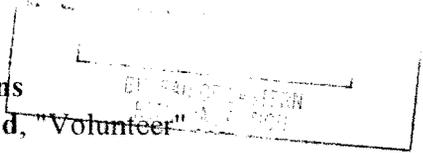


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NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

In the Matter of the Implementation of a  
**Voluntary Cleanup Agreement**  
for: **Certain Long Island Rail Road Electric Substations**  
by: **Metropolitan Transportation Authority/Long Island Rail Road, "Volunteer"**  
Index Nos. W1-0993-04-04 (Region 1)  
W2-0994-04-04 (Region 2)



**WHEREAS**, the Department is responsible for the enforcement of the ECL and the NL and such laws provide the Department authority to enter into this Agreement;

**WHEREAS**, the Department has established a Voluntary Cleanup Program to address the environmental, legal, and financial barriers that hinder the redevelopment and reuse of contaminated properties;

**WHEREAS**, Volunteer represents, and the Department relied upon such representations in entering into this Agreement, that Volunteer, Metropolitan Transportation Authority/Long Island Rail Road, is the owner and operator of the electric substations covered by this Agreement and specified in Exhibit "A". The electric substations once utilized mercury rectifiers to power the locomotive and electric passenger rail road. In or about the 1980's, the mercury rectifiers were taken out of service and replaced with equipment that did not utilize mercury;

**WHEREAS**, the parties are entering into this Agreement in order to set forth a process through which the Department will approve and the Volunteer will implement activities designed to address in whole or in part environmental contamination at the Site; and

**WHEREAS**, the Department has determined that it is in the public interest to enter into this Agreement as a means to address environmental issues at the Site with public funds while ensuring the protection of human health and the environment;

**NOW, THEREFORE**, IN CONSIDERATION OF AND IN EXCHANGE FOR THE MUTUAL COVENANTS AND PROMISES, THE PARTIES AGREE TO THE FOLLOWING:

I. Site Specific Definitions

For purposes of this Agreement, the terms set forth in the Glossary attached to, and made a part of, this Agreement shall have the meanings ascribed to them in that Glossary. In addition, for purposes of this Agreement, the following terms shall have the following meanings:

A. "Contemplated Use": Restricted industrial, with the specific use continuing to be substations providing electrical power for the operation of trains, train signals, and communication equipment along Long Island Rail Road, with the exception of the Shea substation which will be demolished and the Valley Stream substation which will be used for LIRR Substation uses or storage.

B. "Existing Contamination": Mercury contamination. The details of the contamination is contained in the Site Assessment of 20 Substations for Mercury Contamination: Interim Remedial Measures Oversight Report dated January 2001 and the Site Assessment of 20 Substations for Mercury Contamination dated December 2000, both of which were prepared by Dvirka and Bartilucci Consulting Engineers, Woodbury, New York for Metropolitan Transportation Authority/Long Island Rail Road. The term also includes contamination identified during the implementation of this Agreement, the nature and extent of which was unknown or insufficiently characterized as of the effective date of this Agreement, but which shall have been fully characterized and addressed to the Department's satisfaction.

C. "Site": The individual parcels of real property listed in Exhibit "A", or (ii) the individual properties collectively when the context of this Agreement requires such construction to give full meaning to this Agreement.

Detailed metes and bounds description of the Site must be provided by the Volunteer to the Department prior to issuance of the Release and Covenant Not to Sue provided for in Subparagraph II.H. and no later than the submission of the final report for the Remedial Action Work Plan;

D. "Volunteer": Metropolitan Transportation Authority/ Long Island Rail Road, the owner and operator of the Site, with offices at Hillside Support Facility. Department 3147, 93-59 183<sup>rd</sup> Street, Hollis, New York 11423.

## II. Development, Performance and Reporting of Work Plans

### A. Work Plan Labels

The work plans ("Work Plan" or "Work Plans") under this Agreement shall be captioned as follows:

1. "Investigation Work Plan" if the Work Plan provides for the investigation of the nature and extent of contamination at the Site;
2. "IRM Work Plan" if the Work Plan provides for an interim remedial measure;
3. "Remedial Action Work Plan" if the Work Plan provides for the Site's remediation to cleanup levels sufficient to allow for the Contemplated Use of the Site; or
4. "OM&M Work Plan" if the Work Plan provides for post-remedial construction operation, maintenance, and/or monitoring.

### B. Submission/Implementation of Work Plans

1. The first proposed Work Plan to be submitted under this Agreement shall be submitted within forty (40) Days after the effective date of this Agreement. The Department acknowledges that the Volunteer has already submitted a Substation Delineation Phase II Site Assessment/Remedial Investigation Feasibility Study Work Plan. Thereafter, the Volunteer can submit such other and additional work plans it deems appropriate.

2. A proposed Work Plan shall be submitted for the Department's review and approval and shall include, at a minimum, a chronological description of the anticipated activities, a schedule for performance of those activities, and sufficient detail to allow the Department to evaluate that Work Plan. A Professional Engineer must prepare, sign, and seal all Work Plans other than an Investigation Work Plan. Upon the Department's written approval of a Work Plan, such Department-approved Work Plan shall be incorporated into and become an enforceable part of this Agreement and shall be implemented in accordance with the schedule contained therein. If the Department disapproves a Work Plan, the reasons for such disapproval shall be provided in writing. In the event the Department disapproves a Work Plan, within twenty (20) Days after receiving written notice of such disapproval, Volunteer shall elect in writing to: (i) modify or expand it; (ii) complete any other Department-approved Work Plan(s); (iii) invoke dispute resolution pursuant to Paragraph XIII; or (iv) terminate this Agreement pursuant to Subparagraph XII.A.

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

C. Revisions to Work Plans

If revisions to a Work Plan are required to satisfy the objectives of such Work Plan, the parties will negotiate revisions which shall be attached to and incorporated into the relevant Work Plan and which shall be enforceable under this Agreement. If the parties cannot agree upon revisions to the relevant Work Plan, then unless the Volunteer invokes dispute resolution pursuant to Paragraph XIII, either party may terminate this Agreement pursuant to Subparagraph XII.A.

D. Submission of Final Reports

1. In accordance with the schedule contained in a Work Plan, Volunteer shall submit a final report which includes the caption of that Work Plan on the cover page. The final report pertaining to that Work Plan's implementation shall include but not be limited to: all data generated relative to the Site and all other information obtained as part of the implementation of the subject Work Plan; all of the assessments and evaluations required by the subject Work Plan; a statement of any additional data that must be collected; and "as-built" drawings, to the extent necessary, showing all changes made during construction. Additionally, the final report for an Investigation Work Plan shall contain a certification by the person with primary responsibility for the day to day performance of the activities under this Agreement that those activities were performed in full accordance with the Investigation Work Plan, and all other Work Plan final reports must contain such certification made by a Professional Engineer with primary responsibility for the day to day performance of the activities under this Agreement that all such activities were performed in full accordance with the Department approved Work Plan.

2. An OM&M Work Plan, if necessary, shall be submitted in accordance with the schedule set forth in the IRM Work Plan or Remedial Action Work Plan.

E. Review of Submittals other than Work Plans

1. The Department shall timely notify Volunteer in writing of its approval or disapproval of each submittal other than a Work Plan. All Department-approved submittals shall be incorporated into and become an enforceable part of this Agreement.

2. If the Department disapproves a submittal covered by this subparagraph, it shall specify the reasons for its disapproval and may request Volunteer to modify or expand the submittal. Within twenty (20) Days after receiving written notice that Volunteer's submittal has been disapproved, Volunteer shall elect in writing to either (i) modify or expand it; (ii) complete any other Department-approved Work Plan(s); (iii) invoke dispute resolution pursuant to Paragraph XIII; or (iv) terminate this Agreement pursuant to Subparagraph XII.A. If Volunteer submits a revised submittal and it is disapproved, the Department and Volunteer may pursue whatever remedies may be available under this Agreement or under law.

3. Within sixty (60) Days of the Department's approval of a final report, or as otherwise provided for in the Work Plan, Volunteer shall submit such additional Work Plans as it proposes to implement. Failure to submit any additional Work Plans within such period shall, unless other Work Plans are under review by the Department or being implemented by Volunteer, result in the termination of this Agreement pursuant to Subparagraph XII.B.

4. All approved final reports shall be submitted to the Department in an electronic format acceptable to the Department within thirty (30) Days of approval of such final report. If any document cannot be converted into electronic format, Volunteer shall so advise the Department and, if the Department concurs, submit such document in an alternative format acceptable to the Department.

F. Department's Determination of Need for Remediation

The Department will determine upon its approval of each final report dealing with the investigation of the Site whether remediation, or additional remediation as the case may be, is needed to allow the Site to be used for the Contemplated Use.

1. The Department shall timely notify Volunteer if it determines that remediation, or additional remediation, is not needed to allow the Site to be used for the Contemplated Use. If the Department determines that additional remediation is not needed and such determination is based upon use restrictions, Volunteer shall cause to be filed a Declaration of Covenants and Restrictions in accordance with Paragraph X within sixty (60) Days of receipt of the Department's determination. Upon receipt of a copy of such instrument, the Department will provide Volunteer with the Release described in Subparagraph II.H.

2. If the Department determines that remediation, or additional remediation, is needed to allow the Site to be used for the Contemplated Use, Volunteer may elect to submit for review and approval a proposed Work Plan (or a revision to an existing Remedial Action Work Plan for the Site) which addresses the remediation of Existing Contamination. Such proposed Work Plan shall include, among other requirements, an evaluation of the proposed

remedy considering the factors set forth in 6 NYCRR 375-1.10(c)(1) through (c)(6), excluding consideration of cost-effectiveness. At a minimum, the remedial activities contemplated by the proposed Work Plan must eliminate or mitigate all significant threats to the public health and/or the environment and must result in the Site being protective of public health and the environment for the Contemplated Use. The Department will notice a proposed Work Plan addressing the Site's remediation for public comment in accordance with Subparagraph II.G of this Agreement. If Volunteer elects not to develop a Work Plan under this Subparagraph or either party concludes that a mutually acceptable Work Plan under this Subparagraph cannot be negotiated, then this Agreement shall terminate in accordance with Subparagraph XII.A

G. Notice of Proposed Work Plan for the Site's Remediation

Whenever a Work Plan for the Site's remediation (other than an IRM Work Plan) is proposed, the Department will timely publish a notice in the Environmental Notice Bulletin to inform the public of the opportunity to submit comments on the proposed Work Plan within thirty (30) Days after the date of the issue in which the notice appears. The Department shall timely mail an equivalent notice to the municipalities in which the individual sites are located.. The Department shall timely notify Volunteer following the close of the public comment period whether the proposed Work Plan needs to be revised. If the Department determines that revisions are necessary for Site conditions to be protective of the public health or the environment based upon the Contemplated Use, Volunteer agrees to negotiate revisions to the proposed Work Plan in accordance with Paragraph II.C. If either party concludes that such revisions cannot be negotiated, then this Agreement shall terminate in accordance with Subparagraph XII. If the Department determines that no revisions are required, then the Work Plan shall be attached hereto as Exhibit "B."

H. Release and Covenant Not to Sue

Upon the Department's determination that (i) Volunteer is in compliance with the Agreement; (ii) no requirements other than those remedial actions, exclusive of OM&M activities, already conducted at the Site, if any, are necessary to assure that Site conditions are protective of the public health and the environment based upon the Contemplated Use; and (iii) Volunteer has complied, if required, with Paragraph X, the Department shall timely provide Volunteer with the Release and Covenant Not to Sue attached hereto as Exhibit "C," subject to the terms and conditions stated therein.

I. Submission of Annual Reports, if required

In the event that the remedy for the Site, if any, or any Work Plan for the Site requires operation, maintenance, and monitoring (OM&M), including reliance upon institutional or engineering controls, Volunteer shall cause the filing of an annual report by the 1<sup>st</sup> Day of the month following the anniversary of the start of the OM&M. Volunteer shall file such annual report until the Department determines that the Site can be closed out and so notifies Volunteer in writing. Such annual report shall be signed by a Professional Engineer and shall contain a certification that any institutional and engineering controls put in place pursuant to this Agreement are still in place, have not been materially altered, and are still effective in achieving

their objectives. Volunteer shall notify the Department within twenty-four (24) hours of discovery of any upset, interruption, or termination of one or more controls without the prior approval of the Department. Further, Volunteer shall take all actions required by the Department to maintain conditions at the Site that achieve the objectives of the remedy and/or the Work Plan and are protective of public health and the environment. An explanation of such upset, interruption, or termination of one or more controls and the steps taken in response shall be included in the foregoing notice and in the annual report required by this Subparagraph as well as in any progress reports required by Paragraph III. Volunteer can petition the Department for a determination that the institutional and/or engineering controls may be terminated. Such petition must be supported by a Professional Engineer stating that such controls are no longer necessary for the protection of public health and the environment. The Department shall not unreasonably withhold its approval of such petition.

### III. Progress Reports

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

### IV. Enforcement

This Agreement shall be enforceable as a contractual agreement under the laws of the State of New York. Volunteer shall not suffer any penalty or be subject to any proceeding or action if it cannot comply with any requirement of this Agreement as a result of a Force Majeure Event provided it notifies the Department in writing within ten (10) Working Days of when it obtains knowledge of any such event. Volunteer shall include in such notice the measures taken and to be taken to prevent or minimize any delays and shall request an appropriate extension or modification of this Agreement. Volunteer shall have the burden of proving by a preponderance of the evidence that an event qualifies as a Force Majeure Event pursuant to this Paragraph.

### V. Entry upon Site

A. Volunteer hereby consents, upon reasonable notice under the circumstances presented, to entry upon the Site or areas in the vicinity of the Site which may be under the control of Volunteer, by any duly designated officer or employee of the Department or any State agency having jurisdiction with respect to the matters addressed in a Department-approved Work

Plan, and by any agent, consultant, contractor or other person so authorized by the Commissioner, all of whom shall abide by the health and safety rules in effect for the Site, for (i) inspecting, sampling, and copying records related to the contamination at the Site; (ii) implementing the activities under this Agreement; and (iii) testing and any other activities necessary to ensure Volunteer's compliance with this Agreement. Upon request, Volunteer shall (i) provide the Department with suitable office space at the Site, including access to a telephone, to the extent available; and (ii) permit the Department full access to all non-privileged records relating to matters addressed by this Agreement. Raw data is not considered privileged and that portion of any privileged document containing raw data must be provided to the Department.

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

#### VI. Payment of State Costs

A. Within forty-five (45) Days after receipt of an itemized invoice from the Department, Volunteer shall pay to the Department a sum of money which shall represent reimbursement for State Costs for work performed at or in connection with the Site prior to the effective date of this Agreement, as well as for negotiating this Agreement, and all costs associated with this Agreement, through and including the Termination Date.

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

C. Such invoice shall be sent to Volunteer at the following address:

William P. Keenan  
Environmental Engineer  
Long Island Rail Road  
90-27 Sutphin Boulevard, 4<sup>th</sup> Floor  
Department 0435  
Jamaica, New York 11435

D. Each such payment shall be made payable to the Department of Environmental Conservation and shall be sent to: Bureau of Program Management, Division of Environmental Remediation, New York State Department of Environmental Conservation, 625 Broadway, Albany, NY 12233-7010.

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

F. Volunteer may contest, in writing, invoiced costs under Subparagraph VI.A if it believes (i) the cost documentation contains clerical, mathematical, or accounting errors; (ii) the costs are not related to the State's activities reimbursable under this Agreement; or (iii) the Department is not otherwise legally entitled to such costs. If Volunteer objects to an invoiced cost, Volunteer shall pay all costs not objected to within the time frame set forth in Subparagraph VI.A and shall, within thirty (30) Days of receipt of an invoice, identify in writing all costs objected to and identify the basis of the objection. This objection shall be filed with the BPM Director. The BPM Director or the BPM Director's designee shall have the authority to relieve Volunteer of the obligation to pay invalid costs. Within forty-five (45) Days of the Department's determination of the objection, Volunteer shall pay to the Department the amount which the BPM Director or the BPM Director's designee determines Volunteer is obligated to pay or commence an action or proceeding seeking appropriate judicial relief.

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

## VII. Reservation of Rights

A. 1. Except as provided in the Release and Covenant Not to Sue (Exhibit "C") after its issuance and except as provided in Subparagraph VII.A.2, nothing contained in this Agreement shall be construed as barring, diminishing, adjudicating, or in any way affecting any of the Department's rights or authorities, including, but not limited to, the right to recover natural resource damages, the right to take any investigatory or remedial action deemed necessary, and the right to exercise summary abatement powers with respect to any person, including Volunteer.

2. Except for the Department's right to take any investigatory or remedial action deemed necessary as a result of a significant threat resulting from the Existing Contamination or to exercise summary abatement powers, the Department shall not take any enforcement action under ECL Article 27, Title 13, under CERCLA, under the NL, or under comparable statutory or common law theories of remedial liability with respect to the Existing Contamination, to the extent that such contamination is being addressed under the Agreement, against Volunteer or Volunteer's grantees, successors, or assigns during the implementation of this Agreement, provided such party is in compliance with the terms and provisions of this Agreement, including, without limitation, the requirements of all Work Plans and amendments thereto.

B. Except as otherwise provided in this Agreement, Volunteer specifically reserves all rights and defenses under applicable law to contest, defend against, dispute, or disprove any actions, proceedings, allegations, assertions, determination, or order of the Department, including any assertion of remedial liability by the Department against Volunteer, and further reserves all rights including the rights to notice, to be heard, to appeal, and to any other due process

respecting any action or proceeding by the Department, including the enforcement of this Agreement. The existence of this Agreement or Volunteer's compliance with it shall not be construed as an admission of any liability, fault, wrongdoing, or violation of law by Volunteer, and shall not give rise to any presumption of law or finding of fact which shall inure to the benefit of any third party.

C. Except as provided in Subparagraph XIV.O, Volunteer reserves such rights as it may have to seek and obtain contribution, indemnification, and/or any other form of recovery from its insurers and from other potentially responsible parties or their insurers, for past or future response and/or cleanup costs or such other costs or damages arising from contamination at the Site as provided under applicable law.

### VIII. Indemnification

Volunteer shall indemnify and hold the Department, the State of New York, and their representatives and employees harmless for all claims, suits, actions, damages, and costs of every name and description arising out of or resulting from the fulfillment or attempted fulfillment of this Agreement by Volunteer prior to the Termination Date except for liability arising from (i) vehicular accidents occurring during travel to or from the Site; or (ii) from willful, wanton, or malicious acts or omissions, or acts or omissions constituting gross negligence or criminal behavior by the Department, the State of New York, and/or their representatives and employees during the course of any activities conducted pursuant to this Agreement. The Department shall provide Volunteer with written notice no less than thirty (30) Days prior to commencing a lawsuit seeking indemnification pursuant to this Paragraph.

### IX. Public Notice

A. Within thirty (30) Days after the effective date of this Agreement, Volunteer shall cause to be filed a Department-approved Notice of Agreement, which Notice shall be substantially similar to the Notice of Agreement attached to this Agreement as Exhibit "D," with the County Clerk in the county in which the Site is located (or the City Register if the Site is located in Manhattan, Bronx, Kings or Queens County) to give all parties who may acquire any interest in the Site notice of this Agreement. Within thirty (30) Days of such filing (or such longer period of time as may be required to obtain a certified copy provided Volunteer advises the Department of the status of its efforts to obtain same within thirty (30) Days), Volunteer shall provide the Department with a copy of such instrument certified by such County Clerk (or the City Register) to be a true and faithful copy. Volunteer may terminate such Notice on or after the Termination Date of this Agreement.

B. If Volunteer proposes to convey the whole or any part of Volunteer's ownership interest in the Site, or becomes aware of such conveyance, Volunteer shall, not fewer than forty-five (45) Days before the date of conveyance or within forty-five (45) Days after becoming aware of such conveyance, notify the Department in writing of the identity of the transferee and of the nature and proposed date of the conveyance, and shall notify the transferee in writing, with a copy to the Department, of the applicability of this Agreement. However, such obligation shall

not extend to the granting of any rights under any mortgage, deed, trust, assignment, judgment, lien, pledge, security agreement, lease, or any other right accruing to a person not affiliated with Volunteer to secure the repayment of money or the performance of a duty or obligation.

X. Declaration of Covenants and Restrictions

A. Within thirty (30) Days after the Department's approval of a Work Plan which relies upon one or more institutional controls, or within thirty (30) Days after the Department's determination pursuant to Subparagraph II.F.1 that additional remediation is not needed based upon use restrictions, Volunteer shall submit to the Department for approval a Declaration of Covenants and Restrictions to run with the land which provides for covenants and restrictions consistent with the Work Plan. The submittal shall be substantially similar to Exhibit "E." Volunteer shall cause such instrument to be recorded with the County Clerk (or the City Register) in the county in which the Site is located within thirty (30) Days after the Department's approval of such instrument. Volunteer shall provide the Department with a copy of such instrument certified by the County Clerk (or the City Register) to be a true and faithful copy within thirty (30) Days of such recording (or such longer period of time as may be required to obtain a certified copy provided Volunteer advises the Department of the status of its efforts to obtain same within such 30 Day period).

B. Volunteer or the owner of the Site may petition the Department to modify or terminate the Declaration of Covenants and Restrictions filed pursuant to this Paragraph at such time as it can certify that the Site is protective of human health and the environment for residential uses without reliance upon the restrictions set forth in such instrument. Such certification shall be made by a Professional Engineer. The Department will not unreasonably withhold its consent.

XI. Communications

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

1. Communication from Volunteer shall be sent to:

Guy Bobersky (Region 1 Sites)  
Robert Cozzy (Region 2 Sites)  
Project Supervisor  
New York State Department of Environmental Conservation  
Division of Environmental Remediation  
625 Broadway  
Albany, New York 12233-7015

Note: four copies (one unbound) of work plans are required to be sent.

Richard Fedigan (Region 1 Sites)  
Geoffrey Laccetti (Region 2 Sites)  
Project Supervisor  
Bureau of Environmental Exposure Investigation  
New York State Department of Health  
Flanigan Square  
547 River Street  
Troy, New York 12180-2216

Note: two copies of work plans are required to be sent, and

Denise J. D'Ambrosio  
Project Attorney  
Division of Environmental Enforcement  
New York State Department of Environmental Conservation  
200 White Plains Road - 5<sup>th</sup> Floor  
Tarrytown, New York 10591-5805

2. Communication from the Department to Volunteer shall be sent to:

William P. Keenan  
Environmental Engineer  
Long Island Rail Road  
90-27 Sutphin Boulevard, 4<sup>th</sup> Floor  
Department 0435  
Jamaica, New York 11435

Lewis D. Wunderlich  
Environmental Engineer  
Long Island Rail Road  
Hillside Support Facility, Department 3147  
93-59 183<sup>rd</sup> Street  
Hollis, New York 11423

Colleen J. Channer  
Associate Environmental Counsel  
Metropolitan Transportation Authority  
347 Madison Avenue  
New York, New York 10017-3739

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

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

## XII. Termination of Agreement

A. 1. Volunteer may elect in writing to terminate this Agreement without cause while the Department may only elect to terminate this Agreement for cause, which shall be established so long as the Department's stated reason is not arbitrary and capricious. The Department shall include in its notice of termination the basis for its election to terminate this Agreement.

2. In the event of either party's election to terminate this Agreement, this Agreement shall terminate effective the 5th Day after the non-terminating party's receipt of the written notification terminating this Agreement, except that such termination shall not affect the provisions contained in Paragraphs IV, VI and VIII and in Subparagraph XIV.●, nor Volunteer's obligation to ensure that it does not leave the Site in a condition, from the perspective of human health and environmental protection, worse than that which prevailed before any activities were commenced under this Agreement, which provisions and obligation shall survive the termination of this Agreement.

B. Notwithstanding Subparagraph XII.A, this Agreement shall terminate without notice in the event that Volunteer fails to submit additional Work Plans in accordance with Subparagraph II.E, unless other Work Plans are under review by the Department or being implemented by Volunteer.

## XIII. Dispute Resolution

A. If Volunteer disagrees with the Department's notice of disapproval of a submittal or a proposed Work Plan, disapproval of a final report, nullification of this Agreement pursuant to Subparagraph XIV.A.2, or rejection of Volunteer's assertion of a Force Majeure Event, Volunteer may, within thirty (30) Days of receipt of such notice, request in writing informal negotiations with the Department in an effort to resolve the dispute. A copy of such request shall be sent by Volunteer to the appropriate Remedial Bureau Chief in the Department's Central ●office. The Department and Volunteer shall consult together in good faith and exercise best efforts to resolve any differences or disputes without resort to the procedures described in Subparagraph XIII.B. The period for informal negotiations shall not exceed thirty (30) Days from Volunteer's request for informal negotiations. If the parties cannot resolve a dispute by informal negotiations during this period, the Department's position shall be considered binding unless Volunteer notifies the Department in writing within thirty (30) Days after the conclusion of the thirty (30) Day period for informal negotiations that it invokes the dispute resolution provisions provided under Subparagraph XIII.B.

B. 1. Volunteer shall file with the "●H&M" a request for formal dispute resolution and a written statement of the issues in dispute, the relevant facts upon which the

dispute is based, factual data, analysis, or opinion supporting its position, and all supporting documentation upon which Volunteer relies (hereinafter called the "Statement of Position"). A copy of such request and written statement shall be provided contemporaneously to the Director and to the parties listed under Subparagraph XI.A.1.

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

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

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

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

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

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

#### XIV. Miscellaneous

A. 1. Volunteer hereby certifies that all information known to Volunteer and all information in the possession or control of Volunteer and its agents which relates in any way to the contamination existing at the Site on the effective date of this Agreement, and to any past or potential future release of hazardous substances, pollutants, or contaminants at or from the Site, and to its application for this Agreement, has been fully and accurately disclosed to the Department in conjunction with the Volunteer's application for the Voluntary Cleanup Program.

2. If the information provided and certifications made by Volunteer are not materially accurate and complete, this Agreement, except with respect to the provisions of Paragraphs IV, VI and VIII and Subparagraph XIV.O, at the sole discretion of the Department, shall be null and void *ab initio* fifteen (15) Days after the Department's notification of such inaccuracy or incompleteness or fifteen (15) Days after issuance of a final decision resolving a dispute pursuant to Paragraph XIII, whichever is later, and the Department shall reserve all rights that it may have, unless, however, Volunteer submits information within that fifteen (15) Day time period indicating that the information provided and the certifications made were materially accurate and complete.

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

C. Volunteer shall use "best efforts" to obtain all Site access, permits, easements, rights-of-way, rights-of-entry, approvals, institutional controls, or authorizations necessary to perform Volunteer's obligations under this Agreement, except that the Department may exempt Volunteer from the requirement to obtain any permit issued by the Department for any activity that is conducted on the Site and that the Department determines satisfies all substantive technical requirements applicable to like activity conducted pursuant to a permit. If, despite Volunteer's best efforts, any access, permits, easements, rights-of-way, rights-of-entry, approvals, institutional controls, or authorizations required to perform this Agreement are not obtained within forty-five (45) Days after the effective date of this Agreement or within forty-five (45) Days after the date the Department notifies Volunteer in writing that additional access beyond that previously secured is necessary, Volunteer shall promptly notify the Department, and shall include in that notification a summary of the steps Volunteer has taken to obtain access. The Department may, as it deems appropriate and within its authority, assist Volunteer in obtaining access. If an interest in property is needed to implement an institutional control required by a Work Plan and such interest cannot be obtained, the Department may require Volunteer to modify the Work Plan pursuant to Subparagraph II.C of this Agreement to reflect changes necessitated by the lack of access and/or approvals.

D. Volunteer shall not be considered an operator of the Site solely by virtue of having executed and/or implemented this Agreement.

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

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

G. 1. The terms of this Agreement shall constitute the complete and entire agreement between the Department and Volunteer concerning the implementation of the activities required by this Agreement. No term, condition, understanding, or agreement purporting to modify or vary any term of this Agreement shall be binding unless made in writing and subscribed by the party to be bound. No informal advice, guidance, suggestion, or comment by the Department shall be construed as relieving Volunteer of Volunteer's obligation to obtain such formal approvals as may be required by this Agreement. In the event of a conflict between the terms of this Agreement and any Work Plan submitted pursuant to this Agreement, the terms of this Agreement shall control over the terms of the Work Plan(s) attached as Exhibit "B." Volunteer consents to and agrees not to contest the authority and jurisdiction of the Department to enter into or enforce this Agreement.

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

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

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

H. 1. If there are multiple parties signing this Agreement, the term "Volunteer" shall be read in the plural where required to give meaning to this Agreement. Further, the obligations of Volunteers under this Agreement are joint and several and the insolvency of or failure by any Volunteer to implement any obligations under this Agreement

shall not affect the obligations of the remaining Volunteer(s) to carry out the obligations under this Agreement.

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

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

I. Except as provided in Subparagraph XIV.O, and to the extent authorized under 42 U.S.C. Section 9613, New York General Obligations Law Section 15-108, and any other applicable law, Volunteer shall be deemed to have resolved its liability to the State for purposes of contribution protection provided by CERCLA Section 113(f)(2) for “matters addressed” pursuant to and in accordance with this Agreement. “Matters addressed” in this Agreement shall mean all response actions taken to implement this Agreement for the Site and all response costs incurred and to be incurred by any person or party in connection with the work performed under this Agreement, which costs have been paid by Volunteer, including reimbursement of State Costs pursuant to this Agreement.

J. Volunteer, Volunteer’s grantees, lessees, sublessees, successors, and assigns shall be bound by this Agreement. Any change in ownership of Volunteer including, but not limited to, any transfer of assets or real or personal property, shall in no way alter Volunteer’s responsibilities under this Agreement.

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

L. Unless otherwise expressly provided herein, terms used in this Agreement which are defined in ECL Article 27, Title 13 or in regulations promulgated under such statute shall have the meaning assigned to them under said statute or regulations. Whenever terms listed in

the Glossary attached hereto are used in this Agreement or in the attached Exhibits, the definitions set forth in the Glossary shall apply. In the event of a conflict, the definition set forth in the Glossary shall control.

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

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

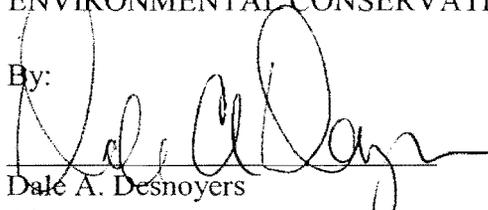
O. Volunteer and Volunteer's employees, servants, agents, lessees, sublessees, grantees, successors, and assigns hereby waive any right to pursue reimbursement of monies expended by Volunteer prior to the Termination Date as against the State or the Spill Fund, and agree to indemnify and hold harmless the Spill Fund from any and all legal or equitable claims, suits, causes of action, or demands whatsoever with respect to the Site that any of same has or may have as a result of Volunteer's entering into or fulfilling the terms of this Agreement with respect to the Site.

P. The effective date of this Agreement is the 10<sup>th</sup> Day after the date it is signed by the Commissioner or the Commissioner's designee.

DATED: NOV - 1 2004

ERIN M. CROTTY, COMMISSIONER  
NEW YORK STATE DEPARTMENT OF  
ENVIRONMENTAL CONSERVATION

By:

  
Dale A. Desnoyers

Director

Division of Environmental Remediation

CONSENT BY VOLUNTEER

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

Metropolitan Transportation Authority/Long Island Rail Road

By: Jose R. Fernandez

Title: Vice President - System Safety/Security

Date: Aug 20, 2004

STATE OF NEW YORK )

) s.s.:

COUNTY OF )

**ANN MARIE NICOLETTI**  
Notary Public, State of New York  
No. 01NI5013948  
Qualified in Suffolk County  
Commission Expires July 15, 2007

On the 20<sup>th</sup> day of Aug, in the year 2004, before me, the undersigned, personally appeared Jose R. Fernandez, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Ann Marie Nicoletti

Signature and Office of individual taking acknowledgment

**EXHIBIT "A"**

**Site List, Description and Map**

**EXHIBIT "B"**

**Department-Approved Work Plan(s)**

## EXHIBIT "C"

### Release and Covenant Not to Sue

Unless otherwise specified in this letter, all terms used in this letter shall have the meaning assigned to them under the terms of the Voluntary Cleanup Agreement entered into between the New York State Department of Environmental Conservation (the "Department") and Metropolitan Transportation Authority/Long Island Rail Road ("Volunteer"), Index Nos. W1-0993-04-04 (Region 1), W2-0994-04-04 (Region 2) (the "Agreement").

The Department is pleased to report that the Department is satisfied that the Agreement's Work Plan(s) relative to the Site, located at \_\_\_\_\_ has been successfully implemented.

The Department therefore, hereby releases and covenants not to sue, and shall forbear from bringing any action, proceeding, or suit pursuant to the Environmental Conservation Law, the NL or the State Finance Law, and from referring to the Attorney General any claim for recovery of costs incurred by the Department, against Volunteer and Volunteer's lessees and sublessees, grantees, successors, and assigns, and their respective secured creditors, for the further investigation and remediation of the Site, based upon the release or threatened release of Covered Contamination, provided that (a) timely payments of the amounts specified in Paragraph VI of the Agreement continue to be or have been made to the Department, (b) appropriate deed restrictions remain recorded in accordance with Paragraph X of the Agreement, and (c) Volunteer and/or its' lessees, sublessees, successors, or assigns promptly commence and diligently pursue to completion the Work Plan providing for OM&M, if any. Nonetheless, the Department hereby reserves all of its rights concerning, and such release and covenant not to sue shall not extend to natural resource damages or to any further investigation or remedial action the Department deems necessary:

- due to migration off-Site of contaminants resulting in impacts that are not inconsequential to environmental resources, to human health, or to other biota and to off-Site migration of petroleum;
- due to environmental conditions or information related to the Site which were unknown at the time this Release and Covenant Not to Sue was issued and which indicate that the

Contemplated Use cannot be implemented with sufficient protection of human health and the environment;

- due to Volunteer's failure to implement the Agreement to the Department's satisfaction; or
- due to fraud committed by Volunteer in entering into or implementing this Agreement.

Additionally, the Department hereby reserves all of its rights concerning, and any such release and covenant not to sue shall not extend to Volunteer nor to any of Volunteer's lessees, sublessees, successors, or assigns who cause or allow a release or threat of release at the Site of any hazardous substance (as that term is defined at 42 USC 9601[14]) or petroleum (as that term is defined in Navigation Law § 172[15]), other than Covered Contamination; or cause or allow the use of the Site to change from the Contemplated Use to one requiring a lower level of residual contamination before that use can be implemented with sufficient protection of human health and the environment; nor to any of Volunteer's lessees, sublessees, successors, or assigns who are otherwise responsible under law for the remediation of the Existing Contamination independent of any obligation that party may have respecting same resulting solely from the Agreement's execution.

Notwithstanding the above, however, with respect to any claim or cause of action asserted by the Department, the one seeking the benefit of this release and covenant not to sue shall bear the burden of proving that the claim or cause of action, or any part thereof, is attributable solely to Covered Contamination.

Notwithstanding any other provision in this release, covenant not to sue, and forbearance,

- if with respect to the Site there exists or may exist a claim of any kind or nature on the part of the New York State Environmental Protection and Spill Compensation Fund against any party, nothing in this letter shall be construed or deemed to preclude the State of New York from recovering such claim.
- except as provided in this letter and in Agreement, nothing contained in the Agreement or in this letter shall be construed as barring, diminishing, adjudicating, or in any way affecting any of the Department's rights (including, but not limited to, the right to recover natural resources damages) with respect to any party, including Volunteer.

- nothing contained in this letter shall prejudice any rights of the Department to take any investigatory or remedial action it deems necessary if Volunteer fails to comply with the Agreement or if contamination other than Existing Contamination is encountered at the Site.
- nothing contained in this letter shall be construed to prohibit the Commissioner or his duly authorized representative from exercising any summary abatement powers.
- nothing contained in this letter shall be construed to affect the Department's right to terminate the Agreement under the terms of the Agreement at any time during its implementation if Volunteer fails to comply substantially with the Agreement's terms and conditions.

In conclusion, the Department is pleased to be part of this effort to return the Site to productive use of benefit to the entire community.

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL  
CONSERVATION

By: \_\_\_\_\_

Date: \_\_\_\_\_

**Appendix "A"**

**(to Exhibit "C")**

**Map of the Site**

**Exhibit "D"**

**NOTICE OF AGREEMENT**

**This Notice** is made as of the \_\_\_\_ day of \_\_\_\_\_, 2004 by Metropolitan Transportation Authority/Long Island Rail Road regarding a parcel of real property located at \_\_\_\_\_ bearing Tax Map Number \_\_\_\_\_ (the "Property"); and

**WHEREAS**, Metropolitan Transportation Authority/Long Island Rail Road ("Volunteer"), entered into an agreement with the Department of Environmental Conservation, Index Nos. W1-0993-04-04 (Region 1), W2-0994-04-04 (Region 2) ( the "Agreement"), concerning contamination which is or may be present on the Property, which Agreement was executed on behalf of the Department on \_\_\_\_\_; and

**WHEREAS**, in return for the remediation of the Property pursuant to the Agreement to the satisfaction of the Department, the Department will provide Volunteer and its lessees and sublessees, grantees, successors, and assigns, including their respective secured creditors, with a release, covenant not to sue, and forbearance from bringing any action, proceeding, or suit related to the Site's further investigation or remediation, subject to certain reservations set forth in the Agreement; and

**WHEREAS**, pursuant to the Agreement, Volunteer agreed to cause the filing of a notice of the Agreement with the \_\_\_\_\_ County Clerk in accordance with Paragraph IX of the Agreement to give all parties who may acquire any interest in the Property notice of the Agreement.

**NOW, THEREFORE**, Volunteer, for itself and for its successors and assigns, declares that:

1. This Notice of Agreement is hereby given to all parties who may acquire any interest in the Property; and
2. This Notice shall terminate upon the filing of a Notice of Termination of this Agreement after having first received approval to do so from the New York State Department of Environmental Conservation or having terminated the Agreement pursuant to its Paragraph XII.

**IN WITNESS WHEREOF**, Volunteer has executed this Notice of Agreement by its duly authorized representative.

Dated:

By: Jose R. Fernandez

STATE OF NEW YORK

)

**ANN MARIE NICOLETTI**  
Notary Public, State of New York  
No. 01NI5013948

) s.s.:

COUNTY OF

)

Qualified in Suffolk County  
Commission Expires July 15, 2007

On the 20<sup>th</sup> day of Aug, in the year 2004, before me, the undersigned, personally appeared Jose R. Fernandez personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Ann Marie Nicoletti

Signature and Office of individual  
taking acknowledgment

**Appendix "A"**

**(to Exhibit "D")**

**Map of the Property**

**Exhibit "E"**

**DECLARATION of COVENANTS and RESTRICTIONS**

**THIS COVENANT**, made the \_\_\_ day of \_\_\_\_\_ 200\_\_\_, by \_\_\_\_\_ a [natural person residing at \_\_\_\_\_/partnership organized and existing under the laws of the State of \_\_\_\_\_ / corporation organized and existing under the laws of the State of \_\_\_\_\_ ]and having an office for the transaction of business at \_\_\_\_\_:

**WHEREAS**, \_\_\_\_\_ is the subject of a Voluntary Agreement executed by \_\_\_\_\_ as part of the New York State Department of Environmental Conservation's (the "Department's) Voluntary Cleanup Program, namely that parcel of real property located on \_\_\_\_\_ in the \_\_\_\_\_ of \_\_\_\_\_, County of \_\_\_\_\_, State of New York, which is part of lands conveyed by \_\_\_\_\_ to \_\_\_\_\_ by deed dated \_\_\_\_\_ and recorded in the \_\_\_\_\_ County Clerk's Office on \_\_\_\_\_ in Book \_\_\_\_\_ of Deeds at Page \_\_\_\_\_ and being more particularly described in Appendix "A," attached to this declaration and made a part hereof, and hereinafter referred to as "the Property"; and

**WHEREAS**, the Department approved a remedy to eliminate or mitigate all significant threats to the environment presented by the contamination disposed at the Property and such remedy requires that the Property be subject to restrictive covenants.

**NOW, THEREFORE**, \_\_\_\_\_, for itself and its successors and/or assigns, covenants that:

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

Second, unless prior written approval by the New York State Department of Environmental Conservation or, if the Department shall no longer exist, any New York State agency or agencies subsequently created to protect the environment of the State and the health of the State's citizens, hereinafter referred to as "the Relevant Agency," is first obtained, there shall be no construction, use or occupancy of the Property that results in the disturbance or excavation

of the Property, which threatens the integrity of the soil cap, or which results in unacceptable human exposure to contaminated soils.

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

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

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

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

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

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

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

[acknowledgment]

## Glossary of Terms

The following terms shall have the following meanings:

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

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

“Covered Contamination”: the concentrations of Existing Contamination remaining on the Site on the date that the Department issues the Release set forth in Exhibit “C.”

“CPLR”: the Civil Practice Law and Rules, as amended.

“Day”: a calendar day unless expressly stated to be a working day. “Working Day” shall mean a day other than a Saturday, Sunday or State holiday. In computing any period of time under this Agreement, where the last day would fall on a Saturday, Sunday or State holiday, the period shall run until the close of business of the next working day.

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

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

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

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

“Interim Remedial Measure” or “IRM”: an interim remedial measure which is a discrete set of activities, including removal activities, to address both emergency and non-emergency Site conditions, which can be undertaken without extensive investigation or evaluation, to prevent, mitigate, or remedy environmental damage or the consequences of environmental damage attributable to a Site.

“NL”: the Navigation Law, as amended.

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

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

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

“Spill Fund”: the New York State Environmental Protection and Spill Compensation Fund as established by Article 12, Part 3 of the NL.

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

“Termination Date”: the date upon which (i) the Release (Exhibit “C”) is issued or the Department approves the final report relative to the OM&M at the Site, whichever is later; or (ii) the Agreement terminates pursuant to Paragraph XII or is nullified pursuant to Subparagraph XIV.A.2.

“Trustee”: the Trustee of New York State’s natural resources.

“USEPA”: the United States Environmental Protection Agency.

“Work Plan”: a Department-approved work plan, as may be modified, pertaining to the Site, that Volunteer shall implement and that is attached to this Agreement.

1. Manhasset-Virginia Drive & Tracks  
Val Map V2B-156 Section 3, Block 167, Lot 201, District 747, Station Monument 800, Mile Post 15.  
North Side of Port Washington Line ROW and South Side of Virginia Drive, about 1200' West of Manhasset Avenue. Nassau Hagstrom page 2, F 14
2. Nassau Boulevard-Stewart Avenue & Tanners Pond Road  
Val Map V2H-191 Section 33, Block 114, Lot 17, District 401, Station Monument 90 (91+39.48)  
South Side and South of Hempstead Line ROW, West of Tanners Pond Road, East of Hayes Street, Nassau Hagstrom page 12 K 22.
3. Shea-Flushing Meadow Park  
Val Map V2B-134 Section 11, Block 002018, Lot 300, About equidistant between Station Monuments 350-355 (352+49) North Side of Port Washington Line ROW. Approximately 2000' North of the Unisphere globe. NYC/Queens Hagstrom page 9 J 9
4. Massapequa-Sunrise Highway  
Val Map V1-53 Section 57, Block 151, Lot 102, District 564, Station Monument 1480 (1483+47), Mile Post 28, at Massapequa Station. South Side of Babylon ROW and Parkside Boulevard, 100' East of Station Monument 1480. Nassau Hagstrom page 28 BB 27.
5. Far Rockaway-Dougherty Boulevard & Redfern Avenue  
Val Map VID-166 Section 59, Block 015503, Lot 2, 50' West of Station Monument 975.  
North Side and North of Far Rockaway Branch Line ROW, South Side of Redfern Avenue, about 400' East of Beach 12<sup>th</sup> Street, Nassau Hagstrom Page 7 C 35.
6. Valley Stream-Rockaway Avenue and Sunrise Highway  
Val Map VID-154, Section 37, Block 142, Lot 30, District 450, Station Monument 1210 (1208+70).  
South Side and South Far Rockaway ROW, South Side of Sunrise Highway, about 200' South/East of South Franklin Ave E/of Sunrise Plaza. Nassau Hagstrom page 6 F 29.
7. Rockville Centre-Maple Avenue & Brower Road  
Val Ma V1-45 Section 38, Block 144, Lot 94, Station Monument 1010, 50' West of Station Monument 1015.  
North Side and North of Babylon Line ROW, South Side of Maple Avenue at Brower Road, between Forest Ave and Long Beach Road Nassau Hagstrom page 14 M 29.

8. Port Washington-Bayles & Davis Avenues  
Val Map V2B-162 Section 5, Block 170, Lot 205, Station Monument 940 (944+19), District 809.  
East Side of Port Washington Line ROW, North Side of Davis Avenue and Bayles Avenue.  
Nassau Hagstrom page 2 G 11.
9. Island Park-Austin Boulevard  
Val Map V1F-186 Section 43, Block 159, Lot 37, Station Monument 1190.  
North Side and North of Long Beach Line ROW. Along Hempstead Town and Island Park Village Border, at Island Park Station. 120' North of California Place North and Austin Boulevard. Nassau Hagstrom page 15 L35.
10. Floral Park-Plainsfield Avenue & Terrace Avenue  
Val Map V2-39 Section 32, Block 102, Lot 29, District 494, between Station Monuments 800 and 805 (8802+93)  
South Side Main Line, between Tyson & Plainfield Avenues.  
Nassau Hagstrom page 4 F 22.
11. Mineola-Main Street & Front Street  
Val Map V2-44 Section 10, Block 106, Lot 200, Station Monument 1065 (1065+78) District 781.  
South Side and South Main Line ROW, between Mineola Boulevard and Main Street  
Nassau Hagstrom page 12 L20
12. Hempstead-Hewlett Street  
Val Map V2J-218 Nassau County, Section 34, Block 165, Lot 13, Station Monument 1075 South Side Hempstead line ROW, South of Meadow Street on Hewlett Street, on Hempstead Village Border. Nassau Hagstrom page 12 M 22
13. Bayside-216<sup>th</sup> & 41<sup>st</sup> Street  
Val Map V2B-146 Section 29, Block 006290, Lot 9, Station Monument 590.  
North Side of Port Washington Line ROW, between 216<sup>th</sup> and 217<sup>th</sup> Street and South of 41<sup>st</sup> Avenue. Queens Hagstrom page 10 N 9
14. Little Neck Water Mill Road  
Val Map V2B-151 Section 2, Block 166, Lot 200, Station Monument 695 (697+70), District 826, at Mile Post 13.  
South Side of Port Washington Line ROW, at Station Monument 698+29, West of Water Mill Road (Cutter Mill Lane)  
Nassau Hagstrom map page 3 C 16

15. Bellaire-98<sup>th</sup> Ave & 218<sup>th</sup> Street  
Val Map V2-35, Section 47, Block 10759, Lot 1, Station Monument 685.  
South Side of Mail Line ROW, 100' East of Hempstead Ave, North Side  
of 98<sup>th</sup> Avenue  
NYC/Queens Hagstrom page 13 0 11
16. Cedar Manor-158<sup>th</sup> Street & Tracks  
Val Map V1-2 Section 52, Block 012162, Lot 32, Station  
Monument 535 (537+90)  
South Side Far Rockaway ROW, Station Monument 537+90, South  
Brinkerhoff Avenue (110<sup>th</sup> Avenue), East Side Railroad Ave (158<sup>th</sup> Street)  
NYC/Queens Hagstrom page 15 M 13.
17. Kew Gardens-Austin Boulevard & 84<sup>th</sup> Drive  
Val Map V2-21 Section 40, Block 9245, Lot 61, Station Monument  
420 (421+54), Mile Post 8.  
North Side of Main Line ROW between 84<sup>th</sup> Road and 84<sup>th</sup> Drive, West  
Side of 84<sup>th</sup> Drive, Southeast of Kew Gardens Station. Station Monument  
421+54.  
NYC/Queens Hagstrom page 12 K 12
18. St. Albans-Dunkirk Avenue & Sullivan Road  
Val Map V2F-183 Queens Section 45, Volume 3, Block 10315, Lot  
161, Station Monument 575+90  
Intersection of Dunkirk Street & Sullivan Rd, North Side of Springfield  
(St. Albans) Line ROW.  
NYC/Queens Hagstrom page 15 N 13
19. Lindenhurst-Hoffman & Broome Avenues  
Val Map V1-59 Suffolk County, Town of Babylon, District 103,  
Section 11, Block 2, Lot 55, Station Monument 1770  
North Side and North of Babylon Line ROW, N/E corner of E. Hoffman  
and Broome Avenues.  
Suffolk Hagstrom page 4 O 4
20. Babylon Yard, ~~Prospect Avenue & Chestnut Street (off Fox Glove Road)~~  
Val Map V1-62 Suffolk County, Section 454, Block 1, Lot 59,  
Station Monument 1930 (1932+61).  
North Side of Montauk Line ROW, about 600' East of Babylon/Islip  
border. NOT AT PROSPECT AVENUE/CHESTNUT STREET, AS  
STATED IN MEMO.  
Suffolk Hagstrom page 4 O 4



12

L

M

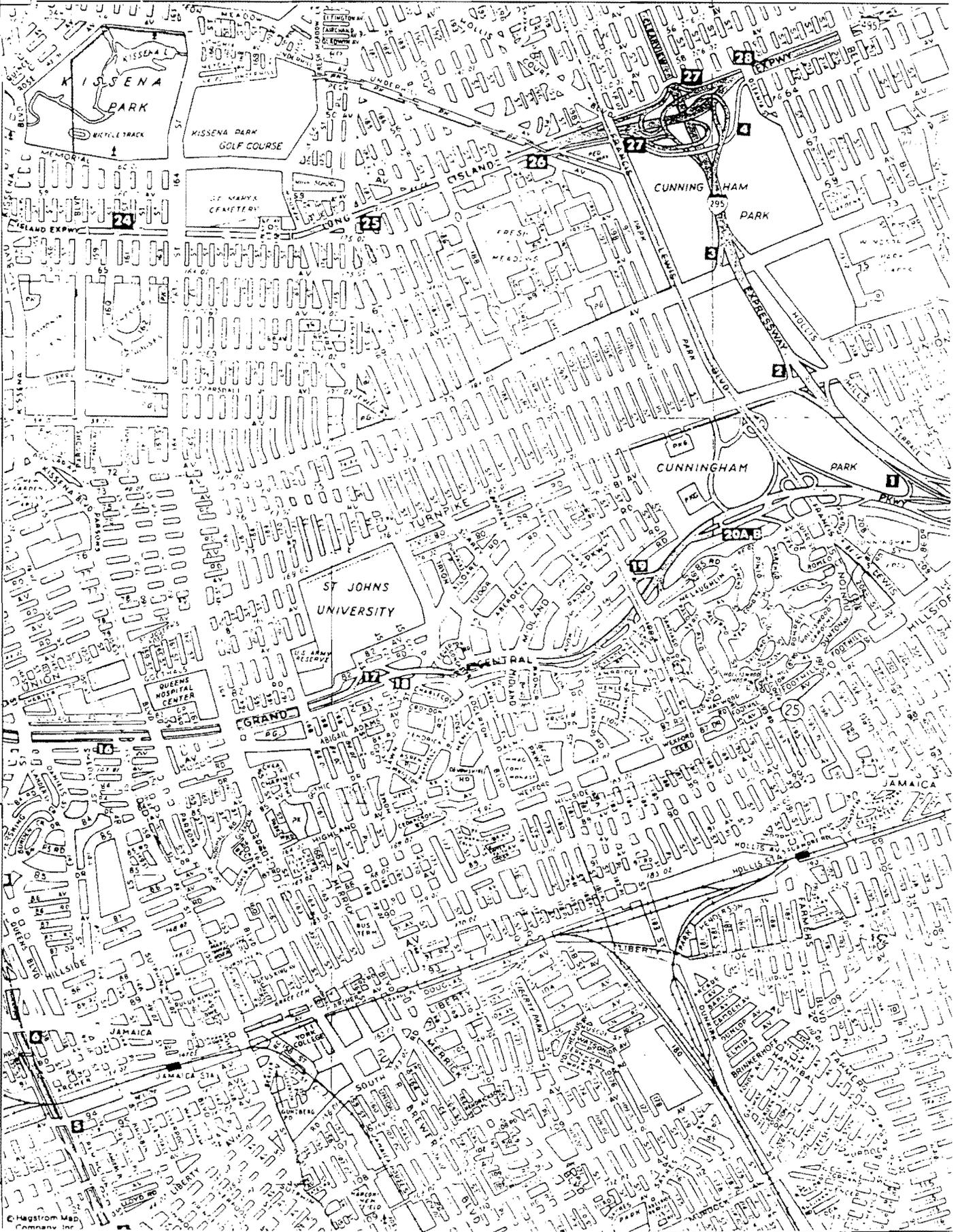
N

10

11

12

FOR ADJOINING AREA SEE MAP NO 12





ERHOFF

Brinkhoff (110th ST)

SPECT

22221

5" sanitary sewer  
30" storm sewer

AVE. STREET



95' Diamond

530x249

10' H Fence

Diamond Woven Wire Fence 530x100 to 544x105

STREET

1594

15

Greens  
Set 52  
Blk 012162  
Lot 32  
535 For Rockaway Line  
Sta Mon  
S/S. ROW  
E/S Brinkhoff St

0.540

13

105/106  
I/O WIRE



Val MAP

200

REMI



Little Neck  
V-00395

**PROPERTY DETAIL**

Page 1  
1/25/2001  
1:23PM

**Property Code** lpw12650  
**Property Name** Substation b Lit Neck-Gt Ne  
**Property Address** Sta-Mon# 697+70

**City/State/Zip** North Hempstead, NY  
11020

**Agency:** LIR  
**Map:**  
**Sheet:** 166  
**Section:** 2  
**Block:** 166  
**Bet. Sta.:** Little Neck/Gt Neck  
**Milepost #:**  
**Prop Type:** Substation

**County:** Nassau  
**Plate:**  
**Lot:** 200  
**StaMon#:** 695

**Municipality:**  
**District:** 826  
**Easement:**  
**Val Map#:** V2B-151  
**Line Name:** Port Washington

**Stat Num:**  
**Stat Name:**  
**Cross St:** Nassau Rd  
**Flag:**  
**Sq. Ft.:** 8.81

**Division:**  
**Volume:** Nassau Tax RR Atlas  
**Dimensions:**

**Line Number:**  
**Pass. Count:** 0  
**Imp. Year:**  
**City Acct:** N

**Notes:**

**REUC#:**  
**IPIS Agency:**  
**DOF Exemp:**

**Block2:**

**Lot2:**  
**IPIS Juris:**  
**BC:**

**ORE O Name:**  
**ORE RENA:**

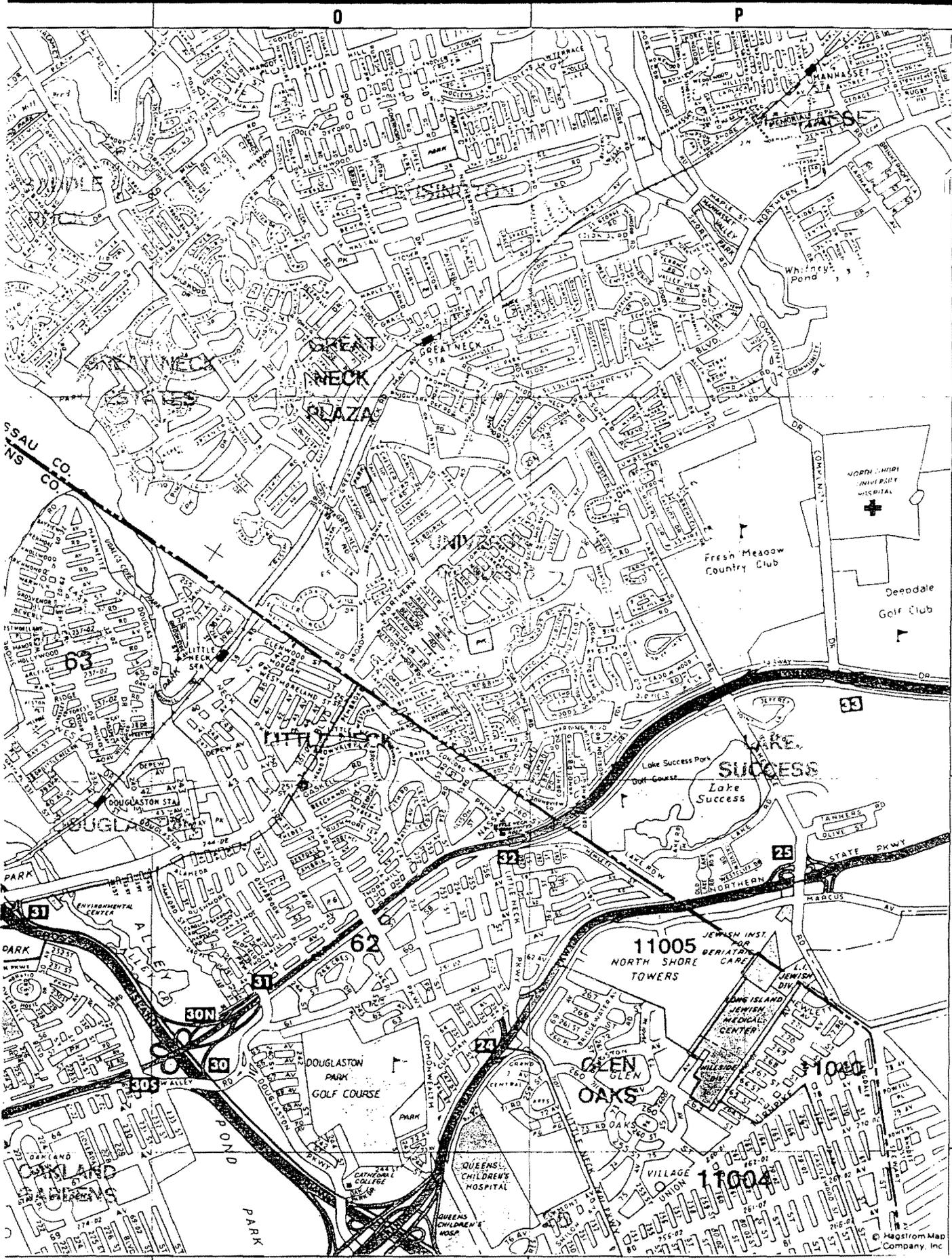
**MTA O Name:**  
**MTA RENA 1:**  
**MTA RENA 2:**

**Acq/Rec. Info:**

**Instructions to Finance:**  
**Action Taken:**  
**City Update Status:**

**Date Action Taken:**

FOR ADJOINING AREA SEE HAGSTROMS NASSAU COUNTY ATLAS



10

7

8

9

FOR ADJOINING AREA SEE HAGSTROMS NASSAU COUNTY ATLAS

(14)



Signal 697+70

Brick  
M<sub>1</sub> Sub Station

Garage

4,480 SF

140'

32'

LEASED TO:  
FRANKLIN SQUARE TRUCKING CORP  
LI. 7-1701 \$900/YR.  
3-25-58

Leased To:

Franklin Square Transit Mx Co, Inc.  
LI. 2-1420, 9/25/59  
1,000 S.F., \$120/Yr.

Steel Tower for  
HT Wires to Sub Sta

# 698+29

688+63.75

Wood Steps & Landings

Concrete Steps

TRA  
TRA

1996	08		
1995	10		
1994	14		
1993	13		
1992			

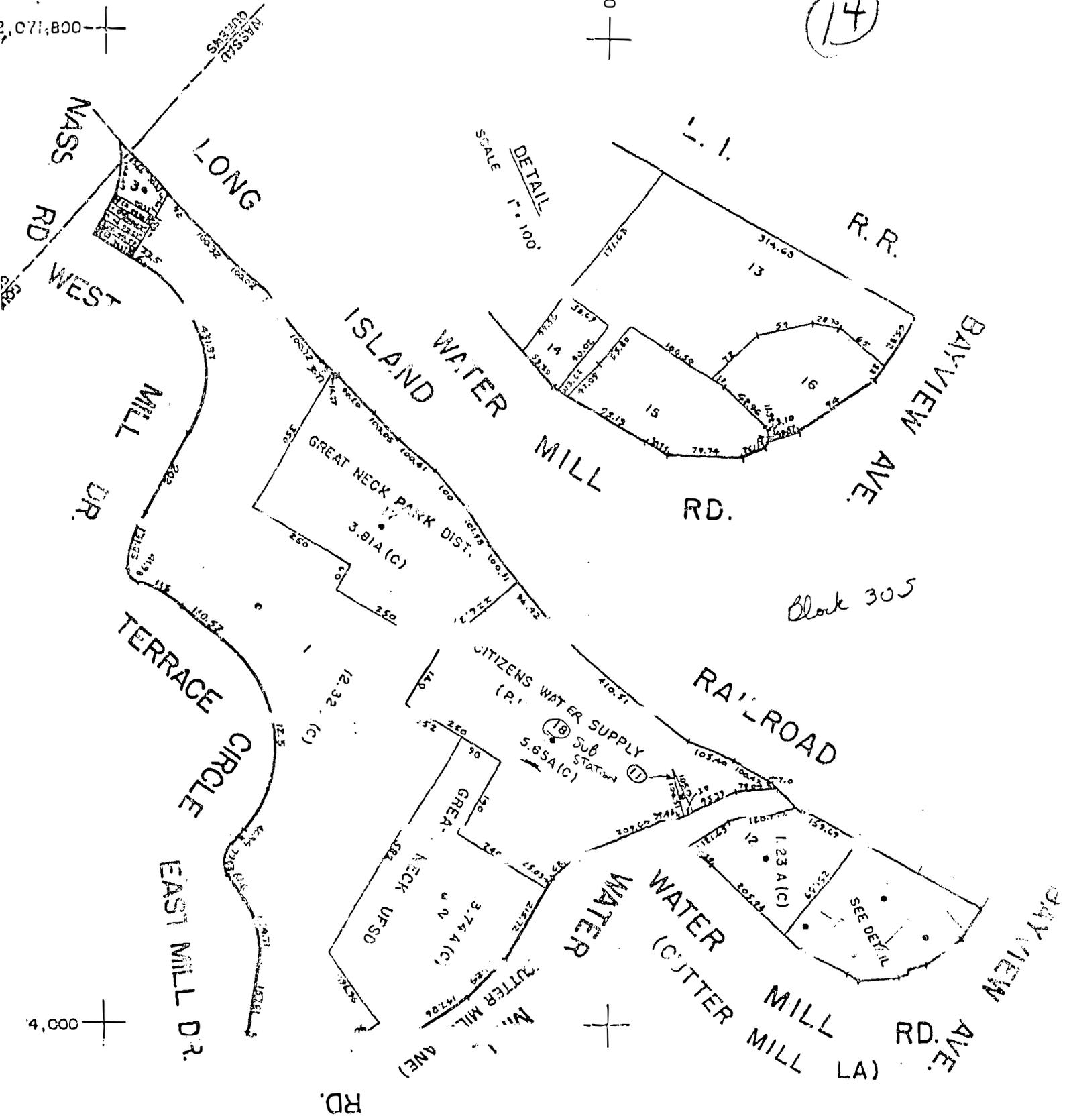
Correct as of Dec  
Correct as of Dec  
Correct as of Dec

VAL MAP

14

2,071,800

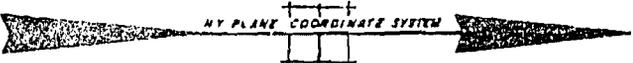
00



Block 305

4,000

Block 305 Lot



PROPERTY DETAIL

Page 1  
1/25/2001  
1:57PM

Babylon  
V-00385

Property Code lmo00551  
Property Name Substation b Babylon-Bayshore  
Property Address Sta-Mon# 1932+61

City/State/Zip Islip, NY 11795

Agency: LIR  
Map: 454  
Sheet:  
Section: 454  
Block: 1  
Bet. Sta.: Babylon/Bayshore  
Milepost #:   
Prop Type: Substation

County: Suffolk  
Plate:  
Lot: 59  
StaMon#: 1930

Municipality:  
District: 500  
Easement:  
Val Map#: V1-62  
Line Name: Montauk

Stat Num:  
Stat Name:

Division:

Line Number:  
Pass. Count: 0

Cross St: Cooper St

Imp. Year:

Flag:  
Sq. Ft.: 19.40

Volume: Suffolk-Tax Map Vol Islip  
Dimensions:

City Acct: N

Notes:

REUC#:  
IPIS Agency:  
DOF Exemp:

Block2:

Lot2:  
IPISJuris:  
BC:

ORE O Name:  
ORE RENA:

MTA O Name:  
MTA RENA 1:  
MTA RENA 2:

Acq/Rec. Info:

Instructions  
to Finance:

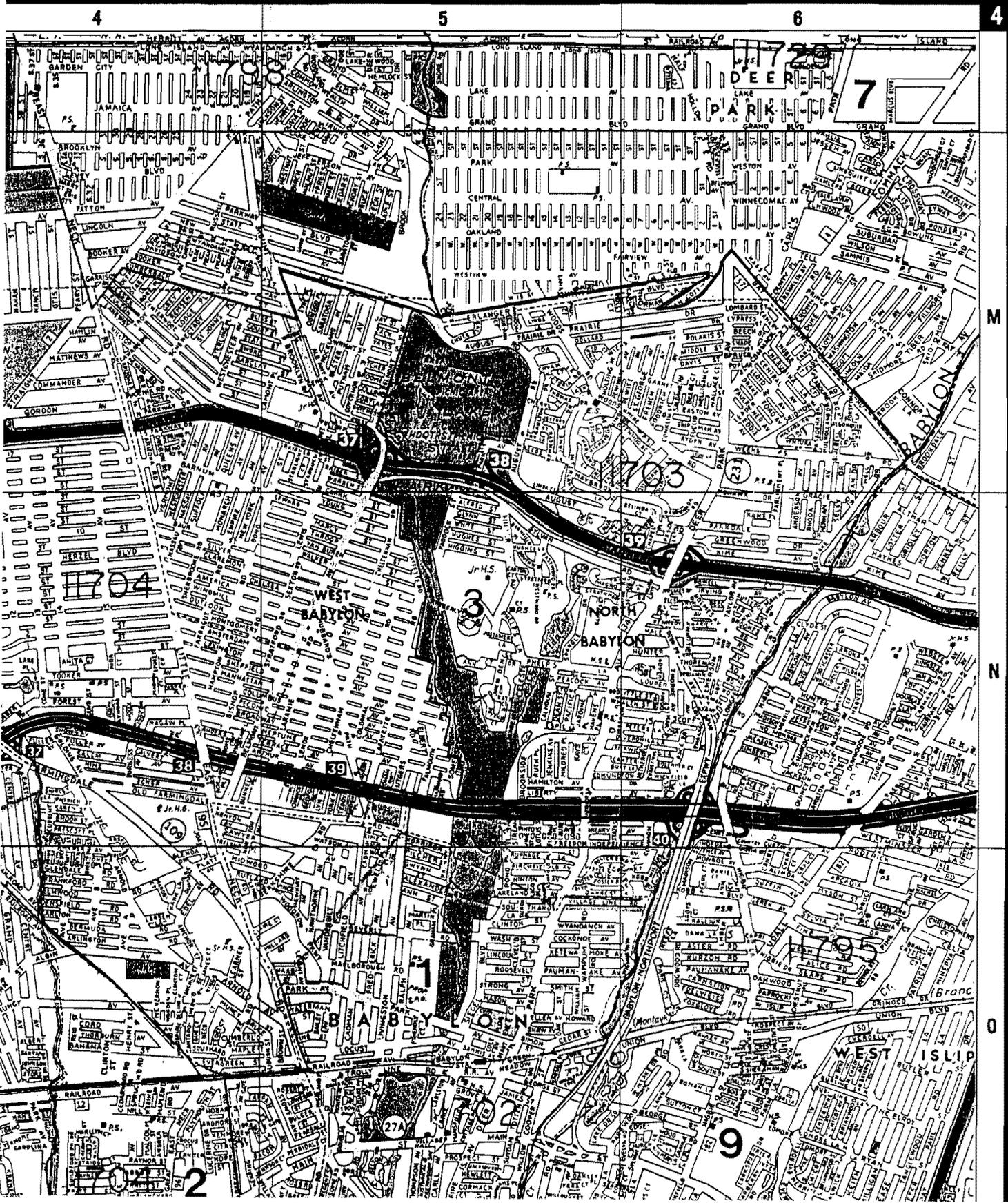
Date Action  
Taken:

Action Taken:

City Update  
Status:

FOR ADJOINING AREA SEE MAP NO. 3

20



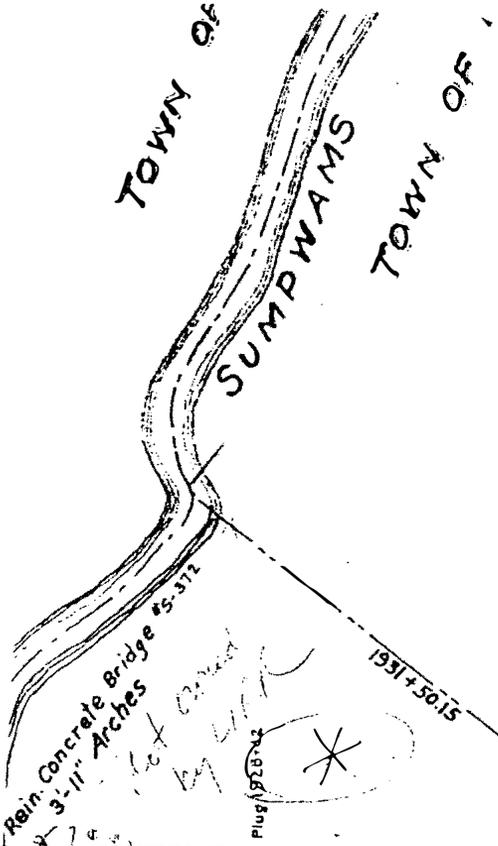
FOR ADJOINING AREA SEE MAP NO. 8 | SEE MAP NO. 9

M

N

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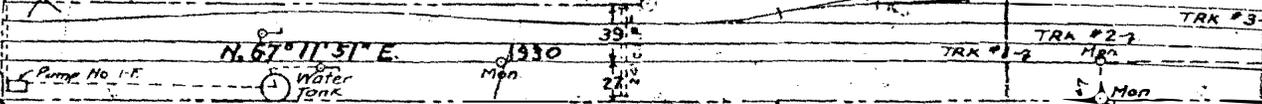
RICY 47280'S



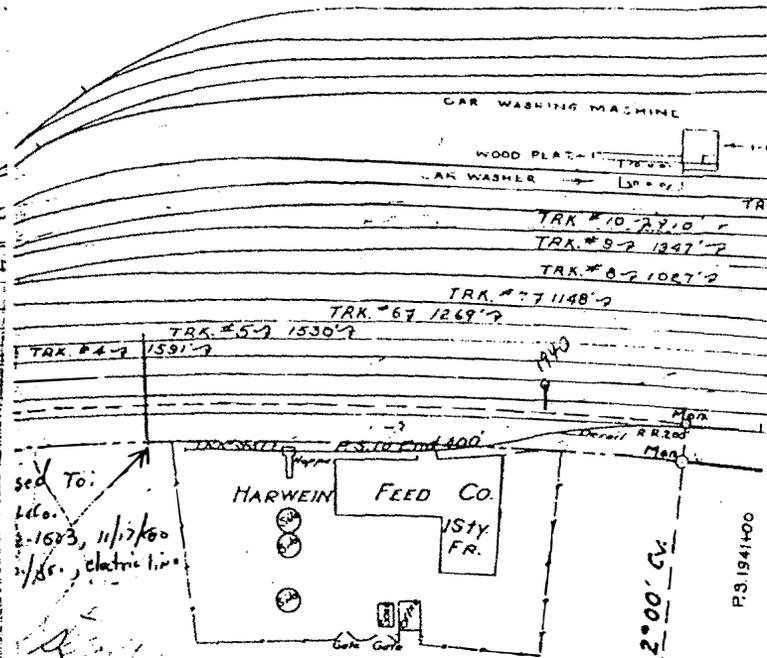
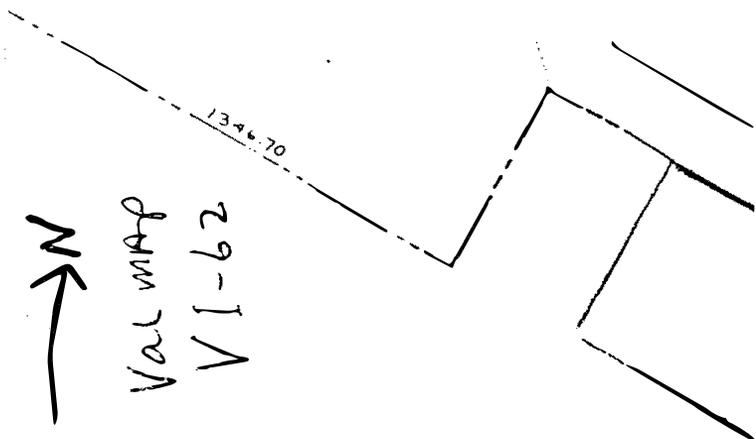
Suppoken  
 Town of Islip  
 Sta Mon 1930

Problem: NOT anywhere near  
 chestnut & prospect, but per  
 tax map they are nowhere near  
 Foxglove.

Sect 454  
 Block 1, Lot 59



Leased To:  
 L.I.L. Co.  
 LI-2-1241, 6/6/57  
 power-line, \$36./yr.



Present tracks on 1°30' Curve  
 $\Delta = 12^\circ 48'$

P.T. 1940+45.90 2°00' CV.



UNION FREE DISTRICT 1 20.5463 ③

KEYMAP	
1	2
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95	96
97	98
99	100

© COUNTY OF SUFFOLK  
 Real Property Tax Service Agency  
 County Center  
 River St., L.I. New York

TOWN OF ISLIP  
 VILLAGE OF  
 DISTRICT NO. 0500  
 Name of Corporation

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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NOTICE  
 HYPOTHECATED, UNPAID, SALE OR  
 CONFIRMATION OF ANY PORTION OF THE  
 DISTRICT OF ANY PORTION OF THE  
 SUFFOLK COUNTY TAX MAP IS PROHIBITED  
 WITHOUT WRITTEN PERMISSION OF THE  
 REAL PROPERTY TAX SERVICE AGENCY.

**PROPERTY DETAIL**

Page 1  
1/25/2001  
1:48PM

**Property Code** Isp02001  
**Property Name** Substation b Jamaica-St Albans  
**Property Address** Sta-Mon# 575+90

**City/State/Zip** Queens, NY 11434

**Agency:** LIR  
**Map:** 24  
**Sheet:**  
**Section:** 45  
**Block:** 010315  
**Bet. Sta.:** Jamaica/St Albans  
**Milepost #:**  
**Prop Type:** Substation

**County:** Queens  
**Plate:**  
**Lot:** 161  
**StaMon#:** 575

**Municipality:** New York City  
**District:**  
**Easement:**  
**Val Map#:** V2F-183  
**Line Name:** Springfield

**Stat Num:**  
**Stat Name:**  
**Cross St:** Dunkirk St  
**Flag:**  
**Sq. Ft.:** 2.6

**Division:**  
**Volume:** Redi-Fiche Vol 3  
**Dimensions:**

**Line Number:**  
**Pass. Count:** 0  
**Imp. Year:**  
**City Acct:**

**Notes:**

**REUC#:**  
**IPIS Agency:**  
**DOF Exemp:**

**Block2:**

**Lot2:**  
**IPIS Juris:**  
**BC:**

**ORE O Name:**  
**ORE RENA:**

**MTA O Name:**  
**MTA RENA 1:**  
**MTA RENA 2:**

**Acq/Rec. Info:**

**Instructions to Finance:**  
**Action Taken:**  
**City Update Status:**

**Date Action Taken:**

FOR ADJOINING AREA SEE MAP NO. 13



ROME RD.

SULLIVAN RD.

Val map #  
V2 F-183

DR.  
(ROSE ST.)

DUNKIRK ST.

TIOGA

LIZ: 2444  
6/7/79  
Lawrence A. Harris  
20021

SUBSTATION

Rectifier Building 1-B

Switching Structure

1-A-5-1

Fence

On R/W Line 1

Link

R.S. TO END

Bituthic Paving

DRIVEWAY

High Wood Platform

Wood Ramp

R.S. TO END

Breaker Ho.

577+95

1-B

1. Tel. Box

R.S. 578+40

R.S. 578+70

Deer

R.S. 575+85

375

416 Chaining

Signal - 578+51

P.C. 2°0' TRACK CURVE

580



**PROPERTY DETAIL**

**Page 1**  
**1/25/2001**  
**1:35PM**

**Property Code** Iml09750  
**Property Name** Substation b Kew Gdns-Jamaica  
**Property Address** Sta-Mon# 421+54  
  
**City/State/Zip** Queens, NY 11415

**Agency:** LIR  
**Map:** 8  
**Sheet:**  
**Section:** 40  
**Block:** 009245  
**Bet. Sta.:** Kew Gardens/Jamaica  
**Milepost #:**  
**Prop Type:** Substation

**County:** Queens  
  
**Plate:**  
  
**Lot:** 61  
  
**StaMon#:** 420

**Municipality:** New York City  
  
**District:**  
  
**Easement:**  
  
**Val Map#:** V2-21  
**Line Name:** Main Line

**Stat Num:**  
**Stat Name:**  
  
**Cross St:** 84 Rd  
  
**Flag:**  
**Sq. Ft.:** 8.26

**Division:**  
  
  
  
**Volume:** Redi-Fiche Vol 2  
**Dimensions:**

**Line Number:**  
**Pass. Count:** 0  
  
**Imp. Year:**  
  
**City Acct:** N

**Notes:**

**REUC#:**  
**IPIS Agency:**  
**DOF Exemp:**

**Block2:**

**Lot2:**  
**IPISJuris:**  
**BC:**

**ORE O Name:**  
**ORE RENA:**

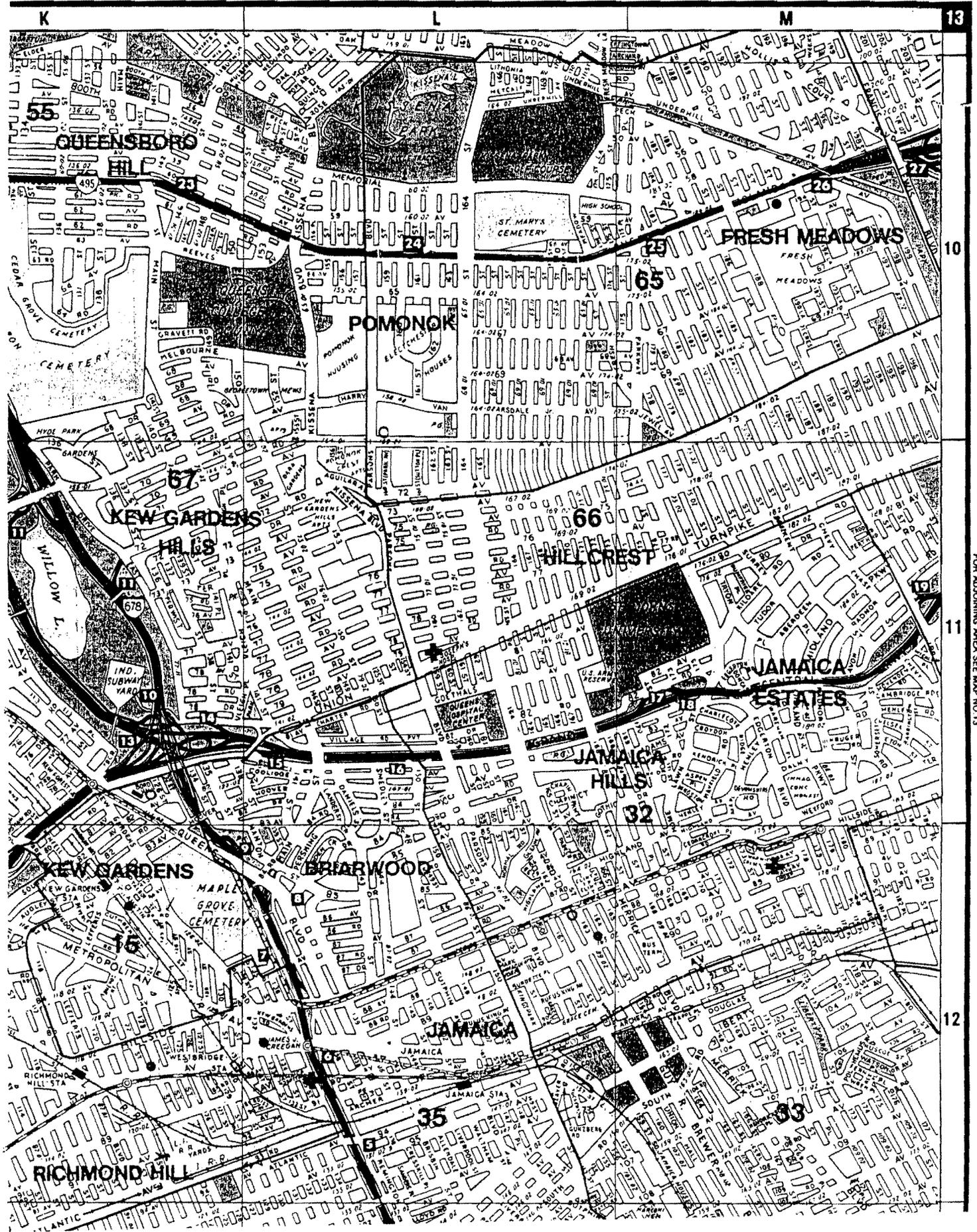
**MTA O Name:**  
**MTA RENA 1:**  
**MTA RENA 2:**

**Acq/Rec. Info:**

**Instructions to Finance:**  
**Action Taken:**  
  
**CityUpdate Status:**

**Date Action Taken:**

FOR ADJOINING AREA SEE MAP NO. 9



FOR ADJOINING AREA SEE MAP NO. 13

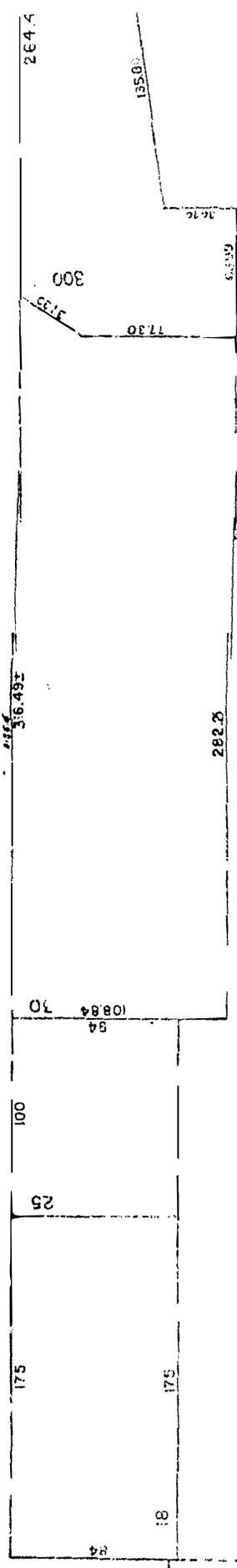


17

SECT 17, VOL 5  
MAP 'S' EEBI '17

SEE PAGE 24

AUSTIN ST. AU



3338

141-156

CUTHBERT

BREVORT AVE.

SEE PAGE 1

LEFFERTS BOULEVARD  
LEFFERTS AVE.

SEE

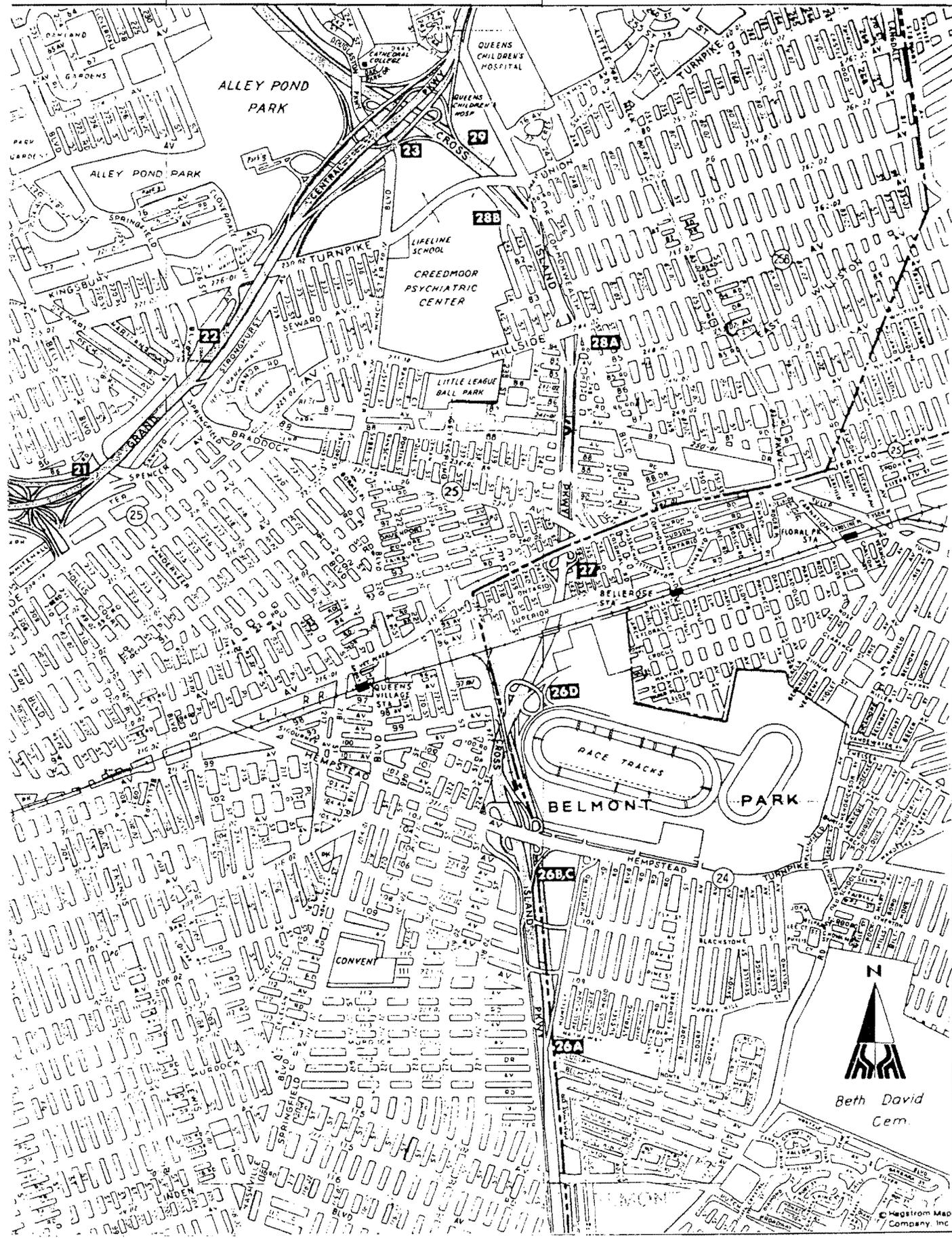


15

FOR ADJOINING AREA SEE MAP NO. 10

O P

13



10

11

12

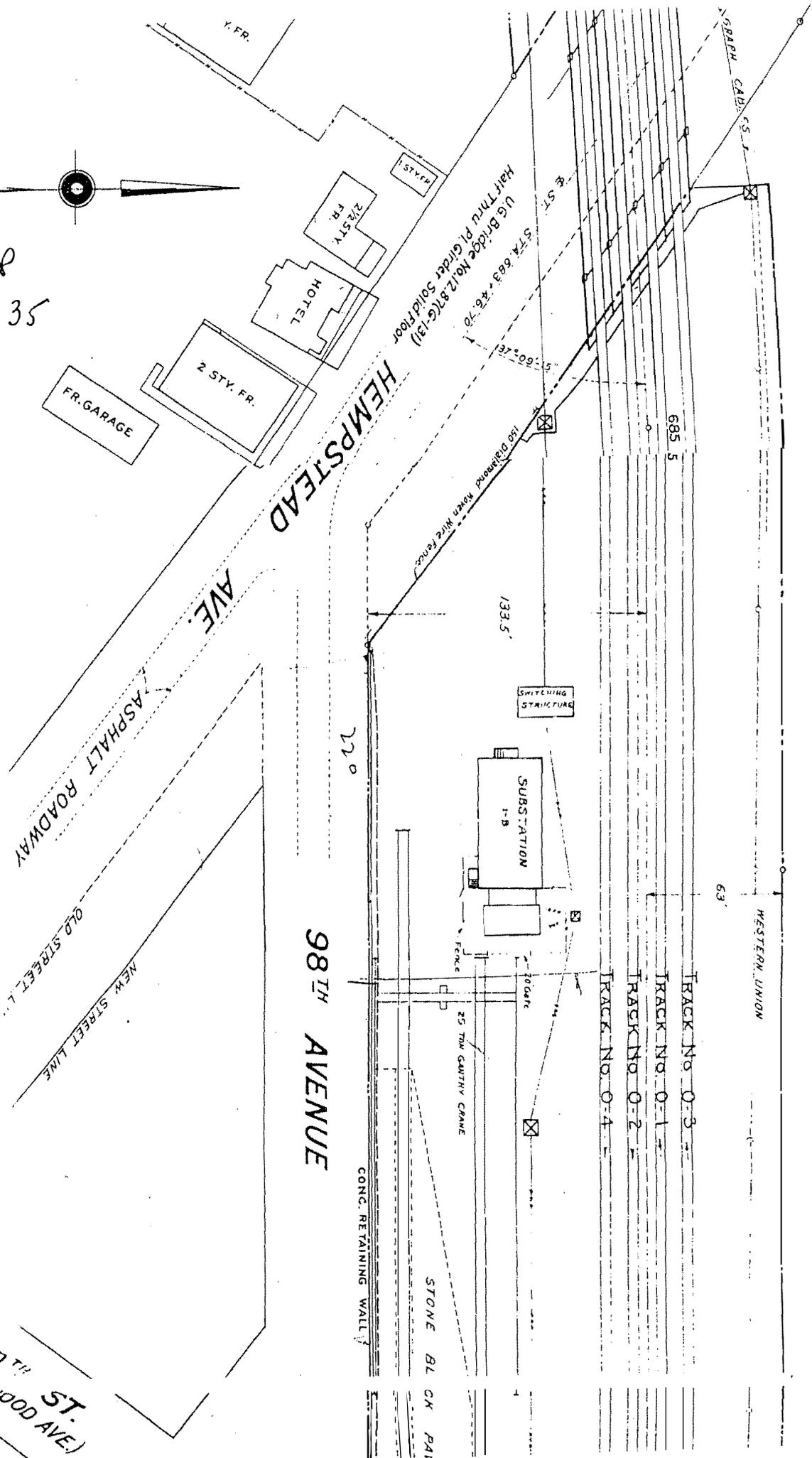
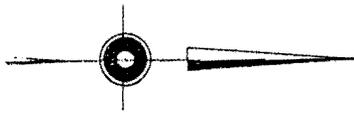
FOR ADJOINING AREA SEE HAGSTROM'S NASSAU COUNTY ATLAS



Beth David  
Cem.

© Hagstrom Map  
Company, Inc.

VAL MAP  
V2-35



217<sup>TH</sup> ST.  
(SHERWOOD AVE.)



SEE 45

HEMPSTEAD  
HEMPSTEAD  
AND JAMAICA PLANK ROAD  
AVE

1089

16 1185

13626

JAMAICA

12018 58

13552

JERICHO TOWNSHIP

12844 71  
12905 72

103

HEMPSTEAD

SubSta.

NT191-3-10

12710 75

103

10759

A 14-590

177

AVE.

98 TH

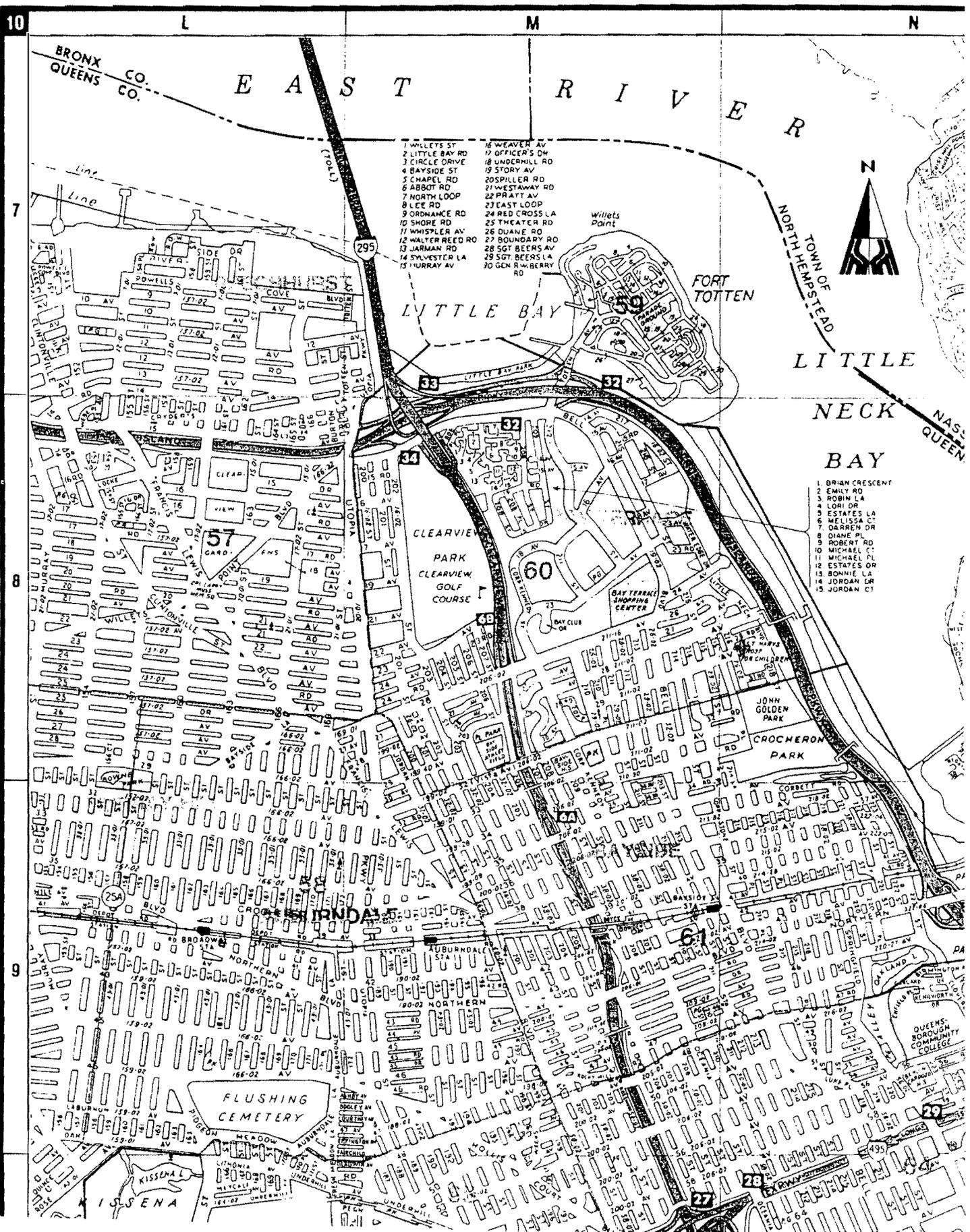
127208

W 98TH AVE.  
WHITFIELD ST.

Sigourney  
ST

SEE PAGE 3





- 1 WILLETS ST
- 2 LITTLE BAY RD
- 3 CIRCLE DRIVE
- 4 BAYSIDE ST
- 5 CHAPEL RD
- 6 ABBOT RD
- 7 NORTH LOOP
- 8 LEE RD
- 9 ORDANANCE RD
- 10 SHORE RD
- 11 WHISPLER AV
- 12 WALTER REED RD
- 13 JARMAN RD
- 14 SYLVESTER LA
- 15 MURRAY AV
- 16 WEAVER AV
- 17 OFFICER'S DR
- 18 UNDERHILL RD
- 19 STORY AV
- 20 SPILLER RD
- 21 WESTWAY RD
- 22 PRATT AV
- 23 EAST LOOP
- 24 RED CROSS LA
- 25 THEATER RD
- 26 DUANE RD
- 27 BOUNDARY RD
- 28 SGT BEERS AV
- 29 SGT BEERS LA
- 30 GEN W-BERRY RD

- 1 BRIAN CRESCENT
- 2 EMILY RD
- 3 ROBIN LA
- 4 LORI DR
- 5 ESTATES LA
- 6 MELISSA CT
- 7 DARREN DR
- 8 DIANE PL
- 9 ROBERT RD
- 10 MICHAEL CT
- 11 MICHAEL PL
- 12 ESTATES DR
- 13 BONNIE LA
- 14 JORDAN LA
- 15 JORDAN CT

FOR ADJOINING AREA SEE MAP NO 9

216

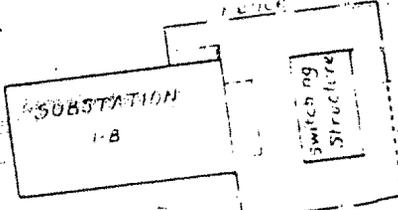
(13)

Leased To:  
Thomas Laundry, Inc.  
LI-Z-1290, 11/21/58  
2.599 (S.F.) /Mo.

192+54  
Dime Wire  
118  
Feet

Corp.

Center Driveway



24 Vit Pipe Drain

12" C.I.P.  
392+20

590

Tel Shelter Box

210' x 12' Vit Pipe  
K's Wall Extended 40'

589+90

590+71

590+45

STREET

Block Gutter

590+66

061-70-591+83

592+78



42' NO

217<sup>th</sup> ST.

216<sup>th</sup> Streets

STREET AVE



V28146-

FOURTH

PROPERTY DETAIL

V-00390  
Hempstead

Property Code lhe03360  
Property Name Substation b Ctry Life Pr-He  
Property Address Milepost# 1080

City/State/Zip Hempstead, NY 11550

Agency: LIR County: Nassau Municipality: Hempstead Village  
Map: Plate: District: 401  
Sheet: 165  
Section: 34  
Block: 165 Lot: 13 Easement:  
Bet. Sta.: Country Life Press-Hempstead  
Milepost #: StaMon#: 1075 Val Map#: V2J-218  
Prop Type: Substation Line Name: Hempstead

Stat Num: Division: Line Number:  
Stat Name: Pass. Count: 0  
Cross St: *Stowe PL*  
~~Clowes Ave~~ Imp. Year:  
Flag: Volume: Nassau Tax RR Atlas City Acct: N  
Sq. Ft.: 6.22 Dimensions:

Notes:

REUC#: Block2: Lot2:  
IPIS Agency: IPIS Juris:  
DOF Exemp: BC:

ORE O Name:  
ORE RENA:

MTA O Name:  
MTA RENA 1:  
MTA RENA 2:

Acq/Rec. Info:

Instructions to Finance: Date Action Taken:  
Action Taken:  
City Update Status:

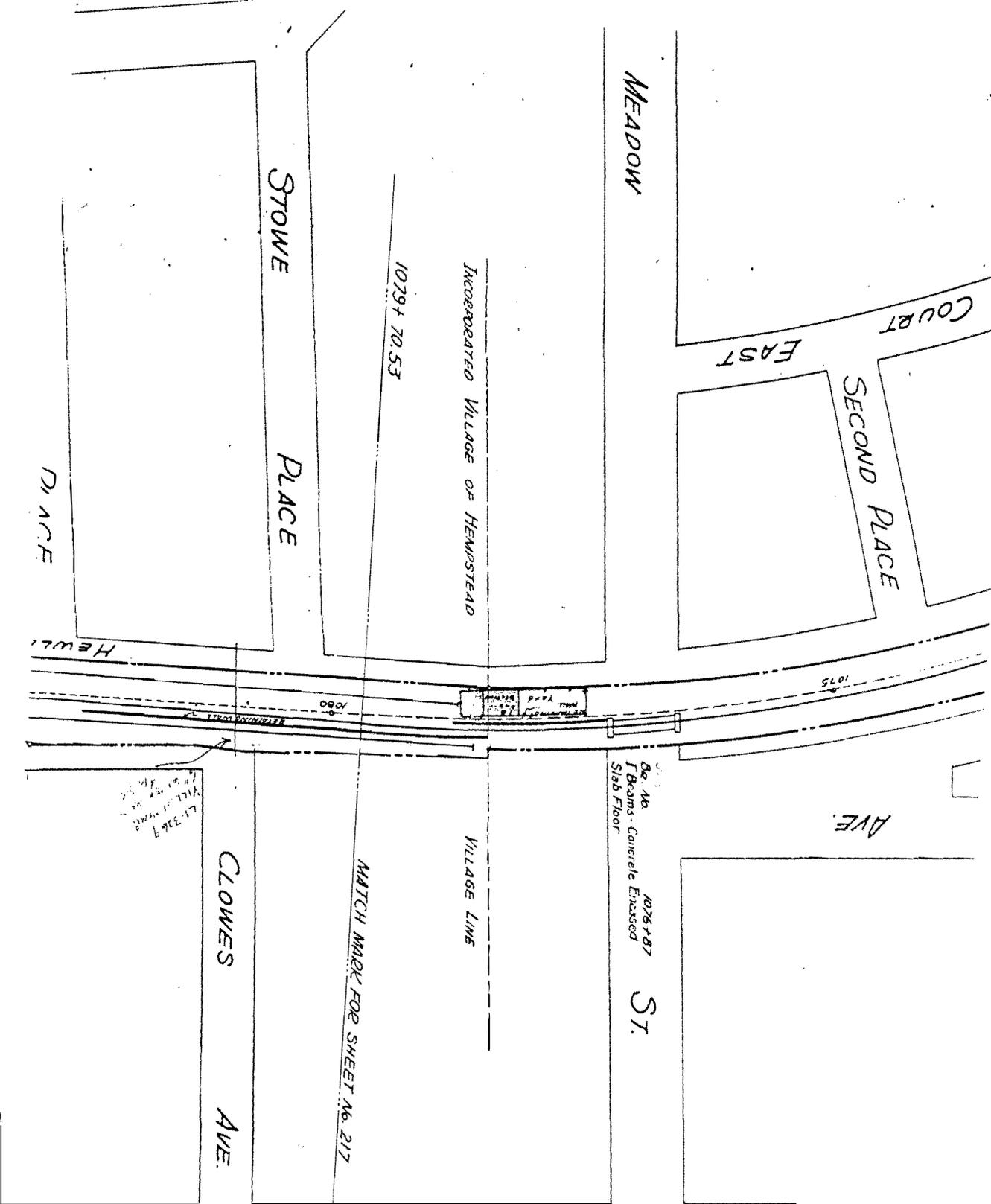


ROOSEVELT  
RACEW

NY-5  
Dept of  
Vehicl

Park and Ride





V25-  
Hempst

12.

PROPERTY DETAIL

Floral Park  
V-00389

Page 1  
1/25/2001  
1:02PM

Property Code lml18850  
Property Name Substa b Floral Pk-New H Pk  
Property Address Sta-mon # 800

City/State/Zip Hempstead, NY 11001

<b>Agency:</b> LIR	<b>County:</b> Nassau	<b>Municipality:</b> Floral Park
<b>Map:</b>	<b>Plate:</b>	<b>District:</b> 494
<b>Sheet:</b>	<b>Lot:</b> 29	<b>Easement:</b>
<b>Section:</b> 32	<b>StaMon#:</b> 800	<b>Val Map#:</b> V2-39
<b>Block:</b> 102		<b>Line Name:</b> Main Line
<b>Bet. Sta.:</b> Floral Pk/New Hyde Park		
<b>Milepost #:</b>		<b>Line Number:</b>
<b>Prop Type:</b> Substation		<b>Pass. Count:</b> 0
<b>Stat Num:</b>	<b>Division:</b>	<b>Imp. Year:</b>
<b>Stat Name:</b>		
<b>Cross St:</b> Tyson Ave	<b>Volume:</b> Nassau Tax Atlas-sheet 102	<b>City Acct:</b> N
<b>Flag:</b>	<b>Dimensions:</b>	
<b>Sq. Ft.:</b> 0.27		

Notes:

<b>REUC#:</b>	<b>Block2:</b>	<b>Lot2:</b>
<b>IPIS Agency:</b>		<b>IPISJuris:</b>
<b>DOF Exemp:</b>		<b>BC:</b>

ORE O Name:  
ORE RENA:

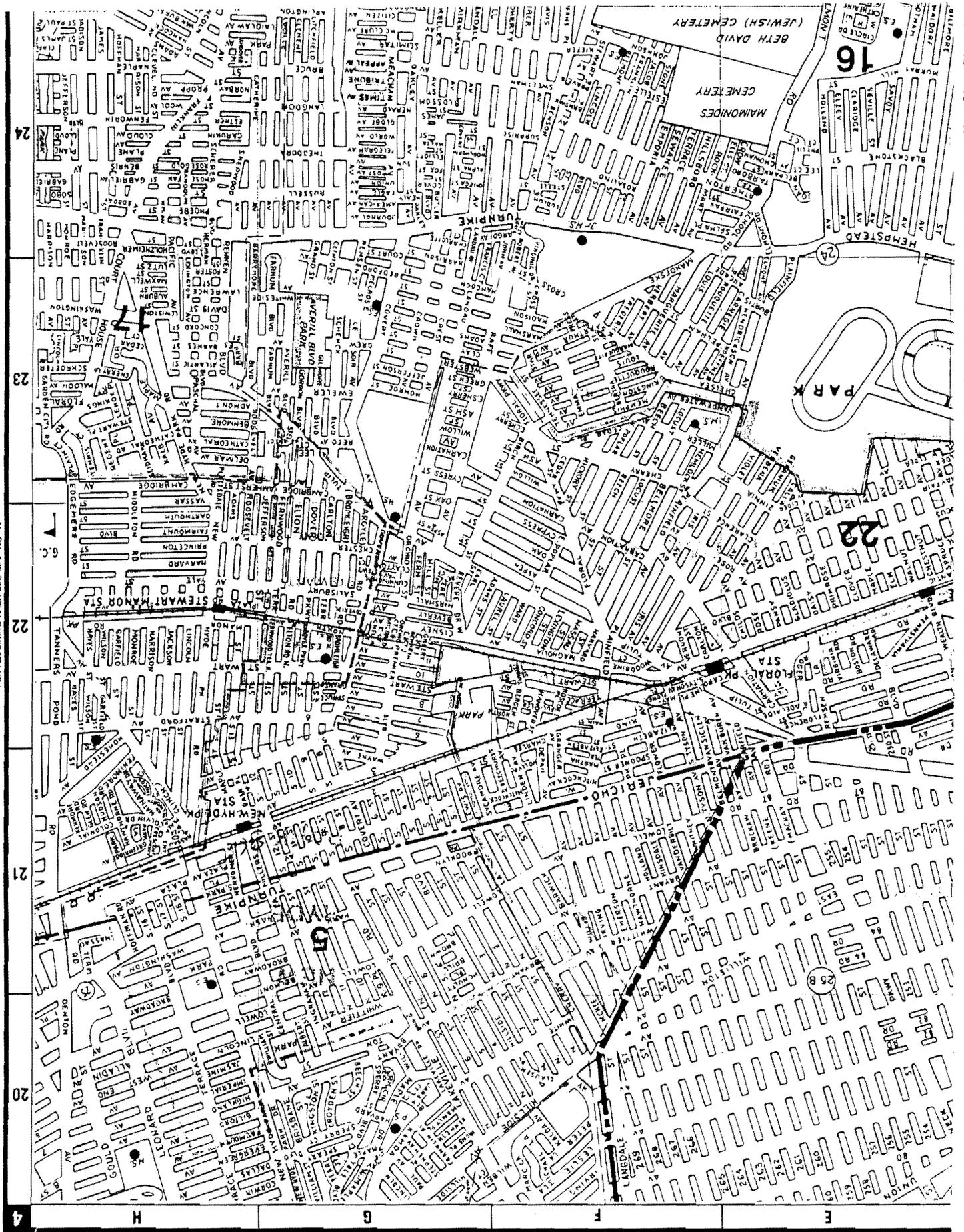
MTA O Name:  
MTA RENA 1:  
MTA RENA 2:

Acq/Rec. Info:

<b>Instructions to Finance:</b>	<b>Date Action Taken:</b>
<b>Action Taken:</b>	
<b>City Update Status:</b>	

FOR ADJOINING AREA SEE MAP NO 12

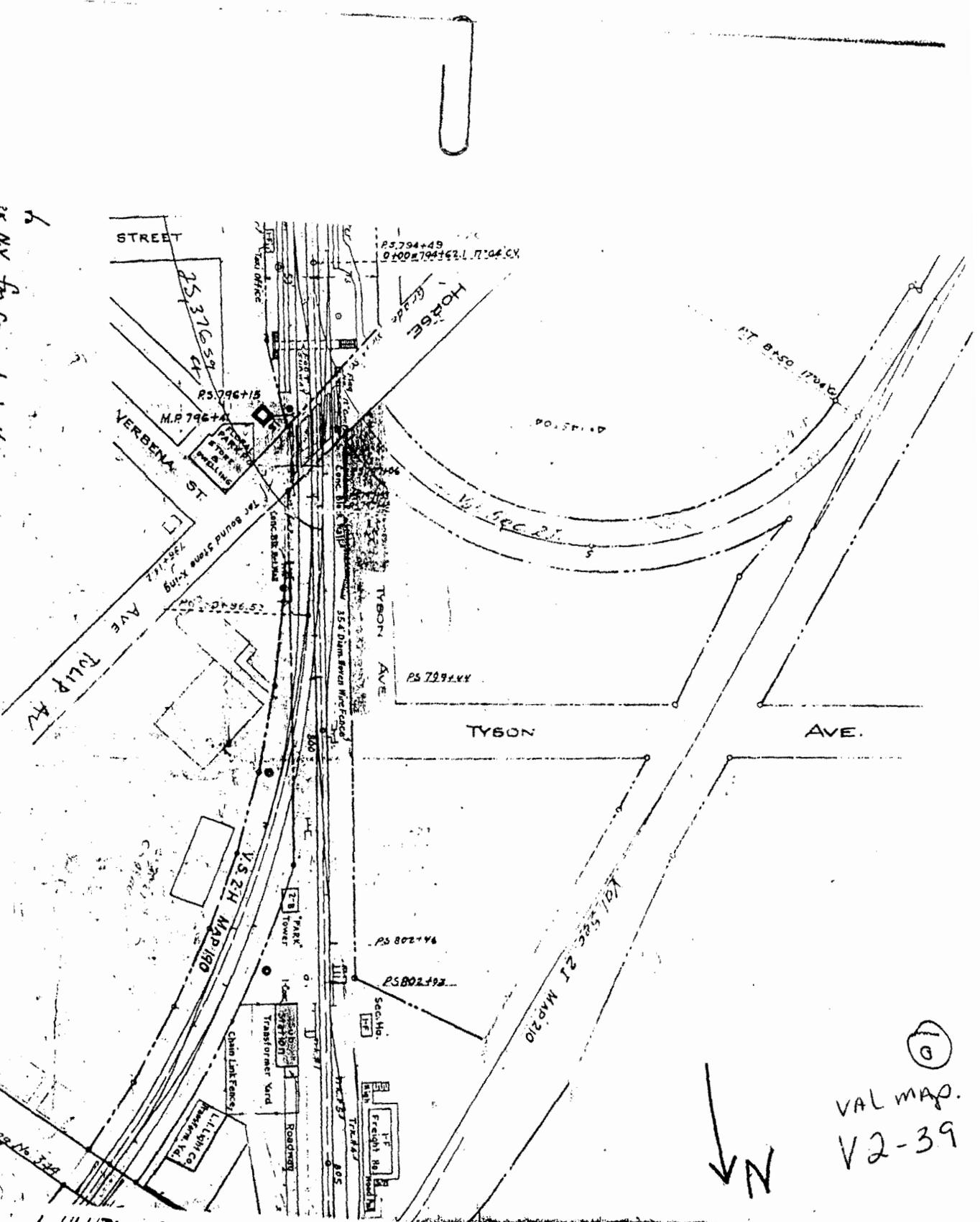
FOR ADJOINING AREA SEE MAP NO 3



10

6  
 ex, NY, for Commuter parking.  
 use 8-3-65  
 use for RR facilities.  
 Appl + Vtl. permission +  
 m, also, all Hlls

V2-39  
 STA MON 800  
 Sent 32



**PROPERTY DETAIL**

Port Washington  
V-00400

Page 1  
1/25/2001  
12:51PM

**Property Code** ipw16451  
**Property Name** Substation b Plandome-Pt Wash  
**Property Address** Sta-Mon# 944+19

**City/State/Zip** North Hempstead, NY  
11050

**Agency:** LIR  
**Map:**  
**Sheet:** 170  
**Section:** 5  
**Block:** 170  
**Bet. Sta.:** Plandome/Pt Washington  
**Milepost #:**  
**Prop Type:** Substation

**County:** Nassau  
**Plate:**  
**Lot:** 205  
**StaMon#:** 940

**Municipality:**  
**District:** 809  
**Easement:**  
**Val Map#:** V2B-162  
**Line Name:** Port Washington

**Stat Num:**  
**Stat Name:**  
**Cross St:** Willowdale Avenue  
**Flag:**  
**Sq. Ft.:** 0.38

**Division:**  
**Volume:** Nassau Tax RR Atlas  
**Dimensions:**

**Line Number:**  
**Pass. Count:**  
**Imp. Year:**  
**City Acct:** N

**Notes:**

**REUC#:**  
**IPIS Agency:**  
**DOF Exemp:**

**Block2:**

**Lot2:**  
**IPIS Juris:**  
**BC:**

**ORE O Name:**  
**ORE RENA:**

**MTA O Name:**  
**MTA RENA 1:**  
**MTA RENA 2:**

**Acq/Rec. Info:**

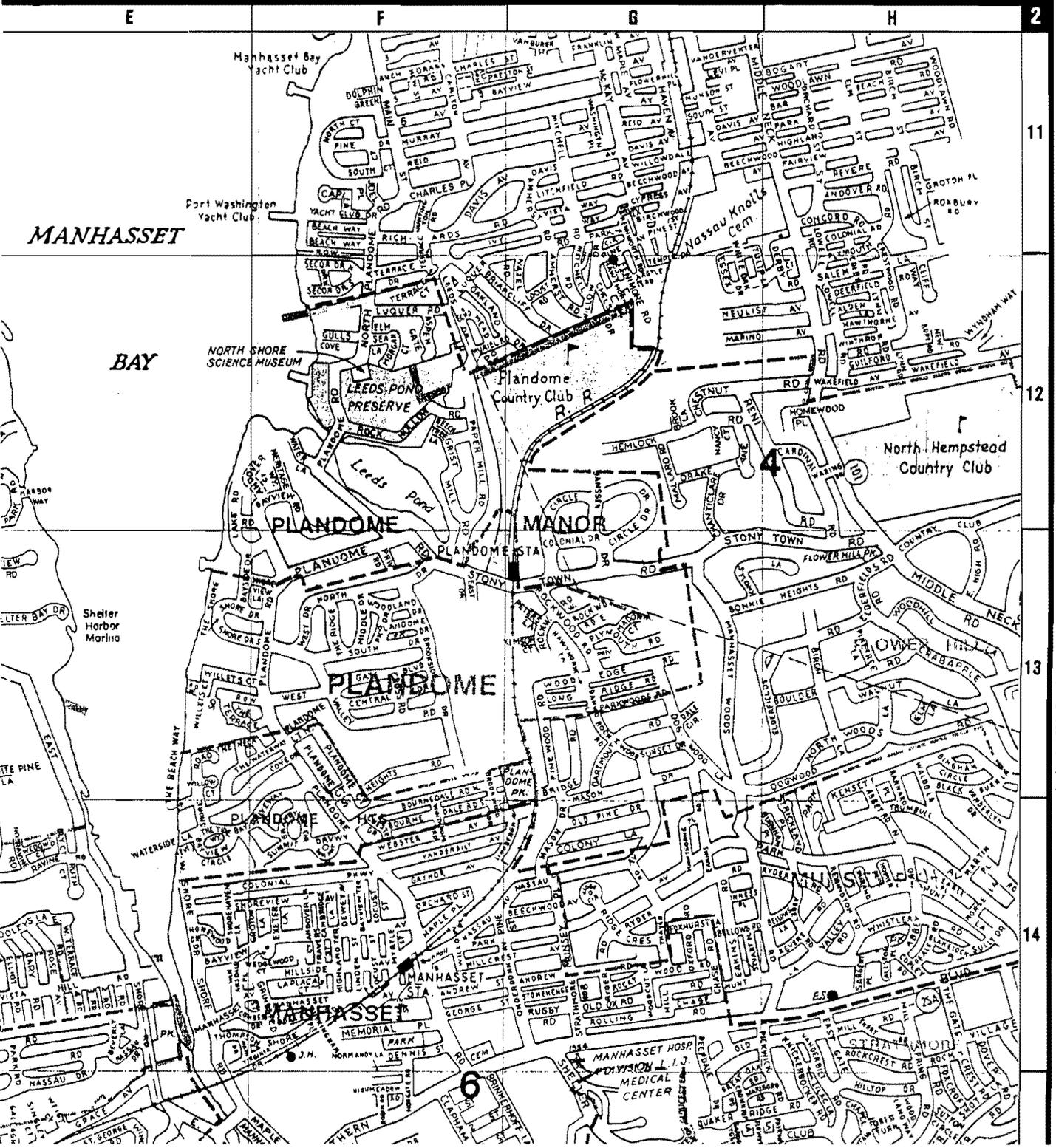
**Instructions to Finance:**  
**Action Taken:**

**Date Action Taken:**

**City Update Status:**

8

FOR ADJOINING AREA SEE MAP NO 1



FOR ADJOINING AREA SEE MAP NO. 10

8

RAILROAD

AVENUE.

N

AVENUE

E.C.

SIDEWALK

P.T.

940+60.68

Bridge 940+76

OH BRIDGE #N-177-17.59  
I Beam Deck-Concrete Slab

Bridge 941+12

P.S. 941+44

P.S. 941+75

POINT OF BEGINNING  
942+21

EDGE POINT  
942+81

18" C.I. Pipe 55' - 942+97

18" Corr. I. Pipe 61' - 943+26

P.S. 943+50

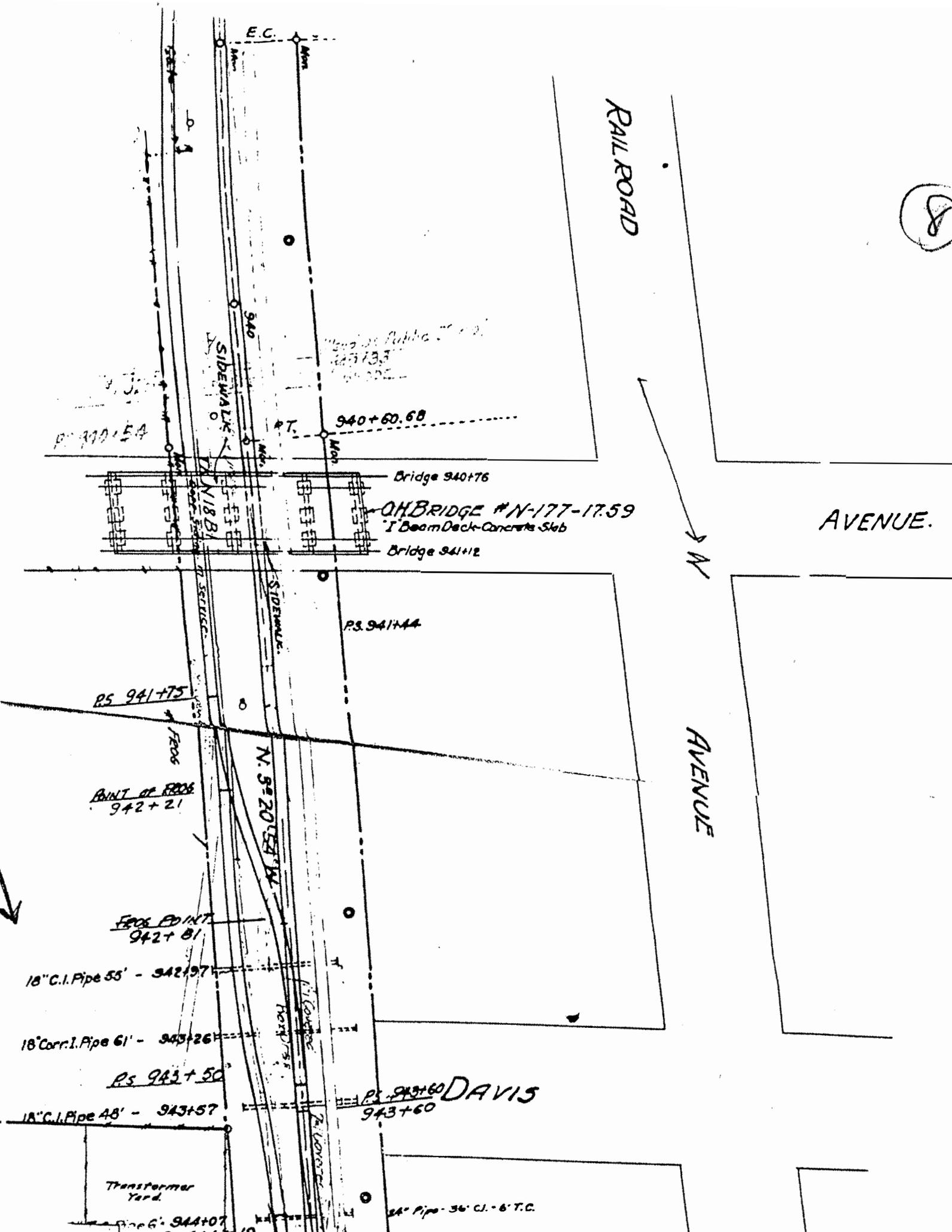
18" C.I. Pipe 48' - 943+57

P.S. 943+60 DAVIS  
943+60

Transformer  
Yard

18" Pipe 6' - 944+07

24" Pipe - 36' C.I. - 6' T.C.



PROPERTY DETAIL

V-00404  
Valley Stream

Page 1  
1/25/2001  
11:49AM

Property Code lfr30100  
Property Name Substation b Valley Stream-Gib  
Property Address Milepost# 1210

City/State/Zip Hempstead, NY 11581

Agency: LIR County: Nassau Municipality: Valley Stream  
Map: Plate: District: 450  
Sheet: 142  
Section: 37  
Block: 142 Lot: 30 Easement:  
Bet. Sta.: Valley Stream/Gibson  
Milepost #: StaMon#: 1210 Val Map#: V1D-154  
Prop Type: Substation Line Name: Far Rockaway

Stat Num: Division: Line Number:  
Stat Name: Pass. Count: 0

Cross St: *Rockaway Ave*  
*Sunrise Hwy* Imp. Year:

Flag: Volume: Nassau Tax RR Atlas City Acct: N  
Sq. Ft.: 0.1 Dimensions:

Notes:

REUC#: Block2: Lot2:  
IPIS Agency: IPIS Juris:  
DOF Exemp: BC:

ORE O Name:  
ORE RENA:

MTA O Name:  
MTA RENA 1:  
MTA RENA 2:

Acq/Rec. Info:

Instructions to Finance: Date Action Taken:  
Action Taken:

City Update Status:

FOR ADJOINING AREA SEE MAP NO. 5

6



FOR ADJOINING AREA SEE MAP NO. 11

6



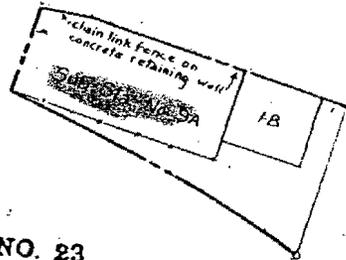
U. G. Bridge  
1/2 THRU PL GIRDER Solid Floor

ROOSEVELT  
(S. Franklin Ave)

H.T. POLE #12 1208170

Sold To:  
Inc. Village of Valley Stream  
21-7-27, 5/11/54  
22200000, 18,500

38 39



VALMAP  
VID-154

ORDER NO. 23  
RECORD OF CHANGES TO DATE.

STATION MAP - TRACKS & STRUCTURES  
THE LONG ISLAND RAILROAD COMPANY  
OPERATED BY

THE LONG ISLAND RAILROAD CO  
FAR ROCKAWAY BRANCH  
STATION 1194+50 TO STATION 1218+06  
SCALE 1" = 40'

ST  
TH

6



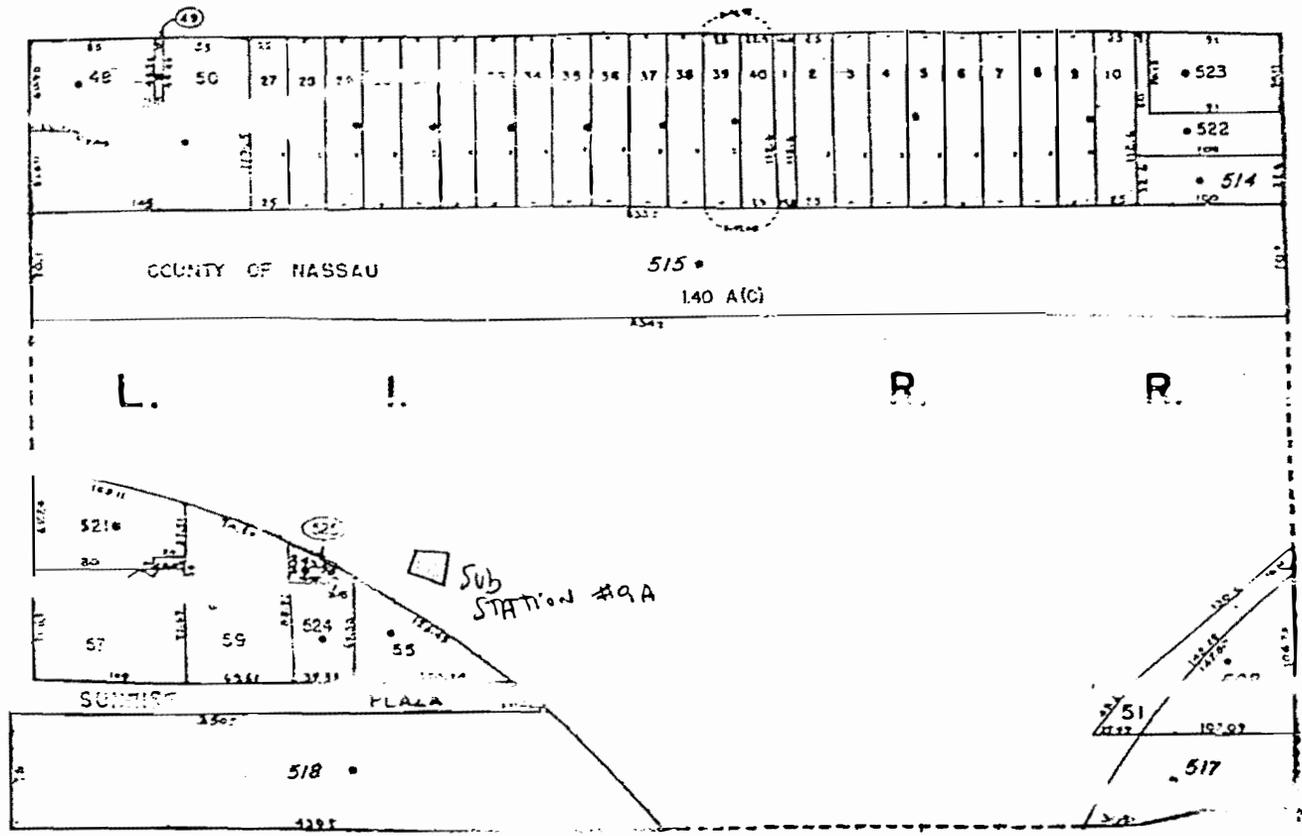
JAWTHORNE

(SCRANTON AVE.)

AVE.

SO. FRANKLIN AVE.

AVE



SO. FRANKLIN AVE.

DICK AVE

SUNRISE

(BROOKLYN AVE.)

HWY.

CTS  
IMAGE

PL. 11117 3  
1217 1

FRANKLIN AVE.

SUNRISE

LOT NO.	ACRES. A(L)
37-11	5.27
37-26	4.74
37-28	1.15
37-30	1.55

LOT NO.	ACRES. A(L)
37-11	5.27
37-26	4.74
37-28	1.15
37-30	1.55

37-26

ROCKAWAY AVE.

HWY. SEC. 37  
SEC. 39

4TH ST.

6

R3112816 MONTAUK DIV.  
010 VALLEY STREAM

37-11

WILEY STREAM BR.  
37-1

SUNRISE

HAWT

SEE SHEET 122

WILEY STREAM BROOK  
450  
458

S.D. 24  
S.D. 20



2

PROPERTY DETAIL

Inwood - Far Rockaway  
V-00-391

Page 1  
1/25/2001  
11:43AM

Property Code lfr39700  
Property Name Substation b Inwood-Far Rock  
Property Address Beach 12 St & Redfern Ave  
City/State/Zip Queens, NY 11691

Agency: LIR County: Queens Municipality: New York City  
Map: 2 Plate: District:  
Sheet: 59 Block: 015503 Lot: 2 Easement:  
Section: 59 Bet. Sta.: Inwood/Far Rockaway StaMon#: 975 Val Map#: V1D-166  
Block: 015503 Milepost #: Line Name: Far Rockaway  
Bet. Sta.: Inwood/Far Rockaway Prop Type: Substation

Stat Num: Division: Line Number:  
Stat Name: Pass. Count: 0  
Cross St: Daugherty Blvd Imp. Year:  
Flag: Volume: Redi-Fiche Vol 1 City Acct: N  
Sq. Ft.: 1.9 Dimensions: 500X124;

Notes:

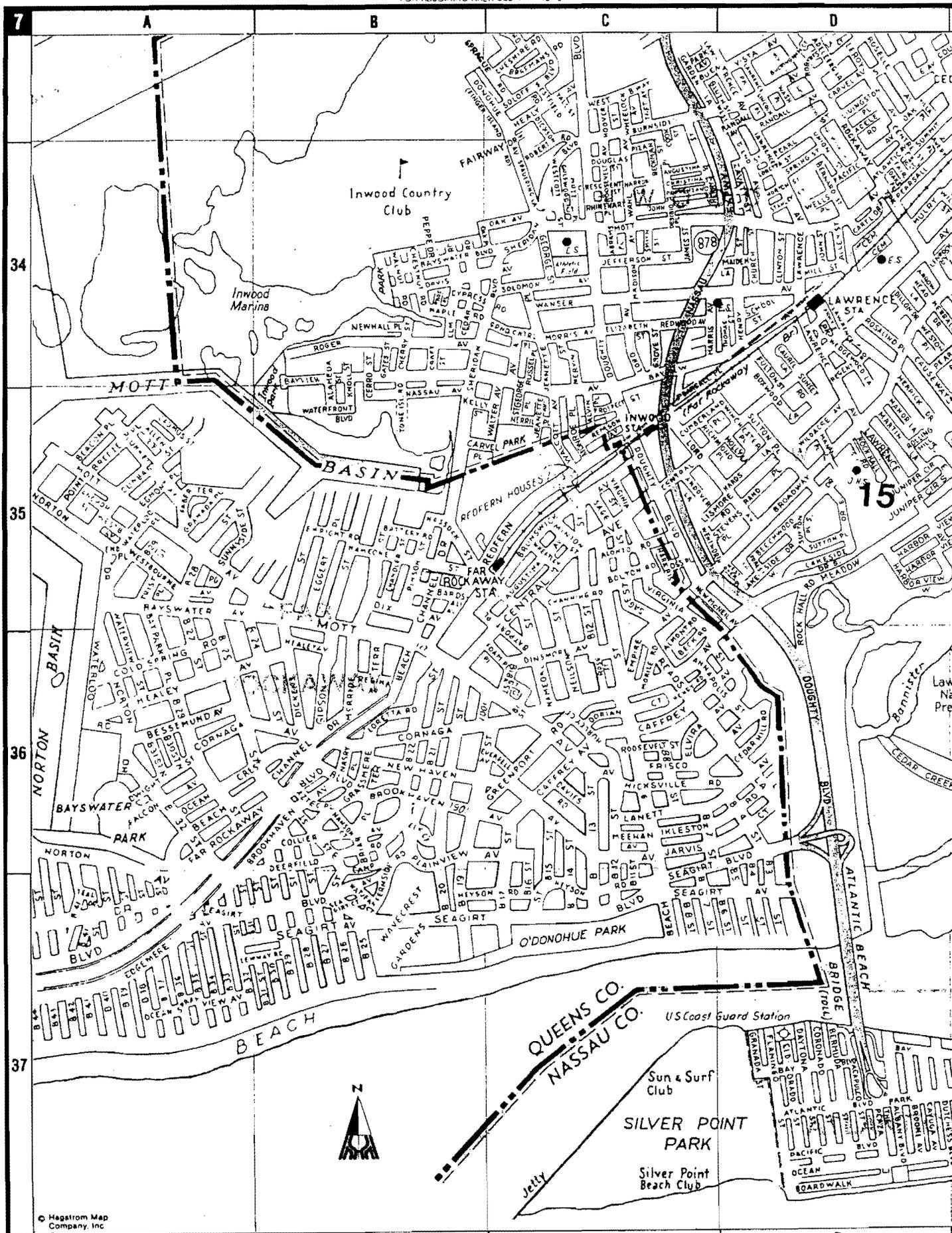
REUC#: K141-1 Block2: 80141 Lot2: 1151  
IPIS Agency: LIRR IPIS Juris:  
DOF Exemp: BC: U7

ORE O Name: LIRR CO  
ORE RENA: REQ 06666 MTA

MTA O Name: LIRR  
MTA RENA 1: REQ 59725  
MTA RENA 2: LIRR/MTA

Acq/Rec. Info:

Instructions to Finance: Date Action Taken: 6/12/1991  
Action Taken: UPDATED INFO  
City Update Status: YES



FOR ADJOINING AREA SEE HAGSTROM'S FIVE BOROUGH ATLAS

AVE.



gate

SUB STATION

2-B

2-CORR IRON BLDG.

M

(REMSON)

REDFERN

AVE.

PAUL MILL  
George Adams

METAL SHED  
FRIDGE  
70-8593

976+7L

P.S. 976+94

Lumber

0-47231

16378

No 13

N 72° 17' 20" E

975 New Walk

0-8901

0-8111

385

0-814

975 New Walk

0-8901

0-8111

385

0-814

PT. 972+74.38  
2° Cv.

975+00

20' C/L

rock mound  
D=1030'±

Map

Twisted Ribbon Fence  
63'±

No 14

of

Crestwood

(CRESCENT

Leased To:  
Frances Wipond  
4-2-42, 5/5/96  
1250 S.F., \$6.00/yr

Leased To:  
Richard Melker  
11-2-1126, 6/2/56  
1250 S.F., \$12.00/yr

STREET

AVE.



N

WALCOTT AVE

REDFERN

REMSEN AVE  
Sub STA

SECT 59 Vol  
BOOK 15503  
LOT 2

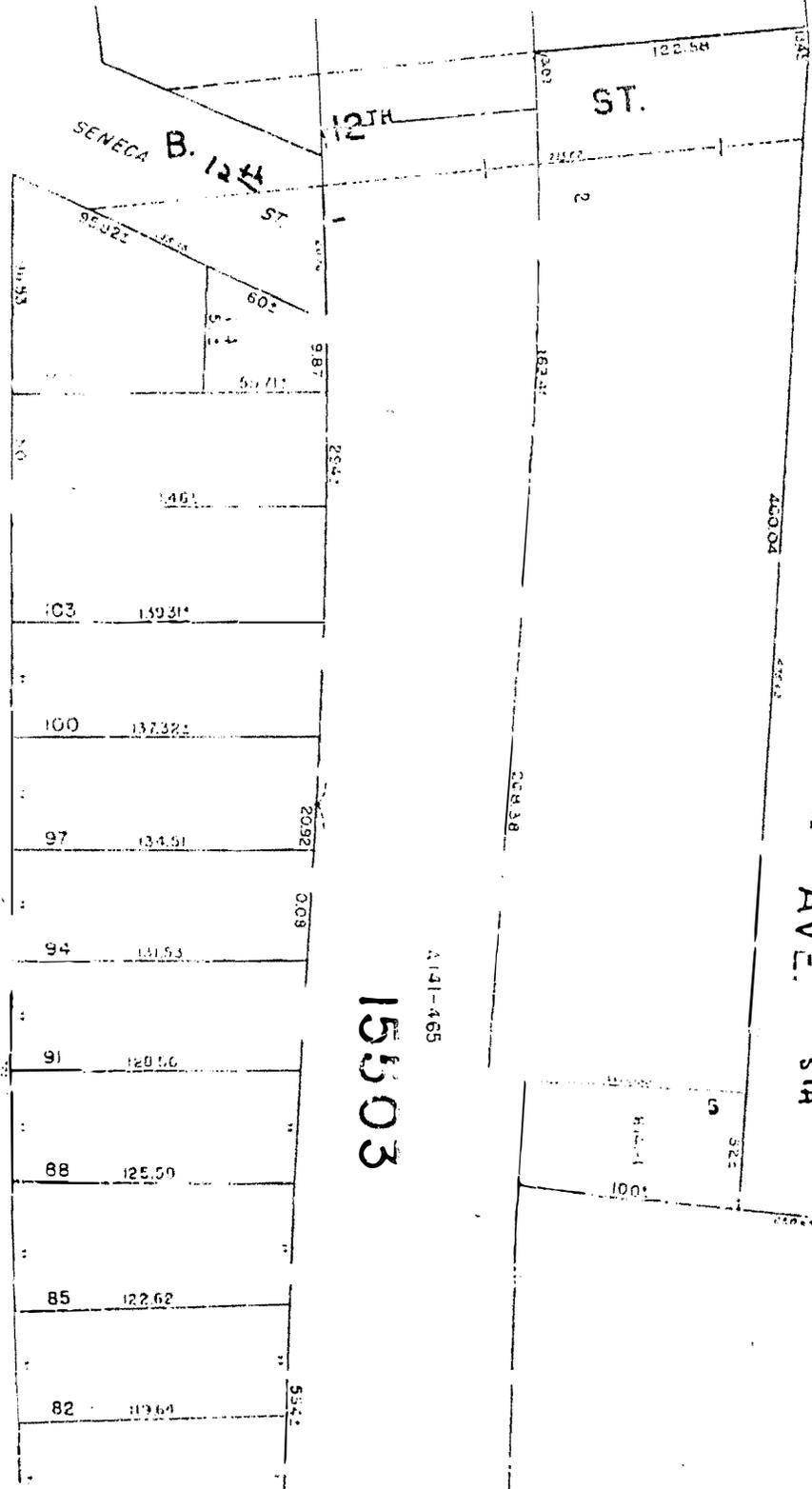
ST.

SENECA B. 12th ST

12th

BRUNSWICK

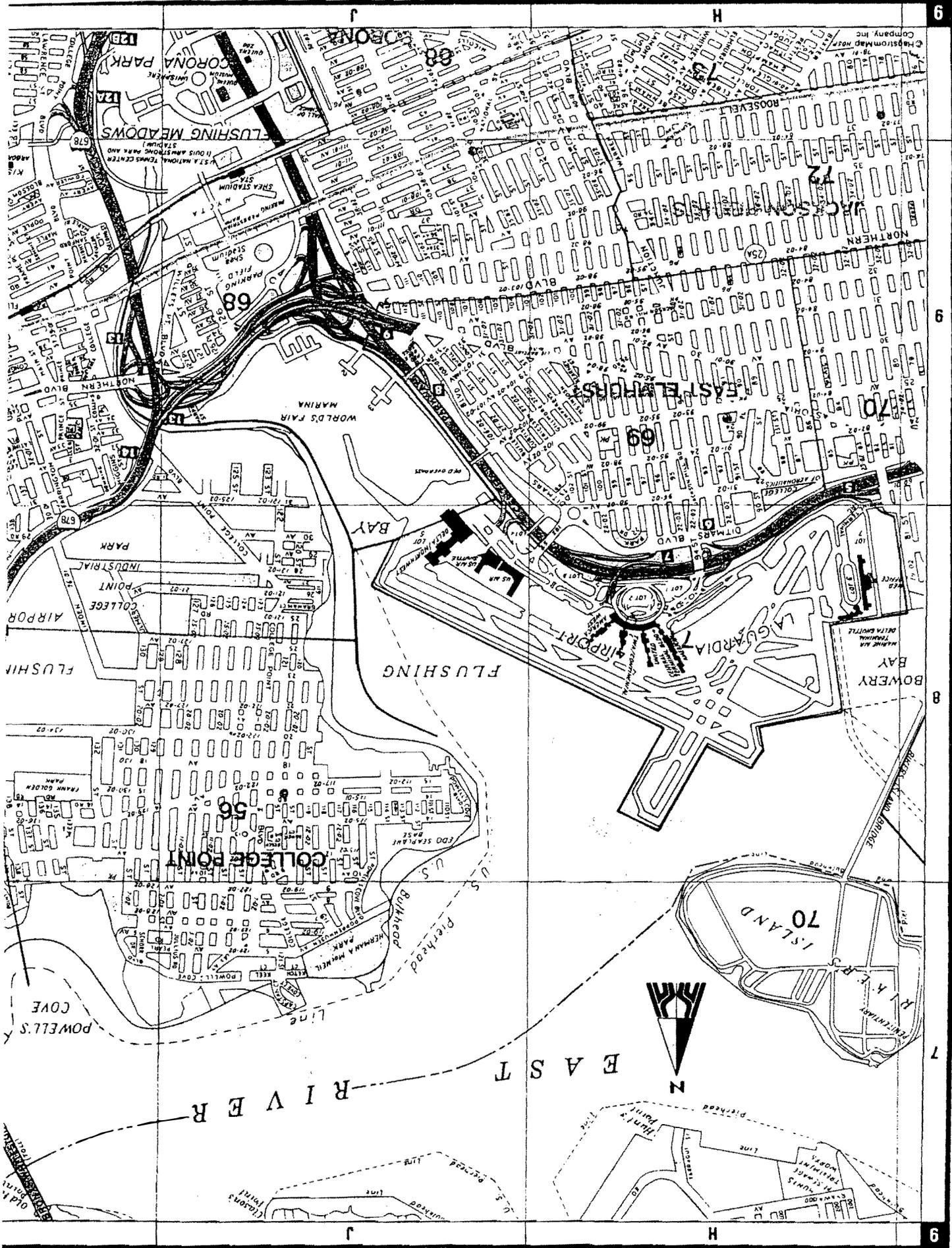
ESSEX ST



15503

A141-465

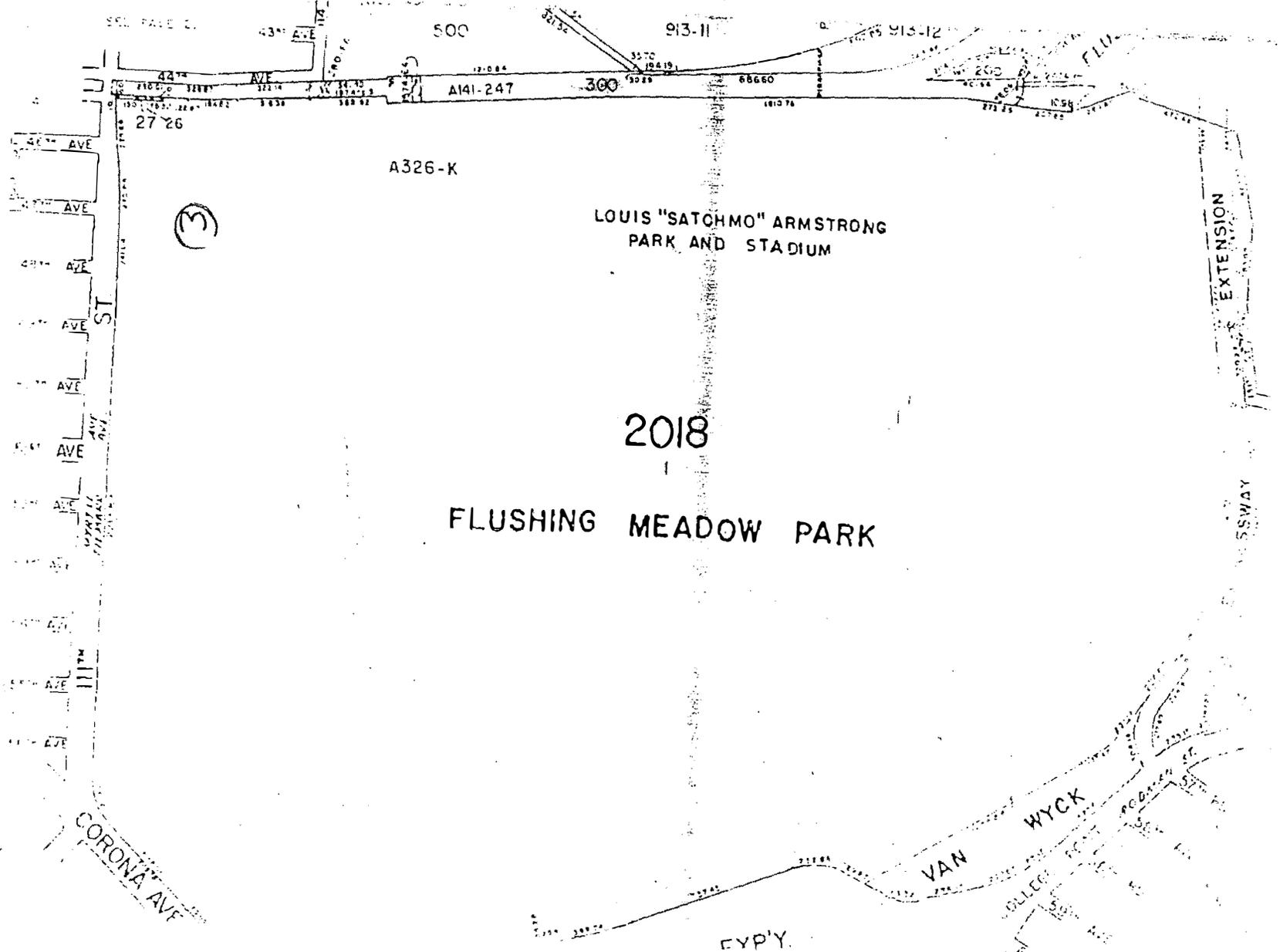




FOR ADJOINING AREA SEE MAP NO. 7

FOR ADJOINING AREA SEE MAP NO. 8





A326-K

LOUIS "SATCHMO" ARMSTRONG  
PARK AND STADIUM

2018

FLUSHING MEADOW PARK

CORONA AVE

VAN WYCK

EXTENSION

SSWAY

EYPY

PROPERTY DETAIL

Nassau Blvd.  
N-00399

Property Code Ihe01320  
Property Name Substation b Stewart Manor-Nas  
Property Address Sta-Mon# 91+39.48

City/State/Zip Hempstead, NY 11530

Agency: LIR County: Nassau Municipality: Garden City  
Map: Plate: District: 401  
Sheet: 114 Section: 33  
Block: 114 Lot: 17 Easement:  
Bet. Sta.: Stewart Manor-Nassau Blvd  
Milepost #: StaMon#: 90 Val Map#: V2H-191  
Prop Type: Substation Line Name: Hempstead

Stat Num: Division: Line Number:  
Stat Name: Pass. Count: 0

Cross St: Tanners Pond Rd Imp. Year:  
Flag: Volume: Nassau Tax RR Atlas City Acct: N  
Sq. Ft.: 0.35 Dimensions:

Notes:

REUC#: Block2: Lot2:  
IPIS Agency: IPIS Juris:  
DOF Exemp: BC:

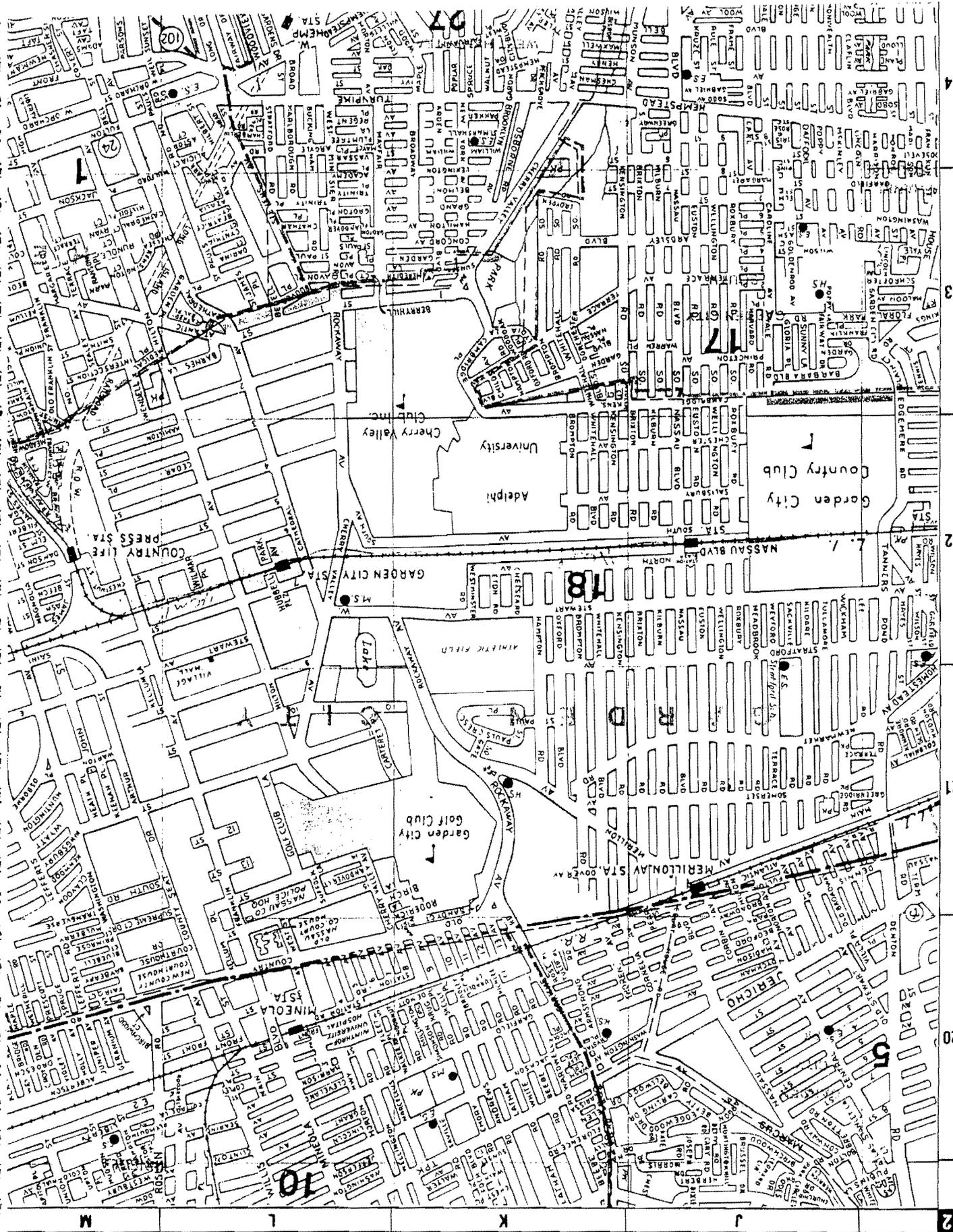
ORE O Name:  
ORE RENA:

MTA O Name:  
MTA RENA 1:  
MTA RENA 2:

Acq/Rec. Info:

Instructions to Finance:  
Action Taken:  
City Update Status:

Date Action Taken:

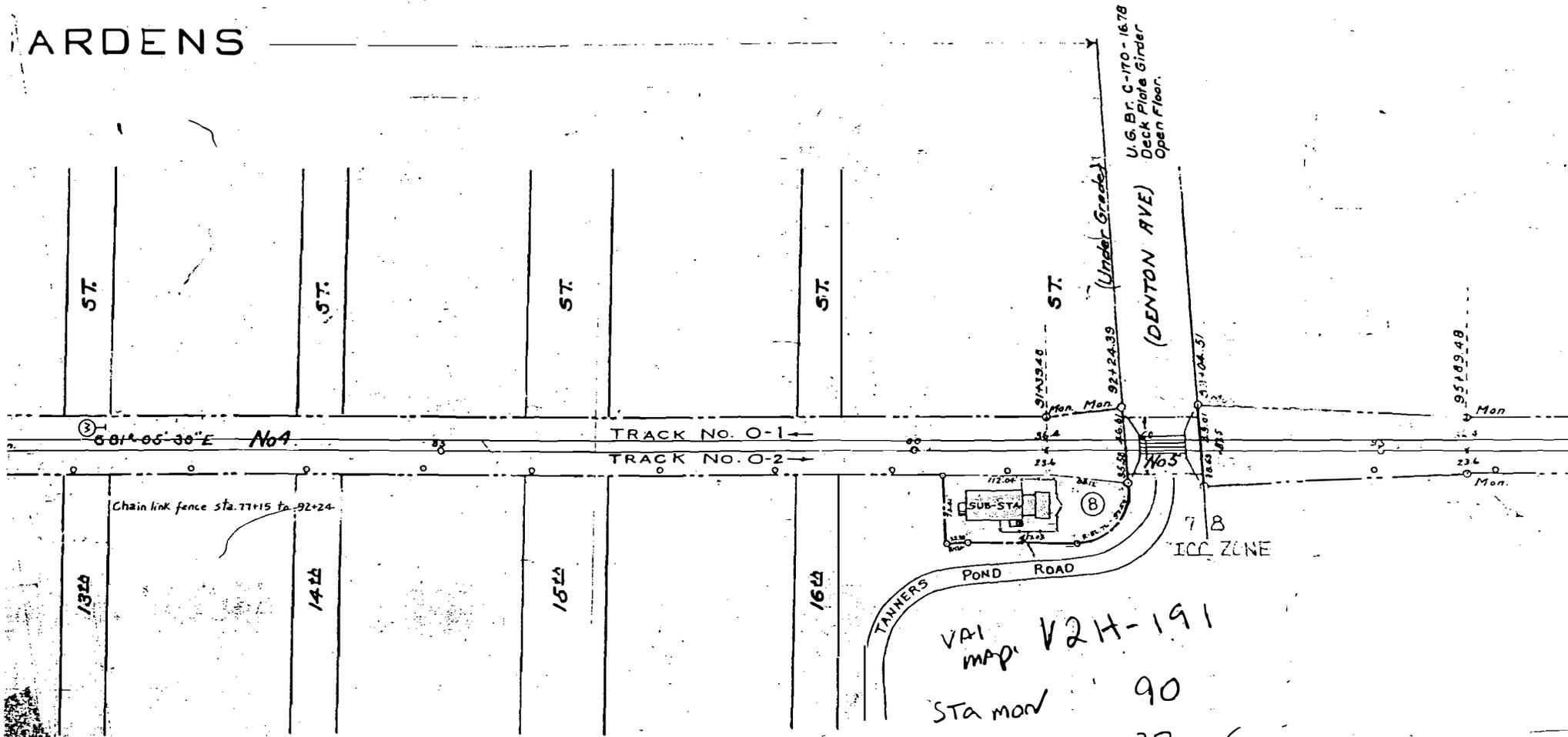


20

151-HCA Jm Jm

2

ARDENS



VAI MAP V2H-191  
 Sta mon 90  
 Sect 33  
 Block 114  
 Lot 17

NASSAU LIRR ATLAS

Hempstead Line - S/side ROW, W & N.  
 of Tanners Pond Rd, E/O  
 16th ST.

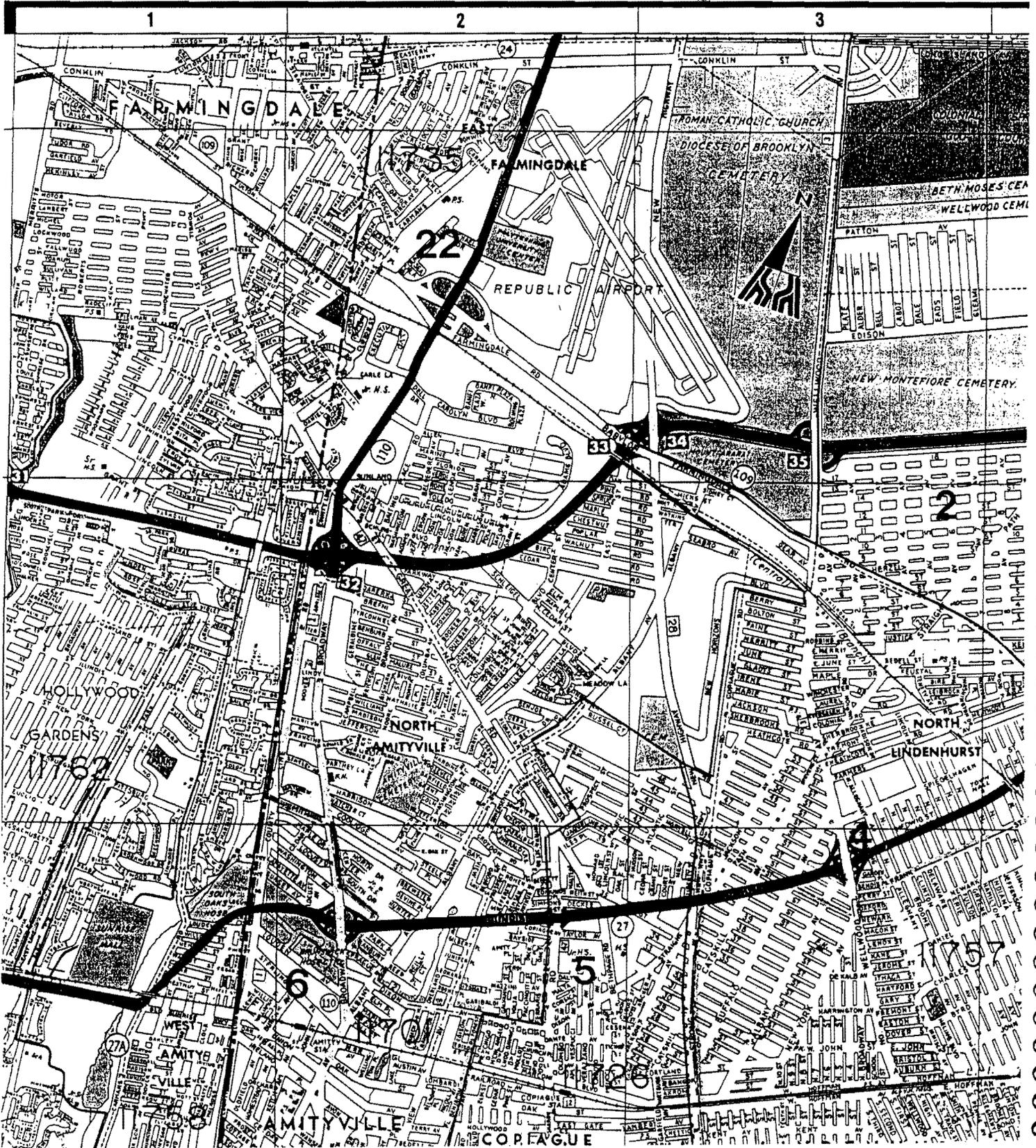
Nassau Hagnon pg.

Correct as of Dec. 31st, 1955-U.	Revision
Correct as of Dec. 31st, 1954-No	Revision
Correct as of Dec. 31st, 1953-Map	Revised
Correct as of Dec. 31st, 1952-No	Revision
Correct as of Dec. 31st, 1951-Map	Revised



FOR ADJOINING AREA SEE MAP NO. 3

19

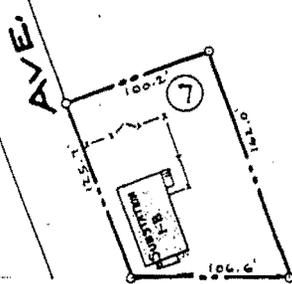




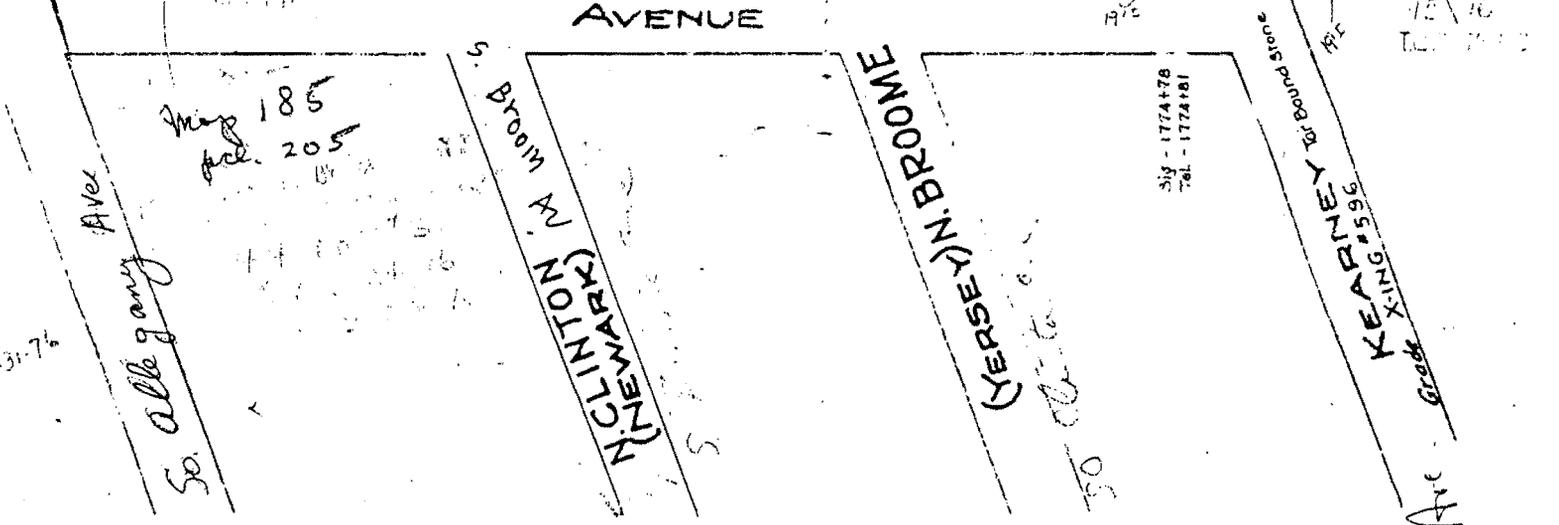
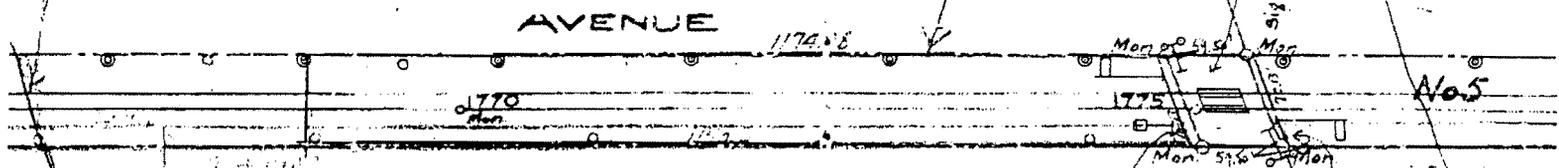
(81)

VH-59

85% TO 90% SUFF  
FOR INTERCOMPAR  
SUFFICIENT TO 2002



RLI-882  
P.E. APPROX. BY STATE OF NY  
IN RE ANTIWALL INVESTMENT SEC  
MAP 798-1, P.L. 91  
3,927 S.F.  
D.S. 11-14-75





Rockville Centre

PROPERTY DETAIL

Page 1  
1/25/2001  
12:48PM

V-00401

Property Code Iba09001  
Property Name Substation b Rockvill Ctr-Bald  
Property Address Sta-Mon# 1010  
Maple Ave  
City/State/Zip Hempstead, NY 11570

Agency: LIR County: Nassau Municipality: Rockville Ctr  
Map: Plate: District: 401  
Sheet: 144 Block: 144 Lot: 94 Easement:  
Section: 38 Bet. Sta.: Rockville Ctr/Baldwin StaMon#: 1010 Val Map#: V1-45  
Block: 144 Milepost #: Prop Type: Substation Line Name: Babylon  
Stat Num: Division: Line Number:  
Stat Name: Pass. Count: 0  
Cross St: N. Forest Ave Imp. Year:  
Flag: Volume: Nassau Tax RR Atlas City Acct:  
Sq. Ft.: 1.84 Dimensions:

Notes:

REUC#: Block2: Lot2:  
IPIS Agency: IPIS Juris:  
DOF Exemp: BC:

ORE O Name:  
ORE RENA:

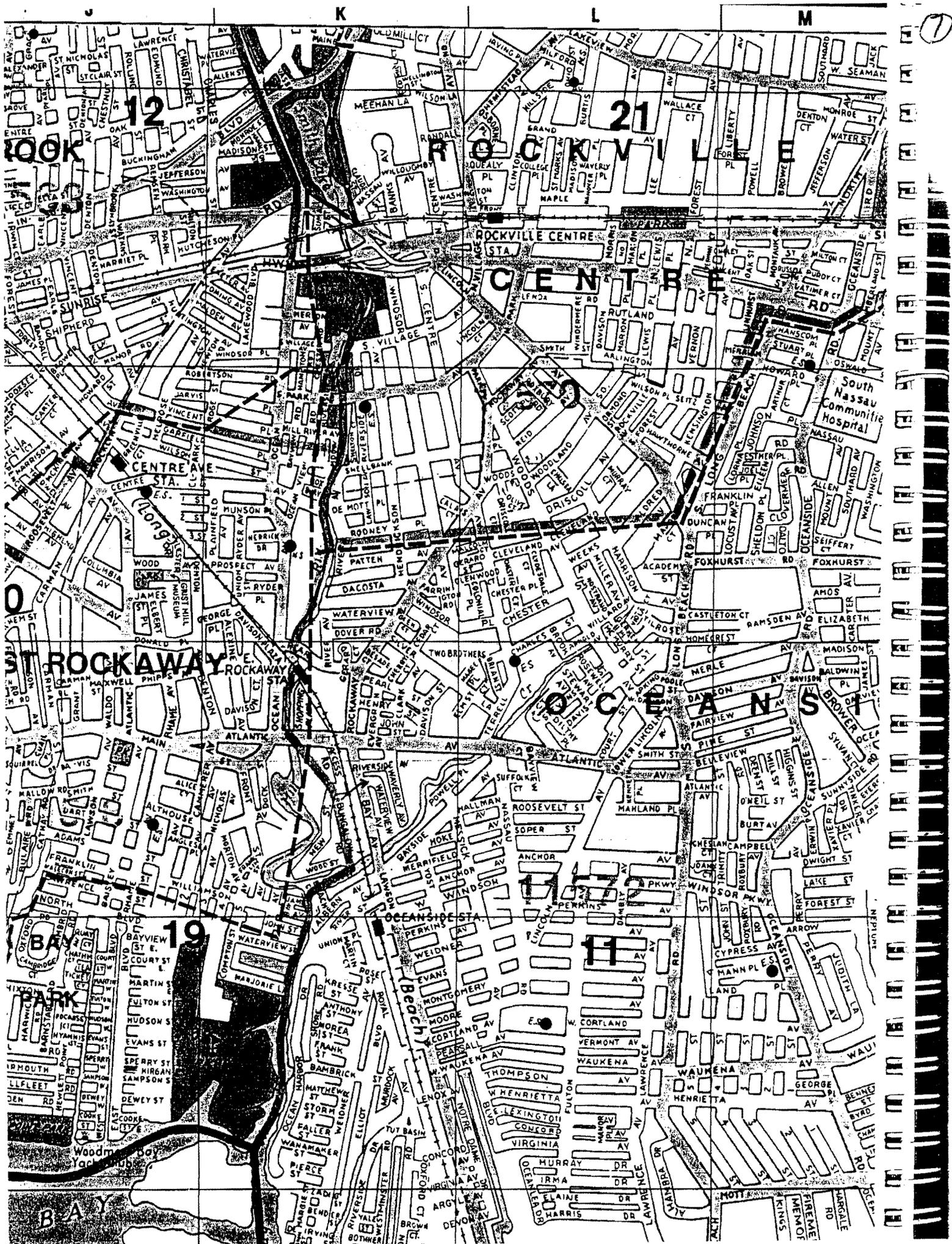
MTA O Name:  
MTA RENA 1:  
MTA RENA 2:

Acq/Rec. Info:

Instructions  
to Finance:  
Action Taken:

Date Action  
Taken:

City Update  
Status:



LOOK

12

21

ROCKVILLE CENTRE

SOCCER ANNS

19

ST ROCKAWAY

BAY

BAY



FOREST

No. 1 AVENUE

Match Mark No. U.G. Br. No. 19.01

1004+32 R.S.

Retaining Wall

No. 2

34.34  
100.200

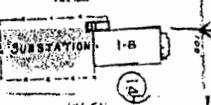
R.S. 1006+4.0

No. 3

Retaining Wall

RUI 650  
P.E. 2 VANDER  
REYNOLDS  
300 S.F.

Sold To:  
Vill of Rutledge Centre,  
RUI-710, 7/2/63  
300 S.F., \$400.50  
maple



SECT 38  
Block 14  
14

LIFF  
A+PO



LONG BE

**PROPERTY DETAIL**

Mineola

V-00398

Page 1  
4/5/2001  
4:07PM

**Property Code** Iml22001  
**Property Name** Substation E/o Mineola Station  
**Property Address** Sta-Mon# 990

**City/State/Zip** North Hempstead, NY 11501

LIR  
9  
104  
Mineola/Carle Place  
18  
Substation  
  
Main/Front Sts  
7.54  
Substation G-16

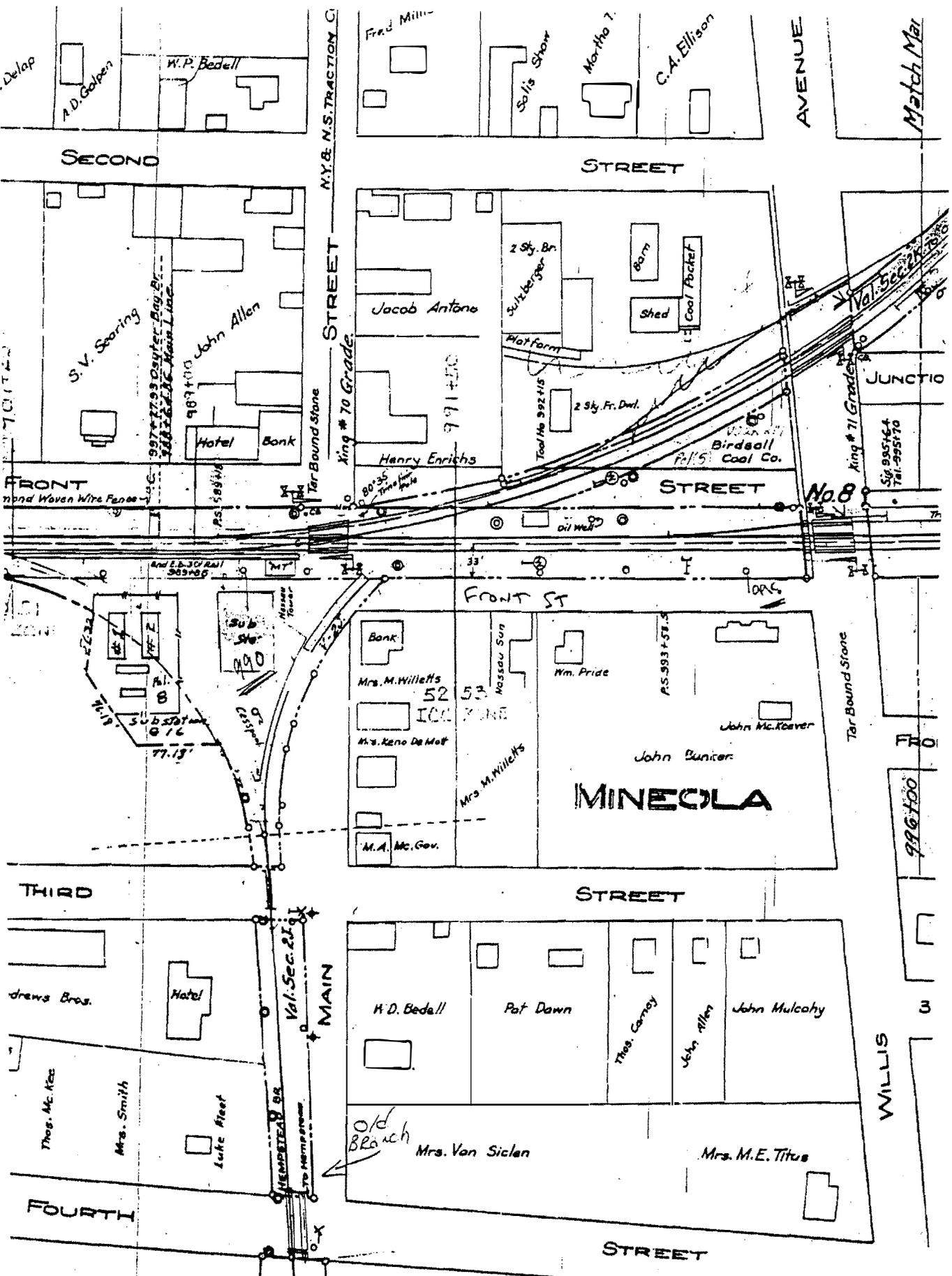
**County:** Nassau  
**Plate:**  
**Lot:** 218  
**StaMon#:** 990  
**Division:**  
**Volume:** Nassau Tax Atlas-sheet 104  
**Dimensions:**  
  
**Block2:**

**Municipality:** V. Mineola  
**District:** 702  
**Easement:**  
**Val Map#:** V2-42  
**Line Name:** Main Line  
**Line Number:**  
**Pass. Count:** 0  
**Imp. Year:**  
**City Acct:**  
  
**Lot2:**  
**IPIS Juris:**  
**BC:**

**Date Action  
Taken:**



FOR ADJOINING AREA SEE MAP NO. 13



ORDER NO. 88  
 RECORD OF CHANGES TO DATE

**RIGHT OF WAY AND TRACK MAP  
 THE LONG ISLAND RAILROAD COMPANY.**

OPERATED BY  
 THE LONG ISLAND RAILROAD CO.

**MAIN LINE**

STATION 943+00 TO STATION 996+00

SCALE 1" = 100' JUNE 30, 1918

OFFICE OF VALUATION ENGINEER  
 JAMAICA, NEW YORK

V2B-42

12  
 Y.  
 6+00  
 R.

5115