

**MULTI-YEAR MEMBERSHIP AGREEMENT  
TRANSCOM 2014-2018**

This Agreement among the Connecticut Department of Transportation, Metropolitan Transportation Authority, MTA Bridges and Tunnels, MTA New York City Transit, New Jersey Department of Transportation, New Jersey Transit Corporation, New Jersey Turnpike Authority, New York City Department of Transportation, New York State Bridge Authority, New York State Department of Transportation, New York State Thruway Authority, The Port Authority of New York and New Jersey, and Port Authority Trans-Hudson Corporation (collectively, the "Signatory Member Agencies") covers the period from January 1, 2014, through December 31, 2018.

WHEREAS, TRANSCOM Inc. is a non-profit corporation, as set forth in the Certificate of Incorporation of TRANSCOM Inc., its mission is to provide the support for and implementation of a successful partnership of regional transportation agencies, and a means of establishing a regional cooperative approach to transportation management, including a forum for the coordination of operating procedures, for improved agency communications, for the coordination of construction projects, and for the demonstration and implementation of various traffic management technologies to facilitate regional mobility across jurisdictional lines; and

WHEREAS, the Signatory Member Agencies are members of TRANSCOM, Inc., (hereinafter "TRANSCOM") as governed by the Bylaws of TRANSCOM, and desire that there be resources sufficient to ensure the ongoing existence of TRANSCOM, and agree to assist TRANSCOM by providing financial assistance to cover TRANSCOM's base operations expenses; and,

WHEREAS, in addition to such Signatory Member Agencies, three law-enforcement agencies; the New York State Police, the New Jersey State Police and the New York City Police Department; are also members of TRANSCOM and such law-enforcement agencies are collectively the "Non-Signatory Member Agencies";

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed as follows:

**1. Definitions:**

As used in this Agreement, the term "Signatory Member Agency" shall mean any one of the

Signatory Member Agencies of TRANSCOM, as listed above,

"Member Agencies" or "Members" shall mean the collective Member Agencies (including both Signatory Member Agencies and Non-Signatory Member Agencies) of TRANSCOM, as defined in the Bylaws of TRANSCOM, and "Member Agency" or "Member" shall mean any one of the Member Agencies.

"Board of Trustees of TRANSCOM" (also herein referred to as the "Board") shall mean the Board as constituted under the Bylaws of TRANSCOM.

The TRANSCOM "Fiscal Year" shall be defined as the calendar year.

"Annual Budget" shall mean the Annual TRANSCOM Budget as duly-approved by the Board, in accordance with the Bylaws. "Base Operations" or "Base Operations Activities" shall be defined as those activities that the Board of Trustees has determined that TRANSCOM will proactively pursue for the collective benefit of the Member Agencies, in order to provide core services to the Member Agencies and to secure TRANSCOM's continued operation. Activities with primarily collective benefits for all the Member Agencies are included in this category. The specific activities included in this category shall be those approved by the Board under the Annual Budget, as may be revised or redesignated by the Board from time to time. Such Base Operations Activities may also be referred to as "Category A" in Annual Budgets.

"Technical Investments" shall mean projects that the TRANSCOM Member Agencies have agreed will ensure the continued operation of systems for the essential collection and sharing of the information required to provide the transportation data to these agencies and the traveling public. This expense category, also known as "Tech Additions" in prior TRANSCOM Budgets, is intended to ensure a regular program of maintaining up-to-date hardware, operating systems, and application software, as well as cost effectiveness and efficiency in data exchange.

"Operations Support" shall mean collectively Base Operations and Technical Investments.

"The Three State DOTs" shall mean the New York State Department of Transportation (NYSDOT), the New Jersey Department of Transportation (NJDOT) and the Connecticut Department of Transportation (ConnDOT) collectively, and "State DOT" shall mean any one of the Three State DOTs.

**2. Purpose:**

The purpose of this Agreement is to renew the 2009-2013 TRANSCOM INC. Multi-Year Agreement and thus fund the Operations Support activities of TRANSCOM by means of the annual financial support of the Signatory Member Agencies as provided herein. TRANSCOM shall continue to operate in accordance with the Bylaws, as amended, incorporated herein by reference, as may be amended by the TRANSCOM Board from time to time.

**3. Operations Support Funding:**

Operation Support Funding is divided into two major categories; the first shared by all Signatory Members, the second shared between the Three State DOTs as provided in 3(a) and 3(b) respectively below.

**a. Signatory Member Operations Support:**

Each Signatory Member Agency shall contribute annual financial support toward the Annual Budget for Operations Support according to the Signatory Member Operations Support percent shares as set forth in EXHIBIT I of this Agreement, incorporated into and made part of this Agreement. Specifically, a portion of the costs for Base Operations and Technical Investments, shall be apportioned to the Signatory Member Agencies on the basis of these percent shares against that portion of the Annual Budget designated as the Total Signatory Member Operations Support, as determined and apportioned by the Board in the Annual Budget. (See EXHIBIT II, Table 1 for Fiscal Year 2014)

**b. Additional Operations Support - Three State Departments of Transportation:**

The services TRANSCOM provides have increased since its establishment and costs have increased. Further, it has been determined that certain TRANSCOM services align closely with the core missions of the Three State DOTs and such services are thereby eligible for certain additional federal funding. Therefore, in addition to the Signatory Member Operations Support funds, any applied revenues, and any carry-forward funds from prior fiscal years, an estimated amount of funds to meet the remaining portion of funds needed for Operations Support as apportioned by the Board in the Annual Budget, shall be provided to TRANSCOM, by the Three State DOTs ("Additional Operations Support") in percentages to be determined by the said Three State DOTs (See EXHIBIT II, Table 2 for Fiscal Year 2014). Such Additional Operations Support funds may have previously been referred to as "Stable Funding Initiative" or "budget shortfall" monies. Each of the Three State DOTs retain veto power over changes to the Annual Budget in regard to these Additional Operations Support funds, and each must be given

the opportunity to be present or otherwise partake in Board action in accordance with the TRANSCOM Bylaws at any Board meeting which seeks to amend the Annual Budget in regard to any of the Three State DOTs Additional Operations Support commitment. These Additional Operations Support funds shall be provided by the Three State DOTs in a timely manner so as not to impact TRANSCOM operations. In the event that in any Fiscal Year such Additional Operations Support funds are paid but are not fully expended, the excess unexpended Additional Operations Support amount shall either be returned to each of the Three State DOTs, or shall be re-programmed, as determined in each case by the respective State DOT. The amount to be credited to each State DOT shall be in the same percentage of Additional Operations Support each State DOT provided. The detailed procedure for this process in regard to federal funds is set forth in TRANSCOM Administrative Procedure (TAP) 1.0, which is incorporated herein by reference. In no way shall any unexpended amounts of the Three State DOTs' Additional Operations Support affect subsequent years' commitments by Member Agencies to pay Signatory Member Operations Support in the percentage shares presented in EXHIBIT I.

- c. A summary of the allocations for Signatory Member Operations Support and the Additional Operations Support by the Three State DOTs for Fiscal Year 2014, in accordance with the two preceding subparagraphs is presented in EXHIBIT II attached to this agreement.
- d. Changes to the Signatory Member Operations Support percent shares and/or an addition to the roster of Signatory Member Agencies in EXHIBIT I must be approved by the Board. Any such duly-authorized adjustments shall not require a formal amendment to this agreement executed by the signatories to this Agreement; instead, the appropriate alterations or additions shall be indicated by the TRANSCOM Executive Director on a revised and restated EXHIBIT I to be reprinted and distributed to all of the Member Agencies, as if the affected provisions had been so written at the time of execution of this Agreement. In the event that the adjustment entails the addition of a Signatory Member Agency, then that agency shall execute a signatory page consistent with the form of this Agreement, in which the agency commits to the terms of this Agreement and its assigned percent share.
- e. NJDOT agrees to take the lead role in coordinating the flow of Federal funds to TRANSCOM for Operations Support on behalf of the Three State DOTs pursuant to a Fund-Sharing Cooperative Agreement to be executed between them. NJDOT shall however, have a right to withdraw from such lead role upon 90-days written notice to the Board.

- f. Each Member Agency may engage TRANSCOM for supplemental Member-Specific services via separate contractual and funding arrangements which fall outside the scope of this Agreement. Such Member-Specific services may also be referred to as "Category B" funds in the Annual Budget.

**4. Incorporation of Exhibits/Addenda:**

All Exhibits and Addenda either attached hereto or subsequently approved in writing are understood by the undersigned to be incorporated into and made part of this Agreement.

**5. Agreement Renewal/Amendment:**

This Agreement may be renewed and/or amended by a writing signed by all parties, except as otherwise set forth in section 3(d).

**6. Other Amendments:**

Any amendment shall require a written amendment executed by all of the signatories hereto, except as otherwise set forth in section 3(d).

**7. Termination:**

Any party may terminate its participation in this Agreement upon providing a 60-day written notice to the other parties. Notwithstanding the effectiveness of such termination, the terminating party shall remain obligated for its total contribution through the end of the TRANSCOM Fiscal Year in effect at the end of the 60-day notice period.

**8. Entire Agreement:**

The entire Agreement between the parties is contained herein, and no change in, modification to, termination, or discharge of this Agreement in any form whatsoever shall be valid or enforceable unless it is in writing and signed by all the parties, except as otherwise provided within this Agreement. In those instances where additional terms and conditions to this Agreement are required by law or which are required by any State Attorney General or Comptroller before approval of this Agreement can take place in order for a Signatory Member Agency to make payment for Operations Support pursuant to this Agreement, nothing in the Agreement shall prevent TRANSCOM from entering into agreement(s) containing such provisions for each fiscal year. Each Individual Signatory Member Agency may enter into agreements to provide any such funds jointly if they so choose.

**9. Assignment:**

This Agreement being based upon the special qualifications of each signatory, any assignment or other transfer of this Agreement or of any part hereof without the express consent in writing of the other parties shall be void and of no effect.

**10. Liability:**

No commissioner, board member, officer, agent, or employee of any party shall be charged personally by any party with any liability or held liable under any term or provision of this Agreement, or because of its execution or because of any breach hereof.

**11. Immunity and Defense:**

No signatory hereto or Member Agency has agreed to waive any defense, right, immunity, or other protection under law, including any statutory provision, by entering into this agreement or otherwise participating in TRANSCOM.

**12. Executory Clauses:**

No signatory to this Agreement shall have any liability under any terms of this Agreement beyond the funds appropriated and available to it for this Agreement.

In accordance with Section 41 of the N.Y. State Finance Law, neither the State of New York nor any of its agencies shall have any liability under any terms of this Agreement beyond funds appropriated and available to them for this Agreement and in accordance with Section 112 of the N.Y. State Finance Law, this Agreement shall not be binding upon the State of New York or its agencies until approved by the New York State Comptroller and filed in his office. TRANSCOM shall submit to the New York State Department of Transportation a FIN 421–New York State Department of Transportation Consultant Payment Request, at which time the Department shall encumber the necessary funds and make the assigned percentage payment.

The New York State Thruway Authority shall have no liability under any terms of this Agreement or any program authorized under it beyond funds expressly authorized and approved by the New York State Thruway Authority Board. Annual Operations Support funds shall be payable to: TRANSCOM, Inc., 111 Town Square Place, 6<sup>th</sup> Floor, Suite 605, Jersey City, NJ 07310, Federal ID #22-3606706. This Agreement shall not be binding upon the New York State Thruway Authority until approved as to form by the Attorney General of the State of New York and approved by the Office of the New York State Comptroller.

The New York State Bridge Authority shall have no liability under any terms of this Agreement or any program authorized under it beyond funds expressly authorized and approved by the New York State Bridge Authority Board.

This Agreement shall not be binding upon the New York City Department of Transportation until approved as to form by the Corporation Counsel of the City of New York.

This Agreement shall not be binding upon the New Jersey Department of Transportation until approved as to form by the Attorney General of the State of New Jersey.

The New Jersey Department of Transportation shall have no liability under any terms of this Agreement or any program authorized under it, beyond funds expressly appropriated and approved by the New Jersey Department of Transportation for this Agreement.

The New Jersey Turnpike Authority shall have no liability under any terms of this Agreement or any program authorized under it, beyond funds expressly appropriated and approved by the New Jersey Turnpike Authority Commissioners for this Agreement.

New Jersey Transit shall have no liability under any terms of this Agreement or any program authorized under it, beyond funds expressly appropriated and approved by New Jersey Transit for this Agreement.

This Agreement shall not be binding upon New Jersey Transit until approved as to form by the Attorney General of the State of New Jersey.

The Connecticut Department of Transportation shall have no liability under any term of this Agreement or any program authorized under it, beyond funds expressly appropriated and approved by the State of Connecticut.

This Agreement shall not be binding upon the Connecticut Department of Transportation until approved as to form by the Attorney General of the State of Connecticut.

The Port Authority of New York and New Jersey shall have no liability under any terms of this Agreement or any program authorized under it beyond funds expressly authorized and approved by the Board of Commissioners of The Port Authority of New York and New Jersey.

The Port Authority Trans-Hudson Corporation shall have no liability under any terms of this Agreement or any program authorized by it beyond funds expressly authorized and approved by the Board of Directors of the Port Authority Trans-Hudson Corporation.

**13. No Binding Arbitration:**

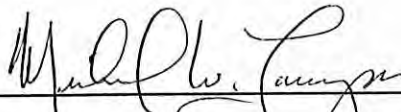
Disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be heard in a court of competent jurisdiction.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed as of the date set forth above.


AGENCY SIGNATURE PAGE

Connecticut Department of Transportation

ATTEST:

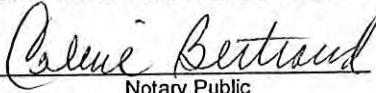
By:   
 Name: Michael W. Loney  
 Title: Bureau Chief  
 Date: 4/28/14

REVIEWED AND APPROVED AS TO FORM:

By:   
 Name: CHARLES DRDA  
 Title: MADUT ADMINISTRATOR  
 Date: 4/28/14

State of CT  
 County of Hartford SS:

On this 28th day of April, 2014, before me personally came and appeared Michael W. Loney to me known, who being by me duly sworn, did depose and say, that he/she is the Bureau Chief of Highway Operations, the TRANSCOM member on behalf of which he/she executed the foregoing instrument, and he/she acknowledged to me that said execution was as and for the act and deed of said TRANSCOM member.

 Notary Public  
 My Commission Expires 10/31/2017



Metropolitan Transportation Authority

ATTEST:

By: [Signature]

Name: ROBERT E. FORAN

Title: CHIEF FINANCIAL OFFICER

Date: 5/14/14

REVIEWED AND APPROVED AS TO FORM:

By: [Signature]

Name: JEROME F. PAGE

Title: GENERAL COUNSEL

Date: 5/14/14

State of NY  
County of Richmond SS:

On this 14 day of MAY, 2014, before me personally came and appeared Bob Foran, to me known, who being by me duly sworn, did depose and say, that he/she is the CEO of MTA, the TRANSCOM member on behalf of which he/she executed the foregoing instrument, and he/she acknowledged to me that said execution was as and for the act and deed of said TRANSCOM member.

[Signature]  
Notary Public

JANET TANON  
NOTARY PUBLIC, STATE OF NEW YORK  
NO:01TA6245144  
QUALIFIED IN RICHMOND COUNTY  
COMMISSION EXPIRES JULY 18, 2015

AGENCY SIGNATURE PAGE

MTA Bridges and Tunnels

ATTEST:

By: [Signature]

Name: James Ferrara

Title: President

Date: 5/16/2014

REVIEWED AND APPROVED AS TO FORM:

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

State of NY SS:  
County of NY

On this 16th day of May, 2014, before me personally came and appeared JAMES FERRARA, to me known, who being by me duly sworn, did depose and say, that he/she is the PRESIDENT of MTA BRIDGES AND TUNNELS, the TRANSCOM member on behalf of which he/she executed the foregoing instrument, and he/she acknowledged to me that said execution was as and for the act and deed of said TRANSCOM member.

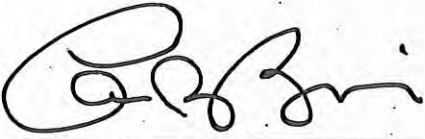
[Signature]  
Notary Public

RONALD L. MILLER  
NOTARY PUBLIC, State of New York  
No. 31-4937879  
Qualified in New York County  
Com. Expires 2/18/2014

AGENCY SIGNATURE PAGE

MTA New York City Transit

ATTEST:

By: 

Name: CARMEN BIANCO

Title: PRESIDENT

Date: 5/13/14

REVIEWED AND APPROVED AS TO FORM:

By: 

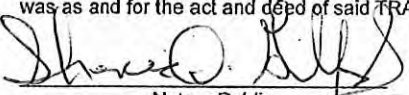
Name: LAWRENCE G. ELUTO

Title: DEPUTY EXECUTIVE ASSISTANT GENERAL COUNSEL

Date: MAY 12, 2014

State of New York  
County of New York SS:

On this 13<sup>th</sup> day of May, 2014, before me personally came and appeared Carmen Bianco, to me known, who being by me duly sworn, did depose and say, that he/she is the President of NEW YORK CITY TRANSIT AUTHORITY the TRANSCOM member on behalf of which he/she executed the foregoing instrument, and he/she acknowledged to me that said execution was as and for the act and deed of said TRANSCOM member.

  
Notary Public

**SHAREE D. GILFORD**  
Notary Public, State of New York  
No. 01GI4945081  
Qualified in Bronx County  
Commission Expires December 12, 2014

AGENCY SIGNATURE PAGE

New Jersey Department of Transportation

DHANESH MOTIANI, ASSISTANT COMMISSIONER  
TRANSPORTATION SYSTEMS MANAGEMENT

Sign: [Signature]

Date: 5/12/14

ATTEST:

By: [Signature]

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

IACQUELINE TRAUSI  
SECRETARY  
NEW JERSEY  
DEPARTMENT OF TRANSPORTATION

Date: May 12, 2014

REVIEWED AND APPROVED AS TO FORM:

By: [Signature]

Name: SUDHA V. RAZA

Title: DAG

Date: 5/6/14

State of \_\_\_\_\_  
County of \_\_\_\_\_ SS:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2014, before me personally came and appeared \_\_\_\_\_, to me known, who being by me duly sworn, did depose and say, that he/she is the \_\_\_\_\_ of \_\_\_\_\_, the TRANSCOM member on behalf of which he/she executed the foregoing instrument, and he/she acknowledged to me that said execution was as and for the act and deed of said TRANSCOM member.

\_\_\_\_\_  
Notary Public

AGENCY SIGNATURE PAGE

New Jersey Transit

ATTEST:

By: Veronique Hakim

Name: Veronique Hakim

Title: Executive Director

Date: 4/14/14

REVIEWED AND APPROVED AS TO FORM: JOHN J. HOFFMAN  
ACTING ATTORNEY GENERAL  
OF NEW JERSEY

By: [Signature]

Name: KENNETH M. WORTON

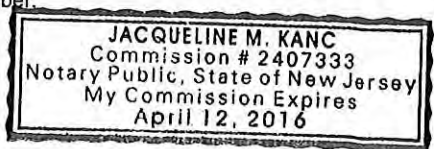
Title: DEPUTY ATTORNEY GENERAL

Date: 4/14/14

State of NJ  
County of Essex SS:

On this 14 day of April, 2014, before me personally came and appeared Veronique Hakim to me known, who being by me duly sworn, did depose and say, that he/she is the Executive Director of NJ Transit the TRANSCOM member on behalf of which he/she executed the foregoing instrument, and he/she acknowledged to me that said execution was as and for the act and deed of said TRANSCOM member.

[Signature]  
Notary Public



AGENCY SIGNATURE PAGE

New Jersey Turnpike Authority

NEW JERSEY TURNPIKE AUTHORITY

By: [Signature] EXECUTIVE DIRECTOR

NAME: Joseph W. Mrozek

DATE: April 14, 2014

ATTEST:  
By: [Signature]

Name: Sheri Ann Czajkowski

Title: Secretary to the Authority

Date: April 14, 2014

REVIEWED AND APPROVED AS TO FORM:

By: [Signature]

Name: Bruce A. Harris

Title: General Counsel

Date: April 14, 2014

State of New Jersey  
County of Middlesex

On this 14th day of April, 2014, before me personally came and appeared Joseph W. Mrozek, to me known, who being by me duly sworn, did depose and say, that he/she is the Executive Director of the NJTA the TRANSCOM member on behalf of which he/she executed the foregoing instrument, and he/she acknowledged to me that said execution was as and for the act and deed of said TRANSCOM member.

[Signature]  
Notary Public

JACKIE L. ROONEY  
A Notary Public of New Jersey  
My Commission Expires March 30, 2018

AGENCY SIGNATURE PAGE

New York City Department of Transportation

ATTEST:

By: Lori Ardito

Name: Lori Ardito

Title: First Deputy Comm

Date: 4/25/2014

REVIEWED AND APPROVED AS TO FORM:

By: Steve Stein Ardito

Name: CUSHMAN

Title: Acting Corporation Counsel

Date: APR 21 2014

State of New York  
County of New York SS:

On this 25<sup>th</sup> day of April, 2014, before me personally came and appeared Lori Ardito, to me known, who being by me duly sworn, did depose and say, that he/she is the First Deputy Comm of MCDOT the TRANSCOM member on behalf of which he/she executed the foregoing instrument, and he/she acknowledged to me that said execution was as and for the act and deed of said TRANSCOM member.

Joseph Fucillo  
Notary Public

JOSEPH FUCCILLO  
Notary Public, State of New York  
No. 02FU6109949  
Qualified in Queens County  
Commission Expires May 24, 2016

AGENCY SIGNATURE PAGE

New York State Bridge Authority

ATTEST:

By: Joseph Ruggiero

Name: Joseph Ruggiero

Title: Executive Director

Date: 4-28-14

REVIEWED AND APPROVED AS TO FORM:

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

State of New York  
County of Ulster SS:

On this 28th day of April, 2014, before me personally came and appeared Joseph Ruggiero, to me known, who being by me duly sworn, did depose and say, that he/she is the Executive Director of NYS Bridge Authority, the TRANSCOM member on behalf of which he/she executed the foregoing instrument, and he/she acknowledged to me that said execution was as and for the act and deed of said TRANSCOM member.

Gina Basile  
Notary Public

GINA BASILE  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01BA6254400  
Qualified in Dutchess County  
My Commission Expires 11/7/16



AGENCY SIGNATURE PAGE

New York State Department of Transportation

ATTEST:

By: [Signature]

Name: William A Howe

Title: Director of Contracts

Date: 4/11/14

REVIEWED AND APPROVED AS TO FORM:

By: [Signature]

Name: Alec Mairwald

Title: Associate Attorney

Date: 4/11/14

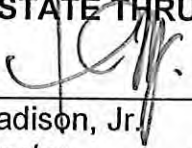
State of New York  
County of Albany SS:

On this 16th day of April, 2014, before me personally came and appeared William A. Howe to me known, who being by me duly sworn, did depose and say, that he/she is the Director of contracts, the TRANSCOM member on behalf of which he/she executed the foregoing instrument, and he/she acknowledged to me that said execution was as and for the act and deed of said TRANSCOM member.

[Signature]  
Notary Public

NORMAN W. KEE  
Notary Public, State of New York  
No. 02KE6154257  
Qualified in New York County  
Commission Expires October 23, 2014

NEW YORK STATE THRUWAY AUTHORITY

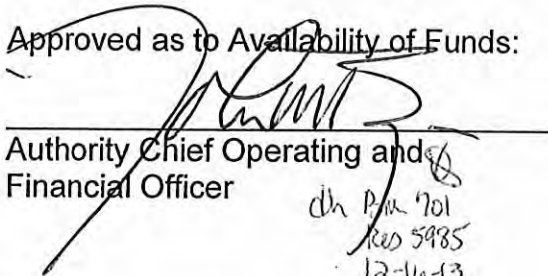
  
Thomas J. Madison, Jr.  
Executive Director

Date

~~4/30/14~~ 5/1/14

NEW YORK STATE

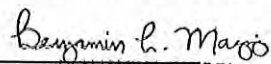
Approved as to Availability of Funds:

  
Authority Chief Operating and  
Financial Officer

Ch P.M. 701  
REV 5985  
12-16-13

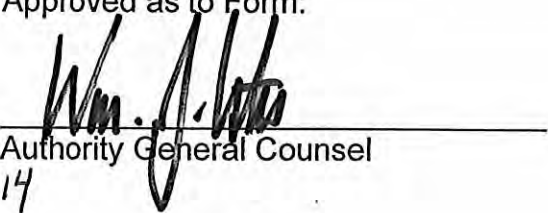
Approved as to Form:

Attorney General

APPROVED AS TO FORM  
NYS ATTORNEY GENERAL  
  
JUN 02 2014  
  
  
BENJAMIN L. MAGGI  
ASSISTANT ATTORNEY GENERAL

Date

Approved as to Form:

  
Authority General Counsel

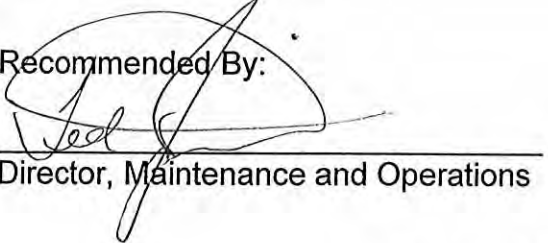
EG  
4/29/14

Thomas P. DiNapoli  
State Comptroller

By

Date

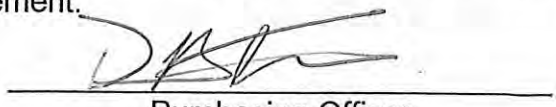
Recommended By:

  
Director, Maintenance and Operations

APPROVED  
DEPT. OF AUDIT & CONTROL  
  
JUN 27 2014  
  
  
FOR THE STATE COMPTROLLER

CERTIFICATION FOR C010177

In addition to the acceptance of this Agreement, the Authority certifies that original or original duplicates, of this signature page will be attached to all original or original duplicates, of this Agreement.

  
Purchasing Officer

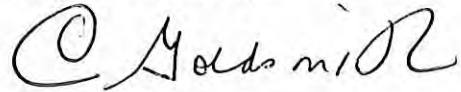
**NEW YORK STATE THRUWAY AUTHORITY  
Contract C010177**

STATE OF NEW YORK )

) SS:

COUNTY OF ALBANY )

On this <sup>1<sup>st</sup></sup> day of May, 2014, before me personally came THOMAS J. MADISON, JR. to me known and known to me to be the EXECUTIVE DIRECTOR of the NEW YORK STATE THRUWAY AUTHORITY, who being by me duly sworn, did depose and say that he is the EXECUTIVE DIRECTOR of the NEW YORK STATE THRUWAY AUTHORITY, located at 200 Southern Boulevard, Albany, New York 12209, the public corporation described in and which executed the foregoing instrument; that the Board constituting the NEW YORK STATE THRUWAY AUTHORITY has authorized him to execute the foregoing instrument; and that he signed his name thereto by such authority.



Notary Public

**EDNA GOLDSMITH**  
Notary Public, State of New York  
No. 02GO5076812  
Qualified in Rensselaer County  
Commission Expires April 28, 2015

AGENCY SIGNATURE PAGE

Port Authority of New York & New Jersey

ATTEST:

By: [Signature]

Name: CEDRICK T. FULTON

Title: DIRECTOR

Date: 5-1-14

REVIEWED AND APPROVED AS TO FORM:

By: [Signature]

Name: Veronica Rodriguez

Title: Attorney

Date: 4/17/14

State of New Jersey SS:

County of Hudson

On this 1st day of May, 2014, before me personally came and appeared Diannae Ely, to me known, who being by me duly sworn, did depose and say, that he/she is the Deputy Director of PA's 4217, the TRANSCOM member on behalf of which he/she executed the foregoing instrument, and he/she acknowledged to me that said execution was as and for the act and deed of said TRANSCOM member.

**VANESSA T FERNANDEZ GAMA**

[Signature]  
ID # 2429868  
NOTARY PUBLIC

STATE OF NEW JERSEY

My Commission Expires Feb. 11, 2018

AGENCY SIGNATURE PAGE

Port Authority Trans-Hudson Corporation

ATTEST:

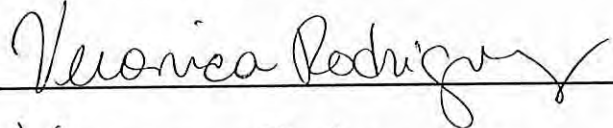
By: 

Name: Stephen Kingsberry

Title: Director/General Manager

Date: 4/29/14

REVIEWED AND APPROVED AS TO FORM:

By: 

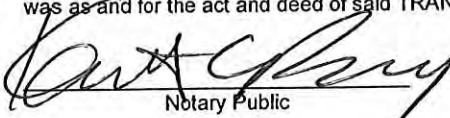
Name: Veronica Rodriguez

Title: Attorney

Date: 4/17/14

State of New Jersey  
County of Hudson SS:

On this 30 day of April, 2014, before me personally came and appeared Stephen Kingsberry to me known, who being by me duly sworn, did depose and say, that he/she is the GM/Director of PATH the TRANSCOM member on behalf of which he/she executed the foregoing instrument, and he/she acknowledged to me that said execution was as and for the act and deed of said TRANSCOM member.

  
Notary Public

KENNETH C. BRANSKY  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 12/1/2017

EXHIBIT I

TRANSCOM SIGNATORY MEMBER OPERATIONS SUPPORT PERCENT SHARES

<b>Agency</b>	<b>Percent Share</b>
New Jersey Department of Transportation	15.69%
New York State Department of Transportation	15.69%
Port Authority of New York & New Jersey	15.69%
MTA Bridges and Tunnel	7.84%
Metropolitan Transportation Authority	7.84%
New Jersey Turnpike Authority	7.84%
New York City Department of Transportation	7.84%
Connecticut Department of Transportation	3.93%
MTA New York City Transit	3.93%
New Jersey Transit	3.93%
New York State Thruway Authority	3.93%
Port Authority Trans-Hudson Corporation	3.93%
New York State Bridge Authority	<u>1.96%</u>
	<u>100.00%</u>

**EXHIBIT II**

**SUMMARY OF TRANSCOM SIGNATORY MEMBER OPERATIONS SUPPORT  
AND ADDITIONAL OPERATIONS SUPPORT FOR FISCAL YEAR 2014**

Table 1

**Signatory Member Operations Support Percent Shares, Fiscal Year 2014 Commitment**

<u>Agency</u>	<u>Percent Share</u>	<u>Amount</u>
New Jersey Department of Transportation	15.69%	\$ 537,768
New York State Department of Transportation	15.69%	\$ 537,768
Port Authority of New York & New Jersey	15.69%	\$ 537,768
MTA Bridges and Tunnel	7.84%	\$ 269,120
Metropolitan Transportation Authority	7.84%	\$ 269,120
New Jersey Turnpike Authority	7.84%	\$ 269,120
New York City Department of Transportation	7.84%	\$ 269,120
Connecticut Department of Transportation	3.93%	\$ 134,903
MTA New York City Transit	3.93%	\$ 134,903
New Jersey Transit	3.93%	\$ 134,903
New York State Thruway Authority	3.93%	\$ 134,903
Port Authority Trans-Hudson Corporation	3.93%	\$ 134,903
New York State Bridge Authority	1.96%	\$ 67,280
<hr/>		
Total Signatory Member Operations Support	100.00%	\$ 3,431,582

Table 2

**Additional Operations Support Percent Shares, Fiscal Year 2014 Commitment**

<u>Agency</u>	<u>Percent Share</u>	<u>Amount</u>
New York State Department of Transportation	50.00%	\$1,804,427
New Jersey Department of Transportation	45.00%	\$1,623,985
Connecticut Department of Transportation	5.00%	\$180,443
<hr/>		
Total Additional Operations Support	100.00%	\$ 3,608,855

Table 3

**Total Operations Support Commitment, Fiscal Year 2014\***      \$ 7,040,437

*\* Note, commitments for funding by individual Member Agencies for Supplemental Member-Specific services (if any) are not included*