Nassau County

Office of the County Executive

Staff Summary

584/11

Subject
Establishment and Operation of County Bus System
Department
Nassau County Office of Real Estate Services
Department Head Name
Edward P. Mangano
Department Head Signature
Project Manager Name
Carl Schroeter, Director, Office of Real Estate Services

Internal Approvals			
Date & Init.	**Approval**	**Date & Init.**	**Approval**
	Dept. Head	11/9/11	Legislative Affairs.
11/10	Budget	11/9/11	County Atty.
	Deputy C.E.	11/14/11	County Exec.

Purpose

To enact a Local Law **(Attachment A)** to authorize the County Executive to execute a contract with Veolia Transportation Services, Inc. to operate the County's fixed route transit and paratransit bus system, establish the Nassau County Bus Transit Committee and to authorize the County to take such other actions in order to operate and maintain such system.

Discussion

History of Bus Operations

Since 1973, the County's fixed route transit and paratransit services (the "Bus System") have been operated by Metropolitan Suburban Bus Authority (operating as Long Island Bus) ("LI Bus") under a lease and operating agreement between the County and LI Bus. Under such agreement, the County has been providing a subsidy to LI Bus for the operation, most recently, in the amount of $9.1 million.

Recently, the Metropolitan Transportation Authority ("MTA"), the parent authority of LI Bus, informed the County that it would no longer provide any funding to LI Bus for the operation of the Bus System. In addition, to make up for this shortfall in funding, MTA demanded that the County contribute an additional $26 million in subsidy to LI Bus in order to keep the Bus System running. The County, not being able to contribute such funding to the Bus System, engaged in negotiations with the MTA to keep LI Bus operating the Bus System. On April 27, 2011 MTA notified Nassau County it would not operate LI Bus effective January 1, 2012.

Procurement of Veolia Transportation Services, Inc.

Exploring its options to operate LI Bus, on December 3, 2010, the Office of Real Estate Services issued a Request for Proposals (the "RFP"), the purpose of which was to receive proposals for the safe and efficient operation of Nassau's Bus System. The RFP was written collaboratively with members of the Office of Real Estate Services, the Department of Planning and the County Attorney's Office. On December 22, 2010, proposals in response to the RFP were received from the following firms:

1. First Transit, Inc. ("First Transit")
2. MV Transportation, Inc. ("MV")
3. Veolia Transportation Services, Inc. ("Veolia")

A proposal evaluation committee (the "Committee") was formed to evaluate the responses and was composed of one member of the Office of Real Estate Services, three members of the Department of Planning, one member of the Office for the Physically Challenged and one member of the Coordinating Agency for Spanish Americans. The Committee was provided copies of the RFP and the responses.

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On January 26, 2011, interviews with all three proposers were held. On March 4, 2011, the MTA announced that it planned to eliminate 56% of routes in operation. In response, a request was sent to the three proposers asking for additional information on such proposers' plans to make fixed route service adjustments. Responses to this request were received by March 21, 2011 (the due date set forth in the request) and were distributed to the members of the Committee.

Based on the proposals, two sets of interviews, an independent cost estimate (provided by the Office of Management and Budget), the additional information received from the proposers and the responses to Best and Final Offers from both MV and Veolia, the Committee members' scores were tallied with Veolia receiving the highest score.

Provisions of the Veolia Contract

The County is proposing to enter into an agreement (the "Agreement", attached as **Attachment B**) with Veolia to manage all aspects of the operation of the Bus System for an initial term of five (5) years with a potential renewal term (at the discretion of the County) for an additional five years. Under the agreement, Veolia will perform all of the tasks necessary for the operation of the Bus System, including the following:

1. All service planning and service design
2. Financial planning, both long term and annually (as described below)
3. Grant management and assistance with capital planning
4. All administrative services
5. Customer relations
6. Marketing
7. Schedules and routing – in part subject to transit committee
8. Administration of sub-contracts and procurement activities
9. Employee and labor relations
10. Maintenance of the County's transit vehicles, facilities and equipment.

The maximum amounts payable by the County under the agreement are those amounts of funding received from federal and state sources, farebox revenues, advertising revenues generated by the Bus System and other non-operating revenues. In the first year of the contract, the cost of the system is capped at $106,357,756. The remaining four years of the initial term of the contract, and the five years of the renewal term, are capped as well at those amounts the County and Veolia estimate will be available from the sources listed above. Such amounts are listed in the Agreement.

Veolia is required develop an annual plan and budget for review and approval by the Bus Transit Committee, with quarterly reviews as the year goes on. The annual budget will describe all sources of funding and expenses for the coming fiscal year, along with any service changes that may be deemed necessary by Veolia. Such annual budgets and plans and quarterly reviews will be reviewed by, and judgment on such annual budgets and plans and quarterly reviews will be made by, a newly-created Nassau County Bus Transit Committee (the "Committee"), made up of five members appointed by the County Executive, with one representative recommended by the Majority and one representative recommended by the Minority.

All employees working in conjunction with the Bus System will be Veolia employees. Veolia will conduct all labor negotiations and enter into any collective bargaining agreements.

Provisions of the Local Law

The Local Law submitted here has four main provisions:

1. Authorization to operate the Bus System
2. Establishment of the Nassau County Bus Transit Committee
3. Authorization to enter into an agreement with Veolia Transportation Services, Inc. to operate the Bus System

ATTACHMENT A

LOCAL LAW

Introduced by

PROPOSED LOCAL LAW NO. – 2011

A LOCAL LAW IN RELATION TO THE MANAGEMENT AND OPERATION OF A NASSAU COUNTY FIXED ROUTE TRANSIT AND PARATRANSIT BUS SYSTEM.

APPROVED AS TO FORM

Deputy County Attorney

WHEREAS, pursuant to Section 119-r of the General Municipal Law and Local Law 15-1972, Nassau County is authorized to provide mass transportation services within Nassau County; and

WHEREAS, pursuant to Title 10 of the Miscellaneous Laws of Nassau County and Local Law 15-1972, the County is authorized to contract with public or private entities for the management, operation and maintenance of such services; and

WHEREAS, since 1973, such services were provided by the Metropolitan Transportation Authority ("MTA") pursuant to a Lease and Operating Agreement; and

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WHEREAS, the governing board of the MTA has voted to terminate such Lease and Operating Agreement as of December 31, 2011; and

WHEREAS, this Legislature determines that such services could be managed and operated more efficiently by a private entity; now, therefore,

BE IT ENACTED by the County Legislature as follows:

Section 1. A new section 209 is added to the County Government Law of Nassau County as follows;

§ 209. Nassau County Bus System.

1. Definitions

a. "Transportation facilities" shall mean any tangible means of moving people and things from place to place or the structures necessary to support the process of moving people and things from place to place.

b. "Bus system" shall mean a bus system, including corresponding paratransit services, which operates pursuant to certain routes and schedules.

c. "Roadway" shall mean any public or private street, highway or road, regardless of location.

2. Operation of a Bus System in Nassau County. There shall be a bus system that will operate on roadways within the County and anywhere else authorized by agreement or by State, Federal or Local Law or on any other roadway upon which a route operated by the Metropolitan Suburban Bus Authority d/b/a Long Island Bus operates as of the enactment of this Local Law. Such system shall be owned by the County, provided that the County may, pursuant to section 119-r of the General Municipal Law and Local Law 15-1972, contract with any person, corporation or public authority for the management, operation and maintenance of the bus

system. Any person, corporation or public authority that the County contracts with for the management, operation and maintenance of the bus system shall be authorized to use the transportation facilities owned by the County as provided for in the contract between the County and that person, entity or public authority.

3. Nassau County Bus Transit Committee

a. There is hereby established within the Office of the County Executive a Nassau County Bus Transit Committee (hereinafter "Transit Committee"). The Transit Committee shall review the budgets, fare structures, fees and service proposed by County or the person, entity or public authority with which the County contracts for the management, operation and maintenance of the bus system established pursuant to subsection 2 of this section, and have the authority to approve, disapprove, propose modifications to or negotiate changes to such budgets, fare structures, fees and service adjustments. The Transit Committee shall meet with the contracted person, entity or public authority as needed to timely review and take such actions as permitted by this law and make recommendations to the County Executive regarding the operation of the bus system. The Transit Committee shall report to the County Executive in writing not less than once per quarter of every calendar year on the performance of the contracted operator, if any, and the performance of the bus system generally. On January 1 of each year, the County Executive shall have the authority to adjust the powers of the Transit Committee so as to reduce such powers.

b. The actions of the Transit Committee shall be subject to all applicable laws, rules and regulations pertaining to Nassau County boards and commissions and the members and staff thereof, including, but not limited to, the Nassau County Code of Ethics, codified as section 2218 of the Nassau County Charter, the New York State Freedom of Information Law, codified as

Article 6 of the New York State Public Officers Law, and the New York State Open Meetings Law, codified as Article 7 of the New York State Public Officers Law.

c. The Transit Committee shall consist of five members, initially appointed no later than February 15, 2012. The members of the Transit Committee shall be appointed by, and serve at the pleasure of, the County Executive. One member initially appointed to the Transit Committee shall be appointed on the recommendation of the Presiding Officer of the County Legislature and one member initially appointed to the Transit Committee shall be appointed on the recommendation of the Minority Leader of the County Legislature. Each appointee shall, at a minimum, be a Nassau County resident and have professional transportation experience, or equivalent business experience, in the New York Metropolitan Transportation Council region. Under no circumstances shall any officer or employee of Nassau County or any entity the County has contracted with to operate the bus system established pursuant to subsection 2 of this section, or any subcontractor to such entity, serve on the Transit Committee.

d. All members of the Transit Committee shall complete, at a minimum, four hours of training each year designed to enable such members to effectively carry out their duties. Such training shall be approved by the County Attorney and may include, but shall not be limited to, training provided by a regional or county agency, board, council or commission, county attorney's office, state agency, statewide municipal association, college or other similar entity.

e. The members of the Transit Committee may receive a per diem compensation from the County, to be determined by the County Executive, for each day spent in the performance of their duties and they shall be reimbursed by the County for their reasonably necessary expenses actually incurred related to their duties as members of the Transit Committee. A quorum of the Transit Committee shall consist of no fewer than three members. The Transit Committee shall

annually elect a chairperson, and prepare written minutes of each of its meetings. Minutes shall at a minimum record all votes and actions taken by the Transit Committee at each meeting, and include copies of all meeting agendas. The County Executive has the discretion to assign County staff to assist the Transit Committee in carrying out its duties.

§ 2. The County Executive is hereby authorized to execute a contract with Veolia Transportation Services, Inc., for the management, operation and maintenance of the bus system established in subsection 2 of this section, as well as any and all ancillary agreements related thereto, including modifications or amendments of said contract, as well as any other agreements necessary to carry out the provisions of such contract or otherwise operate the bus system.

§3. It is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that the adoption of this local law is a "Type II" Action within the meaning of Section 617.5(c)(20) of 6 N.Y.C.R.R. ("routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment"), and, accordingly, is of a class of actions which do not have a significant effect on the environment; and no further review is required.

§4. Severability. If any clause, sentence, paragraph, section or part of any section of this title shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, section or part thereof directly involved in the controversy and in which such judgment shall have been rendered

§5. Effective Date. This local law shall be effective immediately.

Introduced by

LOCAL LAW NO. – 2011

A LOCAL LAW IN RELATION TO THE MANAGEMENT AND OPERATION OF A NASSAU COUNTY FIXED ROUTE TRANSIT AND PARATRANSIT BUS SYSTEM.

APPROVED AS TO FORM

Deputy County Attorney

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WHEREAS, since 1973, such services were provided by the Metropolitan Transportation Authority ("MTA") pursuant to a Lease and Operating Agreement; and

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WHEREAS, the governing board of the MTA has voted to terminate such Lease and Operating Agreement as of December 31, 2011; and

WHEREAS, this Legislature determines that such services could be managed and operated more efficiently by a private entity; now, therefore,

BE IT ENACTED by the County Legislature as follows:

Section 1. A new section 209 is added to the County Government Law of Nassau County as follows;

§ 209. Nassau County Bus System.

1. Definitions

a. "Transportation facilities" shall mean any tangible means of moving people and things from place to place or the structures necessary to support the process of moving people and things from place to place.

b. "Bus system" shall mean a bus system, including corresponding paratransit services, which operates pursuant to certain routes and schedules.

c. "Roadway" shall mean any public or private street, highway or road, regardless of location.

2. Operation of a Bus System in Nassau County. There shall be a bus system that will operate on roadways within the County and anywhere else authorized by agreement or by State, Federal or Local Law or on any other roadway upon which a route operated by the Metropolitan Suburban Bus Authority d/b/a Long Island Bus operates as of the enactment of this Local Law. Such system shall be owned by the County, provided that the County may, pursuant to section 119-r of the General Municipal Law and Local Law 15-1972, contract with any person, corporation or public authority for the management, operation and maintenance of the bus

system. Any person, corporation or public authority that the County contracts with for the management, operation and maintenance of the bus system shall be authorized to use the transportation facilities owned by the County as provided for in the contract between the County and that person, entity or public authority.

3. Nassau County Bus Transit Committee

a. There is hereby established within the Office of the County Executive a Nassau County Bus Transit Committee (hereinafter "Transit Committee"). The Transit Committee shall review the budgets, fare structures, fees and service proposed by County or the person, entity or public authority with which the County contracts for the management, operation and maintenance of the bus system established pursuant to subsection 2 of this section, and have the authority to approve, disapprove, propose modifications to or negotiate changes to such budgets, fare structures, fees and service adjustments. The Transit Committee shall meet with the contracted person, entity or public authority as needed to timely review and take such actions as permitted by this law and make recommendations to the County Executive regarding the operation of the bus system. The Transit Committee shall report to the County Executive in writing not less than once per quarter of every calendar year on the performance of the contracted operator, if any, and the performance of the bus system generally. On January 1 of each year, the County Executive shall have the authority to adjust the powers of the Transit Committee so as to reduce such powers.

b. The actions of the Transit Committee shall be subject to all applicable laws, rules and regulations pertaining to Nassau County boards and commissions and the members and staff thereof, including, but not limited to, the Nassau County Code of Ethics, codified as section 2218 of the Nassau County Charter, the New York State Freedom of Information Law, codified as

Article 6 of the New York State Public Officers Law, and the New York State Open Meetings Law, codified as Article 7 of the New York State Public Officers Law.

c. The Transit Committee shall consist of five members, initially appointed no later than February 15, 2012. The members of the Transit Committee shall be appointed by, and serve at the pleasure of, the County Executive. One member initially appointed to the Transit Committee shall be appointed on the recommendation of the Presiding Officer of the County Legislature and one member initially appointed to the Transit Committee shall be appointed on the recommendation of the Minority Leader of the County Legislature. Each appointee shall, at a minimum, be a Nassau County resident and have professional transportation experience, or equivalent business experience, in the New York Metropolitan Transportation Council region. Under no circumstances shall any officer or employee of Nassau County or any entity the County has contracted with to operate the bus system established pursuant to subsection 2 of this section, or any subcontractor to such entity, serve on the Transit Committee.

d. All members of the Transit Committee shall complete, at a minimum, four hours of training each year designed to enable such members to effectively carry out their duties. Such training shall be approved by the County Attorney and may include, but shall not be limited to, training provided by a regional or county agency, board, council or commission, county attorney's office, state agency, statewide municipal association, college or other similar entity.

e. The members of the Transit Committee may receive a per diem compensation from the County, to be determined by the County Executive, for each day spent in the performance of their duties and they shall be reimbursed by the County for their reasonably necessary expenses actually incurred related to their duties as members of the Transit Committee. A quorum of the Transit Committee shall consist of no fewer than three members. The Transit Committee shall

annually elect a chairperson, and prepare written minutes of each of its meetings. Minutes shall at a minimum record all votes and actions taken by the Transit Committee at each meeting, and include copies of all meeting agendas. The County Executive has the discretion to assign County staff to assist the Transit Committee in carrying out its duties.

§ 2. The County Executive is hereby authorized to execute a contract with Veolia Transportation Services, Inc., for the management, operation and maintenance of the bus system established in subsection 2 of this section, as well as any and all ancillary agreements related thereto, including modifications or amendments of said contract, as well as any other agreements necessary to carry out the provisions of such contract or otherwise operate the bus system.

§3. It is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that the adoption of this local law is a "Type II" Action within the meaning of Section 617.5(c)(20) of 6 N.Y.C.R.R. ("routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment"), and, accordingly, is of a class of actions which do not have a significant effect on the environment; and no further review is required.

§4. Severability. If any clause, sentence, paragraph, section or part of any section of this title shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, section or part thereof directly involved in the controversy and in which such judgment shall have been rendered

§5. Effective Date. This local law shall be effective immediately.

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ATTACHMENT B

CONTRACT

* * * * *

FIXED ROUTE BUS AND PARATRANSIT OPERATION, MANAGEMENT AND LICENSE AGREEMENT

By and Between

THE COUNTY OF NASSAU

And

VEOLIA TRANSPORTATION SERVICES, INC.

* * * * *

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FIXED ROUTE BUS AND PARATRANSIT OPERATION, MANAGEMENT AND LICENSE AGREEMENT

By and Between

THE COUNTY OF NASSAU

And

VEOLIA TRANSPORTATION SERVICES, INC.

This Fixed Route Bus and Paratransit Operation, Management and License Agreement (this "Agreement") is made and effective upon full execution (the "Effective Date") by and between the County of Nassau (the "County"), a municipal corporation, with an address at 1550 Franklin Avenue, Mineola, New York 11501 and Veolia Transportation Services, Inc. a Maryland Corporation ("Veolia") with an office at 720 E. Butterfield Road, Suite 300, Lombard, Illinois 60148, which is qualified to do business in New York..

WITNESSETH:

WHEREAS, pursuant to New York General Municipal Law Section 119-r and Nassau County Local Law 15-1972, the County is authorized to provide bus transportation services to the public at adequate levels and at a reasonable cost; and

WHEREAS, the County is desirous of encouraging mass transportation in the County of Nassau as it is in the best interest of the County residents; and

WHEREAS, the County is the owner of certain buses, facilities and other assets that have been used by the Metropolitan Transportation Authority ("MTA") to operate a bus system in the County of Nassau; and

WHEREAS, the MTA has decided to cease all bus operations in the County effective December 31, 2011; and

WHEREAS, Veolia, a private provider of bus transportation services, has for many years operated and managed bus line operations for other governmental entities along various routes in the United States and Canada in accordance with the terms of various service contracts; and

WHEREAS, the County has determined that at the present time the interests of the County and the residents are best served if bus transportation services in the County are provided by private enterprise operating under a contract with the County; and

WHEREAS, the County advertised and issued a Request for Proposals ("RFP") for operations and maintenance of the Long Island Bus ("LIB") fixed route and paratransit systems (the "Transit System") on December 3, 2010; and

WHEREAS, Veolia was selected by a County committee as the most qualified proposer; and

WHEREAS, Veolia is fully willing and able to operate and maintain the LIB Transit

System in accordance with the terms specified herein, and at or above the level of service and quality specified herein, including all attached Schedules, Exhibits and Riders, and the County has awarded this Agreement to Veolia in reliance upon such representations, and on Veolia's particular skills, experience and abilities as represented by Veolia.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth and for other good and valuable consideration, the parties agree as follows:

1. Guiding Principles; General Terms and Provisions.

1.1 Guiding Principles. The County and Veolia intend to (i) provide, operate and maintain the Transit System for the benefit of its citizens and other users within the limits of the operating revenues and grant funds available to the County, (ii) avoid unnecessary burden to the County residents and taxpayers, (iii) achieve an efficient system and (iv) maintain for the taxpayers' benefit, the alignment of the costs of the System with the revenue made available for its operation. The parties agree that the Transit System shall be operated and managed within the following guiding principles ("Guiding Principles"):

(a) Veolia and the County shall work in public/private partnership to develop and deliver a safe, cost effective and productive Transit System to the residents and taxpayers of Nassau County that provides good value to the County, covers its costs and affords Veolia the opportunity to earn a reasonable margin for overhead and profit.

(b) Veolia shall begin to operate and maintain the Transit System on January 1, 2012 and by April 1, 2012 implement a route and service network adjusted to the available Federal, State and County resources budgeted for the Transit System.

(c) The County and Veolia shall work together to identify and develop new sources of revenue for the sole purpose of maintaining and expanding the County's service offerings.

(d) The Transit System and Services (as defined below) shall be managed to a balanced budget within the Annual Plan as adjusted from time to time, with costs not exceeding the revenues available, as quantified by the Annual Plan and Budget (as defined below) and monitored and/or modified through the Quarterly Review process (as defined below).

(e) Modifications to service levels, routes or fares shall be made to improve the operating efficiency of the Transit System and ensure a balanced budget without requiring additional County funds. Except as provided in Section 2.4, such modifications shall not take effect until reviewed and approved as set forth more specifically in Section 12.3.

(f) The occurrence of a Major Event (as defined below) shall mandate modification of service levels, routes and/or fares in accordance with Section 12.3.

(g) Major changes in routes and service levels and fare increases shall take place in accordance with the Public Participation Plan (as defined below).

1.2 Term

(a) The term of this Agreement shall commence upon full execution (the "Effective Date") and terminate at 11:59 p.m. on December 31, 2016 (the "Term"), unless earlier terminated pursuant to the provisions of this Agreement, with the County having the option to extend this Agreement in accordance with the terms set forth in Section 1.2(b) below. Operation of the Transit System under this Agreement shall commence at 12:00am on January 1, 2012 (the "Commencement Date").

(b) The County in its sole discretion shall have the option to extend this Agreement for one (1) additional five (5) year period (the "Option Period"). Said option to renew shall be exercised by the County by mailing a notice of intention to renew, pursuant to the notice provisions below in Section 50. Such notice of intention to renew shall be delivered not less than 120 days before the expiration of the Term. Upon receipt of such renewal notice by Veolia, the term of this Agreement shall be deemed to have been extended to 11:59 p.m. on December 31, 2021.

(c) Unless otherwise agreed to by both parties in a writing signed by them, the Services shall be performed by Veolia during the Option Period pursuant to the same terms and conditions as set forth in this Agreement.

(d) The budget year shall commence on April 1 and terminate on the following March 31 (the "Budget Year").

2. Transit Committee; Scope of Services; Service Adjustments.

2.1 Transit Committee. Within sixty (60) days of the Effective Date, the County shall appoint members to a Nassau County Bus Transit Committee, such committee to be formed in accordance with applicable Nassau County laws, rules and regulations (the "Transit Committee") and empowered to act on behalf of the County for purposes of this Agreement. The Transit Committee shall meet with Veolia as necessary to timely review and approve, propose modifications to, or disapprove Veolia's proposed Annual Plans and Budgets as provided herein, and undertake such other actions as are expressly provided under applicable law. All acts of the Transit Committee in the performance of its responsibilities under this Agreement (including refusals or failures to act where required by this Agreement) shall be deemed the acts of the County for purposes of this Agreement, and all rights and remedies that Veolia may have against the Transit Committee under this Agreement shall be fully enforceable against the County. The Transit Committee may also meet and confer with the parties regarding other items relevant to the Transit Services, so long as such items are permitted to be reviewed by the Transit Committee by the applicable enabling laws, rules and regulations. The County may, pursuant to applicable law, adjust the powers of the Transit Committee from time to time, provided that during the term of this Agreement, if such adjustment of the powers of the Transit Committee shall substantially limit or diminish Veolia's rights under this Agreement without Veolia's written consent, then such limitation or diminishment of Veolia's rights shall be deemed, upon written notice by Veolia to the County, a Termination pursuant Section 18.5. In the event that the Transit Committee is not created at or before the Effective Date of this Agreement,

or is subsequently eliminated or abolished during the term of this Agreement, all of the functions and duties to be performed by the Transit Committee shall be assumed by the County as directed by the County Executive. Upon reasonable advance request of the Transit Committee, Veolia shall provide a meeting room which will reasonably accommodate Transit Committee meetings, including space for the public to attend if required by applicable laws.

2.2 Scope of Services. Subject to the provisions of this Agreement and as permitted by law, Veolia shall directly manage, operate and maintain the County's Transit System, utilizing equipment and facilities provided by the County and employing and furnishing its own personnel, supplies and consumables, in accordance with any applicable Federal Transit Administration (FTA) and New York State Department of Transportation (NYSDOT) requirements. Veolia shall submit to the Transit Committee for approval a written locally developed process for soliciting and considering public comment (the "Public Participation Plan") to be in place prior to any proposed fare increase, in accordance with all applicable laws, rules and regulations.

2.3 (a) Veolia's roles and responsibilities shall be as follows (the "Services"):

Subject to the terms and conditions of this Agreement, manage, operate and maintain the Transit System, including but not limited to:

1) Preparation of an Annual Plan and Annual Budget to be submitted to the Transit Committee no later than February 15, 2013, and each year thereafter, pursuant to Section 12.1(d) below, which shall include an annual performance measurement scorecard (a "Performance Scorecard") completed by Veolia assessing its compliance in the previous year with the performance measurements developed by the County, substantially in the form of Schedule 1 attached hereto and described further below;
2) Transit System operation and maintenance;
3) Short and long-term service planning;
4) Be the Employer of all employees of the Transit System, and in such capacity perform personnel recruitment, employment, development and training, management and oversight;
5) Financial planning (including forecasts, tracking, grants management and fares);
6) Assisting the County with capital planning and all grant management functions;
7) Administrative services (fiscal, personnel, risk management, management information systems, purchasing, and record keeping);
8) Customer relations;
9) Marketing and advertising;
10) Preparation of schedules and routing (subject to all required public hearing processes and County approvals);
11) Administration of all related sub-contracts;

12) Conduct requisite employee/labor relations activities as required by applicable laws and County policies;
13) As more fully set forth herein, comply with all applicable Federal, State and County labor laws, including but not limited to Section 13(c) of the Urban Mass Transportation Act of 1964 (hereinafter, "Section 13(c)") to the extent applicable.
14) Perform all other roles and responsibilities expressly required of it under this Agreement.

(b) The County's roles and responsibilities shall be as follows:

1) Diligently pursue the creation of the Transit Committee, and appoint members of such Transit Committee pursuant to applicable law. Additionally, through the Transit Committee acting on its behalf, the County shall review and approve the Annual Plan and Annual Budget and any requested changes thereto;;
2) Fully cooperate with Veolia to timely implement the approved Annual Plan and Budget and any changes thereto;
3) Receive and review all Transit System service reports;
4) Timely pay all approved fees and payments required of it hereunder;
5) Process all appropriate grant applications, as provided herein;
6) Supervise the Transit System in accordance with FTA regulations and other applicable laws, rules and regulations;
7) As more fully set forth herein, comply with all applicable Federal, State and County labor laws, including but not limited to Section 13(c);
8) Provide all County Assets as required herein, and renewal and replacements of said assets pursuant to federal and state grant programs in accordance with this Agreement; and
9) Deliver by the Commencement Date the Revenue Vehicles (as defined below), which have been inspected, certified and authorized by the New York Department of Transportation ("DOT") to be used by Veolia to operate the Transit System. As of the Commencement Date, the Revenue Vehicles shall be in compliance with applicable DOT standards;
10) Perform all other roles and responsibilities expressly required of it under this Agreement.

2.4 Service Adjustments. (a) Veolia shall have the authority to adjust headways and time points at its discretion according to customer demand.

(b) Veolia shall have the authority to adjust routes and service in accordance with the following guidelines:

i. individual trips within a route may be adjusted if eighty (80%) percent or more of the cost of the trip requires taxpayer subsidy, or

ii. trips on a route may be adjusted if twenty (20%) percent or less of the capacity of the Revenue Vehicle is utilized by passengers, or
iii. during the first two (2) quarters after the Commencement Date, up to six (6) routes may be eliminated if such service is duplicative in that the majority of passengers on such route have access to another route within one (1) mile.

(c) Prior to implementing any of the aforementioned adjustments, Veolia shall notify the Transit Committee in writing and shall comply with the public hearing process in accordance with the Public Participation Plan, if applicable.

(d) Notwithstanding the foregoing, for the first two (2) years after the Commencement Date, the current paratransit service area shall not be adjusted downward.

(e) Service changes, other than those listed in this Section 2.4 as being within Veolia's authority, shall be made in accordance with Section 12 of this Agreement.

3. Service Standards and Performance Targets.

3.1 In addition to complying with all applicable legal requirements, the following Minimum Service Standards shall apply, all of which shall be reported on the Performance Scorecard:

(a) Veolia shall perform the Services so as to minimize risk, danger or harm to any person or property. Veolia shall ensure that its drivers fully comply with the drivers' standards listed in Section 6 below.

(b) Veolia shall perform the Services in an efficient, professional and timely manner consistent with all applicable federal, state and County standards and in accordance with the terms and conditions of the Agreement. Veolia shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all of its employees or agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement including, without limitation, prior County approval for any modification of the Minimum Service Standards described herein.

(c) Veolia shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, it being understood that the County will be relying upon such professional quality, accuracy, completeness, and coordination in utilizing the Services. Veolia shall include all applicable terms of this Agreement in all of its subcontracts under this Agreement.

(d) Veolia represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available or will make available the necessary equipment, materials, tools, and facilities (except for the equipment; materials and facilities to be supplied by the County pursuant to this Agreement) to perform the Services in an efficient, professional, and timely manner consistent with federal, state and County standards and in accordance with the terms and conditions as required by this Agreement.

(e) All personnel hired by Veolia shall be competent and able to perform the work assigned to them. Veolia shall ensure that any individual performing work under this Agreement requiring a State of New York license shall possess the appropriate license. At the County's request, Veolia shall furnish copies of evidence of such licenses, skills and experience.

(f) Except for any permits furnished by the County, Veolia shall be fully responsible for identifying and obtaining, at its own expense, all necessary licenses and permits required for the timely provision of the Services.

(g) Veolia shall develop and use best efforts to achieve service standards for on-time performance, vehicle headways, vehicle load, vehicle assignment, service span, and distribution of service amenities.

(h) Veolia shall evaluate adherence to the service standards listed in subsection (g), and identify and implement solutions to minimize service disruptions or delays.

(i) Veolia shall immediately respond to and investigate accidents, as more fully described in Section 30 below.

(j) Veolia shall timely respond to all complaints regarding the Services.

(k) Veolia shall provide continuous proactive management and daily on-site supervision at a level and scope sufficient to professionally manage all Services. Such supervision shall include but not be limited to, the monitoring of schedule adherence, on-street operation, on-route compliance, proper implementation of County policies and procedures, and interacting with transit customers and the public. Veolia shall ensure that on-site supervision is present at all times when Services are scheduled to operate. The County shall monitor and evaluate all Services and Transit System operations at its discretion and may conduct investigations and adherence checks without notice to Veolia to ensure Veolia's compliance with the terms of this Agreement provided such investigations and checks do not unreasonably interfere with the safe and efficient operation of the Transit System.

(l) In addition to applicable legal requirements, Veolia shall implement a system of regular and frequent maintenance checks for all Revenue Vehicles (as defined below) and Non-Revenue Vehicles (as defined below) and Equipment (as defined below) to ensure that such equipment is operative and safe.

(m) Veolia shall implement and continually improve policies, strategies, and procedures that endeavor to prevent, monitor and mitigate delays in Transit System operations and interruptions in excess of ten (10) minutes, regardless of cause. Veolia shall collaborate on an ongoing basis with the County on potential strategies for preventing and mitigating service delays and interruptions.

(n) Veolia shall establish written Security and Emergency Management Plans within ninety (90) days of the Commencement Date in order to maintain Transit System

operations in the event of, among other things, a labor strike or other concerted work action, severe labor shortage, fuel disruption, natural or manmade disaster, or other catastrophic incident that might significantly disrupt the operation of the Transit System. Such Plans shall be reviewed annually and updated as circumstances warrant. Notwithstanding anything in this Agreement to the contrary, the County has the absolute and unfettered right to operate any Vehicles or Equipment in the event of a national, state or County emergency. In this regard, Veolia shall coordinate emergency management plans with local first responders and the County's Office of Emergency Management, and enter into any agreements necessary to effectuate this obligation.

3.2 In addition to the foregoing, Veolia and the County shall jointly establish additional performance measurements for Services provided under this Agreement which will be reported in the Performance Scorecard. Veolia shall abide by the performance measurements attached hereto as Schedule 1 and made a part hereof. Veolia shall provide completed Performance Scorecards and written reports to the County on a quarterly basis, no later than 15 days after the end of each quarter during the Term. Veolia shall make its personnel available to the County at all reasonable times to review and discuss Veolia's performance, possible adjustments to the Performance Scorecard, and methodologies for improvement of Veolia's performance hereunder.

3.3 Not earlier than July 1, 2012, the County may assess liquidated damages against and/or award incentives to Veolia in such amounts as are described in Schedule 1, for instances where there is a pattern and practice of Veolia's failure to comply with the standards set forth therein or where Veolia's performance materially exceeds such standards for reasons within the reasonable control of Veolia. The intent of liquidated damages and incentives is to encourage performance improvement and the County shall be reasonable in deciding whether to assess liquidated damages giving due regard to the circumstances causing the below standards performance. Prior to assessing liquidated damages the County shall provide written notice to Veolia in each instance of the basis upon which it proposes to assess liquidated damages, not more than forty-five (45) days after the County knows or should have known of the occurrence of said instance, and Veolia shall be provided an opportunity to contest the basis upon which said liquidated damages are proposed. Liquidated damages, if assessed shall be assessed on a quarterly basis. The assessment of liquidated damages shall be subject to the Disputes provisions of this Agreement. Earned incentives shall only be applied to offset any liquidated damages assessed against Veolia pursuant to this Section 3.3.

4. Compensation, Sources of Funding and Payment, Transit System Costs

4.1 The parties acknowledge and agree that Veolia, in consideration of the Compensation to be paid hereunder, will be solely responsible for providing the Services and, except as otherwise expressly set forth herein, for payment of all costs of the Services ("Transit System Costs"). Transit System Costs shall be anticipated and identified each year in the Annual Plan and Budget. It is the intent of the parties that Transit System Costs are the sole responsibility of Veolia, whether or not exceeded within the time period covered by any Annual Plan and Budget, consistent with the Quarterly Review process in Section 12.2 and Major Event provisions in Section 12.3. If exceeded, they shall not be carried into a subsequent year so as to be paid for indirectly by the County in the following year's Annual

Plan and Budget, but they shall be taken into consideration in determining increased (or decreased) Transit System Costs in the preparation of the subsequent Annual Plan and Budget to the extent they are likely to be recurring or indicative of higher (or lower) anticipated Transit System Costs and are mutually agreed upon in the Annual Plan and Budget process contemplated in Section 12. The total compensation (the "Compensation") to be paid by the County to Veolia for the Services will have two (2) components:

1) a Fixed Fee, determined annually, to be paid in equal and consecutive monthly installments on the first day of each month following the month for which it is due, which is intended to compensate Veolia for its anticipated fixed costs of managing and operating the Transit System plus anticipated reasonable overhead and profit;

2) a Variable Fee, equal to the Platform Hour Rate (as defined in Section 4.3 below), measured from the time a Revenue Vehicle departs the operating Facility to the time the Vehicle returns to the operating Facility. The Variable Fee is intended to compensate Veolia for its variable costs of operating and maintaining the Transit System plus reasonable overhead and profit. There shall be a separate Variable Fee and Platform Hour Rate for both the fixed route and paratransit operations.

4.2 Fixed Fee. (a) The Fixed Fee shall cover the following costs, which, together with the costs covered by the Variable Fee below, are the Transit System Costs:

1) All administrative, supervisor and dispatcher employee labor and benefits;
2) Workers Compensation Insurance for these employees;
3) Casualty and Liability Insurance and claims;
4) All administrative equipment maintenance, supplies and materials;
5) Data Processing and Technical Services;
6) Security Services;
7) Office Supplies;
8) Travel;
9) Advertising and Promotion;
10) Marketing, Customer Service and Rebranding; and
11) Utility costs.

(b) The Fixed Fee shall be adjusted each year as part of the Annual Plan and Budget submitted by Veolia to be approved by the Transit Committee each year. The Monthly Fixed Fee for the first year of Services (from the Commencement Date to December 31, 2012) shall be $2,319,664.00.

4.3 Variable Fee. (a) The Variable Fee shall be the product of the applicable Platform Hour Rate (fixed route and paratransit) times the number of Platform Hours operated for each service type respectively in each respective month. The Variable Fee for each successive year is intended to cover the following anticipated costs:

1) Operator and mechanic labor and benefits;
2) Worker's compensation insurance premiums and anticipated payments on claims under workers' compensation liabilities;
3) Revenue Vehicles parts, inventory, tires, fluids and other consumables necessary to maintain the Revenue Vehicles in good operating condition, repair or replacement, except as otherwise provided in Sections 2.3 and 8.2;
4) Fuel costs

(b) The Platform Hour Rates shall be adjusted each year in the Annual Plan for A) the greater of any increases experienced by Veolia since the prior year's platform Hour Rates determination in i) the percentage increase experienced in the Consumer Price Index=All Services, New York City area (CPI) and/or ii) any increases experienced by Veolia in items 1) through 4) above, and/or B) any other circumstance reasonably requiring that the Platform Hour Rates be adjusted in order to maintain rates that are fair, equitable or appropriate and maintain for Veolia the opportunity to earn a reasonable margin for overhead and profit for Veolia.

(c) The Platform Hour Rates for the first year of Services shall be $87.12 for fixed route Services and $55.81 for paratransit Services.

4.4 Maximum Obligation; Sources of Funding.

(a) Unless otherwise expressly stated herein, or as modified in a writing signed by the County, the following is Veolia's estimate of the future availability of these funds by Budget Year (as defined herein), and these estimates shall be the maximum amount to be remitted by the County to Veolia each Budget Year under this Agreement. In order to align Budget Years to calendar years, the amount specified below for Year 1 represents 15 months of funding and the amount specified below for Year 10 (or year 5 if the option to extend is not exercised) is proportionately reduced to represent 9 months of funding:

i. Year 1 (1/1/2012--3/31/2013)	$132,947,195*
ii. Year 2	$107,202,870
iii. Year 3	$108,779,344
iv. Year 4	$111,076,211
v. Year 5	$113,620,694**
vi. Option Year 6	$116,667,863
vii. Option Year 7	$120,120,638
viii. Option Year 8	$123,630,328
ix. Option Year 9	$127,249,032
x. Option Year 10	$ 98,299,914***

* $106,357,756 divided by 12 and multiplied by 15 months
** $85,215,520.50 if reduced to 9 months (option not exercised)
*** $131,066,552 divided by 12 and multiplied by 9 months

(b) The sources of funding available to the County and Veolia to pay for the Services provided by Veolia shall include the following:

1. State and federal funds (including County match) as provided in Section 35;

2. Farebox Revenues as provided in Section 16;

3. Advertising Revenues as provided in Section 19;

4. Other funds as determined by the County.

As provided in Section 12, the sources and estimated amounts of annual funding, and actual amounts and timing of receipts of funding, shall be taken into consideration by Veolia in developing and adjusting the Annual Plan and Budget and by the Transit Committee in its actions relating to the Annual Plan and Budget.

(c) The County at its sole discretion shall have the right to adjust the amounts set forth in subsection (a) above based upon growth in other forms of revenue and/or substantial growth in farebox or advertising revenue and a concomitant increase in service or fare reductions shall be made as a result of such revenue growth.

4.5 Payments for Services. Subject to Veolia's compliance with the County's bill-paying procedures, by the first day of each month, the County shall pay Veolia 1/12th of the annual Fixed Fee as set for the in the Annual Plan and Budget approved by the County. By the fifteenth day of each month Veolia will submit to the County a written invoice containing a summary of actual Platform Hours operated the previous month. Subject to Veolia's compliance with the County's bill-paying procedures, the County shall pay to Veolia the Variable Fee within thirty (30) days of receipt of Veolia's invoice. In each case, the County shall pay the appropriate amounts toward the monthly Fixed Fee owed and Variable Fee invoiced from the State and Federal funds identified and included in the Annual Plan and Budget approved by the County, it being understood that in 2012, Veolia will credit the actual Farebox and Advertising Revenues received in the prior month against the Fixed and Variable fees owed and, beginning in 2013, Veolia will credit 1/12 of the estimated annual Farebox and Advertising Revenues identified in the Annual Plan and Budget against the Fixed and Variable Fees owed. Beginning in 2013, to the extent that there is a deficiency in actual revenues received caused by either a shortfall in actual Farebox and/or Advertising Revenues compared to the amount in the approved Annual Plan and Budget, or an overage in actual Platform Hours provided as compared to the estimated amounts set forth in the approved Annual Plan and Budget, then such deficiency shall be subject to adjustment or reimbursement as provided in Section 12.

5. Personnel; Employee Minimum Qualifications; Labor Relations.

5.1 (a) Veolia shall commit personnel and resources required to respond promptly and fully to the responsibilities and tasks necessary to performance of the Services, as adjusted by each approved Annual Plan and Budget. The number of personnel, their assigned functions, the organizational structure, terms and conditions of employment, compensation and benefits shall all be within the sole discretion of Veolia as an independent contractor; provided, however, that within the staff engaged by Veolia there shall be the following full-time professionals as identified below to serve in the respective noted positions (the "Senior Management Team"), until replaced as described below.

Michael Setzer, CEO
Roger Chapin, COO

(b) The Senior Management Team shall supervise and direct the performance of the Services, and have overall responsibility for the Services in accordance with the Agreement. The Senior Management Team shall be solely responsible for implementation of all work, means, methods, techniques, sequences, and procedures and for coordination of all portions of the Services. No change to the assignment of any member of the Senior Management Team shall be made without the prior written approval of the County. Veolia shall not reassign any member of the Senior Management Team to other projects without prior written approval from the County and until a satisfactory replacement has been approved by the County, said approvals not to be unreasonably delayed or withheld.

(c) In the event of the inability of any person on the Senior Management Team to continue to perform his or her duties for a period exceeding sixty (60) days, or in the event of such person's termination by Veolia for "Cause", as hereinafter defined, Veolia shall provide a qualified individual to fill said position for as long as such inability continues, or replace such individual, if determined necessary by Veolia. In the event any person so assigned is proven to be deficient in performing his or her duties in a manner acceptable to the County, Veolia will be so advised in writing by the County. Following receipt of such notice, Veolia will have a period of thirty (30) days in which to address and correct any deficiencies. If at the conclusion of such thirty (30) day period such deficiencies have not been corrected to the reasonable satisfaction of the County, upon direction by the County, such personnel shall be promptly removed from the Senior Management Team by Veolia at no cost or expense to the County. Further, an employee who is removed from the project for deficient performance shall not be reassigned to perform any Services under this Agreement. For purposes hereof, "Cause" shall be defined as any conduct or omission that, in the sole discretion of Veolia, constitutes a material breach of the Senior Management Team employee's terms of employment, including any material breach of Veolia's Code of Business Conduct, or that is otherwise immoral, illegal, unethical or that threatens to bring the name of Veolia or the County into ill-repute.

5.2 In addition to the Senior Management Team, Veolia shall employ adequately trained and competent operating personnel necessary to manage, maintain and operate the Transit System.

5.3 (a) Veolia shall comply with the following Minimum Employee Requirements:

Veolia shall be responsible for all hiring and selection activities, including but not limited to the following:

1) Coordinate all human resource functions, including but not limited to hiring and selection, wage and salary administration as detailed below in Section 5.3(a)(4), employee discipline and training.

2) Draft and maintain current job descriptions, publish recruitment ads and promotional bulletins, process, screen and accept or reject applications/resumes, interview potential candidates, prepare new hire

evaluation follow-up, coordinate physicals, provide career counseling, develop recruitment, hiring and testing procedures, and train interviewers.

3) Maintain a drug-free workplace for all employees and have an ongoing drug-free awareness program in accordance with the rules and regulations set forth in Section 7 below.

4) Provide wage and salary administration as needed. Complete salary surveys, conduct job analysis, analyze salary survey data, and prepare job descriptions for budgeted positions.

5) Veolia shall require that all employees are fully knowledgeable of areas of responsibility and prepared to carry out their duties and responsibilities.

6) Veolia shall provide any and all necessary training and professional development for all personnel working pursuant to this Agreement, as required by the County or applicable state, federal and local laws, rules and regulations, and as sufficient to provide service consistent with the standards set forth in this Agreement and the performance measurements set forth on Schedule 1.

6. Drivers; Driver Lists

6.1 (a) Veolia shall require that its drivers comply with the requirements of applicable federal and state law including but not limited the New York State Vehicle and Traffic Laws. Prior to operating County-owned Revenue Vehicles, all drivers shall be properly trained in operation of multi-passenger vehicles of the type and class employed in the performance of the Services hereunder.

(b) Veolia shall maintain and annually update files of New York State Department of Motor Vehicles (NYSDMV) driver abstracts and shall provide them to the County upon request. If required by law, as part of its driver employment screening process, all drivers shall be fingerprinted and checked through the appropriate law enforcement agency for relevant background records.

(c) All drivers, dispatchers and other personnel that may come in contact with the public, customers, their companions or advocates shall periodically receive training in accordance with the requirements of the United States Department of Transportation (USDOT)/FTA ADA implementing regulations as well as other applicable laws, rules and regulations. Drivers shall be trained to proficiency in the execution of their duties and the use of ADA accessibility features and equipment. Veolia shall arrange for such training and shall assure that all relevant personnel have received appropriate training. Veolia shall maintain records of employee attendance/participation in such training. All drivers shall receive annual defensive driving evaluations, annual in-service performance monitoring, biennial road tests and shall maintain a current USDOT card.

(d) All drivers provided by Veolia shall be uniformed when performing the Service.

(e) All drivers shall at all times execute their duties in an efficient, professional and timely manner and in accordance with applicable County, state and federal laws, rules and regulations including but not limited to the USDOT/FTA ADA regulations, applicable sections of Veolia's Handbook as amended from time to time, and the requirements of this Agreement.

(f) Veolia shall establish drivers' work schedules that are consistent with all applicable laws regarding hours of service requirements so that unsafe driving risks are minimized.

7. Drug and Alcohol Testing.

7.1 (a) Veolia shall establish and implement a drug and alcohol testing program that complies with FTA Drug and Alcohol Testing regulations (49 CFR Part 655) and the USDOT Procedures for Transportation Workplace Drug and Alcohol Testing Programs (49 CFR Part 40), or any successor regulations promulgated by FTA or USDOT, and produce any documentation necessary to establish its compliance with these parts. Veolia shall permit any authorized representative of the USDOT, FTA or their operating administrations, the NYSDOT, and the County staff associated with the implementation of the drug and alcohol testing program as required to review the testing process.

(b) Veolia shall certify annually its compliance with Part 655 within 30 days after the FTA publishes the Annual List of Certifications and Assurances and each year thereafter and shall submit to the County the required Management Information System (MIS) reports in both electronic and hard copy before March 15, 2012, and each year thereafter. To certify compliance, Veolia shall use the "Alcohol Misuse and Prohibited Drug Use" category in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements", which is published annually in the Federal Register.

(c) Veolia shall record, on a monthly basis, the number of random, post-accident, and preemployment drug and alcohol tests. Such records shall include the name or identifying employee number of the individual tested, the category (random, post-accident, or pre-employment) or type of test (drug or alcohol), and date and time of the test. Upon request by the County or any other authorized government official, Veolia shall promptly provide the County or official with a copy of such records.

8. County Assets; Non-County Property.

8.1 (a) The County hereby grants to Veolia a license (the "License") to use all County-owned or controlled real and personal property currently used in the management and operation of the Transit System, including but not limited to facilities (offices, bus maintenance, storage) (the "Facilities"), fixed route and paratransit revenue vehicles ("Revenue Vehicles"), automobiles and other equipment ("Non-Revenue Vehicles") (the Revenue Vehicles and Non-Revenue Vehicles are referred to collectively as the "Vehicles"), inventory, computers and software, supplies, materials (the "Inventory"), furniture and machinery (the "Equipment"), and intellectual property (all of the foregoing will be

collectively referred to as the "County Assets"). Attached hereto as Schedule 2, is a listing of the County Assets that are being licensed to Veolia for the operation of the Transit System as of the Commencement Date.

(b) The term of the License shall run and terminate concurrently with the terms of this Agreement.

8.2 (a) Except for bus-bridging for the Long Island Rail Road, (which service shall be accounted for as revenue of the Transit System), unless otherwise approved in writing by the County, Veolia shall use the County Assets exclusively for the delivery of Services in accordance with this Agreement and, upon termination or expiration of this Agreement by either party for any reason, the County Assets (excluding County Assets disposed of in accordance with this Agreement, and supplies and materials consumed in the provision of Services hereunder) shall be returned to the County in a state of good repair subject to reasonable wear and tear, and all Vehicles shall, at a minimum, be delivered to the County up to DOT minimum standards. Veolia shall maintain and operate the County Assets in a state of good repair and in accordance with such requirements stated herein, as the County and the FTA may establish, as well as all applicable state, federal and local laws, rules, codes and regulations. Veolia shall pay any and all utility costs associated with the operation of the County Assets. If any County Assets are damaged during the Term of this Agreement to the point where they cannot be so used, repaired, maintained or operated, Veolia shall immediately notify the County of such damage, with an explanation as to the cause of such damage. The County shall determine whether or not Veolia must compensate the County for such damaged County Assets. In lieu of compensation, Veolia may elect to replace the damaged asset, it being understood that any such replacement costs shall be considered a Transit System Cost. Unless properly authorized in writing by the County, Veolia shall not lend, license, lease or otherwise permit the use of the County Assets to or by any other person or entity, irrespective of whether such person or entity is in any way related, affiliated or associated with Veolia or the County. Any County Assets licensed to Veolia for the purposes of operating, maintaining and managing the Transit System, shall only be used in furtherance of the performance of the Services as set forth in this Agreement and shall not be used in any unlawful trade or for any unlawful purpose whatsoever, or in violation of this Agreement.

(b) Veolia shall have the right to install equipment and make minor alterations to the Vehicles, provided that, at the County's sole option, the Vehicles are restored to their original condition prior to their return to the County, at Veolia's sole cost and expense. Veolia shall make no structural or other significant alterations or changes in the Vehicles unless the consent of the County is first obtained in writing, which consent shall not be unreasonably withheld.

(c) Veolia shall have the right to install equipment and make minor alterations to any non-vehicle County Assets as listed on Schedule 2 (the "Non-Vehicle County Assets"), provided that, at the County's sole option, the Non-Vehicle County Assets are restored to their original condition prior to their return to the County, at Veolia's sole cost and expense. Veolia shall make no structural or other significant alterations or changes to the Non-Vehicle County Assets unless the consent of the County is first obtained in writing, which consent shall not be unreasonably withheld.

(d) To the extent that any County Assets have been used up to its federally funded useful life, Veolia shall notify the County in writing of any request to remove such assets from Transit Service. Upon any such approved removal, the County Assets must be securely stored in accordance with the County's instructions. Veolia will cooperate with the County in disposing of any approved removed Vehicles, and Veolia shall comply with the County's direction for valuing and disposing of such removed Vehicles. All County Assets which have not been disposed of pursuant to the County's direction shall be returned to the County upon termination of this Agreement for any reason.

8.3 The County shall be responsible for properly registering all Vehicles at all times on behalf of the County. Title to and ownership of the County Assets shall remain in the name of the County. The County shall retain physical control of all titles to County Assets.

8.4 Capital purchases or acquisitions by Veolia made (in the course of performing the Services hereunder, as well as in accordance with the County's Capital Investment Program) and funded in whole or part by federal or state grants shall be made and title taken in the name of the County. Capital items purchased by Veolia solely with funds provided by Veolia for its use in carrying out the Agreement ("Veolia Assets") shall be made and taken in the name of Veolia and said items shall remain the property of Veolia; provided however that any Veolia Asset that becomes affixed to a Non-Vehicle County Asset shall become the property of the County upon such affixation. Veolia may use the Veolia Assets for any lawful purpose at its sole discretion.

8.5 Neither Veolia nor any of its agents shall suffer, create or permit to be imposed upon the Vehicles any lien or encumbrance whatsoever, and shall return the Vehicles to the County free of any liens, claims or encumbrances resulting from its use of the Vehicles. Veolia agrees to notify persons furnishing repairs, supplies and other necessaries for the Vehicles that neither Veolia nor any of its agents have the right to incur, create or permit to be imposed on the Vehicles any lien whatsoever.

8.6 The County has or will enter into agreements regarding any non-county owned properties ("Non-County Properties") listed on Schedule 3, and once such agreements are entered into, Veolia shall be authorized by the County to access and use such Non-County Properties, for the delivery of Services in accordance with this Agreement. Subject to the limitation below, Veolia shall maintain the Non-County Properties in accordance with the maintenance requirements of the County agreements. During the first Budget Year, Veolia's cost for maintenance of Non-County Properties shall not exceed $20,000. In subsequent budget years the full cost of Non-County Property maintenance shall be included in the Annual Plan and Budget.

9. Environmental Compliance.

9.1 (a) Both parties shall provide each other with all environmental reports and findings conducted on any Non-Vehicle County Asset.

(b) Pursuant to Section 14 hereof, Veolia shall assume no obligation for and the County shall retain full responsibility to, indemnify, defend and hold Veolia harmless from any and all damages that result directly from any environmental condition existing on any

County Asset on or before the Commencement Date, including cost of investigation, removal, remediation and or abatement ("Pre-existing Environmental Condition").

9.2 (a) Veolia shall not cause or permit any Hazardous Substance (as defined below) to be stored in violation of applicable law, spilled or released in, on, under or about any County Asset and shall promptly comply with all applicable requirements and take all investigatory, reporting and remedial action necessary for the reasonable removal of or remediation of a spill or release of any such Hazardous Substance, provided that Veolia shall not be responsible for the removal or remediation of any Pre-existing Environmental Condition except as provided in subsection (c) below.

(b) As used herein, the term "Hazardous Substance" shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release is (i) potentially injurious to the public health, safety, welfare or environment (ii) regulated or monitored by any governmental authority or (iii) a basis of potential liability to any governmental agency or third party under any applicable statute or common law theory.

(c) Veolia shall be responsible for, and shall indemnify and hold harmless the County from and against, all claims and damages in connection with all environmental conditions of the County Assets arising from or connected with, but not relating to any Pre-existing Environmental Condition (unless such claim or damage results from the grossly negligent conduct of Veolia relating to a Pre-existing Environmental Condition): (a) any act or omission in connection with site investigations, site excavation and construction and all associated activities conducted by or on behalf of Veolia; (b) the release or threatened release of any Hazardous Substance at a location where Veolia has caused materials removed from the County Assets to be transported and disposed; (c) the negligent use and occupancy of the County Assets and related property by Veolia or the failure of the foregoing to exercise due care in its operations; (d) the utilization of the County Assets by Veolia for non-permitted uses; or (e) the breach by Veolia of any of the terms of the Agreement. Clean up costs associated with a release occurring in the ordinary course of business shall be treated as a Transit System Cost.

(d) The parties' obligations hereunder shall survive termination or expiration of this Agreement.

10. Maintenance Plan and Program; Vehicle Condition Maintenance; General Maintenance Standards.

10.1 (a) Veolia shall comply with all applicable federal, state and local laws, rules, regulations and requirements with respect to the use, maintenance and operation of the County Assets provided under this Agreement, including but not limited to those requirements in the Federal Motor Carrier Safety Regulations applicable to public transit operations and fleet maintenance.

(b) Veolia shall be solely responsible for the proper maintenance (both preventive and corrective) of all County Assets provided under this Agreement in accordance with the General Maintenance Standards set forth below.

(c) Veolia shall adhere to a written maintenance plan, substantially in the form attached hereto as Schedule 4, for the County's federally-funded County Assets valued over $5,000, in accordance with all applicable FTA requirements, including but not limited to Circulars 5010.1D and 9030.1D as promulgated and updated from time to time by the FTA.

(d) Veolia shall assume responsibility for all repairs and all maintenance of the Vehicles after the Commencement Date, and shall keep and maintain accurate records of same. Maintenance includes but is not limited to: all routine preventive maintenance, heavy repair, running repairs, body work of any type, all replacement parts, and major and minor cleaning necessary to keep the Vehicles in a safe, reliable and well-maintained condition, assuring that all on-board systems are fully functional and operational. Maintenance shall be performed to original equipment manufacturer ("OEM") standards, as well as all applicable DOT standards.

10.2 Veolia shall comply with the following maintenance standards (hereafter, "General Maintenance Standards"):

1) All components of the Vehicles including but not limited to bodies, accessories, chassis, and any additional equipment on or in the Vehicles, (including but not limited to wheelchair lifts and radios) shall be maintained in safe, sound, and undamaged condition at all times. Repairs (including body, glass, and all Vehicles appurtenances) shall be made expeditiously, unless the defect would affect safety or customer comfort or have a significant effect on appearance, in which case the repair shall be made immediately and before the Revenue Vehicle is put back in service.

2) Heating, ventilation and air-conditioning ("HVAC") systems shall be maintained to ensure that customer and driver compartments are comfortably maintained under all climatic conditions at all times. Veolia shall maintain the HVAC systems in a state of good repair at all times, regardless of climatic conditions.

3) Annual emission inspections must be performed to meet all applicable federal and state clean air standards and maintain all County Assets within those standards.

4) A written warranty recovery program that provides for identifying, recording and enforcing claims against manufacturers shall be implemented.

11. Continuing Control.

11.1 (a) To the extent required by applicable laws, rules and regulations, Veolia shall maintain continuing control over all County Assets and any additional real property, facilities, equipment and rolling stock used in the performance of the Services. For purposes of this Section, "equipment" shall have the same meaning as is assigned to it in FTA Circular 5010.1D.

(b) Veolia shall update, no less than annually as part of the Annual Plan, and maintain the inventory record initially provided by the County and set forth on Schedule 2 hereto which shall include: description, identification number, acquisition date, cost, federal percentage, grant number, location, use and condition, disposition action, vested title and useful life. The inventory record shall be provided to the County at the County's request. Useable inventory must be replenished by Veolia to the same value as of the Commencement Date, including but not limited to those set forth on Schedule 2.

(c) At a minimum, Veolia shall conduct physical inspections of FTA funded equipment before October 1, 2012 and thereafter as required by all applicable laws. Said inspection shall be conducted with an authorized representative from the County. Veolia shall reconcile the physical inventory with equipment records and submit this documentation to the County.

(d) The County may conduct unannounced or noticed site inspections of any real or personal property used in the performance of the Services to ensure Veolia is maintaining control of the County Assets.

(e) Veolia shall not remove any County Asset from transit service except in accordance with Section 8 above.

(f) Veolia shall provide the County with an updated County Asset list whenever there are changes made to such assets, including but not limited to additions, removals and location changes.

12. Annual Plan and Annual Budget

12.1 Annual Plan Process. (a) Subject to Section 4 above, each year, Veolia shall prepare an Annual Plan which shall set forth Veolia's proposal for the following year's service level, program of services and service changes from the previous year, including any planned or projected service changes to occur within that year. Said Plan shall be presented to the Transit Committee (with a copy to the Office of Real Estate Services) for its approval each year for the forthcoming year. Once approved, the Annual Plan shall be adhered to by the parties unless and until amended as provided herein.

(b) The Annual Plan shall include an Annual Budget. Said Budget shall project the revenue and expenses for the next Budget Year and shall propose the Fixed Fee and the Platform Hour Rates for Fixed Route and Paratransit Services for the forthcoming year, subject to Section 4 above. Veolia's proposed Fixed Fee and Platform Hour Rates shall be based upon Veolia's detailed projections of the Transit System Costs for the forthcoming year, as well as the estimated sources of funding for the Transit System. The Annual Plan shall establish the number of platform hours to be operated in the forthcoming year for the Fixed Route and Paratransit Services, the cost of which must be within the available projected revenue. The Annual Plan shall be amended to increase or decrease services or fares as necessary to meet changes in actual sources of funding including revenues from projected funding and revenues as and when those changes are realized or identified.

(c) The Annual Plan shall include an update to the Five (5) Year Capital

Improvements Program, setting forth all proposed capital expenditures and the sources of funding.

(d) In compliance with all applicable laws, a proposed Annual Plan (including the Annual Budget) and amendments thereto shall be provided to the Transit Committee prior to February 15. In the event that by March 31st the Transit Committee for any reason, (other than Veolia's failure to cooperate with the Transit Committee's reasonable requests for documents and information), does not approve all aspects of the proposed Annual Plan submitted, or Veolia and the Transit Committee have not reached an agreement as to changes to it, the Annual Plan established for the year then ending shall continue to apply for a period not to exceed sixty (60) days thereafter (until May 1), during which time Veolia and the Transit Committee shall engage in good faith negotiations to reach agreement on all aspects of the Annual Plan. Upon agreement, the Annual Plan and Budget shall be retroactive to the beginning of the Budget Year until the beginning of the next Budget Year of this Agreement. In the event no Annual Plan is agreed upon and approved within the 60 day period, Veolia shall have the right to terminate the Services under this Agreement in accordance with Section 18.3. In such event the Annual Plan and Budget for the previous year, as adjusted by those service and fare changes, if any, approved by the Transit Committee, shall apply during the year leading up to termination of the Agreement, provided that Veolia shall receive, in accordance with Section 4.4, those Federal and State funds, and County matching funds, earmarked for the Services to be provided by Veolia during such year and Farebox and Advertising Revenues shall be applied pursuant to the terms of this Agreement.

(e) Extraordinary Transit System Costs are not Transit System Costs, but are those costs and expenses that arise out of or are related to (i) acts of God or (ii) catastrophic damage to County Assets that is not caused by Veolia. Extraordinary Transit System Costs that are not otherwise replaced by proceeds of insurance or non-County sources of revenue shall be paid from the sources of funding set forth in Section 4.4 and result in a reduction of the amount of said sources available for inclusion in the Annual Plan and Budget. Extraordinary Transit System Costs are not Transit Systems Costs and are not included in the then current Annual Plan and Budget nor are they the responsibility of Veolia. A 13(c) claim or liability, and any related costs, including the costs of defense, arising under Section 13(c) or a 13(c) Agreement (as defined in Section 15) (hereinafter any such 13(c) claim and/or liability, and related costs, shall be referred to as a "13(c) Claim") shall be considered a Major Event and are addressed under sub-section 12.3 and Section 15 of this Agreement and are not an Extraordinary Transit System Cost.

12.2 Quarterly Review. Subject to Section 4 above, the projected revenues and costs contained in the Annual Plan and Budget shall be compared to actual revenues and costs at least quarterly. In the event that (i) actual revenues are below projected revenues; (ii) changes in operational cost drivers are in excess of CPI including without limitation fuel, insurance and health benefits; or (iii) there are material changes in applicable laws which result in additional costs, Veolia shall determine the amount of the projected revenue shortfall and/or cost overrun for the Budget Year and propose such service or fare or Fixed or Variable Fee adjustments, subject to the parameters set forth in Section 16.1 (to the extent applicable), as determined necessary by Veolia to operate the Transit System within the revenue actually available from all sources identified in the Annual Plan/Budget. Said

service and/or fare adjustments shall be subject to any public hearings required by law and approval by the Transit Committee. In the event the Transit Committee declines to approve adjustments determined necessary by Veolia, the County may elect to identify and appropriate additional County resources equal to the Veolia projected revenue shortfall or cost overrun through amendment of this Agreement. If the Transit Committee refuses or fails to either approve a reasonable and necessary service or fare adjustment for the projected shortfall or cost overrun, for a period of one quarter, or the County, over the same period, fails to identify and appropriate additional County resources equal to Veolia's reasonable and supportable projected revenue shortfall or cost overrun through amendment of this Agreement, Veolia may terminate the Agreement in accordance with Section 18.3.

12.3 Modifications of Service, Routes or Fares upon the Occurrence of a Major Event.

(a) Subject to Section 4.1, above, the occurrence of one or more of the following events or circumstances shall constitute a "Major Event" which shall mandate an immediate review and change to service, routes, Fees and/or fares, subject to the provisions of Section 12.3(b):

i. Material changes in the funding identified in the Annual Plan and Budget beyond the control of Veolia or the County;

ii. 13(c) Claim, if any;

iii. Other labor related issues that meet the materiality requirements of subsection (b) below.

(b) Upon the occurrence of a Major Event which results in a material adverse financial impact to the Annual Plan and Budget, changes to service, routes and/or fares shall be implemented in a manner consistent with Section 2.4:

i. Non-Major Changes, reduction of Unproductive Services and Temporary Service Changes can be carried out by Veolia.

ii. Major Changes (as defined below) including fare changes require the approval of Veolia and the Transit Committee.

(c) For the purposes hereof;

i. "Major Change" shall mean any increase in fare or an increase or decrease greater than 25% in the number of service hours assigned to a specific route

ii. "Non-Major Change" means anything that is not a Major Change.

iii. "Temporary Service Change" shall mean any service change that is effective for a period of less than six months.

iv. "Unproductive Service" shall mean any service which generates a farebox recovery ratio (calculated as passenger revenue received divided by cost of service) of less than 20% on a given route.

(d) The number of service hours to be reduced as a result of a Major Event shall be equal to the result of the following calculation: Cost impact of the Major Event/cost per Platform Hour = approximate number of service hours to be reduced.

(e) In the event of a Major Event that is the result of a 13(c) Claim arising under subparagraph 15.1(c)(ii) and not covered under subparagraph 15.1(c)(iii), the Transit Committee shall approve all reasonable and necessary changes to satisfy said 13(c) Claim as prescribed under Section 15.1(c)(ii) as a condition precedent to Veolia having any financial responsibility for any 13(c) Claim under Section 15(c)(iv) or otherwise.

12.4 Veolia shall submit to the Transit Committee written notice pursuant to Section 50 of any action proposed under this Section 12 in reasonably sufficient detail (including but not limited to potential labor impacts) for either the Transit Committee to approve at the next Quarterly Review or as provided herein upon the occurrence of a Major Event. If the Transit Committee does not act in accordance with the provisions of this Agreement within forty-five (45) days of receipt of the proposed action, then said proposed action shall be deemed approved and Veolia shall be authorized to implement it.

12.5 The parties covenant and agree to act in good faith with each other, acknowledging that Veolia shall not be expected to and will not subsidize the operation of the Transit System beyond its obligation to pay all Transit System Costs, utilizing the terms and provisions of this Section 12 and of the Agreement generally, to maximize efficiencies of the Transit System and adjust the Annual Budget and the Services from time to time in a manner as beneficial as possible to the Transit System to meet the purposes and intent of this Section 12.

13. Insurance.

13.1 Veolia shall maintain such liability and property insurance as specified herein, specifically naming the County as an additional insured, covering claims for damages for personal injuries, including death, as well as claims which may arise from operations or the performance of the Services. Veolia shall procure, pay the premiums for and maintain for the duration of the Agreement, the following insurance coverages:

1) One or more policies for commercial general liability insurance, including contractual liability coverage, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than Two Million Dollars ($2,000,000.00) per occurrence for bodily injury and Two Million Dollars ($2,000,000.00) per occurrence for property damage;

2) Worker's Compensation Insurance ("Worker's Compensation Insurance") in compliance with all applicable New York State laws and regulations and Disability Benefits insurance, to the extent required by law. Veolia must furnish to the County, prior to its execution of a contract, the documentation required by the State of New York Worker's Compensation Board for coverage or exemption from coverage pursuant to §§57 and 220 of the Worker's Compensation

Law. In accordance with General Municipal Law § 108, this Agreement shall be void and of no effect unless Veolia provides and maintains coverage during the Term of the Agreement for the benefit of such Veolia's employees as are required to be covered by the provisions of the Worker's Compensation Law;

3) Automobile Liability insurance in compliance with all applicable New York State laws and regulations, in an amount not less than Two Million Dollars ($2,000,000.00) combined single limit;

4) Umbrella Liability in an amount of Twenty Million Dollars ($20,000,000.00) per occurrence providing catastrophic insurance protection in excess of Commercial General Liability, and Automobile Liability;

5) "All Hazards" Commercial Property Insurance to cover the County Assets including Facilities and Equipment damage caused by fire: and

6) Such additional insurance as the County may from time to time specify.

13.2 All insurance obtained and maintained by Veolia pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed or authorized to do business in New York State and acceptable to the County; and (ii) in form and substance acceptable to the County. Veolia shall be responsible for the payment of all deductibles to which such policies are subject as a Transit System Cost. Veolia shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by Veolia under this Agreement.

13.3 Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the County. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, Veolia shall provide written notice to the County of the same and deliver to the County renewal or replacement certificates of insurance. Veolia shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages. The failure of Veolia to maintain Workers' Compensation Insurance shall render this Agreement void and of no effect. The failure of Veolia to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

13.4 All policies providing such coverage shall be issued by insurance companies with an A.M. Best rating of A - or better.

13.5 Veolia shall provide a performance bond equal to ten percent (10%) of the cost of providing Annual Services to the County. The proposed amount of the annual performance

bond is subject to the approval of the County.

13.6 Any insurance proceeds recovered for a loss to a federally-funded County Asset as part of insurance coverages provided under this Agreement shall first be used to replace FTA-funded County Assets if applicable.

14. Indemnification; Cooperation on Claims.

14.1 (a) Except as otherwise provided in Section 15, Veolia shall be solely responsible for and shall indemnify and hold harmless the County, its officers, employees, representatives and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, reasonable attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of Veolia or its officers, employees, representatives and agents, regardless of whether taken pursuant to or authorized by this Agreement and regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that Veolia shall not be responsible for that portion, if any, of a Loss that is caused by the gross negligence or intentional misconduct of the County.

(b) Veolia shall be liable for any dishonesty or fraudulent misconduct or omission committed or directed by an officer, employee, or agent of Veolia or for any breach of this Agreement on the part of Veolia.

(c) Veolia shall, upon the County's demand and at the County's direction, promptly and diligently defend, at Veolia's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which Veolia is responsible under this Agreement and Veolia shall pay and satisfy any judgment, decree, loss or settlement in connection therewith, including all costs and expenses associated therewith.

(d) Veolia shall, and shall cause its officers, employees and agents to cooperate with the County in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement.

(e) Any defense and indemnification liabilities incurred under this Section 14 shall be borne by Veolia as Transit System Costs.

(f) The provisions of this Section 14 shall survive the termination of this Agreement.

14.2 The parties shall render diligently, without seeking additional compensation or reimbursement, any and all cooperation that may be required to defend the other party, its employees and designated representatives against any claim, demand or action that may be brought against the other party, its employees or designated representatives arising out of or in connection with the Agreement.

15. Labor Relations and Section 13(c) Claims

15.1 (a) Veolia and the County recognize that the current employees of the MTA Long Island Bus ("MTA LIB") comprise an experienced, trained workforce that is familiar with the current operation. Veolia agrees to make offers of employment to a majority of employees working for MTA LIB, if they are qualified and meet reasonable deadlines for application, recognizing Veolia's obligation to employ sufficient personnel to adequately staff the Transit System on the Commencement Date. Veolia has already met with TWU 252 in pursuit of that objective. Veolia agrees and has prepared to recognize TWU 252 as the collective bargaining representative of its applicable bargaining unit as and when authorized by law and to bargain in good faith to reach agreement regarding the wages, benefits and other terms and conditions of employment of the TWU bargaining unit; provided, however, that Veolia has no obligation to assume or be bound by the terms and conditions of any collective bargaining agreement to which it is not presently a signatory. Veolia is prepared to meet with representatives of the SSSA regarding transitional employment for members of that bargaining unit and to discuss recognition for a bargaining unit of the employees it currently represents, if appropriate for bargaining and to the extent required under the National Labor Relations Act.

(b) To the extent applicable, Veolia agrees during the term of this Agreement to be bound with the County by the 1973, 1979 and 1999 protective arrangement agreements and any amendments thereto, and the Unified Protective Arrangements applicable to the workforces to which the County now and in the future is bound (as applicable, each a "13(c) Agreement" and collectively, the "13(c) Agreements") pursuant to Section 13(c) and accept responsibility with the County for the full performance of the conditions in said 13(c) Agreements, except that under no circumstances shall Veolia have any financial responsibility for claims of railroad workers under the 1979 agreement. In this regard, each party shall inform the other party of any 13(c) Claim. In no case shall Veolia have any responsibility for a 13(c) Claim occurring before the Effective Date of this Agreement unrelated to the transfer or assumption of operations from Nassau County to Veolia and/or for actions by the County or other parties occurring after the termination of the Agreement. The foregoing notwithstanding, the parties agree that no valid claims and no liability arises under the 13(c) Agreements or Section 13(c) due to the transfer to or assumption by Veolia of bus operations pursuant to this Agreement or any of the actions contemplated by the parties under this Agreement and nothing herein shall be construed as an acknowledgment of the same. Nevertheless, each of the parties will endeavor to act in a manner that protects the Transit System and each other from the potential of a 13(c) Claim consistent with the terms of this Agreement.

(c) Nevertheless in the unlikely event that a 13(c) Claim arises, and despite the fact that the parties do not believe any valid 13(c) Claim will arise, the parties agree as follows:

(i) Neither party shall assist or encourage any employee 1) to file or otherwise pursue a 13(c) Claim or 2) to take any action which is contrary to the interests of either party under Section 13(c) or a 13(c) Agreement, relating to the termination of the Services under this Agreement, any future transition from Veolia to another service provider, or any other action or event relating to this Agreement. If Veolia fails to comply with this obligation, and any employee action taken with the

assistance or encouragement of Veolia results in a 13(c) Claim or liability, then Veolia shall defend such 13(c) Claim and shall be financially liable for all costs incurred by the County (including attorneys' fees) associated with any resulting 13(c) Claim or any delays in the receipt of federal grants.

(ii) 13(c) Claims arising solely from operational decisions of Veolia that are not directed or approved by the County, as more fully described in subsection (iii) below, shall be the sole financial responsibility of Veolia. All other 13(c) Claims, including costs of defense, arising out of the transition and assumption of the workforce and/or by reason of any actions taken by Veolia consistent with the terms of this Agreement, shall be paid, satisfied or recaptured 1) as a Major Event as more fully described in Section 12, or 2) from any and all resources identified in Section 4.4(b). The parties also recognize that, in addition to remedies under subpart 1) and 2) herein of this subparagraph, there may be other strategies available to mitigate any 13(c) Claim under the law. Accordingly, in the unlikely event of a 13(c) Claim, the parties agree to work together in good faith to determine the most advantageous way to satisfy or mitigate any 13(c) Claim as provided above.

(iii) Any 13(c) Claim arising out of or related to operational decisions made by Veolia without County (or the Transit Committee, as applicable) direction or approval shall be the financial responsibility of Veolia. For purposes of this Subparagraph, "direction or approval" shall be deemed to include operational decisions identified by Veolia by written notice pursuant to Section 50 to the County (or Transit Committee if applicable), including the potential labor impacts of such decisions, and approved in any Annual Plan and Budget or Quarterly Review, or as otherwise directed or approved by the County in writing, said approvals not to be unreasonably withheld, including 13(c) Claims arising from the terms and conditions imposed by Veolia in the absence of any applicable collective bargaining agreement reached with the labor unions. Veolia shall consult with the County as and when requested by the County in regard to the negotiations with the unions and in regard to the imposition of any terms and conditions of employment in the absence of negotiated collective bargaining agreements.

(iv) In the event that there are 13(c) Claims that arise, and the liabilities therefrom exceed what is covered by the remedies set forth in subsection (ii), above, then as to any such excess liability, Veolia shall assume such liability, and indemnify and hold the County harmless therefrom.

15.2 Except as otherwise expressly provided herein, the provisions of this Section 15 shall survive the termination of this Agreement.

16. Farebox Revenue Collection and Control.

16.1 (a) Revenues derived from the operation of the Transit System, whether from fareboxes or from other sources, shall be collected by Veolia and, credited monthly against amounts due from the County as provided in Sections 4 and 12. Beginning with the second Budget Year, should farebox revenue fall short of the annual projected revenue or exceed the annual projected revenue, Veolia shall be responsible for or receive, as the case may

be, the surplus or shortfall up to an amount equal to 5% of the annual projected farebox revenue. Should the surplus or shortfall exceed 5% on an annualized basis of the annual projected farebox revenue, the amount in excess of 5% shall be shared or made up in equal portions by Veolia and the County; provided that a farebox shortfall of greater than 10% of the annual projected farebox revenue for two quarters shall give rise to the right of Veolia to renegotiate the financial terms of the Agreement, and in the event that the parties do not reach mutual agreement of such terms, to terminate the Agreement pursuant to Section 18.3. A farebox revenue surplus in excess of 10% shall be deposited and maintained in a separate account ("Reserve Account"), to be established by Veolia for use by both parties as established in the Annual Plan and Budget. Except for the Reserve Account, the treatment of farebox revenue, including the banking thereof, shall be as directed by Veolia.

(b) Veolia shall work with other public transportation providers in the region to promote a high level of integration with other fare collection systems, where reasonably possible and appropriate, including without limitation, the MTA and the Suffolk County Department of Public Works/Transportation Division. Veolia shall negotiate any necessary agreements for the use of fare mediums controlled by other transit systems and shall be a party to such agreements.

(c) Veolia shall (i) maintain the fareboxes and the entire fare collection system to OEM specifications, (ii) shall perform regular preventive maintenance as well as corrective/component replacement as needed, and (iii) shall ensure the fare collection system operates properly at all times. The costs of maintaining the fareboxes and fare collection system for purposes of operating the Transit System shall be included in each Annual Plan and Budget. Veolia shall accurately and fully report farebox revenue to the County as provided herein.

(d) Cash fares, tickets, transfers and tokens or other fare media shall be collected, counted, deposited and reported to the County in accordance with the Performance Scorecard. The collection of farebox funds, in any form, shall be verified electronically, shall be reconciled against receipts for the bank account into which farebox funds are deposited, and shall be available and subject to audit by the County, in its discretion at any time.

16.2 Fares charged by Veolia shall be no more than the fare charged on the Commencement Date of this Agreement except as otherwise provided herein. The current County fare structure is set forth in Schedule 5. Veolia may propose changes to the fare structure for the Transit System, however, any such changes are subject to the approval of the Transit Committee and may only be implemented after a public hearing process in accordance with Section 1.1(g) and Exhibit A and in accordance with all applicable laws.

16.3 Veolia shall certify to the County, on a monthly basis, the amount of fare revenue collected each month. Supporting data shall accompany such certification and shall include the number of customers by fare category and non-revenue customers, as well as other information and reports reasonably required by the County.

17. Covenant Against Contingent Fees.

17.1 Veolia warrants that no person or authorized representative has been specifically employed or retained to solicit or obtain the Agreement in exchange for a Contingent Fee, except a Bona Fide Employee or Agent. A breach or violation of this warranty shall be considered a breach of the Agreement pursuant to Section 18.2 entitled Termination for Default. In addition to any rights and remedies otherwise provided for in the Agreement, the County may deduct from the total Agreement price or consideration, or otherwise recover, the full amount of the Contingent Fee.

17.2 (a) "Bona Fide Agent", as used in this Section, means an established commercial or selling entity that is maintained by Veolia for the sole purpose of securing business and that neither exerts nor proposes to exert Improper Influence to solicit or obtain County contract(s) nor holds itself out as being able to obtain any County contract(s) through Improper Influence.

(b) "Bona Fide Employee", as used in this Section, means a person who is employed by Veolia and subject to Veolia's supervision and control as to time, place, and manner of performance and who neither exerts nor proposes to exert Improper Influence to solicit of obtain County contract(s) nor holds itself out as being able to obtain any County contract(s) through Improper Influence.

(c) "Contingent Fee", as used in this Section, means any commission, percentage, or other sum that is payable only upon success in securing a County contract.

(d) "Improper Influence", as used in this Section, means any influence that induces or tends to induce a County employee, officer, Veolia, Subcontractor, Authorized Representative, or Consultant to give consideration or to act regarding a County contract on any basis other than the merits of the matter.

18. Termination

18.1 Termination for Convenience of the County. The County reserves the right to terminate the Agreement for its convenience in accordance with the following terms:

(a) The performance of the Services under the Agreement may be terminated for convenience by the County at its sole discretion upon ninety (90) calendar days written notice to Veolia, or terminated upon mutual written agreement of the County and Veolia, or in accordance with any other provisions of the Agreement expressly addressing termination. Any such termination will be accomplished by delivery of a Notice of Termination to Veolia, specifying the extent to which performance of the Services under the Agreement shall be terminated and the date upon which such termination shall become effective.

(b) Except as otherwise directed by the County, immediately upon Veolia's receipt of the County's notice to terminate for its convenience, Veolia shall:

1) Stop work under the Agreement on the date and to the extent specified in the Notice of Termination.

2) Place no further orders or Subcontracts for goods, except as may be

necessary for completion of such portions of the Services expressly excluded from the Notice of Termination.

3) Communicate Notice of Termination to the affected approved Subcontractors and Suppliers, and any other parties, at any tier.

4) Terminate all orders and Subcontracts that relate to the performance of the Services terminated by the Notice of Termination.

5) Settle outstanding liabilities and Claims arising out of such termination of orders and Subcontracts, with the acceptance of the County, if required (which acceptance shall be final for the purposes of this Section).

6) Transfer to the County in the manner, at the times, and to the extent directed by the County all of the rights, titles, and interests of Veolia under the orders and Subcontracts so terminated; in which case the County will have the right, at its sole discretion, to settle or pay any or all Claims arising out of the termination of such orders and Subcontracts.

7) Transfer title and deliver to the County in the manner, at the times, and to the extent directed by it:

   a. Work in process, completed work, and other goods procured as a part of, or acquired in connection with, the performance of the work terminated; and

   b. The completed or partially completed plans, drawings, information, and other items that would have been required (per the Services) to be furnished to the County if the Agreement had been completed.

8) Use its best efforts to sell the goods of the types referred to above in the manner, at the times, to the extent, and at the price(s) directed or authorized by the County.

9) Take any action that may be necessary, or that the County may direct, for the protection and preservation of County Assets.

10) Comply with all other requirements of the County as may be specified in the Notice of Termination.

11) Complete performance of that portion of the work that has not been terminated by the Notice of Termination, as applicable and in accordance with the Agreement.

(c) The County shall pay Veolia (at the rates established in the then current

Annual Plan and Budget) for Services performed up to the effective date of the termination. Veolia shall submit a termination claim with appropriate supporting documentation within sixty (60) calendar days of termination claiming such other costs reasonably incurred by Veolia resulting from the termination. The claim shall be subject to review and approval by the County and shall be paid to Veolia within ninety (90) days of submission, subject to Veolia's compliance with the County's bill-paying procedures.

(d) Upon failure of Veolia to submit a termination claim within the time specified, the County will determine the amount due Veolia, if any, on the basis of information available, and will pay Veolia the amount so determined. Such payment shall constitute payment in full for the work performed under the Agreement.

(e) Subject to the provisions of the above Subsections, Veolia and the County may agree upon the total or partial amount to be paid to Veolia by reason of the total or partial termination of the work pursuant to this Section. Nothing in the following Subsection, which deals with the failure to reach agreement on the total amount to be paid to Veolia, shall be deemed to limit, restrict, or otherwise determine or affect the amount that may be agreed upon pursuant to this Subsection.

(f) In the event of failure of Veolia and the County to agree on the total amount to be paid to Veolia by reason of the termination of work pursuant to this Section, the County will pay Veolia the amounts determined by the County as follows, exclusive of any amounts agreed upon in accordance with the preceding Subsection:

1) The amount allocable to the portion of the work properly performed by Veolia as of the effective date of the Notice of Termination, including overhead, and fixed fee multiplier or profit, as determined in accordance with the Agreement, reduced by any sums previously paid to Veolia.

2) The cost of settling and paying claims arising out of the termination of the work under Subcontracts or orders as specified above, exclusive of the amounts paid or payable on account of goods delivered or work furnished by Subcontractors prior to the effective date of the Notice of Termination of Work under the Agreement, which amounts are included in Subsection "e" (preceding) of this Section.

3) At the County's option, profit on the cost of work performed may be included in the amount determined in Subsection "e" of this Section. However, if Veolia would have sustained a loss on the entire Agreement had it been completed, Veolia shall not be entitled to a profit and the settlement will be reduced to reflect the indicated rate of loss.

4) The reasonable cost of preserving and protecting Nassau County Property will also be paid, as well as any other reasonable costs incidental to the termination of the work under the Agreement.

(g) Except to the extent that the County will have otherwise expressly assumed the risk of loss, the fair value, as determined by the County, of property that is destroyed, lost, stolen, or damaged (so as to become undeliverable to the County or other buyer as described above), except to the extent covered by insurance, shall be deducted from the amounts paid to Veolia.

(h) In arriving at the amount due to Veolia under this Section, retention shall be made for the following:

1) The agreed value of any claim that the County may otherwise have against Veolia in connection with the Agreement; and

2) The agreed upon price for and/or proceeds from the sale of goods or other items acquired or sold by Veolia that have not been otherwise recovered by or credited to the County.

(i) Under such terms and conditions as it may prescribe and at its sole discretion, the County may make partial payments against costs incurred by Veolia in connection with the terminated portion of the Agreement whenever the County decides that the aggregate of such payments is within the amount to which Veolia is entitled hereunder. If the total of such payments is in excess of the amount subsequently agreed-upon or determined to be due under this Section, such excess shall be immediately payable by Veolia to the County.

(j) Veolia shall not be entitled to anticipatory or consequential damages as a result of any termination under this Section 18.1. Payment to Veolia in accordance with this Section shall constitute Veolia's exclusive remedy for any termination by the County for convenience hereunder. The rights and remedies of the parties provided in this Section are in addition to any other rights and remedies provided by law or under the Agreement.

18.2 Termination for Default of Veolia by the County.

(a) Subject to subsection (b) below, the County may terminate Veolia's Services, in whole or in part, for default under any of the following circumstances.

1) Failure or refusal of Veolia to perform any work or services required under the Agreement, or violation of any duty required of Veolia under the Agreement.

2) Violation by Veolia of an order or requirement of the County authorized by or within the scope of the Agreement.

3) Abandonment of the Agreement by Veolia.

4) A filing by or against Veolia of a petition in bankruptcy, reorganization, insolvency, conservatorship, or similar proceeding.

5) Failure of Veolia to pay any amounts owing to any persons performing any portion of the work, or the failure of Veolia to pay its debts

incurred on the Agreement as they become due, except where payment is withheld pursuant to a bona fide dispute, providing that such failure continues for a period of ten (10) working days after written notice to Veolia by the County.

6) The attachment, levy, execution, or other judicial seizure of any portion of Veolia's property, or any substantial portion of the other Veolia Assets, which is not released, expunged, bonded off, or discharged within a period of thirty (30) working days.

7) Material failure to comply with any law, ordinance, rule, regulation, or order of a legal authority applicable to Veolia, the Services, or the Agreement.

8) Failure to indemnify any party that Veolia is obligated to indemnify under the Agreement.

9) Failure to promptly correct or re-perform rejected work or Services.

10) Conviction of Veolia or any of its directors, officers, Members of the Senior Management Team, partners, or principals of a violation of any federal, state, or local criminal law arising out of the performance of the Services or payments under this Agreement.

(b) If the County determines that Veolia is in default of the Agreement, the County shall notify Veolia by issuing a Cure (show-cause) Notice describing the default. If Veolia fails to cure the default within twenty one (21) Calendar days after receipt of such Cure Notice, or if the default cannot be cured within twenty one (21) Calendar days, and Veolia fails to commence to cure within said time, or, in the case of a serious safety violation, Veolia fails to commence the cure within five (5) calendar days, and Veolia fails to diligently proceed to cure within the time necessary to cure said default, the County may, by written notice, immediately terminate Veolia's right to proceed under all or such part of the Agreement as the County determines. Whether or not the Agreement or any part thereof is terminated, Veolia shall be liable for any damage to the County resulting from Veolia's default.

(c) Upon the County's termination of the Agreement because of Veolia's default under the Agreement, the County shall have the right to continue the work for the time required to put in place new operations management. The County will not be required to obtain the lowest prices for continuing the work during the transition, but shall make such expenditures that, in the County's reasonable judgment, best accomplish such continuance; provided that Veolia shall be responsible for any excess costs to continue the Services for no longer than the reasonable time necessary to implement new operations management.

(d) If the termination is due to the failure of Veolia to fulfill its contractual obligations, Veolia shall be liable to the County for any reasonable excess costs occasioned to the County above what would have been due Veolia under this Agreement to continue the work during re-solicitation. The expense of continuing the work or any other costs or

damages otherwise resulting from failure of Veolia to fulfill its obligations, will be charged to Veolia and will be deducted by the County out of such payments as may be due or may at any time thereafter become due to Veolia. If such costs and expenses are in excess of the sum which otherwise would have been payable to Veolia, then Veolia shall promptly pay the amount of such excess to the County upon notice of the excess so due.

(e) If the Agreement is terminated as specified in this Section, the County may require that Veolia transfer title to and deliver the following items to the County as directed: any goods, fixtures, plans, drawings, information, reports, estimates, Agreement rights and other items that Veolia has specifically produced or acquired for the terminated portion of the Agreement and would have been required to be furnished to the County if the Agreement had been completed. Veolia also shall, at its sole expense protect and preserve property in its possession in which the County has an interest.

(f) If, after the notice of termination for failure to fulfill Agreement obligations, it is determined that Veolia has not so failed, the termination shall be deemed to have been effected for the convenience of the County. In such event, all sums paid to or claimed by the County by reason of the alleged default of Veolia shall be reimbursed to Veolia and adjustments shall be made as provided in Section 18.1 entitled "Termination for Convenience of the County", herein.

(g) Veolia shall not be entitled to anticipatory or consequential damages as a result of any termination under this Section. Payment to Veolia in accordance with this Section shall constitute Veolia's exclusive remedy for any termination hereunder. The rights and remedies of the County provided in this Section are in addition to any other rights and remedies provided by law or under the Agreement.

18.3 Termination by Veolia for Transit Committee's Failure to Approve Annual Plan, Remedy a Major Event or Approve a Change during a Quarterly Review. In the event that the Transit Committee fails to approve the Annual Plan/Annual Budget submitted to it by Veolia in the time frame specified in Section 12.1, or fails or refuses to approve reasonable route, service or fare adjustments as recommended by Veolia as provided in Section 12.2 or Section 12.3, or if the parties are unable to agree on revised farebox terms as provided under Section 16.1, then this Agreement is subject to termination by Veolia. Termination of the Agreement shall be effective (i) one (1) year from the end of the sixty (60) day period specified in Section 12.1, (ii) one (1) year from the date of Veolia's notice of termination which notice may be given when 45 days have passed since Veolia provided to the Transit Committee the recommended service changes or fare adjustments in response to the Major Event and the County has not taken final action to fully mitigate the financial effects of the Major Event, or (iii) one (1) year from the end of the quarter in which the Transit Committee fails to approve service or fare adjustments during a Quarterly Review. As of the effective date of a termination under this Section, possession of all County Assets shall be returned to the County and, unless otherwise agreed, Veolia's Services shall terminate and Veolia shall have no further obligation to the County, except for those obligations that expressly survive the termination of this Agreement and in accordance with all of Veolia's obligations in Section 26 and Veolia's obligation to return all County Assets pursuant to Section 8 above. Provided Veolia is not in default of this Agreement, nothing in this Subsection shall relieve the County of its obligation to pay the Fees provided under this

Agreement to Veolia, in accordance with applicable terms of this Agreement, up to the date of termination by Veolia.

18.4 Termination by Veolia for Default of the County. If the County materially breaches this Agreement, including without limitation, fails to pay an invoice from Veolia within sixty (60) days of receipt by the County, and (i) the invoice was submitted to the County in accordance with the County's bill-paying procedures, and (ii) the County fails to cure such breach or nonpayment within sixty (60) days after written notice to the County by Veolia specifying the nature of the default, Veolia shall have the right to terminate this Agreement in accordance with all of Veolia's obligations in Section 26 and Veolia's obligation to return all County Assets pursuant to Section 8 above.

18.5 Termination by Reason of Section 2.1. In the event that the Transit Committee powers are adjusted by the County so as to substantially limit or diminish Veolia's rights under this Agreement, as referenced in Section 2.1 above, then Veolia shall have the right to give written notice to the County to cure said adjustment, specifying the reasons for the objection, whereupon the County shall have a period not to exceed 90 days from date of receipt of said written notice, to cure the objections of Veolia. In the event that the County fails to timely cure said objection within ninety (90) days, or if, despite the due diligence of the County, the cure cannot be accomplished within ninety (90) days then within such additional time as is required to accomplish the cure if diligently pursued, Veolia shall have the right to terminate this Agreement. Any termination under this Section 18.5 shall be treated as a Termination for Convenience of the County as provided in Section 18.1 above.

19. Advertising Revenues.

19.1 Veolia may sell and post advertising in the interior and/or exterior of Revenue Vehicles, and other County Assets subject to the Standards annexed hereto as Exhibit B, and applicable law. Veolia shall be responsible for administering an open and competitive process for soliciting proposals for any advertising relating to the operation of the Transit System. This process must be conducted in accordance with any and all applicable federal, state, County and local laws, regulations and ordinances, as well as applicable County policies and guidelines. The use of electronic and other media for the purpose of display advertising will be permitted on a case-by-case basis in the sole discretion of the County and shall be consistent with applicable federal, state and local laws as well as County policies, if any. Advertising shall not obscure or interfere with safe operations of Revenue Vehicles, as well as the display of information necessary for the public, such as the route number or destination of the Revenue Vehicle, schedules, or fares. Veolia shall maintain the advertising in a clean and attractive condition at all times and shall be responsible for all costs associated therewith.

19.2 Veolia shall have the right to all revenue, if any, from the sale of advertising on the Revenue Vehicles and other designated County Assets used in providing the Services. In the event that Veolia has an agreement with another party for advertising rights to its transit fleet, all revenues generated to Veolia by advertising on the Revenue Vehicles used in the Transit System shall become the property of Veolia. In connection with the foregoing, Veolia will provide certified monthly reports of advertising revenue received. It is expressly understood that Veolia may not permit or control any advertising or marketing materials on

any bus waiting facilities, including but not limited to bus shelters and bus benches, unless the County enters into a written agreement with Veolia for such advertising or marketing services. In the event that Veolia deems it necessary or advisable to post any service notices on such waiting facilities, Veolia may do so in coordination with the County's approved vendor for such advertising and marketing bus waiting facility services.

20. Operating Authority.

20.1 Prior to the start-up of any transportation services, Veolia shall evidence in writing to the County that it has received all required operating authority from the New York State Department of Transportation (NYSDOT) in accordance with the applicable provisions of Articles 6 and 7 of the Transportation Law. The County will fully cooperate with and assist Veolia to the maximum extent reasonably possible in obtaining said authority. Said authority shall remain in effect for the Term of the Agreement or for an extension hereto.

21. Compliance with All Laws; Licensing.

21.1 (a) Pursuant to Local Law 1-2006, Nassau County Miscellaneous Laws Title 57 (the "Living Wage Law"), as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County, Veolia agrees as follows:

1) Veolia shall comply with the applicable requirements of the Living Wage Law, as amended;

2) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, such breach being determined solely by the County. Veolia has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

3) On a yearly basis, Veolia shall provide the County with any material changes to its Certificate of Compliance, attached to this Agreement as Schedule 6.

(b) The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. Veolia acknowledges that Veolia Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify Veolia of such request prior to disclosure of the Information so that Veolia may take such action as it deems appropriate.

(c) Veolia shall comply with any and all applicable Federal, State and local Laws, rules and regulations, including, but not limited to those relating to procurement, conflicts of

interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, Veolia is bound by and shall comply with the terms and conditions of the applicable Federal Transit Administration clauses contained in Rider A and the applicable New York State clauses contained in Rider B. Additionally, Veolia is bound by and shall comply with the guidelines for Equal Employment Opportunities for Minorities and Women set forth on Schedule 7.

21.2 (a) Veolia shall procure and maintain in full force and effect for the Term of this Agreement all permits, licenses, and approvals from governmental authorities having jurisdiction required for the lawful operation of this Agreement and the facilities included hereunder.

(b) All equipment used in the operation of this Agreement shall conform with all applicable mandatory safety standards and requirements including but not limited to those of the USDOT, the NYSDOT and the NYSDMV.

(c) In addition, all Revenue Vehicles operated, services rendered and maintenance performed pursuant to this Agreement shall comply with (and Veolia shall hold the County harmless for Veolia's failure to so comply) all Federal, State and Local laws, rules and regulations and Orders, including but not limited to, the Labor Law, Worker's Compensation Law, Unemployment Insurance Law; Federal Social Security Law, Omnibus Transportation Employee Testing Act, Drug and Alcohol Testing Requirements, Clean Water Act, Clean Air Act, the Immigration Reform and Control Act, the State Energy Conservation Plan issued in compliance with the Energy Policy Conservation Act, rules and regulations promulgated by the United States Department of Labor and/or the Industrial Commissioner of the State of New York and all amendments and additions thereto; and the statutory and regulatory requirements promulgated by the Federal Transit Administration (FTA) and the New York State Department of Transportation (NYSDOT) (including but limited to the State mandated Transportation Safety Plan). It shall be the responsibility of Veolia to ascertain and conform to such changes as may affect the services to be provided hereunder; this conformance all at no additional cost to the County, provided, however, that costs resulting from changes in said laws and regulations affecting Veolia's cost of performing the Agreement shall be addressed in the Quarterly Review in accordance with Section 12.2 and contained in the next prepared Annual Plan and Annual Budget.

(d) Veolia shall retain all documentation and cooperate with the County and prepare any reports requested by the County, or any other governmental entity, in connection with any review or audit of the Transit System conducted by a governmental entity. Without limiting the foregoing, documentation and reports shall be prepared, (and retained for at least six years following termination or expiration of this Agreement unless a longer retention term applies under applicable law), for the following twenty-four (24) areas, which list is not intended to be exhaustive:

1) Legal
2) Financial
3) Technical
4) Satisfactory Continuing Control

5) Maintenance
6) Procurement
7) Disadvantaged Business Enterprises
8) Buy America
9) Debarment and Suspension
10) Lobbying
11) Planning/Program of Projects
12) Title VI
13) Fare Increases & Major Service Reductions
14) Half Fare
15) Americans with Disabilities Act
16) Charter Bus
17) School Bus
18) National Transit Database
19) Safety and Security
20) Drug-Free Workplace
21) Drug & Alcohol Program
22) Equal Employment Opportunity
23) ITS Architecture
24) American Recovery and Reinvestment Act

22. Safety Practices.

22.1 If any of Veolia's employees are required to visit any hazardous worksites, Veolia shall furnish suitable safety equipment and enforce the use of such equipment by those personnel. Veolia shall cooperate and coordinate with the County and with any other County contractors on safety matters and shall promptly comply with any specific safety instructions or directions given to Veolia by the County.

23. Coordination of Services.

23.1 It shall be Veolia's responsibility to be thoroughly knowledgeable of adjacent fixed route bus lines, rail and ADA paratransit services in terms of operating schedules, route termini and coverage, and extent of hours of operation, and it will use best efforts to enable convenient trip connections between the services it operates and those operated by others.

24. Other Bus Lines Operated by Veolia.

24.1 Unless specifically authorized in writing by the County and except for bus-bridging for the Long Island Rail Road, Veolia will not operate any service which, in the County's sole discretion, not to be unreasonably exercised, may be deemed to compete with any Services covered by this Agreement.

25. ADA: Provision of Alternate Transportation.

25.1 Pursuant to the requirements of the Federal Americans with Disabilities Act, as amended, (the "ADA"), as well as all other applicable laws, rules and regulations, Veolia

shall provide or arrange for paratransit or alternate transportation services for all eligible customers with disabilities, including but not limited to such eligible customers who request such services or those who cannot use fixed route Revenue Vehicles due to inoperable wheelchair lifts or ramps. Unless otherwise specified by the County, Veolia shall be responsible for the certification process for eligible paratransit customers as well as a third party appeals process, all in a manner consistent with the ADA. Such alternate transportation may also be required when eligible customer(s) with visual impairments are left stranded, missed their bus or connecting bus or otherwise cannot complete their trip due to a failure to make required announcements concerning bus stops, bus route destinations or connecting points for transferring customers. Veolia shall maintain and provide to the County all records regarding such alternate transportation services. Veolia will establish, and meet, no less frequently than required by applicable law (but in no event less than one time per year), with advisory and appeals panels consisting of potential customers with disabilities and their representatives, to discuss service to people with disabilities and methodologies for improvement to such service. The County and Veolia shall work collaboratively to establish performance measurements and targets for services to customers with disabilities and alternate transportation as described in this Section, all of which will be part of the Performance Scorecard.

26. Continuity of Services

26.1 (a) Veolia recognizes that the Services are vital to the County and must be continued without interruption and that, upon termination or expiration of this Agreement, the County or another contractor, may continue them. In recognition of this, Veolia agrees to exercise its best efforts and cooperation to effect an orderly and efficient transition to the new operator which efforts shall include, at no cost to the County, delivery of the following information and documents:

1. Employee lists by position and seniority date
2. Current inventories of County Assets
3. Vehicle maintenance records
4. Collective bargaining agreements
5. Summary plan descriptions of all employee benefit plans
6. Current route and schedule data
7. Current run cut
8. Most recent ridership and farebox revenue reports
9. Any other non-proprietary and non-privileged or confidential information (e.g. employee privileged information such as medical or disciplinary documents) maintained by Veolia and reasonably accessible to it that is reasonably required to effect the transition.

(b) Veolia shall, upon the Parties' written agreement:

1) Furnish phase-in, phase-out services for up to 90 days after the Agreement expires,

2) Negotiate in good faith a plan with the new operator to determine the nature and extent of phase-in, phase-out services required. The plan

shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the County's approval. Veolia shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this Agreement are maintained at the required level of proficiency, and

3) Veolia's reasonable costs of compliance with the requirements of this Section (b) shall be directly reimbursed by the County to Veolia without profit or markup. The Parties recognize and agree the said costs are not included in the Annual Plan or Annual Budget and must therefore be compensated to Veolia by the County.

(c) Veolia shall allow as many personnel as practicable to remain on the job to help the new operator maintain the continuity and consistency of the services required by this Agreement. In a manner consistent with applicable law, Veolia shall disclose necessary personnel records and allow the new operator to conduct on-site interviews with these employees. If selected employees are agreeable to the change, Veolia shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the new operator.

(d) Should employees being transferred be required to undergo training, Veolia shall work with new operator as to agreeable dates and times employees may be allowed to attend training session(s).

(e) The parties' obligations hereunder shall survive the termination or expiration of this Agreement.

27. Communications.

27.1 (a) Veolia shall fully cooperate with the County in implementing the Services. Veolia shall have in person meetings with authorized County representatives on a quarterly basis at a minimum and upon request by the County or the Transit Committee, regarding program policy and administration, grants management and capital programs management, day-to-day customer and operational matters and any other matters regarding the Services.

(b) Veolia shall maintain voice communications with its bus operators at all times while Transit System Revenue Vehicles are on the road. Veolia shall prohibit its drivers from using cell phones while operating Revenue Vehicles.

(c) Veolia shall maintain operator-assisted telephone line(s) for customer call-taking and direct communication with the County during the hours and days of transit operations, as set forth on Schedule 8, and shall monitor and keep records of such communications including, without limitation, on-hold time. In the Annual Plan, Veolia may recommend to the County changes in such Schedule which shall be subject to approval by the Transit Committee. Staffing of such telephone line(s) shall be commensurate with anticipated call volume and shall be capable of providing basic schedule and route information for the performance of the Services, as well as be responsive to customer

requests for assistance. Veolia shall at all times maintain telephone, fax and email communication capabilities for direct communication with the County. Communications performance under this Section 27 shall be measured on the Performance Scorecard.

28. Confidentiality and Dissemination of Information.

28.1 (a) Veolia agrees that for and during the entire Term of the Agreement, any information, data, figures, records, findings and the like received or generated by Veolia in the performance of the Agreement, shall not be divulged to any person, firm, corporation, or other entity except on the written authorization of the County, or as required by law. Further, upon termination of the Agreement for any reason, Veolia agrees that it will continue to treat as private and privileged any information, data figures, records and the like, and will not release any such information to any person, firm, corporation or other entity, either by statement, deposition, or as a witness except where compelled by court order or otherwise required by law. Veolia shall promptly notify the County of any service of process seeking disclosure of information so that the County may take those actions necessary to protect the County's interests.

(b) Except for general data (including, for example, data identifying localities where Veolia provides transit services together with a general description of the nature and extent of the services), Veolia shall not publish information or technical data specific to the Services hereunder acquired or generated by Veolia in performing the Agreement until such time as such information or technical data is released in published reports by the County or written consent is provided by the County.

(c) In the event that Veolia receives a FOIL request for disclosure of Information, Veolia shall immediately notify the County of such request and prior to any disclosure so that the County may take such action as it deems appropriate.

(d) The provisions of this Section shall survive the termination of this Agreement.

29. Data Collection; Reports.

29.1 (a) Veolia shall collect and record data as required by applicable laws or at the County's or the Transit Committee's request and submit regular financial reports and performance reports on Service standards. This shall include reports, both orally, in writing, and electronically as may be required by the County or the Transit Committee.

(b) Veolia shall provide all information and reports as required by the FTA and NYSDOT and shall permit access to books, records, accounts other sources of information and facilities as may be requested or required by the County or the Transit Committee or other authorized state or Federal agencies. All data gatherings and reporting shall conform to applicable County, state, and Federal requirements, including those of the FTA and NYSDOT. Reports to be submitted to the County include but are not limited to quarterly Transportation Electronic Award Management System ("TEAM") milestone and financial reports, annual National Transit Database ("NTD") reports, and annual Management Information System ("MIS") reports.

(c) Veolia shall be required to have internet access to remain current with all New York State, County and Federal rules and regulations and transportation industry practices.

(d) All statistical data and reporting supplied to the NYSDOT or FTA by Veolia related to this Agreement shall be simultaneously supplied to the County.

(e) The provisions of this Section shall survive the termination of this Agreement.

30. Accident Reporting and Processing.

30.1 (a) Unless otherwise advised by the County, Veolia shall notify the County no more than within twenty-four (24) hours in the event of any accident or incident, involving personal injury which requires transport of the injured individual to a hospital or resulting in sufficient damage to a Revenue Vehicle that said Vehicle must be towed from the accident scene. Veolia shall address accident notifications to the County Attorney's Office at the below address unless advised otherwise by the County, in writing.

Nassau County Attorney
1 West Street
Mineola, New York 11501

In addition to notifying the County as specified herein, Veolia shall notify all other agencies of any such accidents and incidents as is required by applicable federal, state or local laws.

(b) Veolia shall handle all lawsuits and claims pursuant to Section 14 above.

(c) In the event of a Vehicle accident or incident resulting in any property damage requiring that a Vehicle be towed or death or injury requiring transport of an individual to a hospital, Veolia shall immediately direct the individual operating the bus to report for post-accident drug and alcohol testing in accordance with procedures outlined by the FTA Drug and Alcohol Testing Regulations (49 CFR Part 655) and the US Department of Transportation (DOT) Procedures for Transportation Workplace Drug and Alcohol Testing Programs (49 CFR Part 40), or any successor regulations promulgated by the FTA or USDOT.

(d) Failure of Veolia to report an accident to the County as required by this Agreement or applicable law or to follow the post-accident drug and alcohol testing procedures contained above may result in a penalty to Veolia in the amount of Five Hundred Dollars ($500.00) for each occurrence of non-compliance. Said penalty will be deducted from payments to be made to Veolia under the terms of this Agreement.

(e) Veolia shall develop and submit to the County Attorney's office written quarterly reports of all accidents or incidents involving County Assets. Veolia's performance under this Section 30 shall be measured on the Performance Scorecard.

31. Independent Contractor.

31.1 (a) Veolia is an independent contractor of the County. Veolia shall not, nor shall any officer, director, employee, servant, agent or independent contractor of Veolia (a "Veolia Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

(b) Veolia and the County agree that no persons supplied or employed by Veolia in the performance of Veolia's obligations under the Agreement are considered to be employees of the County and that no rights of County civil service, retirement or personnel rules accrue to such persons. Veolia shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, worker's compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the County harmless with respect thereto.

32. Accounting Procedures; Records; Inspection.

32.1 (a) Veolia shall maintain full and complete books and records, in accordance with Generally Accepted Accounting Principles, and all applicable law.

(b) Unless otherwise required by applicable law, Veolia shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Such Records shall include Driver Lists setting forth material information including but not limited to driver identification, days, dates, shift times, number of hours, separate identification of any overtime worked by driver, and vacant or open positions.

(c) Such Records shall at all times be available for audit and inspection by the County Comptroller's Office, the County Attorney's Office, any other governmental authority with jurisdiction over the provision of Services hereunder and/or the payment therefor, and any of their duly designated representatives.

(d) The provisions of this Section shall survive the termination of this Agreement.

32.2 (a) Veolia shall provide employees of the Nassau County Office of Real Estate Services and any of its designated representatives with office space or a workstation for the purpose of examining such Records and/or monitoring Veolia's compliance with this Agreement and applicable Federal, State and County laws, rules and regulations.

(b) Veolia shall provide authorized representatives of the County access to all County Assets and permit such representatives of the County to board all Revenue Vehicles, during hours of service, with or without prior notification to Veolia, for the purpose of observing and/or monitoring Veolia's compliance with this Agreement and applicable Federal, State and County laws, rules and regulations as well as for the purpose of

obtaining information from or about customers and equipment. Upon boarding Revenue Vehicles, such County representatives shall display County identification to the driver and shall ride fare free only when in performance of such observation or monitoring.

32.3 Veolia shall employ staff that shall be completely familiar with the financial record keeping and reporting requirements of Veolia, as well as any applicable federal, state or local laws, rules and regulations, and shall provide such audit support to work with the County and/or its representatives during audits and/or inspections.

33. Civil Rights Responsibilities.

33.1 (a) Affirmative Action/Equal Employment Opportunity (EEO) - Veolia shall develop, review and update an Affirmative Action and an EEO plan for the Services; maintain compliance with applicable Federal, state, and local EEO laws and shall be responsible for all required filings under same; reclassify company job categories and wage/hours status as necessary.

(b) American with Disabilities Act; Family and Medical Leave Act; Rehabilitation Act - Veolia shall comply with all requirements of applicable laws, rules and regulations pertaining to people with disabilities and other federally-protected conditions, including but not limited to the ADA, the Family and Medical Leave Act (FMLA) and the Rehabilitation Act (RA) concerning all County Assets used in connection with the provision of Services under this Agreement as well as all applicable provisions relating to the public generally as well as Veolia's personnel. Veolia shall be responsible for all required public notices, hearings and other required outreach, as well as the preparation of any necessary documentation or filings required by all applicable federal, state or local agencies.

(c) Title VI of the Civil Rights Act of 1964 - Veolia shall develop a Title VI complaint procedure to identify and investigate Title VI complaints; this procedure shall be made available to the public as required by applicable law. Veolia shall also maintain a record of all Title VI investigations, complaints and lawsuits. The County shall be promptly notified in writing of all Title VI claims or lawsuits. Veolia shall also develop a Title VI program in accordance with FTA Circular 4702.1A, as it may be updated or amended from time to time. Veolia shall comply with Title VI and Limited English Proficient (LEP) population requirements in all public outreach and other related activities.

34. Marketing and Public Relations.

34.1 (a) Veolia shall be solely responsible for the preparation and dissemination of all schedules, maps, tickets, passes and any other related materials required for performing the Services hereunder. Such material shall be made available in both printed and electronic formats, and comply with all applicable laws including but not limited to laws governing language differences as well as accessibility.

(b) Veolia shall develop for the County's consideration and collaborative agreement marketing and branding program designed to promote the Services and increase ridership. Following agreement with the County on such marketing and branding program, Veolia shall be solely responsible for the creation, implementation and management of the

marketing and branding program.

(c) The County may request that Veolia post or distribute County notices or marketing materials, and cooperate and participate in County marketing, promotion, advertising, public relations, and public education programs and projects. Veolia shall undertake reasonable efforts to satisfy such requests provided that any notices or other documents submitted by the County shall be distributed and displayed only on the inside of Revenue Vehicles, and shall not violate the terms of any other advertising agreements or interfere with the safe operation of the Transit System.

(d) Veolia shall also distribute and display public information materials on Revenue Vehicles in accordance with all applicable laws and public emergencies. Outdated materials must be promptly removed. In accordance with the County's current Limited English Proficiency (LEP) plan, and any subsequent such plan, materials must be published in English and Spanish, at a minimum.

(e) Under no circumstances shall Veolia or its employees distribute any unauthorized materials pertaining to the County, without prior written permission from the County.

35. Grants Management; Capital Program Management.

35.1 (a) Veolia shall comply with all FTA and NYSDOT grant requirements and will be responsible for determining the capital needs of the Transit System and coordinating with the County to identify projects to be included in the County's capital planning and grant management relating to the Services.

(b) The County shall enter into grant contracts with applicable government entities for capital assets, operating assistance and projects which include federal and state funding including, without limitation, Revenue Vehicles. Veolia shall assist the County with such grant applications and any other funding opportunities that may be available. The County may direct Veolia to submit grant applications directly to federal or state entities on behalf of the County, by separate written agreement. Veolia shall not submit grant applications directly to federal or state entities unless authorized to do so by the County in writing.

(c) Veolia shall manage the grant funds and ensure compliance with all applicable FTA and NYSDOT requirements, in accordance with, among other requirements, Grant Management Requirements FTA Circular 5010.1 D, Capital Investment Program Guidance and Application Instructions FTA Circular 9300.1 B, Urbanized Area Formula Program: Program Guidance and Grant Application Instructions FTA Circular 9030.1 D, and the FTA Master Agreement. Managing the grant funds includes but is not limited to: procurement of transit assets and services in accordance with FTA Circular 4220.1 F, preparation and management of contracts in accordance with all applicable federal state and local laws and regulations, preparing materials for and participating in the FTA Triennial Review, and any other specialized review as needed or directed by the County. The

County's current FTA Master Agreement is attached hereto as Exhibit C.

(d) Veolia shall develop quarterly progress reports on all open grants and submit these reports to the County within fifteen (15) days after the close of each Federal Fiscal Quarter. The reports shall include milestone progress, financial drawdowns and procurement of transit assets and services, at a minimum. Veolia will be required to meet with the County at least bi-annually, to provide the County with an update on the grants and the capital program. Veolia shall attend all capital review meetings with the County, the FTA and New York State, as deemed necessary in the County's sole discretion. The County will notify Veolia of these meetings in advance. Upon the County's request, Veolia shall initiate and manage all such meetings.

(e) Veolia shall properly certify the FTA's Certifications and Assurances every Federal Fiscal Year and submit the certified form to the County within thirty (30) days of the publication of the Federal Register containing the Annual List of Certifications and Assurances. Veolia shall be responsible for monitoring the Federal Register for such annual publication.

36. Service Planning

36.1 Veolia shall be responsible for developing a long-term plan for the future of the Transit System within one year of the Commencement Date of this Agreement. Such long term planning shall include, but not be limited to operational analyses, specialized transportation studies, connectivity studies, performance measures, public outreach and involvement, policy development, service strategy development, financial planning and any other areas as reasonably determined to be necessary by Veolia or the County. Veolia shall submit the plans to the County and the Transit Committee and shall update said plans with every Annual Plan as specified above in Section 12. Plan and study costs shall be included in the applicable Annual Plan and Budget.

37. No Arrears or Default.

37.1 Veolia represents that it is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County or any other governmental authority. Veolia shall certify in its Annual Plan continuing assurances of these representations.

38. Ownership of Patents, Trademarks and Copyrights; Infringement

38.1 (a) Except with respect to materials that are (i) the property of Veolia and have been modified or amended without County, federal or state funds to fulfill the Services hereunder, or (ii) funded with federal, state or County funds under an approved Annual Plan (in which case such excepted materials shall be owned by the County and Veolia shall have a non-exclusive perpetual license to use said material without compensation to the County), any reports, documents, data, photographs and/or other material produced by Veolia pursuant to this Agreement, and any and all drafts and/or other preliminary materials, in

any format related to such items, shall be the exclusive property of Veolia, provided, however, that the County shall have a non-exclusive perpetual license to use (and to sub-license to a follow on operator of the Transit System) said material, without compensation to Veolia, provided that such use is limited to the Nassau County geographic area.

(b) Except as provided in Section 38.1(a), any reports, documents, data, photographs and/or materials produced pursuant to this Agreement ("Copyrightable Materials") shall not be considered "works-made-for-hire" within the meaning and purview of Section 1 of the United States Copyright Act, 17 U.S.C. §1 01, and Veolia shall be the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might exist. Veolia hereby conveys to the County, free and clear of any liens, claims or other encumbrances, a non-exclusive license to the use of the Copyrightable Materials.

(c) Veolia shall indemnify and hold harmless the County and all of its Officers, employees and agents ("Indemnified Parties") against any and all liabilities, losses, costs, expenses (including reasonable attorney's fees and disbursements) and damages ("Losses") arising out of or in connection with any claim for infringement by Veolia or the County due to any acts or omissions by Veolia, of any copyright, trade secret, trademark or patent rights of design, systems, drawings, graphs, charts, methodologies, specifications or printed matter furnished or used by Veolia in the performance of this Agreement. Veolia shall indemnify and hold harmless the Indemnified Parties regardless of whether or not the infringement arises out of compliance with the scope of services or work.

(d) Veolia's obligations hereunder shall survive termination or expiration of this Agreement.

39. Internal Dispute Resolution.

39.1 Prior to any dispute, difference or disagreement arising out of this Agreement proceeding to litigation through the courts, the parties shall seek to resolve the matter by referring to the Director of Real Estate and the CEO of Veolia's Senior Management Team for an amicable resolution.

39.2 If any such dispute, difference or disagreement is not satisfactorily resolved in accordance with Section 39.1 within thirty (30) days, either party shall have the right to commence an action in state or federal court pursuant to the terms of this Agreement, and all applicable laws, rules and regulations.

40. Limitations on Actions; Special Proceedings Against the County.

40.1 No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

1) At least thirty (30) days prior to seeking judicial relief Veolia shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the County Attorney for adjustment and the County shall have neglected or refused to make an adjustment

or payment on the demand or claim for thirty (30) days after presentment. Veolia shall send or deliver copies of the documents presented to the County Attorney under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the County Attorney. The complaint or necessary moving papers of Veolia shall allege that the above-described actions and inactions preceded Veolia's action or special proceeding against the County.

2) Such action or special proceeding is commenced within the earlier of (i) two (2) years of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

41. Consent to Jurisdiction and Venue; Governing Law.

41.1 Unless otherwise specified in this Agreement or required by law, jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State or the Federal District Court for the Eastern District of New York and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the laws of New York State, without regard to the conflict of laws provisions thereof.

42. All Legal Provisions Deemed Included; Severability; Supremacy; Construction.

42.1 (a) Every provision required by law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, rider, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this

Agreement, so if any construction is made of the Agreement it shall not be construed against either party as drafter.

43. Assignment; Amendment; Waiver; Subcontracting.

43.1 This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, or (iii) waived, without the prior written consent of the County Executive or his or her duly designated deputy, and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

43.2 Except for the County Assets provided by the County under this Agreement, Veolia shall be solely responsible for the procurement and subcontracting of all necessary goods and services, including but not limited to grant-funded goods and services, to perform the Services under this Agreement. Veolia shall provide to the County written quarterly updates of all subcontracts entered into (and a summary of the applicable Scope of Work for each subcontract) during the preceding three month period.

44. No Waiver.

44.1 (a) Failure of either party to enforce at any time, or from time to time, any provision of the Agreement shall not be construed as a waiver thereof.

(b) No waiver by either party of any breach of any provision of the Agreement shall constitute a waiver of any other breach or any other provision.

(c) Failure or delay by either party to insist upon strict performance of any terms or conditions of the Agreement, or to exercise any rights or remedies provided herein by law, shall not be deemed a waiver of any right of that party to insist upon strict performance of the obligations set forth in the Agreement, or any of its rights or remedies as to any prior or subsequent default hereunder.

45. Work Performance Liability.

45.1 (a) Veolia is and shall remain primarily liable for the successful completion of all work in accordance with this Agreement irrespective of whether Veolia is using an officer, employee or agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such officer, employee or agent has been approved by the County.

(b) Nothing contained in this Agreement or otherwise shall create any contractual relation between the County and any subcontractors. Veolia agrees to be as fully responsible to the County for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Veolia.

(c) The County shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

46. Other Responsibilities.

46.1 (a) Veolia shall have available on each Revenue Vehicle in service customer comments/suggestion forms or other County issued/authorized literature and materials for distribution on demand or general placement in or on the Vehicle.

(b) Veolia shall notify the County of the need for additional printed materials.

47. Administrative Service Charge.

47.1 Veolia agrees to pay the County an administrative service charge of Five Hundred Thirty-Three and 00/100 Dollars ($533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Numbers 201-2001 and 126-2006.

48. Executory Clause.

48.1 Notwithstanding any other provision of this Agreement:

1) The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any person or entity unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive or his duly authorized representative.

2) The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any person or entity beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the State and/or federal governments, then beyond funds available to the County from the State and/or federal governments.

49. Force Majeure.

49.1 The obligations of the parties under this Agreement notwithstanding, neither party shall be liable for any alleged breach, failure, delay, or interruption of service or for any alleged breach, failure or delay in the performance of any obligation under this Agreement resulting from any failures or delays due to strikes, work stoppages or slowdowns, walkouts or other concerted activity, acts of God, enemy action, civil commotion, or extreme weather events, provided that notwithstanding the foregoing, Veolia hereby agrees to exercise reasonable efforts to carry out at least a minimum level of the Services consistent with safety and public order hereunder even in the event of events typical for the region such as hurricanes, tornadoes and strikes by other transit providers, as County residents will be relying on the provision of such Services under such anticipated events.

50. Contract Administrator; Notice.

50.1 The representatives of the respective parties who are authorized to administer this Agreement on behalf of their respective party are as follows:

For the County:

Carl Schroeter, or his successor
Nassau County
Office of Real Estate Services
1 West Street
Mineola, New York 11501

For Veolia:

Steve Shaw, or his successor
Veolia Transportation Services, Inc.
2100 Huntingdon Avenue
Baltimore, Maryland 21211
and
Michael Setzer, or his successor
Veolia Transportation Services, Inc.
700 Commercial Avenue
Uniondale, New York 11530

50.2 Any notice required under this Agreement shall be as follows:

To the County:

John Ciampoli, Esq., or his successor
Nassau County Attorney
1 West Street
Mineola, New York 11501

With a copy to:

Carl Schroeter, or his successor
Office of Real Estate Services
1 West Street
Mineola, New York 11501

To Veolia:

Ken Westbrook, President and COO
Veolia Transportation Services, Inc.
720 East Butterfield Road
Suite 300
Lombard, Il 60148
Attention: President and COO

With a copy to:

Alan B. Moldawer
EVP and General Counsel
Veolia Transportation, Inc.
720 East Butterfield Road
Suite 300
Lombard, Il 60148

50.3 Any demand, request, consent or other notice given or required to be given under this Agreement shall be deemed to have been duly and sufficiently given only if in writing and sent as follows:

(a) by overnight courier (any notice so delivered shall be deemed to have been received on the next business day following receipt by the courier); or

(b) by United States registered or certified mail, return receipt requested, postage prepaid (any notice so delivered shall be deemed to have been received on the third (3rd) business day after the delivery of any such notice to the United States Postal Registry Clerk);

50.4 The parties may from time to time change the designated persons in sub-sections 50.1 and 50.2 above upon written notice to the other party

51. Complete Agreement; Applicable Law; Incorporated Documents.

51.1 This Agreement contains the complete understanding of the parties with respect to the subject matter herein. No representations or warranties of either of the parties shall be binding upon them except as expressly set forth herein or incorporated herein by reference. No waiver, amendment or modification of any terms of this Agreement shall be binding upon the parties unless set forth in a writing signed by authorized representatives of both parties intending to waive, amend or modify such terms of this Agreement.

51.2 The following Schedules, Exhibits and Riders are incorporated into this Agreement and made a part hereof:

Schedules:

1 – Performance Scorecard
2 – County Assets
3 – Non-County Properties
4 – Maintenance Plan
5 - Fares
6 – Nassau County Local Law 1-2006 Certificate of Compliance
7 – Nassau County Local Law 14-2002 Equal Employment Opportunities for Minorities and Women
8 – Operator-Assisted Telephone Lines

Exhibit:

Exhibit A - Policies and Standards for Marketing and Advertising
Exhibit B - FTA Master Agreement

Riders:
Rider A – FTA Clauses
Rider B – New York State Clauses

52. No Third Party Beneficiaries

52.1 This Agreement is entered into solely for the benefit of the County and Veolia. No third party shall be deemed a beneficiary of the Agreement and no third party shall have the right to make any claim or assert any right under the Agreement.

53. Headings.

53.1 The Section headings contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

54. Further Assurances.

54.1 Following the execution of this Agreement, either party shall take such further action and shall execute and deliver such further documents as may be reasonably requested by the other party or otherwise required by law in order to carry out the provisions and purposes of this Agreement.

55. Counterparts.

55.1 This Agreement may be executed in counterparts, including via facsimile or other electronic means, each of which shall be deemed an original, and all of which taken together shall be deemed one and the same instrument.

56. Preparatory Activities

56.1 Scope of Work. The Parties acknowledge and agree that prior to the Commencement Date Veolia will conduct the following activities and such other activities as are further identified and agreed by the parties in preparation for commencement of the Services:

- Full identification of current MTA activities in delivering Long Island Bus services
- Labor evaluation and discussions/negotiations
- Develop Metro Card agreement
- Determine mechanisms for transfer of state grants from MTA to County
- Review status of federal grant agreements
- Develop process for review of maintenance records, inspection, repair of defects and transfer of LIB property/vehicles from MTA to County/Veolia
- Review MTA employee benefits and develop alternative proposals
- Review current service – hours, headways, routes – for cost effectiveness and potential revisions

- Evaluate revenue management – including fare collection, money counting, and depository receipts
- Evaluate calculation and receipt of fare share from MTA/Metro Card
- Identify and review contracts for goods and services currently used in operation of LIB and determine whether to transition or replace each contract
- Develop new contractors/contracts for necessary services not transitioned from current contractors
- Evaluate current staffing and develop staffing plan for implementation at transition
- Facility inspection and preparation for transition
- Conduct phase I environmental review of all real estate to be used after transition

56.2 County Support. In furtherance of and support to Veolia's undertaking of the above tasks, the County designates Veolia as its representative and agrees that it will, to the fullest reasonable extent of the County's capabilities:

- Provide/assist Veolia in obtaining documentation and records necessary for Veolia's preparation activities
- As requested, assist Veolia by facilitating contact/discussions with individuals and entities and access to facilities and equipment
- Arrange for full open access to facilities and LIB personnel

56.3 Compensation for Preparatory Activities. (a) Veolia shall document the costs it incurs in performance of the Preparatory Activities Scope of Work. Veolia shall provide the County with periodic reports of Preparation Costs incurred by Veolia or third parties engaged by Veolia. The County shall reimburse to Veolia (without fee or markup, and up to a maximum amount of $1.06 million) all reasonable documented costs actually incurred for the items enumerated in Section 56.1 above that were incurred in the performance of the Preparatory Activities Scope of Work ("Preparation Costs") as set forth in (b) below.

(b) The Veolia Preparation Costs shall be reimbursed in full, subject to the maximum amount specified above, by the County in accordance with this subsection and in accordance with the County's bill-paying procedures. Within thirty (30) days after the Commencement Date, Veolia shall present a full recap of all Preparation Costs to the County together with supporting documentation therefor. The County shall review Veolia Preparation Costs. Following County approval of the Preparation Costs, the costs shall be amortized over a period of twelve (12) months and included in the applicable Annual Plan and Annual Budget as costs of the Transit System. In order that the Preparation Costs are included in the Annual Plan and Annual Budget for the first year of operation, Veolia shall include its best estimate of the likely Preparation Costs in the first Annual Plan and Annual Budget. The difference between Veolia's estimate and the County approved Preparation Costs shall be reconciled in the next prepared Annual Plan and Annual Budget.

(c) Should either party be prevented from implementation of Transit Services on the Commencement Date, and Veolia is not responsible for such failure to perform the Services, the County shall be obligated to reimburse Veolia (without fee or markup) up to the maximum amount specified in Section 56.3(a) above. Reimbursement in this case shall be due to Veolia within 30 days of Veolia invoice of said costs, accompanied by supporting documentation, in accordance with the County's bill-paying procedures.

(d) Should Veolia decline to implement the Transit Services by the Commencement Date and choose not to perform the Services, the County shall not be obligated to reimburse Veolia any Preparation Costs.

(e) The parties' obligations hereunder shall survive the termination or expiration of this Agreement.

56.4 Transition Penalty

(a) Veolia is committed to fully operating the Transit Services beginning January 1, 2012 at 12:00am. In the event Veolia is unable to fully transition for reasons other than those (i) defined by Force Majeure or (ii) due to the failure of the County to provide deliverables as defined in this Agreement, in addition to all penalties and remedies available at law or pursuant to this Agreement, the County:

i) shall have no obligation to pay for service hours programmed pursuant to the Annual Plan and Budget but not operated by Veolia, and

ii) may, at the County's discretion, assess a penalty equivalent to the total number of scheduled service hours that were not operated by Veolia in the first month of scheduled service times the Platform Hour Rate specified in this Agreement, said total amount not to exceed a maximum penalty of $200,000.00. Such penalty shall be deducted by the County from the Preparation Costs owed Veolia pursuant to this Section 56.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Veolia Transportation Services, Inc.

BY: _____
Name: Mark L. Joseph
Title: CEO

County of Nassau

BY: _____
Name:
Title: Deputy County Executive

STATE OF Maryland)
)ss.:
COUNTY OF Montgomery)

On this 21st day of October, 2011, before me personally came Mark Lawrence Joseph to me known, who, being by me duly sworn, did depose and say that he resides at 7120 Fairfax Rd, Bethesda, MD 20814, that he is the CEO of Veolia Transportation Services, Inc., the corporation described in the foregoing instrument; that he knows the seal of said corporation; that such seal was affixed to the foregoing instrument by order of the board of directors; and that he signed his name thereto by like order.

Jessica L. Whyte
Notary Public
Montgomery County
Maryland

Jessica L. Whyte
NOTARY PUBLIC

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

On the ____ day of _____ in the year 2011 before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau, that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

_____
NOTARY PUBLIC

SCHEDULE 1

Performance Scorecard

Key performance indicators for Fixed Route

Category	Why it's important	Definition
Financial		
Revenue hours	Quantity of service offered	Actual hours of revenue-generating service operated
Service miles operated	Quantity of service offered	In-service miles operated by the system overall
Cost/mile	Measures operational efficiency	Overall Fixed route cost (including allocation of system overhead costs) divided by total service miles
Revenue/mile	Measures efficiency of service design & delivery based on revenue	Farebox and contract revenue divided by total service miles
Cost recovery	Measures operational efficiency in relation to tax subsidy support	Proportion of cost offset by non-subsidy revenue (e.g. from fares, contracts, or ads)
% of miles @ 100% recovery	Measures success in securing institutional financial support	System miles fully supported by fares, contract, and other non-tax revenues
Customer		
Calls answered ratio	Reflects performance in relation to demand	Calls answered/calls presented
Pass-ups	Measures match-up between service demanded and service provided	Operator-reported passups due to bus capacity minus fill-ins within 5 minutes
On-Time %	Compares actual operation to schedules	Percentage of time points arrived on time defined as 1m early to 5m late)
Customer Satisfaction score		Composite score based on quarterly phone survey
o Net promoter score	We'll be able to compare ourself across industries as we strive for greater customer satisfaction	The NPS score: "would you recommend this product to your friends?"
o Bus cleanliness*	Customer perception of equipment	Results of survey question on cleanliness
o Stop cleanliness*	Customer perception of bus stops	Results of survey question on cleanliness
o On-time perception*	Customer perception of management/timeliness of bus arrival	Results of survey question on OTP
Quality		
Missed Trips	Identifies availability of adequate resources	Trips not dispatched within ten minutes of scheduled time
Mechanical breakdowns/week	Identify equipment based interruptions in service	Average number of mechanical failures per day where customer's trip is disrupted by more than 5 minutes
Accidents/100,000 mi	Overall safety	Number of chargeable (preventable) accidents occuring every 100,000 service miles

*Tentative; subject to modification or replacement

Key quarterly performance indicators for AbleRide

Category	Why it's important	Definition
Financial		
Service hours	Quantity of service requested & delivered	Hours of service operated in response to customer requests
Service miles operated	Quantity of service requested & delivered	In-service miles operated by Able Ride vehicles
Cost/mile	Measures operational efficiency	Overall Able Ride cost (including allocation of system overhead costs) divided by total service miles
Revenue/mile	Measures efficiency of service design & delivery based on revenue	Farebox and contract revenue divided by total service miles
Productivity	Measures efficiency of service design & delivery based on ridership	Customers/service hour
Cost recovery	Measures operational efficiency in relation to tax subsidy support	Proportion of cost offset by non-subsidy revenue (e.g. from fares, contracts, or ads)
Customer		
Calls answered ratio	Reflects performance in relation to demand	Calls answered/calls presented
On-time %	Comparison of actual pick up times to customer expectations	Percentage of pickups on time, defined as 10 min early to 10 min late
Customer Satisfaction scores		Composite score based on quarterly phone survey
o Net promoter score	To compare ourself across indudstries on a standard customer satisfaction scale	The NPS score: "would you recommend this product to your friends?"
o Bus cleanliness*	Customer perception of equipment	Results of survey question on cleanliness
o Driver courtesy*	Customer perception of employee	Results of survey question on operator courtesy
o On-time perception*	Customer perception of management	Results of survey question on OTP
Quality		
No-Shows	Identify resources wasted	Frequency of customer no-show within scheduled window expressed as a % of total trips
Cancellations	Identify resources wasted	frequency of customer cancellations expressed as a % of total trips
Mechanical breakdowns/weekday	Identify equipment based interruptions in service	Average number of mechanical failures per day where customer's trip is disrupted by more than 5 minutes
Accidents/100,000 mi	Overall safety	Number of chargeable (preventable) accidents occuring every 100,000 service miles
*Tentative; subject to modification or replacement		

LIQUIDATED DAMAGES AND INCENTIVES

It is the goal of this contract is to improve the performance of the system relative to current performance by MTA. Current MTA performance will be benchmarked by the County and Veolia performance will be evaluated relative to this benchmark. Performance falling within the range of acceptable performance will neither be paid incentives or assessed liquidated damages. Benchmarks based on MTA performance shall be reviewed by the Transit Committee.

Fixed Route

Standard	Below Benchmark	Liquidated Damage	Above Benchmark	Incentive
On Time Performance	5 % points worse	$5,000	3 % points better	$5,000
% Missed pullouts	5 % points worse	$2,000	5 % points better	$2,000
Accidents/100,000 miles	10% worse	$5,000	10% better	$5,000

Able Ride

Standard	Below Benchmark	Liquidated Damage	Above Benchmark	Incentive
Calls answered ratio	10 % points worse	$5,000	15% better	$5,000
On Time Performance	5 % points worse	$5,000	3 % points better	$5,000
% Missed pullouts	5 % points worse	$2,000	5 % points better	$2,000
Accidents/100,000 miles	10% worse	$5,000	10% better	$5,000
Productivity	10% worse	$5,000	10% better	$5,000

SCHEDULE 2

County Assets

MTA LONG ISLAND BUS

ASSETS BY GRANT

MTA LI Bus Federal Grants - Fixed Asset Report (Nassau County Managed Grants)

Grant #	Grant Year	Asset Name	Beneficial Use Date	Useful Life	Net Amount	Facility	Status (Comments)
NY03-0249	1992	Facility Modifications - AC Shop	04/22/1998	12 years	$100,407.00	Mitchel Field	Scheduled Replacement Year: 2010 / New Scheduled Replacement Year: 2011 / Status: Operational / Condition: Good
NY03-0258	1993	40' CNG Buses (1)	01/31/1995	12 years	$318,550.00	Mitchel Field	Scheduled Replacement Year: 2009 / Status: 1 operational (#145) / Condition: Poor
NY03-0258	1993	Facility Modifications - Fume Purge	06/18/1998	12 years	$250,224.00	Mitchel Field	Original Scheduled Replacement Year: 2008 / New Scheduled Replacement Year: 2011 / Status: Operational / Condition: Good
NY03-0288	1993	CNG Fast Fill Fueling Station	07/15/1996	12 years	$3,127,438.00	Mitchel Field	Original Scheduled Replacement Year: 2008 / New Scheduled Replacement Year: 2011 / Status: Operational / Condition: Fair
NY03-0301	1994	CNG Facility Modifications	07/31/1997	12 years	$1,758,334.00	Mitchel Field	Original Scheduled Replacement Year: 2009 / New Scheduled Replacement Year: 2012 / Status: Operational / Condition: Good
NY03-0301	1994	40' CNG Buses (3)	04/11/1997	12 years	$955,950.00	Mitchel Field	Scheduled Replacement Year: 2009 / Status: 3 Operational (#'s 163, 168, 214) / Condition: Poor
NY03-0301	1994	Vehicle Safety Monitoring System	07/31/1997	5 years	$1,258,775.00	Mitchel Field	Original Scheduled Replacement Year: 2003 / New Scheduled Replacement Year: 2013 / Status: Operational / Condition: Fair
NY03-0307	1995	Paratransit Scheduling/Dispatch System	12/31/1997	5 years	$235,123.00	Stewart Avenue	New Scheduled Replacement Year: 2012 (original repl. yr. 2003, h'ware upgrade received in 2005) / Status: Operational / Condition: Good
NY03-0307	1995	Service Equipment	05/01/1996	5 years	$554,451.00	MF/RVC/SA	Scheduled Replacement Year: 2002 / Status: Some items operational, others replaced / Vehicle #94 operational - New Scheduled Replacement Year: 2013 Condition: Good
NY03-0307	1995	40' CNG Buses (1)	04/16/1997	12 years	$318,550.00	Rockville Centre	Scheduled Replacement Year: 2009 / Status: 1 Operational (# 260); / Condition: Poor
NY03-0307	1995	40' CNG Buses (4)	04/27/2004	12 years	$1,270,703.00	MF/RVC	Scheduled Replacement Year: 2015 / Status: 4 Operational (#'s 395-399) / Condition: Good
NY03-0324	1998	Paving	12/03/2005	10 years	$1,077,145.00	Stewart Avenue	Scheduled Replacement Year: 2015 / Status: Operational / Condition: Excellent
NY03-0324	1998	Facility Modification	12/08/2008	15 years	$718,315.00	Stewart Avenue	Scheduled Replacement Year: 2028 / Status: Operational / Condition: Excellent
NY90-X300	1994	ADA Bus Stop Signs & Shelters	05/01/1997	5 years	$512,324.00	No Location Assigned	Original Scheduled Replacement Year: 2003 / New Scheduled Replacement Year: 2011 (under grant #NY90-X526) / Status: Some information signs are operational / Condition: Poor/Bad
NY90-X300	1994	Automatic Vehicle Locator System	03/31/2004	10 years	$3,030,298.00	Mitchel Field	Scheduled Replacement Year: 2013 / Status: Operational / Condition: Fair
NY90-X300	1994	Bus Shelter Rehabilitation	07/31/1997	5 years	$400,000.00	No Location Assigned	Original Scheduled Replacement Year: 2003 / Status: Operational (through Nassau County) / Condition: Bad
NY90-X300	1994	40' CNG Buses (1)	04/16/1997	12 years	$318,550.00	Rockville Centre	Scheduled Replacement Year: 2009/2010 / Status: 1 Operational (# 240) / Condition: Poor
NY90-X328	1995	40' CNG Buses (3)	05/14/1997	12 years	$955,950.00	Rockville Centre	Scheduled Replacement Year: 2009/2010 / Status: 3 Operational (#'s 276, 278, 279) / Condition: Poor
NY90-X334	1995	Automated Vehicle Locator System	03/31/2004	10 years	$1,236,383.00	Mitchel Field	Scheduled Replacement Year: 2014 / Status: Operational / Condition: Fair
NY90-X334	1996	40' CNG Bus Purchase (6)	05/18/1997	12 years	$1,911,900.00	MF/RVC	Scheduled Replacement Year: 2009 / Status: 6 Operational (#'s 191, 245, 270, 271, 281, 285) / Condition: Poor
NY90-X334	1996	40' CNG Bus Purchase (4)	06/30/2004	12 years	$1,270,703.00	MF/RVC	Scheduled Replacement Year: 2015 / Status: Operational (400-402, 404) / Condition: Good
NY90-X334	1996	Non-Revenue Vehicles (5)	03/30/1998	5 years	$435,139.00	MF/RVC	Original Scheduled Replacement Year: 2004/2008 / New Scheduled Replacement Year: 2011/2013/2014 / Status: 5 Operational (Vehicle #'s 87, 92, 267, 268, 270); / Condition: Fair
NY90-X334	1996	MF Lobby Renovation	12/31/1999	10 years	$122,580.00	Mitchel Field	Old Scheduled Replacement Year: 2009 / New Scheduled Replacement Year: 2013 / Status: Operational / Condition: Good
NY90-X334	1996	Steam Bay Rehabilitation	07/31/2000	15 years	$94,127.00	Mitchel Field	Scheduled Replacement Year: 2015 / Status: Operational / Condition: Good
NY90-X334	1996	MF Front Door ADA	06/30/1999	10 years	$19,025.00	Mitchel Field	Old Scheduled Replacement Year: 2009 / New Scheduled Replacement Year: 2013 / Status: Operational / Condition: Good
NY90-X334	1996	High Density Filing System	09/30/1998	10 years	$47,837.00	Mitchel Field	Original Scheduled Replacement Year: 2008 / New Replacement Year: 2012 / Status: Operational / Condition: Fair
NY90-X334	1996	Building Automation System	07/31/2000	10 years	$278,830.00	Mitchel Field	Original Scheduled Replacement Year: 2010 / New Scheduled Replacement Year: 2012 / Status: Operational / Condition: Fair
NY90-X334	1996	Fixed Route Scheduling System	09/05/1997	8 years	$749,272.00	MF/RVC	New Scheduled Replacement Year: 2012 (Orig. repl. yr.: 2003 - System upgrade in 2006)/ Status: Operational / Condition: Good
NY90-X334	1996	RVC Facility Modifications	12/31/1997	10 years	$850,134.00	Rockville Centre	Original Scheduled Replacement Year: 2007 / New Scheduled Replacement Year: 2012 / Status: Operational / Condition: Fair

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Grant #	Grant Year	Asset Name	Beneficial Use Date	Useful Life	Net Amount	Facility	Status (Comments)
NY03-0333	1997	Rockville Centre CNG Station	11/30/1999	15 years	$2,357,188.00	Rockville Centre	Scheduled Replacement Year: 2014 / Status: Operational. / Condition: Good
NY03-0338	1998	40' CNG Buses (22)	08/31/2000	12 years	$5,107,475.00	MF/RVC	Scheduled Replacement Year: 2012 / Status: 22 Operational (#'s 288-293, 295-300, 334, 338-340, 343, 346, 350, 353) / co-funded FTA(70%), NYSERDA/NYS(21%), NC(9%) Condition: Fair
NY03-0350	1999	40' CNG Buses (9)	09/30/2000	12 years	$2,791,406.00	MF/RVC	Scheduled Replacement Year: 2012 / Status: 9 Operational (#'s 294, 324, 327, 329, 341, 342, 344, 345, 351) / co-funded FTA(70%), NYSERDA/NYS(21%), NC(9%) Condition: Fair
NY03-0367	2000	40' CNG Buses (4)	05/15/2002	12 years	$1,532,961.00	Mitchel Field	Status: Operational / Condition: Good / Scheduled Replacement Year: 2014 / Bus #'s 359-362 co-funded (FTA(50%), NYSERDA/NYS(44%), NC(6%)
NY03-0380	2001	40' CNG Buses (5)	09/01/2002	12 years	$1,540,013.00	Mitchel Field	Scheduled Replacement Year: 2014 / Status: 5 Operational (#'s 394, 395, 449, 450, 452) / Condition: Good
NY03-0393	2002	40' CNG Buses (6)	12/31/2004	12 years	$1,833,748.00	MF/RVC	Scheduled Replacement Year: 2016 / Status: 6 Operational (#'s 451, 453-457) / Condition: Good
NY03-0393	2002	Paratransit Bus Purchase (5)	10/31/2004	7 years	$509,222.00	Stewart Avenue	5 Contingency (#'s 2155, 2157, 2158, 2160, 2165) / Condition: Poor / 1 Training (# 2159) / Condition: Poor
NY03-0411	2003	Paratransit Paving	12/31/2005	10 years	$307,400.00	Stewart Avenue	Scheduled Replacement Year: 2015 / Status: Operational / Condition: Excellent
NY03-0439	2006	CNG Bus Purchase (6)	02/28/2009	12 years	$2,428,316.00	MF/RVC	Scheduled Replacement Year: 2021 / Status: 6 Operational (#'s 1700, 1702-1704, 1708, 1709) / Condition: Excellent
NY04-0005	2007	CNG Bus Purchase (3)	03/31/2009	12 years	$1,237,500.00	MF/RVC	Scheduled Replacement Year: 2021 / Status: 3 Operational (#'s 1715, 1716, 1720) / Condition: Excellent
NY04-0019	2008	CNG Bus Purchase (2)	03/15/2009	12 years	$612,600.00	MF/RVC	Scheduled Replacement Year: 2021 / Status: 2 Operational (#'s 1729, 1754 - co-funded FTA-47%, NYS-47%, NC-6%) / Condition: Excellent
NY58-0002	2009	40' CNG Buses (10)		12 years	$0.00	MF/RVC	Scheduled Replacement Year: / Status: Delivery scheduled for 2010 / Condition:
NY90-X388	1997	MF CNG Station Compressor Addition	03/31/2000	10 years	$1,089,389.00	Rockville Centre	Scheduled Replacement Year: 2010 / New Scheduled Replacement Year: 2011 (under grant #NY90-X826) / Status: Operational / Condition: Fair/Poor
NY90-X358	1997	Customer Information System	06/30/2000	8 years	$245,149.00	Mitchel Field	New Scheduled Replacement Year: 2013 / (orig. rept. yr.: 2008 - received system hardware upgrade in 2009) / Status: Operational / Condition: Fair
NY90-X358	1997	40' CNG Bus Purchase (5)	10/30/1998	12 years	$1,593,250.00	MF/RVC	Scheduled Replacement Year: 2010 / Status: 5 Operational (#'s 273, 277, 282, 286, 287) / Condition: Poor
NY90-X358	1997	Paratransit AVL System	08/30/1999	6 years	$653,649.00	Stewart Avenue	Original Scheduled Replacement Year: 2005 / New Scheduled Replacement Year: 2012 / Status: Operational / Condition: Good
NY90-X388	1997	RVC Construction - CNG Modifications	07/30/1999	15 years	$2,091,458.00	Rockville Centre	Scheduled Replacement Year: 2014 / Status: Operational / Condition: Good
NY90-X388	1997	RVC CNG Fast Fill Station	11/30/1998	15 years	$542,500.00	Rockville Centre	Scheduled Replacement Year: 2014 / Status: Operational (see NY03-0333 for net funding amount) / Condition: Good
NY90-X368	1997	40' CNG Bus Purchase (10)	12/12/2000	12 years	$2,751,500.00	Mitchel Field	Scheduled Replacement Year: 2012 / Status: 10 Operational (#'s 355-358, 405-407, 409-411) / Condition: Fair
NY90-X384	1998	Human Resources/Payroll	12/31/2001	5 years	$1,200,000.00	Mitchel Field	Original Scheduled Replacement Year: 2007 / New Scheduled Replacement Year: 2012 / Status: Operational. Upgrades have been made to the system. / Condition: Good
NY90-X384	1998	Non-Revenue Vehicles (2)	08/31/1998	5 years	$54,933.00	Mitchel Field	Original Scheduled Replacement Year: 2003/2005 / New Scheduled Replacement Year: 2011/2012 / Status: 2 Operational (40, 95) / Condition: Fair
NY90-X364	1998	Capital Equipment for Training Center	08/01/2005	10 years	$884,260.00	Rockville Centre	Scheduled Replacement Year (Construction): 2020 / Status: Operational (8/1/05 - 15 yr useful life) / Condition: Good / Scheduled Replacement Year (Bus Simulator): 2017 Status: Operational (8/31/07 - 10 yr useful life) / Condition: Excellent
NY90-X404	1998	Human Resources/Payroll System	12/31/2003	5 years	$968,507.00	MF/RVC/SA	Original Scheduled Replacement Year: 2007 / New Scheduled Replacement Year: 2012 / Status: Operational. Upgrades have been made to the system. / Condition: Good
NY90-X404	1999	AC Unit Replacement (MIS)	08/30/1999	10 years	$21,450.00	Mitchel Field	Original Scheduled Replacement Year: 2009 / New Scheduled Replacement Year: 2012 / Status: Operational /Condition: Good
NY90-X404	1999	AC Modifications (Command Center/Dispatch	08/30/1999	10 years	$45,407.00	Mitchel Field	Original Scheduled Replacement Year: 2009 / New Scheduled Replacement Year: 2012 / Status: Operational / Condition: Good
NY90-X404	1999	Cooling Tower Replacement	12/31/2003	12 years	$188,915.00	Mitchel Field	Scheduled Replacement Year: 2015 / Status: Operational / Condition: Good
NY90-X404	1999	Heat Recovery Wheels Replacement (4)	04/08/2000	10 years	$123,700.00	Mitchel Field	Scheduled Replacement Year: 2010 / New Scheduled Replacement Year: 2012 / Status: Operational / Condition: Fair
NY90-X404	1999	Slow Fill Station Modification	12/31/2004	10 years	$32,471.00	Mitchel Field	Scheduled Replacement Year: 2014 / Status: Operational / Condition: Good
NY90-X404	1990	Roof Replacement	12/31/2004	15 years	$630,697.00	Mitchel Field	Scheduled Replacement Year: 2019 / Status: Operational / Condition: Good
NY90-X404	1999	Pressure Washer	12/31/2004	10 years	$8,890.00	Mitchel Field	Scheduled Replacement Year: 2014 / Status: Operational / Condition: Good
NY90-X404	1999	Non-Revenue Vehicles (2)	10/31/1999	10 years	$299,452.00	Mitchel Field	Some vehicles replaced Scheduled Replacement Year: 2010 / New Scheduled Replacement Year: 2010/2014 / Status: 2 Operational (#'s 271, 272) / Condition: Fair
NY90-X411	1999	40' CNG Buses (30)	09/30/2000	12 years	$9,677,420.00	MF/RVC	Scheduled Replacement Year: 2012 / Status: 24 Operational (#'s 301, 302, 304-309, 311-317, 319-323,328, 330-333, 335, 347, 352, 354) co-funded with FTA(50%), NYSERDA/NYS(44%), NC(6%) / Condition: Fair
NY90-X423	2000	Service Support Equipment	05/30/2001	5 years	$482,755.00	Mitchel Field	Scheduled Replacement Year: 2007 / Status: Some beneficial use items are operational, others have been replaced / Condition: Good
NY90-X423	2000	Non-Revenue Vehicles (3)	01/31/2001	10 years	$231,884.00	Mitchel Field	Original Scheduled Replacement Year: 2007/2009/2011 / New Scheduled Replacement Year: 2012-2014 / Status: Vehicles operational / Useful life 5-10 years 3 operational (86, 9000, 9273) / Condition: Fair
NY90-X423	2000	Heat Recovery Wheels (6)	09/30/2001	10 years	$162,400.00	Mitchel Field	Scheduled Replacement Year: 2012 / Status: Operational / Condition: Fair
NY90-X423	2000	Above Ground Storage Tank	05/01/2003	15 years	$23,800.00	Rockville Centre	Scheduled Replacement Year: 2018 / Operational / Condition: Good
NY90-X423	2000	Facility Repairs	09/30/2003	15 years	$44,267.00	Hempstead Transit Center	Scheduled Replacement Year: 2018 / Status: Operational / Condition: Good
NY90-X423	2000	North Entrance Re-Paving	12/31/2005	6 years	$55,000.00	Hempstead Transit Center	Scheduled Replacement Year: 2011 / Status: Operational / Condition: Good
NY90-X423	2000	Emergency Lighting Replacement	04/30/2004	5 years	$73,200.00	Mitchel Field	Scheduled Replacement Year: 2012 / Status: Operational / Condition: Good
NY90-X423	2000	Roof Replacement (Facility & Base Shop)	12/31/2004	15 years	$754,659.00	Mitchel Field	Scheduled Replacement Year: 2019 / Status: Operational / Condition: Good
NY90-X423	2000	Air Curtains	03/31/2002	10 years	$74,240.00	Rockville Centre	Scheduled Replacement Year: 2012 / Status: Operational / Condition: Good
NY90-X423	2000	Parts Storage Area	12/31/2002	15 years	$25,888.00	Rockville Centre	Scheduled Replacement Year: 2017 / Status: Operational / Condition: Good
NY90-X423	2000	40' CNG Buses (5)	10/30/2000	12 years	$2,915,343.00	MF/RVC	Scheduled Replacement Year: 2012 / Status: 5 Operational (#'s 310, 318, 325, 326, 348) / Condition: Fair
NY90-X423	2000	40' CNG Bus Purchase (21)	05/15/2002	12 years	$6,651,456.00	MF/RVC	Scheduled Replacement Year: 2014 / Status: 12 Operational (#'s 373-384) co funded (FTA 50%, NYSERDA/NYS (44%, NC 6%). / 9 Operational (#'s 385-393) co funded (80/10/10) / Condition: Good
NY90-X423	2000	40' CNG Bus Purchase (6)	06/30/2004	12 years	$1,900,052.00	MF/RVC	Scheduled Replacement Year: 2016 / Status: 6 Operational (#'s 412-415, 417, 418) / Condition: Excellent
NY90-X423	2000	Engineering Design Services	12/31/2003	2 years	$183,468.00	Mitchel Field	Scheduled Replacement Year: N/A Status: Contracts complete, project closed Condition: N/A

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NY90-X445	2001	Non-Revenue Vehicles	06/18/2002	5 years	($80,294.00)	Mitchel Field	Scheduled Replacement Year: 2007, Vehicles replaced. Status: 4 off-inventory (vehicle #'s 50 - 53)
NY90-X445	2001	Service Support Equipment	07/01/2002	8 years	$550,116.00	Mitchel Field	Scheduled Replacement Year: 2008 / Status: Some in-service beneficial use items operational, others have been replaced. / Condition: Fair
NY90-X445	2001	AC Replacement (Roof)	08/30/2005	8 years	$150,000.00	Mitchel Field	Scheduled Replacement Year: 2012 / Status: Operational / Condition: Good
NY90-X445	2001	Lift Replacement	03/31/2002	10 years	$12,150.00	Mitchel Field	Scheduled Replacement Year: 2012 / Status: Operational / Condition: Good
NY90-X445	2001	Fuel Management Upgrades	12/01/2002	10 years	$21,918.00	Mitchel Field	Scheduled Replacement Year: 2012 / Status: Operational / Condition: Good
NY90-X445	2001	Chain Link Gate	02/28/2002	10 years	$16,936.00	Hempstead Transit Center	Scheduled Replacement Year 2012 / Status: Operational / Condition: Good
NY90-X445	2001	CNG Programmable Logic System	03/31/2004	8 years	$314,783.00	Rockville Centre	Original Scheduled Replacement Year: 2010 / New Scheduled Replacement Year: 2012 / Status: Operational / Condition: Good
NY90-X445	2001	Roof Replacement	12/31/2004	16 years	$134,275.00	Mitchel Field	Scheduled Replacement Year: 2019 / Status: Operational / Condition: Good
NY90-X445	2001	Mud Jacking	12/31/2006	10 years	$82,950.00	Mitchel Field	Scheduled Replacement Year: 2015 / Status: Operational / Condition: Good
NY90-X445	2001	A/C Unit - Union Break Room	12/31/2006	10 years	$17,493.00	Mitchel Field	Scheduled Replacement Year: 2016 / Status: Operational / Condition: Good
NY90-X445	2001	40' CNG Buses (24)	12/31/2004	12 years	$6,938,678.00	Mitchel Field	Scheduled Replacement Year: 2015 / Status: 24 Operational (#'s 406, 416, 419-424, 428-435, 458-462) / Condition: Excellent Includes $5,100,00 (CMAQ); $6,375,000 (total)
NY90-X464	2002	Primary Ventilation Units	03/31/2005	10 years	$423,841.00	Rockville Centre	Scheduled Replacement Year: 2015 / Status: Operational / Condition: Excellent
NY90-X464	2002	Disaster Recovery Center	08/31/2005	15 years	$301,730.00	Rockville Centre	Scheduled Replacement Year: 2020 / Status: Operational / Condition: Excellent
NY90-X464	2002	Bus Sign Replacement	08/30/2006	8 years	$73,534.00	Hempstead Transit Center	Scheduled Replacement Year: 2012 / Status: Operational / Condition: Good
NY90-X488	2003	MIS Advanced Communication, Ph II	07/31/2009	6 years	$509,953.00	Mitchel Field	Scheduled Replacement Year: 2015 / Status: Operational / Condition: Excellent
NY90-X488	2003	MIS Fixed Route Vehicle System Integration	07/01/2003	8 years	$855,257.00	Mitchel Field	Scheduled Replacement Year: 2012 / Status: Operational (BAU began in 7/06, project completed in 6/09) / Condition: Excellent
NY90-X488	2003	40' CNG Bus Replacement (12)	05/30/2004	12 years	$4,247,880.00	MF/RVC	Scheduled Replacement Year: 2015 / Status: 12 Operational (#'s 437 - 448) / Condition: Excellent
NY90-X488	2003	Non-Revenue Vehicles (4)	09/17/2003	5 years	$161,746.00	MF/RVC/SA	Original Scheduled Replacement Year: 2008/2010 / New Scheduled Replacement Year: 2013-2015 / Status: 4 Operational (#'s 4, 31,36, 9001) / Condition: Good
NY90-X488	2003	Service Support Equipment	05/01/2004	8 years	$1,178,822.00	Various	Scheduled Replacement Year: 2010 / Status: Some items operational, others scrapped / Condition: Good/Fair
NY90-X488	2003	Paratransit Bus Replacement (22)	03/31/2008	7 years	$2,270,150.00	Stewart Avenue	Scheduled Replacement Year: 2015 / Status: 22 Operational (#'s 2185-2188, 2190, 2201) / Condition: Good
NY90-X488	2003	Reshoot & Tube Boilers	09/30/2003	10 years	$91,250.00	MF/RVC	Scheduled Replacement Year: 2013 / Status: Operational / Condition: Good
NY90-X488	2003	Refinish & Coat Exposed Steel	12/31/2004	10 years	$181,554.00	Hempstead Transit Center	Scheduled Replacement Year: 2014/ Status: Operational / Condition: Good
NY90-X488	2003	Humidifier Replacement (4)	08/30/2005	5 years	$120,000.00	Mitchel Field	Scheduled Replacement Year: 2012 / Status: Operational / Condition: Good
NY90-X488	2003	Emergency Generator Radiator	08/31/2005	6 years	$8,995.00	Mitchel Field	Scheduled Replacement Year: 2012 / Status: Operational / Condition: Good
NY90-X488	2003	Portable Bus Lifts	08/01/2004	10 years	$73,890.00	MF/RVC	Scheduled Replacement Year: 2014 / Status: Operational / Condition: Good
NY90-X488	2003	Male Fueling Area Paving	08/31/2004	10 years	$23,500.00	Mitchel Field	Scheduled Replacement Year: 2014 / Status: Operational / Condition: Good
NY90-X488	2003	Exhaust Fan/Condensor	08/21/2008	6 years	$29,796.00	Mitchel Field	Scheduled Replacement Year: 2012 / Status: Operational / Condition: Good
NY90-X505	2004	Non-Revenue Vehicles	02/28/2005	5 years	$271,551.00	MF/RVC/SA	Scheduled Replacement Year: 2010-2015 / Status: 8 Operational (#'s 3A, 15, 33A, 66, 67, 68, 69, 9002, 9003) / Condition: Good
NY90-X505	2004	Service Support Equipment	12/31/2004	8 years	$671,000.00	Various	Scheduled Replacement Year: 2010 / Status: Some items operational, others scrapped / Condition: Good/Fair
NY90-X505	2004	Methane Detection Upgrades	06/30/2006	5 years	$55,530.00	Mitchel Field	Scheduled Replacement Year: 2012/ Status: Operational / Condition: Good
NY90-X505	2004	Pest Abatement	04/30/2008	3 years	$96,123.00	Hempstead Transit Center	Original Scheduled Replacement Year: 2006 / New Scheduled Replacement Year: 2012 / Status: Operational / Condition: Good
NY90-X505	2004	Humidifier / AC Repl.	09/30/2005	8 years	$459,755.00	Mitchel Field	Scheduled Replacement Year: 2012 / Status: Operational / Condition: Good
NY90-X505	2004	Maintenance Lunch Room Upgrade	05/31/2005	15 years	$11,900.00	Mitchel Field	Scheduled Replacement Year: 2020 / Status: Operational / Condition: Excellent
NY90-X505	2004	Paratransit Facility	12/31/2008	20 years	$3,755,494.00	Stewart Avenue	Scheduled Replacement Year: 2028 / Status: Operational / Condition: Excellent
NY90-X505	2004	Fire Alarm Panel	05/31/2007	10 years	$23,841.00	Mitchel Field	Scheduled Replacement Year: 2017 / Status: Operational / Condition: Excellent
NY90-X505	2004	HVAC Replacement (Computer Room)	05/30/2008	8 years	$225,000.00	Mitchel Field	Scheduled Replacement Year: 2014 / Status: Operational / Condition: Excellent
NY90-X505	2004	North Entrance Re-Paving	12/31/2005	8 years	$5,089.00	Hempstead Transit Center	Scheduled Replacement Year: 2012 / Status: Operational / Condition: Good
NY90-X505	2004	Modular Bus Lifts (2) - Attach to the Emerg.	10/31/2008	15 years	$450,000.00	Mitchel Field	Scheduled Replacement Year: 2023 / Status: Operational / Condition: Excellent
NY90-X535	2005	CNG Bus Purchase (30)	03/31/2009	12 years	$0.00	MF/RVC	Scheduled Replacement Year: 2021 / Status: 30 Operational (1701, 1705, 1707, 1708, 1717, 1721, 1724, 1725, 1728, 1730-1735, 1738-1740, 1742-1745, 1753, 1755-1761); (1728, 1730-1735, 1738-1740, 1742-1745, 1753, 1755-1759 – co-funded FTA-47%, NYS-47%, NC-6% / Condition: Excellent
NY90-X535	2005	Non-Revenue Vehicles	05/31/2006	5 years	$487,706.00	MF/RVC/SA	Scheduled Replacement Year: 2011-2-12 / Status: 17 Operational (#10, 13, 14, 16, 17, 19, 34A, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79) / Condition: Good
NY90-X535	2005	Service Support Equipment	10/31/2006	6 years	$734,356.35	Various	Scheduled Replacement Year: 2012 / Status: Operational / Condition: Good
NY90-X535	2005	Paratransit Facility Modification	12/31/2008	20 years	$567,311.42	Stewart Avenue	Scheduled Replacement Year: 2028 / Status: Operational / Condition: Excellent
NY90-X535	2005	Mud Jacking	12/31/2006	10 years	$84,743.00	Mitchel Field	Scheduled Replacement Year: 2016 / Status: Operational / Condition: Excellent
NY90-X556	2006	LI Bus/LIRR ITS Intermodal Communication	09/30/2008	6 years	$328,163.00	Mineola / Hempstead	Scheduled Replacement Year: 2014 (Mineola) / Status: Operational / Condition: Excellent / Scheduled Replacement Year: (Hempstead) / Status: Design in Development / Condition:
NY90-X556	2006	CNG Bus Purchase (37)	04/30/2009	12 years	$14,663,465.00	MF/RVC	Scheduled Replacement Year: 2021 / Status: 37 Operational (1719, 1778-1788, 1796) (1737, 1741, 1746, 1747, 1749-1752) co-funded FTA-47%, NYS-47%, NC-6%) / Condition: Excellent (1762-1777 co-funded FTA-42%, NYS-52%, NC-6%) (included $3.2M CMAQ ($4.75M total) Condition: Excellent
NY90-X556	2006	Non-Revenue Vehicles	04/09/2008	5 years	$218,282.00	MF/RVC/SA	Scheduled Replacement Year: 2013 / Status: 2 Operational (# 9005, 9006) / Condition: Excellent
NY90-X556	2006	Service Support Equipment	09/30/2008	8 years	$466,255.00	Various	Scheduled Replacement Year: 2014 / Status: All delivered items are active / Condition: Good
NY90-X556	2006	Paratransit Bus Purchase (19)	03/31/2008	7 years	$1,958,425.00	Stewart Avenue	Scheduled Replacement Year: 2015 / Status: 19 Operational (#'s 2189, 2191-2198, 2200, 2202-2218) / Condition: Excellent
NY90-X576	2007	CNG Bus Purchase (12)	09/31/2009	12 years	$4,757,340.00	MF/RVC	Scheduled Replacement Year: 2021 / Status: 12 Operational (1728, 1778, 1779, 1789, 1790-1795), (1736, 1743 – co-funded FTA-47%, NYS-47%, NC-6%) / Condition: Excellent
NY90-X576	2007	Non-Revenue Vehicles	07/31/2008	5 years	$86,143.00	MF/RVC/SA	Scheduled Replacement Year: 2014/2019 / Status: 3 Operational (#'s 80, 9007) / Condition: Excellent
NY90-X576	2007	Service Support Equipment	09/30/2008	8 years	$1,261,444.00	Various	Scheduled Replacement Year: 2014 / Status: Delivered items are operational / Condition: Excellent
NY90-X576	2007	Paratransit Facility Modification	12/31/2008	9 years	$279,445.00	Stewart Avenue	Scheduled Replacement Year: 2028 / Status: Operational / Condition: Excellent
NY90-X576	2007	CNG Station Dispenser	03/31/2008	10 years	$285,000.00	Mitchel Field	Scheduled Replacement Year: 2018 / Status: Operational / Condition: Excellent
NY90-X576	2007	Paratransit Bus Purchase (22)	03/31/2008	7 years	$2,154,575.00	Stewart Avenue	Scheduled Replacement Year: 2015 / Status: 22 Operational (#'s 2199, 2211-2231) / Condition: Excellent

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NY90-X589	2008	CNG Bus Purchase		0 years	$0.00	MF/RVC	Scheduled Replacement Year: / Status: Delivery of the third option is expected in 2012 / Condition:
NY90-X589	2008	Engineering Design Services	07/31/2010	3 years	$175,573.00	Various	Scheduled Replacement Year: N/A / Status: Contracts active / Condition: N/A
NY90-X589	2008	Service Support Equipment	07/31/2010	8 years	$64,398.00	Various	Scheduled Replacement Year: 2015 / Status: Delivered items are operational / Condition: Excellent
NY90-X589	2008	Above-Ground Bus Lifts (28)		0 years	$0.00	MF/RVC/SA	Scheduled Replacement Year: / Status: Under Procurement / Condition:
NY90-X589	2008	A/C Unit Replacement - Crew Room		10 years	$0.00	Rockville Centre	Scheduled Replacement Year: / Status: Under Procurement / Condition:
NY90-X589	2008	A/C Unit Addition - Dispatch		10 years	$0.00	Rockville Centre	Scheduled Replacement Year: / Status: Under Procurement / Condition:
NY90-X589	2008	Overhead High Speed Garage Door (P6)	08/31/2010	10 years	$38,923.00	Mitchel Field	Scheduled Replacement Year: 2020 / Status: Operational / Condition: Excellent
NY90-X589	2008	Rolling Steel Fire Door	04/08/2010	10 years	$28,420.00	Mitchel Field	Scheduled Replacement Year: 2020 / Status: Operational / Condition: Excellent
NY90-X589	2008	Base Shop Doors (2)	07/31/2010	10 years	$5,427.00	Mitchel Field	Scheduled Replacement Year: 2020 / Status: Operational / Condition: Excellent
NY90-X589	2008	Running Maintenance Shop Door	07/31/2010	10 years	$3,194.00	Mitchel Field	Scheduled Replacement Year: 2020 / Status: Operational / Condition: Excellent
NY90-X589	2008	Paratransit Sedans (4)	08/31/2009	5 years	$85,604.00	Stewart Avenue	Scheduled Replacement Year: 2014 / Status: 4 Operational (sedan #'s 2232, 2233, 2234, 2235)/ Condition: Excellent
NY90-X589	2008	Paratransit Buses (26)	12/31/2009	7 years	$2,817,090.00	Stewart Avenue	Scheduled Replacement Year: 2015 / Status: 26 Operational (bus #'s 2238-2261) / Condition: Excellent
NY90-X626	2009	40' CNG Buses (13)		12 years	$0.00	MF/RVC	Scheduled Replacement Year: / Status: Delivery scheduled for 2012 / Condition:
NY90-X626	2009	Fixed Route Information Signs		6 years	$0.00	Various	Scheduled Replacement Year: / Status: Under procurement / Condition:
NY90-X626	2009	Service Support Equipment	05/31/2010	8 years	$127,387.00	Various	Scheduled Replacement Year: 2016 / Status: Delivered items operational / Condition: Excellent
NY90-X626	2009	Methane Detection System		10 years	$0.00	Mitchel Field	Scheduled Replacement Year: / Status: Project being implemented / Condition:
NY90-X626	2009	CNG Facility Modification		10 years	$0.00	Mitchel Field	Scheduled Replacement Year: / Status: Under procurement / Condition:
NY95-X001	2007	Hempstead Transit Center Repl/Impr.	12/31/2009	15 years	$570,489.00	Hempstead Transit Center	Scheduled Replacement Year: 2024 / Status: Operational / Condition: Excellent
NY95-X001	2007	Hempstead Transit Center HVAC (3)	11/30/2009	10 years	$380,050.00	Hempstead Transit Center	Scheduled Replacement Year: 2018 / Status: Operational / Condition: Excellent
NY95-X001	2007	CNG Bus Purchase (6)	03/31/2009	12 years	$1,189,335.00	MF/RVC	Scheduled Replacement Year: 2021 / Status: 6 Operational (1710-1714, 1718) / Condition: Excellent
NY95-X004	2008	CNG Bus Purchase (3)	03/31/2009	12 years	$1,250,000.00	MF/RVC	Scheduled Replacement Year: 2021 / Status: 3 Operational (1722, 1723) (1727 - co-funded FTA 47%, NYS 47%, NC-6%) / Condition: Excellent
NY95-X011	2009	CNG Bus Replacement (5)	07/07/2009	12 years	$396,445.00	MF/RVC	Scheduled Replacement Year: 2021 / Status: 1 Operational (1797) (4 buses scheduled for delivery in 2012) / Condition: Excellent
NY95-X016	2010	40' CNG Buses (4)		12 years	$0.00	MF/RVC	Scheduled Replacement Year: / Status: Delivery scheduled for 2012 / Condition:
NY96-X008	2009	40' CNG Buses (32) & ACM		12 years	$0.00	MF/RVC	Scheduled Replacement Year: / Status: Delivery scheduled for 2010 / Condition:

MTA LONG ISLAND BUS

FACILITY

MTA Long Island Bus
Master Facilities List

PROJECT DESCRIPTION	COST	BENEFICIAL USE DATE	USEFUL LIFE	FACILITY LOCATION	GRANT YEAR	GRANT NUMBER	Original Replacement Date	New Replacement Date	[illegible]	COMMENTS
CNG Station Compressor	$ 1,089,489.00	3/11/2000	10	MF	1997	NY90-X368	3/30/2010		B	
Roof Replacement	$ 2,000,000.00	1/31/1984	20	RVC			1/31/2004	1/31/2011	B	
Heat Recovery Wheels (6)	$ 162,400.00	9/30/2001	10	MF	2000	NY90-X423	9/30/2011		B	
A/C Shop Facility Modification	$ 100,467.00	4/22/1996	12	MF	2001	NY03-0249	4/30/2008	4/30/2011	B	
Heat Recovery Wheels (4)	$ 123,700.00	4/8/2000	10	MF	1999	NY90-X404	4/31/2010	4/31/2011	B	
Fume Purge Facility Modification	$ 260,224.00	6/18/1996	12	MF	1993	NY03-0288	6/30/2008	6/30/2011	B	
CNG Fast Fill Station	$ 3,127,439.00	7/15/1996	12	MF	1993	NY03-0288	7/31/2008	7/31/2011	B	
CNG Facility Modification	$ 1,756,334.00	7/31/1997	12	MF	1993	NY03-0288	7/31/2009	7/31/2011	B	
Building Automation System	$ 278,830.00	7/31/2000	10	MF	1996	NY90-X334	7/31/2010	7/31/2011	B	
A/C Unit Replacement - Roof	$ 150,000.00	9/30/2005	6	MF	2001	NY90-X445	9/30/2011		B	
Humidifier Replacement (4)	$ 120,000.00	9/30/2005	6	MF	2003	NY90-X488	9/30/2011		B	
Humidifier A/C Replacement	$ 459,766.00	9/30/2005	6	MF	2004	NY90-X505	9/30/2011		B	
Smoke Check Meter	$ 5,800.00	1/21/2005	6	MF	2003	NY90-X488	1/21/2011		B	
Facility Modification	$ 850,134.00	10/31/1997	10	RVC	1996	NY90-X334	10/31/2007	10/31/2012	B	
Bus Lift Replacement	$ 12,150.00	8/31/2002	10	MF	2001	NY90-X445	8/31/2012		P	
Emergency Generator Radiator	$ 8,995.00	8/31/2006	6	MF	2003	NY90-X488	8/31/2012		P	
Exhaust Fan/Condensor	$ 29,798.00	8/31/2006	6	MF	2003	NY90-X488	8/31/2012		P	
Overhead Garage Door Security Upgrade	$ 77,700.00	6/30/2006	6	MF	2004	NY90-X505	6/30/2012		P	
Resheat and Tube Boilers	$ 45,625.00	9/30/2003	10	MF	2003	NY90-X488	9/30/2013		P	
ADA Front Door	$ 19,025.00	6/30/1999	10	MF	1996	NY90-X334	6/30/2009	6/30/2013	P	
Lobby Renovation	$ 123,660.00	12/31/1999	10	MF	1996	NY90-X334	12/31/2009	12/31/2013	P	
Air Curtain	$ 74,240.00	3/31/2002	10	RVC	2000	NY90-X423	3/30/2012		P	
North Enterance Re-Paving	$ 61,090.00	12/31/2005	6	HTC	2000	NY90-X423	12/31/2011		P	
Methane Gas Detection System - CNG	$ 61,700.00	6/30/2006	8	MF	2004	NY90-X505	6/30/2014		F	
Overhead Garage Door Security Upgrade	$ 34,536.00	6/30/2006	6	RVC	2004	NY90-X505	6/30/2012		F	
Resheet and Tube Boilers	$ 45,625.00	9/30/2003	10	RVC	2003	NY90-X488	9/30/2013		F	
CNG Station Installation	$ 2,899,688.00	11/30/1999	15	RVC	1997 1997	NY03-0333 NY90-X368	11/30/2014		F	
CNG Facility Modification	$ 2,091,458.00	7/30/1999	15	RVC	1997	NY90-X368	7/31/2014		F	
Pest Abatement (Bird Netting)	$ 96,123.00	4/31/2006	3	HTC	2004	NY90-X505	4/31/2009	4/31/2012	F	
Automatic Door Installation	$ 30,056.00	5/31/1999	10	HTC	1996	NY90-X334	5/31/2009	5/31/2013	F	
Electrical Installation	$ 48,380.00	5/31/1999	10	HTC	1996	NY90-X334	5/31/2009	5/31/2013	F	
A/C Unit Replacement (Comp. Room)	$ 21,460.00	6/30/1999	6	MF	1999	NY90-X404	6/30/2005	6/30/2012	G	
A/C Modifications (CC/Dispatch)	$ 45,408.00	8/30/1999	6	MF	1999	NY90-X404	8/31/2005	8/30/2012	G	
Portable Hydraulic Lift	$ 24,637.00	9/15/2004	10	MF	2003	NY90-X488	9/15/2014		G	
Portable Hydraulic Lift	$ 24,637.00	9/15/2004	10	MF	2003	NY90-X488	9/15/2014		G	
Portable Hydraulic Lift	$ 24,637.00	9/15/2004	10	MF	2003	NY90-X488	9/15/2014		G	
Natural Gas Fired Pressure Washer	$ 8,990.00	12/10/2004	10	MF	1999	NY90-X404	12/10/2014		G	
Emergency Lighting Replacement	$ 73,200.00	4/30/2004	5	MF	2000	NY90-X423	4/31/2009	4/31/2012	G	

MTA Long Island Bus
Master Facilities List

PROJECT DESCRIPTION	COST	BENEFIT AS USE DATE	USEFUL LIFE	Location	GRANT YEAR	GRANT NUMBER	Original Replacement Date	New Replacement Date	[illegible]	COMMENTS
Dry Blast System	$ 5,444.00	9/6/2005	10	MF	2003	NY90-X488	9/6/2015		G	
CNG Slow Fill Station Modifications	$ 8,912.00	12/31/2004	10	MF	1999	NY90-X404	12/31/2014		G	
Main Fueling Area Paving	$ 23,500.00	8/31/2004	10	MF	2003	NY90-X488	8/31/2014		G	
HVAC Replacement (Comp. Room)	$ 225,000.00	9/30/2006	6	MF	2004	NY90-X505	9/30/2014		G	
Steam Bay Rehabilitation	$ 94,127.00	7/31/2000	15	MF	1996	NY03-0324	7/31/2015		G	
Cooling Tower Replacement	$ 126,800.00	12/31/2003	12	MF	1999	NY90-X404	12/31/2015		G	
Fire Alarm Panel	$ 23,841.00	5/31/2007	8	MF	2004	NY90-X505	5/31/2015		G	
Mud Jacking	$ 131,050.00	12/31/2006	10	MF	2001 2005	NY90-X445 NY90-X535	12/31/2016		G	
A/C Unit - Union Break Room	$ 17,493.00	12/31/2006	10	MF	2001	NY90-X445	12/31/2016		G	
Roof Replacement	$ 1,582,525.00	12/31/2004	15	MF	1999 2000 2001 2004	NY90-X404 NY90-X423 NY90-X445 NY90-X505	12/31/2019		G	
Oil Fired Stationary Power Wash System	$ 9,614.00	10/5/2009	10	MF	2007	NY90-X576	10/5/2019		G	
Primary Ventilation Units	$ 423,841.00	3/31/2005	10	RVC	2002	NY90-X464	3/30/2015		G	
Parts Storage Area	$ 25,869.00	12/31/2002	15	RVC	2000	NY90-X423	12/31/2017		G	
Above Ground Storage Tank	$ 23,800.00	1/31/2003	15	RVC	2000	NY90-X423	1/31/2018		G	
Training Center Construction	$ 510,950.00	8/1/2005	15	RVC	2000	NY90-X384	8/31/2020		G	
Bus Sign Replacement	$ 73,534.00	6/30/2006	6	HTC	2002	NY90-X464	6/30/2012		G	
Banners/Flags/Photos/Trees/Paint/Fixtures	$ 70,260.00	6/30/2009	4	HTC	2007	NY95-X001	6/30/2013		G	
Refinish and Coat Exposed Steel	$ 181,554.00	12/31/2004	10	HTC	2003	NY90-X488	12/31/2014		G	
Facility Repairs (miscell.)	$ 44,287.00	9/30/2003	15	HTC	2000	NY90-X423	9/30/2018		G	
Paratransit Facility Paving	$ 1,077,146.00	12/31/2005	10	SA	1996	NY03-0324	12/31/2015		G	
Maintenance Lunch Room Upgrade	$ 11,900.00	5/31/2005	15	MF	2004	NY90-X505	5/31/2020		G	
Concrete Walkway Installation	$ 7,384.00	3/31/2010	5	RVC			3/30/2015		E	
ADA Railing Installation	$ 6,800.00	4/30/2010	10	RVC	2007	NY90-X576	2/28/2020		E	
HVAC Replacement (3)	$ 390,060.00	11/30/2009	10	HTC	2007	NY95-X001	11/30/2019		E	
Hempsted Transit Center Upgrade	$ 500,000.00	12/31/2009	15	HTC	2007	NYSCPRB	12/31/2028		E	
Hempsted Transit Center Upgrade	$ 539,320.00	12/31/2009	15	HTC	2007	NY95-X001	12/31/2028		E	
Paratransit Facility Modification	$ 2,314,000.00	12/31/2008	20	SA	2008	NYSDF	12/31/2028		E	
Paratransit Facility Modification	$ 5,574,993.00	12/31/2008	20	SA	1996 2002 2004 2005 2007 2008	NY03-0324 NY90-X464 NY90-X505 NY90-X535 NY90-X576 NY90-X589	12/31/2028		E	
CNG Station Dispenser Replacement	$ 285,000.00	3/31/2008	10	MF	2007	NY90-X576	3/30/2018		E	

MTA Long Island Bus
Master Facilities List

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	GRANT YEAR	GRANT NUMBER	Original Replacement Date	New Replacement Date	[illegible]	COMMENTS
						2005	NY90-X535				
Vehicle Exhaust System	$ 80,000.00	4/31/2010	10	SA		2008	NY90-X589	4/31/2020		E	
Steel Fire Door	$ 28,420.00	4/30/2010	10	MF		2008	NY90-X589	4/31/2020		E	
						2007	NY95-X001				
Bird Prevention	$ 12,600.00	6/30/2010	10	HTC		2008	NY90-X589				
Methane Gas Detection System	$ 87,395.00	1/24/2011	8	MF		2009	NY90-X526	1/22/2019		E	
Modular Bus Lifts (2)	$ 450,000.00	10/31/2008	15	MF		2004	NY90-X505	12/31/2023		E	
	$ 31,436,750										

FTA Condition Rating : E=Excellent G=Good F=Fair P=Poor B=Bad

MTA Long Island Bus
NORMAN J LEVY FACILITY (Mitchell Field)

	CNG Station Compressor			$ 1,080,459	80%	$ 471,521	Y	B	MF	NY90-X388	1997	3/11/2000	NC	10	$ -	$ -	3/30/2010		
	Heat Recovery Wheels (3)			$ 182,400	80%	$ 129,926	Y	B	MF	NY90-X423	2000	9/30/2001	NC	10	$ 16,240	$ 12,992	9/30/2011		
	A/C Shop Facility Modification			$ 120,437	80%	$ 66,326	Y	B	MF	NY90-X445	2001	4/22/1996	NC	12	$ -	$ -	4/30/2008	4/30/2011	
	Force Purge Facility Modification			$ 260,274	80%	$ 208,379	Y	B	MF	NY03-0288	1993	6/18/1996	NC	12	$ -	$ -	6/30/2008	6/30/2011	
	CNG Fast Fill Station			$ 2,855,058	80%	$ 2,364,054	Y	B	MF	NY03-0288	1993	7/15/1996	NC	12	$ -	$ -	7/31/2009	7/31/2011	
	CNG Facility Modification			$ 1,756,334	80%	$ 1,455,027	Y	B	MF	NY03-0288	1993	7/31/1997	NC	12	$ -	$ -	7/31/2009	7/31/2011	
	Heat Recovery Wheels (4)			$ 122,700	80%	$ 98,960	Y	B	MF	NY90-X404	1999	4/8/2000	NC	10	$ -	$ -	4/31/2010	4/31/2013	
	Building Automation System			$ 273,830	80%	$ 225,054	Y	B	MF	NY90-X334	1996	7/31/2000	NC	10	$ -	$ -	7/31/2010	7/31/2013	
	A/C Unit Replacement - Roof			$ 150,000	80%	$ 120,000	Y	B	MF	NY90-X445	2001	9/30/2005	NC	6	$ 25,000	$ 20,000	9/30/2011		
	Humidifier Replacement (4)			$ 120,000	80%	$ 96,000	Y	B	MF	NY90-X488	2003	9/30/2006	NC	6	$ 20,000	$ 16,000	9/30/2011		
	Humidifier A/C Replacement			$ 458,266	80%	$ 367,813	Y	B	MF	NY90-X505	2004	9/30/2006	NC	6	$ 76,528	$ 61,302	9/30/2011		
	Smoke Check Maxv			$ 5,800	80%	$ 4,640	Y	B	MF	NY90-X488	2003	12/1/2005	NC	6	$ -	$ -	12/1/2011		
	Gas Lift Replacement			$ 12,150	80%	$ 9,720	Y	P	MF	NY90-X445	2001	8/31/2002	NC	10	$ 2,430	$ 1,944	8/31/2012		
	Emergency Generator Radiator			$ 8,995	80%	$ 7,196	Y	P	MF	NY90-X488	2003	8/31/2006	NC	6	$ 2,998	$ 2,398	8/31/2012		
	Exhaust Fan/Condenser			$ 29,798	80%	$ 23,838	Y	P	MF	NY90-X488	2003	8/31/2006	NC	6	$ 9,933	$ 7,946	8/31/2012		
	Overhead Garage Door Security Upgrade			$ 77,700	80%	$ 62,160	Y	P	MF	NY90-X505	2004	6/30/2006	NC	6	$ 25,900	$ 20,720	5/30/2012		
	Reheat and Tube Boilers			$ 45,525	80%	$ 36,500	Y	P	MF	NY90-X488	2003	9/30/2003	NC	10	$ 13,688	$ 10,950	5/30/2013		
	ADA Front Door			$ 19,025	80%	$ 15,220	Y	P	MF	NY90-X334	1996	6/30/1999	NC	10	$ -	$ -	5/30/2009	5/30/2013	
	Lobby Renovation			$ 123,850	80%	$ 98,928	Y	P	MF	NY90-X334	1996	12/31/1998	NC	10	$ -	$ -	12/31/2009	12/31/2013	
	Methane Gas Detection System - CNG-MF			$ 61,700	80%	$ 49,360	Y	F	MF	NY90-X505	2004	6/30/2006	NC	8	$ 30,850	$ 24,680	5/30/2014		
	A/C Unit Replacement (Comp. Room)			$ 21,450	80%	$ 17,160	Y	G	MF	NY90-X404	1999	6/30/1999	NC	8	$ -	$ -	5/30/2005	5/30/2012	
	A/C Modifications (CCC/Repair)			$ 45,008	80%	$ 36,326	Y	G	MF	NY90-X404	1999	8/30/1999	NC	6	$ -	$ -	8/31/2005	8/30/2012	
	Portable Hydraulic Lift			$ 24,537	80%	$ 19,710	Y	G	MF	NY90-X488	2003	9/15/2004	NC	10	$ 9,855	$ 7,884	9/15/2014		
	Portable Hydraulic Lift			$ 24,537	80%	$ 19,710	Y	G	MF	NY90-X488	2003	9/15/2004	NC	10	$ 9,855	$ 7,884	9/15/2014		
	Portable Hydraulic Lift			$ 24,537	80%	$ 19,710	Y	G	MF	NY90-X488	2003	9/15/2004	NC	10	$ 9,855	$ 7,884	9/15/2014		
	Natural Gas First Pressure Washer			$ 8,990	80%	$ 7,192	Y	G	MF	NY90-X404	1999	12/10/2004	NC	10	$ 3,596	$ 2,877	12/10/2014		
	Emergency Lighting Replacement			$ 79,200	80%	$ 63,360	Y	G	MF	NY90-X423	2000	4/30/2004	NC	5	$ -	$ -	4/31/2009	4/31/2012	
	Dry Blast System			$ 5,444	80%	$ 4,355	Y	G	MF	NY90-X488	2003	9/6/2005	NC	10	$ 2,722	$ 2,178	8/8/2015		
	CNG Slow Fill Station Modifications			$ 8,912	80%	$ 7,130	Y	G	MF	NY90-X404	1999	12/31/2004	NC	10	$ 3,565	$ 2,852	12/31/2014		
	Male Fueling Area Paving			$ 23,500	80%	$ 18,800	Y	G	MF	NY90-X388	2003	8/31/2004	NC	10	$ 9,400	$ 7,520	8/31/2014		
	HVAC Replacement (Comp. Room)			$ 225,000	80%	$ 180,000	Y	G	MF	NY90-X505	2004	9/30/2006	NC	6	$ 150,000	$ 120,000	9/30/2014		
	Steam Bay Rehabilitation			$ 94,127	80%	$ 75,302	Y	G	MF	NY03-0324	1996	7/31/2000	NC	15	$ 31,376	$ 25,101	7/31/2015		
	Cooling Tower Replacement			$ 128,800	80%	$ 103,040	Y	G	MF	NY90-X404	1999	12/31/2003	NC	12	$ 53,667	$ 42,933	12/31/2015		
	Fire Alarm Panel			$ 23,841	80%	$ 19,073	Y	G	MF	NY90-X505	2004	5/31/2007	NC	8	$ 14,901	$ 11,921	5/31/2015		
	Mud Jacking			$ 131,050	80%	$ 104,840	Y	G	MF	NY90-X445 NY90-X515	2001 2005	12/31/2006	NC	10	$ 78,630	$ 62,904	12/31/2016		
	A/C Unit - Union Break Room			$ 17,493	80%	$ 13,994	Y	G	MF	NY90-X445	2001	12/31/2006	NC	10	$ 10,496	$ 8,397	12/31/2016		
	Roof Replacement			$ 1,522,525	80%	$ 1,280,020	Y	G	MF	NY90-X404 NY90-X423 NY90-X445 NY90-X505	1999 2000 2001 2004	12/31/2004	NC	15	$ 549,515	$ 759,612	12/31/2019		
	Oil Fired Stationary Power Wash System			$ 9,614	80%	$ 7,691	Y	G	MF	NY90-X576	2007	10/5/2008	NC	10	$ 3,563	$ 6,922	10/5/2019		
	Maintenance Lunch Room Upgrade			$ 11,900	80%	$ 9,520	Y	G	MF	NY90-X505	2004	5/31/2005	NC	15	$ 7,933	$ 6,347	5/31/2020		
	Floor Scrubber		RTBHD	$ 6,728	80%	$ 5,382	Y	G	MF	NY90-X589	2008	1/20/2010	NC	10	$ 6,055	$ 4,844	1/20/2020		
	CNG Station Dispenser Replacement			$ 285,000	80%	$ 228,000	Y	E	MF	NY90-X576	2007	3/31/2008	NC	10	$ 228,000	$ 182,400	3/30/2018		

	Steel Fire Door			$ 28,420	80%	$ 22,736	Y	E	MF	NY90-X568	2008	4/30/2010	NC	10	$ 25,578	$ 20,462	4/31/2020			
	Mechanic Gas Detection System -MF			$ 87,395	80%	$ 69,916	Y	E	MF	NY90-X626	2009	1/24/2010	NC	8	$ 87,395	$ 69,916	1/19/2019			
	Modular Bus Unit (2)			$ 450,000	80%	$ 360,000	Y	E	MF	NY90-X525	2004	10/31/2008	NC	15	$ 360,000	$ 312,000	10/31/2023			
				$ 11,183,379		$ 8,946,703									$ 2,314,711	$ 1,851,769				

MTA Long Island Bus
ROCKVILLE CENTRE FACILITY

	Roof Replacement			$2,000,000	80%	$1,600,000	Y	B	RVC			1/31/1984	NC	20	$0	$0	1/31/2004	1/31/2011		
	Facility Modification			$550,134	80%	$560,107	Y	B	RVC	NY90-X004	1996	10/31/1997	NC	10	$0	$0	10/31/2007	10/31/2012		
	Air Curtain			$74,249	80%	$59,382	Y	P	RVC	NY90-X423	2000	3/31/2002	NC	10	$7,424	$5,939	3/30/2012			
	Overhead Garage Door Security Upgrade			$34,636	80%	$27,525	Y	F	RVC	NY90-X505	2004	6/30/2006	NC	6	$11,512	$9,210	6/30/2012			
	Radiant and Tube Boilers			$45,625	80%	$36,500	Y	F	RVC	NY90-X488	2003	9/30/2003	NC	10	$12,688	$10,950	9/30/2013			
	CNG Station Installation			$2,899,636	80%	$2,319,709	Y	F	RVC	NY03-0033 NY90-X368	1997 1997	11/30/1999	NC	15	$773,250	$618,600	11/30/2014			
	CNG Facility Modification			$2,091,458	80%	$1,673,166	Y	F	RVC	NY90-X368	1997	7/30/1999	NC	15	$557,722	$446,178	7/31/2014			
	Primary Ventilation Units			$423,841	80%	$339,073	Y	G	RVC	NY90-X464	2002	3/31/2005	NC	10	$169,536	$135,629	3/30/2015			
	Parts Storage Area			$25,869	80%	$20,696	Y	G	RVC	NY90-X423	2000	12/31/2002	NC	15	$2,072	$1,658	12/31/2017			
	Above Ground Storage Tank			$23,520	80%	$19,040	Y	G	RVC	NY90-X423	2000	1/31/2003	NC	15	$1,307	$1,055	1/31/2018			
	Training Center Construction			$510,920	80%	$408,760	Y	G	RVC	NY90-X384	2000	8/1/2005	NC	15	$255,475	$204,280	8/31/2020			
	Concrete Walkway Installation			$7,354	80%	$5,907	Y	E	RVC			3/31/2010	NC	5	$5,907	$4,726	3/30/2015			
	ADA Railing Installation			$5,800	80%	$5,440	Y	E	RVC	NY90-X576	2007	4/30/2010	NC	10	$5,120	$4,896	2/28/2020			
				$9,954,335		$6,565,456									$1,873,813	$1,458,051				

Y = Yes
N = No

FTA Condition Rating : E=Excellent G=Good F=Fair P=Poor B=Bad

MTA Long Island Bus
HEMPSTEAD TRANSIT CENTER FACILITY

	North Entrance Re-Paving			$51,090	80%	$40,872	Y	P	HTC	NY90-X423	2000	12/31/2005	NC	6	$10,182	$8,145	12/31/2011		
	Pest Abatement (Bird Netting)			$96,123	80%	$76,898	Y	F	HTC	NY90-X505	2004	4/31/2008	NC	3	$0	$0	4/31/2009	4/31/2012	
	Automatic Door Installation			$30,056	80%	$24,045	Y	F	HTC	NY90-X334	1998	5/31/1998	NC	10	$0	$0	5/31/2009	5/31/2013	
	Electrical Installation			$48,380	80%	$38,704	Y	F	HTC	NY90-X334	1998	5/31/1999	NC	10	$0	$0	5/31/2009	5/31/2013	
	Bus Sign Replacement			$73,534	80%	$58,827	Y	G	HTC	NY90-X484	2002	6/30/2008	NC	6	$24,511	$19,609	6/30/2012		
	Remote/Flags/Photos/Trees/Point/Fixtures			$70,260	80%	$56,208	Y	G	HTC	NY95-X001	2007	6/30/2009	NC	4	$52,695	$42,156	6/30/2013		
	Refinish and Coat Exposed Steel			$181,554	80%	$145,243	Y	G	HTC	NY90-X488	2003	12/31/2004	NC	10	$72,622	$58,097	12/31/2014		
	Facility Repairs (interior)			$44,287	80%	$35,430	Y	G	HTC	NY90-X423	2000	9/30/2003	NC	15	$23,620	$18,896	9/30/2016		
	HVAC Replacement (3)			$390,060	80%	$312,048	Y	E	HTC	NY95-X001	2007	11/30/2009	NC	10	$351,054	$280,843	11/30/2019		
	Bird Prevention			$12,600	80%	$10,080	Y	E	HTC	NY90-X589 NY95-X001	2008 2007	8/30/2010	NC	10	$11,340	$9,072	8/30/2020		
	Hempstead Transit Center Upgrade			$500,000	0%	$0	Y	E	HTC	NY90CPRB	2007	12/31/2009	NC	15	$466,667	$0	12/31/2023		
	Hempstead Transit Center Upgrade			$539,320	80%	$431,456	Y	E	HTC	NY95-X001	2007	12/31/2009	NC	15	$539,320	$431,456	12/31/2023		
				$2,047,264		$1,237,811									$1,552,010	$388,275			

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N = No

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MTA Long Island Bus
PARATRANSIT FACILITY (Stewart Ave)

	Paratransit Facility Paving			$1,077,146	20%	$ 861,717	Y	G	SA	NYC0-0024	1996	12/31/2005	NC	10	$538,573	$430,858	12/31/2015			
	Paratransit Facility Modification			$2,314,000	0%	1,851,200	Y	E	SA	NYSOF	2008	12/31/2008	NC	20	$2,082,600	$1,665,080	12/31/2028			
	Vehicle Exhaust Sytsem			$80,000.00	80%	$64,000.00	Y	E	SA	NY90-X636 NY90-X589	2005 2008	4/31/2010	NC	10	$72,000	$57,600	4/31/2010			
	Paratransit Facility Modification			$5,574,993	80%	4,459,994	Y	E	SA	NY03-0024 NY90-X464 NY90-X505 NY90-X525 NY90-X575 NY90-X589	1996 2002 2004 2005 2007 2008	12/31/2008	NC	20	$5,017,494	$4,013,995	12/31/2028			
				$8,046,139		$ 7,236,911									$7,710,667	$ 6,166,533				

Y = Yes
N = No

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