



KeySpan Corporation
One MetroTech Center
Brooklyn, New York 11201-3850

Direct Dial: (718) 403-2768

April 28, 2006

VIA FEDERAL EXPRESS

Honorable Jaclyn A. Brilling
Secretary
New York State Department of
Public Service
Three Empire State Plaza
Albany, New York 12223-1350

RECEIVED
PUBLIC SERVICE
COMMISSION
OSCC-FILES-ALBANY
2006 MAY - 1 AM 11:42

**Re: Section 70 Notice Of Transfer of Real Property Between KeySpan
Generation LLC, As Seller And The Town Of Huntington, As
Purchaser.**

Dear Secretary Brilling:

Enclosed please find an original and five (5) copies of a Notice of Transfer under Section 70 of the New York State Public Service Law ("PSL"), dated April 28, 2006, of a Contract of Sale Agreement and Rider for a transfer of a parcel of real property located in Northport, New York from KeySpan Generation LLC ("KeySpan Generation") to the Town of Huntington ("Huntington").

Section 70 of the PSL generally prohibits a gas or electric corporation from transferring any part of its works or systems without having received Public Service Commission ("Commission") written consent. However, a transfer with an original cost of less than one hundred thousand dollars proposed by a gas or electric corporation having annual gross revenues in excess of two hundred million dollars shall be effective without the Commission's written consent. Under the exception, the transfer of a gas or electric corporation's works or systems will be effective ninety (90) days after the submission of the gas or electric corporation's notice to the Commission describing the transfer, unless the Commission determines within ninety (90) days that the public interest requires its review and written consent.

KeySpan Generation and Huntington believe that the transfer of the parcel of real property located in Northport, New York from KeySpan Generation to Huntington satisfies the exception to the general prohibition under PSL Section 70. KeySpan Generation and Huntington respectfully request, in the Notice of Transfer, that the transfer of the parcel of real property be effective without Commission review and written consent no later than ninety (90) days after receipt of the Notice of Transfer and that the public interest does not require its review and written consent under PSL Section

70. Since KeySpan Generation and Huntington do not believe that the transfer requires Commission review and written consent, a draft notice under the State Administrative Procedure Act has not been included.

Please date and time stamp one copy and return it to me in the enclosed, self addressed stamped envelope. 5/1/06
fg

Yours truly,



Kristina Nifora
Attorney for KeySpan
Generation LLC

Enclosure

Cc: John Leo, Esq.
John J. Bishar, Jr.

PUBLIC SERVICE COMMISSION
OF THE STATE OF NEW YORK

In the Matter of the Application

of

KeySpan Generation LLC, and the Town of
Huntington

Case No.

NOTICE OF TRANSFER

TO THE PUBLIC SERVICE COMMISSION
OF THE STATE OF NEW YORK:

INTRODUCTION

The Parties, KeySpan Generation LLC ("KeySpan Generation") and the Town of Huntington ("Huntington") (collectively, the "Parties") hereby submit a Notice under Section 70 of the New York Public Service Law ("PSL"). The Notice is to inform the New York State Public Service Commission ("Commission") of a Contract of Sale Agreement and Rider ("Agreement") for a transfer of a parcel of real property located in Northport, New York ("Property", as more fully described herein and in Schedule A of the attached Agreement). Under the Agreement, KeySpan Generation proposes to sell and convey and Huntington proposes to purchase and take title to the Property. Also in accordance with the Agreement, certain easements were granted between KeySpan Generation and Huntington and between Huntington and LIPA to ensure the continued safe and reliable operation of various utility activities. The easements are more fully described herein, in the Agreement and in the easements. The Agreement is dated the 19th day of May, 2005 and possession of the Property will be delivered to Huntington

upon completion of the closing. A copy of the Agreement is attached hereto as Exhibit A.

KeySpan Generation is a wholly owned subsidiary of KeySpan Corporation (the "Parent"). KeySpan Generation was formed on May 7, 1998 as a limited liability company. On May 28, 1998 KeySpan Generation acquired the generation formerly owned by the Long Island Lighting Company, including the Property, as a result of a transaction between the Long Island Power Authority and the Long Island Lighting Company ("LIPA Transaction"). KeySpan Generation is subject to Commission regulation under a lightened regulatory regime pursuant to the Commission's Order in Case 98-M-0074.¹ Under this regime, KeySpan Generation's financial activities are subject to reduced scrutiny.

KeySpan Generation owns the Property proposed to be transferred to Huntington. The Property is an approximately 4.1 acre vacant piece of land and KeySpan Generation is the sole owner of the Property, having the full right to sell, convey and transfer the Property. (Exhibit A, Agreement Paragraph 2, 11). The Property is only a small portion of the almost 300 acre generating site in Northport.

The Town of Huntington is a New York municipal corporation located in the County of Suffolk, New York. The Property proposed to be transferred from KeySpan Generation to Huntington is located in Northport in the Town of Huntington, Suffolk County. (Exhibit A, Agreement Paragraph 1).

¹ See Case No. 98-M-0074, Petition of Long Island Lighting Company for Approval to: (a) under Section 70 of the Public Service Law to transfer certain assets from LILCO to newly formed subsidiaries of a new holding company; (b) for the subsidiaries receiving the assets to assume certain liabilities associated with those transferred assets; and (c) under PSL Section 69 for the issuance of promissory notes by those same subsidiaries. Order Approving Asset Transfers, Assumption of Liabilities And Issuance of Promissory Notes, pp. 6-7 (issued May 1, 1998).

Section 70 of the PSL generally prohibits gas or electric corporations from transferring any part of their works or systems without having received Commission written consent. However, a transfer with an original cost of less than one hundred thousand dollars proposed by a gas or electric corporation having annual gross revenues in excess of two hundred million dollars shall be effective without the Commission's written consent. Under the exception, the transfer of a gas or electric corporation's works or systems will be effective ninety (90) days after the submission of the gas or electric corporation's notice to the Commission describing the transfer, unless the Commission determines within such ninety (90) days that the public interest requires its review and written consent.

The proposed transfer from KeySpan Generation to Huntington satisfies the exception under PSL Section 70 and thus does not require Commission review and written consent. KeySpan Generation has annual gross revenues in excess of \$200,000,000, and the Property has an original cost of approximately \$23,500, which is less than \$100,000 as required under the exception in PSL Section 70 (See Exhibit H indicating the original cost of the Property). The public interest does not require Commission review and written consent because the Property is small and the transfer will not adversely impact the safe and reliable utility operations of KeySpan Generation or other utilities. KeySpan has retained utility easements on the Property and adjacent property to ensure that those rights that have value are retained and to ensure that potential future activities would not be obstructed. In addition, the financial aspects of the transfer are subject to reduced scrutiny and the Property is being sold to a New York municipal corporation for public purposes. Therefore, in accordance with Section 70 of

the PSL, the Parties submit this Notice with a description of the Agreement that would transfer the Property from KeySpan Generation to Huntington. The Parties respectfully request that the transfer be effective, without the Commission's written consent, no later than ninety (90) days after Commission receipt of this Notice.

DESCRIPTION OF THE AGREEMENT BETWEEN THE PARTIES

Under the terms of the Agreement, KeySpan Generation will sell and convey to Huntington and Huntington will purchase from KeySpan Generation certain real property located in Northport, Town of Huntington, County of Suffolk, State of New York, District 0400, Section 10, Block 1, P/O 3.1, consisting approximately of 4.1 acres along the border of the Village of Asharoken and the Town of Huntington (Exhibit A, Agreement Paragraph 1). The consideration due from Huntington to KeySpan Generation is \$1.00 as well as certain easements and rights both related and unrelated to the Property. (Exhibit A, Agreement Paragraphs 3 and 39). KeySpan Generation will also convey its ownership and rights, if any, to land lying in the bed of any street or highway, opened or proposed, adjoining the Property to the center line thereof, including any right of KeySpan Generation to any unpaid award by reason of any taking by condemnation and/or for any damage to the Property by reason of change of grade of any street or highway (Exhibit A, Agreement Paragraph 1).

Huntington is purchasing the Property to construct a building for certain Town of Huntington Offices as well as a meeting hall for the American Legion Posts (the "American Legion"). The American Legion in conjunction with Huntington will build one building (the "Building") on the Property, limited to two stories with no basement, and a parking area for use by the American Legion and Huntington. All events at the

Building will take place between the hours of 9:00 am and 11:30 pm. The conditions described above will survive closing of the title and delivery of the deed. The Parties acknowledge that a portion of the Building will be utilized by the Suffolk County Police Department as a changing facility for Police Officers and such use may occur on a twenty-four (24) hour per day basis. Huntington will create construction drawings, plans, and specifications (collectively, the "Plans and Specifications") at Huntington's sole cost and expense and will submit the Plans and Specifications to KeySpan Generation prior to any construction activities as well as provide KeySpan Generation with at least fourteen (14) days notice prior to the commencement of any construction activities. Huntington will also, at its sole cost, obtain any and all government approvals and permits, including but not limited to, New York State Environmental Quality Review Act approval, for the purchase of the Property and the construction of the Building (Exhibit A, Agreement Paragraph 39(a)(i)-(v)(b)).

Under the terms of the Agreement, KeySpan Generation granted Huntington a non-exclusive right and privilege for ingress and egress to and from the hall over certain real property owned by KeySpan Generation (the "Easement"). The Easement is as more fully described as "Parcel II" on a separate page marked "Schedule A," annexed to the Agreement and is attached as Exhibit B. In the event that KeySpan Generation desires to use the Easement area, Huntington will at its sole cost remove all structures, if any, built by Huntington in the Easement area. (See Exhibit A, Schedule A, Agreement Paragraph 44 and Exhibit B.)

In accordance with the Agreement, Huntington granted KeySpan Generation a permanent and perpetual easement, right, and privilege for KeySpan Generation to place

temporarily dredge spoils on the existing property owned by Huntington lying and being in Suffolk County Tax Map Number 0400-007.00-01.00-003.000, more particularly described as set forth in "Schedule A" of the Agreement and attached as Exhibit C. This condition will survive the closing of title and delivery of the deed. (Exhibit A Schedule A, Agreement Paragraph 39(g), and Exhibit C).

Huntington also granted KeySpan Generation an exclusive, permanent, and perpetual easement, right, and privilege for ingress and egress and to construct, install, reconstruct, relocate, operate, repair, maintain and at its pleasure, remove underground gas, electric, and communication system facilities and appurtenances. Furthermore, Huntington granted the Long Island Lighting Company d/b/a LIPA ("LIPA") an exclusive, permanent and perpetual easement, right, and privilege for ingress and egress and to construct, install, reconstruct, relocate, operate, repair, maintain and, at its pleasure, remove overhead and underground electric and communication systems and related facilities and appurtenances. Both easements will be located within a one hundred foot (100') wide easement area under the eastern side of existing property owned by Huntington lying and being in Suffolk County Tax Map Number 0400-007.00-01.00-003.000, more particularly described as set forth in "Schedule A" of the Agreement as "Easement Area" and attached as Exhibit D. This condition will survive the closing of title and the delivery of the deed. (Exhibit A Schedule A, Agreement Paragraph 39(h), and Exhibit D).

Under the terms of the Agreement, Huntington will continue to regulate operation of the boat ramp to maintain security at the Northport Power Plant. The two hundred foot (200') buffer established by the March 1956 resolution of the Town Board of the Town

of Huntington, (a copy of which is attached to the Agreement as "Schedule B," codified in section 198-39 of the Code of the Town of Huntington, New York, and more particularly described as set forth in "Schedule A" as "200' Wide Buffer Zone)," will not be extended, moved or changed or affected in any way by transfer of the Property. This condition will survive closing of title and delivery of the deed. (Exhibit A Schedule A and B, Agreement Paragraph 39(d)).

Future subdivision of the remaining property owned by KeySpan Generation will not be affected and this condition will survive the closing of title and the delivery of the deed. (Exhibit A, Agreement Paragraph 39(e)). Huntington, at its own cost and expense, will undertake and complete all steps required to have the Property designated as a new tax lot in Huntington's name, including but not limited to a tax map apportionment, subdivision, land division or lot line change, so that KeySpan Generation is no longer shown as the owner of record or required to pay taxes on the Property. (Exhibit A, Agreement Paragraph 39(f)). KeySpan Generation and Huntington agree that the conveyance of the property is not subject to New York State transfer tax. (Exhibit A, Agreement Paragraph 35).

The Parties agree that the terms of the Agreement are subject to having received Commission approval, if necessary, and a waiver by LIPA of its rights as provided for under Article 2 and 5 of the Generation Purchase Right Agreement by and among Long Island Lighting Company ("LILCO") and LIPA dated as of June 26, 1997 and as provided for in Schedule F of the Agreement and Plan of Merger by and among MarketSpan Corporation (formerly named BL Holding Corp.), LILCO, LIPA, and LIPA Acquisition Corp., dated as June 26, 1997. (Exhibit A, Agreement Paragraph 43(a)(b)).

The Commission will be deemed to have given approval of the transfer unless, after ninety (90) days from the date the Parties submit this Notice to the Commission, the Commission has determined that the public interest requires its review or written consent.

On July 25, 2005, without waiving its rights as to any other Transfer Notice, pursuant to Section 4 of Schedule F of the Agreement and Plan of Merger, LIPA received a Transfer Notice under the Section 4, Schedule F provisions (See Exhibit E). LIPA agreed to waive its rights in Article 2 and 5 of the Generation Purchase Right Agreement and Schedule F of the Agreement of Plan and Merger with respect to the transfer of Property and granting of the easements, as discussed by the Transfer Notice, provided that the waiver will not occur until Huntington grants an easement to LIPA, as discussed in the Transfer Notice (See Exhibit E).

On April 19, 2006, Huntington granted LIPA an easement, as discussed in the Transfer Notice and LIPA waived its right of first refusal provided in Section 4 of Schedule F of the Agreement and Plan of Merger (See Exhibit D).

Public Interest Does Not Require Commission Review and Written Consent

The Parties submit that the public interest does not require Commission review and written consent of the Agreement between KeySpan Generation and Huntington for several reasons.

Ratepayers and the reliability and safety of the electric generation system will not be affected by the transfer. All the capacity and ancillary services from the Northport generating facility, as well as the right to purchase all the energy generated from the facility, are committed to a single customer, LIPA, pursuant to a 15 year wholesale power supply agreement. LIPA is KeySpan Generation's only customer and the only direct

ratepayer. LIPA, as the ratepayer, will not be affected by the transfer because the Property will continue to serve its intended purpose as a buffer zone. The reliability and safety of the electric generation system will also not be affected by the transfer because the Property is vacant and Huntington agreed not to revise the required 200' Wide Buffer Zone as a result of the Property transfer or development. Essentially, Huntington will continue to count this Property as part of the 200' Wide Buffer Zone after transfer and the Northport generating facility will continue to operate and provide service to LIPA as it has in the past.

In addition, future needs of KeySpan Generation and other utilities are contemplated in that easements are retained on the Property as well as adjacent property for such utility purposes. The sale and development of the Property will therefore not interfere with service to LIPA or potential future utility service.

Accordingly, the Parties respectfully assert that the public interest does not require Commission review and written consent because ratepayers and the reliability and safety of the electric generation system will not be affected by the transfer.

REQUIREMENTS UNDER 16 NYCRR PART 31

The requirements for the contents of a petition seeking Commission approval of a transfer or lease pursuant to PSL Section 70 are set forth in 16 NYCRR Parts 31 and 18. The Parties assert that they are not filing a petition under Section 70 seeking approval from the Commission for the transfer of the Property, but rather are filing a notice under Section 70 notifying the Commission of the transfer of the Property. Since 16 NYCRR Parts 31 and 18 refer to a petition filed under Section 70 and not a notice filed under Section 70, the Parties are not required to provide the information in Parts 31 and 18.

Nevertheless, the Parties state the following in accordance with the provisions of Parts 31 and 18:

Section 31.1(a)

This section requires certain information called for in subdivisions (f)-(i) and (p) of Section 18.1 in the case of a transfer. The Parties assert that Sections 18.1(f)-(i) are not applicable to the Property being transferred because there are no bonds, notes, or other evidence of indebtedness that have been authorized by the Commission, there is no mortgage upon the Property being transferred, the transfer does not involve any bonds being issued and the transfer does not involve an affiliated interest.²

Section 18.1(p) requires detailed balance sheets and income statement for the latest fiscal year, and the latest available balance sheets and income statement for 12 months. See Exhibit F for balance sheets and income statement for the latest fiscal year. See Exhibit G for the latest available balance sheets and income statement for 12 months.

Section 31.1(b)

This section requires a general description of the property to be transferred or leased. As set forth above, the real property to be transferred is located in Northport, Town of Huntington, County of Suffolk, State of New York, District 0400, Section 10, Block 1, P/O 3.1, consisting approximately of 4.1 acres. A complete description of the Property is set forth in Schedule A to the Agreement between KeySpan Generation and Huntington. A complete copy of the Agreement is annexed hereto as Exhibit A.

Section 31.1 (c)

This section requires a list of and certain information on the franchise, consents and rights to be transferred or leased. No franchise rights will be transferred, merged or

² 16 NYCRR § 18.1(f)-(i)

consolidated as part of the proposed transactions. The consents and rights to be transferred are described in the Notice above under the section entitled "Description Of The Agreement Between The Parties" and detailed in the Agreement and easements.

Section 31.1 (d)

This section requires a copy of any necessary local approvals of the transfer. No local approvals are required for the transfer of the property from KeySpan Generation to Huntington other than Huntington's execution of the Agreement, which is annexed hereto as Exhibit A.

Section 31.1 (e)

This section requires a copy of the proposed agreement to be approved. A copy of the Agreement is annexed hereto as Exhibit A. The Parties assert that under PSL Section 70 Commission approval is not required for the transfer of property since the requirements for a Notice are met and the public interest does not require Commission review or written consent as discussed earlier in the Notice.

Section 31.1 (f) and (g)

These sections require an inventory of the property to be transferred or leased with the original cost of the property. See Exhibit H. KeySpan Generation maintains its records and accounts in accordance with the Commission's lightened regulatory regime by filing FERC Form 1.³ However, the Property owned by KeySpan Generation is vacant land and therefore maintained in PSC account 389 – Land which is a sub-account

³ See Case No. 98-M-0074, Petition of Long Island Lighting Company for Approval to: (a) under Section 70 of the Public Service Law to transfer certain assets from LILCO to newly formed subsidiaries of a new holding company; (b) for the subsidiaries receiving the assets to assume certain liabilities associated with those transferred assets; and (c) under PSL Section 69 for the issuance of promissory notes by those same subsidiaries. Order Approving Asset Transfers, Assumption of Liabilities And Issuance of Promissory Notes, pp. 6-7 (issued May 1, 1998).

of FERC account number 101. There is no other inventory because the land is vacant.

Section 31.1(h) and (j)

These sections require an estimate of the accrued depreciation in the property and disclosure of the methods used in reaching the estimate, as well as depreciation and amortization reserves of the property. As indicated in Exhibit H there is no accrued depreciation as well as depreciation and amortization reserves of the Property. This is because it is unimproved vacant land.

Section 31.1 (i)

This section requires the cost of the property as shown upon the balance sheet of the transferor or lessor. See Exhibit F, FERC account number 101, which contains the cost of all KeySpan Generation utility property. However, only a portion of this account is subject to the Agreement, as more specifically noted in Exhibit H.

Section 31.1(k)

This section requires a statement of contribution toward construction of the property. There are no contributions toward construction of any portion of the Property to be transferred. This is because it is unimproved vacant land.

Section 31.1 (l)

This section requires a three-year statement of operating revenues, expenses and taxes relating to the property, as well as a current balance sheet of the Petitioners. See Exhibit I, for information relating to the Property. The balance sheet for KeySpan Generation for the year end December 31, 2005 is set forth in Exhibit F. The balance sheet for Huntington for the year end December 31, 2005 is set forth in Exhibit J.

COMMUNICATIONS

All communications and correspondences with respect to this Notice should be addressed to the following:

For KeySpan Generation:

Kristina Nifora, Esq.
KeySpan Generation LLC
One MetroTech Center
21st Floor
Brooklyn, NY 11201
Tel: (718) 403-2768
Fax: (718) 403-2698
Email: knifora@keyspanenergy.com

For the Town of Huntington:

John Leo, Esq.
Attorney for the Town of Huntington
100 Main Street
Huntington, NY 11743
Tel: (631) 351-3043
Fax: (631) 351-3032
Email: aritschel@town.huntington.ny.us

CONCLUSION

The Parties respectfully request that the transfer of the Property, located in Northport, Town of Huntington, County of Suffolk, from KeySpan Generation to Huntington be effective without Commission review and written consent no later than ninety (90) days after receipt of this Notice because the public interest does not require its review and written consent under Section 70 of the PSL.

Respectfully submitted,

KEYSPAN GENERATION LLC

By: Its Attorney



Kristina Nifora

TOWN OF HUNTINGTON

By: Its Attorney



John Leo

Dated: April 28, 2006

VERIFICATION

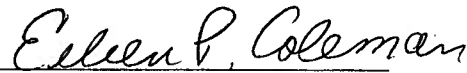
JOHN J. BISHAR, JR., being duly sworn, deposes and says:

1. I am Executive Vice President and Secretary of KeySpan Generation LLC ("KeySpan Generation") and am authorized to make this affidavit.
2. I have read the attached Notice of Transfer of KeySpan Generation and the Town of Huntington ("Huntington") requesting that the transfer of the Property between KeySpan Generation and Huntington be effective without Commission review and written consent no later than ninety (90) days after receipt of this Notice, and to the best of my knowledge, information, and belief, the statements set forth in the Notice of Transfer are true.



John J. Bishar, Jr.

Sworn and subscribed to me
this 28th day of April 2006



Notary Public

EILEEN P. COLEMAN
Notary Public, State of New York
No. 4815634
Qualified in Nassau County
Commission Expires June 30, 12 2006

VERIFICATION

John J. Leo, being duly sworn, deposes and says:

1. I am the Town Attorney of the Town of Huntington ("Huntington") and am authorized to make this affidavit.
2. I have read the attached Notice of Transfer of KeySpan Generation LLC ("KeySpan Generation") and Huntington requesting that the transfer of the Property between KeySpan Generation and Huntington be effective without Commission review and written consent no later than ninety (90) days after receipt of this Notice, and to the best of my knowledge, information, and belief, the statements set forth in the Notice of Transfer are true.



Sworn and subscribed to me
this 26th day of April 2006



Notary Public

MARGARET L. PEZZINO
NOTARY PUBLIC, State of New York
No. 4837903 - Suffolk County
Commission Expires March 30, 19....

1/3/10

Appendix C

State Environmental Quality Review

SHORT ENVIRONMENTAL ASSESSMENT FORM

For UNLISTED ACTIONS Only

PART I - PROJECT INFORMATION (To be completed by Applicant or Project Sponsor)

1. APPLICANT/SPONSOR KeySpan Generation LLC	2. PROJECT NAME Notice of Transfer of Northport Property
3. PROJECT LOCATION: Municipality <u>Town of Huntington</u> County <u>Suffolk</u>	
4. PRECISE LOCATION (Street address and road intersections, prominent landmarks, etc., or provide map) Real property is located along the border of the Village of Asharoken and the Town of Huntington, Northport, County of Suffolk, State of New York, District 0400, Section 10, Block 1, P/O 3.1, consisting approximately of 4.1 acres.	
5. PROPOSED ACTION IS: <input type="checkbox"/> New <input type="checkbox"/> Expansion <input type="checkbox"/> Modification/alteration N/A	
6. DESCRIBE PROJECT BRIEFLY: KeySpan Generation LLC (KeySpan Generation) and the Town of Huntington (Huntington) submit a Notice under Section 70 of the New York Public Service Law of a Contract of Sale Agreement and Rider (Agreement) for a transfer of a parcel of real property located in Northport, New York (Property) from KeySpan Generation to Huntington. KeySpan Generation proposes to sell and convey and Huntington proposes to purchase the Property, as more fully described in the Agreement.	
7. AMOUNT OF LAND AFFECTED: Initially <u>4.1</u> acres Ultimately <u>same</u> acres	
8. WILL PROPOSED ACTION COMPLY WITH EXISTING ZONING OR OTHER EXISTING LAND USE RESTRICTIONS? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, describe briefly	
9. WHAT IS PRESENT LAND USE IN VICINITY OF PROJECT? <input checked="" type="checkbox"/> Residential <input checked="" type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Agriculture <input type="checkbox"/> Park/Forest/Open Space <input type="checkbox"/> Other Describe: The Property (4.1 acres) is zoned residential, vacant and adjoins KeySpan Generation's Northport Power Station industrial property. The Property also adjoins other residential property.	
10. DOES ACTION INVOLVE A PERMIT APPROVAL, OR FUNDING, NOW OR ULTIMATELY FROM ANY OTHER GOVERNMENTAL AGENCY (FEDERAL, STATE OR LOCAL)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, list agency(s) name and permit/approvals:	
11. DOES ANY ASPECT OF THE ACTION HAVE A CURRENTLY VALID PERMIT OR APPROVAL? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, list agency(s) name and permit/approvals: N/A	
12. AS A RESULT OF PROPOSED ACTION WILL EXISTING PERMIT/APPROVAL REQUIRE MODIFICATION? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor name: <u>Coleen A. Ceriello</u> Date: <u>2/28/06</u> Signature: <u><i>Coleen A. Ceriello</i></u>	

If the action is in the Coastal Area, and you are a state agency, complete the Coastal Assessment Form before proceeding with this assessment



PART II - IMPACT ASSESSMENT (To be completed by Lead Agency)

A. DOES ACTION EXCEED ANY TYPE I THRESHOLD IN 6 NYCRR, PART 617.4? <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, coordinate the review process and use the FULL EAF.
B. WILL ACTION RECEIVE COORDINATED REVIEW AS PROVIDED FOR UNLISTED ACTIONS IN 6 NYCRR, PART 617.6? If No, a negative declaration may be superseded by another involved agency. <input type="checkbox"/> Yes <input type="checkbox"/> No	
C. COULD ACTION RESULT IN ANY ADVERSE EFFECTS ASSOCIATED WITH THE FOLLOWING: (Answers may be handwritten, if legible) C1. Existing air quality, surface or groundwater quality or quantity, noise levels, existing traffic pattern, solid waste production or disposal, potential for erosion, drainage or flooding problems? Explain briefly: C2. Aesthetic, agricultural, archaeological, historic, or other natural or cultural resources; or community or neighborhood character? Explain briefly: C3. Vegetation or fauna, fish, shellfish or wildlife species, significant habitats, or threatened or endangered species? Explain briefly: C4. A community's existing plans or goals as officially adopted, or a change in use or intensity of use of land or other natural resources? Explain briefly: C5. Growth, subsequent development, or related activities likely to be induced by the proposed action? Explain briefly: C6. Long term, short term, cumulative, or other effects not identified in C1-C5? Explain briefly: C7. Other impacts (including changes in use of either quantity or type of energy)? Explain briefly:	
D. WILL THE PROJECT HAVE AN IMPACT ON THE ENVIRONMENTAL CHARACTERISTICS THAT CAUSED THE ESTABLISHMENT OF A CRITICAL ENVIRONMENTAL AREA (CEA)? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, explain briefly:	
E. IS THERE, OR IS THERE LIKELY TO BE, CONTROVERSY RELATED TO POTENTIAL ADVERSE ENVIRONMENTAL IMPACTS? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, explain briefly:	

PART III - DETERMINATION OF SIGNIFICANCE (To be completed by Agency)

INSTRUCTIONS: For each adverse effect identified above, determine whether it is substantial, large, important or otherwise significant. Each effect should be assessed in connection with its (a) setting (i.e. urban or rural); (b) probability of occurring; (c) duration; (d) irreversibility; (e) geographic scope; and (f) magnitude. If necessary, add attachments or reference supporting materials. Ensure that explanations contain sufficient detail to show that all relevant adverse impacts have been identified and adequately addressed. If question D of Part II was checked yes, the determination of significance must evaluate the potential impact of the proposed action on the environmental characteristics of the CEA.

- ☐ Check this box if you have identified one or more potentially large or significant adverse impacts which **MAY** occur. Then proceed directly to the FULL EAF and/or prepare a positive declaration.
- ☐ Check this box if you have determined, based on the information and analysis above and any supporting documentation, that the proposed action **WILL NOT** result in any significant adverse environmental impacts **AND** provide, on attachments as necessary, the reasons supporting this determination.

Name of Lead Agency	Date
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
Signature of Responsible Officer in Lead Agency	Signature of Preparer (If different from responsible officer)

Reset



CONSULT YOUR LAWYER BEFORE SIGNING THIS AGREEMENT

NOTE: FIRE AND CASUALTY LOSSES AND CONDEMNATION.

This contract form does not provide for what happens in the event of fire or other casualty loss or condemnation before the title closing. Unless different provision is made in the contract, Section 5-1311 of the General Obligations Law will apply. One part of that law make a Purchaser responsible for fire and casualty loss upon taking possession of the Premises before the title closing.

CONTRACT OF SALE

CONTRACT OF SALE made as of May 19, 2005 BETWEEN

KeySpan Generation LLC f/k/a MarketSpan Generation LLC
Address: 175 East Old Country Road, Hicksville, New York 11801

SSN/Federal ID#: 11-3435693

hereinafter called "Seller"

and

Town of Huntington
Address: 100 Main Street, Huntington, New York 11743

SSN/Federal ID#

hereinafter called "Purchaser".

The parties hereby agree as follows:

1. **Premises:** Seller shall sell and convey and Purchaser shall purchase the property together with all buildings and improvements thereon (collectively the "Premises"), more fully described on a separate page marked "Schedule A" as Parcel I annexed hereto and made a part hereof and also known as:

- Property Address: 4.1 acres along the border of the Village of Asharoken and the Town of Huntington, Northport, New York
- Tax Map Designation: District: 0400, Section 10, Block 1, P/O 3.1

Together with Seller's ownership and rights, if any, to land lying in the bed of any street or highway, opened or proposed, adjoining the Premises to the center line thereof, including any right of Seller to any unpaid award by reason of any taking by condemnation and/or for any damage to the Premises by reason of change of grade of any street or highway. Seller shall deliver at no additional cost to Purchaser, at Closing (as hereinafter defined), or thereafter, on demand, any documents that Purchaser may reasonably require for the conveyance of such title and the assignment and collection of such award or damages.

2. ~~Personal Property:~~ This sale also includes all fixtures and articles of personal property now attached or appurtenant to the Premises, unless specifically excluded below. Seller represents and warrants that at Closing they will be paid for and owned by Seller, free and clear of all liens and encumbrances, except any existing mortgage to which this sale may be subject. They include, but are not limited to, plumbing, heating, lighting and cooking fixtures, bathroom and kitchen cabinets, mantels, door mirrors, switch plates and door hardware, venetian blinds, window treatments, mail box, TV aerials, weather vane, flagpole, pumps, shrubbery, fencing, outdoor statuary, tool shed, dishwasher, washing machine, clothes dryer, garbage disposal unit, range, oven, refrigerator, freezer, air conditioning equipment and installations, wall to wall carpeting and built ins not excluded below (strike out inapplicable items) if and as same may exist on the premises. Binder recites and shall control as to applicable items: "——"

Excluded from this sale are furniture and household furnishings and

This contract constitutes the sale of vacant land.

Contract of Sale

3. Purchase Price. The purchase price is \$ 1.00
—payable as follows:

(a) on the signing of this contract, by
—Purchaser's check payable to the Escrowee
—(as hereinafter defined), subject to collection,
—the receipt of which is hereby acknowledged,
—to be held in escrow pursuant to Paragraph 6
—of this contract (the "Downpayment"): \$.00
—Includes \$ binder held by

—(b) by allowance for the principal amount
—unpaid on the existing mortgage on the date
—hereof, payment of which Purchaser shall
—assume by joinder in the deed: \$

—(c) by a purchase money mortgage from
—Purchaser to Seller: \$

—(d) balance at Closing in accordance with
—paragraph 7: \$.00

4. Existing Mortgage. (Delete if inapplicable) If this sale is subject to an existing mortgage as indicated in paragraph 3(b) above:

—(a) The premises shall be conveyed subject to the continuing lien of the existing mortgage, which is presently payable, with interest at the rate of _____ percent per annum in monthly installments of \$ _____ which include principal, interest and escrow amounts, if any, and with any balance of principal being due and payable on _____.

—(b) To the extent that any required payments are made on the existing mortgage between the date hereof and Closing which reduce the unpaid principal amount thereof below the amount shown in paragraph 3(b), then the balance of the price payable at closing under paragraph 3(d) shall be increased by the amount of the payments of principal. Seller represents and warrants that the amount shown in paragraph 3(b) is substantially correct and agrees that only payments required by the existing mortgage will be made between the date hereof and Closing.

—(c) If there is a mortgagee escrow account, Seller shall assign it to Purchaser, if it can be assigned, and in that case Purchaser shall pay the amount in the escrow account to Seller at Closing.

—(d) Seller shall deliver to Purchaser at Closing a certificate dated not more than 30 days before Closing signed by the holder of the existing mortgage, in form for recording, certifying the amount of the unpaid principal, the date to which interest has been paid and the amounts, if any, claimed to be unpaid for principal and interest, itemizing the same. Seller shall pay the fees for recording such certificate. If the holder of the existing mortgage is a bank or other institution as defined in Section 274-a of the Real Property Law ("Institutional Lender"), it may, instead of the certificate, furnish a letter signed by a duly authorized officer, employee or agent, dated not more than 30 days before closing, containing the same information.

—(e) Seller represents and warrants that (i) Seller has delivered to Purchaser true and complete copies of the existing mortgage, the note secured thereby and any extensions and modifications thereof, (ii) the existing mortgage is not now, and at the time of Closing will not be, in default, and (iii) the existing mortgage does not contain any provision that permits the holder of the mortgage to require its

Contract of Sale

immediate payment in full or to change any other term thereof by reason of the sale or conveyance of the Premises.

5. Purchase Money Mortgage. *(Delete if inapplicable)* If there is to be a purchase money mortgage as indicated in paragraph 3(e) above:

(a) The purchase money note and mortgage shall be drawn by the attorney for Seller in the form attached or, if not, in the standard form adopted by the New York State Land Title Association. Purchaser shall pay at Closing the mortgage recording tax, recording fees and the attorney's fees in the amount of \$_____ for its preparation.

(b) The purchase money note and mortgage shall also provide that it is subject and subordinate to the lien of the existing mortgage and any extensions, modifications, replacements or consolidations of the existing mortgage, provided that (i) the interest rate thereof shall not be greater than _____ percent per annum and the total debt service thereunder shall not be greater than \$_____ per annum, and (ii) if the principal amount thereof shall exceed the amount of principal owing and unpaid on the existing mortgage at the time of placing such new mortgage or consolidated mortgage, the excess is to be paid to the holder of such purchase money mortgage in reduction of the principal thereof. The purchase money mortgage shall also provide that such payment to the holder thereof shall not alter or affect the regular installments, if any, of principal payable thereunder and that the holder thereof will, on demand and without charge therefor, execute, acknowledge and deliver any agreement or agreements further to effectuate such subordination.

6. Downpayment in Escrow.

(a) Seller's attorney ("Escrowee") shall hold the Downpayment for Seller's account in escrow in a segregated bank account at *Ulster Savings Bank, 280 Wall Street, Kingston, New York 12401* or *Charter One Bank, 273 Wall Street, Kingston, NY 12401* until Closing or sooner termination of this contract and shall pay over or apply the Downpayment in accordance with the terms of this paragraph. Escrowee shall *(not) (Delete if inapplicable)* hold the Downpayment in an interest-bearing account for the benefit of the parties. If interest is held for the benefit of the parties, it shall be paid to the party entitled to the Downpayment and the party receiving the interest shall pay any income taxes thereon. If interest is not held for the benefit of the parties, the Downpayment shall be placed in an IOLA account or as otherwise permitted or required by law. The Social Security or Federal Identification numbers of the parties shall be furnished to Escrowee upon request. At Closing, the Downpayment shall be paid by Escrowee to Seller. If for any reason Closing does not occur as _____ other party gives Notice (as defined in paragraph 25) to Escrowee demanding payment of the Downpayment, Escrowee shall give prompt Notice to the other party of such demand. If Escrowee does not receive notice of objection from such other party to the proposed payment within (10) business days after the giving of such Notice, Escrowee is hereby authorized and directed to make such payment. If Escrowee does receive such Notice of objection within such 10 day period or if for any other reason Escrowee in good faith shall elect not to make such payment, Escrowee shall continue to hold such amount until otherwise directed by Notice from the parties to this contract or a final, nonappealable judgment, order or decree of a court. However, Escrowee shall have the right at any time to deposit the Downpayment and the interest thereon with the clerk of a court in the county in which the Premises are located and shall give Notice of such deposit to Seller and Purchaser. Upon such deposit or other disbursement in accordance with the terms of this paragraph, Escrowee shall be relieved and discharged of all further obligations and responsibilities hereunder.

(b) The parties acknowledge that, although Escrowee is holding the Downpayment for Seller's account, for all other purposes Escrowee is acting solely as a stakeholder at their request and for their convenience and that Escrowee shall not be liable to either party for any act or omission on its part unless taken or suffered in bad faith or in willful disregard of this contract or involving gross negligence on the part of Escrowee. Seller and Purchaser jointly and severally agree to defend, indemnify and hold Escrowee harmless from and against all costs, claims and expenses (including reasonable attorneys' fees) incurred in

Contract of Sale

connection with the performance of Eserowee's duties hereunder, except with respect to actions or omissions taken or suffered by Eserowee in bad faith or in willful disregard of this contract or involving gross negligence on the part of the Eserowee.

____ (e) Eserowee may act or refrain from acting in respect of any matter referred to herein in full reliance upon and with the advice of counsel which may be selected by it (including any member of its firm) and shall be fully protected in so acting or refraining from action upon the advice of such counsel.

____ (d) Eserowee acknowledges receipt of the Downpayment by check subject to collection and Eserowee's agreement to the provisions of this paragraph by signing in the place indicated on the signature page of this contract.

____ (e) Eserowee or any member of its firm shall be permitted to act as counsel for Seller in any dispute as to the disbursement of the Downpayment or any other dispute between the parties whether or not Eserowee is in possession of the Downpayment and continues to act as Eserowee.

7. Acceptable Funds. All money payable under this contract unless otherwise specified, shall be paid by:

____ (a) Cash, but not over \$1,000.00;

____ (b) Good certified check of Purchaser drawn on or official check issued by any bank, savings trust company or savings and loan association having a banking office in the State of New York, endorsed and payable to the order of Seller, or as Seller may otherwise direct upon not less than three (3) business days notice (by telephone or otherwise) to Purchaser;

____ (c) As to money other than the purchase price payable to Seller at Closing, uncertified check of Purchaser up to the amount of \$1,000.00; and

____ (d) As otherwise agreed to in writing by Seller or Seller's attorney.

8. Mortgage Contingency. *(Delete if inapplicable)* The obligations of Purchaser hereunder are conditioned upon issuance on or before _____, 2003 (the "Commitment Date") of a written commitment from any Institutional Lender pursuant to which such Institutional Lender agrees to make a first mortgage loan, other than a VA, FHA or other governmentally insured loan, to Purchaser, at Purchaser's sole cost and expense, of \$ _____ or such lesser sum as Purchaser shall be willing to accept, at the prevailing fixed rate of _____ interest not to exceed _____ or initial adjustable rate of interest not to exceed _____ for a term of at least 30 years and on other customary commitment terms, whether or not conditional upon any factors other than an appraisal satisfactory to the Institutional Lender. Purchaser shall (a) make prompt application to the Institutional Lender for such mortgage loan, (b) furnish accurate and complete information regarding Purchaser and members of Purchaser's family, as required, (c) pay all fees, points and charges required in connection with such application as _____, (d) pursue such application with diligence, (e) cooperate in good faith with such Institutional Lender to obtain such commitment and (f) promptly give Notice to Seller of the name and address of each Institutional Lender to which Purchaser has made such application. Purchaser shall comply with all requirements of such commitment (or of any other commitment accepted by Purchaser) and shall furnish Seller with a copy thereof promptly after receipt thereof. If such commitment is not issued on or before the Commitment Date, then, unless Purchaser has accepted a commitment that does not comply with the requirements set forth above, Purchaser or Seller may cancel this contract by giving Notice to Seller ~~the other party~~ within 5 business days after the Commitment Date, in which case this contract shall be deemed canceled and thereafter neither party shall have any further rights against or obligations or liabilities to the other by reason of this contract, except that the Downpayment shall be promptly refunded to Purchaser and except as set forth in paragraph 27. If Purchaser fails to give notice of cancellation or if Purchaser shall accept a commitment that does not comply with the terms set forth above, then Purchaser shall be deemed to have waived Purchaser's right to cancel this contract and to receive a refund of the Downpayment by reason of the contingency contained in this Paragraph.

Contract of Sale

9. Permitted Exceptions. The Premises are sold and shall be conveyed subject to:

- (a) Zoning and subdivision laws and regulations, and landmark, historic or wetlands designation, provided that they are not violated by the existing buildings and improvements erected on the property or their use;
- (b) Consents for the erection of any structures on, under or above any streets on which the Premises abut;
- (c) Encroachments of stoops, areas, cellar steps, trim and cornices, if any, upon any street or highway;
- (d) Real estate taxes that are a lien, but are not yet due and payable;
- (e) The other matters, if any, including a survey exception, set forth in a Rider attached; and,
- (f) See Rider

10. Governmental Violations and Orders.

(a) Seller shall comply with all notes or notices of violations of law or municipal ordinances, orders or requirements noted or issued as of the date hereof by any governmental department having authority as to lands, buildings, fire, health, environmental and labor conditions affecting the Premises. The Premises shall be conveyed free of them at Closing. Seller shall furnish Purchaser with any authorizations necessary to make the searches that could disclose these matters.

(b) ~~(Delete if inapplicable)~~ All obligations affecting the Premises pursuant to the Administrative Code of the City of New York incurred prior to Closing and payable in money shall be discharged by Seller at or prior to Closing.

11. Seller's Representations.

(a) Seller represents and warrants to Purchaser that:

- (i) The Premises abut or have a right of access to a public road;
- (ii) Seller is the sole owner of the Premises and has the full right, power and authority to sell, convey and transfer the same in accordance with the terms of this contract;
- (iii) Seller is not a "foreign person" as that term is defined for purposes of the Foreign Investment in Real Property Tax Act, Internal Revenue Code ("IRC") Section 1445, as amended, and the regulations promulgated thereunder (collectively "FIRPTA");
- (iv) The Premises are not affected by any exemptions or abatements of taxes; and
- (v) Seller has been known by no other name for the past ten years, except *none*.

(b) Seller covenants and warrants that all of the representations and warranties set forth in this contract shall be true and correct at Closing.

(c) Except as otherwise expressly set forth in this contract, none of Seller's covenants, representations, warranties or other obligations contained in this contract shall survive Closing.

12. Condition of Property. Purchaser acknowledges and represents that Purchaser is fully aware of the physical condition and state of repair of the Premises and of all other property included in this sale, based on Purchaser's own inspection and investigation thereof, and that Purchaser is entering into this contract based solely upon such inspection and investigation and not upon any information, data, statements or representations, written or oral, as to the physical condition, state of repair, use, cost of operation or any other matter related to the Premises or other property included in the sale, given or made by Seller or its representatives, and shall accept the same "as is" in their present condition and state of repair, subject to reasonable use, wear, tear and natural deterioration between the date hereof and the date of Closing ~~(except as otherwise set forth in paragraph 16(f))~~, without any reduction in the purchase price or claim of any kind for any change in such condition by reason thereof subsequent to the date of this contract. Purchaser and its authorized representatives shall have the

Contract of Sale

right, at reasonable times and upon reasonable notice (by telephone or otherwise) to Seller, to inspect the Premises before Closing.

13. Insurable Title. Seller shall give and Purchaser shall accept such marketable title as any recognized title company licensed to do business in New York shall be willing to approve and insure in accordance with its standard form of title policy approved by the New York State Insurance Department, subject only to the matters provided for in this contract.

14. Closing, Deed and Title.

(a) "Closing" means the settlement of the obligations of Seller and Purchaser to each other under this contract, including the payment of the purchase price to Seller, and the delivery to Purchaser of a deed in proper statutory short form for record, duly executed and acknowledged, so as to convey to Purchaser fee simple title to the Premises free of all encumbrances, except as otherwise herein stated. The deed shall contain a covenant by Seller as required by subd. 5 of Section 13 of the Lien Law.

(b) If Seller is a corporation, it shall deliver to Purchaser at the time of Closing (i) a resolution of Board of Directors authorizing the sale and delivery of the deed, and (ii) a certificate by the Secretary or Assistant Secretary of the corporation certifying such resolution and setting forth facts showing that the transfer is in conformity with the requirements of Section 909 of the Business Corporation Law. The deed in such case shall contain a recital sufficient to establish compliance with that Section.

15. Closing Date and Place. Closing shall take place at the office of Seller

at _____ o'clock on _____, 2004 or, upon reasonable notice (by telephone or otherwise) by Purchaser, at the office of _____

16. Conditions to Closing. This contract and Purchaser's obligation to purchase the Premises are also subject to and conditioned upon the fulfillment of the following conditions precedent:

(a) The accuracy, as of the date of Closing, of the representations and warranties of Seller made in this contract.

~~(b) The cooperation of Seller with Purchaser to obtain, at Purchaser's expense, a valid and subsisting Certificate of Occupancy or other required certificate of compliance, or evidence that none was required, covering the building(s) and all of the other improvements located on the property authorizing their use as a family dwelling.~~

~~(c) The delivery by Seller to Purchaser of a duly executed and sworn affidavit (in form prescribed by law) claiming exemption of the sale contemplated hereby, if such by the case, under Article 31-B of the Tax Law of the State of New York and the Regulations promulgated thereunder, as the same may be amended from time to time (collectively, the "Gains Tax Law"); or if such sale shall not be exempt under the Gains Tax Law, Seller and Purchaser agree to comply in a timely manner with the requirements of the Gains Tax Law and, at closing, Seller shall deliver to Purchaser (i) an official return showing no tax due, or (ii) an official return accompanied by a certified or official bank check of the tax shown to be due thereon. Seller shall (x) pay promptly any additional tax that may become due under the Gains Tax Law, together with interest and penalties thereon, if any, which may be assessed or become due after Closing, and/or execute any other documents that may be required in respect thereof, and (y) indemnify, defend and save Purchaser harmless from and against any of the foregoing and any damage, liability, cost or expense (including reasonable attorney's fees) which may be suffered or incurred by Purchaser by reason of the nonpayment thereof. The provisions of this subparagraph (c) shall survive closing.~~

(d) The delivery by Seller to Purchaser of a certification stating that Seller is not a foreign person, which certification shall be in the form then required by FIRPTA. If Seller fails to deliver the aforesaid

Contract of Sale

certification or if Purchaser is not entitled under FIRPTA to rely on such certification, Purchaser shall deduct and withhold from the purchase price a sum equal to 10% thereof (or any lesser amount permitted by law) and shall at Closing remit the withheld amount with the required forms to the Internal Revenue Service.

(e) The delivery of the Premises ~~and all building(s) and improvements comprising a part thereof in broom clean condition, vacant and free of leases or tenancies, together with the keys to the Premises.~~

(f) ~~All plumbing (including water supply and septic systems, if any), heating and air conditioning, if any, electrical and mechanical systems, equipment and machinery in the building(s) located on the property and all appliances which are included in this sale being in working order and "AS IS" CONDITION, that is, in the same condition as when inspected, as of the date of Closing.~~

(g) ~~If the Premises are a one or two family house, delivery by the parties at Closing of affidavits in compliance with state and local law requirements to the effect that there is installed in the Premises a smoke detecting alarm device or devices.~~

(h) The delivery by the parties of any other affidavits required as a condition of recording the deed.

17. Deed Transfer and Recording Taxes. At Closing, certified or official bank checks payable to the order of the appropriate State, City or County officer in the amount of any applicable transfer and/or recording tax payable by reason of the delivery or recording of the deed or mortgage, if any, shall be delivered by the party required by law or by this contract to pay such transfer and/or recording tax, together with any required tax returns duly executed and sworn to, and such party shall cause any such checks and returns to be delivered to the appropriate officer promptly after Closing. The obligation to pay any additional tax or deficiency and any interest or penalties thereon shall survive Closing.

18. Apportionments and Other Adjustments; Water Meter and Installment Assessments.

(a) To the extent applicable, the following shall be apportioned as of midnight of the day before the day of closing:

(i) ~~taxes, water charges and sewer rents, on the basis of the fiscal period for which assessed;~~

(ii) ~~fuel;~~

(iii) ~~interest on the existing mortgage;~~

(iv) ~~premiums on existing transferable insurance policies and renewals of those expiring prior to Closing;~~

(v) ~~vault charges;~~

(vi) ~~rents as and when collected.~~

(b) If Closing shall occur before a new tax rate is fixed, the apportionment of taxes shall be upon the basis of the tax rate for the immediately preceding lien year applied to the latest assessed valuation.

(c) ~~If there is a water meter on the Premises, Seller shall furnish a reading on a date not more than 30 days before Closing and the unfixed meter charge and sewer rent, if any, shall be apportioned on the basis of such last reading.~~

(d) If at the date of Closing the Premises are affected by an assessment which is or may become payable in annual installments, and the first installment is then a lien, or has been paid, then for the purposes of this contract all the unpaid installments shall be considered due and shall be paid by Seller at or prior to Closing.

(e) Any errors or omissions in computing apportionments or other adjustments at closing shall be corrected within a reasonable time following Closing. This subparagraph shall survive closing.

19. Allowance for Unpaid Taxes, etc. Seller has the option to credit Purchaser as an adjustment to the purchase price with the amount of any unpaid taxes, assessments, water charges and sewer rents, together with any interest and penalties thereon to a date not less than five business days after Closing, provided that official bills therefor computed to said date are produced at closing.

20. Use of Purchase Price to Remove Encumbrances. If at closing there are other liens or encumbrances that Seller is obligated to pay or discharge, Seller may use any portion of the cash balance of the purchase price to pay or discharge them, provided Seller shall simultaneously deliver to Purchaser at Closing instruments in recordable form and sufficient to satisfy such liens or encumbrances or record, together with the cost of recording or filing said instruments. As an alternative Seller may deposit sufficient monies with the title insurance company employed by Purchaser acceptable to and required by it to assure their discharge, but only if the title insurance company will insure Purchaser's title clear of the matters or insure against their enforcement out of the Premises and will insure Purchaser's Institutional Lender clear of such matters. Upon notice (by telephone or otherwise), given not less than three (3) business days before Closing, Purchaser shall provide separate certified or official bank checks as requested to assist in clearing up these matters.

21. Title Examination; Seller's Inability to Convey; Limitations of Liability.

(a) Purchaser shall order an examination of title in respect of the Premises from a title company licensed or authorized to issue title insurance by the New York State Insurance Department or any agent for such title company promptly after the execution of this contract or, ~~if this contract is subject to the mortgage contingency set forth in paragraph 8, after a mortgage commitment has been accepted by Purchaser,~~ Purchaser shall cause a copy of the title report and of any additions thereto to be delivered to the attorney(s) for Seller promptly after receipt thereof.

(b) (i) If at the date of Closing Seller is unable to transfer title to Purchaser in accordance with this contract, or Purchaser has other valid grounds for refusing to close, whether by reason of liens, encumbrances or other objections to title or otherwise (herein collectively called "Defects"), ~~other than those subject to which Purchaser is obligated to accept title hereunder or which Purchaser may have waived and other than those which Seller has herein expressly agreed to remove, remedy or discharge and if Purchaser shall be unwilling to waive the same and to close title without abatement of the purchase price, then, except as hereinafter set forth, Seller shall have the right, at Seller's sole election, either to take such action as Seller may deem advisable to remove, remedy, discharge or comply with such Defects or to cancel this contract.~~

(ii) ~~if Seller elects to take action to remove, remedy or comply with such Defects, Seller shall be entitled from time to time, upon Notice to Purchaser, to adjourn the date for Closing hereunder for a period or periods not exceeding 60 days in the aggregate (but not extending beyond the date upon which Purchaser's mortgage commitment, if any, shall expire), and the date for Closing shall be adjourned to a date specified by Seller not beyond such period. If for any reason whatsoever, Seller shall not have succeeded in removing, remedying or complying with such Defects at the expiration of such adjournment(s), and if Purchaser still be unwilling to waive the same and to close title without abatement of the purchase price, then either Seller may cancel this contract by Notice to the other given within 10 days after such adjourned date~~

(iii) ~~notwithstanding the foregoing, the existing mortgage (unless this sale is subject to the same) and any matter created by Seller after the date hereof shall be released, discharged or otherwise cured by Seller at or prior to Closing.~~

(c) If this contract is canceled pursuant to its terms, ~~other than as a result of Purchaser's default,~~ this contract shall terminate and come to an end, and neither party shall have any further rights, obligations or liabilities against or to the other hereunder or otherwise, except that:

(i) ~~Seller shall promptly refund or cause the Escrowee to refund the Downpayment to Purchaser and, unless canceled as a result of Purchaser's default or pursuant to paragraph 8, to reimburse Purchaser for the net cost of examination of title, including any appropriate additional charges related thereto, and the net cost, if actually paid or incurred by Purchaser, for updating the existing survey of the Premises or of a new survey; and~~

(ii) The obligations under paragraph 27 shall survive the termination of this contract.

Contract of Sale

22. **Affidavit as to Judgments, Bankruptcies, etc.** If a title examination discloses judgments, bankruptcies or other returns against persons having names the same or similar to that of Seller, Seller shall deliver an affidavit at Closing showing that they are not against the Seller.

23. Defaults and Remedies

~~(a) If Purchaser defaults hereunder, Seller's sole remedy shall be to receive and retain the Downpayment as liquidated damages, it being agreed that Seller's damages in case of Purchaser's default might be impossible to ascertain and that the Downpayment constitutes a fair and reasonable amount of damages under the circumstances and is not a penalty.~~

~~(b) If Seller defaults hereunder, Purchaser shall have such remedies as Purchaser shall be entitled to at law or in equity, including, but not limited to, specific performance.~~

24. **Purchaser's Lien.** All money paid on account of this contract, and the reasonable expenses of examination of title to the Premises and of any survey and survey inspection charges, are hereby made liens on the Premises, but such liens shall not continue after default by Purchaser under this contract.

25. **Notices.** Any notice or other communication ("Notice") shall be in writing and either (a) sent by either of the parties hereto or by their respective attorneys who are hereby registered to do so on their behalf or by the Escrowee, by registered or certified mail, postage prepaid, or (b) delivered in person or by overnight courier, with receipt acknowledged, to the respective addresses given in the Rider to this contract for the party and the Escrowee, to whom the Notice is to be given, or to such other address as such party or Escrowee shall hereafter designate by Notice given to the other party or parties and the Escrowee pursuant to this paragraph. Each Notice mailed shall be deemed given only upon receipt by Escrowee and each Notice delivered in person or by overnight courier shall be deemed given when delivered.

26. **No Assignment.** This contract may not be assigned by Purchaser without the prior written consent of Seller in each instance and any purported assignment(s) made without such consent shall be void.

27. **Broker.** Seller and Purchaser each represents and warrants to the other that it has not dealt with any broker in connection with this sale other than ~~_____ ("Broker") and Seller shall pay Broker any commission earned pursuant to a separate agreement between Seller and Broker.~~ Seller and Purchaser shall indemnify and defend each other against any costs, claims and expenses, including reasonable attorney's fees, arising out of the ~~by _____~~ on their respective parts of any representation or agreement contained in this paragraph. The provisions of ~~this~~ paragraph shall survive Closing or, if Closing does not occur, the termination of this contract.

28. Miscellaneous.

(a) All prior understandings, agreements, representations and warranties, oral or written, between Seller and Purchaser are merged in this contract; it completely expresses their full agreement and has been entered into after full investigation, neither party relying upon any statement made by anyone else that is not set forth in this contract;

(b) Neither this contract nor any provision thereof may be waived, changed or canceled except in writing. This contract shall also apply to and bind the heirs, distributees, legal representatives, successors and permitted assigns of the respective parties. The parties hereby authorize their respective attorneys to agree in writing to any changes in dates and time periods provided for in this contract.

(c) Any singular word or term herein shall also be read as in the plural and the neuter shall include the masculine and feminine gender, whenever the sense of this contract may require it.

(d) The captions in this contract are for convenience of reference only and in no way define, limit or describe the scope of this contract and shall not be considered in the interpretation of this contract or any provision hereof.

Contract of Sale

(e) This contract shall not be binding or effective until duly executed and delivered by Seller and Purchaser.

(f) Seller and Purchaser shall comply with IRC reporting requirements, if applicable. This subparagraph shall survive Closing.

(g) Each party shall, at any time and from time to time, execute, acknowledge where appropriate and deliver such further instruments and documents and take other action as may be reasonably requested by the other in order to carry out the intent and purpose of this contract. This subparagraph shall survive Closing.

(h) This contract is intended for the exclusive benefit of the parties hereto and except as otherwise expressly provided herein, shall not be for the benefit of, and shall not create any rights in, or be enforceable by, any other person or entity.

IN WITNESS WHEREOF, this contract has been duly executed by the parties hereto.

SELLER



Seller

PURCHASER



Purchaser

Purchaser

Attorney for Seller:

Allen M. Hecht, Esq.
175 East Old Country Road
Hicksville, New York 11801
Tel: (516) 545-3769
Fax: (516) 545-5029

Attorney for Purchaser:

J. Edward Gathman, Jr., Esq.
Gathman & Bennett, LLP
191 New York Avenue
Huntington, New York 11743
Tel: (631) 423-7777
Fax: (631) 423-7784

Receipt of the Down payment is acknowledged and the undersigned agrees to act in accordance with the provisions of Paragraph 6 above.



Escrowee

CONTRACT OF SALE

TITLE NO.

KeySpan Generation LLC f/k/a MarketSpan
Generation LLC

TO
Town of Huntington

PREMISES

District 0400

Section 010

Block 1

Lot P/O 3.1

County or Town Northport

Street Number Address

**RIDER ANNEXED TO AND FORMING PART OF
CONTRACT OF SALE DATED MAY 16, 2005 BETWEEN
KEYSPAN GENERATION LLC f/k/a MARKETSPAN GENERATION LLC,
AS SELLER AND TOWN OF HUNTINGTON AS PURCHASER**

29. Paragraph 9 of the form portion of this contract is hereby amended to add the following:

- (g) Any state of facts an accurate survey may show provided same does not render title unmarketable.
- (h) Covenants, restrictions, easements and filed maps, if any, of record;
- (i) Variations between fence, hedge and record lines shall be deemed not to render title unmarketable and purchaser shall accept such variations, provided such variations and any encroachments do not exceed one foot (1').

30. COVENANT VIOLATION

The violation of any covenant or restriction by existing improvements shall not be deemed an objection to title if the title company examining the title shall agree to insure that such improvements may remain as long as they shall stand in their present location.

31. INCONSISTENT PROVISIONS

If there shall be any inconsistencies between this rider and the basic form contract herein, this rider shall control and take precedence over said printed form of contract.

32. REPORTING

Purchaser shall be responsible for reporting the closing of this real estate transaction to the Town of Huntington Assessor.

33. ACCEPTANCE OF DEED

The acceptance of the deed by Purchaser shall be deemed to constitute full performance of every agreement and obligation of Seller and no agreement, representation or warranty shall survive delivery of the deed unless such survival is specified in writing.

34. INABILITY TO CONVEY TITLE

If Seller is unable to convey title in accordance with this contract, all rights and obligations hereunder by either party to the other shall cease and terminate and this contract shall be null and void. Notwithstanding the foregoing, Purchaser may elect to accept such title as Seller may be able to convey, and in any case, acceptance of a deed by Purchaser shall be in full satisfaction and discharge of all obligations of Seller under this contract.

35. NEW YORK STATE TRANSFER TAX

The parties agree that this conveyance is not subject to New York State transfer tax.

36. RECORDING

This contract may not be recorded by Purchaser without the written consent of Seller. If Purchaser does record this contract without Seller's consent, Seller may cancel the contract and retain the down payment made by Purchaser and thereupon no party shall have any right against any other party hereunder.

37. SUPPLEMENTAL WAIVER OF LIABILITY

Seller has not made and does not make any representations as to the zone classification of the Premises, the use to which the Premises may be placed, the surface or subsurface conditions on the Premises, the taxes affecting the Premises or as to any other thing or matter affecting or related to the aforesaid Premises except as herein specifically set forth, and Purchaser hereby expressly acknowledges that no such representations have been made, and further agrees to take the Premises in its present condition. It is mutually agreed that Seller is not liable or bound in any manner by any statements, representations or information pertaining to the Premises furnished by any agent, employee, servant or other person unless the same is specifically set forth herein. The acceptance by Purchaser of the deed of conveyance shall be deemed and construed as a conclusive acknowledgment by Purchaser of the due and full performance by Seller of all of the terms, covenants, and provisions of the within agreement, both expressed and implied on the part of Seller to be kept and performed, excepting those, if any, which by express provision survive delivery of the deed.

38. DEFAULT

It is understood and agreed between the parties hereto, that if Purchaser willfully defaults under the terms of this contract, Purchaser shall have no further claim thereto and thereupon this Agreement shall come to an end and become null and void.

39. PURCHASER OBLIGATIONS

(a) Purchaser is purchasing the Premises to construct a meeting hall for the American Legion Posts (the "American Legion") and Town of Huntington Offices. Purchaser agrees:

(i) that the American Legion in conjunction with the Town of Huntington shall build only a building (the "Building"), and parking area for use by the American Legion and by the Town of Huntington on the Premises;

(ii) the Building shall be limited to two (2) stories with no basement;

(iii) all events at the Building shall take place between the hours of 9:00 a.m. and 11:30 p.m.;

(iv) that it shall create construction drawings, plans, and specifications (collectively, the "Plans and Specifications") at Purchaser's sole cost and expense and shall submit the Plans and Specifications to Seller prior to any construction activities. Purchaser shall provide Seller at least fourteen (14) days notice prior to the commencement of any construction activities;

(v) that it shall, at its sole cost, shall obtain any and all government approvals and permits, including but not limited to, New York State Environmental Quality Review Act ("SEQRA") approval, for the purchase of the Premises and the construction of the Building.

These conditions shall survive the closing of title and delivery of the deed.

(b) The Parties acknowledge that a portion of the Building shall be utilized by the Suffolk County Police Department as a changing facility for Police Officers. Such use may occur on a twenty four (24) hour per day basis.

(c) Purchaser shall continue to regulate operation of the boat ramp as part of an effort to maintain security at the Northport Power Plant;

(d) The two hundred foot (200') buffer established by March 1956 resolution of the Town Board of the Town of Huntington, a copy of which is attached hereto as "Schedule B," codified in section 198-39 of the Code of the Town of Huntington, New York, and more particularly described as set forth in "Schedule A" as "200' Wide Buffer Zone," shall not be extended, moved or changed or effected in any way by transfer of the Premises. This condition shall survive the closing of title and delivery of the deed.

(e) Future subdivision of the remaining property owned by Seller shall not be affected. This condition shall survive the closing of title and delivery of the deed.

(f) Purchaser, at its own cost and expense, shall undertake and complete all steps required to have the Premises designated as a new tax lot in the name of Purchaser, including but not

limited to a tax map apportionment, subdivision, land division or lot line change, so that Seller is no longer shown as the owner of record or required to pay taxes on the Premises. Purchaser shall notify Seller of such efforts undertaken by Purchaser, and shall notify seller of the new tax map designation. Purchaser shall defend, indemnify and hold Seller harmless from and against all costs, claims and expenses (including reasonable attorneys' fees) incurred in connection with the performance of Purchaser's duties hereunder. This condition shall survive the closing of title and delivery of the deed.

(g) Purchaser shall grant to Seller a permanent, and perpetual easement, right, and privilege for Seller to place temporarily dredge spoils on the existing property owned by Purchaser lying and being in Suffolk County Tax Map Number 0400-007.00-01.00-003.000, more particularly described as set forth in "Schedule A." This condition shall survive the closing of title and delivery of the deed.

(h) Purchaser shall (i) grant to Seller an exclusive, permanent, and perpetual easement, right, and privilege for ingress and egress and to construct, install, reconstruct, relocate, operate, repair, maintain and, at its pleasure, remove underground gas and communication systems and related facilities and appurtenances; and (ii) grant to the Long Island Lighting Company d/b/a LIPA an exclusive, permanent, and perpetual easement, right, and privilege for ingress and egress and to construct, install, reconstruct, relocate, operate, repair, maintain and, at its pleasure, remove overhead and underground electric and communication systems and related facilities and appurtenances. Both easements shall be located within a one hundred foot (100') wide easement area under the eastern side of existing property owned by Purchaser lying and being in Suffolk County Tax Map Number 0400-007.00-01.00-003.000, more particularly described as set forth in "Schedule A" as "Easement Area." This condition shall survive the closing of title and delivery of the deed.

(i) As additional consideration for this transaction, in the event the Spagnoli Road Energy Center is to be constructed, Purchaser shall allow, expedite, and assist Seller or any related entity of Seller, with any required hook-up to Purchaser's storm water recharge basin at Suffolk County Tax Map 0400-266-01-8.2. This condition shall survive the closing of title and the delivery of the deed.

(j) In the event that Purchaser fails to meet its obligation set forth in paragraph (i) above, the Premises automatically reverts back to Seller. This condition shall survive the closing of title and delivery of the deed. (i)
AM

40. INDEMNIFICATION / ENVIRONMENTAL LIABILITY

(a) Purchaser shall indemnify and hold harmless Seller and its directors, trustees, officers, employees, affiliates, agents, licensees, invitees, assigns, successors, and representatives from and against all losses, penalties, liabilities, damages, liens, claims, demands, causes of action, costs, proceedings, suits, judgments, encumbrances or expenses of whatever form or nature, including reasonable attorneys' fees and other costs of legal defense and of investigating any proceeding commenced or threatened, whether direct or indirect, as a result of, arising out of or in any way connected with Purchaser's and / or the American Legion's activities, ownership / use of the Premises, and activities at the Hall, whenever made or incurred. Seller shall have the right to demand that Purchaser undertake to defend any and all suits and to investigate and

defend any such claims, against Seller or its directors, trustees, officers, employees, affiliates, agents, licensees, invitees, assigns, successors, and representatives.

(b) Purchaser's obligations under this section shall, without limitation, survive the closing of title and delivery of the deed.

41. ENVIRONMENTAL LIABILITY

(a) Purchaser shall defend, indemnify and hold harmless Seller and its directors, trustees, officers, employees, affiliates, agents, licensees, invitees, assigns, successors, and representatives from and against any and all losses, penalties, liabilities, damages, liens, claims, demands, causes of action costs, proceedings, suits, judgments, encumbrances or expenses of whatever form or nature, including reasonable attorneys' fees and other costs of legal defense and of investigating any proceeding commenced or threatened, whether direct or indirect, arising out of or related to or in any way connected with (i) the presence of any Hazardous Substances or Hazardous Materials at or in the Premises at any time prior to the closing, on the closing date or after the closing; (ii) the Release of Hazardous Substances or Hazardous Materials arising out of Purchaser's and / or the American Legion's activities on the Premises prior to the closing, on the closing date or after the closing; or (iii) Purchaser's or the American Legion's activities on and / or ownership / use of the Premises prior to the closing, on the closing date or after the closing.

"Hazardous Substance" or "Hazardous Material" shall mean (i) any solid, liquid, or gaseous chemical, material, or substance that is regulated by any present or future federal, state, regional, or local law, ordinance, rule, regulation, notice, order, or guidance, including but not limited to any chemical, material, or substance that is designated or regulated as a hazardous or toxic chemical, material or substance, or (ii) any chemical, material or substance the presence of which could be detrimental to the Premises, property or hazardous to human health or safety or the environment, including but not limited to radioactive materials, including radon, natural gas, natural gas liquids (all of the foregoing gas called "Natural Gas Products"), liquefied natural gas, synthetic gas, or mixtures of Natural Gas Products and synthetic gas, lead, asbestos containing materials, polychlorinated biphenyls, urea formaldehyde, and petroleum products.

"Release" shall mean any release, spill, leak, discharge, disposal, pumping, pouring, emitting, employing, injecting, leaching, dumping, or allow to escape or migrate into or through the environment.

(b) This indemnification includes, without limitation, any and all costs incurred because of any investigation, review or testing of the Premises or any cleanup, removal of structures, or restoration required or requested by a federal, state or local agency or political subdivision, including, without limitation, any such costs associated with the contamination of adjacent property or ground water (i) arising out of or related to or in any way connected with the presence of any Hazardous Substances or Hazardous Materials at or in the Premises at any time prior to the closing, on the closing date or after the closing; (ii) caused by Purchaser and / or the American Legion prior to the closing, on the closing date or after the closing; or (iii) arising out

of Purchaser's or the American Legion's activities on and / or ownership / use of the Premises prior to the closing, on the closing date or after the closing.

(c) This indemnification shall include all third party claims arising out of or related to or in any way connected with (i) the presence of any Hazardous Substances or Hazardous Materials at or in the Premises at any time prior to the closing, on the closing date or after the closing; (ii) the Release of Hazardous Substances or Hazardous Materials arising out of Purchaser's and / or the American Legion's activities on the Premises prior to the closing, on the closing date or after the closing; or (iii) Purchaser's or the American Legion's activities on and / or ownership / use of the Premises prior to the closing, on the closing date or after the closing.

Purchaser agrees to the inclusion of a covenant in the Deed that Purchaser shall remain responsible to defend, indemnify and hold harmless Seller as set forth in this section.

Purchaser's obligations under this section shall, without limitation, survive the closing of title and delivery of the deed.

42. CONDITION OF PREMISES

(a) As-Is. (i) Purchaser acknowledges that it had the full opportunity and did in fact conduct and perform a Phase I Environmental Audit and a Phase II Environmental Audit, including but not limited to soil samples, groundwater tests and such other tests and reviews reasonably deemed necessary by Purchaser and its engineers and consultants; and that Purchaser is satisfied with the results. (ii) Purchaser acknowledges that except as otherwise set forth in this Agreement, Seller is selling, and Purchaser shall accept, the Premises "AS IS," normal wear and tear excepted WITHOUT ANY REPRESENTATION OR WARRANTY, STATED OR IMPLIED, WHATSOEVER BY SELLER OR ANY EMPLOYEES, REPRESENTATIVES OR AGENTS OF SELLER RELATING TO THE PREMISES, INCLUDING BUT NOT LIMITED TO THE EXPRESSED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH THE EXCEPTION OF THE EXPRESS, LIMITED REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT.

(b) Release. Except as otherwise set forth in this Agreement, Purchaser, on behalf of itself, its officers, directors, members, partners and its and their respective successors and assigns, shall, and by the execution of this Agreement does, hereby forever release Seller, its officers, directors, shareholders, partners (limited and general), members, joint venturers, principals, agents, managing agent and employees, affiliates and subsidiaries, and its and their respective successors and assigns, of and from any and all losses, liabilities, damages, claims, demands, causes of action, costs and expenses, whether known or unknown, arising out of or in any way connected with Purchaser's and / or the American Legion's activities, ownership / use of the Premises, and activities at the Building, including, without limitation, the condition of title to, and the structural condition of the Premises.

Purchaser, by the execution of this Agreement, does hereby forever release Seller of and from any claims and causes of action existing now or hereafter created or enacted, whether at

common law or by federal, state, county, or municipal law or ordinance regarding the release, treatment, storage, removal or disposal of Hazardous Substances or Hazardous Materials. Purchaser agrees never to commence, aid in any way, or prosecute against Seller, its officers, directors, shareholders, partners (limited and general), members, joint venturers, principals, agents and employees, affiliates and subsidiaries, and its and their respective successors and assigns, any action or other proceeding based upon any losses, liabilities, damages, claims, demands, causes of action, costs and expenses, covered in this paragraph.

(c) Waiver. Purchaser expressly waives any rights or benefits available to it with respect to the foregoing release under any provision of applicable law which generally provides that a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time the release is agreed to, which, if known to such creditor, would materially affect a settlement. Purchaser, by the execution of this Agreement, acknowledges that Purchaser fully understands the foregoing, and with this understanding, nonetheless elects to and does assume all risk for claims known or unknown, described in this section.

(d) Merger. It is understood and agreed that all oral or written statements, representations or promises, of any and all prior negotiations and agreements are superseded and hereby merged in this Agreement, which alone fully and completely expresses the parties' agreement, and that the same is entered into after full investigation, neither party relying upon any statement or representation, not embodied in this Agreement, made by the other. Seller shall not be liable for or bound by any verbal or written statements, representations or information pertaining to the Premises furnished by any real estate broker, agent, employee, servant or any other person, unless the same are specifically set forth herein. All prior oral or written statements, representations, or promises, if any, and all prior negotiations and agreements heretofore had between the parties hereto are superseded by this Agreement and are merged herein.

43. SELLER APPROVALS

The Parties agree that the terms of this agreement are subject to

(a) Approval by the New York State Public Service Commission of the sale of the Premises and the grant of the Easement;

(b) Waiver by the Long Island Power Authority ("LIPA") of its rights as provided for under Articles 2 and 5 of the Generation Purchase Right Agreement by and among Long Island Lighting Company ("LILCO") and LIPA, dated as of June 26, 1997, and as provided for in Schedule F of the Agreement and Plan of Merger by and among MarketSpan Corporation (formerly named BL Holding Corp.), LILCO, LIPA, and LIPA Acquisition Corp., dated as June 26, 1997;

(c) Approved by the GENCO Board of Directors of the sale of the Premises and the grant of the Easement; and

(d) Approval by any other required governmental entity and / or third party.

Should such approvals / waiver not be obtained or if such approvals / waiver are subsequently withdrawn, Seller and Purchaser shall be relieved from their respective obligations hereunder with no further recourse towards each other; and this agreement shall be deemed terminated and rendered null and void.

44. SELLER OBLIGATIONS

(a) Seller shall grant to Purchaser a non-exclusive right and privilege for ingress and egress to and from the Hall over certain real property owned by Seller and in addition to the Premises (the "Easement"). The Easement is more fully described as "Parcel II" on a separate page marked "Schedule A," annexed hereto and made a part hereof. In the event that Seller desires to use the Easement area, Purchaser shall at Purchaser's sole cost remove all structures, if any, built by Purchaser in the easement area.

(b) Seller agrees that neither it nor any related entity of Seller shall commence a proceeding for the reduction of property taxes based upon the transfer of the Premises.

45. NOTICES

Paragraph 25 of the form portion of this contract is hereby amended to add:

(c) Notice may be given by facsimile to the numbers set forth in (d) below. Facsimile notice shall be deemed to have been duly given/received within upon completion of transmissions (which is confirmed by telephone or a statement generated by the transmitting machine) provided it is sent by facsimile to compatible equipment in the possession of the recipient.

(d) Notices and other communications hereunder shall be addressed to the party for whom it is intended at the address hereinafter set forth:

If to Seller: Helen R. Duffy
KeySpan Corporation
175 East Old Country Road
Hicksville, New York 11801
Phone: 516-545-3769, Facsimile: 516-545-5029

Cc:
Allen M. Hecht, Esq.
175 East Old Country Road
Hicksville, New York 11801
Phone: 516- 545-3769, Facsimile: 516- 545-5029

If to Purchaser:

J. Edward Gathman, Jr., Esq.
Gathman & Bennett, LLP
191 New York Avenue
Huntington, New York 11743
Phone: 631-423-7777, Facsimile: 631-423-7784

TOWN OF HUNTINGTON

By: 

Name: FRANK P. PETRONE

Title: SUPERVISOR

: 6/20/05

KEYSPAN GENERATION LLC

By: 

Name: JAMES K. BRENNAN

Title: VICE PRESIDENT

Date: _____

A

SUFFOLK COUNTY TAX MAP
DIST. 0400 ; SECT. 010 ; BLK. I

LONG ISLAND SOUND

ROCKS

Parcel II
1.25 Acres

Village Of
Asharoken
Property

SUFFOLK COUNTY TAX MAP
DIST. 0400 ; SECT. 008 ; BLK. I

LOT 30.3

LOT 30.4

Parcel I
4.10 Acres

Now Or Formerly
Town Of
Huntington
Property

SUFFOLK COUNTY TAX MAP
DIST. 0400 ; SECT. 007 ; BLK. I
LOT 3

Easement Area
= 39,082 Sq.Ft.
or 0.90 Acres

R-20

R=36.70'
L=22.20'

S25°19'05"W
56.41'

S83°21'13"W

I-6

200' Wide
Buffer Zone

Balt
House

Parking Lot

SUFFOLK COUNTY TAX MAP
DIST. 0400 ; SECT. 010 ; BLK. I
P/O LOT 3.1

Now or Formerly
Keyspan Generation LLC
F/K/A Marketspan Generation LLC

P/O NORTHPORT POWER STATION



NOTES :

- 1) Unauthorized alteration or addition to a survey map bearing a licensed land surveyors seal is a violation of section 7209, sub-division 2 of the N.Y. STATE Education Law and is illegal.
- 2) Only copies from the original of this survey marked with an original of the land surveyor's embossed seal or purple seal shall be valid copies.
- 3) Certifications indicated hereon signify that this survey was prepared in accordance with the existing Code of Practice for Land Surveys adopted by the N.Y. State Association of Professional Land Surveyors. Said certifications shall run only to the person for whom the survey is prepared, and on behalf of the Title company, governmental agency and lending institution listed hereon and to the assignees of the lending institution. Certifications are not transferable to additional institutions or subsequent owners.
- 4) Underground improvements or encroachments, if any, are not shown hereon.
- 5) R-20 Zoning residents
- 6) I-6 Zoning Generations 50 Acres +

PREPARED BY
KEYSPAN ENGINEERING & SURVEY, INC.
SURVEY DIVISION

Roy D. Hunt
ROY D. HUNT N.Y.S. LIC.#050220
SYSTEM SURVEYOR

SURVEY OF
100' WIDE EASEMENT
TO KEYSpan GENERATION LLC
FROM THE
TOWN OF HUNTINGTON
Suffolk County Tax Map
Dist. 0400, Sect. 007, Blk. 01
P/O Lot 3
Situated In

Northport, Town Of Huntington
Suffolk County, New York
Scale: 1" = 200' Dated: MAY 17, 2005

DISC FILE #
P.F. MF-PP

JOB No.
AU0208-Ease

QUAD No.
03743

DWG. FILE No.
Ease - Pcl 350

Description of Property
Suffolk County Tax Map (2002)
District 0400 ; Section 010 ; Block 1
P/O Lot 3.1
Keyspan Property
(Northport Power Station)
Situating in
Northport , Town of Huntington
Suffolk County , State of New York

PARCEL I

Beginning at the northwesterly corner of the herein described property , said true point or place of beginning being more fully described and located as follows:

Beginning at the intersection of the division line of Suffolk County Tax Map - District 0400 ; Section 008 ; Block 1 ; Lot 30.3 (Village of Asharoken Property) northeasterly corner and District 0400 ; Section 008 ; Block 1 ; Lot 30.4 (Keyspan Property - Northport Power Station) northwesterly corner , thence running along the northerly division line of Lot 30.4 to the south and the Long Island Sound to the north South 79° 53' 20" East 110.00 feet to a point on the Village Line of Asharoken and the Town of Huntington ; thence running along said Village Line South 12° 03' 35" West 100.06 feet to the true point or place of beginning (A) .

Thence running through P/O Lot 3.1 the following SIX (6) courses :

1. South 79° 53' 20" East 221.10 feet to a point ;
2. South 00° 25' 30" East 275.91 feet to a point ;
3. South 27° 11' 08" East 211.24 feet to a point ;
4. Along the arc of a curve to the left having a radius of 36.70 feet and a length 22.20 feet to a point ;
5. South 25° 19' 05" West 56.41 feet to a point ;
6. South 83° 21' 13" West 411.14 feet to a point on the Village Line ;

Thence running along said Village Line North 12° 03' 35" East 631.67 feet to the true point or place of beginning .

Containing within said bounds 4.10 acres more or less.

PARCEL II

Ingress and Egress Easement

Beach rights only - No Construction

Beginning at the northwesterly corner of herein described easement , said to be the true point or place of beginning being more fully described and located as follows :

Beginning at the intersection of the division line of Suffolk County Tax Map - District 0400 ; Section 008 ; Block 1 ; Lot 30.3 (Village of Asharoken Property) northeasterly corner and District 0400 ; Section 008 ; Block 1 ; Lot 30.4 (Keyspan Property - Northport Power Station) northwesterly corner , thence running along the northerly division line of Lot 30.4 to the south and the Long Island Sound to the north South 79° 53' 20" West 110.00 feet to the true point or place of beginning (B) .

Thence running along said division line South 79° 53' 20" East 249.96 feet to a point

Grid - 03743
Job# AU0209
8/9/02

on the northwesterly corner of Suffolk County Tax Map – District 0400 ; Section 007 ;
Block 1 ; Lot 3 (Town Of Huntington Property) ;

Thence running along said division line the following TWO (2) courses :

1. South 00° 25' 30" East 378.09 feet to a point ;
2. South 79° 53' 17" East 100.00 feet to a point ;

Thence running through P/O Lot 3.1 the following SIX (6) courses:

1. South 09° 50' 28" West 157.85 feet to a point ;
2. South 82° 51' 18" West 11.29 feet to a point ;
3. Along the arc of a curve to the left having a radius of 36.70 feet and a length of 14.83 feet to a point ;
4. North 27° 11' 08" West 221.24 feet to a point ;
5. North 00° 25' 30" West 275.91 feet to a point ;
6. North 79° 53' 20" West 221.10 feet to a point on the Village Line of Asharoken and the Town Of Huntington ;

Thence running along said Village Line North 12° 03' 35" East 100.06 feet to the true point or place of beginning .

Containing within said bounds 1.25 acres more or less.

Legal Description was
established from Survey by:
KeySpan Survey Division
Dated: Aug. 9, 2002

Bearings, Distances and Area
of Property were computed
by KeySpan System Surveyor
Roy D. Hunt L.S. #050220



CORPORATE ID # _____

B



EVERY™



RECYCLED PAPER MADE FROM 20% POST CONSUMER CONTENT

generating
Sta. Dist.

The following resolution was offered by Councilman Fairman, seconded by Councilman Hahn: RESOLVED That the Building Zone Ordinance, of the Town of Huntington be amended as follows: By adding the following new section to follow Section 3, Article VII as follows:

Section 4. Generating Station District. In a Generating Station District, no building shall be erected except those used in connection with the generation, transmission and distribution of electric energy, among other places, the site of Huntington by a corporation subject to the jurisdiction of the Public Service Commission of the State of New York.

(A) Area. The minimum area shall be one acre and no more than 50% of the acreage shall be used for buildings or the storage of fuel, except during construction periods.

(B) Setbacks. No buildings shall be erected in said district within 200 feet of the exterior lines thereof, except:

(1) Where such exterior line borders on the Long Island Sound or harbor, bay, or inlet thereof, and

(2) Where a buffer strip zoned for residential purposes is owned by such corporation described in this section, the width of such buffer strip shall be included in computing the setback.

(C) Height Limitation. No building shall be erected in excess of a height of 250 feet except that a chimney stack may be erected in excess of such height.

(D) On-site parking. Provision must be made for all deliveries and employee parking within the site, to be paved and maintained at all times.

(E) Landscaping. Permit for any building shall be submitted to the Planning Board showing the manner in which the property will be landscaped upon the completion of construction. The Planning Board may make such reasonable modifications to such proposed plans prior to approval, which modifications shall include the designation of planting strips or fences to be installed within the boundaries of the premises.

Vote: Cermak, yes; Berry, yes; Fairman, yes; Hahn, yes; Gates, yes.
The resolution was thereupon declared duly adopted.

The following resolution was offered by Councilman Fairman, seconded by Councilman Hahn: RESOLVED That the Building Zone Ordinance and Building Zone Map of the Town of Huntington be amended as follows: By changing from Residence B to Generating Station District, all those certain pieces or parcels of land lying near Northport, Town of Huntington, State of New York, except as stated hereinafter, bounded and described as follows:

By changing from Residence "B" to "Generating Station District" all those certain pieces or parcels of land lying near Northport (unincorporated area), Town of Huntington, County of Suffolk, State of New York, except as stated hereinafter, bounded and described as follows:

Beginning at the intersection of the westerly side of Waterside Road and the northerly side of Eatons Neck Road (Dugway), and thence proceeding northerly along the westerly side of Waterside Road North 44° 44' 00" East 168.84 feet; thence North 38° 40' East 165.91 feet; thence North 43° 20' 40" East 232.18 feet; thence North 41° 06' 20" East 204.69 feet to the intersection of the westerly side of Waterside Avenue with the southerly line of the property now or formerly of Arabo; thence westerly along the southerly line of the said property now or formerly of Arabo, North 67° 48' 30" West 179.10 feet; thence North 68° 14' 30" West 262.73 feet; thence North 67° 11' 00" West 205.16 feet; thence North 65° 28' 20" West 320.54 feet; thence North 64° 31' 00" West 302.23 feet; thence North 65° 08' 20" West 120.68 feet; thence North 61° 41' 40" West 399.93 feet to the shore of the lake; thence westerly along the shore of the lake as it winds and turns, thence North 62° West 87.73 feet; thence North 62° 14' 20" West 61.30 feet to the intersection of the dividing line between property now or formerly of Northrop Realty Corporation and William N.

Beach and property now or formerly of Bayhart Realty Corporation and William N. Beach, thence northerly across the lake on a straight line to a point in the lake (which point can be located by proceeding from said point of intersection of the lake shore with the last aforementioned dividing line easterly and then northerly along the shore of the lake South 62° 14' 00" East 61.30 feet; thence South 84° 03' 30" East 87.73 feet; thence North 72° 51' 23' 10" East 45.71 feet; thence North 26° East 102.78 feet; thence North 50° 00' East 44.17 feet; thence North 18° 17' 00" West 27.79 feet; thence North 15° 01' 00" East 70.74 feet; thence North 28° 06' 40" East 107.94 feet to a point; thence westerly across said lake North 66° 52' 30" West 340.40 feet; thence northerly from said point in the lake North 00° 00' 10" West 1580.39 feet more or less to the highwater line of Long Island Sound; thence westerly and southwesterly along the highwater line of Long Island Sound as it winds and turns across the head of the inlet or lagoon, and still along the highwater line of Long Island Sound as it winds and turns to the point of intersection of said highwater line with the eastern boundary line of the Village of Asharoken, and thence southerly from said point of intersection along said easterly boundary of the Village of Asharoken and a southerly prolongation thereof to the northerly side of Eatons Neck Road (Dugway); thence easterly along the northerly side of Eatons Neck Road (Dugway) to the point or place of

Excepting therefrom, however, the cemetery located on the northerly side of Eatons Neck Road (Dugway) described as follows:

Beginning at the intersection of the westerly side of Waterside Road and the northerly side of Eatons Neck Road (Dugway) and thence proceeding westerly along the northerly boundary of said Eatons Neck Road (Dugway) the following twelve courses and distances:

North 23° 44' 00" West 74.93 feet;
North 14° 01' 50" West 138.63 feet;
North 33° 23' 30" West 161.97 feet;
North 58° 59' 40" West 93.74 feet;
South 77° 20' 00" West 76.60 feet;
South 39° 49' 00" West 106.87 feet;
South 60° 21' 10" West 240.24 feet;
South 78° 17' 20" West 455.99 feet;
North 71° 28' 20" West 353.57 feet;
North 68° 14' 00" West 8.08 feet;
North 68° 14' 00" West 613.18 feet;
North 64° 09' 30" West 119.31 feet;
to a point in the northerly boundary of the said Eatons Neck Road (Dugway), which point is the point or place of beginning; running thence North 35° 84' 10" East 147.68 feet; thence North 64° 25' 30" West 194.66 feet; thence South 25° 30' 40" West 144.75 feet, to a point in the northerly boundary of the said Eatons Neck Road (Dugway); thence easterly along said northerly boundary to the point or place of beginning.

Also excepting therefrom a strip of land to remain as presently zoned 200 feet in width at all points contiguous and parallel to the afore-described boundary, on the interior thereof, except where said boundary runs along the mean high water line of Long Island Sound and except where said northerly side of Eatons Neck Road (Dugway) is interrupted by the Cemetery.



**INGRESS / EGRESS
EASEMENT AGREEMENT**

THIS INDENTURE, made this 19th day of May, 2005, by and between KeySpan Generation, LLC ("KeySpan"), a New York corporation duly organized and existing under the laws of the State of New York, having its principal place of business at 175 East Old Country Road, Hicksville, New York 11801 (hereinafter referred to as "Grantor") and Town of Huntington, having its principal place of business at 100 Main Street, Huntington, New York 11743 (hereinafter referred to as "Grantee"). (Grantor and Grantee are collectively referred to herein as the "Parties").

WITNESSETH, that Grantor, in consideration of one (\$1.00) dollar and other good and valuable consideration paid by Grantee, does hereby grant to Grantee, its successors and assigns, forever, a perpetual easement and right-of-way over and upon certain land owned by Grantor lying and being in Northport, Town of Huntington, County of Suffolk, State of New York, located in DISTRICT 0400, SECTION 010.00, BLOCK 01.00, p/o LOT 003.001 (the "Property"). A copy of the survey map and/or legal written description on which are now shown the location and width of the said easement and right-of-way herein granted (the "Easement Area"), is attached hereto and made a part hereof as Exhibit "A."

Said easement and right-of-way herein granted include the following rights and privileges:

FIRST: The permanent and perpetual easement, right, privilege and authority for ingress and egress solely by foot, of Grantee, its employees, agents, representatives and invitees to cross and traverse over, on a non-exclusive basis, the Easement Area in order to provide access from Grantee's property to the Long Island Sound beach front for the quiet enjoyment of the beach front area. Ingress and egress by any other means, including but not limited to the use of vehicles is not permitted.

SECOND: Grantee shall be responsible for maintaining the Easement Area in clean, orderly condition, good repair and in a secured condition. Grantee shall restore and/or repair any damage to the Property, while exercising its rights under this agreement at Grantee's expense. Grantee covenants that, in the event the surface of the Easement Area or the Property is disturbed at any time and from time to time by Grantee or any party acting on behalf of Grantee, then Grantee, at their sole cost and expense, within reasonable time, shall repair and restore the surface of the Easement Area or the Property to the condition which existed prior to any disturbance.

THIRD: Grantee shall not to erect or maintain within the Easement Area any buildings, structures, equipment or appurtenances, including trees and shrubbery. Grantee shall not perform any activity within the Easement Area that interferes with or obstructs Grantor's use and enjoyment of its Property, including the Easement Area.

FOURTH: Structures, equipment and appurtenances which presently exist or are from time to time installed, constructed and maintained by Grantor in the Easement Area shall at all times be and remain the property of Grantor, and be maintained and serviced exclusively by Grantor.

FIFTH: As to their respective obligations hereunder, the Parties agree to comply with all applicable codes, rules, regulations and laws.

SIXTH: Grantee shall indemnify and hold harmless Grantor, its parent and their respective subsidiaries, directors, officers, employees, affiliates, agents, assigns, successors, representatives, contractors, and subcontractors from and against all liabilities, penalties, losses, costs, damages, claims, proceedings, suits, judgments, liens, encumbrances, or expenses of whatever form or nature, including reasonable attorneys' fees and other costs of legal defense and of investigating any proceeding commenced or threatened, whether direct or indirect, as a result of, arising out of, or in any way connected with Grantee's activities under this Agreement, whenever made or incurred. Grantor shall have the right to demand that Grantee reimburse Grantor for the reasonable cost: (i) to defend any and all suits and (ii) to investigate and defend any and all claims against Grantor, its parent, and their respective subsidiaries, directors, officers, employees, affiliates, agents, assigns, successors, representatives, contractors, and subcontractors in each instance related to Grantee's activities under this Agreement. This Article shall survive the termination or expiration of this Agreement.

SEVENTH: Grantee shall procure and maintain throughout the Term of this Agreement New York State Worker's Compensation Insurance and Employer's Liability Insurance as required by law;

Grantee shall procure and maintain throughout the Term of this Agreement the following minimum insurance coverages with insurance companies reasonably acceptable to Grantor, and "KeySpan Corporation and its affiliates, and subsidiaries" must be added to and be insured under such policies:

(i) Commercial General Liability Insurance including Personal Injury, Death, Contractual, Contingent, Products/Completed Operations, Independent Contractors, Broad Form Property Damage, and coverage for damage caused by explosion, collapse, or structural injury or damage to underground utilities, and such policy must not contain any "x, c, and u" exclusions; and

(ii) Commercial Automobile Liability Insurance covering all automobiles, trucks, and other vehicles utilized at the Site, including, without limitation, all hired and non-owned vehicles.

Each of (i) and (ii) above shall afford protection in an amount of not less than five hundred thousand (\$500,000.00) dollars combined single limit coverage arising out of any one occurrence and ten million (\$10,000,000.00) dollars in the aggregate.

Upon or prior to execution of this Agreement, Grantee shall provide Grantor with evidence that Grantee has in fact procured New York State Worker's Compensation Insurance

Such insurance shall not relieve or release Grantee or the Related Parties from, or limit their respective liability as to, any and all obligations arising under this Agreement. Grantee shall immediately notify Grantor, initially by telephone, and thereafter in writing, of any and all accidents arising out of the Approved Activities or other activities performed by Grantee or the Related Parties on the Site. Such notice shall not relieve nor release Grantee or the Related Parties from any of their obligations arising under this Agreement.

IN WITNESS WHEREOF, Grantor and Grantee have caused this INDENTURE to be duly executed the day and year first above written.

By: James K. Berman
Name:
Title:

By: Frank R. Bee
Name:
Title:

STATE OF _____)
) SS:

COUNTY OF Nassau)

On the 30th day of Aug in the year 2005 before me, the undersigned, personally appeared Jones & Bennet, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) 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.

Donna J. Hagemeyer
Notary Public, State of New York
No. 01HA5088930 Suffolk County
Commission Expires December 1, 2005
Notary Public

STATE OF New York)
COUNTY OF Suffolk) SS:

On the 20th day of June in the year 2005 before me, the undersigned, personally appeared Frank P. Retrone, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) 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.

Marie A. Rooney
Notary Public

MARIE A. ROONEY
Notary Public, State of New York
No. 01RO5027991
Qualified in Suffolk County
Commission Expires May 23, 2006



RECYCLED PAPER MADE FROM 20% POST CONSUMER WASTE

SUFFOLK COUNTY TAX MAP
DIST. 0400 ; SECT. 010 ; BLK. I

LONG ISLAND SOUND

ROCKS

Parcel II
1.25 Acres

Village Of
Asharoken
Property

SUFFOLK COUNTY TAX MAP
DIST. 0401 ; SECT. 008 ; BLK. 1

LOT 30.3

LOT 30.4

Parcel I
4.10 Acres

R-20

I-6

Now Or Formerly
Town Of
Huntington
Property

SUFFOLK COUNTY TAX MAP
DIST. 0400 ; SECT. 007 ; BLK. I
LOT 3

Easement Area
= 39,082 Sq.Ft.
or 0.90 Acres

Balt
House

Parking Lot

INTAKE LAGOON

SUFFOLK COUNTY TAX MAP
DIST. 0400 ; SECT. 010 ; BLK. I
P/O LOT 3.1

Now or Formerly
Keyspan Generation LLC
F/K/A Marketspan Generation LLC

P/O NORTHPORT POWER STATION



NOTES

- 1) Unauthorized alteration or addition to a survey map bearing a licensed land surveyors seal is a violation of section 7209, sub-division 2 of the N.Y. STATE Education Law and is illegal.
- 2) Only copies from the original of this survey marked with an original of the land surveyor's embossed seal or purple seal shall be valid copies.
- 3) Certifications indicated hereon signify that this survey was prepared in accordance with the existing Code of Practice for Land Surveys adopted by the N.Y. State Association of Professional Land Surveyors. Said certifications shall run only to the person for whom the survey is prepared, and on behalf to the Title company, governmental agency and lending institution listed hereon and to the assignees of the lending institution. Certifications are not transferable to additional institutions or subsequent owners.
- 4) Underground improvements or encroachments, if any, are not shown hereon.
- 5) R-20 Zoning Residents
- 6) I-6 Zoning Generations 50 Acres +

PREPARED BY
KEYSPAN ENGINEERING & SURVEY, INC.
SURVEY DIVISION

ROY D. HUNT, N.Y.S. LIC.#050220
SYSTEM SURVEYOR

SURVEY OF
100' WIDE EASEMENT
TO KEYSpan GENERATION LLC
FROM THE
TOWN OF HUNTINGTON
Suffolk County Tax Map
Dist. 0400; Sect. 007; Blk. 01
P/O Lot 3
Situated In

Northport, Town Of Huntington
Suffolk County, New York
Scale: 1" = 200' Dated: MAY 17, 2005

DISC FILE #
P.F. MF-PP

JOB No.
AU0208-Ease

QUAD No.
03743

DWG. FILE No.
Ease - Pcl 350

**Description of a 100' Wide Easement
Suffolk County Tax Map (2005)
District 0400 ; Section 007 ; Block 1
P/O Lot 3
Town of Huntington Property
Situated in
Northport , Town of Huntington
Suffolk County , State of New York**

Beginning at the northeasterly corner of the herein described easement , said true point or place of beginning being more fully described and located as follows:

Beginning at the intersection of the division line of Suffolk County Tax Map – District 0400 ; Section 007 ; Block 1 ; Lot 3 (Town Of Huntington Property) and District 0400 ; Section 010 ; Block 1 ; Lot 3.1 (Keyspan Property – Northport Power Station) the true point or place of beginning .

Thence running along said division line the following TWO (2) bearings and distances:

- 1. South 00° 25' 31" East 383.18 feet to a point;**
- 2. North 79° 53' 17" West 101.72 feet to a point;**

Thence running through P/O Lot 3 (Town Of Huntington Property) North 00° 25' 31" West 394.77 feet to a point on the northerly division line of Lot 3 and Long Island Sound to the north ;

Thence running along said division line the following TWO (2) bearings and distances:

- 1. South 85° 01' 51" East 17.91 feet to a point;**
- 2. South 71° 17' 50" East 86.97 feet to the true point or place of beginning .**

Containing within said bounds 39,082 Sq. Ft. or 0.90 acres more or less.

**Legal Description was
Established from Survey by:
KeySpan Survey Division
Dated: May 17, 2005**



**Bearings, Distances and Area
of Easement were computed
by KeySpan System Surveyor**

CORPORATE ID # _____



RECYCLED PAPER MADE FROM 20% POST CONSUMER CONTENT

**DREDGING
EASEMENT AGREEMENT**

THIS INDENTURE, made this 19th day of April, 2006, by and between the Town of Huntington, having its principal place of business at 100 Main Street, Huntington, New York 11743 (hereinafter referred to as "Grantor") and KeySpan Generation, LLC ("KeySpan"), a New York corporation duly organized and existing under the laws of the State of New York, having its principal place of business at 175 East Old Country Road, Hicksville, New York 11801 (hereinafter referred to as "Grantee"). (Grantor and Grantee are collectively referred to herein as the "Parties").

WITNESSETH, that Grantor, in consideration of one (\$1.00) dollar and other good and valuable consideration paid by Grantee, does hereby grant to Grantee, its successors and assigns, forever, a non-exclusive perpetual easement and right-of-way on, over, under, across, through and along certain land owned by Grantor lying and being in Northport, Town of Huntington, County of Suffolk, State of New York, located in DISTRICT 0400, SECTION 007.00, BLOCK 01.00, p/o LOT 003.000 (the "Property"). A copy of the survey map which shows the location of the Property is attached hereto and made a part hereof as Exhibit "A."

Said easement and right-of-way herein granted include the following rights and privileges:

FIRST: The permanent and perpetual easement, right, privilege and authority to temporarily deposit sediment and dredge spoils on the beach front of the Property (the "Easement Area") that are dredged and/or excavated from the adjacent intake canal, as said Grantee may now and from time to time deem necessary.

SECOND: Grantee shall be responsible for maintaining the Easement Area in clean, orderly condition, good repair and in a secured condition. Grantee shall restore and/or repair any damage to the Property, while exercising its rights under this agreement at Grantee's expense. Grantee covenants that, in the event the surface of the Easement Area or the Property is disturbed at any time and from time to time by Grantee or any party acting on behalf of Grantee, then Grantee, at their sole cost and expense, within reasonable time, shall repair and restore the surface of the Easement Area or the Property to the condition which existed prior to any disturbance.

THIRD: Grantee agrees not to erect or maintain within the Easement Area any buildings, structures, equipment or appurtenances, including trees and shrubbery.

FOURTH: As to their respective obligations hereunder, the Parties agree to comply with all applicable codes, rules, regulations and laws.

FIFTH: Grantee shall indemnify and hold harmless Grantor and its respective directors, trustees, officers, employees, affiliates, agents, assigns, successors, representatives and contractors from and against all liabilities, penalties, losses, costs, damages, claims, proceedings, suits, judgments, liens, encumbrances, or expenses of whatever form or nature, including reasonable attorneys' fees and other costs of legal defense and of investigating any proceeding commenced or threatened, whether direct or indirect, as a result of, arising out of or in any way connected with Grantee's activities under this Easement Agreement, whenever made or incurred. Grantor shall have the right to demand that Grantee undertake to defend any and all suits and to investigate and defend any and all claims, against Grantor or its directors, trustees, officers, employees, affiliates, agents, assigns, successors, representatives or contractors related to Grantee's activities under this Easement Agreement. Notwithstanding the foregoing, Grantee shall have no obligation to indemnify or defend against any loss, judgment, claim or suit to the extent such loss, judgment, claim or suit is the result of the negligence or willful misconduct of Grantor and/or its directors, trustees, officers, employees, affiliates, agents, assigns, successors, representatives and contractors.

SIXTH: Grantee shall procure and maintain throughout the Term of this Agreement New York State Worker's Compensation Insurance and Employer's Liability Insurance as required by law;

Grantee shall procure and maintain throughout the Term of this Agreement the following minimum insurance coverages with insurance companies reasonably acceptable to Grantor, and the "Town of Huntington" must be added to and be insured under such policies:

- (i) Commercial General Liability Insurance including Personal Injury, Death, Contractual, Contingent, Products/Completed Operations, Independent Contractors, Broad Form Property Damage, and coverage for damage caused by explosion, collapse, or structural injury or damage to underground utilities, and such policy must not contain any "x, c, and u" exclusions; and
- (ii) Commercial Automobile Liability Insurance covering all automobiles, trucks, and other vehicles utilized at the Site, including, without limitation, all hired and non-owned vehicles.

Each of (i) and (ii) above shall afford protection in an amount of not less than five hundred thousand (\$500,000.00) dollars combined single limit coverage arising out of any one occurrence and three million (\$3,000,000.00) dollars in the aggregate.

Upon or prior to execution of this Agreement, Grantee shall provide Grantor with evidence that Grantee has in fact procured New York State Worker's Compensation Insurance and Employer's Liability Insurance as required by law, and Certificates of Insurance indicating the coverages noted above. Grantee will not be permitted to access the Site until Grantor receives acceptable evidence and Certificates of Insurance. The Certificate Holder of Insurance shall be the "Town of Huntington". Such policies shall contain a provision whereby Grantor shall receive not less than thirty (30) days written notice prior to the cancellation or material modification of such policies. In the event that such insurance is available only on a claims-

made basis, then the dates of coverage, including the retroactive date and the time period within which any claim can be filed, shall be stated in the Certificate of Insurance, and Grantee shall be obligated to ensure that no gaps in coverage occur.

Such insurance shall not relieve or release Grantee from, or limit their respective liability as to, any and all obligations arising under this Agreement. Grantee shall immediately notify Grantor, initially by telephone, and thereafter in writing, of any and all accidents arising out of the activities performed by Grantee on the Site. Such notice shall not relieve nor release Grantee from any of their obligations arising under this Agreement.

NINTH: This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective Parties hereto.

IN WITNESS WHEREOF, Grantor and Grantee have caused this INDENTURE to be duly executed the day and year first above written.

Town of Huntington

By: 

Name: Frank P. Petrone

Title: Supervisor

KeySpan Generation, LLC

By: 

Name: James K. Brennan

Title: Vice President

\\ODMA\PCDOCS\DOCS\192614\1

STATE OF New York)
COUNTY OF Suffolk) SS:

On the 19th day of April in the year 2006 before me, the undersigned, personally appeared Frank P. Petroni, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) 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.

Lisa M. Smith
Notary Public

LISA M. SMITH
Notary Public, State of New York
No. 01SM4835387
Qualified in Suffolk County 10
Commission Expires January 31, 2010

STATE OF New York)
COUNTY OF Nassau) SS:

On the 28th day of March in the year 2006 before me, the undersigned, personally appeared James K. Brennan, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) 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.

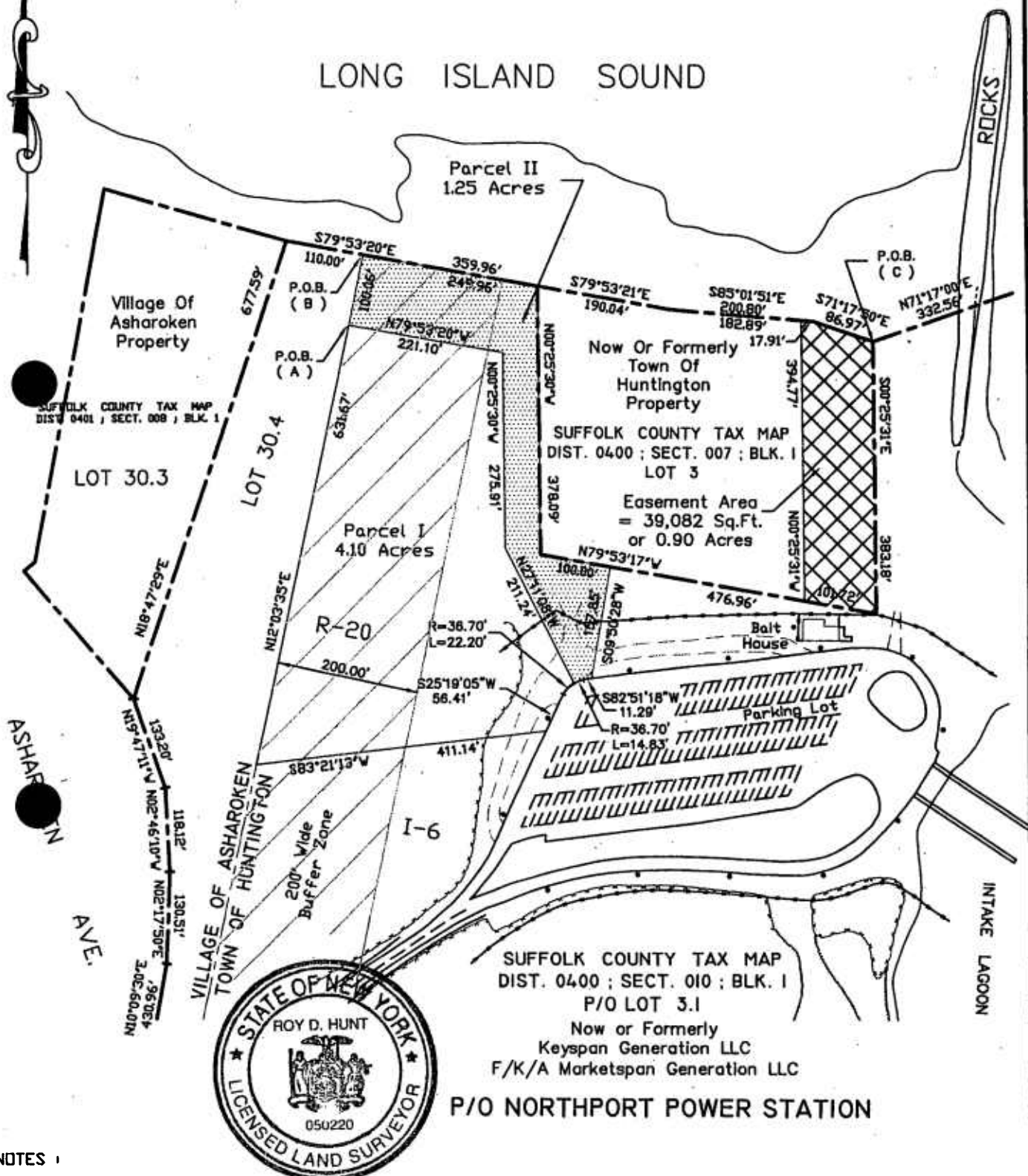
Donna Johnson
Notary Public

DONNA JOHNSON
Notary Public, State of New York
No. 01JO5088930 Suffolk County
Commission Expires December 1, 2009

Exhibit A

SUFFOLK COUNTY TAX MAP
DIST. 0400 ; SECT. 010 ; BLK. I

LONG ISLAND SOUND



NOTES :

- 1) Unauthorized alteration or addition to a survey map bearing a licensed land surveyors seal is a violation of section 7209, sub-division 2 of the N.Y. STATE Education Law and is illegal.
- 2) Only copies from the original of this survey marked with an original of the land surveyor's embossed seal or purple seal shall be valid copies.
- 3) Certifications indicated hereon signify that this survey was prepared in accordance with the existing Code of Practice for Land Surveys adopted by the N.Y. State Association of Professional Land Surveyors. Said certifications shall run only to the person for whom the survey is prepared, and on behalf to the Title company, governmental agency and lending institution listed hereon and to the assignees of the lending institution. Certifications are not transferable to additional institutions or subsequent owners.
- 4) Underground Improvements or encroachments, if any, are not shown hereon.
- 5) R-20 Zoning residents
- 6) I-6 Zoning Generations 50 Acres +

PREPARED BY
KEYSPAN ENGINEERING & SURVEY, INC.
SURVEY DIVISION

ROY D. HUNT N.Y.S. LIC.#050220
SYSTEM SURVEYOR

SURVEY OF
100' WIDE EASEMENT
TO KEYSPAN GENERATION LLC
FROM THE
TOWN OF HUNTINGTON
Suffolk County Tax Map
Dist. 0400; Sect. 007; Blk. 01
P/O Lot 3
Situating In

Northport, Town Of Huntington
Suffolk County, New York
Scale: 1" = 200' Dated: MAY 17, 2005

DISC FILE #
P.F. MF-PP

JOB No.
AU0208-Ease

QUAD No.
03743

DWG. FILE No.
Ease - Pcl 350



**UTILITY
EASEMENT AGREEMENT**

THIS INDENTURE, made this 19th day of April, 2006, by and between the Town of Huntington, having its principal place of business at 100 Main Street, Huntington, New York 11743 (hereinafter referred to as "Grantor") and KeySpan Generation, LLC ("KeySpan"), a New York corporation duly organized and existing under the laws of the State of New York, having its principal place of business at 175 East Old Country Road, Hicksville, New York 11801 and Long Island Lighting Company d/b/a LIPA ("LIPA"), a New York corporation, having its principal place of business at 333 Earle Ovington Boulevard, Suite 403, Uniondale, New York 11553 (hereinafter collectively referred to as "Grantee"). (Grantor and Grantee are collectively referred to herein as the "Parties").

WITNESSETH, that Grantor, in consideration of one (\$1.00) dollar and other good and valuable consideration paid by Grantee, does hereby grant to Grantee, their respective successors and assigns, forever, an exclusive and perpetual easement and right-of-way on, over, under, across, through and along certain land owned by Grantor lying and being in Northport, Town of Huntington, County of Suffolk, State of New York, located in DISTRICT 0400, SECTION 007.00, BLOCK 01.00, p/o LOT 003.000 (the "Property"). A copy of the survey map and/or legal written description on which are now shown the location and width of the said easement and right-of-way herein granted (the "Easement Area"), is attached hereto and made a part hereof as Exhibit "A."

Said easement and right-of-way herein granted include the following rights and privileges:

FIRST: The exclusive, permanent and perpetual easement, right, privilege and authority to install, construct, reconstruct, relocate, operate, repair, maintain and, at its pleasure, remove underground and/or grade level gas, electric and communication systems and related facilities and appurtenances (the "Facilities") as said Grantee may now and from time to time deem necessary, all within the Easement Area.

SECOND: Grantee shall be responsible for maintaining the Easement Area in clean, orderly condition, good repair and in a secured condition. Grantee shall restore and/or repair any damage to the Property, while exercising its rights under this agreement at Grantee's expense. Grantee covenants that, in the event the surface of the Easement Area or the Property is disturbed at any time and from time to time by Grantee or any party acting on behalf of Grantee, then the respective Grantee, at their sole cost and expense, within reasonable time, shall repair and restore the surface of the Easement Area or the Property to the condition which existed prior to any disturbance.

THIRD: Grantee agrees not to erect or maintain within the Easement Area any buildings, structures, equipment or appurtenances, including trees and shrubbery.

FOURTH: The Facilities as from time to time installed, constructed and maintained by Grantee in the Easement Area shall at all times be and remain the property of the respective Grantee, and be maintained and serviced exclusively by the respective Grantee.

FIFTH: As to their respective obligations hereunder, the Parties agree to comply with all applicable codes, rules, regulations and laws.

SIXTH: Grantee shall indemnify and hold harmless Grantor and its respective directors, trustees, officers, employees, affiliates, agents, assigns, successors, representatives and contractors from and against all liabilities, penalties, losses, costs, damages, claims, proceedings, suits, judgments, liens, encumbrances, or expenses of whatever form or nature, including reasonable attorneys' fees and other costs of legal defense and of investigating any proceeding commenced or threatened, whether direct or indirect, as a result of, arising out of or in any way connected with Grantee's activities under this Easement Agreement, whenever made or incurred. Grantor shall have the right to demand that Grantee undertake to defend any and all suits and to investigate and defend any and all claims, against Grantor or its directors, trustees, officers, employees, affiliates, agents, assigns, successors, representatives or contractors related to Grantee's activities under this Easement Agreement. Notwithstanding the foregoing, Grantee shall have no obligation to indemnify or defend against any loss, judgment, claim or suit to the extent such loss, judgment, claim or suit is the result of the negligence or willful misconduct of Grantor and/or its directors, trustees, officers, employees, affiliates, agents, assigns, successors, representatives and contractors.

SEVENTH: Grantee shall procure and maintain throughout the Term of this Agreement New York State Worker's Compensation Insurance and Employer's Liability Insurance as required by law;

Grantee shall procure and maintain throughout the Term of this Agreement the following minimum insurance coverages with insurance companies reasonably acceptable to Grantor, and the "Town of Huntington" must be added to and be insured under such policies:

- (i) Commercial General Liability Insurance including Personal Injury, Death, Contractual, Contingent, Products/Completed Operations, Independent Contractors, Broad Form Property Damage, and coverage for damage caused by explosion, collapse, or structural injury or damage to underground utilities, and such policy must not contain any "x, c, and u" exclusions; and
- (ii) Commercial Automobile Liability Insurance covering all automobiles, trucks, and other vehicles utilized at the Site, including, without limitation, all hired and non-owned vehicles.

Each of (i) and (ii) above shall afford protection in an amount of not less than five hundred thousand (\$500,000.00) dollars combined single limit coverage arising out of any one occurrence and three million (\$3,000,000.00) dollars in the aggregate.

Upon or prior to execution of this Agreement, Grantee shall provide Grantor with evidence that Grantee has in fact procured New York State Worker's Compensation Insurance and Employer's Liability Insurance as required by law, and Certificates of Insurance indicating the coverages noted above. Grantee will not be permitted to access the Site until Grantor receives acceptable evidence and Certificates of Insurance. The Certificate Holder of Insurance shall be the "Town of Huntington". Such policies shall contain a provision whereby Grantor shall receive not less than thirty (30) days written notice prior to the cancellation or material modification of such policies. In the event that such insurance is available only on a claims-made basis, then the dates of coverage, including the retroactive date and the time period within which any claim can be filed, shall be stated in the Certificate of Insurance, and Grantee shall be obligated to ensure that no gaps in coverage occur.

Such insurance shall not relieve or release Grantee from, or limit their respective liability as to, any and all obligations arising under this Agreement. Grantee shall immediately notify Grantor, initially by telephone, and thereafter in writing, of any and all accidents arising out of the activities performed by Grantee on the Site. Such notice shall not relieve nor release Grantee from any of their obligations arising under this Agreement.

NINTH: This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective Parties hereto.

IN WITNESS WHEREOF, Grantor and Grantee have caused this INDENTURE to be duly executed the day and year first above written.

Town of Huntington

By: 

Name: Frank P. Petrone

Title: Supervisor

KeySpan Generation, LLC

By: 

Name: James K. Brennan

Title: Vice President

Long Island Lighting Company d/b/a LIPA

By: 

Name: Seth Hulkower

Title: Chief Operating Officer

STATE OF New York)
COUNTY OF Suffolk) SS:

On the 19th day of April in the year 2006 before me, the undersigned, personally appeared Frank P. Petrone, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) 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.

Lisa M. Smith
Notary Public

LISA M. SMITH
Notary Public, State of New York
No. 01SM4835387
Qualified in Suffolk County
Commission Expires January 31, 20 10

STATE OF New York)
COUNTY OF Nassau) SS:

On the 28th day of March in the year 2006 before me, the undersigned, personally appeared Kres & Brennan, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) 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.

Donna Johnson
Notary Public

DONNA JOHNSON
Notary Public, State of New York
No. 01JO5088930 Suffolk County
Commission Expires December 1, 2009

STATE OF New York)
COUNTY OF NASSAU) SS:

On the 12 day of April in the year 2006 before me, the undersigned, personally appeared SETH HULKOWER, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) 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.

David Feldman
Notary Public

DAVID FELDMAN
Notary Public, State of New York
No. 01-FE4674418
Qualified in Nassau County
Commission Expires July 31, 20 06

**Description of a 100' Wide Easement
Suffolk County Tax Map (2005)
District 0400 ; Section 007 ; Block 1
P/O Lot 3
Town of Huntington Property
Situating in
Northport , Town of Huntington
Suffolk County , State of New York**

Beginning at the northeasterly corner of the herein described easement , said true point or place of beginning being more fully described and located as follows:

Beginning at the intersection of the division line of Suffolk County Tax Map – District 0400 ; Section 007 ; Block 1 ; Lot 3 (Town Of Huntington Property) and District 0400 ; Section 010 ; Block 1 ; Lot 3.1 (Keyspan Property – Northport Power Station) the true point or place of beginning .

Thence running along said division line the following TWO (2) bearings and distances:

- 1. South 00° 25' 31" East 383.18 feet to a point;**
- 2. North 79° 53' 17" West 101.72 feet to a point;**

Thence running through P/O Lot 3 (Town Of Huntington Property) North 00° 25' 31" West 394.77 feet to a point on the northerly division line of Lot 3 and Long Island Sound to the north ;

Thence running along said division line the following TWO (2) bearings and distances:

- 1. South 85° 01' 51" East 17.91 feet to a point;**
- 2. South 71° 17' 50" East 86.97 feet to the true point or place of beginning .**

Containing within said bounds 39,082 Sq. Ft. or 0.90 acres more or less.

**Legal Description was
Established from Survey by:
KeySpan Survey Division
Dated: May 17, 2005**

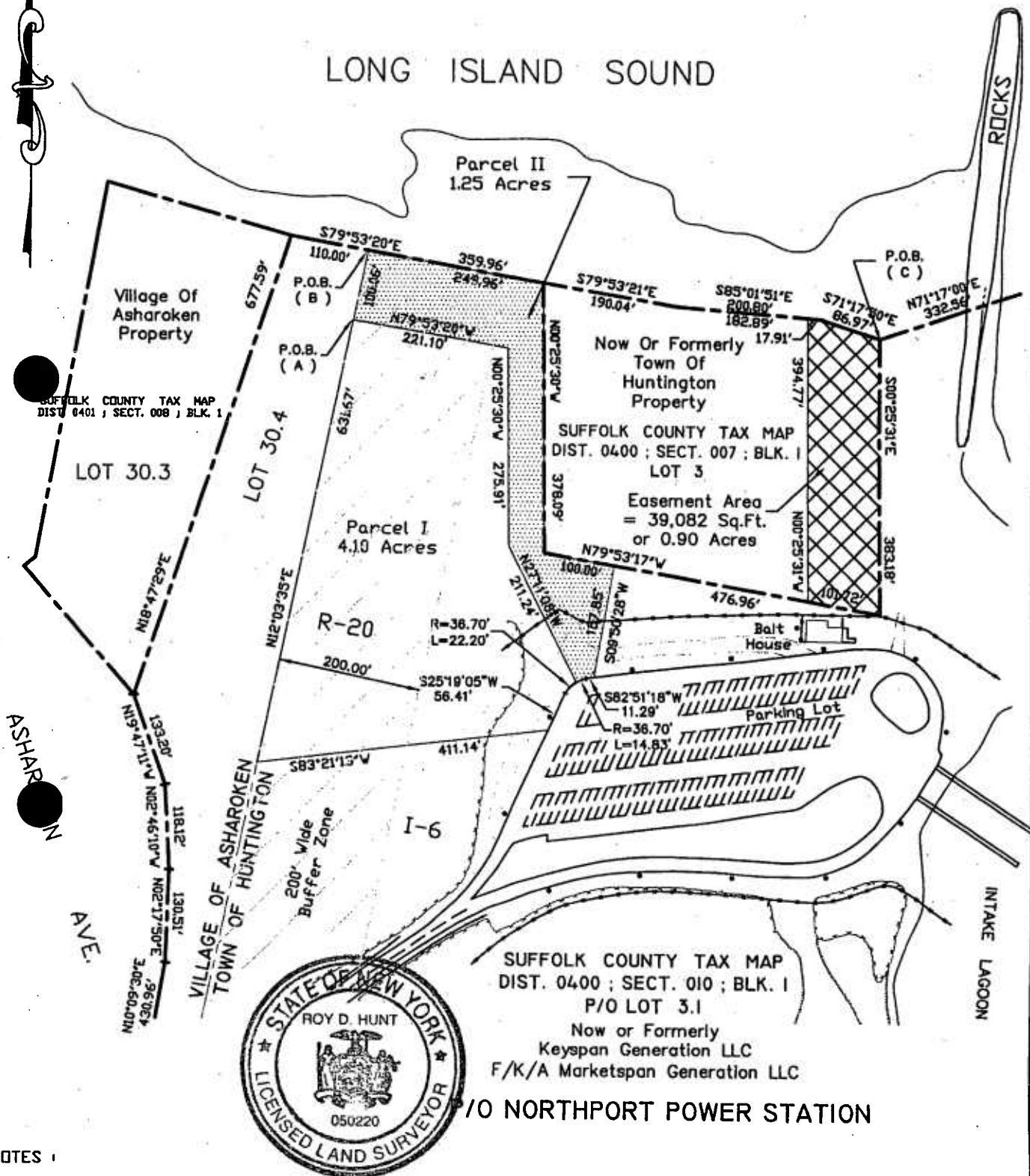


**Bearings, Distances and Area
of Easement were computed
by KeySpan System Surveyor**

CORPORATE ID # _____

SUFFOLK COUNTY TAX MAP
DIST. 0400 ; SECT. 010 ; BLK. I

LONG ISLAND SOUND



NOTES :

- 1) Unauthorized alteration or addition to a survey map bearing a licensed land surveyors seal is a violation of section 7209, sub-division 2 of the N.Y. STATE Education Law and is illegal.
- 2) Only copies from the original of this survey marked with an original of the land surveyor's embossed seal or purple seal shall be valid copies.
- 3) Certifications indicated hereon signify that this survey was prepared in accordance with the existing Code of Practice for Land Surveys adopted by the N.Y. State Association of Professional Land Surveyors. Said certifications shall run only to the person for whom the survey is prepared, and on behalf to the Title company, governmental agency and lending institution listed hereon and to the assignees of the lending institution. Certifications are not transferable to additional institutions or subsequent owners.
- 4) Underground improvements or encroachments, if any, are not shown hereon.
- 5) R-20 Zoning residents
- 6) I-6 Zoning Generations 50 Acres +

PREPARED BY
KEYSPAN ENGINEERING & SURVEY, INC.
SURVEY DIVISION

ROY D. HUNT N.Y.S. LIC.#050220
SYSTEM SURVEYOR

SURVEY OF
100' WIDE EASEMENT
TO KEYSpan GENERATION LLC
FROM THE
TOWN OF HUNTINGTON
Suffolk County Tax Map
Dist. 0400, Sect. 007, Blk. 01
P/O Lot 3
Situating In

Northport, Town Of Huntington
Suffolk County, New York
Scale: 1" = 200' Dated: MAY 17, 2005

DISC FILE #
P.F. MF-PP

JOB No.
AU0208-Ease

QUAD No.
03743

DWG. FILE No.
Ease - Pcl 350





175 E. Old Country Road
Hicksville, NY 11801
Tel 516 545-5598
Fax 516 545-4746
E-Mail jbrennan@keyspanenergy.com

July 25, 2005

Seth Hulkower
Chief Operating Officer
Long Island Power Authority
333 Earle Ovington Boulevard
Suite 403
Uniondale, New York 11553

James K. Brennan
Vice President
Electric Generation

**Re: Transfer of Real Property located at Northport
Generating Facility to the Town of Huntington**

Dear Mr. Hulkower:

Reference is made to Schedule F of the Agreement and Plan of Merger by and between MarketSpan Corporation (now known as KeySpan Corporation ("KeySpan")), Long Island Lighting Company ("LILCO", now doing business under the name "LIPA"), Long Island Power Authority ("Authority"), and LIPA Acquisition Corp. (now part of LIPA) ("LIPA Sub"), which agreement is dated as of June 26, 1997. LIPA, Authority and LIPA Sub are referred to herein collectively as the "LIPA Parties."

Reference is also made to the Generation Purchase Right Agreement by and between LILCO, whose rights and obligations were transferred to MarketSpan Generation LLC (now known as "KeySpan Generation LLC") on May 28, 1998 and the Authority, which agreement is dated as of June 26, 1997.

All capitalized terms used herein, and not otherwise defined herein, shall have the meanings ascribed to them in the Agreement and Plan of Merger and the Generation Purchase Right Agreement.

The LIPA Parties and KeySpan hereby agree to the following:

1. Transfer of Premises by KeySpan to the Town of Huntington: KeySpan desires to transfer to the Town of Huntington (the "Town") fee title to certain real property located at the Northport Generating Facility (the "Premises"). The Premises is depicted as "Parcel I" on a separate page marked "Schedule A," and more fully described on a separate page marked "Schedule B." Schedules A and B are annexed hereto and made a part hereof.

2. Grant of Easement by KeySpan: KeySpan also desires to grant to the Town a non-exclusive easement for ingress and egress over certain real property owned by KeySpan and in addition to the Premises ("the Easement"). The Easement is depicted as "Parcel II" on Schedule A, and more fully described on Schedule B.

3. Grant of Easement by Town: As consideration for the transfer of the Premises and granting of the Easement, the Town will (a) grant to KeySpan an exclusive, permanent, and perpetual easement, right, and privilege for ingress and egress and to construct, install, reconstruct, relocate, operate, repair, maintain and, at its pleasure, remove underground gas and communication systems and related facilities and appurtenances; and (b) grant to LIPA an exclusive, permanent, and perpetual easement, right, and privilege for ingress and egress and to construct, install, reconstruct, relocate, operate, repair, maintain and, at its pleasure, remove overhead and underground electric and communication systems and related facilities and appurtenances. Both easements shall be located within an approximate one hundred foot (100') wide easement area under the eastern side of existing property owned by the Town lying and being in Suffolk County Tax Map Number 0400-007.00-01.00-003.000, and depicted as the "Easement Area" on Schedule A.

4. Without waiving its rights as to any other Transfer Notice pursuant to Section 4 of Schedule of the Agreement and Plan of Merger, the LIPA Parties shall consider the present document to be a Transfer Notice under those Section 4, Schedule F provisions and shall agree to waive their rights in Articles 2 and 5 of the Generation Purchase Right Agreement and Schedule F of the Agreement of Plan and Merger with regard to the aforementioned transfer of the Premises and granting of the Easement as contemplated by the present Transfer Notice; provided, however, that such waiver shall not take place until the Town makes the aforementioned grant of the easement to LIPA in connection with the present Transfer Notice. Therefore, in the event that the Town fails to make such grant to LIPA, then the LIPA Parties' Right of First Refusal provided for in Section 4 of Schedule F of the Agreement and Plan of Merger shall be extended notwithstanding those Section 4, Schedule F provisions.

Please indicate your acceptance of the foregoing by causing the enclosed copy of this letter to be executed in the spaces provided below and returned to KeySpan. Thank you.

Very truly yours,

KEYSPAN GENERATION LLC

By: James K. Brennan

Name: James K. Brennan

Title: Vice President

Accepted as of the 16 August 2005
day of July, 2005
LONG ISLAND POWER AUTHORITY and
LONG ISLAND LIGHTING COMPANY

By: Seth Hulkower

Name: SETH HULKOWER

Title: COO



RECYCLED PAPER MADE FROM 20% POST CONSUMER WASTE

SUFFOLK COUNTY TAX MAP
DIST. 0400 ; SECT. 010 ; BLK. I

LONG ISLAND SOUND

ROCKS

Parcel II
1.25 Acres

Village Of
Asharoken
Property

SUFFOLK COUNTY TAX MAP
DIST. 0401 ; SECT. 008 ; BLK. 1

LOT 30.3

LOT 30.4

Parcel I
4.10 Acres

R-20

R=36.70'
L=22.20'

S25°19'05"W
56.41'

I-6

200' Wide
Buffer Zone

Now Or Formerly
Town Of
Huntington
Property

SUFFOLK COUNTY TAX MAP
DIST. 0400 ; SECT. 007 ; BLK. I
LOT 3

Easement Area
= 39,082 Sq.Ft.
or 0.90 Acres

Balt
House

Parking Lot

SUFFOLK COUNTY TAX MAP
DIST. 0400 ; SECT. 010 ; BLK. I
P/O LOT 3.1

Now or Formerly
Keyspan Generation LLC
F/K/A Marketspan Generation LLC

P/O NORTHPORT POWER STATION



NOTES :

- 1) Unauthorized alteration or addition to a survey map bearing a licensed land surveyor's seal is a violation of section 7209, sub-division 2 of the N.Y. STATE Education Law and is illegal.
- 2) Only copies from the original of this survey marked with an original of the land surveyor's embossed seal or purple seal shall be valid copies.
- 3) Certifications indicated hereon signify that this survey was prepared in accordance with the existing Code of Practice for Land Surveys adopted by the N.Y. State Association of Professional Land Surveyors. Said certifications shall run only to the person for whom the survey is prepared, and on behalf to the Title company, governmental agency and lending institution listed hereon and to the assignees of the lending institution. Certifications are not transferable to additional institutions or subsequent owners.
- 4) Underground Improvements or encroachments, if any, are not shown hereon.
- 5) R-20 Zoning residents
- 6) I-6 Zoning Generations 50 Acres +

PREPARED BY
KEYSPAN ENGINEERING & SURVEY, INC.
SURVEY DIVISION

ROY D. HUNT N.Y.S. LIC. #050220
SYSTEM SURVEYOR

SURVEY OF
100' WIDE EASEMENT
TO KEYSpan GENERATION LLC
FROM THE
TOWN OF HUNTINGTON
Suffolk County Tax Map
Dist. 0400; Sect. 007; Blk. 01
P/O Lot 3
Situated In

Northport, Town Of Huntington
Suffolk County, New York
Scale: 1" = 200' Dated: MAY 17, 2005

DISC FILE # P.F. MF-PP	JOB No. AU0208-Ease	QUAD No. 03743	DWG. FILE No. Ease - Pcl 350
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B



RECYCLED PAPER MADE FROM 20% POST CONSUMER CONTENT

Description of Property
Suffolk County Tax Map (2002)
District 0400 ; Section 010 ; Block 1
P/O Lot 3.1
Keyspan Property
(Northport Power Station)
Situated in
Northport , Town of Huntington
Suffolk County , State of New York

PARCEL I

Beginning at the northwesterly corner of the herein described property , said true point or place of beginning being more fully described and located as follows:

Beginning at the intersection of the division line of Suffolk County Tax Map - District 0400 ; Section 008 ; Block 1 ; Lot 30.3 (Village of Asharoken Property) northeasterly corner and District 0400 ; Section 008 ; Block 1 ; Lot 30.4 (Keyspan Property - Northport Power Station) northwesterly corner , thence running along the northerly division line of Lot 30.4 to the south and the Long Island Sound to the north South 79° 53' 20" East 110.00 feet to a point on the Village Line of Asharoken and the Town of Huntington ; thence running along said Village Line South 12° 03' 35" West 100.06 feet to the true point or place of beginning (A) .

Thence running through P/O Lot 3.1 the following SIX (6) courses :

1. South 79° 53' 20" East 221.10 feet to a point ;
2. South 00° 25' 30" East 275.91 feet to a point ;
3. South 27° 11' 08" East 211.24 feet to a point ;
4. Along the arc of a curve to the left having a radius of 36.70 feet and a length 22.20 feet to a point ;
5. South 25° 19' 05" West 56.41 feet to a point ;
6. South 83° 21' 13" West 411.14 feet to a point on the Village Line ;

Thence running along said Village Line North 12° 03' 35" East 631.67 feet to the true point or place of beginning .

Containing within said bounds 4.10 acres more or less.

PARCEL II

Ingress and Egress Easement

Beach rights only - No Construction

Beginning at the northwesterly corner of herein described easement , said to be the true point or place of beginning being more fully described and located as follows :

Beginning at the intersection of the division line of Suffolk County Tax Map - District 0400 ; Section 008 ; Block 1 ; Lot 30.3 (Village of Asharoken Property) northeasterly corner and District 0400 ; Section 008 ; Block 1 ; Lot 30.4 (Keyspan Property - Northport Power Station) northwesterly corner , thence running along the northerly division line of Lot 30.4 to the south and the Long Island Sound to the north South 79° 53' 20" West 110.00 feet to the true point or place of beginning (B) .

Thence running along said division line South 79° 53' 20" East 249.96 feet to a point

on the northwesterly corner of Suffolk County Tax Map - District 0400 ; Section 007 ;
Block 1 ; Lot 3 (Town Of Huntington Property) ;

Thence running along said division line the following TWO (2) courses :

1. South 00° 25' 30" East 378.09 feet to a point ;
2. South 79° 53' 17" East 100.00 feet to a point ;

Thence running through P/O Lot 3.1 the following SIX (6) courses:

1. South 09° 50' 28" West 157.85 feet to a point ;
2. South 82° 51' 18" West 11.29 feet to a point ;
3. Along the arc of a curve to the left having a radius of 36.70 feet and a length of 14.83 feet to a point ;
4. North 27° 11' 08" West 221.24 feet to a point ;
5. North 00° 25' 30" West 275.91 feet to a point ;
6. North 79° 53' 20" West 221.10 feet to a point on the Village Line of Asharoken and the Town Of Huntington ;

Thence running along said Village Line North 12° 03' 35" East 100.06 feet to the true point or place of beginning .

Containing within said bounds 1.25 acres more or less.

Legal Description was
established from Survey by:
KeySpan Survey Division
Dated: Aug. 9, 2002



Bearings, Distances and Area
of Property were computed
by KeySpan System Surveyor
Roy D. Hunt L.S. #050220

CORPORATE ID # _____

**Description of a 100' Wide Easement
Suffolk County Tax Map (2005)
District 0400 ; Section 007 ; Block 1
P/O Lot 3
Town of Huntington Property
Situated in
Northport , Town of Huntington
Suffolk County , State of New York**

Beginning at the northeasterly corner of the herein described easement , said true point or place of beginning being more fully described and located as follows:

Beginning at the intersection of the division line of Suffolk County Tax Map – District 0400 ; Section 007 ; Block 1 ; Lot 3 (Town Of Huntington Property) and District 0400 ; Section 010 ; Block 1 ; Lot 3.1 (Keyspan Property – Northport Power Station) the true point or place of beginning .

Thence running along said division line the following TWO (2) bearings and distances:

- 1. South 00° 25' 31" East 383.18 feet to a point;**
- 2. North 79° 53' 17" West 101.72 feet to a point;**

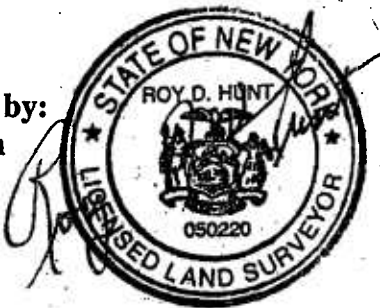
Thence running through P/O Lot 3 (Town Of Huntington Property) North 00° 25' 31" West 394.77 feet to a point on the northerly division line of Lot 3 and Long Island Sound to the north ;

Thence running along said division line the following TWO (2) bearings and distances:

- 1. South 85° 01' 51" East 17.91 feet to a point;**
- 2. South 71° 17' 50" East 86.97 feet to the true point or place of beginning .**

Containing within said bounds 39,082 Sq. Ft. or 0.90 acres more or less.

**Legal Description was
Established from Survey by:
KeySpan Survey Division
Dated: May 17, 2005**



**Bearings, Distances and Area
of Easement were computed
by KeySpan System Surveyor**

CORPORATE ID # _____

Name of Respondent KeySpan Generation, LLC	This Report Is: (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission	Date of Report (Mo, Da, Yr) (< >) 04/18/2006	Year/Period of Report End of 2005/Q4
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COMPARATIVE BALANCE SHEET (ASSETS AND OTHER DEBITS)

Line No.	Title of Account (a)	Ref. Page No. (b)	Current Year End of Quarter/Year Balance (c)	Prior Year End Balance 12/31 (d)
1	UTILITY PLANT			
2	Utility Plant (101-106, 114)	200-201	1,309,580,139	1,277,346,689
3	Construction Work in Progress (107)	200-201	35,881,553	23,088,248
4	TOTAL Utility Plant (Enter Total of lines 2 and 3)		1,345,461,692	1,300,434,937
5	(Less) Accum. Prov. for Depr. Amort. Depl. (108, 110, 111, 115)	200-201	832,736,423	796,924,381
6	Net Utility Plant (Enter Total of line 4 less 5)		512,725,269	503,510,556
7	Nuclear Fuel in Process of Ref., Conv., Enrich., and Fab. (120.1)	202-203	0	0
8	Nuclear Fuel Materials and Assemblies-Stock Account (120.2)		0	0
9	Nuclear Fuel Assemblies in Reactor (120.3)		0	0
10	Spent Nuclear Fuel (120.4)		0	0
11	Nuclear Fuel Under Capital Leases (120.6)		0	0
12	(Less) Accum. Prov. for Amort. of Nucl. Fuel Assemblies (120.5)	202-203	0	0
13	Net Nuclear Fuel (Enter Total of lines 7-11 less 12)		0	0
14	Net Utility Plant (Enter Total of lines 6 and 13)		512,725,269	503,510,556
15	Utility Plant Adjustments (116)	122	0	0
16	Assets Stored Underground - Noncurrent (117)		0	0
17	OTHER PROPERTY AND INVESTMENTS			
18	Nonutility Property (121)		161,514	198,514
19	(Less) Accum. Prov. for Depr. and Amort. (122)		0	0
20	Investments in Associated Companies (123)		0	0
21	Investment in Subsidiary Companies (123.1)	224-225	57,046,811	49,630,743
22	(For Cost of Account 123.1, See Footnote Page 224, line 42)			
23	Noncurrent Portion of Allowances	228-229	0	0
24	Other Investments (124)		0	0
25	Sinking Funds (125)		0	0
26	Depreciation Fund (126)		0	0
27	Amortization Fund - Federal (127)		0	0
28	Other Special Funds (128)		0	0
29	Special Funds (Non Major Only) (129)		0	0
30	Long-Term Portion of Derivative Assets (175)		0	0
31	Long-Term Portion of Derivative Assets - Hedges (176)		0	0
32	TOTAL Other Property and Investments (Lines 18-21 and 23-31)		57,208,325	49,829,257
33	CURRENT AND ACCRUED ASSETS			
34	Cash and Working Funds (Non-major Only) (130)		0	0
35	Cash (131)		0	0
36	Special Deposits (132-134)		0	0
37	Working Fund (135)		0	0
38	Temporary Cash Investments (136)		0	0
39	Notes Receivable (141)		0	0
40	Customer Accounts Receivable (142)		0	0
41	Other Accounts Receivable (143)		5,313,127	7,235,953
42	(Less) Accum. Prov. for Uncollectible Acct.-Credit (144)		600,000	600,000
43	Notes Receivable from Associated Companies (145)		137,001,477	119,294,409
44	Accounts Receivable from Assoc. Companies (146)		6,998,241	15,258,308
45	Fuel Stock (151)	227	0	0
46	Fuel Stock Expenses Undistributed (152)	227	0	0
47	Residuals (Elec) and Extracted Products (153)	227	0	0
48	Plant Materials and Operating Supplies (154)	227	34,173,643	33,957,008
49	Merchandise (155)	227	0	0
50	Other Materials and Supplies (156)	227	0	0
51	Nuclear Materials Held for Sale (157)	202-203/227	0	0
52	Allowances (158.1 and 158.2)	228-229	0	0

Name of Respondent KeySpan Generation, LLC	This Report Is: (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission	Date of Report (Mo, Da, Yr) 04/18/2006	Year/Period of Report End of 2005/Q4
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COMPARATIVE BALANCE SHEET (ASSETS AND OTHER DEBITS) (Continued)

Line No.	Title of Account (a)	Ref. Page No. (b)	Current Year End of Quarter/Year Balance (c)	Prior Year End Balance 12/31 (d)
53	(Less) Noncurrent Portion of Allowances		0	0
54	Stores Expense Undistributed (163)	227	0	0
55	Gas Stored Underground - Current (164.1)		0	0
56	Liquefied Natural Gas Stored and Held for Processing (164.2-164.3)		0	0
57	Prepayments (165)		74,481	30,250
58	Advances for Gas (166-167)		0	0
59	Interest and Dividends Receivable (171)		0	0
60	Rents Receivable (172)		57,318	35,731
61	Accrued Utility Revenues (173)		11,620,554	26,737,618
62	Miscellaneous Current and Accrued Assets (174)		0	0
63	Derivative Instrument Assets (175)		0	0
64	(Less) Long-Term Portion of Derivative Instrument Assets (175)		0	0
65	Derivative Instrument Assets - Hedges (176)		0	0
66	(Less) Long-Term Portion of Derivative Instrument Assets - Hedges (176)		0	0
67	Total Current and Accrued Assets (Lines 34 through 66)		194,638,841	201,949,277
68	DEFERRED DEBITS			
69	Unamortized Debt Expenses (181)		1,818,404	1,983,639
70	Extraordinary Property Losses (182.1)	230	0	0
71	Unrecovered Plant and Regulatory Study Costs (182.2)	230	0	0
72	Other Regulatory Assets (182.3)	232	1,217,763	1,717,763
73	Prelim. Survey and Investigation Charges (Electric) (183)		0	0
74	Preliminary Natural Gas Survey and Investigation Charges 183.1)		0	0
75	Other Preliminary Survey and Investigation Charges (183.2)		0	0
76	Clearing Accounts (184)		0	0
77	Temporary Facilities (185)		0	0
78	Miscellaneous Deferred Debits (186)	233	127,802,265	99,743,824
79	Def. Losses from Disposition of Utility Plt. (187)		0	0
80	Research, Devel. and Demonstration Expend. (188)	352-353	0	0
81	Unamortized Loss on Reaquired Debt (189)		0	0
82	Accumulated Deferred Income Taxes (190)	234	4,990,654	-38,542,608
83	Unrecovered Purchased Gas Costs (191)		0	0
84	Total Deferred Debits (lines 69 through 83)		135,829,086	64,902,618
85	TOTAL ASSETS (lines 14-16, 32, 67, and 84)		900,401,521	820,191,708

Name of Respondent KeySpan Generation, LLC	This Report is: (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Rresubmission	Date of Report (mo, da, yr) 04/18/2006	Year/Period of Report end of 2005/Q4
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COMPARATIVE BALANCE SHEET (LIABILITIES AND OTHER CREDITS)

Line No.	Title of Account (a)	Ref. Page No. (b)	Current Year End of Quarter/Year Balance (c)	Prior Year End Balance 12/31 (d)
1	PROPRIETARY CAPITAL			
2	Common Stock Issued (201)	250-251	295,048,635	295,048,635
3	Preferred Stock Issued (204)	250-251	0	0
4	Capital Stock Subscribed (202, 205)	252	0	0
5	Stock Liability for Conversion (203, 206)	252	0	0
6	Premium on Capital Stock (207)	252	0	0
7	Other Paid-In Capital (208-211)	253	0	0
8	Installments Received on Capital Stock (212)	252	0	0
9	(Less) Discount on Capital Stock (213)	254	0	0
10	(Less) Capital Stock Expense (214)	254	0	0
11	Retained Earnings (215, 215.1, 216)	118-119	91,857,195	72,997,511
12	Unappropriated Undistributed Subsidiary Earnings (216.1)	118-119	7,416,067	6,556,222
13	(Less) Reaquired Capital Stock (217)	250-251	0	0
14	Noncorporate Proprietorship (Non-major only) (218)		0	0
15	Accumulated Other Comprehensive Income (219)	122(a)(b)	0	0
16	Total Proprietary Capital (lines 2 through 15)		394,321,897	374,602,368
17	LONG-TERM DEBT			
18	Bonds (221)	256-257	66,005,000	66,005,000
19	(Less) Reaquired Bonds (222)	256-257	0	0
20	Advances from Associated Companies (223)	256-257	207,168,091	207,168,091
21	Other Long-Term Debt (224)	256-257	0	0
22	Unamortized Premium on Long-Term Debt (225)		0	0
23	(Less) Unamortized Discount on Long-Term Debt-Debit (226)		0	0
24	Total Long-Term Debt (lines 18 through 23)		273,173,091	273,173,091
25	OTHER NONCURRENT LIABILITIES			
26	Obligations Under Capital Leases - Noncurrent (227)		0	0
27	Accumulated Provision for Property Insurance (228.1)		0	0
28	Accumulated Provision for Injuries and Damages (228.2)		9,300,318	9,370,000
29	Accumulated Provision for Pensions and Benefits (228.3)		0	0
30	Accumulated Miscellaneous Operating Provisions (228.4)		0	0
31	Accumulated Provision for Rate Refunds (229)		0	0
32	Long-Term Portion of Derivative Instrument Liabilities		0	0
33	Long-Term Portion of Derivative Instrument Liabilities - Hedges		0	0
34	Asset Retirement Obligations (230)		7,150,678	0
35	Total Other Noncurrent Liabilities (lines 26 through 34)		16,450,996	9,370,000
36	CURRENT AND ACCRUED LIABILITIES			
37	Notes Payable (231)		0	0
38	Accounts Payable (232)		12,564,691	26,269,747
39	Notes Payable to Associated Companies (233)		0	0
40	Accounts Payable to Associated Companies (234)		182,367,733	144,079,920
41	Customer Deposits (235)		0	0
42	Taxes Accrued (236)	262-263	11,933,889	25,192,004
43	Interest Accrued (237)		100,663	9,767
44	Dividends Declared (238)		0	0
45	Matured Long-Term Debt (239)		0	0

Name of Respondent KeySpan Generation, LLC	This Report is: (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Rresubmission	Date of Report (mo, da, yr) 04/18/2006	Year/Period of Report end of 2005/Q4
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COMPARATIVE BALANCE SHEET (LIABILITIES AND OTHER CREDITS) (Continued)

Line No.	Title of Account (a)	Ref. Page No. (b)	Current Year End of Quarter/Year Balance (c)	Prior Year End Balance 12/31 (d)
46	Matured Interest (240)		0	0
47	Tax Collections Payable (241)		21,546	16,478
48	Miscellaneous Current and Accrued Liabilities (242)		5,339,787	5,396,811
49	Obligations Under Capital Leases-Current (243)		0	0
50	Derivative Instrument Liabilities (244)		0	0
51	(Less) Long-Term Portion of Derivative Instrument Liabilities		0	0
52	Derivative Instrument Liabilities - Hedges (245)		0	0
53	(Less) Long-Term Portion of Derivative Instrument Liabilities-Hedges		0	0
54	Total Current and Accrued Liabilities (lines 37 through 53)		212,328,309	200,964,727
55	DEFERRED CREDITS			
56	Customer Advances for Construction (252)		0	0
57	Accumulated Deferred Investment Tax Credits (255)	266-267	0	0
58	Deferred Gains from Disposition of Utility Plant (256)		0	0
59	Other Deferred Credits (253)	269	0	219,811
60	Other Regulatory Liabilities (254)	278	0	0
61	Amortized Gain on Reacquired Debt (257)		0	0
62	Accum. Deferred Income Taxes-Accel. Amort.(281)	272-277	0	0
63	Accum. Deferred Income Taxes-Other Property (282)		-68,586,962	-56,126,374
64	Accum. Deferred Income Taxes-Other (283)		72,714,190	17,988,085
65	Total Deferred Credits (lines 56 through 64)		4,127,228	-37,918,478
66	TOTAL LIABILITIES AND STOCKHOLDER EQUITY (lines 16, 24, 35, 54 and 65)		900,401,521	820,191,708

Name of Respondent KeySpan Generation, LLC	This Report Is: (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission	Date of Report (Mo, Da, Yr) 04/18/2006	Year/Period of Report End of 2005/Q4
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STATEMENT OF INCOME

Quarterly

1. Enter in column (d) the balance for the reporting quarter and in column (e) the balance for the same three month period for the prior year.
2. Report in column (f) the quarter to date amounts for electric utility function; in column (h) the quarter to date amounts for gas utility, and in (j) the quarter to date amounts for other utility function for the current year quarter.
3. Report in column (g) the quarter to date amounts for electric utility function; in column (i) the quarter to date amounts for gas utility, and in (k) the quarter to date amounts for other utility function for the prior year quarter.
4. If additional columns are needed place them in a footnote.

Annual or Quarterly if applicable

5. Do not report fourth quarter data in columns (e) and (f)
6. Report amounts for accounts 412 and 413, Revenues and Expenses from Utility Plant Leased to Others, in another utility column in a similar manner to a utility department. Spread the amount(s) over lines 2 thru 26 as appropriate. Include these amounts in columns (c) and (d) totals.
7. Report amounts in account 414, Other Utility Operating Income, in the same manner as accounts 412 and 413 above.
8. Report data for lines 8, 10 and 11 for Natural Gas companies using accounts 404.1, 404.2, 404.3, 407.1 and 407.2.

Line No.	Title of Account (a)	(Ref.) Page No. (b)	Total Current Year to Date Balance for Quarter/Year (c)	Total Prior Year to Date Balance for Quarter/Year (d)	Current 3 Months Ended Quarterly Only No 4th Quarter (e)	Prior 3 Months Ended Quarterly Only No 4th Quarter (f)
1	UTILITY OPERATING INCOME					
2	Operating Revenues (400)	300-301	326,005,871	316,716,128		
3	Operating Expenses					
4	Operation Expenses (401)	320-323	67,764,822	69,940,903		
5	Maintenance Expenses (402)	320-323	39,642,736	34,294,472		
6	Depreciation Expense (403)	336-337	46,759,274	46,444,266		
7	Depreciation Expense for Asset Retirement Costs (403.1)	336-337				
8	Amort. & Depl. of Utility Plant (404-405)	336-337	-205,537	972,106		
9	Amort. of Utility Plant Acq. Adj. (406)	336-337				
10	Amort. Property Losses, Unrecov Plant and Regulatory Study Costs (407)					
11	Amort. of Conversion Expenses (407)					
12	Regulatory Debits (407.3)		2,365,832	500,000		
13	(Less) Regulatory Credits (407.4)					
14	Taxes Other Than Income Taxes (408.1)	262-263	134,244,405	127,730,521		
15	Income Taxes - Federal (409.1)	262-263	7,549,015	-11,738,001		
16	- Other (409.1)	262-263	2,801,826	-2,673,071		
17	Provision for Deferred Income Taxes (410.1)	234, 272-277	24,802,128	47,544,554		
18	Provision for Deferred Income Taxes-Cr. (411.1)	234, 272-277	23,396,018	25,347,091		
19	Investment Tax Credit Adj. - Net (411.4)	266				
20	(Less) Gains from Disp. of Utility Plant (411.6)					
21	Losses from Disp. of Utility Plant (411.7)					
22	(Less) Gains from Disposition of Allowances (411.8)					
23	Losses from Disposition of Allowances (411.9)					
24	Accretion Expense (411.10)					
25	TOTAL Utility Operating Expenses (Enter Total of lines 4 thru 24)		302,328,483	287,668,659		
26	Net Util Oper Inc (Enter Tot line 2 less 25) Carry to Pg117, line 27		23,677,388	29,047,469		

Name of Respondent KeySpan Generation, LLC	This Report Is: (1) <input checked="checked" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission	Date of Report (Mo, Da, Yr) 04/18/2006	Year/Period of Report End of 2005/Q4
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STATEMENT OF INCOME FOR THE YEAR (Continued)

9. Use page 122 for important notes regarding the statement of income for any account thereof.

10. Give concise explanations concerning unsettled rate proceedings where a contingency exists such that refunds of a material amount may need to be made to the utility's customers or which may result in material refund to the utility with respect to power or gas purchases. State for each year effected the gross revenues or costs to which the contingency relates and the tax effects together with an explanation of the major factors which affect the rights of the utility to retain such revenues or recover amounts paid with respect to power or gas purchases.

11 Give concise explanations concerning significant amounts of any refunds made or received during the year resulting from settlement of any rate proceeding affecting revenues received or costs incurred for power or gas purchases, and a summary of the adjustments made to balance sheet, income, and expense accounts.

12. If any notes appearing in the report to stokholders are applicable to the Statement of Income, such notes may be included at page 122.

13. Enter on page 122 a concise explanation of only those changes in accounting methods made during the year which had an effect on net income, including the basis of allocations and apportionments from those used in the preceding year. Also, give the appropriate dollar effect of such changes.

14. Explain in a footnote if the previous year's/quarter's figures are different from that reported in prior reports.

15. If the columns are insufficient for reporting additional utility departments, supply the appropriate account titles report the information in a footnote to this schedule.

ELECTRIC UTILITY		GAS UTILITY		OTHER UTILITY		Line No.
Current Year to Date (in dollars) (g)	Previous Year to Date (in dollars) (h)	Current Year to Date (in dollars) (i)	Previous Year to Date (in dollars) (j)	Current Year to Date (in dollars) (k)	Previous Year to Date (in dollars) (l)	
						1
326,005,871	316,716,128					2
						3
67,764,822	69,940,903					4
39,642,736	34,294,472					5
46,759,274	46,444,266					6
						7
-205,537	972,106					8
						9
						10
						11
2,365,832	500,000					12
						13
134,244,405	127,730,521					14
7,549,015	-11,738,001					15
2,801,826	-2,673,071					16
24,802,128	47,544,554					17
23,396,018	25,347,091					18
						19
						20
						21
						22
						23
						24
302,328,483	287,668,659					25
23,677,388	29,047,469					26

Name of Respondent KeySpan Generation, LLC	This Report Is: (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission	Date of Report (Mo, Da, Yr) 04/18/2006	Year/Period of Report End of 2005/Q4
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STATEMENT OF INCOME FOR THE YEAR (continued)

Line No.	Title of Account (a)	(Ref.) Page No. (b)	TOTAL		Current 3 Months Ended Quarterly Only No 4th Quarter (e)	Prior 3 Months Ended Quarterly Only No 4th Quarter (f)
			Current Year (c)	Previous Year (d)		
27	Net Utility Operating Income (Carried forward from page 114)		23,677,388	29,047,469		
28	Other Income and Deductions					
29	Other Income					
30	Nonutility Operating Income					
31	Revenues From Merchandising, Jobbing and Contract Work (415)					
32	(Less) Costs and Exp. of Merchandising, Job. & Contract Work (416)					
33	Revenues From Nonutility Operations (417)					
34	(Less) Expenses of Nonutility Operations (417.1)					
35	Nonoperating Rental Income (418)					
36	Equity in Earnings of Subsidiary Companies (418.1)	119	7,416,067	6,556,222		
37	Interest and Dividend Income (419)		4,070,116	2,672,310		
38	Allowance for Other Funds Used During Construction (419.1)		1,171,377	651,212		
39	Miscellaneous Nonoperating Income (421)		553,588	233,739		
40	Loss on Disposition of Property (421.1)		1,054,471	2,000,000		
41	TOTAL Other Income (Enter Total of lines 31 thru 40)		14,265,619	12,113,483		
42	Other Income Deductions					
43	Loss on Disposition of Property (421.2)					
44	Miscellaneous Amortization (425)	340				
45	Donations (426.1)	340	27,922	42,288		
46	Life Insurance (426.2)					
47	Penalties (426.3)		26,100	26,900		
48	Exp. for Certain Civic, Political & Related Activities (426.4)		32,341	27,185		
49	Other Deductions (426.5)		5,781	4,420		
50	TOTAL Other Income Deductions (Total of lines 43 thru 49)		92,144	100,793		
51	Taxes Applicable to Other Income and Deductions					
52	Taxes Other Than Income Taxes (408.2)	262-263	75,862	52,010		
53	Income Taxes-Federal (409.2)	262-263				
54	Income Taxes-Other (409.2)	262-263				
55	Provision for Deferred Inc. Taxes (410.2)	234, 272-277				
56	(Less) Provision for Deferred Income Taxes-Cr. (411.2)	234, 272-277				
57	Investment Tax Credit Adj.-Net (411.5)					
58	Investment Tax Credits (420)					
59	TOTAL Taxes on Other Income and Deductions (Total of lines 52-58)		75,862	52,010		
60	Net Other Income and Deductions (Total of lines 41, 50, 59)		14,097,613	11,960,680		
61	Interest Charges					
62	Interest on Long-Term Debt (427)		1,809,866	1,125,820		
63	Amort. of Debt Disc. and Expense (428)		80,222	111,531		
64	Amortization of Loss on Reacquired Debt (428.1)					
65	(Less) Amort. of Premium on Debt-Credit (429)					
66	(Less) Amortization of Gain on Reacquired Debt-Credit (429.1)					
67	Interest on Debt to Assoc. Companies (430)	340	12,447,570	12,363,341		
68	Other Interest Expense (431)	340	308,381	241,859		
69	(Less) Allowance for Borrowed Funds Used During Construction-Cr. (432)		446,275	395,875		
70	Net Interest Charges (Total of lines 62 thru 69)		14,199,764	13,446,676		
71	Income Before Extraordinary Items (Total of lines 27, 60 and 70)		23,575,237	27,561,473		
72	Extraordinary Items					
73	Extraordinary Income (434)					
74	(Less) Extraordinary Deductions (435)		6,529,563			
75	Net Extraordinary Items (Total of line 73 less line 74)		-6,529,563			
76	Income Taxes-Federal and Other (409.3)	262-263	-2,673,856			
77	Extraordinary Items After Taxes (line 75 less line 76)		-3,855,707			
78	Net Income (Total of line 71 and 77)		19,719,530	27,561,473		

Name of Respondent KeySpan Generation, LLC	This Report Is: (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission	Date of Report (Mo, Da, Yr) 11	Year/Period of Report End of 2005/Q3
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COMPARATIVE BALANCE SHEET (ASSETS AND OTHER DEBITS)

Line No.	Title of Account (a)	Ref. Page No. (b)	Current Year End of Quarter/Year Balance (c)	Prior Year End Balance 12/31 (d)
1	UTILITY PLANT			
2	Utility Plant (101-106, 114)	200-201	1,295,146,467	1,277,346,689
3	Construction Work in Progress (107)	200-201	33,032,669	23,088,248
4	TOTAL Utility Plant (Enter Total of lines 2 and 3)		1,328,179,136	1,300,434,937
5	(Less) Accum. Prov. for Depr. Amort. Depl. (108, 110, 111, 115)	200-201	823,556,591	796,924,381
6	Net Utility Plant (Enter Total of line 4 less 5)		504,622,545	503,510,556
7	Nuclear Fuel in Process of Ref., Conv., Enrich., and Fab. (120.1)	202-203	0	0
8	Nuclear Fuel Materials and Assemblies-Stock Account (120.2)		0	0
9	Nuclear Fuel Assemblies in Reactor (120.3)		0	0
10	Spent Nuclear Fuel (120.4)		0	0
11	Nuclear Fuel Under Capital Leases (120.6)		0	0
12	(Less) Accum. Prov. for Amort. of Nucl. Fuel Assemblies (120.5)	202-203	0	0
13	Net Nuclear Fuel (Enter Total of lines 7-11 less 12)		0	0
14	Net Utility Plant (Enter Total of lines 6 and 13)		504,622,545	503,510,556
15	Plant Adjustments (116)	122	0	0
16	Gas Stored Underground - Noncurrent (117)		0	0
17	OTHER PROPERTY AND INVESTMENTS			
18	Nonutility Property (121)		240,524	198,514
19	(Less) Accum. Prov. for Depr. and Amort. (122)		0	0
20	Investments in Associated Companies (123)		0	0
21	Investment in Subsidiary Companies (123.1)	224-225	55,619,427	49,630,743
22	(For Cost of Account 123.1, See Footnote Page 224, line 42)			
23	Noncurrent Portion of Allowances	228-229	0	0
24	Other Investments (124)		0	0
25	Sinking Funds (125)		0	0
26	Depreciation Fund (126)		0	0
27	Amortization Fund - Federal (127)		0	0
28	Other Special Funds (128)		0	0
29	Special Funds (Non Major Only) (129)		0	0
30	Long-Term Portion of Derivative Assets (175)		0	0
31	Long-Term Portion of Derivative Assets - Hedges (176)		0	0
32	TOTAL Other Property and Investments (Lines 18-21 and 23-31)		55,859,951	49,829,257
33	CURRENT AND ACCRUED ASSETS			
34	Cash and Working Funds (Non-major Only) (130)		0	0
35	Cash (131)		0	0
36	Special Deposits (132-134)		0	0
37	Working Fund (135)		0	0
38	Temporary Cash Investments (136)		0	0
39	Notes Receivable (141)		0	0
40	Customer Accounts Receivable (142)		0	0
41	Other Accounts Receivable (143)		5,232,382	7,235,953
42	(Less) Accum. Prov. for Uncollectible Acct.-Credit (144)		600,000	600,000
43	Notes Receivable from Associated Companies (145)		136,332,404	119,294,409
44	Accounts Receivable from Assoc. Companies (146)		14,999,620	15,258,308
45	Fuel Stock (151)	227	0	0
46	Fuel Stock Expenses Undistributed (152)	227	0	0
47	Residuals (Elec) and Extracted Products (153)	227	0	0
48	Plant Materials and Operating Supplies (154)	227	34,583,701	33,957,008
49	Merchandise (155)	227	0	0
50	Other Materials and Supplies (156)	227	0	0
51	Nuclear Materials Held for Sale (157)	202-203/227	0	0
52	Allowances (158.1 and 158.2)	228-229	0	0

Name of Respondent KeySpan Generation, LLC	This Report Is: (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission	Date of Report (Mo, Da, Yr) / /	Year/Period of Report End of 2005/Q3
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COMPARATIVE BALANCE SHEET (ASSETS AND OTHER DEBITS)Continued

Line No.	Title of Account (a)	Ref. Page No. (b)	Current Year End of Quarter/Year Balance (c)	Prior Year End Balance 12/31 (d)
53	(Less) Noncurrent Portion of Allowances		0	0
54	Stores Expense Undistributed (163)	227	0	0
55	Gas Stored Underground - Current (164.1)		0	0
56	Liquefied Natural Gas Stored and Held for Processing (164.2-164.3)		0	0
57	Prepayments (165)		61,175	30,250
58	Advances for Gas (166-167)		0	0
59	Interest and Dividends Receivable (171)		0	0
60	Rents Receivable (172)		28,084	35,731
61	Accrued Utility Revenues (173)		8,470,865	26,737,618
62	Miscellaneous Current and Accrued Assets (174)		0	0
63	Derivative Instrument Assets (175)		0	0
64	(Less) Long-Term Portion of Derivative Instrument Assets (175)		0	0
65	Derivative Instrument Assets - Hedges (176)		0	0
66	(Less) Long-Term Portion of Derivative Instrument Assets - Hedges (176)		0	0
67	Current and Accrued Assets (Lines 34 through 66)		199,108,231	201,949,277
68	DEFERRED DEBITS			
69	Unamortized Debt Expenses (181)		1,838,462	1,983,639
70	Extraordinary Property Losses (182.1)	230	0	0
71	Unrecovered Plant and Regulatory Study Costs (182.2)	230	0	0
72	Other Regulatory Assets (182.3)	232	1,342,760	1,717,763
73	Prelim. Survey and Investigation Charges (Electric) (183)		0	0
74	Preliminary Natural Gas Survey and Investigation Charges 183.1)		0	0
75	Other Preliminary Survey and Investigation Charges (183.2)		0	0
76	Clearing Accounts (184)		-4,271	0
77	Temporary Facilities (185)		0	0
78	Miscellaneous Deferred Debits (186)	233	93,828,915	99,743,824
79	Def. Losses from Disposition of Utility Plt. (187)		0	0
80	Research, Devel. and Demonstration Expend. (188)	352-353	0	0
81	Unamortized Loss on Reaquired Debt (189)		0	0
82	Accumulated Deferred Income Taxes (190)	234	-38,542,608	-38,542,608
83	Unrecovered Purchased Gas Costs (191)		0	0
84	Total Deferred Debits (lines 69 through 83)		58,463,258	64,902,618
85	ASSETS (lines 14-16, 32, 67, and 84)		818,053,985	820,191,708

Name of Respondent KeySpan Generation, LLC	This Report is: (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission	Date of Report (mo, da, yr) / /	Year/Period of Report end of 2005/Q3
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COMPARATIVE BALANCE SHEET (LIABILITIES AND OTHER CREDITS)

Line No.	Title of Account (a)	Ref. Page No. (b)	Current Year End of Quarter/Year Balance (c)	Prior Year End Balance 12/31 (d)
1	PROPRIETARY CAPITAL			
2	Common Stock Issued (201)	250-251	295,048,635	295,048,635
3	Preferred Stock Issued (204)	250-251	0	0
4	Capital Stock Subscribed (202, 205)	252	0	0
5	Stock Liability for Conversion (203, 206)	252	0	0
6	Premium on Capital Stock (207)	252	0	0
7	Other Paid-In Capital (208-211)	253	0	0
8	Installments Received on Capital Stock (212)	252	0	0
9	(Less) Discount on Capital Stock (213)	254	0	0
10	(Less) Capital Stock Expense (214)	254	0	0
11	Retained Earnings (215, 215.1, 216)	118-119	95,362,075	72,997,511
12	Unappropriated Undistributed Subsidiary Earnings (216.1)	118-119	5,988,684	6,556,222
13	(Less) Required Capital Stock (217)	250-251	0	0
14	Noncorporate Proprietorship (Non-major only) (218)		0	0
15	Unallocated Other Comprehensive Income (219)	122(a)(b)	0	0
16	Total Proprietary Capital (lines 2 through 15)		396,399,394	374,602,368
17	LONG-TERM DEBT			
18	Bonds (221)	256-257	66,005,000	66,005,000
19	(Less) Required Bonds (222)	256-257	0	0
20	Advances from Associated Companies (223)	256-257	207,168,091	207,168,091
21	Other Long-Term Debt (224)	256-257	0	0
22	Unamortized Premium on Long-Term Debt (225)		0	0
23	(Less) Unamortized Discount on Long-Term Debt-Debit (226)		0	0
24	Total Long-Term Debt (lines 18 through 23)		273,173,091	273,173,091
25	OTHER NONCURRENT LIABILITIES			
26	Obligations Under Capital Leases - Noncurrent (227)		0	0
27	Accumulated Provision for Property Insurance (228.1)		0	0
28	Accumulated Provision for Injuries and Damages (228.2)		9,490,436	9,370,000
29	Accumulated Provision for Pensions and Benefits (228.3)		0	0
30	Accumulated Miscellaneous Operating Provisions (228.4)		0	0
31	Accumulated Provision for Rate Refunds (229)		0	0
32	Long-Term Portion of Derivative Instrument Liabilities		0	0
33	Long-Term Portion of Derivative Instrument Liabilities - Hedges		0	0
34	Asset Retirement Obligations (230)		0	0
35	Total Other Noncurrent Liabilities (lines 26 through 34)		9,490,436	9,370,000
36	CURRENT AND ACCRUED LIABILITIES			
37	Notes Payable (231)		0	0
38	Accounts Payable (232)		3,602,713	26,269,747
39	Notes Payable to Associated Companies (233)		0	0
40	Accounts Payable to Associated Companies (234)		150,358,165	144,079,920
41	Customer Deposits (235)		0	0
42	Taxes Accrued (236)	262-263	10,196,466	25,192,004
43	Interest Accrued (237)		56,073	9,767
44	Dividends Declared (238)		0	0
45	Matured Long-Term Debt (239)		0	0

Name of Respondent KeySpan Generation, LLC	This Report is: (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Rresubmission	Date of Report (mo, da, yr) / /	Year/Period of Report end of 2005/Q3
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COMPARATIVE BALANCE SHEET (LIABILITIES AND OTHER CREDITS) (Continued)

Line No.	Title of Account (a)	Ref. Page No. (b)	Current Year End of Quarter/Year Balance (c)	Prior Year End Balance 12/31 (d)
46	Matured Interest (240)		0	0
47	Tax Collections Payable (241)		29,730	16,478
48	Miscellaneous Current and Accrued Liabilities (242)		5,442,492	5,396,811
49	Obligations Under Capital Leases-Current (243)		0	0
50	Derivative Instrument Liabilities (244)		0	0
51	(Less) Long-Term Portion of Derivative Instrument Liabilities		0	0
52	Derivative Instrument Liabilities - Hedges (245)		0	0
53	(Less) Long-Term Portion of Derivative Instrument Liabilities-Hedges		0	0
54	Total Current and Accrued Liabilities (lines 37 through 53)		169,685,639	200,964,727
55	DEFERRED CREDITS			
56	Customer Advances for Construction (252)		0	0
57	Accumulated Deferred Investment Tax Credits (255)	266-267	0	0
58	Deferred Gains from Disposition of Utility Plant (256)		0	0
59	Other Deferred Credits (253)	269	61,952	219,811
60	Regulatory Liabilities (254)	278	0	0
61	Unamortized Gain on Reaquired Debt (257)		0	0
62	Accum. Deferred Income Taxes-Accel. Amort.(281)	272-277	0	0
63	Accum. Deferred Income Taxes-Other Property (282)		-56,126,374	-56,126,374
64	Accum. Deferred Income Taxes-Other (283)		25,369,847	17,988,085
65	Total Deferred Credits (lines 56 through 64)		-30,694,575	-37,918,478
66	TOTAL LIABILITIES AND STOCKHOLDER EQUITY (lines 16, 24, 35, 54 and 65)		818,053,985	820,191,708

Name of Respondent KeySpan Generation, LLC	This Report Is: (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission	Date of Report (Mo, Da, Yr) / /	Year/Period of Report End of 2005/Q3
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STATEMENT OF INCOME

Quarterly

1. Enter in column (d) the balance for the reporting quarter and in column (e) the balance for the same three month period for the prior year.
2. Report in column (f) the quarter to date amounts for electric utility function; in column (h) the quarter to date amounts for gas utility, and in (j) the quarter to date amounts for other utility function for the current year quarter.
3. Report in column (g) the quarter to date amounts for electric utility function; in column (i) the quarter to date amounts for gas utility, and in (k) the quarter to date amounts for other utility function for the prior year quarter.
4. If additional columns are needed place them in a footnote.

Annual or Quarterly if applicable

5. Do not report fourth quarter data in columns (e) and (f)
6. Report amounts for accounts 412 and 413, Revenues and Expenses from Utility Plant Leased to Others, in another utility column in a similar manner to a utility department. Spread the amount(s) over lines 2 thru 26 as appropriate. Include these amounts in columns (c) and (d) totals.
7. Report amounts in account 414, Other Utility Operating Income, in the same manner as accounts 412 and 413 above.
8. Report data for lines 8, 10 and 11 for Natural Gas companies using accounts 404.1, 404.2, 404.3, 407.1 and 407.2.

Line No.	Title of Account (a)	(Ref.) Page No. (b)	Total Current Year to Date Balance for Quarter/Year (c)	Total Prior Year to Date Balance for Quarter/Year (d)	Current 3 Months Ended Quarterly Only No 4th Quarter (e)	Prior 3 Months Ended Quarterly Only No 4th Quarter (f)
1	UTILITY OPERATING INCOME					
2	Operating Revenues (400)	300-301	243,433,481	232,457,262	83,749,649	78,892,754
3	Operating Expenses					
4	Operation Expenses (401)	320-323	47,984,572	54,959,644	15,227,363	18,802,012
5	Maintenance Expenses (402)	320-323	29,669,209	24,567,920	7,763,011	5,447,765
6	Depreciation Expense (403)	336-337	34,349,126	34,792,690	10,853,556	11,600,914
7	Depreciation Expense for Asset Retirement Costs (403.1)	336-337				
8	Amort. & Depl. of Utility Plant (404-405)	336-337	-392,782	745,277	-849,218	226,829
9	Amort. of Utility Plant Acq. Adj. (406)	336-337				
10	Amort. Property Losses, Unrecov Plant and Regulatory Study Costs (407)					
11	Amort. of Conversion Expenses (407)					
12	Regulatory Debits (407.3)		1,772,171		593,665	
13	(Less) Regulatory Credits (407.4)					
14	Taxes Other Than Income Taxes (408.1)	262-263	100,691,683	92,984,604	33,555,769	30,962,970
15	Income Taxes - Federal (409.1)	262-263	247,530	-23,530,966	-4,521,273	-23,900,141
16	- Other (409.1)	262-263				
17	Provision for Deferred Income Taxes (410.1)	234, 272-277	19,769,521	42,556,328	10,654,503	27,886,214
18	(Less) Provision for Deferred Income Taxes-Cr. (411.1)	234, 272-277	12,387,759	17,675,531	-607,420	2,362,308
19	Investment Tax Credit Adj. - Net (411.4)	266				
20	(Less) Gains from Disp. of Utility Plant (411.6)					
21	Losses from Disp. of Utility Plant (411.7)					
22	(Less) Gains from Disposition of Allowances (411.8)					
23	Losses from Disposition of Allowances (411.9)					
24	Accretion Expense (411.10)					
25	TOTAL Utility Operating Expenses (Enter Total of lines 4 thru 24)		221,703,271	209,399,966	73,884,796	68,664,255
26	Net Util Oper Inc (Enter Tot line 2 less 25) Carry to Pg117, line 27		21,730,210	23,057,296	9,864,853	10,228,499

Name of Respondent KeySpan Generation, LLC	This Report Is: (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission	Date of Report (Mo, Da, Yr) / /	Year/Period of Report End of 2005/Q3
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STATEMENT OF INCOME FOR THE YEAR (Continued)

9. Use page 122 for important notes regarding the statement of income for any account thereof.
10. Give concise explanations concerning unsettled rate proceedings where a contingency exists such that refunds of a material amount may need to be made to the utility's customers or which may result in material refund to the utility with respect to power or gas purchases. State for each year effected the gross revenues or costs to which the contingency relates and the tax effects together with an explanation of the major factors which affect the rights of the utility to retain such revenues or recover amounts paid with respect to power or gas purchases.
- 11 Give concise explanations concerning significant amounts of any refunds made or received during the year resulting from settlement of any rate proceeding affecting revenues received or costs incurred for power or gas purchases, and a summary of the adjustments made to balance sheet, income, and expense accounts.
12. If any notes appearing in the report to stockholders are applicable to the Statement of Income, such notes may be included at page 122.
13. Enter on page 122 a concise explanation of only those changes in accounting methods made during the year which had an effect on net income, including the basis of allocations and apportionments from those used in the preceding year. Also, give the appropriate dollar effect of such changes.
14. Explain in a footnote if the previous year's/quarter's figures are different from that reported in prior reports.
15. If the columns are insufficient for reporting additional utility departments, supply the appropriate account titles report the information in a footnote to this schedule.

ELECTRIC UTILITY		GAS UTILITY		OTHER UTILITY		Line No.
Current Year to Date (in dollars) (g)	Previous Year to Date (in dollars) (h)	Current Year to Date (in dollars) (i)	Previous Year to Date (in dollars) (j)	Current Year to Date (in dollars) (k)	Previous Year to Date (in dollars) (l)	
						1
243,433,481	232,457,262					2
						3
47,984,572	54,959,644					4
29,669,209	24,567,920					5
34,349,126	34,792,690					6
						7
-392,782	745,277					8
						9
						10
						11
1,772,171						12
						13
100,691,683	92,984,604					14
247,530	-23,530,966					15
						16
19,769,521	42,556,328					17
12,387,759	17,675,531					18
						19
						20
						21
						22
						23
						24
221,703,271	209,399,966					25
21,730,210	23,057,296					26

Name of Respondent KeySpan Generation, LLC	This Report Is: (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission	Date of Report (Mo, Da, Yr) / /	Year/Period of Report End of 2005/Q3
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STATEMENT OF INCOME FOR THE YEAR (continued)

Line No.	Title of Account (a)	(Ref.) Page No. (b)	TOTAL		Current 3 Months Ended Quarterly Only No 4th Quarter (e)	Prior 3 Months Ended Quarterly Only No 4th Quarter (f)
			Current Year (c)	Previous Year (d)		
27	Net Utility Operating Income (Carried forward from page 114)		21,730,210	23,057,296	9,864,853	10,228,499
28	Other Income and Deductions					
29	Other Income					
30	Nonutility Operating Income					
31	Revenues From Merchandising, Jobbing and Contract Work (415)					
32	(Less) Costs and Exp. of Merchandising, Job. & Contract Work (416)					
33	Revenues From Nonutility Operations (417)					
34	(Less) Expenses of Nonutility Operations (417.1)					
35	Nonoperating Rental Income (418)					
36	Equity in Earnings of Subsidiary Companies (418.1)	119	5,988,684	4,883,957	2,810,327	1,423,421
37	Interest and Dividend Income (419)		2,287,649	2,076,980	844,643	299,180
38	Allowance for Other Funds Used During Construction (419.1)		886,944	391,766	249,508	157,377
39	Miscellaneous Nonoperating Income (421)		428,991	1,218,242	132,891	11,258
40	Gain on Disposition of Property (421.1)		1,033,366		1,033,366	
41	TOTAL Other Income (Enter Total of lines 31 thru 40)		10,625,634	8,570,945	5,070,735	1,891,236
42	Other Income Deductions					
43	Loss on Disposition of Property (421.2)					
44	Miscellaneous Amortization (425)	340				
45	Donations (426.1)	340	20,805		1,677	
46	Life Insurance (426.2)					
47	Penalties (426.3)		21,600		4,800	
48	Exp. for Certain Civic, Political & Related Activities (426.4)		22,930		3,362	
49	Other Deductions (426.5)		3,749	80,011	1,250	13,328
50	TOTAL Other Income Deductions (Total of lines 43 thru 49)		69,084	80,011	11,089	13,328
51	Taxes Applicable to Other Income and Deductions					
52	Taxes Other Than Income Taxes (408.2)	262-263	42,809	38,566	15,248	12,845
53	Income Taxes-Federal (409.2)	262-263				
54	Income Taxes-Other (409.2)	262-263				
55	Provision for Deferred Inc. Taxes (410.2)	234, 272-277				
56	(Less) Provision for Deferred Income Taxes-Cr. (411.2)	234, 272-277				
57	Investment Tax Credit Adj.-Net (411.5)					
58	(Less) Investment Tax Credits (420)					
59	TOTAL Taxes on Other Income and Deductions (Total of lines 52-58)		42,809	38,566	15,248	12,845
60	Net Other Income and Deductions (Total of lines 41, 50, 59)		10,513,741	8,452,368	5,044,398	1,865,063
61	Interest Charges					
62	Interest on Long-Term Debt (427)		1,263,281	783,075	460,060	318,897
63	Amort. of Debt Disc. and Expense (428)		89,002	79,515	29,667	29,288
64	Amortization of Loss on Reacquired Debt (428.1)					
65	(Less) Amort. of Premium on Debt-Credit (429)					
66	(Less) Amortization of Gain on Reacquired Debt-Credit (429.1)					
67	Interest on Debt to Assoc. Companies (430)	340	9,421,850	9,272,505	3,025,720	3,090,835
68	Other Interest Expense (431)	340	6,063	238,676	1,712	9,937
69	(Less) Allowance for Borrowed Funds Used During Construction-Cr. (432)		333,272	276,282	100,796	113,608
70	Net Interest Charges (Total of lines 62 thru 69)		10,446,924	10,097,489	3,416,363	3,335,349
71	Income Before Extraordinary Items (Total of lines 27, 60 and 70)		21,797,027	21,412,175	11,492,888	8,758,213
72	Extraordinary Items					
73	Extraordinary Income (434)					
74	(Less) Extraordinary Deductions (435)					
75	Net Extraordinary Items (Total of line 73 less line 74)					
76	Income Taxes-Federal and Other (409.3)	262-263				
77	Extraordinary Items After Taxes (line 75 less line 76)					
78	Net Income (Total of line 71 and 77)		21,797,027	21,412,175	11,492,888	8,758,213

**Northport Power Station Property
Section 010.00 Block 01.00 Lot 003.001
As of December 31, 2005**

<u>PSC Account</u>	<u>Asset Description</u>	<u>Original Cost</u>	<u>Accum. Depreciation</u>	<u>Net Book Value</u>
389	Land	\$ 23,463.21	-	\$ 23,463.21

**KeySpan Generation LLC
Northport Power Station Parcel 350
Summary of Annual Expenses 2003 through 2005**

		ACTUALS		
		2003	2004	2005
Revenues	Rental Income	\$ -	\$ -	\$ -
Expenses	Property Taxes	12,468	13,259	14,297
		<u>\$ (12,468)</u>	<u>\$ (13,259)</u>	<u>\$ (14,297)</u>

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TOWN OF HUNTINGTON
BALANCE SHEET FOR 2005 13

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FUND: A General Fund			NET CHANGE FOR PERIOD	ACCOUNT BALANCE

ASSETS				
A	0200	Cash	2,648,111.25	204,583.02
A	0202	Cash in Money Markets	-2,646,600.55	538,228.07
A	0209	IMMA Invest	748,808.82	37,991,576.29
A	0210	Petty Cash	.00	8,590.41
A	0211	Class Daily Sweep	59,898.99	982,985.57
A	0213	Class Daily Sweep - Reserves	.00	103,195.96
A	0215	Department Cash	118,563.08	118,630.08
A	0216	Cash, Golf Course	.00	411,458.30
A	0230	Cash, Special Reserves	.00	1,960,695.04
A	0232	Cash Special Res, Open Space	.00	102,501.95
A	0233	Cash, Worker's Compensation	-575,699.89	77,788.58
A	0380	Accounts Receivable	3,795,972.88	3,796,050.45
A	0380	GLWD Accounts Receivable	-10,191.25	2,297.12
A	0380	SHWD Accounts Receivable	10,191.25	-47,202.64
A	0391	Due From	-477,858.38	818,585.35
A	0410	State & Federal Receivables	9,380,808.94	9,380,808.94
A	0410	RS706 State & Federal Receivables	.00	36,425.00
A	0440	Due From Other Governments	1,860,289.40	1,860,289.40
A	0440	RS706 Due From other Governments	-2,500.00	15,425.00
A	0480	Prepaid Expense	.00	1,233,792.38
A	0510	Estimated Revenues	-104,168,239.77	.00
A	0521	Encumbrances	-3,820,220.18	7,133.00
A	0522	Expenditures	-93,109,047.87	.00
A	0599	Appropriated Fund Balance	-1,805,286.63	.00
TOTAL ASSETS			-187,992,999.91	59,603,837.27
			=====	=====
LIABILITIES				
A	0600	Accounts Payable	-2,287,934.30	-2,447,287.60
A	0601	Accrued Liabilities	-4,247,149.96	-4,247,149.96
A	0630	Due To Other Funds	1,139,629.14	-57,262.98
A	0631	Due To Other Governments	-4,104.17	-4,104.17
A	0691	Deferred Revenues	.00	-3,964,168.58
TOTAL LIABILITIES			-5,399,559.29	-10,719,973.29
			-----	-----
FUND BALANCE				
A	0814	Reserve For Worker's Comp	567,256.84	-3,627,596.71
A	0816	Reserve For Prepaid Expenses	17,265.35	-1,233,792.38
A	0821	Reserve For Encumbrances	3,820,220.18	-7,133.00
A	0830	Employee Bene Accrued Liab Res	282,668.23	-5,842,548.85
A	0835	Reserve for Snow & Ice Control	.00	-539,808.15
A	0870	General Reserve, Open Space Bd	.00	-2,593,192.59
A	0876	Res for Judgements and Claims	-200,000.00	-2,829,027.48
A	0878	Parks & Rec/Cap Imp Reserve	-2,750,000.00	-4,831,794.54
A	0884	Reserved For Debt Service	.00	-1,299,267.86

PRELIMINARY
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TOWN OF HUNTINGTON
BALANCE SHEET FOR 2005 13

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FUND: A	General Fund		NET CHANGE FOR PERIOD	ACCOUNT BALANCE
A	0885	Res For Worker's Compensatio	-768,110.21	-812,828.22
A	0888	Technology Replacement Reserve	-100,000.00	-454,991.46
A	0889	Miscellaneous Reserves	-2,200,000.00	-3,826,387.89
A	0890	Retirement Contribution Reserv	106,221.00	-1,723,797.12
A	0898	Solid Waste Management Reserve	-300,000.00	-1,855,654.85
A	0909	Fund Balance, Unreserved	7,935,075.70	-10,776,487.34
A	0910	Fund Balance, Unres-Appropriat	-1,071,021.00	-4,910,221.00
A	0911	Fund Balance - Reserve for Enc	-1,719,334.54	-1,719,334.54
A	0960	Appropriations	105,973,526.40	.00
A	0980	Revenues	83,798,791.25	.00
TOTAL FUND BALANCE			193,392,559.20	-48,883,863.98
TOTAL LIABILITIES + FUND BALANCE			187,992,999.91	-59,603,837.27
			=====	=====

PRELIMINARY
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TOWN OF HUNTINGTON
BALANCE SHEET FOR 2005 13

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SUBJECT TO TOWN BOARD APPROVAL ON
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FUND: B	Part Town		NET CHANGE FOR PERIOD	ACCOUNT BALANCE

ASSETS				
B	0200	Cash	.00	229,240.62
B	0209	IMMA Invest	.00	6,227,411.29
B	0210	Petty Cash	.00	50.00
B	0211	Class Daily Sweep	.00	108,454.31
B	0213	Class Daily Sweep - Reserves	.00	206,391.80
B	0215	Department Cash	15,660.00	15,660.00
B	0230	Cash, Special Reserves	.00	432,912.59
B	0380	Accounts Receivable	17,231.39	17,231.39
B	0391	Due From	85.33	5,926.93
B	0480	Prepaid Expense	.00	91,349.45
B	0510	Estimated Revenues	-10,014,671.13	.00
B	0521	Encumbrances	-67,975.97	.00
B	0522	Expenditures	-8,890,828.96	.00
B	0599	Appropriated Fund Balance	-18,581.05	.00
TOTAL ASSETS			-18,959,080.39	7,334,628.38
			=====	=====
LIABILITIES				
B	0600	Accounts Payable	-51,225.93	-51,225.93
B	0601	Accrued Liabilities	-333,817.90	-333,817.90
B	0630	Due To Other Funds	-225,000.00	-225,000.00
B	0691	Deferred Revenues	.00	-590,597.00
TOTAL LIABILITIES			-610,043.83	-1,200,640.83
			-----	-----
FUND BALANCE				
B	0816	Reserve For Prepaid Expenses	-11,154.44	-91,349.45
B	0821	Reserve For Encumbrances	67,975.97	.00
B	0830	Employee Bene Accrued Liab Res	82,449.62	-1,418,530.51
B	0889	Miscellaneous Reserves	-375,635.62	-1,655,353.98
B	0890	Retirement Contribution Reserv	19,111.00	-295,005.54
B	0909	Fund Balance, Unreserved	948,879.69	-1,791,199.38
B	0910	Fund Balance, Unres-Appropriat	-321,011.00	-850,925.00
B	0911	Fund Balance - Reserve for Enc	-31,623.69	-31,623.69
B	0960	Appropriations	10,033,252.18	.00
B	0980	Revenues	9,156,880.51	.00
TOTAL FUND BALANCE			19,569,124.22	-6,133,987.55
TOTAL LIABILITIES + FUND BALANCE			18,959,080.39	-7,334,628.38
			=====	=====

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TOWN OF HUNTINGTON
BALANCE SHEET FOR 2005 13

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FUND: C	Board of Trustees		NET CHANGE FOR PERIOD	ACCOUNT BALANCE
ASSETS				
C	0200	Cash	.00	41,778.07
C	0209	IMMA Invest	.00	310,526.63
C	0211	Class Daily Sweep	.00	72,272.84
C	0380	Accounts Receivable	.01	.01
C	0391	Due From	.00	255.46
C	0480	Prepaid Expense	.00	675.52
C	0510	Estimated Revenues	-125,605.00	.00
C	0521	Encumbrances	-5,200.00	.00
C	0522	Expenditures	-96,892.59	.00
TOTAL ASSETS			-227,697.58	425,508.53
=====				
LIABILITIES				
C	0600	Accounts Payable	-5,200.00	-5,200.00
C	0601	Accrued Liabilities	-636.60	-636.60
C	0615	Customer's Deposits	.00	-366.66
C	0691	Deferred Revenues	.00	-1,459.48
TOTAL LIABILITIES			-5,836.60	-7,662.74
=====				
FUND BALANCE				
C	0816	Reserve For Prepaid Expenses	124.64	-675.52
C	0821	Reserve For Encumbrances	5,200.00	.00
C	0909	Fund Balance, Unreserved	13,254.76	-371,732.27
C	0910	Fd Bal, Unresrvd, Appropriated	8,667.00	-45,438.00
C	0960	Appropriations	125,605.00	.00
C	0980	Revenues	80,682.78	.00
TOTAL FUND BALANCE			233,534.18	-417,845.79
TOTAL LIABILITIES + FUND BALANCE			227,697.58	-425,508.53
=====				

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BALANCE SHEET FOR 2005 13

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FUND: CB Business Improvement Districts			NET CHANGE FOR PERIOD	ACCOUNT BALANCE

ASSETS				
CB	0200	Cash	-182,193.47	.00
CB	0510	Estimated Revenues	-182,193.47	.00
TOTAL ASSETS			-364,386.94	.00
			=====	=====
FUND BALANCE				
CB	0960	Appropriations	182,193.47	.00
CB	0980	Revenues	182,193.47	.00
TOTAL FUND BALANCE			364,386.94	.00
			=====	=====

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TOWN OF HUNTINGTON
BALANCE SHEET FOR 2005 13

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FUND: CS1 Worker's Compensation			NET CHANGE FOR PERIOD	ACCOUNT BALANCE

ASSETS				
CS1	0200	Cash	575,699.89	.00
CS1	0209	IMMA Invest	-757,269.79	.00
CS1	0522	Expenditures	-2,006,478.47	.00
TOTAL ASSETS			-2,188,048.37	.00
			=====	=====
FUND BALANCE				
CS1	0909	Fund Balance, Unreserved	36,554.06	.00
CS1	0980	Revenues	2,151,494.31	.00
TOTAL FUND BALANCE			2,188,048.37	.00
			=====	=====

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FUND: DB Highway Fund			NET CHANGE FOR PERIOD	ACCOUNT BALANCE

ASSETS				
DB	0202	Cash in Money Markets	.00	1,909,840.99
DB	0209	IMMA Invest	500,000.00	5,534,690.89
DB	0210	Petty Cash	.00	200.00
DB	0211	Class Daily Sweep	.00	51,597.80
DB	0230	Cash, Special Reserves	.00	414,452.95
DB	0380	Accounts Receivable	38.66	38.66
DB	0391	Due From	.00	13,352.23
DB	0440	Due From Other Governments	1,846.61	1,846.61
DB	0480	Prepaid Expense	.00	197,614.05
DB	0510	Estimated Revenues	-30,617,407.00	.00
DB	0521	Encumbrances	-268,547.09	.00
DB	0522	Expenditures	-29,645,671.61	.00
DB	0599	Appropriated Fund Balance	-19,863.68	.00
TOTAL ASSETS			-60,049,604.11	8,123,634.18
			=====	=====
LIABILITIES				
DB	0600	Accounts Payable	-187,116.21	-187,116.21
DB	0601	Accrued Liabilities	-280,202.80	-280,202.80
DB	0630	Due To Other Funds	-500,000.00	-500,000.00
DB	0691	Deferred Revenues	.00	-4,650,247.41
TOTAL LIABILITIES			-967,319.01	-5,617,566.42
			-----	-----
FUND BALANCE				
DB	0816	Reserve For Prepaid Expenses	2,319.36	-197,614.05
DB	0821	Reserve For Encumbrances	268,547.09	.00
DB	0830	Employee Bene Accrued Liab Res	100,000.00	-128,819.84
DB	0835	Reserve for Snow & Ice Control	.00	-690,942.32
DB	0890	Retirement Contribution Reserv	121,031.00	-199,391.05
DB	0909	Fund Balance, Unreserved	-162,757.15	-1,020,117.37
DB	0910	Fund Balance, Unres-Appropriat	-221,031.00	-221,031.00
DB	0911	Fund Balance - Reserve for Enc	-48,152.13	-48,152.13
DB	0960	Appropriations	30,637,270.68	.00
DB	0980	Revenues	30,319,695.27	.00
TOTAL FUND BALANCE			61,016,923.12	-2,506,067.76
TOTAL LIABILITIES + FUND BALANCE			60,049,604.11	-8,123,634.18
			=====	=====

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FUND: GFA GENERAL FIXED ASSETS

NET CHANGE
FOR PERIOD

ACCOUNT
BALANCE

ASSETS

GFA	0522	Expenditures	-243.36	.00
GFA1000	0101	Land	7,026,282.50	102,780,774.58
GFA1000	0102	Buildings	914,674.65	9,591,207.48
GFA1000	0103	Improve Other Than Buildings	2,801,230.27	12,683,028.89
GFA1000	0104	Machinery & Equipment	.00	6,523,898.10
GFA1000	0106	Infrastructure	.00	15,044.97
GFA1000	0112	Accum Depreciation, Buildings	.00	-5,143,025.76
GFA1000	0113	Accm Depreciation, Improv Othr	.00	-5,062,079.36
GFA1000	0114	Accum Depreciation, Mach/Equip	.00	-4,609,438.34
GFA1000	0116	Accum Depreciation, Infrastruc	.00	-15,044.97
GFA3000	0102	Buildings	.00	18,717,927.18
GFA3000	0103	Improve Other Than Buildings	.00	14,380.61
GFA3000	0104	Machinery & Equipment	9,165.00	936,726.89
GFA3000	0106	Infrastructure	512,921.96	9,141,052.41
GFA3000	0112	Accum Depreciation, Buildings	.00	-7,798,712.20
GFA3000	0113	Accm Depreciation, Improv Othr	.00	-14,380.61
GFA3000	0114	Accum Depreciation, Mach/Equip	.00	-522,491.51
GFA3000	0116	Accum Depreciation, Infrastruc	.00	-7,488,505.36
GFA5000	0102	Buildings	10,060.00	4,220,738.28
GFA5000	0103	Improve Other Than Buildings	148,891.63	5,420,278.20
GFA5000	0104	Machinery & Equipment	.00	17,840,526.42
GFA5000	0106	Infrastructure	7,039,678.99	294,160,000.91
GFA5000	0112	Accum Depreciation, Buildings	.00	-2,423,753.61
GFA5000	0113	Accm Depreciation, Improv Othr	.00	-2,890,413.51
GFA5000	0114	Accum Depreciation, Mach/Equip	.00	-13,053,594.53
GFA5000	0116	Accum Depreciation, Infrastruc	.00	-232,341,681.10
GFA6000	0102	Buildings	542,969.74	695,711.26
GFA6000	0104	Machinery & Equipment	.00	65,789.00
GFA6000	0112	Accum Depreciation, Buildings	.00	-45,739.88
GFA6000	0114	Accum Depreciation, Mach/Equip	.00	-57,824.28
GFA7000	0101	Land	.00	3,297,511.91
GFA7000	0102	Buildings	119,585.12	6,821,194.20
GFA7000	0103	Improve Other Than Buildings	1,868,654.03	19,058,634.68
GFA7000	0104	Machinery & Equipment	.00	731,422.64
GFA7000	0106	Infrastructure	.00	3,084,390.75
GFA7000	0112	Accum Depreciation, Buildings	.00	-3,608,164.48
GFA7000	0113	Accm Depreciation, Improv Othr	.00	-6,494,132.63
GFA7000	0114	Accum Depreciation, Mach/Equip	.00	-2,508,120.64
GFA7000	0116	Accum Depreciation, Infrastruc	.00	-1,394,632.15
GFA8000	0101	Land	.00	613,002.00
GFA8000	0102	Buildings	3,151.17	4,756,430.48
GFA8000	0103	Improve Other Than Buildings	711,905.27	7,162,408.27
GFA8000	0104	Machinery & Equipment	.00	11,923,079.85
GFA8000	0106	Infrastructure	1,771,790.15	47,446,162.20
GFA8000	0112	Accum Depreciation, Buildings	.00	-2,444,602.31
GFA8000	0113	Accm Depreciation, Improv Othr	.00	-4,493,937.12
GFA8000	0114	Accum Depreciation, Mach/Equip	.00	-10,481,570.54
GFA8000	0116	Accum Depreciation, Infrastruc	.00	-32,113,843.94

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FUND: GFA GENERAL FIXED ASSETS		NET CHANGE FOR PERIOD	ACCOUNT BALANCE
TOTAL ASSETS		23,480,717.12	242,695,633.33

FUND BALANCE			
GFA	0909	Fund Balance, Unreserved	243.36
GFA1000	0151	Invest in GFA-Bonds & Notes	.00
GFA1000	0152	Invest in GFA-Current Taxation	-9,217,187.42
GFA1000	0153	Invest in GFA-Donations	-1,525,000.00
GFA3000	0151	Invest in GFA-Bonds & Notes	-287,282.23
GFA3000	0152	Invest in GFA-Current Taxation	-234,804.73
GFA5000	0151	Invest in GFA-Bonds & Notes	-5,308,142.56
GFA5000	0152	Invest in GFA-Current Taxation	-1,890,488.06
GFA5000	0153	Invest in GFA-Donations	.00
GFA5000	0156	Invest in GFA- State Aid	.00
GFA5000	0157	Invest in GFA- Federal Aid	.00
GFA6000	0151	Invest in GFA-Bonds & Notes	.00
GFA6000	0152	Invest in GFA-Current Taxation	-542,969.74
GFA7000	0151	Invest in GFA-Bonds & Notes	.00
GFA7000	0152	Invest in GFA-Current Taxation	-1,988,239.15
GFA8000	0151	Invest in GFA-Bonds & Notes	-2,349,182.13
GFA8000	0152	Invest in GFA-Current Taxation	-137,664.46
GFA8000	0153	Invest in GFA-Donations	.00
TOTAL FUND BALANCE		-23,480,717.12	-242,695,633.33
		=====	=====

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FUND: H97 Capital Projects 97			NET CHANGE FOR PERIOD	ACCOUNT BALANCE

ASSETS				
H97	0202	Cash in Money Markets	.00	450,626.46
H97	0209	IMMA Invest	-500,000.00	22,838,367.27
H97	0211	Class Daily Sweep	.00	169,575.14
H97	0213	Class Daily Sweep - Reserves	.00	84,104.75
H97	0230	Cash, Special Reserves	.00	105,528.74
H97	0380	Accounts Receivable	1,630.43	1,630.43
H97	0391	Due From Other Funds	1,010,083.02	1,010,083.02
H97	0410	State & Federal Receivables	96,960.00	96,960.00
H97	0510	Estimated Revenues	-23,813,060.65	.00
H97	0521	Encumbrances	-5,270,571.40	2,143.00
H97	0522	Expenditures	-18,047,099.13	.00
TOTAL ASSETS			-46,522,057.73	24,759,018.81
			=====	=====
LIABILITIES				
H97	0600	Accounts Payable	-1,886,274.78	-1,886,274.78
H97	0601	Accrued Liabilities	-651,705.00	-651,705.00
H97	0605	Retained Percentages	-92,699.15	-92,699.15
H97	0630	Due To Other Funds	-550,000.00	-688,565.62
TOTAL LIABILITIES			-3,180,678.93	-3,319,244.55
			-----	-----
FUND BALANCE				
H97	0821	Reserve For Encumbrances	5,270,571.40	-2,143.00
H97	0909	Fund Balance, Unreserved	649,944.73	-17,646,637.48
H97	0911	Fund Balance - Reserve for Enc	-3,790,993.78	-3,790,993.78
H97	0960	Appropriations	23,813,060.65	.00
H97	0980	Revenues	23,760,153.66	.00
TOTAL FUND BALANCE			49,702,736.66	-21,439,774.26
TOTAL LIABILITIES + FUND BALANCE			46,522,057.73	-24,759,018.81
			=====	=====

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FUND: K	Non-current Government Assets	NET CHANGE FOR PERIOD	ACCOUNT BALANCE

ASSETS			
K	0101 Land	.00	99,665,005.99
K	0102 Buildings	.00	43,212,768.20
K	0103 Improve Other Than Buildings	.00	38,808,049.45
K	0104 Machinery & Equipment	.00	35,994,975.08
K	0105 Capital Leases	.00	568,168.67
K	0106 Infrastructure	.00	344,522,260.14
TOTAL ASSETS		.00	562,771,227.53
		=====	=====
LIABILITIES			
K	0159 Investment in Gen Fixed Assets	.00	-562,771,227.53
TOTAL LIABILITIES		.00	-562,771,227.53
		=====	=====

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FUND: SF1 Fire Protection			NET CHANGE FOR PERIOD	ACCOUNT BALANCE

ASSETS				
SF1	0200	Cash	.00	26,419.46
SF1	0209	IMMA Invest	.00	34,184.08
SF1	0391	Due From	.00	493.90
SF1	0480	Prepaid Expense	.00	1,306.00
SF1	0510	Estimated Revenues	-1,065,076.00	.00
SF1	0521	Encumbrances	-15,861.10	.00
SF1	0522	Expenditures	-1,048,691.27	.00
TOTAL ASSETS			-2,129,628.37	62,403.44
			=====	=====
LIABILITIES				
SF1	0600	Accounts Payable	-15,138.90	-15,138.90
TOTAL LIABILITIES			-15,138.90	-15,138.90
			-----	-----
FUND BALANCE				
SF1	0816	Reserve For Prepaid Expenses	418.33	-1,306.00
SF1	0821	Reserve For Encumbrances	15,861.10	.00
SF1	0909	Fund Balance, Unreserved	-2,803.23	-45,958.54
SF1	0960	Appropriations	1,065,076.00	.00
SF1	0980	Revenues	1,066,215.07	.00
TOTAL FUND BALANCE			2,144,767.27	-47,264.54
TOTAL LIABILITIES + FUND BALANCE			2,129,628.37	-62,403.44
			=====	=====

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FUND: SL	Street Lighting		NET CHANGE FOR PERIOD	ACCOUNT BALANCE

ASSETS				
SL	0200	Cash	.00	152,822.50
SL	0209	IMMA Invest	.00	678,935.63
SL	0211	Class Daily Sweep	.00	208,921.35
SL	0230	Cash, Special Reserves	.00	36,867.28
SL	0391	Due From	.00	3,678.67
SL	0480	Prepaid Expense	.00	18,094.15
SL	0510	Estimated Revenues	-3,381,960.00	.00
SL	0521	Encumbrances	-108,366.42	.00
SL	0522	Expenditures	-3,224,186.01	.00
SL	0599	Appropriated Fund Balance	-115,153.10	.00
TOTAL ASSETS			-6,829,665.53	1,099,319.58
			=====	=====
LIABILITIES				
SL	0600	Accounts Payable	-207,092.61	-207,092.61
SL	0601	Accrued Liabilities	-53,122.40	-53,122.40
SL	0630	Due To Other Funds	-45.13	-45.13
SL	0691	Deferred Revenues	.00	-491,506.14
TOTAL LIABILITIES			-260,260.14	-751,766.28
			-----	-----
FUND BALANCE				
SL	0816	Reserve For Prepaid Expenses	423.81	-18,094.15
SL	0821	Reserve For Encumbrances	108,366.42	.00
SL	0890	Retirement Contribution Reserv	13,697.00	-23,170.28
SL	0909	Fund Balance, Unreserved	293,944.70	-241,150.17
SL	0910	Fd Bal, Unresrvd, Appropriated	11,303.00	-63,697.00
SL	0911	Fund Balance - Reserve for Enc	-1,441.70	-1,441.70
SL	0960	Appropriations	3,497,113.10	.00
SL	0980	Revenues	3,166,519.34	.00
TOTAL FUND BALANCE			7,089,925.67	-347,553.30
			-----	-----
TOTAL LIABILITIES + FUND BALANCE			6,829,665.53	-1,099,319.58
			=====	=====

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FUND: SM1 Commack Ambulance			NET CHANGE FOR PERIOD	ACCOUNT BALANCE

ASSETS				
SM1	0200	Cash	.00	6,549.90
SM1	0209	IMMA Invest	.00	18,419.70
SM1	0510	Estimated Revenues	-451,114.86	.00
SM1	0522	Expenditures	-451,114.86	.00
TOTAL ASSETS			-902,229.72	24,969.60
			=====	=====
FUND BALANCE				
SM1	0909	Fund Balance, Unreserved	-4,384.15	-24,969.60
SM1	0960	Appropriations	451,114.86	.00
SM1	0980	Revenues	455,499.01	.00
TOTAL FUND BALANCE			902,229.72	-24,969.60
			=====	=====

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FUND: SM2 Huntington Comm. Ambulance			NET CHANGE FOR PERIOD	ACCOUNT BALANCE

ASSETS				
SM2	0200	Cash	.00	28,823.22
SM2	0209	IMMA Invest	.00	29,927.38
SM2	0510	Estimated Revenues	-1,944,060.00	.00
SM2	0522	Expenditures	-1,916,317.75	.00
TOTAL ASSETS			-3,860,377.75	58,750.60
			=====	=====
FUND BALANCE				
SM2	0909	Fund Balance, Unreserved	-40,157.14	-58,750.60
SM2	0960	Appropriations	1,944,060.00	.00
SM2	0980	Revenues	1,956,474.89	.00
TOTAL FUND BALANCE			3,860,377.75	-58,750.60
			=====	=====

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FUND: SR Consolidated Refuse Fund			NET CHANGE FOR PERIOD	ACCOUNT BALANCE

ASSETS				
SR	0200	Cash	.00	287,626.78
SR	0209	IMMA Invest	.00	7,791,987.79
SR	0211	Class Daily Sweep	.00	265,394.61
SR	0230	Cash, Special Reserves	.00	135,980.45
SR	0380	Accounts Receivable	57,647.68	57,647.68
SR	0391	Due From	.00	18,359.31
SR	0480	Prepaid Expense	.00	99,601.16
SR	0510	Estimated Revenues	-24,056,874.69	.00
SR	0521	Encumbrances	-1,301,300.46	275.40
SR	0522	Expenditures	-22,305,077.28	.00
SR	0599	Appropriated Fund Balance	-16,462.29	.00
TOTAL ASSETS			-47,622,067.04	8,656,873.18
			=====	=====
LIABILITIES				
SR	0600	Accounts Payable	-1,619,238.86	-1,619,238.86
SR	0601	Accrued Liabilities	-82,052.73	-82,052.73
SR	0691	Deferred Revenues	.00	-3,482,613.36
TOTAL LIABILITIES			-1,701,291.59	-5,183,904.95
			-----	-----
FUND BALANCE				
SR	0816	Reserve For Prepaid Expenses	13,284.38	-99,601.16
SR	0821	Reserve For Encumbrances	1,301,300.46	-275.40
SR	0830	Employee Bene Accrued Liab Res	89,262.69	-271,009.67
SR	0890	Retirement Contribution Reserv	68,800.00	-58,214.96
SR	0909	Fund Balance, Unreserved	-244,794.35	-2,394,450.71
SR	0910	Fd Bal, Unresrvd, Appropriated	-134,578.69	-644,578.69
SR	0911	Fund Balance - Reserve for Enc	-4,837.64	-4,837.64
SR	0960	Appropriations	24,073,336.98	.00
SR	0980	Revenues	24,161,584.80	.00
TOTAL FUND BALANCE			49,323,358.63	-3,472,968.23
TOTAL LIABILITIES + FUND BALANCE			47,622,067.04	-8,656,873.18
			=====	=====

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FUND: SS1 Huntington Sewer			NET CHANGE FOR PERIOD	ACCOUNT BALANCE

ASSETS				
SS1	0200	Cash	.00	252,897.16
SS1	0209	IMMA Invest	.00	1,020,904.09
SS1	0211	Class Daily Sweep	.00	207,435.74
SS1	0230	Cash, Special Reserves	.00	77,850.09
SS1	0380	Accounts Receivable	2,000.00	2,000.00
SS1	0391	Due From	.00	2,503.54
SS1	0440	Due From Other Governments	600.00	600.00
SS1	0480	Prepaid Expense	3,908.33	26,155.81
SS1	0510	Estimated Revenues	-3,405,214.00	.00
SS1	0521	Encumbrances	-79,070.37	.00
SS1	0522	Expenditures	-3,269,550.25	.00
SS1	0599	Appropriated Fund Balance	-114,440.84	.00
TOTAL ASSETS			-6,861,767.13	1,590,346.43
			=====	=====
LIABILITIES				
SS1	0600	Accounts Payable	-61,095.21	-61,095.21
SS1	0601	Accrued Liabilities	-62,742.75	-62,742.75
SS1	0630	Due To Other Funds	-9,100.85	-9,100.85
SS1	0691	Deferred Revenues	.00	-510,705.86
TOTAL LIABILITIES			-132,938.81	-643,644.67
			-----	-----
FUND BALANCE				
SS1	0816	Reserve For Prepaid Expenses	-3,298.19	-26,155.81
SS1	0821	Reserve For Encumbrances	79,070.37	.00
SS1	0884	Reserved For Debt Service	-100,000.00	-100,000.00
SS1	0890	Retirement Contribution Reserv	8,387.00	-69,463.09
SS1	0909	Fund Balance, Unreserved	122,283.25	-727,397.70
SS1	0910	Fd Bal, Unresrvd, Appropriated	-23,387.00	-23,387.00
SS1	0911	Fund Balance - Reserve for Enc	-298.16	-298.16
SS1	0960	Appropriations	3,519,654.84	.00
SS1	0980	Revenues	3,392,293.83	.00
TOTAL FUND BALANCE			6,994,705.94	-946,701.76
			-----	-----
TOTAL LIABILITIES + FUND BALANCE			6,861,767.13	-1,590,346.43
			=====	=====

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FUND: SS2 Centerport Sewer			NET CHANGE FOR PERIOD	ACCOUNT BALANCE

ASSETS				
SS2	0200	Cash	.00	33,893.16
SS2	0209	IMMA Invest	.00	202,660.53
SS2	0391	Due From	19,761.38	579.05
SS2	0480	Prepaid Expense	.00	1,531.18
SS2	0510	Estimated Revenues	-129,569.00	.00
SS2	0521	Encumbrances	-2,866.86	.00
SS2	0522	Expenditures	-125,340.65	.00
SS2	0599	Appropriated Fund Balance	-472.45	.00
TOTAL ASSETS			-238,487.58	238,663.92
			=====	=====
LIABILITIES				
SS2	0600	Accounts Payable	-551.93	-551.93
SS2	0691	Deferred Revenues	-19,761.38	-19,761.38
TOTAL LIABILITIES			-20,313.31	-20,313.31
			-----	-----
FUND BALANCE				
SS2	0816	Reserve For Prepaid Expenses	459.87	-1,531.18
SS2	0821	Reserve For Encumbrances	2,866.86	.00
SS2	0909	Fund Balance, Unreserved	-8,764.52	-216,819.43
SS2	0960	Appropriations	130,041.45	.00
SS2	0980	Revenues	134,197.23	.00
TOTAL FUND BALANCE			258,800.89	-218,350.61
TOTAL LIABILITIES + FUND BALANCE			238,487.58	-238,663.92
			=====	=====

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FUND: SS3 Waste Water Disposal			NET CHANGE FOR PERIOD	ACCOUNT BALANCE

ASSETS				
SS3	0200	Cash	.00	8,290.38
SS3	0209	IMMA Invest	.00	74,751.46
SS3	0230	Cash, Special Reserves	.00	26,081.14
SS3	0380	Accounts Receivable	93,671.56	175,738.54
SS3	0391	Due From	3,908.33	4,487.38
SS3	0480	Prepaid Expense	-3,908.33	7,555.70
SS3	0510	Estimated Revenues	-1,096,159.00	.00
SS3	0521	Encumbrances	-43,056.75	.00
SS3	0522	Expenditures	-1,254,597.54	.00
SS3	0599	Appropriated Fund Balance	-296,514.56	.00
TOTAL ASSETS			-2,596,656.29	296,904.60
			=====	=====
LIABILITIES				
SS3	0600	Accounts Payable	-16,614.96	-16,614.96
SS3	0601	Accrued Liabilities	-8,911.15	-8,911.15
TOTAL LIABILITIES			-25,526.11	-25,526.11
			-----	-----
FUND BALANCE				
SS3	0816	Reserve For Prepaid Expenses	1,618.92	-7,577.70
SS3	0821	Reserve For Encumbrances	43,056.75	.00
SS3	0890	Retirement Contribution Reserv	-176.00	-26,257.14
SS3	0909	Fund Balance, Unreserved	356,391.16	-227,560.37
SS3	0910	Fd Bal, Unresrvd, Appropriated	190,176.00	-9,824.00
SS3	0911	Fund Balance - Reserve for Enc	-159.28	-159.28
SS3	0960	Appropriations	1,392,673.56	.00
SS3	0980	Revenues	638,601.29	.00
TOTAL FUND BALANCE			2,622,182.40	-271,378.49
TOTAL LIABILITIES + FUND BALANCE			2,596,656.29	-296,904.60
			=====	=====

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FUND: SW1 Dix Hills Water District			NET CHANGE FOR PERIOD	ACCOUNT BALANCE

ASSETS				
SW1	0200	Cash		111,364.03
SW1	0209	IMMA Invest	.00	1,677,061.39
SW1	0210	Petty Cash	.00	100.00
SW1	0211	Class Daily Sweep	.00	7,621.30
SW1	0214	Dix Hills Water Receipts	3,002.94	213,714.20
SW1	0230	Cash, Special Reserves	.00	52,234.89
SW1	0350	Water Rents Receivable	31,927.52	476,575.14
SW1	0391	Due From	.00	3,678.67
SW1	0480	Prepaid Expense	.00	23,368.90
SW1	0510	Estimated Revenues	-5,036,374.55	.00
SW1	0521	Encumbrances	-132,251.37	.00
SW1	0522	Expenditures	-4,626,621.49	.00
SW1	0599	Appropriated Fund Balance	-63,978.20	.00
TOTAL ASSETS			-9,824,295.15	2,565,718.52
			=====	=====
LIABILITIES				
SW1	0600	Accounts Payable	-130,897.81	-130,897.81
SW1	0601	Accrued Liabilities	-23,317.16	-23,317.16
SW1	0691	Deferred Revenues	-321.00	-425,824.18
TOTAL LIABILITIES			-154,535.97	-580,039.15
			-----	-----
FUND BALANCE				
SW1	0816	Reserve For Prepaid Expenses	1,521.66	-23,368.90
SW1	0821	Reserve For Encumbrances	132,251.37	.00
SW1	0890	Retirement Contribution Reserv	-28,237.00	-80,471.89
SW1	0909	Fund Balance, Unreserved	109,040.86	-1,653,949.65
SW1	0910	Fd Bal, Unresrvd, Appropriated	63,237.00	-221,763.00
SW1	0911	Fund Balance - Reserve for Enc	-6,125.93	-6,125.93
SW1	0960	Appropriations	5,100,352.75	.00
SW1	0980	Revenues	4,606,790.41	.00
TOTAL FUND BALANCE			9,978,831.12	-1,985,679.37
TOTAL LIABILITIES + FUND BALANCE			9,824,295.15	-2,565,718.52
			=====	=====

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FUND: SW4 Crabmeadow Water District			NET CHANGE FOR PERIOD	ACCOUNT BALANCE

ASSETS				
	SW4	0200 Cash	-59,898.99	.00
		TOTAL ASSETS	-59,898.99	.00
			=====	=====
FUND BALANCE				
	SW4	0909 Fund Balance, Unreserved	57,976.15	.00
	SW4	0980 Revenues	1,922.84	.00
		TOTAL FUND BALANCE	59,898.99	.00
			=====	=====

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FUND: TA Trust and Agency			NET CHANGE FOR PERIOD	ACCOUNT BALANCE

ASSETS				
TA	0200	Cash	.00	581,755.97
TA	0202	Cash in Money Markets	.00	1,450,757.11
TA	0205	Surety Deposits	.00	1,157,721.00
TA	0206	Consolidated Payroll Account	-14,108.38	129,971.81
TA	0207	Consolidated Funding Account	744.00	744.00
TA	0208	Cash Tax Warrant	160,258,423.15	160,273,996.76
TA	0209	IMMA Invest	.00	3,211,679.30
TA	0211	Class Daily Sweep	.00	150,957.09
TA	0213	Class Daily Sweep - Reserves	.00	2,597,322.40
TA	0215	Departmental Cash	250.00	250.00
TA	0230	Cash, Special Reserves	.00	110,915.75
TA	0231	Cash, Special Res Refuse Perf	.00	400,714.90
TA	0391	Due From	-2,012,282.57	7,856.17
TA	0480	Prepaid Expense	.00	4,967.85
TA	0489	Acts Rec - Community Dev Agency	.00	31,454.00
TA	0490	CDA Payroll - A/R	.00	3,153.61
TOTAL ASSETS			158,233,026.20	170,114,217.72
			=====	=====
LIABILITIES				
TA	0015	Health Ins-Employee's Contrib	134.77	.00
TA	0017	Deferred Compensation	12,847.53	.00
TA	0018	State Retirement	.00	-128,922.48
TA	0021	New York State Income Tax	42.00	42.00
TA	0022	Federal Income Tax	165.70	165.70
TA	0024	Association & Union Dues	17.03	17.03
TA	0026	Social Security Taxes	2,734.40	360.90
TA	0028	NY City Income Tax	.19	.19
TA	0030	A2901 Accessory Apt Review Board	.00	-332,456.68
TA	0030	A3001 Vandercrest Homes DHWD 89-52	675.72	.00
TA	0030	A3002 Hidden Ridge	5,034.90	.00
TA	0030	A3005 Stony Hills DHWD 84-57	191,223.44	.00
TA	0030	A3006 Concord Avenue DHWD 87-53	813.00	.00
TA	0030	A3007 Dix Hills Landing	2,381.88	.00
TA	0030	A3009 Richards Estates DHWD 86-53	4,025.24	.00
TA	0030	A3010 Soulagnet DHWD 88-51	8,853.11	.00
TA	0030	A3012 Frannie Bruce Homes DHWD 84-52	3,795.09	.00
TA	0030	A3014 Thornwood Estates DHWD 87-57	6,521.89	.00
TA	0030	A3021 Rasweiler Estates DHWD 90-52	9,671.76	.00
TA	0030	A3022 Vanderbuilt Manors DHWD 88-53	5,443.57	.00
TA	0030	A3023 Showcase Estates DHWD 89-54	5,726.80	.00
TA	0030	A3024 Villadom DHWD 93-52	1,672.28	.00
TA	0030	A3025 Laurel Homes DHWD 95-52	752.01	.00
TA	0030	A3026 Westminster Downs DHWD 90-51	5,755.48	.00
TA	0030	A3027 Huntington Hollow Farms DHWD	14,664.96	.00
TA	0030	A3101 Park Ridge DHWD 88-53	2,917.11	.00
TA	0030	A3105 Refuse Good Faith Deposits	10,626.28	-390,088.62

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FUND: TA	Trust and Agency	NET CHANGE FOR PERIOD	ACCOUNT BALANCE
TA	0030 A3111 Starbright Homes	.00	-2,405.00
TA	0030 A3112 Greenlawn Homes	.00	-4,000.00
TA	0030 A3113 H&M Powles Bd Tr Sec Dep	.00	-2,000.00
TA	0030 A3120 Southdown Commons DHWD 86-50	2,442.40	.00
TA	0030 A3121 Timber Ridge Home/Sewer Escrow	.00	-1,739.84
TA	0030 A3123 Carillon Nursing Home/Sewer Es	.00	-5,522.16
TA	0030 A3304 Henborn Construction	.00	-4,259.00
TA	0030 A3305 Damion Estates	.00	-6,720.11
TA	0030 A3912 D & J Agreement 2000-2005	.00	-15,000.00
TA	0030 B0005 Jaco at Vanderbuilt/Derri/DHWD	.00	-2,199.77
TA	0030 B0009 ZBA Grant	.00	-15,000.00
TA	0030 C0008 D.H.G. Plat-Seneca Ct/DHWD	.00	-839.36
TA	0030 D0003 Ran-Gar Estates DHWD 96-51	3,827.03	.00
TA	0030 D0014 Rasweiler Est, Sec 2/DHWD 9953	3,517.95	.00
TA	0030 D0020 Rainbow Commons/DHWD 98-52	3,600.00	.00
TA	0030 F0001 Bid Deposits 2001	975.00	-12,825.00
TA	0030 F0009 Huntington Glen/Sewer Escrow	.00	-26,371.40
TA	0030 F0013 Southdown Court/Sewer Escrow	.00	-3,834.08
TA	0030 F0028 Seneca Estates DHWD 01-53	1,767.40	.00
TA	0030 G0001 OAK TREE FARM DAIRY	-100.00	.00
TA	0030 G0011 Stone Ridge DHWD 99-52	.00	-14,544.44
TA	0030 G0021 Michal's Plat DHWD 01-52	.00	-3,379.87
TA	0030 G0022 Carll Farms DHWD 01-51	.00	-2,859.54
TA	0030 H0022 Bait & Tackle Shop Agreement	.00	-2,000.00
TA	0031 A3102 Street Opening Deposits-Old	.00	-420,444.01
TA	0031 A3127 Levy Default Bonds	.00	-26,209.00
TA	0031 A3128 Surety Bond Retain	.00	-112,469.00
TA	0031 A3129 Street & Site Non Cash Trans	.00	-1,157,721.00
TA	0031 A9100 Walt Whitman Mall/SEQRA Review	.00	-10,586.04
TA	0031 A9101 Huntington Knolls/SEQRA Review	.00	-6,000.00
TA	0031 B0004 Jill Estates/SEQRA Review	.00	-1,671.75
TA	0031 B0006 Knolls of Northport/SEQRA Rev	.00	-6,000.00
TA	0031 B0011 Melville Delicatessen	.00	-1,000.00
TA	0031 B0015 Cherub Estates	.00	-8,503.00
TA	0031 B0020 Gil's Farm	.00	-1,877.00
TA	0031 B0021 Post Plaza Center II	.00	-2,000.00
TA	0031 B0024 Site Plan 0400-257-01-004/5/6	.00	-3,059.00
TA	0031 B0027 CVS Pharmacy/SEQRA Review	.00	-2,400.00
TA	0031 B0029 Map of Falcon Crest	.00	-5,000.00
TA	0031 C0001 Melville Square	.00	-3,753.00
TA	0031 C0006 MSC Industrial Direct C, Inc	.00	-39,442.00
TA	0031 C0014 South View Estates	.00	-3,269.00
TA	0031 C0016 Whitman Corporate Park Plat	.00	-5,870.00
TA	0031 C0020 Jaco at Vanderbuilt	.00	-4,982.00
TA	0031 C0023 Turney Plat	.00	-16,768.00
TA	0031 C0024 Dyckes Homes	.00	-3,722.00
TA	0031 C0025 Dumplin' Hill Meadows, Sec 2	.00	-2,031.00
TA	0031 D0005 Mace Housewares, Inc.	.00	-6,000.00
TA	0031 D0007 Meadow Estates	.00	-4,651.00

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FUND: TA	Trust and Agency	NET CHANGE FOR PERIOD	ACCOUNT BALANCE
TA	0031 D0013 The Oaks at East Northport	.00	-10,580.00
TA	0031 D0015 Ravitz Plat	.00	-1,200.00
TA	0031 D0016 Golden Gate	.00	-9,536.00
TA	0031 D0017 Golden Gate-Recharge Basin	.00	-3,403.00
TA	0031 D0019 Campo Plat	.00	-4,734.00
TA	0031 D0025 Kean Plat	.00	-20,000.00
TA	0031 E0006 Country Lake Homes	.00	-1,663.00
TA	0031 E0011 Gun Club Plat	.00	-789.00
TA	0031 E0013 Mayhew Acres	.00	-42,034.00
TA	0031 E0015 Huntington Mitsubishi	.00	-3,000.00
TA	0031 E0020 Alton Plat	.00	-30,792.00
TA	0031 E0023 Deborah Plat	.00	-2,708.00
TA	0031 E0024 Cobblestone Estates, Sec 1	.00	-22,179.00
TA	0031 E0025 Cobblestone Estates, Sec 2	.00	-9,432.00
TA	0031 E0026 Lanham Estates	.00	-1,849.00
TA	0031 E0028 Abraham Plat	.00	-20,855.00
TA	0031 E0032 Home Sweet Homes	.00	-7,762.00
TA	0031 E0035 True Value Auto Sales, Inc	.00	-1,000.00
TA	0031 F0003 We're Associates	.00	-8,000.00
TA	0031 F0004 Checkers Restaurant	.00	-1,500.00
TA	0031 F0005 1-800-FLOWERS	.00	-11,300.00
TA	0031 F0006 Whitson Estates	.00	-1,900.00
TA	0031 F0010 Stonely Woods Homes	.00	-2,309.00
TA	0031 F0012 Dowdell Homes	.00	-4,862.00
TA	0031 F0014 Boxwood Estates	.00	-1,574.00
TA	0031 F0024 Greenblatt Plat	.00	-1,783.00
TA	0031 F0025 FOREST PONTE PLAT	.00	-1,846.00
TA	0031 F0027 Steamroller Properties Inc	.00	-934.00
TA	0031 F0030 West Hills Plat	.00	-849.00
TA	0031 F0032 Oxford Estates	.00	-3,099.00
TA	0031 F0035 Mitchel Sirowitz - 280A Bond	.00	-5,000.00
TA	0031 F0036 Beechwood at Half Hollow Hills	.00	-26,104.00
TA	0031 F0037 Cregan Plat	.00	-332.00
TA	0031 F0038 Patane Plat	.00	-8,348.00
TA	0031 F0040 Country Lake Homes	.00	-25,000.00
TA	0031 G0002 Harborside Veterinary Clinic	.00	-1,500.00
TA	0031 G0004 Majestic Estates at Dix Hills	.00	-7,558.00
TA	0031 G0005 Gurr Plat	.00	-8,631.00
TA	0031 G0007 The Greens at Half Hollow Ph 1	.00	-65,787.00
TA	0031 G0009 Kuhn Plat	.00	-9,630.00
TA	0031 G0010 Steam Roller Properties, Ltd	.00	-10,000.00
TA	0031 G0012 Arkwright Plat	.00	-5,878.00
TA	0031 G0013 Townsend Plat	.00	-9,851.00
TA	0031 G0014 The Coves at Melville	.00	-16,651.00
TA	0031 G0016 Thumann Plat	.00	-221.00
TA	0031 G0017 Likar Plat	.00	-3,679.00
TA	0031 G0020 Dreschler Plat	.00	-15,574.00
TA	0031 G0023 Tracy Estates	.00	-14,443.00
TA	0031 G0026 New Plains Estates	.00	-1,152.00

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FUND: TA	Trust and Agency	NET CHANGE FOR PERIOD	ACCOUNT BALANCE
TA	0031 G0027 Mongelluzzo Estates	.00	-6,544.00
TA	0031 G0028 Carll Farms	.00	-31,075.00
TA	0031 G0031 New Plains Estates Demolition	.00	9,000.00
TA	0031 G0032 Smith Homes	.00	-4,488.00
TA	0031 G0034 Linden Plat	.00	-8,166.00
TA	0031 G0037 B.L.M. Plat	.00	-1,347.00
TA	0031 G0039 Enste Homes	.00	-73,979.00
TA	0031 G0041 Enste Homes/Demolition	.00	-23,000.00
TA	0031 H0003 Bayberry Plat	.00	-151.00
TA	0031 H0004 The Greens at HHH Phase 2	.00	-80,102.00
TA	0031 H0005 Niba Plat	.00	-9,801.00
TA	0031 H0007 Stone Ridge at Dix Hills	.00	-21,246.00
TA	0031 H0010 Hilz Plat	.00	-324.00
TA	0031 H0011 Scorzari Plat	.00	-3,851.00
TA	0031 H0016 Huntington Glen	.00	-2,171.00
TA	0031 H0017 Bannard Plat	.00	-2,000.00
TA	0031 H0020 Paumanack Village 5 & 6	.00	-9,202.00
TA	0031 H0024 Toby's Plat	.00	-11,590.00
TA	0031 H0025 Michele Plat	.00	-1,853.00
TA	0031 H0026 Familusi Plat	.00	-3,246.00
TA	0031 H0027 Street Opening Deposits	.00	-9,357.00
TA	0031 H0031 Country Lincoln Mercury Sales	.00	-2,500.00
TA	0031 H0033 Bannard Plat	.00	-2,600.00
TA	0031 H0036 Old Field Plat	.00	-1,606.00
TA	0031 H0037 Villages at Huntington, Sec 4	.00	-74,981.00
TA	0031 H0038 West Shore Estates at Hunt	.00	-3,142.00
TA	0031 H0039 Fair Oaks at Stony Hollow Plat	.00	-1,693.00
TA	0031 H0040 Fair Oaks Estates	.00	-1,702.00
TA	0031 H0041 Carley Plat	.00	-1,657.00
TA	0031 H0042 Verizon Facility Larkfield	.00	-12,000.00
TA	0031 H0044 CVS Greenlawn	.00	-29,000.00
TA	0031 H0047 Habberstad BMW & Mini & CPO	.00	-2,000.00
TA	0031 I0002 The Sanctuary at East Nrthprt	.00	-1,500.00
TA	0031 I0004 Huntington Harbor Estates	.00	-50,805.00
TA	0031 I0007 Brand's Estates	.00	-6,226.00
TA	0031 I0008 Fleischer Homes	.00	-28,106.00
TA	0031 I0009 Waterside Plat	.00	-2,970.00
TA	0031 I0010 Elwood Estates	.00	-9,081.00
TA	0031 I0011 Lenox Estates	.00	-7,774.00
TA	0031 I0014 Hazard Plat	.00	-1,106.00
TA	0031 I0015 Leogrande Estates	.00	-3,712.00
TA	0031 I0016 Dalton Meadows	.00	-8,078.00
TA	0031 I0018 Old Orchard Woods	.00	-12,000.00
TA	0031 I0019 Street Opening Deposits	.00	-7,010.00
TA	0031 I0026 Street Opening Deposits	.00	-10,000.00
TA	0031 I0027 Street Opening Deposits	.00	-3,315.00
TA	0031 I0028 Street Opening Deposits	.00	-3,500.00
TA	0031 I0029 Street Opening Deposits	.00	-1,826.00
TA	0031 I0030 Street Opening Deposits	.00	-2,700.00

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FUND: TA	Trust and Agency	NET CHANGE FOR PERIOD	ACCOUNT BALANCE
TA	0031 I0031 Street Opening Deposits	.00	-11,400.00
TA	0031 I0032 Street Opening Deposits	.00	-864.00
TA	0031 I0033 Street Opening Deposits	.00	-31,109.00
TA	0031 I0034 Street Opening Deposits	.00	-2,000.00
TA	0031 I0035 Street Opening Deposits	.00	-1,003.00
TA	0031 I0036 Street Opening Deposits	.00	-6,500.00
TA	0031 I0038 Street Opening Deposits	.00	-955.00
TA	0031 I0039 Street Opening Deposits	.00	-229,890.00
TA	0031 I0040 Street Opening Deposits	.00	-20,449.00
TA	0031 I0041 Street Opening Deposits	.00	-300.00
TA	0031 J0002 Street Opening Deposits	.00	-10,470.00
TA	0031 J0003 Street Opening Deposits	.00	-2,123.00
TA	0031 J0004 Street Opening Deposits	.00	-21,137.00
TA	0031 J0006 Street Opening Deposits	.00	-303,341.00
TA	0031 J0007 Street Opening Deposits	.00	-267.00
TA	0031 J0008 Street Opening Deposits	.00	-1,600.00
TA	0031 J0009 Street Opening Deposits	.00	-15,000.00
TA	0031 J0012 Street Opening Deposits	.00	-31,440.00
TA	0031 J0013 Street Opening Deposits	.00	-24,335.00
TA	0031 J0014 Street Opening Deposits	.00	-9,161.00
TA	0031 J0016 Street Opening Deposits	.00	-1,683.00
TA	0031 J0017 Street Opening Deposits	.00	-56,000.00
TA	0031 J0018 Street Opening Deposits	.00	-90,000.00
TA	0037 A9301 Park Land Deposits	.00	-481,068.20
TA	0039 Taxes Collected for Other Govt	-80,129,211.57	-80,116,085.89
TA	0039 B0030 Taxes Collected for Other Govt	.00	-13,125.68
TA	0044 I0012 Sales Tax	5,268.93	213.23
TA	0044 J0001 Sales Tax	.00	-1.31
TA	0085 A3500 Oil Spillage	93,471.20	-70,077.09
TA	0085 A4000 Special Assessment Tax	.00	-269,146.73
TA	0085 A9200 Dedicated Shellfish	-250.00	-11,871.11
TA	0085 A9902 Crab Meadow Trails Guide	.00	-280.00
TA	0085 E0009 Handicapped Parking Surcharge	810.00	-76,030.00
TA	0085 E0010 Holocaust	.00	-1,621.46
TA	0085 E3600 Rt 110/Traffic Mitigation	.00	-721,784.15
TA	0085 H0014 Fire Zone/Lane Fines	.00	-177,063.98
TA	0085 H0019 Indian Hills Country Club	.00	-810.90
TA	0085 H0032 NYS Archive Grant	10,570.00	.00
TA	0085 H0034 LINSHA Project	.00	-5,653.83
TA	0085 I0023 The Greens at Half Hollow Trst	.00	-2,581,852.22
TA	0085 I0024 Other	.00	-15,470.18
TA	0085 I0025 Other	.00	-50,000.00
TA	0085 I0037 Other	.00	-1,075.00
TA	0085 J0005 Other	.00	-6,026.00
TA	0085 J0011 Other	.00	-200,000.00
TA	0600 Accounts Payable	-17,580.21	-17,580.21
TA	0630 Due to Other Funds	1,620,581.11	-409,865.10
TA	0660 Due to School Districts	-80,129,211.58	-80,129,211.58
TOTAL LIABILITIES		-158,233,026.20	-170,114,217.72

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FUND: V	Debt Service Fund		NET CHANGE FOR PERIOD	ACCOUNT BALANCE

ASSETS				
V	0209	IMMA Invest	.00	1,882,589.58
V	0230	Cash, Special Reserves	.00	7,537.45
V	0510	Estimated Revenues	-378,574.00	.00
V	0522	Expenditures	-376,641.36	.00
TOTAL ASSETS			-755,215.36	1,890,127.03
			=====	=====
FUND BALANCE				
V	0884	Reserved For Debt Service	.00	-1,890,127.03
V	0909	Fund Balance, Unreserved	317,519.36	.00
V	0960	Appropriations	378,574.00	.00
V	0980	Revenues	59,122.00	.00
TOTAL FUND BALANCE			755,215.36	-1,890,127.03
			=====	=====

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FUND: W	Non-current Gov'T Liabilities	NET CHANGE FOR PERIOD	ACCOUNT BALANCE

ASSETS			
W	0129 Provision in Future Budgets	1,603,514.51	130,639,642.01
TOTAL ASSETS		1,603,514.51	130,639,642.01
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LIABILITIES			
W	0608 Special Term Benefits Payabl	41,326.52	-91,418.86
W	0628 Bonds Payable	-1,195,002.00	-111,972,232.00
W	0684 Landfill PostClosurecosts	26,020.00	-797,600.00
W	0685 Installment Purchase Debt	90,538.12	-693,754.32
W	0686 Judgement & Claims Payable	1,264,937.00	-1,770,000.00
W	0687 Compensated Absences	-1,831,334.15	-15,314,636.83
TOTAL LIABILITIES		-1,603,514.51	-130,639,642.01
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END OF REPORT