# DRAFT AGREEMENT FOR VOLUNTARY CONTRIBUTIONS TO THE RENEWABLE ENERGY ACCESS AND COMMUNITY HELP PROGRAM

# **PREAMBLE**

This Agreement for voluntary contributions to the Renewable Energy Access and Community Help Program ("Agreement") is hereby made as of the Agreement Effective Date (as defined in Article I of this Agreement), by and between \_\_\_\_\_\_ a [limited liability company/business corporation] organized and existing under the Laws of [New York] State, with its principal place of business at \_\_\_\_\_ (the "Company"), and the Power Authority of the State of New York, a corporate municipal instrumentality of the State of New York, having its principal office and place of business located at 30 South Pearl Street, Albany, NY 12207, and an office located at 123 Main Street, White Plains, New York 10601 (the "Authority"). The Company and the Authority are individually referred to herein as a "Party" and collectively as "Parties."

## RECITALS

WHEREAS, on May 3, 2023, Chapter 56 of the Laws of 2023 became law as a part of the 2023-2024 Enacted State Budget and among other things, Part QQ of Chapter 56 of the Laws of 2023 amended Section 1005 of the PAL by adding a new subdivision 27-b granting the Authority enhanced authority to establish the Renewable Energy Access and Community Help ("REACH") Program (as defined in Article I of this Agreement) to provide bill credits to low and moderate income ratepayers in Disadvantaged Communities in New York State;

WHEREAS, Part QQ of Chapter 56 of the Laws of 2023 also amended Section 66-p of the New York State Public Service Law ("PSL") by adding a new subdivision 8, and adding new definitions to subdivision 1, to provide for implementation of REACH by the New York State Public Service Commission ("Commission"), and by directing the Authority to submit a petition to the Commission no later than May 3, 2024 to establish and implement REACH, and further directing the Commission to act upon said petition to establish and implement REACH after public notice and comment;

WHEREAS, on January 31, 2024, the Authority filed a petition with the Commission to establish REACH in cooperation with the Joint Utilities (as defined in Article I of this Agreement), (the "REACH Petition");

WHEREAS, on May 16, 2024, in a separate proceeding the Commission issued an Order Approving Statewide-Solar for All with Modifications in Commission Case 21-E-0629, et al. ("S-SFA Order"), which noted that alignment of the Statewide Solar for All program with REACH would provide for streamlined billing and minimize implementation costs of the REACH program;

WHEREAS, on October 16, 2024, after public notice and comment, the Commission issued an "Order Implementing Renewable Energy Access and Community Help Program," in Commission Case No. 24-E-0084, approving the REACH Petition with modifications and

aligning the REACH Program with the S-SFA Order and the Commission's Energy Assistance Program ("EAP") established in Commission Case No. 14-M-0565 ("REACH Order");

WHEREAS, PAL § 1005 (27-b)(c)(iv) authorizes and directs the Authority, as deemed feasible and advisable by its Trustees, to "enter into contracts for purposes of implementing REACH, including but not limited to agreements with developers, owners and operators of renewable energy systems ... to provide for bill credits to end-use electricity consumers in disadvantaged communities for renewable energy produced by renewable energy systems, upon terms and conditions approved by the [C]ommission...";

WHEREAS, the REACH Order incorporated the Authority's proposal, as set forth in the REACH Petition, to receive revenues from third parties, such as private developers or charities, seeking to benefit disadvantaged communities by supporting REACH;

WHEREAS, the Company desires to make [a Contribution/Contributions] (as defined in Article I of this Agreement) to the Authority to be associated with [Insert Name of Project] (the "Project") for the purposes of implementing REACH by contributing funds for REACH Bill Credits and desires to be listed on the Authority's website as a REACH Program Participant and classified into the appropriate REACH Program Participant Tier (as those terms are defined in Article I of this Agreement) (the "Purposes"); and

**NOW, THEREFORE,** in consideration of mutual covenants, terms, and conditions herein, and for other good and valuable consideration, the receipt and adequacy of which the Parties hereby acknowledge, the Parties do hereby enter into this Agreement in accordance with PAL § 1005 (27-b), PSL § 66-p, and the REACH Order to accomplish the Purposes set forth herein and mutually covenant and agree as follows:

#### **ARTICLE 1. DEFINITIONS**

Any term used in this Agreement not defined herein (including in any exhibit to this Agreement) shall have the meaning set forth in the REACH Order, the Public Authorities Law, the Public Service Law, and otherwise customarily attributed to such term by the electric utility industry in New York State. Any references herein to this Agreement, or to any other agreement, shall include any exhibits, appendices, schedules, attachments and addenda thereto, as the same may be amended from time-to-time. When used with initial capitalization, unless otherwise defined herein, whether singular or plural, the following terms, as used in this Agreement, shall have the meanings as set forth below:

<u>Agreement</u> shall mean this Agreement for Voluntary Contributions to the Renewable Energy Access and Community Help Program, entered into by the Parties as of the Agreement Effective Date, and unless otherwise indicated herein, includes all addenda, appendices, attachments, exhibits, and schedules thereto, as the same may be amended from time-to-time with the mutual written consent of the Parties.

<u>Agreement Effective Date</u> shall mean the date on which this Agreement is fully executed by the Parties.

Annual REACH Distribution shall mean funds provided by the Authority, or a subsidiary of the Authority, to Participating Utilities once per year for the purpose of funding Bill Credits for REACH Beneficiaries from sources other than DERs, including but not limited to: Renewable Energy Generating Projects developed in accordance with PAL § 1005(27-a) and all revenue sources associated therewith in an amount determined annually by the Authority in its sole discretion for such purpose; Renewable Energy Systems owned by third-parties electing to make voluntary contributions to the Authority for such purpose (e.g., via this Agreement); and any other funding made available the Authority, or a subsidiary of the Authority, for such purpose.

Authority shall have the meaning set forth in the preamble of this Agreement.

<u>Bill Credit</u> shall have the same definition as PAL § (27-b)(a)(i), as may be amended from time-to-time.

Commission shall have the meaning set forth in the recitals of this Agreement.

Company shall have the meaning set forth in the preamble of this Agreement.

<u>Contribution</u> shall mean funds that are provided by Company to the Authority, on a one-time or recurring basis, in accordance with Exhibit A of this Agreement, to fund Bill Credits for REACH Beneficiaries.

Contribution Amount shall mean the value, in U.S. Dollars, of a Contribution.

<u>Contribution Date</u> shall mean the day on which a specific Contribution Amount is due to the Authority from the Company.

<u>Contribution Schedule</u> shall mean Exhibit A to this Agreement, which sets forth the Contribution Data and the Contribution Amount of each Contribution to be provided to the Authority from the Company under this Agreement.

<u>DER</u> shall mean a distributed energy resource having a capacity of up to five megawatts alternating current.

<u>Disadvantaged Community</u> shall have the same definition as PAL § (27-b)(a)(ii), as may be amended from time-to-time.

<u>EAP</u> shall mean an Energy Affordability Program established by an electric utility to provide utility bill relief to its low-income customers in accordance with the Commission's Order Adopting Low Income Program Modifications and Directing Utility Filings, issued May 20, 2016 in Commission Case No. 14-M-0565, Proceeding on Motion of the Commission to Examine Programs to Address Energy Affordability for Low Income Utility Customers, inclusive of any subsequent Orders of the Commission in said case.

Force Majeure shall mean labor strikes, lockouts or other labor actions or unrest, shortage of labor, transportation, raw materials, energy sources, or failure of usual means of supply; fire; ice; storms of unusual severity, flood; war, declared or undeclared; insurrection; riots, acts of God or the public enemy; acts or threatened acts of terrorism; accidents to or breakdown or mechanical failure of machinery or equipment caused by an event of Force Majeure; "uncontrollable forces" as defined in 21 NYCRR § 454.3(c) of the Authority's rules and regulations; acts or orders of government authorities or the New York Independent System Operator or any other system operator; change in law or regulations preventing performance; or any other cause whatsoever whether or not of any nature of character mentioned above that is beyond the reasonable control of the affected Party and that affects the performance by the affected Party of the whole or part of its obligations under this Agreement.

<u>Joint Utilities</u> shall mean the six major investor-owned utilities of New York: Central Hudson Gas & Electric Corporation, Consolidated Edison Company of New York, Inc., New York State Electric & Gas Corporation, Niagara Mohawk Power Corporation d/b/a National Grid, Orange and Rockland Utilities, Inc., and Rochester Gas and Electric Corporation.

<u>Legal Requirements</u> shall mean any applicable law, code, statute, regulation, rule, ordinance, judgment, injunction, order or other requirement of a governmental authority having jurisdiction over the matter in question.

<u>Low-Income or Moderate-Income End-Use Consumer</u> shall have the same definition as PAL § (27-b)(a)(iv), as may be amended from time-to-time.

NYSERDA shall mean the New York State Energy Research and Development Authority.

<u>PAL</u> shall mean the New York Public Authorities Law.

<u>Participating Utility</u> shall mean an electric utility participating in the REACH Program that has executed a program implementation agreement with the Authority to distribute REACH Bill Credits to REACH Beneficiaries. Participating Utilities currently include the six members of the Joint Utilities, however, the full list of Participating Utilities may be amended from time-to-time by the Authority in its sole discretion without notice to Company.

<u>Project</u> shall have the meaning set forth in the recitals of this Agreement.

PSL shall mean the New York Public Service Law.

Purposes shall have the meaning set forth in the recitals of this Agreement.

<u>REACH</u> shall mean the Renewable Energy Access and Community Help Program, as authorized under PAL § 1005(27-b) and PSL § 66-p(8), and as approved by the Commission in the REACH Order, that is intended to facilitate the provision of utility Bill Credits to REACH Beneficiaries.

<u>REACH Beneficiaries</u> shall mean any Low-Income or Moderate-Income End-Use Consumer receiving retail electric service from a Participating Utility that meet the

eligibility criteria for REACH established by the Commission in the REACH Order, as may be amended by the Commission from time-to-time, and that is currently defined by the Commission to include any EAP beneficiary residing in a Disadvantaged Community receiving electric or combined gas and electric service from a Participating Utility.

REACH Order shall have the meaning set forth in the recitals of this Agreement.

<u>REACH Petition</u> shall have the meaning set forth in the recitals of this Agreement.

<u>REACH Program Participant</u> shall mean any entity that agrees to make a Contribution via this Agreement, and has made all required Contributions in compliance with the Contribution Schedule to this Agreement.

<u>REACH Program Participant Tier</u> shall mean the applicable tier ascribed to a REACH Program Participant based upon the value of Contributions made by Company or its affiliates pursuant to Section 3.1 of this Agreement.

<u>Renewable Energy</u> shall have the same definition as PAL § (27-b)(a)(v), as may be amended from time-to-time.

Renewable Energy Generating Projects shall have the same definition as PAL § (27-a)(i)(vi), as may be amended from time-to-time.

<u>Renewable Energy System</u> shall have the same definition as PAL § (27-b)(a)(vi), as may be amended from time-to-time.

<u>S-SFA Order</u> shall have the meaning set forth in the recitals of this Agreement.

<u>Term</u> shall have the meaning set forth in Article VI of this Agreement.

#### ARTICLE 2. CONTRIBUTIONS AND DISTRIBUTIONS

<u>Section 2.1</u>. <u>Contributions</u>. The Company agrees to make Contributions to the Authority in accordance with the Contribution Schedule attached to this Agreement as Exhibit A, whereby the Company transfers each Contribution Amount listed therein to the Authority on or before the Contribution Date for the corresponding year. The Authority agrees to provide the Company with notice of the appropriate banking information necessary to effectuate such Contributions, and the Authority agrees to acknowledge receipt of any funds received pursuant to this Section 2.1.

Section 2.2. Annual REACH Distributions. In accordance with the terms of the REACH Order, the Authority agrees to distribute to Participating Utilities the full amount of the Contributions the Authority receives from the Company pursuant to this Agreement as a part of the Authority's Annual REACH Distribution, in accordance with the terms of the REACH Order, and any applicable REACH program implementation agreements between the Authority and Participating Utilities.

Section 2.3. Schedule for Annual REACH Distributions. Contributions received by the Authority pursuant to this Agreement on or before June 15 of any calendar year starting in 2026 will be included within the Authority's Annual REACH Distributions made on or before October 1 of the same calendar year in which they were received; provided, however, that Contributions received by the Authority pursuant to this Agreement on or prior to June 15, 2026, will be distributed by the Authority to Participating Utilities no later than October 1, 2026. Contributions received by the Authority pursuant to this Agreement after June 15 of any calendar year, starting in 2026, will be included within the Authority's Annual REACH Distributions to Participating Utilities for the following calendar year.

[Section 2.4. Condition Precedent. Company's obligation to make Contributions to the Authority under this Agreement, and the Authority's obligation to list the Company as a REACH Program Participant and display the Company's REACH Program Participant Tier under this Agreement, are expressly conditioned on the Company executing a Tier 1 renewable energy certificate purchase and sale agreement for the Project with NYSERDA resulting from NYSERDA's [RESRFP25-1] solicitation ("Tier-1 REC Agreement"), and the Project entering into Commercial Operation as defined in the Tier-1 REC Agreement.]

Note to Draft: This Section 2.4 may be used by developers bidding into NYSERDA solicitations who wish to make Contributions that are conditional on a successful award and subsequent contract with NYSERDA related to a specific project. For a project with an existing NYSERDA contract, this paragraph can be deleted, or modified to only be contingent upon the Project entering into commercial operation.

# **ARTICLE 3. REACH PROGRAM PARTICIPATION**

Section 3.1. REACH Program Participation. In exchange for Company's Contributions under this Agreement, the Authority agrees to list the Company on the Authority's website as a REACH Program Participant for the Project and display the current REACH Program Participant Tier for the Company, as well as information relating to the value of Contributions made by the Company under this Agreement ("Publication"). Such Publication shall be conditioned on the Authority's prior confirmation with NYSERDA, in accordance with Section 5.15 of this Agreement, that such Publication would not violate the Company's confidentiality obligations under a Non-Disclosure Agreement with NYSERDA with respect to the Tier-1 REC Agreement. In the event of a conflict between such Non-Disclosure Agreement and this paragraph, the Non-Disclosure Agreement shall prevail. In determining the applicable REACH Program Participant Tier for the Company, the Authority may consider Contributions made by Company or its affiliates related to projects other than the Project.

Current REACH Program Participant Tiers will consider the aggregated annual Contributions made under this Agreement and other similar Agreements between the Authority and the Company or its affiliates, under the following tier structure:

Silver: Between \$1 and \$9,999.99 of aggregate annual Contributions;

Gold: Between \$10,000 and \$49,999.99 of aggregate annual Contributions; Platinum: Between \$50,000 and \$99,999.99 of aggregate annual Contributions;

Diamond: Over \$100,000 of aggregate annual Contributions;

<u>Section 3.2.</u> <u>Marketing and Advertising</u>. The Company shall have the right to use the Company's status as a REACH Program Participant and the Company's REACH Program Participant Tier for marketing and advertising purposes. The Company shall not use the Authority's name, logo, or materials in any such advertising or marketing materials without prior written approval of the Authority.

Section 3.3. Good Standing. In the event of termination pursuant to Section 6 of this Agreement, or in the event that the Company does not make a Contribution equal to or greater than the Contribution Amount by the Contribution Date for the corresponding year and has failed to cure such non-payment within 90 calendar days, the Authority may remove or modify the Company's listing on the Authority's website as a REACH Program Participant and/or the Company's REACH Program Participant Tier status.

<u>Section 3.4.</u> Costs of Administration. The Parties acknowledge that Participating Utilities are authorized by the REACH Order to assess a percentage administrative fee that is currently set by the Commission at one (1) percent of the Authority's Annual REACH Distributions which includes the amount of the Company's Contribution, to cover administrative billing expenses for REACH, which shall be the only administrative fee associated with Contributions under this Agreement.

### **ARTICLE 4. NOTICE**

Section 4.1. Notice. Any notice, communication, or request required or authorized by this Agreement by either Party to the other shall be deemed properly given two (2) calendar days after being deposited for delivery to the Party at the address set forth below, or immediately upon confirmation of receipt when sent via email, if: (a) sent by U.S. First Class mail addressed to the Party at the address set forth below; (b) sent by a nationally recognized overnight delivery service; (c) delivered by hand to the Party at the address set forth below, with written confirmation of receipt; or (d) sent by electronic mail to the appropriate email address as set forth below, 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. Notices provided in this Agreement shall be in writing and transmitted to the Parties as follows:

#### To the Authority:

New York Power Authority 123 Main Street White Plains, New York 10601 Email: \_\_\_\_\_@nypa.gov

Attention: General Counsel

with a copy to:

New York Power Authority 30 South Pearl Street 10th Floor Albany, NY 12207 Email: Thomas.King@nypa.gov

Attention: Thomas J. King

with an additional electronic copy to:

New York Power Authority REACH Program REACH@nypa.gov

## To the Company:

Company Address Town, State Zip Email: Attention:

#### **ARTICLE 5. MISCELLANEOUS**

<u>Section 5.1</u>. <u>Governing Law</u>. This Agreement and all disputes arising thereunder shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to any choice or conflict of laws provision or rule that would cause the application of the laws of any jurisdiction other than New York. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement, any provision hereto or thereto, or any disputes arising thereunder shall be instituted only in a court of competent jurisdiction located in the Counties of Albany or Westchester, State of New York.

Section 5.2. Jurisdiction and Construction. Nothing in this Agreement, including its Exhibits, is intended or shall be construed to: (a) govern or affect any Federal Energy Regulatory Commission ("FERC") jurisdictional transmission or delivery service or any FERC-jurisdictional rates, charges, terms, or conditions of any agreement or tariff; or (b) alter or otherwise affect the Authority's rights, powers, exemptions, and obligations existing under law, including without limitation the provisions of PAL § 1014.

<u>Section 5.3.</u> <u>Conflicts; Order of Precedence</u>. In the event of any inconsistencies, conflicts, or differences between the provisions of this Agreement and the REACH Order, the provisions of the REACH Order will govern.

<u>Section 5.4</u>. <u>No Third-Party Rights</u>. Nothing contained in this Agreement shall, directly or indirectly, create a contractual relationship with, or give a claim or right of action in favor

of, any third party against the Authority, including, without limitation any subcontractor or supplier.

Section 5.5. Assignment and Transfer. Neither this Agreement, nor any interest hereunder, may be assigned by a Party without the prior written consent of the other Party, and any attempt to assign this Agreement without such consent shall be null and void. The Company may, however, assign this Agreement without the Authority's consent in connection with a sale of the equity or substantially all of the assets of the Company, or pursuant to a merger, consolidation or similar transaction, provided that such assignment does not materially prejudice the Authority. The Authority may assign this Agreement to any subsidiary without the Company's prior written consent. The assigning Party shall provide 30-days advanced written notice to the non-assigning Party of any such permitted assignment.

<u>Section 5.6.</u> <u>Amendments</u>. Except as otherwise provided in this Agreement, no amendment of this Agreement shall be binding upon the Parties hereto or either of them unless such amendment is in writing and is signed by a duly authorized officer of each Party.

<u>Section 5.7</u>. <u>Severability and Voidability</u>. Except as otherwise stated herein, any provision, article, section or paragraph declared or rendered unlawful by a court of law or regulatory agency with jurisdiction over the Parties, or deemed unlawful because of statutory change, will not otherwise affect the lawful obligations that arise under this Agreement which shall be implemented and enforced to the maximum extent practicable.

<u>Section 5.8</u>. Force Majeure. To the extent either Party is prevented by Force Majeure from carrying out, in whole or part, its obligations under this Agreement (the "Claiming Party"), the Claiming Party shall be excused from the performance of its obligations with respect to this Agreement (other than the obligation to make payments then due or becoming due with respect to performance prior to the Force Majeure). The non-Claiming Party shall not be required to perform or resume performance of its obligations to the Claiming Party corresponding to the obligations of the Claiming Party excused by Force Majeure. Failure to perform in whole or in part because of the occurrence of an event of Force Majeure shall not constitute a default hereunder or subject a Party to liability for any resulting loss or damage. The Parties agree to use their respective reasonable efforts to cure any event of Force Majeure to the extent that it is reasonably possible to do so, it being understood that no Party shall be required to make any concession or grant any demand or request in order to bring to an end any strike, lockout or other industrial disturbance where such course is deemed inadvisable in its sole discretion. Upon the occurrence of an event of Force Majeure, the Claiming Party shall promptly notify the non-Claiming Party of such events and shall specify in reasonable detail the facts constituting such events of Force Majeure.

<u>Section 5.9</u>. <u>Change of Law</u>. If after the Agreement Effective Date there is any change in Legal Requirements that substantially alters the economic bargain and contractual relationship between the Parties as expressed herein, then, upon the request of either Party, the Parties shall meet and confer to determine whether the subject change requires further

action, including amendment of this Agreement or such other commercially reasonable action, so as to maintain the benefit of this Agreement to each Party.

Section 5.10. Waiver. No delay or omission in the exercise of any right under this Agreement shall impair any such right or shall be taken, construed or considered as a waiver or relinquishment thereof, but any such right may be exercised from time-to-time and as often as may be deemed expedient. In the event that any agreement or covenant herein shall be breached and thereafter waived, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach or default hereunder.

Section 5.11. Complete Agreement and Merger. This Agreement shall constitute the sole and complete agreement of the Parties hereto with respect to REACH as a program and shall completely and fully supersede all other prior understandings or agreements, both written and oral, between the Parties relating to the subject matter of this Agreement. Nothing in this Agreement is intended to be construed to change the terms of any other contract between the Parties, or any contract between a Party and any third party, including a Tier-1 REC Agreement between the Company and NYSERDA.

Section 5.12. Limitation of Liability. The Authority shall in no event whatsoever be liable for any injury or damage, costs or expense of any nature whatsoever that occurs as a result of or in any way in connection with the Company's implementation of REACH arising out of or in connection with this Agreement. The Company shall in no event whatsoever be liable for any injury or damage, costs or expense of any nature whatsoever that occurs as a result of or in any way in connection with the Authority's implementation of REACH arising out of or in connection with this Agreement. Liability under this agreement shall be limited to the amount of the Contributions to be made by the Company as set forth in Exhibit A. In no event shall either Party be liable to the other for any consequential, indirect, exemplary, special, or incidental damages.

<u>Section 5.13</u>. <u>Confidential and Proprietary Information</u>. With the exception of banking information provided pursuant to Section 2.1 of this Agreement, the Parties agree to refrain from transmitting any confidential or proprietary information pursuant to the terms of this Agreement.

<u>Section 5.14</u>. <u>Headings</u>. The article and section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

<u>Section 5.15</u>. <u>Communication with NYSERDA</u>. The Company hereby acknowledges and agrees that the Authority shall maintain communication with NYSERDA with respect to the status of the Project and the Parties' performance under this Agreement.

<u>Section 5.16</u>. <u>Tax Treatment</u>. The Authority makes no representations as to the characterization of Contributions made under this Agreement for federal, state, or local tax purposes, which are the sole responsibility of Company and Company's tax advisors.

#### ARTICLE 6. TERM AND TERMINATION

Section 6.1. Term of Agreement. This Agreement shall initiate on the Agreement Effective Date and continue until the earliest of: (a) the date of termination of this Agreement in accordance with Section 6.2 of this Agreement; (b) the date on which the Authority's authority to carry out REACH pursuant to PAL § 1005(27-b) is terminated; or (c) the date of the final Contribution made by the Company under this agreement.

<u>Section 6.2</u>. <u>Termination</u>. Either party may terminate this Agreement on 90 days prior written notice to the non-terminating Party pursuant to Section 4.1 of this Agreement.

Section 6.3. Effect of Termination. Notwithstanding any other conflicting terms of this Agreement, applicable provisions of this Agreement shall continue in effect after the Term of this Agreement to the extent necessary to give effect to a Party's surviving rights and remedies, if any, to complete any reporting obligations set forth by the REACH Order or this Agreement, and to settle any accounts or complete any Annual REACH payment to the Participating Utilities for the calendar year in which the Agreement is terminated. Termination of this Agreement shall not affect the validity of any other agreements between the Parties, including a Tier-1 REC Agreement between the Company and NYSERDA.

#### **ARTICLE 7. EXECUTION**

Section 7.1. Counterparts. This Agreement may be executed in counterparts via inked signature or electronic mark, each of which shall be deemed as original, but all of which together shall constitute one and the same instrument. 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 fully executed Agreement may be delivered using PDF or similar file type transmitted via electronic mail, cloud-based server, e-signature technology or other similar electronic means.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and delivered by their duly authorized representatives.

POWER AUTHORITY OF THE ST	ATE OF NEW YORK
Ву:	-
Name:	-
Title:	_
Date:	-
[COMPANY NAME]	
Ву:	-
Name:	-
Title:	_
Date:	_

# EXHIBIT A

# **CONTRIBUTION SCHEDULE**

2025 CONTRIBUTION AMOUNT:
2025 CONTRIBUTION DATE: JUNE 15, 2025
2026 CONTRIBUTION AMOUNT:
2026 CONTRIBUTION DATE: JUNE 15, 2026
2027 CONTRIBUTION AMOUNT:
2027 CONTRIBUTION DATE: JUNE 15, 2027
2028 CONTRIBUTION AMOUNT:
2028 CONTRIBUTION DATE: JUNE 15, 2028
2029 CONTRIBUTION AMOUNT:
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2042 CONTRIBUTION DATE: JUNE 15, 2042
2043 CONTRIBUTION AMOUNT:
2043 CONTRIBUTION DATE: JUNE 15, 2043
2044 CONTRIBUTION AMOUNT:
2044 Contribution Date: June 15, 2044