

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

In the Matter of the Implementation of Investigation Programs
and, if necessary, Remediation Programs for Certain Former
Manufactured Gas Plant and Gas Holder Station Locations by:

**Voluntary Cleanup
Agreement**

Index No.

Consolidated Edison Company of New York, Inc.,

Volunteer.

WHEREAS, the Department is responsible for enforcement of the ECL and the NL and such laws provide the Department authority to enter into this Voluntary Cleanup Agreement (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, by letter dated October 22, 1999, the Department requested from Volunteer information regarding the existence of any locations, in addition to those identified in Volunteer's prior notifications to the Department, at which Volunteer or its corporate predecessors formerly operated manufactured gas plants ("MGP");

WHEREAS, in response to that request, Volunteer tentatively identified the properties covered by this Agreement as locations at which Volunteer and/or its corporate predecessors may have formerly owned or operated MGPs or gas holders used for the storage of manufactured gas;

WHEREAS, Volunteer represents, and the Department has relied upon such representations in entering into this Agreement, that Volunteer's involvement with the properties covered by this Agreement is limited to Volunteer's past and/or present ownership of such properties (or portions thereof) as specified in Exhibit "A" and to former ownership and/or past operation of an MGP or gas holder station on or in proximity to each such property by Volunteer and/or one or more of Volunteer's corporate predecessors;

WHEREAS, the parties are entering into this Agreement in order to set forth a process through which the Department will approve and Volunteer will implement activities designed to address in whole or in part environmental contamination that may exist at each property covered by this Agreement; 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 properties covered by it with private 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": with respect to each individual property covered by this Agreement, it is agreed that the Contemplated Use for each such property shall be as set forth in Exhibit "A" to this Agreement; provided however, that Volunteer may elect, upon written notice to the Department, to change the Contemplated Use specified in Exhibit "A" for any individual property (or portion thereof if the property was subdivided and sold after the MGP or gas holder station located on it was closed) prior to Volunteer's submittal of a proposed Remedial Action Work Plan for the property or before the Department's issuance of a release and covenant not to sue for the property pursuant to Subparagraph II. H in the event that the Department determines that no remediation is required for it to be used for the Contemplated Use specified in Exhibit "A." After Volunteer's submittal of a proposed Remedial Action Work Plan for a property or after the Department's issuance pursuant to Subparagraph II. H of a release and covenant not to sue for a property, in the event that the Department determines that no remediation is necessary for the property to be used for the Contemplated Use specified in Exhibit "A," Volunteer must obtain the Department's express written waiver of the change in the property's Contemplated Use, which waiver will not be unreasonably withheld by the Department but may be conditioned on further remedial activity or restrictions at the property.

B. "Existing Contamination": any substance which is identified at a Site and characterized to the Department's satisfaction during the implementation of this Agreement, provided that such substance:

1) is included on the list of hazardous substances promulgated pursuant to ECL § 37-0103, and is a component or constituent of the by-products, residuals or wastes (collectively "wastes") associated with the MGP and/or gas holder station operated by Volunteer and/or its corporate predecessors in the past at the Site, or which otherwise resulted from the operations of Volunteer and/or its corporate predecessor entities at the Site; or

2) is included on the list of hazardous substances promulgated pursuant to ECL § 37-0103, and is an extraneous contaminant not associated with the MGP operations, gas holder operations, or other operations that Volunteer and/or Volunteer's corporate predecessors conducted at the Site, but is commingled or intermingled with wastes from the MGP operations, gas holder operations, or other operations that Volunteer and/or Volunteer's corporate predecessors conducted at the Site; provided that, the concentrations of hazardous substances contained in the commingled or intermingled wastes as a result of the MGP operations, gas holder operations, or other operations that Volunteer and/or Volunteer's predecessors conducted at the Site are such that the commingled or intermingled wastes would independently require the implementation of remedial action considering the Contemplated Use of the Site on which those wastes exist, even if the wastes did not contain the extraneous contaminant.

Contamination other than Existing Contamination is not required to be addressed under this Agreement unless it is commingled or intermingled with Existing Contamination that alone would independently require the implementation of remedial action as provided above in Subparagraph B.2.

C. "Site": each individual property listed in Exhibit "A" to this Agreement, which Exhibit, as of the effective date of this Agreement, also further identifies each property by a map indicating its location, tax lot and block number, Contemplated Use, and current ownership. Not later than ninety (90) Days after the effective date of this Agreement, Volunteer shall submit for each such property (or portion thereof if a property was subdivided and sold after the MGP or gas holder station located on it was closed) a copy of a deed, report, or other document providing a metes-and-bounds description of the property, which information shall be incorporated into Exhibit "A". The term "Site" shall be construed to mean: (i) each individual property listed in Exhibit "A", as that Exhibit may be amended and supplemented as provided in Subparagraph I. B and in this Subparagraph; or (ii) all of the individual properties collectively when the context of this Agreement requires such construction to give full meaning to this Agreement. For the purposes of Subparagraphs I.A, II. F, II.G, and II.H and Paragraphs IX and X of this Agreement, the term "Site" shall also be construed to mean each individual property (or portion thereof in the event that a property was subdivided and sold after the MGP or gas holder station located on it was closed).

D. "Volunteer": Consolidated Edison Company of New York, Inc., a New York corporation, with offices at 4 Irving Place, New York, New York 10003.

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. "Site Characterization Work Plan" if the Work Plan provides for the identification of (i) the presence of any Existing Contamination at a Site or any portion or operable unit thereof, (ii) any actual or potential adverse impact to fish and wildlife resources from Existing Contamination at a Site or any portion or operable unit thereof, (iii) an actual or potential risk to public health due to exposure to Existing Contamination at the Site or any portion or operable unit thereof, (iv) the presence of Existing Contamination at the Site or any portion or operable unit thereof at concentrations that exceed applicable regulatory standards or that exceed the cleanup objectives for the Site considering the nature of the Site and its Contemplated Use, or (v) Existing Contamination that emanates beyond the property boundary

2. "Remedial Investigation Work Plan" if the Work Plan provides for the investigation of the nature and extent of the Existing Contamination at a Site (or any portion or operable unit thereof) or any of the conditions specified in Subparagraph II.A.1(i) - (v) above have been identified as present at a Site(or any portion or operable unit thereof);

3. "IRM Work Plan" if the Work Plan provides for an interim remedial measure;

4. "Remedial Action Work Plan" if the Work Plan provides for the remediation of a Site (or any portion or operable unit thereof) to cleanup levels sufficient to allow for the Contemplated Use of the Site; or

5. "OM&M Work Plan" if the Work Plan provides for post-remedial construction operation, monitoring and/or maintenance.

B. Submission/Implementation of Work Plans

1. The first proposed Work Plans to be submitted under this Agreement shall be submitted in accordance with the schedule set forth as part of Exhibit "A." Thereafter, Volunteer can submit such other and additional work plans it deems appropriate. By November 15th of each year, Volunteer shall submit for the review and approval of the Department an updated schedule for the submission of additional work plans. If the Department disapproves the updated schedule, Volunteer shall revise the updated schedule in accordance with the Department's comments and submit additional work plans at the times and for the Sites (or portions or operable units thereof) specified in that schedule or terminate this Agreement in accordance with Paragraph XII.

2. A proposed Work Plan submitted for the Department's review and approval 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. All such Work Plans, other than a Site Characterization or Remedial Investigation Work Plan, must be prepared under the supervision of, and signed and sealed by, a Professional Engineer. 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. In the event that the Department disapproves a proposed Work Plan, the Department's notice shall include an explanation of the basis for the disapproval. Within twenty (20) Days after receiving written such notice of disapproval, Volunteer shall elect in writing to: (i) modify or expand the proposed Work Plan to address the Department's concerns; (ii) invoke dispute resolution pursuant to Paragraph XIII; or (iii) terminate the applicability of this Agreement to the Site (or portion or operable unit thereof) to which the proposed Work Plan applied 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 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 with respect to the Site (or portion or operable unit thereof) for which the Work Plan revisions are required.

D. Submission of Final Reports

1. In accordance with the schedule contained in a Work Plan, Volunteer shall submit a final report with a cover page containing the caption of that Work Plan as set forth in Subparagraph II.A of this Agreement. 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 a Site Characterization Work Plan or Remedial 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 at such Site in full accordance with the Site Characterization or Remedial Investigation Work Plan approved by the Department, while all other final reports must contain such a certification made by a Professional Engineer with primary responsibility for the day-to-day performance of the activities under this Agreement.

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) and terminate the applicability of this Agreement pursuant to Subparagraph XII.A with respect to the Site (or portion or operable unit thereof) for which the submittal was disapproved by the Department; (iii) invoke dispute resolution pursuant to Paragraph XIII; or (iv) terminate this Agreement in its entirety 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 for a Site or any portion or operable unit thereof (or such longer time frame as the parties may agree in writing for the submission of an IRM or Remedial Action Work Plan following the Department's approval of the final Site Characterization or Remedial Investigation report for a Site), Volunteer

shall submit such additional Work Plan as it proposes to implement for that Site (or portion or operable unit thereof). Failure to submit any additional proposed Work Plan within such period shall constitute cause for the Department to terminate the applicability of this Agreement to the Site (or the portion or operable unit thereof) to which the final report related pursuant to Subparagraph XII.A and the Department may pursue whatever remedies may be available under this Agreement or under law with respect to that Site.

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.

F. Department's Determination of Need for Additional Investigation or for Remediation

A. The Department will determine upon its approval of the final report for each Site Characterization Work Plan and Remedial Investigation Work Plan implemented pursuant to this Agreement whether additional investigation of the Site (or any portion or operable unit thereof) for which such Work Plan was conducted is needed to identify and characterize sufficiently the Existing Contamination present on the Site (or portion or operable unit thereof). If the Department determines that additional investigation is needed for a Site (or any portion or operable unit thereof), the Department will timely notify Volunteer in writing and Volunteer may elect to submit for the Department's review and approval a Remedial Investigation Work Plan (or a revision to an existing Remedial Investigation Work Plan) for such Site (or portion or operable unit of the Site covered by the Department's determination). If Volunteer elects not to develop a Work Plan (or a revision to an existing Remedial Investigation Work Plan) under this Subparagraph or either party concludes that a mutually acceptable Work Plan (or Work Plan revision) under this Subparagraph cannot be negotiated, then the applicability of this Agreement shall terminate in accordance with Subparagraph XII.A with respect to the Site (or portion or operable unit thereof) for which the Department determined that such Work Plan (or Work Plan Revision) was necessary.

B. The Department will determine upon its approval of the final report dealing with the investigation of a Site (or implementation of an IRM Work Plan, if any) whether remediation, or additional remediation as the case may be, is needed to allow such Site to be used for its Contemplated Use.

1. The Department shall timely notify Volunteer in writing if it determines that remediation, or additional remediation, is not needed to allow the Site (or any portion or operable unit thereof) to be used for its Contemplated Use. If the Department determines that additional remediation is not needed and such determination is based upon use restrictions, Volunteer shall file a Declaration of Covenants and Restrictions in accordance with Paragraph X within sixty (60) Days of its 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 a Site (or any portion or operable unit thereof) to be used for its 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 such Site's 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)(5) as well as the implementability of such proposed remedy. 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 posed by the Existing Contamination and must result in the Site's being protective of public health and the environment for the Site's 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 (or Work Plan revision) under this Subparagraph or either party concludes that a mutually acceptable Work Plan (or Work Plan revision) under this Subparagraph cannot be negotiated, then the applicability of this Agreement shall terminate in accordance with Subparagraph XII.A with respect to the Site for which the Department determined that such Work Plan (or Work Plan Revision) was necessary.

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

Whenever a Work Plan for a Site's remediation (other than an IRM Work Plan) is proposed, the Department will 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 mail an equivalent notice to the local municipality within which the Site is located. The Department will 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 Site's Contemplated Use, Volunteer agrees to negotiate revisions to the proposed Work Plan in accordance with Paragraph II.C. 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 terms of this Agreement; (ii) no requirements other than those remedial actions already conducted at the Site, if any, or those OM&M activities or engineering or institutional controls, if any, being implemented at the Site are necessary to assure that Site conditions are protective of the public health and the environment based upon the Site's Contemplated Use; and (iii) Volunteer has complied, if required, with Paragraph X with respect to the Site, the Department shall provide Volunteer with the Release and Covenant Not to Sue attached hereto as Exhibit "C," subject to the terms and conditions stated therein, for the Site.

I. Submission of Annual Reports, If Required

If institutional or engineering controls are relied upon as part of the remedy implemented for any Site under this Agreement, Volunteer shall cause the filing of an annual report by January 15th

until the termination Date of this Agreement or until the Department notifies Volunteer in writing that the remedial process is concluded. Such annual report shall be signed by a Professional Engineer and shall contain a certification that the institutional and engineering controls put in place pursuant to this Agreement are still in place, have not been altered, and are still effective.

III. Progress Reports

Volunteer shall submit a written progress report and schedule of its actions under this Agreement, in the format included in Exhibit F, to the parties identified in Subparagraph XI.A.1 by the 10th day of each month commencing with the month subsequent to the approval of the first Work Plan required under this Agreement 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 results of sampling and tests and all other data received or generated by Volunteer or Volunteer's contractors or agents, 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 to be undertaken in 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 defense to compliance pursuant to this Paragraph.

V. Entry upon Site

Volunteer hereby consents, upon reasonable notice under the circumstances presented, to entry upon each Site owned by it or under its control and those areas in the vicinity of each such Site which may be owned or 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. Volunteer shall, if requested by the Department, provide the Department with suitable office space at the Site, including access to a telephone, to the extent same are available to Volunteer. Upon request, Volunteer shall 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.

VI. Payment of State Costs

Volunteer shall make payments to the Department in order to pay for State expenses (including, but not limited to, direct labor and fringe benefits, overhead, travel, analytical costs and contractor costs). Costs associated with environmental monitors will be paid from an advance of funds submitted by the Volunteer and all other State costs associated with this Agreement will be reimbursed, after the fact, based on an itemized invoice from the Department. The procedures for each type of costs are set forth below.

A. Environmental Monitor Costs

1. The Department may establish an interest bearing account ("Environmental Monitor Account") into which it will place all monies received from Volunteer under the provisions of this Agreement for the purpose of paying the State's expenses for environmental monitors to review and revise submittals made pursuant to this Agreement, to oversee activities conducted pursuant to this Agreement, to collect and analyze samples from and around the Site, and to administer the requirements of this Agreement. Alternatively, the Department will deposit such monies into the Environmental Monitor Account already set up pursuant to Voluntary Cleanup Agreement, Index #: D3-0001-00-07, between the Department and Volunteer for the Tarrytown Former Manufactured Gas Plant Site.

2. Volunteer shall submit to the Department, upon request, a sum which shall represent the State's estimate of the first year environmental monitor expenses (including, but not limited to, direct labor and fringe benefits, overhead, travel, and analytical costs). If Volunteer's current advance on hand exceeds the required amount, the difference will be applied toward future environmental monitor costs. If Volunteer's current advance on hand is less than the required amount, the difference shall be submitted to the Department within thirty (30) Days from Volunteer's receipt of an itemized invoice from the Department. Such payment shall be remitted to:

New York State Department of Environmental Conservation
625 Broadway
Albany, New York 12233-1510
Attention: Environmental Monitors

3. Volunteer shall make subsequent payments for environmental monitor expenses to the Department within thirty (30) Days after receipt of an itemized invoice for such expenses from the Department for the duration of this Agreement in order to maintain an account balance sufficient to meet the next nine months anticipated costs.

4. Failure to make the required payments shall be a violation of this Agreement.

The Department reserves all rights to take appropriate action to enforce the Environmental Monitor payment provisions.

5. The Environmental Monitor(s) shall, when present at the Site, abide by all of Volunteer's and/or Site owner's health and safety and operational requirements and policies; provided, however, that this subparagraph shall not be construed as limiting the Environmental Monitors' powers as otherwise provided for by statute, regulation or Departmental guidance and shall not result in the Environmental Monitor's being less protected than the Environmental Monitor(s) would be if he or she were to abide by State and Federal health and safety requirements.

B. All Other State Expenses

Within 30 Days after receipt of an itemized invoice for all other State expenses (including, but not limited to, direct labor and fringe benefits, overhead, travel, analytical costs and contractor costs) from the Department, the Volunteer shall pay to the Department a sum of money which shall represent reimbursement for the State's expenses for all other State expenses incurred in association with this Agreement. Such payments shall be sent to the following address:

New York State Department of Environmental Conservation
Division of Environmental Remediation
625 Broadway
Albany, New York 12233-7010
Attention: Director, Bureau of Program Management, DER

C. Cost Documentation

State eligible costs for environmental monitors as well as State support staff include, but are not limited to, direct labor, fringe benefits, indirect cost, travel, supplies, equipment, including the lease of vehicles (if necessary) and their full operating costs, analytical costs and other contractual costs for work related to this Site to the effective date of this Agreement, as well as for the activities conducted pursuant to this Agreement.

I. Personal Service

- i. Actual personal service costs (direct labor) will be based on site specific time and activity (T&A) codes and costs.
- ii. Itemization of the personal service costs shall include an accounting of personal services indicating the employee name, title, bi-weekly salary, and time spent (in hours) on the project on the site during the billing period identified by an assigned time and activity code. This information shall be documented by reports of Direct Personal Service.
- iii. Federally approved agency fringe benefits and indirect cost rates shall be applied to personal service costs.

2. Non-Personal Service

- i. Non-personal service costs are prorated based on the percentage of T&A incurred for each site subject to this agreement for that time period.
- ii. Non-personal service costs shall be summarized by category of expense (e.g., supplies, travel, equipment, contractual) and shall be documented by expenditure reports. Copies of actual invoices will not be provided but shall be made available for inspection on request for auditing purposes.

D. Volunteer may dispute an invoice by informing the Department in writing that the amount of such invoice is unreasonable. For the purposes of this Agreement, the sole grounds for determining that an invoice is unreasonable are that: (i) the invoice contains clerical, mathematical, or accounting errors; (ii) that all or a portion of the invoice cannot be substantiated by the documentation identified in Subparagraph VI.C of this Agreement; or (iii) that the invoice includes costs that are not related to the State's reimbursable activities under this Agreement. Within thirty (30) Days of its receipt of a disputed invoice, Volunteer shall pay all non-disputed amounts and file its written objection to the invoice with the Division of Environmental Remediation's Director of Program Management (for non-Monitor related costs) or the Monitor Office (for Monitor Related costs). The Director or the Director's designee shall have the authority to relieve Volunteer of the obligation to pay invalid costs. Within thirty (30) Days of its receipt of the Department's determination of the objection, Volunteer shall pay to the Department the amount that the Director or Director's designee determines Volunteer is obligated to pay under the terms of this Agreement

E. Upon the termination of this Agreement and Volunteer's payment of any outstanding State costs and expenses provided for in this Agreement, the Department shall return the unexpended advance balance in the Environmental Monitor Account, including interest, to Volunteer.

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 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 party, 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 defenses under applicable law respecting any assertion of remedial liability by the Department against Volunteer, and further reserves all rights respecting the enforcement of this Agreement, including the rights to notice, to be heard, to appeal, and to any other due process. The existence of this Agreement or Volunteer's compliance with it shall not be construed as an admission of liability, fault or wrongdoing 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.L, Volunteer reserves such rights as it may have to seek and obtain contribution, indemnification and/or any other form of recovery from any party including its insurers and/or other potentially responsible parties and/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 prior to the Termination Date except for liability arising from willful, wanton or malicious acts or acts constituting gross negligence 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 of its plans to seek indemnification pursuant to this Paragraph prior to commencing a lawsuit seeking indemnification pursuant to this Paragraph.

IX. Public Notice and Acquisition of Access to Sites Not Owned by Volunteer

A. 1. Except as otherwise provided below in Subparagraph IX.A.2, within one hundred twenty (120) Days of the effective date of this Agreement, Volunteer shall mail or cause to be delivered to each known owner of record of each individual property (other than those properties owned by Volunteer) listed in Exhibit "A" a written communication, the purpose of which shall be to inform the owner of each such property that: (i) his or her property has been identified as being the historic location of an MGP or gas holder station operated by Volunteer and/or one or more of its corporate predecessors; (ii) Volunteer has entered into this Agreement with the Department; (iii) that under the terms of the Agreement Volunteer has committed to investigate the owner's property to determine whether the MGP, gas holder station, or other operations conducted there in the past by Volunteer or its corporate predecessors have caused environmental contamination and to implement Department-approved remedial actions for any such contamination, if necessary to protect public health and the environment; and (iv) that a representative of Volunteer will be contacting the owner to provide additional information regarding the requirements of the Agreement and to discuss the

timing and nature of the access to the owner's property needed to conduct the Department-approved investigation for it. For those owners who are not known by Volunteer as of the effective date of this Agreement and for those Sites for which Volunteer has not determined the boundaries of the former MGP or gas holder stations as of the effective date of this Agreement, Volunteer shall use best efforts to identify such owners and shall provide each such owner with a comparable notice upon the earlier of thirty (30) Days after ascertaining the owner's information or the approval of a Site Characterization Work Plan for such site.

2. i. Within sixty (60) Days after the effective date of this Agreement, Volunteer shall send the written communication required above in Subparagraph IX.A.1 to and contact and request to meet with the owners of record of the first Sites for which Volunteer is required to submit a Work Plan under the schedule set forth in Exhibit "A". The purpose of the meeting shall be to provide additional relevant information and to commence the process for obtaining the access to the those Sites needed to implement the Work Plans after they have been approved by the Department.

ii. Not less than sixty (60) Days prior to the planned commencement of any Work Plan at a Site (or any portion or operable unit thereof) pursuant to this Agreement, Volunteer shall contact the owner(s) of record of the Site (or portion or operable unit thereof to which the Work Plan applies) for the purposes specified in Subparagraph IX.A.2.i. In connection with the negotiation of the terms and conditions for the access needed to implement the work plans called for in this Agreement, Volunteer shall give reasonable consideration to the individual needs and requirements of each such owner with regard for the existing use of his or her property and consideration of reasonable and appropriate steps or methods to mitigate potential impacts on and disruptions of the existing use of the property which may result from the field investigation work and/or any remedial activity that may ultimately be required for the property, to the extent that Volunteer's ability to achieve the objectives and requirements of this Agreement are not thereby unreasonably compromised.

3. i. If despite having undertaken diligent and good-faith efforts to negotiate reasonable terms and conditions for access to an individual property to accomplish the objectives and requirements of this Agreement Volunteer is unable to secure the necessary access to a Site (or portion or operable unit thereof) within sixty (60) Days after having commenced negotiations with the owner, then Volunteer shall notify the Department in writing of the existence of the apparent impasse.

ii. Volunteer's written notice to the Department shall include a description of the nature and timing of the specific efforts undertaken by Volunteer to secure the requisite access to the Site (or portion or operable unit thereof) and shall be accompanied by copies of any relevant correspondence relating to such efforts and the negotiations between Volunteer and the property owner.

iii. Upon its concurrence that the requisite access is being withheld despite Volunteer's attempt to secure such access under reasonable terms and conditions, the Department may undertake to provide written notice to the property owner of the Department's authority under

the Environmental Conservation Law with respect to entry upon and access to the Site and may further undertake to assist Volunteer and the property owner in an effort to acquire access for Volunteer, so that Volunteer will be able to fulfill its obligations under this Agreement. If such intervention on the part of the Department does not lead to a prompt and mutually acceptable resolution of the outstanding access-related issues, the Department may, upon due notice to the property owner, assert as required the enforcement authority available to it under the ECL and/or NL to allow Volunteer to accomplish the objectives of this Agreement.

B. For each Site (or portion or operable unit thereof) for which Volunteer develops and the Department approves a Remedial Investigation Work Plan pursuant to this Agreement, Volunteer shall use best efforts to cause to be filed by the owner(s) of such Site (or portion or operable unit thereof) to which the Remedial Investigation Work Plan applies) within thirty (30) Days after the Department's approval of the Remedial Investigation Plan 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 ["Register"] if the Site is located in New York, Bronx, Kings or Queens County) to give all parties who may acquire an interest in the Site notice of this Agreement. Volunteer shall provide the Department with a copy of such instrument certified by such County Clerk (or Register) to be a true and faithful copy of the instrument recorded by such County Clerk (or Register) within fourteen (14) Days after Volunteer's receipt of such certified instrument from the County Clerk (or Register). Volunteer or the owner(s) of the Site may terminate such Notice on or after the Termination Date of this Agreement, the date on which Exhibit "A" is amended to eliminate the Site from that Exhibit, or the date on which the Department notifies Volunteer that the remedial process for the Site has been completed, whichever of those dates is the earliest.

C. 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 60 Days before the date of conveyance or within 60 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. Deed Restriction

Within ninety (90) Days of the Department's approval of a Remedial Action Work Plan which relies upon institutional controls, or within ninety (90) Days of the Department's determination pursuant to Subparagraph II.F.1, that additional remediation is not needed based upon use restrictions, Volunteer shall, unless otherwise authorized by the Department in writing, cause to be recorded a Department-approved instrument to run with the land which is substantially similar to Exhibit "E" attached to this Agreement with the County Clerk (or Register) in the county in which the Site is located and shall provide the Department with a copy of such instrument certified by such

County Clerk (or Register) to be a true and faithful copy. Volunteer or the owner of the Site (or the portion or operable thereof to which the Deed Restriction applies) may petition the Department to terminate the Deed Restriction filed pursuant to this Paragraph when the Site is protective of human health and the environment for residential uses without reliance upon the restrictions set forth in such instrument. The Department will not unreasonably withhold its approval of such petition.

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:

Robert W. Schick, P.E.
Chief, MGP Remedial Section
NYS Department of Environmental Conservation
625 Broadway
Albany, New York 12233

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

Gary Litwin
Bureau of Environmental Exposure Investigation
New York State Department of Health
Flanigan Square
547 River Street
Troy, New York 12180-2216

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

Dale A. Desnoyers, Esq.
New York State Department of Environmental Conservation
625 Broadway
Albany, New York 12233-5500

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

Eddy Louie
Consolidated Edison Company of New York, Inc.
31-01 20th Avenue, Bldg 138
Long Island City, NY 11105

with a copy to:

Michael A. Wilcken, Esq.
Consolidated Edison Company of New York, Inc.
4 Irving Place, Rm. 1800
New York, NY 10003

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 contacts or 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, VII, and VIII and in Subparagraph XIV.L, nor Volunteer's obligation to ensure that it does not leave a Site in a condition, from the perspective of human health and environmental protection, worse than that which prevailed before any activities under this Agreement were commenced at the Site, 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.3, unless other Work Plans are under review by the Department or being implemented by Volunteer.

XIII. Dispute Resolution

A. Any dispute which arises regarding 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 shall in the first instance be the subject of informal negotiations between the parties to the dispute. The period for informal negotiations shall not exceed thirty (30) Days from the time either party notifies the other of the dispute. 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 twenty (20) Days after the conclusion of the informal negotiations that it invokes the formal dispute resolution provisions provided under Subparagraph XIII.B.

B. 1. Volunteer shall serve upon the Department a request for 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").

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

3. Disputes regarding Work Plan development and revision shall be heard by the Director of the Bureau of Remedial Action, Division of Environmental Remediation, for the Department region within which the Site is located. All other disputes subject to dispute resolution pursuant to this Paragraph XIII shall be heard by the Assistant Director of the Division of Environmental Remediation. 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.

4. A final decision resolving the dispute will be issued timely. 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 commences such proceeding no later than thirty (30) Days after receipt of a copy of the decision.

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.

6. The Department shall keep an administrative record which shall be available consistent with Article 6 of the Public Officers Law.

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 or subsequent written submissions to the Department pertaining to such application or Agreement.

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, VII, and VIII and Subparagraph XIV.L, 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 and the Department shall reserve all rights that it may have, unless, however, Volunteer submits information within that 15-Day time period indicating that the information provided and the certifications made were materially accurate and complete.

B. Each party shall have the right to take samples and to obtain split samples, duplicate samples, or both, of all substances and materials sampled by the other party. The Department shall make the results of all sampling under this Subparagraph available to Volunteer and Volunteer shall make the results available pursuant to its reporting obligations.

C. Volunteer shall allow the Department to attend, and shall notify the Department at least 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.

D. Volunteer shall use "best efforts" to obtain all permits, easements, rights-of-way, rights-of-entry, approvals, 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 any permits, easements, rights-of-way, rights-of-entry, approvals, or authorizations required to perform this Agreement are not obtained despite best efforts, Volunteer shall promptly notify the Department, and shall include in that notification a summary of the steps Volunteer has taken to attempt to obtain access. The Department may, as it deems appropriate and within its authority, assist Volunteer in obtaining access. Volunteer shall not be deemed to have violated the terms of this Agreement, if despite its best efforts, Volunteer is unable to obtain the access needed to carry out on any Site the activities required under this Agreement; provided however, the Department in its discretion may terminate this Agreement with respect to the Site for which Volunteer is unable to obtain such access. For the purposes of this Subparagraph, "best efforts" shall mean Volunteer's payment of reasonable compensation to the owner of a Site to offset lost rental income from the Site or portion thereof affected by the activities required under this Agreement while such activities are being implemented by Volunteer. If an interest in property is needed to implement an institutional control required by a Work Plan and such interest cannot be obtained, or Volunteer is unable to cause the filing and recording of a Deed Restriction required under Paragraph X, the Department may require that Volunteer modify the Work Plan pursuant to Subparagraph II.C of this Agreement.

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

F. Volunteer shall provide a copy of this Agreement to each contractor and subcontractor hired to perform work required by this Agreement and to each person representing Volunteer with respect to the Site. Further, Volunteer shall require all contracts entered into in order to carry out the obligations identified in this Agreement to be in compliance with the terms of this Agreement.

G. 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.

H. 1. The terms of this Agreement shall constitute the complete and entire Agreement between the Department and Volunteer concerning the implementation of the Work Plan(s) attached to 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 regarding any report, proposal, plan, specification, schedule, or any other submittal 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. 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 and the Commissioner or the Commissioner's designee shall timely respond. Changes to a Work Plan shall be accomplished as set forth in Subparagraph II.C of this Agreement. 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.

I. If there are multiple parties, the term "Volunteer" shall be read in the plural where required to give meaning to this Agreement. Further, the obligations of the Volunteers under this Agreement are joint and several and the "bankruptcy" or inability to continue by any Volunteer shall not affect the obligations of the remaining Volunteer(s) to carry out the obligations under this Agreement.

J. Except as provided in Subparagraph XIV.L., and to the extent authorized under 42 U.S.C. Section 9613 and any other applicable law, Volunteer shall not be liable for any claim, now or in the future, in the nature of contribution by potentially responsible parties concerning the alleged contamination which is addressed under this Agreement. In any future action brought by Volunteer against a potentially responsible party under CERCLA, the provisions of 42 U.S.C. Section 9613(f)(3) shall apply.

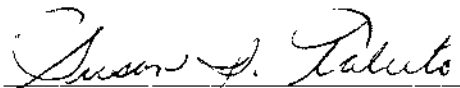
K. Volunteer, Volunteer's grantees, lessees, sublessees, successors, and assigns shall be bound by this Agreement. Any change in ownership of Volunteer including, but not limited to, any transfer of assets or real or personal property, shall in no way alter Volunteer's responsibilities under this Agreement.

L 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. Notwithstanding anything to the contrary in this subparagraph, Volunteer does not waive and expressly reserves its right to recoup expenses incurred under this Agreement through rate increases approved by the New York State Public Service Commission and/or the Federal Energy Regulatory Commission.

M. The effective date of this Agreement is the 10th Day after the date it is signed by the Commissioner or the Commissioner's designee.

DATED: AUG 15 2002

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

By: 

Susan I. Taluto
Deputy Commissioner
Water Quality and 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.

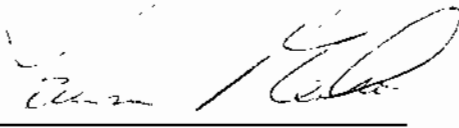
Consolidated Edison Company of New York, Inc.

By: Randolph Price

Title: VP- Environment, Health & Safety

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

On the 16 day of July, in the year 2002, before me, the undersigned, personally appeared Randolph S. Price, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as, Vice President - Environment, Health and Safety, of Consolidated Edison Company of New York, Inc., and that by his signature on the instrument, Consolidated Edison Company of New York, Inc., upon behalf of which he acted, executed the instrument.



Notary Public

LAWRENCE MENKES
Notary Public, State of New York
No. 02ME4761868
Qualified in Nassau County
Commission Expires September 30, 2003

EXHIBIT "A"

List of Sites and Contemplated Uses

EXHIBIT A
List of Sites and Contemplated Uses

The First Work Plans For The Following Sites Are Due 30 Days After The Effective Date Of The Agreement

Site Name	Municipality	Street Address	Tax Map Block/Lot Number	Current and Contemplated Use	Owner of Record	Owner's Address
Purdy Street Station	Bronx	St Raymond High School for Boys 2151 St. Raymond Avenue, Bronx, NY	Block 3947; Lot 55	High School	Roman Catholic Church of St. Raymond	1759 Castle Hill Avenue Bronx, NY 10462
East 115th Street Works	Manhattan	Manhattan Center for Science and Mathematics 260 Pleasant Avenue, New York, NY	Block 1713; Lot 1	High School	New York City Board of Education	110 Livingston Street Brooklyn, NY 11201
East 11th Street Works	Manhattan	Jacob Rus Houses 152 Avenue D, New York, NY	Block 367; Lot 1	Residential Apartment Complex	New York City Housing Authority	250 Broadway New York, NY 10007
	"	184 Avenue D, New York, NY	Block 367; Lot 25	Sewage Pumping Station	NYC Dept of Environmental Protection	5917 Junction Blvd Elmhurst, NY 11373
	"	Haven Plaza 3 188 Avenue C, New York, NY	Block 382; Lot 1	Residential Apartment Building	Haven Plaza HDTC Corp.	188 Avenue C New York, NY 10009
	"	St. Emmeric R.C. Church and School 181 Avenue D, New York, NY	Block 382; Lot 22	Elementary School and Church	St. Emmeric R.C. Church	740 East 130th Street New York, NY 10009
West 65th Street Works	Manhattan	Martin Luther King, Jr. H.S. 120 Amsterdam Ave., New York, NY	Block 1157; Lot 25	High School	New York City Board of Education	110 Livingston Street Brooklyn, NY 11201
	"	Con Edison 130 West End Avenue, 10023	Block 1157; Lot 1	Electric Substation	Con Edison Co. of New York, Inc.	4 Irving Place New York, NY 10003

List of Sites and Contemplated Uses

The First Work Plans For The Following Sites Are Due By The Date Specified In The Approved Schedule Provided For in Subparagraph II.B.1 of The Agreement:

Site Name	Municipality	Street Address	Tax Map Block/Lot Number	Current and Contemplated Use	Owner of Record	Owner's Address
Mt. Vernon Works	Mt. Vernon	342-362 South 8th Avenue Mount Vernon, NY	Sec 169 3, Block 3057; Lot 5	Residential Apartment Building	Greater Centennial Homes Housing Development Fund Company, Inc	2000 Corporate Ridge Suite 925 Melan, VA 22102
	"	353 South 9th Avenue Mount Vernon, NY	Sec 169 3, Block 3057; Lot 15	Residential Apartment Building	Vernon Arms, Inc	395 South 9th Avenue Mt. Vernon, NY 10550
	"	351 South 9th Avenue Mount Vernon, NY	Sec 169 3, Block 3057; Lot 16	Residential Home	Angela Bryan	351 South 9th Avenue Mt. Vernon, NY 10550
	"	349 South 9th Avenue Mount Vernon, NY	Sec 169 3, Block 3057; Lot 17	Residential Home	Jennifer Brown, Stacey Ann Deir, and Monica Minott	349 South 9th Avenue Mt. Vernon, NY 10550
	"	347 South 9th Avenue Mount Vernon, NY	Sec 169 3, Block 3057; Lot 18	Residential Home	John and Mabel Washington	347 South 9th Avenue Mt. Vernon, NY 10550
	"	341 South 9th Avenue Mount Vernon, NY	Sec 169 3, Block 3057; Lot 19	Residential Home	Melvin and Joan Lee	341 South 9th Avenue Mt. Vernon, NY 10550
	"	345 South 9th Avenue Mount Vernon, NY	Sec 169 3, Block 3057; Lot 30	Residential Home	Willie Percy Anthony, Jr	345 South 9th Avenue Mt. Vernon, NY 10550
	"	401 South 9th Avenue Mount Vernon, NY	Sec 169 3, Block 3058; Lot 1	Residential Apartment Building	Greater Centennial Homes Housing Development Fund Company, Inc	2000 Corporate Ridge Suite 925 Melan, VA 22102
	"	402 South 9th Avenue Mount Vernon, NY	Sec 169 3, Block 3058 Lot 2	Residential Apartment Building	Greater Centennial Homes Housing Development Fund Company, Inc	2000 Corporate Ridge Suite 925 Melan, VA 22102
Nepperhan Avenue Works	Yonkers	Portion of Nepperhan Avenue	Sec 2, Block 2175 Lots 202, 208 and 210	Public Street	NYS Department of Transportation	Fleanor Roosevelt State Office Building 4 Burnett Boulevard Poughkeepsic, NY 12603
	"		Sec 2, Block 2175 Lot 32	Vacant Land	City of Yonkers	Yonkers City Hall 40 South Broadway Yonkers, NY
	"		Sec 2, Block 2175 Lot 35	Vacant Land	Unknown	Unknown
	"	11 Moquette Row South Yonkers, NY	Sec 2, Block 2175 Lot 28	Residential Home	William McCready	11 Moquette Row South Yonkers, NY
	"	10 Moquette Row South Yonkers, NY	Sec 2, Block 2175 Lot 29	Residential Home	John and Stefania Choniat	10 Moquette Row South Yonkers, NY
	"	9 Moquette Row South Yonkers, NY	Sec 2, Block 2175 Lot 30	Residential Home	John and Mary Anna Bogacki	9 Moquette Row South Yonkers, NY

EXHIBIT A

List of Sites and Contemplated Uses

The First Work Plans For The Following Sites Are Due By The Date Specified In The Approved Schedule Provided For In Subparagraph (b)(1) of The Agreement

Site Name	Municipality	Street Address	Tax Map Block/Lot Number	Current and Contemplated Use	Owner of Record	Owner's Address
Nepheran Avenue Works	Yonkers	8 Moquette Row South Yonkers, NY	Sec. 2, Block 2175 1 of 54	Residential Home	Angel and Arda Garayua	8 Moquette Row South Yonkers, NY
		7 Moquette Row South Yonkers, NY	Sec. 2, Block 2175 1 of 55	Residential Home	Frank Battaglia	7 Moquette Row South Yonkers, NY
Central Avenue Works	Peekskill	900 Central Avenue Peekskill, NY	Block 47, Lot 16	Parking Lot	City of Peekskill	Peekskill City Hall 84 Main Street Peekskill, NY 10566
	"	Barham House Apartments 901 Main Street, Peekskill, NY	Block 4, 1 of 17	Apartment Bldg./Health Care Center	Peekskill Senior Housing Development	Community Housing Mgt 5 West Main Street Hinsford, NY 10523
East 110th Street Works	Manhattan	307 E 110th Street New York, NY	Block 1683, 1 of 6	Residential Apartment Building	Roosevelt Lane Limited Hope Community, Inc	177 East 104th Street New York, NY 10029
	"	317 E 110th Street New York, NY	Block 1683, 1 of 11	Commercial	AJA Realty	720 E 141st Street Bronx, NY 10451
	"	Boys Club of New York 321 E 110th Street, New York, NY	Block 1683, Lot 13	Institutional	Build - M1 Hope Housing Authority	10th Street & Avenue A New York, NY 10009
	"	2151 1st Avenue New York, NY	Block 1683, 1 of 18	Residential Apartment Building	New York City Housing Authority	250 Broadway New York, NY 10007
	"	2157 1st Avenue New York, NY	Block 1683, 1 of 26	Residential Apartment Building	Dennis Bogdanowicz	127 Mulland Terrace Yonkers, NY 10704
	"	2138 1st Avenue New York, NY	Block 1704, 1 of 1	Commercial	Fajayeta Footwear Corp	400 East 111th Street New York, NY 10029
	"	HR Drive New York, NY	Block 1704, 1 of 5	Residential Apartment Building	NYC Development Corp	148, 75 Marden Lane New York, NY 10038
	"	Thomas Jefferson Park 2158 1st Avenue New York, NY	Block 1705, 1 of 1	Public Park	NY Department of Parks and Recreation	Arsenal West 10 West 61st Street New York, NY 10023
	"	Con Edison, East 110th Street, New York, NY	Block 1682, Lot 11	Utility Service Center	Con Edison Co of New York, Inc	4 Irving Place New York, NY 10003
Roosevelt Street Station	Manhattan	One Madison Street New York, NY	Block 117, 1 of 1	Residential Apartment Building	Chatman Green Management Corp	One Madison Street New York, NY 10038

List of Sites and Contemplated Uses

The First Work Plans For The Following Sites Are Due By The Date Specified In The Approved Schedule Provided For In Subparagraph II.B.1 of The Agreement:

Site Name	Municipality	Street Address	Tax Map Block/Lot Number	Current and Contemplated Use	Owner of Record	Owner's Address
East 21st Street Works	Manhattan	Peter Cooper Village 342 1st Avenue, New York, NY	Block 978: Lot 1	Residential Apartment Building Complex	PCV/ST LLC	One Madison Avenue New York, NY 10010
West 42nd Street Works	Manhattan	640 West 42nd Street New York, NY	Block 1089: 1 of 1	Residential Apartment Building	River Place I, LLC	C/o Silverstein Properties 521 5th Avenue New York, NY 10175
	"	11th Avenue New York, NY	Block 1089: Lot 3	Commercial Parking Lot	River Place II, LLC	Republic National Bank 452 5th Avenue New York, NY 10018
East 17th Street Station	Manhattan	Stuyvesant Town 492 1st Avenue, New York, NY	Block 972: Lot 1	Residential Apartment Building Complex	PCV/ST LLC	One Madison Avenue New York, NY 10010
East 19th Street Station	Manhattan	Stuyvesant Town 492 1st Avenue, New York, NY	Block 972: Lot 1	Residential Apartment Building Complex	PCV/ST LLC	One Madison Avenue New York, NY 10010
Broadway/Dyckman Street Station	Manhattan	12 Dongan Place New York, NY	Block 2175: 1 of 15	Residential Apartment Building	Bauer Associates	1624 Webster Avenue Bronx, NY 10457
	"	4700 Broadway New York, NY	Block 2175: 1 of 22	Residential Apartment Building	Bauer Associates	1624 Webster Avenue Bronx, NY 10457
	"	20 Dongan Place New York, NY	Block 2175: 1 of 124	Residential Apartment Building	Bauer Associates	1624 Webster Avenue Bronx, NY 10457
East 108th Street Station	Manhattan	2070 1st Avenue New York, NY	Block 1701: Lot 1	Residential Apartment Building	NYC Development Corporation	75 Maiden Lane New York, NY 10038
York Avenue Station	Manhattan	425 East 61st Street New York, NY	Block 1456 1 of 1001	Commercial Condominium	Continental 61st Garage	East New York Savings, Co. Again Management Co 6435 Yellowstone Blvd. Flushing, NY 11375

List of Sites and Contemplated Uses

The First Work Plans For The Following Sites Are Due By The Date Specified In The Approved Schedule Provided For In Subparagraph II.B.1 of The Agreement:

Site Name	Municipality	Street Address	Tax Map Block/Lot Number	Current and Contemplated Use	Owner of Record	Owner's Address
York Avenue Station	Manhattan	425 East 61st Street New York, NY	Block 1456 Lot 1002	Commercial Condominium	York 61st St Realty	Quik Park E: 57th St Garage, 425 E 61st Street New York, NY 10021
	"	425 East 61st Street New York, NY	Block 1456 Lots 1003 - 1006	Commercial Condominium	425 Associates, LLC	550 Manhattan Avenue Suite 404 Harrison, NY 10528
	"	425 East 61st Street New York, NY	Block 1456 Lots 1007 - 1008	Commercial Condominium	Quik Park West 35th Street	Quik Park E: 57th St Garage, 425 E 61st Street New York, NY 10021
	"	425 East 61st Street New York, NY	Block 1456 Lot 1009	Commercial Condominium	Dovom II Company	425 E 61st Street New York, NY 10021
	"	425 East 61st Street New York, NY	Block 1456 Lot 1010	Commercial Condominium	500-425 East 61 J.P	425 E 61st St, Rm 500 New York, NY 10021
	"	425 East 61st Street New York, NY	Block 1456 Lot 1011	Commercial Condominium	NYCA Realty, LLC	425 E 61st St, 6 Floor, New York, NY 10021
	"	425 East 61st Street New York, NY	Block 1456 Lots 1012 and 1022	Commercial Condominium	Royal Charter Properties	Professional Properties 711 Third Avenue New York, NY 10017
	"	425 East 61st Street New York, NY	Block 1456 Lot 1013	Commercial Condominium	Democratic Republic of Somalia	425 E 61st St, Rm 702 New York, NY 10021
	"	425 East 61st Street New York, NY	Block 1456 Lot 1014	Commercial Condominium	Democratic Republic of Somalia	Robert W Taylor Co 260 Ovington Ave Brooklyn, NY 11209
	"	425 East 61st Street New York, NY	Block 1456 Lots 1015 - 1017	Commercial Condominium	Royal Charter Properties, Inc.	425 E 61st Street New York, NY 10021
	"	425 East 61st Street New York, NY	Block 1456 Lots 1018 - 1021	Commercial Condominium	Royal Charter Properties, Inc	435 E 70th Street New York, NY 10021
	"	417 East 61st Street New York, NY	Block 1456: Lot 10 and 12	Museum	Colonial Dames of America	421 E 61st Street New York, NY 10021
	"	1129 York Avenue New York, NY	Block 1456: Lot 2	Commercial Storage Building	Potamkin Cadillac - Buick	Argonaut Holdings, Inc., P.O Box 300 Detroit, MI 48265
	"	1143 York Avenue New York, NY	Block 1456: 1 of 26	Residential Apartment Building	44 F 62nd St. Owners Corp.	440 F 62nd Street New York, NY 10021
	"	406 East 62nd Street New York, NY	Block 1456: Lot 35	Commercial Warehouse	Last 62nd Ministorage	JWG Supporting Corp 100 Washington St Newark, NJ 07102

List of Sites and Contemplated Uses

The First Work Plans For The Following Sites Are Due By The Date Specified In The Approved Schedule Provided For In Subparagraph ii.B.1 of The Agreement:

Site Name	Municipality	Street Address	Tax Map Block/Lot Number	Current and Contemplated Use	Owner of Record	Owner's Address
York Avenue Station	Manhattan	450 East 63rd Street New York, NY	Block 1457/ Lot 17	Residential Apartment Building	Sutton House Associates	Rose Associates, Inc 200 Madison Avenue New York NY 10016
286 Water Street Site	Manhattan	Manhattan-Side Support Tower of the Brooklyn Bridge	None	Bridge	City of New York	NYC Department of Transportation 40 Worth Street New York, NY 10013
Kingsbridge Station Site	Bronx	233 Landing Road Bronx, NY	Block 3236/ Lot 25	Commercial	Sierra Bronx Seafood	Evergreen Capital Co., Rm 2900, 17 Battery Place New York, NY 10004
	"	Landing Road Park Bronx, NY	Block 3236/ Lot 45	Public Park	NYC Department of Parks and Recreation	Arsenal West 16 West 61st Street New York, NY 10023
East 99th Street Works	Manhattan	Metropolitan Hospital 1880 First Avenue, New York, NY	Block 1669 1 of 1	Hospital	NYC Health and Hospitals Corporation	125 Worth Street New York, NY 10013
	"	Metropolitan Hospital 1880 First Avenue, New York, NY	Block 1691/ Lot 1	Hospital	NYC Health and Hospitals Corporation	125 Worth Street New York, NY 10013
East 32nd Street Station	Manhattan	NYU Medical Center 433 East 30th Street, New York, NY	Block 962/ Lots 8 and 108	Hospital	New York University	838 Broadway, 4th Floor New York, NY 10003
Cedar Street Works	New Rochelle	47 Cedar Street New Rochelle, NY	Sec 1, Block 247 Lot 15	Commercial	Donnybrook Realty Corp	1055 Jericho Turnpike Huntington, NY 10173
Unionport Works	Bronx	1066 Zerega Avenue Bronx, NY	Block 3837/ Lot 1	Vacant Bulk Fuel Oil Terminal	Iwan Pines Fuel Corp	465 Grand Street New York, NY 10002
Ossining Works	Ossining	30 Water Street Ossining, NY	Sec 3, Block 25 Lots 1 and 2	Public Works Yard/ Garage	Village of Ossining	16 Croton Avenue Ossining, NY 10562

List of Sites and Contemplated Uses

The First Work Plans For The Following Sites Are Due By The Date Specified In The Approved Schedule Provided For In Subparagraph ii.B.1 of The Agreement:

Site Name	Municipality	Street Address	Tax Map Block/Lot Number	Current and Contemplated Use	Owner of Record	Owner's Address
Ossining Works	Ossining	Con Edison Substation Central Avenue, Ossining, NY	Sec 3, Block 15 Lot 20	Electric Substation	Con Edison Co of New York, Inc.	4 Irving Place New York, NY 10003
Pemart Avenue Works	Peekskill	189 North Water Street Peekskill, NY	Map 32 08, Block 6 Lot 7	Commercial	Rivertown Associates	524 North Avenue, New Rochelle, NY 10801
	"	199 North Water Street Peekskill, NY	Map 32 08, Block 5 Lot 9	Commercial	200 North Water Corporation	C/o Philip G. Miller One Highland Industrial Pk, Peekskill, NY 10566
	"	175 North Water Street Peekskill, NY	Map 32 08, Block 8 Lot 2	Natural Gas Regulating Station	Con Edison Co of New York, Inc.	4 Irving Place New York, NY 10003
	"	190 North Water Street Peekskill, NY	Map 32 08, Block 8 Lot 3	Commercial	Rivertown Associates	524 North Avenue New Rochelle, NY 10801
	"	200 North Water Street Peekskill, NY	Map 32 08, Block 8 Lot 4	Commercial	200 North Water Corporation	C/o Philip G. Miller One Highland Industrial Pk, Peekskill, NY 10566
	"	Metro-North Tracks Along Western Side of 200 North Water Street Peekskill, NY		Rail Road	MTA Metro-North Railroad	347 Madison Avenue, New York, NY 10017
Lawlow Street Works	Yonkers	162 Downing Street Yonkers, NY	Sec 1, Block 171 Lot 1	Vacant Land	Yonkers Department of Public Works	Yonkers City Hall, Rm 311 40 South Broadway Yonkers, NY
West 45th Street Gas Works	Manhattan	633 West 44th Street New York, NY	Block 1092, Lot 7	Commercial	44th Street Holdings	Edison DD Company, LLC, 100 Washington Street Newark, NJ 07102
	"	604 West 44th Street New York, NY	Block 1092, Lot 16	Commercial	United Parcel Services, Inc	P O Box 28606 Atlanta, GA 30358
	"	628 West 45th Street New York, NY	Block 1092, Lot 49	Commercial	John Kevin Galgan	628 West 45th Street New York, NY 10036
	"	621 West 45th Street New York, NY	Block 1093, Lot 9	Commercial	NYS Department of Transportation	One Hunters Point Plaza 47-40 21st Street Long Island City, NY
	"	607 West 45th Street New York, NY	Block 1093, Lot 21	Commercial	610 West 46th St Enterprise	607 West 45th Street New York, NY 10036

List of Sites and Contemplated Uses

The First Work Plans For The Following Sites Are Due By The Date Specified In The Approved Schedule Provided For In Subparagraph II.B.1 of The Agreement:

Site Name	Municipality	Street Address	Tax Map Block/Lot Number	Current and Contemplated Use	Owner of Record	Owner's Address
Hester Street Gas Works	Manhattan	180 Centre Street New York, NY	Block 207 Lots 6-8	Parking Lot	180 Centre Street Properties	100 Washington Street Newark, NJ 07102
	"	204 Hester Street New York, NY	Block 207, Lot 10	Parking Lot	180 Centre Street Properties	100 Washington Street, Newark, NJ 07102
	"	202 Hester Street New York, NY	Block 207, Lot 12	Residential Apartment Building	Gee Tai Chong Realty	Shiu M Chu 48 Hester Street New York, NY 10002
	"	200 Hester Street New York, NY	Block 207, Lot 13	Residential Apartment Building	Gee Tai Chong Realty	Shiu M Chu 48 Hester Street New York, NY 10002
	"	128 Baxter Street New York, NY	Block 207, Lot 14	Residential Apartment Building	H & K Lee	Kien Sun Lee 128 Baxter Street New York, NY 10013
	"	126 Baxter Street New York, NY	Block 207, Lot 15	Residential Apartment Building	Lee Hung Mejin	Kien Sun Lee 128 Baxter Street New York, NY 10013
Canal Street Works	Manhattan	247 Canal Street New York, NY	Block 208, Lot 1	Vacant	China Buddhist Association	245 Canal St, 2nd Floor New York, NY 10013
	"	123 Lafayette Street New York, NY	Block 208, Lot 4	Commercial	Kunbing, Inc	C/o J.P. Morgan Chase Bank 270 Park Ave New York, NY 10017
	"	5 Howard Street New York, NY	Block 208, Lot 10	Commercial	129 Lafayette Street Inc.	246 West Broadway New York, NY 10013
	"	3 Howard Street New York, NY	Block 208, Lot 13	Commercial	Guangdong Building Inc	C/o China Trust Bank 366 Madison Avenue New York, NY 10017
	"	239 Canal Street New York, NY	Block 208, Lot 19	Commercial	Guangdong Building Inc	C/o China Trust Bank 366 Madison Avenue New York, NY 10017
	"	243 Canal Street New York, NY	Block 208, Lot 20	Commercial and Residential	243 Fan Corp	C/o Tsun-Heng Jan 77 Fulton Street New York, NY 10038
	"	245 Canal Street New York, NY	Block 208, Lot 21	Commercial	China Buddhist Association	245 Canal St, 2nd Floor New York, NY 10013

List of Sites and Contemplated Uses

The First Work Plans For The Following Sites Are Due By The Date Specified In The Approved Schedule Provided For In Subparagraph II.B.1 of The Agreement:

Site Name	Municipality	Street Address	Tax Map Block/Lot Number	Current and Contemplated Use	Owner of Record	Owner's Address
Cross/Little Water St Holder Station	Manhattan	60 Centre Street New York, NY	Block 160/ 1 of 21	Courthouse	New York City Public Buildings	474 Pearl Street New York, NY 10038
East 137th Street Station	Bronx	900 East 138th Street Bronx, NY	Block 2596/ Lot 20	Waste Transfer Facility	BFI Medical Waste, Inc	USA Waste Services of NY, C/o Neal Gerber & Eisenberg P.O. Box 1450 Chicago, IL 60690
	"	910 East 138th Street Bronx, NY	Block 2596/ Lot 40	Waste Transfer Facility	Browning Ferris Industry	BFI Medical Waste, Inc 3 Expressway Plaza Roslyn Heights, NY 11577
East 138th Street Works	Bronx	885 East 138th Street Bronx, NY	Block 2598- 1 of 1	Factory	885 East 138th Street	885 East 138th Street Bronx, NY 10454
	"	275 Locust Avenue Bronx, NY	Block 2598/ Lot 46	Commercial Warehouse	Locust East 140th Street	125 Rose J'ens Blvd Bronx, NY 10454
	"	939 East 138th Street Bronx, NY	Block 2597- 1 of 1	Fuel Oil Terminal	Castle Port Morris Terminals, Inc	939 138th Street Bronx NY 10454
	"	290 Locust Avenue Bronx, NY	Block 2597/ Lot 41	Garage	Castle Port Morris Terminals, Inc.	290 Locust Avenue Bronx, NY 10454
	"	302 Locust Avenue Bronx, NY	Block 2597/ 1 of 70	Parking Lot	Castle Port Morris Terminals, Inc	500 Mamaroneck Ave Harrison, NY 10528
West 58th Street Station	Manhattan	521 West 58th Street New York, NY	Block 1087/ 1 of 5	Commercial Building	River Center LLC	Joseph Korff 805 3rd Avenue New York, NY 10022
West 132nd Street Station	Manhattan	2321 Joe DiMaggio Highway New York, NY	Block 1999/ Lot 1	Bus Depot	New York City Transit Authority	370 Jay Street Brooklyn, NY 11201
	"	633 West 131st Street New York, NY	Block 1998/ 1 of 16	Factory Building	615 West 131st Street Company	3409 Queens Blvd., Suite 3 Long Island City, NY
	"	611 West 131st Street New York, NY	Block 1998- 1 of 17	Commercial Warehouse	615 West 131st Street Company	3409 Queens Blvd., Suite 3 Long Island City, NY

List of Sites and Contemplated Uses

The First Work Plans For The Following Sites Are Due By The Date Specified In The Approved Schedule Provided For In Subparagraph 11B.1 of The Agreement:

Site Name	Municipality	Street Address	Tax Map Block/Lot Number	Current and Contemplated Use	Owner of Record	Owner's Address
West 132nd Street Station	Manhattan	624 West 132nd Street New York, NY	Block 1998; Lot 49	Electric Substation	Con Edison Co of New York, Inc	4 Irving Place New York, NY 10003
Zerega Avenue Station	Bronx	2383 Blackrock Avenue Bronx, NY	Block 3827; Lot 1	School Bus Terminal	Clarendon Holding Company, Inc	50 Sheckler Avenue Brooklyn, NY 11207
	"	Watson Avenue Bronx, NY	Block 3827; Lot 30	Electric Substation	Con Edison Co of New York, Inc.	4 Irving Place New York, NY 10003
	"	1066 Zerega Avenue Bronx, NY	Block 3837; Lot 1	Vacant Fuel Oil Terminal	Twin Pines Fuel Corp	465 Grand Street, 2nd Fl New York, NY 10002
East 175th Street Station	Bronx	1805 Webster Avenue Bronx, NY	Block 2892; Lot 73	Gas Station	David OH Corp	1158 Broadway Hewlett, NY 11557
	"	1815 Webster Avenue Bronx, NY	Block 2892; Lot 77	Fast Food Restaurant	White Castle System, Inc	P O Box 1498 Columbus, OH 43216
	"	1845 Webster Avenue Bronx, NY	Block 2892; Lot 85	Gas Station	Motva Enterprises, L.L.C	C/O Equiva Services, L.L.C P O Box 4369 Houston, TX 77210
Rye Gas Works	Rye	178 Theodore Fremd Avenue Rye, NY	Sec 3, Block 2 Lots 68 and 69	Utility Service Center	Con Edison Co of New York, Inc.	4 Irving Place New York, NY 10003
Farrington Street Gas Works	Queens	Dowling Street Flushing, NY	Block 4406; Lot 30	Parking/Equipment Laydown	Con Edison Co of New York, Inc	4 Irving Place New York, NY 10003
	"	133-01 Higns Street Flushing, NY	Block 4406; Lot 32	Commercial Shopping Center	Fenrose Associates	140 Sylvan Ave., Englewood Cliff NJ 07632
Saw Mill River Station	Yonkers	30 Worth Street Yonkers, NY	Sec 2, Block 2410 Lot 72	Utility Service Center	Con Edison Co of New York, Inc	4 Irving Place New York, NY 10003

List of Sites and Contemplated Uses

The First Work Plans For The Following Sites Are Due By The Date Specified In The Approved Schedule Provided For In Subparagraph ii.B.1 of The Agreement:

Site Name	Municipality	Street Address	Tax Map Block/Lot Number	Current and Contemplated Use	Owner of Record	Owner's Address
Greenburgh Station	Greenburgh	469 Larrytown Road Greenburgh, NY	Sec. 24, Parcels P1, 34B, and 34C	Electric Substation	Con Edison Co of New York, Inc.	4 Irving Place New York, NY 10003
East 173rd Street Works	Bronx	Starlight Park - East 173rd Street and Sheridan Expressway Bronx, NY	Block 3019, Lot 100	Public Park	NYC Department of Parks and Recreation	Arsenal West 16 West 61st Street New York, NY 10023
Hunts Point Works	Bronx	Hunts Point Avenue Bronx, NY	Block 2781/1 of 400	Wholesale Food Market and Vacant Land	City of New York	NYC Dept of Business 110 William Street New York, NY 10038
East 39th Street Works	Manhattan	Robert Moses Park 724 3rd Avenue, New York, NY	Block 1353/ Lot 1	Public Park	NYC Department of Parks and Recreation	Arsenal West 16 West 61st Street New York, NY 10023
Pelham Gas Works	Pelham Manor	1st Avenue, New York, NY	Block 1353/ Lot 12	Mid-Town Tunnel Vent House	MTA T1B1A	347 Madison Avenue, New York, NY 10017
West 18th Street Gas Works	Manhattan	847 Pelham Parkway Pelham Manor, NY	Sec 3, Block 364 Lot 1	Commercial Shopping Center	Janice Levin	Levin Management Corp P O Box 326 Plainfield, NJ 07061
	Bronx	4325 Boston Post Road Bronx, NY	Block 5655/ Lot 300	Commercial Shopping Center	Janice Levin	Levin Management Corp P O Box 326 Plainfield, NJ 07061
	Manhattan	109 10th Avenue New York, NY	Block 688/ Lot 1001	High-Rise Commercial and Residential Bldg	Able Empire Group L.P	Parlands Group Inc , Rm 700 East 59th Street New York, NY 10022
	"	111 10th Avenue New York, NY	Block 688/ Lot 1002	Commercial Warehouse	Janice Levin	Tenth Ave MS Properties, L.L.C. 100 Washington Street Newark, NJ 07102
	"	501 West 17th Street New York, NY	Block 689/ Lot 17	Commercial	Edison Mini-Storage Corp	100 Washington Street Newark, NJ 07102

List of Sites and Contemplated Uses

The First Work Plans For The Following Sites Are Due By The Date Specified In The Approved Schedule Provided For In Subparagraph II.B.1 of The Agreement:

Site Name	Municipality	Street Address	Tax Map Block/Lot Number	Current and Contemplated Use	Owner of Record	Owner's Address
West 18th Street Gas Works	Manhattan	80 11th Avenue New York, NY	Block 690/ Lot 12	Garage and Warehouse	Cotard Realty Associates	362 Kingsland Ave Brooklyn, NY 11222
	"	511 West 18th Street New York, NY	Block 690/ Lot 20	Garage	Cotard Realty Associates	362 Kingsland Avenue Brooklyn, NY 11222
	"	131 10th Avenue New York, NY	Block 690/ Lot 29	Commercial Trucking Facility	Somatic Realty, L.L.C.	C/o Cotard Realty Assoc 362 Kingsland Avenue Brooklyn, NY 11222
	"	512 West 19th Street New York, NY	Block 690/ Lot 40	Movie Studio and Warehouse	Haitakala, Inc.	512 West 19th Street New York, NY 10011
	"	516 West 19th Street New York, NY	Block 690/ Lot 42	Commercial Warehouse	J. Craig Johnson & Henriette G Johnson	6 Demson Dr. Fast, Saddle River, NJ 07458
	"	524 West 19th Street New York, NY	Block 690/ Lot 46	Commercial Warehouse	524 West 19th Street	524 W 19th Street New York, NY 10011
	"	96 11th Avenue New York, NY	Block 690/ Lot 54	Vacant Commercial Land	Rel Yea French Limited	53 North Park Ave Rockville Center, NY 11570
	"	112 11th Avenue New York, NY	Block 691/ Lot 1	Commercial Offices	New York State Urban Development Corp.	112 11th Avenue New York, NY 10011
	"	100 11th Avenue New York, NY	Block 691/ Lot 11	Parking Lot	Natalie Filtron	C/o Heller Realty, Rm 1407 291 Broadway New York, NY 10007
	"	442 West 18th Street New York, NY	Block 715/ Lot 59	Commercial Warehouse	Relace Holding Corp	Wells Fargo, Suite 205, 1320 Willow Pass Road Concord, CA 94520
Woodworth Ave Works	Yonkers	119 Woodworth Avenue Yonkers, NY	Sec 2, Block 2100/ Lot 1	Commercial	JNSI-X Products Corporation	50 Holt Drive P O Box 694 Stoney Point, NY
	"	115 Woodworth Avenue Yonkers, NY	Sec 2, Block 2100/ Lot 4	Commercial	Stevens Paint Corporation	115 Woodworth Avenue Yonkers, NY 10701
	"	95 Woodworth Avenue Yonkers, NY	Sec 2, Block 2100/ Lot 10	Commercial	Stevens Paint Corporation	115 Woodworth Avenue Yonkers, NY 10701
	"	Metro-North Tracks Between Ashburton Avenue and Babcock Place	Sec 2, Block 7000/ Lot 1	Industrial	MTA Metro-North Railroad	347 Madison Avenue New York, NY 10017

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 Consolidated Edison Company of New York, Inc. ("Volunteer"), Index No. _____ (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, covenants not to sue, and shall forbear from bringing any action, proceeding, or suit pursuant to the Environmental Conservation Law, the Navigation Law 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 respective rights concerning, and such release, covenant not to sue, and forbearance 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 to environmental resources, to human health, or to other biota that are not inconsequential 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 respective rights concerning, and any such release, covenant not to sue, and forbearance 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 is otherwise a party 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 or such lessee's, sublessee's, successor's, or assign's present ownership or operation of the Site.

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, covenant not to sue, and forbearance 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 _____, 200__, by _____ (property owner's name) regarding a parcel of real property which is located at and commonly known as _____, and which is designated as Block ____, Lot ____, on the Tax Map of (the City, Town, Village) of _____, _____ County, New York, and more fully described in Exhibit A _____ (the "Property") to this Notice of Agreement; and

WHEREAS, Consolidated Edison Company of New York, Inc. ("Volunteer"), entered into an agreement with the Department of Environmental Conservation, Index # _____ (the "Agreement"), concerning the remediation of contamination 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 this Agreement with the county clerk (or City Register as appropriate) relative to each individual property covered by the Agreement :

NOW, THEREFORE, Volunteer (or fee owner of Property), for itself and for its successors and assigns, declares that:

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

IN WITNESS WHEREOF, Volunteer (or fee owner of Property) has executed this Notice of Agreement by its duly authorized representative.

Dated:

By: _____

STATE OF NEW YORK

)

) ss:

COUNTY OF

)

On the _____ day of _____, in the year 2002, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Signature and Office of Individual
Taking Acknowledgment

Appendix "A"
(to Exhibit "D")

Map or Metes and Bounds Description of the Property

Exhibit "E"

DECLARATION of COVENANTS and RESTRICTIONS

THIS COVENANT, made the ___ day of _____ 200_, by {property owner's name}, a {natural person residing at / partnership organized and existing under the laws of the State of [state name] and having an office for the transaction of business at / corporation organized and existing under the laws of the State of [state name] and having an office for the transaction of business at} {address}:

WHEREAS, {property owner's name} is the owner of a parcel of real property which is participating in the New York State Department of Environmental Conservation's (the "Department's) Voluntary Cleanup Program, namely, the [_____] Site, 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 {date} 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 Site"; and

WHEREAS, the Site is the subject of a voluntary cleanup agreement entered into by Consolidated Edison Company of New York, Inc. ("Con Edison") and the Department; and

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

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

First, the Site 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 Site which results in the disturbance or excavation of the Site, which threatens the integrity of the soil cap, or which results in unacceptable human exposure to contaminated soils.

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

Fourth, the owner of the Site shall prohibit the Site 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 Site shall prohibit the use of the groundwater underlying the Site 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 Site shall continue (or permit Con Edison to continue) in full force and effect any institutional and engineering controls required under the Agreement and maintain (or permit Con Edison to 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 _____ (property owner's name) and its heirs, successors and assigns and to all future owners of the Site and their heirs, successors and assigns shall provide that the owner of the Site, and its heirs, successors and assigns, consent to the 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 Department to seek enforcement.

Eighth, any deed of conveyance including the portion of the Site referred to as the Site shall recite that the 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:

“ALJ”: Administrative Law Judge.

“CERCLA”: the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended.

“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.

“ECL”: the Environmental Conservation Law, 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.

“IRM”: an interim remedial measure which is a discrete set of activities which can be undertaken without extensive investigation and evaluation to prevent, mitigate, or remedy environmental damage or the consequences of environmental damage attributable to a Site.

“NL”: the Navigation Law, as amended.

“OM&M”: Operation, monitoring and maintenance.

“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 amended.

“State Costs”: all the State’s expenses 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, and administering this Agreement. 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.

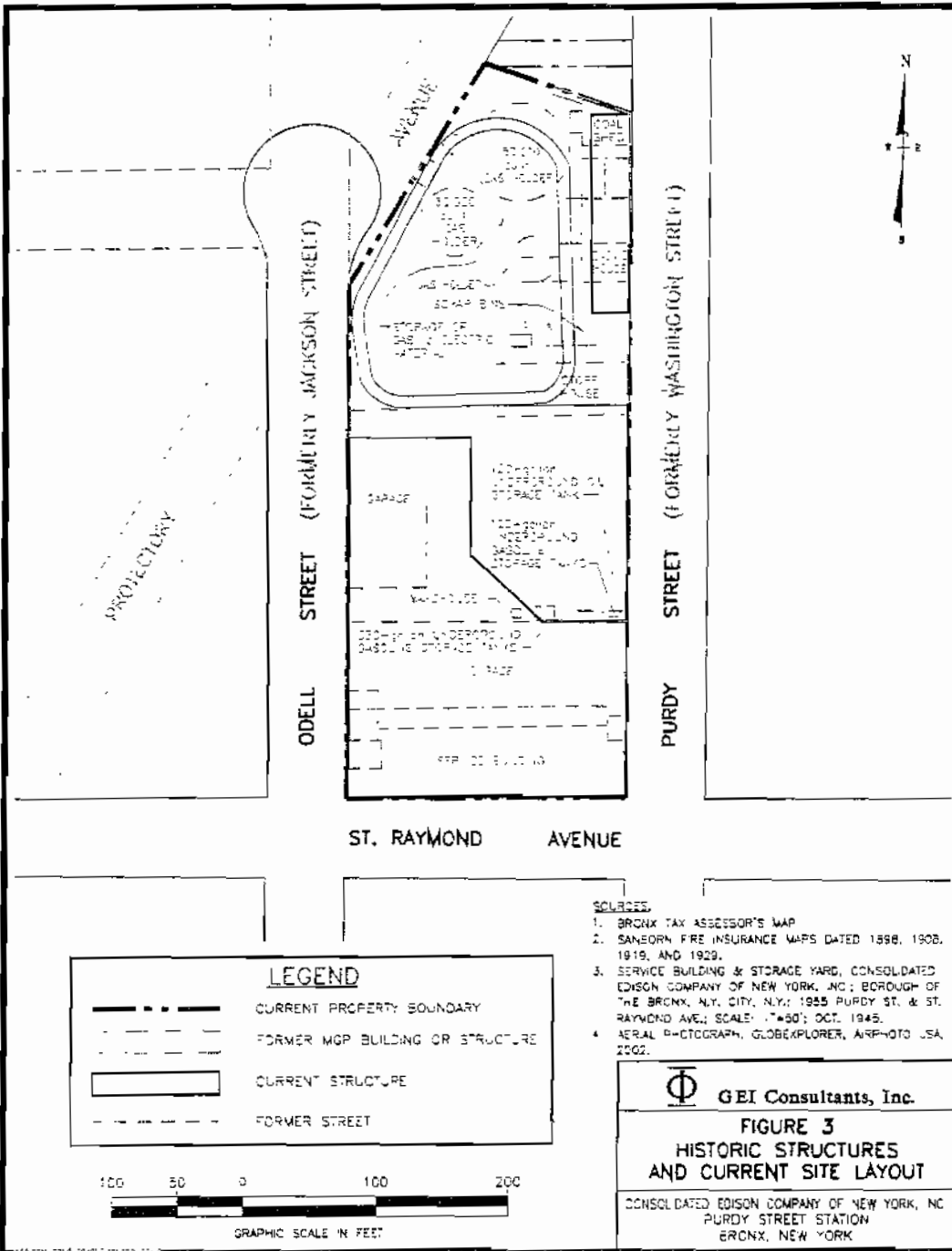
“Trustee”: the Trustee of New York State’s natural resources.

“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.

Appendix A

**Maps Depicting Locations of Sites
Listed in Exhibit A**

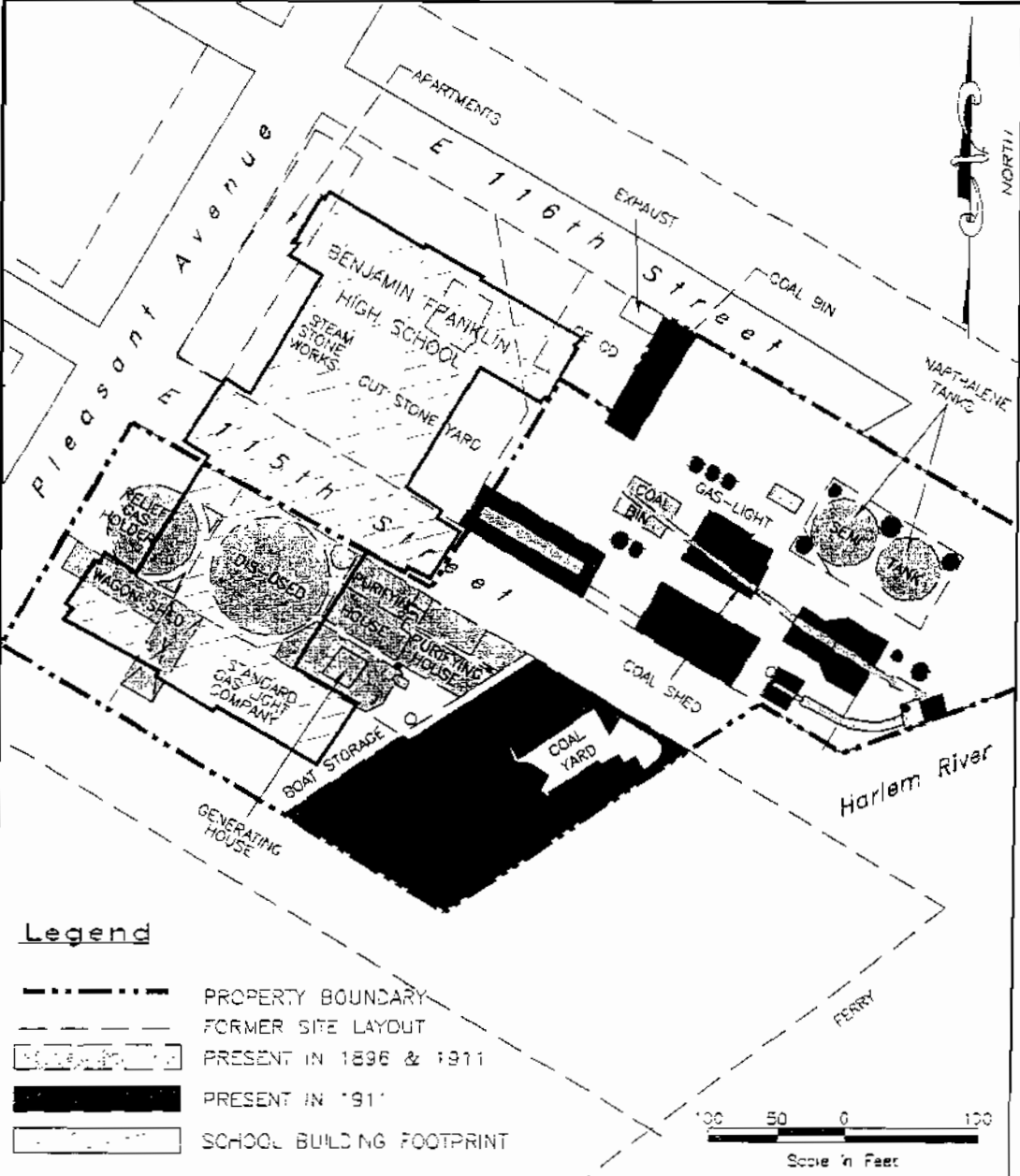
Purdy Street Station



DRAFT

East 115th Street Works

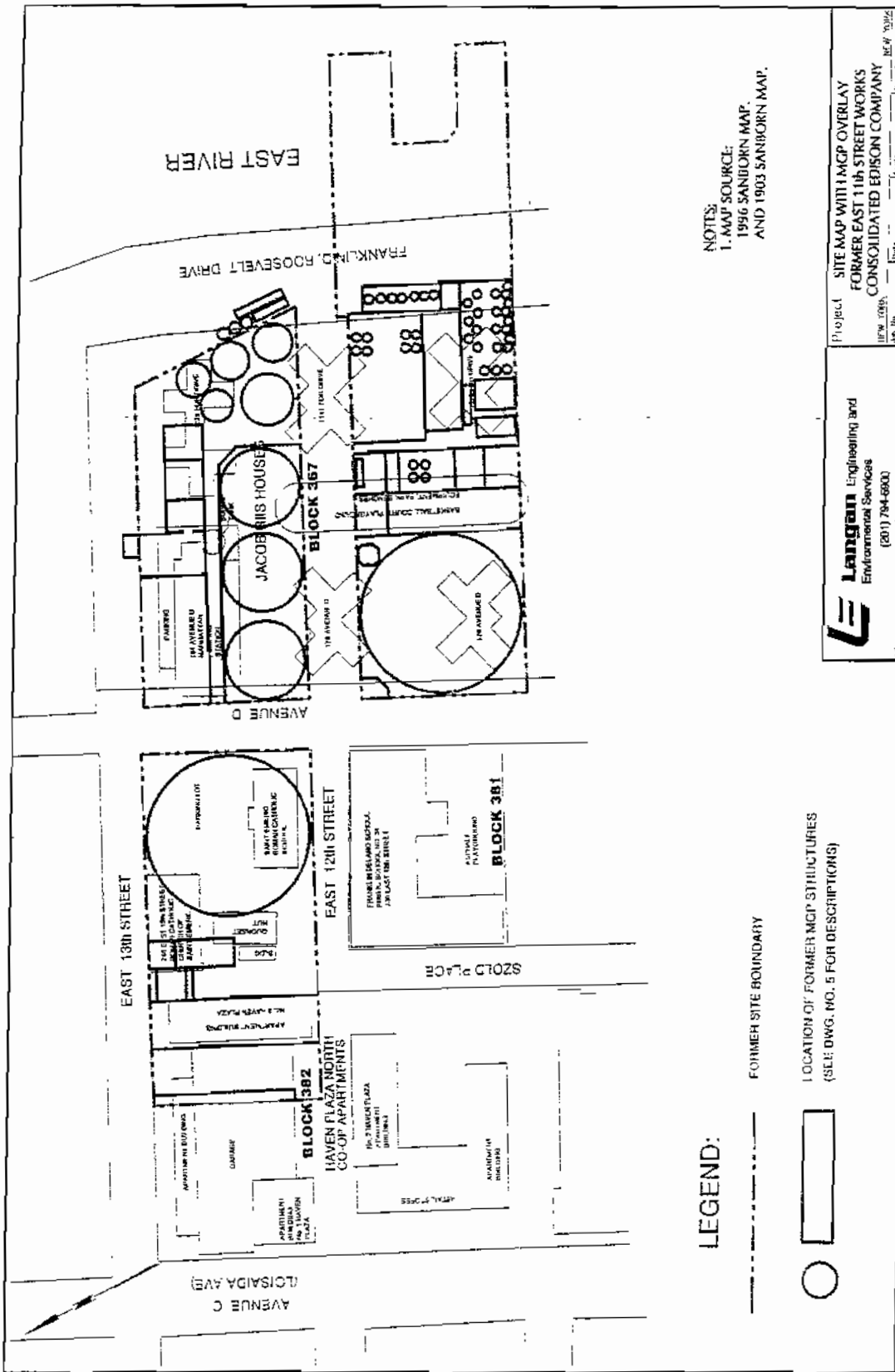
P:\Projects\Con Ed\01869-048 (NYC MGP Sites)\Site\15th Street Works, NYC\Cadd\Site Plan historic Comp[1].dwg



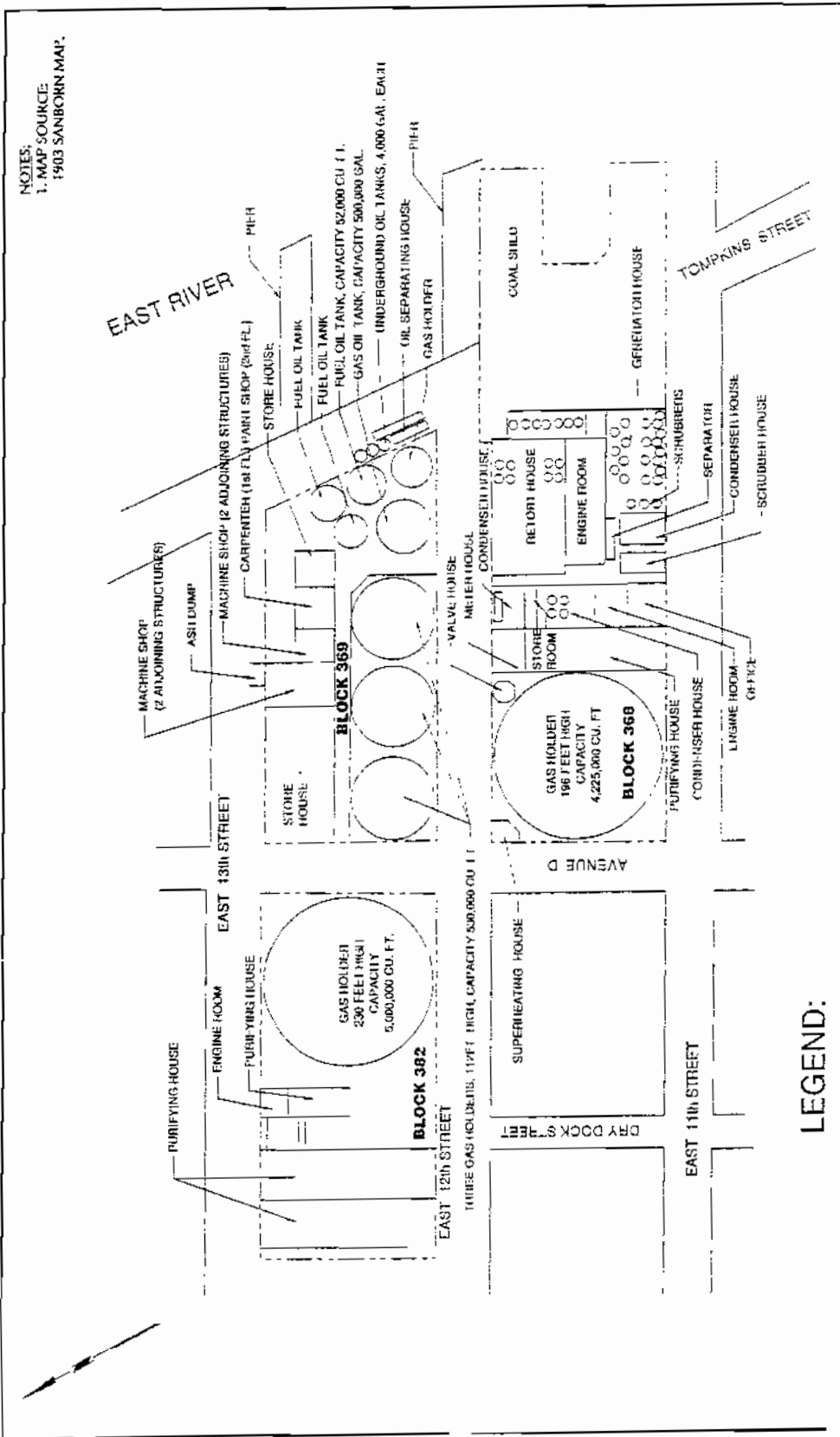
ENSR
INTERNATIONAL
 281 CENTENNIAL AVENUE
 PISCATAWAY, NEW JERSEY 08854
 PHONE: (732) 457-0500
 FAX: (732) 457-0550
 WEB: HTTP://WWW.ENSR.COM

HISTORIC USE COMPOSITE MAP CONSOLIDATED EDISON OF NEW YORK EAST 115th STREET WORKS NEW YORK, NEW YORK			FIGURE NUMBER 3
DRAWN BY JK	DATE 07/02/02	PROJECT NUMBER 01869-048-300	SHEET NUMBER 1 of 1

East 11th Street Works



NOTES:
 1. MAP SOURCE:
 1903 SANBORN MAP.



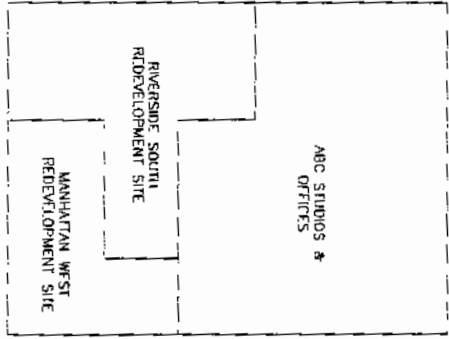
Project: SITE MAP - 1903
 FORMER EAST 11th STREET WORKS
 CONSOLIDATED EDISON COMPANY
 Date: 2/23/01
 Scale: 1" = 100'

LEIGHEN Engineering and
 Environmental Services
 (201) 784-6900
 100 Westover PA
 Newark, NJ

FORMER SITE BOUNDARY

LEGEND:

West 65th Street Works



- LEGEND
- TAX BLOCK NUMBER
 - TAX LOT NUMBERS
 - PROPOSED SOIL BENCH
 - PROPOSED PARAPETS WITH INSULATED STRUCTURE
 - PROPOSED ROOFING AT SUBURFACE DRAINAGE ASSEMBLY. LOCATIONS MAY BE SUBJECT TO FIELD CHECK ON ACCESS AND ACTUAL UTILIZATION

NO. 2025
 10/15/2025
 10/15/2025

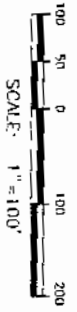
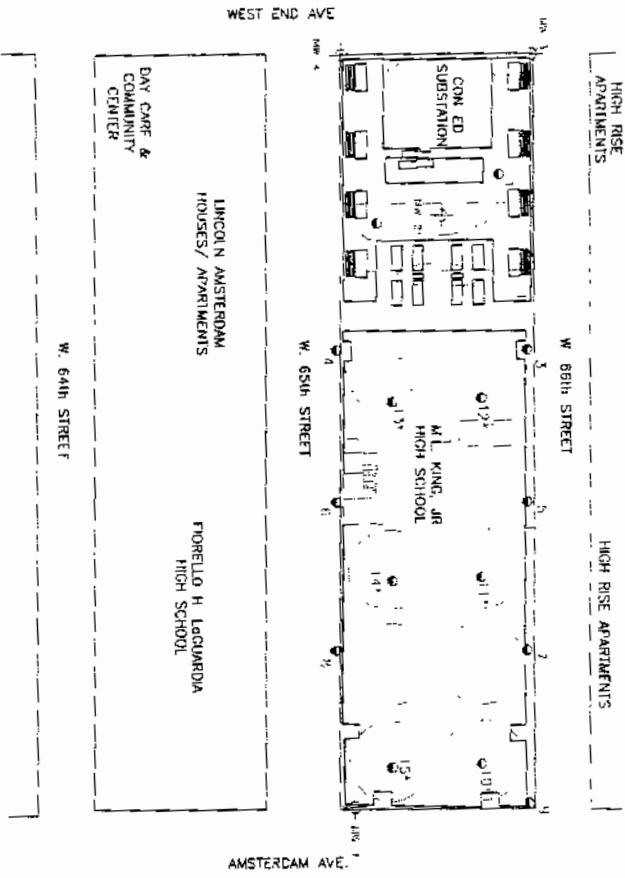
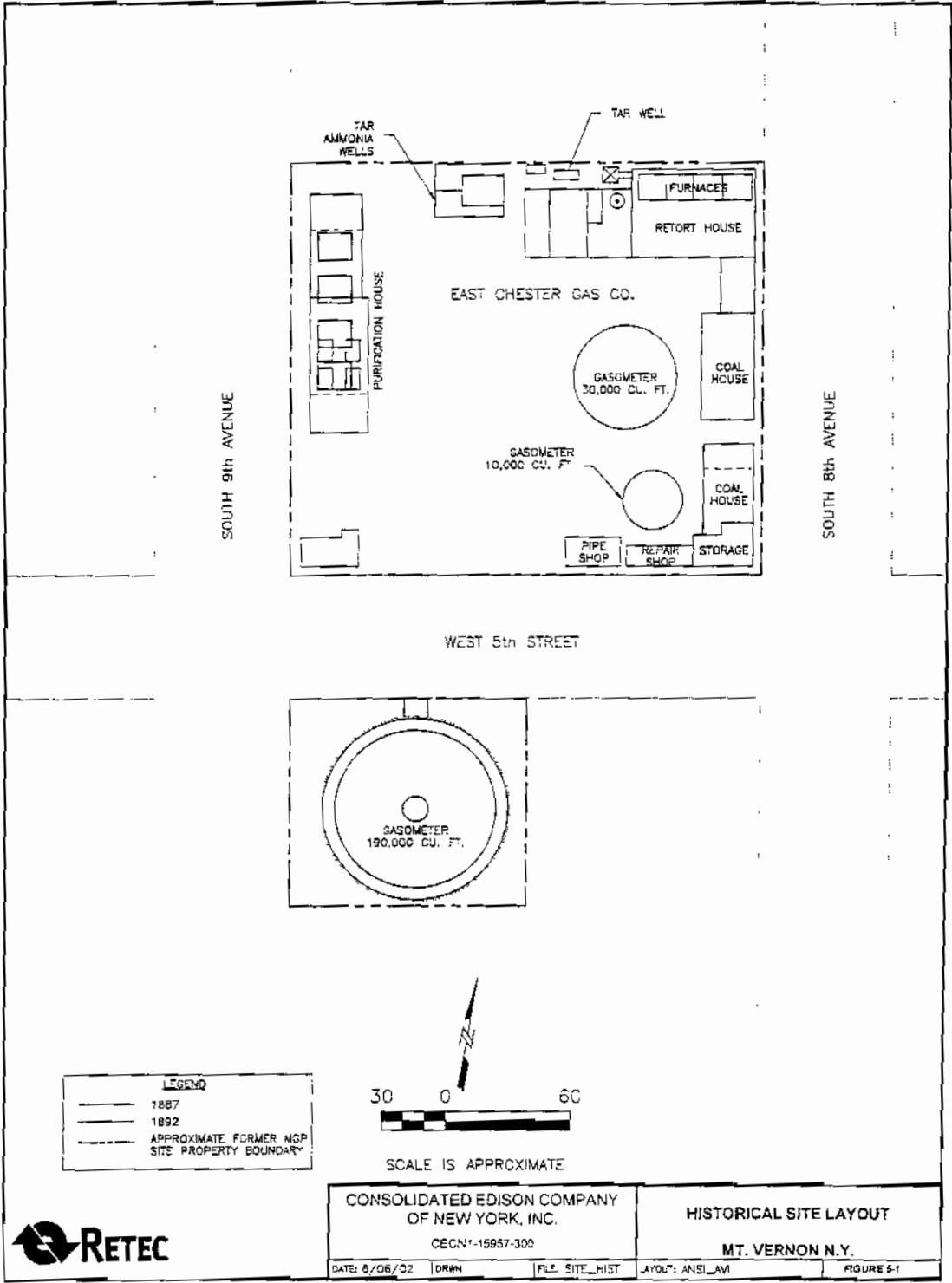


FIGURE 3
 PROPOSED DEVELOPMENT
 10/15/2025
 10/15/2025

Mt. Vernon Works



LEGEND

- 1887
- 1892
- - - - - APPROXIMATE FORMER NGP SITE PROPERTY BOUNDARY



SCALE IS APPROXIMATE

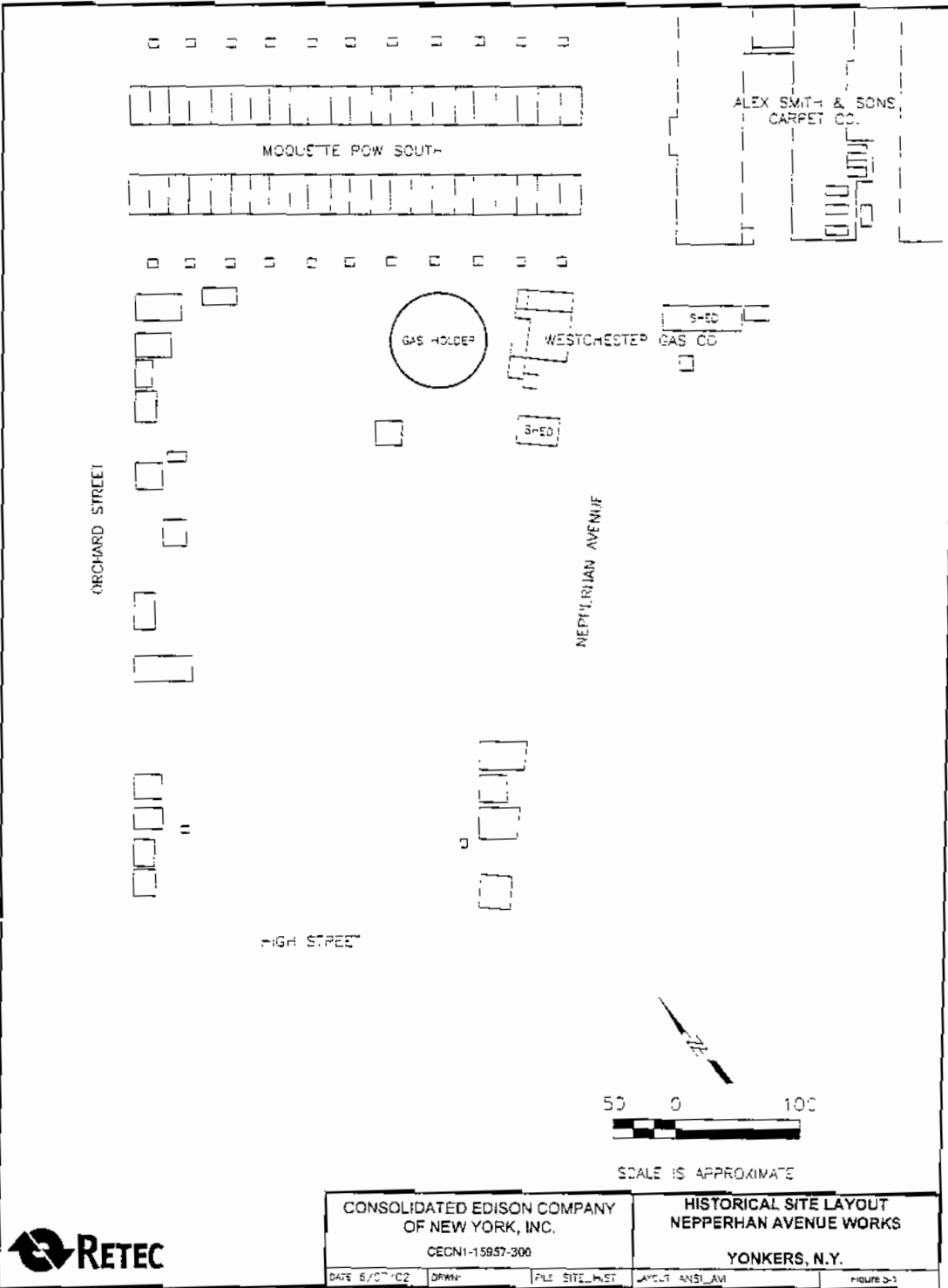
CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. CECN-15957-300		HISTORICAL SITE LAYOUT MT. VERNON N.Y.	
DATE: 5/06/02	DRWN:	FILE: SITE_HIST	JAYOLT: ANSLAM
		FIGURE 5-1	



A:\15957\15957_HISTORICAL_LAYOUT.dwg 5/16/2002 09:31:11 AM 15957.dwg

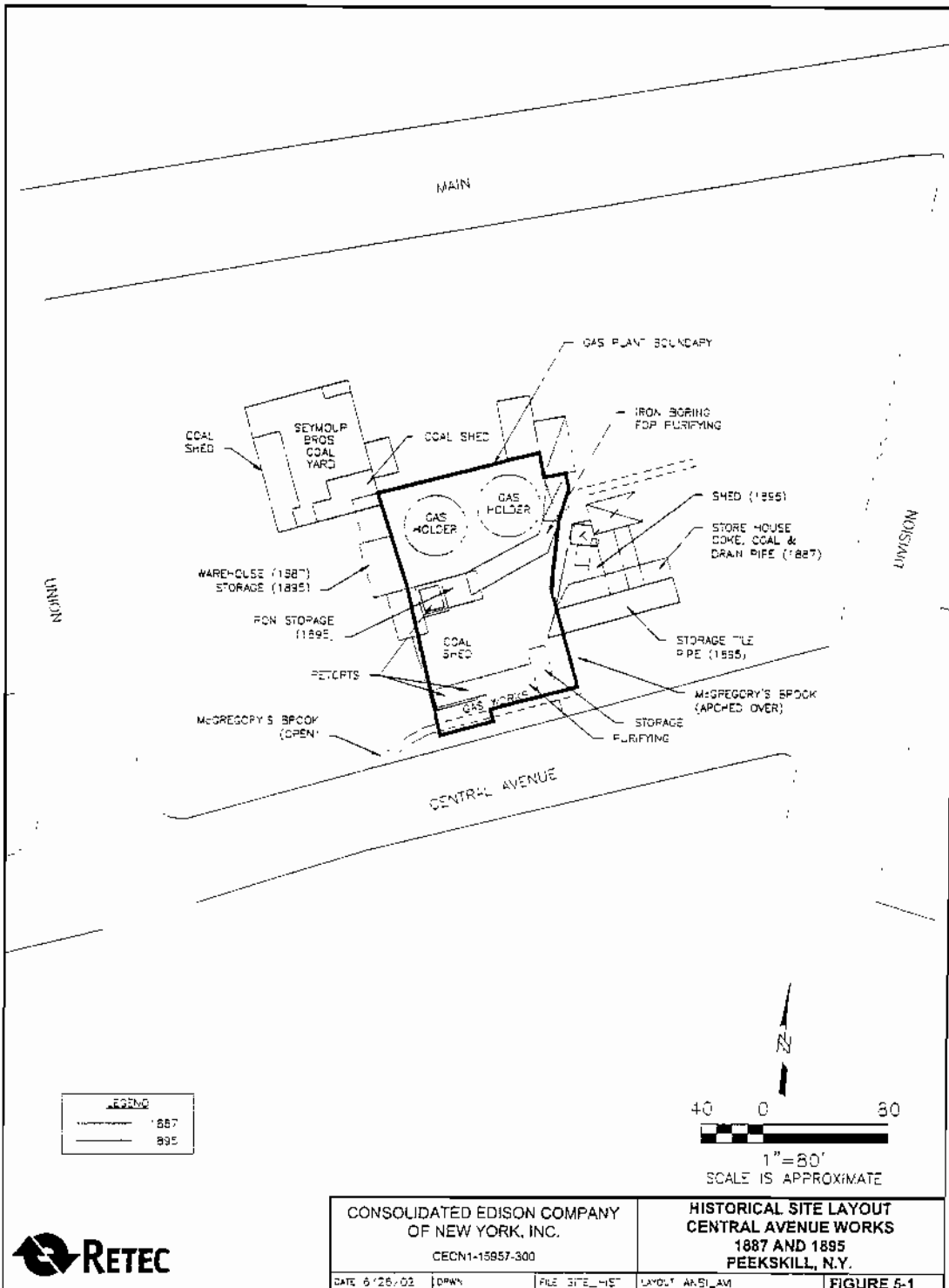
Nepperhan Avenue Works

A:\WORK\PROJECTS\RET\RET_001\DWG\MOQETTE.PLOT AT 4:32 PM 01/01/02



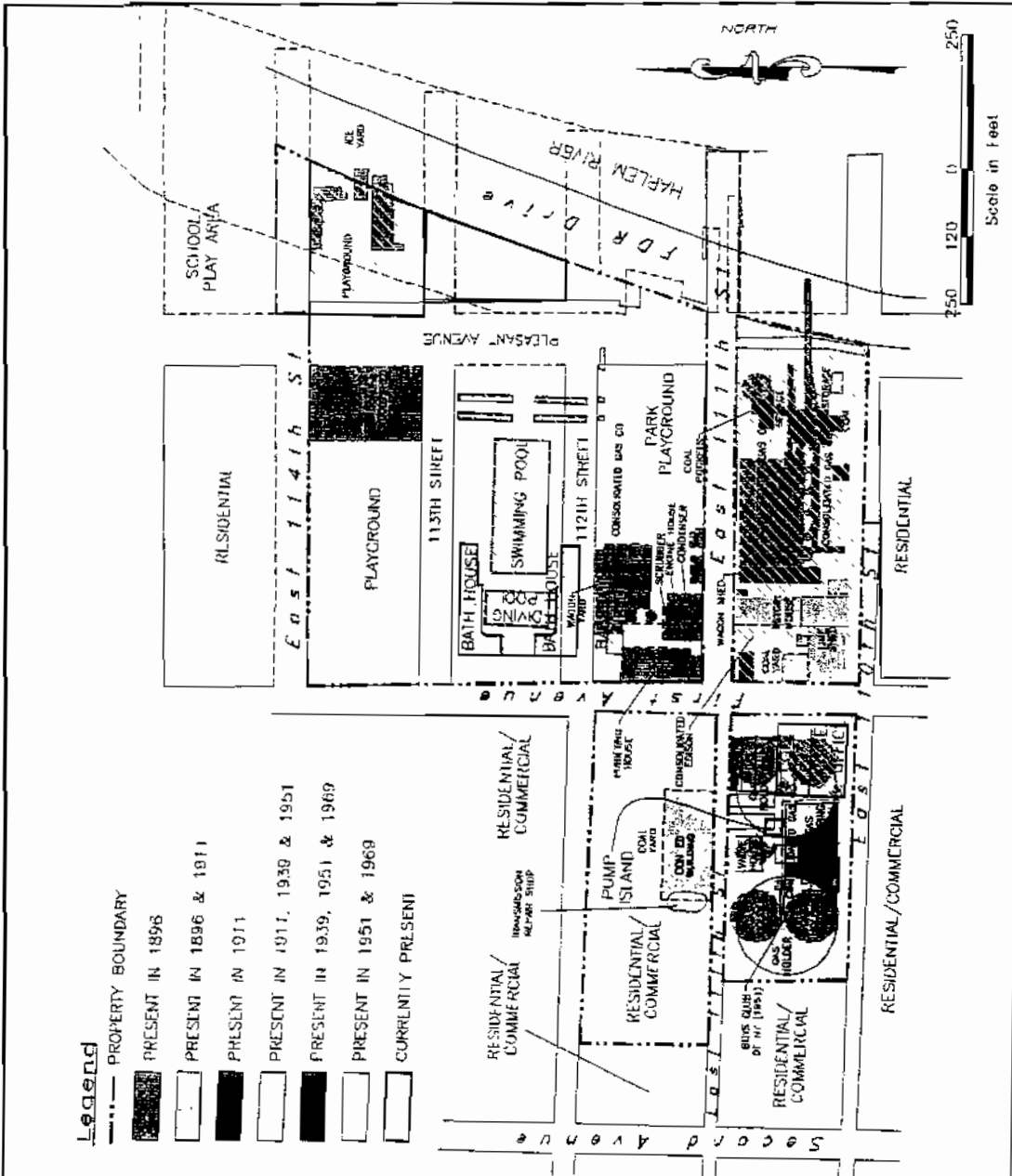
CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. CECN1-15957-300		HISTORICAL SITE LAYOUT NEPPERHAN AVENUE WORKS YONKERS, N.Y.	
DATE 6/07/02	DRWN	FILE SITE_LAYOUT	FIGURE 2-1

Central Avenue Works



East 111th Street Works

Piscataway on Inlet - Piscataway/Con Ed/01869-048 (NYC MGP Sites)/Site/111th Street Works, NYC/Cadd/Site Plan Historic(2)



Legend

--- PROPERTY BOUNDARY

■ PRESENT IN 1896

■ PRESENT IN 1896 & 1911

■ PRESENT IN 1911

■ PRESENT IN 1911, 1939 & 1951

■ PRESENT IN 1939, 1951 & 1969

■ PRESENT IN 1951 & 1969

■ CURRENTLY PRESENT



281 CENTENNIAL AVENUE
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FAX: (732) 457-0550
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HISTORIC USE COMPOSITE MAP

MGP SITES
CON ED
EAST 111th STREET
NEW YORK, NEW YORK

FIGURE NUMBER

3

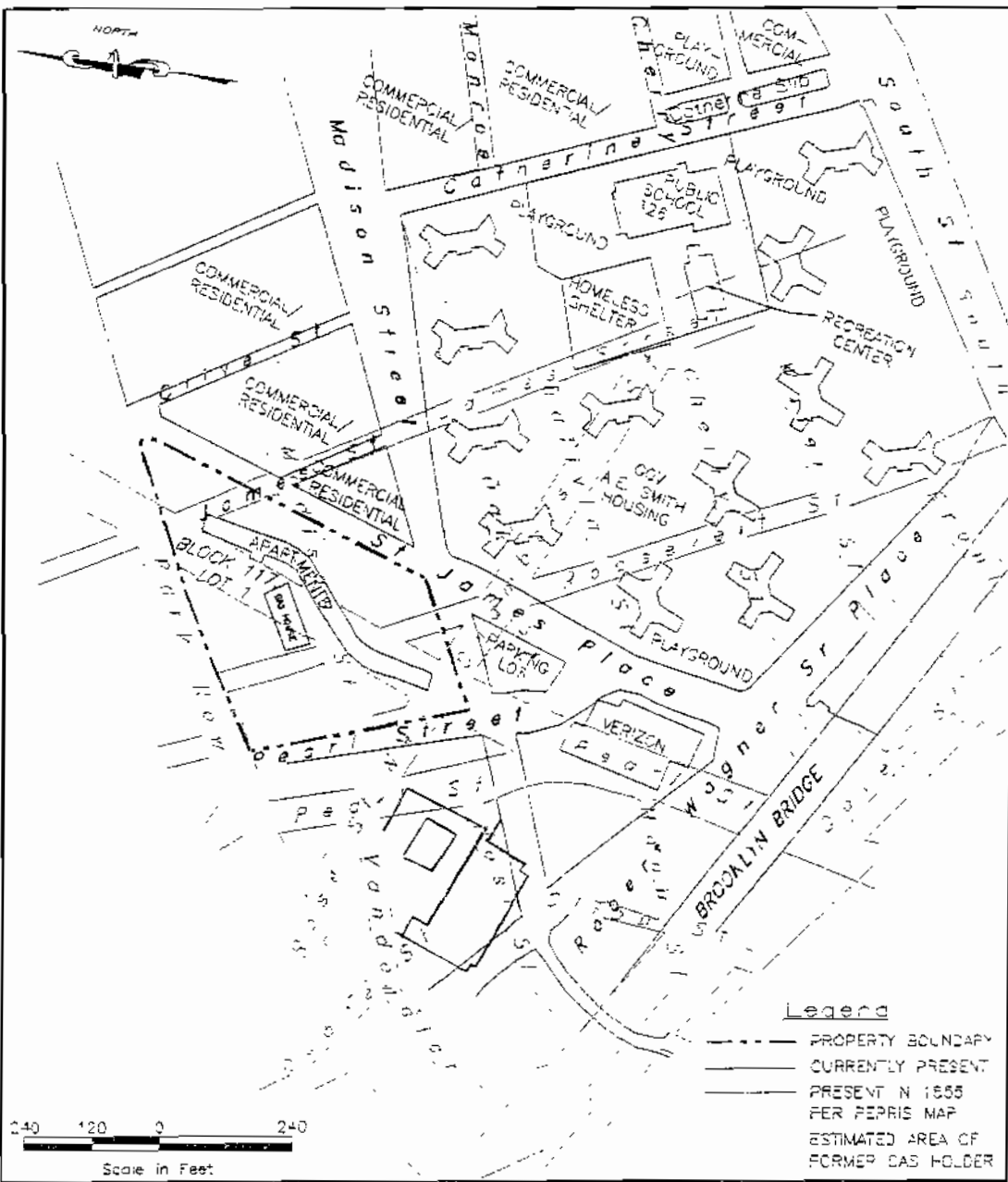
DRAWN BY
JK

DATE
06/28/02


PROJECT NUMBER
01869-048-300

SHEET NUMBER
1 of 1

Roosevelt Street Station

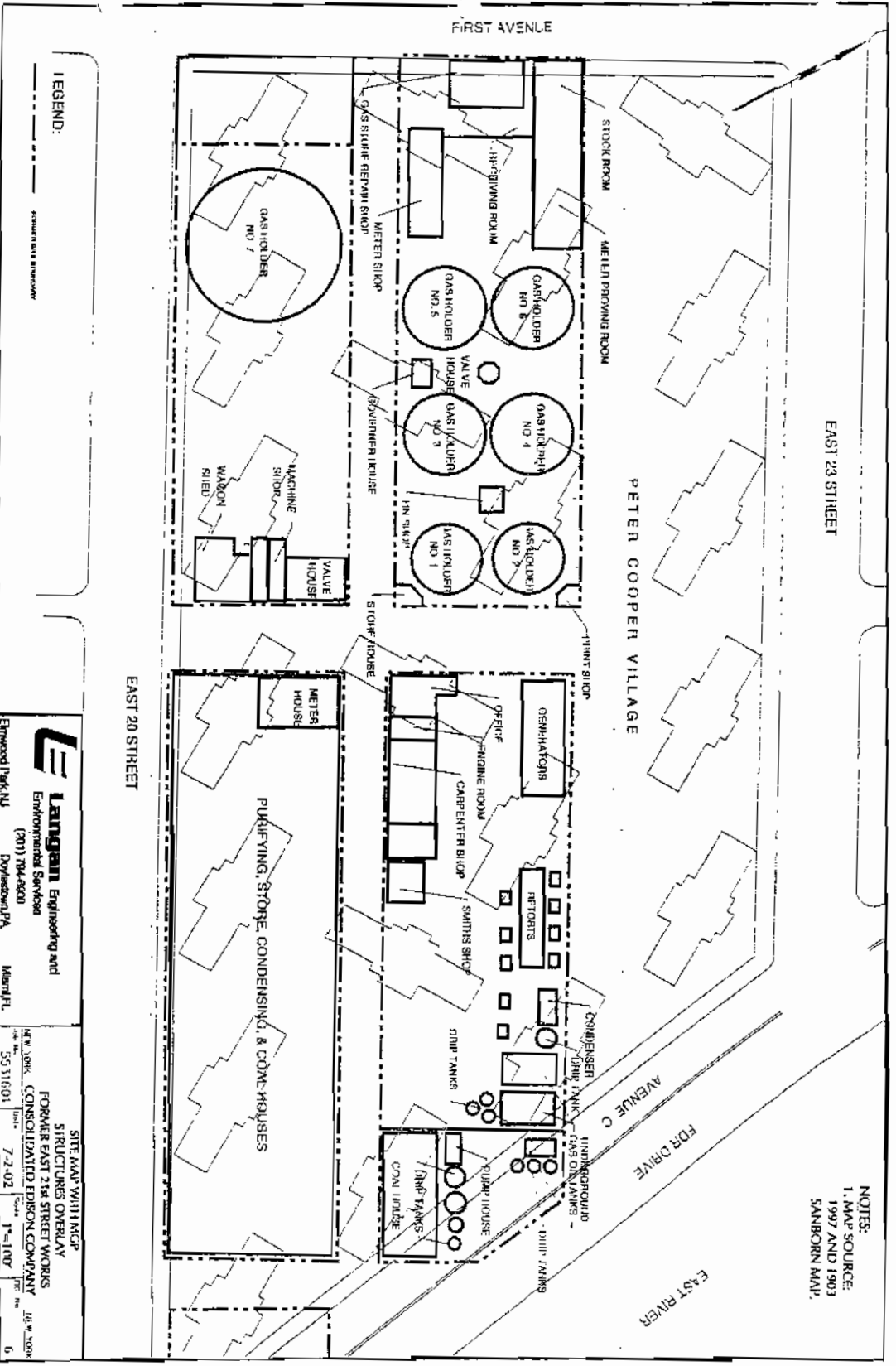


Produced by: Arcadis | Project: ConEd\01869-048 (NYC MOP Sites)\sites\Roosevelt Street Station\Coord\Combined (1)


 281 CENTENNIAL AVENUE
 PISCATAWAY, NEW JERSEY 08854
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 FAX: (732) 457-0550
 WEB: HTTP://WWW.ENSR.COM

HISTORIC USE COMPOSITE MAP			FIGURE NUMBER
GAS HOLDER SITES CON ED ROOSEVELT STREET STATION NEW YORK, NEW YORK			3
TEAM ID	DATE	PROJECT NUMBER	SHEET NUMBER
JK	07/19/02	01869-048-300	1 of 1

East 21st Street Works



LEGEND:

FORMER GAS WORKS

EAST 23 STREET

PETER COOPER VILLAGE

STOCK ROOM

METAL PROVING ROOM

IRVING ROOM

VALVE HOUSE

VALVE HOUSE

GAS HOLDER NO. 8

GAS HOLDER NO. 4

GAS HOLDER NO. 2

GAS HOLDER NO. 5

GAS HOLDER NO. 3

GAS HOLDER NO. 1

GAS STORAGE REPAIR SHOP

METER SHOP

STOCK HOUSE

MACHINE SHOP

WAGON SHED

CONDENSER

LAMP TANK

LIGHTING GROUND

CONDENSER

LAMP TANK

LIGHTING GROUND

OFFICE

MACHINE ROOM

CARPENTER SHOP

SMITH'S SHOP

BOILER HOUSE

PUMP HOUSE

RETORTS

RETORTS

CONDENSER

LAMP TANK

LIGHTING GROUND

CONDENSER

LAMP TANK

LIGHTING GROUND

PURIFYING, STORE, CONDENSING, & CONE HOUSES

AVENUE C

FDR DRIVE

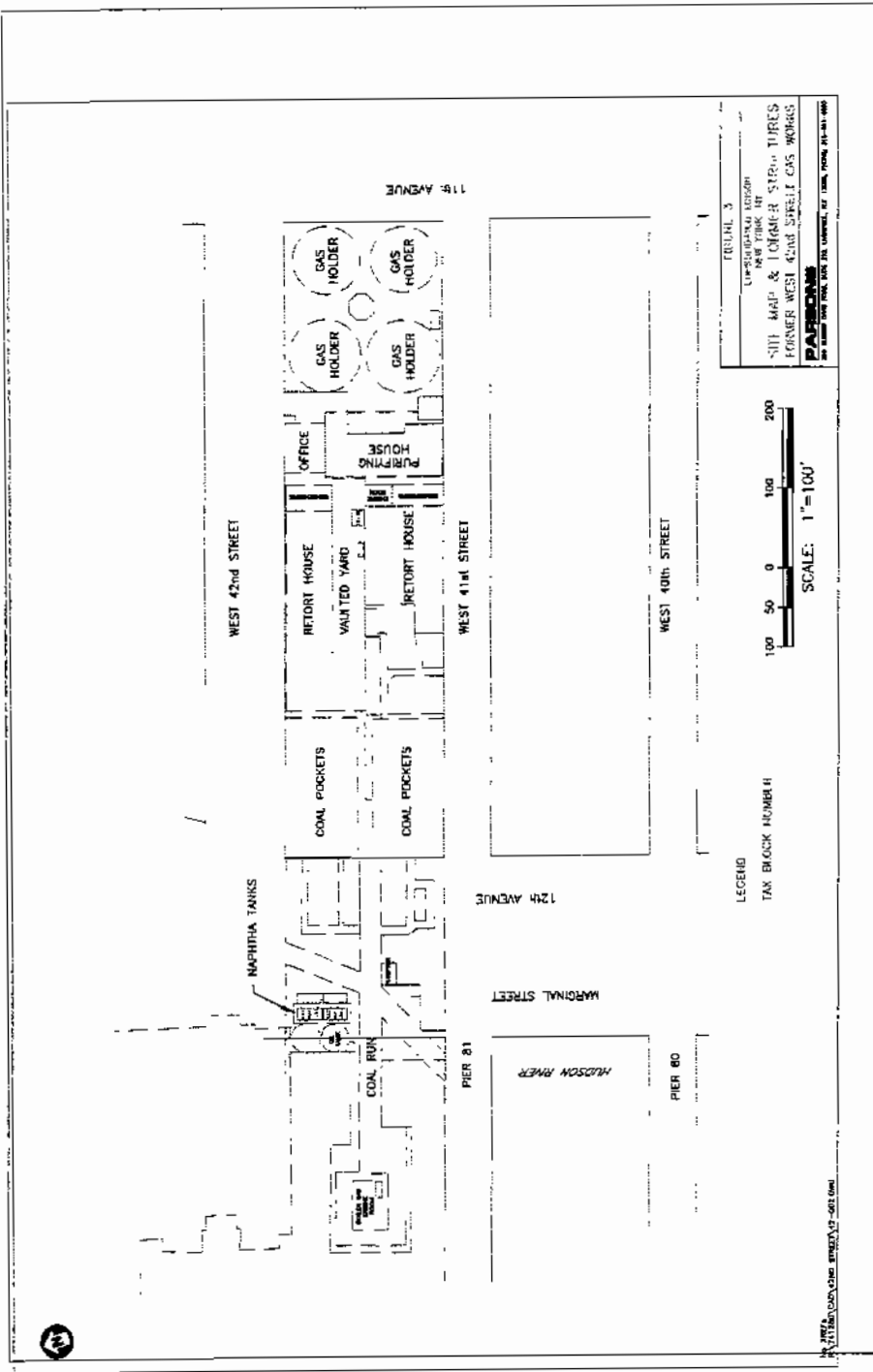
EAST RIVER

NOTES:
1. MAP SOURCE:
1997 AND 1903
SANBORN MAP.

E Langan Engineering and Environmental Services
(201) 704-6000
Doverstown, PA
Manalapan, NJ

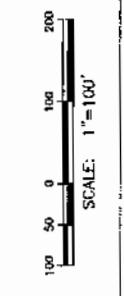
SITE MAP WITH INGP STRUCTURES OVERLAY
FORMER EAST 214 STREET WORKS
CONSOLIDATED EDISON COMPANY
NEW YORK, CONSOLIDATED EDISON COMPANY
DATE: 7-2-02 SCALE: 1"=100'
JOB NO. 06-0046

West 42nd Street Works



3

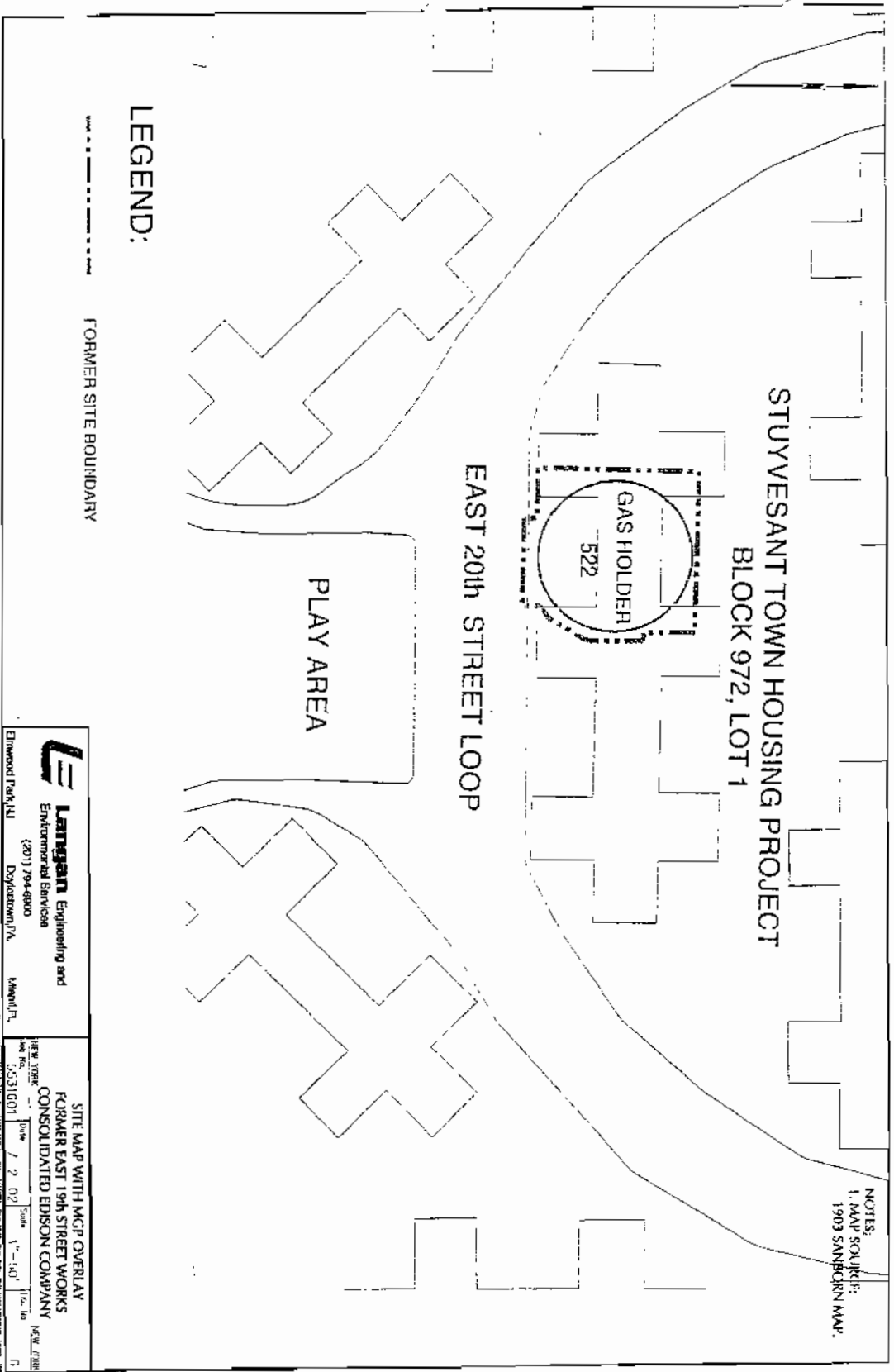
PLATE 3
 L. W. STUBBS ARCHT.
 NEW YORK, N.Y.
 SOUTH MAP & LOCATOR STRIPS THRU
 FORMER WEST 42nd STREET GAS WORKS
 1911



LEGEND
 TAX BLOCK NUMBER

NEW YORK, N.Y. 10014


East 19th Street Station



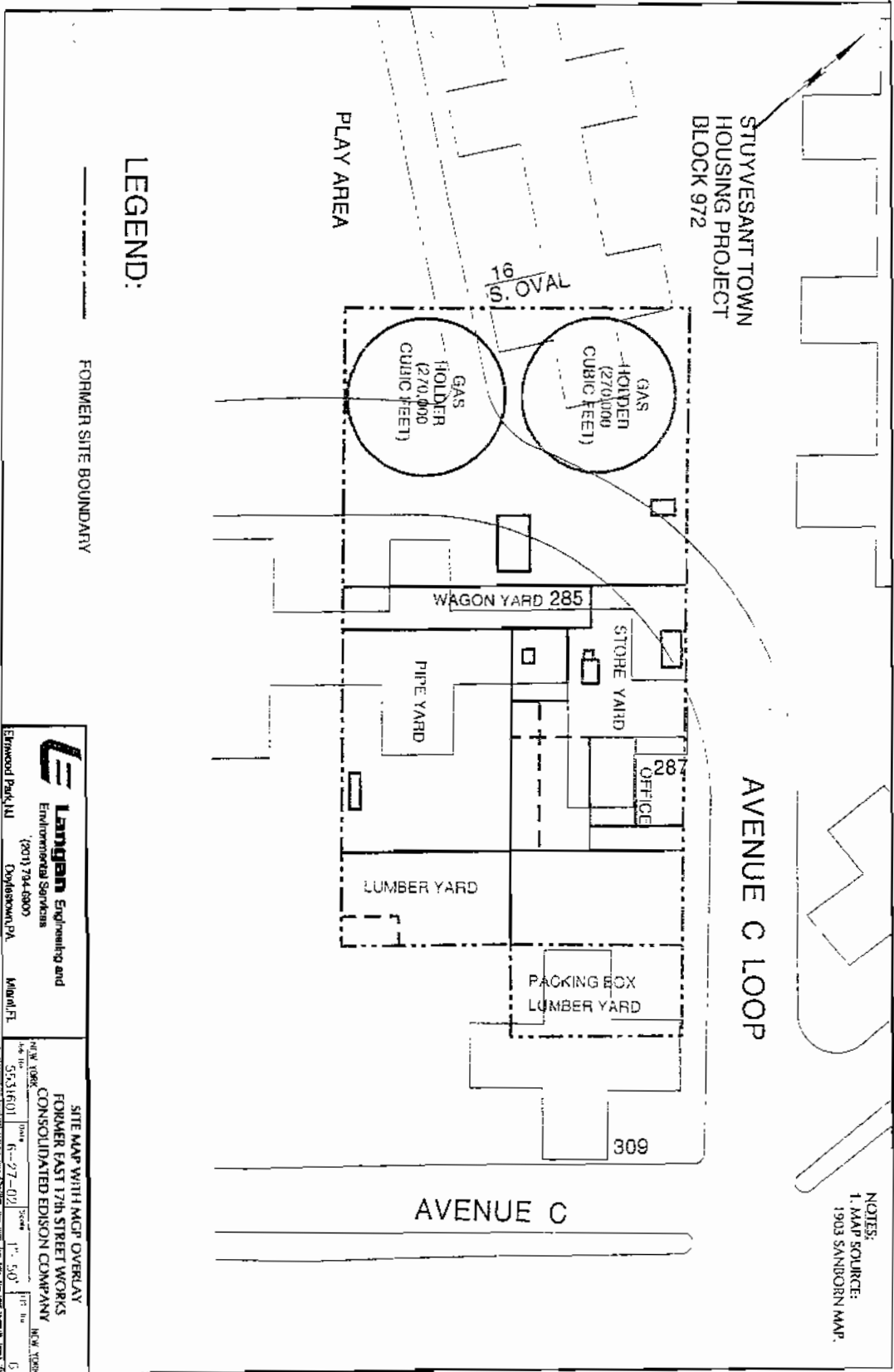
NOTES:
 1. MAP SOURCE:
 1903 SANBORN MAP.

LEGEND:

----- FORMER SITE BOUNDARY

 <p>Langan Engineering and Environmental Services (201) 794-8900 Doyledown, PA Manalapan, NJ</p>	<p>SITE MAP WITH MCP OVERLAY FORMER EAST 19th STREET WORKS CONSOLIDATED EDISON COMPANY</p>	
	<p>HEW YORK Proj. No. 0531001</p>	<p>Date 7-2-02 Scale 1"=50' Proj. No. 0531001</p>

East 17th Street Station



Broadway/Dyckman Street Station

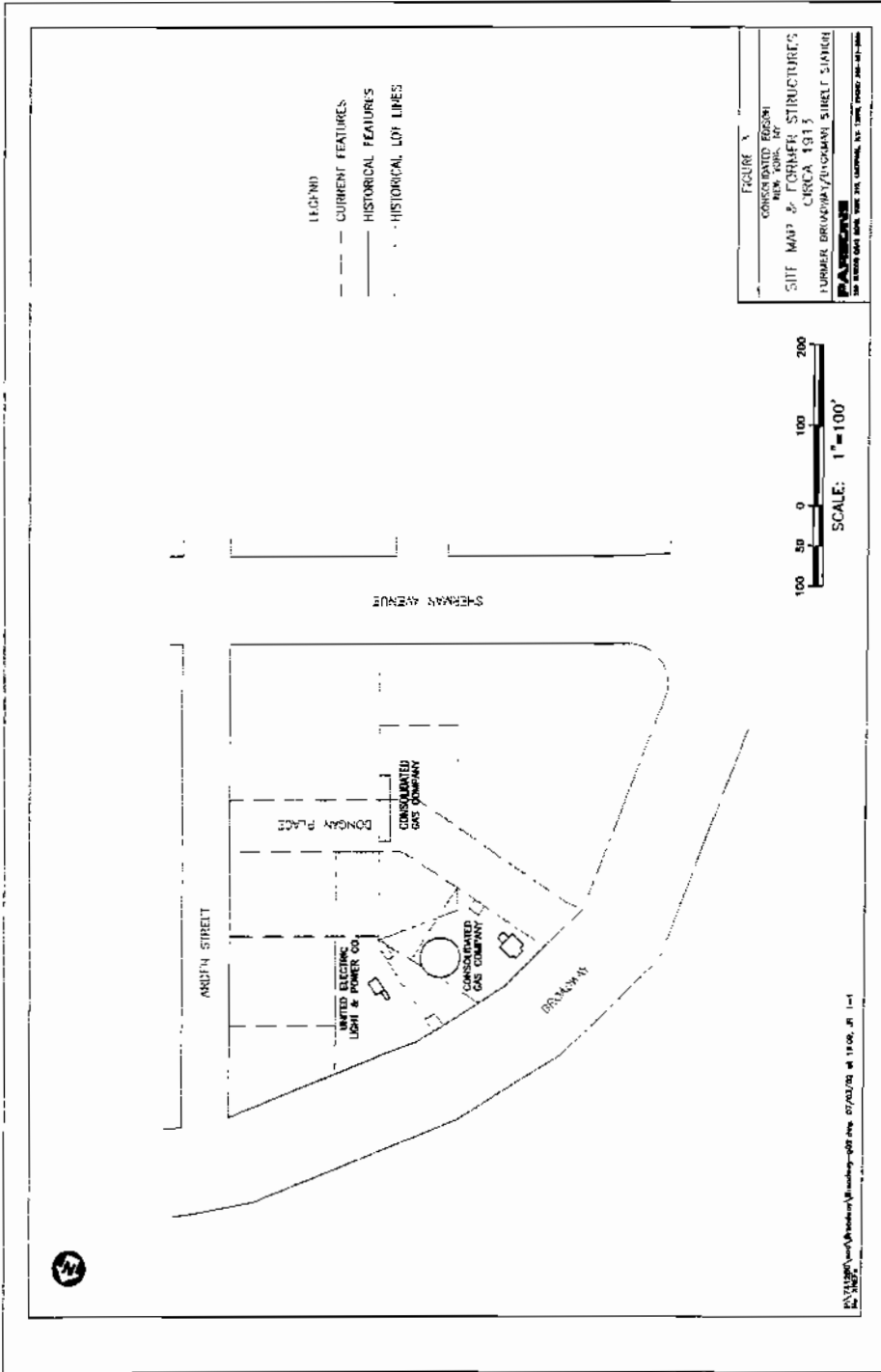


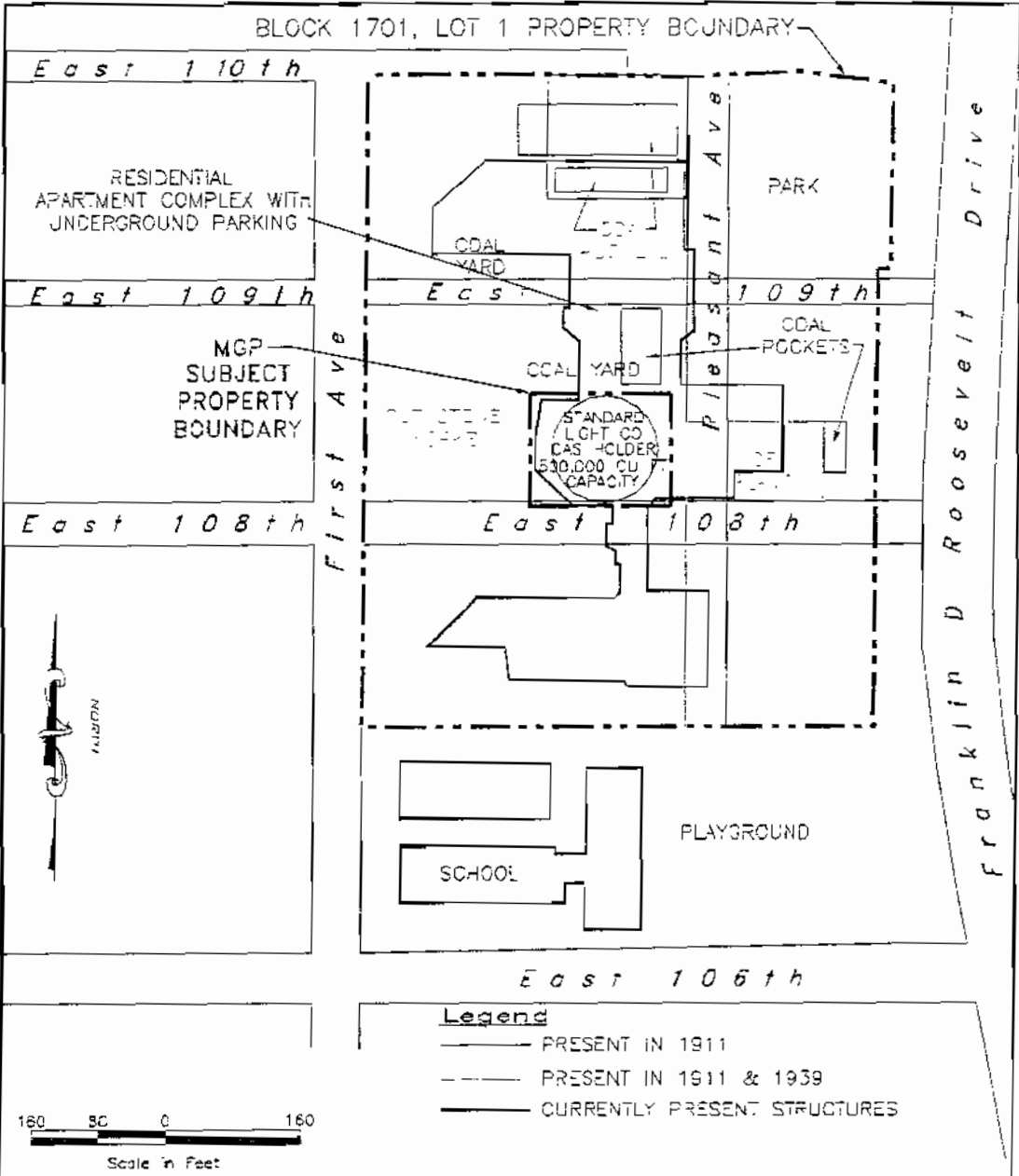
FIGURE 3
 CONSOLIDATED REGION
 NEW YORK CITY
 SIT MAP OF CORNER STRUCTURES
 CORNER BROADWAY/BROADWAY STREET SWICH


SCALE: 1" = 100'
 100 50 0 100 200

DATE: 07/03/02 BY: 11/09, JH
 1-1

East 108th Street Station

P:\Project\Cor-Ed\01869-048 (NYC MGP Sites)\sites\E 108th St Station\Cadd\Historic Use




 281 CENTENNIAL AVENUE
 PISCATAWAY, NEW JERSEY 08854
 PHONE (732) 457-0500
 FAX: (732) 457-3850
 WEB: HTTP://WWW.ENSUR.COM

HISTORIC USE COMPOSITE PLAN

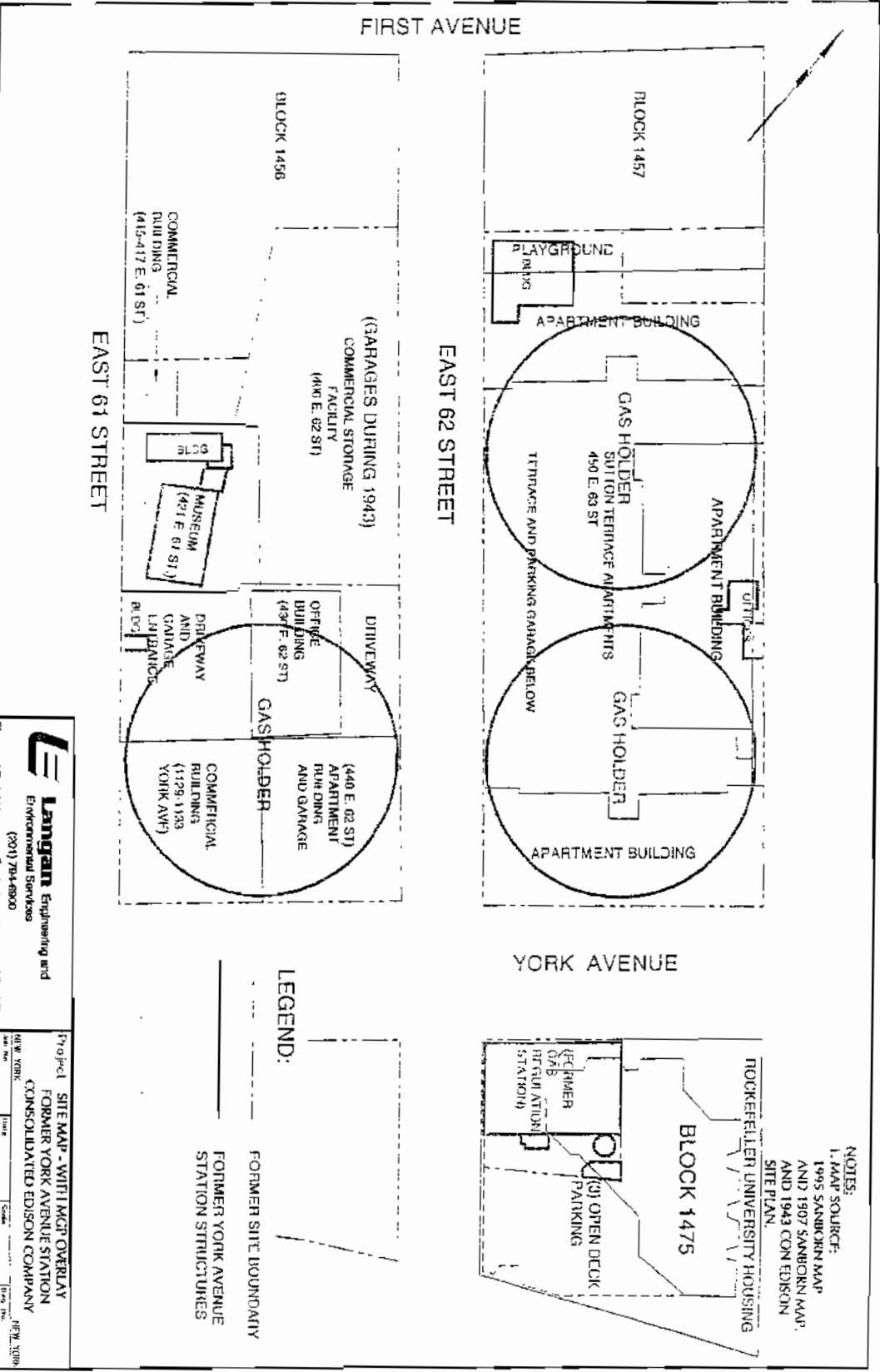
MGP SITES
 ConEd
 108th Street Station
 New York, New York

FIGURE NUMBER

3

DRAWN BY	DATE	PROJECT NUMBER	SHEET NUMBER
k	06/14/02	01869-048-200	i of 1

York Avenue Station

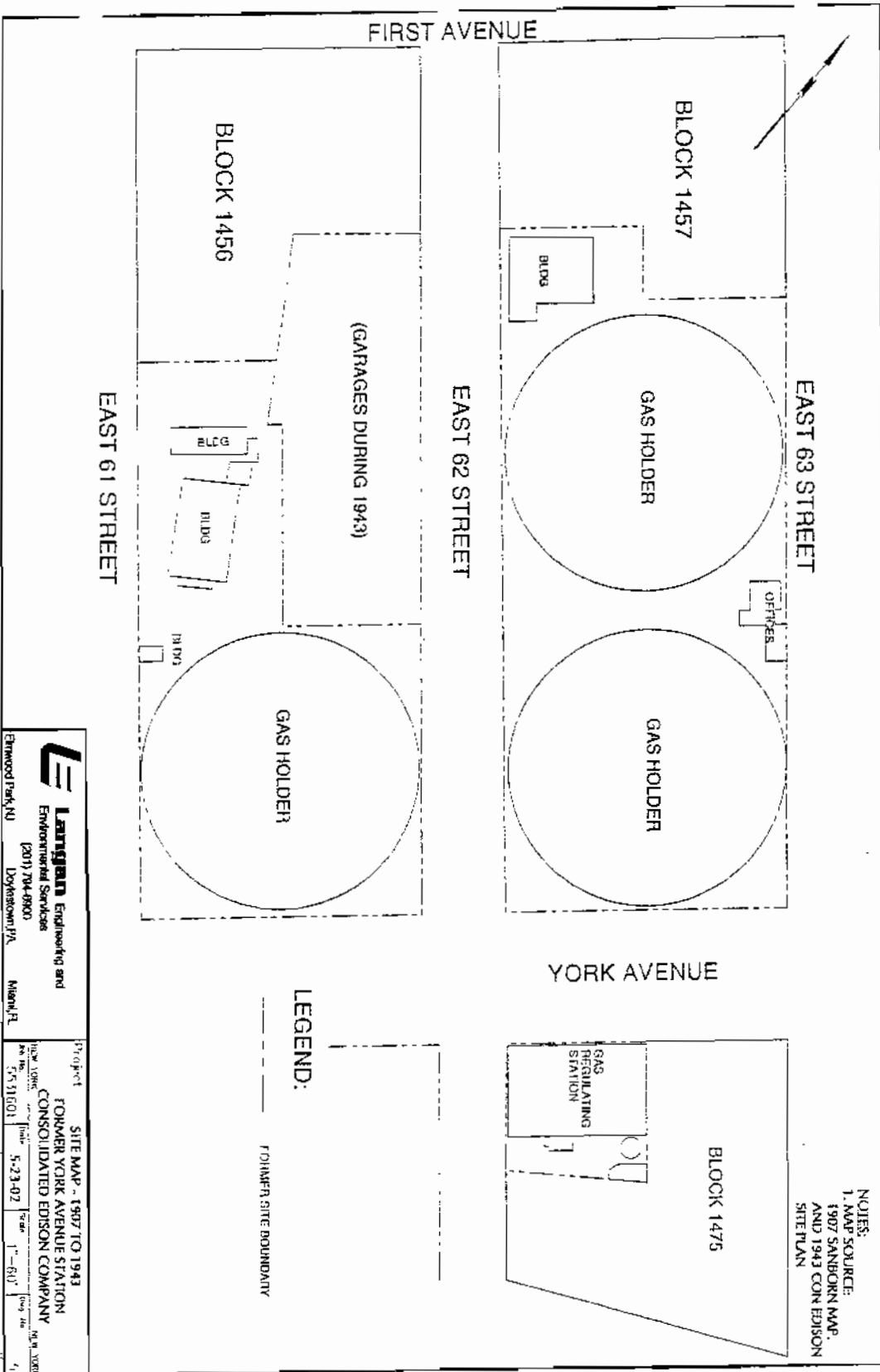


Langan Engineering and Environmental Services
 (201) 794-8900
 Doylestown, PA

Project: **SITE MAP - WITH MAP OVERLAY**
 FORMER YORK AVENUE STATION
 CONSOLIDATED EDISON COMPANY

Client: **EDISON COMPANY**
 55-11601
 5-23-02
 1" = 60'
 APR 11, 2008

NOTES:
 1. MAP SOURCE:
 1995 SANBORN MAP
 AND 1907 SANBORN MAP
 AND 1943 CON EDISON
 SITE PLAN.



NOTES:
 1. MAP SOURCE:
 1907 SANBORN MAP
 AND 1943 CON EDISON
 SITE PLAN

LEGEND:
 _____ FORMER SITE BOUNDARY

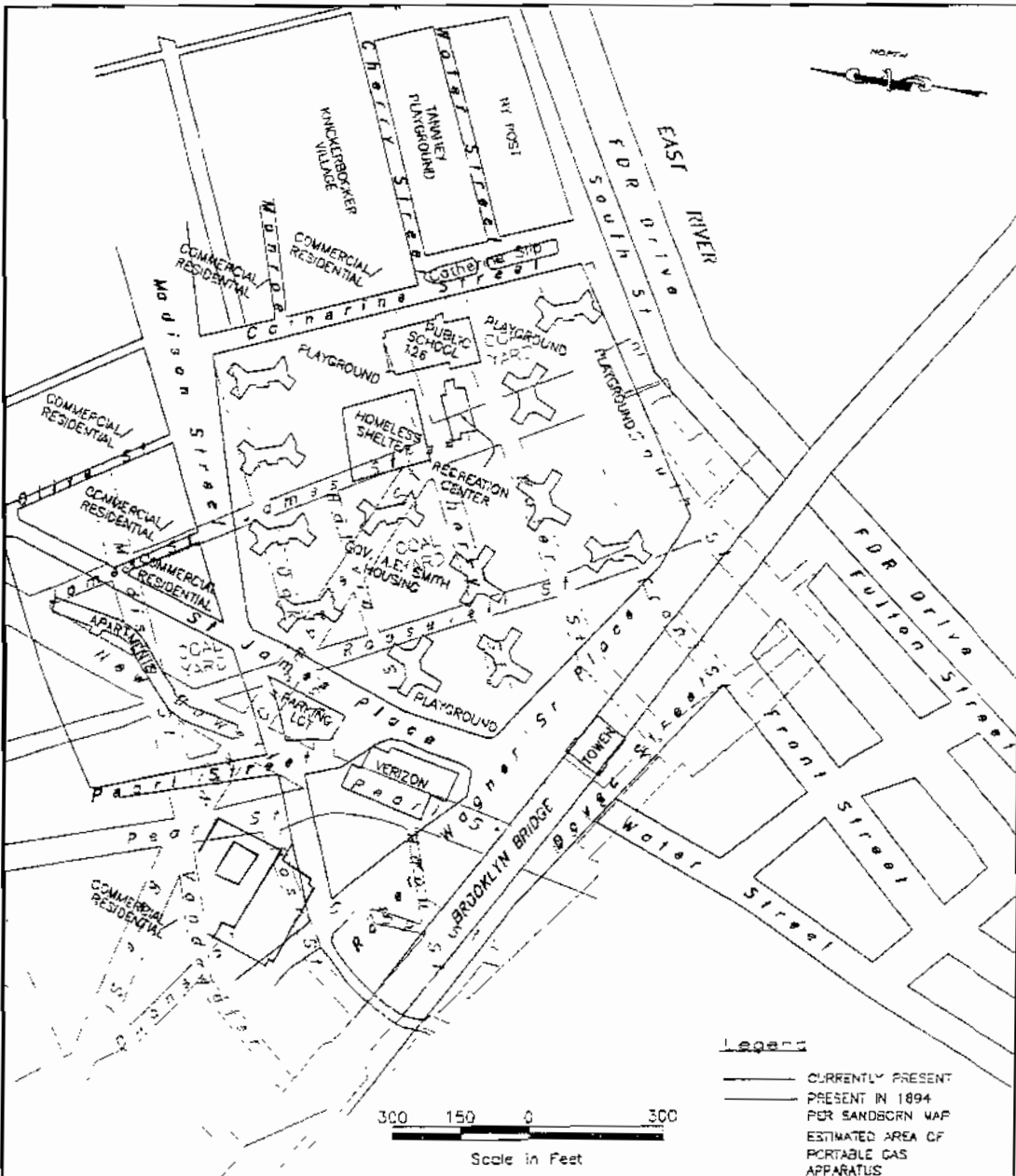
Langston Engineering and Environmental Services
 (201) 794-8900
 Lyndhurst, NJ
 Edison, NJ

Project: SITE MAP - 1907 TO 1943
 FORMER YORK AVENUE STATION
 CONSOLIDATED EDISON COMPANY

Map Scale: 1" = 100'
 Date: 5-23-02
 Drawing No: 1-817

286 Water Street Site

J:\Project\ConEd\01869-048 (NYC MGP Sites)\Site\Management Street Station\Cadd\AsstBook Line(2)



281 CENTENNIAL AVENUE
 PISCATAWAY, NEW JERSEY 08854
 PHONE: (732) 457-0500
 FAX: (732) 457-0550
 WEB: HTTP://WWW.ENSUR.COM

HISTORIC USE COMPOSITE MAP

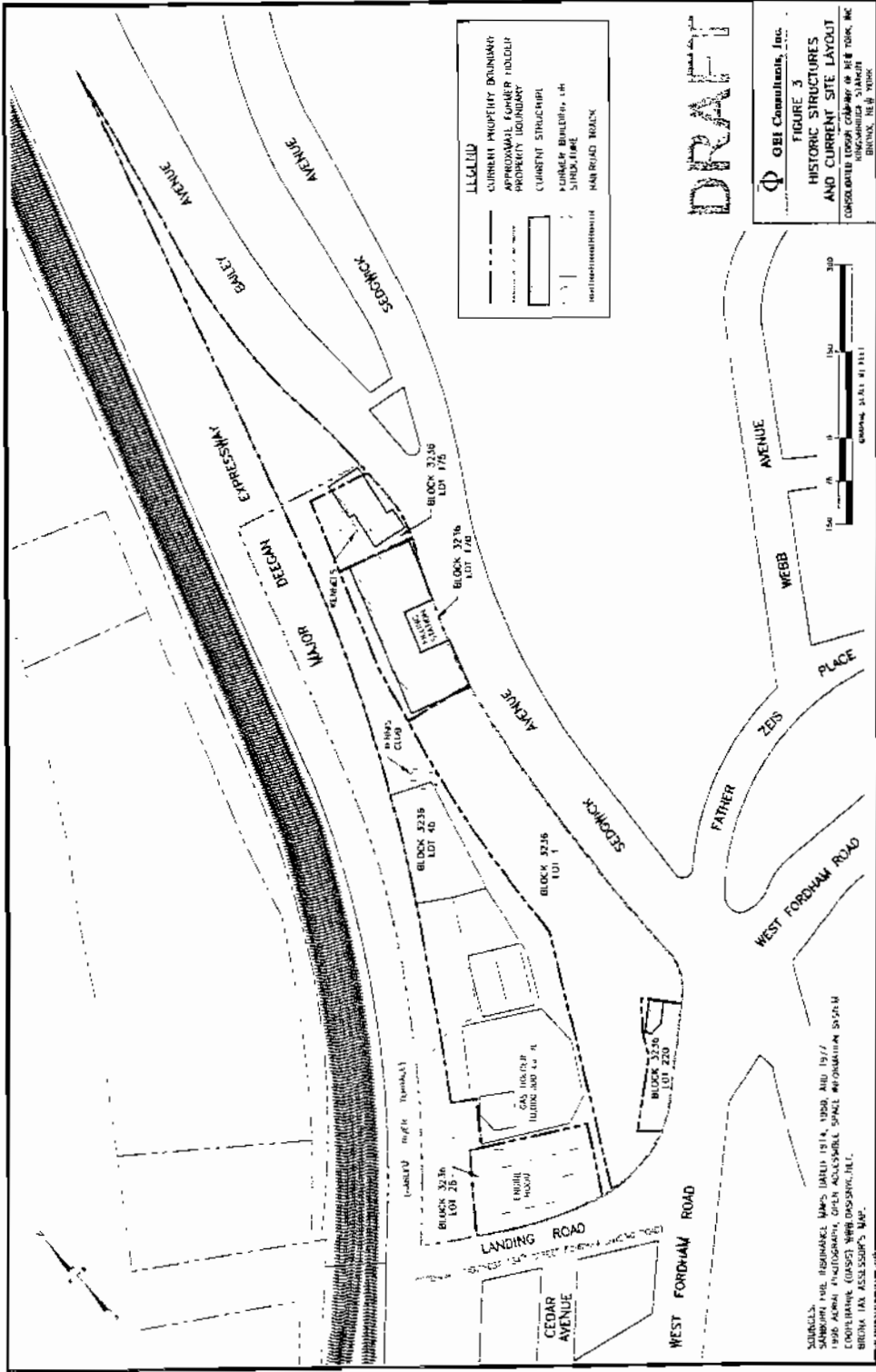
MGP SITES
 CON ED
 288 WATER STREET
 NEW YORK, NEW YORK

FIGURE NUMBER:

3

DRAWN BY:	DATE:	PROJECT NUMBER:	SHEET NUMBER:
JK	05/28/02	01869-048-300	1 of 1

Kingsbridge Station Site



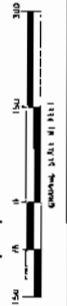
LEGEND

- CURRENT PROPERTY BOUNDARY
- - - APPROXIMATE FORMER HOLDING PROPERTY BOUNDARY
- ▭ CURRENT STRUCTURE
- ✕ CHANGE BUILDING, etc.
- SHOCK LINE
- HAN ROAD TRAIL

DRAFT

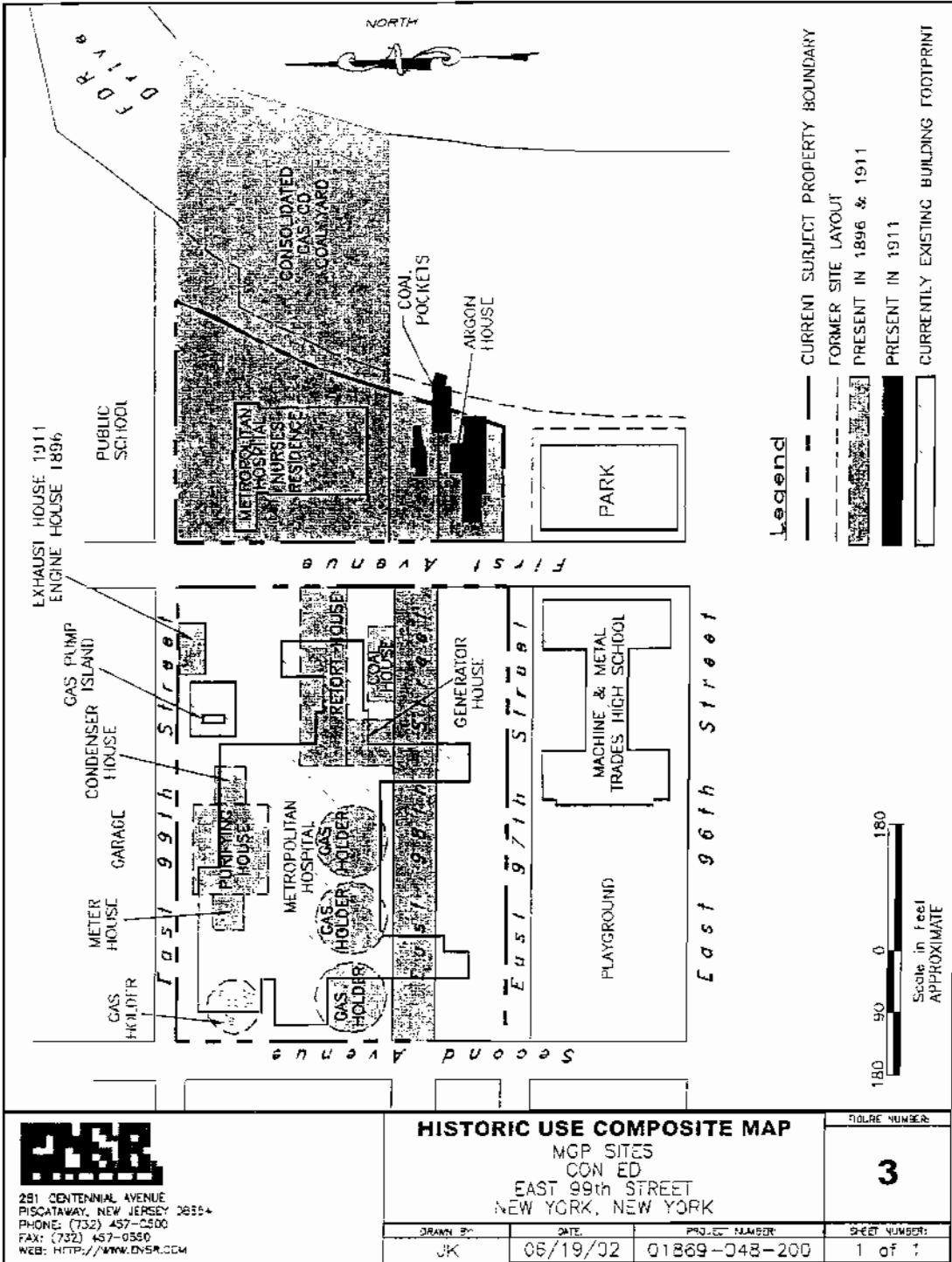
QBE Consultants, Inc.
 FIGURE 3
 HISTORIC STRUCTURES
 AND CURRENT SITE LAYOUT
 CONSULTING ENGINEERING CORPORATION, 30 WEST 108th ST., NEW YORK, N.Y. 10026

SEARCHED FOR REFINANCE MAPS (DATE: 12/14, 1988, AND 12/17, 1988) ALONG FORDHAM, GLEN ACRES/SHAWNEE SPANCE INFORMATION SYSTEM (COURTESY (CSES)) WITH DISSEMINATION, INC. BRUNN, FOR ACCESS TO MAPS.



East 99th Street Works

History on 'loc-History' (1) Project/Con Ed/01869-048 (NYC MGP Sites)/E 99th Street Works, NYC/CADD/Site Plan Historic Comp(1)



251 CENTENNIAL AVENUE
 PISCATAWAY, NEW JERSEY 08854
 PHONE: (732) 457-0500
 FAX: (732) 457-0550
 WEB: HTTP://WWW.DVSA.COM

HISTORIC USE COMPOSITE MAP

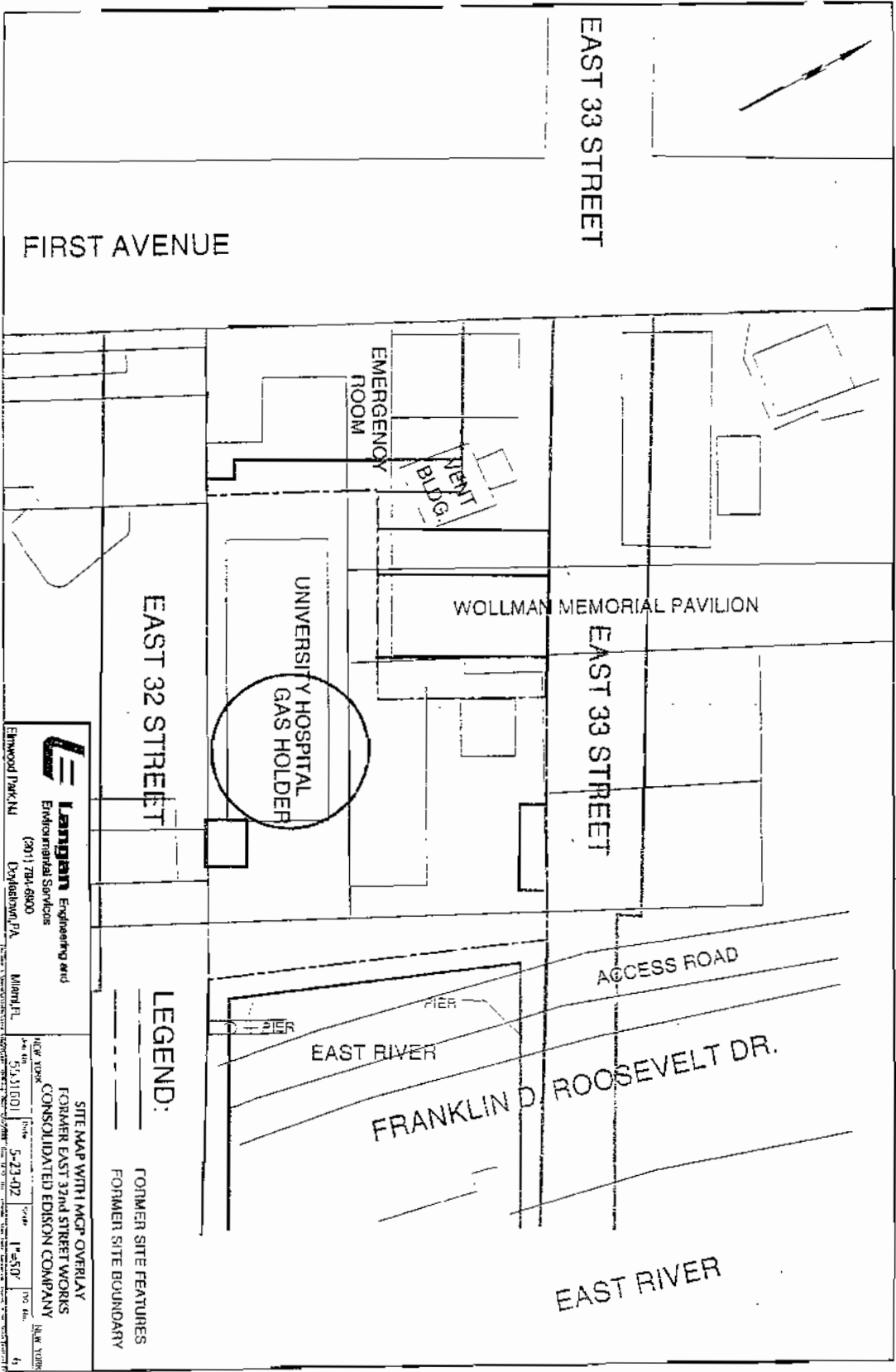
MGP SITES
 CON ED
 EAST 99th STREET
 NEW YORK, NEW YORK

TITLE NUMBER:

3

DRAWN BY	DATE	PROJECT NUMBER	SHEET NUMBER
JK	06/19/02	01869-048-200	1 of 1

East 32nd Street Station



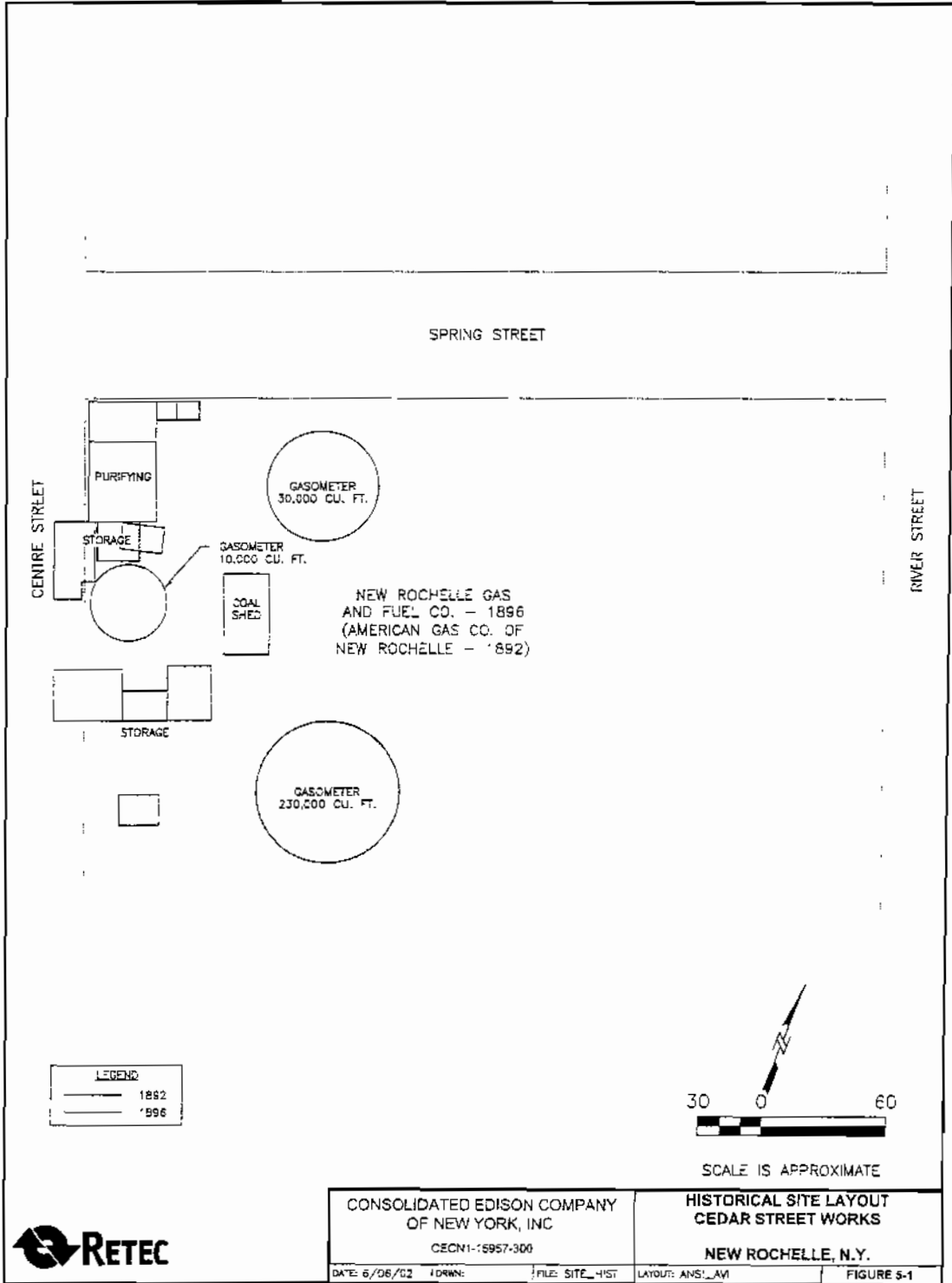
Langston Engineering and
 Environmental Services
 (201) 794-6900
 Conshohocken, PA
 Millersville, PA

Langston Engineering and
 Environmental Services
 (201) 794-6900
 Conshohocken, PA
 Millersville, PA

LEGEND:
 FORMER SITE FEATURES
 FORMER SITE BOUNDARY

SITE MAP WITH MCP OVERLAY
 FORMER EAST 32ND STREET WORKS
 CONSOLIDATED EDISON COMPANY
 DATE: 5-23-02
 SCALE: 1"=50'

Cedar Street Works

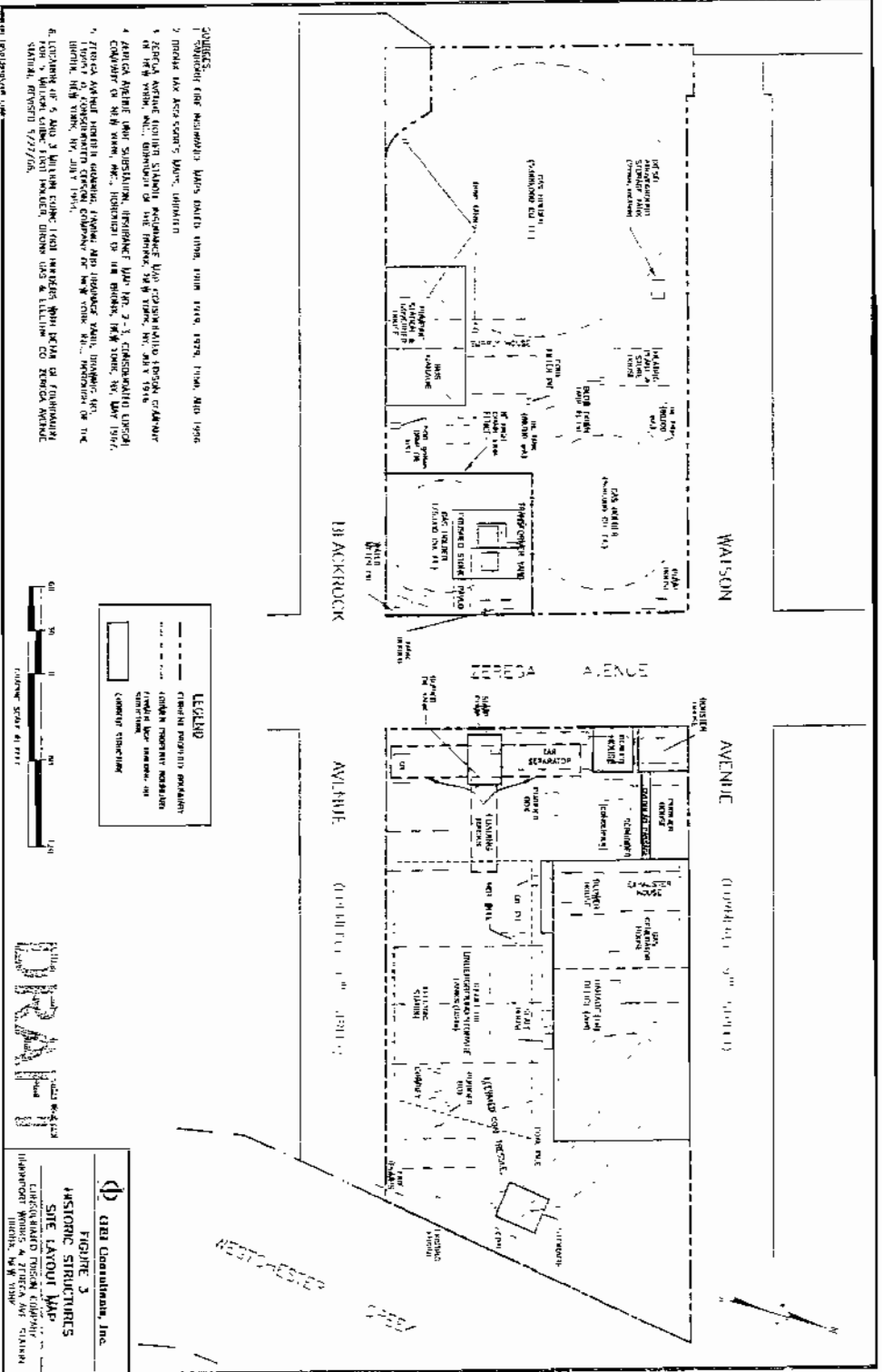


J:\PROJECTS\CDAR\CDAR.dwg 3/26/2002 11:38 AM



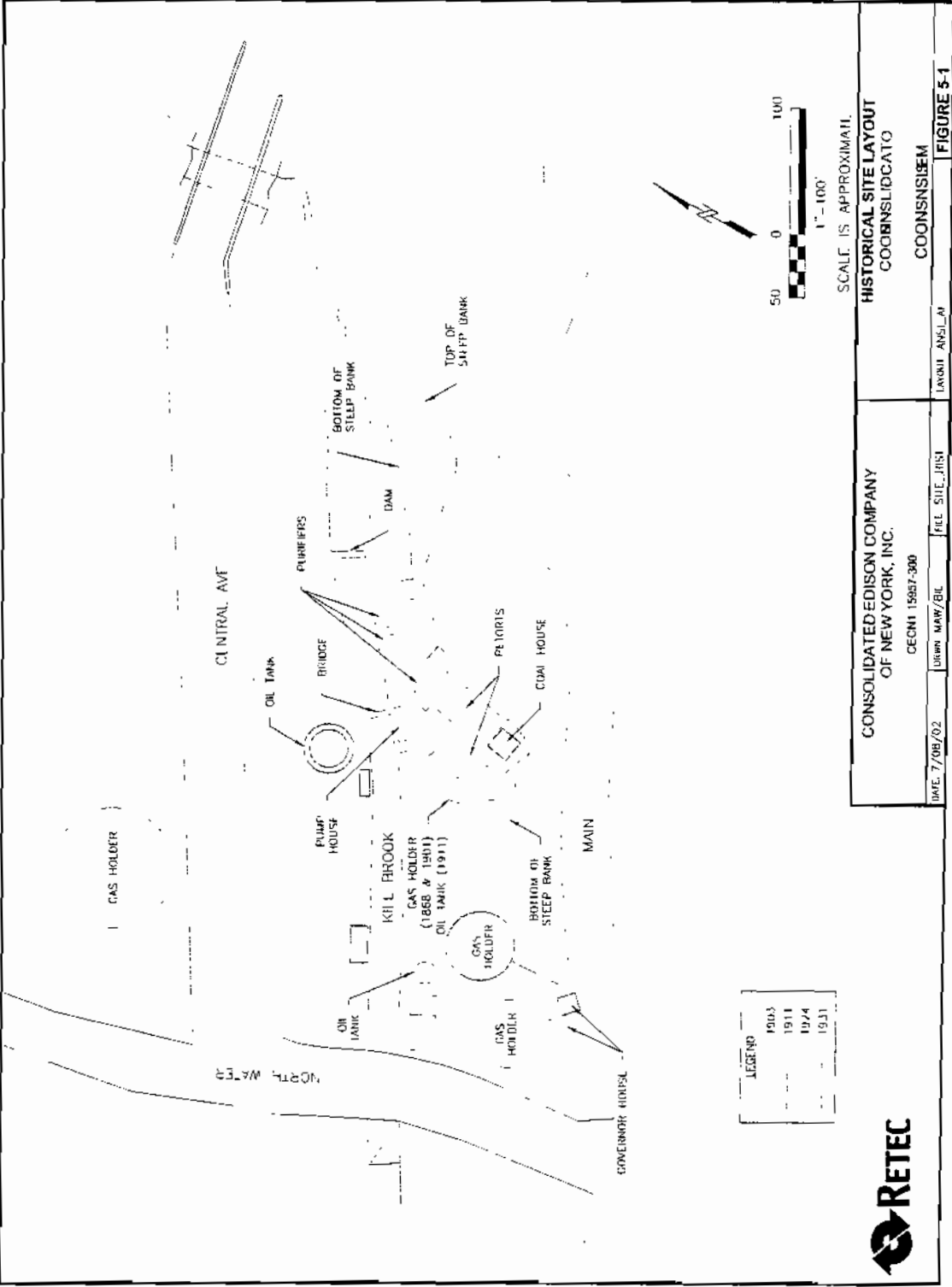
CONSOLIDATED EDISON COMPANY OF NEW YORK, INC CECN1-6957-300		HISTORICAL SITE LAYOUT CEDAR STREET WORKS NEW ROCHELLE, N.Y.	
DATE: 6/06/02	DRAWN:	FILE: SITE_41ST	FIGURE 5-1

Unionport Works



- SOURCES:**
1. AIR PHOTOGRAPHY, 1948, 1950, 1952, 1954, 1956, 1958, 1960, 1962, 1964, 1966, 1968, 1970, 1972, 1974, 1976, 1978, 1980, 1982, 1984, 1986, 1988, 1990, 1992, 1994, 1996, 1998, 2000, 2002, 2004, 2006, 2008, 2010, 2012, 2014, 2016, 2018, 2020.
 2. FEDERAL TAX AND ZONING MAPS, 1948, 1950, 1952, 1954, 1956, 1958, 1960, 1962, 1964, 1966, 1968, 1970, 1972, 1974, 1976, 1978, 1980, 1982, 1984, 1986, 1988, 1990, 1992, 1994, 1996, 1998, 2000, 2002, 2004, 2006, 2008, 2010, 2012, 2014, 2016, 2018, 2020.
 3. FEDERAL ARCHIVE (COLLIER STAMPA) RECORDS, 1948, 1950, 1952, 1954, 1956, 1958, 1960, 1962, 1964, 1966, 1968, 1970, 1972, 1974, 1976, 1978, 1980, 1982, 1984, 1986, 1988, 1990, 1992, 1994, 1996, 1998, 2000, 2002, 2004, 2006, 2008, 2010, 2012, 2014, 2016, 2018, 2020.
 4. FEDERAL ARCHIVE (COLLIER STAMPA) RECORDS, 1948, 1950, 1952, 1954, 1956, 1958, 1960, 1962, 1964, 1966, 1968, 1970, 1972, 1974, 1976, 1978, 1980, 1982, 1984, 1986, 1988, 1990, 1992, 1994, 1996, 1998, 2000, 2002, 2004, 2006, 2008, 2010, 2012, 2014, 2016, 2018, 2020.
 5. FEDERAL ARCHIVE (COLLIER STAMPA) RECORDS, 1948, 1950, 1952, 1954, 1956, 1958, 1960, 1962, 1964, 1966, 1968, 1970, 1972, 1974, 1976, 1978, 1980, 1982, 1984, 1986, 1988, 1990, 1992, 1994, 1996, 1998, 2000, 2002, 2004, 2006, 2008, 2010, 2012, 2014, 2016, 2018, 2020.
 6. FEDERAL ARCHIVE (COLLIER STAMPA) RECORDS, 1948, 1950, 1952, 1954, 1956, 1958, 1960, 1962, 1964, 1966, 1968, 1970, 1972, 1974, 1976, 1978, 1980, 1982, 1984, 1986, 1988, 1990, 1992, 1994, 1996, 1998, 2000, 2002, 2004, 2006, 2008, 2010, 2012, 2014, 2016, 2018, 2020.

Ossining Works



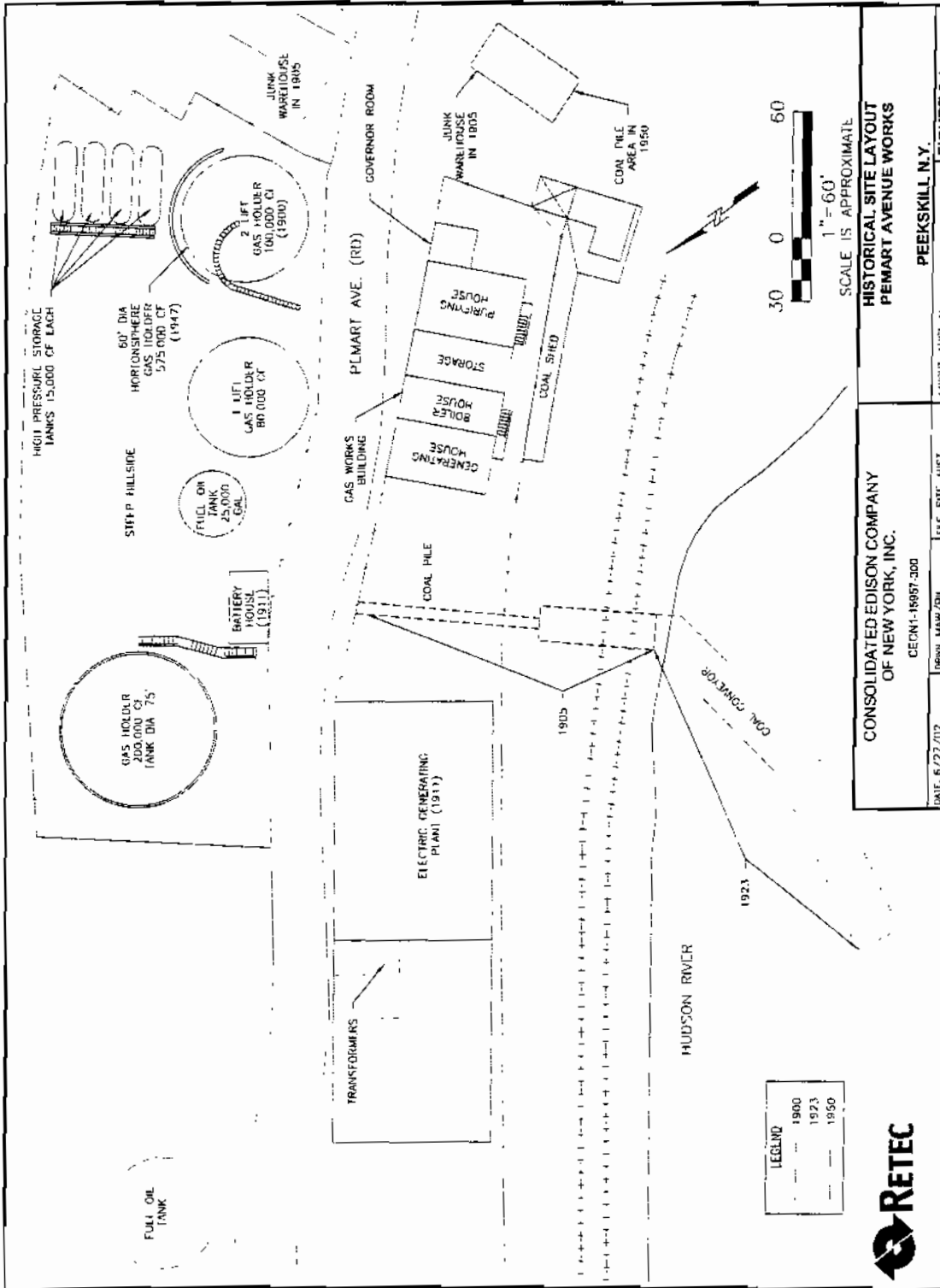
DATE: 7/08/02
 DRAWN: MARW/BL
 FILE: SITE_HIST
 LAYOUT: ANSL_A1

CONSOLIDATED EDISON COMPANY
 OF NEW YORK, INC.
 CECN1 19887-300



FIGURE 5-1

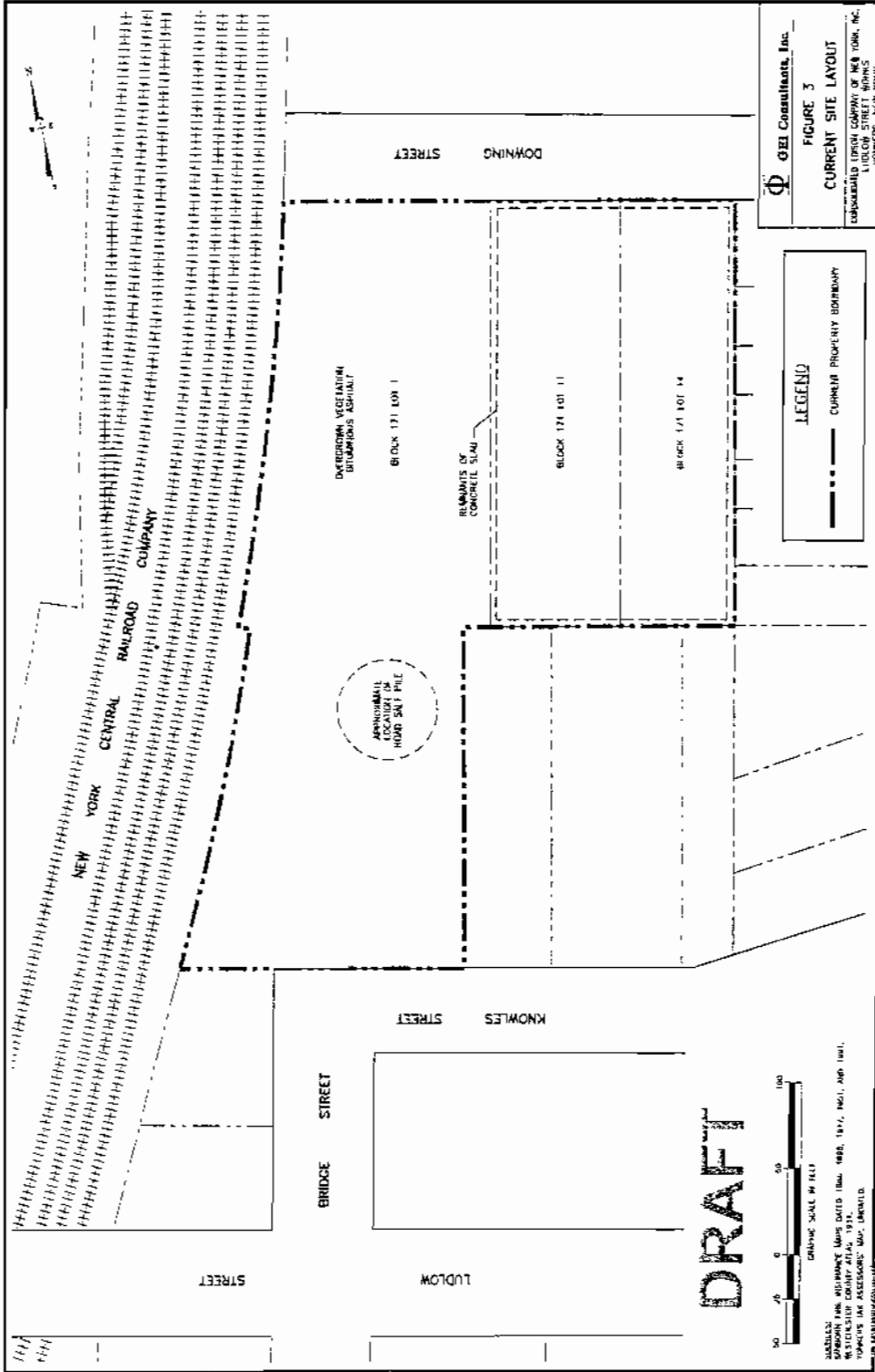
Pemart Avenue Works




DATE: 6/27/02
 DRAWN: MAW/BN
 FILE: SITE_HIST
 CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.
 CECN1-19957-300
 HISTORICAL SITE LAYOUT
 PEERMART AVENUE WORKS
 PEEKSKILL, N.Y.
 LAYOUT: ARS/ AJ
 FIGURE 5-1



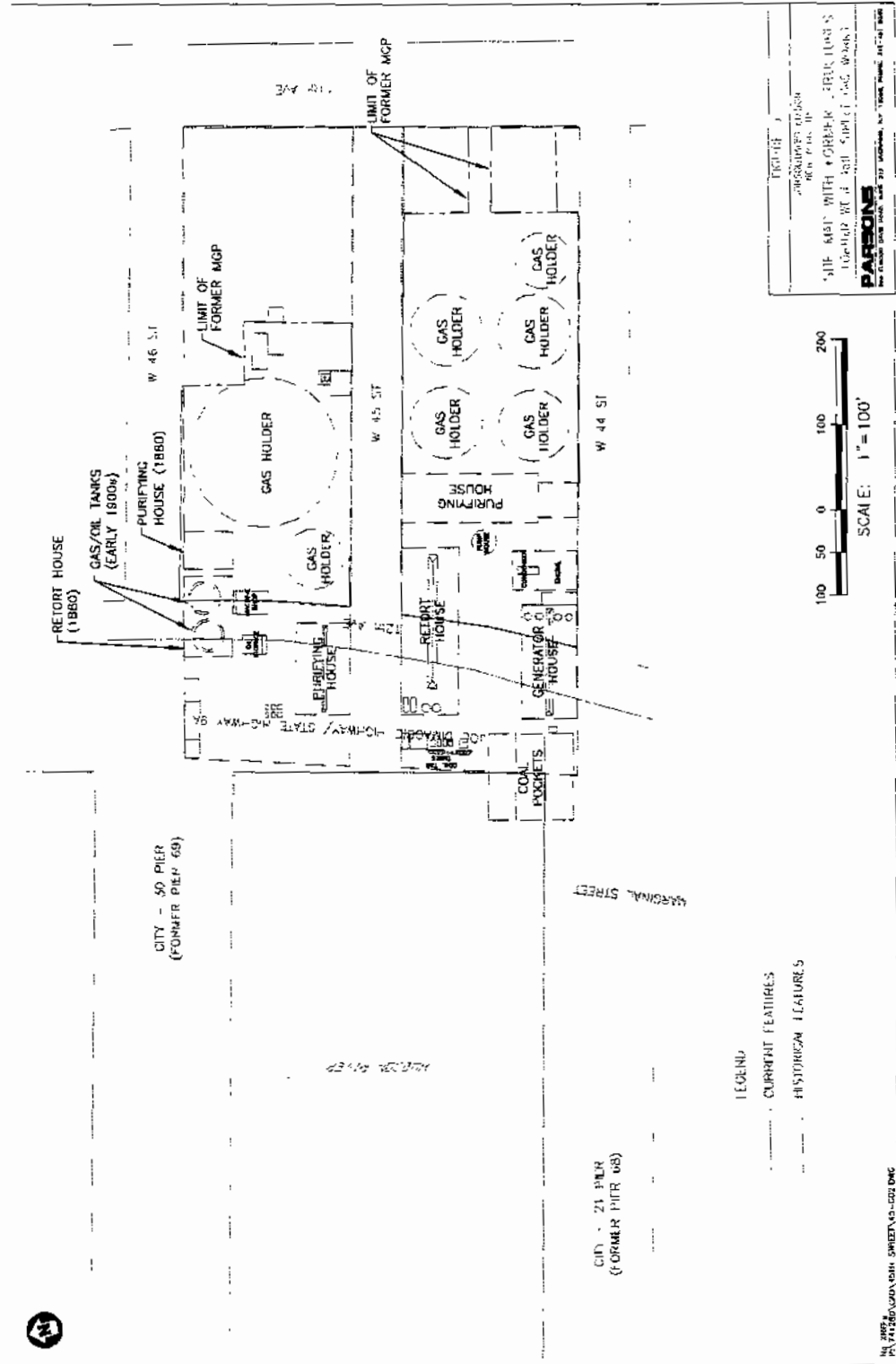
Ludlow Street Works



 **QEI Consultants, Inc.**
 FIGURE 3
 CURRENT SITE LAYOUT
 CORPORATION (FORMER COMPANY) OF NEW YORK, INC.
 11000 STREET BURNS
 KOREDCS, NEW YORK

GRAPHIC SCALE IN FEET
 50 0 50 100
 DRAFT
 BASED ON
 STANDARD FIRE INSURANCE MAPS DATED 1888, 1877, 1861, AND 1841.
 WESTCHESTER COUNTY ATLAS, 1931.
 "PARCELS TAX ASSESSORS' MAP," UNREVISED
 NEW YORK STATE ARCHIVES

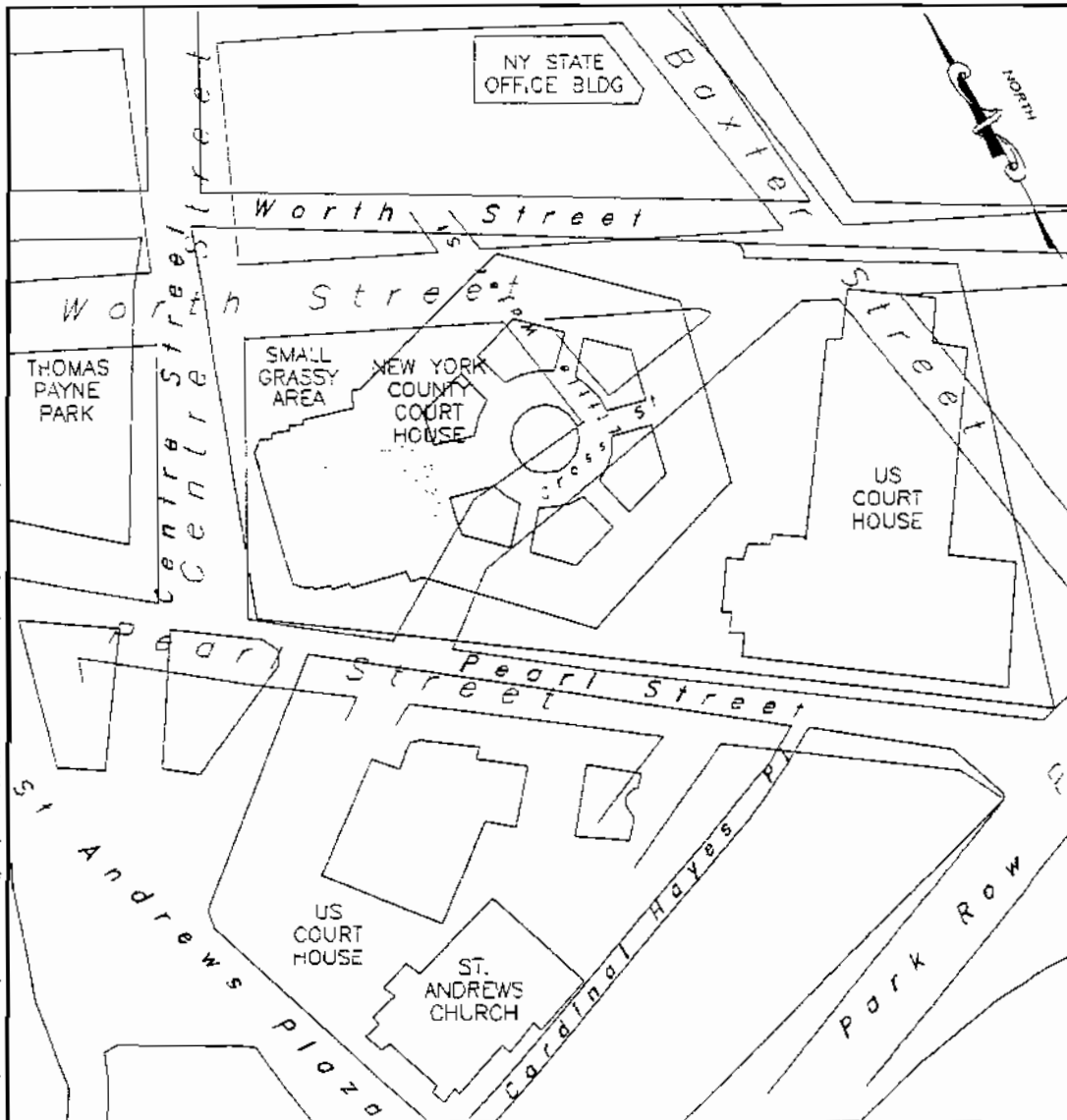
West 45th Street Gas Works



3

NO. 2094
 P. 1/2125/1000/1014-SWEEET, 10-1000 DMC

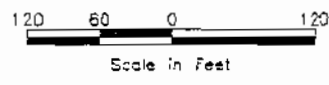
Cross/Little Water Street Holder Station



J:\Projects\ConEd\01869-048 (NYC MGP Sites)\sites\Cross St Little Water St Station\Cadd\Historic Comp

Legend

- 1853 PERRIS MAP
- FORMER GAS HOLDER SITE

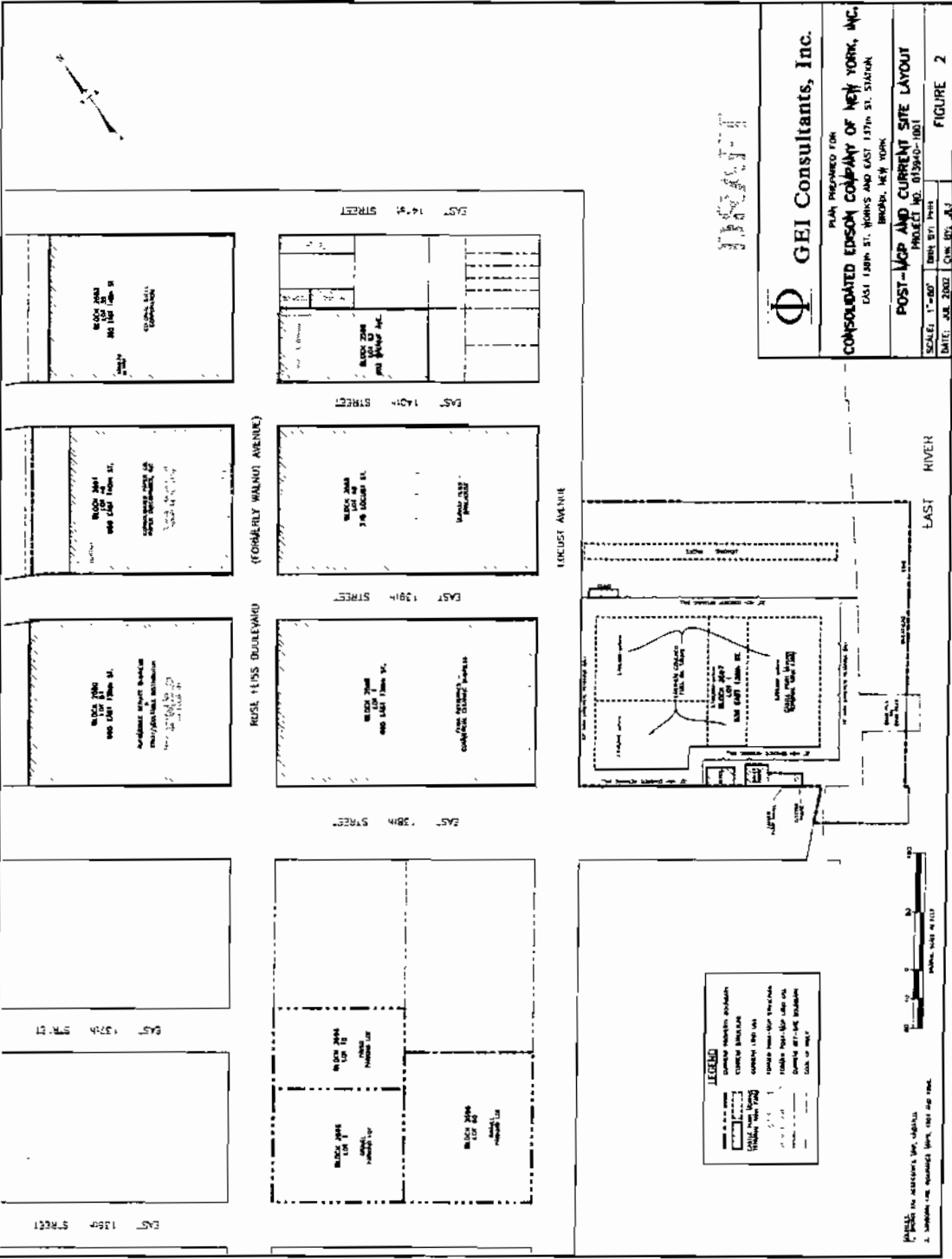


ENSR
INTERNATIONAL
 281 CENTENNIAL AVENUE
 PISCATAWAY, NEW JERSEY 08854
 PHONE: (732) 457-0500
 FAX: (732) 457-0550
 WEB: HTTP://WWW.ENSRCOM

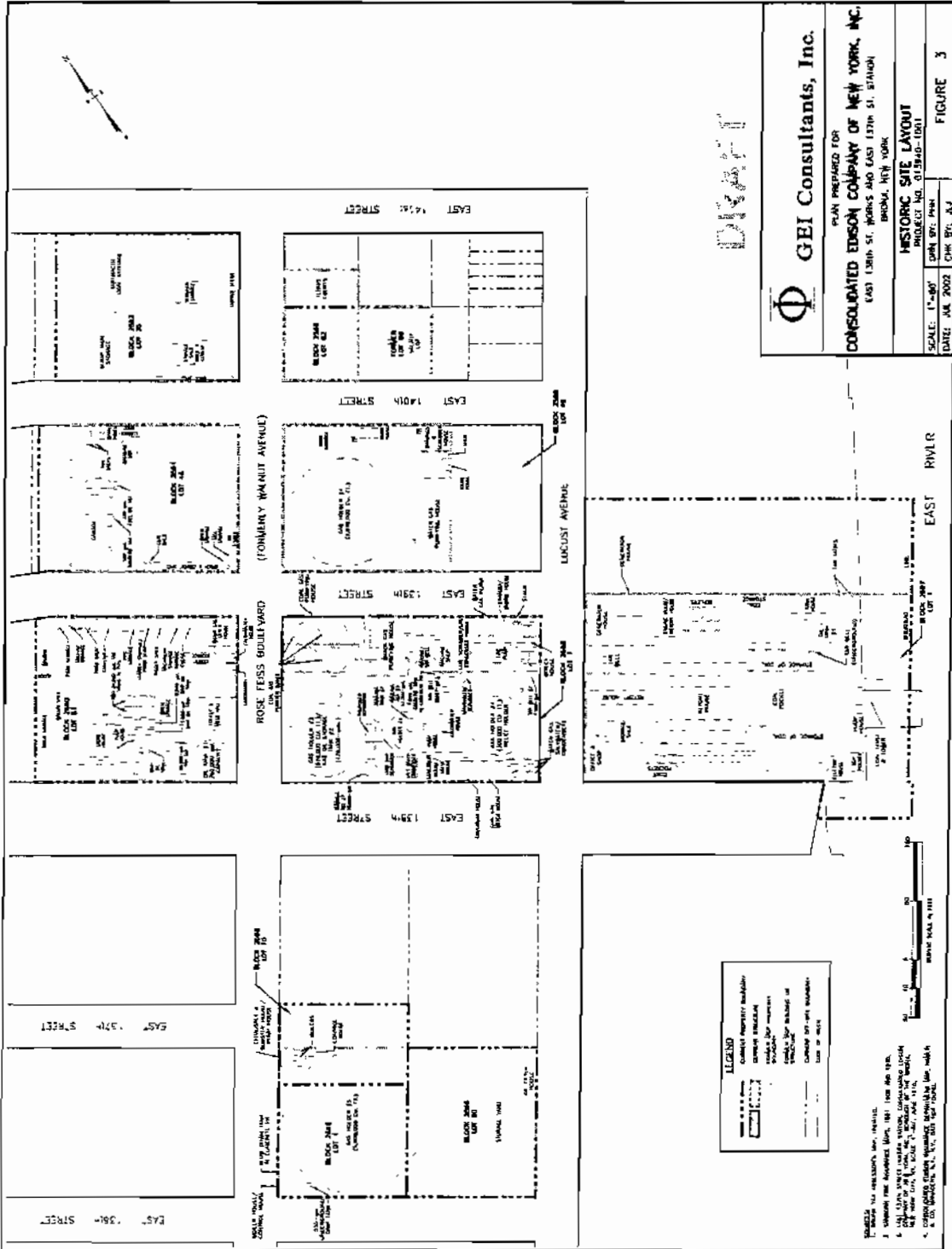
HISTORIC USE COMPOSITE MAP FORMER GAS HOLDER SITE CON ED CROSS STREET LITTLE WATER ST STATION NEW YORK, NEW YORK			
DRAWN BY:	DATE:	PROJECT NUMBER:	SHEET NUMBER:
JK	07/12/02	01869-048-300	1 of 1

FIGURE NUMBER:
3

East 137th Street Station

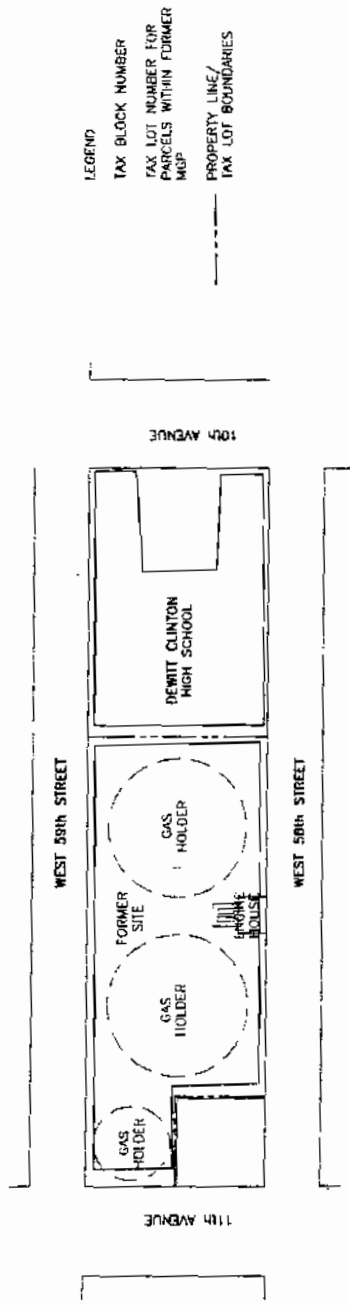


East 138th Street Works



West 58th Street Station

13



LEGEND

TAX BLOCK NUMBER

TAX LOT NUMBER FOR PARCELS WITHIN FORMER MGP

PROPERTY LINE / TAX LOT BOUNDARIES

FIGURE 3

CONSIDERED EROSION

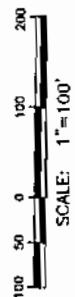
NEW YORK, NY

SITE MAP & FORMER STRUCTURES

FORMER WEST 58th STREET GAS WORKS

PARSONS

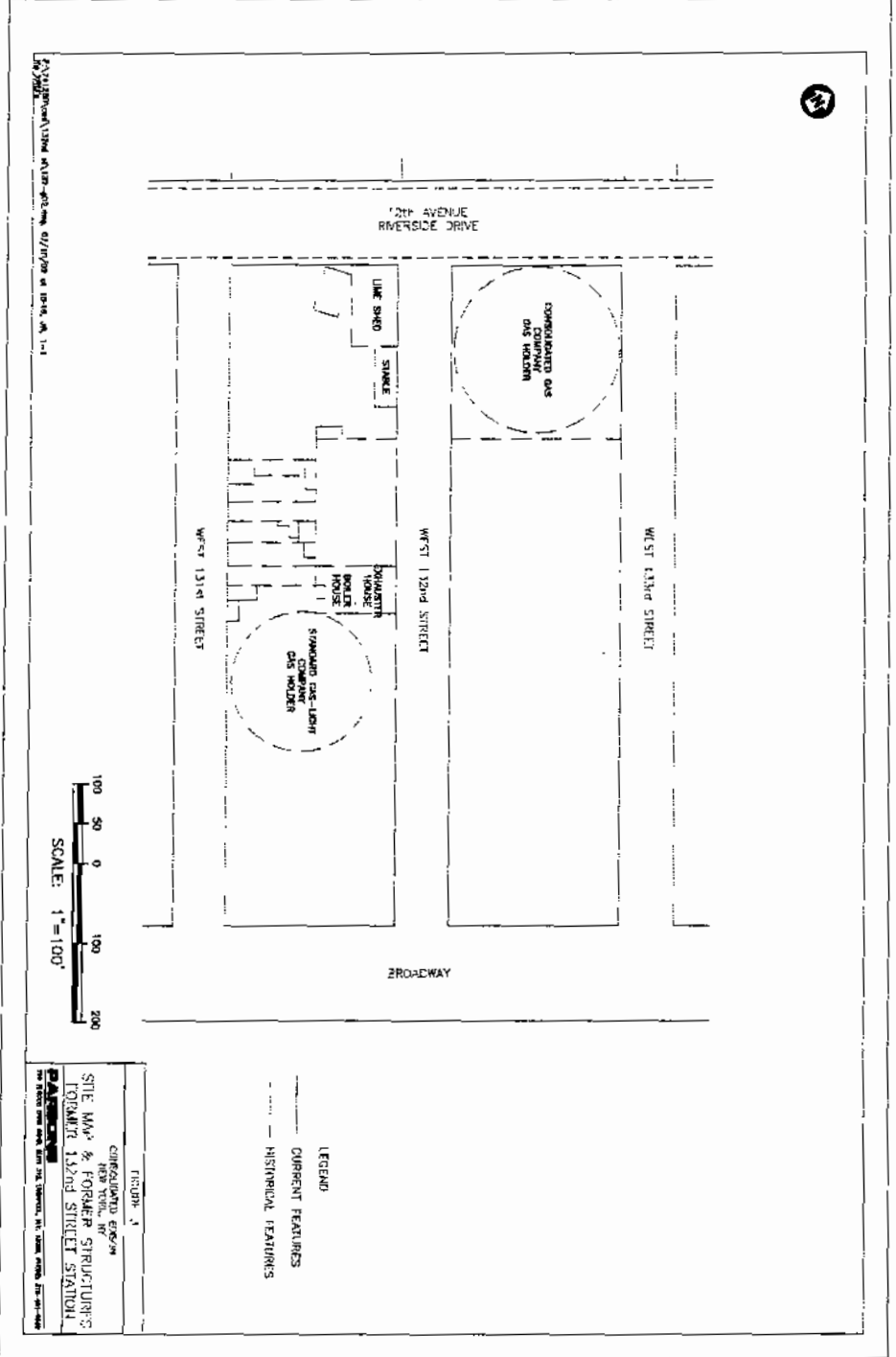
100 RIVER ST., NEW YORK, N.Y. 10038, A.C. LEASE PHONE 212-512-1000



SCALE: 1" = 100'

PA 17350 (04/01) FORM STREET MAP-000 (09/01)

West 132nd Street Station



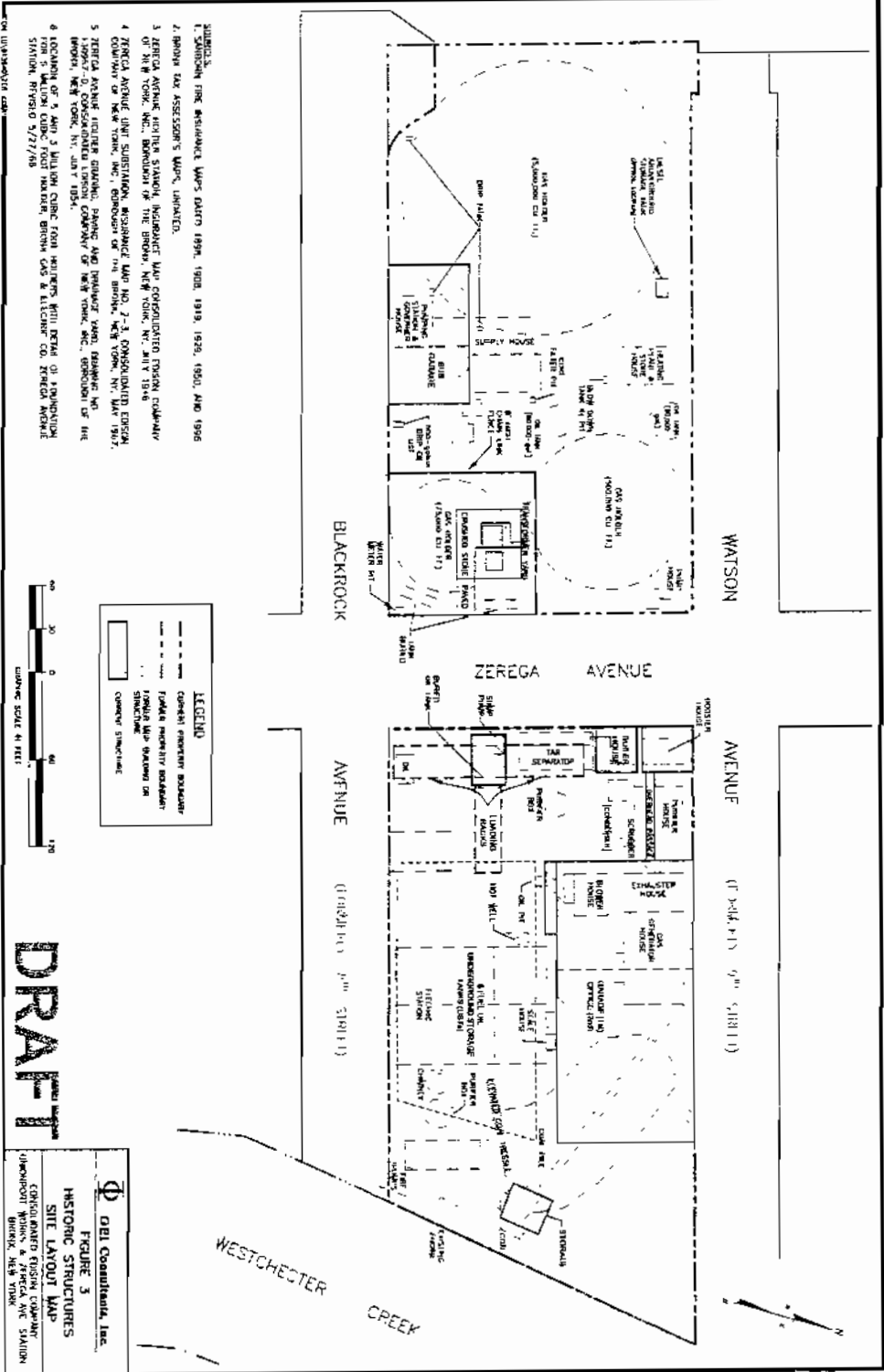
ES:\Projects\132nd Street Station\132nd Street Station.dwg, 02/17/09 at 12:04, 4th 1-1



LEGEND
 ——— CURRENT FEATURES
 - - - - - HISTORICAL FEATURES

FIGURE 1
 CONSULTING ENGINEER
 1905 YORK AVENUE
 SUE MAP & FORSEY STRUCTURES
 FORMER 132ND STREET STATION
PARSONS
 30 ROCKY HILL DRIVE, SUITE 200, GAITHERSBURG, MD 20878-4100
 TEL: 301-981-9400

Zerega Avenue Station



- SOURCES:**
1. SPENCER FIRE RESERVE MAPS DATED 1891, 1901, 1919, 1929, 1950, AND 1956
 2. PENNY TAX ASSESSOR'S MAPS, UNDATED.
 3. ZEREGA AVENUE FIRE STATION, INSURANCE MAP CONSOLIDATED FROM COLUMBIAN OF NEW YORK, INC., BROADWAY AT THE BRIDGE, NEW YORK, NY, JULY 1948
 4. ZEREGA AVENUE FIRE STATION, INSURANCE MAP NO. 2-3, CONSOLIDATED FROM COLUMBIAN OF NEW YORK, INC., BROADWAY AT THE BRIDGE, NEW YORK, NY, MAY 1917.
 5. ZEREGA AVENUE FIRE STATION, ENGINE HOUSE AND HOSE HOUSE, DRAWING NO. 11997-2, CONSOLIDATED FROM COMPANY OF NEW YORK, INC., BROADWAY AT THE BRIDGE, NEW YORK, NY, JULY 1954.
 6. LOCATION OF 1 AND 3 MILLION GALLON FIRE TANKS WITH DETAILS OF FOUNDATION FROM S. MILLON CUBIC FOOT MANUFACTURING CO. & FLETCHER CO. ZEREGA AVENUE STATION, RIVERSID 5/27/48

LEGEND

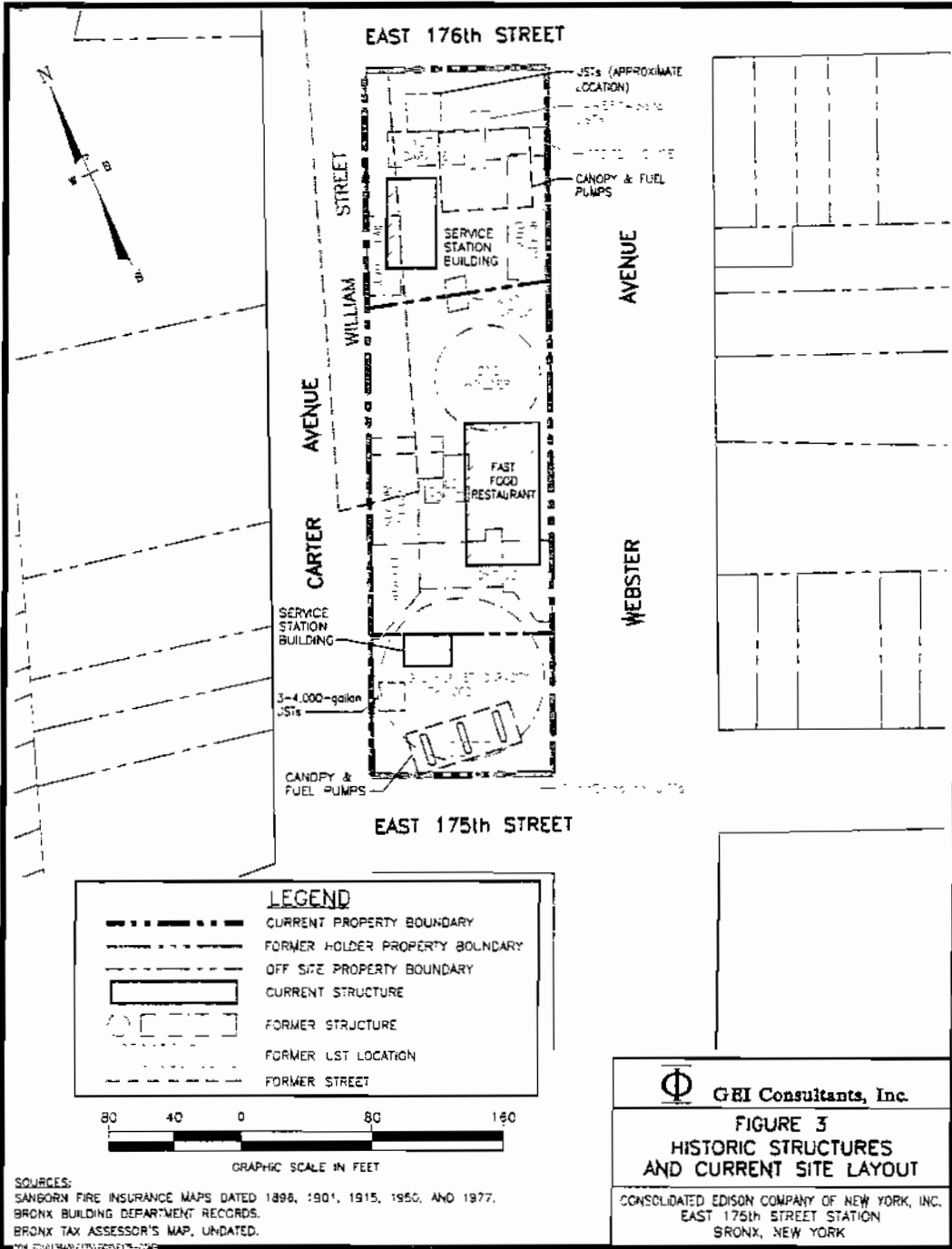
---	Current property boundary
---	Former property boundary
---	Structure Map boundary line
---	Structure
---	Concrete structure



DRAFT

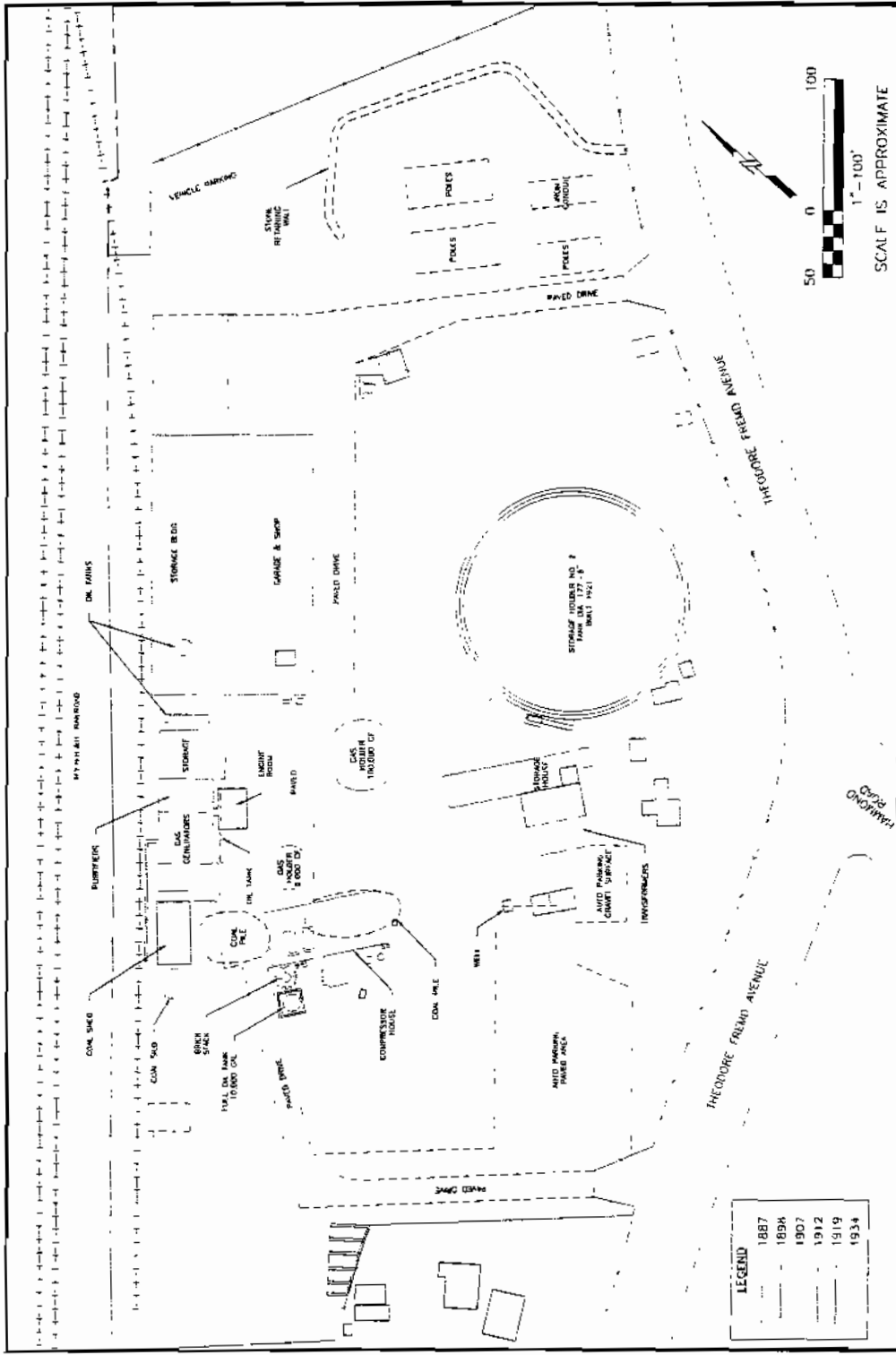
DEI Consultants, Inc.
 FIGURE 3
 HISTORIC STRUCTURES
 SITE LAYOUT MAP
 ZEREGA AVENUE FIRE STATION
 BROADWAY AT THE BRIDGE, NEW YORK

East 175th Street Station



DRAFT

Rye Gas Works



SCALE IS APPROXIMATE

HISTORICAL SITE LAYOUT
 RYE GAS WORKS
 CITY OF RYE, N. Y.

CONSOLIDATED EDISON COMPANY
 OF NEW YORK, INC.
 DECISION: 19857-360
 DRAWN: [] FILE SITE HIS1
 LAYOUT: ANSI_A1

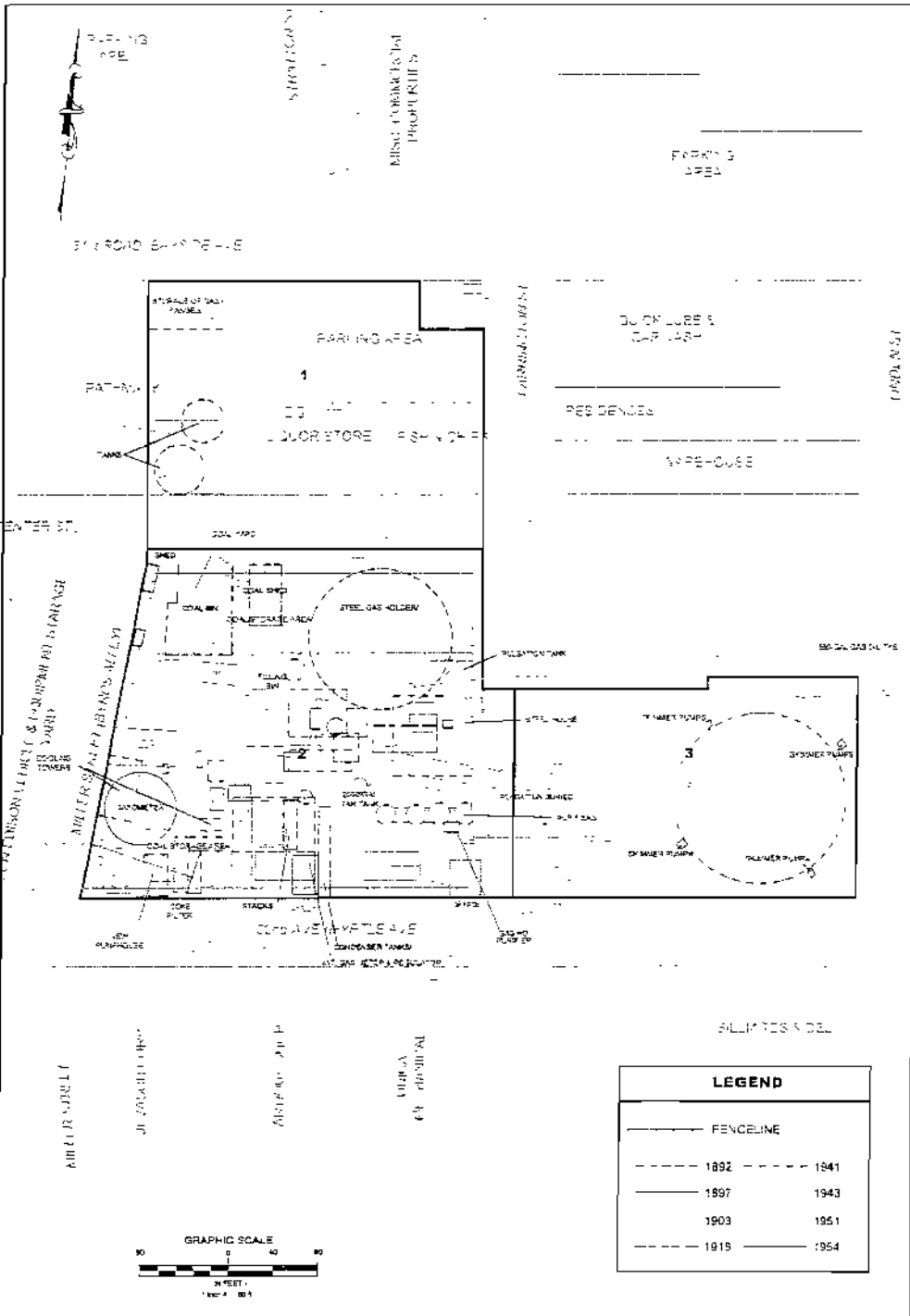
DATE: 1/12/02

FIGURE 5-1

LEGEND	
---	1887
---	1898
---	1907
---	1912
---	1919
---	1934



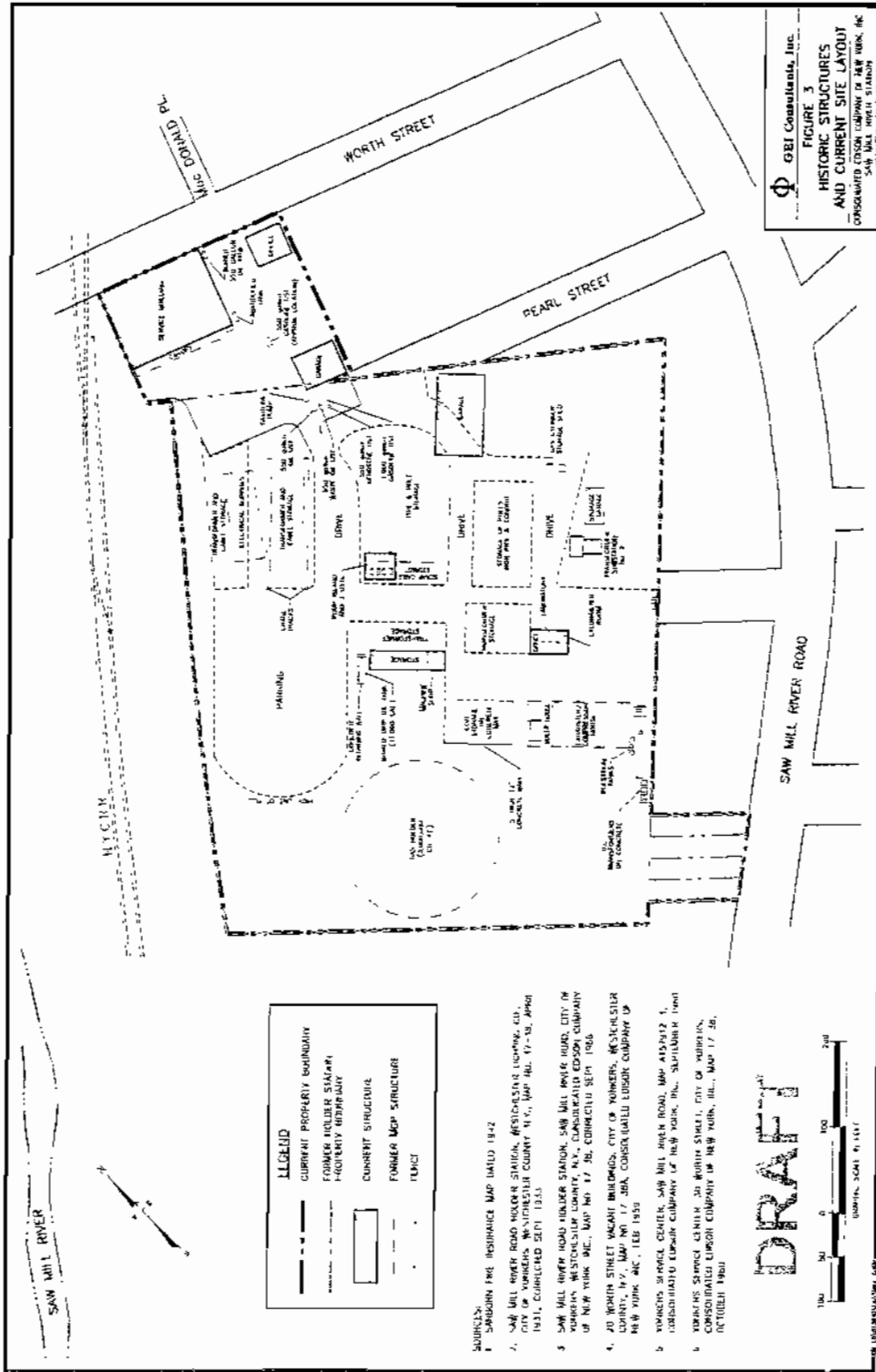
Farrington Street Gas Works



LEGEND	
—————	FENCING LINE
-----	1892
-----	1941
-----	1897
-----	1943
-----	1903
-----	1951
-----	1915
-----	1954

<p>ENSR INTERNATIONAL 2005 Cabot Boulevard West Langhorne PA 19047 (215) 757-4900/fax (215) 757-3900 www.ensr.com</p>	Drawn By JCM	Date 08/27/02	Project No. 01869-C48	Scale 1" = 50'	SANBORN OVERLAY FORMER MCP SITE - CON EDISON 31-06 TO 31-24 AND 31-37 TO 31-59 FARRINGTON STREET FLUSHING NEW YORK	SHEET NO. 4
	Reference Plans					

Saw Mill River Station

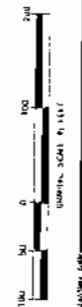


GBI Consultants, Inc.
 FIGURE 3
 HISTORIC STRUCTURES
 AND CURRENT SITE LAYOUT
 CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.
 SAW MILL RIVER STATION
 YONKERS, NEW YORK

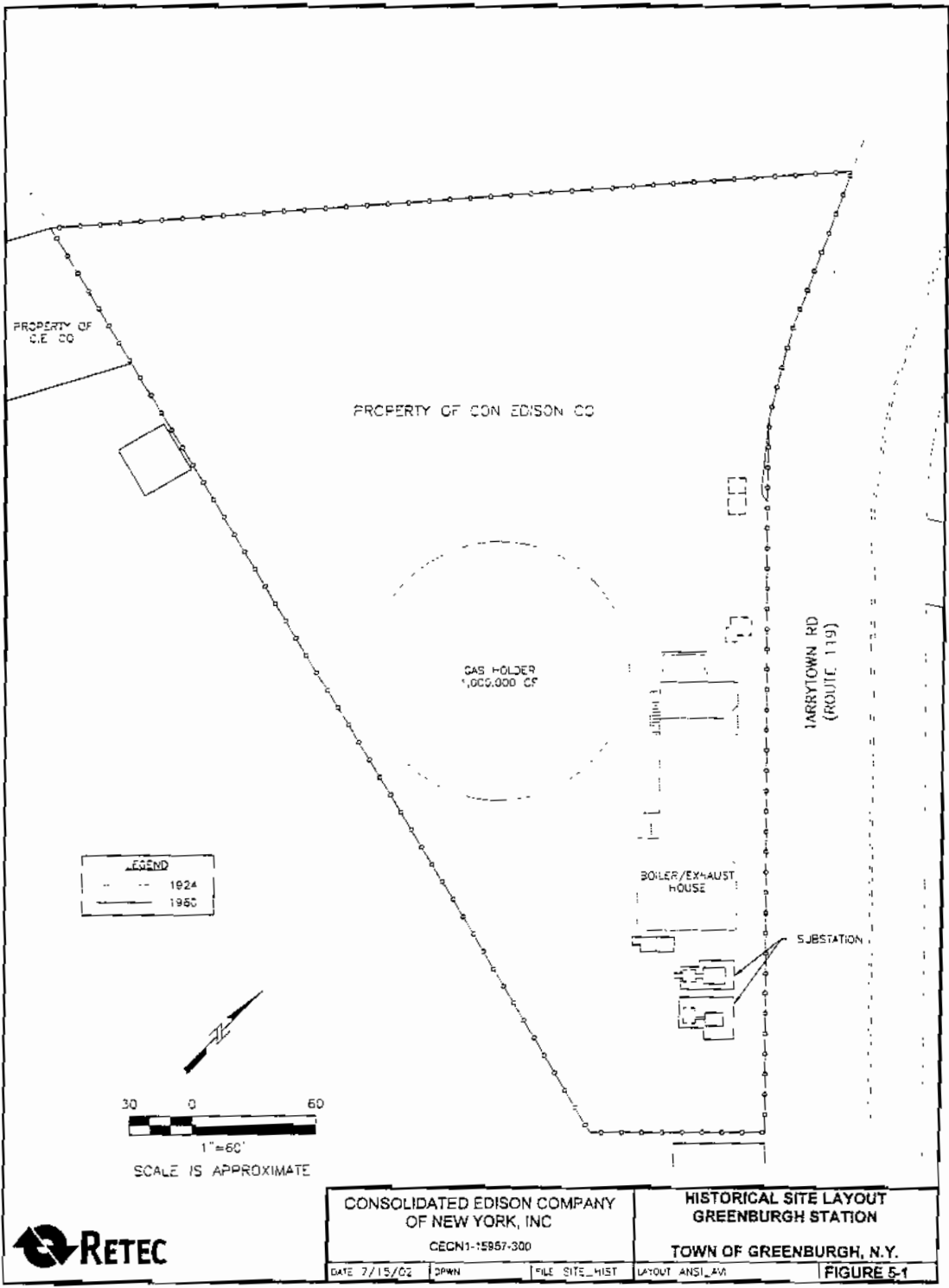
LEGEND	
—	CURRENT PROPERTY BOUNDARY
- - -	FORMER ROLLER STATION PROPERTY BOUNDARY
▭	CURRENT STRUCTURE
▭	FORMER ROLLER STATION STRUCTURE
- · - · -	FENCE

- SOURCES:
1. SABBODIN FIRE INSURANCE MAP DATED 1942
 2. SAW MILL RIVER ROAD ROLLER STATION, RESTORATION COMPANY, INC., CITY OF YONKERS, WESTCHESTER COUNTY, N.Y., MAY 1961, 47-51, 49-50, 1941, CORRECTED SET, 1955
 3. SAW MILL RIVER ROAD ROLLER STATION, SAW MILL RIVER ROAD, CITY OF YONKERS, WESTCHESTER COUNTY, N.Y., CONSOLIDATED EDISON COMPANY OF NEW YORK, INC., MAY 1917, 36, CORRECTED SET, 1955
 4. 20 WORTH STREET VACANT BUILDINGS, CITY OF YONKERS, WESTCHESTER COUNTY, N.Y., MAY 1917, 36A, CONSOLIDATED EDISON COMPANY OF NEW YORK, INC., FEB 1959
 5. YONKERS SERVICE CENTER, SAW MILL RIVER ROAD, MAY 1917, 21, CONSOLIDATED EDISON COMPANY OF NEW YORK, INC., SCHEDULED TENT
 6. YONKERS SERVICE CENTER, 20 WORTH STREET, CITY OF YONKERS, CONSOLIDATED EDISON COMPANY OF NEW YORK, INC., MAY 17, 36, OCTOBER 1940

DRAFT



Greenburgh Station

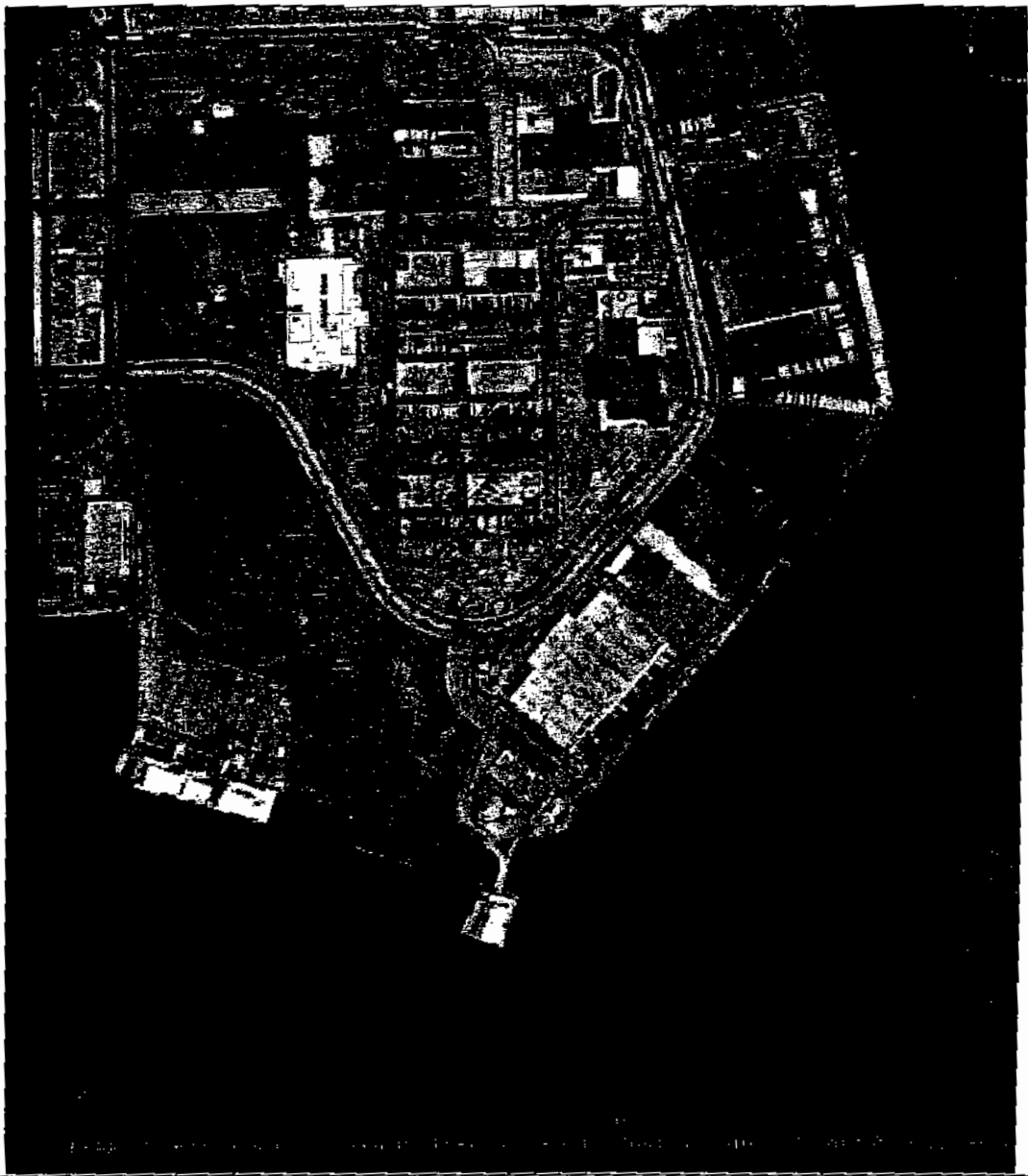


J:\15957\GREENBURGH\GIS\CEC\15957_02\15957_02_001.dwg 7/15/2002 4:13:37 PM REPEC



East 173rd Street Works

Hunts Point Works



NOT TO SCALE



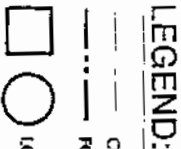
FIGURE 4

CONSOLIDATED EDISON
NEW YORK, NY
HISTORICAL SITE FEATURES
FORMER HUNTS POINT GAS WORKS

PARSONS

290 ELWOOD DAVIS ROAD, SUITE 312, LIVERPOOL, N.Y. 13088, PHONE 315-451-6580

East 39th Street Works



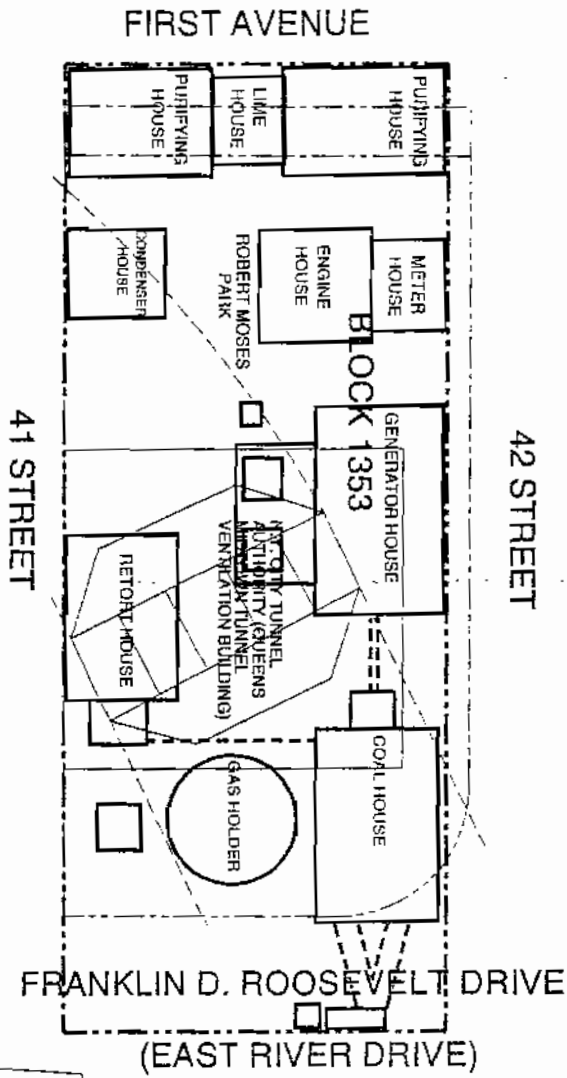
LEGEND:

--- CURRENT PROPERTY BOUNDARIES

--- FORMER SITE BOUNDARY

□ LOCATION OF FORMER MGP STRUCTURES (SEE FIG. 5 FOR DESCRIPTIONS)

○ LOCATION OF FORMER MGP STRUCTURES (SEE FIG. 5 FOR DESCRIPTIONS)



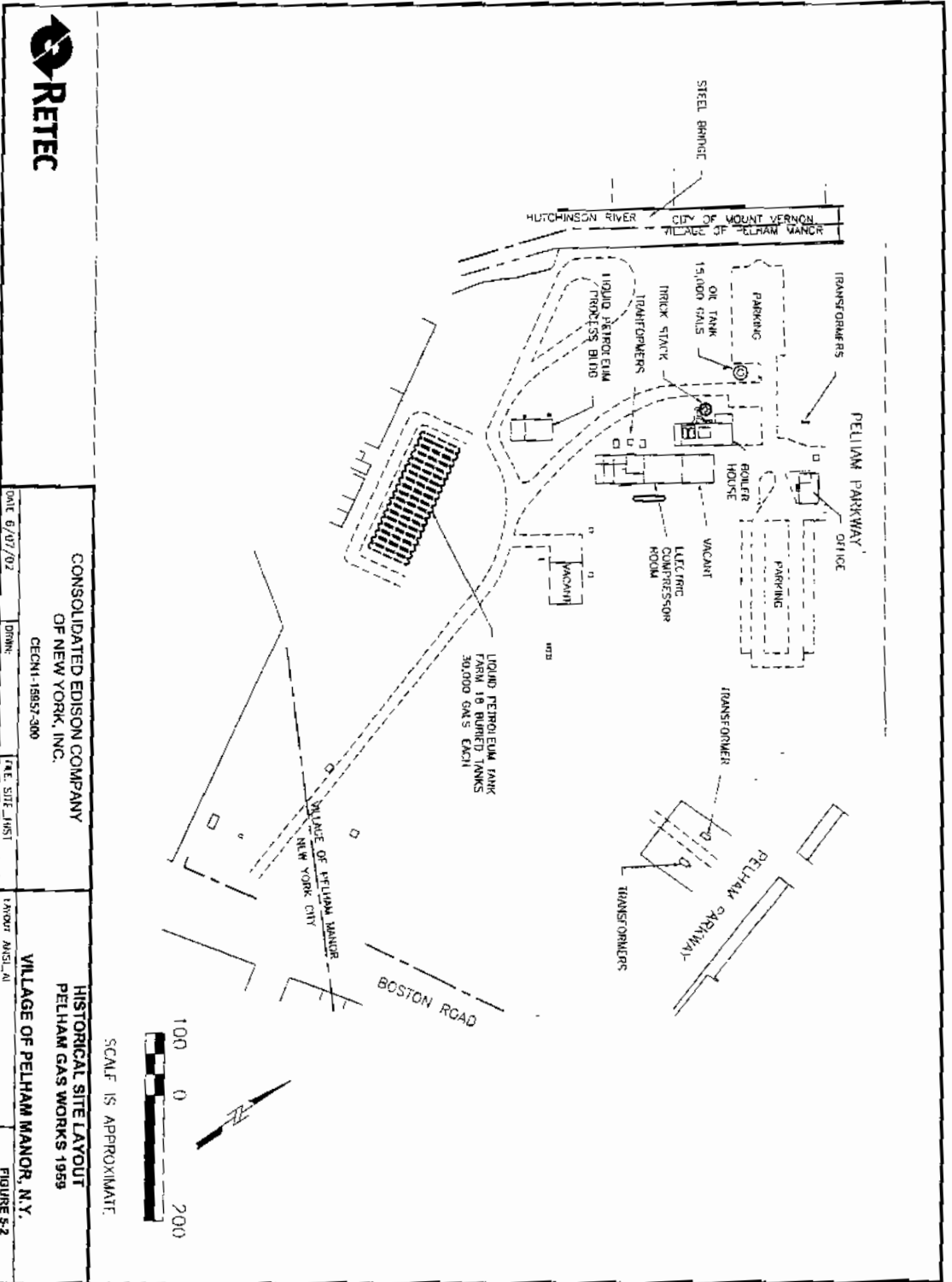
NOTES:
1. MAP SOURCE:
1994 AND 1890
SANBORN MAPS.

Latigian Engineering and Environmental Services
(201) 794-8000
Doylesown, PA

SITE MAP WITH MGP STRUCTURES COVERAY
FORMER EAST 29th STREET WORKS (NORTH PORTION)
CONSOLIDATED EDISON COMPANY

NEW YORK
JOB NO. ES11601
DATE: 5-21-02
SCALE: 1" = 50'
REV. NO. 5

Pelham Gas Works

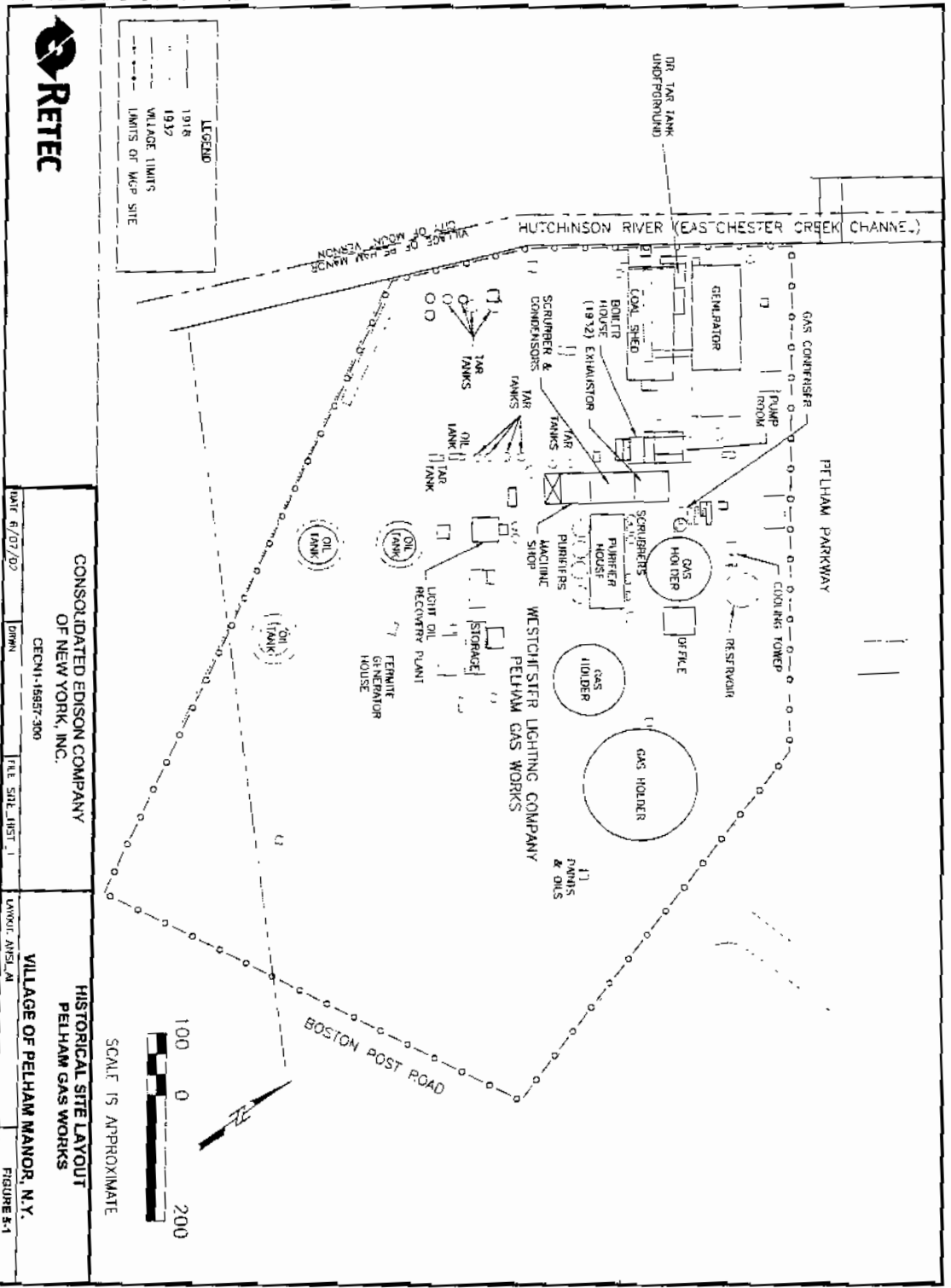
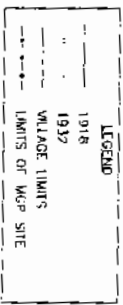


CONSOLIDATED EDISON COMPANY
OF NEW YORK, INC.
CECHN-15857-300

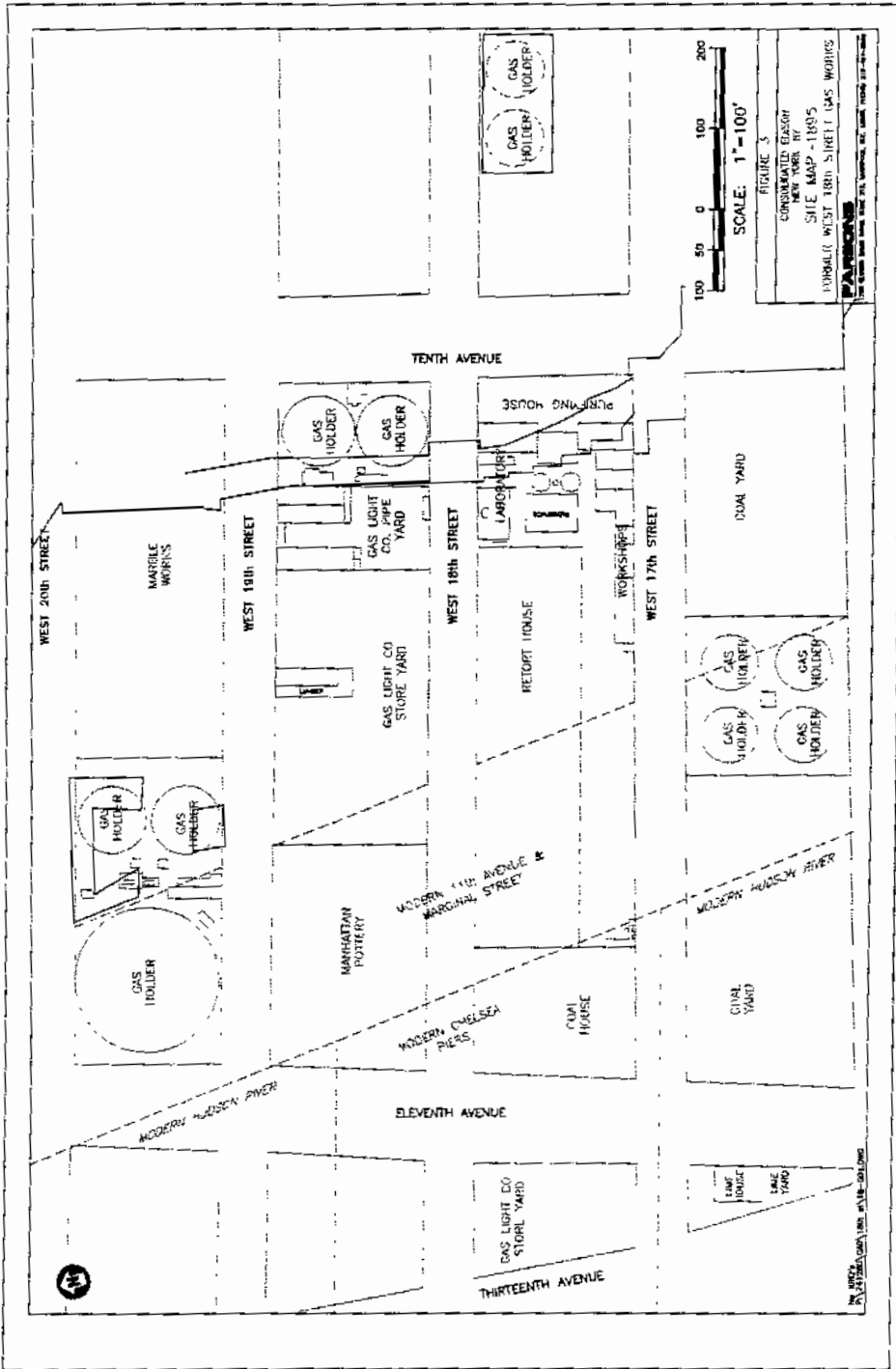
HISTORICAL SITE LAYOUT
PELLHAM GAS WORKS 1959
VILLAGE OF PELHAM MANOR, N.Y.
FIGURE 5-2

DATE: 6/07/02
DRAWN:
SCALE: AS SHOWN
PROJECT: AMST, AI

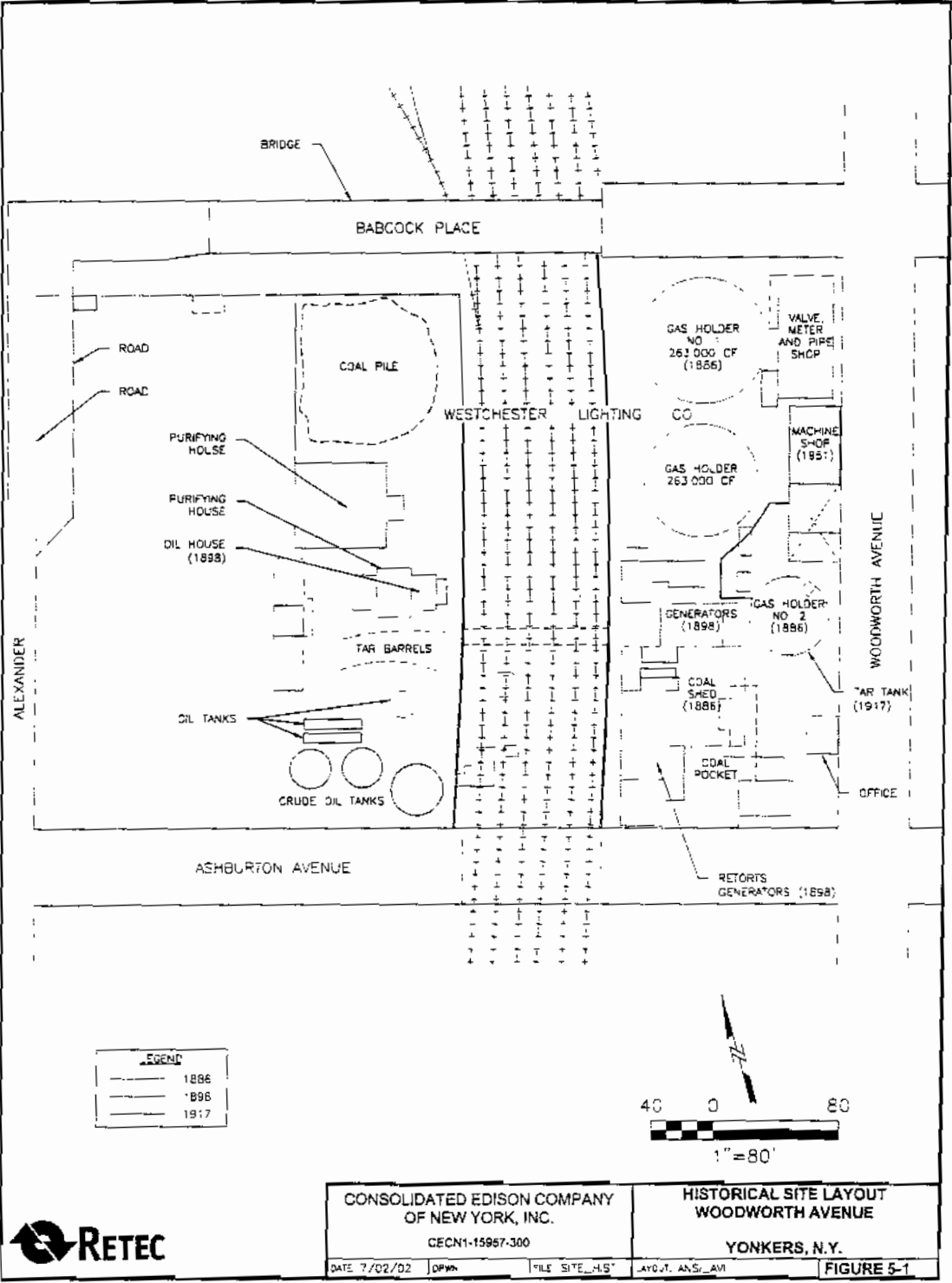
SCALE IS APPROXIMATE



West 18th Street Gas Works

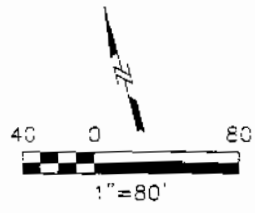


Woodworth Avenue Works



A:\1595\1595\WORKSHEETS\ANSI\SITE_LAYOUT.Dwg, DATE: 7/02/02, AT: 7:33 PM, BY: RALPH WARDEN

LEGEND	
—	1886
—	1896
—	1917



CONSOLIDATED EDISON COMPANY
 OF NEW YORK, INC.
 CECN1-15957-300

HISTORICAL SITE LAYOUT
 WOODWORTH AVENUE
 YONKERS, N. Y.

DATE: 7/02/02 | DFW | FILE: SITE_LAYOUT | AYO, J. ANS, AVI | FIGURE 5-1

