

**AGREEMENT REGARDING FOOTBALL GAME SERVICE PILOT  
BETWEEN  
METRO-NORTH COMMUTER RAILROAD COMPANY  
AND  
NATIONAL RAILROAD PASSENGER RAILROAD CORPORATION**

This Agreement Regarding Football Game Service Pilot ("Agreement"), is made as of this 11th day of November, 2008, by and between National Railroad Passenger Corporation ("Amtrak"), a corporation organized under the Rail Passenger Service Act and the laws of the District of Columbia, having offices at 60 Massachusetts Avenue, N.E., Washington, DC and Metro-North Commuter Railroad Company ("Metro-North"), a public benefit corporation of the State of New York and subsidiary of Metropolitan Transportation Authority ("MTA"), having offices at 347 Madison Avenue, New York, NY (collectively, the "Parties").

**PREAMBLE**

Metro-North and NJ Transit Rail Operations, Inc. ("NJTRO") plan to inaugurate special train service for travel between stations on Metro-North's New Haven Line and Pennsylvania Station, New York ("PSNY"), continuing west on Amtrak's Northeast Corridor, as well as other points on the lines of NJTRO, with a stop at Secaucus Junction, and connecting there with NJTRO train service to the Meadowlands Sports Complex ("MSC") in New Jersey on Sundays of New York Giants and New York Jets pre-season, regular season and post-season games. Operation of this service east of PSNY requires Amtrak's agreement to allow Metro-North to utilize Amtrak's Hell Gate Line and the lines of its New York Terminal District (collectively, the "Amtrak Lines") from the point where the Hell Gate Line connects to Metro-North's New Haven Line at CP216, New Rochelle, NY, to PSNY, where the service would continue on as a NJTRO train to NJTRO's Secaucus Junction Station. Transfer would be available at that station to shuttle service, over a rail link to be constructed for NJTRO, to MSC. All trains operated to and from stations on the New Haven Line will be extensions of trains regularly scheduled to be operated by NJTRO west of PSNY and, accordingly, there will be no increase in the number of NJTRO trains operating via the North River tunnels into and out of PSNY. This special train service is referred to in this Agreement as the "Football Game Service Pilot."

Operation of the Football Game Service Pilot is being accomplished via separate agreements between Metro-North and Amtrak, as well as between Metro-North and NJTRO. Whereas these agreements are bi-lateral, the Parties agree to share copies of these agreements between each other, given the tri-lateral nature of the Football Game Service Pilot. Further, to the extent that there is a conflict between any agreement made between Metro-North and any other party (including NJTRO), such conflicting terms shall not bind Amtrak and the terms of this Agreement shall govern as between Metro-North and Amtrak.

The Parties acknowledge that Amtrak's authorization to execute this agreement was subject to its Board's declaration that the Northeast Corridor infrastructure represents Amtrak's

primary asset, which it is charged to manage for the benefit of intercity rail travel and other statutory uses, and that any diminution of its availability for such purposes represents a financial impact potentially measured in billions of dollars.

The Parties further acknowledge that, in order to facilitate this Football Train Service Pilot, and in recognition of Amtrak's desire to collaborate on service efficiencies that do not diminish its current or future potential capacity or operating flexibility, Amtrak's Board authorized the waiver of any rights to financial remuneration for such opportunity costs and approved limiting the financial terms hereunder to those relating to operating, electric power, and support costs, for this specific case.

The purpose of this Agreement is to set forth the terms upon which Amtrak shall permit Metro-North to operate the Football Game Service Pilot over the Amtrak Lines and at PSNY.

The Parties, therefore, agree as follows:

**1. Access to Amtrak Lines**

Amtrak grants to Metro-North, subject to the provisions of this Agreement, the right to enter upon and utilize the existing tracks and related operating facilities on the Amtrak Lines from the point where the Hell Gate Line connects to Metro-North's New Haven Line at CP216 to PSNY for the operation of the Football Game Service Pilot. The operational criteria and protocols set forth in Exhibit A to this Agreement shall govern the operation of the Football Game Service Pilot by Metro-North. Operation by NJTRO of its trains employed in this service west of PSNY shall be governed by the applicable provisions of existing operating and access agreements between Amtrak and NJTRO and no provision of this Agreement, including Exhibit A, shall be deemed to modify or in any respect affect the provisions of such operating and access agreements.

**2. Football Game Service Pilot**

a) The parameters of the Football Game Service Pilot are generally described as follows:

(i) To each game:

- Three trains total originating in New Haven or Stamford, stopping at stations between New Haven and New Rochelle, as Metro-North may select (subject to the provisions of Exhibit A regarding minimum number of stops).

From each game:

- Three trains total, stopping at stations from New Rochelle through Stamford or New Haven, as Metro-North may select (subject to provisions of Exhibit A regarding minimum number of stops).

In addition, as shown in Exhibit B hereto, there will be six deadhead equipment moves operated in connection with each game.

(ii) Attached as Exhibit B and incorporated in this Agreement is a proposed conceptual schedule for Sunday games at MSC scheduled to start at 1:05 PM, for both Metro-North's New Haven Line and for NJTRO's service out of PSNY. The parties agree that the conceptual schedule shown in Exhibit B represents the desired pattern for such Sunday games, given those scheduling and operational constraints known to the parties as of the execution of this Agreement. Prior to July 1<sup>st</sup> of each year of operation pursuant to this Agreement, the parties agree to review and make those changes to the schedule for the upcoming football season that are necessary to accommodate any change to Amtrak's timetable for its Northeast Corridor service; any change to the Long Island Rail Road's ("LIRR") or NJTRO's timetables for their respective commuter services; or any construction, maintenance, or repair activities on the Amtrak Lines. Once the schedule for the season is agreed upon, the Parties do not intend, and will endeavor not, to make further schedule changes recognizing, however, that changes to accommodate unforeseen operational conditions may be necessary, subject to coordination of the Parties. Metro-North shall consult with and obtain the concurrence of the LIRR and/or NJTRO, as the case may be, to any schedule modification hereunder, to the extent the respective operations of those railroads would be affected by such change. Any schedule changes shall be memorialized in the form of an "Amendment Agreement Change Record," in the form as used regarding the Parties' Hudson and New Haven Line Agreements.

(iii) Except as herein provided, the service will operate on game days (Sundays only) between August and the end of the period (usually in January on the weekend after Martin Luther King Day), when regular maintenance of track in the East and North River Tunnels is suspended (the "embargo period"). With respect to Sunday post-season games occurring after the conclusion of the embargo period, the Parties shall consult in a prompt manner as to the schedule for such games and shall endeavor to reach agreement thereon. In the event that a scheduled tunnel outage would, in Amtrak's judgment, impede running the Football Game Service Pilot on a given Sunday after the embargo period, Metro-North shall have the option of requesting that the outage be cancelled in preference to the Football Game train. As part of electing such option, Metro-North shall agree to reimburse Amtrak for the actual costs that Amtrak will incur for cancelling all or part of the scheduled tunnel outage. The amount of such compensation, if any and to the extent known in advance, will be agreed in advance by the Parties. In any event, Metro-North shall be responsible for reimbursing Amtrak for all of its actual costs incurred as a result of cancelling the scheduled tunnel outage.

(iv) The National Football League ("NFL") engages in what it refers to as "flex scheduling" as of November 1 of the football season, which allows the NFL to change previously scheduled game start times from 1:05 PM to either 4:05 PM or 8:00 PM. The Football Game Service Pilot trains for a particular Sunday shall not be operated should such schedule changes be made for such Sunday.

(v) The Parties acknowledge the potential for expanding the Football Game Service Pilot to include service to regular season Saturday games and/or a fourth train. Any such expansion of service would require written amendment of this Agreement.

b) Metro-North and NJTRO may modify the service parameters with respect to travel on the lines of NJTRO to the extent they deem appropriate, subject to the provisions of NJTRO's agreement with Amtrak regarding its use of Amtrak's Northeast Corridor and such other operating and access agreements between NJTRO and Amtrak as may from time to time be in effect (the "Amtrak-NJTRO Agreement"). With respect to service west of PSNY, the trains employed in the Football Game Service Pilot shall operate on regular NJTRO operating schedules. Those schedules may from time to time be modified by NJTRO, in accordance with the Amtrak-NJTRO Agreement and as provided in the Memorandum of Understanding between Metro-North and NJTRO regarding the Football Game Service Pilot.

c) The schedule for travel of Football Game Service Pilot trains over the Amtrak Lines between stations on Metro-North's New Haven Line and PSNY shall be generally as described in Exhibit B, except as provided in Paragraph 2(a)(ii) above. Penn Station Central Control standard dispatcher protocols shall be applicable to the Football Game Service Pilot and shall be followed to permit adequate routing flexibility to meet day-to-day conditions and emergencies.

d) (i) Eastward Football Game Service Pilot trains are considered NJTRO trains until they are stopped on the platform at PSNY and a Metro-North conductor relieves the NJTRO conductor in accordance with the applicable agreement between NJTRO and Metro-North; thereafter, they are considered Metro-North trains.

(ii) Westward Football Game Service Pilot trains are considered Metro-North trains until they are stopped on the platform at PSNY and an NJTRO conductor relieves the Metro-North conductor in accordance with the applicable agreement between NJTRO and Metro-North; thereafter, they are considered NJTRO trains.

(iii) Nothing contained in this Agreement shall be deemed to modify or require the modification of the Joint Facility Agreement ("JFA"), dated August 5, 1988, between Amtrak and the LIRR, or confer any rights or obligations upon Amtrak or the LIRR not otherwise provided in the JFA.

e) When Football Game Service Pilot trains are considered NJTRO trains, travel by such trains as regularly scheduled NJTRO trains between PSNY and stations in New Jersey on Amtrak's Northeast Corridor shall be subject to the provisions of the Amtrak-NJTRO Agreement. Nothing contained in this Agreement shall be deemed to modify or require the modification of the Amtrak-NJTRO Agreement or confer any rights or obligations upon Amtrak or NJTRO not otherwise provided in such agreement.

f) The Football Game Service Pilot shall commence at the beginning of the football season at MSC that follows completion of construction of the rail link to MSC from Secaucus Junction Station, currently expected by the summer of 2009.

g) The coaches and locomotives utilized for each game in the provision of the Football Game Service Pilot (the "Equipment") shall consist of the equipment employed for NJTRO trains regularly scheduled to arrive at PSNY. The Equipment shall (i) then depart from PSNY for its eastbound ("deadhead") travel to stations on Metro-North's New Haven Line via the Amtrak Lines; (ii) travel westbound to PSNY after boarding passengers at New Haven Line

stations in Connecticut and New York; (iii) depart PSNY for westbound travel to stations on Amtrak's Northeast Corridor and stations on other NJTRO lines, including NJTRO's Secaucus Junction Station for connection there to the shuttle to MSC ; (iv) travel eastbound from stations served by NJTRO's trains, with a connection at Secaucus Junction Station following the event at MSC, to PSNY; (v) depart PSNY for eastbound travel via the Amtrak Lines to stations on Metro-North's New Haven Line; and (vi) travel westbound ("deadhead") to return to PSNY for employment in regularly scheduled NJTRO service. All train operations between PSNY and points in New Jersey, including the shuttle service to MSC, will be crewed by NJTRO personnel. Metro-North crews will operate the Equipment to and from PSNY for its travel to points in New York and Connecticut. Crew changes will be made at PSNY.

### **3. Testing**

In addition to the test of NJTRO locomotives conducted pursuant to the agreement among Metro-North, NJTRO and Amtrak, dated March 7, 2008, the Equipment shall be tested on the Amtrak Lines in advance of the scheduled commencement of the Football Game Service Pilot, on a date and time mutually agreed upon by the Parties, pursuant to protocol for such test or tests as may be agreed upon by the Parties, to ensure that the Equipment is capable of operation on the Amtrak Lines, as well as the New Haven Line. Representatives of NJTRO as well as the Parties shall participate in such tests. Metro-North shall reimburse Amtrak for its actual and reasonable costs incurred in connection with such tests within thirty (30) days of Metro-North's receipt of invoices reflecting the incurrence of such costs. The Football Game Service Pilot shall not commence unless and until the ability of the Equipment to operate on the Amtrak Lines has been demonstrated to the satisfaction of the Parties.

### **4. Training**

Metro-North shall make such arrangements with Amtrak as may be required to have all of its employees who shall operate the Equipment over the Amtrak Lines properly qualified for operation and shall reimburse Amtrak for its actual and reasonable costs incurred in connection with the qualification of such Metro-North employees within thirty (30) days of Metro-North's receipt of invoices reflecting the incurrence of such costs. Within ten (10) days of its execution of this Agreement, and with respect to each subsequent year of Service hereunder, no later than thirty (30) days before the operation of the first train for such year, Metro-North shall pay Amtrak \$20,000, as an advance payment to be credited toward the reimbursement obligation set forth in the prior sentence. Any costs above the advance payment will be billed monthly in arrears. To the extent such advance exceeds the costs actually incurred by Amtrak for qualifying Metro-North employees, Amtrak shall refund such excess within thirty (30) days of the conclusion of such training.

### **5. Cost**

a) Metro-North shall pay Amtrak on a locomotive and car-mile basis (for both revenue and deadhead trains) for its use of the Amtrak Lines for the Football Game Service Pilot, including mileage incurred by deadhead trains. The billable rate, effective January 1,

2009, shall be \$1.1565 per locomotive and car mile, adjusted as provided in subparagraph (b) of this paragraph 5, which encompasses all charges for the right to operate over the Amtrak Lines, except as otherwise expressly provided in this Agreement and excluding power consumption. Metro-North shall pay Amtrak for its consumption of electric power at the same rate, as from time to time adjusted, that Metro-North bills Amtrak for power consumption for its operation on the New Haven Line pursuant to the agreement among Amtrak, Metro-North and Connecticut Department of Transportation dated November 1, 1991, as that agreement has been and may from time to time be amended (the "New Haven Line Agreement"). The billable electric power rate (for both revenue and deadhead trains), effective January 1, 2009, shall be \$1.6871 per locomotive and car mile adjusted as provided in subparagraph (b) of this paragraph 5.

b) Billable rates specified in subparagraph (a) of this paragraph 5 shall be adjusted as provided in the New Haven Line Agreement, utilizing Method B (as defined therein) to adjust the rate for the use of the Amtrak Lines and Method C (as defined therein) to adjust the rate for consumption of electric power. In both cases, the adjustment shall become effective January 1<sup>st</sup> of each year in which any Football Game Service Pilot trains (including deadhead equipment moves) are operated. The rates cited above shall be used to bill any Football Game Service Pilot trains operated in Calendar Year (CY) 2009. The first adjustment to these rates shall become effective January 1, 2010 and will be calculated by comparing the Association of American Railroads indices referenced in the New Haven Line Agreement for the 3<sup>rd</sup> quarter of 2008 to the 3<sup>rd</sup> quarter of 2009 index. For the purposes of adjusting the rates cited in subparagraph (a) of this paragraph 5, the 2008 3<sup>rd</sup> quarter index value applicable to Metro North's use of Amtrak's Lines for the Football Game Service Pilot is 410.0, and the 2008 3<sup>rd</sup> quarter index value applicable to Metro North's consumption of electric power is 581.0. Adjustments in billable rates for subsequent calendar years in which such service is operated shall be based upon the comparison of the Third Quarter index value for the calendar year immediately preceding each such subsequent calendar year to the Third Quarter index value of the prior year.

c) Metro-North shall reimburse Amtrak for any reasonable additional cost Amtrak incurs in connection with the operation of the Football Game Service Pilot, provided that Amtrak gives Metro-North advance notice (to the extent practical) that the incurrence of such cost is reasonably necessary to support such service.

d) Amtrak shall bill Metro-North for all amounts due under the provisions of this paragraph 5 on a monthly basis in arrears after provision of the service. Metro-North shall pay Amtrak's invoice for costs properly due and payable hereunder within thirty (30) days of such invoice. The provisions of this paragraph 5 shall survive termination of this Agreement for any reason.

## **6. Management and Maintenance**

a) Subject to the provisions of Exhibit A to this Agreement, Amtrak rules and policies shall govern the management of, and operations on, the Amtrak Lines, including the dispatching and control of all trains.

b) Amtrak retains the right to establish and carry out its policies governing maintenance, construction, reconstruction and alteration of the Amtrak Lines.

c) Amtrak shall, however, make good faith efforts to exercise the rights set forth in subparagraphs (a) and (b) above in a manner that does not unduly impede the provision of the Football Game Service Pilot.

d) Amtrak shall use its reasonable best efforts to provide services to deal with emergency situations on the Amtrak Lines and at PSNY impacting the operation of the Football Game Service Pilot, including, but not limited to, equipment and infrastructure failures, police activity and weather-related incidents. Metro-North shall pay the fair and reasonable costs associated with the provision by Amtrak of such emergency services.

**7. Compliance with Laws/Rules**

a) Metro-North shall comply with the provisions of applicable federal, state, and local laws, regulations, and rules respecting the operation, condition, inspection, and safety of the trains and Equipment employed in the Football Game Service Pilot. Metro-North shall indemnify, protect, defend, and save Amtrak and its officers, agents, contractors, and employees harmless from all fines, penalties, and liabilities imposed upon Amtrak under such laws, rules, and regulations by any public authority or court having jurisdiction in the premises, when attributable to the failure of Metro-North to comply with its obligations in this regard.

b) Metro-North, in its use of the Amtrak Lines and PSNY, shall comply in all respects with the operating rules and regulations of Amtrak then in effect.

**8. Security**

The policing of and security for the trains and Equipment employed in the Football Game Service Pilot shall be the responsibility of Metro-North while employed in its territory and on the Amtrak Lines and while at PSNY, and all such times when the Football Game Service Pilot trains are considered to be Metro-North trains in accordance with this Agreement.

**9. Indemnification**

Metro-North shall defend, indemnify, and hold harmless Amtrak and its employees, officers, agents, servants, successors, assigns, and subsidiaries (“Indemnified Parties”), irrespective of any negligence or fault on the part of any of the Indemnified Parties, for all liability (including investigative fees, legal costs, claim settlement costs, judgments, property damage expenses, and derailment related expenses) for:

a) injury, death, disease, or occupational disease to any person (including, but not limited to, employees of the Parties hereto) and

b) damage to or destruction of any property (including, but not limited to, property of the Parties hereto)

that would not have been incurred but for the operation of the Football Game Service Pilot and other activities to be performed under this Agreement. The foregoing obligation shall not be limited by the existence of any insurance policy or by any limitation on the amount or type of damages, compensation, or benefits payable, and shall include liability for claims for personal injury or property damage between or among any of the Indemnified Parties. This obligation to defend, indemnify, and hold harmless as herein provided, shall survive termination of this Agreement for any reason.

## 10. Notices

Any notice, request, or other communication to any Party by another shall be given in writing and sent by: (a) hand-delivery, (b) first-class United States mail, return receipt requested, or (c) overnight delivery service, and shall be deemed given upon actual receipt by the addressee. Notice may also be given by facsimile or e-mail, provided the original is sent by any manner above described. Notices shall be addressed as follows:

If to Amtrak:

National Railroad Passenger Corporation  
60 Massachusetts Avenue, NE  
Washington, D.C. 20002  
Attn: Vice President, Strategic Partnerships and Business Development

If to Metro-North:

Metro-North Commuter Railroad Company  
347 Madison Avenue  
New York, NY 10017  
Attn: Vice President, Planning

## 11. Permits, Licenses, Approvals

Metro-North shall secure and pay for all permits, licenses, easements, or approvals that may be required in connection with the operation of the Football Game Service Pilot.

## 12. Term

a) The initial term of the Agreement shall commence on the date set forth in the first paragraph hereof and shall terminate on the day following the last football game played at MSC during the New York Giants and New York Jets post-season football season that began in calendar year 2012 ("Initial Term"). The term of this Agreement shall be automatically renewed for successive renewal terms of one year unless and until one Party shall, on or before March 15, 2012 or March 15 of any year after the expiration of the Initial Term, serve the other



Party with a written notification of termination, which may only be effective as of the day following the last football game played during the post-season football season that began in the calendar year in which such notice is given.

### **13. Termination**

In addition to any right to terminate under the provisions of Section 12 above, either Party may terminate this Agreement at any time without any liability to the other Party, upon thirty (30) days' written notice to the other Party, should the Party exercising such right of termination determine in the reasonable exercise of its judgment that it is no longer capable of supporting the operational, financial, or other needs of the Football Game Service Pilot.

### **14. Miscellaneous**

a) No failure on the part of any Party to exercise, and no delay in exercising any right, power, or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or remedy. The remedies of the Parties provided herein are cumulative and not exclusive of any remedies provided for by law.

b) Nothing in this Agreement shall be deemed to create any right in any person not a Party hereto other than permitted successors and assigns of a Party hereto, and this Agreement shall not be construed in any respect to be a contract in whole or in part for the benefit of a third party except as aforesaid.

c) If any provision of this Agreement shall be determined to be invalid, illegal or unenforceable in any respect, such determination shall not affect any other provision hereof.

d) Nothing in this Agreement shall be deemed to preclude Amtrak trains from stopping at any stations on the Northeast Corridor, subject to the provisions of the agreement between the Parties, dated November 1, 1991, respecting Amtrak's operations on Metro-North's New Haven Line (as such agreement may from time to time be modified).

### **15. Promotions**


Amtrak may participate with Metro-North and NJTRO in concluding arrangements, satisfactory to the involved parties, with the New York Giants and Jets to promote the use of the Football Game Service for travel to MSC, including expansion for Amtrak service to MSC.

**16. Disputes**

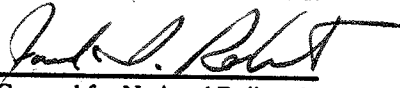
The provisions of Article VI of the Agreement between the Parties (including Connecticut Department of Transportation), dated November 1, 1991, for Amtrak's operation over the New Haven Line between New Rochelle, NY and New Haven, Connecticut shall govern the resolution of any disputes between Metro-North and Amtrak arising under this Agreement.

APPROVED  
AS TO FORM RLV


**METRO-NORTH COMMUTER RAILROAD COMPANY**

By   
Howard Permut, President

APPROVED AS TO FORM:

BY:   
Counsel for National Railroad  
Passenger Corporation

**NATIONAL RAILROAD PASSENGER CORPORATION**

By   
Anne Witt, Vice President for Strategic Partnerships

## EXHIBIT A

### Operational Criteria and Protocols Football Game Service Pilot

#### I. Definitions

“Football Game Trains” refer to scheduled (revenue and deadhead) passenger trains operating on New York Giants and New York Jets regular season Sunday home games through Penn Station NY (PSNY) between points on Metro-North Railroad’s New Haven Line and points in New Jersey Transit service territory, with connection to and from the Meadowland Sports Complex.

#### II. The following principles apply to the operation of Football Game Trains by Metro-North:

##### Market Delineation

Football Game Trains (other than deadhead trains) that originate/terminate at a Metro-North station within 35 miles of PSNY shall make a minimum of four stops in New York State/Connecticut (including the train’s origin and/or destination stations in NYS/CT).

Football Game Trains (other than deadhead trains) that originate/terminate at a Metro-North station beyond 35 miles from PSNY shall make a minimum of seven stops in New York State/Connecticut (including the train’s origin and/or destination stations in NYS/CT).

The operation of Football Game Trains in Metro-North service territory on the Northeast Corridor (“NEC”) shall not exceed 75 miles from PSNY.

##### General Contractual Terms

All Football Game Trains shall be subject to the terms of the Agreement Regarding Football Game Service Pilot (the “Agreement”) to which this Exhibit A is appended.

The schedules appended to the Agreement as Exhibit B have been developed so that the Football Game Trains utilize currently unused capacity in the East River Tunnels on Sundays, the use of which is controlled by Amtrak. The provisions of subparagraph (c) of paragraph 2 of the Agreement shall govern adjustments or modifications of such schedules.

Test trains over the Amtrak Lines (as defined in the Agreement's preamble) shall be permitted to operate as provided in the Agreement or under the separate agreement for the test of New Jersey Transit locomotives dated March 7, 2008, among Amtrak, New Jersey Transit, and Metro-North for purposes of: certifying equipment performance, crew qualifications (if required), and establishment of schedule running times.

The cost of all services Amtrak is required to perform for Football Game Trains such as servicing of equipment, inspections, and training, shall be the responsibility of Metro-North, as provided in the Agreement and the aforesaid locomotive test agreement.

### **Operational Criteria**

Equipment used for Football Game Trains shall be capable of operation at 100 mph and shall be instrument tested on the Amtrak Lines prior to operation.

Football Game Trains shall be fully equipped to comply with all applicable signal and train control systems on the territory over which they operate, as required by the Amtrak Operating Timetable in effect for the period of operation. Any cost required to upgrade Football Game Trains with such systems shall be at the expense of Metro-North.

Football Game Trains shall be able to receive and transmit over Amtrak radio frequencies when operating over Amtrak dispatched territories.

Equipment used for Football Game Trains shall be fully certified and approved by Amtrak Clearance Bureau for the territory on which it will operate.

Metro-North shall provide a list of equipment that may be used west of CP 216 on the Amtrak Lines so that said equipment can be reviewed for operation by Amtrak's Engineering Department for clearance.

Metro-North train and engine crews shall operate Football Game Trains east of and at PSNY (including all associated non-revenue trains required to support revenue service), with a change to New Jersey Transit crews in PSNY for travel to and from points in New Jersey.

Locomotive engineers working on Football Game Trains between PSNY and stations in Metro-North service territory shall be fully certified and approved by Amtrak Transportation Department prior to operating over Amtrak dispatched territories. Engineers and conductors working on Football Game Trains shall be qualified on NORAC Operating Rules and the physical characteristics of the Amtrak owned and Amtrak dispatched territories. Assistant Conductors operating over Amtrak dispatched territory shall be qualified on NORAC Operating Rules only. Amtrak will, at Metro-North's request and sole expense, provide necessary support for the training, qualification, and certification of train and engine crews.

### **Operating Protocols**

The following guidelines govern the operation of Football Game Trains.

- a. Nothing in these operating protocols will prevent Amtrak or Penn Station Central Control (PSCC) from operating Football Game Trains in whatever manner is necessary to ensure safety, customer service, or the integrity of the operation, based on day-to-day operating conditions.
- b. Unless otherwise agreed by the Parties, Football Game Trains shall be routed to station tracks in PSNY as operationally necessary, consistent with providing a safe and on-time operation.
- c. Eastward Football Game Trains will not be posted on public departure boards at PSNY, but will appear on the Amtrak/NJT internal information systems and will be announced over the Public Address system in the Amtrak and NJT waiting areas. Departure time and track information will also be available for Metro-North customers at the Amtrak and NJT Information Counters and from Customer Service Representatives.
- d. Metro-North shall provide an Operations Manager at PSNY on those days and at those times when Football Game Trains are operating, who will be responsible for Metro-North crews and trains in PSNY. The Metro-North Operations manager will coordinate with Amtrak supervision so as to provide a single point of contact among Amtrak, PSCC, and Metro-North. Amtrak Transportation and Customer Service supervision will provide assistance to the Metro-North Operations Manager for the operation of Football Game Trains.
- e. Mechanical and equipment issues related to Football Game Trains in PSNY shall be handled by NJT Mechanical Department personnel.
- f. Eastward Football Game Trains shall not be dispatched from PSNY with any known mechanical defect that will not permit the equipment to operate without restriction in either direction.
- g. Metro-North crews will be required to report to the Crew Sign-Up Room and the Terminal Operations Center (TOC) in PSNY thirty minutes prior to the scheduled arrival time of their train. The operator at TOC will inform the Metro-North Operations Manager 20 minutes prior to the scheduled arrival time of the train if the Metro-North crew has not reported to TOC.
- h. Amtrak agrees to coordinate the provision of emergency services by the most expeditious means possible for any Football Game Train disabled and unable to complete its run between PSNY and the westernmost limits of CP 216, using whatever Amtrak or Metro-North resources are most readily available. Use of Metro-North crews and equipment west of CP 216, if required, will be arranged between PSCC and Metro-North's Operations Control Center (OCC). Amtrak rescue crews and engines shall not be required to move a disabled train further east than New Rochelle Yard (CP 217 interlocking).

- i. When an eastward Football Game Train is unable to depart PSNY for mechanical reasons or is disabled between PSNY and CP 216, PSCC and NJT will decide, with input from Metro-North's Operation Manager or OCC, if possible, whether a substitute set of equipment can be provided. Under normal circumstances, eastward deadhead Football Game Trains that cannot depart PSNY or are disabled en route will be annulled or terminated and not be replaced. If no substitute equipment can be provided for a revenue train, Metro-North will be responsible for making such alternate transportation arrangements for the customers as Metro-North in its discretion deems appropriate or feasible.
- j. Metro-North shall provide emergency services for Football Game Trains that are disabled on Metro-North territory between CP 216 and New Haven (inclusive), including all arrangements for substitute service for customers.
- k. When Football Game Train equipment is disabled on the New Haven Line and cannot return to PSNY under its own power, Metro-North shall notify Amtrak of the situation and shall move the equipment as expeditiously as possible to the location agreed upon with Amtrak between CP 217 (New Rochelle Yard) and the Sunnyside Yard Running Tracks at F Interlocking; however, Metro-North crews and equipment shall not be required to operate into Sunnyside Yard. Amtrak will arrange for disposition of the disabled train from this agreed upon location to NJT.
- l. The Metro-North OCC shall notify PSCC and NJT promptly of any delays or known mechanical defects of westward Football Game Trains. PSCC will notify the Metro-North OCC promptly of any delays or known mechanical defect of any eastward Football Game Trains.

**Exhibit B**

**CONCEPTUAL SCHEDULES**  
**Football Game Service between the New Haven Line and Secaucus**

Conceptual Service Plan for Sunday Football Games with a 1:05 p.m. Start Time  
 (Times shown in 24-hour clock format)

**WESTBOUND**

<b>Deadhead or Revenue</b>	<i>Service operated by Metro-North</i>			<i>Service operated by NJ Transit</i>	
	<i>pass CP216</i>	<i>pass Harold</i>	<i>ar. Penn Sta.</i>	<i>dp. Penn Sta.</i>	<i>ar. Secaucus</i>
Revenue	0927	0954	1002	1015	1023
Revenue	1027	1054	1102	1115	1123
Revenue	1125	1154	1202	1215	1223
Deadhead	2116	2138	2146	2204	
Deadhead	2121	2144	2152	2212	
Deadhead	2234	2254	2302	2352	

**EASTBOUND**

<b>Deadhead or Revenue</b>	<i>Service operated by NJ Transit</i>		<i>Service operated by Metro-North</i>		
	<i>dp. Secaucus</i>	<i>ar. Penn Sta.</i>	<i>dp. Penn Sta.</i>	<i>pass Harold</i>	<i>pass CP216</i>
Deadhead		0646	0710	0718	0737
Deadhead		0738	0756	0804	0821
Deadhead		0751	0810	0818	0837
Revenue	1641	1651	1723	1731	1753
Revenue	1726	1740	1753	1801	1824
Revenue	1842	1852 (Note A)	1909 (Note A)	1917	1950

NOTE A: In accordance with paragraph (c) of the Operating Protocols shown in Exhibit A, the Parties agree that this train may utilize Penn Station track 17 when necessary due to operational conditions.

**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding ("MOU") dated as of *April 1*, 2009, is made between Metro-North Commuter Railroad Company ("Metro-North" or "M-N") and New Jersey Transit Corporation acting by and through its operating subsidiary, NJ TRANSIT Rail Operations, Inc., (hereinafter collectively referred to as "NJTRO") for the operation of special demonstration train service between New Haven, CT and Trenton/Dover NJ/Long Branch NJ to serve the NJ Meadowlands Stadium and other common destinations in Connecticut, New York and New Jersey. Except as otherwise provided herein, this MOU is independent of and separate from the agreement between Metro-North and NJTRO for the operation by NJTRO of rail services on the Port Jervis and Pascack Valley Lines, effective as of July 1, 2005 (the "Service Agreement"), serving Metro-North riders in New York and this MOU does not relate to those rail services. NJTRO and M-N are hereinafter collectively referred to as "the Parties."

**PREAMBLE**

**WHEREAS**, Metro-North and NJTRO desire to initiate special demonstration train service for travel to and from stations on Metro-North's New Haven Line and Penn Station New York continuing on to Trenton NJ/Dover NJ/Long Branch NJ with a stop at Secaucus Transfer Station, and connecting there with NJTRO train services between Secaucus NJ and Meadowlands NJ to serve customers attending New York Giants and New York Jets games (the "New York Football Games") at the Meadowlands Sports Complex ("MSC"), and other origins and destinations in New Jersey ("Special Demonstration Train Service" or "Service"); and

**WHEREAS**, the Special Demonstration Train Service shall be operated by Metro-North with its crews via its New Haven Line and the Hellgate Line of the National Railroad Passenger Corporation ("Amtrak"), which Hellgate Line connects to the New Haven Line at CP216, New Rochelle, New York, then via the lines of Amtrak's New York Terminal District (the Hellgate Line and the lines of such district being hereinafter referred to as the "Amtrak Lines") through and to and from Pennsylvania Station in New York City, ("PSNY"); and

**WHEREAS**, the Special Demonstration Train Service shall be operated by NJTRO with its crews from Pennsylvania Station New York to points west on the NJTRO rail system, including Amtrak's Northeast Corridor Line, and NJTRO's North Jersey Coast Line or Morris & Essex Line Mid-Town Direct Service to its Secaucus Transfer Station, where rail service, over a new link under construction, will be provided to MSC by NJTRO; and

**WHEREAS**, the Parties wish to make available for purchase by customers of Metro-North and its affiliate, The Long Island Rail Road (the "LIRR"; Metro-North and the LIRR collectively hereinafter referred to as the "MTA Railroads") a one-piece fare instrument for travel between points on the respective lines of the MTA Railroads and MSC to attend New York Giants and New York Jets football games; and



WHEREAS, the purpose of this MOU is to set forth the terms and conditions for the operation of and ticketing for this Special Demonstration Train Service by Metro-North and NJTRO, and to set-forth the respective rights and obligations of Metro-North and NJTRO in the provision of this Special Demonstration Train Service.

NOW, THEREFORE, the Parties agree as follows:

1. The Special Demonstration Train Service

a) The parameters of the Special Demonstration Train Service are generally described as follows:

i) To Secaucus/Meadowlands:

Three trains total originating in New Haven and/or Stamford, stopping at stations between New Haven and New Rochelle, as Metro-North may, in its discretion, select.

ii) From Meadowlands/Secaucus:

Three trains total, all stopping at stations from New Rochelle through New Haven, as Metro-North may, in its discretion, select.

(iii) Attached as Exhibit A and incorporated in this MOU are the proposed conceptual schedules for the Special Demonstration Train Service for both Metro-North's New Haven Line and for NJTRO's service coming out of Penn Station New York scheduled for Sunday New York Football Games at MSC starting at 1:00 PM.

(iv) The Service will operate on specific New York Football Game days on Sundays between August and mid-January, when such games are scheduled for a 1pm or similar starting time.

(v) The National Football League ("NFL") engages in what it refers to as "flex scheduling" as of November 1 of the football season, which allows the NFL to change previously scheduled game start times on Sundays from 1 :00 PM to either 4:00 or 8:00 PM. The Service will not be operated should such schedule changes be made.

(vi) One train to MSC and one train from MSC may be added to the trains shown on Exhibit A if desirable for service considerations, subject to all the provisions of this MOU and on schedules agreeable to the Parties.

(vii) A separate schedule will be developed and agreed to by the Parties to provide Service for Saturday games at MSC.

b) The Parties may modify the service parameters to the extent they mutually deem appropriate. Metro-North recognizes that the NJTRO trains employed in this Special Demonstration Train Service will be extensions of NJTRO trains scheduled to operate between

stations on NJTRO's lines in New Jersey and PSNY in accordance with NJTRO operating schedules, which may from time to time be modified by NJTRO at its sole discretion. Both parties will ensure that the Special Demonstration Train Service for travel to these events at MSC shall not, however, be unduly impeded by such schedule changes or service modifications.

c) The Special Demonstration Train Service consist will consist of NJTRO electric locomotives and up to ten (10) push-pull coaches sized to accommodate demand. NJTRO may make changes in the different types of locomotives and coaches used in the Service to accommodate NJTRO operational requirements, repair and overhaul work, as well as required inspections. In any event, however NJTRO agrees to furnish locomotives and coaches for this Special Demonstration Train Service, which it believes are capable of operating via PSNY over the Amtrak Lines and Metro-North's New Haven Line. However, Metro North recognizes that based on test runs as specified in this MOU, appropriate modifications to such NJTRO equipment may be required with the costs for any such modifications to be paid by Metro North.

d) The Special Demonstration Train Service shall commence with the football season at MSC that follows completion of construction of the rail link to MSC from the Secaucus Transfer Station. Completion of construction is currently expected by the summer of 2009. In addition, operation of the Service is contingent upon the securing by Metro-North from Amtrak of all necessary rights and approvals for MN to use NJTRO equipment to operate the Service in PSNY and over the Amtrak's Hellgate Line and the lines of Amtrak's New York Terminal District.

## 2. Equipment Rental

(a) Given that only NJTRO equipment can be used for this Special Demonstration Train Service, NJTRO agrees to lease to Metro-North and Metro-North shall rent from NJTRO the coaches and locomotives (the "Equipment") utilized for all revenue and non-revenue trains operating between New Haven and Penn Station New York in the provision of the Special Demonstration Train Service. The rental of the Equipment for each such train shall (i) commence upon the transfer of the Equipment to Metro-North crews and acknowledgment of such transfer subsequent to its inspection pursuant to procedures set forth in Exhibit B prior to the departure of the Equipment from PSNY on eastbound trips to stations on Metro-North's New Haven Line; and (ii) terminate upon the return of the Equipment to PSNY and upon transfer to and acceptance of the Equipment by NJTRO crews and acknowledgment of such transfer subsequent to its inspection pursuant to procedures set forth in Exhibit B (the territory described herein is hereinafter referred to as the "M-N Service Area").

(b) Metro-North shall maintain a sufficient roster of crews qualified on NJTRO equipment, trained by NJTRO to its satisfaction, and ensure that sufficient numbers of such crews are available to operate the Equipment to and from PSNY for its travel in New York and Connecticut for the period of each such rental. A roster of employees so qualified shall be provided to NJTRO prior to commencement of the Special Demonstration Train Service and updated monthly should there be a change in employees qualified on NJTRO equipment. All train operations between PSNY and points in New Jersey, including the shuttle rail service to

MSC, will be crewed by NJTRO personnel. All changes in crews between NJTRO and MN will be made at PSNY.

### 3. Compensation

a) Metro-North shall pay NJTRO as and for rental of the Equipment utilizing the Unit Rates as set forth in Exhibit C-1 to support such trainsets as are required by Sections 1 (a) and 1 (c) of this MOU. The amount M-N shall pay for each day of Special Demonstration Train Service shall be calculated and adjusted based on a) actual number and type of locomotives and coaches used, b) actual mileage for those items costed on a mileage basis, and c) costs for technician support. The application of such Unit Rates into the estimated daily rent payment is illustrated in Exhibit C-2, and such amount encompassing elements a) – c) above is hereinafter referenced as the “M-N Estimated Daily Rent Payment”. The rental includes all costs of providing the Equipment for the Service, including routine maintenance of the Equipment.

b) Metro-North will reimburse NJTRO separately for any NJTRO costs for unscheduled repairs required to the Equipment while operating in the M-N Service Area, as well as any other unscheduled repairs consequent to Metro-North actions, or lack thereof, in the use of this Equipment in the Service.

c) The M-N Estimated Daily Rent Payments shall be paid by Metro-North on an estimated basis in advance with the Parties agreeing to calculate the actual costs within 30 days following the conclusion of the Service for a particular year.

d) NJTRO rental costs as per 3 (a) above shall be escalated, on each anniversary of the Service, pursuant to changes in the AAR East Equipment Rent indices, or under the terms of the M-N/NJTRO Services Agreement, as applicable.

e) Unusual Occurrences: Costs associated with unusual occurrences, such as rescuing dead equipment, transferring or busing passengers, shall be borne by NJTRO or M-N based on the Service Area (as defined in Sections 2 (a) and 8.01(b) of this MOU) where such unusual occurrence takes place. In the event the unusual occurrence takes place in the M-N Service Area, and such occurrence results in a delay in the return of the Equipment to NJTRO, the Estimated Daily Rent Payment rate set forth in Section 3 (a) shall be applied, prorated by the nature and number of consists affected by the unusual occurrence, until such time as the Equipment is returned to NJTRO. Any additional equipment provided by NJTRO for the Service shall be charged to M-N at such prorated Estimated Daily Rent Payment rate.

### 4. Passenger Fares

a) The passenger fare for trips between any point on the lines of the MTA Railroads to NJTRO’s Meadowlands Sports Complex station shall be the sum of the following two components: (1) the amount of the fare established by Metro-North for travel between

Metro-North stations on the Harlem, Hudson and New Haven Lines and PSNY or established by LIRR for travel between LIRR stations and PSNY, as such fares may from time to time be adjusted by Metro-North or LIRR; and (2) the amount of the fare established by NJTRO for travel between PSNY and the MSC via the Northeast Corridor Line and the shuttle rail service to and from the Secaucus Transfer Station, as such fare may from time to time be adjusted by NJTRO. NJTRO has informed Metro-North that the fares for travel between PSNY and the Meadowlands Sports Complex will be the same as their existing fares for travel between PSNY and NJTRO Zone 3 (*i.e.*, Wood Ridge station).

b) Metro-North, LIRR, and NJTRO will make available for sale tickets for customers to travel between points on the lines of the MTA Railroads and MSC, *via* Secaucus Transfer Station, as follows:

- 1) A one-piece fare instrument made available from Metro-North/LIRR ticket vending machines and ticket offices, and
- 2) A one-piece fare instrument made available from a web site maintained and operated by Metro-North/LIRR.

c) The one-piece fare instrument must be visually inspected at Secaucus Transfer Station by NJTRO staff to permit travel to MSC, because automatic fare collection devices for transfer to the shuttle to MSC will be activated only by fare instruments imbedded with magnetic or other electronic triggering device. Metro-North shall reimburse NJTRO for its reasonable incremental costs in providing the additional personnel to perform this visual inspection.

d) The sale by Metro-North and LIRR of joint tickets as described above for through travel to the MSC shall be limited to use on days for travel to attend New York Football Games at MSC.

e) Metro-North/LIRR shall be credited with or retain (as the case may be) that component of the fare for the Service charged to and from PSNY for travel within its territory, as described in subparagraph (a) (1) of this Section 4.

f) NJTRO shall be credited with or retain (as the case may be) that component of the fare charged for the Service to and from for travel within its territory, as described in subparagraph (a) (2) of this paragraph.

g) It is intended as indicated on Exhibit A that this Service will be comprised of trains which are extensions of NJTRO trains operating west of PSNY prior to commencement of such service for each MSC event. Metro-North shall not be credited with any portion of the fare charged for such travel west of PSNY, including travel to connect to the shuttle service to MSC at Hoboken Terminal or Secaucus Transfer Station and travel on such shuttle.

h) The MTA Railroads shall have exclusive and autonomous control of fares charged for travel between their respective stations and PSNY ("Metro-North/LIRR Fares"). The

MTA Railroads shall have sole responsibility for implementing its fare structure including, but not limited to, securing the necessary regulatory approvals and filing of applicable tariffs, and provisions of all information required by NJTRO to perform the ticket sales activity.

i) NJTRO shall have exclusive and autonomous control of fares charged for transportation between all NJTRO Stations ("NJTRO Fares"), as well as for transportation between Secaucus Transfer Station and NJTRO Points (including Penn Station, New York and MSC) reached via Secaucus Transfer Station.

5. Equipment Test

a) NJTRO will make available at PSNY in advance of the scheduled commencement of the Service, on dates and times mutually agreed upon by the Parties, different sets of locomotives and coaches which may be potentially used in the Service, for testing by Metro-North, with its crew in operation of the locomotive, together with representatives of Amtrak and NJTRO, to assure such equipment is capable of operation on the Amtrak Lines and the New Haven Line. The protocol for such test runs, including the identification of any modification to the Equipment, which may be required and to be paid for by Metro-North, shall be subject to the approval by both NJTRO and Metro-North. Neither NJTRO nor Metro-North will determine whether operation of the Special Demonstration Service is feasible unless and until the ability of the Equipment to operate on those rail lines has been demonstrated to the reasonable satisfaction of Amtrak, Metro-North and NJTRO. In the event that NJTRO's Equipment needs to be modified to operate on Amtrak's Hellgate Line and Metro North's New Haven Line, NJTRO shall make such modifications as Metro-North may request, with all NJTRO costs for such modifications to be reimbursed by Metro-North. Should Metro-North elect not to make such modifications as may be necessary to permit the Equipment to operate on the said rail lines, this MOU shall terminate and NJTRO shall have no further obligation hereunder. Metro-North shall pay NJTRO's costs related to the testing of the NJTRO Equipment.

(b) Employee Training and Qualification. Metro-North will make arrangements with NJTRO to have Metro-North employees assigned, or who may be assigned, to operate and perform in-service diagnosis and repairs to the Equipment, as selected by Metro-North, trained and qualified by NJTRO to its reasonable satisfaction in such operation and in-service diagnosis and repairs. Metro-North shall reimburse NJTRO for its reasonable costs incurred in connection with such training and qualification.

6. Condition of NJTRO Equipment

a) The Equipment shall be in operating condition upon the commencement of the rental of the Equipment by Metro-North at PSNY. Metro-North's personnel shall inspect the Equipment prior to commencement of each operation of the Service. To minimize any problem in Metro-North operating the Equipment during the Service, NJTRO will provide a technician on duty at PSNY during the service hours to assist Metro-North personnel to diagnose any such

problem and assist in any "running" repairs, while the Equipment is being rented by Metro-North. The cost of providing such personnel is included in the rental charge for the Equipment set forth in Section 3.

b) Prior to the return of the Equipment to NJTRO at PSNY at the conclusion of each operation of the Service, Metro-North shall cause the Equipment to be cleaned, consistent with NJTRO standards for equipment cleaning pursuant to Exhibit D.

c) NJTRO shall inspect the Equipment at PSNY prior to the conclusion of each operation of the Service. Metro-North shall reimburse NJTRO for its actual costs if the Equipment at the end of its rental has not been cleaned in accordance with Section 6(b).

## 7. Security/Policing

The policing of and security for trains and stations employed in the Service shall be the responsibility of the party based upon the Service Area where the train is being operated and at that party's cost and expense. Metro-North shall ensure that it has sufficient police coverage available when the Equipment is being rented by it to ensure that the Equipment does not get vandalized and/or damaged during its rental. Any train used in the Service while at PSNY shall be considered as any other NJTRO train at PSNY for policing and security purposes by Amtrak, consistent with the Northeast Corridor Services Agreement between NJTRO and Amtrak, notwithstanding its intended use in the Service.

## 8. Liability and Indemnification

### 8.01. General

a) Financial responsibility for liability for personal injury or property damage and for risk of loss of equipment, which may result from activities conducted hereunder (Liability Costs) shall be assigned to the Parties in accordance with the provisions of this Section. Liability Costs include, but shall not be limited to, investigative fees, legal costs, actual claim settlement costs and property damage expenses, and derailment related expenses. The liability and indemnification provisions of this MOU are applicable only to the operations and services provided hereunder. In no case will either party seek to recover loss of revenues from the other due to incidents covered in this Section. The following provisions in this Section regarding liabilities, insurance and risk of loss shall apply regardless and irrespective of the negligence or fault of the Parties, their agents, employees and contractors.

b) For purposes of this Section, "M-N Service Area" shall (i) commence upon the transfer of the Equipment to Metro-North crews and acknowledgment of such transfer subsequent to its inspection pursuant to procedures set forth in Exhibit B prior to the departure of the Equipment from PSNY on eastbound trips to stations on Metro-North's New Haven Line; and (ii) terminate upon the return of the Equipment to PSNY and upon transfer to and acceptance of the Equipment by NJTRO crews and acknowledgment of such transfer subsequent to its

inspection pursuant to procedures set forth in Exhibit B. For purposes of this Section, "NJTRO Service Area" shall (i) commence upon the transfer of the Equipment to NJTRO crews and acknowledgement of such transfer pursuant to procedures set forth in Exhibit B prior to the departure of the Equipment from PSNY for its westbound trips to stations on NJTRO rail lines; and (ii) terminate upon the return of the Equipment to PSNY and upon transfer to and acceptance of the Equipment by M-N crews and acknowledgment of such transfer subsequent to its inspection pursuant to procedures set forth in Exhibit B.

#### 8.02. Employee Liability

a) M-N Employees. M-N shall defend, indemnify and save harmless NJTRO and NJT and their employees from Liability Costs for injury to or death of any M-N employee or for loss of, damage to, or destruction of the property of any such M-N employee. "M-N employee" includes a person who, while on duty, is an employee of any agent or contractor of M-N (other than NJTRO) engaged in performing services in the M-N Service Area on behalf of M-N with respect to the Service. M-N employees who are also NJTRO revenue passengers in the NJTRO Service Area at the time of the incident giving rise to Liability Costs shall be treated as NJTRO revenue passengers and not M-N employees, for purposes of this Section. M-N employees who are traveling on free passage privileges granted by NJTRO shall be M-N employees for the purpose of this section.

#### b) NJTRO Employees.

(i) NJTRO shall defend, indemnify and save harmless M-N and its employees from Liability Costs for injury to or death of any NJTRO employee or for loss of, damage to, or destruction of the property of any such NJTRO employee in the NJTRO Service Area. "NJTRO employee" includes a person who, while on duty, is an employee of any agent or contractor of NJTRO (other than M-N) engaged in performing services in the NJTRO Service Area on behalf of NJTRO with respect to the Service. M-N employees who are also NJTRO revenue passengers in the NJTRO Service Area at the time of the incident giving rise to Liability Costs shall be treated as NJTRO revenue passengers and not M-N employees, for purposes of this Section. M-N employees who are traveling on free passage privileges granted by NJTRO shall be M-N employees for the purpose of this Section. With respect to personal injury or death to any NJTRO employee, or for loss of, damage to, or destruction of their property arising out of revenue and non-revenue operations in the M-N Service Area, M-N shall defend, indemnify, and save harmless NJTRO from Liability Costs, including any and all claims by NJTRO Employees, which would not have occurred but for the existence of such operations in the M-N Service Area. Upon Metro-North's request, on a case-by-case basis, NJTRO will handle the investigation and defense of a claim/suit covered by this subsection (i). M-N shall reimburse NJTRO for the costs of such work as well as the cost of any settlement or judgment.

#### 8.03. Passenger Liability

a) M-N Passengers. M-N shall defend, indemnify and save harmless NJTRO

and NJT and their employees from Liability Costs for injury or death of any revenue or non-revenue M-N Passenger (i.e., a person who utilizes the Special Demonstration Train Service for travel in the M-N Service Area), or for loss of, damage to or destruction of the property of any such passenger, regardless of where the incident giving rise to the claim occurs in the M-N Service Area. For purposes of this Section, the Parties agree that M-N's obligations pursuant to this Section shall also include any injury or property damage or death of any such M-N Passenger while in PSNY arising from the Special Demonstration Train Service for the purpose of riding on a train, alighting or departing from a train, purchasing a ticket, obtaining information, or transferring to or from a train or meeting an M-N Passenger.

b) NJTRO Passengers. NJTRO shall defend, indemnify, and save harmless M-N and MTA and their employees from Liability Costs for injury or death of any revenue or non-revenue NJTRO Passenger (i.e., a person who utilizes the Special Demonstration Train Service for travel in the NJTRO Service Area), or for loss, damage to, or destruction of the property of any such passenger, regardless of where the incident giving rise to the claim occurs in the NJTRO Service Area. For the purposes of this section, a "NJTRO passenger" shall include M-N employees who are also NJTRO revenue passengers as defined in Section 8.02(a).

#### 8.04. Third Party Liability

Liability Costs within the scope of this Section shall be those incurred with respect to a person other than an employee identified in Section 8.02 or a passenger identified in Section 8.03 ("Third Party").

a) With respect to personal injury to or death of any Third Party, or for loss of, damage to, or destruction of the property of any Third Party arising out of the revenue and non-revenue operation of the Service in the M-N Service Area, M-N shall defend, indemnify and save harmless NJTRO, NJT and their employees from Liability Costs which would not have been incurred were it not for the existence of such operation of the Service in the M-N Service Area..

b) With respect to personal injury to or death of any Third Party, or for loss of, damage to, destruction of the property of any Third Party arising out of the revenue and non-revenue operation of all NJTRO trains in the NJTRO Service Area, NJTRO shall defend, indemnify and save harmless M-N and its employees from such Liability Costs, which would not have been incurred were it not for the existence of such operation of NJTRO trains in the NJTRO Service Area.

c) A Long Island Rail Road customer holding a ticket issued specifically for the Special Demonstration Train and/or LIRR employees shall be considered as a Third Party. With respect to claims by Long Island Rail Road customers holding joint tickets issued specifically for the Special Demonstration Train, where the alleged injury or incident from such claim occurs within PSNY (but not on-board the Special Demonstration Train), as between NJTRO and M-N the following shall apply:



(i) if the claim occurs in the East End Concourse within PSNY, as such area is defined in NJT's lease with Amtrak, then NJTRO shall defend, indemnify and save harmless M-N and its employees from such Liability Costs; provided that in the event that NJTRO's obligations in such respect are subject to reasonable dispute, NJTRO shall be obligated to (x) use reasonable efforts in the pursuit of such putative rights, or (y) in the event that NJTRO informs Metro-North that it shall no longer pursue such putative rights, M-N shall have the option to require NJTRO to assign such rights to M-N.

(ii) if the claim occurs in an area of PSNY other than the East End Concourse, then M-N shall defend, indemnify and save harmless NJTRO and NJ Transit and their employees from such Liability Costs.

#### 8.05. Risk of Loss - Equipment or Facility

a) With respect to the loss of or damage to, or destruction of NJTRO equipment or facilities arising directly out of revenue and non-revenue operation of all trains in the M-N Service Area, M-N shall have the risk of loss for, damage to, or destruction of all NJTRO equipment and facilities, and shall reimburse NJTRO, at NJTRO's discretion, for all damage to or destruction to NJTRO equipment or facilities or the full replacement cost of such NJTRO equipment or facilities.

b) For any loss of, or damage to, or destruction of any NJTRO equipment while at terminals, yards or repair or service locations in the M-N Service Area, M-N shall have the risk of loss and shall defend, indemnify and save harmless NJTRO from claims of Third Parties that may have an interest in such equipment and shall reimburse NJTRO for the full replacement cost of such NJTRO equipment.

#### 8.06. Insurance

NJTRO and M-N shall use their best efforts to maintain at least the level of liability and equipment insurance in effect on the effective date of this MOU, and will include the other party as an additional party insured on such policies. Any policy for property damage shall name NJTRO as named insured and loss payee.

#### 9. Violation of Labor Agreements

Nothing contained in this MOU shall require NJTRO or M-N to perform any service or take any action which would violate any term or condition of any then current labor agreement with its employees or applicable to either party by reason of operation of law or otherwise. NJTRO and M-N shall not be in breach of this MOU or any covenant or obligation contained herein by reason of its failure to take any act or perform any service which if taken or performed would violate the terms of such labor agreement. Any such failure to act or perform which frustrates a substantial purpose of this MOU shall give either party the right to terminate this MOU upon written notice to the other party. NJTRO and M-N represent that no such labor agreement in effect

as of July 1, 2008 would preclude either party from performing any such service or taking any such actions.

10. Promotions

NJTRO will participate with Metro-North in concluding satisfactory arrangements with the New York Giants and Jets and other third parties for advertising/marketing strategies to promote use of the Special Demonstration Train Service for travel to MSC and other destinations.

11. Term

a) The Initial Term of this MOU will commence on the date written first above, and shall terminate on the day following the last football game played at MSC during the New York Giants and Jets football season which began in calendar year 2012.

b) The term of this Agreement shall be automatically renewed for successive Renewal Terms of one year unless and until one party shall, on or before March 15, 2012 or March 15 of any given year after the expiration of the Initial Term, serve the other party with a written notice of termination which may only be effective as of the day following the last football game played during the football season which began in the calendar year in which such notice is given.

12. Termination

Either party may terminate this MOU at any time without any liability to the other party, upon thirty (30) days' written notice to the other party, should the party exercising such right of termination determine in the reasonable exercise of its judgment that it is no longer capable of supporting the operational, equipment or financial needs of the Special Demonstration Train Service. In such event, MN shall immediately return the Equipment to NJTRO in satisfactory condition and repair.

13. Service Agreement

The provisions of Article X ("Dispute Resolution") and Article XI ("Miscellaneous") of the Service Agreement are incorporated in this MOU by reference and the Parties shall be bound by those provisions.

14. No Third Party Beneficiaries

Except as otherwise provided in this MOU, the provisions of this MOU are for the

exclusive benefit of the Parties hereto and the successors and assigns of NJTRO and MN. Nothing herein contained shall be taken as creating or increasing any right in any third party to recover by way of damages or otherwise against either of the Parties hereto.

METRO-NORTH COMMUTER RAILROAD COMPANY

By: Howard Permut 3/24/09  
Howard Permut  
President  
APPROVED  
AS TO FORM EL  
Date

NEW JERSEY TRANSIT CORPORATION  
acting by and through its operating subsidiary  
NJ TRANSIT RAIL OPERATIONS, INC.

By: W. B. Duggan 4/1/09  
William Duggan  
Vice President and General Manager  
Date

This Agreement has been reviewed and approved as to form only.

ANNE MILGRAM  
Attorney General of New Jersey

By: Suzanne L. Silverman 4/1/09  
Suzanne L. Silverman  
Deputy Attorney General

## Exhibit A

### CONCEPTUAL SCHEDULES Football Game Service between the New Haven Line and Secaucus

Conceptual Service Plan for Sunday Football Games with a 1:05 p.m. Start Time  
(Times shown in 24-hour clock format)

#### WESTBOUND

<i>Deadhead or Revenue</i>	<i>Service operated by Metro-North</i>			<i>Service operated by NJ Transit</i>	
	<i>pass CP216</i>	<i>pass Harold</i>	<i>ar. Penn Sta.</i>	<i>dp. Penn Sta.</i>	<i>ar. Secaucus</i>
Revenue	0927	0954	1002	1015	1023
Revenue	1027	1054	1102	1115	1123
Revenue	1125	1154	1202	1215	1223
Deadhead	2116	2138	2146	2204	
Deadhead	2121	2144	2152	2212	
Deadhead	2234	2254	2302	2352	

#### EASTBOUND

<i>Deadhead or Revenue</i>	<i>Service operated by NJ Transit</i>		<i>Service operated by Metro-North</i>		
	<i>dp. Secaucus</i>	<i>ar. Penn Sta.</i>	<i>dp. Penn Sta.</i>	<i>pass Harold</i>	<i>pass CP216</i>
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Deadhead		0751	0810	0818	0837
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Revenue	1842	1852 (Note A)	1909 (Note A)	1917	1950

NOTE A: In accordance with paragraph (c) of the Operating Protocols shown in Exhibit A, the Parties agree that this train may utilize Penn Station track 17 when necessary due to operational conditions.

**EXHIBIT B**  
**MEADOWLANDS DEMONSTRATION SERVICE**  
**EXCHANGE OF EQUIPMENT BETWEEN NJ TRANSIT AND MNR AT PENN STATION NEW YORK**

**DATE: X/X/XX CONSIST: MV11 EQUIPMENT: Locomotives: 4615 Coaches: 6074,6515,6523,6544,6558,6547,6560,6519,6533,6529**

Arr. Trn.	Arr. Time	Arr. Condr.	Dep. Trn.	Dep. Time	Dep. Condr.	No Defects Found	Equipment Exceptions
NJT XXXX	06:35	JONES	MN XXXX	06:50	SMITH	No Defects Found	
MN XXXX	10:35	SMITH	NJT XXXX	10:40	REILLY	No Defects Found	
NJT XXXX	17:00		MN XXXX	17:15			
MN XXXX	21:00		NJT XXXX	21:15			

**DATE: X/X/XX CONSIST: MV12 EQUIPMENT: Locomotives: 4616 Coaches: 6075,6516,6524,6545,6559,6548,6561,6520,6534,6530**

Arr. Trn.	Arr. Time	Arr. Condr.	Dep. Trn.	Dep. Time	Dep. Condr.	Equipment Exceptions
NJT XXXX	06:50		MN XXXX	07:05		
MN XXXX	10:50		NJT XXXX	11:05		
NJT XXXX	17:15		MN XXXX	17:30		
MN XXXX	21:15		NJT XXXX	21:30		

**DATE: X/X/XX CONSIST: MV13 EQUIPMENT: Locomotives: 4617 Coaches: 6076,6517,6525,6546,6563,6549,6566,6521,6535,6531**

Arr. Trn.	Arr. Time	Arr. Condr.	Dep. Trn.	Dep. Time	Dep. Condr.	Equipment Exceptions
NJT XXXX	07:05		MN XXXX	07:20		
MN XXXX	11:05		NJT XXXX	11:20		
NJT XXXX	17:30		MN XXXX	17:45		
MN XXXX	21:30		NJT XXXX	21:45		

**DATE: X/X/XX CONSIST: MV14 EQUIPMENT: Locomotives: 4618 Coaches: 6077,6518,6526,6547,6564,6550,6567,6522,6536,6532**

Arr. Trn.	Arr. Time	Arr. Condr.	Dep. Trn.	Dep. Time	Dep. Condr.	Equipment Exceptions
NJT XXXX	07:20		MN XXXX	07:35		
MN XXXX	11:20		NJT XXXX	11:35		
NJT XXXX	17:45		MN XXXX	18:00		
MN XXXX	21:45		NJT XXXX	22:00		

**Technician on Duty: 0600-1400** CROPABC **1400-2200** CROPDEF

**EXHIBIT C-2  
EQUIPMENT RENTAL COST FOR SPECIAL MEADOWLANDS DEMONSTRATION TRAIN SERVICE: Est. Daily Payment (Sample)  
( FY 2007 \$ )**

**Assumptions:**

Three Train Sets in Operation; 10 Coaches per Train Set; Bi-Level Train Sets have Locomotive at Each End  
 One Comet V Set, Two Bi-Level sets  
 M-N Route Miles for Stamford Trainsets: 33  
 M-N Route Miles for New Haven Trainsets: 72

	<u>Cost Items</u>	<u>Units</u>	<u>Unit Rate</u>	<u>Unit</u>	<u>Rate per Day</u>
Ownership Costs					
Locomotive	ALP-46 locomotive	5	\$650	Day	\$3,250
Coaches	25-year useful life				
	Daily rate of Comet V	10	\$130	Day	\$1,300
Coaches	Daily rate of Bi-Level	20	\$210	Day	\$4,200
Technician Cost					
Technician	Agreement technician providing 8-hour coverage at PSNY	2	\$500	Day	\$1,000
Mileage-Based Costs					
Locomotive	Maintenance cost-per-mile as in MNR Operating Agreement				
Maintenance	Costs charged on NY portion of trip only	1310	\$4.65	Locomotive Miles	\$6,092
Coach	Maintenance cost-per-mile as in MNR Operating Agreement				
Maintenance	Costs charged on NY portion of trip only	7860	\$0.82	Car-Miles	\$6,445
<b>TOTAL COST</b>					<b>\$22,287</b>

**EXHIBIT C-1  
EQUIPMENT RENTAL COST FOR SPECIAL MEADOWLANDS DEMONSTRATION TRAIN SERVICE: Unit rates  
(FY 2007 \$)**

Ownership Costs		<u>Unit Rate</u>
Locomotive	Assumptions ALP-46 locomotive 25-year useful life Daily rate of Comet V	\$650 / day
Coaches	Daily rate of Comet V	\$130 / day
Coaches	Daily rate of Bi-Level	\$210 / day
Technician Support Technician	Agreement technician providing 8-hour coverage at PSNY Direct labor and fringe	\$500 / day
Mileage-based costs Locomotive Maintenance	Maintenance cost-per-mile as in MNR Operating Agreement Costs charged on NY portion of trip only	\$4.65 / locomotive-mile
Coach Maintenance	Maintenance cost-per-mile as in MNR Operating Agreement Costs charged on NY portion of trip only	\$0.82 / coach-mile

**AGREEMENT for Metro North Sale and Reconciliation of Joint  
NJ TRANSIT/Metro North Tickets to NJ TRANSIT's Meadowlands Rail Station**

In support of Metro-North Commuter Railroad's and NJ TRANSIT's agreement to provide joint through ticketing from Metro-North East-of-Hudson origins and NJ TRANSIT's Meadowlands station, the agencies agree to the following sales and reconciliation process:

Metro-North will perform the following:

1. Sale of joint Metro-North/NJ TRANSIT rail tickets, from Metro-North ticket offices and ticket vending machines, in a ticket format to be mutually agreed to by NJ TRANSIT and Metro-North. The agreed-upon ticket formats are included with this document as Attachment 1.
2. Payment, to NJ TRANSIT, for travel between New York Penn and Meadowlands Station for each of the following ticket types:
  - i. Off peak round trip adult (\$7.75 initial fare at 5/1/09)
  - ii. Off peak round trip child (\$3.25 initial fare at 5/1/09)
  - iii. One-way peak – adult (\$4.25 initial fare at 5/1/09)
  - iv. One-way Peak – Child (\$1.75 initial fare at 5/1/09)
  - v. One-way Senior/Disabled (\$1.75 initial fare at 5/1/09)
  - vi. Ten Trip (\$38.75 initial fare at 5/1/09)
  - vii. Ten Trip Senior/Disabled (\$17.50 initial fare at 5/1/09)(Note that the above fares will change if NJT has a fare increase.)
3. Payment for each month's ticket sales will be made to NJ TRANSIT no later than 30 days following the end of the month in which the sales occurred. For example, payment for tickets sold by Metro North in September will be made to NJ TRANSIT no later than October 30.
4. Payment will be made to NJ TRANSIT by check, addressed to: New Jersey Transit, One Penn Plaza East, ATTN John Lorenc, Newark, NJ 07105-2246
5. A reconciliation schedule identifying the number of joint tickets sold, by ticket type and fare rate, and the total amount payable to NJ TRANSIT, will be submitted to NJ NTRANSIT at the same time the payment is sent. The reconciliation schedule will be sent to:

John Lorenc  
Director, Financial Operations & Compliance  
One Penn Plaza East, 5<sup>th</sup> floor  
Newark, NJ 07105-2246



6. A sample format for the Reconciliation Schedule is included with this document as Attachment 2.
7. As support for the Reconciliation Schedule, Metro North will provide documentation in the form of an extract from their electronic ticketing system which identifies, by ticket type, the number and dollar value of joint tickets sold in the reconciliation period.
8. A sample of the ticket sales report is included with this document as Attachment 3.
9. This Agreement may be terminated by either party within 30 days following the receipt of written notification.

Concurrence:

For Metro North Commuter Railroad Company:

  
\_\_\_\_\_  
Stephen DiMichael, Chief Financial Officer

5/12/2009  
Date

APPROVED  
AS TO FORM 

For NJ TRANSIT, Inc.:

  
\_\_\_\_\_  
H. Charles Wedel, CFO

5/13/09  
Date

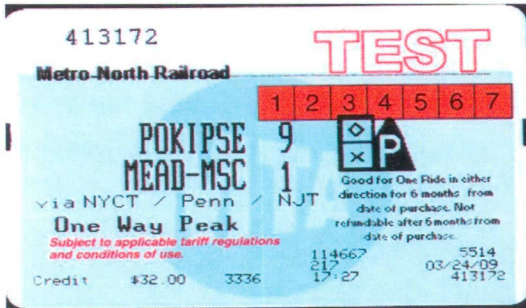
**Attachment 1 to NJ TRANSIT/Metro North Agreement for  
Joint Ticketing to NJ TRANSIT's Meadowlands Station**

**Metro-North Tickets accepted through Secaucus Junction faregates  
(Valid only on Jets & Giants football game days)**

1 The following represent the ticket layouts for One-Way, Round Trip, and 10-Trip Joint Tickets that will be accepted for passage through the fare gates at Secaucus Transfer Station. Faregate Attendants will MARK each ticket in the "X" block when passenger passes through the faregate.

2 One Way (Single-Use) Ticket layout

Available in Adult, Senior Citizen/Passenger with Disabilities, and Child fare rates  
Valid for ONE passage through Secaucus fare gate



< Faregate Staff mark in "X" Block ONLY when accepted through faregate

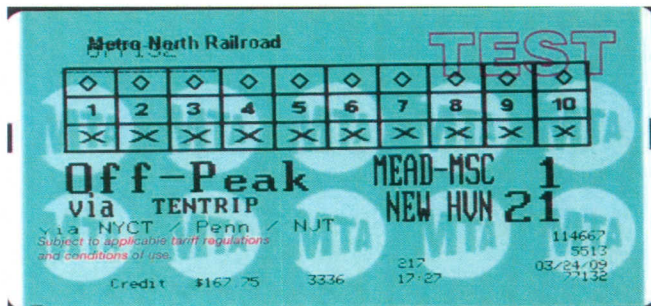
3 Round Trip (Two-Use) Ticket layout

Available in Peak Adult, Senior Citizen/Passenger with Disabilities, and Child fare rates & Off-Peak Adult and Child fare rates  
Valid for TWO passages through Secaucus fare gate



< Faregate Staff mark in "X" Blocks ONLY when accepted through faregate

4 10-Trip (10-Use) Ticket Layout



< Faregate Staff mark in "X" Blocks ONLY when accepted through faregate

5 **Concurrence:**  
**For Metro North Commuter Railroad Company:**

  
Stephen DiMichael, Chief Financial Officer

5/19/09  
Date

**For NJ TRANSIT, Inc.**  
  
John M. Lorenc, Director, Financial Operations & Compliance

13 May 2009  
Date

Metro-North Railroad  
 Month of XXX 2009

Attachment 2

Ticket Type	NJT Description	Quantity	Ticket Amount Due NJT	Total Amount Due NJT
XXXXX	RT Off Peak Adult		\$7.75	\$0.00
XXXXX	RT Off Peak Child		\$3.25	\$0.00
XXXXX	OW Adult	33	\$4.25	\$140.25
XXXXX	OW Child		\$1.75	\$0.00
XXXXX	OW Senior/Disabled	3	\$1.75	\$5.25
<b>Total</b>		<b>36</b>		<b>\$145.50</b>

**Meadowlands Sales Report**

April 6, 2009 5:04 PM

Report run on:

Report Date Range: 2/4/09 to 2/5/09

\* \*

Machine	Tour Start Date	Tour End Date	Sales Date	Start Station	Destination Station	Ticket Type	Description	Amount	Valid Date
774	02/03/09 02:18:26	02/04/09 03:36:40	02/03/09 08:26:48	Meadowlands	Rye	44025	One Way Intermediate	\$ 2.50	03-FEB-09
774	02/03/09 02:18:26	02/04/09 03:36:40	02/03/09 08:33:01	Meadowlands	GCT	44010	One Way Peak	\$ 7.75	03-FEB-09
774	02/03/09 02:18:26	02/04/09 03:36:40	02/03/09 08:47:37	Meadowlands	Port Chester	44025	One Way Intermediate	\$ 2.50	03-FEB-09
774	02/03/09 02:18:26	02/04/09 03:36:40	02/03/09 08:52:06	Meadowlands	Stamford	44025	One Way Intermediate	\$ 4.75	03-FEB-09
774	02/03/09 02:18:26	02/04/09 03:36:40	02/03/09 08:59:12	Meadowlands	Port Chester	44025	One Way Intermediate	\$ 2.50	03-FEB-09
774	02/03/09 02:18:26	02/04/09 03:36:40	02/03/09 08:59:12	Meadowlands	Port Chester	44025	One Way Intermediate	\$ 2.50	03-FEB-09
774	02/03/09 02:18:26	02/04/09 03:36:40	02/03/09 09:00:46	Meadowlands	Rye	44025	One Way Intermediate	\$ 2.50	03-FEB-09
774	02/03/09 02:18:26	02/04/09 03:36:40	02/03/09 09:02:36	Meadowlands	Stamford	44025	One Way Intermediate	\$ 4.75	03-FEB-09
774	02/03/09 02:18:26	02/04/09 03:36:40	02/03/09 09:02:36	Meadowlands	Stamford	44025	One Way Intermediate	\$ 4.75	03-FEB-09
774	02/03/09 02:18:26	02/04/09 03:36:40	02/03/09 09:02:41	Meadowlands	Stamford	44025	One Way Intermediate	\$ 4.75	03-FEB-09
774	02/03/09 02:18:26	02/04/09 03:36:40	02/03/09 09:02:41	Meadowlands	Stamford	44025	One Way Intermediate	\$ 4.75	03-FEB-09
774	02/03/09 02:18:26	02/04/09 03:36:40	02/03/09 09:02:45	Meadowlands	Stamford	44025	One Way Intermediate	\$ 4.75	03-FEB-09
774	02/03/09 02:18:26	02/04/09 03:36:40	02/03/09 09:02:45	Meadowlands	Stamford	44025	One Way Intermediate	\$ 4.75	03-FEB-09
774	02/03/09 02:18:26	02/04/09 03:36:40	02/03/09 09:02:50	Meadowlands	Stamford	44025	One Way Intermediate	\$ 4.75	03-FEB-09
774	02/03/09 02:18:26	02/04/09 03:36:40	02/03/09 09:02:50	Meadowlands	Stamford	44025	One Way Intermediate	\$ 4.75	03-FEB-09
774	02/03/09 02:18:26	02/04/09 03:36:40	02/03/09 09:26:17	Meadowlands	Port Chester	44025	One Way Intermediate	\$ 2.50	03-FEB-09
774	02/03/09 02:18:26	02/04/09 03:36:40	02/03/09 09:26:17	Meadowlands	Port Chester	44025	One Way Intermediate	\$ 2.50	03-FEB-09
774	02/03/09 02:18:26	02/04/09 03:36:40	02/03/09 09:28:13	Meadowlands	Port Chester	44025	One Way Intermediate	\$ 2.50	03-FEB-09
774	02/03/09 02:18:26	02/04/09 03:36:40	02/03/09 09:34:50	Meadowlands	Pelham	44040	One Way Senior / Disabled	\$ 1.00	03-FEB-09
774	02/03/09 02:18:26	02/04/09 03:36:40	02/03/09 09:48:39	Meadowlands	Stamford	44025	One Way Intermediate	\$ 4.75	03-FEB-09
774	02/03/09 02:18:26	02/04/09 03:36:40	02/03/09 09:48:39	Meadowlands	Stamford	44025	One Way Intermediate	\$ 4.75	03-FEB-09
774	02/03/09 02:18:26	02/04/09 03:36:40	02/03/09 10:00:48	Meadowlands	Fairfield	44025	One Way Intermediate	\$ 6.75	03-FEB-09
774	02/03/09 02:18:26	02/04/09 03:36:40	02/03/09 10:16:16	Meadowlands	New Rochelle	44025	One Way Intermediate	\$ 2.25	03-FEB-09
774	02/03/09 02:18:26	02/04/09 03:36:40	02/03/09 10:27:24	Meadowlands	Harrison	44040	One Way Senior / Disabled	\$ 1.00	03-FEB-09
774	02/03/09 02:18:26	02/04/09 03:36:40	02/03/09 10:49:01	Meadowlands	New Rochelle	44025	One Way Intermediate	\$ 2.25	03-FEB-09
774	02/03/09 02:18:26	02/04/09 03:36:40	02/03/09 10:54:49	Meadowlands	Fordham	44025	One Way Intermediate	\$ 2.25	03-FEB-09
774	02/03/09 02:18:26	02/04/09 03:36:40	02/03/09 11:46:39	Meadowlands	New Rochelle	44025	One Way Intermediate	\$ 2.25	03-FEB-09
774	02/03/09 02:18:26	02/04/09 03:36:40	02/03/09 11:55:06	Meadowlands	Mamaroneck	44025	One Way Intermediate	\$ 2.25	03-FEB-09
774	02/03/09 02:18:26	02/04/09 03:36:40	02/03/09 12:22:26	Meadowlands	New Rochelle	44025	One Way Intermediate	\$ 2.25	03-FEB-09
774	02/03/09 02:18:26	02/04/09 03:36:40	02/03/09 12:58:48	Meadowlands	Rye	44025	One Way Intermediate	\$ 2.50	03-FEB-09
774	02/03/09 02:18:26	02/04/09 03:36:40	02/03/09 01:53:23	Meadowlands	Harrison	44025	One Way Intermediate	\$ 2.25	03-FEB-09
774	02/03/09 02:18:26	02/04/09 03:36:40	02/03/09 02:21:49	Meadowlands	Harrison	44025	One Way Intermediate	\$ 2.25	03-FEB-09
774	02/03/09 02:18:26	02/04/09 03:36:40	02/03/09 02:21:49	Meadowlands	Harrison	44025	One Way Intermediate	\$ 2.25	03-FEB-09
774	02/03/09 02:18:26	02/04/09 03:36:40	02/03/09 02:30:40	Meadowlands	New Rochelle	44040	One Way Senior / Disabled	\$ 1.00	03-FEB-09
774	02/03/09 02:18:26	02/04/09 03:36:40	02/03/09 03:01:07	Meadowlands	New Rochelle	44025	One Way Intermediate	\$ 2.25	03-FEB-09
774	02/03/09 02:18:26	02/04/09 03:36:40	02/03/09 03:16:10	Meadowlands	Port Chester	44025	One Way Intermediate	\$ 2.50	03-FEB-09

\* For illustration purposes only - description and amount will be updated for Meadowlands tickets.