



**Mark O. Marini**  
Director - Regulatory

January 24, 2018

**VIA ELECTRONIC FILING**

Honorable Kathleen H. Burgess  
Secretary  
New York State Public Service Commission  
Three Empire State Plaza  
Albany, NY 12223-1350

Re: Addendum 3 to Purchase Power Agreement  
Between New York State Electric & Gas Corporation and  
C-S Canal Hydro, LLC  
(Previously referred to as Seneca Falls Power Corporation)

Dear Secretary Burgess:

Pursuant to Public Service Law §110, subdivision 4, New York State Electric & Gas Corporation ("NYSEG" or "Company") hereby submits for filing with the Commission a modification and extension to a previously-filed Power Purchase Agreement ("Agreement") between NYSEG and C-S Canal Hydro, LLC ("C-Seneca").

Pursuant to the modification and extension Agreement, NYSEG agrees to purchase a portion of the electric energy from a hydroelectric generating facility located at the Seneca Falls Hydroelectric Station; the dates and terms of the extension is noted below:

Dated 01/01/2018 – extends 02/26/1998 to 12/31/2018

Enclosed is a copy of the modification and extension Agreement.

Respectfully submitted,

A handwritten signature in cursive script that reads "Mark O. Marini".

Mark O. Marini

Attachment

CC: P. Fox (NYSEG/RGE)  
M. Dolan (NYSEG/RGE)

Contract No. 2018-1Seneca  
Superseding Contract No. 2017-1Seneca

New York State Electric & Gas Corporation

With

C-S Canal Hydro, LLC  
(Previously referred to as Seneca Falls Power Corporation)

Type of contract: Purchase (Energy - Capacity)  
Term: 01/01/2018 – 12/31/2018  
Date of Execution (Internal Sign off): 01/01/2018  
Date Effective: 01/01/2018

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### Types of Contracts

-- Electric --

Purchase (Energy - Capacity)  
Independent Power Producer  
Sale (Energy - Capacity)  
Interchange  
Interconnect  
Wheeling

-- Gas --

Purchase:  
Short Term Less than 1 year  
Intermediate 1-5 years  
Long Term Over 5 Years  
Spot Purchase  
Sale  
Capacity Assignment  
Transportation

## **AMENDMENT NO. 3 – ENERGY PURCHASE AGREEMENT**

**(Seneca Falls Hydroelectric Station)**

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This Amendment No. 3 is made and entered into as of the 1<sup>st</sup> day of January 2018, by and between **NEW YORK STATE ELECTRIC & GAS CORPORATION**, a New York Corporation having an office for the transaction of business at James A. Carrigg Center, 18 Link Drive, Binghamton, New York 13902-5224 ("Buyer" or "NYSEG"), and **C-S CANAL HYDRO, LLC**, a New York limited liability company, having an office at 1401 Walnut Street, Suite 420, Boulder, Colorado 80302 ("Seller"). Capitalized terms not otherwise defined in this Amendment shall have the meaning ascribed to such terms in the EPA (defined below).

### **WITNESSETH:**

**WHEREAS**, NYSEG and Seller entered into the Energy Purchase Agreement relating to the Seneca Falls Hydroelectric Station dated as of February 26, 1998, pursuant to which Seller agreed to sell and deliver only to Buyer the Energy generated by the Plant, and Buyer agreed to accept delivery of and purchase the Energy generated by the Plant;

**WHEREAS**, NYSEG and Seller entered into Amendment No. 1 to such Energy Purchase Agreement dated as of March 31, 2003 that, among other modifications, fixed the Expiration Date under such Energy Purchase Agreement at March 31, 2008; and

**WHEREAS**, NYSEG and Seller entered into Amendment No. 2 to such Energy Purchase Agreement dated as of January 8, 2008 that, among other modifications, fixed the Expiration Date under such Energy Purchase Agreement at March 21, 2013; and

**WHEREAS**, NYSEG and Seller executed a number of Letter Agreements that extended the Energy Purchase Agreement, in consecutive annual terms, through December 31, 2017; and

**WHEREAS**, NYSEG and Seller wish to further amend the Energy Purchase Agreement to extend the Expiration Date.

**NOW THEREFORE**, in consideration of the agreements and other good and valuable consideration set forth herein, the sufficiency of which is hereby acknowledged by the parties hereto, NYSEG and Seller agree as follows:

1. **Definition.** As used herein the term "EPA" refers to the Energy Purchase Agreement dated as of February 26, 1998, as amended by Amendments No. 1 & 2, respective Letter Agreements and this Amendment.

2. **Amendment.** The second sentence of Article 2, Section 2.1 of the EPA is hereby deleted in its entirety and replaced as follows:

This Agreement shall remain in full force and effect, subject to termination as provided herein, from the Effective Date until midnight on December 31<sup>st</sup> 2018 (the "Expiration Date"); provided, however, that, in addition to any other termination rights as set forth herein, either party may elect to terminate this Agreement by providing the other party with thirty (30) calendar days' prior written notice.

3. **Effect.** The EPA, as revised by this Amendment, remains in full force and effect.

4. **Counterparts.** This Amendment may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

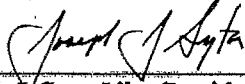
5. **Law.** This Amendment shall be governed by and construed in accordance with the laws of the State of New York, except for its conflict of law provisions.

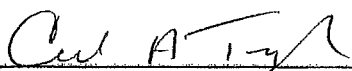
6. **Regulatory Filing.** This Amendment is subject to Section 110(4) of the New York State Public Service Law, and it shall be filed for its effectiveness with the New York State Public Service Commission (the "PSC"). In accordance with Article 22 of the EPA, this Amendment shall become effective as of the date of the first paragraph of this Amendment, when it is filed with the PSC. If the PSC approves the effectiveness of this Amendment on terms deemed acceptable to NYSEG, then NYSEG and Seller shall negotiate an appropriate amendment to this Amendment.

7. **No Waiver.** Execution of this Amendment by either party shall not be construed as a waiver of, or as having any other impact on, any right or remedy available to such party at law or in equity, and each of NYSEG and Seller hereby reserves all such rights and remedies.

**IN WITNESS WHEREOF**, each of NYSEG and Seller has caused this Amendment to be executed by its authorized representative as of the date first set forth above.

**NEW YORK STATE ELECTRIC & GAS CORPORATION**

By:   
Joseph J. Syta, Vice President, Controller & Treasurer

By:   
Carl A. Taylor, President and CEO

**C-S CANAL HYDRO, LLC**

By:   
Katharine D. Nicholson, Manager