

c. Municipal corporations to which payments will be made

See Schedule "B" Yes No
 County Attached ☒ ☐
 Town/City " ☒ ☐
 Village " ☒ ☐
 School District " ☒ ☐

d. Person or entity responsible for payment

Name Richard D'Attilio
 Title Executive Director

Address BCIDA
44 Hawley Street
Binghamton, New York 13901

Telephone 607-584-9000

e. Is the IDA the owner of the property? Yes ☒ No ☐ (circle one)
 If "No" identify owner and explain IDA rights or interest in an attached statement. Leasehold

6. Is the property receiving or has the property ever received any other exemption from real property taxation? (check one) ☐ Yes ☒ No

If yes, list the statutory exemption reference and assessment roll year on which granted:
 exemption _____ assessment roll year _____

7. A copy of this application, including all attachments, has been mailed or delivered on _____ (date) to the chief executive official of each municipality within which the project is located as indicated in Item 3.

CERTIFICATION

I, Richard D'Attilio, Executive Director of Broome County Industrial Development Agency,
Name Title
Organization hereby certify that the information on this application and accompanying papers constitutes a true statement of facts.

 Date


 Signature

FOR USE BY ASSESSOR

1. Date application filed _____
2. Applicable taxable status date _____
- 3a. Agreement (or extract) date _____
- 3b. Projected exemption expiration (year) _____
4. Assessed valuation of parcel in first year of exemption \$ _____
5. Special assessments and special as valorem levies for which the parcel is liable:

 Date

 Assessor's signature

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PAYMENT IN LIEU OF TAX AGREEMENT

THIS PAYMENT IN LIEU OF TAXATION AGREEMENT ("PILOT Agreement"), made as of September 6, 2007, by and between the BROOME COUNTY INDUSTRIAL DEVELOPMENT AGENCY, a corporate governmental agency constituting a body corporate and politic and a public benefit corporation of the State of New York, having its principal offices at 44 Hawley Street, Binghamton, New York 13902 ("Agency") and MILLENNIUM PIPELINE COMPANY, LLC, a Delaware corporation having authority to conduct business in the State of New York, with offices at One Blue Hill Plaza, Seventh Floor, Pearl River, New York 10965 ("Company").

RECITALS

WHEREAS, Title 1 of Article 18-A of the General Municipal Law of the State of New York ("Enabling Act") was duly enacted into law as Chapter 1030 of the Laws of 1969 of the State of New York ("State"); and

WHEREAS, the Enabling Act authorizes the creation of industrial development agencies for the benefit of the several counties, cities, villages and towns in the State and empowers such agencies, among other things, to acquire, construct, reconstruct, lease, improve, maintain, equip and sell land and any building or other improvement, and all real and personal properties, including, but not limited to, machinery and equipment deemed necessary in connection therewith, whether or not now in existence or under construction, which shall be suitable for manufacturing, warehousing, research, commercial or industrial facilities, in order to advance job opportunities, health, general prosperity and the economic welfare of the people of the State and to improve its standard of living; and

WHEREAS, the Enabling Act further authorizes each such agency to lease any or all of its facilities at such rentals and on such other terms and conditions as it deems advisable; and

WHEREAS, pursuant to and in connection with the provisions of the Enabling Act, Chapter 564 of the Laws of 1970 of the State (collectively referred to as the "Act") created the Agency which is empowered under the Act to undertake the providing, financing and leasing of the facility described below; and

WHEREAS, the Company has submitted an application ("Application") to the Agency requesting the Agency's assistance with respect to a certain project ("Project") consisting of (i) the acquisition by the Agency of a leasehold interest in (a) all fixtures, structures, buildings (for purposes of housing compression and related pipeline system equipment), easements and franchises in real property located or to be located in the Towns of Chenango, Dickinson, Kirkwood, Maine, Fenton, Sanford, Union, Windsor and Village of Port Dickinson, Broome County, State of New York as more particularly described on Schedules A-1 and A-2 (as Schedule A-2 may be amended from time to time) attached hereto and made a part hereof ("Land") and (b) all machinery and equipment, including without limitation pipes, valves, meters and compressors located or to be located on the Land and associated with the operation of approximately 39.3± miles of an approximately 182-mile natural gas transportation pipeline ("Equipment" and collectively with the Land, "Facility"); all in furtherance of transporting

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natural gas for shippers located, locating at, or in areas beyond the Land in the Broome County, State of New York; and

WHEREAS, in order to induce the Company to develop the Facility, the Agency is willing to take a leasehold interest in the Facility pursuant to that certain Lease to Agency of even date herewith ("Lease Agreement") and sublease the Facility back to the Company pursuant to the terms and conditions of that certain Leaseback to Company of even date herewith ("Leaseback Agreement"); and

WHEREAS, pursuant to Section 874(1) of the Act, the Agency is exempt from the payment of taxes imposed upon real property and improvements owned by it or under its jurisdiction, control or supervision, other than special *ad valorem* levies, special assessments and service charges against real property which are or may be imposed for special improvements or special district improvements; and

WHEREAS, the Agency and the Company deem it necessary and proper to execute and deliver to this PILOT Agreement making provision for payments in lieu of taxes by the Company for the benefit of the Broome County ("County"), the Towns of Chenango, Dickinson, Kirkwood, Maine, Fenton, Sanford, Union, Windsor and Village of Port Dickinson (collectively, "Town") and the School Districts of Chenango Valley Central School District, Deposit Central School District, Johnson City Central School District, Maine-Endwell Central School District, and Windsor Central School District (collectively, "School") (collectively, the County, the Town and the School are referred to as the "Taxing Jurisdictions"); and

WHEREAS, all agreements of the Agency and the Company relating to payments in lieu of taxes shall be governed by this PILOT Agreement.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual terms, conditions, limitations and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed as follows:

ARTICLE I PAYMENT IN LIEU OF AD VALOREM TAXES

- 1.1 Exemption From General Ad Valorem Property Taxes. Subject to the completion and filing by March 1, 2009 ("Taxable Status Date") of the New York State Form RP-412-a Application For Real Property Tax Exemption ("Exemption Application") under Section 412-a of the New York State Real Property Tax Law and Section 874 of the Act, the Facility shall be exempt from real estate taxes commencing with the 2010 County and Town tax year and the 2009/2010 School year. For the purposes of the foregoing "Real Estate Taxes" shall mean all general *ad valorem* real property taxes levied against the Facility by the Taxing Jurisdictions. The Company shall provide the Agency the information necessary for the completion and filing of the Exemption Application and the Agency shall file the Exemption Application within thirty (30) days of March 1, 2009. Notwithstanding anything contained herein or in the Lease Agreement and the Leaseback Agreement, in the event the exemption from Real Estate Taxes is denied for any reason,

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the Company shall pay (and hereby agrees to pay, subject to the Company's right to challenge the underlying assessments on the Facility pursuant to ¶5 hereof) all Real Estate Taxes levied upon the Facility as they become due. After giving written notice to the Agency, the Company may in good faith contest the denial of the Exemption Application, provided that (i) the Facility continues to qualify as a "project" under the Act; (ii) neither the Facility nor any part of or interest in it would be in any danger of being sold, forfeited or lost; or (iii) neither the Company nor the Agency, as a result of such contest, shall be in any danger of any civil or criminal liability. The Company hereby waives any claim or cause of action against the Agency, and releases the Agency from any liability to the Company, arising from the denial of an exemption from Real Estate Taxes except to the extent that such denial results solely from the failure of the Agency to timely file the Exemption Application with the appropriate assessors or Boards of Assessment Review by the Taxable Status Date.

- 1.2 Agreement to make payments in lieu of taxes. As long as the Agency holds a leasehold interest in the Facility, the Company agrees to pay to the Agency at 44 Hawley Street, Binghamton, New York 13902, or at such other address as shall be designated from time to time by the Agency, annual payments in lieu of taxes (each, a "PILOT Payment") for the periods covered in ¶1.3(a) hereof computed in accordance with this PILOT Agreement.
- 1.3. Computation of PILOT Payments. The PILOT Payment shall be made in the amount and in the manner contemplated by this ¶1.3 on account of the premises described in Schedules A-1 and A-2 attached hereto.
 - (a) Total Value Subject to PILOT. The total value subject to PILOT ("Total Value Subject to PILOT", or "TVSP") shall be the amounts for the Taxing Jurisdictions for the years set forth on Schedules B-1, B-2 and B-3 attached hereto and made a part hereof.
 - (b) Calculation of Annual Payment in Lieu of Tax. PILOT Payments shall be calculated annually as follows:
 - (i) The Total Value Subject to PILOT for each Taxing Jurisdiction shall be multiplied by the equalization rate as defined in ¶1.3(c) hereof for that Taxing Jurisdiction; and
 - (ii) The annual PILOT Payment shall be determined by multiplying the amount derived in ¶1.3(b)(i) hereof by the applicable Taxing Jurisdiction's tax rate identified in ¶1.3(d) hereof.
 - (c) Equalization Rate. The equalization rate to be used in making the computation contemplated by ¶1.3(b)(i) hereof shall mean the equalization rate for the applicable Town used by the County to allocate and levy County taxes in connection with the January 1st tax roll immediately preceding the due date of the PILOT Payment. In the event that the equalization rate shall exceed one hundred percent (100%), the equalization rate used in making the computation

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contemplated by ¶1.3(b)(i) shall be one hundred percent (100%).

(d) Tax Rates. For the purposes of determining the amount of the annual PILOT Payment as contemplated by ¶1.3(b)(ii) hereof, the tax rate for each Taxing Jurisdiction shall mean the last tax rate used for levy of taxes by each such jurisdiction. For County and Town purposes, the tax rates used to determine the PILOT Payment shall be the tax rates relating to the calendar year which includes the PILOT Payment due date. For School tax purposes, the tax rates used to determine the PILOT Payment shall be the tax rates relating to the School tax year which began in the calendar year immediately preceding the year in which the PILOT Payment is due.

- 1.4 Period of Benefits. The chart which follows sets forth the years of the overall fifteen (15) year period (plus a construction year, "Construction Year" or "CY" below) governed by this PILOT Agreement; the date that a PILOT Payment is due; and the appropriate tax periods utilized in determining the tax rates for computing the PILOT Payment:

Year	PILOT Payment Due Date	School Fiscal Year Beginning	County & Town Fiscal Year Beginning
CY	No PILOT Payment	July 1, 2008	January 1, 2009
1	January 20, 2010	July 1, 2009	January 1, 2010
2	January 20, 2011	July 1, 2010	January 1, 2011
3	January 20, 2012	July 1, 2011	January 1, 2012
4	January 20, 2013	July 1, 2012	January 1, 2013
5	January 20, 2014	July 1, 2013	January 1, 2014
6	January 20, 2015	July 1, 2014	January 1, 2015
7	January 20, 2016	July 1, 2015	January 1, 2016
8	January 20, 2017	July 1, 2016	January 1, 2017
9	January 20, 2018	July 1, 2017	January 1, 2018
10	January 20, 2019	July 1, 2018	January 1, 2019
11	January 20, 2020	July 1, 2019	January 1, 2020
12	January 20, 2021	July 1, 2020	January 1, 2021
13	January 20, 2022	July 1, 2021	January 1, 2022
14	January 20, 2023	July 1, 2022	January 1, 2023
15	January 20, 2024	July 1, 2023	January 1, 2024

The tax benefits provided for herein shall be deemed to include the (i) 2010 County and

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Town tax year through the 2024 County and Town tax year; (ii) the 2010/2011 Village of Port Dickinson tax year through the 2024/2025 Village of Port Dickinson tax year, and (ii) the 2009/2010 School tax year through the 2023/2024 School tax year. The Agency understands that the Project will primarily be constructed during the 2008 Construction Year and that the Company will not acquire from Columbia Gas Transportation Corporation ("Columbia") much of the Supplemental Property (as such term is defined in the Leaseback Agreement) until a date immediately preceding commercial operation of the Project, which date is currently anticipated to be November 1, 2008. Accordingly, because the Project improvements would not be recognized under the New York Real Property Tax Law until the taxable status date in 2009, the Company shall not be obligated to make a PILOT Payment in relation to the 2008/2009 School tax year and the 2009 County and Town tax year. This PILOT Agreement shall not relieve Columbia of its obligation to pay 2007/2008 and 2008/2009 School taxes, 2008/2009 and 2009/2010 Village of Port Dickinson taxes and 2008 and 2009 County and Town taxes with respect to Columbia's existing "A-5" pipeline asset.

- 1.5. Other Agreements Relating to PILOT Payments. The Agency shall remit to the Taxing Jurisdictions amounts received hereunder within thirty (30) days of receipt and shall allocate the PILOT Payments among the Taxing Jurisdictions in the same proportion as normal taxes would have been allocated but for the Agency's involvement.

The PILOT Payments provided for herein shall commence as of January 20, 2010 which follows the first (1st) year of an approximately fifteen (15) year period (plus a Construction Year) in which the Company is to receive tax benefits relative to the Facility. In no event shall the Company be entitled to receive tax benefits relative to the Facility for more than the period provided in this PILOT Agreement. The Company agrees that it will not seek any tax exemption for the Facility which could provide benefits for more than the periods provided for in this PILOT Agreement and specifically agrees that the exemptions provided for in this PILOT Agreement, to the extent actually received (based upon the number of years elapsed), supersede and are in substitution of the exemptions provided by Section 485-b of the Real Property Tax Law ("RPTL"). It is hereby agreed and understood that the Taxing Jurisdictions can rely upon and enforce this waiver to the same extent as if it were signatories hereto.

- 1.6. Determination of Total Value Subject to PILOT. The Agency and the Company have agreed upon the Total Value Subject to PILOT of the Facility. Such valuation was made without regard to the actual cost of construction of improvements to be made at the Facility. Such valuation shall not be increased or decreased if the Facility or any related work on or improvements are completed in substantial conformity with the plans and specifications. No depreciation shall be applied to the Total Value Subject to PILOT during the term hereof. If there is a substantial change relating to the Facility or any related work or improvements during the construction phase, the Agency may redetermine the improvement value of the Facility. An expenditure of \$250,000.00 or less shall not be deemed to be a substantial change. Notwithstanding the foregoing, the Facility shall be deemed to be in substantial conformity with the Project's plans and specifications, and there shall be no change in the Total Value Subject to PILOT, if the total natural gas transportation capacity for the Facility (expressed in Dth/d) is less than

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or equal to 700,000 Dth/d and the pipeline diameter of the Facility is thirty (30) inches or less.

- 1.7 Valuation of Additions to the Facility. Except as provided in ¶1.6, if there shall be an addition constructed to the Facility, or if there shall be any additional buildings or other structures constructed on the Land, the Company shall promptly notify the Agency of such addition ("Addition"). The notice to the Agency shall contain a copy of the application for a building permit, plans, specifications, and any other relevant information that the Agency may request. Upon the earlier of substantial completion, or the issuance of a Certificate of Occupancy, there shall be an increase in the PILOT Payment. The Agency shall notify the Company of any proposed increase in the Total Value Subject to PILOT caused by such Addition. Absent an agreement to the contrary, the Total Value Subject to PILOT of any Addition shall be subject to calculation of PILOT Payments in the manner established by ¶ 1.3 hereof. If the Company shall disagree with the Agency's determination of the Total Value Subject to PILOT for any Addition, then and in that event that the Total Value Subject to PILOT shall be the assessed value of the Addition determined by the applicable Town Assessor. Pursuant to Article V of this PILOT Agreement, the Company shall have the right to challenge any such assessed value.
- 1.8 Credit for Real Estate Taxes Paid. The parties recognize that the unique nature of the Facility could result in erroneous billing and have the potential for either over- or underpayment of general *ad valorem* real property taxes with respect to portions of the Facility from time to time. Any general *ad valorem* real property tax payments made by the Company to the Taxing Jurisdictions with respect to the Facility or any portion thereof, during a tax year to which this PILOT Agreement applies, will be applied as a credit or debit, as the case may be, against the payments due under this PILOT Agreement in that tax year. No credit under this section shall be given for any special district taxes paid by the Company. Should the Company, under any subsequently adopted state or local law, pay to any of the Taxing Jurisdictions in any tax year any amounts in the nature of general *ad valorem* taxes levied and/or assessed upon the Facility or the interest therein of the Company or the occupancy thereof by the Company, then the Company's obligation hereunder to make PILOT Payments in such tax year shall be reduced by the amounts which the Company shall have so paid or be obligated to pay to such Taxing Jurisdiction in such tax year. If the Company desires to claim a credit against any particular PILOT Payment due hereunder, the Company shall give the Agency and each respective Taxing Jurisdiction prior written notice of its intention to claim any credit pursuant to the provisions of this section, such notice to be given by the Company at least ten (10) days prior to the final date on which such PILOT Payment is due pursuant to the provisions of ¶1.3 hereof.

ARTICLE II EMPLOYMENT OBLIGATIONS

2. Employment Obligations.

- (a) Job Posting and Hiring Requirements. The Company agrees that it shall comply with the provisions of General Municipal Law §858-b which require that unless

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otherwise provided by collective bargaining contracts or agreements, new employment opportunities created as a result of projects of the Agency shall be listed with the administrative entities of the service delivery area created by the Federal Job Training Partnership Act (P.L. No. 97-300) serving the County and the State Department of Labor Community Services Division.

Except as set forth on Schedule C hereof, the Company acknowledges that it is not now bound by the provisions of collective bargaining contracts or agreements which limit or restrict the Company from listing such employment opportunities. The Company agrees not to enter into any collective bargaining contracts or agreements which restrict or limit the listing of job opportunities as provided in ¶2(a) hereof unless the union or employee organization with which the Company enters into a collective bargaining contract or agreement has a bona fide program for apprenticeship in such union or has a comparable program for providing employment opportunities to persons eligible to participate in such Job Training Partnership Act Programs under apprenticeship programs conducted by such union or employee organization.

The Company shall submit to the Agency a statement of the manner in which the Company has complied with the provisions of this section of this PILOT Agreement. Such statement (together with documentation of each such referral and plan of hiring) shall be made under oath and shall be submitted no later than December 1st (or such other date as the parties shall agree) of each year of this PILOT Agreement. After an audit by the Agency and a determination that there has been a failure for a period of two (2) years to list such job opportunities as herein provided without a reason for the failure to do so shall give rise to a presumption of intentional noncompliance with the provision of this section.

(b) Equal Opportunity Requirements. During the term of this PILOT Agreement, the Company shall be in compliance with the County "Equal Opportunity Policy Statement," providing equal employment opportunity without regard to age, race, religion, creed, color, and other non-merit factors in compliance with State and federal laws.

ARTICLE III SPECIAL DISTRICT TAXES - NO ABATEMENTS

3. Additional Payments. In addition to the PILOT Payments to be made by the Company to the Agency pursuant to this PILOT Agreement, the Company shall pay to the Agency all special assessments, special *ad valorem* levies, and any other charges for which the Agency shall be liable and for which it is not wholly exempt from taxation, including, but not limited to, fire, sewer and water assessments, levies or charges, to the extent such assessments, levies and charges are not directly paid in full by the Company. Such payments shall be made within ten (10) days after the date upon which a bill shall be rendered by the Agency to the Company. Such charges shall be paid without adjustment, exemption or other deduction provided; in each case, however, to the Company's right to obtain exemption and credits, if any, which would be afforded a private owner of the

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Facility as if the Agency had no involvement with the Facility. The Company hereby authorizes the Agency to request that any Taxing Jurisdiction bill the Company directly for all special assessments, special *ad valorem* levies and any other charges for which the Agency shall be liable and for which it is not wholly exempt from taxation. In the event the Company is directly billed for such charges, the Company shall pay such charges within the time in which such statement or bill may be paid without interest or penalty.

ARTICLE IV COMPANY'S REPRESENTATIONS AND WARRANTIES

4. Representations and Warranties.

(a) The Company is duly authorized under all applicable provisions of law to enter into and perform this PILOT Agreement. The Company's entry into and performance of this PILOT Agreement will not violate any applicable provisions of law and will not result in a breach of or a default under any agreement of instrument to which the Company is a party and will not result in the creation of any lien, charge or encumbrance upon any of the assets of the Company under any such agreement or instrument.

(b) The Company is not a party to any agreement or subject to any restriction (including without limitation any agreement among or between its members) that materially and adversely affects its business assets or financial condition.

(c) When executed, this PILOT Agreement will be a valid and binding obligation of the Company.

ARTICLE V RIGHT TO CHALLENGE ASSESSMENTS

5. The Company's Right to Challenge. Except as otherwise provided in this PILOT Agreement, the Company shall have all of the rights and remedies of a taxpayer with respect to any tax, service charge, special benefit, *ad valorem* levy, assessment, or special assessment or service charge.

Except as otherwise provided in this PILOT Agreement, the Company shall have all of the rights and remedies of a taxpayer as if and to the same extent as if the Agency had no interest in the Facility, with respect to the assessed value of the Facility by any of the Taxing Jurisdictions and shall be entitled to protest before and be heard by the appropriate assessors or Board of Assessment Review, and shall be entitled to take any and all appropriate appeals or initiate any proceedings to review the validity or amount of any assessment; *provided, however*, that the Company hereby waives its right to contest the assessment on any tax parcel comprising a non-retired portion of the Facility that is valued less than or equal to two hundred seventy dollars (\$270.00) per lineal foot of pipeline on an equalized basis.

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ARTICLE VI
TRANSFER OF FACILITY TO COMPANY

6. Transfer of Facility to the Company. In the event that the Facility is transferred from the Agency to the Company, and the Company is ineligible for a continued tax exemption under some other tax incentive program, or any available exemptions result in a payment to the Taxing Jurisdictions in excess of the payment computed pursuant to this PILOT Agreement, the Company shall pay, no later than the next tax lien date (plus any applicable grace period), to each of the Taxing Jurisdictions, an amount equal to the taxes and assessments which would have been levied on the Facility if the Facility had been classified as fully taxable as of the date of transfer or loss of eligibility of all or a portion of the exemptions provided for herein; *provided, however*, that this provision is not intended to create either (i) a double payment obligation (PILOT Payment and tax payment) for the Company for the same period of time; or (ii) a non-payment occurrence (neither PILOT Payment nor tax payment) for the Company for the same period of time.

ARTICLE VII
INVOLUNTARY TERMINATION

7. Involuntary Termination of Agreement. To the extent the Facility is declared to be subject to taxation or assessment by an amendment to the Act, other legislative change, or by final judgment of a Court of competent jurisdiction, the Company's obligations hereunder shall, to such extent, be amended.

ARTICLE VIII
EVENTS OF DEFAULT

8. Events of Default. During the term of this PILOT Agreement, the following shall be an event of default (each an "event of default" or "default"):
- (a) The failure to make PILOT Payments within the time allowed for payment, time being of the essence;
 - (b) The failure of the Company to enter into a sale/leaseback, lease/leaseback or similarly structured transaction with the industrial development agencies of the counties of Chemung, Sullivan, Delaware and Orange for that portion of the 182± mile existing natural gas pipeline running through the aforementioned counties, which transaction shall be (i) substantially similar to either the lease/leaseback arrangement between the Company and the Agency or the Company and the Orange County Industrial Development Agency; and (ii) occur on or before February 28, 2008.
 - (c) The failure of the Company to pay the amounts required to be paid pursuant to ¶¶ 2.6, 3.3 (i), (iii) or (iv) or 3.7 of the Leaseback Agreement and such failure shall have continued for a period of ten (10) days after the Agency gives written notice of such failure to the Company;

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- (d) The abandonment of the Facility by the Company for a period of thirty (30) consecutive days or more, unless such abandonment is caused by fire or other catastrophe, war, act of God or governmental order or decree without fault of the Company contributing thereto; *provided, however*, that in the event of fire or other catastrophe, the Company elects within ninety (90) days from the happening of such event to reconstruct the Facility;
- (e) The failure, refusal or neglect of the Company to perform, keep or observe any of the terms, covenants and agreements herein contained on the part of the Company to be performed, kept or observed.
- (f) A default under the Leaseback Agreement.

ARTICLE IX REMEDIES

9. Remedies.

- (a) Remedies on Default in Payment; Termination. Upon the happening of an event of default as defined in ¶¶8(a) and (b) hereof, the Agency may immediately terminate this PILOT Agreement upon written notice to the Company and without prejudice or limitation as to all other rights or remedies herein and/or under law or in equity. Such termination may be accomplished by the Agency's surrender of its leasehold interest in the Facility, and the recording of a Memorandum of Termination of the Leaseback Agreement and a Memorandum of Termination of Lease Agreement in the Broome County Clerk's Office shall be deemed to be delivery thereof. The Company hereby appoints the Chairman, Vice-Chairman and Executive Director of the Agency, each acting individually as its attorneys-in-fact for the limited purpose of signing any forms that must necessarily accompany the memorandums in order for the memorandums to be recorded. The Company acknowledges that the foregoing appointment is coupled with an interest and is irrevocable.
- (b) Remedies On Other Defaults. Upon the happening of any event of default as defined in ¶¶8(c - f) hereof, if after thirty (30) days written notice to the Company specifying the event of default, the default shall not have been remedied within such thirty (30) day period (or such longer period as specified above), or if, with reasonable diligence the default cannot be remedied within such thirty (30) day period (or such longer period as specified above), then within such extended period as may be reasonably required therefor, the Agency, at its option, may take any action hereinafter set forth and all such remedies shall be cumulative and not exclusive:
 - (i) Recover damages for the breach of any covenant or condition hereof;
 - (ii) Seek an injunction to bar any actual or threatened violation or breach of this PILOT Agreement;

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- (iii) Seek any other remedy authorized by law or in equity; or
 - (iv) Terminate this PILOT Agreement in the manner set forth in ¶9(a) above.
- (c) Legal Fees on Default. If the Agency shall be required to take any action to enforce this PILOT Agreement or to collect any amount due hereunder, the Company shall be liable to pay, in addition to any other costs and expenses incurred by the Agency, its reasonable legal fees and the reasonable fees of any experts, accountants, or other professionals retained by it, without regard to whether the Agency shall have instituted any lawsuit or action at law or in equity in any court or before any body, provided such expenses were actually and necessarily incurred.
- (d) Late charges. If any PILOT Payment is not made by the Payment Due Date, or if any other payment required to be made hereunder is not made when due by the last day of any applicable cure period, the Company shall pay penalties and interest as provided herein. With respect to PILOT Payments, if said payment is not received by the Payment Due Date, the Company shall pay, in addition to the PILOT Payment, a late charge equal to five percent (5%) of the amount due plus interest on said payment equal to one percent (1%) per month or fraction thereof until the PILOT Payment, penalty and interest is paid in full. With respect to all other payments due hereunder, if said payment is not received when due or by the last day of any applicable cure period, the Company shall pay, in addition to said payment, the greater of (a) a late charge equal to five percent (5%) of the amount due plus interest on said payment equal to one percent (1%) per month or fraction thereof until said payment, penalty and interest is paid in full; or (b) penalties and interest which would have been incurred had payments made hereunder been made to the Taxing Jurisdictions.

ARTICLE X INDEMNIFICATION

10. Indemnification. The Company shall indemnify, defend and hold the Agency (and its directors, officers, members, agents (except the Company), employees, servants and their successors, representative and assigns) harmless from all claims and liabilities for loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever in relation to the Project, including expenses incurred by the Agency (and its directors, officers, members, agents (except the Company), employees, servants and their successors, representative and assigns) in defending any claim, suit or action which may result as a result of the foregoing.

ARTICLE XI AGENCY NO RECOURSE

11. No Recourse, Special Obligation. Notwithstanding anything to the contrary contained herein, the obligations and agreements of the Agency contained herein and in any other agreement executed by the Agency and in any other instrument or document

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supplemental thereto executed in connection therewith shall be deemed the obligation and agreements of the Agency, and not of any director, officer, member, agent (except the Company), employee or representative of the Agency in his or her individual capacity, and the directors, officers, members, agents (except the Company), employees and representatives of the Agency shall not be liable personally thereon or be subject to any personal liability or accountability based upon or in respect hereof or thereof or of any transaction contemplated hereby or thereby. The obligations and agreements of the Agency contained herein or therein shall not constitute or give rise to an obligation of the State, or any of the Taxing Jurisdictions, and neither the State, or any other Taxing Jurisdictions shall be liable thereon, and, further, such obligations and agreements shall not constitute or give rise to a general obligation of the Agency, but rather shall constitute a limited obligation of the Agency payable solely from revenues derived from the sale of the Agency's interest in the Facility.

ARTICLE XII GENERAL PROVISIONS

12. General Provisions.

(a) Notices. All notices provided for by this PILOT Agreement shall be made in writing, and shall be deemed to have been given on the date of delivery if personally served on the party to whom notice is to be given, or on the next day after mailing if mailed to the party to whom notice is to be given by overnight courier of national reputation providing evidence of receipt and properly addressed, or on the third day after mailing if mailed to the party to whom notice shall be given by First Class, Certified mail, postage prepaid and properly addressed to the following:

If to the Agency:

Broome County Industrial Development Agency
44 Hawley Street
Binghamton, New York 13902
Attn: Executive Director

with a copy to:

Thomas, Collison, Meagher & Seiden
1201 Monroe Street
Endicott, New York 13760
Attn: Joseph B. Meagher

To the Company:

Millennium Pipeline Company, LLC
One Blue Hill Plaza, Seventh Floor
Pearl River, New York 10965
Attn: President

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with a copy to:

Nixon Peabody LLP
1100 Clinton Square
Rochester, New York 14604
Attn: Peter H. Swartz
Matthew S. Moses

and to such other addresses and/or addressees as any party may from time to time furnish to the other party by notice given in accordance with the provisions of this ¶12(a). In accordance with ¶13 hereof any notices to the Company relating to an event of default shall be simultaneously served upon any Mortgagee (as such term is defined by ¶13 hereof).

(b) Assignment. This PILOT Agreement may not be assigned by the Company, nor shall any person other than the Company be entitled to succeed to or otherwise obtain any benefits hereunder without the prior written consent of the Agency, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, the Company may, without the consent of the Agency, (i) assign this PILOT Agreement to any affiliate of the Company that is controlled by, controlling or under common control with the Company (a "Successor"), provided such Successor assumes and agrees to be bound by this PILOT Agreement and has an equal to or greater net worth than the Company, and (ii) assign this PILOT Agreement as collateral security in favor of lenders (or an agent on behalf of various lenders) designated by the Company ("Financing Parties") or their successors and/or assigns. The Agency shall, at the cost of the Company, cooperate with the Company, its affiliates, any Successor, and any of the Financing Parties from time to time in connection with any collateral assignment on such terms as may be customary under the circumstances and shall reasonably be required by such Financing Parties. In the event this PILOT Agreement is assigned to a Successor, the Company shall have no further obligations hereunder.

(c) Binding Effect. This PILOT Agreement shall inure to the benefit of and shall be binding upon the Agency, and the Company and its respective permitted successors and assigns.

(d) Waiver. No waiver of any of the provisions of this PILOT Agreement shall be deemed to or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

(e) Severability. If any provision of this PILOT Agreement shall be determined to be illegal and unenforceable by any court of law or any competent governmental or other authority, the remaining provisions shall be severable and enforceable in accordance with its terms so long as this PILOT Agreement without such terms or provisions does not fail of its essential purpose or purposes. The parties will negotiate in good faith to replace any such illegal or unenforceable provision or provisions with suitable substitute provisions which

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will maintain the economic purposes and intentions of this PILOT Agreement.

(f) Governing Law, Venue. This PILOT Agreement shall be governed by and all matters in connection herewith shall be construed and enforced in accordance with the laws of the State of New York applicable to agreements executed and to be wholly performed therein. The parties hereto designate a court of proper jurisdiction located in Broome County, New York as the sole venue for resolution of any disputes which may arise under or by reason of this PILOT Agreement.

(g) Survival of Obligations. The obligations of the Company to make PILOT Payments (due and owing at the time of termination or expiration) and all of the Company's indemnification obligations shall survive any termination or expiration of this PILOT Agreement.

(h) Section Headings Not Controlling. The headings of the several sections in this PILOT Agreement have been prepared for convenience of reference only and shall not control, affect the meaning or be taken as an interpretation of any provision of this PILOT Agreement.

(i) Entire Agreement. This PILOT Agreement sets forth the entire agreement and understanding between the parties relating to the subject matter hereof and supersedes all prior discussions and negotiations between them. This PILOT Agreement may not be amended in any respect except by a written amendment expressly referring to this PILOT Agreement and executed by the parties to be bound thereby.

(j) Termination. This PILOT Agreement and the property tax structure outlined herein are intended to induce the Company's development, acquisition, construction, installation and equipping of the Facility. The Company may terminate this PILOT Agreement at any time upon written notice to the Agency of its intention to terminate in accordance with Section 8.1 the Leaseback Agreement.

(h) Counterparts. This PILOT Agreement may be executed in any number of counterparts each of which shall be deemed an original but which together shall constitute a single instrument.

ARTICLE XIII RIGHTS OF MORTGAGEES

13. Mortgagee Right to Cure.

(a) Whenever any event of default hereof shall have occurred and be continuing with respect to this PILOT Agreement, the remedies of the Agency shall be limited to the rights hereunder, subject to the rights of Mortgagees (as defined in ¶13 hereof) to cure any such event of default as set forth below.

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(b) For the purposes of this PILOT Agreement, the terms "Mortgage" or "Mortgages" shall include any mortgage, leasehold mortgage, purchase money mortgage or other security instrument or instruments secured by the Facility and used in the jurisdiction in which the Facility is located, such as, without limitation, mortgages, deeds of trust, financing statements, assignments of leases, rents and/or profits, security agreements and other documentation which a lender may require, and the term "Mortgagee" shall mean the secured party under any of the foregoing instruments.

(c) If the Company ("Mortgagor") and/or its successors and assigns, shall mortgage or grant a security interest in its interest in the Facility, or a portion thereof, the Agency agrees to join in such Mortgage with respect to the Agency's interest in the Facility. ANY SUCH MORTGAGE SHALL BE A LIMITED, NON-RECOURSE OBLIGATION OF THE AGENCY AND SHALL IN NO EVENT REQUIRE THE PAYMENT BY THE AGENCY TO ANY PARTY OF ANY AMOUNT INCLUDING, BUT NOT LIMITED TO, PRINCIPAL, INTEREST OR ANY OTHER AMOUNT SECURED BY ANY SUCH MORTGAGE. With respect to any such Mortgage, so long as such Mortgage shall remain unsatisfied of record or until written notice of satisfaction is given by the Mortgagee to the Agency, the following provisions shall, subject to and unless otherwise prohibited by all applicable law including, but not limited to, the Act, apply (in respect of such Mortgage and of any other Mortgages which also comply with the above):

(i) The Agency shall simultaneously serve a copy of any communications declaring an event of default upon the Mortgagee in the manner set for in ¶12(a) hereof, and no such notice or other communication to the Company shall be deemed received unless a copy is so served upon the Mortgagee in the manner provided in ¶12(a) of this PILOT Agreement for the giving of notice.

(ii) In the event of a default as defined in ¶¶8(c) through (f) hereby, the Mortgagee shall have thirty (30) days after notice to the Mortgagee of such default (which notice shall be given in the manner set forth in ¶13(c)(i) hereof), to cure or to cause to be cured the default complained of and the Agency shall accept such performance by or at the instigation of such Mortgagee as if same had been done by the Company. Each notice of default given by the Agency will state the amounts of any payments herein provided that are then claimed to be in default.

(iii) If, before the expiration of Mortgagee's cure period as provided in ¶13(c)(ii) hereof, Mortgagee shall have paid or caused to be paid to the Agency, all payments provided for and then in default, and/or in the case of non-monetary defaults, shall have commenced or caused to be commenced the cure of such non-monetary defaults, if any are then in default, and shall prosecute or cause the prosecution of same to completion with reasonable diligence (collectively, the "Extended Cure Period"), then the Agency shall not exercise any of its rights and remedies hereunder until expiration of the Extended Cure Period.


(iv) The Company (and not the Agency) shall give the Mortgagee notice of any arbitration or other proceeding or dispute by or between the parties hereto, and the

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Mortgagee shall have the right to intervene therein and be made a party to any such arbitration or other proceeding.

IN WITNESS WHEREOF, the parties hereto have executed this PILOT Agreement effective as of the date hereof.

BROOME COUNTY INDUSTRIAL
DEVELOPMENT AGENCY


By: Richard D'Atilio, Executive Director

MILLENNIUM PIPELINE COMPANY, LLC


By: Richard H. Leeht, President PHS

EXECUTION COPY

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

On the 6th day of September in the year 2007 before me, the undersigned, a Notary Public in and for said proved personally appeared Richard D'Attilio, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.


JOSEPH B. MEAGHER
Notary Public, State of New York
Broome County 02ME4974837
Commission Expires Nov. 26, 20 11



Notary Public, State of New York

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

On the 6th day of September in the year 2007 before me, the undersigned, a Notary Public in and for said State, personally appeared Richard H. Leehr, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

MATTHEW S. MOSES
Notary Public in the State of New York
Qualified in Onondaga Co. No. 02MO6020566
My Commission Expires March 2, 20 11

SCHEDULE A-1

Description of Real Property Interests controlled by the
Company as of the date hereof

Broome County IDA - Millennium Pipeline Project
Property Description

MPL Tract Number	Tax Map Number	Town	School District	Pipeline Footage	Other Improvements	Type of Property Interest	Libert/ Page of Easement Parcel	Comments	Underlying Landowner
08B01	107.03-1-1	Maine	Maine/Endwell	1,807	None	MPL New Easement	2139/537		Dessel, Joseph L. & Barbara A.
08B02	107.01-1-14.12	Maine	Maine/Endwell	1,568	None	MPL New Easement	2158/455		Smith, Charles E. Jr.
08B02.10	107.01-1-14.11	Maine	Maine/Endwell	411	None	MPL New Easement	2157/562		Grow, Stephen & Debra L. Hanson-Grow
08B03.10	107.01-1-14.12	Maine	Maine/Endwell	40	None	MPL New Easement	2158/455		Smith, Charles E. Jr.
08B04	107.01-1-34	Maine	Maine/Endwell	482	None	MPL New Easement	2139/519		Jenkins, Bonnie & Milastek Derek
08B05	107.01-1-18	Maine	Maine/Endwell	289	None	MPL New Easement	2139/550		Droidar, John S. & Florence R.
08B06	107.01-1-25	Maine	Maine/Endwell	751	None	MPL New Easement	2138/374		Rohrer, Robert A. & Petra S.
08B08	107.01-1-24	Maine	Maine/Endwell	41	None	MPL New Easement	2157/571		Burns, Martin T.
08B09	107.01-1-25	Maine	Maine/Endwell	640	None	MPL New Easement	2138/374		Rohrer, Robert A. & Petra S.
08B10	107.01-1-28	Maine	Maine/Endwell	10	None	MPL New Easement	2137/146		Beebe, Meard F. and Donna M.
08B12	107.01-2-16	Maine	Maine/Endwell	1,048	None	MPL New Easement	2152/344		Molynaux, Richard E. et al.
08B15	107.02-1-6	Maine	Maine/Endwell	1,449	None	MPL New Easement	2158/483		Treel, Richard Roger & Nancy
08B17	107.12-1-5	Maine	Maine/Endwell	3,386	None	MPL New Easement	2149/476		Grassi Family Revocable Trust, The
08B19	107.12-1-29	Maine	Maine/Endwell	957	None	MPL New Easement	2140/625		Murphy, Gloria S.
08B21	108.01-1-8	Maine	Maine/Endwell	338	None	MPL New Easement	2166/549		McRorie, Beatrice Estate of
08B22	108.01-1-2	Maine	Maine/Endwell	102	None	MPL New Easement	2139/528		McConnell, Craig & Bobbi Jo
08B25	108.01-1-23	Maine	Maine/Endwell	1,602	None	MPL New Easement	2138/390		Thompson, Leigh F.
08B27	108.01-1-16	Maine	Maine/Endwell	1,833	None	MPL New Easement	2148/481		Schaffer, John M. as Administrator of Clyde R. Schaffer Estate
08B30	108.03-1-7	Maine	Maine/Endwell	1,421	None	MPL New Easement	2136/395		Thompson, Leigh F.
08B32	108.03-1-14	Maine	Maine/Endwell	350	None	MPL New Easement	2140/212		Mistretta, Anthony A.
08B39.20	108.04-1-12.11	Union	Maine/Endwell	1,513	None	MPL New Easement	2157/557		Richard L. Staver Lifetime Trust
08B43.10	108.04-1-13.1	Maine	Maine/Endwell	549	None	MPL New Easement	2139/510		Wright, Arthur D.
08B45	109.13-1-6.2	Maine	Maine/Endwell	512	None	MPL New Easement	2179/409		Robinson, Eugene D. & Doris M.
08B46	108.04-1-12.11	Union	Maine/Endwell	809	None	MPL New Easement	2157/557		Richard L. Staver Lifetime Trust

Broome County IDA - Millennium Pipeline Project
Property Description

MPL Tract Number	Tax Map Number	Town	School District	Pipeline Footage	Other Improvements	Type of Property Interest	Libert/ Page of Easement Parcel	Comments	Underlying Landowner
08B48	109.03-1-31	Union	Maine/Endwell	1,015	None	MPL New Easement	2181/008		Fuller, John H. & Donna
08B50	109.03-1-32	Union	Johnson City	1,048	None	MPL New Easement	2165/691		Micha, Louis & Audrey
08B55	109.03-1-33	Union	Johnson City	1,909	None	MPL New Easement	2165/691		Micha, Louis & Audrey
08B61	126.02-1-10	Union	Johnson City	553	None	MPL New Easement	2152/349		Van Worman, William C.
08B62	109.04-1-35	Union	Johnson City	1,206	None	MPL New Easement	2150/486		Goodrich, Edward B. & Joan
08B73	109.04-1-31	Union	Johnson City	1,604	None	MPL New Easement	2157/547		Morlando-Hurbin, Rosalind J.
08B77	109.04-1-29	Union	Johnson City	45	None	MPL New Easement	2139/555		Kiekel, Donald G.
08B109	111.04-1-4	Chenango	Chenango Valley	1,016	None	MPL New Easement	2176/397		Upper Front Street Properties LLC
08B110	128.07-1-2	Chenango	Chenango Valley	856	None	MPL New Easement	2140/612		St. John, Eric P.
08B111	111.20-1-21.1	Chenango	Chenango Valley	842	None	MPL New Easement	2173/155		Brookfield LLC
08B113	111.20-1-21.2	Chenango	Chenango Valley	17	None	MPL New Easement	2133/414		Town of Chenango
08B114	111.20-1-35	Chenango	Chenango Valley	140	None	MPL New Easement	2133/422		Town of Chenango
08B123	128.08-1-30	Chenango	Chenango Valley	86	None	MPL New Easement	2175/146		Brooks, Larry
08B126	128.06-1-9	Chenango	Chenango Valley	223	None	MPL New Easement	2175/146		Brooks, Larry
08B133	128.02-1-8	Fenton	Chenango Valley	630	None	MPL New Easement	2128/350		James E. Boland
08B133.10	128.02-1-8	Fenton	Chenango Valley	137	None	MPL New Easement	2146/477		Ladue, Kenneth & Ladue, Robert P.
08B134	128.02-1-7	Fenton	Chenango Valley	267	None	MPL New Easement	2146/477		Ladue, Kenneth & Ladue, Robert P.
08B159.30	129.45-1-19	Port Dickinson	Chenango Valley	13	None	MPL New Easement	2146/482		Meskel, Mary Ellen
08B176	129.01-1-13	Kirkwood	Chenango Valley	1,394	None	MPL New Easement	2143/19		Skinner, Sharyn F.
08B177	129.15-1-1	Kirkwood	Chenango Valley	690	None	MPL New Easement	2143/19		Skinner, Sharyn F.
08B178.10	129.15-1-1	Kirkwood	Chenango Valley	218	None	MPL New Easement	2161/668		Skinner, Sharyn F.
08B181	129.04-1-15	Kirkwood	Chenango Valley	805	None	MPL New Easement	2148/466		Santasiere, James & Cora Lee
08B182	129.04-1-20.2	Kirkwood	Chenango Valley	291	None	MPL New Easement	2146/508		Bertram, Ronald R. & Kristen L.
08B182.10	129.04-1-20.1	Kirkwood	Chenango Valley	137	None	MPL New Easement	2146/503		Bertram, Robert

Broome County IDA - Millennium Pipeline Project
Property Description

MPL Tract Number	Tax Map Number	Town	School District	Pipeline Footage	Other Improvements	Type of Property Interest	Libert/Pace of Easement Parcel	Comments	Underlying Landowner
08B183	129.04-1-21.12	Kirkwood	Chenango Valley	1,228	None	MPL New Easement	2148/491		United with Christ
08B196	130.03-1-28	Kirkwood	Chenango Valley	287	None	MPL New Easement	2172/556		Kunuc, Michael S. & Patricia
08B197	130.04-1-20	Kirkwood	Chenango Valley	2,605	None	MPL New Easement	2172/563		Kopyar, Mary Josephine; Kunuc George, George N., Jr.; & Kunuc, Michael W., Sr.
08B207	131.03-1-2	Kirkwood	Windsor	1,947	None	MPL New Easement	2169/679		Gabriel, James
08B233	150.03-1-35	Windsor	Windsor	35	None	MPL New Easement	2157/519		Beaudoin, Mark & Patricia
08B284	150.03-1-30	Windsor	Windsor	48	None	MPL New Easement	2152/359		Stone, Jeffrey A. & Kim S.
08B305	167.00-1-29.1	Windsor	Windsor	2,645	None	MPL New Easement	2158/476		Gaccione, Frank

SCHEDULE A-2

Description of Real Property Interests to be acquired by the Company
in connection with the Project

Broome County IDA - Millennium Pipeline Project
Property Description

<u>MPL Tract Number</u>	<u>Tax Map Number</u>	<u>Town</u>	<u>School District</u>	<u>Eligible Footacre</u>	<u>Other Improvements</u>	<u>Type of Property Interest</u>	<u>Libert/ Page of Easement Parcel</u>	<u>Comments</u>	<u>Underlying Landowner</u>
08B03		Maine	Maine/Endwell	50	None	By Permit	N/A		Old Newark Valley Road (CR 80): County of Broome
08B11		Maine	Maine/Endwell	200	None	By Permit	N/A		NYS Route 388: NYS DOT
08B14		Maine	Maine/Endwell	50	None	By Permit	N/A		English Road: Town of Maine
08B18		Maine	Maine/Endwell	50	None	By Permit	N/A		NYS Route 26: NYS DOT
08B20		Maine	Maine/Endwell	90	None	By Permit	N/A		Nenlocke Creek
08B24		Maine	Maine/Endwell	50	None	By Permit	N/A		Edson Road: Town of Maine
08B31		Maine	Maine/Endwell	50	None	By Permit	N/A		Piklin Hill Road: Town of Maine
08B36		Maine	Maine/Endwell	50	None	By Permit	N/A		Bradley Creek
08B44		Maine	Maine/Endwell	50	None	By Permit	N/A		Farm to Market Road (CR 49): County of Broome
08B47		Union	Maine/Endwell	50	None	By Permit	N/A		Cummings Road: Town of Union
08B59		Union	Johnson City	50	None	By Permit	N/A		Case Road: Town of Union
08B61		Union	Johnson City	50	None	By Permit	N/A		Caldale Road: (CR 65)
08B89		Union	Johnson City	102	None	By Permit	N/A		East Maine Road (CR 45): County of Broome
08B96		Union	Johnson City	50	None	By Permit	N/A		Airport Road (CR 69): County of Broome
08B98		Union	Johnson City	50	None	By Permit	N/A		Dimmock Hill Road: Town of Union
08B102		Chenango	Johnson City	50	None	By Permit	N/A		Willis Road: Town of Chenango
08B122		Chenango	Chenango Valley	50	None	By Permit	N/A		NYS Route 11 (Front St.): NYS DOT
08B127		Chenango	Chenango Valley	330	None	By Permit	N/A		Interstate Route 81: NYS DOT
08B127.01		Chenango	Chenango Valley	20	None	By Permit	N/A		Interstate Route 81: NYS DOT
08B127.10		Chenango	Chenango Valley	540	None	By Permit	N/A		NYS DOT
08B132		Chenango	Chenango Valley	270	None	By Permit	N/A		Chenango River
08B135		Fenton	Chenango Valley	60	None	By Permit	N/A		Interstate Route 86: NYS DOT
08B137		Port Dickinson	Chenango Valley	1,590	None	By Permit	N/A		NYS Route 7: NYS DOT
08B139		Port Dickinson	Chenango Valley	110	None	By Permit	N/A		Chenango Street (CR 129): County of Broome

Broome County IDA - Millennium Pipeline Project
Property Description

MPL Tract Number	Tax Map Number	Town	School District	Baseline Footage	Other Improvements	Type of Property Interest	Libel/ Page of Easement Parcel	Comments	Underlying Landowner
08B140		Port Dickinson	Chenango Valley	100	None	By Permit	N/A		NYS Route 7: NYS DOT
08B162		Port Dickinson	Chenango Valley	56	None	By Permit	N/A		New York Susquehanna & Western Railroad
08B164		Port Dickinson	Chenango Valley	98	None	By Permit	N/A		Delaware & Hudson Railroad
08B168		Dickinson	Chenango Valley	50	None	By Permit	N/A		Rogers Mountain Way: Town of Dickinson
08B185		Kirkwood	Chenango Valley	50	None	By Permit	N/A		Old State Road (CR 68): County of Broome
08B192		Kirkwood	Chenango Valley	40	None	By Permit	N/A		Stratmill Road (CR 185): County of Broome
08B194		Kirkwood	Chenango Valley	30	None	By Permit	N/A		Lakeview Terrace Drive: Town of Kirkwood
08B200		Kirkwood	Windsor	30	None	By Permit	N/A		Fox Hollow Road: Town of Kirkwood
08B208		Kirkwood	Windsor	30	None	By Permit	N/A		Duell Road: Town of Kirkwood
08B212		Kirkwood	Windsor	30	None	By Permit	N/A		Springer Road: Town of Kirkwood
08B217.10		Kirkwood	Windsor	50	None	By Permit	N/A		West Colesville Road (CR 52): County of Broome
08B232		Windsor	Windsor	50	None	By Permit	N/A		North Road (CR 217): County of Broome
08B239.30		Windsor	Windsor	30	None	By Permit	N/A		Indian Summer Boulevard: Town of Windsor
08B247		Windsor	Windsor	30	None	By Permit	N/A		Dunbar Road: Town of Windsor
08B259.10		Windsor	Windsor	30	None	By Permit	N/A		Thompson Road: Town of Windsor
08B281		Windsor	Windsor	100	None	By Permit	N/A		NYS Route 79: NYS DOT
08B285		Windsor	Windsor	420	None	By Permit	N/A		Susquehanna River
08B288		Windsor	Windsor	60	None	By Permit	N/A		Dutchtown Road: Town of Windsor
08B298		Windsor	Windsor	50	None	By Permit	N/A		Fordway Road: Town of Windsor
08B299		Windsor	Windsor	78	None	By Permit	N/A		Delaware and Hudson Railroad
08B303		Windsor	Windsor	50	None	By Permit	N/A		East Windsor Road (CR 64): County of Broome
08B310		Windsor	Windsor	50	None	By Permit	N/A		Outlander Road: Town of Windsor
08B318		Sanford	Deposit	28	None	By Permit	N/A		Pazell Road: Town of Sanford
08B321		Sanford	Deposit	30	None	By Permit	N/A		Bryce Road: Town of Sanford

Broome County IDA - Millennium Pipeline Project
Property Description

<u>MPL Tract Number</u>	<u>Tax Map Number</u>	<u>Town</u>	<u>School District</u>	<u>Pipeline Footage</u>	<u>Other Improvements</u>	<u>Type of Property Interest</u>	<u>Liberty/ Parcel of Easement</u>	<u>Comments</u>	<u>Underlying Landowner</u>
08B327		Sanford	Deposit	25	None	By Permit	N/A		Bosket Road: Town of Sanford
08B331		Sanford	Deposit	30	None	By Permit	N/A		NYS Route 14: NYS DOT
08B332.50		Sanford	Deposit	540	None	By Permit	N/A		Oquaga Creek
08B336.10		Sanford	Deposit	50	None	By Permit	N/A		Shaver Hill Road: Town of Sanford
08B346		Sanford	Deposit	50	None	By Permit	N/A		Nelson Frank Road: Town of Sanford
08B350		Sanford	Deposit	30	None	By Permit	N/A		Big Hollow Road (CR 45): County of Broome
08B82	109.04-2-3	Union	Johnson City	502	None	Columbia Existing Easement	2182/432		Dellapenna, Roseann M. & Dellapenna, Thomas Jr. (as POA)
08B83	109.04-2-2	Union	Johnson City	871	None	Columbia Existing Easement	2150/491		Zarnek, Louis P.
08B84	110.03-1-1	Union	Johnson City	911	None	Columbia Existing Easement	2183/576		DSG2, LLC
08B85	110.03-1-1	Union	Johnson City	464	None	Columbia Existing Easement	2183/576		DSG2, LLC
08B86	110.01-1-7	Union	Johnson City	1,709	MPL Main Line Valve	Columbia Existing Easement	2182/432	MPL Main Line Valve 2181/655	Dellapenna, Roseann M. & Dellapenna, Thomas Jr. (as POA)
08B90	110.03-1-54	Union	Johnson City	157	None	Columbia Existing Easement	2182/432		Dellapenna, Roseann M. & Dellapenna, Thomas Jr. (as POA)
08B91	110.03-1-20	Union	Johnson City	3,425	None	Columbia Existing Easement	2182/432		Dellapenna, Roseann M. & Dellapenna, Thomas Jr. (as POA)
08B92	110.01-1-22	Maine	Johnson City	3,425	None	Columbia Existing Easement	2182/432		Dellapenna, Roseann M. & Dellapenna, Thomas Jr. (as POA)
08B93	110.04-1-9.1	Union	Johnson City	404	None	Columbia Existing Easement	2176/380		Ko, Jean & Fish, George
08B93.10	110.04-1-9.11	Union	Johnson City	950	None	Columbia Existing Easement	2159/332		Beil, Matthew T.
08B95	110.04-1-28.2	Union	Johnson City	1,549	None	Columbia Existing Easement	2111/205		Comfort, Michael W. & Andrea
08B97	110.04-1-28.11	Union	Johnson City	1,152	None	Columbia Existing Easement	2111/201		Kashou Enterprises, Inc.

Broome County IDA - Millennium Pipeline Project
Property Description

MPL Tract Number	Tax Map Number	Town	School District	Pipeline Footage	Other Improvements	Type of Property Interest	Liberty/ Page of Easement Parcel	Comments	Underlying Landowner
08B99	110.04-1-26.11	Union	Johnson City	1,312	None	Columbia Existing Easement	2111/201		Bambara, Joseph & Watkins Kevin
08B100	111.03-1-1	Chenango	Johnson City	409	None	Columbia Existing Easement	2159/336		Shirley Ann Helms Revocable Living Trust
08B101	111.03-1-5	Chenango	Chenango Valley	2,391	None	Columbia Existing Easement	2159/336		Shirley Ann Helms Revocable Living Trust
08B103	111.03-1-15	Chenango	Johnson City	1,234	None	Columbia Existing Easement	2147/63		Murphy, John F. & Marilyn
08B104.10	111.03-1-16	Chenango	Johnson City	270	None	Columbia Existing Easement	2176/393		Chofoet, Carol A.
08B107	111.04-1-3.1	Chenango	Chenango Valley	2,962	None	Columbia Existing Easement	2178/372		Dekar, Robert A., Trustee
08B108	111.04-1-3.1	Chenango	Chenango Valley	749	None	Columbia Existing Easement	2178/372		Dekar, Robert A., Trustee
08B136	128.44-1-1	Port Dickinson	Chenango Valley	750	None	Columbia Existing Easement	812/364		Village of Port Dickinson
08B153	128.52-2-13	Port Dickinson	Chenango Valley	347	None	Columbia Existing Easement	2142/54		Ross, Deborah S.
08B159	129.45-1-17	Port Dickinson	Chenango Valley	153	None	Columbia Existing Easement	2150/496		Fassett & Gulnan, Inc.
08B159.10	129.45-1-16	Port Dickinson	Chenango Valley	53	None	Columbia Existing Easement	2150/496		Fassett & Gulnan, Inc.
08B159.20	129.45-1-15	Port Dickinson	Chenango Valley	63	None	Columbia Existing Easement	2147/67		Skinner, Douglas R. & Mary
08B160	129.45-1-31	Port Dickinson	Chenango Valley	312	None	Columbia Existing Easement	1841/134		Village of Port Dickinson
08B160.10	128.60-3-4	Port Dickinson	Chenango Valley	53	None	Columbia Existing Easement	2150/505		Abbey, Jay E.
08B161	128.45-1-32	Port Dickinson	Chenango Valley	92	None	Columbia Existing Easement	2150/501		Testani, Joseph, Testani, Rocco Jr. and Testani - Callahan, Louise
08B161.10	129.46-1-35	Port Dickinson	Chenango Valley	10	None	Columbia Existing Easement	2150/501		Testani, Joseph, Testani, Rocco Jr. and Testani - Callahan, Louise

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MPL Tract Number	Tax Map Number	Town	School District	Pipeline Footage	Other Improvements	Type of Property Interest	Libert Parcel of Easement	Comments	Underlying Landowner
08B163	129.45-1-34	Port Dickinson	Chenango Valley	648	None	Columbia Existing Easement	1841/1102		C & L Properties, Inc.
08B165	129.01-1-8	Dickinson	Chenango Valley	338	None	Columbia Existing Easement	2159/340		Kimer, Barry A. & Kimberly A.
08B165.10	129.01-1-9	Dickinson	Chenango Valley	5	None	Columbia Existing Easement	810/603		Columbia Gas Transmission Corporation
08B166	129.01-1-10	Dickinson	Chenango Valley	723	None	Columbia Existing Easement	2164/498		Terwilliger, Gordon G. & Shirley B.
08B169	129.01-1-14	Dickinson	Chenango Valley	210	None	Columbia Existing Easement	2159/344		Phillips, William A. & Michelle L.
08B169.10	129.01-1-14	Dickinson	Chenango Valley	211	None	Columbia Existing Easement	2159/344		Phillips, William A. & Michelle L.
08B170	129.01-1-15	Dickinson	Chenango Valley	675	None	Columbia Existing Easement	2147/71		Carpenter, Joseph A. & Lynda P.
08B171	129.01-1-13	Dickinson	Chenango Valley	345	None	Columbia Existing Easement	2147/75		Gustafsson, Kjell-Ake L. & Karin Monica
08B172	129.01-1-12	Dickinson	Chenango Valley	64	None	Columbia Existing Easement	814/555		Gustafsson, Kjell-Ake L. & Karin Monica
08B174	129.01-1-11	Kirkwood	Chenango Valley	427	None	Columbia Existing Easement	814/555		Gibson, Gregory B. & Susan T.
08B175	129.01-1-10	Kirkwood	Chenango Valley	43	None	Columbia Existing Easement	814/555		Baumgartner, James V. & Nadania A.
08B178	129.02-1-3.2	Kirkwood	Chenango Valley	549	None	Columbia Existing Easement	2181/668		Skinner, Sharyn F.
08B179	129.15-1-10	Kirkwood	Chenango Valley	1,162	None	Columbia Existing Easement	2147/79		Babcock, Joel T. & Raune M. Skinner Babcock
08B180	129.04-1-11	Kirkwood	Chenango Valley	1,264	None	Columbia Existing Easement	2147/83		Orzelek, Stephen M. & Denise M.
08B184	130.03-1-1	Kirkwood	Chenango Valley	224	MPL Main Line Valve	Columbia Existing Easement	859/165	MPL Mainline Valve Pending Acquisition	Brynarski, Maureen; Parotte, Daniel J.; Parotte, Richard J.; Parotte, Rita U.; Parotte, Robert J.; & Pogostan, Patricia
08B186	130.03-1-2	Kirkwood	Chenango Valley	535	None	Columbia Existing Easement	2181/673		Lindsay, Curtis R. & Kim

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MPL Tract Number	Tax Map Number	Town	School District	Pipeline Footage	Other Improvements	Type of Property Interest	Libert Page of Easement Parcel	Comments	Underlying Landowner
08B187	130.03-1-3	Kirkwood	Chenango Valley	1,110	None	Columbia Existing Easement	2147/87		Cirba, Peter J.
08B188	130.03-1-5	Kirkwood	Chenango Valley	1,480	None	Columbia Existing Easement	2178/379		Beagell, Donald, Jr. & Bonita
08B189	130.03-1-8	Kirkwood	Chenango Valley	1,922	None	Columbia Existing Easement	2178/379		Beagell, Donald, Jr. & Bonita
08B193	130.04-1-21	Kirkwood	Chenango Valley	545	MPL Main Line Valve	Columbia Existing Easement	2163/143	MPL Mainline Valve 2161/428	Goff, Gerald J., Jr. & Sally A.
08B198	130.04-1-11.1	Kirkwood	Windsor	1,632	None	Columbia Existing Easement	2164/500		Drankoski, Richard E. & Previedallo, Sharon
08B201	130.04-1-31.11	Kirkwood	Windsor	290	None	Columbia Existing Easement	2160/430		Barnes, Timothy & Tammy Davis Barnes
08B201.10	130.04-1-31.12	Kirkwood	Windsor	1,450	None	Columbia Existing Easement	2150/434		Slesnky, Victor J.
08B202	146.02-1-11	Kirkwood	Windsor	216	None	Columbia Existing Easement	2156/88		Pendlebury, Robert L.
08B203	147.01-1-1	Kirkwood	Windsor	251	None	Columbia Existing Easement	2142/50		Molinar, Timothy & Diane M.
08B204	147.01-1-2	Kirkwood	Windsor	264	None	Columbia Existing Easement	2156/665		Pier, Floyd J. & Jean E.
08B205	147.01-1-3	Kirkwood	Windsor	219	None	Columbia Existing Easement	2163/148		McGowan, Michael J.
08B206	131.03-1-6.1	Kirkwood	Windsor	662	None	Columbia Existing Easement	2155/669		Leber, Mary J.
08B206.10	131.03-1-5	Kirkwood	Windsor	470	None	Columbia Existing Easement	2155/673		Pennay, Dawn M.
08B209	131.03-1-5.2	Kirkwood	Windsor	624	None	Columbia Existing Easement	2156/677		Randall, Stephen R., Sr.
08B211	131.03-1-16	Kirkwood	Windsor	663	None	Columbia Existing Easement	860/280		Perry, John R.; Perry Michael J.; & Perry, Virgil F.
08B213	131.03-1-36	Kirkwood	Windsor	142	None	Columbia Existing Easement	2159/350		Luther, Roger L. & Katharine B.

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<u>MPI Tract Number</u>	<u>Tax Map Number</u>	<u>Town</u>	<u>School District</u>	<u>Equaling Footage</u>	<u>Other Improvements</u>	<u>Type of Property Interest</u>	<u>Libert Page of Easement Parcel</u>	<u>Comments</u>	<u>Underlying Landowner</u>
08B214	131-03-1-37	Kirkwood	Windsor	495	None	Columbia Existing Easement	2159/354		Harris, Michael & Jamie Lynn
08B215	131-03-1-33	Kirkwood	Windsor	705	None	Columbia Existing Easement	2155/689		Wucher, Brent S. & Tina A.
08B216	131-03-1-32	Kirkwood	Windsor	502	None	Columbia Existing Easement	2159/358		Rohs, Amanda W. & Timothy D.
08B218	147-10-2-30	Kirkwood	Windsor	12	None	Columbia Existing Easement	2143/15		Marr, James & Lori
08B219	147-02-1-2	Windsor	Windsor	959	None	Columbia Existing Easement	2143/15		Marr, James & Lori
08B220	147-02-1-3	Windsor	Windsor	1,592	None	Columbia Existing Easement	2164/12		Dec, Frances G., et al
08B221	147-02-1-4	Windsor	Windsor	1,487	None	Columbia Existing Easement	2156/34		Bennett, Cynthia
08B222	147-02-1-13	Windsor	Windsor	639	None	Columbia Existing Easement	2181/677		Kraeh, Gary D.
08B223	147-1-14.2	Windsor	Windsor	1,196	None	Columbia Existing Easement	2150/443		Riley, Marshall B.
08B223.10	147-02-1-14.11	Windsor	Windsor	858	None	Columbia Existing Easement	2156/39		Barton, Joann & Kenneth; Riley, Lavonne & Rita M.
08B224	148-01-1-21	Windsor	Windsor	203	None	Columbia Existing Easement	2156/63		George, Jeremy D. & Tracy L.
08B225	148-01-1-20	Windsor	Windsor	102	None	Columbia Existing Easement	2156/92		Kofan, Charles A. & Gloria J.
08B226	148-01-1-19	Windsor	Windsor	373	None	Columbia Existing Easement	2157/538		Bennett, Joel T. & Jennifer E.
08B227	148-01-1-13	Windsor	Windsor	987	None	Columbia Existing Easement	2169/684		Kross, Willard J. & Linda
08B231	148-01-1-14	Windsor	Windsor	206	None	Columbia Existing Easement	2176/403		Bedford, Paul L. & Christine
08B233	148-01-3-38	Windsor	Windsor	350	None	Columbia Existing Easement	2169/688		Nulton, Daniel P. & Michelle A.

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MPI Tract Number	Tax Map Number	Town	School District	Pipeline Footage	Other Improvements	Type of Property Interest	Libert/ Page of Easement Parcel	Comments	Underlying Landowner
08B236	148.01-3-40	Windsor	Windsor	281	None	Columbia Existing Easement	2111/221		Wilcox, Cynthia S.
08B237	148.01-3-27	Windsor	Windsor	822	None	Columbia Existing Easement	2182/438		Green, Scott M. & Amy D.
08B240	148.01-3-19	Windsor	Windsor	460	None	Columbia Existing Easement	2150/447		Murdock, Charles M.
08B242	148.01-3-10	Windsor	Windsor	1,370	None	Columbia Existing Easement	2150/451		Worden, Lawrence
08B243	148.02-1-17.1	Windsor	Windsor	1,863	None	Columbia Existing Easement	2150/455		Kohr, Alice E.
08B244	148.04-1-2.1	Windsor	Windsor	838	None	Columbia Existing Easement	869/169		Clarke, Scott B.
08B245	148.02-1-15	Windsor	Windsor	236	None	Columbia Existing Easement	2150/459		Matulewicz, Richard & Elaine
08B246	148.02-1-16	Windsor	Windsor	614	None	Columbia Existing Easement	2147/91		Lippolis, Mark J. & Kimberly Y.
08B248	148.02-2-24	Windsor	Windsor	496	None	Columbia Existing Easement	2150/463		Clark, Oliver
08B249	148.02-2-25	Windsor	Windsor	200	None	Columbia Existing Easement	2163/156		Corvill, Raney E. & Goss, Stephen E.
08B250	148.02-2-26	Windsor	Windsor	201	None	Columbia Existing Easement	2182/442		Lauri, Daniel E. & Cynthia S.
08B251	148.02-2-27.1	Windsor	Windsor	248	None	Columbia Existing Easement	2182/446		Lauri, Cynthia
08B252	148.02-2-28	Windsor	Windsor	219	None	Columbia Existing Easement	2163/160		Blackton, Donald R.
08B253	148.02-2-29	Windsor	Windsor	92	None	Columbia Existing Easement	2156/67		Mercier, Timothy D. & Sharon E.
08B254	148.02-2-30	Windsor	Windsor	190	None	Columbia Existing Easement	2159/311		Tracy, Eldon A., Jr. & Amber R.
08B254.10	148.02-2-29	Windsor	Windsor	92	None	Columbia Existing Easement	2156/67		Mercier, Timothy D. & Sharon E.

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MPL Tract Number	Tax Map Number	Town	School District	Pipeline Footage	Other Improvements	Type of Property Interest	Libert/ Page of Easement Parcel	Comments	Underlying Landowner
08B255	148.02-2-31	Windsor	Windsor	417	None	Columbia Existing Easement	860/300		Hayes, Bradley C. & Megan B.
08B256	148.02-2-32	Windsor	Windsor	224	None	Columbia Existing Easement	860/300		Anderson, Robert E., Jr. & Carrie L.
08B257	148.02-2-33	Windsor	Windsor	243	None	Columbia Existing Easement	860/300		Anderson, Robert E., Jr. & Carrie L.
08B258	148.02-2-5	Windsor	Windsor	1,079	None	Columbia Existing Easement	2156/71		Watkins, Shirley E.
08B259	149.00-1-16	Windsor	Windsor	929	None	Columbia Existing Easement	2150/467		Graham, Elaine I.
08B260	149.00-2-1	Windsor	Windsor	431	None	Columbia Existing Easement	860/259		Holbert, James L. & Maureen A.
08B261	149.00-2-2	Windsor	Windsor	561	None	Columbia Existing Easement	860/259		Roth, Russell John
08B262	149.00-2-3	Windsor	Windsor	224	None	Columbia Existing Easement	860/259		Roth, William Robert
08B263	149.00-2-4	Windsor	Windsor	145	None	Columbia Existing Easement	2157/526		Colpits, Debra A.; Murray, Diane L.; & Paradis, Denise L.
08B264	149.00-2-5	Windsor	Windsor	177	None	Columbia Existing Easement	2157/524		Horton, Lee E., Sr.
08B265	149.00-2-6.2	Windsor	Windsor	3,273	None	Columbia Existing Easement	2169/674		Ace, Keith & Campbell, James
08B266	149.00-2-7	Windsor	Windsor	893	None	Columbia Existing Easement	2156/17		Shirer III, William H. & Ruth
08B267	149.00-2-8.11	Windsor	Windsor	648	None	Columbia Existing Easement	2150/382		Colgan, David J. & Rita M.
08B268	149.00-2-10	Windsor	Windsor	295	None	Columbia Existing Easement	2150/386		Smith, Bruce D.
08B269	149.00-2-11	Windsor	Windsor	314	None	Columbia Existing Easement	2159/315		Lindberg, George H. & Catherine A.
08B270	149.00-2-12	Windsor	Windsor	314	None	Columbia Existing Easement	2164/494		Curtis, Diane & Lindberg, Craig

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MPL Tract Number	Tax Map Number	Town	School District	Pipeline Footage	Other Improvements	Type of Property Interest	Liberal Page of Easement Parcel	Comments	Underlying Landowner
08B271	149.00-2-13	Windsor	Windsor	601	None	Columbia Existing Easement	2150/390		Wescott, Jon K. & Jeannae R.
08B272	149.00-2-14	Windsor	Windsor	1,132	None	Columbia Existing Easement	2150/394		Roberts, Sally J.
08B273	149.00-2-20	Windsor	Windsor	822	None	Columbia Existing Easement	2156/22		Lamoureux, Erwin R. & Patricia A.
08B274	149.00-2-22	Windsor	Windsor	449	None	Columbia Existing Easement	2170/102		Coon, James E. & Wendy L.
08B275	149.00-2-21.11	Windsor	Windsor	563	None	Columbia Existing Easement	2167/75		Dougherty, Michael & Karen
08B276	150.03-2-18	Windsor	Windsor	266	None	Columbia Existing Easement	2167/75		Dougherty, Michael & Karen
08B277	150.03-2-15	Windsor	Windsor	282	None	Columbia Existing Easement	2159/319		Delgado, Thomas A.
08B278	150.03-2-9	Windsor	Windsor	1,379	None	Columbia Existing Easement	2163/164		Williams, Randy J.
08B278.10	150.03-2-7.212	Windsor	Windsor	1,415	None	Columbia Existing Easement	2150/398		Williams, Nicholas R.
08B280	150.03-2-18.11	Windsor	Windsor	2,782	None	Columbia Existing Easement	2150/402		Titus, William K.
08B281.10	150.03-1-38	Windsor	Windsor	275	None	Columbia Existing Easement	2150/406		Kappler, William C., Jr. & Patricia J.
08B282	150.03-2-39	Windsor	Windsor	586	None	Columbia Existing Easement	2156/25		A & G Associates
08B286	150.04-1-3.2	Windsor	Windsor	1,764	None	Columbia Existing Easement	2150/414		Worden, Kenneth W. & Patricia M.
08B287	150.04-1-12.1	Windsor	Windsor	2,056	None	Columbia Existing Easement	2150/418		Worden, Kenneth
08B288	166.02-2-1.1	Windsor	Windsor	508	None	Columbia Existing Easement	2150/422		Springsteen, Roland D. & Janice
08B290	150.04-1-19	Windsor	Windsor	780	None	Columbia Existing Easement	2150/426		Brett, Steven & Martha

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08B292	166.02-2-6	Windsor	Windsor	104	None	Columbia Existing Easement	862/358		Reinberg, Richard A.
08B293	166.02-2-5	Windsor	Windsor	223	None	Columbia Existing Easement	2147/95		Payne, David S. & Deborah M.
08B294	150.04-1-14	Windsor	Windsor	277	None	Columbia Existing Easement	2156/30		Colgan, Kairna D. & Donlin, Daniel C.
08B295	150.01-1-13	Windsor	Windsor	297	None	Columbia Existing Easement	2167/79		Polednak, Robert A. & Polednak, Robert M.
08B297	150.04-1-13	Windsor	Windsor	158	None	Columbia Existing Easement	2167/79		Polednak, Robert A. & Polednak, Robert M.
08B300	166.02-2-10.1	Windsor	Windsor	409	None	Columbia Existing Easement	2150/519		Springsteen, Roland D. & Janice
08B301	167.00-1-1	Windsor	Windsor	579	None	Columbia Existing Easement	2111/209		Krom, Robert & Colleen
08B304	167.00-1-30	Windsor	Windsor	267	None	Columbia Existing Easement	2173/288		Bauerle, Frank L. & Joanne
08B306	167.00-1-5.111	Windsor	Windsor	749	None	Columbia Existing Easement	2111/213		Leiva, Paul & Van Grouw, Dave
08B307	167.00-1-6	Windsor	Windsor	500	None	Columbia Existing Easement	2111/217		Digirolamo, Carl J. & Pantore, Adolph A.
08B308	161.03-1-33	Windsor	Windsor	1,445	None	Columbia Existing Easement	2111/217		Digirolamo, Carl J. & Pantore, Adolph A.
08B309	167.00-1-7	Windsor	Windsor	645	None	Columbia Existing Easement	2170/197		Monli, James B.
08B311	167.00-1-17.2	Windsor	Windsor	1,909	None	Columbia Existing Easement	860/288		Forest Lake Camground Equities LLC
08B312	167.00-1-9	Windsor	Windsor	5,481	None	Columbia Existing Easement	860/282		Coosemans, Danny & Cresas, Henri
08B313	166.00-1-3	Windsor	Windsor	5,367	None	Columbia Existing Easement	2182/454		KD Land LLC
08B314	166.00-1-6	Sanford	Windsor	2,905	None	Columbia Existing Easement	2159/454		KD Land LLC

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MPL Tract Number	Tax Map Number	Town	School District	Eligible Footage	Other Improvements	Type of Property Interest	Liberal/Precise of Easement Parcel	Comments	Underlying Landowner
08B315	169.00-1-2	Sanford	Windsor	2,511	None	Columbia Existing Easement	2159/323		Miscagne, James
08B316	169.00-2-1	Sanford	Windsor	444	None	Columbia Existing Easement	2159/323		Miscagne, James
08B317	169.00-2-2	Sanford	Deposit	2	None	Columbia Existing Easement	2178/410		Dilewig, Mark R. & Carolyn R.
08B319	169.00-1-1	Sanford	Deposit	1,010	MPL Main Line Valve	Columbia Existing Easement	2159/327	MLV 2159/327	Landi, Alphonse C. & Mandato, Joseph A., Jr. & Johanna J.
08B320	169.00-1-7	Sanford	Deposit	2,510	None	Columbia Existing Easement	787/531		Snyder, Lawrence C.
08B322	169.00-1-7	Sanford	Deposit	1,875	None	Columbia Existing Easement	787/531		Snyder, Lawrence C.
08B323	169.00-1-19.2	Sanford	Deposit	2,117	None	Columbia Existing Easement	2168/554		Datiolo, Pietro
08B324	169.00-1-12	Sanford	Deposit	1,772	None	Columbia Existing Easement	2164/492		Kamp, Fannie E.
08B325	169.00-1-11	Sanford	Deposit	898	None	Columbia Existing Easement	784/23		Pilla, John & Virginia
08B326	169.00-1-10	Sanford	Deposit	483	None	Columbia Existing Easement	784/23		Pagnozzi, Damiano & Maria
08B328	169.00-1-10	Sanford	Deposit	538	None	Columbia Existing Easement	784/23		Pagnozzi, Damiano & Maria
08B329	170.01-1-9.2	Sanford	Deposit	1,568	None	Columbia Existing Easement	784/25		Thiessen, Raymond
08B330	170.00-1-18	Sanford	Deposit	2,272	None	Columbia Existing Easement	2164/492		Kamp, Fannie E.
08B332	170.00-1-17	Sanford	Deposit	1,330	None	Columbia Existing Easement	2183/561		Amaran, Gerard & Haphtibah, Williams, Dae Stanley
08B333	170.00-1-18	Sanford	Deposit	521	None	Columbia Existing Easement	2164/492		Kamp, Fannie E.
08B334	170.00-1-11.2	Sanford	Deposit	1,574	None	Columbia Existing Easement	784/25		Skurka, Agnieszka

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<u>MPL Tract Number</u>	<u>Tax Map Number</u>	<u>Town</u>	<u>School District</u>	<u>Baseline Footage</u>	<u>Other Improvements</u>	<u>Type of Property Interest</u>	<u>Libert/ Page of Easement Parcel</u>	<u>Comments</u>	<u>Underlying Landowner</u>
08B335	170.00-1-13	Sanford	Deposit	2,315	None	Columbia Existing Easement	784/9		Dobbie, Robert & Elizabeth
08B336	170.00-1-14.1	Sanford	Deposit	2,133	None	Columbia Existing Easement	784/17		Lawson, Curt B.
08B337	170.00-1-14.22	Sanford	Deposit	254	None	Columbia Existing Easement	784/17		James Coop Trust
08B338	170.00-1-14.21	Sanford	Deposit	630	None	Columbia Existing Easement	784/17		Coops, Michael
08B339	186.00-1-10	Sanford	Deposit	300	None	Columbia Existing Easement	784/17		Lawson, Jean C.
08B340	171.00-1-46	Sanford	Deposit	2,831	None	Columbia Existing Easement	784/11		Bruckner, Robert H.
08B341	187.01-1-2.1	Sanford	Deposit	950	None	Columbia Existing Easement	784/13		Andresen, Carl E. & Jacqueline; Andresen, Daniel C. & Lisa
08B342	187.01-1-19.2	Sanford	Deposit	520	None	Columbia Existing Easement	784/21		Hearwood Forestland Fund III, LP
08B342.10	187.01-1-2.1	Sanford	Deposit	1,495	None	Columbia Existing Easement	784/13		Andresen, Carl E. & Jacqueline; Andresen, Daniel C. & Lisa
08B343	187.01-1-4	Sanford	Deposit	574	None	Columbia Existing Easement	784/13		Strong, Willard E. & Celia B.
08B347	187.02-1-1	Sanford	Deposit	479	None	Columbia Existing Easement	2173/293		Panzarino, Joseph B.
08B348	187.02-1-20	Sanford	Deposit	31	None	Columbia Existing Easement	2156/81		Wright, Harold & Mary G.
08B349	187.02-1-2	Sanford	Deposit	365	None	Columbia Existing Easement	2111/317		Wright, Harold & Mary G.
08B351	187.02-1-28	Sanford	Deposit	56	None	Columbia Existing Easement	788/135		Vandermark, Joe H.
08B351.10	187.02-1-20	Sanford	Deposit	147	None	Columbia Existing Easement	2156/81		Wright, Harold & Mary G.
08B352	187.02-1-21	Sanford	Deposit	490	None	Columbia Existing Easement	788/135		Niehaus, Donald D. & Wailey, Rebecca L.

Broome County IDA - Millennium Pipeline Project
Property Description

MPL Tract Number	Tax Map Number	Town	School District	Pipeline Footage	Other Improvements	Type of Property Interest	Libert/ Page of Easement Parcel	Comments	Underlying Landowner
08B152	128.52-2-32	Port Dickinson	Chenango Valley	51	None	Fee Property	N/A		Columbia Gas Transmission Corporation
08B33	108.03-1-16	Maine	Maine/Endwell	455	None	MPL New Easement		Pending Acquisition	Lewis, Donald E.
08B34	108.03-1-17	Maine	Maine/Endwell	224	None	MPL New Easement		Pending Acquisition	Lewis, Joshua
08B35.10	108.03-1-18	Maine	Maine/Endwell	25	None	MPL New Easement		Pending Acquisition	Mitchell, Ildiko
08B37	108.04-1-4	Maine	Maine/Endwell	1,624	None	MPL New Easement		Pending Acquisition	Lewis, Donald E.
08B39	108.04-1-5.1	Maine	Maine/Endwell	698	None	MPL New Easement		Pending Acquisition	Supa, Peter F. & Alice L.
08B39.10	108.04-1-2	Union	Maine/Endwell	751	None	MPL New Easement		Pending Acquisition	Supa, Peter F. & Alice L.
08B41	108.04-1-7	Maine	Maine/Endwell	548	None	MPL New Easement		Pending Acquisition	Kelley, Patricia & Kelley, Thomas G. Jr.
08B42	108.04-1-14	Maine	Maine/Endwell	1,589	None	MPL New Easement		Pending Acquisition	NYSEG
08B45.10	108.04-1-14	Maine	Maine/Endwell	180	None	MPL New Easement		Pending Acquisition	NYSEG
08B56	108.03-1-34	Union	Johnson City	507	None	MPL New Easement		Pending Acquisition	NYSEG
08B57	109.04-1-14	Union	Johnson City	1,782	None	MPL New Easement		Pending Acquisition	NYSEG
08B60	108.04-1-14	Union	Johnson City	662	None	MPL New Easement		Pending Acquisition	NYSEG
08B88	110.03-1-2.2	Union	Johnson City	102	None	MPL New Easement		Pending Acquisition	NYSEG
08B114.10	128.08-1-1.1	Chenango	Chenango Valley	40	None	MPL New Easement		Pending Acquisition	Nimmonsburg Square, LLC

EXECUTION COPY**SCHEDULE B-1
TVSP****For Calculation of PILOT Payments to each of the Towns and the County**

PILOT Payment Due Date Years	Taxing Jurisdiction	Lineal Feet of Pipe Within Taxing Jurisdiction	Rate per Lineal Foot	Value Per Lineal Foot of Pipe	Exemption %	TVSP Per Taxing Jurisdiction
2010-2014	Town of Chenango	12,494	\$ 270	\$ 3,373,448	75%	\$ 843,362
	Town of Dickinson	2,621	\$ 270	\$ 707,589	75%	\$ 176,897
	Town of Fenton	1,115	\$ 270	\$ 300,929	75%	\$ 75,232
	Town of Kirkwood	27,359	\$ 270	\$ 7,386,930	75%	\$ 1,846,733
	Town of Maine	28,955	\$ 270	\$ 7,817,904	75%	\$ 1,954,476
	Town of Sanford	38,370	\$ 270	\$ 10,359,819	75%	\$ 2,589,955
	Town of Union	27,267	\$ 270	\$ 7,362,036	75%	\$ 1,840,509
	Town of Winsor	65,110	\$ 270	\$ 17,579,579	75%	\$ 4,394,895
	Village of Port Dickinson	4,400	\$ 270	\$ 1,187,906	75%	\$ 296,976

For Calculation of PILOT Payments to each of the School Districts

PILOT Payment Due Date Years	Taxing Jurisdiction	Lineal Feet of Pipe Within Taxing Jurisdiction	Rate per Lineal Foot	Value Per Lineal Foot of Pipe	Exemption %	TVSP Per Taxing Jurisdiction
2010-2014	Chenango Valley CSD in Town of Chenango	10,531	\$ 270	\$ 2,843,330	75%	\$ 710,832
	Chenango Valley CSD in Town of Fenton	1,115	\$ 270	\$ 300,929	75%	\$ 75,232
	Chenango Valley CSD in Village of Port Dickinson	4,400	\$ 270	\$ 1,187,906	75%	\$ 296,976
	Chenango Valley CSD in Town of Dickinson	2,621	\$ 270	\$ 707,589	75%	\$ 176,897
	Chenango Valley CSD in Town of Kirkwood	16,976	\$ 270	\$ 4,583,628	75%	\$ 1,145,907
	Deposit CSD in Town of Sanford	32,610	\$ 270	\$ 8,804,660	75%	\$ 2,201,165
	Johnson City CSD in Town of Union	23,130	\$ 270	\$ 6,245,033	75%	\$ 1,561,258
	Johnson City CSD in Town of Maine	3,425	\$ 270	\$ 924,750	75%	\$ 231,188
	Johnson City CSD in Town of Chenango	1,963	\$ 270	\$ 530,118	75%	\$ 132,530
	Maine-Endwell CSD in Town of Maine	25,530	\$ 270	\$ 6,893,154	75%	\$ 1,723,289
	Maine-Endwell CSD in Town of Union	4,137	\$ 270	\$ 1,117,004	75%	\$ 279,251
	Windsor CSD in Town of Kirkwood	10,383	\$ 270	\$ 2,803,302	75%	\$ 700,826
	Windsor CSD in Town of Windsor	65,110	\$ 270	\$ 17,579,579	75%	\$ 4,394,895
	Windsor CSD in Town of Sanford	5,760	\$ 270	\$ 1,555,160	75%	\$ 388,790

EXECUTION COPY**SCHEDULE B-2
TVSP****For Calculation of PILOT Payments to each of the Towns and the County**

PILOT Payment Due Date Years	Taxing Jurisdiction	Lineal Feet of Pipe Within Taxing Jurisdiction	Rate per Lineal Foot	Value Per Lineal Foot of Pipe	Exemption %	TVSP Per Taxing Jurisdiction
2015-2019	Town of Chenango	12,494	\$ 270	\$ 3,373,448	50%	\$ 1,686,724
	Town of Dickinson	2,621	\$ 270	\$ 707,589	50%	\$ 353,795
	Town of Fenton	1,115	\$ 270	\$ 300,929	50%	\$ 150,464
	Town of Kirkwood	27,359	\$ 270	\$ 7,386,930	50%	\$ 3,693,465
	Town of Maine	28,955	\$ 270	\$ 7,817,904	50%	\$ 3,908,952
	Town of Sanford	38,370	\$ 270	\$ 10,359,819	50%	\$ 5,179,910
	Town of Union	27,267	\$ 270	\$ 7,362,036	50%	\$ 3,681,018
	Town of Windsor	65,110	\$ 270	\$ 17,579,579	50%	\$ 8,789,789
	Village of Port Dickinson	4,400	\$ 270	\$ 1,187,906	50%	\$ 593,953

For Calculation of PILOT Payments to each of the School Districts

PILOT Payment Due Date Years	Taxing Jurisdiction	Lineal Feet of Pipe Within Taxing Jurisdiction	Rate per Lineal Foot	Value Per Lineal Foot of Pipe	Exemption %	TVSP Per Taxing Jurisdiction
2015-2019	Chenango Valley CSD in Town of Chenango	10,531	\$ 270	\$ 2,843,330	50%	\$ 1,421,665
	Chenango Valley CSD in Town of Fenton	1,115	\$ 270	\$ 300,929	50%	\$ 150,464
	Chenango Valley CSD in Village of Port Dickinson	4,400	\$ 270	\$ 1,187,906	50%	\$ 593,953
	Chenango Valley CSD in Town of Dickinson	2,621	\$ 270	\$ 707,589	50%	\$ 353,795
	Chenango Valley CSD in Town of Kirkwood	16,976	\$ 270	\$ 4,583,628	50%	\$ 2,291,814
	Deposit CSD in Town of Sanford	32,610	\$ 270	\$ 8,804,660	50%	\$ 4,402,330
	Johnson City CSD in Town of Union	23,130	\$ 270	\$ 6,245,033	50%	\$ 3,122,516
	Johnson City CSD in Town of Maine	3,425	\$ 270	\$ 924,750	50%	\$ 462,375
	Johnson City CSD in Town of Chenango	1,963	\$ 270	\$ 530,118	50%	\$ 265,059
	Maine-Endwell CSD in Town of Maine	25,530	\$ 270	\$ 6,893,154	50%	\$ 3,446,577
	Maine-Endwell CSD in Town of Union	4,137	\$ 270	\$ 1,117,004	50%	\$ 558,502
	Windsor CSD in Town of Kirkwood	10,383	\$ 270	\$ 2,803,302	50%	\$ 1,401,651
	Windsor CSD in Town of Windsor	65,110	\$ 270	\$ 17,579,579	50%	\$ 8,789,789
	Windsor CSD in Town of Sanford	5,760	\$ 270	\$ 1,555,160	50%	\$ 777,580

SCHEDULE B-3
TVSP

For Calculation of PILOT Payments to each of the Towns and the County

PILOT Payment Due Date Years	Taxing Jurisdiction	Lineal Feet of Pipe Within Taxing Jurisdiction	Rate per Lineal Foot	Value Per Lineal Foot of Pipe	Exemption %	TVSP Per Taxing Jurisdiction
2020-2024	Town of Chenango	12,494	\$ 270	\$ 3,373,448	25%	\$ 2,530,086
	Town of Dickinson	2,621	\$ 270	\$ 707,589	25%	\$ 530,692
	Town of Fenton	1,115	\$ 270	\$ 300,929	25%	\$ 225,696
	Town of Kirkwood	27,359	\$ 270	\$ 7,386,930	25%	\$ 5,540,198
	Town of Maine	28,955	\$ 270	\$ 7,817,904	25%	\$ 5,863,428
	Town of Sanford	38,370	\$ 270	\$ 10,359,819	25%	\$ 7,769,864
	Town of Union	27,267	\$ 270	\$ 7,362,036	25%	\$ 5,521,527
	Town of Windsor	65,110	\$ 270	\$ 17,579,579	25%	\$ 13,184,684
	Village of Port Dickinson	4,400	\$ 270	\$ 1,187,906	25%	\$ 890,929

For Calculation of PILOT Payments to each of the School Districts

PILOT Payment Due Date Years	Taxing Jurisdiction	Lineal Feet of Pipe Within Taxing Jurisdiction	Rate per Lineal Foot	Value Per Lineal Foot of Pipe	Exemption %	TVSP Per Taxing Jurisdiction
2020-2024	Chenango Valley CSD in Town of Chenango	10,531	\$ 270	\$ 2,843,330	25%	\$ 2,132,497
	Chenango Valley CSD in Town of Fenton	1,115	\$ 270	\$ 300,929	25%	\$ 225,696
	Chenango Valley CSD in Village of Port Dickinson	4,400	\$ 270	\$ 1,187,906	25%	\$ 890,929
	Chenango Valley CSD in Town of Dickinson	2,621	\$ 270	\$ 707,589	25%	\$ 530,692
	Chenango Valley CSD in Town of Kirkwood	16,976	\$ 270	\$ 4,583,628	25%	\$ 3,437,721
	Deposit CSD in Town of Sanford	32,610	\$ 270	\$ 8,804,660	25%	\$ 6,603,495
	Johnson City CSD in Town of Union	23,130	\$ 270	\$ 6,245,033	25%	\$ 4,683,774
	Johnson City CSD in Town of Maine	3,425	\$ 270	\$ 924,750	25%	\$ 693,563
	Johnson City CSD in Town of Chenango	1,963	\$ 270	\$ 530,118	25%	\$ 397,589
	Maine-Endwell CSD in Town of Maine	25,530	\$ 270	\$ 6,893,154	25%	\$ 5,169,866
	Maine-Endwell CSD in Town of Union	4,137	\$ 270	\$ 1,117,004	25%	\$ 837,753
	Windsor CSD in Town of Kirkwood	10,383	\$ 270	\$ 2,803,302	25%	\$ 2,102,477
	Windsor CSD in Town of Windsor	65,110	\$ 270	\$ 17,579,579	25%	\$ 13,184,684
	Windsor CSD in Town of Sanford	5,760	\$ 270	\$ 1,555,160	25%	\$ 1,166,370

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SCHEDULE C
Collective Bargaining Contracts and Agreements

None.