

Niagara Mohawk Power Corporation
d/b/a National Grid

PROCEEDING ON MOTION OF
THE COMMISSION AS TO THE
RATES, CHARGES, RULES AND
REGULATIONS OF NIAGARA
MOHAWK POWER CORPORATION
FOR ELECTRIC AND GAS
SERVICE

Testimony and Exhibits of:

Charles F. Willard

Book 32

April 2012

Submitted to:
New York State Public Service Commission
Case 12-E-_____
Case 12-G-_____

Submitted by:
Niagara Mohawk Power Corporation

Testimony of
Charles F. Willard

Before the Public Service Commission

NIAGARA MOHAWK POWER CORPORATION d/b/a NATIONAL GRID

Direct Testimony

Of

Charles F. Willard

Testimony of Charles F. Willard

1 **Q. Please state your name and business address.**

2 A. My name is Charles F. Willard. My business address is 300 Erie
3 Boulevard West, Syracuse, New York 13202.

4
5 **Q. By whom are you employed and in what capacity?**

6 A. I am employed by National Grid USA Service Company, Inc., a subsidiary
7 of National Grid USA, as the US Site Investigation and Remediation
8 (“SIR”) Director.

9
10 **Q. What is your professional and educational background?**

11 A. I am a graduate of the State University of New York Geneseo with a
12 Bachelor of Arts Degree in Geology. In addition, I hold a Masters Degree
13 in Engineering Geology with a Concentration in Environmental
14 Engineering from Drexel University and a Masters in Business
15 Administration from LeMoyne University.

16
17 I have been with Niagara Mohawk Power Corporation d/b/a National Grid
18 (“Niagara Mohawk” or “Company”) since 1996. Prior to my appointment
19 as US SIR Director in 2004, I held the positions of Lead Environmental
20 Engineer and then Manager of New York SIR. Before joining the
21 Company, I held various management level positions in the field of

Testimony of Charles F. Willard

1 environmental engineering and worked on projects such as environmental
2 investigations, feasibility studies, remedial designs and construction at
3 large Superfund, Resource Conservation and Recovery Act and New York
4 Superfund sites.

5
6 **Q. What is the purpose of your testimony?**

7 A. The purpose of my testimony is to provide information to the New York
8 State Public Service Commission (“Commission”) regarding
9 manufactured gas plant (“MGP”) SIR activities and the associated
10 expenses incurred by Niagara Mohawk. Specifically, I will discuss: (1)
11 Niagara Mohawk’s SIR program and cost control procedures; (2) the
12 Company’s progress at its MGP remediation sites; (3) SIR costs for the 12
13 months ended December 31, 2011 (“Historic Test Year”); (4) the
14 Company’s projected SIR costs for the twelve months ending March 31,
15 2014 (“Rate Year”), including the Company’s request to increase its
16 annual SIR rate allowance to a combined \$42 million for gas and electric,
17 \$7 million above what is currently allowed in rates; (4) the Company’s
18 projected SIR costs for the 12 months ending March 31, 2015 (“Data Year
19 1”) and March 31, 2016 (“Data Year 2” and, collectively, “Data Years”);
20 and (5) why a sharing mechanism for SIR costs is not warranted in this
21 case.

Testimony of Charles F. Willard

1 **Q. Do you sponsor any exhibits as part of your testimony?**

2 A. Yes. Attached to my testimony are the following exhibits, which were
3 prepared under my direction and supervision:

4 Exhibit __ (CFW-1), which is a report that provides additional
5 detail on work progress at the Company's SIR sites;

6
7 Exhibit __ (CFW-2), which is an example of a New York
8 Department of Environmental Conservation ("DEC") Order on
9 Consent;

10
11 Exhibit __ (CFW-3), which is a copy of the DEC 2012 work
12 schedule;

13
14 Exhibit __ (CFW-4), which provides examples of changes to DEC
15 remedy decisions following discussions with the Company;

16
17 Exhibit __ (CFW-5), which provides the Company's past and
18 projected SIR program spend on an annual basis;

19
20 Exhibit __ (CFW-6), which provides detail around 2011
21 construction delays; and,

22
23 Exhibit _ (CFW-7), which provides detail around the Company's
24 projected spend in the Rate Year and two Data Years.
25

26 **Q. Please provide a brief overview of the Company's SIR program.**

27 A. Niagara Mohawk's SIR program includes activities in connection with the
28 management and remediation of environmentally contaminated sites. In
29 total, Niagara Mohawk has responsibility for 191 sites, with 125 sites
30 closed thus far. The open sites include 44 active former MGP sites, 9
31 active Company operating sites that have become environmentally

Testimony of Charles F. Willard

1 contaminated, and 13 sites owned by third parties where the Company
2 shares some level of responsibility or potentially responsible party
3 exposure relating to alleged liabilities under Federal or State Superfund
4 laws or other laws or regulations relating to the control of hazardous waste
5 or substances. Of the 44 active MGP sites, 7 have been remediated but
6 are subject to future monitoring and 10 have been partially remediated.

7
8 The Company's SIR activities are governed by various environmental
9 statutes, regulations, DEC Orders on Consent and a US Environmental
10 Protection Agency Administrative Order. The Company's site
11 investigation scope, work plans, clean up, and field work decisions are
12 reviewed and approved or expanded by the DEC. The individual MGP
13 site investigation and remediation schedules are also controlled by the
14 DEC through its Orders on Consent. The location, a brief description and
15 current status of the MGP sites, along with when a DEC remedy decision
16 was provided or is anticipated, is provided in Exhibit __ (CFW-1).

17
18 As an example of their scope and prescriptive nature, an Order on Consent
19 for 21 MGP sites is provided in Exhibit __ (CFW-2). The DEC's Orders
20 on Consent include both milestone completion deadlines for SIR work
21 activities and specific planning dates. For example, Page 3 (II(B)1.(a)i.)

Testimony of Charles F. Willard

1 provides a milestone completion deadline: "Field work shall commence no
2 later than forty-five (45) days after the date any workplan is approved."

3 Given the dynamic nature of the annual schedule and the stated factors
4 outside the Company's control, as noted on page 23 of Exhibit __ (CFW-
5 2), DEC only approves activities for the upcoming year. As a result, the
6 amount of spending in a given year is highly dependent upon DEC and
7 other third parties. The DEC-approved schedule for the twelve months
8 ended March 31, 2012, twelve months ending March 31, 2013, and the
9 Rate Year is provided in Exhibit __ (CFW-3). The schedule includes all
10 of the Company's MGP sites subject to DEC Orders on Consent.

11

12 **Q. What types of costs are incurred by the Company under the SIR**
13 **program?**

14 A. Costs under the SIR program include associated consultant and contractor
15 costs, remediation activities aimed at reducing the volume, toxicity or
16 mobility of pre-existing contamination, and incremental external costs,
17 including insurance and legal costs, incurred to seek recovery from third
18 parties or otherwise to mitigate the Company's costs or liabilities
19 associated with the SIR program. Niagara Mohawk's labor is not included
20 in SIR program costs, as it is recovered in base rates. Although the
21 Company has very limited control over the scope and timing of its SIR

Testimony of Charles F. Willard

1 activities, it does manage costs in the areas it can control, such as its
2 contracting procedures, and does challenge the DEC when a more cost
3 effective, yet equally protective remedy is available.

4
5 **Q. Please discuss the control procedures that the Company has in place**
6 **for the selection of, and contracting with, vendors.**

7 A. Niagara Mohawk manages all consultant work in accordance with
8 National Grid policies and accepted industry practice. Contractor work
9 relating to environmental response activities are subject to a project-
10 specific competitive bid selection process, with the exception of a limited
11 number of Blanket Purchase Orders (“BPOs”). BPOs are established
12 through competitive bids and are utilized for smaller construction projects
13 and routine site support work and laboratory analyses at select sites.
14 During the project-specific competitive bid process, a request for
15 proposals (“RFP”) is issued to usually three or more qualified vendors.
16 Final vendor selection is based on specific criteria such as cost, technical
17 merit and personnel qualifications.

18
19 Exceptions to these standard procedures are made in situations where it is
20 necessary to maintain vendor consistency through multi-phased
21 assessment/remediation projects or to implement immediate or short-term

Testimony of Charles F. Willard

1 response to imminent hazards when there is not time for a competitive bid
2 process. For work not competitively bid or performed under a BPO, the
3 reasons for not competitively bidding the work are clearly documented. In
4 these situations, whenever possible, the Company does not reveal to the
5 contractor that it is preparing the only proposal for the work.

6
7 When the size of a non-competitively bid project warrants, the Company
8 may obtain an independent analysis of the proposal. Any inconsistencies
9 between the proposal and the independent analysis are then addressed with
10 the proposal vendor. If acceptable justification for these inconsistencies
11 cannot be documented, Niagara Mohawk will evaluate a competitive bid
12 process for the work if time permits or evaluate other alternatives.

13
14 To ensure appropriate disposal of materials from all MGP sites, the
15 Company only uses facilities approved by the Company Vendor Advisory
16 Group, a cross-functional group comprised of National Grid employees
17 from the SIR, Environmental Compliance, Legal and Procurement
18 Departments, through a pre-qualification and auditing process.

19
20 Finally, since August 2009, the Company has entered Master Services
21 Agreements for routine consulting work with five consulting firms

Testimony of Charles F. Willard

1 following a lengthy competitive sourcing effort. Consultants were initially
2 evaluated based on their qualifications and we requested the consultants
3 best qualified to perform the work to submit competitive rates. We then
4 negotiated Master Services Agreements with the five consulting firms that
5 offered the best value for the services we need.
6

7 **Q. Please elaborate on the Company's project-specific RFPs in the**
8 **competitive bid process.**

9 A. The RFP typically has specific terms, conditions and requirements,
10 including the requirement for a narrative description of each task to be
11 completed, such as the installation of a number of sampling wells or the
12 production of reports or maps. The narrative description must include the
13 expected duration of each task, as well as its cost.
14

15 As an attachment to its bid, the vendor must submit a spreadsheet that
16 breaks down labor hours, subcontractor costs and other direct costs for
17 each task. For lengthy projects, the project manager and the vendor
18 establish a project schedule or other progress tracking process for project
19 activities.
20

Testimony of Charles F. Willard

1 **Q. For completed work, is there a process in place to ensure that the bid**
2 **prices and invoiced costs are consistent?**

3 A. Yes. Vendors must prepare detailed, monthly invoices that include the
4 following information:

- 5 • A project description that relates to applicable regulatory
6 requirements and identifies the purchase order number and work
7 authorization number.
- 8 • The budget for each task, the amount invoiced for each task on the
9 current invoice and to date, and the amount remaining in the
10 purchase order or work authorization for completion of the task.
- 11 • As backup to the invoice, the vendor must include a detailed
12 breakdown of costs for each task. Required details include labor
13 charges broken down by employee name, labor category, billable
14 rate, current and cumulative hours worked on the task, current and
15 cumulative dollars billed and a breakdown of other direct charges.
- 16 • For lengthy projects, the vendor must submit a monthly progress
17 report that identifies, by task, the activities completed this period,
18 activities planned next period, the task budget, and the amount
19 expended during the current billing period and to date. The vendor
20 must also estimate the percent completion of each task.
- 21 •
- 22 •
- 23 •
- 24 •

25 Invoices are reviewed by comparing the summary and detailed invoices to
26 the original bid spreadsheet to determine if the vendor's level of effort and
27 charges correspond to the bid estimate. Special attention is directed to
28 those tasks where the level of effort and/or the cost exceeds the estimate.
29 Where expanded scopes of work or higher costs are justified, the
30 spreadsheet is updated and the purchase orders are revised accordingly.

Testimony of Charles F. Willard

1 **Q. Are there any additional cost containment initiatives that you would**
2 **like to discuss?**

3 A. Yes, it is important to note that Niagara Mohawk manages its SIR
4 program to eliminate risk to human health and the environment in a cost
5 effective manner, and works closely with the environmental regulatory
6 agencies to accomplish this. Examples of instances where the Company
7 was successful in developing and receiving approval for more cost
8 effective alternatives than the DEC's initial remedy decisions are provided
9 in Exhibit __ (CFW-4). Furthermore, though unsuccessful, Niagara
10 Mohawk has formally challenged the DEC remedy decision for its Harbor
11 Point site, its largest MGP site, in an Article 78 petition, when it felt
12 strongly that the DEC's clean-up criteria was too conservative. Niagara
13 Mohawk also aggressively pursues potentially responsible third parties
14 and insurance carriers to reduce the overall cost. Niagara Mohawk has
15 already settled with many of the potentially responsible third parties and
16 completed all of its insurance carrier settlements in the 1990's. In short,
17 cost management and containment are integral to the Company's SIR
18 program.

19

20 **Q. What have the Company's historic SIR costs been?**

Testimony of Charles F. Willard

1 A. As illustrated in Exhibit __ (CFW-5), Niagara Mohawk's spending
2 transitioned from relatively consistent annual spending to increasingly
3 variable spending starting in 2002 after investigations were complete and
4 remediation decisions were issued by DEC. This was primarily because
5 following the issuance of the remedial decision the remedy design begins,
6 and then the next phase, remediation construction, is when the highest
7 spending occurs. The length of the design and construction has varied
8 depending on the size and complexity of the site, and the time lags
9 encountered in completing pre-design investigations, obtaining regulatory
10 approval and permits and gaining access to third party property caused
11 construction spending to be somewhat erratic since 2002.

12
13 **Q. What SIR allowance does the Company currently recover in base**
14 **rates?**

15 A. In the Company's last electric rate case in Case 10-E-0050 ("2010 Electric
16 Rate Order"), the Commission approved recovery of \$29.75 million in SIR
17 expenses in electric base rates. This was based on an annual projected
18 total SIR spend of \$35 million, with 85 percent allocated to electric. The
19 2010 Electric Rate Order also subjected the Company to an 80/20 sharing
20 mechanism for any costs in excess of the annual base rate allowance,

Testimony of Charles F. Willard

1 requiring that shareholders bear 20 percent of any overspend, a departure
2 from the status quo of permitting 100 percent deferral of SIR costs.

3
4 In Niagara Mohawk's last gas rate case in Case 08-G-0609, the
5 Commission adopted a joint proposal ("Gas JP") that provided for
6 recovery of annual gas SIR expense of \$4.5 million. This amount was
7 based on a total gas and electric SIR expense of \$30 million per year, with
8 15% allocated to gas.

9
10 **Q. What was the Company's SIR spend in the Historic Test Year?**

11 A. Although the DEC schedule called for spending of approximately \$44
12 million to complete all work identified in the Historic Test Year, actual
13 spending was approximately \$19 million. The Historic Test Year spend
14 was \$15.25 million lower than the gas and electric rate allowance of
15 \$34.25 as a result of several factors that delayed scheduled construction
16 projects. Exhibit __ (CFW-6) provides a description of the larger sites
17 where scheduled spending associated with remedial construction projects
18 was less than the DEC schedule. The estimated spend for the six sites on
19 the DEC schedule that are identified in Exhibit __ (CFW-6) totaled \$29
20 million in the Historic Test Year. However, only \$9.83 million was spent
21 as a result of the identified delays. The Company spent \$10 million on 59

Testimony of Charles F. Willard

1 of the remaining sites in connection with construction, investigations,
2 feasibility and design studies and monitoring and maintenance of
3 completed sites.
4

5 **Q. What is the Company's forecast of SIR spend for the Rate Year?**

6 A. The Company forecasts total SIR spend to be \$42 million in the Rate
7 Year, with 85% allocated to electric and 15% to gas. The Company,
8 therefore, proposes to increase recovery in electric and gas base rates from
9 the current levels of \$29.75 million and \$4.5 million, respectively, to
10 \$35.70 million and \$6.30 million, respectively.
11

12 **Q. What is driving the increase in SIR costs?**

13 A. The DEC schedule for construction on Niagara Mohawk MGP sites is
14 expected to increase significantly in the Rate Year. Exhibit __ (CFW-3)
15 provides the DEC schedule for Niagara Mohawk's MGP sites for fiscal
16 years 2012, 2013 and the Rate Year. It shows that remedial projects are
17 scheduled to increase from six projects in fiscal year 2012 to 17 projects in
18 the Rate Year.
19

20 In fiscal year 2012, the costs associated with the six remedial projects and
21 other SIR work totaled approximately \$13 million. In fiscal year 2013, 14

Testimony of Charles F. Willard

1 remedial projects are scheduled and costs would total approximately \$51
2 million if the projects and other SIR work are completed as planned. In
3 the Rate Year, 17 remedial projects are scheduled and costs would exceed
4 \$100 million if those projects and other SIR work are completed as
5 planned.

6
7 Each year, however, certain projects are delayed for various reasons
8 beyond the Company's control. For example, the Company does not
9 anticipate fiscal year 2013 spend to exceed \$35 million, despite a schedule
10 requiring \$51 million in spending if the DEC projects were completed as
11 planned. Therefore, despite the DEC schedule, the Company is
12 forecasting SIR costs in the Rate Year significantly below the level
13 required to complete the DEC schedule. As illustrated in Exhibit__(CFW-
14 5), the spending to comply with the DEC schedule (illustrated as
15 "schedule spend") totals over \$100 million in the Rate Year, over \$70
16 million in Data Year 1 and drops to under \$20 million in Data Year 2.

17 The Company's forecast of SIR costs (illustrated as "estimated spend") in
18 the Rate Year and Data Year 1 is significantly lower than the DEC
19 schedule requires. The Company carefully considered the DEC schedule,
20 past spending (illustrated as "annual spend" in the exhibit), and knowledge
21 gained from project managers regarding potential delays to arrive at its

Testimony of Charles F. Willard

1 Rate Year forecast of SIR costs. Based on these considerations, as set
2 forth in Exhibit _ (CFW-7), the Company is estimating a Rate Year spend
3 of \$42 million, which is approximately 60 percent less than what would be
4 required to complete the DEC schedule for that year and assumes no
5 carryover spend from prior years. The Company evaluated the DEC
6 schedule and estimates that approximately \$26 million will be required to
7 complete the work in the DEC schedule that will move forward in the Rate
8 Year. In addition, the Company estimates approximately \$16 million in
9 costs will be required for work delayed from previous years.

10
11 The DEC schedule is not yet available for the Data Years. As such, the
12 Company relied on experience, spending trends, and the current schedule
13 to determine the schedule spend that is likely to be delayed. In Data Year
14 1, the Company anticipates spending nearly \$42 million on projects
15 originally scheduled before and during the Rate Year. The Company
16 estimates that SIR costs incurred in Data Year 2 could be predominantly,
17 if not entirely, associated with delayed work from prior years. The
18 Company estimates that delays year on year will increase the Company's
19 SIR costs beyond the DEC schedule spend reflected in Exhibit __ (CFW-
20 7). As such, the Company forecasts that SIR costs will remain constant
21 for the Rate Year and Data Years.

Testimony of Charles F. Willard

1 The Company's forecast of \$42 million of SIR costs in the Rate Year is
2 also consistent with the Company's spending in previous years with
3 similar construction activity. Specifically, in fiscal year 2010, the
4 Company spent \$38 million with a comparable construction schedule.
5 The Company's Rate Year forecast, adjusted for inflation, is consistent
6 with the fiscal year 2010 spend.
7

8 **Q. Does the Company propose to continue the SIR deferral mechanism**
9 **currently in place for its electric business?**

10 A. No. The Company proposes to retain the methodology from its most
11 recent gas case, which is consistent with the Company's prior electric
12 orders, whereby the Company will compare its net actual SIR costs with
13 the amount collected in rates and will reflect the difference, positive or
14 negative, in a deferral account for both its electric and gas segments, as
15 discussed in the testimony of the Revenue Requirements Panel. The
16 continuation of the current sharing approach from the 2010 Electric Rate
17 Order, an approach that was not supported by anyone in the Commission's
18 generic SIR investigation in Case 11-M-0034, including Administrative
19 Law Judge ("ALJ") Stein, would be inequitable given the nature of DEC's
20 oversight and control over SIR costs.
21

Testimony of Charles F. Willard

1 An important and virtually undisputed fact across the industry is that SIR
2 costs are often uncertain and difficult to estimate. As ALJ Stein concluded
3 in support of her recommendation against a sharing methodology in Case
4 11-M-0034, “[a] variation from estimates by 20 to 40% is common and
5 variation by 100% is not unknown.... In this framework of uncertainty,
6 MGP remediation poses special challenges for reliable forecasting.” In
7 other words, the current sharing mechanism simply subjects the Company
8 to a risk of denial of prudently incurred costs by holding it to a projected
9 spending limit that is widely accepted as difficult to estimate and where
10 the level and timing of spending is largely outside of the Company’s
11 control.

12
13 In addition, and as noted previously, the proposed SIR base rate allowance
14 is based on the Company’s informed estimate of its spending to
15 investigate and remediate MGP sites in the Rate Year. However, to the
16 extent the timing or magnitude of spending differs from this estimate, the
17 difference will be driven by factors beyond Niagara Mohawk’s control,
18 including the oversight of a regulatory agency with jurisdiction over SIR
19 activities. Inasmuch as the Company has very limited control over the
20 scope or schedule of work that drives the spending, it is inappropriate to
21 place Niagara Mohawk at risk based on how it performs against a forecast

Testimony of Charles F. Willard

1 rate allowance. It is particularly inequitable to subject Niagara Mohawk to
2 this risk in light of its ongoing efforts to manage and contain the SIR costs
3 that it can control and to challenge DEC remedies when it believes there is
4 a more cost effective, yet equally protective remedy available.

5
6 Finally, but importantly, the current sharing mechanism for the
7 Company's electric business runs counter to the sound public policy
8 objective of promoting cooperation between the Company, the
9 environmental agencies and the cities and towns impacted by the clean up
10 of SIR sites. Contrary to the current mechanism, the Company's proposed
11 cost recovery methodology, and the status quo in the remainder of the
12 state, provides important flexibility for the Company in working with the
13 DEC in proposing schedules and planning remediation activities. This
14 cooperation is critical to a cost effective remediation process. Such
15 flexibility can include, for example, the ability to reprioritize a particular
16 project when cost sharing opportunities such as third party development
17 projects present themselves or to address the needs of development
18 projects in particular municipalities. For all of these reasons, the
19 continuation of the sharing mechanism from the 2010 Electric Rate Order
20 would not be sound public policy.

21

Testimony of Charles F. Willard

1 **Q.** Does this conclude your testimony?

2 **A.** Yes.

Exhibits of
Charles F. Willard

Testimony of Charles F. Willard

Index of Exhibits

- Exhibit __ (CFW-1) Report on Work Progress at SIR Sites
- Exhibit __ (CFW-2) Example of a New York Department of Environmental Conservation Order on Consent
- Exhibit __ (CFW-3) Department of Environmental Conservation 2012 Work Schedule
- Exhibit __ (CFW-4) Examples of Changes to Department of Environmental Conservation Remedy Decisions Following Discussions with the Company
- Exhibit __ (CFW-5) Past and Projected Annual SIR Program Spend
- Exhibit __ (CFW-6) Information on 2011 Construction Delays
- Exhibit __ (CFW-7) Projected Spend in the Rate Year and Two Data Years

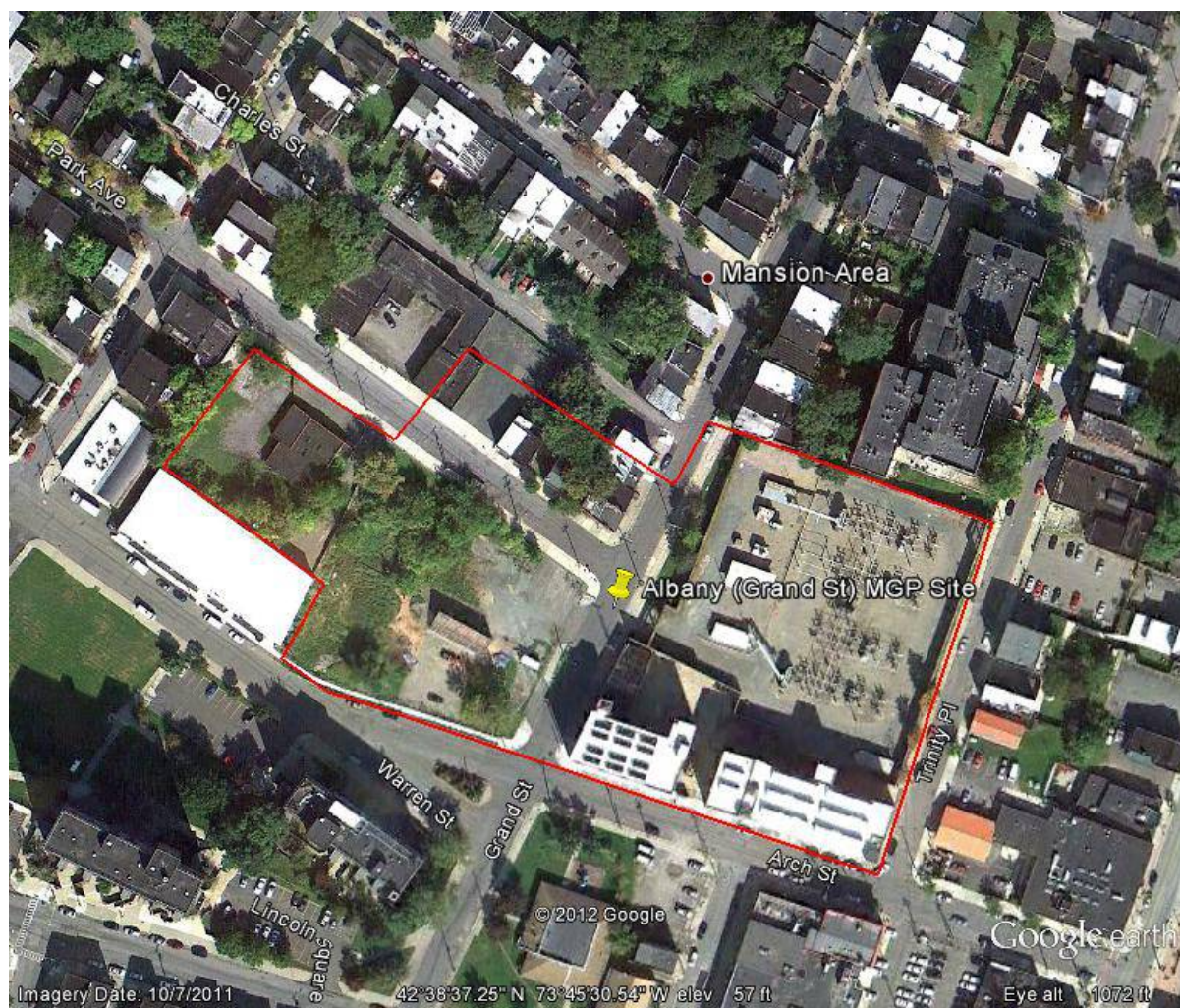
Testimony of Charles F. Willard

Exhibit __ (CFW-1)

Report on Work Progress at SIR Sites

National Grid
Legacy Niagara Mohawk Power Corporation
Site Investigation & Remediation – Manufactured Gas Plant Sites

Albany (Grand Street) Non-Owned MGP
Location: Arch & Grand Streets, Albany, NY
Current Status: closed (pending letter from NYSDEC), site management
Description: The site is located in a commercial/residential area. The site is approximately 4 acres with a portion owned by the Company and used as an electric substation. The remainder of the site is not owned by the Company. The site was closed after the investigation without requiring remediation.
Remedy decision received/expected: 2011 (awaiting NYSDEC closure letter)



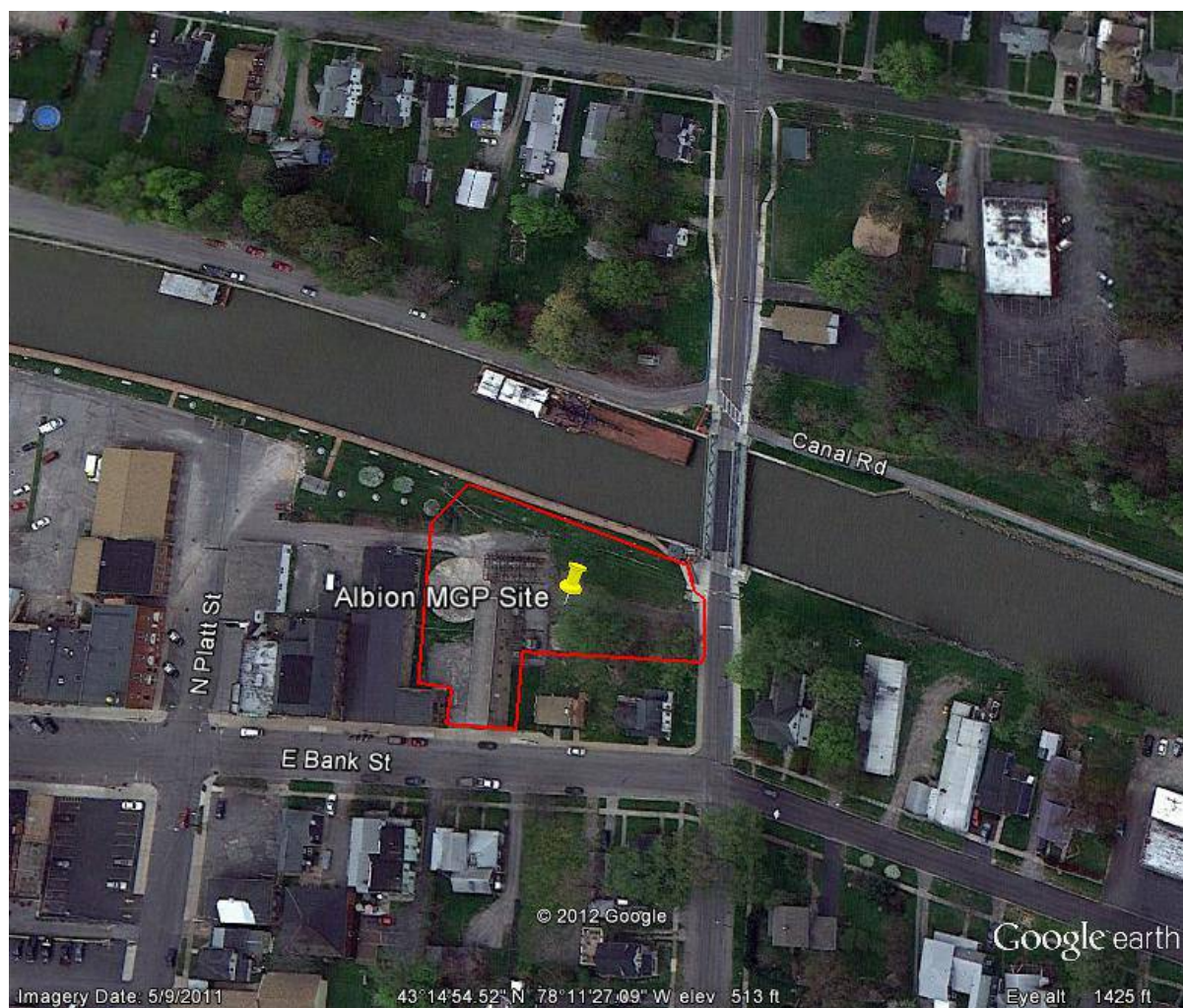
National Grid
Legacy Niagara Mohawk Power Corporation
Site Investigation & Remediation – Manufactured Gas Plant Sites

Altamont Non-Owned MGP
Location: Fairview & Lark Ave
Current Status: Closed, no further action
Description: Alternate (acetylene) gas plant closed prior to site investigation.



National Grid
Legacy Niagara Mohawk Power Corporation
Site Investigation & Remediation – Manufactured Gas Plant Sites

Albion MGP
Location: Ingersoll and East Bank Streets, Albion, NY
Current Status: remediation complete following topsoil and seeding in Spring 2012, site management, long-term monitoring
Description: The site is located in a mixed use area (commercial/industrial/residential). The site is situated on two adjoining parcels, the western parcel (approximately 0.3 acres) which is owned by the Company and houses a substation (no further action required on this parcel) and the eastern parcel (approximately 0.2 acres) which is owned by New York State Electric & Gas Corporation (NYSEG) and is the subject of the remedial efforts. The MGP allegedly was owned and operated for a portion of its operating history by predecessors to NMPC.
Remedy decision received/expected: 2010



National Grid
Legacy Niagara Mohawk Power Corporation
Site Investigation & Remediation – Manufactured Gas Plant Sites

Amsterdam (Front Street) MGP
Location: Front Street, Amsterdam, NY
OU – 1 – Upland Site
Current Status: site management, operation and maintenance.
Description: The site is located in an industrial area. The site is approximately 2.75 acres and is not owned by the Company but is owned by the City of Amsterdam and NYS DOT. The site is currently a park.
Remedy decision received/expected: 2005
OU – 2 – Mohawk River Site
Current Status: The river bank and sediments is in the feasibility study phase.
Description: The site includes the river sediments adjacent to and downriver from the upland site.
Remedy decision received/expected: 2013



National Grid
Legacy Niagara Mohawk Power Corporation
Site Investigation & Remediation – Manufactured Gas Plant Sites

Attica Non-Owned MGP
Location: Pearl & Windsor Streets, Attica, NY
Current Status: closed, no further action
Description: The site is located in a residential/industrial area. The site is approximately 1.5 acres and is not owned by the Company and has a lumber company on it. The site was closed after the investigation without requiring remediation.



National Grid
Legacy Niagara Mohawk Power Corporation
Site Investigation & Remediation – Manufactured Gas Plant Sites

Ballston Spa Non-Owned MGP
Location: Milton Avenue, Ballston Spa, NY
Current Status: remedial investigation
Description: The site is located in a commercial area. The site is approximately 0.17 acres and is not owned by the Company.
Remedy decision received/expected: 2013



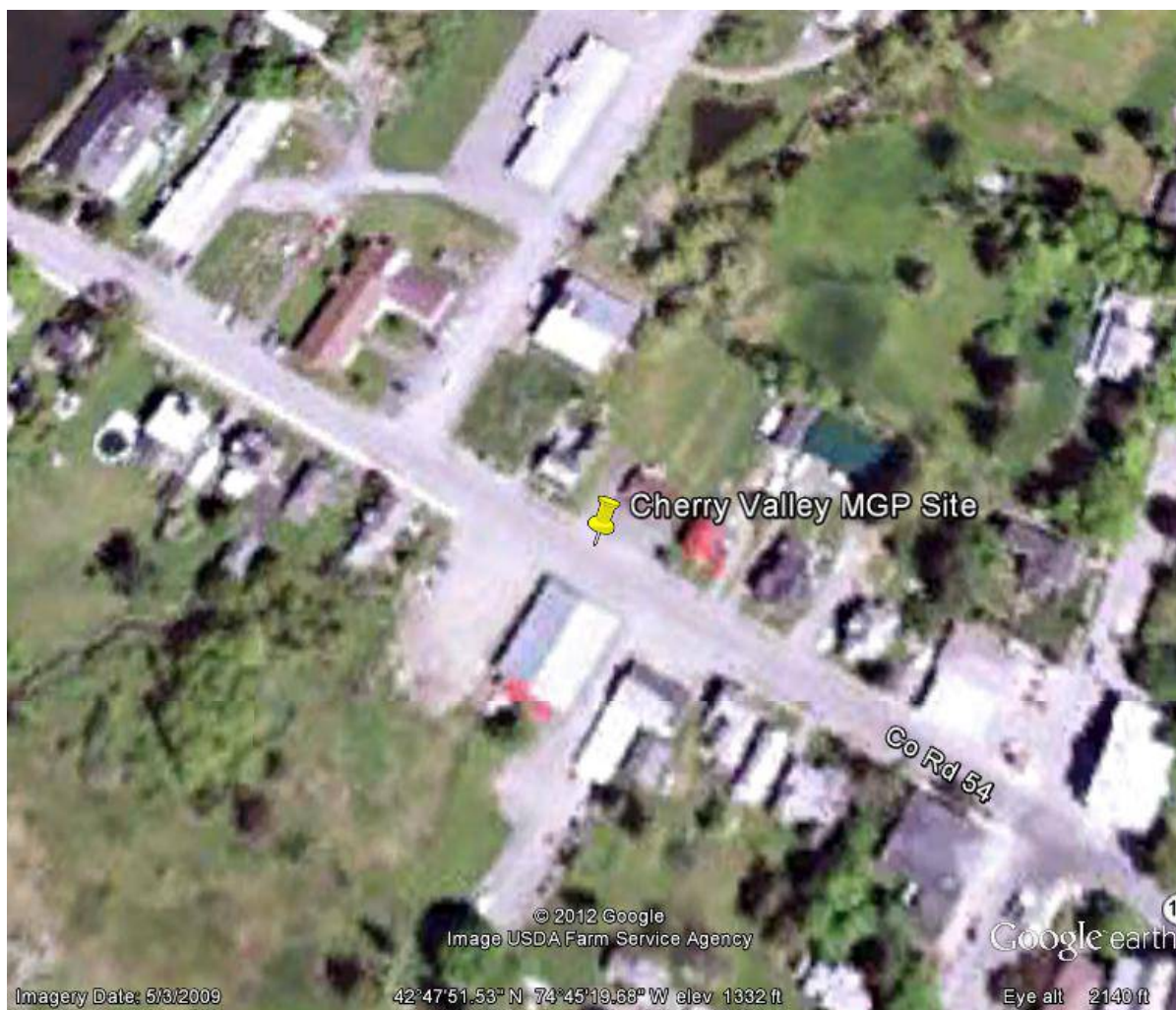
National Grid
Legacy Niagara Mohawk Power Corporation
Site Investigation & Remediation – Manufactured Gas Plant Sites

Canastota Non-Owned MGP
Location: 420 Canal Street, Canastota, NY
Current Status: remedial investigation
Description: The site is located in a commercial/light industrial/residential area. The site is approximately 6.8 acres and is not owned by the Company and is used as the Village DPW facility.
Remedy decision received/expected: 2014



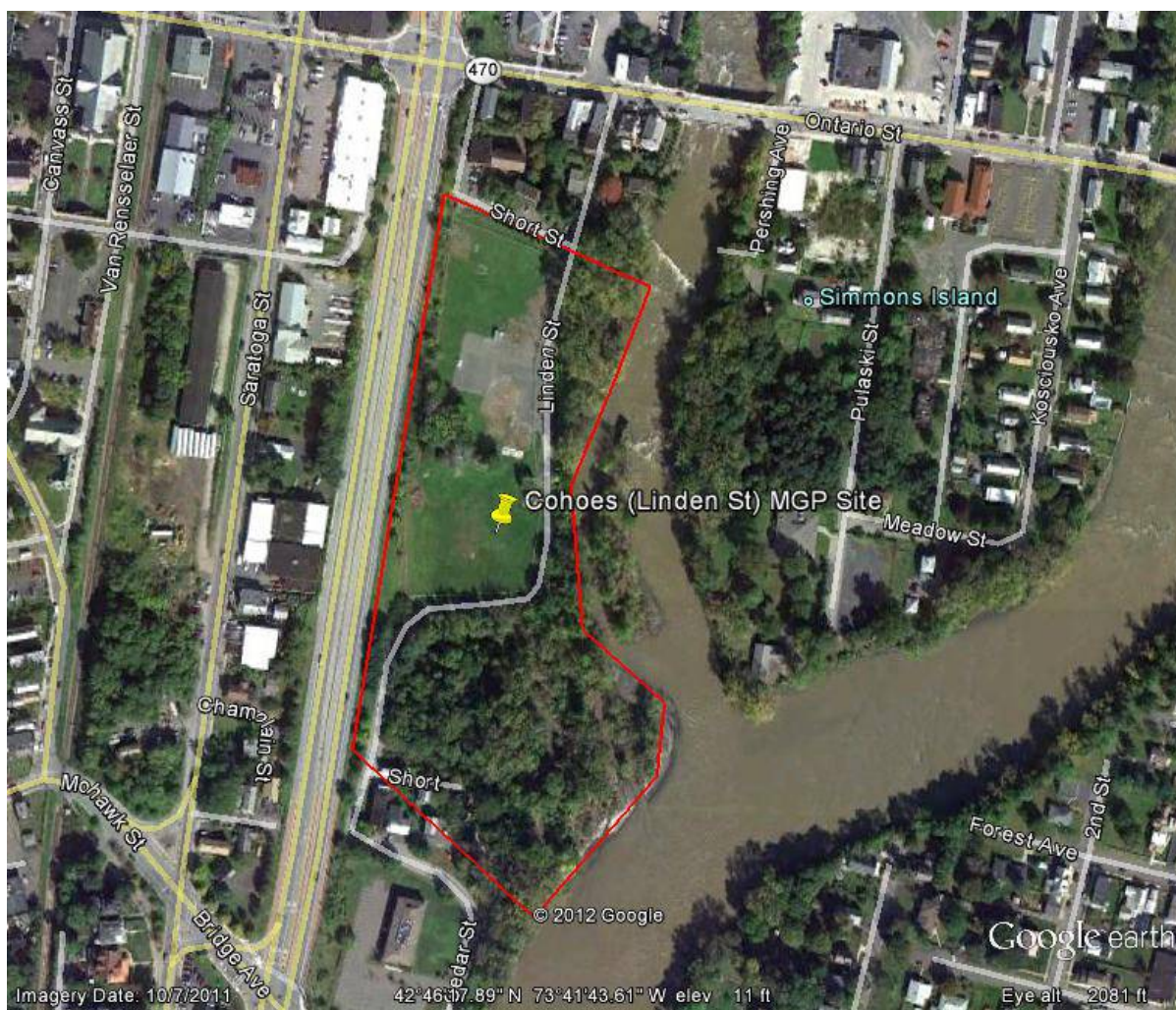
National Grid
Legacy Niagara Mohawk Power Corporation
Site Investigation & Remediation – Manufactured Gas Plant Sites

Cherry Valley Non-Owned MGP
Location: 25 Genesee Street, Cherry Valley, NY
Current Status: closed, no further action.
Description: Alternate (acetylene) gas plant closed prior to site investigation.



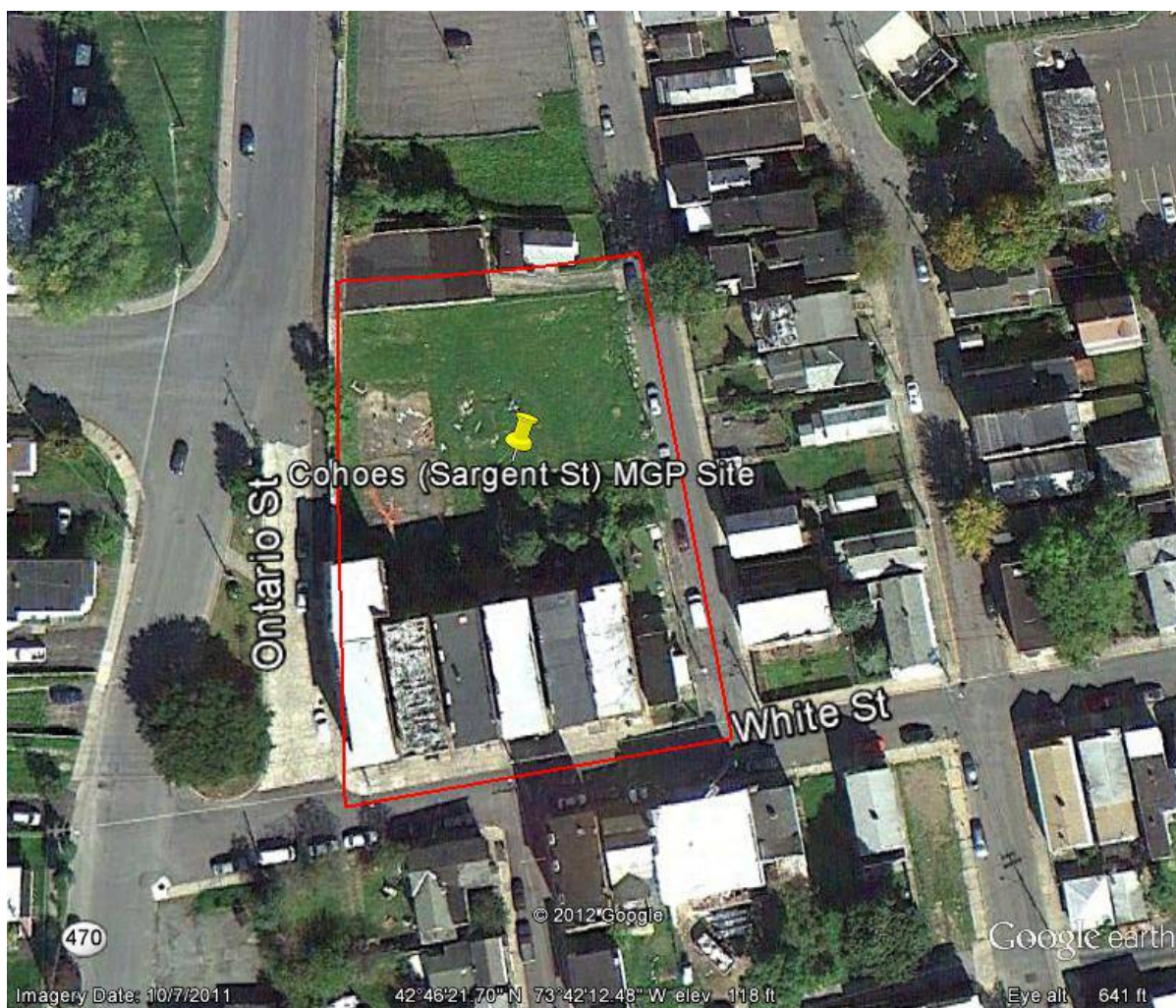
National Grid
Legacy Niagara Mohawk Power Corporation
Site Investigation & Remediation – Manufactured Gas Plant Sites

Cohoes (Linden Ave.) Non-Owned MGP
Location: Linden Avenue, Cohoes, NY
Current Status: remedial investigation
Description: The site is located in a residential/commercial area. The site is approximately 8.5 acres and is owned by the Company.
Remedy decision received/expected: 2013



National Grid
Legacy Niagara Mohawk Power Corporation
Site Investigation & Remediation – Manufactured Gas Plant Sites

Cohoes (Sargent St.) Non-Owned MGP
Location: Sargent Street, Cohoes, NY
Current Status: site management pending NYSDEC letter
Description: The site is located in commercial/residential area. The site is approximately 0.5 acres and is not owned by the Company. The site is proposed for a restricted residential deed restriction and site management plan without requiring remediation. Periodic future inspections are required.
Remedy decision received/expected: 2012



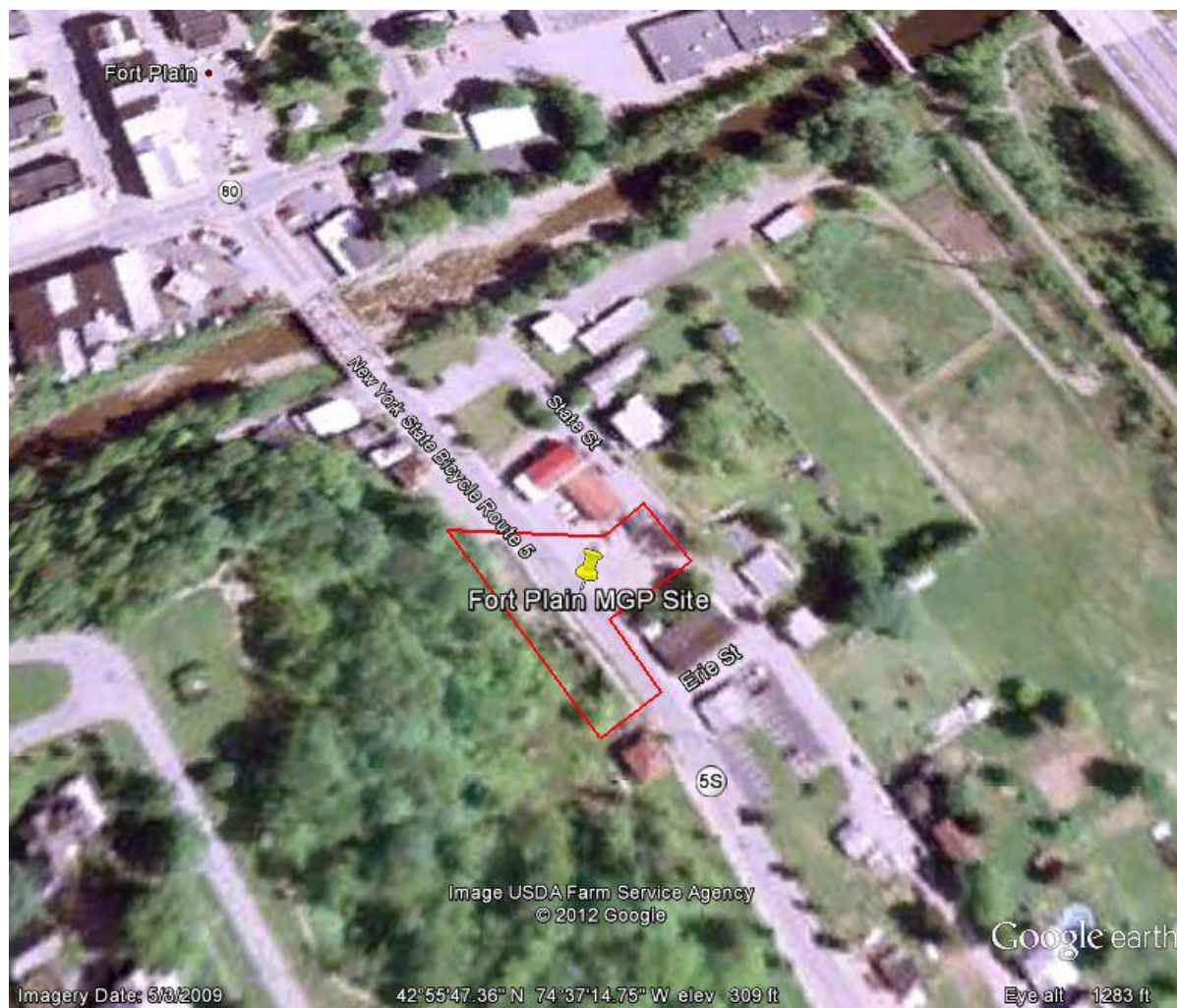
National Grid
Legacy Niagara Mohawk Power Corporation
Site Investigation & Remediation – Manufactured Gas Plant Sites

Fort Edward MGP
Location: 22 Canal Street, Fort Edward, NY
Current Status: remedial design development, remedy implementation
Description: The site is located in a residential area. The site is approximately 1.53 acres and is owned by the Company. Remediation activities on the site were completed previously and once off-site conveyances (piping associated with the MGP) are addressed (on property not owned by the Company), remediation for this site will be complete.
Remedy decision received/expected: 2012



National Grid
Legacy Niagara Mohawk Power Corporation
Site Investigation & Remediation – Manufactured Gas Plant Sites

Fort Plain MGP
Location: Hancock Street, Fort Plain, NY
Current Status: site management, operation and maintenance
Description: The site is located in a commercial/residential area. The site is approximately 0.5 acres with a portion owned by the Company (currently an active substation) and another portion that is not owned (diner and associated parking area).
Remedy decision received/expected: 2008



National Grid
Legacy Niagara Mohawk Power Corporation
Site Investigation & Remediation – Manufactured Gas Plant Sites

Fulton (Ontario St.) Non-Owned MGP
Location: Ontario Street, Fulton, NY
Current Status: Remedial Investigation proposed for Spring 2012
Description: The site is located in a commercial/industrial area. The site is approximately 0.8 acres and is not owned by the Company. The site is currently a vacant lot.
Remedy decision received/expected: 2015



National Grid
Legacy Niagara Mohawk Power Corporation
Site Investigation & Remediation – Manufactured Gas Plant Sites

Fulton (S. First St.) MGP
Location: South First Street, Fulton, NY
Current Status: final remedial design approval delayed due to potential zoning issues
Description: The site is located in a residential area. The site is approximately 1.04 acres and is owned by the Company. The two site parcels are bisected by First Street. Both parcels are currently vacant and deed restricted for non-residential use. A building located over the former plant was demolished.
Remedy decision received/expected: 2009



**National Grid
Legacy Niagara Mohawk Power Corporation
Site Investigation & Remediation – Manufactured Gas Plant Sites**

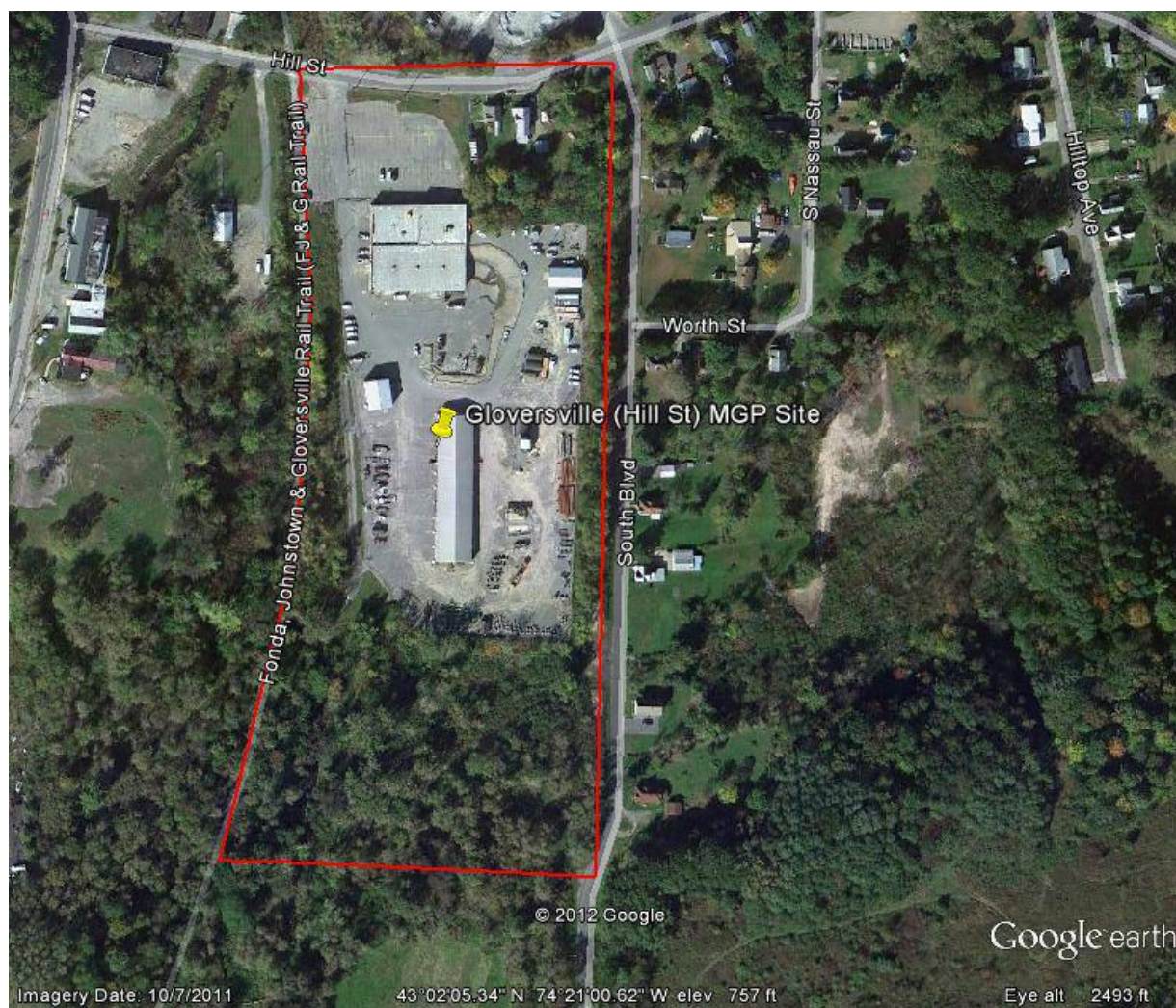
Glens Falls MGP
OU-1 – Upland Site
Location: Mohican Street, Glens Falls, NY
Current Status: remedial design development
Description: The site is located in a residential/industrial area. The site includes both owned (approximately 6 acres) and non-owned property (adjacent canal known as the Glens Falls Feeder Canal). The owned parcel was formerly used as a service center that was later demolished. An active substation resides on the site. The feeder canal is owned by New York State.
Remedy decision received/expected: 2010
OU-2 – Hudson River Site
Location: Mohican Street, Glens Falls, NY
Current Status: remedial investigation, interim remedial measure development
Description: The site is a portion of the Hudson River (sediments) located adjacent to the OU-1 site.
Remedy decision received/expected: 2014

National Grid
Legacy Niagara Mohawk Power Corporation
Site Investigation & Remediation – Manufactured Gas Plant Sites



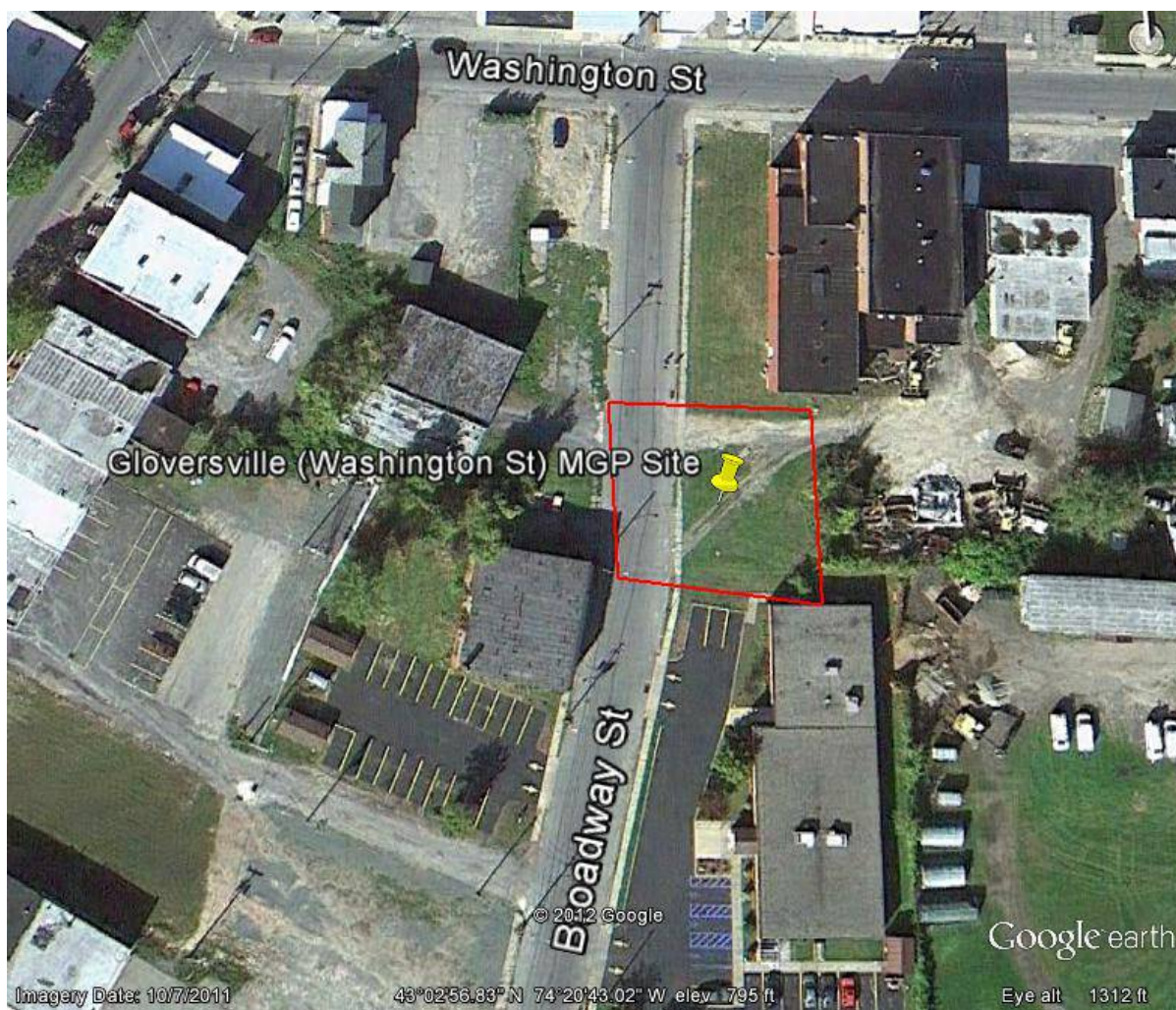
National Grid
Legacy Niagara Mohawk Power Corporation
Site Investigation & Remediation – Manufactured Gas Plant Sites

Gloversville (Hill St.) MGP
Location: Hill Street, Gloversville, NY
Current Status: remedial investigation, operation and maintenance of interim remedial measure (water treatment system)
Description: The site is located in a mixed residential/commercial/industrial area. The site is approximately 8 acres, is owned by the Company, and is used as a service center.
Remedy decision received/expected: 2016



National Grid
Legacy Niagara Mohawk Power Corporation
Site Investigation & Remediation – Manufactured Gas Plant Sites

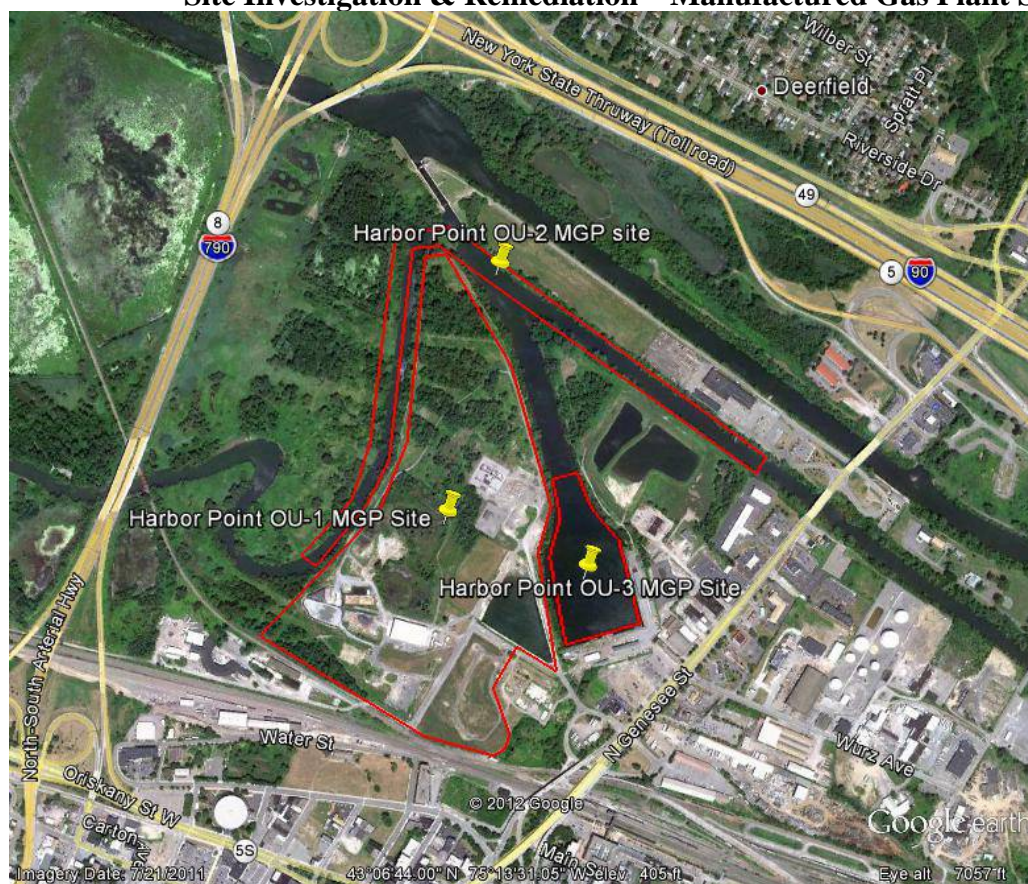
Gloversville (Washington St.) Non-Owned MGP
Location: Washington Street, Gloversville, NY
Current Status: alternatives analysis development
Description: The site is located in a commercial area. The site is 0.75 acres and is not owned by the Company.
Remedy decision received/expected: 2013



National Grid
Legacy Niagara Mohawk Power Corporation
Site Investigation & Remediation – Manufactured Gas Plant Sites

Harbor Point MGP
OU-1 – Upland Peninsula Site
Location: Washington Street, Utica, NY
Current Status: remedial design development
Description: The site is located in a commercial/industrial area. The site is approximately 75 acres with portions of the site owned by the Company and other portions are not owned. The site is surrounded on three sides by the Mohawk River and the Utica Harbor. The Company is the primary, financially responsible party. However, some obligations assigned to Beazer East regarding OU1 and OU2 and the NYS Canal Corp (i.e. NYS Thruway Authority) concerning OU3.
Remedy decision received/expected: 2002
OU-2 – Mohawk River Site
Location: Washington Street, Utica, NY
Current Status: feasibility study development
Description: The site is an approximately 1.2 mile stretch of the Mohawk River adjacent to the site.
Remedy decision received/expected: 2013
OU-3 – Utica Harbor Site
Location: Washington Street, Utica, NY
Current Status: remedy implementation
Description: The site is the Utica Harbor and is approximately 16 acres. The site is owned by New York State Canal Corp.
Remedy decision received/expected: 2001

National Grid
Legacy Niagara Mohawk Power Corporation
Site Investigation & Remediation – Manufactured Gas Plant Sites



National Grid
Legacy Niagara Mohawk Power Corporation
Site Investigation & Remediation – Manufactured Gas Plant Sites

Herkimer Non-Owned MGP
Location: 215 West Smith Avenue
Current Status: remedial design development
Description: The site is located in a residential area. The site is not owned by the Company.
Remedy decision received/expected: 2011

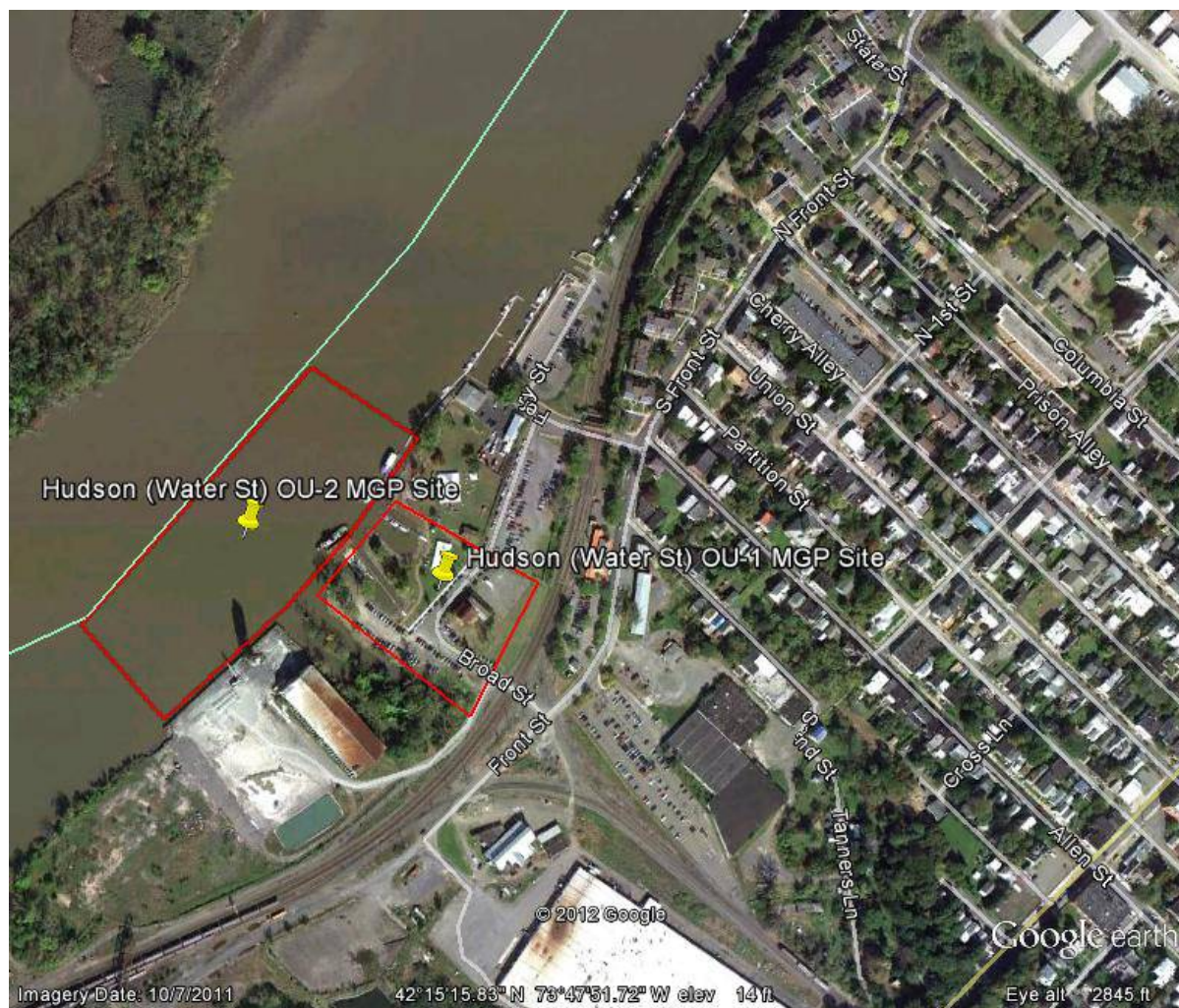


National Grid
Legacy Niagara Mohawk Power Corporation
Site Investigation & Remediation – Manufactured Gas Plant Sites

Herkimer Gas Holder MGP
Location: South Washington Street, Herkimer, NY
Current Status: closed, no further action
Description:
Remedy decision received/expected:

National Grid
Legacy Niagara Mohawk Power Corporation
Site Investigation & Remediation – Manufactured Gas Plant Sites

Hudson (Water St.) MGP
OU-1 – Upland Site
Location: Water and Broad Streets, Hudson, NY
Current Status: site management, operation and maintenance
Description: The site is located in a commercial/industrial area adjacent to the Hudson River. The site is approximately 4 acres and is owned by the City of Hudson.
Remedy decision received/expected: 2001
OU-2 – Hudson River Site
Location: Water and Broad Streets, Hudson, NY
Current Status: NYSDEC issuing proposed remedial action plan
Description: The site is located within the Hudson River in a commercial/industrial area. The site is approximately a 0.25 mile stretch of the Hudson River adjacent to the OU-1 site.
Remedy decision received/expected: 2012



National Grid
Legacy Niagara Mohawk Power Corporation
Site Investigation & Remediation – Manufactured Gas Plant Sites

Ilion MGP
Location: State & East Streets, Ilion, NY
Current Status: pre-design investigation, remedial design development
Description: The site is located in a commercial/residential area. The site is owned by the Company and was formerly used as a service center and gas regulator station.
Remedy decision received/expected: 2011



National Grid
Legacy Niagara Mohawk Power Corporation
Site Investigation & Remediation – Manufactured Gas Plant Sites

Johnstown MGP
Location: Market Street, Johnstown, NY
Current Status: Remediation complete, site management, operation and maintenance
Description: The site is located in a commercial/residential area. The site owned by the Company and operates a gas regulator station on the property.
Remedy decision received/expected: 2010



National Grid
Legacy Niagara Mohawk Power Corporation
Site Investigation & Remediation – Manufactured Gas Plant Sites

Little Falls Non-Owned MGP
Location: 545 East Mill Street, Little Falls, NY
Current Status: site management and operation and maintenance
Description: The site is located in an industrial area. It is not owned by the Company.
Remedy decision received/expected: 2008



National Grid
Legacy Niagara Mohawk Power Corporation
Site Investigation & Remediation – Manufactured Gas Plant Sites

Loomis Island Gas Regulator Station
Location: Little Falls, NY
Current Status: Limited PAHs present in soil, no action at this time
Description: The site is a former gas holder located on property owned by the Company and is currently a gas regulator station. The site is not under order with NYSDEC.
Remedy decision received/expected: NA at this time.

National Grid
Legacy Niagara Mohawk Power Corporation
Site Investigation & Remediation – Manufactured Gas Plant Sites

Malone MGP
Location: 25 Amsden Street, Malone, NY
Current Status: remedial investigation
Description: The site located in a residential/commercial area. Portions of the site are owned by the Company whereas other portions are not.
Remedy decision received/expected: 2014



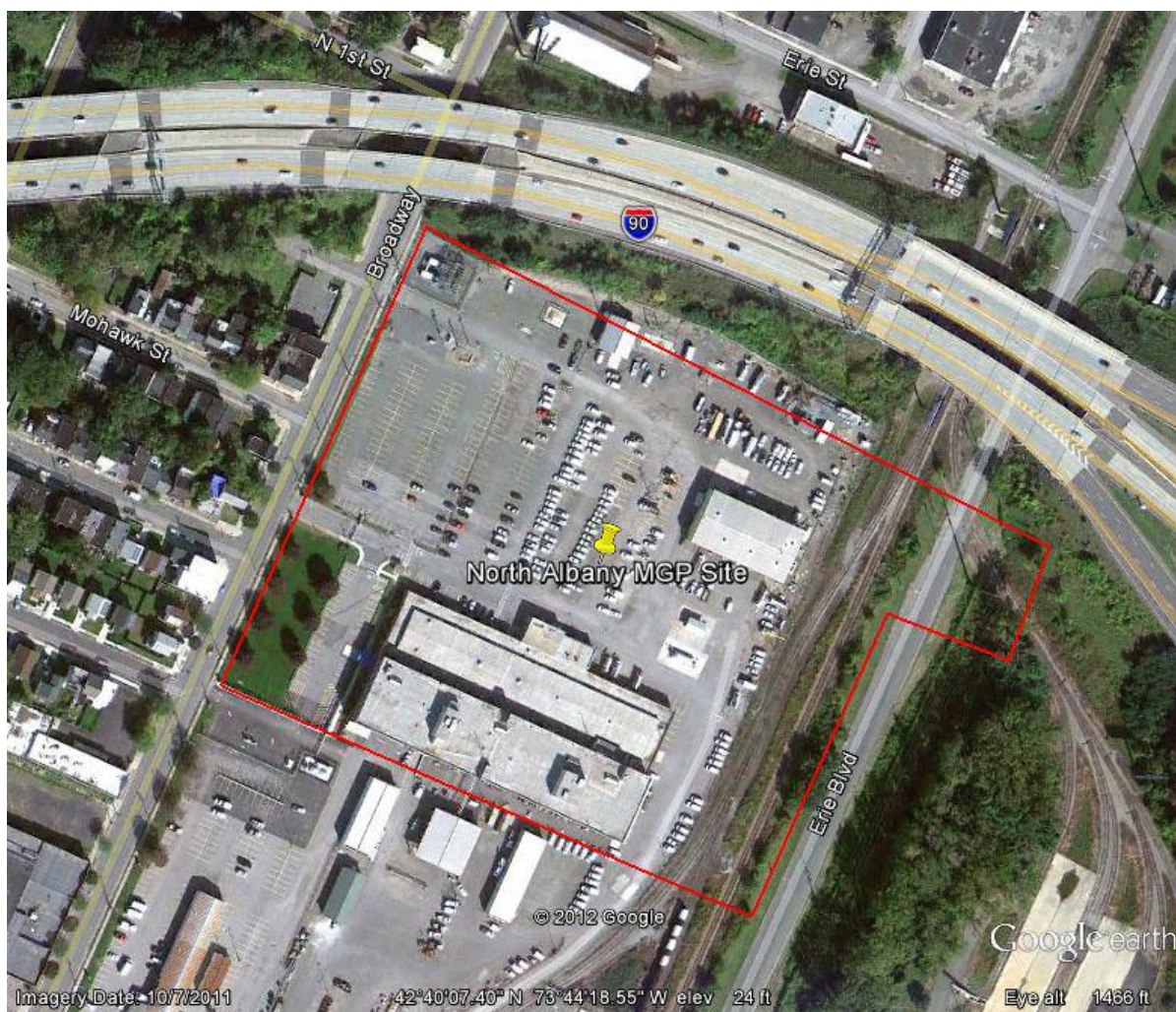
National Grid
Legacy Niagara Mohawk Power Corporation
Site Investigation & Remediation – Manufactured Gas Plant Sites

Mohawk Non-Owned MGP
Location: Ann Street, Mohawk, NY
Current Status: closed, pending final response from NYSDEC regarding monitoring well closure.
Description: This site is not owned by the Company. A site characterization was completed at the site and the site is closed.
Remedy decision received/expected: 2007



National Grid
Legacy Niagara Mohawk Power Corporation
Site Investigation & Remediation – Manufactured Gas Plant Sites

North Albany MGP
Location: Broadway, Albany, NY
Current Status: feasibility study awaiting NYSDEC review
Description: The site is located in an industrial area. The site is owned by the Company and is an active service center as well as office facility.
Remedy decision received/expected: 2013



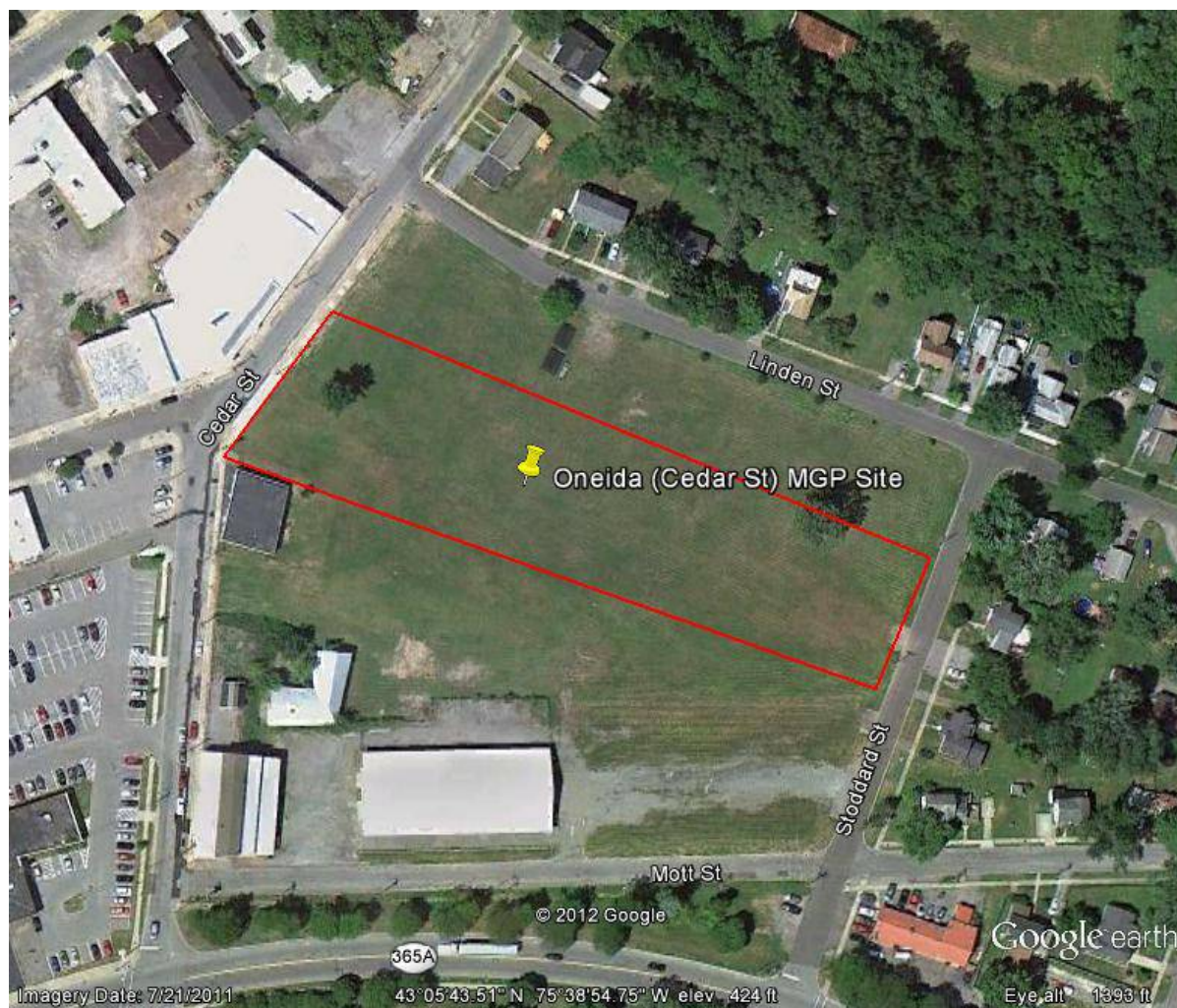
National Grid
Legacy Niagara Mohawk Power Corporation
Site Investigation & Remediation – Manufactured Gas Plant Sites

Ogdensburg Non-Owned MGP
Location: Mill Street, Ogdensburg, NY
Current Status: remedial design development
Description: The site is located in a residential/commercial/industrial area. The site is predominantly owned by St. Lawrence Gas, but the Company owns a small parcel adjacent to former MGP.
Remedy decision received/expected: 2011



National Grid
Legacy Niagara Mohawk Power Corporation
Site Investigation & Remediation – Manufactured Gas Plant Sites

Oneida (Cedar St.) MGP
Location: 141 Cedar Street, Oneida, NY
Current Status: closed, no further action
Description: The site is located in a mixed commercial/residential area. The site consists of approximately ¼-acre of vacant land currently owned by the City of Oneida, NY. A former Manufactured Gas Plant (MGP) was operated on the Site from approximately 1890 to 1899.
Remedy decision received/expected: 2003



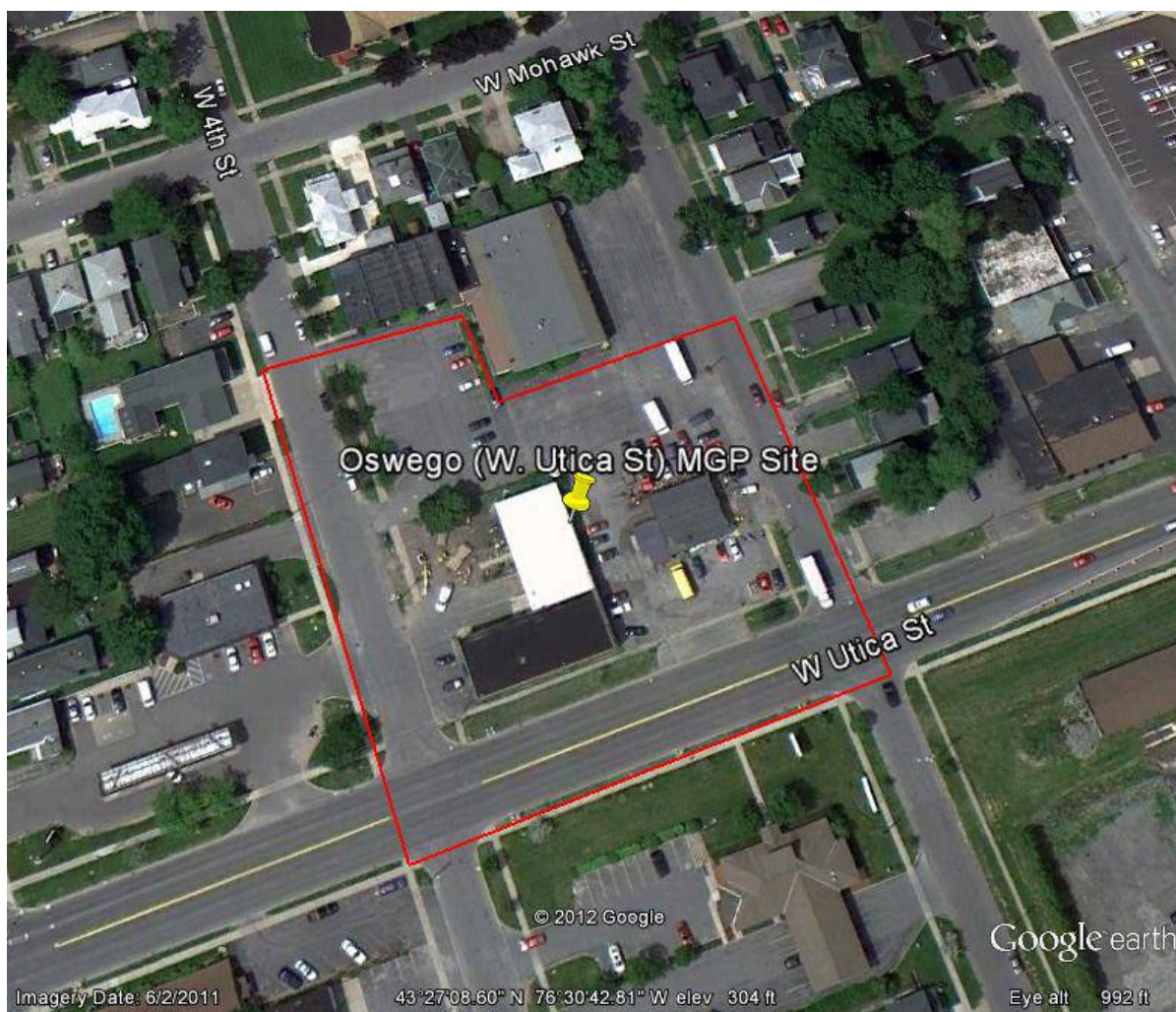
National Grid
Legacy Niagara Mohawk Power Corporation
Site Investigation & Remediation – Manufactured Gas Plant Sites

Oneida (Sconondoa St.) MGP
Location: Sconondoa Street, Oneida, NY
Current Status: remedy implementation
Description: The site is located in a light industrial area. The site includes both owned and non-owned property. The owned portion consists of a 1.8-acre parcel which is the location of the former service center (now inactive). The non-owned portion includes a 1.5-acre area (Tailrace area) that is defined by the channel of Tailrace Creek.
Remedy decision received/expected: 2002



National Grid
Legacy Niagara Mohawk Power Corporation
Site Investigation & Remediation – Manufactured Gas Plant Sites

Oswego Non-Owned MGP
Location: West Utica Street, Oswego, NY
Current Status: alternatives analysis under review by NYSDEC
Description: The site is located in a mixed commercial/residential area. The site is not owned by the Company. Off-site and ground water issues to be evaluated as OU-2.
Remedy decision received/expected: 2012



National Grid
Legacy Niagara Mohawk Power Corporation
Site Investigation & Remediation – Manufactured Gas Plant Sites

Oswego (Former Gas Holder) MGP
Location: West First Street, Oswego, NY
Current Status: closed, no further action
Description:
Remedy decision received/expected:



National Grid
Legacy Niagara Mohawk Power Corporation
Site Investigation & Remediation – Manufactured Gas Plant Sites

Rensselaer Non-Owned MGP
Location: Washington Street, Rensselaer, NY
Current Status: remedial investigation
Description: The site is located in a commercial area. It is not owned by the Company.
Remedy decision received/expected: 2015



National Grid
Legacy Niagara Mohawk Power Corporation
Site Investigation & Remediation – Manufactured Gas Plant Sites

Rome (Jay & Madison) MGP
Location: Jay and Madison, Rome, NY
Current Status: feasibility study development
Description: The site is located in a commercial area. The former plant site is not owned by the Company and is used for commercial uses (Burger King and associated parking).
Remedy decision received/expected: 2014



National Grid
Legacy Niagara Mohawk Power Corporation
Site Investigation & Remediation – Manufactured Gas Plant Sites

Rome (Kingsley Ave.) MGP
OU-1 – Upland Site
Location: Kingsley Avenue, Rome, NY
Current Status: operation & maintenance
Description: The site is located along the Mohawk River in a commercial/industrial area. The site is approximately 7 acres and is owned by the Company. An electric substation is located on the southern half of the site.
Remedy decision received/expected: 2002
OU-2 – Privately Owned Upland Site
Location: Kingsley Avenue, Rome, NY
Current Status: operation & maintenance
Description: The site is located along the Mohawk River in a commercial/industrial area. The site is approximately 7 acres and is not owned by the Company.
Remedy decision received/expected: 2009



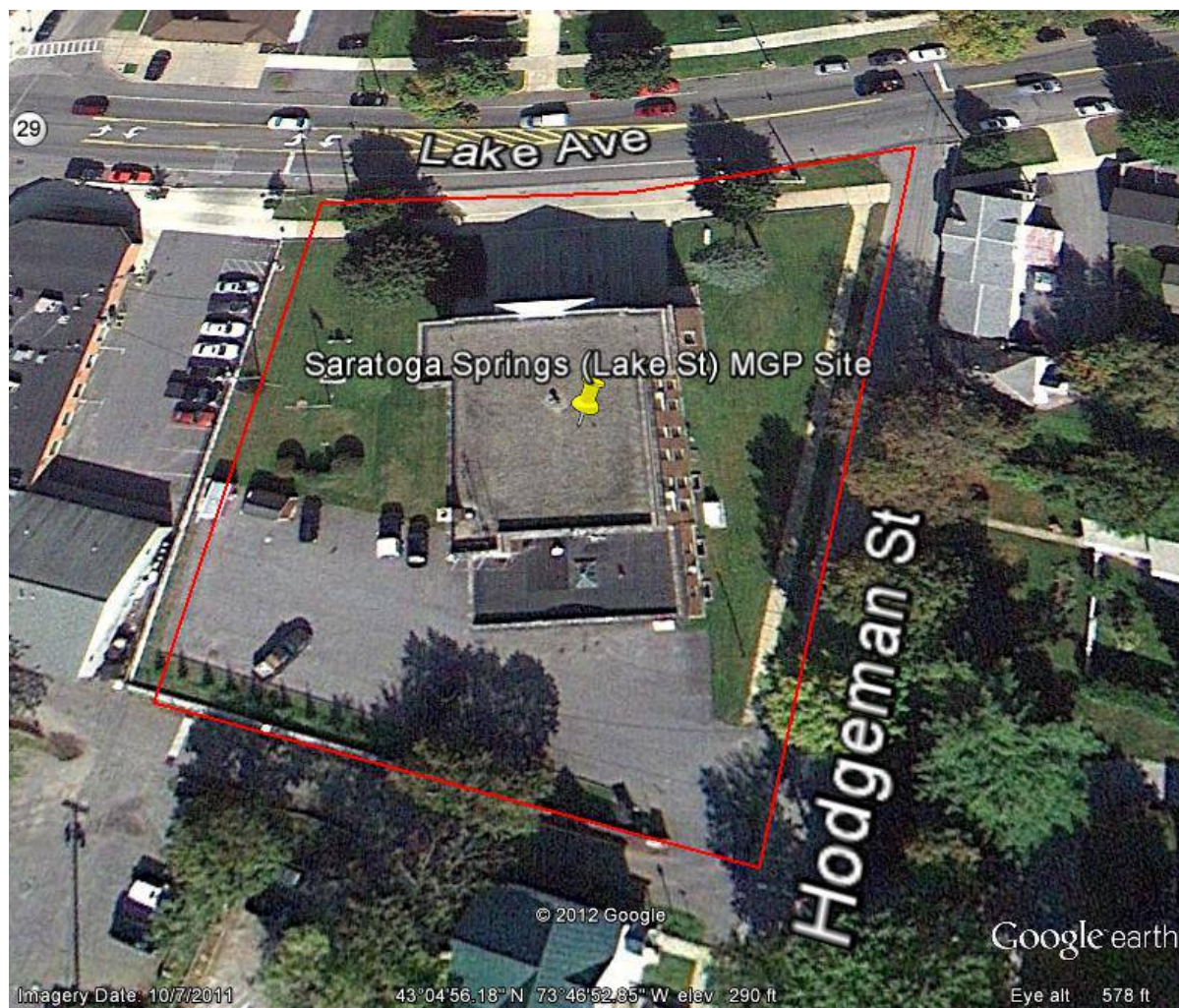
National Grid
Legacy Niagara Mohawk Power Corporation
Site Investigation & Remediation – Manufactured Gas Plant Sites

Saratoga Springs (Excelsior Ave.) MGP
Location: Excelsior Avenue, Saratoga Springs, NY
Current Status: operation & maintenance, feasibility study development
Description: The site is located in a commercial area. The site is approximately 7 acres and is owned by the Company and used as an electric and gas service center until 1998. Other properties being addressed include the privately-owned Spa Steel property (~ 0.2 acres), the City-owned Old Red Spring property (~0.1 acres), the Company-owned former Skating Rink Property (~3.5 acres), and areas within the Spring Run Creek wetland area. The site is listed as a U.S. EPA National Priority List (NPL) site. Remedial actions are complete on all areas except the Old Red Spring area and beneath the road on Excelsior Avenue along a portion of the site.
Remedy decision received/expected: 2012



National Grid
Legacy Niagara Mohawk Power Corporation
Site Investigation & Remediation – Manufactured Gas Plant Sites

Saratoga Springs Non-Owned MGP
Location: Lake Avenue, Saratoga Springs, NY
Current Status: site management
Description: The site is located in a commercial/residential area. The site is not owned by the Company and is the current location of the Saratoga's Springs Fire Dept. and associated parking/lawn area.
Remedy decision received/expected: 2009



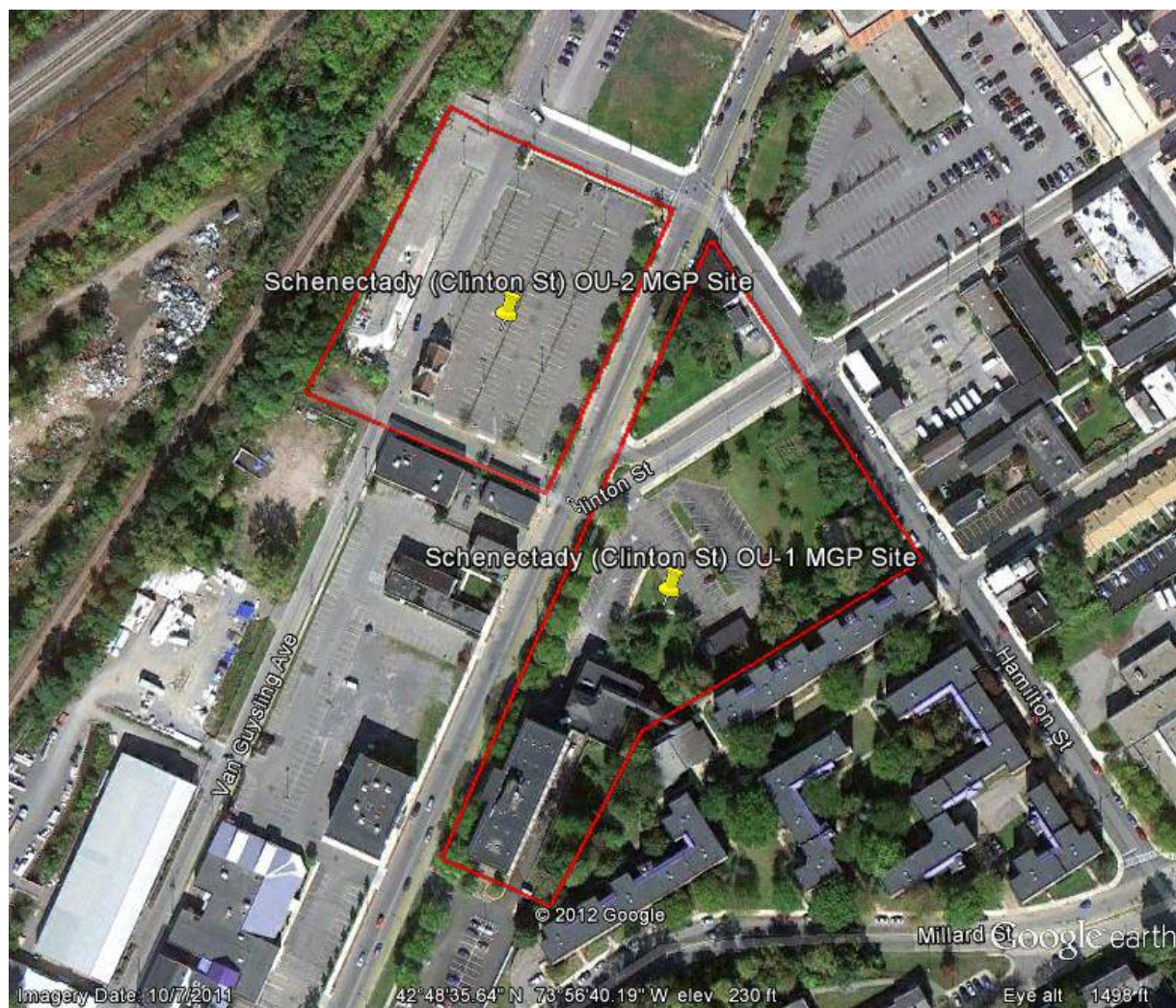
National Grid
Legacy Niagara Mohawk Power Corporation
Site Investigation & Remediation – Manufactured Gas Plant Sites

Schenectady (Broadway) MGP
Location: Broadway, Schenectady, NY
Current Status: remedial design development, remedy implementation
Description: The site is located in a commercial/industrial area. The site includes a 9-acre parcel that is owned by the Company and is currently used as an active service center and includes an active gas regulator station, with a waterway (Schermerhorn Creek) that passes through it.
Remedy decision received/expected: 2008



National Grid
Legacy Niagara Mohawk Power Corporation
Site Investigation & Remediation – Manufactured Gas Plant Sites

Schenectady Non-Owned MGP
Location: Clinton Street, Schenectady, NY
Current Status: remedial investigation, interim remedial measure implementation
Description: The site is located in a commercial/residential area. The site is divided into two operable units; OU-1 is the location of the former MGP and currently occupied by an apartment building and OU-2 consists of public parking lots and several commercial buildings.
Remedy decision received/expected: 2015



National Grid
Legacy Niagara Mohawk Power Corporation
Site Investigation & Remediation – Manufactured Gas Plant Sites

Schenectady (Seneca St.) MGP
Location: Seneca Street, Schenectady, NY
Current Status: operation & maintenance
Description: Former MGP located in Schenectady, NY
Remedy decision received/expected: Completed as IRM.



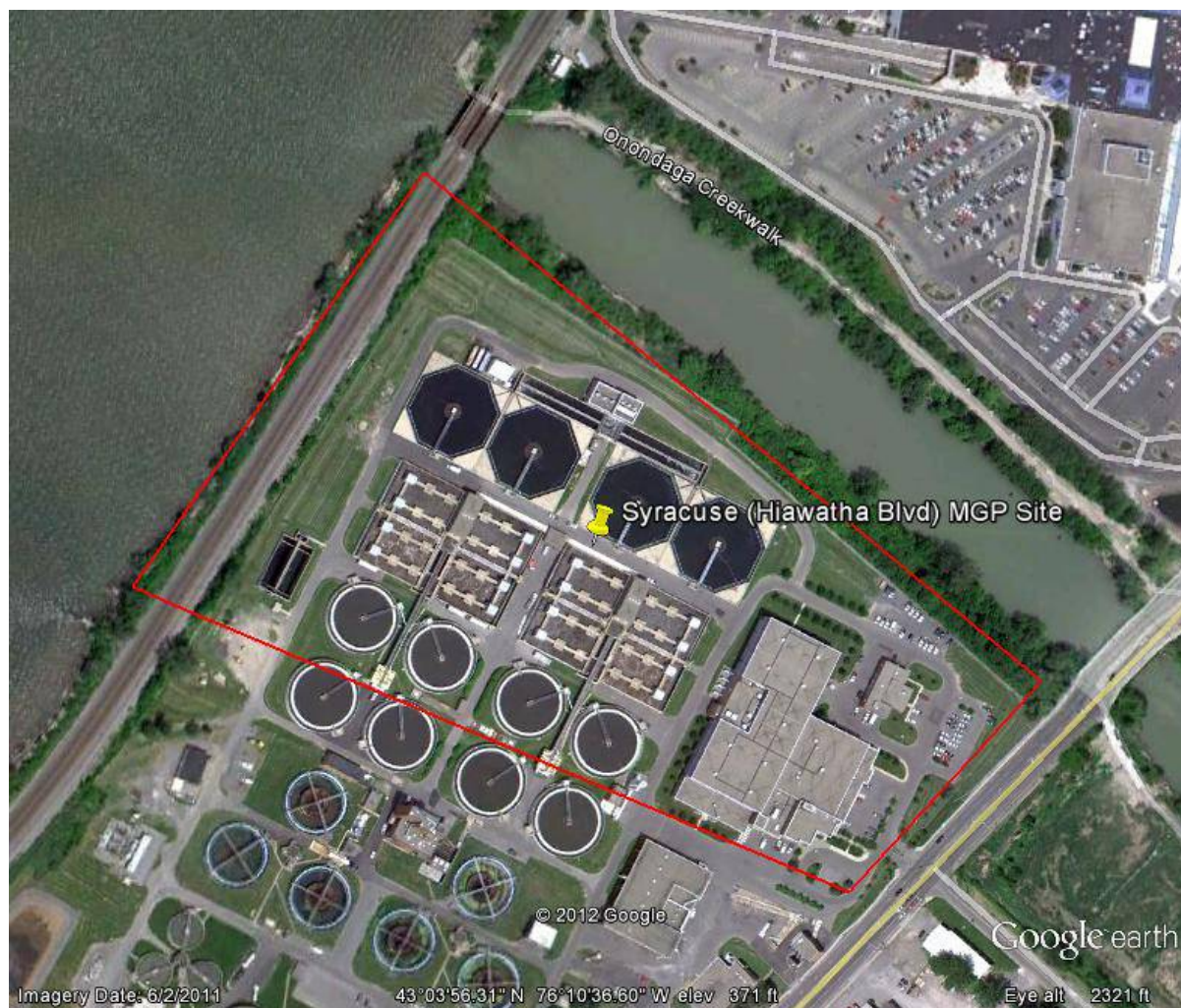
National Grid
Legacy Niagara Mohawk Power Corporation
Site Investigation & Remediation – Manufactured Gas Plant Sites

Syracuse (Erie Blvd.) MGP
Location: 300 Erie Boulevard West, Syracuse, NY
Current Status: feasibility study review by NYSDEC
Description: The site is located in a commercial area. The site is owned by the Company and is located on the Syracuse Office Complex (SOC) property.
Remedy decision received/expected: 2013



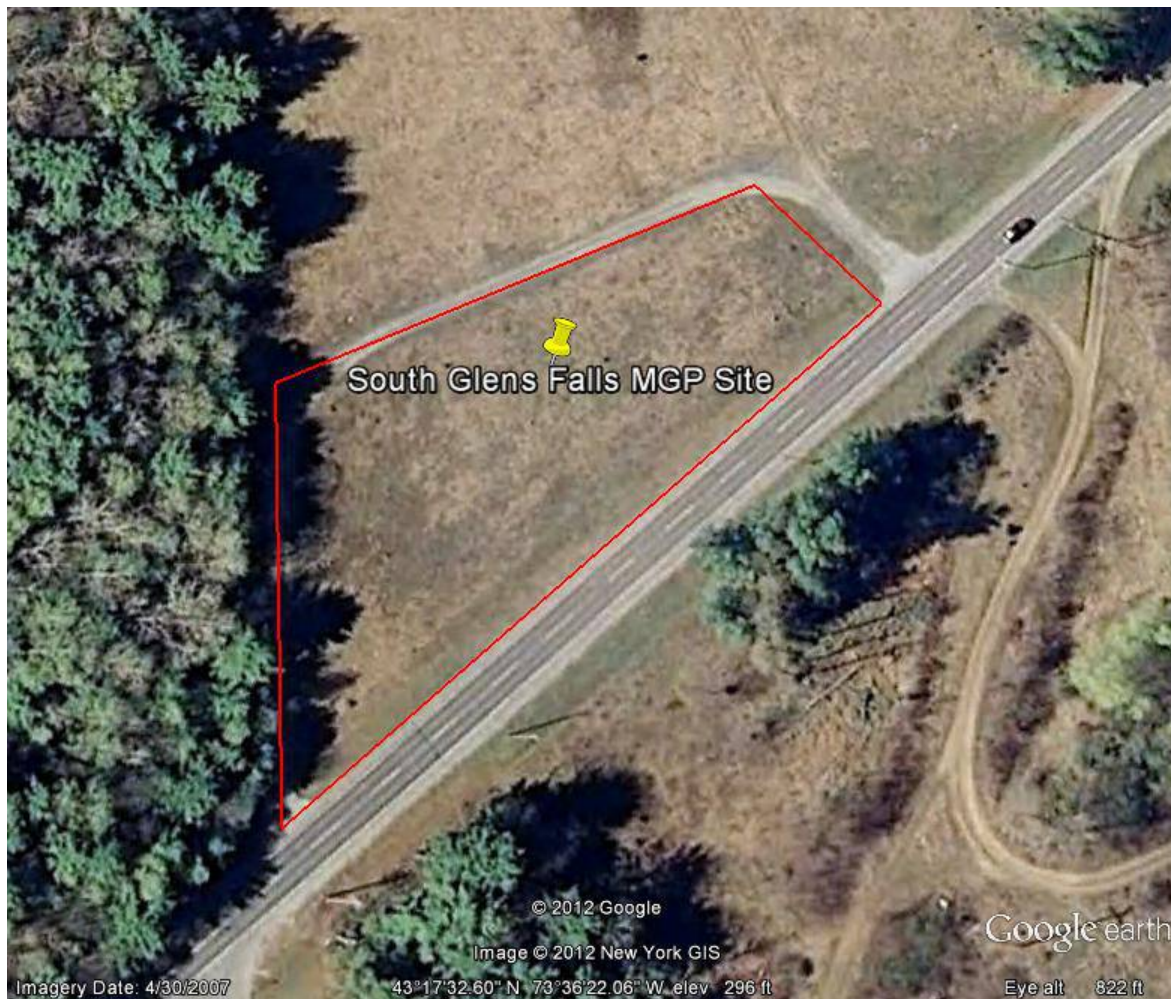
National Grid
Legacy Niagara Mohawk Power Corporation
Site Investigation & Remediation – Manufactured Gas Plant Sites

Syracuse (Hiawatha Blvd.) MGP
Location: Hiawatha Boulevard, Syracuse, NY
Current Status: remedial action implementation
Description: The site is located in an industrial area. The site is not owned by the Company but rather is owned by Onondaga County and is the location of the Metropolitan Waste Water Treatment Facility.
Remedy decision received/expected: 2010



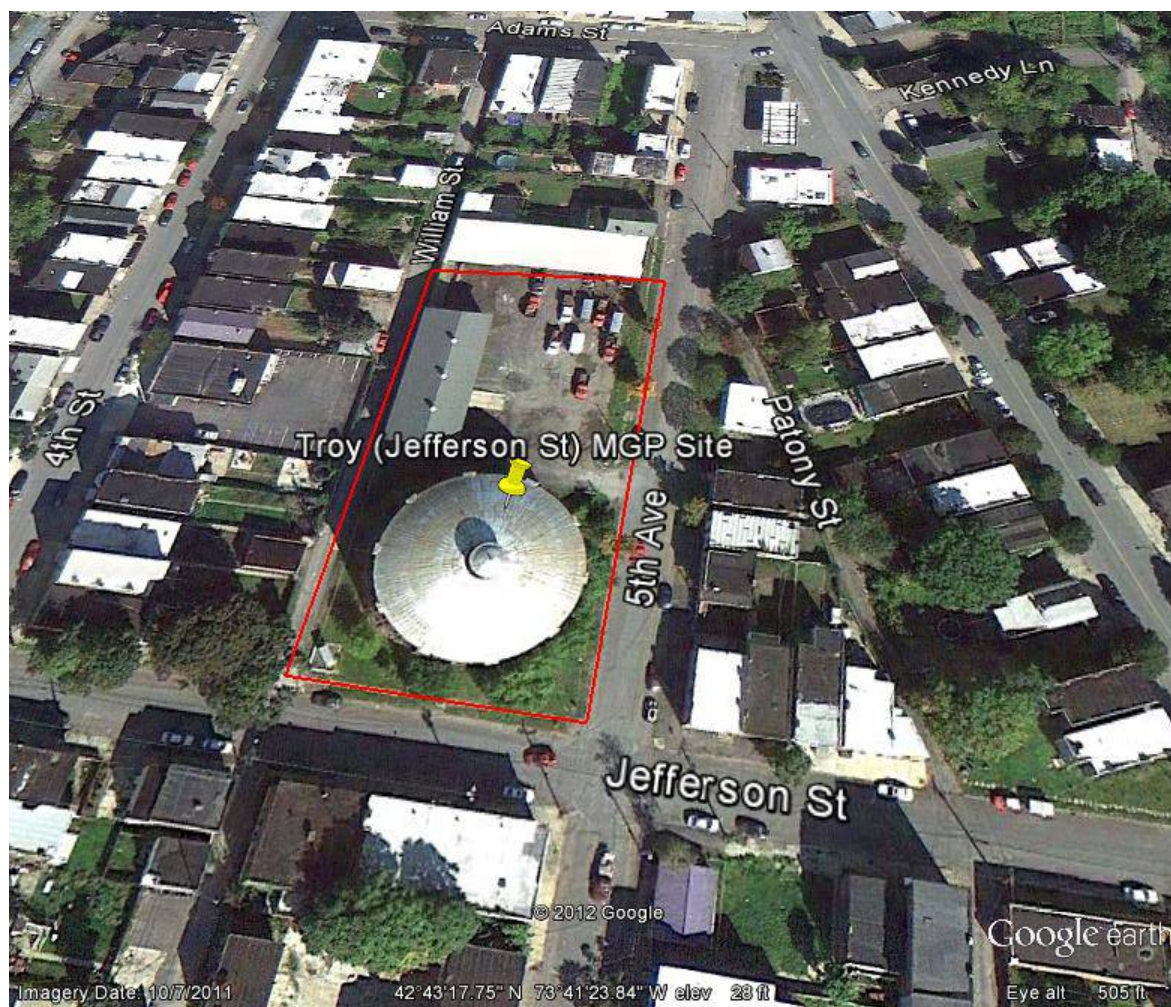
National Grid
Legacy Niagara Mohawk Power Corporation
Site Investigation & Remediation – Manufactured Gas Plant Sites

South Glens Falls MGP
Location: Bluebird Road, Moreau, NY
Current Status: Closed, no further action
Description:
Remedy decision received/expected:



National Grid
Legacy Niagara Mohawk Power Corporation
Site Investigation & Remediation – Manufactured Gas Plant Sites

Troy (Jefferson St.) Non-Owned MGP
Location: Jefferson Street, Troy, NY
Current Status: site is closed, no further action.
Description: Former MGP located in Troy, NY. Site was closed following investigation with no remediation required.
Remedy decision received/expected: 2009



National Grid
Legacy Niagara Mohawk Power Corporation
Site Investigation & Remediation – Manufactured Gas Plant Sites

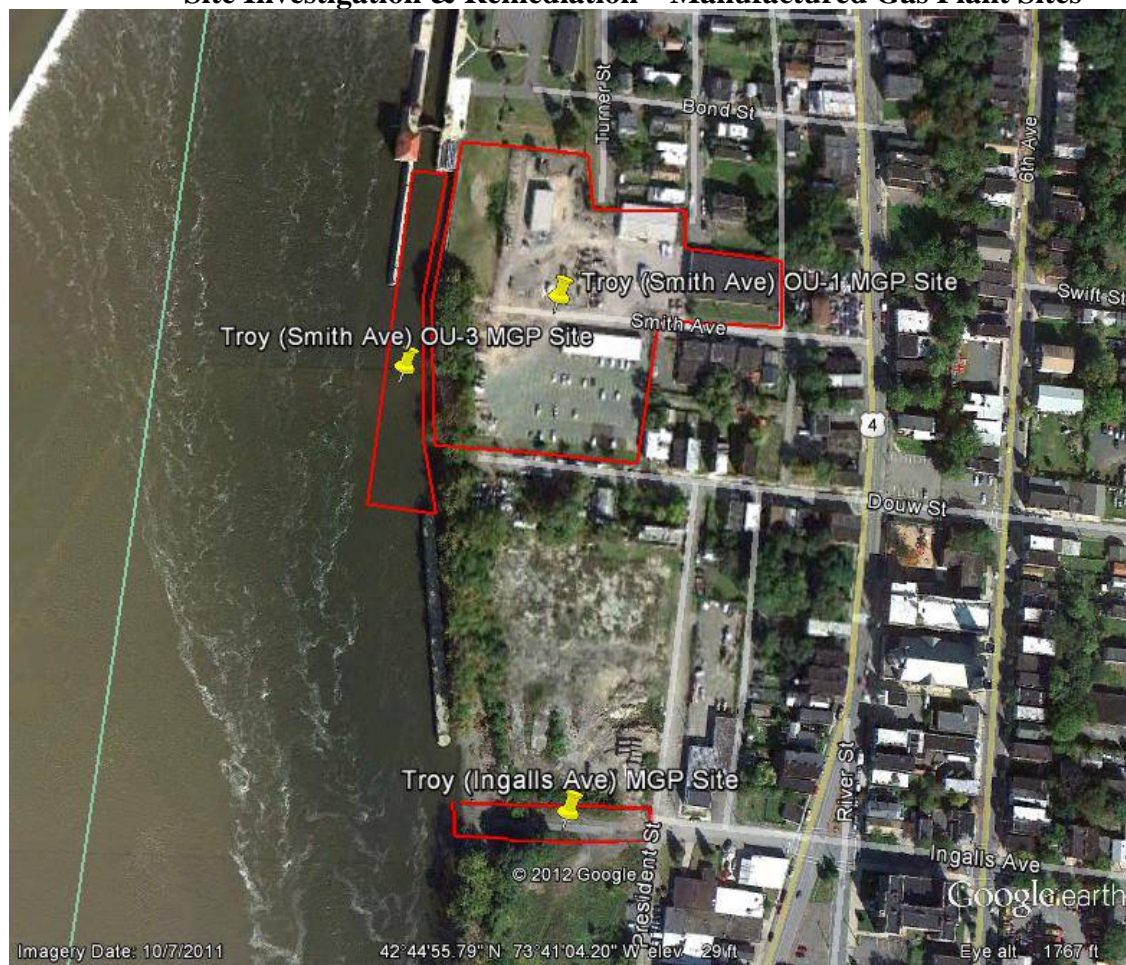
Troy (Liberty St.) Non-Owned MGP
Location: Liberty Street, Troy, NY
Current Status: remedial investigation
Description: The site is located in a commercial area. It is not owned by the Company.
Remedy decision received/expected: 2014



**National Grid
Legacy Niagara Mohawk Power Corporation
Site Investigation & Remediation – Manufactured Gas Plant Sites**

Troy (Smith Ave & Ingalls Ave) MGP
OU-1 – Main MGP Site
Location: Smith Avenue, Troy, NY
Current Status: remedial design development
Description: The site is located in a commercial & residential zoned area. The site is approximately 6 acres and is owned by the Company and is currently an active gas service center.
Remedy decision received/expected: 2007
OU-2 – Ingalls Avenue Site
Location: Smith Avenue, Troy, NY
Current Status: project implementation to be conducted by the City of Troy with Company providing MGP waste management, awaiting City's response on scheduling the work activities.
Description: The site is approximately 0.5 acres and is a sub-site owned by the City of Troy where MGP wastes were historically disposed.
Remedy decision received/expected: 2011
OU-3 – Hudson River Site
Location: Ingalls Avenue, Troy, NY
Current Status: pre-design investigation and remedial design development
Description: The site consists of approximately 700 feet of shore line along the Hudson River adjacent to OU-1.
Remedy decision received/expected: 2011

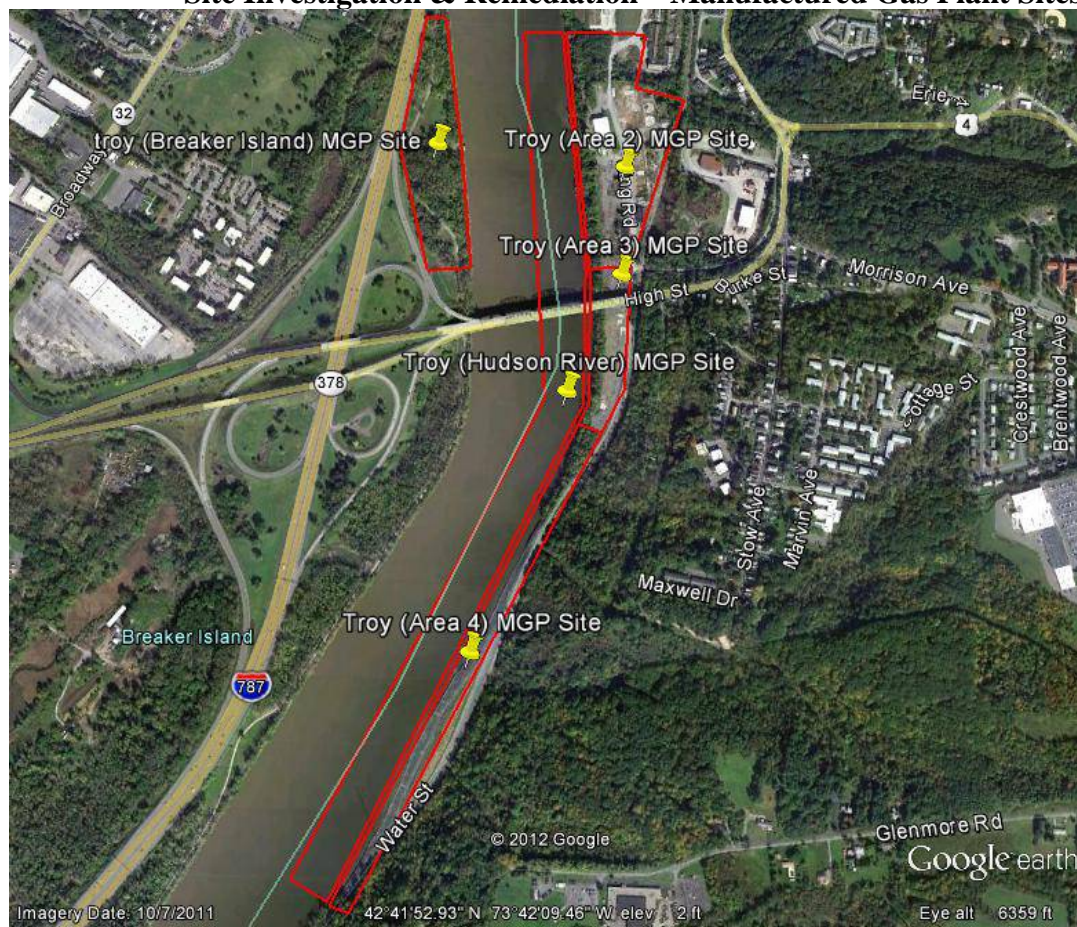
National Grid
Legacy Niagara Mohawk Power Corporation
Site Investigation & Remediation – Manufactured Gas Plant Sites



**National Grid
Legacy Niagara Mohawk Power Corporation
Site Investigation & Remediation – Manufactured Gas Plant Sites**

Troy (Water St.) MGP
Troy King Fuels (Areas #2 & #3)
Location: Water Street, Troy, NY
Current Status: remedial design development
Description: The site is located in a commercial/industrial zone adjacent to the Hudson River. Since the mid-1800s, the site has been occupied at various times by MGPs, an asphalt/tar blending plant (privately owned), a petroleum tank farm (privately owned), and iron and steel plants. The site is not owned by the Company.
Remedy decision received/expected: 2011
Troy Tar Landfill (Area #4)
Location: Water Street, Troy, NY
Current Status: operation & maintenance
Description: This site is a former disposal area and is located along the bank of the Hudson River. The site is not owned by the Company.
Remedy decision received/expected: 2000
Troy Water St. Hudson River Sediments
Location: Water Street, Troy, NY
Current Status: remedial investigation
Description: The site is a sub-site (i.e.OU-2) of Area 4 located within the Hudson River. Upland industrial impacts from the site may have impacted sediments in the Hudson River along the site.
Remedy decision received/expected: 2016

National Grid
Legacy Niagara Mohawk Power Corporation
Site Investigation & Remediation – Manufactured Gas Plant Sites



National Grid
Legacy Niagara Mohawk Power Corporation
Site Investigation & Remediation – Manufactured Gas Plant Sites

Watertown Non-Owned MGP
Location: 133-143 Anthony Street, Watertown, NY
Current Status: Remedial investigation being completed, IRM completed during 2011.
Description: The site is located in a mixed commercial/residential area. The site is not owned by the Company.
Remedy decision received/expected: 2013



National Grid
Legacy Niagara Mohawk Power Corporation
Site Investigation & Remediation – Manufactured Gas Plant Sites

Watertown MGP
Location: Engine Street, Watertown, NY
Current Status: pre-design investigation, remedial design development
Description: The site is located in a commercial/residential area. The site includes both owned and non-owned properties. The site consists of three operable units (OU-1, OU-2, and OU-3). OU-1 consists of on-site (NMPC property) and off-site (non-owned property) overburden (soils overlying bedrock). OU-2 consists of on-site and off-site groundwater, and OU-3 includes areas within the Black River. The NMPC parcel is approximately 1.9-acres in size and includes an active gas regulator station. Non-owned portions of the Site include parcels within a Verizon property and CSX railroad right-of-way, the City of Watertown DPW, and a parcel owned by the Purcell Construction Company.
Remedy decision received/expected: 2009



National Grid
Legacy Niagara Mohawk Power Corporation
Site Investigation & Remediation – Manufactured Gas Plant Sites

Watervliet Non-Owned MGP
Location: 1801 5 th Avenue, Watervliet, NY
Current Status: remedial investigation
Description: The site is located in a residential area. It is not owned by the Company and is 0.69 acres in size.
Remedy decision received/expected: 2014



National Grid
Legacy Niagara Mohawk Power Corporation
Site Investigation & Remediation – Manufactured Gas Plant Sites

Whitehall MGP
Location: Bellamy Street, Whitehall, NY
Current Status: alternatives analysis development
Description: The site is located in a commercial/residential area. A parcel of the site is owned by the Company and is 0.31 acres in size and other parcels are used for commercial and residential uses.
Remedy decision received/expected: 2013



Testimony of Charles F. Willard

Exhibit __ (CFW-2)

Example of a New York Department of Environmental Conservation Order on
Consent

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

In the Matter of the
Development and Implementation
of Remedial Programs for "MGP" Sites and
Inactive Hazardous Waste Disposal
Sites, Under Article 27, Title 13,
and Article 71, Title 27 of the
Environmental Conservation Law
of the State of New York by
Niagara Mohawk,
Respondent.

ORDER ON CONSENT

Index # A4-0473-0000
(Former Index #D0-0001-
9210, D0-0001-9612,
A6-0201-89-05, A6-0208-
89-09, A6-0260-91-04,
and D6-0001-9210)

WHEREAS,

1. A. The New York State Department of Environmental Conservation (the "Department") is responsible for enforcement of Article 27, Title 13 of the Environmental Conservation Law of the State of New York ("ECL") entitled "Inactive Hazardous Waste Disposal Sites." The Department asserts that any person under order pursuant to ECL 27-1313.3.a has a duty imposed by ECL Article 27, Title 13 to carry out the Inactive Hazardous Waste Disposal Site Remedial Program committed to under order. The Department asserts that ECL 71-2705 provides that any person who fails to perform any duty imposed by ECL Article 27, Title 13 shall be liable for civil, administrative, and/or criminal sanctions.

B. The Department also asserts that it has the authority, *inter alia*, to provide for the prevention and abatement of all water, land, and air pollution. *See, e.g.*, ECL 3-0301.1.i.

C. This Order is issued pursuant to the Department's authority under, *inter alia*, ECL Article 27, Title 13, ECL Article 71, Title 27, and ECL 3-0301 and is intended to supercede and replace Order D0-0001-9210 (21 Site Order), Order D0-0001-9612 (Cost Cap Order), and Order A6-0201-89-05, A6-0208-89-09, A6-0260-91-04, and D6-0001-9210) (Harbor Point Orders), which are referred to collectively as the "Predecessor Orders."

2. Respondent is the owner of the former manufactured gas plant ("MGP") sites at the following locations at which coal tar and associated hazardous substances ("MPG wastes") were, or which may have been, disposed at various times in the past: Gloversville, Rome (Kingsley), Schenectady (Broadway), Oneida, Glens Falls, Troy (Water Street), North Albany, Watertown, Troy (Smith Avenue), Syracuse (Hiawatha), Syracuse (Erie), Oswego, Albion, Fulton, Herkimer, Ilion, Canajoharie, Johnstown, Fort Plain, Schenectady (Seneca), Rome (Jay and Madison Streets), Harbor Point Utica, and Mohawk Valley Oil (individually, "the Site;" collectively, "the Sites").

3. Some of the Sites are currently listed in the *Registry of Inactive Hazardous Waste Disposal Sites in New York State* with a Classification "2" pursuant to ECL 27-1305. The listing of the Sites on the Registry, or the lack of such a listing, does not affect, in any manner, the jurisdiction of the Department to require the abatement and remediation of conditions at the sites in accordance with Article 27, Title 13.

4. Respondent consents to the Department's issuance of this Order without (i) an admission or finding of liability, fault, wrongdoing, or violation of any law, regulation, permit, order, requirement, or standard of care of any kind whatsoever, or (ii) an acknowledgment that there has been a release or threatened release of hazardous waste or that the release or threatened release of hazardous waste at or from the Site constitutes a significant threat to public health or the environment.

5. The parties recognize that the objective of the Order and Remedial Program is to clean up the Sites in accordance with Article 27, Title 13 of the ECL and regulations promulgated thereunder at 6 NYCRR Part 375, so as to allow the Sites to be productively developed and used. The parties agree that implementation of this Order will avoid prolonged and complicated litigation between the parties, and that this Order is mutually acceptable, fair, reasonable, and in the public interest.

6. Solely with regard to the matters set forth below, Respondent hereby waives its right under the ECL to a hearing herein as provided by law, consents to the issuance and entry of this Order, and agrees to be bound by its terms. Respondent consents to and agrees not to contest the authority or jurisdiction of the Department to issue or enforce this Order, and agrees not to contest the validity of this Order or its terms, or the validity of the data generated by Respondent pursuant to this Order.

NOW, having considered this matter and being duly advised, IT IS ORDERED THAT:

I. Initial Submittal

Prior to the effective date of this Order, Respondent has submitted to the Department numerous reports and documents that deal with some of the Sites. Future submissions will be in accordance with the agreed upon schedule set forth as Exhibit "A."

II. Development, Performance, and Reporting of Work Plans

A. Work Plans

All activities at any Site that comprise any element of an Inactive Hazardous Waste Disposal Site Remedial Program shall be conducted pursuant to one or more Department-approved work plans ("Work Plan" or "Work Plans") and this Order. The Work Plan(s)

under this Order shall address both on-Site and off-Site conditions and shall be developed and implemented in accordance with CERCLA, the NCP, and all statutes, regulations, and guidance documents then in effect and applicable to the Site. All Department-approved Work Plans shall be incorporated into and become an enforceable part of this Order and shall be attached as Exhibit "B." Upon approval of a Work Plan by the Department, Respondent shall implement such Work Plan in accordance with the schedule contained in such Work Plan. For purposes of this Order, "approval" shall mean acceptance of the document by the DEC without conditions. Nothing in this Subparagraph shall mandate that any particular Work Plan be submitted. Further, each Work Plan submitted shall use one of the following captions on the cover page:

1. "Site Characterization Work Plan" ("SC Work Plan"): a Work Plan the objective of which is to identify the presence of any hazardous waste disposed of at the Site. Such Work Plan shall be developed in accordance with Exhibit "F";
2. "Remedial Investigation/Feasibility Study Work Plan" ("RI/FS Work Plan"): a Work Plan the objective of which is to perform a Remedial Investigation and a Feasibility Study. Such Work Plan shall be developed and implemented in accordance with the requirements set forth in Exhibit "G";
3. "IRM Work Plan": a Work Plan the objective of which is to provide for an Interim Remedial Measure. Such Work Plan shall be developed in accordance with Exhibit "H";
4. "Remedial Design/Remedial Action Work Plan" ("RD/RA Work Plan"): a Work Plan the objective of which is to provide for the development and implementation of the final plans and specifications for implementing the remedial alternative set forth in the ROD. Such Work Plan shall be developed in accordance with Exhibit "I"; or
5. "OM&M Work Plan": a Work Plan the objective of which is to provide for all activities required to maintain and monitor the effectiveness of the Remedial Action or an IRM. Such Work Plan shall be developed in accordance with Exhibit "J."

B. Submission/Implementation of Work Plans

1. (a) The Work Plans required by this Order shall be submitted to the Department and implemented in accordance with the timeframes set forth below, except as modified by mutual consent of the parties, and shall generally be in accordance with the annual schedule attached to this Order as Exhibit "A":
 - i. Field work shall commence no later than forty-five (45) Days after the date any investigation workplan is approved;

- ii. The Remedial Investigation Report shall be submitted no later than one hundred and twenty (120) Days after completion of significant field work, or in accordance with the schedule contained in the approved Remedial Investigation Workplan;
- iii. The Feasibility Study shall be submitted no later than one hundred and eighty (180) Days after the date the Remedial Investigation Report is approved;
- iv. The Remedial Design Workplan shall be submitted no later than sixty (60) Days after the date the Record of Decision is received by Respondent;
- v. The Preliminary Remedial Design (50-90% submittal as defined by the approved Remedial Design Workplan) shall be submitted no later than ninety (90) Days after the date the Remedial Design Workplan is approved (unless a different schedule is required by the approved Remedial Design Workplan);
- vi. The Final Remedial Design shall be submitted no later than sixty (60) Days after the date the Department provides comments on the Preliminary Remedial Design unless a different schedule is established by the approved Final Remedial Design;
- vii. The Remedial Construction Contract shall be procured and awarded no later than ninety (90) Days after the date the Department approves the Final Remedial Design for bidding;
- viii. The contractor shall be mobilized no later than thirty (30) Days after the date the Remedial Construction Contract is awarded;
- ix. The Final Operation, Maintenance, and Monitoring Plan shall be submitted upon substantial completion of Remedial Construction; and
- x. The Final Engineering Report shall be submitted no later than sixty (60) Days after completion of Remedial Construction.

(b) The Department may request that Respondent submit such other, additional, or supplemental Work Plans as are appropriate to advance the Remedial Program at the Sites. Any such request for other, additional, or supplemental Work Plans shall be in writing and shall specify the reasons for making such request. Within thirty (30) Days after the Department's written request, Respondent shall advise the Department in writing whether it will submit and implement the requested additional Work Plan (or Supplemental Work Plan) or whether it intends to invoke the dispute resolution provisions of Paragraph XII. If Respondent elects to submit and implement such Work Plan, Respondent shall submit a Work Plan providing for implementation of the activities

requested within sixty (60) Days after such election. If Respondent elects to invoke dispute resolution, the schedule for implementation shall be modified pending said dispute.

(c) Respondent may, at Respondent's option, propose one or more additional or supplemental Work Plans (including one or more IRM Work Plans) at any time, which Work Plan(s) shall be reviewed for appropriateness and technical sufficiency.

(d) Any request made by the Department under Subparagraph II.B.1.(b) shall be subject to dispute resolution pursuant to Paragraph XII.

2. A Professional Engineer must stamp and sign all Work Plans other than a Work Plan for an RI/FS or an SC.

3. During all field activities, Respondent shall have on-Site a representative who is qualified to supervise the activities undertaken. Such representative may be an employee or a consultant retained by Respondent to perform such supervision.

C. Revisions to Work Plans

The Department shall notify Respondent in writing if the Department determines that any element of a Department-approved Work Plan needs to be modified in order to achieve the objectives of the Work Plan as set forth in Subparagraph II.A or to ensure that the Remedial Program otherwise protects human health and the environment. Upon receipt of such notification, Respondent shall, subject to Respondent's right to invoke dispute resolution process pursuant to Paragraph XII, submit a Work Plan for such requested work to the Department within sixty (60) Days after the date of the Department's written notice pursuant to this Subparagraph.

D. Submission of Final Reports and Annual Reports

1. In accordance with the schedule contained in a Work Plan, Respondent shall submit a final report which includes the caption of that Work Plan on the cover page and a certification that all requirements of the Work Plan have been complied with and all activities have been performed in full accordance with such Work Plan. Such certification shall be by the person with primary responsibility for the day to day performance of the activities under this Order and, except for RI and SC final reports, shall be by a Professional Engineer.

2. In the event a final report sets forth construction activities performed during the implementation of a Work Plan, such final report shall include "as built" drawings showing all changes made to the remedial design or the IRM.

3. In the event that the ROD for the Site, if any, or any Work Plan for the Site requires operation, maintenance, and monitoring (OM&M), including reliance upon

institutional or engineering controls, Respondent shall submit an annual report by the 1st Day of the month following the anniversary of the start of the OM&M.. Respondent shall file such annual report until the Department notifies Respondent in writing that it can be discontinued. Such annual report shall be signed by a Professional Engineer and shall contain a certification that any institutional and engineering controls put in place pursuant to this Order are still in place, have not been materially altered, and are still effective in achieving their objectives. Respondent shall notify the Department within twenty-four (24) hours of discovery of any upset, interruption, or termination of such controls without the prior approval of the Department. Further, Respondent shall take all reasonable actions required by the Department to maintain conditions at the Site that achieve the objectives of the Remedial Program and are protective of public health and the environment. An explanation of such upset, interruption, or termination of one or more controls and the steps taken in response shall be included in the foregoing notice and in the annual report required by this Subparagraph, as well as in any progress reports required by Paragraph III. Respondent can petition the Department for a determination that the institutional and/or engineering controls may be terminated. Such petition must be supported by a Professional Engineer stating that such controls are no longer necessary for the protection of public health and the environment. The Department shall not unreasonably withhold its approval of such petition.

E. Review of Submittals other than Progress Reports and Health and Safety Plans

1. The Department shall make a good faith effort to review and respond in writing to each of the submittals Respondent makes pursuant to this Order within sixty (60) Days. The Department's response shall include an approval or disapproval of the submittal, in whole or in part, and notification to Respondent of the Department's determination. All Department-approved submittals shall be incorporated into and become an enforceable part of this Order.

2. If the Department disapproves a submittal, it shall specify the reasons for its disapproval. Within thirty (30) Days after the date of the Department's written notice that Respondent's submittal has been disapproved or rejected, Respondent shall elect, in writing and subject to Subparagraph II.E.3, to either (i) modify the submittal to address the Department's comments, or (ii) invoke dispute resolution pursuant to Paragraph XII. If Respondent elects to modify the submittal, Respondent shall, within sixty (60) Days after such election, make a revised submittal to the Department that addresses all of the Department's stated reasons for disapproving the first submittal. In the event that Respondent's revised submittal is disapproved, the Department will set forth its reasons for such disapproval in writing and Respondent shall be in violation of this Order unless it invokes dispute resolution pursuant to Paragraph XII and its position prevails. Failure to make an election or failure to comply with the election is a violation of this Order.

3. In the event the rejected submittal is a Work Plan submitted prior to the Department's approval of the RD/RA Work Plan, Respondent shall have the option to invoke the dispute resolution process pursuant to Paragraph XII.

4. Within thirty (30) Days after the Department's approval of a final report, Respondent shall submit such final report to the Department, as well as all data gathered and drawings and submittals made pursuant to such Work Plan, in an electronic format acceptable to the Department. If any document cannot be converted into electronic format, Respondent shall so advise the Department and, if the Department concurs, submit such document in an alternative format acceptable to the Department.

F. Department's Issuance of a ROD

Respondent shall cooperate with the Department and provide reasonable assistance, consistent with the Citizen Participation Plan, in soliciting public comment on the proposed remedial action plan ("PRAP"), if any. After the close of the public comment period, the Department shall select a final remedial alternative for the Site in a ROD. Nothing in this Order shall be construed to abridge the rights of Respondent, as provided by law, to judicially challenge the Department's ROD.

G. Release and Covenant Not to Sue

Upon the Department's approval of either the RD/RA Work Plan final report or an IRM Work Plan final report evidencing that no further remedial action (other than OM&M activities) is required to meet the goals of the Remedial Program, then, except for the provisions of Paragraphs VI and VIII, and except for the future OM&M of the Site and any Natural Resource Damage claims, such acceptance shall constitute a release and covenant not to sue for each and every claim, demand, remedy, or action whatsoever against Respondent, its directors, officers, employees, agents, servants, successors, and assigns (except successors and assigns who were responsible under law for the development and implementation of a Remedial Program at the Site prior to the effective date of this Order), and their respective secured creditors, which the Department has or may have pursuant to Article 27, Title 13 of the ECL or pursuant to any other provision of State or Federal statutory or common law involving or relating to investigative or remedial activities relative to or arising from the disposal of hazardous wastes or hazardous substances (or other contaminants remediated by Respondent to the Department's satisfaction pursuant to the ROD or Work Plans) at the Site; provided, however, that the Department specifically reserves all of its rights concerning, and any such release and covenant not to sue shall not extend to any further investigation or remediation the Department deems necessary due to environmental conditions on-Site or off-Site which are related to the disposal of hazardous wastes at the Site and which indicate that the Remedial Program is not protective of public health and/or the environment. The Department shall notify Respondent, in writing, of such environmental conditions or information and its basis for determining that the Remedial Program is not protective of public health and/or the environment.

This release and covenant not to sue shall be null and void, *ab initio*, in the event of fraud relating to the execution or implementation of this Order or in the event of Respondent's failure to materially comply with any provision of this Order. The Department's determination that Respondent has committed fraud or has materially failed to comply with this Order shall be subject to dispute resolution.

Nothing herein shall be construed as barring, diminishing, adjudicating, or in any way affecting any legal or equitable rights or claims, actions, suits, causes of action, or demands whatsoever that (i) Respondent may have against anyone other than the Department, and (ii) the Department may have against anyone other than Respondent, its directors, officers, employees, agents, and servants, and those successors and assigns of Respondent that were not responsible under law for the development and implementation of a Remedial Program at the Site prior to the effective date of this Order, and their respective secured creditors.

III. Progress Reports

Respondent shall submit written progress reports to the parties identified in Subparagraph XI.A.1 by the 10th Day of each month commencing with the month subsequent to the approval of the first Work Plan and ending with the Termination Date, unless a different frequency is set forth in a Work Plan. Such reports shall, at a minimum, include: all actions taken pursuant to this Order during the previous reporting period and those anticipated for the next reporting period; all approved activity modifications (changes of work scope and/or schedule); all results of sampling and tests and all other data received or generated by or on behalf of Respondent in connection with the Site, whether under this Order or otherwise, in the previous reporting period, including quality assurance/quality control information; and information regarding percentage of completion, unresolved delays encountered or anticipated that may affect the future schedule, efforts made to mitigate such delays, and information regarding activities undertaken in support of the Citizen Participation Plan during the previous reporting period and those anticipated for the next reporting period. A format for progress reports is attached as Exhibit "E."

IV. Penalties

A. 1. Respondent's failure to comply with any term of this Order constitutes a violation of this Order, the ECL, and 6 NYCRR Section 375-1.2(d). Nothing herein abridges Respondent's right to contest, defend against, dispute, or disprove any such claim, assertion, or allegation that it has violated this Order.

2. Within thirty (30) Days after the effective date of this Order, Respondent may elect, in writing, addressed to the Department's project attorney with a copy to the Department's project manager, to opt out of the application of statutory penalties and, in lieu thereof, to have the following stipulated penalties apply in the event of Respondent's failure to comply with this Order:

<u>Period of Non-Compliance</u>	<u>Penalty Per Day</u>
1st through 15th day	\$ 500.00
16th through 30th day	\$ 1,000.00
31st day and thereafter	\$ 1,500.00

3. Payment of the penalties shall not in any way alter Respondent's obligation to complete performance under the terms of this Order.

B. 1. Respondent shall not suffer any penalty or be subject to any proceeding or action in the event it cannot comply with any requirement of this Order as a result of any event arising from causes beyond the reasonable control of Respondent, of any entity controlled by Respondent, and of Respondent's contractors, that delays or prevents the performance of any obligation under this Order despite Respondent's best efforts to fulfill the obligation ("Force Majeure Event"). The requirement that Respondent exercise best efforts to fulfill the obligation includes using best efforts to anticipate the potential Force Majeure Event, best efforts to address the effects of any such event as it is occurring, and best efforts following the Force Majeure Event, such that the delay is minimized to the greatest extent possible. "Force Majeure" does not include Respondent's economic inability to comply with any obligation, the failure of Respondent to make complete and timely application for any required approval or permit, and non-attainment of the goals, standards, and requirements of this Order.

2. Respondent shall notify the Department in writing within seven (7) Days after it obtains knowledge of any Force Majeure Event. Respondent shall include in such notice the measures taken and to be taken to prevent or minimize any delays and shall request an appropriate extension or modification of this Order. Failure to give such notice within such seven (7) Day period constitutes a waiver of any claim that a delay is not subject to penalties. Respondent shall be deemed to know of any circumstance which it, any entity controlled by it, or its contractors knew or should have known.

3. Respondent shall have the burden of proving by a preponderance of the evidence that (i) the delay or anticipated delay has been or will be caused by a Force Majeure Event; (ii) the duration of the delay or the extension sought was or will be warranted under the circumstances; (iii) best efforts were exercised to avoid and mitigate the effects of the delay; and (iv) Respondent complied with the requirements of Subparagraph IV.B.2 regarding timely notification.

4. If the Department agrees that the delay or anticipated delay is attributable to a Force Majeure Event, the time for performance of the obligations under this Order that are affected by the Force Majeure Event shall be extended by the Department for such time as is reasonably necessary to complete those obligations.

5. If Respondent asserts that an event provides a defense to non-compliance with this Order pursuant to Subparagraph IV.B and the Department rejects such

assertion, Respondent shall be in violation of this Order unless it invokes dispute resolution pursuant to Paragraph XII and Respondent's position prevails.

V. Entry upon Site

A. To the extent authorized by law, Respondent hereby consents, upon reasonable notice under the circumstances presented, to entry upon the Site (or areas in the vicinity of the Site which may be under the control of Respondent) by any duly designated officer or employee of the Department or any State agency having jurisdiction with respect to matters addressed pursuant to this Order, and by any agent, consultant, contractor, or other person so authorized by the Commissioner, all of whom shall abide by the health and safety rules in effect for the Site, for (i) inspecting, sampling, and copying records related to the contamination at the Site; (ii) implementing this Order; and (iii) testing and any other activities necessary to ensure Respondent's compliance with this Order. Upon request, Respondent shall (i) provide the Department with suitable office space at the Site, including access to a telephone, to the extent available; and (ii) permit the Department full access to all non-privileged records relating to matters addressed by this Order. Raw data is not considered privileged and that portion of any privileged document containing raw data must be provided to the Department. In the event Respondent is unable to obtain any authorization from third-party property owners necessary to perform its obligations under this Order, the Department may, consistent with its legal authority, assist in obtaining such authorizations.

B. The Department shall have the right to take its own samples and scientific measurements and the Department and Respondent shall have the right to obtain split samples, duplicate samples, or both, of all substances and materials sampled. The Department shall make the results of all sampling and scientific measurements taken under this Subparagraph available to Respondent.

VI. Payment of State Costs

A. 1. Respondent shall continue to fund environmental monitors. Funds required to support the monitoring requirements shall be provided to the Department in a sum based upon annual environmental monitor service costs, in an amount that will maintain an account balance sufficient to meet the next year's anticipated expenses, subject to revision on an annual basis. Respondent will be billed annually for each fiscal year beginning April 1, 2004, with payments to be made in advance of the period in which they will be expended.

2. The Department may revise the required payment on an annual basis to include all costs of monitoring incurred by the Department. The annual revision may take into account factors such as inflation, salary increases, the need for additional environmental monitors, and supervision of the environmental monitors. The Department will provide a written explanation of the basis for any modification upon Respondent's request. The

Department will notify Respondent of any revisions at least sixty (60) days in advance of any such revisions.

B. Within forty-five (45) Days after receipt of an itemized invoice from the Department, Respondent shall pay to the Department a sum of money which shall represent reimbursement for State Costs for work performed at or in connection with the Site through and including the Termination Date.

C. Personal service costs shall be documented by reports of Direct Personal Service, which shall identify the employee name, title, biweekly salary, and time spent (in hours) on the project during the billing period, as identified by an assigned time and activity code. Approved agency fringe benefit and indirect cost rates shall be applied. Non-personal service costs shall be summarized by category of expense (*e.g.*, supplies, materials, travel, contractual) and shall be documented by expenditure reports. The Department shall not be required to provide any other documentation of costs, provided however, that the Department's records shall be available consistent with, and in accordance with, Article 6 of the Public Officers Law.

D. Such invoice shall be sent to Respondent at the following address:

Charles Willard
Niagara Mohawk Power Corporation
300 Erie Boulevard West
Syracuse, New York 13202

E. Each such payment shall be made payable to the Department of Environmental Conservation and shall be sent to:

Bureau of Program Management
Division of Environmental Remediation
New York State Department of Environmental Conservation
625 Broadway
Albany, NY 12233-7010.

F. Each party shall provide written notification to the other within ninety (90) Days of any change in the foregoing addresses.

G. Respondent may contest, in writing, invoiced costs under Subparagraph VI.B if it believes that (i) the cost documentation contains clerical, mathematical, or accounting errors; (ii) the costs are not related to the State's activities with respect to the Remedial Program for the Site; or (iii) the Department is not otherwise legally entitled to such costs. If Respondent objects to an invoiced cost, Respondent shall pay all costs not objected to within the time frame set forth in Subparagraph VI. A and shall, within thirty (30) Days after its receipt of an invoice, identify, in writing, all costs objected to and the basis of the

objection. This objection shall be filed with the BPM Director. The BPM Director or the BPM Director's designee shall have the authority to relieve Respondent of the obligation to pay invalid costs. Within forty-five (45) Days after the date of the Department's determination of the objection, Respondent shall either pay to the Department the amount which the BPM Director or the BPM Director's designee determines Respondent is obligated to pay or commence an action or proceeding seeking appropriate judicial relief.

H. In the event any instrument for the payment of any money due under this Order fails of collection, such failure of collection shall constitute a violation of this Order, provided that (i) the Department gives Respondent written notice of such failure of collection, and (ii) the Department does not receive from Respondent a certified check or bank check in the amount of the uncollected funds within fourteen (14) Days after the date of the Department's written notification.

VII. Reservation of Rights

A. Except as provided in Subparagraph II.G, nothing contained in this Order shall be construed as barring, diminishing, adjudicating, or in any way affecting any of the Department's rights or authorities, including, but not limited to, the right to require performance of further investigations and/or response action(s), to recover natural resource damages, and/or to exercise any summary abatement powers with respect to any person, including Respondent.

B. Except as otherwise provided in this Order, Respondent specifically reserves all rights and defenses under applicable law respecting any Departmental assertion of remedial liability and/or natural resource damages against Respondent, and further reserves all rights respecting the enforcement of this Order, including the rights to notice, to be heard, to appeal, and to any other due process. The existence of this Order or Respondent's compliance with it shall not be construed as an admission of liability, fault, wrongdoing, or breach of standard of care by Respondent, and shall not give rise to any presumption of law or finding of fact, or create any rights, or grant any cause of action, which shall inure to the benefit of any third party. Further, Respondent reserves such rights as it may have to seek and obtain contribution, indemnification, and/or any other form of recovery from its insurers and from other potentially responsible parties or their insurers for past or future response and/or cleanup costs or such other costs or damages arising from the contamination at the Site as may be provided by law.

VIII. Indemnification

Respondent shall indemnify and hold the Department, the State of New York, and their representatives and employees harmless for all third-party claims, suits, actions, damages, and costs of every name and description arising out of or resulting from the fulfillment or attempted fulfillment of this Order by Respondent and/or any of Respondent's directors, officers, employees, servants, agents, successors, and assigns except for liability

arising from (i) vehicular accidents occurring during travel to or from the Site; or (ii) willful, wanton, or malicious acts or omissions, and acts or omissions constituting gross negligence or criminal behavior by the Department, the State of New York, and/or their representatives and employees during the course of any activities conducted pursuant to this Order. The Department shall provide Respondent with written notice no less than thirty (30) Days prior to commencing a lawsuit seeking indemnification pursuant to this Paragraph.

IX. Public Notice

A. Within sixty (60) Days after the effective date of this Order, Respondent shall cause to be filed a Department-approved Notice of Order, which Notice shall be substantially similar to the Notice of Order attached to this Order as Exhibit "C," with the Clerk of the County wherein the Site is located to give all parties who may acquire any interest in the Site notice of this Order. Within sixty (60) Days of such filing (or such longer period of time as may be required to obtain a certified copy, provided Respondent advises the Department of the status of its efforts to obtain same within such thirty (30) Days), Respondent shall also provide the Department with a copy of such instrument certified by such County Clerk (or the City Register) to be a true and faithful copy.

B. If Respondent proposes to convey the whole or any part of Respondent's ownership interest in the Site, or becomes aware of such conveyance, Respondent shall, not fewer than forty-five (45) Days before the date of conveyance, or within forty-five (45) Days after becoming aware of such conveyance, notify the Department in writing of the identity of the transferee and of the nature and proposed or actual date of the conveyance, and shall notify the transferee in writing, with a copy to the Department, of the applicability of this Order. However, such obligation shall not extend to a conveyance by means of a corporate reorganization or merger or the granting of any rights under any mortgage, deed, trust, assignment, judgment, lien, pledge, security agreement, lease, or any other right accruing to a person not affiliated with Respondent to secure the repayment of money or the performance of a duty or obligation.

X. Declaration of Covenants and Restrictions

A. 1. If a Department-approved Work Plan or the ROD for the Site, if any, relies upon one or more institutional controls, Respondent shall, within thirty (30) Days after the Department's approval of such Work Plan or within ninety (90) Days after issuance of the ROD, whichever is earlier, submit to the Department for approval a Declaration of Covenants and Restrictions to run with the land which provides for covenants and restrictions consistent with the Work Plan or the ROD. This submittal shall be substantially similar to Exhibit "D." Respondent shall cause such instrument to be recorded with the Clerk of the County wherein the Site is located within thirty (30) Days of the Department's approval of such instrument. Respondent shall provide the Department with a copy of such instrument certified by such County Clerk to be a true and faithful copy within thirty (30) Days after such recording (or such longer period of time as may be required to obtain a

certified copy, provided Respondent advises the Department of the status of its efforts to obtain same within such thirty (30) Day period). If Respondent's compliance with this Subparagraph X.A. would interfere with the rights of a third-party property owner, Respondent shall so notify the Department in writing and an alternate approach shall be developed.

2. Respondent may petition the Department to modify or terminate the Declaration of Covenants and Restrictions filed pursuant to Subparagraph X.A.1 at such time as it can certify that reliance upon such covenants and restrictions is no longer required to meet the goals of the Remedial Program. Such certification shall be made by a Professional Engineer. The Department shall not unreasonably withhold its consent to such petition.

B. If the ROD provides for "no action" other than implementation of one or more institutional controls, the Department shall request Respondent to cause same to be recorded under the provisions of Subparagraph X.A.1. If Respondent does not cause such institutional control(s) to be recorded, Respondent cannot obtain a release and covenant not to sue pursuant to Subparagraph II.G.

XI. Communications

A. All written communications required by this Order shall be transmitted by United States Postal Service, by private courier service, or hand delivered as follows:

1. Communication from Respondent shall be sent to:

Robert Schick, P.E.
Division of Environmental Remediation
New York State Department of Environmental Conservation
625 Broadway
Albany, New York 12233-7010
Note: three copies of work plans are required to be sent.

with copies to:

Gary Litwin
Bureau of Environmental Exposure Investigation
New York State Department of Health
Flanigan Square
547 River Street
Troy, New York 12180-2216
Note: two copies of work plans are required to be sent, and

The Regional Director for the Region the Site is located in:

Regional Director, Region 4
New York State Department of Environmental Conservation
1150 North Westcott Road
Schenectady, New York 12306-2014, or

Regional Director, Region 5
New York State Department of Environmental Conservation
Route 86, P.O. Box 296
Ray Brook, New York 12977-0296, or

Regional Director, Region 6
New York State Department of Environmental Conservation
317 Washington Avenue
Watertown, New York 13601, or

Regional Director, Region 7
New York State Department of Environmental Conservation
615 Erie Boulevard West
Syracuse, New York 13204-2400, and

Deborah Christian
Division of Environmental Enforcement
New York State Department of Environmental Conservation
625 Broadway
Albany, New York 12233-5500
Note: correspondence only

2. Communication to be made from the Department to Respondent shall be sent to:

Allyson Donahue
National Grid
55 Bearfoot Road
Northboro, Massachusetts 01532

Charles Willard
Niagara Mohawk Power Corporation
300 Erie Boulevard West
Syracuse, New York 13202

William Holzhauer
Niagara Mohawk Power Corporation
300 Erie Boulevard West
Syracuse, New York 13202

B. The Department and Respondent reserve the right to designate additional or different addressees for communication upon written notice to the other.

C. Each party shall notify the other within ninety (90) Days after any change in the addresses in this Paragraph XI or in Paragraph VI.

XII. Dispute Resolution

A. If Respondent disagrees with the Department's notice under (i) Subparagraph II.B requesting other, additional, or supplemental Work Plans; (ii) Subparagraph II.C requesting modification of a Department-approved Work Plan; (iii) Subparagraph II.E disapproving a submittal, a proposed Work Plan, or a final report; (iv) Subparagraph II.G finding that Respondent materially failed to comply with the Order; (v) Subparagraph IV.B rejecting Respondent's assertion of a Force Majeure Event; or (vi) Subparagraph XIV.G.2.iii requesting modification of a time frame or any other subparagraph providing for dispute resolution under this section, Respondent may, within thirty (30) Days of its receipt of such notice, request, in writing, informal negotiations with the Department in an effort to resolve the dispute. A copy of such request shall be sent by Respondent to the appropriate Remedial Bureau Chief in the Department's Central Office. The Department and Respondent shall consult together in good faith and exercise best efforts to resolve any differences or disputes without resort to the procedures described in Subparagraph XII.B. The period for informal negotiations shall not exceed thirty (30) Days from Respondent's request for informal negotiations. If the parties cannot resolve a dispute by informal negotiations during this period, the Department's position shall be considered binding unless Respondent notifies the Department in writing within thirty (30) Days after the conclusion of the thirty (30) Day period for informal negotiations that it invokes the dispute resolution provisions provided under Subparagraph XII.B.

B. 1. Respondent shall file with the OH&M a request for formal dispute resolution and a written statement of the issues in dispute, the relevant facts upon which the dispute is based, factual data, analysis, or opinion supporting its position, and all supporting documentation upon which Respondent relies (hereinafter called the "Statement of Position"). A copy of such request and written statement shall be provided contemporaneously to the Director and to the parties listed under Subparagraph XI.A.1.

2. The Department shall serve its Statement of Position no later than twenty (20) Days after receipt of Respondent's Statement of Position.

3. Respondent shall have the burden of proving by substantial evidence that the Department's position does not have a rational basis and should not prevail. The OH&M can conduct meetings, in person or via telephone conferences, and request additional information from either party if such activities will facilitate a resolution of the issues.

4. The OH&M shall prepare and submit a report and recommendation to the Director. The Director shall issue a final decision resolving the dispute in a timely manner. The final decision shall constitute a final agency action and Respondent shall have the right to seek judicial review of the decision pursuant to Article 78 of the CPLR provided that Respondent notifies the Department within thirty (30) Days after receipt of a copy of the final decision of its intent to commence an Article 78 proceeding and commences such proceeding within sixty (60) Days after receipt of a copy of the Director's final decision. Respondent shall be in violation of this Order if it fails to comply with the final decision resolving this dispute within forty-five (45) Days after the date of such final decision, or such other time period as may be provided in the final decision, unless it seeks judicial review of such decision within the sixty (60) Day period provided. In the event that Respondent seeks judicial review, Respondent shall be in violation of this Order if it fails to comply with the final Court Order or settlement within thirty (30) Days after the effective date of such Order or settlement, unless otherwise directed by the Court. For purposes of this Subparagraph, a Court Order or settlement shall not be final until the time to perfect an appeal of same has expired.

5. The invocation of dispute resolution shall not extend, postpone, or modify Respondent's obligations under this Order with respect to any item not in dispute unless or until the Department agrees or a Court determines otherwise. The invocation of the procedures set forth in this Paragraph XII shall constitute an election of remedies and such election shall constitute a waiver of any and all other administrative remedies which may otherwise be available to Respondent regarding the issue in dispute.

6. The Department shall keep an administrative record of any proceedings under this Paragraph XII which shall be available consistent with Article 6 of the Public Officers Law.

7. Nothing in this Paragraph XII shall be construed as an agreement by the parties to resolve disputes through administrative proceedings pursuant to the State Administrative Procedure Act, the ECL, or 6 NYCRR Part 622 or Section 375-2.1.

8. Nothing contained in this Order shall be construed to authorize Respondent to invoke dispute resolution with respect to the remedy selected by the Department in the ROD or any element of such remedy, nor to impair any right of Respondent to seek judicial review of the Department's selection of any remedy.

XIII. Termination of Order

A. This Order will terminate upon the Department's written determination that Respondent has completed all phases of the Remedial Program (including OM&M), in which event the termination shall be effective on the 5th Day after the Department issues its approval of the final report relating to the final phase of the Remedial Program.

B. Notwithstanding the foregoing, the provisions contained in Paragraphs VI and VIII shall survive the termination of this Order and any violation of such surviving Paragraphs shall be a violation of this Order, the ECL, and 6 NYCRR Section 375-1.2(d), subjecting Respondent to penalties as provided under Paragraph IV so long as such obligations accrued on or prior to the Termination Date.

XIV. Miscellaneous

A. Respondent shall retain professional consultants, contractors, laboratories, quality assurance/quality control personnel, and third party data validators (“Respondent’s Contractors”) acceptable to the Department to perform the technical, engineering, and analytical obligations required by this Order. To the extent that the Department has not previously approved Respondent’s Contractors for the work contemplated by this Order, Respondent shall submit the experience, capabilities, and qualifications of Respondent’s Contractors to the Department within ten (10) Days after the effective date of this Order or at least thirty (30) Days before the start of any activities for which Respondent and such firms or individuals will be responsible. The Department’s approval of these firms or individuals shall be obtained prior to the start of any activities for which such firms or individuals will be responsible. The responsibility for the performance of the professionals retained by Respondent shall rest solely with Respondent. Subject to the requirements of this Subparagraph, Respondent retains the right to select or change firms or individuals in its sole discretion.

B. Respondent shall allow the Department to attend and shall notify the Department at least seven (7) Days in advance of any field activities as well as any pre-bid meetings, job progress meetings, the substantial completion meeting and inspection, and the final inspection and meeting; nothing in this Order shall be construed to require Respondent to allow the Department to attend portions of meetings where privileged matters are discussed.

C. Respondent shall use “best efforts” to obtain all Site access, permits, easements, rights-of-way, rights-of-entry, approvals, institutional controls, or authorizations necessary to perform Respondent’s obligations under this Order, except that the Department may exempt Respondent from the requirement to obtain any permit issued by the Department for any activity that is conducted on the Site and that the Department determines satisfies all substantive technical requirements applicable to like activity conducted pursuant to a permit. If, despite Respondent’s best efforts, any necessary Site access, permits, easements, rights-of-way, rights-of-entry, approvals, institutional controls, or authorizations required to perform this Order are not obtained within forty-five (45) Days after approval of a Work Plan that requires such access, Respondent shall promptly notify the Department, and shall include in that notification a summary of the steps Respondent has taken to obtain access. The Department may, as it deems appropriate and within its authority, assist Respondent in obtaining access. If any interest in property is needed to implement an institutional control required by a Work Plan and such interest cannot be obtained, the Department may require

Respondent to modify the Work Plan pursuant to Subparagraph II.C of this Order to reflect changes necessitated by the lack of access and/or approvals.

D. Respondent and Respondent's successors and assigns shall be bound by this Order. Any change in ownership or corporate status of Respondent including, but not limited to, any transfer of assets or real or personal property, shall in no way alter Respondent's responsibilities under this Order.

E. Respondent shall provide a copy of this Order to each contractor hired to perform work required by this Order and shall condition all contracts entered into pursuant to this Order upon performance in conformity with the terms of this Order. Respondent or its contractor(s) shall provide written notice of this Order to all subcontractors hired to perform any portion of the work required by this Order. Respondent shall nonetheless be responsible for ensuring that Respondent's contractors and subcontractors perform the work in satisfaction of the requirements of this Order.

F. The paragraph headings set forth in this Order are included for convenience of reference only and shall be disregarded in the construction and interpretation of any provisions of this Order.

G. 1. The terms of this Order shall constitute the complete and entire agreement between the Department and Respondent concerning implementation of the activities required by this Order. No term, condition, understanding, or agreement purporting to modify or vary any term of this Order shall be binding unless made in writing and subscribed by the party to be bound. No informal advice, guidance, suggestion, or comment by the Department shall be construed as relieving Respondent of Respondent's obligation to obtain such formal approvals as may be required by this Order. In the event of a conflict between the terms of this Order and any Work Plan submitted pursuant to this Order, the terms of this Order shall control over the terms of the Work Plan(s) attached as Exhibit "B."

2. i. Except as set forth herein, if Respondent desires that any provision of this Order be changed, other than a provision of a Work Plan or a time frame, Respondent shall make timely written application to the Commissioner with copies to the parties listed in Subparagraph XI.A.1. The Commissioner or the Commissioner's designee shall timely respond.

ii. Changes to a Work Plan shall be accomplished as set forth in Subparagraph II.C of this Order.

iii. Changes to a time frame set forth in this Order shall be accomplished by a written request to the Department's project attorney and project manager, which request shall be timely responded to in writing. The Department's decision relative to the request for a time frame change shall be subject to dispute resolution pursuant to Paragraph XII.

H. 1. If there are multiple parties signing this Order, the term "Respondent" shall be read in the plural where required to give meaning to this Order. Further, the obligations of Respondents under this Order are joint and several and the insolvency of or failure by any Respondent to implement any obligations under this Order shall not affect the obligations of the remaining Respondent(s) to carry out the obligations under this Order.

2. If Respondent is a partnership, the obligations of all general partners, including limited partners who act as general partners, to finance and perform obligations under this Order and to pay amounts owed to the Department under this Order are joint and several. In the event of the insolvency of or the failure of any of the general partners to implement the requirements of this Order, the remaining general partners shall complete all such requirements.

3. Notwithstanding the foregoing Subparagraphs XIV.H.1 and 2, if multiple parties sign this Order as Respondents but not all of the signing parties elect, pursuant to Subparagraph II.B, to implement a Work Plan, then all Respondents are jointly and severally liable for each and every obligation under this Order through the completion of the activities in such Work Plan that all such parties consented to; thereafter, only those Respondents electing to perform additional work shall be jointly and severally liable under this Order for the obligations and activities under such additional Work Plan(s). The parties electing not to implement the additional Work Plan(s) shall have no obligations under this Order relative to the activities set forth in such Work Plan(s). Further, only those Respondents electing to implement such additional Work Plan(s) shall be eligible to receive the release and covenant not to sue provided under Subparagraph II.G.

I. To the extent authorized under 42 U.S.C. Section 9613, New York General Obligations Law § 15-108, and any other applicable law, Respondent shall be deemed to have resolved its liability to the State for purposes of contribution protection provided by CERCLA Section 113(f)(2) for "matters addressed" pursuant to and in accordance with this Order. "Matters addressed" in this Order shall mean all response actions taken by Respondent to implement this Order or any Predecessor Order for the Sites and all response costs incurred and to be incurred by any person or party in connection with the work performed under this Order or any Predecessor Order, which costs have been paid by Respondent, including reimbursement of State Costs pursuant to this Order or any Predecessor Order. Furthermore, to the extent authorized under 42 U.S.C. Section 9613(f)(3)(B), by entering into this administrative settlement of liability, if any, for some or all of the response action and/or for some or all of the costs of such action, Respondent is entitled to seek contribution from any person except those who are entitled to contribution protection under 42 U.S.C. Section 9613(f)(2).

J. All activities undertaken by Respondent pursuant to this Order shall be performed in accordance with the requirements of all applicable Federal and State laws, regulations, and guidance documents.

K. Unless otherwise expressly provided herein, terms used in this Order which are defined in ECL Article 27, Title 13 or in regulations promulgated under such statute shall have the meaning assigned to them under said statute or regulations. Whenever terms listed in the Glossary attached hereto are used in this Order or in the attached Exhibits, the definitions set forth in the Glossary shall apply. In the event of a conflict, the definition set forth in the Glossary shall control.

L. Respondent's obligations under this Order represent payment for or reimbursement of response costs, and shall not be deemed to constitute any type of fine or penalty.

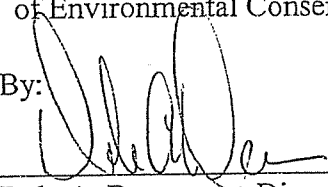
M. This Order may be executed for the convenience of the parties hereto, individually or in combination, in one or more counterparts, each of which for all purposes shall be deemed to have the status of an executed original and all of which shall together constitute one and the same.

N. The effective date of this Order is the 10th Day after the date the Commissioner or the Commissioner's designee signs this Order.

DATED: NOV - 7 2003

ERIN M. CROTTY
Commissioner
New York State Department
of Environmental Conservation

By:



Dale A. Desnoyers, Director
Division of Environmental Remediation

CONSENT BY RESPONDENT

Respondent hereby consents to the issuing and entering of this Order, waives Respondent's right to a hearing herein as provided by law, and agrees to be bound by this Order.

By: Clement E. Nadeau
Clement E. Nadeau
Title: Senior Vice President, New York
Distribution Operations
Date: October 23, 2003

Wgt
12/22/03

STATE OF NEW YORK)
) s.s.:
COUNTY OF UNONDAGA)

On the 23rd day of October, in the year 2003, before me, the undersigned, personally appeared Clement E. Nadeau, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (~~are~~) subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

[Signature]
Signature and Office of individual
taking acknowledgment

VICKI L. PIAZZA
Notary Public in the State of New York
Qualified in Onondaga County, No. 4848074
My Commission Expires March 30, 2004

EXHIBIT "A"

Annual Schedule

The attached Annual Schedule is subject to modification based upon construction related contingencies which may include regulatory review and approval schedules, permitting processes, access agreements with land owners, unanticipated field conditions that are beyond Respondent's control, and force majeure events; delay in a project shall result in acceleration or substitution of other projects or program elements to maintain the level of effort identified for a given year. The schedule may be re-evaluated periodically.

Site Name	SFY 2003 NMFY 2004	SFY 2004 NMFY 2005	SFY 2005 NMFY 2006	SFY 2006 NMFY 2007	SFY 2007 NMFY 2008	SFY 2008 NMFY 2009	SFY 2009 NMFY 2010	SFY 2010 NMFY 2011
Albion (V)	RI 11/03	ROD 9/04	RD 2/05					RA
Fort Plain (V) - Hancock St.	RI 11/03	TS/FS 9/04	ROD 10/05	RD 2/06				RA
Fulton (C)	RI	RI	FS 4/05 ROD 12/05	RD 2/06			RA	
*Glens Falls(C) OU1 Mohican 1-Sewer/Gas 2- Wall/Canal 3- Cap/Soil/Str.	ROD 3/03 demo bldg 03 RD 2/04 RD 2/04	City dependent RD 3/04	End 2 2/05	RA 3/06	End			
OU2 River	RI	RI FS	ROD 3/05	RD 2/06			RA	
*Gloversville (C) - Hill St.	FS ROD 6/04 2/03	City dependent RD 2/04	RD 6/05 RD 2/06	RD 2/06		RA		
Ilion (V)	dr /eval add RI	FS	RD 2/05	RD 2/06		RA		
Johnstown (C)	RI 12/03	FS 10/04 ROD 3/05 RD 2/04		RD 2/06				RA
North Albany	pilot	FS 8/04 ROD 9/04	RD 2/05	RD 2/06		RA		
Oneida (C) - Sconodda St.	RD 2/04			RA		End		
Rome (C) - Jay/Madison	RI	RI	FS	ROD 3/06	RD 2/06	RD 2/06		RA
Rome (C) - KingsOU1	RD 2/05			RA				
OU2 Off-site	RI	FS ROD 3/05	RD 6/05	RA				
Schenectady (C) - Seneca	NFA 3/03 OM 2/03							

*Work Plan submitted to DEC, revised schedule pending
Niagara Mohawk Last Updated 10/22/03
SFY200x = NMFYy = 4/1/0x to 3/31/0y
Bold = class 2 site

Site Name	SFY 2003 NMFY 2004	SFY 2004 NMFY 2005	SFY 2005 NMFY 2006	SFY 2006 NMFY 2007	SFY 2007 NMFY 2008	SFY 2008 NMFY 2009	SFY 2009 NMFY 2010	SFY 2010 NMFY 2011
Schenectady (C) - B' way	add inv	FS	ROD7/05	RD		RA		
Syracuse (C) - Hiawatha	RI	FS 11/04	ROD3/05	RD			RA	
Syracuse (C) - Erie Blvd.	RI	FS	ROD 12/05	RD			RA	
Troy (C) -OU1 Smith St.	RI	RI 9/04 FS 1/05	ROD 6/05	RD				RA
OU2 Ingalls	8/03							
Troy - WaterLF OU1 Area 4	RA5/03							
Troy - Water Sed. OU2 Area4	FSin RD9/01	ROD 6/04 RD	RM		Final FS ROD 12/07(2yr post- upland RA)	RD	RA	
Troy - Water Area 2 MGP Site	RD9/01		RA					
*Utica (C) -H. Pt OU1 - MGP	RD	RA	RA					
OU2 - Mohawk	RI12/03	FS	ROD6/05	RD				
*OU3 - Harbor/DSAs	RD	RA						
Watertown (C) - Engine St.	RI 3/04 RM	FS ROD 3/05	RD	RD				

5

EXHIBIT "B"

Department-Approved Work Plan(s)

capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed this instrument.

Notary Public

Appendix "A"

(to Exhibit "C")

Map of the Property

1

EXHIBIT "D"

Declaration of Covenants and Restrictions

THIS COVENANT, made the __ day of _____ 2003, by _____, a [natural person residing at _____ / partnership organized and existing under the laws of the State of _____ and having an office for the transaction of business at/ corporation organized and existing under the laws of the State of _____] and having an office for the transaction of business at :

WHEREAS, _____ is the owner of an inactive hazardous waste disposal site which is listed in the Registry of Inactive Hazardous Waste Disposal Sites in New York State as Site Number _____ located on _____ Street in the City of _____, _____ County, State of New York, which is part of lands conveyed by _____ to _____ by deed dated _____ and recorded in the _____ County Clerk's Office on _____ in Book _____ of Deeds at Page _____ and being more particularly described in Appendix "A," attached to this declaration and made a part hereof, and hereinafter referred to as "the Property"; and

WHEREAS, the Property is the subject of a consent order issued by the New York State Department of Environmental Conservation to Niagara Mohawk Power Corporation; and

WHEREAS, the New York State Department of Environmental Conservation set forth a remedy to eliminate or mitigate all significant threats to the environment presented by hazardous waste disposal at the Site in a Record of Decision ("ROD") dated _____, and such ROD or the Work Plan for the implementation of the ROD required that the Property be subject to restrictive covenants.

NOW, THEREFORE, _____, for itself and its successors and/or assigns, covenants that:

First, the Property subject to this Declaration of Covenants and Restrictions is as shown on a map attached to this declaration as Appendix "B" and made a part hereof, and consists of [insert metes and bounds description]

Second, unless prior written approval by the New York State Department of Environmental Conservation or, if the Department shall no longer exist, any New York State agency or agencies subsequently created to protect the environment of the State and the health of the State's citizens, hereinafter referred to as "the Relevant Agency," is first obtained, no person shall engage in any activity that will, or that reasonably is anticipated to, prevent or interfere significantly with any proposed, ongoing or completed program at the Property or that will, or is reasonably foreseeable to, expose the public health or the environment to a significantly increased threat of harm or damage.

Third, the owner of the Property shall maintain the cap covering the Property by maintaining its grass cover or, after obtaining the written approval of the Relevant Agency, by capping the Property with another material.

Fourth, the owner of the Property shall prohibit the Property from ever being used for purposes other than for [define Use] without the express written waiver of such prohibition by the Relevant Agency.

Fifth, the owner of the Property shall prohibit the use of the groundwater underlying the Property without treatment rendering it safe for drinking water or industrial purposes, as appropriate, unless the user first obtains permission to do so from the Relevant Agency.

Sixth, the owner of the Property shall continue in full force and effect any institutional and engineering controls the Department required Respondent to put into place and maintain unless the owner first obtains permission to discontinue such controls from the Relevant Agency.

Seventh, this Declaration is and shall be deemed a covenant that shall run with the land and shall be binding upon all future owners of the Property and shall provide that the owner, and its successors and assigns, consents to the enforcement by the Relevant Agency of the prohibitions and restrictions that Paragraph X of the Order requires to be recorded, and hereby covenants not to contest the authority of the Department to seek enforcement.

Eighth, any deed of conveyance of the Property, or any portion thereof, shall recite, unless the Relevant Agency has consented to the termination of such covenants and restrictions, that said conveyance is subject to this Declaration of Covenants and Restrictions.

IN WITNESS WHEREOF, the undersigned has executed this instrument the day written below.

[acknowledgment]

EXHIBIT "E"

Progress Report Format

Monthly Report for *insert month/year*

Site Name:

Operable Unit: *(if applicable)*

- I. Field Activities
- II. Deliverables in (previous month, year) (including sampling/testing results)
- III. Planned Activities for (upcoming month, year)
- IV. Schedule Changes
- V. Work Plan Modifications
- VI. Citizen Participation Activities
- VII. Problems Encountered/Efforts to Mitigate Delays

Schedule

Existing Schedule

Revised Date

- a) SC WP Submit:
- b) SC Report Submit:
- c) RI WP Submit:
- d) RI Report Submit:
- e) FS Submit:
- f) PRAP issued:
- g) ROD issued:
- h) RD WP Submit:
- i) RD Submit:

j) IRM: *Identify all IRMs by name and repeat for multiple IRMs*

- i) RA/RD WP submit
- ii) IRM start
- iii) IRM end

k) Construction Start:

l) Construction End:

EXHIBIT "F"

SC Work Plan Requirements

The SC Work Plan shall include but not be limited to:

1. A chronological description of the anticipated SC activities together with a schedule for the performance of these activities.
2. A Sampling and Analysis Plan that shall include:
 - (i) A quality assurance project plan that describes the quality assurance and quality control protocols necessary to achieve the initial data quality objectives. This plan shall designate a data validation expert and must describe such individual's qualifications and experience;
 - (ii) A field sampling plan that defines sampling and data gathering methods in a manner consistent with the "Field Methods Compendium," OSWER Directive 9285.2-11 (draft June 1993), as supplemented by the Department; and
 - (iii) A health and safety plan to protect persons at and in the vicinity of the Site during the performance of the SC which shall be prepared in accordance with 29 CFR 1910 and all other applicable standards by a certified health and safety professional. Respondent shall add supplemental items to this plan necessary to ensure the health and safety of all persons at or in the vicinity of the Site during the performance of any work pursuant to this Order.
3. The Work Plan shall incorporate all elements of an SC as set forth in Department technical and administrative guidance documents including, but not limited to, investigations of surface and subsurface soils, surface waters, ground water, and air.
4. The SC must be sufficiently comprehensive to allow the Department to determine whether a consequential amount of hazardous waste has been disposed at the Site and, if so, whether the contamination presents a significant threat to public health and/or the environment.

EXHIBIT "G"

RI/FS Work Plan Requirements

The Investigation Work Plan shall include but not be limited to:

1. A chronological description of the anticipated RI/FS activities together with a schedule for the performance of these activities.
2. A Sampling and Analysis Plan that shall include:
 - (i) A quality assurance project plan that describes the quality assurance and quality control protocols necessary to achieve the initial data quality objectives. This plan shall designate a data validation expert and must describe such individual's qualifications and experience;
 - (ii) A field sampling plan that defines sampling and data gathering methods in a manner consistent with the "Field Methods Compendium," OSWER Directive 9285.2-11 (draft June 1993), as supplemented by the Department;
 - (iii) A health and safety plan to protect persons at and in the vicinity of the Site during the performance of the RI/FS which shall be prepared in accordance with 29 CFR 1910 and all other applicable standards by a certified health and safety professional. Respondent shall add supplemental items to this plan necessary to ensure the health and safety of all persons at or in the vicinity of the Site during the performance of any work pursuant to this Order; and
 - (iv) A citizen participation plan that is, at a minimum, consistent with the Department's publication "Citizen Participation in New York's Hazardous Waste Site Remediation Program: A Guidebook," dated June 1998, any subsequent revisions thereto, and 6 NYCRR Part 375.
3. The Work Plan shall incorporate all elements of an RI/FS as set forth in CERCLA, as amended, the NCP, the USEPA guidance document entitled "Guidance for Conducting Remedial Investigations and Feasibility Studies under CERCLA," dated October 1988, and any subsequent revisions thereto in effect at the time the RI/FS Work Plan is submitted, and appropriate USEPA and Department technical and administrative guidance documents.
4. The Work Plan shall provide for an FS evaluating on-Site and off-Site remedial actions to restore the Site to pre-disposal conditions, to the extent feasible and authorized by law. At a minimum, alternatives shall evaluate the elimination or mitigation of all significant threats to the public health and to the environment presented by hazardous waste disposed at the Site through the proper application of scientific and engineering principals.

EXHIBIT "H"

IRM Work Plan Requirements

The IRM Work Plan shall include, at a minimum, the following:

1. a summary of the data supporting the extent of the proposed IRM;
2. a chronological description of the anticipated IRM activities;
3. a schedule for performance of the IRM activities;
4. detailed documents and/or specifications prepared, signed, and sealed by a Professional Engineer providing sufficient detail to implement the Department-approved IRM, including, as appropriate, a description of soil and sediment erosion control, storm water management and monitoring, and dust, odor, and organic vapor control and monitoring procedures to be implemented during remedial activities, and a detailed description of confirmation sampling and site restoration plans;
5. a health and safety plan, including a community air monitoring plan;
6. a contingency plan, including a description of procedures for dismantling and removing remedial structures and equipment from the Site, if applicable;
7. a citizen participation plan, if required, that incorporates appropriate activities outlined in the Department's publication "Citizen Participation in New York's Hazardous Waste Site Remediation Program: A Guidebook," dated June 1998, any subsequent revisions thereto, and 6 NYCRR Part 375;
8. an OM&M Plan, if the performance of the Department-approved IRM results in a treatment system which is expected to operate for greater than 18 months. If the system will not operate for greater than 18 months, or if only monitoring is required, only a monitoring plan will be needed; and
9. a description of institutional controls to be implemented as well as written approval from the owner of the affected property if the remedy selected requires implementation of an institutional control at an off-Site location or if the person responsible for the remedy is not the Site owner.

EXHIBIT "I"

Remediation Work Plan Requirements

The Remediation ("RD/RA") Work Plan shall include the following:

1. A detailed description of the remedial objectives and the means by which each element of the selected remedial alternative will be implemented to achieve those objectives, including, but not limited to:

(i) the construction and operation of any structures;

(ii) the collection, destruction, treatment, and/or disposal of hazardous wastes and substances and their constituents and degradation products, and of any soil or other materials contaminated thereby;

(iii) the collection, destruction, treatment, and/or disposal of contaminated groundwater, leachate, and air;

(iv) physical security and posting of the Site;

(v) quality control and quality assurance procedures and protocols to be applied during implementation of the Remedial Construction; and

(vi) monitoring which integrates needs which are present on-Site and off-Site during implementation of the Department-selected remedial alternative.

2. "Biddable Quality" documents for the Remedial Design including, but not limited to, documents and specifications prepared, signed, and sealed by a Professional Engineer. These plans shall satisfy all applicable local, state, and federal laws, rules, and regulations;

3. A time schedule to implement the Remedial Design;

4. The parameters, conditions, procedures, and protocols to determine the effectiveness of the Remedial Design, including a schedule for periodic sampling of all media of concern, including groundwater monitoring wells on-Site and off-Site;

5. A description of operation, maintenance, and monitoring activities to be undertaken after the Department has approved construction of the Remedial Design, including the number of years during which such activities will be performed (where appropriate) and a specific description of the criteria to be used to decide when operation of such activities may be discontinued.

6. A contingency plan to be implemented if any element of the Remedial Design fails to achieve any of its objectives or otherwise fails to protect human health or the environment;

7. A health and safety plan for the protection of persons at and in the vicinity of the Site during and after construction. This plan shall be prepared in accordance with 29 CFR 1910 by a certified health and safety professional; and

8. A citizen participation plan which incorporates appropriate activities outlined in the Department's publication "Citizen Participation in New York's Hazardous Waste Site Remediation Program: A Guidebook," dated June 1998, any subsequent revisions thereto, and 6 NYCRR Part 375.

EXHIBIT "J"

OM&M Work Plan Requirements

The OM&M Work Plan shall provide for:

1. Operation and maintenance of engineering controls and/or treatment systems;
2. Maintenance of institutional controls, where applicable;
3. Yearly certification by a Professional Engineer of the continued effectiveness of any institutional and/or engineering controls, where applicable. The certification must identify the required controls and evaluate whether the controls should remain in place and effective for the protection of public health and/or the environment;
4. A monitoring plan which describes the measures for monitoring the performance and effectiveness of the remedy at the Site;
5. A contingency plan which describes procedures which may be required to protect and/or maintain the operation of the remedy in the event of an emergency, such as a fire, spill, tank or drum overflow or rupture, severe weather, or vandalism;
6. A health and safety plan and a list of records and references;
7. Monitoring and reporting of the performance and effectiveness of the remedy, both short and long-term, by:
 - (i) Assessing compliance with actual or equivalent discharge permit limits;
 - (ii) Assessing achievement of the remedial performance criteria; and,
 - (iii) Sampling and analysis of appropriate media.
8. A determination that the remedy is complete by demonstrating that the remedial action objectives have been achieved.

Glossary of Terms

The following terms shall have the following meanings:

“BPM Director”: the Director of the Bureau of Program Management within the Division of Environmental Remediation.

“CERCLA”: the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. 9601 et seq.

“Day”: a calendar day. In computing any period of time under this Order, where the last day would fall on a Saturday, Sunday or State holiday, the period shall run until the close of business of the next working day.

“Department”: the New York State Department of Environmental Conservation.

“Director”: the Division Director, Division of Environmental Remediation.

“ECL”: the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended.

“Feasibility study”: a study undertaken to develop and evaluate options for remedial action. The feasibility study emphasizes data analysis and is generally performed concurrently and in an interactive fashion with the remedial investigation, using data gathered during the remedial investigation. The term also refers to a report that describes the results of the study. (See 6 NYCRR 375-1.3(j))

“Force Majeure Event”: an event which is brought on as a result of fire, lightning, earthquake, flood, adverse weather conditions, strike, shortages of labor and materials, war, riot, obstruction or interference by adjoining landowners, or any other fact or circumstance beyond Respondent’s reasonable control.

“Inactive Hazardous Waste Disposal Site Remedial Program” or “Remedial Program”: activities undertaken to eliminate, remove, abate, control, or monitor existing health hazards, existing environmental hazards, potential health hazards, and/or potential environmental hazards in connection with the Site and all activities to manage wastes and contaminated materials at or removed from the Site. (See ECL 27-1301(3) and 6 NYCRR 375-1.3(m))

“Interim Remedial Measure” or “IRM”: a discrete set of activities, including removal activities, to address both emergency and non-emergency Site conditions, which can be undertaken without extensive investigation or evaluation, to prevent, mitigate, or remedy environmental damage or the consequences of environmental damage attributable to the Site. (See 6 NYCRR Part 375-1.3(n))

“National Contingency Plan” or “NCP”: the National Oil and Hazardous Substances Pollution Contingency Plan promulgated pursuant to Section 105 of CERCLA, 42 U.S.C. 9605, and codified at 40 C.F.R. Part 300, and any amendments thereto.

“NL”: the Navigation Law, Chapter 37 of the Consolidated Laws of New York, as amended.

“OH&M”: the Office of Hearings and Mediation Services.

“OM&M”: post-construction operation, maintenance, and monitoring; the last phase of a remedial program, which continues until the remedial action objectives for the Site are met.

“Order”: this Order and all exhibits attached hereto.

“Professional Engineer”: an individual registered as a professional engineer in accordance with Article 145 of the New York State Education Law. If such individual is a member of a firm, that firm must be authorized to offer professional engineering services in the State of New York in accordance with Article 145 of the New York State Education Law.

“Record of Decision” or “ROD”: the document reflecting the Department’s selection of a remedy relative to the Site or any Operable Unit thereof. The ROD shall be attached to and made enforceable under this Order as Exhibit “K.”

“Remedial Action”: those activities, except for OM&M, to be undertaken under this Order to implement the ROD.

“Remedial Investigation” or “RI”: a process undertaken to determine the nature and extent of contamination. The remedial investigation emphasizes data collection and site characterization and generally is performed concurrently with the feasibility study. It includes sampling and monitoring, as necessary, and includes the gathering of sufficient information to determine the necessity for and the proposed extent of the program and to support the evaluation of proposed alternatives. (See 6 NYCRR 375-1.3(t))

“Site Characterization” or “SC”: a process undertaken to allow the Department to determine whether a consequential amount of hazardous waste has been disposed at a Site and, if so, whether the contamination presents a significant threat to public health and/or the environment.

“Spill Fund”: the New York State Environmental Protection and Spill Compensation Fund as established by Article 12, Part Three of the NL.

“State Costs”: all the State’s response expenses related to this Site, including, but not limited to, direct labor, fringe benefits, indirect costs, travel, analytical costs, and contractor costs incurred by the State of New York for negotiating, implementing, overseeing, administering, or enforcing this Order, and any other response costs as defined under CERCLA. Approved agency fringe benefit and indirect cost rates will be applied.

“Termination Date”: the date that this Order is terminated pursuant to Paragraph XIII.

“USEPA”: the United States Environmental Protection Agency.

Testimony of Charles F. Willard

Exhibit __ (CFW-3)

Department of Environmental Conservation 2012 Work Schedule

National Grid – Niagara Mohawk Service Territory DEC MGP Project Schedules

Site Name	SFY 2011 NGFY 2012 4/1/2011-3/31/2012		SFY 2012 NGFY 2013 4/1/2012-3/31/2013		SFY 2013 NGFY 2014 4/1/2013-3/31/2014	
837012 Albion	RD	RA O&M	O&M		O&M	
429007 Fort Plain (Hancock St)	RA	O&M	O&M		O&M	
738034 Fulton (1 st St)	RD		RD	RA	RA	O&M
557016 Glens Falls (Mohican St) - OU1 (Upland/Canal), OU2 (River)	OU1 – RD		RD		RA (Canal)	
518021 Gloversville (Hill St)	OU2 - RI		Pilot Test		RD	
331021 Harbor Point - OU1, OU2 (River), OU3 (DSA 1/DSA3)	RI		FS		RD	
	OU1 – RD		RD	RA (PAH Area)	RA	
	OU2 – FS		FS		RD	
	OU3 - RD		RA (Harbor Cap)	O&M	O&M	
411005 Hudson (Water St) - OU2 (River)	FS		RD		RA	
622019 Ilion (East St)	RD		RD		RA	
401040						

Site Name	SFY 2011 NGFY 2012 4/1/2011-3/31/2012	SFY 2012 NGFY 2013 4/1/2012-3/31/2013	SFY 2013 NGFY 2014 4/1/2013-3/31/2014
North Albany	FS	RD	RD RA
727008 Oneida (Sconodoo St)	RA (Phase II)	RA (Phase III)	O&M
633042 Rome (Jay/Madison)	RI	FS	RD
633043 Rome (Kingsley) - OU1/OU2	RA	O&M	O&M
546015 Saratoga Springs NPL (Red Spring Area)	FS	RD	RA
447026 Schenectady (Broadway)	RD	RA (gas line relocation and Phase I)	RA (Phase II)
734059 Syracuse (Hiawatha)	RD	RA	O&M
734060 Syracuse (Erie Blvd)	FS	FS	RD
442030 Troy (Smith Ave) – OU1, OU2 (Ingalls Ave), OU3 (Hudson River Sediments)	OU1 – RD	RD	RA
	OU2 – RD	RA	
	OU3 – RD	RD	RD
442029 Troy (Water St) – OU1 (Areas #2 & #3), OU2 (Hudson River Sediments)	OU1 – RD	RD	RA
	OU2 – FS	FS	FS

Site Name	SFY 2011 NGFY 2012 4/1/2011-3/31/2012	SFY 2012 NGFY 2013 4/1/2012-3/31/2013	SFY 2013 NGFY 2014 4/1/2013-3/31/2014
623011 Watertown (Engine St) - OU-1 (Soil), OU2 (Bedrock), OU3 (River)	RD	RD RA	RA
V00466 Albany (Grand)	NFA notice	O&M	O&M
V00367-4 Amsterdam (Front St) - OU2 (Sediments)	Additional Investigation	Additional Investigation	FS
V00487 Ballston Spa	RI	AA/RAWP	RD
V00477 Canastota	RI	RI	AA/RAWP
V00468 Cohoes (Sargent St)	SC/Closure	SMP	
V00468-4 Cohoes (Linden Ave)	RI	AA/RAWP	RD
V00472 Fort Edward	IRM RAWP	RAWP RD RA	O&M
V00484 Fulton		RI	RI
V00476 Gloversville	AA/RAWP	RAWP RD	RA
V00471 Herkimer	AA/RAWP RD	RD RA	RA O&M
V00469 Malone	RI	AA/RAWP	RD

Site Name	SFY 2011 NGFY 2012 4/1/2011-3/31/2012	SFY 2012 NGFY 2013 4/1/2012-3/31/2013	SFY 2013 NGFY 2014 4/1/2013-3/31/2014
V00479 Ogdensburg	RD	RA	RA O&M
V00481 Oswego (Utica St)	RI AA/RAWP	AA/RAWP RD	RD RA
V00488 Rensselaer	RI	RI AA/RAWP	AA/RAWP RD
V00474 Schenectady (Clinton St) - OU1, OU2	OU1 – AA/RAWP	RAWP	RD
V00482 Troy (Liberty St)	OU2 - RD	IRM	AA/RAWP
V00473 Watertown (Anthony St)	RI	AA/RAWP RD	RD RA
V00485 Watervliet	RI	RI	AA/RAWP RD
V00467 Whitehall	AA/RAWP	RAWP RD	RD RA

NGFY = National Grid Fiscal Year
SFY = State Fiscal Year

Footnotes:

1. This schedule is a programmatic guide of proposed activities. As such, the schedule does not account for site-specific delays or modifications that may occur.
2. The following sites are currently in the "Site Management" or "Operation & Maintenance" phase and are not shown above. Although not shown, SMPs and site restrictions (deed restrictions/environmental easements) are scheduled for completion as required.
 - Troy Tar Landfill (Area #4), Schenectady (Seneca St), Oneida (Cedar St), Hudson (Water St) - OU1 (Upland), Amsterdam (Front St) - OU1 (Upland), Saratoga Springs NPL (Excelsior Ave), Saratoga (Lake Ave), Johnstown, Little Falls
3. The following sites have been "Closed" with "No Further Action" necessary: Attica, Cherry Valley, Altamont, Mohawk, Troy (Jefferson St)

Testimony of Charles F. Willard

Exhibit __ (CFW-4)

Examples of Changes to Department of Environmental Conservation Remedy
Decisions Following Discussions with the Company

SITE	Site Remedy Selection History, Negotiation Summaries, Examples of Attempted Further Cost Savings
Amsterdam (Front St.) MGP	<p>National Grid negotiated a cap and containment remedy with the NYSDEC for the upland portion in 2006 for the MGP site which is owned by NYS DOT and is now operated by the City as a park. The cost was approximately \$3M. The NYSDEC's initial position was for extensive excavation in addition to the cap and barrier wall, with an estimated cost of \$6 M. By installing a water tight sheet-pile wall with extensive NAPL recovery wells, National Grid was able to cap the site and reuse most of the material at the site which resulted in a significant cost savings.</p>
Glens Falls (Mohican St.) MGP	<p>The March 2003 Record of Decision (ROD) remedy presented a present worth cost of \$16.2M on a property (former service center) owned by National Grid. As part of the Record of Decision, a pre-design investigation was required to verify the amount of impacted soil which met the criteria for excavation and offsite disposal/treatment. As determined during the pre-design investigation activities, a substantially greater amount of material would require excavation than estimated in the ROD. In addition, the prescribed groundwater treatment remedy was not implementable. The revised present worth cost to attempt this remedy was at least \$23.8M. National Grid identified another alternative (including soil excavation and groundwater treatment) and the NYSDEC issued a ROD Amendment on March 2010. The March 2010 ROD Amendment remedy present worth cost is \$18.7M.</p>
Harbor Point MGP	<p>The NYSDEC Record of Decision (ROD) for OU-1 selected an alternative that was not identified in the Feasibility Study. The Feasibility Study remedy included excavation to the groundwater based on analytical sampling and capping. The ROD remedy included excavation to six feet, regardless of the water table (some areas include standing water) based on visual criteria to be determined by the NYSDEC and capping. National Grid asserted that the NYSDEC's ROD substantially underestimated the cost to implement the NYSDEC's selected OU-1 remedy. National Grid filed an Article 78 petition seeking judicial review of the NYSDEC's ROD. The court denied National Grid's Article 78 petition.</p> <p>Because the Harbor Point remediation project has been implemented in a multi-year, multi-phase approach, , on several occasions, National Grid has successfully advocated to the NYSDEC that different approaches to those required in the original ROD would reduce implementation schedules and reduce costs. Several cost savings have been, or will be, ultimately realized:</p> <ul style="list-style-type: none"> • Converting the Mohawk Valley Oil (MVO) remedial area into an on-site sediment disposal area; Actual savings approximately \$4M. • In July 2011, NYSDEC issued an Explanation of Significant Difference modifying its ROD to allow off-site thermal treatment of impacted soil rather than construction and operation of an on-site thermal facility. This also avoided significant permitting and potential adverse public reaction (i.e. not-in-my-backyard); Anticipated savings approximately \$2.5M.

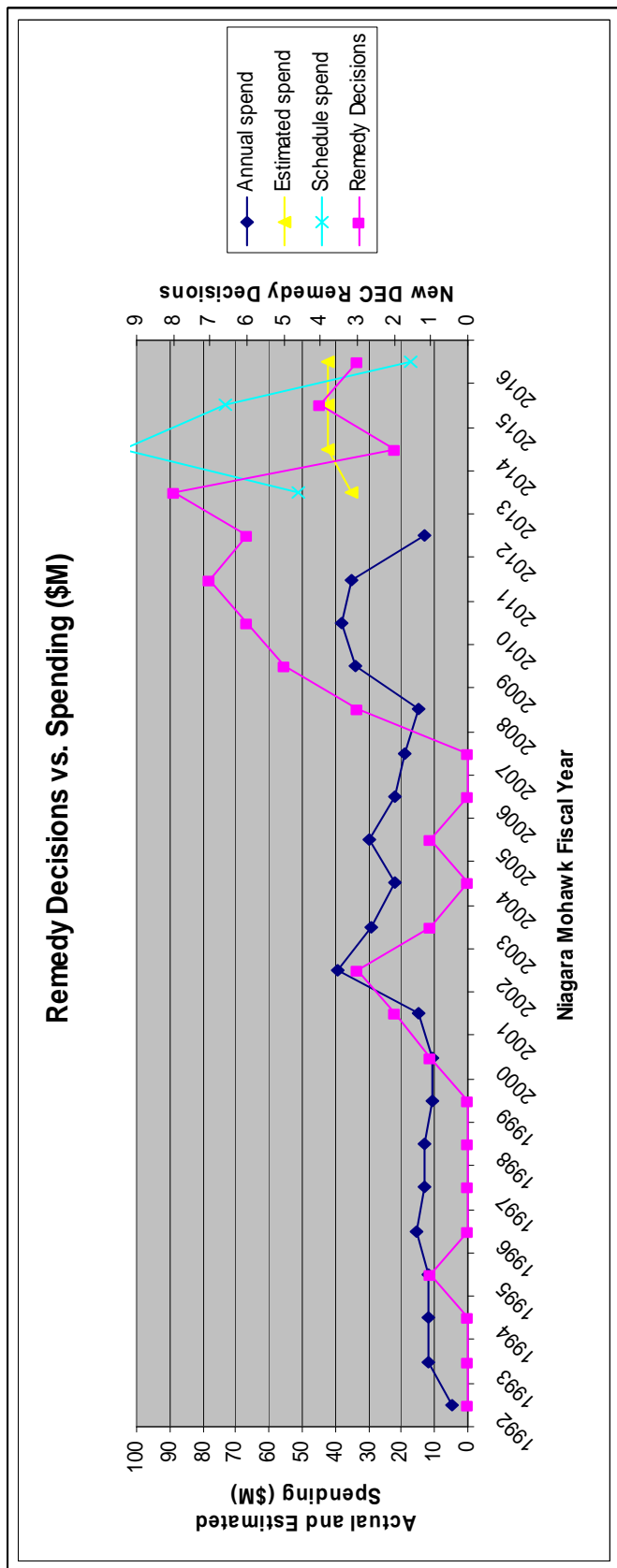
SITE	Site Remedy Selection History, Negotiation Summaries, Examples of Attempted Further Cost Savings
Saratoga Old Red Spring	<p>The Old Red Spring site includes the roadway and property adjacent (south) to the Saratoga Springs Excelsior Ave MGP. National Grid submitted a focused Feasibility Study (FS) in April 2009 pursuant to US EPA's request and presented a recommended remedial alternative with a present worth cost of approximately \$1M. The USEPA and NYSDEC jointly rejected the focused FS in January 2010. In October 2010, USEPA issued new guidance/expectations for preparation of the FS (no longer supporting the focused FS approach) and the alternatives that are to be evaluated. In March 2011, National Grid resubmitted the FS which recommended a remedial alternative that met the regulatory standards and presented a present worth cost of approximately \$5.3M. In October 2011, the USEPA rejected the recommended alternative, stating the Agency's preference for the total removal option at a present worth cost of approximately \$8.8M. In February 2012, National Grid presented an alternative that was protective of human health and the environment and met all of the evaluation criteria considered by the USEPA during the remedy selection process. National Grid's recommended alternative would save approximately \$1M over the USEPA's previously stated preference for total removal.</p>
Syracuse (Hiawatha Blvd.) MGP	<p>Between 2001 and 2003, over 110,000 tons of soil was removed from the site during the expansion of the wastewater treatment plant under an Interim Remedial Measure and agreement with Onondaga County. National Grid submitted a draft Feasibility Study (FS) to the NYSDEC in October 2008 which recommended Institutional Controls and no further action for groundwater for the remaining impacted soil & groundwater beneath the wastewater plant. NYSDEC, coordinating with the EPA on the adjacent Onondaga Lake site, rejected the remedy in a November 21, 2008 letter. National Grid revised the FS in October 2009 to select the NYSDEC required alternative of In-Situ Soil Stabilization (ISS) and enhanced biological groundwater treatment. The estimated present worth cost of the groundwater bioremediation program ranges from \$9.9M to \$13.2M and \$7M for ISS.</p>
Troy King Fuels (Area's #2 & #3)	<p>Following issuance of the 2003 Record of Decision, NYSDEC recognized the need for a modification. National Grid provided a recommended alternative with a present worth cost of \$29.4M. NYSDEC rejected this alternative and selected an alternative with a present worth cost of \$40M. Following a November 2009 meeting with NYSDEC, National Grid has submitted a draft report which was accepted by NYSDEC which reduced the present worth cost to \$37M.</p>

SITE	Site Remedy Selection History, Negotiation Summaries, Examples of Attempted Further Cost Savings
Hudson (Water St) MGP Sediments	<p>Remediation criteria for MGP residuals in sediments in the past have been based on total concentrations of its primary class of chemical constituents, Poly-Aromatic Hydrocarbons, or PAHs. National studies have identified impacts to benthic or sediment-dwelling organisms at PAH concentrations as low as 4 parts per million or (ppm). These studies do not account for the specific nature of the PAHs related to coal tar nor the environmental setting. The NYSDEC and EPA have referenced the low PAH threshold when establishing sediment clean-up goals. National Grid formed and led a national sediment alliance focused on establishing less conservative, site/compound-specific clean-up goals for MGP residuals in sediments. Sediment alliance members included the aluminum, petroleum, utility industries and the Navy DOD. The members published findings from their individual sites & a single peer-reviewed paper was published. The NYS DEC Fish and Wildlife department and EPA were consulted and were included in the program.</p> <p>The NYS DEC issued its first remedy decision based on the new approach in February 2012 for the Hudson (Water St) site. By championing the new approach and applying it to the Hudson (Water St) site, National Grid was able to convince the NYSDEC that the “Area of Concern” was significantly smaller in size, thus saving approximately \$26M. This approach will be applied to other Niagara Mohawk MGP sediment sites.</p>

Testimony of Charles F. Willard

Exhibit __ (CFW-5)

Past and Projected Annual SIR Program Spend



Testimony of Charles F. Willard

Exhibit __ (CFW-6)

Information on 2011 Construction Delays

HISTORIC TEST YEAR CONSTRUCTION DELAYS

The decrease in spending in 2011 is due largely to delays in field work i.e., significant site investigation or construction efforts. A description of the larger sites with substantial decreases in spending in the Historic Test Year are listed below:

Glens Falls (Mohican St.) – A portion of the remedial construction efforts in operable unit 1 (OU-1) was anticipated as well as conducting pilot test field investigation activities in OU-2. For OU-1, remedial design approval was delayed due to regulatory review and discussions with Canal Corps regarding a parcel of land which they own within OU-1 that requires remediation. The activities were estimated to be approximately \$2.7 million. The Company's actual spend was \$62,000.

Harbor Point – In 2011, it was anticipated that the remedial construction of the harbor cap (part of OU-3) would be completed in 2011. During the cap review process, Canal Corps and the NYS Fish & Wildlife Department did not reach agreement as to the final design of the cap, delaying construction until 2012. These activities were estimated to be approximately \$7.5 million. The Company's actual spend was \$3.6 million.

Oneida (Sconondoa St.) – Phase 3 remedial construction activities were anticipated for initiation in early 2011; however, Phase 2 remedial activities (a two year construction project) took longer to complete due to unfavorable weather conditions. As such, regulatory approval of the Phase 3 project was completed in the summer of 2011 and contractor bidding and award completed later in 2011. These activities were estimated to be approximately \$9.5 million. The Company's actual spend was \$3.9 million.

Schenectady (Broadway) – Utility relocation activities within Schermerhorn Creek were anticipated in 2011 as part of the Phase 1 remedial efforts at a cost of approximately \$1.4 million. As a result of Hurricane Irene, the creek and surrounding area were flooded. In addition, coordination with the operating departments (both electric and gas) was postponed until service was restored to the area. When personnel were available, it was nearing late fall and winter and work around the utilities was halted to prevent disturbance of service during the heating season. The Company's actual spend was \$290,000.

Schenectady (Clinton St.) – An interim remedial measure (IRM) was planned for completion in late 2011 at a cost of approximately \$1.5 million. However, following discussions with the property owner during access agreement negotiations, it was determined prudent to postpone the construction activities until Spring of 2012 so as not to impair the owner's use of the property for parking during the winter months. The Company's actual spend was \$690,000.

Syracuse (Hiawatha Blvd.) – The remedial construction activities at this site were planned for initiation in mid 2011 at a cost of approximately \$6.7 million. However,

regulatory review and approval was not completed until fall of 2011 and contractor procurement was not completed until the end of 2011. The Company's actual spend was \$460,000.

Total schedule spend for these six projects – \$29 million
Actual spend for these six projects – \$9 million

Testimony of Charles F. Willard

Exhibit __ (CFW-7)

Projected Spend in the Rate Year and Two Data Years

Fiscal Year	Schedule Spend	Expected Spend	Carryover Spend	New Spend	Deferred Spend
	A	B	C	D	E
FY13 (Apr. 1 2012-Mar. 31, 2013)	\$51 M	\$35 M	baseline	\$35 M	\$16 M
FY14 (Apr. 1 2013-Mar. 31, 2014) Rate Year	\$104 M	\$42 M	\$16 M	\$26 M	\$78 M
FY15 (Apr. 1 2014-Mar. 31, 2015) Data Year 1	\$73 M	\$42 M	\$42 M	\$ 0	\$109 M
FY16 (Apr. 1 2015-Mar. 31, 2016) Data Year 2	\$17 M	\$42 M	\$42 M	\$ 0	\$84 M

Schedule Spend – Spend from DEC schedule or projected spend based on work scheduled for the Rate Year

Expected Spend – Estimated spend per year

Carryover Spend – Estimate of spend associated with deferred spend from the prior year(s)

New Spend – Estimate of spend on new projects included in DEC schedule for that year (subset of A)

Deferred Spend – Amount remaining after Expected Spend = A+E (from prior year)-B