

**MINUTES OF THE REGULAR MEETING  
OF THE  
POWER AUTHORITY OF THE STATE OF NEW YORK**

**March 27, 2012**

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Minutes of the Regular Meeting of the Power Authority of the State of New York held via videoconference at the Clarence D. Rappleyea Building, 123 Main Street, White Plains, New York at approximately 11:00 a.m.

The Members of the Board present were:

Michael J. Townsend, Chairman  
D. Patrick Curley, Trustee  
John S. Dyson, Trustee  
Eugene L. Nicandri, Trustee  
Mark O’Luck, Trustee

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Gil C. Quiniones	President and Chief Executive Officer
Judith C. McCarthy	Executive Vice President and General Counsel
Edward Welz	Acting Chief Operating Officer
Donald Russak	Acting Chief Financial Officer
Thomas Antenucci	Senior Vice President – Power Supply Support Services
Steve DeCarlo	Senior Vice President – Transmission
Thomas DeJesu	Senior Vice President – Public, Governmental and Regulatory Affairs
James Pasquale	Senior Vice President – Marketing and Economic Development
Joan Tursi	Senior Vice President – Corporate Support Services
Paul Belnick	Vice President – Energy Services – Energy Services and Technology
John Canale	Vice President – Project Management
Thomas Concadoro	Vice President and Controller
Sobeida Cruz	Vice President – Environmental Justice
Dennis Eccleston	Vice President – Information Technology/Chief Information Officer
Michael Huvane	Vice President – Marketing – Business and Municipal Marketing
John Kahabka	Vice President – Environmental, Health and Safety
Joseph Leary	Vice President – Community and Government Relations
Lesly Pardo	Vice President – Internal Audit
Patricia Leto	Vice President – Procurement
Scott Scholten	Vice President and Chief Risk Officer – Energy Risk Assessment and Control
John Suloway	Vice President – Project Development, Licensing and Compliance
Brian McElroy	Treasurer
Karen Delince	Corporate Secretary
Jill Anderson	Director – Business Integration
Janis Archer	Director – Strategy Management
Mike Lupo	Director – Marketing Analysis and Administration
Mark O’Connor	Director – Real Estate
Michael Saltzman	Director – Media Relations
Khalil Shalabi	Director Power Resource Planning
Guy Sliker	Director – Renewable Energy Resources and Technology
Gerard Vincitore	Director – Financial Projects
Lynn Hait	Regional Manager – Central New York
Paul Tartaglia	Regional Manager – SENY
Alice Conway	Manager - Benefits
Gary Schmid	Manager – Network Services Infrastructure
Ruth Colon	Senior Business Integration Project Manager
Lewis Payne	ROW/Environmental Supervisor
Jeffrey Geller	Environmental Scientist
Egle Travis	Pricing and Power Contracts Analyst II
Lorna M. Johnson	Assistant Corporate Secretary
Sheila Baughman	Senior Secretary – Corporate Secretary’s Office
Joseph M. Bress	Consultant
R. Lowman	Field Engineer – RTS

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

**Introduction**

*Chairman Townsend welcomed the Trustees and staff to the meeting.*

**Certificates of Appreciation**

*Chairman Townsend said that the Trustees periodically receives newspaper articles pertaining to the Power Authority; one such article highlighted six staff members who received Technology Transfer awards for research and development projects they worked on with the Electric Power Research Institute (“EPRI”) in 2011.*

*Chairman Townsend made the following remarks on behalf of the Trustees:*

*“The nuts and bolts of what these employees helped to achieve – finding new ways, on the one hand, to avoid costly shutdowns and repairs, and on the other, to improve our processes for managing the growth of invasive species underneath our transmission towers – dramatizes what the Power Authority stands for: working to make things better for our customers and the people of New York State. But the best part is--as the title of the EPRI award implies--they are technologies that can be transferred. Not only will they benefit our operations--as I understand they already have--but they will also benefit the industry as a whole.*

*To the six NYPA employees who contributed to these innovations, we want to say we are proud of what you accomplished. By enhancing power generation and transmission across the industry you have reinforced the message that the New York Power Authority is an asset to all who come in contact with us.*

*On behalf of the entire Board of Trustees, I would like to thank John DeLise, Jeffrey Geller, Lewis Payne, George Stranovsky, Paul Tartaglia and Tom Tyrrell for your remarkable contributions.*

*And now, I have the honor to call up those awardees able to make it here today, to present these Certificates of Appreciation.”*

*Chairman Townsend then presented the Certificates to those awardees present at the meeting.*

1. *Approval of the March 27, 2012 Meeting Agenda*

*On motion made and seconded, the Agenda for the meeting was approved as amended.*

2. **Consent Agenda:**

*On motion made and seconded, the Consent Agenda was approved as amended. Chairman Townsend said that the Economic Development Power Allocation Board (“EDPAB”) had recommended that the Authority’s Trustees approve item 2b (Transfers of Industrial Power) at its meeting on Monday, March 26th. Trustee Nicandri recused himself from the vote on item 2b since he voted for its approval at the EDPAB meeting.*

a. Approval of the Minutes

*The Minutes of the Regular Meeting held on January 31, 2012 were unanimously adopted.*

**b. Transfers of Industrial Power**

The President and Chief Executive Officer submitted the following report:

SUMMARY

“The Trustees are requested to approve the transfer of power allocations for six existing customers that have requested such transfers due to changes to their corporate identities for various business reasons or because of relocation of their business, operations or personnel to other facilities.

BACKGROUND

“This is an administrative item brought to the Trustees at regular intervals. Three of the six companies are requesting that the Trustees approve a transfer of their existing power allocation to a new corporate entity. The power allocation and/or benefits for these three customers will continue to be delivered to the same location. Two of the customers are requesting a physical allocation transfer due to relocating from one facility to another. The remaining customer is requesting a redistribution of power between existing facilities to reflect movement of operations and personnel of the corporation. All of the customers will continue to provide the same products and/or services as they did prior to the transfers. The reasons for such transfer requests are described below.

“The Power for Jobs (‘PFJ’) and Economic Development Power (‘EDP’) allocations involved in this item were approved by the Economic Development Power Allocation Board (‘EDPAB’) at its March 26, 2012 meeting, as required under Economic Development Law §186.

“The Trustees have approved transfers of this nature at past meetings.

DISCUSSION

“The proposed transferees are as follows:

“**Citigroup North America Inc.** (‘Citigroup’), located in Amherst, Erie County, has been in business since 2008. Citigroup’s New York City-based parent company provides a broad range of banking and financial products and services around the globe. The company was awarded a 1,400 kW Replacement Power (‘RP’) allocation by the Trustees at their meeting of January 30, 2007. The business conducted by the company remains unchanged and the Amherst location remains the same as well. Due to restructuring, the Amherst facility’s corporate name is now Citigroup Technology Inc. Citigroup is in compliance with its job commitment. The company will continue to honor all of the terms and conditions of its contract with the Authority.

“**JP Morgan Chase** (‘JPMC’), located in Manhattan, provides a broad range of banking and financial products and services around the world. The company has a 24,200 kW allocation of EDP through the New York City Public Utility Service. The company is requesting a change in how its power allocation is distributed to its facilities to more accurately reflect staffing and operations among its various locations within New York City. JPMC is in compliance with its job commitments and will continue to honor all of the terms and conditions of its contract with the Authority. The company requests that the Trustees approve its redistribution of the allocation among its facilities.

“**Kreher’s Poultry Farms** (‘Kreher’s’), located in Clarence, Erie County, have been in business since 1924. Kreher’s is a third-generation family fresh egg producer in Western New York. The company was originally awarded a 350 kW PFJ allocation by the Trustees at their meeting of April 27, 1999. The business conducted by the company remains unchanged and the Clarence location remains the same as well. Due to restructuring, the company is now named Kreher’s Farm Fresh Eggs, LLC. Kreher’s is in compliance with its job commitment. The company will continue to honor all of the terms and conditions of its contract with the Authority.

“**Luvata Buffalo, Inc.** (‘Luvata’), located in Buffalo, Erie County, has been in business under various owners since 1906, with this facility in operation since that date. Luvata manufactures copper and brass sheets and rolls. The company has several RP allocations totaling 11,560 kW and 5,000 kW of PFJ in the form of an electricity

savings reimbursement. All of the allocations are job compliant except for a 250 kW RP allocation which reported 2011 employment at 76% of its job commitment. The Trustees authorized a lowered job commitment for this allocation commencing July 2013 when they approved the company's long-term contract extension at their December 2010 meeting. The New York-based company's parent, Aurubis AG, has created a new corporate entity called Aurubis Buffalo, Inc. Aurubis Buffalo, Inc. will assume all assets and liabilities of Luvata. The location will remain the same, as will the business carried on at the location. Luvata requests that the PFJ and RP allocations be transferred to Aurubis Buffalo, Inc., where the company will continue to honor all of the terms and conditions of its contract with the Authority.

**“Shipman Printing Industries Inc.** (‘Shipman’) located in Wheatfield, Niagara County has been in business under various owners since 1906 in the Niagara Falls area. Shipman is a commercial printer and producer of envelopes, web cut sheets, stitched books and notepads. The company was awarded a 130 kW allocation by the Trustees at their meeting of February 26, 2008. Shipman is moving its operations to a larger nearby facility at 6120 Lendell Road in Sanborn, New York. The company requests that the Trustees transfer the allocation, which it is not yet using, including its employment and investment commitments, to the new location. Shipman agrees to honor all of the terms and conditions of its contract with the Authority when the allocation begins service.

**“The American Folk Art Museum** (‘the Museum’) located in Manhattan was founded in 1961 and is a museum devoted to American folk art. The company was originally awarded a 50 kW PFJ allocation by the Trustees at their meeting of May 20, 1999. The company is moving its location to 2 Lincoln Square following the sale of its building to the Museum of Modern Art. The company requests that the Trustees transfer the allocation, including its employment commitment, to the Lincoln Square location. The Museum is in compliance with its job commitment. The Museum's name remains the same and it will continue to honor all of the terms and conditions of its current contract with the Authority.

#### RECOMMENDATION

“The Manager – Business Power Allocations and Compliance recommends that the Trustees approve the transfer of power allocations for these six existing customers; three that have changed their corporate name for a variety of business reasons, two requesting a physical allocation transfer due to relocating from one facility to another and one requesting reallocation of power between existing facilities to reflect movement of operations and personnel of the corporation. All of the transferees are maintaining the same industry operations and agree to continue meeting contractual commitments.

“For the reasons stated, I recommend the approval of the above-requested action by adoption of a resolution in the form of the attached draft resolution.”

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

**RESOLVED, That the Authority hereby authorizes the transfers of six industrial power allocations in accordance with the terms described 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 Acting Chief Operating Officer and all other officers of the Authority are, and each of them hereby is, authorized on behalf of the Authority to do any and all things, take any and all actions and execute and deliver any and all agreements, certificates and other documents to effectuate the foregoing resolution, subject to the approval of the form thereof by the Executive Vice President and General Counsel.**

**c. 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 2011 Annual Report of Procurement Contracts (‘Annual Report’) (Exhibit ‘2c-A-3’) and the Guidelines for Procurement Contracts (‘Guidelines’) (Exhibit ‘2c-A-2’) and to review open service contracts exceeding one year that were active in 2011 as detailed in the Annual Report (Exhibit ‘2c-A-3’). An Executive Summary is set forth in Exhibit ‘2c-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 since that date, most recently on March 29, 2011.

“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, Section 2879 of the PAL requires an annual review by the Trustees of open service contracts exceeding one year. Those long-term service contracts exceeding one year and awarded after January 1, 1990 are also included in the Annual Report.

**DISCUSSION**

“The 2011 Annual Report is attached for the Trustees’ review and approval (Exhibit ‘2c-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 computer system, that were open, closed or awarded in 2011, including contracts awarded in 1990 through 2011 that were completed in 2011 or were extended into 2012 and beyond. In addition, fossil fuels transactions reported by the Fuels Planning and Operations group and financial-related services reported by Corporate Finance (of the Energy Resource Management 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 Section 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, 2012 (Exhibit ‘2c-A-2’) is attached to the Annual Report. These Guidelines are amended in accordance with recently enacted provisions of Section 163-a of the New York State Finance Law, as well as with Section 2879-a of the PAL, the New York State Comptroller Regulations and the State Authority Contract Manual, as further set forth in Exhibit ‘2c-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/Women-owned Business Enterprise (‘M/WBE’) requirements, employment of former officers and reporting requirements.

#### RECOMMENDATION

“The Senior Vice President – Corporate Support Services and the Vice President – Procurement recommend that the Trustees approve the 2011 Annual Report of Procurement Contracts, the Guidelines for Procurement Contracts and the review of open service contracts as attached hereto in Exhibits ‘2c-A-1’ through ‘2c-A-3.’

“For the reasons stated, I recommend the approval of the above-requested action by adoption of a resolution in the form of the attached draft resolution.”

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 “2c-A-3,” and the Guidelines for the use, awarding, monitoring and reporting of Procurement Contracts (Exhibit “2c-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 Acting Chief Operating Officer and all other officers of the Authority are, and each of them hereby is, authorized on behalf of the Authority to do any and all things, take any and all actions and execute and deliver any and all agreements, certificates and other documents to effectuate the foregoing resolution, subject to the approval of the form thereof by the Executive Vice President and General Counsel.**

**d. Annual Review and Approval of Guidelines and Procedures 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 and Procedures for the Disposal of Personal Property (‘Personal Property Guidelines’), which address the disposal of Authority-owned materials, tools, equipment and vehicles with a value in excess of \$5,000, in compliance with Public Authorities Law § 2896, enacted as part of the Public Authorities Accountability Act of 2005 (‘PAAA’) and amended by the Public Authorities Reform Act of 2009 (‘PARA’). The Personal Property Guidelines are attached hereto as Exhibit ‘2d-A.’ The Trustees are also requested to review and approve the 2011 Annual Report of the Disposal of Personal Property, attached hereto as Exhibit ‘2d-A-1.’

**BACKGROUND**

“On January 13, 2006, the PAAA was enacted to codify model governance principles for New York State’s public authorities to further accountability and transparency. Among its provisions, the PAAA, and as later amended by PARA, 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 29, 2011.

**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 changes were made to the Guidelines to reflect titular or organizational changes in the Authority, as set forth in the redlined copy attached hereto as Exhibit ‘2d-A.’

“After being reviewed and approved annually by the Trustees, the Guidelines and corresponding Annual Report must 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 Web site.

**FISCAL INFORMATION**

“There will be no financial impact on the Authority.

**RECOMMENDATION**

“The Senior Vice President – Corporate Support Services and the Vice President – Procurement recommend that the Trustees approve the Guidelines and Procedures for the Disposal of Personal Property for the disposition of Authority-owned materials, tools, equipment, and vehicles with a value in excess \$5,000, and the corresponding 2011 Annual Report of the Disposal of Personal Property, as set forth in Exhibits ‘2d-A’ and ‘2d-A-1,’ respectively.

“For the reasons stated, I recommend the approval of the above-requested action by adoption of a resolution in the form of the attached draft resolution.”

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 and Procedures for the Disposal of Personal Property, as set forth in Exhibit “2d-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 2011 Annual Report for the Disposal of Personal Property, as set forth in Exhibit “2d-A-1” and attached hereto; and be it further**

**RESOLVED, That the Chairman, the Vice Chairman, the President and Chief Executive Officer, the Acting 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. Annual Review and Approval of Guidelines and Procedures for the Disposal of Real Property, Guidelines and Procedures for the Acquisition of Real Property and Annual Report for the Disposal of Real Property**

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) 2012 Guidelines and Procedures for the Disposal of Real Property (‘Real Property Disposal Guidelines’) for transfers of land or interests in land; and (2) 2012 Guidelines and Procedures for the Acquisition of Real Property (‘Real Property Acquisition Guidelines’). The Guidelines are set forth in Exhibits ‘2e-A’ and ‘2e-B’ attached hereto. In addition, the Trustees are also requested to review and approve the 2011 Annual Report of the Disposal of Real Property set forth in Exhibit ‘2e-C’ attached hereto.

**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) which Governor Paterson signed into law on December 11, 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.

**DISCUSSION**

“The 2012 Real Property Disposal Guidelines and the 2012 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 29, 2011, the Trustees reviewed and approved the Authority’s 2011 Guidelines and Procedures for the Disposal of Real Property (Real Property Disposal Guidelines) and the 2011 Guidelines and Procedures for the Acquisition of Real Property (Real Property Acquisitions Guidelines). The only substantive change in the 2012 Guidelines is a title change, which reflects operational changes made within the past year. The Senior Vice President – Corporate Support Services is named as the Authority’s contracting officer in place of the Vice President – Enterprise Shared Services (a position that no longer exists).

“The Real Property Disposal Report lists the real property disposal transactions conducted during the reporting period having an estimated fair market value in excess of \$15,000, including a description of the property, the purchaser’s name and the price received by the Authority, as required by New York Public Authorities Law §2800. 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, including a description of the property, the seller’s name and the price received by the Authority, as required by New York Public Authorities Law §2800.

“These acquisitions and dispositions were among those reviewed and approved by the Authority’s Governance Committee at their meeting of March 27, 2012. The Trustees are now requested to review and approve the Authority’s 2012 Annual Report of the Disposal of Real Property and the Authority’s 2012 Annual Report of the Acquisition of Real Property.

“The 2012 Real Property Disposal Guidelines and the 2012 Real Property Acquisition Guidelines, if approved, will be posted on the Authority’s internet Web site. On or before the 31<sup>st</sup> day of March, the Real Property Disposal Guidelines, the Real Property Acquisition Guidelines and the corresponding 2011 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 2011 Annual Reports will also be posted on the Authority’s internet website.

FISCAL INFORMATION

“There will be no financial impact on the Authority.

RECOMMENDATION

“The Senior Vice President – Corporate Support Services and the Director of Real Estate recommend that the Trustees approve the amended Guidelines and Procedures for the Disposal of Real Property, the amended Guidelines and Procedures for the Acquisition of Real Property and the 2011 Annual Report of the Disposal of Real Property as set forth in the attached Exhibits.

“For the reasons stated, I recommend the approval of the above-requested action by adoption of a resolution in the form of the attached draft resolution.”

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 2012 Guidelines and Procedures for the Disposal of Real Property and the 2012 Guidelines and Procedures for the Acquisition of Real Property as set forth in Exhibits “2e-A” and “2e-B” 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 2011 Annual Report for the Disposal of Real Property as set forth in Exhibit “2e-C” attached hereto; and be it further**

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

**RESOLVED, That the Chairman, the Vice Chairman, the President and Chief Executive Officer, the Acting 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. Annual Review and Approval of Guidelines for the Investment of Funds and 2011 Annual Report on Investment of Authority Funds**

The President and Chief Executive Officer submitted the following report:

**SUMMARY**

“The Trustees are requested to: (i) review and approve the attached 2011 Annual Report on Investment of Authority Funds which includes the Guidelines for the Investment of Funds (Exhibit ‘2f-A’), and (ii) amend the Authority’s Investment Guidelines to reflect an organizational change within the Authority.

**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, 2011; 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 reasonable request.

**DISCUSSION**

“In 2011, the Authority’s investment portfolios, exclusive of the separately managed Other Post-Employment Benefits Trust Fund and Nuclear Decommissioning Trust Fund, averaged \$1.19 billion with a December 31, 2011 cost of \$1.292 billion and market value of \$1.321 billion, representing a positive mark-to-market of \$29.32 million. At year-end, \$1.21 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 (\$48 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 scheduled principal and interest payments presently total approximately \$150 - \$175 million per year.
- **Energy Hedging/Fuel Reserve (\$71 million)** – This Reserve was established to have funds available for use as collateral that may be required to support the Authority’s authorized fuel and energy hedging transactions and to maintain funds to match a federal obligation to pay for the processing and final disposition of spent nuclear fuel burned by the Authority when it owned the Indian Point #3 and James A. FitzPatrick nuclear plants. On February 3, 2009, the Trustees approved the temporary transfer of \$215 million held in the Energy Hedging/Fuel Reserve for the spent fuel obligation to the State of New York (‘State’) 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 Memorandum of Understanding between the State and the Authority, is due to be returned to the Authority no later than September 30, 2017. The December 31, 2011 spent fuel obligation was \$216 million.
- **Capital Project Reserve (\$785 million)** – This amount is being set aside to partially fund any 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 next major investment 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 a Memorandum of Understanding between the State and the Authority, is due to be returned to the Authority no later than September 30, 2014.

- **Operating Reserve (\$301 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, 2011 Operating Reserve of \$301 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, 2011, the Authority separately held a total of \$119 million from the proceeds of bond and note issuances in its Energy Services, Note Debt Reserve and Construction portfolios and in cash. These funds are earmarked for construction projects currently under way, such as the St. Lawrence Life Extension and Modernization Project and various Energy Services initiatives.

"In 2011 and 2010, the Authority's portfolios earned approximately \$26 million and \$30 million in investment income, respectively. The decrease in investment earnings from 2010 is attributable to reinvesting proceeds from matured securities and investing new cash flows into lower yielding securities subject to a prolonged low interest rate environment. In 2011, the Authority's portfolios had an average yield of 2.20%, exceeding the Authority's targeted performance by 15 basis points (15/100 of 1%). Targeted performance for 2011 was the three-year rolling average yield of the two-year Treasury note with an average added spread of 113 basis points.

"As of December 31, 2011, the portfolio was comprised of various government-sponsored agency securities (84.3%), municipal securities (8.0%), mortgages guaranteed by the U. S. government (3.7%) and certificates of deposit and repurchase agreements (4.0%).

#### Other Post-Employment Benefits Trust

"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, 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 which, at December 31, 2011, is estimated to be \$437 million. 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. A contribution of \$40 million was made to the OPEB Trust in November, 2011 which represents the net obligation for the years 2009 through 2011.

"As of December 31, 2011, the OPEB Trust's market value was approximately \$282 million, representing an annualized return of 1.44% for 2011. The return performance was attributable to positive returns in the fixed income and real estate investment trust asset classes partially offset by negative returns in the domestic and international equity asset classes.

"Investment management and advisory fees associated with the OPEB Trust Fund totaled \$1,091,275 in 2011 and were paid from such Trust Fund. These fees and the firms paid are detailed in Section III (B) of the attached report.

Nuclear Decommissioning Trust

“On November 21, 2000, the Authority completed the sale of its Indian Point #3 and James A. FitzPatrick nuclear plants to two subsidiaries of Entergy Corporation pursuant to a purchase-and-sale agreement dated March 28, 2000. In accordance with the Decommissioning Agreements, the Authority retains contractual decommissioning liability until license expiration, a change in the tax status of the fund or any early dismantlement of the plants, at which time the Authority will have the option to terminate its decommissioning responsibility and transfer the plant’s fund to the Entergy subsidiary owning the plant. At that time, the Authority will be entitled to be paid an amount equal to the excess of the amount in the fund over the Inflation Adjusted Cost Amount (a fixed estimated decommissioning cost amount adjusted in accordance with the effect of increases and decreases in the U. S. Nuclear Regulatory Commission minimum cost-estimate amounts applicable to the plant), if any. The Authority’s decommissioning liability is limited to the lesser of the Inflation Adjusted Cost Amount or the amount of the plant’s fund, guaranteeing that no additional cost burdens may be placed on the Authority.

“As of December 31, 2011, the Nuclear Decommissioning Trust’s (‘NDT’) market value was approximately \$1.09 billion, representing an annualized return of 5.79% for 2011. The return performance was primarily attributable to positive returns in the fixed income asset class, which in accordance with the investment guidelines, has a target allocation of sixty-five percent of total assets. The Treasury security holdings performed especially well relative to other fixed income sectors due to continued risk aversion exhibited by international and domestic investor groups.

“Investment management and advisory fees associated with the Nuclear Decommissioning Trust Fund totaled \$1,239,747 in 2011 and were paid from such Trust Fund. These fees and the firms paid are detailed in Section III (C) of the attached report.

“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. KPMG’s report, a copy of which is attached as Exhibit ‘2f-B,’ states that the Authority complied, in all material respects, with the requirements during the year ended December 31, 2011. 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.

“The Investment Guidelines and procedures have not been amended since last presented to and approved by the Trustees at their meeting of March 29, 2011. One minor edit is recommended to reflect an organizational change within the Authority. This change, which is marked in the attached Guidelines, substitutes the Executive Vice President and Chief Financial Officer for the Senior Vice President – Corporate Planning and Finance in oversight of certain Repurchase Agreement transactions. Other than this one change, 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 2011 Annual Report on Investment of Authority Funds.

“For the reasons stated, I recommend the approval of the above requested action by adoption of a resolution in the form of the attached draft resolution.”

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

**RESOLVED, That the 2011 Annual Report on Investment of Authority Funds be, and hereby is, approved; and be it further**

**RESOLVED, That the Investment Guidelines be amended as follows (new language underlined; deleted language in brackets):**

**Section B.4 of Paragraph VII, Policies Concerning Certain Types of Investments Diversification Standards Required, shall be amended to read as follows:**

**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 [Senior Vice President – Corporate Planning and Finance] Executive Vice President and Chief Financial Officer on a single transaction basis only if warranted by special circumstances and documented in writing.**

**AND BE IT FURTHER RESOLVED, That the Chairman, the Vice Chairman, the President and Chief Executive Officer, the Acting 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 Review and Approval of Certain Authority Policies**

The President and Chief Executive Officer submitted the following report:

**SUMMARY**

“The Trustees are requested to approve certain Authority policies 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 these policies, as necessary, except in the event that any powers, duties or obligations of the Trustees would be affected by such modification.

“This item also contains several policy changes that do not require Trustee approval, but are being provided for informational purposes.

**BACKGROUND AND DISCUSSION**

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

“The Authority’s policies relating to salary, compensation, benefits and time and attendance of its employees, inclusive of the chief executive and all senior management, are attached as Exhibits ‘2g-A’ through ‘2g-L’ and respectively entitled:

- A. Recruitment and Job Posting (EP 1.2); last revised 1/13/11;
- B. Salary Administration Policy (EP 2.1); revisions proposed 3/27/12;
- C. Salaried Non-Exempt and Facility-Based Exempt Overtime (EP 2.4), revisions proposed 3/27/12;
- D. Variable Pay Plan (EP 2.6), Deleted 7/20/10;
- E. Employee Benefits Eligibility (EP 3.1), revisions proposed 3/27/11;
- F. Reimbursement of Employee Meal Costs (CAP 1.5), revisions proposed 3/27/12;
- G. Attendance & Flexible Hours (EP 4.6), revisions proposed 3/27/12;
- H. Vacation (EP 3.2), revisions proposed 3/27/12;
- I. FMLA (EP 3.3), last revised 5/19/10;
- J. Sick Time (EP 3.9), last revised 2/20/09;
- K. Relocation Benefits for New and Transferred Employees (EP 3.8); last revised 1/1/10; and
- L. Travel (CP 2-1); revisions proposed 3/27/12

“The following Authority policies do not require Trustee approval, but have been modified and are being provided for informational purposes. Attached are Exhibits ‘2g-M’ through ‘2g-R’:

- M. Transfer or Re-Employment in Public Service (EP 1.9);
- N. Job Description and Evaluation (EP 2.2); Deleted
- O. Leaves of Absence (EP 3.4);
- P. Employee Assistance Program (EP 3.5);
- Q. Motor Vehicle and Equipment (CP 2.8);
- R. Restrictions on the use of Hand – Held Mobile Telephones While Operating a Motor Vehicle (CP 1.6);

**RECOMMENDATION**

“It is recommended that the Trustees approve the Authority’s policies related to salary, compensation, benefits and time and attendance, which are applicable to all Authority employees, including the chief executive and

senior management. It is further recommended that the Trustees delegate to the President and Chief Executive Officer the authority to modify these policies, as necessary, except in the event that any powers, duties or obligations of the Trustees would be affected by such modification.

“For the reasons stated, I recommend the approval of the above-requested action by adoption of a resolution in the form of the attached draft resolution.”

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 policies of the Authority relating to salary, compensation, benefits and time and attendance of its employees, including the chief executive and senior management, are hereby approved:**

- A. Recruitment and Job Posting (EP 1.2); last revised 1/13/11;
- B. Salary Administration Policy (EP 2.1); revisions proposed 3/27/12;
- C. Salaried Non-Exempt and Facility-Based Exempt Overtime (EP 2.4), revisions proposed 3/27/12;
- D. Variable Pay Plan (EP 2.6), Deleted 7/20/10;
- E. Employee Benefits Eligibility (EP 3.1), revisions proposed 3/27/11;
- F. Reimbursement of Employee Meal Costs (CAP 1.5), revisions proposed 3/27/12;
- G. Attendance & Flexible Hours (EP 4.6), revisions proposed 3/27/12;
- H. Vacation (EP 3.2), revisions proposed 3/27/12;
- I. FMLA (EP 3.3), last revised 5/19/10;
- J. Sick Time (EP 3.9), last revised 2/20/09;
- K. Relocation Benefits for New and Transferred Employees (EP 3.8); last revised 1/1/10; and
- L. Travel (CP 2-1); revisions proposed 3/27/12

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

**RESOLVED, That the Chairman, the Vice Chairman, the President and Chief Executive Officer, the Acting 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.**

**h. Adoption of the Amended Deferred Compensation Model Plan For Employees of the Power Authority of the State of New York (Section 457 Deferred Compensation Plan)**

The President and Chief Executive Officer submitted the following report:

SUMMARY

“The Trustees are requested to adopt and approve the attached version of the Model Section 457 Deferred Compensation Plan (‘Plan’ or ‘Model Plan’) (Exhibit ‘2h-A’), as amended and restated by the New York State Deferred Compensation Board (‘Board’) through August 26, 2011. The Plan amendments are related to a number of regulations pertaining to administration of certain features available under Section 457 of the Internal Revenue Code, many of which are reorganizational in nature or changes required by law. The Board has received a determination letter from the Internal Revenue Service (‘IRS’) approving the amended Model Plan, effective August 26, 2011.

BACKGROUND

“The Plan has been maintained by the Authority since 1989. It was established primarily to provide those Authority employees covered by a collective bargaining agreement with a means of saving through a tax-deferred compensation program, as they are not eligible to participate in the 401(k) Employees’ Saving Plan. The 457 Plan is also available to salaried employees.

“The Authority has maintained the Plan as a Model Plan in accordance with the procedures of and pursuant to the regulations of the Board. During 2011, the Authority and other Model Plan Sponsors were notified that the Board amended the Model Plan to adopt the following provisions:

- **General Reorganization and Updating of Sections.** A primary objective of the amendments is to improve the overall readability and eliminate unnecessary numerical references (annual limits) from the Model Plan document.
- **Employer Elections Within the Plan Document.** A number of Model Plan provisions, such as suspension of deferrals following an unforeseeable emergency withdrawal, automatic distributions from small accounts, loans, and Roth provisions are permissive. The Model Plan document includes a Schedule A where the employer may indicate the election of one or more of these provisions.
- **Roth Designated Contributions.** The Small Business Jobs Act of 2010 authorizes plan sponsors to permit plan participants to make Roth (post-tax) contributions to a public employer sponsored deferred compensation plan. Model Plan sponsors were given the opportunity to elect to allow participants to make both pre-tax deferrals and Roth designated contributions within the plan. The combined maximum of pre-tax deferrals and Roth designated contributions may not exceed the limits of the plan. The Model Plan provides that loans may only be made from pre-tax assets.
- **Roth In-Plan Conversions.** The Small Business Jobs Act of 2010 also authorizes plan sponsors to permit plan participants to convert some or all of their pre-tax assets to a Roth designated account within the plan. Roth in-plan conversions may only occur when the participant is eligible for a distribution. The plan must permit participants to make Roth designated contributions for a plan sponsor to elect the in-plan conversion option.
- **Roth Separate Accounting.** If the plan permits participants to make Roth designated contributions or Roth in-plan conversions, IRS regulations require that these assets be separately accounted.

“The attached summary provides greater detail related to each amendment to the Model Plan (Exhibit ‘2h-B’). While all of these amendments may not specifically apply to Authority employees, the Authority is required to adopt all changes to the Model Plan.

“In addition, the Board promulgated optional amendments which require employer election in order for them to be included in the Plan. A summary of the optional elections, Schedule A, is included with the Model Plan (Exhibit ‘2h-A’). Of those optional amendments, the Deferred Compensation Plan Committee (‘Committee’) had voted in 2006 to offer Plan loans and continues to suspend participant deferrals and contributions for six months following an unforeseeable emergency hardship distribution. In addition, during 2011 the Committee voted to offer Roth deferrals to participants in the Plan. It did not elect the other optional elections. The Roth feature has been made available to participants effective January 1, 2012.

#### DISCUSSION

“The Plan has been reviewed by staff of the Human Resources and Law Departments, as well as by the Deferred Compensation Plan Committee. They have found that the Plan, as amended and restated and as submitted for approval, complies with the rules and regulations imposed by the Internal Revenue Code and the regulations of the Board.

#### FISCAL INFORMATION

“Amending and restating the Plan is a cost-neutral action.

#### RECOMMENDATION

“The Senior Vice President – Corporate Support Services, the Vice President – Human Resources and the Deferred Compensation Plan Committee recommend that the Trustees adopt and approve the attached amended and restated Section 457 Deferred Compensation Plan, including the amendments through August 26, 2011.

“For the reasons stated, I recommend the approval of the above-requested action by adoption of a resolution in the form of the attached draft resolution.”

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

**RESOLVED, That the provisions of the Deferred Compensation Plan be amended and restated in order to conform with the text of the Model Plan, Exhibit “2h-A,” including the optional provision for the Roth amendment and the suspension of deferrals and contributions following an unforeseeable emergency withdrawal , both as provided for in Schedule A (Exhibit “2h-C”); and be it further**

**RESOLVED, That the Chairman, the Vice Chairman, the President and Chief Executive Officer, the Chief Operating Officer, all other officers and the Deferred Compensation Plan Committee 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.**

**i. Lease of Office Space – Clarence D. Rappleyea Building –  
Canter Law Firm, P.C.**

The President and Chief Executive Officer submitted the following report:

**SUMMARY**

“The Trustees are requested to authorize the execution of a lease of approximately 2,215 square feet of office space on the 9<sup>th</sup> floor of the Clarence D. Rappleyea Building (‘Rappleyea Building’), White Plains, New York by the Authority, as Landlord, to the Canter Law Firm, P.C. (‘Canter’) as Tenant. The proposed lease is for a term of five years, six months, at an average base rent per square foot of \$22.55 exclusive of the electric factor of \$2.75 per square foot if Tenant does not exercise its option to install a submeter at Tenant’s cost, as more specifically described in Exhibit ‘2i-A,’ attached hereto.

**BACKGROUND**

“The Authority acquired the Clarence D. Rappleyea Building by deed dated July 10, 1991. This is a commercial office building with the majority of the existing space occupied by Authority personnel. However, about 40% of the building is occupied by private tenants. Canter occupies its current space on the 9<sup>th</sup> floor of the building on a sublease basis. The term expires March 31, 2012 and Canter wishes to remain in its space and execute a direct lease with the Authority.

**DISCUSSION**

“Canter provides specialized litigation services to the business community and is affiliated with the tenant SKCG Group on the 14<sup>th</sup> Floor of the Rappleyea Building. Canter has requested that the Authority lease to it approximately 2,215 square feet of office space on the 9<sup>th</sup> floor of the building and the Authority entered into negotiations with Canter after publicly advertising the space for lease in accordance with the Power Authorities Accountability Act. Preliminary negotiations with Canter on this space have resulted in the basic lease terms set forth in Exhibit ‘2i-A.’ Generally, this lease will be for a term of five years and six months, at an average annual rental of approximately \$49,948. In addition, Canter will pay an additional \$2.75 per square foot for electric if Tenant elects not to exercise its submetering option. A review of the local market conditions indicate that this transaction compares favorably with other space being offered in downtown White Plains.

**FISCAL INFORMATION**

“Payment for standard brokerage commissions, tenant improvements and architectural and engineering fees as set forth in Exhibit ‘2i-A’ will be made from the Operating Fund.

**RECOMMENDATION**

“The Senior Vice President – Corporate Support Services, the Director – Corporate Support Services and the Director – Real Estate recommend that the Trustees approve entering into a lease with the Canter Law Firm, P.C. for office space in the Clarence D. Rappleyea Building on terms substantially in accordance with the foregoing and with Exhibit ‘2i-A’ attached hereto.

“For the reasons stated, I recommend the approval of the above-requested action by adoption of a resolution in the form of the attached draft resolution.”

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

**RESOLVED, that the President and Chief Executive Officer, the Senior Vice President – Corporate Support Services or the Director – Real Estate be, and hereby is, authorized to enter into a Lease Agreement between the Authority and Canter Law Firm, P.C., on substantially the terms set forth in the foregoing report of the President and Chief Executive Officer and subject to the approval of the documents by the Executive Vice President and General Counsel, or her designee; and be it further**

**RESOLVED, That the Senior Vice President – Corporate Support Services or the Director – Real Estate be, and hereby is, authorized on behalf of the Authority to execute any and all other agreements, papers or instruments 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 Acting 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.**

**j. Lease of Warehouse Space – Niagara Power Project –  
DRC Development, LLC**

The President and Chief Executive Officer submitted the following report:

**SUMMARY**

“The Trustees are requested to authorize the execution of a lease with DRC Development, LLC (Landlord) for off-site warehouse space (‘off-site warehouse’) located at 6420 Inducon Drive, Wheatfield, New York. This warehouse will be used in support of the Life Extension and Modernization (‘LEM’) Program for the Lewiston Pump Generating Plant (‘LPGP’). The proposed lease would be for a term of eight years commencing July 1, 2012 and terminating on June 30, 2020 for a leased space of 15,000 square feet. The average base rental per square foot is \$7.25 (\$108,750 per annum) and on terms as more particularly set out in Exhibit ‘2j-A,’ attached hereto.

**BACKGROUND**

“At their meeting of June 29, 2010, the Trustees approved a LEM program to renovate and modernize the LPGP. The modernization will enhance plant performance in the New York Independent System Operator (‘NYISO’) market and maintain a reliable and competitive power production facility. Staff has identified a need for off-site warehouse space to support this LEM program.

**DISCUSSION**

“The off-site warehouse is required in support of the Niagara Power Project’s (‘Niagara’) LPGP LEM program. Niagara currently does not have the physical space necessary to store the new equipment in support of this program as it is received from the manufacturers. This equipment is being purchased in group lots in order to maintain equipment consistency over the life of the project. The equipment to be stored in this warehouse includes: static excitation equipment, unit circuit breakers, unit control boards with relay protection, phase reversal switches, high pressure fluid filled skids, servo motors, cable and other miscellaneous items. The electronic components installed in some of the equipment will require storage in a heat and humidity controlled environment in order to maintain the manufacturer’s warranty. Extreme temperatures and humidity levels can cause serious damage to very costly equipment.

“The real estate division researched various alternatives proximate to Niagara for the location of an off-site warehouse facility and this location was chosen as the optimal site for the project’s needs. The landlord’s improvements will include lavatory facilities, two truck docks, one overhead door at grade, full heating-ventilation-air conditioning to maintain 72°F interior temperature with 45 – 55% relative humidity and a security system, tinted windows, 6” concrete floor, automatic fire sprinkler system, 480v power, 400 amps and fluorescent lighting.

“The rental rates and other charges set out above are competitive with similar space in the Niagara Falls region. Further, the off-site facility is located only 4.8 miles from the LPGP.

**FISCAL INFORMATION**

“Payment associated with this lease will be made from the Authority’s capital fund.

**RECOMMENDATION**

“The Vice President – Project Management, the Director – Real Estate and the Project Manager – Hydro/Transmission recommend that the Trustees approve entering into a lease agreement with DRC Development, LLC for warehouse space at 6420 Inducon Drive, Wheatfield, New York on terms substantially in accordance with the foregoing and with Exhibit ‘2j-A’ attached hereto.

“For the reasons stated, I recommend the approval of the above-requested action by adoption of a resolution in the form of the attached draft resolution.

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

**RESOLVED, That the President and Chief Executive Officer and the Senior Vice President – Corporate Support Services be, and hereby is, authorized to enter into a lease for warehouse space at 6420 Inducon Drive with DRC Development, LLC on substantially the terms set forth in the foregoing report of the President and Chief Executive Officer and Exhibit “2j-A” and subject to the approval of the amendment of lease documents by the Executive Vice President and General Counsel; and be it further**

**RESOLVED, That the Senior Vice President – Corporate Support Services or the Director – Real Estate be, and hereby is, authorized on behalf of the Authority to execute any and all other agreements, papers or instruments 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.**

**k. Procurement (Services) Contracts –  
Business Units and Facilities –  
Awards, Extensions and 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 ‘2k-A,’ as well as the continuation and funding of the procurement (services) contracts listed in Exhibit ‘2k-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 bidders and the intended duration of such contracts, or the reasons for extension, the additional funding required and the projected expiration dates, are set forth in the discussion below.

BACKGROUND

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

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

“The Authority’s EAPs also require the Trustees’ approval when the cumulative change- order value of a personal services contract exceeds the greater of \$500,000 or 25% of the originally approved contract amount not to exceed \$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 terms of these contracts will be more than one year; therefore, the Trustees’ approval is required. 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 value from \$95,000 to \$5 million. 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 ‘2k-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 '2k-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 a 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:**

**Corporate Support Services ('CSS')**

***Human Resources***

"The contract with **Corporate Counseling Associates, Inc. ('CCA, Inc.')** (Q11-5153; PO# TBA) would provide for Employee Assistance Program ('EAP') services and work-life services to all Authority employees, retirees and their families ('eligible participants'). Such EAP services include a comprehensive off-site referral program designed to provide confidential assessment and short-term counseling to eligible participants or referral for appropriate treatment, when necessary, in order to assist them in dealing with emotional, family and care-giving problems, challenges of daily life, workplace conflict issues and other related matters, and assisting employees with problems so they can perform their jobs in a professional manner. The program is twofold, comprising: (1) core services, including preventive, management, crisis intervention and on-site critical incident services and (2) support services, including supervisory training sessions, educational/promotional materials, websites, fitness-for-duty evaluations, activity reports and health fairs. Since the existing contract is expiring and the need for such services is ongoing, bid documents were developed by staff and a total of twenty firms downloaded them electronically from the Authority's Procurement website and/or were invited to bid, including those that may have responded to a notice in the New York State *Contract Reporter*; four proposals were received and evaluated. The highest-priced bidder was eliminated from further consideration and the remaining three proposals were evaluated in greater detail based on criteria that included each firm's experience / provider network, toll-free hotline, short-term counseling, training, management support, work-life services / promotional materials, utilization reports and costs. Although all three firms provide many of the same services at similar evaluated costs, there are important differences among them, as further set forth in the Award Recommendation documents. The immediate access to a counselor and the eight counseling sessions (resulting in no out-of-pocket costs for employees or the Authority) make CCA stand out by comparison. In addition, CCA has provided excellent services and support to the Authority under the existing contract for such services and has demonstrated the ability to help the Authority control health care costs, while assuring that employees receive the most appropriate and highest quality of care. Based on the foregoing reasons, as well as the projected potential savings to the Authority in lower medical plan claims costs, staff recommends the award of a new contract to CCA, the lowest-priced evaluated bidder, which is also the most qualified and offers the most services. Such contract would become effective on or about April 1, 2012 for an intended term of up to 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, \$205,640.

"The contracts with **CareerBuilder Government Solutions LLC ('CareerBuilder')**, **Industrial Staffing Services, Inc. ('ISSI')**, **K.G. Industries, Inc. ('KGI')**, **KMQ Enterprises, Inc. dba Tailwind Associates ('Tailwind')**, **Randstad Professionals US, LP dba Randstad Engineering ('Randstad')** and **Recourse Communications, Inc. ('RCI')** (Q11-5144; PO#s TBA) would provide for recruitment services primarily for technical positions in the engineering and IT disciplines, to assist Authority staff in filling such positions on an 'as needed' basis. Services include: in-depth conference with the hiring manager and employment specialist to ensure a full understanding of the position, department / work environment, organizational culture, mission, salary requirements and selection / screening criteria; development of sourcing document and search strategy; detailed

telephone screening of candidates to determine job, organizational and geographical fit; and presentation of employment package that may include interview reports, verification of references, professional achievements, licenses and certifications. To that end, bid documents were developed by staff and were downloaded electronically from the Authority's Procurement website by 72 firms, including those that may have responded to a notice in the New York State *Contract Reporter*; 13 proposals were received and evaluated. Based on each bidder's experience and specialization in providing recruitment services for both engineering and IT positions in the energy and utility industry, as well as their respective competitive rates, as further set forth in the Award Recommendation documents, staff recommends the award of contracts to six firms: CareerBuilder, ISSI, KGI, Tailwind, Randstad and RCI. Such competition is expected to benefit the Authority by providing a variety of qualified talent at competitive rates. It should be noted that these contract awards would not obligate the Authority to a specific level of personnel resources or expenditures. The contracts would become effective on or about April 1, 2012 for an intended term of up to five years, subject to the Trustees' approval, which is hereby requested. Approval is also requested for the aggregate total amount expected to be expended for the term of the contracts, \$1 million. Total commitments and expenditures for the contracts will also be tracked against the approved aggregate total. Such contracts will be closely monitored for utilization levels, available approved funding and combined total expenditures. It should also be noted that ISSI is a New York State-certified Minority/Woman-owned Business Enterprise ('M/WBE').

### MED Energy Efficiency Resources & Technology Services

#### *Energy Services*

"The contracts with **Solar Electric Systems, Inc. ('Solar Electric')** and **Solar Liberty Energy Systems, Inc. ('Solar Liberty')** (Q11-5157; PO# TBA) would provide for the furnishing, delivery and installation (including design, construction and start-up services) of roof-mounted solar photovoltaic ('PV') systems of various sizes and types, at various sites within six designated geographic regions of New York State, in connection with the Authority's Energy Services Programs ('ESP') and Renewable Energy Plan ('REP'). To that end, bid documents were developed by staff and were downloaded electronically from the Authority's Procurement website by 96 firms, including those that may have responded to a notice in the New York State *Contract Reporter*. Sixteen proposals were received and evaluated. The four firms that submitted the most cost-competitive bids were shortlisted for an in-depth evaluation of their respective proposals, qualifications and costs, as further set forth in the Award Recommendation documents. Based on the foregoing, staff recommends the award of contracts to two firms, Solar Electric (for the New York City region, including Westchester County) and Solar Liberty (for all six regions), as the lowest-priced, technically qualified bidders that meet the bid requirements. Both firms have relevant experience with such projects and one of these two firms has successfully implemented a variety of solar PV projects under an existing contract for such work. The new contracts would become effective on or about April 1, 2012 for an intended term of up to five years, subject to the Trustees' approval, which is hereby requested. Each solar PV project is subject to a site installation agreement between the Authority and the selected site. The Authority will be responsible for overall project implementation. Upon installation, the site will assume ownership of the solar PV system. Approval is also requested for the aggregate total amount expected to be expended for the term of the contracts, \$5 million. Funds will be allocated as specific project sites are identified. Total commitments and expenditures for the contracts will also be tracked against the approved aggregate total. Such contracts will be closely monitored for utilization levels, available approved funding and combined total expenditures. It should be noted that all costs in connection with ESP projects will be recovered by the Authority.

#### *Marketing Analysis & Administration – Power Contracts*

"The contract with **Nexant, Inc. (Q11-5159; PO# TBA)** would provide for consulting services to review, analyze and support the Authority with respect to delivery service rate filings made by New York Investor-Owned Utilities ('IOUs') or other entities that have an impact on the delivered price of Authority power sales. Services would also include assistance with related settlement proceedings and other rate matters before the New York State Public Service Commission, Federal Energy Regulatory Commission or within the New York Independent System Operator stakeholder process, as may be required. To that end, bid documents were developed by staff and were downloaded electronically from the Authority's Procurement website by 44 firms, including those that may have

responded to a notice in the New York State *Contract Reporter*; three proposals were received and evaluated. Staff recommends award of a contract to Nexant, the lowest-priced bidder, which is qualified to perform such services, meets the bid requirements and has demonstrated a high level of technical competence and professionalism under an existing contract for related work. The contract would become effective on or about April 1, 2012 for an intended term of up to 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, \$2 million.

#### Power Supply

“The contract with **Able Testing & Inspection, Inc. ('Able Testing')** (Q11-5136; PO# TBA) would provide for Non-Destructive Examination ('NDE'), on-site welding inspection and welder qualification services at the Blenheim-Gilboa Power Project, the Authority's small hydroelectric facilities in the Central Region and at vendors' facilities, on an 'as needed' basis and in accordance with all applicable standards and technical specifications. Bid documents were developed by staff and were downloaded electronically from the Authority's Procurement website by 21 firms, including those that may have responded to a notice in the New York State *Contract Reporter*; two proposals were received and evaluated. Staff recommends award of a contract to Able Testing, the lower-priced bidder, which is qualified to perform such services, meets the bid requirements and has provided satisfactory service under a prior contract for such work. The new contract would become effective on or about April 1, 2012 for an intended term of up to three 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, \$95,000.

“Due to the need to commence services and based on interim approval authorized in accordance with the Authority's Guidelines for Procurement Contracts and EAPs, the contract with **Applied Ecological Services, Inc. ('AES')** (Q11-5149; 4500214241) became effective March 1, 2012, subject to subsequent ratification and approval by the Trustees as soon as practicable. The subject contract provides for the cultivation and installation of native wetland and upland plantings along the shoreline and in upland areas of Motor Island in the upper Niagara River, as part of the Motor Island Shoreline Restoration Habitat Improvement Project ('HIP') and in fulfillment of Authority commitments under the Niagara Power Project New License and Settlement Agreements. The subject HIP will stabilize eroding shoreline and will improve the habitat and access for fish and wildlife at Motor Island, a wildlife conservation area owned and operated by the New York State Department of Environmental Conservation. The work will be performed under separate contracts for shoreline excavation and planting. To that end, bid documents for the planting phase were developed by staff and were downloaded electronically from the Authority's Procurement website by 74 firms, including those that may have responded to a notice in the New York State *Contract Reporter*; four proposals were received and evaluated. Staff recommends award of a contract to AES, the lowest-priced bidder, which is qualified to perform such services, meets the bid requirements and has provided satisfactory service under a prior contract for similar work. AES demonstrated a clear understanding of the work scope and schedule, including time constraints due to wildlife sensitivities; the firm's and personnel's experience with wetland restoration projects in similar environments; qualifications of subcontracted plant supplier/s and the need for close coordination with the excavation contractor. The intended term of the contract is approximately three years (through December 31, 2014), subject to the Trustees' ratification and approval, which is hereby requested. Approval is also requested for the total amount expected to be expended for the term of the contract, \$497,632.

“The contract with **CME Associates, Inc. ('CME')** (Q11-5139; PO# TBA) would provide for concrete and soil testing services at the Blenheim-Gilboa Power Project and the Authority's small hydroelectric facilities in the Central Region, on an 'as needed' basis and in accordance with all applicable standards and technical specifications. Bid documents were developed by staff and were downloaded electronically from the Authority's Procurement website by 54 firms, including those that may have responded to a notice in the New York State *Contract Reporter*. Seven proposals were received and evaluated, as further set forth in the Award Recommendation documents. Based on the foregoing, staff recommends award of a contract to CME, the lowest-priced evaluated bidder, which is qualified to perform such services, meets the bid requirements and has provided satisfactory service under a prior contract for such work. The new contract would become effective on or about April 1, 2012 for an intended term of up to three 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, \$95,000.

“The contract with **Fusion Babbitting Co., Inc. (‘Fusion’) (S12-01 / 6000129170; PO# TBA)** would provide for the rebabbitting of six sets of hydroelectric turbine thrust bearing shoes for the St. Lawrence / FDR Power Project. Services include, but are not limited to, conducting inspections, developing applicable procedures, removing the babbitts, performing tinning and rebabbitting of thrust shoes, QA/QC measurements and reporting, as well as transportation to and from the vendor’s facility (inclusive of all packing and protection during shipment). Bid documents were developed by staff and were downloaded electronically from the Authority’s Procurement website by 21 firms, including those that may have responded to a notice in the New York State *Contract Reporter*; four proposals were received and evaluated. Staff recommends award of a contract to Fusion, the lowest-priced bidder, which is qualified to perform such services and meets the bid requirements. The contract would become effective on or about April 1, 2012 for an intended term of up to three 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, \$215,000.

“The contract with **Premier Utility Services, LLC (‘Premier’) (Q11-5113-1; PO# TBA)** would provide for locating and mark-out services for underground utilities (e.g., electrical, water, sewer, gas, fuels, communications, steam, etc.) at Authority-owned or operated facilities or property throughout New York State, on an ‘as needed’ basis and in compliance with statutory requirements. Services include, but are not limited to, serving as the 24/7 contact and responder to all such calls or dig requests and providing trained and qualified utility locators or inspectors and all necessary equipment and materials to accurately identify / locate / inspect such underground utilities, as needed; site visits to mark or clear the property for excavation using supplied maps and records; office screening and resolution of calls, requiring no dispatch to the field; emergency response to after-hour requests; and private utility locating, where technicians provide utility locating services for all tone able utilities on Authority property, as may be requested. Bid documents were developed by staff and were downloaded electronically from the Authority’s Procurement website by eighty (80) firms, including those that may have responded to a notice in the New York State *Contract Reporter*. Due to an inadequate bid response, the bid documents were reissued and three proposals were received and evaluated. A Post-Bid Addendum was subsequently issued to provide additional clarification and request pricing for a typical scenario. An analysis of the responses determined that the apparent low bidder did not fully meet the bid requirements and was not fully responsive. Staff therefore recommends award of a contract to Premier, the lowest-priced bidder, which was fully responsive, demonstrated an understanding of the scope of work, was qualified to perform such services, fully met the bid requirements and has provided satisfactory service under an existing contract for such work in the SENY region. The new contract would become effective on or about April 1, 2012 for an intended term of up to 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, \$470,000.

“Blueback herring has been identified by the U.S. Fish and Wildlife Service, the New York State Department of Environmental Conservation and the Federal Energy Regulatory Commission (‘FERC’) as the key fish species requiring downstream passage protection at the Crescent and Vischer Ferry Projects. Pursuant to FERC’s orders of November 1997 and March 2001, the Authority was mandated to install and test acoustic fish deterrent systems at the two Projects to determine if fish (particularly blueback herring) could be effectively diverted to bypasses that would provide safe passage around the Projects. The contract with **Ultra Electronics Ocean Systems, Inc. (‘Ultra Electronics’) (Q12-5147; PO# TBA)** would provide for the continuation of such work, including the installation, operation and maintenance of acoustic fish deterrent systems at the Crescent and Vischer Ferry Projects. To that end, bid documents were developed by staff and were downloaded electronically from the Authority’s Procurement website by 17 firms, including those that may have responded to a notice in the New York State *Contract Reporter*; one proposal was received and evaluated. Reasons for the lack of other proposals include, but are not limited to, not their scope of work, unable to submit a competitive bid or downloaded the documents for information purposes only. The acoustic fish deterrent systems are based on proprietary transducer technology designed by Ultra Electronics. Such equipment, previously purchased by the Authority from Ultra Electronics, requires compatible electronics and computer software to operate within the design parameters. Given the proprietary nature of the transducers, Ultra Electronics is uniquely qualified to operate and maintain such equipment / systems. Staff therefore recommends award of a contract to Ultra Electronics, which meets the bid requirements and has provided satisfactory service under an existing contract for such work. The new contract would become effective on or about April 1, 2012 for an intended term of up to five years (to be released in one-year increments for cost control), 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, \$667,518.

**Contract Extensions and Additional Funding:**

**Power Supply**

***Engineering***

“The contract with **KEMA Inc. (4500209118)** provides for cyber security vulnerability assessment services of the Authority’s critical cyber assets, as required by NERC CIP standards and regulatory requirements. The original award, which was competitively bid, became effective on October 19, 2011 for an initial term of less than one year, in the amount of \$61,160. Due to time constraints and the need to complete the requisite initial services by December 31, 2011, the contract was awarded for the base bid work, which was successfully completed by the prescribed compliance deadline. The Request for Quotation (‘RFQ’) included two options in addition to the base bid: 1) to conduct two additional annual follow-up assessments to meet NERC CIP regulatory requirements and 2) to perform more rigorous vulnerability penetration testing / assessment against the Authority’s real-time control system (SCADA and/or EMS) test-beds over a two-year period. Based on KEMA’s satisfactory performance and successful completion of the base bid work, staff recommends an extension of the subject contract for approximately two years to exercise the aforementioned options and provide for the continuation of such services as anticipated in the original RFQ, in order to comply with NERC CIP standards and regulatory requirements. The current contract amount is \$61,160; staff anticipates that additional funding in the amount of \$165,000 may be required for the extended term. The Trustees are requested to approve an extension of the subject contract through December 31, 2013, as well as the additional funding requested.

***Project Management / Transmission***

“At their meeting of September 28, 2010, the Trustees approved the award of a contract to **Quanta Technology, LLC (‘Quanta’) (4500194644)** to perform a condition assessment of the Authority’s existing Transmission System equipment and assets, in connection with the Life Extension and Modernization Program. The subject contract, which was competitively bid, became effective on September 29, 2010 for an intended term of less than one year, in the approved amount of \$2,047,733. The original scope of work was comprised of performing a condition and life assessment study, risk of failure study and cost benefit analysis for nine transmission projects, including developing a preliminary implementation schedule for mitigating concerns and cost estimates for each task. Due to budget constraints, Quanta was notified to stop work on all such projects in December 2010. In order to address regulatory requirements mandated by the North American Electric Reliability Corporation (‘NERC’), Quanta was subsequently notified to re-start activities relating to the Clearance Remediation project included in the original work scope. Available contract funding was used to offset the additional cost of evaluating all 1,400 miles of transmission lines, in compliance with the NERC-mandated requirements, and an additional \$135,495 was authorized in accordance with the EAPs. At their meeting of September 27, 2011, the Trustees approved a six-month extension in order to complete the Clearance Remediation project, with no additional funding requested. Additional data gathering and engineering analyses pertaining to the base work scope have subsequently identified opportunities that will ultimately yield significant savings to the Authority in construction costs. Due to the considerable amount of time needed to fully review, analyze, update and incorporate such results into the study, the project was not completed within the previously anticipated timeframe. An additional six-month extension is now requested to complete the study associated with the Clearance Remediation project and to provide ongoing support as the Authority continues to develop its remediation strategy and submits filings with the NYISO and other regulatory agencies, as needed. The current contract amount is \$2,183,228; staff estimates that additional funding in the not-to-exceed amount of \$150,000 may be required for the extended contract term. The Trustees are therefore requested to approve an extension of the subject contract through September 30, 2012, as well as the additional funding requested, thereby increasing the total approved contract amount to \$2,333,228.

**FISCAL INFORMATION**

“Funds required to support contract services for various Business Units/Departments and Facilities have been included in the 2012 Approved O&M Budget. Funds for subsequent years, where applicable, will be included in the budget submittals for those years. Payment will be made from the Operating Fund.

“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. Payment for certain contracts in support of Energy Services Programs will be made from the Energy Conservation Effectuation and Construction Fund.

RECOMMENDATION

“The Deputy General Counsel, the Senior Vice President – Power Supply Support Services, the Senior Vice President – Transmission, the Vice President – Energy Services, the Vice President – Project Management, the Vice President – Engineering, the Vice President – Environment, Health and Safety, the Vice President – Procurement, the Vice President – Project Management, Licensing and Compliance, the Vice President – Human Resources, the Director – Marketing Analysis and Administration, the Director – Asset and Maintenance Management, the Regional Manager – Northern New York, the Regional Manager – Central New York, the Regional Manager – Western New York, the Regional Manager – Southeastern New York and the General Manager – Clark Energy Center recommend that the Trustees approve the award of multiyear procurement (services) contracts to the companies listed in Exhibit ‘2k-A’ and the extension and additional funding of the procurement (services) contracts listed in Exhibit ‘2k-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 a resolution in the form of the attached draft resolution.”

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 and other contracts set forth in Exhibit “2k-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 “2k-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 Acting 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.**

**I. Niagara Power Project – Lewiston Pump Generating Plant Life Extension and Modernization Program – Isolated Phase Bus and Phase Reversal Switch – Contract Award**

The President and Chief Executive Officer submitted the following report:

**SUMMARY**

“The Trustees are requested to approve the award of a seven-year contract to Ferguson Electric of Buffalo, New York (‘Ferguson’), in the amount of \$1,591,600 for the procurement and installation of the Isolated Phase Bus (‘IPB’) and Phase Reversal Switch (‘PRS’) and associated items, as part of the Life Extension and Modernization (‘LEM’) Program at the Lewiston Pump Generating Plant (‘LPGP’).

**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.

“At their June 29, 2010 meeting, the Trustees approved the LPGP LEM Program at the estimated cost of \$460 million and authorized capital expenditures in the amount of \$131 million. This requested contract award is a part of the previous capital expenditure authorization. As a result of the LPGP modernization, an increase in pump efficiency will be realized and certain sections of the IPB will require an increase in capacity rating to support the pumping capacity increase. In addition, the plant’s aging PRSs are at the end of their useful life and are becoming increasingly difficult to maintain. The PRSs accommodate the operation of the unit in either the pump or generation mode. These PRSs typically operate twice per day and have been in service for approximately 50 years.

**DISCUSSION**

“The scope-of-work under the proposed Ferguson contract includes the design, manufacturing, delivery and installation of IPB and PRSs which are scheduled to be delivered prior to the third feeder outage in October 2012. The installation of the IPB and PRSs will take place during the LPGP LEM Program.

“The Authority issued an advertisement to procure bids in the New York State *Contract Reporter* and bid packages were available as of September 30, 2011. On November 14, 2011 proposals were received from four bidders. The proposal prices are noted below:

<b><u>Bidder</u></b>	<b><u>Location</u></b>	<b><u>Lump Sum</u></b>
Ferguson Electric	Buffalo, NY	\$1,591,600
Crown Electric	Middletown, OH	\$2,150,439
The Calvert Company	Richland, MS	\$2,515,359
Eaton Corporation	E. Syracuse, NY	\$3,227,667

“The proposals were reviewed by an evaluation committee comprising staff from Engineering, Procurement, Niagara Site Personnel and Project Management.

“Ferguson Electric submitted the lowest-cost proposal and was evaluated as technically acceptable. Ferguson, which has extensive experience in electrical construction and projects of this magnitude and demonstrated knowledge of the scope-of-work, is capable of completing this project in a timely manner. Ferguson has performed satisfactory work at LPGP to reconnect the existing IPB to the generator step-up transformers.

**FISCAL INFORMATION**

“Payment associated with this project will be made from the Authority’s Capital Fund.

RECOMMENDATION

“The Senior Vice President – Power Supply Support Services, the Vice President – Project Management, the Vice President – Engineering, the Vice President – Procurement, the Project Manager and the Regional Manager – Western New York recommend that the Trustees approve the award of a multi-year contract to Ferguson Electric of Buffalo, New York, in the amount of \$1,591,600.

“For the reasons stated, I recommend the approval of the above-requested action by adoption of a resolution in the form of the attached draft resolution.”

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, approval is hereby granted to award a seven-year contract to Ferguson Electric of Buffalo, New York, in the amount of \$1,591,600, for the procurement and installation of the isolated phase bus and phase reversal switches as part of the Life Extension and Modernization program to renovate and modernize the Lewiston Pump Generating Plant, as recommended in the foregoing report of the President and Chief Executive Officer;**

<u>Contractor</u>	<u>Contract Approval</u>
Ferguson Electric Buffalo, NY	<u>\$1,591,600</u>

**AND BE IT FURTHER RESOLVED, That the Chairman, the Vice Chairman, the President and Chief Executive Officer, the Acting 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.**

**m. New York Power Authority's Annual Strategic Plan**

The President and Chief Executive Officer submitted the following report:

SUMMARY

“The Trustees are presented with the Authority’s proposed 2012 Strategic Plan, set forth in Exhibit ‘2m-A’ attached hereto, and are requested to adopt the Strategic Plan and authorize the filing of the mission statement and performance measures with the Authorities Budget Office (‘ABO’) as required by Section 2824-a of the Public Authorities Law (‘PAL’).

BACKGROUND

“Chapter 506 of the Laws of 2009 added a new Section 2824-a in the PAL requiring state and local public authorities to develop and adopt a mission statement. The law also requires public authorities to develop performance measures to assist the authority in determining how well it is carrying out its mission. Pursuant to this section, each state authority was to provide a copy of its mission statement and performance measures to the ABO on or before March 31, 2010 and to post and maintain its mission statement and performance report on its Web site. The Authority fulfilled each of these requirements.

“For subsequent reporting years, the mission statement is to be included as part of the Annual Report required to be filed with the ABO pursuant to Section 2800 of the PAL. Every public authority is also expected to annually review its mission statement and measures and publish a measurement report.

“The Authority has for many years annually reviewed and updated, as necessary, its mission statement and performance measures. The Authority’s By-Laws (Article VII, Section 2) provide that the Trustees shall annually review a Strategic Plan and the Plan shall become the basis for the development of departmental plans, the annual budget and the capital expenditure plan.

DISCUSSION

“In 2007, Authority staff undertook a wholesale review its annual strategic planning process wherein the content of the Strategic Plan was redesigned to make more clear the Authority’s role and intentions so that stakeholders may form a better understanding of the driving forces behind the Authority’s direction and decisions. In addition, the strategic planning process was reformed from the prior, shorter-term tactical view to a new, longer-term strategic view of the work plan. Additional efforts by staff provided greater linkage between the Strategic Plan and each organizational unit and employee within the Authority through the annual development of business plans for each of the major functional areas within the Authority. The Authority’s Strategic Plan, which is presented in Exhibit ‘2m-A,’ is delineated in the following format:

- **Mission Statement** – A mission statement is a clear definition of the charter and underlying purpose of the organization, articulating the aims, focus, and emphasis of the organization.
- **Vision Statement** – The vision statement articulates the direction(s) that the organization will pursue. It implicitly recognizes the underlying Mission, but provides a clear statement of upcoming priorities and focus for the management team.
- **Values** – Values articulate the underlying principles and aims of the business philosophy that guide the conduct, practices, and decisions toward which the organization will consistently strive.
- **Strategic Goals** – Strategic goals are the specific programs that focus the organization’s resources and efforts over the horizon of the strategic plan. Strategic goals are supported by strategic initiatives that are projects with defined objectives and a clear beginning and end. Each business unit organization must balance the incremental effort defined by these initiatives with management of the ongoing business of the enterprise.
- **Balanced Scorecard** – The balanced scorecard sets the performance goals and targets and captures the performance results by which the organization measures its success in achieving its mission.

“The Mission Statement, Vision Statement and Values remain unchanged from the prior year. The supporting business plans, which are represented in the Strategic Goals and Balanced Scorecard performance measures, cover planned work and anticipated resource requirements for the period 2012 through 2016, have been updated by each of the respective departments. The business plans have been designed to both complement and translate the 2012 Strategic Plan goals into operational plans for each of the business units. There is direct line-of-sight between the 2012 Strategic Plan goals and the strategic initiatives detailed in each business plan. More importantly, the business plans are designed to describe all the responsibilities and functions carried out within each business unit, including the day-to-day baseline work, specific business unit initiatives required to improve the effectiveness or efficiency of the core business and the resources required to perform the Authority’s business activities. By taking this holistic view, it is possible to gain a broad view of the total resource requirements – people, O&M dollars, and capital dollars – necessary to complete both the baseline work, as well as work associated with one-time initiatives.

“On March 1, 2010, the ABO issued a Policy Guidance statement concerning the implementation of Chapter 506 of the Laws of 2009. In addition to the filing of the mission statement and performance measures as part of the Annual Report filed pursuant to Section 2800 of the PAL, the ABO has requested that each authority provide responses to five questions related to matters of the mission and to certain policy issues regarding the role of the Board and the appointment and role of management. These matters are clearly spelled out in the Authority’s By-Laws, last approved by the Trustees at their July 26, 2011 meeting. Exhibit ‘2m-B’ attached hereto, lists the additional questions and responses that are to be filed with the mission statement and performance measures.

#### RECOMMENDATION

“The Director – Strategy Management recommends that the Trustees adopt the 2012 Strategic Plan presented herein and authorize the filing of mission statement and performance measures with the Authorities Budget Office as required by Section 2824-a of the Public Authorities Law.

“For the reasons stated, I recommend the approval of the above-requested action by adoption of a resolution in the form of the attached draft resolution.”

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 2012 Strategic Plan attached hereto as Exhibit “2m-A” as discussed in the foregoing report of the President and Chief Executive Officer; and be it further**

**RESOLVED, That pursuant to Section 2824-a of the Public Authorities Law, the Corporate Secretary be, and hereby is, authorized to file with the Authorities Budget Office the mission statement and performance measures contained in the Authority’s Strategic Plan and post such information on the Authority’s Web site; and be it further**

**RESOLVED, That pursuant to the Policy Guidance issued by the Authorities Budget Office on March 1, 2010, the Trustees hereby acknowledge that they have read, understand and adopt and the Corporate Secretary be, and hereby is, authorized to file with the Authorities Budget Office the responses to the additional questions posed by such Office attached hereto as Exhibit “2m-B”; and be it further**

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

3. Discussion Agenda:

a. Report of the President and Chief Executive Officer

Corporate Performance Measures

*President Gil Quiniones provided an update of the Authority's performance, as reflected in the corporate performance matrix developed by Authority staff, which he said has been revised to align it with the Authority's goals. He then highlighted some of the key initiatives.*

Key Issues

Energy Highway Initiative

*President Quiniones said that the Authority co-chairs the Governor's Energy Highway Task Force, the membership of which includes the Department of Environmental Conservation, Empire State Development Corporation, New York State Energy Research and Development Authority ("NYSERDA") and the Public Service Commission. President Quiniones continued that a summit on this energy highway project has been scheduled for April 4<sup>th</sup> at Columbia University, after which the Task Force will issue a Request for Information for potential generation and transmission projects in the state. A conference will then be held with interested parties responding to the Request for Information. President Quiniones ended by saying that the Task Force is required to submit an action plan to the Governor at the end of this summer.*

NY-Sun Initiative

*President Quiniones said that the NY-Sun initiative is part of the Governor's agenda in terms of solar and renewable energy in the State and calls for increasing solar capacity in the State while protecting ratepayers. He said that the Authority, along with NYSERDA, Public Service Commission ("PSC"), Long Island Power Authority ("LIPA") and the Investor-Owned Utilities ("IOUs"), assist the Governor in that initiative and the Authority's component of the initiative is being recommended for the Trustees' approval at this meeting.*

ReCharge New York Program

*President Quiniones said that since last November staff has reviewed more than 1,000 applications, with very extensive data, for power under the ReCharge New York program. He said that staff has issued a Press Release stating that in April recommendations will be made to the Economic Development Allocation Board ("EDPAB") and the NYPA Board of Trustees for initial allocations of this lower-cost power, the goal of which is*

*to attract and retain businesses in the State and to advance the Governor's energy and economic development policies.*

**Energy Efficiency Master Plan**

*President Quiniones said the Governor's energy efficiency master plan targets energy efficiency projects in state facilities, schools, colleges and universities. He said that the Governor has requested that the Authority accelerate its efforts in this regard. To that end, over the next four years, the Authority plans to invest approximately \$500 million in energy efficiency projects with an internal rate of return ("IRR") of 10% or better.*

**Strategic Plan**

*President Quiniones said that the Authority held a Strategic Planning Conference to discuss its key initiatives and evaluate where the Authority should be over 5 – 10 years in terms of its business model/structure and key investments. President Quiniones said that the conference was successful and he plans to conduct meetings at the facilities and headquarters to inform employees of the findings of the conference. The final Strategic Plan will be submitted to the Board for review in the fall.*

**Organizational Structure**

*President Quiniones said that as part of the strategic plan the Authority's organizational structure and business processes, including succession planning issues, will be reviewed with the view to ensure that the Authority is organized efficiently and effectively.*

*In response to a question from Chairman Townsend, President Quiniones said that the recent legislation on the energy efficiency master plan included projects at for-profit colleges; therefore, the Authority is eligible to perform work at those facilities.*

b. **Report of the Chief Operating Officer**

*Acting Chief Operating Officer, Mr. Edward Welz, provided highlights of the report to the Trustees.*

c. **Report of the Chief Financial Officer**

*Acting Chief Financial Officer, Mr. Donald Russak, provided highlights of the report to the Trustees.*

*In response to a question from Chairman Townsend, Mr. Russak said that, despite the low levels of snow, overall precipitation has been near normal over Lakes Erie and Ontario so the Authority's budget is close to target, to date.*

#### **4. Allocations of Expansion Power**

The President and Chief Executive Officer submitted the following report:

##### **SUMMARY**

“The Trustees are requested to approve allocations of available Expansion Power (‘EP’) totaling 3,800 kilowatts (‘kW’) to Aurubis Buffalo, Inc., FMC Corporation and Nulife Glass Inc., as described herein and detailed in Exhibit ‘4-A.’ The allocations of hydropower will support capital expansion of more than \$20 million and the creation of 115 jobs in Western New York.

##### **BACKGROUND**

“Under §1005(13) of the Power Authority Act, as amended by Chapter 313 of the Laws of 2005, the Authority may contract to allocate 250 megawatts (‘MW’) of firm hydroelectric power as EP and up to 445 MW of Replacement Power (‘RP’) to businesses in the State located within 30 miles of the Niagara Power Project, provided that the amount of power allocated to businesses in Chautauqua County on January 1, 1987 shall continue to be allocated in such county.

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

“The Authority works closely with business associations, local distribution companies and economic development entities to garner support for the projects to be recommended for allocations of Authority hydropower. Discussions routinely occur with National Grid, Empire State Development Corporation, the Buffalo Niagara Enterprise and Niagara County Center for Economic Development and Erie County Industrial Development Agency to coordinate other economic development incentives that may help bring projects to New York State. Staff confers with these entities to help maximize the value of hydropower to improve the economy of Western New York and the State of New York.

##### **DISCUSSION**

“At this time, there is 16,625 kW of unallocated EP and 26,818 kW of unallocated RP that are available to be awarded to businesses under the criteria set forth in PAL Section 1005(13)(a). Three companies have applied for hydropower as described below.

##### **Aurubis Buffalo, Inc. (Project 1)**

“Aurubis Buffalo, Inc. (‘Aurubis’) submitted an application for hydropower requesting 1,560 kW to serve a potential new project at its Buffalo facility. Aurubis currently operates a copper and brass rolling mill at this site. The company, formerly Luvata Buffalo, Inc., has several allocations of hydropower totaling 11,560 kW. All of the allocations are job compliant except for a 250 kW RP allocation which recently reported 2011 employment levels at 76% of its contract commitment. The Trustees authorized a reduced job commitment for this allocation commencing July 2013 when they approved the company’s long-term contract extension at their December 2010 meeting.

“Aurubis announced that its plant in Sweden would be closing over the next two years. The company plans to relocate some of the production volumes currently produced in Sweden to its Buffalo site if it can secure an EP allocation. Aurubis is owned by Aurubis Holding USA, LLC which is owned by Aurubis AG. The company would make a total capital investment of \$3.2 million to make modifications and upgrade equipment which is currently

inactive, including two rolling mills that have additional casting melting furnaces capacity. In addition, the company would transfer equipment from its facility in Sweden to Buffalo.

“Aurubis, which currently has a headcount of 644 employees, commits to add 30 new jobs to its payroll as a result of this project. The job creation ratio for a recommended amount of 1,200 kW is 25 new jobs per MW. This ratio is above the recent historic average of 17.0 new jobs per MW. The total project investment of \$3.2 million results in a capital investment ratio of \$2.7 million per MW. This ratio is below the recent historic average of \$23 million per MW.

“An allocation of hydropower would support Aurubis’ commitment to modifications and upgrades of currently inactive equipment. The project will help the company grow at its current location and includes two rolling mills, an additional casting melting furnace and various production equipments. An allocation of hydropower would help incentivize the corporation to bring the production from Sweden to Buffalo rather than to competing sites in Europe. Staff recommends an allocation of 1,200 kW be awarded to Aurubis in return for an investment of \$3.2 million and creation of 30 jobs at its Buffalo facility.

#### Aurubis Buffalo, Inc. (Project 2)

“Aurubis Buffalo, Inc. (‘Aurubis’) submitted an application for hydropower requesting 800 kW to serve a second potential new project at its Buffalo site. A new allocation will help the company make its case to take on a new sales initiative. This is a government contract opportunity currently fulfilled by an out-of-state competitor. The project would increase the company’s sales by more than 12%. This project would give the company a long-term contractual arrangement, securing new business and adding new jobs.

“Aurubis, which currently has a headcount of 644 employees, commits to add 44 new jobs to its payroll as a result of this project. The job creation ratio for a recommended amount of 600 kW is 73 new jobs per MW. This ratio is well above the recent historic average of 17.0 new jobs per MW. The total project investment of \$1.5 million results in a capital investment ratio of \$2.5 million per MW. This ratio is below the recent historic average of \$23 million per MW.

“An allocation of hydropower would support Aurubis’ commitment to modifications and upgrades of equipment to its current production plant which involves rebuilding five cupping presses and upgrading supporting equipment. Staff recommends an allocation of 600 kW be awarded to Aurubis in return for an investment of \$1.5 million and creation of 44 jobs at its Buffalo facility.

“Aurubis is vying to bring potential, unrelated expansion projects to Buffalo. If both move forward, the company would invest \$4.7 million and add 74 new high-quality jobs to its existing workforce.

#### FMC Corporation

“FMC Corporation (‘FMC’) submitted an application for hydropower requesting 2,000 kW to serve a proposed production equipment expansion within its existing Tonawanda facility. FMC, a publicly traded chemical manufacturing company, produces a diversified array of chemicals used in agricultural, industrial and consumer product markets. The company produces persulfates at its Western New York plant, chemicals that are strong oxidizers that have a wide variety of uses in manufacturing polymers, printed circuit boards, pulp and paper, and cosmetics. FMC currently has three RP allocations totaling 8,750 kW, all of which are job compliant having reported employment level of 172, exceeding the contractual job commitment of 161 jobs.

“In 2006, FMC received 2,500 kW of RP for a proposed expansion project and was thereby able to convince corporate management to invest in the Tonawanda facility. The allocation included the retention of jobs at the company’s Middleport-based sister plant, a facility dependent upon the success of the Tonawanda operations. The investment successfully solidified FMC’s manufacturing viability in New York State, growing the company’s headcount by 30 jobs or 21% as of today.

“The company sees a market opportunity involving ‘green’ applications for its products that would require a dramatic increase in production capability of up to 50% in Tonawanda. The company would make a total capital

investment of \$12 million to purchase and install five electrolytic cells and associated equipment to expand its facility's production capabilities.

"The company commits to add 16 high quality new jobs to its payroll as a result of this project. The job creation ratio for a recommended amount of 1,500 kW is 10.7 new jobs per MW. This ratio is below the recent historic average of 17.0 new jobs per MW. The total project investment of \$12 million results in a capital investment ratio of \$8.0 million per MW. This ratio is below the recent historic average of \$23 million per MW.

"FMC's Tonawanda plant is competing for capital within its entire corporation. Alternatives being considered to support this production growth are a competitor sourcing arrangement or an expansion of a newly acquired persulfate manufacturing facility in Germany. Expanding the Tonawanda plant would support additional investment and growth opportunities in the future, particularly for 'green' product applications. An allocation of hydropower would support FMC's commitment to Western New York, enabling the creation of 16 jobs and solidifying the 172 existing high quality jobs at its Buffalo and Middleport facilities. Staff recommends an allocation of 1,500 kW be awarded to FMC in return for an investment of \$12.0 million and the creation of 16 jobs.

#### Nulife Glass Inc.

"Nulife Glass Inc. ('Nulife') submitted an application for hydropower requesting 600 kW to serve a new western New York recycling plant. The company is currently working with the Buffalo Niagara Enterprise to identify a suitable location in Dunkirk, NY or within the 30-mile EP allocation zone. Nulife is a recycler of glass from cathode ray tubes ('CRTs'). The company would make a total capital investment of \$3.75 million to purchase and refurbish a building in Western New York. In addition, the company would install a glass melting furnace, dust control systems, mixing plant, controls system, screens, basic handling equipment and associated processing equipment.

"Nulife was established in the United Kingdom ('UK') in 2001 following several years of research to identify and develop a method for recycling the glass from waste CRT. For the past ten years this technology has been perfected and the company now operates a commercial-scale CRT recycling facility in the UK and is looking to expand its business to install a similar CRT recycling plant in the United States.

"Nulife commits to 25 new jobs. The job creation ratio for a recommended amount of 500 kW is 50 new jobs per MW. This ratio is well above the recent historic average of 17.0 new jobs per MW. The total project investment of \$3.75 million results in a capital investment ratio of \$7.50 million per MW. This ratio is below the recent historic average of \$23 million per MW.

An allocation of hydropower would support Nulife's commitment to creating 25 new jobs. Staff recommends an allocation of 500 kW be awarded to Nulife Glass in return for an investment of \$3.75 million and creation of 25 new jobs in Western New York.

"Regarding contracts for the sale of the recommended allocations, through June 30, 2013, the EP allocations for Aurubis and FMC would be delivered by National Grid under the Authority and National Grid's existing EP sale-for-resale agreement. Standard three-party allocation agreements between the customer, the Authority and National Grid, as offered to all EP resale customers located in the National Grid service territory, effectuate the sale and delivery of the EP allocations to the customers until that time. If Nulife locates in the National Grid service territory, the company will also receive its allocation via the standard three-party agreement through June 30, 2013.

"In all cases of Authority hydropower, the allocation amounts are subject to enforceable employment and usage commitments. The standard contract includes annual job reporting requirements and a job compliance threshold of 90%. Should the customer's actual jobs reported fall below the compliance threshold, the Authority has the right to reduce the allocation on a pro-rata basis. For July 1, 2013 and beyond, the allocations will be sold to the customers under a direct sale arrangement, the contract for which may be brought before the Trustees for approval at that time.

SUMMARY

“Staff recommends EP allocations totaling 3,800 kW be awarded to Aurubis, FMC and Nulife for a total of \$20.45 million capital expansion and the creation of 115 new jobs at these companies’ Western New York facilities. This recommendation is described in Exhibit ‘4-A’ showing, among other things, the amount of power requested by the applicant, the recommended allocation amounts and the applicant’s commitment to job creation and capital investment. Additional information on the projects is contained in the application summaries attached as Exhibits ‘4-A-1 – ‘4-A-4.’

RECOMMENDATION

“The Manager – Business Power Allocations and Compliance recommends that the Trustees approve the allocations of hydropower totaling 3,800 kW to Aurubis Buffalo, Inc., FMC Corporation and Nulife Glass Inc. as detailed in Exhibit ‘4-A.’

“For the reasons stated, I recommend the approval of the above-requested action by adoption of a resolution in the form of the attached draft resolution.”

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

**RESOLVED, That allocations totaling 3,800 kW of Expansion Power to three companies, as detailed in Exhibit “4-A,” be, and hereby are, 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 Acting Chief Operating Officer and all other officers of the Authority are, and each of them hereby is, authorized on behalf of the Authority to do any and all things, take any and all actions and execute and deliver any and all agreements, certificates and other documents to effectuate the foregoing resolution, subject to the approval of the form thereof by the Executive Vice President and General Counsel.**

5. **Municipal and Rural Electric Cooperative  
Economic Development Program –  
Allocation to Delaware County Electric Cooperative**

The President and Chief Executive Officer submitted the following report:

SUMMARY

“The Trustees are requested to approve an allocation of 2,300 kW of hydropower under the Municipal and Rural Electric Cooperative Economic Development Program (‘Program’) to the Delaware County Electric Cooperative (‘DCEC’).

BACKGROUND

“The 1991 amendment to the power sales agreement between the Authority and the Municipal and Rural Electric Cooperative Systems set aside a block of 54 MW from the 752 MW of hydropower allocated to the systems for economic development in the systems’ service territories. The total allocation was increased to 764.8 MW as a result of additional power resulting from the Niagara Project upgrade.

“Power from this block can be allocated to individual systems to meet the increased electric load resulting from eligible new or expanding businesses in their service area. Recommended allocations under the Program will now be made using guidelines that were approved by the Trustees on September 23, 2008. Under the revised program, the first 100 kW allocated will be 100 % hydropower and any additional kW at 50% hydropower and 50% incremental power.

“As of January 25, 2011 29,835 kW has been allocated. The DCEC has submitted an application for power under the Program for consideration by the Trustees.

DISCUSSION

“An application has been submitted by DCEC to the Authority on behalf of **Amphenol Aerospace Operations** (‘Amphenol’). Amphenol is a division of Amphenol Corporation, which is one of the largest manufacturers of interconnect products in the world for the military, commercial aerospace and industrial markets. Amphenol designs, manufactures and markets cylindrical and rectangular, electronic, fiber optic, EMI/EMP filter and a variety of special applications connectors and interconnect systems.

“Amphenol has operated from its current facility for more than 80 years under a variety of owners including Scintilla, Bendix, Allied Signal and Amphenol. The company has been and continues to be one of the largest employers in Sidney and Delaware County with more than 750 employees as of December 31, 2011.

“Amphenol has been severely impacted by Hurricane Irene and Tropical Storm Lee causing significant flooding that devastated its Delaware Avenue facility. As a result of the damage to its premises and equipment, Amphenol seriously explored options to move its manufacturing operations outside New York State (‘NYS’).

“With the intention of having the company remain in NYS and preserving decades of industry knowledge and expertise in the region, NYS and Delaware County offered a \$20 million dollar incentive package. This package was offered to relocate Amphenol’s operations from its current facility in Sidney to a new site situated in a location that would minimize future flood impacts. Amphenol has accepted this incentive package to aid the company in its project of securing a new and safer facility within NYS. This project will consist of land acquisition, site improvements, the construction of a new manufacturing facility and all related costs. Total capital investment for the expansion project is expected to exceed \$35 million, with the new facility consisting of a 210,000 square-foot manufacturing space and 60,000 square-foot office space.

“The new facility represents significant continued investment in Amphenol’s employees, capital and economic presence in the Sidney area and is truly a threshold in securing the future of Amphenol in Sidney, New York and retaining more than 700 local jobs.

“Amphenol’s current facility is served by NYSEG; it is proposed that the new facility will be served by DCEC, which is not yet electrically connected to the future site. The recommended allocation will, therefore, be contingent upon DCEC having an executed interconnection agreement in place prior to any Authority allocation becoming effective.

“It is recommended that the Trustees approve an allocation of 2300 kW of hydro power under the Municipal and Rural Electric Cooperative Economic Development Program for the DCEC on behalf of Amphenol. The company’s remaining and expanding in Delaware County means the retention of more than 700 full time jobs making this allocation equivalent to 304 jobs per MW of hydropower. The program guidelines require that a minimum of 50 jobs per MW of hydropower be attained.

“In accordance with the Authority’s marketing arrangement with the municipal and cooperative customers, the hydropower will be added to the recipient system’s contract demand at the time the project becomes operational and the additional jobs and load commitments are reached. The hydropower earmarked for this Program is presently sold to the municipal and rural electric cooperative customers on a withdrawable basis.

#### RECOMMENDATION

“The Senior Vice President – Marketing and Economic Development and the Vice President – Marketing recommends that the Trustees approve the allocation of power under the Municipal and Rural Electric Cooperative Economic Development Program to Delaware County Electric Corporation in accordance with the above.

“For the reasons stated, I recommend the approval of the above-requested action by adoption of a resolution in the form of the attached draft resolution.”

*Mr. Michael Huvane presented highlights of staff’s recommendation to the Trustees. Trustee Dyson commented that 700 full-time jobs could be saved as a result of this allocation and Mr. Huvane added that the company is one of the major manufacturing operations in that region. President Quiniones also added that the Empire State Development Corporation and the Governor’s office asked that the Authority assist in retaining the company in New York State as it was considering leaving the State because of the damages it incurred as a result of hurricane Irene.*

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

**RESOLVED, That the allocation of power to the Delaware County Electric Corporation under the Municipal and Rural Electric Cooperative Economic Development Program is hereby approved as set forth in the foregoing report of the President and Chief Executive Officer; and be it further**

**RESOLVED, That the Senior Vice President – Marketing and Economic Development or his designee be, and hereby is, authorized to execute any and all documents necessary or desirable to effectuate this allocation, subject to the approval of the form thereof by the Executive Vice President and General Counsel; and be it further**

**RESOLVED, That the Chairman, the Vice Chairman, the President and Chief Executive Officer, the Acting 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.**

**6. Agreement for the Sale of ReCharge New York Power and Energy and Service Tariff No. RNY-1**

The President and Chief Executive Officer submitted the following report:

**SUMMARY**

“The Trustees are requested to approve (1) the attached form of ‘Agreement for the Sale of Recharge New York (‘RNY’) Power and Energy (‘Customer Agreement’); and (2) the attached form of ‘Schedule of Rates for Sale of RNY Power (‘Direct Sale’) Service Tariff No. RNY-1’ (‘Service Tariff No. RNY-1’ or ‘Tariff’), for use in the RNY Power Program. Drafts of the form of the Customer Agreement and Service Tariff No. RNY-1 are attached as Exhibit ‘6-A’ and Exhibit ‘6-B,’ respectively.

**BACKGROUND**

“Chapter 60 (Part CC) of the Laws of 2011 (‘Chapter 60’) created the RNY Power Program. The RNY Power Program makes 910 megawatts (‘MW’) of ‘Recharge New York Power’ available to ‘eligible applicants’ for the purpose of attracting new businesses and retaining and expanding existing businesses throughout the State of New York.

“RNY Power is comprised of: (1) fifty percent (50%) of firm hydroelectric power from the Authority’s Niagara and St. Lawrence/FDR hydroelectric projects (‘RNY Hydropower’) that was withdrawn, effective August 1, 2011, from the utility corporations that had purchased such power for the benefit of domestic and rural consumers; and (2) fifty percent (50%) of market power procured by the Authority from market or other appropriate sources (‘RNY Market Power’).

“Pursuant to Chapter 60, the Authority is authorized, beginning July 1, 2012, to ‘make available, contract with and sell’ to eligible applicants such RNY Power allocations as are recommended by the Economic Development Power Allocation Board (‘EDPAB’). RNY Power awards will consist of equal parts of RNY Hydropower and RNY Market Power. The award is referred to in the Customer Agreement and Tariff as the ‘Awarded Allocation.’

“Under the RNY Power Program, ‘eligible applicants’ that receive an Awarded Allocation will have the option to elect to purchase from the Authority either: (1) the entire amount of the Awarded Allocation (*i.e.*, the RNY Hydropower component and the RNY Market Power component); or (2) solely RNY Hydropower component (which is 50% of the amount of the total amount of the Awarded Allocation). Customers that elect to purchase only the RNY Hydropower component may purchase the RNY Market Power component from another source (*i.e.*, their local electric utility or an energy services company or ‘ESCO’). If a customer elects not to purchase RNY Market Power from the Authority, the Authority will have no responsibility for supplying such Market Power to customer for the term of the allocation. The portion of the Awarded Allocation the customer elects to purchase from the Authority is referred to in the Customer Agreement and the Tariff as the ‘Accepted Allocation.’

“The RNY Power the customer purchases from the Authority will be delivered by the customer’s local electric utility. Delivery of RNY Power will be subject to local electric utility tariffs, and the utilities will bill RNY Power recipients directly for all charges related to delivery and any non-Authority power the local utility supplies, as will be provided for in delivery agreements between the Authority and the utilities.

“Pursuant to Chapter 60 and by order of the New York State Public Service Commission, utilities are required to deliver RNY Power at a discount. In essence, the discount derives from exempting RNY Power from the Renewable Portfolio Surcharge and the Systems Benefit Charge, including the Energy Efficiency Portfolio Standard surcharge. The delivery discount will apply to a Customer’s total Awarded Allocation even if the Customer decides to purchase the RNY Market Power component of its Awarded Allocation from a non-Authority source.

“As discussed in more detail below, the Customer Agreement would set forth the terms and conditions that would apply to the allocation and sale of RNY Power to customers, and Service Tariff No. RNY-1 would set forth the rates as well as other terms and conditions that are applicable to the sale of RNY Power.

## DISCUSSION

“The Customer Agreement and Service Tariff No. RNY-1 have been drafted based on the provisions of Chapter 60 and following a comprehensive program administration analysis. These documents are different from contracts and tariffs used in other Authority power programs to account for the following RNY Power Program-specific features as well as other appropriate considerations: (1) Awarded Allocations are comprised of 50% RNY Hydropower and 50% RNY Market Power; (2) the Authority will be offering two separate ‘energy products’ under the RNY Power Program, a ‘blended’ product consisting of 50% RNY Hydropower and 50% RNY Market Power and a ‘RNY Hydropower only’ product; (3) the customer must elect the product it desires to purchase from the Authority; and (4) RNY Power will be sold through a ‘direct sale’ arrangement between the Authority and the Customer, in contrast to a ‘sale-for-resale’ arrangement that has been used in some other Authority power programs whereby the Authority sells power to local utilities which in turn resells it to the program participant.

“The following is a summary of some key features of the Customer Agreement:

- The customer must elect the RNY product it wishes to purchase from the Authority.
- A ‘blended product’ customer may later request to cancel its purchase of RNY Market Power from the Authority. The Authority may accept or reject that request based on consideration such as potential cost impacts on the Authority and other RNY Power Program customers.
- The Customer Agreement will memorialize, as part of the terms and conditions applicable to the sale of RNY Power, the employment and capital investment commitments the customer agrees to undertake, with appropriate performance standards.
- Each customer will be required to conduct an energy audit in the manner provided for in the Customer Agreement at least once during the term of its RNY Power allocation.
- The Authority will function as the New York Independent System Operator (‘NYISO’) Load Serving Entity (‘LSE’) for Authority-supplied RNY Power, but not for any non-Authority power the Customer purchases from another entity.
- Customer consent for the exchange of information between the Authority and the customer’s local electric that is necessary to provide for the delivery of RNY Power sold by the Authority, energy usage and billing, and program administration.
- The term of individual Awarded Allocations is not expected to exceed seven (7) years.
- In the event of a curtailment of hydropower produced by the Authority’s hydroelectric projects, the Authority will supply and the customer will purchase ‘Substitute Energy’ procured by the Authority from market sources.

“At their October 25, 2011 meeting, the Trustees approved the proposed production rate methodology to be used to develop production monthly base rates for the RNY Power Program. The rates presented to the Trustees at the October meeting were differentiated by the geographic zones established by the NYISO. For the July 1, 2012 through June 30, 2013 rate year, the zones have been merged from the eleven individual NYISO zones A through K to four zonal levels comprised of zones A-E, F-I, J and K, to provide for more efficient administration of the RNY Power Program.

“Further, at the October 25, 2011 meeting the Trustees authorized staff to update the rates to account for any changed economic conditions before the July 1, 2012 start of the RNY Power Program. The base rates as presented in proposed Service Tariff No. RNY-1 have been updated to account for the following changed market conditions: (1) market energy price forecast as of January 2012; (2) estimated capacity costs including market capacity price forecast as of January 2012; and (3) current NYISO requirements for locational capacity and reserves.

“The monthly base rate for RNY ‘Hydro Customers’ (*i.e.*, customers purchasing only the RNY Hydropower component of their award) consists of the Preservation Power Price Component, NYISO Transmission and Related Charges Component, Capacity Component (for Zones J and K only), and Distribution Losses Component. The monthly zonal base rate for RNY ‘Blended’ Customers (*i.e.*, customers purchasing both the RNY Hydropower and the RNY Market Power components of their award from the authority) includes the RNY Hydro Customer rate components and the following additional components: the Market Energy Component, Capacity Component (for all Zones), and Bad Debt Risk Component.

“The following is a summary of some of the key provisions of Service Tariff No. RNY-1:

- The Tariff establishes a full cost recovery mechanism assuring revenue neutrality associated with providing RNY Market Power.
- If the actual costs vary from those estimated in the base rate components, the difference will be reconciled through a mechanism designed to recover actual costs incurred (referred to in the Tariff as the ‘Energy Charge Adjustment’).
- The Tariff provides for a pass-through to customers of all taxes, assessments and other charges or costs imposed by third parties relating to the service of RNY Firm Hydro and Blended power.
- If, as a result of reduced water flows caused by hydrologic conditions there is a curtailment of the customer’s RNY Power, the customer will be required to purchase ‘substitute power’ the Authority procures through market sources.
- The Tariff provides for a ‘periodic rate adjustment process’ or ‘PRAP’ on an annual basis or, at other times, as deemed necessary by the Authority. The PRAP will also address an Annual Adjustment Factor process for Preservation Power rate components as well as adjustments to all other rate components based on energy market conditions and other appropriate factors. The Authority will provide written notice less than thirty (30) days prior to implementation of the PRAP.

“The Customer Agreement and Service Tariff No. RNY-1 will include other terms and conditions that are largely standard terms and conditions for the Authority’s power contracts and tariffs relating to such matters as prohibitions on the transfer of RNY Power allocations, metering arrangements, and modification and termination of allocations and the Customer Agreement.

“The proposed form of the Customer Agreement and Service Tariff No. RNY-1 may be subject to modifications before execution as RNY Power Program design is refined, formal allocations are awarded, and delivery arrangements with local utility companies are finalized.

“Staff will seek specific authorization to process and execute finalized Customer Agreements with eligible applicants at the time RNY Power Allocations for such applicants are authorized by the Trustees.

#### FISCAL INFORMATION

“The proposed RNY rates will result in increased hydropower revenues for the Authority when compared to the previously accrued hydropower revenues from the domestic and rural customers. Adoption of the proposed Customer Agreement and Service Tariff No. RNY-1 establishes full cost recovery and revenue neutrality to the Authority for providing RNY Market Power and provides for full recovery of all NYISO charges incurred.

#### RECOMMENDATION

“The Senior Vice President – Marketing and Economic Development and the Director – Marketing Analysis and Administration recommend that the Trustees approve the form of the proposed Customer Agreement and Service Tariff No. RNY-1.

“For the reasons stated, I recommend the approval of the above-requested action by adoption of a resolution in the form of the attached draft resolution.”

*Mr. Mike Lupo presented highlights of staff’s recommendation to the Trustees.*

*Chairman Townsend said he wanted to thank Ms. Judith McCarthy and the legal staff for the work they did in completing the ReCharge New York contracts. He also thanked the Governor for his input in implementing 7-year contracts, a significant accomplishment for economic development in the state, and Authority staff for the work they did in reviewing the applications for the program; he looks forward to approving the allocations in April.*

*In response to a question from Trustee Mark O’Luck, Mr. Lupo said that the power for the ReCharge New York program is hydropower that is being remarketed under the Authority’s Preservation Power rate, hence the increase in revenues for the Authority. Mr. Russak added that, as part of the ReCharge New York legislation, the Authority funds the residential discounts program; the increase in revenues is expected to be approximately the same amount as the funding for the residential discounts over the long-term and therefore balances out. Responding to a question from Trustee Nicandri, Mr. Russak said that ReCharge New York rates will have no effect on the cost-of-service for the Authority’s hydropower plants.*

*In response to a question from Trustee O’Luck, Mr. Lupo said that the rates will be implemented as soon as allocations are approved and contracts executed.*

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

**RESOLVED, That the Trustees hereby approve the proposed form of: (1) the “Agreement for the Sale of Recharge New York Power and Energy” (“Customer Agreement”); and (2) the “Schedule of Rates for Sale of Recharge New York Power (Direct Sale) Service Tariff No. RNY-1” (“Service Tariff No. RNY-1”); and be it further**

**RESOLVED, That the President and Chief Executive Officer or his designee be, and hereby is, authorized, subject to approval of the form thereof by the Chief Operating Officer and the Executive Vice President and General Counsel, to do such other things as may be necessary or desirable to finalize the form of the Customer Agreement and Service Tariff No. RNY-1 as 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 Acting Chief Operating Officer and all other officers of the Authority are, and each of them hereby is, authorized on behalf of the**

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**Authority to do any and all things, take any and all actions as may be necessary or desirable to finalize the form of the Customer Agreement and Service Tariff No. RNY-1, 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.**

**7. Power Contract with the Town of Massena –  
Massena Electric Department**

The President and Chief Executive Officer submitted the following report:

**SUMMARY**

“The Trustees are requested to authorize a public hearing, pursuant to Public Authorities Law (‘PAL’) §1009, on a contract (‘Power Contract’) for the sale of up to 20 megawatts (‘MW’) of hydropower to the Town of Massena, Massena Electric Department (‘MED’) to support economic development in the St. Lawrence County area. Drafts of the form Power Contract and the form Service Tariff SC-1 that would be incorporated into the Power Contract, are attached as Exhibit ‘7-A’ and Exhibit ‘7-B,’ respectively.

**BACKGROUND**

“As part of the St. Lawrence/FDR Project (‘Project’) relicensing, the Power Authority successfully negotiated a return of hydroelectric power that, under the prior license, had been sold to neighboring states. Since the conclusion of the Project relicensing, the Authority has supported the use of a portion of this ‘recaptured’ power to support economic development in the St. Lawrence County area.

“A previous contract, which would have provided for, not only the sale of Project power, but also the provision of funds for economic development purposes generated from the market sale of a portion of such power (the ‘Proposed 2010 Contract’), was disapproved by Governor David A. Paterson on December 15, 2010, pursuant to PAL §1009.

**DISCUSSION**

“The Power Contract provides for the sale of up to 20 MW of Project power to MED for sub-allocation and resale by MED to ‘Qualified End Users’ located in St. Lawrence County. For administrative convenience, the Authority has denominated this Project power as ‘St. Lawrence County Economic Development Power’ (‘SCEDP’).

“MED currently purchases ‘preference power’ produced by the Authority’s Niagara Power Project to serve all classes of retail customers in its service area. SCEDP that would be sold to MED under the Power Contract is not preference power, but would be sold to MED at equivalent cost-based rates. In accordance with the Power Contract, MED would be authorized to resell SCEDP to Qualified End Users at a rate that does not recover from such purchasers more than the cost to MED of the allocation by the Authority, plus the MED’s costs as prescribed by the Power Contract.

“Under the Power Contract, MED and/or an agent would solicit applications for ‘sub-allocations’ of SCEDP. Applications would be evaluated in consultation with other entities identified in the Power Contract. Applications by ‘Eligible Applicants’ would be evaluated based on an economic development plan attached to, and made part of, the Power Contract. Applications deemed acceptable pursuant to the Power Contract would be forwarded to the Authority for consideration. If an application is approved, MED would be authorized to enter into a ‘Sub-Allocation Contract’ with the ‘Qualified End User’ which would set forth the terms and conditions applicable to such person’s purchase of SCEDP from MED. The form of the Sub-Allocation Contract would be subject to Authority approval. The Authority would then make an ‘Allocation’ of SCEDP to MED for the corresponding Sub-Allocation of SCEDP.

“The Power Contract does not provide for any monetization by the Authority for the benefit of MED or other entities (a stated basis for disapproval of the Proposed 2010 Contract), and the Authority would continue to have the exclusive use of all SCEDP that has not been specifically allocated to MED for Sub-Allocations made to, and taken down by, Qualified End Users.

“Under the Power Contract, Sub-Allocations of SCEDP may not exceed seven (7) years without good cause shown by MED. Allocations of SCEDP by the Authority may be used by MED solely for the purpose of making corresponding Sub-Allocations in accordance with the Power Contract.

“MED would be responsible: (i) to serve as the NYISO Load Serving Entity for the SCEDP, and (ii) for the transmission and delivery of SCEDP from the Project switchyard to points of delivery to the Qualified End Users, and would also be responsible for all costs associated with these matters (subject to recoupment of costs from Qualified End Users).

“The Power Contract contains numerous other provisions found in other Authority power contracts, relating to such matters as hydropower curtailments, prohibitions on the transfer of power, and modifications and terminations of allocations due to jurisdictional rulings and orders.

“The Power Contract would have an effective termination date of September 1, 2025.

#### FISCAL INFORMATION

“Power sales would be made to MED at the Authority’s cost-based rates and thus would recover the Authority’s cost of production.

#### RECOMMENDATION

“The Senior Vice President – Marketing and Economic Development recommends that the Trustees approve a public hearing on the Power Contract. It is further recommended that, pursuant to PAL §1009, the Corporate Secretary be authorized to transmit copies of the proposed Power Contract to the Governor and legislative leaders for their information and to arrange for the publication of a notice of public hearing in six newspapers throughout the State in accordance with the Public Authorities Law.

“For the reasons stated, I recommend the approval of the above-requested action by adoption of a resolution in the form of the attached draft resolution.”

*Mr. Mike Lupo presented highlights of staff’s recommendation to the Trustees. In response to a question from Trustee Nicandri, Mr. Lupo said that the Regional Economic Development Council first reviews the recommendation after which it is recommended to the Authority’s Board for its approval. Responding to a question from Trustee O’Luck, Mr. Lupo said that staff recommends an allocation to Massena Electric Department (“MED”); under Article III, MED can then sub-allocate the power. Applications are reviewed by the Industrial Development Authority (“IDA”) and the Regional Economic Development Council, then the Authority’s Board for final approval. The Board has the discretion to accept, reject, or reduce the allocation or request additional information. Responding to a question from Trustee Curley, Mr. Lupo said that the sub-allocation is not available to not-for-profit entities.*

*Trustee Dyson thanked the General Counsel for her work on the contract negotiations. He and Trustee Nicandri had discussions with the Senators in Massena in this regard and he is pleased with the outcome. Ms. McCarthy added that she wanted to thank Messrs. Robert McNeil, Andy McMahan, Patrick Kelly and Eric Gustafson from the North Country for their cooperation and diligence during the negotiations.*

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

**RESOLVED, That the Trustees hereby authorize a public hearing on the terms of the proposed power contract (“Power Contract”) for the sale of hydropower to the Town of Massena, Massena Electric Department (“MED”); and be it further**

**RESOLVED, That the Corporate Secretary be, and hereby is, authorized to transmit copies of the proposed Power Contract to the Governor, the Speaker of the Assembly, the Minority Leader of the Assembly, the Chairman of the Assembly Ways and Means Committee, the Temporary President of the Senate, the Minority Leader of the Senate and the Chairman of the Senate Finance Committee pursuant to Public Authorities Law §1009; and be it further**

**RESOLVED, That 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, all done in accordance with the provisions of Public Authorities Law §1009; and be it further**

**RESOLVED, That the President and Chief Executive Officer and the Acting Chief Operating Officer or their designees are, and each of them hereby is, authorized, subject to the approval of the form thereof by the Executive Vice President and General Counsel, to enter into such agreements, and to do such other things, as may be necessary or desirable to finalize the form of the Power Contract and Service Tariff No. SC-1 as 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 Acting 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 resolutions, subject to the approval of the form thereof by the Executive Vice President and General Counsel.**

**8. Solar Market Acceleration Program Authorization and 100 MW Solar Initiative – Staff Report**

The President and Chief Executive Officer submitted the following report:

**SUMMARY**

“The Trustees are requested to authorize up to \$30 million in funding to implement the Solar Market Acceleration Program (‘Solar MAP’). Solar MAP would be comprised of up to \$30 million in solar photovoltaic (‘PV’) research, training and demonstration projects targeting PV cost reductions over five years. The program would be developed in support of the Governor’s NY-Sun initiative, which calls for increasing solar capacity in New York State (‘NYS’) while protecting ratepayers. To that end, the Authority would engage the services of research institutions, technology development companies and technical consultants to provide studies and training. In addition, project grants to eligible participants of the Authority’s Statewide Energy Services Program (‘ESP’) would be provided to meet the mission of this effort.

“In addition, the Trustees are requested to approve the closure of the 100 MW Solar Initiative competitive solicitation without an award.

**BACKGROUND**

“The Authority’s mission is to provide clean, economical and reliable energy consistent with its commitment to safety, while promoting energy efficiency and innovation for the benefit of its customers and all New Yorkers. The Authority has worked to help the State reach the goals of Executive Order No. 111 (which requires agencies to reduce energy consumption while transitioning to renewable energy sources) and ‘45x15’ (which aims for 45% of the State’s electricity needs to be met through improved energy efficiency and renewable sources by 2015). In that regard, the Authority has been a leader in providing ESPs throughout NYS, resulting in nearly \$139 million in annual customer savings at about 3,800 public facilities, including schools, hospitals and municipal buildings, for a reduction of annual greenhouse gas emissions of more than 830,000 tons.

“The Authority has also played a major role in developing and expanding the NYS solar energy industry with over 100 installations to date totaling over 2.5 MW of capacity, including the first large-scale solar projects developed in New York dating back to the early 1990s. Over the last few years, as part of the 2008 Trustee authorized Renewable Energy Program, the Authority has supported the development of over 50 PV projects, including a 750 kW PV system at the University at Buffalo and smaller systems installed at public facilities, as part of comprehensive energy efficiency packages.

“In January 2010, the Authority conducted an extensive Request for Proposals (‘RFP’) process calling for the installation of 100 MW of solar power capacity statewide (‘100 MW Initiative’). This initiative was envisioned as a public-private partnership with private solar developers owning and operating solar power systems at public facilities throughout NYS.

“The initiative presented several risks and challenges. First, implementing the 100 MW Initiative would require an estimated \$20 million annual average subsidy from the Authority for 20 years to cover the premium cost of the solar energy through long-term Power Purchase Agreements. Second, public facilities were reluctant to sign long-term leases with private developers and were not able to accept certain contractual risks from lease terminations or temporary site closures, leaving the Authority at risk to pay developers potentially significant default penalties. Lastly, the 100 MW Initiative offered limited support to local manufacturing as the bulk of equipment purchased would most likely have been from outside of NYS.

“Consequently, staff recommends and requests Trustee authorization to close the 100 MW Initiative competitive solicitation without making an award.

“Governor Cuomo recently called for the expansion the State’s solar programs through the NY-Sun Initiative, with the goal of doubling the State’s customer-sited PV capacity that was installed in 2011 and quadrupling that capacity by 2013. NY-Sun is expected to be developed through an expansion of NYS’s existing solar energy incentive programs including the Renewable Portfolio Standard solar incentive program administered by the New York State Energy Research Development Authority (‘NYSERDA’) as well as an expansion of the solar incentives offered by the Long Island Power Authority (‘LIPA’). In addition, NY-Sun calls for expanding to the commercial sector the New York solar sales tax exemption currently available only to homeowners. The Governor also stated a concern regarding the high cost of solar power and stressed the need to keep a firm eye on solar costs to protect ratepayers. Solar MAP is designed to complement the NY-Sun Initiatives by targeting research to help reduce PV costs thereby allowing the NYSERDA and LIPA incentive programs to be more cost effective.

“The Power New York Act of 2011 directed NYSERDA to evaluate the costs and benefits of dramatically increasing the use of PV in New York State. NYSERDA’s recently released ‘Solar Study’ recommended that New York continue to invest in PV, but that any strategies to do so should be complemented by additional efforts to reduce balance-of-system costs, including more streamlined permitting processes, and continued financial support for targeted research and development, workforce training and business development. Solar MAP is designed to complement the NY-Sun initiative and help to achieve these recommendations from the Solar Study.

“The Trustees are requested to authorize up to \$30 million in total funding for Solar MAP, aimed at supporting the Governor’s recent call for increasing solar capacity in NYS while protecting ratepayers.

## DISCUSSION

“Solar MAP is designed to target and reduce solar development costs in New York and to support the Governor’s goals of increasing solar capacity statewide while protecting ratepayers and establishing New York’s technology leadership in this important emerging market.

“If authorized by the Trustees, Solar MAP would consist of a non-recoverable solar fund of up to \$30 million to be available for expenditure over a five-year period commencing April 1, 2012.

“The Solar MAP would consist of three main areas of activity:

1. Engage research institutions, technology development companies and technical consultants, through competitive solicitations, either independently or in collaboration with NYSERDA, to provide research studies in connection with solar panel and balance-of-system cost reductions.
2. Develop solar demonstration projects located at ESP participant sites to validate advanced PV technology performance, system integration strategies, cost reductions and safety. Demonstration sites will also serve as technology laboratories and centers for training and education. Demonstration sites and specifications that best meet program goals will be selected by the Authority. Site construction services and equipment will be procured through a competitive solicitation process.
3. Develop solar soft-cost reduction strategies consisting of technical studies and analysis performed in coordination with State agencies, State authorities and distribution utilities. Strategies will focus on streamlining the integration of solar generation with the grid and energy markets. Projects will also aim to standardize statewide solar design and permitting packages and pre-certifying utility and owner-operator agreements. Solar training programs will also be coordinated with local permitting authorities and fire departments.

“A steering committee will be formed within the Authority to review all competitive solicitations to be issued under Solar MAP, as well as all resulting contract and grant award recommendations.

“Staff will also coordinate with NYSERDA to share expertise and results. Collaboration and additional co-funding would be sought from the US Department of Energy’s Advanced Research Projects Agency for Energy

(‘ARPA-E’), the Electric Power Research Institute (‘EPRI’), National Research Labs and others to secure additional research dollars for New York.

FISCAL INFORMATION

“The \$30 million Solar Market Acceleration Program will be funded from the Authority’s Operating Fund.

RECOMMENDATION

“The Senior Vice President – Marketing and Economic Development and the Vice President – Energy Services and Technology recommend that the Trustees authorize termination of the 100 MW Initiative Request for Proposals without an award, and formally approve the Solar Market Acceleration Program as described above.

“For the reasons stated, I recommend the approval of the above-requested actions by adoption of a resolution in the form of the attached draft resolution.”

*Mr. Guy Sliker presented highlights of staff’s recommendation to the Trustees. Responding to a question from Trustee O’Luck, Mr. Sliker said that by working with NYSERDA, New York State companies will be targeted for this initiative.*

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

**WHEREAS, the Authority issued a Request for Proposals (“RFP”) for supply of electric energy from solar photovoltaic power systems for up to 100 megawatts (“MW”) to be located at facilities throughout New York State; and**

**WHEREAS, as a result of evaluating proposals received in response to the RFP, the Authority determined it is not fiscally prudent to commit its resources to the estimated annual subsidy required for the 100 MW Solar Initiative;**

**RESOLVED, That the President and Chief Executive Officer, or his designee, is hereby authorized on behalf of the Authority to close the 100 MW Solar Initiative competitive solicitation without award and notify bidders of this outcome; and be it further**

**RESOLVED, That the Trustees hereby authorize up to \$30 million in total available funds to be used for solar research studies, training programs and project demonstration grants, with such funds being utilized over a five-year period for the Solar Market Acceleration Program as described in the foregoing report of the President and Chief Executive Officer; and be it further**

**RESOLVED, That Operating Fund monies will be used to fund such studies, training programs and grants in the amount and for the purposes listed below:**

<u>Operating Funds</u>	<u>Expenditure Authorization (not to exceed)</u>	<u>Authorization Expires</u>
Research Studies, Training Programs and Project Grants	<u>\$30 million</u>	4/1/2017

**AND BE IT FURTHER RESOLVED, That the Chairman, the Vice Chairman, the President and Chief Executive Officer, the Acting 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 certificates, agreements and other documents to effectuate the foregoing resolution, subject to the approval of the form thereof by the Executive Vice President and General Counsel.**

**9. 2011 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, 2011 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 2009 (‘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 2011 on the Authority’s web site.

**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 Act. The PAAA became effective with the Authority’s fiscal year beginning January 1, 2006. 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, 2011 (Exhibit ‘9-A’) 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, as amended by the PAAA. This report was reviewed by the Audit Committee at its meeting of March 27, 2012. The Trustees are also requested to approve a report of actual versus budgeted results for the year 2011 (Exhibit ‘9-B’) 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 attached reports (Exhibits ‘9-A’ and ‘9-B’) as discussed herein.

“For the reasons stated, I recommend the approval of the above-requested action by adoption of a resolution in the form of the attached draft resolution.”

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 certain 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, 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, 2011 as evidenced by a writing dated even date hereof;**

**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 2011 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 2011 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 Web site; and be it further**

**RESOLVED, That the Chairman, the Vice Chairman, the President and Chief Executive Officer, the Acting Chief Operating Officer, the Acting Chief Financial Officer and all**

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**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.**

10. a. **Election of Chief Operating Officer**

The Chairman submitted the following report:

**SUMMARY**

“The Trustees are requested to consider the election of Mr. Edward Welz of Queens County, New York as Chief Operating Officer of the Authority, effective immediately.

**BACKGROUND AND DISCUSSION**

“Article IV, Section 2 of the Authority’s By-laws provides for the election of certain non-statutory officers by the Trustees. Section 3 of the same Article provides that such non-statutory officers shall hold office until his successor is chosen and qualified or his earlier removal, resignation or death.

**RECOMMENDATION**

“It is recommended that, pursuant to Article IV of the By-laws, adopted December 18, 1984, and last amended on July 26 2011, Mr. Edward Welz be elected as Chief Operating Officer, effective immediately, to hold such office until his successor is chosen and qualified or his earlier removal, resignation or death.”

The following resolution, as submitted by the Chairman, was unanimously adopted.

**RESOLVED, That pursuant to Article IV, Section 2 of the Authority’s By-laws, Mr. Edward Welz is hereby elected as Chief Operating Officer, effective immediately, and shall hold office until his successor is chosen and qualified or his earlier removal, resignation or death.**

**b. Election of Executive Vice President and Chief Financial Officer**

The Chairman submitted the following report:

SUMMARY

“The Trustees are requested to consider the election of Mr. Donald Russak of Westchester County, New York as Executive Vice President and Chief Financial Officer of the Authority effective immediately.

BACKGROUND AND DISCUSSION

“Article IV, Section 2 of the Authority’s By-laws provides for the election of certain non-statutory officers by the Trustees. Section 3 of the same Article provides that such non-statutory officers shall hold office until his successor is chosen and qualified or his earlier removal, resignation or death.

RECOMMENDATION

“It is recommended that, pursuant to Article IV of the By-laws, adopted December 18, 1984, and last amended on July 26, 2011, Mr. Donald Russak be elected as Executive Vice President and Chief Financial Officer, effective immediately, to hold such office until his successor is chosen and qualified or his earlier removal, resignation or death.”

The following resolution, as submitted by the Chairman, was unanimously adopted.

**RESOLVED, That pursuant to Article IV, Section 2 of the Authority’s By-Laws, Mr. Donald Russak is hereby elected as Executive Vice President and Chief Executive Officer, effective immediately, and shall hold office until his successor is chosen and qualified or his earlier removal, resignation or death.**

**c. Election of the Vice Chairman of the Authority**

The Chairman submitted the following report:

**SUMMARY**

“In accordance with Section 1004 of the Public Authorities Law (the ‘Power Authority Act’), the Trustees are requested to elect Mr. John S. Dyson, of Millbrook, Dutchess County, as Vice Chairman of the Authority, effective immediately.

**DISCUSSION**

“Section 1004 of the Power Authority Act provides that the Trustees may choose, from among their own number, a Trustee to hold the position of Vice Chairman of the Authority. Mr. Dyson is exceptionally well qualified to serve as Vice Chairman based on his long career and many accomplishments in the public and private sectors, his extensive business skills, his knowledge of energy and economic development issues and his commitment to public service.

“Mr. Dyson currently serves as Chairman of Millbrook Capital Management, a private investment firm that manages a manufacturing company, a hedge fund and vineyards in Millbrook, California and Italy. His career in public service includes a previous tenure as Chairman of the Power Authority from 1979 to 1985, with appointments as a Trustee by Governors Hugh L. Carey and Mario M. Cuomo. Mr. Dyson’s accomplishments as Chairman included winning regulatory approval for construction of the 207-mile Marcy-South transmission line in the face of intense controversy and opposition; negotiating and signing a major contract for purchases of hydroelectric power from Quebec; conceiving and implementing ‘Juice for Jobs,’ the first Power Authority program to specifically link low-cost power allocations to job creation and protection by recipients; developing a multifaceted program to reduce the state’s dependence on imported oil; establishing and implementing the Authority’s first energy efficiency program; and presiding over construction of the Authority’s first two small hydroelectric projects--at the Ashokan and Kensico reservoirs.

“Prior to his nearly six years as Power Authority Chairman, Mr. Dyson had served in the Carey Administration, beginning in 1975, as Commissioner of Agriculture and Markets and as Commissioner of Commerce. After leaving the Authority, he worked for the next decade in the private sector. From 1995 through 2001, he served in the administration of New York City Mayor Rudolph W. Giuliani as Deputy Mayor for Economic Development and Finance and then as Chairman of the Mayor’s Council of Economic Advisors. In the period since, he has devoted much of his time to directing the activities of Millbrook Capital Management, but has also taken on a number of public-service assignments related to energy issues and policy in New York State and nationally.

“Mr. Dyson served as a lieutenant in the U.S. Army in military intelligence from 1968 through 1970. His service included one year in Vietnam, where he earned the Bronze Star, and a subsequent assignment at the Pentagon on the staff of the Assistant Chief of Staff, Intelligence. Mr. Dyson holds a Bachelor of Science degree from Cornell University, where he majored in agricultural economics, and a Master’s degree in Public Affairs from the Woodrow Wilson School of Public and International Affairs at Princeton University.

**RECOMMENDATION**

“It is hereby recommended that Mr. John S. Dyson be elected as Vice Chairman of the Authority, effective immediately.”

The following resolution, as submitted by the Chairman, was unanimously adopted.

**RESOLVED, That pursuant to §1004 of the Public Authorities Law, Mr. John S. Dyson, of Millbrook, Dutchess County, be, and hereby is elected as the Vice Chairman of the Power Authority of the State of New York, effective immediately.**

11. **Amendments to the Authority's By-laws**

The President and Chief Executive Officer submitted the following report:

“The Trustees are requested to amend the Authority’s By-laws for the purposes of:

- (1) Clarifying the requirements under the Power Authority Act and other provisions of the Public Authorities Law and to reflect the technological advances.
- (2) Conforming the role of Chief Executive Officer and the Board of Trustees to best practice.
- (3) Amending the reporting structure of the General Counsel and Chief Financial Officer. (See Exhibit ‘11-C’ - Governance Survey)
- (4) Amending titles to accurately describe officers’ roles and responsibilities.
- (5) Adding a new Board Committee.
- (6) Making other conforming and non-substantive changes.

“A redlined version of the proposed amended By-laws is attached as Exhibit ‘11-A.’ Deletions are shown by strikethroughs in brackets; additions are shown by bolded and underscored text. The final version of the proposed amended By-laws is attached as Exhibit ‘11-B.’

“The General Counsel and I recommend that the Trustees approve the proposed By-laws amendments.”

*Ms. Judith McCarthy presented highlights of staff’s recommendation to the Trustees. She said that the modifications to section H of the Authority’s By-laws were approved by the Governance Committee earlier today and is now being presented to the full Board of Trustees for approval. By motion made and seconded the By-laws were approved as amended.*

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

**RESOLVED, That the revisions to the By-laws (originally adopted on April 9, 1954, and last amended on July 26, 2011) discussed in the foregoing report of the President and Chief Executive Officer and attached hereto as Exhibit “11-A,” be hereby adopted; and be it further**

**RESOLVED, That the Chairman, the Vice Chairman, the President and Chief Executive Officer, the Acting Chief Operating Officer, the Acting Chief Financial Officer and any other necessary Authority officers 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 necessary to effectuate the foregoing resolution, subject to the approval of the form thereof by the Executive Vice President and General Counsel.**

12. **Adoption of Strategic Planning and Energy Committee Charter**

The President and Chief Executive Officer submitted the following report:

SUMMARY

“The Trustees are requested to review and adopt the Strategic Planning and Energy Committee Charter (Exhibit ‘12-A’).

“The purpose of the of this new Board Committee is to review the Authority’s mission and develop, at least annually, a strategic vision for the Authority, with emphasis on its energy policy, its future goals, projects and overall direction; and perform such other responsibilities as the Trustees shall assign to it.

“The specific responsibilities of the Strategic Planning and Energy Policy Committee include:

- Providing guidance and serving as a resource to the Board of Trustees and management in the development of the Authority’s energy policy and its long-term objectives, direction and strategic plans.
- Assisting management in identifying potential concerns and critical strategic issues facing the Authority and analyzing alternative strategic options.
- Reviewing, at least annually, the Authority’s mission statement, five-year strategic plan and overall direction.
- Making recommendations, at least annually, to the full board related to the Authority’s mission, vision, strategic initiatives, major programs and services.
- Understanding the industry and keeping up-to-date on market trends and advances in technology.

“The Strategic Planning and Energy Committee Charter is attached as Exhibit ‘12-A.’

“The General Counsel and I recommend that the Trustees approve the Strategic Planning and Energy Committee Charter.”

*Chairman Townsend thanked President Quiniones and Trustee Dyson for their leadership in framing the strategic planning and energy policy committee charter which he supports. He said he is aware of the Authority’s role in the state’s economic development as seen in the number of jobs it facilitates, maintains and creates, and also its capital investments in the North Country, Niagara and Erie counties. The strategic planning and energy policy committee charter is a move in the right direction.*

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

**RESOLVED, That the Strategic Planning and Energy Charter be adopted in the form proposed.**

13. **Strategic Planning and Energy Policy Committee Appointments**

The Chairman submitted the following report:

**SUMMARY**

“Trustees are requested to appoint Trustee John S. Dyson to serve as Chair of the newly-created Strategic Planning and Energy Policy Committee effective March 27, 2012, and Trustees Jonathan F. Foster, Eugene L. Nicandri and R. Wayne LeChase as members.

**BACKGROUND**

“Article V of the By-laws of the Power Authority of the State of New York, as amended today, March 27, 2012 (‘By-laws’), provides for the creation of a Strategic Planning and Energy Policy Committee. The Committee is charged with reviewing the Authority’s mission and developing, at least annually, a strategic vision for the Authority, with emphasis on its energy policy, future goals, projects and overall direction.

“Under the Strategic Planning and Energy Policy Committee Charter, the Committee’s Chair and its members are to be selected by a vote of the Board of Trustees.

**RECOMMENDATION**

The following resolution, as submitted by the Chairman, was unanimously adopted.

**RESOLVED, That Trustee John S. Dyson shall be the Chair of the Strategic Planning and Energy Policy Committee effective March 27, 2012 and be it further**

**RESOLVED, That Trustee Jonathan F. Foster shall be a member of the Strategic Planning and Energy Policy Committee effective March 27, 2012 and be it further**

**RESOLVED, That Trustee Eugene L. Nicandri shall be a member of the Strategic Planning and Energy Policy Committee effective March 27, 2012, and be it further**

**RESOLVED, That Trustee R. Wayne LeChase shall be a member of the Strategic Planning and Energy Policy Committee effective March 27, 2012.**

14. Other Business

*By motion made and seconded, Trustee R. Wayne LeChase was nominated as a member of the Audit Committee.*

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

*Mr. Chairman, I move that the Authority conduct an executive session pursuant to the Public Officers Law of the State of New York section §105 to discuss matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation. On motion made and seconded, an Executive Session was held.*

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

*Mr. Chairman, I move to resume the meeting in Open Session.* On motion made and seconded, the meeting resumed in Open Session.

17. **Next Meeting**

The next regular meeting of the Trustees will be held on **Tuesday, April 24, 2012, at 11:00 a.m., at the Clarence D. Rappleyea Building, White Plains, New York**, unless otherwise designated by the Chairman with the concurrence of the Trustees.

**Closing**

On motion made and seconded, the meeting was adjourned by the Chairman at approximately 1:36 p.m.

A handwritten signature in black ink, appearing to read "Karen Delince". The signature is fluid and cursive, with a large initial "K" and "D".

Karen Delince  
Corporate Secretary

March 27, 2012

# **EXHIBITS**

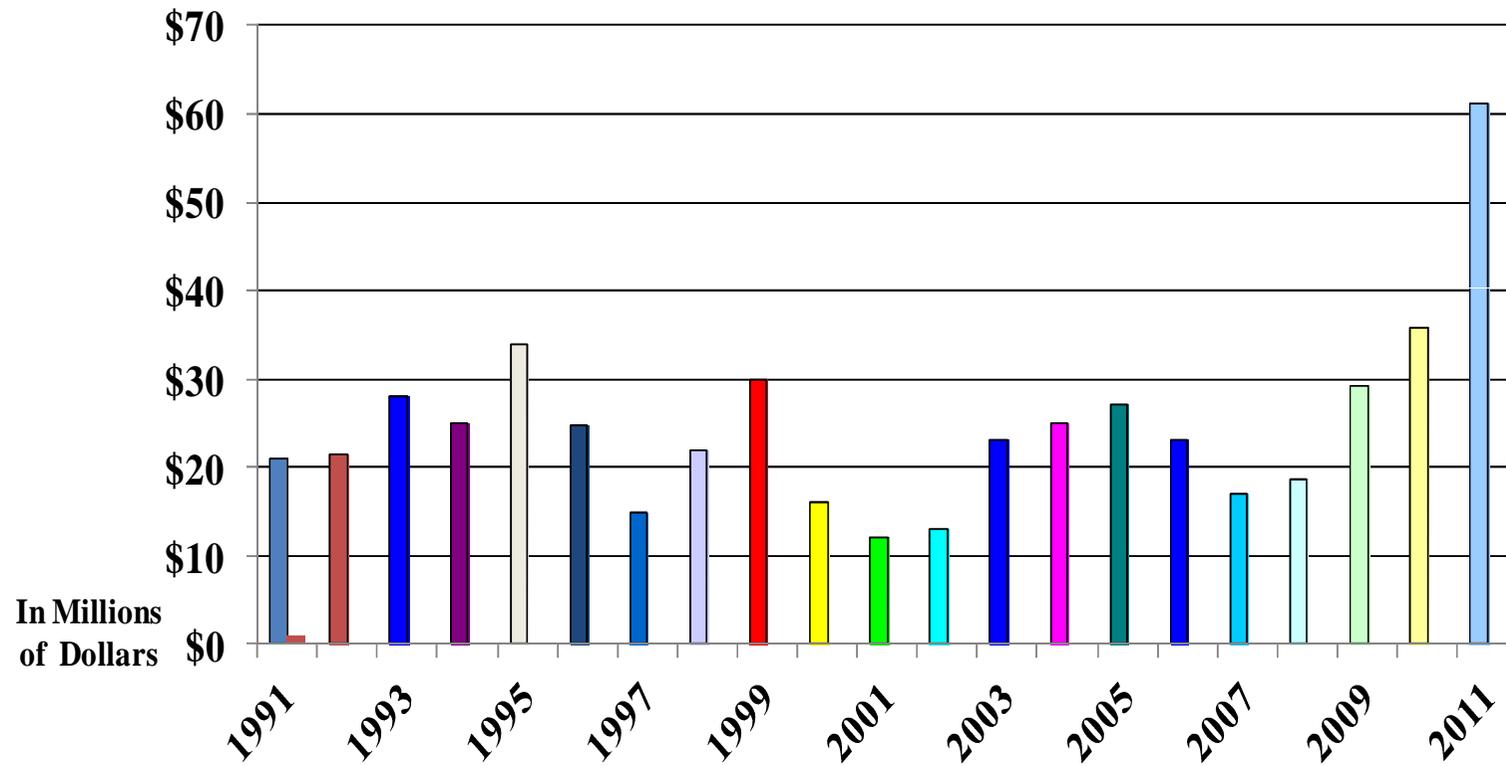
**For**

**March 27, 2012**

**Annual**

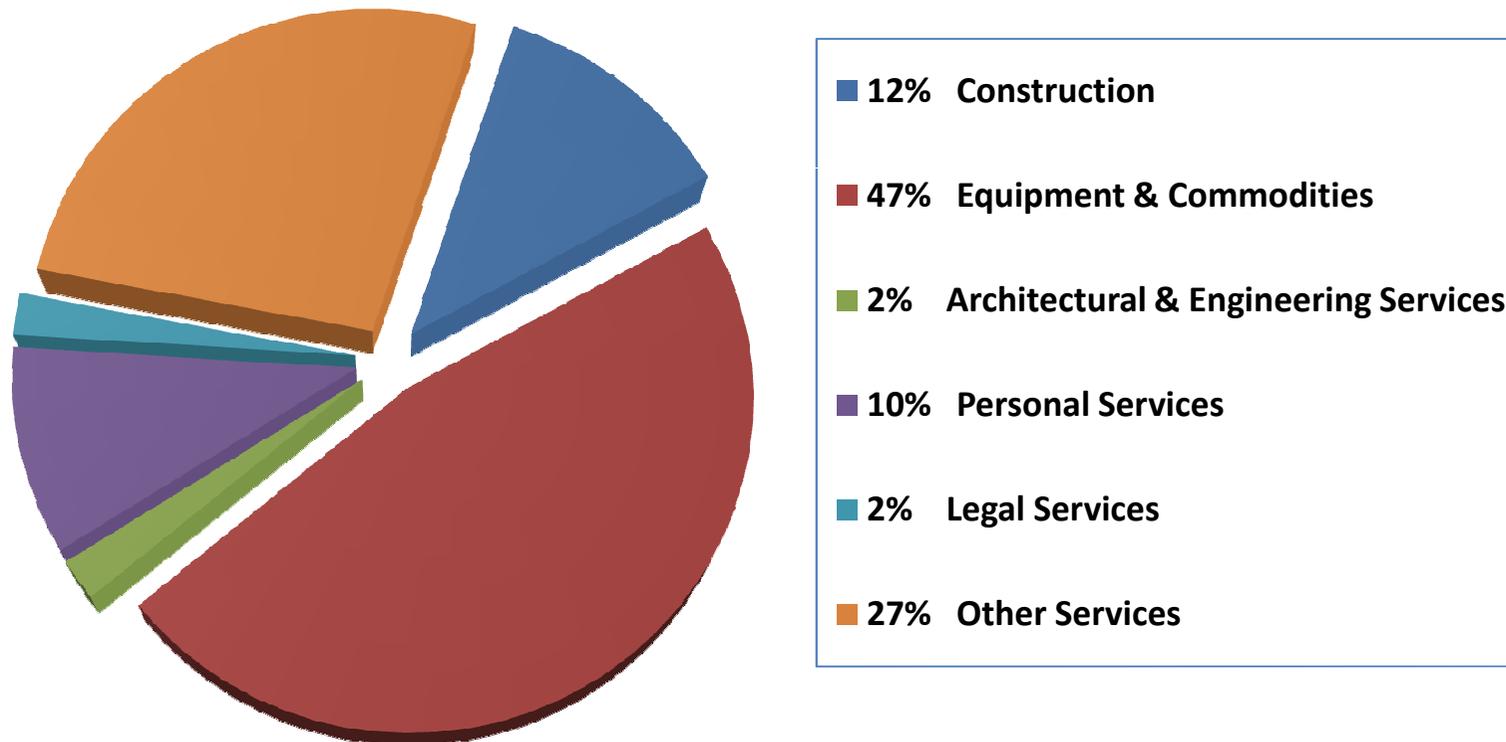
**Trustees' Meeting**

# 2011 Supplier Diversity Procurement Dollars Spent



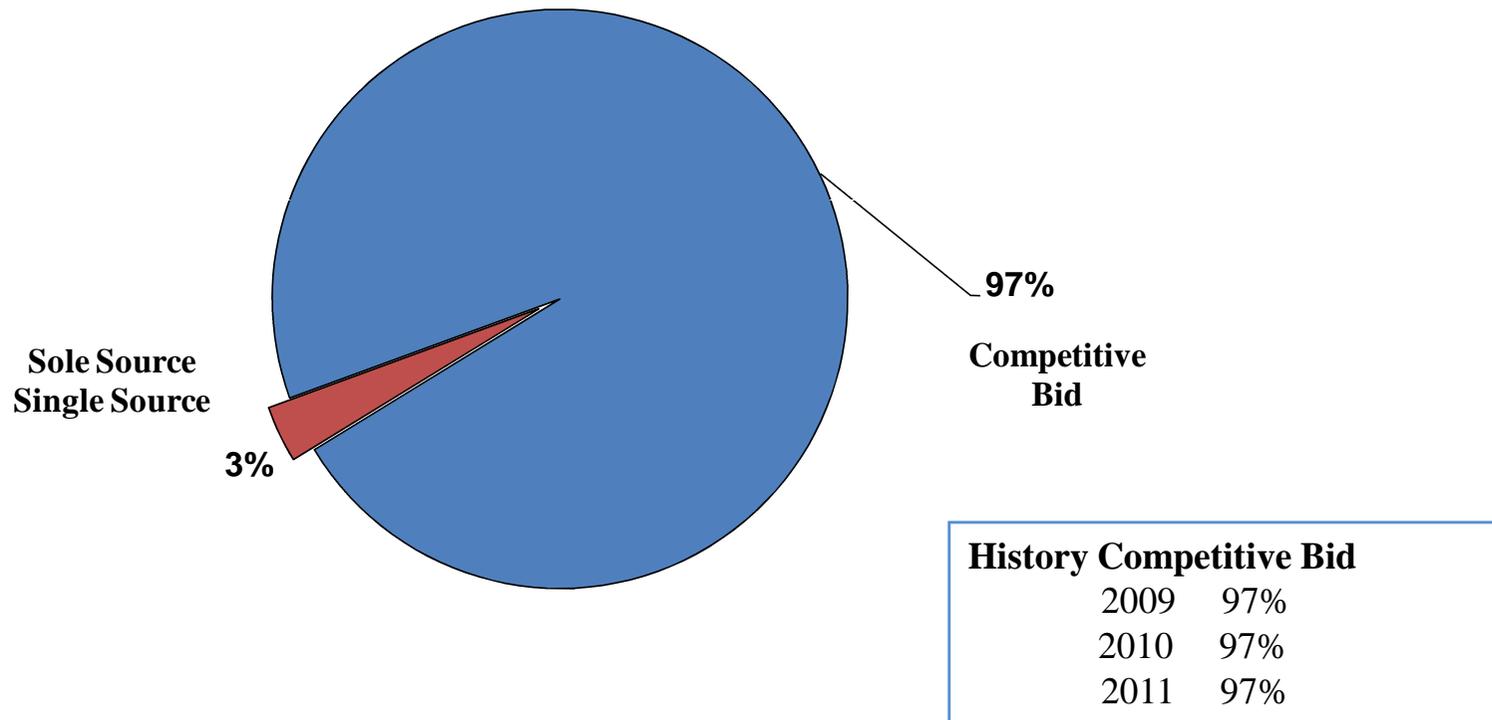
# 2011 Procurements

## Types of Contracts by Number of Contracts



Total Number of Contract 2,093

## 2011 Procurements Method of Award by Dollar Value



**2011 Total Contract Award Amount \$5,717,000,000**

**POWER AUTHORITY OF THE STATE OF NEW YORK**  
**2011 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.

In 2011, the Authority continued a major effort to implement Energy Services and Technology ("EST") programs that include the installation of high-efficiency lighting, motors and controls; conversion to more efficient chiller and boiler plants and clean renewable distributed generation at customer sites statewide. Other efforts include an electric transportation program to promote the use of electric-drive vehicles (cars, pick-up trucks and buses) throughout the State.

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 facilities and transmission lines, as well as for support of the energy efficiency projects noted above.

**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/Women-owned Business Enterprise ("M/WBE") 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 annually since that date, most recently on March 29, 2011.

Staff has reviewed the Procurement Guidelines and recommends additional changes to make them more consistent with the law, to clarify or improve the Authority's procurement process,

and also to reflect titular or organizational changes in the Authority. The most significant of such changes are highlighted below:

- **NYS COMPTROLLER’S APPROVAL OR FILING OF CERTAIN CHANGE ORDERS (“CONTRACT AMENDMENTS”)**, as set forth below and in 8.C of the Procurement Guidelines, and as further set forth in the referenced law and regulations:

*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. Accordingly, unless the Change Order is considered an “exempt contract amendment,” no such Change Orders will be processed or approved unless the proposed procurement of goods and/or services was contemplated or provided for in the original Request for Quotation / Proposal.*

- **PROHIBITIONS RELATING TO VENDOR PREPARATION OF SPECIFICATIONS** for procurements, as set forth below and in revised 7.C of the Procurement Guidelines, pursuant to New York State Finance Law § 163-a:

*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. 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; or*
- 3. 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.*

It may also be noted that non-substantive and stylistic changes have also been made throughout the document.

These amended Guidelines, as reviewed by the Governance Committee, will be presented to the full Board of Trustees for review and approval at the March 27, 2012 meeting. The approved Guidelines will become effective on March 31, 2012 and will be posted on the Authority’s

internet website. On or before the 31<sup>st</sup> day of March, 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.

## **ACCOMPLISHMENTS**

Major Procurement efforts in 2011 included purchase of goods, services and construction work in support of the Authority's operating projects and Headquarters facilities, Life Extension and Modernization ("LEM") Programs at Niagara, Lewiston, St. Lawrence and the Robert Moses Standardization, Transmission LEM Assessment and the EST Programs mentioned above. The Authority's Procurement Department is continuing efforts to enhance the SAP procurement and materials management system, as well as supporting the requirements of the Authority's operations and maintenance work, capital projects, ES&T programs and Headquarter operations.

### **Supplier Diversity Program ("SDP")**

In the fourth fiscal quarter, October – December 2011, NYPA awarded \$26.6 Million or 26.9 % of its reportable expenditures to New York State Certified Minority and Women-Owned Business Enterprises (M/WBEs). For the fiscal year, January – December 2011, the Authority awarded \$61.2 million or 18.6 % of its reportable expenditures to NY State Certified M/WBEs. This includes both direct contracts and subcontracts, in support of construction and energy efficiency related work. NYPA's goal for 2011, as established with NYS Economic Development Corporation, began at 6%. In support of the Governors M/WBE initiatives for New York State, NYPA increase its goal to 20 percent and through the 3<sup>rd</sup> fiscal quarter NYPA have achieved 19.8 percent of its goal "Reportable Expenditures".

Reportable expenditures exclude specialty procurements (such as transformers, circuit breakers, turbine runners and other major electrical generating equipment, and commodities such as natural gas, where M/WBEs are not available to provide such goods or services). Attachment I illustrates the Authority's Supplier Diversity program history since 1991.

NYPA's Appendices C and G, the Authority's M/WBE and EEO contract language respectively, as well as the Authority's Procurement Policies and Procedures are being updated in accordance with changes to New York State statutes and the Governors M/WBE initiatives. NYPA continues to embrace the M/WBE requirements mandated for NYS Agencies and Authorities.

It should also be noted that during calendar year 2011, Treasury's transactions with four (4) different NYS certified M/WBE financial dealers were over \$421.8 million in principal sales and purchases for the Authority.

The Authority continues to actively participate in outreach programs with various M/WBE organizations and trade associations. A significant part of its outreach efforts include Annual Purchasing Exchange. The Authority's 21<sup>st</sup> exchange was held at its White Plains office in June 2011. Representatives from approximately 250 M/WBEs and approximately 40 New York State, New York City, local and corporate entities participated in the exchange.

## **ANNUAL REPORT – 2011 PROCUREMENT CONTRACTS (Exhibit “A-3”)**

The Annual Report includes specific details for procurements of \$5,000 or greater awarded since January 1, 1990 that were active in 2011. There were 2,093 such contracts with an estimated value of more than \$5.7 billion, which also includes fossil fuel and corporate finance expenditures. Total procurement expenditures in 2011 exceeded \$635 million. This amount included more than \$259 million for the purchase of fossil fuels and related services.

As illustrated in Attachment II the following is breakdown of the total number of contracts including fuels and corporate finance by contract type:

- 12% of these contracts are for Construction Services;
- 47% are for the purchase of Equipment and Commodities;
- 2% are for Architectural and Engineering Services;
- 10% are for Personal Service contracts such as professional consulting services;
- 2% are for Legal Services;
- 27% are for Other Services, such as maintenance, technicians, contracted personnel, maintenance and repairs.

Attachment III indicates that, based on the total value of the contracts included in the Annual Report, approximately 97% (including fuels and corporate finance) were for competitively bid contracts. Sole-source awards in 2011 included the purchase of spare parts and services from original equipment manufacturers (OEM), procurements from proprietary sources and procurements required on an emergency basis.

**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, Article 15-A 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, 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 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.
- E. “Contact” means 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 procurement.
- F. “Relative” is any person living in the same household as the Authority employee or any person who is a direct descendant of the Authority employee’s grandparents or the spouse of such descendant, as referred to in Subsection 9.E.1 of these Guidelines.
- G. “Minority and Women-owned Business Enterprise” (“M/WBE”) is defined as any New York State-certified business enterprise at least 51% of which is owned by black persons, Hispanics, Native Americans, Asians, Pacific Islanders and/or women, and as further described in the Authority’s Supplier Diversity Program Policy and Procedures and Executive Law Article 15-A, and pursuant to the definition found in Executive Law § 310.
- H. “Small Business” is a business that is resident in New York State, is independently owned and operated, not dominant in its field and employs not more than 300 people.
- I. “Single Source” means a procurement in which although two or more offerers can supply the required goods or services, the Authority, upon written findings setting forth the material and substantial reasons therefore, may award a contract or amendment to a contract to one offerer over the other.
- J. “Sole Source” means a procurement in which only one offerer is capable of supplying the required goods or services.

### 3. SOLICITATION REQUIREMENTS

- A. Preparation of the solicitation of proposals for Procurement Contracts is the joint responsibility of the White Plains Procurement Department, or the facilities' Procurement 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 \$25,000 and a minimum of five providers and/or firms (if available) for purchases valued at \$25,000 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. In such cases, proposals are requested only from those providers and/or firms whose prequalification submittals demonstrate sufficient ability and competence 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 ("M/WBEs"), the Authority will solicit offers from M/WBEs 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 definition of a NYS-certified M/WBE is in Section 2.G.

To foster increased use of M/WBEs, a single proposal may be sought, negotiated and accepted for purchases of goods and/or services not exceeding \$200,000, in the aggregate including all amendments, from a NYS-certified M/WBE 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.

- 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. Goods and/or services may be procured pursuant to Procurement Contracts let by any department, agency, officer, political subdivision or instrumentality of the State or Federal government or any city or municipality where the White Plains Procurement Department, or facility Procurement 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.
- 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 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 \$25,000 or less, 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.
- H. For all Procurement Contracts with a value equal to or greater than \$15,000 (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.com](http://www.nyscr.com)) (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 21 calendar days (including holidays) after the date of publication of such notice on the Contract Reporter website.

This section 3.H does not apply to (i) Procurement Contracts awarded on an emergency basis as described below in Section 3.L, (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.

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 Procurement 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.

- I. 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 Procurement Department or the appropriate facility Procurement 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.

- J. 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 M/WBE firm for purchases not exceeding \$200,000, pursuant to Section 3.D.
6. The contract is for the purchase of goods and/or technology that are recycled or remanufactured, in an amount not exceeding \$200,000, subject to the approvals stated in Section 3.D.

7. 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.
- K. 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.
- L. 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.
- M. Whenever an initiating department determines that a Procurement Contract should be awarded on a Single Source, Sole Source, or an emergency basis, the head of the department will provide a written statement explaining the reasons therefor to the White Plains Procurement Department or the appropriate facility Procurement Department.
- N. 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 Procurement Department.
- O. 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.

P. 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. Pursuant to Article 11-B of the State Finance Law 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. 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 written notice, advertisement or solicitation of a request for proposal, invitation for bids, or solicitation of proposals, or any other method for soliciting a response from bidders/contractors intending to result in a procurement contract with the Authority and ending with the final contract award.
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.

#### **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, 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 Procurement Department and/or the appropriate facility Procurement 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. 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.
- 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.

- E. Pursuant to § 139-j of the State Finance Law, the Authority shall not award a Procurement Contract (as defined in Subsection 3.P.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-j 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 goals.
- 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.

## **6. AWARD OF CONTRACT**

- A. Services Contracts 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 requires approval by an authorized designee in accordance with existing EAPs and concurrence by the Vice President of Procurement.
- B. For Services Contracts 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 value, such contract must be approved 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 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 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 Procurement Department or the facilities’ Procurement 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 Procurement Department: purchase order format for standard procurements of goods and/or services; furnish-and-deliver format for major equipment purchases; letter agreements and agreement formats for consulting work and 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 Procurement Department, which, along with the facilities' Procurement 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. 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 Provisions)
  6. Appendix “D” (Background Security Screening for Authority Contractors)
  7. Appendix “E” (Omnibus Procurement Act of 1992 Requirements)
  8. Appendix “F” (Computer Aided Drawing Requirements For New York Power Authority)
  9. Appendix “G” (Equal Employment Opportunity 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)
  14. Appendix “L” (DOE Federal Contract Provisions)
  15. Appendix “M” (Use of Ultra Low Sulfur Diesel Fuel and Best Available Retrofit Technology (“BART”) for Heavy Duty Vehicles)
- 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. 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; or

3. 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.L 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 Program goals in accordance with Executive Law Article 15-A.
- 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. Accordingly, unless the Change Order is considered an "exempt contract amendment," no such Change Orders will be processed or approved unless the proposed procurement of goods and/or services was contemplated or provided for in the original Request for Quotation / Proposal.

**9. CONTRACTING DECISIONS INVOLVING CURRENT OR FORMER EMPLOYEES**

- A. Former Authority officers and employees are eligible to be considered for employment as contractors and/or consultants provided that they meet all criteria for contractors and/or consultants generally as specified in these Guidelines; their employment is not barred by New York Public Officers Law § 73(8); they obtain an opinion by the New York State Commission on Public Integrity that such employment is permissible; and upon approval of the President and Chief Executive Officer.
- 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.
- 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 decision involving the payment of more than \$1,000: (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 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 9.E, the term “Relative” is defined in Definitions, Section 2.F of these Guidelines.

## **10. SUPPLIER DIVERSITY PROGRAM REQUIREMENTS**

The Authority strives to continue to foster the development of business opportunities on Authority contracts for M/WBEs. 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 M/WBEs 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 M/WBE is included in Section 2.G of these Guidelines. The Authority aims to solicit proposals from NYS-certified M/WBEs 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 M/WBEs as required by law. Bidders’ proposals will include Preliminary Subcontracting Plans for M/WBEs, where required, and 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. Utilization Plans for Construction contracts valued at more than \$100,000 shall be 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 M/WBEs 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 M/WBEs providing the types of services procured by the Authority.
3. Maintain lists of qualified NYS-certified M/WBEs, 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 M/WBEs maintained by the DED pursuant to Executive Law Article 15-A.
4. Establish appropriate goals for participation by M/WBEs in procurement contracts awarded by the Authority and for the utilization of M/WBEs 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 M/WBEs 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 M/WBEs.

## 11. **PROCUREMENT RECORD AND REPORTING**

### A. **Procurement Record**

The White Plains Procurement Department maintains records of Procurement Contracts, including bidders' names, the selection processes used and the status of existing contracts, including goods provided and/or services performed and fees earned, billed and paid. At the facilities, such records will be kept by the facilities' Procurement 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 M/WBE 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 greater than \$15,000 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").

**12. 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.

**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, Article 15-A 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, 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 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.
- E. “Contact” means 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 procurement.
- F. “Relative” is any person living in the same household as the Authority employee or any person who is a direct descendant of the Authority employee’s grandparents or the spouse of such descendant, as referred to in Subsection 9.E.1 of these Guidelines.
- G. “Minority and Women-owned Business Enterprise” (“M/WBE”) is defined as any New York State-certified business enterprise at least 51% of which is owned by black persons, Hispanics, Native Americans, Asians, Pacific Islanders and/or women, and as further described in the Authority’s Supplier Diversity Program Policy and Procedures and Executive Law Article 15-A, and pursuant to the definition found in Executive Law § 310.
- H. “Small Business” is a business that is resident in New York State, is independently owned and operated, not dominant in its field and employs not more than 300 people.
- I. “Single Source” means a procurement in which although two or more offerers can supply the required goods or services, the Authority, upon written findings setting forth the material and substantial reasons therefore, may award a contract or amendment to a contract to one offerer over the other.
- J. “Sole Source” means a procurement in which only one offerer is capable of supplying the required goods or services.

### 3. **SOLICITATION REQUIREMENTS**

- A. Preparation of the solicitation of proposals for Procurement Contracts is the joint responsibility of the White Plains Procurement Department, or the facilities' Procurement 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 \$25,000 and a minimum of five providers and/or firms (if available) for purchases valued at \$25,000 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. In such cases, proposals are requested only from those providers and/or firms whose prequalification submittals demonstrate sufficient ability and competence 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 ("M/WBEs"), the Authority will solicit offers from M/WBEs 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 definition of a NYS-certified M/WBE is in Section 2.G.

To foster increased use of M/WBEs, a single proposal may be sought, negotiated and accepted for purchases of goods and/or services not exceeding \$200,000, in the aggregate including all amendments, from a NYS-certified M/WBE 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.

- 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 specifications ~~list 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. Goods and/or services may be procured pursuant to Procurement Contracts let by any department, agency, officer, political subdivision or instrumentality of the State or Federal government or any city or municipality where the White Plains Procurement Department, or facility Procurement 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.
- 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 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 \$25,000 or less, 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.
- H. For all Procurement Contracts with a value equal to or greater than \$15,000 (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.com](http://www.nyscr.com)) (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 21 calendar days (including holidays) after the date of publication of such notice on the Contract Reporter website.

This section 3.H does not apply to (i) Procurement Contracts awarded on an emergency basis as described below in Section 3.L, (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.

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 Procurement 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.

- I. 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 Procurement Department or the appropriate facility Procurement 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.

- J. 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 M/WBE firm for purchases not exceeding \$200,000, pursuant to Section 3.D.
6. The contract is for the purchase of goods and/or technology that are recycled or remanufactured, in an amount not exceeding \$200,000, subject to the approvals stated in Section 3.D.

7. 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.
- K. 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 ~~equal to or greater than~~ 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.
- L. 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.
- M. Whenever an initiating department determines that a Procurement Contract should be awarded on a Single Source, Sole Source, or an emergency basis, the head of the department will provide a written statement explaining the reasons therefor to the White Plains Procurement Department or the appropriate facility Procurement Department.
- N. 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 Procurement Department.
- O. 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.

P. 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. Pursuant to Article 11-B of the State Finance Law 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. 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 written notice, advertisement or solicitation of a request for proposal, invitation for bids, or solicitation of proposals, or any other method for soliciting a response from bidders/contractors intending to result in a procurement contract with the Authority and ending with the final contract award.
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.

#### **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, 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 Procurement Department and/or the appropriate facility Procurement 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. 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.
- 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.

- E. Pursuant to § 139-j of the State Finance Law, the Authority shall not award a Procurement Contract (as defined in Subsection 3.P.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-j 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 goals.
- 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.

## **6. AWARD OF CONTRACT**

- A. Services Contracts 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 requires approval by an authorized designee in accordance with existing EAPs and concurrence by the Vice President of Procurement.
- B. For Services Contracts 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 value, such contract must be approved 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 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 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 Procurement Department or the facilities’ Procurement 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 Procurement Department: purchase order format for standard procurements of goods and/or services; furnish-and-deliver format for major equipment purchases; letter agreements and agreement formats for consulting work and 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 Procurement Department, which, along with the facilities' Procurement 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. 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 Provisions)
6. Appendix “D” (Background Security Screening for Authority Contractors)
7. Appendix “E” (Omnibus Procurement Act of 1992 Requirements)
8. Appendix “F” (Computer Aided Drawing Requirements For New York Power Authority)
9. Appendix “G” (Equal Employment Opportunity 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)
14. Appendix “L” (DOE Federal Contract Provisions)
15. Appendix “M” (Use of Ultra Low Sulfur Diesel Fuel and Best Available Retrofit Technology (“BART”) for Heavy Duty Vehicles)

C. If a vendor (Any 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. 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; or

3. ~~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 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~~ ~~If there is no qualified response to the solicitation for future phases of work, including implementation,~~ the approval of the ~~Vice President of Procurement or equivalent(s) or designee,~~ 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) ~~is required~~ 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.L 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 Program goals in accordance with Executive Law Article 15-A.
- 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. Accordingly, unless the Change Order is considered an

“exempt contract amendment,” no such Change Orders will be processed or approved unless the proposed procurement of goods and/or services was contemplated or provided for in the original Request for Quotation / Proposal.

9. **CONTRACTING DECISIONS INVOLVING CURRENT OR FORMER EMPLOYEES**

- A. Former Authority officers and employees are eligible to be considered for employment as contractors and/or consultants provided that they meet all criteria for contractors and/or consultants generally as specified in these Guidelines; their employment is not barred by New York Public Officers Law § 73(8); they obtain an opinion by the New York State Commission on Public Integrity that such employment is permissible; and upon approval of the President and Chief Executive Officer.
- 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.
- 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 decision involving the payment of more than \$1,000: (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 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 9.E, the term “Relative” is defined in Definitions, Section 2.F of these Guidelines.

## 10. **SUPPLIER DIVERSITY PROGRAM REQUIREMENTS**

The Authority strives to continue to foster the development of business opportunities on Authority contracts for M/WBEs. 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 M/WBEs 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 M/WBE is included in Section 2.G of these Guidelines. The Authority aims to solicit proposals from NYS-certified M/WBEs 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 M/WBEs as required by law. Bidders’ proposals will include Preliminary Subcontracting Plans for M/WBEs, where required, and 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. Utilization Plans for Construction contracts valued at more than \$100,000 shall be 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 [Manual documents](#), the following guidelines apply:

1. Identify those areas or types of contracts for which M/WBEs 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 M/WBEs providing the types of services procured by the Authority.
3. Maintain lists of qualified NYS-certified M/WBEs, 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 M/WBEs maintained by the DED pursuant to Executive Law Article 15-A.

4. Establish appropriate goals for participation by M/WBEs in procurement contracts awarded by the Authority and for the utilization of M/WBEs 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 M/WBEs 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 M/WBEs.

## **11. PROCUREMENT RECORD AND REPORTING**

### **A. Procurement Record**

The White Plains Procurement Department maintains records of Procurement Contracts, including bidders' names, the selection processes used and the status of existing contracts, including goods provided and/or services performed and fees earned, billed and paid. At the facilities, such records will be kept by the facilities' Procurement 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;

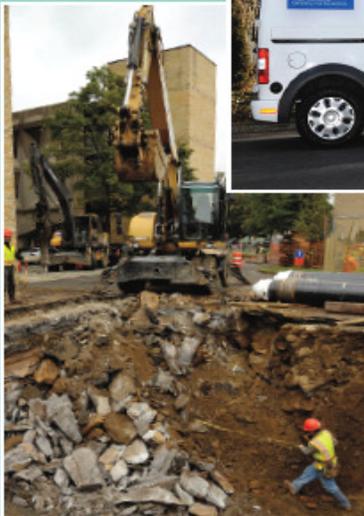
5. A description of work performed, the contract number, the date of the contract and its duration, the name, address and NYS-certified M/WBE designation of the awardees, the total amount of the contract, the amount spent on the contract during the reporting period and for the term of the contract to 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 greater than \$15,000 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”).

**12. 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.

THE NEW YORK POWER AUTHORITY'S  
**Annual Report of  
Procurement Contracts 2011**



 **New York Power  
Authority**  
Generating more than electricity

# 2011 ANNUAL REPORT OF PROCUREMENT CONTRACTS

## FIELD EXPLANATION GUIDE

Clark Energy Center (CEC), Niagara Power Project (NIA), South Eastern New York including POLETTI, FLYNN, 500MW and In-City Generation (SENY), ST Lawrence/FDR Power Plant (STL), 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 2011 including contracts awarded in 1990 through 2011 that were either completed in 2011 or extended into 2012 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, Competitive Search, MWBE/SBE, Sole Source and Single Source {B,C,M,S, 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)

MWBE: MINORITY WOMEN OWNED ENTERPRISE, Indicating status of New York State Certified Minority / Women Owned Enterprise. (Y,N)

BIDS: NUMBER OF BIDS, Indicating the number of bids received for contracts awarded after January 1, 2006. 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, 2011, 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, 2011 as reported from SAP system.

AMOUNT EXPENDED IN 2011: Total amount expended during the report year, January 1, 2011 through December 31, 2011, 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, 2011. Completion date indicates that goods have been received or services were completed in full.

THIS DOES NOT NECESSARILY reflect that the final payment has been made.

PROJECTED COMPLETION DATE: Open commitments, date of which goods are scheduled to be received or the date on which the scope of the contract is scheduled to be physically completed.

DATE CONTRACT COMPLETED: Completed commitments, the date of actual physical completion, when goods were delivered or services completed in full; this DOES NOT NECESSARILY reflect that the final payment has been made.

# 2011 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 WOMEN OWNED BUSINESS ENTERPRISE / SMALL BUSINESS ENTERPRISE VALUE < \$200,000  
S = SOLE SOURCE / SINGLE SOURCE

### REASON NOT ADVERTISED

1 = EMERGENCY OR CRITICAL BASIS  
2 = REBID/RESOLICITED 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 \$15,000  
6 = ORIGINAL ESTIMATE LESS THAN \$15,000  
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 / WOMEN OWNED BUSINESS ENTERPRISE

Y = NEW YORK STATE CERTIFIED MINORITY OR WOMEN OWNED BUSINESS ENTERPRISE

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  
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CONTRACT NUMBER	PROVIDER NAME	CONTRACT DESCRIPTION	T Y P E	M O A	R N A	O P A	M W B E	B I D S	F R T	TOTAL CONTRACT AMOUNT	TOTAL EXPENDED TO DATE	AMOUNT EXPENDED 2011	CONTRACT BALANCE	DATE OF CONTRACT	O C	PROJ COMPLETE DATE	DATE CONTRACT COMPLETE
4500011366	AREVA T & D INC PROTECTION & CONTROL 261 BRODHEAD RD BETHLEHEM, PA 18017 US	FURNISH & DELIVER NUMERICAL AUTOMATIC GENERATOR SYNCHRONIZING RELAY SYSTEM	E	B		F	N	00		81,464	80,964	0	500	9/13/1999	O	12/3/2012	
4500011400	AREVA T & D INC PROTECTION & CONTROL 261 BRODHEAD RD BETHLEHEM, PA 18017 US	FURNISH & DELIVER MULTI-FUNCTION GENERATOR PROTECTION RELAY SYSTEM	E	B		F	N	00	X	139,103	139,103	0	0	9/13/1999	O	12/3/2012	
4500011855	GENERAL ELECTRIC INDUSTRIAL SYSTEMS 4601 PARK RD - STE 600 CHARLOTTE, NC 28209-2284 US	FURNISH & DELIVER NUMERICAL MULTI-FUNCTION GENERATOR PROTECTION SYSTEM	E	B		F	N	00		172,012	172,012	0	0	9/21/1999	O	12/31/2012	
4500011949	COOPER POWER SYSTEMS DIV OF COOPER INDUSTRIES 2800 NINETH AVE SOUTH MILWAUKEE, WI 53172 US	FURNISH AND DELIVER NUMERICAL SYNC-CHECK RELAY SYSTEMS	E	B		F	N	00	X	40,664	40,664	0	0	9/22/1999	O	12/31/2012	
4500016211	VOITH HYDRO INC 760 E BERLIN RD YORK, PA 17408-8701 US	DESIGN/INSTALL GENERATION CONTROL SYSTEMS	S	B		F	N	00		22,939,627	21,820,428	892,604	1,119,199	10/27/1999	O	12/31/2014	
4500033523	IRIS POWER LP 3110 AMERICAN DR MISSISSAUGA, ON L4V 1T2 CA	DEVELOPMENT, IMPLEMENTATION & FIELD TESTING OF HYDROX AT ST. LAWRENCE	P	S		F	N	00		1,343,952	1,226,532	0	117,420	10/30/2000	O	12/31/2014	

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4500056531	CERIDIAN EMPLOYER SERVICES 150 FISHER DR AVON, CT 06001 US	PAYROLL PROCESSING SERVICES	S	C		F	N	00		2,665,000	1,612,682	199,833	1,052,318	4/1/2002	O	3/31/2015	
4500105398	ALTRAN SOLUTIONS CORP 2525 ROUTE 130 - STE E CRANBURY, NJ 08512-3513 US	ENGINEERING SERVICES FOR THE CLARENCE D. RAPPLEYEA BUILDING	A	B		F	N	00		364,761	179,193	0	185,568	4/1/2005	C		3/31/2011
4500111851	BENTLY NEVADA LLC 475 CREAMERY WAY EXTON, PA 19341 US	CONDITION MONITORING SYSTEM UP- GRADE	E	S		N	N	00		1,315,017	1,269,073	155,692	45,944	8/17/2005	O	10/31/2012	
4500112121	TIME WARNER CABLE INC 6005 FAIR LAKES RD EAST SYRACUSE, NY 13057-1248 US	WIDE AREA NETWORK HIGH SPEED CONNECTIVITY SERVICE	S	B		N	N	00		8,585,690	7,206,642	1,262,475	1,379,048	9/12/2005	O	12/31/2012	
4500120770	MICHAEL C FINA CO PO BOX 36208 NEWARK, NJ 07188-6208 US	PROVIDE SERVICE AWARD AND RECOGNITION PROGRAMS	E	B		N	N	01		372,135	293,081	29,291	79,054	2/1/2006	O	1/30/2012	
4500121084	GOMEZ AND SULLIVAN ENGINEERS PC 288 GENESEE ST UTICA, NY 13502 US	FERC INSPECTION - DAM REPORT	P	B		N	N	02		115,050	101,054	0	13,996	3/16/2006	C		4/1/2011

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4500121307	SNEMO LTD 2284 RUE DE LA PROVINCE LONGUEUIL, PQ J4G 1G1 CA	SERVICE FOR 25 MONITEQ CIRCUIT BREAKER MONITORING SYSTEMS AT BG, MARCY AND MASSENA PLANTS	P	S	1	N	N	01		250,000	123,346	0	126,654	4/1/2006	C		3/31/2011
4500121437	IRIS POWER LP 3110 AMERICAN DR MISSISSAUGA, ON L4V 1T2 CA	F/D/I HYDROX RULEPAC (SOFTWARE) FOR 15 UNITS AT ST LAWRENCE	P	S	9	N	N	01		300,000	108,480	108,480	191,520	3/29/2006	O	12/31/2014	
4500122768	BURGIO KITA & CURVIN ATTORNEYS AT LAW 2150 MAIN PLACE TOWER BUFFALO, NY 14202-3734 US	LEGAL SERVICES	L	C	9	N	N	01		25,000	8,265	0	16,735	2/1/2006	C		3/31/2011
4500125273	ENERFIN INC 5125 JA BOMBARDIER SAINT-HUBERT, PQ J3Z 1G4 CA	GENERATOR STATOR AIR COOLERS	E	B		N	N	02		1,275,454	1,275,454	438,712	0	6/8/2006	O	8/31/2012	
4500126904	ALLIED SECURITY LLC DBA ALLIED BARTON SECURITY SERV 400 EXECUTIVE BLVD ELMSFORD, NY 10523 US	SECURITY SERVICES FOR WPO AND IN- CITY PROJECTS AND POLETTI	S	B	7	N	N	05		7,808,108	7,595,612	1,004,568	212,496	8/16/2006	C		6/30/2011
4500130334	MW POMFREY & ASSOCIATES DBA 'POMCO' PO BOX 159 - EASTWOOD STATION SYRACUSE, NY 13206 US	THIRD PARTY ADMINISTRATION OF MAJOR MEDICAL & HOSPITALIZATION CLAIMS FOR IBEW ACTIVE & RETIREES & TEAMSTER RETIREES + STD ADMINISTRATION	S	B		N	N	11		1,318,600	1,084,569	251,382	234,031	1/1/2007	C		12/31/2011

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4500130722	EYEMED VISION CARE 4000 LUXOTTICA PL MASON, OH 45040-8114 US	THIRD PARTY ADMINISTRATIVE SERVICES FOR THE AUTHORITY'S VISION CARE PROGRAM	S	B		F	N	11		34,200	33,434	7,652	766	1/1/2007	C		12/31/2011
4500130757	UNITED HEALTHCARE ONE MADISON AVE NEW YORK, NY 10010-3690 US	THIRD PARTY ADMINISTRATIVE SERVICES FOR NYPA'S MAJOR MEDICAL, HOSPITALIZATION, PRESCRIPTION DRUG & FLEXIBLE SPENDING ACCOUNTS	S	B		F	N	11		3,183,000	3,135,767	699,877	47,233	1/1/2007	C		12/31/2011
4500130974	ABRAMS & ABRAMS LLP 7 PENN PLAZA - STE 1800 NEW YORK, NY 10001-3970 US	IMMIGRATION LEGAL SERVICES	L	B		N	N	36		193,000	180,728	30,592	12,272	10/12/2006	C		10/11/2011
4500132507	PITNEY BOWES INC 120 BLOOMINGDALE RD WHITE PLAINS, NY 10605-1500 US	LEASE OF MAIL MACHINE	E	S	7	N	N	01		71,757	48,435	0	23,322	11/14/2006	C		5/23/2011
4500133069	NAES CORP 1 COLLINS DR - STE 100 CARNEYS POINT, NJ 08069 US	O&M SERVICES FOR DEP/CITY PLANTS	S	B		F	N	01		13,700,956	10,194,471	2,676,086	3,506,485	11/29/2006	O	6/30/2012	
4500133448	UTC POWER CORP FORMERLY UTC FUEL CELLS 195 GOVERNORS HWY SOUTH WINDSOR, CT 06074 US	FUEL CELL O&M AGREEMENT	S	S	1	F	N	01		3,055,272	2,874,398	641,334	180,874	1/1/2007	C		12/31/2011

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4500133486	WOOD GROUP INTEGRATED PLANT SOLUTIONS 12600 DEERFIELD PKWY - STE 315 ALPHARETTA, GA 30004-5099 US	EXTENDED PARTS AND SERVICES AGREEMENT	S	B		N	N	03		53,300,289	52,998,080	8,185,561	302,209	9/29/2006	O	9/30/2021	
4500133980	DELTA DENTAL OF NEW YORK ONE DELTA DR MECHANICSBURG, PA 17055 US	THIRD PARTY ADMINISTRATIVE SERVICES FOR THE NEW YORK POWER AUTHORITY'S DENTAL PROGRAM FOR SALARIED & UNION PERSONNEL	S	B		N	N	11		336,000	308,833	66,484	27,167	1/1/2007	C		12/31/2011
4500134164	THE AULSON COMPANY INC 49 DANTON DR METHUEN, MA 01844 US	WICKET GATE CLEANING AND PAINTING	E	B		N	N	01		422,877	355,183	59,763	67,694	1/1/2007	O	1/2/2012	
4500134184	NAES CORP 1 COLLINS DR - STE 100 CARNEYS POINT, NJ 08069 US	OPERATIONS AND MAINTENANCE SERVICES FOR THE SMALL CLEAN POWER PLANTS.	S	B		N	N	04		30,000,000	24,461,700	5,637,568	5,538,300	1/1/2007	C		12/31/2011
4500134995	PARKWAY EXTERMINATING CO INC 100 JERICHO TNPKE NEW HYDE PARK, NY 11040-4585 US	PESTICIDE SERVICES FOR THE WHITE PLAINS OFFICE	S	B		N	N	05		40,000	23,184	11,520	16,816	1/1/2007	C		11/15/2011
4500135191	S A COMUNALE CO INC FIRE PROTECTION CONTRACTORS 99 N BROAD ST PHILLIPSBURG, NJ 08865-1208 US	SPRINKLER MAINTENANCE FOR THE WPO	S	B		N	N	01		100,000	45,273	10,714	54,727	1/1/2007	C		12/31/2011

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4500135348	VALCO ENERGY SYSTEMS INC 80 TOWNSEND ST PORT CHESTER, NY 10573 US	BOILER MAINTENANCE FOR THE WHITE PLAINS OFFICE	S	B			N	N	04	150,000	57,063	4,400	92,937	1/1/2007	C		12/31/2011
4500138888	CORPORATE COUNSELING ASSOCIATES INC 475 PARK AVE SOUTH - 5FL NEW YORK, NY 10016 US	PROVIDE EMPLOYEE ASSISTANCE PROGRAM SERVICES	S	B			N	N	04	545,000	371,934	67,136	173,066	4/1/2007	O	3/31/2012	
4500138958	O'CONNOR DAVIES MUNNS & DOBBINS LLP 60 E 42ND ST - 36TH FL NEW YORK, NY 10165-0006 US	ANNUAL MAINTENANCE OPERATING EXPENSE AUDIT OF THE WPO	S	B	7		N	N	01	51,300	49,900	10,700	1,400	4/1/2007	C		3/31/2011
4500139401	RIZZO & DIGIACCO CPA'S PLLC 69B MONROE AVE PITTSFORD, NY 14534 US	AUDIT OF NYPA'S DEFERRED COMPENSATION PLAN	P	B			N	N	04	45,000	35,885	9,153	9,115	4/1/2007	O	3/31/2012	
4500139453	E J ELECTRIC INSTALLATION CO 46-41 VERNON BLVD LONG ISLAND CITY, NY 11101 US	ELECTRICAL MAINTENANCE SERVICES	S	B			N	N	02	1,554,325	1,366,190	854,728	188,135	6/1/2007	C		8/1/2011
4500139694	AQUATIPRO DIV OF SENTRY EQUIPMENT C 211 12TH ST SW LOVELAND, CO 80537-6311 US	MAINTENANCE SERVICES/ANALYZERS FOR CHEMISTRY PANELS - 500MW	S	B			N	N	04	115,457	90,238	19,782	25,219	5/1/2007	O	4/20/2012	

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4500144728	RISO INC 505 WHITE PLAINS RD - STE 102 TARRYTOWN, NY 10591-5108 US	LEASE RISOGRAPH PRINTER	E	B	6	N	N	03		18,180	11,969	3,054	6,211	8/3/2007	O	6/30/2012	
4500145933	R W BECK INC 1801 CALIFORNIA ST - STE 2800 DENVER, CO 80202-2606 US	ENTERPRISE RISK MANAGEMENT AND BUSINESS CONTINUITY CONSULTING PROJECT	P	B		N	N	07		980,000	940,534	243,199	39,466	9/5/2007	C		12/31/2011
4500147279	GENERAL ELECTRIC INTERNATIONAL INC 6001 TONNELLE AVE NORTH BERGEN, NJ 07047 US	TECHNICAL ASSISTANCE SERVICES	P	S		N	N	01		200,000	134,853	0	65,147	10/1/2007	C		4/1/2011
4500147755	BULCAST LLC 55 CROSBY RD CHESTNUT HILL, MA 02467 US	UPGRADE & REPAIR CATHODIC PROTECTION SYSTEM FOR LONG ISLAND SOUND CABLE	S	S	1	N	N	01		788,000	754,603	82,500	33,397	10/1/2007	C		9/29/2011
4500149315	BROWN WILLIAMS MOORHEAD & QUINN INC 1155 15TH ST NW - STE 400 WASHINGTON, DC 20005 US	TRANSMISSION COST OF SERVICE CONSULTING SERVICES	P	B		F	N	02		150,000	65,396	0	84,604	11/1/2007	C		4/30/2011
4500149965	HEALTH QUEST URGENT MEDICAL CARE PRACTICE PC 45 READE PLACE POUGHKEEPSIE, NY 12601 US	MEDICAL SERVICES	P	B		N	N	02		187,500	121,538	40,963	65,962	1/1/2008	O	12/31/2012	

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4500150720	OPEN ACCESS TECHNOLOGY INT'L INC 3660 TECHNOLOGY DR MINNEAPOLIS, MN 55418-1015 US	WEB HOSTING OF OATI WEB COMPLIANCE SOFTWARE PRODUCT	E	C		F	N	04		85,800	81,264	0	4,536	12/5/2007	O	1/4/2012	
4500151856	LEONARD BUS SALES INC 4 LEONARD WAY DEPOSIT, NY 13754 US	HYBRID ELECTRIC BUSES PLUS MAINTENANCE SERVICE	E	S	1	N	N	01		406,250	396,390	360	9,860	1/4/2008	C		1/3/2011
4500154532	STANTEC CONSULTING SERVICES INC 61 COMMERCIAL ST ROCHESTER, NY 14614-1009 US	DESIGN ENGINEERING SERVICES FOR THE REHABILITATION OF THE NIAGARA RIVER INTAKE GATE HOIST STRUCTURE	A	B		N	N	03		293,151	266,518	23,677	26,633	2/28/2008	C		8/30/2011
4500154728	INFORMATION HANDLING SERVICES 15 INVERNESS WAY EAST ENGLEWOOD, CO 80112-5776 US	SUBSCRIPTION SERVICES	E	S		N	N	01		551,756	551,756	29,099	0	1/1/2008	C		3/2/2011
4500155689	PB AMERICAS INC 75 ARLINGTON ST - 4TH FL BOSTON, MA 02116-3936 US	PERFORM FERC PART 12 INDEPENDENT CONSULTANT DAM SAFETY INSPECTION& REPORTS FOR NIAGARA & JARVIS POWER PROJECTS	P	B		N	N	05		182,140	181,206	47,666	934	4/1/2008	O	3/31/2013	
4500155756	THE CADMUS GROUP INC 720 SW WASHINGTON ST STE 400 PORTLAND, OR 97205 US	CONSULTING SERVICES FOR CON EDISON RATE CASE	P	S	1	N	N	01		800,000	427,547	0	372,453	4/7/2008	C		5/23/2011

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4500156581	PROFTECH STATIONERS & PRINTERS 200 CLEARBROOK RD ELMSFORD, NY 10523 US	F&D OFFICE SUPPLIES FOR WPO	E	B			N	Y	03	225,000	213,774	53,478	11,226	4/14/2008	C		12/31/2011
4500158557	DANNIBLE & MCKEE LLP 221 S WARREN ST SYRACUSE, NY 13202 US	NYPA'S ECONOMIC DEVELOPMENT PROGRAM	P	B			N	N	05	220,000	216,760	58,381	3,240	7/1/2008	C		6/30/2011
4500159861	ASAP SOFTWARE EXPRESS 850 ASBURY DR BUFFALO GROVE, IL 60089 US	MAINTENANCE - WEBSense SURFCONTROL - STATE CONTRACT PT-60291	S	B	7		N	N	02	9,979	9,979	0	0	6/29/2008	C		6/29/2011
4500161023	KONE INC ONE KONE CT MOLINE, IL 61265 US	CLARENCE D. RAPPLEYEA BUILDING & GARAGE ELEVATOR MAINTENANCE SERVICES	S	S			F	N	01	650,000	365,435	114,232	284,565	7/1/2008	O	6/30/2013	
4500161290	A-1 FIRST CLASS - VIKING MOVING & STORAGE INC 156 HINSDALE ST BROOKLYN, NY 11207-3302 US	CORPORATE RELOCATION MOVING SERVICES	S	B			N	N	02	250,000	89,049	19,170	160,951	7/1/2008	O	6/30/2013	
4500163033	VOITH HYDRO INC 760 E BERLIN RD YORK, PA 17408-8701 US	DESIGN, FABRICATE & DELIVER ONE (1) SPARE HEAD COVER FOR RMNPP	E	B	2		N	N	03	1,831,581	1,829,495	649,739	2,086	9/10/2008	C		2/2/2011

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4500163114	MERIDIAN MOVING SYSTEMS LLC 2180 5TH AVE - STE 1 RONKONKOMA, NY 11779-6935 US	CORPORATE RELOCATION MOVING SERVICES	S	B		N	N	02		250,000	18,850	11,347	231,150	7/1/2008	O	6/30/2013	
4500164300	UNDERGROUND SYSTEMS INC 84 BUSINESS PARK DR - STE 109 ARMONK, NY 10504-1734 US	USI TO PERFORM LEAK DETECTION MONITORING AT LONG ISLAND SOUND Y-49 FEEDER CABLE	S	C		N	N	01		1,320,000	706,726	253,785	613,274	10/1/2008	O	9/30/2013	
4500165445	MJ BRADLEY & ASSOCIATES LLC 1000 ELM ST - 2ND FL MANCHESTER, NH 03101-1730 US	EVALUATION OF HYBRID ELECTRIC SCHOOL BUSES	S	B		N	N	02		185,808	140,866	23,015	44,942	11/3/2008	O	9/30/2012	
4500166558	NYS DIV OF HOMELAND SECURITY OFC OF FIRE PREVENTION & CONTROL STE 710 1220 WASHINGTON AVE BLDG ALBANY, NY 12226-1799 US	ANNUAL FIRE INSPECTIONS AND TRAINING (AS REQUESTED) OF ALL NYPA FACULTIES.	P	S	7	N	N	01		105,000	75,000	50,000	30,000	1/1/2009	C		12/31/2011
4500166943	SIEMENS ENERGY INC 7000 SIEMENS RD WENDELL, NC 27591-8309 US	ST LAWRENCE - SWITCHYARD AUTOMATED MONITORING AND CONTROL SYSTEM	C	B		F	N	02		3,778,166	1,644,117	0	2,134,049	1/1/2009	O	9/28/2012	
4500166994	XEROX CORP 1303 RIDGEVIEW DR LEWISVILLE, TX 75057 US	XEROX IGEN110C SYSTEM	E	B	7	N	N	01		1,229,878	597,285	281,667	632,593	1/1/2009	O	12/31/2013	

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4500168329	CREATIVE MEDIA AGENCY LLC 393 JERICO TPKE-3RD FL MINEOLA, NY 11501 US	PLACEMENT SERVICE LEGAL AND PUBLIC ADVERTISEMENTS IN NEWSPAPERS AND PERIODICALS THROUGHOUT NEW YORK STATE	S	B		N	N	04		192,677	129,135	966	63,542	1/1/2009	C		12/31/2011
4500168418	FANNESS GROUP INTERNATIONAL INC 9 BERKSHIRE DR - BOX 13464 ALBANY, NY 12212-3464 US	PLACEMENT SERVICE LEGAL AND PUBLIC ADVERTISEMENTS IN NEWSPAPERS AND PERIODICALS THROUGHOUT NEW YORK STATE	S	B		N	Y	04		107,323	52,899	7,085	54,424	1/1/2009	C		12/31/2011
4500168571	ACCLAIM BENEFITS LLC 3405 ANNAPOLIS LN N - STE 150 MINNEAPOLIS, MN 55447-8863 US	COBRA ADMINISTRATION SERVICES	S	B		F	N	04		75,000	19,560	6,941	55,440	1/1/2009	O	12/31/2013	
4500169664	DIRECTOR'S DESK LLC ONE LIBERTY PLAZA - 49TH FL NEW YORK, NY 10006-1404 US	BOARDROOM PORTAL SERVICE	S	B		N	N	03		93,750	56,250	18,750	37,500	1/31/2009	O	12/31/2013	
4500171324	SIMMERS CRANE DESIGN & SERVICES CO 1134 SALEM PKWY SALEM, OH 44460-1063 US	LPGP 65 TON GANTRY CRANE UPGRADE	C	B		N	N	02		3,551,507	3,551,507	49,846	0	4/1/2009	C		3/2/2011
4500171365	PENTADYNE POWER CORP 20750 LASSEN ST CHATSWORTH, CA 91311-4507 US	TURNKEY LIRR FLYWHEEL PROJECT	E	B		F	N	02		3,958,540	1,797,347	0	2,161,193	2/25/2009	C		2/28/2011

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4500171846	MIHAI RADU ARCHITECTS PLLC 104 W 27TH ST - 10TH FL NEW YORK, NY 10001-6210 US	A/E SERVICES-REPLACEMENT OF THE CHARLES POLETTI ADMIN. BLDG. ROOF SYSTEMS & OPTIONAL ADDITIONAL ROOF SYSTEMS AT POLETTI	P	B		N	N	17		122,045	35,375	933	86,670	4/1/2009	O	3/31/2014	
4500171933	BAY CRANE SERVICE INC 11-02 43RD AVE LONG ISLAND CITY, NY 11101-9717 US	CRANE SERVICES FOR THE AUTHORITY'S POLETTI, 500MW AND SMALL CLEAN POWER PLANTS	S	B		N	N	04		650,000	404,239	229,368	245,761	4/1/2009	O	3/31/2012	
4500172003	MJ BRADLEY & ASSOCIATES LLC 1000 ELM ST - 2ND FL MANCHESTER, NH 03101-1730 US	CONSULTING WORK ON EMISSIONS REDUCTION CALCULATIONS FOR ELECTRIC TRANSPORTATION PROGRAM	P	B		N	N	04		35,000	10,000	0	25,000	5/6/2009	O	4/5/2013	
4500172042	MANATT PHELPS & PHILLIPS LLP 30 S PEARL St - 12th FL ALBANY, NY 12207 US	LEGAL SERVICES FOR THE ST. REGIS LAND CLAIM	L	S	9	N	N	01		750,001	91,988	86,860	658,013	4/1/2009	O	3/31/2012	
4500172044	PILLSBURY WINTHROP LLP ONE BATTERY PARK PLAZA NEW YORK, NY 10004-1490 US	LEGAL SERVICES FOR HIGH-LEVEL RADIOACTIVE WASTE LITIGATION	L	S	9	N	N	01		1,375,001	1,312,574	269,469	62,427	4/1/2009	O	3/31/2012	
4500172433	BLACK & VEATCH NEW YORK LLP 11401 LAMAR AVE OVERLAND PARK, KS 66211-1508 US	ELECTRIC RATE DESIGN CONSULTING SERVICES	P	B		N	N	03		775,000	743,565	50,497	31,435	4/20/2009	C		5/23/2011

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4500172443	SIEMENS ENERGY INC 10900 WAYZATA BLVD - STE 400 MINNETONKA, MN 55305-5602 US	UPGRADE OF ENERGY MANAGEMENT SYSTEMS	P	S		F	N	01		823,995	823,430	581,439	565	4/1/2009	C		4/13/2011
4500172784	THE TRANE CO DIV OF AMERICAN STANDARD INC 45-18 COURT SQ LONG ISLAND CITY, NY 11101 US	PREVENTIVE MAINTENANCE AND REPAIRS FOR THE CHILLERS AT CLARENCE RAPPLEYEA BUILDING	S	B	1	N	N	01		95,000	46,285	20,511	48,715	7/1/2009	O	6/30/2014	
4500172786	INTEGRATED SYSTEMS & POWER INC 310 FIFTH AVE - 6TH FL NEW YORK, NY 10001 US	FIRE ALARM MAINTENANCE AND REPAIRS FOR THE WPO	S	B		N	N	03		150,000	42,689	14,900	107,311	7/1/2009	O	6/30/2014	
4500174763	LATHAM & WATKINS LLP 555 11TH ST NW - STE 1000 WASHINGTON, DC 20004-1327 US	LEGAL SERVICES	L	S	9	F	N	01		250,000	92,667	275	157,333	5/1/2009	C		4/30/2011
4500175295	DIALOG CORP A DIV OF THOMSON SCIENTIFIC INC 11000 REGENCY PKWY - STE 10 CARY, NC 27512-8004 US	ON LINE DATABASE SUBSCRIPTION FOR RECORDS MANAGEMENT	E	S	8	N	N	01		85,000	35,674	2,166	49,326	4/1/2009	O	3/31/2012	
4500175478	VENTYX ENERGY LLC 3301 WINDY RIDGE PKWY SE - STE 200 ATLANTA, GA 30339-8537 US	IRP ERM FORECASTING SOFTWARE SOLUTION	P	B		F	N	02		1,978,930	1,314,310	463,107	664,620	6/22/2009	O	6/21/2014	

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4500175549	HEWLETT PACKARD CO 13831 CHALCO VALLEY PARKWAY OMAHA, NE 68138 US	MICROSOFT SELECT AGREEMENT - STATE CONTRACT PT61408	E	B	7	N	N	01		925,428	925,428	0	0	7/1/2009	C		6/30/2011
4500176027	BERNIER CARR & ASSOC PC 327 MULLIN ST WATERTOWN, NY 13601-3686 US	CONSTRUCTION MANAGEMENT CONTRACT - ST LAWRENCE RELICENSING PROJECTS	P	B		N	N	03		1,060,160	572,569	237,073	487,591	7/1/2009	O	6/30/2014	
4500176118	BOHLER ENGINEERING PC 2002 ORVILLE DR N - STE 100 RONKONKOMA, NY 11779-7661 US	CONSULTING SERVICES FOR NYC DEPT. OF BUILDINGS (NYCOB)	P	B		N	N	03		50,000	0	0	50,000	7/1/2009	O	6/30/2012	
4500176423	UTILITY POLE TECHNOLOGIES INC 708 BLAIR MILL RD WILLOW GROVE, PA 19090-1701 US	TRANSMISSION LINE WOOD POLE INSPECTION AND TREATMENT PROGRAM	P	B		N	N	03		774,330	703,998	0	70,332	7/1/2009	C		1/7/2011
4500177262	PERRAS EXCAVATING INC 1909 ST HWY 420 MASSENA, NY 13662 US	CONSTRUCTION & INSTALLATION OF A NEW DIKE, WATER CONTROL STRUCTURE & A PUMP HOUSE AT THE WILSON HILL WILDLIFE MANAGEMENT AREA	C	B		N	N	03		3,758,027	1,983,177	96,250	1,774,850	8/10/2009	O	8/9/2012	
4500177472	KPMG LLP 515 BROADWAY - 4TH FL ALBANY, NY 12207-2930 US	ACCOUNTING SERVICES	P	B		N	N	04		1,600,000	549,675	226,952	1,050,325	8/1/2009	O	7/31/2014	

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4500177540	VOCUS INC 4296 FORBES BLVD LANHAM, MD 20706-4329 US	PUBLIC RELATIONS SOFTWARE	E	S	8	N	N	01		121,238	121,238	1,074	0	8/1/2009	C		7/31/2011
4500179135	INGERSOLL RAND SECURITY TECH 200 PARK AVE NEW YORK, NY 10166-0019 US	MAINTENANCE OF SENY SECURITY SYSTEMS 10/1/09-12/31/2010	S	B		N	N	06		1,341,918	613,913	253,687	728,005	10/1/2009	O	12/31/2014	
4500179789	A & A MAINTENANCE ENTERPRISE INC 965 MIDLAND AVE YONKERS, NY 10704-1027 US	OPERATING ENGINEERING FOR THE WPO	S	B		N	Y	03		4,250,000	1,949,352	883,645	2,300,648	10/1/2009	O	9/30/2014	
4500180426	BENFIELD CONTROL AND POWER	FURNISH & DELIVER HEAD GATE MOTOR CONTROL CENTER	E	B		N	N	02		959,242	940,017	8,705	19,225	11/1/2009	O	12/31/2013	
4500180750	SIEMENS ENERGY INC 7000 SIEMENS RD WENDELL, NC 27591-8309 US	CEC TRANSIENT NETWORK AGREEMENT - LEASE OF EQUIPMENT	E	S		F	N	01		20,000	9,958	0	10,042	10/20/2009	O	10/20/2012	
4500181051	ABB INC 308 DRIVE 14 CLEVELAND, NY 13042-3101 US	NIAGARA POWER PROJECT CIRCUIT BREAKERS	E	B		N	N	06		1,852,179	1,592,119	53,596	260,060	11/26/2009	O	2/2/2012	

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4500181184	OVER ROCK LLC 365 ROUTE 304 - STE 204 BARDONIA, NY 10954-1601 US	SNOW REMOVAL, MASONRY AND LANDSCAPING SERVICES	S	B			N	N	05	3,000,000	1,262,649	740,123	1,737,351	11/1/2009	O	10/31/2014	
4500181403	TRENCH LTD 390 MIDWEST RD SCARBOROUGH, ON M1P 3B5 CA	F&D 765KV SF6 CURRENT TRANSFORMERS & SF6 765KV COMBINATION CT/PT FOR MARCY & MASSENA SUBSTATIONS	E	B			N	N	02	5,042,966	2,255,040	2,255,040	2,787,926	12/10/2009	O	12/31/2013	
4500182339	SS & C TECHNOLOGIES INC 80 LAMBERTON RD - STE 7 WINDSOR, CT 06095-2150 US	DEBT MANAGEMENT SOFTWARE SOLUTION	E	B			N	N	04	159,000	153,000	27,000	6,000	12/3/2009	C		12/16/2011
4500182355	ADVANCED FLUID SYSTEMS INC PO BOX 360 - 292 GREEN ST ROYERSFORD, PA 19468-0360 US	F/D/I COMBUSTION TURBINE CONTROL VALVE ACTUATOR REPLACEMENTS	E	B			F	N	03	419,076	419,076	22,352	0	12/2/2009	O	3/31/2012	
4500182464	SARA L MENDELSON MD PLLC 800 WOODBURY RD - STE K WOODBURY, NY 11797-2592 US	PERFORM ANNUAL PHYSICALS AT THE RICHARD M. FLYNN PLANT	P	B			N	N	02	60,001	22,761	11,275	37,240	1/4/2010	O	12/31/2012	
4500182597	DLT SOLUTIONS LLC 13861 SUNRISE VALLEY DR - STE 400 HERNDON, VA 20171-6126 US	AUTOCAD SOFTWARE MAINTENANCE- GSA SCHEDULE GS-35F-4543G	S	B	7		N	N	01	59,587	58,304	0	1,283	1/31/2010	C		1/30/2011

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4500182598	CITRIX SYSTEMS INC 851 WEST CYPRESS CREEK RD FORT LAUDERDALE, FL 33309 US	CITRIX NETSCALER 7000 ENTERPRISE EDITION SOFTWARE	S	S		N	N	01		8,691	8,691	0	0	3/25/2010	C		3/24/2011
4500183141	NYC POLICE DEPT 56-06 BROOKLN QUEENS EXWY WOODSIDE, NY 11377 US	NYPD ELECTRIC SCOOTER PILOT PROJECT	E	B	7	N	N	01		30,710	30,710	30,710	0	12/18/2009	O	12/17/2012	
4500183371	UTC POWER CORP FORMERLY UTC FUEL CELLS 195 GOVERNORS HWY SOUTH WINDSOR, CT 06074 US	PURCHASE AND STORAGE OF FUEL CELL SPARE PARTS	E	S	1	F	N	01		1,965,800	1,937,000	0	28,800	12/23/2009	O	12/31/2012	
4500183466	BPS RESOLVER INC 703 EVANS AVE - STE 107 TORONTO, ON M9C 5E9 CA	GOVERNANCE, RISK AND COMPLIANCE SOFTWARE	E	B		F	N	10		215,006	207,924	40,831	7,082	12/28/2009	C		12/30/2011
4500183713	GARNET RIVER LLC 8 AUTOMATION LN ALBANY, NY 12205-1654 US	PLATFORM CONVERSION ENERGY SCHEDULING & ACCOUNTING SOFTWARE	P	B		N	N	05		1,030,137	742,843	316,303	287,294	1/12/2010	O	1/11/2015	
4500183892	GTSI CORP 2553 DULLES VIEW DR - STE 100 HERNDON, VA 20171-5228 US	2010 ANNUAL BLACKBERRY TELEPHONE SUPPORT	S	C	5	N	N	02		13,753	13,753	0	0	2/1/2010	C		1/31/2011

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4500184143	THOMAS NG PO BOX 090961 BROOKLYN, NY 11209 US	VIDEO PRODUCTION ASSISTANT CONSULTING SERVICES	S	B			N	N	02	43,600	19,768	11,246	23,832	1/1/2010	O	12/21/2013	
4500184144	EMSTAR MEDIA INC 25 BANK ST WHITE PLAINS, NY 10606 US	VIDEOGRAPHER / EDITOR /PRODUCTION COORDINATOR CONSULTING SERVICE	S	B			N	N	03	320,835	205,656	107,912	115,179	1/1/2010	O	12/31/2013	
4500184145	PIOPPI VIDEO ENTERTAINMENT CORP 325 E 64 ST - APT 405 NEW YORK, NY 10065-6770 US	VIDEO PRODUCER EDITOR DIRECTOR CONSULTING SERVICES	S	B			N	N	01	339,339	221,047	118,457	118,292	1/1/2010	O	12/31/2013	
4500184152	CSL ENTERPRISES INC D/B/A REEL VISION PRODUCTIONS 310 LAUREN TICE RD - PO BOX 15 SAUGERTIES, NY 12477-0015 US	VIDEO SYSTEM MAINTENANCE ENGINEER SERVICES	S	B			N	N	02	182,995	103,391	53,091	79,604	1/1/2010	O	12/31/2013	
4500184574	EXCHANGEWIS LLC 501 SILVERSIDE RD - STE 105 WILMINGTON, DE 19809 US	2010 MX CONTACT ENTERPRISE LICENSING	S	S			N	N	01	13,972	13,972	0	0	1/31/2010	C		1/30/2011
4500184737	CITRIX SYSTEMS INC 851 WEST CYPRESS CREEK RD FORT LAUDERDALE, FL 33309 US	CITRIX MAINTENANCE	S	S			N	N	01	26,186	26,186	0	0	2/15/2010	C		2/14/2011

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4500184780	SLR CONTRACTING & SERVICE CO INC 260 MICHIGAN AVE - STE 1 BUFFALO, NY 14203-2960 US	NIAGARA -CONSTRUCTION OF NEW WAREHOUSE AND OFFICE COMPLEX	C	B		N	Y	07		17,737,981	17,600,791	9,002,979	137,190	12/27/2009	O	2/15/2012	
4500184804	TEST LABORATORIES INTERNATIONAL INC 1701 SOUTHWEST PRKWAY -STE 104 COLLEGE STATION, TX 77840 US	MAINTENANCE SUPPORT SERVICES FOR THE DIGITAL FAULT RECORDERS	S	S	1	F	N	01		42,288	42,288	0	0	1/1/2010	C		12/12/2011
4500184906	NORTHLINE UTILITIES LLC 15 SCHOOL LN - STE 200 AU SABLE FORKS, NY 12912 US	ST. LAWRENCE-FOUR (4) 230KV CIRCUIT BREAKER REPLACEMENT	C	B		N	N	05		958,938	958,936	7,398	2	3/22/2010	C		3/21/2011
4500185138	AUBREY SILVEY ENTERPRISES INC 371 HAMP JONES RD CARROLLTON, GA 30117-9492 US	CONTRACTOR TO PROVIDE TECHNICAL SUPERVISION AND ASSISTANCE FOR THE DE-COMMISSIONING OF GIS EQUIPMENT FOR "Y49" CABLE	S	S	5	N	N	01		28,000	15,571	0	12,429	2/5/2010	C		2/4/2011
4500185479	FIRSTCALL NETWORK INC 5423 GALERIA DR BATON ROUGE, LA 70816-6008 US	CALL TREE NOTIFICATION SYSTEM	S	B		F	N	07		59,040	23,985	11,685	35,055	3/1/2010	O	2/28/2013	
4500185547	HAWKEYE LLC 100 MARCUS BLVD - STE 1 HAUPPAUGE, NY 11788-3749 US	HAWKEYE LLC TO MODIFY THE GROUNDING AND LIGHTENING SYSTEM /FLYNN	C	B		N	N	03		361,003	361,003	94,479	0	2/16/2010	C		12/31/2011

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4500185622	NYS NURSERY & LANDSCAPE ASSOC INC 136 EVERETT RD ALBANY, NY 12205-1418 US	TREE POWER PROGRAM	E	S	8	N	N	01		530,000	53,890	12,920	476,110	2/17/2010	O	2/16/2016	
4500185694	GLOBAL OVERHEAD DOORS INC 405 BARRETTO ST BRONX, NY 10474 US	CONSTRUCTION OF THE FREEZE PROTECTION ENCLOSURES FOR EAST AND WEST SIDES	E	B		N	Y	04		516,301	457,801	85,000	58,500	2/19/2010	C		2/18/2011
4500185714	MILIEU INC 1435 CHEMIN DE SAINT-JEAN LA PRAIRIE, PQ.J5R 2L8 CA	ST.LAWRENCE-FDR INSTALLATION, OPERATION & MAINTENANCE OF EEL LADDER	C	S		N	N	01		75,000	9,197	9,197	65,803	6/1/2010	O	10/31/2014	
4500185716	MILIEU INC 1435 CHEMIN DE SAINT-JEAN LA PRAIRIE, PQ.J5R 2L8 CA	ST.LAWRENCE-FDR POWER PROJECT - OPERATION, MAINTENANCE & MONITOR OF EEL PASSAGE FACILITY	C	B		N	N	03		520,000	143,241	101,879	376,759	6/1/2010	O	10/31/2014	
4500185720	AUBERTINE & CURRIER ARCHITECTS ENGINEERS & LAND SURVEYORS PLLC 522 BRADLEY ST WATERTOWN, NY 13601-1204 US	ST.LAWRENCE-FDR POWER PROJECT - ENGINEERING SERVICES FOR RECREATIONAL FACILITIES	A	B		N	N	13		350,000	69,354	25,772	280,646	4/1/2010	O	3/31/2014	
4500185815	DEADLINE SOLUTIONS INC 1201 E FAYETTE ST SYRACUSE, NY 13210-2258 US	ST.LAWRENCE-FDR POWER PROJECT- MAINTENANCE OF FLOWMETER SYSTEM	C	S		N	N	01		138,781	24,326	7,951	114,455	4/1/2010	O	3/31/2014	

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4500185906	MILLENNIUM ELECTRICAL SUPPLY CORP 201 FRANKLIN ST BROOKLYN, NY 11222 US	ELECTRICAL LIGHTING INSTALLATION SVCS AT BROOKLYN BATTERY TUNNEL COMPLEX	C	B		N	Y	08		75,860	75,860	6,825	0	3/15/2010	C		3/14/2011
4500185927	COMPUTER ASSOC INT'L INC ONE COMPUTER ASSOC PLAZA ISLANDIA, NY 11749 US	CA SPECTRUM INFRASTRUCTURE & SYSTEM EDGE SW & MAINTENANCE-PT64273	E	B	7	F	N	01		237,534	232,104	151,154	5,430	2/28/2010	C		2/27/2011
4500186260	DECLOET GREENHOUSE MFG LTD RR 1 SIMCOE, ON N3Y 4J9 CA	1.1MW PV SYSTEM FOR UNIVERSITY OF BUFFALO	C	B		F	N	06		6,895,863	5,562,101	5,562,101	1,333,762	3/8/2010	O	12/31/2012	
4500186308	SERVERWARE CORP 125 WOLF RD - STE 305 ALBANY, NY 12205 US	ANNUAL MAINTENANCE - JBOSS SOFTWARE - GS-35F-0131R	S	B	7	N	Y	01		26,034	26,034	0	0	3/15/2010	C		3/14/2011
4500186313	SAP PUBLIC SERVICES INC RONALD REAGAN BLDG / ITC 1300 PENNSYLVANIA AVE NW - STE 500 WASHINGTON, DC 20004 US	SAP BPC NW 7.0 IMPLEMENTATION PROJECT CONSULTING SERVICES	P	B	7	F	N	01		533,181	483,197	0	49,984	3/8/2010	C		3/7/2011
4500186386	WARD NORRIS HELLER & REIDY LLP 300 STATE ST ROCHESTER, NY 14614-1020 US	LEGAL SERVICES FOR NIAGARA COUNTY CASE	L	C	9	N	N	04		300,000	172,189	21,490	127,811	2/8/2010	O	2/7/2013	

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4500186407	NORTHLINE UTILITIES LLC 15 SCHOOL LN - STE 200 AU SABLE FORKS, NY 12912 US	CRESCENT POWER PROJECT - POND LEVEL INDICATOR INSTALLATION	C	B		N	N	02		122,569	122,569	26,736	0	3/10/2010	C		2/28/2011
4500186410	ELECTRONIC DRIVES & CONTROLS INC 17 EASTMANS RD PARSIPPANY, NJ 07054-3702 US	F/D/I VARIABLE FREQUENCY DRIVES (VFDS) AND MOTORS AT THE RICHARD M. FLYNN POWER PROJECT	E	B		F	N	06		269,741	206,874	206,874	62,867	3/1/2010	O	12/31/2012	
4500186536	BESTWEB CORP 25 S RIVERSIDE AVE CROTON ON HUDSON, NY 10520 US	CIRCUIT SERVICES BETWEEN SUNGARD - DATA CENTER - PS-63069	S	B	7	N	N	01		63,624	63,624	0	0	2/20/2010	C		2/19/2011
4500186575	SOFTWARE SENSE ENTERPRISES INC 376 BROADWAY - STE L3 SARATOGA SPRINGS, NY 12866 US	PTR PLUS MAINTENANCE - TRUSTEE APPROVAL	S	S		N	N	01		135,000	73,500	54,750	61,500	3/1/2010	O	2/28/2015	
4500186649	SIEMENS ENERGY INC 10900 WAYZATA BLVD - STE 400 MINNETONKA, MN 55305-5602 US	NERC CIP SCADA UPGRADE	P	S		F	N	01		312,462	312,462	141,570	0	3/2/2010	C		3/1/2011
4500186801	ENVIRONETICS GROUP ARCHITECT PC 180 SYLVAN AVE ENGLEWOOD CLIFFS, NJ 07632-2512 US	INTERIM ARCHITECTURAL DESIGN SERVICES FOR THE WPO	A	S		N	N	01		200,000	82,440	22,489	117,560	2/1/2010	C		1/31/2011

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4500186825	BIOMARK INC 703 S AMERICANA BLVD - STE 150 BOISE, ID 83702-4976 US	ST.LAWRENCE POWER PROJECT- MAINTENANCE OF PIT TAG SYSTEM	C	S		N	N	01		173,089	13,720	13,720	159,369	6/1/2010	O	5/31/2014	
4500186899	GOLDMAN SACHS & CO 200 WEST ST NEW YORK, NY 10282-2198 US	FINANCIAL ADVISORY/INVESTMENT BANKING SERVICES	P	B	9	N	N	08		500,000	120,895	120,895	379,105	3/1/2010	C		2/28/2011
4500187002	CITYSIDE ARCHIVES LTD 499 MILL RD EDISON, NJ 08817 US	STORAGE AND SERVICE AGREEMENT FOR OFF-SITE STORAGE	E	B	9	N	N	01		390,000	120,323	72,382	269,677	4/1/2010	O	3/31/2015	
4500187012	PERRAS EXCAVATING INC 1909 ST HWY 420 MASSENA, NY 13662 US	FLEET VEHICLE STATION	C	B		N	N	05		434,032	434,012	87,488	20	3/18/2010	C		3/17/2011
4500187027	EDBAUER CONSTRUCTION 2790 CLINTON ST WEST SENECA, NY 14224 US	ICE BOOM STORAGE PROJECT PHASE 2 WORKSHOP AND CREW FACILITY	C	B		N	N	05		4,550,525	4,462,595	2,873,566	87,930	3/24/2010	C		8/1/2011
4500187092	COMPUTER ASSOC INT'L INC ONE COMPUTER ASSOC PLAZA ISLANDIA, NY 11749 US	CA EHEALTH, VIRTUAL PERFORMANCE, SPECTRUM SW & MAINTENANCE- PT64273	E	B	7	F	N	01		267,244	181,335	85,909	85,909	3/15/2010	C		3/14/2011

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4500187097	FERGUSON ELECTRIC CONSTRUCTION CO INC 333 ELLICOTT ST BUFFALO, NY 14203-1618 US	NIAGARA - F/D/I 13 115KV SF6 CIRCUIT BREAKERS	C	B		N	N	06		2,551,411	2,360,539	767,490	190,872	5/7/2010	O	5/6/2012	
4500187139	QUALYS INC 1600 BRIDGE PKWY REDWOOD CITY, CA 94065 US	MAINTENANCE - SCANNER	S	S	5	N	N	01		9,480	9,480	0	0	4/25/2010	C		4/24/2011
4500187146	XEROX CAPITAL SERVICES LLC PO BOX 660502 DALLAS, TX 75266-0502 US	XEROX COPIER RENTAL	E	B	7	N	N	01		31,453	29,340	0	2,113	9/30/2009	C		7/30/2011
4500187189	WESTCON GROUP NORTH AMERICA INC 14850 CONFERENCE CENTER DR CHANTILLY, VA 20151-3844 US	ANNUAL MAINTENANCE - BLUECOAT SOFTWARE - GSA SCHEDULE - GS-35F-0563U	S	B	7	N	N	01		15,737	15,737	0	0	6/1/2010	C		5/31/2011
4500187192	COMPUTER ASSOC INT'L INC ONE COMPUTER ASSOC PLAZA ISLANDIA, NY 11749 US	CA EHEALTH & WILY TNG IMPLEMENTATION-OGS STATE CONTRACT PT-64273	P	B	7	N	N	01		96,849	95,360	0	1,489	3/29/2010	C		3/28/2011
4500187249	DAY AUTOMATION SYSTEMS INC 9 AVIS DR LATHAM, NY 12110-2601 US	B-G - NERC SECURITY MANAGEMENT SYSTEM MODIFICATIONS	E	B	7	N	Y	01		46,633	40,531	13,898	6,102	4/19/2010	C		5/23/2011

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4500187392	AIRMATIC COMPRESSOR SYSTEMS INC 700 WASHINGTON AVE CARLSTADT, NJ 07072-3007 US	COMPRESSED AIR SYSTEM AUDIT SERVICES	P	B		N	N	05		400,000	10,551	10,551	389,449	4/1/2010	O	3/31/2014	
4500187432	OHM'S ELECTRICAL CORP 6510 CENTRAL AVE GLENDALE, NY 11385-6244 US	ELECTRICAL LIGHTING INSTALLATION SERVICES AT THROGS NECK/ HENRY SERVICE BUILDING	C	B		N	N	06		60,470	60,470	1,985	0	4/12/2010	C		4/11/2011
4500187597	CLARKSON UNIVERSITY 8 CLARKSON AVE POTSDAM, NY 13699 US	ST.LAWRENCE POWER PROJECT-ENGINEERING CONSULTANT FOR ICE SLUICE DRUM GATES	A	B		N	N	01		250,000	53,853	40,405	196,147	5/31/2010	O	3/31/2014	
4500187759	ORACLE AMERICA INC 1001 SUNSET BLVD ROCKLIN, CA 95765-3702 US	ORACLE SOFTWARE MAINTENANCE	S	S		N	N	01		175,304	175,304	87,652	0	5/30/2010	C		5/29/2011
4500188074	JOANNE DARCY CRUM LS PROFESSIONAL LAND SURVEYOR 479 W MAIN ST COBLESKILL, NY 12043 US	SERVICES OF LICENSED LAND SURVEYOR	P	B		N	Y	04		598,000	106,051	61,981	491,949	4/1/2010	O	12/31/2014	
4500188117	SAP PUBLIC SERVICES INC RONALD REAGAN BLDG / ITC 1300 PENNSYLVANIA AVE NW - STE 500 WASHINGTON, DC 20004 US	SAP SSM DEVELOPMENT CONSULTING SERVICES	P	B	7	F	N	01		159,932	159,341	39,814	591	4/26/2010	C		4/25/2011

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4500188187	BLACK & VEATCH NEW YORK LLP 11401 LAMAR AVE OVERLAND PARK, KS 66211-1508 US	ST.LAWRENCE-FDR POWER PROJECT - ASSESSMENT OF THE SYNCHRONOUS CONDENSERS	P	B		N	N	01		50,000	38,800	0	11,200	8/1/2010	C		5/23/2011
4500188194	MJR ELECTRICAL CONSTRUCTION CORP 31 BAY ST BROOKLYN, NY 11231-1917 US	PROVIDE LIGHTING & OCCUPANCY SENSOR INSTALLATION AT NYCT JAMAICA MAINTENANCE YARD	C	B		N	Y	06		275,076	274,223	94,725	853	4/26/2010	C		4/12/2011
4500188196	SAP PUBLIC SERVICES INC RONALD REAGAN BLDG / ITC 1300 PENNSYLVANIA AVE NW - STE 500 WASHINGTON, DC 20004 US	SAP GATEKEEPER SUPPORT AGREEMENT	P	B	7	F	N	01		35,000	4,555	3,640	30,445	4/26/2010	C		4/25/2011
4500188465	XEROX CAPITAL SERVICES LLC PO BOX 660502 DALLAS, TX 75266-0502 US	XEROX MAINTENANCE	S	B	7	F	N	01		12,000	4,458	1,484	7,542	4/1/2010	C		3/31/2011
4500188526	SCRUFARI CONSTRUCTION CO INC 3925 HYDE PARK BLVD NIAGARA FALLS, NY 14305-1701 US	NIAGARA SECURITY GATES IMPROVEMENT	C	B		N	N	05		562,965	557,065	342,400	5,900	4/29/2010	C		4/28/2011
4500188594	TELCOM SYSTEMS & SERVICES 6556 XMAS TREE DR OREFIELD, PA 18069-3034 US	SIEMENS HIPATH 4000 PBX MAINTENANCE	S	C		F	N	05		159,682	159,682	53,228	0	5/1/2010	C		4/30/2011

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4500188601	GOTHAM TECHNOLOGY GROUP 1 PARAGON DR - STE 200 MONTVALE, NJ 07645 US	CONSULTING - UPGRADE TO XENAPP 5 - OGS STATE CONTRACT CMT084A	P	B	7	N	N	01		94,110	92,811	4,563	1,299	5/17/2010	C		1/2/2011
4500188808	EMC CORP 187 WOLF RD ALBANY, NY 12205 US	RSA SERVICES - PT60953	P	B	7	N	N	01		29,063	15,771	9,033	13,292	5/10/2010	C		5/9/2011
4500188816	WESTON SOLUTIONS INC 750 E BUNKER CT - STE 500 VERNON HILLS, IL 60061-1865 US	ENVIRONMENTAL CONSULTING SERVICES	P	S	1	F	N	01		36,000	36,000	18,000	0	5/10/2010	C		5/9/2011
4500188872	NOVARTIS VACCINES & DIAGNOSTICS INC 350 MASSACHUSETTS AVE - 2ND FL CAMBRIDGE, MA 02139-4182 US	FLU VACCINES	E	B	6	N	N	01		9,988	9,384	0	604	5/7/2010	C		5/6/2011
4500188957	BRIAN R MEARA PUBLIC RELATIONS 321 BROADWAY NEW YORK, NY 10007 US	CONSULTING SERVICES	P	S		N	N	01		72,600	72,600	26,400	0	4/1/2010	C		3/31/2011
4500189034	STREAMSERVE INC 3 VAN DE GRAAFF DR BURLINGTON, MA 01803-5136 US	MAINTENANCE - STREAM SERVE SOFTWARE	S	S		F	N	01		34,560	34,560	0	0	5/11/2010	C		5/10/2011

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4500189101	OPEN TEXT CORP 185 COLUMBIA ST WEST WATERLOO, ON N2L 5Z5 CA	OPEN TEXT LIVELINK MAINTENANCE	S	S		N	N	01		85,141	85,141	0	0	7/1/2010	C		6/30/2011
4500189102	ACLARA SOFTWARE INC 16 LAUREL AVE WELLESLEY, MA 02481 US	CALCULATION BUILDER AND MANAGEMENT MODULE MAINTENANCE	S	S		N	N	01		15,750	15,750	0	0	4/11/2010	C		4/10/2011
4500189118	OP-TECH ENVIRONMENTAL SERVICES INC 1 ADLER DR EAST SYRACUSE, NY 13057-1223 US	UNDERGROUND FUEL TANKS REPLACEMENT & VEHICLE RE-FUELING STATION UPGRADE	C	B		N	N	04		484,138	484,138	241,628	0	5/14/2010	C		5/13/2011
4500189147	SHI INTERNATIONAL CORP 33 KNIGHTSBRIDGE RD PISCATAWAY, NJ 08854-3925 US	UTM FIREWALL SYSTEM CONSULTING - OGS STATE CONTRACT CMT339A	P	B	7	N	N	01		13,000	13,000	0	0	5/24/2010	C		5/23/2011
4500189150	PITNEY BOWES INC 120 BLOOMINGDALE RD WHITE PLAINS, NY 10605-1500 US	LEASE OF MAIL MACHINES OGS CONTRACT	E	B	7	N	N	01		86,460	28,820	17,292	57,640	1/21/2010	O	1/20/2015	
4500189172	BMC SOFTWARE INC 2101 CITY WEST BLVD HOUSTON, TX 77042-2828 US	MAINTENANCE BMC SOFTWARE	S	S		N	N	01		11,918	11,168	0	750	7/1/2010	C		6/30/2011

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4500189204	MICHAEL T CORNACCHIA ATTORNEY AT LAW 260 MADISON AVE - 22ND FL NEW YORK, NY 10016-2401 US	AGREEMENT FOR LEGAL SERVICES	L	B	9	N	N	01		50,000	2,000	0	48,000	3/2/2010	C		3/1/2011
4500189254	WOOD BROTHERS AIR COMPRESSOR LLC 162 EXPRESS DR S BRENTWOOD, NY 11717-1280 US	FURNISH & INSTALL COMPRESSED AIR SYSTEM FOR NEW YORK CITY TRANSIT PITKIN MAINTENANCE YARD	C	B		N	N	03		85,890	85,890	38,490	0	5/31/2010	C		5/30/2011
4500189371	T MORIARTY & SON INC 63 CREAMER ST BROOKLYN, NY 11231 US	HYDROGEN GENERATOR FOR 550 MW POWER PLANT	E	B		N	N	02		848,367	842,967	695,967	5,400	5/20/2010	C		5/19/2011
4500189389	ACS SYSTEM ASSOCIATES INC 160 W LINCOLN AVE MOUNT VERNON, NY 10550- 1242 US	INSTALLATION OF WATER HEATER BOILER REPLACEMENT FOR PITKIN MAINTENANCE YARD ELECTRICAL SHOP	C	B		N	Y	02		228,307	228,307	10,107	0	5/31/2010	C		5/19/2011
4500189446	INNOVATIVE AUTOMATION INC 954 HERITAGE HILLS DR YORK, PA 17402 US	ASSISTANCE IN DEVELOPING TECHNICAL SPECIFICATIONS FOR THE LEWISTON PUMP STORAGE POWER PROJECT	P	S		F	N	01		38,360	38,360	38,360	0	5/24/2010	C		5/23/2011
4500189525	LDC CONSTRUCTION CO INC 1920 BASELINE RD GRAND ISLAND, NY 14072-2013 US	NIAGARA POWER PROJECT - LITTLE BEAVER ISLAND HABITAT IMPROVEMENT PROJECT	C	B		N	N	06		1,654,140	1,590,590	996,901	63,550	9/7/2010	C		9/6/2011

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4500189548	MILLENNIUM MAINTENANCE & ELECTRICAL CONTRACTORS INC 64 FREEMAN ST BROOKLYN, NY 11222-1328 US	HIGH EFFICIENCY LIGHTING INSTALLATION PROJECT (HELP) AT HRA 33-28 NORTHERN BLVD LONG ISLAND CITY, NY	C	B	2	N	Y	02		112,308	106,764	106,764	5,544	5/25/2010	C		5/6/2011
4500189624	MICROSOFT CORP PO BOX 844510 DALLAS, TX 75284-4510 US	MS PREMIER SERVICES - OGS STATE CONTRACT - PT-54572	S	B	7	N	N	01		86,810	86,810	13,790	0	6/28/2010	C		6/27/2011
4500189692	XEROX CAPITAL SERVICES LLC PO BOX 660502 DALLAS, TX 75266-0502 US	XEROX COPY MACHINES FOR WPO	E	B	7	N	N	01		313,853	48,681	34,452	265,172	6/15/2010	O	6/14/2015	
4500189772	CANDELA SYSTEMS CORP 148 RTE 202 SOMERS, NY 10589 US	LIGHTING INSTALLATION FOR THE NYCT PITKIN MAINTENANCE YARD	C	B		N	Y	07	X	80,444	80,444	4,401	0	6/1/2010	C		11/16/2011
4500189790	SMOOTH SOLUTIONS INC 300-2 RT 17 S - STE 4 LODI, NJ 07644 US	DOCUMENT SCANNING - CMT113A	S	B	7	N	N	01		27,342	26,553	0	789	6/18/2010	C		6/17/2011
4500189889	DIFAZIO INDUSTRIES INC 38 KINSEY PL - 2ND FL STATEN ISLAND, NY 10303-1427 US	REDUNDANT WATER SUPPLY PROJECT TO BE PERFORMED AT 500 MW POWER PLANT IN ASTORIA, NY	C	B		N	N	03		1,639,051	1,639,051	1,164,051	0	6/3/2010	C		6/2/2011

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4500189931	ADVANCED GROUNDING CONCEPTS ATHANASE P MELIPOPOULOS 1886 FISHER TRAIL NE ATLANTA, GA 30345-3466 US	DEVELOPMENT OF DATA RETRIEVAL SYSTEM FOR PHASOR MEASUREMENT UNITS	S	S	8	N	N	01		25,010	25,010	25,010	0	7/1/2010	C		6/29/2011
4500189937	VOITH HYDRO INC 760 E BERLIN RD YORK, PA 17408-8701 US	RESTACK AND REWIND- UNITS 1,2,3 - NIAGARA	C	B		F	N	04		21,755,899	12,158,451	9,993,551	9,597,448	6/4/2010	O	6/3/2013	
4500189992	TRC ENVIRONMENTAL CORP 1430 BROADWAY - 10 FL NEW YORK, NY 10018 US	ENGINEERING SUPPORT DURING DECOMMISSIONING OF POLETTI	A	B		N	N	08		1,538,587	830,562	730,112	708,025	5/26/2010	O	5/31/2013	
4500190244	POWER & CONSTRUCTION GROUP INC 96 W RIVER RD - PO BOX 196 SCOTTSVILLE, NY 14546-0196 US	BATAVIA TOWER	E	B		N	N	04		126,494	126,494	120,534	0	6/8/2010	C		6/7/2011
4500190249	LEAD DATA TECHNOLOGIES INC 55 OLD TURNPIKE RD STE 604 NANUET, NY 10954 US	ANNUAL FIREWALL MAINTENANCE - OGS STATE CONTRACT PT-61429	S	B	7	N	N	01		52,630	52,630	0	0	7/1/2010	C		6/30/2011
4500190432	JSHP TRANSFORMER CO LTD NORTH AMERICA MARKETING & SERVICE 4030 MOORPARK AVE - STE 216 SAN JOSE, CA 95117-1849 US	LPGP - LEM - GSU'S	E	B		F	N	08		6,291,000	1,887,300	1,887,300	4,403,700	6/4/2010	O	6/3/2014	

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4500190642	E-MAX INSTRUMENTS INC 13 INVERNESS WAY SOUTH ENGLEWOOD, CO 80112 US	NIAGARA SEQUENTIAL EVENTS RECORDER (SER) UPGRADE	E	B		F	N	03		184,876	184,876	179,527	0	6/22/2010	C		6/21/2011
4500190709	SUSIE SPECIALTIES INC 4367 HARLEM RD AMHERST, NY 14226-4400 US	LITTLE THUNDER TOTE BAGS	E	B	8	N	Y	04		23,973	20,471	0	3,502	6/24/2010	C		6/23/2011
4500190772	EXPEDITE VIDEO CONFERENCING SERVICES INC 325 DUFFY AVE HICKSVILLE, NY 11801-3644 US	ANNUAL MAINTENANCE - POLYCOM VIDEOCONFERENCING EQUIPMENT	S	B	7	N	N	01		16,253	16,253	0	0	6/1/2010	C		5/31/2011
4500190819	HAN-TEK INC 100 RAWSON RD VICTOR, NY 14564 US	NIA LPGP TRANSFORMER TRANSFER CAR	E	B		N	N	02		669,593	664,704	651,740	4,889	6/28/2010	C		8/5/2011
4500190871	NORMANDEAU ASSOCIATES INC 25 NASHUA RD BEDFORD, NH 03110 US	CRESCENT HYDROELECTRIC PROJECT HYDRO ACOUSTIC STUDY OF JUVENILE BLUE BACK HERRING	P	B		F	N	02		679,181	325,465	72,015	353,716	6/29/2010	O	6/30/2013	
4500190952	JEAN MAHSEREDJIAN 229 LOUIS-BERLINGUET VARENNES, PQ J3X 1L4 CA	PROJECT/STUDY TO ANALYZE FAULT EVENTS AFFECTING AUTOTRANSFORMERS	P	S	8	F	N	01		20,000	20,000	10,000	0	6/30/2010	C		6/29/2011

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4500190954	OSMOSE UTILITIES SERVICES INC 215 GREENCASTLE RD TYRONE, GA 30290-2944 US	CONDITION ASSESSMENT OF TRANSMISSION TOWERS	S	B			N	N	02	394,930	393,530	114,930	1,400	7/1/2010	C		11/9/2011
4500190958	A & A MAINTENANCE ENTERPRISE INC 965 MIDLAND AVE YONKERS, NY 10704-1027 US	JANITORIAL SERVICES	S	B			N	Y	08	5,500,000	1,403,712	921,087	4,096,288	7/1/2010	O	6/30/2015	
4500190981	LUMENSION SECURITY INC 8660 E HARTFORD DR - STE 300 SCOTTSDALE, AZ 85255-2584 US	ANNUAL MAINTENANCE - LUMENSIONS LPR	S	S	5		N	N	01	6,200	6,200	0	0	7/1/2010	C		6/30/2011
4500190982	SCRUFARI CONSTRUCTION CO INC 3925 HYDE PARK BLVD NIAGARA FALLS, NY 14305-1701 US	NIAGARA INTAKE DECK HATCH AND CONCRETE REPAIR	C	B			N	N	03	1,662,397	991,999	826,135	670,398	7/1/2010	O	12/31/2013	
4500191038	SEBESTA BLOMBERG & ASSOCIATES INC 150 PRESIDENTIAL WAY - STE 330 WOBBURN, MA 01801 US	LEADERSHIP IN ENGINEERING AND ENVIRONMENTAL DESIGN (LEED) CERTIFICATION SERVICES FOR THE AUTHORITY'S VISITORS CENTER	P	B			F	N	06	177,720	17,051	17,051	160,669	7/1/2010	O	6/30/2014	
4500191070	TELCOM SYSTEMS & SERVICES 6556 XMAS TREE DR OREFIELD, PA 18069-3034 US	MTS CALL DETAIL RECORDING MAINTENANCE	S	S			N	N	01	9,410	9,410	0	0	5/1/2010	C		4/30/2011

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4500191072	DELL MARKETING LP 850 ASBURY DR BUFFALO GROVE, IL 60089-4557 US	ANNUAL MAINTENANCE - ROXIO CREATOR - OGS STATE PT-60219	S	B	7	N	N	03		5,808	5,808	0	0	5/19/2010	C		5/18/2011
4500191075	STERLING COMMERCE CVG 4600 LAKEHURST CT DUBLIN, OH 43017-0760 US	ANNUAL MAINTENANCE - GENTRAN SERVER	S	S		N	N	01		11,484	11,484	0	0	8/1/2010	C		7/31/2011
4500191079	EBERHARD SYSTEMS INC PO BOX 12023 HAUPPAUGE, NY 11788-0816 US	HP DESIGN JET W/ACCESSORIES & INSTALL - OGS STATE CONTRACT 58424	E	B	7	F	N	05		13,813	13,813	0	0	7/26/2010	C		7/4/2011
4500191081	EBERHARD SYSTEMS INC PO BOX 12023 HAUPPAUGE, NY 11788-0816 US	HP DESIGN JET W/ACCESSORIES & INSTALL - OGS STATE CONTRACT 58424	E	B	7	F	N	05		12,024	12,024	0	0	8/2/2010	C		7/4/2011
4500191084	COMMVault SYSTEMS INC 2 CRESCENT PL OCEANPORT, NJ 07757-1233 US	ANNUAL MAINTENANCE - COMMVault SOFTWARE	S	S		N	N	01		49,812	49,812	0	0	9/11/2010	C		9/10/2011
4500191136	KERITE CABLE SERVICES INC 49 DAY ST SEYMOUR, CT 06483 US	EMERGENCY INSPECTION OF DAMAGED CABLE AT HELLGATE	S	S	5	F	N	01		10,000	1,680	0	8,320	7/7/2010	C		5/1/2011

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4500191408	CONTACT POWER INC 1121 ANNAPOLIS RD - STE 272 ODENTON, MD 21113-1633 US	NIAGARA POWER PROJECT - F/D SPARE AIR CIRCUIT BREAKERS	E	B		N	N	04		588,988	588,988	588,988	0	11/30/2010	C		4/4/2011
4500191468	ACCENT FURNITURE INC C/O HICKORY BUSINESS FURNITURE LLC PO BOX 8 HICKORY, NC 28603-0008 US	NIAGARA POWER PROJECT - FURNITURE	E	B	7	N	N	01		42,899	42,899	42,899	0	7/19/2010	C		11/14/2011
4500191469	CH2M HILL NEW YORK INC 303 PERIMETER CTR NORTH - STE 800 ATLANTA, GA 30346 US	500 MW PROJECT BLACK START STUDY	P	B		F	N	09		83,000	83,000	83,000	0	7/15/2010	C		7/11/2011
4500191471	ACCENT FURNITURE INC C/O THE GUNLOCKE COMPANY LLC 1 GUNLOCKE DR WAYLAND, NY 14572-9515 US	NIAGARA POWER PROJECT FURNITURE	E	B	7	N	N	01		217,455	217,455	217,455	0	7/9/2010	C		9/30/2011
4500191497	NICHOLSON CONSTRUCTION CO 15 WILSON DR - STE A SPARTA, NJ 07871-4409 US	DAM/ROCK GROUTING -ST.LAW	C	B		F	N	03		846,420	526,354	282,508	320,066	6/28/2010	C		1/7/2011
4500191545	NYS INDUSTRIES FOR THE DISABLED INC 11 COLUMBIA CIR ALBANY, NY 12203-5156 US	PRINTING AND REPROGRAPHICS SERVICES FOR ENERGY SVCS. PROJECTS ON AN AS-NEEDED BASIS	P	B		N	N	04		38,984	1,232	1,232	37,752	7/1/2010	O	6/30/2015	

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4500191584	M/E ENGINEERING PC 60 LAKEFRONT BLVD - STE 320 BUFFALO, NY 14202-4302 US	CONSULTING SERVICES TO EVALUATE NON-PROCESS WATER USAGE AT THE NYPA'S FACILITIES	P	B		N	N	04		91,310	76,508	65,460	14,802	7/19/2010	C		7/18/2011
4500191627	WEST FAIR ELECTRIC CONTRACTORS INC 200 BRADY AVE HAWTHORNE, NY 10532 US	WPO GENERAL ELECTRICAL SERVICES	C	B		N	N	05		334,000	30,978	23,255	303,022	7/1/2010	O	6/30/2015	
4500191647	JAMESON ROOFING CO INC 3761 E LAKE RD DUNKIRK, NY 14048-9738 US	ROOF REPLACEMENT	C	B		N	N	04		342,086	342,086	159,196	0	7/19/2010	C		1/4/2011
4500191665	BAC ELECTRICAL CONSTRUCTION CO INC 873 N BROADWAY WHITE PLAINS, NY 10603-2403 US	GENERAL ELECTRICAL SERVICES FOR THE WPO	C	B		N	N	05		333,000	90,764	48,411	242,236	7/1/2010	O	6/30/2015	
4500191667	ACCENT FURNITURE INC C/O ALLSTEEL INC 2210 SECOND AVE MUSCATINE, IA 52761-5257 US	NIAGARA POWER PROJECT - FURNITURE	E	B	7	N	N	01		159,665	159,665	159,665	0	7/26/2010	C		9/30/2011
4500191674	HEALY ELECTRIC CONTRACTING INC 4 FISHER LANE WHITE PLAINS, NY 10603 US	GENERAL ELECTRIC SERVICES FOR THE WHITE PLAINS OFFICE	C	B		N	N	05		333,000	100,770	21,749	232,230	7/1/2010	O	6/30/2015	

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4500191683	NORTHLINE UTILITIES LLC 605 THIRD AVE NEW YORK, NY 10158 US	INSTALLATION OF BG SPILLWAY EMERGENCY DIESEL GENERATOR	C	B		N	N	03		156,447	156,447	27,048	0	7/21/2010	C		1/1/2011
4500191688	UNDERWATER CONSTRUCTION CORP 110 PLAINS RD ESSEX, CT 06426 US	ST.LAWRENCE-FDR POWER PROJECT - UNDERWATER INSPECTION. OF THE LONG SAULT DAM	P	B		N	N	06		391,056	279,504	32,144	111,552	8/1/2010	C		8/4/2011
4500191689	COMPUTER CONNECTION OF CNY INC 11206 COSBY MANOR RD UTICA, NY 13502 US	ANNUAL MAINTENANCE - ARCSIGHT FORTINENT - OGS STATE CONTRACT CMT141A	S	B	7	N	N	01		6,300	6,300	0	0	7/21/2010	C		7/20/2011
4500192189	RISK CENTRIX LLC 225 GOOD HOPE RD BLUFFTON, SC 29909-3106 US	RISK MANAGEMENT CONSULTING SERVICES	P	S	1	F	N	01		485,000	436,889	235,618	48,111	6/1/2010	C		5/31/2011
4500192229	PRESIDIO NETWORKED SOLUTIONS INC 10 6TH RD WOBURN, MA 01801-1735 US	CISCO UNIFIED COMMUNICATION & COLLABORATION SVC - OGS - CMT276A	P	B	7	N	N	01		26,130	22,130	22,130	4,000	8/4/2010	C		8/3/2011
4500192261	ASSETWORKS INC 4275 EXECUTIVE SQ - STE 300 LA JOLLA, CA 92037-8408 US	FLEETFOCUS ANNUAL MAINTENANCE	S	S		N	N	01		23,553	23,553	0	0	4/1/2010	C		3/31/2011

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4500192293	ASSETWORKS INC 4275 EXECUTIVE SQ - STE 300 LA JOLLA, CA 92037-8408 US	FLEET SOFTWARE CONSULTING SERVICES	P	B	7	N	N	01		43,006	1,073	878	41,933	7/30/2010	C		7/29/2011
4500192308	EMERSON NETWORK POWER LIEBERT SERVICES INC 610 EXECUTIVE CAMPUS DR WESTERVILLE, OH 43082-8870 US	REPLACEMENT UPS BATTERIES	E	S	1	F	N	01		22,859	22,859	22,859	0	8/20/2010	C		1/4/2011
4500192552	KONECRANES INC 1020 LEHIGH STATION RD HENRIETTA, NY 14467-9369 US	INSPECTION SERVICES FOR THE AUTHORITY'S EQUIPMENT AT VARIOUS NYPA FACILITIES	P	B	1	N	N	03		40,663	30,226	30,226	10,437	8/12/2010	C		8/1/2011
4500192642	STIKEMAN ELLIOTT LLP 5300 COMMERCE COURT W - 199 BAY ST TORONTO, ON M5L 1B9 CA	CROSS-BORDER TRANSACTIONAL LEGAL SERVICES	L	C	9	F	N	01		150,000	24,066	24,066	125,934	8/1/2010	O	6/30/2013	
4500192803	HAYES TECHNOLOGY GROUP INC 3 HAWTHORN PKWY - STE 225 VERNON HILLS, IL 60061-1448 US	SAP CLIENT COPY SOFTWARE SOLUTION	E	B		F	N	04		123,300	119,995	41,645	3,305	8/30/2010	O	11/18/2012	
4500192842	ENOSERV INC 7780 E 106TH ST TULSA, OK 74133-6843 US	ANNUAL MAINTENANCE - ENOSERV RTS LICENSES & MAINTENANCE	S	S		N	N	01		25,182	25,182	0	0	6/1/2010	C		5/31/2011

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4500192894	SERVERWARE CORP STE 150 1250 PITTSFORD VICTOR RD - PITTSFORD, NY 14534-9543 US	SUBSCRIPTION TO JBOSS SOFTWARE - BRMS, PLATFORM FOR PORTALS; AND SOA PLATFORM - GSA SCHEDULE - GS-35F-0131R	E	B	7	N	Y	03		50,596	50,596	0	0	8/27/2010	C		8/26/2011
4500192897	ENVIRONMENTAL SUPPORT SOLUTIONS INC 1700 RESEARCH BLVD - STE 200 ROCKVILLE, MD 20850 US	MAINTENANCE - ESSENTIAL SUITE SOFTWARE	S	S		N	N	01		54,645	54,645	0	0	10/1/2010	C		9/30/2011
4500192899	DLT SOLUTIONS LLC 13861 SUNRISE VALLEY DR - STE 400 HERNDON, VA 20171-6126 US	ANNUAL MAINTENANCE - QUEST SOFTWARE	S	S		N	N	01		44,431	44,431	0	0	2/15/2009	C		10/31/2011
4500193014	ABB INC 10300 HENRI-BOURASSA WEST ST LAURENT, PQ H4S 1N6 CA	POWER SYSTEM STABILIZERS (PSS) TUNING SERVICES	S	S	1	F	N	01		40,000	13,190	0	26,810	8/24/2010	C		8/23/2011
4500193016	DIRECTPACKET INC ONEVISION SOLUTIONS 909 LAKE CAROLYN PKWY - STE 1800 IRVING, TX 75039-3910 US	MAINTENANCE - TANDBERG EQPT & MS SOFTWARE - OGS STATE CONTRACT PT64304	S	B	7	N	N	01		14,515	14,515	0	0	8/2/2010	C		2/1/2011
4500193150	LOPEZ & ASSOCIATES INC 1010 NORTHERN BLVD STE 208 GREAT NECK, NY 11021 US	MODIFICATION TO CURRENT OPERATING TECHS PRE-EMPLOYMENT TESTS	P	S	5	N	N	01		10,000	9,000	0	1,000	8/27/2010	C		1/5/2011

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4500193169	HEWLETT PACKARD CO ATTN: EXPRESS SUPPORT QUOTES 8000 FOOTHILLS BLVD ROSEVILLE, CA 95747-5754 US	EVA CLUSTER IMPLEMENTATION SVC- STATE CONTRACT CMS1051/PS-61987	S	B	7	N	N	01		11,500	11,500	11,500	0	9/13/2010	C		2/16/2011
4500193171	PRESIDIO NETWORKED SOLUTIONS INC 10 6TH RD WOBURN, MA 01801-1735 US	ANNUAL MAINTENANCE FOR AUDIO CODES FOR NYPA MS UNIFIED MESSAGING	S	S	5	N	N	01		8,660	8,660	0	0	8/11/2010	C		8/10/2011
4500193394	ABB INC 3450 HARVESTER RD BURLINGTON, ON L7N 3W5 CA	ST. LAWRENCE CIRCUIT BREAKERS SERVICE UPGRADE	E	B		F	N	03		828,688	444,416	444,416	384,272	9/2/2010	O	12/31/2012	
4500193404	HENRY BROS ELECTRONICS INC 17-01 POLLITT DR FAIR LAWN, NJ 07410 US	FLIR THERMAL CAMERA SYSTEM FOR NIAGARA PROJECT	E	B	7	F	N	02		498,113	498,113	498,113	0	9/2/2010	C		6/2/2011
4500193413	SECURICON LLC 5400 SHAWNEE RD - STE 206 ALEXANDRIA, VA 22312-2300 US	VULNERABILITY ASSESSMENT RISK ANALYSIS FOR CRITICAL CYBER ASSETS	P	B	1	F	N	05		111,000	104,453	84,804	6,547	8/7/2010	C		4/30/2011
4500193437	QUINTAL CONTRACTING CORP PO BOX 427 ISLIP, NY 11751-0427 US	GROUND AND SITE WORK AT FLYNN BY QUINTAL GROUP	C	B		N	Y	04		133,000	123,963	123,963	9,037	9/7/2010	C		3/13/2011

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4500193493	EMA INC 1970 OAKCREST AVE SAINT PAUL, MN 55113 US	MAXGIS UPGRADE - OGS STATE CONTRACT CM166A	S	B	7	N	N	01		24,225	24,225	17,565	0	9/13/2010	C		2/4/2011
4500193498	PROFESSIONAL FLIGHT MANAGEMENT INC 555 E CITY AVE BALA CYNWYD, PA 19004 US	ANNUAL PROFESSIONAL FLIGHT MANAGEMENT SOFTWARE MAINTENANCE	S	S		N	N	01		19,455	19,455	0	0	10/1/2009	C		9/30/2011
4500193522	BVR CONSTRUCTION CO INC 244 LAKE AVE ROCHESTER, NY 14608-1208 US	NIAGARA POWER PROJECT - DAM FACE CONCRETE REPAIR	C	B		N	N	04		1,376,956	1,331,995	428,521	44,961	9/7/2010	C		3/22/2011
4500193836	GENERGY 2 EXECUTIVE PARK DR ALBANY, NY 12203 US	ST.LAWRENCE-FDR PROTECTION & CONTROL EQUIPMENT	E	B		N	N	06		467,348	440,748	132,988	26,600	10/1/2010	C		9/30/2011
4500193866	C D PERRY & SONS INC PO BOX 866 TROY, NY 12181-0866 US	CRESCENT AND VISCHER FERRY FOREBAY CLEANING PROJECT	C	B		N	N	03		127,702	126,139	8,202	1,563	9/15/2010	C		3/31/2011
4500193923	SENSEI SOLUTIONS LLC 2350 MERIDIAN PKWY - STE 300 DURHAM, NC 27713-5273 US	SENSEI SOLUTIONS, LLC TO F/D/I A REAL TIME CONDITION BASED MONITORING SYSTEM AT THE AUTHORITY'S BLENHEIM GILBOA PROJECT	E	B		F	N	02		230,695	150,000	70,000	80,695	9/15/2010	C		12/31/2011

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4500194049	CRANE HOGAN STRUCTURAL SYSTEMS INC 3001 BROCKPORT RD SPENCERPORT, NY 14559 US	NIAGARA POWER PROJECT 538' GALLERY CONCRETE REPAIR	C	B			N	N	04		672,639	672,573	672,573	66	9/20/2010	C		3/22/2011
4500194112	APPLIED ECOLOGICAL SERVICES INC 17921 W SMITH RD BRODHEAD, WI 53520-9355 US	NIAGARA POWER PROJECT - LITTLE BEAVER ISLAND WETLAND RESTORATION GRAND ISLAND NEW YORK	C	B			N	N	02		557,135	557,135	557,135	0	11/1/2010	C		11/1/2011
4500194247	FIRST ENVIRONMENT INC 91 FULTON ST - STE 1 BOONTON, NJ 07005-1942 US	VERIFICATION SERVICES OF REPORTED INVENTORY TO THE CLIMATE REGISTRY AS A TRANSITIONAL REPORTER FOR 2009 DATA	P	B			F	N	01		13,485	13,485	10,555	0	9/23/2010	C		2/15/2011
4500194305	EMERSON NETWORK POWER LIEBERT SERVICES INC 610 EXECUTIVE CAMPUS DR WESTERVILLE, OH 43082-8870 US	BACKUP BATTERY MAINTENANCE FOR IT DATA CENTER.	S	S	5		F	N	01		12,448	12,448	12,448	0	9/17/2010	C		9/16/2011
4500194387	HUDSON VALLEY ROOFING & SHEET METAL INC 214 MACARTHUR AVE NEW WINDSOR, NY 12553-7011 US	PHASE II ROOFING WORK AT POLETTI PROJECT	C	B			N	N	02		236,738	233,225	233,225	3,513	9/28/2010	C		9/1/2011
4500194404	DELL MARKETING LP 850 ASBURY DR BUFFALO GROVE, IL 60089-4557 US	RSA TOKENS MAINTENANCE- OGS STATE CONTRACT PT-65191	S	B	7		N	N	04		15,803	15,803	0	0	11/1/2010	O	10/31/2013	

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4500194436	UNITED OIL RECOVERY INC DBA UNITED INDUSTRIAL SERVICES 47 GRACEY AVE MERIDEN, CT 06451 US	FUEL OIL TANK CLEAN OUT AT POLETTI PROJECT	C	B		N	N	02		1,811,922	1,767,095	1,767,095	44,827	9/28/2010	C		10/5/2011
4500194442	CARASOFT TECHNOLOGY CORP 12369 SUNRISE VALLEY DR - STE D-2 RESTON, VA 20191 US	2010 MAINTENANCE SUPPORT FOR JBOSS SOFTWARE.	S	B		F	N	01		6,445	6,445	0	0	11/2/2010	C		11/1/2011
4500194448	MARK CERRONE INC PO BOX 3009 NIAGARA FALLS, NY 14304-7301 US	NIAGARA - CONSTRUCTION IMPROVEMENTS TO RESERVOIR STATE PARK	C	B		N	Y	03		6,363,867	5,881,044	5,820,737	482,823	10/10/2010	O	4/1/2012	
4500194465	VERIZON SELECT SERVICES INC 14 CORPORATE WOODS BLVD - STE 3 ALBANY, NY 12211-2510 US	STL CONTROL ROOM PHONE CONSOLE REPLACEMENT PROJECT	C	B		N	N	01		250,117	233,679	233,679	16,438	9/29/2010	C		7/14/2011
4500194507	SCHNEIDER ELECTRIC USA INC 1415 S ROSELLE RD PALATINE, IL 60067-7337 US	PLC/SCADA SYSTEM FOR METRO-NORTH PLM/STANDBY GENERATION UPGRADE	E	S	9	N	N	01		795,890	320,999	320,999	474,891	9/30/2010	O	6/30/2012	
4500194518	BPS RESOLVER INC 703 EVANS AVE - STE 107 TORONTO, ON M9C 5E9 CA	BALANCED SCORECARD FRAMEWORK RESOLVER*RISK SOFTWARE CONSULTING	P	S	5	N	N	01		11,000	11,000	0	0	10/4/2010	C		10/3/2011

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4500194526	CARASOFT TECHNOLOGY CORP 12369 SUNRISE VALLEY DR - STE D-2 RESTON, VA 20191 US	ANNUAL MAINTENANCE - QRADAR - GSA SCHEDULE GS-35F-0131R	S	B	7	N	N	01		40,409	40,409	0	0	6/30/2010	C		6/29/2011
4500194555	COBLESKILL STONE PRODUCTS INC PO BOX 220 COBLESKILL, NY 12043-9981 US	BLENHHEIM GILBOA REPAVING PROJECT	C	B		N	N	03		1,036,612	1,033,713	340,386	2,899	10/4/2010	C		9/30/2011
4500194644	QUANTA TECHNOLOGY LLC 4020 WESTCHASE BLVD - STE 300 RALEIGH, NC 20607-3960 US	TRANSMISSION LEM ASSESSMENT & COST BENEFIT ANALYSIS	P	B		N	N	04		2,183,228	1,844,621	1,844,621	338,607	9/29/2010	O	3/31/2012	
4500194708	CORTLANDT PAINTING & RESTORATION DBA FOR CORTLANDT PAINTING CO 277 VANCORTLANDT AVE - APT 6F BRONX, NY 10467-3021 US	BUILDING FACADE RESTORATION AND WINDOW WASHING Q	S	B		N	N	06	X	550,373	550,373	0	0	10/11/2010	C		10/10/2011
4500194746	ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE INC 380 NEW YORK ST REDLANDS, CA 92373-8100 US	GIS SOFTWARE ANNUAL MAINTENANCE - PT63832	S	B	7	N	N	01		31,837	31,837	0	0	1/1/2011	C		12/31/2011
4500194841	PACS INDUSTRIES INC 1211 STEWART AVE - STE 200 BETHPAGE, NY 11714-1602 US	MNR - GCT PLM/STANDBY GENERATION UPGRADE SYSTEM - 15KV SWITCH GEAR	E	B		N	N	06		482,647	127,800	127,800	354,847	10/12/2010	O	6/30/2012	

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4500194850	DELL MARKETING LP 850 ASBURY DR BUFFALO GROVE, IL 60089-4557 US	2010 - 2011 MICROSOFT SELECT MAINTENANCE - OGS STATE CONTRACT PT-65196	E	B	7	N	N	01		101,469	101,469	0	0	10/8/2010	C		6/30/2011
4500194884	MOLLENBERG BETZ INC 300 SCOTT ST BUFFALO, NY 14204-2293 US	CO2 UNIT EXHAUST	C	B		N	N	04		506,028	458,528	458,528	47,500	10/13/2010	O	4/12/2012	
4500194889	CANDELA SYSTEMS CORP 148 RTE 202 SOMERS, NY 10589 US	ELECTRICAL LIGHTING INSTALLATION AT MT. VERNON PUBLIC LIBRARY AND SENIOR CITIZEN CENTER ARMORY	C	B		N	Y	05		66,000	63,507	63,507	2,493	10/12/2010	C		10/11/2011
4500194933	KRYTEN IRON WORKS INC 3 BROWNS LN - STE 201 HAWTHORNE, NY 10532-1546 US	GRATINGS, HANDRAILS AND PLATFORMS	C	B		N	N	06		669,081	662,994	662,994	6,087	10/13/2010	C		6/30/2011
4500194965	ACLARA SOFTWARE INC 16 LAUREL AVE WELLESLEY, MA 02481 US	ANNUAL MAINTENANCE. FEE - DATA VISION, LOAD VISION & REPORT VISION.	S	S		F	N	01		35,000	35,000	0	0	10/1/2010	C		9/30/2011
4500195008	EYP MISSION CRITICAL FACILITIES INC AN HP COMPANY 54 STATE ST ALBANY, NY 12207 US	ENERGY EFFICIENCY ASSESSMENT OF DATA CENTER WPO	P	B		N	N	14		22,855	21,838	21,838	1,017	10/15/2010	C		5/1/2011

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4500195064	PRESTIGE BUILDER & MANAGEMENT LLC 33 S SERVICE RD JERICHO, NY 11753-1036 US	SIDEWALK REPAIR AND REPLACE TREES AND PLANTS AT NYPA'S SCPP POUCH TERMINAL	C	B		N	N	10		149,000	110,047	110,047	38,953	10/18/2010	C		10/17/2011
4500195118	AQUIRE SOLUTIONS INC 400 E LAS COLINAS BLVD - STE 500 IRVING, TX 75039-5617 US	MAINTENANCE FOR ORGPUBLISHER T FOR SAPR	S	S		F	N	01		6,662	6,662	0	0	11/1/2010	C		10/31/2011
4500195142	HOHL INDUSTRIAL SERVICES INC 770 RIVERVIEW BLVD TONAWANDA, NY 14150-7880 US	LEWISTON ROAD BRIDGE REPAIR	C	B		N	Y	02		34,964	34,964	34,964	0	10/19/2010	C		1/3/2011
4500195304	MILLENNIUM MAINTENANCE & ELECTRICAL CONTRACTORS INC 64 FREEMAN ST BROOKLYN, NY 11222-1328 US	LIGHTING UPGRADE AT DEPT. OF SANITATION NEW YORK CIOFFEE BOROUGH REPAIR SHOP	C	B	6	N	Y	04		14,535	14,535	14,535	0	12/1/2010	C		5/27/2011
4500195520	PREMIER UTILITY SERVICES LLC 100 MARCUS BLVD HAUPPAUGE, NY 11788-3749 US	SENY EMERGENCY LOCATING AND MARK OUT SERVICES	S	S	5	N	N	01		10,000	8,166	6,647	1,834	10/26/2010	C		12/31/2011
4500195646	HEWLETT PACKARD CO ATTN: EXPRESS SUPPORT QUOTES 8000 FOOTHILLS BLVD ROSEVILLE, CA 95747-5754 US	ANNUAL MAINTENANCE-SCADA EQPT-STL,NIA,BG,WPO-OGS STATE CONTRACT PS61987	S	B	7	N	N	01		31,183	31,183	0	0	11/1/2010	C		10/31/2011

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4500195742	CANDELA SYSTEMS CORP 148 RTE 202 SOMERS, NY 10589 US	ELECTRICAL LIGHTING INSTALLATION UPGRADE AT NYC DEPARTMENT OF SANITATION NEW YORK - 44 BEAVER STREET	C	B		N	Y	06	X	85,844	85,844	85,844	0	11/15/2010	C		10/19/2011
4500195783	ADVANCED GROUNDING CONCEPTS ATHANASE P MELIPOPOULOS 1886 FISHER TRAIL NE ATLANTA, GA 30345-3466 US	GROUND AUDIT STUDY AT WILLIS SUBSTATION AND FLYNN PLANT	P	S	8	N	N	01		55,000	52,951	52,951	2,049	11/1/2010	C		6/29/2011
4500195878	GENERGY 2 EXECUTIVE PARK DR ALBANY, NY 12203 US	STL-F/D PROTECTIVE RELAYS	E	B		N	N	04		47,983	47,983	47,983	0	11/3/2010	C		2/4/2011
4500195883	KEYSTONE ELECTRICAL MANUFACTURING CO 2511 BELL AVE DES MOINES, IA 50321-1118 US	500MW POWER PLANT - FURNISH & DELIVER Y49 345KV CABLE SYSTEMS 1 & 2B RELAY REPLACEMENTS	E	B		N	Y	04		175,802	0	0	175,802	11/15/2010	C		2/1/2011
4500195914	SYLVANIA LIGHTING SERVICES CORP 100 ENDICOTT ST DANVERS, MA 01923-3781 US	HIGH EFFICIENCY LIGHTING PROGRAM FOR HRA 109 EAST 16TH STREET NEW YORK, NY	C	B	2	N	N	03		219,241	203,156	203,156	16,085	11/5/2010	C		5/27/2011
4500195926	G & W ELECTRIC CO 3500 W 127TH ST BLUE ISLAND, IL 60406 US	POTHEAD REPAIR PARTS FOR HARLEM RIVER SCPP	E	S	5	F	N	01	X	14,906	14,906	14,906	0	11/4/2010	C		12/1/2011

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4500196032	KEMCO INDUSTRIES LLC 70 KEYES CT SANFORD, FL 32773 US	KEMCO TO F/I NEW NUMERICAL MULTI FUNCTION RELAYING SYSTEMS	E	B		F	N	05		285,050	217,278	217,278	67,772	11/8/2010	C		11/30/2011
4500196244	CONTROL ASSOCIATES INC 20 COMMERCE DR ALLENDALE, NJ 07401-1600 US	PROJECT DESUPERHEATER PERFORMANCE TUNING & OPTIMIZATION	E	S	8	N	N	01		21,866	21,866	21,866	0	11/12/2010	C		9/30/2011
4500196248	COMMUNITY ELECTRIC INC 124 GRANITE AVE STATEN ISLAND, NY 10303-2718 US	IT INFRASTRUCTURE PROJECT AT 500MW COMBINED CYCLE PLANT	C	B		N	N	03		148,151	148,151	148,151	0	11/12/2010	C		5/16/2011
4500196317	TCE SYSTEMS INC 4819 25TH AVE ASTORIA, NY 11103-1005 US	NIAGARA RIVER CONTROL MICROWARE RADIO COMMUNICATION	E	M	8	N	Y	01		35,482	35,482	35,482	0	11/15/2010	C		1/15/2011
4500196321	DRAKA CABLETEQ USA 1 TAMAQUA BLVD SCHUYLKILL HAVEN, PA 17972- 1133 US	ST.LAWRENCE- FURNISH & DELIVER THERMOSET CABLES	E	B		N	N	04		71,668	71,668	71,668	0	11/29/2010	C		5/23/2011
4500196348	BENFIELD CONTROL AND POWER 55 LAFAYETTE AVE WHITE PLAINS, NY 10603 US	ST.LAWRENCE-FDR POWER PROJECT - FURNISH & DELIVER CABLE	E	B		N	N	04		6,200	6,200	6,200	0	11/24/2010	C		5/23/2011

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4500196354	METROWEST ELECTRIC SALES INC 18 LYMAN ST.-SUITE A, BOX 1082 WESTBOROUGH, MA 01581-6082 US	ST.LAWRENCE-FDR POWER PROJECT - FURNISH & DELIVER CABLE	E	B		N	N	04		11,902	11,899	11,899	3	11/24/2010	C		5/23/2011
4500196357	ANIXTER BROS INC 4 MARWAY CIRCLE-STE 10 ROCHESTER, NY 14624 US	ST.LAWRENCE-FDR POWER PROJECT POWER CABLE	E	B		N	N	04		10,010	10,010	10,010	0	11/24/2010	C		5/23/2011
4500196542	IBM CORP 80 STATE ST ALBANY, NY 12207 US	IBM AIX SERVICES - OGS STATE CONTRACT CMS1052	S	B	7	N	N	01		7,440	1,353	1,353	6,088	11/22/2010	C		11/21/2011
4500196557	STELLMAR PLUMBING & MECHANICAL CORP 90-02 91ST AVENUE WOODHAVEN, NY 11421 US	STEAM BOILER REPLACEMENT AT STEWART AIRPORT IN NEW WINDSOR, NY FOR THE ENERGY SERVICES DEPT.	C	B	6	N	N	02		10,635	10,635	10,635	0	11/29/2010	C		2/28/2011
4500196573	IRIS POWER LP 3110 AMERICAN DR MISSISSAUGA, ON L4V 1T2 CA	OPC SERVICE LICENSE (B-G)	S	S	5	N	N	01		13,000	9,425	9,425	3,575	11/19/2010	C		11/18/2011
4500196579	IOTA ENGINEERING LLC 1361 E WIEDING RD TUCSON, AZ 85706-6028 US	IOTA EMERGENCY BALLASTS FOR HELP PROJECT AT 109 E 16TH ST, NYC	E	B	5	N	N	04		7,918	6,360	6,360	1,558	11/19/2010	C		5/27/2011

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4500196608	EX LIBRIS (USA) INC 5671 PAYSHERE CIRCLE CHICAGO, IL 60674 US	ANNUAL MAINTENANCE FOR VOYAGER/ORACLE LMS SOFTWARE	S	S		N	N	01		22,064	22,064	0	0	10/1/2010	C		9/30/2011
4500196664	EN POINTE TECHNOLOGIES SALES INC 18701 S FIGUEROA ST GARDENA, CA 90248-4506 US	EN POINTE MAINTENANCE FOR RSA SECURE ID - PT65192	S	B	7	F	N	01		8,542	8,542	8,542	0	1/1/2011	C		12/31/2011
4500196696	EN POINTE TECHNOLOGIES SALES INC 18701 S FIGUEROA ST GARDENA, CA 90248-4506 US	VMWARE SRM SOFTWARE AND SUPPORT - OGS PT65193	E	B	7	F	N	01		11,747	11,747	11,747	0	11/23/2010	C		11/30/2011
4500196697	KEMA INC 2 HYDE RD - PO BOX 281 CLARKLAKE, MI 49234-9652 US	LOAD RESEARCH FORECASTING	P	B		N	N	01		2,500,000	25,715	25,715	2,474,285	1/1/2011	O	12/31/2015	
4500196742	GLOBAL INDUSTRIES INC C/O BELL OFFICE FURNITURE 17 W STOW RD MARLTON, NJ 08053-3116 US	FURNITURE	E	B	7	N	N	01		45,044	45,044	45,044	0	11/24/2010	C		3/1/2011
4500196778	HAWORTH INC C/O BELL OFFICE FURNITURE 1 HAWORTH CTR HOLLAND, MI 49423-8820 US	OFFICE FURNITURE	E	B	7	N	N	01		73,836	73,836	73,836	0	11/29/2010	C		3/1/2011

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4500196780	DAUPHIN C/O BELL OFFICE FURNITURE 300 MYRTLE AVE BOONTON, NJ 07005-1837 US	FURNITURE	E	B	7	N	N	01		15,041	15,041	15,041	0	11/29/2010	C		3/1/2011
4500196781	DIETARY EQUIPMENT CO INC 2205 MAIN ST COLUMBIA, SC 29201-2173 US	OFFICE FURNITURE	E	B	7	N	N	01		15,421	15,382	15,382	39	11/29/2010	C		3/1/2011
4500196808	EXPEDITE VIDEO CONFERENCING SERVICES INC 325 DUFFY AVE HICKSVILLE, NY 11801-3644 US	HIGH DEFINITION VIDEOCONFERENCING EQUIPMENT	E	B		F	N	05		86,031	84,731	84,731	1,300	12/20/2010	C		1/1/2011
4500197003	PERRAS EXCAVATING INC 1909 ST HWY 420 MASSENA, NY 13662 US	ST.LAWRENCE-FDR POWER PROJECT - 765KV CURRENT/POTENTIAL TRANSFORMER FOUNDATION REINFORCEMENTS	C	B		N	N	02		463,433	463,232	463,232	201	12/15/2010	C		12/14/2011
4500197022	SPELLING AGENCY PERSONNEL SERVICES 7-11 S BROADWAY - STE 208 WHITE PLAINS, NY 10601-3546 US	TEMPORARY CLERICAL PERSONNEL	S	B	7	N	N	01		33,825	11,988	8,740	21,837	11/1/2010	C		3/31/2011
4500197046	IRONKEY INC 600 W CALIFORNIA AVE SUNNYVALE, CA 94086-2486 US	2010 IRONKEY ANNUAL MAINTENANCE	S	S		N	N	01		14,913	14,911	0	2	12/16/2010	C		12/15/2011

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4500197053	PACE GLOBAL ENERGY RISK MANAGEMENT 4401 FAIR LAKES CT - STE 400 FAIRFAX, VA 22033-3848 US	BENEFITS ANALYSIS FOR ENERGY COMMODITY RISK ANALYSIS SOFTWARE	P	B		F	N	06		24,290	24,290	24,290	0	12/7/2010	C		1/31/2011
4500197108	FALCONSTOR SOFTWARE INC 2 HUNTINGTON QUADRANGLE MELVILLE, NY 11747 US	HARDWARE IMPLEMENTATION CONSULTING SERVICES	P	S	5	N	N	01		11,000	10,000	10,000	1,000	12/6/2010	C		5/25/2011
4500197115	CDW G INC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061-4304 US	ANNUAL 2010-11 MAINTENANCE ARCSERVE LICENSES FOR ARCSERVE BACKUP R12	S	B	7	F	N	03		5,700	0	0	5,700	12/6/2010	C		1/1/2011
4500197196	STRUCTURAL PRESERVATION SYSTEMS INC 39 UTTER AVE HAWTHORNE, NJ 07506 US	WPO GARAGE CENTROPLEX REPAIRS PROJECT	C	B		N	N	05		157,435	135,822	135,822	21,613	12/7/2010	C		3/15/2011
4500197228	J E SHEEHAN CONTRACTING CORP 208 SISSONVILLE RD POTSDAM, NY 13676-3563 US	ST. LAWRENCE-FDR POWER PROJECT - SHORELINE STABILIZATION PROJECT	C	B		N	N	05		180,895	180,895	180,895	0	12/15/2010	C		12/14/2011
4500197233	GE ENERGY MANAGEMENT SERVICES INC 4147 N RAVENSWOOD AVE CHICAGO, IL 60613-2472 US	MULTIPLE GAS ANALYZERS FOR MARCY, MASSENA AND POLETTI PROJECTS	E	B		N	N	03		513,000	277,500	277,500	235,500	12/8/2010	O	12/7/2012	

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4500197267	HEWLETT PACKARD CO ATTN: EXPRESS SUPPORT QUOTES 8000 FOOTHILLS BLVD ROSEVILLE, CA 95747-5754 US	DATA CENTER ENVIRONMENTAL MONITORING SYSTEM	E	B		F	N	05		66,468	59,110	59,110	7,358	12/15/2010	C		3/25/2011
4500197315	IRONBRICK ASSOCIATES LLC 8405 GREENSBORO DR - STE 140 MCLEAN, VA 22102-5106 US	IMAC AND MACBOOK PRO PLUS ACCESSORIES.	E	C	6	F	N	03		8,916	8,916	8,916	0	12/9/2010	C		2/4/2011
4500197321	MERLINONE INC 17 WHITNEY RD QUINCY, MA 02169-4309 US	DIGITAL ASSET MANAGEMENT SOFTWARE SOLUTION	E	B		F	N	06		119,523	119,523	119,523	0	12/9/2010	O	12/31/2013	
4500197351	IKON OFFICE SOLUTIONS INC A RICOH COMPANY 701 WESTCHESTER AVE WHITE PLAINS, NY 10604-3002 US	5XJAVA CARDS FOR IMPLEMENTATION OF GLOBAL SCAN SOFTWARE	E	B	5	F	N	01		9,478	3,478	3,478	6,000	12/10/2010	C		10/10/2011
4500197358	HERMAN MILLER INC 855 E MAIN AVE ZEELAND, MI 49464-1372 US	FURNITURE	E	B	7	N	N	01		21,283	21,283	21,283	0	12/10/2010	C		3/1/2011
4500197387	POLYWELL COMPUTERS INC 1461 SAN MATEO AVE - STE 1 SOUTH SAN FRANCISCO, CA 94080-6553 US	TANGENT MINI PC'S	E	B	7	F	N	01		32,861	32,861	32,861	0	12/10/2010	C		1/11/2011

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4500197493	GOTHAM TECHNOLOGY GROUP 1 PARAGON DR - STE 200 MONTVALE, NJ 07645 US	SUPPORT EDGE SIGHT TASKS	P	B	7	N	N	01		13,538	13,538	13,538	0	1/1/2011	C		12/31/2011
4500197495	GOTHAM TECHNOLOGY GROUP 1 PARAGON DR - STE 200 MONTVALE, NJ 07645 US	IMPLEMENT EDGE SIGHT ACTIVE APPLICATION MONITORING TOOL	P	B	7	N	N	01		14,000	14,000	14,000	0	1/1/2011	C		9/30/2011
4500197497	HOHL INDUSTRIAL SERVICES INC 770 RIVERVIEW BLVD TONAWANDA, NY 14150-7880 US	DESIGN, FABRICATE AND DELIVER DRAFT TUBE TRASH RACKS AT BLENHEIM- GILBOA POWER PROJECT	E	B		N	Y	02		160,366	160,366	160,366	0	12/14/2010	C		5/19/2011
4500197499	GOTHAM TECHNOLOGY GROUP 1 PARAGON DR - STE 200 MONTVALE, NJ 07645 US	ANNUAL VARONIS SOFTWARE SUBSCRIPT. AND SUPPORT FOR DATADVANTAGE	S	B	7	F	N	01		43,784	43,784	43,784	0	12/31/2010	C		12/30/2011
4500197505	MULTI MEDIA COMMUNICATIONS INC 190 ADAMS AVE HAUPPAUGE, NY 11788 US	MOTOROLA HAND HELD COMPUTERS	E	B	7	F	N	01		6,291	6,291	6,291	0	12/14/2010	C		1/13/2011
4500197541	HARRISON I GETZ JR 129 SILVERMINE AVE NORWALK, CT 06850-2038 US	DESIGN AND PRODUCTION SERVICES	P	B		N	N	04		443,275	78,314	78,314	364,961	1/1/2011	O	12/31/2015	

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4500197546	ANGELA MCRAE 30 EHRBAR AVE - APT 610 MOUNT VERNON, NY 10552-3674 US	DESIGN AND PRODUCTION SERVICES	P	B		N	N	04		342,936	62,135	62,135	280,801	1/1/2011	O	1/31/2015	
4500197548	RUSSELL BROD 34 SALEM RD WHITE PLAINS, NY 10603 US	DESIGN & PRODUCTION SERVICES	P	B		N	N	04		420,318	53,090	53,090	367,228	1/1/2011	O	12/31/2015	
4500197577	HITACHI POWER SYSTEMS AMERICA LTD 645 MARTINSVILLE RD BASKING RIDGE, NJ 07920-4701 US	F/D WICKET GATES	E	B		F	N	03		2,401,404	310,202	310,202	2,091,202	12/15/2010	O	12/31/2012	
4500197585	WORK TECHNOLOGY CORP 255 ELM ST WEST SOMERVILLE, MA 02144-2956 US	2011 ANNUAL MAINTENANCE - QUICKPICK SOFTWARE	S	S	6	N	N	01		9,500	9,500	9,500	0	1/1/2011	C		12/31/2011
4500197590	MATHWORKS INC 3 APPLE HILL DR NATICK, MA 01760-2098 US	PROVIDE MATH LAB SOFTWARE	E	C	5	F	N	01	X	10,012	10,012	10,012	0	12/16/2010	C		2/15/2011
4500197612	DATA SUPPORT INC 95 NEW CLARKSTOWN RD - STE 1 NANUET, NY 10954-5210 US	MOTOROLA HANDHELDS - OGS STATE CONTRACT PT-57964	E	B	7	F	N	01		36,377	36,377	36,377	0	12/31/2010	C		1/4/2011

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4500197615	EILEEN BURTOFF 215 W 75TH ST - APT #11F NEW YORK, NY 10023-1713 US	DESIGN AND PRODUCTION SERVICES	S	B		N	N	04		410,515	50,765	50,765	359,750	1/1/2011	O	12/31/2015	
4500197644	HEWLETT PACKARD CO ATTN: EXPRESS SUPPORT QUOTES 8000 FOOTHILLS BLVD ROSEVILLE, CA 95747-5754 US	HP - EXCHANGE SERVERS - OGS STATE CONTRACT PT64150 & PT63224 BIG DEAL PRICING	E	B	7	F	N	02		117,999	117,999	117,999	0	1/18/2011	C		1/21/2011
4500197675	USI INC 98 FORT PATH RD MADISON, CT 06443 US	MRL42 40" LAMINATOR/MOUNTER	E	C	5	F	N	03		6,484	6,104	6,104	380	12/17/2010	C		1/11/2011
4500197698	GENERAL PHYSICS CORP 25 NORTHPOINTE PKWY - STE 100 AMHERST, NY 14228 US	SERVICE AGREEMENT TO SUPPORT ETAPRO SOFTWARE	S	S		F	N	01		208,250	116,100	116,100	92,150	1/1/2011	O	12/31/2015	
4500197699	EXPEDITE VIDEO CONFERENCING SERVICES INC 325 DUFFY AVE HICKSVILLE, NY 11801-3644 US	LIFESIZE EQUIPMENT - OGS STATE CONTRACT PT-64216	E	B	7	F	N	01		26,469	26,469	26,469	0	12/27/2010	C		2/8/2011
4500197721	SKM SYSTEMS ANALYSIS INC 225 SO SEPULVEDA BLVD MANHATTAN BEACH, CA 90266- 1376 US	"SKM POWER TOOLS" LICENSE.	E	C	6	F	N	03		7,346	7,346	7,346	0	12/20/2010	C		3/16/2011

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4500197739	OSI SOFTWARE INC 777 DAVID ST - SUITE 250 SAN LEANDRO, CA 94577 US	OSI SOFTWARE RELIANCE PROGRAM	S	S		F	N	01		235,358	66,820	66,820	168,538	1/1/2011	O	12/31/2015	
4500197752	EN POINTE TECHNOLOGIES SALES INC 18701 S FIGUEROA ST GARDENA, CA 90248-4506 US	MCAFFEE SAFE BOOT OMB ANNUAL MAINTENANCE. & SUPPORT	E	B	7	F	N	03		9,078	9,078	9,078	0	12/21/2010	C		2/22/2011
4500197756	APPLIED ENERGY GROUP INC 1377 MOTOR PKWY - STE 401 ISLANDIA, NY 11749-5258 US	PROVIDE CONSULTING SERVICES FOR THE AUTHORITY'S ENERGY EFFICIENT PROGRAMS	P	B		N	N	04		446,000	264,683	264,683	181,317	1/3/2011	O	12/31/2012	
4500197771	OHM'S ELECTRICAL CORP 6510 CENTRAL AVE GLENDALE, NY 11385-6244 US	ELECTRICAL LIGHTING INSTALLATION AT LEONARD COVELLO SENIOR CENTER	C	B		N	N	04		16,995	15,183	15,183	1,812	3/1/2011	C		12/1/2011
4500197790	EMA INC 1970 OAKCREST AVE SAINT PAUL, MN 55113 US	2011 MAXIMO EXTENDED SUPPORT SERVICES	S	B	7	F	N	01		50,000	11,385	11,385	38,615	1/1/2010	C		12/31/2011
4500197793	MILLENNIUM MAINTENANCE & ELECTRICAL CONTRACTORS INC 64 FREEMAN ST BROOKLYN, NY 11222-1328 US	LIGHTING INSTALLATION AT QUEENS BOROUGH HALL FOR THE HELP PROGRAM	C	B		N	Y	04		145,225	134,320	134,320	10,905	2/15/2011	O	2/14/2012	

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4500197804	SHI INTERNATIONAL CORP 5 W BANK ST COLD SPRING, NY 10516-2219 US	2011 MAINTENANCE FOR SOLAR WINDS PRODUCTS	E	B	7	F	Y	03		10,705	10,705	10,705	0	12/31/2010	C		12/31/2011
4500197856	VENTYX ENERGY LLC 3301 WINDY RIDGE PKWY SE - STE 200 ATLANTA, GA 30339-8537 US	GENERATION OPTIMIZATION SOFTWARE & IMPLEMENTATION - Q10-4863TB	E	B		F	N	02		726,010	651,926	651,926	74,084	1/1/2011	O	12/12/2012	
4500197879	SHI INTERNATIONAL CORP 33 KNIGHTSBRIDGE RD PISCATAWAY, NJ 08854-3925 US	UTM FIREWALL SYSTEM CONSULTING SERVICES 2011	P	B	7	F	Y	01		30,000	0	0	30,000	1/1/2011	C		12/31/2011
4500197880	APPLE COMPUTER INC STATE & LOCAL GOVERNMENT SALES 2420 RIDGEPOINT DR AUSTIN, TX 78754 US	APPLE EQUIPMENT - SERVERS AND ACCESSORIES	E	B	7	F	N	01		11,280	11,280	11,280	0	12/23/2010	C		1/13/2011
4500197882	ORACLE AMERICA INC 500 ORACLE PKWY REDWOOD CITY, CA 94065-1677 US	2011 PRIMAVERA MAINTENANCE	S	B	7	F	N	01		75,937	56,953	56,953	18,984	1/1/2011	C		12/31/2011
4500197965	EMERSON NETWORK POWER LIEBERT SERVICES INC 610 EXECUTIVE CAMPUS DR WESTERVILLE, OH 43082-8870 US	EMERGENCY REPAIR - DATA CENTER UPS SYSTEM -	E	S	5	F	N	01		13,845	13,485	13,485	360	12/29/2010	C		12/28/2011

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4500198012	SECUREWORKS INC 1 CONCOURSE PKWY NE - STE 500 ATLANTA, GA 30328-5346 US	NETWORK MONITORING SERVICES	S	B		F	N	02		1,287,596	472,152	472,152	815,444	12/31/2010	O	12/30/2015	
4500198015	SAP PUBLIC SERVICES INC RONALD REAGAN BLDG / ITC 1300 PENNSYLVANIA AVE NW - STE 500 WASHINGTON, DC 20004 US	SAP E-SOURCING AND CONTRACT MANAGERMENTS SOFTWARE SOLUTION	E	B	7	F	N	01		500,679	121,251	121,251	379,428	12/31/2010	O	12/30/2013	
4500198016	COMPUTER AIDED ENGINEERING ASSOCIATES INC 1579 STRAITS TPKE - STE 2B MIDDLEBURY, CT 06762-1835 US	ANNUAL MAINTENANCE - ANSYS SOFTWARE	S	S		N	N	01		15,960	15,960	15,960	0	1/1/2011	C		12/31/2011
4500198048	SUSIE SPECIALTIES INC 4367 HARLEM RD AMHERST, NY 14226-4400 US	PROMOTIONAL ITEMS	E	M	5	N	Y	01		5,988	5,818	5,818	170	12/30/2010	C		3/1/2011
4500198049	MRP LAWRENCE MARKETING INC 130 BEDFORD RD ARMONK, NY 10504-1818 US	PROMOTIONAL ITEMS	E	M	8	N	Y	01		34,499	32,499	32,499	2,000	12/30/2010	C		3/1/2011
4500198061	HELBERG ELECTRICAL SUPPLY LLC 200 W SUNRISE HWY FREEPORT, NY 11520-3365 US	CFL LIGHT BULBS	E	M	8	N	Y	01		38,750	33,750	33,750	5,000	12/30/2010	C		3/1/2011

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4500198065	STORAGE ENGINE INC 1 SHEILA DR - BLDG 64 TINTON FALLS, NJ 07724-2658 US	ANNUAL MAINTENANCE-FALCONSTOR VIRTUAL TAPE LIBRARY-STATE CON PT- 61460	S	B	7	N	N	01		22,040	22,040	22,040	0	1/1/2011	C		12/31/2011
4500198066	ACL SERVICES LTD 1550 ALBERNI ST VANCOUVER, BC V6G 1A5 CA	ANNUAL MAINTENANCE - ACL AUDIT SOFTWARE	S	C	6	N	N	02		6,789	6,789	6,789	0	1/1/2011	C		12/31/2011
4500198091	UNIVERSAL MULTILINK INC 18911 UNION TURNPIKE FLUSHING, NY 11366 US	ANNUAL PLOTTER MAINTENANCE - OGS STATE CONTRACT CMT056A	S	B	7	N	Y	01		9,784	9,784	9,784	0	1/1/2011	C		12/31/2011
4500198148	HEWLETT PACKARD CO 10810 FARNAN RD OMAHA, NE 68154 US	PROLIANT SERVER AND SUPPORT	E	C	6	F	N	03		8,367	7,924	7,924	443	1/4/2011	C		3/4/2011
4500198214	TRANSITCHEK EMPLOYER SERV 8255 N CENTRAL PARK AVE SKOKIE, IL 60076 US	TRANSIT CHECKS FOR EMPLOYEES	E	S	7	N	N	01		570,000	98,227	98,227	471,773	1/1/2011	O	12/31/2015	
4500198547	KNORR BRAKE CORP 861 BALTIMORE BLVD WESTMINSTER, MD 21157-7021 US	MTA - NYC TRANSIT OIL-LESS AIR COMPRESSORS	E	B		N	N	02		13,612,000	5,571,900	5,571,900	8,040,100	1/13/2011	O	12/31/2012	

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4500198556	IBM CORP 80 STATE ST ALBANY, NY 12207 US	2011 MAINTENANCE FOR IBM WEBSHERE PRODUCTS FOR BILLING/CCS	S	B	7	F	N	01		173,796	173,796	173,796	0	1/1/2011	C		12/31/2011
4500198596	EN POINTE TECHNOLOGIES SALES INC 18701 S FIGUEROA ST GARDENA, CA 90248-4506 US	2011 MAINTENANCE FOR VMWARE	S	B	7	F	N	01		38,407	38,407	38,407	0	1/1/2011	C		12/31/2011
4500198620	ATEC GROUP 1762 CENTRAL AVE ALBANY, NY 12205-4786 US	ANNUAL MAINTENANCE - CA ALL FUSION SOFTWARE	S	C	6	N	N	03		6,111	6,111	6,111	0	12/31/2010	C		12/30/2011
4500198628	GE ENERGY MANAGEMENT SERVICES INC 4147 N RAVENSWOOD AVE CHICAGO, IL 60613-2472 US	PORTABLE MULTI GAS ANALYZER FOR 500 MW	E	B		N	N	01		42,136	42,136	42,136	0	1/15/2011	O	1/14/2012	
4500198817	NIAGARA CONSERVATION CORP 45 HORSEHILL RD - STE 104 CEDAR KNOLLS, NJ 07927-2015 US	HOUSEHOLD ENERGY EFFICIENCY KITS	E	C		F	N	02		18,834	17,192	17,192	1,642	1/15/2011	C		4/30/2011
4500198839	A & T NETWORKS DBA FOR A & T MARKETING INC 9861 BROKEN LAND PKWY - STE 154 COLUMBIA, MD 21046-3027 US	PROMISE VTRAK EQUIPMENT	E	B	7	F	N	01		34,044	34,044	34,044	0	1/20/2011	C		3/22/2011

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4500198848	SCHULTZ FORD INC 80 ROUTE 304 NANUET, NY 10954 US	TRANSIT CONNECT ELECTRIC VEHICLE (PRE PRODUCTION) FOR USE IN NYPA FLEET	E	S	7	N	N	01		67,300	67,300	67,300	0	1/20/2011	O	1/30/2012	
4500198850	V&R ENERGY SYSTEMS RESEARCH INC 11824 DARLINGTON AVE STE 101 LOS ANGELES, CA 90049 US	ANNUAL SUPPORT AND MAINTENANCE FEE FOR 3 POM LICENSES	S	S		F	N	01		18,000	18,000	18,000	0	1/1/2011	C		12/31/2011
4500198959	GHA TECHNOLOGIES INC 176 BURBANK DR AMHERST, NY 14226-3936 US	IPADS PLUS CARRY CASES AND WARRANTY.	E	C		F	N	03		22,103	22,103	22,103	0	1/27/2011	C		2/23/2011
4500198986	ESVA INC 116 TAZEWELL AVE CAPE CHARLES, VA 23310-3128 US	ANNUAL MAINTENANCE - METALOGIX SHAREPOINT - GSA SCHEDULE GS-35F-0333W	S	B	7	N	N	01		7,128	7,128	7,128	0	1/1/2011	C		12/31/2011
4500199011	SAP PUBLIC SERVICES INC RONALD REAGAN BLDG / ITC 1300 PENNSYLVANIA AVE NW - STE 500 WASHINGTON, DC 20004 US	SAP SSM IMPLEMENTATION	P	B	7	F	N	01		63,268	33,511	33,511	29,757	1/25/2011	C		11/30/2011
4500199035	SICOLI & MASSARO INC 8525 PORTER RD NIAGARA FALLS, NY 14304-1693 US	ICE BOOM STORAGE PROJECT PHASE 1B SITE DEVELOPMENT VESSEL INLET AND SOUTH WHARF	C	B		N	N	04		1,782,575	1,735,414	1,735,414	47,161	1/26/2011	C		11/30/2011

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4500199049	KESTREL POWER ENGINEERING LLC 9126 N 2150 EAST RD FAIRBURY, IL 61739-9204 US	ENGINEERING SUPPORT SERVICES FOR THE VERIFICATION OF TEST RESULTS	A	S	5	N	N	01		11,875	0	0	11,875	1/26/2011	O	1/25/2012	
4500199059	BIRMINGHAM CONTROL SYSTEMS INC 1205 8TH ST W BIRMINGHAM, AL 35204-1909 US	500MW POWER PLANT - Y49 345KV CABLE SYSTEM 1 & 2B RELAY REPLACEMENTS	E	B		N	N	04		225,432	225,432	225,432	0	2/1/2011	O	1/31/2012	
4500199102	ANNESE & ASSOCIATES INC 75 RONALD REAGAN BLVD WARWICK, NY 10990-8138 US	ANNUAL SMART NET MAINTENANCE - OGS STATE CONTRACT PT-64525	S	B	7	N	Y	01		165,089	165,089	165,089	0	1/1/2011	C		12/31/2011
4500199111	DLT SOLUTIONS LLC 13861 SUNRISE VALLEY DR - STE 400 HERNDON, VA 20171-6126 US	AUTOCAD SOFTWARE - GSA SCHEDULE GS-35F-4543G	S	B	7	N	N	01		66,489	66,489	66,489	0	1/31/2011	O	1/30/2012	
4500199132	HAVERFIELD AVIATION INC 1750 EMMITSBURG RD GETTYSBURG, PA 17325 US	765KV TRANSMISSION LINE SPACER & DAMPER REPLACEMENTS	C	B		N	N	04		3,121,380	1,493,893	1,493,893	1,627,487	1/28/2011	O	12/31/2012	
4500199143	NIKON INC 1300 WALT WHITMAN RD MELVILLE, NY 11747-3064 US	CAMERA EQUIPMENT FOR NIAGARA POWER PROJECT	E	C	7	N	N	03		26,378	26,378	26,378	0	1/28/2011	C		5/23/2011

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4500199159	SAS INSTITUTE INC SAS CAMPUS DR CARY, NC 27513 US	2011 MAINTENANCE FOR SAS	S	C		F	N	03		23,400	23,400	23,400	0	1/1/2011	C		12/31/2011
4500199160	STERLING COMMERCE CVG 4600 LAKEHURST CT DUBLIN, OH 43017-0760 US	ANNUAL GENTRAN SUBSCRIPTION & USAGE	S	S	5	N	N	01		11,200	5,686	5,686	5,514	1/1/2011	C		12/31/2011
4500199161	HEWLETT PACKARD CO ATTN: EXPRESS SUPPORT QUOTES 8000 FOOTHILLS BLVD ROSEVILLE, CA 95747-5754 US	ANNUAL DATA CENTER HP & SUN MAINTENANCE - OGS STATE CONTRACT PT-63224	S	B	7	N	N	01		280,654	280,654	280,654	0	1/1/2011	C		12/31/2011
4500199199	QUALITY ASSOCIATES INC 8161 MAPLE LAWN BLVD - 2ND FL FULTON, MD 20759-2539 US	2011 MAINTENANCE FOR 6 X FUJITSU SCANNERS.	S	B	7	F	N	03		5,444	5,444	5,444	0	1/1/2011	C		3/3/2011
4500199209	CITRIX SYSTEMS INC 851 WEST CYPRESS CREEK RD FORT LAUDERDALE, FL 33309 US	ANNUAL CITRIX SOFTWARE MAINTENANCE - PT-61263	S	B	7	N	N	01		47,193	47,193	47,193	0	2/15/2011	O	4/30/2012	
4500199261	JEFFERSON IRON WORK'S INC 2441 WOLCOTT ST FERNDALE, MI 48220-1446 US	STAND AND DRIVE KEYS	E	B	8	N	N	01		160,500	160,500	160,500	0	2/3/2011	C		12/29/2011

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4500199312	OILES AMERICA CORP 4510 ENTERPRISE DR NW CONCORD, NC 28027-6437 US	GREASELESS BUSHINGS FOR NIAGARA	E	B			N	N	01	135,648	0	0	135,648	2/3/2011	O	2/2/2012		
4500199409	LEIGH ELECTRICAL INC 4235 KATONAH AVE BRONX, NY 10470-2211 US	LIGHTING UPGRADE AT NEW YORK CITY PARKS DEPARTMENT AT RANAQUA GARAGE.	C	B			N	N	05	47,055	45,865	45,865	1,190	2/15/2011	C		12/8/2011	
4500199451	OHM'S ELECTRICAL CORP 6510 CENTRAL AVE GLENDALE, NY 11385-6244 US	HIGH EFFICIENCY LIGHTING PROGRAM (HELP) TO OHM ELECTRICAL	E	B			N	N	05	72,436	72,253	72,253	183	2/8/2011	O	2/7/2012		
4500199476	SHI INTERNATIONAL CORP 5 W BANK ST COLD SPRING, NY 10516-2219 US	BLACKBERRY ANNUAL MAINTENANCE - OGS STATE CONTRACT PT-65193	S	C	6			N	Y	06	13,857	13,857	13,857	0	2/9/2011	O	2/8/2012	
4500199486	MICHELS POWER A DIVISION OF MICHELS CORP 1775E SHADY LN NEENAH, WI 54956 US	MARCY'S SOUTH LINES REHABILITATION PROJECT	C	B			N	N	03	423,555	223,748	223,748	199,807	2/8/2011	O	12/31/2012		
4500199595	ENERGY PARTS SOLUTIONS LLC 2031 PROENERGY BLVD SEDALIA, MO 65301-2470 US	HARLEM RIVER REPLACEMENT TRANSFORMER	E	C			N	N	03	1,893,116	1,842,639	1,842,639	50,477	2/8/2011	C		11/1/2011	

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4500199630	DANCO ELECTRICAL CONTRACTOR INC 4017 24TH ST LONG ISLAND CITY, NY 11101-3911 US	MTA/MNR GRAND CENTRAL TERMINAL GENERATOR UPGRADE PROJECT	C	B		N	Y	07		9,993,339	2,306,919	2,306,919	7,686,420	2/10/2011	O	6/30/2012	
4500199638	SIEMENS ENERGY INC POWER TECHNOLOGIES INT'L 400 STATE ST SCHENECTADY, NY 12305-2304 US	ANNUAL MAINTENANCE - PSS/E SOFTWARE	S	C	6	N	N	04		9,750	9,750	9,750	0	1/1/2011	C		12/31/2011
4500199644	IBM CORP MRO SOFTWARE INC 100 CROSBY DR BEDFORD, MA 01730 US	2011 MAXIMO SUBSCRIPTION AND SUPPORT	S	C		F	N	04		264,014	264,014	264,014	0	2/11/2011	C		12/31/2011
4500199657	ANNESE & ASSOCIATES INC 75 RONALD REAGAN BLVD WARWICK, NY 10990-8138 US	ANNUAL ADTRAN MAINTENANCE - OGS STATE CONTRACT PT-64525	S	B	7	N	Y	02		74,857	74,857	74,857	0	1/1/2011	C		12/31/2011
4500199665	SYMON COMMUNICATIONS INC 121 VICTOR HEIGHTS PKWY VICTOR, NY 14564 US	2011 MAINTENANCE OF SYMONCARE SCROLLING MONITORS	S	C		F	N	03		19,507	19,507	19,507	0	1/1/2011	C		12/31/2011
4500199697	LIVEDATA INC 1030 MASSACHUSETTS AVE CAMBRIDGE, MA 02138 US	2011 MAINTENANCE FOR LIVE DATA TIBCO ERM PORTAL	S	C		F	N	03		20,000	20,000	20,000	0	1/1/2011	C		12/31/2011

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4500199723	GRAPHIC MANAGEMENT PARTNERS LLC 47 PURDY AVE - STE 2 PORT CHESTER, NY 10573-5043 US	PRINTING OF 50TH ANNIVERSARY COMMEMORATIVE BOOKLET AT NIAGARA	S	B		N	N	03		7,700	7,472	7,472	228	2/14/2011	C		8/1/2011
4500199726	SECURE LOGIX CORP 13750 SAN PEDRO - STE 230 SAN ANTONIO, TX 78232 US	ANNUAL ETM CARE	S	C	6	N	N	03		6,321	6,321	6,321	0	1/1/2011	C		12/31/2011
4500199801	ANNESE & ASSOCIATES INC 75 RONALD REAGAN BLVD WARWICK, NY 10990-8138 US	NETWORK EQUIPMENT - CAT6500. OGS STATE CONTRACT PT-64525	E	B	7	F	Y	01		12,900	12,900	12,900	0	2/28/2011	C		3/1/2011
4500199885	CARASOFT TECHNOLOGY CORP 12369 SUNRISE VALLEY DR - STE D-2 RESTON, VA 20191 US	JBOSS APPLICATION/OPERATIONS NETWORK - GSA SCHEDULE GS-35F-131R	S	B	7	N	N	01		24,472	24,472	24,472	0	3/3/2011	O	3/2/2012	
4500199914	MILLENNIUM MAINTENANCE & ELECTRICAL CONTRACTORS INC 64 FREEMAN ST BROOKLYN, NY 11222-1328 US	PERFORM ELECTRICAL INSTALLATION WORK AT DSNY EXCELSIOR BLDG FOR HIGH EFFICIENCY LIGHTING PROGRAM	C	B		N	Y	03		54,475	54,275	54,275	200	2/22/2011	O	1/31/2012	
4500199930	BIRMINGHAM CONTROL SYSTEMS INC 1205 8TH ST W BIRMINGHAM, AL 35204-1909 US	GSU & FEEDER PROTECTION RELAYS NIAGARA POWER PROJECT LEWISTON PUMP GENERATING PLANT	E	B		F	N	03		291,988	291,988	291,988	0	2/18/2011	C		9/30/2011

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4500199935	HAGERMAN & COMPANY INC 505 SUNSET CT - PO BOX 139 MT ZION, IL 62549-1522 US	2011 ANNUAL MAINTENANCE FOR BLUECIELO MERIDIAN SOFTWARE	S	C	8	F	N	03		86,675	84,934	84,934	1,741	2/1/2011	O	1/31/2012	
4500199970	DLT SOLUTIONS LLC 13861 SUNRISE VALLEY DR - STE 400 HERNDON, VA 20171-6126 US	QUEST CONSULTING SERVICES - GS-35F- 4543G	P	B	7	N	N	01		31,073	24,795	24,795	6,278	2/22/2011	O	1/21/2012	
4500200053	ATEC GROUP 1762 CENTRAL AVE ALBANY, NY 12205-4786 US	HP PROLIANT WS460C G6 BLADE WORKSTATIONS	E	B	7	F	N	03		27,306	27,161	27,161	145	2/23/2011	C		4/20/2011
4500200071	SHI INTERNATIONAL CORP 5 W BANK ST COLD SPRING, NY 10516-2219 US	SOPHOS SUPPORT / MAINTENANCE - OGS STATE CONTRACT PT-65193	S	B	7	N	Y	01		84,300	84,300	84,300	0	3/30/2011	O	3/29/2014	
4500200286	PHALANX 212 WILLOW DR LITTLE SILVER, NJ 07739-1538 US	MAINTENANCE - DB REPORTING SOFTWARE	S	S		N	N	01		45,000	0	0	45,000	1/1/2011	C		12/31/2011
4500200334	ATEC GROUP 1762 CENTRAL AVE ALBANY, NY 12205-4786 US	NETAPP ISCSI/NF 2040 STORAGE SYSTEMS	E	B	7	F	N	01		102,396	102,396	102,396	0	3/2/2011	C		4/1/2011

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4500200352	ORACLE AMERICA INC 1001 SUNSET BLVD ROCKLIN, CA 95765-3702 US	ORACLE ANNUAL SOFTWARE MAINTENANCE - OGS STATE CONTRACT PT-64000	S	B	7	N	N	01		180,563	45,141	45,141	135,422	5/30/2011	O	5/29/2012	
4500200393	SAP PUBLIC SERVICES INC RONALD REAGAN BLDG / ITC 1300 PENNSYLVANIA AVE NW - STE 500 WASHINGTON, DC 20004 US	ANNUAL SAP MAINTENANCE - GSA SCHEDULE GS-35F-406V	S	B	7	N	N	01		597,444	597,444	597,444	0	1/1/2011	C		12/31/2011
4500200394	GOTHAM TECHNOLOGY GROUP 1 PARAGON DR - STE 200 MONTVALE, NJ 07645 US	BLUECOAT SOFTWARE & MAINTENANCE	E	C	6	F	N	04		6,046	6,046	6,046	0	3/12/2011	C		4/12/2011
4500200400	WELSBACH ELECTRIC CORP 111-01 14TH AVE COLLEGE POINT, NY 11356-0252 US	ST.LAWRENCE-FDR POWER PROJECT-F/D/I 4 230KV CIRCUIT BREAKERS PHASE IV PROJECT	C	B		N	N	04		879,107	660,821	660,821	218,286	3/4/2011	O	3/3/2012	
4500200434	WONDERWARE BUSINESS UNIT OF INVENSYS 10111 RICHMOND AVE - STE 650 HOUSTON, TX 77042-4217 US	2011 SUPPORT AND CONSULTING FOR INTELATRAC	S	S		F	N	01		140,700	132,554	132,554	8,146	1/1/2011	C		12/31/2011
4500200449	XEROX CORP 8 SOUTHWOODS BLVD ALBANY, NY 12211-2554 US	ANNUAL MAINTENANCE OF XEROX SYNERGIX 8850 SYSTEM	S	B	7	F	N	01		12,000	2,826	2,826	9,174	4/1/2011	O	3/31/2012	

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4500200527	SOFTMART GOVERNMENT SERVICES INC 450 ACORN LANE DOWNINGTOWN, PA 19335 US	2011 ARCSERVE MAINTENANCE	S	C	5	F	N	02		7,742	7,742	7,742	0	10/31/2010	O	3/30/2012	
4500200631	GRAMERCY GROUP INC 123 FROST ST - STE A202 WESTBURY, NY 11590 US	DEMOLITION OF THE DEMINERALIZED WATER PLANT	C	S	8	N	N	01		155,394	155,362	155,362	32	2/16/2011	C		10/1/2011
4500200646	ANNESE & ASSOCIATES INC 75 RONALD REAGAN BLVD WARWICK, NY 10990-8138 US	CISCO NETWORK EQUIPMENT - OGS STATE CONTRACT PT64525	E	B	7	F	Y	05		24,351	24,351	24,351	0	3/21/2011	C		4/6/2011
4500200654	LEIGH ELECTRICAL INC 4235 KATONAH AVE BRONX, NY 10470-2211 US	LIGHTING AND OCCUPANCY SENSOR AT LIVONIA MAINTENANCE SHOP	C	B		N	N	07		115,535	112,535	112,535	3,000	4/4/2011	C		12/1/2011
4500200785	ASSETWORKS INC 4275 EXECUTIVE SQ - STE 300 LA JOLLA, CA 92037-8408 US	ANNUAL MTCE - FA SUITE - OGS STATE CONTRACT PT-60412	S	B	7	N	N	01		24,731	24,731	24,731	0	4/1/2011	O	3/31/2012	
4500200884	ATEC GROUP 1762 CENTRAL AVE ALBANY, NY 12205-4786 US	HP MINI TOWERS	E	B	7	F	N	01		8,620	8,620	8,620	0	3/17/2011	C		4/20/2011

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4500200960	DYNTEK SERVICES INC 4440 VON KARMAN AVE - STE 200 NEWPORT BEACH, CA 92660-2011 US	HITACHI SAN HARDWARE, SOFTWARE AND SERVICES.	E	B		F	N	03		1,846,616	1,783,616	1,783,616	63,000	3/21/2011	O	3/31/2016	
4500201010	PKA TECHNOLOGIES INC 1 EXECUTIVE BLVD - STE 203 SUFFERN, NY 10901-4156 US	HP SAN EQUIPMENT - OGS STATE CONTRACT PT-63224	E	B	7	N	Y	04		59,776	59,776	59,776	0	4/4/2011	C		4/7/2011
4500201083	SENSOR SWITCH INSTALLATIONS LLC 3 ESSEX SQ ESSEX, CT 06426-1113 US	ARRA PROJECT OCCUPANCY SENSOR EQUIPMENT FOR ROCKLAND COUNTY HEALTH CENTER	E	B		N	N	03		22,816	22,816	22,816	0	3/30/2011	C		10/21/2011
4500201086	FANSHAWE INC DBA ROCKLAND ELECTRIC 143 MAIN ST - 1ST FL NANUET, NY 10954-2800 US	ARRA PROJECT - ROCKLAND COUNTY HEALTH CENTER INSTALL LIGHTING & OCCUPANCY SENSORS	C	B		N	N	02		230,800	227,921	227,921	2,879	3/30/2011	C		10/31/2011
4500201191	PRESENTATION PRODUCTS INC 632 W 28TH ST - 7TH FL NEW YORK, NY 10001-1117 US	VIDEOCONFERENCING SYSTEM & CONFIGURATION - OGS STATE CONTRACT GROUP NUMBER 38806 - AWARD NUMBER - 21273-E	E	B	7	N	N	01		40,908	40,908	40,908	0	4/1/2011	C		7/28/2011
4500201193	COMPUTER ASSOC INT'L INC ONE COMPUTER ASSOC PLAZA ISLANDIA, NY 11749 US	ANNUAL MAINTENANCE - CA PRODUCTS - OGS STATE CONTRACT PT-64273	S	B	7	N	N	01		40,766	40,766	40,766	0	3/15/2011	O	3/14/2012	

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4500201284	LEAD DATA TECHNOLOGIES INC 55 OLD TURNPIKE RD STE 604 NANUET, NY 10954 US	ANNUAL MAINTENANCE - NITROGUARD INTRUSION PREVENTION OGS STATE CONTRACT CMT505A	S	B	7	N	N	01		61,727	61,727	61,727	0	4/1/2011	O	3/31/2012	
4500201310	EXPEDITE VIDEO CONFERENCING SERVICES INC 325 DUFFY AVE HICKSVILLE, NY 11801-3644 US	VIDEOCONFERENCING EQUIPMENT - OGS STATE CONTRACT PT-64261	E	B	7	F	N	01		43,474	43,474	43,474	0	4/22/2011	C		6/7/2011
4500201337	ENSIGN ENGINEERING PC 1111 CALHOUN AVE BRONX, NY 10465-1800 US	ENGINEERING SERVICES FOR THE WPO	A	B		N	Y	13		60,000	46,823	46,823	13,177	4/4/2011	O	3/31/2012	
4500201397	WESCO DISTRIBUTION INC 60 HOFFMAN AVE HAUPPAUGE, NY 11788-4718 US	ARRA FUNDED PROJECT - FURNISH & DELIVER LIGHTING FIXTURE EQUIP. AT ROCKLAND COUNTY HEALTH CENTER	E	B		N	N	01		130,693	130,693	130,693	0	3/31/2011	O	1/31/2012	
4500201467	PROCUREMENT SERVICES CONSULTING INC 1090 KING GEORGES POST RD - STE 708 EDISON, NJ 08837-3722 US	ON CALL ENGINEERING AND METALLURGISTS SERVICES	P	B		N	N	09		216,667	30,347	30,347	186,320	4/1/2011	O	3/31/2016	
4500201469	E J ELECTRIC INSTALLATION CO 46-41 VERNON BLVD LONG ISLAND CITY, NY 11101 US	INSTALLATION OF REPLACEMENT TRANSFORMER AT HARLEM RIVER SCPP	C	B		N	N	04		556,695	546,956	546,956	9,739	4/1/2011	C		11/1/2011

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4500201470	BUREAU VERITAS NORTH AMERICA INC 2211 BUTTERFIELD RD - STE 100 DOWNERS GROVE, IL 60515-1493 US	ON CALL ENGINEERS AND METALLURGISTS SERVICES	A	B		N	N	09		666,667	0	0	666,667	4/1/2011	O	3/31/2016	
4500201472	ASR INTERNATIONAL CORP 580 OLD WILLETS PATH HAUPPAUGE, NY 11788-4106 US	ON CALL ENGINEERING SERVICES	A	B		N	Y	09		666,667	1,933	1,933	664,734	4/1/2011	O	3/31/2016	
4500201491	SHI INTERNATIONAL CORP 5 W BANK ST COLD SPRING, NY 10516-2219 US	ANNUAL QUALYS SCANNER APPLIANCE MAINTENANCE	S	B	7	N	Y	04		8,681	8,681	8,681	0	4/25/2011	O	4/24/2012	
4500201492	CORPORATE COMPUTER SOLUTIONS INC 55 HALSTEAD AVE HARRISON, NY 10528 US	NETWORK EQUIPMENT - OGS STATE CONTRACT - PT64525	E	B	7	F	Y	04		49,443	49,443	49,443	0	4/18/2011	C		4/28/2011
4500201547	NIAGARA UNIVERSITY DIV OF LIFELONG LEARNING NIAGARA UNIVERSITY, NY 14109-2029 US	REIMBURSE NIAGARA UNIVERSITY FOR TREES	E	S	4	N	N	01		22,150	22,150	22,150	0	4/4/2011	C		12/31/2011
4500201551	PMA MANAGEMENT CORP 380 SENTRY PKWY - STE 200 BLUE BELL, PA 19422-2328 US	WPO THIRD PARTY CLAIMS ADMIN. SERVICES	P	B		N	N	11		780,000	80,000	80,000	700,000	10/1/2010	O	12/31/2015	

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4500201576	TURBOPROP EAST INC 836 STATE RD NORTH ADAMS, MA 01247-3027 US	AIRCRAFT MAINTENANCE FOR NYPA PLANE	S	B		N	N	02		2,544,755	80,663	80,663	2,464,092	4/1/2011	O	3/31/2016	
4500201577	REINHARD-MADISON APPROACH STAFFING DBA MADISON APPROACH STAFFING INC 7-11 S BROADWAY - STE 206 WHITE PLAINS, NY 10601-3520 US	TEMPORARY PERSONNEL SERVICES	S	B	7	N	Y	01		37,600	26,038	26,038	11,562	4/6/2011	C		12/31/2011
4500201644	CANDELA SYSTEMS CORP 148 RTE 202 SOMERS, NY 10589 US	ARRA PROJECT - DSNY SITE 1 & II INSTALL LIGHTING AND SENSORS	C	B		N	Y	04		130,511	119,667	119,667	10,844	4/6/2011	C		9/30/2011
4500201655	NATIONAL URBAN FELLOWS INC 102 W 38TH ST - STE 700 NEW YORK, NY 10018-3675 US	MENTORSHIP PROGRAM	S	S	9	N	N	01		65,000	65,000	65,000	0	4/6/2011	C		4/7/2011
4500201727	ENVIRONETICS GROUP ARCHITECT PC 180 SYLVAN AVE ENGLEWOOD CLIFFS, NJ 07632- 2512 US	ARCHITECTURAL SERVICES	A	B		N	N	09		225,000	15,212	15,212	209,788	4/1/2011	O	3/31/2016	
4500201729	JOHNSON CONTROLS INC 130 JOHN MUIR DR - STE 100 AMHERST, NY 14228-1139 US	SECURITY CARD ACCESS EXIT READERS	E	B		N	N	04		713,840	224,418	224,418	489,422	4/11/2011	O	4/10/2012	

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4500201757	SYLVANIA LIGHTING SERVICES CORP 100 ENDICOTT ST DANVERS, MA 01923-3781 US	WARRANTY WORK SERVICES	E	B		N	N	04		100,000	507	507	99,493	4/30/2011	O	4/29/2012	
4500201769	DAY AUTOMATION SYSTEMS INC 7931 RAE BLVD VICTOR, NY 14564-8931 US	FURNISH, DELIVER AND INSTALL SECURITY CARD ACCESS EXIT READERS	C	B	9	N	Y	03		98,905	79,563	79,563	19,342	4/15/2011	O	4/12/2012	
4500201825	ULTRA ELECTRONICS OCEAN SYSTEMS 115 BAY STATE DR BRAintree, MA 02184-5203 US	VISCHER FERRY PROJECT - OEM FISH DETERRENT SYSTEMS	E	B		N	N	01		134,253	104,627	104,627	29,626	5/1/2011	O	4/30/2012	
4500201858	SECURITY ENGINEERED MACHINERY CO INC 5 WALKUP DR - PO BOX 1045 WESTBOROUGH, MA 01581-1054 US	HARD DRIVE CRUSHER - GSA SCHEDULE GS-02F-0111P	E	B	7	F	N	04		5,210	5,210	5,210	0	4/13/2011	C		4/14/2011
4500201885	BAVIER DESIGN LLC 46 SOUTHFIELD AVE - STE 350 STAMFORD, CT 06902-7225 US	ARCHITECTURAL SERVICES FOR WPO	A	B		N	N	09		150,000	40,515	40,515	109,485	4/1/2011	O	3/31/2016	
4500201990	CORMETECH INC ENVIRONMENTAL TECHNOLOGIES 5000 INTERNATIONAL DR DURHAM, NC 27712-8911 US	REPACK SCR CATALYST FOR KENT TERMINAL	E	S	1	F	N	01		150,000	130,270	130,270	19,730	4/14/2011	C		6/19/2011

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4500202020	HENRY BROS ELECTRONICS INC 17-01 POLLITT DR FAIR LAWN, NJ 07410 US	REPAIR OF VEHICLE BARRIER SYSTEM	C	C		F	N	02		20,000	17,639	17,639	2,361	4/15/2011	C		6/20/2011
4500202024	THOMSON FINANCIAL LLC 195 BROADWAY - 9TH FL NEW YORK, NY 10007 US	ANNUAL PORTIA MAINTENANCE	S	S		N	N	01		32,917	32,917	32,917	0	1/1/2011	C		12/31/2011
4500202037	BESTWEB CORP 25 S RIVERSIDE AVE CROTON ON HUDSON, NY 10520 US	POINT TO POINT ETHERNET LINE CIRCUIT- OGS STATE CONTRACT PS63069	S	B	7	N	N	01		63,624	63,624	63,624	0	2/20/2011	O	2/19/2012	
4500202041	AVIAT US INC 637 DAVIS DR MORRISVILLE, NC 27560-6835 US	MICROWAVE SYSTEM UPGRADE	C	B		F	N	03		3,444,197	0	0	3,444,197	4/18/2011	O	3/17/2012	
4500202062	SHI INTERNATIONAL CORP 5 W BANK ST COLD SPRING, NY 10516-2219 US	CHECKPOINT SMART REPORTER AND SMART EVENT SOFTWARE	E	C	6	F	Y	04		5,082	5,082	5,082	0	4/25/2011	C		7/26/2011
4500202078	ANNESE & ASSOCIATES INC 75 RONALD REAGAN BLVD WARWICK, NY 10990-8138 US	CISCO SWITCHING EQUIPMENT - OGS STATE CONTRACT PT-64525	E	B	7	F	Y	01		96,642	96,642	96,642	0	4/25/2011	C		4/26/2011

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4500202124	LEONARD POWERS INC 519 W 27TH ST NEW YORK, NY 10001-5505 US	F/D/I THERMAL HOT WATER HEATER	C	B			N	N	03	143,250	0	0	143,250	4/25/2011	O	4/30/2012	
4500202146	MJR ELECTRICAL CONSTRUCTION CORP 31 BAY ST BROOKLYN, NY 11231-1917 US	HELP PROJECT AT NEW YORK CITY TRANSIT DEPT 207TH MAINTENANCE YARD	C	B			N	Y	06	162,571	73,691	73,691	88,880	4/20/2011	O	4/19/2012	
4500202248	ANNESE & ASSOCIATES INC 75 RONALD REAGAN BLVD WARWICK, NY 10990-8138 US	NIAGARA WIRELESS SITE SURVEY	P	B	7		N	Y	01	8,476	7,276	7,276	1,200	4/25/2011	C		5/24/2011
4500202270	OFFICE OF THE NY STATE COMPTROLLER DEPT OF AUDIT AND CONTROL (OSC) WASHINGTON & SWAN ST ALBANY, NY 12236 US	REIMBURSEMENT OF AUDIT COST/EXPENSES - 2011	S	B	7		N	N	01	300,000	136,736	136,736	163,264	4/21/2011	O	1/30/2012	
4500202295	EDBAUER CONSTRUCTION 2790 CLINTON ST WEST SENECA, NY 14224 US	PHASE IV PARK DEVELOPMENT AND STREETSCAPE IMPROVEMENTS AT THE ICE BOOM STORAGE SITE	C	B			N	N	04	2,301,386	1,225,838	1,225,838	1,075,548	4/25/2011	O	3/31/2012	
4500202299	PRESIDIO NETWORKED SOLUTIONS INC 10 6TH RD WOBURN, MA 01801-1735 US	CISCO VOIP PHONE SVC- NIA WAREHOUSE & POL - OGS STATE PT- 64525	E	B	7		F	N	04	136,531	136,531	136,531	0	5/9/2011	C		12/31/2011

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4500202347	ARTICULATE GLOBAL INC 5 COLONY CT - STE 1000 EAST HAMPTON, NY 11937-5127 US	ARTICULATE RAPID E-LEARNING STUDIO 09 SOFTWARE	E	C	5	F	N	04		7,130	7,130	7,130	0	4/27/2011	C		4/27/2011
4500202472	ATEC GROUP 1762 CENTRAL AVE ALBANY, NY 12205-4786 US	HP COMPAQ MINI TOWER PC'S	E	B	7	F	N	01		6,870	6,870	6,870	0	4/28/2011	C		8/10/2011
4500202473	IMMIXTECHNOLOGY INC 8444 WESTPARK DR - STE 200 MCLEAN, VA 22102-5112 US	SECURITY SOFTWARE/MAINTENANCE/TRAINING - GSA SCHEDULE GS-35F-0265X	E	B	7	F	N	01		94,942	85,675	85,675	9,267	5/9/2011	C		5/26/2011
4500202658	ASCOM SPA VIA DELLA FORNACE 16 FORMIGINE, MO 41043 IT	PHASE III SUPPLY VESSEL LIFT FOR THE ICE BOOM SITE	E	B		F	N	02		1,030,043	309,013	309,013	721,030	5/4/2011	O	3/31/2012	
4500202659	CONTROLSOFT INC 5387 AVION PARK DR HIGHLAND HEIGHTS, OH 44143- 1916 US	CONTROL SOFT TO F/D/I IN TUNE SOFTWARE AND PROVIDE TRAINING FOR THE AUTHORITY'S 500MW COMBINED CYCLE PLANT.	P	S	9	N	N	01		28,300	20,014	20,014	8,286	5/3/2011	C		11/16/2011
4500202708	WESTCON GROUP NORTH AMERICA INC 14850 CONFERENCE CENTER DR CHANTILLY, VA 20151-3844 US	ANNUAL BLUE COAT MAINTENANCE - GSA SCHEDULE GS-35F-056U	S	B	7	N	N	01		19,052	19,052	19,052	0	4/30/2011	O	5/31/2012	

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4500202770	VAISALA-GAI INC 2705 E MEDINA RD TUCSON, AZ 85756-7147 US	ANNUAL SUPPORT & SUBSCRIPTION - WEATHER FORECAST-GS-25F-6029D	S	B	7	N	N	01		20,333	20,333	20,333	0	1/1/2011	C		12/31/2011
4500202782	CARASOFT TECHNOLOGY CORP 12369 SUNRISE VALLEY DR - STE D-2 RESTON, VA 20191 US	CONSULTING Q1 LABS QRADAR SOFTWARE - GSA SCHEDULE GS-35F-013R	P	B	7	N	N	02		9,439	6,853	6,853	2,586	5/9/2011	O	5/8/2012	
4500202961	IRON MOUNTAIN INFORMATION MANAGEMENT INC 745 ATLANTIC AVE BOSTON, MA 02111-2735 US	ANNUAL STORAGE TAPE SERVICE - GSA SCHEDULE GS-10F-0022X	S	B	7	N	N	01		6,000	2,158	2,158	3,842	5/1/2011	O	4/30/2012	
4500203054	NOVARTIS VACCINES & DIAGNOSTICS INC 350 MASSACHUSETTS AVE - 2ND FL CAMBRIDGE, MA 02139-4182 US	FLU VACCINES	E	B	7	N	N	01		7,490	0	0	7,490	5/16/2011	C		11/15/2011
4500203078	DEVELOPMENT DIMENSIONS INT'L INC DDI INC 1225 WASHINGTON PIKE BRIDGEVILLE, PA 15017-2838 US	PROFESSIONAL ASSESSMENTS	P	S		F	N	01		175,000	25,200	25,200	149,800	4/11/2011	O	3/31/2016	
4500203079	EN POINTE TECHNOLOGIES SALES INC 18701 S FIGUEROA ST GARDENA, CA 90248-4506 US	VIRTUAL TAPE LIBRARY (VTL) SOFTWARE - PT65192	E	B	7	F	N	02		11,553	11,553	11,553	0	5/23/2011	O	5/22/2012	

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4500203269	CITRIX ONLINE 5385 HOLLISTER AVE SANTA BARBARA, CA 93111 US	ANNUAL MAINTENANCE-CITRIX GOTOMYPC & GOTOASSIST-STATE CONTRACT PT61263	S	B	7	N	N	01		5,454	5,454	5,454	0	1/9/2011	O	1/8/2012	
4500203275	CRESCENT CONTRACTING CORP 2800 WEBSTER AVE BRONX, NY 10458-3011 US	DI WATER INFRASTRUCTURE	C	B		N	N	03		221,900	164,125	164,125	57,775	5/24/2011	O	5/23/2012	
4500203281	TELCOM SYSTEMS & SERVICES 6556 XMAS TREE DR OREFIELD, PA 18069-3034 US	ANNUAL PBX TELEPHONE MAINTENANCE	S	C		N	N	05		153,295	153,295	153,295	0	5/1/2011	O	4/30/2012	
4500203350	MUTUALINK INC 1269 SOUTH BROAD ST WALLINGFORD, CT 06492-1737 US	COMMUNICATION EQUIPMENT- OGS STATE CONTRACT PT-64775	E	B	7	F	N	01		48,843	43,828	43,828	5,015	6/5/2011	O	6/4/2012	
4500203443	T MORIARTY & SON INC 63 CREAMER ST BROOKLYN, NY 11231 US	INSTALLATION OF THE ELECTRIC FIRE PUMP HOUSE AT 500MW	C	B		N	N	05		807,000	472,723	472,723	334,277	5/26/2011	O	5/25/2012	
4500203464	OPEN TEXT CORP 185 COLUMBIA ST WEST WATERLOO, ON N2L 5Z5 CA	ANNUAL MAINTENANCE - LIVELINK & OPEN TEXT SW - GS-35F-0480J	S	B	7	N	N	01		81,219	81,219	81,219	0	7/1/2011	O	6/30/2012	

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4500203476	BROSNAN RISK CONSULTANTS LTD 295 MADISON AVE - FL 47 NEW YORK, NY 10017-6334 US	SECURITY PERSONNEL SERVICES	S	B		N	N	19		11,458,236	1,928,965	1,928,965	9,529,271	6/1/2011	O	6/30/2016	
4500203496	BPS RESOLVER INC 703 EVANS AVE - STE 107 TORONTO, ON M9C 5E9 CA	GOVERNANCE RISK COMPLIANCE SOFTWARE	E	B		F	N	10		44,469	44,469	44,469	0	1/1/2011	C		12/31/2011
4500203502	MSR ELECTRICAL CONSTRUCTION CORP 31 BAY ST BROOKLYN, NY 11231-1917 US	HIGH EFFICIENCY LIGHTING PROGRAM FOR BROOKLYN BOTANICAL GARDENS	C	B		N	Y	05		38,160	0	0	38,160	5/31/2011	O	5/30/2012	
4500203505	PRESIDIO NETWORKED SOLUTIONS INC 10 6TH RD WOBURN, MA 01801-1735 US	LABOR - CISCO UNIFIED COMM & COLLABORATION SYSTEM - PS59010	P	B	7	N	N	01		34,550	22,112	22,112	12,438	6/5/2011	O	6/4/2012	
4500203581	KELLY WINDOW SYSTEMS 460 SMITH ST FARMINGDALE, NY 11735 US	INSTALLATION OF WINDOWS FOR JAMAICA MAINTENANCE YARD ELECTRIC SHOP, BLDG. #5	C	B		N	N	02		19,498	19,498	19,498	0	7/5/2011	O	7/4/2012	
4500203611	KELLY WINDOW SYSTEMS 460 SMITH ST FARMINGDALE, NY 11735 US	WINDOW INSTALLATION FOR PITKIN MAINTENANCE YARD ELECTRICAL SHOP	C	B		N	N	02		52,395	52,395	52,395	0	7/5/2011	O	7/4/2012	

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4500203612	GHA TECHNOLOGIES INC 176 BURBANK DR AMHERST, NY 14226-3936 US	APPLE IPADS PLUS 2 YEAR EXTENDED SERVICE	E	C	5	F	N	03		12,845	12,610	12,610	235	6/1/2011	C		8/5/2011
4500203675	GREENLITE LIGHTING CORP USA 10 CORPORATE PARK - STE 100 IRVINE, CA 92606-5197 US	CFL LIGHT BULBS	E	S	8	F	N	01		18,325	18,325	18,325	0	6/2/2011	C		8/1/2011
4500203708	CS BUSINESS SYSTEMS INC 1236 MAIN ST BUFFALO, NY 14209-0069 US	CISCO NETWORK EQUIPMENT - OGS STATE CONTRACT PT64525	E	B	7	F	Y	06		34,292	34,292	34,292	0	6/20/2011	C		7/1/2011
4500203772	CARRIER CORP 301 FIELDS LANE BREWSTER, NY 10509 US	INSTALLATION OF A HVAC SYSTEM AT THE JAMAICA MAINTENANCE YARD ELECTRICAL SHOP	C	B		N	N	02		177,792	0	0	177,792	7/5/2011	O	7/4/2012	
4500203778	OHM'S ELECTRICAL CORP 6510 CENTRAL AVE GLENDALE, NY 11385-6244 US	ELECTRICAL LIGHTING INSTALLATION SERVICES AT 1 CENTER STREET (DCAS)	C	B		N	N	05		753,366	0	0	753,366	7/15/2011	O	7/14/2012	
4500203958	CDW G INC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061-4304 US	RSA TOKENS - OGS STATE CONTRACT - PT60953	E	B	7	F	N	02		15,959	15,959	15,959	0	6/27/2011	O	12/31/2015	

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4500203993	TCE SYSTEMS INC 4819 25TH AVE ASTORIA, NY 11103-1005 US	SUPPLEMENTARY ENGINEERING SERVICES FOR MICROWAVE PROJECTS	S	M	8	N	Y	01		106,050	25,225	25,225	80,825	6/10/2011	C		12/31/2011
4500204029	RDS INDUSTRIES INC 4301 162ND ST FLUSHING, NY 11358-3107 US	ELECTRICAL LIGHTING INSTALLATION AT PORT AUTHORITY NEW YORK/NEW JERSEY FACILITIES JFK BLDG. #14	C	B		N	N	04		687,474	196,679	196,679	490,795	6/16/2011	O	6/15/2012	
4500204035	ATEC GROUP 1762 CENTRAL AVE ALBANY, NY 12205-4786 US	19" HP FLAT PANEL MONITORS	E	B	7	F	N	01		8,400	8,400	8,400	0	6/13/2011	C		6/30/2011
4500204041	BVR CONSTRUCTION CO INC 244 LAKE AVE ROCHESTER, NY 14608-1208 US	NIAGARA SWITCHYARD STRUCTURES FOUNDATION REPAIR	C	B		N	N	03		131,475	96,124	96,124	35,351	6/13/2011	O	1/31/2012	
4500204091	ROSE PRESS INC 8 N 14TH AVE MOUNT VERNON, NY 10550-2808 US	PRINTING OF NYPA'S GENERIC BROCHURE	S	B		N	N	03		7,850	7,740	7,740	110	6/15/2011	C		9/1/2011
4500204102	TELVENT USA CORP 7000 HOLLISTER RD - BLDG A HOUSTON, TX 77040-5666 US	345KV TRANSMISSION - DESIGN & FURNISH Y49 RELAY REPLACEMENT SYSTEMS 1 & 2B	E	B		N	N	02		96,026	90,036	90,036	5,990	7/1/2011	C		7/1/2011

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4500204105	EMERACHEM LLC 1729 LOUISVILLE DR KNOXVILLE, TN 37921 US	WASHING OF GOWANUS (6) GO CATALYST	S	S		N	N	01		227,231	201,025	201,025	26,206	6/14/2011	O	6/13/2012	
4500204107	CA INC PREVIOUSLY NETQOS INC 5001 PLAZA ON THE LAKE AUSTIN, TX 78746-1070 US	ANNUAL MAINTENANCE - NETQOS SOFTWARE MONITORING TOOL	S	C		N	N	04		18,134	18,134	18,134	0	1/1/2011	C		12/31/2011
4500204133	SANDHILL CONSULTANTS USA LTD 2515 FALCON ST EAST MEADOW, NY 11554-5303 US	ERWIN SAPPHIRE SOFTWARE - PT-64273	E	B	7	F	N	03		21,350	21,350	21,350	0	6/27/2011	C		8/10/2011
4500204135	EDBAUER CONSTRUCTION 2790 CLINTON ST WEST SENECA, NY 14224 US	NIAGARA POWER PROJECT - UPPER NIAGARA OBSERVATION AREA IMPROVEMENTS	C	B		N	N	04		629,500	459,700	459,700	169,800	6/22/2011	O	6/21/2012	
4500204158	AVIAT US INC 637 DAVIS DR MORRISVILLE, NC 27560-6835 US	JW-NIA INTAKE MICROWAVE SYSTEM UPGRADE PROJECT	C	B		F	N	01		529,678	0	0	529,678	6/20/2011	O	6/19/2012	
4500204188	AIRMATIC COMPRESSOR SYSTEMS INC 700 WASHINGTON AVE CARLSTADT, NJ 07072-3007 US	COMPRESSED AIR SYSTEMS	E	B		N	N	02		3,675,966	1,844,982	1,844,982	1,830,984	7/1/2011	O	6/30/2014	

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4500204201	UTILITY SYSTEMS DIVISION 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	04		98,565	0	0	98,565	6/17/2011	O	6/17/2012	
4500204240	EATON CORP 646 PLANK RD - STE 102 CLIFTON PARK, NY 12065-4868 US	BLENHEIM-GILBOA POWER PROJECT - DESIGN, FURNISH & DELIVER 4 4.16KV CIRCUIT BREAKERS	E	B		N	N	04		139,212	0	0	139,212	7/1/2011	O	6/30/2012	
4500204255	TELCOM SYSTEMS & SERVICES 6556 XMAS TREE DR OREFIELD, PA 18069-3034 US	ANNUAL MAINTENANCE - MTS CALL DETAIL RECORDING	S	C	6	N	N	03		8,250	8,250	8,250	0	5/1/2011	O	4/30/2012	
4500204256	SIEMENS ENERGY INC ENERGY AUTOMATION 1350 SHOREBIRD WAY MOUNTAIN VIEW, CA 94043-1338 US	ANNUAL MAINTENANCE - POWER TG FOR LINUX SUPPORT	S	S	8	N	N	01		187,600	187,600	187,600	0	4/29/2011	O	4/30/2012	
4500204258	MICROSOFT CORP PO BOX 844510 DALLAS, TX 75284-4510 US	MS PREMIER TECHNICAL SUPPORT ANNUAL MAINTENANCE	S	B	7	N	N	01		73,020	73,020	73,020	0	6/28/2011	O	6/27/2012	
4500204273	SENSOR SWITCH INSTALLATIONS LLC 3 ESSEX SQ ESSEX, CT 06426-1113 US	ARRA FUNDED - OCCUPANCY SENSORS & DAYLIGHT CONTROL DEVICES FOR HELP	E	B		N	N	02		250,000	42,002	42,002	207,998	6/22/2011	O	12/20/2012	

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4500204274	PRECISION ICEBLAST CORP N3908 US HIGHWAY 41 WALLACE, MI 49893-9774 US	HRSR AND STACK CLEANING AT THE RICHARD M. FLYNN POWER PLANT	C	B		N	N	03		150,260	110,030	110,030	40,230	6/20/2011	C		12/31/2011
4500204275	INNOVATIVE AUTOMATION INC 954 HERITAGE HILLS DR YORK, PA 17402 US	STL OPERATING MANUAL	P	B		N	N	03		853,950	0	0	853,950	9/1/2011	O	8/30/2012	
4500204285	WESCO DISTRIBUTION INC 60 HOFFMAN AVE HAUPPAUGE, NY 11788-4718 US	ARRA FUNDED - F/D FLUORESCENT & HID FIXTURE EQUIP. FOR JACKIE ROBINSON REC. PS93K, PS69X, ENGINE 71 & 211, & NYPD GROUP 6	E	B		N	N	04		1,048,978	188,212	188,212	860,766	6/22/2011	O	6/20/2012	
4500204306	ENERGY CONSERVATION & SUPPLY 55 WASHINGTON ST STE 302A BROOKLYN, NY 11201 US	ARRA FUNDED -OCCUPANCY SENSORS & DAY LIGHT CONTROL DEVICES FOR HELP.	E	B		N	N	02		250,000	0	0	250,000	6/22/2011	O	12/20/2012	
4500204312	ENOSERV INC 7780 E 106TH ST TULSA, OK 74133-6843 US	ONE YEAR MAINTENANCE FOR RTS SOFTWARE	S	S	5	F	N	01		7,254	7,254	7,254	0	6/1/2011	O	5/31/2012	
4500204314	WESCO DISTRIBUTION INC 60 HOFFMAN AVE HAUPPAUGE, NY 11788-4718 US	ARRA FUNDED - F/D LED EXIT SIGN FIXTURES FOR JACKIE ROBINSON RECPS- 93K, PS-69X, ENGINES 71 & 211, NYPD GROUP 6 & ASSORTED PROJECT.	E	B		N	N	06		101,505	270	270	101,235	6/22/2011	O	6/20/2012	

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4500204342	DELL MARKETING LP 850 ASBURY DR BUFFALO GROVE, IL 60089-4557 US	MICROSOFT ENTERPRISE MAINTENANCE	S	B	7	N	N	01		462,433	462,433	462,433	0	6/30/2011	O	6/29/2012	
4500204347	CHA CONSULTING INC 2200 MAIN PLACE TOWER BUFFALO, NY 14202-3722 US	BIENNIAL BRIDGE INSPECTION	S	B		N	N	08		24,600	24,600	24,600	0	6/22/2011	C		10/20/2011
4500204376	J HOGAN REFRIGERATION & MECH INC PO BOX 67 - 12 CHAMBERLAIN RD PERU, NY 12972-0067 US	STL: MASSENA & WILLIS SUBSTATIONS WALL MOUNTED HVAC INSTALLATION	C	B		N	N	02		99,672	45,437	45,437	54,235	6/24/2011	O	1/31/2012	
4500204379	THE OKONITE CO 3 GARRET MOUNTAIN PLZ - STE 304 WOODLAND PARK, NJ 07424- 3352 US	CABLE FOR GSU TRANSFORMER REPLACEMENT AT HELLS GATE	E	S	1	N	N	01		113,599	104,047	104,047	9,552	6/21/2011	O	5/1/2012	
4500204381	ADVANCED ENERGY & LIGHTING INC 799 BROADWAY - STE 427 NEW YORK, NY 10003-6813 US	ARRA FUNDED - F/D SPECULAR REFLECTOR RETROFIT KITS & PRISMATIC LENSES	E	B		N	N	02		281,950	0	0	281,950	6/22/2011	O	6/20/2012	
4500204383	OPEN TEXT CORP 185 COLUMBIA ST WEST WATERLOO, ON N2L 5Z5 CA	CONTENT MANAGEMENT & BRAVA OPEN TEXT SOFTWARE W/MAINTENANCE-GSA- GS-35F-0480J	E	B	7	F	N	01		117,079	117,079	117,079	0	6/28/2011	O	6/27/2012	

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4500204409	EXPEDITE VIDEO CONFERENCING SERVICES INC 325 DUFFY AVE HICKSVILLE, NY 11801-3644 US	REPLACEMENT-LEGACY VIDEOCONFERENCING EQUIPMENT- STATE CONTRACT PT64536	E	B	7	F	N	03		206,298	206,298	206,298	0	7/8/2011	C		8/15/2011
4500204429	MUNRO DISTRIBUTING CO INC 115 N 7TH ST FALL RIVER, MA 02720-4906 US	ARRA FUNDED - F/D RECESSED FLUORESCENT & HID FIXTURE EQUIP. FOR JACKIE ROBINSON, PS93K, PS69X, ENGINE 71 & 211, & NYPD GROUP 6	E	B		F	N	03		123,939	0	0	123,939	6/24/2011	O	6/20/2012	
4500204430	ANNESE & ASSOCIATES INC 75 RONALD REAGAN BLVD WARWICK, NY 10990-8138 US	CISCO ACE EQUIPMENT - OGS STATE CONTACT PT-64525	E	B	7	F	Y	01		34,737	34,737	34,737	0	7/7/2011	C		8/11/2011
4500204450	LEAD DATA TECHNOLOGIES INC 55 OLD TURNPIKE RD STE 604 NANUET, NY 10954 US	ANNUAL FIREWALL MAINTENANCE - OGS STATE CONTRACT PT-61429	S	B	7	N	N	01		68,529	68,529	68,529	0	7/1/2011	O	6/30/2012	
4500204456	FRESH MEADOW POWER LLC 6501 FRESH MEADOW LN FRESH MEADOWS, NY 11365-2011 US	FRESH MEADOWS POWER LLC TO PROVIDE THE MANPOWER, EQUIPMENT TO REFURBISH THE CTG TURBINE INLET AT THE AUTHORITY'S FLYNN PLANT	C	B		N	N	04		1,045,000	544,470	544,470	500,530	6/23/2011	C		12/31/2011
4500204470	MILLENNIUM MAINTENANCE & ELECTRICAL CONTRACTORS INC 64 FREEMAN ST BROOKLYN, NY 11222-1328 US	ELECTRICAL LIGHTING & OCCUPANCY SENSOR INSTALLATION AT FDNY ENGINE COMPANY 268	C	B		N	Y	04		20,365	0	0	20,365	7/15/2011	O	7/14/2012	

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4500204477	LINITA DESIGN & MANUFACTURING CORP PO BOX 1101 BUFFALO, NY 14201-1101 US	ST. LAWRENCE-FDR POWER PROJECT - DESIGN, FABRICATE & DELIVER ONE SET OF INTAKE STOP LOGS	E	B		N	N	03		416,607	105,746	105,746	310,861	7/5/2011	O	4/1/2012	
4500204513	SAP PUBLIC SERVICES INC RONALD REAGAN BLDG / ITC 1300 PENNSYLVANIA AVE NW - STE 500 WASHINGTON, DC 20004 US	GATEKEEPER AND SUPPORT SERVICES	P	B	7	F	N	01		22,000	0	0	22,000	6/20/2011	O	7/31/2012	
4500204540	MVS USA INC 175 ROCK RD - STE 6 GLEN ROCK, NJ 07452-1742 US	IRIDIUM SATELLITE PHONES - GSA SCHEDULE GS-35F-0201X	E	B	7	F	N	04		27,180	27,180	27,180	0	7/1/2011	C		7/1/2011
4500204553	NEXANT INC 44 S BROADWAY - STE 404 WHITE PLAINS, NY 10601-4439 US	TRANSMISSION COST OF SERVICE	P	B		N	N	05		500,000	74,605	74,605	425,395	6/30/2011	O	7/2/2015	
4500204659	SUBURBAN RESTORATION CO INC PO BOX 28 HAWTHORNE, NJ 07507-0028 US	PUTNAM COUNTY OFFICE BUILDING ASBESTOS ABATEMENT PROJECT	C	B		N	N	06		78,634	78,634	78,634	0	6/24/2011	C		9/30/2011
4500204716	DANNIBLE & MCKEE LLP 221 S WARREN ST SYRACUSE, NY 13202 US	CUSTOMER JOB COMMITMENT AUDITS	P	B		N	N	05		280,000	0	0	280,000	7/1/2011	O	10/1/2014	

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4500204736	ATEC GROUP 1762 CENTRAL AVE ALBANY, NY 12205-4786 US	HP PROBOOK 6455B NOTEBOOKS	E	B	7	F	N	01		14,400	14,400	14,400	0	6/29/2011	C		8/5/2011
4500204738	FOUR POINTS TECHNOLOGY LLC STE 100 14900 CONFERENCE CENTER DR CHANTILLY, VA 20151-3834 US	MAINTENANCE BMC SOFTWARE	S	B	7	N	N	03		10,928	10,928	10,928	0	7/1/2011	O	6/30/2012	
4500204808	GEOTECHNIQUES LLC 86 GUNNVILLE RD LANCASTER, NY 14086-9748 US	NIA: SOLE PLATE INJECTION GROUTING	C	B		N	N	01		20,500	0	0	20,500	7/25/2011	O	1/31/2012	
4500204851	CARASOFT TECHNOLOGY CORP 12369 SUNRISE VALLEY DR - STE D-2 RESTON, VA 20191 US	ANNUAL MAINTENANCE - QRADAR SOFTWARE - GSA SCHEDULE GS-35F- 0131R	S	B	7	N	N	01		40,409	40,409	40,409	0	6/30/2011	O	6/29/2012	
4500204852	MONROE EXTINGUISHER CO INC 105 DODGE ST ROCHESTER, NY 14606-1503 US	FIRE SUPPRESSION SYSTEM	C	B		N	N	03		366,568	242,698	242,698	123,870	7/5/2011	O	7/2/2012	
4500204855	MONROE EXTINGUISHER CO INC 105 DODGE ST ROCHESTER, NY 14606-1503 US	FIRE SUPPRESSION SYSTEM-S&R BLDG.	C	B		N	N	03		79,575	79,575	79,575	0	7/5/2011	O	7/2/2012	

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4500204857	BENJAMIN KURZBAN & SON INC 1248 RALPH AVE BROOKLYN, NY 11236 US	NYC PUBLIC SCHOOL 92X LIGHT FIXTURE & BALLAST REMOVAL	C	B	8	N	N	06		190,000	190,000	190,000	0	7/5/2011	C		12/6/2011
4500204859	PINNACLE ENVIRONMENTAL CORP 200 BROAD ST CARLSTADT, NJ 07072-1904 US	ASBESTOS ABATEMENT FOR NYC CITY PUBLIC SCHOOLS: PS32X, PS41X, PS147K, PS250K AND PS8R	C	B	8	N	N	06		1,612,000	1,550,000	1,550,000	62,000	7/5/2011	C		9/30/2011
4500204860	ABC CONSTRUCTION CONTRACTING INC 36-16 19TH AVE ASTORIA, NY 11105-1003 US	ASBESTOS ABATEMENT FOR NYC PUBLIC SCHOOLS: PS62K, PS275K, PS430K	C	B	8	N	N	06		1,074,232	1,049,422	1,049,422	24,810	7/5/2011	C		12/6/2011
4500204906	ACLARA SOFTWARE INC 16 LAUREL AVE WELLESLEY, MA 02481 US	ANNUAL MAINTENANCE - CAPACITY VISION	S	S	5	N	N	01		10,017	10,017	10,017	0	11/30/2010	C		6/15/2011
4500204977	COMPUTER CONNECTION OF CNY INC 11206 COSBY MANOR RD UTICA, NY 13502 US	ANNUAL MAINTENANCE-ARCSIGHT LOGGER SOFTWARE-OGS STATE CONTRACT CMT141A	S	B	7	N	N	01		6,300	6,300	6,300	0	7/22/2011	O	7/21/2012	
4500204987	INTERNATIONAL INTEGRATED SOLUTIONS LTD 245 NEWTOWN RD PLAINVIEW, NY 11803 US	HP EQUIPMENT - BIG DEAL PRICING - PT-63224 AND PT64150	E	B	7	F	N	02		81,886	81,886	81,886	0	7/29/2011	C		8/19/2011

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4500204999	INTERNATIONAL INTEGRATED SOLUTIONS LTD 245 NEWTOWN RD PLAINVIEW, NY 11803 US	HP EQUIPMENT - BIG DEAL PRICING - PT-63224 AND PT64150	E	B	7	F	N	02		39,340	39,340	39,340	0	7/29/2011	C		8/10/2011
4500205002	INSTRUMENT TRANSFORMER EQUIPMENT CORP PO BOX 23088 CHARLOTTE, NC 28227-0272 US	HELLGATE TRANSFORMER CURRENT TRANSFORMERS	E	S	1	F	N	01		56,625	55,845	55,845	780	7/8/2011	C		11/1/2011
4500205023	LUMENSION SECURITY INC 8660 E HARTFORD DR - STE 300 SCOTTSDALE, AZ 85255-2584 US	ANNUAL MAINTENANCE - LUMENSION LEMSS SOFTWARE	S	C	6	N	N	03		6,432	6,432	6,432	0	7/29/2011	O	7/28/2012	
4500205054	CLEAN AIR QUALITY SERVICE INC 161 BRADY AVE HAWTHORNE, NY 10532-2201 US	ENERGY MANAGEMENT SYSTEM MAINTENANCE	S	B		N	N	02		37,500	2,840	2,840	34,660	7/1/2011	O	6/30/2016	
4500205056	THE FRANKLIN COMPANY CONTRACTORS INC 2204 119TH ST COLLEGE POINT, NY 11356-2516 US	FRANKLIN COMPANY CONTRACTORS, INC. TO DEMO OIL TANKS 1,2,3 & 5 AT THE AUTHORITY'S CHARLES POLETTI POWER PLANT.	C	B		N	N	06		1,303,164	699,768	699,768	603,396	7/11/2011	O	7/11/2012	
4500205089	GOTHAM CCTV DBA FOR SHIVA SECURITY GROUP INC 67 WYANDANCH BLVD SMITHTOWN, NY 11787-3939 US	SECURITY SURVEILLANCE SERVICES	S	S	5	N	N	01		5,900	5,900	5,900	0	7/12/2011	C		8/30/2011

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4500205220	THE LA GROUP - LANDSCAPE ARCHITECTURE & ENGINEERING PC 40 LONG ALLEY SARATOGA SPRINGS, NY 12866-2116 US	ST. LAWRENCE-FDR POWER PROJECT - WADDINGTON AREA MARINA SITE SUITABILITY STUDY	S	S	9	N	N	01		25,000	0	0	25,000	9/1/2011	O	8/31/2012	
4500205264	SOLAR LIBERTY ENERGY SYSTEMS INC 6500 SHERIDAN DR - STE 120 BUFFALO, NY 14221-4845 US	SOLAR PV 20.13KW SYSTEM FOR THE NIAGARA POWER VISTA ROOF	C	B		N	N	02		82,533	0	0	82,533	7/15/2011	O	7/1/2012	
4500205336	GOVERNMENT MARKETING & PROCUREMENT LLC 1818 LIBRARY ST - STE 500 RESTON, VA 20190-6274 US	VULNERABILITY INTELLIGENCE FEED MAINTENANCE- GSA GS-35F-0858N	S	B	7	F	N	02		42,317	42,317	42,317	0	11/18/2011	O	11/17/2012	
4500205382	CANDELA SYSTEMS CORP 148 RTE 202 SOMERS, NY 10589 US	LIGHTING UPGRADE AT 500MW POWER PLANT AT ASTORIA SITE	E	B		N	Y	03		85,627	0	0	85,627	7/25/2011	O	7/24/2012	
4500205385	AUTRONIC PLASTICS INC 29 NEW YORK AVE WESTBURY, NY 11590-4908 US	MTA-NYCT LED PORTABLE LAMP BANK FIXTURE PROJECT	E	B		N	N	01		2,255,000	0	0	2,255,000	7/25/2011	O	7/24/2013	
4500205396	CANDELA SYSTEMS CORP 148 RTE 202 SOMERS, NY 10589 US	VILLAGE OF TARRYTOWN LIGHTING PROJECT	C	M	8	N	Y	01		133,558	0	0	133,558	7/19/2011	O	5/1/2012	

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4500205400	PUBLIC FINANCIAL MANAGEMENT INC TWO LOGAN SQUARE STE 1600 PHILADELPHIA, PA 19103 US	FINANCIAL ADVISORY SERVICES	P	B			N	N	04	250,000	0	0	250,000	7/1/2011	O	6/30/2014	
4500205412	CANDELA SYSTEMS CORP 148 RTE 202 SOMERS, NY 10589 US	ELECTRICAL LIGHTING UPGRADE AT THE ADMINISTRATION BUILDING AT ASTORIA POWER SITE	E	B			N	Y	03	73,348	72,789	72,789	559	7/25/2011	C		12/1/2011
4500205433	CARJEN FENCE NO 1 CORP 1223 PARK ST PEEKSKILL, NY 10566-4009 US	SECURITY ENHANCEMENT ENTRANCE BARRIER AT THE ST. LAWRENCE POWER PROJECT	C	B			N	N	03	396,162	196,556	196,556	199,606	7/20/2011	O	7/19/2012	
4500205500	CANDELA SYSTEMS CORP 148 RTE 202 SOMERS, NY 10589 US	ELECTRIC MOTOR UPGRADE PROJECT AT THE ADMINISTRATION BUILDING AT ASTORIA POWER SITE	C	B			N	Y	02	29,856	29,856	29,856	0	7/25/2011	C		12/1/2011
4500205508	STELLMAR PLUMBING & MECHANICAL CORP 90-02 91ST AVENUE WOODHAVEN, NY 11421 US	LABOR FOR WATER CONSERVATION PROJECT AT ADMINISTRATION BLDG. AT ASTORIA POWER SITE	C	B			N	N	02	25,280	25,280	25,280	0	7/11/2011	C		12/1/2011
4500205515	D J H MECHANICAL SERVICES INC 155 E KINGSBRIDGE RD MOUNT VERNON, NY 10550-4929 US	PUTNAM NATIONAL GOLF COURSE BOILER INSTALLATION AND ASBESTOS ABATEMENT PROJECT	C	B			N	Y	03	410,083	280,935	280,935	129,148	7/21/2011	O	1/31/2012	

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4500205553	CSX TRANSPORTATION INC 500 WATER ST - #J-180 JACKSONVILLE, FL 32202-4445 US	INSTALLATION OF TWO CROSSINGS AT THE AUTHORITY'S ICE BOOM SITE	C	S	8	N	N	01		16,542	16,542	16,542	0	7/22/2011	C		12/28/2011
4500205567	MILLENNIUM MAINTENANCE & ELECTRICAL CONTRACTORS INC 64 FREEMAN ST BROOKLYN, NY 11222-1328 US	METRO NORTH - NORTH WHITE TRAINING FACILITY - LIGHTING FIXTURE UPGRADE AND OCCUPANCY SENSOR INSTALLATION	C	B		N	Y	04		142,970	47,542	47,542	95,428	7/19/2011	O	6/30/2012	
4500205576	BVR CONSTRUCTION CO INC 244 LAKE AVE ROCHESTER, NY 14608-1208 US	NIA: NORTH ROCK FACE PROTECTION PROJECT	C	B		N	N	04		1,218,768	379,774	379,774	838,994	7/27/2011	O	7/26/2012	
4500205633	QUANTA TECHNOLOGY LLC 4020 WESTCHASE BLVD - STE 300 RALEIGH, NC 20607-3960 US	CEC-TRANSMISSION LEM ASSESSMENT AND COST BENEFIT ANALYSIS	P	B		N	N	06		1,279,800	0	0	1,279,800	7/27/2011	O	4/30/2012	
4500205644	WOOD BROTHERS AIR COMPRESSOR LLC 162 EXPRESS DR S BRENTWOOD, NY 11717-1280 US	INSTALLATION OF COMPRESSOR PROJECT AT NEW YORK CITY TRANSIT - JEROME MAINTENANCE SHOP	C	B		N	N	03		52,675	26,338	26,338	26,337	7/25/2011	O	5/1/2012	
4500205721	PETER S JENSEN & ASSOCIATES LLC PO BOX 316 GREAT BARRINGTON, MA 01230-0316 US	NIAGARA POWER PROJECT- CONSTRUCTION IMPROVEMENTS AT GREAT GORGE RAILWAY TRAIL & ART PACK TRAIL	C	B		N	N	03		500,399	0	0	500,399	9/15/2011	O	9/14/2012	

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4500205777	UNDERGROUND SYSTEMS INC 84 BUSINESS PARK DR - STE 109 ARMONK, NY 10504-1734 US	CABLE FAILURE ANALYSIS	P	S	1	N	N	01		31,000	24,650	24,650	6,350	7/28/2011	O	4/30/2012	
4500205788	MILLENNIUM MAINTENANCE & ELECTRICAL CONTRACTORS INC 64 FREEMAN ST BROOKLYN, NY 11222-1328 US	ELECTRICAL LIGHTING AND OCCUPANCY SENSOR INSTALLATION AT PUBLIC SCHOOL 8R	C	B		N	Y	06		59,115	50,025	50,025	9,090	7/28/2011	O	7/27/2012	
4500205801	COMMVAULT SYSTEMS INC 2 CRESCENT PL OCEANPORT, NJ 07757-1233 US	TAPE BACKUP ANNUAL MAINTENANCE	S	C	8	N	N	04		51,319	51,319	51,319	0	9/11/2011	O	9/10/2012	
4500205811	BENTLY NEVADA INC STE 9 435 LAWRENCE BELL DR WILLIAMSVILLE, NY 14221-7806 US	AIR GAPS AND PROXIMITY PROBES FOR LEM/LPGP PROJECT	E	B		N	N	02		146,350	0	0	146,350	7/28/2011	O	7/27/2012	
4500205982	MILLENNIUM MAINTENANCE & ELECTRICAL CONTRACTORS INC 64 FREEMAN ST BROOKLYN, NY 11222-1328 US	ELECTRICAL LIGHTING & OCCUPANCY SENSOR INSTALLATION AT FDNY ENGINE COMPANY 222	C	B		N	Y	03		17,365	0	0	17,365	8/15/2011	O	8/14/2012	
4500206050	PINTO CONSTRUCTION SERVICES INC 1 BABCOCK ST BUFFALO, NY 14210-2250 US	FBM BLDG. DEMO & PERIMETER FENCE UPGRADE	C	B		N	N	10		106,370	72,315	72,315	34,055	8/2/2011	O	8/1/2012	

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4500206063	AIRMATIC COMPRESSOR SYSTEMS INC 700 WASHINGTON AVE CARLSTADT, NJ 07072-3007 US	MTA-MNR PORT JERVIS TRAIN STATION; ENERGY EFFICIENT COMPRESSED AIR PROJECT	C	B		N	N	02		158,437	153,822	153,822	4,615	8/3/2011	O	5/31/2012	
4500206064	PEAK ENERGY SYSTEMS INC 309 RALPH AVE COPIAGUE, NY 11726-1526 US	DESIGN, FURNISH, DELIVER AND INSTALL BATTERY REPLACEMENTS AT THE RICHARD M. FLYNN POWER PLANT	C	B		N	N	01		131,605	131,605	131,605	0	8/4/2011	O	3/30/2012	
4500206084	FRESH MEADOW POWER LLC 6501 FRESH MEADOW LN FRESH MEADOWS, NY 11365-2011 US	RICHARD M.FLYNN COMBINED CYCLE POWER PLANT-REPAIR & REFURBISHMENT OF HEAT RECOVERY STEAM GENERATOR SYSTEM	C	B		N	N	04		741,455	438,175	438,175	303,280	6/29/2011	O	6/28/2012	
4500206105	GALLO CONSTRUCTION CORP 50 LINCOLN AVE WATERVLIET, NY 12189-3417 US	BLENHEIM-GILBOA POWER PROJECT - SPILLWAY PMF MODIFICATIONS	C	B		N	N	02		213,900	77,882	77,882	136,018	8/8/2011	O	2/29/2012	
4500206146	OHM'S ELECTRICAL CORP 6510 CENTRAL AVE GLENDALE, NY 11385-6244 US	ELECTRICAL LIGHTING AND OCCUPANCY SENSORS AT DEPT. OF TRANSPORTATION - 5 DUBOIS AVENUE	C	B		N	N	03		34,116	29,476	29,476	4,640	8/5/2011	O	8/4/2012	
4500206157	GALLO CONSTRUCTION CORP 50 LINCOLN AVE WATERVLIET, NY 12189-3417 US	DOWNSTREAM RETAINING WALL REPAIR AT VISCHER FERRY SMALL HYDRO POWER PROJECT	C	B		N	N	05		246,873	147,192	147,192	99,681	8/5/2011	O	1/31/2012	

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4500206163	CANDELA SYSTEMS CORP 148 RTE 202 SOMERS, NY 10589 US	CANDELA SYSTEM CORP. TO INSTALL LIGHTING EQUIPMENT AT THE PELHAM PUBLIC LIBRARY	C	B			N	Y	04	10,299	0	0	10,299	8/15/2011	O	8/15/2012	
4500206167	BIRMINGHAM CONTROL SYSTEMS INC 1205 8TH ST W BIRMINGHAM, AL 35204-1909 US	FURNISH & DELIVER SIX SEL-451-5 AUTO-SYNCHRONIZERS FOR BLENHEIM-GILBOA POWER PROJECT	E	B			N	N	01	37,995	37,995	37,995	0	9/1/2011	C		11/14/2011
4500206237	CDW G INC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061-4304 US	16GB MEMORY - OGS STATE CONTRACT PT-65146	E	B	7		F	N	09	21,840	21,840	21,840	0	8/19/2011	C		8/23/2011
4500206298	ONAN CORP PO BOX 99337 CHICAGO, IL 60693-9337 US	SPARK IGNITED GENERATOR SETS	E	B	7		N	N	01	83,159	0	0	83,159	8/10/2011	O	1/30/2012	
4500206302	EN POINTE TECHNOLOGIES SALES INC 18701 S FIGUEROA ST GARDENA, CA 90248-4506 US	JBOSS ANNUAL MAINTENANCE - OGS STATE CONTRACT PT-65192	S	B	7		N	N	04	48,338	48,338	48,338	0	8/26/2011	O	7/30/2012	
4500206303	ACLARA SOFTWARE INC 16 LAUREL AVE WELLESLEY, MA 02481 US	ANNUAL MAINTENANCE - CALCULATION BUILDER, MGMT MODULE, AND DATA/LOAD AND REPORT VISION	S	S	8		N	N	01	39,989	39,989	39,989	0	4/1/2011	O	3/31/2012	

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4500206337	ENVIRONMENTAL SUPPORT SOLUTIONS INC 1700 RESEARCH BLVD - STE 200 ROCKVILLE, MD 20850 US	MAINTENANCE - ESSENTIAL SUITE SOFTWARE - GSA SCHEDULE GS-35F-4551G	S	B	7	N	N	01		57,377	0	0	57,377	10/1/2011	O	9/30/2012	
4500206370	W W PATENAUE SONS INC 3 BEST AVE MECHANICVILLE, NY 12118 US	BG - GANTRY CRANE PAINTING	C	B		N	N	03		562,781	168,793	168,793	393,988	8/12/2011	O	7/1/2012	
4500206397	CANDELA SYSTEMS CORP 148 RTE 202 SOMERS, NY 10589 US	ELECTRICAL LIGHTING UPGRADE AT NY PUBLIC LIBRARY WAKEFIELD BRANCH	C	B		N	Y	05		13,525	0	0	13,525	8/12/2011	O	8/11/2012	
4500206398	WHITESTONE CONSTRUCTION CORP 50-52 49TH ST WOODSIDE, NY 11377-7423 US	INSTALLATION OF ENERGY EFFICIENT WINDOWS AT NYC CONEY ISLAND HOSPITAL	C	B		N	N	03		8,800,000	0	0	8,800,000	8/12/2011	O	8/30/2014	
4500206427	ATEC GROUP 1762 CENTRAL AVE ALBANY, NY 12205-4786 US	HP PC'S AND MONITORS	E	B	7	F	N	01		16,140	16,140	16,140	0	8/15/2011	C		10/20/2011
4500206470	BIRMINGHAM CONTROL SYSTEMS INC 1205 8TH ST W BIRMINGHAM, AL 35204-1909 US	RELAY REPLACEMENT	E	B		N	N	04		351,352	0	0	351,352	8/16/2011	O	3/30/2012	

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4500206472	ABB INC 308 DRIVE 14 CLEVELAND, NY 13042-3101 US	38KV CIRCUIT BREAKERS FOR CRESCENT & VISCHER FERRY SMALL HYDROELECTRIC PROJECTS	E	B		N	N	02		243,921	0	0	243,921	8/29/2011	O	12/31/2012	
4500206515	CANDELA SYSTEMS CORP 148 RTE 202 SOMERS, NY 10589 US	ARRA FUNDED P.O. - PROVIDE LABOR TO INSTALL LIGHTING/OCCUPANCY SENSOR EQUIP. AT ENGINE 71 LOCATED AT 720 MELROSE AVE, BRONX NY	C	B		N	Y	06		26,216	25,094	25,094	1,122	8/19/2011	O	1/31/2012	
4500206558	CANDELA SYSTEMS CORP 148 RTE 202 SOMERS, NY 10589 US	ARRA FUNDED P.O. - PROVIDE LABOR TO INSTALL LIGHTING/OCCUPANCY SENSOR EQUIP. AT ENGINE 211 LOCATED AT 26 HOOPER ST, BROOKLYN NY	C	B		N	Y	07		48,941	48,292	48,292	649	8/19/2011	O	1/31/2012	
4500206590	RDS INDUSTRIES INC 4301 162ND ST FLUSHING, NY 11358-3107 US	ARRA FUNDED - DESIGN/FABRICATE/FURNISH/DELIVER/INSTALL & STARTUP OF SOLAR PHOTOVOLTAIC SYSTEMS AT 3 NYC DOT/DSNY FACILITIES.	C	B		N	N	02		1,150,796	754,411	754,411	396,385	8/19/2011	O	1/31/2012	
4500206592	RDS INDUSTRIES INC 4301 162ND ST FLUSHING, NY 11358-3107 US	ARRA FUNDED - DESIGN/FABRICATE/FURNISH/DELIVER/INSTALL & STARTUP OF SOLAR PHOTOVOLTAIC SYSTEMS AT 5 NYPD/FDNY FACILITIES	C	B		N	N	02		1,574,689	851,791	851,791	722,898	8/19/2011	O	1/31/2012	
4500206602	GE ENERGY CONTROL SOLUTIONS INC 1800 NELSON RD LONGMONT, CO 80501-6324 US	500MW HMI/ETHERNET SWITCHES/HISTORIAN UPGRADE	E	B		N	N	01		879,620	0	0	879,620	8/18/2011	O	7/31/2012	

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4500206612	SATCOM GLOBAL INC 1347 N ALMA SCHOOL RD - STE 150 CHANDLER, AZ 85224-5902 US	IRIDIUM SATELLITE PHONES - GSA SCHEDULE GS-35F-0337P	E	C	6	F	N	03		6,772	4,180	4,180	2,592	8/26/2011	C		9/28/2011
4500206642	DLT SOLUTIONS LLC 13861 SUNRISE VALLEY DR - STE 400 HERNDON, VA 20171-6126 US	AUTOCAD SOFTWARE - GSA SCHEDULE GS-35F-4543G	E	B	7	F	N	01		12,731	12,731	12,731	0	8/26/2011	O	1/30/2012	
4500206719	OPEN TEXT CORP 185 COLUMBIA ST WEST WATERLOO, ON N2L 5Z5 CA	STREAM SERVE ANNUAL SOFTWARE MAINTENANCE	S	S		N	N	01		29,376	29,376	29,376	0	5/11/2011	O	5/10/2012	
4500206844	GENERAL ELECTRIC INTERNATIONAL INC 6001 TONNELLE AVE NORTH BERGEN, NJ 07047 US	CONDUCT A BLACK START STUDY AT THE 500MW POWER PROJECT	P	S	1	F	N	01		127,200	0	0	127,200	8/22/2011	O	4/30/2012	
4500206852	GLOBALSTAR USA LLC C/O IMAGE MANAGEMENT SYSTEMS INC 300 HOLIDAY SQUARE BLVD COVINGTON, LA 70433-6132 US	GLOBAL STAR SATELLITE TELEPHONE SERVICES - GS-35F-0489-S	S	B	7	F	N	01		14,453	14,453	14,453	0	2/1/2011	O	1/31/2012	
4500206866	ANDERSON MOSCHETTI & TRAFFANY PLLC ATTORNEYS AT LAW 26 CENTURY HILL DR - STE 206 LATHAM, NY 12110-2112 US	LEGAL MATTERS	L	S	5	N	N	01		5,775	5,775	5,775	0	8/25/2011	C		11/14/2011

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4500206872	ENERGIZE ELECTRICAL CONTRACTING CORP 6035 FRESH POND RD MASPETH, NY 11378-3541 US	ELECTRICAL LIGHTING AND OCCUPANCY SENSOR INSTALLATION AT NYCT - MASPETH WAREHOUSE	C	B		N	N	09		96,454	30,727	30,727	65,727	8/25/2011	O	8/24/2012	
4500206882	SCHOHARIE COUNTY HISTORICAL SOCIETY 145 FORT ROAD SCHOHARIE, NY 12157 US	CURATOR SERVICES - LANSING MANOR	S	S	5	N	N	01		10,000	10,000	10,000	0	8/25/2011	C		12/31/2011
4500206893	EXPEDITE VIDEO CONFERENCING SERVICES INC 325 DUFFY AVE HICKSVILLE, NY 11801-3644 US	LIFESIZE VIDEO CONFERENCING EQUIPMENT - PT-64261	E	B	7	F	N	01		100,504	100,504	100,504	0	9/12/2011	C		12/1/2011
4500206901	PRESENTATION PRODUCTS INC 632 W 28TH ST - 7TH FL NEW YORK, NY 10001-1117 US	EQUIPMENT AND INSTALLATION OF SMART BOARD EQUIPMENT - PC649922/PC64216	E	B	7	N	N	01		131,485	0	0	131,485	9/12/2011	O	1/31/2012	
4500206906	RCM TECHNOLOGIES INC FACILITIES DESIGN & CONSTRUCTION 2500 MCCLELLAN AVE - STE 350 PENNSAUKEN, NJ 08109-4617 US	REPRESENT NYPA IN A PUBLIC SERVICE LAW ARTICLE VII TRANSMISSION	L	S	8	F	N	01		15,750	0	0	15,750	8/25/2011	O	8/24/2012	
4500206938	YONKERS ELECTRIC CONTRACTING CORP 145 SAW MILL RIVER RD YONKERS, NY 10701-6615 US	NEW ELECTRICAL INFRASTRUCTURE PROJECT AT THE NYPA ASTORIA FACILITY	C	B		N	N	03		3,072,000	497,000	497,000	2,575,000	8/26/2011	O	2/1/2012	

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4500206962	ZONES INC 1102 15TH ST, SW, STE 102 AUBURN, WA 98001-9605 US	2011 GLOBALCARE ANNUAL MAINTENANCE	S	C	6	N	N	06		7,890	7,890	7,890	0	8/18/2011	O	8/17/2012	
4500207000	DIRECTPACKET INC ONEVISION SOLUTIONS 909 LAKE CAROLYN PKWY - STE 1800 IRVING, TX 75039-3910 US	2011 MAINTENANCE - TANBERG EQPT - OGS STATE CONTRACT PT-64525	S	B	7	N	N	01		15,131	15,131	15,131	0	8/1/2011	O	2/1/2012	
4500207001	EXPEDITE VIDEO CONFERENCING SERVICES INC 325 DUFFY AVE HICKSVILLE, NY 11801-3644 US	ANNUAL MAINTENANCE - VIDEOCONFERENCING EQPT - PT-64536	S	B	7	N	N	01		13,373	13,373	13,373	0	7/1/2011	O	6/30/2012	
4500207015	SOUTHEAST MECHANICAL CORP 568 N MAIN ST BREWSTER, NY 10509-1231 US	BOILER INSTALLATION AT PUTNAM COUNTY OFFICE BUILDING AT 40 GLENEIDA AVENUE, CARMEL, NEW YORK, 10512	C	B		N	N	03		216,950	161,450	161,450	55,500	8/29/2011	O	1/31/2012	
4500207020	PKA TECHNOLOGIES INC 1 EXECITIVE BLVD - STE 203 SUFFERN, NY 10901-4156 US	HP SAN EQUIPMENT - OGS STATE CONTRACT PT-63224	E	B	7	F	Y	01		64,048	64,048	64,048	0	9/5/2011	C		9/6/2011
4500207036	EME CONSULTING ENGINEERING GRP LLC 159 WEST 25TH ST NEW YORK, NY 10001-7203 US	ARRA FUNDED - RETRO-COMMISSIONING & MODIFIED RETRO-COMMISSIONING IMPLEMENTATION CONTRACTOR SERVICES FOR NYPA'S HELP IN SENY	C	B		N	N	09		2,500,000	0	0	2,500,000	9/7/2011	O	7/31/2014	

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4500207037	WSP FLACK + KURTZ 512 7TH AVE NEW YORK, NY 10018 US	ARRA FUNDED - RETRO-COMMISSIONING & MODIFIED RETRO-COMMISSIONING IMPLEMENTATION CONTRACTOR SERVICES FOR NYPA'S HELP IN SENY	C	B		N	N	09		2,500,000	0	0	2,500,000	9/7/2011	O	7/31/2014	
4500207038	HORIZON ENGINEERING ASSOCIATES LLP MICHAEL ENGLISH 30 BROAD ST - 15TH FL NEW YORK, NY 10004 US	ARRA FUNDED - RETRO-COMMISSIONING & MODIFIED RETRO-COMMISSIONING IMPLEMENTATION CONTRACTOR SERVICES FOR NYPA'S HELP IN SENY	C	B		N	N	09		2,500,000	0	0	2,500,000	9/7/2011	O	7/31/2014	
4500207082	ATEC GROUP 1762 CENTRAL AVE ALBANY, NY 12205-4786 US	HP COMPAQ 8100 PC'S	E	B	7	F	N	01		39,960	39,960	39,960	0	8/30/2011	C		10/15/2011
4500207115	ACCENT FURNITURE INC C/O THE GUNLOCKE COMPANY LLC 1 GUNLOCKE DR WAYLAND, NY 14572-9515 US	NIAGARA POWER PROJECT - FURNITURE	E	B	7	N	N	01		13,283	12,850	12,850	433	9/6/2011	C		11/14/2011
4500207158	CANDELA SYSTEMS CORP 148 RTE 202 SOMERS, NY 10589 US	ARRA FUNDED P.O. - PROVIDE LABOR TO INSTALL LIGHTING/OCCUPANCY SENSOR EQUIP. AT JACKIE ROBINSON RECREATION CENTER, NEW YORK, NY	C	B		N	Y	04		36,760	16,328	16,328	20,432	9/1/2011	O	1/31/2012	
4500207172	SNELLING AGENCY PERSONNEL SERVICES 7-11 S BROADWAY - STE 208 WHITE PLAINS, NY 10601-3546 US	TEMPORARY CLERICAL PERSONNEL	S	B	7	N	N	01		8,200	7,815	7,815	385	9/1/2011	C		10/31/2011

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4500207186	RONDOUT ELECTRIC INC 33 ARLINGTON AVE POUGHKEEPSIE, NY 12603-1698 US	FIRE DETECTION SYSTEM REPLACEMENT PROJECT AT BLENHEIM GILBOA POWER PROJECT	C	B		N	N	03		673,027	0	0	673,027	9/1/2011	O	6/30/2012	
4500207249	CDW G INC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061-4304 US	CISCO EQUIPMENT - OGS STATE CONTRACT PT-64525	E	B	7	F	N	02		19,044	19,044	19,044	0	9/5/2011	C		9/7/2011
4500207271	MUTUALINK INC 1269 SOUTH BROAD ST WALLINGFORD, CT 06492-1737 US	COMMUNICATION EQUIPMENT- OGS STATE CONTRACT PT-64775	E	B	7	F	N	01		19,707	17,583	17,583	2,124	9/20/2011	O	1/31/2012	
4500207298	FIRST ENVIRONMENT INC 91 FULTON ST - STE 1 BOONTON, NJ 07005-1942 US	VERIFICATION SERVICES OF REPORTED INVENTORY TO THE CLIMATE REGISTRY AS A TRANSITIONAL REPORTER FOR 2010 DATA	P	B		F	N	01		13,000	6,370	6,370	6,630	9/7/2011	O	3/31/2012	
4500207352	GROVE ROOFING SERVICES INC 131 READING ST BUFFALO, NY 14220 US	ROOF REPLACEMENT PROJECT AT THE: CONTROL BUILDING & OVERPASS	C	B		N	N	02		505,600	428,905	428,905	76,695	9/7/2011	O	9/6/2012	
4500207411	SCHWEITZER ENGINEERING LAB INC 2350 NE HOPKINS CT PULLMAN, WA 99163-5600 US	ARRA FUNDED - FURNISH/DELIVER PHASOR MEASUREMENT EQUIPMENT FOR THE NYISO NYS PHASOR MEASUREMENT PROJECT	E	B		F	N	08		70,894	0	0	70,894	9/9/2011	O	5/31/2012	

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4500207447	1ST RUN COMPUTER SERVICES INC 1261 BROADWAY - RM 508 NEW YORK, NY 10001-3546 US	FUJITSU SCANNER FOR POLETTI	E	C	6	F	N	05		5,946	5,946	5,946	0	9/8/2011	C		10/3/2011
4500207496	STERLING COMMERCE CVG 4600 LAKEHURST CT DUBLIN, OH 43017-0760 US	GENTRAN SERVER MAINTENANCE	S	S		N	N	01		12,173	12,173	12,173	0	8/1/2011	O	7/31/2012	
4500207583	PERRAS EXCAVATING INC 1909 ST HWY 420 MASSENA, NY 13662 US	ST.LAWRENCE-FDR POWER PROJECT- CONSTRUCTION OF TWO ADA FISHING PIERS AT WHITAKER PARK & ISLAND VIEW PARK	C	B		N	N	03		106,350	0	0	106,350	9/16/2011	O	9/15/2012	
4500207599	ELECTRIC POWER GROUP LLC 201 S LAKE AVE - STE 400 PASADENA, CA 91101-3095 US	ARRA FUNDED - FURNISH/DELIVER PHASOR MEASUREMENT EQUIPMENT FOR THE NYISO NYS PHASOR MEASUREMENT PROJECT	E	B		F	N	08		36,000	0	0	36,000	9/26/2011	O	5/31/2012	
4500207611	ULTRACLEAN INC 200 WARING RD SYRACUSE, NY 13224-2263 US	POWER HOUSE CLEANING AT BLENHEIM GILBOA	C	B		N	N	04		79,400	0	0	79,400	9/13/2011	O	9/1/2012	
4500207644	MSR ELECTRICAL CONSTRUCTION CORP 31 BAY ST BROOKLYN, NY 11231-1917 US	ELECTRICAL LIGHTING INSTALLATION AT NEW YORK CITY TRANSIT CONEY ISLAND YARD WHEEL/AXLE SHOP	C	B		N	Y	07		35,038	0	0	35,038	9/19/2011	O	6/30/2012	

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4500207664	IKON OFFICE SOLUTIONS INC A RICOH COMPANY 701 WESTCHESTER AVE WHITE PLAINS, NY 10604-3002 US	RICOH COPIERS	E	B	7	F	N	01		19,398	18,986	18,986	412	9/14/2011	C		12/30/2011
4500207747	VERIZON NEW YORK INC 6360 THOMPSON RD - PO BOX 6360 SYRACUSE, NY 13206-1406 US	RELOCATE UTILITY SERVICES AT THE NIA ICE BOOM STORAGE SITE	S	S		N	N	01		26,665	26,665	26,665	0	9/16/2011	C		11/21/2011
4500207748	NATIONAL GRID 144 KENSINGTON AVE BUFFALO, NY 14214-2799 US	RELOCATE UTILITY SERVICES AT THE NIA ICE BOOM STORAGE SITE	S	S	5	N	N	01		5,000	5,000	5,000	0	9/16/2011	O	1/30/2012	
4500207770	OHM'S ELECTRICAL CORP 6510 CENTRAL AVE GLENDALE, NY 11385-6244 US	ELECTRICAL LIGHTING AND OCCUPANCY SENSOR INSTALLATION AT QUEENS PUBLIC LIBRARY WOODHAVEN BRANCH	C	B		N	N	06		9,713	0	0	9,713	11/1/2011	O	10/31/2012	
4500207782	TIME WARNER CABLE INC 1700 COMMERCE PKWY LANCASTER, NY 14086-1732 US	RELOCATE UTILITY SERVICES AT THE NIAGARA ICE BOOM STORAGE SITE	S	S		N	N	01		28,912	15,912	15,912	13,000	9/16/2011	C		11/21/2011
4500207811	FMI DIRECT INC DBA FOR FORMICA DIRECT MAIL AD INC 2100 KUBACH RD PHILADELPHIA, PA 19116-4203 US	RECHARGE NEW YORK FLYER	E	C	5	N	N	03		6,155	6,155	6,155	0	9/19/2011	C		11/15/2011

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4500207878	MILLENNIUM MAINTENANCE & ELECTRICAL CONTRACTORS INC 64 FREEMAN ST BROOKLYN, NY 11222-1328 US	ARRA FUNDED - LABOR TO INSTALL HIGH EFFICIENCY LIGHTING AND OCCUPANCY SENSOR IN 4 NYPD PRECINCTS (100, 101, 114 AND BMS)	C	B		N	Y	06		314,870	104,395	104,395	210,475	9/21/2011	O	12/31/2012	
4500207893	APPLIED WEATHER ASSOCIATES LLC 18155 BAKERS FARM RD COLORADO SPRINGS, CO 80908-2388 US	RAINFALL ANALYSIS HURRICANE IRENE	P	S	1	F	N	01		132,775	63,904	63,904	68,871	9/20/2011	O	9/19/2012	
4500207921	GHA TECHNOLOGIES INC 176 BURBANK DR AMHERST, NY 14226-3936 US	APPLE IPAD 2 PLUS 2 YEAR WARRANTY	E	C	5	F	N	02		10,803	899	899	9,904	9/20/2011	C		12/7/2011
4500207932	THINKERSDESIGN 328 COMMERCE ST HAWTHORNE, NY 10532-1958 US	DESIGN SERVICES (IN-HOUSE)	S	B		N	Y	06		150,000	6,240	6,240	143,760	9/12/2011	O	9/11/2014	
4500207937	RJ ASSOCIATES LLC 92 MCCARTY COVE RD WESTPORT ISLAND, ME 04578 US	ENGINEERING SERVICES TO SUPPORT UPDATING THE TAINTER GATE CONTROL SYSTEM AT BG AS A RESULT OF TROPICAL STORM IRENE 8/28/11	A	S	1	F	N	01		125,000	3,510	3,510	121,490	9/20/2011	O	9/19/2012	
4500207939	IKON OFFICE SOLUTIONS INC A RICOH COMPANY 701 WESTCHESTER AVE WHITE PLAINS, NY 10604-3002 US	RICOH MP C3501(SPF) COPIER FOR GILBOA	E	B	7	F	N	01		8,546	8,546	8,546	0	9/20/2011	C		10/3/2011

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4500208093	LPCIMINELLI CONSTRUCTION CORP 2421 MAIN ST BUFFALO, NY 14214-2393 US	NIAGARA POWER PROJECT - SCHOELLKOPF & WHIRLPOOL OVERLOOKS CONSTRUCTION IMPROVEMENTS	C	B		N	N	06		2,190,000	0	0	2,190,000	9/23/2011	O	9/22/2012	
4500208164	CANDELA SYSTEMS CORP 148 RTE 202 SOMERS, NY 10589 US	ELECTRICAL LIGHTING INSTALLATION SERVICES AT DEPT. OF TRANSPORTATION BETTS AVENUE FOR ENERGY SERVICES GROUP	C	B		N	Y	04		63,130	0	0	63,130	11/28/2011	O	11/27/2012	
4500208209	PKA TECHNOLOGIES INC 1 EXECUTIVE BLVD - STE 203 SUFFERN, NY 10901-4156 US	BROCADE SILKWORM 5100 8GB FABRIC SWITCH	E	B	7	F	Y	01		59,568	59,568	59,568	0	9/27/2011	C		11/2/2011
4500208232	KLEINSCHMIDT ASSOCIATES PA PC PO BOX 650 PITTSFIELD, ME 04967-0650 US	BLENHEIM-GILBOA POWER PROJECT - FERC RELICENSING LEAD CONSULTANT	P	B		N	N	03		593,791	0	0	593,791	10/1/2011	O	9/30/2015	
4500208285	CANDELA SYSTEMS CORP 148 RTE 202 SOMERS, NY 10589 US	ELECTRICAL LIGHTING INSTALLATION SERVICES AT NYC DEPT. OF SANITATION - QUEENS 5 AND 5A	C	B		N	Y	04		95,161	0	0	95,161	11/28/2011	O	11/27/2012	
4500208323	BUFFALO ENVIRONMENTAL CONSULTANTS INC 7815 BUFFALO AVE NAIGARA FALLS, NY 14304-4221 US	ENVIRONMENTAL ENGINEERING SUPPORT AT NIAGARA	A	C	1	N	N	02		200,000	9,394	9,394	190,606	9/30/2011	O	9/29/2012	

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4500208340	ABRAMS & ABRAMS LLP 7 PENN PLAZA - STE 1800 NEW YORK, NY 10001-3970 US	IMMIGRATION COUNSEL SERVICES	L	C	8	N	N	07		250,000	5,905	5,905	244,095	10/1/2011	O	9/30/2016	
4500208364	WESCO DISTRIBUTION INC 60 HOFFMAN AVE HAUPPAUGE, NY 11788-4718 US	FURNISH & DELIVER LIGHTING EQUIPMENT TO THE UNITED NATIONS DEVELOPMENT CORP. BLDG. NO. 2	E	B		N	N	01		82,000	0	0	82,000	10/1/2011	O	9/30/2012	
4500208406	ALLIED CLEANING SERVICES 280 MADISON AVE - STE 710 NEW YORK, NY 10016 US	EMERGENCY CLEANING SERVICES NYC SWING OFFICES	S	S	5	N	N	01		14,650	12,650	12,650	2,000	10/1/2011	C		11/15/2011
4500208487	EXPEDITE VIDEO CONFERENCING SERVICES INC 325 DUFFY AVE HICKSVILLE, NY 11801-3644 US	VIDEOCONFERENCING EQUIPMENT - OGS STATE CONTRACT PT-64536 & PT64261	E	B	7	F	N	01		50,454	50,454	50,454	0	10/21/2011	C		11/7/2011
4500208597	GOTHAM TECHNOLOGY GROUP 1 PARAGON DR - STE 200 MONTVALE, NJ 07645 US	SECURITY ASSESSMENT OF NYPA VIRTUALIZED SYSTEMS	P	B	7	N	N	01		28,000	0	0	28,000	10/17/2011	O	3/31/2012	
4500208598	EXPEDITE VIDEO CONFERENCING SERVICES INC 325 DUFFY AVE HICKSVILLE, NY 11801-3644 US	VIDEOCONFERENCING SERVICE - OGS STATE CONTRACT PT-64261	S	B	7	N	N	01		13,500	9,000	9,000	4,500	11/6/2011	C		12/31/2011

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4500208650	DLT SOLUTIONS LLC 13861 SUNRISE VALLEY DR - STE 400 HERNDON, VA 20171-6126 US	AUTOCAD ELECTRIC TRAINING AND MENTORING	S	S		N	N	01		24,810	0	0	24,810	10/6/2011	O	4/1/2012	
4500208674	POWERRUNNER LLC 145 SOUTH RD BRENTWOOD, NH 03833-6301 US	LONG TERM MARKET FORECASTING SOFTWARE AND IMPLEMENTATION	P	B		F	N	01		490,000	288,239	288,239	201,761	10/17/2011	O	10/16/2012	
4500208698	GRAINGER INC 505 SAWMILL RIVER RD ELMSFORD, NY 10523-1009 US	ENERGY EFFICIENT AIR CONDITIONER UNITS	E	B	7	N	N	03		320,525	0	0	320,525	10/7/2011	O	10/6/2012	
4500208710	MIDTOWN HVAC ENTERPRISES LTD 111 22ND ST BROOKLYN, NY 11232-1156 US	CONSTRUCTION OF VESTIBULE AT NYC PARKS DEPT FACILITY - ST. MARY'S RECREATION CENTER	C	B		N	N	04		25,608	0	0	25,608	10/7/2011	O	6/30/2012	
4500208713	INTERNATIONAL INTEGRATED SOLUTIONS LTD 245 NEWTOWN RD PLAINVIEW, NY 11803 US	HP EQUIPMENT (SERVERS ETC.)	E	B	7	F	N	01		164,215	164,215	164,215	0	10/7/2011	C		10/31/2011
4500208725	HEWLETT PACKARD CO ATTN: EXPRESS SUPPORT QUOTES 8000 FOOTHILLS BLVD ROSEVILLE, CA 95747-5754 US	ANNUAL MAINTENANCE-SCADA EQPT-NIA, BG, WPO-OGS STATE CONTRACT PT64150	S	B	7	N	N	01		10,778	10,778	10,778	0	11/1/2011	O	10/31/2012	

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4500208846	EXPEDITE VIDEO CONFERENCING SERVICES INC 325 DUFFY AVE HICKSVILLE, NY 11801-3644 US	VIDEOCONFERENCING SERVICES - PT-64536/PT64261	S	B	7	N	N	01		6,000	6,000	6,000	0	10/17/2011	O	10/16/2012	
4500208852	ANNESE & ASSOCIATES INC 75 RONALD REAGAN BLVD WARWICK, NY 10990-8138 US	NETWORK EQUIPMENT - OGS STATE CONTRACT PT64525	E	B	7	F	Y	01		18,630	0	0	18,630	10/21/2011	O	1/31/2012	
4500208910	TANDUS US INC C/O JOHN HERBERT COMPANY 142 ROUTE 17K NEWBURGH, NY 12550-3929 US	F/D CARPET	E	B	7	N	N	01		7,959	7,959	7,959	0	10/13/2011	C		11/15/2011
4500208914	IMAGE MANAGMNT SYSTEMS INC 239 W 15 ST NEW YORK, NY 10011 US	SATELLITE PHONES	E	C	6	F	N	02		7,080	7,080	7,080	0	10/17/2011	C		10/18/2011
4500208918	NINTEX USA LLC 600 106TH AVE - STE 210 BELLEVUE, WA 98004-5043 US	ANNUAL MAINTENANCE NITEX WORKFLOW 2007	S	C	6	N	N	04		13,650	13,650	13,650	0	10/11/2011	O	10/10/2012	
4500208931	PBA ENGINEERING LTD 300-131 WATER ST VANCOUVER, BC V6B 4M3 CA	SECURITY MAINTENANCE & TESTING PLAN DEVELOPMENT FOR NERC CIP COMPLIANCE AT THE NIAGARA POWER PROJECT	P	S	1	F	N	01		47,000	0	0	47,000	10/14/2011	O	9/30/2012	

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4500208970	DLT SOLUTIONS LLC 13861 SUNRISE VALLEY DR - STE 400 HERNDON, VA 20171-6126 US	ANNUAL MAINTENANCE-QUEST, TOAD, SQL ORACLE-GSA SCHEDULE GS-35F-4543G	S	B	7	F	N	01		35,106	35,106	35,106	0	10/31/2011	O	10/30/2012	
4500208971	JOHN W DANFORTH CO INC 300 COLVIN WOODS PKWY TONAWANDA, NY 14150-6908 US	NIAGARA POWER PROJECT - UPGRADE OF HVAC AT COMMAND POST	C	B		N	N	03		108,000	0	0	108,000	10/20/2011	O	3/16/2012	
4500209025	GOTHAM TECHNOLOGY GROUP 1 PARAGON DR - STE 200 MONTVALE, NJ 07645 US	INFOBLOX APPLIANCE HARDWARE AND SUPPORT	E	B		F	N	01		81,874	0	0	81,874	10/17/2011	O	10/31/2016	
4500209042	EDBAUER CONSTRUCTION 2790 CLINTON ST WEST SENECA, NY 14224 US	NIAGARA POWER PROJECT SHORELINE REPAIRS	C	B		N	N	02		248,700	0	0	248,700	10/24/2011	O	2/17/2012	
4500209079	XEROX DIRECT DBA FOR EXROX CORP 1654 SOLUTIONS CNTR CHICAGO, IL 60677-1006 US	XEROX PRINTER	E	B	7	F	N	01		6,215	6,215	6,215	0	10/18/2011	C		11/30/2011
4500209118	KEMA INC 67 S BEDFORD ST - STE 201 E BURLINGTON, MA 01803-6803 US	CYBER SECURITY ASSESSMENT	P	B		F	N	08		61,160	0	0	61,160	10/19/2011	O	10/18/2012	

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4500209134	DELL MARKETING LP 850 ASBURY DR BUFFALO GROVE, IL 60089-4557 US	COMP TRACE SECURITY SOFTWARE - OGS STATE CONTRACT T-65191	E	B	7	N	N	04		37,528	37,528	37,528	0	10/24/2011	O	10/23/2014	
4500209137	STRUCTURAL CONTRACTING SERVICES INC 100 PEARL ST MOUNT VERNON, NY 10550- 1725 US	WPO CENTROPLEX GARAGE REPAIRS II	C	B		N	N	03		597,800	0	0	597,800	10/19/2011	O	2/29/2012	
4500209178	HERMAN MILLER INC 855 E MAIN AVE ZEELAND, MI 49464-1372 US	FURNITURE	E	B	7	N	N	01		46,935	0	0	46,935	10/20/2011	C		11/15/2011
4500209195	ENERGIZE ELECTRICAL CONTRACTING CORP 6035 FRESH POND RD MASPETH, NY 11378-3541 US	ELECTRICAL LIGHTING INSTALLATION AT UNITED NATIONS 1 AND 2 PLAZA FOR THE ENERGY SERVICES DEPT.	C	B		N	N	06		13,212	0	0	13,212	10/21/2011	O	10/20/2012	
4500209229	EN POINTE TECHNOLOGIES SALES INC 18701 S FIGUEROA ST GARDENA, CA 90248-4506 US	ANNUAL MAINTENANCE - ORGPUBLISHER - OGS STATE CONTRACT PT-65192	S	B	7	N	N	04		6,409	6,409	6,409	0	11/1/2011	O	10/31/2012	
4500209301	LSI LIGHTRON INC 500 HUDSON VALLEY AVE NEW WINDSOR, NY 12553 US	FLUORESCENT AND HID LIGHTING EQUIPMENT AT NYPD CENTRAL REPAIR SHOP - FOR THE HELP PROGRAM	E	B		N	N	10		78,330	75,694	75,694	2,636	10/24/2011	O	5/1/2012	

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4500209316	POWER ENGINEERING INC 16632 MILLIKAN AVE - STE B IRVINE, CA 92606 US	ENGINEERING STUDY FOR MAIN ROTOR REPAIR AT BLENHEIM-GILBOA PROJECT	A	B		F	N	02		153,809	0	0	153,809	10/24/2011	O	1/31/2012	
4500209358	XPEDX INC DIV INTERNATIONAL PAPER CO 261 RIVER RD CLIFTON, NJ 07014-1551 US	COPY PAPER	E	B	7	F	N	01		10,616	10,616	10,616	0	7/29/2011	C		10/30/2011
4500209416	WESCO DISTRIBUTION INC 60 HOFFMAN AVE HAUPPAUGE, NY 11788-4718 US	UNIVERSAL BALLASTS EQUIPMENT FOR NYPD CENTRAL REPAIR SHOP FOR HELP PROGRAMS	E	B		N	N	10		5,194	0	0	5,194	10/25/2011	C		12/31/2011
4500209482	ADVANCED ENERGY & LIGHTING INC 23 E 10 ST - STE 615 NEW YORK, NY 10003-6137 US	SPECULAR REFLECTOR RETROFIT EQUIPMENT FOR DCAS HUMAN RESOURCES ADMINISTRATION (HRA) HELP	E	B		N	N	10		35,509	35,453	35,453	56	10/27/2011	C		12/31/2011
4500209511	S & L ELECTRIC INC 5313 STATE HIGHWAY 56 COLTON, NY 13625 US	FURNISH, DELIVER & INSTALL TWO EMERGENCY PROPANE GENERATORS FOR RYAN & DULEY SUBSTATIONS	C	B		N	N	04		354,366	0	0	354,366	11/14/2011	O	10/30/2012	
4500209517	MOTT TANK INSPECTION INC 120 N ABINGTON RD CLARKS GREEN, PA 18411-2541 US	MOTT TANK INSPECTION TO PROVIDE INSPECTION SERVICES AT THE AUTHORITY'S NIAGARA FACILITY IN LEWISTON , NY.	P	S	5	N	N	01		9,000	0	0	9,000	10/27/2011	O	10/27/2012	

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4500209518	LSI LIGHTRON INC 500 HUDSON VALLEY AVE NEW WINDSOR, NY 12553 US	FLUORESCENT LIGHTING EQUIPMENT FOR DCAS HUMAN RESOURCES ADMINISTRATION (HRA)	E	B		N	N	10		24,804	24,804	24,804	0	10/27/2011	O	5/1/2012	
4500209524	HERMAN MILLER INC 855 E MAIN AVE ZEELAND, MI 49464-1372 US	FURNITURE	E	B	7	N	N	01		221,389	0	0	221,389	10/31/2011	O	2/1/2012	
4500209529	ANNESE & ASSOCIATES INC 75 RONALD REAGAN BLVD WARWICK, NY 10990-8138 US	CISCO ACE EQUIPMENT - OGS STATE CONTACT PT-64525	E	B	7	F	Y	01		34,737	0	0	34,737	11/4/2011	C		12/5/2011
4500209533	WESCO DISTRIBUTION INC 60 HOFFMAN AVE HAUPPAUGE, NY 11788-4718 US	FLUORESCENT BALLAST EQUIPMENT FOR DCAS HUMAN RESOURCES ADMINISTRATION (HRA)	E	B		N	N	10		8,033	7,844	7,844	189	10/27/2011	O	5/1/2012	
4500209589	PRESIDIO NETWORKED SOLUTIONS INC 10 6TH RD WOBURN, MA 01801-1735 US	ANNUAL MAINTENANCE FOR AUDIO CODES FOR NYPA MS UNIFIED MESSAGING OGS STATE CONTRACT PT-64525	S	B	7	N	N	01		8,660	8,660	8,660	0	9/12/2011	O	9/11/2012	
4500209640	PRESENTATION PRODUCTS INC 632 W 28TH ST - 7TH FL NEW YORK, NY 10001-1117 US	SMART BOARD EQUIPMENT FOR STL - PC64216 (SMART TECHNOLOGIES) & PC64992 -	E	B	7	F	N	01		15,201	0	0	15,201	11/14/2011	O	1/31/2012	

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4500209650	HEWLETT PACKARD CO ATTN: EXPRESS SUPPORT QUOTES 8000 FOOTHILLS BLVD ROSEVILLE, CA 95747-5754 US	ANNUAL MAINTENANCE - SCADA EQPT - STL - -OGS STATE CONTRACT PT64150	S	B	7	N	N	01		15,430	15,430	15,430	0	11/1/2011	O	10/31/2012	
4500209662	PRESENTATION PRODUCTS INC 632 W 28TH ST - 7TH FL NEW YORK, NY 10001-1117 US	SMART BOARD EQUIPMENT FOR CEC - PC64216 (SMART TECHNOLOGIES) & PC64992 -	E	B	7	F	N	01		20,824	0	0	20,824	11/21/2011	O	1/31/2012	
4500209663	PRESENTATION PRODUCTS INC 632 W 28TH ST - 7TH FL NEW YORK, NY 10001-1117 US	SMART BOARD EQUIPMENT FOR NIA - PC64216 (SMART TECHNOLOGIES) & PC64992 -	E	B	7	F	N	01		15,148	0	0	15,148	11/28/2011	O	1/31/2012	
4500209664	PRESENTATION PRODUCTS INC 632 W 28TH ST - 7TH FL NEW YORK, NY 10001-1117 US	SMART BOARD EQUIPMENT FOR BG - PC64216 (SMART TECHNOLOGIES) & PC64992 -	E	B	7	F	N	01		14,051	0	0	14,051	12/5/2011	O	1/31/2012	
4500209757	DOW ELECTRIC INC 3874 STATE ROUTE 11 MALONE, NY 12953-3726 US	RETROFIT OF LIGHTING EQUIPMENT AT CULTURAL EDUCATION CENTER (CEC FOR THE ALBANY OFFICE	E	B		N	N	10		184,250	0	0	184,250	11/2/2011	O	11/1/2012	
4500209774	T Y LIN INTERNATIONAL ENGINEERING ARCHITECTURE & LAND SURVEYING PC 255 EAST AVE ROCHESTER, NY 14604-2625 US	RMNPP CONSULTING SERVICES FOR ROADWAY BRIDGES SUPERSTRUCTURE REPLACEMENT	P	B	8	N	N	10		348,000	0	0	348,000	11/3/2011	O	10/26/2012	

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4500209881	EXPEDITE VIDEO CONFERENCING SERVICES INC 325 DUFFY AVE HICKSVILLE, NY 11801-3644 US	POLYCOM EQUIPMENT & MAINTENANCE - OGS STATE CONTRACT PT64536 & PT64261 - NYO	E	B	7	F	N	01		31,894	0	0	31,894	11/11/2011	O	1/31/2012	
4500209888	EXPEDITE VIDEO CONFERENCING SERVICES INC 325 DUFFY AVE HICKSVILLE, NY 11801-3644 US	POLYCOM EQUIPMENT & MAINTENANCE - OGS STATE CONTRACT PT64536 & PT64261 - NIA	E	B	7	N	N	01		47,841	0	0	47,841	11/14/2011	O	1/31/2012	
4500209906	EXPEDITE VIDEO CONFERENCING SERVICES INC 325 DUFFY AVE HICKSVILLE, NY 11801-3644 US	POLYCOM EQUIPMENT & MAINTENANCE - OGS STATE CONTRACT PT64536 & PT64261 - ALB	E	B	7	F	N	01		15,947	0	0	15,947	11/15/2011	O	1/31/2012	
4500209907	EXPEDITE VIDEO CONFERENCING SERVICES INC 325 DUFFY AVE HICKSVILLE, NY 11801-3644 US	POLYCOM EQUIPMENT & MAINTENANCE - OGS STATE CONTRACT PT64536 & PT64261 - CEC	E	B	7	F	N	01		15,947	0	0	15,947	11/16/2011	O	1/31/2012	
4500209908	EXPEDITE VIDEO CONFERENCING SERVICES INC 325 DUFFY AVE HICKSVILLE, NY 11801-3644 US	POLYCOM EQUIPMENT & MAINTENANCE - OGS STATE CONTRACT PT64536 & PT64261 - WPO	E	B	7	F	N	01		15,947	0	0	15,947	11/17/2011	O	1/31/2012	
4500209922	BENTLY NEVADA INC STE 9 435 LAWRENCE BELL DR WILLIAMSVILLE, NY 14221-7806 US	CONDITION MONITORING SYSTEMS AND TECHNICAL SERVICES DURING NYPA INSTALLATION	E	S		F	N	01		85,624	0	0	85,624	11/7/2011	O	5/16/2013	

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4500209980	OPTIMAL ENERGY INC 14 SCHOOL ST BRISTOL, VT 05443 US	STATEWIDE ENERGY EFFICIENCY CONSULTING SERVICES	P	C	8	N	N	03		137,000	126,044	126,044	10,956	11/4/2011	O	11/3/2012	
4500209981	OHM'S ELECTRICAL CORP 6510 CENTRAL AVE GLENDALE, NY 11385-6244 US	LIGHTING UPGRADE AND SENSORS AT NYPD 122ND PRECINCT.	C	C	6	N	N	05		5,065	0	0	5,065	11/7/2011	O	6/30/2012	
4500209983	SYSTEM IMPROVEMENTS INC 238 SOUTH PETERS RD KNOXVILLE, TN 37923 US	SOFTWARE PURCHASE AND INSTALLATION OF TAPROOT ROOT CAUSE ANALYSIS	E	B		F	N	01		75,191	0	0	75,191	11/7/2011	O	12/30/2016	
4500209993	LONGO ELECTRICAL MECHANICAL INC ONE HARRY SHUPE BLVD WHARTON, NJ 07885 US	FURNISH AND INSTALL WATER PUMP PUMPS AT NYC RECREATION CENTER	C	S	5	N	N	01		7,950	0	0	7,950	12/12/2011	O	6/12/2012	
4500210021	OHM'S ELECTRICAL CORP 6510 CENTRAL AVE GLENDALE, NY 11385-6244 US	PROVIDE LABOR TO INSTALL HIGH EFFICIENCY LIGHTING AND SENSORS FOR THE AUTHORITY AT ST. MARY'S PARK AND RECREATION CENTER	C	B		N	N	02		72,657	0	0	72,657	11/8/2011	O	12/31/2012	
4500210108	LEE HECHT HARRISON LLC 200 PARK AVE NEW YORK, NY 10166-0005 US	PERFORM CAREER TRANSITION SERVICES	P	S	8	N	N	01		60,000	0	0	60,000	11/14/2011	O	11/1/2012	

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4500210213	GOTHAM TECHNOLOGY GROUP 1 PARAGON DR - STE 200 MONTVALE, NJ 07645 US	ANNUAL MAINTENANCE - VARONIS SOFTWARE	S	C	8	N	N	03		50,641	50,641	50,641	0	12/31/2011	O	12/30/2012	
4500210221	ORACLE AMERICA INC 500 ORACLE PKWY REDWOOD CITY, CA 94065-1677 US	ORACLE SOFTWARE FOR LONG TERM MARKET FORECASTING	E	B		F	N	01		240,000	196,721	196,721	43,279	11/15/2011	O	11/15/2012	
4500210223	STEELCASE INC BUSINESS ENVIRONMENTS BY RAS 901 44TH ST SE GRAND RAPIDS, MI 49508-7594 US	WEB SIGNS FOR VIDEOCONFERENCING - OGS STATE CONTRACT PC-63415	E	B	7	N	N	01		21,805	21,805	21,805	0	11/21/2011	C		12/19/2011
4500210224	SS & C TECHNOLOGIES INC 80 LAMBERTON RD - STE 7 WINDSOR, CT 06095-2150 US	ANNUAL MAINTENANCE - DEBT MANAGEMENT SOFTWARE	S	S	8	N	N	01		27,000	0	0	27,000	12/17/2011	O	12/16/2012	
4500210225	EX LIBRIS (USA) INC 5671 PAYSHERE CIRCLE CHICAGO, IL 60674 US	ANNUAL HOSTED SERVICE FOR VOYAGER/ORACLE LMS SOFTWARE	S	S	8	N	N	02		22,531	22,531	22,531	0	10/1/2011	O	9/30/2012	
4500210315	HELBERG ELECTRICAL SUPPLY LLC 200 W SUNRISE HWY FREEPORT, NY 11520-3365 US	500 3RD RAIL FUSE BOXES AND BRACKETS FOR THE NEW YORK CITY TRANSIT AUTHORITY (NYCTA)	E	S	9	N	Y	01		162,250	0	0	162,250	11/17/2011	O	11/17/2012	

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4500210319	SPECTRUM SYSTEMS INC 11320 RANDOM HILLS RD - STE 630 FAIRFAX, VA 22030 US	ANNUAL MAINTENANCE - SAFE BOOT SOFTWARE	S	C	6	N	N	04		9,042	0	0	9,042	12/23/2011	O	12/22/2012	
4500210337	SMIT TRANSFORMATOREN BV 120 VARNFIELD DR - STE E SUMMERVILLE, SC 29483-7313 US	AUTOTRANSFORMER REPLACEMENT AT ST.LAW. SUBSTATION	E	B		F	N	07		3,068,912	0	0	3,068,912	11/17/2011	O	12/31/2014	
4500210349	DLT SOLUTIONS LLC 13861 SUNRISE VALLEY DR - STE 400 HERNDON, VA 20171-6126 US	QUEST SOFTWARE - GSA SCHEDULE GS-35F-4543G	E	B	7	N	N	01		58,567	58,567	58,567	0	11/28/2011	C		12/6/2011
4500210350	HEWLETT PACKARD CO 13831 CHALCO VALLEY PARKWAY OMAHA, NE 68138 US	HP MONITORS&PC'S-OGS STATE CONTRACT-AGGREGATE BUY-PT65350-NYAG10	E	B	7	F	N	01		34,195	0	0	34,195	12/12/2011	O	1/31/2012	
4500210351	ANNESE & ASSOCIATES INC 75 RONALD REAGAN BLVD WARWICK, NY 10990-8138 US	CISCO EQUIPMENT - OGS STATE CONTRACT - PT-64525	E	B	7	F	Y	01		177,048	0	0	177,048	12/5/2011	O	1/31/2012	
4500210377	CLEARBID INC 48 SENECA ST DOBBS FERRY, NY 10522-1137 US	FAIR MARKET VALUATION SERVICES	P	B		N	N	02		37,000	0	0	37,000	11/7/2011	O	11/6/2012	

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4500210440	DLT SOLUTIONS LLC 13861 SUNRISE VALLEY DR - STE 400 HERNDON, VA 20171-6126 US	CONSULTING SERVICES - QUEST SOFTWARE	S	B	7	N	N	01		15,190	0	0	15,190	12/1/2011	O	11/27/2012	
4500210453	ATEC GROUP 1762 CENTRAL AVE ALBANY, NY 12205-4786 US	HP SERVERS	E	B	7	F	N	01		50,009	0	0	50,009	11/21/2011	O	1/30/2012	
4500210517	SYMMETRICOM 2300 ORCHARD PKWY SAN JOSE, CA 95131-1017 US	SERVER EQUIPMENT - GSA SCHEDULE GS-07F-5341R	E	B	7	F	N	01		11,208	0	0	11,208	12/10/2011	C		12/14/2011
4500210530	MATTHEWS BUSES INC 2900 US ROUTE 9 BALLSTON SPA, NY 12020 US	ARRA CLEAN CITES AGREEMENT- NYSERDA CLEAN CITIES PROGRAM HYBRID SCHOOL BUS PROGRAM	E	B	7	N	N	01		178,127	0	0	178,127	11/28/2011	O	5/30/2012	
4500210556	PRESIDIO NETWORKED SOLUTIONS INC 10 6TH RD WOBURN, MA 01801-1735 US	NETWORK EQUIPMENT - OGS STATE CONTRACT PT-64525	E	B	7	F	N	01		85,801	80,112	80,112	5,689	11/23/2011	C		12/2/2011
4500210559	ATEC GROUP 1762 CENTRAL AVE ALBANY, NY 12205-4786 US	SERVER EQUIPMENT - PT-64150	E	B	7	F	N	06		39,951	0	0	39,951	12/16/2011	C		12/22/2011

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4500210585	OHM'S ELECTRICAL CORP 6510 CENTRAL AVE GLENDALE, NY 11385-6244 US	LABOR INSTALLATION FOR THE PROJECT AT CENTRAL REPAIR SHOP FOR THE POWER AUTHORITY'S HELP PROGRAM.	C	C		N	N	04		120,162	0	0	120,162	11/28/2011	O	5/1/2012	
4500210592	CANDELA SYSTEMS CORP 148 RTE 202 SOMERS, NY 10589 US	LIGHTING INSTALLATION FOR THE PROJECT AT DCAS HUMAN RESOURCES ADMIN. (HRA) FOR THE POWER AUTHORITY'S HELP PROGRAM	C	B		N	Y	04		79,075	75,110	75,110	3,965	11/28/2011	O	5/1/2012	
4500210618	MUTUALINK INC 1269 SOUTH BROAD ST WALLINGFORD, CT 06492-1737 US	COMMUNICATION EQUIPMENT- OGS STATE CONTRACT PT-64775	E	B	7	F	N	01		46,080	0	0	46,080	12/19/2011	O	1/31/2012	
4500210619	MUTUALINK INC 1269 SOUTH BROAD ST WALLINGFORD, CT 06492-1737 US	COMMUNICATION EQUIPMENT- OGS STATE CONTRACT PT-64775	E	B	7	F	N	01		45,578	37,080	37,080	8,498	12/20/2011	O	1/31/2012	
4500210620	MUTUALINK INC 1269 SOUTH BROAD ST WALLINGFORD, CT 06492-1737 US	COMMUNICATION EQUIPMENT- OGS STATE CONTRACT PT-64775	E	B	7	F	N	01		45,578	37,080	37,080	8,498	12/21/2011	O	1/31/2012	
4500210748	CARAHSOFT TECHNOLOGY CORP 12369 SUNRISE VALLEY DR - STE D-2 RESTON, VA 20191 US	CONSULTING SVCS ESA (ENERGY SCHEDULING & ACCOUNTING) GS-35F-0131R	S	B	7	N	N	01		69,035	0	0	69,035	11/30/2011	O	11/29/2012	

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4500210902	GOTHAM TECHNOLOGY GROUP 1 PARAGON DR - STE 200 MONTVALE, NJ 07645 US	ANNUAL MAINTENANCE FOR CITRIX - STATE CONTRACT CMT084A	S	B	7	N	N	01		14,250	0	0	14,250	12/1/2011	O	11/30/2012	
4500210968	SANDHILL CONSULTANTS USA LTD 2515 FALCON ST EAST MEADOW, NY 11554-5303 US	ANNUAL MAINTENANCE-ERWIN SOFTWARE PRODUCTS-OGS STATE CONTRACT PT-64273	S	B	7	N	N	01		6,020	6,020	6,020	0	12/31/2011	O	12/30/2012	
4500211035	DELL MARKETING LP 850 ASBURY DR BUFFALO GROVE, IL 60089-4557 US	MS SOFTWARE - OGS STATE CONTRACT PT-65196	E	B	7	F	N	01		71,752	71,752	71,752	0	12/12/2011	C		12/16/2011
4500211092	JOHN HERBERT CO 142 RT 17K - PO BOX 2758 NEWBURGH, NY 12550 US	CARPET	E	B	7	N	N	01		20,137	0	0	20,137	12/7/2011	O	2/1/2012	
4500211103	TELEMANAGEMENT RESOURCES INT'L INC 124 THOMAS LN MANAHAWKIN, NJ 08050-3662 US	VIDEOCONFERENCE AND SMART BOARD CONSULTING SERVICES	P	B		F	N	04		95,000	0	0	95,000	12/8/2011	O	6/30/2012	
4500211230	EMERSON NETWORK POWER LIEBERT SERVICES INC 610 EXECUTIVE CAMPUS DR WESTERVILLE, OH 43082-8870 US	ANNUAL MAINTENANCE FOR THE UPS EQUIPMENT	S	C	5	N	N	03		13,070	0	0	13,070	12/27/2011	O	12/26/2012	

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4500211231	ATEC GROUP 1762 CENTRAL AVE ALBANY, NY 12205-4786 US	ANNUAL MAINTENANCE - FUJITSU SCANNERS - GSA SCHEDULE GS-35F-4342D	S	B	7	N	N	02		5,393	0	0	5,393	11/24/2011	O	11/23/2012	
4500211233	B & H PHOTO VIDEO INC 420 NINTH AVE NEW YORK, NY 10001 US	CAMERA EQUIPMENT - OGS STATE CONTRACT PC64116	E	B	7	F	N	01		35,273	0	0	35,273	12/16/2011	O	1/21/2012	
4500211355	SYSTEMS MANAGEMENT PLANNING INC 75 GOODWAY DR - STE 1 ROCHESTER, NY 14623-3000 US	VMWARE SOFTWARE & MAINTENANCE	E	C	8	F	Y	03		67,060	67,060	67,060	0	12/19/2011	O	1/21/2012	
4500211356	CDW G INC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061-4304 US	IRON KEY MAINTENANCE - GSA SCHEDULE - GS-35F-0131R	E	B	7	N	N	02		18,900	0	0	18,900	12/3/2011	O	12/2/2012	
4500211405	ATEC GROUP 1762 CENTRAL AVE ALBANY, NY 12205-4786 US	HP SERVERS	E	B	7	F	N	03		75,535	0	0	75,535	12/14/2011	O	1/31/2012	
4500211415	LOPEZ & ASSOCIATES INC 1010 NORTHERN BLVD STE 208 GREAT NECK, NY 11021 US	PRE-EMPLOYMENT TESTS	P	S	5	N	N	01		6,800	0	0	6,800	12/14/2011	O	3/1/2012	

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4500211525	IKON OFFICE SOLUTIONS INC A RICOH COMPANY 701 WESTCHESTER AVE WHITE PLAINS, NY 10604-3002 US	RICOH COPIER FOR NIAGARA	E	B	7	F	N	01		9,493	0	0	9,493	12/16/2011	O	1/31/2012	
4500211531	ATEC GROUP 1762 CENTRAL AVE ALBANY, NY 12205-4786 US	SCANNERS FOR A/P AUTOMATION PROJECT	E	C	5	N	N	05		10,770	0	0	10,770	12/23/2011	O	12/31/2012	
4500211539	ANNESE & ASSOCIATES INC 75 RONALD REAGAN BLVD WARWICK, NY 10990-8138 US	NETWORK EQUIPMENT - PT64525	E	B	7	N	Y	01		121,419	121,419	121,419	0	12/23/2011	C		12/28/2011
4500211575	THE VALLEY GROUP INC 3A TROWBRIDGE DR BETHEL, CT 06801-2858 US	DYNAMIC LINE RATING	E	S	9	F	N	01		995,000	0	0	995,000	12/20/2011	O	12/31/2014	
4500211581	J E SHEEHAN CONTRACTING CORP 208 SISSONVILLE RD POTSDAM, NY 13676-3563 US	ST. LAWRENCE-FDR POWER PROJECT - SHORELINE STABILIZATION	C	B		N	N	05		496,582	0	0	496,582	12/26/2011	O	12/25/2012	
4500211643	APPLE COMPUTER INC STATE & LOCAL GOVERNMENT SALES 2420 RIDGEPPOINT DR AUSTIN, TX 78754 US	APPLE IMAC & APPLE CARE - OGS STATE CONTRACT - PT65428	E	B	7	F	N	01		14,288	0	0	14,288	12/31/2011	O	1/21/2012	

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4500211667	HAY GROUP INC 100 PENN SQUARE EAST - 11th FL PHILADELPHIA, PA 19107-3388 US	COMPENSATION/BENEFITS PACKAGE ANALYSES	P	B	8	F	N	04		155,000	0	0	155,000	12/20/2011	O	6/30/2012	
4500211752	ADWAR VIDEO DBA FOR VIDEO HI-TECH CORP 125 GAZZA BLVD FARMINGDALE, NY 11735-1408 US	SONY CAMCORDER	E	B	7	F	N	01		6,295	6,295	6,295	0	12/22/2011	C		12/31/2011
4500211811	SNELLING AGENCY PERSONNEL SERVICES 7-11 S BROADWAY - STE 208 WHITE PLAINS, NY 10601-3546 US	TEMPORARY CLERICAL PERSONNEL	S	B	7	N	N	01		10,000	1,470	1,470	8,530	11/8/2011	O	1/31/2012	
4500211939	EN POINTE TECHNOLOGIES SALES INC 18701 S FIGUEROA ST GARDENA, CA 90248-4506 US	RSA ANNUAL HARDWARE & SOFTWARE MAINTENANCE - PT-65192	S	B	7	N	N	02		62,147	0	0	62,147	12/1/2011	O	11/30/2012	
4500211945	EN POINTE TECHNOLOGIES SALES INC 18701 S FIGUEROA ST GARDENA, CA 90248-4506 US	ANNUAL MAINTENANCE - RSA SECURED - OGS STATE CONTRACT PT_	S	B	7	N	N	02		7,624	0	0	7,624	9/1/2011	O	12/31/2012	
4500211947	BPS RESOLVER INC 703 EVANS AVE - STE 107 TORONTO, ON M9C 5E9 CA	ANNUAL MAINTENANCE - BPS AUDIT MODULE	S	S	6	N	N	01		10,000	0	0	10,000	12/30/2011	O	12/29/2012	

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4600000395	GENERAL ELECTRIC INTERNATIONAL INC 1 RIVER RD SCHENECTADY, NY 12305-2500 US	ST LAW ROTOR RIM WORK (LEM)	E	B	9	N	N	00		12,656,000	9,677,888	1,020,062	2,978,112	4/6/2000	O	9/3/2013	
4600000761	AMERESCO SELECT INC 111 SPEEN ST - STE 410 FRAMINGHAM, MA 01701 US	PROJECT MANAGEMENT/IMPLEMENTATION SERVICES/SENY ENERGY SERVICE PROG	C	B		N	N	00		60,000,000	53,213,833	0	6,786,167	2/1/2002	O	6/30/2012	
4600000840	VOITH HYDRO INC 2185 N SHERIDAN WAY MISSISSAUGA, ON L5K 1A4 CA	F/D/I GENERATOR STATOR ARMATURE WINDINGS	C	B		F	N	00		24,137,176	13,558,101	0	10,579,075	6/10/2002	O	7/15/2015	
4600001092	SIEMENS ENERGY INC 85 JOHN RD - UNIT 1 CANTON, MA 02021-2826 US	PROVIDE AN OPERATING PLANT SERVICE AGREEMENT (OPSA)	S	S	1	N	N	00		36,000,000	26,852,780	8,720,263	9,147,220	5/5/2003	O	12/31/2015	
4600001229	HERITAGE ENVIRONMENTAL SERVICES LLC 7901 W MORRIS ST INDIANAPOLIS, IN 46231 US	DISPOSAL OF SOLID WASTE, HAZARDOUS WASTE, UNIVERSAL WASTE FROM ALL NYPA FACILITIES, AND INCINERATION OF SAME.	S	C	8	N	N	00		630,000	198,209	5,581	431,791	3/15/2004	O	12/31/2015	
4600001236	ALSTOM POWER INC 7901 SOUTHPARK PLZ - STE 110 LITTLETON, CO 80120-4505 US	RUNNER REPLACEMENT AND TURBINE OVERHAUL - SUPPLY COMPONENTS	E	B		F	N	00		26,374,000	22,927,092	3,716,775	3,446,908	3/25/2004	O	2/24/2014	

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4600001237	ALSTOM POWER INC 7901 SOUTHPARK PLZ - STE 110 LITTLETON, CO 80120-4505 US	RUNNER REPLACEMENT AND TURBINE OVERHAUL - INSTALLATION OF COMPONENTS	C	B		N	N	00		11,425,698	7,595,404	2,096,181	3,830,294	3/25/2004	O	2/24/2014	
4600001270	VOITH HYDRO INC 2185 N SHERIDAN WAY MISSISSAUGA, ON L5K 1A4 CA	FURNISH, DELIVER AND INSTALL STATOR CORE REPLACEMENT OF TWELVE UNITS (STATOR LAMINATION RESTACKING)	C	B		F	N	00		23,300,000	8,711,939	0	14,588,061	6/8/2004	C		12/31/2011
4600001295	GE HYDRO POWER INC STE 300B 6130 STONEBRIDGE MALL RD PLEASANTON, CA 94588 US	STATOR REWINDS-LPGP	C	B		F	N	00		15,000,000	4,253,746	0	10,746,254	7/12/2004	O	6/30/2015	
4600001303	CHU & GASSMAN CONSULTING ENGINEER PC 50 BROADWAY - STE 1501 NEW YORK, NY 10004 US	PROGRAM MANAGEMENT & IMPLEMENTATION SERVICES FOR SOUTHEAST NEW YORK ENERGY SERVICES PROGRAM	C	B		N	Y	00		40,529,640	31,691,279	-124,485	8,838,361	8/1/2004	C		6/30/2011
4600001307	AECOM USA INC 605 THIRD AVE NEW YORK, NY 10158-0180 US	PROGRAM MANAGEMENT & IMPLEMENTATION SERVICES FOR SOUTHEAST NEW ENERGY SERVICES PROGRAM	C	B		N	N	00		189,581,856	164,416,895	7,147,683	25,164,961	8/1/2004	O	7/31/2013	
4600001308	CDM CONSTRUCTORS INC 100 CROSSWAYS PARK W - STE 415 WOODBURY, NY 11797 US	PROGRAM MANAGEMENT & IMPLEMENTATION SERVICES	C	B		N	N	00		13,000,000	2,694,034	377,800	10,305,966	8/1/2004	O	7/31/2013	
4600001325	AMERESCO SELECT INC 111 SPEEN ST - STE 410 FRAMINGHAM, MA 01701 US	PROGRAM MANAGEMENT & IMPLEMENTATION SERVICES - DISTRIBUTED GENERATION PROGRAM	C	B		N	N	00		5,923,325	4,751,230	1,600	1,172,095	10/1/2004	C		9/30/2011

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4600001339	CLEAN HARBORS ENVIRONMENTAL SERVICES INC 761 MIDDLE ST BRISTOL, CT 06010-7442 US	WASTE DISPOSAL SERVICES	S	C			F	N	00	4,700,000	1,810,023	555,652	2,889,977	11/1/2004	O	12/31/2015	
4600001363	AMERESCO SELECT INC 111 SPEEN ST - STE 410 FRAMINGHAM, MA 01701 US	PROGRAM MANAGEMENT & IMPLEMENTATION SERVICE FOR THE AUTHORITY'S STATEWIDE ENERGY SERVICE PROGRAM	C	B			N	N	00	20,000,000	14,691,561	2,135,281	5,308,439	1/1/2005	O	12/31/2012	
4600001364	PB AMERICAS INC 333 SEVENTH AVE - 15TH FL NEW YORK, NY 10001-5091 US	PROGRAM MANAGEMENT & IMPLEMENTATION SERVICES FOR THE AUTHORITY'S STATEWIDE ENERGY SERVICES PROGRAM	C	B			N	N	00	40,000,000	31,036,762	5,812,046	8,963,238	1/1/2005	O	12/31/2012	
4600001393	CWM CHEMICAL SERVICES LLC 1550 BALMER RD MODEL CITY, NY 14107 US	WASTE DISPOSAL SERVICES	S	C			N	N	00	2,245,000	383,161	26,185	1,861,839	3/2/2005	O	12/31/2015	
4600001400	HITACHI POWER SYSTEMS AMERICA LTD 645 MARTINSVILLE RD BASKING RIDGE, NJ 07920-4701 US	FURNISH, DELIVER AND INSTALL SPHERICAL VALVES	C	B			N	N	00	13,379,532	13,379,532	0	0	3/11/2005	C		1/31/2011
4600001403	AERC.COM INC DBA AERC RECYCLING SOLUTIONS 2591 MITCHELL AVE ALLENTOWN, PA 18103-6609 US	WASTE DISPOSAL SERVICES OF MERCURY WASTE STREAMS	S	C			F	N	00	45,000	3,717	2,540	41,283	4/4/2005	O	12/31/2015	

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4600001457	UNITED OIL RECOVERY INC DBA UNITED INDUSTRIAL SERVICES 47 GRACEY AVE MERIDEN, CT 06451 US	WASTE DISPOSAL SERVICES, ALL FACILITIES	S	C		N	N	00		550,000	151,465	24,523	398,535	6/10/2005	O	12/31/2015	
4600001513	AMI SERVICES INC ARMISTEAD MECHANICAL INC 168 HOPPER AVE WALDWICK, NJ 07463 US	AC MAINTENANCE/REPAIR SERVICES RAPPLEYE BLDG	S	B		N	N	02		300,000	84,278	16,828	215,722	1/1/2006	C		12/31/2011
4600001519	BENTLY NEVADA INC STE 9 435 LAWRENCE BELL DR WILLIAMSVILLE, NY 14221-7806 US	STL/FDR 3500 MONITORING W/SYSTEM 1 CONDITION MONITORING SYSTEM	E	S		N	N	00		1,127,141	609,812	0	517,329	11/17/2005	O	12/31/2012	
4600001595	ASR INTERNATIONAL CORP 580 OLD WILLETS PATH HAUPPAUGE, NY 11788-4106 US	ON CALL FIELD EXPEDITING AND QA SHOP INSPECTION	S	B		N	Y	03		1,695,000	1,036,710	46,334	658,290	1/1/2006	C		3/31/2011
4600001603	GOMEZ AND SULLIVAN ENGINEERS PC 288 GENESEE ST UTICA, NY 13502 US	RELICENSING COMPLIANCE & IMPLEMENTATION SERVICES	P	B		N	N	05		15,400,000	12,189,367	2,428,326	3,210,633	3/1/2006	O	2/28/2012	
4600001612	TEST PRODUCTS INC (TPI) 302 NEW MILL LANE EXTON, PA 19341 US	TESTING OF STATION BATTERIES	S	B		F	N	02		220,000	197,264	39,408	22,736	4/3/2006	C		3/31/2011

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4600001629	TRC SECURITY A DIVISION OF TRC ENGINEERS INC 1430 BROADWAY - 10TH FL NEW YORK, NY 10018 US	PERFORM SECURITY ASSESSMENTS	P	B			N	N	07	1,050,000	885,793	233,085	164,207	4/17/2006	C		4/16/2011
4600001644	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	09	55,000,000	18,454,398	7,563,898	36,545,602	5/23/2006	O	12/31/2015	
4600001645	WENDEL ENERGY SERVICES LLC STE 201 140 JOHN JAMES AUDUBON PKWY AMHERST, NY 14228 US	PROGRAM MANAGEMENT & IMPLEMENTATION SERVICES FOR THE AUTHORITY'S STATEWIDE ENERGY SERVICES PROGRAM	C	B			N	N	09	55,000,000	17,551,242	4,499,135	37,448,758	5/23/2006	O	12/31/2015	
4600001671	PERFICIENT INC BOX 200026 PITTSBURGH, PA 15251-0026 US	CONSULTING SERVICES FOR TIBCO ENERGY TRADING PORTAL SUPPORT	P	B			N	N	03	1,250,000	986,272	0	263,728	7/23/2006	C		1/15/2011
4600001674	PUBLIC FINANCIAL MANAGEMENT INC TWO LOGAN SQUARE STE 1600 PHILADELPHIA, PA 19103 US	FINANCIAL ADVISORY SERVICES	P	B			F	N	06	675,000	97,944	0	577,056	7/1/2006	C		6/30/2011
4600001676	PFM ASSET MANAGEMENT LLC TWO LOGAN SQUARE 18TH & ARCH STREETS - STE 1600 PHILADELPHIA, PA 19103 US	SWAP ADVISORY SERVICES	P	B			F	N	06	250,000	98,550	23,500	151,450	7/1/2006	C		6/30/2011

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4600001688	ABB INC 308 DRIVE 14 CLEVELAND, NY 13042-3101 US	COMMISSIONING OF A UNIT PAIR	S	S		N	N	01		250,000	140,532	19,272	109,468	7/26/2006	O	4/27/2012	
4600001689	AECOM USA INC 605 THIRD AVE NEW YORK, NY 10158 US	ENGINEERING SERVICES FOR ENERGY SERVICES PROJECTS STATEWIDE	A	B		N	N	06		2,206,000	1,763,619	70,785	442,381	8/14/2006	C		1/1/2011
4600001690	GENESYS ENGINEERING PC 629 FIFTH AVE - STE 111 PELHAM, NY 10803 US	ENGINEERING SERVICES IN SUPPORT OF ENERGY SERVICES PROJECTS	A	B		N	N	06		500,000	156,551	0	343,449	8/14/2006	C		7/31/2011
4600001691	WENDEL CONSTRUCTION INC 140 JOHN JAMES AUDUBON PKWY STE 201 AMHERST, NY 14228 US	ENGINEERING SERVICES FOR ENERGY SERVICES PROJECT	A	B		N	N	06		294,000	0	0	294,000	8/14/2006	C		7/31/2011
4600001705	INNOVATIVE AUTOMATION INC 954 HERITAGE HILLS DR YORK, PA 17402 US	B/G LEM START-UP AND COMMISSIONING SERVICES	P	B		N	N	03		1,054,805	1,040,510	449,281	14,295	10/1/2006	C		9/30/2011
4600001713	HAWKINS DELAFIELD & WOOD LLP ONE CHASE MANHATTAN PLAZA NEW YORK, NY 10005-1401 US	LEGAL SERVICES	L	B		N	N	36		2,000,000	1,586,757	0	413,243	10/1/2006	C		9/30/2011

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4600001717	WHITEMAN OSTERMAN & HANNA LLP ATTORNEYS AT LAW 1 COMMERCE PLZ ALBANY, NY 12260-1000 US	LEGAL SERVICES	L	B			N	N	36	37,500	29,710	0	7,790	10/1/2006	C		9/30/2011
4600001718	GILBERTI STINZIANO HEINTZ & SMITH PC 555 EAST GENESEE ST SYRACUSE, NY 13202 US	LEGAL SERVICES	L	B			N	N	36	137,500	31,793	0	105,707	10/1/2006	C		9/30/2011
4600001719	WILSON ELSER MOSKOWITZ EDELMAN & DICKER LLP 3 GANNETT DR WHITE PLAINS, NY 10604 US	LEGAL SERVICES	L	B			N	N	36	45,000	5,228	0	39,772	10/1/2006	C		9/30/2011
4600001721	KEANE & BEANE PC 445 HAMILTON AVE - 15TH FL WHITE PLAINS, NY 10601 US	LEGAL SERVICES	L	B			N	N	36	275,000	109,449	0	165,551	10/1/2006	C		9/30/2011
4600001722	ROBINSON & COLE LLP 280 TRUMBULL ST HARTFORD, CT 06103-3597 US	LEGAL SERVICES	L	B			N	N	36	440,000	291,022	0	148,978	10/1/2006	C		9/30/2011
4600001733	AKIN GUMP STRAUSS HAUER & FELD LLP 1333 NEW HAMPSHIRE AVE NW WASHINGTON, DC 20036 US	LEGAL SERVICES	L	B			N	N	36	215,000	9,200	0	205,800	10/1/2006	C		9/30/2011

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4600001734	ORRICK HERRINGTON & SUTCLIFFE LLP 666 FIFTH AVE NEW YORK, NY 10103-0001 US	LEGAL SERVICES	L	B		N	N	36		96,000	95,121	0	879	10/1/2006	C		9/30/2011
4600001736	RBC LUBRON BEARING SYSTEMS INC 17611 METZLER LANE HUNTINGTON BEACH, CA 92647 US	FURNISH & DELIVER GREASELESS BUSHINGS	E	B		F	N	02		498,000	138,289	0	359,711	12/6/2006	O	12/31/2012	
4600001738	TCI OF NY LLC 39 FALLS INDUSTRIAL PARK RD HUDSON, NY 12534 US	WASTE DISPOSAL SERVICES	S	C		N	N	01		200,000	93,855	56,395	106,145	12/20/2006	O	12/31/2015	
4600001740	DUPONT SECURE ENVIRONMENTAL TREATMENT 23-1224B BARLEY MILL PLAZA - PO BOX WILMINGTON, DE 19880-0023 US	WASTE DISPOSAL SERVICES	S	C		N	N	01		70,000	37,543	22,943	32,457	12/20/2006	O	12/31/2015	
4600001745	SIEMENS ENERGY INC 10900 WAYZATA BLVD - STE 400 MINNETONKA, MN 55305-5602 US	SOFTWARE MAINTENANCE & SERVICE AGREEMENT ENERGY MANAGEMENT SYSTEM	P	S		F	N	01		1,562,800	1,002,921	187,108	559,879	1/1/2007	O	12/31/2012	
4600001754	VENTYX ENERGY, LLC an ABB COMPANY DBA THE STRUCTURE GROUP 12335 KINGSRIDE LN - STE 401 HOUSTON, TX 77024-4116 US	INSTALL & IMPLEMENT SCHEDULING & ANOMALY PROCESSOR	P	B		N	N	02		1,354,000	1,137,424	281,018	216,576	12/7/2006	O	6/30/2012	

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4600001755	FEDERAL MOGUL DEVA GMBH SCHUL STRASSE 20 STADTALLENDORF, 01 35260 DE	DELIVER GREASELESS BUSHINGS	E	B		F	N	02		695,014	413,386	87,720	281,628	1/23/2007	C		12/31/2011
4600001762	VEOLIA ES TECHNICAL SOLUTIONS LLC 1275 MINERAL SPRINGS DR PORT WASHINGTON, WI 53074-2163 US	DISPOSAL OF SURPLUS/OBSOLETE COMPUTER AND ELECTRONIC EQUIPMENT- ALL FACILITIES	S	B		F	N	04		250,000	57,546	6,728	192,454	2/19/2007	O	12/31/2015	
4600001764	PFM ASSET MANAGEMENT LLC TWO LOGAN SQUARE 18TH & ARCH STREETS - STE 1600 PHILADELPHIA, PA 19103 US	FINANCIAL MANAGEMENT CONSULTING SERVICES	P	B		F	N	01		215,000	140,000	0	75,000	2/14/2007	O	2/13/2012	
4600001766	WARREN & PANZER ENGINEERS PC 228 E 45TH ST NEW YORK, NY 10017 US	ON CALL ASBESTOS AND LEAD CONSULTING STATEWIDE, EXCEPT NIAGARA	P	B		N	N	09		900,000	36,981	0	863,019	2/22/2007	C		3/1/2011
4600001775	SUNGARD AVAILABILITY SERVICES LP 680 E SWEDES FORD RD WAYNE, PA 19087 US	DISASTER RECOVERY SERVICES	S	B		F	N	04		2,400,000	1,592,361	352,581	807,639	3/15/2007	O	6/30/2012	
4600001789	KLEINSCHMIDT ASSOCIATES PA PC PO BOX 650 PITTSFIELD, ME 04967-0650 US	LICENSE IMPLEMENTATION CONSULTANT	P	B		F	N	03		7,150,000	3,845,286	620,446	3,304,714	4/1/2007	O	3/31/2012	

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4600001798	GE PACKAGED POWER INC 15855 JACINTOPORT BLVD HOUSTON, TX 77015 US	EMERGENCY REPAIR SUPPORT SERVICES FOR SCPP'S	S	S			N	N	01	16,000,000	11,657,607	3,909,977	4,342,393	4/1/2007	O	12/31/2012	
4600001800	IRIS POWER LP 3110 AMERICAN DR MISSISSAUGA, ON L4V 1T2 CA	F/D & COMMISSION FLUXTRAC SYSTEM AT BG	E	S			F	N	01	65,140	52,809	32,809	12,331	5/3/2007	C		12/31/2011
4600001805	CAPITAL PRINTING SYSTEMS INC 140 E 45TH ST NEW YORK, NY 10017 US	FINANCIAL PRINTING SERVICES	S	B			N	N	02	360,000	34,279	0	325,721	5/23/2007	O	5/22/2012	
4600001814	INFOTECH GLOBAL INC 371 HOES LANE - STE 104 PISCATAWAY, NJ 08854 US	THIRD PARTY FLEXIBLE BENEFIT ADMINISTRATION SERVICES	S	B			F	Y	03	450,000	333,373	43,104	116,627	7/1/2007	O	6/30/2012	
4600001819	AVF DESIGN INC 600 BRADLEY HILL RD BLAUVELT, NY 10913 US	CAD DRAFTING SERVICES	S	B			N	N	05	75,000	24,249	0	50,751	7/1/2007	O	6/30/2012	
4600001821	UNDERGROUND SYSTEMS INC 84 BUSINESS PARK DR - STE 109 ARMONK, NY 10504-1734 US	STANDBY EMERGENCY SERVICE REPAIR CONTRACT FOR 15KV, 35KV, 115KV,138KV, 230KV & 345KV CABLE SYSTEM THROUGHOUT NYS.	S	B			N	N	03	3,000,000	2,022,268	0	977,732	4/1/2007	C		3/31/2011

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4600001834	PERFORMANCE PROGRAMS INC PO BOX 630 - 840 BOSTON POST RD OLD SAYBROOK, CT 06475 US	HOGAN ASSESSMENT SERIES REPORTS	E	S	1	F	N	01		122,000	42,915	0	79,085	9/1/2007	C		6/30/2011
4600001839	UNITED OIL RECOVERY INC DBA UNITED INDUSTRIAL SERVICES 47 GRACEY MERIDEN, CT 06451 US	TRANSPORT HAZARDOUS WASTE/MATERIALS/UNIVERSAL INDUSTRIAL WASTE	S	B		N	N	02		650,000	273,425	43,498	376,575	10/1/2007	O	12/31/2015	
4600001840	KLEINSCHMIDT ASSOCIATES PA PC PO BOX 650 PITTSFIELD, ME 04967-0650 US	ENGINEERING DESIGN SERVICES FOR THE NICHOLS ISLAND & LITTLE SUCKER BROOK HABITAT IMPROVEMENT PROJECT. AT STL/FDR POWER PROJECT	A	B		F	N	01		579,000	476,567	25,305	102,433	10/1/2007	O	9/30/2012	
4600001841	GENERAL ELECTRIC INTERNATIONAL INC 1 RIVER RD SCHENECTADY, NY 12305-2500 US	REHABILITATION OF THREE MOTOR GENERATOR UNITS AND THREE STARTING MOTORS - BG POWER PROJECT	C	B		N	N	02		9,947,068	8,534,322	155,875	1,412,746	9/26/2007	C		7/11/2011
4600001846	VEOLIA ES TECHNICAL SOLUTIONS LLC 1275 MINERAL SPRINGS DR PORT WASHINGTON, WI 53074-2163 US	RECYCLING OF LIGHT BALLASTS AND LAMP AND DISPOSAL SVCS FOR WASTE GENERATED FOR THE HIGH EFFICIENCY LIGHTING PROGRAM	S	B		N	N	01		1,525,000	1,238,994	656,165	286,006	11/1/2007	C		10/31/2011
4600001862	MOST HEALTHCARE SYSTEMS INC 501 PRESTON AVE VOORHEES, NJ 08043 US	ANNUAL PHYSICALS AT CHARLES POLETTI POWER PLANT.	P	B		N	N	04		80,000	63,971	10,559	16,029	1/1/2008	C		5/24/2011

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4600001865	KUCERA INTERNATIONAL INC 38133 WESTERN PKWY WILLOUGHBY, OH 44094 US	ON CALL PHOTOGRAMMETRIC SURVEYING	P	B		N	N	10		150,000	0	0	150,000	1/1/2008	O	12/31/2012	
4600001866	JAMES W SEWALL CO 147 CENTER ST-PO BOX 433 OLD TOWN, ME 04468 US	ON CALL PHOTOGRAMMETRIC SURVEYING AND MAPPING	P	B		F	N	10		200,000	92,076	57,500	107,924	1/1/2008	O	12/31/2012	
4600001871	EK WARD & ASSOCIATES 4455 TRANSIT RD - STE 3B WILLIAMSVILLE, NY 14221 US	EXECUTIVE COACHING SERVICES	P	B		N	Y	09		500,000	124,573	0	375,427	1/1/2008	O	12/31/2013	
4600001873	ALEXANDER BLDG CORP 690 N BROADWAY WHITE PLAINS, NY 10603 US	GENERAL CONTRACTING SERVICES AT THE AUTHORITY'S CLARENCE D. RAPPLEYEA BUILDING LOCATED IN WHITE PLAINS, NEW YORK	C	B		N	N	05		1,500,000	1,313,202	46,585	186,798	1/1/2008	O	12/31/2012	
4600001874	CONSTRUCTION FORCE SERVICES INC 30-64 WHITESTONE EXPRESSWAY COLLEGE POINT, NY 11354 US	GENERAL CONTRACTING SERVICES AT THE CLARENCE D. RAPPLEYEA BUILDING	C	B		N	N	05		1,500,000	104,618	50,750	1,395,382	1/1/2008	O	12/31/2012	
4600001875	C W BROWN INC 1 LABRIOLA CT ARMONK, NY 10504-1336 US	GENERAL CONTRACTING SERVICES AT THE AUTHORITY'S CLARENCE D. RAPPLEYEA BUILDING LOCATED IN WHITE PLAINS, NEW YORK	C	B		N	Y	05		1,500,000	1,032,185	0	467,815	1/1/2008	O	12/31/2012	

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4600001876	SCULLY CONSTRUCTION LLC 141 LAFAYETTE AVE WHITE PLAINS, NY 10603 US	GENERAL CONTRACTING SERVICES AT THE AUTHORITY'S CLARENCE D. RAPPLEYEA BUILDING LOCATED IN WHITE PLAINS, NEW YORK	C	B		N	N	05		1,500,000	574,998	124,561	925,002	1/1/2008	O	12/31/2012	
4600001879	AERO METRIC INC 45180 BUSINESS CT DULLES, VA 20166-6707 US	ON CALL PHOTOGRAMMETRIC SURVEYING	P	B		F	N	10		100,000	0	0	100,000	1/1/2008	O	12/31/2012	
4600001883	TVGA ENGINEERING SURVEYING PC 620 MAIN ST BUFFALO, NY 14202-1906 US	SURVEY AND MAPPING	S	B		N	N	19		2,300,000	484,395	146,486	1,815,605	1/1/2008	O	12/31/2012	
4600001891	REGASOL USA INC 1927 W MAIN ST STROUDSBURG, PA 18360-1029 US	FURNISH & DELIVER SOLAR THERMAL EQUIPMENT FOR THE HELP PROGRAM	E	B		N	N	02		600,000	141,554	0	458,446	1/23/2008	C		3/22/2011
4600001892	STANTEC CONSULTING SERVICES INC 61 COMMERCIAL ST ROCHESTER, NY 14614-1009 US	SURVEY AND MAPPING	S	B		N	N	19		1,500,000	187,158	39,031	1,312,842	1/1/2008	O	12/31/2012	
4600001893	DANA L DRAKE LS PLLC 393 STATE ROUTE 11B DICKINSON CENTER, NY 12930-2008 US	SURVEY AND MAPPING	S	B		N	N	19		700,000	261,677	107,893	438,323	1/1/2008	O	12/31/2012	

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4600001894	LSI LIGHTRON INC 500 HUDSON VALLEY AVE NEW WINDSOR, NY 12553 US	FURNISH & DELIVER LIGHTING EQUIPMENT FOR ASSORTED SENY PROJECTS	E	B		N	N	18		3,048,923	2,644,197	354,512	404,726	3/3/2008	O	4/30/2012	
4600001895	CT MALE ASSOCIATES PC 50 CENTURY HILL DR LATHAM, NY 12110-0727 US	SURVEY AND MAPPING	S	B		N	N	19		1,500,000	568,170	126,876	931,830	1/1/2008	O	12/31/2012	
4600001896	WESCO DISTRIBUTION INC 60 HOFFMAN AVE HAUPPAUGE, NY 11788-4718 US	FURNISH & DELIVER LIGHTING EQUIPMENT FOR SENY PROJECTS FOR THE HIGH EFFICIENCY LIGHTING PROGRAM	E	B		N	N	18		1,538,269	678,134	12,204	860,135	7/1/2008	C		9/30/2011
4600001897	MERCURY SOLAR SYSTEMS LLC 36 MIDLAND AVE PORT CHESTER, NY 10573-4923 US	F/D/I SOLAR PHOTOVOLTAIC PV SYSTEMS FOR WEST, DELAWARE, HERKIMER & MONROE COUNTIES	E	B		N	N	04		731,000	557,212	10,065	173,788	1/31/2008	O	7/1/2012	
4600001898	TQS RESEARCH INC 3600 MANSELL RD - STE 220 ALPHARETTA, GA 30022 US	CONDUCT CUSTOMER SATISFACTION SURVEYS	P	C		F	N	01		222,000	109,793	0	112,207	2/1/2008	O	1/31/2013	
4600001902	EME CONSULTING ENGINEERING GRP LLC 159 WEST 25TH ST NEW YORK, NY 10001-7203 US	CONDUCT ENERGY AUDITS IN THE FIVE(5)BOROUGHES OF NYC, ROCKLAND WESTCHESTER, ORANGE, ROCKLAND, PUTNAM, SUFFOLK & NASSAU COUNTIES	P	B		N	N	03		10,000,000	761,471	0	9,238,529	2/26/2008	O	2/25/2013	

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4600001903	GENESYS ENGINEERING PC 629 FIFTH AVE - STE 111 PELHAM, NY 10803 US	CONDUCT ENERGY AUDITS IN THE FIVE (5) BOROUGHES OF NYC, ROCKLAND WESTCHESTER, ORANGE, ROCKLAND, PUTNAM, SUFFOLK & NASSAU COUNTIES	P	B		N	N	03		10,000,000	809,536	0	9,190,464	2/26/2008	O	2/25/2013	
4600001905	IRIS POWER LP 3110 AMERICAN DR MISSISSAUGA, ON L4V 1T2 CA	F/D/I/C SIXTEEN FLUX TRAC MONITORING SYSTEM AT ST. LAWRENCE.	E	S		F	N	01		232,520	110,165	74,005	122,355	3/3/2008	O	12/31/2013	
4600001906	CONSOLIDATED EDISON SOLUTIONS INC 100 SUMMITT LAKE DR - STE 410 VALHALLA, NY 10595-1373 US	PROGRAM MANAGEMENT & IMPLEMENTATION SERVICES FOR NYPA'S HIGH EFFICIENCY LIGHTING PROGRAM	C	B		N	N	04		20,000,000	6,209,799	2,846,016	13,790,201	2/26/2008	O	2/25/2013	
4600001907	APPLIED ENERGY MANAGEMENT LIGHTING LLC PO BOX 602137 CHARLOTTE, NC 28260-2137 US	PROGRAM MANAGEMENT & IMPLEMENTATION SERVICES FOR NYPA'S HIGH EFFICIENCY LIGHTING PROGRAM	C	B		F	N	04		20,000,000	5,782,576	1,656,045	14,217,424	2/26/2008	O	2/25/2013	
4600001909	AVOTUS CORP 110 MATHESON BLVD WEST MISSISSAUGA, ON L5R 4G7 CA	TELECOM EXPENSE MANAGEMENT SERVICES	S	B		F	N	05		333,000	295,487	31,150	37,513	3/15/2008	C		4/25/2011
4600001911	KAESER COMPRESSORS INC PO BOX 946 FREDERICKSBURG, VA 22401 US	FURNISH & DELIVER NITROGEN TIRE INFLATION SYSTEM	E	B		N	N	03		1,400,000	88,995	0	1,311,005	3/17/2008	C		3/16/2011

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4600001914	RFJ INSULATION CONTRACTOR INC 232-C ORINOCO DR BRIGHTWATERS, NY 11718 US	NEW INSULATION AND REPAIR EXISTING INSULATION	S	B		N	N	02		600,000	263,470	100,744	336,530	4/1/2008	C		12/31/2011
4600001916	HVB AE POWER SYSTEMS INC 7250 MCGINNIS FERRY RD SUWANEE, GA 30024 US	FABRICATE, FURNISH, DELIVER 13-SFY 230KV CIRCUIT BREAKERS FOR STL/FDR.	E	B		N	N	06		1,611,885	1,394,182	0	217,703	1/4/2008	C		12/31/2011
4600001921	UTC POWER CORP FORMERLY UTC FUEL CELLS 195 GOVERNORS HWY SOUTH WINDSOR, CT 06074 US	F/D/COMMISSION FUEL CELL POWER PLANT SYSTEMS FOR THE WORLD TRADE CENTERS	E	B		F	N	02		17,126,808	7,005,978	0	10,120,830	4/21/2008	O	6/30/2015	
4600001928	MILLER ADVERTISING AGENCY INC 71 5TH AVE NEW YORK, NY 10003 US	RECRUITMENT ADVERTISING SERVICES	P	B		N	N	02		550,000	123,371	0	426,629	4/1/2008	O	3/31/2013	
4600001933	KLEINFELDER EAST INC 1279 ROUTE 200 - 2ND FL NEWBURGH, NY 12550 US	ENVIRONMENTAL COMPLIANCE AUDITING	P	B		N	N	03		295,000	158,000	4,000	137,000	5/7/2008	C		4/28/2011
4600001934	SHAW ENVIRONMENTAL INC 13 BRITISH AMERICAN BLVD LATHAM, NY 12110 US	ENVIRONMENTAL COMPLIANCE AUDITS	P	B		N	N	03		208,300	82,089	8,800	126,211	5/12/2008	C		4/28/2011

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4600001940	KAESER COMPRESSORS INC PO BOX 946 FREDERICKSBURG, VA 22401 US	FURNISH & DELIVER PORTABLE NITROGEN TIRE INFLATION SYSTEM	E	B			N	N	03	500,000	0	0	500,000	5/16/2008	C		5/15/2011
4600001943	AECOM USA INC 605 THIRD AVE NEW YORK, NY 10158-0180 US	PROGRAM MANAGEMENT & IMPLEMENTATION SERVICES FOR THE SOUTHEAST NEW YORK	C	B			N	N	06	230,000,000	105,178,272	52,190,029	124,821,728	6/1/2008	O	5/31/2013	
4600001944	CDM CONSTRUCTORS INC 100 CROSSWAYS PARK W - STE 415 WOODBURY, NY 11797 US	PROGRAM MANAGEMENT & IMPLEMENTATION SERVICES FOR THE SOUTHEAST	C	B			N	N	06	85,000,000	6,921,098	2,404,028	78,078,902	6/1/2008	O	5/31/2013	
4600001945	CHU & GASSMAN CONSULTING ENGINEER PC 50 BROADWAY - STE 1501 NEW YORK, NY 10004 US	PROGRAM MANAGEMENT & IMPLEMENTATION SERVICES FOR THE SOUTHEAST NEW YORK	C	B			F	Y	06	7,677,058	2,952,632	1,955,879	4,724,426	6/1/2008	C		6/30/2011
4600001946	RCM TECHNOLOGIES INC FACILITIES DESIGN & CONSTRUCTION 2500 MCCLELLAN AVE - STE 350 PENNSAUKEN, NJ 08109-4617 US	PROGRAM MANAGEMENT & IMPLEMENTATION SERVICES FOR THE SOUTHEAST NEW YORK	C	B			N	N	06	155,000,000	17,942,201	15,071,945	137,057,799	6/1/2008	O	5/31/2013	
4600001947	GLOBAL OVERHEAD DOORS INC 405 BARRETTO ST BRONX, NY 10474 US	FURNISH, DELIVER & INSTALL RAPID ROLL UP AND/OR STEEL INSULATED GARAGE DOORS	E	B			N	Y	02	1,300,000	579,794	83,360	720,206	6/2/2008	C		4/1/2011

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4600001949	VENTYX ENERGY LLC 2379 GATEWAY OAKS DR - STE 200 SACRAMENTO, CA 95833 US	PERFORM FEASIBILITY ANALYSES, COST ESTIMATES, AND SYSTEM STUDIES FOR GENERATION, TRANSMISSION, AND FUEL SUPPLIES	P	B		N	N	13		114,275	114,275	0	0	7/1/2008	O	4/30/2012	
4600001950	TETRA TECH EC INC 1000 THE AMERICAN RD MORRIS PLAINS, NJ 07950 US	PERFORM FEASIBILITY ANALYSES, COST ESTIMATES, AND SYSTEM STUDIES FOR GENERATION, TRANSMISSION, AND FUEL SUPPLIES	P	B		N	N	13		50,000	47,737	0	2,263	6/5/2008	O	4/29/2012	
4600001951	FULCRUM FACILITIES SERVICES 51 JFK PARKWAY - FLOOR 1W SHORT HILLS, NJ 07078 US	PROGRAM MANAGEMENT & IMPLEMENTATION SERVICES - SOUTHEAST NEW YORK ENERGY SERVICES PROGRAM	C	B		N	N	06		45,000,000	6,897,168	2,217,449	38,102,832	6/1/2008	O	5/31/2013	
4600001952	NAVIGANT CONSULTING INC 1400 OLD COUNTRY RD - STE 402 WESTBURY, NY 11590-5156 US	PERFORM FEASIBILITY ANALYSES, COST ESTIMATES, AND SYSTEM STUDIES FOR GENERATION, TRANSMISSION, AND FUEL SUPPLIES	P	B		N	N	13		3,919,180	3,458,238	278,858	460,942	6/16/2008	O	4/29/2012	
4600001956	UNIVERSAL OFFICE CLEANING INC PO BOX 716 SYOSSET, NY 11791 US	CLEANING SERVICES FOR THE RICHARD M. FLYNN POWER PLANT AND BRENTWOOD SMALL CLEAN POWER PLANT	S	B		N	N	07		150,000	105,449	32,434	44,551	7/1/2008	C		6/30/2011
4600001957	CRA INTERNATIONAL INC 200 CLARENDON ST BOSTON, MA 02116-5092 US	FEASIBILITY ANALYSES, COST ESTIMATES, AND STUDIES FOR GENERATION, TRANSMISSION AND FUEL SUPPLIES	P	B		N	N	13		812,000	610,984	0	201,016	7/1/2008	O	4/29/2012	

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4600001958	AECOM USA INC 605 THIRD AVE NEW YORK, NY 10158-0180 US	ENGINEERING & CONSTRUCTION MANAGEMENT SVCS SENY & UPSTATE PLANTS	A	B		N	N	04		4,982,000	4,419,415	1,655,332	562,585	7/1/2008	C		7/1/2011
4600001959	RCM TECHNOLOGIES INC FACILITIES DESIGN & CONSTRUCTION 2500 MCCLELLAN AVE - STE 350 PENNSAUKEN, NJ 08109-4617 US	ENGINEERING AND CONSTRUCTION MANAGEMENT SERVICES FOR SENY & CONSTRUCTION MANAGEMENT SERVICES FOR UPSTATE FACILITIES	A	B		N	N	04		513,086	508,536	163,616	4,550	7/1/2008	C		9/8/2011
4600001961	ALTRAN SOLUTIONS CORP 2525 ROUTE 130 - STE E CRANBURY, NJ 08512-3513 US	PERFORM FEASIBILITY ANALYSES, COST ESTIMATES, AND SYSTEM STUDIES FOR GENERATION, TRANSMISSION, AND FUEL SUPPLIES	P	B		N	N	13		157,300	131,443	0	25,857	7/21/2008	O	4/29/2012	
4600001966	AMERICAN CRANE CERTIFICATION INC PO BOX 142 BALLSTON SPA, NY 12020 US	ON CALL CRANE INSPECTION AND LIFTING DEVICE INSPECTION	P	B		N	N	02		163,639	85,324	0	78,315	7/28/2008	C		1/1/2011
4600001969	SIEMENS ENERGY INC POWER TECHNOLOGIES INT'L 400 STATE ST SCHENECTADY, NY 12305-2304 US	PERFORM FEASIBILITY ANALYSES, COST ESTIMATES, AND SYSTEM STUDIES FOR GENERATION, TRANSMISSION, AND FUEL SUPPLIES	P	B		N	N	13		478,830	427,168	0	51,662	7/30/2008	O	4/29/2012	
4600001972	CH2M HILL NEW YORK INC 303 PERIMETER CTR NORTH - STE 800 ATLANTA, GA 30346 US	FEASIBILITY ANALYSIS, COST ESTIMATES, AND SYSTEM STUDIES FOR GENERATION, TRANSMISSION, AND FUEL SUPPLIES	P	B		F	N	13		75,000	0	0	75,000	8/4/2008	O	4/29/2012	

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4600001974	ALTRAN SOLUTIONS CORP 2525 ROUTE 130 - STE E CRANBURY, NJ 08512-3513 US	ENGINEERING SERVICES IN SUPPORT OF ENERGY SERVICES PROJECTS	A	B		F	N	15		125,000	44,453	12,303	80,547	6/25/2008	O	6/24/2012	
4600001975	AEROTEK INC 757 3RD AVE - STE 201 NEW YORK, NY 10017 US	HUMAN CAPITAL RECRUITMENT SERVICES	P	B		N	N	04		250,000	85,000	0	165,000	8/1/2008	O	7/31/2013	
4600001976	BGA LLC 99 BAUER DR OAKLAND, NJ 07436 US	ENGINEERING SERVICES IN SUPPORT OF ENERGY SERVICES PROJECTS	A	B		F	N	15		472,337	290,642	32,267	181,695	6/25/2008	O	6/24/2012	
4600001977	SCHUYLER ENGINEERING PC 163 NORTH WELLWOOD AVE - STE 6 LINDENHURST, NY 11757 US	ENGINEERING SERVICES IN SUPPORT OF ENERGY SERVICES PROJECTS	A	B		N	N	15		175,000	150,905	76,576	24,095	6/25/2008	O	6/24/2012	
4600001978	LARKIN ENTERPRISES INC 317 W BROADWAY LINCOLN, ME 04457 US	PROVIDE HUMAN CAPITAL RECRUITMENT SERVICES	P	B		F	N	04		250,000	0	0	250,000	8/1/2008	O	7/31/2013	
4600001979	RECOURSE COMMUNICATIONS INC 550 HERITAGE DR - STE 200 JUPITER, FL 33458 US	HUMAN CAPITAL RECRUITMENT SERVICES	P	B		F	N	04		250,000	0	0	250,000	8/1/2008	O	7/31/2013	

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4600001980	ALEXANDER ASSOC EXECUTIVE SEARCH LLC 22 HERBERT AVE - STE 300 WHITE PLAINS, NY 10606 US	HUMAN CAPITAL RECRUITMENT SERVICES	P	B		N	N	04		250,000	0	0	250,000	8/1/2008	O	7/31/2013	
4600001981	COMMONWEALTH ASSOCIATES INC 2700 W ARGYLE ST - PO BOX 1124 JACKSON, MI 49204-1967 US	PERFORM FEASIBILITY ANALYSES, COST ESTIMATES, AND SYSTEM STUDIES FOR GENERATION, TRANSMISSION, AND FUEL SUPPLIES	P	B		N	N	13		68,900	64,281	977	4,619	8/6/2008	O	4/29/2012	
4600001985	PRES SERVICES LLC 2430 NORTH FOREST RD - STE 106 GETZVILLE, NY 14068 US	PROGRAM MANAGEMENT & IMPLEMENTATION SERVICES FOR THE ENERGY SERVICES STATEWIDE PLAN	C	B		N	N	08		45,000,000	13,433,416	9,272,062	31,566,584	8/1/2008	O	7/31/2013	
4600001986	ENERGY CONSERVATION & SUPPLY 55 WASHINGTON ST STE 302A BROOKLYN, NY 11201 US	FURNISH & DELIVER OCCUPANCY SENSORS & DAYLIGHT DEVICES FOR THE AUTHORITY'S HELP PROJECT	E	B		N	N	02		500,000	68,622	5,499	431,378	9/1/2008	C		9/30/2011
4600001987	SENSOR SWITCH INSTALLATIONS LLC 3 ESSEX SQ ESSEX, CT 06426-1113 US	FURNISH & DELIVER OCCUPANCY SENSORS & DAYLIGHT CONTROL DEVICES FOR THE AUTHORITY'S HELP PROGRAM	E	B		N	N	02		625,000	606,603	109,003	18,397	9/1/2008	C		6/1/2011
4600001994	ADVANCED ENERGY & LIGHTING INC 23 E 10 ST - STE 615 NEW YORK, NY 10003-6137 US	FURNISH & DELIVER SPECULAR REFLECTORS FOR THE HELP PROGRAM	E	B		N	N	03		650,000	252,516	209,681	397,484	9/1/2008	C		9/30/2011

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4600001995	CANDELA SYSTEMS CORP 148 RTE 202 SOMERS, NY 10589 US	FURNISH & DELIVER SPECULAR RETROFIT REFLECTORS UPGRADES FOR TH HELP PROGRAM THROUGHOUT THE STATE OF NEW YORK	E	B		N	Y	03		650,000	32,316	0	617,684	9/1/2008	C		6/1/2011
4600001997	NELSON ASSOCIATES 1 N PARK ROW CLINTON, NY 13323 US	RMNPP NEW NIAGARA WAREHOUSE DESIGN AND CONSTRUCTION SUPPORT	P	B		N	N	06		902,529	881,835	166,731	20,694	9/24/2008	C		12/31/2011
4600001998	PB AMERICAS INC 333 SEVENTH AVE - 15TH FL NEW YORK, NY 10001-5091 US	PROGRAM MANAGEMENT & IMPLEMENTATION SERVICES FOR THE ENERGY SERVICES STATEWIDE PLAN	C	B		N	N	08		45,000,000	15,301,277	7,909,245	29,698,723	8/1/2008	O	7/31/2013	
4600002001	CARRIER CORP 175 CENTRAL AVE - STE 300 FARMINGDALE, NY 11735-6917 US	HVAC EQUIPMENT AND SERVICES AT SENY PLANTS	S	B		N	N	01		1,500,000	655,657	161,746	844,343	10/1/2008	O	9/30/2012	
4600002002	HI TECH AIR CONDITION SERVICES INC 60 OTIS ST WEST BABYLON, NY 11704 US	HVAC EQUIPMENT SERVICES AT RICHARD M.FLYNN POWER PLANT AND BRENTWOOD CLEAN POWER PLANT	S	B		N	N	03		145,000	127,698	79,882	17,302	10/1/2008	C		12/31/2011
4600002004	RCG GLOBAL SERVICES INC 379 THORNALL ST - 14TH FL EDISON, NJ 08837-2225 US	TEMPORARY PROGRAMMING PERSONNEL	S	B		N	N	30		2,110,000	1,971,725	379,072	138,275	9/29/2008	C		9/30/2011

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4600002011	CARLYLE CONSULTING SERVICES INC 641 LEXINGTON AVE - STE 1526 NEW YORK, NY 10022 US	TEMPORARY PROGRAMMING PERSONNEL	S	B			N	N	30	2,507,075	2,270,813	393,208	236,262	9/29/2008	C		9/30/2011
4600002014	DOBLE ENGINEERING CORP 85 WALNUT ST WATERTOWN, MA 02472 US	DOBLE M-SERIES TEST EQUIPMENT & SOFTWARE	S	B			N	N	02	1,500,000	490,713	253,581	1,009,287	11/1/2008	O	10/31/2013	
4600002015	MITCHELL MARTIN INC DBA GARRETT SAYER GROUP 307 W 38TH ST - STE 1305 NEW YORK, NY 10018-9521 US	TEMPORARY PROGRAMMING PERSONNEL	S	B			N	N	30	1,645,000	1,421,212	463,697	223,788	9/29/2008	C		9/30/2011
4600002017	COYNE TEXTILE SERVICES INC 1435 ERIE BLVD SCHENECTADY, NY 12305 US	LEASE OF FIRE RETARDANT CLOTHING FOR ALL SITES	E	B			N	N	04	579,228	560,709	192,181	18,519	1/1/2009	C		12/31/2011
4600002018	AIRGAS SPECIALTY PRODUCTS INC 2530 SEVER RD - STE 300 LAWRENCEVILLE, GA 30043-4022 US	F/D 18-20% AQUEOUS AMMONIA TO THE 500 MW COMBINED CYCLE PLANT AND THE SMALL CLEAN POWER PLANTS (SCPP) FACILITIES	E	B			N	N	02	1,500,000	687,079	291,593	812,921	1/1/2009	C		12/31/2011
4600002019	UNITED RENTALS INC 222 BERGEN TPKE RIDGEFIELD PARK, NJ 07660-2320 US	FURNISH & DELIVER SCAFFOLDING FOR ASSORTED PROJECTS LOCATED THROUGHOUT SOUTHEAST NY	E	B			N	N	01	141,034	20,922	3,640	120,112	11/1/2008	C		3/31/2011

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4600002022	LSI LIGHTRON INC 500 HUDSON VALLEY AVE NEW WINDSOR, NY 12553 US	FURNISH & DELIVER LIGHTING EQUIPMENT FOR SENY PROJECTS INCLUDING FORENSICS LABS AND UNITED NATIONS DEVELOPMENT CORP	E	B		N	N	02		289,558	255,423	-9,935	34,135	11/17/2008	C		3/31/2011
4600002023	ECLARO INTERNATIONAL INC 450 7TH AVE - STE 506 NEW YORK, NY 10123-0506 US	TEMPORARY PROGRAMMING PERSONNEL	S	B		N	Y	30		15,062	15,062	0	0	9/29/2008	C		9/30/2011
4600002027	WESCO DISTRIBUTION INC 60 HOFFMAN AVE HAUPPAUGE, NY 11788-4718 US	FURNISH & DELIVER FLUORESCENT LIGHTING FIXTURES AND T5 LAMPS FOR NYPD FORENSIC LABS AND UNDC PROJECTS	E	B		N	N	02		1,273,000	1,213,202	9,840	59,798	1/1/2009	C		3/31/2011
4600002030	BAYFORCE TECHNOLOGY SOLUTIONS INC 5100 W KENNEDY BLVD - STE 425 TAMPA, FL 33609-1806 US	SAP TEMPORARY PERSONNEL	S	B		N	N	10		707,285	706,200	44,376	1,085	9/29/2008	C		9/30/2011
4600002032	B2B WORKFORCE LP 200 N POINT CNTR E - STE 150 ALPHARETTA, GA 30022 US	SAP TEMPORARY PERSONNEL	S	B		N	N	21		2,246,162	2,208,936	95,272	37,226	9/29/2008	C		9/30/2011
4600002035	HATCH ASSOCIATES CONSULTANTS INC 100 SYLVAN PKWY AMHERST, NY 14228-1146 US	ON CALL ENGINEERING SERVICES	A	B		N	N	11		5,000,000	3,455,745	1,163,469	1,544,255	1/1/2009	O	12/31/2013	

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4600002036	SIEMENS INDUSTRY INC FORMERLY SIEMENS WATER TECH CORP 95 LOWER MORRISVILLE RD FALLSINGTON, PA 19054-1403 US	PROVIDE MOBILE DEMINERALIZED WATER SERVICE AT THE RICHARD M. FLYNN POWER PLANT	E	B		N	N	01		480,000	358,886	156,421	121,114	1/1/2009	C		12/31/2011
4600002038	ADELAIDE ENVIRONMENTAL HEALTH ASSOCIATES INC 1511 ROUTE 22 - STE C24 BREWSTER, NY 10509-4082 US	ASBESTOS PLANNING SERVICES	S	B		N	Y	56		700,000	159,938	159,938	540,062	12/17/2008	O	12/16/2013	
4600002039	EMTEQUE CORP 505 8TH AVE - STE 900 NEW YORK, NY 10018-4546 US	ASBESTOS PLANNING SERVICES	S	B		N	Y	56		800,000	178,028	138,720	621,972	12/17/2008	O	12/16/2013	
4600002040	LIRO ENGINEERS INC 3 AERIAL WAY SYOSSET, NY 11791-5501 US	ASBESTOS AND LEAD ABATEMENT PLANNING SERVICES	P	B		N	N	56		500,000	125,926	58,977	374,074	12/17/2008	O	12/16/2013	
4600002041	PARSONS BRINCKERHOFF QUADE & DOUGLAS INC ONE PENN PLAZA NEW YORK, NY 10119 US	ASBESTOS REMOVAL PLANNING SERVICES	P	B		N	N	56		900,000	445,453	194,788	454,547	12/17/2008	O	12/16/2013	
4600002042	TRC ENVIRONMENTAL CORP 1430 BROADWAY - 10 FL NEW YORK, NY 10018 US	ASBESTOS PLANNING SERVICES	S	B		N	N	05		1,700,000	465,552	413,636	1,234,448	12/17/2008	O	12/16/2013	

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4600002043	WARREN & PANZER ENGINEERS PC 228 E 45TH ST NEW YORK, NY 10017 US	ASBESTOS PLANNING SERVICES	S	B		N	N	05		650,000	102,294	64,744	547,706	12/17/2008	O	12/16/2013	
4600002045	GZA GEOENVIRONMENTAL OF NEW YORK 1 EDGEWATER DR - STE 100 NORWOOD, MA 02062-4691 US	CIVIL & GEOTECHNICAL ENGINEERING SERVICES	A	B		N	N	06		1,500,000	966,358	378,663	533,642	1/1/2009	O	12/31/2013	
4600002046	GREENMAN-PEDERSEN INC 400 RELLA BLVD - STE 207 MONTEBELLO, NY 10901-4256 US	ON CALL ENGINEERING CONTRACT	A	B		N	N	10		800,000	347,318	214,442	452,682	1/1/2009	O	12/31/2013	
4600002047	HARDESTY & HANOVER LLP 1501 BROADWAY NEW YORK, NY 10036-5587 US	CIVIL & GEOTECHNICAL ENGINEERING SERVICES	A	B		N	N	06		500,000	206,166	86,978	293,834	1/1/2009	O	12/31/2013	
4600002051	DELOITTE CONSULTING LLP 333 LUDLOW ST - STE 29 STAMFORD, CT 06902-6993 US	BENEFIT CONSULTING SERVICES	P	B		F	N	05		600,000	327,272	131,250	272,728	1/1/2009	O	12/31/2013	
4600002054	PAUL C RIZZO ENGINEERING - NY PLLC 580 WHITE PLAINS RD - STE 4250 TARRYTOWN, NY 10591-5189 US	CIVIL & GEOTECHNICAL ENGINEERING SERVICES	A	B		N	N	06		500,000	80,047	13,291	419,953	1/1/2009	O	12/31/2013	

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4600002056	SILKROAD TECHNOLOGY INC 102 W 3RD ST - STE 250 WINSTON SALEM, NC 27101-3900 US	RECRUITMENT, APPLICANT TRACKING AND ONBOARD SOLUTION	S	B		N	N	11		150,400	134,321	872	16,079	9/29/2008	O	3/28/2012	
4600002059	PB AMERICAS INC 75 ARLINGTON ST - 4TH FL BOSTON, MA 02116-3936 US	CIVIL & GEOTECHNICAL ENGINEERING SERVICES	A	B		F	N	06		500,000	94,814	38,514	405,186	1/1/2009	O	12/31/2013	
4600002064	COMMONWEALTH ASSOCIATES INC 2700 W ARGYLE ST - PO BOX 1124 JACKSON, MI 49204-1967 US	ON CALL ENGINEERING SERVICES	A	B		F	N	11		190,000	0	0	190,000	12/17/2008	O	12/31/2013	
4600002065	C & S ENGINEERS INC 499 COL EILEEN COLLINS BLVD SYRACUSE, NY 13212-3931 US	ON CALL ENGINEERING SERVICES	A	B		N	N	11		740,000	408,022	225,118	331,978	12/17/2008	O	12/31/2013	
4600002069	TRC ENGINEERS INC 225 GREENFIELD PKWY - STE 203 LIVERPOOL, NY 13088-6667 US	ON CALL ENGINEERING SERVICES	A	B		N	N	11		1,000,000	453,733	111,826	546,267	12/17/2008	O	12/31/2013	
4600002078	CROSS THREAD SOLUTIONS LLC 5734 WESTMINSTER DR SOLON, OH 44139 US	SAP TEMPORARY PERSONNEL	S	B		N	Y	10		505,151	505,151	0	0	9/29/2008	C		9/30/2011

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4600002080	IKON OFFICE SOLUTIONS INC A RICOH COMPANY 701 WESTCHESTER AVE WHITE PLAINS, NY 10604-3002 US	MULTIFUNCTION COPIER/PRINTER/SCAN/FAX DEVICES	E	B	7	N	N	04		1,513,616	1,068,475	98,115	445,141	5/8/2009	O	7/31/2014	
4600002081	CG POWER SOLUTIONS USA INC 403 NEW KARNER RD ALBANY, NY 12205-3809 US	ON CALL ENGINEERING SERVICES CONTRACT	A	B		N	N	11		1,530,000	670,371	374,275	859,629	12/17/2008	O	12/31/2013	
4600002082	INTERNATIONAL CHIMNEY CORP BOX 260 WILLIAMSVILLE, NY 14231-0260 US	NIAGARA POWER PROJECT ABUTMENT SEEPAGE DRAIN REHABILITATION	C	B		N	N	03		1,412,065	941,074	261,622	470,991	4/1/2009	C		12/13/2011
4600002083	SCRUFARI CONSTRUCTION CO INC 3925 HYDE PARK BLVD NIAGARA FALLS, NY 14305-1701 US	NIAGARA POWER PROJECT RIVER INTAKE STRUCTURES REHABILITATION	C	B		N	N	04		6,817,820	6,768,587	154,027	49,233	4/1/2009	C		6/30/2011
4600002084	INFOTECH GLOBAL INC 371 HOES LANE - STE 104 PISCATAWAY, NJ 08854 US	TEMPORARY PROGRAMMING PERSONNEL	S	B		N	Y	30		400,000	348,480	9,344	51,520	9/29/2008	C		9/30/2011
4600002086	BRISTOL HARBOR GROUP INC 103 POPPASQUASH RD BRISTOL, RI 02809-1018 US	ENGINEERING & DESIGN SERVICES FOR NEW LAKE ERIE ICE BOOM BARGE FOR NIAGARA PROJECT	A	B		N	N	06		118,494	106,629	0	11,865	4/1/2009	C		3/31/2011

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4600002090	LEWIS TREE SERVICE INC 300 LUCIUS GORDON DR W HENRIETTA, NY 14586 US	ROW CLEARING CONTRACT	S	B		N	N	03		10,500,000	7,761,215	3,833,485	2,738,785	3/31/2009	O	9/30/2013	
4600002095	WEEDS NO MORE INC PO BOX 236 WALTERSBURG, PA 15488-0236 US	BARE GROUND WEED CONTROL	S	B		N	N	03		300,000	163,616	57,491	136,384	3/31/2009	O	3/31/2013	
4600002101	TRANSDYN INC 4256 HACIENDA DR - STE 100 PLEASANTON, CA 94588-8595 US	TURNKEY WIRELESS CONTROL OF RAIL HEATERS FOR THE NYCT	E	B		F	N	05		5,080,281	3,432,134	812,027	1,648,147	4/1/2009	O	4/15/2012	
4600002103	ENERGYICT INC 101 J MORRIS COMMONS LN - STE 125 MORRISVILLE, NC 27560-8884 US	PROVIDE EQUIPMENT & SERVICES FOR THE END USE METERING PROJECT	S	B		F	N	04		5,000,000	247,967	85,701	4,752,033	4/15/2009	O	4/14/2014	
4600002107	UNIQUE COMP INC 2708 42ND RD LONG ISLAND CITY, NY 11101- 4112 US	TEMPORARY PROGRAMMING PERSONNEL	S	B		N	Y	30		272,000	250,679	165,055	21,321	9/29/2008	C		9/30/2011
4600002108	WESCO DISTRIBUTION INC 60 HOFFMAN AVE HAUPPAUGE, NY 11788-4718 US	FURNISH & DELIVER FLUORESCENT BALLASTS FOR NYP&A'S HIGH EFFICIENCY LIGHTING PROGRAM	E	B		N	N	02		958,907	277,241	94,503	681,666	5/1/2009	O	12/31/2012	

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4600002112	PB AMERICAS INC 75 ARLINGTON ST - 4TH FL BOSTON, MA 02116-3936 US	PROGRAM MANAGEMENT & IMPLEMENTATION SERVICES-SOUTHEAST NEW YORK (SENY) ENERGY SERVICES PROGRAM	C	B		N	N	04		20,000,000	163,989	58,770	19,836,011	5/19/2009	O	2/25/2013	
4600002113	SOURCEONE INC 370 7TH AVE - STE 704 NEW YORK, NY 10001-0013 US	PROGRAM MANAGEMENT & IMPLEMENTATION SERVICES SOUTHEAST NEW YORK (SENY) ENERGY SERVICES PROGRAM	C	B		N	N	04		20,000,000	3,771,773	2,991,699	16,228,227	5/19/2009	O	2/25/2013	
4600002117	WESCO DISTRIBUTION INC 60 HOFFMAN AVE HAUPPAUGE, NY 11788-4718 US	FURNISH & DELIVER FLUORESCENT AND HID LAMPS FOR THE HIGH EFFICIENCY LIGHTING PROGRAM (HELP)	E	B		N	N	04		1,752,250	342,028	129,191	1,410,222	5/1/2009	O	3/1/2012	
4600002118	GEI CONSULTANTS INC 400 UNICORN PARK DR WOBBURN, MA 01801 US	FERC PART 12 INDEPENDENT CONSULTANT DAM SAFETY INSPECTION AND REPORTS	P	B		F	N	04		220,000	29,276	0	190,724	5/20/2009	O	12/30/2013	
4600002121	DA COLLINS CONSTRUCTION CO INC 269 BALLARD RD WILTON, NY 12831-1357 US	BG TAINTER GATE #1 & #3 REFURBISHMENT AND GROUT REPAIR	C	B		N	N	02		2,198,000	1,999,829	143,279	198,171	5/19/2009	C		12/31/2011
4600002122	NORTHLINE UTILITIES LLC 15 SCHOOL LN - STE 200 AU SABLE FORKS, NY 12912 US	BG CIRCUIT BREAKER 3130 AND 3314 REPLACEMENT PROJECT	C	B		N	N	03		604,133	582,653	142,197	21,480	5/22/2009	C		5/21/2011

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4600002124	ROTATOR STAFFING SERVICES INC 557 CRANBURY RD E BRUNSWICK, NJ 08816 US	TEMPORARY ENGINEERING PERSONNEL	S	B			N	N	13	10,298,261	4,944,344	2,084,102	5,353,917	7/1/2009	O	6/30/2014	
4600002125	LJ GONZER ASSOCIATES 14 COMMERCE DR - STE 305 CRANFORD, NJ 07016 US	TEMPORARY ENGINEERING PERSONNEL	S	B			N	N	13	3,150,000	1,429,994	794,747	1,720,006	7/1/2009	O	6/30/2014	
4600002126	EQUA-TECH SERVICES LLC 84 HENRY LEWIS LN RIVERHEAD, NY 11901-5406 US	TEMPORARY ENGINEERING PERSONNEL	S	B			N	N	13	198,261	173,514	112,809	24,747	7/1/2009	C		8/12/2011
4600002127	TECHNOSCOOTS INC 16 SUMMERFIELD DR MONROE, NJ 08831-3276 US	CONSULTING SERVICES TO ASSIST IN IMPLEMENTATION OF AIR PROGRAMS REQUIREMENTS FOR ALL SENY EMISSIONS SOURCES.	S	B			N	N	06	1,000,000	611,409	148,930	388,591	7/1/2009	O	6/30/2012	
4600002131	GOMEZ AND SULLIVAN ENGINEERS PC 288 GENESEE ST UTICA, NY 13502 US	ROW INVENTORY CLASSIFICATION CONTRACT	P	B			N	N	06	950,000	507,727	176,637	442,273	4/1/2009	O	3/31/2013	
4600002132	GLOBAL OVERHEAD DOORS INC 405 BARRETTO ST BRONX, NY 10474 US	FURNISH, DELIVER & INSTALL RAPID ROLL-UP AND/OR STEEL INSULATED GARAGE DOORS	E	B			N	Y	01	2,500,000	0	0	2,500,000	7/14/2009	O	7/13/2012	

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4600002133	OP-TECH ENVIRONMENTAL SERVICES INC 1 ADLER DR EAST SYRACUSE, NY 13057-1223 US	EMERGENCY OIL SPILL RESPONSE AND DISPOSAL SERVICES	S	B		N	N	06		1,000,000	73,971	25,003	926,029	7/15/2009	O	6/30/2014	
4600002134	WENDEL ENERGY SERVICES LLC STE 201 140 JOHN JAMES AUDUBON PKWY AMHERST, NY 14228 US	PROGRAM MANAGEMENT & IMPLEMENTATION SERVICES FOR THE AUTHORITY'S SOUTHEAST NEW YORK (SENY) ENERGY SERVICES PROGRAM	C	B		N	N	10		20,000,000	2,035,212	1,887,638	17,964,788	7/1/2009	O	6/14/2014	
4600002135	PB AMERICAS INC 333 SEVENTH AVE - 15TH FL NEW YORK, NY 10001-5091 US	PROGRAM MANAGEMENT & IMPLEMENTATION SERVICES FOR THE AUTHORITY'S SOUTHEAST NEW YORK (SENY) ENERGY SERVICES PROGRAM	C	B		N	N	10		20,000,000	6,249,499	5,846,868	13,750,501	7/1/2009	O	6/14/2014	
4600002136	RCM TECHNOLOGIES INC FACILITIES DESIGN & CONSTRUCTION 2500 MCCLELLAN AVE - STE 350 PENNSAUKEN, NJ 08109-4617 US	PROGRAM MANAGEMENT & IMPLEMENTATION SERVICES FOR THE AUTHORITY'S SOUTHEAST NEW YORK (SENY) ENERGY SERVICES PROGRAM	C	B		N	N	10		20,000,000	861,909	736,909	19,138,091	7/1/2009	O	6/14/2014	
4600002137	FULCRUM FACILITIES SERVICES 51 JFK PARKWAY - FLOOR 1W SHORT HILLS, NJ 07078 US	PROGRAM MANAGEMENT & IMPLEMENTATION SERVICES FOR THE AUTHORITY'S SOUTHEAST NEW YORK (SENY) ENERGY SERVICES PROGRAM	C	B		N	N	10		20,000,000	857,060	760,550	19,142,940	7/1/2009	O	6/14/2014	
4600002138	APPLIED ENERGY MANAGEMENT INC 16810 KENTON DR - STE 240 HUNTERSVILLE, NC 28078 US	PROGRAM MANAGEMENT & IMPLEMENTATION SERVICES FOR THE AUTHORITY'S SOUTHEAST NEW YORK (SENY) ENERGY SERVICES PROGRAM	C	B		F	N	10		20,000,000	0	0	20,000,000	7/1/2009	C		5/9/2011

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4600002139	MILLENNIUM MAINTENANCE & ELECTRICAL CONTRACTORS INC 64 FREEMAN ST BROOKLYN, NY 11222-1328 US	HELP PROGRAM - SAMPLE AND PROTOTYPE FIXTURES	C	B			N	Y	05	500,000	199,177	99,894	300,823	7/9/2009	C		9/30/2011
4600002141	B & N & K RESTORATION CO INC 223 RANDOLPH AVE CLIFTON, NJ 07011-1330 US	EMERGENCY ASBESTOS ABATEMENT	C	B			N	N	06	50,000	0	0	50,000	8/1/2009	O	7/31/2014	
4600002142	AWS TRUEWIND LLC 463 NEW KARNER RD ALBANY, NY 12205-3880 US	RENEWABLE ENERGY PROGRAM CONSULTING SERVICES	P	B			N	N	13	300,000	226,870	47,655	73,130	7/1/2009	O	6/14/2012	
4600002143	AWS TRUEWIND LLC 463 NEW KARNER RD ALBANY, NY 12205-3880 US	WIND POWER CONSULTING FOR OFFSHORE PROJECTS	P	B			N	N	18	2,000,000	757,263	8,846	1,242,737	6/1/2009	O	5/30/2014	
4600002144	OP-TECH ENVIRONMENTAL SERVICES INC 63 TRADE RD - BLDG 4 MASSENA, NY 13662-2575 US	ASBESTOS ABATEMENT AT NYPA'S FACILITIES	C	B			N	N	06	703,200	236,223	50,962	466,977	8/1/2009	O	7/31/2014	
4600002145	WRS ENVIRONMENTAL SERVICES INC 17 OLD DOCK RD YAPHANK, NY 11980-9702 US	ASBESTOS ABATEMENT AT NYPA FACILITIES	C	B			N	N	06	150,000	0	0	150,000	7/31/2009	O	7/31/2014	

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4600002146	JBH ENVIRONMENTAL INC 194 ATLANTIC AVE GARDEN CITY PARK, NY 11040-5028 US	ASBESTOS ABATEMENT AT NYPA FACILITIES	C	B		N	Y	06		150,000	0	0	150,000	8/1/2009	O	7/31/2014	
4600002147	OPTIMAL ENERGY INC 14 SCHOOL ST BRISTOL, VT 05443 US	ENERGY EFFICIENCY CONSULTING SERVICES	P	B		N	N	13		700,000	507,456	17,274	192,544	7/1/2009	O	6/14/2012	
4600002148	MILLER ENVIRONMENTAL GROUP INC 538 EDWARDS AVE CALVERTON, NY 11933-1636 US	EMERGENCY OIL SPILL RESPONSE AND DISPOSAL SERVICES	S	B		N	N	06		1,500,000	229,828	202,116	1,270,172	7/15/2009	O	6/30/2014	
4600002149	WRS ENVIRONMENTAL SERVICES INC 17 OLD DOCK RD YAPHANK, NY 11980-9702 US	EMERGENCY OIL SPILL RESPONSE AND DISPOSAL SERVICES	S	B		N	N	06		500,000	0	0	500,000	7/15/2009	O	6/30/2014	
4600002151	PRES SERVICES LLC 2430 NORTH FOREST RD - STE 106 GETZVILLE, NY 14068 US	PROGRAM MANAGEMENT & IMPLEMENTATION SERVICES FOR SMALL FACILITIES LOCATED THROUGH OUT THE STATE OF NEW YORK	C	B		N	N	05		10,000,000	526,000	6,000	9,474,000	7/1/2009	O	6/30/2014	
4600002152	WENDEL ENERGY SERVICES LLC STE 201 140 JOHN JAMES AUDUBON PKWY AMHERST, NY 14228 US	PROGRAM MANAGEMENT & IMPLEMENTATION SERVICES FOR SMALL FACILITIES LOCATED THROUGHOUT THE STATE OF NEW YORK	C	B		N	N	05		10,000,000	553,500	0	9,446,500	7/1/2009	O	6/30/2014	

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4600002153	SOURCEONE INC 370 7TH AVE - STE 704 NEW YORK, NY 10001-0013 US	PROGRAM MANAGEMENT & IMPLEMENTATION SERVICES FOR SMALL FACILITIES THROUGHOUT THE STATE OF NEW YORK	C	B		N	N	05		10,000,000	405,014	39,014	9,594,986	7/1/2009	O	6/30/2014	
4600002154	HATCH ASSOCIATES CONSULTANTS INC 100 SYLVAN PKWY AMHERST, NY 14228-1146 US	ON CALL WIND POWER CONSULTING	P	B		N	N	18		2,000,000	400,628	20,367	1,599,372	7/1/2009	O	6/30/2014	
4600002155	GRAY & PAPE INC 60 VALLEY ST - STE 103 PROVIDENCE, RI 02909-7418 US	CULTURAL RESOURCES SERVICES	P	B		F	N	86		125,000	0	0	125,000	8/19/2009	O	8/18/2014	
4600002156	NATIONAL VACUUM CORP 408 47TH ST NIAGARA FALLS, NY 14304-2102 US	EMERGENCY OIL SPILL RESPONSE & DISPOSAL SVCS	S	B		N	N	06		500,000	0	0	500,000	8/26/2009	O	6/30/2014	
4600002158	NASCO CONSTRUCTION SERVICES INC 200 BUSINESS PARK DR ARMONK, NY 10504-1700 US	COST ESTIMATING & SCHEDULING SERVICES	S	B		N	Y	16		300,000	23,602	0	276,398	9/1/2009	O	8/31/2014	
4600002159	SCHUYLER ENGINEERING PC 163 NORTH WELLWOOD AVE - STE 6 LINDENHURST, NY 11757 US	NEW YORK CITY DEPT. OF BUILDINGS CONSULTING SERVICES	P	B		N	N	03		50,000	608	0	49,392	7/1/2009	O	6/30/2012	

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4600002160	LJ GONZER ASSOCIATES 14 COMMERCE DR - STE 305 CRANFORD, NJ 07016 US	CONSTRUCTION MANAGEMENT PERSONNEL	S	B		F	N	07		1,750,000	0	0	1,750,000	10/1/2009	O	9/20/2014	
4600002161	RCM TECHNOLOGIES INC FACILITIES DESIGN & CONSTRUCTION 2500 MCCLELLAN AVE - STE 350 PENNSAUKEN, NJ 08109-4617 US	CONSTRUCTION MANAGEMENT PERSONNEL	S	B		F	N	07		1,750,000	244,251	144,859	1,505,749	10/1/2009	O	9/30/2014	
4600002162	HILL INTERNATIONAL INC 303 LIPPINCOTT CENTRE - STE 102 MARLTON, NJ 08053 US	CONSTRUCTION MANAGEMENT PERSONNEL	S	B		F	N	07		1,750,000	277,325	167,811	1,472,675	10/1/2009	O	9/30/2014	
4600002163	INDUSTRIAL STAFFING SERVICES INC 557 CRANBURY RD - STE 19 EAST BRUNSWICK, NJ 08816- 5419 US	CONSTRUCTION MANAGEMENT PERSONNEL	S	B		F	Y	07		1,750,000	0	0	1,750,000	10/1/2009	O	9/30/2014	
4600002164	LONGO ELECTRICAL MECHANICAL INC ONE HARRY SHUPE BLVD WHARTON, NJ 07885 US	MOTOR REPAIR INCLUDING INSPECTION, OVERHAUL, REWIND AND REPORTS ON 100-10,000HP MOTORS AT THE AUTHORITY 500MW PLANT	S	B		N	N	02		312,000	238,763	100,429	73,237	10/1/2009	O	9/30/2012	
4600002165	RUSSELL REID INC 200 SMITH ST - PO BOX 130 KEASBEY, NJ 08832-1159 US	TRANSPORTATION AND HAULING OF WASTE WATER AND BIOMASS SLUDGE FROM THE RICHARD M.FLYNN POWER PLANT	S	B		F	N	03		500,000	159,095	80,734	340,905	10/1/2009	O	9/30/2012	

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4600002166	HELIMAX ENERGIE INC 4100 MOLSON ST - STE 100 MONTREAL, PQ H1Y 3N1 CA	WIND POWER PROJECTS CONSULTING SERVICES	P	B		F	N	18		500,000	144,042	64,400	355,958	7/1/2009	O	6/30/2014	
4600002167	ESS GROUP INC 401 WAMPANOAG TRL - STE 400 RIVERSIDE, RI 02915 US	WIND POWER PROJECTS CONSULTING SERVICES	P	B		F	N	18		500,000	0	0	500,000	7/1/2009	O	6/30/2014	
4600002168	LANDMARK ARCHAEOLOGY INC 6242 HAWES RD ALTAMONT, NY 12009-4606 US	CULTURAL RESOURCES SERVICES	P	B		N	Y	86		125,000	6,750	6,750	118,250	8/19/2009	O	8/18/2014	
4600002169	ATRINOVA INC 7219 HANOVER PKWY - STE B GREENBELT, MD 20770-2021 US	SAP TEMPORARY PERSONNEL	S	B		N	N	10		175,000	168,950	0	6,050	9/29/2008	C		9/30/2011
4600002170	HARTGEN ARCHEOLOGICAL ASSOC INC 1744 WASHINGTON AVE EXTENSION RENSSELAER, NY 12144 US	CULTURAL RESOURCES SERVICES	P	B		N	N	86		125,000	72,794	35,198	52,206	8/19/2009	O	8/18/2014	
4600002171	MILLENNIUM POWER SERVICES INC 80 MAINLINE DR WESTFIELD, MA 01085-3314 US	REPAIR VALVES AT THE AUTHORITY'S POLETTI, 500MW, FLYNN AND SCPP THROUGHOUT THE NYC METRO AREA	S	B		F	N	03		500,000	124,813	61,111	375,187	10/1/2009	O	9/30/2012	

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4600002172	VHB ENGINEERING SURVEYING & LANDSCAPE ARCHITECTURE PC 2150 JOSHUAS PATH - STE 300 HAUPPAUGE, NY 11788-4765 US	CULTURAL RESOURCES SERVICES	P	B		N	N	86		125,000	27,142	21,958	97,858	8/19/2009	O	8/18/2014	
4600002174	TRC ENVIRONMENTAL CORP 9056 CHEVROLET DR ELLCOTT CITY, MD 21042 US	CULTURAL RESOURCES SERVICES	P	B		F	N	86		125,000	0	0	125,000	8/19/2009	O	8/18/2014	
4600002175	ATLANTIC TESTING LAB LTD BOX 29 - CANTON-POTSDAM RD CANTON, NY 13617 US	ST.LAWRENCE POWER PROJECT-TESTING & INSPECTION SERVICES	S	B		N	N	01		316,443	53,437	19,807	263,006	1/1/2010	O	12/31/2014	
4600002177	AMERICAN ELECTRICAL TESTING CO INC 480 NEPONSET ST - BLDG 3 CANTON, MA 02021-1971 US	ON CALL SWITCHYARD MAINTENANCE SERVICE	S	B		F	N	04		3,000,000	1,515,014	991,617	1,484,986	10/1/2009	O	9/30/2014	
4600002180	LIRO PROGRAM & CONST MANGMT PC 3 AERIAL WAY SYOSSET, NY 11791-5501 US	COST ESTIMATING & SCHEDULING SERVICES	P	B		N	N	16		300,000	0	0	300,000	10/1/2009	O	9/30/2014	
4600002181	BAER & ASSOCIATES LLC 2495 MAIN ST - STE 470 BUFFALO, NY 14214-2154 US	COST ESTIMATING & SCHEDULING SERVICES	P	B		N	N	16		300,000	11,900	11,900	288,100	10/1/2009	O	9/30/2014	

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4600002182	HILL INTERNATIONAL INC 303 LIPPINCOTT CENTRE - STE 102 MARLTON, NJ 08053 US	COST ESTIMATING & SCHEDULING SERVICES	P	B		N	N	16		300,000	9,777	0	290,223	10/1/2009	O	9/30/2014	
4600002183	MONROE STAFFING SERVICES LLC PO BOX 187 MONROE, CT 06468-0187 US	TEMPORARY PROGRAMMING PERSONNEL	S	B		N	N	30		300,000	267,408	214,807	32,592	10/1/2009	C		9/30/2011
4600002190	SIEMENS INDUSTRY INC FORMERLY SIEMENS WATER TECH CORP 95 LOWER MORRISVILLE RD FALLSINGTON, PA 19054-1403 US	DEMINERALIZED WATER AGREEMENT BETWEEN NYPA AND SIEMENS WTR.TECH	E	B		N	N	02		1,500,000	494,853	241,185	1,005,147	1/4/2010	O	12/31/2014	
4600002191	SIEMENS INDUSTRY INC FORMERLY SIEMENS WATER TECH CORP 95 LOWER MORRISVILLE RD FALLSINGTON, PA 19054-1403 US	DEMIN WATER LEASE AGREEMENT BETWEEN NYPA AND SIEMENS WATER TECH.	E	B		N	N	03		4,500,000	1,131,157	549,108	3,368,843	1/4/2010	O	12/31/2014	
4600002192	HOLZMACHER MCLENDON & MURRELL PC 575 BROAD HOLLOW RD MELVILLE, NY 11747-5076 US	H2M TO PROVIDE SENY SAMPLINGS AT THE AUTHORITY'S SENY FACILITIES	S	B		N	N	06		350,000	262,870	165,963	87,130	1/4/2010	O	12/31/2012	
4600002193	MILLER ENVIRONMENTAL GROUP INC 538 EDWARDS AVE CALVERTON, NY 11933-1636 US	PROVIDE GENERAL ENVIRONMENTAL SERVICES FOR SENY FACILITIES	S	B		N	N	06		1,224,599	1,145,712	395,787	78,887	1/4/2010	O	12/31/2012	

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4600002194	WRS ENVIRONMENTAL SERVICES INC 17 OLD DOCK RD YAPHANK, NY 11980-9702 US	GENERAL ENVIRONMENTAL SERVICES	S	B		N	N	06		100,001	11,839	11,839	88,162	1/4/2010	O	12/31/2012	
4600002195	KONECRANES INC 1020 LEHIGH STATION RD HENRIETTA, NY 14467-9369 US	CRANE UPGRADE, DESIGN AND INSTALLATION, MAINTENANCE, REPAIR AND INSPECTION SERVICES	S	B		N	N	07		1,125,000	311,470	200,549	813,530	1/1/2010	O	12/31/2014	
4600002197	WESCO DISTRIBUTION INC 60 HOFFMAN AVE HAUPPAUGE, NY 11788-4718 US	FURNISH & DELIVER FLUORESCENT AND HID LIGHTING EQUIPMENT FOR SENY PROJECTS	E	B		N	N	05		394,776	35,177	21,712	359,599	1/1/2010	O	12/31/2012	
4600002199	ABB INC 308 DRIVE 14 CLEVELAND, NY 13042-3101 US	SWITCHYARD MAINTENANCE SERVICES	S	B		N	N	04		2,000,000	338,749	325,925	1,661,251	10/1/2009	O	9/30/2014	
4600002202	EMPIRE GOVERNMENT STRATEGIES 707 WESTCHESTER AVE - STE 302 WHITE PLAINS, NY 10604-3100 US	PUBLIC OUTREACH AND STRATEGIC COMMUNICATIONS SERVICES	P	B		N	N	11		31,000	29,828	10,738	1,172	1/1/2010	O	12/31/2014	
4600002203	MJ BRADLEY & ASSOCIATES LLC 14 PENN PLAZA - STE 2208 NEW YORK, NY 10122 US	PUBLIC OUTREACH AND STRATEGIC COMMUNICATIONS SERVICES	P	B		N	N	11		27,500	27,500	0	0	1/1/2010	O	12/31/2014	

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4600002204	ZIMMERMAN EDELSON INC 5 BOND ST - STE 1 GREAT NECK, NY 11021-2440 US	PUBLIC OUTREACH AND STRATEGIC COMMUNICATIONS SERVICES	P	B		N	N	11		144,000	51,938	10,665	92,062	1/1/2010	O	12/31/2014	
4600002206	NEOTECRA INC 90 JOHN ST - RM 504 NEW YORK, NY 10038-3241 US	TEMPORARY PROGRAMMING PERSONNEL	S	B		N	N	30		255,000	235,738	89,164	19,262	10/1/2009	C		9/30/2011
4600002208	MACRODYNE INC 1 FAIRCHILD SQUARE - STE 5 CLIFTON PARK, NY 12065 US	MAINTENANCE OF PMU SYSTEM - CEC	S	S		N	N	01		250,000	55,204	5,848	194,796	1/1/2010	O	12/31/2014	
4600002209	STONE & WEBSTER ENGINEERING NY PC 100 TECHNOLOGY CENTER DR STOUGHTON, MA 02072 US	DESIGN AND ENGINEERING SUPPORT SERVICES	A	S		N	N	01		250,000	0	0	250,000	1/1/2010	O	12/31/2012	
4600002210	PHOENIX EQUIPMENT CORP 158 2ND ST PERTH AMBOY, NJ 08861-4610 US	POLETTI FAIR MARKET VALUATION SERVICES	P	B	5	N	N	03		50,000	20,650	0	29,350	1/4/2010	C		1/3/2011
4600002213	HO PENN MACHINERY CO INC 122 NOXON RD POUGHKEEPSIE, NY 12603-2940 US	GRAND CENTRAL TERMINAL DIESEL GENERATORS	E	B		N	N	03		2,472,160	1,246,863	192,963	1,225,297	1/12/2010	O	6/30/2012	

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4600002214	LSI LIGHTRON INC 500 HUDSON VALLEY AVE NEW WINDSOR, NY 12553 US	HELP - FURNISH & DELIVER FLUORESCENT AND HID LIGHTING FIXTURES FOR ASSORTED SENY PROJECTS	E	B		N	N	04		856,788	60,290	49,002	796,498	1/1/2010	O	12/31/2012	
4600002217	APOGEE TRANSLITE INC 593 ACORN ST DEER PARK, NY 11729-3617 US	FURNISH & DELIVER T8, T5 FLUORESCENT LIGHTING EQUIPMENT FOR ASSORTED SENY PROJECTS	E	B		N	N	05		178,000	129,250	0	48,750	1/1/2010	O	3/1/2012	
4600002218	DA COLLINS CONSTRUCTION CO INC 269 BALLARD RD WILTON, NY 12831-1357 US	TRASH RAKES REPLACEMENT PROJECT AT CRESCENT/VISCHER FERRY POWER PROJECTS	E	B		N	N	02		1,207,651	1,136,851	1,127,400	70,800	2/1/2010	O	2/29/2012	
4600002219	GRAMERCY GROUP INC 123 FROST ST - STE A202 WESTBURY, NY 11590 US	DECONSTRUCTION OF THE DEMIN WATER PLANT AT POLETTI	C	B		N	N	07		672,184	514,108	479,311	158,076	2/2/2010	C		2/1/2011
4600002220	MID-ISLAND ELECTRICAL SALES CORP DBA MID-ISLAND ELECTRICAL SUPPLY 59 MALL DR - PO BOX 9027 COMMACK, NY 11725-9027 US	FURNISH, DELIVER T5, T8 FLUORESCENT LIGHTING EQUIPMENT FOR ASSORTED SENY PROJECTS	E	B		N	Y	05		398,307	15,661	15,661	382,646	1/1/2010	O	12/31/2012	
4600002221	DNV RENEWABLES (USA) INC 1809 7TH AVE - STE 900 SEATTLE, WA 98101-1330 US	WIND POWER CONSULTING SERVICES	P	B		F	N	18		105,000	90,939	468	14,061	7/1/2009	O	6/14/2014	

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4600002222	RDS INDUSTRIES INC 4301 162ND ST FLUSHING, NY 11358-3107 US	SERVICES IN SUPPORT OF THE OPERATION AND MAINTENANCE OF SOLAR PHOTOVOLTAIC (PV) SYSTEMS	S	B		N	N	02		500,000	214,703	79,035	285,297	2/10/2010	O	1/31/2013	
4600002223	MERCURY SOLAR SYSTEMS LLC 36 MIDLAND AVE PORT CHESTER, NY 10573-4923 US	SERVICES IN SUPPORT OF THE OPERATION AND MAINTENANCE OF SOLAR PHOTOVOLTAIC (PV) SYSTEMS	S	B		N	N	02		475,000	37,196	37,196	437,804	2/10/2010	O	1/31/2013	
4600002224	NAVIGANT CONSULTING INC 1180 PEACHTREE ST NE - STE 1900 ATLANTA, GA 30309 US	MANAGEMENT CONSULTING SERVICES FOR THE AUTHORITY'S EXECUTIVE OFFICES	P	B		N	N	10		377,238	326,806	7,764	50,432	2/17/2010	C		2/16/2011
4600002225	CUSTOMER CARE NETWORK INC 665 RIVER KNOLL DR SE MARIETTA, GA 30067-4748 US	MANAGEMENT CONSULTING SERVICES FOR THE AUTHORITY'S EXECUTIVE OFFICES	P	B		N	N	10		240,000	143,509	0	96,491	2/17/2010	C		2/16/2011
4600002226	PA CONSULTING GROUP INC 1700 LINCOLN ST - STE 4600 DENVER, CO 80203 US	MANAGEMENT CONSULTING SERVICES FOR EXECUTIVE OFFICES	P	B		N	N	10		372,763	324,783	0	47,980	2/17/2010	C		2/16/2011
4600002228	RDS INDUSTRIES INC 4301 162ND ST FLUSHING, NY 11358-3107 US	SERVICES IN SUPPORT OF THE OPERATION AND MAINTENANCE OF SOLAR PHOTOVOLTAIC (PV) SYSTEMS	S	B		N	N	02		475,000	0	0	475,000	2/1/2010	O	1/31/2013	

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4600002237	EMTEQUE CORP 505 8TH AVE - STE 900 NEW YORK, NY 10018-4546 US	ASBESTOS ABATEMENT PROJECT MONITORING AT CHARLES POLETTI POWER PLANT	P	B			N	Y	18	87,300	31,420	31,420	55,880	3/22/2010	C		3/21/2011
4600002238	WALTER T GORMAN PE, PC 115-14 BEACH CHANNEL DR ROCKAWAY PARK, NY 11694 US	PERMITTING SERVICES BETWEEN THE AUTHORITY & WALTER T. GORMAN.	P	B			N	N	02	350,000	266,772	163,494	83,228	4/1/2010	O	3/31/2013	
4600002239	AON FIRE PROTECTION ENGINEERING OF ILLINOIS PC 1600 SUMMER ST - 6TH FL STAMFORD, CT 06905-5125 US	PERMITTING SERVICES WITH SCHIRMER ENGINEERING	P	B			N	N	02	50,000	0	0	50,000	4/1/2010	O	3/31/2013	
4600002242	PROCUREMENT SERVICES CONSULTING INC 1090 KING GEORGES POST RD - STE 708 EDISON, NJ 08837-3722 US	FIELD QC/QA INSPECTIONS & EXPEDITING	P	B			N	N	03	34,000	15,698	15,698	18,302	4/1/2010	C		3/31/2011
4600002243	PB AMERICAS INC 75 ARLINGTON ST - 4TH FL BOSTON, MA 02116-3936 US	FERC PART 12 INSPECTION	P	B			N	N	04	192,750	39,369	3,925	153,381	4/1/2010	O	5/19/2014	
4600002245	SIMMERS CRANE DESIGN & SERVICES CO 1134 SALEM PKWY SALEM, OH 44460-1063 US	NIAGARA POWER PROJECT 30 TON GANTRY CRANE UPGRADE AND REFURBISHMENT	C	B			F	N	04	1,878,614	1,769,422	1,234,728	109,192	3/25/2010	O	3/24/2012	

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4600002254	SIEMENS ENERGY INC 10900 WAYZATA BLVD - STE 400 MINNETONKA, MN 55305-5602 US	CEC - ENERGY MANAGEMENT SOFTWARE (EMS) - 2010 - 2015 - UPGRADES	P	S	9	F	N	01		6,225,000	56,000	0	6,169,000	5/3/2010	O	12/31/2015	
4600002258	ALLIED BIOLOGICAL INC OF NEW JERSEY 580 ROCKPORT RD HACKETTSTOWN, NJ 07840-5225 US	NIAGARA POWER PROJECT-INVASIVE SPECIES CONTROL	P	B			N	02		293,000	123,248	81,623	169,752	9/1/2010	O	8/31/2012	
4600002261	DELPHI STRATEGIC STAFFING LLC 1440 BROADWAY - STE 2310 NEW YORK, NY 10018-2301 US	TEMPORARY PROGRAMMING PERSONNEL	S	B			N	30		7,600	7,600	0	0	5/17/2010	C		9/30/2011
4600002264	ROTATOR STAFFING SERVICES INC 557 CRANBURY RD E BRUNSWICK, NJ 08816 US	DESIGNING & DRAFTING PERSONNEL	S	B			N	09		4,052,851	615,743	447,617	3,437,108	7/1/2010	O	6/30/2015	
4600002265	HEPCO INC 160 PEHLE AVE - STE 202 SADDLE BROOK, NJ 07663-5295 US	TEMPORARY DESIGN AND DRAFTING PERSONNEL	S	B			N	09		644,299	644,295	448,680	4	7/1/2010	C		8/12/2011
4600002266	LJ GONZER ASSOCIATES 14 COMMERCE DR - STE 305 CRANFORD, NJ 07016 US	TEMPORARY DESIGNING & DRAFTING	S	B			N	09		2,802,851	79,557	79,557	2,723,294	7/1/2010	O	6/30/2015	

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4600002267	EQUA-TECH SERVICES LLC 84 HENRY LEWIS LN RIVERHEAD, NY 11901 US	TEMPORARY DESIGN AND DRAFTING PERSONNEL	S	B			N	N	09		1,250,000	0	0	1,250,000	7/1/2010	C		8/12/2011
4600002268	WENDEL ENERGY SERVICES LLC STE 201 140 JOHN JAMES AUDUBON PKWY AMHERST, NY 14228 US	PROGRAM MANAGEMENT AND IMPLEMENTATION SERVICES - STATEWIDE	C	B			N	N	11		20,000,000	5,000	5,000	19,995,000	5/26/2010	O	5/25/2015	
4600002273	GUTH-DECONZO CONSULTING ENGINEERS PC 242 W 30TH ST - 9TH FL NEW YORK, NY 10001-4903 US	PROGRAM MANAGEMENT & IMPLEMENTATION SERVICES FOR THE ENERGY SERVICES STATEWIDE PLAN	C	B			N	N	11		20,000,000	45,922	45,922	19,954,078	5/26/2010	O	5/25/2015	
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	0	0	10,000,000	5/26/2010	O	5/25/2015	
4600002279	GREENMAN-PEDERSEN INC 400 RELLA BLVD - STE 207 MONTEBELLO, NY 10901-4256 US	NACE COATING CONSULTANT SERVICE	S	B			N	N	05		500,000	28,287	28,287	471,713	7/1/2010	O	6/30/2015	
4600002281	EDM INTERNATIONAL INC 4001 AUTOMATION WAY FORT COLLINS, CO 80525-3479 US	SAGOMETER MAINTENANCE	S	S	9		N	N	01		75,000	18,750	18,750	56,250	7/2/2010	O	6/30/2014	
4600002284	ORRICK HERRINGTON & SUTCLIFFE LLP 666 FIFTH AVE NEW YORK, NY 10103-0001 US	LEGAL COUNSEL FOR UNDERWRITER SERVICES	L	B			N	N	12		400,000	0	0	400,000	6/1/2010	O	5/25/2012	

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4600002285	INFORMATION TECHNOLOGY CORP OF THE TRI STATES 174 STATE RT 17 N ROCHELLE PARK, NJ 07662-4011 US	APPLE MAC CONSULTING - MAINTENANCE & SUPPORT - PUBLIC AFFAIRS	S	B		N	N	03		210,000	133,653	67,709	76,347	8/2/2010	O	8/1/2013	
4600002286	GONZALEZ SAGGIO & HARLAN LLP 350 FIFTH AVE - 59TH FL NEW YORK, NY 10118-5999 US	LEGAL COUNSEL FOR BOND AND UNDERWRITER COUNSEL SERVICES	L	B		N	Y	12		700,000	0	0	700,000	6/1/2010	O	5/25/2012	
4600002288	HAWKINS DELAFIELD & WOOD LLP ONE CHASE MANHATTAN PLAZA NEW YORK, NY 10005-1401 US	LEGAL COUNSEL FOR BOND SERVICES	L	B		N	N	12		1,100,000	670,850	580,412	429,150	7/20/2010	O	5/25/2012	
4600002289	NIXON PEABODY LLP 437 MADISON AVE NEW YORK, NY 10022-7001 US	LEGAL COUNSEL FOR DISCLOSURE COUNSEL SERVICES	L	B		N	N	12		400,000	0	0	400,000	7/20/2010	O	5/25/2012	
4600002290	RIVKIN RADLER LLP ATTORNEYS AT LAW 926 RXR PLZ UNIONDALE, NY 11556-3823 US	LEGAL COUNSEL FOR ONGOING GENERAL LEGAL SERVICES	L	B		N	N	30		350,000	0	0	350,000	7/20/2010	O	5/25/2013	
4600002291	JINPAN INTERNATIONAL USA LIMITED DBA JST INTERNATIONAL 390 VETERANS BLVD CARLSTADT, NJ 07072-2704 US	MNR GCT PLM/STANDBY GENERATION UPGRADE - TRANSFORMERS	E	B		N	N	04		214,170	133,856	101,731	80,314	7/15/2010	O	6/30/2012	

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4600002292	SCHOEMAN UPDIKE & KAUFMAN LLP 60 E 42ND ST - 39TH FL NEW YORK, NY 10165-0049 US	LEGAL COUNSEL FOR ONGOING GENERAL LEGAL SERVICES	L	B		N	Y	30		300,000	0	0	300,000	7/20/2010	O	5/25/2013	
4600002293	VAN NESS FELDMAN PC 1050 THOMAS JEFFERSON ST NW WASHINGTON, DC 20007-3877 US	LEGAL COUNSEL FOR ENERGY LEGAL SERVICES	L	B		F	N	19		800,000	206,429	89,631	593,571	6/1/2010	O	5/25/2013	
4600002294	TROUTMAN SANDERS LLP ATTORNEYS AT LAW 401 9TH ST NW - STE 1000 WASHINGTON, DC 20004-2146 US	LEGAL COUNSEL FOR ENERGY LEGAL SERVICES	L	B		F	N	19		800,000	474,171	344,148	325,829	6/1/2010	O	5/25/2013	
4600002295	MERCER THOMPSON LLC 191 PEACHTREE ST NE - STE 4410 ATLANTA, GA 30303-1756 US	LEGAL COUNSEL FOR ENERGY LEGAL SERVICES	L	B		F	N	19		300,000	0	0	300,000	7/20/2010	O	5/25/2013	
4600002297	NAVIGANT CONSULTING INC 1400 OLD COUNTRY RD - STE 402 WESTBURY, NY 11590-5156 US	CONSULTANT SERVICES TO ASSIST NYPA'S RSC GROUP IN NERC RELIABILITY STANDARDS	P	B		N	N	08		1,954,385	1,772,721	515,500	181,664	7/1/2010	O	6/30/2015	
4600002299	SYSTEM OPERATIONS SUCCESS INT'L LLC 10715 SIKES PL - STE 114 CHARLOTTE, NC 28277-8175 US	SERVICES TO ASSIST RSC GROUP FOR NERC RELIABILITY STANDARDS	P	B		F	N	08		43,000	18,234	18,234	24,766	7/1/2010	O	6/30/2015	

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4600002301	QUANTA TECHNOLOGY LLC 4020 WESTCHASE BLVD - STE 300 RALEIGH, NC 20607-3960 US	NERC RELIABILITY STANDARDS CONSULTING SERVICES	P	B		F	N	08		111,340	84,689	68,301	26,651	7/1/2010	O	6/30/2015	
4600002304	HOLLAND & KNIGHT LLP 31 W 52ND ST NEW YORK, NY 10019 US	LEGAL COUNSEL FOR ONGOING GENERAL LEGAL SERVICES	L	B		F	N	30		3,500,000	12,252	10,818	3,487,748	6/1/2010	O	5/25/2013	
4600002305	HOLLAND & KNIGHT LLP 31 W 52ND ST NEW YORK, NY 10019 US	LEGAL COUNSEL FOR ENERGY LEGAL SERVICES	L	B		F	N	19		1,300,000	510,532	336,673	789,468	6/1/2010	O	5/25/2013	
4600002306	RUSKIN MOSCOU FALTISCHEK PC 1425 RXR PLZ - EAST TOWER - 15TH FL UNIONDALE, NY 11556-3807 US	LEGAL COUNSEL FOR ENERGY LEGAL SERVICES	L	B		N	N	19		300,000	9,439	9,439	290,561	7/23/2010	O	5/25/2013	
4600002307	RUSKIN MOSCOU FALTISCHEK PC 1425 RXR PLZ - EAST TOWER - 15TH FL UNIONDALE, NY 11556-3807 US	LEGAL COUNSEL FOR ONGOING GENERAL LEGAL SERVICES	L	B		N	N	30		300,000	0	0	300,000	6/23/2010	O	5/25/2013	
4600002308	NIXON PEABODY LLP 437 MADISON AVE NEW YORK, NY 10022-7001 US	LEGAL COUNSEL FOR ONGOING GENERAL LEGAL SERVICES	L	B		N	N	30		400,000	29,305	26,227	370,695	7/27/2010	O	5/25/2013	
4600002309	NIXON PEABODY LLP 437 MADISON AVE NEW YORK, NY 10022-7001 US	LEGAL COUNSEL FOR ENERGY LEGAL SERVICES	L	B		F	N	19		300,000	2,689	2,689	297,311	7/28/2010	O	5/25/2013	

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4600002310	RDS INDUSTRIES INC 4301 162ND ST FLUSHING, NY 11358-3107 US	DESIGN, FABRICATION, DELIVERY & INSTALLATION OF SOLAR PHOTOVOLTAIC(PV) SYSTEMS	C	B		N	N	04		850,000	263,138	263,138	586,862	7/1/2010	O	6/30/2015	
4600002311	SOLAR LIBERTY ENERGY SYSTEMS INC 6500 SHERIDAN DR - STE 120 BUFFALO, NY 14221-4845 US	DESIGN, FABRICATION, DELIVERY & INSTALLATION OF SOLAR PHOTOVOLTAIC(PV) SYSTEMS	C	B		N	N	04		850,000	369,790	369,790	480,210	7/1/2010	O	6/30/2015	
4600002312	CARTER LEDYARD & MILBURN 2 WALL ST NEW YORK, NY 10005 US	LEGAL COUNSEL FOR ONGOING GENERAL LEGAL SERVICES	L	B		N	N	30		350,000	0	0	350,000	7/28/2010	O	5/25/2013	
4600002313	REISMAN PEIREZ & REISMAN LLP 1305 FRANKLIN AVE - STE 270 GARDEN CITY, NY 11530-7902 US	LEGAL COUNSEL FOR ONGOING GENERAL LEGAL SERVICES	L	B		N	N	30		200,000	0	0	200,000	7/28/2010	O	5/28/2013	
4600002314	WHITEMAN OSTERMAN & HANNA LLP ATTORNEYS AT LAW 1 COMMERCE PLZ ALBANY, NY 12260-1000 US	LEGAL COUNSEL FOR ONGOING GENERAL LEGAL SERVICES	L	B		N	N	30		300,000	76,180	74,291	223,820	7/28/2010	O	5/28/2013	
4600002315	HITACHI POWER SYSTEMS AMERICA LTD 645 MARTINSVILLE RD BASKING RIDGE, NJ 07920-4701 US	LPGP LEM -PUMP TURBINE UPGRADE, ACCESSORY REPLACEMENT AND UNIT OVERHAUL	C	B		F	N	06		115,474,590	3,368,845	3,136,195	112,105,745	7/28/2010	O	12/31/2020	

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4600002316	HOHL INDUSTRIAL SERVICES INC 770 RIVERVIEW BLVD TONAWANDA, NY 14150-7880 US	INTAKE GATES AND DRAFT TUBE GATES REFURBISHMENT	S	B			N	Y	07	13,578,685	782,579	634,685	12,796,106	7/28/2010	O	12/30/2023	
4600002317	AECOM USA INC 605 THIRD AVE NEW YORK, NY 10158-0180 US	PROGRAM MANAGEMENT & IMPLEMENTATION SERVICES FOR THE ENERGY SERVICES STATEWIDE PLAN	C	B			N	N	11	20,000,000	7,500	7,500	19,992,500	5/26/2010	O	5/25/2015	
4600002319	CARCO GROUP INC 5000 CORPORATE CT - STE 203 HOLTSVILLE, NY 11742 US	BACKGROUND INVESTIGATION SERVICES	S	C			N	N	09	1,500,000	562,802	379,053	937,198	7/1/2010	O	6/30/2015	
4600002321	MUNICIPAL TESTING LABORATORY INC 375 RABRO DR - PO BOX 14124 HAUPPAUGE, NY 11788-4227 US	SPECIAL INSPECTION & LABORATORY TESTING SERVICES	P	B			N	N	03	2,500,000	53,362	53,362	2,446,638	8/26/2010	O	8/25/2015	
4600002322	SIRINA PROTECTION SYSTEMS CORP 118 W 27TH ST - 3RD FL NEW YORK, NY 10001-6236 US	WATER MIST FIRE PROTECTION SYSTEM AT BLENHEIM-GILBOA VISITOR CENTER	E	B			N	N	01	680,000	521,540	521,540	158,460	8/31/2010	O	1/31/2012	
4600002323	FULBRIGHT & JAWORSKI LLP 666 FIFTH AVE - 31ST FL NEW YORK, NY 10103-0001 US	LEGAL COUNSEL FOR ENERGY LEGAL SERVICES	L	B			N	N	19	200,000	0	0	200,000	9/1/2010	O	5/25/2013	

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4600002326	UNITED SUPPLY SYSTEMS 350 MICHAEL DR SYOSSET, NY 11791-5307 US	WHITE PLAINS OFFICE - JANITORIAL SUPPLIES	E	B		N	N	04		375,000	81,040	74,551	293,960	11/1/2010	O	10/31/2015	
4600002328	OP-TECH ENVIRONMENTAL SERVICES INC 1 ADLER DR EAST SYRACUSE, NY 13057-1223 US	ABATEMENT/CLEANING OF ROTOR POLE ASSEMBLY AT ST. LAWRENCE POWER PROJECT	C	B		N	N	04		314,107	198,911	198,911	115,196	10/1/2010	O	9/30/2012	
4600002329	TRI-STATE PAINTING INC DBA NEW ENGLAND PAINTING UNIT 2 612 W MAIN ST - PO BOX 1240 TILTON, NH 03276-1240 US	UNITS 24, 19 & 20 - ABATEMENT/CLEANING OF PAINT OF LEM PROJECT AT ST. LAWRENCE POWER PROJECT	C	B		F	N	05		1,222,724	954,000	553,242	268,724	10/1/2010	O	9/30/2012	
4600002330	DAY & ZIMMERMANN NPS INC 1818 MARKET ST PHILADELPHIA, PA 19103 US	GENERAL MAINTENANCE SERVICES FOR THE 500 MW, RICHARD M. FLYNN AND SMALL CLEAN POWER PLANTS	S	B		F	N	02		15,000,000	3,176,384	3,176,384	11,823,616	11/1/2010	O	10/31/2015	
4600002332	EPIC CONTRACTING OF ORCHARD PARK INC 3576 S BENZING RD ORCHARD PARK, NY 14127-1703 US	LONG TERM ASBESTOS ABATEMENT PROJECT AT NIAGARA POWER PROJECT	S	B		N	N	03		865,720	570,429	570,429	295,291	10/6/2010	O	9/30/2013	
4600002335	MITCHELL MARTIN INC dba GARRETT SAYER GROUP 307 W 38TH ST - STE 1305 NEW YORK, NY 10018-9521 US	SAP TEMPORARY PROGRAMMING PERSONNEL	S	B		N	N	11		500,000	354,460	330,160	145,540	10/1/2010	O	9/30/2012	

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4600002336	ASI GROUP LTD PO BOX 2205 - 250 MARTINDALE RD ST CATHARINES, ON L2R 7R8 CA	NIA - DRAFT TUBE SLAB INSPECTION SERVICES	P	B			N	N	01	1,006,210	985,335	985,335	20,875	11/2/2010	C		11/1/2011
4600002338	UNIVERSAL TESTING & INSPECTION SERV INC 73 OTIS ST WEST BABYLON, NY 11704-1445 US	SPECIAL INSPECTION AND LABORATORY SERVICES	P	B			N	N	03	2,500,000	0	0	2,500,000	10/1/2010	O	9/30/2015	
4600002339	T Y LIN INTERNATIONAL ENGINEERING ARCHITECTURE & LAND SURVEYING PC 255 EAST AVE ROCHESTER, NY 14604-2625 US	ON-CALL COMPLIANCE ENGINEERS	S	B			N	N	08	425,000	0	0	425,000	10/1/2010	O	9/30/2015	
4600002340	COLDEN CORP 5842 HERITAGE LANDING DR EAST SYRACUSE, NY 13057-9359 US	INDUSTRIAL HYGIENE/OCCUPATIONAL HEALTH AND SAFETY SERVICES	S	B			N	N	03	2,200,000	147,213	147,213	2,052,787	11/22/2010	O	12/14/2015	
4600002342	GOMEZ AND SULLIVAN ENGINEERS PC 288 GENESEE ST UTICA, NY 13502 US	BG RELICENSING CONSULTING SERVICES	P	B			N	N	04	802,934	37,738	37,738	765,196	11/29/2010	O	11/28/2015	
4600002348	WESCO DISTRIBUTION INC 60 HOFFMAN AVE HAUPPAUGE, NY 11788-4718 US	PROVIDE FLUORESCENT, HID AND ENCORE LIGHTING FIXTURES AND EQUIPMENT FOR SENY PROJECTS	E	B			N	N	03	2,613,711	597,663	597,663	2,016,048	1/1/2011	O	12/31/2012	

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4600002350	MG MCLAREN PC 100 SNAKE HILL RD WEST NYACK, NY 10994 US	UNDERWATER INSPECTION SERVICES	S	B		N	N	10		500,000	0	0	500,000	1/3/2011	O	12/30/2015	
4600002351	BIDCO MARINE GROUP INC 131 INDUSTRIAL DR GRAND ISLAND, NY 14072-1218 US	UNDERWATER INSPECTION SERVICES	S	B		N	N	10		1,500,000	115,449	115,449	1,384,551	1/3/2011	O	12/30/2015	
4600002352	SJB SERVICES INC 5167 SOUTH PARK AVE HAMBURG, NY 14075 US	NIAGARA POWER PROJECT - ON-CALL TESTING	S	B		N	N	04		400,000	8,738	8,738	391,262	1/1/2011	O	12/31/2015	
4600002353	BGA LLC 99 BAUER DR OAKLAND, NJ 07436 US	ENGINEERING SERVICES IN SUPPORT OF ENERGY SERVICES AND DISTRIBUTED GENERATION PROJECTS	A	B		F	N	29		400,000	0	0	400,000	1/3/2011	O	1/2/2016	
4600002355	RCM TECHNOLOGIES INC FACILITIES DESIGN & CONSTRUCTION 2500 MCCLELLAN AVE - STE 350 PENNSAUKEN, NJ 08109-4617 US	PROVIDE ENGINEERING SERVICES FOR ENERGY SERVICES & DISTRIBUTED GENERATION PROJECTS	A	B		F	N	29		400,000	0	0	400,000	1/3/2011	O	1/2/2016	
4600002356	MID ISLAND ELECTRIC SALES CORP 59 MALL DR - PO BOX 9027 COMMACK, NY 11725-9027 US	PROVIDE LIGHTING EQUIPMENT FOR THE HELP PROGRAM.	E	B		N	Y	03		167,611	0	0	167,611	1/1/2011	O	12/31/2012	

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4600002357	LUCIUS PITKIN INC 304 HUDSON ST - 4TH FL NEW YORK, NY 10013-1015 US	ON-CALL FAILURE ANALYSIS METALLURGICAL EXAMINATION AND TESTING SERVICES	P	B		N	N	03		550,000	55,025	55,025	494,975	1/1/2011	O	12/31/2015	
4600002358	RUDELL & ASSOCIATES INC 1111 40TH AVE LONG ISLAND CITY, NY 11101- 6106 US	PROVIDE ENGINEERING SERVICES IN SUPPORT OF ENERGY SERVICES AND DISTRIBUTED GENERATION PROJECTS	A	B		N	Y	29		400,000	0	0	400,000	1/3/2011	O	1/2/2016	
4600002359	ALTRAN SOLUTIONS CORP 2525 ROUTE 130 - STE E CRANBURY, NJ 08512-3513 US	ENGINEERING SERVICES IN SUPPORT OF ENERGY SERVICES AND DISTRIBUTED GENERATION PROJECTS	A	B		F	N	29		400,000	0	0	400,000	1/3/2011	O	1/2/2016	
4600002360	SENSOR SWITCH INSTALLATIONS LLC 3 ESSEX SQ ESSEX, CT 06426-1113 US	PROVIDE OCCUPANCY SENSORS AND DAYLIGHT CONTROL DEVICES	E	B		N	N	03		500,000	46,671	46,671	453,329	1/1/2011	O	12/31/2012	
4600002361	ENERGY CONSERVATION & SUPPLY 55 WASHINGTON ST STE 302A BROOKLYN, NY 11201 US	PROVIDE OCCUPANCY SENSORS AND DAYLIGHT CONTROL DEVICES FOR THE POWER AUTHORITY'S HELP PROJECTS	E	B		N	N	03		500,000	128,588	128,588	371,412	1/1/2011	O	12/31/2012	
4600002362	THE BRATTLE GROUP 44 BRATTLE ST CAMBRIDGE, MA 02138-3736 US	RISK MANAGEMENT CONSULTING SERVICES	P	B		F	N	09		350,000	189,589	189,589	160,411	1/1/2011	O	12/31/2014	

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4600002363	PA CONSULTING GROUP INC 1700 LINCOLN ST - STE 4600 DENVER, CO 80203 US	RISK MANAGEMENT CONSULTING SERVICES	P	B		F	N	09		250,000	30,000	30,000	220,000	1/1/2011	O	12/31/2014	
4600002364	RISK CENTRIX LLC 225 GOOD HOPE RD BLUFFTON, SC 29909-3106 US	RISK MANAGEMENT CONSULTING SERVICES	P	B		F	N	09		250,000	134,650	134,650	115,350	1/1/2011	O	12/31/2014	
4600002365	PACE GLOBAL ENERGY RISK MANAGEMENT 4401 FAIR LAKES CT - STE 400 FAIRFAX, VA 22033-3848 US	RISK MANAGEMENT CONSULTING SERVICES	P	B		F	N	09		250,000	0	0	250,000	1/1/2011	O	12/31/2014	
4600002366	RMG FINANCIAL CONSULTING INC 813 EAST BALLARD COLBERT, WA 99005 US	RISK MANAGEMENT CONSULTING SERVICES	P	B		F	N	09		250,000	8,000	8,000	242,000	1/1/2011	O	12/31/2014	
4600002367	SAPTA GLOBAL INC DBA ZEN41T 267 AMBOY AVE WOODBRIIDGE, NJ 07095-2803 US	SAP TEMPORARY PROGRAMMING PERSONNEL	S	B		N	Y	99		300,000	159,840	159,840	140,160	1/10/2011	O	9/30/2012	
4600002368	WM GROUP ENGINEERS PC 370 7TH AVE - STE 701 NEW YORK, NY 10001-3913 US	PROVIDE ENGINEERING SERVICES FOR ENERGY SERVICES & DISTRIBUTED GENERATION PROJECTS	A	B		N	Y	29		400,000	0	0	400,000	1/3/2011	O	1/2/2016	
4600002369	VENTYX ENERGY LLC 2379 GATEWAY OAKS DR - STE 200 SACRAMENTO, CA 95833 US	MAINTENANCE AND SERVICES - NMARKET SOFTWARE	S	B		N	N	02		490,594	0	0	490,594	7/8/2009	O	6/30/2012	

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4600002370	APOGEE TRANSLITE INC 593 ACORN ST DEER PARK, NY 11729-3617 US	LIGHTING EQUIPMENT FOR ASSORTED PROJECTS THROUGHOUT SOUTHEAST NEW YORK	E	B		N	N	03		249,850	141,300	141,300	108,550	3/1/2011	O	2/28/2012	
4600002371	WESCO DISTRIBUTION INC 60 HOFFMAN AVE HAUPPAUGE, NY 11788-4718 US	LIGHTING EQUIPMENT FOR ASSORTED PROJECTS THROUGHOUT SOUTHEAST NEW YORK	E	B		N	N	03		33,818	32,160	32,160	1,658	3/1/2011	O	2/28/2012	
4600002372	MID ISLAND ELECTRIC SALES CORP 59 MALL DR - PO BOX 9027 COMMACK, NY 11725-9027 US	FLUORESCENT, LED AND HID LIGHTING EQUIPMENT FOR ASSORTED SENY PROJECTS	E	B		N	Y	03		86,918	6,365	6,365	80,553	3/1/2011	O	2/28/2012	
4600002373	CANDELA SYSTEMS CORP 148 RTE 202 SOMERS, NY 10589 US	SPECULAR RETROFIT REFLECTORS KITS ON AN AS NEEDED BASIS THROUGHOUT NEW YORK STATE	E	B		N	Y	02		650,000	0	0	650,000	3/1/2011	O	2/28/2012	
4600002374	ADVANCED ENERGY & LIGHTING INC 23 E 10 ST - STE 615 NEW YORK, NY 10003-6137 US	SPECULAR REFLECTOR RETROFIT KITS FOR PROJECTS THROUGHOUT NEW YORK STATE	E	B		N	N	02		650,000	18,403	18,403	631,597	3/1/2011	O	2/28/2012	
4600002375	RCM TECHNOLOGIES INC FACILITIES DESIGN & CONSTRUCTION 2500 MCCLELLAN AVE - STE 350 PENNSAUKEN, NJ 08109-4617 US	ON CALL ENGINEERING CONTRACT AT NYPA POWER PROJECTS	A	B		F	N	11		500,000	41,265	41,265	458,735	2/10/2011	O	12/31/2013	

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4600002378	GOMEZ AND SULLIVAN ENGINEERS PC 288 GENESEE ST UTICA, NY 13502 US	B-G PUMPED STORAGE PLANT - FERC PART 12D DAM SAFETY INSPECTION &REPORT	P	B		N	N	06		230,000	20,090	20,090	209,910	5/25/2010	O	12/31/2014	
4600002381	NAVIGANT CONSULTING INC 1180 PEACHTREE ST NE - STE 1900 ATLANTA, GA 30309 US	MANAGEMENT CONSULTING SERVICES FOR THE EXECUTIVE OFFICES	P	B		N	N	05		390,000	0	0	390,000	3/28/2011	O	3/27/2012	
4600002382	CUSTOMER CARE NETWORK INC 665 RIVER KNOLL DR SE MARIETTA, GA 30067-4748 US	MANAGEMENT CONSULTING SERVICES FOR THE EXECUTIVE OFFICE	P	B		N	N	05		200,000	40,068	40,068	159,932	3/28/2011	O	3/27/2012	
4600002383	PA CONSULTING GROUP INC 1700 LINCOLN ST - STE 4600 DENVER, CO 80203 US	MANAGEMENT CONSULTING SERVICES FOR THE EXECUTIVE OFFICE	P	B		N	N	05		200,000	0	0	200,000	3/28/2011	O	3/27/2012	
4600002384	PACE GLOBAL ENERGY RISK MANAGEMENT 4401 FAIR LAKES CT - STE 400 FAIRFAX, VA 22033-3848 US	ENERGY COMMODITY RISK ANALYSIS SOFTWARE SOLUTION	E	B		F	N	06		1,400,000	283,894	283,894	1,116,106	4/1/2011	O	3/31/2015	
4600002387	ENERGY INITIATIVES GROUP LLC STE 102 176 WORCESTER PROVIDENCE TP SUTTON, MA 01590-1901 US	MANAGEMENT CONSULTING SERVICES	P	B		N	N	05		200,000	0	0	200,000	3/28/2011	O	3/27/2012	

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4600002391	TEST PRODUCTS INC (TPI) 302 NEW MILL LANE EXTON, PA 19341 US	STATION BATTERY TESTING	S	B		N	N	03		325,000	20,460	20,460	304,540	4/1/2011	O	3/31/2016	
4600002392	BLACK & VEATCH NEW YORK LLP 11401 LAMAR AVE OVERLAND PARK, KS 66211-1508 US	GENERAL ELECTRIC RATE CONSULTING SERVICES	P	B		N	N	06		2,000,000	126,950	126,950	1,873,050	4/1/2011	O	3/31/2016	
4600002394	WELSBACH ELECTRIC CORP 111-01 14TH AVE COLLEGE POINT, NY 11356-0252 US	POTHEAD REPLACEMENT PROJECT AT NIAGARA LPGP LEM PROJECT	C	B		N	N	03		2,957,390	202,760	202,760	2,754,630	4/7/2011	O	4/29/2013	
4600002396	FERGUSON ELECTRIC CONSTRUCTION CO INC 333 ELLICOTT ST BUFFALO, NY 14203-1618 US	GENERATOR STEP UP TRANSFORMER INSTALLATION AT NIAGARA LPGP LEM PROJECT	C	B		N	N	03		4,045,000	1,439,951	1,439,951	2,605,049	4/4/2011	O	4/29/2013	
4600002397	SIMMERS CRANE DESIGN & SERVICES CO 1134 SALEM PKWY SALEM, OH 44460-1063 US	100 TON OVERHEAD TRAVELLING CRANE REFURBISHMENT AND UPGRADES AT THE NIAGARA POWER PROJECT LEWISTON PUMP GENERATING PLANT	C	B		N	N	03		1,330,578	612,343	612,343	718,235	5/4/2011	O	2/10/2012	
4600002398	KELLY & HAYES ELECT SUPPLY INC 66 SOUTHERN BLVD NESCONSET, NY 11767-1092 US	FURNISH & DELIVER FLUORESCENT AND LED LIGHTING EQUIPMENT FOR ASSORTED SENY PROJECTS	E	B		N	N	04		988,710	23,184	23,184	965,526	5/9/2011	O	5/8/2012	

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4600002399	L B ELECTRIC SUPPLY CO INC 5202 NEW UTRECHT AVE BROOKLYN, NY 11219-3899 US	PROVIDE LED LIGHTING EQUIPMENT FOR ASSORTED SENY PROJECTS AND JFK BUILDING NO. 14	E	B		N	Y	05		73,300	0	0	73,300	6/1/2011	O	5/31/2012	
4600002400	CASTLE POWER SOLUTIONS LLC 22 HUDSON FALLS RD - STE B SOUTH GLENS FALLS, NY 12803-5067 US	POWER FACTOR CORRECTIONS & POWER QUALITY IMPROVEMENTS	C	B		N	N	03		100,000	0	0	100,000	4/1/2011	O	3/31/2016	
4600002401	RENOVA LIGHTING SYSTEMS INC 20 MIDDLESEX RD MANSFIELD, MA 02048-1828 US	PROVIDE FLUORESCENT LIGHTING EQUIPMENT FOR JFK BUILDING NO. 14 AND ASSORTED SENY PROJECTS	E	B		N	N	03		234,948	48,286	48,286	186,662	5/16/2011	O	5/15/2012	
4600002405	URS CORP ONE PENN PLAZA - SE 610 NEW YORK, NY 10119-0698 US	CONSULTING FOR ENVIRONMENTAL, HEALTH AND SAFETY AUDITS AT NYPA OPERATING FACILITIES	P	B		N	N	13		375,000	0	0	375,000	6/8/2011	O	6/7/2016	
4600002406	SHAW ENVIRONMENTAL INC 13 BRITISH AMERICAN BLVD LATHAM, NY 12110 US	CONSULTING FOR ENVIRONMENTAL, HEALTH AND SAFETY AUDITS AT NYPA OPERATING FACILITIES	P	B		N	N	13		375,000	19,500	19,500	355,500	6/8/2011	O	6/7/2016	
4600002409	UNIVERSAL OFFICE CLEANING INC PO BOX 716 SYOSSET, NY 11791 US	JANITORIAL SERVICES FOR NYPA'S FLYNN AND BRENTWOOD FACILITIES	S	B		N	N	09		160,000	0	0	160,000	7/1/2011	O	6/30/2014	

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4600002410	EDBAUER CONSTRUCTION 2790 CLINTON ST WEST SENECA, NY 14224 US	NIAGARA POWER PROJECT ROADWAY BRIDGES EXPANSION JOINT REPLACEMENT	C	B		N	N	05		2,171,287	472,973	472,973	1,698,314	6/29/2011	O	11/29/2013	
4600002411	GOMEZ AND SULLIVAN ENGINEERS PC 288 GENESEE ST UTICA, NY 13502 US	PART 12 FERC DAM SAFETY INSPECTION AND REPORT FOR THE CRESCENT AND VISCHER FERRY HYDROELECTRIC PROJECTS	P	B		N	N	06		206,000	21,280	21,280	184,720	6/30/2011	O	6/29/2015	
4600002414	ALSTOM POWER INC 7901 SOUTHPARK PLZ - STE 110 LITTLETON, CO 80120-4505 US	RMNPP UNITS 2 AND 13 STANDARDIZATION	C	B		F	N	02		8,316,537	0	0	8,316,537	7/1/2011	O	6/30/2013	
4600002419	ALSTOM GRID INC DISCONNECT SWITCHES DIV 11 GUTTMAN BLVD CHARLEROI, PA 15022 US	765 KV MODIFICATIONS	E	B		F	N	02		3,079,112	0	0	3,079,112	7/7/2011	O	12/31/2014	
4600002424	BEST LED GROUP DBA FOR ZIO ENTERPRISES INC 1300 VETERANS HWY - STE 120 HAUPPAUGE, NY 11788-3063 US	FURNISH & DELIVER LIGHTING EQUIPMENT FOR THE PROJECT AT RANAQUA GARAGE AND SENY PROJECTS	E	B		N	N	02		41,990	10,302	10,302	31,688	8/1/2011	O	7/31/2012	
4600002425	KONECRANES INC 1020 LEHIGH STATION RD HENRIETTA, NY 14467-9369 US	OSHA ANNUAL CRANE AND FLEET INSPECTION SERVICES	P	B		N	N	01		375,000	2,073	2,073	372,927	7/20/2011	O	7/19/2016	

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4600002426	LJ GONZER ASSOCIATES 14 COMMERCE DR - STE 305 CRANFORD, NJ 07016 US	DESIGN AND DRAFTING SERVICES FOR ENERGY SERVICES PROJECTS	S	B		F	N	08		50,000	0	0	50,000	7/1/2011	O	6/30/2016	
4600002427	CDM CONSTRUCTORS INC 100 CROSSWAYS PARK W - STE 415 WOODBURY, NY 11797 US	DESIGN AND DRAFTING SERVICES FOR ENERGY SERVICES PROJECTS	C	B		N	N	08		50,000	0	0	50,000	7/1/2011	O	6/30/2016	
4600002428	REGASOL USA INC 1927 W MAIN ST STROUDSBURG, PA 18360-1029 US	FURNISH & DELIVER SOLAR THERMAL EQUIPMENT FOR THE NYPA'S ENERGY SERVICES PROJECTS	E	B		N	N	04		1,350,000	32,628	32,628	1,317,372	8/5/2011	O	8/4/2014	
4600002429	D J H MECHANICAL SERVICES INC 155 E KINGSBRIDGE RD MOUNT VERNON, NY 10550-4929 US	FURNISH & DELIVER SOLAR THERMAL EQUIPMENT FOR NYPA'S VARIOUS ENERGY SERVICES PROJECTS	E	B		N	Y	04		250,000	0	0	250,000	8/5/2011	O	8/4/2014	
4600002430	EME CONSULTING ENGINEERING GRP LLC 159 WEST 25TH ST NEW YORK, NY 10001-7203 US	RETRO-COMMISSIONING, THIRD PARTY COMMISSIONING AND PROJECT IMPLEMENTATION SERVICES	C	B		N	N	09		2,500,000	0	0	2,500,000	9/7/2011	O	7/31/2014	
4600002431	WSP FLACK + KURTZ 512 7TH AVE NEW YORK, NY 10018 US	RETRO-COMMISSIONING, THIRD PARTY COMMISSIONING AND PROJECT IMPLEMENTATION SERVICES	C	B		F	N	09		2,500,000	0	0	2,500,000	9/7/2011	O	7/31/2014	

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4600002432	HORIZON ENGINEERING ASSOCIATES LLP MICHAEL ENGLISH 30 BROAD ST - 15TH FL NEW YORK, NY 10004 US	RETRO-COMMISSIONING, THIRD PARTY COMMISSIONING AND PROJECT IMPLEMENTATION SERVICES	C	B		N	N	09		2,500,000	0	0	2,500,000	9/7/2011	O	7/31/2014	
4600002435	MILLENNIUM MAINTENANCE & ELECTRICAL CONTRACTORS INC 64 FREEMAN ST BROOKLYN, NY 11222-1328 US	ELECTRICAL LIGHTING INSTALLATION SERVICES FOR SAMPLES AT VARIOUS NYPA PROJECT SITS	C	B		N	Y	03		600,000	4,088	4,088	595,912	10/1/2011	O	9/30/2012	
4600002436	EATON CORP 690 RAHWAY AVE UNION, NJ 07083-6632 US	CONTROL SYSTEM INTEGRATION PROJECT AT LEWISTON PUMP GENERATING PLANT	C	C		F	N	05		10,913,941	0	0	10,913,941	9/27/2011	O	11/27/2020	
4600002438	TRC ENGINEERS INC 215 GREENFIELD PKWY - STE 102 LIVERPOOL, NY 13088-6651 US	ON CALL ENGINEERING SERVICES	A	B		F	N	23		2,500,000	0	0	2,500,000	10/1/2011	O	9/30/2015	
4600002439	GREENMAN-PEDERSEN INC 400 RELLA BLVD - STE 207 MONTEBELLO, NY 10901-4256 US	ON CALL ENGINEERING SERVICES	A	B		N	N	23		2,500,000	0	0	2,500,000	10/1/2011	O	9/30/2015	
4600002440	AECOM USA INC 605 THIRD AVE NEW YORK, NY 10158-0180 US	ON CALL ENGINEERING SERVICES	A	B		N	N	23		2,500,000	0	0	2,500,000	10/1/2011	O	9/30/2015	

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4600002441	STONE & WEBSTER ENGINEERING NY PC 100 TECHNOLOGY CENTER DR STOUGHTON, MA 02072 US	ON CALL ENGINEERING SERVICES	A	B		F	N	23		2,500,000	0	0	2,500,000	10/1/2011	O	9/30/2015	
4600002442	MONROE STAFFING SERVICES LLC PO BOX 187 MONROE, CT 06468-0187 US	IT TEMPORARY PERSONNEL	S	B		N	N	45		300,000	50,633	50,633	249,367	10/1/2011	O	9/30/2014	
4600002447	MILLER ENVIRONMENTAL GROUP INC 538 EDWARDS AVE CALVERTON, NY 11933-1636 US	GENERAL ENVIRONMENTAL SERVICES FOR THE AUTHORITY'S SENY POWER PLANTS	S	B		N	N	05		5,000,000	23,113	23,113	4,976,887	10/1/2011	O	9/30/2016	
4600002448	ALLSTATE POWER VAC INC 928 E HAZELWOOD AVE RAHWAY, NJ 07065 US	ALLSTATE POWER VAC, INC. TO PROVIDE GENERAL ENVIRONMENTAL SERVICES FOR THE AUTHORITY'S SENY POWER PLANTS	S	B		N	N	05		2,500,000	0	0	2,500,000	10/1/2011	O	9/30/2016	
4600002449	MITCHELL MARTIN INC DBA GARRETT SAYER GROUP 307 W 38TH ST - STE 1305 NEW YORK, NY 10018-9521 US	IT TEMPORARY PERSONNEL	S	B		N	N	45		1,700,000	4,508	4,508	1,695,492	10/1/2011	O	9/30/2014	
4600002450	UNIQUE COMP INC 2708 42ND RD LONG ISLAND CITY, NY 11101-4112 US	IT TEMPORARY PERSONNEL	S	B		N	Y	45		300,000	0	0	300,000	10/1/2011	O	9/30/2014	

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4600002451	CARLYLE CONSULTING SERVICES INC 641 LEXINGTON AVE - STE 1526 NEW YORK, NY 10022 US	IT TEMPORARY PERSONNEL	S	B			N	N	45	2,500,000	0	0	2,500,000	10/1/2011	O	9/30/2014	
4600002452	VEOLIA ES TECHNICAL SOLUTIONS LLC	RECYCLING OF LIGHT BALLASTS AND LAMPS AND DISPOSAL OF SMALL CAPACITORS, MERCURY EQUIP., BATTERIES AND PCB IMPACTED LIGHT FIX	S	B			N	N	02	7,500,000	0	0	7,500,000	10/1/2011	O	9/30/2016	
4600002453	RCG GLOBAL SERVICES INC 379 THORNALL ST - 14TH FL EDISON, NJ 08837-2225 US	IT TEMPORARY PERSONNEL	S	B			N	N	45	2,000,000	0	0	2,000,000	10/1/2011	O	9/30/2014	
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	05	3,992,702	0	0	3,992,702	12/2/2011	O	12/31/2021	
4600002458	SILICON SOLAR LLC DBA SUNMAXX SOLAR 56 BROOME CORPORATE PKWY CONKLIN, NY 13748-1506 US	FURNISH & DELIVER OF SOLAR THERMAL EQUIPMENT - FLAT PLATE TYPE SOLAR COLLECTORS FOR THE ENERGY SERVICE PROJECTS	E	B			N	N	04	400,000	0	0	400,000	12/2/2011	O	8/4/2014	
4600002461	READSOFT INC 3838 N CAUSEWAY BLVD - STE 2400 METAIRIE, LA 70002-8308 US	IMPLEMENT, MAINTAIN ACCOUNTS PAYABLE AUTOMATION SYSTEM SOFTWARE	P	B	8		N	N	05	422,673	0	0	422,673	12/23/2011	O	9/30/2017	

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4600002462	DIALIGHT CORP 1501 RTE 34 S FARMINGDALE, NJ 07727 US	FURNISH & DELIVER OF LED BULBS FOR THE NEW YORK CITY TRANSIT SUBWAY TUNNELS FOR THE ENERGY SVCS. DEPT.	E	B	N	N	03			5,500,000	0	0	5,500,000	12/19/2011	O	12/18/2016	

WPO TOTALS

2,616,941,512    1,138,490,854    348,471,391    1,478,450,659

FACILITY: WPO

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TOTAL NUMBER OF CONTRACTS	1157	
TOTAL CONTRACT VALUE		\$2,616,941,512
TOTAL EXPENDED TO DATE		\$1,138,490,854
TOTAL EXPENDED IN REPORT YEAR		\$348,471,391
<u>STATUS SUMMARY</u>		
TOTAL NUMBER OPEN CONTRACTS	691	
TOTAL NUMBER CLOSED CONTRACTS	466	
<u>METHOD OF AWARD SUMMARY</u>		
TOTAL NUMBER COMP BID	947	
TOTAL NUMBER SOLE SOURCE/SINGLE SOURCE	139	
TOTAL NUMBER COMP SEARCH	65	
TOTAL NUMBER MWBE/SBE	6	
<u>COMMITMENT TYPE SUMMARY</u>		
TOTAL NUMBER ARCHITECTURAL & ENGINEERING SERVICES	46	
TOTAL NUMBER CONSTRUCTION	227	
TOTAL NUMBER EQUIP/GOODS/COMMODITY	324	
TOTAL NUMBER LEGAL SERVICES	38	
TOTAL NUMBER PERSONAL SERVICES	194	
TOTAL NUMBER OTHER NON PERSONAL SERVICES	328	

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4500170899	COYNE TEXTILE SERVICES INC 1435 ERIE BLVD SCHENECTADY, NY 12305 US	RUG/MOP/RAG FOR B-G CRESCENT	E	B	5	N	N	02					13,500	13,052	3,400	448	3/15/2009	C		3/14/2011
4500185668	MIBH HEALTHWORKS ONE ATWELL RD COOPERSTOWN, NY 13326 US	PHYSICAL EXAMS AND MEDICAL REVIEWS	P	S	5	N	N	01					5,853	5,853	0	0	2/19/2010	C		12/31/2011
4500186261	BLOOMVILLE DISPOSAL SERVICE PO BOX 752 - MAIN ST BLOOMVILLE, NY 13739- 0752 US	TRASH REMOVAL - BLENHEIM-GILBOA PROJECT	S	B		N	Y	01					50,000	49,837	16,890	163	4/1/2010	C		3/31/2011
4500189212	HITACHI POWER SYSTEMS AMERICA LTD 645 MARTINSVILLE RD BASKING RIDGE, NJ 07920- 4701 US	THRUST RUNNERS	E	S		F	N	01					616,350	616,350	616,350	0	5/18/2010	O	5/1/2013	
4500190776	ADIRONDACK ENVIRONMENTAL SERVICES INC 314 N PEARL ST ALBANY, NY 12207-1322 US	LABORATORY SERVICES	S	S	6	N	N	01	x				9,721	9,721	572	0	7/1/2010	C		6/30/2011
4500193808	STRAIGHT LINE INDUSTRIES 5 ARROWHEAD LN COHOES, NY 12047-4813 US	PAVEMENT LINE PAINTING	C	B		N	Y	01					26,936	26,936	26,936	0	10/1/2010	C		9/17/2011
4500194111	HEBER ASSOCIATES INC 420 QUAKER RD QUEENSBURY, NY 12804-1535 US	CLERICAL STAFFING	S	B	7	N	N	01					30,000	25,967	20,311	4,033	9/21/2010	C		9/30/2011

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4500194752	MAILFINANCE INC DBA HASLER FINANCIAL SERVICES 478 WHEELERS FARMS RD MILFORD, CT 06461 US	MAIL MACHINE RENTAL	E	B	7	N	N	01					11,000	2,878	2,144	8,122	9/22/2010	O	9/21/2015	
4500195134	KONE INC ONE KONE CT MOLINE, IL 61265 US	ELEVATOR MAINTENANCE	S	B	7	N	N	01					14,000	7,940	6,138	6,060	9/1/2010	O	8/31/2012	
4500196475	FRANK D RIGGIO COMPANY INC 797 AVENUE E BAYONNE, NJ 07002 US	REFURBISH HITACHI CHANGE-OVER VALVES	E	S	6	F	N	01					5,709	5,709	5,620	0	1/27/2011	C		2/23/2011
4500196810	EAST GREENBUSH WINDOW COVERINGS 568 COLUMBIA TPKE - STE 8B EAST GREENBUSH, NY 12061 US	WALLPAPER & WINDOW COVERINGS	E	M	5	N	Y	01	X				15,013	15,013	2,686	0	11/29/2010	C		1/30/2011
4500197898	DEWITT COLLISION 670 E MAIN ST COBLESKILL, NY 12043 US	REPAIR OF FLEET VEHICLE	S	S	6	N	N	01					7,074	6,711	6,711	363	12/27/2010	C		1/12/2011
4500198046	DELAWARE VALLEY SPRING WATER INC PO BOX 918 - 194 REGAN WAY ONEONTA, NY 13820-0918 US	BOTTLED SPRING WATER	E	B	5	N	N	02					14,560	5,168	5,168	9,392	1/3/2010	O	12/31/2012	
4500198223	EAST HILLS INSTRUMENTS CORP 38 OVELOOK TERRACE EAST HILLS, NY 11577 US	PRESSURE CALIBRATOR	E	B	5	N	N	03	X				7,504	7,504	7,504	0	1/6/2011	C		1/14/2011

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4500198392	SELLSTROM RTC ONE SELLSTROM DR PALATINE, IL 60067 US	FALL PROTECTION	E	B	5	F	N	01	X				7,029	7,029	7,029	0	1/11/2011	C		2/8/2011
4500198662	MAIN CARE PO BOX 11029 ALBANY, NY 12211-1029 US	HEATING FUEL	E	B	7	N	N	01					5,524	5,524	5,524	0	1/17/2011	C		1/17/2011
4500198900	CARGILL INC 24950 COUNTRY CLUB BLVD - STE 450 NORTH OLMSTED, OH 44070- 5333 US	ROAD SALT	E	B	7	N	N	01					19,187	12,708	12,708	6,479	1/21/2011	C		3/18/2011
4500199296	FRANK MURKEN PRODUCTS INC 2125 TECHNOLOGY DR SCHENECTADY, NY 12308-1143 US	TOOLS FOR FIRE SUPPRESSION SYSTEM INSTALLATION	E	C	5	N	N	03					9,898	9,888	9,888	10	2/2/2011	C		3/10/2011
4500199689	B-LANN EQUIPMENT CO INC 2288 5TH AVE - PO BOX 997 TROY, NY 12180-2201 US	FIRE EXTINGUISHER INSPECTIONS	S	B	7	N	Y	01					7,500	6,520	6,520	980	2/16/2011	O	2/13/2012	
4500199805	HELWIG CARBON PRODUCTS INC 8900 W TOWER AVE - BOX 240160 MILWAUKEE, WI 53224-9008 US	GRAPHITE CARBON PACKING RINGS	E	B	5	F	N	01					13,369	13,369	13,369	0	2/16/2011	C		2/28/2011
4500199824	UNCLE SAM PIPING SOLUTIONS INC 60 113TH ST TROY, NY 12182-2849 US	DUPLEX BASKET STRAINERS	E	B	5	N	Y	04	X				8,245	8,245	8,245	0	2/16/2011	C		3/9/2011

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4500199889	MAIN CARE PO BOX 11029 ALBANY, NY 12211-1029 US	HEATING FUEL	E	B	7	N	N	01					11,813	11,813	11,813	0	2/17/2011	C		2/17/2011
4500200043	AMERICAN GOVERNOR CO 76 STEAMWHISTLE DR WARMINSTER, PA 18974 US	CRESCENT/VF GOVERNOR ACTUATOR REBUILD	E	B	5	F	N	01	X				7,102	7,102	7,102	0	2/23/2011	C		3/4/2011
4500200103	HITACHI POWER SYSTEMS AMERICA LTD 645 MARTINSVILLE RD BASKING RIDGE, NJ 07920- 4701 US	HITACHI CHANGE-OVER VALVES & AIR BOX ASSEMBLY	E	B		N	N	01					261,300	261,300	261,300	0	2/24/2011	C		11/29/2011
4500200228	COYNE TEXTILE SERVICES INC 1435 ERIE BLVD SCHENECTADY, NY 12305 US	FLOOR MATS, SHOP TOWELS & DRY MOPS	E	B	5	N	N	01					13,735	13,230	13,230	505	3/1/2011	O	2/29/2012	
4500200293	REPCO INDUSTRIES INC 970 TOWNLINE RD CAYUGA, NY 13034-9749 US	FLASHBOARDS AND PINS FOR CRESCENT/VISCHER FERRY	E	B		N	Y	03	X				38,160	38,160	38,160	0	3/2/2011	C		5/3/2011
4500200375	DAY AUTOMATION SYSTEMS INC 7931 RAE BLVD VICTOR, NY 14564-8931 US	B-G SECURITY SYSTEM MAINTENANCE & SUPPORT	S	S		N	Y	01					18,342	18,342	18,342	0	3/15/2011	O	3/14/2012	
4500200500	PINNACLE ACTUATION INC 298 BELL PARK DR WOODSTOCK, GA 30188 US	LIMITORQUE SMB-3 PARTS	E	B		F	N	02	X				22,107	22,107	22,107	0	3/8/2011	C		3/21/2011

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4500200849	RFL ELECTRONICS INC 353 POWERVILLE RD BOONTON, NJ 07005-9151 US	TELEMETRY EQUIPMENT	E	B				F	N	01			68,658	68,658	68,658	0	3/16/2011	C		5/2/2011
4500201048	EAST GREENBUSH WINDOW COVERINGS LORRAINE GREANEY 568 COLUMBIA TPKE - STE 8B EAST GREENBUSH, NY 12061-1662 US	POWERHOUSE CONFERENCE ROOM RENOVATIONS	E	M	5			N	Y	01			7,017	7,017	7,017	0	3/22/2011	C		5/16/2011
4500201134	BLOOMVILLE DISPOSAL SERVICE PO BOX 752 - MAIN ST BLOOMVILLE, NY 13739-0752 US	TRASH REMOVAL	S	B				N	Y	01			45,000	21,691	21,691	23,309	4/1/2011	O	3/31/2012	
4500201165	RORAIMA CONSULTING INC 118-44 GUY R BREWER BLVD JAMAICA, NY 11434-2102 US	LIGHTING ARRESTOR	E	B				N	Y	03			18,540	18,540	18,540	0	3/24/2011	C		5/19/2011
4500201248	HEBER ASSOCIATES INC 420 QUAKER RD QUEENSBURY, NY 12804-1535 US	OGS SECRETARIAL/CLERICAL SERVICES	S	B	7			N	N	01			14,500	13,513	13,513	987	3/28/2011	C		12/1/2011
4500201578	JOHNSON CONTROLS INC 507 E MICHIGAN ST - MAILSTOP M-16 MILWAUKEE, WI 53202-5211 US	WATER REGULATING VALVE	E	C	5			F	N	03	X		5,741	5,741	5,741	0	4/5/2011	C		5/20/2011
4500201688	SELLSTROM RTC ONE SELLSTROM DR PALATINE, IL 60067 US	ASHOKAN FALL PROTECTION SYSTEM	E	B				F	N	01	X		31,475	31,475	31,475	0	4/7/2011	C		9/8/2011

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4500201750	HANES SUPPLY INC RAILROAD AVE COLONIE, NY 12205 US	SYNTHETIC MAIN HATCH SLINGS	E	B				N	N		05		20,263	20,263	20,263	0	4/8/2011	C		4/14/2011
4500202105	MIRABITO FUEL GROUP 10 CARBON ST ONEONTA, NY 13820 US	BIODIESEL B5	E	B	7			N	N		01		10,973	10,973	10,973	0	4/18/2011	C		4/19/2011
4500202164	CARDISH MACHINE WORKS INC 7 ELM ST WATERVLIET, NY 12189-1826 US	STARTING MOTOR ROTOR REPLACEMENT BOLTS	E	C	5			N	Y		03	X	13,240	13,240	13,240	0	4/19/2011	C		5/2/2011
4500202453	SUNY COBLESKILL FOUNDATION KNAPP HALL ROOM 201 SUNY COBLESKILL COBLESKILL, NY 12043 US	FISH STOCKING	E	S	5			N	N		01		14,000	14,000	14,000	0	4/29/2011	C		7/1/2011
4500204098	ROCTEST INC PO BOX 3568 CHAMPLAIN, NY 12919 US	B-G RESERVOIR AND SLIDE AREA DATA ACQUISITION SYSTEM	E	B				F	N		01		114,552	72,527	72,527	42,025	6/14/2011	C		10/14/2011
4500205081	TOTAL TOOL LTD 10 KIDS LN CASTLETON, NY 12033-8600 US	WASTE OIL FURNACE	E	M	5			N	Y		02		7,128	7,128	7,128	0	7/12/2011	C		7/20/2011
4500205091	PINNACLE ROOFING INC 1101 WEDGEWOOD HTS SCHENECTADY, NY 12306-5136 US	SECURITY BUILDING ROOF COATING	C	S	5			N	Y		01		13,900	0	0	13,900	7/12/2011	O	6/25/2012	

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4500205111	MAIN CARE PO BOX 11029 ALBANY, NY 12211-1029 US	GAS, UNLEADED	E	B	7	N	N	01					15,340	15,340	15,340	0	4/5/2011	C		6/3/2011
4500205192	HUGHES BROTHERS INC C/O HASGO POWER EQUIP SALES INC 31 W MAIN ST LEROY, NY 14482 US	345KV WOOD POLE CROSS ARMS	E	B		N	N	01					16,150	16,150	16,150	0	7/14/2011	C		8/26/2011
4500205257	RODNEY HUNT CO INC 46 MILL ST ORANGE, MA 01364-1289 US	VISCHER FERRY REGULATING GATE PARTS	E	S		F	N	01					33,660	33,660	33,660	0	7/15/2011	C		10/3/2011
4500205403	ALL LIFTS INC 27-39 THATCHER ST ALBANY, NY 12207 US	2 1/2" SHACKLES G2140, 85 TON CAP	E	B	5	N	N	03					5,833	5,775	5,775	58	7/20/2011	C		8/2/2011
4500205790	BURNS CASCADE CO INC PO BOX 1185 SYRACUSE, NY 13201-1185 US	CRESCENT TAINTOR GATE SEAL HEATERS	E	M	5	N	Y	01					8,272	8,272	8,272	0	7/28/2011	C		10/6/2011
4500205796	MIRABITO FUEL GROUP 10 CARBON ST ONEONTA, NY 13820 US	BIODIESEL B20 FOR VEHICLES	E	C		N	N	01					6,920	6,920	6,920	0	7/28/2011	C		7/28/2011
4500206736	TROY BELTING & SUPPLY CO 70 COHOES RD WATERVLIET, NY 12189-1829 US	250 HP ELECTRIC MOTOR	E	C	5	N	Y	03					8,675	8,588	8,588	87	8/22/2011	C		9/27/2011

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4500206775	MAUELL CORP 31 OLD CABIN HOLLOW RD DILLSBURG, PA 17019 US	CONTROL ROOM SCADA PROJECTOR REPAIR	S	S	5	F	N	01	X				8,590	8,590	8,590	0	8/23/2011	C		9/21/2011
4500206961	APPLIED INDUSTRIAL TECHNOLOGY INC 6 ENTERPRISE DR ALBANY, NY 12204 US	ASHOKAN PROJECT HYDRAULIC OIL	E	B	7	N	N	04					17,089	17,089	17,089	0	8/26/2011	C		9/12/2011
4500206973	MEGGER FORMERLY AVO INTERNATL MULTI-AMP 4271 Bronze Way DALLAS, TX 75237 US	PULSAR TEST SET REPAIR	S	S	5	F	N	01	X				12,967	12,967	12,967	0	8/26/2011	C		10/28/2011
4500207139	BOTTINI FUEL CORP PO BOX 1640 WAPPINGERS FALLS, NY 12590- 8640 US	PROPANE FOR ASHOKAN GENERATOR	E	S	5	N	N	01					6,293	6,270	6,270	23	8/31/2011	C		10/13/2011
4500207807	MIRABITO FUEL GROUP 10 CARBON ST ONEONTA, NY 13820 US	B20 BIODIESEL	E	B		N	N	01					9,272	9,272	9,272	0	8/29/2011	C		8/29/2011
4500208025	TROY BOILER WORKS INC 2800 7TH AVE TROY, NY 12180-1587 US	SERVICE WATER TANK REPAIR & INSPECTION	S	S	5	N	Y	01	X				5,763	5,763	5,763	0	9/22/2011	C		9/23/2011
4500208043	MAIN CARE PO BOX 11029 ALBANY, NY 12211-1029 US	MID-GRADE UNLEADED GASOLINE	E	B	7	N	N	01					23,103	23,103	23,103	0	9/22/2011	C		9/22/2011

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4500208250	CARDISH MACHINE WORKS INC 7 ELM ST WATERVLIET, NY 12189-1826 US	VISCHER FERRY REGULATING GATE PARTS	E	S					N	Y	01		18,000	18,000	18,000	0	9/28/2011	C		12/1/2011
4500208769	MIDWEST ELECTRICAL TESTING & MAINTENANCE CO INC 5141 N 35TH ST MILWAUKEE, WI 53209-5399 US	RETROFIT KIT AND TEST SET FOR GE AK BREAKER	E	B	5	F	N	02	X				7,367	7,367	7,367	0	10/11/2011	C		10/25/2011
4500208837	AMERIGAS 313 MACARTHUR AVE STE COBLESKILL, NY 12043-1600 US	LIQUEFIED PETROLEUM FOR MAINTENANCE BUILDING FURNACE	E	B	7	N	N	01					34,982	23,633	23,633	11,349	10/14/2011	C		12/16/2011
4500208995	HEBER ASSOCIATES INC 420 QUAKER RD QUEENSBURY, NY 12804-1535 US	CLERICAL SERVICES	S	B	7	N	N	01					30,000	3,815	3,815	26,185	9/15/2011	O	6/1/2012	
4500208997	MIRABITO FUEL GROUP 10 CARBON ST ONEONTA, NY 13820 US	BIODIESEL B20	E	C					N	N	01		9,399	9,399	9,399	0	9/20/2011	C		10/17/2011
4500209088	FRANK D RIGGIO COMPANY INC 797 AVENUE E BAYONNE, NJ 07002 US	REFURBISH HITACHI CHANGE OVER VALVES	S	S	5	F	N	01					8,523	93	93	8,430	10/8/2011	O	1/31/2012	
4500209232	HELWIG CARBON PRODUCTS INC 8900 W TOWER AVE - BOX 240160 MILWAUKEE, WI 53224-9008 US	GRAPHITE CARBON PACKING RINGS	E	S					F	N	01		22,281	4,922	4,922	17,359	10/21/2011	O	1/31/2012	

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4500209407	MSC INDUSTRIAL SUPPLY CO INC DEPT CH 0075 PALATINE, IL 60055-0075 US	STOCK B1270120	E	B	6	F	N	02					6,284	6,284	6,284	0	10/24/2011	C		10/31/2011
4500209838	UNDERGROUND SYSTEMS INC 84 BUSINESS PARK DR - STE 109 ARMONK, NY 10504-1734 US	REPAIR SWITCHYARD POTHEAD OIL LEAK	S	S			N	N	01				100,000	0	0	100,000	11/7/2011	C		11/9/2011
4500210037	CUMMINS NORTHEAST INC 101 RAILROAD ALBANY, NY 12205 US	SPILLWAY EGEN ELECTRONICS	E	S	6	N	N	01					8,869	0	0	8,869	11/8/2011	O	1/31/2012	
4500210291	M & I MATERIALS LTD HIBERNIA WAY - TRAFFORD PARK MANCHESTER, LA M32 0ZD GB	CURRENT TRANSFORMER PROTECTION UNITS	E	S	6	F	N	01					6,561	0	0	6,561	11/17/2011	O	3/31/2012	
4500210313	SHAUL ROOFING LLC 3723 STATE ROUTE 30 MIDDLEBURGH, NY 12122- 4905 US	SALT SHED ROOF REPLACEMENT	C	S			N	Y	01				25,800	14,000	14,000	11,800	12/1/2011	O	7/31/2012	
4500210419	MAIN CARE PO BOX 11029 ALBANY, NY 12211-1029 US	UNLEADED GASOLINE	E	B	7	N	N	01					12,211	12,211	12,211	0	11/21/2011	C		11/21/2011
4500210747	SHEBER/WRIGHT INC 6 WINNERS CIR - APT #630 ALBANY, NY 12205-5930 US	PROJECT ASSISTANT SERVICES	S	M	8	N	Y	01					40,000	0	0	40,000	12/20/2011	O	12/19/2012	

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4500210825	POWER DOOR PRODUCTS INC 2031 RTE 22 BREWSTER, NY 10509-5914 US	SECURITY GATE OPERATOR	E	M	5	N	Y	01	X				8,661	8,661	8,661	0	12/2/2011	O	1/6/2012	
4500210935	CARGILL INC 24950 COUNTRY CLUB BLVD - STE 450 NORTH OLMSTED, OH 44070- 5333 US	ROAD SALT	E	B	7	F	N	01					12,000	0	0	12,000	12/5/2011	O	3/31/2012	
4500211098	MIRABITO FUEL GROUP 10 CARBON ST ONEONTA, NY 13820 US	BIODIESEL	E	B	7	N	N	01					8,560	8,560	8,560	0	11/16/2011	C		11/16/2011
4500211188	GIANT SOLUTIONS LLC 125 GUY PARK AVE - STE 202 AMSTERDAM, NY 12010-3233 US	IN BUILDING CELL REPEATER	E	S		N	Y	02					51,465	0	0	51,465	12/9/2011	O	1/31/2012	
4500211737	HITACHI POWER SYSTEMS AMERICA LTD 645 MARTINSVILLE RD BASKING RIDGE, NJ 07920- 4701 US	HITACHI HIGH PRESSURE OIL PUMP PARTS	E	S		F	N	01					135,675	0	0	135,675	12/22/2011	O	10/31/2012	
4600001672	HAVERFIELD INTERNATIONAL INC DBA HAVERFIELD AVIATION INC 1750 EMMITSBURG RD GETTYSBURG, PA 17325 US	AERIAL TRANSMISSION LINE INSPECTION AND MAINTENANCE	S	B		F	N	04					1,500,000	948,625	14,250	551,375	7/1/2006	C		6/30/2011
4600001780	MORRIS TENT RENTALS INC PO BOX 442 MORRIS, NY 13808-2335 US	TABLES, CHAIRS, TENTS	E	B		N	Y	02					60,000	56,904	0	3,096	4/1/2007	C		3/31/2011

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4600001794	ULTRA ELECTRONICS OCEAN SYSTEMS 115 BAY STATE DR	CRESCENT/VISCHER FERRY FISH DETERRENT SYSTEM	P	S				F	N	01			550,000	467,842	11,423	82,158	4/15/2007	C		4/14/2011	
4600001915	PROFESSIONAL HEALTH SERVICES INC 83 S EAGLE RD HAVERTOWN, PA 19083 US	ON SITE MEDICAL EXAMINATIONS	P	B				N	N	02			110,000	97,316	23,115	12,684	5/1/2008	C		12/23/2011	
4600002385	MORRIS TENT RENTALS INC PO BOX 442 MORRIS, NY 13808-2335 US	TENT, TABLE & CHAIR RENTALS FOR B-G VISITORS CENTER	E	B				N	Y	02			60,000	11,838	11,838	48,162	1/1/2011	O	3/31/2014		
BG TOTALS													4,660,083	3,415,971	1,815,863	1,244,112					

FACILITY: BG

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TOTAL NUMBER OF CONTRACTS	80	
TOTAL CONTRACT VALUE		\$4,660,083
TOTAL EXPENDED TO DATE		\$3,415,971
TOTAL EXPENDED IN REPORT YEAR		\$1,815,863
<u>STATUS SUMMARY</u>		
TOTAL NUMBER OPEN CONTRACTS	21	
TOTAL NUMBER CLOSED CONTRACTS	59	
<u>METHOD OF AWARD SUMMARY</u>		
TOTAL NUMBER COMP BID	45	
TOTAL NUMBER SOLE SOURCE/SINGLE SOURCE	23	
TOTAL NUMBER COMP SEARCH	6	
TOTAL NUMBER MWBE/SBE	6	
<u>COMMITMENT TYPE SUMMARY</u>		
TOTAL NUMBER ARCHITECTURAL & ENGINEERING SERVICES	0	
TOTAL NUMBER CONSTRUCTION	3	
TOTAL NUMBER EQUIP/GOODS/COMMODITY	57	
TOTAL NUMBER LEGAL SERVICES	0	
TOTAL NUMBER PERSONAL SERVICES	3	
TOTAL NUMBER OTHER NON PERSONAL SERVICES	17	

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CONTRACT NUMBER	PROVIDER NAME	CONTRACT DESCRIPTION	T E	Y A	M A	R A	O A	N A	P A	M A	B A	I A	F A	CONTRACT AMOUNT	TOTAL EXPENDED TO DATE	AMOUNT EXPENDED 2011	CONTRACT BALANCE	DATE OF CONTRACT	O C	PROJ COMPLETE DATE	DATE CONTRACT COMPLETE
4500183481	MAILFINANCE INC DBA HASLER FINANCIAL SERVICES 478 WHEELERS FARMS RD MILFORD, CT 06461 US	HASLER MAILING SYSTEM	E	B	7	F	N	01						5,483	2,176	1,218	3,307	1/1/2010	O	3/31/2016	
4500185181	ORACLE AMERICA INC 1910 ORACLE WY RESTON, VA 20190-4733 US	SOFTWARE DATABASE MAINTENANCE (OGS CONTRACT)	S	B	7	F	N	01						13,462	13,462	3,366	0	2/10/2010	C		2/10/2011
4500185811	COYNE TEXTILE SERVICES INC 1435 ERIE BLVD SCHENECTADY, NY 12305 US	LAUNDRY, MOPS & MATS	E	B	6	N	N	03						12,100	11,887	2,297	213	3/10/2010	C		2/28/2011
4500190442	HVB AE POWER SYSTEMS INC 7250 MCGINNIS FERRY RD SUWANEE, GA 30024 US	HVB BREAKER PARTS	E	S		F	N	01						64,225	64,225	64,225	0	6/17/2010	C		3/14/2011
4500191669	MATERIAL HANDLING PRODUCTS CORP 6601 JOY DR EAST SYRACUSE, NY 13057-1107 US	LPG POWERED FORKLIFT	E	B	2	N	N	02						113,405	113,405	113,405	0	7/23/2010	C		1/27/2011
4500192827	ROBERT GREEN CHEVROLET OLDSMOBILE INC PO BOX 8002 ROCKHILL, NY 12775-8002 US	2011 DODGE RAM 4500	E	B	7	N	N	01						52,053	52,053	52,053	0	9/3/2010	C		2/4/2011
4500194429	ALTEC INDUSTRIES INC POB 11407 BIRMINGHAM, AL 35246-0414 US	DIGGER DERRICK TRUCKS	E	B		F	N	02						564,493	564,493	564,493	0	9/30/2010	C		10/21/2011

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4500194470	HOSELTON CHEVROLET INC 909 FAIRPORT RD EAST ROCHESTER, NY 14445 US	2011 CHEVROLET TAHOE	E	B	7	N	N	01				28,793	28,793	28,793	0	9/30/2010	C		1/19/2011
4500194809	NESCO SALES & RENTALS 3112 EAST STATE RD 124 BLUFFTON, IN 46714 US	POLE TRAILER & CABLE REEL TRAILER	E	B		F	N	03				48,880	0	0	48,880	10/8/2010	C		5/6/2011
4500194953	OP-TECH ENVIRONMENTAL SERVICES INC 1 ADLER DR EAST SYRACUSE, NY 13057- 1223 US	TRENCH CLEANING	S	B	5	N	N	01				12,894	9,903	9,903	2,991	10/13/2010	C		1/28/2011
4500195525	STUART C IRBY CO 4583 BUCKLEY RD LIVERPOOL, NY 13088-2508 US	ELASTOMER KITS AND TERMINATION CABLES	E	B	5	N	N	03				14,970	14,970	14,970	0	10/27/2010	C		4/7/2011
4500195651	SIEMENS ENERGY INC 7000 SIEMENS RD WENDELL, NC 27591-8309 US	STOCK - FACTS POLE ELECTRONICS BOARD	E	B		F	N	02				48,000	48,000	48,000	0	10/29/2010	C		9/30/2011
4500195716	SUMITOMO ELECTRIC USA INC 360 LEXINGTON AVE - FL 24 NEW YORK, NY 10017-6500 US	REPLACEMENT CURRENT TRANSFORMER	E	B		F	N	02				286,000	286,000	286,000	0	11/1/2010	C		10/31/2011
4500196183	CA-PRO ASSOCIATES INC PO BOX 358 RAY BROOK, NY 12977-0358 US	FIBER OPTIC INSTALLATION	C	B	7	N	N	01				113,413	113,413	113,413	0	11/10/2010	C		7/21/2011

CONTRACT NUMBER	PROVIDER NAME	CONTRACT DESCRIPTION	T E	Y A	M A	R A	O A	N A	P A	M A	B A	I A	F A	CONTRACT AMOUNT	TOTAL EXPENDED TO DATE	AMOUNT EXPENDED 2011	CONTRACT BALANCE	DATE OF CONTRACT	O C	PROJ COMPLETE DATE	DATE CONTRACT COMPLETE
4500196680	MONROE TRACTOR & IMPLEMENTS CO 1001 LEHIGH STATION RD HENRIETTA, NY 14467-9311 US	HEAVY EQUIPMENT TRAILERS	E	B									08	275,790	275,790	275,790	0	11/30/2010	C		5/6/2011
4500197026	STEPHENSON EQUIPMENT INC 6018 DROTT DR EAST SYRACUSE, NY 13057-2998 US	CRANE REPAIR	S	S	6	N	N						01	19,923	19,923	19,923	0	12/3/2010	C		1/26/2011
4500197545	STEPHENSON EQUIPMENT INC 6018 DROTT DR EAST SYRACUSE, NY 13057-2998 US	CRANE RENTAL	E	C	6	N	N						01	10,265	5,215	5,215	5,050	12/15/2010	C		1/18/2011
4500197691	HVB AE POWER SYSTEMS INC 7250 MCGINNIS FERRY RD SUWANEE, GA 30024 US	HVB AE POWER4 SYSTEMS BREAKER PARTS	E	B										53,600	53,600	53,600	0	12/17/2010	C		6/20/2011
4500197769	IPC INFORMATION SYSTEMS INC 25 KINGSTON ST BOSTON, MA 02111 US	SERVICE AGREEMENT	S	S	5	F	N						01	8,852	8,852	8,852	0	12/21/2010	C		10/31/2011
4500197816	WASTE MANAGEMENT OF NY-UTICA 2003 BLEECKER ST UTICA, NY 13501-1711 US	TRASH REMOVAL SERVICE	S	B	7	N	N						01	9,360	8,034	8,034	1,326	12/22/2010	C		12/31/2011
4500198267	WARNOCK AUTOMOTIVE INC DBA WARNOCK FLEET AND LEASING 175 ROUTE 10 EAST HANOVER, NJ 07936 US	2011 FORD ESCAPE HYBRID 4X4	E	B	7	F	N						01	29,335	29,335	29,335	0	1/7/2011	C		4/12/2011

CONTRACT NUMBER	PROVIDER NAME	CONTRACT DESCRIPTION	T E	Y A	M A	R A	O A	N A	P A	M E	B S	I T	F R	CONTRACT AMOUNT	TOTAL EXPENDED TO DATE	AMOUNT EXPENDED 2011	CONTRACT BALANCE	DATE OF CONTRACT	O C	PROJ COMPLETE DATE	DATE CONTRACT COMPLETE
4500198278	HERTZ EQUIPMENT RENTAL 4578 BUCKLEY RD LIVERPOOL, NY 13088 US	JLG SICCORS LIFTS	E	B					N	N	11			23,784	23,784	23,784	0	1/7/2011	C		2/11/2011
4500198366	RORAIMA CONSULTING INC 118-44 GUY R BREWER BLVD JAMAICA, NY 11434-2102 US	AGILENT MICROWAVE FREQUENCY COUNTER	E	B					N	Y	05			15,995	15,995	15,995	0	1/10/2011	C		4/20/2011
4500198612	UNITED RENTALS INC 7178 SCHUYLER RD E SYRACUSE, NY 13057 US	RENTAL SKYJACK STL	E	B	5				N	N	03			6,279	3,264	3,264	3,015	1/14/2011	O	1/14/2013	
4500198892	VISTACOM INC 1902 VULTEE ST ALLENTOWN, PA 18103 US	BARCO LAMPS AND FILTERS	E	B	5				F	N	04	X		7,174	7,174	7,174	0	1/21/2011	C		2/2/2011
4500198984	BAY RIDGE HONDA 8801 4TH AVE BROOKLYN, NY 11209-5694 US	HONDA INSIGHT HYBRID	E	B	7				N	N	01			58,935	58,935	58,935	0	1/25/2011	C		2/25/2011
4500199077	NORTHWAY MOTOR CAR CORP 727 NEW LOUDON RD LATHAM, NY 12110-4017 US	TOYOTA HIGHLANDER INSIGHT	E	B	7				N	N	01			33,624	33,624	33,624	0	1/27/2011	C		8/25/2011
4500199146	MAJOR CHEVROLET INC 4340 NORHTERN BLVD LONG ISLAND CITY, NY 11101-1020 US	2011 CHEVROLET TAHOE HYBRID	E	B	7				N	N	01			47,270	47,270	47,270	0	1/28/2011	C		6/15/2011

CONTRACT NUMBER	PROVIDER NAME	CONTRACT DESCRIPTION	T E	Y A	M A	R A	O A	N A	P A	M A	B A	B A	I A	F A	CONTRACT AMOUNT	TOTAL EXPENDED TO DATE	AMOUNT EXPENDED 2011	CONTRACT BALANCE	DATE OF CONTRACT	O C	PROJ COMPLETE DATE	DATE CONTRACT COMPLETE
4500199239	ORACLE AMERICA INC 1910 ORACLE WY RESTON, VA 20190-4733 US	ORACLE ENTERPRISE SOFTWARE	E	B	7	N	N	01							13,865	6,933	6,933	6,932	2/10/2011	O	2/9/2012	
4500199384	MOHAWK RESOURCES LTD PO BOX 110 AMSTERDAM, NY 12010 US	TIRE CHANGER	E	B	6	N	N	01							9,647	9,647	9,647	0	2/4/2011	C		2/14/2011
4500199406	FIRST LINE ASSOC INC 26 PATRICIA DR PLEASANT VALLEY, NY 12569 US	PASCOR ATLANTIC HINGE OPERATING MECHANISM	E	B	5	N	N	03	X						9,368	9,368	9,368	0	2/4/2011	C		11/29/2011
4500199407	C & I EQUIPMENT COMPANY INC A DIVISION OF API INC 1684 S RESEARCH LOOP - STE 508 TUCSON, AZ 85710-6740 US	WATERDOG TANK/TRAILER	E	B	6	F	N	02							9,700	9,700	9,700	0	2/4/2011	C		2/18/2011
4500199412	GRIFFITH ENERGY 760 BROOKS AVE ROCHESTER, NY 14619-2259 US	REGULAR GASOLINE	E	B	7	N	N	01							6,430	6,430	6,430	0	2/4/2011	C		2/4/2011
4500199730	AMETEK PROGRAMMABLE POWER INC 9250 BROWN DEER RD SAN DIEGO, CA 92121-2267 US	SORENSEN POWER SUPPLY REPAIR	S	B	5	F	N	01	X						5,482	5,482	5,482	0	2/15/2011	C		3/25/2011
4500199746	PHOENIX SALES & SERVICE CORP 3 INDUSTRIAL COURT - STE #4 FREEHOLD, NJ 07728 US	ANTI-PARALLEL DIODE	E	B	6	F	N	03							11,960	11,960	11,960	0	2/15/2011	C		4/8/2011

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4500199776	US MATERIALS HANDLING CORP 2231 STATE ROUTE 5 UTICA, NY 13502-7513 US	MECHANIC WORKBENCHES	E	B	5	N	N	03		9,111	9,111	9,111	0	2/15/2011	C		5/11/2011
4500199787	ALTEC INDUSTRIES INC PO BOX 11407 BIRMINGHAM, AL 35246-0414 US	FORD F550 BUCKET TRUCK W/ ALTEC MODEL AT40M	E	C	7	N	N	01		139,579	0	0	139,579	1/14/2011	O	1/31/2012	
4500199788	RFL ELECTRONICS INC 353 POWERVILLE RD BOONTON, NJ 07005-9151 US	RFL TONE CHASSIS ASSEMBLY	E	B		F	N	02		22,000	22,000	22,000	0	2/15/2011	C		4/1/2011
4500199947	HARBOR AUTO LLC 9327 RIVER RD MARCY, NY 13403-2057 US	COLLISION REPAIR	S	B	6	N	N	03		5,743	5,743	5,743	0	2/18/2011	C		3/17/2011
4500199957	GRAYBAR ELECTRIC CO INC 6605 DEERE RD SYRACUSE, NY 13206-1325 US	ELECTRICAL BUS WAY	E	B		N	N	03		17,465	17,165	17,165	300	2/18/2011	C		5/3/2011
4500200104	SCHWEITZER ENGINEERING LAB INC C/O ROBINSON SALES INC 1240 ASHBRIDGE RD WEST CHESTER, PA 19380 US	LINE NUMERIC RELAY	E	B	5	F	N	01		10,595	10,595	10,595	0	2/24/2011	C		3/17/2011
4500200114	DI HIGHWAY SIGN & STRUCTURE CORP 40 GREENMAN AVE - PO BOX 123 NEW YORK MILLS, NY 13417- 1004 US	765KV TOWER REINFORCEMENT	E	M	8	N	Y	02		102,680	102,680	102,680	0	2/25/2011	C		4/13/2011

CONTRACT NUMBER	PROVIDER NAME	CONTRACT DESCRIPTION	T Y P E	M O D E	R O A D	O P E R	M A I N T	B I D S	F R A M E	CONTRACT AMOUNT	TOTAL EXPENDED TO DATE	AMOUNT EXPENDED 2011	CONTRACT BALANCE	DATE OF CONTRACT	O C C U R R E N C Y	PROJ COMPLETE DATE	DATE CONTRACT COMPLETE
4500200176	INDUSTRIAL PROTECTION PRODUCTS INC 220 BALLARDVALE ST WILMINGTON, MA 01887-1080 US	SAFETY SHOES	E	B	6	F	N	03		6,043	6,043	6,043	0	2/28/2011	C		2/28/2011
4500200206	COYNE TEXTILE SERVICES INC 1435 ERIE BLVD SCHENECTADY, NY 12305 US	MOPS, MATS, COVERALLS	E	B	6	N	N	03		14,000	10,679	10,679	3,321	2/28/2011	O	2/28/2012	
4500200652	ASCENT AVIATION GROUP INC 1 MILL ST PARISH, NY 13131-4123 US	DIESEL FUEL	E	B	7	N	N	01	X	11,856	11,856	11,856	0	3/11/2011	C		3/11/2011
4500200657	VAN BORTEL FORD INC 71 MARSH RD EAST ROCHESTER, NY 14445-1915 US	2011 FORD ESCAPES AND FUSIONS	E	B	7	N	Y	01		368,171	368,171	368,171	0	3/11/2011	C		12/12/2011
4500200676	BOBCAT OF CENTRAL NEW YORK A THOMPSON & JOHNSON EQUIP CO INC 6926 FLY RD EAST SYRACUSE, NY 13057-9660 US	BOBCAT VERSA HANDLER	E	B		N	N	02		50,700	50,700	50,700	0	3/11/2011	C		5/26/2011
4500200698	JOHNSON CONTROLS INC 130 JOHN MUIR DR - STE 100 AMHERST, NY 14228-1139 US	SECURITY SOFTWARE MAINTENANCE	S	B	7	N	N	01		41,210	40,132	40,132	1,078	10/1/2010	C		9/30/2011
4500200710	IBM CORP 80 STATE ST ALBANY, NY 12207 US	IBM WARRANTY - ENERGY CONTROL CENTER	S	B		N	N	01		132,970	132,970	132,970	0	3/14/2011	C		12/31/2011

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4500200920	SANSONE CHRYSLER JEEP DODGE MOTORS FLEET 900 HIGHWAY 35 OCEAN, NJ 07712-4549 US	DODGE GRAND CARAVAN	E	B			F	N	03			22,324	22,324	22,324	0	3/18/2011	C		5/19/2011
4500201115	DILO COMPANY INC 11642 PYRAMID DR ODESSA, FL 33556-3449 US	DILO PRE-FILTER ASSEMBLY	E	B	6		F	N	02			6,653	6,653	6,653	0	3/23/2011	C		5/12/2011
4500201241	JOHNSON CONTROLS INC 130 JOHN MUIR DR - STE 100 AMHERST, NY 14228-1139 US	ANNUAL SECURITY MAINTENANCE	S	B	7		N	N	01			80,154	80,154	80,154	0	3/1/2011	O	2/28/2012	
4500201250	LG & WH INC DBA SCHMIDT'S COLLISION & GLASS 2200 MILITARY RD NIAGARA FALLS, NY 14304- 1760 US	2009 TAHOE REPAIR	S	B	6		N	N	03			13,073	13,073	13,073	0	3/28/2011	C		6/17/2011
4500201428	HOSELTON CHEVROLET INC 909 FAIRPORT RD EAST ROCHESTER, NY 14445 US	2011 CHEVY SUBURBAN AND TAHOES	E	B	7		N	N	01			633,025	633,025	633,025	0	4/1/2011	C		7/8/2011
4500201440	AUTOMOTIVE RENTALS INC 40001 LEADENHALL RD MOUNT LAUREL, NJ 08054- 4611 US	MANAGEMENT OF FLEET MAINTENANCE	S	B	7		N	N	01			150,000	97,905	97,905	52,095	1/1/2011	C		9/30/2011
4500201539	VEHICLE SERVICE GROUP LLC DBA ROTARY LIFT 2700 LANIER DR MADISON, IN 47250-1753 US	18,000 LBS FOUR POST VEHICLE LIFT	E	B	7		F	N	01			17,838	17,838	17,838	0	4/4/2011	C		5/6/2011

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4500201565	GRIFFITH ENERGY 760 BROOKS AVE ROCHESTER, NY 14619-2259 US	REGULAR UNLEADED GASOLINE	E	B	7	N	N	01						12,518	12,502	12,502	16	4/5/2011	C		4/5/2011
4500201866	YOKOGAWA CORP OF AMERICA C/O APPLIED MEASUREMENT & CONTROL 67 E MAIN ST VICTOR, NY 14564 US	YOKOGAWA CHART RECORDER	E	B	6	N	N	03	X					7,042	7,042	7,042	0	4/12/2011	C		5/18/2011
4500202089	KURTZ TRUCK EQUIPMENT INC 1085 MCGRAW MARATHON RD MARATHON, NY 13803-2806 US	LIGHT DUTY MAINTENANCE TRUCK BODIES	E	B		N	N	05						113,298	113,298	113,298	0	4/18/2011	C		11/3/2011
4500202214	SCHWEITZER ENGINEERING LAB INC C/O ROBINSON SALES INC 1240 ASHBRIDGE RD WEST CHESTER, PA 19380 US	SCHWEITZER RELAY	E	B	6	F	N	02						10,295	10,295	10,295	0	4/20/2011	C		5/10/2011
4500202309	VAN BORTEL FORD INC 71 MARSH RD EAST ROCHESTER, NY 14445-1915 US	2011 FORD F350 TRUCKS	E	B	7	N	Y	01						113,824	113,824	113,824	0	4/25/2011	C		11/1/2011
4500202348	VAN BORTEL FORD INC 71 MARSH RD EAST ROCHESTER, NY 14445-1915 US	2011 FORD F150 AND F250 TRUCKS	E	B	7	N	Y	01						339,883	339,883	339,883	0	4/25/2011	C		10/26/2011
4500202404	SECURITY INTEGRATIONS INC DIV OF SI TECHNOLOGIES INC 160 DWIGHT PARK CIRCLE SYRACUSE, NY 13209 US	FIBER OPTIC ASSEMBLY BOARD	E	B		N	N	02						20,100	20,100	20,100	0	4/27/2011	C		5/20/2011

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4500202558	VAN BORTEL FORD INC 71 MARSH RD EAST ROCHESTER, NY 14445-1915 US	FORD F150/550 CREW CAB	E	M	8	N	Y	01				105,530	105,530	105,530	0	4/29/2011	C		11/3/2011
4500202560	NORTHLAND MOTORS CO 9280 RIVER RD MARCY, NY 13403-2069 US	FLEET TRAILERS	E	M	8	N	Y	03				27,096	27,096	27,096	0	5/2/2011	C		8/9/2011
4500202604	NAVISTAR INC 1568 CENTRAL AVE ALBANY, NY 12205-2465 US	FLEET CAB AND CHASSIS	E	B	7	N	N	01				104,919	104,919	104,919	0	5/3/2011	O	1/31/2012	
4500202711	HILLYARD INC 125 RAWSON RD VICTOR, NY 14564-1127 US	FLOOR SWEEPER	E	B		N	N	03				11,014	11,014	11,014	0	5/5/2011	C		6/15/2011
4500202948	ASCENT AVIATION GROUP INC 1 MILL ST PARISH, NY 13131-4123 US	DIESEL FUEL	E	B	7	N	N	01				15,428	15,410	15,410	18	5/12/2011	C		5/12/2011
4500203609	GRIFFITH ENERGY 760 BROOKS AVE ROCHESTER, NY 14619-2259 US	REGULAR UNLEADED GASOLINE	E	B	7	N	N	01				9,453	9,439	9,439	14	6/2/2011	C		6/7/2011
4500203745	SKYWORKS LLC 100 THIELMAN DR BUFFALO, NY 14206-2359 US	MAN LIFTS	E	B		N	N	06				177,638	177,638	177,638	0	6/6/2011	C		12/28/2011

CONTRACT NUMBER	PROVIDER NAME	CONTRACT DESCRIPTION	T P E	Y O A	M A	R A	O A	N A	P A	M A	B A	B A	F A	CONTRACT AMOUNT	TOTAL EXPENDED TO DATE	AMOUNT EXPENDED 2011	CONTRACT BALANCE	DATE OF CONTRACT	O C	PROJ COMPLETE DATE	DATE CONTRACT COMPLETE
4500203757	SECURITY INTEGRATIONS INC DIV OF SI TECHNOLOGIES INC 160 DWIGHT PARK CIRCLE SYRACUSE, NY 13209 US	SENSTAR-STELLER ASSEMBLY BOARD	E	B	5	N	N	02						13,400	13,400	13,400	0	6/6/2011	C		8/9/2011
4500203905	KURTZ TRUCK EQUIPMENT INC 1085 MCGRAW MARATHON RD MARATHON, NY 13803-2806 US	LIFT GATE RETROFIT	E	B	6	N	N	04						5,994	5,994	5,994	0	6/9/2011	C		8/3/2011
4500203964	P A RUTH AUTOMOTIVES SALES & SERVICE INC 261 NEW KARNER RD ALBANY, NY 12205-4608 US	ROLLBACK BODY	E	B		N	N	03						42,223	42,223	42,223	0	6/10/2011	C		12/29/2011
4500204137	HENRY & WRIGHT CORP DBA FOR HALBAR MACHINE CO INC 739 E 140TH ST - STE 1 CLEVELAND, OH 44110-2182 US	POLE AND REEL TRAILERS	E	B		F	N	03						55,490	54,380	54,380	1,110	6/15/2011	C		12/8/2011
4500204259	PAUL CONGELOSI SALES INC DBA PAUL CONGELOSI TRAILER SALES 2201 STATE ROUTE 17K MONTGOMERY, NY 12549- 1909 US	HEAVY EQUIPMENT TRAILERS	E	B		N	N	05						53,825	53,825	53,825	0	6/20/2011	C		12/6/2011
4500204348	NEW PIG CORP ONE PORK AVE TIPTON, PA 16684-0304 US	ENVIRONMENT CONTAINMENT BAGS	E	B		F	N	01						26,279	26,166	26,166	113	6/21/2011	C		10/3/2011
4500204537	SKYWORKS LLC 100 THIELMAN DR BUFFALO, NY 14206-2359 US	CABLE REPLACEMENT	E	B		N	N	03						25,980	25,980	25,980	0	6/24/2011	C		9/20/2011

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4500205025	ITRON INC ENERGY INFORMATION SYSTEMS 4401 BLAND RD RALEIGH, NC 27609 US	SOFTWARE MAINTENANCE	S	B			F	N	01		46,655	46,655	46,655	0	6/1/2011	C		7/14/2011
4500205046	HAUN WELDING SUPPLY INC 728 BROAD ST UTICA, NY 13501 US	ESAB SHIELD BRIGHT WELDING WIRE	E	B	5		N	N	02		8,481	8,481	8,481	0	7/11/2011	C		7/28/2011
4500205254	FM OFFICE EXPRESS INC DBA FM OFFICE PRODUCTS 1 WOODBURY BLVD ROCHESTER, NY 14604-1811 US	BRADY LABELING PRODUCTS	E	B	7		N	Y	01		6,028	6,028	6,028	0	7/15/2011	C		7/28/2011
4500205312	MID-ISLAND ELECTRICAL SALES CORP DBA MID-ISLAND ELECTRICAL SUPPLY 59 MALL DR - PO BOX 9027 COMMACK, NY 11725-9027 US	CURRENT TRANSFORMER INSTALLATION MATERIALS	E	B	6		N	Y	03		12,841	12,841	12,841	0	7/18/2011	C		8/5/2011
4500205383	GRIFFITH ENERGY 760 BROOKS AVE ROCHESTER, NY 14619-2259 US	REGULAR UNLEADED GASOLINE	E	B	7		N	N	01		13,444	13,443	13,443	1	7/19/2011	C		7/19/2011
4500205402	GRAYBAR ELECTRIC CO INC 6605 DEERE RD SYRACUSE, NY 13206-1325 US	MOD - VARIOUS ELECTRICAL PARTS	E	B	6		N	N	04		11,110	11,110	11,110	0	7/20/2011	C		8/4/2011
4500205438	ASSOCIATED SUBSTATION ENGINEERING INC 919 ALABAMA AVE S BREMEN, GA 30110-2307 US	FABRICATE AND DELIVER CURRENT TRANSFORMER STANDS	E	B			F	N	09		211,598	42,444	42,444	169,154	7/20/2011	O	4/15/2012	

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4500205709	VISTACOM INC 1902 VULTEE ST ALLENTOWN, PA 18103 US	BARCO LAMPS	E	B	5	F	N	03						6,585	6,585	6,585	0	7/27/2011	C		8/5/2011
4500206008	ASCENT AVIATION GROUP INC 1 MILL ST PARISH, NY 13131-4123 US	DIESEL FUEL	E	B	7	N	N	01						14,689	14,685	14,685	4	8/3/2011	C		8/3/2011
4500206447	ABB INC 940 MAIN CAMPUS DR RALEIGH, NC 27606-5211 US	SHOCK ABSORBER ASSEMBLY	E	B	6	F	N	03						14,946	14,946	14,946	0	8/16/2011	C		11/14/2011
4500206633	UNITED RENTALS INC 7178 SCHUYLER RD E SYRACUSE, NY 13057 US	RENTAL OF BOOM LIFT	E	B	5	N	N	02						8,112	4,305	4,305	3,807	8/18/2011	C		10/28/2011
4500206794	BARRETT PAVING MATERIALS INC 4530 WETZEL RD LIVERPOOL, NY 13090-2517 US	STONE - LINE CREW	E	B	7	N	N	01						6,100	4,409	4,409	1,691	9/30/2011	C		10/24/2011
4500206806	STUART C IRBY CO 4583 BUCKLEY RD LIVERPOOL, NY 13088-2508 US	FLAG TERMINAL PART	E	B	6	N	N	02						8,480	8,480	8,480	0	8/24/2011	C		11/18/2011
4500206808	STEPHENSON EQUIPMENT INC 6018 DROTT DR EAST SYRACUSE, NY 13057- 2998 US	HEAVY DUTY TRAILERS	E	B		N	N	06						202,227	0	0	202,227	8/24/2011	O	2/1/2012	

CONTRACT NUMBER	PROVIDER NAME	CONTRACT DESCRIPTION	T P E	Y M A	M R A	R O A	O N A	P E A	M O B E S	B I D S	F R E E	CONTRACT AMOUNT	TOTAL EXPENDED TO DATE	AMOUNT EXPENDED 2011	CONTRACT BALANCE	DATE OF CONTRACT	O C C	PROJ COMPLETE DATE	DATE CONTRACT COMPLETE
4500206859	HEBER ASSOCIATES INC 420 QUAKER RD QUEENSBURY, NY 12804-1535 US	TEMPORARY CLERICAL PERSONNEL	S	B	7	N	N	01				24,000	8,585	8,585	15,415	8/29/2011	O	2/28/2012	
4500207025	GRAYBAR ELECTRIC CO INC 229 CHURCH ST ALBANY, NY 12202-1060 US	KINDORF PARTS	E	B	6	N	N	03				5,079	5,079	5,079	0	8/29/2011	C		9/8/2011
4500207041	CLARK RIGGING & RENTAL CORP 500 OHIO STREET LOCKPORT, NY 14094 US	CRANE RENTAL	E	B		N	N	06				27,900	21,000	21,000	6,900	8/30/2011	C		12/27/2011
4500207062	LAN-CO COMPANIES INC 7330 EASTMAN RD N SYRACUSE, NY 13212-2507 US	REPAIR WATER LINE	S	C	6	N	N	02				9,000	8,753	8,753	247	8/30/2011	C		9/2/2011
4500207185	EGGAN EXCAVATING EQUIPMENT CO INC 7439 TOWNLINE RD ROME, NY 13440-1450 US	ENVIRONMENTAL SERVICES	S	M	8	N	Y	01				40,000	0	0	40,000	9/1/2011	O	8/31/2012	
4500207458	ARCOLA SALES & SERVICE CORP 51 KERO RD CARLSTADT, NJ 07072-2604 US	SHUTTLE BUS	E	B		F	N	02				59,470	0	0	59,470	9/9/2011	O	4/12/2012	
4500207949	SUPERIOR PLUS ENERGY SERVICES INC 760 BROOKS AVE ROCHESTER, NY 14619-2259 US	REGULAR UNLEADED GASOLINE	E	B	7	N	N	01				9,381	9,354	9,354	27	9/13/2011	C		9/21/2011

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4500208052	TRAVIS PATTERN & FOUNDRY INC C/O ELECTRICOMM INC 4327 KENCREST DR SYRACUSE, NY 13215 US	COUPLER, 800KV	E	C	5	N	N	03								13,559	13,559	13,559	0	9/22/2011	C		11/7/2011
4500208176	JOHNSON CONTROLS INC 130 JOHN MUIR DR - STE 100 AMHERST, NY 14228-1139 US	ANNUAL MAINTENANCE FOR ACCESS CONTROL	S	B	7	N	N	01								18,922	18,922	18,922	0	10/1/2011	O	9/30/2012	
4500208286	RIEBEN LAWRENCE & SONS INC 357 ORISKANY BLVD WHITESBORO, NY 13492-1424 US	REPLACE ACCESS TUNNEL ROOF	C	M	5	N	Y	01								14,750	14,750	14,750	0	9/28/2011	C		11/9/2011
4500208332	COLT ATLANTIC SERVICES INC 4135 INDUSTRY WAY FLOWERY BRANCH, GA 30542 US	REPAIR CURRENT TRANSFORMER FLANGE	S	B	5	F	N	01								8,225	8,225	8,225	0	9/29/2011	C		10/19/2011
4500208390	UNITED RENTALS (NORTH AMERICA) INC 552 HOUSATONIC AVE BRIDGEPORT, CT 06604-3326 US	TELEHANDLER RENTAL	E	B	5	F	N	01								5,574	329	329	5,245	10/3/2011	C		11/4/2011
4500208440	AUTOMOTIVE RENTALS INC 40001 LEADENHALL RD MOUNT LAUREL, NJ 08054-4611 US	AUTOMOTIVE MAINTENANCE	S	B	7	F	N	01								200,000	23,654	23,654	176,346	10/3/2011	O	9/30/2012	
4500208972	SOUTHERN STATES LLC C/O POWER SALES GROUP INC 175 ANDOVER ST - STE 105 DANVERS, MA 01923-1443 US	SOUTHERN STATES FUSES AND FUSE HOLDERS	E	B	6	F	N	02 X								13,272	13,272	13,272	0	10/17/2011	C		12/6/2011

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4500209074	PCORE ELECTRIC CO INC 135 GILBERT ST LEROY, NY 14482-1353 US	DOBLE-LAPP TEST TERMINAL	E	B						N	N	02		26,576	0	0	26,576	10/18/2011	O	1/20/2012	
4500209669	SUPERIOR PLUS ENERGY SERVICES INC 760 BROOKS AVE ROCHESTER, NY 14619-2259 US	DIESEL FUEL	E	B	7					N	N	01 X		10,108	10,108	10,108	0	11/1/2011	C		11/1/2011
4500209814	SUPERIOR PLUS ENERGY SERVICES INC 760 BROOKS AVE ROCHESTER, NY 14619-2259 US	REGULAR UNLEADED FUEL	E	B	7					N	N	01 X		8,017	8,017	8,017	0	11/3/2011	C		11/3/2011
4500209919	IN-BUILDING CELLULAR DBA FOR JAMES G HACHEY INC 87 CAMBRIDGE ST BURLINGTON, MA 01803-4115 US	CELL PHONE SIGNAL EXTENDER	E	B	5					F	N	02		11,784	1,200	1,200	10,584	11/7/2011	C		11/19/2011
4500209935	QUALITROL COMPANY LLC 1385 FAIRPORT RD FAIRPORT, NY 14450 US	DIGITAL CHART RECORDER COMMISSIONING	S	B	5					N	N	01		12,000	0	0	12,000	11/7/2011	C		12/9/2011
4500209995	EATON CORP 8609 SIX FORKS RD RALEIGH, NC 27615-2966 US	POWER WARE POWER SUPPLY	E	B	7					F	N	01		11,738	11,738	11,738	0	11/8/2011	C		11/18/2011
4500210105	HOOPER HANDLING INC 5590 CAMP RD HAMBURG, NY 14075-3780 US	RAYMOND FORKLIFT	E	M	8					N	Y	01		37,268	0	0	37,268	11/10/2011	O	6/1/2012	

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4500210231	ALTEC INDUSTRIES INC POB 11407 BIRMINGHAM, AL 35246-0414 US	REPAIR OF DIGGER DERRICK	E	S	8	F	N	01								19,686	0	0	19,686	11/16/2011	O	1/31/2012	
4500210238	POWER LINE SYSTEMS INC 610 N WHITNEY WAY - STE 160 MADISON, WI 53705 US	PLS-CADD UPGRADE TECHNICAL SUPPORT	E	S	5	F	N	01								13,640	13,640	13,640	0	11/16/2011	C		11/29/2011
4500210412	NORTHCO PRODUCTS INC 12 WALKER WAY ALBANY, NY 12205-4985 US	WIDE FORMAT PRINTER/SCANNER	E	B	7	N	N	01								14,829	14,829	14,829	0	11/21/2011	C		12/12/2011
4500210589	IPC INFORMATION SYSTEMS INC 25 KINGSTON ST BOSTON, MA 02111 US	MAINTENANCE CONTRACT	S	B	5	F	N	01								8,410	0	0	8,410	11/28/2011	O	10/31/2012	
4500211101	WASTE MANAGEMENT OF NY-UTICA 2003 BLEECKER ST UTICA, NY 13501-1711 US	RUBBISH REMOVAL SERVICE	S	B	7	N	N	01								9,360	0	0	9,360	12/7/2011	O	12/31/2012	
4500211437	SUPERIOR PLUS ENERGY SERVICES INC 760 BROOKS AVE ROCHESTER, NY 14619-2259 US	DIESEL FUEL	E	B	7	N	N	01								9,156	9,156	9,156	0	12/15/2011	C		12/20/2011
4500211515	SUPERIOR PLUS ENERGY SERVICES INC 760 BROOKS AVE ROCHESTER, NY 14619-2259 US	REGULAR GASOLINE	E	B	7	N	N	01								11,306	11,305	11,305	1	12/16/2011	C		12/19/2011

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4500211826	TALLEY INC 12976 SANDOVAL ST SANTA FE SPRINGS, CA 90670 US	CELLULAR SIGNAL EXTENDER	E	B	5	N	N	03								9,951	0	0	9,951	12/28/2011	O	1/19/2012	
4500211865	IBM CORP 80 STATE ST ALBANY, NY 12207 US	IBM SERVER MAINTENANCE	S	B	7	N	N	01								99,040	0	0	99,040	12/28/2011	O	12/31/2012	
4500211873	IBM CORP 80 STATE ST ALBANY, NY 12207 US	IBM STORAGE MAINTENANCE AGREEMENT	S	B	7	N	N	01								21,000	0	0	21,000	12/28/2011	O	12/31/2012	
4600002037	ACCESS HEALTH SYSTEMS 776A WATERLIET SHAKER RD LATHAM, NY 12110-2296 US	CEC MEDICAL EXAMINATIONS	P	B		N	Y	02								180,000	115,490	39,425	64,510	1/1/2009	C		12/31/2011
4600002057	NGK LOCKE INC 2525 INSULATOR DR BALTIMORE, MD 21230 US	30K & 50K BELL INSULATORS	E	B		F	N	04								2,200,000	939,538	15,755	1,260,462	1/29/2009	O	12/31/2012	
4600002150	CONCORDE SPECIALTY GASES INC 36 EATON RD EATONTOWN, NJ 07724 US	SULFUR HEXAFLUORIDE GAS (SF6)	E	B		F	N	04								90,000	50,760	13,411	39,240	7/1/2009	C		6/30/2011
4600002282	AVIATION SERVICES UNLIMITED LLC PO BOX 629 ORISKANY, NY 13424 US	HELICOPTER SERVICES FOR TRANSMISSION LINE INSPECTION	S	B		N	N	02								800,000	194,957	132,843	605,043	7/1/2010	O	6/30/2013	

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4600002300	GENERAL PHYSICS SERVICE CORP 8401-J BENJAMIN RD TAMPA, FL 33634 US	MECHANICAL APPRENTICE TRAINER SERVICES	S		B			N	N		03	700,000	327,620	255,620	372,380	8/1/2010	O	7/31/2013		
4600002343	TRACEY ROAD EQUIPMENT INC PO BOX 489 - MANLIUS CENTER RD EAST SYRACUSE, NY 13057-5233 US	INSTALLATION OF BART TECHNOLOGY EQUIPMENT TO THE AUTHORITY'S VEHICLES	S		B			N	N		05	500,000	235,223	235,223	264,777	12/1/2010	C		11/30/2011	
4600002413	ELECTROMARK CO PO BOX 25 WOLCOTT, NY 14590-4070 US	INFORMATION TAGS	E		B			N	N		02	150,000	17,630	17,630	132,370	7/1/2011	O	6/30/2014		
4600002415	PRAXAIR DISTRIBUTION MID-ATLANTIC LLC - DBA GTS-WELCO 39 OLD RIDGEBURY RD DANBURY, CT 06810-5108 US	SF6 STOCK	E		B			F	N		06	250,000	16,100	16,100	233,900	7/1/2011	O	6/30/2014		
4600002418	HAVERFIELD AVIATION INC 1750 EMMITSBURG RD GETTYSBURG, PA 17325 US	HELICOPTER INSPECTIONS & LINE MAINTENANCE	S		B			F	N		04	1,900,000	209,330	209,330	1,690,670	7/6/2011	O	6/30/2016		
CEC TOTALS												13,315,525	7,448,405	6,256,450	5,867,120					

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FACILITY: CEC

TOTAL NUMBER OF CONTRACTS	131	
TOTAL CONTRACT VALUE		\$13,315,525
TOTAL EXPENDED TO DATE		\$7,448,405
TOTAL EXPENDED IN REPORT YEAR		\$6,256,450
<u>STATUS SUMMARY</u>		
TOTAL NUMBER OPEN CONTRACTS	28	
TOTAL NUMBER CLOSED CONTRACTS	103	
<u>METHOD OF AWARD SUMMARY</u>		
TOTAL NUMBER COMP BID	116	
TOTAL NUMBER SOLE SOURCE/SINGLE SOURCE	5	
TOTAL NUMBER COMP SEARCH	4	
TOTAL NUMBER MWBE/SBE	6	
<u>COMMITMENT TYPE SUMMARY</u>		
TOTAL NUMBER ARCHITECTURAL & ENGINEERING SERVICES	0	
TOTAL NUMBER CONSTRUCTION	2	
TOTAL NUMBER EQUIP/GOODS/COMMODITY	100	
TOTAL NUMBER LEGAL SERVICES	0	
TOTAL NUMBER PERSONAL SERVICES	1	
TOTAL NUMBER OTHER NON PERSONAL SERVICES	28	

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4500141631	PITNEY BOWES INC 405 N FRENCH RD - STE 116 BUFFALO, NY 14228-2010 US	MAILING SYSTEM	E	B	7	N	N	N	02			17,355	16,800	2,918	555	5/29/2007	C		7/29/2011
4500183334	COMET FLASHER INC 1 BABCOCK ST BUFFALO, NY 14210-2250 US	MAINTAIN TRAFFIC CONTROL DEVICES INCLUDING INSTALL AND REMOVAL	S	B				N	N	01		50,000	4,200	350	45,800	12/23/2009	C		1/24/2011
4500184476	JR SWANSON PLUMBING CO INC 413 103RD ST NIAGARA FALLS, NY 14304-3625 US	UNDERGROUND PIPE REPAIRS AS NEEDED	C	B				N	N	07		67,175	0	0	67,175	1/25/2010	C		2/1/2011
4500185558	PHENIX TECHNOLOGIES INC 75 SPEICHER DR ACCIDENT, MD 21520-2174 US	ON-SITE TESTING & REPAIR HI-POT MACHINE	S	S	5			N	N	01		5,650	3,541	3,541	2,109	2/17/2010	C		2/28/2011
4500188555	NOVA RECORDS MANAGEMENT LLC ROCHESTER DATA STORAGE & SHREDDING 1093 ROUTE 19 WELLSVILLE, NY 14895-0120 US	SECURE PAPER RECYCLING	S	B				N	N	03		15,496	7,794	4,219	7,702	4/30/2010	C		6/30/2011
4500190203	MODERN DISPOSAL SERVICES INC PO BOX 209 MODEL CITY, NY 14107-0209 US	GENERAL REFUSE SERVICE AGREEMENT	S	B	7			N	N	01		53,000	52,468	47,962	532	10/1/2010	C		9/30/2011
4500190374	BRISTOL HARBOR GROUP INC 103 POPPASQUASH RD BRISTOL, RI 02809-1018 US	NAVAL ARCHITECT CONSULTANT SERVICE	A	B				F	N	03		41,845	41,451	34,906	394	6/15/2010	C		6/30/2011

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			E	A	A	A	N	N	N								
4500190548	CRYSTAL ROCK BOTTLED WATER 840 AERO DR CHEEKTOWAGA, NY 14225-1451 US	BOTTLED WATER AND COOLER SERVICE AGREEMENT	E	C	5	N	N	N	03	14,362	14,362	9,346	0	7/1/2010	C		9/1/2011
4500190654	INSTRUMENT TRANSFORMER EQUIPMENT CORP PO BOX 23088 CHARLOTTE, NC 28227-0272 US	CURRENT TRANSFORMER	E	B			F	N	04	17,661	17,661	17,661	0	6/22/2010	C		2/28/2011
4500192271	JOHNSON CONTROLS INC 130 JOHN MUIR DR - STE 100 AMHERST, NY 14228-1139 US	SOFTWARE SUPPORT SERVICE AGREEMENT	S	S	5	N	N	N	01	7,000	7,000	0	0	8/5/2010	C		9/1/2011
4500192471	EDWARD ARNOLD SCRAP PROCESSORS INC 2216 ANGLING RD CORFU, NY 14036 US	BARGE DISMANTLEMENT AND DEMOLITION	S	B			N	N	05	175,162	171,659	9,165	3,503	8/10/2010	C		1/7/2011
4500192526	GE ENERGY CONTROL SOLUTIONS INC 1800 NELSON RD LONGMONT, CO 80501-6324 US	WOODWARD GOVERNOR GILTERS	E	B			F	N	03	36,714	25,462	17,532	11,252	8/10/2010	C		9/1/2011
4500194266	E & R INDUSTRIAL SALES INC 1800 BROADWAY ST - STE 4B BUFFALO, NY 14212 US	APPRENTICE TOOLS	E	C	5	N	N	N	02	7,953	7,880	580	73	9/24/2010	C		1/5/2011
4500194355	AMERICAN ROCK SALT CO LLC P O BOX 190 MOUNT MORRIS, NY 14510 US	BULK ROCK SALT	E	B	7	N	N	N	01	30,443	30,197	17,443	246	9/27/2010	C		8/31/2011

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			P	A	A	A	P	N	B								
4500195457	TRENCH LTD C/O HASGO POWER EQUIP SALES INC 31 WEST MAIN ST LE ROY, NY 14482 US	TRANSFORMER BUSHING	E	C	5	N	N	01		7,245	7,245	7,245	0	10/26/2010	C		6/7/2011
4500195613	GANCO INC FIRST BUFFALO RIVER MARINA 1825 LIBERTY BLDG - 424 MAIN ST BUFFALO, NY 14202-3602 US	MARINA MAINTENANCE OPERATION	S	S	5	N	N	01		12,556	12,556	12,556	0	10/28/2010	C		4/2/2011
4500195995	RBC LUBRON BEARING SYSTEMS INC 17611 METZLER LANE HUNTINGTON BEACH, CA 92647 US	LINK PIN BUSHINGS	E	B		F	N	01		32,730	32,730	32,730	0	11/5/2010	C		6/7/2011
4500196529	EFD INDUCTION INC 31511 DEQUINDRE RD MADISON HEIGHTS, MI 48071 US	BRAZING SERVICE AND REPAIR	S	S	5	F	N	01	X	6,813	6,813	6,813	0	12/10/2010	C		1/31/2011
4500196669	AMC PRECISION INC 430 ROBINSON ST N TONAWANDA, NY 14120-7021 US	PIN & BUSHING	E	C	5	N	N	02		9,201	9,201	9,201	0	11/23/2010	C		2/28/2011
4500197251	SURVICE ENGINEERING CO LLC 4695 MILLENNIUM DR BELCAMP, MD 21017-1505 US	ROTOR POLE MEASUREMENTS	S	S	5	N	N	01		5,045	4,999	4,999	46	3/29/2011	C		3/29/2011
4500197280	HANES SUPPLY INC 55 JAMES E CASEY DR BUFFALO, NY 14206-2361 US	FALL SAFETY EQUIPMENT	E	C	5	N	N	02		6,843	6,843	1,720	0	12/9/2010	C		1/4/2011

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4500197283	APPLIED INDUSTRIAL TECHNOLOGIES 579 SHERIDAN DR TONAWANDA, NY 14150-7848 US	WELDING CARTS	E	B	7	N	N	01			14,525	14,525	14,525	0	12/9/2010	C		1/6/2011
4500197322	MODERN PORTABLE TOILETS INC PO BOX 209 MODEL CITY, NY 14107-0209 US	PORTABLE TOILETS, HAND WASH STATIONS ETC	E	B	5	N	N	01			12,000	9,448	9,448	2,552	12/9/2010	C		12/20/2011
4500197333	COYNE TEXTILE SERVICES INC 111 JAMES E CASEY DR BUFFALO, NY 14206 US	CONTRACT FOR REUSABLE INDUSTRIAL WIPERS & OIL ABSORBENT RUGS	E	B		N	N	01			100,000	97,717	97,717	2,283	12/10/2010	C		12/20/2011
4500197340	COYNE TEXTILE SERVICES INC 111 JAMES E CASEY DR BUFFALO, NY 14206 US	RUG SERVICE	E	B	5	N	N	01			16,000	7,389	7,389	8,611	1/3/2011	O	12/31/2012	
4500197372	GEXPRO DBA FOR GENERAL SUPPLY & SERV INC 5500 MAIN ST - STE 301 WILLIAMSVILLE, NY 14221-6737 US	EVENT RECORDER MODULE	E	C	5	N	N	01			9,008	9,008	9,008	0	12/10/2010	C		2/28/2011
4500197389	EATON OFFICE SUPPLY CO INC 180 JOHN GLENN DR AMHERST, NY 14228-2292 US	OFFICE SUPPLIES FOR THE NIAGARA PROJECT 2011	E	B	7	N	N	01			21,622	16,947	16,947	4,675	12/28/2010	C		12/31/2011
4500197394	ROCHESTER PORTABLE SPECIALTIES DBA CRESCENT MOON 6089 LOOMIS RD FARMINTON, NY 14425-9526 US	PORTABLE RESTROOM TRAILER RENTAL	E	C	5	N	N	01			9,350	8,350	8,350	1,000	12/15/2010	C		6/7/2011

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			E	A	A	A	E	S	R								
4500197418	STAPLES ADVANTAGE 25 HAZELWOOD DR AMHERST, NY 14228-2224 US	OFFICE SUPPLIES FOR 2011 NIAGARA PROJECT	E	B	7	N	N	01		19,964	11,919	11,919	8,045	12/28/2010	C		12/31/2011
4500197426	S & B COMPUTER & OFFICE PRODUCTS 1 FAIRCHILD SQ - STE 3 CLIFTON PARK, NY 12065 US	OFFICE SUPPLIES FOR THE NIAGARA PROJECT FOR 2011	E	B	7	N	Y	01		33,384	21,399	21,399	11,985	12/29/2010	C		12/31/2011
4500197622	ABB INC 10300 HENRI-BOURASSA WEST ST LAURENT, PQ H4S 1N6 CA	EXCITER PARTS	E	B		F	N	02		26,748	26,748	26,748	0	12/16/2010	C		1/31/2011
4500197632	USA MOBILITY WIRELESS INC 6850 VERSAR CNTR - STE 420 SPRINGFILED, VA 22151-4148 US	PAGER RENTAL	E	B	7	N	N	01		12,125	7,261	7,261	4,864	12/16/2010	O	1/6/2012	
4500197680	LB FOSTER RAIL PRODUCTS INC 415 HOLIDAY DR PITTSBURGH, PA 15520 US	GALVANIZED RAIL CLIP	E	B	5	F	N	02		8,100	8,100	8,100	0	12/17/2010	C		1/31/2011
4500197814	ROBINSON SALES INC 1240 ASHBRIDGE RD WEST CHESTER, PA 19380 US	BUS DIFFERENTIAL RELAY	E	C	5	F	N	02		8,390	8,390	8,390	0	12/22/2010	C		1/31/2011
4500197815	GE INDUSTRIAL SYSTEMS INC 4601 PARK RD - STE 600 CHARLOTTE, NC 28209-3799 US	BUS DIFFERENTIAL SYSTEM	E	C	5	F	N	03 X		10,561	10,561	10,561	0	12/22/2010	C		1/31/2011

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4500197847	ANDERSEN ELECTRIC SUPPLY INC 910 FACTORY OUTLET BLVD NIAGARA FALLS, NY 14304-1596 US	RM CO2 EXHAUST SYSTEM PARTS	E	C	5	N	N	03			7,904	7,904	7,904	0	12/22/2010	C		2/11/2011
4500198083	MILTON CAT 4610 E SAILE DR BATAVIA, NY 14020-1017 US	ICEBREAKER ENGINE PARTS	E	B	5	N	N	01			12,468	6,316	6,316	6,152	1/3/2011	C		1/31/2011
4500198128	GEXPRO DBA FOR GENERAL SUPPLY & SERV INC 5500 MAIN ST - STE 301 WILLIAMSVILLE, NY 14221-6737 US	EVENT RECORDER MODULE	E	S	5	N	N	01			6,005	6,005	6,005	0	1/3/2011	C		2/28/2011
4500198363	KURK FUEL OIL CO PO BOX A BUFFALO, NY 14217-0305 US	UNLEADED FUEL	E	B	7	N	N	01			10,368	10,368	10,368	0	1/12/2011	C		1/31/2011
4500198365	KURK FUEL OIL CO PO BOX A BUFFALO, NY 14217-0305 US	WINTER BLEND 80/20 DIESEL B5	E	B	7	N	N	01			11,943	11,943	11,943	0	1/13/2011	C		1/31/2011
4500198472	KELLY SERVICES INC STE 116 500 CORPORATE PKWY AMHERST, NY 14226-1263 US	TEMPORARY SECRETARIAL	S	B	7	N	N	01			52,500	47,198	47,198	5,302	1/17/2011	C		12/20/2011
4500198567	H & V SALES INC 2310 WILLIAM ST BUFFALO, NY 14206-2598 US	HVAC DAMPER	E	B	5	N	N	02			9,860	9,860	9,860	0	1/14/2011	C		2/28/2011

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			E	A	A	A	P	B	D								
4500198802	LACHUT ELECTRICAL SALES INC 401 FAIRMONT AVE N TONAWANDA, NY 14120 US	CARDKEY PEDESTAL	E	B	5	N	N	02		7,935	7,935	7,935	0	1/19/2011	C		4/13/2011
4500198812	R B UREN EQUIPMENT RENTAL INC 1120 CONNECTING RD NIAGARA FALLS, NY 14304- 0426 US	MAN LIFT RENTAL	E	B	5	N	N	01		5,425	5,425	5,425	0	1/20/2011	C		1/31/2011
4500198893	COMET FLASHER INC 1 BABCOCK ST BUFFALO, NY 14210-2250 US	MAINTENANCE OF TRAFFIC CONTROL DEVICE ROBERT MOSES PARKWAY	S	B		N	N	02		64,400	11,189	11,189	53,211	1/21/2011	O	1/31/2012	
4500198905	FM OFFICE EXPRESS INC DBA FM OFFICE PRODUCTS 1 WOODBURY BLVD ROCHESTER, NY 14604-1811 US	CONDUIT	E	B	7	N	Y	01		15,373	15,373	15,373	0	1/21/2011	C		4/13/2011
4500199098	ANDERSEN ELECTRIC SUPPLY INC 910 FACTORY OUTLET BLVD NIAGARA FALLS, NY 14304- 1596 US	CO2 VENT. SYSTEM PARTS	E	B	5	N	N	03		9,114	9,114	9,114	0	1/27/2011	C		2/28/2011
4500199162	MICHIGAN WHEEL CORP 1501 BUCHANAN AVE SW GRAND RAPIDS, MI 49507 US	ICEBREAKER PROPELLERS	E	B	5	F	N	01		9,996	9,996	9,996	0	1/31/2011	C		6/7/2011
4500199731	IRR SUPPLY CENTERS INC 8890 PORTER RD NIAGARA FALLS, NY 14304 US	VALVE REPAIR PARTS	E	B	5	N	N	02		6,266	6,266	6,266	0	2/15/2011	C		2/28/2011

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4500199980	KURK FUEL OIL CO PO BOX A BUFFALO, NY 14217-0305 US	FUEL FOR GEN MAINTENANCE TANKS	E	B	7	N	N	01			10,606	10,606	10,606	0	2/22/2011	C		2/23/2011
4500200207	H & V SALES INC 2310 WILLIAM ST BUFFALO, NY 14206-2598 US	HVAC FAN	E	B	5	N	N	03			10,320	10,320	10,320	0	2/28/2011	C		4/14/2011
4500200433	GEXPRO DBA FOR GENERAL SUPPLY & SERV INC 5500 MAIN ST - STE 301 WILLIAMSVILLE, NY 14221- 6737 US	CONTROL CABLE	E	B	5	N	N	03			14,511	14,511	14,511	0	3/4/2011	C		4/13/2011
4500200568	SCRUFARI CONSTRUCTION CO INC 3925 HYDE PARK BLVD NIAGARA FALLS, NY 14305- 1701 US	EMERGENCY ROCK FALL CLEANUP	S	C	1	N	N	02			125,000	109,471	109,471	15,529	3/14/2011	C		4/13/2011
4500200848	NIAGARA ERECTING INC 500 OHIO ST LOCKPORT, NY 14094-4222 US	TRANSPORT LPGP RUNNER	S	B		N	Y	02			14,216	14,216	14,216	0	3/16/2011	C		6/7/2011
4500200861	GE ENERGY SERVICES INC 4601 PARK RD - STE 600 CHARLOTTE, NC 28209-3799 US	POTENTIAL TRANSFORMERS	E	B		F	N	09			37,883	37,883	37,883	0	3/16/2011	C		4/30/2011
4500200957	WELLSVILLE FLYING SERVICE INC 2600 TARANTINE RD WELLSVILLE, NY 14895-9690 US	FLIGHTS OVER LAKE ERIE BASIN FOR ICE BOOM REMOVAL	S	S	5	N	N	01			5,450	5,450	5,450	0	4/15/2011	C		4/15/2011

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			E	A	A	A	N	P	B								
4500201114	KURK FUEL OIL CO PO BOX A BUFFALO, NY 14217-0305 US	B5 DIESEL FUEL	E	B	7	N	N	01		13,836	13,836	13,836	0	3/25/2011	C		3/29/2011
4500201228	REXEL INC STE 400 505 DUKE RD CHEEKTOWAGA, NY 14225-5101 US	DACS HARDWARE RM02	E	B	5	N	N	02		10,748	10,533	10,533	215	3/28/2011	C		10/1/2011
4500201230	TP WOODSIDE INC 60 LAWRENCE BELL DR WILLIAMSVILLE, NY 14221-7074 US	HVAC LPGP BATTERY ROOM #2	E	B	5	N	N	02		9,560	9,560	9,560	0	3/28/2011	C		6/7/2011
4500201294	SPRINGER'S INC 55 MAIN ST - PO BOX 831 RICHFIELD SPRINGS, NY 13439-2527 US	BUSH HOG 2515	E	B	5	N	N	03		11,400	11,400	11,400	0	3/29/2011	C		6/2/2011
4500201355	HOHL INDUSTRIAL SERVICES INC 770 RIVERVIEW BLVD TONAWANDA, NY 14150-7880 US	NIAGARA RIVER CABLE REMOVAL	S	B		N	Y	06		15,750	6,000	6,000	9,750	3/30/2011	O	2/1/2012	
4500201584	SAFWAY SERVICES LLC 1265 MOUNT READ BLVD ROCHESTER, NY 14606-2817 US	RIGGING SYSTEM	E	S	5	N	N	01		5,375	5,336	5,336	39	7/26/2011	C		9/1/2011
4500201603	ALSTOM GRID INC 1 RITZ AVE WAYNESBORO, GA 30830-3412 US	345KV CURRENT TRANSFORMER	E	B		F	N	03		47,920	0	0	47,920	4/5/2011	O	2/22/2012	

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4500201796	KURK FUEL OIL CO PO BOX A BUFFALO, NY 14217-0305 US	FUEL FOR GENERAL MAINTENANCE TANKS	E	B	7	N	N	01		12,756	12,756	12,756	0	4/11/2011	C		4/15/2011
4500201857	SCRUFARI CONSTRUCTION CO INC 3925 HYDE PARK BLVD NIAGARA FALLS, NY 14305-1701 US	ROCK FALL REPAIR SERVICE	S	B	5	N	N	02		6,170	0	0	6,170	4/12/2011	O	3/31/2012	
4500201899	DAVIS ELECTRICAL SUPPLY CO 24 ANDERSON DR BUFFALO, NY 14225 US	CONTROLLER	E	B	5	N	N	03		15,885	15,587	15,587	298	4/13/2011	C		5/4/2011
4500201917	MOLLENBERG BETZ INC 300 SCOTT ST BUFFALO, NY 14204-2293 US	CHILL WATER PIPE MODIFICATION	C	B	5	N	N	02		12,500	7,500	7,500	5,000	4/13/2011	O	2/1/2012	
4500202201	APPLIED INDUSTRIAL TECHNOLOGIES 579 SHERIDAN DR TONAWANDA, NY 14150-7848 US	REDUCTION GEARS	E	B	7	N	N	01		15,717	15,717	15,717	0	4/20/2011	C		6/30/2011
4500202274	AUTOMATECH INC 138 INDUSTRIAL PARK RD PLYMOUTH, MA 02360-7243 US	GE GLOBAL CARE COVERAGE	S	B		F	N	02		20,304	20,304	20,304	0	4/21/2011	O	4/27/2012	
4500202461	PROTEUS GROUP 124 PARNELL RD ST CATHARINES, ON L2M 1V4 CA	ZEBRA MUSSEL CONTROL	S	B		F	N	02		26,280	26,280	26,280	0	4/28/2011	C		11/30/2011

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4500202592	AUTOMATED CONTROL SOLUTIONS INC 1000 YOUNG ST - STE 450 TONAWANDA, NY 14150-4119 US	DACS UPGRADE	S	M	5	N	Y	01		11,900	11,260	11,260	640	5/2/2011	C		11/4/2011
4500202937	NATURE'S WAY ENVIRONMENTAL CONSULTANTS & CONTRACTORS INC 3553 CRITTENDEN RD ALDEN, NY 14004-8551 US	BACKFILL BURROWS	S	B	5	N	Y	04		12,400	11,870	11,870	530	5/11/2011	C		8/1/2011
4500202988	WESCO DISTRIBUTION INC 120 GALLERIA DR CHEEKTOWAGA, NY 14225-5193 US	ROADWAY LIGHTING FIXTURES AND LAMPS	E	B	5	N	N	05		6,141	6,141	6,141	0	5/12/2011	C		9/1/2011
4500203130	RORAIMA CONSULTING INC 118-44 GUY R BREWER BLVD JAMAICA, NY 11434-2102 US	INVERTER	E	B		N	Y	04		39,995	39,995	39,995	0	5/18/2011	C		9/1/2011
4500203369	ROCHESTER PORTABLE SPECIALTIES DBA CRESCENT MOON 6089 LOOMIS RD FARMINTON, NY 14425-9526 US	PORTABLE RESTROOM	E	S	5	N	N	01		6,563	6,563	6,563	0	8/5/2011	C		10/7/2011
4500203370	KNOLL INC 1235 WATER ST EAST GREENVILLE, PA 18041-2202 US	OFFICE FURNITURE	E	B	7	F	N	01		17,317	17,317	17,317	0	5/25/2011	C		9/12/2011
4500203377	KURK FUEL OIL CO PO BOX A BUFFALO, NY 14217-0305 US	FUEL FOR GENERAL MAINTENANCE TANKS	E	B	7	N	N	01		11,980	11,980	11,980	0	5/25/2011	C		6/13/2011

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4500203416	NOCO ENERGY CORP PO BOX 86 TONAWANDA, NY 14151-0086 US	TURBINE OIL	E	B	5	N	N	N	03			8,901	8,766	8,766	135	5/26/2011	C		6/7/2011
4500203457	PITNEY BOWES INC 1 ELMCROFT RD STAMFORD, CT 06926-0700 US	MAIL STREAM SOLUTION 4 - POSTAGE SCALE	E	B	7	N	N	N	01			17,694	17,693	17,693	1	5/26/2011	C		9/1/2011
4500203458	PITNEY BOWES INC 1 ELMCROFT RD STAMFORD, CT 06926-0700 US	METER RENTAL/MAINTENANCE AGREEMENT - NEW POSTAGE SCALE	E	B	7	N	N	N	01			5,355	2,604	2,604	2,751	5/26/2011	O	6/30/2015	
4500203531	SHRED-IT BUFFALO 440 LAWRENCE BELL DR - STE 2 WILLIAMSVILLE, NY 14221-7057 US	PAPER SHREDDING	S	B	5	N	N	N	03			6,240	4,752	4,752	1,488	5/31/2011	O	6/12/2012	
4500203544	CRYSTAL SPRINGS DBA FOR DS WATERS OF AMERICA INC STE 500 5660 NEW NORTHSIDE DR ATLANTA, GA 30328-5826 US	BOTTLED WATER	E	B		N	N	N	03			31,200	2,848	2,848	28,352	5/31/2011	O	6/30/2015	
4500203803	AIRLINE HYDRAULICS CORP 3557 PROGRESS DR BENSALEM, PA 19020-5896 US	TURBINE PUMP REPAIR	E	S	5	F	N	N	01	X		5,184	5,184	5,184	0	8/3/2011	C		11/4/2011
4500203879	GE ENERGY CONTROL SOLUTIONS INC 1800 NELSON RD LONGMONT, CO 80501-6324 US	WOODWARD GOV. PARTS	E	B	5	F	N	N	02			7,153	7,153	7,153	0	6/8/2011	C		9/1/2011

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4500203983	KRAFTWERKS STORAGE & MATERIAL HANDLING PRODUCTS INC 92 COOPER AVE TONAWANDA, NY 14150 US	SHELVES	E	M	5	N	Y	01	X		14,379	14,379	14,379	0	6/10/2011	C		8/25/2011
4500203989	KURK FUEL OIL CO PO BOX A BUFFALO, NY 14217-0305 US	BIO-DIESEL SUMMER BLEND B5 FUEL	E	B	5	N	N	01			13,728	13,728	13,728	0	6/10/2011	C		6/17/2011
4500204040	LIFE SAFETY ENGINEERED SYSTEMS INC 60 SONWIL DR BUFFALO, NY 14225-2425 US	EVALUATION SITE FIRE ALARM	P	B	7	N	N	01			43,600	21,800	21,800	21,800	6/13/2011	O	2/1/2012	
4500204119	SLINGMAX RIGGING PRODUCTS 2626 MARKET ST ASTON, PA 19014 US	LIFTING SLINGS	E	B	5	F	N	02	X		14,934	14,934	14,934	0	6/15/2011	C		8/1/2011
4500204126	COOK MOVING SYSTEMS INC 1845 DALE RD BUFFALO, NY 14225-4909 US	WAREHOUSE RELOCATION SERVICES	S	B	7	N	N	02			90,509	79,509	79,509	11,000	6/15/2011	C		12/19/2011
4500204371	RW LINDSAY INC 2321 NIAGARA RD NIAGARA FALLS, NY 14304 US	COMPRESSOR	E	B	5	N	N	01			5,384	5,384	5,384	0	6/21/2011	C		8/1/2011
4500204422	TRANSCAT 35 VANTAGE POINT DR ROCHESTER, NY 14624 US	SIGNAL CONDITIONER	E	B	5	N	N	03	X		11,031	11,031	11,031	0	6/22/2011	C		8/1/2011

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4500204993	HOHL INDUSTRIAL SERVICES INC 770 RIVERVIEW BLVD TONAWANDA, NY 14150-7880 US	RM LOWER DRAFT TUBE STOP LOG REMOVAL	E	S	S	N	Y	01			5,760	5,760	5,760	0	8/22/2011	C		8/22/2011
4500205022	EDWARD ARNOLD SCRAP PROCESSORS INC 2216 ANGLING RD CORFU, NY 14036 US	ENVIRONMENTAL SERVICES	S	S	S	N	N	01			6,315	6,315	6,315	0	7/9/2011	C		8/1/2011
4500205032	NIAGARA ERECTING INC 500 OHIO ST LOCKPORT, NY 14094-4222 US	MOBILE CRANE RENTAL	E	B		N	Y	01			40,000	27,460	27,460	12,540	7/11/2011	O	2/1/2012	
4500205034	R W FERNSTRUM & CO INC 1716 ELEVENTH AVE MENOMINEE, MI 49858 US	KEEL COOLER	E	B	S	F	N	02	X		7,996	7,996	7,996	0	7/11/2011	C		9/12/2011
4500205068	MARICH MACHINE & TOOL CO 3815 LAKESIDE AVE CLEVELAND, OH 44114 US	SHEAR PINS	E	B	S	F	N	02			13,476	13,476	13,476	0	7/11/2011	C		10/20/2011
4500205099	PENNSYLVANIA TRANSFORMER TECHNOLOGY INC 30 CURRY AVE - STE 1 CANONSBURG, PA 15317-1786 US	WAREHOUSE STOCK ITEMS	E	B	S	F	N	03			7,071	7,071	7,071	0	7/12/2011	C		10/3/2011
4500205134	KURK FUEL OIL CO PO BOX A BUFFALO, NY 14217-0305 US	GASOLINE DELIVERY	E	B	7	N	N	01			12,123	12,123	12,123	0	7/13/2011	C		7/13/2011

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4500205197	GEXPRO DBA FOR GENERAL SUPPLY & SERV INC 5500 MAIN ST - STE 301 WILLIAMSVILLE, NY 14221-6737 US	ELECTRONIC PARTS	E	B		N	N	03	X	30,926	30,926	30,926	0	7/14/2011	C		9/12/2011
4500205199	GENERGY 2 EXECUTIVE PARK DR ALBANY, NY 12203 US	ELECTRONIC PARTS	E	B		N	N	03		29,693	21,490	21,490	8,203	7/14/2011	O	2/1/2012	
4500205226	FALLS TENT INC PO BOX 208 LEWISTON, NY 14092 US	TENT RENTAL	E	S	5	N	N	01		5,327	5,221	5,221	106	7/15/2011	C		8/5/2011
4500205472	GEXPRO DBA FOR GENERAL SUPPLY & SERV INC 5500 MAIN ST - STE 301 WILLIAMSVILLE, NY 14221-6737 US	ELECTRONIC PARTS	E	B	2	N	N	03	X	30,870	30,870	30,870	0	7/20/2011	C		10/12/2011
4500205516	GEXPRO DBA FOR GENERAL SUPPLY & SERV INC 5500 MAIN ST - STE 301 WILLIAMSVILLE, NY 14221-6737 US	TERMINAL BOARD, FUSE BLOCK, MODULE	E	B	5	N	N	02	X	5,918	5,918	5,918	0	9/29/2011	C		9/30/2011
4500205532	GENERGY 2 EXECUTIVE PARK DR ALBANY, NY 12203 US	ELECTRONIC PARTS	E	B	2	N	N	03		29,702	21,500	21,500	8,202	7/21/2011	O	2/1/2012	
4500205595	TP WOODSIDE INC 60 LAWRENCE BELL DR WILLIAMSVILLE, NY 14221-7074 US	HEAT PUMP	E	B	5	N	N	03		11,886	11,886	11,886	0	7/25/2011	C		9/12/2011

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			E	A	A	A	P	B	I								
4500205607	PEERLESS MILL SUPPLY CO INC 79 PERRY ST BUFFALO, NY 14203-3094 US	SWIVEL JOINT	E	B	5	N	N	01	X	6,984	6,984	6,984	0	7/25/2011	C		9/12/2011
4500205646	ATLAS PAINTING & SHEETING CORP 465 CREEKSIDE DR AMHERST, NY 14228-2112 US	ABRASIVE BLAST CLEANING & PRIME PAINTING JONCAIRE VESSEL	C	B			N	N	04	142,000	142,000	142,000	0	7/25/2011	C		10/28/2011
4500205656	HVB AE POWER SYSTEMS INC 7250 MCGINNIS FERRY RD SUWANEE, GA 30024 US	INTERRUPTER REPAIR KIT	E	B	5	F	N	03	X	13,505	13,505	13,505	0	7/26/2011	C		9/1/2011
4500205792	THE GUNLOCKE COMPANY LLC ONE GUNLOCKE DR WAYLAND, NY 14572-9515 US	LATERAL FILES FOR PURCHASING OFFICES - NEW WAREHOUSE LOCATION	E	B	7	F	N	01		6,076	6,076	6,076	0	7/28/2011	C		11/4/2011
4500205838	DIVAL SAFETY EQUIPMENT INC 1721 NIAGARA ST BUFFALO, NY 14207-3108 US	SHOE MOBILE FOR EMPLOYEES AT NIAGARA	E	C	5	N	N	03		6,365	6,365	6,365	0	11/22/2011	C		11/22/2011
4500205914	INGERSOLL RAND AIR CENTERS 170 WALES AVE TONAWANDA, NY 14150 US	COMPRESSOR PARTS	E	B	5	N	N	03		6,173	4,435	4,435	1,738	8/1/2011	O	2/1/2012	
4500205915	AUTOMATED CONTROL SOLUTIONS INC 1000 YOUNG ST - STE 450 TONAWANDA, NY 14150-4119 US	DACS UPGRADE	E	M	8	N	Y	01		24,052	22,487	22,487	1,565	8/1/2011	C		12/20/2011

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4500205963	VOITH HYDRO INC 2185 N SHERIDAN WAY MISSISSAUGA, ON L5K 1A4 CA	STATOR WORK REPAIR PLATFORM WITH PE SEAL	E	S	S	F	N	01			6,732	6,732	6,732	0	8/2/2011	C		10/7/2011
4500205988	RED WING BRANDS OF AMERICA INC DBA RED WING SHOE STORE 6354 TRANSIT RD DEPEW, NY 14043-1072 US	SHOE MOBILE FOR EMPLOYEES AT NIAGARA	E	C	S	N	N	03			6,156	6,156	6,156	0	11/22/2011	C		11/22/2011
4500206047	FM OFFICE EXPRESS INC DBA FM OFFICE PRODUCTS 1 WOODBURY BLVD ROCHESTER, NY 14604-1811 US	HAND TOOLS	E	M	S	N	Y	01			5,727	5,727	5,727	0	8/3/2011	C		9/1/2011
4500206128	HVB AE POWER SYSTEMS INC 7250 MCGINNIS FERRY RD SUWANEE, GA 30024 US	INTERRUPTER REPAIR KIT	E	B	S	F	N	03	X		5,665	5,665	5,665	0	8/5/2011	C		9/1/2011
4500206179	FALLS TENT INC PO BOX 208 LEWISTON, NY 14092 US	TENT RENTAL	E	B	S	N	N	01			8,124	8,124	8,124	0	8/8/2011	C		9/30/2011
4500206191	ANDERSEN ELECTRIC SUPPLY INC 910 FACTORY OUTLET BLVD NIAGARA FALLS, NY 14304-1596 US	TRANSFORMER CART	E	B	S	N	N	02			9,290	9,290	9,290	0	8/8/2011	C		9/22/2011
4500206289	KURK FUEL OIL CO PO BOX A BUFFALO, NY 14217-0305 US	B20 BIO DIESEL FUEL FOR GENERAL MAINTENANCE TANKS	E	B	S	N	N	01			13,293	13,293	13,293	0	8/10/2011	C		8/12/2011

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4500206379	HVB AE POWER SYSTEMS INC 7250 MCGINNIS FERRY RD SUWANEE, GA 30024 US	REPAIR KITS	E	C	5	N	N	03	X	11,290	11,290	11,290	0	8/12/2011	C		9/12/2011
4500206395	ABB INC 940 MAIN CAMPUS DR RALEIGH, NC 27606-5211 US	BAND HEATERS	E	B	5	F	N	01		9,625	9,625	9,625	0	8/12/2011	C		11/30/2011
4500206448	JAMESON ROOFING CO INC 3761 E LAKE RD DUNKIRK, NY 14048-9738 US	LPGP ROOF REPAIR	S	B	5	N	N	02		20,510	0	0	20,510	8/16/2011	C		12/20/2011
4500206507	HVB AE POWER SYSTEMS INC 7250 MCGINNIS FERRY RD SUWANEE, GA 30024 US	INTERRUPTER REPAIR KIT	E	B	5	F	N	03	X	5,665	5,665	5,665	0	8/16/2011	C		9/1/2011
4500206517	BVR CONSTRUCTION CO INC 244 LAKE AVE ROCHESTER, NY 14608-1208 US	COLLAR INSTALLATION	C	B	5	N	N	02		18,275	18,275	18,275	0	8/17/2011	C		11/30/2011
4500206561	NESCO SALES & RENTALS 3112 EAST STATE RD 124 BLUFFTON, IN 46714 US	REEL TRAILER RENTAL	E	B	6	F	N	01		6,510	6,510	6,510	0	8/17/2011	C		10/14/2011
4500206615	DOBMEIER JANITOR SUPPLY INC 354 ENGLEWOOD AVE BUFFALO, NY 14223-2806 US	FLOOR SCRUBBER	E	B	5	N	N	01		10,258	10,258	10,258	0	8/18/2011	C		9/12/2011

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			E	A	A	A	P	B	D								
4500206811	TRUMPLER CLANCY INC PO BOX 483 HAMBURG, NY 14075 US	STRAINER LOCK RING	E	B	5	N	N	02	X	6,085	6,085	6,085	0	8/24/2011	C		10/4/2011
4500206815	NOCO ENERGY CORP 2440 SHERIDAN DR TONAWANDA, NY 14150 US	UNLEADED GASOLINE	E	B	5	N	N	01	X	10,986	10,986	10,986	0	8/24/2011	C		8/24/2011
4500206863	EAGLE HOIST & WINCH CO INC 4342 STATE ROUTE 8 TITUSVILLE, PA 16354-7562 US	UPGRADE THREE DRUM HOIST ON HAVASU 11 BARGE	S	C	5	F	N	01		19,995	19,995	19,995	0	8/24/2011	C		11/4/2011
4500207208	FOX FENCE INC 2637 LOCKPORT RD NIAGARA FALLS, NY 14305 US	REPAIR DAMAGED SOUTH ACCESS GATE	E	C	5	N	N	01		13,881	13,881	13,881	0	9/1/2011	C		9/1/2011
4500207234	UNIFIN INTERNATL INC 1030 CLARKE SIDE RD LONDON, ON N6A 4P4 CA	COOLER GASKET KITS	E	B	5	F	N	01		9,600	9,600	9,600	0	9/2/2011	C		10/5/2011
4500207278	ITC ELECTRONICS DBA FOR INT'L TELEVISION CORP 2772 W OLYMPIC BLVD LOS ANGELES, CA 90006-2631 US	IR CAMERA	E	B	7	F	N	01		8,042	8,042	8,042	0	9/6/2011	C		10/5/2011
4500207476	WORTHINGTON DIVISION 3200 ENGINEERING PKWY ALPHARETTA, GA 30004-7853 US	COMPRESSOR PARTS	E	B	5	F	N	03	X	6,027	6,027	6,027	0	9/9/2011	C		11/4/2011

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			E	A	A	A	N	P	B								
4500207477	DOWD BATTERY CO INC 1571 BRONSON RD GRAND ISLAND, NY 14072-2910 US	BATTERY CHARGER	E	B	5	N	N	02		9,516	9,516	9,516	0	9/9/2011	C		10/28/2011
4500207629	BVR CONSTRUCTION CO INC 244 LAKE AVE ROCHESTER, NY 14608-1208 US	SPEDES SAMPLING POINTS	C	B				N N 02		93,000	46,500	46,500	46,500	9/13/2011	O	2/1/2012	
4500207642	AMERICAN ROCK SALT CO LLC P O BOX 190 MOUNT MORRIS, NY 14510 US	ROAD SALT	E	B	7	N	N	01		30,086	0	0	30,086	9/14/2011	O	8/31/2012	
4500207643	MODERN DISPOSAL SERVICES INC PO BOX 209 MODEL CITY, NY 14107-0209 US	GENERAL REFUSE	S	B	7	N	N	01		45,000	9,507	9,507	35,493	10/3/2011	O	9/30/2012	
4500207655	LEYBOLD VACUUM PRODUCTS INC 5700 MELLON RD EXPORT, PA 15632 US	VACUUM PUMP OIL	E	S	5	F	N	03 X		5,778	5,778	5,778	0	9/16/2011	C		11/1/2011
4500207879	UNION CONCRETE & CONSTRUCTION CORP 105 CENTER RD WEST SENECA, NY 14224-1915 US	DOZER RENTAL	E	B	5	N	N	01		11,420	5,710	5,710	5,710	9/20/2011	O	5/30/2012	
4500207912	GE INDUSTRIAL SYSTEMS INC 4601 PARK RD - STE 600 CHARLOTTE, NC 28209-3799 US	POTENTIAL TRANSFORMER	E	B	5	F	N	03		13,762	13,762	13,762	0	9/20/2011	C		10/26/2011

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			E	A	A	A	E	S	R								
4500208376	NOCO ENERGY CORP 2440 SHERIDAN DR TONAWANDA, NY 14150 US	UNLEADED GASOLINE	E	B	5	N	N	01		10,825	10,825	10,825	0	9/29/2011	C		9/29/2011
4500208476	FM OFFICE EXPRESS INC DBA FM OFFICE PRODUCTS 1 WOODBURY BLVD ROCHESTER, NY 14604-1811 US	SAW	E	B	7	N	Y	01		6,459	6,459	6,459	0	10/3/2011	C		10/20/2011
4500208480	PIONEER PUMP SYSTEMS INC 110 FACTORY AVE SYRACUSE, NY 13208 US	PUMP	E	B	5	N	N	01		6,390	6,390	6,390	0	10/3/2011	C		11/30/2011
4500208594	EVERETT J PRESCOTT INC 241 FARRELL RD SYRACUSE, NY 13209-1846 US	VALVE	E	C	5	N	N	01		5,332	5,332	5,332	0	10/11/2011	C		11/30/2011
4500208732	POWERCOMM SOLUTIONS LLC STE 311 15 MINNEAKONING RD FLEMINGTON, NJ 08822-5751 US	COMMUNICATION ANALYZER	E	B	5	N	N	01		12,874	12,874	12,874	0	10/11/2011	C		11/4/2011
4500208789	EAGLE FABRICATING INC 125 DOROTHY ST BUFFALO, NY 14206 US	BUOYS	E	B	5	N	N	01		14,900	14,900	14,900	0	10/12/2011	C		11/30/2011
4500208907	W W WILLIAMS MIDWEST INC DBA W W WILLIAMS 835 W GOODALE BLVD COLUMBUS, OH 43212-3824 US	TRANSMISSION PARTS	E	B	5	F	N	02 X		7,313	7,313	7,313	0	10/13/2011	C		11/30/2011

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			E	A	A	A	F	N	B								
4500208921	LB FOSTER RAIL PRODUCTS INC 415 HOLIDAY DR PITTSBURGH, PA 15520 US	RAIL CLIPS	E	B	5	F	N	01		6,480	6,480	6,480	0	10/14/2011	C		12/20/2011
4500209080	COLONIAL HARDWARE CORP 33 COMMERCE ST SPRINGFIELD, NJ 07081 US	TOOLS	E	B	7	F	N	02		11,081	11,081	11,081	0	10/18/2011	C		11/1/2011
4500209130	VOLLAND ELECTRIC EQUIPMENT CORP 75 INNSBRUCK DR CHEEKTOWAGA, NY 14227- 2703 US	MICOM RELAYS	E	B		N	N	01		33,460	33,125	33,125	335	10/19/2011	C		12/20/2011
4500209204	KURK FUEL OIL CO PO BOX A BUFFALO, NY 14217-0305 US	BIO DIESEL B5 STOCK 0031640 F/GEN MAINTENANCE TANK	E	B	7	N	N	01		12,905	12,905	12,905	0	10/20/2011	C		10/24/2011
4500209351	HOHL INDUSTRIAL SERVICES INC 770 RIVERVIEW BLVD TONAWANDA, NY 14150-7880 US	PALLET RACKING INSTALLATION SERVICES	S	M	5	N	Y	01		6,900	6,000	6,000	900	10/25/2011	C		11/30/2011
4500209495	REXEL INC STE 400 505 DUKE RD CHEEKTOWAGA, NY 14225- 5101 US	STARTER PARTS	E	B	5	N	N	01		6,466	6,464	6,464	2	10/28/2011	C		11/30/2011
4500209549	THE GUNLOCKE COMPANY LLC ONE GUNLOCKE DR WAYLAND, NY 14572-9515 US	LATERAL FILES FOR ACCOUNTING DEPARTMENT	E	B	7	N	N	01		5,266	5,214	5,214	52	10/27/2011	C		12/20/2011

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CONTRACT NUMBER	PROVIDER NAME	CONTRACT DESCRIPTION	T Y P E	M A A	R A	O A	W P B	I B E	F R S	TOTAL CONTRACT AMOUNT	TOTAL EXPENDED TO DATE	AMOUNT EXPENDED 2011	CONTRACT BALANCE	DATE OF CONTRACT	O C	PROJ COMPLETE DATE	DATE CONTRACT COMPLETE
4500209724	OMICRON ELECTRONICS CORP USA 12 GREENWAY PLAZA - STE 1510 HOUSTON, TX 77046 US	CT ANALYZER	E	B			F	N	06	22,700	22,700	22,700	0	11/2/2011	C		12/20/2011
4500209880	MIDCITY OFFICE EQUIPMENT INC 200 OAK ST MUSCATINE, IA 52761-4313 US	ALL STEEL LATERAL FILES	E	B	7		F	Y	01	6,042	6,042	6,042	0	11/4/2011	C		12/20/2011
4500209920	SIEMENS BUILDING TECHNOLOGIES INC LANDIS DIV 85 NORTHPOINTE PKWY - STE 8 AMHERST, NY 14228-1886 US	HVAC CONTROL SYSTEM	E	S	1		N	N	01	52,999	52,999	52,999	0	11/7/2011	C		12/20/2011
4500210019	NESCO SALES & RENTALS 3112 EAST STATE RD 124 BLUFFTON, IN 46714 US	REEL TRAILER RENTAL	E	B	6		F	N	01	8,594	7,261	7,261	1,333	11/8/2011	C		12/20/2011
4500210032	AMERICAN GOVERNOR CO 76 STEAMWHISTLE DR WARMINSTER, PA 18974 US	RM #2 GOVERNOR REPAIR	S	B	5		F	N	02	8,090	0	0	8,090	11/8/2011	O	2/1/2012	
4500210170	KNOLL INC 1235 WATER ST EAST GREENVILLE, PA 18041- 2202 US	OFFICE FURNITURE	E	B	7		F	N	01	5,080	0	0	5,080	11/14/2011	O	2/1/2012	
4500210214	KURK FUEL OIL CO PO BOX A BUFFALO, NY 14217-0305 US	GASOLINE DELIVERY	E	B	7		N	N	01	10,695	10,695	10,695	0	11/15/2011	C		11/15/2011

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4500210410	AV SOLUTIONS STE 1F 6000 N BAILEY AVE AMHERST, NY 14226-5102 US	WHITEBOARDS	E	B	7	N	N	01				12,790	0	0	12,790	11/21/2011	O	2/1/2012	
4500210417	KAREN E GOODMAN DBA CATERING BY KAREN PO BOX 187 GETZVILLE, NY 14068-0187 US	CATERING SERVICES	E	B	6	N	N	01				5,164	0	0	5,164	11/21/2011	C		12/20/2011
4500210505	MEGGER FORMERLY AVO INTERNATL MULTI-AMP 4271 Bronze Way DALLAS, TX 75237 US	MULTIMETER	E	B	5	F	N	01				10,049	10,049	10,049	0	11/22/2011	C		12/19/2011
4500210518	KLEIN STEEL OF WNY INC 1050 MILITARY RD BUFFALO, NY 14217 US	STOP LOG SHIMS	E	B	5	N	N	03				5,035	5,010	5,010	25	11/23/2011	C		12/20/2011
4500210520	DOBMEIER JANITOR SUPPLY INC 354 ENGLEWOOD AVE BUFFALO, NY 14223-2806 US	FLOOR SCRUBBER	E	B	5	N	N	01				10,800	10,800	10,800	0	11/23/2011	C		12/20/2011
4500210544	EATON OFFICE SUPPLY CO INC 180 JOHN GLENN DR AMHERST, NY 14228-2292 US	OFFICE SUPPLIES 2012 - VARIOUS DEPARTMENTS	E	B	7	N	N	01				23,399	0	0	23,399	12/7/2011	O	12/31/2012	
4500210546	CHANNING BETE CO INC ONE COMMUNITY PL S DEERFIELD, MA 01373-0200 US	PV BOOKS	E	B	5	F	N	01	X			5,619	5,619	5,619	0	11/23/2011	C		12/20/2011

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			E	A	A	A	E	S	R								
4500210560	S & B COMPUTER & OFFICE PRODUCTS 1 FAIRCHILD SQ - STE 3 CLIFTON PARK, NY 12065 US	OFFICE SUPPLIES FOR VARIOUS DEPARTMENTS 2012	E	B	7	N	Y	01		23,700	0	0	23,700	12/13/2011	O	12/31/2012	
4500210655	IRIS POWER LP 3110 AMERICAN DR MISSISSAUGA, ON L4V 1T2 CA	DISCHARGE TESTER	E	B		F	N	01	X	44,365	44,365	44,365	0	11/29/2011	C		12/20/2011
4500210705	ABB INC 940 MAIN CAMPUS DR RALEIGH, NC 27606-5211 US	CURRENT TRANSFORMER 160884	E	B		F	N	03		19,572	0	0	19,572	11/30/2011	O	4/25/2012	
4500210881	USA MOBILITY WIRELESS INC 6850 VERSAR CNTR - STE 420 SPRINGFILED, VA 22151-4148 US	PAGER RENTAL FOR NIAGARA PROJECT	E	B	7	F	N	01		12,250	0	0	12,250	12/2/2011	O	12/31/2012	
4500210950	GENERAL ELECTRIC INTERNATIONAL INC 4200 WILDWOOD PKWY ATLANTA, GA 30339 US	ELECTRONIC MODULE	E	B	5	F	N	01		19,920	0	0	19,920	12/5/2011	O	2/17/2012	
4500210962	R B UREN EQUIPMENT RENTAL INC 1120 CONNECTING RD NIAGARA FALLS, NY 14304-0426 US	MAN LIFT	E	B	5	N	N	02		6,610	0	0	6,610	12/5/2011	O	2/1/2012	
4500211151	GEXPRO DBA FOR GENERAL SUPPLY & SERV INC 5500 MAIN ST - STE 301 WILLIAMSVILLE, NY 14221-6737 US	RELAYS	E	B		N	N	03		23,852	9,612	9,612	14,240	12/8/2011	O	2/15/2012	

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			E	A	A	A	E	S	T									
4500211155	SCHNEIDER ELECTRIC CANADA INC FORMALLY PCT/MVC 1400 RUE INDUSTRIELLE - STE 200 LA PRAIRIE, PQ J5R 2E5 CA	RELAYS	E	B				F	N	03	14,310	0	0	14,310	12/8/2011	O	2/2/2012	
4500211159	SIEMENS ENERGY INC 7000 SIEMENS RD WENDELL, NC 27591-8309 US	RELAY	E	B				F	N	04	5,242	0	0	5,242	12/8/2011	O	4/1/2012	
4500211193	BENTLY NEVADA INC 475 CREAMERY WAY EXTON, PA 19341-2546 US	VIBRATION DATA LOGGER	E	B				F	N	01	23,116	20,391	20,391	2,725	12/13/2011	C		12/20/2011
4500211248	HAMBURG OVERHEAD DOOR INC 5659 HERMAN HILL RD HAMBURG, NY 14075-6909 US	DOOR W/OPENER	E	B	5			N	N	01	5,682	0	0	5,682	12/12/2011	O	2/1/2012	
4500211526	UNIFIN INTERNATL INC 1030 CLARKE SIDE RD LONDON, ON N6A 4P4 CA	STATOR AIR COOLERS	E	B				F	N	02	407,925	0	0	407,925	12/16/2011	O	1/30/2013	
4500211625	LIFESAVING SYSTEM CORP 220 ELSBERRY RD APOLLO BEACH, FL 33572 US	IMMERSION SUITS	E	B	5			F	N	03	10,472	0	0	10,472	12/20/2011	O	2/14/2012	
4500211704	KURK FUEL OIL CO PO BOX A BUFFALO, NY 14217-0305 US	GASOLINE DELIVERY	E	B	7			N	N	01	12,902	0	0	12,902	12/21/2011	C		12/21/2011

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			E	A	A	A	N	P	B								
4500211721	REXEL INC STE 400 505 DUKE RD CHEEKTOWAGA, NY 14225-5101 US	RM13 STARTERS	E	B	5	N	N	02		6,584	0	0	6,584	12/21/2011	C		12/29/2011
4500211749	THE GUNLOCKE COMPANY LLC ONE GUNLOCKE DR WAYLAND, NY 14572-9515 US	FURNITURE	E	B	7	N	N	01		8,969	0	0	8,969	12/22/2011	O	1/30/2012	
4500211798	JAK PRO TEMP INC 9280 TRANSIT RD EAST AMHERST, NY 14051-1622 US	RM SECRETARY	S	M	8	N	Y	01		28,000	0	0	28,000	12/28/2011	O	6/30/2012	
4500211801	PHENIX TECHNOLOGIES INC 75 SPEICHER DR ACCIDENT, MD 21520-2174 US	HIPOT UPGRADE	E	B		F	N	01		84,250	0	0	84,250	12/27/2011	O	4/2/2012	
4600001739	HADLEY EXHIBITS INC 1700 ELMWOOD AVE BUFFALO, NY 14207-2408 US	MAINTENANCE OF PV DISPLAYS	S	B		N	N	02		80,000	54,412	9,295	25,588	12/8/2006	C		4/13/2011
4600001748	AUTOMATECH INC 550 CENTER RD WEST SENECA, NY 14224 US	GE FANUC GLOBALCARE WARRANTY	S	S		N	N	01		80,000	72,884	1,484	7,116	4/27/2007	C		4/27/2011
4600001770	SIMPLEXGRINNELL LLP 6850 MAIN ST - STE 3 WILLIAMSVILLE, NY 14221 US	SERVICE AGREEMENT FOR EMERGENCY FIRE PROTECTION	S	B		N	N	03		20,000	2,067	0	17,933	3/1/2007	C		2/28/2011
4600001772	MC & S CO PO BOX 158 CORFU, NY 14036 US	CONTRACT FOR ON SITE SMOKE ALARM SERVICE	S	B		N	N	02		105,000	4,611	0	100,389	3/8/2007	C		2/25/2011
4600001773	THE SAFETY & HEALTH CENTER INC 2495 MAIN ST - SUITE #118 BUFFALO, NY 14214 US	VARIOUS ASBESTOS TRAINING AS NEEDED	S	B		N	N	04		50,000	6,800	0	43,200	3/1/2007	C		2/28/2011

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4600001774	NIAGARA COUNTY COMMUNITY COLLEGE CORPORATE TRAINING DEPT 50 MAIN ST LOCKPORT, NY 14094 US	ASBESTOS TRAINING AS REQUIRED	S	B			N	N		04	20,000	4,160	0	15,840	3/14/2007	C	2/9/2011
4600001808	COVERCO INC PO BOX 573 GRAND ISLAND, NY 14072 US	PLUMBING PIPE INSULATION SERVICES	S	B			N	Y		03	37,500	31,024	5,889	6,476	7/1/2007	C	6/30/2011
4600001927	CLARK RIGGING & RENTAL CORP 500 OHIO STREET LOCKPORT, NY 14094 US	MOBILE CRANE RENTAL CONTRACT	E	B			N	N		01	400,000	265,268	23,860	134,732	4/24/2008	O	4/30/2012
4600001955	NATIONAL VACUUM CORP 408 47TH ST NIAGARA FALLS, NY 14304- 2102 US	HIGH PRESSURE CLEANING	S	B			N	N		01	812,000	631,958	217,145	180,042	7/1/2008	O	6/30/2012
4600001963	WNY OCCUPATIONAL HEALTH CARE 621 10TH ST NIAGARA FALLS, NY 14301- 1813 US	PRE-EMPLOYMENT AND EMPLOYEE PHYSICALS	P	B			N	N		02	400,000	215,255	76,398	184,745	7/22/2008	O	9/30/2012
4600001970	VIBROSYSTEM INC 2727 E JACQUES - CARTIER BLVD MONTREAL, PQ J4N 1L7 CA	RMNPP STATOR FRAME SPARES	E	B			F	N		02	430,000	48,082	0	381,918	7/31/2008	O	7/30/2012
4600001990	XPEDX INC DIV INTERNATIONAL PAPER CO 261 RIVER RD CLIFTON, NJ 07014-1551 US	RECYCLED PAPER FOR WAREHOUSE STOCK REPLENISHMENT	E	B	7		N	N		01	29,000	27,352	6,042	1,648	9/1/2008	C	9/1/2011
4600002000	ISLECHEM LLC 2801 LONG RD GRAND ISLAND, NY 14072 US	SPDES SAMPLING & ANALYSIS	S	B			N	N		03	250,000	94,915	35,317	155,085	9/19/2008	O	12/31/2012
4600002003	SIEMENS BUILDING TECHNOLOGIES INC LANDIS DIV 85 NORTHPOINTE PKWY - STE 8 AMHERST, NY 14228-1886 US	HVAC MAINTENANCE & SERVICE CONTRACT	S	S			N	N		01	75,000	54,928	14,344	20,072	9/25/2008	O	9/30/2013

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			P	A	A	A	N	B	D									R
4600002089	FEEDWATER TREATMENT SYSTEMS INC 5167 COLUMBIA AVE HAMBURG, NY 14075-5706 US	COOLING TOWER MONITORING CONTRACT	S	B				N	N	02	20,000	6,645	0	13,355	4/3/2009	O	3/31/2013	
4600002188	NOCO ENERGY CORP 2440 SHERIDAN DR TONAWANDA, NY 14150 US	FUEL FOR NIAGARA ICE BREAKER FLEET	E	B				N	N	01	40,000	16,632	12,847	23,368	11/18/2009	O	1/6/2012	
4600002198	DCB ELEVATOR CO INC PO BOX 426 LEWISTON, NY 14092 US	ELEVATOR MAINTENANCE	S	B	7			N	N	04	350,000	160,335	63,875	189,665	12/16/2009	O	12/31/2013	
4600002212	DIVAL SAFETY EQUIPMENT INC 1721 NIAGARA ST BUFFALO, NY 14207-3108 US	XBINS FOR NIAGARA PROJECT	E	B				N	N	05	850,000	372,200	196,978	477,800	1/12/2010	O	12/31/2013	
4600002216	UPSTATE METROLOGY INC PO BOX 23194 ROCHESTER, NY 14692 US	RMNPP & LPGP MECHANICAL INSTRUMENT CALIBRATION	S	B	5			N	N	03	16,000	13,891	13,867	2,109	1/14/2010	C		1/13/2011
4600002229	UNITED UNIFORM CO INC 495 N FRENCH RD BUFFALO, NY 14228-2124 US	CONTRACT TO PROVIDE SECURITY GUARD CLOTHING	E	B				N	N	01	60,000	15,985	8,170	44,015	3/10/2010	O	3/31/2014	
4600002250	E & R INDUSTRIAL SALES INC 1800 BROADWAY ST - STE 4B BUFFALO, NY 14212 US	HAND TOOL OUTLINE AGREEMENT	E	B				N	N	09	24,000	22,424	18,033	1,576	5/1/2010	O	4/30/2012	
4600002251	REXEL INC STE 400 505 DUKE RD CHEEKTOWAGA, NY 14225-5101 US	ELECTRICAL STOCK ITEM OUTLINE AGREEMENT	E	B				N	N	03	10,000	1,080	1,080	8,920	5/1/2010	C		4/30/2011
4600002252	GEXPRO DBA FOR GENERAL SUPPLY & SERV INC 5500 MAIN ST - STE 301 WILLIAMSVILLE, NY 14221-6737 US	STOCK WIRE OUTLINE AGREEMENT	E	B				N	N	04	20,000	3,482	950	16,518	5/1/2010	C		4/30/2011
4600002270	ANDERSEN ELECTRIC SUPPLY INC 910 FACTORY OUTLET BLVD NIAGARA FALLS, NY 14304-1596 US	ELECTRICAL CONSUMABLES FOR X-BINS	E	B				N	N	05	200,000	17,535	17,535	182,465	7/1/2010	O	6/30/2014	

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4600002272	MONROE EXTINGUISHER CO INC 105 DODGE ST ROCHESTER, NY 14606-1503 US	FIRE EXTINGUISHER SERVICE	S	B		N	N	03	25,000	11,142	11,094	13,858	7/1/2010	O	6/30/2014	
4600002275	SHAW ENVIRONMENTAL INC 250 COOPER AVE TONAWANDA, NY 14150-6633 US	ZEBRA MUSSEL TESTING SERVICE AGREEMENT	S	B		N	N	02	125,000	16,784	11,424	108,216	7/1/2010	O	6/30/2014	
4600002280	UPSTATE METROLOGY INC PO BOX 23194 ROCHESTER, NY 14692 US	CALIBRATION OF I&C INSTRUMENTS	S	B		N	N	02	50,000	24,879	20,833	25,121	7/1/2010	O	6/30/2014	
4600002298	STOHL ENVIRONMENTAL LLC 4169 ALLENDALE PKWY - STE 100 BLASDELL, NY 14219 US	ENVIRONMENTAL SERVICES	S	B		N	N	10	800,000	162,759	147,577	637,241	7/16/2010	O	6/30/2014	
4600002302	SIENNA ENVIRONMENTAL TECH LLC 350 ELMWOOD AVE BUFFALO, NY 14222-2204 US	ENVIRONMENTAL SERVICES	S	B		N	Y	10	300,000	39,575	28,768	260,425	7/23/2010	O	6/30/2014	
4600002303	LIRO ENGINEERS INC 3 AERIAL WAY SYOSSET, NY 11791-5501 US	ENVIRONMENTAL SERVICES	S	B		N	N	10	400,000	4,573	4,573	395,427	7/23/2010	O	6/30/2014	
4600002320	HANES SUPPLY INC 55 JAMES E CASEY DR BUFFALO, NY 14206-2361 US	CONTRACT FOR ICE BOOM CABLES AND CLAMPS	E	B		F	N	01	649,500	203,250	203,250	446,250	8/23/2010	O	12/31/2013	
4600002327	DIVAL SAFETY EQUIPMENT INC 1721 NIAGARA ST BUFFALO, NY 14207-3108 US	SAFETY GLASSES CONTRACT F/NIAGARA EMPLOYEES	E	B		N	N	03	40,000	8,538	8,538	31,462	10/1/2010	O	9/30/2014	
4600002333	UNION CONCRETE & CONSTRUCTION CORP 105 CENTER RD WEST SENECA, NY 14224-1915 US	DOZER RENTAL FOR ICE BOOM	E	C	5	N	N	01	10,900	10,900	5,450	0	10/28/2010	C		6/30/2011

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4600002334	KORRECT OPTICAL 3801 BISHOP LN LOUISVILLE, KY 40218-2905 US	SAFETY GLASSES	E	B			F	N	03		50,000	0	0	50,000	10/31/2010	9/30/2014	
4600002337	ALLAN BAKER INC DBA KORRECT OPTICAL 3801 BISHOP LN LOUISVILLE, KY 40218-2905 US	SAFETY GLASS	E	B			F	N	03		40,000	2,544	1,690	37,456	11/1/2010	9/30/2014	
4600002345	S & B COMPUTER & OFFICE PRODUCTS 1 FAIRCHILD SQ - STE 3 CLIFTON PARK, NY 12065 US	WAREHOUSE STOCK PRINT CARTRIDGES FOR NIAGARA PROJECT	E	B			N	Y	08		30,000	14,458	14,458	15,542	12/2/2010	11/30/2012	
4600002349	FOX FENCE INC 2637 LOCKPORT RD NIAGARA FALLS, NY 14305 US	EMERGENCY FENCE AND GATE REPAIR CONTRACT	S	B			N	N	02		100,000	18,022	18,022	81,978	12/17/2010	12/31/2014	
4600002377	SCRUFARI CONSTRUCTION CO INC 3925 HYDE PARK BLVD NIAGARA FALLS, NY 14305- 1701 US	UNDERGROUND PIPE & CONDUIT REPAIR	S	B			N	N	05		69,400	8,475	8,475	60,925	3/7/2011	3/6/2012	
4600002388	ALL STATE FIRE EQUIP OF WNY 400 MINERAL SPRINGS RD BUFFALO, NY 14224-1016 US	FIRE PROTECTION SYSTEM INSPECTIONS	S	B			N	N	02		60,000	6,438	6,438	53,562	4/1/2011	3/31/2015	
4600002390	BIDCO MARINE GROUP INC 131 INDUSTRIAL DR GRAND ISLAND, NY 14072- 1218 US	RM PENSTOCK INSPECTIONS	S	B			N	N	03		100,000	39,120	39,120	60,880	5/2/2011	12/31/2013	
4600002393	THINKING OUTSIDE THE SQUARE INC 1979 HARLEM RD BUFFALO, NY 14212-2410 US	MAINTAIN POWER VISTA DISPLAYS	S	B			N	N	02		100,000	7,021	7,021	92,979	4/6/2011	3/31/2015	
4600002416	COVERCO INC PO BOX 573 GRAND ISLAND, NY 14072 US	PIPE INSULATION SERVICES	S	B			N	Y	01		50,000	1,550	1,550	48,450	7/6/2011	6/30/2015	

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			P	E	A	A	A	N	P									B
4600002417	BRISTOL HARBOR GROUP INC 103 POPPASQUASH RD BRISTOL, RI 02809-1018 US	NAVAL ARCHITECT	A	B				F	N	05	375,000	6,693	6,693	368,307	7/6/2011	O	6/30/2015	
NIAGARA SITE TOTALS											11,682,602	5,349,087	3,646,549	6,333,515				

FACILITY: NIAGARA

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TOTAL NUMBER OF CONTRACTS	229	
TOTAL CONTRACT VALUE		\$11,682,602
TOTAL EXPENDED TO DATE		\$5,349,087
TOTAL EXPENDED IN REPORT YEAR		\$3,646,549
<u>STATUS SUMMARY</u>		
TOTAL NUMBER OPEN CONTRACTS	69	
TOTAL NUMBER CLOSED CONTRACTS	160	
<u>METHOD OF AWARD SUMMARY</u>		
TOTAL NUMBER COMP BID	187	
TOTAL NUMBER SOLE SOURCE/SINGLE SOURCE	18	
TOTAL NUMBER COMP SEARCH	18	
TOTAL NUMBER MWBE/SBE	6	
<u>COMMITMENT TYPE SUMMARY</u>		
TOTAL NUMBER ARCHITECTURAL & ENGINEERING SERVICES	2	
TOTAL NUMBER CONSTRUCTION	5	
TOTAL NUMBER EQUIP/GOODS/COMMODITY	166	
TOTAL NUMBER LEGAL SERVICES	0	
TOTAL NUMBER PERSONAL SERVICES	2	
TOTAL NUMBER OTHER NON PERSONAL SERVICES	54	

CONTRACT NUMBER	PROVIDER NAME	CONTRACT DESCRIPTION	T Y P E	M O D E	R O A D	F O R E C A S T	O P E R A T I O N S	M A I N T E N A N C E	B I D S	T O T A L C O N T R A C T A M O U N T	T O T A L E X P E N D E D T O D A T E	A M O U N T E X P E N D E D 2 0 1 1	C O N T R A C T B A L A N C E	D A T E O F C O N T R A C T	O C C U R R E N C Y	P R O J E C T C O M P L E T E D A T E	D A T E C O N T R A C T C O M P L E T E
4600002468	DRESSER-RAND CO 203 PRECISION RD HORSHAM, PA 19044-1226 US	DRESSER RAND VIP GAS COMPRESSOR MAINTENANCE	S	B			F	N	01	450,000	0	0	450,000	12/22/2011	O	12/31/2012	
4600002459	SIEMENS INDUSTRY INC FORMERLY SIEMENS WATER TECH CORP 95 LOWER MORRISVILLE RD FALLSINGTON, PA 19054-1403 US	DEMIN WATER TRAILERS	E	B			F	N	01	500,000	0	0	500,000	12/13/2011	O	12/31/2014	
4600002422	FLOWSERVE PUMP CORP FORMERLY INGERSOLL- DRESSER PUMP CO P O BOX 3565 SCRANTON, PA 18505-3565 US	LARGE PUMP REPAIRS - SENY	S	B			F	N	07	200,000	11,698	11,698	188,302	7/14/2011	O	7/13/2012	
4600002421	INDUSTRIAL PUMP & BALANCE INC 48-55 36TH ST LONG ISLAND CITY, NY 11101- 1917 US	PUMP REPAIR SERVICES	S	B			N	N	07	100,000	16,076	16,076	83,924	7/12/2011	O	7/11/2012	
4600002389	MOST HEALTHCARE SYSTEMS INC 501 PRESTON AVE VOORHEES, NJ 08043 US	ON-SITE PHYSICALS	P	B			F	N	02	48,000	0	0	48,000	4/1/2011	O	3/31/2014	
4600002386	HOERBIGER SERVICE INC 12 MCCULLOUGH BLDG. #4 NEW CASTLE, DE 19720 US	GAS COMPRESSOR MAINTENANCE CONTRACT 3 YEARS	S	B			F	N	01	600,000	107,701	107,701	492,299	4/1/2011	O	3/31/2014	
4600002379	SWING STAGING INC 49-47 31ST ST LONG ISLAND CITY, NY 11101 US	SCAFFOLDING SERVICES / RENTAL	E	B			N	N	03	400,000	25,281	25,281	374,719	3/15/2011	O	3/14/2012	

CONTRACT NUMBER	PROVIDER NAME	CONTRACT DESCRIPTION	T P E	Y E A	M O N	R A	O P A	P B A	M B E	B I S	F R S T	TOTAL CONTRACT AMOUNT	TOTAL EXPENDED TO DATE	AMOUNT EXPENDED 2011	CONTRACT BALANCE	DATE OF CONTRACT	O C	PROJ COMPLETE DATE	DATE CONTRACT COMPLETE
4600002346	E J ELECTRIC INSTALLATION CO 46-41 VERNON BLVD LONG ISLAND CITY, NY 11101 US	GENERAL ELECTRICAL MAINTENANCE SERVICES	S	B				N	N		04	300,000	0	0	300,000	1/1/2011	O	12/31/2013	
4600002331	MCQUAY INTERNATIONAL 13600 INDUSTRIAL PARK BLVD MINNEAPOLIS, MN 55440 US	MC QUAY CHILLER MAINTENANCE CONTRACT FOR THE SCPP FLEET	S	B				F	N		03	500,000	89,908	89,908	410,092	10/6/2010	O	10/5/2013	
4600002283	NALCO CHEMICAL CORP 544 HALFWAY HOUSE RD WINDSOR LOCKS, CT 06096 US	COOLING TOWER CHEMICALS AND ENGINEERING SUPPORT FOR THE LM 6000 FLEET	E	B				N	N		02	500,000	120,058	89,431	379,942	7/8/2010	O	7/8/2015	
4600002276	CK ENVIRONMENTAL INC 1020 TURNPIKE ST - STE 8 CANTON, MA 02021-2814 US	RATA TESTING SERVICES FOR SENY PROJECTS	S	B				F	N		03	363,000	171,700	109,032	191,300	7/1/2010	O	6/30/2015	
4600002256	TRIATHLON INDUSTRIES INC DBA TRIDON CHEMICAL 87 N INDUSTRY CT - STE G DEER PARK, NY 11729-4607 US	BULK SODIUM HYDROXIDE DELIVERIES	E	B				N	Y		01	100,000	396	396	99,604	6/1/2010	O	5/31/2013	
4600002255	ALTAIR FILTER TECHNOLOGY INC 307 N HURSTBOURNE PKWY LOUISVILLE, KY 40222-5141 US	IN CITY AIR INTAKE FILTERS	E	B				F	N		03	250,000	107,837	107,837	142,163	5/7/2010	O	5/6/2013	
4600002241	QUINTAL CONTRACTING CORP PO BOX 427 ISLIP, NY 11751-0427 US	THREE YEAR CONTRACT FOR ALGAE SCRAPE	S	B				N	Y		02	100,000	44,977	12,811	55,023	3/25/2010	O	3/31/2013	

CONTRACT NUMBER	PROVIDER NAME	CONTRACT DESCRIPTION	T P E	Y E A	M O N	R A	O P A	W B A	B I E	F R S	TOTAL CONTRACT AMOUNT	TOTAL EXPENDED TO DATE	AMOUNT EXPENDED 2011	CONTRACT BALANCE	DATE OF CONTRACT	O C	PROJ COMPLETE DATE	DATE CONTRACT COMPLETE
4600002240	CEMTEK SYSTEMS INC 2013 SOUTH WOOD AVE LINDEN, NJ 07036 US	3 YEAR CONTRACT FOR CEMS MAINTENANCE -- 500 MW	S	B			F	N	05		217,500	130,782	82,252	86,718	3/25/2010	O	3/31/2013	
4600002236	FASTENAL COMPANY 5708 37TH AVE WOODSIDE, NY 11377-2403 US	THREE YEAR CONTRACT FOR CONSUMABLE STOCK ITEMS	E	B			N	N	08		50,000	5,759	4,959	44,241	3/15/2010	O	3/21/2013	
4600002235	F & F INDUSTRIAL EQUIPMENT INC 195 TOWER DR MIDDLETOWN, NY 10941-2034 US	3 YEAR CONTRACT FOR STOCK CONSUMABLE ITEMS	E	B			N	Y	08		50,000	33,916	16,677	16,084	3/12/2010	O	3/21/2013	
4600002234	FASTENAL COMPANY 116-118 RAILROAD AVE ALBANY, NY 12205 US	THREE YEAR CONTRACT FOR CONSUMABLE STOCK ITEMS	E	B			N	N	08		50,000	0	0	50,000	3/12/2010	O	3/21/2013	
4600002233	PHOTO SPECIALTIES PLUS 21 NORTH MALL PLAINVIEW, NY 11803-4203 US	3 YEAR CONTRACT FOR CONSUMABLE ITEMS - STOCK	E	B			N	Y	08		50,000	26,430	16,264	23,570	3/12/2010	O	3/14/2013	
4600002232	CHOCTAW-KAUL DISTRIBUTION COMPANY 3540 VINEWOOD AVE DETROIT, MI 48208-2363 US	THREE YEAR CONTRACT FOR CONSUMABLE STOCK ITEMS	E	B			N	N	08		150,000	53,007	10,650	96,993	3/10/2010	O	3/14/2013	
4600002231	DIVAL SAFETY EQUIPMENT INC 1721 NIAGARA ST BUFFALO, NY 14207-3108 US	THREE YEAR CONTRACT FOR CONSUMABLE STOCK ITEMS	E	B			N	N	08		50,000	29,273	17,179	20,727	3/10/2010	O	3/14/2013	

CONTRACT NUMBER	PROVIDER NAME	CONTRACT DESCRIPTION	T E	Y A	M A	R A	O A	N A	P A	F A	M E	B S	I T	TOTAL CONTRACT AMOUNT	TOTAL EXPENDED TO DATE	AMOUNT EXPENDED 2011	CONTRACT BALANCE	DATE OF CONTRACT	O C	PROJ COMPLETE DATE	DATE CONTRACT COMPLETE
4600002230	WESCO DISTRIBUTION INC PO BOX 390 SYRACUSE, NY 13201-0390 US	THREE YEAR CONTRACT FOR CONSUMABLE STOCK ITEMS	E	B							N	N	08	50,000	2,099	582	47,901	3/11/2010	O	3/21/2013	
4600002227	AIR LIQUIDE AMERICA SPECIALTY GASES LLC 6141 EASTON RD - PO BOX 310 PLUMSTEADVILLE, PA 18949 US	HYDROGEN & NITROGEN GASES	E	B							F	N	02	175,000	73,155	42,017	101,845	3/15/2010	O	3/14/2013	
4600002215	TRIATHLON INDUSTRIES INC DBA TRIDON CHEMICAL 87 N INDUSTRY CT - STE G DEER PARK, NY 11729-4607 US	BULK SULFURIC ACID DELIVERIES FOR FLYNN	E	B							N	Y	01	50,000	10,000	6,550	40,000	1/14/2010	O	12/31/2012	
4600002207	ADVANCED FILTRATION CO PO BOX 324 HOWELL, NJ 07731-0324 US	IN-CITY FILTERS	E	B							N	N	05	125,000	52,973	29,236	72,027	1/1/2010	O	12/31/2012	
4600002196	G & K SERVICES CO 5995 OPUS PKWY - STE 500 MINNETONKA, MN 55343-9078 US	WORK CLOTHES RENTAL AND CLEANING SERVICES	E	B							N	N	03	50,000	11,628	6,493	38,372	1/1/2010	O	12/31/2013	
4600002185	G & K SERVICES CO 5995 OPUS PKWY - STE 500 MINNETONKA, MN 55343-9078 US	WORK CLOTHES RENTAL AND CLEANING SERVICES	E	B							N	N	03	300,000	75,294	39,141	224,706	1/1/2010	O	12/31/2012	
4600002176	ADVANCED FIRE SOLUTIONS INC 333 AVE X - STE 207 BROOKLYN, NY 11223-5947 US	FIRE DETECTION SYSTEM INSPECTION	S	B							N	N	03	50,000	44,358	24,105	5,642	10/1/2009	O	9/30/2012	

CONTRACT NUMBER	PROVIDER NAME	CONTRACT DESCRIPTION	T P E	Y O A	M R A	R O A	P B A	O W E	M B D	B I R	F S T	TOTAL CONTRACT AMOUNT	TOTAL EXPENDED TO DATE	AMOUNT EXPENDED 2011	CONTRACT BALANCE	DATE OF CONTRACT	O C	PROJ COMPLETE DATE	DATE CONTRACT COMPLETE
4600002130	BANCKER CONSTRUCTION CORP 218 BLYDENBURGH RD - PO BOX 970 ISLANDIA, NY 11749-0970 US	3 YEAR CONTRACT FOR EXCAVATION SERVICES	S	B			N	N	05			750,000	14,890	14,890	735,110	7/1/2009	O	6/30/2012	
4600002129	MERIT CONSTRUCTORS INC 138 LINCOLN AVE BROOKLYN, NY 11208-1718 US	FENCE MAINTENANCE	S	B			N	Y	05			175,000	30,968	11,528	144,032	7/1/2009	O	6/30/2012	
4600002111	AIR LIQUIDE AMERICA SPECIALTY GASES LLC 6141 EASTON RD - PO BOX 310 PLUMSTEADVILLE, PA 18949 US	CONTRACT CALIBRATED GASES	E	B			F	N	03			70,000	51,536	20,492	18,464	6/15/2009	O	6/14/2012	
4600002110	AIR LIQUIDE AMERICA SPECIALTY GASES LLC 6141 EASTON RD - PO BOX 310 PLUMSTEADVILLE, PA 18949 US	CALIBRATED GASES	E	B			F	N	03			250,000	122,256	53,782	127,744	9/1/2009	O	8/31/2012	
4600002071	TRIATHLON INDUSTRIES INC DBA TRIDON CHEMICAL 87 N INDUSTRY CT - STE G DEER PARK, NY 11729-4607 US	METHANOL	E	B			N	Y	01			40,000	21,856	10,634	18,144	5/1/2009	O	4/30/2012	
4600002070	TRIATHLON INDUSTRIES INC DBA TRIDON CHEMICAL 87 N INDUSTRY CT - STE G DEER PARK, NY 11729-4607 US	THREE (3) CONTRACT SODIUM HYPOCHLORITE	E	B			N	Y	01			40,000	23,492	11,648	16,508	3/7/2009	O	3/6/2012	
4600002058	DEANGELO BROS INC 100 N CONAHAN DR HAZLETON, PA 18201 US	HERBICIDE SERVICES	S	B			F	N	03			50,000	24,750	12,375	25,250	5/1/2009	O	4/30/2012	

CONTRACT NUMBER	PROVIDER NAME	CONTRACT DESCRIPTION	T E	Y A	M A	R A	O A	P A	N A	W E	B S	I T	TOTAL CONTRACT AMOUNT	TOTAL EXPENDED TO DATE	AMOUNT EXPENDED 2011	CONTRACT BALANCE	DATE OF CONTRACT	O C	PROJ COMPLETE DATE	DATE CONTRACT COMPLETE
4600002033	QUINTAL CONTRACTING CORP PO BOX 427 ISLIP, NY 11751-0427 US	SNOW REMOVAL CONTRACT	S	S					N	Y	01		100,000	85,030	39,853	14,970	1/1/2009	C		12/31/2011
4600002007	ASHLAND WATER TECH INC 1000 HARRISON AVE KEARNY, NJ 07032 US	CORROSION INHIBITOR - THREE YEAR CONTRACT	E	B					F	N	02		235,000	105,901	34,611	129,099	10/3/2008	C		10/2/2011
4500211903	AERODERIVATIVE GAS TURBINE SUPPORT INC 1141 S ROGERS CIR - STE 11 BOCA RATON, FL 33487-2789 US	PROXIMITOR MONITOR, ASSY.CONT.CD-M.AVR, ASS-M.AVR.MON.CRD FLAT WASHER, PLUG FOR LPC SPEED PROBE	E	B	5				F	N	03		7,004	0	0	7,004	12/29/2011	O	1/4/2012	
4500211888	CONTROL ASSOCIATES INC 20 COMMERCE DR ALLENDALE, NJ 07401-1600 US	FISHER CONTROL VALVE	E	B	5				F	N	03		13,163	0	0	13,163	12/28/2011	O	1/30/2012	
4500211841	AERODERIVATIVE GAS TURBINE SUPPORT INC 1141 S ROGERS CIR - STE 11 BOCA RATON, FL 33487-2789 US	ACCELEROMETER, CRF	E	B	5				F	N	03		13,800	0	0	13,800	12/28/2011	O	1/4/2012	
4500211840	AMETEK POWER INSTRUMENTS 255 N UNION ST ROCHESTER, NY 14605-2644 US	CABLE TBV	E	B	5				N	N	03		6,690	0	0	6,690	12/28/2011	O	3/1/2012	
4500211663	DRESSER-RAND CO 203 PRECISION RD HORSHAM, PA 19044-1226 US	VIP COMPRESSOR VALVES	E	B					F	N	02		111,464	0	0	111,464	12/20/2011	O	3/30/2012	

CONTRACT NUMBER	PROVIDER NAME	CONTRACT DESCRIPTION	T E	Y A	M A	R A	O A	N A	P A	W A	B A	I E	F S	T	TOTAL CONTRACT AMOUNT	TOTAL EXPENDED TO DATE	AMOUNT EXPENDED 2011	CONTRACT BALANCE	DATE OF CONTRACT	O C	PROJ COMPLETE DATE	DATE CONTRACT COMPLETE
4500211501	EMERACHEM LLC 1729 LOUISVILLE DR KNOXVILLE, TN 37921 US	CO CATALYST MODULES - SCPP	E	B					F	N	02				291,014	0	0	291,014	12/16/2011	O	5/1/2012	
4500211455	NATIONAL GRID CORPORATE SERVICES NATIONAL GRID ENVIRONMENTAL ANALYSIS 175 E OLD COUNTRY RD HICKSVILLE, NY 11801-4257 US	NATURAL GAS SAMPLING SENY 1 YEAR	S	B					N	N	01				25,200	0	0	25,200	12/15/2011	O	12/31/2012	
4500211354	ILLINOIS BLOWER INC 750 INDUSTRIAL DR CARY, IL 60013 US	CLUTCH COUPLING GEAR MOTOR	E	B	5				F	N	03				5,817	0	0	5,817	12/13/2011	O	1/24/2012	
4500211332	PHOTO SPECIALTIES PLUS 21 NORTH MALL PLAINVIEW, NY 11803-4203 US	POWER CONNECTION KIT, POWER CONNECTION KIT DUEL ENTRY ILLUMINATED END SEAL KIT	E	B	5				N	Y	03				5,550	5,550	5,550	0	12/13/2011	C		12/20/2011
4500211331	PCB PIEZOTRONICS INC 3425 WALDEN AVE DEPEW, NY 14043 US	CDMS PROBES AND CABLES	E	B					N	N	02				47,610	0	0	47,610	12/13/2011	O	3/1/2012	
4500211065	GENERAL ELECTRIC CO T & D SALES SUPPORT CENTER 4601 PARK RD STE 600 CHARLOTTE, NC 28209 US	RELAY, MLI A016	E	B					N	N	04	X			10,641	10,641	10,641	0	12/7/2011	C		12/20/2011
4500210996	ITRON INC ENERGY INFORMATION SYSTEMS 4401 BLAND RD RALEIGH, NC 27609 US	SOFTWARE UPGRADE FOR MV-90 XI	E	S					F	N	01				41,125	41,125	41,125	0	12/6/2011	O	2/1/2012	

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4500210900	GEA FES INC FORMERLY FES SYSTEMS 3475 BOARD RD YORK, PA 17402 US	COALESCER, ELEMENT "SUPER DEPTH" 9.4" GASKET MAN WAY NEOPRENE 0.125 X 14 3/4	E	B	S	F	N						03	14,728	0	0	14,728	12/2/2011	O	3/1/2012	
4500210899	F & F INDUSTRIAL EQUIPMENT INC 195 TOWER DR MIDDLETOWN, NY 10941-2034 US	FAN GAD200-CD04-02, KIT, POLYMETRIX LOW PROFILE, KIT POLYMETRIX KIT SEAL.	E	B	S	N	Y						03	6,735	777	777	5,958	12/2/2011	O	3/1/2012	
4500210858	GEXPRO DBA FOR GENERAL SUPPLY & SERV INC 1776 NEW HWY FARMINGDALE, NY 11735-1513 US	STEAM TURBINE LUBE OIL PUMP MOTOR -- ROTATABLE SPARE	E	B	S	N	N						03	8,227	0	0	8,227	12/2/2011	O	4/1/2012	
4500210855	F & F INDUSTRIAL EQUIPMENT INC 195 TOWER DR MIDDLETOWN, NY 10941-2034 US	ICE MELT	E	B	S	N	Y						03	7,810	7,732	7,732	78	12/2/2011	C		12/20/2011
4500210827	F & F INDUSTRIAL EQUIPMENT INC 195 TOWER DR MIDDLETOWN, NY 10941-2034 US	VALVE, CONTROL JORDAN HEATEC	E	B	S	N	Y						03	5,700	0	0	5,700	12/2/2011	O	1/26/2012	
4500210693	ALTAIR FILTER TECHNOLOGY INC 307 N HURSTBOURNE PKWY LOUISVILLE, KY 40222-5141 US	AIR INLET SURVEY	S	S	S	F	N						01	13,000	0	0	13,000	11/29/2011	O	3/1/2012	
4500210608	FLOWERVE PUMP CORP FORMERLY INGERSOLL-DRESSER PUMP CO P O BOX 3565 SCRANTON, PA 18505-3565 US	INGERSOLL PUMP PARTS	E	B		F	N						03	36,855	0	0	36,855	11/28/2011	O	5/30/2012	

CONTRACT NUMBER	PROVIDER NAME	CONTRACT DESCRIPTION	T E	Y A	M A	R A	O A	N A	P A	O A	M A	B A	I A	F A	TOTAL CONTRACT AMOUNT	TOTAL EXPENDED TO DATE	AMOUNT EXPENDED 2011	CONTRACT BALANCE	DATE OF CONTRACT	O C	PROJ COMPLETE DATE	DATE CONTRACT COMPLETE
4500210507	F & F INDUSTRIAL EQUIPMENT INC 195 TOWER DR MIDDLETOWN, NY 10941-2034 US	FILTER ELEMENT HYDRAULICS, GAS CALIBRATION AMMONIA, GAS CALIBRATION STANDARD GAS	E	B	5	N	Y	03							5,172	5,120	5,120	52	11/22/2011	C		12/20/2011
4500210297	F & F INDUSTRIAL EQUIPMENT INC 195 TOWER DR MIDDLETOWN, NY 10941-2034 US	ASSEMBLY, HUB/CLAMPS/HARDWARE KIT ONLY COOLING TOWERS	E	B	5	N	Y	02							8,395	8,311	8,311	84	11/17/2011	C		12/20/2011
4500210289	PARAMOUNT ASSOCIATES OF NEW YORK INC 45 HERB HILL RD GLEN COVE, NY 11542-2814 US	ROOF AND FENCE REPAIR FOR THE SCPP'S	S	M	8	N	Y	01							195,159	0	0	195,159	11/16/2011	O	11/15/2012	
4500210278	SRS ENTERPRISES INC 2711 HARWAY AVE BROOKLYN, NY 11214 US	SPACE HEATER TURBINE AND GENERATOR COMPARTMENT EXPLOSION PROOF	E	B	5	N	N	03							7,000	0	0	7,000	11/16/2011	O	3/1/2012	
4500210232	KELLY & HAYES ELECT SUPPLY INC 66 SOUTHERN BLVD NESCONSET, NY 11767-1092 US	CABLE HEAT TRACING 120 VOLTS SELF LIMITING CHEMLEX TEST PROBE WIRES, RED & BLK.	E	B	5	N	N	03							9,623	9,623	9,623	0	11/16/2011	C		12/20/2011
4500210210	ABB INC 940 MAIN CAMPUS DR RALEIGH, NC 27606-5211 US	CIRCUIT BREAKERS AND DISCONNECT SWITCHING EQUIPMENT	E	S		F	N	01							543,326	0	0	543,326	11/15/2011	O	10/1/2012	
4500210156	PROENERGY SERVICES LLC 2001 PROENERGY BLVD SEDALIA, MO 65301-2470 US	REFURBISH THIRTY FUEL NOZZLES FOR LM6000	E	B		F	N	02							26,400	0	0	26,400	11/14/2011	O	3/1/2012	

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4500210122	HAYES PUMP INC 295 FAIRFIELD AVE FAIRFIELD, NJ 07004-3833 US	BLOW DOWN PUMP	E	B				F	N	02			23,347	0	0	23,347	11/10/2011	O	1/31/2012	
4500209972	3 GALS INDUSTRIAL LLC PO BOX 177 OYSTER BAY, NY 11771-0177 US	PUMP AMMONIA TRANSFER	E	B	5			N	Y	03			5,980	5,980	5,980	0	11/7/2011	C		12/20/2011
4500209873	SIEMENS ENERGY INC 85 JOHN RD - UNIT 1 CANTON, MA 02021-2826 US	VALVE STOP FIRE IGNITION GAS, WASHER, DISK COUPLE	E	B	5			F	N	03			5,681	282	282	5,399	11/4/2011	O	3/1/2012	
4500209846	ATLAS CONCRETE BATCHING CORP 9511 147TH PL JAMAICA, NY 11435-4507 US	SNOW REMOVAL SERVICES	S	B				N	Y	03			46,000	0	0	46,000	12/20/2011	O	12/19/2012	
4500209653	LOUGHLIN MANUFACTURING CORP 1601 9TH AVE BOHEMIA, NY 11716-1202 US	ON-SITE MACHINING SERVICE	S	M	8			N	Y	01			21,500	21,500	21,500	0	10/31/2011	C		12/20/2011
4500209633	CORMETECH INC ENVIRONMENTAL TECHNOLOGIES 5000 INTERNATIONAL DR DURHAM, NC 27712-8911 US	CATALYST INSTALLATION SUPPORT	S	S	5			F	N	01			29,331	0	0	29,331	10/31/2011	O	3/1/2012	
4500209623	EMERACHEM LLC 1729 LOUISVILLE DR KNOXVILLE, TN 37921 US	CATALYST WASHING - GOWANUS	S	S				F	N	01			127,160	0	0	127,160	10/31/2011	O	3/1/2012	

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 2011 ANNUAL REPORT OF PROCUREMENT CONTRACTS  
 REQUIRED BY N.Y. PUBLIC AUTHORITIES LAW, SECTION 2879

CONTRACT NUMBER	PROVIDER NAME	CONTRACT DESCRIPTION	T E	Y A	M A	R A	O A	R A	P A	O A	N A	M A	B A	I A	F A	T A	TOTAL CONTRACT AMOUNT	TOTAL EXPENDED TO DATE	AMOUNT EXPENDED 2011	CONTRACT BALANCE	DATE OF CONTRACT	O C	PROJ COMPLETE DATE	DATE CONTRACT COMPLETE
4500209614	TRIBOLOGIK CORP 10921 DERRYDOWN WAY SAN DIEGO, CA 92130-2898 US	MONTHLY OIL SAMPLE	E	B													54,000	0	0	54,000	10/31/2011	O	11/30/2012	
4500209399	A & M INDUSTRIAL SUPPLY CO 1414 CAMPBELL ST - PO BOX 1044 RAHWAY, NJ 07065-1044 US	FLOW METER FOR NH3 SCR SKID MFG ENDRESS & HAUSER PROMASS	E	B													14,428	14,428	14,428	0	10/25/2011	C		11/8/2011
4500209356	AERODERIVATIVE GAS TURBINE SUPPORT INC 1141 S ROGERS CIR - STE 11 BOCA RATON, FL 33487-2789 US	WATER FILTER ELEMENT FOR LM 6000 SPRINT SYSTEM (DUPLX)	E	B													10,730	10,664	10,664	66	10/26/2011	C		11/3/2011
4500209305	GEA FES INC FORMERLY FES SYSTEMS 3475 BOARD RD YORK, PA 17402 US	CHILLER COMPRESSOR STOCK PARTS	E	B													11,734	11,734	11,734	0	10/24/2011	C		12/20/2011
4500209210	CUTSFORTH INC 37837 ROCK HAVEN RD COHASSET, MN 55721-8912 US	BRUSHLESS GROUNDING SYSTEM REPAIRS FORCED OUTAGE	S	S													39,606	39,606	39,606	0	10/20/2011	C		12/20/2011
4500209165	A & M INDUSTRIAL SUPPLY CO 1414 CAMPBELL ST - PO BOX 1044 RAHWAY, NJ 07065-1044 US	GAS COMPRESSOR SUCTION VALVE	E	B													8,406	0	0	8,406	10/20/2011	O	4/30/2012	
4500209039	AERODERIVATIVE GAS TURBINE SUPPORT INC 1141 S ROGERS CIR - STE 11 BOCA RATON, FL 33487-2789 US	PROBE- T48 THERMOCOUPLE	E	B													14,400	14,265	14,265	135	10/18/2011	C		11/8/2011

CONTRACT NUMBER	PROVIDER NAME	CONTRACT DESCRIPTION	T E	Y A	M A	R A	O A	P A	N A	W A	B A	I A	F A	TOTAL CONTRACT AMOUNT	TOTAL EXPENDED TO DATE	AMOUNT EXPENDED 2011	CONTRACT BALANCE	DATE OF CONTRACT	O C	PROJ COMPLETE DATE	DATE CONTRACT COMPLETE
4500209038	AERODERIVATIVE GAS TURBINE SUPPORT INC 1141 S ROGERS CIR - STE 11 BOCA RATON, FL 33487-2789 US	FILTERS, COALESCING FILTER FOR GAS COMPRESSOR	E	B	5	F	N	03	X					6,874	6,874	6,874	0	10/18/2011	C		11/1/2011
4500209022	LM PARTS LLC 26 FAYMORE DR AGAWAM, MA 01001-3010 US	REPAIR THRUST BALANCE VALVE	E	B		F	N	01	X					33,057	33,057	33,057	0	10/17/2011	C		12/20/2011
4500208998	PETROSCAN LTD 1990 NEW HWY FARMINGDALE, NY 11735-1102 US	DIESEL FUEL DELIVERIES	E	M	8	N	Y	01	X					17,252	17,252	17,252	0	10/17/2011	C		10/17/2011
4500208969	VALVE & INSTRUMENT EXPRESS LLC 570 MORNINGSIDE DR BRIDGEWATER, NJ 08807-2337 US	FLAME SCANNER AND AMPLIFIER	E	B		F	N	04	X					23,523	23,523	23,523	0	10/14/2011	C		12/20/2011
4500208847	MID-ISLAND ELECTRICAL SALES CORP DBA MID-ISLAND ELECTRICAL SUPPLY 59 MALL DR - PO BOX 9027 COMMACK, NY 11725-9027 US	STAB ASSEMBLY, 150A HYP BREAKER, CIRCUIT	E	B	5	N	Y	04						5,340	5,340	5,340	0	10/12/2011	C		12/20/2011
4500208844	GENERAL ELECTRIC INTERNATIONAL INC 4200 WILDWOOD PKWY ATLANTA, GA 30339 US	VME PROTECTION ASSEMBLY	E	B	5	N	N	03						9,742	0	0	9,742	10/12/2011	O	3/1/2012	
4500208840	F & F INDUSTRIAL EQUIPMENT INC 195 TOWER DR MIDDLETOWN, NY 10941-2034 US	RECYCLE VALVE	E	B	5	N	Y	03						11,500	11,385	11,385	115	10/12/2011	C		12/20/2011

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4500208760	AERODERIVATIVE GAS TURBINE SUPPORT INC 1141 S ROGERS CIR - STE 11 BOCA RATON, FL 33487-2789 US	T48 THERMOCOUPLE	E	B	5	F	N	03					12,000	11,889	11,889	111	10/11/2011	C		11/21/2011
4500208720	GENERAL ELECTRIC INTERNATIONAL INC 6001 TONNELLE AVE NORTH BERGEN, NJ 07047 US	TURNING GEAR ASSEMBLY	E	S		F	N	01					85,154	83,154	83,154	2,000	10/7/2011	C		11/7/2011
4500208657	FLIR SYSTEMS INC 25 ESQUIRE RD N BILLERICA, MA 01862-2501 US	FLIR INFRA-RED CAMERAS	E	B		F	N	03					66,608	66,583	66,583	25	10/6/2011	C		11/10/2011
4500208538	GE PACKAGED POWER INC 16415 JACINTOPOORT BLVD BLDG "B" HOUSTON, TX 77015 US	PUMP COUPLING	E	B	5	F	N	03					8,749	0	0	8,749	10/4/2011	O	1/30/2012	
4500208485	PINNACLE PARTS & SERVICE CORP 18 HICKORY LN BAYVILLE, NJ 08721-2111 US	CARD AND MODULES REPAIR	E	B	5	F	N	03					14,640	14,640	14,640	0	10/3/2011	C		11/1/2011
4500208483	INDUSTRIAL CONTROLS DISTRIBUTOR LLC 1776 BLOOMSBURY AVE OCEAN, NJ 07712-3941 US	TANK LEVEL GAS TRANSMITTER	E	B	5	F	N	03	X				5,428	5,428	5,428	0	10/3/2011	C		10/31/2011
4500208478	PINNACLE PARTS & SERVICE CORP 18 HICKORY LN BAYVILLE, NJ 08721-2111 US	POWER SUPPLY REPAIR	E	B	5	F	N	03					12,620	12,620	12,620	0	10/3/2011	C		12/20/2011

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4500208468	FILCO CARTING CORP 111 GARDNER AVE BROOKLYN, NY 11237-1307 US	RUBBISH REMOVAL SERVICES	S	B	7	N	N	02						48,750	3,044	3,044	45,706	10/3/2011	O	10/17/2012	
4500208305	AVIATION POWER & MARINE INC 3030 SW 13 PL BOYNTON BEACH, FL 33426-9086 US	ACTUATOR	E	B	5	F	N	03						12,889	0	0	12,889	9/28/2011	O	3/1/2012	
4500208299	GENERAL ELECTRIC INTERNATIONAL INC 6001 TONNELLE AVE NORTH BERGEN, NJ 07047 US	LABYRINTH SEAL	E	S	5	F	N	01						13,009	13,009	13,009	0	9/28/2011	C		9/30/2011
4500208233	CONTROL ASSOCIATES INC 20 COMMERCE DR ALLENDALE, NJ 07401-1600 US	STOCK PARTS	E	B	5	F	N	03						13,250	13,250	13,250	0	9/27/2011	C		11/1/2011
4500208230	NORTHERN TRUCKING & LOGISTICS INC 200 GARDEN CITY PLZ - STE #224 GARDEN CITY, NY 11530-3338 US	FREIGHT SUPPORT FOR FLYNN OUTAGE	S	M	8	N	Y	01						25,000	13,605	13,605	11,395	9/27/2011	O	9/26/2012	
4500208216	LOUGHLIN MANUFACTURING CORP 1601 9TH AVE BOHEMIA, NY 11716-1202 US	MACHINING SERVICES	S	M	8	N	Y	01						23,971	23,971	23,971	0	9/27/2011	O	9/26/2012	
4500208211	GENCON CONSTRUCTION CO 393 SMITH RD SHIRLEY, NY 11967-2214 US	CRANE RENTAL SERVICES	E	M	8	N	Y	01						40,000	12,950	12,950	27,050	9/27/2011	O	9/26/2012	

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4500208152	THE HILLIARD CORP 100 W 4TH ST ELMIRA, NY 14901-2190 US	REFURBISH HILLIARD STARTER CLUTCH	E	B	5	N	N	03								8,600	0	0	8,600	9/26/2011	O	3/1/2012	
4500208151	HAMON CUSTODIS INC 58 E MAIN ST SOMERVILLE, NJ 08876-2312 US	STACK INSPECTION	S	B	5	F	N	03								14,500	0	0	14,500	9/26/2011	O	4/30/2012	
4500207940	3 GALS INDUSTRIAL LLC PO BOX 177 OYSTER BAY, NY 11771-0177 US	HEATERS	E	B	5	N	Y	03								11,817	11,817	11,817	0	9/20/2011	O	1/30/2012	
4500207895	CUTSFORTH INC 37837 ROCK HAVEN RD COHASSET, MN 55721-8912 US	CUTSFORTH EASY CHANGE BRUSH SYSTEM	E	B		F	N	01								166,424	0	0	166,424	9/20/2011	O	6/30/2012	
4500207867	SAFWAY SERVICES LLC DBA FOR OIP HOLDINGS LLC N19W24200 RIVERWOOD DR WAUKESHA, WI 53188-1179 US	SCAFFOLDING SERVICES / RENTAL	E	B		N	N	02								75,000	48,592	48,592	26,408	9/20/2011	O	9/19/2012	
4500207721	GENERAL ELECTRIC INTERNATIONAL INC 6001 TONNELLE AVE NORTH BERGEN, NJ 07047 US	VPRO MODULE ASSEMBLY	E	B	5	F	N	04	X							9,766	9,766	9,766	0	9/15/2011	C		10/24/2011
4500207709	PINNACLE PARTS & SERVICE CORP 18 HICKORY LN BAYVILLE, NJ 08721-2111 US	VPRO MODULES - REPAIR	S	B	5	F	N	03								10,400	10,400	10,400	0	9/15/2011	C		10/31/2011

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4500207668	CENTURY PETROLEUM LTD 147 GAZZA BLVD FARMINGDALE, NY 11735-1429 US	DIESEL FUEL DELIVERIES	E	M	8	N	Y	01				15,507	15,496	15,496	11	9/14/2011	C		9/22/2011
4500207640	GENERAL ELECTRIC INTERNATIONAL INC 6001 TONNELLE AVE NORTH BERGEN, NJ 07047 US	R-0 BLADE REPLACEMENT	S	B		F	N	01				130,000	0	0	130,000	9/14/2011	O	6/30/2012	
4500207615	THYSSENKRUPP ELEVATOR CORP 59 OTIS ST WEST BABYLON, NY 11704-1415 US	ELEVATOR MAINTENANCE CONTRACT	S	B	7	N	N	02				50,000	0	0	50,000	9/14/2011	O	9/13/2012	
4500207564	RESIDENTIAL FENCES CORP 1775 ROUTE 25 RIDGE, NY 11961-2404 US	MAIN GATE REPLACEMENT	S	M	8	N	Y	01				25,600	0	0	25,600	9/12/2011	C		11/2/2011
4500207559	K CONNELLY CORP 16 HAWTHORNE RD KINGS PARK, NY 11754-6297 US	LIMITORQUE ACTUATOR	E	M	5	N	Y	01	X			5,989	5,989	5,989	0	9/12/2011	C		12/20/2011
4500207529	F & F INDUSTRIAL EQUIPMENT INC 195 TOWER DR MIDDLETOWN, NY 10941-2034 US	PALLET RACK SYSTEM	E	M	5	N	Y	01				7,260	7,260	7,260	0	9/12/2011	C		11/17/2011
4500207487	COOLING TOWER DEPOT INC 651 CORPORATE CIR - STE 206 GOLDEN, CO 80401-5653 US	COOLING TOWER REPAIRS DURING MAJOR OUTAGE, FALL 2011	S	S		F	N	01				273,107	263,985	263,985	9,122	9/9/2011	C		12/20/2011

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4500207392	GENERAL ELECTRIC INTERNATIONAL INC 6001 TONNELLE AVE NORTH BERGEN, NJ 07047 US	N2 PACKING HEAD FOR STEAM TURBINE	E	B				F	N	01				530,413	0	0	530,413	9/7/2011	O	4/1/2012	
4500207245	KELLY & HAYES ELECT SUPPLY INC 66 SOUTHERN BLVD NESCONSET, NY 11767-1092 US	ELECTRICAL KITS	E	B	5			N	N	03				10,124	10,124	10,124	0	9/2/2011	C		9/9/2011
4500207075	HOERBIGER SERVICE INC 12 MCCULLOUGH BLDG. #4 NEW CASTLE, DE 19720 US	REBUILD KITS FOR GAS COMP	E	B	5			F	N	03				12,354	12,354	12,354	0	8/30/2011	C		11/10/2011
4500206950	HOERBIGER SERVICE INC 12 MCCULLOUGH BLDG. #4 NEW CASTLE, DE 19720 US	GAS COMPRESSOR VALVES	E	B				F	N	01				65,243	0	0	65,243	8/26/2011	O	3/1/2012	
4500206879	BENFIELD CONTROL AND POWER 55 LAFAYETTE AVE WHITE PLAINS, NY 10603 US	CHILLER COMPRESSOR PARTS	E	B	5			N	N	03				7,790	7,790	7,790	0	8/24/2011	C		10/3/2011
4500206877	MID-ISLAND ELECTRICAL SALES CORP DBA MID-ISLAND ELECTRICAL SUPPLY 59 MALL DR - PO BOX 9027 COMMACK, NY 11725-9027 US	ELECTRICAL PARTS FOR ELECTRICAL ENGINEERING MODIFICATION	E	B				N	Y	04				43,682	43,245	43,245	437	8/24/2011	C		10/1/2011
4500206860	EXTERRAN INC 4477 GLEASON RD LAKEWOOD, NY 14750 US	CONNECTING ROD	E	B	5			F	N	03				14,740	14,740	14,740	0	8/24/2011	C		9/30/2011

CONTRACT NUMBER	PROVIDER NAME	CONTRACT DESCRIPTION	T E	Y A	M A	R A	O A	N A	P A	F A	O A	M A	B A	I A	F A	R A	TOTAL CONTRACT AMOUNT	TOTAL EXPENDED TO DATE	AMOUNT EXPENDED 2011	CONTRACT BALANCE	DATE OF CONTRACT	O C	PROJ COMPLETE DATE	DATE CONTRACT COMPLETE
4500206845	F & F INDUSTRIAL EQUIPMENT INC 195 TOWER DR MIDDLETOWN, NY 10941-2034 US	AMMONIA PRESSURE GAUGES	E	B	S	N	Y	03									5,984	5,924	5,924	60	8/24/2011	C		10/12/2011
4500206843	GEA FES INC FORMERLY FES SYSTEMS 3475 BOARD RD YORK, PA 17402 US	REFRIGERATION OIL	E	B	S	F	N	03	X								10,610	10,610	10,610	0	8/24/2011	C		9/1/2011
4500206711	BRG MACHINERY CONSULTING LLC 703 HIGHLAND AVE CHARLOTTESVILLE, VA 22903-4014 US	QUALITY ASSURANCE INSPECTION FOR THE NEW 500 MW GAS COMPRESSOR	S	S		F	N	01									70,000	42,478	42,478	27,522	8/22/2011	O	3/1/2012	
4500206628	TVS CARTRIDGE AIR FILTERS 3040 DUBLIN CIRCLE BESSEMER, AL 35022 US	AIR INLET FILTERS	E	B		F	N	08									80,054	0	0	80,054	8/18/2011	O	3/1/2012	
4500206572	TEAM INDUSTRIAL SERVICES INC 1301 E LINDEN AVE LINDEN, NJ 07036 US	EMERGENT GAS REPAIR LEAK	S	S	S	F	N	01									12,930	12,930	12,930	0	8/17/2011	C		9/23/2011
4500206326	GENERAL ELECTRIC INTERNATIONAL INC 6001 TONNELLE AVE NORTH BERGEN, NJ 07047 US	STATOR VANES AND COMPRESSOR BLADES	E	B		F	N	01									486,445	0	0	486,445	8/11/2011	O	3/31/2012	
4500206301	KELLY & HAYES ELECT SUPPLY INC 66 SOUTHERN BLVD NESCONSET, NY 11767-1092 US	HG CHILLER PARTS	E	B	S	N	N	03									5,135	5,135	5,135	0	8/10/2011	C		9/10/2011

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4500206288	DRESSER-RAND CO 100 E CHEMUNG ST PAINTED POST, NY 14870-1352 US	HANOVER COMPRESSOR STOCK PARTS	E	B	S	F	N	03	X					8,268	8,268	8,268	0	8/10/2011	C		8/24/2011
4500206286	EXTERRAN INC 4477 GLEASON RD LAKEWOOD, NY 14750 US	HANOVER COMPRESSOR STOCK PARTS	E	B	S	F	N	03						9,484	9,484	9,484	0	8/10/2011	C		9/8/2011
4500206206	F & F INDUSTRIAL EQUIPMENT INC 195 TOWER DR MIDDLETOWN, NY 10941-2034 US	ROLL TOP CONTAINMENT UNITS	E	B	S	N	Y	03						6,922	6,922	6,922	0	8/8/2011	C		9/28/2011
4500206158	GEA FES INC FORMERLY FES SYSTEMS 3475 BOARD RD YORK, PA 17402 US	CHILLER COMPRESSOR PARTS	E	B	S	F	N	03	X					7,139	7,139	7,139	0	8/5/2011	C		8/10/2011
4500205913	K CONNELLY CORP 16 HAWTHORNE RD KINGS PARK, NY 11754-6297 US	REBUILD 4" YARWAY ARC/M-ARC VALVE	S	M	S	N	Y	01	X					9,524	9,524	9,524	0	8/1/2011	C		9/6/2011
4500205745	AVOGADRO ENVIRONMENTAL CORP 1350 SULLIVAN TRL - STE A EASTON, PA 18040-1185 US	CEMS HARDWARE MAINTENANCE -- IN CITY POWER PROJECTS	S	B		F	N	06						125,142	58,103	58,103	67,039	8/1/2011	O	7/31/2012	
4500205554	AERODERIVATIVE GAS TURBINE SUPPORT INC 1141 S ROGERS CIR - STE 11 BOCA RATON, FL 33487-2789 US	GAS TURBINE SEALS AND GASKETS	E	B	S	F	N	03						14,725	13,844	13,844	881	7/22/2011	C		11/1/2011

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4500205552	GE INFRASTRUCTURE INC WATER & PROCESS TECHNOLOGIES 4636 SOMERTON RD TREVOSE, PA 19053 US	CORTROL IS104	E	B	5	F	N	03					13,026	12,568	12,568	458	7/22/2011	C		9/7/2011
4500205176	TIERNEY & COURTNEY INC 5842 MASPETH AVE MASPETH, NY 11378-2794 US	REPLACE POLETTI WAREHOUSE CRANE BAY DOOR	S	M	8	N	N	01					20,000	16,750	16,750	3,250	7/13/2011	C		9/28/2011
4500205110	EMPIRE TECH SOLUTIONS INC 1151 PITTSFORD VICTOR RD STE 100 PITTSFORD, NY 14534 US	REPAIR KIT	E	B	5	F	N	03	X				10,735	10,735	10,735	0	7/12/2011	C		9/13/2011
4500205109	GENERAL ELECTRIC INTERNATIONAL INC 4200 WILDWOOD PKWY ATLANTA, GA 30339 US	VME P2 BACKPLANE	E	B	5	F	N	03	X				7,849	7,849	7,849	0	7/12/2011	C		8/22/2011
4500205107	GE PACKAGED POWER INC 16415 JACINTOPOORT BLVD BLDG "B" HOUSTON, TX 77015 US	PROXIMITOR/ SEISMIC MONITOR	E	B	5	F	N	03	X				5,755	5,755	5,755	0	7/12/2011	C		9/13/2011
4500205087	AERODERIVATIVE GAS TURBINE SUPPORT INC 1141 S ROGERS CIR - STE 11 BOCA RATON, FL 33487-2789 US	CRF ACCELEROMETER	E	B	5	F	N	03					13,800	13,662	13,662	138	7/12/2011	C		7/25/2011
4500205086	AERODERIVATIVE GAS TURBINE SUPPORT INC 1141 S ROGERS CIR - STE 11 BOCA RATON, FL 33487-2789 US	WATER FILTER ELEMENT	E	B	5	F	N	03					11,100	11,024	11,024	76	7/12/2011	C		8/24/2011

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4500205085	CUTSFORTH INC 37837 ROCK HAVEN RD COHASSET, MN 55721-8912 US	SHAFT GROUNDING SYSTEM	E	B	S	F	N	03	X				7,511	7,511	7,511	0	7/12/2011	C		7/29/2011
4500205082	A & M INDUSTRIAL SUPPLY CO 1414 CAMPBELL ST - PO BOX 1044 RAHWAY, NJ 07065-1044 US	AIR CELL WITH OIL INDICATOR	E	B	S	F	N	03					8,781	0	0	8,781	7/12/2011	C		12/20/2011
4500205063	ZTZ SERVICES INTERNATIONAL INC 1970 NE 153RD ST - UNIT #14 NORTH MIAMI, FL 33162-6063 US	ON-LINE BUSHING MONITORING SYSTEM	S	B		F	N	02					38,000	0	0	38,000	7/11/2011	O	3/1/2012	
4500205017	BABCOCK & WILCOX POWER GENERATION GROUP INC 2849 STERLING DR HATFIELD, PA 19440-1956 US	CONTINUOUS EMISSIONS MONITORING SYSTEMS SOFTWARE	S	B		F	N	04					100,500	100,500	100,500	0	7/8/2011	O	7/7/2012	
4500204927	AERODERIVATIVE GAS TURBINE SUPPORT INC 1141 S ROGERS CIR - STE 11 BOCA RATON, FL 33487-2789 US	LP SPEED SENSOR	E	B	S	F	N	03					9,900	9,811	9,811	89	7/6/2011	C		7/18/2011
4500204910	IACONO INC 230 KNICKERBOCKER AVE BOHEMIA, NY 11716 US	ATLAS COPCO FILTER KIT	E	B	S	F	N	03	X				7,213	7,213	7,213	0	7/6/2011	C		8/8/2011
4500204907	TECHNOSCOOTS INC 16 SUMMERFIELD DR MONROE, NJ 08831-3276 US	ELECTRONIC DATA REPORTING SERVICES	S	B		F	N	04					14,000	14,000	14,000	0	7/6/2011	O	7/5/2012	

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4500204899	AMETEK POWER INC C/O VALLEY TECHNICAL SALES 1 HOLLYWOOD AVE - STE 2A HO HO KUS, NJ 07423 US	LAME SENSOR	E	B	5	F	N	01			11,680	0	0	11,680	7/6/2011	O	3/1/2012	
4500204651	MARINE MAINTENANCE & CONSTRUCT CO PO BOX 36 CLAYTON, NJ 08312 US	FOAMITE HOUSE INSPECTION - UNDERWATER	S	B	5	F	N	02			12,009	12,009	12,009	0	6/28/2011	C		8/15/2011
4500204599	THE HILLIARD CORP 100 W 4TH ST ELMIRA, NY 14901-2190 US	HYDRAULIC STARTER CLUTCH	E	B	5	N	N	03			7,138	7,138	7,138	0	6/28/2011	C		8/4/2011
4500204555	DRESSER-RAND CO 1200 W SAM HOUSTON PKWY N HOUSTON, TX 77043-4009 US	EMERGENT GAS COMPRESSOR REPAIR WORK	S	S		F	N	01			25,000	18,312	18,312	6,688	6/27/2011	C		8/16/2011
4500204336	F & F INDUSTRIAL EQUIPMENT INC 195 TOWER DR MIDDLETOWN, NY 10941-2034 US	HYDRAULIC OIL PUMP	E	B	5	N	Y	03			7,852	7,775	7,775	77	6/21/2011	C		12/20/2011
4500203995	JANSEN'S AIRCRAFT SYSTEM CONTROLS INC 2303 WEST ALAMEDA DR TEMPE, AZ 85282 US	REFURBISH 3 WAY FUEL VALVES	S	B		F	N	01	X		20,805	20,805	20,805	0	6/10/2011	C		8/10/2011
4500203765	F & F INDUSTRIAL EQUIPMENT INC 195 TOWER DR MIDDLETOWN, NY 10941-2034 US	FIRE HOSES	E	B	5	N	Y	03	X		11,493	11,493	11,493	0	6/6/2011	C		7/14/2011

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4500203619	GEA FES INC FORMERLY FES SYSTEMS 3475 BOARD RD YORK, PA 17402 US	CHILLER MAINTENANCE	S	B	F	N	02				20,304	19,104	19,104	1,200	6/1/2011	C		10/13/2011
4500203508	HAYES PUMP INC 295 FAIRFIELD AVE FAIRFIELD, NJ 07004-3833 US	RAW WATER PUMP	E	B	5	F	N	03	X		9,284	9,284	9,284	0	5/31/2011	C		8/12/2011
4500203507	FLOWSERVE PUMP CORP FORMERLY INGERSOLL-DRESSER PUMP CO P O BOX 3565 SCRANTON, PA 18505-3565 US	CIRCULATING WATER PUMP PARTS	E	B	5	F	N	03	X		10,417	10,417	10,417	0	5/31/2011	C		7/22/2011
4500203490	GEXPRO DBA FOR GENERAL SUPPLY & SERV INC 1776 NEW HWY FARMINGDALE, NY 11735-1513 US	ELECTRIC MOTORS	E	B		N	N	09			84,773	84,773	84,773	0	5/27/2011	O	1/31/2012	
4500203208	AERODERIVATIVE GAS TURBINE SUPPORT INC 1141 S ROGERS CIR - STE 11 BOCA RATON, FL 33487-2789 US	PRESSURE PROBES	E	B	5	F	N	03			9,600	9,504	9,504	96	5/19/2011	C		6/30/2011
4500203207	THE HILLIARD CORP 100 W 4TH ST ELMIRA, NY 14901-2190 US	HILLIARD CLUTCH OVERHAUL	E	B	5	N	N	03			8,741	8,593	8,593	148	5/19/2011	C		8/18/2011
4500203088	NYS INDUSTRIES FOR THE DISABLED INC 11 COLUMBIA CIR ALBANY, NY 12203-5156 US	CONTRACT LANDSCAPING/GROUNDKEEPER	S	B	4	N	N	01			45,000	11,790	11,790	33,210	6/11/2011	O	6/10/2012	

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4500203077	HACH CHEMICAL CO PO BOX 389 LOVELAND, CO 80539 US	FLO-DAR SYSTEM INSTALLATION AND MAINTENANCE SERVICE	S		B		F	N	01				33,600	14,000	14,000	19,600	5/16/2011	O	5/15/2012	
4500203030	GENERAL ELECTRIC CO T & D SALES SUPPORT CENTER 4601 PARK RD STE 600 CHARLOTTE, NC 28209 US	CURRENT TRANSFORMER (CT)	E		B	5	F	N	03	X			8,152	8,152	8,152	0	5/13/2011	C		6/6/2011
4500202944	THE DAVIDSON GROUP #2600 5002 2ND AVE BROOKLYN, NY 11232-4393 US	GAS SUPPLY ACTUATOR	E		B	5	N	N	03				8,764	8,764	8,764	0	5/12/2011	C		7/28/2011
4500202820	WORLD WIDE GAS TURBINE PRODUCTS INC 300 COMMERCE DR CLIFTON PARK, NY 12065-1317 US	SPARK PLUG SPRING POSITION	E		B	5	F	Y	03				5,600	5,600	5,600	0	5/9/2011	C		5/24/2011
4500202649	LM PARTS LLC 26 FAYMORE DR AGAWAM, MA 01001-3010 US	SOLENOID VALVE	E		B	5	F	N	03	X			5,995	5,995	5,995	0	5/3/2011	C		7/19/2011
4500202462	AVIATION POWER & MARINE INC 3030 SW 13 PL BOYNTON BEACH, FL 33426-9086 US	VIGV ACTUATOR	E		B	5	F	N	03				12,889	12,889	12,889	0	4/28/2011	C		5/6/2011
4500202396	CUTSFORTH INC 37837 ROCK HAVEN RD COHASSET, MN 55721-8912 US	CUTSFORTH EASY CHANGE ON LINE BRUSH HOLDER SYSTEM	E		B		F	N	01				78,518	68,609	68,609	9,909	4/26/2011	C		6/7/2011

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4500202376	VICTORY SOURCING INC 11 EAST BYWAY GREENWICH, CT 06831-5774 US	4 INCH RISING STEM GATE VALVE	E	B	S	F	N	O	A	x				6,050	6,050	6,050	0	4/26/2011	C		5/25/2011
4500202369	THE DAVIDSON GROUP #2600 5002 2ND AVE BROOKLYN, NY 11232-4393 US	GAS SUPPLY ACTUATOR	E	B	S	N	N	O	A					8,764	8,764	8,764	0	4/26/2011	C		7/20/2011
4500202247	AMERICAN POWER SERVICE 16 CARLETON DR GEORGETOWN, MA 01833- 2501 US	REBABBITTING OF HYDROGEN SEALS	S	B	S	F	N	O	A					7,729	7,212	7,212	517	4/20/2011	C		6/29/2011
4500202215	KEN-MAR FIRE EXTINGUISHER CO INC 168 LARKFIELD RD E NORTHPORT, NY 11731-1894 US	FIRE EXTINGUISHERS INSPECTION AND OVERHAUL	S	M	S	N	N	O	A					7,067	7,067	7,067	0	4/20/2011	C		7/27/2011
4500202191	WORLD WIDE GAS TURBINE PRODUCTS INC 300 COMMERCE DR CLIFTON PARK, NY 12065-1317 US	HYDROGEN SEALS	E	B	S	N	Y	O	A					5,560	5,560	5,560	0	4/19/2011	C		6/21/2011
4500201832	BUSINESS NETWORK OF EMERGENCY RESOURCES INC 117 CAYUGA ST FULTON, NY 13069-1709 US	ALL AREA ACCESS CARDS -- EMERGENCY PLANNING	E	S	S	N	N	O	A					10,525	10,525	10,525	0	4/11/2010	C		5/12/2011
4500201744	PINNACLE PARTS & SERVICE CORP 18 HICKORY LN BAYVILLE, NJ 08721-2111 US	POWER SUPPLY REPAIR	E	B	S	N	N	O	A					6,310	6,310	6,310	0	4/8/2011	C		5/25/2011

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4500201704	IACONO INC 230 KNICKERBOCKER AVE BOHEMIA, NY 11716 US	STATION AIR MOTOR	E	B							N	N	01		15,621	15,621	15,621	0	4/7/2011	C		6/15/2011	
4500201692	PCB PIEZOTRONICS INC 3425 WALDEN AVE DEPEW, NY 14043 US	CDMS PROBES AND CABLES	E	B							F	N	01	X	18,704	18,704	18,704	0	4/7/2011	C		5/24/2011	
4500201675	GENERAL ELECTRIC INTERNATIONAL INC 6001 TONNELLE AVE NORTH BERGEN, NJ 07047 US	R-0 BLADE REPLACEMENT	S	B							N	N	02		99,920	99,920	99,920	0	4/6/2011	C		9/15/2011	
4500201670	VIBROSYSTEM INC 2727 E JACQUES - CARTIER BLVD MONTREAL, PQ J4N 1L7 CA	SUPPLY AND INSTALL VIBRATION MONITORING SYSTEM PARTS	S	B	5						F	N	03		10,780	6,780	6,780	4,000	4/6/2011	C		6/10/2011	
4500201654	INTEGRATED POWER SYSTEMS INC PO BOX 948 FRAZER, PA 19355-0925 US	TEMPORARY BATTERY AND REMOVAL OF OLD	E	B	5						F	N	03	X	8,637	8,637	8,637	0	4/6/2011	C		9/2/2011	
4500201556	GRADE A PETROLEUM PRODUCTS LTD 90 EAST HAWTHORNE AVE VALLEY STREAM, NY 11582-1238 US	BULK TURBINE OIL	E	B							N	N	01	X	54,568	54,568	54,568	0	4/5/2011	C		6/10/2011	
4500201528	F & F INDUSTRIAL EQUIPMENT INC 195 TOWER DR MIDDLETOWN, NY 10941-2034 US	MULTIPLE STOCK ITEMS	E	B	5						N	Y	03	X	8,182	8,182	8,182	0	4/4/2011	C		5/9/2011	

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4500201484	FORTUNE ELECTRIC CO LTD 1965 SHENAGO VALLEY FREEWAY HERMITAGE, PA 16148 US	TECHNICAL SUPPORT FOR GSU TRANSFORMER	S	E	B	S	F	N	03				14,000	0	0	14,000	4/1/2011	C		6/7/2011
4500201462	GENERAL ELECTRIC INTERNATIONAL INC 6001 TONNELLE AVE NORTH BERGEN, NJ 07047 US	ENTELEGUARD TRIP UNITS	E	B			F	N	01				41,379	41,379	41,379	0	4/1/2011	C		6/23/2011
4500201452	3 GALS INDUSTRIAL LLC PO BOX 177 OYSTER BAY, NY 11771-0177 US	TWIN PATH SLINGS	E	B	S		N	Y	03				7,040	7,040	7,040	0	4/1/2011	C		5/14/2011
4500201374	GENERAL ELECTRIC INTERNATIONAL INC 6001 TONNELLE AVE NORTH BERGEN, NJ 07047 US	TECHNICAL ASSISTANCE SERVICES	S	B			F	N	01				300,000	59,156	59,156	240,844	4/1/2011	O	3/31/2014	
4500201304	ALL MECHANICAL SERVICES INC PO BOX 110 PERTH AMBOY, NJ 08862-0110 US	SANITARY PIT PUMP REPAIRS	S	E	B	S	F	N	03				7,442	7,442	7,442	0	3/29/2011	C		5/6/2011
4500201290	ABB INC 940 MAIN CAMPUS DR RALEIGH, NC 27606-5211 US	TRANSFORMER BUSHINGS	E	B			F	N	04				52,380	52,380	52,380	0	3/28/2011	C		5/10/2011
4500201281	AMERICAN INDUSTRIAL SUPPLY CORP PO BOX 934 PERTH AMBOY, NJ 08862 US	STOCK GLOBE VALVES	E	B	S		F	N	03	X			6,583	6,583	6,583	0	3/28/2011	C		4/7/2011

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4500201244	ENVIRONEX INC 1 GREAT VALLEY PKWY - STE 4 MALVERN, PA 19355-1423 US	EMISSIONS TESTING & ANALYSIS	S	S			F	N	01		100,000	50,114	50,114	49,886	3/28/2011	O	3/27/2012	
4500201182	GENERAL ELECTRIC INTERNATIONAL INC 6001 TONNELLE AVE NORTH BERGEN, NJ 07047 US	FIELD SERVICE FOR INSTALLATION OF PROTECTIVE RELAYS	S	B	5		F	N	03		8,330	7,180	7,180	1,150	3/24/2011	C		7/7/2011
4500201143	KELLY & HAYES ELECT SUPPLY INC 66 SOUTHERN BLVD NESCONSET, NY 11767-1092 US	EXPLOSION PROOF JUNCTION BOXES	E	B	5		N	N	03		6,480	6,480	6,480	0	3/24/2011	C		6/18/2011
4500201035	GEA FES INC FORMERLY FES SYSTEMS 3475 BOARD RD YORK, PA 17402 US	REFRIGERATION OIL	E	B	5		F	N	03	X	14,051	14,051	14,051	0	3/22/2011	C		4/5/2011
4500201034	GRADE A PETROLEUM PRODUCTS LTD 90 EAST HAWTHORNE AVE VALLEY STREAM, NY 11582- 1238 US	55 GAL BP TURBO OIL 2380	E	B	5		N	N	03	X	13,679	13,679	13,679	0	3/22/2011	C		4/6/2011
4500201022	PROENERGY SERVICES LLC 2001 PROENERGY BLVD SEDALIA, MO 65301-2470 US	OVERHAUL FUEL NOZZLES	S	B			F	N	02		26,400	26,400	26,400	0	3/22/2011	C		5/25/2011
4500200937	HAMON CUSTODIS INC 58 E MAIN ST SOMERVILLE, NJ 08876-2312 US	STACK INSPECTION	S	B	5		F	N	03		14,500	14,500	14,500	0	3/18/2011	C		5/12/2011

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4500200911	3 GALS INDUSTRIAL LLC PO BOX 177 OYSTER BAY, NY 11771-0177 US	HEAT EXCHANGERS	E	M	8	N	Y	01	X							44,832	44,832	44,832	0	3/17/2011	C		7/13/2011
4500200910	UNAFLEX LLC PO BOX 5088 FT LAUDERDALE, FL 33310-5088 US	CIRCULATING WATER PUMP EXPANSION JOINTS	E	B		F	N	03	X							26,790	26,790	26,790	0	3/17/2011	C		8/24/2011
4500200786	QUEENS INDUSTRIAL ELECTRIC CORP 94-12 150TH ST JAMAICA, NY 11435-9000 US	SIEMENS MOTOR	E	B	5	N	N	03								7,965	7,965	7,965	0	3/15/2011	C		6/15/2011
4500200781	GE ENERGY CONTROL SOLUTIONS INC 1800 NELSON RD LONGMONT, CO 80501-6324 US	ORIGINAL EQUIPMENT MANUFACTURER VALVE PARTS	E	B		F	N	04								45,963	45,963	45,963	0	3/15/2011	C		6/1/2011
4500200645	ALL MECHANICAL SERVICES INC PO BOX 110 PERTH AMBOY, NJ 08862-0110 US	PUMP FOR SANITARY SEWER	E	B	5	F	N	03	X							10,124	10,124	10,124	0	3/10/2011	C		6/3/2011
4500200644	SOUTHERN STATES LLC 30 GEORGIA AVE HAMPTON, GA 30228-2950 US	PARTS FOR VERNON SUB-STATION	E	B	5	F	N	03	X							7,217	7,217	7,217	0	3/10/2011	C		5/17/2011
4500200614	WORLD WIDE GAS TURBINE PRODUCTS INC 300 COMMERCE DR CLIFTON PARK, NY 12065-1317 US	HYDROGEN SEALS	E	B	5	N	Y	04								11,720	11,720	11,720	0	3/10/2011	C		5/3/2011

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4500200610	GENERAL ELECTRIC INTERNATIONAL INC 4200 WILDWOOD PKWY ATLANTA, GA 30339 US	VALVE, TRICENTRIC AUXILIARY STOP/SAFETY SHUTOFF	E	B	S	F	N	03	X			10,183	10,183	10,183	0	3/10/2011	C		8/18/2011
4500200515	VIBROSYSTEM INC 2727 E JACQUES - CARTIER BLVD MONTREAL, PQ J4N 1L7 CA	VIBROSYSTEM INSPECTION SERVICE	S	B	S	F	N	03				8,117	8,117	8,117	0	3/8/2011	C		9/29/2011
4500200340	GE PACKAGED POWER INC 16415 JACINTOPOORT BLVD BLDG "B" HOUSTON, TX 77015 US	FUEL HOSE	E	S	S	F	N	01	X			7,035	7,035	7,035	0	7/21/2011	C		7/25/2011
4500200335	E J ELECTRIC INSTALLATION CO 46-41 VERNON BLVD LONG ISLAND CITY, NY 11101 US	CABLE TRAY REPAIRS	S	B			N	N	03			48,398	0	0	48,398	3/2/2011	O	3/1/2012	
4500200225	GE INFRASTRUCTURE INC WATER & PROCESS TECHNOLOGIES 4636 SOMERTON RD TREVISOE, PA 19053 US	CORTROL IS 104	E	B	S	F	N	03	X			6,613	6,613	6,613	0	2/28/2011	C		4/5/2011
4500200213	GENERAL ELECTRIC INTERNATIONAL INC 6001 TONNELLE AVE NORTH BERGEN, NJ 07047 US	COMPRESSOR BLADES	E	B			F	N	02			362,022	342,022	342,022	20,000	2/28/2011	C		5/20/2011
4500200051	GENERAL ELECTRIC INTERNATIONAL INC 6001 TONNELLE AVE NORTH BERGEN, NJ 07047 US	STAGE 15 STATOR VANES	E	B	S	F	N	03				8,358	8,358	8,358	0	2/23/2011	C		4/25/2011

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4500199994	F & F INDUSTRIAL EQUIPMENT INC 195 TOWER DR MIDDLETOWN, NY 10941-2034 US	RECYCLE VALVE	E	B	5	N	Y	03	X					5,369	5,369	5,369	0	2/22/2011	C		4/20/2011
4500199899	F & F INDUSTRIAL EQUIPMENT INC 195 TOWER DR MIDDLETOWN, NY 10941-2034 US	HEATEC ELECTRIC HEATERS	E	B	5	N	Y	03						12,912	12,783	12,783	129	2/17/2011	C		4/15/2011
4500199695	3 GALS INDUSTRIAL LLC PO BOX 177 OYSTER BAY, NY 11771-0177 US	DOLLINGER FILTER ELEMENTS	E	M			N	Y	01	X				25,899	25,899	25,899	0	2/14/2011	C		3/31/2011
4500199602	ABB INC 940 MAIN CAMPUS DR RALEIGH, NC 27606-5211 US	CURRENT TRANSFORMERS	E	B			F	N	03					20,601	20,601	20,601	0	2/10/2011	C		5/10/2011
4500199528	NEM USA CORP 404 PARKER IVEY DR GREENVILLE, SC 29607-6513 US	HRS G INSPECTION FOR THE APRIL OUTAGE	S	B			F	N	04					25,500	15,500	15,500	10,000	2/9/2011	C		5/24/2011
4500199276	ON-SITE EQUIPMENT MAINTENANCE LLC 3910 PARK AVE - BLDG 1 EDISON, NJ 08820-3062 US	WATER INJECTION FLOW CONTROL VALVE REFURBISH	S	B	5	F	N	02						11,400	11,172	11,172	228	2/2/2011	C		4/11/2011
4500199249	GE INFRASTRUCTURE INC WATER & PROCESS TECHNOLOGIES 4636 SOMERTON RD TREVISOE, PA 19053 US	CORTROL IS 104	E	B	5	F	N	03	X					6,613	6,613	6,613	0	2/1/2011	C		3/8/2011

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4500199121	AVIATION POWER & MARINE INC 3030 SW 13 PL BOYNTON BEACH, FL 33426-9086 US	SCAVENGE OIL PUMP REFURBISH	S	B	5	F	N	03				11,750	11,750	11,750	0	1/28/2011	C		4/18/2011
4500198969	GEA FES INC FORMERLY FES SYSTEMS 3475 BOARD RD YORK, PA 17402 US	GASKETS AND FILTERS	E	B	5	F	N	03	X			11,839	11,839	11,839	0	1/24/2011	C		3/25/2011
4500198755	GENERAL ELECTRIC INTERNATIONAL INC 6001 TONNELLE AVE NORTH BERGEN, NJ 07047 US	STEAM TURBINE VALVES	E	B		F	N	02				1,460,436	1,460,436	1,460,436	0	1/18/2011	C		9/23/2011
4500198739	NYS INDUSTRIES FOR THE DISABLED INC 11 COLUMBIA CIR ALBANY, NY 12203-5156 US	CONTRACT LANDSCAPING/GROUNDKEEPER	S	B	4	N	N	01				42,816	21,408	21,408	21,408	1/18/2011	O	4/30/2012	
4500198663	LONGO ELECTRICAL MECHANICAL INC ONE HARRY SHUPE BLVD WHARTON, NJ 07885 US	CHILLER MOTOR	E	B		F	N	05				62,757	62,757	62,757	0	1/17/2011	C		7/1/2011
4500198641	GRAINGER INC DEPT 807245360 PALATINE, IL 60038-0001 US	ICE MELT -- OGS PRICING	E	B	5	F	N	01				9,368	9,368	9,368	0	1/17/2011	C		1/25/2011
4500198551	HUDSON TECHNOLOGIES CO 29 HOLT DR STONY POINT, NY 10980-1919 US	REFRIGERANT RECOVERY & EVACUATION SERVICES	S	B		N	N	01				312,500	255,991	255,991	56,509	1/17/2011	O	1/16/2012	

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4500198339	AQUATIPRO DIV OF SENTRY EQUIPMENT C 211 12TH ST SW LOVELAND, CO 80537-6311 US	LAB SUPPLIES	E	B	5	F	N	03	X						7,586	7,586	7,586	0	1/10/2011	C		4/4/2011
4500198280	WINTERS BROS RECYCLING CORP 1198 PROSPECT AVE WESTBURY, NY 11590-2723 US	TRASH REMOVAL FOR FLYNN AND BRENTWOOD	S	B	7	N	N	01							20,000	7,454	7,454	12,546	1/6/2011	O	1/5/2012	
4500198147	ABB INC 940 MAIN CAMPUS DR RALEIGH, NC 27606-5211 US	CURRENT TRANSFORMERS (STL LEM)	E	S	5	F	N	01							7,467	7,467	7,467	0	1/4/2011	C		5/25/2011
4500197854	NORTH ROAD SERVICE CENTER INC HEAT EXCHANGE DIV 320 NORTH RD ELIZABETHVILLE, PA 17023 US	CLEAN AND REGASKET EXTERNAL PLATE HEAT EXCHANGER	S	B	5	N	N	03							10,564	0	0	10,564	12/22/2010	C		12/20/2011
4500197806	GENCON CONSTRUCTION CO 393 SMITH RD SHIRLEY, NY 11967-2214 US	INSTALLATION OF A SNOW AND ICE RETENTION SYSTEM	S	S	5	N	Y	01							9,050	9,050	9,050	0	12/21/2010	C		3/1/2011
4500197801	APPLIED ANALYTICS INC ONE HIGHWAY 12, PLAZA ONE FLEMINGTON, NJ 08822 US	TRANSMITTERS	E	B	5	N	N	03	X						6,400	6,400	6,400	0	12/21/2010	C		2/10/2011
4500197778	AERODERIVATIVE GAS TURBINE SUPPORT INC 1141 S ROGERS CIR - STE 11 BOCA RATON, FL 33487-2789 US	LP SPEED SENSOR	E	B	5	N	N	03							13,800	13,662	13,662	138	12/21/2010	C		1/5/2011

CONTRACT NUMBER	PROVIDER NAME	CONTRACT DESCRIPTION	T E	Y A	M A	R A	O A	N A	P A	W A	B A	I A	F A	R A	TOTAL CONTRACT AMOUNT	TOTAL EXPENDED TO DATE	AMOUNT EXPENDED 2011	CONTRACT BALANCE	DATE OF CONTRACT	O C	PROJ COMPLETE DATE	DATE CONTRACT COMPLETE
4500197636	HEATEC INC PO BOX 72760 CHATTANOOGA, TN 37407 US	JORDAN HEATEC CONTROL VALVE	E	B	S	F	N	03	X						5,913	5,913	5,913	0	12/16/2010	C		4/6/2011
4500197630	GE INFRASTRUCTURE INC WATER & PROCESS TECHNOLOGIES 4636 SOMERTON RD TREVOSE, PA 19053 US	CORTROL IS 104	E	S	S	F	N	01	X						6,340	6,340	6,340	0	12/16/2010	C		1/6/2011
4500197617	MID-ISLAND ELECTRICAL SALES CORP DBA MID-ISLAND ELECTRICAL SUPPLY 59 MALL DR - PO BOX 9027 COMMACK, NY 11725-9027 US	GE CR2810A14AT2 RELAY	E	B	S	N	Y	03							12,250	12,250	12,250	0	12/17/2010	C		2/14/2011
4500197449	GENERAL ELECTRIC INTERNATIONAL INC 6001 TONNELLE AVE NORTH BERGEN, NJ 07047 US	TURBINE ROTOR LIFTING BEAM	E	B		F	N	01							76,619	76,619	76,619	0	12/13/2010	C		3/8/2011
4500197446	NATIONAL GRID CORPORATE SERVICES NATIONAL GRID ENVIRONMNTAL ANALYSIS 175 E OLD COUNTRY RD HICKSVILLE, NY 11801-4257 US	NATURAL GAS SAMPLING	S	B		N	N	03							25,200	23,100	23,100	2,100	1/1/2011	C		12/31/2011
4500197391	ROSEMOUNT ANALYTICAL INC GAS DIVISION 6565P DAVIS IND PKWY SOLON, OH 44139 US	PROBE ASSEMBLY	E	B	S	F	N	03	X						10,910	10,910	10,910	0	12/13/2010	C		2/23/2011
4500197245	EXTERRAN INC 4477 GLEASON RD LAKEWOOD, NY 14750 US	CON ROD PIN	E	S	S	N	N	01	X						7,424	7,424	7,424	0	12/8/2010	C		4/6/2011

CONTRACT NUMBER	PROVIDER NAME	CONTRACT DESCRIPTION	T P E	Y O A	M R A	R P A	O N A	F O E	M B S	B I S	F I S	T R S	TOTAL CONTRACT AMOUNT	TOTAL EXPENDED TO DATE	AMOUNT EXPENDED 2011	CONTRACT BALANCE	DATE OF CONTRACT	O C	PROJ COMPLETE DATE	DATE CONTRACT COMPLETE
4500197188	WALSH MESSENGER SERVICE 4 THIRD ST GARDEN CITY PARK, NY 11040 US	MESSENGER SERVICE	S	B	5	N	N	03					10,000	5,672	5,672	4,328	1/3/2011	C		12/31/2011
4500197135	TRC ENVIRONMENTAL CORP 5 WATERSIDE CROSSING WINDSOR, CT 06095 US	NH3 TESTING FOR IN CITY SITES	S	S	1	F	N	01					28,200	28,200	28,200	0	12/7/2010	C		3/14/2011
4500197116	INDUSTRIAL PUMP & BALANCE INC 48-55 36TH ST LONG ISLAND CITY, NY 11101- 1917 US	PUMP REPIR (OFF SITE)	S	S	5	N	N	01					14,985	14,985	14,985	0	3/21/2011	C		4/14/2011
4500196720	EXTERRAN INC 4477 GLEASON RD LAKEWOOD, NY 14750 US	GAS COMPRESSOR REPLACEMENT PARTS	E	S	5	F	N	01	X				14,818	14,818	14,818	0	11/23/2010	C		1/26/2011
4500196705	ELECTRO INDUSTRIES 1800 SHAMES DR WESTBURY, NY 11590 US	METER NEXUS	E	S	5	N	N	01	X				14,287	14,287	14,287	0	11/24/2010	C		2/4/2011
4500196606	DRESSER-RAND CO 1200 W SAM HOUSTON PKWY N HOUSTON, TX 77043-4009 US	EMERGENT GAS COMPRESSOR REPAIRS GOWANUS 5	S	S	1	F	N	01					28,091	27,597	27,597	494	11/19/2010	C		2/10/2011
4500196605	EXTERRAN INC 4477 GLEASON RD LAKEWOOD, NY 14750 US	EMERGENCY GAS COMPRESSOR REPAIRS	S	S	1	F	N	01					26,252	26,142	26,142	110	11/19/2010	C		9/12/2011

CONTRACT NUMBER	PROVIDER NAME	CONTRACT DESCRIPTION	T P E	Y O A	M R A	R P A	O N A	W P A	B D E	I S T	TOTAL CONTRACT AMOUNT	TOTAL EXPENDED TO DATE	AMOUNT EXPENDED 2011	CONTRACT BALANCE	DATE OF CONTRACT	O C	PROJ COMPLETE DATE	DATE CONTRACT COMPLETE
4500196526	ALPHA INDUSTRIAL POWER INC 3767 ALPHA WAY BELLINGHAM, WA 98226-8302 US	EMERGENT BATTERY TESTING AND REPLACEMENT FOR NERC COMPLIANCE	S	S	1	F	N	01			50,951	50,951	50,951	0	11/18/2010	C		4/20/2011
4500196502	EXTERRAN INC 4477 GLEASON RD LAKEWOOD, NY 14750 US	GAS COMPRESSOR PARTS	E	S	5	N	N	01	X		12,798	12,798	12,798	0	11/18/2010	C		2/15/2011
4500195925	GENERATOR & MOTOR SERVICES LLC 601 BRADDOCK AVE TURTLE CREEK, PA 15145-2069 US	BRUSH GENERATOR WITHDRAWAL KIT	E	B		F	N	02			99,550	99,550	99,550	0	11/4/2010	C		5/4/2011
4500195836	PINNACLE PARTS & SERVICE CORP 18 HICKORY LANE BAYVILLE, NJ 08721 US	BOARD, PRINTED CIRCUIT, MARK VI	E	B	5	F	N	03			14,446	14,446	14,446	0	11/2/2010	C		1/1/2011
4500195824	EXTERRAN INC 4477 GLEASON RD LAKEWOOD, NY 14750 US	GAS COMPRESSOR CRANK SHAFT REPAIR	S	S	5	F	N	01			10,597	10,543	10,543	54	11/2/2010	C		11/21/2011
4500195784	GENERAL ELECTRIC INTERNATIONAL INC 6001 TONNELLE AVE NORTH BERGEN, NJ 07047 US	GE GENERATOR ROTOR INSTALLATION DEVICE	E	B		F	N	02			35,417	35,417	35,417	0	11/1/2010	C		6/9/2011
4500195420	CEMTEK SYSTEMS INC 2013 SOUTH WOOD AVE LINDEN, NJ 07036 US	NOX ANALYZER PARTS	E	B		F	N	02			9,842	9,842	9,842	0	10/25/2010	C		2/23/2011

CONTRACT NUMBER	PROVIDER NAME	CONTRACT DESCRIPTION	T E	Y A	M A	R A	R A	O A	P A	M E	B S	I T	F R	TOTAL CONTRACT AMOUNT	TOTAL EXPENDED TO DATE	AMOUNT EXPENDED 2011	CONTRACT BALANCE	DATE OF CONTRACT	O C	PROJ COMPLETE DATE	DATE CONTRACT COMPLETE
4500195337	FLOWSERVE PUMP CORP FORMERLY INGERSOLL- DRESSER PUMP CO P O BOX 3565 SCRANTON, PA 18505-3565 US	PUMP IMPELLER	E	B					F	N	01	X		24,754	24,754	24,754	0	10/21/2010	C		2/3/2011
4500195328	HOERBIGER SERVICE INC 12 MCCULLOUGH BLDG. #4 NEW CASTLE, DE 19720 US	GAS COMPRESSOR REPAIRS	S	S	5				F	N	01			11,200	4,566	0	6,634	10/21/2010	C		12/2/2011
4500195236	GENERAL ELECTRIC INTERNATIONAL INC 6001 TONNELLE AVE NORTH BERGEN, NJ 07047 US	MARK VI TRAINING	S	B					F	N	03			45,000	45,000	45,000	0	10/20/2010	C		2/17/2011
4500195204	EXTERRAN CO 4477 GLEASON RD LAKEWOOD, NY 14750-9749 US	GAS COMPRESSOR PARTS	E	B					F	N	03	X		24,093	24,093	24,093	0	10/20/2010	C		5/2/2011
4500195198	ATLAS CONCRETE BATCHING CORP 9511 147TH PL JAMAICA, NY 11435-4507 US	SNOW REMOVAL CONTRACT	S	B					N	Y	03			46,000	29,984	29,984	16,016	12/20/2010	C		12/19/2011
4500195109	ANA LABORATORIES INC 130 HARDING AVE - STE B BELLMAWR, NJ 08031-2486 US	MONTHLY OIL SAMPLING FOR SENY	S	B					F	N	04			54,000	2,390	2,390	51,610	10/18/2010	C		10/18/2011
4500194848	FILCO CARTING CORP 111 GARDNER AVE BROOKLYN, NY 11237-1307 US	RUBBISH REMOVAL	S	B	7				N	N	01			65,000	26,393	26,183	38,607	10/8/2010	C		10/16/2011

CONTRACT NUMBER	PROVIDER NAME	CONTRACT DESCRIPTION	T E	Y A	M A	R A	R A	O E	P A	N A	F E	M E	B S	I T	TOTAL CONTRACT AMOUNT	TOTAL EXPENDED TO DATE	AMOUNT EXPENDED 2011	CONTRACT BALANCE	DATE OF CONTRACT	O C	PROJ COMPLETE DATE	DATE CONTRACT COMPLETE
4500194836	NATIONAL BREAKER SERVICES LLC 298 HAWKINS ST DERBY, CT 06418-1518 US	480V SWITCHGEAR BUS-TIE BREAKERS	E	B						F	N	03			212,021	130,041	130,041	81,980	10/8/2010	C		10/17/2011
4500194144	AMETEK POWER INSTRUMENTS 255 N UNION ST ROCHESTER, NY 14605-2644 US	AMETEK DIGITAL FAULT RECORDER MAINTENANCE AND TRAINING	S	S						F	N	01			9,000	3,407	3,407	5,593	9/21/2010	C		5/18/2011
4500193837	KINEQUIP INC 7340 THOMPSON RD N N SYRACUSE, NY 13212 US	CIRCLE SEAL VALVE RE-BUILD PARTS	E	S						N	N	01	X		11,598	11,598	4,383	0	9/15/2010	C		2/3/2011
4500193587	GENERAL ELECTRIC INTERNATIONAL INC 4200 WILDWOOD PKWY ATLANTA, GA 30339 US	GENERATOR INSPECTION - MINOR	S	S						F	N	01			119,823	100,857	100,857	18,966	9/8/2010	C		1/20/2011
4500193345	EXTERRAN INC 4477 GLEASON RD LAKEWOOD, NY 14750 US	GAS COMPRESSOR REPAIRS AND MAINTENANCE -- SCPP	S	S						N	N	01			32,456	19,084	19,084	13,372	9/1/2010	C		1/10/2011
4500193298	TRANSFORMER MAINTENANCE & SERVICE INC PO BOX 189 - 1392 MASSEY RD NEWTON GROVE, NC 28366-0189 US	ELECTRICAL TESTING AND REPAIR OF THE 7S EXCITATION TRANSFORMER	S	C						F	N	04			7,881	7,881	7,881	0	11/4/2010	C		2/1/2011
4500193218	GE PACKAGED POWER INC 16415 JACINTOPORT BLVD BLDG "B" HOUSTON, TX 77015 US	EXPANSION JOINT OEM	E	S						F	N	01	X		5,712	5,712	5,712	0	8/30/2010	C		2/1/2011

CONTRACT NUMBER	PROVIDER NAME	CONTRACT DESCRIPTION	T P E	Y O A	M R A	R P A	O N A	F O R E	M B D S	B I R S	TOTAL CONTRACT AMOUNT	TOTAL EXPENDED TO DATE	AMOUNT EXPENDED 2011	CONTRACT BALANCE	DATE OF CONTRACT	O C	PROJ COMPLETE DATE	DATE CONTRACT COMPLETE
4500193164	KINEQUIP INC 7340 THOMPSON RD N N SYRACUSE, NY 13212 US	CIRCLE SEAL VALVE REBUILD KITS AND COILS	E	S	S	S	N	N	01	X	7,045	7,045	2,344	0	8/30/2010	C		2/3/2011
4500192202	AIRGAS SPECIALTY PRODUCTS INC 2530 SEVER RD - STE 300 LAWRENCEVILLE, GA 30043-4022 US	TRANSFER/PUMP OUT OF LIQUID AMMONIA TO SUPPORT THE 5 YEAR TANK AND VESSEL INSPECTION	S	S	S	S	F	N	01		6,000	0	0	6,000	8/3/2010	C		9/15/2011
4500191731	CONVERTEAM INC 610 EPSILON DR PITTSBURGH, PA 15238 US	PREVENTIVE MAINTENANCE & SERVICE ON CONVERTEAM SEE/SFC VERSION D2 SYSTEM	S	S			F	N	01		100,000	25,224	25,224	74,776	7/22/2010	C		7/29/2011
4500191502	SIEMENS ENERGY INC 85 JOHN RD - UNIT 1 CANTON, MA 02021-2826 US	TURBINE ASSEMBLY PARTS	E	S	S		F	N	01		8,477	7,770	4,938	707	7/15/2010	C		3/5/2011
4500191180	GEA FES INC FORMERLY FES SYSTEMS 3475 BOARD RD YORK, PA 17402 US	CHILLER MAINTENANCE/TRAINING CONTRACT	S	S			F	N	01		21,273	17,643	13,336	3,630	7/7/2010	C		7/6/2011
4500190628	LONGO ELECTRICAL MECHANICAL INC ONE HARRY SHUPE BLVD WHARTON, NJ 07885 US	GENERATOR VENT FAN	E	B			N	N	01		53,715	0	0	53,715	6/22/2010	C		6/7/2011
4500189683	CORMETECH INC 5000 INTERNATIONAL DR DURHAM, NC 27712 US	NOX PERFORMANCE EVALUATION ON CATALYSTS FOR SCPP'S	S	S			F	N	01		27,500	25,600	0	1,900	5/27/2010	C		1/1/2011

CONTRACT NUMBER	PROVIDER NAME	CONTRACT DESCRIPTION	T Y P E	M O D E	R O U T E	P O S T	O W N E R	M A I N T	B I D D E N	T O T A L C O N T R A C T A M O U N T	T O T A L E X P E N D E D T O D A T E	A M O U N T E X P E N D E D 2 0 1 1	C O N T R A C T B A L A N C E	D A T E O F C O N T R A C T	O R C O N D I T I O N A L	P R O J E C T C O M P L E T E D A T E	D A T E C O N T R A C T C O M P L E T E
4500189472	BRG MACHINERY CONSULTING LLC 703 HIGHLAND AVE CHARLOTTESVILLE, VA 22903-4014 US	CONSULTING SERVICES FOR 500 MW	S	S			F	N	01	100,000	6,080	0	93,920	5/24/2010	C		5/18/2011
4500188869	GENERATION TECHNOLOGY CONSULTANTS INC 2135 COOK RD CHARLTON, NY 12019 US	CONSULTANT SERVICES FOR SHORTED TURN ISSUES FORCED OUTAGE	S	S			N	N	01	50,000	44,411	993	5,589	5/7/2010	C		1/1/2011
4500188643	BWD TURBINES LTD 601 TRADEWIND DR - UNIT 1 ANCASTER, ON L9G 4V5 CA	CONSULTING SERVICES CTG HOT GAS PATH PARTS	S	S			F	N	01	35,000	7,451	7,451	27,549	5/3/2010	C		5/2/2011
4500188309	HOERBIGER SERVICE INC 12 MCCULLOUGH BLDG. #4 NEW CASTLE, DE 19720 US	OFF SITE REPAIR FOR GAS COMPRESSOR CYLINDER HEAD	S	S	5		F	N	01	12,500	7,919	6,377	4,581	4/23/2010	C		2/22/2011
4500188197	THYSSENKRUPP ELEVATOR CORP 59 OTIS ST WEST BABYLON, NY 11704-1415 US	ELEVATOR MAINTENANCE CONTRACT	S	B	7		N	N	03	100,000	0	0	100,000	4/21/2010	C		8/1/2011
4500187886	GENERAL ELECTRIC INTERNATIONAL INC 6001 TONNELLE AVE NORTH BERGEN, NJ 07047 US	INSTALLATION OF NEW GE WAVEPRO MICRO VERSA TRIP PLUS UNITS & RATING PLUGS	S	S			F	N	01	47,450	42,370	42,370	5,080	4/13/2010	C		2/17/2011
4500187478	NYS INDUSTRIES FOR THE DISABLED INC 11 COLUMBIA CIR ALBANY, NY 12203-5156 US	CONTRACT LANDSCAPING/GROUNDKEEPER	S	B	4		N	N	01	45,000	28,774	18,311	16,226	4/5/2010	C		6/11/2011

CONTRACT NUMBER	PROVIDER NAME	CONTRACT DESCRIPTION	T P E	Y E A	M O N	R A	O P A	W E	B I S	F R E	TOTAL CONTRACT AMOUNT	TOTAL EXPENDED TO DATE	AMOUNT EXPENDED 2011	CONTRACT BALANCE	DATE OF CONTRACT	O C	PROJ COMPLETE DATE	DATE CONTRACT COMPLETE
4500187464	GE ENERGY MANAGEMENT SERVICES INC 2849 STERLING DR HATFIELD, PA 19440-1956 US	ELECTRONIC DATE REPORTING AND TECHNICAL SOFTWARE SUPPORT EMISSIONS	S	S	5	F	N	01			13,515	13,515	2,550	0	4/5/2010	C		3/17/2011
4500186938	NYS INDUSTRIES FOR THE DISABLED INC 11 COLUMBIA CIR ALBANY, NY 12203-5156 US	CONTRACT LANDSCAPING/GROUNDKEEPER	S	B	4	N	N	01			43,606	30,201	5,033	13,405	5/1/2010	C		4/30/2011
4500184894	NUOVO PARTS INC 1465 SLATER RD FERNDAL, WA 98248-8919 US	NUOVO PIGNONE CENTRIFUGAL GAS COMPRESSOR CRITICAL SPARE	E	S		F	N	01			1,377,500	1,377,500	1,240,550	0	2/2/2010	O	2/1/2012	
4500184150	NUOVO PARTS INC 1465 SLATER RD FERNDAL, WA 98248-8919 US	HIGH SPEED PINION FOR GAS COMPRESSOR	E	S		N	N	01	X		83,275	83,275	83,275	0	1/18/2010	C		11/7/2011
4500184146	ENVIRONMENTAL LABORATORIES INC 57 VERDI STREET FARMINGDALE, NY 11735-5637 US	NATURAL GAS HEATER STACK TEST -- NYSDEC TITLE V OPERATING COMPLIANCE TEST REQUIREMENTS	S	S	5	N	N	01			13,382	0	0	13,382	1/18/2010	C		1/16/2011
4500183575	HEATEC INC PO BOX 72760 CHATTANOOGA, TN 37407 US	OEM TO PERFORM SET UP OF HEATEC OF BOILERS FOR STACK TESTING	S	S		N	N	01			25,000	16,966	0	8,034	1/5/2010	C		1/4/2011

SENY SITE TOTALS

19,888,140    9,303,836    8,353,957    10,584,304

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FACILITIES: SENY PROJECTS

TOTAL NUMBER OF CONTRACTS	286	
TOTAL CONTRACT VALUE		\$19,888,140
TOTAL EXPENDED TO DATE		\$9,303,836
TOTAL EXPENDED IN REPORT YEAR		\$8,353,957
<u>STATUS SUMMARY</u>		
TOTAL NUMBER OPEN CONTRACTS	96	
TOTAL NUMBER CLOSED CONTRACTS	190	
<u>METHOD OF AWARD SUMMARY</u>		
TOTAL NUMBER COMP BID	219	
TOTAL NUMBER SOLE SOURCE/SINGLE SOURCE	51	
TOTAL NUMBER COMP SEARCH	1	
TOTAL NUMBER MWBE/SBE	15	
<u>COMMITMENT TYPE SUMMARY</u>		
TOTAL NUMBER ARCHITECTURAL & ENGINEERING SERVICES	0	
TOTAL NUMBER CONSTRUCTION	0	
TOTAL NUMBER EQUIP/GOODS/COMMODITY	187	
TOTAL NUMBER LEGAL SERVICES	0	
TOTAL NUMBER PERSONAL SERVICES	1	
TOTAL NUMBER OTHER NON PERSONAL SERVICES	98	

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CONTRACT NUMBER	PROVIDER NAME	CONTRACT DESCRIPTION	T P E	M O A	R O A	O P A	W B A	B I E	F R S	TOTAL CONTRACT AMOUNT	TOTAL EXPENDED TO DATE	AMOUNT EXPENDED 2011	CONTRACT BALANCE	DATE OF CONTRACT	O C	PROJ COMPLETE DATE	DATE CONTRACT COMPLETE
4500186732	DLT SOLUTIONS LLC 13861 SUNRISE VALLEY DR - STE 400 HERNDON, VA 20171-6126 US	AUTOCAD 2010/RASTER	S	B	7	N	N	01		5,900	5,900	0	0	4/1/2010	C		3/30/2011
4500189822	LEHIGH OUTFITTERS LLC 39 E CANAL ST NELSONVILLE, OH 45764-1247 US	ANNUAL SAFETY SHOE MOBILE	E	B	5	F	N	04		5,000	3,597	112	1,403	6/2/2010	C		6/1/2011
4500189824	DIVAL SAFETY EQUIPMENT INC 1721 NIAGARA ST BUFFALO, NY 14207-3108 US	SAFETY SHOE MOBILE	E	B	5	F	N	04		7,000	5,648	0	1,352	6/2/2010	C		6/1/2011
4500189826	SAFETY SOLUTIONS INC 222 TEALL AVE SYRACUSE, NY 13210-1219 US	SAFETY SHOE MOBILE	E	B	5	F	N	04		12,000	8,077	2,391	3,923	6/2/2010	C		6/1/2011
4500189827	LIVERPOOL SHOES INC 306 TULIP ST LIVERPOOL, NY 13088-6649 US	SAFETY SHOE MOBILE	E	B	5	F	N	04		14,000	13,402	222	598	6/2/2010	C		6/1/2011
4500190261	LIFE SCIENCE LABORATORIES INC 5854 BUTTERNUT DR EAST SYRACUSE, NY 13057 US	SPES SAMPLING	S	B		N	N	04		23,000	22,561	6,966	439	6/7/2010	C		6/13/2011
4500194122	S & L ELECTRIC INC 5313 STATE HIGHWAY 56 COLTON, NY 13625 US	ELECTRICAL SYSTEM UPGRADE 480VAC LSD	C	B		N	N	03		913,151	913,151	913,151	0	10/21/2010	C		7/30/2011

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CONTRACT NUMBER	PROVIDER NAME	CONTRACT DESCRIPTION	T P E	Y O A	M O A	R P A	O B E	W D S	I R T	B R T	TOTAL CONTRACT AMOUNT	TOTAL EXPENDED TO DATE	AMOUNT EXPENDED 2011	CONTRACT BALANCE	DATE OF CONTRACT	O C	PROJ COMPLETE DATE	DATE CONTRACT COMPLETE
4500194553	AMERICAN VALVE CORP 8717 B HWY 421 NORTH GREENSBORO, NC 27425 US	CAST IRON VALVE	E	S	5	F	N	01			7,825	7,669	7,669	156	10/4/2010	C		2/18/2011
4500194804	AMERICAN ROCK SALT CO LLC P O BOX 190 MOUNT MORRIS, NY 14510 US	SALT, ROAD BULK	E	B	7	N	N	01			43,400	43,137	24,657	263	10/8/2010	C		3/1/2011
4500195735	VOITH HYDRO INC 760 E BERLIN RD YORK, PA 17408-8701 US	SPARE PARTS FOR VOITH UNIT	E	S	5	F	N	01			9,298	9,298	9,298	0	11/1/2010	C		2/23/2011
4500195941	THYSSEN ELEVATOR CO 6067 CORPORATE DR EAST SYRACUSE, NY 13057- 1082 US	ELEVATOR/ESCALATOR SAFETY TESTING	S	B	5	N	N	01			10,910	10,910	10,910	0	11/4/2010	C		1/20/2011
4500196572	TMT CONTRACTORS INC 1484 US HWY 11 GOUVERNEUR, NY 13642 US	SNOW REMOVAL COOPER HILL MICROWAVE SITE	S	B	5	N	N	01			14,260	14,260	13,950	0	11/19/2010	C		5/1/2011
4500196597	DOWD BATTERY CO INC 1571 BRONSON RD GRAND ISLAND, NY 14072- 2910 US	STATION BATTERIES	E	B		N	N	03			31,241	31,241	31,241	0	11/19/2010	C		4/22/2011
4500197029	SIEMENS ENERGY INC C/O HASTINGS ASSOC 36 GLASS LAKE RD AVERILL PARK, NY 12018-9503 US	VOLTAGE REGULATOR	E	B	5	N	N	01			9,465	9,465	9,465	0	12/3/2010	C		3/11/2011

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4500197658	TRACEY ROAD EQUIPMENT INC PO BOX 489 - MANLIUS CENTER RD EAST SYRACUSE, NY 13057- 5233 US	RENTAL EXCAVATOR W/SHEAR	E	B	5	N	N	01						13,500	10,070	10,070	3,430	12/20/2010	C		1/5/2011
4500197717	WESCO DISTRIBUTION INC 465 NEWELL ST - PO BOX 207 WATERTOWN, NY 13601-2427 US	MISCELLANEOUS ELECTRICAL SUPPLIES	E	B	5	N	N	02	X					8,377	8,377	8,377	0	12/20/2010	C		1/6/2011
4500197954	OTIS ELEVATOR CO 5 TECHNOLOGY PL EAST SYRACUSE, NY 13057- 9738 US	ELEVATOR MAINTENANCE & PARTS	E	B	7	N	N	01						5,170	5,170	5,170	0	12/28/2010	C		3/1/2011
4500198348	CED BALDWIN HALL CO PO BOX 2552 HARRISBURG, PA 17105 US	CABLE HARDWARE	E	B	5	N	N	03						9,234	9,142	9,142	92	1/10/2011	C		3/16/2011
4500198798	TRAVIS PATTERN & FOUNDRY INC C/O ELECTRICOMM INC 4327 KENCREST DR SYRACUSE, NY 13215 US	LINE HARDWARE FOR SWYD CIRCUIT BREAKERS	E	B	5	N	N	02						9,550	9,550	9,550	0	1/19/2011	C		2/28/2011
4500199155	GE ANALYTICAL INSTRUMENTS INC 6060 SPINE RD - STE 101 BOULDER, CO 80301-3688 US	OIL DETECTOR	E	B	5	F	N	03	X					10,819	10,819	10,819	0	1/28/2011	C		2/14/2011
4500199266	ADIRONDACK ENERGY PRODUCTS INC ADIRONDACK PROPANE 17 JUNCTION RD MALONE, NY 12953-4217 US	DIESEL B5	E	B	7	N	N	01						14,040	14,033	14,033	7	2/2/2011	C		2/2/2011

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4500199283	WESCO DISTRIBUTION INC 465 NEWELL ST - PO BOX 207 WATERTOWN, NY 13601-2427 US	CABLE	E	B	5	N	N	02	X		5,258	5,258	5,258	0	2/2/2011	C		2/7/2011
4500199578	LEPPERT-NUTMEG INC 113 W DUDLEY TOWN RD BLOOMFIELD, CT 06002-1379 US	REBABBITTING TWO SETS HYDROELECTRIC TURBINE THRUST BEARING SHOES	S	B		F	N	01			79,790	79,790	79,790	0	2/9/2011	C		7/11/2011
4500199616	GENERAL ELECTRIC CO 175 MILENS RD TONAWANDA, NY 14150-6794 US	GENERATOR CO2 CLEANING	S	B		N	N	01			57,611	57,611	57,611	0	2/10/2011	C		10/21/2011
4500199747	MORRISONVILLE SEPTIC LLC 123 RABIDEAU ST CADYVILLE, NY 12918-2709 US	SEPTIC SERVICE	S	B	5	N	N	02			12,000	6,920	6,920	5,080	2/15/2011	O	2/14/2012	
4500199795	SEA BOX INC 802 INDUSTRIAL HWY CINNAMINSON, NJ 08077-1840 US	STORAGE CONTAINER	E	B	6	F	N	02			6,910	6,910	6,910	0	2/15/2011	C		3/4/2011
4500199878	GRAYBAR ELECTRIC CO INC 6605 DEERE RD SYRACUSE, NY 13206-1325 US	HOFFMAN ENCLOSURES	E	B	5	N	N	03			5,065	5,065	5,065	0	2/17/2011	C		2/28/2011
4500199959	GE ENERGY SERVICES INC 4601 PARK RD - STE 600 CHARLOTTE, NC 28209-3799 US	GE MULTILIN RELAY	E	B		N	N	06	X		27,056	27,056	27,056	0	2/18/2011	C		3/23/2011

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4500199982	GRIFFITH ENERGY 760 BROOKS AVE ROCHESTER, NY 14619-2259 US	GASOLINE/FUEL OIL	E	B	7	N	N	01							5,259	5,251	5,251	8	2/22/2011	C		2/22/2011
4500200120	CED BALDWIN HALL CO PO BOX 2552 HARRISBURG, PA 17105 US	SAFETY SWITCH, HEAVY DUTY	E	B	5	N	N	02							5,052	5,001	5,001	51	2/25/2011	C		3/2/2011
4500200404	BENFIELD CONTROL AND POWER 55 LAFAYETTE AVE WHITE PLAINS, NY 10603 US	INVERTERS UPS (2EA)	E	B		N	N	05							81,111	16,049	16,049	65,062	3/4/2011	C		5/17/2011
4500200597	GENERGY 2 EXECUTIVE PARK DR ALBANY, NY 12203 US	115KV INSULATORS	E	B	5	N	N	03	X						6,756	6,756	6,756	0	3/10/2011	C		6/15/2011
4500200655	GRIFFITH ENERGY 760 BROOKS AVE ROCHESTER, NY 14619-2259 US	GASOLINE UNLEADED	E	B	7	N	N	01							13,513	13,513	13,513	0	3/11/2011	C		3/11/2011
4500200841	AMERICAN GOVERNOR CO 76 STEAMWHISTLE DR WARMINSTER, PA 18974 US	GOVERNOR SPARE PARTS	E	B		F	N	01							69,519	12,883	12,883	56,636	3/16/2011	O	3/1/2012	
4500200904	ADIRONDACK ENERGY PRODUCTS INC ADIRONDACK PROPANE 17 JUNCTION RD MALONE, NY 12953-4217 US	DIESEL BIO 5	E	B	7	N	N	01							17,820	17,788	17,788	32	3/17/2011	C		3/22/2011

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4500201362	SEA BOX INC 802 INDUSTRIAL HWY CINNAMINSON, NJ 08077-1840 US	CONTAINER, STORAGE 40'(2EA)	E	B	5	F	N	01			11,520	11,520	11,520	0	3/30/2011	C		4/27/2011
4500201466	MAGNETROL INTERNATIONAL INC C/O ACI CONTROLS INC 5604 BUSINESS AVE CICERO, NY 13039 US	LEVEL TRANSMITTER	E	B	5	N	N	03	X		5,249	5,249	5,249	0	4/2/2011	C		5/2/2011
4500201632	ALLIED ELECTRONICS INC 101 OLD COVE RD - STE 108 LIVERPOOL, NY 13090-3785 US	TEST EQUIPMENT	E	B	5	N	N	03			13,858	13,858	13,858	0	4/6/2011	C		5/2/2011
4500201635	MANTA TEST SYSTEMS 4060 B SLADEVIEW CRESCENT - UNIT 1 MISSISSAUGA, ON L5L 5Y5 CA	TESTING EQUIPMENT (POWER METER)	E	B	5	F	N	01	X		9,920	9,920	9,920	0	4/6/2011	C		6/2/2011
4500201986	ADIRONDACK ENERGY PRODUCTS INC ADIRONDACK PROPANE 17 JUNCTION RD MALONE, NY 12953-4217 US	BIO-DIESEL	E	B	7	N	N	01			16,280	16,243	16,243	37	4/14/2011	C		4/14/2011
4500202204	WESCO DISTRIBUTION INC 465 NEWELL ST - PO BOX 207 WATERTOWN, NY 13601-2427 US	CHROMALOX HEATERS, SIEMENS PANEL & COPPER CABLE	E	B	5	N	N	02			13,665	13,665	13,665	0	4/20/2011	C		6/3/2011
4500202238	RSCC WIRE & CABLE INC 20 BRADLEY PARK RD EAST GRANBY, CT 06026-9789 US	CABLE	E	B	5	F	N	03	X		12,546	12,546	12,546	0	4/20/2011	C		9/13/2011

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4500202607	LIVERPOOL SHOES INC 306 TULIP ST LIVERPOOL, NY 13088-6649 US	SAFETY SHOES	E	B	5	N	N	04			14,000	11,282	11,282	2,718	5/3/2011	O	6/26/2012	
4500202611	LEHIGH OUTFITTERS LLC 39 E CANAL ST NELSONVILLE, OH 45764-1247 US	SAFETY SHOES	E	B	5	F	N	04			5,000	3,394	3,394	1,606	5/3/2011	O	6/26/2012	
4500202612	DIVAL SAFETY EQUIPMENT INC 1721 NIAGARA ST BUFFALO, NY 14207-3108 US	SAFETY SHOES	E	B	5	N	N	04			7,000	4,530	4,530	2,470	5/3/2011	O	6/26/2012	
4500202614	SAFETY SOLUTIONS INC 222 TEALL AVE SYRACUSE, NY 13210-1219 US	SAFETY SHOES	E	B	5	N	N	04			12,000	6,562	6,562	5,438	5/3/2011	O	6/26/2012	
4500202668	DEBRINO CAULKING ASSOCIATES INC 1304 ROUTE 9 CASTLETON, NY 12033 US	CONCRETE REPAIR ICE SLUICE #5	C	B		N	N	03			44,519	38,151	38,151	6,368	5/4/2011	C		6/13/2011
4500202719	FULMER CO 3004 VENTURE COURT EXPORT, PA 15632 US	GE BRUSHHOLDERS	E	B	5	F	N	02			8,234	8,234	8,234	0	5/5/2011	C		7/11/2011
4500202857	MULLEN INDUSTRIAL HANDLING CO 6245 FLY RD - PO BOX 246 SYRACUSE, NY 13057-4616 US	SUSPENDED PERSONNEL PLATFORM	E	B	5	F	N	03	X		8,534	8,534	8,534	0	5/10/2011	C		8/23/2011

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4500202862	JFW EQUIPMENT INC 3517 WAYNE WHITE RD CLIMAX, NC 27233-8275 US	PAVEMENT CRACK ROUTER	E	B	5	F	N	02			16,700	8,300	8,300	8,400	5/10/2011	C		7/6/2011
4500203010	EMPIRE TECH SOLUTIONS INC 1151 PITTSFORD VICTOR RD STE 100 PITTSFORD, NY 14534 US	DELMONOX ELEMENT, CARTRIDGE, FILTERS	E	B	5	N	N	01	X		6,927	6,927	6,927	0	5/13/2011	C		6/20/2011
4500203103	AQUATIC SCIENCES L.P. 40 CENTRE DR ORCHARD PARK, NY 14127 US	ZEBRA MUSSEL MONITORING	S	B	5	N	N	01			8,498	8,498	8,498	0	5/17/2011	C		11/30/2011
4500203190	ORIENTA DATA PRODUCTS 180 E PROSPECT AVE MAMARONECK, NY 10543 US	RAD ELECTRONICS SPARE PARTS	E	B		N	N	05			28,632	28,632	28,632	0	5/19/2011	C		6/3/2011
4500203302	ARBORCHEM PRODUCTS INC 943 NIXON DR MECHANICSBURG, PA 17055 US	ACCORD HERBICIDE	E	B	5	F	N	02			5,400	5,400	5,400	0	5/23/2011	C		5/26/2011
4500203425	ALSTOM POWER INC 7901 SOUTHPARK PLZ - STE 110 LITTLETON, CO 80120-4505 US	SHEAR PINS	E	B	5	F	N	01			14,900	14,900	14,900	0	5/26/2011	C		7/20/2011
4500203600	WATSON FARMS LLC PO BOX 345 LAFAYETTE, NY 13084-0345 US	TREES & SHRUBS (SEVERAL FOR SHORELINE WORK)	E	M	5	N	N	02			5,912	5,912	5,912	0	6/1/2011	C		7/22/2011

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4500203689	FASTENAL COMPANY 4 HIGHLAND RD - STE A MASSENA, NY 13662-4229 US	SS NUTS, WASHERS & SCREWS	E	B	7	N	N	01			7,274	7,274	7,274	0	6/3/2011	C		6/8/2011
4500204150	GRIFFITH ENERGY 760 BROOKS AVE ROCHESTER, NY 14619-2259 US	GASOLINE UNLEADED (4000 GAL)	E	B	7	N	N	01			12,482	12,451	12,451	31	6/16/2011	C		6/16/2011
4500204177	GRAINGER INC DEPT 807245360 PALATINE, IL 60038-0001 US	HANDRAILS FOR LSD	E	B		N	N	03			18,652	18,652	18,652	0	6/16/2011	C		7/11/2011
4500204216	S & L ELECTRIC INC 5313 STATE HIGHWAY 56 COLTON, NY 13625 US	OBSTRUCTION LIGHTING INSTALLATION	C	B		N	N	02			14,310	0	0	14,310	6/17/2011	O	5/1/2012	
4500204268	DILO CO INC W PASCO INDUS PARK-11642 PYRAMID DR ODESSA, FL 33556-3449 US	FILTER UNIT	E	B	5	F	N	03	X		6,409	6,409	6,409	0	6/20/2011	C		9/26/2011
4500204340	ALSTOM POWER INC 7901 SOUTHPARK PLZ - STE 110 LITTLETON, CO 80120-4505 US	SHEAR PINS FOR AC UNITS	E	C	5	N	N	01			14,900	14,900	14,900	0	6/21/2011	C		9/16/2011
4500204507	WESCO DISTRIBUTION INC 465 NEWELL ST - PO BOX 207 WATERTOWN, NY 13601-2427 US	SEVES INSULATORS	E	B	5	N	N	03			10,800	0	0	10,800	6/24/2011	O	3/1/2012	

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4500204547	NEW YORK ATLANTIC INLAND INC 997 MCLEAN RD CORTLAND, NY 13045 US	ELECTRICAL INSPECTIONS FOR MICROWAVE SITE UPGRADES	S	B	5	N	N	N	01					9,760	0	0	9,760	6/27/2011	O	2/2/2012	
4500204691	ADIRONDACK ENERGY PRODUCTS INC ADIRONDACK PROPANE 17 JUNCTION RD MALONE, NY 12953-4217 US	BIODIESEL B20	E	C			N	N	01					15,808	15,774	15,774	34	6/29/2011	C		6/29/2011
4500204750	SEASONS SPECIALTY GIFTS LLC 27 W ORVIS ST MASSENA, NY 13662-1833 US	OFFICE FURNITURE	E	B	5	N	Y	03						6,454	6,454	6,454	0	6/30/2011	C		8/9/2011
4500204786	LIFE SCIENCE LABORATORIES INC 5854 BUTTERNUT DR EAST SYRACUSE, NY 13057 US	SPDES ENVIRONMENTAL SAMPLING	S	B			N	N	04					23,000	8,413	8,413	14,587	6/30/2011	O	6/29/2012	
4500204874	WESCO DISTRIBUTION INC 465 NEWELL ST - PO BOX 207 WATERTOWN, NY 13601-2427 US	COPE FITTINGS	E	B	5	N	N	02						5,855	5,855	5,855	0	7/6/2011	C		8/15/2011
4500204875	WESCO DISTRIBUTION INC 465 NEWELL ST - PO BOX 207 WATERTOWN, NY 13601-2427 US	UNISTRUT MATERIAL	E	B	5	N	N	03						6,516	6,516	6,516	0	7/6/2011	C		7/18/2011
4500204965	AMERICAN VALVE CORP 8717 B HWY 421 NORTH GREENSBORO, NC 27425 US	CAST IRON VALVE	E	C	5	F	N	01						8,015	7,855	7,855	160	7/7/2011	C		10/19/2011

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4500205203	IRIS POWER LP 3110 AMERICAN DR MISSISSAUGA, ON L4V 1T2 CA	PDA COUPLER KIT	E	C	5	F	N	01	X				6,678	6,678	6,678	0	7/14/2011	C		7/27/2011
4500205414	OMEGADYNE INC 149 STELZER CT SUNBURY, OH 43074 US	OMEGA SENSOR	E	B	5	F	N	03	X				6,240	6,240	6,240	0	7/20/2011	C		10/5/2011
4500205562	ADIRONDACK ENERGY PRODUCTS INC ADIRONDACK PROPANE 17 JUNCTION RD MALONE, NY 12953-4217 US	DIESEL B20	E	C		N	N	01					17,410	17,377	17,377	33	7/15/2011	C		7/15/2011
4500205571	ALSTOM GRID INC 1 RITZ AVE WAYNESBORO, GA 30830-3412 US	TRANSFORMER, CAPACITY VOLTAGE	E	B	5	F	N	02					7,595	7,595	7,595	0	7/22/2011	C		11/15/2011
4500205875	HARRIS CORP BROADCAST COMMUNICATION DIV 5300 KINGS ISLAND DR - STE 101 MASON, OH 45040-2353 US	HARRIS INTERPLEX MATERIAL	E	B	7	F	N	01	X				10,341	10,341	10,341	0	7/29/2011	C		8/4/2011
4500206271	STUART C IRBY CO 4583 BUCKLEY RD LIVERPOOL, NY 13088-2508 US	WIRE, ANCHORS, INSULATORS, LINE PARTS	E	B	5	N	N	02					11,159	11,159	11,159	0	8/10/2011	C		11/18/2011
4500206343	CITY ELECTRIC CO INC 23763 NYS RTE 12 WATERTOWN, NY 13601 US	UNISTRUT FITTINGS	E	B	5	N	Y	03					5,285	5,179	5,179	106	8/11/2011	C		8/24/2011

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4500206653	COLONIAL HARDWARE CORP 33 COMMERCE ST SPRINGFIELD, NJ 07081 US	TOOL SET WITH TOOL BOX	E	B	6	F	N	03				9,211	9,211	9,211	0	8/19/2011	C		9/20/2011
4500206677	INDUSTRIAL CONTROLS DISTRIBUTORSLLC 1776 BLOOMSBURY AVE OCEAN, NJ 07712-3941 US	PYROMATION TEMPERATURE DETECTORS	E	B	5	F	N	03	X			7,378	7,378	7,378	0	8/19/2011	C		9/8/2011
4500206692	GRIFFITH ENERGY 760 BROOKS AVE ROCHESTER, NY 14619-2259 US	GASOLINE UNLEADED (4874 GAL)	E	B	7	N	N	01				15,213	15,198	15,198	15	8/22/2011	C		8/22/2011
4500206694	ADIRONDACK ENERGY PRODUCTS INC ADIRONDACK PROPANE 17 JUNCTION RD MALONE, NY 12953-4217 US	DIESEL B20	E	C		N	N	01				11,072	11,047	11,047	25	8/22/2011	C		8/22/2011
4500206748	STUART C IRBY CO 4583 BUCKLEY RD LIVERPOOL, NY 13088-2508 US	G&W TERMINATORS	E	B	5	N	N	01				7,670	7,670	7,670	0	8/23/2011	C		9/26/2011
4500206875	TRAVIS PATTERN & FOUNDRY INC C/O ELECTRICOMM INC 4327 KENCREST DR SYRACUSE, NY 13215 US	STUD CONNECTORS	E	B	5	N	N	02				5,844	5,844	5,844	0	8/24/2011	C		9/8/2011
4500206914	GRAINGER INC DEPT 807245360 PALATINE, IL 60038-0001 US	PIPE INSPECTION EQUIPMENT	E	B	5	N	N	02				10,240	10,240	10,240	0	8/25/2011	C		9/2/2011

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4500207398	WARREN ELECTRIC SUPPLY INC 281 DIX AVE QUEENSBURY, NY 12804 US	HOLOPHANE LIGHTING FIXTURES	E	B				N	N	09			23,279	23,279	23,279	0	9/8/2011	C		10/27/2011
4500207439	CDW COMPUTER CENTER INC CDW GOV'T SALES 200/230 N MILWAUKEE AVE VERNON HILLS, IL 60061 US	INK CARTRIDGES	E	B	7	F	N	01					5,822	5,822	5,822	0	9/8/2011	C		9/15/2011
4500207444	GRASSE RIVER ASPHALT & PAVING INC 977 COUNTY ROUTE 25 CANTON, NY 13617 US	ASPHALT PAVING AND PATCHING REPAIR	C	B	5	N	N	01					7,595	7,595	7,595	0	9/8/2011	C		10/19/2011
4500207508	RFL ELECTRONICS INC COMMUNICATION DIV PO BOX 7777-W7230 PHILADELPHIA, PA 19175-7230 US	CHASSIS, GARD 8000	E	B	5	F	N	02	X				14,284	14,284	14,284	0	9/12/2011	C		10/25/2011
4500207830	FASTENAL COMPANY 4 HIGHLAND RD - STE A MASSENA, NY 13662-4229 US	MISC. 18-8 STAINLESS STEEL NUTS, WASHERS AND CAP SCREWS	E	B	7	N	N	01					9,922	9,922	9,922	0	9/19/2011	C		10/4/2011
4500207886	PRINOTH OF NORTH AMERICA INC DBA PRINOTH LLC 2746 SEEGER ST - BLDG B GRAND JUNCTION, CO 81506- 7303 US	CAMOPLAST TRACKS AND ASSEMBLIES	E	B	6	F	N	02	X				6,185	6,185	6,185	0	9/20/2011	C		10/31/2011
4500208068	STUART C IRBY CO 4583 BUCKLEY RD LIVERPOOL, NY 13088-2508 US	SEVERAL AFL FITTINGS FOR CT UPGRADE	E	B	5	N	N	02					9,557	6,461	6,461	3,096	9/23/2011	O	3/1/2012	

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CONTRACT NUMBER	PROVIDER NAME	CONTRACT DESCRIPTION	T P E	M O A	R A	O A	N A	P A	M A	B E	I S	F T	TOTAL CONTRACT AMOUNT	TOTAL EXPENDED TO DATE	AMOUNT EXPENDED 2011	CONTRACT BALANCE	DATE OF CONTRACT	O C	PROJ COMPLETE DATE	DATE CONTRACT COMPLETE
4500208666	JOHNSON CONTROLS INC 130 JOHN MUIR DR - STE 100 AMHERST, NY 14228-1139 US	ANNUAL MAINTENANCE FOR ACCESS CONTROL	S				7	N	N			01	21,210	21,210	21,210	0	10/1/2011	O	9/30/2012	
4500208927	WESCO DISTRIBUTION INC 465 NEWELL ST - PO BOX 207 WATERTOWN, NY 13601-2427 US	HOFFMAN ENCLOSURES	E	B			5	N	N			03	5,971	5,971	5,971	0	10/14/2011	C		10/27/2011
4500209254	MX PETROLEUM CORP PO BOX 638 MASSENA, NY 13662 US	GASOLINE, (3580GAL)	E	B			7	N	N			01	10,274	10,249	10,249	25	10/21/2011	C		10/21/2011
4500209260	AMETEK SOLIDSTATE CONTROLS INC 875 DEARBORN DR COLUMBUS, OH 43085-1586 US	UNINTERRUPTIBLE POWER SUPPLY SYSTEMS (2EA)	E	B				F	N			01	136,836	81,132	81,132	55,704	10/21/2011	O	2/1/2012	
4500209296	CARGILL INC 24950 COUNTRY CLUB BLVD - STE 450 NORTH OLMSTED, OH 44070- 5333 US	SALT, ROAD (500T)	E	B			7	F	N			01	26,560	23,532	23,532	3,028	10/24/2011	O	3/1/2012	
4500209466	CHAMPION WIRE & CABLE LLC 695 SUMMA AVE WESTBURY, NY 11590-5041 US	CONDUCTOR WIRE	E	B			5	N	N			03	8,785	8,782	8,782	3	10/26/2011	C		11/1/2011
4500209613	RFL ELECTRONICS INC COMMUNICATION DIV PO BOX 7777-W7230 PHILADELPHIA, PA 19175-7230 US	RFL CHASSIS	E	B			5	F	N			01	14,284	14,284	14,284	0	10/31/2011	C		11/23/2011

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CONTRACT NUMBER	PROVIDER NAME	CONTRACT DESCRIPTION	T P E	Y M O A	M R A	R O A	O P A	W B A	I D E	F S T	TOTAL CONTRACT AMOUNT	TOTAL EXPENDED TO DATE	AMOUNT EXPENDED 2011	CONTRACT BALANCE	DATE OF CONTRACT	O C	PROJ COMPLETE DATE	DATE CONTRACT COMPLETE
4500210252	ABB INC 940 MAIN CAMPUS DR RALEIGH, NC 27606-5211 US	BUSHING 69KV (2EA)	E	B	5	F	N	03			5,064	0	0	5,064	11/16/2011	O	1/25/2012	
4500210424	TMT CONTRACTORS INC 1484 US HWY 11 GOUVERNEUR, NY 13642 US	SNOW REMOVAL COOPER HILL MICROWAVE TOWER	S	B	5	N	N	01			14,500	325	325	14,175	11/21/2011	O	5/1/2012	
4500210466	ABB INC 940 MAIN CAMPUS DR RALEIGH, NC 27606-5211 US	ABB SERVICE TECHNICIAN	S	S	5	F	N	01			5,414	0	0	5,414	11/22/2011	O	2/1/2012	
4500210481	WESCO DISTRIBUTION INC 465 NEWELL ST - PO BOX 207 WATERTOWN, NY 13601-2427 US	MISC. WIRE & CABLE	E	B	5	N	N	03			6,283	5,172	5,172	1,111	11/22/2011	O	2/1/2012	
4500210484	THERMOFIN CORP 47 MARIE-VICTORIN CANDIAC, PQ J5R 1B6 CA	COOLER RECONDITION & RETUBE (16)	S	B		F	N	02			190,660	0	0	190,660	11/22/2011	O	8/1/2012	
4500210557	ADIRONDACK ENERGY PRODUCTS INC ADIRONDACK PROPANE 17 JUNCTION RD MALONE, NY 12953-4217 US	DIESEL (B5)	E	B	7	N	N	01			23,842	23,791	23,791	51	11/23/2011	C		11/23/2011
4500210714	AMERICAN VALVE CORP 8717 B HWY 421 NORTH GREENSBORO, NC 27425 US	CAST IRON VALVE	E	B	5	F	N	01			8,015	0	0	8,015	11/30/2011	O	1/31/2012	

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4500210919	OMEGADYNE INC 149 STELZER CT SUNBURY, OH 43074 US	RTD TEMPERATURE SENSORS	E	B	5	F	N	03			7,319	124	124	7,195	12/5/2011	O	2/1/2012	
4500211042	CDW COMPUTER CENTER INC CDW GOV'T SALES 200/230 N MILWAUKEE AVE VERNON HILLS, IL 60061 US	MISC. COMPUTER ACCESSORIES	E	B	7	F	N	01			5,163	5,163	5,163	0	12/7/2011	C		12/15/2011
4500211259	HUGHES BROTHERS INC PO BOX 159 SEWARD, NE 68434 US	LINE CREW BOLTS & SPAR ARM GAINS	E	B	5	F	N	02			7,020	0	0	7,020	12/12/2011	O	4/15/2012	
4500211363	HVB AE POWER SYSTEMS INC 7250 MCGINNIS FERRY RD SUWANEE, GA 30024 US	HVB BREAKER TOOLS	E	S	5	F	N	01			12,372	0	0	12,372	12/14/2011	O	2/1/2012	
4500211394	MX PETROLEUM CORP PO BOX 638 MASSENA, NY 13662 US	GASOLINE/FUEL OIL	E	B	7	N	N	01			11,957	11,923	11,923	34	12/2/2011	C		12/5/2011
4500211477	ADIRONDACK ENERGY PRODUCTS INC ADIRONDACK PROPANE 17 JUNCTION RD MALONE, NY 12953-4217 US	DIESEL	E	B	7	N	N	01			10,944	10,928	10,928	16	12/16/2011	C		12/16/2011
4500211552	STUART C IRBY CO 4583 BUCKLEY RD LIVERPOOL, NY 13088-2508 US	CABLE	E	B	5	N	N	02			5,534	0	0	5,534	12/19/2011	O	3/31/2012	

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4500211686	ADIRONDACK ENERGY PRODUCTS INC ADIRONDACK PROPANE 17 JUNCTION RD MALONE, NY 12953-4217 US	DIESEL B5	E	B	7	N	N	01					15,123	15,086	15,086	37	12/13/2011	C		12/21/2011
4600001844	GENERAL ELECTRIC CO 175 MILENS RD TONAWANDA, NY 14150-6794 US	HYDRO GENERATOR CLEANING LEM UNITS	S	B		N	N	02					250,000	238,940	47,788	11,060	1/1/2008	C		5/1/2011
4600001901	DORIS 2 PO BOX 127 MASSENA, NY 13662-0127 US	RED WING SAFETY SHOES AND BOOTS	E	B		F	N	02					50,000	8,509	0	41,491	3/3/2008	C		3/2/2011
4600001910	KORRECT OPTICAL 3801 BISHOP LN LOUISVILLE, KY 40218-2905 US	GLASSES, SAFETY	E	B		F	N	01					50,000	17,705	1,060	32,295	3/14/2008	C		3/13/2011
4600001965	MODERN DISPOSAL SERVICES INC PO BOX 209 MODEL CITY, NY 14107-0209 US	ASBESTOS DISPOSAL	S	B		N	N	01					50,000	32,970	1,600	17,030	10/1/2008	C		9/30/2011
4600001991	INVENSYS SYSTEMS INC C/O SYSTEMATION INC 1387 FAIRPORT RD STE 880 FAIRPORT, NY 14450 US	FOXBORO TRANSMITTERS	E	B		F	N	01	X				98,853	98,853	52,528	0	9/3/2008	C		9/30/2011
4600002029	CASELLA WASTE SERVICES PO BOX 5195 POTSDAM, NY 13676 US	REFUSE REMOVAL	S	B		N	N	02					155,550	147,248	38,626	8,302	10/7/2008	C		3/31/2011

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4600002048	FRONTENAC CRYSTAL SPRINGS WATER PO BOX 328 CLAYTON, NY 13624-0372 US	WATER COOLER RENTAL AND BOTTLED WATER	E	B			N	N			01	45,000	25,090	9,699	19,910	1/19/2009	O	1/18/2012	
4600002061	ICOM INC 1011 MAPLE LN NEW HYDE PARK, NY 11040-2303 US	OFFICE SUPPLIES	E	B			F	Y			02	25,000	16,778	3,261	8,222	2/4/2009	C		7/28/2011
4600002093	GRAINGER INC DEPT 807245360 PALATINE, IL 60038-0001 US	TYVEK COVERALLS	E	B			F	N			05	20,000	11,008	703	8,992	4/14/2009	O	4/13/2012	
4600002094	DIVAL SAFETY EQUIPMENT INC 1721 NIAGARA ST BUFFALO, NY 14207-3108 US	TYVEK COVERALLS	E	B			F	N			05	10,000	6,278	4,566	3,722	4/14/2009	O	4/13/2012	
4600002099	NOCO ENERGY CORP 2440 SHERIDAN DR TONAWANDA, NY 14150 US	OIL TURBINE	E	B			F	N			01	115,000	80,803	31,845	34,197	4/22/2009	O	4/21/2013	
4600002102	SANITARY WIPING CLOTH CO 313 STEELE - PO BOX 1078 JAMESTOWN, NY 14702 US	WIPING CLOTHS	E	B			F	N			02	75,000	51,000	20,400	24,000	4/30/2009	O	4/29/2012	
4600002128	PROFESSIONAL HEALTH SERVICES INC 83 S EAGLE RD HAVERTOWN, PA 19083 US	EMPLOYEE PHYSICALS	P	B			N	N			02	130,800	99,314	32,799	31,486	7/1/2009	O	6/30/2012	

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4600002187	FERGUSON ENTERPRISES INC 2920 WALDEN AVE DEPEW, NY 14043-2603 US	VICTAULIC FITTINGS	E	B					F	N 01	150,000	76,370	39,082	73,630	11/16/2009	O	11/15/2012	
4600002244	UNIMAR INC 3195 VICKERY RD N SYRACUSE, NY 13212-4574 US	OBSTRUCTION LIGHTING	E	B					F	N 02	200,000	130,273	46,547	69,727	3/29/2010	O	3/28/2012	
4600002246	NGK LOCKE INC C/O HASGO POWER EQUIPMENT SALES 31 W MAIN ST LE ROY, NY 14482 US	INSULATORS	E	B					F	N 03	45,000	31,738	17,236	13,262	3/31/2010	O	3/30/2012	
4600002248	BOGOSIAN CARPET & FURNITURE 70 WILLOW ST MASSENA, NY 13662 US	CARPET/MAT RENTAL	E	B					N	N 01	35,000	13,604	9,223	21,396	4/12/2010	O	4/11/2013	
4600002249	HARMER CONSTRUCTION 1454 COUNTY ROUTE 22 - LOT D GOUVERNEUR, NY 13642-4316 US	GRAVEL, STONE FOR EDWARDS, NY	E	B					N	N 02	250,000	141,451	1,704	108,549	4/19/2010	O	4/18/2013	
4600002259	ST LAWRENCE SUPPLY CO PO BOX 5110 POTSDAM, NY 13676-5110 US	JANITORIAL PRODUCTS	E	B					N	N 04	20,000	3,853	2,040	16,147	6/9/2010	C		6/8/2011
4600002260	DIVAL SAFETY EQUIPMENT INC 1721 NIAGARA ST BUFFALO, NY 14207-3108 US	JANITORIAL PRODUCTS	E	B					N	N 04	20,000	2,192	794	17,808	6/8/2010	C		6/7/2011

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4600002262	CHOCTAW-KAUL DISTRIBUTION COMPANY 3540 VINEWOOD AVE DETROIT, MI 48208-2363 US	MISC. SAFETY ITEMS	E	B				F	N	05		20,000	14,430	10,249	5,570	6/16/2010	C		6/15/2011
4600002263	FREMONT INDUSTRIAL CORP 2200 SHAMES DR WESTBURY, NY 11590 US	MISC. SAFETY ITEMS	E	B				N	N	05		20,000	2,026	612	17,974	6/16/2010	C		6/15/2011
4600002318	BARRETT PAVING MATERIALS INC 7971 STATE HIGHWAY 56 NORWOOD, NY 13668-3252 US	GRAVEL/STONE 3YR CONTRACT FOR ALL STL PROJECTS	E	B				N	N	03		350,000	70,532	25,457	279,468	8/18/2010	O	8/18/2013	
4600002325	F & F INDUSTRIAL EQUIPMENT INC 195 TOWER DR MIDDLETOWN, NY 10941-2034 US	DOCK LADDER AND RAILINGS	E	B	7			N	Y	01		35,000	30,239	30,239	4,761	9/24/2010	C		9/30/2011
4600002344	MCFARLAND CASCADE INC 1400 IRON HORSE PARK NORTH BILLERICA, MA 01862 US	WOOD POLES ALL SIZES FOR STL INVENTORY	E	B				F	N	01		400,000	195,454	195,454	204,546	11/30/2010	O	11/29/2013	
4600002347	WESTERN NEW YORK FLUID SYSTEM TECHNOLOGIES INC 6511 BASILE ROWE EAST SYRACUSE, NY 13057-2928 US	SWAGELOK FITTINGS	E	B				N	N	02		75,000	26,427	26,427	48,573	12/15/2010	O	12/14/2013	
4600002354	BROCKWAY SANITATION SERVICE PO BOX 155 MOIRA, NY 12957-3216 US	SEPTIC TANK SERVICES	S	B				N	N	01		85,000	17,511	17,511	67,489	1/3/2011	O	12/31/2013	

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CONTRACT NUMBER	PROVIDER NAME	CONTRACT DESCRIPTION	T P E	Y A	M A	R A	O A	R A	W A	P A	B A	D A	I A	F A	TOTAL CONTRACT AMOUNT	TOTAL EXPENDED TO DATE	AMOUNT EXPENDED 2011	CONTRACT BALANCE	DATE OF CONTRACT	O C	PROJ COMPLETE DATE	DATE CONTRACT COMPLETE
4600002376	CASELLA WASTE SERVICES PO BOX 5195 POTSDAM, NY 13676 US	REFUSE REMOVAL	S	B							N	N	01		400,000	30,154	30,154	369,846	4/1/2011	O	3/31/2014	
4600002380	KORRECT OPTICAL 3801 BISHOP LN LOUISVILLE, KY 40218-2905 US	SAFETY GLASSES	E	B							F	N	03		30,000	3,738	3,738	26,262	3/16/2011	O	3/15/2014	
4600002407	CHOCTAW-KAUL DISTRIBUTION COMPANY 3540 VINEWOOD AVE DETROIT, MI 48208-2363 US	MISC. SAFETY ITEMS	E	B							F	N	03		20,000	5,531	5,531	14,469	6/15/2011	O	6/30/2013	
4600002408	DIVAL SAFETY EQUIPMENT INC 1721 NIAGARA ST BUFFALO, NY 14207-3108 US	MISC. SAFETY ITEMS	E	B							N	N	03		20,000	0	0	20,000	6/15/2011	O	6/30/2013	
4600002420	ICOM INC 1011 MAPLE LN NEW HYDE PARK, NY 11040- 2303 US	MISC. OFFICE SUPPLIES	E	B							N	Y	05		22,000	2,346	2,346	19,654	7/11/2011	O	7/10/2014	
4600002423	THYSSEN ELEVATOR CO 6067 CORPORATE DR EAST SYRACUSE, NY 13057- 1082 US	PROVIDE ELEVATOR SERVICE ON AS NEEDED BASIS	S	B							7	N	N	02	25,000	3,190	3,190	21,810	8/1/2011	O	7/31/2012	
4600002437	MODERN DISPOSAL SERVICES INC PO BOX 209 MODEL CITY, NY 14107-0209 US	ASBESTOS DISPOSAL	S	B							5	N	N	01	12,000	600	600	11,400	10/3/2011	O	10/3/2012	

ST LAWRENCE TOTALS

6,069,702      3,862,670      2,871,240      2,207,032

FACILITY: ST LAWRENCE

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TOTAL NUMBER OF CONTRACTS	147	
TOTAL CONTRACT VALUE		\$6,069,702
TOTAL EXPENDED TO DATE		\$3,862,670
TOTAL EXPENDED IN REPORT YEAR		\$2,871,240
<u>STATUS SUMMARY</u>		
TOTAL NUMBER OPEN CONTRACTS	46	
TOTAL NUMBER CLOSED CONTRACTS	101	
<u>METHOD OF AWARD SUMMARY</u>		
TOTAL NUMBER COMP BID	136	
TOTAL NUMBER SOLE SOURCE/SINGLE SOURCE	4	
TOTAL NUMBER COMP SEARCH	6	
TOTAL NUMBER MWBE/SBE	1	
<u>COMMITMENT TYPE SUMMARY</u>		
TOTAL NUMBER ARCHITECTURAL & ENGINEERING SERVICES	0	
TOTAL NUMBER CONSTRUCTION	4	
TOTAL NUMBER EQUIP/GOODS/COMMODITY	121	
TOTAL NUMBER LEGAL SERVICES	0	
TOTAL NUMBER PERSONAL SERVICES	1	
TOTAL NUMBER OTHER NON PERSONAL SERVICES	21	

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SITE TOTALS

TOTAL NUMBER OF CONTRACTS	2030	
TOTAL CONTRACT VALUE		\$2,672,557,564
TOTAL EXPENDED TO DATE		\$1,167,870,823
TOTAL EXPENDED IN REPORT YEAR		\$371,415,450
<u>STATUS SUMMARY</u>		
TOTAL NUMBER OPEN CONTRACTS	951	
TOTAL NUMBER CLOSED CONTRACTS	1079	
<u>METHOD OF AWARD SUMMARY</u>		
TOTAL NUMBER COMP BID	1650	
TOTAL NUMBER SOLE SOURCE/SINGLE SOURCE	240	
TOTAL NUMBER COMP SEARCH	100	
TOTAL NUMBER MWBE/SBE	40	
<u>COMMITMENT TYPE SUMMARY</u>		
TOTAL NUMBER ARCHITECTURAL & ENGINEERING SERVICES	48	
TOTAL NUMBER CONSTRUCTION	241	
TOTAL NUMBER EQUIP/GOODS/COMMODITY	955	
TOTAL NUMBER LEGAL SERVICES	38	
TOTAL NUMBER PERSONAL SERVICES	202	
TOTAL NUMBER OTHER NON PERSONAL SERVICES	546	

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FOSSIL FUELS ADDENDUM

FACILITY: WPO FOSSIL FUELS

CONTRACT NUMBER	PROVIDER NAME	CONTRACT DESCRIPTION	T Y P E	M O A	R A A	O P A	M B E	B I D S	TOTAL CONTRACT AMOUNT	TOTAL EXPENDED TO DATE	AMOUNT EXPENDED 2011	CONTRACT BALANCE	DATE OF CONTRACT	O / C	PROJ COMPLETE DATE	DATE CONTRACT COMPLETE
FD-2008-10	UNITED ENERGY TRADING, LLC 215 Union Blvd. Suite 425 Lakewood CO 80228	Natural Gas Purchase	E	B		F	N	28	\$38,041,597	\$38,041,597	\$19,938,027	\$0	11/19/2008	O	*	
FD-2008-11	ALLIED ENERGY RESOURCES CORPORATION 1330 Post Oak Blvd Suite 2200 Houston, TX 77056	Natural Gas Purchase	E	B		F	Y	28	\$5,500,999	\$5,500,999	\$0	\$0	12/01/08	O	*	
FD-2007-09	ENJET, INC 5373 West Alabama- Suite 502 Houston, TX 77056	Natural Gas Purchase	E	B		F	N	28	\$144,064,023	\$144,064,023	\$16,271,687	\$0	3/21/2007	O	*	
FD-2001-23	SEMPRA 58 Commerce Road Stamford, CT 06902	Natural Gas Purchase	E	B		F	N	28	\$168,290,671	\$168,290,671	\$0	\$0	12/01/01	O	*	
FD-2009-03	NATIONALGRID -LI (Flynn) 100 E Old County Rd Hicksville, NY 11801	Balancing Service	E	S	O	N	N		\$3,300,000	\$3,300,000	\$1,100,000	\$0	01/01/09	O	12/31/14	
FD-2009-04	NATIONALGRID -LI (Flynn) 100 E Old County Rd Hicksville, NY 11801	Transport Service	E	S	O	N	N		\$6,702,790	\$6,702,790	\$2,041,412	\$0	01/01/09	O	12/31/14	
FD-2009-05	NATIONALGRID-NY(GKP) One Metrotech Center Brooklyn, NY 11201	Transport Service	E	S	O	N	N		\$4,403,794	\$4,403,794	\$1,750,492	\$0	03/01/09	O	03/31/14	
FD-2009-06	NATIONALGRID - LI(Brentwood) 100 E Old County Rd Hicksville, NY 11801	Transport Service	E	S	O	N	N		\$327,953	\$327,953	\$226,807	\$0	03/01/09	O	03/31/14	
FD-2009-07	CONOCO PHILLIPS COMPANY 600 North Dairy Ashford Houston, TX 77079	Natural Gas Purchase	E	B		F	N	28	\$25,055,061	\$25,055,061	\$17,568,736	\$0	05/01/09	O	*	
FD-2010-01	JLA ENERGY LLC Two Riverway, Suite 730 Houston, Tx 77056	Natural Gas Purchase	E	B		F	N	28	\$368,677	\$368,677	\$215,062	\$0	02/01/10	O	*	
FD-2010-02	IBERDROLA RENEWABLES 1125 N.W. Couch St. Suite 700 Portland, OR 97209	Natural Gas Purchase	E	B		F	N	28	\$13,972,224	\$13,972,224	\$9,573,024	\$0	08/09/10	O	*	
FD-2002-11	PSEG ENERGY RESOURCES 80 Park Plaza Fl T19 Newark, NJ 07102	Natural Gas Purchase	E	B		F	N	28	\$11,017,721	\$11,017,721	\$0	\$0	11/01/02	O	*	

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FOSSIL FUELS ADDENDUM

FACILITY: WPO FOSSIL FUELS

FD-2003-09	J. ARON 85 Broad Street New York, NY 10004	Natural Gas Purchase	E	B		F	N	26	\$83,241,402	\$83,241,402	\$0	\$0	04/22/03	O	*	
FD-2003-10	BP ENERGY COMPANY 501 WestLake Park Houston, TX 77253	Natural Gas Purchase	E	B		F	N	28	\$196,947,487	\$196,947,487	\$25,522,965	\$0	10/01/04	O	*	
FD-2003-12	CONSTELLATION POWER SOURCE 111 MARKET Place BALTIMORE, MD 21202	Natural Gas Purchase	E	B		F	N	28	\$55,860,651	\$55,860,651	\$0	\$0	06/09/03	O	*	
FD-2003-15	VIRGINIA POWER ENERGY MARKETING P. O. Box 25773 Richmond, VA 23360	Natural Gas Purchase	E	B		F	N	28	\$543,730,265	\$543,730,265	\$49,663,467	\$0	07/11/03	O	*	
FD-2004-08	SHELL ENERGY NA (formerly) CORAL ENERGY 909 Fannin Plaza Houston, TX 77010	Natural Gas Purchase	E	B		F	N	28	\$59,359,753	\$59,359,753	\$5,076,220	\$0	04/01/04	O	*	
FD-2004-09	SOUTHWEST ENERGY LP Two Greenway Plaza Houston, TX 77046	Natural Gas Purchase	E	B		F	N	28	\$179,461,649	\$179,461,649	\$0	\$0	06/01/04	O	*	
FD-2004-14	ONEOK ENERGY SERVICES CO. 100 West Fifth Street Tulsa, OK 74103	Natural Gas Purchase	E	B		F	N	28	\$94,754,910	\$94,754,910	\$0	\$0	11/01/04	O	*	
FD-2005-02	BOSS ENERGY LTD 20445 State Hwy 249 Houston, TX 77070	Natural Gas Purchase	E	B		F	N	28	\$73,839,766	\$73,839,766	\$367,320	\$0	01/25/05	O	*	
FD-2005-12	NJR ENERGY SERVICES CO. 1415 Wyckoff Road Wall, NJ 07719	Natural Gas Purchase	E	B		F	N	28	\$163,788,555	\$163,788,555	\$32,217,361	\$0	09/01/05	O	*	
FD-2006-03	UBS AG / UBS ENERGY LLC 677 Washington Blvd Stamford, CT 06901	Natural Gas Purchase	E	B		F	N	28	\$126,500,213	\$126,500,213	\$0	\$0	07/28/06	O	*	
FD-2006-05	PETROCOM VENTURES LTD 1616 S Voss Suite 945 Houston, TX 77057	Natural Gas Purchase	E	B		F	N	28	\$44,715,916	\$44,715,916	\$0	\$0	07/21/06	O	*	
FD-2006-07	TEXAS GAS TRANSMISSION 3800 Frederica Street Owensboro, KY 42301	Firm Gas Transport/Demand Agreement	S	S		F	N		\$19,814,274	\$19,814,274	\$3,367,712	\$0	07/01/06	O	10/31/17	
FD-2006-08	DOMINION TRANSMISSION 120 Tredegar Street Richmond, VA 23219	Firm Gas Transport/Demand Agreement	S	S		F	N		\$14,553,435	\$14,553,435	\$2,664,008	\$0	07/01/06	O	10/31/17	

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FACILITY: WPO FOSSIL FUELS

FD-2006-09	TRANSCONTINENTAL GAS PIPELINE (TGPL 5316) 2800 Post Oak Blvd Houston, TX 77056	Firm Gas Transport/Demand Agreement	S	S	F	N			\$8,389,704	\$8,389,704	\$1,853,847	\$0	08/04/06	O	03/31/17
FD-2006-12	TENASKA MARKETING VENTURES 11718 Nicholas Street Omaha, NE 68154	Natural Gas Purchase	E	B	F	N	28		\$11,601,101	\$11,601,101	\$3,046,934	\$0	10/01/06	O	*
FD-2007-08	ASSOCIATED ENERGY SERVICES (Formerly Spark Energy Gas) 3010 Briorpark Dr. Suite 550 Houston, TX 77042	Natural Gas Purchase	E	B	F	N	28		\$90,511,416	\$90,511,416	\$6,510,893	\$0	02/14/07	O	*
FD-2007-10	ASTORIA GENERATING COMPANY, LP 18-01 20th Avenue Astoria, New York 11105	Oil Delivery Labor Fees	S	S	N	N			\$34,302	\$34,302	\$0	\$0	7/17/2006	O	*
FD-2008-01	eCORP ENERGY MARKETING TEN THOUSAND MEMORIAL Houston, TX 77024-3410	Natural Gas Purchase	E	B	F	N	28		\$72,450	\$72,450	\$0	\$0	02/01/08	O	*
FD-2008-02	CIMA-ENERGY LTD. 1221 McKinney Houston, Tx 77010	Natural Gas Purchase	E	B	F	N	28		\$14,597,304	\$14,597,304	\$2,120,332	\$0	03/01/08	O	*
FD-2008-05	SEQUENT ENERGY MGT 1200 Smith Street Houston, TX 77010	Natural Gas Purchase	E	B	F	N	28		\$36,029,220	\$36,029,220	\$0	\$0	03/01/08	O	*
FD-1990-33	NORTHVILLE INDUSTRIES CORP (Formerly TOSCO PIPELINE COMPANY) 25 Melville Park Rd Melville, NY 11747	Oil Storage Agmt (SETAUKET)	E	S	N	N			\$11,943,900	\$11,943,900	\$510,027	\$0	04/01/94	O	09/30/13
FD-1990-34	NORTHVILLE INDUSTRIES CORP (Formerly TOSCO PIPELINE COMPANY) 25 Melville Park Rd Melville, NY 11747	Oil Storage Agmt. (HOLTSVILLE)	E	S	N	N			\$3,808,383	\$3,808,383	\$127,507	\$0	10/01/93	O	09/30/13
FS-1994-17	MERRILL LYNCH (Formerly ENTERGY-KOCH TRADING (FORMERLY KOCH)) 20 E Greenway Plaza Houston, TX 77046	Natural Gas Purchase	E	B	F	N	28		\$266,771,081	\$266,771,081	\$3,807,712	\$0	07/01/94	O	*

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FACILITY: WPO FOSSIL FUELS

FS-1997-22	COLONIAL ENERGY 2 Riverway Suite 2000 Houston, TX 77056	Natural Gas Purchase	E	B		F	N	28	\$418,646,872	\$418,646,872	\$12,781,927	\$0	05/01/97	O	*	
FD-2008-09	CON EDISON, INC. (Balancing & Demand) 4 Irving Place New York, NY 10003	Transport & Balancing Service	E	S		N	N		\$14,585,477	\$14,585,477	\$2,976,123	\$0	08/01/08	O	04/30/16	
FD-2008-06	MACQUARIE COOK ENERGY 10100 Santa Monica Blvd los Angeles, CA 90067	Natural Gas Purchase	E	B		F	N	28	\$43,316,045	\$43,316,045	\$16,499,022	\$0	07/01/08	O	*	
FD-2008-12	eSERVICES, LLC 4461 Cox Road, Suite 113, Glenn Allen, Virginia 23060	Natural Gas Purchase	E	B		F	N	28	\$520,725	\$520,725	\$0	\$0	12/01/08	O	*	
FD-2011-01	BG ENERGY MERCHANTS, LLC 5444 Westheimer Suite 1200 Houston, Tx 77056	Natural Gas Purchase	E	B		F	N	28	\$5,000,778	\$5,000,778	\$5,000,778	\$0	03/01/11	O	*	
FD-2011-02	YAKA ENERGY, LLC 46411 Timine Way Pendleton, OR 97801	Natural Gas Purchase	E	B		F	Y	28	\$5,473,598	\$5,473,598	\$5,473,598	\$0	03/01/11	O	*	
FD-2011-06	EDF Trading N. America, LLC 4700 West Sam Houston Pky North Suite 25 Houston, Tx 77041	Natural Gas Purchase	E	B		F	N		\$3,287,216	\$3,287,216	\$3,287,216	\$0	06/01/11	O	*	
FD-2011-04	SAYBOLT LP Core Laboratories 6316 Windfern Rd, Houston Texas 77040	Oil Inspectors	S	B		F	N		\$9,700	\$9,700	\$9,700	\$0	01/01/11	O	12/31/13	
FD-2011-07	ASTORIA ENERGY II LLC 17-10 Steinway Street Astoria, NY 11105	OIL PURCHASE	E	B		N	N	19	\$2,906,041	\$2,906,041	\$2,906,041	\$0	07/01/11	C		07/01/11
FD-2011-08	GEORGE E WARREN CO 3001 Ocean Drive Vero Beach, FL 32963	OIL PURCHASE	E	B		F	N	19	\$5,456,494	\$5,456,494	\$5,456,494	\$0	07/18/11	C		07/25/11
FUELS TOTALS									3,020,575,593	3,020,575,593	259,932,451					

**NOTE:**

\* Contract continues until terminated by NYPA or Counterparty upon specified notice.

(1) Natural gas purchase transactions are effected, as needed, based on current prices and requirements, using the previously agreed upon general terms and conditions.

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 FOSSIL FUELS ADDENDUM

TOTAL NUMBER OF CONTRACTS	45	
TOTAL CONTRACT VALUE		\$3,020,575,593
TOTAL EXPENDED TO DATE		\$3,020,575,593
TOTAL EXPENDED IN REPORT YEAR		\$259,932,451
<u>STATUS SUMMARY</u>		
TOTAL NUMBER OPEN CONTRACTS	43	
TOTAL NUMBER CLOSED CONTRACTS	2	
<u>METHOD OF AWARD SUMMARY</u>		
TOTAL NUMBER COMP BID	34	
TOTAL NUMBER SOLE SOURCE/SINGLE SOURCE	11	
TOTAL NUMBER COMP SEARCH	0	
TOTAL NUMBER MWBE/SBE	0	
<u>COMMITMENT TYPE SUMMARY</u>		
TOTAL NUMBER ARCHITECTURAL & ENGINEERING SERVICES	0	
TOTAL NUMBER CONSTRUCTION	0	
TOTAL NUMBER EQUIP/GOODS/COMMODITY	40	
TOTAL NUMBER LEGAL SERVICES	0	
TOTAL NUMBER PERSONAL SERVICES	0	
TOTAL NUMBER OTHER NON PERSONAL SERVICES	5	

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CORPORATE FINANCE ADDENDUM

PROVIDER NAME	CONTRACT DESCRIPTION	T E	Y P A	M O N	R O N	P A	O P A	W B A	B D E	TOTAL CONTRACT AMOUNT	TOTAL EXPENDED TO DATE	AMOUNT EXPENDED 2011	CONTRACT BALANCE	DATE OF CONTRACT	O C	PROJ COMPLETE DATE	DATE CONTRACT COMPLETE
Bank of New York (formerly JPMorgan) 101 Barclay Street New York, NY 10286	Trustee/Paying Agent Services on Bonds	S	C	9	N					395,883	395,883	18,194	0	2/24/1998	O	*	
Bank of New York (formerly JPMorgan) 101 Barclay Street New York, NY 10286	Trustee- ARTN	S	C	9	N					190,351	190,351	21,247	0	9/2/2003	O	3/1/2020	
Bank of New York (formerly JPMorgan) 101 Barclay Street New York, NY 10286	Trustee- Commercial Paper	S	S	9	N			1		97,743	97,743	25,624	0	10/2/2006	O	*	
Bank of Nova Scotia One Liberty Plaza, 26th Fl. New York, NY 10006	Revolving Line of Credit for ARTN	S	C	9	N			6		1,300,901	798,886	163,647	502,015	9/4/2007	O	9/1/2015	
Barclays Capital (assigned from Lehman Bros.) ** 745 Seventh Avenue New York, NY 10019	Re-marketing Agent CP-1	S	C	9	N					1,134,526	1,134,526	146,737	0	7/14/1994	O	*	
Barclays Capital (assigned from Lehman Bros.) 745 Seventh Avenue New York, NY 10019	Re-marketing Agent CP-3	S	S	9	N			1		10,775	10,775	0	0	6/26/2008	O	*	
Citigroup 390 Greenwich Street New York, NY 10013	Re-marketing Agent CP-2	S	C	9	N					437,350	437,350	16,870	0	12/4/1997	O	*	
Goldman, Sachs & Co. 85 Broad Street New York, NY 10004-2456	Re-marketing Agent CP-2 and 3	S	C	9	N					904,124	904,124	10,352	0	12/4/1997	O	*	

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PROVIDER NAME	CONTRACT DESCRIPTION	T P E	Y M A	M O A	R O A	O N P A	W P A	B B E	D S	TOTAL CONTRACT AMOUNT	TOTAL EXPENDED TO DATE	AMOUNT EXPENDED 2011	CONTRACT BALANCE	DATE OF CONTRACT	O C	PROJ COMPLETE DATE	DATE CONTRACT COMPLETE
Goldman, Sachs & Co. 85 Broad Street New York, NY 10004-2456	Re-marketing EMCP	S	C	9	N					638,220	638,220	138,429	0	3/4/2003	O	*	
Goldman, Sachs & Co. ** 85 Broad Street New York, NY 10004-2456	ART Notes Remarketing	S	C	9	N					1,856,530	1,856,530	157,870	0	5/15/1985	O	3/1/2020	
JPMorgan Chase 270 Park Avenue New York, NY 10017-2070	Re-marketing Agent CP-2	S	C	9	N					195,524	195,524	28,572	0	6/28/2001	O	*	
JPMorgan Chase 270 Park Avenue New York, NY 10017-2070	Re-marketing Agent CP-3	S	C	9	N					570,781	570,781	22,851	0	12/4/1997	O	*	
JPMorgan Chase 270 Park Avenue New York, NY 10017-2070	Escrow Agent POCR/CASP & LMEI Funds	S	C	9	N					480,999	480,999	20,290	0	5/30/1996	O	*	
JPMorgan Chase 270 Park Avenue New York, NY 10017-2070	Revolving Line of Credit 2008	S	C	9	N			2		4,365,000	4,345,433	66,683	19,567	1/7/2008	C		1/31/2011
JPMorgan Chase 270 Park Avenue New York, NY 10017-2070	Revolving Line of Credit 2011	S	C	9	N			2		10,928,889	3,450,972	3,450,972	7,477,917	1/20/2011	O	1/20/2014	
King & Spalding 1185 Avenue of the Americas New York, NY 10036	Attorney - Legal Services 2011 RCA	L	S	9	N			1		30,000	30,000	30,000	0	1/7/2011	C		1/31/2011

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PROVIDER NAME	CONTRACT DESCRIPTION	T P E	Y M O A	M R N A	R O P A	W B E	B I D S	TOTAL CONTRACT AMOUNT	TOTAL EXPENDED TO DATE	AMOUNT EXPENDED 2011	CONTRACT BALANCE	DATE OF CONTRACT	O C	PROJ COMPLETE DATE	DATE CONTRACT COMPLETE
Morgan Stanley 1221 Avenue of the Americas New York, NY 10020	Re-marketing Agent CP-1	S	C	9	N		7	116,774	116,774	55,713	0	3/31/2009	O	*	
RBC Capital Markets ** 1211 Avenue of the Americas New York, NY 10036	Re-marketing Agent CP-1	S	C	9	N			172,024	172,024	89,244	0	7/14/1994	O	*	
CORPORATE FINANCE TOTALS								<u>23,826,393</u>	<u>15,826,894</u>	<u>4,463,294</u>	<u>7,999,499</u>				

## NOTES:

\* Contract continues until terminated by NYPA or Counterparty upon specified notice

\*\* Expense History only available from 1997

TOTAL NUMBER OF CONTRACTS	18	
TOTAL CONTRACT VALUE		\$23,826,393
TOTAL EXPENDED TO DATE		\$15,826,894
TOTAL EXPENDED IN REPORT YEAR		\$4,463,294
<u>STATUS SUMMARY</u>		
TOTAL NUMBER OPEN CONTRACTS	16	
TOTAL NUMBER CLOSED CONTRACTS	2	
<u>METHOD OF AWARD SUMMARY</u>		
TOTAL NUMBER COMP BID	0	
TOTAL NUMBER SOLE SOURCE/SINGLE SOURCE	3	
TOTAL NUMBER COMP SEARCH	15	
TOTAL NUMBER MWBE/SBE	0	
<u>COMMITMENT TYPE SUMMARY</u>		
TOTAL NUMBER ARCHITECTURAL & ENGINEERING SERVICES	0	
TOTAL NUMBER CONSTRUCTION	0	
TOTAL NUMBER EQUIP/GOODS/COMMODITY	0	
TOTAL NUMBER LEGAL SERVICES	1	
TOTAL NUMBER PERSONAL SERVICES	0	
TOTAL NUMBER OTHER NON PERSONAL SERVICES	17	

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GRAND TOTALS

TOTAL NUMBER OF CONTRACTS	2093	
TOTAL CONTRACT VALUE		\$5,716,959,550
TOTAL EXPENDED TO DATE		\$4,204,273,309
TOTAL EXPENDED IN REPORT YEAR		\$635,811,194
<u>STATUS SUMMARY</u>		
TOTAL NUMBER OPEN CONTRACTS	1010	
TOTAL NUMBER CLOSED CONTRACTS	1083	
<u>METHOD OF AWARD SUMMARY</u>		
TOTAL NUMBER COMP BID	1684	
TOTAL NUMBER SOLE SOURCE/SINGLE SOURCE	254	
TOTAL NUMBER COMP SEARCH	115	
TOTAL NUMBER MWBE/SBE	40	
<u>COMMITMENT TYPE SUMMARY</u>		
TOTAL NUMBER ARCHITECTURAL & ENGINEERING SERVICES	48	
TOTAL NUMBER CONSTRUCTION	241	
TOTAL NUMBER EQUIP/GOODS/COMMODITY	995	
TOTAL NUMBER LEGAL SERVICES	39	
TOTAL NUMBER PERSONAL SERVICES	202	
TOTAL NUMBER OTHER NON PERSONAL SERVICES	568	

**GUIDELINES**

**AND**

**PROCEDURES**

**FOR THE**

**DISPOSAL OF NEW YORK POWER AUTHORITY**

**PERSONAL PROPERTY**

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**GUIDELINES AND PROCEDURES**  
**FOR THE**  
**DISPOSAL OF NEW YORK POWER AUTHORITY PERSONAL PROPERTY**

I. **PURPOSE**

These Guidelines and Procedures for the Disposal of Personal Property (hereinafter "Guidelines"), which comply with Title 5-A, Article 9 of the Public Authorities Law, establish the procedures that detail 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 Senior Vice President – Corporate Support Services, or equivalent(s), or a designee so stated in writing. 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 with a value in excess of \$5,000, 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, personal 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 dated 7/27/11, Revision 3 -- "Accounting for Materials and Supplies Inventory."

**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.

**V. DESIGNATION OF PROPERTY DISPOSAL COORDINATORS**

- A. The Contracting Officer shall be responsible for the Authority's compliance with, and enforcement of, the Guidelines.
- B. The individual responsible for disposal of all Property at the Authority's facilities will be the Director – Site Purchasing & Materials Management ("DSP&MM"). For purposes of Property disposal, the DSP&MM reports directly to the Contracting Officer or authorized designee.
- C. The Purchasing and Warehouse Manager from each facility will be the local Property Disposal Coordinator for his or her facility or location ("Facility PDC"). The Facility PDC reports to the DSP&MM.
- D. The Contracting Officer or authorized designee will designate one or more individuals from the White Plains Office Procurement Division to be the

Property Disposal Coordinator(s) for the White Plains, Albany and New York 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 Senior Vice President – Corporate Support Services or authorized designee.
- F. If appropriate, the responsible Facility PDC should confer (by oral or written communication) with the DSP&MM 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 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. PROCEDURES FOR 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, well-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 is greater than \$5,000 but 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 this procedure and by the Bid Due Date included in the solicitation;
  - c. all bids shall be publicly disclosed, at the time and place stated in the solicitation or by posting to the Authority's internet website; 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 addition, 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, prior to finalizing the Disposal 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&MM 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 surplus, 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&MM 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&MM 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 the procedures described in Article VI.

**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), as hereinafter defined in Article XI, that such bid be accepted, and upon the written approval of the Responsible Officer(s), 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.
- C. If either (a) the responsible PDC determines that the highest bid is not reasonable or (b) the Responsible Officer(s) 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), 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) 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 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 Senior Vice President – Corporate Support Services or equivalent(s), if the Fair Market Value of the Property is up to \$500,000; or

4. The Vice President – Procurement or equivalent(s), if the Fair Market Value of the Property is up to \$250,000; or
  5. The DSP&MM, if the Fair Market Value of the Property is up to \$50,000; or
  6. The responsible PDC, with the prior written approval of either the DSP&MM or the Contracting Officer or authorized designee, as appropriate, 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&MM 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&MM 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.

## **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&MM 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&MM 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 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 and Procedures for the Disposal of 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 Corporate Support 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 Bidder 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. Bidder 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 Bidder 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 Bidder 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**

**AND**

**PROCEDURES**

**FOR THE**

**DISPOSAL OF NEW YORK POWER AUTHORITY**

**PERSONAL PROPERTY**

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**GUIDELINES AND PROCEDURES**  
**FOR THE**  
**DISPOSAL OF NEW YORK POWER AUTHORITY PERSONAL PROPERTY**

I. **PURPOSE**

These Guidelines and Procedures for the Disposal of Personal Property (hereinafter "Guidelines"), which comply with Title 5-A, Article 9 of the Public Authorities Law, establish the procedures that detail 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 Senior Vice President – Corporate Support Enterprise-Shared Services, or equivalent(s), or a designee so stated in writing. 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 with a value in excess of \$5,000, 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, personal 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 dated ~~7/27/116/30/05~~, Revision ~~32~~ --  
"Accounting for Materials and Supplies Inventory."

#### **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.

#### **V. DESIGNATION OF PROPERTY DISPOSAL COORDINATORS**

- A. The Contracting Officer shall be responsible for the Authority's compliance with, and enforcement of, the Guidelines.
- B. The individual responsible for disposal of all Property at the Authority's facilities will be the Director – Site Purchasing & Materials Management ("DSP&MM"). For purposes of Property disposal, the DSP&MM reports directly to the Contracting Officer or authorized designee.
- C. The Purchasing and Warehouse Manager from each facility will be the local Property Disposal Coordinator for his or her facility or location ("Facility PDC"). The Facility PDC reports to the DSP&MM.
- D. The Contracting Officer or authorized designee will designate one or more individuals from the White Plains Office Procurement Division to be the

Property Disposal Coordinator(s) for the White Plains, Albany and New York 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 Senior Vice President – Corporate Support Services or authorized designee.
- F. If appropriate, the responsible Facility PDC should confer (by oral or written communication) with the DSP&MM 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 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. PROCEDURES FOR 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, well-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 is greater than \$5,000 but 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 this procedure and by the Bid Due Date included in the solicitation;
  - c. all bids shall be publicly disclosed, at the time and place stated in the solicitation or by posting to the Authority's internet website; 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 addition, 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, prior to finalizing the Disposal 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&MM 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 surplus, 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&MM 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&MM 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 the procedures described in Article VI.

#### **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), as hereinafter defined in Article XI, that such bid be accepted, and upon the written approval of the Responsible Officer(s), 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.
- C. If either (a) the responsible PDC determines that the highest bid is not reasonable or (b) the Responsible Officer(s) 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), 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) 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 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 ~~Vice President — Enterprise Shared Services or equivalent(s) or, for Fleet Disposals, the~~ Senior Vice President – Corporate Support Services or equivalent(s), if the Fair Market Value of the Property is up to \$500,000; or

4. The Vice President – Procurement or equivalent(s), if the Fair Market Value of the Property is up to \$250,000; or
  5. The DSP&MM, if the Fair Market Value of the Property is up to \$50,000; or
  6. The responsible PDC, with the prior written approval of either the DSP&MM or the Contracting Officer or authorized designee, as appropriate, 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&MM 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&MM 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.

**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&MM 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&MM 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 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 and Procedures for the Disposal of 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 ~~Enterprise Shared Services and~~ Corporate Support Services Business Units, or ~~the~~ 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 Bidder 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. Bidder 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 Bidder 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 Bidder 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**

**2011 ANNUAL REPORT OF DISPOSAL OF PERSONAL PROPERTY OVER \$5,000**

<b>DESCRIPTION</b>	<b>PURCHASER</b>	<b>PRICE RECEIVED by the Authority</b>
<b>SCRAP COPPER CABLE AT POLETTI PROJECT</b>	<b>FIRST CHOICE LIQUIDATORS</b>	<b>\$ 106,467.50</b>
<b>MISCELLANEOUS SURPLUS INVENTORY MATERIAL AT POLETTI PROJECT</b>	<b>GERSHOW RECYCLING</b>	<b>\$ 22,563.71</b>
<b>BILL-JAX SCAFFOLDING AT B-G PROJECT</b>	<b>CERTIFIED BUILDINGS INC</b>	<b>\$ 5,100.00</b>
<b>SCRAP ROTOR POLES &amp; COPPER COILS AT NIAGARA PROJECT</b>	<b>NORTHWEST METALS &amp; SALVAGE SERVICE INC</b>	<b>\$ 247,017.47</b>
<b>SCRAP COPPER CABLE (FROM SCPP -- HELL GATE) AT POLETTI PROJECT</b>	<b>GERSHOW RECYCLING</b>	<b>\$ 67,744.80</b>
<b>NEGOTIATED SALE OF WOOD UTILITY POLES (FOR USE IN PLACE)</b>	<b>NEW YORK STATE ELECTRIC &amp; GAS CORPORATION</b>	<b>\$ 6,775.00</b>

**POWER AUTHORITY OF THE STATE OF NEW YORK**  
**2011 ANNUAL REPORT OF DISPOSAL OF PERSONAL PROPERTY OVER \$5,000**

<b>DESCRIPTION</b>	<b>PURCHASER</b>	<b>PRICE RECEIVED by the Authority</b>
<b>MISCELLANEOUS SURPLUS INVENTORY MATERIAL AT POLETTI PROJECT</b>	<b>GERSHOW RECYCLING</b>	<b>\$ 51,480.00</b>
<b>MISCELLANEOUS SCRAP METAL AT BLENHEIM- GILBOA PROJECT</b>	<b>R &amp; R SCRAP METAL</b>	<b>\$ 20,051.00</b>
<b>BARGE WITH CRANE &amp; HOIST AT NIAGARA PROJECT</b>	<b>DAVID PFEIFFER</b>	<b>\$ 100,500.00</b>
<b>SCRAP METALS AT NIAGARA PROJECT</b>	<b>NIAGARA METALS LLC</b>	<b>\$ 5,929.23</b>
<b>SCRAP METALS AT NIAGARA PROJECT</b>	<b>NIAGARA METALS LLC</b>	<b>\$ 11,614.73</b>
<b>SCRAP METALS AT NIAGARA PROJECT</b>	<b>NIAGARA METALS LLC</b>	<b>\$ 6,224.37</b>
<b>SURPLUS HALON RECLAMA- TION / RECYCLING</b>	<b>REMTEC INTERNATIONAL</b>	<b>\$ 22,500.00</b>



**POWER AUTHORITY OF THE STATE OF NEW YORK**  
**2011 ANNUAL REPORT OF DISPOSAL OF PERSONAL PROPERTY OVER \$5,000 \***  
**FLEET OPERATIONS**

<b>DESCRIPTION</b>	<b>PURCHASER</b>	<b>PRICE RECEIVED by the Authority</b>
1990 AUTOCAR 42B DUMP TRUCK	WEAKLEY SAND & GRAVEL INC	\$7,117.50
1992 FELLER BUNCHER HYDRO AX	TIMOTHY CRAFT	\$7,745.00
1994 FREIGHTLINER FLD112066SD	AMAZING MOTORS	\$17,836.25
1994 PETERBILT SEMI TRACTOR	RIDGE ROAD LEASING LLC	\$17,930.00
1997 GROVE AMZ68XT MANLIFT	NORTH AMERICA EQUIPMENT INC	\$13,080.00
1998 TRAIL KING TRAILER	POLAND SAND AND GRAVEL LLC	\$9,215.00
1999 INTERNATIONAL 4700	RIDGE ROAD LEASING LLC	\$5,077.50
1999 JOHN DEERE 550H DOZER	APOLLO NORTHEAST SALES & SVCS INC	\$32,730.00
1999 VOLVO SEMI TRACTOR	CASSONE TRUCK SALES & LEASING INC	\$20,455.00
2000 FORD EXCURSION	UPSTATE AUTO SALES INC	\$5,165.00
2000 FORD EXCURSION	UPSTATE AUTO SALES INC	\$5,253.44
2000 FORD F550 DUMP TRUCK	YANKS AUTOMOTIVE	\$6,708.44
2000 INTERNATIONAL 4800	CASSONE TRUCK SALES & LEASING INC	\$7,360.00
2001 CHEVY K2500 PICKUP	RATHBUN'S PLUMBING HEATING AND ELECTRICAL INC	\$7,435.94
2001 FORD F150 PICKUP	IRON HORSE SOLUTIONS	\$7,532.94
2002 CHEVY K1500 PICKUP	DONALD AUBERT	\$5,426.00
2002 GMC DUMP TRUCK	ROBERT LAFERRARA	\$4,592.50
2003 CHEVY C1500 SUBURBAN	BRAVO AUTO SALES INC	\$6,625.00
2003 CHEVY C2500 PICKUP	JOSEPH OTT	\$9,450.00
2003 CHEVY K1500 PICKUP	UPSTATE AUTO SALES INC	\$5,861.00
2003 CHEVY K1500 SUBURBAN	KEL'S AUTO SALES INC	\$8,466.00

\* Includes items where the estimated Fair Market Value and/or Sale Price exceeded \$5,000

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<b>DESCRIPTION</b>	<b>PURCHASER</b>	<b>PRICE RECEIVED by the Authority</b>
2003 CHEVY K2500 PICKUP	RIOLO'S BODY SHOP INC	\$9,741.00
2003 CHEVY K2500 PICKUP	W2 OPERATOR TRAINING GROUP LLC	\$10,032.00
2003 CHEVY K2500 PICKUP	SWARTHOUT RECYCLING LLC	\$8,648.44
2003 CHEVY TAHOE	BRAVO AUTO SALES INC	\$7,387.44
2003 CHEVY TAHOE	BRAVO AUTO SALES INC	\$7,387.44
2003 CHEVY TAHOE	KEL'S AUTO SALES INC	\$7,304.00
2003 CHEVY TAHOE	UPSTATE AUTO SALES INC	\$6,720.00
2003 JLG 600SC 60' MANLIFT	WILLIAM BIERS INC	\$21,810.00
2004 CHEVY K1500 SUBURBAN	BRAVO AUTO SALES INC	\$8,078.00
2004 CHEVY K2500 PICKUP	WALTER CHMIELEWSKI TRUCKING	\$12,125.00
2004 CHEVY TAHOE	PROMOTIONAL PATHWAYS	\$7,560.00
2004 CHEVY TAHOE	BRAVO AUTO SALES INC	\$7,401.00
2004 CHEVY TAHOE	BRAVO AUTO SALES INC	\$7,396.00
2004 CHEVY TAHOE	BRAVO AUTO SALES INC	\$7,399.00
2004 CHEVY TAHOE	BRAVO AUTO SALES INC	\$8,080.00
2004 CHEVY TAHOE	BRAVO AUTO SALES INC	\$7,484.44
2004 FORD F350 PICKUP	NORTHLINE UTILITIES LLC	\$11,390.00
2004 FORD TAURUS	JAMES DICASTRO EXCAVATING	\$5,327.50
2004 FORD TAURUS	MARILYN MACKIN	\$5,335.00
2004 TOYOTA PRIUS	CARSVILLE INC	\$9,494.00
2004 TOYOTA PRIUS	CARSVILLE INC	\$9,500.00

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**FLEET OPERATIONS**

<b>DESCRIPTION</b>	<b>PURCHASER</b>	<b>PRICE RECEIVED by the Authority</b>
2004 TOYOTA PRIUS	CARSVILLE INC	\$9,450.00
2004 TOYOTA PRIUS	CARSVILLE INC	\$7,122.00
2004 TOYOTA PRIUS	CARSVILLE INC	\$9,535.00
2005 CHEVY K2500 SUBURBAN	APOLLO NORTHEAST SALES & SVCS INC	\$7,025.00
2005 CHEVY K2500 PICKUP	ABAR AUTO SALES	\$6,249.00
2005 CHEVY K2500 PICKUP	CONOVER ELECTRIC	\$6,928.00
2005 CHEVY TAHOE	BRAVO AUTO SALES INC	\$8,079.00
2005 CHEVY TAHOE	J&S COMMERCIAL CONSTRUCTION INC	\$7,109.00
2005 FORD ESCAPE	MICHAEL LAPORTA	\$5,359.00
2005 FORD F350 PICKUP	O'CONNELL ELECTRIC COMPANY INC	\$12,602.50
2005 FORD F350 PICKUP	O'CONNELL ELECTRIC COMPANY INC	\$12,602.50
2006 FORD ESCAPE	JAMES GENDRON	\$9,535.00
2006 FORD ESCAPE	JAMES ROOD	\$8,899.50
2006 FORD F250 PICKUP	CENTRAL AUTO SALES	\$12,202.50
2006 HONDA ACCORD	DANIEL REED	\$7,827.50
2006 HONDA ACCORD	MELLACE AUTO	\$7,585.00
2007 CHEVY IMPALA	CYNTHIA CULLINGS	\$6,625.00
2007 CHEVY IMPALA	NIETO CONTRACTORS INC	\$7,105.00
2007 CHEVY IMPALA	OFF FAIRWAY LLC	\$6,140.00
2007 CHEVY IMPALA	OFF FAIRWAY LLC	\$6,140.00
2007 CHEVY IMPALA	OFF FAIRWAY LLC	\$6,140.00

\* Includes items where the estimated Fair Market Value and/or Sale Price exceeded \$5,000

**POWER AUTHORITY OF THE STATE OF NEW YORK**  
**2011 ANNUAL REPORT OF DISPOSAL OF PERSONAL PROPERTY OVER \$5,000 \***  
**FLEET OPERATIONS**

<b>DESCRIPTION</b>	<b>PURCHASER</b>	<b>PRICE RECEIVED by the Authority</b>
2007 CHEVY IMPALA	TODD CRONISER	\$6,734.00
2007 CHEVY IMPALA	VIRKLER & SONS INC	\$8,075.00
2007 CHEVY TAHOE	APOLLO NORTHEAST SALES & SVCS INC	\$11,475.00
2007 CHEVY TAHOE	ASIA MOTORS INC	\$10,588.44
2007 CHEVY TAHOE	EXTREME UTILITY EQUIPMENT INC	\$11,717.50
2007 CHEVY TAHOE	M&M BROTHERS CAR SALES INC	\$10,588.44
2007 FORD F350 PICKUP	EXTREME UTILITY EQUIPMENT INC	\$11,558.44
2007 TOYOTA PRIUS	O'CONNELL ELECTRIC COMPANY INC	\$9,450.00
2007 TOYOTA PRIUS	O'CONNELL ELECTRIC COMPANY INC	\$9,530.00
2007 TOYOTA PRIUS	JOSEPH WALSEMAN	\$10,495.00
2007 TOYOTA PRIUS	O'CONNELL ELECTRIC COMPANY INC	\$9,525.00
2008 CHEVY AVALANCHE	ASIA MOTORS INC	\$8,745.44
2008 CHEVY AVALANCHE	M&M BROTHERS CAR SALES INC	\$8,648.44
2008 CHEVY AVALANCHE	M&M BROTHERS CAR SALES INC	\$8,565.00
2008 CHEVY AVALANCHE	M&M BROTHERS CAR SALES INC	\$8,648.44
2008 CHEVY IMPALA	NIETO CONTRACTORS INC	\$7,105.00
2008 FORD ESCAPE	UPSTATE AUTO SALES INC	\$6,708.44
	<b>FLEET SUBTOTAL:</b>	<b>\$ 725,080.85</b>
	<b>+ SUBTOTAL Page 3:</b>	<b><u>\$ 803,328.12</u></b>
	<b>GRAND TOTAL:</b>	<b><u>\$ 1,528,408.97</u></b>

\* Includes items where the estimated Fair Market Value and/or Sale Price exceeded \$5,000

**GUIDELINES**

**AND**

**PROCEDURES**

**FOR THE**

**DISPOSAL OF NEW YORK POWER AUTHORITY**

**REAL PROPERTY**

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**GUIDELINES AND PROCEDURES FOR THE DISPOSAL OF  
NEW YORK POWER AUTHORITY REAL PROPERTY**

**I. PURPOSE**

The purpose of these Guidelines and Procedures for the Disposal of Real Property ("Guidelines"), which comply with Title 5-A, Article 9 of the Public Authorities Law, is to establish the procedures that detail the Authority's policy and instructions regarding the disposal of real property. In addition, the Guidelines designate a Contracting Officer who is responsible for the Authority's compliance with, and enforcement of, the Guidelines.

**II. DEFINITIONS**

- 2.1 "Contracting Officer" shall mean the officer or employee of the Authority who shall be appointed by resolution of the Authority's Trustees to be responsible for enforcement of the Guidelines for the Disposal of Real Property. The "Contracting Officer" is hereby designated to be the Senior Vice President – Corporate Support Services, or equivalent(s) or designee.
- 2.2 For the purposes of these Guidelines, "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.
- 2.3 For the purposes of these Guidelines, "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.

- 2.4 "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.
- 2.5 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.

### **III. COMPLIANCE OVERVIEW**

The Public Authorities Accountability Act ("PAAA") 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 PAAA.
- 3.4 Prepare annual reports of Real Property Disposal transactions.

### **IV. DUTIES OF THE DIRECTOR OF REAL ESTATE**

- 4.1 The Director of 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 Director of Real Estate or equivalent(s) or designee shall annually 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 Director of 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 Director of 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 PAAA 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 PAAA. 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 PAAA 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 PAAA.

5.7 The Guidelines shall not apply to any transfers of jurisdiction by the Authority pursuant to Public Lands Law §3(4).

- 5.8 The Director of 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.
- 5.9 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.
- 5.10 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 5.9 above or (b) giving or withholding or neglecting to make any contribution of money, service or any other valuable thing for any political purpose.
- 5.11 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.

## **VI. AUTHORITY REAL PROPERTY REPORTS**

6.1 The Director of 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 Director of 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 Director of 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 which shall include a list and description of all Real Property including such 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 PAAA 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 Corporate Support Services/Enterprise Shared Services – Real Estate 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 NEW YORK POWER AUTHORITY**

**REAL PROPERTY**

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**GUIDELINES AND PROCEDURES FOR THE DISPOSAL OF  
NEW YORK POWER AUTHORITY REAL PROPERTY**

**I. PURPOSE**

The purpose of these Guidelines and Procedures for the Disposal of Real Property ("Guidelines"), which comply with Title 5-A, Article 9 of the Public Authorities Law, is to establish the procedures that detail the Authority's policy and instructions regarding the disposal of real property. In addition, the Guidelines designate a Contracting Officer who is responsible for the Authority's compliance with, and enforcement of, the Guidelines.

**II. DEFINITIONS**

- 2.1 "Contracting Officer" shall mean the officer or employee of the Authority who shall be appointed by resolution of the Authority's Trustees to be responsible for enforcement of the Guidelines for the Disposal of Real Property. The "Contracting Officer" is hereby designated to be the Senior Vice President – Corporate Support Services~~Enterprise Shared Services~~, or equivalent(s) or designee.
- 2.2 For the purposes of these Guidelines, "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.
- 2.3 For the purposes of these Guidelines, "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.

- 2.4 "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.
- 2.5 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.

### **III. COMPLIANCE OVERVIEW**

The Public Authorities Accountability Act ("PAAA") 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 PAAA.
- 3.4 Prepare annual reports of Real Property Disposal transactions.

### **IV. DUTIES OF THE DIRECTOR OF REAL ESTATE**

- 4.1 The Director of 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 Director of Real Estate or equivalent(s) or designee shall annually 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 Director of 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 Director of 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 PAAA 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 PAAA. 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.~~5~~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 PAAA 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 PAAA.

5.7 The Guidelines shall not apply to any transfers of jurisdiction by the Authority pursuant to Public Lands Law §3(4).

- 5.8 The Director of 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.
- 5.9 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.
- 5.10 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 5.9 above or (b) giving or withholding or neglecting to make any contribution of money, service or any other valuable thing for any political purpose.
- 5.11 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.

## VI. AUTHORITY REAL PROPERTY REPORTS

6.1 The Director of 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 Director of 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 Director of 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 which shall include a list and description of all Real Property including such 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 PAAA 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 Corporate Support Services/Enterprise Shared Services – Real Estate or the equivalent(s) may prepare and present ongoing reports regarding the Disposal of Real Property.

**VII. APPROVAL OF GUIDELINES BY THE AUTHORITY'S BOARD**

- 7.1 The Guidelines shall be annually reviewed and approved by the Authority's Trustees. On or before the thirty-first day of March in each year, the Authority shall file with the State Comptroller a copy of the most recently reviewed and approved Guidelines, including the name of the Authority's designated Contracting Officer. At the time of filing such Guidelines with the State Comptroller, the Authority shall also post such Guidelines on its internet website.

**Exhibit "B"**  
**March 27, 2012**

**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 Senior Vice President – Corporate Support 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 Accountability Act (“PAAA”).

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 DIRECTOR OF REAL ESTATE**

- 4.1 The Director of 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 Director of 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 Director of 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 Director of 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.

**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.

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- 6.1.2 The Authority may be called upon periodically to submit information regarding the Acquisition of Real Property to organizations implementing the PAAA or other statutes regulating the Acquisition of Real Property, such as the Authority Budget Office through the Public Authorities Reporting System ("PARIS").
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Exhibit "B"  
March \_\_, ~~2011~~2012

**GUIDELINES**

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- 6.1.3 The Authority's Governance Committee meets at least three times per year and staff from Corporate Support Services/Enterprise Shared Services – Real Estate or the equivalent may, upon request, prepare and present ongoing reports regarding the Acquisition of Real Property.

POWER AUTHORITY OF THE STATE OF NEW YORK  
2011 ANNUAL REPORT OF ACQUISITIONS OF REAL PROPERTY OVER \$15,000 IN VALUE

<u>Seller's Name</u>	<u>Price Paid by the Authority</u>	<u>Acres</u>	<u>Transfer Date</u>
Consolidated Edison Company of New York, Inc.	\$1,873,260.00	1.84	5/27/2011

POWER AUTHORITY OF THE STATE OF NEW YORK  
2011 ANNUAL REPORT OF DISPOSAL (CONVEYANCE) OF REAL PROPERTY OVER \$15,000 IN VALUE

<u>Purchaser's Name</u>	<u>Price Realized by the Authority</u>	<u>Surplus Parcel Acres</u>	<u>Transfer Date</u>
Patrick J. Curran and Lori K. Curran	\$18,400.00	0.92	1/12/2011
Edward Bendert and Patricia Bendert	\$34,500.00	0.46	7/7/2011

Fee interest conveyed unless otherwise noted.

**2011 Annual Report on  
Investment of Authority Funds**

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Section II	Explanation of the Investment Guidelines
Section III	A. Investment Income Record B. Fees Paid for Other Post-Employment Benefits Trust Fund C. Fees Paid for Nuclear Decommissioning Trust Fund D. Results of the Annual Independent Audit
Section IV	Inventory of Investments Held on December 31, 2011
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- and women-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 2011, the Authority's investment portfolio averaged approximately \$1.19 billion and earned approximately \$26 million.

The earnings, by fund, were as follows (dollars in millions):

Operating Fund	\$23
Capital (Construction Funds)	2
Other (Energy Services/Note Debt Reserve)	<u>1</u>
<b>Total</b>	<b><u>\$ 26</u></b>

The 2011 investment income is \$4 million less than in 2010. The decrease in investment earnings is attributable to reinvesting proceeds from matured securities and investing new cash flows into lower yielding securities subject to a prolonged low interest rate environment.

#### B. Fees Paid for Other Post-Employment Benefits Trust Fund Investment/Advisory Services

\$181,322	Baring Asset Management
\$ 53,318	BlackRock Investment Management, LLC
\$ 94,092	Bradford & Marzec, LLC
\$117,469	Brandywine Global Investment Management, LLC
\$ 90,532	C.S. McKee, L.P.
\$133,681	Fiduciary Management, Inc.
\$153,292	Global Currents Investment Management, LLC
\$103,719	PFM Asset Management, LLC (Advisory Services)
\$ 38,026	State Street Global Advisors
<u>\$125,824</u>	Urdang Securities Management, Inc.
\$1,091,275	Total

Fees were paid from the OPEB Trust Fund.

#### C. Fees Paid for Nuclear Decommissioning Trust Fund Investment/Advisory Services

\$183,892	Bradford & Marzec, LLC
\$104,739	Garcia Hamilton & Associates, L.P.
\$404,507	JPMorgan Investment Management, Inc.
\$108,891	Mellon Capital Management
\$ 50,000	PFM Asset Management, LLC (Advisory Services)
\$220,840	Prudential Investment Management, Inc.
<u>\$166,878</u>	Schroder Investment Management North America Inc.
\$1,239,747	Total

Fees were paid from the Nuclear Decommissioning Trust Fund.

**D. Results of the Annual Independent Audit**

In connection with its examination of the Authority's financial statements, KPMG LLP, 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. KPMG's report, a copy of which is attached as Exhibit "B," states that the Authority complied, in all material respects, with the requirements during the year ended December 31, 2011. 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.

## Independent Accountants' Report on Investment Compliance

Board of Trustees  
Power Authority of the State of New York:

We have examined the Power Authority of the State of New York's (Authority) compliance with Part 201.3 of Title Two of the New York Code of Rules and Regulations during the year ended December 31, 2011. 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 the standards applicable to attestation engagements contained in *Government Auditing Standards* issued by the Comptroller General of the United States and, accordingly, included examining, on a test basis, evidence supporting 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, 2011.

In accordance with *Government Auditing Standards*, we are required to report findings of deficiencies in internal control, violations of provisions of contracts or grant agreements, and abuse that are material to the Authority's compliance with Part 201.3 of Title Two of the New York Code of Rules and Regulations and any fraud and illegal acts that are more than inconsequential that come to our attention during our examination. We are also required to obtain the views of management on those matters. We performed our examination to express an opinion on whether the Authority complied with the aforementioned requirements and not for the purpose of expressing an opinion on the internal control over compliance with those requirements or other matters; accordingly, we express no such opinion. The results of our tests disclosed no matters that are required to be reported under *Government Auditing Standards*.

This report is intended solely for the information and use of management of the Authority, members of the Authority's Board of Trustees, the Authority Budget Office, and the New York State Office of the State Comptroller and is not intended to be and should not be used by anyone other than those specified parties.

March 15, 2012

NEW YORK POWER AUTHORITY  
 INVENTORY REPORT BY PORTFOLIO AND SECURITY TYPE  
 HOLDINGS AS OF: 12/31/11

Exhibit "A - Section IV"  
 March 27, 2012

<u>PORTFOLIO / SECURITY</u>	<u>SECURITY DESCRIPTION</u>	<u>PAR AMOUNT</u>	<u>MATURITY DATE</u>	<u>COUPON RATE</u>	<u>YIELD TO MATURITY</u>	<u>PRINCIPAL COST</u>	<u>INTEREST PURCHASED</u>	<u>TOTAL COST</u>
<b>PORTFOLIO: ENERGY SERVICES</b>								
FANNIE MAE								
313588VB8	DISCOUNT NOTE	<u>2,000,000.00</u>	4/2/2012		<u>0.020</u>	<u>1,999,868.88</u>	<u>0.00</u>	<u>1,999,868.88</u>
Subtotal:	FANNIE MAE	<u>2,000,000.00</u>			<u>0.020</u>	<u>1,999,868.88</u>	<u>0.00</u>	<u>1,999,868.88</u>
<b>Subtotal: PORTFOLIO: ENERGY SERVICES</b>		2,000,000.00			0.020	1,999,868.88	0.00	1,999,868.88
<b>PORTFOLIO: NIAGARA TAX EXEMPT</b>								
MUNICIPAL (Variable Weekly Reset)								
60636WGB5	MO ST HWY & TRANS	5,900,000.00	5/1/2015	0.090	0.090	5,900,000.00	0.00	5,900,000.00
5446522Q2	LA WASTEWTR REV	6,700,000.00	6/1/2028	0.040	0.040	6,700,000.00	0.00	6,700,000.00
20774HB29	CT ST HLTH & EDL	3,100,000.00	7/1/2029	0.010	0.010	3,100,000.00	0.00	3,100,000.00
04048RAB2	AZ BRD RGTS AZ ST UNIV	<u>4,035,000.00</u>	7/1/2034	0.070	<u>0.070</u>	<u>4,035,000.00</u>	<u>0.00</u>	<u>4,035,000.00</u>
Subtotal:	MUNICIPAL (Variable Weekly Reset)	<u>19,735,000.00</u>			<u>0.056</u>	<u>19,735,000.00</u>	<u>0.00</u>	<u>19,735,000.00</u>
<b>Subtotal: PORTFOLIO: NIAGARA TAX EXEMPT</b>		19,735,000.00			0.056	19,735,000.00	0.00	19,735,000.00
<b>PORTFOLIO: NIAGARA TAXABLE</b>								
FEDERAL HOME LOAN								
313384XP9	DISCOUNT NOTE	<u>3,000,000.00</u>	6/1/2012		<u>0.071</u>	<u>2,998,973.33</u>	<u>0.00</u>	<u>2,998,973.33</u>
Subtotal:	FEDERAL HOME LOAN	3,000,000.00			0.071	2,998,973.33	0.00	2,998,973.33
MUNICIPAL								
64971MM82	NYCGEN	4,000,000.00	2/1/2012	1.130	1.301	3,987,560.00	0.00	3,987,560.00
650035XJ2	NYSDev Con't Call	<u>2,500,000.00</u>	3/15/2013	0.500	<u>0.500</u>	<u>2,500,000.00</u>	<u>0.00</u>	<u>2,500,000.00</u>
Subtotal:	MUNICIPAL	<u>6,500,000.00</u>			<u>0.993</u>	<u>6,487,560.00</u>	<u>0.00</u>	<u>6,487,560.00</u>
<b>Subtotal: PORTFOLIO: NIAGARA TAXABLE</b>		9,500,000.00			0.702	9,486,533.33	0.00	9,486,533.33

NEW YORK POWER AUTHORITY  
INVENTORY REPORT BY PORTFOLIO AND SECURITY TYPE  
HOLDINGS AS OF: 12/31/11

Exhibit "A - Section IV"  
March 27, 2012

<u>PORTFOLIO / SECURITY</u>	<u>SECURITY DESCRIPTION</u>	<u>PAR AMOUNT</u>	<u>MATURITY DATE</u>	<u>COUPON RATE</u>	<u>YIELD TO MATURITY</u>	<u>PRINCIPAL COST</u>	<u>INTEREST PURCHASED</u>	<u>TOTAL COST</u>
<b>PORTFOLIO: NOTE DEBT RESERVE</b>								
MUNICIPAL								
20281PBK7	PA Common Wealth	<u>6,130,000.00</u>	6/1/2013	4.410	<u>4.192</u>	<u>6,191,054.80</u>	<u>0.00</u>	<u>6,191,054.80</u>
Subtotal:	MUNICIPAL	6,130,000.00			4.192	6,191,054.80	0.00	6,191,054.80
FEDERAL HOME LOAN								
3133XHXW7	FEDERAL HOME LOAN	4,695,000.00	11/27/2013	4.875	4.050	4,884,584.10	0.00	4,884,584.10
313374CH1	FEDERAL HOME LOAN	<u>3,895,000.00</u>	10/17/2014	1.000	<u>1.031</u>	<u>3,891,105.00</u>	<u>0.00</u>	<u>3,891,105.00</u>
Subtotal:	FEDERAL HOME LOAN	8,590,000.00			2.681	8,775,689.10	0.00	8,775,689.10
FANNIE MAE								
3135G0AN3	FANNIE MAE STEP CALLABLE 2/24/12	<u>5,015,000.00</u>	2/24/2014	0.875	<u>0.809</u>	<u>5,024,528.50</u>	<u>0.00</u>	<u>5,024,528.50</u>
Subtotal:	FANNIE MAE	<u>5,015,000.00</u>			<u>0.809</u>	<u>5,024,528.50</u>	<u>0.00</u>	<u>5,024,528.50</u>
<b>Subtotal: PORTFOLIO: NOTE DEBT RESERVE</b>		19,735,000.00			2.675	19,991,272.40	0.00	19,991,272.40
<b>PORTFOLIO: OPERATING LINKED DEPOSIT PROGRAM</b>								
CERTIFICATES OF DEPOSIT								
	M & T TRUST CO.	224,000.00	1/11/2012			224,000.00	0.00	224,000.00
	M & T TRUST CO.	68,000.00	1/11/2012	0.300	0.304	68,000.00	0.00	68,000.00
	M & T TRUST CO.	44,000.00	1/11/2012	0.212	0.215	44,000.00	0.00	44,000.00
	M & T TRUST CO.	140,000.00	2/8/2012	0.230	0.233	140,000.00	0.00	140,000.00
	M & T TRUST CO.	206,000.00	2/8/2012	0.098	0.099	206,000.00	0.00	206,000.00
	HSBC	86,000.00	2/10/2012			86,000.00	0.00	86,000.00
	M & T TRUST CO.	76,000.00	2/24/2012			76,000.00	0.00	76,000.00
	STEUBEN TRUST COMPANY	110,000.00	3/9/2012			110,000.00	0.00	110,000.00
	M & T TRUST CO.	44,000.00	3/30/2012	0.300	0.304	44,000.00	0.00	44,000.00
	HSBC	9,000.00	3/30/2012			9,000.00	0.00	9,000.00
	HSBC	44,000.00	4/6/2012			44,000.00	0.00	44,000.00
	HSBC	267,000.00	5/9/2012			267,000.00	0.00	267,000.00

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
	HSBC	66,000.00	5/10/2012			66,000.00	0.00	66,000.00
	GENESEE REGIONAL BANK	135,000.00	5/11/2012			135,000.00	0.00	135,000.00
	EVANS BANK, N.A.	45,000.00	5/23/2012			45,000.00	0.00	45,000.00
	M & T TRUST CO.	39,000.00	6/15/2012	0.737	0.747	39,000.00	0.00	39,000.00
	HSBC	27,000.00	7/6/2012	0.550	0.558	27,000.00	0.00	27,000.00
	HSBC	32,500.00	7/6/2012	0.930	0.943	32,500.00	0.00	32,500.00
	M & T TRUST CO.	210,000.00	7/6/2012	2.360	2.393	210,000.00	0.00	210,000.00
	FIRST NIAGARA BANK	52,000.00	7/6/2012	0.300	0.304	52,000.00	0.00	52,000.00
	M & T TRUST CO.	60,000.00	7/10/2012			60,000.00	0.00	60,000.00
	NBT BANK, N.A.	50,000.00	7/10/2012			50,000.00	0.00	50,000.00
	GLENS FALLS NTL BK	18,870.00	7/13/2012	0.680	0.689	18,870.00	0.00	18,870.00
	FIRST NIAGARA BANK	42,250.00	7/19/2012			42,250.00	0.00	42,250.00
	Chemung Canal Trust Company	98,365.00	8/28/2012			98,365.00	0.00	98,365.00
	ALLIANCE BANK N.A.	20,000.00	8/28/2012			20,000.00	0.00	20,000.00
	M & T TRUST CO.	43,000.00	9/7/2012			43,000.00	0.00	43,000.00
	M & T TRUST CO.	66,000.00	9/7/2012			66,000.00	0.00	66,000.00
	M & T TRUST CO.	100,600.00	9/18/2012			100,600.00	0.00	100,600.00
	M & T TRUST CO.	100,000.00	9/18/2012			100,000.00	0.00	100,000.00
	FIRST NIAGARA BANK	66,779.00	10/12/2012	0.030	0.030	66,779.00	0.00	66,779.00
	NBT BANK, N.A.	100,000.00	10/16/2012			100,000.00	0.00	100,000.00
	M & T TRUST CO.	28,000.00	10/19/2012	0.750	0.760	28,000.00	0.00	28,000.00
	M & T TRUST CO.	21,000.00	10/19/2012	1.555	1.577	21,000.00	0.00	21,000.00
	M & T TRUST CO.	53,000.00	11/2/2012	0.311	0.315	53,000.00	0.00	53,000.00
	HSBC	106,400.00	11/6/2012			106,400.00	0.00	106,400.00
	FIRST NIAGARA BANK	133,220.00	11/6/2012			133,220.00	0.00	133,220.00
	LYONS NATIONAL BANK	70,000.00	11/21/2012			70,000.00	0.00	70,000.00
	M & T TRUST CO.	32,000.00	11/29/2012			32,000.00	0.00	32,000.00
	ALLIANCE BANK N.A.	200,000.00	12/4/2012			200,000.00	0.00	200,000.00
	ALLIANCE BANK N.A.	90,000.00	12/4/2012			90,000.00	0.00	90,000.00
	M & T TRUST CO.	50,000.00	12/4/2012			50,000.00	0.00	50,000.00
	M & T TRUST CO.	23,000.00	12/12/2012			23,000.00	0.00	23,000.00
	GENESEE REGIONAL BANK	<u>255,000.00</u>	12/13/2012			<u>255,000.00</u>	<u>0.00</u>	<u>255,000.00</u>
Subtotal:	CERTIFICATES OF DEPOSIT	<u>3,751,984.00</u>			<u>0.207</u>	<u>3,751,984.00</u>	<u>0.00</u>	<u>3,751,984.00</u>
<b>Subtotal: PORTFOLIO: OPERATING LINKED DEPOSIT PROGRAM</b>		<b>3,751,984.00</b>			<b>0.207</b>	<b>3,751,984.00</b>	<b>0.00</b>	<b>3,751,984.00</b>
<b>PORTFOLIO: OPERATING FUND</b>								
FEDERAL FARM CREDIT								
31331YU40	FEDERAL FARM CREDIT	5,000,000.00	6/4/2012	3.875	4.224	4,936,850.00	0.00	4,936,850.00
31331JY56	FEDERAL FARM CREDIT	20,000,000.00	11/2/2012	0.400	0.488	19,965,400.00	0.00	19,965,400.00
31331YGE4	FEDERAL FARM CREDIT	38,950,000.00	12/4/2012	4.250	4.197	39,042,311.50	0.00	39,042,311.50
31331GTJ8	FEDERAL FARM CREDIT	15,000,000.00	4/17/2014	2.625	3.002	14,744,700.00	0.00	14,744,700.00
31331KNL0	FEDERAL FARM CREDIT	11,000,000.00	6/10/2015	1.375	1.361	11,005,830.00	0.00	11,005,830.00
31331J2S1	FEDERAL FARM CREDIT	10,000,000.00	11/16/2015	1.500	2.260	9,650,800.00	0.00	9,650,800.00
31331X3J9	FEDERAL FARM CREDIT	17,000,000.00	9/13/2016	5.125	4.308	17,987,510.00	0.00	17,987,510.00
31331YSH4	FEDERAL FARM CREDIT	22,625,000.00	1/5/2017	4.250	4.198	22,712,490.00	0.00	22,712,490.00
31331YE97	FEDERAL FARM CREDIT	<u>5,000,000.00</u>	4/17/2017	4.250	4.671	<u>4,848,150.00</u>	<u>0.00</u>	<u>4,848,150.00</u>
Subtotal:	FEDERAL FARM CREDIT	144,575,000.00			3.251	144,894,041.50	0.00	144,894,041.50

NEW YORK POWER AUTHORITY  
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HOLDINGS AS OF: 12/31/11

Exhibit "A - Section IV"  
March 27, 2012

<u>PORTFOLIO / SECURITY</u>	<u>SECURITY DESCRIPTION</u>	<u>PAR AMOUNT</u>	<u>MATURITY DATE</u>	<u>COUPON RATE</u>	<u>YIELD TO MATURITY</u>	<u>PRINCIPAL COST</u>	<u>INTEREST PURCHASED</u>	<u>TOTAL COST</u>
FEDERAL HOME LOAN								
3133XWW47	FEDERAL HOME LOAN	12,000,000.00	3/9/2012	1.125	1.050	12,016,440.00	0.00	12,016,440.00
3133XTLY0	FEDERAL HOME LOAN	21,800,000.00	5/4/2012	1.800	1.806	21,796,076.00	0.00	21,796,076.00
3133XBT39	FEDERAL HOME LOAN	9,950,000.00	6/8/2012	4.375	4.245	9,996,558.00	0.00	9,996,558.00
3133XYWB7	FEDERAL HOME LOAN	20,000,000.00	8/22/2012	0.875	0.425	20,164,400.00	0.00	20,164,400.00
3133XVEM9	FEDERAL HOME LOAN	20,000,000.00	11/21/2012	1.625	0.741	20,385,000.00	0.00	20,385,000.00
3133XQ2D3	FEDERAL HOME LOAN	10,000,000.00	3/8/2013	3.875	3.555	10,145,400.00	0.00	10,145,400.00
3133XYHD0	FEDERAL HOME LOAN	20,000,000.00	6/14/2013	1.625	0.949	20,380,000.00	0.00	20,380,000.00
3133XUPZ0	FEDERAL HOME LOAN	20,000,000.00	9/13/2013	2.625	2.180	20,327,400.00	0.00	20,327,400.00
3133XS3V8	FEDERAL HOME LOAN	30,000,000.00	9/27/2013	4.110	2.635	31,829,700.00	0.00	31,829,700.00
3133XSAE8	FEDERAL HOME LOAN	8,000,000.00	10/18/2013	3.625	2.720	8,288,880.00	0.00	8,288,880.00
3133XY6S9	FEDERAL HOME LOAN	6,130,000.00	10/29/2013	2.000	2.080	6,113,510.30	0.00	6,113,510.30
3133XWKV0	FEDERAL HOME LOAN	18,000,000.00	3/14/2014	2.375	1.348	18,535,740.00	0.00	18,535,740.00
313373JR4	FEDERAL HOME LOAN	10,000,000.00	5/28/2014	1.375	0.627	10,193,000.00	0.00	10,193,000.00
313371WB8	FEDERAL HOME LOAN	10,000,000.00	7/24/2014	1.150	1.346	9,930,800.00	0.00	9,930,800.00
313373X80	FEDERAL HOME LOAN CALLABLE 5/25/12	15,000,000.00	8/25/2014	1.220	1.244	14,988,750.00	0.00	14,988,750.00
313371SG2	FEDERAL HOME LOAN CALLABLE 10/24/12	20,000,000.00	10/24/2014	1.090	1.123	19,975,000.00	0.00	19,975,000.00
313371AF3	FEDERAL HOME LOAN	25,000,000.00	11/5/2014	1.290	1.291	24,998,750.00	0.00	24,998,750.00
3133XYBP9	FEDERAL HOME LOAN STEP CALLABLE 11/5/12	10,000,000.00	11/5/2014	2.000	2.000	10,000,000.00	0.00	10,000,000.00
313372ZR8	FEDERAL HOME LOAN	<u>20,000,000.00</u>	3/16/2015	1.800	<u>1.945</u>	<u>19,890,000.00</u>	<u>0.00</u>	<u>19,890,000.00</u>
Subtotal:	FEDERAL HOME LOAN	305,880,000.00			1.653	309,955,404.30	0.00	309,955,404.30
FANNIE MAE								
3135G0AK9	FANNIE MAE	20,000,000.00	2/26/2013	0.750	0.319	20,120,000.00	15,416.67	20,135,416.67
31398AJ94	FANNIE MAE	15,000,000.00	5/7/2013	1.750	1.816	14,970,300.00	0.00	14,970,300.00
3135G0BR3	FANNIE MAE	11,000,000.00	8/9/2013	0.500	0.629	10,970,300.00	0.00	10,970,300.00
31398AX31	FANNIE MAE	10,000,000.00	8/20/2013	1.250	1.117	10,040,000.00	0.00	10,040,000.00
31398A6D9	FANNIE MAE	20,000,000.00	11/18/2013	0.800	0.430	20,161,400.00	0.00	20,161,400.00
3135G0AN3	FANNIE MAE STEP CALLABLE 2/14/12	15,000,000.00	2/14/2014	0.875	0.809	15,028,500.00	0.00	15,028,500.00
31398AXJ6	FANNIE MAE	15,000,000.00	5/15/2014	2.500	2.882	14,736,750.00	0.00	14,736,750.00
3135G0BJ1	FANNIE MAE	25,000,000.00	6/27/2014	1.125	1.171	24,965,000.00	0.00	24,965,000.00
3135G0BY8	FANNIE MAE	20,000,000.00	8/28/2014	0.875	0.518	20,211,800.00	972.22	20,212,772.22
31398AYY2	FANNIE MAE	20,000,000.00	9/16/2014	3.000	2.548	20,372,800.00	0.00	20,372,800.00
3136FM6Z2	FANNIE MAE STEP CALLABLE 5/13/13	20,000,000.00	5/13/2015	1.375	1.377	20,000,000.00	0.00	20,000,000.00
31398AU34	FANNIE MAE	25,000,000.00	7/28/2015	2.375	2.091	25,304,500.00	0.00	25,304,500.00
31398A4M1	FANNIE MAE	60,000,000.00	10/26/2015	1.625	1.861	59,273,350.00	42,656.25	59,316,006.25
3135G0AL7	FANNIE MAE	20,000,000.00	3/15/2016	2.250	1.334	20,784,000.00	35,000.00	20,819,000.00
3135G0BA0	FANNIE MAE	10,000,000.00	4/11/2016	2.375	1.132	10,547,400.00	0.00	10,547,400.00
3135G0CM3	FANNIE MAE	35,000,000.00	9/28/2016	1.250	1.278	34,953,850.00	89,062.50	35,042,912.50
3135G0ES8	FANNIE MAE	<u>30,000,000.00</u>	11/15/2016	1.375	<u>1.307</u>	<u>30,020,400.00</u>	<u>8,020.83</u>	<u>30,028,420.83</u>
Subtotal:	FANNIE MAE	371,000,000.00			1.396	372,460,350.00	191,128.47	372,651,478.47

NEW YORK POWER AUTHORITY  
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Exhibit "A - Section IV"  
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<u>PORTFOLIO / SECURITY</u>	<u>SECURITY DESCRIPTION</u>	<u>PAR AMOUNT</u>	<u>MATURITY DATE</u>	<u>COUPON RATE</u>	<u>YIELD TO MATURITY</u>	<u>PRINCIPAL COST</u>	<u>INTEREST PURCHASED</u>	<u>TOTAL COST</u>
FREDDIE MAC								
3137EABY4	FREDDIE MAC	10,000,000.00	3/23/2012	2.125	1.109	10,228,400.00	0.00	10,228,400.00
313396WZ2	DISCOUNT NOTE	100,000.00	5/18/2012		0.071	99,964.42	0.00	99,964.42
3137EACK3	FREDDIE MAC	20,000,000.00	7/27/2012	1.125	0.598	20,195,200.00	0.00	20,195,200.00
3128X73U6	FREDDIE MAC	10,000,000.00	9/30/2012	3.875	2.017	10,610,300.00	0.00	10,610,300.00
3137EACJ6	FREDDIE MAC	15,000,000.00	4/15/2013	1.625	0.427	15,307,500.00	0.00	15,307,500.00
3134G2V41	FREDDIE MAC CALLABLE 1/25/12	30,000,000.00	10/25/2013	0.600	0.588	30,006,480.00	31,500.00	30,037,980.00
3137EABX6	FREDDIE MAC	20,000,000.00	1/7/2014	2.500	1.292	20,655,900.00	0.00	20,655,900.00
3128X9C73	FREDDIE MAC	20,000,000.00	2/19/2014	2.175	1.139	20,702,200.00	0.00	20,702,200.00
3137EACH0	FREDDIE MAC	15,000,000.00	2/9/2015	2.875	1.887	15,570,600.00	0.00	15,570,600.00
3137EACM9	FREDDIE MAC	20,000,000.00	9/10/2015	1.750	1.433	20,253,000.00	0.00	20,253,000.00
3137EACT4	FREDDIE MAC	<u>20,000,000.00</u>	5/27/2016	2.500	<u>1.176</u>	<u>21,197,400.00</u>	<u>0.00</u>	<u>21,197,400.00</u>
Subtotal:	FREDDIE MAC	180,100,000.00			1.091	184,826,944.42	31,500.00	184,858,444.42
MUNICIPAL								
958697HL1	WEST MINN MUN PWR AGY	1,000,000.00	1/1/2012	1.860	1.859	1,000,000.00	0.00	1,000,000.00
649870HU9	NYS FIN AGY	3,400,000.00	9/15/2012	5.015	4.250	3,503,224.00	0.00	3,503,224.00
649870JN3	NYS FIN AGY	1,000,000.00	9/15/2012	4.590	4.592	1,000,000.00	0.00	1,000,000.00
63968AQE8	NEBRASKA PUB PWR	3,135,000.00	1/1/2013	4.135	4.135	3,135,000.00	0.00	3,135,000.00
958697HM9	WEST MINN MUN PWR AGY	3,000,000.00	1/1/2013	2.190	2.189	3,000,000.00	0.00	3,000,000.00
649902Z22	NYS DORM PIT	3,000,000.00	3/15/2013	1.534	1.534	3,000,000.00	0.00	3,000,000.00
649870JP8	NYS FIN AGY	1,000,000.00	9/15/2013	4.810	4.812	1,000,000.00	0.00	1,000,000.00
977100AT3	WISCONSIN STATE	4,130,000.00	5/1/2014	4.319	4.457	4,099,768.40	0.00	4,099,768.40
163103RJ5	CHELAN CNTY WASH PUB DIST	2,500,000.00	7/1/2014	4.980	4.415	2,577,050.00	0.00	2,577,050.00
649870JQ6	NYS FIN AGY	2,000,000.00	9/15/2014	4.970	4.971	2,000,000.00	0.00	2,000,000.00
6055803G2	MISSISSIPPI BOND	3,465,000.00	10/1/2014	5.250	4.510	3,598,402.50	0.00	3,598,402.50
649902NP4	NYS DORM PIT	3,000,000.00	12/15/2014	4.811	4.812	3,000,000.00	0.00	3,000,000.00
73358TR78	PORT AUTH NY AND NJ	5,000,000.00	9/15/2015	4.500	4.716	4,932,750.00	0.00	4,932,750.00
6055803H0	MISSISSIPPI BOND	4,535,000.00	10/1/2015	5.250	4.660	4,693,180.80	0.00	4,693,180.80
64966JAW6	NYC G O	3,000,000.00	12/1/2015	3.170	1.500	3,192,210.00	3,170.00	3,195,380.00
57563EAF5	MASS TRANS	3,500,000.00	1/1/2016	2.058	2.058	3,500,000.00	0.00	3,500,000.00
20772GE20	CT ST GEN OBLIG	10,000,000.00	3/15/2016	4.550	4.550	10,000,000.00	0.00	10,000,000.00
73358TR86	PORT AUTH NY/ NJ	2,900,000.00	9/15/2016	4.750	5.140	2,824,165.00	0.00	2,824,165.00
64971QQV8	NYC TFA	3,950,000.00	11/1/2016	1.550	1.616	3,937,597.00	0.00	3,937,597.00
387892UX8	GRANT CITY WASH PUB UTIL	<u>3,415,000.00</u>	1/1/2017	5.150	<u>4.736</u>	<u>3,471,347.50</u>	<u>0.00</u>	<u>3,471,347.50</u>
Subtotal:	MUNICIPAL	66,930,000.00			2.861	67,464,695.20	3,170.00	67,467,865.20
REPURCHASE AGREEMENT								
	REPO O/N	<u>48,000,000.00</u>	1/3/2012	0.020	<u>0.020</u>	<u>48,000,000.00</u>	<u>0.00</u>	<u>48,000,000.00</u>
Subtotal:	REPURCHASE AGREEMENT	48,000,000.00			0.020	48,000,000.00	0.00	48,000,000.00

NEW YORK POWER AUTHORITY  
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Exhibit "A - Section IV"  
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<u>PORTFOLIO / SECURITY</u>	<u>SECURITY DESCRIPTION</u>	<u>PAR AMOUNT</u>	<u>MATURITY DATE</u>	<u>COUPON RATE</u>	<u>YIELD TO MATURITY</u>	<u>PRINCIPAL COST</u>	<u>INTEREST PURCHASED</u>	<u>TOTAL COST</u>
FREDDIE MAC (Mortgage)								
31393VUG4	FHR 2639 JE	6,657,542.94	1/15/2032	5.000	5.128	6,584,810.15	0.00	6,584,810.15
31394TNQ4	FHR 2762 LG	22,094,762.00	9/15/2032	5.000	5.239	21,521,679.11	0.00	21,521,679.11
31396E3Q7	FHR 3044 AJ	<u>443,140.82</u>	10/15/2035	5.500	<u>5.601</u>	<u>440,752.01</u>	<u>0.00</u>	<u>440,752.01</u>
Subtotal:	FREDDIE MAC (Mortgage)	29,195,445.76			5.219	28,547,241.27	0.00	28,547,241.27
FANNIE MAE (Mortgage)								
31393C4K6	FHR 2003-66 KA	<u>2,563,276.80</u>	1/25/2033	3.500	<u>3.501</u>	<u>2,576,093.18</u>	<u>0.00</u>	<u>2,576,093.18</u>
Subtotal:	FANNIE MAE (Mortgage)	2,563,276.80			3.501	2,576,093.18	0.00	2,576,093.18
GINNIE MAE (Mortgage)								
36225BM21	GNMA POOL #781277	526,721.24	12/15/2028	7.000	6.757	542,358.28	0.00	542,358.28
38375KQM7	GNMA POOL 2007-35	<u>15,000,000.00</u>	8/20/2036	6.000	<u>6.083</u>	<u>14,953,125.00</u>	<u>0.00</u>	<u>14,953,125.00</u>
Subtotal:	GINNIE MAE (Mortgage)	15,526,721.24			6.106	15,495,483.28	0.00	15,495,483.28
PROJECT LOAN (Mortgage)								
159996VD6	PROJ LN-REILLY #46	12,377.25	7/1/2012	6.860	6.947	12,330.84	0.00	12,330.84
158995MV9	PROJ LN-USGI 2028	162,358.99	5/1/2015	6.930	6.594	167,432.71	0.00	167,432.71
31342*E99	PL HS 10806 MORISANIA	<u>1,378,787.47</u>	4/1/2020	8.950	<u>9.074</u>	<u>1,378,787.47</u>	<u>0.00</u>	<u>1,378,787.47</u>
Subtotal:	PROJECT LOAN (Mortgage)	<u>1,553,523.71</u>			<u>8.798</u>	<u>1,558,551.02</u>	<u>0.00</u>	<u>1,558,551.02</u>
<b>Subtotal: PORTFOLIO: OPERATING FUND</b>		1,165,323,967.51			1.895	1,175,778,804.17	225,798.47	1,176,004,602.64
<b>PORTFOLIO: ST LAWRENCE SPEC</b>								
FANNIE MAE								
313588UR4	DISCOUNT NOTE	<u>3,800,000.00</u>	3/23/2012		<u>0.223</u>	<u>3,792,011.56</u>	<u>0.00</u>	<u>3,792,011.56</u>
Subtotal:	FANNIE MAE	<u>3,800,000.00</u>			<u>0.223</u>	<u>3,792,011.56</u>	<u>0.00</u>	<u>3,792,011.56</u>
<b>Subtotal: PORTFOLIO: ST. LAWRENCE SPEC</b>		3,800,000.00			0.223	3,792,011.56	0.00	3,792,011.56

NEW YORK POWER AUTHORITY  
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Exhibit "A - Section IV"  
March 27, 2012

<u>PORTFOLIO / SECURITY</u>	<u>SECURITY DESCRIPTION</u>	<u>PAR AMOUNT</u>	<u>MATURITY DATE</u>	<u>COUPON RATE</u>	<u>YIELD TO MATURITY</u>	<u>PRINCIPAL COST</u>	<u>INTEREST PURCHASED</u>	<u>TOTAL COST</u>
<b>PORTFOLIO: ST. LAWRENCE CONSTRUCTION</b>								
FEDERAL FARM CREDIT								
31331X3S9	FEDERAL FARM CREDIT	20,000,000.00	10/17/2012	4.500	3.986	20,448,000.00	0.00	20,448,000.00
31331X3G5	FEDERAL FARM CREDIT	5,500,000.00	9/13/2013	4.950	4.654	5,581,950.00	0.00	5,581,950.00
31331YHL7	FEDERAL FARM CREDIT	<u>6,500,000.00</u>	12/16/2013	4.150	<u>4.138</u>	<u>6,504,095.00</u>	<u>0.00</u>	<u>6,504,095.00</u>
Subtotal:	FEDERAL FARM CREDIT	32,000,000.00			4.132	32,534,045.00	0.00	32,534,045.00
FEDERAL HOME LOAN								
3133XML66	FEDERAL HOME LOAN	<u>5,500,000.00</u>	10/10/2012	4.625	<u>4.502</u>	<u>5,529,201.98</u>	<u>0.00</u>	<u>5,529,201.98</u>
Subtotal:	FEDERAL HOME LOAN	5,500,000.00			4.502	5,529,201.98	0.00	5,529,201.98
FANNIE MAE								
31398A4S8	FNMA	<u>6,000,000.00</u>	10/22/2013	1.050	<u>1.229</u>	<u>5,970,000.00</u>	<u>0.00</u>	<u>5,970,000.00</u>
Subtotal:	FANNIE MAE	6,000,000.00			1.229	5,970,000.00	0.00	5,970,000.00
FREDDIE MAC								
3137EAAR0	FREDDIE MAC	5,500,000.00	3/5/2012	4.750	4.413	5,571,667.42	0.00	5,571,667.42
313396VT7	DISCOUNT NOTE	<u>4,000,000.00</u>	4/18/2012		<u>0.071</u>	<u>3,998,460.00</u>	<u>0.00</u>	<u>3,998,460.00</u>
Subtotal:	FREDDIE MAC	9,500,000.00			2.585	9,570,127.42	0.00	9,570,127.42
MUNICIPAL								
650035JF6	NYSDev CONTINUOUS CALLABLE	<u>3,450,000.00</u>	12/15/2013	4.358	<u>4.359</u>	<u>3,450,000.00</u>	<u>0.00</u>	<u>3,450,000.00</u>
Subtotal:	MUNICIPAL	<u>3,450,000.00</u>			<u>4.359</u>	<u>3,450,000.00</u>	<u>0.00</u>	<u>3,450,000.00</u>
<b>Subtotal: PORTFOLIO: ST. LAWRENCE CONSTRUCTION</b>		<u>56,450,000.00</u>			<u>3.613</u>	<u>57,053,374.40</u>	<u>0.00</u>	<u>57,053,374.40</u>
<b>GRAND TOTAL</b>		1,280,295,951.51			1.932	1,291,588,848.74	225,798.47	1,291,814,647.21

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, 2011

<u>Dealers</u>	<u>Bids/Offers Accepted</u>	<u>Bids/Offers Solicited</u>	<u>Total Cost Purchases/Sales</u>	<u>CDs and Repurchase Agreements</u>	<u>Total Transactions</u>
Bank of America Securities	26	62	\$ 162,831,506	0	\$ 162,831,506
Barclays Capital Inc.	45	214	255,407,078	249,600,000	505,007,078
Blaylock Robert Van LLC	0	0	0	0	0
Cantor Fitzgerald	20	188	42,775,495	593,397,000	636,172,495
CastleOak Securities L.P.	4	14	134,416,365	0	134,416,365
Citigroup Global Markets	32	68	235,307,332	0	235,307,332
Goldman, Sachs & Co.	0	0	0	0	0
J.P. Morgan Securities Inc.	2	2	13,937,597	0	13,937,597
Key Bank	44	44	0	3,751,984	3,751,984
Loop Capital Markets LLC	1	13	10,019,000	0	10,019,000
M.R. Beal & Co.	0	0	0	0	0
Magna Securities Corp	0	0	0	0	0
Mizuho Securities USA Inc.	159	214	337,458,595	5,646,319,000	5,983,777,595
Muriel Siebert & Co.	11	19	195,748,603	0	195,748,603
Sandgrain Securities Inc.	5	8	81,631,500	0	81,631,500
<b>Grand Total</b>	<b>349</b>	<b>846</b>	<b>\$ 1,469,533,071</b>	<b>\$ 6,493,067,984</b>	<b>\$ 7,962,601,055</b>

PLEASE REFER TO THE PORTION OF THE EMPLOYEE POLICIES ENTITLED DISCLAIMERS WHERE YOU WILL FIND A STATEMENT WHICH PERTAINS TO ALL EMPLOYEE POLICIES, INCLUDING THIS ONE.

## RECRUITMENT AND JOB POSTING

- 1.1 The New York Power Authority considers all internal and external applicants for employment, in accordance with all applicable Federal, State and local laws governing non-discrimination in employment in every location in which it maintains offices or facilities. The Authority also provides reasonable accommodation to individuals with a disability in accordance with applicable law.
- 1.2 Offers of employment are contingent upon successful completion of pre-employment requirements, which include a comprehensive background investigation for all potential new hires and possible other candidate screening (i.e., aptitude test, drug screening, etc.) as the Authority deems appropriate.
- 1.3 Within three business days of employment, new employees must prove identity and eligibility to work in the United States by providing original documents established as criteria by the Immigration and Reform Control Act to their HR representative. If an employee is unable to present the required documents within the 3 business days, they may not work or continue rendering services to the Authority.

### Job Postings

- 2.1 The goal of the job posting policy is to ensure that employees are made aware of and have the opportunity to apply for open Full-time, Part-time and Provisional salaried positions either before or concurrent with the Authority's consideration of external candidates for employment. However, there may be conditions that would result in a decision to bypass the posting process, for example, if an internal candidate or temporary employee from the hiring department or Business Unit has been identified.
- 2.2 The job posting program makes information available to Authority employees, regarding Full-time, Part-time and Provisional salaried openings throughout the organization, including the requirements for each job.
- 2.3 To be eligible to apply for a posted position an applicant must:
  - a) Meet the minimum position requirements stated in the posting;
  - b) Be capable of performing the essential functions of the job, with or without reasonable accommodation;
  - c) Have a job performance that is acceptable within the guidelines of the Authority's prevailing performance management system;

- d) Have been in their current position for at least 12 months.
- 2.3 Salaried vacancies below the senior management level are generally posted on the *Powernet* and the Authority's website ([www.nypa.gov](http://www.nypa.gov)). Exceptions may be made at the discretion of the Human Resources Department Head, or if an internal candidate or temporary employee from the hiring department or Business Unit has been identified.
- 2.4 Salaried positions covered under this policy, which are not expected to be filled within the work group, department or Business Unit, will be posted on the *Powernet* and the Authority's website for at least ten working days, however, external recruitment efforts may commence simultaneous with the posting.

#### Internal Job Application Process

- 3.1 During the posting period, interested employees can apply via the *Powernet*.
- 3.2 If an employee interviews for a position at another NYPA location, he/she may be eligible for reimbursement for travel related expenses. If offered, and the employee accepts the position, he/she may be eligible for reimbursement of certain relocation costs. Employees should discuss these issues and options with their HR representative during the interview process.
- 3.3 Employees are required to notify their supervisor when they are selected for an interview. However, employees are not required to disclose that they are applying for a position if they are not selected for an interview. Employees being considered for a position should expect hiring managers to request and review performance information and evaluations while making a hiring decision and consult with an internal applicant's current supervisor.
- 3.4 Applying for an internal position does not guarantee an interview. Hiring managers will strive to interview those with the experience and qualifications that most closely match the requirements of the position. Internal candidates who are not selected will be notified.
- 3.5 Position transfer dates are determined in consultation with current supervisors. The business unit heads along with the managers of both the vacating and receiving departments must agree on a transfer date to ensure that such transfer occurs within four weeks after an offer has been accepted. The status of current work assignments and available back-up will be taken into consideration when determining the transfer date.
- 3.6 All changes in pay will be consistent with the guidelines established by the Compensation Program. The salary offered for the new position will be determined primarily based on the employee's qualifications for the new position and internal equity within the department or work group. Employees may choose to accept or decline offers without repercussions in their current position.

- 3.7 Special conditions may arise when an exception to this policy is appropriate. Under such circumstances, authorization must be obtained from the Human Resources Department Head.

#### Employment of Employee Relatives

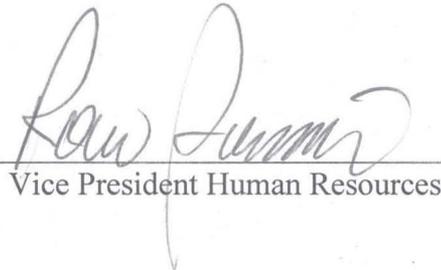
- 4.1 Employees may not take part in any hiring or employment decision relating to their relatives. The term "employee relative" shall mean any person living in the same household as the employee, officer or trustee and any person who is a direct descendant of that individual's grandparents or the spouse of such descendant. If a hiring or employment matter arises relating to an employee's relative, 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.
- 4.2 The Authority will not consider employment applications, promotions or transfers for individuals whose employment, promotion or transfer would result in a supervisory relationship between them and a relative (as defined in 4.1), or one where a conflict of interest may exist or later arise. Although there may be exceptions to these guidelines, the Authority will discourage these working relationships between relatives. Any exceptions to this section require the authorization of the Human Resources Department Head, or their designee, on a case-by-case basis and will include a review of various considerations, including, but not limited to the Authority's business needs, succession planning initiatives, and the nature of the relationship between the affected Authority employee and the applicant for employment, promotion or transfer.

#### Prohibition Against Consideration of Politics in Employment

- 5.1 The Authority expressly prohibits employees involved in recruiting, interviewing or hiring or making promotional, disciplinary or other employment decisions relating to NYPA employees, from asking any such applicant or employee to reveal: (a) the political party affiliation of the applicant; (b) whether the applicant has made campaign contributions to any political party, elected official, or candidate for elective office; or (c) whether the candidate voted for any elected official or candidate for elective office.
- 5.2 The provisions of paragraph 5.1 shall not apply to circumstances where such inquiry is necessary for the proper application of State law or approved state authority or New York State public authority rules, policies or practices (e.g., inquiring about party affiliation where State law limits the number of members of a State board who can be from the same party).

Penalties

- 6.1 Any employee who knowingly violates the provisions of sections 4.1 or 5.1 of this Policy may be subject to appropriate disciplinary action up to and including termination.



Row Sumner  
Vice President Human Resources

PLEASE REFER TO THE PORTION OF THE HUMAN RESOURCES POLICIES ENTITLED DISCLAIMERS WHERE YOU WILL FIND A STATEMENT WHICH PERTAINS TO ALL EMPLOYEE POLICIES, INCLUDING THIS ONE.

## SALARY ADMINISTRATION POLICY

- 1.1 This policy governs the administration of salary for all full-time, part-time and provisional exempt and non-exempt Authority employees, as defined in the Salaried Employees' Eligibility for Benefits policy. (EP: 3.1)
- 1.2 This policy describes the New York Power Authority's competitive pay program and provides guidelines in which to recognize and reward different degrees of performance through salary changes within budget limits.
- 1.3 All types of actions described in this policy, including the effective date of the salary action, require the approval of the Business Unit Head, the Vice President, Human Resources, the SVP Corporate Support Services, and the President and CEO or his/her designee. All requests require a summary of the reason for selection, change in role and responsibilities, succession planning actions and/or relevant information justifying the action. Any action affecting annual base salaries of Vice Presidents or higher, must also have approval of the Governance Committee.
- 1.4 In addition to section 1.3, any salary action varying from the guidelines of this policy is considered an exception and requires documentation, justification and majority approval from the Compensation Committee and the President and CEO. The justification must be a detailed explanation for the exception request (e.g., to bring the employee to the minimum of the range). Requests that are insufficient, will be returned for further justification.
- a) a)–The Compensation Committee is made up of the Business Unit Heads that report directly to the President and CEO, excluding the Business Unit Head directly involved in the request, and requires a minimum of three participants.
- 1.5 The Trustees and the Governance Committee will receive a monthly report of all salary actions implemented in the prior month.
- 1.65 Under the Fair Labor Standards Act, the Authority pays exempt employees on a salary basis and does not intend to make any deductions from these salaries which are prohibited. Any employee who believes an improper deduction may have occurred should raise the issue and bring supporting documentation, if any, to the attention of the Payroll department as soon as practicable after the deduction occurs. Payroll will then work with the Human Resources Compensation group and should it be determined that an improper deduction in fact occurred, the employee will be reimbursed for that amount. Complaints may also be communicated via the Employee Concerns Line [1-877-TEL-NYPA]

### Annual Salary Adjustment

- 2.1 Annual Salary Adjustments are intended to provide recognition and reward for performance within the parameters of the Authority's annual salary budget. However, neither an annual salary budget nor an annual Performance Plus assessment is a guarantee that a salary adjustment will occur.
- 2.2 An employee's Performance Plus rating summarizing his/her annual performance will be taken into consideration for Annual Salary Adjustment purposes and ensures that an employee is considered for a salary adjustment.
- 2.3 Eligibility:
- a) Only employees who receive a Performance Plus rating of Partially Achieved Expectations or better (see Performance Plus Instructions on the Powernet for ratings definitions), are eligible for an Annual Salary Adjustment.
  - b) No Annual Salary Adjustment will be given to employees who earn a Performance Plus rating of Did Not Meet Expectations.
  - c) New employees hired between September 1 and December 31 of the prior calendar year will not be eligible to be considered for an Annual Salary Adjustment until on or about September 1 in the year following their hire date.
- 2.4 Timing:
- a) Annual performance assessments will normally be completed during November. This is referred to as the Annual Performance Plus Assessment Period. Annual Salary Adjustments are generally effective on or about January 1. In the case of employees on leaves of absence, the effective date of increases may be adjusted (see section [2.6](#)).
  - b) The Annual Salary Adjustment is calculated on the employee's base salary as of December 31 of the prior calendar year.
- 2.5 General Guidelines:
- a) Base salaries of employees who earn a Performance Plus rating of Achieved Expectations or Partially Achieved Expectations can reach the maximum of the grade range for their job grade but cannot exceed it. Should an employee's base salary reach the maximum of the range or beyond, recommendations for an exception must have appropriate approvals as specified in section [1.4](#). If the maximum of the grade range is exceeded by the recommended salary increase, then the portion in excess of the maximum will be granted in the form of a lump sum payment which does not become part of base pay and must be

re-earned each year.

- b) Base salaries of employees who earn a Performance Plus rating of Exceeds Expectations may exceed the maximum of the grade range by 4%. If the recommended salary increase exceeds 4% above maximum, then the portion in excess of the maximum will be granted in the form of a lump sum payment which does not become part of base pay and must be re-earned each year.
- c) If an employee is still under the minimum of the grade range after receiving an Annual Salary Adjustment, the manager should contact the Human Resources Compensation group for guidance in moving the employee to the minimum of the grade range. This applies only to the employees who earn a Performance Plus Rating of Achieved Expectations or better.

## 2.6 Approved Leaves of Absence:

a) Performance Assessments – Annual performance assessments should be based on performance in the previous calendar year, regardless of the length of time the employee was on approved leave.

b) Annual Salary Increase, if

- 1) leave is less than 3 months – If the annual salary adjustment falls during an approved leave of less than three months, the annual salary adjustment for employees on such **paid leave** will be effective as of the common annual salary adjustment date. If on approved **leave with no pay** as of the common annual salary adjustment date, the annual salary adjustment will become effective on the day the employee returns to work or returns to paid status. The amount of the increase will not be affected by the leave.
- 2) leave is 3 months or longer - If the annual salary adjustment falls during an approved leave of three months or more, the annual salary adjustment will be effective on the date the employee returns to work, unless proscribed by any other policy, state or federal law. The amount of the increase will not be affected by the leave.

## Promotional Increases

3.1 A promotion is defined as the assignment of an employee to a ~~jobposition~~ of one or more grades higher than the employee's current ~~jobposition~~ and may be accompanied by an increase in salary.

## 3.2 Types of Promotions:

a) Competency Based: Competencies are essential knowledge, skills, and abilities required

by the Authority and which equip an individual to perform a certain level of work. Competency-based promotions are permitted for employees in limited and specific job families for which specific competency definitions have been developed and achieved.

- b) Re-evaluated position: when there is a change in work or reorganization resulting in a job having expanded responsibilities and increased level of competency, a market analysis should be requested by the Business Unit Head and forwarded to the Human Resources Compensation Group in order to assess supporting a higher grade range. (see section 5, Re-evaluation of Job Content).
- c) Organizational Promotion: acknowledges that an employee has been assigned a different job, in order to fill an open position with expanded responsibilities at a grade range higher than the employee's current position.

3.3 A promotion may include an increase in salary of up to 10%. This increase should place the employee's salary in the grade range of the new position. The new salary, however, is limited to a compa-ratio of 112% of the new range. For an Executive/Management Band (grade 27 and above) position the new salary is limited to the midpoint (100% compa-ratio).

3.4 When a 10% maximum promotional increase does not bring the employee's salary to the minimum of the new grade range, the employee may receive an additional salary increase with approval of the compensation committee (see section 1.4)

#### Market / Equity Adjustments

- 4.1 Upon the recommendation of the Human Resources Compensation group, an adjustment to base salary may be permitted to achieve internal and/or market equity.
- 4.2 Only employees who earn a Performance Plus rating of Achieved Expectations or better are eligible for a market adjustment.

#### Re-evaluation of Job Content

- 5.1 Each Business Unit head, or their designee, is responsible for ensuring that salaried jobs in their organization have accurate and up to date descriptions. Substantive changes in the primary responsibilities, scope and/or minimum qualifications must be communicated to the Human Resources Compensation group. Based on the revised description, the Compensation group, with the input of management, reviews and evaluates the job against both the marketplace and internal comparable positions.
- 5.2 Recommendation for changes to any job based on the evaluation are coordinated with and approved by the Business Unit Head.

~~5.3~~ ~~An evaluation may result in a~~A change in grade ~~after~~ ~~may occur as a result of the~~ reorganization of the work unit or ~~review of the job re-~~ ~~evaluation of the position.~~ If a ~~job position~~ is re-evaluated upward ~~due to as the result of~~ a significant change in job content, consideration may be given to granting a promotional increase as previously defined and outlined in Section 3.2 ~~(b)~~.

~~5.42~~ Employees whose positions are re-evaluated and downgraded and whose salaries are more than 4% above the maximum of the new grade range ~~may will~~ have their salaries reduced to 4% above the maximum of the new grade range.

#### Lateral Transfer

- 6.1 A lateral transfer occurs when an employee moves from one job to another which has the same grade range.
- 6.2 Generally, additional compensation will not be granted in the case of lateral transfers.
- 6.3 Moves that are temporary or part of a development plan or program, or job changes that are part of a specific work project may be considered for additional compensation.

#### Demotions

- 7.1 A demotion may occur as the result of inadequate employee performance, which leads to the employee being assigned to a new ~~job position~~ that is one or more grades below the current grade.
- 7.2 Employees demoted as a result of inadequate performance and whose salaries are above the maximum of the new grade range ~~may will~~ have their salaries reduced to no more than the maximum of the new grade range.

#### First Line Supervisor Differential

- 8.1 To prevent inequities between bargaining unit employees or equivalent ~~job positions~~, and their supervisors, First Line Supervisors (FLS) shall generally be paid a minimum five percent (5%) above the annualized **base rate** of pay of the highest paid supervised bargaining unit employee (or equivalent ~~job positions~~). This differential applies only to those FLS who achieve an annual Performance Plus rating of Achieved Expectations or better, for their prior year's performance.

*Note: **Base Rate** of pay is defined as the negotiated hourly rate for the job, excluding any*

other payments granted to an employee such as premiums and overtime.

#### Timing of Salary Actions ~~and Annual Cap~~

9.1 The Human Resources Compensation group will accept requests to review competency based promotion, market or equity adjustments, and grade re-evaluations during the 8-month period of February 1 through September 30, *only*.

9.2 Organizational promotion requests will be acted upon at any time during the year.

9.3 At least six months must elapse between any salary actions, inclusive of date of hire.

~~9.4 An annual maximum increase of 17.5% (based on the total of all increase percentages) will apply to all salary actions including, but not limited to, the Annual Salary Adjustment, promotional increases and any other base salary adjustments.~~

#### Sign-On & Retention

10.1 Special incentives for the purpose of attracting or retaining staff may be recommended as an exception with appropriate approvals as specified in 1.4.

#### Incentive Pay

11.1 An incentive is a lump sum award paid in recognition of the extraordinary achievement of an individual or a group, on special projects or in unique situations that are critical to the Authority.

11.2 An incentive plan may be developed upon the recommendation of the Business Group Head accountable for the results, the Vice President, Human Resources and the President and CEO his/her designee.

11.3 An incentive plan may be developed:

a) Before the start of a project, based on a pre-determined set of measures associated with the project goals and announced to those employees who are eligible, or

b) After exemplary completion of an extraordinary project that evolved during a given year.

11.4 Criteria for such an award must include extraordinary tangible benefits to the Authority such as reduced costs or increased revenue.

11.5 Incentive proposals in excess of \$15,000 per individual must have the concurrence of the Governance Committee.

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Vice President, Human Resources

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## SALARIED NON-EXEMPT AND FACILITY-BASED EXEMPT OVERTIME

- 1.1 This policy provides for the payment of overtime to eligible Authority employees (see *Eligible Employees* below). It permits the Authority to:
- a) comply with the Fair Labor Standards Act;
  - b) provide additional compensation to certain exempt positions for ensuring the safe and efficient generation and transmission of electricity during specified overtime events;
  - c) provide some relief for pay compression between bargaining unit employees and first line supervisors; and
  - d) manage overtime costs.
- 1.2 Eligible overtime is scheduled, authorized and approved time worked in excess of the normal workweek, under predetermined conditions related to specific Authority or facility requirements, priorities, special projects, or to maintain safe operating conditions.
- 1.3 Responsibilities:
- a) A Business Unit Head, Regional or General Manager, or their designee will establish the event (Section 1.2) for which overtime will be paid, and will be accountable for the direction, authorization and administration of overtime as covered by this policy.
  - b) The Controller or designee will provide periodic reports of overtime paid including year-to-date totals. The Business Unit Head, Regional or General Manager, or their designee will reconcile these reports against authorizations required by this policy and promptly notify the Controller or designee in writing of any discrepancies that require correction.
  - c) The Business Unit Head is responsible for the prudent use of overtime within the parameters established by the approved O&M Budget.
- 1.4 Eligible Employees:
- a) All salaried non-exempt employees are eligible for non-exempt overtime as required by the wage and hour laws of the Fair Labor Standards Act, as enforced by the U.S. Department of Labor.

- b) Facility-based salaried exempt employees are those employees whose work location of record in SAP is not White Plains, Albany or New York City. Headquarters salaried exempt employees are those whose work location of record in SAP is White Plains, Albany or New York City.
- c) First Line Supervisors – salaried exempt employees at the facilities whose job is to supervise union employees or the equivalent at non-union facilities.
- d) Salaried exempt employees at the facilities who are in grades E, 1, 2, 3, 4 and 5 and grades A, B, C, D and X may be eligible for exempt overtime compensation. Salaried exempt individual contributor employees working in the Trading room on a 24/7 shift and salaried exempt individual contributor Fuel Buyer positions supporting the Traders may be eligible for exempt overtime compensation despite location or grade.
- e) Headquarters salaried exempt employees, physically working at a facility as part of a specified temporary work project, and who are in grades E, 1, 2, 3, 4 and 5 may be eligible for exempt overtime compensation.
- f) Salaried exempt employees in grade 6 and in the Executive Management structure (EB, SMB, MB, SPB, SPL) are not eligible for overtime compensation under any circumstances other than the Buyers noted in 1.4 (d).

#### Non-Exempt Overtime

- 2.1 A non-exempt employee is one whose job duties do not meet the established tests for exemption under certain wage and hour laws of the Fair Labor Standards Act, as enforced by the U.S. Department of Labor.
- 2.2 On those occasions when it is necessary for non-exempt employees to work in excess of their basic workweek [see Attendance and Flexible Hours policy (EP: 4.6)], all additional time worked must be directed and authorized in advance in accordance with Sections 1.2 and 1.3(a).
- 2.3 Notwithstanding the requirements of Section 2.2 above, under the Fair Labor Standards Act, all non-exempt employees who work in excess of their basic workweek must record and be paid for all time worked.
- 2.4 The rate of pay for non-exempt employees is as follows:
  - a) Straight time for up to 40 hours in a workweek.
  - b) 1½ times the straight time equivalent hourly rate of the annualized salary for those hours worked beyond 40 hours in a workweek.

- c) Payment for time worked on a scheduled holiday will be paid at 1½ times the equivalent hourly rate.
- 2.5 Generally, time spent traveling on company business will not be counted as hours worked for overtime computation purposes.
- 2.6 For non-exempt employees, work time spent as a required or assigned participant in any training program, lecture, meeting or workshop, will be paid at the applicable rate of pay (Section 2.4) for that time period.

### Exempt Overtime

- 3.1 An exempt employee is one whose job duties meet the established tests for exemption under certain wage and hour laws of the Fair Labor Standards Act, as enforced by the U.S. Department of Labor.
- 3.2 Time worked in excess of the normal workweek at an employee's discretion will not be compensated. For eligible salaried exempt employees, all paid overtime must be approved in advance in accordance with Sections 1.2 and 1.3(a).
- 3.3 For salaried exempt employees in, or temporarily acting in, First Line Supervisor positions, approved overtime will be paid at 1½ times the hourly equivalent of the exempt employee's salary for hours of *actual supervision* of NYPA bargaining unit employees. Other overtime hours, if approved, will be paid at a straight time rate.
- 3.4 Eligible non-supervisory employees may be paid for all hours worked, in accordance with Section 1.2. Approved overtime will be paid at the straight time hourly equivalent of the exempt employee's salary.
- 3.5 Exempt employees who are preapproved to work during a scheduled holiday will be paid at 1½ times the hourly rate for First Line Supervisors, and 1 times the hourly rate for non-supervisory employees for actual hours worked in addition to their normal straight time pay for the holiday.
- 3.6 Eligible employees temporarily assigned to work at a facility will assume the basic workweek of the facility and their rate of pay for overtime purposes will be determined on that basis.

### Approval and Time Records

- 4.1 For eligible salaried exempt employees, an Overtime Approval form must be completed stating the employee's name, period of time for which the overtime has been requested and approved, a brief description of the task, and the employee's basic workweek hours (40). These must be reviewed and approved (signed) by a Business Unit Head and/or

Regional or General Manager, or designee, as appropriate. These records are retained by the applicable department or facility.

- 4.2 When a salaried exempt employee is temporarily assigned to an operating facility the time record should be approved by either the Business Unit Head or Regional or General Manager, or designee, as appropriate.
- 4.3 Payment for authorized overtime under the guidelines of this policy where practicable will be charged to the operating budget where the work is performed. The approved time report must clearly indicate the appropriate facility program code number to charge.
- 4.4 Payment to a salaried exempt employee for overtime that has not been specifically directed or authorized by those delegated the responsibility by this policy, will not be permitted under any circumstances. Issues with unauthorized non-exempt overtime will be addressed through the performance management process. [See Section 2 regarding treatment of non-exempt employees.]
- 4.5 This policy supersedes all prior policies and procedures regarding overtime for exempt and non-exempt personnel.

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Vice President, Human Resources

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## VARIABLE PAY PLAN

- 1.1 The VARIABLE PAY PLAN is a discretionary performance-based plan linked to the Authority's accomplishments at various levels. Each year, the Trustees of the New York Power Authority [the "Authority], or their designees, may approve VARIABLE PAY as part of the overall salaried compensation program.
- 1.2 This policy governs the administration of VARIABLE PAY for all full-time, part-time and provisional exempt and non-exempt salaried Authority employees, as defined in the Employee Eligibility for Benefits policy (EP: 3.1).
- 1.3 This policy enables the New York Power Authority:
  - a) To compensate employees based on the performance results of the Authority, each business unit or department, and the individual employee, in a given calendar year;
  - b) To reinforce the focus on performance by enabling employees to benefit in proportion to the results they produce.

### General Guidelines

- 2.1 Upon Trustee approval, availability of VARIABLE PAY in any given year is based on minimum Authority goals (one or more "go/no go criteria").
- 2.2 The maximum amount (% of salary) of VARIABLE PAY is determined prior to the start of the year.
- 2.3 Strategic Authority goals and performance measures for each business unit and department form the basis for determining the amount of VARIABLE PAY employees in each group can earn. These measures are established by the beginning of the applicable calendar year.
- 2.4 In addition, PERFORMANCE PLUS ratings further determine eligibility for, and the specific amount of, VARIABLE PAY individual employees may receive.
- 2.5 VARIABLE PAY is awarded as a lump sum payment, generally in the first quarter of the calendar year following the year for which performance is measured.

### Variable Pay Calculation

- 3.1 Authority and business unit and department performance results are combined at year-end to develop the VARIABLE PAY percentage. The combination of results is as follows:

Power Operations – Headquarters

- 50% from NYPA overall measures
- 50% from business unit

Power Operations – Facilities

- 50% from NYPA overall measures
- 50% from facility-specific measures

Transmission

- 40% from NYPA overall measures
- 60% from business unit

Other Business Groups, Units & Departments

- 75% from NYPA overall measures
- 25% from business unit / department

- 3.2 The VARIABLE PAY percentage is applied to base salary only, earned as of December 31st of the applicable calendar year. For non-exempt salaried employees, it is applied to base salary plus any approved overtime payments earned as of December 31.

### Individual Eligibility

- 4.1 Generally, VARIABLE PAY will be awarded to all eligible employees [see section 1.2] employed by the Authority on the last regular working day of the prior calendar year, at the employees' normal work location. Employees hired after September 30<sup>th</sup> or with less than 3 months of continuous service with the Authority are not eligible to participate in the VARIABLE PAY PLAN.
- 4.2 An employee must earn a PERFORMANCE PLUS rating of '1', '2', '3' or '4' to receive VARIABLE PAY. [For ratings definitions, go to "Human Resources - Human Capital & Development" on the NYPA Powernet].
- 4.3 A PERFORMANCE PLUS rating of '4' will earn 1/3 of the applicable business unit or department VARIABLE PAY amount.
- 4.4 No VARIABLE PAY is earned by an employee receiving a PERFORMANCE PLUS rating of '5'.
- 4.5 The percentage of VARIABLE PAY each employee earns is based generally upon the performance results of the Authority, the business group, unit or department to which the individual is assigned, and the individual's PERFORMANCE PLUS rating.

- 4.6 VARIABLE PAY, for an employee who is assigned to a different business unit or department for 3 or more months during the calendar year, will be calculated by pro-rating proportionally the VARIABLE PAY percentage from each group.

Union Participation

- 5.1 Participation in the VARIABLE PAY PLAN by Authority bargaining unit employees is subject to the terms of the applicable collective bargaining agreement between the New York Power Authority and any recognized labor organization.

Leaves of Absence

- 6.1 For employees on an approved leave in excess of three months during the calendar year, VARIABLE PAY will be prorated by the length of the leave that exceeds three months.

Exceptions

- 7.1 Exceptions to the policy require the specific approval of the Human Resources Department Head, or designee, for positions up to, but not including Executive/Management Band positions. The approval of the President & Chief Executive Officer, or designee, is required for exceptions involving Vice Presidents and Executive/Management Band positions.



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Executive Vice President  
Corporate Services & Administration

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## SALARIED EMPLOYEE CATEGORIES AND ELIGIBILITY FOR BENEFITS

- 1.1 This policy defines the various categories of salaried Authority employees, and the benefits available to each category. The category of an employee will determine the applicable benefits.

### Definitions

- 2.1 A salaried Authority employee, whose status is full-time or part-time, transitional, provisional, temporary, or intern, is classified as either an exempt or non-exempt salaried employee depending on the job he/she performs or the position he/she fills. A cooperative employee is classified as non-exempt.
- a) Full-time Authority Employee – An employee who works at least 37½ or 40 hours per week (as determined by Business Unit or Department), if assigned to the Albany or White Plains Office, or 40 hours per week, if assigned to an operating facility.
  - b) Transitional Employee – A full-time Authority employee with a written development plan designed to prepare that employee to fill an anticipated vacancy in another Authority position within a designated time-frame.
  - c) Part-time Authority Employee – An employee who has worked full-time for a minimum of one year, and whose status has changed from full-time to part-time without a break in service (employment with the Authority has not been terminated); and who works a minimum of 20 hours per week but less than 37½ or 40 hours (whatever is applicable) if assigned to the Albany or White Plains Office, or at least 20 but less than 40 hours if assigned to an operating facility.
  - d) Provisional Employee – Employed on a *full-time basis for a specific* project or assignment for a period that is expected to last at least one year but not more than three years, and who is paid directly by the Authority.
  - e) Temporary Employees – Employed for a period of not more than one year (from date of hire) **unless approval to extend employment for an additional period is received from headquarters Human Resources Department Head and the Budget Department.**
    - 1) Full-time Temporary Employee – employed on a full-time basis for a specific position or assignment, and who is paid directly by the Authority.

- 2) Part-time Temporary Employee – employed on a part-time basis for a specific position or assignment, and who is paid directly by the Authority.
- 3) Temporary Intern – employed on a full-time or part-time basis for a specific position or assignment, not to exceed six months in a given calendar year, and who is paid by the Authority.
- 4) Cooperative – (“Co-op”) – employed on a full-time basis while enrolled full-time at an accredited college or university in a work/study or cooperative education curriculum and who receives credits towards his/her course of study. Cooperative employees may be paid or unpaid by the Authority.
- 5) Developmental Intern – employed on a full-time or part-time basis while enrolled in an accredited college or university in a curriculum related to the temporary assignment at the Authority. Additional guidelines apply to Developmental Interns under the Human Resources Developmental Intern Program.

### Benefits

- 3.1 Full-time Authority Employees or Transitional Employees (as defined in 2.1 a and b) are eligible to receive the Authority benefits as listed in the FlexAbility Guidebook and Benefits Handbook ([see NYPA intranet page for this information](#)).
- 3.2 Part-time Authority Employees (as defined in 2.1 c) are eligible to receive Authority benefits with the following qualifications:
  - a) Retirement System - New York State and Local Retirement System service credit for part-time Authority employees is pro-rated based on the number of hours worked per week.
  - b) Educational Assistance Program - The Educational Assistance Program benefit is pro-rated based on the number of hours worked per week.
  - c) Vacation and Sick Leave - Vacation and sick leave credits are based on the number of hours worked per week.
  - d) Holidays - Part-time Authority employees who work less than a full day (as applicable to their respective job location) are eligible for compensation for holidays based on the number of hours worked per day. However, if an employee works less than a full week, and a holiday falls on a day an employee is not scheduled to work, he/she will not be paid for that holiday.
  - e) Flex Credits – Flex Credits are based on a reduced flat amount.

f) Insurance - Life insurance and long-term disability are adjusted based on the employee's pro-rated pay.

3.3 Provisional Employees (as defined in 2.1 (d)) are eligible for some Authority benefits, as follows:

- a) Flex Credits based on a reduced flat amount
- b) Mandatory participation in the New York State and Local Retirement System
- c) Vacation time will be credited as stated in the Vacation Policy (EP 3.2)
- d) sick leave will be accrued as stated in the Sick Leave Policy (EP 3.9)

A provisional employee does not receive the following Authority benefits:

- a) Life Insurance
- b) Long-Term Disability
- c) Educational Assistance
- d) Payment for holidays that fall on a day the employee is not scheduled to work (refer to 3.2 (d) for more details about holiday pay)

3.4 Temporary Employees (this includes Full-time and Part-time Temporary Employees, Co-ops and all Interns) are not eligible to receive Authority benefits with the following exceptions:

- a) Participation in the New York State and Local Retirement System is optional for a temporary part-time employee or for a full-time temporary employee whose period of employment is less than one year. Membership in the New York State and Local Retirement System is mandatory for a full-time temporary employee whose employment exceeds one year (prior approval must be obtained from headquarters HR and the Budget Department).
- b) Temporary Employees are not paid for holidays unless they work on a holiday.
- c) Any requests to hire a NYPA retiree (including NYPA retirees who have suspended their pensions) into temporary or provisional positions must be approved by the President & Chief Executive Officer. The request for approval must contain documentation of the need to continue services ~~for~~ from that individual.
- d) New York Power Authority retired employees who return to Authority employment and have suspended their New York State Retirement System pension because they have exceeded the annual earnings limitation as specified under Section 212 of the New York Retirement and Social Security Law shall retain their Authority-provided retiree benefits for a period of up to six months.

NEW YORK POWER AUTHORITY

EP: 3.1

EMPLOYEE POLICY

REVISION: 7

DATE:

11/08/2011

- 3.5 For more detailed information about the applicable employee benefits as listed above, please refer to the FlexAbility Guidebook and Benefits Handbook.

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Vice President, Human Resources

## 1.0 Objectives

1.1 This policy provides for the reimbursement of reasonable and prudent meal expenses employees incur in the performance of their ~~job~~ duties. Each employee is responsible for ensuring that submitted expenses are accurate and in compliance with the provisions of the policy. The approving supervisor is responsible for ensuring cost effectiveness and reasonableness of expenses incurred as well as compliance with policy.

1.2 This policy is established to ensure:

- a. that employees are reimbursed for the necessary and reasonable cost of meals incurred while performing their duties
- b. meal reimbursement guidelines are clearly communicated to staff and consistently applied, and
- c. meal expenses are reimbursed within Authority policy limits

1.3 The policy applies to reimbursement of all meals except for those covered by union agreements.

## 2.0 General

2.1 Meals eligible for reimbursement are incurred by an employee:

- a. while traveling overnight on Authority business.
- b. while taking a day trip on Authority business.
- c. in connection with working overtime.
- d. as a "working meal" during a business meeting.

Specific guidelines governing reimbursement are provided in the following sections of this policy.

2.2 Requests for reimbursement are required to include identification of the meal (breakfast, lunch or dinner) with an explanation of its business purpose. Receipts are required for individual meals with a cost in excess of \$10. All reimbursement requests require the approval of the employee's supervisor / manager or business unit head before processing for payment.

2.3 Employees who hold the company-sponsored ~~corporate travel American Express~~ card should use the card to pay for business meals. If an employee does not have a corporate ~~travel~~ card, the use of a personal card is encouraged. (Authority policy requires the use of the corporate ~~American Express travel~~ card to pay for all business transportation\*, lodging, and car rentals in order to ensure proper receipt documentation and eligibility for special negotiated fares) (Refer to CAP 1.7 ~~American Express~~ Corporate ~~Travel~~ Card Program for further details).

\* Except for air/rail travel which should be charged to the Authority's direct billed Citicard.

Employees may use the company procurement credit card ~~/check~~ (procard) with direct billing to the Authority to pay for meals incurred for internal training courses and working meetings including board and management committee meetings. The procurement card should not be used for any other meal expenses. Refer to Corporate Accounting Policy CAP 4.1 Petty Cash for further details.

### **3.0 Policy Details**

#### **3.1 Overnight Travel**

Employees traveling on business that requires an overnight stay will be reimbursed for **actual costs, but shall not exceed** and reasonable meal costs up to the following maximum daily amounts:

\$55	travel to upstate facilities (BG, CEC, Niagara, St. Law-FDR, Albany)
\$70	travel to downstate facilities (White Plains, New York swing office, <del>Poletti</del> <u>500MW</u> and Flynn)
\$70	other travel

When on overnight travel status, employees will be reimbursed for breakfast when travel begins before 7:00 AM, for lunch when travel begins before noon, and for dinner when returning home after 7:00 PM.

Employees who spend more than the maximum daily amount should reduce their reimbursement requests for the applicable days to the appropriate amounts (i.e. \$55 or \$70 depending on the destination). The Authority reimburses employees for the cost of breakfast, lunch, and dinner within these meal guidelines. The cost of food and beverages between breakfast, lunch, and dinner is not reimbursable.

#### **3.2 Day Trips**

Employees taking day trips to conduct Authority business will be reimbursed for meals based on travel times. Reimbursements will be provided (1) for breakfast, if the employee leaves home at least one hour before their normal departure time, and (2) for lunch, if the employee is on travel status during their normal lunch hour, and (3) for dinner, if the employee returns home at least two hours after their normal returning time. The Authority reimburses employees for the cost of breakfast, lunch, and dinner within these meal guidelines. The cost of food and beverages between breakfast, lunch, and dinner is not reimbursable.

### **3.3 Overtime Meals**

Employees are eligible for reimbursement of actual expenses for dinner when they work two hours of overtime during a weekday. On Saturdays, Sundays or holidays, employees are entitled to reimbursement of actual expenses for

- a lunch if they work 4 hours or more.
- b Dinner if they work 7 hours or more.

Reimbursements cannot exceed the actual cost of the meal. There is no "reimbursement allowance" if a meal is not purchased.

### **3.4 Limits**

Reimbursements for business meals incurred on day trips and for overtime meals will be based on actual ~~and reasonable~~ meal costs ~~up to~~ but shall not exceed the following maximum amounts:

- Breakfast \$10 (day trips only)
- Lunch \$20
- Dinner \$40

### **3.5 Authority- Provided Meals**

Whenever the Authority pays directly for a meal, the employee is not entitled to a meal payment. This provision also pertains to arrangements made by certain operating plants, with local restaurants, that provide a meal to an employee through the issuance of a "meal ticket". The cost of a meal obtained by a meal ticket should be within reasonable limits as determined by the Site Regional Manager. Meal tickets can only be used by the employee to whom it was issued and only on the day overtime is worked.

### **3.6 Business Meals**

Business meals will be reimbursed when the meal is provided as a "working meal" during a meeting (on or off the premises) for the convenience of the Authority and for the efficient conduct of business. In all cases of business meals, the senior employee in attendance should pay the bill and file the expense report. All reimbursement requests require the approval of the employee's supervisor/manager or business unit head before processing for payment.

#### **3.6.1 Meals with business guests**

Employees will be reimbursed for the actual ~~and reasonable~~ cost of meals, up to \$70 per person, with business guests (i.e. non-Authority employees) on or off the Authority's premises when the meal is approved by a vice president or equivalent or higher position. The nature of business discussed, as well as the name, title, and affiliation of each business guest, must be documented on the employee's expense statement.

The senior NYPA employee in attendance should pay the bill and file an expense report for reimbursement.

If the business meal is with an outside vendor and/or 3<sup>rd</sup> party contractor, the outside vendor and/or 3<sup>rd</sup> party contractor should **not** be permitted to pay the bill.

### **3.6.2 Authority Employees Only**

In situations where it is necessary for the efficient conduct of business, employees will be reimbursed for the cost of an on-premises meal (breakfast or lunch only) with other Authority employees up to \$30 per person, in connection with a working meeting or conference. Reimbursement of off-premises meals where only Authority employees are present will be permitted only when deemed appropriate for business purposes and authorized in writing by a vice president or equivalent or higher position. The cost of such meals should not exceed \$70 per person. The senior NYPA employee in attendance should pay the bill and file an expense report for reimbursement.

### **3.7 Extended Assignments**

Employees who work on an extended assignment (i.e. assignments for more than three months but less than one year) at a location other than their assigned work location may elect to receive: (1) reimbursement of actual and reasonable meal and lodging expenses or (2) a daily per diem, based on IRS guidelines, covering meals, lodging and incidental expenses (e.g., laundry, tips, etc.) Per diem arrangements must be approved by the appropriate business unit head and the Vice President and Controller. Amounts will be set by the Director ~~of~~ General Accounting & Financial Reporting (or his designee) based on Federal guidelines.

### **3.8 Non-Reimbursable Meal Expenses**

#### **3.8.1 Excessive Meal Expenses**

While the Authority expects its employees to have good meals at reasonably priced restaurants when traveling, and to conduct business in comfort, it also expects its employees to exercise good judgment. Accordingly, charges exceeding limits established by this policy will be considered personal expenses and will not be reimbursed.

#### **3.8.2 Personal Meals**

Meals in connection with retirement, farewells, birthdays, holidays and similar events are considered personal and will not be reimbursed.

### **4.0 Taxability**

Meal reimbursements that are not associated with overnight travel are generally considered taxable income under IRS regulations, and are therefore subject to withholding of social security and income taxes unless such payments are classified as de minimus by the Vice President – Controller’s office. Taxable meal reimbursements include those associated with day trips and

overtime. Reimbursements for working meals during meetings (Section 3.6) are not subject to taxes.

## **5.0 Responsibilities**

### **5.1 Employee**

Employees have primary responsibility for ensuring that meal expenses are necessary and reasonable, fully - documented as to business purpose, supported by receipts, properly submitted on the appropriate form, accurately coded in the proper account, and otherwise in compliance with the provisions of this policy. Employees should also exercise sound business judgment and common sense whenever they incur expenses to be paid by the Authority.

### **5.2 Approving Supervisors and Managers**

Approving supervisors and managers are responsible for ensuring that their employees understand the content and intent of this policy before expenses are incurred and that the provisions of this policy are met. Supervisors must ensure that Authority funds are spent wisely and carefully, that their employees have submitted appropriate, reasonable and prudent expenses and that all expenses, except as noted otherwise, are submitted on expense reports. In addition they are responsible for ensuring that their employees seek cost-effective solutions to situations/needs, carefully reviewing their employees' expense reports and confirming that coding for expenses to be reimbursed is accurate.

### **5.3 Facility Site Managers of Finance & Administration Business Services Headquarters Accounts Payable Manager**

The Site Facility Managers of Finance & Administration, Business Services, at the operating plants, and the Accounts Payable Manager, at the Headquarters Office, are responsible for implementing and administering this policy at their respective locations. This responsibility includes ensuring their staff properly reviews, processes, and retains all reimbursement requests received.

### **5.4 Headquarters Accounts Payable Manager and Headquarters Payroll Manager**

The Headquarters Accounts Payable Manager and Headquarters Payroll Manager are jointly responsible for ensuring that meal reimbursements are properly included in the employee's paycheck (i.e. by separate check or direct deposit), taxable reimbursements are reported on the employees W-2 Wage and Tax Statement and social security and income taxes are withheld.

### **5.5 Director - of General Accounting & Financial Reporting**

The Director of Accounting or his authorized designee is responsible for overall implementation, administration, and maintenance of this policy on a company-wide basis.

## **5.6 Vice President - Controller**

The Vice President - Controller must approve any deviations from this policy.

## **6.0 References**

**6.1.1** Agreement between the Power Authority of the State of New York and Local Unions 2032 and 2104 of the International Brotherhood of Electrical Workers IBEW, AFL-CIO, 2006-2011, as amended or superseded from time to time.

**6.1.2** Agreement between the Power Authority of the State of New York and Local Union 1-2 of the Utility Workers Union of America (UWUA), AFL-CIO, 2004 - 2009, as amended or superseded from time to time.

**6.2** CAP 1.7 ~~American Express~~ Corporate Travel Card Program.

**6.3** CAP 7.4 Processing Overtime Meal Payments

**6.4** CAP 4.1 Petty Cash

**6.5** Credit Card Procurement System Policy & Procedures (Rev. 11/08)

**6.6** Travel Hand Book, NYPA Powernet website, Travel Desk section.

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Vice President-Controller

PLEASE REFER TO THE PORTION OF THE EMPLOYEE POLICIES ENTITLED DISCLAIMERS WHERE YOU WILL FIND A STATEMENT, WHICH PERTAINS TO ALL EMPLOYEE POLICIES, INCLUDING THIS ONE.

## ATTENDANCE AND FLEXIBLE HOURS

- 1.1 To ensure an efficient and productive work environment, this policy establishes basic hours of daily work, basic workweek, flexible hours, punctuality guidelines, and guidelines for reporting to work in the event of inclement weather, transportation or other emergency situations for salaried employees. The workhours, workweek and lunch schedules may vary at different NYPA work locations.
- 1.2 NYPA expects all employees, regardless of location, to assume responsibility for their attendance and promptness, and to begin work no later than their designated start time. Employees should anticipate that NYPA work locations will be open every workday.

### Basic Workhours and Workweek

- 2.1 If an employee works in the White Plains or Albany Office:
  - a) The basic daily hours of work may vary based on department needs. This is defined as "flexible hours." The typical workday may begin anytime between 7:00 am and 9:30 am.
  - b) The basic workweek shall consist of five workdays (in a seven-day period) of seven and a half hours each, exclusive of mealtime.
  - c) A lunch period is normally provided between the hours of 12:00 pm and 2:00 pm unless adjusted by an employee's supervisor. ~~Phone and staff coverage must be provided during lunch hours.~~
- 2.2 If an employee works at a location where NYPA generation or transmission facilities are operated or maintained and the normal workweek is 40 hours, the following shall apply:
  - a) For salaried employees the basic daily hours of work shall be determined by the Regional Manager or the person otherwise responsible for the work location. The typical workday may begin anytime between 7:00 am and 9:00 am.
  - b) The basic workweek shall consist of five workdays, (in a seven-day period) of eight hours each, exclusive of mealtime, and shall be determined by the Regional Manager or the person otherwise responsible for the work location.

- c) Salaried employees' mealtime shall be determined by the Regional Manager or the person otherwise responsible for the work location.

- 2.3 The payroll period for a basic workweek at some locations may be Thursday through the following Wednesday, or Sunday through the following Saturday.

#### Punctuality Guidelines

- 3.1 Employees are expected to report for and remain at work during the basic daily hours as established by the applicable employing department or location, except for meal periods.
- 3.2 The basic daily workhours and basic workweek will vary at the Albany and White Plains Offices and at the facilities; however, the punctuality guidelines require that all employees report to work in a timely manner. Once hours have been established, employees will be expected to work the designated hours and days.
- 3.3 Employees who leave NYPA's employment, must physically be at work on their last day in order for it to be considered their last day of work.
- 3.4 Adherence to the flexible hours schedule will be enforced by the manager or supervisor. An employee may not switch his/her flexible hours schedule without approval by his/her manager or supervisor.
- 3.5 When an employee is late, he/she should meet with his/her supervisor to discuss the reason for the tardiness. Lateness is not charged against sick or vacation leave unless a half day or more is taken.
- 3.6 If the tardiness is not excusable, the employee's supervisor should document the occurrence. Specific guidelines for dealing with performance problems are established in EP 4.2, Performance Improvement. Documented cases of excessive absenteeism, tardiness or requests to leave early which are documented may result in the application of vacation time for such events and/or disciplinary action in accordance with EP 4.2.

#### Flex Time Schedules

- 4.1 In an effort to offer employees work-life balance solutions and minimize workplace commutes, flex time schedules to allow one day or a half day off within a two week pay period, will be permitted as follows:
- a) Employees wishing to participate in the program must submit a matrix indicating his/her flex time period to his/her manager for approval, reference and planning. Once the flex schedule is approved, every attempt must be made to adhere to that schedule (any deviations must be pre-approved by the employee's supervisor).

- b) Flex time schedules are not guaranteed and may be altered as necessary to accommodate the business needs of each Business Group/Unit and/or department.
- c) Employees cannot be required to work a flex time schedule.
- d) Non-exempt employee work schedules cannot exceed 40 hours in any given week as a result of an employee's working an approved flex time schedule.
- e) All employees working a flex time schedule must take at least a half hour lunch period.
- f) Total hours worked within a given pay period must be no less than 75 hours or 80 hours (whichever is applicable) and must correspond to a two week pay period (Monday – Friday).
- g) Holidays (including floating holidays) sick and vacation time must be recorded as your base hours (i.e.: 7.5 hours at WPO and Albany). In the event of a holiday or if an employee takes a sick day or vacation day and he/she was scheduled to work 8.5 hours, he/she will only get credit for 7.5 hours and will need to make up the extra hour another day during that pay period.
- h) Employees who take more than 2 days off (sick, vacation or holiday) in a two week pay period are not eligible to work a flex time schedule in that pay period.
- i) An employee's participation in this program may be discontinued at any time at the discretion of the employee's supervisor, manager or Business Unit head.

#### Office Closing Due to Inclement Weather or Emergencies

- 5.1 Unless notified otherwise, employees should anticipate that NYPA offices will be open. Only under extreme weather conditions or other emergency situations would the Albany Office and/or White Plains Office be closed. Office closings will be announced via the NYPA voice mail message system and First Call systems.
- 5.2 During the workday, if conditions warrant the closing of either the White Plains or Albany Office, the Human Resources Department Head, after consultation with the SVP Corporate Support Services and the President and Chief Executive Officer, will contact the Business Group Heads to advise them of the decision to close. Business Group Heads should then notify their respective staffs. During non-work hours, employees may call the NYPA voice mail system for office closing announcements.
- 5.3 If an employee expects to be late due to inclement weather, difficult transportation conditions or any other reason, he/she should notify his/her supervisor of the expected arrival time as soon as possible.

- 5.4 If an employee decides not to come to work, his/her immediate supervisor should be notified as soon as possible. In that instance, the absence must be charged to an employee's accumulated vacation time (accumulated sick time cannot be charged).

#### Records of Attendance

- 6.1 Records of attendance shall be maintained for all employees at all NYPA locations through completion of a time report, which is maintained using the NYPA's time and attendance tracking system (CATS). Supervisors or their designees must approve all CATS entries before the time entries are transmitted to Payroll. Part-time NYPA employees must submit their time report on a weekly basis.
- 6.2 Falsification of any supervisory-approved records of attendance will result in disciplinary action up to and including termination.

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Vice President, Human Resources

PLEASE REFER TO THE PORTION OF THE EMPLOYEE POLICIES ENTITLED DISCLAIMERS WHERE YOU WILL FIND A STATEMENT WHICH PERTAINS TO ALL EMPLOYEE POLICIES, INCLUDING THIS ONE.

## VACATION

- 1.1 Because NYPA recognizes the importance of vacation time in providing the opportunity for rest, recreation, and personal activities, the Authority grants annual paid vacations to its full-time, part-time, and provisional salaried employees (see EP 3.1, Salaried Employee Categories and Eligibility for Benefits Policy, for employee category definitions).

### Eligibility for Vacation

- 2.1 Full-time salaried employees are credited with vacation days as follows:
- a) Employees are credited with 20 vacation days on January 1 of each year.
  - b) In an employee's first year of Authority employment, vacation days are credited on a pro-rated basis (rounded up to the nearest half day), based on the employee's date of employment ( $1/12^{\text{th}}$  of 20 vacation days, or  $1\ 2/3$  days for each month of service). For example, if employment began in April, the employee receives 15 vacation days for the year. If employment began in December, the employee receives two vacation days.
  - c) Employees who have 11 or more years of eligible NYPA service will be credited with an additional  $1/2$  vacation day on January 1 immediately after they attain 11 years of eligible service. (See EP 1.9, Transfer or Re-Employment in Public Service, for transferred time eligibility criteria.) For each succeeding year of service, another  $1/2$  day will be credited on the following January 1<sup>st</sup> of each year until a maximum of 25 days per year is credited upon the January 1<sup>st</sup> after reaching 20 years of service.
  - d) Employees who are on a medical leave and receiving full pay will receive full vacation credits on January 1. Employees on sick leave at half-pay or a leave of absence without pay or long term disability on January 1, will not receive vacation days until they return to work, at which point the days will be credited on a pro-rated basis for the full months worked during the year. Employees who go out on a medical leave or a leave of absence without pay after receiving their vacation days on January 1, and remain employees, will keep the vacation days that were granted on January 1.
- 3.2 Vacation days for part-time salaried Authority employees are credited on a pro-rated basis based on the assigned number of hours worked per week. If part-time employees become full-time during the year, their vacation days for the year will be adjusted on a pro-rated basis.

- 3.3 Provisional salaried employees, employed on January 1, are credited with 10 vacation days per year for their first two full years of employment, and 15 vacation days in their third year. In the first calendar year of provisional employment, vacation will be pro-rated for each month of service.

#### Vacation Usage

- 4.1 New employees may use vacation time immediately with the approval of their supervisor (see Section 6.1 (d).\*
- 4.2 Employees may use vacation days in full or half-day increments. However, supervisors may allow employees to offset partial vacation days with flexible scheduling, allowing them to make up time by working extra hours on other days. Supervisors may also grant very limited time off without using vacation time if the absence is so brief that it does not affect getting assigned work completed.
- 4.3 Excessive requests for time off, or taking vacation time without prior approval, should be handled by supervisors as performance problems in accordance with EP 4.2, Performance Improvement Policy.
- 4.4 Once employees have submitted their resignation, vacation usage is subject to their supervisor's approval. However, employees must physically be at work on their last day of employment.

\*(Some Business Units, Sites or Departments may require the vacation request in writing.)

#### Vacation Carryover

- 5.1 Regardless of how many vacation days employees are credited with at the beginning of the year, no more than 40 vacation days may be carried over from year to year. For example, on December 31 an employee has the maximum vacation accumulation (40 days) and is credited with an additional 20 days on January 1, the employee's total balance would be 60 days on January 1. If by December 31 of that year the employee still has more than 40 days of accumulated vacation time, the vacation balance will be reduced to 40 days. However, due to extenuating circumstances, individual exceptions to this limitation on carryover of vacation days may be approved by the respective Business Group and Business Unit/Department Heads with concurrence from the Human Resources Department Head or their designee. Any such request must be forwarded to the Human Resources Department Head no later than January 10<sup>th</sup> of the year in which the vacation accumulation exceeds the 40-day maximum.

### Pay in Lieu of Vacation

6.1 Payment in lieu of accumulated vacation, not exceeding a maximum of 40 days, may be made for employees who have completed at least six months of service under the following conditions:

- a) When employees resign, provided they give the Authority at least two weeks' written notice.
- b) When employees' services are terminated by the Authority.
- c) ~~When employees retire, payment for unused vacation at retirement may be included in the employee's New York State Retirement System benefit calculation, depending on the employee's tier and certain conditions. Please contact a Human Resources representative or the New York State Retirement System for specific details.~~
- d) When employees resign, are terminated or retire, they will receive payment for the current year's accumulated vacation on a pro-rated basis (1/12<sup>th</sup> of yearly vacation days for each month of service). This will be added to any days that were carried over from the prior year, up to a maximum vacation payment of 40 days. If employees have already used more than the equivalent of 1/12<sup>th</sup> of their yearly vacation days for each month of service, payments for those days must be repaid to the Authority (to the extent possible, payment will be withheld from the employee's final paycheck).
- e) When employees resign or are terminated prior to six months of service, they are not eligible for payment of vacation days, and payment for any vacation time taken within the first six months of employment must be repaid to the Authority (to the extent possible, payment will be withheld from the employee's final paycheck).
- f) In the event of death, payment for unused vacation will be made to the beneficiary as named in the employee's group life insurance policy.

### Vacation Buy-Back Program

~~7.1 — 7.1 Salaried employees who have accumulated five weeks of vacation time may "buy back" one week (5 days) of vacation time, once per year. If a vacation buy-back is offered and announced by Human Resources, employees will be advised of the amount of vacation they are allowed to "buy-back" at that time.~~

~~7.2 Each year, when the vacation buy-back period is announced by Human Resources, request forms must be sent to Payroll within the specified deadlines date. Requests received after the announced deadline date will not be honored or processed. When the announcement is made by Human Resources,~~

request forms must be sent to Payroll with the specified deadline dates. Requests received after the announcement deadline date will not be honored or processed.

7.3 The vacation “buy-back” check will be issued separately from the regular bi-weekly paychecks. In addition to taxes, Employees' Savings Plan (401(k) plan) and Deferred Compensation Plan (457 plan) deductions, if applicable, will be withheld from the check. Employees' Savings Plan or Retirement System loan repayments will not be deducted from the check.

The vacation “buy-back” payment does not constitute salary as defined by the Retirement and Social Security Law. Therefore, Tier 3 or Tier 4 contributions, if applicable, will not be deducted from the vacation buy-back check, nor will the buy-back be reported to the Retirement System as wages. Therefore, the value of the “buy-back” will not be included in the calculation of an employee’s Final Average Salary.

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Vice President, Human Resources

~~7.2 — The vacation “buy back” check will be issued separately from the regular bi-weekly paychecks. In addition to taxes, Employees' Savings Plan (401(k) plan) and Deferred Compensation Plan (457 plan) deductions, if applicable, will be withheld from the check. Employees' Savings Plan or Retirement System loan repayments will not be deducted from the check.~~

~~— The vacation “buy back” payment does not constitute salary as defined by the Retirement and Social Security Law. Therefore, Tier 3 or Tier 4 contributions, if applicable, will not be deducted from the vacation buy back check, nor will the buy back be reported to the Retirement System as wages. Therefore, the value of the “buy back” will not be included in the calculation of an employee’s Final Average Salary.~~

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Vice President, Human Resources

**~~NEW YORK POWER AUTHORITY  
PAYROLL DEPARTMENT  
VACATION CASH OUT REQUEST  
SALARIED~~**

EMPLOYEES WITH ONE (1) OR MORE YEARS OF CONTINUOUS SERVICE AND A VACATION ACCRUAL OF TWENTY-FIVE (25) DAYS OR MORE ON THE DATE SPECIFIED BY HUMAN RESOURCES MAY CHOOSE TO CASH IN ONE (1) WEEK, i.e. FIVE(5) DAYS. REQUEST FOR SUCH, MUST BE RECEIVED IN THE HQ PAYROLL DEPARTMENT BY THE DATE SPECIFIED BY HUMAN RESOURCES.

**~~PLEASE NOTE: NO REQUEST WILL BE HONORED BEYOND THE DATE SPECIFIED BY HUMAN RESOURCES.~~**

**~~EMPLOYEE NAME:~~** \_\_\_\_\_ **~~FILE #:~~** \_\_\_\_\_

**~~LOCATION:~~** \_\_\_\_\_ **~~HIRE DATE:~~** \_\_\_\_\_

**~~I REQUEST TO CASH OUT FIVE (5) VACATION DAYS FROM MY VACATION BALANCE BASED ON THE GUIDELINES STATED ABOVE.~~**

\_\_\_\_\_  
**~~EMPLOYEE SIGNATURE~~** \_\_\_\_\_ **~~DATE~~** \_\_\_\_\_

\_\_\_\_\_  
**~~RECEIVED BY (Site Personnel)~~** \_\_\_\_\_ **~~DATE~~** \_\_\_\_\_

**~~FOR HQ PAYROLL USE:~~**

**~~Hire Date:~~** \_\_\_\_\_ **~~Yrs of Service:~~** \_\_\_\_\_

**~~Vacation Balance:~~** \_\_\_\_\_ **~~Master Used:~~** \_\_\_\_\_

**~~EARNCODE 30:~~** \_\_\_\_\_  
**~~PAY DATE:~~** \_\_\_\_\_  
**~~\*Subject to supplemental tax rate~~**  
**~~\*Subject to 457 deductions~~** \_\_\_\_\_

PLEASE REFER TO THE PORTION OF THE EMPLOYEE POLICIES ENTITLED DISCLAIMERS WHERE YOU WILL FIND A STATEMENT, WHICH PERTAINS TO ALL EMPLOYEE POLICIES, INCLUDING THIS ONE.

## FAMILY & MEDICAL LEAVE ACT (FMLA)

- 1.1 This policy applies to all employees at all NYPA sites and offices and provides guidelines for qualifying leaves under the Family and Medical Leave Act ("FMLA"). The Notice to Employees of Rights under the FMLA (WHD Publication 1420) ("Notice") is found in Attachment 1 and fully incorporated into this policy. The policies and guidelines stated in this FMLA policy shall be subject to such other terms and conditions as are provided in the FMLA and its regulations.

### ELIGIBILITY FOR FAMILY MEDICAL LEAVE ACT ("FMLA")

- 2.1 To be eligible for FMLA leave, an employee must have been employed with the Authority for at least 12 months and have worked at least 1,250 hours during the previous 12 months.
- 2.2 Type of Leaves Covered Under the FMLA:
- 1) Employee Medical Leave ("EML") (see Section 4) - for an employee's "serious health condition" (see attached Notice) that makes the employee unable to perform the functions of his or her position, including "serious health conditions" also eligible for workers' compensation;
  - 2) Family Medical Leave ("FML") (see Section 4) - for the care of an employee's spouse, child, or parent (not parent-in-law) who has a "serious health condition";
  - 3) Newborn Leave ("NL") (see Section 5) - for the care of a healthy newborn child;
  - 4) Adoption Leave ("AL") (see Section 5) - for the care of a newly adopted or newly placed foster care child;
  - 5) Military Family Leave ("MFL") (see Section 6) - for spouse, child, parent or next of kin of a covered servicemember to care for that servicemember; and
  - 6) Qualifying Exigency Military Family Leave ("QEL") (see Section 7) - to take care of certain qualifying exigencies arising when a spouse, parent, or child has been called to, or is on, active duty in the National Guard or Reserves.
- 2.3 Eligible employees may receive up to a total of 12 weeks of FMLA leave on a rolling 12 month period starting with the first day that an employee commences any approved FMLA leave. However, Military Family Leave qualifies eligible employees to receive up to a combined total (with any other FMLA leave) of 26 weeks in a single rolling 12 month period.

NOTIFICATION/CERTIFICATION

- 3.1 When the need for FMLA leave is foreseeable, an employee should notify his/her supervisor and Human Resources at least 30 days in advance of the start date of the intended leave, or as soon as it is foreseeable. When the approximate timing of the need for leave is not foreseeable, an employee must provide notice to his/her supervisor and Human Resources as soon as practicable under the facts and circumstances of the particular case. Absent unusual circumstances, an employee will be expected to comply with his/her site/department's normal procedures for requesting leave and calling in absences. Failure to follow such procedures may result in a delay or denial of FMLA protection.
- 3.2 FMLA leaves can only be approved by the Vice President Human Resources, or designee(s), at the headquarters office, or the Facility Manager of Human Resources, or designee(s), at the sites. In situations when there is no Facility Manager of Human Resources at a site, FMLA leaves will be approved by the Vice President Human Resources, or designee(s). Once approved, FMLA leave is applied retroactively to the first day of absence.
- 3.3 The applicable fully completed Certification of Health Care Provider form or Certification of Serious Injury or Illness of Covered Servicemember ("Certifications"), signed by a health care provider, is required for all types of FMLA leave other than Qualifying Exigency Military Family Leave, which has its own separate form and requirements. Copies of the Certifications are attached in Attachments 2-5.
- 3.4 It is the employee's responsibility to see that the applicable Certification is completed, and returned to the Authority as soon as possible after the leave is requested, but no later than 15 calendar days from the date that the employee receives the Certification form from Human Resources.
- 3.5 If the Certification is incomplete or insufficient, the Authority will notify the employee and provide him/her up to seven calendar days to remedy any deficiencies. After this opportunity to remedy deficiencies has passed, a health care provider, human resources professional, leave administrator, or management official may contact the health care provider for purposes of limited clarification or authentication of the Certification. Under no circumstances may the employee's direct supervisor contact the employee's health care provider. In addition, in those situations where NYPA seeks to speak to the health care provider directly to obtain or discuss medical information related to the Certification, the employee may need to provide his/her doctor a HIPAA authorization allowing NYPA to do so.
- 3.6 The employee's request for FMLA leave may be denied in the event that an employee fails to: a) provide a Certification, b) timely remedy deficiencies in a Certification, or c) to provide a HIPAA authorization when requested as necessary for his/her health care provider to provide medical information directly to the Authority.

- 3.7 Employees attempting to obtain, or obtaining, FMLA leave by fraudulent means, shall be denied the restoration of their job or any other job at the Authority and utilization of paid time for time out of work.
- 3.8 Recertification of the need for FMLA leave may be required at various intervals, but generally not more than every 30 days, unless the Certification indicates that the minimum duration of the condition is more than 30 days, there is a change in circumstances or return to work date, an extension of leave is requested, or other circumstances cast doubt on the continuing validity of the leave.

EMPLOYEE MEDICAL LEAVE (“EML”) AND FAMILY MEDICAL LEAVE (“FML”)

- 4.1 When an employee has been absent from work for three (3) consecutive or closely occurring intermittent business days due to a “serious health condition,” or when it appears that an employee will not be returning to work for a lengthy or undetermined amount of time due to a “serious health condition,” he/she may be eligible for an Employee Medical Leave (“EML”) under the FMLA.
- 4.2 If more than three (3) business days (consecutive or intermittent) are needed to care for the “serious health condition” of a spouse, child, or parent (not parent-in-law), an employee may be eligible for Family Medical Leave (“FML”) under the FMLA.
- 4.3 When the absences exceed this three day period for a “serious health condition,” the employee should provide notification to Human Resources, at which point the FMLA process will be initiated for eligible employees.
- 4.4 EML and FML may be taken on a consecutive, intermittent or reduced work schedule basis as provided by the health care provider on the Certification.
- 4.5 FMLA leave on an intermittent basis is leave which is taken in separate blocks of full or half day increments, on a non-regular basis, because of a single qualifying reason. FMLA leave on a reduced schedule is leave which reduces the number of working hours in a basic work week or workday for a period of time. If an employee needs leave intermittently or on a reduced leave schedule for planned medical treatment, then the employee must make a reasonable effort to schedule the treatment so as not to disrupt unduly the Authority’s operations.
- 4.6 Employees who qualify for EML and FML must first utilize all accrued sick time. Employees may then request and utilize any approved accrued vacation or accrued floating holidays (see Sections 10.6 and 10.8 below). Vacation time may only be used prior to sick time for salaried employees EML’s for service credit purposes related to sick leave at half-pay (see Sick Leave Policy EP: 3.9). In all cases, qualifying time absent, whether paid or not, will be applied toward the maximum 12-week FMLA time period. Use of vacation time does not alter the status of the leave as FMLA leave, nor does it extend any Authority provided job security periods. (For EMLs related to Workers Compensation also see Sections 9.1-9.3).

- 4.7 Once accrued sick time is exhausted (and where vacation or floating holiday time is not being used, or has been exhausted), eligible salaried (non-bargaining unit) employees on EML will be placed on sick leave at half-pay (see Sick Leave Policy EP: 3.9), or on no-pay status if not eligible. In certain circumstances, salaried employees may also be eligible to receive donated vacation leave (see Attachments 6 and 7). Sick leave at half-pay is not available for any other type of FMLA Leave. If an employee on FMLA has no sick or vacation credits, or elects not to apply vacation credits, non-worked hours will be unpaid.
- 4.8 After three consecutive months of EML, and after all accrued sick leave and sick leave at half pay has been exhausted, a salaried employee may be eligible for benefit payments under the Long-Term Disability (“LTD”) benefits. (See Sick Leave Policy EP: 3.9). Employees covered under a Collective Bargaining Agreement (“CBA”) may be entitled to short and/or long term disability benefits. Such employees should contact their Human Resources Facility Manager and refer to their applicable Collective Bargaining Agreement and Benefit book for information on their benefits.
- 4.9 Employees returning to work from an EML must provide Human Resources with written medical documentation verifying their ability to return to work and fitness for duty. This should be provided at the earliest practicable time **before** returning to work. An employee will not be allowed back to work without sufficient written medical documentation.

#### NEWBORN (“NL”)/ADOPTION (“AL”) LEAVE

- 5.1 An employee may take a Newborn Leave (“NL”) to care for a healthy newborn under the FMLA.
- 5.2 An employee may take an Adoption Leave (“AL”) in connection with travel for and placement of a child for adoption or foster care within one year of initial placement in the home, or adoption, whichever comes first. Documentation from an agency or attorney verifying such placement of a child must be submitted to Human Resources within 15 business days or as soon as practicable.
- 5.3 Newborn and Adoption Leave may only be taken as consecutive leave and will be without pay unless the employee chooses, and receives approval, to use accrued vacation time. In all cases, time absent, whether paid or not, will be applied toward the maximum yearly 12-week FMLA period.
- 5.4 If both parents of a healthy newborn or a newly placed foster or adopted child work for the Authority, only one parent is entitled to these types of FMLA leave for each qualifying occurrence. However, both parents will be allowed leave for travel necessary for placement of a child for adoption or foster care.

- 5.5 In all cases, time absent, whether paid or not, will be applied toward the applicable 12-week FMLA time period.

#### MILITARY FAMILY LEAVE ("MFL")

- 6.1 Military Family Leave ("MFL") provides eligible employees unpaid leave to care for a covered family member who has incurred a serious injury or illness in the line of duty as a covered service member while on covered active duty in the Armed Forces.
- 6.2 A covered family member is a spouse, son, daughter, parent or next of kin. A covered service member is a person either in the military or a veteran for up to five years after he or she leaves military service, even if the injury did not manifest itself until the service member became a veteran.
- 6.3 An employee who is a covered family member may take up to 26 weeks of leave during a single 12-month period to care for the covered service member. This 26-week period is the maximum amount of leave that may be taken in combination with any other FMLA-qualifying leaves in a single 12-month period beginning with the employee's first day out.
- 6.4 Such leaves may be on a consecutive basis, intermittent or a reduced schedule basis, as detailed by the health care provider on the Certification.
- 6.5 Employees must utilize accrued sick time first until sick leave accruals are exhausted. Employees may then request and utilize any accrued floating holidays (salaried only), vacation or other accrued paid time off (see Section 10.6 below) or be placed on no-pay status.
- 6.6 In all cases, time absent, whether paid or not, will be applied toward the applicable 26-week FMLA time period.

#### QUALIFYING EXIGENCY MILITARY FAMILY LEAVE ("QEL")

- 7.1 An employee who is a spouse, son, daughter, or parent of a covered service member called to, or on, covered active duty in regular or reserve components of the Armed forces during a deployment of the service member to a foreign country may take up to 12 workweeks of leave during any 12 month period for a "qualifying exigency."
- 7.2 Reasonable documentation of family relationship may be required.
- 7.3 A "qualifying exigency" is limited to the following: a) short notice deployment; b) attending certain military events and related activities; c) arranging for alternative childcare and school activities; d) addressing financial and legal arrangements; e), counseling ; f) rest and recuperation; g)attending post-deployment activities; and h) additional activities that arise out of active duty, provided that the employer and employee agree, including agreement on time and duration of the leave.

- 7.4 Leaves for Qualifying Exigencies shall be unpaid, unless the employee requests and is given permission to use accrued vacation time, floating holidays (salaried only) or other accrued time off (excluding sick time).
- 7.5 In all cases, time absent, whether paid or not, will be applied toward the applicable 12-week FMLA time period.

JOB SECURITY FOR SALARIED EMPLOYEES WHILE ON FMLA OR EXTENDED  
MEDICAL LEAVE

- 8.1 When a salaried employee is absent from work on any qualified consecutive FMLA leave, other than Military Family Leave, their position will only be held open for a period of three months beginning on the first day of absence for the first FMLA leave within a 12-month period, even if the employee has accumulated sick and/or vacation leave that extends beyond that three month period.
- 8.2 If a department intends to fill a salaried position held by someone on FMLA leave (other than qualifying Military Family Leave) at any time after the expiration of the three month job security period, the employee's supervisor must notify site/headquarters Human Resources and the employee of this intent.
- 8.3 For all FMLA leaves other than Military Family Leave, any extended leave beyond the three months FMLA and job security period up to, but not exceeding, six months must be approved by the employee's Business Unit head or Regional Manager in conjunction with Human Resources prior to informing the employee of the approval of the extension. By approving the extension, the Authority will attempt to maintain the availability of a position, but not necessarily the same position, for the agreed upon leave period. In these circumstances, there is no guarantee that the employee's current position will remain open. The Authority will attempt to place the employee in a similar (or lesser) position for which they are qualified at the time of return. A position will not be created. At the conclusion of six months, the employee will be advised that his/her continued employment has been terminated.
- 8.4 When an employee is absent from work on a qualifying Military Family Leave, their position will be held open for a period of up to six months beginning on the first day of absence for the first FMLA leave within a 12-month period, even if the employee has accumulated sick and/or vacation leave that extends beyond that six month period. At the conclusion of six months, the employee will be advised that his/her employment has been terminated.
- 8.5 Extensions of leave beyond the six month period will be considered on an individual basis. Such a request **must** be made in writing and can only be approved by the Human Resources Department Head. Such requests should be made as soon as practicable before the end of the six-month period and must include information from the health care provider about the employee's current medical status, expected return to work dates as well as any return to work conditions or limitations. Any remaining accrued sick leave

will also be taken into consideration in reviewing the request for an extension of the leave. For extensions of Military Family Leave beyond the six month period, the military member's current medical status and the employee's expected return to work date must be provided.

### WORKERS' COMPENSATION

- 9.1 If an employee is out on a Workers' Compensation leave for a health condition which also qualifies as an FMLA leave, it will be treated concurrently as an FMLA leave.
- 9.2 In such cases, employees have the option of applying unused accrued sick and/or vacation time to their first three months of absence from work. The employee must complete a "Use of Vacation/Sick Accruals" form (provided by their Human Resources representative) to make their election, which is irrevocable. If the employee chooses to apply sick/vacation time towards a Workers' Compensation/FMLA leave and the Workers' Compensation claim is found to be compensable, sick/vacation time will be credited back to the employee on a prorated basis in a proportionate manner based on the amount of the award and the amount of sick/vacation time used or other Collective Bargaining Agreement contractual language.
- 9.3 Bargaining Unit employees are directed to their Human Resources Facilities Manager and the applicable Collective Bargaining Agreement or Benefit book.

### PAYROLL STATUS WHILE ON FMLA LEAVE

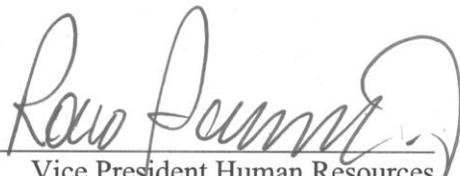
- 10.1 Depending on the particular type of leave and an employee's individual circumstances (including whether they are salaried or members of a bargaining unit), an employee may be eligible for income while on a FMLA leave through sick leave, sick leave at half-pay for salaried employees, vacation leave, short term disability for bargaining unit employees, and/or long term disability, or all or part of a FMLA leave may be unpaid.
- 10.2 Applicable benefits and associated payroll deductions (taxes, flexible benefit credits and deductions, NYS Retirement System contributions, PowerFlex, Employees' Savings Plan, loans, Liberty Mutual insurance, other insurance, etc.) will continue while an employee is out on any qualified FMLA leave and is still receiving compensation regardless of whether it is full- or half-pay (using sick or vacation accruals) or sick leave at half-pay, if applicable.
- 10.3 Deductions are prioritized by the Payroll Department. Any questions concerning the priority of deductions should be addressed to the Payroll Department and/or the applicable Human Resources representative.
- 10.4 For salaried employees, if an employee works on a part-time schedule prior to going out on FMLA leave, and is receiving compensation while on that leave, they will be paid based on the days they work on their part-time schedule.

- 10.5 For bargaining unit employees, holidays will be fully paid if during the calendar week in which such holiday occurs the employee has been on paid status at least two full days and all absences from work on the employee's remaining regularly scheduled work days during that week are approved in writing by the supervisor in accordance with the applicable Collective Bargaining Agreement. Employees on unpaid status prior to the calendar week of the holiday will not be paid for the holiday.
- 10.6 An employee on an FMLA leave who wants to use their accrued vacation time to cover any part of that leave must make a request to their local Human Resources Department. Without notification, accrued vacation time will not be automatically applied.
- 10.7 Holidays will be fully paid only if an employee is on a full-pay status (using sick or vacation leave or floating holiday) on the business day prior to the holiday. Holidays will be paid at half-pay if the employee is on sick leave at half-pay on the business day prior to the holiday. Employees on unpaid status on the day prior to a holiday will not be paid for the holiday.
- 10.8 Floating holidays, if accrued but not used before FMLA leave commences, must be used before any unpaid leave begins. If an employee on half or full pay status will be on leave at the end of the calendar year, and has not yet used their floating holidays, they will automatically be applied toward the leave prior to year's end.
- 10.9 Deductions and Credits:
- 1) FlexAbility Deductions
    - a) Where applicable, FlexAbility credits for Salaried employees, or payments for Waiving Coverage for IBEW employees and/or any other applicable benefit costs, will continue to be paid/deducted while an employee is out on FMLA leave and is still receiving pay from NYPA.
    - b) Once on a no pay status, in order for the benefit costs to remain a pre-tax deduction, where applicable, Human Resources and Payroll must receive enough advance notice (30 days) before a leave begins, to be able to arrange for the pre-tax deductions to be taken from the paycheck.
    - c) Otherwise, an employee must pay their applicable contributions to the Authority monthly during their leave on an after-tax basis. (Bargaining unit employees contact your HR Department for appropriate no pay status form)
    - d) The Authority's obligation to maintain the above coverages ceases if the contribution is more than 30 days late. The Authority must give 15 days' notice to the employee prior to the termination of benefits.
  - 2) If a portion of a salaried employee's FMLA leave will be unpaid, flex credits will be used to determine the premium they must pay to the Authority. The cost will

be based on the flex credits they were entitled to while being paid, minus the cost of deductions.

Bargaining Unit employees' payments will be based on their benefit elections and applicable contractual contribution.

- 3) All other deductions (i.e., PowerFlex accounts) will be doubled per pay-period when an employee returns to work until they are back on the appropriate annual deduction schedule or have made up the appropriate percentage amount.
- 4) Benefits Coverage Period:
  - a) Salaried employee's benefits will continue for 6 months (from first day of absence) as long as an employee pays the required employee contributions while they are out on leave.
  - b) A salaried employee's benefits will cease once the employee has been absent for six months from their first day of absence, even if their leave is approved to be extended beyond six months under the provisions of Section 8.5. If a salaried employee has 10 or more years of service with the Authority and is collecting long-term disability payments (see the Employee Benefits Handbook for Salaried Employees for LTD eligibility criteria), their health care coverage will be continued at a cost to them. The cost will be based on flex credits, minus the cost of the medical plan.
  - c) Bargaining unit employees should contact their Human Resources Facility Manager and refer to their applicable Collective Bargaining Agreement and Benefit book.

  
Vice President Human Resources

## DONATION OF VACATION LEAVE

This attachment allows eligible salaried employees who are on medical leave to receive vacation leave that has been donated by other salaried employees.

### Eligibility

An employee *absent for his/her own personal illness or injury* who has been out for at least 20 *consecutive business* days due to a *serious health* condition and who has exhausted ALL accumulated sick and vacation leave credits will be eligible to receive donated vacation leave. The 20-day waiting period has been established in order to limit eligibility to long-term serious *health* conditions rather than short-term sick leave.

An employee receiving any form of pay (i.e., workers' compensation, sick leave at half-pay, long-term disability) is not eligible to receive donated vacation leave.

### Who May Donate

An employee who has accumulated vacation leave credits and who is on the active payroll may donate vacation leave.

### Donated Vacation Information

An employee may donate vacation leave in increments of 1 day.

A donating employee must be left with a remaining vacation leave balance of 5 days, in the event he/she needs the time for unforeseen reasons.

If an employee returns to work and all of the donated vacation leave is not fully utilized by the recipient, *up to 10 days of donated vacation may be kept by the employee. The remainder will be credited back proportionately to the donating employees based on the number of days donated by each employee compared to the total days donated.*

### Procedures

When an eligible employee exhausts his or her accumulated sick and vacation leave credits, Payroll will notify the employee and his or her business group, unit/department head. The business group, unit/department head may, at his or her discretion, ask employees if they wish to donate vacation leave days. When determining whether an employee is eligible to receive donated vacation leave, the business group, unit/department head should consider factors such as the employee's attendance record. The business group, unit/department head, or his/her designee, should try to determine how much time is needed until the employee is eligible for long-term disability benefits.

When a department cannot provide an employee with a sufficient number of days at full pay until the employee is eligible for long-term disability benefits, the business group, unit/department head may request the Vice President of Ethics & Employee Resources at headquarters, or the Facility Manager of Human Resources at the sites, to solicit other departments to participate.

Donated vacation leave cannot exceed three months from commencement of the leave (the time at which the employee is eligible for long-term disability benefits).

An employee who wishes to donate vacation leave must complete a Vacation Donation Form (see Attachment 7) and submit the form to the employee's business group, unit/department head or designee, who in turn should forward the form to Payroll.

Payroll will credit the donated vacation leave days to the recipient employee's vacation leave balance (not calculated by rate of pay). Donated vacation leave will be paid to the employee at his or her regular rate of pay. Applicable payroll taxes and deductions will be withheld from such payments.

When an employee donates vacation leave, his or her vacation leave balance will be reduced by the number of days donated (not calculated by rate of pay).

**VACATION DONATION FORM FOR SALARIED EMPLOYEES**

**TO: WPO Payroll**

\_\_\_\_\_  
**Donor's Name**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Department**

\_\_\_\_\_  
**Location**

\_\_\_\_\_  
**Extension**

\_\_\_\_\_  
**Number of Vacation  
Days to be Donated**

\_\_\_\_\_  
**Donated To**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

Cc: Recipient

PLEASE REFER TO THE PORTION OF THE EMPLOYEE POLICIES ENTITLED DISCLAIMERS WHERE YOU WILL FIND A STATEMENT, WHICH PERTAINS TO ALL EMPLOYEE POLICIES, INCLUDING THIS ONE.

## SICK LEAVE

- 1.1 This policy provides guidelines for the accrual and use of sick leave credits, sick leave at half-pay and long-term disability for salaried employees.

### Sick Leave Accrual

- 2.1 Full-time salaried employees accrue sick time as follows:
- a) 3.46 hours per pay period if on a 37.5 hour work week
  - b) 3.69 hours per pay period if on a 40 hour work week
- 2.2 Part-time salaried Authority employees (working 20 or more hours per week, but less than full-time weekly work hours) and provisional employees that work less than full-time (working at least 30 hours or more per week) accrue sick leave on a prorated basis based on the number of hours the employee is scheduled to work.
- 2.3 There is no maximum on the amount of sick leave credits that may be carried over from one year to another.
- 2.4 Sick time only accrues when an employee is on full-pay status. Accruals resume when the employee returns to full pay status.
- 2.5 In the event of an active employee's death, payment for accrued and unused sick leave, up to a maximum of 100 days, will be paid to the beneficiary designated by the employee for their NYPA life insurance. If no beneficiary is designated, or the designated beneficiary pre-deceases the employee, payment will be made as allowed by law.
- 2.6 Sick leave may be paid out to employees who retire with the New York State Retirement System directly upon separation of service from the Authority (see the Employee Benefits Handbook).

### Sick Leave Usage

- 3.1 Sick time shall only be used for an employee's illnesses or injuries, or that of family members as specified in Section 3.4 below, and not substituted for any other type of absences.
- 3.2 Employees who are absent from work due to their own illness or injury (or that of eligible family members under Section 3.4), must notify their supervisor of such absence as soon as practicable, and keep the supervisor informed as to their expected date of return. Accrued sick leave may only be used in full or half-day increments.

- 3.3 Full or half-day absences (including reasonable travel and actual visit time) for trips to a health care provider will require use of sick leave credits, and prior approval of an employee's supervisor when foreseeable. However, supervisors may, with advanced approval, allow employees to take less than half-days off with flexible scheduling allowing employees to make up time by working extra hours on other days during the same pay period. Supervisors may also grant employees time off without using accrued sick leave if the absence is so brief that it does not affect the employee's work or performance.
- 3.4 Employees may use up to 10 sick days per calendar year to care for the medical needs of their sick children, spouse, parent (not parent-in-law), or domestic partner who has satisfied NYPA's Domestic Partner Benefits eligibility (even if not subscribed to NYPA Domestic Partner medical benefits). These days may also be used for caring for a wife or domestic partner recovering from routine childbirth.
- 3.5 An employee may not use more than three (3) consecutive or closely occurring intermittent business days due to their own "serious health condition," or that of their relatives listed in Section 3.4, without applying for and having the leave designated under the Family Medical Leave Act ("FMLA") leave (See EP: 3.3). When the absences exceed this three day period for a "serious health condition," the employee should provide notification to Human Resources, at which point the FMLA process will be initiated for eligible employees.
- 3.6 The Authority may require written medical documentation of an illness or injury, and/or that the employee be examined by a physician designated by the Authority before approving the use of any sick leave and/or prior to the employee's return to work. In addition, supervisors may request a doctor's note to confirm/verify a medical appointment on a given day and time.
- 3.7 Supervisors are responsible for monitoring sick leave usage for appropriateness, accuracy, and adherence to Employee Policies, and for remaining informed of employees' available sick and vacation balances when approving time off. Excessive and/or questionable patterns of absenteeism, frequency of requests for full or partial sick days, or low or zero balances should signal the need for further review or action which may take several courses [i.e.: need for Family Medical Leave Act ("FMLA"), performance issue, etc.] to prevent abuse of this benefit.
- 3.8 An employee's use of accrued sick leave is approved by his/her supervisor when the supervisor approves the employee's timesheet or electronic time record. If there are false time sheets or electronic time records of an employee's time and attendance, the employee (and depending on the circumstances, the supervisor who is responsible for approving such time) will be held accountable.

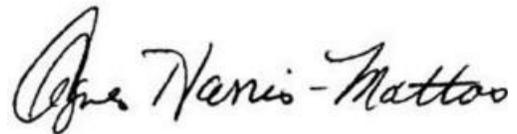
### Sick Leave at Half-Pay

- 4.1 Employees who have completed one or more years of Authority service, are eligible for sick leave at half-pay during an approved Employee Medical Leave (“EML”) under the FMLA when they do not have, or have exhausted, sufficient accumulated sick leave credits to cover their FMLA leave. For part-time or provisional employees that are less than full-time and on EML, sick leave at half-pay will be paid on a prorated basis based on their weekly work schedule.
- 4.2 The cumulative total of all sick leave at half-pay shall not exceed two pay periods (four weeks) for each completed year of service. However, vacation leave may be used to complete a full year of service for sick leave at half-pay purposes if it used before sick leave is exhausted. This use of vacation time does not extend any job security or FMLA time periods.
- 4.3 Sick leave at half-pay will be paid retroactively from the first day an eligible employee is without sick leave credits through either the end of their EML or earlier through the exhaustion of the half-pay benefit, or due to the circumstances described in Section 4.6 below.
- 4.4 Upon request, and with the approval of the local Human Resources Benefits Group, sick leave at half pay may be allowed to minimally exceed the 12 workweek FMLA entitlement period in those limited unique situations where there is a small gap of time between the end of the maximum sick leave at half pay benefit and the beginning of the LTD eligibility period.
- 4.5 Sick leave at half pay will be replenished a) if an employee has returned to work from an EML for at least 30 calendar days and then needs to go out again for that same illness or injury, or b) without regard to timing, if an employee has returned to work from an EML and then needs to go out again for a different illness or injury. However, in no event will the replenishment of sick leave at half-pay extend any job security or FMLA time periods.
- 4.6 If an employee who has already been on an approved FMLA leave other than an EML, returns to work and then goes back out for their own illness or injury on an approved EML within the same FMLA yearly period, the employee will only be eligible to receive sick leave at half-pay for the remaining FMLA time period (even if the employee’s own medical needs extend beyond the total 12-week FMLA entitlement). See EP: 3.3.
- 4.7 All payroll deductions will continue to be made regardless of whether an employee on sick leave is being paid on a full or half-pay status. Any questions concerning the priority of deductions should be addressed to the Payroll Unit and/or the applicable Human Resources representative.

- 4.8 Employees receiving sick leave at half pay or on no pay status are not eligible to receive Holidays, Floating Holidays, sick accruals or annual vacation accruals until they return to work on either full or part-time status. Those on sick leave at half pay will receive half pay benefit for all days which occur during their sick leave at half pay.

Long Term Disability

- 5.1 Employees may be eligible for benefit payments under the Long-Term Disability Plan they selected at open enrollment, once they have been on leave for three consecutive months of absence for their own illness or injury, and after they have exhausted all of their accrued sick time. Provisional employees are not eligible for long-term disability. Information on long-term disability is provided in the Long-Term Disability booklet available from Human Resources and the Employee Benefits Handbook for Salaried Employees on the NYPA Intranet.



Vice President Human Resources

NEW YORK POWER AUTHORITY	EP:	3.8
EMPLOYEE POLICY	REVISION:	5
	DATE:	01/01/2010

PLEASE REFER TO THE PORTION OF THE HUMAN RESOURCES POLICIES ENTITLED DISCLAIMERS WHERE YOU WILL FIND A STATEMENT WHICH PERTAINS TO ALL EMPLOYEE POLICIES, INCLUDING THIS ONE.

## RELOCATION BENEFITS FOR NEW AND TRANSFERRED EMPLOYEES

- 1.1 This policy applies to those employees who have been offered relocation benefits by the Director of Compensation and Benefits or his/her designee or the Facility Manager of Human Resources (for site employees). Relocation benefits may be provided to eligible employees based on the Recruiting Location Guidelines (Attachment 1) utilized by Human Resources. Relocation benefits may be offered to an employee who: (1) meets the IRS distance test described below and other criteria as specified in IRS Publication 521- Moving Expenses, (2) meets all other criteria within EP 3.8, and (3) is either:
- (a) a full-time, salaried employee or union employee (other than a temporary or provisional employee) who meets all other criteria and is transferring to an exempt salaried position at the request of the Authority (no minimum grade required), or who applies for a posted exempt salaried position and is hired from one Authority facility to another, for a period that is expected to last one year or longer;
  - (b) newly hired from outside the Authority as an exempt, full-time, salaried employee (other than a temporary or provisional employee) at any Authority location for a period that is expected to last one year or longer;
  - (c) a provisional employee who is offered full-time exempt salaried employment with the Authority, with benefits subject to certain limitations (see 6.1).

Please contact the Corporate Controller's group regarding assignments of less than one year. The Corporate Controller's group provides the most up-to-date information regarding per diem rates and associated issues.

- 1.2 This policy shall be applicable only if relocation benefits are extended by the Director of Compensation and Benefits or his/her designee or the Facility Manager of Human Resources at the facilities to the transferred employee at the time the transfer is formally approved or authorized by the Human Resources Department, or to the new employee at the time an official offer of employment is extended by an Employment Administrator in the White Plains Office or the Facility Manager of Human Resources at the facilities.
- 1.3 The Director of Compensation and Benefits or his/her designee shall have sole discretion in determining whether an employee or new hire otherwise meeting the requirements specified herein may be offered relocation benefits.
- 1.4 If relocation benefits are offered to a newly hired employee, the policy shall be distributed and explained to the employee at the time the offer of employment is officially extended by an Employment Administrator or the Facility Manager of Human Resources at the facilities.

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1.5 If relocation benefits are offered to a transferring employee, the policy shall be distributed to and fully explained to the employee by the respective Site Human Resources Representative or the Director of Compensation and Benefits or his/her designee in the White Plains Office. This should be done for employees who are contemplating a transfer from one site to another **before** the offer is accepted. A transferred employee has the option of choosing either the Relocation Benefits as outlined in this policy or a \$12,000.00 stipend, grossed up for tax purposes. If Relocation Benefits are being offered, the staffing authorization for a transferee or a new hire must include this information. **If a transferred employee chooses the Relocation Benefits outlined in this policy and owns a house, appraisals must be conducted prior to the transfer being accepted.** The average of two appraisals will be used to determine the fair market value of the property. In the event that the two appraisals vary by more than 10%, a third appraisal may be conducted at the request of the transferring employee and the three appraisals will then be used to determine the average anticipated sale price of the property. These appraisals will be coordinated by the Director of Compensation and Benefits or his/her designee.

1.6 A new employee has the option of choosing either the Relocation Benefits outlined in this policy or a \$12,000.00 stipend. If the new hire chooses the stipend option, the above mentioned gross-up is **not** applicable, and the lump-sum will be taxed.

#### IRS Distance Test

2.1 According to the IRS Distance Test, the new main job location must be at least 50 miles further from the employee's former home than his/her prior job location. For example, if the prior work or job assignment was three miles from the employee's former home, the new work or job assignment must be at least 53 miles from the former home. If the IRS should change this distance test, the one in effect at the time of relocation shall apply.

- a) In determining whether or not a relocation candidate meets the IRS distance requirement, the Rand McNally Standard Highway Mileage Guide, and/or the American Automobile Association, and/or reputable online mapping resources will be consulted.
- b) The distance between two points is the shortest of the more commonly traveled routes between those points. The distance test does not apply to the location of the new home.
- c) In determining whether a provisional employee who is offered employment on a full-time basis meets the distance requirement for the purposes of this policy, NYPA will treat prior job location for purposes of the distance test as the job prior to the NYPA provisional assignment.

2.2 In determining if an employee is in compliance with the distance test NYPA does not determine and is not responsible for tax implications. The relocating employee is advised to consult with his/her own tax advisor.

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### Financial Controls & Tax Implications

3.1 This policy must be applied with attention to the most cost-effective and economic means. Therefore, only those expenses incurred in accordance with the Authority's guidelines and procedures which are in the opinion of the Corporate Human Resources Department to be reasonable and cost effective, will be reimbursed under this policy.

Note:

- a) The Authority does not reimburse any New York State sales tax. To avoid being charged New York State sales tax the relocating employee should submit a State of New York Exemption Certificate to the vendor. Exemption Certificates are available from the WPO Benefits Department, Facility Manager of Human Resources, or the Corporate Travel Department. (It is the responsibility of the relocating employee to obtain and utilize the Exemption Certificate).
- b) The employee is eligible for up to two days off with pay to conduct the move of his/her household goods. Paid time off must receive prior approval of the employee's immediate supervisor.
- c) Reimbursement for covered expenses is limited to the first **six months** of employment or transfer from one Authority facility to another.

3.2 Expenses reimbursed under this policy are includible in an employee's gross income. An employee may be able to offset some or all of the expenses reimbursed under this policy by itemizing his/her moving expense deductions. **The employee is advised to consult his/her own tax advisor.**

3.3 If the employee is responsible for any tax liability associated with the relocation, the tax liability is outlined in IRS Publication 521 - Moving Expenses, which is provided to the eligible employee along with the Policy. The Authority will withhold taxes on all amounts reimbursed under this policy in accordance with the Internal Revenue Code and IRS regulations and Authority Accounting Procedure AP 85-01, Employee Relocation Expense Reimbursements.

3.4 If any reimbursements for transferred employees under this policy are considered taxable income, such reimbursements shall be subject to an appropriate gross-up to provide compensation for the employees' additional local, state and federal tax obligations.

3.5 The newly hired employee shall be solely responsible for all taxes payable on the amounts received pursuant to this policy and the Authority shall not provide additional compensation for any such tax liability in the form of a gross up, indemnity, or otherwise. **The employee is advised to consult his/her own tax advisor.**

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### Exceptions

- 4.1 The Authority recognizes that extenuating circumstances may necessitate a deviation from this policy. A deviation will be deemed an exception to the policy. For an exception to be considered, detailed written justification as to the need, as well as an indication of which comparably valued reimbursable expense(s) the employee is willing to surrender to offset the cost of the exception, is required. If the employee is not willing to surrender a reimbursable expense(s) of comparable value, the exception will be denied.
- 4.2 The justification/expense-offset indication must be sent to the Director of Compensation and Benefits or his/her designee in the White Plains Office for review; it will then be determined whether the request for exception is approved or denied. **Exceptions above and beyond the provided benefits under policy 3.8 will be charged to the department to which the employee is being hired/transferred.**
- 4.3 Any exception to this policy, other than outlined in sections 4.1 and 4.2, will require detailed written justification as to the business need. The justification must be sent to the Director of Compensation and Benefits in the White Plains Office for review and recommendation to the Human Resources Department Head or his/her designee who determines whether the request for exception is approved or denied.

**The following items as described below may be reimbursed under this policy:**

### House Hunting

- 5.1 Reimbursable house hunting trips must not exceed three trips or a maximum of six days of house hunting (three trips maximum, i.e., three two-day trips or two three-day trips).
- 5.2 Transferred employees must conduct house-hunting trips within the first three months of the employees' transfer date to the new position. The transferred employee will be granted up to three days off with pay for house hunting to locate a new residence. Scheduling of these paid days off is subject to prior approval of the employee's supervisor.
- 5.3 New employees must conduct house-hunting trips within the first three months of employment with the Authority. House hunting trips must be conducted on the new employee's own time.
- 5.4 Air or train travel reimbursement for house hunting must be approved by the Director of Compensation and Benefits or his/her designee at headquarters or the Facility Manager of Human Resources with concurrence from the Director of Compensation and Benefits prior to incurring the expense.
- 5.5 **To obtain the best possible lodging and transportation rates for house hunting trips, the employee must make all travel arrangements through the Authority's Travel Department. If the Travel Department is not used, the employee will not be reimbursed.**

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- 5.6 Arrangements with the Travel Department for lodging and transportation during the house hunting trips are the responsibility of the employee unless other arrangements are made with the Benefits Representative in the White Plains Office or the Facility Manager of Human Resources. During house hunting, occupation of more than one hotel room must be approved by the Benefits Representative prior to incurring expenses.
- 5.7 An employee will be reimbursed through the use of a Relocation Expense Statement with itemized receipts for the following reasonable travel and living expenses which may be incurred by the employee and spouse during the search for a new residence near the facility:
- a) Travel by personal car at the Authority established rate per mile which includes the mileage traveled to and from the area of the new work site, or in connection with authorized air or train travel to and from the airport/station; **use of a rental vehicle for house hunting will be applied towards the employee's miscellaneous expense allowance.**
  - b) Fees for tolls and parking expenses incurred in connection with house hunting and travel by personal car, or in connection with authorized air or train travel to and from the airport/station;
  - c) Travel by air or train with prior approval provided that reservations are made through the Authority's Travel Department to obtain the best possible fare.
  - d) Reasonable meal expenses for breakfast, lunch and dinner, for the employee and his/her spouse may be reimbursed (providing house hunting does not take place during the interim living period); and must not exceed the daily maximum allowance as specified in the Corporate Accounting Policy (1.5).
  - e) Reasonable lodging expenses. The Authority issued AMEX charge card should be used for this expense. If the employee does not have an Authority issued AMEX charge card, a personal credit card may be used.

#### Interim Living Expenses

- 6.1 Reimbursement for interim living expenses will be provided for the employee who has been transferred or begun new employment and must live in temporary lodging at the new location. Interim living expenses should begin as close to the employees start date as possible. **Provisional employees who are hired on a full-time basis are not entitled to interim living expenses as detailed in 6.1 – 6.7.**

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- 6.2 Interim living expenses will be reimbursed to the employee for a maximum of three months, which should be taken during the first six months of employment or transfer from one Authority facility to another. Any day in which the employee submits living expenses during their move to the new residence or when moving their household goods, will be included in the three month maximum if the move is conducted within the Interim Living period. Any expenses incurred for moving to the new residence and/or movement of household goods beyond the six-month maximum time period will not be reimbursed.
- 6.3 A lump sum gross amount of \$3,250 per month downstate (WPO and POL) and \$2,500 per month upstate (B-G, CEC, NIA, and STL) will be provided for employee's interim living expenses. An employee will be reimbursed this lump sum amount by submitting a Relocation Expense Statement at the end of each month. No receipts are required; however, in the Explanation section on the Relocation Expense Statement the period of time for which reimbursement is being requested must be indicated. Expenses for a partial month will be pro-rated. Interim living expenses will not be paid for time beyond the earlier date of delivery of household goods or occupying the new home. Under no circumstances will interim living expenses exceed three months.
- 6.4 It is the responsibility of the employee to make any interim living and transportation arrangements.
- 6.5 Travel, tolls, and parking expenses incurred during the commute to and from work during the interim living period are at the employee's own expense.
- 6.6 The following will be covered by the appropriate monthly lump sum:
- a) Charge for a hotel or rental fees;
  - b) Charge for laundry;
  - c) Charges for local and long distance telephone calls;
  - d) Expenses for meals.
- 6.7 The employee may be reimbursed for trips home every other weekend or holidays when the family still resides at the former residence. If the employee elects to make a trip home by personal car, mileage will be reimbursed in accordance with the Authority's Travel Policy, CP: 2.1. If the employee elects to travel home by air or train, the fare, which must be arranged by the Authority's Travel Department, and parking and tolls connected with the travel will be reimbursed. Reimbursement will not be made beyond the three-month interim living period.

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### Moving to New Residence

7.1 The employee will be reimbursed when itemized receipts are furnished through the use of a Relocation Expense Statement for the following covered expenses for the employee and his/her family which may be incurred during the actual move from the time the old residence is vacated until the arrival at the new residence. Actual dates of vacating the old residence and arrival at the new residence, should be clearly indicated on the Relocation Expense Statement:

- a) The reasonable charge for meals. There is a daily maximum allowance specified in the Corporate Accounting Policy (1.5). Meals submitted under the relocation policy as a qualified expense, or if a lump-sum or stipend is provided to the employee, may not be reimbursed as a business expense under any other Authority policy.
- b) The reasonable charge for a hotel room. Hotel rates **must** be discussed with the Benefits Representative in the White Plains Office or the Facility Manager of Human Resources for approval prior to incurring expenses. While moving to the new location, occupancy of more than one room per family **must** be approved by the Benefits Representative in the White Plains Office prior to incurring expenses;
- c) Travel for up to two personal vehicles at the Authority established rate per mile while traveling from the old residence to the new residence. In no instance will mileage for travel of more than two personal vehicles be paid by the Authority; The Authority does not reimburse for transport of vehicles by commercial van line.
- d) Tolls for a maximum of two personal vehicles;
- e) Any day used for moving to the new residence will be included in the three months allocated for interim living.

### Movement of Household Goods

- 8.1 The employee may elect to have his or her household goods moved from the old residence to the new residence either by a commercial van line or through a self-move using a rental vehicle.
- 8.2 If a commercial van line is used, the employee must use the services of one of the current moving companies with whom the Authority has contracted. A moving company will be assigned on a rotational basis.
- 8.3 Shipment of household goods by a commercial van line will be limited to the move from the location of the former primary residence to the location of the new primary residence.

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8.4 The following items will be covered expenses which may be incurred in a commercial van line move:

1. linehaul charges;
2. insurance charges - declared value;
3. cost of containers;
4. charges for packing and basic unpacking;
5. shipment of appliances and servicing; (third party fees - services provided by an individual or company other than the assigned moving company will not be reimbursed).

8.5 The following items are **not** covered in a commercial van line move:

1. extra pick-up/delivery;
2. automobiles, boats, or any other recreational or lawn vehicles
3. frozen food, and/or perishable goods;
4. swing sets, pool tables, lumber/building materials, or any other cumbersome items;
5. storage and associated costs;
6. crates and/or crating charges.

Movement of any other unusual, cumbersome or dangerous items will be subject to prior approval by the Benefits Representative in the White Plains Office with concurrence from the Director of Compensation and Benefits.

8.6 The employee who elects a self-move may be reimbursed for the following items through use of a Relocation Expense Statement when itemized receipts are furnished:

1. rental of the vehicle;
2. cost of containers and equipment for packing;
3. insurance coverage;
4. rental of a tow bar for a personal vehicle;
5. gas used during rental of a vehicle;
6. servicing of appliances.

8.7 In no event will an employee be reimbursed for any labor involved during the course of a self-move, (i.e., to help load the vehicle).

#### Miscellaneous Relocation Expenses

9.1 Employees will be reimbursed through the use of a Relocation Expense Statement with itemized receipts for miscellaneous expenses which may be incurred by the employee when relocating to the new location that are not otherwise listed as covered expenses in this policy, not to exceed \$1,500 for new hires or \$1,800 for transferees.

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9.2 Proof of payment will be required in order to be reimbursed for these expenses (i.e., cancelled check and invoice).

9.3 Items that would be reimbursed may include, but are not limited to:

- a) Expenses incurred for disconnecting and reconnecting of appliances, if done by a third party and separate from commercial van line charges;
- b) Installation charge for telephone service at new residence;
- c) Rental car expenses during house hunting, including gasoline for the rental car only in cases where the employee travels by air or train to the new location, or a personal vehicle is unavailable;
- d) Child care expenses necessary to permit employee and spouse to search for a new residence. Childcare will be covered up to \$7.00 per hour or \$350.00 per week for in-home care for all of the employee's children. Childcare arrangements such as day care centers, family day care and live in arrangements must be discussed with the Benefits Representative in the White Plains Office or the Facility Manager of Human Resources;
- e) Installation charge for television/internet/cable connection which was installed in the employee's previous residence. Proof of telephone/cable/internet connection in employee's previous residence and new residence in the form of recent invoices must be provided;
- f) Fees for kennel or shipment of pets; and

9.4 See Attachment 2 for additional reimbursable expenses for transferred employees.

#### Reimbursement to the Authority

All benefits provided under this Policy are contingent upon the employee's continued employment with the Authority for a continuous period of at least one year from the employee's start date at the new Authority location. If the employee separates from service voluntarily prior to completion of such one-year period, he/she shall reimburse the Authority for a portion of all benefits (including any gross-up if applicable) paid under this policy in the following manner: (1) 75% of the total benefits (including any gross-up if applicable) provided if separation occurs within six months of the employee's start date at the new Authority location; (2) 50% of the total benefits (including any gross-up if applicable) provided if separation occurs on or after six months but prior to the completion of the one-year period.

10.1 In determining the portion of benefits which must be reimbursed by the employee under this policy, the one-year period shall be calculated from the first day of work at the new location.

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- 10.2 In the event that a reimbursement is due and owing to the Authority under this policy, the Authority shall deduct such amount from monies which would otherwise be payable by the Authority to the employee until the required reimbursement is satisfied. This shall be accomplished via payroll deduction from monies which would otherwise be due the employee in the following order: first, payments allocable to unused vacation time; second, payment for services rendered. If such deductions are insufficient to satisfy the reimbursement due hereunder, the employee shall provide the Authority with a certified check for the balance prior to his/her last day of employment.
- 10.3 Prior to the receipt of any relocation monies available under this policy, an employee shall indicate his/her affirmative consent to the reimbursement procedures specified in this policy by signing the Relocation Reimbursement Option Certification (Attachment 3).

Vice President Human Resources

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ATTACHMENT 1

RECRUITING LOCATION GUIDELINES FOR RELOCATION

The recruiting process limits the location of the search for different positions which therefore limits the availability of relocation benefits. All non-exempt positions and any position that falls outside of the following recruitment guidelines are ineligible for relocation benefits.

Eligible Positions for Relocation Benefits:

East of the Mississippi:

Exempt positions (non-engineering): grades 4-6, grades C-D, and leadership bands

Engineering and positions related to the generation and transmission of power: grades 2-6, grades C-D, and leadership bands

Nationwide:

Exempt (non-engineering) positions: leadership bands only

Engineering and positions related to the generation and transmission of power: grade D and leadership bands

ADDITIONAL REIMBURSABLE EXPENSES  
FOR EMPLOYEES **TRANSFERRED**  
FROM ONE AUTHORITY LOCATION TO ANOTHER

1.0 Sale of Residence at Former Location

- a) The transferred employee will be reimbursed through the use of a Relocation Expense Statement, with itemized receipts and a copy of the signed Settlement Statement (HUD Form), for the following expenses which may be incurred during the sale of his/her residence at the former location:
- 1) Real estate broker's commission not to exceed six percent of the gross selling price;
  - 2) Personal attorney's fees not to exceed one percent of the selling price.

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Additionally the transferred employee will receive up to a maximum of 5% of the gross selling price to cover the following expenses:

- 3) FHA, VA, and GI mortgage fees which are paid on the old residence. Reimbursement up to a maximum of three points;
- 4) Appraisal fee on former residence when appraiser is certified, whether or not transfer is accepted by employee;
- 5) Property survey fee, if this is a seller's expense in an amount as dictated by locale;
- 6) Lender's legal fees for preparing and recording legal documents and searching the title, if this is a seller's expense in an amount as dictated by the locale;
- 7) Unavoidable prepayment penalty fees on mortgage;
- 8) State transfer tax;
- 9) Records mortgage satisfaction and mortgage pick-up fees paid to the title company; and
- 10) Radon testing and resultant modifications required to sell old residence, not to exceed \$500.00 when proper documentation has been provided indicating that property is located in radon area.

2.0 Renting at Former Location

- a) A penalty for cancellation of the lease not to exceed security deposit and two months' rent less any amount earned by subleasing will be reimbursed when itemized receipts are furnished, accompanied by a complete Relocation Expense Statement;
- b) Forfeiture of security deposit as the result of damages to the residence is not covered.

### 3.0 Purchase of Residence at New Location

- 3.1 If the transferred employee was renting at former location, he/she will not be reimbursed for expenses which may be incurred if he/she chooses to purchase a residence at new location.
- 3.2 The transferred employee will be reimbursed through the use of a Relocation Expense Statement with itemized receipts and a copy of the signed Settlement Statement for the following expenses which may be incurred when purchasing a residence at the new location;
- a) Personal attorney's fees not to exceed one percent of the purchase price;
  - b) Closing costs not to exceed five percent of the purchase price which have been incurred for:
    1. lender's legal fees for preparing and recording legal documents and searching the title, if this is a purchaser's expense in an amount as dictated by the locale;
    2. loan origination fees - one point maximum;
    3. pre-purchase appraisal fees;
    4. inspection fees (radon, pest and flood only - not structural);
    5. lender's mortgage title insurance premium; (if not broken out by lender's/owner's premium, no amount will be reimbursed);
    6. credit report;
    7. application fee;
    8. property survey fee, if this is a purchaser's expense in an amount as dictated by locale;
    9. real estate taxes (escrow for those taxes are not reimbursed) state tax stamps only;
    10. lump sum mortgage insurance premium - private mortgage insurance premium (PMI) will not be reimbursed; and
    11. points - not to exceed three (this includes one point for origination fees).

### 4.0 Renting at New Location

The transferred employee will be reimbursed through the use of a Relocation Expense Statement with itemized receipts for real estate broker's fees in connection with the rental of an apartment or house, not to exceed ten percent of the first year's rent.

**Relocation Reimbursement Option Certification**

I, \_\_\_\_\_, hereby choose to receive:

Relocation Expense (as outlined in Relocation Policy EP 3.8)

**or**

A \$12,000.00 stipend in lieu of the relocation benefits available under the New York Power Authority’s (“Authority”) Relocation Policy, EP 3.8. In doing this I relinquish all relocation benefits that I would otherwise be eligible for as a newly hired or transferred employee.

Taxable lump-sum

Net stipend (for **Transferred** employees **only**)

I also agree that I will provide reimbursement to the Authority according to the schedule listed below if I voluntarily separate employment prior to completion of one year of service at the Authority.

1. I will reimburse the Authority 75% of the total benefit received, provided separation occurs within six months of my start/transfer date to the new Authority location.
2. I will reimburse the Authority 50% of the total benefit received, provided separation occurs on or after six months, but prior to the completion of one year beginning from my start/transfer date to the new Authority location.

In the event that my employment should terminate involuntarily, I understand that the above mentioned reimbursement will not be required.

I further authorize the Authority to deduct any such reimbursement due and owing to the Authority from such amounts as may otherwise be payable to me until full reimbursement is made to the Authority. Specifically, I hereby authorize payroll deduction first from any and all monies attributable to unused vacation time and second, if required, from compensation for services rendered.

If the above amounts provide insufficient to cover the entire reimbursement due and owing to the Authority, I hereby agree to provide the Authority with a certified check or money order for the balance prior to my last day of employment.

I acknowledge that this certification is **not** an employment contract and will not be construed or interpreted by me as containing any guarantee of continued employment. I recognize that my employment with the Authority shall be at-will and that the Authority may terminate my employment at any time and for any reason. I may also terminate my employment at any time and for any reason.

\_\_\_\_\_  
Signature

\_\_\_\_\_ Sworn to before me on the \_\_\_\_ day of \_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Received by HR (Initial and Date)

**SUBJECT: TRAVEL**

**1.0 SCOPE**

This policy establishes guidelines for business travel arrangements and travel expense reimbursements.

**2.0 IMPLEMENTATION**

This policy shall be adhered to by the staff of all Authority Business Units and Departments. Recommendations for changes to this policy or a new corporate policy shall be processed in accordance with CP 1-1 "Corporate Policy Program Administration".

**3.0 MANAGEMENT CONTROLS**

**3.1 General**

- 3.1.1 Employees must use Power Business Travel, (the Corporate Travel Desk), for air, hotel and car rental arrangements in order to be reimbursed for business travel expenses.
- 3.1.2 The Travel Desk will make the most cost effective arrangements that meet the traveler's needs. Exceptions or changes to Travel Desk recommended arrangements must be approved by the traveler's Business Unit/Business Head.
- 3.1.3 Travel associated invoices must be submitted with expense statements for reimbursement.
- 3.1.4 In the event that emergency travel arrangements are made by the traveler, written explanation of the circumstances must be provided to the Travel Desk, which will produce an invoice to be submitted with the expense statement.
- 3.1.5 Every effort will be made to meet employee **employee** travel needs while taking advantage of New York State contracted or "economy/advance purchase" airfares, "government" or "corporate/seminar" lodging rates and "negotiated" or "discount" rates for vehicle rental.
- 3.1.6 Tax exempt forms should always be used to prevent state and local taxes from being added to hotel or car rental bills whenever employees are traveling **for NYPA business** in New York State, since

**CORPORATE POLICY: TRAVEL**

New York taxes will not be reimbursed ~~on employee expense statements.~~

- 3.1.7 The Travel Desk will make the most cost effective arrangements for out-of-office meetings, seminars and training sessions, and must be used to book the rooms and facilities required for these types of events.
- 3.1.8 The Travel Desk will optimize cost savings and minimize trip times by scheduling/assigning the company plane and arranging charter flights as appropriate. (See sections 3.8 and 3.9)
- 3.1.9 Whenever possible, employees should use fleet vehicles, which will be maintained at all sites, to secure ground transportation for business purposes; however, employees are expected to use alternate means, including personal vehicles, if fleet vehicles are not available. To request a fleet car, the traveler should go to NYPA's intranet page and follow the instructions.
- 3.1.10 Expenses incurred for meals while traveling will be reimbursed according to the Corporate Accounting Policy (CAP) 1.5, Reimbursement of Employee Meal Costs.
- 3.1.11 Any exceptions to this travel policy must be approved by the Director of Corporate Support Services and Senior Vice President of Corporate Support Enterprise-Shared Services.

**3.2 Responsibilities**

- 3.2.1 The manager authorized to approve an employee's Expense Statement must ensure that the ~~employee~~ employee has complied with the provisions of this policy.
- 3.2.2 Employee are responsible for compliance with this Corporate Policy and also for verification that all travel arrangements are correct.
- 3.2.3 The Director of Corporate Support Services and SVP Corporate Support Services implement this policy and determine appropriate revisions.

**3.3 Travel Arrangements**

- 3.3.1 Employees must book all business travel through the Travel Desk. Travel Coordinator will book the most cost effective and time efficient travel for the employee's trip.

- 3.3.2 If an employee requests a different itinerary than provided by the Travel Desk, the traveler must obtain approval from the appropriate manager or Departmental designee. The email with the approval should be forwarded to the Travel Desk before tickets can be issued. All approved exceptions will be maintained in the Travel Desk files.
- 3.3.3 Employees should make travel requests as far in advance as possible, so that the Travel Coordinator may obtain the lowest airfares and hotel rates. The travel request should include preferred time and departure airport, location and dates of meetings/accommodations, etc.
- 3.3.4 Every effort will be made to secure alternatives that meet both the employee's preferences and this policy. The Travel Coordinator will notify the employee if preferred routings, departure times, or hotel accommodations are not available or if preferred airlines or airports or hotel accommodations are not the most reasonable and lowest-cost alternatives. New York State Office of General Services (OGS) negotiated or NYPA negotiated discount fares will always take precedence over whatever airline or routing that the passenger prefers.
- 3.3.5 NYPA allows employee to participate in and keep the benefits of "frequent flyer" and other mileage/usage related programs. However, required business travel will not be arranged to meet any particular program requirements, unless program pricing is equal to or less than competing alternatives.
- 3.3.6 If the employee is traveling on NYPA business outside the U.S., the employee may need a valid passport. If the employee needs to acquire or renew his U.S. Passport to conduct NYPA business, then NYPA will reimburse the employee for that expense.

#### **3.4 Reimbursement**

**CORPORATE POLICY: TRAVEL**

- 3.4.1 Business air or train travel will be charged by the Travel Desk to a centralized Citibank VISA account that will be reconciled by Accounting staff. ~~-. Air and/or train travel for NYPA business will not be expensed by the individual traveler.~~
- 3.4.2 ~~Employee t~~Travel expenses, other than air or train tickets, are reimbursed through the Employee Expense Statement (hard copy or electronic, whichever applies). The employee submitting an expense statement is responsible for its accuracy and completeness. Additionally, the signature or electronic approval of the employee's supervisor, manager, director (or higher) indicates that the expense statement is complete, meets documentation and receipt requirements, includes only reasonable business expenses and is in compliance with this policy.
- 3.4.3 Travel invoices issued by the Travel Desk in response to a traveler's requested trip arrangements must be attached to the expense statement to ensure reimbursement of approved business expenses.
- 3.4.4 Travelers will not be reimbursed for any travel expenses not in compliance with this policy.

**3.5 Air Transportation**

- 3.5.1 The Travel Coordinator will seek to provide economical airfares which could include a one-stop flight or a connecting flight with a layover of two hours or less. Employees should be ready to accept alternative reservations established within a two hour "window" of their requested departure times in order to achieve fare savings.
- 3.5.2 A commercial aircraft must be multi-engine turbine powered with 2 pilots flying the trip.
- 3.5.3 All business travel of less than 2500 one-way air miles will be booked in "coach". If a business traveler has one way flight time exceeding 7 hours to their destination, the traveler can depart a day earlier so that he/she can be rested for the next day's activity. If a business traveler has one way flights that exceed 2500 air miles, business class may be booked instead of coach upon the approval of the Senior Vice President, ~~Enterprise Shared Corporate Support~~ Services.

**CORPORATE POLICY: TRAVEL**

- 3.5.4 If a New York State Office of General Services (OGS) negotiated fare is available for a traveler's proposed trip, then that fare will be used as long as it fits the requirements of provision 3.5.1. If an "incentive" or "special" fare is also available for the same city-pair, then that roundtrip fare may be used if the savings is more than \$200 over the OGS roundtrip fare. Any other exception must be approved by the employees supervisor.
- 3.5.5 Special fares" frequently provide substantial fare savings, but may carry up to a 100% charge for changes or cancellations. These fares can be very economical, but they have scheduling drawbacks, and should be used with caution. If these fares are booked and a change or cancellation is required due to legitimate business circumstances, the Authority will absorb the expense and charge the employee's cost center.
- 3.5.6 Employees may use a transportation differential of up to \$200.00 (roundtrip) to choose between trips originating from the New York City airports, i.e., LaGuardia, JFK and Newark, and from Westchester County Airport or Newburgh/Stewart Airport. For example, if a roundtrip originating from Newburgh/Stewart costs over \$200.00 more than the same trip from Newark, then the employee's trip will be booked from Newark unless an approval of the exception is sent by the individual who signs off on the employee's expense statement or the employee agrees to pay the amount in excess of \$200.00.
- 3.5.7 Ground transportation to/from airports should be as reasonable as possible, given employee's individual travel situations. The Travel Desk will assist employees in choosing among the airport transit options most suitable for them. Car service is expensive and should be last resort to get to the airport. Preferred car service providers who provide cost-effective rates for NYPA travelers, are listed on the Travel Desk's website. The use of the employee's personal car will be reimbursable in accordance with NYPA's "Business Mileage Rate for Transportation" which conforms to the IRS guidelines.

**3.6 Hotel Reservations**

- 3.6.1 The Travel Coordinator at the Travel Desk will always attempt to secure the lowest available rates for hotel accommodations, whether at "government", "corporate/seminar", "negotiated discount" or other special rates. The federal reimbursement rate for that location, as referenced in the U.S. General Services Administration's Domestic

**CORPORATE POLICY: TRAVEL**

Per Diem Rates, will be used as a guideline.

- 3.6.2 It is the policy of the Travel Desk to book overnight stays in hotels that provide a "government rate", unless no such suitable accommodation is available. The Travel Coordinator will indicate a choice of median-rated hotel accommodations within reasonable proximity to the employee's meeting/business location, in order to provide the most economical rates available for the employee. For conferences, reservations will be made in the hotel where the conference is being held, provided that those accommodations are in accordance with this policy. If an employee prefers to stay at a hotel with no government rate, when, in fact, a government rate is available at a nearby hotel, the reimbursement will cover only the amount of the declined government rate. All exceptions will be reported to Accounts Payable by the Travel Desk staff.
- 3.6.3 Unless otherwise requested, hotel accommodations for late arrivals will be automatically guaranteed to the traveler's corporate credit card.
- 3.6.4 When canceling a hotel reservation, the Travel Coordinator will give the ~~employee~~ employee a cancellation code which should be retained in the ~~employee's~~ employee's files. If cancellations are called in directly to the hotel, then the caller should notify the Travel Desk of the cancellation number, the name of the individual who accepted the cancellation, and the date and time of the cancellation. Please note that this information is necessary if the hotel mistakenly charges the ~~traveler~~ employee a "no-show" expense (usually the cost of one night's lodging).

**3.7 Car Rentals**

- 3.7.1 The Travel Coordinator will secure car reservations using NYPA's contract vendors.
- 3.7.2 The Travel Coordinators will always request the lowest (most fuel-efficient) car class size suitable for the business purposes. When fewer than three employees are traveling together, an intermediate-sized car or smaller will be booked unless there are compelling business related reasons that call for a larger vehicle.

**CORPORATE POLICY: TRAVEL**

- 3.7.3 ~~Employees traveling for business~~~~Business travelers~~ should use their Corporate Credit Cards for car rental transactions since the credit card is providing Collision Damage coverage through a separate agreement with NYPA. A traveler will NOT be reimbursed for collision damage insurance on a car rental.
- 3.7.4 Liability Insurance Supplement (LIS) and Personal Accident Insurance (PAI)/Personal Effects Coverage (PEC) will be offered by most car rental agencies. PAI allows renters to elect accidental death and blanket medical coverage for themselves and their passengers, while PEC provides insurance for loss of or damage to a customer's personal effects during the rental period. These extra insurances, e.g., LIS, PAI, and PEC will NOT be reimbursed by NYPA.
- 3.7.5 The completed car rental agreement with the receipt for payment must be attached to the ~~employee's~~~~employee's~~ expense statement submitted for reimbursement.
- 3.7.6 All rental vehicle accidents must be immediately reported to NYPA's Insurance Department using appropriate forms.
- 3.7.7 ~~Employees~~~~Employees~~ should attempt to minimize rental costs. Cars picked up at one location should be returned to the same location whenever possible to avoid incurring mileage and drop-off charges. To avoid contract vendor fill-up charges, employees should return cars with a full tank of gas.
- 3.7.8 Transportation to/from airports to the office/hotel by van or bus service is encouraged. Many hotels/conferences offer a complimentary transport service. The Travel Desk can often provide advance information on such services, and assist in arranging for their use.

**3.8 Corporate Airplane**

- 3.8.1 NYPA Flight Operations will reserve the corporate airplane on a first-come, first-serve basis for personnel on Authority related business.
- 3.8.2 Each flight on the corporate airplane must be to and from destinations within New York State. Use of the corporate airplane should be the

**CORPORATE POLICY: TRAVEL**

most cost-effective choice when compared to commercial flights plus hotel lodging, car rentals, and employee lost productivity. This cost comparison is done through the use of TravelSense, a software program designed to compare the cost of travel via business aircraft versus airlines or other alternate means. If the TravelSense analysis indicates a trip is not a cost-effective use of the corporate airplane, Flight operations, in conjunction with the Travel Desk, will recommend other travel alternatives. Approvals are subject to the terms of section 3.1.11. TravelSense reports are kept by Flight Operations for all NYPA flights conducted on the corporate airplane detailing the cost savings associated each trip.

3.8.3 The corporate airplane cannot be used solely to transport board members to and from board meetings. Trustees performing Authority related work, may travel on the corporate airplane only on trips which have already been scheduled for other Authority employees and which result in no additional cost to the Authority.

3.8.4 Requests for use of the corporate airplane are made through the internet based NYPA Aircraft Reservation System hosted by Professional Flight Management. Select individuals are granted access to this site, and act on behalf of their business unit head, and

the business unit travelers, to submit all appropriate requests to Flight Operations. These requests are then processed and scheduled by the company pilots, and a notice of trip status is then sent to all passengers via email. All changes to trip requests are made through the same process.

To gain access to the intranet-version of the company airplane reservation system, a written request should be made to the Director, Aviation and Travel Operations. The basis for the request should be indicated, e.g. that he/she is replacing someone who has current access or showing that the group he/she represents is a frequent user of the corporate airplane, and has been approved by the business unit head to act on their behalf as a designated scheduler. The Director, Aviation & Travel Operations will then ensure that these individuals are granted access to the reservation system which includes the corporate airplane's 90 day extended schedule.

3.8.5 Consultants or contractors, performing NYPA related work, may utilize the corporate airplane provided that this trip results in no additional cost to NYPA. Non-NYPA travelers will be required to sign a written waiver of any claim or liability against NYPA arising

out of such use. Federal, State or Local Government officials may, under special circumstances, utilize the corporate airplane for government purposes.

- 3.8.6 The cost of the corporate airplane is not charged back to the employees' budgets but is budgeted as a corporate resource for all business units of NYPA.
- 3.8.7 If the corporate airplane is unexpectedly unable to fly a scheduled trip, then other means of travel will be arranged for those booked. If the other means of travel, due to special conditions, is a charter plane, then the cost of the charter will in most cases be charged back to the appropriate departmental budget(s).

### **3.9 Charters**

- 3.9.1 The Travel Desk is responsible for arranging aircraft charters. If NYPA's corporate airplane is unable to do a trip for the business group and commercial flights are not available or cost justified, then charter prices may be sought from those vendors with contracts with NYPA to provide charter aircraft. The aircraft most closely meeting the needs of the business group and with the most cost effective pricing will be booked to satisfy extreme travel circumstances.

A charter aircraft must be multi-engine turbine powered with 2 pilots flying the trip. The pilots must meet NYPA's minimum standards for its own pilots.

- 3.9.2 The request for a charter aircraft must be approved by the President before committing to the charter provider. In the case of the President's request for a charter aircraft, the Senior Vice President of ~~Enterprise Shared Corporate Support~~ Services, the General Counsel and the Chairman must approve the trip.
- 3.9.3 To finalize the transaction, the business group must provide the appropriate NYPA cost center code and the cost element to the Travel Desk, so that the cost can be charged back to the departmental budget.
- 3.9.4 The charter trip will be scheduled as an additional trip on the corporate plane schedule, viewable on NYPA's intranet, so that NYPA's pilots and other users are aware of it. In this way, available seats might be filled with other travelers.

3.9.5 If there is a concern over the possibility of an emergency need for the corporate airplane, the charter plane may be kept reserved until 24 hours before the trip and then released. If the corporate airplane becomes available by the close of business on the day before the scheduled trip, it should be the preferred aircraft, replacing the charter.

3.9.6 Charters usually have cancellation penalty clauses that are substantial. Any arrangements must include the business group representative's agreement to pay the cancellation fees which may be imposed.

### **3.10 Meetings/Seminars/Training Sessions**

3.10.1 NYPA events such as meetings, seminars, and training sessions that are held out of the office must be reviewed by the Travel Desk.

All hotel accommodations must be booked for these events through the Travel Desk to ensure rate policy compliance. Employees should send written proposals to Travel Desk in a timely fashion for review and scheduling. Only hotel rooms and meeting facilities will be reviewed and booked by Travel Desk personnel. Food requirements, meeting set-up, etc are the responsibility of the respective Business Unit.

Plans for group business luncheons or dinners for 50 people or less, may be made by the appointed person from within the Business Unit or department sponsoring the event. The cost of all such luncheons or dinners must be kept within the limits of the reimbursement policy covering Off Premises Meals.

3.10.2 Events estimated to exceed \$15,000 will be submitted to Procurement for advertising in the Contract Reporter. Procurement will issue a bidding document to interested parties. Travel staff and the requesting group's representative(s) will review the bids and select the most appropriate and cost-effective provider.

Events in the \$5,000 to \$14,999 range will be researched by the Travel Desk staff who will recommend a vendor to Procurement for contract execution.

3.10.3 When the cost and details of the conference room(s), refreshments, and other amenities from the hotel, restaurant or conference center have been agreed upon, the designated business group representative should sign the contract from the vendor. After the event, the requestor is responsible for reviewing, entering budget codes and sending the subsequent bill for services in a timely manner to Accounts Payable for issuance of the payment.

3.10.4 Outside meeting arrangements generally include cancellation clauses. Please note that any arrangement must include the requesting business group representative's agreement to pay any cancellation fees involved.

### **3.11 Cancellation/Revisions**

3.11.1 The Travel Coordinator should be immediately advised of any cancellations – air, hotel, car, etc. Failure to do so could result in penalties on airfares and no-show charges for hotels and cars. Please note that any NYPA incurred avoidable charges will be billed to the business group's appropriate responsibility code/cost element if not properly cancelled.

3.11.2. Except in emergency situations, any revisions to an employee's itinerary must be made by the Travel Desk. Charges for emergency measures must be supported by appropriate documentation from vendors.

### **~~3.12 Contractor Travel~~**

~~3.12.1 Contractors **must** make all travel arrangements through the NYPA Travel Desk. Travel arrangements made through outside travel agencies are only reimbursable in accordance with current NYPA negotiated or government rates.~~

~~3.12.3 A complete Contractor Travel Profile form must be on file for each contractor prior to requesting travel services from the NYPA Travel Desk. The Contractor's NYPA manager will request Accounts Payable staff to assign a NYPA Contractor Number for each contractor who will be traveling. The number is then added to the Contractor Travel Profile before it is forwarded to the NYPA Travel Desk.~~

**CORPORATE POLICY: TRAVEL**

- ~~3.12.4 All Contractor Travel requests must have the contractor's NYPA manager's approval prior to submission to the Travel Desk.~~
- ~~3.12.5 The maximum amount of reimbursable airfare should not exceed the cost of round trip government airfare between the appropriate NYPA facility and the location of the contractor's preapproved point of origin, unless otherwise authorized by the appropriate NYPA business unit head or designee.~~
- ~~3.12.6 The NYPA Travel Desk will issue itineraries for all travel arrangements made for Contractors. A copy of these itineraries will be sent via email to the contractor and the appropriate NYPA manager. A copy of a contractor's NYPA travel itinerary and associated receipts, excluding meals, must be attached to vendor's invoice.~~
- ~~3.12.7 The NYPA Meal Policy must be adhered to by contractors at all times. Meal expenses which do not conform to this policy are not reimbursable. Meals shall be paid on a per diem based on the schedule listed below. Meal receipts are not required.~~
- ~~3.12.8 NYPA's N.Y. State Sales Tax Exemption forms must always be used for hotel and car expenses incurred within New York State. Sales tax charged for these services within New York State are not reimbursable.~~
- ~~3.12.9 Contractors/consultants will use their personal credit cards for car rental transactions.~~
- ~~3.12.10 Additional fees, such as auto insurance, road side assistance on car rentals, will not be reimbursed. Upgrades to larger size or luxury vehicles are also not reimbursable. Miscellaneous expenses, such as tips, fees for use of hotel gym/ fitness rooms, medications, toiletries, snacks, magazines, newspapers, etc. are personal and will not be reimbursed.~~
- ~~3.12.11 The NYPA Travel Desk must be advised immediately of any cancellations. Failure to do so may result in penalties or no show charges which are not reimbursable.~~
- ~~3.12.12 NYPA Managers will review all contractor travel expense invoices to ensure compliance with this policy.~~

**4.0 REFERENCES**

- 4.1 CP 1-1 – Corporate Policy Program Administration
- 4.2 CAP 1.5 – Reimbursement of Employee Meal Costs
- 4.3 Corporate Flight Operations Manual
- 4.4 CP 2-8 – Motor Vehicle Policy

**5.0 ATTACHMENTS**

- 5.1 Power Business Travel Invoice
  - 5.2 NYS Sales Tax Exemption Certificate
  - 5.3 NYS Hotel Tax Exemption Certificate
- President and Chief Executive Officer

PLEASE REFER TO THE PORTION OF THE HUMAN RESOURCES POLICIES ENTITLED DISCLAIMERS WHERE YOU WILL FIND A STATEMENT, WHICH PERTAINS TO ALL EMPLOYEE POLICIES, INCLUDING THIS ONE.

## TRANSFER OR RE-EMPLOYMENT IN PUBLIC SERVICE

### Employees Leaving Employment with the Authority

- 1.1 Employees of the Power Authority of the State of New York (“Authority”) who leave the Authority, or within one year of termination of employment with the Authority, are employed with the State of New York, (Executive, Legislative, or Judicial branch), a civil division thereof, or another New York State public benefit corporation, may, if they so elect, transfer accruals and retain the anniversary date of their employment with the Authority for all purposes including employee eligibility for benefits in their new employment with the State of New York, a civil division thereof, or another New York State public benefit corporation consistent with agreements made between the Authority and state or municipal civil service commissions or other New York State public authorities.
- 1.2 “Civil division”: - for the purpose of administering this policy a civil division shall be a city, county, town or village that participates in the New York State and Local Retirement Systems. A civil division shall not include a school district.

### New Employees

- 2.1 Without regard to their date of first employment with the Authority, employees who leave the employment of the State of New York (Executive, Legislative, or Judicial branch), a civil division thereof, or another New York State public benefit corporation and who are employed or rehired by the Authority within one year of termination, shall be entitled to transfer accruals and retain the anniversary date of their employment with the State of New York, a civil division thereof, or another New York State public benefit corporation as their anniversary date with this Authority for all purposes including the employees’ eligibility for all benefits in their new employment with this Authority.
- 2.2 “Civil division” – see 1.2 above.

### Transition

- 3.1 Employees of the Authority who have prior employment that may qualify as Authority employment under this policy shall be given a reasonable period to make application for such an adjustment in their date of employment with the Authority and retrospective adjustment of benefits shall be made where applications are approved.
- 3.2 The terms of this policy shall not be implemented with respect to bargaining unit personnel in the absence of collective negotiations.

### **Benefits in Retirement**

4.1 In order to continue benefits in retirement, both of the following conditions must be met:

- a) You must have 10 years of combined service with the Authority and New York State. At least five years of service must be with the Authority unless you are covered under this policy (refer to section 2.1), in which case, a minimum of three years of NYPA service is required. Employees with a Section 211 or 212 exemption must have 10 years of NYPA service; and service.
- b) You terminate employment with the Authority and immediately collect a pension from the New York State and Local Retirement Systems.

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Vice President, Human Resources

NEW YORK POWER AUTHORITY

EP: 2.2

EMPLOYEE POLICY

REVISION: 2

DATE: 11/27/2000

PLEASE REFER TO THE PORTION OF THE EMPLOYEE POLICIES ENTITLED DISCLAIMERS WHERE YOU WILL FIND A STATEMENT, WHICH PERTAINS TO ALL EMPLOYEE POLICIES, INCLUDING THIS ONE.

## JOB DESCRIPTION AND EVALUATION

- 1.1 This policy permits the New York Power Authority to ensure internal equity among salaried employees by recognizing the differences in job content and providing a salary range and grade that reflects the relative value of each job to the market and to the Authority.
- 1.2 All salaried Authority employees must have an approved job description and associated evaluation of their job.
- 1.3 The job evaluation, which results in the assignment of a salary grade or target, is based on the scope of the position's accountabilities, challenges, decision-making authority, competencies, experience, and educational requirements, stated in the job description and the market value. Both the job description and market evaluation must be mutually supportive of each other.
- 1.4 The Authority may periodically review and revise job descriptions and evaluations to ensure that they accurately reflect the content of the job, and appropriate salary range and grade.

### Responsibilities

- 2.1 Business Unit and Department Heads must ensure that all salaried positions in their Departments/Facilities have accurate and up-to-date descriptions. In the case of the facilities, the Facility Managers of Human Resources *assist* in the writing and review of job descriptions. In the Headquarters, the Compensation group in Human Resources provides assistance.
- 2.2 Both the employee and the supervisor must sign the job description to attest to the accuracy of the information, duties, responsibilities and requirements it describes.
- 2.3 The Human Resources Compensation group reviews and evaluates job descriptions as requested by the Business Unit and Department Heads or designees. The evaluations are coordinated with these senior managers before they are implemented. The Human Resources Compensation group staff ensures that all job descriptions provide sufficient information on the positions so that they may be adequately evaluated.
- 2.4 The Business Unit and Department Heads, and/or designees will provide input on job evaluations provided by the Human Resources Compensation group staff.

### Competency Based Job Family Models

- 3.1 In certain instances job family models will be developed and evaluated by the Human Resources Compensation group staff in cooperation with Business Unit and Department Heads, and Regional Managers. These models are generic in nature and do not specify the particular accountabilities, nature and scope, and requirements of individual jobs. They state the general characteristics, typical responsibilities, and competencies associated with different levels of work within a job family. They are intended to supplement, not replace, specific job descriptions. The grade levels assigned for the different levels of work and competencies in a job family are determined by job evaluation.
- 3.2 For certain types of jobs, a skill-based salary structure may be developed by the Human Resources Compensation group staff in cooperation with Business Unit and Department Heads, and Regional Managers. This model defines an individual job by the number (and for some jobs, the level) of skills in which an employee develops proficiency.

### Procedure

- 4.1 All jobs must be described on the appropriate New York Power Authority Position Description form – Exempt or Non-Exempt – following the specifications expressed in the *Guidelines for Completing Job Description Form*.



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Executive Vice President  
Corporate Services and Human Resources

NEW YORK POWER AUTHORITY

EP: 3.4

EMPLOYEE POLICY

REVISION: 6

DATE:

511/4608/

2011

PLEASE REFER TO THE PORTION OF THE HUMAN RESOURCES POLICIES ENTITLED DISCLAIMERS WHERE YOU WILL FIND A STATEMENT WHICH PERTAINS TO ALL EMPLOYEE POLICIES, INCLUDING THIS ONE.

## LEAVES OF ABSENCE

- 1.1 This policy provides the requirements for a salaried Authority employee to take one of the following leaves of absence: leave due to death in the family, military leave, leave for jury duty, or personal leave without pay. (Information about leaves of absence covered by the Family and Medical Leave Act is found in EP: 3.3.)

### Leaves Due To Death In The Family

- 2.1 The Authority provides three days of paid leave when there is a death in an employee's immediate family. Temporary Employees (as defined in Section 2.1(e) of EP: 3.1) are not eligible for such paid leave. [\(What about provisional and the other job categories?\)](#)
- 2.2 Immediate family is defined as an employee's spouse, mother, father, stepmother, stepfather, brother, brother's spouse, sister, sister's spouse, child, child's spouse, stepchild, grandparents, grandchildren; or an employee's spouse's mother, father, brother, sister, children, or grandparents. For these purposes "spouse" will include domestic partners who have satisfied NYPA's Domestic Partner Benefits eligibility (even if not subscribed to NYPA Domestic Partner medical benefits). [Refer to the Flexability Plan Overview of Employee Handbook or the HR intranet site.](#) ~~[Is Domestic Partner changing due to recent changes in law? If so, this should be revised to mirror that change.](#)~~
- 2.3 If an employee will be absent due to the death of an immediate family member he/she must notify his/her supervisor as soon as possible.
- 2.4 The employee's time, indicating the reason for the absence must be entered in the time entry system and the appropriate documentation must be submitted to the employee's supervisor. Vacation leave or a floating holiday is to be used when the deceased is someone other than immediate family (as listed in Section 2.2), or if an employee intends to take more than the three days provided for in this policy.
- 2.5 Leave due to death in the immediate family is paid at an employee's base salary for the number of days absent (up to three days).

### Military Leave

- 3.1 If an employee (as defined in Section 2.1 (a), (b), (c) and (d) of EP: 3.1) is a member of the National Guard or the Organized Reserve Forces of the United States he/she will be

allowed up to 30 workdays leave of absence per calendar year with full pay for military service.

- 3.2 Documentation of appropriate military orders must be provided prior to the commencement of the leave, with as much advance notice as possible.
- 3.3 Upon return from leave, the Payroll Department must receive a copy of the appropriate military orders.
- 3.4 Authorized military leave is paid at an employee's base salary.
- 3.5 Special circumstances may apply to employees who are activated in connection with serving in the military under a U.S. Declaration of War or Congressional Authorization of Force. For more details contact your local Human Resources office.

#### Leave For Jury Duty

- 4.1 The Authority provides a full-time, part-time or provisional salaried employee (as defined in EP: 3.1) with a paid leave of absence for the time needed to fulfill jury duty service. Temporary salaried employees, cooperatives and interns are entitled to minimum benefits for a leave of absence due to jury duty as required by law.
- 4.2 If an employee is summoned and required to serve on jury duty, he/she must advise his/her supervisor of the jury duty summons as soon as possible.
- 4.3 The employee is expected to report to work to the extent reasonably practicable when jury duty requires only part of the day.
- 4.4 Upon return from jury duty the employee must furnish his/her supervisor with a copy of the jury duty summons, or similar documentation.
- 4.5 Employees are paid for all days served on jury duty at their base salary in effect upon commencement of leave.

#### Pay Status Of Authority Employee Subpoenaed As A Witness

- 5.1 If an employee is subpoenaed to testify in a judicial or administrative proceeding as a witness on a matter arising out of his/her responsibilities at the Authority, or if an employee appears in a judicial or administrative proceeding at the request of the

Authority, he/she will be paid at his/her base salary.

- 5.2 In all other circumstances, e.g., when an employee appears as a witness in a matter unrelated to the ~~Authority, Authority~~ or for activities outside the scope of his/her Authority responsibilities, vacation time must be charged for any absence in connection with that appearance.

#### Personal Leave Without Pay

- 6.1 A leave of absence, other than a medical leave or a Family and Medical Leave Act ("FMLA") leave, (see EP: 3.3), to pursue personal interests will be considered on an individual basis as long as the absence will not adversely affect his/her department's work goals and needs.
- 6.2 If an employee is seeking to take a personal leave without pay he/she must submit a written request to his/her supervisor indicating the reason for the leave, the date the leave is expected to commence and the expected length of the leave. If the supervisor and the Business Group, Unit/Department Head, or Regional/Plant Manager (approval level based on Business Group Head discretion), approves a request, approval from the Human Resources Department Head must be received before the employee is notified that the request has been granted. Requests for such leave should be forwarded to Employee ~~Relationsesources~~ at headquarters or the Facility Manager of Human Resources for site staff so approval can be obtained from the Human Resources Department Head.
- 6.3 Before an employee is placed on personal leave without pay, he/she must exhaust all accumulated vacation leave credits, unless special exemption has been granted by the Human Resources Department Head. Accumulated sick leave credits may not be used for personal leave purposes.
- 6.4 Job security while on personal leave without pay will be considered by the respective department, in consultation with Employee ~~Relationsesources~~ based on the individual circumstances (i.e., length of leave, reasons, etc.).
- 6.5 A member of the Employee ~~Relationsesources~~ staff at headquarters or the Facility Manager - Human Resources at the sites will provide direction about the personal leave without pay. All benefits, with the exception of long-term disability and New York State Retirement System service credit (which require active payroll status), will continue for a personal leave without pay of 30 days or less. The employee will be required to pay his/her employee contributions during a personal leave without pay of 30 days or less. If a personal leave without pay is granted for a period of more than 30 days, all benefits, with the exception of long-term disability and New York State Retirement System service

credit, can be continued if the employee pays the full cost of the benefits. Arrangements can be made to continue benefits by making contributions on a post-tax basis.

- 6.6 Long-term disability insurance coverage will cease at the commencement of an approved personal leave without pay, but will resume upon the employee's return from leave. New York State Retirement System participation will continue; but the employee will not earn service credit during the period of the leave. Service credit will resume upon an employee's return from leave.
- 6.7 If an employee is on personal leave without pay on January 1, he/she will receive sick and vacation leave credits on a pro-rated basis upon his/her return to work. If an employee receives sick and vacation leave credits on January 1, and commences a Personal Leave without pay after that date, he/she keeps the sick and vacation leave that was credited on January 1.
- 6.8 When an employee is on personal leave without pay, he/she will not receive holiday pay if a holiday occurs during the leave.
- 6.9 ~~Occasional attendance will not qualify employee to return to active status unless such coverage is mandated by law (FMLA). ????~~ ~~what does this mean?~~ ~~Maybe rephrase—~~ ~~Requests for intermittent Personal Leave that are approved by the business unit will result in placing the employee on part-time status and weekly time sheet reporting schedule until such time that they return to full-time status.~~
- ~~7.06.9~~ ~~Upon~~ ~~Before~~ an employee's return from an approved personal leave without pay, the supervisor ~~must notifies-notify~~ the Employee Relations ~~sources~~ Unit of Human Resources at headquarters or the Facility Manager - Human Resources, so that the necessary payroll and benefits transactions can be initiated to return the employee to active status (the employee cannot return to work at his/her discretion).

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Vice President, Human Resources

PLEASE REFER TO THE PORTION OF THE HUMAN RESOURCES POLICIES ENTITLED DISCLAIMERS WHERE YOU WILL FIND A STATEMENT, WHICH PERTAINS TO ALL EMPLOYEE POLICIES, INCLUDING THIS ONE.

## EMPLOYEE ASSISTANCE PROGRAM

- 1.1 The Authority provides the Employee Assistance Program (EAP) as a confidential counseling, assessment and referral service that can help employees and their family members with issues such as stress and anxiety, mental and emotional problems, alcohol and drug dependencies, marital and family problems, legal and financial issues, child care, adult care and work related problems.
- 1.2 At any time of any day, employees using a toll free phone number may contact, in confidence, an Employee Assistance Counselor at the EAP directly. Additionally, employees may contact the EAP through a ~~Senior~~ Employee Relations ~~Specialist~~ in the WPO and/or the Human Resources Facility Managers at the sites.
- 1.3 The EAP may also be used for referrals of employees by supervisors in conjunction with Human Resources, or by Human Resources independently, as further set forth in this policy.
- 1.4 There is no charge to employees (and/or their family members) for services provided by the EAP. However, if employees or their family members are referred by the EAP to other professionals for additional care, treatment and/or assistance, the employee or family member will be responsible for the costs.

### Confidentiality

- 2.1 A vital aspect of this program's success is confidentiality in handling employees' problems. Therefore, the utmost care will be taken by the EAP and Human Resources to preserve the dignity and privacy of the individual. This policy will be administered in accordance with all applicable laws.
- 2.2 The EAP adheres to legal and professional responsibilities applying to mental health professionals. EAP staff is legally required to break confidentiality and report any individuals judged to be a hazard to themselves or others to the appropriate authorities within and outside of the Authority.
- 2.3 When an employee (and/or their family members) contacts the EAP on their own, their identity will be withheld from the Authority. However, if there is reasonable belief that the employee's condition may constitute a hazard to themselves or others, EAP staff will notify the ~~Sr. Employee Relations Specialist~~, or designee, in the WPO.

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Referrals to EAP

- 3.1 Supervisors should NOT at any time attempt to diagnose an employee's problem or counsel an employee about personal problems.
- 3.2 When a less than satisfactory performance is identified by a supervisor and an employee's job performance or behavior does not improve through normal supervisory intervention, the employee may be encouraged by the supervisor to seek assistance through the EAP. If, however, a less than satisfactory job performance is due solely to a perceived or substantiated lack of capability, the EAP should not be utilized. (See Performance Improvement Policy, EP: 4.2)
- 3.3 When a supervisor becomes aware of any unacceptable behavior (i.e., unusual or inappropriate behavior on the job) or if a supervisor is of the opinion that an employee may be hazardous to himself/herself or other employees, the supervisor shall immediately contact ~~a Senior~~ Employee Relations ~~Specialist~~. At the sites, the supervisor shall contact the Human Resources Facility Manager. ~~A Senior~~ Employee Relations ~~Specialist~~ will arrange for all EAP referrals, if appropriate.
- 3.4 Following a supervisory and/or HR referral, the supervisor/HR will only be told whether:
- a) The employee contacted the EAP Counselor (details of consultation will not be released);
  - b) There is or is not a recommendation for treatment (but NOT the nature of the recommendation);
  - c) The employee has accepted or rejected the recommendation; and
  - d) If the employee will require time away from work, in which case a specific leave date will be given by the EAP Counselor to HR Employee Relations, or the ~~Human Resources~~ Human Resources Facility Manager. The supervisor will be advised of this date as well as a probable return to work date.
- 3.5 If the employee is referred for treatment through the EAP and cannot return to work, he/she may be placed on leave in accordance with the Authority's leave policies or applicable labor agreement. Employees placed on leave as a result of an EAP intervention

must be cleared by the EAP before returning to work.

- 3.6 Referral to or use of the EAP does not excuse employees from complying with Authority policies, or from meeting expected job requirements and performance, during or after

receiving assistance or treatment. Nor does referral to or participation in the EAP preclude the Authority from instituting appropriate disciplinary action or performance assessment of an employee.

#### Fitness for Duty Referral

- 4.1 In accordance with the Fitness for Duty policy (EP 4.5) certain employees may be subject to mandatory referral to the EAP.
- 4.2 If an employee appears unfit for duty in accordance with the Fitness for Duty policy, ~~HR~~ Employee Relations in the WPO and/or the Human Resources Facility Managers at the site should be contacted immediately. The supervisor or the person(s) who observe the employees behavior should not speak to the employee at that time and should document their observations as soon as possible.
- 4.3 When an employee is referred to the EAP for Fitness for Duty, the employee must be cleared by the EAP, or another qualified medical provider, before returning to work. When a Fitness for Duty referral is made to the EAP, the Authority will be advised of the nature of the problem if one exists. The employee will be required to sign an authorization and consent to the release of information to the Authority.
- 4.4 If an employee tested on a random basis has a confirmed positive test for illegal drugs, or substances of abuse or alcohol (at or above the applicable regulatory threshold) as certified by a Medical Review Officer (MRO), the employee will be immediately referred to the EAP.
- 4.5 If an employee is required to be tested on a random basis and has a confirmed positive test for alcohol at .04BAC and above but below the applicable regulatory threshold, the employee may be immediately referred to the EAP. If an employee tests positive for drugs or alcohol, he/she will be subject to follow-up periodic unannounced testing to verify abstinence from the use of alcohol or drugs. In either case, the employee must be cleared by the EAP and the Medical Review Officer (MRO) before returning to work.

NEW YORK POWER AUTHORITY

EP: 3.5

EMPLOYEE POLICY

REVISION: 3

2012

DATE: ~~501/4610/2011~~

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Vice President, Human Resources

## CORPORATE POLICY

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### SUBJECT: MOTOR VEHICLE AND EQUIPMENT POLICY

#### 1.0 SCOPE

This policy addresses the management of company vehicles, mobile specialized work equipment, and rolling stock, including fleet management, acquisition and disposal, assignments, maintenance, usage, and reporting.

#### 2.0 IMPLEMENTATION

The staff of all Authority Business Units and Departments shall adhere to this policy. Implementing procedures shall be prepared as necessary to provide appropriate guidance in meeting the management controls described. Recommendations for changes to this policy or a new corporate policy shall be processed in accordance with CP1 -1 "Corporate Policy Program Administration.

#### 3.0 MANAGEMENT CONTROLS

##### 3.1 General

##### 3.1.1 Acquisition

- a) Fleet Management will purchase or lease all of NYPA's passenger vehicles, mobile specialized work equipment and rolling stock. All fleet vehicle and equipment purchases covered by this policy will be funded in the Fleet Management budget. Maintenance and supplies for these vehicles will be funded in each site Fleet Maintenance budget.
- b) Throughout the year, the Director of Fleet Operations (DFO) and/or his or her designee will undertake site visits to evaluate the condition of all fleet assets and meet with the site management to develop recommendations for replacement or reassignment of vehicles.

## **CORPORATE POLICY**

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- c)** By August 1<sup>st</sup> of each year, vehicle acquisition requests will be submitted to the DFO by each site manager or business unit head for review and consideration for possible inclusion in the following year's budget.
- d)** The standard for passenger vehicle review for replacement will be 75,000 miles or 5 years of service, whichever comes first. The estimated residual value, present condition, service and repair history and anticipated vehicle utilization will also be considered in the application of this standard.
- e)** The DFO will standardize the type of vehicle purchased based upon Office of General Services (OGS), group volume discounts and current Procurement Guidelines. See also 3.1.4 (e) below.

### **3.1.2 Maintenance**

- a)** The DFO will oversee the maintenance of all vehicles, mobile specialized work equipment and rolling stock. All fleet assets will be maintained according to the standards and procedures established by the DFO.
- b)** The mechanics assigned to Fleet Maintenance are responsible for the continued maintenance and upkeep of the site vehicles assigned to them at any time for such purpose.
- c)** Vehicle maintenance at the sites will be tracked in the Fleet Management Information System, which will be overseen by the DFO.

### **3.1.3 Fuel**

- a)** Preference should be given to using internal Authority Fuel Sites for fueling all Authority vehicles and equipment. Employee ID numbers and vehicle odometer readings must be accurately input into the fuel dispensing system. Failure to accurately input either Employee ID numbers or vehicle odometer readings will prevent the system from dispensing fuel.

## CORPORATE POLICY

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- b) In the event that vehicles and equipment need to be refueled in the field, Wright Express Fuel cards must be utilized. Employee ID numbers and vehicle odometer readings must be accurately input into the fuel dispensing system. Failure to accurately input either Employee ID numbers or vehicle odometer readings will prevent the system from dispensing fuel. **Fuel Card purchases are to be limited to regular blend fuel only, no premium blend fuel. Fuel cards are to be used only for the vehicle it is assigned to. Fuel Cards purchases are limited for fuel purchases only.**
- c) In the event that Wright Express Fuel Cards are not honored at the fuel site, an employee may elect to pay for the fuel in cash or personal credit card. Only computer printed receipts will be honored for reimbursement. Reimbursement for hand written receipts will be considered an exception to this policy and needs to be specifically approved by the department head of the individual seeking reimbursement.

### 3.1.4 Usage/Reporting Requirements

- a) NYPA owned vehicles (except those described in subsection (e) below), and vehicles rented by NYPA employees, are to be used for official business and are not to be used for personal purposes. **De minimis** or incidental use associated with the official business use of the car is permitted. Employees are to exercise reasonable judgment in the use of these vehicles.
- b) **Only NYPA employees are authorized to operate NYPA vehicles and/or equipment. Contractors are not allowed to operate NYPA vehicles and/or equipment unless being operated by a vendor for vehicle maintenance purposes.**
- c) **Only authorized passengers are permitted to ride in NYPA vehicles (except those described in subsection (e) below). Non-NYPA individuals such as family members should not be passengers in a NYPA vehicle unless they are involved in the conduct of NYPA**

## CORPORATE POLICY

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**business.**

- d) All fleet passenger vehicles, except those assigned to a specific employee with the explicit approval of the Senior Vice President of Enterprise Shared Services, are considered part of the company fleet and are available for shared NYPA business use at any time.
- e) If a specific employee is assigned a NYPA vehicle as set forth in subsection (d) above and authorized to use it for commutation or other personal use, that employee must do so in compliance with the applicable IRS, NYPA and payroll guidelines and requirements.
- f) The use of Alternate Fuel Vehicles (AFV) is both a State and NYPA mandate. Effective 2006, all purchases of vehicles weighing less than 8,500 pounds must be AFV's. Alternative Fuels will be used in Alternative Fuel Vehicles to the extent practical. Where applicable, electric vehicles may be deployed at all locations for low mileage trips and those functions which fall within the range of the electric vehicle.
- g) All vehicles are required to have their daily utilization recorded on a Daily Mileage Log except those assigned to a work activity that will not require the vehicle to leave the NYPA site (property) to which it is assigned.
- h) Vehicle and equipment assignment and re-assignment will be the responsibility of the DFO. The DFO will oversee the surplus and disposal process for all fleet assets covered by this policy utilizing the existing Procurement Guidelines.
- i) Any **NYPA employee** who operates a company vehicle or piece of equipment should take care of the condition of the vehicle or piece of equipment while in their custody. Employees are expected to exercise good judgment in the protection of the company's assets. Employees are responsible for identifying any potential damage or defects prior to use, and for quickly reporting any damage or defects after such use.

## CORPORATE POLICY

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- j) Any NYPA employee who operates a NYPA vehicle is required to attend the National Safety Council's defensive driving course once every three (3) years.
- k) Smoking in NYPA vehicles is prohibited.

### 3.2 Responsibilities

- 3.2.1 The DFO will have overall responsibility of overseeing this policy and assuring that all sites are in compliance with the said policy.
- 3.2.2. The General Maintenance Superintendents at the sites will be responsible for compliance with the vehicle policy at their respective sites.
- 3.2.3 The DFO will chair a committee with representation from each site who will be responsible for development of appropriate procedures for implementation of the policy subject to final approval by the responsible Senior Vice Presidents/ Executive Vice Presidents.
- 3.2.4 The Driver is responsible for having both a valid and appropriate class driver's license in his/her possession when operating any vehicle while on NYPA business. Human Resources (HR) Department is responsible for monitoring employee driver's license status via a license monitoring system. HR will maintain records of all drivers for five (5) years.
- 3.2.6 Employees shall abide by all applicable federal, state, and local laws or regulations and NYPA policies (e.g., EP 4.5 Fitness for Duty) while operating any vehicle on NYPA business or property.
- 3.2.7 All traffic and parking laws are to be obeyed. Posted speed limits are not to be exceeded, nor is the vehicle to be operated above safe driving speeds for road conditions. All motor vehicle violations

## CORPORATE POLICY

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received while operating a NYPA vehicle are the responsibility of the driver involved. Violations include, but are not limited to, parking tickets, moving violations, EZ-Pass speeding fines, and any late fees or penalties.

3.2.8 The use of hand held cell phones and other portable electronic device while operating a NYPA vehicle is prohibited. Refer to CP 1-6 [Restrictions on the Use of Hand-Held Mobile Telephones While Operating a Motor Vehicle.](#)

3.2.5 Failure to comply with any provision of this policy may result in disciplinary action up to and including termination of employment.

### **3.3 Additional Responsibilities for Commercial Vehicle Drivers**

Employees who drive commercial vehicles for work-related purposes must:

- a) give their site Human Resources Facility Manager (HRFM) information on all driving jobs held for the past 10 years when they apply for a position that requires operation of a commercial vehicle;
- b) complete a written pre-trip inspection report before operating any of NYPA's commercial vehicles;
- c) notify their site HRFM in writing within 30 days after a conviction for violating any motor vehicle traffic control law (other than a parking violation) regardless of the type (or owner) of vehicle driven when the offense occurred; and
- d) notify their site HRFM when their licenses have been suspended, revoked, or canceled, or if they have been disqualified from driving for any reason. This notification must be made before the end of the business day following the day the employee received notice of the suspension, revocation, cancellation, lost privilege, or disqualification regardless of whether the employee is required to report to work on that day.

## CORPORATE POLICY

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### 4.0 REFERENCES

- 4.1 CP 1-1 Corporate Policy Program Administration
- 4.2 CP 2.1 Travel
- 4.3 EP 4.5 Fitness for Duty

**President and Chief Executive Officer**

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**SUBJECT: RESTRICTIONS ON THE USE OF HAND-HELD MOBILE  
TELEPHONES WHILE OPERATING A MOTOR VEHICLE**

**1.0 SCOPE**

This policy sets forth restrictions on the use of hand-held mobile telephones by NYPA employees while operating NYPA motor vehicles or while operating other motor vehicles on Authority business.

**2.0 IMPLEMENTATION**

The staffs of all Authority Business Units and Departments shall adhere to this policy. Implementing procedures shall be prepared as necessary to provide appropriate guidance in meeting the management controls described. Recommendations for changes to this policy or a new corporate policy shall be processed in accordance with CP1-1, "Corporate Policy Program Administration".

**3.0 MANAGEMENT CONTROLS**

**3.1 Definitions**

- 3.1.1 The term "use" for the purposes of this policy is defined as holding a mobile telephone to, or in the immediate vicinity of, the driver's ear, **or dialing, texting, reaching for while operating a motor vehicle.**
- 3.1.2 The term "mobile telephone" shall mean a telephone that can be used without an access line for service, including, but not limited to, cellular, analog, wireless and digital telephones, and **any portable electronic device. Two-way citizen band radios are exempt.**
- 3.1.3 The term "motor vehicle" shall mean every vehicle that is propelled by any power other than muscular power.
- 3.1.4 The term "hands-free device" shall mean an attachment, add-on, addition to a mobile telephone, or other piece of equipment, whether or not permanently installed in a motor vehicle, that when operative allows the operator of a motor vehicle to maintain both hands on the motor vehicle's steering device.

### **3.2 General**

- 3.2.1 Except for the situations described in Section 3.2.2 below, employees are prohibited from using hand-held mobile telephones while (1) operating NYPA motor vehicles, or (2) operating other motor vehicles when conducting Authority business.
- 3.2.2 Employees may use hand-held mobile telephones for the sole purpose of communicating with any of the following regarding an emergency situation: an emergency response operator; a hospital, physician's office or health clinic; an ambulance company or corps; a fire department, district or company; or a police department.
- 3.2.3 Employees may use a mobile telephone equipped with a hands-free device, such as headsets or speakerphones, in a manner that permits the operator of the motor vehicle to maintain both hands on the motor vehicle's steering device.
- 3.2.4 A violation of this policy may result in the issuance of a written warning to the employee. Any violation of this policy by an employee who has already been issued a written warning may result in employee discipline, including the confiscation of the mobile telephone.

### **3.3 Responsibilities**

- 3.3.1 Each Business Unit and Department Head shall ensure that his or her staff is made aware of this policy.
- 3.3.2 Regional Managers shall conform and update all communications equipment currently issued to employees at the facilities or installed in motor vehicles maintained by the facilities in order to provide employees with a safe method of communications while driving that does not require the use of hand-held mobile telephones.
- 3.3.3 Systems Communications Engineering shall conform and update all communications equipment currently issued to employees to ensure a safe method of communications for employees while driving that does not require the use of hand-held mobile telephones.
- 3.3.4 Corporate Support Services/Fleet shall ensure that all communications equipment installed in NYPA motor vehicles are retrofitted to ensure a safe method of communications while driving that does not require the use of hand-held mobile telephones.

3.3.5 Travel Coordinators at Power Business Travel (the Power Authority's Corporate Travel Desk) shall inform employees renting motor vehicles for Authority business of the restrictions set forth in this policy.

3.3.6 Each employee shall be responsible for his or her compliance with this policy.

#### 4.0 **REFERENCES**

4.1 CP 1-1 Corporate Policy Program Administration

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**President and Chief Operating Officer**

Exhibit A  
February 28, 2012

Plan Document

for the

**DEFERRED COMPENSATION PLAN  
FOR EMPLOYEES OF  
THE POWER AUTHORITY OF THE  
STATE OF NEW YORK**

Amended and Restated as of the Effective Date

**Deferred Compensation Plan  
for Employees of  
the Power Authority of the State of New York  
Plan Document**

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**Deferred Compensation Plan  
for Employees of  
the Power Authority of the State of New York  
Plan Document**

**PURPOSE**

The purpose of the Plan is to encourage Employees to make and continue careers with the Power Authority of the State of New York by providing Employees with a convenient way to save on a regular and long-term basis and thereby provide for their retirement as set forth herein. The Employer adopted this Plan by complying with the procedures set forth in the Regulations.

A Participant's benefit under the Plan is limited to the Plan Benefit, and the value of the Plan Benefit will depend upon the investment results achieved by the Investment Options in which the Participant chooses to invest. Each Participant shall be 100 percent vested at all times in his or her Plan Benefit in accordance with the terms of the Plan.

In accordance with Section 457 of the Code, all amounts of Compensation deferred or contributed under the Plan, all property and rights purchased with such amounts and all income attributable to such amounts, and all other property and rights are held in trust for the exclusive benefit of Participants and their Beneficiaries and Alternate Payees pursuant to the Trust Agreement.

The Plan and the Trust Agreement are intended to satisfy the requirements for an eligible deferred compensation plan under Section 457 of the Code applicable to governmental employers described in Section 457(e)(1)(B) of the Code, and shall be construed and administered accordingly. To the extent that any term of the Plan is inconsistent with the provisions of Section 457 of the Code applicable to governmental employers, the inconsistent term shall, to the fullest extent possible, be treated for all purposes of the Plan as amended or reformed to conform to the applicable provisions of Section 457 of the Code.

Except as otherwise provided herein, this amendment and restatement of the Plan is effective as of the Effective Date.

## SECTION 1 DEFINITIONS

When used herein, the following terms shall have the following meanings:

- 1.1 “Account” means each separate account established and maintained for an Account Participant under the Plan, including, as applicable, each Before-Tax Deferral Account, Roth Account (if applicable), Rollover Account, Alternate Payee Account and Beneficiary Account.
- 1.2 “Account Participant” means each Participant, Beneficiary, Surviving Spouse, Alternate Payee or other individual with an Account.
- 1.3 “Administrative Service Agency” means an Administrative Service Agency as defined in the Regulations selected by the Committee to provide services in respect of the Plan.
- 1.4 “Alternate Payee” means any spouse, former spouse, child or other dependent of a Participant who is recognized by a Qualified Domestic Relations Order as having a right to receive all, or a portion of, the Plan Benefit with respect to such Participant.
- 1.5 “Alternate Payee Account” means the Account established for an Alternate Payee pursuant to a Qualified Domestic Relations Order.
- 1.6 “Amounts Deferred or Contributed” means the aggregate of Compensation deferred or contributed by a Participant pursuant to Sections 3.1 and 3.2, including Before-Tax Deferrals and Roth Contributions (if applicable).
- 1.7 “Before-Tax Deferral Account” means the Account or Accounts established under the Plan to record a Participant’s Before-Tax Deferrals, and the income, gains and losses credited thereto. A Beneficiary Account or Alternate Payee Account corresponding to the deceased or relevant Participant’s Before-Tax Deferrals may also be referred to as a Before-Tax Deferral Account.
- 1.8 “Before-Tax Deferrals” means that part of a Participant's Compensation which is deferred into the Plan and is not includable in the Participant’s taxable income which, in the absence of a Participant's election to defer such Compensation under Section 3.1, would have been paid to the Participant and would have been includable in the Participant’s taxable income.
- 1.9 “Beneficiary” means the beneficiary or beneficiaries designated by a Participant or Surviving Spouse of a Participant pursuant to Section 9 to receive the amount, if any, payable under the Plan upon the death of such Participant or Surviving Spouse.
- 1.10 “Beneficiary Account” means the Account established for a Beneficiary in accordance with Section 6.2.
- 1.11 “Business Day” means, subject to Section 4.4(b), any day (measured in accordance with State time) on which the New York Stock Exchange is open for the trading of securities.

1.12 “Code” means the Internal Revenue Code of 1986, as now in effect or as hereafter amended, and the applicable Treasury Regulations and rulings thereunder. All citations to sections of the Code are to such sections as they may from time to time be amended or renumbered.

1.13 “Committee” means the Deferred Compensation Committee appointed by the Employer in accordance with the Regulations to act on behalf of Employer to administer the Plan.

1.14 “Compensation” means:

(a) all compensation for services to the Employer, including salary, wages, fees, commissions and overtime pay that is includible in the Employee’s gross income for each Plan Year under the Code;

(b) any differential wage payments defined in Code Section 3401(h)(2) pursuant to the HEART Act; and

(c) any accumulated sick pay, accumulated vacation pay and back pay paid to a Participant by his or her Employer, provided that such accumulated sick pay, accumulated vacation pay and back pay is received by the Plan in accordance with the timing requirements of the Treasury Regulations promulgated under Section 457 of the Code.

1.15 “Distributee” means (a) an Employee or former Employee, (b) the Surviving Spouse of an Employee or former Employee and (c) the spouse or former spouse of an Employee or former Employee, but only to the extent such spouse or former spouse is an Alternate Payee under a Qualified Domestic Relations Order and only with regard to the interest of such spouse or former spouse.

1.16 “Distribution Waiting Period” means 45 days following a Participant’s Severance from Employment, or, to the extent that the Committee has designated a different Distribution Waiting Period under Section 8.1(e) of Schedule A, the Distribution Waiting Period as set forth in Section 8.1(e) of Schedule A.

1.17 “Earliest Retirement Date” means the earlier of (a) the date on which the Participant Severs from Employment or (b) the date the Participant attains age 50.

1.18 “Effective Date” means \_\_\_\_\_.<sup>1</sup>

1.19 “Eligible Retirement Plan” means:

(a) an individual retirement account described in Section 408(a) of the Code;

(b) an individual retirement annuity described in Section 408(b) of the Code;

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<sup>1</sup> Insert the date upon which the Employer adopted this amended and restated Plan. The Employer should delete this footnote from the adopted Plan document.

- (c) a qualified trust under Section 401(a) or 401(k) of the Code;
- (d) an annuity contract or custodial account described in Section 403(b) of the Code;
- (e) an eligible deferred compensation plan described in Section 457 of the Code that is maintained by a state, political subdivision of a state, any agency or instrumentality of a state or political subdivision of a state; and
- (f) a Roth IRA.

1.20 “Eligible Rollover Distribution” means all or any portion of the balance of the Plan to the credit of a Distributee or a Beneficiary of a Participant, except that an Eligible Rollover Distribution shall not include (a) any distribution that is (i) one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and the Distributee’s Beneficiary or (ii) for a specified period of ten years or more, (b) any distribution to the extent such distribution is required under Section 401(a)(9) of the Code, or (c) any distribution due to an Unforeseeable Emergency.

1.21 “Employee” means any individual who receives Compensation for services from the Employer, including any elected or appointed officer or employee of the Employer, and any employee who is included in a unit of employees covered by a negotiated collective bargaining agreement that specifically provides for participation in the Plan. An Employee shall not include an independent contractor, a consultant or any other individual classified by the Employer as not eligible to participate in the Plan.

1.22 “Employer” means the Power Authority of the State of New York.<sup>2</sup>

1.23 “Enrollment Date” means, with respect to an Employee who is eligible to enroll or be enrolled in the Plan, any payroll date on which such Employee receives Compensation, or such other date or dates as the Administrative Service Agency may establish either in lieu of, or in addition to, such dates.

1.24 “Financial Organization” means a Financial Organization as defined in the Regulations selected by the Committee to provide services in respect of the Plan.

1.25 “HEART Act” means the Heroes Earnings Assistance and Relief Tax Act of 2008.

1.26 “Includible Compensation” means “includible compensation” as defined in Section 457(e)(5) of the Code.

1.27 “Investment Fund” means each of the investment funds made available by the Committee through the Plan in accordance with Section 6.5(b).

1.28 “Investment Option” means each of the Investment Funds and each other investment option made available by the Committee through the Plan in accordance with Section 6.5(b).

1.29 “Loan Grace Period” means 90 days following the due date of a Participant’s scheduled repayment of his or her Plan loan, or, to the extent that the Committee has designated a shorter Loan Grace Period under Section 7.3(f) of Schedule A, the Loan Grace Period as set forth in Section 7.3(f) of Schedule A.

1.30 “Maximum Annual Number of Partial Distributions” means twelve partial lump sum payments per Plan Year, or, to the extent that the Committee has designated a different Maximum Annual Number of Partial Distributions under Section 8.1(c)(i) and (iii) of Schedule A, the Maximum Annual Number of Partial Distributions as set forth in Section 8.1(c)(i) and (iii) of Schedule A.

1.31 “Minimum Installment Amount” means \$100, or, to the extent that the Committee has designated a different Minimum Installment Amount under Section 8.1(c) of Schedule A, the Minimum Installment Amount as set forth in Section 8.1(c) of Schedule A.

1.32 “Minimum Lump Sum Amount” means \$100, or, to the extent that the Committee has designated a different Minimum Lump Sum Amount under Section 8.1(c)(i) and (iii) of Schedule A, the Minimum Lump Sum Amount as set forth in Section 8.1(c)(i) and (iii) of Schedule A.

1.33 “Normal Retirement Age” means any age designated by a Participant within the following parameters: (i) beginning (A) no earlier than the earliest age at which the Participant has the right to retire under the basic pension plan, if any, in which the Participant participates in connection with his or her service to the Employer and to receive immediate retirement benefits without actuarial or similar reduction because of retirement before some later age specified in such basic pension plan or, (B) in the case of a Participant who does not participate in such basic pension plan, no earlier than age 65, and (ii) ending no later than age 70½. Notwithstanding the previous sentence, a Participant who is a qualified police officer or firefighter (as defined under Section 415(b)(2)(H)(ii)(I) of the Code) may designate a Normal Retirement Age that is earlier than the earliest Normal Retirement Age described above, but in no event may such Normal Retirement Age be earlier than age 40. Notwithstanding anything in the Plan to the contrary, a Participant’s designation of a Normal Retirement Age shall not control the date that payment of such Participant’s benefits shall commence pursuant to Section 8.

1.34 “Participant” means an Employee or former Employee who is not deceased and who has an Account or Rollover Account under the Plan.

1.35 “Participation Agreement” means an agreement in writing or in such other form approved by the Committee, pursuant to which the Employee elects to reduce his or her Compensation and to have amounts deferred or contributed into the Plan on his or her behalf in accordance with the terms of the Plan.

1.36 “Plan” means the Deferred Compensation Plan for Employees of the Employer, as the same may be amended from time to time.

- 1.37 “Plan Benefit” has the meaning set forth in Section 6.5.
- 1.38 “Plan Year” means the calendar year.
- 1.39 “Qualified Domestic Relations Order” means any judgment, decree or order, including approval of a property settlement agreement, that has been determined by the Administrative Service Agency to meet the requirements of a qualified domestic relations order within the meaning of Section 414(p) of the Code.
- 1.40 “Qualified Roth Contribution Program” means a qualified Roth contribution program as defined in Section 402A of the Code.
- 1.41 “Regulations” means the rules and regulations promulgated by the Deferred Compensation Board of the State of New York pursuant to Section 5 of the State Finance Law, as the same may be amended from time to time.
- 1.42 “Required Beginning Date” means April 1 of the calendar year following the later of the calendar year in which the Participant: (a) attains age 70½, or (b) Severs from Employment.
- 1.43 “Review Committee” means the committee designated to review claims to rights or benefits under the Plan in accordance with Section 11.8 and requests for Unforeseeable Emergency withdrawals under Section 7.
- 1.44 “Rollover Account” means the Account or Accounts established and maintained in respect of a Participant or a Beneficiary who is a Participant’s Surviving Spouse or, if applicable, by a spousal Alternate Payee pursuant to Section 5.2(c).
- 1.45 “Rollover Contribution” means the amount contributed by a Participant or a Beneficiary to a Rollover Account or, if applicable, by an Alternate Payee to an Alternate Payee Account, in accordance with Section 5.2 that the Administrative Service Agency has determined would qualify as an Eligible Rollover Distribution, other than a distribution consisting of contributions to a Roth IRA, and which the Administrative Service Agency has determined may be contributed.
- 1.46 “Roth Account” means the Account or Accounts established under the Plan to record a Participant’s Roth Contributions, and the income, gains and losses credited thereto. A Beneficiary Account or Alternate Payee Account corresponding to the deceased or relevant Participant’s Roth Contributions may also be referred to as a Roth Account.
- 1.47 “Roth Contributions” means amounts contributed pursuant to Section 3.1 by a Participant to the extent that the Committee has resolved to implement a Roth Program to Section 3.1(c) of Schedule A, which amounts are:
- (a) designated irrevocably by the Participant at the time of the contribution election as Roth Contributions that are being made from Compensation pursuant to Section 3.1(c); and

(b) treated by the Employer as includible in the Participant's income at the time the Participant would have received that amount in Compensation.

1.48 "Roth IRA" has the meaning set forth in Section 408A of the Code.

1.49 "Roth Program" means a Qualified Roth Contribution Program within the Plan.

1.50 "Section 457 Transfer" means a transfer made into an Account pursuant to Section 5.1.

1.51 "Severance from Employment" or "Severs from Employment" means a severance from employment with the Employer within the meaning of Section 457 of the Code and USERRA.

1.52 "State" means the State of New York.

1.53 "Surviving Spouse" means the survivor of a deceased Participant to whom such Participant was legally married on the date of the Participant's death.

1.54 "Treasury Regulations" means the regulations promulgated by the Treasury Department under the Code, as now in effect or as hereafter amended. All citations to sections of the Treasury Regulations are to such sections as they may from time to time be amended or renumbered.

1.55 "Trust Agreement" means an agreement entered into in respect of the Plan between the Committee and one or more Trustees pursuant to which all cash and other rights and properties and all income attributable to such cash and rights and properties are held in trust as such agreement may be amended from time to time.

1.56 "Trust Fund" means the assets of the Plan, including cash and other rights and properties arising from Amounts Deferred or Contributed, Section 457 Transfers and Rollover Contributions which are held and administered by the Trustee pursuant to the Trust Agreement.

1.57 "Trustee" means the trustee or trustees acting as such under the Trust Agreement, and any successors thereto.

1.58 "Unforeseeable Emergency" means a severe financial hardship of a Participant, a Participant's Beneficiary, the Participant's spouse or the Participant's dependent, as defined in Section 152(a) of the Code, resulting from an illness or accident or loss of property due to casualty, funeral expenses, or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant or Beneficiary. In accordance with the Treasury Regulations, the need to send a Participant's or Beneficiary's child to college or the desire to purchase a home does not constitute an unforeseeable emergency.

1.59 "Unit" means a unit measuring the value of an Account Participant's proportionate interest in an Investment Fund.

1.60 "USERRA" means the provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 contained in chapter 43 of title 38 of the United States Code.

1.61 “Valuation Date” means each Business Day unless otherwise provided in the Plan or in an agreement between the Committee and a Financial Organization.

## **PARTICIPATION**

### 2.1 Enrollment.

(a) Eligibility and Enrollment. Each Employee shall be eligible to participate in the Plan as of any Enrollment Date following the date he or she becomes an Employee, and shall commence such participation in the Plan by duly filing a Participation Agreement and any enrollment forms or other pertinent information concerning the Employee and his or her Beneficiary with the Administrative Service Agency in a manner as prescribed by the Committee. In no event shall any deferral or contribution be accepted until the first Enrollment Date in the calendar month following the date on which such Participation Agreement is filed. Deferrals and contributions may be accepted for newly hired Employees for the first Enrollment Date of the calendar month in which the individual first becomes an Employee if the Participation Agreement is filed before the Employee's first day of service.

(b) Initial Enrollment and Subsequent Changes. Each Employee enrolling in the Plan shall provide to the Administrative Service Agency, in a complete and timely manner, at the time of initial enrollment and thereafter if there are any changes, with such information that the Administrative Service Agency determines is necessary or advisable for the administration of the Plan or to comply with applicable law.

2.2 Voluntary Participation. Participation in the Plan by Employees shall be voluntary.

2.3 Cessation of Participation. The participation of an Account Participant shall cease upon payment to the Account Participant of the entire value of his or her Plan Benefit or upon the Account Participant's death prior to such payment.

2.4 Corrective Action. If an individual is erroneously included or excluded from participation, corrective action will be taken as soon as administratively practicable to correct such erroneous inclusion or exclusion.

## **AMOUNTS DEFERRED OR CONTRIBUTED**

### **3.1 Participant Deferral and Contribution Authorization.**

(a) Initial Authorization. A Participant may elect to defer or contribute Compensation under the Plan by authorizing, on his or her Participation Agreement, regular payroll deductions that do not individually or in the aggregate exceed the limitations of Section 3.2. Unless otherwise designated under Section 3.1(c), any Amounts Deferred or Contributed under this Section 3.1(a) shall be treated as Before-Tax Deferrals.

(b) Modifications. A Participant may increase or decrease the rate of deferral or contribution of his or her Compensation, and may make separate elections with respect to the increase or decrease of the rate of his or her Before-Tax Deferrals and Roth Contributions (to the extent applicable), within the limitations set forth in Section 3.2, as of any Enrollment Date by duly filing a new or modified Participation Agreement, or such other form authorized for such purpose by the Committee, with the Administrative Service Agency, which shall be effective in the calendar month following the date on which such modification is made.

(c) Roth Contributions. To the extent that the Committee has resolved to implement a Roth Program pursuant to Section 3.1(c) of Schedule A, a Participant shall be permitted to make Roth Contributions from his or her Compensation by designating a percentage of his or her initial authorization or modified authorization described in Sections 3.1(a) and 3.1(b) as Roth Contributions, which designation shall be effective as soon as administratively practicable for all future payroll periods until modified or suspended. For the avoidance of doubt, to the extent that the Committee has *not* resolved to implement a Roth Program pursuant to Section 3.1(c) of Schedule A, Participants shall not be permitted to make Roth Contributions and any provisions of the Plan as they relate to Roth Contributions, Roth Accounts, Rollover Contributions from Qualified Roth Contribution Programs and in-Plan rollovers into Roth Accounts shall not apply.

(d) Discontinuance or Suspension. A Participant may discontinue or temporarily suspend his or her deferrals or contributions, and may make separate elections with respect to the discontinuance or suspension of his or her Before-Tax Deferrals and Roth Contributions (to the extent applicable), as of any specified Enrollment Date by giving notice thereof to the Administrative Service Agency. The Administrative Service Agency shall discontinue or suspend the deferral or contribution of Compensation as soon as administratively practicable thereafter.

(e) Deferrals and Contributions After a HEART Act Distribution or Unforeseeable Emergency Withdrawal. A participant's deferrals and contributions will be suspended for a period of six months following a distribution pursuant to the HEART Act and, to the extent that the Committee has resolved to implement a suspension of deferrals after an Unforeseeable Emergency withdrawal pursuant to Section 3.1(e) of Schedule A, after a distribution due to an Unforeseeable Emergency withdrawal.

### **3.2 General Deferral and Contribution Limitations and Catch-Up Limitations.**

(a) In General. The aggregate amount of Before-Tax Deferrals and Roth Contributions (to the extent applicable) that may be deferred or contributed by a Participant for any pay period shall be a minimum of \$10 and shall not exceed the lesser of:

- (i) An amount as may be permitted pursuant to Section 457(e)(15) of the Code, and
- (ii) 100% of the Participant's Includible Compensation for the Plan Year;

*provided, however*, the maximum amount that a Participant may defer or contribute for any Plan Year may be calculated after accounting for mandatory and permissive payroll deductions, as reasonably determined by the Employer.

(b) 457 Catch-Up. Notwithstanding the limitation in Section 3.2(a), a Participant may file an election in the manner required by the Administrative Service Agency to have the catch-up limitation as set forth in Section 3.2(b) apply to the determination of the maximum amount that may be deferred or contributed during one or more of the last three Plan Years ending before attainment of the Participant's Normal Retirement Age. If the catch-up limitation is elected, the maximum aggregate amount of Before-Tax Deferrals and Roth Contributions (to the extent applicable) that may be deferred or contributed for each of the Plan Years covered by the election shall not exceed the lesser of:

- (i) twice the dollar amount set forth in Section 3.2(a); and
- (ii) the sum of the limitations provided for in Section 3.2(a) for each of the Plan Years the Participant was eligible to participate in the Plan, minus the aggregate amount actually deferred or contributed for such Plan Years (disregarding any amounts deferred or contributed pursuant to Section 3.2(c)).

A Participant may not elect to have Section 3.2(b) apply more than once, whether or not the Participant rejoins the Plan after a Severance from Employment.

(c) Age 50 Catch-Up. All Participants who have attained age 50 before the close of a Plan Year and who are not permitted to defer or contribute additional Compensation pursuant to Section 3.2(b) for such Plan Year, due to the application of any limitation imposed by the Code or the Plan, shall be eligible to make additional catch-up contributions in the form of Before-Tax Deferrals, Roth Contributions or a combination thereof in accordance with, and subject to, the limitations of Section 3.2(c) of the Plan and Section 414(v) of the Code. Age 50 catch-up contributions pursuant to Section 3.2(c) shall not exceed the lesser of:

- (i) the excess of 100% of Participant's Includible Compensation for the Plan Year over the sum of any other Amounts Deferred or Contributed by the Participant for such Plan Year; and
- (ii) an amount as may be permitted by Section 414(v)(2)(B) of the Code.

(d) Dual Eligibility. Notwithstanding anything in Sections 3.2(b) and (c) to the contrary, if a Participant who is eligible to make an additional catch-up contribution under Section 3.2(c) for a Plan Year in which the Participant has elected to make a catch-up contribution under Section 3.2(b), such Participant is entitled to the greater of :

- (i) the 457 catch-up contribution amount under Section 3.2(b); and
- (ii) the age 50 catch-up contribution amount under Section 3.2(c).

(e) USERRA. Notwithstanding the limitation provided for in Section 3.2(a), any Participant who is entitled to reemployment rights pursuant to USERRA and who is so reemployed in accordance with the provisions of such law may elect to make such additional deferrals or contributions as are permitted or required by USERRA.

(f) Excess Deferrals and Contributions. In the event that any Amounts Deferred or Contributed under the Plan for any Plan Year exceed the limitations provided for in Section 3.2, any such excess deferrals or contributions shall be distributed to the Participant, with allocable net income, in the following order (unless otherwise directed by the Participant): first, from Before-Tax Deferrals and second, from Roth Contributions (to the extent applicable), as determined in accordance with methods and procedures established by the Administrative Service Agency as soon as practicable after the Administrative Service Agency determines that the amount was an excess deferral or contribution. Distributions under Section 3.2(f) will be reportable as taxable income to the extent required by applicable law.

**SECTION 4**  
**INVESTMENT OF AMOUNTS DEFERRED OR CONTRIBUTED AND ROLLOVER CONTRIBUTIONS**

4.1 Remittance of Deferrals and Contributions. All Amounts Deferred or Contributed in accordance with Section 3 shall be paid by the applicable Employer as promptly as possible, but in no event later than two Business Days from the applicable payroll date, to the Trust Fund. Thereafter, Amounts Deferred or Contributed shall be invested by the Trustee in accordance with the investment instructions received by the Trustee from the Administrative Service Agency, within two Business Days following receipt by the Trust Fund of such Amounts Deferred or Contributed (or, if later, on the first Business Day coincident with or immediately following receipt by the Trustee of the investment instructions from the Administrative Service Agency related to such Amounts Deferred or Contributed). All such Amounts Deferred or Contributed shall be invested by the Trustee (in accordance with the investment instructions received from the Administrative Service Agency) in the Investment Options provided by one or more Financial Organizations appointed by the Committee in accordance with the Regulations, and shall be held, managed, invested and reinvested in accordance with the applicable agreement entered into by the Committee or the Trustee with each such Financial Organization.

4.2 Allocation of Deferrals and Contributions. A Participant who has enrolled in the Plan pursuant to Section 2 shall, by filing a direction with the Administrative Service Agency in writing or in such other manner as the Committee may authorize, specify the percentage (in multiples of one percent) of his or her Amounts Deferred or Contributed, that shall be allocated to each Investment Option made available by the Committee. A Participant's investment allocation elections shall be applied in the same manner to both Before-Tax Deferrals and Roth Contributions (to the extent applicable).

4.3 Continuation of Deferral and Contribution Allocation. Any deferral and contribution allocation direction given by a Participant shall be deemed to be a continuing direction until changed by the Participant. A Participant may change his or her deferral and contribution allocation direction with respect to future Amounts Deferred or Contributed, as of any Enrollment Date, by giving notice in writing or in such other manner as the Committee may authorize to the Administrative Service Agency prior to any Enrollment Date. Any change to a Participant's deferral and contribution allocation direction shall be applied in the same manner to both Before-Tax Deferrals and Roth Contributions (to the extent applicable). All such future deferrals and contributions shall be invested by the Trustee in the Investment Options in accordance with such changed direction.

4.4 Transfer of Assets Among Investment Options.

(a) Transfer of Assets. As of any Valuation Date an Account Participant may direct the Administrative Service Agency, by giving notice in writing or in such other manner as the Committee may authorize, to liquidate his or her interest in any of the Investment Options and

transfer the proceeds thereof to one or more other Investment Options in the proportions directed by such Participant. Account Participants may make separate transfer directions for their Before-Tax Deferral Accounts and Accounts relating to Rollover Contributions involving before-tax deferrals and their Roth Accounts and Accounts relating to Rollover Contributions involving Roth contributions (to the extent applicable). Such direction must be made in accordance with the requirements and procedures established by the Committee and in effect at the time and in a multiple of one percent or one dollar increments of the Account Participant's interest in the applicable Investment Option.

(b) Committee's Right to Reduce or Deny Transfer Request. If the Trustee or any Financial Organization appointed by the Committee advises the Committee, or the Committee otherwise determines, that it is not reasonably able to prudently liquidate the necessary amount and transfer it from one of the Investment Options to another, the amount to be transferred with respect to each Account Participant who duly requested such a transfer may be reduced in proportion to the ratio which the aggregate amount that the Trustee or the Financial Organization has advised the Committee may not prudently be so transferred bears to the aggregate amount that all Account Participants have duly requested be so transferred. Regardless of any Account Participant's investment direction, no transfer between Investment Options may be made in violation of any restriction imposed by the terms of the agreement between the Committee or the Trustee and a Financial Organization providing any Investment Option or of any applicable law. Notwithstanding anything in this Section 4.4(b) or the Plan to the contrary, the Committee, the Trustee or the Financial Organization shall have the right, without prior notice to any Account Participant, to suspend, for a limited period of time, daily transfers between and among Investment Options for one or more days if the Committee, the Trustee or the Financial Organization determines that such action is necessary or advisable (i) in light of unusual market conditions, (ii) in response to technical or mechanical problems with the Plan's or the Administrative Service Agency's record keeping systems, (iii) in connection with any suspension of normal trading activity on the New York Stock Exchange or other major securities exchange, (iv) as a result of strikes, work stoppages, acts of war or terrorism, insurrection, revolution, nuclear or natural catastrophes or other similar events, losses or interruptions of power, other utility outages or malfunctions, or malfunctions in communications or computer services, in each case, that make it necessary or advisable to suspend trading activity, or (v) in accordance with Section 4.10.

4.5 Administrative Actions with Regard to Investment Directions. The Administrative Service Agency shall have the right to decline to implement any investment direction upon its determination that: (i) the person giving the direction is legally incompetent to do so; (ii) implementation of the investment direction would be contrary to the Plan or applicable law or governmental ruling or regulation including, Treasury Regulations; (iii) implementation of the investment direction would be contrary to a court order, including, a Qualified Domestic Relations Order; (iv) implementation of the investment direction would be contrary to the rules, regulations or prospectuses of the Investment Funds; or (v) implementation of the investment direction would be contrary to the investment guidelines or terms of any agreements applicable to the Stable Value Fund or any similar Investment Fund then available under the Plan.

4.6 Account Participant Responsibility for Deferrals, Contributions and Investment Allocations. Each Participant is solely responsible for the allocation of his or her Amounts Deferred or Contributed, and each Account Participant is solely responsible for the investment allocation of his or her Account, in each case, in and among the Investment Options. Each Account Participant shall assume all risk in connection with the allocation of amounts in and among the Investment Options and for any losses incurred or deemed to be incurred as a result of the Account Participant's allocation or failure to allocate any amount to an Investment Option or any decrease in the value of any Investment Option. Neither the Committee, any Trustee, any Employer nor the Administrative Service Agency is empowered to advise a Participant as to the manner in which the Account Participant's Account shall be allocated among the Investment Options. The fact that a particular Investment Option is available to Participants for investment under the Plan shall not be construed by any Account Participant as a recommendation for investment in such Investment Option. If the Committee elects to make available investment guidance services or investment advice services to Account Participants, such services shall be utilized only at the voluntary election of the Account Participant and shall not limit the Account Participant's responsibility under Section 4.6 for the allocation of his or her Accounts in and among the Investment Options.

4.7 Investment Allocation of Alternate Payee Accounts. Notwithstanding any other provision of the Plan, during any period when an Alternate Payee Account is created and segregated on behalf of an Alternate Payee pursuant to a Qualified Domestic Relations Order from the Accounts of the related Participant, the Alternate Payee shall be entitled to direct the allocation of investments of such Alternate Payee Account in accordance with Sections 4.2 and 4.4, as applicable, and shall be subject to the provisions of Sections 4.5 and 4.6, but only to the extent provided in such order. In the event that an Alternate Payee fails to specify an investment direction on the date of creation of the Alternate Payee Account pursuant to Section 4.9, such Alternate Payee's Alternate Payee Account shall be invested in the same manner as the relevant Participant's corresponding Before-Tax Deferral Account, Roth Account (to the extent applicable) and Rollover Accounts on such date and, except as otherwise provided by the Qualified Domestic Relations Order, shall remain invested in accordance with such initial allocation until the Alternate Payee directs otherwise or until such time as the Alternate Payee ceases to have an Alternate Payee Account under the Plan by reason of distribution or otherwise.

4.8 Investment Allocation of Beneficiary Accounts. Notwithstanding any other provision of the Plan, during any period following the death of a Participant and prior to distribution of the entire Plan Benefit of such Participant, such Participant's Beneficiary shall be entitled to direct the allocation of investments of such Plan Benefit in accordance with Section 4.4 or, as applicable, his or her proportional interest in such Plan Benefit, in accordance with Section 4.4 and shall be subject to the provisions of Sections 4.5 and 4.6. In the event that a Beneficiary fails to specify an investment direction on the date of creation of the Beneficiary Account pursuant to Section 4.4, such Beneficiary's Beneficiary Account shall be invested in the same manner as the relevant Participant's corresponding Before-Tax Deferral Account, Roth Account (to the extent applicable) and Rollover Accounts on such date.

4.9 Initial and Ongoing Investment Allocation with respect to Rollover Contributions and Section 457 Transfers. Unless otherwise directed by the Account Participant, the same deferral and contribution allocation direction applicable to an Account Participant pursuant to Section 4.2 or 4.3, as applicable, shall apply to all Section 457 Transfers and Rollover Contributions. Notwithstanding the foregoing, in accordance with procedures established by the Administrative Service Agency, an Account Participant may make an alternative initial allocation election in accordance with the procedures set forth in Section 4.4 for any applicable Section 457 Transfer or Rollover Contribution. Thereafter, such Account Participant may direct the Administrative Service Agency to liquidate his or her interest in any of the Investment Options and transfer the proceeds thereof to one or more other Investment Options in accordance with Section 4.4 (in each case subject to the limitations set forth in Sections 4.5 and 4.6). All Rollover Contributions shall be invested by the Trustee in the Investment Options in accordance with such directions as soon as administratively practicable.

4.10 Fund Mapping or Similar Activity. Notwithstanding anything in Section 4 to the contrary, if the Committee eliminates one or more of the Investment Funds or Investment Options or undertakes similar activity on behalf of the Plan, the Committee shall be authorized to liquidate without an Account Participant's consent and without the need for prior notice to the Account Participant the portion of each Account invested in such eliminated Investment Fund or Investment Option and direct the proceeds of such liquidation in one or more remaining or replacement Investment Funds or Investment Options in accordance with such liquidation and transfer procedures as the Committee may determine to be necessary or advisable in connection with such elimination.

## ROLLOVERS

5.1 Transfer from Another Governmental 457 Plan. Compensation previously deferred or contributed by (or contributed on behalf of) a Participant, a Beneficiary or a spousal Alternate Payee pursuant to another eligible deferred compensation plan under Section 457 of the Code maintained by another employer described in Section 457(e)(1)(B) of the Code shall be accepted for a plan-to-plan transfer to the Plan by the Trustee in the form and in the manner prescribed by the Committee. All such Section 457 Transfers shall be credited to the applicable Account Participant's corresponding Before-Tax Deferral Account or Roth Account (to the extent applicable), or a combination thereof and shall be invested in accordance with Section 4.9.

5.2 Acceptance of Assets from an Eligible Retirement Plan.

(a) Rollover Contributions in General. Amounts previously deferred or contributed by (or contributed on behalf of) a Participant, a Beneficiary or a spousal Alternate Payee under another Eligible Retirement Plan (other than a Roth IRA) that (i) are distributed to the Participant, the Beneficiary or the spousal Alternate Payee or (ii) are directly rolled over to the Plan as an eligible rollover distribution from such Eligible Retirement Plan, may be accepted as a Rollover Contribution by the Trustee in the form and in the manner specified by the Administrative Service Agency; *provided*, that Rollover Contributions of amounts from a Qualified Roth Contribution Program may be contributed only to the extent that the Committee has resolved to implement a Roth Program pursuant to Section 3.1(c) of Schedule A and any such contributions must be directly rolled over to the Plan. Notwithstanding the foregoing, other than Rollover Contributions from a Qualified Roth Contribution Program as described in the preceding sentence, the Administrative Service Agency shall not accept any Rollover Contribution, or any portion thereof, that represents deferrals or contributions under another Eligible Retirement Plan that were made from compensation that was included in the Participant, Beneficiary or spousal Alternate Payee's gross income in the year the amounts were deferred or contributed.

(b) Written Request; Acceptance of Assets. The Administrative Service Agency, in accordance with the Code and procedures established by the Committee, shall, as soon as practicable following its receipt of the written request of a Participant, a Beneficiary who is a Participant's Surviving Spouse or spousal Alternate Payee, determine whether the Rollover Contribution shall be accepted by the Plan. Any written request filed by a Participant, a Beneficiary who is a Participant's Surviving Spouse or a spousal Alternate Payee pursuant to Section 5.2(a) shall set forth the fair market value of such Rollover Contribution and a statement in a form satisfactory to the Administrative Service Agency that the amount to be transferred constitutes a Rollover Contribution. In the event the Administrative Service Agency permits the transfer of the Rollover Contribution, the Trustee shall accept such Rollover Contribution and the transfer of such Rollover Contribution shall be deemed to have been made on the Valuation Date next following the date on which it was paid to the Trust Fund.

(c) Rollover Account. The Rollover Contribution shall be maintained in a separate, fully vested Rollover Account for the benefit of the contributing Participant or the Beneficiary and, in the case of a spousal Alternate Payee, the Alternate Payee Account, and shall be invested in accordance with the investment direction of the applicable Account Participant pursuant to Section 4.9. All amounts so transferred shall be credited to the Account Participant's Rollover Account or Alternate Payee Account and shall be available for distribution at any time during the Plan Year. No other contributions shall be allocated to the Rollover Account. Any Rollover Contributions of amounts from a Qualified Roth Contribution Program shall be segregated and held in a separately designated and maintained Rollover Account from those amounts not from a Qualified Roth Contribution Program. At the election of the Participant, Beneficiary who is a Participant's Surviving Spouse or spousal Alternate Payee, any Rollover Contributions or 457 Transfers from an eligible deferred compensation plan under Section 457(b) of the Code may be held in separately designated and maintained Rollover Accounts for 457(b) Rollover Contributions; *provided* that any such amounts from a Qualified Roth Contribution Program and any such amounts not from a Qualified Roth Contribution Program shall be segregated and held in separately designated and maintained 457(b) Rollover Accounts.

5.3 Form of 457 Transfer or Rollover Contribution. Each 457 Transfer and Rollover Contribution shall consist only of (i) cash and (ii) to the extent that the Employer has resolved to adopt a loan program pursuant to Section 7.3 of Schedule A, solely with respect to 457 Transfers and Rollover Contributions from another eligible deferred compensation plan under Section 457 of the Code maintained by a Public Employer or the Deferred Compensation Plan for Employees of the State of New York and Other Participating Jurisdictions, any outstanding loan to the applicable Account Participant under the transferring or distributing 457 plan, *provided* that (A) such outstanding loan will be subject to the same terms and conditions as in place under the transferring or distributing 457 plan, (B) an Account Participant may not make a Rollover Contribution that includes an outstanding loan unless the entire amount of such Account Participant's plan benefit under the transferring or distributing 457 plan is contributed into the Plan, (C) the source of the outstanding loan disbursement under the transferring or distributing 457 plan must have been from before-tax deferrals, and (D) the Account Participant does not have a loan outstanding, or a defaulted loan that has not yet been repaid, under the Plan at the time of the 457 Transfer or Rollover Contribution..

5.4 Rollover of Assets to Purchase Retirement Service Credit. With respect to trustee-to-trustee transfers, a Participant or Beneficiary may elect, in accordance with procedures established by the Committee, to have all or any portion of the value of his or her Account transferred to the trustee of a defined benefit governmental plan as described in Section 414(d) of the Code; *provided, however*, that such transfer is for the purchase of permissive service credit (as defined in Section 415(n)(3)(A) of the Code) under such plan or a repayment of contributions and earnings with respect to a forfeiture of service under such plan.

## ACCOUNTS AND RECORDS OF THE PLAN

### 6.1 Participant Accounts.

(a) In General. The Administrative Service Agency shall establish and maintain one or more Accounts for each Participant, including a Before-Tax Deferral Account, a Roth Account (to the extent applicable) and, as necessary, one or more Rollover Accounts (including a segregated Rollover Account relating to contributions from a Qualified Roth Contribution Program, to the extent applicable) with respect to each Participant. Each Account shall record the value of the portion of the Participant's Plan Benefit allocable to that Account, the value of the portion of his or her Plan Benefit, if any, that is invested in each Investment Option (both in the aggregate and by Account) and other relevant data pertaining thereto. With respect to each Participant, all Amounts Deferred or Contributed, all Section 457 Transfers and all Rollover Contributions shall be credited to his or her Before-Tax Deferral Account, Roth Account or Rollover Account, as applicable.

(b) Written Statement. Each Account Participant shall be furnished with a written statement of his or her Accounts (including the value of the interest he or she has, if any, in each Investment Option and the amount of and explanation for each allocation to or deduction from his or her Accounts) at least quarterly, which statement shall be delivered in a manner prescribed by the Committee.

6.2 Beneficiary Accounts. The Administrative Service Agency shall establish and maintain one or more Beneficiary Accounts, including, as applicable, separate Before-Tax Deferral Accounts, Roth Accounts (to the extent applicable), and Rollover Accounts with respect to each Beneficiary of a deceased Participant. Each such Account shall record the value of the portion of the deceased Participant's Plan Benefit allocable to each of the Beneficiary's Accounts, the value of the portion of the Plan Benefit, if any, that is invested in each Investment Option (both in the aggregate and by Account) and other relevant data pertaining thereto. Each Beneficiary shall be furnished with a written statement of his or her Accounts in the same manner set forth in Section 6.1(b).

6.3 Alternate Payee Accounts. The Administrative Service Agency shall establish and maintain one or more Alternate Payee Accounts, including, as applicable, separate Before-Tax Deferral Accounts, Roth Accounts (to the extent applicable), and Rollover Accounts with respect to each Alternate Payee. The Alternate Payee Account shall separately account for all amounts received (i) from the Participant's Rollover Account and (ii) from all amounts rolled into the Plan by a spousal Alternate Payee, pursuant to Section 5.1 or 5.2. Each such Account shall record the value of the portion of the Participant's Plan Benefit allocable to the Alternate Payee's Account, the value of the portion of the Plan Benefit, if any, that is invested in each Investment Option (both in the aggregate and by Account) and other relevant data pertaining thereto. Each Alternate Payee shall be furnished with a written statement of his or her Alternate Payee Accounts in the same manner set forth in Section 6.1(b).

6.4 Allocations and Credits. The establishment and maintenance of, or allocations and credits to, the Account of any Account Participant shall not vest in such Account Participant or Beneficiary of a Participant any right, title or interest in and to any Trust Fund assets or Plan benefits except at the time or times and upon the terms and conditions and to the extent expressly set forth in the Plan and the Trust Agreement and, in the case of an Alternate Payee Account, the express terms of the Qualified Domestic Relations Order.

6.5 Plan Benefit and Trust Fund.

(a) Plan Benefit Defined. As of the close of each Valuation Date, the Plan Benefit of an Account Participant shall equal the aggregate value of his or her Accounts as of such Valuation Date. As of any date that is not a Valuation Date, a Participant's Plan Benefit shall be calculated in accordance with the previous sentence as of such date, but based upon the value of the Account Participant's Accounts as of the close of the most recent Valuation Date. The value of an Account as of a Valuation Date shall be calculated as of each Valuation Date in accordance with a methodology established by the Committee and reasonably and consistently applied to all similarly situated Account Participants and shall be based upon an Account Participant's aggregate deferrals and contributions to the Trust Fund and distributions and withdrawals from the Trust Fund, the investment performance of the Investment Options in which each Account has been allocated, and any fees, credits or debits allocable to each Account. As of each Valuation Date, each Account shall be adjusted to reflect all Units or dollars credited and Units or dollars distributed, withdrawn or deducted therefrom in accordance with the terms of the Plan and the Trust Agreement. The aggregate Plan Benefit of all Account Participants shall in no event exceed the value of the assets of the Trust Fund and may be less than such value to the extent of any unallocated expense, reserve or similar account maintained as part of the Trust Fund.

(b) Investment Options and Investment Funds. The Trust Fund shall be invested at the direction of Account Participants, in accordance with Section 4, in and among the Investment Options made available through the Plan from time to time by the Committee. Investment Options may include (i) one or more Investment Funds, (ii) a brokerage account or similar investment window through which Account Participants may direct the investment of their Accounts into Mutual Funds (as defined below) or other available investment products that the Committee designates as available for investment through such window, (iii) an individual participant loan fund to record the value of an outstanding loan made to a Participant in accordance with Section 7.3, and (iv) any other investment alternative that the Committee may make available through the Plan. Investment Funds may consist of open-end investment companies registered under the Investment Company Act of 1940, as amended ("Mutual Funds"), separately managed accounts, unregistered commingled funds, group or commingled trusts, or any combination thereof as approved from time to time by the Committee for the investment of the assets of the Trust Fund.

## **WITHDRAWALS FOR UNFORESEEABLE EMERGENCIES; WITHDRAWALS OF SMALL AMOUNTS; LOANS**

### 7.1 Distribution for an Unforeseeable Emergency.

(a) Amount of Distribution for an Unforeseeable Emergency. Upon a showing by a Participant of an Unforeseeable Emergency, the Administrative Service Agency may, permit a payment to be made to the Participant in an amount which does not exceed the lesser of (i) the amount reasonably needed to meet the financial need created by such Unforeseeable Emergency, including estimated income taxes and (ii) an amount which, together with any prior distribution or withdrawal, does not exceed the value of the Participant's Plan Benefit determined as of the most recent Valuation Date. Any such payment shall be made from the Trust Fund by the Trustee upon the direction of the Administrative Service Agency and shall be withdrawn by the Trustee pro rata from the Investment Funds in which the Participant has an interest, unless the Participant specifies in the request for such a payment the portion of the total amount to be withdrawn by the Trustee from each Investment Fund. Such payment shall be charged first to the Before-Tax Deferral Account and Roth Account (to the extent applicable), and second to the Rollover Account or Rollover Accounts. The Participant shall designate the amount of the distribution that will come from his or her Before-Tax Deferral Account and from his or her Roth Account (to the extent applicable), and to the extent a distribution comes from a Rollover Account, the Participant shall designate the amount of the distribution that will come from each Rollover Account, in accordance with procedures established by the Administrative Service Agency. All payments shall be made in one lump cash sum within sixty days after approval of the request.

(b) Evidence of Other Relief. A Participant must provide evidence that the amount requested for an unforeseeable emergency may not be fully relieved (i) through reimbursement or compensation by insurance or otherwise, (ii) by liquidation of a Participant's other non-Plan assets, to the extent the liquidation of such assets would not itself cause severe financial hardship, or (iii) by cessation of deferrals and contributions under the Plan.

### 7.2 Distribution from a Small Inactive Account.

(a) Elective Distribution. An Account Participant with a Plan Benefit, not including the amount in the Participant's Rollover Accounts, of \$5,000 or less (or such greater amount as may be permitted by Section 401(a)(11) of the Code) may elect at any time to receive a lump sum distribution, not to exceed \$5,000 of his or her Account and Rollover Account, which distribution will be made in accordance with procedures established by the Administrative Service Agency, *provided* that both of the following conditions have been met:

- (i) there has been no Amount Deferred or Contributed by such Participant during the two-year period ending on the date of distribution; and
- (ii) there has been no prior distribution made to such Participant pursuant to this Section 7.2.

(b) Automatic Distribution. With respect to a Participant or an Alternate Payee whose Plan Benefit, including any amounts attributable to an in-Plan Rollover Contribution to a Roth Account pursuant to Section 8.4(d), but not including any amounts in the Participant or Alternate Payee's Rollover Accounts, does not exceed the amount set forth in Section 7.2(a), if and to the extent that the Committee has resolved to provide for automatic distributions pursuant to Section 7.2(b) of Schedule A, the Committee shall direct the automatic distribution of the Participant's Account and Rollover Account or the Alternate Payee's Alternate Payee Account as soon as practicable, to the extent provided in Section 7.2(b) of Schedule A: (i) following the Participant's Severance from Employment and (ii) upon an Account Participant's Plan Benefit falling below the value set forth in Section 7.2(b) of Schedule A, to the extent that the requirements of Section 7.2(a) are met; *provided, however*, that in the event any such distribution is greater than \$1,000, if the participant does not elect to have such distribution paid directly to an eligible retirement plan specified by the participant in a direct rollover or to receive the distribution directly in accordance with Section 8.1(b), then the Committee will pay the distribution in a direct rollover to an individual retirement plan designated by the Committee; and *provided further*, that such distribution shall be made in accordance with the requirements of Section 401(a)(31) of the Code.

7.3 Loans. To the extent the Committee has resolved to adopt a loan program pursuant to Section 7.3 of Schedule A, this Section 7.3 shall apply.

(a) Eligibility. Participants who are active Employees, and, if the Committee shall determine, Participants who are on an approved leave of absence from their Employer, shall be eligible to request a Plan loan. Each Participant shall have only one outstanding Plan loan at any time. Upon the request of a loan-eligible Participant, the Administrative Service Agency may, on such terms and conditions prescribed herein, direct the Trustee to make a Plan loan to such loan-eligible Participant.

(b) Loan Amount. The principal amount of any Plan loan shall be for an amount equal to at least \$1,000, or such other amount as the Committee shall determine, and shall not exceed the lesser of:

- (i) 50% of the value of the sum of the Participant's Accounts (including his or her Before-Tax Deferral Account and Roth Account (to the extent applicable)); and
- (ii) \$50,000 reduced by the highest value in the last twelve months of any loans by the Participant from the Plan and other Eligible Retirement Plans sponsored by the Employer or in which the Employer participates.

(c) Repayment Period. All Plan loans, other than those for the purpose of acquiring the dwelling unit which is, or within a reasonable time shall be, the principal residence of the Participant, shall be repaid over a non-renewable repayment period of five years. A Plan loan made for acquiring a principal residence shall be repaid over a non-renewable repayment period of up to 15 years, or such shorter term as the Committee shall determine. Any Plan loan shall be repaid in substantially equal installments of principal and accrued interest that shall be paid at

least monthly or quarterly, as specified by the Committee, subject to the methods and procedures as shall be determined by the Administrative Service Agency.

(d) Rate of Interest. Each Plan loan granted shall bear a rate of interest equal to one percentage point above the prime interest rate as published in the Wall Street Journal on the last Business Day of the month preceding the application for the loan, or such other reasonable rate of interest as the Committee shall determine.

(e) Source of Loans; Security. A Plan loan shall be made only from the Before-Tax Deferral Account or, if applicable, Rollover Accounts relating to Rollover Contributions of before-tax deferrals. All Plan loans shall be made from the Trust Fund and notes evidencing such obligations shall be considered assets of the Trust Fund and shall be treated as a separate loan investment fund for purposes of determining the value as of any Valuation Date of a Participant's Accounts. All Plan loans shall be secured, as of the date of the Plan loan, by the sum of (i) the Participant's Before-Tax Deferral Account and Roth Account (to the extent applicable) and (ii) the Participant's Rollover Accounts, if applicable, *provided, however*, that no more than 50% of the aggregate value of such Participant's Accounts shall be used as security for the Plan loan.

(f) Default. If a Participant fails to make any scheduled repayment of his or her Plan loan within the Loan Grace Period, such Participant shall be considered in default and the Administrative Service Agency shall declare a deemed distribution to have occurred with respect to such Plan loan, effective as of the date of the default and shall reduce the value of the Participant's Plan Benefit by the amount of the deemed distribution. Notwithstanding anything in Section 7.3 to the contrary, a Participant who has defaulted on a loan made under the Plan shall not be eligible to obtain another loan hereunder until the defaulted loan and accrued interest has been repaid, and the new loan shall be subject to any other limitations required under Section 1.72(p) of the Treasury Regulations.

(g) Outstanding Loans. An outstanding loan shall include (i) any loan that is being repaid in compliance with Section 7.3 until repaid in full and (ii) any loan that is considered in default until subsequently repaid in full.

(h) Administration and Fees. The Committee may establish or change from time to time the standards or requirements for making any Plan loan, including assessing an administrative fee against the Participant or the Participant's Account for such Plan loan.

7.4 Death Prior to Distribution of Proceeds. If a Participant dies prior to the payment of any withdrawal for an Unforeseeable Emergency, distribution of a small inactive account or disbursement of the proceeds of any Plan loan, the Participant's withdrawal, distribution or loan request shall be void as of the date of death and no withdrawal, distribution or disbursement shall be made by operation of Section 7 to the Participant's Beneficiary or estate.

## DISTRIBUTIONS FROM THE PLAN AND OTHER ELIGIBLE RETIREMENT PLANS

### 8.1 Distributions to Participants.

(a) Eligibility for Distribution. A Participant will become eligible to receive a distribution of his Plan Benefit upon the occurrence of any of the following events: (i) the Participant's Severance from Employment with the Employer; (ii) the Participant's attainment of age 70½; or (iii) the Participant's absence from employment for qualifying military service as described in the HEART Act. Except as otherwise provided in Section 7, a Participant may not receive distribution of his or her Plan Benefit at any time prior to the occurrence of one of the foregoing events.

(b) Distributions to Participants. Upon a Participant's eligibility for a distribution pursuant to Section 8.1(a), the Participant shall be entitled to receive his or her Plan Benefit, which shall be paid in cash by the Trustee from the Trust Fund in accordance with one of the methods described in Section 8.1(c) and as of the commencement date elected by the Participant in accordance with the procedures prescribed Section 8.1(e).

(c) Distribution Options. Subject to Section 8.6, any payment made under this section shall be made in one of the following methods, as the Participant (or, in the case of the death of a Participant, his or her Beneficiary) may elect any of the following:

(i) A total or partial lump sum payment. Any partial lump sum payment shall be an amount of at least the Minimum Lump Sum Amount, and the number of partial lump sum payments in any Plan Year may not exceed the Maximum Annual Number of Partial Distributions.

(ii) Periodic monthly, quarterly, semi-annual or annual installment payments; *provided, however,* that a Participant (or, in the case of the death of a Participant, his or her Beneficiary) may elect to receive (A) an initial installment payment in a specified amount and (B) the balance of his or her Account in periodic monthly, quarterly, semi-annual or annual installment payments. Any installment payment made pursuant to Section 8.1(c)(ii) shall be at least the Minimum Installment Amount. If the balance of the Participant's Account and Rollover Account is less than such amount, then the payment will equal the total amount of the Participant's Account and Rollover Account. Installment payments may consist of (A) fixed amounts paid on each payment date as designated by the Participant (or in the case of the death of a Participant, his or her Beneficiary), or (B) formulaic amounts determined by the Administrative Service Agency, based on a fixed period designated by the Participant (or in the case of the death of a Participant, his or her Beneficiary), calculated by dividing the Plan Benefit on the date of the payment by the number of payments remaining during the fixed period.

(iii) A Participant who elects to receive installment payments or who is currently receiving installment payments pursuant to Section 8.1(c)(ii) may elect,

subject to any limitations set forth by the Committee and in accordance with procedures established by the Administrative Service Agency, to receive a portion of his or her Account distributed in a lump sum; *provided, however*, that no lump sum payment shall be less than the Minimum Lump Sum Amount; and *provided further*, that the number of such elections in any Plan Year may not exceed the Maximum Annual Number of Partial Distributions, as set forth in Section 8.1(c) of Schedule A. Such lump sum payments shall not result in a discontinuation of subsequent installment payments; *provided, however*, that such subsequent payments may be redetermined in accordance with methods and procedures established by the Administrative Service Agency.

(iv) A Participant who is an eligible retired public safety officer, as defined in Section 402(l) of the Code, may elect, at the time and in the manner prescribed by the Administrative Service Agency, to have up to \$3,000 per year (or such greater amount as may be permitted under applicable guidance issued by the Internal Revenue Service) of amounts from his or her Before-Tax Deferral Account distributable under the Plan used to pay qualified health insurance premiums for an accident or health plan or long-term care insurance contract covering the Participant and his or her spouse and dependents. Such amounts are excludible from the Participant's gross income to the extent the qualified health insurance premiums are paid directly to the provider of the accident or health plan or long-term care insurance contract (determined in accordance with Section 402(l) of the Code) by deduction from a distribution to the Plan.

(v) For each distribution election under Section 8.1(c), a Participant shall designate the percentage of each distribution that will come from his or her Before-Tax Deferral Account and the percentage that will come from his or her Roth Account (to the extent applicable). For the avoidance of doubt, for purposes of the limitations and restrictions described in this Section 8.1(c), each distribution election made by a Participant and each payment made in accordance thereto shall be deemed to be one election and one payment, even if payment is made both from the Participant's Before-Tax Deferral Account and from his or her Roth Account (to the extent applicable).

Notwithstanding the foregoing, a Participant may not elect an installment period extending beyond the longest of (A) his or her life expectancy, (B) if his or her designated Beneficiary is his or her Spouse, the life expectancy of the Participant and his or her Spouse and (C) if his designated Beneficiary is not his or her Spouse, the life expectancy determined using the applicable table contained in the applicable Treasury Regulation.

(d) Calculation of Payments.

(i) If a Participant elects a total lump sum payment, pursuant to Section 8.1(c)(i), the Participant's Plan Benefit shall be determined as of the Valuation Date coincident with or last preceding the date on which the Plan Benefit is withdrawn from the Investment Options and liquidated for distribution. Such liquidated amount (i) shall be held in the Trust Fund in a payment account

maintained by the Trustee for this purpose and (ii) shall not be credited with interest or investment gains or losses following the date of liquidation.

(ii) If a Participant elects to receive a partial lump sum payment pursuant to Section 8.1(c)(i) or (iii), installment payments pursuant to Section 8.1(c)(i), or payment of qualified health insurance premiums for an accident or health plan or long-term care insurance contract covering the Participant and his or her spouse and dependents pursuant to paragraph Section 8.1(c)(iv), any remaining balance in such Participant's Accounts shall continue to participate in the investment performance of the Investment Options in which such amounts are invested and to bear its allocable share of administrative and investment expenses until the Valuation Date coincident with or last preceding the date on which such Plan Benefit amounts are withdrawn from the Investment Funds and liquidated for distribution; *provided, however*, that the amount of the installments need not be redetermined to reflect changes in the value of the Account more frequently than annually. All such redeterminations shall be made by the Administrative Service Agency in accordance with procedures of uniform application. Any amount liquidated for purposes of an installment payment (i) shall be held in the Trust Fund in a payment account maintained by the Trustee for this purpose and (ii) shall not be credited with interest or investment gains or losses following the date of liquidation.

(e) Distribution Election. In the case of the Participant's Severance from Employment with the Employer, a distribution election made by the Participant shall specify the form of payment as provided in Section 8.1(c) and the date on which payments shall commence; *provided, however*, that any such payments that would result in an account balance of less than \$500 may not commence earlier than at the end of the Distribution Waiting Period; *provided, further* that the timing of any distribution must be in compliance with Section 8.6. Subject to Section 8.6, a Participant who is receiving distributions under the Plan may change both the timing and the method of payment elected subject to any limitations set forth by the Committee and in accordance with procedures established by the Administrative Service Agency.

(f) Rollover Accounts. Notwithstanding any other provision of Section 8.1, a Participant who has one or more Rollover Accounts shall be permitted to withdraw all or any portion of such Rollover Accounts at any time during a Plan Year; *provided* that such withdrawal shall be paid pursuant to a method of payment elected by the Participant in accordance with Section 8.1(c) and the value of such Rollover Accounts shall be determined in accordance with Section 8.1(d).

8.2 Distributions to Beneficiaries. If a Participant dies before distribution of his or her Plan Benefit has commenced, a distribution election made by the Beneficiary shall specify the form of payment as provided in Section 8.1(c) and the date on which payments shall commence. If a Participant dies at any time before his or her entire Plan Benefit has been distributed, then the Participant's Beneficiary may make subsequent distribution elections as provided in Section 8.1(c). Notwithstanding the foregoing, any distribution to a Beneficiary shall be made in accordance with the provisions of Section 401(a)(9) of the Code and subject to Sections 8.6(d) and (e).

8.3 Distributions to Alternate Payees. A distribution to an Alternate Payee may be paid in a single lump sum as soon as practicable following the qualification of the Qualified Domestic Relations Order and the close of all appeals to the Qualified Domestic Relations Order if the Alternate Payee consents to such lump sum distribution. In the event that the Alternate Payee does not consent to receive his or her distribution in a single lump sum as soon as practicable following the qualification of the Qualified Domestic Relations Order, the Alternate Payee may make an election to receive a distribution any time after the Earliest Retirement Date, subject to any requirements of Section 401(a)(9) of the Code and Section 8.1(c), by filing a distribution election specifying the form of payment as provided in Section 8.6 and the date on which payments shall commence.

8.4 Eligible Rollover Distributions.

(a) Participant Rollover Distributions. In connection with a Participant's Severance from Employment, the Distributee may elect, at the time and in the manner prescribed by the Administrative Service Agency, to have all or any portion of the Participant's Accounts that qualifies as an Eligible Rollover Distribution paid directly to the trustee of an Eligible Retirement Plan; *provided* that such other plan provides for the acceptance of such amounts by the trustee. The Plan shall provide written information to Distributees regarding Eligible Rollover Distributions to the extent required by Section 402(f) of the Code.

(b) Beneficiary Rollover Distributions. Upon a Participant's death, a Beneficiary may elect, at the time and in the manner prescribed by the Administrative Service Agency, to have all or any portion of the Participant's Accounts that qualifies as an Eligible Rollover Distribution paid directly to the trustee of an individual retirement arrangement (as defined in Section 7701(a)(37) of the Code) that is established for the purpose of receiving the distribution on behalf of such Beneficiary.

(c) Roth IRA Rollover Distribution. In connection with a Participant's Severance from Employment or upon a Participant's death, as the case may be, a Participant or a Beneficiary may elect, at the time and in the manner prescribed by the Administrative Service Agency, to have all or any portion of the Participant's Accounts that qualifies as an Eligible Rollover Distribution rolled over to a Roth individual retirement arrangement (as defined in Section 7701(a)(37) of the Code, and designated as a Roth arrangement at the time of its establishment). Such amounts will be included in gross income as if the distribution had been made to such Participant or Beneficiary.

(d) In-Plan Rollover to Roth Account. To the extent the Committee has resolved to implement a Roth Program pursuant to Section 3.1(c) of Schedule A and the Committee has further resolved to allow in-Plan Rollover Contributions to a Roth Account pursuant to Section 8.4(d) of Schedule A, this Section 8.4(d) shall apply. Upon any distribution event pursuant to which a Participant, a Beneficiary who is a Participant's Surviving Spouse or a spousal Alternate Payee would be permitted to have all or any portion of the Participant's Plan Benefit that qualifies as an Eligible Rollover Distribution rolled over into another Eligible Retirement Plan, such Participant, Beneficiary who is a Participant's Surviving Spouse or spousal Alternate Payee

may elect to have the portion of such Eligible Rollover Distribution that is not attributable to Roth Contributions or outstanding loans directly rolled over into a separately maintained Account within his or her Roth Account. Any such amounts will be included in gross income as if the distribution had been made to such Participant, Beneficiary who is a Participant's Surviving Spouse or spousal Alternate Payee. After a Participant, Beneficiary who is a Participant's Surviving Spouse or spousal Alternate Payee has made an in-Plan rollover into a Roth Account, such Participant, Beneficiary who is a Participant's Surviving Spouse or spousal Alternate Payee may elect to take distributions from such Account in accordance with any of the distribution options set forth in Section 8.1(c). The provisions in Section 8.4(d) shall be administered in accordance with procedures established by the Administrative Service Agency and shall be interpreted and administered in accordance with and subject to Section 402A(c)(4) of the Code and any rules, regulations or other guidance issued by the Internal Revenue Service in relation thereto.

8.5 Withholding. The Trustee shall withhold or cause to be withheld from any amounts withdrawn or distributed all federal, state, city or other taxes as shall be required pursuant to any law or governmental ruling or regulation, including Treasury Regulations.

8.6 Required Minimum Distributions.

(a) In General. Notwithstanding any other provision of the Plan to the contrary (except Section 8.6(b)), all distributions under the Plan shall be in accordance with the minimum distribution and timing requirements of Section 401(a)(9) of the Code (including the incidental death benefit requirements of Section 401(a)(9)(G) of the Code) and the final Treasury regulations under Sections 1.401(a)(9)-2 through 1.401(a)(9)-9, which are incorporated herein by reference. Such provisions shall override any distribution options in the Plan that may be inconsistent with Section 401(a)(9) of the Code. Any distributions made pursuant to this Section 8.6 in order to comply with Section 401(a)(9) of the Code shall be charged against the Account or Accounts of the Account Participant in such manner as designated by the Account Participant in accordance with procedures established by the Administrative Service Agency; *provided, however,* that if no such designation is made, such distributions shall be charged first against the Before-Tax Deferral Account, second against the Roth Account (to the extent applicable), third against the Rollover Account or Rollover Accounts not relating to Rollover Contributions of amounts from a Qualified Roth Contribution Program, and fourth against the Rollover Account or Rollover Accounts relating to Rollover Contributions of amounts from a Qualified Roth Contribution Program

(b) 2009 Waiver. Notwithstanding anything to the contrary in Section 8.6, an Account Participant who would have been required to receive required minimum distributions for 2009 but for the enactment of Section 401(a)(9)(H) of the Code ("2009 RMDs"), and who would have satisfied that requirement by receiving distributions that are (i) equal to the 2009 RMDs or (ii) one or more payments in a series of substantially equal distributions (that include the 2009 RMDs) made at least annually and expected to last for the life (or life expectancy) of the Participant, the joint lives (or joint life expectancy) of the Participant and the Participant's Beneficiary, or for a period of at least 10 years, will not receive those distributions for 2009 unless the Participant or Beneficiary chooses to receive such distributions. Participants and

Beneficiaries described in the preceding sentence will be given the opportunity to elect to receive the distributions described in the preceding sentence.

(c) Distributions During Participant's Life. The Plan Benefit of a Participant shall be distributed (or commence to be distributed) to such Participant as soon as practicable after the Required Beginning Date. If the Participant has not made an election pursuant to Section 8.1(c) prior to such Required Beginning Date, then the Plan Benefit shall be distributed in the form of installment payments commencing on the Required Beginning Date.

(d) Death of a Participant Before the Required Beginning Date.

(i) If a Participant dies before his Required Beginning Date, the remaining portion (if any) of such Participant's Plan Benefit shall be distributed to his or her Beneficiary (or if the Participant has no Beneficiary, his or her Surviving Spouse or estate, as determined under Section 9.2) no later than December 31 of the calendar year containing the fifth anniversary of the Participant's death (determined without regard to 2009), except as set forth in Sections 8.6(d)(i)(a) or (b) as follows:

(a) The Beneficiary may elect to receive a distribution of the Plan Benefit over a period not exceeding the life expectancy of the Beneficiary; *provided* that the distribution commences no later than December 31 of the calendar year immediately following the calendar year in which the Participant dies; or

(b) If the sole Beneficiary is the Participant's Surviving Spouse, such Surviving Spouse may elect to receive a distribution of the Account over a period not exceeding the life expectancy of the Surviving Spouse (determined as of the date such payments commence); *provided* that the distribution commences on or before the later of December 31 of the calendar year immediately following the calendar year in which the Participant dies or December 31 of the calendar year in which the Participant would have attained age 70 ½; *provided, further*, that if the Surviving Spouse dies after the Participant but before distributions to the Surviving Spouse commence, Section 8.6(d) (with the exception of Section 8.6(d)(i)(b)) shall apply as if the Surviving Spouse were the Participant.

(ii) The Beneficiary may elect to receive payment of the Plan Benefit as a lump sum or in annual, monthly or quarterly installment payments.

(e) Death After Required Beginning Date and After Commencement of Distributions. If a Participant dies on or after the Required Beginning Date, but before his or her entire Plan Benefit is distributed to him or her, the unpaid portion of his or her Plan Account shall be distributed as follows:

(i) If the Participant has a designated Beneficiary, the longer of the remaining life expectancy of the Participant's Beneficiary and the remaining life expectancy of the Participant determined in accordance with Section 1.409(a)(9)-5 of the Treasury Regulations; or

(ii) If the Participant does not have a designated Beneficiary, the remaining life expectancy of the Participant determined in accordance with Section 1.409(a)(9)-5 of the Treasury Regulations;

*provided, however,* that if a Beneficiary so elects, the Participant's remaining Plan Benefit may be paid to the Beneficiary at any time in a lump sum so long as the entire Plan Benefit is paid at least as rapidly as it would be paid under Section 8.6(e)(i).

(f) Alternate Payee Accounts. In the case of any Alternate Payee Account, payments to the Alternate Payee must be made in accordance with the Plan and Section 401(a)(9) of the Code.

8.7 Special Proceeds. If the Plan receives Special Proceeds (as defined below) that are allocable to an Account Participant who has received a final distribution of his or her entire Plan Benefit, then the Plan shall distribute such Special Proceeds to the former Participant, Beneficiary, or Alternate Payee (or in accordance with Section 9.2, if the Participant is deceased and no Beneficiary designation was in effect at the time of the Participant's death, or to the estate of Beneficiary or Alternate Payee, as applicable, if such person is deceased) in a lump sum as soon as practicable after the Plan receives such Special Proceeds unless, at the time of such mandatory distribution, the value of such distribution would exceed \$1,000. For purposes of Section 8.7, "Special Proceeds" means amounts attributable to a settlement of any dispute or controversy related to any of the assets previously attributable to any Account of the former Participant, Beneficiary, or Alternate Payee or any other amounts allocable under the Plan to a former Participant, Beneficiary, or Alternate Payee relating to an adjustment to the amount or value of any such Account.

## DESIGNATION OF BENEFICIARIES

9.1 Written Designation of Beneficiaries. Each Participant shall file with the Administrative Service Agency a written designation of one or more persons as the Beneficiary who shall be entitled to receive the Plan Benefit, if any, payable under the Plan upon his or her death. A Participant may from time to time revoke or change his or her Beneficiary designation without the consent of any prior Beneficiary by filing a new written designation with the Administrative Service Agency. The last such designation received by the Administrative Service Agency “in good order” shall be controlling; *provided, however*, that no designation or change or revocation thereof shall be effective unless received by the Administrative Service Agency in good order prior to the Participant’s death, and in no event shall it be effective as of a date prior to such receipt. For purposes of Section 9, a Beneficiary designation shall be deemed to be received in good order only if the Administrative Service Agency can reasonably identify the Beneficiary or Beneficiaries named in the designation.

9.2 No Beneficiaries Designated. (a) If no such Beneficiary designation is in effect at the time of a Participant’s death, or if no designated Beneficiary survives the Participant, or if no designated Beneficiary can be located with reasonable diligence by the Administrative Service Agency, the payment of the Plan Benefit, if any, payable under the Plan upon the Participant’s death shall be made by the Trustee from the Trust Fund to the Participant’s Surviving Spouse, if any, or if the Participant has no Surviving Spouse, or the Surviving Spouse cannot be located with reasonable diligence by the Administrative Service Agency, then to the deceased Participant’s estate. If the Administrative Service Agency is in doubt as to the right or entitlement of any person to receive such amount, the Administrative Service Agency shall inform the Committee and the Trustee, and the Trustee may retain such amount, without liability for any interest thereon, until the rights thereto are determined, or the Trustee may pay such amount into any court of appropriate jurisdiction or to any other person pursuant to applicable law and such payment shall be a complete discharge of the liability of the Trustee, Plan, Committee, Employer, Administrative Service Agency and Financial Organizations.

(b) If the Beneficiary so designated by the Participant dies after the death of the Participant but prior to receiving a complete distribution of the amount that would have been paid to such Beneficiary had such Beneficiary’s death not then occurred, then, for purposes of the Plan, the distribution that would otherwise have been received by such Beneficiary shall be paid to the Beneficiary’s estate.

9.3 Surviving Spouse. Notwithstanding Section 9.2, a Beneficiary who is a Surviving Spouse of the Participant may designate a subsequent Beneficiary, subject to the same filing requirements of Section 9.1, to the extent permitted under Section 401(a)(9) of the Code. To the extent such Surviving Spouse is not permitted or does not elect to designate a subsequent Beneficiary pursuant to the preceding sentence, and the Surviving Spouse dies prior to receiving a complete distribution of the amount that would have been paid to such Surviving Spouse had such Surviving Spouse’s death not then occurred, then, for purposes of the Plan, the distribution that would otherwise have been received by such Surviving Spouse shall be paid to the Surviving Spouse’s estate.

**SECTION 10**  
**QUALIFIED DOMESTIC RELATIONS ORDERS**

10.1 Qualified Domestic Relations Order. Payments with respect to a Participant's Plan Benefit may be made by the Trustee from the Trust Fund to one or more Alternate Payees pursuant to the terms of a Qualified Domestic Relations Order. Upon segregation of the assets payable to an Alternate Payee in an Alternate Payee Account or the payment of such benefits to the Alternate Payee, any such amounts paid or segregated shall no longer constitute part of the Participant's Plan Benefit. No liability whatsoever shall be incurred by the Committee, the Trustee, the Employer, the Administrative Service Agency, the Review Committee or any Financial Organization solely by reason of any act or omission undertaken in accordance with this section to comply with the terms of a Qualified Domestic Relations Order.

10.2 Suspension of Distributions During Claim Period. Subject to the discretion of the Administrative Service Agency or the Committee, no distribution of any Plan Benefit shall be permitted in any period during which a purported Qualified Domestic Relations Order claim, against all or part of such Plan Benefit, is being reviewed in accordance with the provisions of Section 11.8. If the Administrative Service Agency reasonably believes that a purported Qualified Domestic Relations Order against all or part of any Plan Benefit is likely to be asserted, the Committee may refuse to permit any distribution of all or part of such Plan Benefit pending determination of such claim.

## **ADMINISTRATION**

11.1 Plan Administration. Except as otherwise provided herein, the operation and administration of the Plan shall be the responsibility of the Committee and the Committee shall have all of the broad, general authority necessary or advisable to operate and administer the Plan. The Committee shall have the power and the duty to take all action and to make all decisions necessary or proper to carry out its responsibilities under the Plan. All determinations of the Committee as to any question involving its responsibilities under the Plan, including, interpretation of the Plan or as to any discretionary actions to be taken under the Plan, shall be solely in the Committee's discretion and shall be final, conclusive and binding on all parties.

11.2 Committee Powers and Duties. Without limiting the generality of the foregoing, the Committee shall have the following powers and duties:

(a) to require any person to furnish such information as it may request for the purpose of the proper administration of the Plan as a condition to receiving any benefit under the Plan;

(b) to make and enforce such rules and regulations and prescribe the use of such forms as it shall deem necessary for the efficient administration of the Plan;

(c) to interpret the Plan and to resolve ambiguities, inconsistencies and omissions in the terms of the Plan or any document related to the Plan;

(d) to decide all questions concerning the Plan and the eligibility of any Employee or other individual to participate in the Plan;

(e) to determine the amount of benefits which shall be payable to any person in accordance with the provisions of the Plan;

(f) to enlarge or diminish any applicable time period set forth in the Plan, subject to applicable law; and

(g) to determine the methods and procedures for the implementation and use of any automated telephone, computer, internet, intranet or other electronic or automated system adopted by the Committee for purposes of Plan administration, including, for receiving and processing enrollments and instructions with respect to the investment of assets allocated to an Account Participant's Accounts and for such other purposes as may be designated from time to time.

11.3 Limitation of Liability. Except as may be prohibited by applicable law, neither the Committee nor any member thereof shall be liable for (a) anything done or omitted to be done by it or by them unless the act or omission claimed to be the basis for liability amounted to a failure to act in good faith or was due to gross negligence or willful misconduct; (b) the payment of any amount under the Plan; or (c) any judgment or reasonable mistake of fact made by it or on its behalf by a member of the Committee. No member of the Committee shall be personally liable

under any contract, agreement, bond or other instrument made or executed by him or her or on his or her behalf in connection with the Plan or Trust Fund.

11.4 Trustee. The Trustee shall have responsibility for the custody and safekeeping of the assets of the Plan and the Trust Fund and the valuation of such assets in accordance with the terms of the Trust Agreement and, in conjunction with the Administrative Service Agency, shall be responsible for implementing the aggregated investment decisions of Participants and beneficiaries by allocating the Plan assets to the various Investment Options. The Committee shall periodically review the performance and methods of the Trustee and the Committee may, subject to the terms of the Trust Agreement, appoint and remove or change the Trustee at any time for any reason or for no stated reason. If the Trust Agreement so provides, the Trustee may also serve as the Administrative Service Agency and perform the record keeping services normally performed by a third party Administrative Service Agency or may provide the services normally provided by a Financial Organization, provided that the Trustee otherwise qualifies as an Administrative Service Agency or a Financial Organization, as the case may be.

11.5 Financial Organizations. The Committee shall have the power to appoint or remove one or more Financial Organizations and to delegate to such Financial Organization(s) authority and discretion to manage (including the power to acquire and dispose of) the assets of the Plan and Trust Fund in accordance with the Regulations and the Plan. The Committee shall periodically review the performance and methods of such Financial Organization(s). The Committee has the right to (i) replace any Financial Organization or Investment Option with a successor Financial Organization or Investment Option or (ii) to select any additional Financial Organization or Investment Option.

11.6 Delegation. The Committee may delegate its general authority as it deems appropriate in accordance with the terms of the Plan and all applicable Code sections; *provided, however*, that such delegation shall be subject to revocation at any time at the discretion of the Committee. Notwithstanding any other provision of the Plan, the Committee's general authority shall include the right to review, revise, modify, revoke, or vacate any decision made or action taken by any party under the Plan to whom authority of the Committee has been delegated or to whom authority with respect to the administration of the Plan or the custody and investment of the assets of the Trust Fund has been delegated or assigned under the terms of the Plan, by the Committee or otherwise. The rights of the Committee under Section 11.6 include, the right to review, revise, modify, revoke, or vacate any decision of the Administrative Service Agency or the Review.

11.7 Plan Expenses.

(a) Assessment Against the Trust Fund. Subject to 11.7(b), the expenses of administering the Plan, including (i) the fees and expenses of the Financial Organizations and Administrative Service Agency for the performance of their duties under the Plan, including any fees and expenses associated with a change, termination or addition of an Investment Option, (ii)

the fees, if any, of any member of the Committee and any Trustee and the expenses incurred by the Committee or any of its members or any Trustee in the performance of their duties under the Plan (including reasonable compensation for any legal counsel, certified public accountants, consultants, and agents, employees of the Committee and cost of services rendered in respect of the Plan and the Trust Agreement (as provided therein)), and (iii) all other proper charges and disbursements of the Financial Organizations, Administrative Service Agency, the Committee or its members (including settlements of claims or legal actions approved by counsel to the Plan) or any Trustee shall be allocated to and paid out of the assets of the Trust Fund in accordance with such allocation and payment procedures as the Committee shall establish from time to time. The Committee is authorized to levy a fee against the Accounts of Account Participants for the purpose of paying some or all of such expenses, except where the Employer elects to pay such expenses directly; *provided, however*, that any such fees shall be levied on a pro-rata basis from the Account Participant's various Accounts at any given time, including Before-Tax Deferral Accounts, Roth Accounts (to the extent applicable), Rollover Accounts not relating to Rollover Contributions of amounts from a Qualified Roth Contribution Program, and Rollover Accounts relating to Rollover Contributions of amounts from a Qualified Roth Contribution Program.

(b) Investment Expenses. Unless the Committee determines otherwise, brokerage fees, transfer taxes and any other expenses incident to the purchase or sale of securities for any Investment Option shall be deemed to be part of the cost of such securities, or deducted in computing the proceeds therefrom, as the case may be. The Administrative Service Agency shall appropriately deduct any taxes assessed in respect of any assets held, income received, or transactions effected under any Investment Option proportionately against any Accounts that are invested in such Investment Option.

#### 11.8 Review of Claims.

(a) Initial Claim of Rights or Benefits and Review. Any claim to rights or benefits under the Plan, including, any purported Qualified Domestic Relations Order, or request for an Unforeseeable Emergency Withdrawal must be filed in writing with the Committee, or with such other entity as the Committee may designate. Within sixty days after receipt of such claim, the Committee, or such other entity designated by the Committee, shall notify the claimant and, if such claimant is not the Account Participant, any Account Participant against whose Plan Benefit the claim is made, that the claim has been granted or denied, in whole or in part. Notice of denial of any claim in whole or in part by the Committee, or by such other entity designated by the Committee, shall include the specific reasons for denial and notice of the rights granted by Section 11.8.

(b) Review of Decision. Any claimant or Account Participant who has received notice of denial or grant, in whole or in part, of a claim made in accordance with the foregoing Section 11.8(a) may file a written request within thirty days of receipt of such denial for review of the decision by the Review Committee. Within ninety days after receipt of such request for review, the Review Committee shall notify the claimant and, as applicable, the Account Participant, that the claim has been granted or denied, in whole or in part; *provided, however*, that the Review Committee may in its discretion extend such period by up to an additional 120 days upon notice to the claimant and, as applicable, the Account Participant, prior to

expiration of the original ninety days that such additional period is needed for proper review of the claim. Notice of denial of any claim in whole or in part by the Review Committee shall include the specific reasons for denial and shall be final, binding and conclusive on all interested persons for all purposes.

11.9 Advisers. The Committee shall arrange for the engagement of legal counsel and certified public accountants, who may be counsel or accountants for the Employer, and other consultants, including an investment adviser, and make use of agents and clerical or other personnel, for purposes of this Plan. The Committee may rely upon the written opinions of counsel, accountants and consultants, and upon any information supplied by the Trustee, a Financial Organization or Administrative Service Agency appointed in accordance with the Regulations.

11.10 Limitation on Committee Power. No member of the Committee shall be entitled to act on or decide any matters relating solely to such member or any of his or her rights or benefits under the Plan.

11.11 Committee Action. All actions of the Committee shall be taken at a public meeting in accordance with Article 7 of the Public Officers Law. The Committee shall establish its own procedures and the time and place for its meetings and provide for the keeping of minutes of all meetings.

11.12 General Requirements. Notwithstanding any other provision hereof, the Plan shall at all times be operated in accordance with the requirements of applicable law, including, the Regulations.

## **AMENDMENT OR TERMINATION**

12.1 Power to Amend and Terminate. Subject to any requirements of State or federal law, the Employer reserves the right at any time and with or without prior notice to any person to amend, suspend or terminate the Plan, to eliminate future deferrals and contributions for existing Participants, or to limit participation to existing Participants, in whole or in part and for any reason and without the consent of any Employee, Account Participant, Beneficiary or other person. No amendment, suspension or termination of any provisions of the Plan or any deferrals or contributions thereunder, the Trust Agreement or any Investment Option may be made retroactively, unless such retroactivity is allowed under State law, the Code and other applicable law.

12.2 Termination of Plan. Upon any action by the Employer to initiate a Plan termination, the Employer shall permit no further deferrals or contributions of Compensation under the Plan, and the Plan termination shall become effective upon the distribution of all Plan Benefits. After taking an action to initiate a Plan termination, the Employer may distribute all Plan Benefits to Account Participants or the Employer may provide that Plan Benefits and other interests in the Trust Fund shall continue to be payable as provided in the Plan. Any distributions, transfers or other dispositions of the Plan Benefits as provided in the Plan shall constitute a complete discharge of all liabilities under the Plan. The Committee and the Trustee(s) shall remain in existence and the Trust Agreement and all of the provisions of the Plan that the Employer determines are necessary or advisable for the administration and distribution, transfer or other disposition of interests in the Trust Fund shall remain in force.

## GENERAL LIMITATIONS AND PROVISIONS

13.1 Plan Binding on Account Participants. The Plan, as duly amended from time to time, shall be binding on each Account Participant and his or her Surviving Spouse, heirs, administrators, trustees, successors, assigns, and Beneficiaries and all other interested persons.

13.2 No Right to Employment. Nothing contained herein shall give any individual the right to be retained in the employment of the Employer or affect the right of the Employer to terminate any individual's employment. The adoption and maintenance of the Plan shall not constitute a contract between the Employer and any individual or consideration for, or an inducement to or condition of, the employment of any individual.

13.3 Incapacitation or Incompetence. If the Administrative Service Agency shall find that any person to whom any amount is payable under the Plan is unable to care for his or her affairs, is a minor, or has died, then any payment due to such person or his or her estate (unless a prior claim therefor has been made by a Beneficiary, Surviving Spouse or duly appointed legal representative or the time period during which a Beneficiary or Surviving Spouse could make a claim under the Plan has not elapsed) may, if the Administrative Service Agency so elects, be paid to his or her spouse, a child, a relative, or any other person maintaining or having custody of such person otherwise entitled to payment or deemed by the Trustee to be a proper recipient on behalf of such person. Any such payment shall be a complete discharge of all liability under the Plan therefor.

13.4 No Alienation of Plan Benefits. Except insofar as may otherwise be required by a Qualified Domestic Relations Order or applicable law, no amount payable at any time under the Plan shall be subject in any manner to alienation by anticipation, sale, transfer, assignment, bankruptcy, pledge, attachment, garnishment, charge or encumbrance of any kind, and any attempt to so alienate such amount, whether presently or thereafter payable, shall be void.

13.5 Notices to the Committee. All elections, designations, requests, notices, instructions, and other communications from the Employer, an Employee, an Account Participant, or any other person to the Committee, Administrative Service Agency or the Employer required or permitted under the Plan shall be in such form as is prescribed by the Committee, shall be mailed by first class mail or delivered electronically in such a form and to such location as shall be prescribed by the Committee from time to time, and shall be deemed to have been given and delivered only upon actual receipt thereof at such location. Copies of all elections, designations, requests, notices, instructions and other communications from an Employee, a Participant, a Beneficiary, a Surviving Spouse or any other person to the Employer shall be promptly filed with the Administrative Service Agency in such a manner specified by the Administrative Service Agency.

13.6 Notices to Participants. All notices, statements, reports and other communications from an Employer, the Trustee or the Committee to any Account Participant, shall be deemed to have

been duly given when delivered to, or when mailed by electronic delivery or other form of delivery approved by the Committee or by first class mail, postage prepaid and addressed to such Employee, Account Participant, Beneficiary, Surviving Spouse or other person at his or her address last appearing on the records of the Administrative Service Agency, the Trustee or the Employer.

13.7 Trust Sole Source of Plan Benefits. The Trust Fund shall be the sole source of benefits under the Plan and, except as otherwise required by applicable law, neither the Committee, the Employer nor any officer or employee of an Employer assume any liability or responsibility for payment of such benefits, and each Account Participant, his or her spouse or Beneficiary, or other person who shall claim the right to any payment under the Plan shall be entitled to look only to the Trust Fund for such payment and shall not have any right, claim or demand therefor against the Committee or any member thereof, the Employer, or any officer or employee of an Employer. Nothing in Section 13.7 shall relieve an Employer of its obligation to defer or contribute Amounts Deferred or Contributed to the Trust Fund within two Business Days after the applicable payroll date, in the manner contemplated by Section 4.1.

13.8 Account Assets and Account Vesting.

(a) Account Assets Held in Trust Fund. The entire value of each Account for each Account Participant shall be held in the Trust Fund pursuant to the Trust Agreement for the exclusive benefit of the applicable Account Participant and for paying reasonable expenses of the Plan and of the Trust Fund pursuant to Section 11.7 and no part of the Trust Fund shall revert to any Employer; *provided, however*, that the setting-aside of any amounts to be held in the Trust Fund is expressly conditioned upon the following: If an amount is set aside to be held in the Trust Fund by an Employer in a manner which is inconsistent with any of the requirements of Section 457(b) of the Code, such amount shall be returned to such Employer prior to the first day of the first Plan Year commencing more than 180 days after the date of notification of such inconsistency by the Secretary of the Treasury. Any amounts so returned to the Employer, and the earnings thereon, shall be remitted to the Participants on whose behalf such amounts were set aside.

(b) Vesting. Each Account Participant shall be 100 percent vested at all times in his or her Plan Benefit.

13.9 Several Liability. The duties and responsibilities allocated to each person under the Plan and the Trust Agreement shall be the several and not joint responsibility of each, and no such person shall be liable for the act or omission of any other person.

13.10 Interpretation. (i) The term “including” means by way of example and not by way of limitation, and (ii) the headings preceding the sections hereof have been inserted solely as a matter of convenience and in no way define or limit the scope or intent of any provisions hereof.

13.11 Construction. The Plan and all rights there under shall be governed by and construed in accordance with the Code and the laws of the State.

## SCHEDULE A

Effective date of last completion or amendment of this Schedule A: June 1, 2011

### Instructions

This Schedule A and all later amendments to this Schedule A are part of the Plan document and should remain attached to the Plan document.

Schedule A is used by the Committee (1) TO ACTIVATE or TERMINATE optional Plan provisions described below, (2) TO MODIFY the default provisions of the Plan described below or (3) TO INDICATE that the default provisions described below will continue to apply under the Plan.

Each section of this Schedule A must be completed by the Committee in connection with the adoption of this amendment and restatement of the Plan. All selections made shall remain effective until this Schedule A is later amended by the Committee.

All section references refer to the corresponding sections of the Plan and all defined terms have the meanings ascribed to them in the Plan.

### Committee Elections – Optional Plan Provisions

#### **3.1(c) ROTH PROGRAM**

***Section 3.1(c) of the Plan permits Roth Contributions only if the Committee checks YES below. The Committee must also indicate below the effective date of this election. The Committee should check NO below to indicate that Roth Contributions will not be permitted under the Plan or, at a later time, to change prospectively (as of a specified effective date) a prior election under this section.***

The Plan shall maintain a Roth Program under which Participants may make Roth Contributions to the Plan, which Roth Contributions will be made and separately accounted for in compliance with the relevant provisions of the Plan and the Code.

YES

NO

Effective date: As soon as practicable

**8.4(d) IN-PLAN ROLLOVER TO A ROTH ACCOUNT**

*Section 8.4(d) of the Plan permits Roth Contributions only if the Committee has checked YES above (permitting a Roth Program) and checked YES below allowing amounts that otherwise qualify as Eligible Rollover Distributions not attributable to Roth Contributions to be directly contributed to a Roth Account under the Plan. The Committee must also indicate below the effective date of this election. The Committee should check NO below to indicate that Eligible Rollover Distributions may not be directly rolled over to a Roth Account under the Plan or, at a later time, to change prospectively (as of a specified effective date) a prior election under this section.*

To the extent the Committee has resolved to implement and maintain a Roth Program pursuant to Section 3.1(c) of Schedule A, a Participant may elect to have the portion of his or her Eligible Rollover Distribution that is not attributable to Roth Contributions directly rolled over into a Roth Account in the Plan.

YES (do not check YES unless Roth Program is in effect)

NO

Effective date: \_\_\_\_\_

**3.1(e) SUSPENSION OF DEFERRALS AND CONTRIBUTIONS FOLLOWING AN UNFORESEEABLE EMERGENCY WITHDRAWAL**

*Section 3.1(e) of the Plan allows the Employer automatically to suspend deferrals and contributions for six months following the date a Participant receives an Unforeseeable Emergency Withdrawal only if the Committee checks YES below. The Committee must also indicate below the effective date of this election. The Committee should check NO below to indicate that a suspension of deferrals and contributions will not be required or, at a later time, to change prospectively (as of a specified effective date) a prior election under this section.*

A Participant's deferrals and contributions will be suspended for a period of six months following a distribution due to an Unforeseeable Emergency withdrawal.

YES

NO

Effective date: Continue to apply \_\_\_\_\_

**7.2(b) AUTOMATIC DISTRIBUTION OF SMALL ACCOUNTS FOLLOWING A SEVERANCE FROM EMPLOYMENT**

*Section 7.2(b) of the Plan allows the Employer to automatically distribute certain small account balances following a Severance from Employment only if the Committee has checked YES below. The Committee must also indicate below the effective date of this election. The Committee should check NO to indicate that no automatic distribution will occur following a Severance from Employment or, at a later time, prospectively to change (as of a specified effective date) a prior election under this section.*

With respect to a Participant or an Alternate Payee whose Account or Alternate Payee Account does not exceed the amount set forth in Section 7.2(a) of the Plan, the Committee shall direct the automatic distribution of the Participant's Account and Rollover Account or the Alternate Payee's Alternate Payee Account as soon as practicable following the Participant's Severance from Employment.

YES

NO

Effective date: \_\_\_\_\_

**7.2(b) AUTOMATIC DISTRIBUTION OF INACTIVE SMALL ACCOUNTS**

*Section 7.2(b) of the Plan allows the Employer to automatically distribute certain small account balances in inactive accounts only if the Committee has checked YES below and indicated the small account amount below. The Committee must also indicate below the effective date of this election. The Committee should check NO to indicate that no automatic distribution of inactive small accounts will occur or, at a later time, prospectively to change (as of a specified effective date) a prior election under this section.*

**7.2(b) Automatic Distributions after a Severance from Employment.**

With respect to a Participant or an Alternate Payee whose Account or Alternate Payee Account does not exceed the amount set forth in Section 7.2(a) of the Plan, upon an Account Participant's Plan Benefit falling below \$\_\_\_\_\_, [*Insert any whole dollar amount up to the dollar limit under Section 411(a)(11)(A) of the Code*] to the extent that the requirements of Section 7.2(a) of the Plan are met, the Committee shall direct the automatic distribution of the Participant's Account and Rollover Account or the Alternate Payee's Alternate Payee Account in accordance with 7.2(b) of the Plan.

YES (do not check YES unless a permissible amount is specified above)

NO

Effective date: \_\_\_\_\_

**7.3 PLAN LOANS FOR ACTIVE EMPLOYEES**

*Section 7.3 of the Plan allows active Employees to request a Plan loan only if the Committee has checked YES below. The Committee must also indicate below the effective date of this election. The Committee should check NO to indicate that no Plan loans will be permitted or, at a later time, prospectively (as of a specified effective date) to change a prior election under this section.*

Participants who are active Employees shall be eligible to request a Plan loan and may be granted a loan pursuant to the requirements of Section 7.3 of the Plan.

YES

NO

Effective date: October 13, 2006

**7.3(a) PLAN LOANS FOR PARTICIPANTS ON AN APPROVED LEAVE OF ABSENCE**

*Section 7.3(a) of the Plan allows Participants who are on an approved leave of absence to be eligible to request a Plan loan only if the Committee has checked YES above (permitting Plan loans for active Employees) and checked YES below extending the loan provisions to Participants on an approved leave of absence. The Committee must also indicate below the effective date of this election. The Committee should check NO to indicate that no Plan loans will be permitted for Participants on an approved leave of absence or, at a later time, prospectively to change (as of a specified effective date) a prior election under this section.*

Participants who are on an approved leave of absence from their Employer shall be eligible to request a Plan loan and may be granted a loan pursuant to the requirements of Section 7.3 of the Plan.

YES (do not check YES unless Plan Loans are authorized for active Employees)

NO

Effective date: \_\_\_\_\_

**Committee Elections – Modification of Default Plan Provisions**

**7.3(f) DURATION OF LOAN GRACE PERIOD**

*Section 7.3 of the Plan allows the Committee to permit Plan loans (see elections above). If the Committee permits Plan loans, the Plan document states that, unless the Committee makes an election below, any such loan will be in default if a Participant fails to make a required loan repayment within 90 days following the due date for such repayment. The Plan document refers to this period as the “Loan Grace Period.”*

*Section 7.3(f) of the Plan allows the Committee to specify a shorter Loan Grace Period by indicating a period of fewer than 90 days below and by indicating that such election will apply to Plan loans made after the effective date specified below. The Committee may, at a later time, indicate (as of a specified effective date) a different Loan Grace Period by making a new election under this section.*

The Loan Grace Period for purposes of Section 7.3(f) shall be \_\_\_\_\_ days [*a number of days greater than 0 but less than 90*] following the due date of a Participant’s scheduled loan repayment.

Effective date: \_\_\_\_\_

**8.1(c)(i) and (iii) MINIMUM LUMP SUM AMOUNT**

*Sections 8.1(c)(i) and (iii) of the Plan allow a Participant who is otherwise eligible for a distribution under the Plan to elect to receive that distribution in a total or partial lump sum. The Plan document states that, unless the Committee makes an election below, the amount of a partial lump sum distribution cannot be less than \$100. The Plan document refers to this amount as the “Minimum Lump Sum Amount.”*

*Sections 8.1(c)(i) and (iii) of the Plan allow the Committee to specify a different Minimum Lump Sum Amount by indicating a dollar amount below and by indicating that such Minimum Lump Sum Amount will apply to distributions made after the effective date specified below. The Committee may also indicate there is no Minimum Lump Sum Amount by inserting the “none” or “0” below. The Committee may, at a later time, indicate (as of a specified effective date) on a prospective basis a different Minimum Lump Sum Amount by making a new election under this section.*

The Minimum Lump Sum Amount shall be \$\_\_\_\_\_.

Effective date: \_\_\_\_\_

**8.1(c)(ii) MINIMUM INSTALLMENT AMOUNT**

*Section 8.1(c)(ii) of the Plan allows a Participant who is otherwise eligible for a distribution under the Plan to elect to receive that distribution in periodic monthly, quarterly, semi-annual or annual installments. The Plan document states that, unless the Committee makes an election below, the amount of an installment distribution cannot be less than \$100. The Plan document refers to this amount as the “Minimum Installment Amount.”*

*Section 8.1(c)(ii) of the Plan allows the Committee to specify a different Minimum Installment Amount by indicating a dollar amount below and by indicating that such Minimum Installment Amount will apply to distributions made after the effective date specified below. The Committee may also indicate there is no Minimum Installment Amount by inserting the “none” or “0” below. The Committee may, at a later time, indicate (as of a specified effective date) on a prospective basis a different Minimum Installment Amount by making a new election under this section.*

The Minimum Installment Amount shall be \$\_\_\_\_\_.

Effective date: \_\_\_\_\_

**8.1(c)(i) and (iii) MAXIMUM ANNUAL NUMBER OF PARTIAL DISTRIBUTIONS PER PLAN YEAR**

*Sections 8.1(c)(i) and (iii) of the Plan allow a Participant who is otherwise eligible for a distribution under the Plan to elect to receive that distribution in a total or partial lump sum. The Plan document states that, unless the Committee makes an election below, the maximum number of partial lump sum distributions in a Plan Year may not exceed 12. The Plan document refers to this amount as the “Maximum Annual Number of Partial Distributions.”*

*Sections 8.1(c)(i) and (iii) of the Plan allow the Committee to specify a different Maximum Number of Partial Distributions per Plan Year by indicating a different limit below and by indicating that such limit will apply to distributions made after the effective date specified below. The Committee may, at a later time, indicate (as of a specified effective date) on a prospective basis a different Maximum Number of Partial Distributions for a Plan Year by making a new election under this section.*

The Maximum Annual Number of Partial Distributions for each Plan Year shall be \_\_\_\_\_.

Effective date: \_\_\_\_\_

**8.1(e) DISTRIBUTION WAITING PERIOD**

*Section 8.1(c) of the Plan allows a Participant who is otherwise eligible for a distribution under the Plan to elect to receive that distribution in a total or partial lump sum or in installments. Section 8.1(e) of the Plan document also states that, unless the Committee makes an election below, a distribution will be delayed for 45 days if the distribution would result in the Participant having an account balance of less than \$500. The Plan document refers to this period as the “Distribution Waiting Period.”*

*Section 8.1(e) of the Plan allows the Committee to specify a different Distribution Waiting Period by indicating a different limit below and by indicating that such limit will apply to distributions made after the effective date specified below. The Committee may also indicate there is no Distribution Waiting Period by inserting the word “none” below. The Committee may, at a later time, indicate (as of a specified effective date) on a prospective basis a different Distribution Waiting Period for a Plan Year by making a new election under this Schedule A .*

The Distribution Waiting Period shall be \_\_\_\_\_ days.

Effective date: \_\_\_\_\_

**February 28, 2012**

**Exhibit “B”**

- Reorganizing and updating sections to improve the overall readability and eliminate unnecessary numerical references (annual limits) from the Model Plan document.
- Including employer elections within the plan document including: suspension of deferrals following an unforeseeable emergency withdrawal, automatic distributions from small and inactive accounts, loan design parameters and Roth deferrals and in-plan conversions are permissive. The Model Plan document includes a Schedule A where the employer may indicate the election of one or more of these provisions.
- Clarifying the first date a participant may make deferrals in compliance with Code Section 457(b) and timing requirements for any subsequent changes to deferral rates or allocations between pre-tax and after-tax deferrals.
- Clarifying compensation available for deferral for purposes of calculating contributions and recognizes that employers use various methods in determining the order of deductions taken before a deferral percentage is applied.
- Including provisions related to HEART Act of 2008 regarding treatment of differential pay and qualifying distributions for active military service in compliance with the HEART Act, including suspension of deferrals for six months following distribution.
- Making technical recognition of the waiver of RMDs for 2009.
- Clarifying that a beneficiary form must be received in good order to be considered valid.
- Clarifying that the Model Plan will only accept rollovers from Eligible Retirement Plans comprised of pre-tax amounts and amounts may be rolled in by participants, beneficiaries (other than inherited accounts) and alternate payees. Model Plans may roll account balances out to Eligible Retirement Plans that include post-tax amounts if the receiving plan separately accounts for them.
- Clarifying that a beneficiary of a deceased participant may roll a distribution directly to a Roth IRA, in addition to plan participants.
- Including language allowing for future delivery of participant communications through electronic means, where appropriate.
- Codifying that periodic and lump sum payments must be a minimum of \$100 per payment, unless the Committee selects a different minimum, and sets a maximum annual number of partial distributions.
- Clarifying that the \$50,000 loan limit includes the highest loan value in the last twelve months from the Model Plan and other employer plans. Regarding participants who have defaulted on a Plan loan, subsequent loans would not be allowed until defaulted loan is

repaid. Removes requirement that a participant must wait until the term of the original loan expires before applying for a new loan, assuming the defaulted loan is repaid.

- Providing guidance on the handling of the receipt of special proceeds such as SEC settlements payable to former participants.
- Allowing a surviving spouse beneficiary to name a beneficiary on their account.
- Including the 5 year option for non-spousal beneficiaries to receive distributions and makes distribution rules consistent for pre- and post-age 70½ deaths.
- Allowing earlier distributions due to severance of employment as long as a balance of \$500 remains in the account for 45 days after a severance from employment.
- Providing that outstanding loans from another New York state 457(b) plan may be allowed to be transferred or rolled in with a full account transfer.
- Removing the Power of Attorney Language since the acceptance of a power of attorney is governed by State law and not required in the Model Plan document.
- Clarifying the requirement that Committee actions must be taken at a public meeting in accordance with Article 7 of the Public Officers Law, and
- Limiting indemnification to Committee Members only.

**BASIC LEASE TERMS**  
**AUTHORITY TO CANTER**

PREMISES: 2,215 rsf on the 9<sup>th</sup> floor of the C. D. Rappleyea Building

TERM: Five years and six months commencing April 1, 2012

ELECTRIC: \$2.75 per rentable square foot for the term of the lease. Tenant has option to submeter premises at Tenant's cost

FIXED ANNUAL RENTAL RATE<sup>1</sup>:  
April 1, 2012 – September 30, 2012 – Rent Abatement Period  
October 1, 2012 – September 30, 2015 \$24.00/s.f. or \$53,160 per annum  
October 1, 2015 – September 30, 2017 \$26.00/s.f. or \$57,590 per annum

RENT COMMENCEMENT: October 1, 2012

TERM COMMENCEMENT: April 1, 2012

LANDLORD'S CONTRIBUTION TO TENANT'S WORK: Landlord will alter space per Tenant's plans but this amount shall not exceed \$35,000.

ESCALATIONS: Proportionate share of increases in real estate taxes over a base year of 2012/2013. Proportionate share of increases in operating expenses over a base year of 2012/2013.  
  
Note: 2,215 rsf represents .53% of the space at 123 Main Street.

OPTION: Right of first offer for additional space contiguous to the premises.

PARKING: Tenant to have four (4) parking spaces at current market rate.

BROKERAGE COMMISSIONS: A full market brokerage commission per separate agreement.

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<sup>1</sup> Exclusive of electricity.

**BASIC LEASE TERMS**  
**DRC DEVELOPMENT, LLC to AUTHORITY**

**PREMISES:** 15,000 rsf in a warehouse building located at 6420 Inducon Drive from DRC Development, LLC

**TERM:** Eight year term commencing July 1, 2012 and terminating June 20, 2020.

**ELECTRIC:** Direct metered.

**FIXED ANNUAL RENTAL RATE<sup>1</sup>:** \$108,750 - July 1, 2012 to June 30, 2020

**RENT COMMENCEMENT:** July 1, 2012

**LANDLORD'S IMPROVEMENTS:** Landlord shall, at Landlord's sole cost, demise 15,000 square feet from the balance of the building by a one hour rated steel stud and dry wall partition. Landlord shall, at Landlord's sole cost, finish the 15,000 square foot area to an improved and occupiable condition with 227 volt, T-5 lighting, 6" reinforced concrete floor, handicapped accessible men's and women's bathrooms (one each). Steel-lined panel to be provided to 14' above finished floor on the interior of the exterior walls. Landlord shall further, at Landlord's sole cost, provide a 200 amp 480/277 volt three-phase electrical service with a 110 volt transformer. The entire area is to be climate controlled to 72° Fahrenheit, year round, with 45-55% relative humidity by use of rooftop gas/electric heating and dehumidification units. The entire area is to be sprinklered to N.F.P.R. Standard 13 specifications. The demised area is to include two 8'x9' dock doors with 30,000 lb. levelers and one 12'x14' grade door.

**COMMON AREA MAINTENANCE:** The Tenant shall pay its proportionate share of all common area charges for maintenance and upkeep, such proportionate share to be 18.8% of the total common area charges incurred by the Association, and the Tenant shall pay such common area charges as provided in the rules, regulations and By-Laws, as may be amended from time to time, of the Association. Such common area charges shall include, but not be limited to, expenses for water, exterior lighting, real property taxes and assessments, or governmental impositions in lieu thereof, lawn maintenance and snow plowing.

**BROKERAGE COMMISSIONS:** Brokerage commission to be paid by Landlord.

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<sup>1</sup> Exclusive of electricity.

**Procurement (Services) and Other Contracts – Awards**  
 (For Description of Contracts See "Discussion")

<u>Plant Site</u>	<u>Company Contract #</u>	<u>Start of Contract</u>	<u>Description of Contract</u>	<u>Closing Date</u>	<u>Award Basis<sup>1</sup> Contract Type<sup>2</sup></u>	<u>Compensation Limit</u>	<u>Amount Expended To Date</u>	<u>Authorized Expenditures For Life Of Contract</u>
CSS - HR	<b>CORPORATE COUNSELING ASSOCIATES, INC.</b> New York, NY (Q11-5153; PO# TBA)	04/01/12 (on or about)	Provide for Employee Assistance Program services	03/31/17	B/P			<b>\$205,640*</b>
						*Note: represents total for up to 5-year term		
CSS - HR	<b>Q11-5144; 6 awards:</b>  <b>1. CAREERBUILDER GOVERNMENT SOLUTIONS LLC</b> Washington, D.C.  <b>2. INDUSTRIAL STAFFING SERVICES, INC. ♦</b> East Brunswick, NJ  <b>3. K.G. INDUSTRIES, INC.</b> Long Island City, NY  <b>4. KMQ ENTERPRISES, INC.</b> dba TAILWIND ASSOCIATES Schenectady, NY  <b>5. RANDSTAD PROFESSIONALS US, LP</b> dba RANDSTAD ENGINEERING Norcross, GA  <b>6. RECOURSE COMMUNICATIONS, INC. ("RCI")</b> Jupiter, FL (PO #s TBA)	04/01/12 (on or about)	Provide for recruitment services primarily for technical positions in Engineering and IT disciplines, on an "as needed" basis	03/31/17	B/P			<b>\$1,000,000*</b>
						*Note: represents aggregate total for up to 5-year term		

♦ 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 27, 2012

<u>Plant Site</u>	<u>Company Contract #</u>	<u>Start of Contract</u>	<u>Description of Contract</u>	<u>Closing Date</u>	<u>Award Basis<sup>1</sup> Contract Type<sup>2</sup></u>	<u>Compensation Limit</u>	<u>Amount Expended To Date</u>	<u>Authorized Expenditures For Life Of Contract</u>
MED ENERGY EFFIC. RESOURCES & TECH SERV. – ENERGY SERVICES	<b>Q11-5157; 2 awards:</b>  <b>1. SOLAR ELECTRIC SYSTEMS, INC.</b> White Plains, NY  <b>2. SOLAR LIBERTY ENERGY SYSTEMS, INC.</b> Buffalo, NY (PO#s TBA)	04/01/12 (on or about)	Provide for F/D/I of roof-mounted solar photovoltaic ("PV") systems statewide (Solar Electric -- NYC Region; Solar Liberty -- all 6 geographic regions)	03/31/17	B/C			<b>\$5,000,000*</b>
						*Note: represents aggregate total for up to 5-year term <b>All costs in connection with ESP projects will be recovered by the Authority.</b>		
MED MARKETING ANALYSIS & ADMIN. - POWER CONTRACTS	<b>NEXANT, INC.</b> Chandler, AZ (HQ) White Plains, NY (Branch Office) <b>(Q11-5159; PO# TBA)</b>	04/01/12 (on or about)	Provide for consulting services for review, analysis and support in utility delivery service rate filings	03/31/17	B/P			<b>\$2,000,000*</b>
						*Note: represents total for approximately 5-year term		
POWER SUPPLY - PROJECT MGMT / Central Region	<b>ABLE TESTING &amp; INSPECTION, INC.</b> Cobleskill, NY <b>(Q11-5136; PO# TBA)</b>	04/01/12 (on or about)	Provide for Non-Destructive Examination, on-site welding inspection and welder qualification services at B-G and small hydro facilities in Central Region	03/31/15	B/P			<b>\$95,000*</b>
						*Note: represents total for up to 3-year term		
POWER SUPPLY - PROJECT MGMT, LICENSING & COMPLIANCE + NIAGARA	<b>APPLIED ECOLOGICAL SERVICES, INC.</b> Broadhead, WI <b>(Q11-5149; 4500214241)</b>	03/01/12	Provide for Motor Island Shoreline Restoration Habitat Improvement Project – Planting Phase, as part of the NIA New License and Settlement Agreements	12/31/14	B/C			<b>\$497,632*</b>
						*Note: represents total for approximately 3-year term		

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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 27, 2012**

<u>Plant Site</u>	<u>Company Contract #</u>	<u>Start of Contract</u>	<u>Description of Contract</u>	<u>Closing Date</u>	<u>Award Basis<sup>1</sup> Contract Type<sup>2</sup></u>	<u>Compensation Limit</u>	<u>Amount Expended To Date</u>	<u>Authorized Expenditures For Life Of Contract</u>
POWER SUPPLY - PROJECT MGMT / Central Region	<b>CME ASSOCIATES, INC.</b> Central Square, NY (HQ) Albany, NY (Branch Office) ( <b>Q11-5139</b> ; PO# TBA)	04/01/12 (on or about)	Provide for concrete and soil testing services at B-G, small hydro facilities in Central Region and at local vendors' facilities, as needed	03/31/15	B/S			<b>\$95,000*</b>
						*Note: represents total for up to 3-year term		
POWER SUPPLY - STL	<b>FUSION BABBITTING CO., INC.</b> Milwaukee, WI (6000129170; PO# TBA)	04/01/12 (on or about)	Provide for rebabbitting of hydroelectric turbine thrust bearing shoes for the STL Project	03/31/15	B/S			<b>\$215,000*</b>
						*Note: represents total for up to 3-year term		
POWER SUPPLY - ASSET & MAINTENANCE MGMT	<b>PREMIER UTILITY SERVICES, LLC</b> Hauppauge, NY ( <b>Q11-5113-1</b> ; PO# TBA)	04/01/12 (on or about)	Provide for locating and mark-out services for underground utilities at Authority-owned or operated facilities or property statewide, as needed	03/31/17	B/S			<b>\$470,000*</b>
						*Note: represents total for up to 5-year term		
POWER SUPPLY - EH&S	<b>ULTRA ELECTRONICS OCEAN SYSTEMS, INC.</b> Braintree, MA ( <b>Q12-5147</b> ; PO# TBA)	04/01/12 (on or about)	Provide for the installation, operation and maintenance of acoustic fish deterrent systems at the Crescent and Vischer Ferry Projects	03/31/17	B/S			<b>\$667,518*</b>
						*Note: represents total for up to 5-year term (to be released in one-year increments)		

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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 Additional Funding**  
 (For Description of Contracts See "Discussion")

**EXHIBIT "B"**  
**March 27, 2012**

<u>Plant Site/ Bus. Unit</u>	<u>Company Contract #</u>	<u>Start of Contract</u>	<u>Description of Contract</u>	<u>Closing Date</u>	<u>Award Basis<sup>1</sup> Contract Type<sup>2</sup></u>	<u>Compensation Limit</u>	<u>Amount Expended To Date</u>	<u>Authorized Expenditures For Life Of Contract</u>
POWER SUPPLY - ENGINEERING	<b>KEMA INC.</b> Burlington, MA <b>4500209118</b>	10/19/11	Provide for a cyber security vulnerability assessment of the Authority's critical cyber assets, as required by NERC CIP standards and regulatory requirements	12/31/13	B/P	<b>\$61,160</b>	<b>\$61,160</b>	<b>\$226,600*</b>
							*Note: includes previously approved amount of \$61,160 + <b>CURRENT INCREASE OF \$165,000</b>	
POWER SUPPLY - TRANSMISSION + PROJECT MANAGEMENT	<b>QUANTA TECHNOLOGY, LLC</b> Raleigh, NC <b>4500194644</b>	09/29/10	Perform a condition assessment / study of the Authority's Transmission System assets (Clearance Remediation Project), in compliance with NERC regulatory requirements	09/30/12	B/P	<b>\$2,183,228</b>	<b>\$1,844,621</b>	<b>\$2,333,228*</b>
							*Note: includes originally approved amount of \$2,047,733 + an additional \$135,495 authorized per the EAPs + <b>CURRENT INCREASE OF \$150,000</b>	

◆ **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; C= Competitive Search  
 2 **Contract Type:** P= Personal Service; S= (Non-Personal) Service, C= Construction; E= Equipment; N= Non-Procurement



## 2012 Mission Statement and Strategic Plan

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VALUES	2
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BALANCED SCORECARD - 2011	4
BALANCED SCORECARD - 2012	5

# MISSION

*The mission statement is a clear definition of the charter and underlying purpose of the organization, articulating the aims, focus, and emphasis of the organization.*

*Our Mission is to ...*

**Provide clean, low-cost, and reliable energy consistent with our commitment to the environment and safety, while promoting economic development and job development, energy efficiency, renewables and innovation, for the benefit of our customers and all New Yorkers.**

# VISION

*The vision statement articulates the direction(s) that the organization will pursue. It implicitly recognizes the underlying Mission, but provides a clear statement of upcoming priorities and focus for the management team.*

**We will own assets and implement programs in accordance with our enabling statute where public involvement provides positive value to New York State, and we will help shape and support the State's energy policy in the public interest.**

# VALUES

*Values articulate the underlying principles and aims of our business philosophy that guide our conduct, practices, and decisions and that we will consistently strive to achieve throughout the organization.*

**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

*Strategic Goals are the specific areas in which we focus our resources and efforts over the horizon of the strategic plan. Strategic Goals are supported by Strategic Initiatives which are projects with defined objectives and a clear beginning and end. Each business unit organization must balance the incremental effort defined by these initiatives with management of the ongoing business of the enterprise.*

*The Strategic Goals are grouped within three categories of Mission, Stewardship and Accountability that, respectively, define: our purpose; our intention to maintain and grow the resources entrusted to us; and our commitment to responsible leadership.*

## **Mission Goals:**

**Economic Development:** Administer economic development power programs, including Governor's Recharge NY Power Program, to maximize creation and retention of New York State jobs

**Energy Services:** Enhance energy efficiency programs to reduce energy usage statewide. Assist in the achievement of the SAGE commission goal of aggregate annual budget savings of \$100+ million per year within 4 years through energy efficiency investments in all State facilities where valid economic payback exists

**Energy Infrastructure:** Develop transmission and generation projects to meet New York State's needs

## **Stewardship Goals:**

**Financial Management:** Ensure that NYPA has the financial resources to achieve its mission

**Maintain Infrastructure:** Identify and implement opportunities to increase the performance of New York State generation and transmission infrastructure

**Workforce Management:** Develop programs to address workforce issues of succession planning, retention, compensation and training

## **Accountability Goals:**

**Safety Leadership:** Pursue a "zero" accident rate and maintain an industry safety leadership position

**Environmental Responsibility:** Create minimal impact from operations and facilities

**Enterprise Risk:** Promote achievement of the mission by effective risk identification and management and risk-informed decision making

**Compliance:** Monitor and report applicable legal/regulatory compliance requirements and ensure that they are met

# BALANCED SCORECARD - 2011

The 2011 Balanced Scorecard displays the strategic goals, performance targets and results achieved for 2011.

Strategic Goals	Objectives	Performance Measures	2011 Target	2011 Results
<b>1. Power Supply Optimization</b>	<i>Identify and implement opportunities to increase the performance of New York State generation and transmission infrastructure</i>	Generation Market Readiness	99.4%	<b>99.9%</b>
		Transmission Reliability	97.71%	<b>96.71%</b>
		Installed MWs to Meet Demand	518 MWs	<b>518 MWs</b>
<b>2. Financial Strength</b>	<i>Control costs to ensure NYPA's ability to finance future initiatives</i>	O&M Budget (Millions)	\$312.3M	<b>\$317.7M</b>
<b>3. Enterprise Risk and Compliance</b>	<i>Improve risk management and compliance profile</i>	Enterprise Risk	100%	<b>95%</b>
	<i>Improve compliance profile</i>	Compliance Reporting	75%	<b>75%</b>
		Compliance Training	75%	<b>75%</b>
	<i>Create minimal impact from energy operations and facilities</i>	Environmental Incidents (#)	27	<b>34</b>
<b>4. Economic Development</b>	<i>Allocate use of NYPA economic development power programs to maximize creation and retention of New York State jobs</i>	Jobs Created/ Retained	2,000	<b>2,065</b>
<b>5. Energy Efficiency</b>	<i>Enhance energy efficiency programs to support the Governor's plan to achieve a 15% reduction in energy demand by 2015</i>	Energy Efficiency (MWHs)	75,000 MWHs	<b>78,681 MWHs</b>
<b>6. Renewables</b>	<i>Develop generation and transmission projects to support the Governor's plan to achieve a 30% renewable portfolio standard by 2015</i>	Renewable Energy (MWHs)	200,000 MWHs	<b>222,390 MWHs</b>
<b>7. Workforce Renewal</b>	<i>Develop programs to address changing/aging workforce trends</i>	Succession Planning Information Tool Rollout	80%	<b>60%</b>
<b>8. Safety Leadership</b>	<i>Continue to pursue a "zero" accident rate and maintain an industry safety leadership position</i>	Recordable Incidence Rate (OSHA Rate)	1.00	<b>1.56</b>
<b>9. Sustainability</b>	<i>Develop and implement programs to instill a culture of sustainability across the enterprise</i>	Sustainability Profile	15	<b>18</b>

# BALANCED SCORECARD - 2012

The 2012 Balanced Scorecard sets the performance goals and targets that we will strive for during 2012. The performance goals are represented by both quantified and milestone-based measures

Mission Goals			
Strategic Goal	Objective	Performance Measure	2012 Target
<b>Economic Development</b>	<i>Administer economic development power programs, including Governor's Recharge NY Power Program, to maximize creation and retention of New York State jobs</i>	Jobs Created and Retained per MW Allocated	<b>TBD*</b>
<b>Energy Services</b>	<i>Enhance energy efficiency programs to reduce energy usage statewide. Assist in the achievement of the SAGE commission goal of aggregate annual budget savings of \$100+ million per year within 4 years through energy efficiency investments in all State facilities where valid economic payback exists</i>	MMBTUs Saved	<b>400 MMBTUs</b>
		Energy Efficiency Investment In State Facilities	<b>\$80M</b>
<b>Energy Infrastructure</b>	<i>Develop transmission and generation projects to meet New York State's needs</i>	Energy Highway	<b>Milestones<sup>†</sup></b>

Stewardship Goals			
Strategic Goal	Objective	Performance Measure	2012 Target
<b>Financial Management</b>	<i>Ensure that NYPA has the financial resources to achieve its mission</i>	O&M Budget	<b>\$370.9M</b>
		Debt Coverage Ratio	<b>2.5</b>
<b>Maintain Infrastructure</b>	<i>Identify and implement opportunities to increase the performance of New York State generation and transmission infrastructure</i>	Generation Market Readiness	<b>99.4%</b>
		Transmission Reliability	<b>96.56%</b>
<b>Workforce Management</b>	<i>Develop programs to address workforce issues of succession planning, retention, compensation and training</i>	Succession Preparedness	<b>Milestones<sup>†</sup></b>
		Retention	<b>Milestones<sup>†</sup></b>
		Training	<b>Milestones<sup>†</sup></b>

Accountability Goals			
Strategic Goal	Objective	Performance Measure	2012 Target
<b>Safety Leadership</b>	<i>Continue to pursue a "zero" accident rate and maintain an industry safety leadership position</i>	Recordable Incidence Rate (OSHA Rate)	<b>1.00</b>
<b>Environmental Responsibility</b>	<i>Create minimal impact from operations and facilities</i>	Environmental Incidents	<b>29</b>
<b>Enterprise Risk</b>	<i>Promote achievement of the mission by effective risk identification and management and risk-informed decision making</i>	Enterprise Wide Risk Management Program	<b>Milestones<sup>†</sup></b>
<b>Compliance</b>	<i>Monitor and report applicable legal/regulatory compliance requirements and ensure that they are met</i>	Compliance Reporting	<b>Milestones<sup>†</sup></b>
		Compliance Training	<b>Milestones<sup>†</sup></b>

\* The annual target for the Jobs Created/Retained per MW Allocated will be determined as part of the ReChargeNY program roll out.

† These measures are evaluated on the timely completion of a defined set of significant achievements, referred to as milestones.

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## Authorities Budget Office Policy Guidance



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### Authority Mission Statement and Performance Measurements

#### **Name of Public Authority:**

*Power Authority of the State of New York (also known as the "New York Power Authority" and "NYPA")*

#### **Public Authority's Mission Statement:**

*Please see the attached document entitled "2012 Mission Statement and Strategic Plan" (the "Mission Statement")*

#### **Date Adopted:**

March 27, 2012

#### **List of Performance Goals (If additional space is needed, please attach):**

*Please see the attached Mission Statement.*

#### **Additional questions:**

1. Have the board members acknowledged that they have read and understood the mission of the public authority?

*The members of NYPA's Board of Trustees have acknowledged in a Resolution adopted March 27, 2012 that they have read and understand the Mission Statement.*

2. Who has the power to appoint the management of the public authority?

*NYPA is governed by a Board of Trustees consisting of seven members. The Trustees are appointed by the Governor by and with the advice and consent of the New York State Senate.*

*In accordance with NYPA's By-Laws, last approved by the Trustees at their July 26, 2011 meeting, the President and Chief Executive Officer, the Chief Operating Officer, the Executive Vice President and General Counsel, Executive Vice President and Chief Engineer – Power Supply, the Executive Vice President – Chief Administrative Office and Chief of Staff, the Executive Vice President – Chief Financial Officer, the Executive Vice President – Energy Marketing and Business Development and the Corporate Secretary are elected by the Trustees.*

*The Vice President – Internal Audits is appointed by and serves at the pleasure of the Audit Committee.*

*All other officers of the Authority are appointed by and serve at the pleasure of the President and Chief Executive Officer.*

3. If the Board appoints management, do you have a policy you follow when appointing the management of the public authority?

*The Board's Governance Committee reviews and approves the hiring of the following officers: President and Chief Executive Officer, Chief Operating Officer, Executive Vice President and General Counsel, Executive Vice President and Chief Financial Officer and Corporate Secretary.*

4. Briefly describe the role of the Board and the role of management in the implementation of the mission.

*Article II, Section 2 of the NYPA's By-Laws provide that the powers and duties of the Trustees shall be governed by the Power Authority Act and other applicable provisions of the Public Authorities Law. To implement these powers and duties, the Trustees shall, among other things, oversee the Authority's chief executive and other management in the effective and ethical management of the Authority; understand, review and monitor financial, management and operational decisions of the Authority and review and approve annually the policies and procedures governing: (i) the salary, (ii) compensation, (iii) benefits and (iv) time and attendance of the chief executive and management.*

*The powers and duties of NYPA's management are provided in Article IV, Section 6 of its By-Laws with the President and Chief Executive Officer responsible for developing and implementing the strategic vision and mission of the Authority and for the supervision of all of the Authority's operations. He or she shall have primary responsibility for the Authority's legal and financial matters and the activities of all other Authority business units, except those assigned to the Chief Operating Officer who shall report to the Chief Executive Officer on such matters.*

*The Chief Operating Officer shall manage and monitor the day-to-day operations of the Authority. The Executive Vice President and Chief Engineer – Power Supply shall be responsible for the safe, reliable and cost-effective operation and maintenance of all Authority generating and transmission facilities. The Executive Vice President and General Counsel, who shall report to both the Trustees and the President and Chief Executive Officer, shall be the chief legal officer of the Authority. The Executive Vice President and Chief Financial Officer, who shall report to the Chairman and Board of Trustees, shall give advice to the President and Chief Executive Officer regarding financial and investment policies of the Authority, supervise the Authority's investment program, recommend and implement financial policies of the Authority, and participate in the preparation of the financial reports of the Authority required by applicable law. The Corporate Secretary shall report to the Chairman and Board of Trustees and to the Executive Vice President and General Counsel and attend all meetings of the Trustees and record all votes and shall keep a record of the proceedings of the Trustees in a Minute Book to be kept for that purpose. The Corporate Secretary shall be custodian of the records of the actions of the Trustees and shall keep in safe custody the seal of the Authority and shall have the authority to affix such seal to all documents and papers authorized to be executed by the Trustees or officers of the Authority requiring such seal to be affixed.*

5. Has the Board acknowledged that they have read and understood the responses to each of these questions?

*The members of NYPA's Board of Trustees have acknowledged in a Resolution adopted March 27, 2012 that they have read and understand the responses to these questions.*



# New York Power Authority

Generating more than electricity

# President & Chief Executive Officer Report

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**Gil Quiniones**

**March 27, 2012**

Board of Trustees Annual Meeting

# Corporate Performance Measures

## NYPA OVERALL PERFORMANCE

FEBRUARY 2012

CORPORATE MEASURE	OWNER	YTD TARGET	YTD ACTUAL	STATUS		
				Dec	Jan	Feb
<b>MISSION GOALS</b>						
<b>Economic Development</b>						
Jobs per MW Allocated* (ratio)	JIM PASQUALE				New	
<small>*Target will be set with ReChargeNY program roll out</small>						
<b>Energy Services</b>						
MMBTU's Saved	PAUL BELNICK	0.7	0.7	New		
Energy Efficiency Investment In State Facilities (\$Millions)	PAUL BELNICK	13.3	19.0	New		
<b>Energy Infrastructure</b>						
Energy Highway (%Milestones)	JILL ANDERSON			New		Qtrly
<b>STEWARDSHIP GOALS</b>						
<b>Financial Management</b>						
O&M Budget Performance (\$ Millions)	BOB HOPKINS	52.5	50.5			
Debt Coverage Ratio (Ratio)	BRIAN McELROY	2.5				Qtrly
<b>Maintain Infrastructure</b>						
Generation Market Readiness (%)	ED WELZ	99.4	99.9			
Transmission System Reliability** (%)	STEVE DECARLO	97.89	98.77			
<small>** Reflects monthly performance</small>						
<b>Workforce Management</b>						
Succession Preparedness (%Milestones)	JOAN TURSI	100			New	Qtrly
Retention (%Milestones)	JOAN TURSI	100			New	Qtrly
Training (%Milestones)	AGNES HARRIS	100			New	Qtrly
<b>ACCOUNTABILITY GOALS</b>						
<b>Safety Leadership</b>						
Recordable Incidence Rate*** (Index)	JOHN KAHABKA	1.00	1.23			
<small>***Results based on 12 month rolling average</small>						
<b>Environmental Responsibility</b>						
Environmental Incidents (Units)	JOHN KAHABKA	5	3			
<b>Enterprise Risk</b>						
Enterprise Wide Risk Management Program (%Milestones)	SCOTT SCHOLTEN	100				Qtrly
<b>Compliance</b>						
Compliance Reporting (%Milestones)	JOE GRYZLO	100				Qtrly
Compliance Training (%Milestones)	JOE GRYZLO	100				Qtrly

## Key Issues

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### Governor-Led Initiatives

- Energy Highway
  - Task Force
  - Columbia University Summit
  - Action Plan
- NY Sun
- ReChargeNY
- Energy Efficiency Master Plan



### NYPA Initiatives

- Strategic Planning
- Organizational Structure

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**Edward Welz**  
Acting Chief Operating Officer

TO: NYPA BOARD OF TRUSTEES  
FROM: EDWARD WELZ, ACTING CHIEF OPERATING OFFICER  
DATE: MARCH 15, 2011  
SUBJECT: MONTHLY REPORT FOR THE BOARD OF TRUSTEES

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This report covers performance of the Operations group in February 2012.

## **Power Supply**

### *Plant Performance*

Systemwide net generation<sup>1</sup> was 2,409,841 megawatt-hours<sup>2</sup> (MWh) in February 2012, compared to projected net generation of 2,196,030 MWh. Year-to-date net generation is 4,899,533 MWh, compared to the target of 4,607,177 MWh.

The fleet availability factor<sup>3</sup> was 96.2 percent in February 2012, and 96.1 percent for the year. Generation market readiness factor<sup>4</sup> was 99.8 percent in February, compared with the monthly target of 99.4 percent. Year-to-date generation market readiness factor was at 99.9 percent.

There were no significant unplanned generation events<sup>5</sup> in February.

Generation net revenue in February was \$13.8 million with no loss of revenue for the month. Year-to-date Generation net revenue was \$32.8 million and lost opportunity cost was \$0.25 million.

Niagara River flows in February 2012 were well above the historical average. They are expected to be above average for the first part of the year, then fall below average into 2013. St. Lawrence River flows during February 2012 were slightly above forecast. River flows are expected to be above the average historical level for most of 2012.

### *Transmission Performance*

Transmission reliability<sup>[i]</sup> in February was 98.77 percent, which was above the target of 97.89 percent. Year-to-date transmission reliability is 98.85 percent, above the target of 97.93 percent.

There were no significant unplanned transmission events in February that affected the transmission reliability measure.

### *Environmental*

There was one reportable event for February 2012. For the year, there have been 3 reportable incidents. The annual target for 2012 is 29.

### *Relicensing – Niagara Power Project*

Construction activities have started on the Motor Island Habitat Improvement Project.

Construction is continuing on the Reservoir State Park recreation improvements including the Winter Pavilion.

Prepared consultation package for the Niagara Working Group of the Niagara Board of Control describing the upcoming Frog Island Habitat Improvement Project demonstrating limited effects of the project on water levels and ice conditions. This is being done prior to submitting a permit application package with the Corps of Engineers.

### *Relicensing – St. Lawrence-FDR Power Project*

Conducted an informational briefing on the results of a siting study and concept plan for the proposed replacement of St. Lawrence Nature Center to the Friends of the Nature Center who operate the facility on behalf of NYPA.

The 2011-2012 shoreline erosion stabilization program is continuing even though mild weather is hampering the progress.

### *Relicensing – Blenheim-Gilboa Project*

Conducted informational briefings on the BG relicensing process and schedule for the US Fish and Wildlife Service and the NYS Dept. of Environmental Conservation in order to obtain resource information for the Pre-Application Document being prepared by NYPA.

### *Transmission Initiative*

With the decision to move ahead with the HTP project, the economic benefits of the Transmission Initiative (“TI”) were substantially reduced and a decision was made to suspend work on the TI into NYC. Studies with National Grid on an HVDC line to a point north of NYC, using PA Consulting and EIG Consulting were completed. Began

work with NYPA System Planners on developing and evaluating reinforcements for the NYS transmission system to address reliability and economic needs, including the importation of additional Canadian hydropower, facilitation and development of renewable energy sources within NYS and replacement of aging transmission infrastructure.

### *Life Extension and Modernization Programs*

#### St. Lawrence LEM Upgrade

Work on Unit 19 at the St. Lawrence-FDR Power Project, the 15<sup>th</sup> of the 16 units, began on July 25, 2011, as part of the Project's Life Extension and Modernization<sup>[i]</sup> (LEM) program. The unit is expected to return to service on April 18, 2012. The outage for the last unit (Unit 20) is scheduled to begin on April 19, 2012 with an expected return to service on January 11, 2013. The 2013 scheduled completion date for the LEM project remains unchanged.

#### LPGP LEM

The first feeder outage, pothead replacement and first new GSU transformer (GSU #2) installation was completed on December 2, 2011 (3 units per GSU). The second Feeder 3 outage began March 5, 2012 and will extend until April 27, 2012. Contractor has mobilized at the LPGP site and is prepping the GSU for installation in Feeder #3. Welsbach Electric will be mobilizing at Niagara on or around March 12, 2012 to begin replacement of the Feeder 3 potheads at the Switchyard and at LPGP. Unit Performance Testing contract scheduled to begin in April 2012. The first pump/turbine unit outage is scheduled to begin December 2012 with the program completion scheduled for 2020.

### *Technical Compliance – NERC Reliability Standards*

In February, NYPA staff continued to manage compliance enforcement actions related to several of the NERC Reliability Standards that are applicable to NYPA's NERC registrations. The actions and statuses are briefly stated below:

- a. **PRC-005-1 R2 - Transmission and Generation Protection System Maintenance and Testing:** (NERC Violation ID: NPCC201100236) NYPA self-reported to NPCC a potential violation of the requirement R2 of PRC-005-1 on February 11, 2011. The associated mitigation plan was successfully completed by December 15, 2011 and is currently being reviewed by NPCC. NYPA will soon enter into settlement discussions with NPCC and a penalty is expected.
- b. **PRC-018-1 R6 - Disturbance Monitoring Equipment Installation and Data Reporting:** (NERC Violation ID: NPCC201100237) NYPA self-reported to NPCC a potential violation of requirement R2.1 and R2.2 of PRC-0018-1 on February 11, 2011. The associated mitigation

plan was successfully completed by December 15, 2011. The violation was processed via NERC's Find, Fix, and Track process and filed with FERC on February 29, 2012. There was no penalty assessed.

- c. **CIP-004-3 R2 - Cyber Security - Personnel and Training:** (NERC Violation ID: NPCC2012200446) NYPA self-reported to NPCC a potential violation of requirement R2 of CIP-004-3 on [February 16, 2012](#). NYPA staff is currently preparing the mitigation plan and expects to submit it to NPCC in early March 2012.

The NERC Board of Trustees approved a new Bulk Electric System (BES) definition and a related exception process in January 2012 and then filed them with FERC on January 25, 2012. FERC is expected to adopt the new definition and exception process in late 2012. Subsequently, there will be an 18- to 24-month implementation period at the end of which all NERC registered entities will be expected to demonstrate compliance for the additional generation and transmission assets captured under the new definition. The new definition will have substantive impacts on New York State's electric utilities, including NYPA, because it will require the application of the NERC Reliability Standards to a larger population of generation and transmission assets. In this regard, the Northeast Power Coordinating Council (NPCC) has established a BES Transition Plan that contains actions for assessing the impact of the new BES Definition. The first action is for NERC-registered and non-registered entities that own assets in the NPCC region to prepare a list of newly identified BES assets by March 26, 2012. NYPA has identified 25 additional assets that will be subject to NERC Reliability Standards and will be submitting this information to NPCC before the deadline.

More importantly for NYPA, the adoption of the new BES definition may require NYPA to register as a Transmission Operator (TOP) and/or a Transmission Planner (TP), which will lead to additional compliance responsibilities and accountabilities. Currently, the New York Independent System Operator (NYISO) is the TOP and TP for NYPA's bulk power system elements. Under the new definition, the NYISO is not expected to take these responsibilities for any of the newly identified transmission elements in New York State. The responsibilities are expected to be distributed among the NY Transmission Owners (NYTOs). In response to these projected impacts, the NYISO and the NYTOs established a team in February 2011 to discuss and develop an action plan to address the state-wide impacts of the implementation of the new BES definition. This group has been meeting regularly to clarify the impacts with respect to functional responsibility and compliance accountability for the TOP and TP Standards. The objective is to reach agreement on a registration model that will work for New York State and meet the requirements of NPCC and NERC. The team expects to accomplish its objective before the end of 2012.

In February, NYPA continued to implement its work plan for responding to a 2010 NERC Alert Recommendation that requires NYPA to review its current facility ratings methodology for their solely and jointly owned transmission lines to verify that the methodology used to determine facility ratings is based on actual field conditions (in particular line ground clearances). A status update was provided to NERC via NPCC in

January 2012. The update contained a list of NYPA's transmission lines and the preliminary findings of possible line clearance concerns. As required by NERC, NYPA met with the NYISO on February 7, 2012 to discuss progress and the preliminary findings NYPA had submitted to NPCC. NYPA staff stressed that number of clearance concerns is expected to decrease upon completion of the analysis of the remote sensing data and physical field verifications. The NYISO described the process that they are using with other New York Transmission Owners in mitigating line clearance discrepancies. NYPA will use a similar process to mitigate any line clearance discrepancies for its transmission lines. The NYISO agreed to review the priorities NYPA assigned to its transmission lines (based on NERC's criteria) and provide NYPA with recommended adjustments in the priorities. Results of the NYISO review identified that some lines NYPA rated as High priority could be moved to Medium priority which provides NYPA additional time to resolve any discrepancies for those lines. NYPA agreed to prepare a field verification schedule and review it with the NYISO. The field verification work is needed to confirm the results from the analysis of the remote sensing data before undertaking any required mitigation work. NYPA staff expects to meet again in May 2012 with the NYISO to review the field verification schedule. NYPA included funds in its 2012 budget to mitigate line clearance concerns for its High priority lines, if such actions are necessary. The next status update must be submitted to NERC via NPCC in July 2012.

NYPA staff continues to have discussion with NPCC regarding its request to de-register as a Load Serving Entity (LSE) for the ALCOA load in the Northern Region. As a result of recent discussions, NPCC agreed that resolution of NYPA's request should be postponed until the new BES definition is adopted by FERC; sometime in late 2012 or early 2013. Based on the new BES Definition, the 115kv lines providing service to ALCOA may not be considered BES assets, either as a definition exclusion or based on an exception request. If these 115kv lines are determined not to be BES assets, then NPCC does not believe that the ALCOA load requires the designation of an LSE entity and will deregister NYPA as an LSE. Given this position, NPCC stated that it will defer all LSE Audits or Spot Checks of NYPA for its LSE function until such time that this issue is resolved. In addition, NPCC agreed that it would suspend NYPA's requirement to self-certify compliance to the applicable LSE standards under NPCC's 2011-2012 Reporting Schedule.

#### *Research & Technology Development (R&TD)*

The Research to Apply Common Information Model for Transmission Planning, Phase 2 project was completed. This project addressed the issue of developing a framework for analyzing the quality of Common Information Model (CIM) Extensible Markup Language (XML) file. The Operations Planning group extensively uses Physical Operational Margin (POM) software. This work has been incorporated into POM and is available for use. This capability could significantly facilitate an easy translation of real-time system models, used by the NYPA Energy Management System, to planning simulation models used by Transmission and Operations Planning.

The Recommissioning and Testing of the Transient Network Analyzer (TNA) System for the Convertible Static Compensator (CSC) project was completed. The original TNA that was used to model and simulate in real-time the CSC during its design, development, construction, and testing was revived and set up at the North Carolina State University campus. The device is operable and can be used for benchmarking purposes to develop a digital, real-time digital simulator (RTDS) model of the CSC. In addition, a digital model of the CSC was developed and tested. Such a model can be used for further upgrades or modifications of the device. This work will allow NYPA to be able to use the TNA and the newly developed digital model for future work and benchmarking related to the CSC.

Staff worked with E-max, vendor for Sequence of Event Recorders (SER) at NYPA, to develop a new add-on for IEEE C37.118 communication software on existing SERs for transmitting breaker status signals. Implementation of this software will avoid expensive work in design, engineering, and labor for connecting all breaker status signals to Digital Fault Recorders (DFR) and Phasor Measurement Units at all NYPA substations.

Staff worked with Asset Management to correct a couple of minor problems on the Y49 cathodic protection system. R&TD intends to monitor the changes and discuss further actions with Asset Management. In addition, discussions were held regarding transfer of the maintenance of this system to Asset Management staff.

Working with EPRI and a group of New York State utilities, R&TD is conducting studies related to the impact of geomagnetically induced currents on New York State grid power equipment.

A presentation entitled “Geo-magnetic disturbances (GMD) and their Effects on the Electric Power Grid” was made at the meeting of the Erie-Niagara chapter of New York State Society of Professional Engineers. The presentation elaborated on GMD phenomena, analyzed potential problems that can occur due to geomagnetically induced currents (GIC), present available monitoring techniques, and prevention and mitigation measures. GMDs are caused by the interaction of solar winds with the earth's magnetic field and can potentially disrupt the operation of electric power systems by injecting GIC into the power grid.

## Energy Resource Management

### *NYISO Markets*

In February, Energy Resource Management (ERM) bid more than 2.5 million MWh of NYPA generation into the NYISO markets, netting \$39.8 million in power supplier payments to the Authority. Year-to-date net power supplier payments are \$96.2 million.

### *Fuel Planning & Operations*

In February, NYPA's Fuels Group transacted \$18.9 million in natural gas and oil purchases, compared with \$20.8 million in February 2011. Year-to-date natural gas and

oil purchases are \$46.0 million, compared with \$52.0 million at this point in 2011. The total \$6.0 million decrease is mainly due to the cost of fuel at the 500-MW Combined Cycle Plant (-\$12.6 million), Small Clean Power Plants (-\$3.2 million) and the Richard M. Flynn Power Plant (-\$6.1 million), which was offset by the start up of the Astoria Energy II Plant (+\$15.9 million) in July of 2011.

## GLOSSARY

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<sup>1</sup> **Net Generation** – The energy generated in a given time period by a power plant or group of plants, less the amount used at the plants themselves (station service) or for pumping in a pumped storage facility. Preliminary data in the COO report is provided by Accounting and subject to revision.

<sup>2</sup> **Megawatt-hour (MWh)** – The amount of electricity needed to light ten thousand 100-watt light bulbs for one hour. A megawatt is equal to 1,000 kilowatts and can power about 800 homes, based on national averages.

<sup>3</sup> **Availability Factor** – The Available Hours of a generating unit over the Period Hours (hours in a reporting period when the unit was in an active state). Available Hours are the sum of Service Hours (hours of generation), Reserve Shutdown Hours (hours a unit was not running but was available) and Pump Hours (hours a pumped storage unit was pumping water instead of generating power).

<sup>4</sup> **Generation Market Readiness Factor** – The availability of generating facilities for bidding into the New York Independent System Operator (NYISO) market. It factors in available hours and forced outage hours that drive the results.

<sup>5</sup> **Significant Unplanned Generation Events** – Forced or emergency outages of individual generator units of duration greater than 72 hours, or with a total repair cost of greater than \$75,000, or resulting in greater than \$50,000 of lost revenues.

[i] **Transmission Reliability** – A measurement of the impact of forced and scheduled outages on the statewide system's ability to transmit power.

[ii] **Life Extension and Modernization Program** — A major undertaking in which all the turbines at the St. Lawrence-Franklin D. Roosevelt project are being replaced and the generators and other components significantly refurbished. The program is intended to ensure that the project operates at maximum efficiency far into the future.



# New York Power Authority

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Generating more than electricity

# **Board of Trustees Meeting**

March 27, 2012

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**Acting Chief Operating Officer Report  
Edward Welz**

# COO Report Overview

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- Performance Measures
- Key Issues

# Performance Measures

## ■ Operations Performance Summary

- Systemwide Net Generation exceeded projections.
- No significant unplanned events in February.

NYPA OVERALL	February 2012		YTD	
	Actual	Target	Actual	Target
Market Readiness (%)	99.8	99.4	99.9	99.4
Transmission Reliability (%)	98.77	97.89	98.85	97.93
Environmental Incidents	1	2	3	5
Recordable Incidence Rate	2.45	1.00	1.23	1.00

# Key Issues

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- Organizational Review
- St. Lawrence-FDR LEM Unit 19
- Niagara Unit 2 Standardization
- Lewiston Pump Generator Plant Life Extension & Modernization Program



# New York Power Authority

Generating more than electricity

**New York Power Authority**

**Report of the Acting Chief Financial Officer  
For the Two Months Ended February 29, 2012**



**Report of the Acting Chief Financial Officer  
For the Month Ended February 29, 2012  
Executive Summary**

**Results of Operations**

Net income for the two months ended February 29, prior to the recognition of the voluntary contribution to New York State, was a positive \$53.8 million, which was \$3.4 million better than the budget. With the inclusion of the budgeted \$60 million voluntary contribution, the Authority had a net loss of \$6.2 million for the year-to-date compared to a budgeted net loss of \$9.6 million. Results through February were better than budgeted due primarily to higher non-operating income (\$1.9 million) and lower operations and maintenance expenses (\$2.0 million). Non-operating income included a mark-to-market gain on the Authority's investment portfolio and lower interest costs due to lower than budgeted market interest rates. Operations and maintenance expenses were lower than anticipated primarily due to early year timing differences in projects at Niagara, St. Lawrence and the transmission facilities. Net margins on sales were on budget through February, as the positive impact of higher net generation was offset by lower sales prices in the ISO market and other factors. On a facility basis, positive variances in the MSP market area (\$4.6 million, lower purchased power costs) and at the SCPP's (\$2.7 million, higher market-based sales) were offset by negative variances at Niagara (\$2 million, lower prices) and the transmission facilities (\$5.1 million, lower revenues). Lower revenues at the transmission facilities resulted from the postponement of the planned rate increase and lower FACTS revenue. Production through February was 16% higher than budget reflecting higher net generation at St. Lawrence (17%), Niagara (13%) and the fossil facilities (21%).

Results for the two months ended February 29, 2012 (\$6.2 million loss) were \$12.7 million worse than the same period in 2011. The current year reflected a higher voluntary contribution to New York State substantially offset by lower purchased power costs. Voluntary contributions were \$60 million through February 2012 compared to \$25 million through February 2011. Purchased power costs were lower in 2012 due to higher net generation and the need to purchase additional power at Niagara in 2011 due to an early transmission line outage.

**Cash & Liquidity**

The Authority ended the month of February with total operating funds of \$1,259 million as compared to \$1,205 million at the end of 2011. The increase (\$34 million) is primarily attributable to net cash from operations and the value sharing payment received from Entergy of \$72 million substantially offset by a \$60 million voluntary contribution to New York State.

### **Year-end Projection**

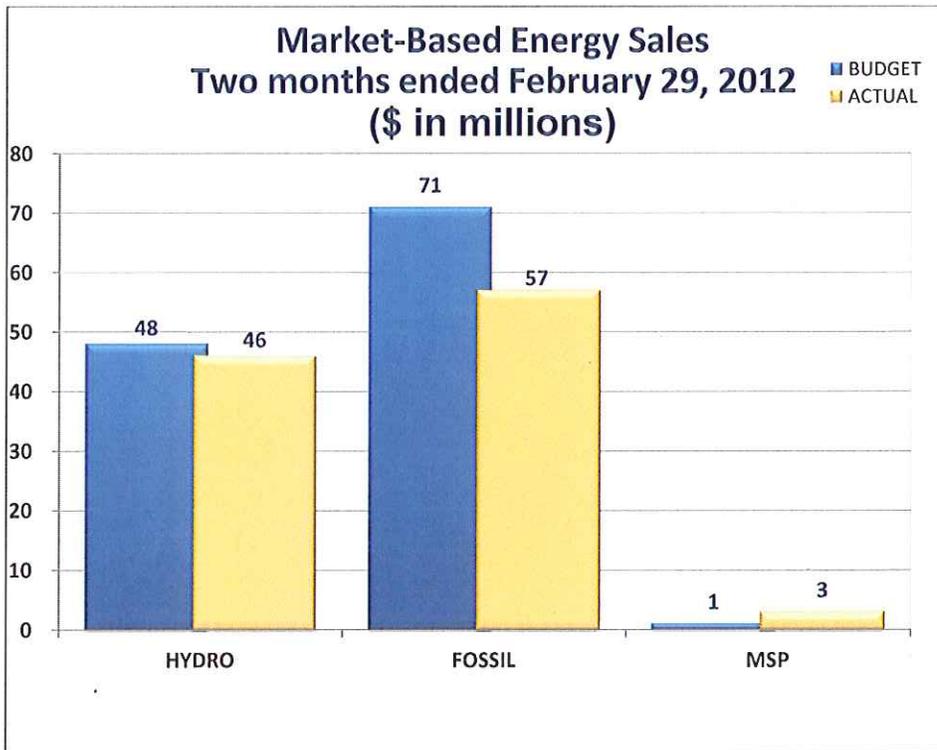
The year-end net income for 2012 is currently projected to be \$156 million, which is \$11 million below the official budget. The main factor causing the projected decrease is lower than projected energy prices, which are offset to some extent by higher than projected capacity prices.

As we transition from an extremely mild winter into spring, state-wide energy prices continue to be lower than expected, and are forecasted to be approximately 27% lower than the budget through the end of the year. Partially mitigating depressed market prices for energy are increases in capacity prices for the New York City and Rest of State marketplaces. These movements are attributed to a pending increase in the locational capacity requirements for these market areas due to plant closures, reducing the supply in the capacity market. Projected hydro generation for the remainder of the year has climbed slightly, while the combined production at the fossil plants is expected to remain on budget.

**Net Income**  
**Two Months ended February 29, 2012**  
**(\$ in millions)**

	Actual	Budget	Variance
Niagara	\$26.6	\$26.8	(\$0.2)
St. Lawrence	1.0	(1.6)	2.6
Blenheim-Gilboa	(3.9)	(2.6)	(1.3)
SENY	7.0	9.6	(2.6)
SCPP	(0.6)	(3.6)	3.0
Market Supply Power	(4.6)	(9.3)	4.7
Flynn	2.6	2.3	0.3
Transmission	4.6	8.8	(4.2)
Non-facility	(38.9)	(40.0)	1.1
<b>Total</b>	<b>(\$6.2)</b>	<b>(\$9.6)</b>	<b>\$3.4</b>

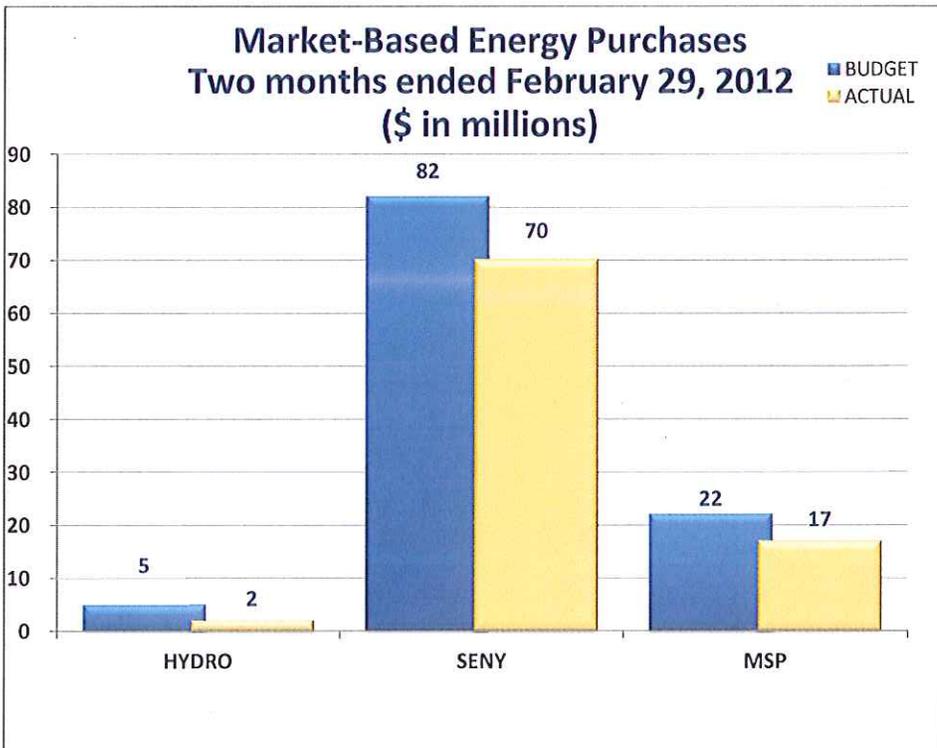
<u>Major Factors</u>	<u>Better (Worse)</u>
<u>St. Lawrence</u> Primarily higher net margin on sales (\$2.3) resulting from higher volumes (18% higher generation) partially offset by lower prices on market based sales.	2.6
<u>Market Supply Power</u> Lower purchased power costs due to lower prices.	4.7
<u>SCPP</u> Higher market-based sales due to higher generation.	3.0
<u>Transmission</u> Postponement of planned rate increase and lower FACTS revenue.	(4.2)
<u>Other facilities</u> Includes lower net margins on sales at Blenheim-Gilboa and Niagara due to lower prices.	(3.8)
<u>Non-facility (including investment income)</u> Primarily market-to-market gain on the Authority's investment portfolio (\$0.7) due to a decrease in market interest rates during the period.	1.1
<b>Total</b>	<b>\$3.4</b>



REVENUES		
SALES (MWH)		
	BUDGET	ACTUAL
Hydro*	1,002,365	1,488,266
Fossil	899,604	1,232,618
MSP	26,025	100,186
<b>TOTAL</b>	<b>1,927,994</b>	<b>2,821,070</b>
PRICES (\$/MWH)		
Hydro*	\$47.50	\$30.38
Fossil	\$77.30	\$43.07
MSP	\$41.19	\$33.98
<b>AVERAGE</b>	<b>\$61.32</b>	<b>\$36.05</b>

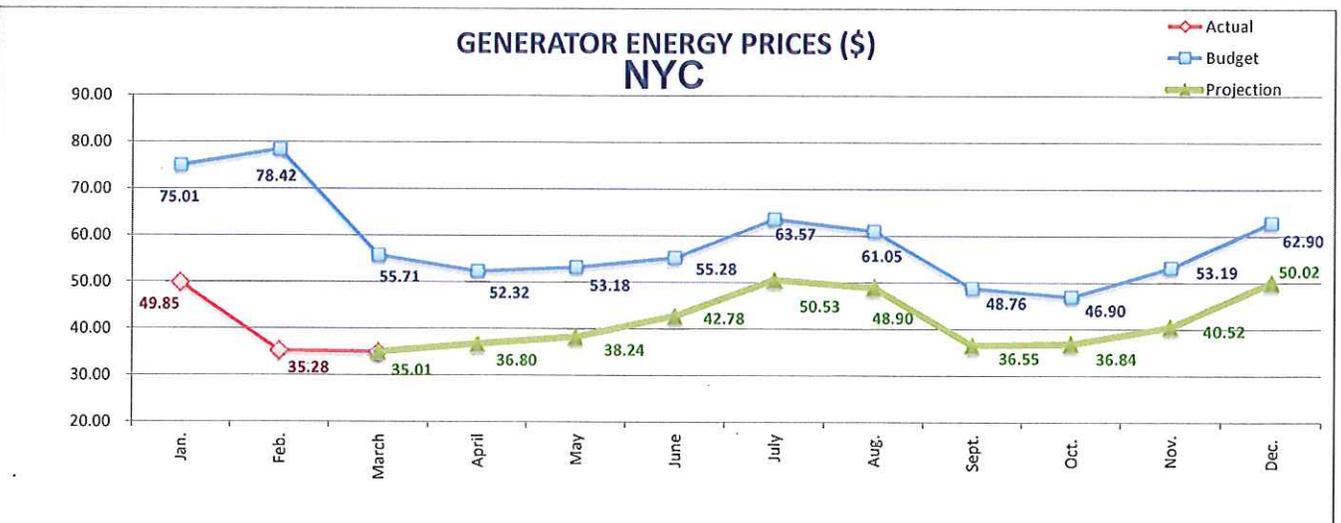
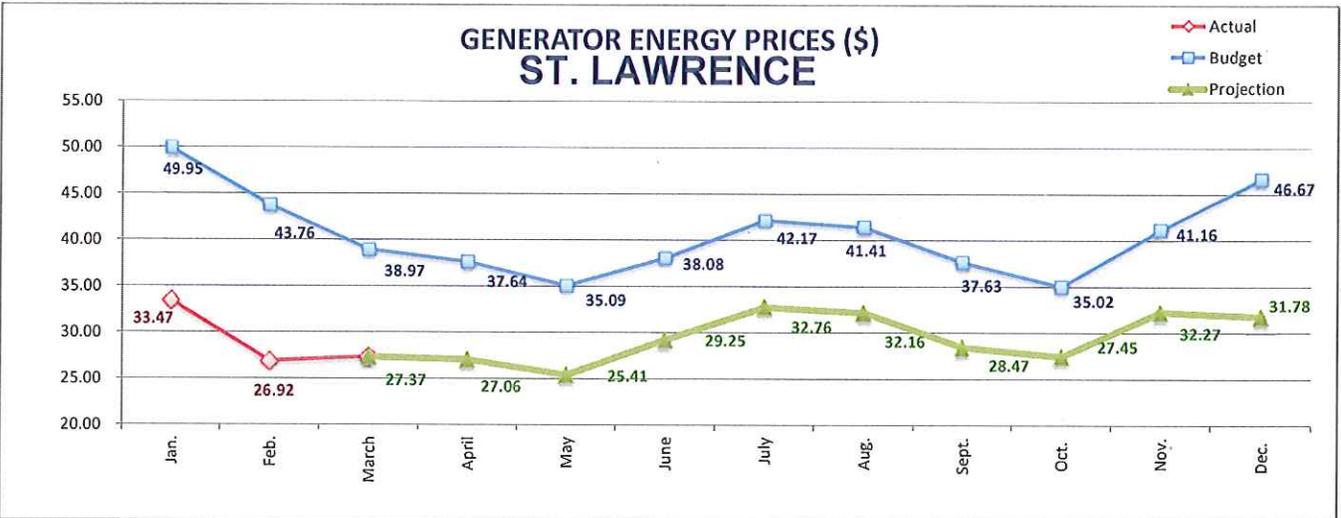
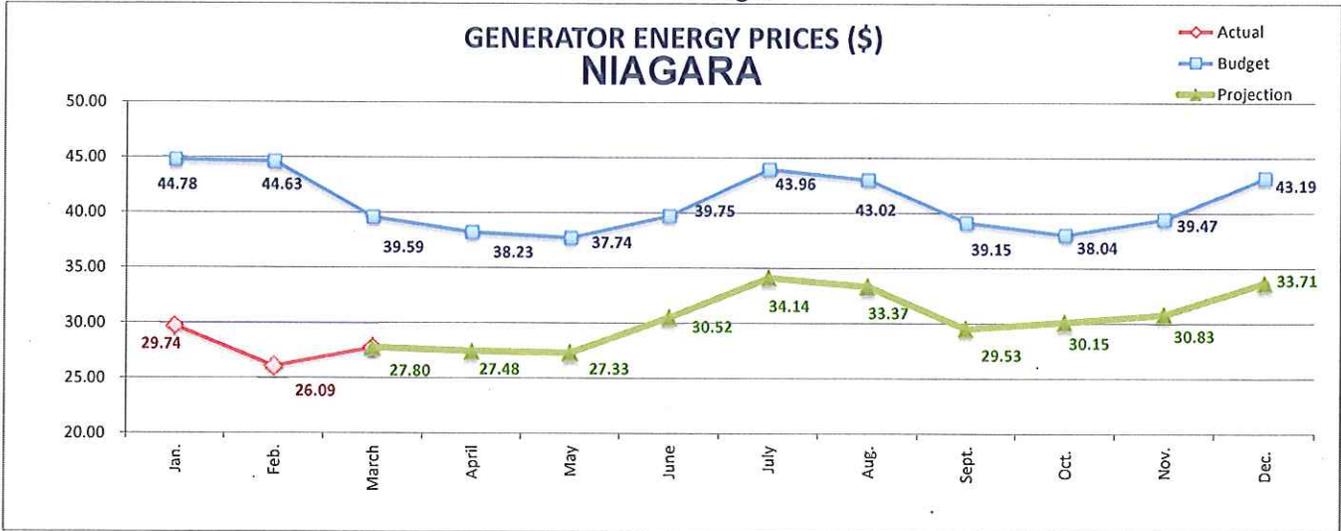
\* Includes Niagara, St. Lawrence, B-G, and Small Hydro.

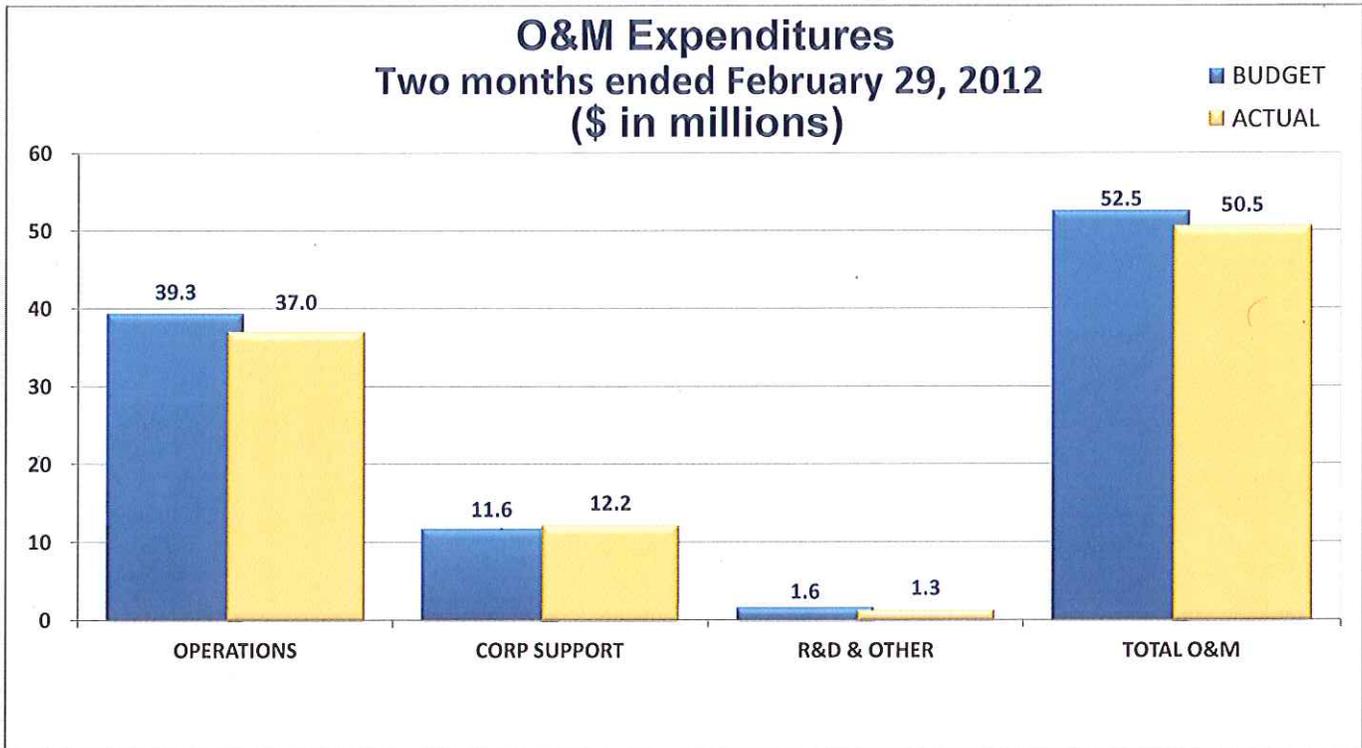
REVENUES		
SALES (MWH)		
	BUDGET	ACTUAL
Niagara	723,623	1,081,824
St. Law.	193,391	354,151
PRICES (\$/MWH)		
Niagara	\$43.82	\$29.62
St. Law.	\$43.90	\$30.20



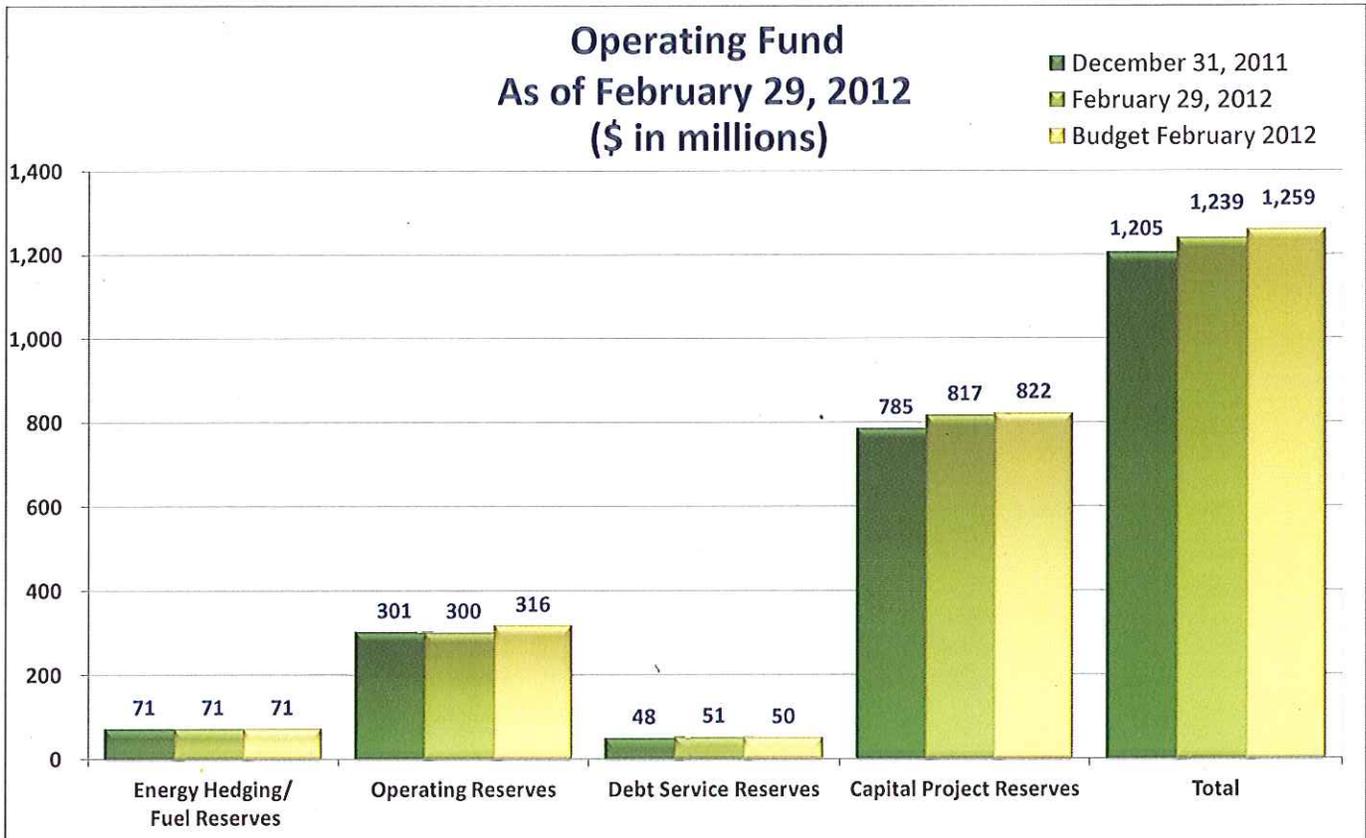
COSTS		
PURCHASES (MWH)		
	BUDGET	ACTUAL
Hydro	164,524	68,522
SENY	1,464,995	1,431,975
MSP	476,798	516,208
<b>TOTAL</b>	<b>2,106,317</b>	<b>2,016,705</b>
COSTS (\$/MWH)		
Hydro	\$29.24	\$26.20
SENY	\$56.36	\$49.51
MSP	\$45.99	\$32.39
<b>AVERAGE</b>	<b>\$51.90</b>	<b>\$44.33</b>

**RESULTS OF OPERATIONS**  
**Market Energy Prices**  
**Actual vs Budget**



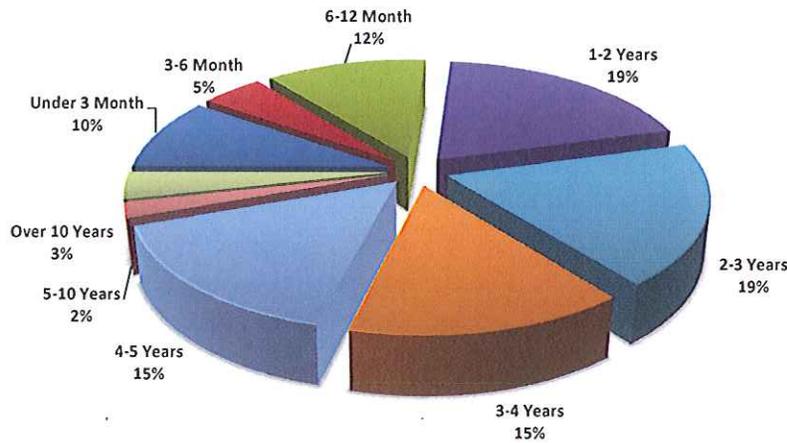


- For the two months ended February 29, 2012, O&M expenses were \$2.0 lower than the budget.
- Operations and maintenance expenses were lower than anticipated primarily due to early year timing differences in projects at Niagara, St. Lawrence and the transmission facilities.
- HQ Corporate Support was over budget by \$0.6 due to earlier than expected expenses for IT maintenance partially offset by lower than anticipated expenditures for outside legal consultants, Human Resources contract services and fuel cell maintenance.



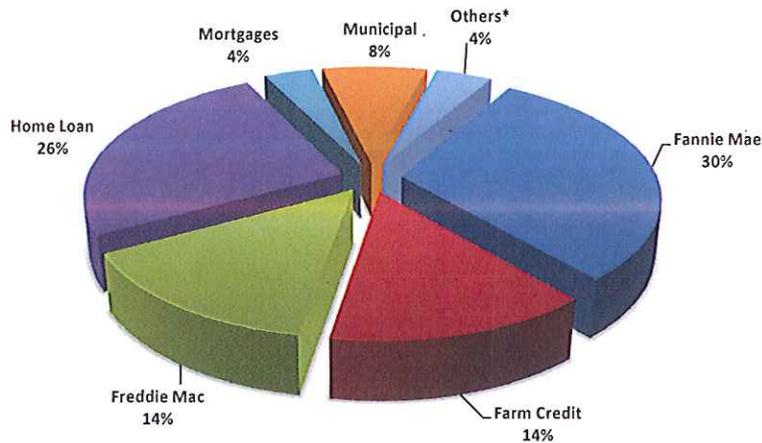
The increase of \$34 in the Operating Fund (from \$1,205 to \$1,239) was primarily attributable to positive net cash provided by operating activities and the Value Sharing payment of \$72 received from Entergy, substantially offset by \$60 in voluntary contributions to New York State.

**Maturity Distribution  
As of February 29, 2012**



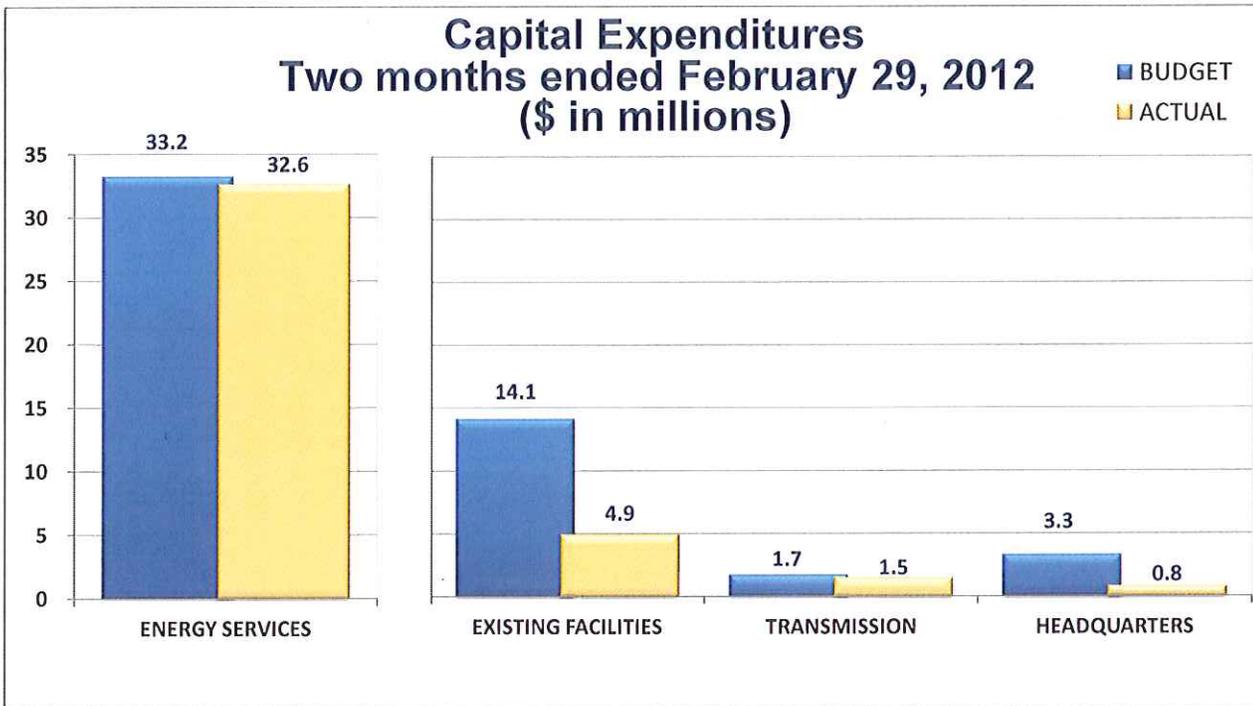
MATURITY DISTRIBUTION	
(\$ in millions)	
Under 3 Month	\$122.9
3-6 Month	58.8
6-12 Month	152.8
1-2 Years	249.0
2-3 Years	238.4
3-4 Years	186.9
4-5 Years	198.2
5-10 Years	26.1
Over 10 Years	45.4
<b>Total</b>	<b>\$1,278.5</b>

**Asset Allocation  
As of February 29, 2012**



ASSET ALLOCATION	
(\$ in millions)	
Fannie Mae	\$387.5
Farm Credit	177.4
Freddie Mac	181.8
Home Loan	327.3
Mortgages	46.9
Municipal	100.3
Others*	53.8
Treasury	3.5
<b>Total</b>	<b>\$1,278.5</b>

\*Includes CDs and Repos

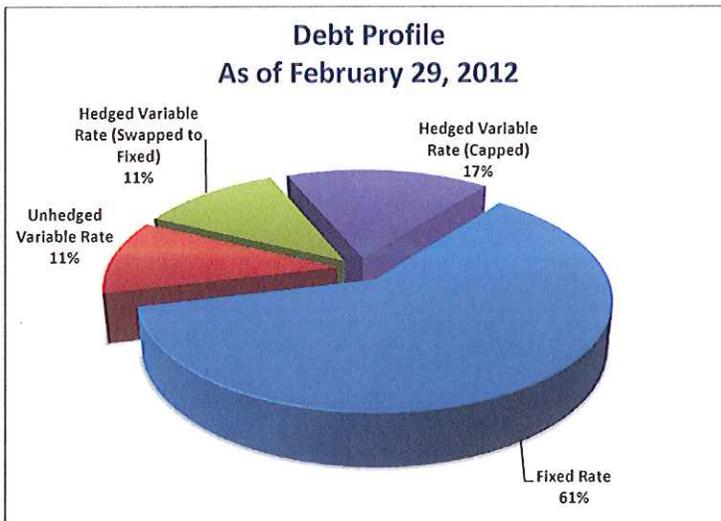


Existing Facilities were under budget by \$9.2 primarily due to delays related to the Niagara Unit 2 Standardization project, the LPGP, the St. Lawrence Microwave Communication project and Astoria Infrastructure Upgrade.

Headquarters expenditures were under budget by \$2.5 primarily due to early year timing differences related to IT Initiative Projects.

Under the Expenditure Authorization Procedure, the President authorized new expenditures on budgeted capital projects of \$7.9. The following expenditure was authorized in February:

SCCP Spare Transformer - \$0.8



DEBT PROFILE (\$ in millions)	
Fixed Rate	\$1,083.4
Unhedged Variable Rate	203.1
Hedged Variable Rate (Swapped to Fixed)	188.4
Hedged Variable Rate (Capped)	300.0
<b>Total</b>	<b>\$1,774.9</b>



**ENERGY DERIVATIVES**

**Results**

Year-to-date, energy derivative settlements have resulted in a net loss of \$24.66 million. Gains and losses on these positions are substantially passed through to customers as resulting hedge settlements are incorporated into and recovered through customer rates.

***Year-to-Date 2012 Energy Derivative Settlements & Fair Market Valuation of Outstanding Positions***  
*(\$ in Millions)*

	Settlements	Fair Market Value			
	YTD <sup>1</sup>	2012	2013	>=2014	Total
NYPA	\$ -	\$ (0.83)	\$ -	\$ -	\$ (0.83)
Customer Contracts	\$ (24.66)	\$ (130.73)	\$ (55.61)	\$ (69.40)	\$ (255.74)
<b>Total</b>	<b>\$ (24.66)</b>	<b>\$ (131.56)</b>	<b>\$ (55.61)</b>	<b>\$ (69.40)</b>	<b>\$ (256.58)</b>

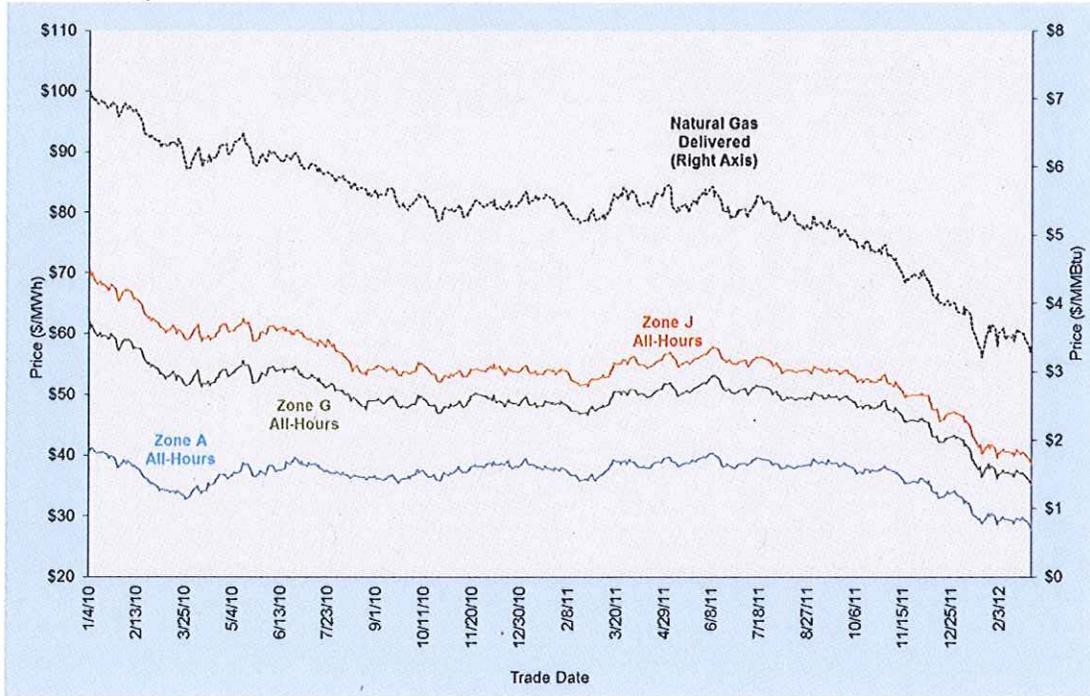
<sup>1</sup>Reflects February preliminary settlements.

At the end of February, the fair market value of outstanding positions was at an unrealized loss of \$256.58 million for positions extending through 2017.

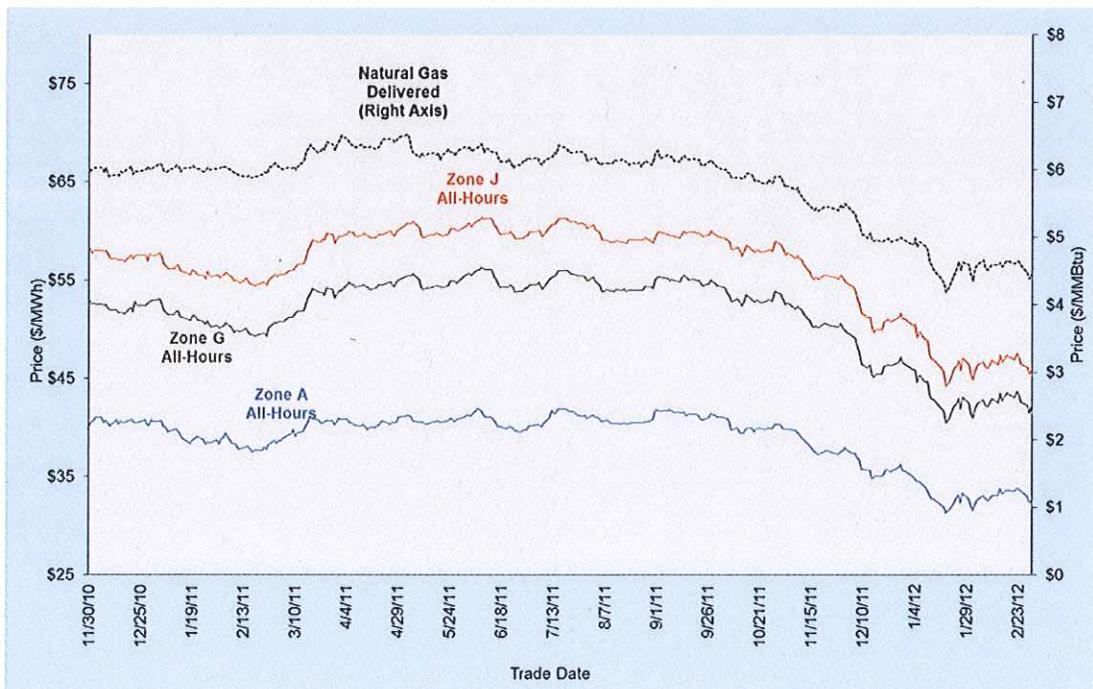
**Market Summary**

Exhibit 1 shows the average price of April to December 2012 futures contracts and how they have traded since the beginning of 2010, while Exhibit 2 illustrates the average price of futures contracts for entire year 2013 since 11/30/2010.

**Exhibit 1: April to December 2012 Forward Price**



**Exhibit 2: Average January to December 2013 Forward Price**



**STATEMENT OF NET INCOME**  
For the Month Ended February 29, 2012  
(\$ in millions)

Annual Budget		Actual	Budget	Variance Favorable/ (Unfavorable)
	<b>Operating Revenues</b>			
\$2,173.0	Customer	\$311.8	\$364.2	(\$52.4)
552.7	Market-based power sales	84.1	94.0	(9.9)
28.9	Ancillary services	4.3	5.6	(1.3)
118.3	NTAC and other	15.8	20.5	(4.7)
699.9	<b>Total</b>	<b>104.2</b>	<b>120.1</b>	<b>(15.9)</b>
<b>2,872.9</b>	<b>Total Operating Revenues</b>	<b>416.0</b>	<b>484.3</b>	<b>(68.3)</b>
	<b>Operating Expenses</b>			
752.9	Purchased power	98.8	122.7	23.9
329.5	Fuel consumed - oil & gas	46.0	80.9	34.9
76.5	Ancillary services	8.1	12.8	4.7
610.2	Wheeling	79.6	84.6	5.0
370.9	Operations and maintenance	50.5	52.5	2.0
222.2	Depreciation and amortization	37.6	37.0	(0.6)
194.3	Other expenses	36.4	37.0	0.6
(11.7)	Allocation to capital	(1.0)	(1.6)	(0.6)
2,544.8	<b>Total Operating Expenses</b>	<b>356.0</b>	<b>425.9</b>	<b>(69.9)</b>
<b>328.10</b>	<b>Net Operating Income</b>	<b>60.0</b>	<b>58.4</b>	<b>1.6</b>
	<b>Nonoperating Revenues</b>			
86.9	Post nuclear sale income	16.9	16.9	-
42.1	Investment income	6.9	7.6	(0.7)
(10.0)	Mark to market - investments	0.7	-	0.7
<b>119.0</b>	<b>Total Nonoperating Revenues</b>	<b>24.5</b>	<b>24.5</b>	<b>-</b>
	<b>Nonoperating Expenses</b>			
85.0	Contributions to New York State	60.0	60.0	-
195.1	Interest and other expenses	30.7	32.5	1.8
<b>280.1</b>	<b>Total Nonoperating Expenses</b>	<b>90.7</b>	<b>92.5</b>	<b>1.8</b>
<b>\$167.0</b>	<b>Net Income (Loss)</b>	<b>(\$6.2)</b>	<b>(\$9.6)</b>	<b>\$3.4</b>

**New York Power Authority  
Financial Reports**

**COMPARATIVE BALANCE SHEETS  
February 29, 2012  
(\$ in millions)**

Assets	February 29, 2012	February 29, 2011	December 31, 2011
<b>Current Assets</b>			
Cash	\$0.1	\$0.1	\$0.1
Investments in government securities	1,268.7	1,106.7	1,233.0
Interest receivable on investments	7.0	7.0	5.6
Accounts receivable - customers	223.5	273.1	188.0
Materials and supplies, at average cost:			
Plant and general	79.1	76.6	80.1
Fuel	22.6	15.1	23.0
Prepayments and other	265.6	186.8	263.5
<b>Total Current Assets</b>	<b>1,866.6</b>	<b>1,665.4</b>	<b>1,793.3</b>
<b>Noncurrent Assets</b>			
<b>Restricted Funds</b>			
Investment in decommissioning trust fund	1,131.4	1,057.0	1,089.8
Other	76.4	83.4	76.4
<b>Total Restricted Funds</b>	<b>1,207.8</b>	<b>1,140.4</b>	<b>1,166.2</b>
<b>Capital Funds</b>			
Investment in securities and cash	99.0	128.3	97.2
<b>Total Capital Funds</b>	<b>99.0</b>	<b>128.3</b>	<b>97.2</b>
<b>Net Utility Plant</b>			
Electric plant in service, less accumulated depreciation	3,399.0	3,330.5	3,414.5
Capital lease, less accumulated amortization	1,116.9	-	1,126.5
Construction work in progress	129.7	122.4	133.4
<b>Net Utility Plant</b>	<b>4,645.6</b>	<b>3,452.9</b>	<b>4,674.4</b>
<b>Other Noncurrent Assets</b>			
Receivable - NY State	318.0	318.0	318.0
Deferred charges, long-term receivables and other	636.6	618.3	614.4
Notes receivable - nuclear plant sale	88.0	102.2	143.0
<b>Total other noncurrent assets</b>	<b>1,042.6</b>	<b>1,038.5</b>	<b>1,075.4</b>
<b>Total Assets</b>	<b>\$8,861.6</b>	<b>\$7,425.5</b>	<b>\$8,806.5</b>
<b>Liabilities and Net Assets</b>			
<b>Current Liabilities</b>			
Accounts payable and accrued liabilities	\$920.0	\$947.5	\$905.9
Short-term debt	366.3	315.4	373.7
<b>Total Current Liabilities</b>	<b>1,286.3</b>	<b>1,262.9</b>	<b>1,279.6</b>
<b>Noncurrent Liabilities</b>			
<b>Long-term Debt</b>			
Revenue bonds	1,106.8	1,150.8	1,107.4
Adjustable rate tender notes	122.9	130.5	122.9
Commercial paper	202.3	287.6	204.2
<b>Total Long-term Debt</b>	<b>1,432.0</b>	<b>1,568.9</b>	<b>1,434.5</b>
<b>Other Noncurrent Liabilities</b>			
Nuclear plant decommissioning	1,131.4	1,057.1	1,089.8
Disposal of spent nuclear fuel	216.2	216.2	216.2
Capital lease obligation	1,240.8	-	1,241.3
Deferred revenues and other	265.6	312.9	249.6
<b>Total Other Noncurrent Liabilities</b>	<b>2,854.0</b>	<b>1,586.2</b>	<b>2,796.9</b>
<b>Net Assets</b>			
Accumulated Net Revenues - January 1	3,236.0	3,001.1	3,001.1
Contributed capital*	59.5	-	59.5
Net Income (Loss)	(6.2)	6.4	234.9
<b>Total Net Assets</b>	<b>3,289.3</b>	<b>3,007.5</b>	<b>3,295.5</b>
<b>Total Liabilities and Net Assets</b>	<b>\$8,861.6</b>	<b>\$7,425.5</b>	<b>\$8,806.5</b>

\* Windfarm related transmission assets transferred to NYPA from Noble and Marble River AES accounted for as a capital contribution.

**SUMMARY OF OPERATING FUND CASH FLOWS**  
For the Month Ended February 29, 2012  
(\$ in millions)

<b>Operating Fund</b>	
Opening	\$1,204.6
Closing	1,239.4
	<hr/>
Increase/(Decrease)	<b>34.8</b>
 <b>Cash Generated</b>	
Net Operating Income	60.0
Adjustments to Reconcile to Cash Provided from Operations	
Depreciation & Amortization	37.6
Net Change in Receivables, Payables & Inventory	(41.1)
Other	(1.0)
 <b>Net Cash Generated from Operations</b>	 <b>55.5</b>
 <b>(Uses)/Sources</b>	
Utility Plant Additions	(15.2)
Debt Service	
Commercial Paper 2	(16.4)
Commercial Paper 3 & Extendible Municipal Commercial Paper 1	(5.9)
Investment Income	4.3
Entergy Value Sharing Agreement	72.0
Voluntary Contributions to NY State	(60.0)
Other	0.5
	<hr/>
<b>Total (Uses)/Sources</b>	<b>(20.7)</b>
 <b>Net Increase in Operating Fund</b>	 <b>\$34.8</b>

# New York Power Authority Board of Trustees Meeting

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March 27, 2012

# Acting Chief Financial Officer Report Donald Russak

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**March 27, 2012**

Board of Trustees Meeting

# Executive Summary

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## ■ Net Income – Year-to-Date

- Net income through February, prior to the recognition of the voluntary contribution to New York State, was \$53.8 million, which was \$3.4 million higher than budget due largely to higher net generation (early spring run-off) offset by lower market-based energy prices.

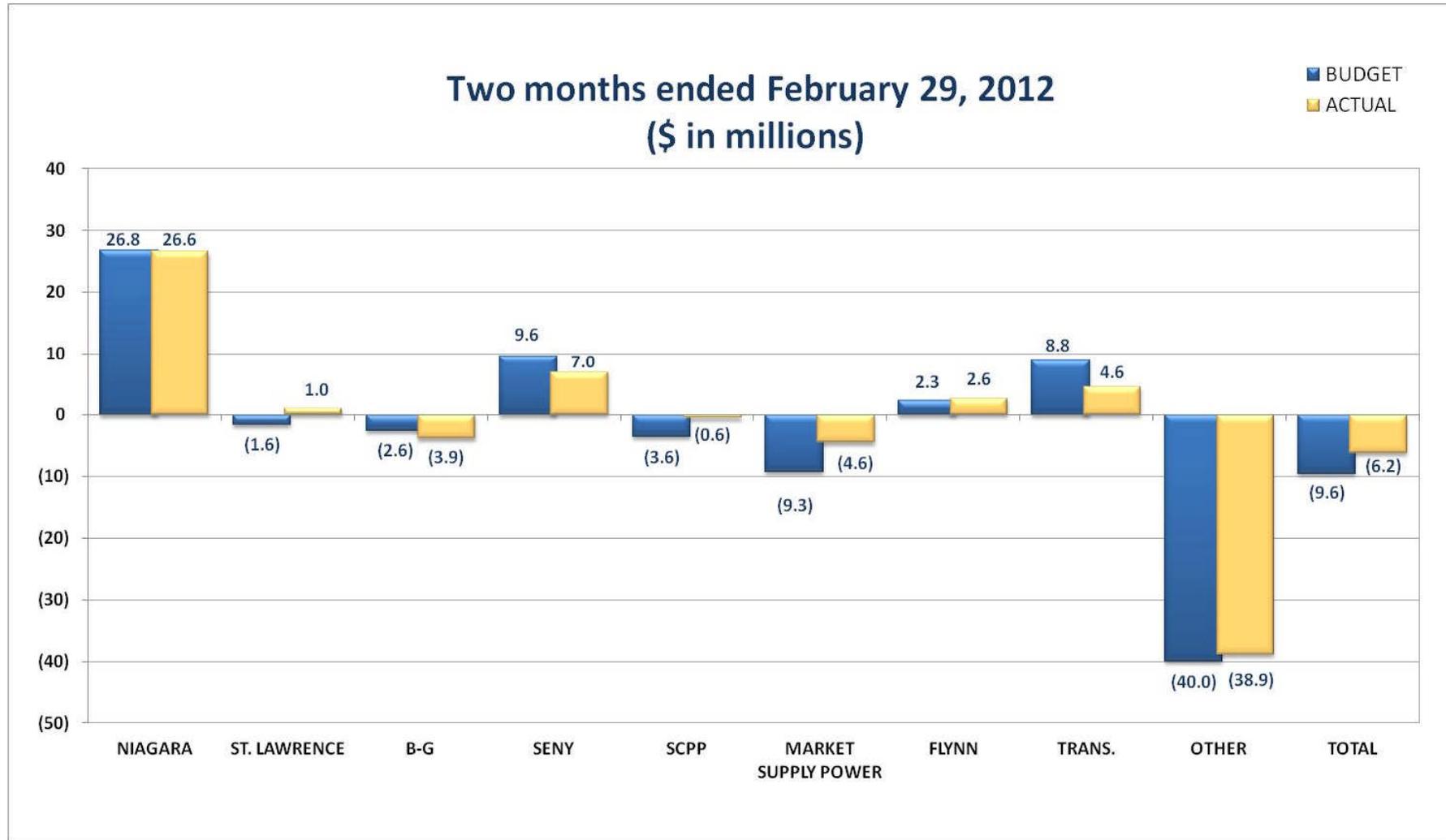
## ■ Developing Issues – Year-end Projection

- A mild winter and low natural gas prices continue to depress market prices for energy, which are presently forecasted to be approximately 27% lower than the budget through the end of the year. Off-setting this somewhat, market prices for capacity have firmed up with the anticipated closure of certain generating facilities across the state.
- Should these trends continue for the remainder of the year, year-end net income for 2012 would be expected to under-run by an estimated \$11 million coming in at about \$156 million for the year .

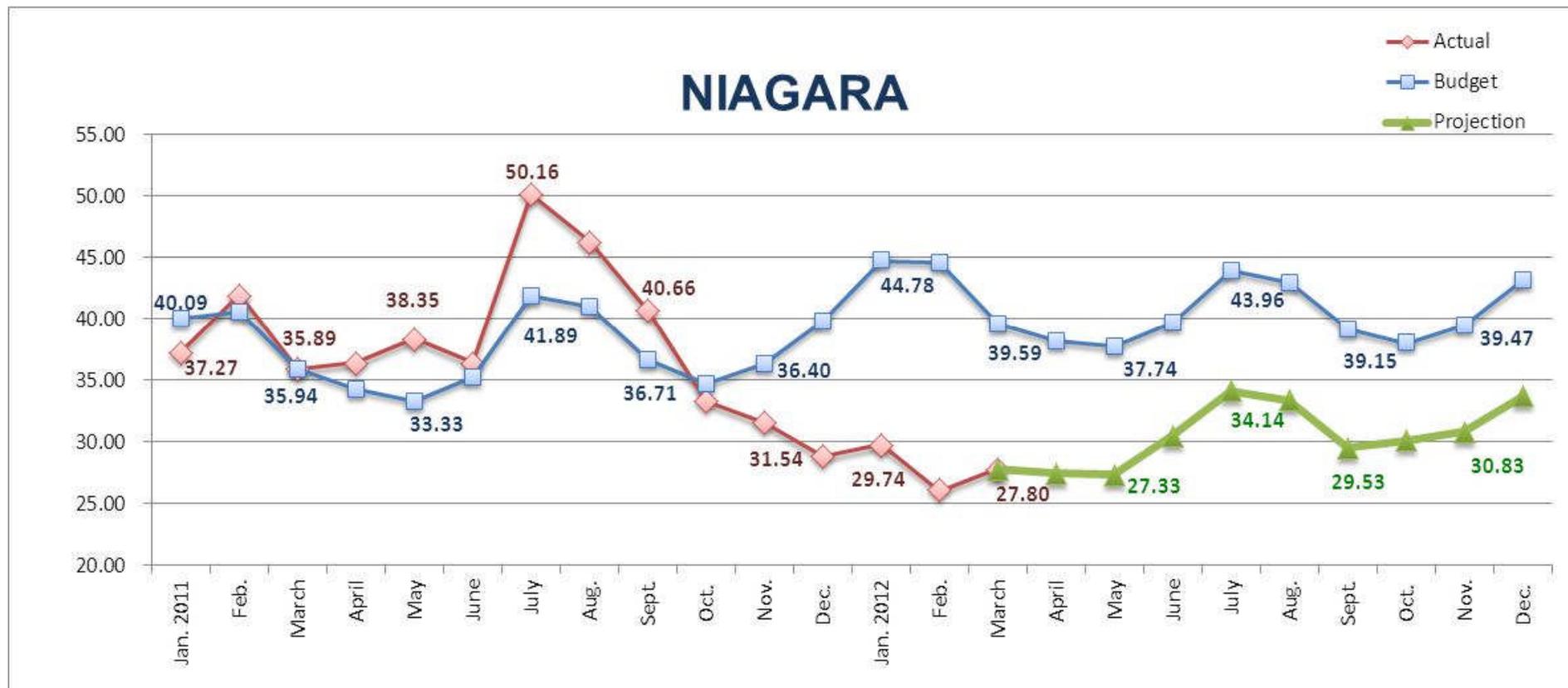
## ■ Year-end Reports

- Year-end financial statements for 2011, considered by the Audit Committee earlier today, and the Annual Report on Authority Investments for 2011 are complete and scheduled to be presented for approval by the Board today.

# Net Income



# Market Energy Prices



New York Power Authority  
Expansion Power  
Recommendation for Allocations

Exhibit "A"  
March 27, 2012

Exhibit Number	Company Name	Program	City	County	Power Requested (kW)	New Jobs	Estimated Capital Investment	New Jobs Avg. Wage & Benefits	Power Recommended (kW)	Contract Term
A-1	Aurubis Buffalo, Inc.	EP	Buffalo	Erie	1,560	30	\$3,200,000	\$101,000	<b>1,200</b>	7 Years
A-2	Aurubis Buffalo, Inc.	EP	Buffalo	Erie	800	44	\$1,500,000	\$101,000	<b>600</b>	7 Years
A-3	FMC Corporation	EP	Tonawanda	Erie	2,000	16	\$12,000,000	\$105,000	<b>1,500</b>	7 Years
A-4	Nulife Glass Inc.	EP	TBD*	TBD*	600	25	\$3,750,000	\$34,000	<b>500</b>	7 Years
<b>Total EP Recommended</b>					<b>4,960</b>	<b>115</b>	<b>\$20,450,000</b>		<b>3,800</b>	

\* Note: Nulife Glass is currently looking at sites in Chautaugua County and within the 30 mile Expansion Power allocation zone.

**APPLICATION SUMMARY**  
**Expansion Power**

<b>Company:</b>	Aurubis Buffalo, Inc.
<b>Location:</b>	Buffalo, Erie County
<b>IOU:</b>	National Grid
<b>Business Activity:</b>	Operates a copper and brass rolling mill
<b>Project Description:</b>	The investment for this project involves modifications and upgrade of equipment which is currently inactive. This includes two rolling mills, additional casting melting furnace capacity brought on-line and annealing lines. The company would like to transfer equipment from its facility in Sweden to Buffalo.
<b>Existing Allocation(s):</b>	Four Replacement Power allocations totaling 11,560 kW & 5,000 kW of PFJ (rebate)
<b>Power Request:</b>	1,560 kW
<b>Power Recommended:</b>	1,200 kW
<b>Job Commitment:</b>	
<b>Existing:</b>	644 jobs
<b>New:</b>	30 jobs
<b>New Jobs/Power Ratio:</b>	25 jobs/MW
<b>New Jobs - Avg. Wage and Benefits:</b>	\$101,000
<b>Capital Investment:</b>	\$3.2 million
<b>Capital Investment/MW:</b>	\$2.7 million/MW
<b>Other ED Incentives:</b>	Aurubis is working with local, regional and state economic development agencies to determine if incentives are available.
<b>Summary:</b>	Aurubis operates a copper and brass rolling mill that was founded at this site in Buffalo in 1906. A new allocation will help the company make its case to expand its facility and move business currently performed in its Sweden facility to Buffalo. This new product line will help the company compete in manufacturing copper and brass products used in the automotive heat exchanger market. The company is in direct competition with its Aurubis facility in the Netherlands for this project. A low-cost hydropower allocation will help Aurubis make its case to secure the project in western New York.

**APPLICATION SUMMARY**  
**Expansion Power**

**Company:** Aurubis Buffalo, Inc.  
**Location:** Buffalo, Erie County  
**IOU:** National Grid

**Business Activity:** Operates a copper and brass rolling mill

**Project Description:** The investment for this project involves modifications to the company's current production plant which involves a total rebuilding of 5 cupping presses and the upgrading of supporting equipment.

**Existing Allocation(s):** Four Replacement Power allocations totaling 11,560 kW & 5,000 kW of PFJ (rebate)

**Power Request:** 800 kW

**Power Recommended:** 600 kW

**Job Commitment:**  
**Existing:** 644 jobs  
**New:** 44 jobs

**New Jobs/Power Ratio:** 73 jobs/MW

**New Jobs - Avg. Wage and Benefits:** \$101,000

**Capital Investment:** \$1.5 million  
**Capital Investment/MW:** \$2.5 million/MW

**Other ED Incentives:** Aurubis is working with local, regional and state economic development agencies to determine if incentives are available.

**Summary:** Aurubis operates a copper and brass rolling mill that was founded at this site in Buffalo in 1906. A new allocation will help the company make its case to take on a new sales initiative. This is a government contract opportunity currently fulfilled by an out-of-state competitor. This project would increase its sales by more than 12%. This project would give the company a long-term contractual arrangement securing new business and new adding jobs.

**APPLICATION SUMMARY**  
**Expansion Power**

<b>Company:</b>	FMC Corporation
<b>Location:</b>	Tonawanda, Erie County
<b>IOU:</b>	National Grid
<b>Business Activity:</b>	Chemical Manufacturing
<b>Project Description:</b>	The proposed project is major expansion of FMC's persulfate manufacturing process. The electrolytic cell room would be expanded with 5 new electrolytic cells and associated equipment, such as a crystallizer and vacuum system, dryer, mother liquor tank and baghouse.
<b>Existing Allocation(s):</b>	3 Replacement Power allocations totaling 8,750 kW
<b>Power Request:</b>	2,000 kW
<b>Power Recommended:</b>	1,500 kW
<b>Job Commitment:</b>	
<b>Existing:</b>	172 jobs
<b>New:</b>	16 jobs
<b>New Jobs/Power Ratio:</b>	10.7 jobs/MW
<b>New Jobs - Avg. Wage and Benefits:</b>	\$105,000
<b>Capital Investment:</b>	\$12.0 million
<b>Capital Investment/MW:</b>	\$8.0 million/MW
<b>Other ED Incentives:</b>	FMC received a \$1 million Consolidated Funding Application award through Empire State Development for this project
<b>Summary:</b>	FMC is considering a major expansion to increase persulfate production volumes at their Tonawanda facility by 50%. Electricity is a significant cost of production as the process uses electrolytic cell technology. FMC's Tonawanda plant is competing for capital within its entire corporation. Alternatives being considered to this investment are a competitor sourcing arrangement or an expansion of a newly acquired persulfate manufacturing facility in Germany. An allocation of hydropower is critical to keeping production costs in line and enabling the company to implement this expansion in New York State.

**APPLICATION SUMMARY**  
**Expansion Power**

**Company:** Nulife Glass Inc.

**Location:** Location to be determined - primary site is in Chautauqua County or another site within the 30-mile hydro zone

**IOU:** National Grid or NYSEG

**Business Activity:** Recycler of glass from cathode ray tubes ("CRTs")

**Project Description:** The project includes purchasing and refurbishing a building, as well as installing a glass melting furnace, dust control system, mixing plant, control system, water cooling pumps, air cooling system, X-ray separator and magnets to remove steel from glass. The company will also install a roller crusher, screens, crusher belts and basic handling equipment.

**Existing Allocation(s):** None

**Power Request:** 600 kW  
**Power Recommended:** 500 kW

**Job Commitment:**  
**Existing:** 0 jobs  
**New:** 25 jobs

**New Jobs/Power Ratio:** 50 jobs/MW

**New Jobs - Avg. Wage and Benefits:** \$34,000

**Capital Investment:** \$3.75 million  
**Capital Investment/MW:** \$ 7.50 million/MW

**Other ED Incentives:** Nulife plans to work with Buffalo Niagara Enterprise and the local County Development group to determine if incentives are available.

**Summary:** Nulife Glass established a plant in the United Kingdom in 2001 and developed a method for recycling the glass from waste cathode ray tubes. The company is looking to expand its business and to install a similar CTR recycling plant in the United States. Cost of electricity is a significant component of production costs and hydropower is a critical factor in the decision to site the plant in New York. The company is also looking at sites in Washington State, Arizona and Canada.

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POWER AUTHORITY

OF THE

STATE OF NEW YORK

30 South Pearl Street  
10<sup>th</sup> Floor  
Albany, New York 12207-3425

**AGREEMENT FOR THE SALE OF  
RECHARGE NEW YORK POWER AND ENERGY**

[(CUSTOMER NAME)]

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

**30 South Pearl Street, 10<sup>th</sup> Floor  
Albany, New York 12207-3425**

**AGREEMENT FOR THE SALE OF  
RECHARGE NEW YORK POWER AND ENERGY**

The Power Authority of the State of New York (“Authority”), created pursuant to Chapter 772 of the New York Laws of 1931 and existing under Title 1 of Article 5 of the New York Public Authorities Law (“PAL”), with offices and principal place of business at 30 South Pearl Street, 10<sup>th</sup> Floor, Albany, New York 12207-3425 (“Authority”), hereby enters into this Agreement for the Sale of Recharge New York Power and Energy (“Agreement”) with \_\_\_\_\_, with offices located at \_\_\_\_\_ (“Customer”). The Authority and the Customer are from time to time referred to in this Agreement individually as a “Party” or collectively as the “Parties.”

**RECITALS**

WHEREAS, the Authority is authorized to make available to, contract with and sell to “eligible applicants” located in New York State “Recharge New York Power” (“RNY Power”) as provided for in PAL § 1005(13-a) and Economic Development Law (“EDL”) § 188-a;

WHEREAS, RNY Power is intended to play an important role in providing competitively priced power for sale to attract, retain and expand businesses and promote economic development in New York State;

WHEREAS, RNY Power consists of up to 910 megawatts (“MW”) of power and energy consisting of equal amounts of (i) hydropower generated by the Authority’s St. Lawrence Project and Niagara Project, and (ii) other power made available by the Authority from other sources;

WHEREAS, the Authority is authorized to make individual awards of RNY Power to eligible applicants based on, among other things, the criteria listed in the EDL § 188-a;

WHEREAS, the Authority’s Board of Trustees (“Trustees”) has made an award of RNY Power to the Customer (defined in Article 1 of this Agreement as the “Awarded Allocation”) consisting of equal amounts of “RNY Hydropower” and “RNY Market Power” as specified in Schedule A of this Agreement;

WHEREAS, pursuant to PAL § 1005(13-a)(c), the Customer has elected to purchase the RNY Hydropower and the RNY Market Power (if any) as specified in Schedule A of this Agreement (defined in Article 1 of this Agreement as the “Accepted Allocation”);

WHEREAS, the Trustees have authorized the Authority to, among other things, provide electric service to the Customer at the rates and on the terms and conditions provided for in this Agreement to enable the Customer to receive the Accepted Allocation; and

WHEREAS, the Authority supports the efficient use of energy, including the RNY Power sold pursuant to this Agreement.

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

**ARTICLE 1**  
**DEFINITIONS**

“Agreement” means this Agreement as further described in the preamble, including all documents, schedules and other materials attached to and/or incorporated into the Agreement.

“Accepted Allocation” means that portion of the Awarded Allocation the Customer has elected to accept and purchase from the Authority as specified in Schedule A of this Agreement.<sup>1</sup>

“Awarded Allocation” means the amount of RNY Power awarded to the Customer as specified in Schedule A of this Agreement which consists of equal amounts of RNY Hydropower and RNY Market Power.

“Billing Period” has the meaning set forth in Service Tariff No. RNY-1.

“Contract Demand” has the meaning set forth in Service Tariff No. RNY-1.

“Electric Service” is Firm Power and Firm Energy associated with the Accepted Allocation and sold to the Customer in accordance with the provisions of this Agreement, Service Tariff No. RNY-1 and the Rules.

“Energy Efficiency Audit” means a physical inspection of a building in a manner approved by the Authority that should include the following elements: (1) an assessment of a building’s energy use, cost and efficiency which produces an energy utilization index for the building (such as an Energy Use Intensity or Energy Performance Indicator); (2) a comparison of the building’s index to indices for similar buildings; (3) an analysis of low-cost/no-cost measures for improving energy efficiency; (4) a listing of potential capital improvements for improving energy consumption; and (5) an initial assessment of potential costs and savings from such measures and improvements.

“Facility” means the Customer’s place of business specified in Schedule A to this Agreement that will receive or is receiving the Accepted Allocation.

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<sup>1</sup> For purposes of illustration, if the Customer has elected to purchase the RNY Market Power component of its Awarded Allocation from the Authority, the Accepted Allocation will equal the Awarded Allocation and consist of equal parts of RNY Hydropower and RNY Market Power. If the Customer has elected not to purchase the RNY Market Power component from the Authority, the Accepted Allocation will be equal to half of the amount of the Awarded Allocation and consist solely of RNY Hydropower.

“FERC” means the Federal Energy Regulatory Commission (or any successor organization).

“FERC License” means the license issued by FERC to the Authority for the continued operation and maintenance of the Niagara Power Project, pursuant to Section 15 of the Federal Power Act, which license became effective September 1, 2007 after expiration of the Project’s original license issued in 1957, and/or the license issued by FERC to the Authority for the continued operation and maintenance of the St. Lawrence-FDR Power Project, pursuant to Section 15 of the Federal Power Act, which became effective November 1, 2003 after expiration of the Project’s original license issued in 1953.

“Firm Energy” has the meaning set forth in Service Tariff No. RNY-1.

“Firm Power” has the meaning set forth in Service Tariff No. RNY-1.

“Hydro Projects” is a collective reference to the Authority’s Niagara Power Project, FERC Project No. 2216, and St. Lawrence-FDR Power Project, FERC Project No. 2000.

“International Joint Commission” (or “IJC”) refers to the entity with responsibility to prevent and resolve disputes between the United States of America and Canada under the *1909 Boundary Waters Treaty* and pursues the common good of both countries as an independent and objective advisor to the two governments. The IJC rules upon applications for approval of projects affecting boundary or transboundary waters and may regulate the operation of these projects.

“Load Serving Entity” or “LSE” has the meaning established by the NYISO in NYISO Tariffs as may be modified from time to time.

“Niagara Project” means the Authority’s Niagara Power Project, FERC Project No. 2216.

“NYISO” means the New York Independent System Operator, Inc. or any successor organization.

“NYISO Charges” has the meaning set forth in the Service Tariff No. RNY-1.

“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.

“Other NYPA Power” means power and energy, other than RNY Power, that NYPA allocates and sells to the Customer pursuant to statute and/or contract.

“Person” means any natural person, corporation, company, sole proprietorship, governmental entity, or other entity.

“PSC” means the Public Service Commission of the State of New York.

“Recharge New York Power” (or “RNY Power”) refers to Firm Power and Firm Energy the Authority is authorized to allocate and sell as provided for in PAL § 1005(13-a) and EDL § 188-a.

“RNY Hydropower” means “recharge New York hydropower” as defined in PAL § 1005(13-a)(b).

“RNY Market Power” means “recharge New York market power” as defined in PAL § 1005(13-a)(b).

“Rules” refers to the Authority's Rules and Regulations set forth in Chapter X of Title 21 of the Official Compilation of Codes, Rules and Regulations of the State of New York, as may be modified from time to time by the Authority.

“Service Tariff No. RNY-1” means the Authority’s Service Tariff No. RNY-1 issued March 27, 2012, as modified from time to time by the Authority, and which contains, among other things, the schedule establishing rates and other commercial terms for sale of Electric Service to Customer under this Agreement. Service Tariff No. RNY-1 shall be applicable to Electric Service provided to the Customer under this Agreement beginning July 1, 2012 and thereafter until such time as another Authority tariff applies.

“Schedule A” refers to the Schedule A entitled “Recharge New York Power Allocations” which is attached to and made part of the Agreement.

“Schedule B” refers to the Schedule B entitled “Recharge New York Power Commitments” which, along with its attachments, is attached to and made part of the Agreement.

“Schedule C” refers to the Schedule C entitled “Takedown Schedule” which is attached to and made part of the Agreement.

“St. Lawrence Project” means the St. Lawrence-FDR Power Project, FERC Project No. 2000.

“Substitute Energy” means energy the Authority procures and sells to the Customer to replace RNY Hydropower that would otherwise have been sold to the Customer but for a curtailment made in accordance with Service Tariff No. RNY-1.

“Supplemental Power” means default or supplemental power and associated energy that is required by the Customer because its Accepted Allocation and Other NYPA Power do not satisfy its full electric load.

“Takedown” has the meaning set forth in the Service Tariff No. RNY-1.

“Takedown Schedule” means a schedule pursuant to which the Accepted Allocation will be made available to the Customer.

“Taxes” have the meaning set forth in Service Tariff No. RNY-1.

“Unforced Capacity” (or “UCAP”) means the electric capacity required to be provided by Load Serving Entities to serve electric load as defined by the NYISO Tariffs and NYISO rules, manuals and procedures.

“Utility Tariff” means the retail tariff(s) of the Customer’s local electric utility filed and approved by the PSC covering the delivery of RNY Power and the sale and delivery of Supplemental Power and RNY Market Power.

## **ARTICLE 2** **ELECTRIC SERVICE**

1. The Authority will provide Electric Service to enable the Customer to receive the Accepted Allocation in accordance with this Agreement, Service Tariff No. RNY-1 and the Rules. The Customer shall not be entitled to receive Electric Service for any RNY Power unless such RNY Power is identified as an Accepted Allocation on Schedule A.

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

3. The Contract Demand may not exceed the Accepted Allocation.

4. As part of its Electric Service to the Customer, the Authority will provide UCAP in amounts necessary to meet the Customer’s NYISO Unforced Capacity requirements associated with the Accepted Allocation in accordance with NYISO Tariffs. The Customer shall be responsible to pay the Authority for such UCAP in accordance with Service Tariff No. RNY-1.

5. The Customer’s Facility must be metered by the Customer’s local electric utility in a manner satisfactory to the Authority, or another metering arrangement satisfactory to the Authority must be provided (collectively, “Metering Arrangement”). A Metering Arrangement that is not satisfactory to the Authority shall be grounds for the Authority in its sole discretion to withhold or suspend Electric Service to the Customer. After commencement of Electric Service, the Customer shall notify the Authority in writing within thirty (30) days of any alteration to the Facility’s Metering Arrangement, and provide any information requested by the Authority (including Facility access) to enable the Authority to determine whether the Metering Arrangement remains satisfactory. If an altered Metering Arrangement is not conformed to the Authority’s requirements within thirty (30) days of a determination it is unsatisfactory, the Authority may suspend Electric Service on at least ten (10) days’ prior written notice to the Customer. The Authority may, in its sole discretion, waive any of the requirements provided for in this Section 2.5 in whole or in part where, in the Authority’s judgment, another mechanism

satisfactory to the Authority can be implemented to enable the Authority to receive pertinent, timely and accurate information relating to the Customer's energy consumption and demand and render bills to the Customer for all charges that become due in accordance with this Agreement, Service Tariff No. RNY-1, and the Rules.

6. If the Customer has elected to purchase RNY Market Power from the Authority, the Customer may request cancellation of such election. A request for cancellation must be made in writing in a form deemed satisfactory by the Authority and may only be made for the full amount of RNY Market Power purchased from the Authority. If the Authority in its sole discretion accepts the request, the Authority will effectuate such cancellation as soon as practicable, taking into consideration any commitments the Authority has made under contracts entered into with third parties for the purpose of supporting RNY Market Power supply and delivery to the Customer and other RNY Power program customers. The Authority shall have the right to reject a request for cancellation to the extent the Authority determines that such cancellation would unreasonably increase the costs chargeable to other RNY Power program customers or cause the Authority to incur unrecoverable costs. If the Customer's election is cancelled pursuant to this provision, the Authority shall have no further obligation to sell RNY Market Power to the Customer for the remaining term of the corresponding Accepted Allocation.

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

8. 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 such parties determine is necessary to provide for the allocation, sale and delivery of RNY Power to the Customer, the proper and efficient implementation of the RNY Power program, billing related to RNY Power, and/or the performance of such parties' obligations under any contracts or other arrangements between them relating to such matters. In addition, the Customer agrees to complete such forms and consents the Authority determines are necessary to effectuate such exchanges of information.

9. The Authority may modify or terminate Electric Service under this Agreement or modify the quantities of power and energy associated with any Accepted Allocation (i) if such modification or termination 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 (ii) as otherwise provided in this Agreement, Service Tariff No. RNY-1, or in the Rules. Unless such notice is not practicable, the Authority will provide thirty (30) days prior written notice to the Customer before any such modification.

10. The Accepted Allocation may be modified by the Authority if the amount of power and energy available for sale as RNY Power from the Hydro Projects is modified as required to comply with any ruling, order or decision of any regulatory or judicial body having jurisdiction ("Regulatory Order"). Any such modification will be made on a *pro rata* basis to all of the Authority's RNY Power customers, as applicable, based on the terms of such ruling, order

or decision. Unless such notice is not practicable, the Authority will provide thirty (30) days prior written notice to the Customer before any such modification.

11. The provision of Electric Service by the Authority shall be dependent upon the existence of a written agreement between the Authority and the Customer's local electric utility providing for the delivery of RNY Power on terms and conditions that are acceptable to the Authority.

12. 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") the Authority determines is necessary for the provision of Electric Service, the delivery of RNY Power, billing related to the RNY Power Program, the effective and proper administration of the RNY Power program, and/or the performance of contracts or other arrangements between the Authority and the Customer's local electric utility. The Customer's failure to provide such Information shall be grounds for the Authority in its sole discretion to withhold or suspend Electric Service to the Customer.

### **ARTICLE 3** **RATES FOR ELECTRIC SERVICE**

1. Unless otherwise specified in this Agreement or Service Tariff No. RNY-1, Electric Service shall be subject to the Billing Demand and Billing Energy rates and other charges as provided for in Service Tariff No. RNY-1.

2. No provision of this Agreement or Service Tariff No. RNY-1 shall be construed as a promise, representation or warranty of any nature whatsoever, express or implied, by the Authority that the provision of Electric Service will result in the Customer at any time (i) paying less for electricity than the amount it would have paid had the Customer not entered into this Agreement or procured electric service from another source, or (ii) receiving any other economic, reliability or other benefit except and to the extent expressly set forth in this Agreement or such tariff.

3. Notwithstanding any other provision of this Agreement, Service Tariff No. RNY-1, or the Rules, the demand and energy rates for Electric Service commencing on or after July 1, 2012 shall be subject to increase by the Authority at any time upon thirty (30) days prior written notice to the Customer if, after consideration by the Authority of its legal obligations, the marketability of the output or use of the Hydro Projects and the Authority's competitive position with respect to other suppliers, the 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 the Authority's bond and note resolutions and covenants with the holders of its financial obligations. The Authority shall use its best efforts to inform the Customer at the earliest practicable date of its intent to increase the power and energy charges pursuant to this Section 3.2. Any rate increase to the Customer under this Section 3.2 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 Section 3.2. With

respect to any such increase, the Authority shall forward to the Customer with the notice of increase, an explanation of all reasons for the increase, and shall also identify the sources from which the Authority will obtain the total of increased revenues and the bases upon which the Authority will allocate the increased revenue requirements among its customers. Any such increase in rates shall remain in effect only so long as the Authority determines such increase is necessary to provide revenues for the purposes stated in this Section 3.2.

#### **ARTICLE 4**

#### **BILLING; BILLING METHODOLOGY**

1. The amount of energy and demand that will be used by the Authority for Customer billing purposes shall be determined based on the methodology provided for in any agreements between the Authority and the Customer's local electric utility regarding the delivery of RNY Power. An alternative basis for billing may be used provided the Parties agree in writing and the Customer's local electric utility provides its consent if such consent is deemed necessary.

2. The Authority will render bills to the Customer for Electric Service relating to the Customer's Accepted Allocation on or before the fifteenth (15<sup>th</sup>) business day of the month for charges due for the previous Billing Period. Bills will reflect the amounts due and owing in accordance with this Agreement, Service Tariff No. RNY-1 and the Rules, and are subject to adjustment as provided for in this Agreement, Service Tariff No. RNY-1 and the Rules. As provided in Service Tariff No. RNY-1, bills will include, in addition to any other charges applicable pursuant to this Agreement, Service Tariff No. RNY-1 and the Rules, NYISO Charges and Taxes associated with the Accepted Allocation. NYISO Charges shall be subject to adjustment consistent with any subsequent NYISO re-billings to Authority.

3. Unless otherwise agreed to by the Authority and the Customer in writing, the Authority shall render bills to the Customer electronically.

4. Bills are due and payable by the Customer within twenty (20) days of the date on which the Authority renders the bill. Unless otherwise agreed to by the Authority in writing, bills are due and payable by electronic wire transfer in accordance with the Rules. Such wire transfer shall be made to J P Morgan Chase NY, NY / ABA021000021 / NYPA A/C # 008-030383, unless otherwise indicated in writing by the Authority.

5. The Authority and the Customer may agree in writing to an alternative method for the rendering of bills and for the payment of bills, including but not limited to the use of an Authority-established customer self-service web portal.

6. The Authority will charge and collect from the Customer all Taxes (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.

7. 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.

8. 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.

9. If at any time after commencement of Electric Service the Customer fails to make complete and timely payment of any two (2) bills for Electric Service, the Authority 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.

10. The rights and remedies provided to the Authority in this Article 4 are in addition to any and all other rights and remedies available to Authority at law or in equity.

## **ARTICLE 5**

### **TRANSMISSION AND DELIVERY**

1. 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 RNY Power. Delivery of Accepted Allocations shall be subject to the Utility Tariff.

2. The Customer shall be solely responsible for paying its local electric utility for delivery service associated with the Accepted 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.

3. The Customer shall be solely responsible for procuring and paying for the procurement, transmission and delivery of (i) all Supplemental Power required by the Customer, and (ii) all RNY Market Power the Customer has elected to purchase from a person other than the Authority. Should the Authority incur charges associated with the procurement, transmission, or delivery of such Supplemental Power or such RNY Market Power, the Customer shall reimburse the Authority for all such charges.

4. The Customer understands and acknowledges that delivery of the Accepted Allocation will be made over transmission facilities under the control of the NYISO. The Customer understands and agrees that it shall be responsible to the Authority for all costs incurred by the Authority with respect to the Accepted Allocation for services established in the NYISO Tariffs or any other applicable tariff as provided for in Service Tariff No. RNY-1.

5. The Authority will act as the Load Serving Entity for the Customer's Accepted Allocation (*i.e.*, RNY Hydropower, and RNY Market Power as long as it is purchased from the Authority), or the Authority may arrange for another entity to do so on its behalf. Except as provided for in Article 7 of this Agreement with regard to Substitute Energy, the Authority shall not act as the LSE or perform any LSE functions with respect to any (i) Supplemental Power required or consumed by Customer, or (ii) RNY Market Power purchased from a person other than the Authority.

## **ARTICLE 6**

### **SUPPLEMENTAL CUSTOMER COMMITMENTS**

1. The Customer acknowledges and agrees that its Accepted Allocation is partly in consideration of the Customer's agreement to meet the commitments provided for in Schedule B of this Agreement.

2. The Authority shall have the right to reduce the Accepted Allocation based on reductions to the Contract Demand made in accordance with Schedule B if the Customer fails to meet commitments associated with the Accepted Allocation.

3. Within a reasonable time after any reduction to the Accepted Allocation, the Authority will furnish the Customer with a revised Schedule A which reflects the reduced Accepted Allocation and, to the extent the Authority deems it appropriate, a revised Schedule B.

## **ARTICLE 7**

### **HYDROPOWER CURTAILMENTS AND SUBSTITUTE ENERGY**

1. 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 from the Hydro Projects, the Authority shall curtail the amount of firm power and energy to which the Customer is entitled as RNY Hydropower under this Agreement in accordance with Service Tariff No. RNY-1. The provision of RNY Market Power, if any, sold to the Customer by the Authority is not be subject to curtailment pursuant to this Article 7. The Authority shall provide Substitute Energy to the Customer and the Customer shall pay for such Substitute Energy in accordance with Service Tariff No. RNY-1.

2. The Authority may require the Customer to enter into a separate agreement relating to the provision and sale of Substitute Energy. The provisions of this Agreement will remain in effect notwithstanding the existence of any such separate agreement.

**ARTICLE 8**  
**CONFLICTS**

Service Tariff No. RNY-1 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. RNY-1 and the Rules, the provisions of Service Tariff No. RNY-1 will govern. In the event of any inconsistencies, conflicts or differences between the Service Tariff No. RNY-1 and any other provisions of this Agreement, the provisions of this Agreement will govern. The Authority will provide at least thirty (30) days prior written notice to the Customer of any proposed change in the Rules and Service Tariff No. RNY-1, but in no event will the Authority provide less notice than that required to be provided to similarly affected Authority customers within New York State.

**ARTICLE 9**  
**ADDITIONAL ALLOCATIONS**

1. Upon proper application by the Customer, the Authority may in its discretion award additional allocations of RNY Power to the Customer at such rates and on such terms and conditions as the Authority establishes. If the Customer agrees to purchase Electric Service associated with any such additional 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 A 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 A, within a reasonable time after commencement of Electric Service for any such additional allocation.

2. 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.

**ARTICLE 10**  
**NOTICES**

1. Notices, consents, authorizations, approvals, instructions, waivers or other communications provided in this Agreement shall be in writing and transmitted to the Parties as follows:

To Authority:

Manager, Business Power Allocations & Commitments  
New York Power Authority  
123 Main Street  
White Plains, New York 10601  
Telephone: (914) 681-6200  
Facsimile: (914) 390-8156

Electronic mail:

To Customer:

[NAME]

[TITLE]

[COMPANY]

[ADDRESS]

Telephone:

Facsimile:

Electronic mail:

2. Except where otherwise herein specifically provided, any notice, communication or request required or authorized by this Agreement by either Party to the other shall be deemed properly given: (a) if sent by U.S. First Class mail addressed to the Party at the address set forth above; (b) if sent by a nationally recognized overnight delivery service, two (2) calendar days after being deposited for delivery to the appropriate address set forth above; (c) if delivered by hand, with written confirmation of receipt; (d) if sent by facsimile to the appropriate fax number as set forth above, with written confirmation of receipt; (e) if sent by electronic mail to the appropriate address as set forth above, with written confirmation of receipt; or (f) if sent by electronic file or data transfer as set forth above, with written confirmation of receipt. Either Party may change the addressee and/or address for correspondence sent to it by giving written notice in accordance with the foregoing.

## **ARTICLE 11**

### **SUCCESSORS AND ASSIGNS; TRANSFERS; RESALE**

1. This Agreement shall be binding upon, shall inure to the benefit of, and may be performed by, the legal successors and assigns of either Party hereto, provided that no assignment by either Party or any successor or assignee of such Party of its rights and obligations hereunder shall be made or become effective without the prior written consent of the other Party in each case obtained.

2. The transfer of any portion of the Awarded Allocation or Accepted Allocation, or any benefits relating the Awarded Allocation or Accepted Allocation, by the Customer to any Person, to a different owner or operator of the Facility, or to a different facility, is prohibited unless (i) specifically approved by the Authority, and, (ii) all other legal requirements applicable to such a transfer are complied with. Any transfer that occurs without such approval and compliance shall be invalid and transfer may in the Authority's sole discretion subject the transferor to revocation or modification of the Awarded Allocation, Accepted Allocation and/or this Agreement.

3. The Customer may not resell any portion of the Awarded Allocation or Accepted Allocation to any Person. If such a sale occurs, the Authority may, in its sole discretion, terminate the Awarded Allocation, Accepted Allocation and/or this Agreement.

**ARTICLE 12**  
**EFFECTIVENESS; TERMINATION; EFFECT**

1. This Agreement shall become effective and legally binding on the Parties: (i) upon receipt of approval of this Agreement by the Authority's Board of Trustees; and (ii) upon execution of this Agreement by the Authority and the Customer.

2. Electric Service under this Agreement shall continue until the earliest of: (1) termination by the Customer with respect to all of the Accepted Allocation upon at least ninety (90) days prior written notice to the Authority; (2) termination by Authority in accordance with this Agreement, Service Tariff No. RNY-1 and/or the Rules; or (3) termination of the Accepted Allocation by its own terms as specified in Schedule A of this Agreement ("Allocation Expiration Date").

3. The Customer may exercise a partial termination of the Accepted Allocation upon at least ninety (90) days prior written notice to the Authority. Unless otherwise agreed to by the Parties in writing, the termination shall be effective commencing with the first Billing Period following the required notice. In the event of a partial termination, the Authority will furnish the Customer with a revised Schedule A which reflects the revised Accepted Allocation and a revised Schedule B to the extent the Authority deems it appropriate.

4. Unless otherwise provided in this Agreement or agreed to by the Authority in writing, a termination, reduction, or other modification in whole or in part of the Accepted Allocation shall apply equally to the RNY Hydropower component and RNY Market Power component (if any) of the Customer's Accepted Allocation.

5. Unless otherwise provided in this Agreement or agreed to by the Authority in writing, a termination, reduction, or other modification in whole or in part of an Accepted Allocation shall result in a corresponding termination, reduction, or modification of the Customer's Awarded Allocation, and shall apply equally to the RNY Hydropower and RNY Market Power components of the Customer's Awarded Allocation.

**ARTICLE 13**  
**MISCELLANEOUS**

1. Choice of Law

Any claim, suit, action or any other proceeding in law or equity arising under, or in any way relating to this Agreement shall be governed by and construed in accordance with the laws of the State of New York to the extent that such laws are not inconsistent with the FERC License and rulings by the IJC and without regard to conflicts of law provisions.

2. Venue

Each Party consents to the exclusive jurisdiction and venue of any state court within or for Albany County, New York, with subject matter jurisdiction for adjudication of any claim, suit, action or any other proceeding in law or equity arising under, or in any way relating to this Agreement.

3. Previous Agreements, Communications and Representations

This Agreement, including its schedules, appendices and attachments shall constitute the sole and complete agreement of the Parties hereto with respect to the sale of the Accepted Allocation and its other subject matter, and supersedes all previous communications between the Parties hereto, either oral or written, including price estimates, with reference to the sale of the Accepted Allocation. No modifications of this Agreement shall be binding upon the Parties hereto or either of them unless such modification is in writing and is signed by a duly authorized officer of each of them.

4. Waiver

Any waiver at any time by either the Authority or the Customer of their rights with respect to a default or of any other matter arising out of this Agreement shall not be deemed to be a waiver with respect to any other default or matter. No waiver by either Party of any rights with respect to any matter arising in connection with this Agreement shall be effective unless made in writing and signed by the Party making the waiver.

5. Severability and Voidability

If any term or provision of this Agreement shall be invalidated, declared unlawful or ineffective in whole or in part by an order of the FERC or a court of competent jurisdiction, such order shall not invalidate the remaining terms or provisions hereof. Notwithstanding the preceding sentence, if any provision of this Agreement is rendered void or unenforceable or otherwise modified by a court or agency of competent jurisdiction, the entire Agreement shall, at the option of either Party and only in such circumstances in which such Party's interests are materially and adversely impacted by any such action, be rendered void and unenforceable by such affected Party.

**ARTICLE 14**  
**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 or other acceptable file format that appropriately captures the signature, 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:

**CUSTOMER**

BY: \_\_\_\_\_

Name and Title (**Print**): \_\_\_\_\_

Date: \_\_\_\_\_

AGREED:

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

BY: \_\_\_\_\_

Name and Title (**Print**): \_\_\_\_\_

Date: \_\_\_\_\_

SCHEDULE A  
RECHARGE NEW YORK POWER ALLOCATIONS

APPLICANT: \_\_\_\_\_

Awarded Allocation	Accepted Allocation	Contract Demand	Term of Accepted Allocation	Trustee Approval Date	Facility
Total: __ (kW) RNY Hydropower (kW): ____ RNY Market Power (kW): ____	Total: __ (kW) RNY Hydropower (kW): ____ <b>RNY Market Power (kW): ____*</b>		___ years (from the date of commencement of Electric Service)		

\*The component of the Accepted Allocation consisting of RNY Market Power identified here is subject to an election made by the Customer as provided for below. The Customer must either (1) purchase ALL of the RNY Market Power listed under Accepted Allocation from the Authority, or (2) purchase NONE of such RNY Market Power from the Authority. If the Customer elects to purchase NONE of the RNY Market Power from the Authority, this value will be treated as zero (0) for purposes of the Agreement.

Check the appropriate box below to make the election and confirm the election by signing next to the election made. **You may only check one box.** The Authority will acknowledge your election upon its execution of the Agreement.

**Option 1**

Customer elects to purchase ALL of the RNY Market Power listed under Accepted Allocation from the Authority:

Customer Signature: \_\_\_\_\_.

**OR**

**Option 2**

Customer elects to purchase NONE of the RNY Market Power listed under Accepted Allocation from the Authority:

Customer Signature: \_\_\_\_\_.

Authority Acknowledgement: \_\_\_\_\_

## SCHEDULE B

### RECHARGE NEW YORK POWER COMMITMENTS

The provision of RNY Power to the Customer is in consideration of, among other things, the commitments made by the Customer as provided for in this Schedule B.

#### **ARTICLE 1** **CUSTOMER COMMITMENTS**

##### A. Employment

###### 1. Employment Levels

The Customer shall establish and/or maintain the employment level set forth in Appendix 1 to this Schedule B (the “Base Employment Level”). Unless otherwise provided for in Schedule B, such Base Employment Level shall be the total number of full-time positions held by: (1) individuals employed by the Customer at the Facility identified in Appendix 1 to this Schedule B; and (2) individuals who are contractors or are employed by contractors of the Customer and who are assigned to such Facility (collectively, “Base Level Employees”). The number of Base Level Employees shall not include individuals employed on a part-time basis (less than 35 hours per week); provided, however, that two individuals each working at least 20 hours but not more than 35 hours per week shall be counted as one Base Level Employee.

The Customer shall not establish or maintain the Base Employment Level by transfers of employees from previously held positions with the Customer or its affiliates located within New York State, except that the Base Employment Level may be filled by employees of the Customer laid off from other Customer facilities for bona fide economic or management reasons.

The Authority may consider a request to change the Base Employment Level based on a claim of increased productivity, increased efficiency, or adoption of new technologies or for other appropriate reasons as determined by the Authority. The Authority shall have the sole discretion to make any such change.

###### 2. Employment Records and Reports

A record shall be kept monthly by the Customer, and provided on an annual basis for the period July 1 through June 30 (the “Reporting Period”) to the Authority, of the total number of Base Level Employees who are employed at or assigned to the Customer’s Facility identified in Appendix 1 to this Schedule B, as reported to the United States Department of Labor (or as reported in such other record as agreed upon by the Authority and the Customer). Such report shall specify the number of individuals who are employed by the Customer, who are contractors, and who are employed by contractors of the Customer, and shall be certified to be correct by an officer of the Customer, plant manager or such other person authorized by the Customer to prepare and file such report and shall be provided to the Authority on or before the last day of August immediately following the preceding Reporting Period.

## SCHEDULE B

### B. Capital Investment

#### 1. Capital Investment Levels

The Customer shall make the scheduled capital investments described in Appendix 2 to this Schedule B.

#### 2. Capital Investment Records

Unless otherwise specified in Appendix 2 to this Schedule B, the Customer shall maintain records of its capital investments for each Facility receiving an Accepted Allocation. The Customer shall provide copies and an explanation of such records to the Authority on an annual basis for the Reporting Period on or before the last day of August immediately following the preceding Reporting Period.

### C. Power Utilization Records

The Customer shall keep monthly records of the maximum demand utilized each month for each Facility receiving an Accepted Allocation and provide copies and an explanation of such records to the Authority on an annual basis for the Reporting Period on or before the last day of August immediately following the preceding Reporting Period.

### D. Energy Efficiency Audits; Information Requests

The Customer shall undergo an Energy Efficiency Audit of the Facility receiving an Accepted Allocation at the Customer's expense at least once during the term of this Agreement but in any event not less than once every five years. The Customer shall provide the Authority with a copy of the results of the Energy Efficiency Audit or, at the Authority's option, a report describing the results of the Energy Efficiency Audit, as well as documentation requested by the Authority to verify the implementation of any efficiency measures implemented at the Facility.

The Customer shall cooperate to make its facilities 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.

### E. Compliance Verification

In addition to any reports or other information required by this Agreement, the Authority or its designee shall have the right to examine and audit on reasonable advance written notice to the Customer all non-confidential written and electronic records and data in order to determine the Customer's compliance with the Customer Commitments provided for under this Article 1.

## SCHEDULE B

### **ARTICLE 2** **REDUCTIONS IN CONTRACT DEMAND**

The Contract Demand shall be subject to reduction as provided for in this Schedule B for the Customer's failure to meet commitments.

A. Employment Levels

If the annual monthly average number of employees is less than 90% of the Base Employment Level set forth in this Schedule B for the subject Reporting Period, the Authority may reduce the Contract Demand in accordance with Section 2.D of this Schedule B. The maximum amount of reduction will be determined by multiplying the Contract Demand by the quantity one minus the quotient of the average monthly employment during the subject Reporting Period divided by the Base Employment Level. The Authority will round any such reduction to the nearest ten (10) kW. In the event of a reduction of the Contract Demand to zero, the Agreement shall automatically terminate.

B. Capital Investment Levels

The Authority may reduce the Contract Demand as provided in Appendix 2 to this Schedule B.

C. Power Utilization Levels

If the average of the Customer's six (6) highest Billing Demands (as such term is defined in Service Tariff No. RNY-1) is less than 90% of the Customer's Contract Demand in a Reporting Period, the Authority may reduce the Contract Demand in accordance with Section 2.D of this Schedule B. 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 Reporting Period divided by the Contract Demand. Any such reduction shall be rounded to the nearest ten (10) kW. In the event of a reduction of the Contract Demand to zero, this Agreement shall automatically terminate.

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 B, the Authority will provide the Customer with at least thirty (30) days prior written notice of such reduction, specifying the amount of the reduction of Contract Demand and the reason for the reduction, 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 employment levels or electrical demand, as well as the business cycle.

SCHEDULE B

SCHEDULE B – APPENDIX 1

BASE EMPLOYMENT LEVEL

In accordance with Article 1 of Schedule B, the Customer agrees to a Base Employment Level at the Customer's Facility indicated below on or before the date(s) specified:

<b>Base Employment Level</b>	<b>Facility</b>	<b>Date(s)</b>	<b>Miscellaneous/Notes</b>

SCHEDULE B

SCHEDULE B – APPENDIX 2

CAPITAL INVESTMENT COMMITMENTS

In accordance with Article 1 of this Schedule B, the Customer agrees to make the following capital investments in the Facility (“Capital Investment Commitment”) by the end of the Capital Investment Period indicated:

Capital Investment Commitment: \$ \_\_\_\_\_

Capital Investment Period: \_\_\_\_\_

If the amount of the Customer’s actual capital investment in the Facility as of the end of the Customer’s Capital Investment Period is less than 90% of its Capital Investment Commitment, the Contract Demand may be reduced by the Authority subject to Section 2.D of this Schedule B. The maximum amount by which the Authority may reduce the Contract Demand shall be determined by multiplying the Contract Demand by the quotient of the actual capital investment made in the Facility divided by the Capital Investment Commitment. Any such reduction shall be rounded to the nearest ten (10) kW. In the event of a reduction of the Contract Demand to zero, this Agreement shall automatically terminate.

SCHEDULE C

TAKEDOWN SCHEDULE

**EXHIBIT “B”**



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

**30 SOUTH PEARL STREET**

**ALBANY, NY 12207**

**Schedule of Rates for Sale of Recharge New York Power**

**(Direct Sale)**

**Service Tariff No. RNY-1**

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## Schedule of Rates for Sale of Recharge New York Power

### I. Applicability

To direct sales of Recharge New York Power to a Customer for firm Electric Service.

### II. Frequently Used Abbreviations and Terms

- ECA Energy Cost Adjustment
- EDL New York Economic Development Law
- kW kilowatt(s)
- kWh kilowatt-hour(s)
- NYISO New York Independent System Operator, Inc. or any successor organization
- OATT NYISO Open Access Transmission Tariff
- PRAP Periodic Rate Adjustment Process
- PAL New York Public Authorities Law
- RNY Recharge New York
- ROS Rest of State
- RY Rate Year
- UCAP Unforced Capacity

**Accepted Allocation:** That portion of the Awarded Allocation the Customer has elected to accept and purchase from the Authority.

**Agreement:** An executed agreement between the Authority and a Customer setting forth the terms and conditions applicable to the allocation and sale of RNY Power to the Customer, including an agreement entitled “Agreement for the Sale of Recharge New York Power and Energy.”

**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” and “NYPA.”

**Awarded Allocation:** The amount of RNY Power awarded to the Customer by the Authority, which consists of equal amounts of RNY Hydropower and RNY Market Power.

**Billing Demand:** This term has the meaning provided for in Section IV.D of this Service Tariff.

**Billing Energy:** This term has the meaning provided for in Section IV.D of this Service Tariff.

**Billing Period:** Any period of approximately thirty (30) days, generally ending with the last day of each calendar month but subject to the billing cycle requirements of the local electric utility in whose service territory the Customer’s Facility receiving the Accepted Allocation is located.

**Contract Demand:** The amount of RNY Power, not to exceed the Customer’s Accepted Allocation, allocated to the Customer which the Customer agrees to take and pay for in accordance with the Agreement. The Contract Demand shall equal the Accepted Allocation.

**Customer:** A RNY Blended Customer or RNY Hydropower Customer.

**Electric Service:** The power and energy provided to the Customer in accordance with the Agreement, this Service Tariff and the Rules.

**Eligible Applicant:** This term has the meaning provided for in EDL § 188-a.

**Facility:** The Customer's place of business specified in the Agreement that will receive or is receiving the Accepted Allocation.

**Firm Energy:** Firm Hydro Energy and Firm Market Energy (kWh) associated with Firm Power.

**Firm Hydro Energy:** Firm energy (kWh) associated with Firm Hydro Power.

**Firm Hydro Power:** Capacity (kW) that is intended to be always available from the Hydro Project subject to the curtailment provisions set forth in this Service Tariff and the Agreement. Firm Hydro Power does not include peaking power.

**Firm Market Energy:** Firm energy (kWh) associated with Firm Market Power supplied by Authority to the Customer.

**Firm Market Power:** Capacity (kW) that is intended to be always available from market sources and/or the Authority's non-Hydro Project-based resources as determined to be available for such use by the Authority.

**Firm Power:** Firm RNY Hydropower and Firm RNY Market Power.

**Hydro Project:** The Authority's St. Lawrence-FDR Power Project, FERC Project No. 2000 and/or the Authority's Niagara Power Project, FERC Project No. 2216.

**Load Serving Entity or LSE:** This term has the meaning provided for in the Agreement.

**Minimum Demand Charge:** This term has the meaning provided for in Section III.C.1 of this Service Tariff.

**NYISO Tariffs:** The tariffs of the NYISO, including the NYISO OATT, as such tariffs are amended and in effect from time to time.

**PP Service Tariff No. 10:** The Authority's service tariff denominated as "Schedule of Rates for Sale of Firm Power to Preservation Power Customers, Service Tariff No. 10," as amended from time to time by the Authority.

**Rate Year or RY:** The July Billing Period through the June Billing Period of the following year, beginning July 2012.

**Recharge New York Power or RNY Power:** Firm Power and Firm Energy the Authority is authorized to allocate and sell to Eligible Applicants in accordance with PAL § 1005(13-a) and EDL § 188-a.

**RNY Blended Customer:** An Eligible Applicant who has been awarded an allocation of RNY Power from the Authority and who has elected to accept and purchase RNY Hydropower and RNY Market Power from the Authority. In such case, the Customer's Accepted Allocation shall be comprised of 50 percent RNY Hydropower and 50 percent RNY Market Power.

**RNY Hydro Customer:** An Eligible Applicant who has been awarded an allocation of RNY Power from the Authority and who has elected to accept and purchase only RNY Hydropower from the Authority.

**RNY Hydropower:** This term has the same meaning as "recharge New York hydropower" as defined in PAL § 1005(13-a)(b), and further refers to the hydropower and energy components of a RNY Power allocation made to a RNY Hydro Customer or a RNY Blended Power Customer.

**RNY Market Power:** This term has the same meaning as "recharge New York market power" as defined in PAL § 1005(13-a)(b), and further refers to the market power and energy components of a RNY Power allocation made to a RNY Blended Power Customer.

**Rules:** The Authority's rules and regulations set forth in Chapter X of Title 21 of the Official Compilation of Codes, Rules and Regulations of the State of New York as may be modified from time to time by the Authority.

**Service Tariff:** This service tariff, denominated as "Schedule of Rates for Sale of Recharge New York Power (Direct Sale), Service Tariff No. RNY-1," as amended from time to time by the Authority.

**Substitute Energy:** Energy the Authority procures and sells to the Customer to replace RNY Hydropower that would otherwise have been sold to the Customer but for a curtailment made in accordance with the Agreement and this Service Tariff.

**Take Down:** The portion of the Accepted Allocation the Customer requests to be scheduled for a specific period as provided for in the Agreement.

**Taxes:** This term has the meaning provided for in Section III.C.2 of this Service Tariff

**Zones:** Geographical regions within New York State (sometimes referred to as "load zones" or "energy regions") designated by the NYISO and identified by letter (A-K) that are used to facilitate energy transactions and administration of the State's power grid.

Additional terms are defined in the text of this Service Tariff.

Unless otherwise indicated, all other capitalized terms and abbreviations used but not defined in this Service Tariff shall have the meaning as set forth in the Agreement.

### III. Monthly Zonal Base Rates and Related Matters

#### A. Monthly Zonal Base Rates

Subject to the other provisions of this Service Tariff, the monthly zonal base rates to be charged to the Customer by the Authority based on the location (i.e., Zone) of its Facility for each Rate Year beginning July 1, 2012 shall be as follows:

RNY Hydro Customer		
Zones	Billing Demand (\$/kW)	Billing Energy (\$/kWh)
A-E	7.32	0.01581
F-I	7.32	0.02389
J	7.32	0.03644
K	7.32	0.03228

RNY Blended Customer		
Zones	Billing Demand (\$/kW)	Billing Energy (\$/kWh)
A-E	3.66	0.02981
F-I	3.66	0.03825
J	3.66	0.05106
K	3.66	0.04644

#### B. Monthly Zonal Base Rate Components

The monthly zonal base rates for RNY Hydro Customers referenced in Section III.A above consist of the following components, which are detailed below: (1) Preservation Power Price Component; (2) NYISO Transmission and Related\_Charges Component; (3) Capacity Component (for Zones J and K only); and (4) Distribution Losses Component.

The monthly zonal base rates for RNY Blended Customers include the RNY Hydro Customer rate components listed in the preceding sentence and the following additional components which are detailed below: (1) Market Energy Component; (2) Capacity Component (for all Zones); and (3) Bad Debt Risk Component.

The following is a description of the monthly zonal base rate components:

##### 1. Preservation Power Price Component

This component consists of the rate the Authority charges for Preservation Power as set in accordance with Section III.A of the Authority's PP Service Tariff No. 10.

##### 2. NYISO Transmission and Related Charges ("NYISO Charges") Component

This component consists of the Authority's estimated costs for NYISO Charges for services provided by the NYISO pursuant to NYISO Tariffs, NYISO-related agreements and NYISO procedures associated with the Authority's provision of Electric Service to the Customer. The NYISO Charges that will be accounted for in the monthly zonal base rates include:

- a. Charges for Ancillary Services 1 through 6 and any new ancillary services as may be provided in accordance with NYISO Tariffs;
- b. Transmission Usage Charges ("TUC") which are Marginal Losses and Congestion costs;
- c. The New York Power Authority "Transmission Adjustment Charge" or "NTAC";

- d. NYISO wide uplift as provided for in the NYISO Tariffs;
- e. Any and all other charges, assessments, or other amounts associated with delivery of RNY Power sold to Customers by the Authority, or otherwise associated with the Authority's responsibilities as a Load Serving Entity for Customers, that the NYISO assesses on the Authority under the provisions of the OATT or under other applicable NYISO 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.

**3. Capacity Component**

This component consists of the Authority's estimated costs to meet the NYISO's capacity requirements. This is currently expressed by the NYISO as the Unforced Capacity or "UCAP" obligation. The UCAP obligation is inclusive of any adjustments for reserves needed to meet the installed reserve margin as required by the NYISO.

For RNY Hydro Customer loads, except for those in Zones J and K, capacity will be secured through the Hydro Project. For RNY Hydro Customer loads in Zones J and K only, locational capacity requirements as required by the NYISO will be secured through market purchases or any other means as determined to be most appropriate by the Authority in its sole discretion. The remaining capacity (ROS capacity) will be secured through the Hydro Project.

For RNY Blended Customer loads, capacity will be secured through a combination of sources consisting of the Hydro Project, bilateral contracts, NYISO auctions, or any other means as determined to be most appropriate by the Authority in its sole discretion.

**4. Distribution Losses Component**

This component consists of the Authority's estimated costs associated with distribution losses of the local electric utility.

**5. Market Energy Component**

This component, applicable to monthly zonal base rates for RNY Blended Customers, reflects the Authority's forecast of prices for market purchases to be made by Authority on behalf of the Customer based on current and anticipated market conditions. The Authority intends to procure RNY Market Power using short and long-term purchases, including purchases from the NYISO Day-Ahead Market and/or Real-Time Market (each term as provided for in the NYISO Tariffs), and through requests for proposals to the extent the Authority deems them appropriate. Financial hedging instruments may be used for the purposes of mitigating the risk in price movements. The Authority will include the costs of any financial products used to hedge these purchases. Purchases of RNY Market Power will be made in whichever portfolio combination the Authority deems to be appropriate in its sole discretion.

**6. Bad Debt Risk Component**

This component accounts for risk of loss to the Authority from bad debt associated with the sale of RNY Power across the RNY Power Program.

**C. Other Charges**

The monthly zonal base rates do not reflect any of the charges discussed in this Section III.C (collectively, "Other Charges"). The Customer shall be responsible for payment of such Other Charges as a separate charge from the monthly zonal base rates to the extent they apply to such Customer.

**1. Minimum Demand Charge**

The Customer shall be subject to a monthly minimum billing demand charge calculated as follows. If in any given month Customer's monthly demand usage is less than 75 percent of its Contract Demand, a minimum demand charge equal to 75 percent of the Customer's Contract Demand (or if the Take Down is less than the Contract Demand, 75 percent of the Take Down), times the applicable demand rate shall apply for that month. Such minimum monthly charge shall be in addition to all other charges provided for in this Service Tariff, including but not limited to Energy Billing and Other Charges as provided for in this Service Tariff.

**2. Taxes**

The Authority will charge and collect from the Customer all local, state and federal taxes, assessments or other charges mandated by local, state or federal agencies or authorities that are levied on the Authority or that the Authority is required to collect from the Customer ("Taxes") if and to the extent such Taxes are not recovered by the Authority pursuant to another provision of this Service Tariff.

**3. Curtailments and Substitute Energy**

Firm Hydro Power and Firm Hydro Energy are subject to curtailment as provided for in the Agreement and Section IV.B of this Service Tariff. The Authority shall provide Substitute Energy to the Customer, and the Customer shall pay the Authority for Substitute Energy, in accordance with the Agreement and Section IV.B of this Service Tariff.

**D. New Charges**

The Customer shall be responsible for payment of any and all new costs or charges incurred by the Authority in connection with its provision of Electric Service to the Customer, including but not limited to, charges and costs incurred for supplying RNY Hydropower and RNY Market Power, and any new NYISO Charges as may be defined and applied in any NYISO Tariffs, NYISO-related agreements and NYISO procedures from time to time (collectively, "New Charges"). The Authority, in its sole discretion, may include any such New Charges in the monthly zonal base rates or the Energy Charge Adjustment, or bill the Customer separately for such New Charges.

### **E. Delivery Charges**

The Customer shall be solely responsible for paying its local electric utility for all delivery service charges associated with RNY Power. Should the Authority incur any charges from the local electric utility associated with such delivery service, the Customer shall reimburse the Authority for all such charges.

### **F. 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 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 the purpose of calculating a Billing Energy charge for an Estimated Bill, the energy charge will be calculated based on an 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.

If data indicating the Customer's actual demand and usage for any Billing Period in which an Estimated Bill was rendered is subsequently provided to the Authority, the Authority will make necessary adjustments to the corresponding Estimated Bill in accordance with Section III.H of this Service Tariff and, as appropriate, render a revised bill (or provide a credit) to the Customer.

The provisions of Section IV.E of this Service Tariff shall apply to Estimated Bills.

The Authority's discretion to render Estimated Bills is not intended to limit the Authority's rights under the Agreement or otherwise regarding Metering Arrangements.

### **G. Energy Charge Adjustment**

As described above in Section III.B of this Service Tariff, one or more of the monthly zonal base rate components are based on estimates made by the Authority. Charges to the Customer shall be subject to an Energy Charge Adjustment process ("ECA") administered by the Authority. Pursuant to the ECA, charges for Electric Service shall be subject to adjustment (i.e., increase or decrease) when the Authority determines that actual costs vary from the estimates used by the Authority to formulate the monthly zonal base rate components.

### **H. 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.

## **I. Periodic Rate Adjustment Process**

Monthly zonal base rates for RNY Hydro Customers and RNY Blended Customers, including the monthly zonal base rate components listed in Section III.B of this Service Tariff, shall be subject to adjustment in accordance with a Periodic Rate Adjustment Process (“PRAP”) that will establish new monthly zonal base rates for such Customers. It is anticipated that PRAP will occur annually and establish new rates that will be effective beginning on the first day of the next succeeding Rate Year, provided however, the Authority may conduct the PRAP more or less frequently to establish new rates with a different effective date as determined to be advisable by the Authority considering market conditions and other appropriate factors.

As noted above in Section III.B of this Service Tariff, the Preservation Power Price Component of the RNY Hydro Customer and RNY Blended Customer rates is based on the Preservation Power Rate as established in accordance with Section III.A of the PP Service Tariff No.10. The Preservation Power Rate has been established for the period through June 2014. Commencing with the rate year beginning July 2014, and for each rate year thereafter, the Preservation Power Rate is subject to an Annual Adjustment Factor as provided for in Sections V.A.1, V.A.2, V.A.4 and V.B of the PP Service Tariff No.10.

Unless the Authority determines such notice to be impracticable, the Authority will provide the Customer with not less than thirty (30) days written notice of any adjustment of the rates made in accordance with the PRAP.

#### **IV. General Provisions**

##### **A. Character of Service**

Alternating current; sixty cycles, three-phase.

##### **B. Availability of Energy**

1. Subject to Section IV.B.2 of this Service Tariff, the Authority shall provide to the Customer in any Billing Period Firm Energy associated with Firm Power.
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 the Authority's firm power customers served from the Hydro Projects, curtailments in the amount of Firm Power and Firm Energy to which the Customer is entitled as RNY Hydropower under the Agreement will be applied on a pro rata basis to all firm power and firm energy customers served by the Hydro Projects. Reductions as a percentage of the otherwise required firm power and firm energy sales will be the same for all firm power and firm energy customers served by the Hydro Projects. The provision of RNY Market Power, if any, sold to the Customer by the Authority is not subject to curtailment.
3. The Authority will provide Substitute Energy to the Customer to replace the RNY Hydropower that would otherwise have been supplied under this Agreement but for the curtailment. For each kilowatt-hour of Substitute Energy supplied by the Authority, the Customer shall pay the Authority directly for: (a) the market cost of the Substitute Energy; and (b) all costs, including but not limited to any NYISO Charges and Taxes, the Authority incurs in connection with the provision of Substitute Energy.
4. The Authority will give the Customer advance notice of forecasted shortfalls in Firm Power and Firm Energy curtailments which will advise the Customer of the forecasted shortfall of Firm Power and Firm Energy, the period to which the forecast applies (usually a Billing Period), and the Customer's anticipated share of the forecasted shortfall. After the Billing Period to which the notice applies, the Authority will determine after the fact the actual shortfall and make any appropriate adjustments to charges and billings to the Customer in accordance with the rates provided for in this Service Tariff.
5. The Authority is under no obligation to supply and will not supply to the Customer in later Billing Periods any curtailed RNY Hydropower.

##### **C. Delivery of RNY Power**

The Customer's local electric utility shall be responsible for delivering RNY Power to the Customer. The Authority shall have no responsibility for delivering any RNY Power to the Customer.

For the purpose of this Service Tariff, Firm Power and Firm Energy will 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 will not be subject to a billing adjustment pursuant to Section 454.6(d) of the Rules.

#### **D. Billing and Billing Methodology**

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

1. The amount of energy that will be used by the Authority for Customer billing purposes will be determined based on the methodology provided for in any agreements between the Authority and the Customer's local electric utility regarding the delivery of RNY Power.
2. **Billing Demand.** The Billing Demand charged by the Authority to each Customer will be the highest 30-minute integrated demand during each Billing Period recorded on the Customer's meter 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 RNY 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 RNY Power.

#### **E. Rendition and Payment of Bills**

1. The Authority will render bills to the Customer for Electric Service on or before the fifteenth (15<sup>th</sup>) 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 this Agreement, Service Tariff No. RNY-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. Unless otherwise agreed to by the Authority and the Customer in writing, in the event the Customer disputes any item of a bill rendered by Authority, the Customer shall pay such bill in the time provided for by this Agreement, and adjustments, if necessary, will be made thereafter.
5. 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.

**F. Conflicts**

In the event of any inconsistencies, conflicts, or differences between the provisions of this Service Tariff and the Rules, the provisions of the Service Tariff will govern. In the event of any inconsistencies, conflicts or differences between the Service Tariff and any provisions of the Agreement, the provisions of the Agreement will govern.

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POWER AUTHORITY OF THE STATE OF NEW YORK

30 South Pearl Street  
Albany, New York 12207

AGREEMENT GOVERNING THE SALE  
OF ST. LAWRENCE-FDR PROJECT POWER AND ENERGY  
TO THE TOWN OF MASSENA ELECTRIC DEPARTMENT FOR ECONOMIC  
DEVELOPMENT PURPOSES

Service Tariff No. SC-1 – St. Lawrence County Economic Development Power

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The POWER AUTHORITY OF THE STATE OF NEW YORK (“Authority”), created pursuant to Chapter 772 of the New York Laws of 1931 and existing under Title 1 of Article 5 of the New York Public Authorities Law (“PAL”), having its office and principal place of business at 30 South Pearl Street, 10<sup>th</sup> Floor, Albany, New York 12207-3425, hereby enters into this agreement for the Sale of St. Lawrence-FDR Project Power and Energy (“Agreement”) with the Town of Massena Electric Department (“Customer”) with offices at 71 E. Hatfield Street, Massena, New York 13662. The Authority and the Customer are from time to time referred to in this Agreement as “Party” and collectively as “Parties” and agree follows:

## RECITALS

WHEREAS, the Authority is authorized to enter into contracts with municipalities of the State of New York (“State”) for the use, sale, transmission and distribution of the power generated by the Authority’s hydroelectric projects, including the St. Lawrence-FDR Power Project (“Project”), Federal Energy Regulatory Commission Project No. 2000, in accordance with PAL § 1005(5);

WHEREAS, PAL § 1005(5) further provides that the Authority is authorized to use other methods which it may find advantageous to give effect to the policies articulated in such provision;

WHEREAS, PAL § 1005(11) provides that the Authority is authorized to “[t]o exercise all the powers necessary or convenient to carry out and effectuate the purposes and provisions of ... title [1 of Article 5 of the PAL] ... and as incidental thereto to . . . sell ... electric power, and generally to do any and every thing necessary or convenient to carry out the purposes of ... title [1 of Article 5 of the PAL] ...”;

WHEREAS, the Customer is an electric utility owned and operated by the Town of Massena and is authorized to engage in the distribution of electric power and provide public utility services pursuant Article 14-A of the General Municipal Law;

WHEREAS, the Customer is desirous of purchasing hydroelectric power from the Authority for the purpose of reselling such hydropower to business customers for economic development purposes pursuant to an economic development plan;

WHEREAS, a proposed contract previously negotiated by the Parties that would have provided for the sale of hydropower to the Customer, and for the monetization of a portion of such hydropower by the Authority for economic development purposes, through an agreement entitled “Agreement Regarding Funding of the St. Lawrence River Valley Development Agency,” dated June 2, 2010 (“Funding Agreement”), was disapproved by the Governor of the State of New York pursuant to PAL § 1009, on the grounds that, among other things, the Authority lacked legal authority to monetize such power and make the proceeds available for such purposes;

WHEREAS, the Authority’s Board of Trustees (“Trustees”) has authorized a program pursuant to which the Authority may allocate and sell up to twenty (20) megawatts (“MW”) of project hydropower known as “St. Lawrence County Economic Development Power” to the

Customer for sub-allocation and resale by the Customer to qualified business customers for economic development purposes;

WHEREAS, this Agreement is intended to implement such program and does not provide for monetization of power by any Party for the purposes specified in the Funding Agreement; 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:

I. Definitions

“Agreement” means this Agreement.

“Allocation” means a specific allocation of SCEDP to the Customer made pursuant to this Agreement for the purpose of enabling the Customer to make a Sub-Allocation of such SCEDP to a specific Qualified End User in accordance with this Agreement. For avoidance of doubt, the Parties agree and acknowledge that neither Ancillary Services nor Green Attributes are included in an Allocation.

“Ancillary Services” means Ancillary Services as defined by the NYISO in its rules, tariffs, manuals and procedures.

“Application” means an application by a Qualified Applicant for a Sub-Allocation.

“Authority” means the Power Authority of the State of New York, as described in the preamble to this Agreement.

“Confidential Information” means information that is protected from disclosure pursuant to Public Officers Law § 87(2).

“Contract Demand” means the sum of individual contract demands, inclusive of losses, for SCEDP as provided for in individual Sub-Allocation Contracts between the Customer and Qualified End Users, not to exceed the Maximum Total Allocation Amount.

“Customer” means the Town of Massena Electric Department, as described in the preamble to this Agreement.

“Customer Agent” has the meaning provided in Article XII of this Agreement.

“Customer’s Costs” means reasonable costs incurred by the Customer relating to the administration and performance of this Agreement and the transactions contemplated hereunder, including: (1) the Customer’s internal direct costs, including overhead; (2) reasonable costs incurred for services procured by the Customer, including the services of any Customer Agent;

(3) costs incurred for the use of third-party facilities and services furnished to the Customer in connection with the transmission and distribution of the Sub-Allocations; and (4) costs incurred for the establishment of mechanisms to accept and distribute Sub-Allocations.

“Economic Development Plan” means the Economic Development Plan attached to this Agreement as Exhibit 1.

“Electric Service” means Firm Hydroelectric Power and Energy associated with Allocations and sold by the Authority to the Customer in accordance with this Agreement, the Service Tariff and the Rules.

“Effective Date” means the date this Agreement is fully executed by the Parties.

“FERC” means the Federal Energy Regulatory Commission (or any successor agency).

“FERC License” means the 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 November 1, 2003 after expiration of the Project’s original license issued in 1953.

“Firm Hydroelectric Power and Energy” means firm power and associated energy from the Project, intended to be available at all times except for limitations provided for in this Agreement, the Service Tariff and the Rules.

“Green Attributes” (sometimes referred to as renewable attributes or renewable energy credits) are attributes associated with renewable energy power production facilities as may be defined by law or administrative action now or in the future, including but not limited to the Renewable Portfolio Standard proceeding of the New York Public Service Commission.

“Hydroelectric Resources” means hydroelectricity, including SCEDP, and/or revenues produced from the sale of such hydroelectricity.

“IDA” means the St. Lawrence County Industrial Development Agency Local Development Corporation, a non-party to this Agreement.

“Load Serving Entity” or “LSE” means an entity authorized or required by law, regulatory authorization or requirement, agreement, or contractual obligation to supply energy, capacity and/or ancillary services to retail customers under the rules, tariffs, manuals and procedures of the NYISO.

“Maximum Total Allocation Amount” means twenty (20) MW, which shall be inclusive of distribution losses.

“NYISO” means the New York Independent System Operator, Inc., or any successor organization.

“NYISO Rules” means the NYISO Open Access Transmission Tariff (“OATT”), the NYISO Market Services Tariff and all NYISO manuals, rules, procedures, agreements or other documents relating to, among other things, the operation of the transmission system in the NYISO control area, reliability, and the purchase and sale of products and the participation of market participants in the NYISO markets, as in effect from time to time.

“Project” means the St. Lawrence-FDR Power Project, FERC Project 2000.

“Project Switchyard” means the St. Lawrence Project switchyard.

“Rules” means 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 in its discretion.

“RVRDA” means the St. Lawrence River Valley Redevelopment Agency, a non-party to this Agreement.

“Service Tariff” means the Authority’s Service Tariff No. SC-1, as may be modified or superseded from time to time by the Authority in its discretion.

“St. Lawrence County Economic Development Power” or “SCEDP” means Firm Hydroelectric Power and Energy produced by the Project made available for Allocation and sale to the Customer for Sub-Allocation and re-sale by the Customer to Qualified Applicants in accordance with this Agreement in a total amount not to exceed the Maximum Total Allocation Amount.

“Sub-Allocation” means an allocation of SCEDP by the Customer to a Qualified Applicant made in accordance with this Agreement.

“Sub-Allocation Contract” means a written contract for the sale of a Sub-Allocation of SCEDP by the Customer to a Qualified End User, the form of which shall be approved by the Authority.

“Qualified Applicant” means a person who is qualified to apply for and receive a Sub-Allocation of SCEDP in accordance with this Agreement and the Economic Development Plan.

“Qualified End User” means a Qualified Applicant who has received a Sub-Allocation of SCEDP from the Customer in accordance with this Agreement and the Economic Development Plan.

“Unforced Capacity” means the capacity required to be provided to serve load as defined by the NYISO in its rules, tariffs, manuals and procedures.

## II. General Provisions

1. This Agreement shall govern the Allocation and sale of SCEDP to the Customer, and shall specify terms and conditions relating to the Sub-Allocation and re-sale of such SCEDP by the Customer to Qualified End Users.

2. As provided for in this Agreement, the Customer shall be entitled to apply to the Authority for Allocations of SCEDP for the purpose of making and selling Sub-Allocations to Qualified End Users in accordance with this Agreement and consistent with the Economic Development Plan.

3. This Agreement does not mandate or otherwise require: (a) the Authority to make or sell any specific Allocation of SCEDP to the Customer; or (b) the Customer to Sub-Allocate or resell any SCEDP to any specific person except as provided for in the Agreement in the case of an Allocation made to the Customer for a specific Sub-Allocation or when otherwise authorized by this Agreement.

4. Any application for an Allocation by the Customer under this Agreement shall be subject to the availability of SCEDP and any commitments the Authority has made regarding such SCEDP. The Authority will use commercially reasonable efforts to make such SCEDP available within three (3) months of the Authority's approval of a Sub-Allocation made in accordance with the procedures established in this Agreement.

5. The Authority shall retain and be entitled to the exclusive use of all SCEDP that (a) has not been specifically Allocated to the Customer and Sub-Allocated to Qualified End Users, (b) has been relinquished by or withdrawn from the Customer or Qualified End Users in accordance with this Agreement, the Service Tariff, or the Rules, and (c) has been Sub-Allocated but has not been used.

6. The Customer may not sell/resell any SCEDP except for the purpose of making and selling such SCEDP as Sub-Allocations to Qualified Applicants in accordance with this Agreement.

7. This Agreement shall not govern or otherwise affect any power allocated and sold by the Authority to the Customer under any other agreement between the Parties.

8. Nothing in this Agreement affects the Authority's authority pursuant to PAL § 1005(5) to regulate the rates the Customer charges for any hydropower purchased from the Authority under this Agreement.

9. Nothing in this Agreement is intended to authorize or shall be construed as authorizing the Authority to monetize any portion of SCEDP for the benefit of the Customer, RVRDA, IDA, or any Qualified End User, or for any of the purposes identified in the Funding Agreement.

### III. Application Process

1. The Customer shall establish a written process for the solicitation and consideration of Applications for SCEDP that is consistent with the Economic Development Plan and this Agreement. All solicitations for Applications of SCEDP shall be made by the Customer or a Customer Agent through public notice.

2. Applications for SCEDP shall be in the form and contain such information as the Customer prescribes in consultation with the Authority. The Customer shall review each Application and make an initial determination of whether the applicant is a Qualified Applicant. Only Qualified Applicants may be considered for Sub-Allocations of SCEDP.

3. The Customer shall provide a copy of each completed Application to (a) RVRDA, (b) IDA and (c) any state regional economic development council with responsibility for the St. Lawrence County area ("REDC") for the purpose of soliciting comments and recommendations of IDA, RVRDA and the REDC on the Application, including whether or not IDA, RVRDA and the REDC support the Application, provided the Customer first receives the consent of the Qualified Applicant and takes reasonable steps to protect against the disclosure of Confidential Information contained in the Application.

4. In the case of Qualified Applicants, the Customer shall evaluate Applications based on consideration of the criteria contained in the Economic Development Plan. In evaluating Applications, the Customer shall consult with and consider any recommendations made by IDA, RVRDA and the REDC. The Customer shall be entitled to make any of the following recommendations to the Authority regarding Sub-Allocations: (a) approve an Application; (b) deny an Application; (c) approve a smaller Sub-Allocation than requested in an Application; (d) approve a Sub-Allocation (or smaller Sub-Allocation) subject to conditions; or (e) withhold decision on an Application pending the receipt of additional information from the Qualified Applicant. The Customer may choose between Applications based on its determination of which Applications best meet the Economic Development Plan's criteria.

5. The Customer shall submit all Applications for which it recommends a proposed Sub-Allocation to the Authority for the Authority's review and approval provided that such Applications are supported by IDA and RVRDA. Each submittal shall be accompanied by the following information: (a) a copy of the Application; (b) a statement from the Customer demonstrating that the applicant is a Qualified Applicant; (c) the facts and other considerations supporting the proposed Sub-Allocation, including the amount of the capital investment and the number of jobs that would be created by the Applicant in consideration of the recommended Sub-Allocation; (d) a copy of the proposed Sub-Allocation Contract; (e) documentation of the positions of IDA, RVRDA and the REDC on the Application; (f) any other information the Customer believes is relevant to the Application; and (g) any information requested by the Authority. If the REDC has not provided a recommendation on an Application within sixty (60) days of the Customer's request, the Customer may forward the Application to the Authority for consideration notwithstanding the absence of an REDC recommendation at that time.

6. The Authority, in its sole discretion, may: (a) approve a proposed Sub-Allocation; (b) deny a proposed Sub-Allocation; (c) approve a smaller Sub-Allocation than was requested in the

Application or proposed by the Customer; (d) approve a proposed Sub-Allocation (or smaller Sub-Allocation) subject to conditions; or (e) withhold decision on a proposed Sub-Allocation pending the receipt of additional information from the Applicant or the Customer; provided that the Authority shall not unreasonably withhold such decision, and shall use good faith efforts to render a decision pursuant to this Section III.6 within ninety (90) days of its receipt of all required information.

7. Approval of a Sub-Allocation by the Authority shall: (a) authorize the Customer to enter into a Sub-Allocation Contract with a Qualified Applicant for the sale of the Sub-Allocation, subject to the provisions of this Agreement and any conditions imposed by the Authority pursuant to Section III.6; and (b) entitle the Customer to receive a corresponding Allocation from the Authority, subject to the provisions of this Agreement, the Service Tariff and the Rules.

#### IV. Use of SCEDP by the Customer

1. Allocations of SCEDP made to the Customer shall be used by the Customer solely for the purpose of making corresponding Sub-Allocations.

2. All SCEDP allocated and sold to the Customer shall be Sub-Allocated and sold pursuant to a Sub-Allocation Contract between the Customer and the Qualified End User, the form of which shall be subject to approval by the Authority. In addition to other terms and conditions the Parties deem acceptable, Sub-Allocation Contracts shall contain terms providing for the following:

(a) A prohibition against the transfer, reallocation or resale of any portion of SCEDP by the Qualified End User.

(b) A prohibition against the transfer of any portion of the SCEDP to a different facility of the Qualified End User that is not authorized by the Sub-Allocation Contract to receive it without the consent of the Customer and the Authority.

(c) Periodic audits of the Qualified End User by the Customer and the Authority for the purpose of determining Sub-Allocation Contract compliance.

(d) Partial or complete withdrawal of a Sub-Allocation if the Qualified End User fails to maintain agreed-upon commitments, relating to, among other things, employment levels, power utilization and capital investments.

(e) A reduction in the amount of any Sub-Allocation when the amount of a corresponding Allocation is reduced as provided for by this Agreement, the Service Tariff, or the Rules.

(f) A rate for the SCEDP that does not recover from Qualified End Users more than the cost to the Customer of the Allocation, plus the Customer's Costs.

(g) A provision providing that Sub-Allocations is subject to the provisions of this Agreement, the Service Tariff, the Rules, the FERC License, PAL Article 5, Title 1 (to

the extent such statute is not inconsistent with the FERC License), and all other applicable laws and regulations.

(h) Reasonable provisions requiring Qualified End Users to provide periodic statements to the Customer and the Authority, if requested, indicating the total savings in dollars realized by the Qualified End User as a result of the Sub-Allocation received. The Parties agree to work together and cooperate for the purpose of developing the form and content of such statement.

(i) SCEDP shall be used only at the facilities identified in the Sub-Allocation Contract.

3. Sub-Allocations should not exceed seven (7) years in length without good cause shown by the Customer and in any event no Sub-Allocation shall extend beyond the term of this Agreement, provided, subject to these limitations, the Customer may, as part of its Economic Development Plan, establish a process by which Qualified End Users may apply for an extension of their Sub-Allocations prior to expiration of their Sub-Allocation. Applications for extensions of Sub-Allocations shall be subject to process and requirements substantially similar to those applicable to Applications, and all extensions shall be subject to the review and approval of the Authority.

#### V. Electric Service

1. The Authority shall provide Electric Service pursuant to the Service Tariff to enable the Customer to receive Allocations of SCEDP made by the Authority to the Customer under this Agreement in accordance with the provisions of the FERC License.

2. The Authority shall provide Unforced Capacity in amounts necessary to meet the Customer's NYISO Unforced Capacity obligations associated with Allocations of SCEDP made by the Authority to the Customer under this Agreement in accordance with the NYISO's rules, tariffs, manuals and procedures, subject to cost recovery by the Authority through the rates provided for in the Service Tariff.

3. In addition to any other modification provided for in this Agreement, the Service Tariff or the Rules, any Allocation made pursuant to this Agreement may be modified by the Authority if the amounts of SCEDP available for sale from the Project are modified as required to comply with any law, ruling, order or decision of any regulatory or judicial body having jurisdiction to which the Authority is subject. The Authority shall provide reasonable notice to the Customer of any such action that would result in modification of any Allocation.

#### VI. LSE Responsibilities; Transmission and Delivery; Load Splitting

1. The Customer shall have the responsibility to (a) register and serve as the LSE, (b) arrange for one or more other entities to register and serve as the LSE on its behalf, or (c) make other appropriate arrangements, in order to provide for Sub-Allocations of SCEDP to Qualified End Users. The Customer shall be responsible for all costs associated with such

matters subject to cost recovery from Qualified End Users. The Authority shall not have LSE responsibilities for any purpose in connection with any Allocations or Sub-Allocations.

2. The Customer, the Customer's Agent, or another person acting as the LSE on the Customer's behalf, shall have the responsibility to arrange for the transmission and delivery of SCEDP supplied hereunder from the Project Switchyard to points of delivery to the Qualified End Users. Such transmission and delivery shall be consistent with the other provisions of this Agreement, the Service Tariff and the NYISO Rules.

3. As LSE, the Customer shall be responsible for all costs associated with the NYISO and transmission and delivery services, but this Agreement does not preclude the Customer from recovering such costs from Qualified End Users.

4. As LSE, the Customer shall be responsible for taking all actions necessary to establish appropriate NYISO subzone load buses for delivery of SCEDP to Qualified End Users (a) located outside the Customer's service territory and within St. Lawrence County, and (b) located within the Customer's service territory to the extent that the existing Customer sub zone load bus is inadequate.

5. The Customer shall perform load splitting in accordance with a prescribed methodology, and transmit the information derived from load splitting to the Authority on a schedule, agreed upon by the Parties.

## VII. Metering

1. The facilities of Qualified End Users receiving SCEDP must be metered in a manner satisfactory to the Authority, or the Customer must provide another metering arrangement that is satisfactory to the Authority.

2. The Customer shall be solely responsible for:

(a) installing, maintaining, inspecting, verifying and reading all metering equipment in a manner satisfactory to the Authority for purposes of determining hourly electric usage and demand by Qualified End Users within the Customer's service territory; and

(b) ensuring, through agreements with local electric utilities who deliver SCEDP or other appropriate means, the installation, maintenance, inspection, verification and reading all metering equipment in a manner satisfactory to the Authority for purposes of determining hourly electric usage and demand by Qualified End Users located outside the Customer's service territory and within St. Lawrence County.

3. Unless otherwise agreed to by the Authority in writing, metering shall be capable of enabling the Customer to perform load splitting between SCEDP supplied in total or in part to meet the load of individual Qualified End Users, other NYPA power supplied by the Authority to the Customer under the Authority's Service Tariff No. 39A, and any other power supplied to the Customer from any other source.

## VIII. Rates

1. SCEDP sold to the Customer under this Agreement is not and shall not be considered preference power under the Niagara Redevelopment Act (16 USC §§ 836, 836a).

2. Notwithstanding that SCEDP is not preference power, SCEDP will be sold to the Customer at cost-based rates equivalent to rates charged to the Authority's in-state preference customers receiving preference power under the Niagara Redevelopment Act (16 USC §§ 836, 836a) as provided for in the Service Tariff.

3. The Customer waives any challenges to any of the following methodologies and principles<sup>1</sup> to the extent that one or more of such methodologies and principles are used by the Authority to set rates different than those adopted by the Authority's Trustees in their meeting on April 29, 2003 based on the "January 2003 Report on Hydroelectric Production Rates" and as modified by the April 2003 "Staff Analysis of Public Comments and Recommendations:"

- a. 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").
- b. Recovery of capital costs using Trended Original Cost and Original Cost methodologies.
- c. Treatment of sales to third parties, including the New York Independent System Operator.
- d. Allocation of Indirect Overheads.
- e. Melding of costs of the Niagara Power Project and St. Lawrence-FDR Power Project for ratemaking.
- f. Post-employment benefits other than pensions (*i.e.*, retiree health benefits).
- g. Rate Stabilization Reserve (RSR) methodology as supplemented by the explanatory statement attached hereto as Exhibit 2.

4. In the event the Authority ceases to employ any of the methodologies and principles enumerated above, the Customer shall have the right to take any position whatsoever with respect to such methodology or principle, but shall not have the right to challenge any of the remaining methodologies and principles that continue to be employed by the Authority. Nothing contained herein shall preclude the Customer from participating in the rate setting process and raising issues as to whether such methodologies and principles have been correctly employed.

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<sup>1</sup> These methodologies and principles were employed in and explained by the Authority's January 2003 Report on Hydroelectric Production Rates and the Staff Analysis of Public Comments and Recommendations adopted by the Authority's Trustees on April 29, 2003.

IX. Availability of Energy

Subject to any other limitations set forth in this Agreement, the Service Tariff, and the Rules, the Authority will supply to the Customer sufficient power and energy to meet each Qualified End User's demand and energy usage at the Qualified End User's actual metered load factor in a mutually agreed upon manner.

X. Legal Enactments

If a law is enacted after the Effective Date that, in the opinion of either Party, materially impacts the rights or obligations of a Party under this Agreement, or requires the Authority, directly or indirectly, to provide Hydroelectric Resources for economic development purposes in the St. Lawrence County area in excess of the Maximum Total Allocation Amount provided for under this Agreement, the Parties shall meet within thirty (30) days of a request by either Party to discuss the law and any amendments to this Agreement either Party believes is necessary to account for the impact of such law. If the Parties after good faith negotiations cannot reach Agreement on amendments within sixty (60) days of an initial meeting, then either Party may terminate this Agreement on thirty (30) days written notice to the other Party.

XI. Conditions Precedent

In addition to any other requirements, qualifications and conditions pertaining to the Authority's performance under this Agreement, the Service Tariff and the Rules, the Authority's performance under this Agreement, including but not limited to the Allocation of SCEDP and the provision of Electric Service under this Agreement, are subject to the occurrence of the following conditions precedent:

- a. receipt by the Customer of all approvals from regulatory authorities which are necessary for the Customer to engage in the transactions contemplated by this Agreement, including but not limited to any and all approvals required from the New York State Public Service Commission;
- b. modifications to the Funding Agreement in a manner satisfactory to the Authority; and
- c. written procedures addressing each of the matters identified in Exhibit 3 of this Agreement in a manner satisfactory to the Authority.

XII. Customer Agent

1. The Customer may engage one or more persons (hereinafter, "Customer Agent") to assist it in performing the Customer's obligations under this Agreement, including but not limited to a public utility, LSE, municipal distribution agency, load aggregator, or industrial development authority. The Customer Agent's performance shall be consistent with requirements of the NYISO and all applicable laws and regulations. The Customer shall give the Authority notice of the engagement of any Customer Agent.

2. The Parties agree and acknowledge that: (a) the right to engage Customer Agents is strictly for convenience of the Customer; (b) the right to engage Customer Agents shall not be construed to authorize the Customer to make an assignment of this Agreement or any part of the Customer's rights or obligations under this Agreement to any Customer Agent or any other person; and (c) the Customer shall remain liable to the Authority for the performance of the Customer's obligations under this Agreement notwithstanding the engagement of Customer Agents.

### XIII. Recordkeeping

The Customer shall keep its books, accounts and records pertaining to the Allocation, sale, resale, Sub-Allocation, and delivery of the Allocations and Sub-Allocations pursuant to procedures reasonably deemed necessary by the Authority to ensure compliance with this Agreement, the Rules, the FERC License, NYISO requirements and applicable laws and regulations. The Customer shall provide such information and permit such inspections of its books and records as the Authority reasonably requests. The Customer shall impose similar obligations on Qualified End Users and Customer Agents in Sub-Allocation Contracts and other appropriate documents for the benefit of the Customer and the Authority.

### XIV. Rules, Service Tariff and Conflicts

1. The Service Tariff, as may be modified or superseded from time to time by the Authority in its discretion, is hereby incorporated into this Agreement with the same force and effect as if set forth herein at length. The Authority shall provide at least thirty (30) days prior written notice to the Customer of any proposed change in the Rules or the Service Tariff, but in no event shall the Authority provide less notice than that required to be provided to similarly affected Authority customers within New York State.

2. In the event of any inconsistencies, conflicts, or differences between the provisions of Service Tariff and the Rules, the provisions of the Service Tariff shall govern. In the event of any inconsistencies, conflicts or differences between the Service Tariff and any other provisions of this Agreement, the provisions of this Agreement shall govern. In the event of any conflicts between the provisions of this Agreement and the exhibits, the provisions of this Agreement shall govern.

### XV. Term and Termination of Service

1. This Agreement shall be effective on the Effective Date.

2. Electric Service under the Agreement shall continue until the earliest of: (a) with respect to specific Allocations and Sub-Allocations, termination by the Customer with respect to any such Allocation or Sub-Allocation upon sixty (60) days prior written notice to the Authority, provided that such termination shall be effective commencing with the next billing period as provided for in the Service Tariff; (b) with respect to specific Allocations and Sub-Allocations, termination by the Authority of any such Allocation or Sub-Allocation pursuant to this Agreement, the Service Tariff, or the Rules; (c) with respect to specific Allocations and Sub-

Allocations, expiration of any such Allocation or Sub-Allocation by its own terms; or (d) September 1, 2025.

3. Notwithstanding the foregoing Section XV.2, the Authority may cancel Electric Service under this Agreement or modify the quantities of SCEDP associated with any or all of the Allocations: (a) if such cancellation or modification is required to comply with any final ruling, order or decision of any regulatory or judicial body of competent jurisdiction (including any licensing or re-licensing order or orders of the FERC) to which the Authority is subject; or (b) as otherwise provided in this Agreement, the Service Tariff or the Rules.

#### XVI. Notification

1. Correspondence involving the administration of this Agreement shall be addressed as follows:

To Authority:

Vice President, Marketing  
New York Power Authority  
123 Main Street  
White Plains, NY 10601  
Facsimile:  
Email:

To Customer:

General Manager  
Massena Electric Department  
71 E. Hatfield Street  
P.O. Box 209  
Massena, NY 13662  
Facsimile:  
Email:

2. Except where otherwise herein specifically provided, any notice, communication or request required or authorized by this Agreement by either Party to the other shall be deemed properly given: (a) if sent by U.S. First Class mail addressed to the Party at the address set forth above; (b) if sent by a nationally recognized overnight delivery service, two (2) calendar days after being deposited for delivery to the appropriate address set forth above; (c) if delivered by hand, with written confirmation of receipt; (d) if sent by facsimile to the appropriate fax number as set forth above, with written confirmation of receipt; or (e) 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.

3. As a courtesy, copies of any notice required to be provided by a Party for any of the following matters shall be sent by such Party to IDA and RVRDA at the addresses provided

for below: (a) modifications as provided for in Section V.3 of this Agreement; (b) notice of a request to meet as provided for in Article X of this Agreement; (c) the engagement of a Customer Agent as provided for in Article XII of this Agreement; and (d) a termination or cancellation as provided for in Article XV of this Agreement.

To IDA:

To RVRDA:

## XVII. Miscellaneous

1. No consideration shall be given to the captions of the articles, sections, subsections, paragraphs, clauses or any appendices or other attachments, which are inserted for convenience in locating the provisions of this Agreement and not as an aid in its construction. No consideration shall be given to the fact or presumption that one Party had a greater or lesser hand in drafting this Agreement.
2. 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.
3. Each Party consents to the exclusive jurisdiction and venue of New York State Supreme Court within Albany County, New York, 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.
4. 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.
5. 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.
6. The Customer may not assign or otherwise transfer an interest in this Agreement without written approval by the Authority.
7. This Agreement shall be binding upon and inure to the benefit of the Parties, and their respective successors and assigns, and is made solely and specifically for their benefit. No other person shall have any rights, interest or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.
8. This Agreement shall constitute the sole and complete agreement of the Parties hereto with respect to the matters herein set forth. This Agreement supersedes all previous

communications between the Parties hereto, either oral or written, with reference to the subject matter hereof.

9. No modifications of this Agreement shall be binding upon the Parties hereto or either of them unless such modification is in writing and is signed by a duly authorized officer of each of them.

10. If any term or provision of this Agreement is invalidated, declared unlawful or ineffective in whole or in part, or modified 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.

11. Notwithstanding the preceding Section XVII.10, if any provision of this Agreement is invalidated, declared unlawful or ineffective in whole or in part, or 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.

12. This Agreement may be executed in multiple original counterparts, each of which shall be an original and all of which together shall constitute a single instrument.

**[SIGNATURES FOLLOW ON NEXT PAGE]**

AGREED:

**CUSTOMER**

BY \_\_\_\_\_

Name and Title (**Print**) \_\_\_\_\_

Date \_\_\_\_\_

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

BY \_\_\_\_\_

Name and Title (**Print**) \_\_\_\_\_

Date \_\_\_\_\_

## **EXHIBIT 1**

### **ECONOMIC DEVELOPMENT PLAN**

This Economic Development Plan (“Plan”) shall apply to the Allocation and Sub-Allocation of St. Lawrence County Economic Development Power (“SCEDP”) made available in accordance with the “Agreement Governing the Sale of St. Lawrence-FDR Project Power and Energy to the Town Of Massena Electric Department For Economic Development Purposes” (“Agreement”).<sup>2</sup>

SCEDP will be made available for sale to the Customer and resale and Sub-Allocation by the Customer to Qualified Applicants (“QAs”) as an incentive for QAs that propose to expand an existing business or propose to locate a new business in St. Lawrence County. A primary goal of the Plan shall be to encourage economic development in St. Lawrence County, including job creation.

In addition to any other requirements provided for in this Plan or the Agreement, it is the Parties’ intent that the Customer will: (1) consult with the St. Lawrence River Valley Redevelopment Agency, St. Lawrence County Industrial Development Agency Local Development Corporation, and any state regional economic development council with responsibility for the St. Lawrence County area (“Economic Development Partners”) to provide effective and competitive economic incentive packages to encourage economic development consisting of SCEDP and other available resources for QAs; (2) effectively market the SCEDP and associated incentive packages in printed promotional materials and websites; and (3) collaborate with the Economic Development Partners to maximize economic development opportunities in St. Lawrence County.

#### **Qualified Applicants**

QAs shall include any of the following types of businesses that engage primarily in the following types of business activities:

- Industrial
- Manufacturing
- Research and development
- Non-retail service firms
- Warehouse and distribution facilities
- Agricultural businesses
- Headquarters facilities

The following businesses and business activities are not QAs, and shall not be eligible to apply for or receive Sub-Allocations under this Plan:

- Educational, religious, or governmental

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<sup>2</sup> Capitalized terms not defined in this Plan shall have the meaning provided to such terms in the Agreement.

- Lodging facilities
- Legal, medical, or nursing facilities
- Retail businesses
- Residential establishments
- Casino and other gaming establishments

**Qualification Guidelines**

The following preliminary qualification guidelines shall apply to QAs applying for Sub-Allocations of SCEDP:

- QAs must propose to add new electrical load. A proposed project must create a minimum of 100 kilowatts (“kW”) of new electric load.
- QAs must propose to create new jobs. Jobs per MW ratio should fall within the following guidelines:

<u>Employment at the business prior to proposed expansion</u>	<u>New Jobs/MW of Sub-Allocated SCEDP</u>
0	case by case (new business)
1-100	25
101-250	50
251-499	75
500 +	100

- QAs must propose to make capital investments in new or existing facilities. Such investments may include:
  - i. Construction of new facilities.
  - ii. Expansion or substantial modification/refurbishment to existing facilities.
  - iii. Installation of machinery and equipment to, for example, accommodate expansion of production capability.
- Projects should be consistent with any strategic plan and priorities of any state regional economic development council with responsibility for the St. Lawrence County region.

**Allocation and Sub-Allocation Criteria**

The following criteria shall be used to evaluate Applications for Sub-Allocations of SCEDP in addition to any other considerations the Customer determines to be appropriate in accordance with the evaluation and recommendation processes provided for in the Agreement:

- The size/scope of the proposed project.
- The significance of the cost of electricity to the QA’s overall cost of doing business, and the impact that a Sub-Allocation would have on the QA’s operating costs;

- Time schedule of the proposed project. (Projects should start within one year of Sub-Allocation and be completed within three years.)
- The nature and extent of the QA's proposed investment in the project, including the type and cost of buildings, equipment and facilities to be constructed, enlarged or installed if the QA were to receive a Sub-Allocation.
- The number and quality of jobs that would be created and/or retained in exchange for a Sub-Allocation.
- The amount of SCEDP requested by the QA and the reasons for the request.
- The QA's past and proposed energy conservation efforts.
- The relationship of the proposed project to other New York State facilities or business activities owned or conducted by the QA or its affiliates (e.g., whether the proposed project would simply relocate business operations already existing in the State, support other facilities or business operations of the QA in the State, etc.).
- The importance of the proposed project to the community in which the project would be located, including the host community's economic circumstances.

## **EXHIBIT 2**

### **NEW YORK POWER AUTHORITY RATE STABILIZATION RESERVE** **METHODOLOGY**

The Rate Stabilization Reserve (RSR) is calculated consistent with Service Tariff provisions regarding the Flow Adjustment Computation (FAC), which was not altered in the January 2003 Report on Hydroelectric Production Rates or the Staff Analysis of Public Comments and Recommendations adopted by the Trustees of the Power Authority on April 29, 2003. The calculation as modified in accordance with the Authority's preference power rate plan approved in 2011, is described below:

1. Calculate the total cost of service (CoS) for the Niagara/St. Lawrence projects. Costs include: Operations and Maintenance, amortized roadwork, Indirect Overheads (Shared Services, Research and Development, debt service) and Capital Costs (using TOC for equity funded and OC for debt funded).
2. Credit the CoS by any excess capacity (UCAP) sales to the NYISO net of forecasted UCAP sales included in previous rate year's CoS.
3. Allocate costs to the demand function by multiplying the sum of the Customers' billed demands by the preference demand charge, which has been inflated to include Ancillary Services production costs. This larger demand charge is used only for the purposes of the RSR.
4. Calculate the cost-based energy rate by dividing the remaining energy assigned costs by the annual metered generation.
5. Calculate the difference between the cost-based energy rate and the billed preference energy rate.
6. Multiply the difference in the rates by the actual annual billed preference energy sales to determine the annual change in the RSR.
7. Add the annual change to the RSR balance from the prior year-end to get the current year-end RSR balance.
8. If the current year-end balance is in excess of +/- \$25 million, the excess would be subject to a credit or a surcharge in the subsequent rate year.

### **EXHIBIT 3**

1. Procedures for energy data collection by the Customer, the Customer's Agent, and/or local electric utilities providing delivery service for St. Lawrence County Economic Development Power, for all Sub-Allocations made to Qualified End Users whether located within or without the Customer's service territory which (collectively, "Energy Data"). At a minimum, Energy Data shall include energy and demand usage by individual Qualified End Users.
2. Procedures for transmission of Energy Data to the Authority by the Customer, the Customer's Agent, and/or local electric utilities providing delivery service for St. Lawrence County Economic Development Power for all Qualified End Users whether located within or without the Customer's service territory ("Data Transmission"), including the content, means, and frequency of Data Transmission.
3. Procedures for the Customer's billing of Qualified End Users by the Customer. Unless otherwise agreed to by the Authority in writing, at a minimum such procedures shall provide for billing on the identical calendar month basis that the Authority uses to bill the Customer for allocations and sales made to the Customer under Service Tariff No. 39A.
4. Procedures for monthly load splitting by the Customer, including a methodology to be used by the Customer for load splitting.
5. Procedures for accounting for distribution losses that occur between the metering point of Qualified End Users and the relevant sub zone load bus.
6. Procedures for reconciliations or true-ups to account for differences between actual energy usage and scheduled energy usage (i.e., inadvertent energy balances).

**EXHIBIT "B"**



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

**30 SOUTH PEARL STREET**

**ALBANY, NY 12207**

**Schedule of Rates for Sale of Recharge New York Power**

**(Direct Sale)**

**Service Tariff No. RNY-1**

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## Schedule of Rates for Sale of Recharge New York Power

### I. Applicability

To direct sales of Recharge New York Power to a Customer for firm Electric Service.

### II. Frequently Used Abbreviations and Terms

- ECA Energy Cost Adjustment
- EDL New York Economic Development Law
- kW kilowatt(s)
- kWh kilowatt-hour(s)
- NYISO New York Independent System Operator, Inc. or any successor organization
- OATT NYISO Open Access Transmission Tariff
- PRAP Periodic Rate Adjustment Process
- PAL New York Public Authorities Law
- RNY Recharge New York
- ROS Rest of State
- RY Rate Year
- UCAP Unforced Capacity

**Accepted Allocation:** That portion of the Awarded Allocation the Customer has elected to accept and purchase from the Authority.

**Agreement:** An executed agreement between the Authority and a Customer setting forth the terms and conditions applicable to the allocation and sale of RNY Power to the Customer, including an agreement entitled “Agreement for the Sale of Recharge New York Power and Energy.”

**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” and “NYPA.”

**Awarded Allocation:** The amount of RNY Power awarded to the Customer by the Authority, which consists of equal amounts of RNY Hydropower and RNY Market Power.

**Billing Demand:** This term has the meaning provided for in Section IV.D of this Service Tariff.

**Billing Energy:** This term has the meaning provided for in Section IV.D of this Service Tariff.

**Billing Period:** Any period of approximately thirty (30) days, generally ending with the last day of each calendar month but subject to the billing cycle requirements of the local electric utility in whose service territory the Customer’s Facility receiving the Accepted Allocation is located.

**Contract Demand:** The amount of RNY Power, not to exceed the Customer’s Accepted Allocation, allocated to the Customer which the Customer agrees to take and pay for in accordance with the Agreement. The Contract Demand shall equal the Accepted Allocation.

**Customer:** A RNY Blended Customer or RNY Hydropower Customer.

**Electric Service:** The power and energy provided to the Customer in accordance with the Agreement, this Service Tariff and the Rules.

**Eligible Applicant:** This term has the meaning provided for in EDL § 188-a.

**Facility:** The Customer's place of business specified in the Agreement that will receive or is receiving the Accepted Allocation.

**Firm Energy:** Firm Hydro Energy and Firm Market Energy (kWh) associated with Firm Power.

**Firm Hydro Energy:** Firm energy (kWh) associated with Firm Hydro Power.

**Firm Hydro Power:** Capacity (kW) that is intended to be always available from the Hydro Project subject to the curtailment provisions set forth in this Service Tariff and the Agreement. Firm Hydro Power does not include peaking power.

**Firm Market Energy:** Firm energy (kWh) associated with Firm Market Power supplied by Authority to the Customer.

**Firm Market Power:** Capacity (kW) that is intended to be always available from market sources and/or the Authority's non-Hydro Project-based resources as determined to be available for such use by the Authority.

**Firm Power:** Firm RNY Hydropower and Firm RNY Market Power.

**Hydro Project:** The Authority's St. Lawrence-FDR Power Project, FERC Project No. 2000 and/or the Authority's Niagara Power Project, FERC Project No. 2216.

**Load Serving Entity or LSE:** This term has the meaning provided for in the Agreement.

**Minimum Demand Charge:** This term has the meaning provided for in Section III.C.1 of this Service Tariff.

**NYISO Tariffs:** The tariffs of the NYISO, including the NYISO OATT, as such tariffs are amended and in effect from time to time.

**PP Service Tariff No. 10:** The Authority's service tariff denominated as "Schedule of Rates for Sale of Firm Power to Preservation Power Customers, Service Tariff No. 10," as amended from time to time by the Authority.

**Rate Year or RY:** The July Billing Period through the June Billing Period of the following year, beginning July 2012.

**Recharge New York Power or RNY Power:** Firm Power and Firm Energy the Authority is authorized to allocate and sell to Eligible Applicants in accordance with PAL § 1005(13-a) and EDL § 188-a.

**RNY Blended Customer:** An Eligible Applicant who has been awarded an allocation of RNY Power from the Authority and who has elected to accept and purchase RNY Hydropower and RNY Market Power from the Authority. In such case, the Customer's Accepted Allocation shall be comprised of 50 percent RNY Hydropower and 50 percent RNY Market Power.

**RNY Hydro Customer:** An Eligible Applicant who has been awarded an allocation of RNY Power from the Authority and who has elected to accept and purchase only RNY Hydropower from the Authority.

**RNY Hydropower:** This term has the same meaning as "recharge New York hydropower" as defined in PAL § 1005(13-a)(b), and further refers to the hydropower and energy components of a RNY Power allocation made to a RNY Hydro Customer or a RNY Blended Power Customer.

**RNY Market Power:** This term has the same meaning as "recharge New York market power" as defined in PAL § 1005(13-a)(b), and further refers to the market power and energy components of a RNY Power allocation made to a RNY Blended Power Customer.

**Rules:** The Authority's rules and regulations set forth in Chapter X of Title 21 of the Official Compilation of Codes, Rules and Regulations of the State of New York as may be modified from time to time by the Authority.

**Service Tariff:** This service tariff, denominated as "Schedule of Rates for Sale of Recharge New York Power (Direct Sale), Service Tariff No. RNY-1," as amended from time to time by the Authority.

**Substitute Energy:** Energy the Authority procures and sells to the Customer to replace RNY Hydropower that would otherwise have been sold to the Customer but for a curtailment made in accordance with the Agreement and this Service Tariff.

**Take Down:** The portion of the Accepted Allocation the Customer requests to be scheduled for a specific period as provided for in the Agreement.

**Taxes:** This term has the meaning provided for in Section III.C.2 of this Service Tariff

**Zones:** Geographical regions within New York State (sometimes referred to as "load zones" or "energy regions") designated by the NYISO and identified by letter (A-K) that are used to facilitate energy transactions and administration of the State's power grid.

Additional terms are defined in the text of this Service Tariff.

Unless otherwise indicated, all other capitalized terms and abbreviations used but not defined in this Service Tariff shall have the meaning as set forth in the Agreement.

### III. Monthly Zonal Base Rates and Related Matters

#### A. Monthly Zonal Base Rates

Subject to the other provisions of this Service Tariff, the monthly zonal base rates to be charged to the Customer by the Authority based on the location (i.e., Zone) of its Facility for each Rate Year beginning July 1, 2012 shall be as follows:

RNY Hydro Customer		
Zones	Billing Demand (\$/kW)	Billing Energy (\$/kWh)
A-E	7.32	0.01581
F-I	7.32	0.02389
J	7.32	0.03644
K	7.32	0.03228

RNY Blended Customer		
Zones	Billing Demand (\$/kW)	Billing Energy (\$/kWh)
A-E	3.66	0.02981
F-I	3.66	0.03825
J	3.66	0.05106
K	3.66	0.04644

#### B. Monthly Zonal Base Rate Components

The monthly zonal base rates for RNY Hydro Customers referenced in Section III.A above consist of the following components, which are detailed below: (1) Preservation Power Price Component; (2) NYISO Transmission and Related\_Charges Component; (3) Capacity Component (for Zones J and K only); and (4) Distribution Losses Component.

The monthly zonal base rates for RNY Blended Customers include the RNY Hydro Customer rate components listed in the preceding sentence and the following additional components which are detailed below: (1) Market Energy Component; (2) Capacity Component (for all Zones); and (3) Bad Debt Risk Component.

The following is a description of the monthly zonal base rate components:

##### 1. Preservation Power Price Component

This component consists of the rate the Authority charges for Preservation Power as set in accordance with Section III.A of the Authority's PP Service Tariff No. 10.

##### 2. NYISO Transmission and Related Charges ("NYISO Charges") Component

This component consists of the Authority's estimated costs for NYISO Charges for services provided by the NYISO pursuant to NYISO Tariffs, NYISO-related agreements and NYISO procedures associated with the Authority's provision of Electric Service to the Customer. The NYISO Charges that will be accounted for in the monthly zonal base rates include:

- a. Charges for Ancillary Services 1 through 6 and any new ancillary services as may be provided in accordance with NYISO Tariffs;
- b. Transmission Usage Charges ("TUC") which are Marginal Losses and Congestion costs;
- c. The New York Power Authority "Transmission Adjustment Charge" or "NTAC";

- d. NYISO wide uplift as provided for in the NYISO Tariffs;
- e. Any and all other charges, assessments, or other amounts associated with delivery of RNY Power sold to Customers by the Authority, or otherwise associated with the Authority's responsibilities as a Load Serving Entity for Customers, that the NYISO assesses on the Authority under the provisions of the OATT or under other applicable NYISO 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.

**3. Capacity Component**

This component consists of the Authority's estimated costs to meet the NYISO's capacity requirements. This is currently expressed by the NYISO as the Unforced Capacity or "UCAP" obligation. The UCAP obligation is inclusive of any adjustments for reserves needed to meet the installed reserve margin as required by the NYISO.

For RNY Hydro Customer loads, except for those in Zones J and K, capacity will be secured through the Hydro Project. For RNY Hydro Customer loads in Zones J and K only, locational capacity requirements as required by the NYISO will be secured through market purchases or any other means as determined to be most appropriate by the Authority in its sole discretion. The remaining capacity (ROS capacity) will be secured through the Hydro Project.

For RNY Blended Customer loads, capacity will be secured through a combination of sources consisting of the Hydro Project, bilateral contracts, NYISO auctions, or any other means as determined to be most appropriate by the Authority in its sole discretion.

**4. Distribution Losses Component**

This component consists of the Authority's estimated costs associated with distribution losses of the local electric utility.

**5. Market Energy Component**

This component, applicable to monthly zonal base rates for RNY Blended Customers, reflects the Authority's forecast of prices for market purchases to be made by Authority on behalf of the Customer based on current and anticipated market conditions. The Authority intends to procure RNY Market Power using short and long-term purchases, including purchases from the NYISO Day-Ahead Market and/or Real-Time Market (each term as provided for in the NYISO Tariffs), and through requests for proposals to the extent the Authority deems them appropriate. Financial hedging instruments may be used for the purposes of mitigating the risk in price movements. The Authority will include the costs of any financial products used to hedge these purchases. Purchases of RNY Market Power will be made in whichever portfolio combination the Authority deems to be appropriate in its sole discretion.

**6. Bad Debt Risk Component**

This component accounts for risk of loss to the Authority from bad debt associated with the sale of RNY Power across the RNY Power Program.

**C. Other Charges**

The monthly zonal base rates do not reflect any of the charges discussed in this Section III.C (collectively, "Other Charges"). The Customer shall be responsible for payment of such Other Charges as a separate charge from the monthly zonal base rates to the extent they apply to such Customer.

**1. Minimum Demand Charge**

The Customer shall be subject to a monthly minimum billing demand charge calculated as follows. If in any given month Customer's monthly demand usage is less than 75 percent of its Contract Demand, a minimum demand charge equal to 75 percent of the Customer's Contract Demand (or if the Take Down is less than the Contract Demand, 75 percent of the Take Down), times the applicable demand rate shall apply for that month. Such minimum monthly charge shall be in addition to all other charges provided for in this Service Tariff, including but not limited to Energy Billing and Other Charges as provided for in this Service Tariff.

**2. Taxes**

The Authority will charge and collect from the Customer all local, state and federal taxes, assessments or other charges mandated by local, state or federal agencies or authorities that are levied on the Authority or that the Authority is required to collect from the Customer ("Taxes") if and to the extent such Taxes are not recovered by the Authority pursuant to another provision of this Service Tariff.

**3. Curtailments and Substitute Energy**

Firm Hydro Power and Firm Hydro Energy are subject to curtailment as provided for in the Agreement and Section IV.B of this Service Tariff. The Authority shall provide Substitute Energy to the Customer, and the Customer shall pay the Authority for Substitute Energy, in accordance with the Agreement and Section IV.B of this Service Tariff.

**D. New Charges**

The Customer shall be responsible for payment of any and all new costs or charges incurred by the Authority in connection with its provision of Electric Service to the Customer, including but not limited to, charges and costs incurred for supplying RNY Hydropower and RNY Market Power, and any new NYISO Charges as may be defined and applied in any NYISO Tariffs, NYISO-related agreements and NYISO procedures from time to time (collectively, "New Charges"). The Authority, in its sole discretion, may include any such New Charges in the monthly zonal base rates or the Energy Charge Adjustment, or bill the Customer separately for such New Charges.

### **E. Delivery Charges**

The Customer shall be solely responsible for paying its local electric utility for all delivery service charges associated with RNY Power. Should the Authority incur any charges from the local electric utility associated with such delivery service, the Customer shall reimburse the Authority for all such charges.

### **F. 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 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 the purpose of calculating a Billing Energy charge for an Estimated Bill, the energy charge will be calculated based on an 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.

If data indicating the Customer's actual demand and usage for any Billing Period in which an Estimated Bill was rendered is subsequently provided to the Authority, the Authority will make necessary adjustments to the corresponding Estimated Bill in accordance with Section III.H of this Service Tariff and, as appropriate, render a revised bill (or provide a credit) to the Customer.

The provisions of Section IV.E of this Service Tariff shall apply to Estimated Bills.

The Authority's discretion to render Estimated Bills is not intended to limit the Authority's rights under the Agreement or otherwise regarding Metering Arrangements.

### **G. Energy Charge Adjustment**

As described above in Section III.B of this Service Tariff, one or more of the monthly zonal base rate components are based on estimates made by the Authority. Charges to the Customer shall be subject to an Energy Charge Adjustment process ("ECA") administered by the Authority. Pursuant to the ECA, charges for Electric Service shall be subject to adjustment (i.e., increase or decrease) when the Authority determines that actual costs vary from the estimates used by the Authority to formulate the monthly zonal base rate components.

### **H. 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.

## **I. Periodic Rate Adjustment Process**

Monthly zonal base rates for RNY Hydro Customers and RNY Blended Customers, including the monthly zonal base rate components listed in Section III.B of this Service Tariff, shall be subject to adjustment in accordance with a Periodic Rate Adjustment Process (“PRAP”) that will establish new monthly zonal base rates for such Customers. It is anticipated that PRAP will occur annually and establish new rates that will be effective beginning on the first day of the next succeeding Rate Year, provided however, the Authority may conduct the PRAP more or less frequently to establish new rates with a different effective date as determined to be advisable by the Authority considering market conditions and other appropriate factors.

As noted above in Section III.B of this Service Tariff, the Preservation Power Price Component of the RNY Hydro Customer and RNY Blended Customer rates is based on the Preservation Power Rate as established in accordance with Section III.A of the PP Service Tariff No.10. The Preservation Power Rate has been established for the period through June 2014. Commencing with the rate year beginning July 2014, and for each rate year thereafter, the Preservation Power Rate is subject to an Annual Adjustment Factor as provided for in Sections V.A.1, V.A.2, V.A.4 and V.B of the PP Service Tariff No.10.

Unless the Authority determines such notice to be impracticable, the Authority will provide the Customer with not less than thirty (30) days written notice of any adjustment of the rates made in accordance with the PRAP.

#### **IV. General Provisions**

##### **A. Character of Service**

Alternating current; sixty cycles, three-phase.

##### **B. Availability of Energy**

1. Subject to Section IV.B.2 of this Service Tariff, the Authority shall provide to the Customer in any Billing Period Firm Energy associated with Firm Power.
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 the Authority's firm power customers served from the Hydro Projects, curtailments in the amount of Firm Power and Firm Energy to which the Customer is entitled as RNY Hydropower under the Agreement will be applied on a pro rata basis to all firm power and firm energy customers served by the Hydro Projects. Reductions as a percentage of the otherwise required firm power and firm energy sales will be the same for all firm power and firm energy customers served by the Hydro Projects. The provision of RNY Market Power, if any, sold to the Customer by the Authority is not subject to curtailment.
3. The Authority will provide Substitute Energy to the Customer to replace the RNY Hydropower that would otherwise have been supplied under this Agreement but for the curtailment. For each kilowatt-hour of Substitute Energy supplied by the Authority, the Customer shall pay the Authority directly for: (a) the market cost of the Substitute Energy; and (b) all costs, including but not limited to any NYISO Charges and Taxes, the Authority incurs in connection with the provision of Substitute Energy.
4. The Authority will give the Customer advance notice of forecasted shortfalls in Firm Power and Firm Energy curtailments which will advise the Customer of the forecasted shortfall of Firm Power and Firm Energy, the period to which the forecast applies (usually a Billing Period), and the Customer's anticipated share of the forecasted shortfall. After the Billing Period to which the notice applies, the Authority will determine after the fact the actual shortfall and make any appropriate adjustments to charges and billings to the Customer in accordance with the rates provided for in this Service Tariff.
5. The Authority is under no obligation to supply and will not supply to the Customer in later Billing Periods any curtailed RNY Hydropower.

##### **C. Delivery of RNY Power**

The Customer's local electric utility shall be responsible for delivering RNY Power to the Customer. The Authority shall have no responsibility for delivering any RNY Power to the Customer.

For the purpose of this Service Tariff, Firm Power and Firm Energy will 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 will not be subject to a billing adjustment pursuant to Section 454.6(d) of the Rules.

#### **D. Billing and Billing Methodology**

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

1. The amount of energy that will be used by the Authority for Customer billing purposes will be determined based on the methodology provided for in any agreements between the Authority and the Customer's local electric utility regarding the delivery of RNY Power.
2. **Billing Demand.** The Billing Demand charged by the Authority to each Customer will be the highest 30-minute integrated demand during each Billing Period recorded on the Customer's meter 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 RNY 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 RNY Power.

#### **E. Rendition and Payment of Bills**

1. The Authority will render bills to the Customer for Electric Service on or before the fifteenth (15<sup>th</sup>) 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 this Agreement, Service Tariff No. RNY-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. Unless otherwise agreed to by the Authority and the Customer in writing, in the event the Customer disputes any item of a bill rendered by Authority, the Customer shall pay such bill in the time provided for by this Agreement, and adjustments, if necessary, will be made thereafter.
5. 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.

**F. Conflicts**

In the event of any inconsistencies, conflicts, or differences between the provisions of this Service Tariff and the Rules, the provisions of the Service Tariff will govern. In the event of any inconsistencies, conflicts or differences between the Service Tariff and any provisions of the Agreement, the provisions of the Agreement will govern.

*Final Editorial Review Not Completed*

**PLEASE COMPLETE**

**Date/Time Due** \_\_\_\_\_

**Services Requested:**

_____ <i>Format</i>	_____ <i>Revisions</i>
_____ <i>Editorial Review</i>	_____ <i>Print</i>

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**NEW YORK POWER AUTHORITY**

Financial Statements

December 31, 2011 and 2010

(With Independent Auditors' Report Thereon)

## NEW YORK POWER AUTHORITY

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## Management Report

Management is responsible for the preparation, integrity and objectivity of the financial statements of the Power Authority of the State of New York (the Authority), as well as all other information contained in the Annual Report. The financial statements have been prepared in conformity with U.S. generally accepted accounting principles 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 as well as testing of all key controls to ensure that the system is functioning as intended. Additionally, as part of its audit of the Authority's 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 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, 2011, 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, appointed by the Governor, by and with the advice and consent of the Senate, are not employees of the Authority. The Trustees' Audit Committee meets with the Authority's management, its 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 Vice President of Internal Audit and the Vice President of Labor Relations & Chief Ethics and Compliance Officer have direct access to the Audit Committee.



Donald A. Russak  
Acting Chief Financial Officer

March 27, 2012

## Independent Auditors' Report

The Board of Trustees  
Power Authority of the State of New York:

We have audited the balance sheets, statements of revenues, expenses, and change in net assets and statements of cash flows of the Power Authority of the State of New York (the Authority) as of and for the years ended December 31, 2010 and 2011. These financial statements are the responsibility of the Authority's management. 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 and the standards for financial statement 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 of material misstatement. An audit includes consideration of internal control 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 control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Authority as of December 31, 2011 and 2010, and the changes in its financial position and its cash flows for the years then ended, in conformity with U.S. generally accepted accounting principles.

In accordance with *Government Auditing Standards*, we have also issued our report dated March \_\_\_\_, 2012 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* and should be considered in assessing the results of our audit.

The accompanying management's discussion and analysis and the schedule of funding progress listed in the accompanying table of contents are not a required part of the basic financial statements but are supplementary information required by U.S. generally accepted accounting principles. We have applied certain limited procedures, which consisted principally of inquiries of management regarding the methods of measurement and presentation of the required supplementary information. However, we did not audit the information and express no opinion on it.

March \_\_, 2012

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(Unaudited)

#### **Overview of the Financial Statements**

This report consists of three parts: management's discussion and analysis, the basic financial statements, and the notes to the financial statements.

The financial statements provide summary information about the New York Power Authority's (Authority) overall financial condition. The notes provide explanation and more details about the contents of the financial statements.

The Authority is considered a special-purpose government entity engaged in business-type activities and follows financial reporting for enterprise funds. The Authority's financial statements are prepared in accordance with generally accepted accounting principles (GAAP) as prescribed by the Governmental Accounting Standards Board (GASB). In accordance with GASB standards, the Authority has elected to comply with all authoritative pronouncements applicable to nongovernmental entities (i.e., Accounting Standards Codification of the Financial Accounting Standards Board) that do not conflict with GASB pronouncements.

#### **Forward Looking Statements**

The statements in this management discussion and analysis (MD&A) that are not historical facts are forward-looking statements based on current expectations of future events and are subject to risks and uncertainties that could cause actual results to differ materially from those expressed or implied by such statements. In addition, we, through our management, from time to time make forward-looking public statements concerning our expected future operations and performance and other developments. All of these forward-looking statements are subject to risks and uncertainties that may change at any time, and, therefore, our actual results may differ materially from those we expected. We therefore caution against placing substantial 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 written or oral forward-looking statements made by us or on our behalf as a result of new information, future events or other factors.

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The following is a summary of the Authority's financial information for 2011, 2010, and 2009:

#### Summary of Revenues, Expenses, and Changes in Net Assets (In millions)

	2011	2010	2009	2011 vs. 2010 favorable (unfavorable)	2010 vs. 2009 favorable (unfavorable)
Operating revenues	\$ 2,655	2,568	2,595	3%	(1)%
Operating expenses:					
Purchased power	854	931	905	8	(3)
Fuel	258	224	366	(15)	39
Wheeling	548	528	436	(4)	(21)
Operations and maintenance	519	443	438	(17)	(1)
Depreciation	194	163	164	(19)	1
Total operating expenses	<u>2,373</u>	<u>2,289</u>	<u>2,309</u>	(4)	1
Operating income	<u>282</u>	<u>279</u>	<u>286</u>	1	(2)
Nonoperating revenues	145	138	132	5	5
Nonoperating expenses	<u>192</u>	<u>236</u>	<u>165</u>	19	(43)
Nonoperating loss	<u>(47)</u>	<u>(98)</u>	<u>(33)</u>	52	(197)
Net income	235	181	253	30	(28)
Contributed capital	59	—	—		
Change in net assets	<u>294</u>	<u>181</u>	<u>253</u>		
Net assets – beginning	<u>3,001</u>	<u>2,820</u>	<u>2,567</u>	6	10
Net assets – ending	<u>\$ 3,295</u>	<u>3,001</u>	<u>2,820</u>	10	6

The following summarizes the Authority's financial performance for the years 2011 and 2010:

The Authority had net income of \$235 million for the year ended December 31, 2011 compared to \$181 million in 2010. This current year increase of \$54 million included higher operating income of \$3 million, higher non-operating revenues of \$7 million and lower non-operating expenses of \$44 million. Operating income was higher primarily due to higher net generation at Niagara resulting in higher energy sales into the New York Independent System Operator (NYISO) market. Large variations in purchased power, fuel and depreciation expenses from year to year were substantially attributable to the operation of the Astoria Energy II generating station (AEII) starting on July 1, 2011. This facility was utilized to serve the New York City (NYC) governmental customers and related cost variations were offset by recoveries through operating revenues. Operations and maintenance expenses increased mainly due to the operation of AEII and the recognition of residential consumer discounts associated with the Recharge New York power program legislation. This legislation provides for the funding of such discounts from the sale of hydro-power withdrawn from investor-owned utilities. Nonoperating expenses were lower in 2011 due to lower voluntary contributions to New York State (\$82 million) partially offset by higher interest expenses (\$38 million) primarily relating to AEII.

Net assets increased by \$294 million in 2011 including contributed capital of \$59 million relating to the contribution of wind farm transmission assets to the Authority.

During 2011, long-term debt decreased by \$145 million, or 10%, primarily due to scheduled maturities, early extinguishments of debt (other than the refunded debt) and cash funding of capital expenditures. Interest expense was \$38 million higher than 2010 primarily due to interest expense on the capitalized lease obligation related to AEII in 2011. During the period 2001 to 2011, the Authority reduced its

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total debt/equity ratio from 1.43 to 0.55. Total debt as of December 31, 2011 (\$1.81 billion) is at its lowest level since December 31, 1975 (\$1.64 billion).

The Authority had net income of \$181 million in the year 2010, compared to \$253 million in 2009. This \$72 million decrease in net income is primarily due to higher nonoperating expenses (\$65 million) as a result of higher voluntary contributions to New York State. Operating income was slightly lower (\$7 million) than the prior year. Lower fuel costs and higher purchased power expenses in 2010 were substantially attributable to changes in resources utilized to serve the Authority's Southeast New York (SENY) Governmental Customers necessitated by the cessation of operations of the Authority's Poletti plant on January 31, 2010. Wheeling expenses increased due to a Con Ed rate increase for delivery service to the SENY Governmental Customers. The majority of these cost variations are offset through revenues as variances are reflected in customer rates. Nonoperating revenues increased by \$6 million in 2010 including an increased mark-to-market adjustment for investments in 2010 due to lower market interest rates partially offset by lower realized investment income.

### Operating Revenues

Operating revenues of \$2,655 million in 2011 were \$87 million or 3% higher than the \$2,568 million in 2010, primarily due to higher market-based sales mainly due to higher generation from the Niagara plant.

### Purchased Power and Fuel

Purchased power costs decreased by 8% in 2011 to \$854 million from \$931 million in 2010, primarily due to lower purchase volumes needed to serve SENY governmental customers as a result of the July 1, 2011 commercial operation date of AEII. Fuel costs were \$34 million (15%) higher during 2011, also primarily due to the July 1, 2011 commercial operation date of AEII which is one of the resources utilized to serve the NYC governmental customers.

### Operations and Maintenance (O&M)

O&M expenses increased by \$76 million or 17% in 2011 to \$519 million primarily due to expenditures relating to transitional discount payments to residential consumers who will no longer receive hydropower allocations (\$42 million); voluntary contributions to New York State relating to the Power for Jobs program (\$14 million); and AEII O&M expense for the period since it started commercial operations on July 1, 2011 (\$13 million).

### Nonoperating Revenues

For 2011, nonoperating revenues increased by \$7 million or 5% due to the \$11 million settlement of the spent nuclear fuel claim against the United States Department of Energy. This increase was partially offset by reduced investment income due to lower average interest rates on investments. Nonoperating revenues for 2011 and 2010 include income recognition of \$72 million for each year resulting from a value sharing agreement relating to the nuclear power plants sold by the Authority to subsidiaries of Entergy Corporation in 2000. See note 11(a), "Nuclear Plant Divestiture," for additional information.

### Nonoperating Expenses

For 2011, nonoperating expenses decreased by \$44 million or 19% primarily due to a decrease of \$82 million in the Authority's voluntary contribution to New York State (\$65 million) that was not related to the Power for Jobs program partially offset by higher interest expenses (\$38 million) primarily related to the capitalized lease obligation recorded for AEII.

### Cash Flows

During 2011, the Authority generated cash flows of \$412 million from operations compared to \$427 million in 2010. Cash flows from operating activities for 2011 were lower than 2010 primarily due to delivery service refunds to SENY customers relating to prior years.

### Net Generation

Net generation for 2011 was 28.1 million megawatt-hours (MWh) compared to the 24.5 million MWh generated in 2010. Net generation from the Niagara (14.6 million MWh) and St. Lawrence (7.3 million MWh) plants were both 10% higher than 2010 as a result of higher water flows. During 2011, net generation was approximately 108% of long-term average and above 2010, which was 98% of long-term

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average. Combined net generation of the fossil fuel plants for 2011 was 6.3 million MWh or 36% higher than 2010 (4.6 million MWh) with the bulk of the 1.7 million MWh increase attributable to the commercial start of AEII (1.5 million MWh).

The following is a summary of the Authority's balance sheets for 2011, 2010, and 2009:

#### Summary Balance Sheets

(In millions)

	2011	2010	2009	2011 vs. 2010	2010 vs. 2009
Current assets	\$ 1,809	1,636	1,396	11%	17%
Capital assets	4,910	3,697	3,711	33	0
Other noncurrent assets	2,316	2,288	2,203	1	4
Total assets	<u>9,035</u>	<u>7,621</u>	<u>7,310</u>	19	4
Current liabilities	\$ 982	938	830	5	13
Long-term liabilities	4,758	3,682	3,660	29	1
Total liabilities	<u>5,740</u>	<u>4,620</u>	<u>4,490</u>	24	3
Net assets	<u>3,295</u>	<u>3,001</u>	<u>2,820</u>	10	6
Total liabilities and net assets	<u>\$ 9,035</u>	<u>7,621</u>	<u>7,310</u>	19	4

The following summarizes the Authority's balance sheet variances for the years 2011 and 2010:

In 2011, current assets increased by \$173 million (11%) to \$1,809 million primarily due to increases in investments (\$127 million) reflecting the investment of cash generated by operations; cash (\$15 million); and deferred outflows (\$31 million). Capital assets increased by \$1,213 million (33%) to \$4,910 million primarily due to the capitalization of lease payments related to AEII (\$1,241 million) in July 2011. Current liabilities increased by \$44 million (5%) to \$982 million primarily due to changes in fair market values related to the Authority's energy commodity hedging transactions (\$31 million) and an increase in short-term debt (\$51 million) relating to the Authority's Energy Services programs offset by a decrease in long-term debt due within one year (\$39 million). Long-term liabilities increased by \$1,076 million (29%) to \$4,758 million primarily due to the capitalized lease obligation relating to AEII (\$1,225 million) and an increase in the nuclear plant decommissioning obligation (\$58 million) offset by decreases in long-term debt resulting from reclassifications to long-term debt due within one year and early termination of debt (\$145 million) and a decrease in liabilities related to risk management activities – derivatives (\$54 million). The increase in the nuclear plant decommissioning obligation reflects the increase in the market value of the decommissioning fund (i.e., the Authority's obligation is limited to no more than the amount in the decommissioning fund and therefore the liability increases or decreases to reflect the fair value of the decommissioning fund). (See note 11(c) for more information on decommissioning.) The changes in net assets for 2011 and 2010 are discussed in the summary of revenues, expenses and changes in net assets in this Management's Discussion and Analysis.

In 2010, current assets increased by \$240 million (17%) to \$1,636 million primarily due to an increase in investments (\$204 million) reflecting the investment of cash generated by operations. Capital assets decreased by \$14 million (0.4%) to \$3,697 million primarily due to annual depreciation (\$163 million) substantially offset by an increase in plant assets which includes Life Extension and Modernization programs at St. Lawrence and Blenheim-Gilboa (B-G) (\$154 million). Other noncurrent assets increased by \$85 million (4%) to \$2,288 million primarily due to an increase in the market value of the nuclear decommissioning fund (\$90 million). Current liabilities increased by \$108 million (13%) to \$938 million primarily due to changes in fair market values related to the Authority's energy commodity hedging transactions (\$65 million) and an increase in short-term debt (\$34 million) relating to the Authority's Energy Services programs. Long-term liabilities increased by \$22 million (1%) to \$3,682 million primarily due to increases in other long-term liabilities (\$140 million) which includes an increase in the nuclear plant decommissioning obligation (\$90 million) offset by decreases in long-term debt resulting from reclassifications to long-term debt due within one year (\$121 million). The increase in the nuclear plant decommissioning obligation reflects the increase in the market value of the decommissioning fund (i.e., the Authority's obligation is limited to no more than the amount in the decommissioning fund and therefore the liability increases or decreases to reflect the fair value

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of the decommissioning fund). (See note 11(c) for more information on decommissioning.) The changes in net assets for 2011 and 2010 are discussed in the summary of revenues, expenses and changes in net assets in this Management's Discussion and Analysis.

**Capital Asset and Long-Term Debt Activity**

The Authority currently estimates that it will expend approximately \$1,020 million for various capital improvements over the five-year period 2012-2016. 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 additional commercial paper notes and/or the issuance of long-term fixed rate debt. Projected capital requirements during this period include (in millions):

## Projects:

Plant Modernization Program (Lewiston Pump Generating Plant, St. Lawrence)	\$	260
MA1 and MA2 Transmission Line		113
Switchyard Modernization Program (St. Lawrence, Niagara, Clark Energy Center)		83
Stator Rewind and Restack Projects (Niagara, St. Lawrence)		55
Relicensing Compliance/Implementation (B-G, Niagara, St. Lawrence)		51
Quick Start Modification Projects (500 MW, SCPP)		39
St. Lawrence Synchronous Condenser Refurbishment		27
500 MW Spare Rotor		22
Replacement of Superstructure Bridges at RMNPP		22
IT Initiatives		20
St. Lawrence Generator Step-up Transformer Replacement		18
Niagara Relay Replacement Program		10
Other (projects less than \$9 million)		300
	\$	<u>1,020</u>

In addition, the Authority's capital plan includes the provision of \$960 million 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.

In June 2010, the Authority's Trustees approved a \$460 million Life Extension and Modernization ("LEM") Program at the Lewiston Pump-Generating Plant. The work to be done includes a major overhaul of the plant's 12 pump turbine generator units. The LEM Program will increase pump and turbine efficiency, operating efficiency, and the peaking capacity of the overall Niagara Project. The Authority intends to file an application with the Federal Energy Regulatory Commission (FERC) for a non-capacity license amendment in connection with the program. The unit work is scheduled to begin in late 2012, with the final unit being 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. 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. The Authority currently expects that the costs associated with the relicensing of the Niagara Project will be at least \$495 million over a period of 50 years, which includes \$50.5 million in administrative costs associated with the relicensing effort and 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. Of the \$495 million, \$218 million has been spent through December 31, 2011.

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.

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More detailed information about the Authority's capital assets is presented in notes 2 and 5 to the financial statements.

**Capital Structure**

	<u>2011</u>	<u>2010</u> (In millions)	<u>2009</u>
Long-term debt:			
Senior:			
Revenue bonds	\$ 1,064	1,111	1,154
Adjustable rate tender notes	115	122	131
Subordinated:			
Commercial paper	173	264	330
Total long-term debt	<u>1,352</u>	<u>1,497</u>	<u>1,615</u>
Net assets	<u>3,295</u>	<u>3,001</u>	<u>2,820</u>
Total capitalization	<u>\$ 4,647</u>	<u>4,498</u>	<u>4,435</u>

In July 2011, the Authority's Trustees authorized the issuance of up to \$341 million of additional revenue bonds for the purpose of refunding certain revenue bonds and commercial paper and/or extendible commercial paper notes. In September 2011, the Authority issued \$108.4 million of Series 2011 A Revenue Bonds (2011 Bonds). The proceeds from the issuance of the 2011 Bonds and cash-on-hand were used to (i) refund \$77.2 million of the Authority's Series 2000 A Revenue Bonds; (ii) defease \$41.7 million of the Authority's Series 2002 A Revenue Bonds; and (iii) pay financing and other costs relating to the issuance of the 2011 Bonds.

During 2011, taking into account the issuance of the 2011 Bonds for the refunding of certain bonds, long-term debt, net of current maturities, decreased by \$145 million primarily due to scheduled maturities, early extinguishments of debt other than the refunded debt and cash funding of capital expenditures.

During 2010, long-term debt, net of current maturities, decreased by \$118 million primarily due to scheduled maturities and cash funding of capital expenditures.

Total Debt to Equity as of December 31, 2011, decreased to .55-to-1 from .65-to-1 as of December 31, 2010. Total debt as of December 31, 2011 (\$1.81 billion) is at its lowest level since December 31, 1975 (\$1.64 billion).

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**Debt Ratings**

	<u>Moody's</u>	<u>Standard &amp; Poor's</u>	<u>Fitch</u>
NYPA's underlying credit ratings:			
Senior debt:			
Long-term debt	Aa2	AA-	AA
Adjustable rate tender notes	Aa2/VMIG1	AA-/A-1+	N/A
Subordinate debt:			
Commercial paper	P-1	A-1	F1+
Municipal bond insurance support ratings:			
Senior debt:			
Series 2007 A, B and C Revenue Bonds due 2013 to 2047	Aa2*	AA-*	AA*
Series 2006 A Revenue Bonds due 2012 to 2020	Aa2*	AA-*	AA*
Series 2003 A Revenue Bonds due 2012 to 2033	Aa2*	AA-*	AA*

The Authority has a \$550 million line of credit with a syndicate of banks supporting the Commercial Paper Notes which line expires January 20, 2014. More detailed information about the Authority's debt is presented in note 6 to the financial statements.

In September 2011, Moody's Investor Service, Inc., Standard & Poor's Rating Service and Fitch Ratings affirmed the Authority's senior and subordinate debt ratings.

In November 2011, S&P downgraded Assured Guaranty Municipal Corp's AA+ rating (formerly Financial Security Assurance Inc.) to AA-. All other bond insurers' ratings are no longer above the Authority's underlying rating and/or are no longer rated. Consequently, the insured bonds carry the Authority's underlying rating denoted by an asterisk (\*) after the rating set forth in the table above.

The impact of the bond insurers' credit downgrades on the market value of the Authority's insured bonds was not discernible because of the Authority's strong underlying ratings.

**Risk Management**

The objective of the Authority's risk management program is to manage the impact of interest rate, energy commodity price and fuel cost volatility on its earnings and cash flows. To achieve these objectives, the Authority's Trustees have authorized the use of various interest rate, energy-price and fuel-price forward instruments for hedging purposes. In addition, the Authority also has a program designed to assess and manage enterprise-wide risk across the Authority.

The Vice President and Chief Risk Officer reports to the Executive Vice President and Chief Financial Officer and is responsible for establishing procedures for identifying, reporting and controlling energy commodity exposure and risk exposure connected with enterprise-wide risk.

On July 21, 2010, President Obama signed into law the Dodd-Frank Wall Street Reform and Consumer Protection Act ("DF Act") which addresses almost every aspect of the financial services industry. Among other things, the DF Act addresses forward interest rate and energy transactions of the type in which the Authority engages, and many of the requirements and processes in this area are expected to be set forth in regulations promulgated by the Commodities Futures Trading Commission in the coming months. Depending on the ultimate resolution of numerous issues, which is uncertain, including whether and to what extent forward transactions are required to be cleared through clearinghouses and/or traded on exchanges with accompanying collateral and/or margin requirements; whether and to what extent forward transactions entered into prior to the enactment of the DF Act are required to be collateralized; and whether and to what extent public power entities such as the Authority are exempted from these requirements, the impact of the DF Act on the Authority's liquidity and/or future risk mitigation activities could be significant. In the event such regulations are applied retroactively to forward positions

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predating the enactment of the DF Act, it could require the Authority to post as much as \$185 million in collateral to maintain its open hedge positions as of July 16, 2012 (the revised, full-implementation date adopted by the CFTC in December 2011). The Authority has sufficient liquidity to post such collateral, if required.

### Economic Conditions

The Authority operates in a competitive and sometimes volatile market environment. Volatility in the energy market has, in previous years, unfavorably impacted the Authority in its role as a buyer and has resulted in higher costs of purchased power and fuel in its NYC Governmental Customer and other market areas. The NYC Governmental Customer market cost situation is mitigated by the cost recovery provisions in the long-term supplemental electricity supply agreements and generation from the Authority's 500-MW plant and AEII. Wholesale electricity prices, which declined towards the 2008 year-end reflecting weaknesses in the economy and in commodity prices, continued at relatively low levels in 2010 and 2011 resulting in lower costs of purchased power and fuel, but also unfavorably impacted the Authority in its role as a seller in the electricity market.

According to the National Bureau of Economic Research, a recession in the United States began in December 2007 and ended in June 2009. However, the economy continues to grow slowly and unemployment is high. Forecasted recovery time for these economic conditions range from a few to many years. In this environment, the Authority has continued to utilize its financial flexibility to support its mission and its customers. In December 2010, the Governor approved long-term contract extensions for the continued supply of low-cost hydropower to more than 100 of Western New York's leading companies. These expansion and replacement power customers, who account for more than 70 percent of the manufacturing jobs in the region, are integral to the area's economy with wide-ranging impacts associated with spinoff jobs, payments to suppliers for goods and services, local tax revenues and financial support of local communities and organizations.

In response to the economic downturn's effects on New York's manufacturing sector, the Authority's Trustees in March 2009 approved execution of an agreement with Alcoa, Inc. to provide temporary relief from certain power sales contract provisions relating to the temporary shutdown of one of its two smelters served by the Authority in Massena, New York, including allowing Alcoa to release back to the Authority certain hydropower allocated to it, temporary waivers of certain minimum bill and employment thresholds, and entry into arrangements with the Authority for inclusion of a portion of Alcoa's load in the NYISO's demand response programs. In addition, in May 2009, the Authority's Trustees authorized a temporary program whereby up to \$10 million would be utilized to provide electric bill discounts for up to a year to businesses located in Jefferson, St. Lawrence, and Franklin counties. These counties constitute the geographic region served by the Authority's Preservation Power program. The source of the \$10 million was the net margin resulting from the sale of a portion of Alcoa's currently unused Preservation Power allocation into the NYISO markets. In September 2010, the Authority's Trustees approved extension of the electric bill discount program for the lesser of one year or the duration of the temporary curtailment of operations at the affected Alcoa facility. During the first quarter of 2011, Alcoa restarted the temporarily curtailed facility and the associated bill discount program ceased shortly thereafter.

In March 2009, the Authority's Trustees approved the deferral for recovery in the future of a proposed hydropower rate increase for the Authority's municipal electric and rural cooperative customers, neighboring state municipal customers, upstate investor-owned utilities, and certain other customers that was scheduled to go into effect on May 1, 2009; and in August 2010, the Authority announced an extension of such deferral through the end of 2010. In November 2011, the Authority's Trustees approved a 41-month rate plan providing for certain phased-in increases to these rates and the Trustees also approved commencement of rate recovery of the deferred amount. Further, in March 2009, the Authority also suspended the application of two annual, contractually-indexed hydropower rate increases for its Replacement Power, Expansion Power, and certain other industrial customers that were scheduled to go into effect on May 1, 2009 and May 1, 2010, respectively, totaling approximately \$6.9 million. The Authority's Trustees in July 2011 approved the reinstatement of these indexed rate adjustments, resulting in an increase in these rates effective September 1, 2011 in the annualized amount of approximately \$5.3 million.

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 State legislation (generally budget legislation), and (ii) satisfy the requirements of the Authority's 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

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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.

Legislation enacted into law, as part of the 2000-2001 State budget, as amended in subsequent years, 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 Power for Jobs (PFJ) Program and for other purposes as well. Beginning December 2002 through January 2012, the Authority has made voluntary contributions to the State of \$469 million in connection with the Power for Jobs Program with another \$6 million authorized for payment in the first quarter of 2012, and an additional \$402 million unrelated to the Power for Jobs Program. The 2011 (\$65 million) and the 2010 (\$147 million) contributions to the State which are not related to the PFJ Program were recorded as nonoperating expenses and classified as contributions to New York State in the 2011 and 2010 statements of revenues, expenses and changes in net assets, respectively. The \$60 million paid in January 2012 will be reported as a nonoperating expense in the 2012 financial statements. In the Governor's proposed budget for State Fiscal Year 2012-2013, released in January 2012, it is proposed that the Authority be authorized to make an additional voluntary contribution of up to \$65 million unrelated to the Power for Jobs Program during such fiscal year. The proposed budget has not yet been enacted into law. Such contributions will only be made if approved by the Authority's Trustees as feasible and advisable at that time. See notes 12(a) and 12(g), "Recharge New York Power Program," for a discussion of recent legislative activity involving the State Fiscal Year 2012-2013 budget, the PFJ Program, and related matters.

By budget legislation enacted in February 2009, the Authority was further authorized to make certain temporary asset transfers to the State of reserve funds. Pursuant to the terms of a Memorandum of Understanding dated February 2009 (MOU) between the State, acting by and through the Director of Budget of the State, and the Authority, the Authority agreed to transfer \$215 million associated with its Spent Nuclear Fuel Reserves (Asset B) by the end of State Fiscal Year 2008-2009. The Spent Nuclear Fuel Reserves are funds that have been set aside for the liability to the federal government sometime in the future when the federal government accepts the spent nuclear fuel for permanent storage. 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 during State Fiscal Year 2009-2010 \$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. Both transfers were approved by the Authority's Trustees and made in 2009.

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 would be 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 monies 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 were established.

The Authority classified the transfers of Asset A and Asset B (\$318 million) as a long-term loan receivable. In lieu of interest payments, the State 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 will be 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 will be waived from April 1, 2011 to March 31, 2017. These payments would have been approximately \$8 million per year but the waiver will be limited to a maximum of \$43 million for the period. The present value of the waivers approximates the present value of the lost interest income on the transferred reserve funds.

### Contacting the Authority

This financial report is designed to provide our customers and other interest 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.

## NEW YORK POWER AUTHORITY

## Balance Sheets

December 31, 2011 and 2010

(In millions)

<b>Assets and Deferred Outflows</b>	<b>2011</b>	<b>2010</b>
Current assets and deferred outflows:		
Cash and cash equivalents	\$ 65	50
Investment in securities	1,159	1,032
Interest receivable on investments	6	6
Accounts receivable	190	212
Materials and supplies:		
Plant and general	80	75
Fuel	23	15
Miscellaneous receivables and other	169	160
Deferred outflows	117	86
Total current assets	<u>1,809</u>	<u>1,636</u>
Noncurrent assets and deferred outflows:		
Restricted funds:		
Cash and cash equivalents	20	20
Investment in securities	1,147	1,096
Total restricted funds	<u>1,167</u>	<u>1,116</u>
Capital funds:		
Cash and cash equivalents	5	17
Investment in securities	93	130
Total capital funds	<u>98</u>	<u>147</u>
Capital assets:		
Capital assets not being depreciated	288	273
Capital assets, net of accumulated depreciation	4,622	3,424
Total capital assets	<u>4,910</u>	<u>3,697</u>
Other noncurrent assets and deferred outflows:		
Unamortized debt expense	13	15
Regulatory assets - risk management activities	34	34
Due from New York State	318	318
Deferred charges, long-term receivables and other	541	445
Notes receivable – nuclear plant sale	53	68
Deferred outflows	92	145
Total other noncurrent assets	<u>1,051</u>	<u>1,025</u>
Total noncurrent assets	<u>7,226</u>	<u>5,985</u>
Total assets	<u>\$ 9,035</u>	<u>7,621</u>

## NEW YORK POWER AUTHORITY

## Balance Sheets

December 31, 2011 and 2010

(In millions)

<b>Liabilities and Net Assets</b>	<b>2011</b>	<b>2010</b>
Current liabilities:		
Accounts payable and accrued liabilities	\$ 404	408
Short-term debt	374	323
Long-term debt due within one year	82	121
Capital lease obligation due within one year	5	—
Risk management activities - derivatives	117	86
Total current liabilities	<u>982</u>	<u>938</u>
Noncurrent liabilities:		
Long-term debt:		
Senior:		
Revenue bonds	1,064	1,111
Adjustable rate tender notes	115	122
Subordinated:		
Commercial paper	173	264
Total long-term debt	<u>1,352</u>	<u>1,497</u>
Other noncurrent liabilities:		
Capital lease obligation	1,225	—
Liability to decommission divested nuclear facilities	1,090	1,032
Disposal of spent nuclear fuel	216	216
Relicensing	329	335
Deferred credits and other	414	416
Risk management activities - derivatives	132	186
Total other noncurrent liabilities	<u>3,406</u>	<u>2,185</u>
Total noncurrent liabilities	<u>4,758</u>	<u>3,682</u>
Total liabilities	<u>5,740</u>	<u>4,620</u>
Net assets:		
Invested in capital assets, net of related debt	1,821	1,748
Restricted	32	34
Unrestricted	1,442	1,219
Total net assets	<u>3,295</u>	<u>3,001</u>
Total liabilities and net assets	<u>\$ 9,035</u>	<u>7,621</u>

See accompanying notes to financial statements.

## NEW YORK POWER AUTHORITY

## Statements of Revenues, Expenses, and Changes in Net Assets

Years ended December 31, 2011 and 2010

(In millions)

	<u>2011</u>	<u>2010</u>
Operating revenues:		
Power sales	\$ 1,960	1,889
Transmission charges	147	151
Wheeling charges	548	528
Total operating revenues	<u>2,655</u>	<u>2,568</u>
Operating expenses:		
Purchased power	854	931
Fuel oil and gas	258	224
Wheeling	548	528
Operations	420	350
Maintenance	99	93
Depreciation	194	163
Total operating expenses	<u>2,373</u>	<u>2,289</u>
Operating income	<u>282</u>	<u>279</u>
Nonoperating revenues and expenses:		
Nonoperating revenues:		
Investment income	37	41
Other income	108	97
Total nonoperating revenues	<u>145</u>	<u>138</u>
Nonoperating expenses:		
Contributions to New York State	65	147
Interest on long-term debt	71	75
Interest - other	63	21
Interest capitalized	(4)	(4)
Amortization of debt premium	(3)	(3)
Total nonoperating expenses	<u>192</u>	<u>236</u>
Nonoperating loss	<u>(47)</u>	<u>(98)</u>
Net income before contributed capital	235	181
Contributed capital - Wind farm transmission assets	59	—
Change in net assets	294	181
Net assets at January 1	<u>3,001</u>	<u>2,820</u>
Net assets at December 31	<u>\$ 3,295</u>	<u>3,001</u>

See accompanying notes to financial statements.

**NEW YORK POWER AUTHORITY**  
 Statements of Cash Flows  
 Years ended December 31, 2011 and 2010  
 (In millions)

	<u>2011</u>	<u>2010</u>
Cash flows from operating activities:		
Received from customers for the sale of power, transmission and wheeling	\$ 2,672	2,531
Disbursements for:		
Purchased power	(849)	(930)
Fuel oil and gas	(272)	(213)
Wheeling of power by other utilities	(581)	(512)
Operations and maintenance	(558)	(449)
Net cash provided by operating activities	<u>412</u>	<u>427</u>
Cash flows from capital and related financing activities:		
Issuance of series 2011 A bonds	108	—
Earnings received on capital fund investments	3	4
Issuance of commercial paper	3	4
Repayment of notes	(8)	(8)
Retirement of bonds	(118)	(40)
Defeasance of series 2002 A bonds	(42)	—
Repayment of commercial paper	(135)	(80)
Gross additions to capital assets	(109)	(80)
Sale of Tri-Lakes transmission assets	33	—
Interest paid, net	(70)	(74)
Net cash used in capital and related financing activities	<u>(335)</u>	<u>(274)</u>
Cash flows from noncapital – related financing activities:		
Energy conservation program payments received from participants	112	123
Energy conservation program costs	(176)	(139)
Issuance of commercial paper	163	159
Repayment of commercial paper	(113)	(125)
Interest paid on commercial paper	(1)	(1)
Contribution to OPEB trust fund	(40)	—
Contributions to New York State	(73)	(160)
DOE settlement	11	—
Entergy value sharing agreement	72	72
Entergy notes receivable	30	30
Net cash used in noncapital – related financing activities	<u>(15)</u>	<u>(41)</u>
Cash flows from investing activities:		
Earning received on investments	24	28
Purchase of investment securities	(7,728)	(5,852)
Sale of investment securities	7,645	5,682
Net cash used in investing activities	<u>(59)</u>	<u>(142)</u>
Net increase (decrease) in cash	3	(30)
Cash and cash equivalents, January 1	<u>87</u>	<u>117</u>
Cash and cash equivalents, December 31	<u>\$ 90</u>	<u>87</u>
Reconciliation to net cash provided by operating activities:		
Operating income	\$ 282	279
Adjustments to reconcile operating income to net cash provided by operating activities:		
Provision for depreciation	194	163
Change in assets and liabilities:		
Net decrease in prepayments and other	12	1
Net decrease/(increase) in receivables and inventory	9	(15)
Net decrease in accounts payable and accrued liabilities	(85)	(1)
Net cash provided by operating activities	<u>\$ 412</u>	<u>427</u>
<b>Supplemental disclosures for noncash transactions:</b>		
New capital lease/ debt agreements	<u>\$ 1,225</u>	<u>—</u>

See accompanying notes to financial statements.

## NEW YORK POWER AUTHORITY

### Notes to Financial Statements

December 31, 2011 and 2010

#### (1) General

The Power Authority of the State of New York (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 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 Authority generates, transmits and sells electricity principally at wholesale. The Authority's primary customers are municipal and rural cooperative electric systems, investor-owned utilities, high-load-factor industries and other businesses, various public corporations located within the metropolitan area of New York City, including The City of New York, and certain out-of-state customers.

The Authority's Trustees are appointed by the Governor of the State, with the advice and consent of the State Senate. The 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 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. However, pursuant to the Clean Water/Clean Air Bond Act of 1996 (Bond Act), the Authority administers a Clean Air for Schools Projects program, for which \$125 million in Bond Act monies have been allocated for effectuation of such program. Also, in accordance with legislation enacted in 2006, the Authority was appropriated \$25 million to implement the Lower Manhattan Energy Independence Initiative involving certain clean energy and energy efficiency measures. Under the criteria set forth in Governmental Accounting Standards Board (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.

Income of the Authority and properties acquired by it for its projects are exempt from taxation. However, the Authority is authorized by Chapter 908 of the Laws of 1972 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.

#### (2) Summary of Significant Accounting Policies

The Authority's significant accounting policies include the following:

##### (a) General

The Authority complies with all applicable pronouncements of the GASB. In accordance with GAS No. 20, *Accounting and Financial Reporting for Proprietary Funds and Other Governmental Entities That Use Proprietary Fund Accounting*, the Authority also has elected to comply with 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. The Authority also applies the standard that allows utilities to capitalize or defer certain costs or revenues based on management's ongoing assessment that it is probable these items will be recovered or reflected in the rates charged for electricity. The operations of the Authority are presented as an enterprise fund following the accrual basis of accounting in order to recognize the flow of economic resources. Under this basis, revenues are recognized in the period in which they are earned and expenses are recognized in the period in which they are incurred.

##### (b) Accounting for the Effects of Rate Regulation

The Authority is subject to the provisions of ASC Topic 980, Regulated Operations (FAS No. 71, Accounting for the Effects of Certain Types of Regulation). These provisions recognize the economic ability of regulators, through the ratemaking process, to create future economic benefits and obligations affecting rate-regulated companies. 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 probable future reductions in revenues associated with amounts that are expected to be refunded to customers through the ratemaking process.

## NEW YORK POWER AUTHORITY

### Notes to Financial Statements

December 31, 2011 and 2010

In order for a rate-regulated entity to continue to apply the provisions of ASC Topic 980, it must continue to meet the following three criteria: (1) the enterprise's rates for regulated services provided to its customers must be established by an independent third-party regulator or its own governing board empowered by a statute to establish rates that bind customers; (2) the regulated rates must be designed to recover the specific enterprise's costs of providing the regulated services; and (3) in view of the demand for the regulated services and the level of competition, it is reasonable to assume that rates set at levels that will recover the enterprise's costs can be charged to and collected from customers.

Based upon the Authority's evaluation of the three criteria discussed above in relation to its operations, and the effect of competition on its ability to recover its costs, the Authority believes that the provisions of ASC Topic 980 continue to apply.

**(c) Estimates**

The preparation of 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 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, 2011 and 2010 expressed as a percentage of average depreciable capital assets on an annual basis are:

	Average depreciation rate	
	2011	2010
Type of plant:		
Production:		
Hydro	2.0%	1.9%
Gas turbine/combined cycle	3.2	3.5
Transmission	2.4	2.6
General	3.7	3.3
	2.8%	2.7%

**(e) Asset Retirement Obligation**

The Authority applies the applicable provisions of ASC Topic 410 Asset Retirement and Environmental Obligations (FAS No. 143, Accounting for Asset Retirement 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 this asset. 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.

## NEW YORK POWER AUTHORITY

### Notes to Financial Statements

December 31, 2011 and 2010

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, 2011 or 2010.

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 ASC Topic 980. The balances of these other cost of removal obligations as of December 31, 2011 and 2010 were approximately \$235 million and \$228 million, respectively, and are recorded in other noncurrent liabilities on the balance sheets.

Asset retirement obligations (ARO) and cost of removal obligation amounts included in other noncurrent liabilities are as follows:

	ARO amounts	Cost of removal obligation
(In millions)		
Balance – December 31, 2010	\$ 22	228
Depreciation expense	—	7
	22	235
Balance – December 31, 2011	\$ 22	235

**(f) Long Lived Assets**

The Authority applies GAS No. 42, *Accounting and Financial Reporting for Impairment of Capital Assets and for Insurance Recoveries*, which states that asset impairments are generally recognized only when the service utility of an asset is reduced or physically impaired.

GAS No. 42 states that asset impairment is a significant, unexpected decline in the service utility of a capital asset. The service utility of a capital asset is the usable capacity that at acquisition was expected to be used to provide service, as distinguished from the level of utilization which is the portion of the usable capacity currently being used. Decreases in utilization and existence of or increases in surplus capacity that are not associated with a decline in service utility are not considered to be impairments.

**(g) Cash, Cash Equivalents and Investments**

Cash includes cash and cash equivalents and short-term investments with maturities, when purchased, of three months or less. The Authority accounts for investments at their fair value. Fair value is determined using quoted market prices. Investment income includes changes in the fair value of these investments. Realized and unrealized gains and losses on investments are recognized as investment income in accordance with GAS No. 31, *Accounting and Financial Reporting for Certain Investments and for External Investment Pools*.

**(h) Derivative Instruments**

The Authority uses financial derivative instruments to manage the impact of interest rate, energy price and fuel cost changes on its earnings and cash flows. The Authority recognizes the fair value of all derivative instruments as either an asset or liability on its balance sheets 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.

**(i) Accounts Receivable**

Accounts receivable are classified as current assets and are reported net of an allowance for uncollectible amounts.

## NEW YORK POWER AUTHORITY

### Notes to Financial Statements

December 31, 2011 and 2010

**(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) Deferred Charges**

At December 31, 2011 and 2010, deferred charges include \$141 million and \$146 million, respectively, of energy services program costs. These deferred costs will be recovered from certain customers through the terms of contracts.

**(l) Deferred 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*.

**(m) Compensated Absences**

The Authority accrues the cost of unused sick leave which is payable upon the retirement of its employees. The current year's cost is accounted for as a current operating expense in the statement of revenues, expenses, and changes in net assets and in other noncurrent liabilities on the balance sheets.

**(n) Net Assets**

Net Assets represent the difference between assets and liabilities and are classified into three categories:

- a. Investment in Capital Assets, Net of Related Debt – This reflects the net assets of the Authority that are invested in capital assets, net of related debt and accounts. This indicates that these assets are not accessible for other purposes.
- b. Restricted Net Assets – This represents the net assets that are not accessible for general use because their use is subject to restrictions enforceable by third parties.
- c. Unrestricted Net Assets – This represents the net assets that are available for general use.

Restricted and unrestricted resources are utilized, as applicable, by the Authority for their respective purposes.

**(o) Revenues**

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 incurred for the transmission of power over transmission lines owned by other utilities. Sales and purchases of power between the Authority's facilities are eliminated from revenues and operating expenses. Energy costs are charged to expense as incurred. Sales to the Authority's five (5) largest customers (three governmental customers and two investor-owned utilities) operating in the State accounted for approximately 53% and 53% of the Authority's operating revenues in 2011 and 2010, respectively. The Authority distinguishes operating revenues and expenses from nonoperating items in the preparation of its financial statements. The principal operating revenues are generated from the sale, transmission, and wheeling of power. The Authority's operating expenses include fuel, operations and maintenance, depreciation, purchased power costs, and other expenses related to the sale of power. All revenues and expenses not meeting this definition are reported as nonoperating income and expenses.

**(p) Reclassifications**

Certain prior year amounts have been reclassified to conform with the current year's presentation. These reclassifications had no effect on net income and changes in net assets.

**(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

## NEW YORK POWER AUTHORITY

### Notes to Financial Statements

December 31, 2011 and 2010

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 there for (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. The Authority has periodically reacquired revenue bonds when available at favorable prices.

#### (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) and AAA by Standard & Poor's (S&P) and Fitch Ratings (Fitch).

##### (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, 2011, \$337 million (14%), \$188 million (8%) and \$575 million (23%) of the Authority's investments were in securities of Federal Home Loan Bank (FHLB), Federal Farm Credit Bank (FFCB) and Federal National Mortgage Association (FNMA or Fannie Mae), respectively.

##### (d) Decommissioning Fund

The Decommissioning Trust Fund is managed by external investment portfolio managers. Under the Decommissioning Agreements (see note 11), the Authority will make no further contributions to the Decommissioning Funds. The

## NEW YORK POWER AUTHORITY

### Notes to Financial Statements

December 31, 2011 and 2010

Authority's decommissioning responsibility will not exceed the amounts in each of the Decommissioning Funds. Therefore, the Authority's obligation is not affected by various risks which include credit risk, interest rate risk, and concentration of credit risk. In addition, the Decommissioning Trust Fund is not held within the Trust Estate of the Bond Resolution and therefore is administered under separate investment guidelines from those of the Authority or New York State.

**(e) Other**

All investments are held by designated custodians in the name of the Authority. At December 31, 2011 and 2010, the Authority had investments in repurchase agreements of \$48 million and \$50 million, respectively. The bank balances were \$52 million and \$29 million, respectively, of which \$51 million and \$28 million, respectively, were uninsured, but were collateralized by assets held by the bank in the name of the Authority.

Cash and Investments of the Authority at December 31, 2011 and 2010, are as follows:

December 31, 2011	Total	Total restricted	Decommiss- ioning Trust Fund	Restricted POCR and CAS projects and other (In millions)	ART note debt reserve	Capital fund	Unrestricted
Cash and investments:							
Cash and cash equivalents	\$ 90	20	—	20	—	5	65
U.S. government:							
GNMA	19	—	—	—	—	—	19
	19	—	—	—	—	—	19
Other debt securities:							
FNMA	575	5	—	—	5	6	564
FHLMC	78	36	—	36	—	9	33
FHLB	337	9	—	—	9	15	313
FFCB	188	—	—	—	—	33	155
All other	112	7	—	—	7	30	75
	1,290	57	—	36	21	93	1,140
Portfolio Manager	1,090	1,090	1,090	—	—	—	—
Total investments	2,399	1,147	1,090	36	21	93	1,159
	\$ 2,489	1,167	1,090	56	21	98	1,224
Summary of maturities (years):							
0 – 1	\$ 374	56	—	56	—	53	265
1 – 5	924	21	—	—	21	31	872
5 – 10	37	—	—	—	—	—	37
10+	64	—	—	—	—	14	50
Portfolio manager	1,090	1,090	1,090	—	—	—	—
	\$ 2,489	1,167	1,090	56	21	98	1,224

Petroleum Overcharge Restitution (POCR) Funds and Clean Air for Schools (CAS) Projects 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

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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 to date, took place from 1996 to 2009. The POCR funds are included in restricted funds in the balance sheets. The funds are held in a separate escrow account until they are utilized.

The New York State Clean Water/Clean Air Bond Act of 1996 made available \$125 million for Clean Air for Schools Projects (CAS Projects) for elementary, middle and secondary schools, with the Authority authorized to undertake implementation of the CAS Projects program. The CAS Projects are designed to improve air quality for schools and include, but are not limited to, projects that replace coal-fired furnaces and heating systems with furnaces and systems fueled with oil or gas. The conversion of the last 6 of 80 schools was in process as of December 31, 2011. As of December 31, 2011, restricted funds include the POCR fund (\$14 million), the CAS Projects fund (\$9 million), the Lower Manhattan Energy Independence Initiative fund (\$13 million) and the Fish & Wildlife Habitat Enhancement fund related to the Niagara relicensing costs (\$17 million).

As of December 31, 2010, restricted funds include the POCR fund (\$16 million), the CAS Projects fund (\$10 million), the Lower Manhattan Energy Independence Initiative fund (\$18 million) and the Fish & Wildlife Habitat Enhancement fund related to the Niagara relicensing costs (\$17 million).

<u>December 31, 2010</u>	<u>Total</u>	<u>Total restricted</u>	<u>Decommiss- ioning Trust Fund</u>	<u>Restricted POCR and CAS projects and other (In millions)</u>	<u>ART note debt reserve</u>	<u>Capital fund</u>	<u>Unrestricted</u>
Cash and investments:							
Cash and cash equivalents	\$ 87	20	—	20	—	17	50
U.S. government:							
Treasury bills	43	43	—	43	—	—	—
GNMA	38	—	—	—	—	—	38
	<u>81</u>	<u>43</u>	<u>—</u>	<u>43</u>	<u>—</u>	<u>—</u>	<u>38</u>
Other debt securities:							
FNMA	232	5	—	—	5	22	205
FHLMC	158	—	—	—	—	6	152
FHLB	371	5	—	—	5	6	360
FFCB	266	4	—	—	4	54	208
All other	118	7	—	—	7	42	69
	<u>1,145</u>	<u>21</u>	<u>—</u>	<u>—</u>	<u>21</u>	<u>130</u>	<u>994</u>
Portfolio Manager	<u>1,032</u>	<u>1,032</u>	<u>1,032</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
Total investments	<u>2,258</u>	<u>1,096</u>	<u>1,032</u>	<u>43</u>	<u>21</u>	<u>130</u>	<u>1,032</u>
	<u>\$ 2,345</u>	<u>1,116</u>	<u>1,032</u>	<u>63</u>	<u>21</u>	<u>147</u>	<u>1,082</u>
Summary of maturities (years):							
0 – 1	\$ 317	63	—	63	—	47	207
1 – 5	826	21	—	—	21	74	731
5 – 10	69	—	—	—	—	—	69
10+	101	—	—	—	—	26	75
Portfolio manager	<u>1,032</u>	<u>1,032</u>	<u>1,032</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
	<u>\$ 2,345</u>	<u>1,116</u>	<u>1,032</u>	<u>63</u>	<u>21</u>	<u>147</u>	<u>1,082</u>

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## (5) Capital Assets

The following schedule summarizes the capital assets activity of the Authority for the year ended December 31, 2011:

	<u>Beginning balance</u>	<u>Additions</u>	<u>Deletions/ Transfers</u>	<u>Ending balance</u>
	(Amounts in millions)			
Capital assets, not being depreciated:				
Land	\$ 148	6	—	154
Construction in progress	125	132	(123)	134
Total capital assets not being depreciated	<u>273</u>	<u>138</u>	<u>(123)</u>	<u>288</u>
Capital assets, being depreciated:				
Production – Steam	437	—	—	437
Production – Hydro	1,749	50	(3)	1,796
Production – Gas turbine/combined cycle	1,248	1,166	—	2,414
Transmission	1,785	157	(33)	1,909
General	1,070	46	(3)	1,113
Total capital assets being depreciated	<u>6,289</u>	<u>1,419</u>	<u>(39)</u>	<u>7,669</u>
Less accumulated depreciation for:				
Production – Steam	436	—	—	436
Production – Hydro	628	32	(3)	657
Production – Gas turbine/combined cycle	497	74	—	571
Transmission	951	44	(2)	993
General	353	40	(3)	390
Total accumulated depreciation	<u>2,865</u>	<u>190</u>	<u>(8)</u>	<u>3,047</u>
Net value of capital assets, being depreciated	<u>3,424</u>	<u>1,229</u>	<u>(31)</u>	<u>4,622</u>
Net value of all capital assets	<u>\$ 3,697</u>	<u>1,367</u>	<u>(154)</u>	<u>4,910</u>

**Wind Farm Transmission Assets**

The Authority is allowing three Wind Farm power facilities to interconnect to its bulk transmission system between the Willis and Plattsburgh 230 kv substations. Noble Ellenburg Wind Park LLC, the wind farm developers, transferred title to three substations

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(valued at \$59 million) to the Authority in order for the Authority to maintain reliability standards and control of its bulk transmission system. The transfer was accounted for as a capital contribution.

The following schedule summarizes the capital assets activity of the Authority for the year ended December 31, 2010:

	<u>Beginning balance</u>	<u>Additions</u>	<u>Deletions/ Transfers</u>	<u>Ending balance</u>
	(Amounts in millions)			
Capital assets, not being depreciated:				
Land	\$ 148	—	—	148
Construction in progress	144	149	(168)	125
Total capital assets not being depreciated	<u>292</u>	<u>149</u>	<u>(168)</u>	<u>273</u>
Capital assets, being depreciated:				
Production – Steam	437	—	—	437
Production – Hydro	1,689	74	(14)	1,749
Production – Gas turbine/combined cycle	1,236	12	—	1,248
Transmission	1,749	47	(11)	1,785
General	1,037	35	(2)	1,070
Total capital assets being depreciated	<u>6,148</u>	<u>168</u>	<u>(27)</u>	<u>6,289</u>
Less accumulated depreciation for:				
Production – Steam	436	—	—	436
Production – Hydro	614	28	(14)	628
Production – Gas turbine/combined cycle	448	49	—	497
Transmission	910	42	(1)	951
General	321	34	(2)	353
Total accumulated depreciation	<u>2,729</u>	<u>153</u>	<u>(17)</u>	<u>2,865</u>
Net value of capital assets, being depreciated	<u>3,419</u>	<u>15</u>	<u>(10)</u>	<u>3,424</u>
Net value of all capital assets	<u>\$ 3,711</u>	<u>164</u>	<u>(178)</u>	<u>3,697</u>

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## (6) Long-Term Debt

## (a) Components

	Amount		Interest rate	Maturity	Earliest redemption date prior to maturity
	2011	2010			
	(In millions)				
Senior debt:					
Revenue Bonds (Tax-Exempt):					
Series 2000 A Revenue Bonds:					
Term Bonds	\$ —	10	5.25%	Refunded	Refunded
Term Bonds	—	67	5.25%	11/15/2011	11/15/2011
Series 2002 A Revenue Bonds:					
Serial Bonds	53	120	3.375% to 5.00%	11/15/2012 to 2013 **	N/A
Series 2006 A Revenue Bonds:					
Serial Bonds	123	134	3.5% to 5.0%	11/15/2012 to 2020	11/15/2015
Series 2007 A Revenue Bonds:					
Term Bonds	82	82	4.5% to 5.0%	11/15/2047	11/15/2017
Series 2007 C Revenue Bonds:					
Serial Bonds	264	264	4.0% to 5.0%	11/15/2014 to 2021	11/15/2017
Series 2011 A Revenue Bonds:					
Serial Bonds	69	—	2.0% to 5.0%	11/15/2012 to 2031 *	11/15/2021
Term Bonds	39	—	4.0% to 5.0%	11/15/2032 to 2038	11/15/2021
Revenue Bonds (Taxable):					
Series 2003 A Revenue Bonds:					
Serial Bonds	10	14	4.67% to 4.83%	11/15/2012 to 2013	Any date
Term Bonds	186	186	5.230% to 5.749%	11/15/2018 to 2033	Any date
Series 2007 B Revenue Bonds:					
Serial Bonds	18	18	5.253% to 5.603%	11/15/2013 to 2017	Any date
Term Bonds	239	239	5.905% to 5.985%	11/15/2037 and 2043	Any date
	1,083	1,134			
Plus unamortized premium and discount	34	21			
Less deferred refinancing costs	10	4			
	1,107	1,151			
Less due in one year	43	40			
	\$ 1,064	1,111			

\* \$26.4 million due 2022 is non-callable.

\*\* Principal due 2014 - 2022 defeased in November 2011.

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	Amount		Interest rate	Maturity	Earliest redemption date prior to maturity
	2011	2010			
	(In millions)				
Adjustable Rate Tender Notes:					
2016 Notes	\$ 48	55	0.19%	3/1/2016	Any adjustment date
2020 Notes	75	75	0.19%	3/1/2020	Same as above
	123	130			
Less due in one year	8	8			
	115	122			
Subordinate debt:					
Commercial Paper:					
EMCP (Series 1)	78	141	0.18%	2012 to 2023	
CP (Series 2)	82	128	0.16%	2012 to 2015	
CP (Series 3)	44	68	0.22%	2012 to 2021	
	204	337			
Less due within one year	31	73			
	173	264			
Total Long-term debt	1,434	1,618			
Less due within one year	82	121			
Long-term debt, net of due in one year	\$ 1,352	1,497			

Interest on Series 2003 A and 2007 B Revenue Bonds is not excluded from gross income for bondholders' Federal income tax purposes.

### Senior Debt

As indicated in note 3, "Bond Resolution," the Authority has pledged future revenues to service the Obligations and Parity Debt (Senior Debt) issued under the Bond Resolution. Annual principal and interest payments on the Senior Debt are expected to require less than 35% of operating income plus depreciation. The total principal and interest remaining to be paid on the Senior Debt is \$2.0 billion. Principal and interest paid for 2011 and operating income plus depreciation were \$108 million and \$476 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 above, at principal amount or at various redemption prices according to the date of redemption, together with accrued interest to the redemption date.

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In July 2011, the Authority's Trustees authorized the issuance of up to \$341 million of additional revenue bonds for the purpose of refunding certain revenue bonds and commercial paper and/or extendible commercial paper notes. In September 2011, the Authority issued \$108.4 million of Series 2011 A Revenue Bonds (2011 Bonds). The proceeds from the issuance of the 2011 Bonds and cash-on-hand were used to (i) refund \$77.2 million of the Authority's Series 2000 A Revenue Bonds; (ii) defease \$41.7 million of the Authority's Series 2002 A Revenue Bonds; and (iii) pay financing and other costs relating to the issuance of the 2011 Bonds.

In prior years, the Authority defeased certain revenue bonds and general purpose bonds by placing the proceeds of new bonds in an irrevocable trust to provide for all future debt service payments on the old bonds. Accordingly, the trust account assets and the liability for the defeased bonds are not included in the Authority's financial statements. At December 31, 2011 and 2010, \$310 million and \$268 million, respectively, of outstanding bonds were considered defeased.

The Adjustable Rate Tender Notes may be tendered to the Authority by the holders on any adjustment date. The rate adjustment dates are March 1 and September 1. The Authority has entered into a revolving credit agreement (Agreement) with The Bank of Nova Scotia to provide a supporting line of credit. Under the Agreement, which terminates on September 1, 2015, the Authority may borrow up to \$123 million for the purpose of repaying, redeeming or purchasing the Notes. The Agreement provides for interest on outstanding borrowings (none outstanding at December 31, 2011 or 2010) at either (i) the Federal Funds Rate plus a percentage, or (ii) a rate based on the London Interbank Offered Rate (LIBOR) plus a percentage. The Authority expects that it will be able to renew or replace this Agreement as necessary. In accordance with the Adjustable Rate Tender Note Resolution, a Note Debt Service Reserve account has been established in the amount of \$20 million. See note 8 for the Authority's risk management program relating to interest rates.

At December 31, 2011 and 2010, the current market value of the senior debt was approximately \$1.347 billion and \$1.294 billion, respectively. Market values were obtained from a third party that utilized a matrix-pricing model.

#### **Subordinate Debt – 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).

The proceeds of the Series 2 and 3 Commercial Paper Notes (CP Notes) were used to refund General Purpose Bonds and for other corporate purposes. 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 Series 2 and 3 CP Notes and the EMCP Notes as they mature so that their ultimate maturity dates will range from 2012 to 2023, as indicated in the table above.

The Authority has a line of credit under a 2011 revolving credit agreement (the 2011 RCA) to provide liquidity support for the Series 1-3 CP Notes, with a syndicate of banks, providing \$550 million for such CP Notes until January 20, 2014, which succeeded another revolving credit agreement (the 2008 RCA) in January 2011. No borrowings have been made under the 2011 RCA or the 2008 RCA. 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.

CP Notes and EMCP Notes are subordinate to the Series 2002 A Revenue Bonds, the Series 2003 A Revenue Bonds, the Series 2006 A Revenue Bonds, the Series 2007 A, B, and C Revenue Bonds, the Series 2011 A Revenue Bonds and the Adjustable Rate Tender Notes.

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

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Maturities and Interest Expense	Long-Term Debt (In millions)			Capitalized Lease Obligations (In millions)			
	Principal	Interest	Hedging Derivative Instruments, Net	Total	Principal	Interest	Total
Year:							
2012	\$ 82	57	7	146	5	98	103
2013	98	55	6	159	8	98	106
2014	99	53	5	157	12	97	109
2015	95	50	3	148	16	96	112
2016	82	47	2	131	20	95	115
2017 – 2021	420	191	—	611	186	437	623
2022 – 2026	113	132	—	245	383	326	709
2027 – 2031	119	104	—	223	600	119	719
2032 – 2036	112	69	—	181	—	—	—
2037 – 2041	77	42	—	119	—	—	—
2042 – 2046	92	19	—	111	—	—	—
2047	21	1	—	22	—	—	—
	<u>1,410</u>	<u>820</u>	<u>23</u>	<u>2,253</u>	<u>1,230</u>	<u>1,366</u>	<u>2,596</u>
Plus unamortized bond premium	34	—	—	34	—	—	—
Less deferred refinancing cost	10	—	—	10	—	—	—
	<u>\$ 1,434</u>	<u>820</u>	<u>23</u>	<u>2,277</u>	<u>1,230</u>	<u>1,366</u>	<u>2,596</u>

The interest rate used to calculate future interest expense on variable rate debt is the interest rate at December 31, 2011.

**(b) Terms by Which Interest Rates Change for Variable Rate Debt****Adjustable Rate Tender Notes**

In accordance with the Adjustable Rate Tender Note Resolution adopted April 30, 1985, as amended up to the present time (Note Resolution), the Authority may designate a rate period of different duration, effective on any rate adjustment date. The Remarketing Agent appointed under the Note Resolution determines the rate for each rate period which, in the Agent's opinion, is the minimum rate necessary to remarket the notes at par.

**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, 2011, the reset rate would have been 7.33%.

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**(c) Changes in Long-Term Liabilities**

Changes in the Authority's long-term liabilities for the year ended December 31, 2011 are comprised of the following:

	<u>Beginning balance</u>	<u>Additions</u>	<u>Maturities/ refundings and other</u>	<u>Ending balance</u>	<u>Due within one year</u>
	(Amounts in millions)				
Senior debt:					
Revenue bonds	\$ 1,134	108	159	1,083	43
Adjustable rate tender bonds	130	—	7	123	8
Subtotal	<u>1,264</u>	<u>108</u>	<u>166</u>	<u>1,206</u>	<u>51</u>
Subordinate debt:					
Commercial paper	337	3	136	204	31
Subtotal	<u>337</u>	<u>3</u>	<u>136</u>	<u>204</u>	<u>31</u>
Net unamortized discounts/ premiums and deferred losses	17	21	14	24	—
Total debt, net of unamortized discounts/ premiums/ deferred losses	<u>\$ 1,618</u>	<u>132</u>	<u>316</u>	<u>1,434</u>	<u>82</u>
Other long-term liabilities:					
Capitalized lease obligation	\$ —	1,294	64	1,230	5
Nuclear decommissioning	1,032	58	—	1,090	—
Disposal of nuclear fuel	216	—	—	216	—
Relicensing	335	17	23	329	—
Deferred revenues and other	602	17	73	546	—
Total other long-term liabilities	<u>\$ 2,185</u>	<u>1,386</u>	<u>160</u>	<u>3,411</u>	<u>5</u>

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Changes in the Authority's long-term liabilities for the year ended December 31, 2010 are comprised of the following:

	<u>Beginning balance</u>	<u>Additions</u>	<u>Maturities/ refundings and other</u>	<u>Ending balance</u>	<u>Due within one year</u>
	(Amounts in millions)				
Senior debt:					
Revenue bonds	\$ 1,174	—	40	1,134	40
Adjustable rate tender bonds	138	—	8	130	8
Subtotal	<u>1,312</u>	<u>—</u>	<u>48</u>	<u>1,264</u>	<u>48</u>
Subordinate debt:					
Commercial paper	413	4	80	337	73
Subtotal	<u>413</u>	<u>4</u>	<u>80</u>	<u>337</u>	<u>73</u>
Net unamortized discounts/ premiums and deferred losses	19	—	2	17	—
Total debt, net of unamortized discounts/ premiums/ deferred losses	<u>\$ 1,744</u>	<u>4</u>	<u>130</u>	<u>1,618</u>	<u>121</u>
Other long-term liabilities:					
Nuclear decommissioning	\$ 942	90	—	1,032	—
Disposal of nuclear fuel	216	—	—	216	—
Relicensing	331	17	13	335	—
Deferred revenues and other	556	83	37	602	—
Total other long-term liabilities	<u>\$ 2,045</u>	<u>190</u>	<u>50</u>	<u>2,185</u>	<u>—</u>

**(7) Short-Term Debt**

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

	<b>December 31</b>			
	<b>2011</b>		<b>2010</b>	
	<u>Availability</u>	<u>Outstanding</u>	<u>Availability</u>	<u>Outstanding</u>
	(In millions)			
CP Notes (Series 1)	\$ 400	374	400	323

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). See note 6 – Long-term Debt for Series 2 and 3 CP Notes and

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the EMCP Notes. The proceeds of the Series 1 CP Notes have been and shall be used to finance the Authority's current and future energy services programs and for other corporate purposes.

The changes in short-term debt are as follows:

	<u>Beginning balance</u>		<u>Increases</u>	<u>Decreases</u>	<u>Ending balance</u>
			(In millions)		
Year:					
2010	\$ 289		159	125	323
2011		323	164	113	374

CP Notes are subordinate to the Series 2000 A Revenue Bonds, the Series 2002 A Revenue Bonds, the Series 2003 A Revenue Bonds, the Series 2006 A Revenue Bonds, the Series 2007 A, B, and C Revenue Bonds, the Series 2011 A Revenue Bonds and the Adjustable Rate Tender Notes.

## (8) Risk Management and Hedging Activities

### Overview

The Authority purchases insurance coverage for its operations, and in certain instances, is self-insured. Property insurance purchase 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 purchase protects the Authority from third-party liability related to its operations, including general liability, automobile, aircraft, marine and various bonds. 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 the impacts of interest rate, energy and fuel market fluctuations on its earnings, cash flows and market values of assets and liabilities. To achieve its objectives the Authority's Trustees have authorized the use of various interest rate, energy, and fuel derivative instruments that are considered financial 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 balance sheet as risk management activities. For designated hedging derivative instruments, changes in the fair values are deferred and classified as deferred inflows or deferred outflows in current and other noncurrent assets or liabilities. For designated interest rate option hedging instruments the change in fair value is applied to interest expense. Renewable energy contracts, designated as investment derivative instruments, are deferred as regulatory assets or liabilities, as they are recoverable from customers by contractual agreements. The fair value of interest rate swap contracts take into consideration the prevailing interest rate environment and the specific terms and conditions of each contract. The fair values were estimated using the zero-coupon discounting method. The fair value of the interest rate option contracts were measured using an option pricing model that considers probabilities, volatilities, time, underlying prices, and other variables. The fair value for over-the-counter energy, renewable energy and natural gas transportation contracts are determined by the monthly market prices over the lifetime of each outstanding contract using the latest end-of-trading-month forward prices published by Platts or derived from pricing models based upon Platt's prices.

### Counterparty Credit Risk

The Authority's policy regarding the creditworthiness of counterparties for interest rate derivative contracts 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 contract 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

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on the derivative contract alone. In January, 2011, the Authority's Board of Trustees 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.

Since 2010, the Authority has imposed thresholds, based on agency-published credit ratings, 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 mark-to-market values in excess of the thresholds. In addition, the Authority regularly monitors each counterparty's market-implied credit ratings and financial ratios and 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, 2011 the Authority's individual or aggregate exposure to derivative contract counterparty credit risk is not significant.

The following table shows the fair value of derivatives contracts for 2011 and 2010:

Derivative instrument description	Fair value balance December 31, 2010	Net change in fair value (In millions)	Fair value balance December 31, 2011	Type of hedge or transaction	Financial statement classification for changes in fair value	Notional amount December 31, 2011	Volume
<b>Interest rate contracts (Swaps/Options):</b>							
Series 2 CP Notes	\$ (8.7)	\$ 2.6	\$ (6.1)	Cash Flow	Deferred inflow	81.8	USD
ART Notes	(12.7)	(1.0)	(13.7)	Cash Flow	Deferred outflow	122.9	USD
Series 1 CP Notes (Option)	—	—	—	Cash Flow	Interest Expense	300.0	USD
<b>Energy contracts (Swaps):</b>							
Economic Cost Savings Benefits	(0.1)	0.1	—	Cash Flow	Deferred inflow	—	MWh
SENY Customer Load	(101.0)	29.1	(71.9)	Cash Flow	Deferred inflow	2,854,800	MWh
SENY Customer Load	(108.8)	(8.7)	(117.5)	Cash Flow	Deferred outflow	5,041,200	MWh
<b>Renewable energy contracts: (Swaps)</b>							
SENY Renewable Energy	(33.8)	0.2	(33.6)	Investment	Regulatory Asset	1,096,288	MWh
Totals	<u>\$ (265.1)</u>	<u>\$ 22.3</u>	<u>\$ (242.8)</u>				

#### Interest Rate Contracts:

*Series 2 CP Notes:* In 1998, the Authority entered into forward interest rate swaps to fix rates on long-term obligations initially issued to refinance \$268.2 million of Series 1998 B Revenue Bonds required to be tendered in the years 2002 (the 2002 Swaps). Based upon the terms of these forward interest rate swaps, the Authority would pay interest calculated at a fixed rate of 5.1% to the counterparties through February 15, 2015. In return, the counterparties would pay interest to the Authority based upon the SIFMA municipal swap index (SIFMA Index) on the established reset dates. On November 15, 2002 the Authority completed the mandatory payment on the Series 1998 B Revenue Bonds from the proceeds of the issuance of Series 2 CP Notes. The 2002 Swaps became active on November 15, 2002 and are scheduled to terminate on February 15, 2015. Net settlement payments were \$4.3 and \$6.7 million in 2011 and 2010 respectively.

*ART Notes:* In 2006, the Authority entered into a forward interest rate swap having an initial notional amount of \$156 million (which declines over time to \$75 million) with the objective of fixing the interest rates on the Authority's Adjustable Rate Tender Notes (ART Notes) for the period September 1, 2006 to September 1, 2016. Based upon the terms of the forward interest rate swap, the Authority pays interest calculated at a fixed rate of 3.7585% on the outstanding notional amount. In return, the counterparty pays interest to the Authority based upon 67% of the six-month LIBOR established on the reset dates that coincide with the ART Notes interest rate reset dates. Net settlement payments were \$4.3 and \$4.5 million in 2011 and 2010 respectively.

*Series 1 CP Notes (Option):* On January 26, 2011 an interest rate option was purchased with the objective of limiting exposure to rising interest rates relating to the Series 1 CP Notes at a premium cost of \$200 thousand. The interest rate for the Series 1 CP

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Notes is capped at 5.5 percent and is based upon the SIFMA Index for a notional amount of \$300 million through January 25, 2014.

#### Energy Contracts:

*Energy Cost Savings Benefits:* In 2011 and 2010, the Authority purchased a number of short-term energy swaps. The objective of these short-term energy swaps was to fix the cost of energy purchases in the NYISO electric market to meet the forecasted load requirements of certain Energy Cost Saving Benefits program (ECSB) customers. These short-term energy swaps have terminated and are not outstanding as of December 31, 2011. Net settlement payments were \$1.4 and \$0.6 million in 2011 and 2010 respectively.

*NYC Customer Load:* In 2009, the Authority entered into the first of two medium-term forward energy swaps to fix the cost of energy purchases in the NYISO electric market to meet certain long-term NYC Governmental Customers load requirements between 2010 and 2012. Net settlement payments were \$50.2 and \$27.7 million in 2011 and 2010 respectively.

*NYC Customer Load:* In 2009, the Authority entered into the second of two medium-term forward energy swaps to fix the cost of energy purchases in the NYISO electric market to meet certain long-term NYC Governmental Customers load requirements between 2011 and 2014. Net settlement payments were \$27.8 million in 2011.

#### Renewable Energy Contracts:

*SENY Renewable Energy:* In 2006, the Authority entered into long-term forward energy swaps and purchase agreements based upon a portion of the generation of the counterparties' wind-farm-power-generating facilities between 2008 and 2017. The fixed price ranges from \$74 to \$75 per megawatt and includes the purchase of the related environmental attributes. The intent of the swaps and purchase agreements is to assist specific governmental 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 \$6.2 and \$4.2 million in 2011 and 2010 respectively. The Authority anticipates the recovery or distribution of any net settlements through specific contractual agreements with customers.

#### Other Considerations:

In addition, the Authority used derivatives during the periods to hedge certain exposures. There were no open positions in these derivatives on December 31, 2011 or 2010. These derivatives included:

- *Power for Jobs Program:* In 2010, the Authority purchased a number of short-term energy swaps. The objective of these short-term energy swaps was to fix the price of purchases of energy in the NYISO electric market to meet short-term forecasted load requirements for the Authority's Power for Jobs program (which will be replaced by Recharge New York Power program on July 1, 2012). These short-term energy swaps terminated in less than one year. Net settlement payments were \$ 0.4 million in 2010.
- *NYC Customer Load:* In 2008 and 2009, the Authority purchased a number of short-term energy swaps. The objective of these short-term energy swaps was to fix the cost of energy purchases in the NYISO electric market for the benefit of the NYC Governmental Customers. These short-term energy swaps terminated in less than two years. Net settlement payments were \$17.7 million in 2010.
- *NYC Customer Load:* In 2005, the Authority entered into a long-term forward energy swap to fix the cost of energy purchases in the NYISO electric market to meet certain long-term NYC Governmental Customers load requirements between 2008 and 2010. Net settlement payments were \$14.5 million in 2010.

The Authority from time to time may be exposed to any of the following risks defined under GAS 53.

*Basis risk:* The Authority is exposed to basis risk on its pay-fixed interest rate swaps because the variable-rate payments received by the Authority on these hedging derivative instruments are based upon indexes other than the actual interest rates the Authority pays on its hedged variable-rate debt. Under the terms of the related hedging fixed rate swap transactions, the Authority receives a variable rate based upon SIFMA and sixty-seven percent of LIBOR, respectively. The Authority remarkets its Notes at rates that approximate SIFMA and sixty-seven percent of LIBOR after considering other factors such as the Authority's creditworthiness.

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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.

*Tax risk:* The Authority is at risk that a change in Federal tax rates will alter the relationship between the actual rates at which the Authority remarkets its ART Notes and LIBOR Index used in the pay-fixed receive-variable interest rate swap transaction.

*Rollover risk:* The Authority is exposed to certain rollover risk on its variable ART Notes. Certain of the ART Notes mature on March 1, 2020 while its pay-fixed, receive-variable ART Notes swap terminates on September 1, 2016 leaving the Authority exposed to interest rate volatility during the period September 1, 2016 to March 1, 2020.

Certain electrical commodity, natural gas and natural gas pipeline transportation based derivative instruments are based upon projected future customer loads or facility operations. Beyond the terms of these derivative instruments (varying from one month to 48 months) the Authority is subject to the corresponding market volatilities.

*Termination risk:* The Authority or its counterparties may terminate a derivative instrument if the other party fails to perform under the terms of the contract. The Authority is at risk that a counterparty will terminate a swap (interest rate or commodity swaps) at a time when the Authority owes the counterparty a termination payment. The Authority has mitigated this risk by specifying that the counterparty has the right to terminate only as a result of certain events, including: a payment default by the Authority; other Authority defaults which remain uncured within a defined time-frame after notice; Authority bankruptcy; 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, a hedging derivative instrument is in a liability position, 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 and its ART Notes every March 1 and September 1. 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 both the CP Note and ART Note program.

## **(9) Pension Plans, Other Postemployment Benefits, Deferred Compensation and Savings Plans**

### **(a) Pension Plans**

The Authority and substantially all of the Authority's employees participate in the New York State and Local Employees' Retirement System (ERS) and the Public Employees' Group Life Insurance Plan (the Plan). These are cost-sharing, multiple-employer defined benefit retirement plans. The ERS 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 NYRSSL, the Comptroller of the State of New York (Comptroller) serves as sole trustee and administrative head of the ERS and the Plan. The Comptroller adopts and may amend rules and regulations for the administration and transaction of the business of the ERS and the Plan, and for the custody and control of their funds. The ERS 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 12236.

The ERS is contributory except for employees who joined the ERS on or prior to July 27, 1976. Employees who joined between July 28, 1976 and December 31, 2009 and have less than ten years of service, contribute 3% of their salary. Employees who join the ERS on or after January 1, 2010 contribute 3% of their salary during their entire length of service. Under the authority of the NYRSSL, 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 to the pension accumulation fund.

The Authority is required to contribute at an actuarially determined rate. The required contributions for 2011, 2010 and 2009 were \$21.0 million, \$17.1 million and \$9.6 million, respectively. The Authority's contributions made to the ERS were equal to 100% of the contributions required for each year.

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During 2008, the global decline in financial markets adversely impacted state pension investment market values including those of the ERS. The average contribution rates relative to payroll for the fiscal years ended March 31, 2012 and 2013 have been set at approximately 16% and 18%, respectively. If ERS's investment market values do not recover, significant increases in the annual contributions to ERS in subsequent years are expected. For the Authority, such increases initially appeared during calendar year 2010 (State fiscal year 2011).

During 2010, the New York State Legislature passed a bill authorizing a temporary retirement incentive for certain State employees and other public employees. Under the legislation, public employees were able to either retire without penalty at 55 years of age with a minimum of 25 years of service (Part B), or be targeted to receive an additional month of pension credit for each year of service not to exceed 36 months (Part A) if the employee was 50 years of age or more and had a minimum of 10 years of service. On July 22, 2010 the Authority's Trustees authorized (a) participation in the Part B incentive program for all eligible employees and (b) participation in the Part A incentive on a limited basis for targeted employees at the Poletti plant. The open period for eligible employees ended on December 29, 2010 for the Part A incentive and October 30, 2010 for the Part B incentive. The Authority recognized a liability for an additional contribution to the System based on eligible employees who accepted the incentive. The incremental cost of participation was \$4.6 million of which \$4 million was recognized in 2010 and \$0.6 million was recognized in 2011.

**(b) Other Postemployment Benefits (OPEB)**

The 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 Authority. Approximately 4,100 participants, including 1,600 current employees and 2,500 retired employees and/or spouses and dependents of retired employees, were eligible to receive these benefits at December 31, 2011. The Authority's post-retirement health care trust does not issue a stand-alone financial report.

Through 2006, other postemployment benefits (OPEB) provisions were financed on a pay-as-you-go basis and the plan was unfunded. In December 2006, the Authority's Trustees authorized staff to initiate the establishment of a trust for OPEB obligations (OPEB Trust), with the trust fund to be held by an independent custodian. Prior to 2009, the Authority funded the OPEB Trust with contributions totaling \$225 million. Plan members are not required to contribute to the OPEB Trust. The Authority did not make any contributions to the OPEB Trust in 2010. During 2011, the Authority's Trustees approved on-going annual funding of the Trust in order to strengthen the Authority's financial position. A contribution of \$40 million was made to the OPEB Trust during 2011.

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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 (dollar amounts in millions)

	<u>2011</u>	<u>2010</u>	<u>2009</u>
Annual OPEB cost:			
Annual required contribution (ARC):			
Normal cost	\$ 9	8	7
Amortization payment	22	20	13
Interest to the end of the year	—	—	1
Total	<u>31</u>	<u>28</u>	<u>21</u>
ARC adjustment	7	8	8
Interest on net OPEB obligation	<u>(3)</u>	<u>(4)</u>	<u>(5)</u>
Annual OPEB cost	<u>\$ 35</u>	<u>32</u>	<u>24</u>
Net OPEB obligation:			
Net OPEB (asset) obligation at beginning of fiscal year	\$ (46)	(61)	(69)
Annual OPEB cost	35	32	24
Employer contribution:			
Payments for retirees during the year	20	17	16
Trust fund contributions	<u>40</u>	<u>—</u>	<u>—</u>
Total employer contribution	<u>60</u>	<u>17</u>	<u>16</u>
Net OPEB (asset) obligation at end of fiscal year	<u>\$ (71)</u>	<u>(46)</u>	<u>(61)</u>

The \$71 million OPEB asset is reported as an other noncurrent asset in the balance sheets.

The Authority's annual OPEB cost for 2011 was \$35 million, which is reflected as an expense in the statement of revenues, expenses, and changes in net assets. The 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 and amortize any unfunded actuarial liabilities (or funding excess) over a period not to exceed thirty years. As indicated herein, the Authority uses a twenty (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 Authority's most recent actuarial evaluation was performed as of January 1, 2010 and resulted in an actuarial accrued liability of \$400 million which was funded with assets totaling \$218 million indicating that the Authority's retiree health plan was 55% funded as of the evaluation date. As of December 31, 2011, the balance in the OPEB Trust was \$282 million and the actuarial accrued liability was \$437 million, resulting in the retirees' health plan being 65% funded.

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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 2010 actuarial valuation, the projected unit credit actuarial cost method was used with benefits attributed on a level basis. The actuarial assumptions included a 7% investment rate of return (net of administrative expenses) and an annual healthcare cost trend rate of 9% (net of administrative expenses) including inflation, declining approximately 1% each year to an ultimate trend rate of approximately 5%. Both the cost trend rate and the ultimate trend rate include a 4.5% inflation assumption. Commencing with the January 1, 2010 actuarial valuation, the Authority commenced amortizing gains and losses, first recognized in 2010, over an open 20-year period while continuing to amortize its initial unfunded accrued liability (beginning January 1, 2002 through January 1, 2009) over a closed 20-year period.

#### (c) *Deferred Compensation and Savings Plans*

The 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 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 Authority matches contributions of employees up to limits specified in the plan. Such matching annual contributions were approximately \$2.4 million per year for 2011 and 2010.

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.

#### (10) NYISO

Pursuant to FERC Order No. 888, the New York investor-owned electric utilities (the IOUs), a subsidiary of the Long Island Power Authority (doing business as LIPA hereafter referred to as LIPA) and the Authority, and certain other entities, established two not-for-profit organizations, the New York Independent System Operator (NYISO) and the New York State Reliability Council (Reliability Council). The mission of the NYISO is to assure the reliable, safe and efficient operation of the State's major transmission system, to provide open-access nondiscriminatory transmission services and to administer an open, competitive and nondiscriminatory wholesale market for electricity in the State. The mission of the Reliability Council is to promote and preserve the reliability of electric service on the NYISO's system by developing, maintaining, and from time to time, updating the reliability rules relating to the transmission system. The Authority, the current IOUs and LIPA are members of both the NYISO and the Reliability Council.

The NYISO is responsible for scheduling the use of the bulk transmission system in the State, which normally includes all the Authority's transmission facilities, and for collecting ancillary services, losses and congestion fees from transmission customers. Each IOU and the Authority retains ownership, and is responsible for maintenance of its respective transmission lines. All customers of the NYISO pay fees to the NYISO. Each customer also pays a separate fee for the benefit of the Authority that is designed to assure that the Authority will recover its entire transmission revenue requirement.

The 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. The NYISO surveys the capacity of generating installations serving the State (installed capacity) and the load requirements of the electricity servers and provides an auction market for generators to sell installed capacity. The NYISO also administers day-ahead and hourly markets whereby generators bid to serve the announced requirements of the local suppliers of energy and ancillary services to retail customers. The Authority participates in these markets as both a buyer and a seller of electricity and ancillary services. A

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significant feature of the energy markets is that prices are determined on a location-specific basis, taking into account local generating bids submitted and the effect of transmission congestion between regions of the State. The NYISO collects charges associated with the use of the transmission facilities and the sale of power and services bid through the markets that it operates. It remits those proceeds to the owners of the facilities in accordance with its tariff and to the sellers of the electricity and services in accordance with their respective bids.

Because of NYISO requirements, the Authority is required to bid into the NYISO day-ahead market (DAM) virtually all of the installed capacity output of its units. The NYISO then decides which Authority units will be dispatched, if any, and how much of such units' generation will be dispatched. The dispatch of a particular unit's generation depends upon the bid prices for the unit submitted by the Authority and whether the unit is needed by the NYISO to meet expected demand. If an Authority unit is dispatched by the NYISO, the Authority receives a fixed price (the Market Clearing Price), based on NYISO pricing methodology, for the energy dispatched above that needed to meet Authority contractual load (the Excess Energy). For the energy needed to meet Authority contractual load (the Contract Energy), the Authority receives the price in its contracts with its customers (the Contract Price).

This procedure has provided the Authority with economic benefits from its units' operation when selected by the NYISO and may continue to do so in the future. However, such bids also obligate the Authority to supply the energy in question during a specified time period, which does not exceed two days (the Short Term Period), if the unit is selected. If a forced outage occurs at the Authority plant that is to supply such energy, then the Authority is obligated to pay during the Short Term Period (1) in regard to the Excess Energy amount, the difference between the price of energy in the NYISO hourly market and the Market Clearing price in the day-ahead market, and (2) in regard to the Contract Energy amount, the price of energy in the NYISO hourly market, which is offset by amounts received based on the Contract Price. This hourly market price is subject to more volatility than the day-ahead market price. The risk attendant with this outage situation is that, under certain circumstances, the Market Clearing Price in the day-ahead market and the Contract Price may be well below the price in the NYISO hourly market, with the Authority required to pay the difference. In times of maximum energy usage, this cost could be substantial. This outage cost risk is primarily of concern to the Authority in the case of its 500-MW plant (discussed in note 12(f)) because of its size, nature and location.

In addition to the risk associated with the Authority bidding into the day-ahead market, the Authority could incur substantial costs, in times of maximum energy usage, by purchasing replacement energy for its customers in the NYISO day-ahead market or through other supply arrangements to make up for lost energy due to an extended outage of its units or failure of its energy suppliers to meet their contractual obligations. As part of an ongoing risk mitigation program, the Authority investigates financial hedging techniques to cover, among other things, future maximum energy usage periods.

## (11) Nuclear Plant Divestiture and Related Matters

### (a) Nuclear Plant Divestiture

On November 21, 2000 (Closing Date), the Authority sold its nuclear plants (Indian Point 3 (IP3) and James A. FitzPatrick (JAF)) to two subsidiaries of Entergy Corporation (collectively Entergy or the Entergy Subsidiaries) for cash and noninterest-bearing notes totaling \$967 million (subsequently reduced by closing adjustments to \$956 million) maturing over a 15-year period. The present value of these payments recorded on the Closing Date, utilizing a discount rate of 7.5%, was \$680 million.

As of December 31, 2011 and 2010, the present value of the notes receivable were:

	<u>2011</u>	<u>2010</u>
	(In millions)	
Notes receivable – nuclear plant sale	\$ 68	82
Less due within one year	<u>15</u>	<u>14</u>
	<u>\$ 53</u>	<u>68</u>

The long-term portion of this notes receivable is reported in other noncurrent assets and deferred outflows in the balance sheet.

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On September 6, 2001, a subsidiary of Entergy Corporation completed the purchase of Indian Point 1 and 2 (IP1 and IP2) nuclear power plants from Consolidated Edison Company of New York Inc. Under an agreement between the Authority and Entergy, which was entered into in connection with the sale of the Authority's nuclear plants to Entergy, the acquisition of the IP2 nuclear plant by a subsidiary of Entergy resulted in the Entergy subsidiary which now owns IP3 being obligated to pay the Authority \$10 million per year for 10 years beginning September 6, 2003, subject to certain termination and payment reduction provisions upon the occurrence of certain events, including the sale of IP3 or IP2 to another entity and the permanent retirement of IP2 or IP3. The September 6, 2011 and 2010 payments were received and are included in other income.

As part of the Authority's sale of its nuclear projects to Entergy Subsidiaries in November 2000, the Authority entered into two Value Sharing Agreements (VSAs) with them. In essence, these contracts provide that the Entergy Subsidiaries will share a certain percentage of all revenues they receive from power sales in excess of specific projected power prices for a ten-year period (2005 – 2014). During 2006 and 2007, disputes arose concerning the calculation of the amounts due the Authority for 2005 and 2006, respectively. In October 2007, the parties reached an agreement resolving these disputes and amending the VSAs. In essence, these amended VSAs provide for the Entergy Subsidiaries to pay the Authority a set price (\$6.59 per MWh for IP3 and \$3.91 per MWh for JAF) for all MWhs metered from each plant between 2007 and 2014, with the Authority being entitled to receive annual payments up to a maximum of \$72 million. Relating to calendar year 2011, payments totaling \$72 million have been accrued by the Authority and are reflected in other income in the Authority's statements of revenues, expenses, and changes in net assets. The Authority has received the maximum annual payments related to calendar years 2010 and 2011. In all other material respects, the terms of the amended and original VSAs are substantially similar. The payments, related to the calendar years ending after December 31, 2011, are subject to continued ownership of the facilities by the Entergy Subsidiaries or its affiliates.

As a result of competitive bidding, and not related to the sale of the nuclear plants, the Authority agreed to purchase energy from Entergy's IP3 and IP2 nuclear power plants in the total amount of 200 MW during the period 2009 to 2013.

#### **(b) Nuclear Fuel Disposal**

In accordance with the Nuclear Waste Policy Act of 1982, in June 1983, the 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 Authority's contract with the DOE was assigned to Entergy. The Authority remains liable to Entergy for the pre-1983 spent fuel obligation (see note 12(g), "New York State Budget and Other Matters" relating to a temporary transfer of such funds to the State). As of December 31, 2011, the liability to Entergy totaled \$216 million. The Authority retained its pre-closing claim against DOE under the DOE standard contract for failure to accept spent fuel on a timely basis.

Following the stay of the case for a period of years to await the outcome of appeals in other relevant cases, the parties served various motions and engaged in extensive discovery and other proceedings. Ultimately, in July 2011, the parties executed a settlement agreement in full and final settlement of the Authority's claims and pursuant to which the Authority received a payment, in August 2011, of approximately \$11 million. This item is reported as other income in the nonoperating revenues section of the statement of revenues, expenses, and changes in net assets. This litigation is now concluded.

#### **(c) Nuclear Plant Decommissioning**

The Decommissioning Agreements with each of the Entergy Subsidiaries deal with the decommissioning funds (the Decommissioning Funds) currently maintained by the Authority under a master decommissioning trust agreement (the Trust Agreement). Under the Decommissioning Agreements, the Authority will make no further contributions to the Decommissioning Funds.

The Authority will retain contractual decommissioning liability until license expiration, a change in the tax status of the fund, or any early dismantlement of the plant, at which time the Authority will have the option of terminating its decommissioning responsibility and transferring the plant's fund to the Entergy Subsidiary owning the plant. At that time, the Authority will be entitled to be paid an amount equal to the excess of the amount in the Fund over the Inflation Adjusted Cost Amount, described below, if any. The Authority's decommissioning responsibility is limited to the lesser of the Inflation Adjusted Cost Amount or the amount of the plant's Fund.

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The Inflation Adjusted Cost Amount for a plant means a fixed estimated decommissioning cost amount adjusted in accordance with the effect of increases and decreases in the U.S. Nuclear Regulatory Commission (NRC) minimum cost estimate amounts applicable to the plant.

Certain provisions of the Decommissioning Agreements provide that if the relevant Entergy Subsidiary purchases, or operates, with the right to decommission, another plant at the IP3 site, then the Inflation Adjusted Cost Amount would decrease by \$50 million. In September 2001, a subsidiary of Entergy purchased the Indian Point 1 and Indian Point 2 plants adjacent to IP3.

If the license for IP3 or JAF is extended, an amount equal to \$2.5 million per year, for a maximum of 20 years, would be paid to the Authority by the relevant Entergy Subsidiary for each year of life extension during which the plant operates. In April 2007, the NRC received a license renewal application (for an additional 20 years) for IP3. The original licenses for JAF and IP3 expire in 2014 and 2015, respectively. On September 9, 2008, the NRC renewed the operating license of JAF for 20 years to October 17, 2034.

Decommissioning Funds of \$1,090 million and \$1,032 million are included in restricted funds and other noncurrent liabilities in the balance sheets at December 31, 2011 and 2010, respectively.

If the Authority is required to decommission IP3 or JAF pursuant to the relevant Decommissioning Agreement, an affiliate of the Entergy Subsidiaries, Entergy Nuclear, Inc. would be obligated to enter into a fixed price contract with the Authority to decommission the plant, the price being equal to the lower of the Inflation Adjusted Cost Amount or the plant's Fund amount.

## (12) Commitments and Contingencies

### (a) *Competition*

The Authority's mission is to provide clean, low-cost, and reliable energy consistent with its commitment to the environment and safety, while promoting economic development and job development, energy efficiency, renewables and innovation, for the benefit of its customers and all New Yorkers. 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.

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) long-term supplemental electricity supply agreements with its governmental customers located mainly within the City of New York (NYC Governmental Customers); (c) construction of a 500-megawatt (MW) combined-cycle electric generating plant at the Authority's Poletti plant site (500-MW plant); (d) a long-term electricity supply contract with Astoria Generating LLC for the purchase of the output of a new 550-MW power plant in Astoria, Queens, adjacent to its existing plant, which entered into service on July 1, 2011; (e) a significant reduction of outstanding debt; and (f) implementation of an energy and fuel risk management program. The Authority operates in a competitive and sometimes volatile market environment. Volatility in the energy market has impacted the Authority in its role as a buyer and until recent years had resulted in higher costs of purchased power and fuel in its NYC Governmental Customer and other market areas. The NYC Governmental Customer market cost situation is mitigated by the cost recovery provisions in the long-term supplemental electricity supply agreements and generation from the Authority's 500-MW plant. The Authority also has implemented a restructuring program for its long-term debt through open-market purchases, early retirements and refundings, which has resulted in cost savings and increased financial flexibility. The Authority can give no assurance that even with these measures it will not lose customers 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. In addition, the Authority has a variety of legal restrictions on its ability to market its power and energy on a competitive basis.

According to the National Bureau of Economic Research, a recession in the United States began in December 2007 and ended in June 2009. However, the economy continues to grow slowly and unemployment remains high. Forecasted recovery time for these economic conditions ranges from a few to many years. In this environment, the Authority has continued to utilize its financial flexibility to support its mission and its customers. In December 2010, the Governor approved long-term contract extensions for the continued supply of low-cost hydropower to more than 100 of Western New

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York's leading companies. These expansion and replacement power customers, who account for more than 70 percent of the manufacturing jobs in the region, are integral to the area's economy with wide-ranging impacts associated with spinoff jobs, payments to suppliers for goods and services, local tax revenues and financial support of local communities and organizations. In addition to other actions and programs aimed at creating and maintaining jobs, the Authority has also used low cost energy to attract businesses to New York State.

In response to the economic downturn's effects on New York's manufacturing sector, the Authority's Trustees in March 2009 approved execution of an agreement with Alcoa, Inc. to provide temporary relief from certain power sales contract provisions relating to the temporary shutdown of one of its two smelters served by the Authority in Massena, New York, including allowing Alcoa to release back to the Authority certain hydropower allocated to it, temporary waivers of certain minimum bill and employment thresholds, and entry into arrangements with the Authority for inclusion of a portion of Alcoa's load in the NYISO's demand response programs. In addition, in May 2009, the Authority's Trustees authorized a temporary program whereby up to \$10 million would be utilized to provide electric bill discounts for up to a year to businesses located in Jefferson, St. Lawrence, and Franklin counties. These counties constitute the geographic region served by the Authority's Preservation Power program. The source of the \$10 million is the net margin resulting from the sale of a portion of Alcoa's currently unused Preservation Power allocation into the NYISO markets. In September 2010, the Authority's Trustees approved extension of the electric bill discount program for the lesser of one year or the duration of the temporary curtailment of operations at the affected Alcoa facility. During the first quarter of 2011, Alcoa restarted the temporarily curtailed facility and the associated bill discount program ceased shortly after.

In March 2009, the Authority's Trustees approved the deferral for recovery in the future of a proposed hydropower rate increase for the Authority's municipal electric and rural cooperative customers, neighboring state municipal customers, upstate investor-owned utilities, and certain other customers that was scheduled to go into effect on May 1, 2009; and in August 2010, the Authority announced an extension of such deferral through the end of 2010. In November 2011, the Authority's Trustees approved a 41-month rate plan providing for certain phased-in increases to these rates and the Trustees also approved commencement of rate recovery of the deferred amount. Further, in March 2009, the Authority also suspended the application of two annual, contractually-indexed hydropower rate increases for its Replacement Power, Expansion Power, and certain other industrial customers that were scheduled to go into effect on May 1, 2009 and May 1, 2010, respectively, totaling approximately \$6.9 million. The Authority's Trustees in July 2011 approved the reinstatement of these indexed rate adjustments, resulting in an increase in these rates effective September 1, 2011 in the annualized amount of approximately \$5.3 million.

### Recharge New York Power Program

Legislation enacted into law on March 31, 2011 (Chapter 60 of the Laws of 2011) establishes the "Recharge New York Power Program (RNYPP). The RNYPP is a new power program, administered by the Authority and the EDPAB, which has as its central benefit up to 910 MW of power comprised of up to 455 MW of hydropower from the Niagara and St. Lawrence-FDR Projects (which power, until August 1, 2011, had been provided to residential and farm customers of three upstate utilities) and up to 455 MW of other power procured or produced by the Authority. The 910 MW of power will be available for allocation to eligible new and existing businesses and not-for-profit corporations under contracts of up to seven years effective no sooner than July 1, 2012. The legislation also temporarily extends the PFJ and ECSB Programs through June 30, 2012 at which time the two programs will end and be replaced by the RNYPP. Those PFJ and ECSB Program customers that do not receive RNYPP allocations will be eligible to apply for certain "transitional electricity discounts". Under the legislation, these transitional discounts, which may be paid only if deemed feasible and advisable by the Authority's Trustees, will gradually decline to zero by June 30, 2016. The legislation also 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 received the hydropower that will be utilized in the RNYPP. The 455 MW of hydropower was withdrawn by the Authority on August 1, 2011. The Authority's Trustees have authorized the use of revenues from the sales of such power into the wholesale market or, as necessary, internal funds to fund the residential consumer discount program for its first year. For the period August 1, 2011 through December 31, 2011, operations and maintenance expenses include \$42 million in residential consumer discounts. In addition, in January 2012, the Authority's Trustees authorized up to \$50 million for the six months ending August 2012 for the Residential Consumer Discount Program incorporated in the RNYPP.

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### Legislation

Chapter 436 of the Laws of 2010 established a Western New York Economic Development Fund Benefit program, and authorized the Authority to fund the program from net earnings from the Authority's sale of unallocated, relinquished, and withdrawn Expansion Power and Replacement Power into the wholesale market. Net earnings are defined as any excess revenues earned from such power allocated to 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 Project that qualify under applicable criteria. The law authorizes the Authority to administer the new program with assistance from public and private entities. Payments from the Authority to the Fund are estimated to range between \$6 million in 2012 declining to \$0 by 2015 when power is anticipated to be fully sold.

### **(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 (Agreements). Under the Agreements, the NYC Governmental Customers agreed to purchase their electricity from the Authority through December 31, 2017, with the NYC Governmental Customers having the right to terminate service from the Authority at any time on three years' notice and, under certain limited conditions, on one year's notice, provided that they compensate the Authority for any above-market costs associated with certain of the resources used to supply the NYC Governmental Customers.

Under the Agreements, the Authority will modify rates annually through a formal rate case where there is a change in fixed costs to serve the NYC Governmental Customers. Except for the minimum volatility price option, changes in variable costs, which include fuel and purchased power, will be captured through contractual pricing adjustment mechanisms. Under these mechanisms, actual and projected variable costs are reconciled and all or a portion of the variance is either charged or credited to the NYC Governmental Customers. The Authority provides the customers with indicative electricity prices for the following year reflecting market-risk hedging options designated by the NYC Governmental Customers. Such market-risk hedging options include a full cost energy charge adjustment ("ECA") pass-through arrangement relating to fuel, purchased power, and NYISO-related costs (including such an arrangement with some cost hedging) and a sharing option where the customers and the Authority will share in actual cost variations as specified in the Agreements.

For 2011 and 2012, the NYC Customers chose a market-risk hedging price option designated an "ECA with hedging" pricing option whereby actual cost variations in variable costs are passed through to the customers as specified above.

With the customers' guidance and approval, the Authority will continue to offer up to \$100 million annually in financing for energy efficiency projects and initiatives at governmental customers' facilities, with the costs of such projects to be recovered from such customers.

In response to the Authority's Request for Proposals for Long-Term Supply issued in March 2005, Authority staff entered into negotiations for the execution of a firm transmission capacity purchase agreement with the winning bidder, Hudson Transmission Partners, LLC (HTP), to serve the long-term requirements of the Authority's NYC Governmental Customers through the transmission rights associated with HTP's proposed 345 kV underground/submarine transmission line (Line) extending from Bergen County, New Jersey, to Con Edison's West 49<sup>th</sup> Street substation in midtown Manhattan. The New York Public Service Commission issued a certificate of environmental compatibility and public need for the Line on September 15, 2010 determining, among other things, that the Line would improve electric system reliability and promote network security by enhancing New York City's transmission infrastructure and its access to generation resources outside of the City. On April 15, 2011, the Authority executed a Firm Transmission Capacity Purchase Agreement (FTCPA) with HTP and the Line is currently under construction. The FTCPA will provide the Authority with 75% of the firm transmission capacity of the 660 MW Line for 20 years. The Authority's obligation to make payments under the FTCPA will begin upon commercial operation of the Line, which is expected in the summer of 2013. Based on minimum monthly payment obligations, the Authority estimates that it will pay an annual amount of approximately \$56 million in the initial year with amounts escalating annually until the annual amount paid in the 20<sup>th</sup> year will be approximately \$88 million for transmission capacity under the contract. The average of the annual payments over the 20-year term of the contract is approximately \$70 million. The Authority will enter into separate power purchase agreements for the supply of electricity for which the transmission capacity will be utilized.

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Under the FTCPA, the Authority also will pay the costs of certain interconnection and transmission upgrades associated with the Line once it enters into service, estimated to total approximately \$200 million.

The Authority is currently in negotiations with certain of its NYC Governmental Customers and other third parties regarding partial recovery of the costs of the Line. It is estimated that the revenues derived from the Authority's rights under the FTCPA will cover the Authority's costs over the life of the Line but not be sufficient to fully cover the Authority's costs under the FTCPA during its initial 20 year term. Depending on a number of variables, it is estimated that the authority's underrecovery of costs under the FTCPA could be in the range of approximately \$40 million to \$80 million per year during the first five years of commercial operation. The Authority expects based on current projections that its entry into the FTCPA it will be able to continue to meet its debt service coverage ratio, cash, and reserve requirements in the future; however, there can be no assurance such requirements will be met.

In anticipation of the closure of the Authority's existing Poletti plant in January 2010, and in addition to its supply agreements, the Authority, in November 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, among other things, approvals of the NYC Governmental Customers, the Authority and Astoria Energy II LLC, resulted in a long-term electricity supply contract in July 2008 with Astoria Energy II LLC for the purchase of the output of AEII which was constructed and entered into commercial operation on July 1, 2011 in Astoria, Queens, adjacent to its existing plant. The costs associated with the contract are being borne by these customers for the life of the contract. The Authority is accounting for and reporting this lease transaction as a capitalized lease in the amount of \$1.24 billion which reflects the present value of the monthly portion of lease payments allocated to real and personal property as of July 1, 2011. The balance of the monthly lease payments represents the portion of the monthly lease payment allocated to operations and maintenance costs which is recorded monthly. Fuel for the 550-MW power plant is provided by the Authority and the costs thereof are being recovered from the NYC Governmental Customers.

The Authority's other Southeastern New York (SENY) Governmental Customers are the County of Westchester and numerous municipalities, school districts, and other public agencies located in Westchester County (collectively, the "Westchester Governmental Customers"). By early 2008, the Authority had entered into a new 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.

#### **(c) Power for Jobs**

In 1997 and subsequent years, legislation was enacted into New York law which authorized the Power for Jobs Program (the "PFJ Program") to make available low-cost electric power to businesses, small businesses, and not-for-profit organizations. Under the PFJ Program, the New York Economic Development Power Allocation Board ("EDPAB") recommends for Authority approval allocations to eligible recipients of power from power purchased by the Authority through a competitive procurement process and power from other sources. In 2004, legislation was enacted which amended the PFJ Program in regard to contracts of certain customers. Under the amendment, certain contracts terminating in 2004 and 2005 could be extended by the affected customer, or the customer could opt for "Power for Jobs electricity savings reimbursements" ("PFJ Reimbursements") from the Authority. Generally, the amount of such PFJ Reimbursements for a particular customer is based on a comparison of the current cost of electricity to such customer with the cost of electricity under the prior Power for Jobs contract during a comparable period.

Thereafter, the PFJ Program has been extended numerous times and pursuant to the new Recharge New York Power Program ("RNYPP") legislation enacted in 2011, discussed above, the PFJ Program will end on June 30, 2012. The Authority has approved PFJ Reimbursements payments totaling \$280 million for the years 2005-2011 and expects such payments will not exceed \$79 million for the remainder of the extended PFJ Program through June 30, 2012. See notes 12(a) and 12(g), "Recharge New York Power Program," for a discussion of recent legislative activity involving the PFJ Program.

The Power for Jobs legislation authorizes the Authority "as deemed feasible and advisable by the trustees," to make annual "voluntary contributions" to the State in connection with the Program. Commencing in December 2002 through January

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2012, the Authority made such voluntary contributions to the State in an aggregate amount of \$469 million in connection with the Power for Jobs Program with another \$6 million authorized for payment in the first quarter of 2012.

#### **(d) Legal and Related Matters**

In 1982 and again in 1989, several groups of Mohawk Indians, including a Canadian Mohawk tribe, filed lawsuits 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 (St. Regis litigation). 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.

On May 30, 2001, the United States District Court (the Court) denied, with one minor exception, the defendants' motion to dismiss the land claims. However, the Court barred the Federal government and one of the tribal plaintiffs, the American Tribe of Mohawk Indians from relitigating a claim to 144 acres on the mainland which had been lost in the 1930s by the Federal government. The Court rejected the State's broader defenses, allowing all plaintiffs to assert challenges to the islands and other mainland conveyances in the 1800s, which involved thousands of acres.

On August 3, 2001, the Federal government sought to amend its complaint in the consolidated cases to name only the State and the Authority as defendants. The State and the Authority advised the Court that they would not oppose the motion but reserved their right to challenge, at a future date, various forms of relief requested by the Federal government.

The Court granted the Federal government's motion to file an amended complaint. The tribal plaintiffs still retain their request to evict all defendants, including the private landowners. Both the State and the Authority answered the amended complaint. In April 2002, the tribal plaintiffs moved to strike certain affirmative defenses and, joined by the Federal government, moved to dismiss certain defense counterclaims. The defendants filed their opposition papers in September 2002. In an opinion, dated July 28, 2003, the Court left intact most of the Authority's defenses and all of its counterclaims.

Thereafter, settlement discussions produced a land claim settlement, which if implemented would include, among other things, the payment by the Authority of \$2 million a year for 35 years to the tribal plaintiffs, the provision of up to 9 MW of low cost Authority power for use on the reservation, the transfer of two Authority-owned islands; Long Sault and Croil, and a 215-acre parcel on Massena Point to the tribal plaintiffs, and the tribal plaintiffs withdrawing any judicial challenges to the Authority's new license, as well as any claims to annual fees from the St. Lawrence-FDR project. Members of all three tribal entities voted to approve the settlement, which was executed by them, the Governor, and the Authority on February 1, 2005. The settlement would also require, among other things, Federal and State legislation to become effective. Litigation in the case had been stayed to permit time for passage of such legislation and thereafter to await decision of appeals in two relevant New York land claim litigations (Cayuga and Oneida) to which the Authority is not a party.

The legislation was never enacted and once the Cayuga and Oneida appellate decisions were issued in 2005 and 2006, respectively, efforts to obtain legislative approval for the settlement ceased. Because these appellate decisions dismissed land claims by the Cayugas and Oneidas based on the lengthy delay in asserting such claims (i.e., the defense of laches), the defense in the instant actions, in motions filed in November 2006, moved to dismiss the three Mohawk complaints as well as the United States' complaint on similar delay grounds. The Mohawks and the Federal government filed papers opposing those motions in July 2007, and additional briefing by the parties occurred thereafter. By order dated May 16, 2008, U.S. Magistrate Lowe granted the defense motion to stay all proceedings until the U.S. Court of Appeals for the Second Circuit issued its decision in the Oneida case, one raising similar laches issues.

On August 9, 2010, the Second Circuit issued a decision in the Oneida case (Oneida Indian Nation of New York et al. v County of Madison et al.), thereby lifting the stay of this litigation. The Second Circuit, in that case, dismissed both the Native American and U.S. claims in their entirety finding, among other things, that those claims were barred by equitable principles as articulated in the earlier Cayuga and other decisions. U.S. Magistrate Lowe then ordered all parties in the St. Regis case to submit supplemental briefs and, thereafter, oral argument on the pending motions was held before him on June 17, 2011. On February 10, 2012, this case was reassigned. As a result, it would appear that a decision on the outstanding motion will be delayed until the new judge familiarizes herself with the long history of this case.

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The Authority had previously accrued an estimated liability based upon the provisions of the settlement described above. This liability is reflected in the balance sheet as of December 31, 2011.

The Authority is unable to predict the outcome of the matters described above, but believes that the Authority has meritorious defenses or positions with respect thereto. However, adverse decisions of a certain type in the matters discussed above could adversely affect Authority operations and revenues.

In late November 2011, approximately 14 notices of claim were received by the Authority involving the heavy rains and widespread flooding resulting from Tropical Storm Irene's passage through the Northeast in late August 2011. The notices of claim essentially claim that property and other damages allegedly incurred by certain landowners were the result of the Authority's negligence in its operations at its Blenheim-Gilboa Pumped Storage Power Project located on the Schoharie Creek in Schoharie County, New York. In addition, in mid-January 2012, the County of Schoharie, eight towns and villages therein, and one school district ("Municipalities") filed a motion in Schoharie County Supreme Court requesting leave to serve late notices of claim on the Authority. The Municipalities similarly allege in their late notices of claim that they sustained property damage, as well as lost tax revenues, as a result of the Authority's negligence in its operations at the Blenheim-Gilboa Pumped Storage Power Plant. In late February 2012, a private landowner filed a similar motion in such court. While the Authority cannot presently predict whether and to what extent any lawsuits will be initiated based on such notices of claim or similar claims that may be filed in the future, or the outcome of any such litigation, the Authority believes that it has meritorious defenses and positions with respect thereto.

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.

#### (e) **Construction Contracts and Net Operating Leases**

Estimated costs to be incurred on outstanding contracts in connection with the Authority's construction programs aggregated approximately \$486 million at December 31, 2011.

Noncancelable operating leases primarily include leases on real property (office and warehousing facilities and land) utilized in the Authority's operations. Commitments under noncancelable operating leases are as follows:

	<u>Total</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
	(In millions)						
Operating leases	\$ 2.2	0.8	0.5	0.4	0.3	0.1	0.1

#### (f) **Small, Clean Power Plants and 500-MW Plant**

To meet capacity deficiencies and ongoing load requirements in the New York City metropolitan area, which could also adversely affect the statewide electric pool, the Authority placed in operation, in the Summer of 2001, 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, as early as the commercial operation date of either the 500-MW plant (December 31, 2005) or another specified plant being constructed in the New York City area, if the Mayor of New York City directs such cessation. No such cessation has occurred.

To serve its NYC Governmental Customers and to comply with the NYISO in-city capacity requirement in the New York City area, the Authority has constructed a 500-MW combined-cycle natural-gas-and-distillate-fueled power plant at the Poletti site (the 500-MW plant) as the most cost-effective means of effectuating such compliance. In connection with the licensing of the 500-MW plant, the Authority entered into an agreement that resulted in the cessation of operation of the Authority's Poletti plant (which had entered into service in 1977) on January 31, 2010.

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#### (g) *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 which the Authority currently possesses under the Act and other applicable law or otherwise would affect the Authority's financial condition or its ability to conduct its business, activities, or operations, in the manner presently conducted or contemplated 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 which purports to impose financial and other obligations on the Authority, either individually or along with other public authorities or governmental entities. The applicability of such provisions to the Authority would depend upon, among other things, the nature of the obligations imposed and the applicability of the pledge of the State set forth in Section 1011 of the Act to such provisions. There can be no assurance that in the case of each such provision, the Authority will be immune from the financial obligations imposed by such provision. Examples of such legislation affecting 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, the Power for Jobs and Energy Cost Savings Benefits programs, and the establishment of the Western New York Economic Development Fund.

#### **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 State legislation (generally budget legislation), 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 addition, 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, 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 in subsequent years, 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 Power for Jobs (PFJ) Program and for other purposes as well. Beginning December 2002 through January 2012, the Authority has made voluntary contributions to the State of \$469 million in connection with the Power for Jobs Program with another \$6 million authorized for payment in the first quarter of 2012, and an additional \$402 million unrelated to the Power for Jobs Program. The 2011 (\$65 million) and the 2010 (\$147 million) contributions to State which are not related to the PFJ Program were recorded as a nonoperating expense and classified as contributions to New York State in the 2011 and 2010 statement of revenues, expenses and changes in net assets, respectively. The \$60 million paid in January 2012 will be reported as a nonoperating expense in the 2012 financial statements. In the Governor's proposed budget for State Fiscal Year 2012-2013, released in January 2012, it is proposed that the Authority be authorized to make an additional voluntary contribution of up to \$65 million unrelated to the Power for Jobs Program during such fiscal year. The proposed budget has not yet been enacted into law. Such contributions will only be made if authorized by legislation and approved by the Authority's Trustees as feasible and advisable at that time. See note 12(a), "Recharge New York Power Program," for a discussion of recent legislative activity involving the State Fiscal Year 2012-2013 budget.

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By budget legislation enacted in February 2009, the Authority was further authorized to make certain temporary asset transfers to the State of funds in reserves. Pursuant to the terms of a Memorandum of Understanding dated February 2009 (MOU) between the State, acting by and through the Director of the Budget of the State, and the Authority, the Authority agreed to transfer \$215 million associated with its Spent Nuclear Fuel Reserves (Asset B) by March 27, 2009. The Spent Nuclear Fuel Reserves are funds that have been set aside for the liability to the federal government sometime in the future when the federal government accepts the spent nuclear fuel for permanent storage. 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. Both transfers were approved by the Authority's Trustees and made in 2009.

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 would be 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 monies 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.

The Authority classified the transfers of Assets A and B (\$318 million) as a long-term loan receivable. In lieu of interest payments, the State 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 will be 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 will be waived from April 1, 2011 to March 31, 2017. These payments would have been approximately \$8 million per year but the waiver will be limited to a maximum of \$43 million for the period. The present value of the waivers approximates the present value of the lost interest income.

In May 2009, the County of Niagara, "on behalf of its residents", and several individuals commenced an Article 78 lawsuit in Niagara County Supreme Court against the Authority, its Trustees, the State of New York, and the State Comptroller. The lawsuit challenged on numerous grounds the legality of the two temporary asset transfers totaling \$318 million and two voluntary contributions made by the Authority to the State totaling \$226 million (except as such contributions relate to the Power for Jobs Program). Among other things, the lawsuit sought judgment providing for the return to the Authority of any such monies that have been paid; prohibiting such asset transfers and voluntary contributions in the future; directing the Authority to utilize such returned monies only for "statutorily permissible purposes"; directing the Authority to "rebat" to certain customers receiving hydropower from it some portion, to be determined, of the monies returned to the Authority; and directing that the Authority submit to an audit by the State Comptroller.

By decision dated December 23, 2009, the court denied respondents' motion to dismiss the petition; however, by decision dated March 25, 2011, the Appellate Division unanimously reversed the lower court's ruling and dismissed the amended petition in its entirety; and the Court of Appeals subsequently denied petitioners' motion seeking leave to appeal thereby concluding this litigation.

### **Energy Cost Savings Benefits**

Legislation was enacted into law in July 2005 (Chapter 313, 2005 Laws of New York) (the 2005 Act) which amended the Act and the New York Economic Development Law (EDL) in regard to several of the Authority's economic development power programs and the creation of energy cost savings benefits to be provided to certain Authority customers. Relating to the Energy Cost Savings Benefits (ECS Benefits), the 2005 Act revises the Act and the EDL to allow up to 70 MW of relinquished Replacement Power and up to 38.6 MW of Preservation Power that might be relinquished or withdrawn in the future to be sold by the Authority into the market and to use the net earnings, along with other funds of the Authority, as deemed feasible and advisable by the Authority's Trustees, for the purpose of providing ECS Benefits. The ECS Benefits are administered by the New York State Economic Development Power Allocation Board (EDPAB) and awarded based on

## NEW YORK POWER AUTHORITY

### Notes to Financial Statements

December 31, 2011 and 2010

criteria designed to promote economic development, maintain and develop jobs, and encourage new capital investment throughout New York State. The ECS Benefits are available only for business customers served under the Authority's High Load Factor, Economic Development Power and Municipal Distribution Agency programs which would have, in the absence of the ECS Benefits, faced rate increases beginning November 1, 2005.

In August 2006, legislation was enacted into law that extended the ECS Benefits Program through June 30, 2007 and also provided that the Authority make available for allocation to customers the 70 MW of hydropower that had been utilized as a source of funding the ECS Benefits. Subsequently, legislation has been enacted that extends the ECS Benefits Program through June 30, 2012, at which time the Program will end pursuant to the legislation establishing the RNYPP, discussed above. From the inception of the ECS Benefits Program through December 2007, there were no ECS Benefits paid by the Authority from internal funds, as opposed to funds derived from the sale of such hydropower. For 2008, the Authority paid \$21 million in ECS Benefits from internal funds. In 2009-2011, no ECS Benefits were paid from internal funds, which is reflective of the current lower market prices for electric energy. See "Recharge New York Power Program" within note 12(a) for a discussion of recent legislative activity involving the ECS Benefits Program.

#### Other Legislation

The "Public Authorities Accountability Act of 2005" ("PAAA") was signed into law in January 2006 and its various provisions address public authority reporting, governance, budgeting, oversight, and auditing matters, among other things. Additional public authority reform legislation took effect on March 1, 2010 which provides, among other things, for State Senate approval of certain authorities' chief executive officers, including the Authority, and also provides the State Comptroller with discretionary authority to review and approve certain contracts entered into by public authorities, including the Authority.

On July 21, 2010, President Obama signed into law the Dodd-Frank Wall Street Reform and Consumer Protection Act ("DF Act") which addresses, among other things, interest rate and energy swap transactions of the type in which the Authority engages ("Swaps"). Many of the requirements and processes in this area are to be set forth in regulations promulgated by the Commodities Futures Trading Commission ("CFTC"). The CFTC issued an order on July 14, 2011 that delayed implementation of many of the substantive provisions of the DF Act until December 31, 2011. Depending on the ultimate resolution of numerous issues, which is uncertain, including whether and to what extent Swaps are required to be cleared through clearinghouses and/or traded on exchanges with accompanying collateral and/or margin requirements; whether and to what extent Swaps entered into prior to the enactment of the DF Act are required to be collateralized; and whether and to what extent public power entities such as the Authority are exempted from these requirements, the impact of the DF Act on the Authority's liquidity and/or future risk mitigation activities could be significant. In the event such regulations are applied retroactively to Swap positions predating the enactment of the DF Act, it could require the Authority to post as much as \$185 million in collateral to maintain its open hedge positions as of July 16, 2012 (the revised, full-implementation date adopted by the CFTC in December 2011). The Authority has sufficient liquidity to post such collateral, if required.

In the Governor's proposed budget for State Fiscal Year 2012-2013, released in January 2012, it is proposed that public benefit corporations be authorized to make voluntary contributions into the State treasury or to other public benefit corporations in such amounts as the governing board of such corporation deems feasible and advisable, after due consideration of such corporation's legal and financial obligations, and that any such contribution will be deemed to be a valid and proper purpose for which available funds may be applied. The proposed budget legislation has not yet been enacted into law.

#### (h) *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. The Authority currently expects that the costs associated with the relicensing of the Niagara Project will be at least \$495 million (2007 dollars) over a period of 50 years, which 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. Of the \$495 million, \$218 million has been spent as of December 31, 2011.

## NEW YORK POWER AUTHORITY

### Notes to Financial Statements

December 31, 2011 and 2010

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.

In December 2009, the Authority's Trustees approved an amendment of the Niagara Relicensing Settlement Agreement (Settlement Agreement) to implement a proposal to expedite the then current funding stream provided for Buffalo's waterfront redevelopment effort under the Settlement Agreement in order to facilitate the completion of the Canal Side project and reinvigorate downtown Buffalo's inner harbor area. This acceleration in funding results in the Authority providing a payment stream of \$4.7 million a year for 20 years in lieu of the original payment stream of \$3.5 million per year for the remaining 47 years of the Niagara License.

In addition, the EDPAB and the Authority's Trustees approved an Industrial Incentive Award which provides an additional \$3.7 million a year from 2010 to 2029 to support the harbor revitalization efforts. The second \$3.7 million payment was made in October 2011.

#### **(i) Regional Greenhouse Gas Initiative and Air Pollution Rule**

The Regional Greenhouse Gas Initiative (RGGI) is a cooperative effort by Northeastern and Mid-Atlantic states (including New York) to hold carbon dioxide emission levels steady from 2009 to 2014 and then reduce such levels by 2.5% annually in the years 2015 to 2018 for a total 10% reduction. 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, SCPPs, and 500-MW Plant are subject to the RGGI requirements as is AEII. The Authority has participated in program auctions commencing in September 2008 and expects to recover RGGI costs through its power sales revenues. The Authority is monitoring federal legislation and proposed programs that would impact RGGI.

During the last half of 2011, the Environmental Protection Agency ("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. On December 30, 2011, the U.S. Court of Appeals (D.C. Circuit) granted a stay of the CSAPR pending the court's resolution of numerous petitions for review. In the interim, the court indicated that the EPA should continue to enforce its Clean Air Interstate Rule ("CAIR") which the CSAPR was designed to replace. The Authority has been able to operate its fossil plants and the Astoria Energy II plant within the allocated allowances under the CAIR. In the event the CSAPR as promulgated by the EPA ultimately is implemented following judicial review, the Authority anticipates that operation of its fossil plants and the Astoria Energy II plant would not be impacted.

#### **(j) Wind and Solar Initiatives**

In December 2009, the Authority issued a non-binding RFP for development of a utility scale, offshore wind power project in the range of 120 MW to 500 MW to be located within New York State waters of Lake Erie and/or Lake Ontario. The RFP indicated that the Authority would purchase the full output of the project under a long-term power purchase agreement. In June 2010, the Authority announced that five proposals had been received in response to the RFP. Based on a multi-disciplinary review, which included among other things, costs, economic development benefits, community response, and environmental impacts, in September 2011, the Authority's Trustees voted to end the competitive solicitation process for the proposed Great Lakes Offshore Wind Project (GLOW) without awarding a contract for project development.

The Long-Island-New York City Offshore Wind Collaborative (Collaborative), which consists of the Authority, Con Edison, the Long Island Power Authority (LIPA), the City of New York and other New York City and New York State governmental entities, is evaluating the potential development of between 350 MW up to 700 MW of offshore wind. The Collaborative is currently planning the next steps in project evaluation.

In January 2010, the Authority issued an RFP for 100 MW Statewide Solar Photovoltaic initiative seeking pricing for solar energy and related environmental attributes from 100 MW of solar power capacity to be installed statewide by 2014. The purpose of this initiative is to support New York State energy policies and, in particular, the "45 x 15" initiative which is

## NEW YORK POWER AUTHORITY

Notes to Financial Statements

December 31, 2011 and 2010

seeking to meet 45% of the State's energy needs through improved energy efficiency and clean, renewable energy by 2015. All of the solar photovoltaic ("PV") systems would be installed, owned and operated by solar developers who would sell all energy and environmental attributes to the Authority under a 20-year power purchase agreement with the Authority reselling the energy to the host site. The solar PV would be installed primarily at schools and government facilities statewide. Responses to the RFP were received in April 2010 and it is anticipated that the Authority's Trustees will act on this matter later in 2012.

**REQUIRED SUPPLEMENTARY INFORMATION  
(UNAUDITED)**

**NEW YORK POWER AUTHORITY**

Required Supplementary Information

Schedule of Funding Progress for the Retiree Health Plan (Unaudited)

(In millions)

<u>Actuarial valuation date</u>	<u>Actuarial value of assets (a)*</u>	<u>Actuarial Liability (AAL) – projected unit credit method (b)</u>	<u>Unfunded AAL (UAAL) (b – a)</u>	<u>Funded ratio (a/b)</u>	<u>Covered payroll (c)</u>	<u>UAAL as a percentage of covered payroll ((b – a)/c)</u>
January 1, 2010	\$ 218	400	182	55%	\$ 141	129%
January 1, 2008	100	337	237	30	133	178
January 1, 2006	—	301	301	—	130	232
January 1, 2004	—	279	279	—	116	241
January 1, 2002	—	271	271	—	107	253

See accompanying independent auditors' report.

**New York Power Authority**  
**Net Income - Actual vs. Budgeted**  
**For the Year ended December 31, 2011**  
(\$ in millions)

	Actual	Budget	Variance Favorable/ (Unfavorable)
<b>Operating Revenues</b>			
Customer	\$ 1,960	\$ 2,070	\$ (110)
NYISO Market Revenues	696	609	87
Total Operating Revenues	<u>2,656</u>	<u>2,679</u>	<u>(23)</u>
<b>Operating Expenses</b>			
Purchased Power	853	913	60
Fuel Consumed - Oil & Gas	258	296	38
Wheeling	548	543	(5)
Operations & Maintenance	512	452	(60)
Depreciation & Amortization	194	195	1
	<u>2,365</u>	<u>2,399</u>	<u>34</u>
<b>Operating Income</b>	<b>291</b>	<b>280</b>	<b>11</b>
<b>Nonoperating Revenues and Expenses</b>			
<b>Nonoperating Revenues</b>			
Investment Income	47	33	14
Other income	99	88	11
Total Nonoperating Revenues	<u>146</u>	<u>121</u>	<u>25</u>
<b>Nonoperating Expenses</b>			
Contribution to New York State	65	65	-
Interest and Other Expenses	137	157	20
Total Nonoperating Expenses	<u>202</u>	<u>222</u>	<u>20</u>
<b>Nonoperating Income (Loss)</b>	<b>(56)</b>	<b>(101)</b>	<b>45</b>
<b>Net Income</b>	<b><u>\$ 235</u></b>	<b><u>\$ 179</u></b>	<b><u>\$ 56</u></b>

Net income for the year ended December 31, 2011 was \$235 which was \$56 higher than budgeted. Positive variances attributable to higher net margins\* on sales (\$70) and higher non-operating income (\$45) were partially offset by higher operations and maintenance expenses (\$60).

Net margins were higher primarily at St. Lawrence (\$45) and Niagara (\$39) due to higher generation and higher prices on market-based sales. Net generation at Niagara and St. Lawrence was 14% higher than budgeted for the year. These positives were partially offset by a lower net margin at Blenheim-Gilboa (\$12) primarily due to lower prices on capacity sales. Non-operating income included a mark-to-market gain on the Authority's investment portfolio (\$13), lower interest costs (\$20) and the settlement of the spent nuclear fuel claim (\$11) against the United States Department of Energy not included in the budget. The mark-to-market gain and lower interest costs resulted primarily from lower than budgeted market interest rates. Operations and maintenance expenses were higher due to additional Power for Jobs related voluntary contributions to New York State (\$14) and the recognition of residential consumer discounts (\$42) included in the Recharge New York (RNY) Power Program legislation. The additional Power for Jobs voluntary contribution includes \$8 relating to 2010 and \$6.0 for 2011. On June 28, 2011, the Authority's Trustees authorized the use of revenues from the sale of withdrawn hydropower under the RNY legislation into the wholesale market or, as necessary, internal funds to fund the residential consumer discount program for its first six months.

\* Operating revenues less purchased power, fuel and wheeling expenses.

March 27, 2012

**MEMORANDUM TO THE TRUSTEES**

**FROM THE CHAIRMAN**

**SUBJECT: Election of Chief Operating Officer**

**SUMMARY**

The Trustees are requested to consider the election of Edward Welz of Queens County, New York as Chief Operating Officer of the Authority, effective immediately.

**BACKGROUND AND DISCUSSION**

Article IV, Section 2 of the Authority's By-laws provides for the election of certain non-statutory officers by the Trustees. Section 3 of the same Article provides that such non-statutory officers shall hold office until his successor is chosen and qualified or his earlier removal, resignation or death.

**RECOMMENDATION**

It is recommended that, pursuant to Article IV of the By-laws, adopted December 18, 1984, and last amended on July 26 2011, Edward Welz be elected as Chief Operating Officer, effective immediately, to hold such office until his successor is chosen and qualified or his earlier removal, resignation or death.

The attached resolution is recommended for adoption.

Michael J. Townsend  
Chairman

Att.  
COO Election

## **RESOLUTION**

RESOLVED, That pursuant to Article IV, Section 2 of the Authority's By-laws, Edward Welz is hereby elected as Chief Operating Officer, effective immediately, and shall hold office until his successor is chosen and qualified or his earlier removal, resignation or death.

March 27, 2012

**MEMORANDUM TO THE TRUSTEES**

**FROM THE CHAIRMAN**

**SUBJECT: Election of Executive Vice President and Chief Financial Officer**

**SUMMARY**

The Trustees are requested to consider the election of Donald Russak of Westchester County, New York as Executive Vice President and Chief Financial Officer of the Authority effective immediately.

**BACKGROUND AND DISCUSSION**

Article IV, Section 2 of the Authority's By-laws provides for the election of certain non-statutory officers by the Trustees. Section 3 of the same Article provides that such non-statutory officers shall hold office until his successor is chosen and qualified or his earlier removal, resignation or death.

**RECOMMENDATION**

It is recommended that, pursuant to Article IV of the By-laws, adopted December 18, 1984, and last amended on July 26, 2011, Donald Russak be elected as Executive Vice President and Chief Financial Officer, effective immediately, to hold such office until his successor is chosen and qualified or his earlier removal, resignation or death.

The attached resolution is recommended for adoption.

Michael J. Townsend  
Chairman

Att.  
EVP & CFO Election

## **RESOLUTION**

RESOLVED, That pursuant to Article IV, Section 2 of the Authority's By-Laws, Donald Russak is hereby elected as Executive Vice President and Chief Executive Officer, effective immediately, and shall hold office until his successor is chosen and qualified or his earlier removal, resignation or death.

March 27, 2012

**MEMORANDUM TO THE TRUSTEES**

**FROM CHAIRMAN TOWNSEND**

**SUBJECT: Election of the Vice Chairman of the Authority**

**SUMMARY**

In accordance with Section 1004 of the Public Authorities Law (the “Power Authority Act”), the Trustees are requested to elect John S. Dyson, of Millbrook, Dutchess County, as Vice Chairman of the Authority, effective immediately.

**DISCUSSION**

Section 1004 of the Power Authority Act provides that the Trustees may choose, from among their own number, a Trustee to hold the position of Vice Chairman of the Authority. John Dyson is exceptionally well qualified to serve as Vice Chairman based on his long career and many accomplishments in the public and private sectors, his extensive business skills, his knowledge of energy and economic development issues and his commitment to public service.

Mr. Dyson currently serves as Chairman of Millbrook Capital Management, a private investment firm that manages a manufacturing company, a hedge fund and vineyards in Millbrook, California and Italy. His career in public service includes a previous tenure as Chairman of the Power Authority from 1979 to 1985, with appointments as a Trustee by Governors Hugh L. Carey and Mario M. Cuomo. Mr. Dyson’s accomplishments as Chairman included winning regulatory approval for construction of the 207-mile Marcy-South transmission line in the face of intense controversy and opposition; negotiating and signing a major contract for purchases of hydroelectric power from Quebec; conceiving and implementing “Juice for Jobs,” the first Power Authority program to specifically link low-cost power allocations to job creation and protection by recipients; developing a multifaceted program to reduce the state’s dependence on imported oil; establishing and implementing the Authority’s first energy efficiency program; and presiding over construction of the Authority’s first two small hydroelectric projects--at the Ashokan and Kensico reservoirs.

Prior to his nearly six years as Power Authority Chairman, Mr. Dyson had served in the Carey Administration, beginning in 1975, as Commissioner of Agriculture and Markets and as Commissioner of Commerce. After leaving the Authority, he worked for the next decade in the private sector. From 1995 through 2001, he served in the administration of New York City Mayor Rudolph W. Giuliani as Deputy Mayor for Economic Development and Finance and then as Chairman of the Mayor’s Council of Economic Advisors. In the period since, he has devoted much of his time to directing the activities of Millbrook Capital Management, but has also taken on a number of public-service assignments related to energy issues and policy in New York State and nationally.

Mr. Dyson served as a lieutenant in the U.S. Army in military intelligence from 1968 through 1970. His service included one year in Vietnam, where he earned the Bronze Star, and a subsequent assignment at the Pentagon on the staff of the Assistant Chief of Staff, Intelligence. Mr. Dyson holds a Bachelor of Science degree from Cornell University, where he majored in agricultural economics, and a Master's degree in Public Affairs from the Woodrow Wilson School of Public and International Affairs at Princeton University.

RECOMMENDATION

It is hereby recommended that John S. Dyson be elected as Vice Chairman of the Authority, effective immediately.

The attached resolution is recommended for adoption.

Michael J. Townsend  
Chairman

Att.  
JD Election

**RESOLUTION**

RESOLVED, That pursuant to §1004 of the Public Authorities Law, John S. Dyson, of Millbrook, Dutchess County, be, and hereby is elected as the Vice Chairman of the Power Authority of the State of New York, effective immediately.

~~July 26, 2011~~ March 27, 2012

BY-LAWS  
of the  
POWER AUTHORITY  
OF THE STATE OF NEW YORK  
Statutory Authority  
Public Authorities Law §1004

Originally Adopted.....April 9, 1954,  
and amended.....July 28, 1954;  
September 28, 1956;  
May 1, 1961;  
December 19, 1966;  
July 1, 1968;  
April 27, 1978;  
November 28, 1978;  
October 31, 1979;  
December 18, 1984;  
January 22, 1985;  
October 29, 1985;  
April 29, 1986;  
February 28, 1989;  
February 22, 1994;  
April 26, 1994;  
August 29, 1995;  
December 17, 1996;  
September 11, 1997;  
December 15, 1998;  
October 26, 1999;  
November 28, 2000;  
April 30, 2002;  
February 28, 2006;  
April 28, 2006;  
April 24, 2007;  
October 30, 2007;  
October 28, 2008;  
February 24, 2009;  
December 15, 2009;  
January 26, 2010;  
October 26, 2010  
July 26, 2011  
March 27, 2012

Power Authority of the State of New York  
30 South Pearl Street  
Albany, New York 12207

# BY-LAWS Of the POWER AUTHORITY OF THE STATE OF NEW YORK

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**ARTICLE I – Offices**

**Section 1. Principal Office**

The principal office of the Power Authority of the State of New York (hereinafter referred to as the "Authority") shall be its Albany, New York office.

**Section 2. Other Offices**

The Authority may also have offices at such other places as the Trustees may from time to time determine or the business of the Authority may require.

**Section 3. Books And Records**

Except as otherwise determined by the Trustees or as the business of the Authority may require, all books and records of the Authority shall be kept at its White Plains, New York office.

**ARTICLE II – Trustees**

**Section 1. Number, Term, Appointment And Vacancies**

The number and term of Trustees and the appointment and process of filling vacancies shall be governed by Title 1 of Article 5 of the Public Authorities Law (hereinafter referred to as the "Power Authority Act").

**Section 2. Powers And Duties**

The powers and duties of the Trustees shall be governed by the Power Authority Act ~~and other applicable provisions of the Public Authorities Law~~. To implement these powers and duties, the Trustees shall, ~~among other things~~, oversee the Authority’s chief executive and ~~other executive~~ management in the effective and ethical management of the Authority; understand, review and monitor financial, management and operational decisions of the Authority; annually approve the salary of the President and Chief Executive Officer and the Executive Management Committee; and annually review and approve ~~annually the employee~~ policies ~~and procedures~~ governing: ~~(i) the salary, (ii) compensation, (iii) benefits, and (iv) time and attendance of the chief executive and management.~~

**ARTICLE III - Trustees' Meetings**

**Section 1. Place Of Meetings**

Meetings of the Trustees shall be held at the principal office of the Authority or at such other place as the Trustees may from time to time designate. Trustees may conduct meetings by videoconference.

## **Section 2. Annual Meeting**

The annual meeting of the Trustees shall be held in March of each year, unless otherwise determined by them and at such time and place as the Trustees may from time to time designate.

## **Section 3. Regular Meetings**

Regular meetings of the Trustees shall be held in accordance with a schedule adopted annually by the Trustees for that purpose and may be changed from time to time within that year by the Chair in consultation with the Trustees.

## **Section 4. Special Meetings**

Special meetings of the Trustees may be called by the Chair or Vice Chair or upon the request of any three Trustees. The Corporate Secretary shall give notice of the time, place and purpose or purposes of each special meeting by mail at least three days before the meeting or in person or by telephone or facsimile or by other electronic communication at least two days before the meeting to each Trustee. The notice required to be given under this section may be waived by the Trustee to whom such notice is required to be given.

## **Section 5. Quorum**

At all Trustees' meetings, the presence of four Trustees shall be necessary to constitute a quorum and shall be sufficient for the transaction of business. Any act shall be sufficient for the transaction of business if such four Trustees are in agreement and any act of such four Trustees present at a meeting and which constitutes a quorum shall be an act of the Trustees. Participation by videoconference shall count for quorum and voting purposes but participation by telephone shall not.

## **ARTICLE IV – Officers**

### **Section 1. Officers**

The statutory officers of the Authority shall be a Chair and a Vice Chair, whose offices are created by and named in Section 1004 of the Public Authorities Law and who shall be chosen from among the Trustees; the non-statutory officers of the Authority shall be a President and Chief Executive Officer, a Chief Operating Officer, one or more Executive Vice Presidents, an Executive Vice President and General Counsel, a Corporate Secretary, a Treasurer, a Controller and such other officers as may be deemed necessary by the Trustees upon recommendation of the Governance Committee to transact the business and exercise the general and special powers of the Authority, all of whom shall be employees of the Authority.

## **Section 2. Election Of Non-Statutory Officers**

The President and Chief Executive Officer, the Chief Operating Officer, the Executive Vice President and General Counsel, the Executive Vice President and Chief Engineer – Power Supply, the Executive Vice President – Chief Administrative Officer ~~and Chief of Staff~~, the Executive Vice President and Chief Financial Officer, the Executive Vice President – ~~Energy Marketing and Business Development~~ Economic Development and Energy Efficiency, the Corporate Secretary and all other non-statutory officers shall be elected by the Trustees upon the recommendation of the Governance Committee at ~~any~~ the annual, regular or special meeting of the Trustees, except that the Vice President-Internal Audits, who shall be appointed by and serve at the pleasure of the Audit Committee.

## **Section 3. Term Of Office**

The President and Chief Executive Officer, the Chief Operating Officer, the Executive Vice President and General Counsel, the Corporate Secretary, the Executive Vice President and Chief Engineer - Power Supply, the Executive Vice President and Chief Financial Officer, the Executive Vice President – ~~Energy Marketing and Business Development~~ Economic Development and Energy Efficiency and the Executive Vice President – Chief Administrative Officer ~~and Chief of Staff~~ and all other non-statutory officers shall each hold office until his or her successor is chosen and qualified or until his or her earlier removal, resignation or death.

## **Section 4. Vacancies**

The Trustees may leave unfilled any office except those of Chair, Vice Chair, President and Chief Executive Officer, Chief Operating Officer, Executive Vice President and General Counsel or Corporate Secretary. In addition, the Trustees may fill these positions with an acting or interim appointment until such time as a permanent replacement is elected.

## **Section 5. Removal**

Any officer elected by the Trustees herein shall be subject to removal at any time by the Trustees with or without cause.

## **Section 6. Powers And Duties**

### **A. CHAIR**

The Chair shall preside at all meetings of the Trustees, shall be responsible for developing ~~and supervising the communication and implementation of~~ the strategic vision and mission of the Authority and shall on behalf of the Trustees oversee the Authority's chief executive and management in the effective and ethical management of the Authority. The Chair may appoint such assistants and employees as he or she may

deem necessary in order to perform such function and may fix their power, duties and compensations. The Chair may delegate to the Vice Chair, President and Chief Executive Officer or other officer or officers such of the Chair's powers and functions in the general supervision of the business of the Authority to the extent such delegation is consistent with the Power Authority Act and other applicable provisions of law.

#### **B. VICE CHAIR**

The Vice Chair shall possess such powers and shall perform such duties as may be assigned to him or her from time to time by the Trustees. The Vice Chair shall be Acting Chair in the absence or incapacity of the Chair and shall assume the powers and perform all duties of the Chair if the Chair is unable to perform such duties for any reason. The Vice Chair, when acting in the capacity of Acting Chair under this section, may delegate the powers or duties of Chair to another Trustee or the President and Chief Executive Officer during the period of disability or incapacity of the Chair.

#### **C. PRESIDENT AND CHIEF EXECUTIVE OFFICER**

The President, when elected by the Trustees and confirmed by the Senate, shall be the Chief Executive Officer of the Authority and, subject to such supervision as the Chair or the Trustees may from time to time exercise, shall have such duties and powers as hereinafter described. The President and Chief Executive Officer shall be responsible for the supervision of all of the Authority's operations. Except for activities or business units under the supervision of officers reporting to the Chair or the Trustees, he or she shall have primary responsibility for the activities of all Authority business units. Subject to the Authority's expenditure authorization procedures, the President and Chief Executive Officer may sign, execute and deliver in the name of the Authority powers of attorney, contracts, agreements, leases, notes, checks, drafts, bonds, obligations and such documents other than those required by these By-laws, law or resolution to be executed by the Chair and/or the Corporate Secretary. The President and Chief Executive Officer may, as deemed appropriate, delegate his or her powers and responsibilities to any non-statutory officers of the Authority.

#### **D. CHIEF OPERATING OFFICER**

The Chief Operating Officer, when elected by the Trustees, shall have such duties and powers as hereinafter described. The Chief Operating Officer shall manage and monitor the day-to-day operations of the Authority and shall report on same to the President and Chief Executive Officer. ~~Except as may be prescribed by the Chair or the Trustees, t~~The Chief Operating Officer shall ~~supervise~~ have primary responsibility for the operation and maintenance of all of the Authority's generation and transmission facilities; energy resource management; generation and transmission planning and development; licensing and construction; technical and operational compliance; and environment, health and safety. Subject to the Authority's expenditure authorization procedures, the Chief Operating Officer may sign, execute and deliver in the name of the Authority powers of attorney, contracts, agreements, leases, notes, checks, drafts,

bonds, obligations and such documents other than those required by these By-laws, law or resolution to be executed by the Chair and/or the Corporate Secretary. The Chief Operating Officer may, as deemed appropriate, delegate his or her powers and responsibilities to any non-statutory officers of the Authority.

***E. EXECUTIVE VICE PRESIDENT AND CHIEF ENGINEER – POWER SUPPLY***

The Executive Vice President and Chief Engineer – Power Supply shall be responsible for the safe, reliable and cost-effective operation and maintenance of all Authority generating and transmission facilities; all engineering, construction, maintenance and project management services and staff functions of business development and asset management, environment, health and safety, technical training and project development and licensing and shall report on same to the Chief Operating Officer.

***F. EXECUTIVE VICE PRESIDENT AND GENERAL COUNSEL***

There shall be an Executive Vice President and General Counsel of the Authority, who shall report to both the Trustees and the President and Chief Executive Officer and be the chief legal officer of the Authority. In that capacity, he or she shall advise and represent the Authority generally in all legal matters and proceedings, including legislative proceedings; shall designate those employees who shall be eligible to accept service of process on behalf of the Authority and possess such powers; and shall have general supervision over the property, business and affairs of the Office of the General Counsel. In addition, the Executive Vice President and General Counsel, together with the Chair and the Board of Trustees, shall supervise and direct the activities of the Office of the Corporate Secretary and the Vice President ~~–Labor Relations~~ and Chief Ethics and Compliance Officer.

***G. EXECUTIVE VICE PRESIDENT – CHIEF ADMINISTRATIVE OFFICER-~~AND CHIEF OF STAFF~~***

The Executive Vice President – Chief Administrative Officer ~~and Chief of Staff~~, shall oversee the day-to-day administration of the Authority and report to and advise the President and Chief Executive Officer on all administrative matters. The Executive Vice President -- Chief Administrative Officer ~~and Chief of Staff~~ shall coordinate the activities of the various business units, except for those under the supervision of officers reporting to the Chair or the Trustees, and the activities and projects of the President and Chief Executive Officer. In addition, the Executive Vice President – Chief Administrative Officer ~~and Chief of Staff~~ shall ensure that assignments are carried out for and reported to the President and Chief Executive Officer and provide operational and strategic support to the Chair and the Board of Trustees.

***H. EXECUTIVE VICE PRESIDENT AND CHIEF FINANCIAL OFFICER***

The Executive Vice President and Chief Financial Officer shall report and give advice to ~~the Chair and the Trustees~~ the President and Chief Executive Officer and shall

supervise and direct the activities of the Business Services Division, ~~give advice to the Chair and the Trustees~~ regarding financial and investment policies of the Authority, ~~oversees~~supervise the Authority's investment program, recommend and implement financial policies of the Authority and participate in the preparation of the financial reports of the Authority required by applicable law.

***I. EXECUTIVE VICE PRESIDENT – ~~ENERGY MARKETING AND BUSINESS DEVELOPMENT~~ECONOMIC DEVELOPMENT AND ENERGY EFFICIENCY***

The Executive Vice President – ~~Energy Marketing and Business Development~~Economic Development and Energy Efficiency shall manage and direct the Authority's client-based programs; its economic development, energy services and technology, ~~and power resource planning and acquisition activities~~; and the development of new products and programs.

***J. CORPORATE SECRETARY***

The Corporate Secretary shall report to the Chair and the Board of Trustees and to the Executive Vice President and General Counsel and attend all meetings of the Trustees and record all votes and shall keep a record of the proceedings of the Trustees in a Minutes Book to be kept for that purpose. The Corporate Secretary shall cause notice to be given of all meetings of the Trustees and shall be custodian of the records of the actions of the Trustees and shall keep in safe custody the seal of the Authority and shall have the authority to affix such seal to all documents and papers authorized to be executed by the Trustees or officers of the Authority requiring such seal to be affixed. The Corporate Secretary shall attest to the signatures of the Trustees and officers of the Authority and shall have the authority to cause copies to be made of all minutes, resolutions, records and documents of the Authority and to deliver certificates under seal to the effect that such copies are true and accurate and that all persons dealing with the Authority may rely on same.

***K. TREASURER***

The Treasurer shall have general custody of all funds and securities of the Authority and have general supervision of the collection and disbursement of Authority funds and shall endorse on behalf of the Authority for collection checks, notes and other obligations, and shall deposit the same to the credit of the Authority in such bank or banks or depositories as the Trustees may designate. The Treasurer may sign with the Chair, or such other person or persons as may be designated for such purpose by the Trustees, all bills of exchange or promissory notes of the Authority.

***L. CONTROLLER***

The Controller shall be in charge of the accounting operations, the preparation of fiscal accounts and the coordination of all external audits of the Authority.

## **M. VICE PRESIDENT - INTERNAL AUDITS**

There shall be a separate Office of Internal Audits which shall report to the Audit Committee and shall have such other powers and perform such other duties as customarily pertain to such office and as may be assigned to it by the Chair, ~~or the~~ Board of Trustees, or the President and Chief Executive Officer. The Vice President – Internal Audits shall meet at least three times per year with the Audit Committee.

## **N. SUCCESSION – ABSENCE OR VACANCY OF OFFICE OF PRESIDENT AND CHIEF EXECUTIVE OFFICER**

In the event of the incapacity or absence of the President and Chief Executive Officer, the Chief Operating Officer shall perform the duties of the President and Chief Executive Officer. If the office of Chief Operating Officer is vacant or the incumbent is absent, then the Executive Vice President and Chief Engineer – Power Supply shall perform the duties of the President and Chief Executive Officer. If the offices of Chief Operating Officer and Executive Vice President and Chief Engineer – Power Supply are vacant or the respective incumbents are absent, then the Executive Vice President and General Counsel shall perform the duties of the President and Chief Executive Officer. If the offices of Chief Operating Officer, Executive Vice President and Chief Engineer – Power Supply and Executive Vice President and General Counsel are vacant or the respective incumbents are absent, then the Executive Vice President and Chief Financial Officer shall perform the duties of the President and Chief Executive Officer.

## **ARTICLE V – Committees**

### **Section 1. Executive Management Committee**

The ~~Chair, the~~ President and Chief Executive Officer, the Chief Operating Officer, the Executive Vice President and General Counsel, the Executive Vice President and Chief Engineer - Power Supply, ~~the Executive Vice President – Chief Administrative Officer and Chief of Staff~~, the Executive Vice President and Chief Financial Officer, ~~the Executive Vice President – Energy Marketing and Business Development~~ and such other officers as the ~~Trustees~~ President and Chief Executive Officer may from time to time designate shall be members of an Executive Management Committee which shall periodically review and propose Authority corporate strategies, policies and programs and shall report on and make recommendations, ~~with the Chair's concurrence~~, to the Trustees. Any officer so designated shall serve on the Executive Management Committee at the pleasure of the ~~Trustees~~ President and Chief Executive Officer. The President and Chief Executive Officer, or in whose absence or disability his or her designee, shall preside at Executive Management Committee meetings, which shall be held quarterly or more often as the ~~Trustees~~ President and Chief Executive Officer may designate.

## ***Section 2. Audit Committee***

The Audit Committee shall consist of not less than three nor more than five members of the Board of Trustees. At least three members of the Committee shall be independent members of the Board of Trustees. All the members of the Audit Committee shall possess the necessary skills to understand the duties and functions of the Audit Committee and shall be familiar with corporate financial and accounting practices. It shall be the responsibility of the Audit Committee to recommend to the Trustees the hiring of a certified independent accounting firm for the Authority; establish the compensation to be paid to the accounting firm; provide direct oversight of the performance of the independent audit performed by the accounting firm hired for such purpose; and perform such other responsibilities as the Trustees shall from time to time assign to it.

## ***Section 3. Governance Committee***

The Governance Committee shall consist of not less than three nor more than five members of the Board of Trustees. At least three members of the Committee shall be independent members of the Board of Trustees. All the members of the Governance Committee shall possess the necessary skills to understand the duties and functions of the Governance Committee. It shall be the responsibility of the Governance Committee to keep the Trustees informed of current best governance practices; review corporate governance trends; recommend updates to the Authority's corporate governance principles; advise appointing authorities on the skills and experience required of potential Trustees; examine ethical and conflict of interest issues; perform Trustee self-evaluations; recommend By-laws which include rules and procedures for conduct of Trustee business; make recommendations to the Board of Trustees on the election of statutory and non-statutory officers and their compensation; and perform such other responsibilities as the Trustees shall from time to time assign to it.

## ***Section 4. Finance Committee***

The Finance Committee shall consist of not less than three nor more than five members of the Board of Trustees. At least three members of the Committee shall be independent members of the Board of Trustees. All the members of the Finance Committee shall possess the necessary skills to understand the duties and functions of the Finance Committee. It shall be the responsibility of the Finance Committee to review proposals for the issuance of debt by the Authority and make appropriate recommendations to the Board of Trustees and perform such other responsibilities as the Trustees shall from time to time assign to it.

## ***Section 5. Strategic Planning and Energy Policy Committee***

***The Strategic Planning and Energy Policy Committee shall consist of not less than three nor more than five members of the Board of Trustees. At least three members of the Committee shall be independent members of the Board of Trustees. It shall be the***

responsibility of the Strategic Planning and Energy Policy Committee to review the Authority's mission and develop, at least annually, a strategic vision for the Authority, with emphasis on its future goals, projects and overall direction.

***Section ~~56~~. Other Committees***

The Trustees or the Chair may appoint other committees which shall have and may exercise such powers as shall be authorized by the Trustees, ~~or by actions of the~~ Chair or ~~the~~ President and Chief Executive Officer.

**ARTICLE VI - Corporate Seal**

***Section 1. Seal***

The seal of the Authority shall be a design symbolizing its activities and shall be surrounded by the words "Power Authority of the State of New York" as shown by the



following impression of such seal: -



**ARTICLE VII - Fiscal Management**

***Section 1. Fiscal Year***

The Trustees shall have the power to fix, and may, from time to time, change by resolution, the fiscal year of the Authority. Unless otherwise fixed by the Trustees, the calendar year shall be the fiscal year.

## **Section 2. Strategic Plan**

The Trustees shall annually review a strategic plan developed by the Executive Management Committee under the supervision of the ~~Chair~~ 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.

## **Section 3. Annual Budgets**

The Trustees shall annually adopt an operation and maintenance budget and a capital budget for the Authority's operating facilities and support departments.

## **Section 4. Capital Expenditure Plan**

The Trustees shall review an annual capital expenditure plan which shall summarize all present and proposed capital projects.

## **Section 5. Expenditure Authorization Procedures**

The Trustees shall adopt expenditure authorization procedures which shall govern the annual budget, capital expenditure plan, contract executions and all approval authorizations.

## **Section 6. Disbursement Of Funds**

The Trustees, except as otherwise provided in these By-laws, may authorize any officer or other employee to execute any requisition, voucher, draft or check for the disbursement or transfer of funds of the Authority.

## **ARTICLE VIII - Execution of Instruments**

### **Section 1. Execution Of Instruments**

The Trustees, except as otherwise provided in these By-laws, may authorize any officer, employee or agent, pursuant to the expenditure authorization procedures or otherwise, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Authority, and such power to execute and deliver may be general or specific; unless so authorized, no officer, employee or agent shall have any power or authority to bind the Authority by any contract or engagement or pledge of its credit or to render it liable pecuniarily for any purpose or in any amount.

## **ARTICLE IX – Amendment**

### **Section 1. Amendment**

The Trustees shall have the power to amend, alter or repeal any provision or provisions of these By-laws at any annual, regular or special meeting.

## **ARTICLE X – Miscellaneous**

### **Section 1. Additional Appointments**

The Chief Operating Officer shall appoint all regional managers and site executive officers. ~~The Trustees may extend employment contracts to one or more officers of the Authority in order to insure continuity of senior management.~~

### **Section 2. Annual Reports**

The Trustees shall submit and publish an annual report, as prescribed by the Public Authorities Law, within ninety days after the close of the Authority's fiscal year. The annual report shall be certified by the Chair, the President and Chief Executive Officer and the Chief Financial Officer to the extent required by the Public Authorities Law. The annual report shall be accompanied by such other documents and information as the Public Authorities Law requires.

### **Section 3. Defense And Indemnification Of Trustees And Employees**

The provisions of the Defense and Indemnification Policy ("Policy") of the Authority as amended and adopted on April 26, 1994, and the provisions of the resolution as amended and adopted by the Authority on April 26, 1994, conferring the benefits of Section 18 of the New York Public Officers Law ("POL § 18") on the Authority's Trustees and employees and agreeing to be held liable for the costs thereof, shall constitute a contract between the Authority and each of its Trustees and employees, as such persons are defined in the Policy, and the Authority agrees that the benefits thereof shall be made available to each Trustee or employee with respect to any act or omission which has occurred or may in the future occur during the period such Policy and the resolution conferring the benefits of POL § 18 are in effect, and no amendment to such Policy or such resolution which modifies the provisions thereof shall take effect with respect to any act or omission of a Trustee or employee which occurred prior to the effective date of such amendment unless the effect of such amendment is to increase the defense and indemnification protection afforded to such Trustee or employee prior to such effective date.

### **Section 4. Authority Corporate Policies And Procedures**

Unless otherwise provided by law, regulation or these By-laws, every officer or employee of the Authority shall be subject to all the Authority's corporate policies and procedures as embodied in its corporate policies program.

### **~~Section 5. Disposal Of Authority Property For Below Fair Market Value~~**

~~The Trustees shall approve disposals of Authority property for less than fair market value and make such determinations regarding such disposals as the Public Authorities~~

~~Law requires. Any request to the Trustees for such approval shall be accompanied by the information prescribed by the Public Authorities Law and such other information as the Trustees may require.~~

**March 27, 2012**

**BY-LAWS  
of the  
POWER AUTHORITY  
OF THE STATE OF NEW YORK**  
Statutory Authority  
Public Authorities Law §1004

Originally Adopted.....April 9, 1954,  
and amended.....July 28, 1954;  
September 28, 1956;  
May 1, 1961;  
December 19, 1966;  
July 1, 1968;  
April 27, 1978;  
November 28, 1978;  
October 31, 1979;  
December 18, 1984;  
January 22, 1985;  
October 29, 1985;  
April 29, 1986;  
February 28, 1989;  
February 22, 1994;  
April 26, 1994;  
August 29, 1995;  
December 17, 1996;  
September 11, 1997;  
December 15, 1998;  
October 26, 1999;  
November 28, 2000;  
April 30, 2002;  
February 28, 2006;  
April 28, 2006;  
April 24, 2007;  
October 30, 2007;  
October 28, 2008;  
February 24, 2009;  
December 15, 2009;  
January 26, 2010;  
October 26, 2010  
July 26, 2011  
March 27, 2012

Power Authority of the State of New York  
30 South Pearl Street  
Albany, New York 12207

**BY-LAWS  
Of the  
POWER AUTHORITY  
OF THE STATE OF NEW YORK**

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**ARTICLE I – Offices**

***Section 1. Principal Office***

The principal office of the Power Authority of the State of New York (hereinafter referred to as the "Authority") shall be its Albany, New York office.

***Section 2. Other Offices***

The Authority may also have offices at such other places as the Trustees may from time to time determine or the business of the Authority may require.

***Section 3. Books And Records***

Except as otherwise determined by the Trustees or as the business of the Authority may require, all books and records of the Authority shall be kept at its White Plains, New York office.

**ARTICLE II – Trustees**

***Section 1. Number, Term, Appointment And Vacancies***

The number and term of Trustees and the appointment and process of filling vacancies shall be governed by Title 1 of Article 5 of the Public Authorities Law (hereinafter referred to as the "Power Authority Act").

***Section 2. Powers And Duties***

The powers and duties of the Trustees shall be governed by the Power Authority Act. To implement these powers and duties, the Trustees shall, oversee the Authority's chief executive and executive management in the effective and ethical management of the Authority; understand, review and monitor financial, management and operational decisions of the Authority; annually approve the salary of the President and Chief Executive Officer and the Executive Management Committee; and annually review and approve employee policies governing: salary, compensation, benefits, and attendance.

**ARTICLE III - Trustees' Meetings**

***Section 1. Place Of Meetings***

Meetings of the Trustees shall be held at the principal office of the Authority or at such other place as the Trustees may from time to time designate. Trustees may conduct meetings by videoconference.

## ***Section 2. Annual Meeting***

The annual meeting of the Trustees shall be held in March of each year, unless otherwise determined by them and at such time and place as the Trustees may from time to time designate.

## ***Section 3. Regular Meetings***

Regular meetings of the Trustees shall be held in accordance with a schedule adopted annually by the Trustees for that purpose and may be changed from time to time within that year by the Chair in consultation with the Trustees.

## ***Section 4. Special Meetings***

Special meetings of the Trustees may be called by the Chair or Vice Chair or upon the request of any three Trustees. The Corporate Secretary shall give notice of the time, place and purpose or purposes of each special meeting by mail at least three days before the meeting or in person or by telephone or facsimile or by other electronic communication at least two days before the meeting to each Trustee. The notice required to be given under this section may be waived by the Trustee to whom such notice is required to be given.

## ***Section 5. Quorum***

At all Trustees' meetings, the presence of four Trustees shall be necessary to constitute a quorum and shall be sufficient for the transaction of business. Any act shall be sufficient for the transaction of business if such four Trustees are in agreement and any act of such four Trustees present at a meeting and which constitutes a quorum shall be an act of the Trustees. Participation by videoconference shall count for quorum and voting purposes but participation by telephone shall not.

# **ARTICLE IV – Officers**

## ***Section 1. Officers***

The statutory officers of the Authority shall be a Chair and a Vice Chair, whose offices are created by and named in Section 1004 of the Public Authorities Law and who shall be chosen from among the Trustees; the non-statutory officers of the Authority shall be a President and Chief Executive Officer, a Chief Operating Officer, one or more Executive Vice Presidents, an Executive Vice President and General Counsel, a Corporate Secretary, a Treasurer, a Controller and such other officers as may be deemed necessary by the Trustees upon recommendation of the Governance Committee to transact the business and exercise the general and special powers of the Authority, all of whom shall be employees of the Authority.

## ***Section 2. Election Of Non-Statutory Officers***

The President and Chief Executive Officer, the Chief Operating Officer, the Executive Vice President and General Counsel, the Executive Vice President and Chief Engineer – Power Supply, the Executive Vice President – Chief Administrative Officer, the Executive Vice President and Chief Financial Officer, the Executive Vice President – Economic Development and Energy Efficiency , the Corporate Secretary and all other non-statutory officers shall be elected by the Trustees upon the recommendation of the Governance Committee at any annual, regular or special meeting of the Trustees, except that the Vice President-Internal Audits, who shall be appointed by and serve at the pleasure of the Audit Committee.

## ***Section 3. Term Of Office***

The President and Chief Executive Officer, the Chief Operating Officer, the Executive Vice President and General Counsel, the Corporate Secretary, the Executive Vice President and Chief Engineer - Power Supply, the Executive Vice President and Chief Financial Officer, the Executive Vice President – Economic Development and Energy Efficiency and the Executive Vice President – Chief Administrative Officer and all other non-statutory officers shall each hold office until his or her successor is chosen and qualified or until his or her earlier removal, resignation or death.

## ***Section 4. Vacancies***

The Trustees may leave unfilled any office except those of Chair, Vice Chair, President and Chief Executive Officer, Chief Operating Officer, Executive Vice President and General Counsel or Corporate Secretary. In addition, the Trustees may fill these positions with an acting or interim appointment until such time as a permanent replacement is elected.

## ***Section 5. Removal***

Any officer elected by the Trustees herein shall be subject to removal at any time by the Trustees with or without cause.

## ***Section 6. Powers And Duties***

### ***A. CHAIR***

The Chair shall preside at all meetings of the Trustees, shall be responsible for developing the strategic vision and mission of the Authority and shall on behalf of the Trustees oversee the Authority's chief executive and management in the effective and ethical management of the Authority. The Chair may appoint such assistants and employees as he or she may deem necessary in order to perform such function and may fix their power, duties and compensations. The Chair may delegate to the Vice Chair, President and Chief Executive Officer or other officer or officers such of the

Chair's powers and functions in the general supervision of the business of the Authority to the extent such delegation is consistent with the Power Authority Act and other applicable provisions of law.

### ***B. VICE CHAIR***

The Vice Chair shall possess such powers and shall perform such duties as may be assigned to him or her from time to time by the Trustees. The Vice Chair shall be Acting Chair in the absence or incapacity of the Chair and shall assume the powers and perform all duties of the Chair if the Chair is unable to perform such duties for any reason. The Vice Chair, when acting in the capacity of Acting Chair under this section, may delegate the powers or duties of Chair to another Trustee or the President and Chief Executive Officer during the period of disability or incapacity of the Chair.

### ***C. PRESIDENT AND CHIEF EXECUTIVE OFFICER***

The President, when elected by the Trustees and confirmed by the Senate, shall be the Chief Executive Officer of the Authority and, subject to such supervision as the Chair or the Trustees may from time to time exercise, shall have such duties and powers as hereinafter described. The President and Chief Executive Officer shall be responsible for the supervision of all of the Authority's operations. Except for activities or business units under the supervision of officers reporting to the Chair or the Trustees, he or she shall have primary responsibility for the activities of all Authority business units. Subject to the Authority's expenditure authorization procedures, the President and Chief Executive Officer may sign, execute and deliver in the name of the Authority powers of attorney, contracts, agreements, leases, notes, checks, drafts, bonds, obligations and such documents other than those required by these By-laws, law or resolution to be executed by the Chair and/or the Corporate Secretary. The President and Chief Executive Officer may, as deemed appropriate, delegate his or her powers and responsibilities to any non-statutory officers of the Authority.

### ***D. CHIEF OPERATING OFFICER***

The Chief Operating Officer, when elected by the Trustees, shall have such duties and powers as hereinafter described. The Chief Operating Officer shall manage and monitor the day-to-day operations of the Authority and shall report on same to the President and Chief Executive Officer. The Chief Operating Officer shall supervise the operation and maintenance of all of the Authority's generation and transmission facilities; energy resource management; generation and transmission planning and development; licensing and construction; technical and operational compliance; and environment, health and safety. Subject to the Authority's expenditure authorization procedures, the Chief Operating Officer may sign, execute and deliver in the name of the Authority powers of attorney, contracts, agreements, leases, notes, checks, drafts, bonds, obligations and such documents other than those required by these By-laws, law or resolution to be executed by the Chair and/or the Corporate Secretary. The Chief

Operating Officer may, as deemed appropriate, delegate his or her powers and responsibilities to any non-statutory officers of the Authority.

***E. EXECUTIVE VICE PRESIDENT AND CHIEF ENGINEER – POWER SUPPLY***

The Executive Vice President and Chief Engineer – Power Supply shall be responsible for the safe, reliable and cost-effective operation and maintenance of all Authority generating and transmission facilities; all engineering, construction, maintenance and project management services and staff functions of business development and asset management, environment, health and safety, technical training and project development and licensing and shall report on same to the Chief Operating Officer.

***F. EXECUTIVE VICE PRESIDENT AND GENERAL COUNSEL***

There shall be an Executive Vice President and General Counsel of the Authority, who shall report to both the Trustees and the President and Chief Executive Officer and be the chief legal officer of the Authority. In that capacity, he or she shall advise and represent the Authority generally in all legal matters and proceedings, including legislative proceedings; shall designate those employees who shall be eligible to accept service of process on behalf of the Authority and possess such powers; and shall have general supervision over the property, business and affairs of the Office of the General Counsel. In addition, the Executive Vice President and General Counsel, together with the Chair and the Board of Trustees, shall supervise and direct the activities of the Office of the Corporate Secretary and the Vice President and Chief Ethics and Compliance Officer.

***G. EXECUTIVE VICE PRESIDENT – CHIEF ADMINISTRATIVE OFFICER***

The Executive Vice President – Chief Administrative Officer, shall oversee the day-to-day administration of the Authority and report to and advise the President and Chief Executive Officer on all administrative matters. The Executive Vice President -- Chief Administrative Officer shall coordinate the activities of the various business units, except for those under the supervision of officers reporting to the Chair or the Trustees, and the activities and projects of the President and Chief Executive Officer. In addition, the Executive Vice President – Chief Administrative Officer shall ensure that assignments are carried out for and reported to the President and Chief Executive Officer and provide operational and strategic support to the Chair and the Board of Trustees.

***H. EXECUTIVE VICE PRESIDENT AND CHIEF FINANCIAL OFFICER***

The Executive Vice President and Chief Financial Officer shall report and give advice to the President and Chief Executive Officer and shall supervise and direct the activities of the Business Services Division regarding financial and investment policies of the Authority, oversee the Authority's investment program, recommend and implement financial policies of the Authority and participate in the preparation of the financial reports of the Authority required by applicable law.

***I. EXECUTIVE VICE PRESIDENT – ECONOMIC DEVELOPMENT AND ENERGY EFFICIENCY***

The Executive Vice President – Economic Development and Energy Efficiency shall manage and direct the Authority’s client-based programs; its economic development, energy services and technology; and the development of new products and programs.

***J. CORPORATE SECRETARY***

The Corporate Secretary shall report to the Chair and the Board of Trustees and to the Executive Vice President and General Counsel and attend all meetings of the Trustees and record all votes and shall keep a record of the proceedings of the Trustees in a Minutes Book to be kept for that purpose. The Corporate Secretary shall cause notice to be given of all meetings of the Trustees and shall be custodian of the records of the actions of the Trustees and shall keep in safe custody the seal of the Authority and shall have the authority to affix such seal to all documents and papers authorized to be executed by the Trustees or officers of the Authority requiring such seal to be affixed. The Corporate Secretary shall attest to the signatures of the Trustees and officers of the Authority and shall have the authority to cause copies to be made of all minutes, resolutions, records and documents of the Authority and to deliver certificates under seal to the effect that such copies are true and accurate and that all persons dealing with the Authority may rely on same.

***K. TREASURER***

The Treasurer shall have general custody of all funds and securities of the Authority and have general supervision of the collection and disbursement of Authority funds and shall endorse on behalf of the Authority for collection checks, notes and other obligations, and shall deposit the same to the credit of the Authority in such bank or banks or depositories as the Trustees may designate. The Treasurer may sign with the Chair, or such other person or persons as may be designated for such purpose by the Trustees, all bills of exchange or promissory notes of the Authority.

***L. CONTROLLER***

The Controller shall be in charge of the accounting operations, the preparation of fiscal accounts and the coordination of all external audits of the Authority.

***M. VICE PRESIDENT - INTERNAL AUDITS***

There shall be a separate Office of Internal Audits which shall report to the Audit Committee and shall have such other powers and perform such other duties as customarily pertain to such office and as may be assigned to it by the Chair, the Board of Trustees, or the President and Chief Executive Officer. The Vice President – Internal Audits shall meet at least three times per year with the Audit Committee.

## ***N. SUCCESSION – ABSENCE OR VACANCY OF OFFICE OF PRESIDENT AND CHIEF EXECUTIVE OFFICER***

In the event of the incapacity or absence of the President and Chief Executive Officer, the Chief Operating Officer shall perform the duties of the President and Chief Executive Officer. If the office of Chief Operating Officer is vacant or the incumbent is absent, then the Executive Vice President and Chief Engineer – Power Supply shall perform the duties of the President and Chief Executive Officer. If the offices of Chief Operating Officer and Executive Vice President and Chief Engineer – Power Supply are vacant or the respective incumbents are absent, then the Executive Vice President and General Counsel shall perform the duties of the President and Chief Executive Officer. If the offices of Chief Operating Officer, Executive Vice President and Chief Engineer – Power Supply and Executive Vice President and General Counsel are vacant or the respective incumbents are absent, then the Executive Vice President and Chief Financial Officer shall perform the duties of the President and Chief Executive Officer.

### **ARTICLE V – Committees**

#### ***Section 1. Executive Management Committee***

The President and Chief Executive Officer, the Chief Operating Officer, the Executive Vice President and General Counsel, the Executive Vice President and Chief Engineer - Power Supply, the Executive Vice President and Chief Financial Officer, and such other officers as the President and Chief Executive Officer may from time to time designate shall be members of an Executive Management Committee which shall periodically review and propose Authority corporate strategies, policies and programs and shall report on and make recommendations, to the Trustees. Any officer so designated shall serve on the Executive Management Committee at the pleasure of the President and Chief Executive Officer. The President and Chief Executive Officer, or in whose absence or disability his or her designee, shall preside at Executive Management Committee meetings, which shall be held quarterly or more often as the President and Chief Executive Officer may designate.

#### ***Section 2. Audit Committee***

The Audit Committee shall consist of not less than three nor more than five members of the Board of Trustees. At least three members of the Committee shall be independent members of the Board of Trustees. All the members of the Audit Committee shall possess the necessary skills to understand the duties and functions of the Audit Committee and shall be familiar with corporate financial and accounting practices. It shall be the responsibility of the Audit Committee to recommend to the Trustees the hiring of a certified independent accounting firm for the Authority; establish the compensation to be paid to the accounting firm; provide direct oversight of the performance of the independent audit performed by the accounting firm hired for such purpose; and perform such other responsibilities as the Trustees shall from time to time assign to it.

### ***Section 3. Governance Committee***

The Governance Committee shall consist of not less than three nor more than five members of the Board of Trustees. At least three members of the Committee shall be independent members of the Board of Trustees. All the members of the Governance Committee shall possess the necessary skills to understand the duties and functions of the Governance Committee. It shall be the responsibility of the Governance Committee to keep the Trustees informed of current best governance practices; review corporate governance trends; recommend updates to the Authority's corporate governance principles; advise appointing authorities on the skills and experience required of potential Trustees; examine ethical and conflict of interest issues; perform Trustee self-evaluations; recommend By-laws which include rules and procedures for conduct of Trustee business; make recommendations to the Board of Trustees on the election of statutory and non-statutory officers and their compensation; and perform such other responsibilities as the Trustees shall from time to time assign to it.

### ***Section 4. Finance Committee***

The Finance Committee shall consist of not less than three nor more than five members of the Board of Trustees. At least three members of the Committee shall be independent members of the Board of Trustees. All the members of the Finance Committee shall possess the necessary skills to understand the duties and functions of the Finance Committee. It shall be the responsibility of the Finance Committee to review proposals for the issuance of debt by the Authority and make appropriate recommendations to the Board of Trustees and perform such other responsibilities as the Trustees shall from time to time assign to it.

### ***Section 5. Strategic Planning and Energy Policy Committee***

The Strategic Planning and Energy Policy Committee shall consist of not less than three nor more than five members of the Board of Trustees. At least three members of the Committee shall be independent members of the Board of Trustees. It shall be the responsibility of the Strategic Planning and Energy Policy Committee to review the Authority's mission and develop, at least annually, a strategic vision for the Authority, with emphasis on its future goals, projects and overall direction.

### ***Section 6. Other Committees***

The Trustees or the Chair may appoint other committees which shall have and may exercise such powers as shall be authorized by the Trustees, Chair or President and Chief Executive Officer.

## **ARTICLE VI - Corporate Seal**

### ***Section 1. Seal***

The seal of the Authority shall be a design symbolizing its activities and shall be surrounded by the words "Power Authority of the State of New York" as shown by the following impression of such seal:



## **ARTICLE VII - Fiscal Management**

### ***Section 1. Fiscal Year***

The Trustees shall have the power to fix, and may, from time to time, change by resolution, the fiscal year of the Authority. Unless otherwise fixed by the Trustees, the calendar year shall be the fiscal year.

### ***Section 2. Strategic Plan***

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.

### ***Section 3. Annual Budgets***

The Trustees shall annually adopt an operation and maintenance budget and a capital budget for the Authority's operating facilities and support departments.

### ***Section 4. Capital Expenditure Plan***

The Trustees shall review an annual capital expenditure plan which shall summarize all present and proposed capital projects.

## ***Section 5. Expenditure Authorization Procedures***

The Trustees shall adopt expenditure authorization procedures which shall govern the annual budget, capital expenditure plan, contract executions and all approval authorizations.

## ***Section 6. Disbursement Of Funds***

The Trustees, except as otherwise provided in these By-laws, may authorize any officer or other employee to execute any requisition, voucher, draft or check for the disbursement or transfer of funds of the Authority.

## **ARTICLE VIII - Execution of Instruments**

### ***Section 1. Execution Of Instruments***

The Trustees, except as otherwise provided in these By-laws, may authorize any officer, employee or agent, pursuant to the expenditure authorization procedures or otherwise, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Authority, and such power to execute and deliver may be general or specific; unless so authorized, no officer, employee or agent shall have any power or authority to bind the Authority by any contract or engagement or pledge of its credit or to render it liable pecuniarily for any purpose or in any amount.

## **ARTICLE IX – Amendment**

### ***Section 1. Amendment***

The Trustees shall have the power to amend, alter or repeal any provision or provisions of these By-laws at any annual, regular or special meeting.

## **ARTICLE X – Miscellaneous**

### ***Section 1. Additional Appointments***

The Chief Operating Officer shall appoint all regional managers and site executive officers.

### ***Section 2. Annual Reports***

The Trustees shall submit and publish an annual report, as prescribed by the Public Authorities Law, within ninety days after the close of the Authority's fiscal year. The annual report shall be certified by the Chair, the President and Chief Executive Officer and the Chief Financial Officer to the extent required by the Public Authorities Law. The

annual report shall be accompanied by such other documents and information as the Public Authorities Law requires.

### ***Section 3. Defense And Indemnification Of Trustees And Employees***

The provisions of the Defense and Indemnification Policy ("Policy") of the Authority as amended and adopted on April 26, 1994, and the provisions of the resolution as amended and adopted by the Authority on April 26, 1994, conferring the benefits of Section 18 of the New York Public Officers Law ("POL § 18") on the Authority's Trustees and employees and agreeing to be held liable for the costs thereof, shall constitute a contract between the Authority and each of its Trustees and employees, as such persons are defined in the Policy, and the Authority agrees that the benefits thereof shall be made available to each Trustee or employee with respect to any act or omission which has occurred or may in the future occur during the period such Policy and the resolution conferring the benefits of POL § 18 are in effect, and no amendment to such Policy or such resolution which modifies the provisions thereof shall take effect with respect to any act or omission of a Trustee or employee which occurred prior to the effective date of such amendment unless the effect of such amendment is to increase the defense and indemnification protection afforded to such Trustee or employee prior to such effective date.

### ***Section 4. Authority Policies And Procedures***

Unless otherwise provided by law, regulation or these By-laws, every officer or employee of the Authority shall be subject to all Authority policies and procedures.

# **Results of 2012 Survey of Executive Management Reporting**

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March 2012

# Survey of Executive Reporting Relationships

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- **Objective:** Ensure NYPA is consistent with other New York State authorities and peer utilities in executive management reporting structures
- **Approach:** Surveyed management structures at 9 New York public authorities and 17 large public power utilities, specifically Chief Financial Officer (CFO) and General Counsel reporting relationships
- **Results:**
  - Overwhelmingly, CFOs report directly to the President & CEO (or equivalent) with no reporting relationship to the Board
  - Authorities and other utilities employ a mixture of reporting structures for General Counsels, approximately half of survey respondents have at a dual reporting to the President & CEO (or equivalent) and also the Board of Trustees

# New York Public Authorities

## Discussion

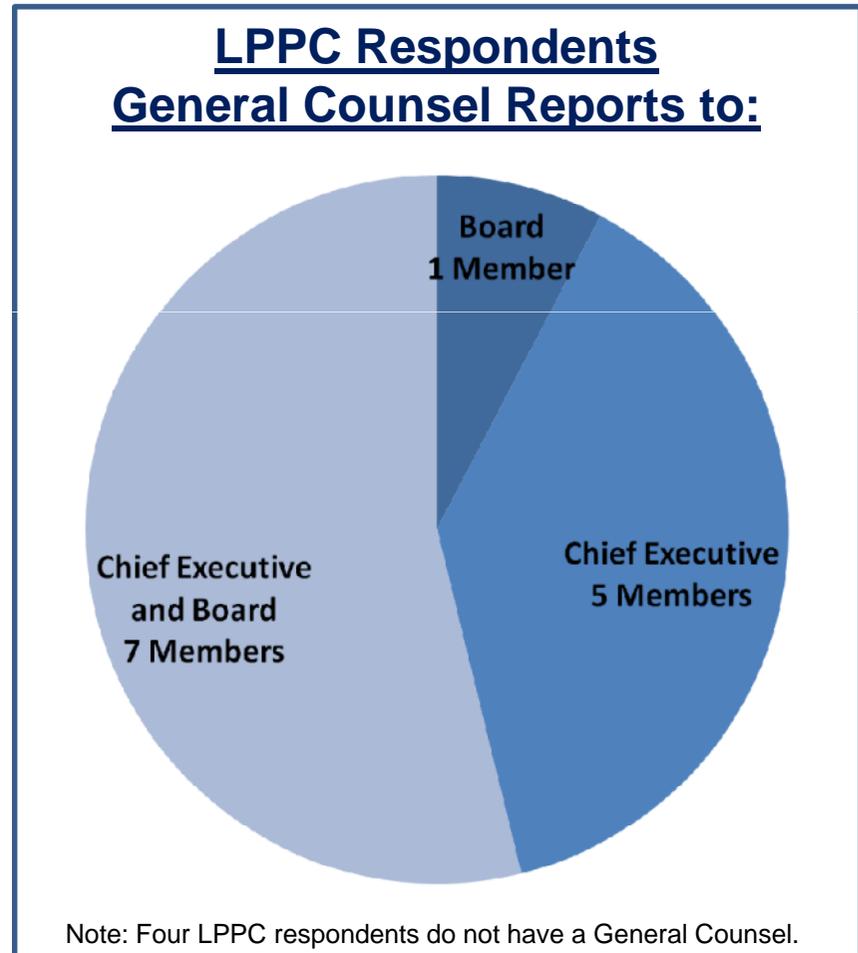
- CFO's (or equivalent) do not report solely to the Board in any case
- General Counsel reports solely to the Board in one case (i.e. PANYNJ)
- The sample is about evenly split between CFO (or equivalent) and General Counsel reporting solely to the Chief Executive and dual reporting with responsibilities to the Board

Authority	Chief Financial Officer Reports to	General Counsel Reports to
NYPA	Board	Board
Long Island Power Authority	CEO / Board	CEO / Board
Empire State Development Corp.	CEO / Board	CEO / Board
Metropolitan Transit Authority	Chairman & CEO	Chairman & CEO
NYS Bridge Authority	Chief Executive /Board	Chief Executive /Board
NYSERDA	President & CEO	President & CEO
Environmental Facilities Corp.	President & CEO	President & CEO
Thruway Authority	Chief Executive	Chief Executive
Dormitory Authority	Chief Executive	Chief Executive
Port Authority of NY/NJ	Chief Executive	Board

# Large Public Power Council (LPPC)

## Discussion

- Seventeen of 24 LPPC members responded to NYPA’s survey
- All respondents’ CFO (or equivalent) report solely to the Chief Executive, with no reporting responsibilities to the Board
- General Counsel reports solely to the Board in one case otherwise about evenly split between reporting solely to the Chief Executive and dual reporting with responsibilities to the Board



**STRATEGIC PLANNING AND ENERGY POLICY COMMITTEE CHARTER**

A. PURPOSE

The purpose of the of the Strategic Planning and Energy Policy Committee is to review the Authority’s mission and develop, at least annually, a strategic vision for the Authority, with emphasis on its energy policy, its future goals, projects and overall direction; and perform such other responsibilities as the Trustees shall assign to it.

B. MEMBERSHIP AND ORGANIZATION

(1) Committee Composition

The Committee shall be comprised of not less than three nor more than five members of the Board of Trustees. All members shall possess the necessary skills to understand the duties and functions of the Committee. Committee members and the Committee Chair shall be selected by a vote of the Board of Trustees.

(2) Term

Committee members shall serve for a period of five years subject to their term of office under the Public Authorities Law § 1003. Committee members may be reelected to serve for additional five year terms subject to their term of office. A Committee member may resign his or her position on the Committee while continuing to serve as a Trustee. In the event of a vacancy on the Committee due to death, resignation or otherwise, a successor will be selected to serve for the unexpired term.

(3) Removal

A Committee member may be removed if he or she is removed as a Trustee for cause, subject to Public Authorities Law § 2827, or is no longer eligible to serve as a Committee member.

(4) Meetings and Quorum

The Committee shall meet as often as it determines necessary to carry out its duties and responsibilities. A Committee member may call a special meeting of the Committee individually, or upon the request of the Authority’s President and Chief Executive Officer, Chief Operating Officer, Executive Vice President and General Counsel, Executive Vice-President and Chief Financial Officer, Senior Vice President – Corporate Planning and Finance, or Treasurer.

An agenda shall be prepared and distributed to each Committee member prior to each such meeting and minutes shall be prepared in accordance with the New York Open Meetings

Law. A majority of the total Committee composition established pursuant to section B(1) of this Charter shall constitute a quorum for the purposes of conducting the business of the Committee and receiving reports.

Any meeting of the Committee may be conducted by video conferencing.

To the extent permitted by law, the Committee may hold meetings or portions of meetings in executive session.

### C. FUNCTIONS AND POWERS

The specific responsibilities of the Strategic Planning and Energy Policy Committee shall include:

- Providing guidance and serving as a resource to the Board of Trustees and management in the development of the Authority's energy policy and its long-term objectives, direction and strategic plans.
- Assisting management in identifying potential concerns and critical strategic issues facing the Authority and analyzing alternative strategic options.
- Reviewing, at least annually, the Authority's mission statement, five-year strategic plan and overall direction.
- Making recommendations, at least annually, to the full board related to the Authority's mission, vision, strategic initiatives, major programs and services.
- Understanding the industry and keeping up-to-date on market trends and advances in technology.

The Committee may call upon the resources of the Authority to assist the Committee in the discharge of its responsibilities.

March 27, 2011

**MEMORANDUM TO THE TRUSTEES**

**FROM CHAIRMAN MICHAEL J. TOWNSEND**

**SUBJECT: Strategic Planning and Energy Policy Committee Appointments**

**SUMMARY**

Trustees are requested to appoint Trustee John S. Dyson to serve as Chair of the newly created Strategic Planning and Energy Policy Committee effective March 27, 2012, and Trustees Jonathan F. Foster, Eugene L. Nicandri and R.Wayne LeChase as members.

**BACKGROUND**

Article V of the By-Laws of the Power Authority of the State of New York, as amended today, March 27, 2012 (“By-Laws”), provides for the creation of a Strategic Planning and Energy Policy Committee. The Committee is charged with reviewing the Authority’s mission and developing, at least annually, a strategic vision for the Authority, with emphasis on its energy policy, future goals, projects and overall direction.

Under the Strategic Planning and Energy Policy Committee Charter, the Committee’s Chair and its members are to be selected by a vote of the Board of Trustees.

**RECOMMENDATION**

The following resolution is recommended for adoption.

Michael J. Townsend  
Chairman

Att.  
Committee Appointment

## **RESOLUTION**

RESOLVED, That Trustee John S. Dyson shall be the Chair of the Strategic Planning and Energy Policy Committee effective March 27, 2012 and be it further

RESOLVED, That Trustee Jonathan F. Foster shall be a member of the Strategic Planning and Energy Policy Committee effective March 27, 2012 and be it further

RESOLVED, That Trustee Eugene L. Nicandri shall be a member of the Strategic Planning and Energy Policy Committee effective March 27, 2012, and be it further

RESOLVED, That Trustee R. Wayne LeChase shall be a member of the Strategic Planning and Energy Policy Committee effective March 27, 2012.