

EXHIBIT A

**Copy of Gas Franchises provided by the
Plattsburgh Division Municipalities**

RECORD AND RETURN TO:

CLINTON COUNTY CLERK'S OFFICE

County Clerk's Recording Page

TIME STAMP

RECORDED
Exhibit A
Plattsburgh
Page 1 of 16

Oct 10 8 08 AM '00

CLINTON COUNTY
CLERK'S OFFICE
JOHN H. ZURLO

New York State Electric & Gas Corp.
Records Mgt. & Real Estate Svc.
PO Box 3287
Ithaca, New York 14852-3287

COMPLETE THIS SIDE

PARTY(IES) OF THE FIRST PART

City of Plattsburgh

PARTY(IES) OF THE SECOND PART

NYSEG

PROPERTY LOCATION (NOT MAILING ADDRESS)

CITY/TOWN PLATTSBURGH

TAX MAP #

STATE OF NEW YORK
COUNTY OF CLINTON

WARNING - THIS SHEET CONSTITUTES THE CLERK'S
ENDORSEMENT, REQUIRED BY SECTION 319 OF THE
REAL PROPERTY LAW OF THE STATE OF NEW YORK.
DO NOT DETACH FROM THIS INSTRUMENT.

John H. Zurlo

JOHN H. ZURLO, CLINTON COUNTY CLERK

FOR CLERK'S USE ONLY

DAY SHEET #

PAGES 16

INDEX Deeds

BOOK PAGE

INSTRUMENT Franchise

INSTRUMENT # 125858

TRANSFER TAX

R.E.T.T. # 00585

CONSIDERATION 0

R.E.T.T. AMOUNT 0

MORTGAGE TAX

MORTGAGE SERIAL #

MORTGAGE AMOUNT

BASIC MTG. TAX

SPECIAL ADDITIONAL

ADDITIONAL

TOTAL TAX

I HEREBY CERTIFY THAT I HAVE RECEIVED THE
ABOVE IMPOSED TAX PAID AT THE TIME OF
RECORDING.

CLINTON COUNTY CLERK

GRANT OF FRANCHISE FROM THE CITY OF PLATTSBURGH, NEW YORK
TO NEW YORK STATE ELECTRIC & GAS CORPORATION

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GRANT OF FRANCHISE FROM CITY OF PLATTSBURGH, NEW YORK
TO NEW YORK STATE ELECTRIC & GAS CORPORATION

WHEREAS, an application has been duly made to the Common Council of the City of Plattsburgh, County of Clinton, State of New York by New York State Electric & Gas Corporation for permission to lay, place and maintain conduits, pipes, mains, services and other appliances through, along and under public highways in said City for the purpose of conducting gas for the supply of public and private buildings and places in said City; and

WHEREAS, the availability of natural gas to businesses and institutions located within the City of Plattsburgh may result in cost savings for said users and enhance their economic viability; and

WHEREAS, it is prudent to have natural gas available as an alternate utility for use by residential homeowners in the City of Plattsburgh; and

WHEREAS, the use of natural gas as a replacement fuel for other fossil fuels will have a beneficial effect on air quality and the environment generally;

NOW, THEREFORE, on motion duly made and carried at a regular meeting of the Common Council of the City held at the City Hall on _____, _____, 1996 at _____ p.m., prevailing time, the following nonexclusive franchise was granted by the City of Plattsburgh to New York State Electric & Gas Corporation.

ARTICLE I

GRANT OF FRANCHISE

The City of Plattsburgh in the County of Clinton, State of New York, herein referred to as the Grantor or as City, hereby grants to New York State Electric & Gas Corporation and its successors, hereinafter referred to as Grantee, a nonexclusive gas transmission and distribution franchise of scope and description as hereinafter set forth.

ARTICLE II

TERM

The franchise is granted for a terms of 50 years, commencing with the date on which it is accepted. Thereafter, the franchise may be renewed for an additional term on such terms and conditions as may be mutually acceptable to Grantor and Grantee. Grantee shall file written acceptance of the franchise with the Grantor within 30 days after the date of this resolution.

In the event the franchise is not renewed, the Grantee shall not be required to remove its improvements within the City. If the City, or any other party uses said improvements, the Grantee shall be paid fair market value in full compensation for those improvements.

ARTICLE III

SPECIFIC CONDITIONS

Section 1. Scope of Franchise

Grantee has the right and privilege, during the term of the franchise granted by this resolution, to construct, maintain, and operate a distribution and transmission system for furnishing natural and/or artificial gas to all customers, public and private, within and through the corporate limits of the City. As used in this Grant of Franchise, "City"/"Grantor" includes any future expansion of the City boundaries and any successor to the City. For such purpose, Grantee has the right to install or construct, equip and maintain, along, over or under present or future highways, roads, alleys, utility easements, and other public places (including, but not limited to, on the Cumberland Avenue bridge that spans the railroad tracks of the Delaware and Hudson Railway Company, Inc., d/b/a CP Rail System and under the public lands adjacent to the Saranac River) such underground gas mains and other apparatus and facilities as are reasonably necessary for furnishing gas service within and through the City.

Section 2. Quality of Service

Grantee shall at all times during the term of the franchise furnish gas service to all persons and organizations, public and private, without undue discrimination and at reasonable rates as determined by the New York State Public Service Commission. Subject to the provision of its filed tariff, Grantee shall make every reasonable effort to furnish an ample and uninterrupted supply of gas to all customers throughout Grantee's entire distribution system and all enlargements and extensions thereof that are economically reasonable for Grantee to construct, consistent with the policies, regulations, orders and directives of the New York State Public Service Commission and not unduly preferential.

Grantee also has the right to purchase, erect, maintain, own, lease and operate machinery, equipment, structures, and other facilities necessary to transport natural and/or artificial gas; and to acquire and store an adequate supply of natural and/or artificial gas; and the right to buy, hold, own or lease any real estate necessary to conduct such activities, subject to the lawful zoning ordinance of the City and provided that Grantee may pursue any legal remedy to seek relief from such zoning ordinance.

Section 3. Construction and Maintenance of Facilities

The location of all gas mains, conduits, pipes and other appurtenances in the roads, highways, alleys or other City-owned public places, shall be subject to the coordination with Grantor or its authorized representative and shall conform to any applicable lawful City highway permit ordinance or local law of the City.

Whenever required by City construction, or relocation of City facilities, roads, highways, alleys or other City-owned places, Grantee shall relocate its facilities, or upon agreement by the City, such agreement not to be withheld unreasonably, take such other necessary actions to enable Grantee's facilities to accommodate such construction or relocation. The costs of relaying such pipes and mains within the public right-of-way shall be borne by the Grantee or its successors or assigns. All work done under this franchise shall be done in such a manner as to not needlessly interfere with or impede the free and proper use of the roads, highways, alleys, and other public ways by the public or obstruct the travel thereof.

The mains and the pipes and other appurtenances to be installed shall be installed, and any related work shall be done, so as to reasonably minimize any damage to the water and sewer pipes of the City or any undue interference with or impedance of the City and its employees in approaching said water and sewer pipes.

During construction, Grantee shall post in conspicuous places a phone number of Grantee for individuals to call if they have any questions concerning the project.

After constructing, relaying, renewing, repairing, or replacing any of the mains, pipes, conduits or other facilities under this franchise, Grantee shall, at its own cost, promptly replace, relay, repair and restore, in as near as reasonably possible to the conditions of the same immediately prior thereto, all roads, sidewalks, alleys, or other public places disturbed or to be done under this franchise, and the Grantee shall, at its own cost, promptly under the given circumstances, relay, replace, or restore any subsequent or latent defects in said roads, sidewalks, alleys or other public places which defect was caused by the construction, repairing or replacement of the work authorized to be done under this franchise.

Grantee shall install gas pipelines and other appurtenances so as to reasonably minimize damage to trees located on City-owned public places. Grantee agrees to replace any trees located on City-owned public places which are removed by Grantee during construction, or die within 3 years after construction as a result of construction. The determination of the trees to be replaced shall be made following a joint review by a designated representative of the Grantor and Grantee. Any replacement trees will be of similar and commonly available species which are compatible to the site and commonly available at local nurseries.

Grantor will promptly notify Grantee in writing if Grantor believes that Grantee's obligations under this section have not been met, detailing Grantor's complaint and the good utility practice necessary to meet such obligations. Grantor and Grantee

shall then negotiate their difference in good faith. If Grantee fails to offer a reasonable solution to resolve Grantor's complaint within twenty working days after commencement of the negotiation and the parties do not agree to submit the remaining dispute to the American Arbitration Association for determination, Grantor may, at its risk, replace, relay or restore, using good utility practice, portions of disturbed by the Grantee and collect reasonable costs and expenses incurred from the Grantee, provided that, if Grantee believes it has been unreasonably charged it may pursue all legal remedies with respect to the charge.

Section 4. Safety and Inspection

At all times after the placing of its conduits, pipes, mains, services and other appliances, Grantee shall be required to examine and keep such facilities in proper condition and repair and do all necessary work properly to maintain the construction thereof. Grantee shall give the City reasonable advance notice, consistent with applicable State law, prior to the placement of such conduits, pipes, mains, services and other appliances.

ARTICLE IV

GENERAL CONDITIONS

Section 1. Regulation

Grantor reserves the right to enforce lawful City regulations concerning the construction, operation, maintenance and placement of facilities located within the City not inconsistent with good utility practice.

Section 2. Indemnity

All of the conduits, pipes, mains, services and other appliances shall be placed, constructed and maintained in a proper and workmanlike manner so that the same shall in no way endanger the public, and Grantee shall at all times indemnify and save harmless Grantor, its councils, officials (whether elected or appointed), agents, employees and authorized contractors employed by City from and against any and all actions, suits, damages, costs, charges and expenses by reason of any act or omission by Grantee, provided that Grantee is not obligated to indemnify or save harmless any indemnitee in connection with any negligence or malfeasance on the part of the indemnitee. This section shall be construed strictly in accordance with the laws of the State of New York in effect as of the date of the occurrence of the negligent act or malfeasance.

Section 3. Rates and Rate Modification

Rates shall be designed for service to Grantor's gas area including the City, which shall be subject to the review and approval by the New York State Public Service Commission. Notice of any proposed modification of rates shall be provided to the Grantor.

Section 4. Original Service Territory and Additions

The original service territory to be served by the Grantee shall be in accordance with Grantee's map attached hereto as Schedule A, provided that Grantee obtains all permits and approvals from all regulatory bodies having jurisdiction over the project so that Grantee can serve the City of Plattsburgh and that Grantee obtains all easements, permits, authorizations and agreements necessary to construct, operate and maintain its upstream and other facilities. Grantee shall install pipe along Saily Avenue and Durkee Street during the time these streets are being reconstructed by Grantor, which is presently scheduled for 1996, provided the Public Service Commission ("PSC") has provided Grantee with permission to install said pipe. In the event Grantee is unable to obtain permission from the PSC to install pipe along Saily Avenue and Durkee Street during the time these streets are being reconstructed by Grantor, then Grantee shall install pipe along Margaret Street when it is reconstructed by Grantor, which is contemplated to be in 1997. Grantee shall exercise due diligence to construct the facilities necessary to provide gas service to

customers within said original service territory within three years from the date of Public Service Commission approval of this franchise. However, if pipe is not installed along Saily Avenue and Durkee Street when these streets are reconstructed, then City Hall Place and Durkee Street will not be served by Grantee until such time as Margaret Street is reconstructed from Riley Avenue to Bridge Street and Durkee Street will not be served by Grantee until it is economically feasible. Grantee shall serve all customers located within 100 feet of its gas mains that request service from Grantee. Grantee shall submit this franchise for such Public Service Commission approval within a reasonable time after its acceptance and Grantee shall actively seek its prompt approval by the Public Service Commission. If, due to circumstances unforeseen at the time of this Resolution or beyond Grantee's control, Grantee shall be unable to comply with this construction schedule, Grantee shall so inform Grantor and request an extension or extensions of time in which to complete construction, approvals of which shall not unreasonably be withheld.

On an annual basis, Grantee shall advise Grantor of the progress of the construction, and shall upon request meet with Grantor to discuss the current status of, and future plans for, continued construction of the distribution system.

Section 5. Expansion of Grantee's Facilities

Any facilities in the roads, highways, alleys, and public places incidental to the gas system that have been or are at any future time acquired, leased or utilized in any manner by Grantee are hereupon deemed to be authorized by and shall be subject to all the provisions of the franchise.

Performance of any other obligation undertaken hereunder shall not be excused by the fact the Grantee may presently, or in the future purchase, lease, or utilize under any arrangement whatsoever as all or any part of its gas equipment or facilities or services incidental to the franchise service furnished by any public utility or other person or entity, whether pursuant to tariffs or any other arrangement. The duty of performance of any and all of the obligations undertaken hereunder shall apply to all such gas equipment, facilities and services so purchased, leased or utilized, whether such equipment, facilities or services constitute all or any of the franchise system operated within the corporate limits of Grantor by, for, or on behalf of Grantee.

ARTICLE V

RECORDKEEPING

Grantee shall at all times keep and maintain a full, true and correct account of all the operations and facilities owned by Grantee within the City and operated pursuant to this franchise in accordance with the regulations of the New York State Public Service Commission. The Grantee shall make available to the Grantor, upon due notice, such records in such detail as is required by applicable State Laws.

ARTICLE VI

ASSIGNMENT OF FRANCHISE

Grantee shall not have the right to assign the franchise or otherwise transfer it in any manner whatsoever, or sell, lease, license or permit others to use or transfer in any manner whatsoever any interest in the franchise or all (but not part) of Grantee's gas facilities in the City, except on prior written approval by a resolution of the City's Common Council, which approval shall not be unreasonably withheld. This provision is not intended to apply to any corporate financings or reorganization, including merger or consolidation, of Grantee.

ARTICLE VII

RIGHT OF FIRST REFUSAL

If Grantee desires to sell the assets that constitute its gas system within the City ("System"), Grantee shall first offer to sell the System to Grantor for the same consideration that Grantee has agreed to sell the System to a third party. If Grantee has agreed to sell the System to a third party, it shall provide Grantor written notice of the amount of consideration and details of the proposed sale by certified mail and Grantor shall have one hundred twenty (120) days to agree to purchase the System for the same consideration, which notice must be given to Grantee by certified mail.

ARTICLE VIII

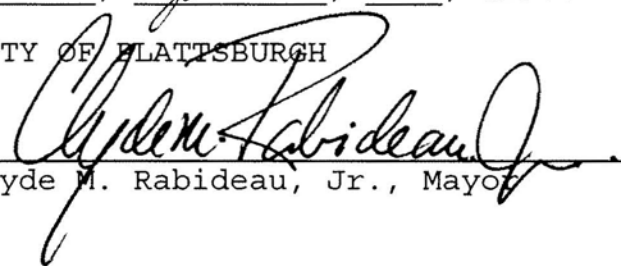
EFFECT OF INVALIDITY

This nonexclusive franchise is granted pursuant to the laws of the State of New York relating to the granting of such rights and privileges by a municipal corporation. If any article, section, sentence, clause or phrase of this resolution is for any reason held preempted, unlawful or unenforceable, such invalidity shall not effect the validity of the resolution or of any of the remaining portions, and such invalidity shall not abate, reduce or otherwise affect any other right granted to or obligation required of Grantee or Grantor.

Passed and approved on April 18, 1996.

CITY OF PLATTSBURGH

By:

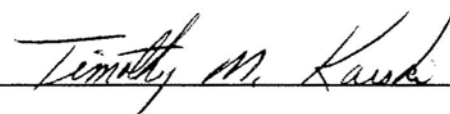

Clyde M. Rabideau, Jr., Mayor

Accepted:

NEW YORK STATE ELECTRIC & GAS CORPORATION

Date: April 18, 1996

By:



STATE OF NEW YORK)
) ss:
COUNTY OF CLINTON)

On the 18th day of April, 1996, before me personally came Clyde M. Rabideau, Jr., to me know, who being by me duly sworn, did depose and say that he is the Mayor of the City of Plattsburgh, that he executed the foregoing instrument, that he knows the seal of the City of Plattsburgh, that the seal affixed to this instrument is such seal; that it was affixed by order of a resolution passed by the City of Plattsburgh, and that he signed his name by like order.

JOHN E. CLUTE
Notary Public in the State of New York
No. 4676593
Residing in The County of Clinton
My Commission Expires February 28 1997

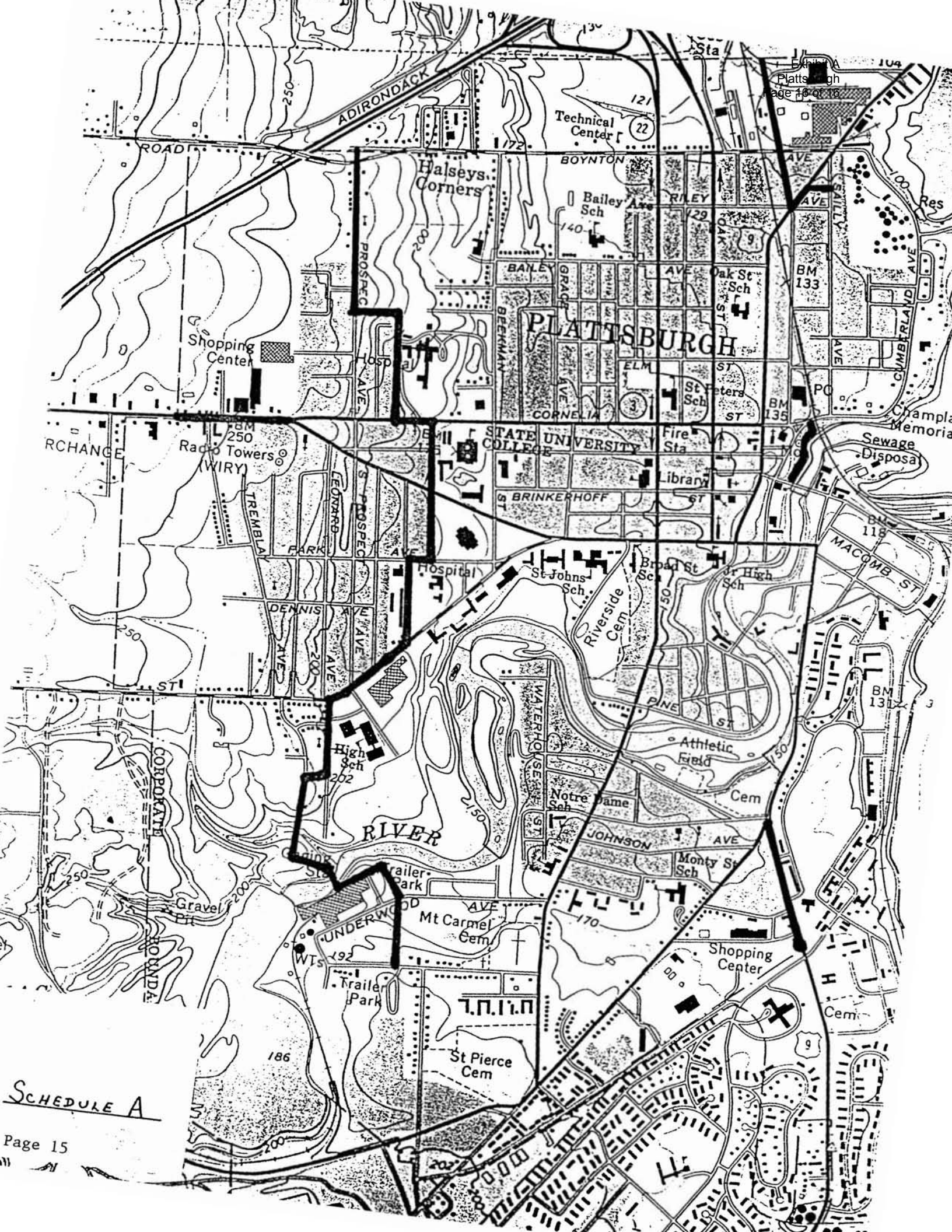
John E. Clute
Notary Public

STATE OF NEW YORK)
) ss:
COUNTY OF Clinton)

On this 18th day of April, 1996 before me came Timothy Kersik to me personally known, who, being by me duly sworn, did depose and say that he/she resides at Ithaca,
New York and that he/she is the
Key Accounts Manager of New York State Electric & Gas Corporation, the corporation described in and who executed the within Instrument, and that he signed his name thereto by like order of the Board of Directors of said corporation.

[Signature]
Notary Public

DENNIS D. CURTIN
Notary Public, State of New York
No. 4900296
Qualified in Clinton County
Commission Expires June 22, 1997



SCHEDULE A