



**Energy**  
CERTIFIED

FAC14-ELEC

**SUPPLEMENT TO THE CONFIRMATION**  
**(Green-e Energy Certified Renewable Energy Certificates)**

This Supplement to the Confirmation ("Supplement") dated as of September 15, 2014 is hereby made by and between Integrys Energy Services of New York, Inc. ("Seller") and Tompkins County ("Buyer"). Buyer and Seller are sometimes hereinafter referred to individually as "Party" and collectively as "Parties". In consideration of the promises and mutual covenants set forth below, the Parties agree to supplement the Confirmation between the Parties dated September 15, 2014 (the "Confirmation") as follows:

1. The following is added as a Special Provision to the Confirmation:
  - A. Notwithstanding anything to the contrary in the Confirmation and regardless of the bundling of the price of RECs (defined below) into the Pricing on the Confirmation, the Parties agree that (a) the terms and conditions below shall apply solely to the sale of RECs, not to the sale of electricity under this Confirmation, and (b) the transaction herein is not for a bundled green energy product, renewable energy, or "green power". With respect to the RECs, Buyer and Seller further agree as follows:
    1. Purchase/Sale; Quantity; Price. Buyer agrees to purchase from Seller Green-e Energy Certified RECs (hereinafter the "RECs") in a quantity equal to 6,100 RECs for calendar year 2015 ("2015 RECs") and 4,000 RECs for calendar year 2016 ("2016 RECs"). Buyer agrees and acknowledges that it desires to purchase the RECs entirely on a voluntary basis, and that the RECs to be delivered hereunder are not for compliance with any renewable energy portfolio standard or similar law, rule or regulation. Further, any electricity sold pursuant to the Confirmation shall not be from any renewable energy resource. The RECs will be invoiced together with the electricity, as the price of the RECs has been included in the Pricing on the Confirmation.
    2. Delivery of Proof of Retirement; Title. The sale and purchase of RECs shall be effectuated by Seller retiring or causing the retirement of the RECs on behalf of Buyer on or before April 30, 2016 for the 2015 RECs and on or before April 30, 2017 for the 2016 RECs. Upon such retirement, Seller shall have delivered the RECs to Buyer. Buyer shall then have title to and right to make claims relating to such delivered RECs. After retirement and upon reasonable request by Buyer, Seller shall deliver evidence to Buyer demonstrating that Seller has retired the RECs on behalf of Buyer.
    3. Renewable Energy Certificates. RECs have the meaning set forth in the Green-e Energy Standard. Such RECs will be Green-e Energy Certified, which means that the RECs will meet the applicable standards of the Green-e Energy Standard. "Green-e Energy Standard" means, collectively, the Green-e Energy National Standard and Green-e Energy Code of Conduct and Customer Disclosure Requirements, promulgated by the Center for Resource Solutions, or successor entity, and as may be amended from time-to-time during the Delivery Period. The RECs to be delivered shall be sourced from a mix of resources eligible under the Green-e Energy Standard and sited nationally. Further, the RECs to be retired hereunder applicable to any specified calendar year of purchase shall be of a vintage conforming to the Green-e Energy Standard.
    4. Early Termination. For the purposes of clarity, and not limitation, Buyer acknowledges that in the event Buyer terminates the Confirmation and/or the Power Sale Agreement between the Parties or Buyer ceases receiving service from Seller to any Account listed on the Confirmation prior to the end of the Initial Delivery Period or Seller terminates the Power Sale Agreement with Buyer and/or the applicable Confirmation as a result of Buyer committing an Event of Default during the Initial Delivery Period, in calculating Early Termination Damages Seller may include the price of the RECs which have been included in the Pricing on the Confirmation.
  - B. Green-e Energy Disclosure and Information:
    1. When a renewable energy facility operates, it creates electricity that is delivered into a vast network of transmission wires, often referred to as "the grid." The grid is segmented into regional power pools; in many cases these pools are not interconnected. To help facilitate the sale of renewable electricity nationally, a system was established that separates renewable electricity generation into two parts: the electricity or electrical energy produced by a renewable generator and the renewable "attributes" of that generation. The renewable attributes or "green" attributes are sold separately as renewable energy certificates (RECs). Only one certificate may be issued for each unit of renewable electricity produced. The electricity that was split from the REC is no longer considered "renewable" and cannot be counted as renewable or zero-emissions by whoever buys it.
    2. This product is comprised of RECs. With the purchase of RECs, you are buying the renewable attributes (i.e. environmental benefits) of a specific amount and type of renewable energy generation. Your purchase of renewable certificates helps offset conventional electricity generation in the region where the renewable

- generator is located. Your purchase also helps build a market for renewable electricity and may have other local and global environmental benefits such as reduced global climate change and regional air pollution.
3. The renewable certificates in this product are verified and certified by Green-e Energy. Each supplier of renewable certificates is required to disclose the quantity, type and geographic source of each certificate. Please see the Product Content Label for this information. Green-e Energy also verifies that the renewable certificates are not sold more than once or claimed by more than one party. For information on Green-e Energy please visit its Web site, [www.green-e.org](http://www.green-e.org), or call them toll-free, 1-888-63-GREEN.

C. Miscellaneous.

1. Notwithstanding anything to the contrary herein, the Buyer shall not use *inter alia* Seller's logos, service marks, trademarks or trade, brand or corporate name ("Corporate Marks") without the prior written consent of Seller in each instance, including, without limitation, use within any advertising, marketing materials, website, press release, or sales presentations; provided, however, without limiting the generality of the foregoing prohibition, each Party may issue press releases and other public messages regarding its business affairs and otherwise, including a general description of the Agreement and/or this Confirmation that is not contrary to the foregoing limitation relating to Corporate Marks.
2. SELLER ALSO DOES NOT REPRESENT THAT THE UNITS OF RECS TO BE PURCHASED AND SOLD HEREUNDER ARE REFLECTIVE OF ANY PERCENTAGE OF THE ACCOUNTS' METERED USAGE DURING THE DELIVERY PERIOD.
3. Buyer's purchase of the Green-e Energy Certified RECs does not permit Buyer to use the Green-e Energy logo, other than in accordance with applicable Green-e Energy logo use requirements (see [www.green-e.org](http://www.green-e.org)).
4. Buyer shall comply with all federal, state and local statutes, ordinances, orders, rules and regulations pertaining to any claims to *inter alia* the media, public, and consumers relating to the RECs purchased hereunder and Buyer support of generation from renewable energy resources, and shall indemnify and hold harmless Seller with respect to the Buyer's activities.

2. By signing below, each individual additionally warrants that he or she is authorized to sign this Supplement on behalf of the Party for which it was executed, which Supplement may be executed and delivered in counterparts (including facsimile transmission or as an attachment to an electronic mail transmission). As amended herein, the Confirmation shall remain in full force and effect.

IN WITNESS WHEREOF, this Supplement has been duly executed as of the dates set forth below.

SELLER: Integrys Energy Services of New York, Inc.

By: [Signature]  
Name: John M. Spaul  
Title: UP Sales  
Date: 9/17/2014

BUYER: Tompkins County

By: [Signature]  
Name: JACQUELINE KIPPOLA  
Title: RISK MANAGER  
COUNTY OF TOMPKINS  
Date: 9/17/14



**CONFIRMATION**

Contract ID# 1453658

This Confirmation dated 9/17/2014 is made a part of, and pursuant to terms of, the Power Sale Agreement between Buyer and Seller identified herein.

<b>SELLER: Integrys Energy Services of New York, Inc.</b>		<b>BUYER: Tompkins County</b>	
<b>NOTICES:</b> 3556 Lake Shore Rd Suite 420 Buffalo, NY 14219 Attn: Account Management Phone: (888) 649-4464 Fax: (716) 826-9725 Email: AMNY@Integrysenergy.com		<b>NOTICES:</b> 170 Bostwick Road Ithaca, NY 14850 Attn: Aral Lemaro Phone: (607) 274-0355 Fax: (607) 274-0358 Email: alemaro@tompkins-co.org	
		<b>INVOICES:</b> Tompkins County Highway Division 170 Bostwick Rd Ithaca, NY 14850 Attn: Kathy Cornell Phone: (607) 274-0300 Fax: Email:	
<b>QUANTITY</b>	All usage associated with the Accounts listed below, as determined by the Utility and adjusted by Seller to include distribution losses for delivery purposes.		
<b>DELIVERY POINT</b>	For each Account below, the interconnect between the applicable ISO/RTO's transmission system and the applicable Utility's distribution system.		
<b>BILLING</b>	<input checked="" type="checkbox"/> Seller Billing (Dual Billing) <input type="checkbox"/> Utility Single Bill Billing		
<b>FIXED PRICING</b>	For each billing cycle, Buyer shall pay a Fixed Charge per Account, which shall equal (i) the Fixed Rate below per kilowatt-hour (kWh), multiplied by (ii) the Account's billing cycle usage.		
<b>MATERIAL CHANGE</b>	Buyer acknowledges that the Pricing above has been established based on each Account's (a) 12-month historical usage as of the date of this Confirmation (as determined by the Utility) and (b) the forecasted installed capacity (ICAP) requirement ("Forecasted ICAP") in kW reasonably calculated by Seller and adjusted based on the applicable Utility methodology and the NYISO methodology required to translate installed capacity to unforced capacity, and agreed to by the Parties as set forth below (each an Account's "Baseline"). If Seller determines that there has been a material and sustained change from an Account's Baseline for reasons other than Force Majeure which results in an increased cost or decreased revenue to Seller ("Cost"), Seller may request that Buyer and Seller meet and agree on a Pricing adjustment to reflect such Cost; provided however, if Buyer and Seller cannot mutually agree, then Seller may pass-through the Cost, without markup. Unless multiple periods are identified, the Forecasted ICAP below shall apply to the entire Delivery Period. In the event the Forecasted ICAP Start identified below pre-dates the start of the Delivery Period, for clarity, the value shall not be utilized until the start of the Delivery Period identified below.		
<b>DELIVERY PERIOD</b>	The Initial Delivery Period for each Account shall begin on the first meter read occurring on or after 1/4/2015 subject to the applicable Utility's confirmation of enrollment with Seller. The Initial Delivery Period shall continue through the latest meter read date that occurs on or before 9/29/2016. The Parties acknowledge that the dates provided are based on the applicable Utility's read schedules, and actual meter read dates may vary.		
<b>RENEWAL</b>	After the Initial Delivery Period, service shall continue on a billing cycle-to-billing cycle basis at a variable market rate reasonably determined by Seller unless (i) terminated by either Party giving 30 days written notice prior to the end of the Initial Delivery Period noted above, or (ii) Buyer and Seller agree to alternate Pricing as evidenced by a fully executed Confirmation for the relevant Delivery Period. After the Initial Delivery Period, service continuing on a billing cycle-to-billing cycle basis may be terminated by either Party giving 30 days written notice to the other Party.		
<b>SPECIAL CONDITIONS</b>	Unmetered usage and non-interval metered usage shall be allocated in Seller's reasonable discretion into hourly periods based on the applicable Utility's class average data. Buyer acknowledges that the pricing herein includes a negotiated fee paid to third party intermediaries involved in the negotiation and execution of this Confirmation. Buyer acknowledges that the intermediary is not an agent of Seller and, thus, is not authorized to bind or represent Seller.		
<b>Fixed Rate in \$/kWh</b>		0.07379	

Utility Account #/POD ID#	Utility	Service Address	Forecast ed ICAP Start	Forecasted ICAP Requirement in kW
N01000000105114	NYSEG	65 Brown Rd Ithaca, NY 14850	1/1/2015	75.44701
N01000003097078	NYSEG	214 W STATE ST ITHACA, NY 14850	1/1/2015	1.10865
N01000006619886	NYSEG	101 E Green St Ithaca, NY 14850	1/1/2015	209.76996
N01000000094144	NYSEG	301 3Rd St Ithaca, NY 14850	1/1/2015	13.10971
N01000004717088	NYSEG	Walker Rd Dryden, NY 13053	1/1/2015	7.88270
N01000000142471	NYSEG	Judd Falls Rd Ithaca, NY 14850	1/1/2015	0.18994
N01000000093658	NYSEG	125 E Court St Ithaca, NY 14850	1/1/2015	139.65540
N01000000052076	NYSEG	128 E Buffalo St Ithaca, NY 14850	1/1/2015	44.74587
N01000000245027	NYSEG	312 N Cayuga St Ithaca, NY 14850	1/1/2015	60.21424
N01000000087742	NYSEG	320 W Marlin Luther King Jr St HR Bldg Ithaca, NY 14850	1/1/2015	219.57062
			6/1/2015	257.71200
N01000000152249	NYSEG	320 W Marlin Luther King Jr St HR Bldg Ithaca, NY 14850	1/1/2015	0.00000
N01000001701994	NYSEG	201 E Green St. Ithaca, NY 14850	1/1/2015	100.89927
N01000003884558	NYSEG	67 Hector St. Trumansburg, NY 14886	1/1/2015	0.00000
N01000001016742	NYSEG	122 Commerclal Ave Front Ithaca, NY 14850	1/1/2015	13.27085
N01000007663107	NYSEG	Near 102 Sincerbeaux Rd Groton, NY 13073	1/1/2015	7.99649
N01000000236562	NYSEG	1 Culligan Dr Ithaca, NY 14850	1/1/2015	0.00000
N01000000082537	NYSEG	1 Culligan Dr Hangar 1 Ithaca, NY 14850	1/1/2015	1.30938
N01000000101691	NYSEG	1 Culligan Dr Ithaca, NY 14850	1/1/2015	259.86956
N01000008777138	NYSEG	72 Brown Rd Ithaca, NY 14850	1/1/2015	44.68261
N01000000114827	NYSEG	1 Culligan Dr Hangar 11 Ithaca, NY 14850	1/1/2015	1.48397
N01000002380533	NYSEG	Warren Rd & Bro Rd Ithaca, NY 14850	1/1/2015	0.00000
N01000000169243	NYSEG	Brown Rd Ithaca, NY 14850	1/1/2015	5.16420
N01000000037267	NYSEG	Brown/Warren Rd Ithaca, NY 14850	1/1/2015	0.24079
N01000000146985	NYSEG	779 Warren Rd Ithaca, NY 14850	1/1/2015	155.86749
N01000009007584	NYSEG	170 Bostwick Rd. Ithaca, NY 14850	1/1/2015	31.76720
N01000008924989	NYSEG	92 Brown Rd Ithaca, NY 14850	1/1/2015	86.46739
N01000007884927	NYSEG	92 Brown Rd Ithaca, NY 14850	1/1/2015	0.00000
N01000005798178	NYSEG	1771 Hanshaw Rd Ithaca, NY 14850	1/1/2015	6.08844



Buyer agrees that by signing below, Buyer authorizes Seller to begin enrollment and initiate service. This Confirmation to the Power Sale Agreement is effective as of the date signed by Seller.

Seller: Integrys Energy Services of New York, Inc.

By: HP

Name: Jos M Smith

Title: UP Mgr Sales

Date: 9/17/2014

Buyer: Tompkins County

By: Jacqueline Kippola

Name: JACQUELINE KIPPOLA

Title: RISK MANAGER

Date: COUNTY OF TOMPKINS

Once executed, please return this Confirmation to Integrys Energy Services of New York, Inc. by facsimile to (920) 272-4309 or by e-mail to [NewYorkPricing@Integrysenergy.com](mailto:NewYorkPricing@Integrysenergy.com)

## PROSPECTIVE PRODUCT CONTENT LABEL<sup>1</sup>

This is a renewable energy certificate (REC) product. For every unit of renewable electricity generated, an equivalent amount of RECs is produced. The purchase of RECs supports renewable electricity generation, which helps reduce conventional electricity generation in the region where the renewable generator is located.

The product is sold in blocks of 1,000 kilowatt-hours (kWh). The product will be made up of the following renewable resources.

Green-e Energy Certified New <sup>2</sup> Renewables in Ecovations Renewable Energy RECs		Generation Location
-Wind	100%	National
<b>TOTAL</b>	<b>100%</b>	

1. Actual figures may vary according to resource availability. We will annually report to you the actual resource mix of the RECs you purchased during the preceding year.

2. New Renewables come from generation facilities that first began commercial operation on or after January 1, 1999.

3. Eligible hydroelectric facilities are defined in the Green-e Energy National Standard ([http://www.green-e.org/getcert\\_re\\_stan.shtml](http://www.green-e.org/getcert_re_stan.shtml)) and include facilities certified by the Low Impact Hydropower Institute (LIHI) ([www.lowimpacthydro.org](http://www.lowimpacthydro.org)); facilities that are run-of-the-river hydropower facilities with a total rated nameplate capacity equal to or less than 5 MW; and facilities comprised of a turbine in a pipeline or a turbine in an irrigation canal.

For comparison, the average (2002-2006) mix of energy sources supplying the US includes: Coal (49%), Nuclear (20%), Oil (3%), Natural Gas (18%), Large Hydroelectric (7%), Other Fossil (1%), and Renewables (2%). (from U.S. Department of Energy/Energy Information Administration)

The average home in the United States uses 900 kWh per month. [Source: U.S. EPA]

For specific information about this REC product, please contact Integrys Energy Services, Inc., 920-617-6119, [www.integrysenergy.com](http://www.integrysenergy.com).



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Green-e Energy certifies that Ecovations Renewable Energy RECs meets the minimum environmental and consumer protection standards established by the non-profit Center for Resource Solutions. For more information on Green-e Energy certification requirements, call 1-888-63-GREEN or log on to [www.green-e.org](http://www.green-e.org).