SETTLEMENT AGREEMENT

This settlement agreement ("Agreement") is entered into by the U.S. Environmental Protection Agency ("EPA"); GSP Merrimack LLC ("GSP Merrimack"), GSP Schiller LLC ("GSP Schiller"), and Granite Shore Power LLC ("GSP LLC") (GSP Merrimack, GSP Schiller, and GSP LLC are collectively referred to as the "GSP Parties"); Sierra Club, Inc. ("Sierra Club"); and Conservation Law Foundation, Inc. ("CLF") (Sierra Club and CLF are collectively referred to as the "NGO Parties"). The aforementioned parties are collectively referred to as the "Parties" and individually as a "Party."

RECITALS

Merrimack Station NPDES Permitting

1. Merrimack Station ("Merrimack") is a power plant located on the western bank of the Merrimack River in Bow, New Hampshire. Merrimack includes four electric generating units: two coal-fired units (Unit 1 and Unit 2) and two kerosene-fueled combustion turbine units. Merrimack is owned and operated by GSP Merrimack.

2. EPA Region 1 has issued a National Pollutant Discharge Elimination System ("NPDES") Permit under the Clean Water Act ("CWA") for Merrimack (NPDES Permit No. NH0001465) ("MK Permit") that authorizes GSP Merrimack to withdraw cooling water from, and to discharge various pollutants (including thermal effluent) from the plant to, the Merrimack River. The first version of the MK Permit was issued in the 1970s. In January 2018, the MK Permit was transferred by EPA Region 1 to GSP Merrimack LLC from Merrimack’s former owner.

3. EPA Region 1 reissued the MK Permit to GSP Merrimack in May 2020 ("2020 MK Permit"). In issuing the 2020 MK Permit, EPA Region 1 recognized that Merrimack has shifted to operate seasonally and less frequently and not as a baseload generator. The NGO Parties and GSP Merrimack appealed different provisions of the 2020 MK Permit to EPA’s Environmental Appeals Board ("EAB"), and the appealed provisions were stayed pursuant to regulation pending resolution of the appeal. See 40 C.F.R. § 124.16(a). Relevant here, the stayed provisions include permit conditions: (a) associated with a CWA § 316(a) thermal variance (Part I.A.11) (hereinafter, "2020 Permit: Thermal Conditions"); and (b) for compliance with CWA § 316(b) and EPA’s corresponding 2014 regulations (Part I.E.1, 2, 4, and 7.a.-7.c.; I.G.3.; I.E.7.d.).

4. On August 3, 2021, the EAB remanded the appealed provisions of the 2020 MK Permit to EPA Region 1 for additional proceedings. In re GSP Merrimack L.L.C., 18 E.A.D. 524 (EAB 2021). As a result, those provisions of the 2020 MK Permit have not gone into effect and the corresponding provisions from GSP’s prior MK Permit, issued in 1992, have remained in effect, as identified in a letter from EPA Region 1 filed with the EAB dated September 1, 2020. See 40 C.F.R. § 124.16(c)(2). At the same time, the provisions of the 2020 MK Permit that were not appealed went into effect on October 1, 2020. These provisions are also identified in the letter from EPA Region 1 filed with the EAB dated September 1, 2020. EPA Region 1 has not proposed a new draft permit in response to the remand by the EAB.

5. The portions of the 1992 and 2020 MK Permits that are in effect collectively authorize cooling water withdrawals and discharges of multiple process wastewater and
stormwater flows, including flows that are generated in the absence of unit operations, to the Merrimack River.


7. On January 11, 2021, GSP Merrimack timely filed a permit modification request with EPA Region 1 to incorporate the applicable portions of the 2020 Rule into the MK Permit (hereinafter, "January 2021 Modification Request").

8. On August 3, 2021, EPA issued a Notice of Rulemaking Initiative in which it explained its intention to "undertake a rulemaking that will propose to revise the Steam Electric Power Generating Effluent Limitations Guidelines and Standards." See 86 Fed. Reg. 41,801 (Aug. 3, 2021). This Notice provided: "EPA expects permitting authorities to continue to implement the current regulations [(e.g., the 2020 Rule)] while the Agency undertakes a new rulemaking." Id. at 41,802.

9. Pursuant to the 2020 Rule, GSP Merrimack timely filed a Notice of Planned Participation ("NOPP") with EPA Region 1 on October 13, 2021, in which it elected to participate in the 2020 Rule’s low utilization electric generating unit ("LUEGU") compliance subcategory and requested the inclusion of effluent limitations applicable to this subcategory, as well as other effluent limitations, into a revised permit for Merrimack.

10. In August 2022, for purposes of EPA Region 1’s action on remand from the EAB, GSP Merrimack responded to an EPA Region 1 CWA § 308 information request and proposed the flow reductions set out below, along with a "system of technologies" impingement compliance approach, for compliance with CWA § 316(b) and EPA’s corresponding 2014 regulations (hereinafter, collectively "GSP’s § 316(b) Proposal"), instead of the CWA § 316(b) permit conditions included in the 2020 MK Permit referenced in Paragraph 3 (which are stayed and never became effective).

<table>
<thead>
<tr>
<th>Month</th>
<th>Mean Entrainment Density (N/100 m²)</th>
<th>DIF (MGD)</th>
<th>DIF Volume (MG)</th>
<th>Entrainment Abundance</th>
<th>Intake Flow (MGD)</th>
<th>Estimated Entrainment Abundance</th>
<th>Entrainment Reduction Relative to DIF</th>
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</thead>
<tbody>
<tr>
<td>May</td>
<td>13.79</td>
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<td>8905.7</td>
<td>4,648,837</td>
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<tr>
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<td>8905.7</td>
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<td></td>
<td></td>
<td></td>
<td>4,470,128</td>
<td>-70.0%</td>
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<tr>
<td>Entrainment Reduction =</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>
11. EPA issued a proposed rule entitled “Supplemental Effluent Limitations Guidelines and Standards for the Steam Electric Power Generating Point Source Category” on March 29, 2023. See 88 Fed. Reg. 18,824 (Mar. 29, 2023). This rule proposed, among other things, to revise effluent limitations applicable to BATW discharges and to modify the compliance subcategories created in the 2020 Rule. EPA has not yet issued a final rule, and the 2020 Rule remains in effect as issued.

12. On December 31, 2023, GSP Merrimack submitted its LUEGU initial certification to EPA Region 1. This submittal certified that the two-year average annual capacity utilization ratings for Merrimack Units 1 and 2 were each less than 10 percent. GSP Merrimack’s submittal also included the BATW best management practices plan.

13. On January 29, 2024, GSP Merrimack submitted to EPA Region 1 a letter that: (a) withdrew the request in GSP Merrimack’s January 2021 Modification Request that “generally applicable” (or “default”) BATW permit conditions be included in a modified MK Permit; and (b) requested that Part I.C. of the 2020 MK Permit be modified to reflect operations associated with the LUEGU and “Permanent Cessation of Coal Combustion” (“PCCC”) alternative BATW compliance requirements.

14. On March 20, 2024, EPA Region 1 issued a final permit modification for the MK Permit that: (a) modifies Part I.C. (p. 23 of 30) of the 2020 MK Permit; (b) deletes Part I.H.2. (p. 30 of 30) of the 2020 MK Permit; (c) modifies Part I.A.4. of the 2020 MK Permit to authorize the continued discharge of BATW to existing Merrimack treatment infrastructure and ultimately to the Merrimack River, in accordance with requirements based on the LUEGU compliance subcategory established in 40 C.F.R. part 423 (2020), pursuant to the January 2021 Modification Request, the October 13, 2021, NOPP, and the December 31, 2023 LUEGU initial certification submitted by GSP Merrimack to EPA Region 1; and (d) includes alternative permit conditions consistent with the PCCC compliance subcategory established in 40 C.F.R. part 423 (2020), along with permit conditions that enable GSP Merrimack to automatically transfer to this subcategory, consistent with the requirements of 40 C.F.R. part 423 (2020) and as requested in the January 2021 Modification Request (hereinafter, this final permit modification is referred to as the “2024 MK Permit”).

**NGO Parties’ Merrimack CWA Claims**


16. On December 6, 2023, the United States District Court for the District of New Hampshire issued a final order denying the NGO Parties all requested relief in the MK CWA Case and entering a final judgment in favor of GSP LLC and GSP Merrimack on all claims (“MK Merits Order”).
17. GSP Merrimack timely filed a motion for attorney fees with the United States District Court for the District of New Hampshire on December 20, 2023. ("MK Fee Motion").


NGO Parties’ Notice of Intent - Merrimack

19. In a letter ("Notice of Violation and Intent to File Suit") to GSP LLC and GSP Merrimack dated August 27, 2021, the NGO Parties alleged that Merrimack has repeatedly violated, and continues to violate, the CWA and the MK Permit by: (a) discharging effluent outside the pH range authorized by the MK Permit; and (b) adding pollutants from point sources—namely, Merrimack’s coal pile and trench system, as well as its slag settling pond—to the Merrimack River through groundwater without a permit (hereinafter, the "MK NOI").

Schiller Station NPDES Permitting

20. Schiller Station ("Schiller") is a power plant located on the western bank of the Piscataqua River in Portsmouth, New Hampshire. Schiller includes four electric generating units: two coal/oil-fired units (Unit 4 and Unit 6), one wood/coal-fired unit (Unit 5), and one kerosene-fueled combustion turbine unit. Schiller is owned and operated by GSP Schiller.

21. EPA Region 1 has issued an NPDES Permit under the CWA for Schiller (NPDES Permit No. NH0001473) ("Schiller Permit") that authorizes GSP Schiller to withdraw cooling water from, and to discharge various pollutants (including thermal effluent) from the plant to, the Piscataqua River. The first version of the NPDES permit was issued in the 1970s. In January 2018, the NPDES permit was transferred by EPA Region 1 to GSP Schiller from Schiller’s former owners.

22. EPA Region 1 reissued the Schiller Permit to GSP Schiller in April 2018, which became final and effective July 1, 2018 ("2018 Schiller Permit"). As for the cooling water intake structures ("CWISs") at the facility, the 2018 Schiller Permit required GSP Schiller to install new wedgewire screen systems ("WSS") to comply with CWA § 316(b) and EPA’s corresponding 2014 regulations and included a compliance schedule for the installation. Certain interim compliance dates in the 2018 permit were modified by EPA Region 1 in 2020.

23. In March 2021, GSP Schiller filed with EPA Region 1 a permit modification request to replace the WSS permit provisions in the 2018 Schiller Permit with targeted reductions in intake flows.

24. EPA Region 1 issued a final Schiller Permit Modification in May 2023 ("2023 Schiller Permit Modification"), which included intake flow reductions as an alternative § 316(b) compliance option, consistent with GSP Schiller’s modification request.
25. In June 2023, the NGO Parties timely appealed these new “flow reduction” provisions of the 2023 Schiller Permit Modification to EPA’s EAB (“Schiller EAB Appeal”). EPA, the NGO Parties, and GSP Schiller agreed to stay the appeal proceedings and participate in the Board’s Alternative Dispute Resolution process. The EAB has extended the stay of the proceedings several times. The 2023 Schiller Permit Modification flow reduction provisions remain stayed pending resolution of the appeal. See 40 C.F.R. § 124.16(a).

26. GSP Schiller submitted a timely and complete NPDES permit application in 2022, meaning the 2018 Schiller Permit (as modified in 2020) is administratively continued, in accordance with 40 C.F.R. § 122.6, until EPA Region 1 issues a new NPDES permit for Schiller.

**NGO Parties’ Notice of Intent – Schiller**

27. In a letter (“Notice of Violation and Intent to File Suit”) to GSP LLC and GSP Schiller dated April 21, 2021, the NGO Parties alleged that Schiller has violated, and continues to violate, the CWA and the 2018 Schiller Permit by failing to submit a final design for WSS (hereinafter, the “Schiller NOI”).

* * * * * *

28. The Parties have negotiated this agreement in good faith in an effort to resolve existing disputes related to Merrimack and Schiller and forestall future disputes related to the facilities. Each Party has been represented by legal counsel in the negotiation and drafting of this Agreement.

**AGREEMENT**

Without any admission of fact or law, and without conceding any jurisdictional or other claims or defenses, the Parties hereby agree as follows:

**I. APPLICABILITY AND EFFECTIVE DATE**

29. Upon execution of this Agreement by the Parties, the provisions of this Agreement shall apply to and be binding on and inure to the benefit of the Parties, their successors, and assigns.

30. The effective date of this Agreement (the “Effective Date”) shall be the date the Agreement has been signed by all Parties.

**II. EPA’S OBLIGATIONS AND COVENANTS**

31. As a condition to this Agreement, EPA Region 1 is contemporaneously issuing to GSP Merrimack, GSP Schiller, and the NGO Parties a letter that: (a) presents and explains EPA’s assessment regarding whether, in addition to issuing the 2024 MK Permit described in Paragraph 14, EPA Region 1 intends in light of current information to modify, reissue, or renew the MK Permit or the Schiller Permit prior to the cessation of operation dates set out in Paragraphs 34 and 35 of this Agreement, as applicable; and (b) describes the information that GSP Merrimack must submit prior to the expiration of the current 2020 MK Permit as the NPDES permit renewal
application package in order for Region 1 to determine that the application is complete so that the 2020 MK Permit is administratively continued in accordance with 40 C.F.R. § 122.6.

32. If, notwithstanding the letter issued under Paragraph 31, EPA Region 1 decides to further modify, reissue, or renew the MK Permit after issuing the final modification (i.e., the 2024 MK Permit) described in Paragraph 14, but prior to the Unit 1 and Unit 2 cessation of operation date delineated in Paragraph 34 of this Agreement, EPA Region 1 shall propose a permit that: (a) includes discharge limitations for the thermal discharge that are the same as or no more stringent than the 2020 Permit Thermal Conditions; and (b) includes flow limits on cooling water withdrawals for impingement and entrainment compliance in lieu of Part I.G.3. and Part I.E. of the 2020 MK Permit (giving reasonable consideration to GSP’s § 316(b) Proposal); unless new, material information arises that requires EPA’s reconsideration and reanalysis of the subpart (a) or (b) permit conditions, as applicable. Should EPA Region 1 receive significant adverse comments on any such draft permit, the agency shall: (y) objectively consider and address all such significant adverse comments received, as required by law; and (z) revise only those provisions of said draft permit as are necessary in light of the adverse comments, in order to comply with the CWA, EPA’s NPDES regulations, and other applicable law.

33. Within ten business days of the EAB granting the NGO Parties’ motion to dismiss their petition in the Schiller EAB Appeal, as described in Paragraph 38 of this Agreement, EPA Region 1 shall promptly issue a final permit decision, pursuant to 40 C.F.R. § 124.19(l)(2), making the 2023 Schiller Permit Modification effective.

III. GSP PARTIES’ OBLIGATIONS AND COVENANTS

34. No later than June 1, 2028, GSP Merrimack shall permanently cease operation of the coal-fired boilers at Merrimack Unit 1 and Unit 2 and the associated cooling water withdrawals; provided however that GSP Merrimack shall permanently cease operation of the coal-fired boilers at Merrimack Unit 1 or Unit 2 and the associated cooling water withdrawals, as applicable, no later than June 1, 2027, if the corresponding Unit does not receive a capacity supply obligation for Forward Capacity Auction (“FCA”) 18 following completion of the final or last annual reconfiguration auction (expected March 2027) associated with the capacity commitment period for FCA 18. GSP Merrimack’s obligation to permanently cease operation of the coal-fired boilers at Merrimack Unit 1 and Unit 2 and the associated cooling water withdrawals described in this Paragraph is contingent upon specific performance of the NGO Parties’ Obligations and Covenants set out in Sections IV and V of this Agreement with respect to Merrimack. Within 10 business days of receipt of the final or last annual reconfiguration auction results for FCA 18, GSP Merrimack shall notify the other Parties whether or not Merrimack Unit 1 or Unit 2 received a capacity supply obligation in that auction.

35. No later than December 31, 2025, GSP Schiller shall permanently cease operation of the boilers at Schiller Unit 4, Unit 5, and Unit 6 and the associated cooling water withdrawals. GSP Schiller’s obligation in this Paragraph is contingent upon: (a) EPA Region 1’s issuance of a final permit decision for the 2023 Schiller Permit Modification as described in Paragraph 33; and (b) specific performance of the NGO Parties’ Obligations and Covenants set out in Section IV of this Agreement with respect to Schiller.
36. The GSP Parties shall not administratively or judicially appeal the 2024 MK Permit referenced in Paragraph 14 or the final Schiller NPDES permit decision referenced in Paragraph 33.

IV. NGO PARTIES’ OBLIGATIONS AND COVENANTS

37. Sierra Club and CLF, in each instance, on its own behalf and on behalf of its present and former parents, subsidiaries, chapters, affiliates, and agents, and the predecessors, successors and assigns of any of them (collectively, the “NGO Waiving Parties”), release and waive, and hereby covenant and agree that such NGO Waiving Parties and each of them will not initiate or pursue in relation to Merrimack or Schiller, any and all Claims against any of the GSP Parties or their subsidiaries, affiliates, directors, officers, employees, attorneys, or successors first accruing or arising, in whole or in part, from any known or knowable acts, events, or omissions occurring prior to and through the Effective Date, including but not limited to Claims that were made or could have been made in the MK CWA Case, the MK NOI, or the Schiller NOI. Further, the NGO Waiving Parties release and waive, and hereby covenant and agree that the NGO Waiving Parties and each of them will not initiate or pursue any and all Claims against EPA or its officers, employees, or successors alleging unreasonable delay in the modification, renewal, or reissuance of the MK Permit or the Schiller Permit prior to the cessation of operation dates in Paragraphs 34 and 35, as applicable. As used in this Agreement, “Claims” means claims, causes of action, demands, actions, or rights of action for damages, penalties, attorneys’ fees, declaratory judgment, or injunctive relief, whether arising under a statute, common law, or other law.

38. Within ten business days of the Effective Date, the NGO Parties shall: (a) withdraw the MK NOI and Schiller NOI Claims by separate letters issued to all recipients of the MK NOI and Schiller NOI, respectively; and (b) file a motion to dismiss their petition in the Schiller EAB Appeal.

39. The NGO Parties shall not submit adverse comments to government agencies in response to or administratively or judicially appeal: (a) the 2024 MK Permit described in Paragraph 14; (b) the final Schiller NPDES permit decision referenced in Paragraph 33; or (c) the draft or final NPDES permit described in Paragraph 32, provided that the terms of such permit reflect Merrimack’s operating profile as a seasonal and not a baseload generator, as did the 2020 MK Permit. The NGO Parties also shall not administratively or judicially appeal any other Federal, State, or local permit, authorization, or regulatory action specifically relating to the continued coal-fired boiler operations of Merrimack or coal-, oil-, or wood-fired operations of Schiller through the cessation of operation dates set out in Paragraphs 34 and 35, as applicable. The NGO Parties do not waive, and expressly reserve, the right to comment on or challenge future Federal, State, or local permits or regulatory actions related to future construction or operation of new infrastructure proposed or developed at the Merrimack or Schiller sites.

V. RESOLUTION OF THE MK CWA CASE, MK FEE MOTION, AND MK MERITS APPEAL

40. The NGO Parties, GSP LLC, and GSP Merrimack agree to each bear their own respective fees and costs incurred in connection with the MK CWA Case and the MK Merits Appeal.
41. Within ten business days of the Effective Date of this Agreement, the NGO Parties shall file an unopposed motion to dismiss the MK Merits Appeal with prejudice, pursuant to Federal Rule of Appellate Procedure 42. Upon dismissal of the MK Merits Appeal, GSP LLC and GSP Merrimack shall withdraw, and shall not re-file, the MK Fee Motion.

VI. GENERAL PROVISIONS

42. The Parties acknowledge that wastewater or stormwater flows that are generated in the absence of boiler operations will continue to be discharged at Merrimack and Schiller after the permanent cessation of coal-fired boiler operations and the associated cooling water withdrawals described in Paragraphs 34 and 35 (e.g., landfill leachate and previously-generated BATW), as authorized by the MK Permit and the Schiller Permit, and that nothing in this Agreement revokes or alters such authorization after the cessation of coal-fired boiler operations and the associated cooling water withdrawals. In addition, EPA Region 1 reserves its discretion to reissue the MK and Schiller permits to address any discharges that continue after the cessation of operation dates delineated in Paragraphs 34 and 35.

43. The Parties acknowledge and agree that this Agreement is not, and shall not be treated or designated as, a consent decree, and shall not be submitted to a court or other tribunal for approval. The Parties acknowledge and agree that a violation of this Agreement does not constitute a violation of any applicable Federal, State, or local statute, law, regulation, ordinance, rule, judgment, order, decree, or permit. The Parties acknowledge and agree that the exclusive recourse and remedy for any breach of this Agreement is to seek, in a proper case, injunctive relief for said breach. No action for enforcement of this agreement may be brought prior to thirty (30) days after written notice of an alleged breach has been served on the allegedly breaching Party requesting such Party to cure the alleged breach, except in situations where time is of the essence, in which case a period of seven (7) days shall apply. Such request to cure the alleged breach shall not be unreasonably refused. The Parties further agree that this Agreement shall not be filed with any court, agency, government body, administrative body, tribunal, administrative law judge(s), or the EAB, unless necessary to enforce specifically the terms and provisions of this Agreement.

44. The terms of this Agreement may be modified only by a subsequent written agreement signed by the Parties.

45. This Agreement does not limit, enlarge, or affect the rights of any Party to this Agreement as against any third parties.

46. This Agreement constitutes the final, complete and exclusive agreement and understanding between the Parties with respect to the settlement embodied herein. No document, representation, inducement, agreement, understanding, or promise constitutes any part of this Agreement, nor shall they be used in construing the terms hereof.

47. Each undersigned representative of the Parties certifies that he or she is fully authorized to enter into the terms and conditions of this Agreement and to execute and legally bind to this document the Party he or she represents.
48. In interpreting any provision of this Agreement, no weight shall be given to, nor shall any construction or interpretation be influenced by, the fact that counsel for one of the Parties drafted this Agreement, each Party recognizing that it and its counsel have had an opportunity to review this Agreement and have contributed to the final form of this Agreement. Unless otherwise specified, the word “or” shall also mean “and/or” throughout this Agreement.

49. This Agreement may be signed in counterparts, and such counterpart signature pages shall be given full force and effect.

50. All communications relating to the execution and implementation of this Agreement shall be directed in writing by United States mail and by electronic mail to the following recipients:

For Sierra Club:

Zachary M. Fabish, Esq.
50 F Street NW, 8th Floor
Washington, D.C. 20001
zachary.fabish@sierraclub.org

For CLF:

Thomas F. Irwin, Esq.
Conservation Law Foundation
27 North Main Street
Concord, New Hampshire 03301
tirwin@clf.org

For the GSP Parties:

James Andrews
431 River Road
Bow, New Hampshire 03304
james.andrews@granitighthousepower.com

For EPA Region 1:

Ellen Weitzler
EPA Region 1
5 Post Office Square, Suite 100
Boston, MA 02109
Weitzler.Ellen@epa.gov

[Signature Pages to Follow]
For The Sierra Club, Inc.:

Zachary M. Fabish, Senior Attorney
Date: ____________________________

For Conservation Law Foundation, Inc.:

Thomas F. Irwin, Vice President, New Hampshire Conservation Law Foundation
Date: ____________________________

For Granite Shore Power LLC:

James Andrews, President
Date: ____________________________

For GSP Merrimack LLC:

James Andrews, President
Date: ____________________________

For GSP Schiller LLC:

James Andrews, President
Date: ____________________________

For EPA Region 1:

David W. Cash, Regional Administrator
Date: March 27, 2024
For The Sierra Club, Inc.:

Zachary M. Fabish, Senior Attorney
Date: 

For Conservation Law Foundation, Inc.:

Thomas F. Irwin, Vice President, New Hampshire Conservation Law Foundation
Date: 

For Granite Shore Power LLC:

James Andrews, President
Date: 27 March 2024

For GSP Merrimack LLC:

James Andrews, President
Date: 27 March 2024

For GSP Schiller LLC:

James Andrews, President
Date: 27 March 2024

For EPA Region 1:

David W. Cash, Regional Administrator
Date: 
For The Sierra Club, Inc.:

Zachary M. Fabish, Senior Attorney
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Thomas F. Irwin, Vice President, New Hampshire Conservation Law Foundation
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Date: _______________________
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Zachary M. Fabish, Senior Attorney  
Date: ____________________________

For Conservation Law Foundation, Inc.:

Thomas F. Irwin, Vice President, New Hampshire Conservation Law Foundation  
Date: 3/27/24  

For Granite Shore Power LLC:

James Andrews, President  
Date: ____________________________

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James Andrews, President  
Date: ____________________________

For GSP Schiller LLC:

James Andrews, President  
Date: ____________________________

For EPA Region 1:

David W. Cash, Regional Administrator  
Date: ____________________________