

**\$766,540,000****TRIBOROUGH BRIDGE AND TUNNEL AUTHORITY  
(MTA BRIDGES AND TUNNELS)****Payroll Mobility Tax Bond Anticipation Notes,  
Series 2022B****DATED: Date of Delivery****DUE: As shown on the inside cover page**

The Triborough Bridge and Tunnel Authority's (MTA Bridges and Tunnels) Payroll Mobility Tax Bond Anticipation Notes, Series 2022B (the Series 2022B Notes) offered hereby are issued in accordance with the terms and provisions of the Triborough Bridge and Tunnel Authority Payroll Mobility Tax Obligation Resolution adopted on March 17, 2021 (TBTA PMT Resolution), as supplemented, including as supplemented by the Multiple Credit and Series 2022 Supplemental Resolution Authorizing Obligations, Obligation Anticipation Notes and Refunding Obligations adopted by MTA on December 15, 2021 (the Supplemental Resolution, and together with the TBTA PMT Resolution, the Resolution). One or more series of bonds is expected to be issued to retire the Series 2022B Notes (the Take-Out Bonds), in accordance with the Resolution.

The Series 2022B Notes are being issued to (i) retire the Metropolitan Transportation Authority's (MTA) outstanding Transportation Revenue Bond Anticipation Notes, Subseries 2020A-1, and (ii) pay certain financing, legal and miscellaneous expenses. See "APPLICATION OF PROCEEDS" herein.

Principal of and interest on the Series 2022B Notes are payable solely from (1) the proceeds of other notes, (2) the proceeds of the Take-Out Bonds and (3) with respect to interest payable on the Series 2022B Notes, amounts available for the payment of subordinated indebtedness. The Series 2022B Notes are not secured by any other funds, accounts or amounts that are pledged to the payment of bonds or parity obligations issued under the Resolution. See "SOURCES OF PAYMENT AND SECURITY FOR THE SERIES 2022B NOTES".

**The Series 2022B Notes are not a debt of the State of New York (the State) or The City of New York (the City) or any other local government unit, and the State, the City and other local government units are not liable thereon. MTA Bridges and Tunnels has no taxing power.**

In the opinion of Nixon Peabody LLP and D. Seaton and Associates, P.A., P.C., Co-Bond Counsel to MTA Bridges and Tunnels, under existing law and relying on certain representations by MTA Bridges and Tunnels and MTA and assuming the compliance by MTA Bridges and Tunnels and MTA with certain covenants, interest on the Series 2022B Notes is:

- *excluded from an Owner's federal gross income under Section 103 of the Internal Revenue Code of 1986, and*
- *not a specific preference item for an Owner in calculating the federal individual alternative minimum tax.*

Also in Co-Bond Counsel's opinion, under existing law, interest on the Series 2022B Notes is exempt from personal income taxes of the State and any political subdivisions of the State, including the City. See "TAX MATTERS" herein for a discussion of certain federal and State income tax matters.

The Series 2022B Notes are not subject to redemption prior to maturity.

The Series 2022B Notes are offered when, as, and if issued, subject to certain conditions, and are expected to be delivered through the facilities of The Depository Trust Company on or about December 15, 2022.

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This cover page contains certain information for general reference only. It is not intended to be a summary of the security or terms of the Series 2022B Notes. Investors are advised to read the entire offering memorandum, including all portions hereof included by specific cross-reference, to obtain information essential to making an informed decision.

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**\$766,540,000**  
**TRIBOROUGH BRIDGE AND TUNNEL AUTHORITY**  
**(MTA BRIDGES AND TUNNELS)**  
**Payroll Mobility Tax Bond Anticipation Notes,**  
**Series 2022B**

<u>Maturity Date</u>	<u>Interest Rate</u>	<u>CUSIP Number</u> *
December 16, 2024	5.00%	89602H EZ6

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\* The CUSIP number has been assigned by an organization not affiliated with MTA Bridges and Tunnels and is included solely for the convenience of the holders of the Series 2022B Notes. MTA Bridges and Tunnels is not responsible for the selection or uses of the CUSIP number, nor is any representation made as to its correctness on the Series 2022B Notes or as indicated above. The CUSIP number is subject to being changed after the issuance of the Series 2022B Notes as a result of various subsequent actions including, but not limited to, as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of the Series 2022B Notes.

**Triborough Bridge and Tunnel Authority**  
**(MTA Bridges and Tunnels)**  
**Triborough Station, Box 35**  
**New York, New York 10035**  
**(212) 360-3000**  
**Website: <https://new.mta.info>**

John N. Lieber ..... Chair and Chief Executive Officer  
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Jamey Barbas ..... Member  
Frank Borelli, Jr. .... Member  
Gerard Bringmann ..... Non-Voting Member  
Norman E. Brown ..... Non-Voting Member  
Samuel Chu ..... Member  
Michael Fleischer ..... Member  
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John Samuelsen ..... Non-Voting Member  
Sherif Soliman ..... Member  
Lisa Sorin ..... Member  
Vincent Tessitore, Jr. .... Non-Voting Member  
Midori Valdivia ..... Member  
Elizabeth Velez ..... Member  
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Daniel F. DeCrescenzo Jr. .... President, MTA Bridges and Tunnels  
Paul Friman, Esq. .... Acting General Counsel and Corporate Secretary, MTA Bridges and Tunnels

Kevin Willens ..... Chief Financial Officer, MTA  
Patrick J. McCoy ..... Deputy Chief, Financial Services, MTA

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New York, New York

Co-Bond Counsel

PUBLIC RESOURCES ADVISORY GROUP, INC.  
New York, New York

SYCAMORE ADVISORS, LLC  
New York, New York

Co-Financial Advisors

HAWKINS DELAFIELD & WOOD LLP  
New York, New York  
Special Disclosure Counsel

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## SUMMARY OF TERMS

MTA Bridges and Tunnels has prepared this Summary of Terms to describe the specific terms of the Series 2022B Notes. The information in this offering memorandum, including the materials filed with the Electronic Municipal Market Access System of the Municipal Securities Rulemaking Board and included by specific cross-reference as described herein, provides a more detailed description of matters relating to MTA Bridges and Tunnels and to the Series 2022B Notes and the Payroll Mobility Tax Senior Lien Bonds. Investors should carefully review that detailed information in its entirety before making a decision to purchase any of the Series 2022B Notes being offered.

Issuer.....	Triborough Bridge and Tunnel Authority, a public benefit corporation of the State of New York, hereinafter referred to as MTA Bridges and Tunnels.								
Notes Being Offered .....	MTA Bridges and Tunnels Payroll Mobility Tax Bond Anticipation Notes, Series 2022B (the Series 2022B Notes).								
Purpose of Issue .....	The Series 2022B Notes are being issued to (i) retire the Metropolitan Transportation Authority’s (MTA) outstanding Transportation Revenue Bond Anticipation Notes, Subseries 2020A-1 (the Subseries 2020A-1 BANs), and (ii) pay certain financing, legal and miscellaneous expenses. See “APPLICATION OF PROCEEDS” in <b>Part I</b> .								
Maturity and Rate .....	The Series 2022B Notes mature on the date and bear interest at the rate shown on the inside cover page.								
Denominations .....	The Series 2022B Notes will be sold in denominations of \$5,000 or any integral multiple thereof.								
Interest Payment Dates.....	Interest on the Series 2022B Notes shall be paid semiannually on May 15 and November 15, commencing May 15, 2023, and at maturity. See “DESCRIPTION OF THE SERIES 2022B NOTES – General – Interest Payments” in <b>Part I</b> .								
No Redemption .....	The Series 2022B Notes are not subject to redemption prior to maturity.								
Sources of Payment and Security .....	Principal of and interest on the Series 2022B Notes are payable solely from (1) the proceeds of other notes, (2) the proceeds of the Take-Out Bonds and (3) with respect to interest payable on the Series 2022B Notes, amounts available for the payment of subordinated indebtedness. The Series 2022B Notes are not secured by any other funds, accounts or amounts that are pledged to the payment of bonds or parity obligations issued under the Resolution. See “SOURCES OF PAYMENT AND SECURITY FOR THE SERIES 2022B NOTES” in <b>Part I</b> .								
Registration of the Series 2022B Notes .....	DTC Book-Entry-Only System. No physical certificates evidencing ownership of a note will be delivered, except to DTC.								
Trustee .....	The Bank of New York Mellon, New York, New York.								
Co-Bond Counsel.....	Nixon Peabody LLP, New York, New York and D. Seaton and Associates, P.A., P.C., New York, New York.								
Special Disclosure Counsel.....	Hawkins Delafield & Wood LLP, New York, New York.								
Tax Status .....	See “TAX MATTERS” in <b>Part III</b> .								
Ratings .....	<table border="0" style="margin-left: 40px;"> <tr> <td style="text-align: center;"><u>Rating Agency</u></td> <td style="text-align: center;"><u>Rating</u></td> </tr> <tr> <td style="text-align: center;">Fitch:</td> <td style="text-align: center;">F1+</td> </tr> <tr> <td style="text-align: center;">KBRA:</td> <td style="text-align: center;">K1+</td> </tr> <tr> <td style="text-align: center;">S&amp;P:</td> <td style="text-align: center;">SP-1+</td> </tr> </table> <p style="margin-left: 40px;">See “RATINGS” in <b>Part III</b>.</p>	<u>Rating Agency</u>	<u>Rating</u>	Fitch:	F1+	KBRA:	K1+	S&P:	SP-1+
<u>Rating Agency</u>	<u>Rating</u>								
Fitch:	F1+								
KBRA:	K1+								
S&P:	SP-1+								
Co-Financial Advisors .....	Public Resources Advisory Group, Inc., New York, New York, and Sycamore Advisors, LLC, New York, New York.								
Purchase Price .....	See “UNDERWRITING” in <b>Part III</b> .								

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- ***No Unauthorized Offer.*** This offering memorandum is not an offer to sell, or the solicitation of an offer to buy, the Series 2022B Notes in any jurisdiction where that would be unlawful. MTA Bridges and Tunnels has not authorized any dealer, salesperson or any other person to give any information or make any representation in connection with the offering of the Series 2022B Notes, except as set forth in this offering memorandum. No other information or representations should be relied upon.
  - ***No Contract or Investment Advice.*** This offering memorandum is not a contract and does not provide investment advice. Investors should consult their financial advisors and legal counsel with questions about this offering memorandum and the Series 2022B Notes being offered, and anything else related to this note issue.
  - ***Information Subject to Change.*** Information and expressions of opinion are subject to change without notice, and it should not be inferred that there have been no changes since the date of this document. Neither the delivery of, nor any sale made under, this offering memorandum shall under any circumstances create any implication that there has been no change in MTA Bridges and Tunnels' affairs or in any other matters described herein since the date of this offering memorandum.
  - ***Forward-Looking Statements.*** Many statements contained in this offering memorandum, including the appendices and documents included by specific cross-reference, that are not historical facts are forward-looking statements, which are based on MTA and/or MTA Bridges and Tunnels' beliefs, in each case, as well as assumptions made by, and information currently available to, the management and staff of MTA and MTA Bridges and Tunnels as of the date of this offering memorandum. Because the statements are based on expectations about future events and economic performance and are not statements of fact, actual results may differ materially from those projected. The words "anticipate," "assume," "estimate," "expect," "objective," "projection," "plan," "forecast," "goal," "budget" or similar words are intended to identify forward-looking statements. The words or phrases "to date," "now," "currently," and the like are intended to mean as of the date of this offering memorandum. Neither MTA's nor MTA Bridges and Tunnels' independent auditors, nor any other independent auditors, have compiled, examined, or performed any procedures with respect to the forward-looking statements contained herein, nor have they expressed any opinion or any other form of assurance on such information or its achievability, and they assume no responsibility for, and disclaim any association with, the prospective financial information. Neither MTA's nor MTA Bridges and Tunnels' independent auditors, nor any other independent auditors, have been consulted in connection with the preparation of the forward-looking statements set forth in this offering memorandum, which is solely the product of MTA Bridges and Tunnels and MTA and its affiliates and subsidiaries as of the date of this offering memorandum, and the independent auditors assume no responsibility for its content. These forward-looking statements speak only as of the date of this offering memorandum.
  - ***Projections.*** The projections set forth in this offering memorandum were not prepared with a view toward complying with the guidelines established by the American Institute of Certified Public Accountants with respect to prospective financial information, but, in the view of MTA's and MTA Bridges and Tunnels' management, were prepared on a reasonable basis, reflect the best currently available estimates and judgments, and present, to the best of managements' knowledge and belief, the expected course of action and the expected future financial performance of MTA and MTA Bridges and Tunnels. However, this information is not fact and should not be relied upon as being necessarily indicative of future results, and readers of this offering memorandum are cautioned not to place undue reliance on the prospective financial information. Neither MTA's nor MTA Bridges and Tunnels' independent auditors, nor any other independent auditors, have compiled, examined, or performed any procedures with respect to the prospective financial information contained herein, nor have they expressed any opinion or any other form of assurance on such information or its achievability, and they assume no responsibility for, and disclaim any association with, the prospective financial information. Neither MTA's nor MTA Bridges and Tunnels' independent auditors, nor any other independent auditors, have been consulted in connection with the preparation of the prospective financial information set forth in this offering memorandum, which is solely the product of MTA Bridges and Tunnels and MTA and its affiliates and subsidiaries as of the date of this offering memorandum, and the independent auditors assume no responsibility for its content.
  - ***Independent Auditor.*** Deloitte & Touche LLP, MTA's and MTA Bridges and Tunnels' independent auditor, has not reviewed, commented on or approved, and is not associated with, this offering

memorandum. The audit report of Deloitte & Touche LLP relating to MTA's consolidated financial statements for the years ended December 31, 2021 and 2020, which is a matter of public record, is included by specific cross-reference in this offering memorandum. Deloitte & Touche LLP has not been asked to consent to the inclusion, or incorporation by reference, of its audit report in this offering memorandum. Deloitte & Touche LLP has performed a review of the consolidated interim financial information of MTA for the six-month period ended June 30, 2022. As indicated in the review report which accompanies MTA's consolidated interim financial information, because Deloitte & Touche LLP did not perform an audit, Deloitte & Touche LLP expresses no opinion on that information. The consolidated interim financial information of MTA for the six-month period ended June 30, 2022 (except for the auditor's review report accompanying the consolidated interim financial information) is included in this offering memorandum by specific cross-reference. Deloitte & Touche LLP has not performed any procedures on any financial statements or other financial information of MTA, including without limitation any of the information contained in this offering memorandum, since the date of such review report which is not included by reference herein.

- *Website Addresses.* References to website addresses presented herein are for informational purposes only and may be in the form of a hyperlink solely for the reader's convenience. Unless specified otherwise, such websites and the information or links contained therein are not incorporated into, and are not part of, this offering memorandum for purposes of Rule 15c2-12 of the United States Securities and Exchange Commission, as amended, and in effect on the date hereof.



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**Information Included by Specific Cross-reference.** The following portions of MTA’s 2022 Combined Continuing Disclosure Filings, dated April 29, 2022, as supplemented on June 22, 2022, and as updated by the First Quarterly Update, dated August 5, 2022, and the Second Quarterly Update, dated December 7, 2022, each filed with the Electronic Municipal Market Access system (EMMA) of the Municipal Securities Rulemaking Board (MSRB), are included by specific cross-reference in this offering memorandum, along with material that updates this offering memorandum and that is filed with EMMA prior to the delivery date of the Series 2022B Notes, together with any supplements or amendments thereto:

- **Part I** – MTA Annual Disclosure Statement (the **MTA Annual Disclosure Statement** or **ADS**);
- **Appendix B** – Audited Consolidated Financial Statements of Metropolitan Transportation Authority for the Years Ended December 31, 2021 and 2020 (including the auditor’s report accompanying the annual financial information)

The following documents have also been filed with EMMA and are included by specific cross-reference in this offering memorandum:

- TBTA Payroll Mobility Tax Obligation Resolution
- MTA Payroll Mobility Tax Obligation Resolution
- Annex A – Standard Resolution Provisions Applicable to MTA and TBTA PMT Obligations and Parity Debt
- Annex B – Standard Resolution Provisions Applicable to MTA and TBTA Second Lien PMT Obligations and Second Lien Parity Debt
- Annex C – Additional Resolution Provisions Applicable to MTA and TBTA Senior Lien PMT Obligations and Second Lien PMT Obligations
- Payroll Mobility Tax Financing Agreement by and between MTA and MTA Bridges and Tunnels (Financing Agreement)
- MTA’s Unaudited Consolidated Interim Financial Statements as of and for the Six-Month Period Ended June 30, 2022 (excluding the auditor’s review report accompanying the interim financial information)

For convenience, copies of most of these documents can be found on the MTA website (<https://new.mta.info>) under the caption “Transparency – Financial & Investor Information–Investor Information & Disclosures” and “– Financial and Budget Statements”. No statement on MTA’s website is included by specific cross-reference herein. For **Part I** of the **ADS** and **Appendix D**, see <https://new.mta.info/investor-info/disclosure-filings>. For bond resolutions and related annexes, see <https://new.mta.info/investor-info/bond-resolutions-interagency-agreements>. See “FURTHER INFORMATION” in **Part III**. Definitions of certain terms used in the foregoing instruments may differ from terms used in this offering memorandum, such as using the popular name “MTA Bridges and Tunnels” in place of Triborough Bridge and Tunnel Authority or its abbreviation, TBTA.

The Consolidated Financial Statements of Metropolitan Transportation Authority for the Years Ended December 31, 2021 and 2020, incorporated by specific cross-reference in this offering memorandum, have been audited by Deloitte & Touche LLP, certified public accountants, as stated in their audit report appearing therein. Deloitte & Touche LLP has not reviewed, commented on or approved, and is not associated with, this offering memorandum. The audit report of Deloitte & Touche LLP relating to the MTA’s consolidated financial statements for the years ended December 31, 2021 and 2020, which is a matter of public record, is included by specific cross-reference in this offering memorandum. Deloitte & Touche LLP has not been asked to consent to the inclusion, or incorporation by reference, of its audit report in this offering memorandum. The consolidated interim financial information for the six-month period ended June 30, 2022 (except for the auditor’s review report accompanying the consolidated interim financial information), has also been incorporated by specific cross-reference in this offering memorandum. Deloitte & Touche LLP has not performed any procedures on any

financial statements or other financial information of MTA, including without limitation any of the information contained in, or incorporated by specific cross-reference in, this offering memorandum, since the date of such review report, which is not included by reference herein.

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## INTRODUCTION

### MTA Bridges and Tunnels and Other Related Entities

Triborough Bridge and Tunnel Authority, or MTA Bridges and Tunnels, is a public benefit corporation, which means that it is a corporate entity separate and apart from New York State (the State), without any power of taxation – frequently called a “public authority.” MTA Bridges and Tunnels is authorized to construct and operate toll bridges and tunnels and other public facilities in New York City (the City). MTA Bridges and Tunnels issues debt obligations secured by bridge and tunnel tolls to finance the capital costs of its facilities and is empowered to issue debt obligations secured by bridge and tunnel tolls or certain other revenues to finance the capital costs of the Transit and Commuter Systems operated by other affiliates and subsidiaries of MTA. Since 2008, MTA Bridges and Tunnels has not issued new money bonds secured by bridge and tunnel tolls to finance capital projects for the benefit of the Transit and Commuter Systems. MTA Bridges and Tunnels is an affiliate of MTA. MTA Bridges and Tunnels’ surplus amounts are used to fund transit and commuter operations and finance capital projects.

MTA Bridges and Tunnels has issued Payroll Mobility Tax Senior Lien Bonds, first issued in 2021, secured by non-toll revenues, namely the PMT Receipts referred to herein, and Sales Tax Revenue Bonds, first issued in 2022, also secured by non-toll revenues, namely certain sales and compensating use taxes authorized by the State and imposed by the City and transferred by the New York State Comptroller. MTA Bridges and Tunnels expects to use the proceeds of such bonds to finance the capital costs of the Transit and Commuter Systems operated by other affiliates and subsidiaries of MTA.

MTA has responsibility for developing and implementing a single, integrated mass transportation policy for MTA’s service region (the MTA Commuter Transportation District or MCTD), which consists of the City and the seven New York metropolitan-area counties of Dutchess, Nassau, Orange, Putnam, Rockland, Suffolk and Westchester. It carries out some of those responsibilities by operating the transit and commuter systems through its subsidiary and affiliate entities: the New York City Transit Authority and its subsidiary, the Manhattan and Bronx Surface Transit Operating Authority; the Staten Island Rapid Transit Operating Authority; The Long Island Rail Road Company; the Metro-North Commuter Railroad Company; the MTA Bus Company; the MTA Construction and Development Company; and the MTA Grand Central Madison Concourse Operating Company. MTA issues debt obligations to finance a substantial portion of the capital costs of these systems.

The board members of MTA serve as the board members of MTA’s affiliates and subsidiaries, which, together with MTA, are referred to collectively herein as the Related Entities. MTA Bridges and Tunnels is an affiliate, not a subsidiary, of MTA. MTA, MTA Bridges and Tunnels and the other Related Entities are described in detail in **Part I** – MTA Annual Disclosure Statement of MTA’s 2022 Combined Continuing Disclosure Filings (the **MTA Annual Disclosure Statement** or **ADS**), which is included by specific cross-reference in this offering memorandum.

The following table sets forth the legal and popular names of the Related Entities. Throughout this offering memorandum, reference to each agency will be made using the popular names.

<u>Legal Name</u>	<u>Popular Name</u>
Metropolitan Transportation Authority	MTA
New York City Transit Authority	MTA New York City Transit
Manhattan and Bronx Surface Transit Operating Authority	MaBSTOA
Staten Island Rapid Transit Operating Authority	MTA Staten Island Railway
MTA Bus Company	MTA Bus
The Long Island Rail Road Company	MTA Long Island Rail Road
Metro-North Commuter Railroad Company	MTA Metro-North Railroad
MTA Construction and Development Company	MTA Construction and Development
MTA Grand Central Madison Concourse Operating Company	MTA GCMC
Triborough Bridge and Tunnel Authority	MTA Bridges and Tunnels

Capitalized terms used herein and not otherwise defined have the meanings provided in the ADS, the Financing Agreement or the TBTA PMT Resolution.

### **Information Provided in MTA Disclosure**

From time to time, the Governor, the State Comptroller, the Mayor of the City, the City Comptroller, County Executives, State legislators, City Council members and other persons or groups may make public statements, issue reports, institute proceedings or take actions that contain predictions, projections or other information relating to the Related Entities or their financial condition, including potential operating results for the current fiscal year and projected baseline surpluses or gaps for future years, that may vary materially from, question or challenge the information provided in the ADS, this offering memorandum and other offering documents, and information posted to EMMA. Investors and other market participants should, however, refer to MTA's then current continuing disclosure filings, official statements, remarketing circulars and offering memorandums for information regarding the Related Entities and their financial condition.

### **Where to Find Information**

***Information in this Offering Memorandum.*** This offering memorandum is organized as follows:

- This ***Introduction*** provides a general description of MTA, MTA Bridges and Tunnels and the other Related Entities.
- ***Part I*** provides specific information about the Series 2022B Notes and the sources of payment and security for the Series 2022B Notes.
- ***Part II*** describes the sources of payment and security for all TBTA PMT Bonds, including the Take-Out Bonds.
- ***Part III*** provides miscellaneous information relating to the Series 2022B Notes.
- ***Attachment 1*** sets forth certain provisions applicable to the book-entry-only system of registration to be used for the Series 2022B Notes.
- ***Attachment 2*** is a conformed copy of the executed Master Continuing Disclosure Agreement relating to PMT Indebtedness.
- ***Attachment 3*** is the form of approving opinions of Co-Bond Counsel in connection with the issuance of the Series 2022B Notes.

***Information Included by Specific Cross-reference.*** The information listed under the caption "Information Included by Specific Cross-reference" following the Table of Contents, as filed with the MSRB through EMMA to date, is "included by specific cross-reference" in this offering memorandum. This means that important information is disclosed by referring to those documents and that the specified portions of those documents are considered to be part of this offering memorandum. **This offering memorandum, which includes the specified portions of those filings, should be read in its entirety in order to obtain essential information for making an informed decision in connection with the Series 2022B Notes.** Information included by specific cross-reference in this offering memorandum may be obtained, as described below, from the MSRB and from MTA Bridges and Tunnels.

***Information from the MSRB through EMMA.*** MTA and MTA Bridges and Tunnels file annual and other information with EMMA. Such information can be accessed at <http://emma.msrb.org/>.

***Information Available at No Cost.*** Information filed with the MSRB through EMMA is also available, at no cost, on MTA's website or by contacting MTA, Attn.: Finance Department, at the address on page (i). For important information about MTA's website, see "FURTHER INFORMATION" in **Part III**.

### **Anticipated Debt Issuance**

In addition to the issuance of the Series 2022B Notes, MTA Bridges and Tunnels is planning to refund certain outstanding MTA Transportation Revenue Bonds and Dedicated Tax Fund Bonds with Payroll Mobility Tax Senior Lien Refunding Bonds. Subject to market conditions, such refunding is expected to close in January 2023.

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## PART I. SERIES 2022B NOTES

**Part I** of this offering memorandum, together with the Summary of Terms, provides specific information about the Series 2022B Notes.

### APPLICATION OF PROCEEDS

MTA Bridges and Tunnels anticipates that the proceeds of the Series 2022B Notes (the principal amount thereof, plus original issue premium of \$34,541,691.60), in the aggregate amount of \$801,081,691.60, together with certain funds of MTA in the amount of \$8,444,444.46, will be used as follows: (i) \$808,444,444.46 to retire, on February 1, 2023, \$800,000,000 aggregate principal amount of MTA's outstanding Transportation Revenue Bond Anticipation Notes, Subseries 2020A-1, and to pay accrued interest thereon, and (ii) \$1,081,691.60 to pay certain financing, legal and miscellaneous expenses associated with the Series 2022B Notes.

### DESCRIPTION OF THE SERIES 2022B NOTES

#### General

**Record Date.** The Record Date for the payment of principal of and interest on the Series 2022B Notes shall be the date that is 15 days immediately preceding such payment date.

**Book-Entry-Only System.** The Series 2022B Notes will be registered in the name of The Depository Trust Company, New York, New York, or its nominee (together, DTC) which will act as securities depository for the Series 2022B Notes. Individual purchases of the Series 2022B Notes will be made in book-entry-only form, in denominations of \$5,000 or any integral multiple thereof. So long as DTC is the registered owner of the Series 2022B Notes, all payments on the Series 2022B Notes will be made directly to DTC. DTC is responsible for disbursement of those payments to its participants, and DTC participants and indirect participants are responsible for making those payments to beneficial owners. See **Attachment 1** – “Book-Entry-Only System”.

**Maturity.** The Series 2022B Notes will mature and be payable as to principal, as set forth on the inside cover page.

**Interest Payments.** The Series 2022B Notes will bear interest from the dated date at the per annum rate shown on the inside cover page of this offering memorandum. Interest on the Series 2022B Notes will be paid semiannually on each May 15 and November 15, commencing May 15, 2023, and at maturity, calculated based on a 360-day year comprised of twelve 30-day months and will be payable to the Holders thereof on each Interest Payment Date. In the event that any payment date is not a Business Day, payment will be made on the next Business Day with the same force and effect as if made on the nominal date set forth herein and no interest shall accrue during the intervening period with respect to any payment so deferred.

**Transfers and Exchanges.** So long as DTC is the securities depository for the Series 2022B Notes, it will be the sole registered owner of the Series 2022B Notes, and transfers of ownership interests in the Series 2022B Notes will occur through the DTC Book-Entry-Only System.

**Trustee.** The Bank of New York Mellon, New York, New York, is Trustee with respect to the Series 2022B Notes.

#### No Redemption Prior to Maturity

The Series 2022B Notes are not subject to redemption prior to maturity.



## SOURCES OF PAYMENT AND SECURITY FOR THE SERIES 2022B NOTES

The Series 2022B Notes are bond anticipation notes issued pursuant to the TBTA PMT Resolution and the Supplemental Resolution in anticipation of one or more issues of TBTA PMT Bonds to be designated as the Take-Out Bonds.

Principal of and interest on the Series 2022B Notes are payable solely from (1) the proceeds of other notes, (2) the proceeds of the Take-Out Bonds and (3) with respect to interest payable on the Series 2022B Notes, amounts available for the payment of subordinated indebtedness. The Series 2022B Notes are not secured by any other funds, accounts or amounts that are pledged to the payment of bonds or parity obligations issued under the Resolution.

MTA covenants in the Supplemental Resolution to maintain issuance capacity pursuant to the TBTA PMT Resolution to issue the Take-Out Bonds or additional bond anticipation notes in an amount sufficient to pay the principal of and interest on the Series 2022B Notes when due.

## DEBT SERVICE

**Table 1** on the next page sets forth, on a cash basis, the aggregate debt service on all MTA Bridges and Tunnels Payroll Mobility Tax Senior Lien Bonds outstanding as of the date of this offering memorandum. **Table 1** does not include debt service on outstanding Payroll Mobility Tax Bond Anticipation Notes, constituting PMT Obligation Anticipation Notes, including the Bond Anticipation Note issued under the MTA PMT Resolution and placed with the Municipal Liquidity Facility LLC (the MLF BAN). See “SOURCES OF PAYMENT AND SECURITY FOR THE BONDS – SECURITY – Subordinate Obligations and Obligation Anticipation Notes” in **Part II**. For a description of the MLF BAN, see Part 3 of the **ADS** under the caption “GENERAL – MTA Capital Program Bonds – *MTA’s Core Credits – MTA Payroll Mobility Tax Bond Anticipation Notes*”. **Table 1** includes certain assumptions for debt service on outstanding “Balloon Obligations,” including the Payroll Mobility Tax Senior Lien Green Bonds, Series 2022E (the Series 2022E Bonds). MTA Bridges and Tunnels expects to refinance the Series 2022E Bonds on or prior to their respective maturity dates. MTA Bridges and Tunnels does not expect to deposit with the Trustee any PMT Receipts relating to the payment of any principal installments on the Series 2022E Bonds on or prior to the expected refinancings thereof. See “SOURCES OF PAYMENT AND SECURITY FOR THE BONDS – SECURITY – Covenants” in **Part II**.

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**Table 1**  
**Aggregate PMT Senior Lien Debt Service**  
**(\$ in thousands)<sup>(1)</sup>**

<u>Year Ending December 31</u>	<u>Debt Service on Outstanding Bonds<sup>(2)(3)(4)(5)</sup></u>
2023	\$322,208
2024	294,884
2025	309,135
2026	457,120
2027	409,410
2028	484,361
2029	446,965
2030	421,822
2031	363,088
2032	322,965
2033	308,046
2034	288,775
2035	312,963
2036	351,662
2037	372,821
2038	362,905
2039	317,529
2040	494,460
2041	480,551
2042	457,780
2043	455,308
2044	381,351
2045	396,377
2046	396,328
2047	448,849
2048	456,577
2049	456,272
2050	456,077
2051	454,409
2052	345,363
2053	108,451
2054	108,384
2055	108,305
2056	108,237
2057	76,608
Total	\$12,336,346

<sup>(1)</sup> Totals may not add due to rounding.

<sup>(2)</sup> Includes the following assumption for debt service: fixed rate mandatory tender bonds bear interest at their respective fixed interest rates prior to the mandatory tender date until the final maturity date; Subseries 2022E-2a Bonds at an assumed rate of 4% plus the current fixed spread; interest paid monthly, calculated on the basis of a 360-day year consisting of twelve 30-day months for floating rate notes.

<sup>(3)</sup> Excludes debt service on all outstanding Bond Anticipation Notes, which constitute PMT Obligation Anticipation Notes, including the MLF BAN, the principal of which is not secured by PMT Receipts and interest on which is secured by PMT Receipts on a subordinate basis to PMT Senior Lien Indebtedness. See "SOURCES OF PAYMENT AND SECURITY FOR THE BONDS – SECURITY – Subordinate Obligations and Obligation Anticipation Notes" in **Part II** hereof.

<sup>(4)</sup> For the Series 2022E Bonds, which were designated as "Balloon Obligations" under the TBTA PMT Resolution, figures assume interest only on the aggregate principal amount of the Series 2022E Bonds at their respective fixed interest rates or assumed interest rate, as applicable, through their respective maturity dates, and thereafter, estimated debt service on the refinancing of the Series 2022E Bonds. See "SOURCES OF PAYMENT AND SECURITY FOR THE BONDS-SECURITY-Covenants."

<sup>(5)</sup> Figures reflect amounts outstanding as of the date of this offering memorandum.

## **PART II. SOURCES OF PAYMENT AND SECURITY FOR THE TBTA PMT BONDS**

**Part II** of this offering memorandum describes the sources of payment and security for all TBTA PMT Bonds, including the Take-Out Bonds. As described in **Part I** under “SOURCES OF PAYMENT AND SECURITY FOR THE SERIES 2022B NOTES”, the Series 2022B Notes are payable solely from proceeds of the Take-Out Bonds, as well as proceeds of other notes and with respect to interest payable on the Series 2022B Notes, amounts available for the payment of subordinated indebtedness.

The TBTA PMT Resolution was deemed approved by the Capital Program Review Board (CPRB) on March 17, 2021. On March 17, 2021, the MTA Bridges and Tunnels Board ratified the Payroll Mobility Tax Obligation Resolution (TBTA PMT Resolution) to authorize the issuance of TBTA PMT Bonds to finance MTA approved Capital Program transit and commuter projects. The MTA Payroll Mobility Tax Obligation Resolution (MTA PMT Resolution), adopted by the MTA Board on November 18, 2020, permits MTA to issue bonds for approved Capital Program transit and commuter projects; however, CPRB approval would be required prior to the issuance of such bonds. Such approval has not been sought by MTA, and MTA has no plans to seek such approval in the immediate future. The MTA PMT Resolution also authorizes MTA to issue obligations to finance lost revenues and increased costs of the Related Entities, including MTA Bridges and Tunnels, related to the COVID-19 pandemic, and to finance working capital of the Related Entities, other than MTA Bridges and Tunnels. See “SOURCES OF PAYMENT AND SECURITY FOR THE BONDS – SECURITY – Subordinate Obligations and Obligation Anticipation Notes” herein for a discussion of the MLF BAN, which was issued under the MTA PMT Resolution.

The TBTA PMT Bonds, together with Obligations and Parity Debt issued in accordance with the TBTA PMT Resolution (collectively, TBTA PMT Senior Lien Indebtedness), are special obligations of MTA Bridges and Tunnels payable from and secured by the revenues described below (1) on a parity basis with the obligation of MTA to pay debt service on senior lien bonds, other obligations and parity debt (MTA PMT Senior Lien Indebtedness, and together with the TBTA PMT Senior Lien Indebtedness, PMT Senior Lien Indebtedness) issued under the MTA PMT Resolution, and (2) senior to the obligations of MTA Bridges and Tunnels or MTA to pay debt service on second lien bonds and second lien parity debt (TBTA PMT Second Lien Indebtedness or MTA PMT Second Lien Indebtedness, and collectively PMT Second Lien Indebtedness; PMT Second Lien Indebtedness and PMT Senior Lien Indebtedness, collectively, PMT Indebtedness) issued under the TBTA PMT Resolution or the MTA PMT Resolution, respectively.

The TBTA PMT Resolution and the MTA PMT Resolution have substantially identical terms except for applicable references to the respective issuer and the authorized purposes for which PMT Indebtedness under the respective PMT Resolutions may be issued. *Each of the TBTA PMT Senior Lien Indebtedness and any MTA PMT Senior Lien Indebtedness are secured by a first lien on, and parity pledge of, the PMT Receipts, consisting of two distinct revenue streams, each of which are described in detail below, namely Mobility Tax Receipts and Aid Trust Account Receipts (also referred to as ATA Receipts). MTA and MTA Bridges and Tunnels entered into the Financing Agreement to provide the mechanism by which MTA and MTA Bridges and Tunnels share PMT Receipts on a parity basis (i) first, with respect to PMT Senior Lien Indebtedness, and (ii) second, with respect to PMT Second Lien Indebtedness. See “SECURITY – Flow of PMT Receipts - Deposit and Application of PMT Receipts Under Financing Agreement” and “– PAYROLL MOBILITY TAX OBLIGATIONS SOURCES OF REVENUE AND PMT RESOLUTION FLOW OF FUNDS” below.*

### **SOURCES OF PAYMENT**

#### **PMT Receipts**

Under State law, TBTA PMT Bonds are MTA Bridges and Tunnels’ special obligations, which means that they are payable solely from monies pledged therefor (PMT Receipts) in the Obligations Trust Estate under the TBTA PMT Resolution. They are not MTA Bridges and Tunnels’ general obligations. PMT Receipts are comprised of Mobility Tax Receipts and ATA Receipts. Copies of the TBTA PMT Resolution, the MTA PMT Resolution and the executed Financing Agreement have each been filed with the MSRB through EMMA as described under “INTRODUCTION – Where to Find Information.”

***Mobility Tax Receipts***

*The Payroll Mobility Tax.* The Payroll Mobility Tax (PMT) is a tax imposed on certain employers and individuals engaging in business in the Metropolitan Commuter Transportation District (MCTD). The MCTD, which is subject to the imposition of the PMT, includes New York City (the counties of New York (Manhattan), Bronx, Kings (Brooklyn), Queens and Richmond (Staten Island)) and the counties of Rockland, Nassau, Suffolk, Orange, Putnam, Dutchess, and Westchester. The PMT is collected by the Commissioner of Taxation and Finance, and deposited to the segregated account held in trust by the State Comptroller for MTA. Revenue from the PMT is not subject to appropriation, and is payable monthly directly to MTA. Immediately upon their receipt, MTA is required to transfer the Mobility Tax Receipts to the Mobility Tax Receipts Subaccount in accordance with the terms of the Financing Agreement.

Legislation was enacted in the State in 2009 (the May 2009 Legislation), providing additional sources of revenues, in the form of taxes, fees and surcharges, to address the financial needs of MTA. The PMT on payroll expenses and net earnings from self-employment within the MCTD initially imposed a 0.34% tax collected from private (for-profit and not-for-profit) and public sector employers in the MCTD.

The PMT was modified in 2011 to exempt certain taxpayers from paying the PMT and decrease rates paid by others. The PMT currently excludes federal, international, interstate agencies, certain eligible educational institutions, and certain small businesses. Additional amendments made in 2011 to the May 2009 Legislation further provided that any reductions in aid to MTA attributable to the 2011 statutory reductions in the PMT “shall be offset through alternative sources that will be included in the state budget” (PMT Revenue Offset Receipts). The PMT Revenue Offset Receipts are not pledged to the payment of TBTA PMT Indebtedness or MTA PMT Indebtedness.

MTA, along with the State and various officials of the State, successfully defended several actions challenging the constitutionality of the legislation that enacted the Payroll Mobility Tax (Chapter 25 of the Laws of 2009). These cases were conclusively resolved in 2014 when the New York Court of Appeals declined to hear an appeal of the appellate court decision, thereby confirming that the PMT is constitutional.

*Current Payroll Mobility Tax Rates.* The PMT is imposed on the total payroll expense for all covered employees for each calendar quarter at the following rates:

<u>Payroll Expense for Calendar Quarter</u>	<u>Tax Rate on Payroll Expense</u>
Under \$312,500	Not subject to PMT
Over \$312,500 but not over \$375,000	0.11%
Over \$375,000 but not over \$437,500	0.23%
Over \$437,500	0.34%

Payroll expenses subject to the PMT includes all wages or compensation (as defined under sections 3121 or 3231 of the Internal Revenue Code), including back pay, sick pay, deferred compensation, and bonuses if the payroll payment is attributable to services performed while the employee is or was a covered employee (described below). Section 3121 of the Internal Revenue Code defines wages and compensation as those subject to federal social security taxes and section 3231 of the Internal Revenue Code defines wages and compensation as those subject to the federal railroad retirement tax. However, in computing payroll expense subject to the PMT, the caps on wages subject to either social security taxes or railroad retirement taxes do not apply. Accordingly, for most employers, payroll expense is the amount of the employee wages or other compensation that is subject to the Medicare portion of the federal social security taxes.

*Employers subject to the Payroll Mobility Tax.* The PMT is imposed on certain employers within the MCTD, as described below. Subject to the exemptions described below, an employer engaging in business within the MCTD is subject to the PMT for each calendar quarter they are required to withhold New York State income tax from wages paid to employees and their payroll expense for all covered employees exceeds \$312,500

for that calendar quarter. An employer whose payroll expense does not exceed \$312,500 for that calendar quarter is not subject to the PMT for that calendar quarter.

*Employers exempt from the Payroll Mobility Tax.* The following employers are exempt from the PMT: agencies and instrumentalities of the United States; the United Nations; interstate agencies and public corporations created pursuant to an agreement or compact with another state or Canada (such as The Port Authority of New York and New Jersey). The following educational institutions are also exempt from the PMT: any public school district; a board of cooperative educational services; a public elementary or secondary school; schools which serve students with disabilities of school age; and nonpublic elementary or secondary school that provides instruction in grade one or above.

*Covered Employees subject to Payroll Mobility Tax.* An employee is considered to be a covered employee (whose wages are then subject to the PMT) if the employee's services are allocated to the MCTD. An employee's services are allocated to the MCTD if any one of the following are true:

- 1) *Localization* - If an employee's services are either (a) performed entirely within the MCTD or (b) performed both inside and outside the MCTD, but the services performed outside the MCTD are incidental (i.e., temporary or transitory or consist of isolated transactions).
- 2) *Base of Operations* - If the employee's base of operations is in the MCTD. Base of operations generally means where the employee customarily starts out to perform his or her functions within or outside the MCTD or where the employee customarily returns to receive instruction, replenish stock and materials, repair equipment, or perform any other necessary function. This test is not applied if an employee has no base of operations or has more than one base of operations.
- 3) *Place of Direction and Control* - If the employee's direction and control emanates only from within the MCTD, and the employee performs some services within the MCTD.
- 4) *Residence* - If the employee resides in the MCTD and performs some services in the MCTD.

If an employee is considered a covered employee based on any one of these tests, then all of payroll expense for that employee is included in the payroll expense for purposes of the PMT.

*Individuals with net earnings from self-employment.* Individuals who have net earnings from self-employment allocated to the MCTD are also subject to the PMT. However, if total net earnings from self-employment allocated to the MCTD are \$50,000 or less for the tax year, no PMT is due. Net earnings from self-employment subject to the PMT are taxed at a flat rate of 0.34% of total net earnings allocated to the MCTD (subject to the minimum \$50,000 annual earnings threshold described in the preceding sentence). Self-employed individuals which may be subject to the PMT include sole proprietors, partners in partnerships, members of limited liability companies (LLCs) treated as partnerships for federal income tax purposes and certain single-member LLCs. Certain church employees, members of the clergy and Christian Science practitioners (those who are not subject to federal self-employment taxes) are also not subject to the PMT.

Net earnings from self-employment allocated to the MCTD means net earnings from self-employment that are attributable to a business carried on within the MCTD. Business activity is considered carried on in the MCTD for purposes of the PMT if an individual maintains, operates, or occupies desk space, an office, a shop, a store, a warehouse, a factory, an agency, or other place located in the MCTD where the individual's business matters are systematically and regularly carried on.

If a self-employed individual carries on business both in and outside the MCTD, only a portion of the individual's self-employed earnings are allocated to the MCTD, and thus subject to the PMT. Allocation for PMT purposes is required to be done using the same rules that apply for purposes of the allocation of business income in and out of New York State under the personal income tax rules.

*Method of Payments of the PMT.* The PMT is paid concurrently with regular periodic payroll by large employers required to use the State’s prompt payment system (payrolls in excess of \$100,000) and quarterly by sole proprietors and other smaller employers. The PMT is audited and enforced by the State Department of Taxation and Finance and collected by the Commissioner of Taxation and Finance for the sole benefit of MTA and deposited to a segregated account held in trust by the State Comptroller for MTA.

***Certain MCTD Employment and Wage Base Information***

The PMT and the collection thereof are related to, among other things, employment and wages in the MCTD. The following **Table 2** sets forth estimated employment in the MCTD and in New York State (by place of work) since 2012, the percentage change in employment from the preceding calendar year, and employment in the MCTD as a percent of New York statewide employment.

**Table 2  
Historical MCTD and Statewide Full-Time and Part-Time Employment**

<b>Calendar Year</b>	<b>MCTD Employment<sup>(1)</sup></b>	<b>% Change from Previous Year</b>	<b>NY Statewide Employment<sup>(1)</sup></b>	<b>MCTD Employment as a % of NY Statewide Employment</b>
2012	7,949,987	--	11,432,840	69.5%
2013	8,122,572	2.2%	11,619,137	69.9
2014	8,350,135	2.8	11,865,518	70.4
2015	8,561,903	2.5	12,099,185	70.8
2016	8,707,913	1.7	12,259,136	71.0
2017	8,827,314	1.4	12,391,366	71.2
2018	9,059,743	2.6	12,655,225	71.6
2019	9,159,727	1.1	12,746,559	71.9
2020	8,499,071	-7.2	11,872,381	71.6
2021	8,735,920	2.8	12,186,762	71.7

Source: U.S. Bureau of Economic Analysis (U.S. BEA)

<sup>(1)</sup> Employment estimates based on data last updated by U.S. BEA on November 16, 2022.

The employment numbers in **Table 2** include all employment reported by the U.S. BEA and does not exclude any employees that may be exempt from the PMT and, therefore, is provided only as a proxy of the gross employment base which may be subject to the PMT.

The following **Table 3** sets forth estimated wages, salaries and proprietors’ income in the MCTD (by place of work) since 2012, the percentage change from the preceding calendar year, and the MCTD’s wages, salaries and proprietors’ income as a percent of New York statewide wages, salaries and proprietors’ income.

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**Table 3**  
**Historical MCTD and Statewide Wages, Salaries and Proprietors' Income**

Calendar Year	MCTD Wages, Salaries and Proprietors' Income (\$ in millions) <sup>(1)</sup>	% Change from Previous Year	MCTD as a % of NY Statewide Wages, Salaries and Proprietors' Income
2012	\$524,684	--	78.8%
2013	535,817	2.1%	79.0
2014	561,187	4.7	79.4
2015	581,258	3.6	79.6
2016	607,251	4.5	80.0
2017	646,353	6.4	80.3
2018	679,675	5.2	80.6
2019	702,698	3.4	80.6
2020	693,300	-1.3	80.3
2021	756,761	9.2	80.6

Source: U.S. BEA

<sup>(1)</sup> Wages, salaries and proprietor's income estimates based on data last updated by U.S. BEA on November 16, 2022. Proprietors' income includes the inventory valuation adjustment and capital consumption adjustment.

The wages, salaries and proprietors' income in **Table 3** include all wages, salaries and proprietors' income reported by the U.S. BEA and does not exclude any wages, salaries and proprietors' income that may be exempt from the PMT, and therefore, is provided only as a proxy of the gross wages, salaries and proprietors' income base, which may be subject to the PMT.

Statistical information and calculations contained in **Table 2** and **Table 3** are based on data obtained from the U.S. BEA. Neither MTA nor MTA Bridges and Tunnels can guarantee the accuracy of such information, assure its completeness or warrant that such information will not be changed, modified or otherwise revised subsequent to the date thereof. Neither MTA nor MTA Bridges and Tunnels has any obligation to update any or all of such information nor does MTA or MTA Bridges and Tunnels make any express or implied warranties or representations as to its accuracy or completeness.

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### *Historical Mobility Tax Receipts*

The following **Table 4** sets forth, on a cash basis, MTA’s total annual Mobility Tax Receipts since 2012, as well as the percentage change from the preceding calendar year.

**Table 4  
Historical Annual Mobility Tax Receipts**

<b>Calendar Year</b>	<b>Mobility Tax Receipts (\$ in millions)</b>	<b>% Change from Previous Year</b>
2012 <sup>(1)</sup>	\$1,265.3	--
2013 <sup>(1)</sup>	1,215.3	-4.0%
2014	1,262.6	3.9
2015	1,316.9	4.3
2016	1,372.8	4.2
2017	1,435.6	4.6
2018	1,482.9	3.3
2019	1,560.5	5.2
2020	1,560.8	0.0
2021	1,713.2	9.8

Source: MTA Management

<sup>(1)</sup> The decline in Mobility Tax Receipts in calendar years 2012 and 2013 was attributed to revisions to the PMT statute effective April 1, 2012 which exempted certain taxpayers and lowered the rate paid by others, as described herein.

### *ATA Receipts*

*The ATA Receipts.* The May 2009 Legislation also provided additional support for MTA in the form of revenues comprised of the supplemental fee on learner’s permits and driver’s licenses, supplemental fees on the registration and renewal of motor vehicles, the taxicab surcharge, and the supplemental tax on auto rentals, collectively referred to as the “ATA Receipts.” The ATA Receipts are collected by the Commissioner of Taxation and Finance or the Commissioner of Motor Vehicles, as applicable, on behalf of MTA, and deposited to the segregated account held in trust by the State Comptroller for MTA. Revenue from the ATA Receipts is not subject to appropriation, and is payable quarterly directly to MTA. Immediately upon their receipt, MTA is required to transfer the ATA Receipts to the ATA Receipts Subaccount in accordance with the terms of the Financing Agreement.

ATA Receipts are derived from activities conducted in the MCTD at the collection rates listed in the following table. For a historical breakdown of ATA Receipts by category, see “Revenues of the Related Entities – MTA Financial Assistance Fund Receipts – *MTA Aid Trust Account Receipts*” in Part 2 of the ADS.

<b>Source</b>	<b>Collection Rate</b>	<b>Collection Area</b>
Driver’s License Fee	\$1.00 per 6 months <sup>(1)</sup>	MCTD
Auto Registration Fee	\$25 every year <sup>(2)</sup>	MCTD
Taxicab Surcharge	\$0.50 per ride	Any taxi ride starting in New York City and ending within the MCTD
Auto Rental Tax	6% of the cost of the rental <sup>(3)</sup>	MCTD

Source: MTA, State Department of Taxation and Finance, State Division of the Budget

<sup>(1)</sup> Collected as a \$16 surcharge on an 8-year license.

<sup>(2)</sup> Collected as a \$50 surcharge on a 2-year vehicle registration.

<sup>(3)</sup> Raised from 5% in 2019.



### *Historical ATA Receipts*

The following **Table 5** sets forth, on a cash basis, MTA's total annual ATA Receipts since 2012, as well as the percentage change from the preceding calendar year.

**Table 5**  
**Historical Annual ATA Receipts**

<b>Calendar Year</b>	<b>ATA Receipts (\$ in millions)</b>	<b>% Change from Previous Year</b>
2012	\$305.6	--
2013	302.9	-0.9%
2014	313.2	3.4
2015 <sup>(1)</sup>	284.8	-9.1
2016	300.3	5.5
2017	306.2	2.0
2018 <sup>(1)</sup>	272.6	-11.0
2019	311.0	14.1
2020 <sup>(1)</sup>	248.8	-20.0
2021	263.3	5.8

Source: MTA Management

<sup>(1)</sup> The decline in ATA receipts from 2014 to 2015 reflected a decline in taxicab surcharge receipts due to a reduction in pickups by yellow- and green-metered taxicabs, which are subject to the taxicab surcharge. This was a result of an increase in the market share of smartphone app-driven providers into the area, such as Uber and Lyft, which are not subject to the \$0.50 taxicab surcharge. The change from 2017 to 2018 reflects an expansion of For-Hire Vehicle trips taken (from providers such as Uber and Lyft) as acceptance of these providers grew. The change from 2019 to 2020 reflects the impacts of the COVID-19 pandemic.

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### *Historical PMT Receipts*

The following **Table 6** sets forth, on a cash basis, annual combined Mobility Tax Receipts and ATA Receipts (collectively, PMT Receipts) since 2012, and the percentage change in total PMT Receipts from the preceding calendar year.

**Table 6**  
**Historical Annual Combined Mobility Tax Receipts and ATA Receipts**  
**(PMT Receipts)<sup>(1)</sup>**

<b>Calendar Year</b>	<b>Mobility Tax Receipts (\$ in millions)</b>	<b>ATA Receipts (\$ in millions)</b>	<b>PMT Receipts (\$ in millions)</b>	<b>% Change PMT Receipts from Previous Year</b>
2012 <sup>(2)</sup>	\$1,265.3	\$305.6	\$1,570.9	--
2013 <sup>(2)</sup>	1,215.3	302.9	1,518.1	-3.4%
2014	1,262.6	313.2	1,575.8	3.8
2015 <sup>(3)</sup>	1,316.9	284.8	1,601.7	1.6
2016	1,372.8	300.3	1,673.1	4.5
2017	1,435.6	306.2	1,741.8	4.1
2018 <sup>(3)</sup>	1,482.9	272.6	1,755.5	0.8
2019	1,560.5	311.0	1,871.5	6.6
2020 <sup>(2)(3)</sup>	1,560.8	248.8	1,809.7	-3.3
2021	1,713.2	263.3	1,976.6	9.2

Source: MTA Management

<sup>(1)</sup> Numbers may not total due to rounding.

<sup>(2)</sup> The decline in Mobility Tax Receipts in calendar years 2012 and 2013 was attributed to revisions to the PMT statute, effective April 1, 2012, which exempted certain taxpayers and lowered the rate paid by others, as described herein. The change from 2019 to 2020 reflects the impacts of the COVID-19 pandemic.

<sup>(3)</sup> The decline in ATA receipts from 2014 to 2015 reflected a decline in taxicab surcharge receipts due to a reduction in pickups by yellow- and green-metered taxicabs, which are subject to the taxicab surcharge. This was a result of an increase in the market share of smartphone app-driven providers into the area, such as Uber and Lyft, which are not subject to the \$0.50 taxicab surcharge. The change from 2017 to 2018 reflects an expansion of For-Hire Vehicle trips taken (from providers such as Uber and Lyft) as acceptance of these providers grew. The change from 2019 to 2020 reflects the impacts of the COVID-19 pandemic.

### **Factors Affecting Revenues**

**The COVID-19 Pandemic.** While the COVID-19 pandemic has, since its emergence in February 2020, and particularly since March 2020, had a substantially adverse impact on MTA revenues and operations, annual Mobility Tax Receipts and ATA Receipts shown in **Tables 4, 5 and 6** demonstrate the relative resilience of the broad-based PMT Receipts. PMT Receipts were down 3.3% for calendar year 2020 compared to 2019, and for calendar year 2021, PMT Receipts were 9.2% higher than in 2020 and 5.6% higher than in 2019. Mobility Tax Receipts were essentially the same for calendar year 2020 compared to 2019, and for calendar year 2021, Mobility Tax Receipts were 9.8% higher than in 2020 and 2019. ATA Receipts were down 20.0% for calendar year 2020 compared to 2019, and for calendar year 2021, ATA Receipts were 5.8% higher than in 2020, but 15.3% lower than in 2019.

The November Financial Plan 2023-2026 reflects \$1,781.6 million in Mobility Tax Receipts and \$258.9 million in ATA Receipts for the 2022 November Forecast and \$1,785.9 million in Mobility Tax Receipts and \$282.7 million in ATA Receipts for the 2023 Final Proposed Budget.

**Table 7** sets forth, on a cash basis, monthly Mobility Tax Receipts for 2021 and 2022 (through November), with percentage change comparisons. Mobility Tax Receipts collected in 2022 through the end of November were approximately 5.8% higher than Mobility Tax Receipts collected during the same period in 2021.

**Table 7**  
**Monthly Mobility Tax Receipts<sup>(1)</sup>**

<b>Month</b>	<b>2021 Monthly Mobility Tax Receipts (\$ in millions)</b>	<b>2022 Monthly Mobility Tax Receipts (\$ in millions)</b>	<b>% Change 2022 vs 2021</b>
January <sup>(2)</sup>	\$ 39.6	\$ 41.7	5.3%
February	199.2	216.4	8.6
March	182.8	180.4	-1.3
April	156.6	168.9	7.8
May	148.3	171.5	15.7
June	140.6	133.9	-4.8
July	129.4	134.4	3.9
August	113.7	117.7	3.5
September	126.5	145.5	15.1
October	130.8	114.5	-12.4
November	122.2	151.1	23.7
December <sup>(2)</sup>	223.7		
<b>Total</b>	<b>\$1,713.2</b>		

Source: MTA Management

<sup>(1)</sup> Numbers may not total due to rounding.

<sup>(2)</sup> Mobility Tax Receipts received by MTA tend to be higher in the month of December, followed by lower Mobility Tax Receipts in the month of January, due to a statutory provision which requires the State Comptroller to transfer to MTA by the final business day in December all then collected Mobility Tax Receipts.

**Table 8** sets forth, on a cash basis, quarterly ATA Receipts for 2021 and 2022 (for the quarter ending September), with percentage change comparisons. ATA Receipts collected in 2022 through the quarter ending September were approximately 2.2% lower than ATA Receipts collected during the same period in 2021.

**Table 8**  
**Quarterly ATA Receipts<sup>(1)</sup>**

<b>Quarter Ending</b>	<b>2021 ATA Receipts (\$ in millions)</b>	<b>2022 ATA Receipts (\$ in millions)</b>	<b>% Change 2022 vs 2021</b>
March	\$ 61.7 <sup>(2)</sup>	\$60.0	-2.7%
June	69.3	63.7	-8.1
September	67.7	70.7	4.4
December	64.6		
<b>Total</b>	<b>\$263.3</b>		

Source: MTA Management

<sup>(1)</sup> Numbers may not total due to rounding

<sup>(2)</sup> The first quarter of 2021 includes a deposit made in February 2021 of \$84,555, which was a reconciliation by the State.

**Table 9** sets forth, on a cash basis, combined monthly Mobility Tax Receipts and quarterly ATA Receipts (collectively, PMT Receipts) for 2021 and 2022 (through November), with percentage change comparisons. PMT Receipts collected in 2022 through the end of November were approximately 4.9% higher than PMT Receipts collected during the same period in 2021.

**Table 9**  
**Combined Monthly Mobility Tax Receipts and Quarterly ATA Receipts (PMT Receipts)<sup>(1)</sup>**

<b>Month</b>	<b>2021 PMT Receipts (\$ in millions)</b>	<b>2022 PMT Receipts (\$ in millions)</b>	<b>% Change 2022 vs 2021</b>
January <sup>(2)</sup>	\$ 39.6	\$ 41.7	5.3%
February	199.2	216.4	8.6
March <sup>(3)</sup>	244.4	240.4	-1.7
April	156.6	168.9	7.8
May	148.3	171.5	15.7
June <sup>(3)</sup>	209.9	197.6	-5.9
July	129.4	134.4	3.9
August	113.7	117.7	3.5
September <sup>(3)</sup>	194.2	216.2	11.3
October	130.8	114.5	-12.4
November	122.2	151.1	23.7
December <sup>(2) (3)</sup>	288.3		
<b>Total</b>	<b>\$ 1,976.6</b>		

Source: MTA Management

<sup>(1)</sup> Numbers may not total due to rounding.

<sup>(2)</sup> Mobility Tax Receipts received by MTA tend to be higher in the month of December, followed by lower Mobility Tax Receipts in the month of January, due to a statutory provision which requires the State Comptroller to transfer to MTA by the final business day in December all then collected Mobility Tax Receipts.

<sup>(3)</sup> Numbers reflect quarterly ATA Receipts in addition to monthly Mobility Tax Receipts. The first quarter of 2021 ATA Receipts includes a deposit made in February 2021 of \$84,555, which was a reconciliation by the State.

**Legislative Changes.** The State is not restricted in its right to amend, repeal, modify or otherwise alter statutes imposing or relating to the sources of PMT Receipts or the taxes that are the source of such PMT Receipts. However, the State has authorized MTA and MTA Bridges and Tunnels to include in their respective PMT Resolutions, for the benefit of the holders of their respective bonds, its agreement that the State will not limit or alter the rights vested in MTA or MTA Bridges and Tunnels to fulfill the terms of any agreements made by MTA or MTA Bridges and Tunnels with the holders of its notes, bonds and lease obligations, including the MTA Bridges and Tunnels PMT Bonds and the MTA PMT Bonds, or in any way impair the rights and remedies of such holders. See “SECURITY - Agreements of the State” below.

**Economic Conditions.** Each of the sources of PMT Receipts are dependent upon economic and demographic conditions in the State and in the MCTD, and therefore, there can be no assurance that historical data with respect to collections of the PMT Receipts will be indicative of future receipts, either during the pendency of the COVID-19 pandemic or thereafter.

**Information Relating to the State.** Information relating to the State, including the Annual Information Statement of the State, as amended or supplemented, is not a part of this offering memorandum. Such information is on file with MSRB through EMMA with which the State was required to file, and the State has committed to update that information to the holders of its general obligation bonds and State-supported bonds, in the manner specified in Rule 15c2-12. Prospective purchasers of TBTA PMT Bonds wishing to obtain that information may refer to those filings regarding currently available information about the State. The State has not obligated itself to provide continuing disclosure in connection with the offering of TBTA PMT Bonds, including the Take-Out Bonds, or in connection with the Series 2022B Notes. MTA Bridges and Tunnels makes no representations about State information or its continued availability.

## SECURITY

The TBTA PMT Bonds, including the Take-Out Bonds, are MTA Bridges and Tunnels' special obligations payable as to principal, redemption premium, if any, and interest solely from the security, sources of payment and funds specified in the TBTA PMT Resolution. Payment of principal of or interest on the TBTA PMT Bonds may not be accelerated in the event of a default.

The TBTA PMT Bonds are secured primarily by the sources of payment described under the caption "SOURCES OF PAYMENT." As described below, pursuant to the Financing Agreement, the TBTA PMT Bonds are secured on a parity with the MTA PMT Bonds.

The TBTA PMT Bonds are not secured by:

- the general fund or other funds and revenues of the State, or
- the other funds and revenues of MTA, MTA Bridges and Tunnels, or any of its affiliates or subsidiaries.

The TBTA PMT Bonds are not a debt of the State or the City, or any other local governmental unit. MTA Bridges and Tunnels has no taxing power.

The TBTA PMT Resolution, the MTA PMT Resolution, the Standard Resolution Provisions Applicable to MTA PMT Indebtedness and Parity Debt and TBTA PMT Indebtedness and Parity Debt, the Standard Resolution Provisions Applicable to MTA and TBTA PMT Second Lien Indebtedness and Second Lien Parity Debt, the Additional Resolution Provisions Applicable to MTA and TBTA PMT Senior Lien Indebtedness and PMT Second Lien Indebtedness, and a copy of the executed Financing Agreement have been filed with EMMA and are included by specific cross-reference in this offering memorandum, and are also available on MTA's website.

### **Flow of PMT Receipts**

MTA and MTA Bridges and Tunnels entered into the Financing Agreement to provide the mechanism by which MTA and MTA Bridges and Tunnels share PMT Receipts on a parity basis. As described below, the statutes providing for the imposition and collection of the PMT Receipts, together with the Financing Agreement and the MTA PMT Resolution and the TBTA PMT Resolution (collectively, the PMT Resolutions) provide the procedures for the deposit and transfer of amounts constituting PMT Receipts to ensure that sufficient amounts will be available for MTA to (i) provide MTA Bridges and Tunnels, or the Trustee on behalf of MTA Bridges and Tunnels, with the PMT Receipts necessary for MTA Bridges and Tunnels to timely perform its obligations under the TBTA PMT Resolution, and (ii) retain, or provide to the trustee under the MTA PMT Resolution on its own behalf, the PMT Receipts necessary for MTA to timely perform its obligations under the MTA PMT Resolution, in each case on the terms and conditions and in the priority set forth in the applicable statutes and financing documents.

#### ***Deposit and Application of PMT Receipts Required by Statute***

*Mobility Tax Receipts.* The Mobility Tax Receipts collected or received by the Commissioner of Taxation and Finance on behalf of MTA are deposited daily into a segregated account held in trust by the State Comptroller for the credit of MTA. Mobility Tax Receipts are not subject to appropriation, and are payable twice a month (on the 15<sup>th</sup> and the final business day of each month) by the State Comptroller directly to MTA for deposit in the MTA Finance Fund held by MTA in accordance with each of Section 805(b) of the State Tax Law and Section 1270-h of the MTA Act. Immediately upon their receipt, MTA transfers the Mobility Tax Receipts to the Mobility Tax Receipts Subaccount in accordance with the terms of the Financing Agreement described below.

*ATA Receipts.* The ATA Receipts are collected or received by the Commissioner of Taxation and Finance or the Commissioner of Motor Vehicles, as applicable, on behalf of MTA and are deposited daily into a segregated account held in trust by the State Comptroller for the credit of MTA. ATA Receipts are not subject to appropriation, and are payable quarterly (by the 15<sup>th</sup> day of the last month of each calendar quarter) by the State Comptroller directly to MTA for deposit in the Corporate Transportation Account within the Special Assistance Fund held by MTA for application in accordance with Section 1270-a of the MTA Act. Immediately upon their receipt, MTA transfers the ATA Receipts to the ATA Receipts Subaccount in accordance with the terms of the Financing Agreement described below.

#### ***Deposit and Application of PMT Receipts Under Financing Agreement***

The statutory lien in favor of the holders of PMT Indebtedness is effective immediately upon receipt by MTA of the Mobility Tax Receipts and the ATA Receipts, prior to the deposit of such moneys into the Mobility Tax Receipts Subaccount and the ATA Receipts Subaccount, respectively. All PMT Receipts received by MTA are required to be immediately deposited into the applicable Subaccount established under the Financing Agreement. Such Subaccounts are separate bank accounts established for the purpose of segregating and investing the receipts deposited therein prior to transfer to the respective Trustee under the MTA PMT Resolution and the TBTA PMT Resolution, as described below. Amounts held at any time by MTA in the Mobility Tax Receipts Subaccount and the ATA Receipts Subaccount are held in trust separate and apart from all other funds of MTA for the benefit of holders of PMT Indebtedness.

MTA Bridges and Tunnels and MTA have entered into the Financing Agreement for the purposes of establishing the procedures pursuant to which MTA will deposit, allocate and transfer the PMT Receipts in order to ensure the parity allocation of such PMT Receipts between the TBTA PMT Resolution and the MTA PMT Resolution.

In every month, at such time or times as MTA in its discretion shall determine (but in no event later than the last Business Day of every month), MTA shall transfer PMT Receipts from the Mobility Tax Receipts Subaccount or the ATA Receipts Subaccount or both (as determined by MTA) in the following order of priority and to the extent available for application, as follows:

- *first*, to the applicable Trustee for deposit in the applicable Senior Lien Debt Service Fund, an amount equal to the applicable Monthly Senior Lien Deposit Requirement (generally, one-fifth (1/5<sup>th</sup>) of the interest due and payable on the next interest payment date and one-tenth (1/10<sup>th</sup>) of the next Principal Installment) plus an amount equal to the amount required to cure any deficiency in prior transfers made; *provided, however*, if on the date of any such transfer the amount of PMT Receipts available for transfer is less than the amount required to be transferred, the amount actually available shall be transferred, first, on a *pro rata* basis (in proportion to the amount of any deficiencies relative to each other) to each applicable Trustee to cure any deficiencies in prior deposits or transfers, and then, on a *pro rata* basis to each applicable Trustee in proportion to the amount of the respective current applicable Monthly Senior Lien Debt Service Requirement; and
- *second*, to the applicable Trustee for deposit in the applicable Second Lien Debt Service Fund, an amount equal to the applicable Monthly Second Lien Deposit Requirement plus an amount equal to the amount required to cure any deficiency in prior transfers made; *provided, however*, if on the date of any such transfer the amount of PMT Receipts available for transfer is less than the amount required to be so transferred, the amount actually available shall be transferred, first, on a *pro rata* basis (in proportion to the amount of any deficiencies relative to each other) to each applicable Trustee to cure any deficiencies in prior deposits or transfers, and then, on a *pro rata* basis to each applicable Trustee in proportion to the amount of the respective current applicable Monthly Second Lien Deposit Requirement; and

- *third*, to the applicable Trustee or another Person, the amount necessary for the payment of Other Subordinated Obligations or obligations payable from PMT Receipts in the priority set forth in the applicable PMT Resolution or other authorizing document for such obligations; and
- *fourth*, to the applicable Trustee or another Person, for the payment of fees and expenses due and payable under the related PMT Indebtedness and PMT Resolutions, to the extent payable from PMT Receipts in the priority set forth in the applicable authorizing document; and
- *fifth*, after the amounts actually transferred under clauses *first* through *fourth* above equal the amounts required to have been so transferred on a cumulative basis as of the end of each month, to MTA or for expenditure by MTA, PMT Receipts and investment income, if any, on deposit in the Mobility Tax Receipts Subaccount and the ATA Receipts Subaccount free and clear of any lien, pledge or claim of the TBTA PMT Resolution and the MTA PMT Resolution, to be applied by MTA as provided in the MTA Act.

If, after the date or dates of any transfers made by MTA in a particular month described above, there continues to be a deficiency in the cumulative amounts required to be transferred and MTA receives additional PMT Receipts later in such month, MTA will apply those additional PMT Receipts as soon as practicable (but no later than the last Business Day of such month) in the same priority as set forth above to cure such deficiencies to the greatest extent possible.

If on any Business Day no later than two Business Days preceding any Applicable Debt Service Payment Date, MTA receives notice from an applicable Trustee that there are insufficient funds on deposit to pay Debt Service on PMT Indebtedness on such payment date, MTA shall transfer, to the extent moneys are available, any or all PMT Receipts on deposit in the Subaccounts in the amount necessary to cure such deficiency. Amounts so transferred shall be applied in the same priority as set forth above; *provided, however*, that no transfers shall be made to an applicable Second Lien Trustee if there is a deficiency that has not been cured in the amounts transferred for the payment of Senior Lien Debt Service.

## **Pledge Effected by the TBTA PMT Resolution**

### ***Application of PMT Receipts Under TBTA PMT Resolution***

The TBTA PMT Resolution establishes an Obligations Proceeds Fund held by MTA Bridges and Tunnels and a Senior Lien Debt Service Fund held by the Trustee. Amounts held by MTA Bridges and Tunnels or the Trustee in any of such Funds shall be held in trust separate and apart from all other funds and applied solely for the purposes specified in the TBTA PMT Resolution or any Supplemental Resolution thereto. For TBTA PMT Resolution provisions governing the deposits to and withdrawals from the Funds and Accounts, see the TBTA PMT Resolution, a copy of which may be found on MTA’s website (<https://new.mta.info/investor-info/bond-resolutions-interagency-agreements>) and is included herein by specific cross-reference.

***Obligations Trust Estate.*** The TBTA PMT Resolution provides that there are pledged to the payment of principal and redemption premium of, interest on, and sinking fund installments for, the TBTA PMT Bonds, and other Obligations and Parity Debt, in accordance with their terms and the provisions of the TBTA PMT Resolution, subject only to the provisions permitting the application of that money for the purposes and on the terms and conditions permitted in the TBTA PMT Resolution, and subject also to the right of the State to amend, repeal, modify or otherwise alter statutes imposing or relating to the PMT Receipts as described in “—Agreements of the State” below, the following, referred to as the “Obligations Trust Estate”:

- (i) the proceeds of the sale of the TBTA PMT Bonds, until those proceeds are paid out for an authorized purpose;
- (ii) all right, title and interest of MTA Bridges and Tunnels in (x) the Financing Agreement, including the right of MTA Bridges and Tunnels to receive the PMT Receipts thereunder

and (y) the funds and accounts established under the Financing Agreement into which the PMT Receipts are to be deposited; *provided, however, that*, all right, title and interest of MTA Bridges and Tunnels in and to the Financing Agreement and receipt of amounts payable thereunder for the benefit of TBTA PMT Bonds, other Obligations and Parity Debt is of equal rank with all right, title and interest of MTA in and to the Financing Agreement and receipt of amounts payable thereunder for the benefit of MTA PMT Bonds, other Obligations and Parity Debt;

- (iii) the Obligations Proceeds Fund and the Senior Lien Debt Service Fund, any money on deposit therein and any money received and held by MTA Bridges and Tunnels which is required to be deposited therein;
- (iv) all Funds, Accounts and Subaccounts established by the TBTA PMT Resolution (other than (a) the Second Lien Obligations Proceeds Fund and the Second Lien Debt Service Fund, and any accounts and subaccounts therein and (b) funds and any accounts and subaccounts therein established pursuant to a Supplemental Resolution in connection with Variable Interest Rate Obligations, Put Obligations or Parity Debt; provided, however, that, in the case of funds described in clause (b) hereof, such funds, accounts and subaccounts are specifically excepted from the Obligations Trust Estate by the Supplemental Resolution authorizing such Variable Interest Rate Obligations, Put Obligations or Parity Debt), including the investments, if any, thereof; and
- (v) all funds, moneys and securities and any and all other rights and interests in property, whether tangible or intangible, from time to time hereafter by delivery or by writing of any kind conveyed, mortgaged, pledged, assigned or transferred as and for additional security under the TBTA PMT Resolution for the TBTA PMT Bonds by MTA Bridges and Tunnels, or by anyone on its behalf, or with its written consent, to the Trustee, which is authorized to receive any and all such property at any and all times, and to hold and apply the same subject to the terms of the TBTA PMT Resolution.

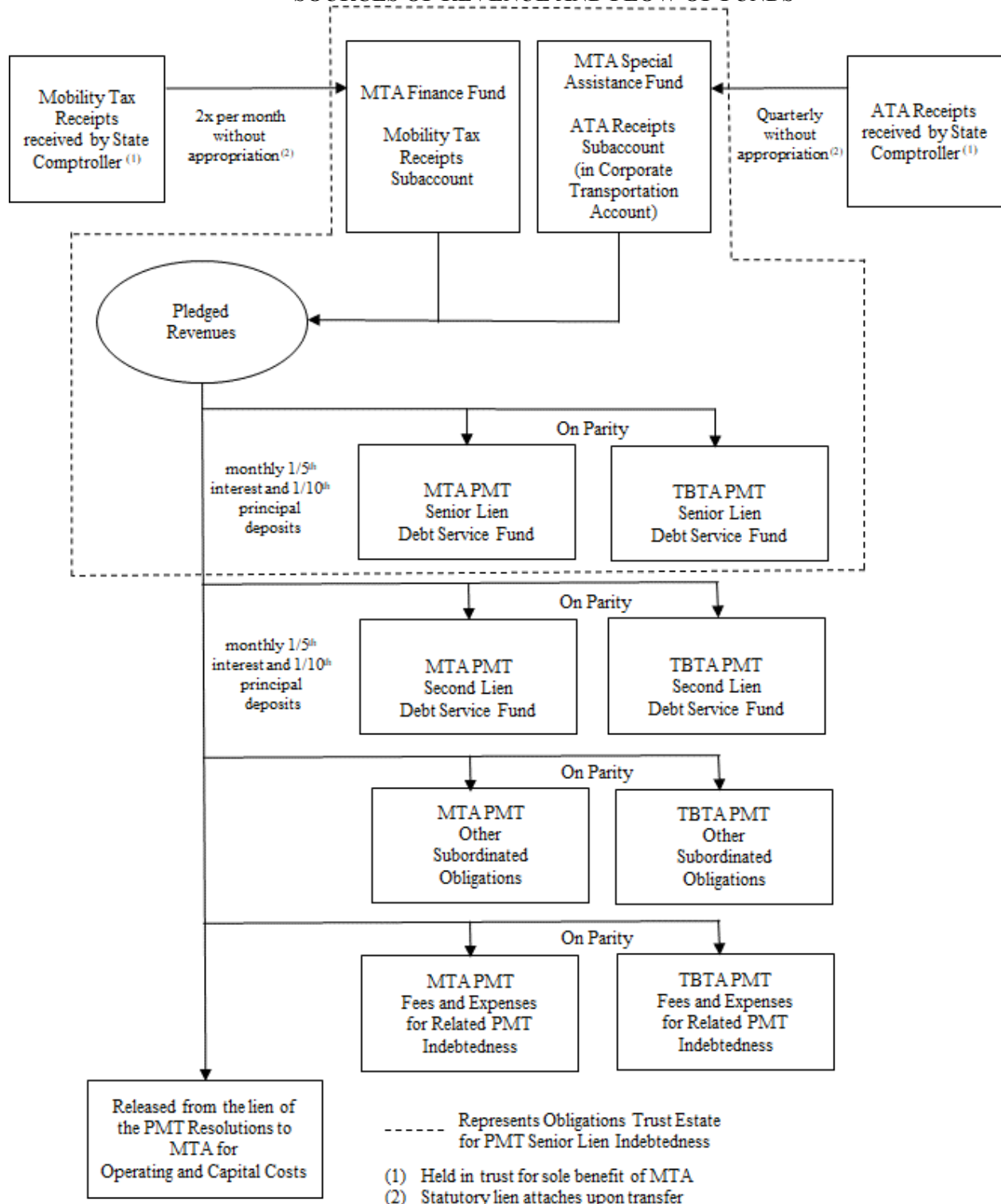
The TBTA PMT Resolution provides that the Obligations Trust Estate is and will be free and clear of any pledge, lien, charge or encumbrance thereon or with respect thereto prior to, or of equal rank with, the pledge created by the TBTA PMT Resolution, other than the TBTA PMT Senior Lien Indebtedness, and all corporate action on the part of MTA Bridges and Tunnels to that end has been duly and validly taken.

The following chart summarizes (i) the flow of taxes, fees and surcharges into the MTA Finance Fund and the MTA Special Assistance Fund, and (ii) the flow of the PMT Receipts pursuant to the terms of the Financing Agreement through the Funds and Accounts established under the TBTA PMT Resolution and the MTA PMT Resolution.

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## SOURCES OF REVENUE AND FLOW OF FUNDS



## Debt Service Fund

Pursuant to the TBTA PMT Resolution, the Trustee holds the Senior Lien Debt Service Fund. Moneys deposited in the Senior Lien Debt Service Fund are applied by the Trustee to the payment of Debt Service on the TBTA PMT Bonds in the manner, and from the accounts and subaccounts, more fully described under the heading “Senior Lien Debt Service Fund” in the TBTA PMT Resolution included herein by specific cross-reference.

MTA is required under the Financing Agreement to make transfers no less frequently than monthly to the Trustee for deposit in the appropriate account of the Senior Lien Debt Service Fund of interest (1/5th of the next semiannual payment) and principal (1/10th of the next annual payment) from PMT Receipts. See “— Flow of PMT Receipts — *Deposit and Application of PMT Receipts Under Financing Agreement*” above.

## Covenants

***Additional PMT Senior Lien Indebtedness Including Parity Debt.*** The TBTA PMT Resolution permits the issuance or incurrence of additional Senior Lien Indebtedness from time to time to pay or provide for payment of Capital Costs for any Transportation District Project that may be financed with obligations the payment of which may be secured by and paid from the PMT Receipts and to refund Outstanding TBTA PMT Bonds.

Additional PMT Senior Lien Indebtedness, including additional Series of TBTA PMT Bonds, may be issued provided that, in addition to satisfying certain other requirements, MTA Bridges and Tunnels delivers a certificate that evidences MTA Bridges and Tunnels’ compliance with the additional bonds test set forth in the TBTA PMT Resolution. The additional bonds test for either the issuance of TBTA PMT Senior Lien Indebtedness or MTA PMT Senior Lien Indebtedness requires that the amount of PMT Receipts (Mobility Tax Receipts and ATA Receipts) for any twelve consecutive calendar months ended not more than six months prior to the date of such calculation, as set forth in a certificate of an Authorized Officer, is at least 2.25 times the combined maximum annual Calculated Debt Service (as defined in the TBTA PMT Resolution) on all Outstanding TBTA PMT Senior Lien Indebtedness and MTA PMT Senior Lien Indebtedness then outstanding (including the TBTA or MTA PMT Senior Lien Indebtedness then proposed to be issued).

With respect to any Obligations of a series designated as “Balloon Obligations” under the TBTA PMT Resolution, Calculated Debt Service will be determined based on (i) principal installments assumed to amortize over a 30-year period from their date of issuance based on substantially level debt service as estimated by MTA Bridges and Tunnels and (ii) interest based on the actual interest rate or the Estimated Average Interest Rate (as defined in the TBTA PMT Resolution), as applicable, or for both (i) and (ii) above as otherwise set forth in a supplemental resolution or certificate of determination with respect to such Obligations.

Each of the TBTA PMT Resolution and the MTA PMT Resolution also provides that additional PMT Senior Lien Indebtedness may be issued to refund Outstanding PMT Senior Lien Indebtedness, either by meeting the additional bonds test described above, or, in the alternative, by demonstrating that (1) combined maximum annual Calculated Debt Service on all PMT Senior Lien Indebtedness for any future debt service year, and (2) combined maximum annual (a) Calculated Debt Service on all PMT Senior Lien Indebtedness and (b) Calculated Second Lien Debt Service on all PMT Second Lien Indebtedness for any future debt service year, will not increase as a result of such refunding.

For the requirements relating to the issuance of Refunding Bonds under the TBTA PMT Resolution and under the MTA PMT Resolution, see “— Special Provisions for Refunding Obligations” in “ANNEX C” to the TBTA PMT Resolution included herein by specific cross-reference.

## **Parity Debt**

Subject to compliance with the additional bonds test for PMT Senior Lien Indebtedness described above, MTA Bridges and Tunnels and MTA may incur Parity Debt pursuant to the terms of the respective PMT Resolution. Such PMT Senior Lien Indebtedness would, subject to certain exceptions, be secured by a pledge of, and a lien on, the Obligations Trust Estate on a parity with the lien created by the applicable PMT Resolution. Parity Debt may be incurred in the form of a Parity Reimbursement Obligation, a Parity Swap Obligation or any other contract, agreement or other obligation of MTA Bridges and Tunnels designated as constituting “Parity Debt” in a certificate of an Authorized Officer delivered to the applicable Trustee.

## **Subordinate Obligations and Obligation Anticipation Notes**

The TBTA PMT Resolution and the MTA PMT Resolution each authorize the issuance or incurrence of subordinate obligations, including PMT Second Lien Indebtedness and Obligation Anticipation Notes (PMT Obligation Anticipation Notes).

The payment of principal on PMT Obligation Anticipation Notes is not secured by revenues under the PMT Resolutions, and the payment of interest on the PMT Obligation Anticipation Notes is payable on a subordinate basis to PMT Senior Lien Indebtedness. MTA or MTA Bridges and Tunnels may issue take-out bonds under the PMT Resolutions to retire PMT Obligation Anticipation Notes.

## **Agreements of the State**

The MTA Act provides that, so long as MTA has any outstanding bonds, notes or other obligations, none of MTA, MTA Bridges and Tunnels or any of the other Related Entities has the authority to file a voluntary petition under Chapter 9 of the United States Bankruptcy Code, and neither any public officer nor any organization, entity or other person shall authorize MTA, MTA Bridges and Tunnels or any of the other Related Entities to be or become a debtor under Chapter 9 during any such period. In addition, under the MTA Act, the State pledges and agrees that it will not limit or alter the denial of authority to file a voluntary petition under Chapter 9 as provided in the preceding sentence during any such period. The Financing Agreement is an MTA obligation that extends the protections of this provision through the final maturity of PMT Senior Lien Indebtedness.

Chapter 9 does not provide authority for creditors to file involuntary bankruptcy proceedings against MTA, MTA Bridges and Tunnels or the other Related Entities.

Under the MTA Act and the MTA Bridges and Tunnels Act, the State pledges to and agrees with the holders of any notes, bonds or lease obligations issued or incurred by MTA and MTA Bridges and Tunnels, including the MTA PMT Bonds and the TBTA PMT Bonds, that the State will not limit or alter the rights vested in MTA or MTA Bridges and Tunnels to fulfill the terms of any agreements made with the holders of their respective notes, bonds and lease obligations, or in any way impair the rights and remedies of such holders. Notwithstanding the foregoing, in accordance with State law and the MTA PMT Resolution and the TBTA PMT Resolution, nothing in the MTA PMT Resolution or the TBTA PMT Resolution restricts the right of the State to amend, repeal, modify or otherwise alter statutes imposing or relating to the taxes, fees or appropriations which are the source of PMT Receipts. No default under the MTA PMT Resolution or the TBTA PMT Resolution would occur solely as a result of the State exercising its right to amend, repeal, modify or otherwise alter such taxes, fees or appropriations.

## PART III. OTHER INFORMATION ABOUT THE SERIES 2022B NOTES

**Part III** of this offering memorandum provides miscellaneous additional information relating to the Series 2022B Notes.

### TAX MATTERS

#### General

Nixon Peabody LLP and D. Seaton and Associates, P.A., P.C. are Co-Bond Counsel for the Series 2022B Notes. Each Co-Bond Counsel is of the opinion that, under existing law, relying on certain statements by MTA Bridges and Tunnels and MTA and assuming compliance by MTA Bridges and Tunnels and MTA with certain covenants, interest on the Series 2022B Notes is:

- excluded from an Owner's federal gross income under Section 103 of the Internal Revenue Code of 1986 (the Internal Revenue Code), and
- not a specific preference item for an Owner in calculating the federal individual alternative minimum tax. For tax years beginning after December 31, 2022, interest on the Series 2022B Notes that is included in the "adjusted financial statement income" of certain corporations is not excluded from the federal corporate alternative minimum tax.

Each Co-Bond Counsel is also of the opinion that, under existing law, interest on the Series 2022B Notes is exempt from personal income taxes of the State and any political subdivisions of the State, including the City. See **Attachment 3** to this offering memorandum for the form of the opinion that each Co-Bond Counsel expects to deliver when the Series 2022B Notes are delivered.

The Internal Revenue Code imposes requirements on the Series 2022B Notes that MTA Bridges and Tunnels and MTA must continue to meet after the Series 2022B Notes are issued. These requirements generally involve the way that Series 2022B Notes proceeds must be invested and ultimately used and the way that assets financed and refinanced with proceeds of the Series 2022B Notes must be used. If MTA Bridges and Tunnels and MTA do not meet these requirements, it is possible that an Owner may have to include interest on the Series 2022B Notes in its federal gross income on a retroactive basis to the date of issue. MTA Bridges and Tunnels and MTA have covenanted to do everything necessary to meet the requirements of the Internal Revenue Code.

An Owner who is a particular kind of taxpayer may also have additional tax consequences from owning the Series 2022B Notes. This is possible if an Owner is:

- an S corporation,
- a United States branch of a foreign corporation,
- a financial institution,
- a property and casualty or a life insurance company,
- an individual receiving Social Security or railroad retirement benefits,
- an individual claiming the earned income credit, or
- a borrower of money to purchase or carry the Series 2022B Notes.

If an Owner is in any of these categories, it should consult its tax advisor.

Co-Bond Counsel are not responsible for updating their respective opinions in the future. Although it is not possible to predict, as of the date of delivery of such opinions, it is possible that future events could change

the tax treatment of the interest on the Series 2022B Notes or affect the market price of the Series 2022B Notes. See also “Miscellaneous” below under this heading.

Co-Bond Counsel express no opinion on the effect of any action taken or not taken in reliance upon an opinion of other counsel on the federal income tax treatment of interest on the Series 2022B Notes, or under State, local or foreign tax law.

### **Bond Premium**

If a noteholder purchases a Series 2022B Note for a price that is more than the principal amount, generally the excess is “bond premium” on that Series 2022B Note. The tax accounting treatment of bond premium is complex. It is amortized over time and as it is amortized a noteholder’s tax basis in that Series 2022B Note will be reduced. The holder of a Series 2022B Note that is callable before its stated maturity date may be required to amortize the premium over a shorter period, resulting in a lower yield on such Series 2022B Note. A noteholder in certain circumstances may realize a taxable gain upon the sale of a Series 2022B Note with bond premium, even though the Series 2022B Note is sold for an amount less than or equal to the noteholder’s original cost. If a noteholder owns any Series 2022B Notes with bond premium, it should consult its tax advisor regarding the tax accounting treatment of bond premium.

### **Information Reporting and Backup Withholding**

Information reporting requirements apply to interest paid on tax-exempt obligations, such as the Series 2022B Notes. In general, such requirements are satisfied if the interest recipient completes, and provides the payor with, a Form W-9, “Request for Taxpayer Identification Number and Certification,” or if the interest recipient is one of a limited class of exempt recipients. A recipient not otherwise exempt from information reporting who fails to satisfy the information reporting requirements will be subject to “backup withholding,” which means that the payor is required to deduct and withhold a tax from the interest payment, calculated in the manner set forth in the Internal Revenue Code. For the foregoing purpose, a “payor” generally refers to the person or entity from whom a recipient receives its payments of interest or who collects such payments on behalf of the recipient.

If an Owner purchasing a Series 2022B Note through a brokerage account has executed a Form W-9 in connection with the establishment of such account, as generally can be expected, no backup withholding should occur. In any event, backup withholding does not affect the excludability of the interest on the Series 2022B Notes from gross income for federal income tax purposes. Any amounts withheld pursuant to backup withholding would be allowed as a refund or a credit against the Owner’s federal income tax once the required information is furnished to the Internal Revenue Service.

### **Miscellaneous**

Legislative or administrative actions and court decisions, at either the federal or state level, may cause interest on the Series 2022B Notes to be subject, directly or indirectly, in whole or in part, to federal, state or local income taxation, and thus have an adverse impact on the value or marketability of the Series 2022B Notes. This could result from changes to federal or state income tax rates, changes in the structure of federal or state income taxes (including replacement with another type of tax), repeal of the exclusion or exemption of the interest on the Series 2022B Notes from gross income for federal or state income tax purposes, or otherwise. It is not possible to predict whether any legislative or administrative actions or court decisions having an impact on the federal or state income tax treatment of holders of the Series 2022B Notes may occur. Prospective purchasers of the Series 2022B Notes should consult their own tax advisors regarding the impact of any change in law or proposed change in law on the Series 2022B Notes. Co-Bond Counsel have not undertaken to advise in the future whether any events after the date of issuance of the Series 2022B Notes may affect the tax status of interest on the Series 2022B Notes.

Prospective Owners should consult their own tax advisors regarding the foregoing matters.

## **LEGALITY FOR INVESTMENT**

The MTA Bridges and Tunnels Act provides that the Series 2022B Notes are securities in which the following investors may properly and legally invest funds, including capital in their control or belonging to them:

- all public officers and bodies of the State and all municipalities and political subdivisions in the State,
- all insurance companies and associations and other persons carrying on an insurance business, all banks, bankers, trust companies, savings banks and savings associations, including savings and loan associations, building and loan associations, investment companies and other persons carrying on a banking business,
- all administrators, guardians, executors, trustees and other fiduciaries, and
- all other persons whatsoever who are now or who may hereafter be authorized to invest in the obligations of the State.

Certain of those investors, however, may be subject to separate restrictions that limit or prevent their investment in the Series 2022B Notes.

## **LITIGATION**

There is no pending litigation concerning the Series 2022B Notes.

MTA is the defendant in numerous claims and actions, as are its affiliates and subsidiaries, including MTA New York City Transit, MaBSTOA, MTA Long Island Rail Road, MTA Metro-North Railroad, MTA Bus and MTA Bridges and Tunnels. Certain of these claims and actions, either individually or in the aggregate, are potentially material to MTA, or its affiliates or subsidiaries. MTA does not believe that any of these claims or actions would affect the application of the sources of payment for the Series 2022B Notes. A summary of certain of these potentially material claims and actions is set forth in Part 6 of the **ADS** under the caption “LITIGATION”, as that filing may be amended or supplemented to date.

## **CO-FINANCIAL ADVISORS**

Public Resources Advisory Group, Inc. and Sycamore Advisors, LLC are MTA Bridges and Tunnels Co-Financial Advisors for the Series 2022B Notes. The Co-Financial Advisors have provided MTA Bridges and Tunnels advice on the plan of finance and reviewed the competitive bidding of the Series 2022B Notes. The Co-Financial Advisors have not independently verified the information contained in this offering memorandum and do not assume responsibility for the accuracy, completeness or fairness of such information.

## **UNDERWRITING**

After competitive bidding on December 8, 2022, the Series 2022B Notes were awarded to the purchasers identified in the table below (the Underwriters) in the principal amounts and at the purchase prices indicated therein. Each Underwriter has agreed to purchase all of the Series 2022B Notes awarded to them. Each Underwriter has sole discretion in establishing the price at which the Series 2022B Notes awarded to them will be offered to the public and may change from time to time the offering prices for the Series 2022B Notes it purchased.

<u>Underwriter</u>	<u>Principal Amount Purchased</u>	<u>Original Issue Premium</u>	<u>Underwriter's Discount</u>	<u>Purchase Price</u>
J.P. Morgan Securities LLC	\$366,540,000	\$16,325,691.60	\$109,962.00	\$382,755,729.60
Citigroup Global Markets Inc.	100,000,000	4,494,000.00	31,000.00	104,463,000.00
Goldman Sachs & Co. LLC	100,000,000	4,494,000.00	25,000.00	104,469,000.00
Wells Fargo Bank, National Association	100,000,000	4,674,000.00	200,000.00	104,474,000.00
Jefferies LLC	50,000,000	2,277,000.00	49,617.00	52,227,383.00
Morgan Stanley & Co. LLC	50,000,000	2,277,000.00	25,000.00	52,252,000.00

The Series 2022B Notes may be offered and sold to certain dealers (including dealers depositing such Series 2022B Notes into investment trusts) at prices lower or yields higher than such public offering prices or yields and prices or yields may be changed, from time to time, by the Underwriters.

In addition, certain of the Underwriters may have entered into distribution agreements with other broker-dealers (that have not been designated by MTA Bridges and Tunnels as Underwriters) for the distribution of the Series 2022B Notes at the original issue prices. Such agreements generally provide that the relevant Underwriter will share a portion of its underwriting compensation or selling concession with such broker-dealers.

The Underwriters and their respective affiliates are full service financial institutions engaged in various activities, which may include sales and trading, commercial and investment banking, advisory, investment management, investment research, principal investment, hedging, market making, brokerage and other financial and non-financial activities and services. Certain of the Underwriters and their respective affiliates have provided, and may in the future provide, a variety of these services to MTA Bridges and Tunnels and to persons and entities with relationships with MTA Bridges and Tunnels, for which they received or will receive customary fees and expenses.

In the ordinary course of their various business activities, the Underwriters and their respective affiliates, officers, directors and employees may purchase, sell or hold a broad array of investments and actively trade securities, derivatives, loans, commodities, currencies, credit default swaps and other financial instruments for their own account and for the accounts of their customers, and such investment and trading activities may involve or relate to assets, securities and/or instruments of MTA Bridges and Tunnels (directly, as collateral securing other obligations or otherwise) and/or persons and entities with relationships with MTA Bridges and Tunnels. The Underwriters and their respective affiliates may also communicate independent investment recommendations, market color or trading ideas and/or publish or express independent research views in respect of such assets, securities or instruments and may at any time hold, or recommend to clients that they should acquire, long and/or short positions in such assets, securities and instruments.

## RATINGS

The Summary of Terms identifies the ratings of the credit rating agencies that are assigned to the Series 2022B Notes. Those ratings reflect only the views of the organizations assigning them. An explanation of the significance of the ratings or any outlooks, criteria, methodology or other statements given with respect thereto from each identified agency may be obtained as follows:

Fitch Ratings	Kroll Bond Ratings Agency, Inc.	S&P Global Ratings
Hearst Tower	805 Third Avenue, 29th Floor	55 Water Street
300 W. 57th Street	New York, New York 10022	New York, New York 10041
New York, New York 10019	(212) 702-0707	(212) 438-2000
(212) 908-0500		

MTA has furnished information to each rating agency rating the Series 2022B Notes, including information not included in this offering memorandum, about MTA and MTA Bridges and Tunnels and the

Series 2022B Notes. Generally, rating agencies base their ratings on that information and on independent investigations, studies and assumptions made by each rating agency. A securities rating is not a recommendation to buy, sell or hold securities. There can be no assurance that ratings will continue for any given period of time or that they will not be revised downward or withdrawn entirely by a rating agency if, in the judgment of that rating agency, circumstances warrant the revision or withdrawal. Those circumstances may include, among other things, changes in or unavailability of information relating to MTA, MTA Bridges and Tunnels or the Series 2022B Notes. Any downward revision or withdrawal of a rating may have an adverse effect on the market price of the Series 2022B Notes.

## LEGAL MATTERS

All legal proceedings in connection with the issuance of the Series 2022B Notes are subject to the approval of Nixon Peabody LLP and D. Seaton and Associates, P.A., P.C., Co-Bond Counsel to MTA Bridges and Tunnels. The form of the opinions of Co-Bond Counsel in connection with the issuance of the Series 2022B Notes are set forth in **Attachment 3** to this offering memorandum.

Certain legal matters will be passed upon by Hawkins Delafield & Wood LLP, Special Disclosure Counsel to MTA Bridges and Tunnels.

Certain legal matters regarding MTA Bridges and Tunnels will be passed upon by its Acting General Counsel and certain legal matters regarding MTA will be passed upon by its General Counsel.

## CONTINUING DISCLOSURE

In order to assist the Underwriters of the Series 2022B Notes to comply with Rule 15c2-12 (Rule 15c2-12) promulgated by the Securities and Exchange Commission (the SEC) under the Securities Exchange Act of 1934, as amended, MTA and MTA Bridges and Tunnels and each of the respective trustees under the PMT Resolutions have entered into a written agreement, dated as of May 5, 2021 (the Master Disclosure Agreement), for the benefit of all holders of PMT Indebtedness, including the holders of the Series 2022B Notes. A conformed copy of such Master Disclosure Agreement is attached hereto as “**Attachment 2 – Copy of Master Continuing Disclosure Agreement**”. As more fully stated in **Attachment 2**, MTA Bridges and Tunnels has agreed to provide certain financial information and operating data by no later than 120 days following the end of each fiscal year. That information is to include, among other things, information concerning MTA’s annual audited financial statements prepared in accordance with generally accepted accounting principles, or if unavailable, unaudited financial statements will be delivered until audited statements become available. MTA Bridges and Tunnels has undertaken to file such information (the Annual Information) with EMMA.

Both MTA and MTA Bridges and Tunnels have further agreed to deliver notice to EMMA of any failure to provide the Annual Information. MTA and MTA Bridges and Tunnels are each also obligated to deliver to EMMA, in a timely manner not in excess of ten business days after the occurrence of any of the sixteen (16) events described in the Master Disclosure Agreement notice of the occurrence of such events.

Neither MTA nor MTA Bridges and Tunnels has failed to comply, in any material respect, with any previous undertakings in a written contract or agreement specified in paragraph (b)(5)(i) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended.

Neither MTA nor MTA Bridges and Tunnels is responsible for any failure by EMMA or any nationally recognized municipal securities information repository to timely post disclosure submitted to it by either MTA or MTA Bridges and Tunnels or any failure to associate such submitted disclosure to all related CUSIPs.

The Master Disclosure Agreement contains a general description of the type of financial information and operating data that will be provided; the descriptions are not intended to state more than general categories of financial information and operating data; and if an undertaking calls for information that no longer can be generated because the operations to which it is related have been materially changed or discontinued, a statement



to that effect will be provided. As a result, it is not anticipated that it often will be necessary to amend the information undertakings. The Master Disclosure Agreement, however, may be amended or modified without bondholders' consent under certain circumstances set forth herein.

#### **FURTHER INFORMATION**

MTA Bridges and Tunnels may place a copy of this offering memorandum on MTA's website at <http://new.mta.info/investor-info>. No statement on MTA's website or any other website is included by specific cross-reference herein.

Although MTA Bridges and Tunnels and MTA have prepared the information on MTA's website for the convenience of those seeking that information, no decision in reliance upon that information should be made. Typographical or other errors may have occurred in converting the original source documents to their digital format, and MTA Bridges and Tunnels and MTA assume no liability or responsibility for errors or omissions contained on any website. Further, MTA Bridges and Tunnels and MTA disclaim any duty or obligation to update or maintain the availability of the information contained on any website or any responsibility or liability for any damages caused by viruses contained within the electronic files on any website. MTA Bridges and Tunnels and MTA also assume no liability or responsibility for any errors or omissions or for any updates to dated information contained on any website.

#### **TRIBOROUGH BRIDGE AND TUNNEL AUTHORITY**

By: /s/ Patrick J. McCoy  
Patrick J. McCoy  
Deputy Chief, Financial Services  
Metropolitan Transportation Authority and  
Authorized Officer  
Triborough Bridge and Tunnel Authority  
(MTA Bridges and Tunnels)

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## ATTACHMENT 1

### BOOK-ENTRY-ONLY SYSTEM

1. The Depository Trust Company (DTC), New York, NY, will act as securities depository for the Series 2022B Notes. The Series 2022B Notes will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Series 2022B Note will be issued for each maturity of the Series 2022B Notes, each in the aggregate principal amount of such maturity, and will be deposited with DTC. If, however, the aggregate principal amount of any maturity of the Series 2022B Notes exceeds \$500 million, one note of such maturity will be issued with respect to each \$500 million of principal amount, and an additional note will be issued with respect to any remaining principal amount of such maturity.

2. DTC, the world's largest depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants (Direct Participants) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (DTCC). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (Indirect Participants). DTC has an S&P rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at [www.dtcc.com](http://www.dtcc.com).

3. Purchases of Series 2022B Notes under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2022B Notes on DTC's records. The ownership interest of each actual purchaser of each Series 2022B Note (Beneficial Owner) is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2022B Notes are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Series 2022B Notes, except in the event that use of the book-entry-only system for the Series 2022B Notes is discontinued.

4. To facilitate subsequent transfers, all Series 2022B Notes deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Series 2022B Notes with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2022B Notes; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2022B Notes are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from

time to time. Beneficial Owners of Series 2022B Notes may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2022B Notes, such as redemptions, tenders, defaults, and proposed amendments to the Series 2022B Note documents. For example, Beneficial Owners of the Series 2022B Notes may wish to ascertain that the nominee holding the Series 2022B Notes for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

6. Redemption notices shall be sent to DTC. If less than all of the Series 2022B Notes of any maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

7. Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Series 2022B Notes unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to MTA Bridges and Tunnels as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Series 2022B Notes are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Redemption proceeds and principal and interest payments on the Series 2022B Notes will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detailed information from MTA Bridges and Tunnels or the Trustee, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Trustee or MTA Bridges and Tunnels, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds and principal and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of MTA Bridges and Tunnels or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Participants.

9. DTC may discontinue providing its services as depository with respect to the Series 2022B Notes at any time by giving reasonable notice to MTA Bridges and Tunnels or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, certificates for the Series 2022B Notes are required to be printed and delivered.

10. MTA Bridges and Tunnels may decide to discontinue use of the system of book-entry transfers through DTC (or a successor depository). In that event, certificates for the Series 2022B Notes will be printed and delivered to DTC.

THE ABOVE INFORMATION CONCERNING DTC AND DTC'S BOOK-ENTRY SYSTEM HAS BEEN OBTAINED FROM SOURCES THAT MTA BRIDGES AND TUNNELS BELIEVES TO BE RELIABLE, BUT MTA BRIDGES AND TUNNELS TAKES NO RESPONSIBILITY FOR THE ACCURACY THEREOF.

## ATTACHMENT 2

### METROPOLITAN TRANSPORTATION AUTHORITY MTA BRIDGES AND TUNNELS PAYROLL MOBILITY TAX OBLIGATIONS

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#### MASTER CONTINUING DISCLOSURE AGREEMENT

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**THIS MASTER CONTINUING DISCLOSURE AGREEMENT**, dated May 5, 2021 (the “Agreement”), is made by and among MTA, MTA Bridges and Tunnels and the respective PMT Trustees, each as defined below in Section 1.

In order to permit the Underwriters of each series of PMT Indebtedness issued from and after the date hereof to comply with the provisions of Rule 15c2-12, each of the parties hereto, in consideration of the mutual covenants herein contained and other good and lawful consideration, hereby agree, for the sole and exclusive benefit of the Holders, as follows:

#### **Section 1. Definitions; Rules of Construction.**

(i) Capitalized terms used but not defined herein shall have the respective meanings ascribed to them in the respective PMT Resolutions.

“Annual Information” shall mean the information specified in Section 3(A) hereof.

“Bonds” or “PMT Indebtedness” shall mean all PMT Indebtedness issued from time to time by the Issuers and outstanding pursuant to the applicable PMT Resolution, and made subject to this Agreement at the time of issuance or incurrence thereof.

“EMMA” shall mean the Electronic Municipal Market Access System of the MSRB.

“Financial Obligation” means “financial obligation” as such term is defined in Rule 15c2-12.

“GAAP” shall mean generally accepted accounting principles as in effect from time to time in the United States.

“Holder” shall mean any registered owner of Bonds, and, for purposes of Section 5 of this Agreement only, if registered in the name of DTC (or a nominee thereof) or in the name of any other entity (or a nominee thereof) that acts as a “clearing corporation” within the meaning of the New York Uniform Commercial Code and is a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, as amended, any beneficial owner of Bonds.

“Issuer” shall mean individually, the MTA and MTA Bridges and Tunnels.

“MTA” shall mean Metropolitan Transportation Authority, a public benefit corporation of the State of New York.

“MTA Bridges and Tunnels” shall mean the Triborough Bridge and Tunnel Authority, a public benefit company of the State of New York.

“MSRB” shall mean the Municipal Securities Rulemaking Board established in accordance with the provisions of Section 15B(b)(1) of the Securities Exchange Act of 1934, as amended.

“PMT Indebtedness” shall mean any bonds, notes or other evidence of indebtedness issued or incurred under the PMT Resolutions.

“PMT Resolutions” shall mean the Triborough Bridge and Tunnel Authority Payroll Mobility Tax Obligation Resolution (the “TBTA PMT Resolution”) and the Metropolitan Transportation Authority Payroll Mobility Tax Obligation Resolution (the “MTA PMT Resolution” and, collectively with the TBTA PMT Resolution, the “PMT Resolutions”).

“PMT Trustee” under each of the PMT Resolutions shall mean The Bank of New York Mellon or any successor trustee under the PMT Resolutions.

“Rule 15c2-12” shall mean Rule 15c2-12 (as amended through the date of this Agreement) under the Securities Exchange Act of 1934, as amended, including any official interpretations thereof promulgated on or prior to the effective date hereof.

“State” shall mean the State of New York.

(ii) Unless the context clearly indicates to the contrary, the following rules shall apply to the construction of this Agreement:

(a) Words importing the singular number shall include the plural number and vice versa.

(b) Any reference herein to a particular Section or subsection without further reference to a particular document or provision of law or regulation is a reference to a Section or subsection of this Agreement.

(c) The captions and headings herein are solely for convenience of reference and shall not constitute a part of this Agreement nor shall they affect its meaning, construction or effect.

## **Section 2. Obligation to Provide Continuing Disclosure.**

### *A. Obligations of the Issuers.*

(i) The Issuers each hereby undertake, for the benefit of the Holders of Bonds, to provide or cause to be provided:

(a) to EMMA, no later than 120 days after the end of each fiscal year, commencing with the fiscal year ending December 31, 2021, Annual Information relating to such fiscal year;

(b) if not submitted as part of Annual Information, to EMMA, not later than 120 days after the end of each fiscal year commencing with the fiscal year ending December 31, 2021, audited consolidated financial statements of MTA for such fiscal year when and if they become

available and, if such audited financial statements are not available on the date which is 120 days after the end of a fiscal year, the unaudited financial statements of MTA for such fiscal year; and

(c) to EMMA in a timely manner, not in excess of ten business days after the occurrence of each event, notices of the following events with respect to the Bonds:

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults, if material;
- (3) unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) substitution of credit or liquidity providers, or their failure to perform;
- (6) adverse tax opinions, the issuance by the IRS of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds or other material events affecting the tax status of the Bonds;
- (7) modifications to the rights of security holders, if material;
- (8) bond calls, if material, and tender offers;
- (9) defeasances;
- (10) release, substitution, or sale of property securing repayment of the Bonds, if material;
- (11) rating changes;
- (12) bankruptcy, insolvency, receivership or similar event of the issuer as set forth in Rule 15c2-12;
- (13) consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all of substantially all of the assets of an obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such action or the termination of a definitive agreement relating to such actions, other than pursuant to its terms, if material;
- (14) appointment of a successor or additional trustee or the change of name of a trustee, if material;
- (15) incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which affect security holders, if material; and

(16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of an obligated person, any of which reflect financial difficulties.

(d) to EMMA, in a timely manner, notice of a failure to provide any Annual Information required by clause A(i)(a) of this Section 2 or any financial statements required by clause A(i)(b) of this Section 2.

(ii) The Issuers may satisfy their respective obligations hereunder by filing any notice, document or information with EMMA, to the extent permitted or required by the Securities and Exchange Commission (the “SEC”).

(iii) Neither MTA nor MTA Bridges and Tunnels has failed to comply, in any material respect, with any previous undertakings in a written contract or agreement specified in paragraph (b)(5)(i) of Rule 15c2-12.

B. *Obligations of the PMT Trustees.* The PMT Trustees shall notify MTA or MTA Bridges and Tunnels, as applicable, upon the occurrence of any of the events listed in Section 2(A)(i)(c) promptly upon becoming aware of the occurrence of any such event. The PMT Trustees, shall not be deemed to have become aware of the occurrence of any such event unless an officer in its corporate trust department becomes aware of the occurrence of any such event.

C. *Additional Obligations.*

(i) Other information. Nothing herein shall be deemed to prevent MTA or MTA Bridges and Tunnels from disseminating any other information in addition to that required hereby in the manner set forth herein or in any other manner. If MTA or MTA Bridges and Tunnels should disseminate any such additional information neither, MTA nor MTA Bridges and Tunnels, shall have any obligation hereunder to update such information or to include it in any future materials disseminated hereunder.

(ii) Disclaimer. Each of the Issuers and the PMT Trustees, under each of the PMT Resolutions, shall be obligated to perform only those duties expressly provided for such entity in this Agreement, and neither of the foregoing shall be under any obligation to the Holders or other parties hereto to perform, or monitor the performance of, any duties of such other parties.

### **Section 3. Annual Information.**

A. *Annual Information.*

The required Annual Information shall consist of at least the following:

1. a. presentation of changes to indebtedness issued by MTA Bridges and Tunnels and MTA, respectively, under the TBTA PMT Resolution and the MTA PMT Resolution as well as information concerning changes to MTA Bridges and Tunnels’ and MTA’s debt service requirements on such indebtedness payable from PMT Receipts,

b. financial information and operating data of the type included in the **ADS** under the caption “PAYROLL MOBILITY TAX OBLIGATIONS” which shall include information relating to the following:



- (i) description of the taxes and fees allocated to the Financing Agreement, currently Mobility Tax Receipts and ATA Receipts; and
  - (ii) for the taxes and fees then constituting sources of revenue for the PMT Indebtedness, an historical summary of such revenues, if available, together with an explanation of the factors affecting collection levels, for a period of at least the three most recent completed fiscal years then available,
- c. information concerning the amounts, sources, material changes in and material factors affecting PMT Receipts and debt service incurred under PMT Resolutions,
- 2. material litigation related to any of the foregoing, and
- 3. such narrative explanation as may be necessary to avoid misunderstanding and to assist the reader in understanding the presentation of financial information and operating data concerning, and in judging the financial condition of, MTA Bridges and Tunnels and MTA as such may impact the security for Bonds.

**B. *Incorporation by Reference.***

All or any portion of Annual Information may be incorporated therein by cross reference to any other documents which have been filed with (i) EMMA or (ii) the SEC.

**C. *General Categories of Information Provided.***

The requirements contained in this Agreement under Section 3 are intended to set forth a general description of the type of financial information and operating data to be provided; such descriptions are not intended to state more than general categories of financial information and operating data; and where the provisions of Section 3 call for information that no longer can be generated or is no longer relevant because the operations to which it related have been materially changed or discontinued, a statement to that effect shall be provided.

**Section 4. Financial Statements.**

MTA's annual financial statements for each fiscal year shall be prepared in accordance with GAAP as in effect from time to time. Such financial statements shall be audited by an independent accounting firm.

All or any portion of MTA's audited or unaudited financial statements may be incorporated therein by specific cross-reference to any other documents which have been filed with (i) EMMA or (ii) the SEC.

**Section 5. Remedies.**

If any party hereto shall fail to comply with any provision of this Agreement, then the Trustee or any Holder may enforce, for the equal benefit and protection of all Holders similarly situated, by mandamus or other suit or proceeding at law or in equity, this Agreement against such party and any of its officers, agents and employees, and may compel such party or any of its officers, agents or employees to perform and carry out their duties under this Agreement; provided that the sole and exclusive remedy for breach of this Agreement shall be an action to compel specific performance of this Agreement of such party hereunder and no person or entity shall be entitled to recover monetary damages hereunder under any circumstances, and, provided further, that any challenge to the adequacy of any information provided

pursuant to Section 2 shall be brought only by the Trustee or the Holders of 25% in aggregate principal amount of the Bonds at the time outstanding which are affected thereby. The Issuers and each Trustee each reserves the right, but shall not be obligated, to enforce the obligations of the others. Failure to comply with any provision of this Agreement shall not constitute a default under the PMT Resolutions nor give right to either Trustee or any Holder to exercise any of the remedies under the PMT Resolutions, except as otherwise set forth herein.

#### **Section 6. Parties in Interest.**

This Agreement is executed and delivered solely for the benefit of the Holders which, for the purposes of Section 5, includes those beneficial owners of Bonds specified in the definition of Holder set forth in Section 1. For the purposes of such Section 5, such beneficial owners of Bonds shall be third-party beneficiaries of this Agreement. No person other than those described in Section 5 shall have any right to enforce the provisions hereof or any other rights hereunder.

#### **Section 7. Amendments.**

Without the consent of any Holders (except to the extent expressly provided below), the Issuers and the PMT Trustees at any time and from time to time may enter into any amendments or changes to this Agreement for any of the following purposes:

(i) to comply with or conform to Rule 15c2-12 or any amendments thereto or authoritative interpretations thereof by the SEC or its staff (whether required or optional) which are applicable to the Agreement;

(ii) to add a dissemination agent for the information required to be provided hereby and to make any necessary or desirable provisions with respect thereto;

(iii) to evidence the succession of another person to either Issuers and the assumption by any such successor of the covenants of such Issuers hereunder;

(iv) to add to the covenants of the Issuers for the benefit of the Holders, or to surrender any right or power herein conferred upon the Issuers; or

(v) for any other purpose as a result of a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of the Issuers, or type of business conducted; provided that (1) the Agreement, as amended, would have complied with the requirements of Rule 15c2-12 at the time of the offering of the Bonds, after taking into account any amendments or authoritative interpretations of Rule 15c2-12, as well as any change in circumstances, (2) the amendment or change either (a) does not materially impair the interests of Holders, as determined by Bond Counsel or (b) is approved by the vote or consent of Holders of a majority in outstanding principal amount of the Bonds affected thereby at or prior to the time of such amendment or change and (3) the Trustee receives an opinion of Bond Counsel that such amendment is authorized or permitted by this Agreement.

Annual Information for any fiscal year containing any amended operating data or financial information for such fiscal year shall explain, in narrative form, the reasons for such amendment and the impact of the change on the type of operating data or financial information in Annual Information being provided for such fiscal year. If a change in accounting principles is included in any such amendment, such Annual Information shall present a comparison between the financial statements or information prepared on the basis of the amended accounting principles and those prepared on the basis of the former

accounting principles. Such comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information. To the extent reasonably feasible such comparison shall also be quantitative. A notice of any such change in accounting principles shall be sent to EMMA.

#### **Section 8. Termination.**

This Agreement shall remain in full force and effect until such time as all principal, redemption premiums, if any, and interest on the Bonds shall have been paid in full or legally defeased pursuant to the applicable PMT Resolution (a "Legal Defeasance"); *provided, however*, that if Rule 15c2-12 (or successor provision) shall be amended, modified or changed so that all or any part of the information currently required to be provided thereunder shall no longer be required to be provided thereunder, then such information shall no longer be required to be provided hereunder; and *provided, further*, that if and to the extent Rule 15c2-12 (or successor provision), or any provision thereof, shall be declared by a court of competent and final jurisdiction to be, in whole or in part, invalid, unconstitutional, null and void, or otherwise inapplicable to the Bonds, then the information required to be provided hereunder, insofar as it was required to be provided by a provision of Rule 15c2-12 so declared, shall no longer be required to be provided hereunder. Upon any Legal Defeasance, the applicable Issuer shall provide notice of such defeasance to EMMA. Such notice shall state whether the Bonds have been defeased to maturity or to redemption and the timing of such maturity or redemption. Upon any other termination pursuant to this Section 8, the applicable Issuer shall provide notice of such termination to EMMA.

#### **Section 9. The PMT Trustees.**

(i) Except as otherwise set forth herein, this Agreement shall not create any obligation or duty on the part of either of the PMT Trustees and the PMT Trustees shall not be subject to any liability hereunder for acting or failing to act as the case may be.

(ii) The Issuers shall indemnify and hold harmless the PMT Trustees in connection with this Agreement, to the same extent provided in the PMT Resolutions for matters arising thereunder.

#### **Section 10. Governing Law.**

This Agreement shall be governed by the laws of the State determined without regard to principles of conflict of law.

#### **Section 11. Counterparts.**

This Agreement may be executed in one or more counterparts, each of which shall be an original, but which together shall constitute one and the same Agreement.

[Signature Page to the Master Continuing Disclosure Agreement follows]

IN WITNESS WHEREOF, the undersigned have duly authorized, executed and delivered this Agreement as of the date first above written.

**TRIBOROUGH BRIDGE AND TUNNEL  
AUTHORITY**

By: /s/ Patrick J. McCoy  
Patrick J. McCoy  
Deputy Chief, Financial Services  
Metropolitan Transportation Authority and  
Authorized Officer  
Triborough Bridge and Tunnel Authority  
(MTA Bridges and Tunnels)

**METROPOLITAN TRANSPORTATION  
AUTHORITY**

By: /s/ Patrick J. McCoy  
Patrick J. McCoy  
Deputy Chief, Financial Services  
Metropolitan Transportation Authority

**THE BANK OF NEW YORK MELLON, as  
Trustee under the TBTA PMT Resolution**

By: /s/ Joseph M. Lawlor  
Name: Joseph M. Lawlor  
Title: Vice President

**THE BANK OF NEW YORK MELLON, as  
Trustee under the MTA PMT Resolution**

By: /s/ Joseph M. Lawlor  
Name: Joseph M. Lawlor  
Title: Vice President

[Signature Page of the Master Continuing Disclosure Agreement]

## ATTACHMENT 3

### FORM OF APPROVING OPINIONS OF CO-BOND COUNSEL

**Upon delivery of the Series 2022B Notes in definitive form, each of Nixon Peabody LLP, New York, New York, and D. Seaton and Associates, P.A., P.C., New York, New York, Co-Bond Counsel to MTA Bridges and Tunnels, propose to render its final approving opinion in substantially the following form:**

[Date of Closing]

Triborough Bridge and Tunnel Authority  
Triborough Station, Box 35  
New York, New York 10035

Ladies and Gentlemen:

We have examined a certified copy of the record of proceedings of the Triborough Bridge and Tunnel Authority (“TBTA”) and other proofs submitted to us relative to the issuance of \$766,540,000 aggregate principal amount of Triborough Bridge and Tunnel Authority Payroll Mobility Tax Bond Anticipation Notes, Series 2022B (the “Series 2022B Notes”), and the authorization, execution and delivery of the Financing Agreement, defined and described below. We have also examined a certified copy of the proceedings of the Metropolitan Transportation Authority (“MTA”) and other proofs submitted to us relative to the authorization, execution and delivery of the Financing Agreement.

All terms defined in the Resolution (hereinafter defined) and used herein shall have the respective meanings assigned in the Resolution, except where the context hereof otherwise requires. The Series 2022B Notes are issued under and pursuant to the Constitution and statutes of the State of New York (the “State”), including the Triborough Bridge and Tunnel Authority Act, being Title 3 of Article 3 of the Public Authorities Law, Chapter 43-A of the Consolidated Laws of the State of New York, as amended to the date of this opinion letter (herein called the “Issuer Act”), and under and pursuant to proceedings of TBTA duly taken, including the Payroll Mobility Tax Obligation Resolution adopted by the Board of TBTA on March 17, 2021, as supplemented by the Multiple Credit and Series 2022 Supplemental Resolution Authorizing Obligations, Obligation Anticipation Notes and Refunding Obligations adopted by the Board of TBTA on December 15, 2021 (collectively, the “Resolution”).

TBTA and MTA have entered into the Payroll Mobility Tax Financing Agreement, dated as of April 9, 2021 (the “Financing Agreement”), which provides for, among other things, the transfer and payment of PMT Receipts by MTA to (i) The Bank of New York Mellon, as trustee under the Resolution, in amounts sufficient to pay the principal of, redemption premium, if any, and interest on TBTA’s Obligations and Parity Debt issued and incurred under the Resolution, and (ii) The Bank of New York Mellon, as trustee under the MTA PMT Resolution, in amounts sufficient to pay the principal of, redemption premium, if any, and interest on MTA’s Obligations and Parity Debt issued and incurred under the MTA PMT Resolution, on a parity basis as provided in the Financing Agreement.

The Series 2022B Notes are dated, mature, are payable and bear interest, all as provided in the Resolution.

The Internal Revenue Code of 1986 (the “Code”), establishes certain requirements that must be met subsequent to the issuance and delivery of the Series 2022B Notes in order that interest on the Series 2022B Notes be and remain excluded from gross income for federal income tax purposes under Section 103 of the Code. Pursuant to the Resolution and/or the Arbitrage and Use of Proceeds Certificate dated the date hereof (the “Arbitrage and Use of Proceeds Certificate”), TBTA and MTA have covenanted to comply with the applicable

requirements of the Code in order to maintain the exclusion of the interest on the Series 2022B Notes from gross income for federal income tax purposes pursuant to Section 103 of the Code. In addition, TBTA and MTA have made certain representations, statements of intention and reasonable expectation, and certifications in the Arbitrage and Use of Proceeds Certificate. We have not independently verified the accuracy of those representations, statements and certifications. Noncompliance with the requirements of the Code could cause interest on the Series 2022B Notes to be included in gross income for federal income tax purposes retroactive to the date of issuance, irrespective of the date on which such noncompliance occurs or is ascertained.

In rendering the opinion in paragraph 6 hereof, we have relied upon and assumed (i) the material accuracy of the representations, statements of intention and reasonable expectation and certifications of fact contained in the Arbitrage and Use of Proceeds Certificate with respect to matters affecting the exclusion of interest on the Series 2022B Notes from gross income for federal income tax purposes under Section 103 of the Code and (ii) compliance by TBTA and MTA with procedures and covenants set forth in the Arbitrage and Use of Proceeds Certificate as to such tax matters. We have also examined one of said Series 2022B Notes as executed and, in our opinion, the form of said Series 2022B Note and its execution are regular and proper.

We are of the opinion that:

1. TBTA is duly created and validly existing under the laws of the State, including the Constitution of the State and the Issuer Act.

2. TBTA has the right and power under the Issuer Act to adopt the Resolution. The Resolution has been duly and lawfully adopted by TBTA, is in full force and effect, is valid and binding upon TBTA, and is enforceable in accordance with its terms, and no other authorization for the Resolution is required. The Resolution creates the valid pledge which it purports to create of the Obligations Trust Estate, subject only to the provisions of the Resolution and the Financing Agreement permitting the application thereof for the purposes and on the terms and conditions set forth in the Resolution. All right, title and interest of TBTA in and to the Financing Agreement and receipt of PMT Receipts payable thereunder for the benefit of TBTA's Obligations and Parity Debt is of equal rank with all right, title and interest of MTA in and to the Financing Agreement and receipt of PMT Receipts payable thereunder for the benefit of MTA's Obligations and Parity Debt.

3. The Financing Agreement has been duly authorized, executed and delivered by TBTA and MTA and is a legal and valid contractual obligation of TBTA and MTA enforceable in accordance with its terms.

4. The Series 2022B Notes have been duly and validly authorized and issued in accordance with the laws of the State, including the Constitution of the State and the Issuer Act, and in accordance with the Resolution, and are valid and binding special obligations of TBTA, enforceable in accordance with their terms and the terms of the Resolution. The Series 2022B Notes are payable solely from (i) the proceeds of other Series 2022 Notes issued to refinance the Series 2022B Notes, (ii) the proceeds of bonds issued to refinance the Series 2022B Notes, and (iii) with respect to interest payable on the Series 2022B Notes, amounts available for transfer pursuant to Resolution for the payment of Subordinated Indebtedness (as defined therein) in accordance with and subject to the limitations contained in the Resolution. The Series 2022B Notes are not secured by any other funds, accounts or amounts that are pledged to the payment of Obligations or Parity Debt issued under the Resolution. TBTA has no taxing power and the Series 2022B Notes are not debts of the State or of any political subdivision thereof. TBTA reserves the right to issue additional Obligations and to incur Parity Debt on the terms and conditions, and for the purposes, provided in the Resolution.

5. The Series 2022B Notes are securities in which all public officers and bodies of the State and all municipalities and political subdivisions, all insurance companies and associations and other persons carrying on an insurance business, all banks, bankers, trust companies, savings banks and savings associations, including savings and loan associations, building and loan associations, investment companies and other persons carrying on a banking business, all administrators, guardians, executors, trustees and other fiduciaries, and all other persons who are or may be authorized to invest in bonds or other obligations of the State, may properly and

legally invest funds including capital in their control or belonging to them to the extent that the legality of such investment is governed by the laws of the State; and which may be deposited with and shall be received by all public officers and bodies of the State and all municipalities and political subdivisions for any purpose for which the deposit of bonds or other obligations of the State is or may be authorized.

6. Under existing statutes and court decisions (i) interest on the Series 2022B Notes is excluded from gross income for federal income tax purposes pursuant to Section 103 of the Code, and (ii) interest on the Series 2022B Notes is not treated as a specific preference item in calculating the federal individual alternative minimum tax; however, for tax years beginning after December 31, 2022, interest on the Series 2022B Notes included in adjusted financial statement income of certain corporations is not excluded from the federal corporate alternative minimum tax.

7. Under the Issuer Act, interest on the Series 2022B Notes is exempt from personal income taxes imposed by the State or any political subdivision thereof, including The City of New York.

The opinions expressed in paragraphs 2, 3 and 4 above are subject to applicable bankruptcy, insolvency, receivership, reorganization, arrangements, fraudulent conveyances, moratorium and other laws heretofore or hereafter enacted affecting creditors' rights and are subject to the application of principles of equity relating to or affecting the enforcement of contractual obligations, whether such enforcement is considered in a proceeding in equity or at law.

Except as stated in paragraphs 6 and 7, we express no opinion regarding any other federal, state, local or foreign tax consequences related to the ownership or disposition of, or the accrual or receipt of interest on, the Series 2022B Notes. We express no opinion regarding the federal, state, local or foreign tax consequences of any action hereafter taken or not taken in reliance upon an opinion of other counsel with respect to the Series 2022B Notes.

We express no opinion as to the accuracy or sufficiency of any financial or other information which has been or will be supplied to purchasers of the Series 2022B Notes. Our services did not include financial or other non-legal advice. Finally, we undertake no responsibility for the accuracy, completeness or fairness of the Offering Memorandum or other offering material relating to the Series 2022B Notes and express no opinion with respect thereto.

This opinion letter is rendered solely with regard to the matters expressly opined on above and does not consider or extend to any documents, agreements, representations or other material of any kind not specifically opined on above. No other opinions are intended nor should they be inferred. This opinion letter is issued as of the date hereof, and we assume no obligation to update, revise or supplement this opinion letter to reflect any future actions, facts or circumstances that may hereafter come to our attention, or any changes in law, or in interpretations thereof, that may hereafter occur, or for any reason whatsoever.

Very truly yours,

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# Bridges and Tunnels



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