

York State common law, seeking penalties and injunctive relief for alleged violations of, among other things:

(a) the Act's New Source Review ("NSR") provisions including the Prevention of Significant Deterioration ("PSD") provisions of 42 U.S.C. §§ 7470-92 and 40 C.F.R. § 52.21, incorporated into New York law in 6 NYCRR § 200.10; and related claims under New York regulations;

(b) the common law of public nuisance regarding emissions of nitrogen oxides ("NO_x") and sulfur dioxide ("SO₂") from the Huntley Station and Dunkirk Station;

(c) the common law of restitution and damages regarding alleged harm to human health and the environment in New York stemming from alleged violations of state and federal law at the Huntley Station and Dunkirk Station; and

(d) State Executive Law § 63(12) regarding fraudulent or illegal acts in the conduct of business in New York causing harm to human health and environment in New York;

WHEREAS, Niagara Mohawk transferred ownership of the Huntley Station and Dunkirk Station to NRG on or about June 11, 1999;

WHEREAS, the New York State Department of Environmental Conservation ("DEC") issued a Notice of Violation (the "NOV") to Niagara Mohawk on or about May 25, 2000 regarding the alleged actions and/or omissions underlying the Complaint;

WHEREAS, the State filed an Amended Complaint on July 17, 2002, amending allegations as to ownership and control by certain non-owner NRG entities, but leaving the substantive allegations against NRG in place, and also dropping NRG Northeast Generation as a party;

WHEREAS, the Court granted NRG's Motion to Dismiss on March 27, 2003, and granted Niagara Mohawk's Motion to Dismiss in part and denied the motion in part;

WHEREAS, following the Court's March 27, 2003 ruling, the State sought leave to file a Second Amended Complaint on April 28, 2003, which was granted by the Court on December 31, 2003;

WHEREAS, the Second Amended Complaint removed allegations that Niagara Mohawk is liable for civil penalties for modifications that occurred more than five years before the filing of the Complaint and added claims that Niagara Mohawk operated the Huntley Station and Dunkirk Station with a deficient operating permit, in violation of Sections 504(a) of the Act, 42 U.S.C. § 7661c(a), and associated federal and state regulations at 40 C.F.R. Part 70 and 6 N.Y.C.R.R. Part 201;

WHEREAS, Niagara Mohawk denies each of the allegations set forth in the NOV, the Complaint, the Amended Complaint, and the Second Amended Complaint, and relies on its pleadings and filings in that case, as well as any other defenses, known or unknown;

WHEREAS, the State and Niagara Mohawk agree that, notwithstanding their respective positions on the issues herein, settlement of this action pursuant to the terms of this Consent Decree is in the best interest of the Parties and in the public interest, and that entry of this Consent Decree without further litigation is the most appropriate means of resolving this matter;

WHEREAS, Niagara Mohawk owns certain land in New York State in the vicinity of the Salmon River and Salmon River Reservoir in the towns of Albion, Orwell, Redfield, and Richland, the villages of Altmar and Pulaski, in Oswego County, as described more fully in the Gift Agreement attached hereto as Appendix A (the "Salmon River Land"), which an

independent third party appraiser determined to have a market value in December 2004 of \$2,560,500 (the “Interim Appraisal”);

WHEREAS, based on additional information received, the State is in the process of obtaining an updated independent third party appraisal of the Salmon River Land (“Final Appraisal”) but the State and Niagara Mohawk believe that the Final Appraisal will not significantly differ from the Interim Appraisal;

WHEREAS, Niagara Mohawk has agreed, under this Consent Decree, to provide the State with a total settlement package of \$3,000,000 in penalties, \$3,000,000 in Environmental Mitigation Projects, and transfer of the Salmon River Land, subject to the terms described herein;

WHEREAS, the State and Niagara Mohawk have consented to entry of this Consent Decree without trial of any issue;

WHEREAS, a copy of this proposed Consent Decree will be provided to the United States Environmental Protection Agency for its review and comment upon lodging of this Consent Decree with the Court;

NOW, THEREFORE, without any admission of fact or law, without any adjudication on the merits of the allegations set forth in the NOV, the Complaint, the Amended Complaint, and the Second Amended Complaint, and without any admission of the violations alleged in the NOV, the Complaint, the Amended Complaint, and the Second Amended Complaint, it is hereby ORDERED AND ADJUDGED as follows:

I. JURISDICTION AND VENUE

1. The Court has jurisdiction of this matter pursuant to section 304 of the Act,

42 U.S.C. § 7604, and pursuant to 28 U.S.C. §§ 1331,1355 and 1367 and ECL §§ 71-2103 and 2107. Solely for the purposes of this Consent Decree, Niagara Mohawk waives all objections that it may have to the jurisdiction of the Court, and to venue. Except as expressly provided for herein, this Consent Decree shall not create any rights in any Party other than the State and Niagara Mohawk.

II. APPLICABILITY

2. The provisions of this Consent Decree shall apply to and be binding upon the State and upon Niagara Mohawk, its successors and assigns.

III. DEFINITIONS

The following definitions apply solely for purposes of this Consent Decree:

3. “Consent Decree” means this Consent Decree and the Appendices thereto.

4. “Dunkirk Station” means the Dunkirk Generating Station located in Dunkirk, Chautauqua County, New York, formerly owned and operated by Niagara Mohawk, and currently owned and operated by NRG. The Dunkirk Station consists of four generating units known as Units 1, 2, 3 and 4.

5. “Huntley Station” means the C.R. Huntley Generating Station located in Tonawanda, Erie County, New York, formerly owned and operated by Niagara Mohawk, and currently owned and operated by NRG. The Huntley Station consists of six generating units known as Units 63, 64, 65, 66, 67 and 68.

6. “Niagara Mohawk Power Corporation” or “Niagara Mohawk” means the corporation organized under the laws of the State of New York with its principal place of

business located in Syracuse, New York. The terms include its directors, officers, employees, servants, agents, affiliates, parent corporations, successors, and assigns.

7. “State of New York” or “New York” means the body politic and sovereign entity that brought this action on behalf of itself and, as parens patriae, on behalf of all residents and citizens of the State, against Niagara Mohawk and NRG, and includes, but is not limited to, its agencies such as the DEC.

8. “Successor” means the corporate successor-in-interest, if any, to Niagara Mohawk. NRG or its affiliates are not a “successor” of Niagara Mohawk as that term is used in this Consent Decree.

IV. CIVIL PENALTY

9. Within thirty (30) days of the entry of this Consent Decree, Niagara Mohawk shall pay a civil penalty by sending a check in the amount of three million dollars (\$3,000,000), payable to the “State of New York,” addressed to: Michael J. Myers, Assistant Attorney General, Environmental Protection Bureau, Office of the Attorney General, The Capitol, Albany, New York 12224.

10. With regard to any penalty due pursuant to this Order which is not paid by the specified due date, Niagara Mohawk shall be liable for and shall pay interest from the due date at the rate specified by the New York Civil Practice Law and Rules for interest on a judgment. For any penalty due under this paragraph that Niagara Mohawk fails to pay within ninety (90) days of its due date, Niagara Mohawk shall pay the State of New York an additional charge of 22% on the penalty amount due in accordance with State Finance Law § 18.

V. ENVIRONMENTAL MITIGATION PROJECTS

11. Within thirty (30) days after the entry of this Consent Decree, Niagara Mohawk shall establish an interest-bearing escrow account, entitled the “Niagara Mohawk Environmental Mitigation Project Account,” (“Mitigation Account”) and shall deposit therein no less than three million dollars (\$3,000,000).

12. The New York State Energy Research and Development Authority (“NYSERDA”) shall administer the Mitigation Account. Monies included in the Mitigation Account, including any accrued interest, shall be used to carry out one or more projects authorized by DEC and the Office of the Attorney General, described in Appendix B to this Consent Decree, that pertain to energy efficiency and/or pollution reduction in Western New York, including but not limited to the weatherization of low income housing and the retrofitting of pollution controls on school buses. The State shall have final approval authority over the project(s) selected, and reserves the right to use funds in the Mitigation Account for other projects than those described in Exhibit B, provided that (1) such other projects pertain to energy efficiency and/or pollution reduction, and (2) the State notifies Niagara Mohawk of the State’s intent to fund such other projects. Any funds remaining in such account five years after the effective date of this Consent Decree shall be paid to DEC, which shall deposit same in the General Fund of the State of New York. Niagara Mohawk shall have no liability or obligation with respect to the selection, implementation, or administration of the projects other than funding the Mitigation Account.

13. The sum referred to in Paragraph 11 shall not be deducted for purposes of state or federal taxes or passed through to Niagara Mohawk’s ratepayers. Whenever Niagara Mohawk

may publicize the projects or their results, it will be acknowledged that the project was performed as part of the resolution of an enforcement action brought by the State.

VI. TRANSFER OF SALMON RIVER LAND

14. As described further below, and subject to the provisions of Paragraphs 18 and 19 herein, Niagara Mohawk shall transfer the Salmon River Land to the State. The transfer of the Salmon River Land shall be governed by the Gift Agreement, attached hereto as Appendix A. The Salmon River Land is described fully in Schedule A of the Gift Agreement. The obligations of Niagara Mohawk and the State under the Gift Agreement shall become effective once the following have all occurred: formal approval of the Gift Agreement by the Office of the Attorney General and the Office of the Comptroller, entry of this Consent Decree, and approval of the New York State Public Service Commission (“PSC”) of the transfer of the Salmon River Land to the State. The Gift Agreement shall be construed consistently with this Consent Decree, and in the event of conflict or inconsistency between the two instruments, this Consent Decree shall govern.

15. Within sixty (60) days of the lodging of this Consent Decree, Niagara Mohawk shall file a petition with the PSC under section 70 of the New York Public Service Law, seeking PSC’s consent to the transfer. In its petition, Niagara Mohawk shall use the fair market value of the Salmon River Land in the Final Appraisal, subject to the State affording Niagara Mohawk a reasonable opportunity to review the Final Appraisal for any material errors regarding the accuracy of the description of the land interests being appraised, and the methodology used deriving a fair market value in such appraisal and, if any material errors are found and reported to the State, subject to any subsequent correction to the fair market value deemed necessary by

the State and Niagara Mohawk. Niagara Mohawk will use reasonable efforts to obtain such consent from PSC as promptly as practicable.

16. Within forty-five (45) days of the date of the PSC order regarding transfer of the Salmon River Land, subject to Paragraph 18 of this Consent Decree, Niagara Mohawk shall create an interest bearing escrow account entitled the “Salmon River Land Transaction Account” (“Transaction Account”) and shall deposit in the Transaction Account the sum of \$418,500. Provided, however, that Niagara Mohawk shall adjust the amount accordingly, dollar-for-dollar, and deposit this revised amount in the Transaction Account if: (1) the Final Appraisal differs from the Interim Appraisal, and/or (2) the PSC determines the value of the Salmon River Land to be different than the Final Appraisal. Niagara Mohawk shall use the funds in the Transaction Account prior to closing of the Salmon River Land transfer as requested by DEC to clear title, address third party claims related to the Salmon River Land, to obtain title abstracts or surveys, or as otherwise necessary to satisfy the representations and warranties applicable to Niagara Mohawk contained in the Gift Agreement. If Niagara Mohawk intends to use any of these funds, it shall notify DEC in writing two weeks prior to the withdrawal, unless DEC consents in writing to a shorter period. If DEC objects to the proposed withdrawal, the parties shall use the dispute resolution procedures set forth in Section XI of this Consent Decree. Within thirty (30) days of the date that the transfer of the Salmon River Land is completed, Niagara Mohawk shall cause the remaining balance, if any, of the Transaction Account to be deposited into the Mitigation Account, and shall close the Transaction Account, in full satisfaction of its remaining obligations under this Consent Decree.

17. The sole source of money to be used for the purposes described in Paragraph 16 of this Consent Decree, and the sole remedy for breach of any of Niagara Mohawk's obligations under the Gift Agreement, including without limitation the representations and warranties therein, shall be the funds in the Transaction Account.

18. If, subsequent to the PSC order regarding the transfer of the Salmon River Land, the State decides that it does not wish to receive transfer of the Salmon River Land, the State shall notify Niagara Mohawk of its decision within thirty (30) days of the date of the PSC order. In such case, Niagara Mohawk shall deposit \$3,125,000 into the Mitigation Account within thirty (30) days of receiving notice of the State's decision, in full satisfaction of its remaining obligations under this Consent Decree.

19. If the State does not notify Niagara Mohawk pursuant to the provisions in Paragraph 18 and thereby decides to proceed with the transfer, in the event that the State determines that it does not wish to receive one or more of the Salmon River Land parcels, it shall promptly notify Niagara Mohawk of its decision. Provided, however, that if Niagara Mohawk believes that the severance of such parcel(s) from the remaining lands would materially alter the value of the severed parcel(s), Niagara Mohawk shall so inform the State in writing, and the parties shall then meet and confer regarding whether to proceed with transfer of the remaining lands. If, after such discussions, Niagara Mohawk chooses not to transfer the remaining lands to the State, it shall deposit into the Mitigation Account within thirty (30) days of such decision the sum of \$3,125,000 less any funds expended as authorized under Paragraph 16 of this Consent Decree.

VII. RESOLUTION OF PAST CLAIMS

20. The State releases, discharges and covenants not to sue Niagara Mohawk, its directors, officers, employees, servants, agents, affiliates, parent corporations, successors, and assigns (the “Released Parties”) from any and all claims, actions, proceedings, suits, demands or liabilities that it may have as of the date of the State’s execution of this Consent Decree with respect to or in any way relating to:

- A. Any alleged violation at the Huntley Station and Dunkirk Station of the PSD provisions of the Act, 42 U.S.C. §§ 7470-7492; 40 C.F.R. § 52.21; the Non-Attainment NSR provisions of the Act, 42 U.S.C. §§ 7501-7515; 40 C.F.R. §§ 51-52; Title V of the Act, 42 U.S.C. § 7661; 40 C.F.R. § 70; the New Source Performance Standards of the Act, 42 U.S.C. § 7411; 40 C.F.R. § 60; the New York State regulations incorporating federal PSD requirements, 6 N.Y.C.R.R. § 200.10; and the New York nonattainment NSR regulations, 6 N.Y.C.R.R. Part 231-2;
- B. Emissions of NO_x, SO₂, and particulate matter (PM) from the Huntley Station and Dunkirk Station, including, but not limited to, claims alleging violation of the New York State Implementation Plan; 6 N.Y.C.R.R. Parts 200 and 201; State Executive Law § 63[12]; or any other claims at common law or equity, including, but not limited to public nuisance, restitution and damage to natural resources; and
- C. Air pollution resulting from or relating to any alleged modification to the Huntley Station and Dunkirk Station by Niagara Mohawk, including, but not limited to,

claims alleging violation of the New York State Implementation Plan; 6 N.Y.C.R.R. Parts 200 and 201; State Executive Law § 63[12]; or any other claims at common law or equity, including, but not limited to public nuisance, restitution and damage to natural resources.

VIII. RESERVATION OF RIGHTS

21. Nothing contained in this Consent Decree shall be construed as barring, diminishing, adjudicating or in any way affecting:

- A. Any legal or equitable rights or claims, actions, proceedings, suits, causes of action or demands whatsoever that the State may have against anyone other than the Released Parties;
- B. The State's right, if and to the extent provided for by law, to enforce this Consent Decree against the Released Parties in the event that Niagara Mohawk fails to fulfill any of the terms or provisions hereof, including but not limited to conveying the Salmon River Land pursuant to Paragraph 14 of this Consent Decree;
- C. Any legal or equitable rights or claims, actions, proceedings, suits, causes of action or demands whatsoever that the State may have against Niagara Mohawk for any violations not identified in Paragraph 20 of this Consent Decree.

IX. STIPULATED PENALTIES AND REMEDIES

22. For purposes of this Consent Decree, within thirty (30) days after written demand from the State, and subject to the provisions of Sections X (Force Majeure) and XI (Dispute

Resolution), Niagara Mohawk shall pay the following stipulated penalties to the State for each failure by Niagara Mohawk to comply with the terms of this Consent Decree:

- A. For failure to pay the civil penalty required by Paragraph 9 hereof when due: \$1,000 for each day that it is late.
- B. For failure to deposit the amount required by Paragraph 11 hereof when due: \$1,000 for each day that it is late.
- C. For any other material violation of this Consent Decree, \$1,000 per day, per violation.

23. Should Niagara Mohawk dispute its obligation to pay part or all of a demanded stipulated penalty, it may avoid the imposition of a separate stipulated penalty for the failure to pay the disputed penalty by depositing the disputed amount in a commercial escrow account pending resolution of the matter and by invoking the Dispute Resolution provisions of this Consent Decree within the time provided in Section XI of this Consent Decree for payment of the disputed stipulated penalty. If the dispute is thereafter resolved in Niagara Mohawk's favor, the escrowed amount plus accrued interest shall be returned to Niagara Mohawk. If the dispute is resolved in favor of the State, then the State shall be entitled to the escrowed amount determined to be due by the Court, plus accrued interest. The balance in the escrow account, if any, shall be returned to Niagara Mohawk.

24. Niagara Mohawk shall not be required to remit any stipulated penalty that is disputed in compliance with Section XI of this Consent Decree until the dispute is resolved in favor of the State. However, nothing in this Paragraph 24 shall be construed to cease the accrual of the stipulated penalties until the dispute is resolved.

X. FORCE MAJEURE

25. Niagara Mohawk shall not suffer any penalty under this Consent Decree or be deemed to be in violation hereof if it cannot comply with any requirement of this Consent Decree as a result of a natural event, war, strike, riot, terrorist act, or other catastrophe, obstruction or interference by a third party, failure to act or delay by a governmental agency, or any other fact or circumstance beyond Niagara Mohawk's reasonable control (a "Force Majeure event"), provided, however, that negligence or misconduct on the part of Niagara Mohawk was not the proximate cause of such fact or circumstance, and provided further that Niagara Mohawk shall make its best effort to comply nonetheless and shall, within four (4) business days, notify the State by telephone and in writing, pursuant to the communications provision of this Order, after it obtains knowledge of any such condition or event and request an appropriate extension or modification of this Order.

26. Niagara Mohawk shall be entitled to an extension of any deadline for any requirements of this Consent Decree for a period equal to any delay caused by a Force Majeure event. Nothing in this Paragraph 26 of this Consent Decree shall preclude Niagara Mohawk from seeking additional extensions subject to the State's consent.

XI. DISPUTE RESOLUTION

27. The dispute resolution procedure provided by this Section XI of this Consent Decree shall be available to resolve all disputes arising under this Consent Decree, provided that the party making such application has first made a good faith attempt to resolve the matter with the other party.

28. The dispute resolution procedure required in this Section XI of this Consent

Decree shall be invoked by one party to this Consent Decree giving written notice to the other advising of a dispute sought to be resolved pursuant to this Section. The notice shall describe the nature of the dispute and shall state the noticing party's position with regard to such dispute.

The

parties shall expeditiously schedule a meeting to discuss the dispute informally not later than fourteen (14) days following receipt of such notice.

29. Disputes submitted to dispute resolution under this Section shall, in the first instance, be the subject of informal good faith negotiations between the parties. Such period of informal negotiations shall not extend beyond thirty (30) calendar days from the date of the first meeting among the parties' representatives unless they agree in writing to shorten or extend this period.

30. If the parties are unable to reach agreement during the informal negotiation period, the State shall provide Niagara Mohawk with a written summary of its position regarding the dispute. The written position provided by the State shall be considered binding unless, within thirty (30) calendar days thereafter, Niagara Mohawk files with this Court a petition that describes the nature of the dispute and seeks resolution. The State may respond to the petition within forty-five (45) calendar days of filing.

31. Where the nature of the dispute is such that a more timely resolution of the issue is required, the time periods set out in this Section may be shortened upon motion of one of the parties to the dispute.

32. As part of the resolution of any dispute under this Section, in appropriate circumstances the parties may agree to, or this Court may order, an extension or modification of

the schedule for completion of work under this Consent Decree to account for the delay that occurred as a result of dispute resolution.

XII. GENERAL PROVISIONS

33. Third Parties. Except as otherwise provided herein, this Consent Decree does not limit, enlarge or affect the rights of any Party to this Consent Decree as against any third parties. However, the State may not obtain, or seek to obtain, from Niagara Mohawk or any third party (including NRG) any further penalties or environmental mitigation projects with respect to the violations that were alleged, or could have been alleged, in the NOV, Complaint, Amended Complaint, and Second Amended Complaint, to have occurred prior to June 11, 1999.

34. Severability. The effectiveness of this Consent Decree shall be contingent upon the Court also approving the Consent Decree executed by the State and NRG to settle the State's claims against NRG in this case.

35. The State agrees that Niagara Mohawk shall have no obligation to fulfill any terms of, or perform any actions required by, any consent decree entered into between the State and NRG in this action, even if NRG is unable to fulfill the terms of, or perform the actions required by, such consent decree as a result of financial insolvency, bankruptcy, or for any other reason. Subject to Paragraph 34 of this Consent Decree, the State further agrees that it will not pursue NRG for payment of, or require as a term of any consent decree entered into between the State and NRG, that NRG pay any monetary penalties or damages based on allegations and claims arising out of or relating to the NOV, the Complaint, the First Amended Complaint, or the Second Amended Complaint.

36. Indemnification. Niagara Mohawk shall indemnify and hold the State and its representatives and employees harmless for all claims, suits, actions, damages and costs of every name and description (except for claims that may be raised in a citizen suit which seeks to challenge, modify, or add to the penalties or remedies in this Consent Decree) arising out of or resulting from the fulfillment or attempted fulfillment of this Consent Decree by Niagara Mohawk, its directors, officers, employees, servants, agents, successors or assigns; provided, however, that Niagara Mohawk shall not be liable for any costs related to the defense of any such claims, suits, or actions including attorneys fees and other such costs and shall not be required to provide indemnity for any claims, suits, actions, damages, and costs of every name and description asserted by any person or entity regarding or arising out of the property transfer under Paragraph 14 above.

37. Costs. Each party to this action shall bear its own costs and attorneys fees.

38. Notice. Unless otherwise provided in this Consent Decree, notifications to or communications with the State or Niagara Mohawk shall be deemed submitted on the date they are postmarked and sent either by overnight mail, return receipt requested, or by certified or registered mail, return receipt requested. Notifications shall be sent to the following representatives for each mail by electronic mail and overnight, certified or registered mail at the addresses set forth below:

A. State:

1. Michael J. Myers, Assistant Attorney General
State of New York Office of the Attorney General
Environmental Protection Bureau
The Capitol
Albany, New York 12224

2. Michelle A. Crew, Associate Counsel
New York State Department of Environmental Conservation
625 Broadway, 14th Floor
Albany, New York 12233-5500

B. Niagara Mohawk:

1. John F. Sherman, III
Deputy General Counsel
National Grid USA
25 Research Drive
Westboro, Massachusetts 01582
2. William J. Holzhauer
Counsel
Niagara Mohawk Power Corporation
300 Erie Boulevard West
Syracuse, New York 13202

C. The State and Niagara Mohawk respectively reserve the right to designate other or different addressees on written notice to the other.

39. Modification. This Consent Decree may be modified by Court Order upon the prior agreement of the parties.

40. Continuing Jurisdiction. The Court shall retain jurisdiction of this case after entry of this Consent Decree to enforce compliance with the terms and conditions of this Consent Decree and to take any action necessary or appropriate for its interpretation, construction, execution, or modification. During the term of this Consent Decree, any party may apply to the Court for any relief necessary to construe or effectuate this Consent Decree.

41. Complete Agreement. This Consent Decree constitutes the final, complete and exclusive agreement and understanding among the parties with respect to the settlement embodied in this Consent Decree. The parties acknowledge that there are no representations,

agreements or understandings relating to the settlement other than those expressly contained in this Consent Decree.

XIII. TERMINATION

42. Niagara Mohawk's obligations under this Consent Decree shall be terminated upon motion by the parties after Niagara Mohawk fulfills its obligations under Paragraphs 9 through 19 of this Consent Decree. Such termination shall not affect the State's obligations under Paragraphs 12 (pertaining to mitigation projects) and 20 (pertaining to the State's release and covenant not to sue), which shall remain in effect after the Consent Decree has been terminated.

FOR THE PLAINTIFFS:

Dated: _____

ELIOT SPITZER
Attorney General of the State of New York

J. JARED SNYDER
MICHAEL J. MYERS
Assistant Attorneys General
Environmental Protection Bureau
The Capitol
Albany, New York 12224
(518) 402-2594
Of counsel

Dated: _____

ERIN M. CROTTY, Commissioner
New York State Department of
Environmental Conservation
625 Broadway
Albany, New York 12233-5500

JAMES H. FERREIRA, General Counsel
MICHELLE A. CREW, Counsel
New York State Department of
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625 Broadway, 14th Floor
Albany, New York 12233-5500

FOR NIAGARA MOHAWK POWER
CORPORATION
By its attorneys,

Dated: _____

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STENGER & FINNERTY

Dated: _____

By: _____
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