Resolution No._____, 2026

RESOLUTION AUTHORIZING ACTING EXECUTIVE DIRECTOR TO ENTER INTO INTERIM ENERGY SALES AGREEMENT WITH NIAGARA MOHAWK POWER CORPORATION FOR SALE OF ELECTRIC ENERGY

WHEREAS, by Resolution #453 of 1993, the Onondaga County Resource Recovery Agency (OCRRA) previously entered into a power purchase agreement with Niagara Mohawk Power Corporation (DBA National Grid) which expired on December 31, 2025; and

WHEREAS, by Resolution #2529 of 2025, OCRRA continued to sell the electric output of the waste-to-energy facility to Niagara Mohawk through a one-year Interim Energy Sales Agreement which expires December 31, 2026; and

WHEREAS, OCRRA wishes to continue to sell the electric output of the waste-to-energy facility to Niagara Mohawk, which requires the execution of a new Energy Sales Agreement; and

WHEREAS, the parties have negotiated a one-year Interim Energy Sales Agreement, with substantially the same terms and conditions as the expiring Energy Sales Agreement for a new term of January 1, 2027 to December 31, 2027; and

WHEREAS, the Administration Committee has reviewed the terms and conditions of the proposed Interim Energy Sales Agreement and has recommended that the Acting Executive Director be authorized to execute such agreement on behalf of the Agency along with such other documents that may be required by regulation to secure the necessary interconnection; now therefore be it

RESOLVED, that the Onondaga County Resource Recovery Agency hereby authorizes its Interim Acting Executive Director to renew the attached Interim Energy Sales Agreement No. 2017, updated with the revised Article 3.1 dated October 1,2026 with Niagara Mohawk Power Corporation (DBA National Grid), which shall govern the electric energy sales from the waste-to- energy plant for the period January 1, 2027 through December 31, 2027, and to execute such other documents as required by regulation to secure the interconnection to the Niagara Mohawk Power Corporation System. This Resolution shall take effect immediately.

Resolution Adopted Date: _____

Vote: Ayes:_____Nays: _____Abstain: _____

Signed: _____

DRAFT

nationalgrid

Via Electronic mail

October 1, 2026

Mike Mokrzycki
Deputy Executive Director
Onondaga County Resource Recovery Agency
100 Elwood Davis Road
North Syracuse, NY 13212
Phone: 315-453-2866 ext 1211
E-Mail: mmokrzycki@ocrra.org

Re: Interim Energy Sales Agreement No. 2017 ("Interim ESA No. 2017"), between Niagara Mohawk Power Corporation d/b/a National Grid ("National Grid") and Onondaga County Resource Recovery Agency ("Producer") dated November 6, 2025 and amended on December 16, 2025 (together "Interim ESA No. 2017")regarding power generated at the waste-to-energy generating facility, located at 5801 Rock Cut Road, Hamlet of Jamesville, Town of Onondaga, County of Onondaga, State of New York, having a total installed nameplate capacity of 39.22 MW (the "Production Facility") – Amendment No. 2

Dear Mr. Mokrzycki:

Article 3.1 of Interim ESA No. 2017 defines the term of Interim ESA No. 2017 as commencing at 12.00 am on the Effective Date and terminating on December 31, 2026.

The Parties to Interim ESA No. 2017 desire to extend the term of Interim ESA No. 2017 whereby Producer will continue to sell and deliver, and National Grid will continue to receive and purchase all of the Excess Electric Output produced at the Production Facility.

In consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree to extend the term of Interim ESA No. 2017 according to the following terms and conditions:

1. All capitalized terms have the meaning set forth herein, and if not defined herein, shall have the meaning set forth in Interim ESA No. 2017.

2. Article 3.1 of Interim ESA No. 2017 is deleted in its entirety and replaced with the following:

   3.1 The term of this Interim ESA shall commence at 12:00 AM on the Effective Date and shall terminate on the earlier to occur of: i) 11:59 pm on December 31, 2027; or ii) thirty (30) calendar days following receipt by National Grid of Producer's written notice of its intent to terminate this Interim ESA; or (iii) the effective date of the New Agreements. Written Notice of intent to terminate must be received under any and all circumstances in which Producer intends to sell energy under a different contract arrangement with National Grid or another outside entity.

3. All of the other provisions of Interim ESA No. 2017 remain in full force and effect.

4. This Amendment No. 2 along with the Interim ESA No. 2017 shall be read and construed together as a single document, and all references in Interim ESA No. 2017 or any related agreement or amendment to Interim ESA No. 2017 shall hereafter refer to Interim ESA No. 2017 inclusive of Amendment No. 2.

5. This Amendment No. 2 shall be effective as of December 30, 2026.

NIAGARA MOHAWK POWER CORPORATION

By: _____ R.D
Name: Christopher Meyer

Title: Authorized Signatory for Niagara Mohawk Power Corporation

Date: _____

ACCEPTED AND AGREED:
ONONDAGA COUNTY RESOURCE RECOVERY AGENCY

By: _____
Name: Michael Mokrzycki
Title: Acting Interim Executive Director

Date: _____