

## NEW YORK STATE THRUWAY AUTHORITY

200 Southern Boulevard  
Post Office Box 189  
Albany, NY 12201-0189

October 15, 2018

### REQUEST FOR PROPOSAL

|  |  |
|--|--|
| 18C15 – Design, Construction, Financing, Operation and Maintenance of 27 Service Areas on the New York State Thruway   | <b>Inquiries To:</b> Mari-Ann Brower (518) 436-3161 or<br><b>E-mail:</b> NYSTA-Purchasing@thruway.ny.gov |
| <b>Time and Due Date of Proposal Submission:</b><br>3:00 P.M. EST, February 11, 2019   | <b>Time and Date of Pre-proposal Meeting:</b><br>1:00 P.M., EST, November 13, 2018                       |
| <b>Contract Period:</b> <b>Group 1</b> – January 1, 2020 (at 12:01 AM) and expire December 31, 2052 (at 11:59 PM)<br><b>Group 2</b> – January 1, 2023 (at 12:01 AM) and expire December 31, 2052 (at 11:59 PM) |  |

### INSTRUCTIONS

Attach this form to the front of your proposal.

Indicate whether or not your firm is certified by NYS as a Minority or Women Owned Business Enterprise by circling yes or no.

**Circle one:**     **Yes**     **No**

Indicate whether or not your firm is proposing a joint venture by circling yes or no.

**Circle one:**     **Yes**     **No**

Complete all information below, including signature, to acknowledge your understanding and acceptance of the provisions of the Non-Collusive Bidding Certification as indicated at the bottom of this document.

The Signatory to this document must be authorized to bind the proposing firm contractually.

|  |                    |
|--|--------------------|
| _____                                  | _____              |
| Firm Name                              | Federal Tax ID No. |
| _____                                  | _____              |
| Street Address                         | City/State/Zip     |
| _____                                  | _____              |
| Area Code/Telephone (800 if available) | Fax                |
| _____                                  | _____              |
| Print Name                             | Title              |
| _____                                  | _____              |
| Signature                              | Date               |

### NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief:

- 1) The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor; and
- 2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
- 3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

# New York State Thruway Authority



## Request for Proposals

### **DESIGN, CONSTRUCTION, FINANCING, OPERATION AND MAINTENANCE OF 27 SERVICE AREAS ON THE NEW YORK STATE THRUWAY**

|                 |                   |
|-----------------|-------------------|
| RFP No:         | 18C15             |
| Request Issued: | October 15, 2018  |
| Proposals Due:  | February 11, 2019 |

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## ARTICLE I - Background/Administrative Matters

### Section 1.1 – Background

The New York State Thruway Authority (the “**Authority**” or “**NYSTA**”) is seeking Proposals (“**Proposals**”) from experienced and qualified firms to redevelop, operate and maintain (i.e., design, construct and finance) the food service operations (the “**Service Areas**”) at the 27 food/fuel facilities located on the New York State Thruway.

The Authority is a public corporation organized and existing pursuant to Article 2, Title 9 of the New York State Public Authorities Law for the purpose of financing, constructing, reconstructing, improving, developing, maintaining and operating a highway system known as the Governor Thomas E. Dewey Thruway. The powers of the Authority are vested in and exercised by a seven-member Board appointed by the Governor with the advice and consent of the State Senate.

The New York State Thruway (the “**Thruway**”) is a 570-mile superhighway system crossing the State. It is the longest toll superhighway system in the United States. The Thruway route from the New York City line to the Pennsylvania line at Ripley is 496 miles long and includes the 426-mile mainline connecting New York City and Buffalo, the State’s two largest cities. Other Thruway sections make direct connections with the Connecticut and Massachusetts Turnpikes, New Jersey Garden State Parkway and other major expressways that lead to New England, Canada, the Midwest and the South. In 1991 the Cross-Westchester Expressway was added to the Thruway system. In all, the Thruway is comprised of 2,818 lane miles of roadway, 815 bridges, over 350 buildings, 134 interchanges, 34 tandem areas, 27 service areas, nearly 120 water services, 18 waste water treatment plants and 26 motor fueling stations for Authority vehicles and equipment. Operationally, the Authority is segmented into four regional divisions – New York, Albany, Syracuse and Buffalo – with the Administrative Headquarters located in Albany.

The portfolio of the Authority’s Service Areas is a \$118+ million per year restaurant and motorist services enterprise comprised of 27 properties immediately accessible from the Thruway. Approximately 250 million trips, accounting for more than 8 billion miles of travel, occur on the entire Thruway system each year. Further detail on average daily trips by Service Area is provided in Exhibit 4.

The Authority intends to enter into a lease agreement (“**Lease Agreement**”) for all 27 Service Areas that will provide an array of development plans and operational services. The term of the Lease Agreement (the “**Term**”) will be for 33 years with regard to 16 Service Areas and 30 years with respect to the remaining 11 Service Areas, as further described in Appendix B, Key Terms of Lease Agreement. Proposers may be a single entity or may be a team; however a single entity (the “**Operator**”) will enter into the Lease Agreement and serve as the sole point of contact to the Authority responsible for the provision of all services (“**Contract Services**”) required under the Lease Agreement.

Proposers must propose to provide all Contract Services described in this RFP. The Authority will not accept proposals that do not include all of the required Contract Services.

Proposers should be aware that the current operator for 11 of the Service Areas (referred to herein as the “**Group 2 Service Areas**”) is McDonald’s Corporation, whose operating agreement does not expire until December 31, 2022. Accordingly, the Group 2 Service Areas are only being offered for development beginning January 1, 2023. The remaining 16 Service Areas (referred to herein as the “**Group 1 Service Areas**”) will be available for redevelopment beginning January 1, 2020 at 12:01 AM. However, the term of the Lease Agreement applicable to all 27 Service Areas, will expire on December 31, 2052.

The Proposer selected by the Authority to enter into a Lease Agreement in accordance with this RFP (the “**Successful Proposer**”) will have a deep understanding of facilities management and will have the expertise and financial strength necessary to perform the Contract Services, as set forth in this Request for Proposals (“**RFP**”). A critical element of this RFP is to identify a Proposer that will redevelop highly-visible properties to create an environment that will provide the users of the Thruway with the highest industry levels of convenience, service, safety, food & beverage quality and variety.

The Successful Proposer will champion the New York State Experience and create a sense of place that is an authentic part of the surrounding region. The Successful Proposer will constantly improve the customer experience in regard to safety and security, authenticity, hospitality, and engagement.

The goals of this project include the following:

- Provide a clean, friendly and safe environment at first-class Service Areas;
- Provide food, beverage, and traveler service options that will include a variety of high-quality local, regional and nationally-known food offerings together with other services appropriate for the travelers along the Thruway;
- Consolidate management and operation of all Services Areas to a single Operator for the purpose of serving as the Authority's sole point of contact responsible for all Contract Services;
- Attract substantial capital investment by the Successful Proposer to significantly improve the quality and utilization of the Service Areas; and
- Provide a revenue stream to the Authority resulting from the long-term investment of the private sector, which will result in an increased capture rate and greater generation of revenues.

The Authority will prepare the Lease Agreement, which must be approved by the New York State Attorney General’s Office and the Office of the New York State Comptroller.

The Lease Agreement will establish the scope of the Contract Services and specify the details of the contract administration, including regularly scheduled meetings between the parties, required reporting obligations, and the event of default provisions, liquidated damages and termination rights for actual or anticipated failure of the Operator to perform its contractual obligations. Further details of terms and conditions that will be set forth in the Lease Agreement are attached hereto as Appendix B, Key Terms of Lease Agreement.

## **Section 1.2 – Key Dates**

Provided below is a tentative schedule for the milestones in this RFP process, listed in the order of occurrence. The Authority reserves the right to change any or all of these dates as it deems necessary or convenient in its discretion; in the event of such a date change, the Authority will issue an Addendum pursuant to Section 1.8 notifying all interested parties of such change.

| <b><u>Event</u></b>   | <b><u>Date</u></b>                               |
|---|--|
| RFP Issuance  | October 15, 2018                                 |
| Pre-Proposal Conference Registration                            | November 7, 2018                                 |
| Non-Mandatory Pre-Proposal Conference                           | November 13, 2018                                |
| Site Visits / Inspections Begin                                 | November 14, 2018                                |
| Site Visits / Inspections End                                   | November 16, 2018                                |
| Deadline for Written Questions                                  | December 31, 2018                                |
| Official Responses to Written Questions ( <b>on or before</b> ) | January 15, 2019                                 |
| Additional Site Visits Upon Request by Proposers                | December 2018                                    |
| Proposal Due Date   | February 11, 2019<br>(No later than 3:00 PM EST) |

All responsive Proposals will be publicly disclosed in the meeting agenda of the Finance Committee of the Thruway Board at which the selection of the Successful Proposer and award of the Lease Agreement is considered for approval. See Section 3.3 - Confidentiality and Information Disclosure to Third Parties.

## **Section 1.3 – Permissible Contacts/Contact Person**

This procurement is subject to and shall be conducted in accordance with the Thruway Authority Guidelines Regarding Permissible Contacts During a Procurement and the Prohibition of Inappropriate Lobbying Influence (attached hereto as Exhibit 1). All questions concerning this RFP must be sent via email to the Authority's contact person Mari-Ann Brower, Contract Management Specialist 2, identified in Section 1.3 hereof. Proposers and prospective Proposers may not approach any other Authority officer, employee, contractor or agent or any other State entity relative to this RFP (except as provided in Exhibit 1).

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In the event the contact person Mari-Ann Brower, Contract Management Specialist 2, listed above is not available, Proposers may direct their questions to Kevin Allen at (518) 436-2736.

#### **Section 1.4 – Pre-Proposal Conference and Site Visits**

The pre-proposal conference will be held as follows:

Date: Tuesday, November 13, 2018  
Time: 1:00 PM to 3:30 PM  
Location: Red Lion Hotel  
205 Wolf Road  
Albany, NY 12205

All prospective Proposers are urged to attend the pre-proposal conference. A prospective Proposer who cannot attend but still wishes to submit a Proposal must execute the release attached to this RFP as Supplement 6 and submit it to the Authority as an attachment to the Proposal. Attendees must pre-register with the Authority's contact person Mari-Ann Brower, Contract Management Specialist 2, identified in Section 1.3 hereof, by phone or email at least three (3) business days prior to the pre-Proposal conference.

The pre-Proposal conference will begin with a presentation by the Authority, after which there will be a question and answer period. Prospective Proposers should submit in writing via email to the Authority contact person Mari-Ann Brower, Contract Management Specialist 2, identified in Section 1.3 hereof, no later than three business days prior to the

conference, any questions they would like addressed orally at the conference. Additional questions will also be taken from the floor during the conference. Answers may not be immediately available for prior written questions or questions from the floor at the pre-proposal conference depending on the nature of the question. Questions received in writing via email prior to the pre-proposal conference and orally during the conference will be added to the Official Response to Written Questions.

Proposers are advised that only the Authority's written responses to questions received at the pre-proposal conference can be relied upon by Proposers. Oral responses provided by the Authority or its representatives at the pre-proposal conference or otherwise in connection with this RFP will not be binding on the Authority and will not change, modify, amend or waive the requirements of this RFP in any way. Questions responded to orally during the conference will be added to the Official Response to Written Questions.

#### **1.4.1 - Site Visits**

From **Wednesday, November 14 through Friday, November 16, 2018**, the Service Areas will be available for site visits and inspections on a staggered basis. The location dates and times are provided below. The designated Service Areas will be open for inspection and staffed by facilitators provided by the Authority. Prospective Proposers will have access to all areas of the food service building and grounds for inspection. Proposers may not interfere with the current operations of the Service Areas during any site visits. Accordingly site visits may be subject to certain limitations to ensure non-interference with ongoing facility operations. It is up to each participant to provide their own transportation to each site, manage their schedule, and determine the number of personnel required to adequately review the properties in the allotted time. The 27 Service Areas are distributed in each direction of travel along the Thruway mainline. Additional Authority-sponsored site visits may be scheduled if, in the opinion of the Authority, there is a compelling need or doing so is otherwise determined to be beneficial to the Authority. Requests for additional site visits shall be made to the Authority contact person Mari-Ann Brower, Contract Management Specialist 2, identified in Section 1.3 hereof.

#### **1.4.2 - Site Visit Schedule:**

| <b><u>Date</u></b> | <b><u>Time (EST)</u></b> | <b><u>Service Area</u></b>                    | <b><u>Location by Milepost (MP)</u></b>  |
|--------------------|--------------------------|---|--|
| November 14, 2018  | 8:30am-11:30am           | Ardsley<br>Sloatsburg<br>Plattekill<br>Malden | MP 6, I-87 North<br>MP 33, I-87 North<br>MP 65, I-87 North<br>MP 103, I-87 North |
| November 14, 2018  | 1:00pm-4:00pm            | New Baltimore<br>Ulster<br>Modena<br>Ramapo   | MP 127, I-87 N/S<br>MP 96, I-87 South<br>MP 66, I-87 South<br>MP 33, I-87 South  |

|                   |                |  |   |
|-------------------|----------------|--|---|
| November 15, 2018 | 8:30am-11:30am | Pattersonville<br>Iroquois<br>Schuyler<br>Chittenango<br>Warners | MP 168, I-90 West<br>MP 210, I-90 West<br>MP 227, I-90 West<br>MP 266, I-90 West<br>MP 292, I-90 West |
| November 15, 2018 | 1:00pm-4:00pm  | DeWitt<br>Oneida<br>Indian Castle<br>Mohawk<br>Guilderland       | MP 280, I-90 East<br>MP 244, I-90 East<br>MP 210, I-90 East<br>MP 172, I-90 East<br>MP 153, I-90 East |
| November 16, 2018 | 8:30am-11:30am | Junius Ponds<br>Seneca<br>Ontario<br>Clarence<br>Angola          | MP 324, I-90 West<br>MP 350, I-90 West<br>MP 376, I-90 West<br>MP 412, I-90 West<br>MP 447, I-90 E/W  |
| November 16, 2018 | 1:00pm-4:00pm  | Pembroke<br>Scottsville<br>Clifton Springs<br>Port Byron         | MP 397, I-90 East<br>MP 366, I-90 East<br>MP 337, I-90 East<br>MP 310, I-90 East                      |

### **Section 1.5 – Written Questions & Responses**

The Authority intends to provide official written responses to all written questions that are submitted via email to Mari-Ann Brower, Contract Management Specialist 2, identified in Section 1.3 hereof on or before the date set forth in Section 1.2 of this RFP. Any questions answered in reference to this RFP will be numbered consecutively and will be made available by posting to the Authority's Service Area RFP announcement website: <https://www.thruway.ny.gov/external/service-area-rfp/index.html>.

The responses issued by the Authority will constitute a part of this RFP. Each Proposer is solely responsible for obtaining all written questions and responses prior to submitting its Proposal. The Authority assumes no responsibility or liability whatsoever for the distribution of written questions and responses to Proposers.

The Authority reserves the right to not answer certain questions if it is determined that such questions are not pertinent to this RFP. Prospective Proposers should rely only on these official written responses. Oral responses provided by the Authority or its representatives in connection with this RFP will not be binding on the Authority and will not change, modify, amend or waive the requirements of this RFP in any way. Questions submitted after the due date set forth in Section 1.2 of this RFP may not receive an official answer.

## **Section 1.6 – Comments and Exceptions to Terms and Conditions**

The Successful Proposer will be required to enter into a Lease Agreement applicable to all 27 Service Areas with the Authority that includes, but is not limited to, the terms and conditions set forth in Appendices A, B C, D, E, F, G, H and W attached hereto (individually and collectively, the “**Legal Appendices**”). Proposers may identify issues or specific provisions of any terms or conditions set forth in the Legal Appendices stating any issue, comment or exception in writing via email to Mari-Ann Brower, Contract Management Specialist 2, identified as a permissible contact in Section 1.3 hereof, by the deadline for submission of written questions set forth in Section 1.2 herein. Proposers shall indicate specific provisions for which the Proposer seeks clarification or amendment and may offer alternative language for a particular term or condition, accompanied by the Proposer’s requested alternative language. Proposers must also indicate the priority of all such requested changes or comments, and must clarify how the requested change would lead to better value for the Authority. The Authority will address such objections in its official responses to questions distributed to all Proposers and/or via Addenda to this RFP.

The Authority will consider Proposers’ comments and requested clarifications or amendments received pursuant to this Section 1.6, and may in its discretion amend the terms and conditions set forth in the Legal Appendices. Pursuant to Section 1.8 of this RFP, the Authority will issue Addenda to this RFP if it amends the RFP or the terms and conditions set forth in the Legal Appendices together with all appropriate revisions or clarifications. The final form of terms and conditions set forth in the Legal Appendices, as issued by the Authority, will be the common basis for all Proposals. Notwithstanding the Proposer’s right to comment on the terms and conditions set forth in the Legal Appendices, Proposers are required to base their Proposal on the terms and conditions of the final terms and conditions set forth in the Legal Appendices. Accordingly, while the Authority may negotiate any nonmaterial proposed changes to the final terms and conditions of the final terms and conditions set forth in the Legal Appendices, in no event will the acceptance or rejection by the Authority of any suggested change result in reduced benefit offered by the Proposer in the Proposal. Changes will be limited to those appropriate to any negotiated work scope changes.

If the Authority determines, based on comments on the RFP or the Legal Appendices or otherwise that the RFP contains an error, ambiguity or mistake, the Authority reserves the right to modify the RFP and the Legal Appendices to correct the error, ambiguity or mistake.

## **Section 1.7 – RFP Errors or Omissions**

If a Proposer believes there is any ambiguity, conflict, discrepancy, omission or other error in this RFP (including the Legal Appendices), such Proposer should immediately notify Mari-Ann Brower, Contract Management Specialist 2, identified as a permissible

contact in Section 1.3 hereof, of such error and request clarification of, or modification to, this document. Such notice shall be given prior to the final filing date for submission of Proposals. Modifications and clarifications to this RFP, when appropriate, will be made by Addenda hereto pursuant to Section 1.8.

### **Section 1.8 – RFP Addenda**

This RFP is subject to revision after the date of advertisement via written addenda (“**Addendum**” and “**Addenda**”, as applicable). Any Addenda to this RFP will be numbered consecutively and will be made available by posting to the Authority’s Service Area RFP announcement website: <https://www.thruway.ny.gov/external/service-area-rfp/index.html>. These Addenda will be issued by the Authority and will constitute a part of this RFP. Each Proposer is solely responsible for obtaining all Addenda prior to submitting its Proposal. The Authority assumes no responsibility or liability whatsoever for the distribution of Addenda to Proposers.

Each Proposer is required to acknowledge in its Proposal cover letter the receipt of all Addenda at the time of the Proposal due date, and, if required, revised Proposal submittals. All responses to this RFP will be prepared with full consideration of the Addenda issued prior to such response.

## **ARTICLE II – Services Requested**

### **Section 2.1 – Background**

The purpose of this RFP is to seek Proposals for the design, construction, financing, operation and maintenance of the Thruway’s Service Areas. The Authority is seeking Proposals with innovative solutions to modernize and significantly improve the quality and character of the Service Areas and the services offered to customers. The current Service Areas were rebuilt in the late 1980s and early 1990s, and except for a few renovations, have had no significant capital improvements in the past twenty-five years.

The Authority seeks to upgrade the Service Area facilities, providing an array of food choices and services that meet the needs of its travelers. Also, the Authority seeks to increase the economic viability of the Service Area portfolio, which should provide a revenue stream to the Authority over time. This project offers a unique and substantial business opportunity with long-term potential to invest and grow. At the same time, the Successful Proposer will perform an important public service and establish a foundation among millions of visitors as the provider of first-class Service Area facilities on the Thruway.

The Authority encourages innovative Proposals for multiple food concepts and other services and amenities that will assist travelers. Proposers should carefully consider a variety of services, including, but not limited to services for patrons with disabilities, truck drivers, commuters, business travelers, motor coach travelers, recreational vehicle users,



pet owners, children and vacationers. Proposals shall also consider dietary needs of the traveling public. Refer to Exhibit 3 for the NYSTA Customer Experience Survey Summary.

Fuel services on the Thruway are excluded from the scope of the Contract Services requested by this RFP. Fuel services on the Thruway will be provided under separate contracts of the Authority in the sole discretion of the Authority; at the existing fuel service locations adjacent to the current Service Areas, or otherwise.

The Authority is seeking innovative and effective approaches, methods and improvement strategies designed to achieve goals as stated in this RFP.

This RFP is subject to the requirements of New York State Public Authorities Law, Article 9, Title 5-A, Disposition of Property by Public Authorities. The Authority reserves the right to request additional information from Proposers to select the Successful Proposer in accordance with such requirements.

### **2.1.1 - Equal Employment Opportunity (EEO) Requirements**

By submission of a Proposal in response to this RFP, the Proposer agrees that if awarded the Lease Agreement it shall comply with all terms and conditions of the Lease Agreement concerning non-discrimination and equal employment opportunities, including, but not limited to, those specified in Appendix A, Clause 4 – Non-Discrimination Requirements and Appendix A Clause 11 - Equal Employment Opportunities for Minorities and Women of Appendix A, the Standard Clauses for the New York Thruway Authority Contracts,

Proposers shall complete and submit the Equal Employment Opportunity Staffing Plan - Form EEO2 (Supplement 3), to the Authority as part of their Proposal.

If awarded the Lease Agreement, the Successful Proposer shall submit an Amended Work Force Employment Utilization - Form EEO1 and shall require each of its subcontractors to submit form EEO1, in such format as shall be required by the Authority on a quarterly basis during the Term of the Lease Agreement. The electronic fillable form may be obtained by downloading and saving from the following link: <https://esd.ny.gov/doing-business-ny/mwbe/mwbe-executive-order-162>.

Please note that pursuant to Executive Order 162, the Successful Proposer and its subcontractors shall also provide information, in addition to the information requested in the Amended Workforce Utilization Form EEO 1, regarding compensation of employees performing work under the Lease Agreement in such format as shall be required by the Authority on a quarterly basis during the Term of the Lease Agreement.

The Proposer will be required to submit an Equal Employment Opportunity Policy Statement - Form EEO3 (Supplement 4), to the Authority with its Proposal.

### **2.1.2 – Participation Opportunities for Minority and Women-Owned Business Enterprises (MWBE)**

REQUIREMENTS AND PROCEDURES FOR PARTICIPATION BY NEW YORK STATE-CERTIFIED MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN

#### **NEW YORK STATE LAW**

Pursuant to New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations, the Authority is required to promote opportunities for the maximum feasible participation of New York State-certified Minority and Women-owned Business Enterprises (“MWBEs”) and the employment of minority group members and women in the performance of Authority contracts, including such contracts for the lease of real property where the terms of such leases provide for the construction, demolition, replacement, major repair or renovation of real property and improvements thereon.

#### **Business Participation Opportunities for MWBEs**

For purposes of this solicitation, the Authority hereby establishes an overall aggregate goal of 28% for MWBE participation for the construction, demolition, replacement, major repair or renovation and related professional services throughout the life of the Lease Agreement and improvements thereon (including change orders in all phases of the project for the duration of the Lease Agreement) (to be determined based on the current availability of MWBEs at each project site). All service area locations shall be taken into account.

The Operator must document its good faith efforts to provide meaningful participation by MWBEs as subcontractors and suppliers in the performance of the Lease Agreement. The directory of MWBEs can be viewed at: <https://ny.newnycontracts.com>. For guidance on how the Authority will evaluate an Operator’s “good faith efforts,” refer to 5 NYCRR § 142.8.

The Proposer understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. For construction contracts, the portion of a contract with an MWBE serving as a supplier that shall be deemed to represent the commercially useful function performed by the MWBE shall be 60% of the total value of the contract. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be the monetary value for fees, or the markup percentage, charged by the MWBE. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25% of the total value of the contract.

In accordance with 5 NYCRR § 142.13, the Proposer further acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Lease Agreement resulting from this RFP, such finding constitutes a breach of contract and the Authority may assess liquidated damages. Such liquidated damages shall be calculated as an amount equaling the difference between: (1) all sums identified for payment to MWBEs had the Operator achieved the contractual MWBE goals; and (2) all sums actually paid to MWBEs for work performed or materials supplied under the Lease Agreement. Additionally, the Authority may deny the approval of subcontractors who are not MWBEs.

By submitting a Proposal, a Proposer agrees to demonstrate its good faith efforts to achieve the applicable MWBE participation goals by submitting evidence thereof to **Compliance@thruway.ny.gov**, provided, however, that a Proposer may arrange to provide such evidence via a non-electronic method by contacting the Authority's Compliance Unit at (518) 471-5830.

Proposers will be required to submit the following documents and information as evidence of compliance with the foregoing:

- A. MWBE Utilization Plan (TA-W1022) and AAPHC-89 - DBE/MWBE Utilization Worksheet /Approval to Subcontract (TA-W1037), which should provide MWBE utilization information for the duration of the Lease Agreement. The MWBE Utilization Plan shall take into account all 27 service areas.

The Authority will review the submitted MWBE Utilization Plan(s) and advise the Proposer selected for the award of the Lease Agreement of the Authority's acceptance or issue a notice of deficiency within 30 days of receipt or the issuance of a tentative award, whichever is later.

- B. If a notice of deficiency is issued, the Proposer will be required to respond to the notice of deficiency within seven (7) business days of receipt by submitting to the Compliance Unit, via Compliance@thruway.ny.gov, a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by the Authority to be inadequate, the Authority shall notify the Proposer and direct the Proposer to submit, within five (5) business days, a request for a partial or total waiver of MWBE participation goals. Failure to file the waiver form in a timely manner may be grounds for disqualification of the Proposal.

The Authority may disqualify a Proposer as being non-responsive under the following circumstances:

- a) If a Proposer fails to submit the MWBE Utilization Plan(s);
- b) If a Proposer fails to submit a written remedy to a notice of deficiency;
- c) If a Proposer fails to submit a request for waiver; or

- d) If the Authority determines that the Proposer has failed to document good faith efforts.

The Operator will be required to attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan(s), during the performance of the Lease Agreement. Requests to the Authority for a partial or total waiver of established goal requirements made subsequent to award of the Lease Agreement may be made at any time during the term of the Lease Agreement.

Any modifications or changes to an accepted MWBE Utilization Plan after the Lease Agreement award and during the term of the Lease Agreement must be reported on a revised MWBE Utilization Plan and submitted to the Authority for review and approval.

The Operator will be required to submit over the term of the Lease Agreement monthly [Payments to DBE/MWBE Subcontracting Firms](#) reports (form TA-W1023) to the Authority, by the 10<sup>th</sup> day of the month, for the previous month being reported. These reports shall disclose payment activities during the preceding month to document the progress made toward achievement of the MWBE goals of the Lease Agreement.

**Please Note: Failure to comply with the foregoing requirements may result in a finding of non-responsiveness, non-responsibility and/or a breach of the Lease Agreement, leading to the assessment of damages, suspension or termination of the Lease Agreement or such other actions or enforcement proceedings as allowed by the Lease Agreement.**

### **2.1.3 – Participation Opportunities for New York State Certified Service-Disabled Veteran-Owned Business**

Article 17-B of the New York State Executive Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses (“SDVOB”), thereby further integrating such businesses into New York State’s economy. The Authority recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of Authority contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Proposers shall consider SDVOBs in the fulfillment of the requirements of the Lease Agreement. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

The Authority hereby establishes an overall goal of 6% for SDVOB participation, based on the current availability of qualified SDVOBs. For purposes of providing meaningful participation by SDVOBs, the Proposer/Operator should reference the directory of New York State Certified SDVOBs found at:

[https://ogs.ny.gov/veterans/Docs/CertifiedNYS\\_SDVOB.pdf](https://ogs.ny.gov/veterans/Docs/CertifiedNYS_SDVOB.pdf).

Questions regarding compliance with SDVOB participation goals should be directed to the Authority Designated Contacts. Additionally, following Lease Agreement execution, the Operator is encouraged to contact the Office of General Services' Division of Service-Disabled Veterans' Business Development at 518-474-2015 or [VeteransDevelopment@ogs.ny.gov](mailto:VeteransDevelopment@ogs.ny.gov) to discuss additional methods of maximizing participation by SDVOBs on the Lease Agreement.

In accordance with 9 NYCRR § 252.2(n), the Operator must document "good faith efforts" to provide meaningful participation by SDVOBs as subcontractors or suppliers in the performance of the Lease Agreement.

Proposers will be required to submit the following documents and information as evidence of compliance with the foregoing:

- A. In accordance with 9 NYCRR § 252.2(i), Proposals shall include a completed SDVOB Utilization Plan on Form SDVOB 100. The Utilization Plan shall list the SDVOBs that the Proposer intends to use to perform the Lease Agreement, a description of the work that the Proposer intends the SDVOB to perform to meet the goals on the Lease Agreement, the estimated dollar amounts to be paid to an SDVOB, or, if not known, an estimate of the percentage of work the SDVOB will perform. By signing the Utilization Plan, the Proposer acknowledges that making false representations or providing information that shows a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in consequences including, but not limited to, termination of the Lease Agreement for cause and/or loss of eligibility to submit future bids.

The Authority will review the submitted SDVOB Utilization Plan and advise the Proposer of the Authority acceptance or issue a notice of deficiency within 20 days of receipt.

- B. If a notice of deficiency is issued, Proposer agrees that it shall respond to the notice of deficiency, within seven business days of receipt, by submitting to the Authority a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by the Authority to be inadequate, the Thruway shall notify the Proposer and direct the Proposer to submit, within five business days of notification by the Authority, a request for a partial or total waiver of SDVOB participation goals on SDVOB 200. Failure to file the waiver form in a timely manner may be grounds for disqualification of the Proposal.

The Authority may disqualify a Proposal as being non-responsive under the following circumstances:

- (a) If a Proposer fails to submit a SDVOB Utilization Plan;
- (b) If a Proposer fails to submit a written remedy to a notice of deficiency;
- (c) If a Proposer fails to submit a request for waiver; or

- (d) If the Authority determines that the Proposer has failed to document good faith efforts.

If awarded the Lease Agreement, the Operator certifies that it will follow the submitted SDVOB Utilization Plan for the performance of SDVOBs on the Lease Agreement pursuant to the prescribed SDVOB Lease Agreement goals set forth above. Any modifications or changes to the agreed participation by SDVOBs after the Lease Agreement award and during the term of the Lease Agreement must be reported on a revised SDVOB Utilization Plan and submitted to the Authority.

The Operator further agrees that a failure to use SDVOBs as agreed in the Utilization Plan unless a waiver is obtained shall constitute a material breach of the terms of the Lease Agreement. Upon the occurrence of such a material breach, the Authority shall be entitled to any remedy provided herein, including but not limited to, a finding of Operator non-responsibility.

In accordance with 9 NYCRR § 252.2(m), a Proposer/Operator that is able to document good faith efforts to meet the goal requirements may submit a request for a partial or total waiver on Form SDVOB 200, accompanied by supporting documentation. A Proposer may submit the request for waiver at the same time it submits its SDVOB Utilization Plan. If the documentation included with the Proposer's/Operator's waiver request is complete, the Authority shall evaluate the request and issue a written notice of acceptance or denial within 20 days of receipt or the issuance of a tentative award, whichever is later. **Prior to submission of a request for a partial or total waiver, Proposer/Operator shall speak to Authority Designated Contacts for guidance.**

Operator shall attempt to utilize, in good faith, the SDVOBs identified within its SDVOB Utilization Plan, during the performance of the Lease Agreement. Requests for a partial or total waiver of established goal requirements made subsequent to Lease Agreement award may be made to the Authority at any time during the term of the Lease Agreement.

In accordance with 9 NYCRR § 252.2(q), the Operator is required to report SDVOB Contractor Compliance to the Authority during the term of the Lease Agreement on a quarterly basis for the preceding quarter's activity, documenting progress made towards achieving the Lease Agreement SDVOB goals. This information must be submitted using form SDVOB 101 available on the Authority's website and should be completed by the Operator and submitted to the Authority by the 10th day following each end of quarter during the term of the Lease Agreement, for the preceding quarter's activity to: [Compliance@thruway.ny.gov](mailto:Compliance@thruway.ny.gov).

If the Authority, upon review of the SDVOB Utilization Plan and Monthly SDVOB Compliance Report (SDVOB 101) determines that Operator is failing or refusing to comply with the Lease Agreement goals and no waiver has been issued in regards to such non-compliance, the Authority may issue a notice of deficiency to the Operator. The Operator must respond to the notice of deficiency within seven business days of receipt. Such response may include a request for partial or total waiver of SDVOB Lease Agreement goals.

In accordance with 9 NYCRR § 252.2(s), if the Operator is found to have willfully and intentionally failed to comply with the SDVOB participation goals set forth in the Lease Agreement, shall be found to have breached the Lease Agreement and the Operator shall pay damages as set forth therein.

**ALL FORMS ARE AVAILABLE AT:** <https://ogs.ny.gov/veterans/>

## **Section 2.2 – Scope of Services**

### **2.2.1 - Required Services**

The Operator shall be required to reconstruct, renovate and substantially improve (the “**Initial Improvements**”) the Service Areas in consideration of the current condition and service level in order to achieve the level of performance described in this RFP. While undertaking these construction activities, the Operator will also be required to assume operations and maintenance responsibility for those Service Areas not out of service due to construction. The scope of required services to be included in the Proposal shall include the following activities and services related to the redevelopment, operation and maintenance of all Service Areas:

#### **A. Cleanliness, Maintenance, and Repair Obligations**

1. The Operator shall ensure the cleanliness and functionality of all parts of the leased portion of the Service Areas regularly used by the public, especially the restrooms;
2. The Operator shall implement a program to renovate, upgrade and or improve the décor and appurtenances in the dining areas, lobbies, restrooms, vestibules, and concepts at regular intervals, or sooner if the Authority provides reasonable justification for the action;
3. The Operator shall use cleaning products that minimize potential impacts to human health and environment. Use of these products must be consistent with the manufacturers recommended use for the protection of public health and safety in conformance with the policies outlined in New York State Executive Order 134 (“**EO-134**”) and in compliance with the objectives of New York State Executive Order 4 (“**EO-4**”).

A copy of EO-134 can be obtained by following this link:

<https://www.ogs.state.ny.us/purchase/spg/pdfdocs/EO134.pdf>.

A copy of EO-4 can be obtained by following this link:

[https://www.health.ny.gov/funding/rfp/inactive/0901060428/eo\\_4\\_green\\_procurement.pdf](https://www.health.ny.gov/funding/rfp/inactive/0901060428/eo_4_green_procurement.pdf)[https://www.health.ny.gov/funding/rfp/inactive/0901060428/eo\\_4\\_green\\_procurement.pdf](https://www.health.ny.gov/funding/rfp/inactive/0901060428/eo_4_green_procurement.pdf)

The Operator will be required to select janitorial cleaning products and equipment that are packaged ecologically; use products and equipment considered environmentally beneficial and/or recycled products that are phosphate free, non-corrosive, non-flammable and fully biodegradable and minimize the use of harsh chemicals and the release of irritating fumes;

4. The Operator's capital investments in the improvements shall be reasonably significant and sufficient to operate and maintain the Service Area facilities at high levels of performance, cleanliness, access and condition to minimize the need for on-going and repetitive repairs or rehabilitation activity;
5. The Operator shall ensure that all Service Area facilities and sites are operated in an environmentally responsible manner to promote sustainability, including incorporating Leadership in Energy and Environmental Design ("**LEED**") principles and renewable sources of energy to support Executive Orders for, 88 and 166;
6. The Operator shall maintain the interior and exteriors of all buildings and equipment, and all exterior aspects of the property including landscaping and plant life, parking areas and walkways at the highest possible level throughout the Term of the Lease Agreement;
7. The Operator shall provide recycling programs for each Service Area for both the Operator and customers for glass, aluminum, paper and plastic at a minimum and maintain a sufficient number of receptacles to serve traffic levels. Receptacles shall be placed both inside and outside the Service Area food facility building for customer use;
8. At each publicly accessible entrance to the Service Area buildings, the Operator shall provide and maintain an electronic visitor counting system. This system must have the capability not only to collect visitor foot traffic data, but also to extrapolate the data into various reports for comparison (e.g., day/week/month, dayparts, date to date comparisons, etc.). The Authority must have access to this system electronically at all times;
9. The Operator shall provide a 3' x 5' reflective logo panel for each restaurant concept for installation by the Authority on motherboard signs using the sign specifications to be provided by the Authority. The Authority shall provide and maintain a minimum of three (3) motherboard signs for each restaurant portion of the Service Area and one (1) motherboard sign for other services provided by the tenants of the Operator and the Authority at all Service Area locations. The concept logo panels shall be replaced by the Operator when they become faded, worn or the concept changes. All traffic signs on the mainline and within the Service Area will be maintained by the Authority. No signs shall be implemented by the Operator without the review and written approval of the Authority;
10. The Operator shall maintain the freestanding, cantilevered, lighted sign that is situated at least one-half mile ahead of the deceleration ramp of each Service



Area. The Operator shall provide and install the required logo panels as appropriate for each restaurant concept and replace when they become worn, faded or when concepts change. Light bulbs for this sign must be changed quarterly by the Operator, and as needed, to ensure that it is always lighted. Pole mounted electrical and transformer boxes, as well as electrical lines back to the main power panel, shall be maintained, repaired or replaced as necessary by the Operator. The cantilevered sign base pole and over-the-road structure shall be installed, maintained, repaired or replaced, as necessary, by the Operator with the review and written approval of the Authority. The Operator shall provide electrification and illumination to the cantilevered sign at Ramapo Service Area and provide an electrified and illuminated cantilevered sign at least one-half mile away from the deceleration ramp for the Sloatsburg Service Area. All work done to install, maintain, repair or replace cantilevered signs shall be the responsibility of the Operator with the review and written approval of the Authority. The Authority reserves the right to inspect the cantilever sign structures for safety and to ensure proper maintenance at any time;

11. The Operator shall be responsible to pay all utility costs (regular recurring monthly expenses as well as payment and performance of any and all repairs, replacements, or extensions to municipal or provider systems) for all services on or related to the operation and maintenance of the Service Areas;
12. The Operator shall provide and maintain flag poles and flags at each Service Area. Each Service Area is required to have a U.S. flag, New York State flag, POW-MIA flag, applicable poles and required lighting for the flags. Flags must never be worn, torn, tattered or faded. Flags must be raised and lowered in accordance with proclamations by the Governor and as directed by the Authority; and
13. The Operator shall develop and implement a security plan to ensure the safety of all who are at the Service Areas, including visitors and employees (the “**Safety and Security Plan**”). The Operator shall provide adequate and proper lighting and ongoing maintenance of lighting throughout the properties; address the confluence of passenger vehicles and trucks; and provide and implement a Safety and Security Plan that maximizes security based on threats that evolve over time; provides secure access for restricted/private areas; and includes indoor and outdoor multi-camera video surveillance with minimum 30-day capacity for retention of recordings.

## **B. Operations, Food Service and Staffing**

1. The Operator shall operate the Service Areas in a manner that continuously meets the preferences of the traveling public, at the highest possible industry levels;
2. Each Service Area, except for “Level 1” Service Areas or equivalent design (as described in Exhibit 5), shall at all times have a trained, qualified and experienced manager on-site to respond quickly and decisively in all matters affecting the operation of the premises;

3. The Operator shall provide sufficient levels of trained and qualified personnel or subcontractors that may be needed 24/7/365 to perform all of the food & beverage, retail, janitorial, snow removal, ice control, site landscaping, building and site repair, environmental services, and any other tasks that may be needed for the proper and successful operation of the Service Areas;
4. The Operator shall provide Common Area Maintenance ("**CAM**") staff at every Service Area whose sole responsibility is to maintain the cleanliness, appearance, amenities and conveniences in all customer areas including, but not limited to, restrooms, lobbies, dining areas, concept front counter areas, gift shops, vending areas, vestibules, landscaping, patios, sidewalks, curbs, car parking areas, truck parking areas, playgrounds, picnic areas, and pet areas, if applicable, to the site;
5. The Operator shall have, at a minimum, three (3) CAM staff working at each Service Area, except "Level 1" Service Areas or equivalent design (as described in Exhibit 5), 7 days per week between the hours of 6:00 AM and 10:00 PM, and two (2) CAM Staff working between the hours of 10:00 PM and 6:00 AM, unless a Service Area is closed for construction. For "Level 1" Service Areas or equivalent, a minimum of one (1) CAM staff shall be staffed 24 hours per day, 7 days per week, 365 days a year, unless a Service Area is closed for construction. On holidays and the busier travel days that surround them, the Operator shall have a minimum of one (1) additional CAM person staffed at each Service Area. Those days include, but are not limited to: Memorial Day, Independence Day, Labor Day, Columbus Day and Thanksgiving Day;
6. Prices charged for food and beverages shall be based on surveys of similar food and beverage offerings in near-by off-road locations approved by the Authority. Prices charged for all food and beverage items shall be set no more than 10% above the survey average for such items, as referenced in Appendix B, Key Terms of Lease Agreement;
7. Each Service Area shall remain open 24 hours per day, 7 days per week with access to restrooms, lobbies, dining areas, ATM's and vending, if applicable;
8. Each Service Area shall remain open 24 hours per day, 7 days per week with at least one (1) food service concept that offers continuous hot and cold food and beverage options, candy, snacks, healthful options and bottled beverages; other than at "Level 1" Service Areas or equivalent design (as described in Exhibit 5);
9. Service Areas shall provide a wide variety of food and beverage options, including an array of healthful food options; and
10. Service Areas shall offer NYS Department of Agriculture and Markets approved Taste NY products for sale at Service Areas, except at "Level 1" Service Areas or equivalent design (as described in Exhibit 5). All Taste NY food and beverages must be grown, produced or processed in New York State and may not be a

nationally recognized brand. Any exceptions to this must be approved by the NYS Department of Agriculture and Markets. For “Level 2A and 2B” Service Areas or equivalent design (as described in Exhibit 5), the Operator shall dedicate a minimum of 500 square feet of space for the sale of these products through shelf stable dry goods and open air coolers for grab and go beverages and other food items. At “Level 3” Service Areas or equivalent design (as described in Exhibit 5), the Operator shall dedicate a minimum of 1000 square feet of space for the sale of these products through shelf stable dry goods, open-air coolers for grab and go beverages, salads, soups, sandwiches and more. Everything placed inside or under Taste NY space must comply with these guidelines.

### C. Enhanced Customer Services

1. To promote New York State and local tourism destinations, the Operator shall provide, maintain and update digital kiosks with an interactive New York State map and an impactful video screen, reserved solely for New York State tourism information for the benefit of the customers at each Service Area. Kiosk and video content will be provided by the Empire State Development Corporation (“**ESDC**”) through the I♥NY program. Additionally, the Operator shall provide sleek and modern brochure racks, as designed by ESDC, to accommodate New York State tourism literature as provided through the I♥NY program and approved local tourism partners according to guidelines established by ESDC;
2. At least one (1) Automated Teller Machine (“**ATM**”) shall be provided at each Service Area;
3. The Operator shall provide an Automatic External Defibrillator (A.E.D.) at each Service Area. It is the responsibility of the Operator to ensure that provisions are made for training their personnel in its use, maintenance, upkeep and related responsibilities as it pertains to having this device on the premises;
4. The Service Areas shall be technologically advanced with respect to current technology and reasonably anticipated future technologies. These technological features shall be state-of-the-art and must include, but not be limited to, access to electrical outlets for electronic devices, various payment methods for services, cable/satellite feeds and access to weather, road and construction conditions;
5. Customer Satisfaction Surveys, Mystery Shopper Programs or other customer feedback programs shall be implemented and maintained. A procedure for the continuous monitoring of social media (Facebook, Twitter, Instagram, Snapchat, Yelp! and other platforms that exist now or in the future) shall be developed with a mechanism to respond promptly to complaints, safety concerns, suggestions, and compliments. Reports generated from these programs shall be submitted to the Authority semi-annually;

6. A retail tenant at each location, except at the “Level 1” Service Areas or equivalent design (as described in Exhibit 5) shall sell E-ZPass transponders and other related merchandise. The Authority reserves the right to require the sale of E-ZPass transponders and other such merchandise at any Service Area locations as technology changes and needs arise; and
7. The Operator shall provide enhanced services for Commercial Truck Drivers at select “Level 2B” Service Areas or equivalent design (as described in Exhibit 5), at a minimum of four (4) locations with a historically high level of overnight parking. Services to be considered include, but are not limited to, designated lounge area with secured indoor separate entrance, couches, tables, single occupancy shower facilities, lockers, recreation facilities and televisions; separate restroom facilities; coin operated washers and dryers; expanded truck parking; truck washing; preventative maintenance services (e.g.: oil changes, truck top snow scraper system); interstate certified scales; truck parking space detection system; truck parking reservation program; truck electrification and increased availability of trucker supplies (e.g.: toiletries, truck maintenance supplies).

#### **D. Transition Plan**

1. The Operator will be required to submit a Transition Plan that is acceptable to the Authority, as further described in Appendix B, Key Terms of Lease Agreement;
2. The Transition Plan shall place a priority on minimizing the disruption of services provided to customers. At no time during the transition, construction and redevelopment phase shall consecutive Service Areas be closed in the same direction of travel; and
3. The Transition Plan shall address the interim operations prior to and during renovation and construction and employee training and signage for all Service Areas.

#### **E. Reconstruction, Renovation and Other Substantial Improvements**

The Operator will be required to undertake and determine the level of reconstruction, renovation or other substantial improvements of the Service Areas, subject to the minimum requirements described below. The Operator will be required to submit a Project Management Plan that sets forth a schedule for when it will reconstruct, renovate and substantially improve each of the Service Areas and describe the scope of work, anticipated work schedule and potential impact on service and access to each Service Area facility. For each Service Area at least three (3) months prior to the commencement of any reconstruction, renovation or other substantial improvements, the Operator shall submit a detailed Service Area-specific Project Management Plan with a development schedule identifying the scope of work, major milestones, intended date of work commencement and completion, required third-party approvals, anticipated impacts on operations, access and revenue, and potential inconveniences to users. The Service Area-specific Project Management Plan shall include an impacts mitigation plan and

stakeholder communications plan that shall be appended to the Project Management Plan.

The following minimum requirements encompass all activities related to the reconstruction, renovation or other substantial improvements to the Service Area facilities, as well as continuous operation as contemplated by this RFP.

1. Perform significant site redevelopment including, to the greatest extent feasible, redevelop buildings, and reconfiguring parking areas so as to improve the safety and service to the traveling public to the greatest extent possible. All redevelopment shall comply with all applicable statutes, rules and regulations, ordinances and codes;
2. Allow for continuous access to the separately-contracted fueling services during redevelopment;
3. With regard to restrooms, the Operator shall provide, without limitation, all new wall and floor materials as well as new toilet partitions and fixtures that are attractive, durable, and easily cleaned. Consideration shall be given to the aesthetic appearance, slip resistance, and durability of materials that should be fit for the intended purpose;
4. Restrooms shall be completely refurbished every eight (8) to ten (10) years at the Authority's direction and Operator's expense, unless the Operator presents evidence to the Authority that supports delaying the complete refurbishment. The design and construction must be approved by the Authority;
5. Restrooms shall be reconfigured so as to allow for thorough and complete cleaning without impacting patrons' use of the restrooms during the cleaning process. The designs shall be compliant with code/regulations for green building/conservation requirements;
6. All Service Areas shall have at least two accessible single unisex or "Family Assist" restrooms with manual flush toilets;
7. The buildings shall have easy access to any wiring or equipment rooms. These rooms should accommodate all technological needs of the buildings as well as be flexible to accept any future technology developments;
8. The overall design of the Service Area facilities shall anticipate future demand and changes in customer preferences;
9. As a service to Thruway travelers and to promote New York State agri-tourism through the Taste NY farm market program, the Authority encourages New York State farmers to set up farm markets at Service Areas. The Operator shall provide an outdoor covered structure, in a minimum of 400 square feet, for farm markets, except at "Level 1" Service Areas or equivalent design (as described in Exhibit 5);

10. The Operator shall provide a screened area for dumpsters, bulk recycling and kitchen grease storage with appropriate pest and vermin control measures in place;
11. The Operator shall ensure that all Service Area facilities and sites are designed in an environmentally responsible manner to promote sustainability, including incorporating LEED principles and renewable sources of energy to support Executive Orders for, 88 and 166. Some example elements include, but are not limited to the following:

- a. **Site Design**

1. Sustainable site design which includes measures to protect and enhance the sites ability to regulate climate, provide cleaner air and water, and improve the quality of the customer experience;
    2. Rainwater management; such as rain barrels for the collection of rain water for irrigation purposes;
    3. Installation of rain gardens for stormwater management;
    4. Reduction in Light Pollution, and where possible, elimination of light pollution including sky glow, glare and light trespass;
    5. Use of native, non-invasive landscaping, commercially available, that is drought resistant and low maintenance; and
    6. Use of green space to promote a pleasing and comfortable experience for customers.

- b. **Service Area Facility Design**

1. Interior Open Space Design to maximize use of natural light;
    2. Water Use Reduction (Low flow fixtures);
    3. High efficiency condensing boilers;
    4. High efficiency air handlers with variable capacity cooling system and variable speed fans;
    5. Air-side economizers on air handling units;
    6. Demand control ventilation to monitor and maintain fresh air conditions in public spaces;
    7. Natural ventilation to eliminate mechanical cooling during moderate weather conditions;
    8. Radiant floor heating to reduce fan power during heating season; and
    9. Building management control system to maximize operating efficiency.

12. The Operator must comply with the following requirements:

- a. **Labor Law:** Installation and construction work shall be considered public work and subject to the requirements of Articles 8 and 9 of the New York State Labor Law. For installation and construction work, all on-site workers shall be paid at least prevailing wages according to the schedule found at:

<http://wpp.labor.state.ny.us/wpp/publicViewProject.do?method=showIt&id=881439>.

The Operator and/or all subcontractors shall ensure that workers are paid the appropriate wages and supplemental (fringe) benefits. The Operator and/or all subcontractors shall obtain periodic wage rate schedule updates from the NYS Department of Labor (NYSDOL). Wage rate amendments and supplements are available on the NYSDOL website at [www.labor.ny.gov](http://www.labor.ny.gov). All changes or clarification of labor classification(s) and applicability of prevailing wage rates shall be obtained in writing from the Office of the Director, NYSDOL Bureau of Public Work.

- b. **Architectural and Design Codes and Standards:** The Operator must comply with all Architecture and Designs and Code Standards as specified in Appendices F and G.

#### **F. Quality Management Plan**

The Operator shall be required to develop a Quality Management Plan that encompasses all activities related to the design, construction, operation and maintenance of the Service Areas, including but not limited to, required reconstruction, redevelopment and other substantial improvements and required operation, maintenance, repair, food and customer services. The Quality Management Plan shall describe the processes and procedures that the Operator will employ to ensure compliance with the performance standards specified in the Lease Agreement utilizing the highest industry standards of quality control and assurance. The Quality Management Plan shall identify Operator monitoring activities and schedules, and define related corrective actions for compliance with the performance standards specified in the Lease Agreement. The Operator shall submit records of non-conformance and corrective action taken with respect to the performance standards specified in the Lease Agreement to the Authority on a monthly basis. Such records and related performance compliance will be subject to audit and verification by the Authority or its authorized representative.

#### **G. Conceptual Plan**

To provide guidance, the Authority has established an initial Conceptual Plan, set forth in Exhibit 5, which envisions four (4) prototypes based on the required services with a variety of amenities and services designed to meet the customer's needs. By carefully considering sales history, site configurations and conditions, the spacing between Service

Areas and traffic patterns, the Authority assigned a proposed “Level” (i.e., Level 1, Level 2A, Level 2B and Level 3) to each Service Area on the Thruway system that is in conformance with the Authority’s objectives. Please refer to Exhibit 5 for additional details on the prototypes.

Subject to the requirements specified below in this subsection, the prototype designs in the Conceptual Plan are not mandatory or binding on Proposers in any respect. Proposers may, but are not required to, utilize all or any portion of the prototype designs in the Conceptual Plan in the preparation of the Proposals. In the event a Proposer deviates from the prototype designs in the Conceptual Plan, its Proposal shall clearly describe how its design differs from the Authority prototype design and identify the equivalent “Level” for such design based on the Authority’s prototype designs in the Conceptual Plan.

The Proposal shall include no more than four (4) “Level 1” (or the Proposer’s design equivalent) “Limited” Service Areas or fewer than seven (7) “Level 3” (or Proposer’s design equivalent) “Flagship” Service Areas. Subject to the foregoing requirements, all Proposals shall include some “Level” of service consistent with those set forth in the Conceptual Plan at each of the existing 27 Service Areas.

Proposers are not entitled to rely on the Conceptual Plan information as accurately describing existing conditions, design, engineering or maintenance solutions or directions, or defining means or methods for complying with the requirements of this RFP or the Lease Agreement.

## **2.2.2 - Recommended Services**

The following services are desirable and even though they are not required, will be evaluated and may result in a higher score if included in the Proposal. Thus, Proposers should consider this when deciding whether or not to offer recommended services as part of their Proposal. Any proposed recommended services approved by the Authority will be included in the Lease Agreement.

1. A minimum of ten (10) parking spaces for every 1,000 gross square feet of the main building and a minimum of two (2) bus passenger drop-off/pick-up points situated close to the entrance of the main building. Subject to the foregoing requirements, Proposers may re-configure, or where applicable and possible, expand the parking capabilities at the property so as to support the appropriate number of cars at peak times and to increase the available spaces for truck parking. It is critical that in developing such additional spaces for truck parking that Proposers are sensitive to and address the noise and emissions associated with idling trucks. The Successful Proposer will be responsible for any noise mitigation, including the provision of any noise barriers that might be required;



2. Proposers may provide an opportunity for advertising, sponsorships, naming rights, promotional partnerships, product sampling, merchandise displays, and the rental of space for special events;
3. Proposers may provide Drive-Thru Service. If proposed, Drive-Thru service shall comply with the following criteria:
  - a. 8 to 10 vehicle queuing in the drive-thru lane.
  - b. Operate in a counter-clockwise direction.
  - c. A parallel lane must be provided adjacent to the drive-thru lane to allow vehicles to exit the drive-thru or pass stalled vehicles.
  - d. Clearances for any overhangs or signage shall accommodate anticipated vehicle sizes (Cars and Single Unit Trucks).
  - e. Drive-Thru service cannot interfere with the overall flow and safety of the site.
4. Provide innovative solutions and the use of new technologies to reach, inform, and interact with the public and potential customers in new and exciting ways that extend the traditional reach of the Service Areas. Respondents are encouraged to download and review the New York State Thruway Mobile App (iOS | Android) as such an example; and are also encouraged to suggest ways to leverage these and or other digital platforms to further promote the Service Areas to the benefit of all parties;
5. During peak travel periods, Proposers are encouraged to provide Travel Counselors with New York State Tourism experience to assist motorists with finding destinations and discovering additional New York State attractions and historical sites;
6. Proposers may provide lactating rooms and/or private facilities for nursing mothers; and
7. Proposers may provide secured, clean and climate controlled areas for pets outdoors while pet owners are inside the food facility.

## **Section 2.3 – Financial Requirements**

### **2.3.1 - Capital Investment Plan**

Proposers will submit, as part of the Proposals, a Capital Investment Plan (including monetary value) for each Service Area that will incorporate the total amount to be expended by the Operator for construction of the Initial Improvements (“**Capital Investment**”) made during the period of construction of the Initial Improvements (“**Redevelopment Period**”) and provide funding for a Renewal and Replacement Reserve Account for the subsequent years over the Term of the Lease Agreement, as further described in Appendix B, Key Terms of Lease Agreement. The annual amount to

be funded into the Renewal and Replacement Reserve Account for each Service Area will be calculated using a minimum of 1% of the actual total Capital Investment the Operator expended during the Redevelopment Period per Service Area, but no less than what is proposed as the minimum Capital Investment for each Service Area, based on when the Service Area is opened to the Public. The Capital Investment Plan shall describe how much will be spent in the subsequent annual periods following the Redevelopment Period for each Service Area for maintaining and upgrading each Service Area's facilities over the Term of the Lease Agreement.

### **2.3.2 – Renewal and Replacement Plan**

Funds in the Renewal and Replacement Reserve Account may be used to pay for renewal and replacement capital improvement expenditures ranging from minor repairs to major remodeling or refreshing of the Service Area that cost more than \$2,500.00 and have a minimum useful life of three (3) years. Renewal and replacement capital improvements that cost more than \$15,000.00, shall require written pre-approval from the Authority's Director of Maintenance and Operations. Proposers should refer to Appendix F and the supporting documents available through this link:

<https://www.thruway.ny.gov/external/service-area-rfp/index.html> for specific building assessments of current Service Area facilities and current building codes and standards for reconstruction/renovations. All items toward which reinvestment capital expenditures are applied shall be deemed to be the property of the Authority.

Funds in the Renewal and Replacement Reserve Account that are not expended in any year after the Redevelopment Period shall remain in the Renewal and Replacement Reserve Account to be used in future years during the Term of the Lease Agreement and can, at the Authority's sole discretion based on a Renewal and Replacement Plan submitted by the Operator and approved by the Authority, be rolled forward into the next annual renewal and replacement period. The Authority reserves the right to require the Operator to remit the unspent funds to the Authority during the Term of the Lease Agreement. Any funds not expended upon the expiration of the Term on December 31, 2052, or upon any earlier termination of the Lease Agreement, shall be remitted to the Authority.

### **2.3.3 - Rental Revenue from Operations**

The Authority is seeking a reliable and steadily growing revenue stream over the Term of the Lease Agreement. The Authority requires submission of a Proposal that provides for rent prior to closing the location during transitional operations, suspending the rent during the Redevelopment Period to the extent a Service Area is closed (with no sales) as permitted by the Authority, a percentage of Gross Sales based rent with a Minimum Annual Guaranteed (“**MAG**”) rent for the new redeveloped Service Area commencing on

the Opening Date and additional rental revenue when new services, goods or other opportunities are offered in the future, as further described below.

1. A rent based on the MAG during transition shall be provided on a monthly basis at the start of the Lease Agreement on January 1, 2020 for Group 1 Service Areas or starting on January 1, 2023 for the Group 2 Service Areas (currently operated by McDonald's Corporation) or date negotiated relative to the transition from the current operator while the restaurants, gift stores, etc. and Service Area remains open. The rent shall be suspended once development of the Service Area occurs and is closed for construction and there are no sales. The construction period will be established for each Service Area and liquidated damages, in a daily amount based on the Minimum Annual Guaranteed rent, may be assessed if the project is delayed more than thirty (30) days past the scheduled Opening Date set forth in the Lease Agreement, as further described in Appendix B, Key Terms of Lease Agreement.
2. Monthly payments to the Authority based on a percentage of Gross Sales, subject to a MAG rent, (pro-rated for the year in which the redeveloped Service Area opens), of the new Service Area will recommence on the Opening Date for such Service Area, as further described in Appendix B, Key Terms of Lease Agreement. Rent would be due by the 15<sup>th</sup> of each month, based on the Gross Sales of the previous month. Late payment would be subject to 1% of the rent owed for each day late.

### **ARTICLE III – Proposal Requirements**

#### **Section 3.1 – Content of Proposal**

##### **3.1.1 - Proposal Content**

The following is a list of the information that each Proposer must provide in its Proposal. The Authority reserves the right to, in its sole discretion, disqualify a Proposal that does not include all of the information required below.

To expedite the review of submissions, the Authority requests that the technical Proposal be submitted in a binder marked "Technical Proposal" with the material separated by tabs numbered/lettered to match the specific information requested below; provided, however, that the Fee Proposal shall be submitted in a separate envelope marked "Fee Proposal" and the capital investment and renewal and replacement plan in a separate envelope marked "Capital Proposal". Additional information, if any, should be submitted in a separate binder.

Proposals shall be prepared on standard 8 and 1/2" x 11" letter size paper. Drawings included with the Proposal should be no larger than 11" x 17". No information beyond that specifically requested is required, and Proposers should keep their submissions to the shortest length consistent with making a complete presentation, not to exceed 75 pages. Such page limit shall apply to all information that must be submitted except the Capital

Proposal, Fee Proposal, and those materials required by paragraphs 3.1.4 (Documentation for Demonstration of Financial Capacity), 3.1.5 (Documentation Regarding Legal Capacity) and 3.1.6 (Other Required Materials) of this Section.

### **3.1.2 - Technical Proposal**

Each Proposer is required to submit a Technical Proposal that shall contain the following information regarding the services to be provided.

#### **A. Cover Letter**

A cover letter, which is an integral part of the Proposal, must be signed by the individual or individuals authorized to bind the Proposer contractually. The letter must indicate for each signatory that the signer is so authorized and the title or position the signer holds in the Proposer's organization. The cover letter shall include the following:

1. The Proposer's name, nature of organization (e.g. corporation, partnership, etc.), location of main office - address, telephone/fax numbers and e-mail address – and the name, business address, telephone/fax numbers and e-mail address of the person within the organization who will be the Authority's primary contact concerning the Proposal;
2. A statement that the Proposal is an irrevocable offer for 180 days from the date when Proposals are due, or longer by mutual agreement;
3. A statement that the Proposer is ready, willing and able to provide the proposed services in a timely manner upon reasonable notice;
4. The identity of the key management and supervisory personnel who will be assigned to provide the services described to the Authority;
5. A statement that if awarded the Lease Agreement, the Proposer's provision of services to the Authority will not create any conflict of interest for the Proposer. If the Proposer believes that a conflict of interest may arise, the nature of the conflict should be described;
6. An acknowledgement of the receipt of all Addenda at the time of the Proposal submittal due date, and, if required, revised Proposal submittals;
7. A statement that no member of the Proposer team is currently suspended or debarred from doing business with any governmental entity;
8. A statement that no person or selling agency has been employed or retained to solicit the award of the Lease Agreement under an arrangement for a commission, percentage, brokerage or contingency fee or on any other success fee basis, except bona fide employees of the members of the Proposer team; and

9. A statement that Proposer team members have not engaged in any practices that may result in unlawful activity including, but not limited to, rebates, kickbacks, or other unlawful consideration in connection with the submittal of the Proposal.

## **B. Executive Summary**

In no more than five (5) pages, provide a summary of your approach to the opportunity and highlight the strengths that your Proposal team and approach will bring to the redevelopment of the Service Areas.

## **C. Redevelopment Plan**

Each Proposer shall provide a Redevelopment Plan in its Proposal that describes in detail how it will address the transformation of each Service Area relative to (i) the scope and implementation of the Initial Improvements and (ii) the level and types of services to be provided.

Included in the Redevelopment Plan must be:

1. Drawings and renderings for each prototypical design labeled with a simple descriptor (e.g., “Level 2B”);
2. Floor plans for each prototypical design;
3. Site Plan. These plans shall show, at a minimum, examples of the siting and dimensions of the buildings, parking lots, including passenger, employee and commercial trucks (including tandem trailers), bus staging and drive-thru services where applicable. In addition, the following shall be included:
  - a. Outdoor picnic area – well-appointed shaded, green space with outdoor seating, picnic tables, play area and trash receptacles;
  - b. Outdoor seating (e.g. benches);
  - c. Assigned covered outdoor area dedicated for seasonal Taste NY Farm Markets, except in “Level 1” Service Areas or equivalent design (as described in Exhibit 5);
  - d. Pet walking area – fenced in outdoor space with a dedicated receptacle for pet waste and bench for pet owners; and
  - e. Outside smoking area with signage situated away from entrances and other activities.

## **D. Operational Plan**

Each Proposer shall provide a summary of its Operational Plan consistent with the required Contract Services described in Section 2.2 specifically addressing maintenance, repair and staffing requirements.

## **E. Tenant Plan**

Each Proposal shall contain a Tenant Plan for each Service Area that includes all food, beverage, retail and other services, listing specific brands or concepts. If a drive-thru is proposed, please indicate which brand or concept would provide this service. A consistent, year-round approach to food selection is critical. Proposed hours of operation for each food and other service shall be included. The Tenant Plan shall include an overview of the intended approach to achieve the objectives established in Article II.

## **F. Statement of Qualifications**

Each Proposal shall contain the following information regarding the Proposer's qualifications to provide the Contract Services. If the Proposer is a team made up of more than one entity, the information shall be provided for each member of such team.

1. A brief history and description of the Proposer's organizational structure or team members including roles, capability and area(s) of specialization as referenced on Form Q-1 (Attachment 2). Proposer And Team Member Information for the Proposer's Organization; Proposer's shall clearly identify the team members who will be performing the roles for services required, including the: designer, constructor, financing lead, operations and maintenance;
2. Detailed documentation of the Proposer's and other team members qualifications and experience related to the Contract Services required by this RFP;
3. The resumes of key management and supervisory personnel who will be directly assigned to provide the services to the Authority and a description of the specific function each will perform (including the Operations Manager required by Section 5 of Appendix B, Key Terms of Lease Agreement). This information should include each individual's qualifying experience to perform the services assigned and his/her position and length of service with the Proposer or its team member;
4. A client list including a detailed description of the size, total dollar value, and specific services provided for each client to which the Proposer provided similar services within the past five (5) years; specify the name, address and telephone number of the individual responsible at the client organization for the supervision of such service; and
5. A list of at least three (3) references.

## **G. Documentation Regarding Past Performance**

1. Identify and describe up to five similar reference projects, and describe the Proposer and its team's experience and capability with the following:
  - a. Developing and managing facilities and programs similar in scope and size to the Service Areas;

- b. Assembling and managing multi-disciplinary teams during all project phases;
  - c. Managing project risks during construction and operations;
  - d. Working with the owner, local authorities, regulatory agencies and third parties to address issues as they arise including regulatory approvals and permits;
  - e. Stakeholder relations, specifically in regard to government relations, community relations, and media relations;
  - f. Constructing projects similar in scope and complexity;
  - g. Coordinating construction among disciplines or trades and demonstrating ongoing quality control, traffic and environmental health and safety management;
  - h. Establishing construction safety programs on public works projects and job sites (include the experience modification rate in each of the last three years, current workers compensation rate, and construction safety records);
  - i. Delivering projects on time and on budget;
  - j. Maintaining harmonious labor relations and complying with applicable labor laws; and
  - k. Meeting performance standards, including the response to potential major contract breaches.
2. For each reference project identified, the Proposer shall provide:
- a. A project description (project location, capital value, size, scope and complexity, including purpose of facility(ies);
  - b. Applicability and relevance of the reference project to the Contract Services being requested by the RFP;
  - c. Key individuals proposed to perform the Contract Services who worked on the reference project (and provide a brief description of their role);
  - d. Key project contact of the client/owner (name, title, address, telephone, email);
  - e. A description of key innovations, challenges and solutions implemented; and
  - f. Any lessons learned.

3. Using Form E-1 (Attachment 1), Past Performance, provide the information requested in subparagraphs below for the Proposer and as well as for all Proposer team members and any related entities identified on Form Q-1 (Attachment 2). If an entity has no record of relevant past performance or if the information relative to a category is not available enter a declarative statement to that effect on Form E-1. For each instance of litigation, claim, dispute proceeding, arbitration, assessment of liquidated damages or termination for cause or default, provide the owner's name and the name of its current representative (and current phone and fax numbers) who can be contacted for additional information.
- a. Claims, dispute proceedings, litigation and arbitration proceedings: Provide a list of all claims, dispute proceedings, litigation and arbitration proceedings involving amounts in excess of \$100,000 and related to performance of a contract involving planning, permitting, design, construction or demolition of a public works project in which any such entity has been involved during the past five (5) calendar years. Include all claims, dispute proceedings, litigation and arbitration proceedings initiated by or against owners and/or federal, State and local regulatory authorities. Indicate whether the claim, dispute proceeding, litigation or arbitration proceeding was resolved against the participant(s) or its insurers/sureties or resulted in reduction in compensation to the participant. Indicate any unresolved, outstanding claims, dispute proceedings, litigation and arbitration proceedings;
  - b. Liquidated damages: Describe any contract, which resulted in assessment of liquidated damages against the Proposer or any of its team members involving amounts in excess of \$100,000 over the past five (5) calendar years. Describe the causes of the delays and the amounts assessed. Describe any outstanding damage claims by or damages due and owing to any owner/agency;
  - c. Termination for cause or default: Describe the conditions surrounding any contract (or portion thereof) entered into by the Proposer or any of its team members over the past five (5) calendar years that has been terminated for cause or default, or which required completion by another party. Describe the reasons for termination and the amounts involved; and
  - d. Disciplinary Action: Indicate any disciplinary action taken against any such entity within the past five (5) calendar years by any governmental agency or licensing board, including suspension from the right to propose or removal from any Proposer list.

#### **H. Demonstration of Project Understanding**

List and briefly describe the three (3) most significant issues and risks facing the Successful Proposer and/or the Authority; and briefly describe how the Proposer will use its organization and the process to ensure the successful provision of the Contract



Services pursuant to the Lease Agreement, considering the Authority's project goals as described in this RFP.

The presentation and format of the Proposer's project understanding is at the discretion of the Proposer.

## **I. Recommended Services and Revenue (if applicable)**

Provide a summary of your recommended services and additional revenue sources, if applicable, per Section 2.2.2. As part of the Proposal, provide a description of what could be offered and how a portion of the net revenue would be shared.

### **3.1.3 – Capital Proposal and Financial Proposal**

#### **A. Capital Investment Plan and Renewal and Replacement Plan (“Capital Plan”) (To Be Submitted in a Separate Envelope marked “Capital Proposal”)**

Each Proposer is required to submit a Capital Investment Plan (value of investment) and Renewal and Replacement Plan. Each Proposer is required to submit a completed Capital Plan and reinvestment commitment over the Term of the Lease Agreement on the provided spreadsheets for the Service Areas as outlined in Section 2.3 of this RFP. The spreadsheets are in Excel form and are available at <https://www.thruway.ny.gov/external/service-area-rfp/index.html> for this RFP. Proposers are required to use this format and input the following fields.

1. Enter the name of the **PROPOSER**.
2. Enter the **Estimated Opening Date** in Column B by location. This determines the period of renewal and replacement investment over the Term of the Lease Agreement which is through December 31, 2052. Group 1 Service Areas would be opened sometime after January 1, 2020, and Group 2 Service Areas would be open after January 1, 2023.
3. Enter the proposed **Capital Investment amount** that would be made at each location.
4. The minimum of 1% a year to be set aside for renewal and replacement will be calculated based on the Capital Investment and the Opening Date which will be in Column E.
5. Enter the estimated **renewal and replacement investments** for the initial 10 years in Column G, the second 10 Year period in Column I and then the amount for the balance of the Term of the Lease Agreement in Column K.

Note: The Authority requires a minimum of 1% of the Capital Investment to be set aside annually as a contingency that rolls over to be used for future reinvestment in the Renewal and Replacement Plan. This will be based on the actual Capital Investment cost or what was proposed on this form, whichever is higher.

## B. Fee Proposal (To Be Submitted in a Separate Envelope marked “Fee Proposal”)

Each Proposer is required to submit its percentage of Gross Sales and MAG rent offer (“Offer”) for each of the 27 Service Areas on a separate form. The Fee Proposal forms can be completed and printed via an Excel workbook.

There are 27 labeled tabs in the workbook with one sheet for each Service Area. There is one additional sheet that automatically summarizes the Proposer’s Fee Proposal for the entire portfolio. Each Proposer must use the Excel document that is available at <https://www.thruway.ny.gov/external/service-area-rfp/index.html> to prepare its Offer, sign the Summary sheet and the completed Excel file should be printed and submitted in a separate envelope.

The Offer includes the proposed pre-development MAG rent from the start of the agreement until construction begins and then rent is suspended while the service area is closed for construction with no sales as described in Section 2.3.B. The Offer for the first full-year included in the Fee Proposal (i.e., first 12 months after the Opening Date) will be a **Rent** expressed as a percentage of projected Gross Sales, subject to a MAG, as described in Section 2.3.B.

The following fields must be completed by the Proposer:

1. Enter the name of the **PROPOSER**
2. From the dropdown menu, select the **PROPOSED PROTOTYPE DESIGN** for this Service Area. You may select one of the Authority's concepts (“Level 1, 2A, 2B or 3”) or one of your own (Please specify).
3. Enter your **PROJECTED GROSS SALES** for the first full year (12 months) of operations from the Opening Date.
4. Enter the projected **YEAR TO YEAR % sales growth**.
5. Enter the **PERCENT OF GROSS SALES OFFERED AS RENT**.
6. Enter the **MINIMUM ANNUAL GUARANTEED (MAG) RENT**. This is your guaranteed minimum annual rent offer by location.
7. Enter the number of months for pre-development prior to construction development at each Service Area.
8. Enter the **PRE DEVELOPMENT MAG PER MONTH** prior to construction development at the Service Area.
9. Enter the projected number of months for construction (Service Area closed and no rent to NYSTA).
10. Enter **MAG RENT ESCALATION** percentage for Years 6, 11, 16, 21, 26, and 31 of the Term of the Lease Agreement for Group 1 Service Area locations. For

Group 2 Service Area locations, it will be in years 9, 14, 19, 24 and 29 due to three year delay in operating.

Note: Rent will be based on the greater of the MAG or the Gross Sales based rental offer. The Fee Proposal evaluation will be weighted as follows:

- a. Minimum Annual Guaranteed Rent 70%
- b. Projected Gross Sales Based Rent 30%

### **3.1.4 - Documentation for Demonstration of Financial Capability.**

With respect to the information solicited in this section, failure to provide this information, conditional or qualified submissions to requests or questions posed (such as “to our knowledge”, “to the extent of available information”, “such information is not readily available”, “such information is not maintained in the manner requested”, etc.), incomplete or inaccurate submissions or non-responsive submissions may, in the sole discretion of the Authority, cause the Authority to declare the Proposal non-responsive. This information will not be evaluated. Each Proposer shall provide the following:

1. Letter from a surety company indicating that the Proposer is capable of obtaining a Performance Bond meeting the requirements set forth in Section 11 of Appendix B, Key Terms of Lease Agreement;
2. Letter from a surety company indicating that the Proposer is capable of obtaining both a Construction Performance Bond and a Payment Bond of at least 100% of the Capital Investment value for the Initial improvements meeting the requirements set forth in Section 11 of Appendix B, Key Terms of Lease Agreement;
  - a. The surety company issuing the Bonds shall meet the qualification requirements set forth in Section 11 of Appendix B, Key Terms of Lease Agreement;
  - b. The letter must specifically state that the surety company has read the RFP and has evaluated the team’s backlog and work-in-progress in determining its bonding capacity;
  - c. Letters indicating “unlimited” bonding/security capability are not acceptable;
  - d. The letter shall state that the Bonds would be applicable specifically to the Project and shall identify that the surety is aware that the total design and construction cost element of the Project including risks to be assumed by the Proposer meets the amount of their minimum capital investment for the Initial Improvements;
3. Provide financial statements for the Proposer and members listed on Form Q-1, Proposer and Team Member Information, for the two most recent fiscal years, audited by a certified public accountant in accordance with generally accepted

accounting principles (GAAP). If the Proposer is a newly formed entity and does not have independent financial statements, financial statements for the equity members will be sufficient (and the Proposer shall expressly state that the Proposer is a newly formed entity and does not have independent financial statements). If the Proposer is a newly-created entity and does not have independent financial statements, the Proposer shall provide sufficient background and additional support for such entity (i.e., organizational, legal, and ownership structure; initial funding, purpose). Information contained in the financial statements, supplemental support, and additional disclosures will be used to perform a comprehensive assessment of financial condition. Financial statements shall be provided in U.S. dollars. Proposers are advised that if any equity member of the Successful Proposer's team does not have audited financials or otherwise does not demonstrate sufficient financial capacity, the Authority may require a guaranty of the Proposer's obligations under the Lease Agreement to be provided by a separate entity acceptable to the Authority. Required financial statements shall include:

- a. Certified auditor's report and opinion letter;
- b. Balance sheet;
- c. Income statement;
- d. Statement of cash flows;
- e. Footnotes; and
- f. Additional supporting information, as needed.

For purposes of this RFP, an equity member includes any person or entity that proposes to provide a capital contribution to the Operator in exchange for an ownership interest in the Operator;

4. In order to demonstrate stronger financial qualifications of a Proposer team, the Proposal may include financial statements for parent companies or any other proposed guarantor of the obligations of the Operator under the Lease Agreement. If such a guarantor or guarantors are being proposed, the Proposals shall clearly identify the proposed guarantor(s) and include a letter of intent signed by the proposed guarantors' authorized representative acknowledging that such entities will be required to provide guarantees of the Proposer's obligations under the Lease Agreement;
5. If any entity for which financial information is submitted as required hereby files reports with the Securities and Exchange Commission, then such financial statements shall be provided through a link to their annual report on Form 10-K as filed online. For all subsequent quarters, provide a link to any report filed on Form 10-Q or Form 8-K which has been filed since the latest filed Form 10-K;

6. Provide information regarding any material changes in the financial condition of the Proposer and each of its equity members for the past 2 years and anticipated for the next reporting period. If no material change has occurred and none is pending, the Proposer and/or equity member, as applicable, shall provide a letter from its chief financial officer or treasurer so certifying; and
7. If the Proposer is relying on a guarantor (parent or otherwise), or its consolidated statements include subsidiaries that are under its control, then the Proposer will be required to submit financial statements (as outlined above) for those entities as well.

### **3.1.5 - Documentation Regarding Legal Capacity**

With respect to the information solicited in this section, failure to provide this information, conditional or qualified submissions to requests or questions posed (such as “to our knowledge”, “to the extent of available information”, “such information is not readily available”, “such information is not maintained in the manner requested”, etc.), incomplete or inaccurate submissions or non-responsive submissions may, in the sole discretion of the Authority, cause the Authority to declare the Proposal non-responsive. This information will not be evaluated. Each Proposer shall provide the following:

1. If the Proposer is an existing entity, all forms required to be filed with the New York State Department of State;
2. If the Proposer is made up of more than one party:
  - a. Submit notarized Power of Attorney from each Proposer team member authorizing the Proposer(s) representative to sign for that team member;
  - b. Submit notarized Power of Attorney from each Proposer team member authorizing the Proposer’s designated point of contact to sign documents for and on behalf of the Proposer’s organization;
3. If the Proposer is a joint venture or partnership of different firms:
  - a. If the Proposer has already been legally constituted, full details of the organizational structure and supporting organization/formation documents including a copy, as applicable, of the joint venture agreement, limited liability company operating agreement or partnership agreement;
  - b. If the Proposer has not yet been legally formed, a description of the proposed legal structure and draft copies of the underlying documents, including:
    - i) All significant terms of the joint venture or partnership, including the rules relative to the administration of the joint venture, limited liability company or partnership, including dealing with deadlock situations;

- ii) Description of how the joint venture, limited liability company or partnership will operate administratively and technically during the Term of the Lease Agreement.

### **3.1.6 - Other Required Materials**

Each Proposal must include the following required materials, completely filled out and executed by the individual or individuals who signed the cover letter and are authorized to bind the Proposer contractually. In addition, items 1-3 must also be submitted for all subcontractors known at the time the proposal is submitted.

1. New York State Finance Law §§ 139-j and 139-k Disclosure of Prior Non-Responsibility Determinations (Supplement 1) – New York State Finance Law § 139- k requires that Proposers disclose findings of non-responsibility made within the previous four years by any governmental entity where such prior finding of non-responsibility was due to a violation of New York State Finance Law §139-j or the intentional provision of false or incomplete information to a governmental entity. Proposers shall provide procurement lobby disclosures for the Proposer or, if the Proposer has not yet been formed, for each of its proposed members, in the form provided at:

<http://www.thruway.ny.gov/business/consultants/forms/index.html#law>.

2. Certificate of Compliance with the Authority/Corporation Guidelines Regarding Permissible Contacts During a Procurement and the Prohibition of Inappropriate Lobbying Influence (Supplement 2) – New York State Finance Law § 139- j requires that Proposers certify that they have read, understand and agree to comply with the Authority/Corporation Policy Regarding Permissible Contacts During a Procurement and the Prohibition of Inappropriate Lobbying Influence.
3. Vendor Responsibility Questionnaire – the Authority's Procurement Policy provides that the Authority will award procurement contracts for services to responsive and responsible Proposers on the basis of best value. The Authority uses the information provided by Proposers on this Questionnaire to assist it in making a determination of responsibility of a proposed Operator.

The Authority recommends that vendors file the required Vendor Responsibility Questionnaire online via the New York State VendRep System and only provide a copy of the certification page to the Authority. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at <http://www.osc.state.ny.us/vendrep/enroll.htm> or go directly to the VendRep System online at <https://portal.osc.state.ny.us>.

Vendors must provide their New York State Vendor Identification Number when enrolling. To request assignment of a Vendor ID or for VendRep System assistance, contact the Office of the State Comptroller's IT Service Desk at 866-

370-4672 or 518-408-4672 or by email at [ITServiceDesk@osc.state.ny.us](mailto:ITServiceDesk@osc.state.ny.us). Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website [http://www.osc.state.ny.us/vendrep/forms\\_vendor.htm](http://www.osc.state.ny.us/vendrep/forms_vendor.htm) or may contact the Authority or the Office of the State Comptroller's Help Desk for a copy of the paper form.

4. Staffing Plan – Form EEO2 (Supplement 3)
5. Equal Employment Opportunity Policy Statement – Form EEO3 (Supplement 4)
6. ST-220-CA New York State Department of Taxation and Finance Contractor Certification (Supplement 5) – Section 5-a of the New York State Tax Law, and regulations, bulletins and guidelines promulgated thereunder, require that the Authority collect this information for contracts with a value in excess of \$100,000.
7. Pre-Proposal Conference/Site Visit Release (Supplement 6) – required if a Proposer did not attend the pre-Proposal conference described in Section 1.4.

### **Section 3.2 – Submission of Proposal**

A Proposer must submit two (2) signed in ink original (marked **ORIGINAL**) and 8 copies (each marked **COPY**) of its Proposal to the Authority contact person Mari-Ann Brower, Contract Management Specialist 2, identified in Section 1.3 hereof, on or before the due date for Proposals set forth in Section 1.2 of this RFP. In addition, Proposers must submit two (2) copies of the Proposal (excluding the Capital Proposal and Fee Proposal) on CD or a flash drive in a PDF format.

The Proposer's Capital Proposal and Fee Proposal must **each** be in a separate, sealed envelope with two (2) signed in ink original (marked **ORIGINAL**) and 8 copies (marked **COPY**). Proposers must also submit a copy of the Capital Proposal and Fee Proposal on a CD or a flash drive in PDF format in the same appropriately marked envelopes. A copy of a completed Excel worksheet (see **Section 6**) must also be included on this CD or flash drive in an Excel format. All boxes, packages and envelopes containing Capital Proposals and Fee Proposals shall be clearly labeled with Proposer's name and this RFP title and number (located on the title page of this RFP) and shall additionally be labeled with the notation "Capital Proposal and Fee Proposal".

In the event of a discrepancy between the hard copy and any electronic version, the hard copy shall prevail.

The Authority is not obligated to accept any Proposal received after the Proposal due date. A Proposer may withdraw or modify a Proposal any time prior to the Proposal due date by sending written notification to the Authority contact person Mari-Ann Brower, Contract Management Specialist 2, identified in Section 1.3 hereof. A Proposer may thereafter re-submit a previously withdrawn Proposal if done so by the Proposal due date.

The Authority will not accept Proposals by fax or electronic means.

### **Section 3.3 – Confidentiality and Information Disclosure to Third Parties**

All Proposals received in response to this RFP shall become the property of the Authority and shall not be returned. Until after completion of negotiations on the Lease Agreement, and recommendation to the Finance Committee of the Thruway Board at which the selection of the Successful Proposal and award of the Lease Agreement is considered for approval, only the name of each Proposer team will be available to the public. However, the Authority will incorporate key parts of the Proposals (i.e., Financial Proposal) into their report to the Finance Committee. The Proposals shall be confidential, with the exception of information included in the recommendation to the Finance Committee recommending the Successful Proposer, to avoid disclosure of the contents that may be prejudicial to competing Proposers during the selection process (unless earlier disclosure is otherwise necessary under FOIL (described below), or other Applicable Law). The information from the Proposer's submittal documents included in the recommendation to the Finance Committee will include enough information for a full and complete report and recommendation.

All information submitted in response to this RFP is subject to the New York Freedom of Information Law (FOIL), New York State Public Officers Law Articles 6 and 6-A, which generally mandates the disclosure of documents in the possession of the Authority upon the request of any person, unless the content of the document falls under a specific exemption to disclosure. If any Proposer wishes to claim that any information submitted in its response to this RFP constitutes a trade secret or is otherwise exempt from disclosure under FOIL, such claim must be made at the time of the response and the Proposer should mark those sections of its Proposal that it believes contain proprietary information and provide, in writing, relevant and material supporting arguments. The Authority reserves the right to make its own, independent determination as to whether material so marked is proprietary; the Authority will give proprietary treatment only to that material which it has determined to be proprietary. Further, the Authority's response to third party requests for information contained in a Proposal shall be governed by FOIL.

In the event information marked "Confidential" is requested for release under FOIL, the Authority may release such information ten (10) business days after the date of notice to the Proposer of the request for release, unless the Proposer has, within the ten-day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction, enjoining the release of the information. For the purposes of this paragraph, the day of the request for release shall not be counted in the time calculation. Proposers will be notified of any request for such release on the same day of the request for public release or as soon thereafter as practical.

Notwithstanding the foregoing, the Authority shall not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of information marked "Confidential," nor shall the Authority be in any way financially responsible for any costs associated with securing such order or for any loss associated with the release of information marked confidential or otherwise. The Authority makes no



representation or warranty as to the ability of any Proposer to secure a protective order or other relief enjoining the release of information marked "Confidential." The return of Proposals not selected for award shall be in the sole discretion of the Authority.

### **Section 3.4 – Expenses of Proposers**

The Authority accepts no liability for the costs and expenses incurred by the Proposers in attending the pre-Proposal conference and site visits, responding to this RFP, responses to clarification requests and discussion meetings, resubmittals and any other activities included as part of this procurement process. Each Proposer that enters into the procurement process shall prepare the required submittals at its own expense and with the express understanding that they cannot make any claims whatsoever for reimbursement from the Authority or from any of its employees, advisors or representatives for the costs and expenses associated with the process, including, but not limited to, costs of preparation of the Proposal, loss of anticipated profits, loss of opportunity or for any other loss, cost or expense. By submitting a Proposal, a Proposer accepts that it will not make any claims for, or have any right to, damages because of any misinterpretation or misunderstanding of the services requested or because of any lack of information.

By submitting a Proposal, a Proposer accepts that it will not make any claims for, or have any right to, damages because of any misinterpretation or misunderstanding of the services requested or because of any lack of information.

## **ARTICLE IV – Evaluation of Proposals**

### **Section 4.1 – Overview**

An Evaluation Committee comprised of Authority representatives will review and evaluate each of the properly submitted written Proposals. The purpose of the evaluation process, which will be conducted as set forth in this Article, is two-fold: (1) to examine the responses for compliance with this RFP; and (2) to identify the Proposals that will provide the best value to the Authority pursuant to the criteria set forth in Section 4.3. The evaluation process may also include, in the Authority's sole discretion, reference checks, oral presentations, facility inspections and/or interviews with Successful Proposer.

### **Section 4.2 – Preliminary Review**

- A. Each Proposal will be date and time stamped when received.
- B. All Proposals will be reviewed to determine if they contain all of the required elements specified in this RFP. The Authority reserves the right to, in its discretion, disqualify without further evaluation a Proposal that does not meet all of the RFP requirements.

### **Section 4.3 – Evaluation/Criteria**

The Evaluation Committee will evaluate each Proposal that the Authority determines to be responsive using the criteria for selection set forth below, not necessarily in priority order:

- A. Redevelopment Plan;
- B. Quality, variety, and methodology of services based on tenant and operational plans;
- C. The qualifications and availability of the Proposer's lead person(s) and other staff who would be assigned to provide services to the Authority;
- D. Demonstrated record of the Proposer's experience, capability to perform required services and project understanding;
- E. Recommended Services and Revenue, if applicable;
- F. Capital Investment and Renewal and Replacement Plan; and
- G. Fee Proposal.

### **Section 4.4 – Oral Presentations/Interviews/Facility Inspections**

The Authority reserves the right to require some or all Proposers to give presentations regarding their Proposals, seek clarifications regarding their Proposals, or to appear before the Authority for an interview. The Authority also reserves the right to require a facility inspection at any of the Proposer's reference locations. The Authority shall not be liable for any costs a Proposer incurs in association with such presentations/interviews/inspections.

The purpose of the oral presentation/interview/facility inspection is to give the Authority an opportunity to pose any questions that may have arisen during the review process and to give the Proposer an opportunity to elaborate on how specific services will be furnished and its ability to deliver those services. In the event the Authority decides to implement this stage of the evaluation process, further information will be provided to affected Proposers.

### **Section 4.5 – Selection of Proposer(s)**

The Authority, as best suits its interests, may at any time enter into Lease Agreement negotiations with more than one Proposer. The Authority will notify those Proposer(s) so selected for Lease Agreement negotiations. The Authority reserves the right, in its sole discretion, to request Best and Final Offers (“BAFOs”) from all Proposers that are determined to be qualified for Lease Agreement award.

The Authority will provide all Proposers with a Notice of Tentative Lease Agreement Award which indicates the Successful Proposer to which the Authority intends to award

a Lease Agreement. A Proposer that is not selected by the Authority to enter into the Lease Agreement may request a debriefing with Authority staff to discuss the reasons that its Proposal was not selected for an award. Such request for a debriefing must be made within 15 business days from the date of the Notice of Tentative Lease Agreement Award and directed to the Authority contact person Mari-Ann Brower, Contract Management Specialist 2, identified in Section 1.3 hereof.

The Authority shall not be bound in any way to the Successful Proposer until a formal written Lease Agreement has been duly executed by the Authority and approved by the New York State Office of the Attorney General and the New York State Office of the Comptroller and shall not be bound in any way to an unsuccessful Proposer at any time. During this procurement process and following execution of the Lease Agreement, public announcements or news releases pertaining to this procurement process and the Lease Agreement shall not be made without the Authority's prior written consent. Proposers are hereby on notice that generally the Authority will not grant permission for public announcements or news releases and will limit the use of the Authority's name by a Successful Proposer to references only.

#### **Section 4.6 – Additional Procurement Rights**

By submission of a Proposal, the Proposer acknowledges and agrees that the rights reserved by the Authority, which shall be exercised in its sole and absolute discretion, include without limitation, the right to:

1. Modify or cancel this RFP and the procurement process, in whole or in part, including the right to decide not to award a Lease Agreement as a result of this procurement, for any reason whatsoever;
2. Not execute a Lease Agreement as a result of this procurement process;
3. Make changes to the schedule of events associated with the procurement process upon notice to the Proposers;
4. Eliminate any Proposer which submits an incomplete or inadequate response, to reject any Proposal that is not responsive to the requirements of this RFP, or to disqualify any Proposer deemed to be unqualified during any stage of the procurement process;
5. Determine that any or all Proposers will not be qualified for further consideration upon notice to the Proposers of the Authority's determination;
6. Require Proposers to provide representatives at places and times requested by the Authority to meet with the Authority and to answer questions and supplement or otherwise clarify matters for the Authority;
7. Revise or eliminate one or more of the terms and services described in the RFP or to include services not currently contemplated therein;

8. To supplement, amend or otherwise modify this RFP, issue Addenda or otherwise request additional information;
9. Issue one or more Addenda extending the due dates for the Proposals;
10. Re-advertise for the solicitation of new Proposals or to issue subsequent RFPs;
11. Correspond with and receive written questions concerning this RFP from Proposers and to provide such questions, and the Authority's responses, to some or all Proposers;
12. Require one or more Proposers to clarify the Proposals submitted or any information related to the Authority's evaluation of their Proposals;
13. Conduct discussions or hold meetings with one or more of the Proposers, in order to obtain clarification of information provided by the Proposer;
14. Visit and examine any of the projects referenced in the Proposal and others owned, financed, operated, designed or built by the Proposer to observe and inspect such projects and their operations (by Authority employees or other staff members, contractors, advisors, agents and representatives);
15. Request one or more BAFOs from two or more Proposers determined by the Authority to have a reasonable chance of being selected as the Successful Proposer;
16. Appoint the selection and evaluation personnel to review Proposals and seek the assistance of outside technical experts in the Proposal evaluations, if necessary;
17. The right to disqualify any Proposer or to reject the Proposal of any Proposer if the Authority determines that inclusion of a member of the Proposer team, or the addition, deletion or change of a member of the Proposer team, creates a material possibility of reputational or legal risk in making the award;
18. The right to decide on the most appropriate method for project implementation, which may include discontinuation of this procurement process and development of the project via another process elected by the Authority;
19. The right to modify, at any time before the Proposal due date and via Addendum, the factors the Authority will consider in evaluating the Proposals and otherwise revise or expand its evaluation methodology;
20. Accept or reject any or all Proposals received in response to this RFP;
21. Reject any Proposal where the Authority finds that the Proposer is non-responsible under State Finance Law §§ 139-j or 139-k or another State agency or authority has found the Proposer non-responsible under State Finance Law §§ 139-j or 139-k within the prior four (4) years;
22. Correct any arithmetic errors in the Proposals;

23. Waive any defect, technically or informalities and excuse minor irregularities contained in any Proposal; except that any such waiver shall in no way modify the RFP or excuse a Proposer that enters into a Lease Agreement with the Authority from full compliance with the RFP and the Lease Agreement;
24. Request that Proposers clarify elements in their Proposals and submit revised Proposals that incorporate such clarifications;
25. Negotiate Lease Agreement terms and conditions with the Successful Proposer that best serve the interests of the Authority, consistent with RFP requirements, statutory requirements, and Authority policies and procedures;
26. Conduct investigations with respect to the qualifications and experience of each Proposer, or any Proposer team member included in a Proposal, including the right to contact any clients and references identified by the Proposer in its Proposal, and to request additional evidence to support any such information;
27. In the event the Proposer is made up of a team to perform the services and functions required by this RFP, the Authority reserves the right to review, approve, modify and reject any of the team members that would provide major services;
28. Determine the best approach to ensuring that the Service Areas are designed in such a way so as to be adaptable and ready to incorporate the latest technologies;
29. The right to refuse to receive or open a Proposal, once submitted, or reject a Proposal if such refusal or rejection is based upon, but not limited to, the following:
  - a. Determination by the Authority that the prompt completion of additional work might be hindered or prevented because of a Proposer team member's uncompleted work on another Authority contract;
  - b. Failure on the part of the Proposer or a member of the Proposer team to pay, satisfactorily settle or provide security for the payment of claims for labor, equipment, material, supplies or services legally due on previous or ongoing contracts with the Authority;
  - c. Default on the part of the Proposer or a member of the Proposer team under previous contracts with the Authority;
  - d. Unsatisfactory performance by the Proposer or a member of the Proposer team under previous contracts with the Authority;
  - e. The Proposer or a member of a Proposer team has been indicted for or convicted of a felony involving moral turpitude or offenses against the public contracting laws (federal or state) which may, as the Authority determines, affect the Proposer's or Proposer team member's ability to

perform future work (the Authority will consider a plea of guilty or nolo contendere as equivalent to a conviction);

- f. Issuance of a notice of debarment or suspension to the Proposer or a member of the Proposer team by the Authority or another governmental agency;
- g. Failure of the Proposer or a member of the Proposer team to pay or release subcontractor retainage on a previous or current project as required by applicable law;
- h. Failure of the Proposer or a member of the Proposer team to maintain insurance on a previous Authority contract;
- i. Failure of the Proposer or a member of the Proposer team to provide skilled and qualified supervision or workers on a previous Authority contract;
- j. The Proposer or a member of the Proposer Team has failed or refused to cooperate or has impeded review of the Proposer's or Proposer team member's records on a previous or current Authority contract by the Authority, State auditors or federal authorities whose duties require access to such records;
- k. Submittal by the Proposer of more than one Proposal in response to this RFP under the Proposer's own name or under a different name;
- l. A Proposer or a member of the Proposer team currently being subject to liquidated damages on one or more Authority projects;
- m. Failure by a Proposer or a member of the Proposer team to repay the Authority for overpayments made on a current or previous Authority contract;
- n. Existence of an organizational conflict of interest or evidence of collusion between a prospective Proposer (or any member of the Proposer team) and another Proposer (or member of the Proposer team) in the preparation of a statement of qualifications, bid or Proposal for any Authority contract; or
- o. Uncompleted work or default on a contract in another jurisdiction for which the prospective Proposer or a member of the Proposer team is responsible which, in the judgment of the Authority, might reasonably be expected to hinder or prevent the prompt and full performance of the Lease Agreement, if awarded; and

- p. Take any action affecting the RFP process, the Lease Agreement or the Project that the Authority determines to be in the best interests of the Authority.

The foregoing reserved rights are in addition to and shall not serve to limit any of the specific rights and conditions set forth in this RFP or under applicable law. By responding to this RFP, Proposers acknowledge and consent to the Authority's reservation of all such rights in effect before execution of the Lease Agreement.

#### **Section 4.7 – Conflicts of Interest**

The Authority reserves the right to disqualify any Proposer that in the Authority's opinion has a conflict of interest, whether it is existing now or is likely to arise in the future, or to permit the Proposer to continue and impose such conditions, as may be required by the Authority in its discretion, in order to mitigate the conflict of interest.

A Proposer shall promptly disclose to the contact person Mari-Ann Brower, Contract Management Specialist 2, identified in Section 1.3 hereof any potential conflict of interest or the appearance thereof, and at the time of such disclosure shall advise the contact person how the Proposer proposes to mitigate, minimize or eliminate the conflict of interest or appearance thereof.

#### **Section 4.8 - Grievance Policy**

As indicated in Section 1.3, all questions or concerns regarding this RFP must be directed to the Authority contact person Mari-Ann Brower, Contract Management Specialist 2. If a Proposer believes that a question or concern has not been satisfactorily addressed, Proposer may obtain a copy of the Authority's Vendor Protest Procedure at <http://www.thruway.ny.gov/business/purchasing/vendor-protest.html> or by contacting the Director of Purchasing at P.O. Box 189, Albany, New York 12201-0189, Attn: Vendor Protest. Compliance with the Authority's Vendor Protest Procedure is required and a condition precedent to filing any judicial and/or administrative action pertaining to this RFP.

### **ARTICLE V – Lease Agreement**

The Successful Proposer will be required to enter into a Lease Agreement with the Authority. Please refer to Appendix B for a summary of the Key Terms to be included in the Lease Agreement.

The Appendices listed below and attached hereto will be incorporated into and made a part of the Lease Agreement. The Successful Proposer will be required to complete and submit the Authority Supplemental Insurance Certificate (attached herein as Exhibit 2) to the Authority prior to commencement of work under the Lease Agreement. The Successful Proposer must complete and submit Supplements 1, 2, 3, 4, 5 and if applicable, 6 below with its Proposal.

|              |   |
|--------------|---|
| Appendix A   | Standard Clauses  |
| Appendix B   | Key Terms of Lease Agreement  |
| Appendix C   | Inventions Policy   |
| Appendix D   | Network Connection Requirements (TAP-372)   |
| Appendix E   | Environmental Information   |
| Appendix F   | Design Codes and Manuals  |
| Appendix G   | Architectural Codes and Standards   |
| Appendix H   | Service Area Modification Procedure   |
| Appendix W   | Web Site Development  |
| Exhibit 1    | Thruway Authority/Canal Corporation Guidelines Regarding Permissible Contacts During a Procurement and the Prohibition of Inappropriate Lobbying Influence                      |
| Exhibit 2    | Authority Supplemental Insurance Certificate (TA-W51343)  |
| Exhibit 3    | Customer Experience Survey Summary  |
| Exhibit 4    | 2012 – 2017 Sales and Traffic Data  |
| Exhibit 5    | NYSTA Conceptual Plan   |
| Exhibit 6    | Service Area Responsibility Maps  |
| Supplement 1 | New York State Finance Law §§ 139-j and 139-k Disclosure of Prior Non-Responsibility Determinations   |
| Supplement 2 | Certificate of Compliance with the Authority/Corporation Guidelines Regarding Permissible Contacts During a Procurement and the Prohibition of Inappropriate Lobbying Influence |
| Supplement 3 | Staffing Plan (EEO2)  |
| Supplement 4 | Equal Employment Opportunity Policy Statement (Form EEO3)   |
| Supplement 5 | ST-220-CA New York State Department of Taxation and Finance Contractor Certification  |
| Supplement 6 | Pre-Proposal Conference/Site Visit Release  |
| Attachment 1 | Past Performance (Form E-1)   |
| Attachment 2 | Proposer and Team Member Information (Form Q-1)   |



# **APPENDIX A**

## **STANDARD CLAUSES**



## **APPENDIX A**

### **Standard Clauses For New York State Thruway Authority Contracts**

The parties to the attached contract, license, lease, amendment or other agreement of any kind (“the contract” or “this contract”) agree to be bound by the following clauses which are hereby made a part of the contract (the word “Contractor” herein refers to any party and its agents, successors and assigns, other than the Thruway Authority (“Authority”), whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. **NON-ASSIGNMENT CLAUSE.** This contract may not be assigned by the Contractor nor may its right, title or interest therein be assigned, transferred, conveyed, subcontracted, sublet or otherwise disposed of without the previous consent, in writing, of the Authority and any attempts to assign the contract without the Authority’s written consent are null and void.

2. **COMPTROLLER APPROVAL.** Unless otherwise provided by resolution of the Authority Board, if this contract involves the expenditure of funds in excess of \$50,000, or if, by this contract, the Authority agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, this contract shall not be valid, effective or binding upon the Authority until it has been approved by the State Comptroller and filed in his office.

3. **WORKERS’ COMPENSATION AND DISABILITY BENEFITS.** This contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the State Workers’ Compensation Law. If employees will be working on, near or over navigable waters, a U.S. Longshore and Harbor Workers’ Compensation Act endorsement must be included.

4. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the State Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with State Labor Law §220-e, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, disability, sex or national origin: (a) discriminate in hiring

against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in State Labor Law §230, then, in accordance with §239 thereof, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. The Contractor is subject to fines of \$50 per person per day for any violation of State Labor Law §§220-e or 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

5. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the State Labor Law or a building service contract covered by Article 9 thereof, neither the Contractor’s employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the State Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the State Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the New York State Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with subdivision 3-a of §220 of the New York State Labor Law shall be a condition precedent to payment by the Authority of any Authority approved sums due and owing for work done on the project.

6. **NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with State Public Authorities Law §2878, if this contract was awarded based upon the submission of bids, the Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further warrants that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the Authority a non-collusive bidding certification on the Contractor’s behalf.

7. **INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with State Labor Law §220-f, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of this contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership, or

corporation has participated, is participating, or shall participate in an international boycott in violation of the Federal Export Administration Act of 1979 (50 USC App. §§2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of the Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the Authority within five (5) business days of such conviction, determination or disposition of appeal.

8. **SET-OFF RIGHTS.** The Authority shall have rights of set-off. These rights shall include, but not be limited to, the Authority's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing by the Contractor to the Authority with regard to this contract, or any other contract with the Authority, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the Authority for any other reason including, without limitation, monetary penalties, adjustments, fees, or claims for damages by the Authority and third parties in connection therewith.

9. **RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (collectively, "Records") for a period of six (6) years (or any other longer period required by law) following final payment or the termination of this contract, whichever is later, and any extensions thereto. The Authority, State Comptroller, State Attorney General and any other person or entity authorized to conduct an examination shall have access to the Records during normal business hours at an office of the Contractor within New York State, or, if no such office is available, at a mutually agreeable and reasonable venue within the State, during the contract term, any extensions thereof and said six (6) year period thereafter, for purposes of inspection, auditing and copying. As used in this clause, "termination of this contract" shall mean the later of completion of the work of the contract or the end date of the term stated in the contract. The Authority will take reasonable steps to protect from public disclosure those Records which are exempt from disclosure under State Public Officers Law §87 ("Statute") provided that: (i) the Contractor shall timely inform an appropriate Authority official, in writing, that said records should not be disclosed; (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the Authority's right to discovery in any pending or future litigation.

10. **IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.** All invoices or New York State standard vouchers submitted for payment for the sale of goods or

services or the lease of real or personal property to the Authority must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in State Tax Law §5. Disclosure of this information by the seller or lessor to the Authority is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

The above personal information is maintained at the New York State Thruway Authority, Department of Finance and Accounts, P.O. Box 189, Albany, New York 12201.

11. **EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.** In accordance with State Executive Law §312, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000, whereby the Authority is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the Authority; or (ii) a written agreement in excess of \$100,000 whereby the Authority is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, or major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this contract the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability, or marital status, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on Authority contracts and will undertake or continue existing programs of affirmative action to ensure that

minority group members and women are afforded equal employment opportunities without discrimination. As used in this clause, "affirmative action" shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, lay-off or termination, and rates of pay or other forms of compensation.

(b) At the request of the Authority, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status, and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that in the performance of this contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

The Contractor shall include the provisions of (a), (b) and (c) above in every subcontract over \$25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon except where such work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The Authority will consider compliance by a Contractor or its subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The Authority shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such Federal law, and if such duplication or conflict exists, the Authority may waive the applicability of §312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining thereto.

**12. CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

**13. GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

**14. LATE PAYMENT.** Timeliness of payment and any interest to be paid to the Contractor for late payment shall be governed by State Public Authorities Law §2880 and 21 NYCRR Part 109.

**15. NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized) but must, instead, be heard in a court of competent jurisdiction of the State of New York.

**16. SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules, the Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon the Contractor's actual receipt of process or upon the Authority's receipt of the return thereof by the United States Postal Service as refused or undeliverable. The Contractor must promptly notify the Authority, in writing, of each and every change of address to which service of process can be made. Service by the Authority to the last known address shall be sufficient. The Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

**17. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract will be in accordance with, but not limited to, the specifications and provisions of State Finance Law §165 (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of the Authority.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in State Finance Law §165. Any such use must meet with the approval of the Authority; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the Authority.

**18. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in State Finance Law §165), and shall permit independent monitoring of compliance with such principles.

**19. OMNIBUS PROCUREMENT ACT OF 1992.** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development  
Division for Small Business  
30 South Pearl Street – 7th Floor  
Albany, NY 12245  
Phone: (518) 292-5220  
Fax: (518) 292-5884  
<http://www.esd.ny.gov>

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development Minority and Women's Business Development Division  
30 South Pearl Street – 2nd Floor  
Albany, NY 12245  
Phone: (518) 292-5250  
Fax: (518) 292-5803  
<http://www.esd.ny.gov>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, the Contractor certifies that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the Authority;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the NYS Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the Authority upon request; and

(d) The Contractor acknowledges notice that the Authority may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the Authority in these efforts.

**20. RECIPROCITY AND SANCTIONS PROVISIONS.** Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapters 684 and 383, respectively) require that they be denied contracts which they would otherwise obtain. Contact the Department of Economic Development, Division for Small Business, 30 South Pearl Street, Albany, New York 12245, for a current list of jurisdictions subject to this provision.

**21. NON-PUBLIC PERSONAL INFORMATION.** The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §899-aa; State Technology Law §208). In addition to any relief or damages that may be imposed pursuant to the provisions of this Act, the Contractor shall be liable for the costs imposed upon the Authority which are associated with breach of the Act if caused by Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of the Contractor's agents, officers, employees or subcontractors.

**22. IRAN DIVESTMENT ACT.** In accordance with State Public Authorities Law §2879-c, if this is a contract for work or services performed or to be performed, or goods sold or to be sold, the Contractor subscribes and affirms, under penalty of perjury, that: by signing this contract, each person and each person signing on behalf of any other party certifies, and in the case of a joint bid or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of §165-a of the State Finance Law.

For the purposes of this clause, the term "person" shall be as defined in subdivision (1)(e) of §165-a of the State Finance Law.

**23. OBSERVANCE OF LAWS.** The Contractor agrees to observe all applicable Federal, State and local laws and regulations, and to procure all necessary licenses and permits.

**24. NO WAIVER OF PROVISIONS.** The Authority's failure to exercise or delay in exercising any right or remedy under this contract shall not constitute a waiver of such right or remedy or any other right or remedy set forth therein. No waiver by the Authority of any right or remedy under this contract shall be effective unless made in a writing duly executed by an authorized officer of the Authority, and such waiver shall be limited to the specific instance so written and shall not constitute a waiver of such right or remedy in the future or of any other right or remedy under this contract.

25. **ENTIRE AGREEMENT.** This contract, together with this Appendix A and any other appendices, attachments, schedules or exhibits, constitutes the entire understanding between the parties and there are no other oral or extrinsic understandings of any kind between the parties. This contract may not be changed or modified in any manner except by a subsequent writing, duly executed by the parties thereto.

# APPENDIX B

## KEY TERMS AND CONDITIONS



## **SUMMARY OF KEY TERMS IN THE LEASE AGREEMENT FOR THE DESIGN, CONSTRUCTION, FINANCING, OPERATION AND MAINTENANCE OF 27 SERVICE AREAS ON THE NEW YORK STATE THRUWAY**

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This summary of key terms is intended to provide Proposers to RFP 18C15 (“RFP”) with a general description of certain terms and conditions that will be included in the proposed Lease Agreement for the design, construction, financing, operation and maintenance of 27 service areas on the New York State Thruway entered into between the New York State Thruway Authority (“Authority”) and the successful Proposer (“Operator”). The Authority will consider Proposers’ comments and requested clarifications or amendments to this summary of key terms that are received in accordance with the RFP, and the Authority may, in its discretion, amend this summary of key terms by issuance of an addendum to the RFP setting forth all appropriate revisions or clarifications. The final form of terms and conditions, as issued by the Authority, will be the common basis for all Proposals and Proposers are required to base their Proposal on the terms and conditions of the final summary of key terms. Prospective Proposer teams are advised that the proposed form of the Lease Agreement, which will be based on the final summary of key terms, is anticipated to be provided by the Authority following receipt of Proposals and that the terms and conditions listed herein are subject to further development by the Authority. Capitalized terms that are used but not defined herein have the meaning specified in the RFP.

### **SECTION 1 – LEASE AGREEMENT OVERVIEW**

#### **Nature of Lease Agreement**

The Lease Agreement will be triple net to the Authority and will set forth the construction, operational, maintenance, financing and other obligations of the Operator with respect to the food and non-fuel retail service areas (as further described below, the “Service Areas”) at the twenty-seven (27) food and fuel facilities (“Food/Fuel Facilities”) along the New York State Thruway. The Authority will have no obligations, responsibilities or liabilities of any type or nature whatsoever with respect to the Service Areas except as expressly provided for in the Lease Agreement. It is the Authority’s intention that all obligations, responsibilities and liabilities in respect of the Service Areas and any conditions, circumstances or occurrences on or about the Service Areas not expressly allocated to the Authority under the Lease Agreement shall be the Operator’s responsibility.

#### **Operator Obligations and Scope of Services**

The obligations and scope of services to be provided by the Operator under the proposed Lease Agreement are generally described in Article II of the RFP and are further described herein. All such services (“Contract Services”) will be defined in detail in the Lease Agreement. The Operator shall be solely responsible for the cost and expense of performing its obligations under the Lease Agreement.



## **Term of Agreement**

The Lease Agreement will become effective for purposes of the Transition Period (defined in Section 3 below) on the Effective Date (defined below); however, the Operator's right of possession shall commence on January 1, 2020 (at 12:01 AM) for the Group 1 Service Areas described below and on January 1, 2023 (at 12:01 AM) for the Group 2 Service Areas described below as applicable (the "Term"). The Term shall expire for all Service Areas on December 31, 2052 (at 11:59 PM).

The January 1, 2020 commencement of the Term with regard to the Group 1 Service Areas will constitute the "Group 1 Commencement Date" and the January 1, 2023 commencement of the Term with regard to the Group 2 Service Areas will constitute the "Group 2 Commencement Date" (and collectively, will constitute the "Commencement Dates"). Each calendar year (commencing January 1<sup>st</sup> and ending December 31<sup>st</sup>) during the Term will constitute a "Lease Year".

The "Effective Date" means the date on which all of the following have occurred: (1) the Lease Agreement has been executed and delivered by the parties; (2) to the extent required, a guaranty agreement has been provided to the Authority as further described in Section 11 below; (3) the Lease Agreement has been reviewed and approved by the State Attorney General and the State Comptroller; and (4) the Operator has demonstrated to the Authority that it has secured sufficient financing for its obligations under the Lease Agreement, including by providing to the Authority financing documents that are acceptable to the Authority.

## **Compliance with Applicable Law and Regulations**

The Operator will perform all Contract Services in compliance with all Applicable Law. "Applicable Law" means: (1) any federal, State of New York ("State") or local law, statute, code or regulation; (2) any formally adopted and generally applicable rule, requirement, determination, standard, policy, implementation schedule, or other order of any governmental body having appropriate jurisdiction; (3) any governmental approval; and (4) the applicable policies of the Authority.

In the event that the Operator or any subcontractor fails at any time to comply with Applicable Law, the Operator will be required to: (1) immediately correct such failure and resume compliance with Applicable Law; (2) pay any resulting fines, assessments, levies, impositions, penalties, damages or other charges; (3) indemnify, defend and hold harmless the Authority in accordance with the terms of the Lease Agreement; (4) make all changes in performing the Contract Services that are necessary to assure that the failure of compliance with Applicable Law will not recur; and (5) comply with any corrective action plan filed with or mandated by any governmental body in order to remedy a failure of the Operator to comply with Applicable Law.

## Service Areas

The Lease Agreement will demise a portion of each of the Food/Fuel Facilities along the New York State Thruway known as:

### **Group 1 Service Areas:**

1. Ardsley (MP 6, I-87 North);
2. Chittenango (MP 266, I-90 W);
3. Clarence (MP 412, I-90 W);
4. Clifton Springs (MP 337, I-90 E);
5. Indian Castle (MP 210, I-90 E);
6. Iroquois (MP 210, I-90 W);
7. Junius Ponds (MP 324, I-90 W);
8. New Baltimore (MP 127, I-87 N/S);
9. Oneida (MP 244, I-90 E);
10. Pattersonville (MP 168, I-90 W);
11. Pembroke (MP 397, I-90 E);
12. Plattekill (MP 65, I-87 N);
13. Scottsville (MP 366, I-90 E);
14. Seneca (MP 350, I-90 W);
15. Sloatsburg (MP 33, I-87 N); and
16. Ulster (MP 96, I-87 S).

### **Group 2 Service Areas:**

1. Angola (MP 447, I-90 E/W);
2. DeWitt (MP 280, I-90 E);
3. Guilderland (MP 153, I-90 E);
4. Malden (MP 103, I-87 N);
5. Modena (MP 66, I-87 S);
6. Mohawk (MP 172, I-90 E);
7. Ontario (MP 376, I-90 W);
8. Port Byron (MP 310, I-90 E);
9. Ramapo (MP 33, I-87 S);
10. Schuyler (MP 227, I-90 W); and
11. Warners (MP 292, I-90 W).

The portion of each of the Food/Fuel Facilities demised under the Lease Agreement is referred to individually and collectively, as the context requires, as the Service Areas. The Operator will be provided access to the Service Areas by means of a non-exclusive right to use portions of the existing Food/Fuel Facilities in common with others, including the travelling public, and operators and customers of fuel service facilities located at the Food/Fuel Facilities.

Each of the Service Areas consists of the land, buildings, structures, improvements, fixtures, facilities, equipment, utilities, sewers, drains, roadways, walkways, parking areas, signs, lights and other site improvements shown for it in the area for which the Operator is responsible in the Responsibility Maps included in Exhibit 6 of the RFP; provided that the Authority also reserves the right to modify any Service Area by adding additional land and improvements. Each of the Service Areas will also include any additions, alterations and modifications of site improvements required or authorized by the Authority pursuant to the Lease Agreement.

## Condition of the Service Areas

The Service Areas will be delivered to the Operator in “as is” condition and the Authority will make no representation or warranties whatsoever as to title and physical condition of the Service Areas or otherwise.

## No Ownership Interest

Except for the leasehold interest conveyed by the Lease Agreement, the Operator will not have any ownership interest in the Service Areas. In addition, all Initial Improvements (described in Section 4 below) shall become the property of the Authority upon incorporation into the Service Areas. Improvements not required by the Lease Agreement, but requested by

the Operator and authorized by the Authority, shall also become the property of the Authority on incorporation into the Service Areas. The Operator shall not grant any property rights that are inconsistent with the Operator's leasehold interest or the terms and conditions of the Lease Agreement.

### **Fueling Services**

Fueling services located at each of the Food/Fuel Facilities will be operated pursuant to a separate contract or contracts of the Authority and will not be the responsibility of the Operator under the Lease Agreement. The area at the Food/Fuel Facilities for which any fuel services contractor will be responsible is shown in the Responsibility Maps included in Exhibit 6 of the RFP.

### **Assignments**

Neither the Lease Agreement nor any Operator interest therein may be assigned or otherwise transferred, in whole or in part, directly or indirectly without the Authority's prior written consent. In the event any assignment or transfer would result in any consideration to the Operator or to any affiliate of the Operator, the Authority may, as a condition of granting its consent, elect to participate in such consideration in an amount to be determined by the Authority.

### **Sublease**

Prior to execution of the Lease Agreement, the Operator and the Authority will establish a subleasing program for the Service Areas, which will include mechanisms for its modification over time. The Operator will be required to submit to the Authority, in advance, each proposed sublease of any portion of the Service Areas, along with evidence that they conform to the applicable subleasing program. Subleases that do not conform to the leasing program will be subject to the prior written approval of the Authority. Subleases shall not extend beyond the Term of the Lease Agreement

### **Labor**

The Operator shall maintain order at all times among the Operator's employees and its subcontractors and their employees. The Operator will have exclusive responsibility for labor disputes arising in connection with the performance of the Contract Services under the Lease Agreement.

All construction, alteration and related work ("Construction Work") shall be considered public work and subject to the requirements of Articles 8 and 9 of the State Labor Law. For Construction Work, all on-site workers shall be paid at least prevailing wages according to the schedule found at:

<http://wpp.labor.state.ny.us/wpp/publicViewProject.do?method=showIt&id=881439>.

The Operator and/or subcontractors shall ensure that workers are paid the appropriate wages and supplemental (fringe) benefits. The Operator and/or subcontractors shall obtain periodic wage rate schedule updates from the State Department of Labor (NYSDOL). Wage rate

amendments and supplements are available on the NYSDOL website at: [www.labor.ny.gov](http://www.labor.ny.gov). All changes or clarification of labor classification(s) and applicability of prevailing wage rates shall be obtained in writing from the Office of the Director, NYSDOL Bureau of Public Work. The Operator is solely responsible for the cost of changes in wage rate schedules and supplements (fringes) over the Term of the Lease Agreement.

### **Key Personnel**

The Operator shall utilize "Key Personnel" identified in the Proposal to perform the roles and responsibilities identified therein. Key Personnel may not be substituted without the Authority's prior written consent.

### **Authority Representatives**

The Operator shall fully cooperate with all Authority representatives designated by the Authority.

### **Safety and Security**

The Operator shall maintain the safety of the Service Areas at a level consistent with all federal, State and local safety and health codes, rules and regulations. The Operator shall assume responsibility for preparing a "Safety and Security Plan" for each Service Area, which plans must be approved by the Authority, and implementing and monitoring all safety precautions and programs related to the performance of the Contract Services to ensure the safety of all employees and other persons present on or about the Service Areas. The Operator shall obtain the Authority's initial approval during the Transition Period (defined below) prior to the Commencement Dates. The Authority's approval of a Safety and Security Plan or any modifications will be for the Authority's sole benefit and will not transfer any liability to the Authority or relieve the Operator of responsibility for its contents and adequacy.

### **Operational Plans**

The Contract Services shall be performed substantially in compliance with "Operational Plans" for each Service Area, which plans shall be prepared by Operator and approved by the Authority. The Operational Plans must address all of the specific information required by the RFP and shall address operating responsibilities both prior to and after completion of the Initial Improvements. The Operator shall obtain the Authority's initial approval during the Transition Period (defined below) prior to the Commencement Dates. The Operator shall keep the Operational Plans current in accordance with the Lease Agreement, including the preparation of supplements and revisions which are required due to the design, construction and installation of all Initial Improvements and other improvements authorized by the Authority. The Authority's approval of an Operational Plan or any modifications will be for the Authority's sole benefit and will not transfer any liability to the Authority or relieve the Operator of responsibility for its contents and adequacy.

### **Quality Management Plan**

The Contract Services shall be performed substantially in compliance with a "Quality Management Plan," which shall be prepared by Operator and approved by the Authority. The Quality Management Plan shall address all activities related to the design, construction, operation and maintenance of the Service Areas, including but not limited to, required reconstruction, redevelopment and other substantial improvements, and required operation, maintenance, repair, food and customer services. The Quality Management Plan shall describe the processes and procedures that the Operator will employ to ensure compliance with the performance standards specified in the Lease Agreement utilizing the highest industry standards of quality control and assurance. The Quality Management Plan shall identify Operator monitoring activities and schedules, and define related corrective actions for compliance with the performance standards specified in the Lease Agreement. The initial draft Quality Management Plan shall be submitted Authority for review and comment at a minimum of sixty (60) days prior to the Group 1 Commencement Date. The Operator shall obtain the Authority's initial approval during the Transition Period (defined below) prior to the Group 1 Commencement Date. The Operator shall keep the Quality Management Plan current in accordance with the Lease Agreement, including the preparation of supplements and revisions that are required due to the design, construction and installation of all Initial Improvements and other improvements authorized by the Authority. The Authority's approval of the Quality Management Plan or any modifications will be for the Authority's sole benefit and will not transfer any liability to the Authority or relieve the Operator of responsibility for its contents and adequacy.

### **Project Management Plans**

The Contract Services shall be performed substantially in compliance with "Project Management Plans" for each Service Area, which plans shall be prepared by Operator and approved by the Authority. Each Project Management Plan shall set forth a schedule for when the Operator will reconstruct, renovate and substantially improve each of the Service Areas and describe the scope of work, anticipated work schedule and potential impact on service and access to each Service Area. For each Service Area, at least three (3) months prior to the commencement of any reconstruction, renovation or other substantial improvements, the Operator shall submit a draft Service Area-specific Project Management Plan to the Authority for review and comment. Each Project Management Plan shall include a development schedule identifying the scope of work, major milestones, intended date of work commencement and completion, required third-party approvals, anticipated impacts on operations, access and revenue, and potential inconveniences to users and shall include an impacts mitigation plan and stakeholder communications plan that shall be appended to the Project Management Plan. The Operator shall obtain the Authority's approval prior to the commencement of any construction work at each Service Area. The Authority's approval of the Project Management Plan will be for the Authority's sole benefit and will not transfer any liability to the Authority or relieve the Operator of responsibility for its contents and adequacy.

## **SECTION 2 – FINANCING OF INITIAL IMPROVEMENTS**

### **Leasehold Mortgages**

The Lease Agreement will contain typical terms and conditions permitting leasehold mortgages to “Institutional Lenders” for the purpose of financing the required improvements, including mortgagee protective provisions, such as the right to notice of Operator defaults under the Lease Agreement and the opportunity to cure, the right to a new lease under certain circumstances of early termination, and limitations on the ability of the Authority and the Operator to amend specific provisions of the Lease Agreement. There will, however, be limitations on transfers in connection with, and following any, foreclosure, including requirements that the transferee meet certain operating and financial qualifications and that neither it nor any of its members be a “Prohibited Person” as defined in the Lease Agreement.

### **Private Financing**

The Operator shall be solely responsible for obtaining and repaying all financing necessary for the Initial Improvements, and any other improvements authorized by the Authority during the Term, at its own cost and risk and without recourse to the Authority.

All debt or other obligations issued or incurred by the Operator in connection with the Lease Agreement shall be issued or incurred only in the name of the Operator. The Authority shall have no obligations to pay debt service on any such debt or other obligations, or to join in, execute or guarantee any note or other evidence of indebtedness of the Operator. In no event will any interest of the Authority, the State or any other governmental entity, agency or authority be pledged or encumbered as security for the Operator’s debt.

The amortization term of any debt financing or re-financing undertaken by the Operator shall not exceed the Term, unless otherwise agreed to by the Authority in its discretion.

### **Refinancing**

The Operator will have the right, with the Authority’s prior written consent, to refinance the debt incurred for the Initial Improvements. The Authority will share in not less than fifty percent (50%) of any net refinancing gains (as determined by the Authority) except to the extent the refinancing is specifically identified as part of the Operator’s proposed plan of financing.

## **SECTION 3 – TRANSITION PERIOD**

### **Transition to Operator Responsibility for Service Areas**

The Lease Agreement will identify a period (“Transition Period”) prior to each of the Commencement Dates. The primary purpose of each Transition Period is to enable the parties to provide for a smooth and orderly transition of management of the Service Areas from the current operators to the Operator. The Operator may perform further investigations of the Service Areas during the Transition Period in accordance with any requirements and restrictions set forth in the Lease Agreement. Each Transition Period will be of a limited duration during which the Operator will work through the diligent performance of its Transition Period responsibilities.



### **Operator Transition Period Responsibilities**

The Operator shall satisfy the following Transition Period responsibilities:

- (1) The Operator shall carry out all of its responsibilities under a "Transition Plan" that will be developed by the Operator, and be subject to the Authority's approval, to ensure the orderly transfer of management responsibility for the Service Areas from the current operators to the Operator and shall provide all management, technical, administrative, labor relations and other personnel necessary in connection therewith;
- (2) The Operator shall prepare, finalize and provide to the Authority the Safety and Security Plans, the Operational Plans, the Quality Management Plan and the Renewal and Replacement Plans (defined below) required pursuant to the Lease Agreement for the performance of the Contract Services; and
- (3) The Operator shall submit complete applications and take all other steps which are necessary under Applicable Law to obtain all governmental approvals required to be obtained by the Operator to commence the performance of the Contract Services.

The Authority's approval of any plan relating to, or aspect of, the Transition Period will be for the Authority's sole benefit and will not transfer any liability to the Authority or relieve the Operator of responsibility for its contents and adequacy.

### **Access to Service Areas during Transition Period**

The execution of the Lease Agreement shall be deemed to constitute the granting to the Operator of a right of access to the Service Areas during the Transition Period for the purposes of (1) carrying out its responsibilities pursuant to the Transition Plan, and (2) performing all necessary on-site investigations of the Service Areas in accordance with any requirements and restrictions set forth in the Lease Agreement. Such right of access shall be subject to the Authority's prior approval and shall be subject to the rights of the current operators of the Service Areas under the existing operating agreements. The Operator shall assume all risks associated with such activities and shall indemnify, defend and hold harmless the Authority pursuant to the terms of the Lease Agreement.

## **SECTION 4 – CONSTRUCTION OF INITIAL IMPROVEMENTS**

### **Required Improvements**

The Lease Agreement will specify improvements that the Operator will be required to make to the Service Areas ("Initial Improvements") which will represent the negotiated agreement of the parties based upon the improvements to the Service Areas included in the Proposal submitted by the Operator in response to the RFP. The Operator shall have sole liability and responsibility for the design, construction and performance of such Initial Improvements. The design, construction and performance of the Initial Improvements must be done in a manner that meets the design and performance standards set forth in the Lease Agreement. Specific design and architectural requirements with which the Operator will be required to comply under the Lease Agreement are set forth in an Exhibit to the RFP. The Operator shall be solely

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| responsible for meeting all conditions precedent to the opening of the Initial Improvements as set forth in the Lease Agreement and for any defects in the design or construction, or in the existing Service Areas, discovered during or after completion of the Initial Improvements.   |
| <b>Alterations and Other Improvements</b>   |
| The Operator shall not construct or alter any improvements at the Service Areas, other than implementing the Initial Improvements without first obtaining the prior written approval of the Authority. On obtaining approval of the Authority, the Operator shall complete construction with due diligence in accordance with the requirements of the Lease Agreement.  |
| <b>Construction Permits</b>   |
| The Operator shall obtain all necessary permits for construction work from the Authority or other applicable governmental body prior to commencement of construction at the Operator's sole expense. The "Environmental Information" (Appendix E to the RFP) identifies certain permits that may be required.   |
| <b>Plans, Specifications and As-Builts</b>  |
| Before commencement of any construction, the Operator shall submit to the Authority for its review and approval detailed plans and specifications prepared by a duly qualified and registered architect or professional engineer licensed in the State, signed and sealed, with a level of detail acceptable to the Authority. Approval by the Authority of any plans and specifications for the Initial Improvements, including any change to such plans and specifications required by the Authority, or any other alterations or improvements at the Service Areas, shall not constitute an assumption by the Authority of any liability for the design, engineering or structural integrity of the buildings or improvements proposed to be erected by the Operator. Following completion of construction of any improvements the Operator shall submit to the Authority drawings and complete files in an electronic and paper form acceptable to the Authority for the "as built" plans and specifications. |
| <b>Construction Commencement</b>  |
| Construction of the Initial Improvements shall commence on the date(s) specified in the Lease Agreement, following satisfaction of any specified pre-conditions set forth in the Lease Agreement. The period of construction of Initial Improvements at any Service Area will constitute the "Redevelopment Period" for such Service Area. The Redevelopment Period for each Service Area will end on the "Opening Date" which is the date on which the Initial Improvements are completed in accordance with the Lease Agreement and the Service Area is fully open to the travelling public. The Operator shall minimize the disruption of Food/Fuel Facilities services by staggering the construction schedule so that Initial Improvements are not concurrently being constructed at adjacent Service Areas in the same direction.   |
| <b>Delay Liquidated Damages</b>   |
| The Lease Agreement will include a "Scheduled Opening Date" for each Service Area by which the Opening Date for such Service Area will be required to have occurred. The Authority  |



shall have the right to assess liquidated damages in an amount equal to the quotient derived by dividing (a) the Minimum Annual Guaranteed Rent (defined in Section 10 below) by (b) 365, for each day of unexcused delay in achieving the Opening Date beyond the date that is 30 days following the Scheduled Opening Date for each Service Area.

#### **Construction Practice**

The Operator shall have exclusive responsibility for all construction means, methods, techniques, sequences, and procedures necessary or desirable for the correct, prompt, and orderly prosecution and completion of the Initial Improvements. The materials, machinery, structures, improvements, and equipment to be furnished as part of the Initial Improvements shall be new, of recent manufacture, and of good quality.

#### **Environmental Compliance**

The Operator shall comply with all applicable environmental laws, rules and regulations and shall comprehensively integrate environmental compliance into all design, construction and operational activities. Specific environmental requirements with which the Operator will be required to comply under the Lease Agreement are set forth in the "Environmental Information" Appendix to the RFP. Information pertaining to the State Environmental Quality Review Act Draft Full Environmental Assessment Form is included as an Appendix to the RFP.

#### **Hazardous/Regulated Substances**

The Operator shall bear full responsibility for, and bear all costs resulting from, the generating, handling, treatment, storage, removal, remediation, avoidance, or other appropriate action (if any), with respect to: (1) any hazardous or regulated substance under Applicable Law ("Regulated Site Condition") present at, on, in or under, or migrating or emanating to or from a Service Area, including but not limited to Regulated Site Conditions resulting from materials that were brought or caused to be brought onto the Service Area by any act or omission of the Operator or any of its subcontractors, except as specified below; (2) the creation or exacerbation of any Regulated Site Condition due to fault of the Operator or the negligence, recklessness or willful misconduct of the Operator or any of its subcontractors; and (3) any other matter specified as an Operator responsibility in the "Environmental Information" Appendix to the RFP. The Operator shall assume all such risks and shall indemnify, defend and hold harmless the Authority and the State pursuant to the terms of the Lease Agreement. Except as specified in the "Environmental Information" Appendix to the RFP, the Authority will be responsible for unknown Regulated Site Conditions that exist prior to the commencement of the Term.

#### **Design and Construction Oversight**

The Authority shall have the right at all times to monitor, inspect, sample, measure, attend, observe or conduct tests and investigations, and conduct any other oversight respecting any part or aspect of the Initial Improvements to the extent necessary or advisable to comply with applicable government requirements and to verify the Operator's compliance with the Lease Agreement. The Operator at all times will coordinate and cooperate, and require its subcontractors to coordinate and cooperate, with the Authority and its agents/employees. The

Authority may, with or without cause, by written notice, order the Operator to suspend, delay or interrupt all or any part of the construction work for such period of time as the Authority may determine to be appropriate.

### **Continuous Operations and Access to Fueling Services**

The Operator shall continue to perform all operations and maintenance responsibilities specified in the Lease Agreement throughout the Term of the Lease Agreement, including during the Redevelopment Period with regard to Initial Improvements and during the construction of any other improvements authorized by the Authority. Any closure of a Service Area to accommodate construction of the Initial Improvements or any other improvements authorized by the Authority will be subject to the Authority's prior approval, which shall not be unreasonably withheld.

The Operator shall ensure that continuous access is provided for the travelling public to the separately-contracted fueling services located at the Food/Fuel Facilities throughout the entire Term, including during the construction of the Initial Improvements or any other improvements authorized by the Authority.

## **SECTION 5 – OPERATION AND MANAGEMENT OF SERVICE AREAS**

### **24/7 Operations**

The Operator shall operate the Service Areas for the benefit of the traveling public every day of the year beginning on each of the applicable Commencement Dates. The Operator shall provide twenty-four hour a day operation of: (a) each Service Area at the prescribed level of service set forth in the Lease Agreement (e.g.: "Level 2B"); (b) the applicable food and retail services at each Service Area as specified in the Lease Agreement (during the hours specified therein); (c) restrooms, common areas, lobbies, dining areas and automatic vending machines; and (d) Automated Teller Machines (ATMs).

### **Operations Manager**

The Operator shall appoint a New York-based full-time manager of the Service Areas (the "Operations Manager") whose sole employment responsibility shall be managing the Operator's performance of the Contract Services. The Operations Manager shall be trained, experienced and proficient in the management and operation of service areas located on major highways comparable to the Service Areas and shall have all required certifications under Applicable Law, as applicable. The Authority shall have the right to approve the hiring of any proposed candidate for Operations Manager during the Term, which right of approval shall not be exercised unreasonably. The initial Operations Manager shall not be replaced, unless otherwise approved by the Authority in its discretion, for a period of three years from commencement of the Term absent death, disability, retirement, resignation or cessation of employment with the Operator. The Operator shall replace the Operations Manager at the request of the Authority, after notice and a reasonable opportunity for corrective action, in the event the Authority determines, in its discretion, that an unworkable relationship has developed between the Operations Manager and the Authority.

### **Staffing Generally**

The Operator shall staff the Service Areas during the Term in accordance with the Lease Agreement. The Operator shall discipline or replace, as appropriate, any employee of the Operator or any subcontractor engaging in unlawful, unruly or objectionable conduct. The Operator shall notify the Authority of any material change in staffing levels and positions from time to time and shall not make any such material change if the new staffing level would adversely affect the ability of the Operator to provide the Contract Services in accordance with the Lease Agreement. The Operator shall replace any Operator or subcontractor employee at the request of the Authority, after notice and a reasonable opportunity for corrective action, in the event the Authority determines, in its discretion, that such employee does not have the requisite skills for the tasks assigned or has engaged in unlawful, unruly or objectionable conduct.

### **Common Area Maintenance Staffing**

The Operator shall provide Common Area Maintenance (“**CAM**”) staff at every Service Area whose sole responsibility is to maintain the cleanliness, appearance, amenities and conveniences in all customer areas including, but not limited to, restrooms, lobbies, dining areas, concept front counter areas, gift shops, vending areas, vestibules, landscaping, patios, sidewalks, curbs, car parking areas, truck parking areas, playgrounds, picnic areas, and pet areas, if applicable to the site.

The Operator shall have, at a minimum, three (3) CAM staff working at each Service Area, except “Level 1” Service Areas or equivalent design (as described in Exhibit 5 of the RFP), 7 days per week between the hours of 6:00 AM and 10:00 PM, and two (2) CAM Staff working between the hours of 10:00 PM and 6:00 AM, unless a Service Area is closed for construction. For “Level 1” Service Areas or equivalent, a minimum of one (1) CAM staff shall be staffed 24 hours per day, 7 days per week, 365 days a year, unless a Service Area is closed for construction. On holidays and the busier travel days that surround them, the Operator shall have a minimum of one (1) additional CAM person staffed at each Service Area. Those days include, but are not limited to: Memorial Day, Independence Day, Labor Day, Columbus Day and Thanksgiving Day.

### **Flags and Flagpoles**

The Operator shall provide and maintain flag poles and flags at each Service Area. Each Service Area is required to have a U.S. flag, New York State flag, POW-MIA flag, applicable poles and required lighting for the flags. Flags must never be worn, torn, tattered or faded. Flags must be raised and lowered in accordance with proclamations by the Governor or as directed by the Authority.

### **Reservation of Authority Rights**

The Authority shall have the right (at no cost to the Authority) to require the Operator to provide space at the Service Areas, at locations determined by the Authority in consultation with the Operator, to accommodate programs that promote the State and provide for the safety and

well-being of motorists and their passengers at the Service Areas. These programs currently include:

- (1) Taste NY Farm Markets (Seasonal – Outside of Restaurant Building);
- (2) High-Speed Electric Vehicle (EV) Charging Stations;
- (3) Video monitors, traffic cameras and other technology operated and maintained by the Authority to provide public safety and other agency-related information; and
- (4) Authority-hosted public events.

The Authority reserves the right to use, or to allow any third party to use, through contract, permit or otherwise, portions of the Service Areas, to provide the services listed above or any similar services, and the Authority reserves the right to retain all revenues from such use. The Operator shall cooperate with the Authority, and any party designated by the Authority, to accommodate any such use by the Authority or party designated by the Authority. The Authority also reserves the right to direct the Operator to provide the services listed above or any similar services.

The Operator shall also provide space at the Service Areas (at no cost to the Authority) for Authority back office functions, including staff areas, storage and wiring cabinets, including but not limited to the Thruway Statewide Operations Center which shall remain at the Pattersonville Service Area during the Term, unless the Authority determines otherwise.

### **Sale of Taste NY Food and Drink Products**

The Operator shall implement a Taste NY food and drink program at each of the Service Areas. Such program shall consist of goods and products from State vendors and shall be provided in a fashion to showcase the special offering of State vendors. The Operator shall submit to the Authority for its review and approval: (1) plans for the Taste NY program at each Service Area; (2) lists of proposed goods, products and prices; and (3) proposed hours of operation. Any change to the Authority approved plans, prices or hours of operation shall be subject to Authority approval.

The Operator shall enter into a Trademark License Agreement with the NYS Department of Agriculture and Markets authorizing the Operator's use of the Taste NY mark. The Operator shall comply at all times with the Taste NY Retail Guidelines and Taste NY Brand Guide as such may be amended from time to time.

All Taste NY revenues shall be included in the determination of Gross Sales as described in Section 10 below.

### **Food and Beverage Prices**

All food and beverage prices (including automatic vending prices) shall be based on survey averages of off-road operations within the proximity of each Service Area and are subject to Authority approval. Initial food and beverage prices shall be based on surveys of the locations that will be listed in the Lease Agreement. With respect to each Service Area, if the Authority determines that prices at a specific survey restaurant are not comparable to the prices at other

restaurants for the correlative survey group, the Authority in its reasonable discretion may require a replacement of such survey restaurant. Prices for all food and beverage items shall be set no higher than 10% above the survey average for such item. All surveys shall be carried out by the Operator and must be accompanied by supporting information acceptable to the Authority. Surveys shall be conducted at least twice every Lease Year and not more than four times per Lease Year. The Authority reserves the right to conduct its own surveys during the Term and to require downward price adjustments if average prices obtained by such survey are lower than those in effect.

#### **Prices of Non-Food and Beverage Items**

Prices of all non-food and beverage items must be commercially reasonable and approved by the Authority. Reasonableness of prices shall be judged primarily by comparison with those currently charged for comparable goods or services sold or furnished in proximity to the Service Area. If such goods or services are not sold or furnished in proximity to the Service Area, reasonableness will be judged based on prices of goods or services sold or furnished in conditions deemed in the Authority's reasonable judgment to be similar.

#### **Future Revenue Opportunities**

Unless expressly provided for in the Lease Agreement, any non-retail revenue opportunities that become available to the Operator during the Term shall be subject to the Authority's written approval, which will specify the Authority's share of the revenues generated from such future non-retail revenue opportunity.

#### **Coin Operated Games, Amusement and Toy Vending**

Coin operated games, amusements and toy vending machines are not allowed without the prior written approval of the Authority. If allowed, they must be located in a designated room away from common areas. The number of and placement of machines are subject to Authority approval.

#### **Other Prohibited Uses**

The Operator shall not use or allow the Service Areas or any part thereof to be used, occupied or operated in any manner or for any purpose that would constitute a prohibited use, or void, or make voidable, any insurance then in force with respect to the Service Areas.

Prohibited uses will be defined in the Lease Agreement and will generally include uses that are not appropriate for the general public; uses that are not related to the services being requested under the RFP; uses that emit or result in strong, unusual or offensive odors, fumes, dust or vapors; uses that are a public or private nuisance; uses that emit noise or sounds which are objectionable due to intermittence, beat, frequency, shrillness or loudness; and uses that create hazardous conditions.

## **SECTION 6 – OPERATOR MAINTENANCE, REPAIR AND REPLACEMENT OBLIGATIONS**

### **Ordinary Maintenance**

The Operator shall perform all normal and ordinary maintenance of the machinery, equipment, structures, improvements and all other property constituting the Service Areas, shall keep the Service Areas in good working order, condition and repair, in a neat and orderly condition and in accordance with the Lease Agreement, and shall maintain the aesthetic quality of the Service Areas as improved by the Initial Improvements. The Operator shall provide or make provisions for all labor, materials, supplies, equipment, spare parts, consumables and services which are necessary for the normal and ordinary maintenance of the Service Areas and shall conduct predictive, preventive and corrective maintenance of the Service Areas required by the Lease Agreement.

During the Transition Period the Operator shall develop a “Renewal and Replacement Plan” for each Service Area that is acceptable to the Authority. The Operator shall obtain the Authority’s initial approval during the Transition Period (defined below) prior to the Commencement Dates. The Renewal and Replacement Plan must address the performance of all maintenance, repair and replacement obligations of the Operator and also include the specific information required by the RFP. Throughout the Term the Operator shall keep maintenance logs and shall otherwise comply with the Renewal and Replacement Plan for each Service Area. The Renewal and Replacement Plan shall be updated annually as provided for in the Lease Agreement. The Authority’s approval of a Renewal and Replacement Plan or any modifications will be for the Authority’s sole benefit and will not transfer any liability to the Authority or relieve the Operator of responsibility for its contents and adequacy.

### **Maintenance and Repair of the Grounds of the Service Areas**

The Operator, in accordance with the Lease Agreement, shall keep the grounds of the Service Areas in a neat and orderly condition. In the area for which the Operator is responsible in the Responsibility Maps included in Exhibit 6 of the RFP, the Operator shall maintain and repair all signage, fencing and other security systems at the Service Areas, shall provide landscape maintenance (including the replacement of all dead or dying plants), shall service and maintain any on-site irrigation systems and shall remove snow and ice as required. The Authority will be responsible for certain maintenance responsibilities excluded from the Operator’s scope, as described in Section 9 below.

### **Pest Control**

The Operator shall ensure that all areas, inside and outside of buildings at the Service Areas are kept free from ants, flies, rodents, roaches, bees, birds or other pests, insects or vermin and so that the Service Areas are consistently maintained in safe, clean, neat and attractive conditions.



### **Trash and Debris Removal**

The Operator shall be responsible for the removal and proper disposal of trash and debris at the Service Areas and shall maintain, repair and replace trash receptacles in sufficient numbers to serve the customer traffic levels at each Service Area.

### **Major Maintenance, Repairs and Replacements**

The Operator shall and in addition to its obligation to perform ordinary maintenance, also perform all major maintenance, repairs and replacement of the machinery, equipment, structures, improvements, fixtures, all utilities, except for wastewater treatment plants as provided in Section 9, and all other property constituting the Service Areas during the Term required under the Lease Agreement, including all maintenance, repair and replacement which may be characterized as “major” or “capital” in nature. All such maintenance, repair and replacement shall be performed in accordance with the terms and conditions of the Lease Agreement. The Authority’s approval for any such maintenance, repair or replacement shall not be required unless capital improvements are required, in which event the Authority shall have the approval rights set forth below. The foregoing obligations of the Operator are intended, in conjunction with the Handback Requirements described in Section 8 below, to assure that the Service Areas are fully, properly and regularly maintained, repaired and replaced in order to preserve their long-term reliability, durability and efficiency, and that in any event the Service Areas are returned to the Authority at the end of the Term in a condition that does not require the Authority to undertake a significant overhaul or immediate replacements in order to continue to provide reasonably priced and efficient services to the travelling public.

### **Renewal and Replacement Reserve Account**

The Operator will annually fund a “Renewal and Replacement Reserve Account” by depositing a minimum amount of one percent (1%) of the total Capital Investment the Operator expended for the Initial Improvements during the Redevelopment Period per Service Area at the commencement of each Lease Year following the completion of the Redevelopment Period for each Service Area; provided, however, that in no event shall the amount deposited annually by the Operator per Service Area be less than 1% of the capital expenditure the Operator proposed for such Service Area. The Renewal and Replacement Reserve Account shall be used for renewal and replacement of the Service Areas to pay for capital improvements that cost more than \$2,500 and have a minimum useful life of three (3) years (such amounts expended by the Operator to meet this obligation being “Reinvestment Capital Expenditures”). Capital improvements to the Service Areas that cost more than \$15,000 shall require prior written approval from the Authority’s Director of Maintenance and Operations. All items toward which Reinvestment Capital Expenditures are applied shall be deemed to be the property of the Authority.

Funds in the Renewal and Replacement Reserve Account that are not expended in any Lease Year after the Redevelopment Period shall remain in the Renewal and Replacement Reserve Account to be used in future Lease Years and can, at the Authority’s discretion based on the Renewal and Replacement Plan, be rolled forward for subsequent periods. The Authority reserves the right to require the Operator to remit the unspent funds in the Renewal and

Replacement Reserve Account to the Authority. Any remaining funds in the Renewal and Replacement Reserve Account that have not been expended upon the expiration or termination of the Lease Agreement shall be remitted to the Authority. All items toward which Reinvestment Capital Expenditures are applied shall be deemed to be the property of the Authority.

## **SECTION 7 – KEY PERFORMANCE INDICATORS AND NON-COMPLIANCE**

### **Key Performance Indicators and Performance Standards**

The Lease Agreement will specify performance standards and other “Key Performance Indicators” with which the Operator will be required to comply during the Term. The initial Key Performance Indicators that will be included in the Lease Agreement are being developed by the Authority and will be provided to Proposers during the Proposal preparation period. The Operator and the Authority will jointly review the Key Performance Indicators periodically during the Term to evaluate and, to the extent required in the Authority’s discretion, modify the Key Performance Indicators to ensure that they continue to support the overall quality of service objectives of the Lease Agreement.

### **Noncompliance Events**

The Operator shall operate and maintain the Service Areas in accordance with the standards established by the Key Performance Indicators and the Authority shall regularly inspect the Service Areas to evaluate compliance by the Operator. Failures of compliance with the Key Performance Indicators will result in the occurrence of “Noncompliance Events” which will be specified in the Lease Agreement. The Lease Agreement will also detail the notice and reporting requirements related to the Key Performance Indicators.

### **Noncompliance Points**

The Authority may assess “Noncompliance Points” in respect of a Noncompliance Event, which will trigger Authority rights to liquidated damages and to additional oversight and management by the Authority (at Operator expense) if the underlying performance issues are not cured by the Operator within the applicable cure period to be set forth in the Lease Agreement. Uncured or persistent Noncompliance Events will provide the Authority the right to terminate the Lease Agreement for Operator default.

## **SECTION 8 – HANDBACK REQUIREMENTS**

### **Required Condition at End of Term**

On the expiration of the Term, each of the Service Areas shall be in a condition which is consistent with the Operator having performed its maintenance, repair and replacement obligations in accordance with the requirements set forth in the Lease Agreement. The Lease Agreement will also include remaining useful life and similar requirements for specified components of the Service Areas at the expiration of the Term. The foregoing requirements will constitute the “Handback Requirements”.



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| <b>Handback Survey</b>   |
| Not later than five years prior to the expiration of the Term, the Authority will conduct an inspection and survey of each of the Service Areas ("Handback Survey"). The Handback Survey will include a description of the additional work ("Handback Work") necessary to meet the Handback Requirements and a cost estimate for the Handback Work. If the Handback Survey indicates that any element of the Service Areas, on the expiration of the Term, will not be in a condition consistent with the Handback Requirements the Operator shall provide the Authority with the Operator's plan to perform the Handback Work ("Handback Work Plan"), including the method and schedule for performing the Handback Work without adversely impacting Service Area operations. The Handback Work Plan will be subject to review and approval by the Authority.   |
| <b>Handback Reserve</b>  |
| The Authority shall, based on the Handback Survey and in consultation with the Operator, determine the amount ("Handback Reserve") it reasonably believes necessary to complete the Handback Work. The Operator will be required to pay an amount equal to the Handback Reserve to the Authority and the Authority will deposit such amount in an interest-bearing bank account ("Handback Reserve Account"). The Handback Reserve shall be fully funded by the Operator on or before the date which is 1,460 days prior to the expiration of the Term. The Operator shall have the right, upon the submittal of certified requisitions to the Authority with full supporting receipts or other evidence of payment, to withdraw from the Handback Reserve Account amounts necessary to reimburse itself for amounts actually expended in the performance of the Handback Work.  |
| <b>Performance of the Handback Work and Further Inspection</b>   |
| The Operator shall implement the Handback Work Plan and take all other steps necessary to assure compliance with the Handback Requirements at its sole cost and expense, notwithstanding the fact that the actual cost of compliance may be higher than the Handback Reserve or other agreed upon security. Prior to the expiration of the Term, the Authority shall conduct a further inspection and survey of the condition of each of the Service Areas and the progress of the Handback Work.  |
| <b>Final Authority Condition Assessment</b>  |
| On, or promptly after, the expiration of the Term, the Authority, will either: (1) issue to the Operator a handback certificate confirming compliance with the Handback Requirements and after issuance of such certificate, the Authority will return any remaining amount in the Handback Reserve Account to the Operator; or (2) notify the Operator of its decision not to issue the handback certificate, setting out each respect in which the Handback Work was not properly performed or the Service Areas do not comply with the Handback Requirements and stating the Authority's estimate of the cost it reasonably believes is necessary to complete all work required for the Service Areas to comply with the Handback Requirements. The Operator may, within a specified time period, object to any matter set forth in the notice giving details of the grounds of each such objection and setting out the Operator's proposals in |

respect of such matters; except that, no such proposals may be made for additional Handback Work subsequent to the expiration of the Term.

### **Final Compliance**

If the Service Areas do not, at the expiration of the Term, comply in all respects with the Handback Requirements, the Operator shall pay to the Authority an amount equal to the cost of completing any outstanding Handback Work based on the Authority's cost estimate, net any amount remaining in the Handback Reserve Account, which shall be for the account of the Authority.

## **SECTION 9 – AUTHORITY OBLIGATIONS**

### **Authority Obligations during the Term**

The Authority will be responsible for the following:

- (1) Providing Wi-Fi service and access points at all Service Areas (the Authority may, at its option, extend Wi-Fi to the truck parking areas at the Service Areas);
- (2) Providing and maintaining a minimum of three (3) motherboard signs for each restaurant portion of the Service Area and one (1) motherboard sign for other services provided by the tenants of the Operator and the Authority at all Service Area locations;
- (3) Continually maintain, operate and upgrade wastewater treatment plants, and the pipes within the fence line of such plants, as necessary to meet State Department of Environmental Conservation permit requirements, but only to the extent the Authority continues to operate any such wastewater treatment plant at a Service Area;
- (4) Performing snow removal and de-icing of entrance and exit roadways to and from each Service Area in the area for which the Authority is responsible, as set forth in the Responsibility Maps included in Exhibit 6 of the RFP; and
- (5) Maintaining certain utility infrastructure that serves portions of the Food/Fuel Facilities beyond the Service Areas. The Authority will reserve such rights of access to the Service Areas as may be necessary from time to time to perform its obligations and to otherwise administer, and exercise its rights under, the Lease Agreement.

## **SECTION 10 – RENT, UTILITIES AND OTHER EXPENSES**

### **Operator Payment Obligations**

The Operator's payment obligations to the Authority for the lease of the Service Areas will consist of Initial Rent (defined below) and Operational Rent (defined below), each of which will be payable in monthly installments on an absolutely net basis to the Authority without abatements, offsets or other deductions or counterclaims of any kind. Any other amounts due to the Authority under the Lease Agreement will be "Additional Rent". The Initial Rent, the Operational Rent and any Additional Rent are collectively referred to as "Rent".

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| <b>Initial Rent</b>  |
| For each Service Area, the Operator will pay the Authority a minimum guaranteed rent (“Initial Rent”) on a monthly basis from the commencement of the Term (January 1, 2020 for the Group 1 Service Areas and January 1, 2023 for the Group 2 Service Areas) until the beginning of the Redevelopment Period for such Service Area. The Initial Rent will be suspended to the extent a Service Area is permitted to be closed (and no sales occur) during the Redevelopment Period for such Service Area.  |
| <b>Operational Rent</b>  |
| <p>Commencing on the Opening Date of each Service Area, the Operator will pay the Authority the “Operational Rent” on a monthly basis in an amount equal to a percentage of the Gross Sales (defined below) at the Service Area specified in the Lease Agreement but subject to annual reconciliation to assure that the Authority receives no less than the “Minimum Annual Guaranteed Rent” specified in the Lease Agreement.</p> <p>For purposes of calculating the Operational Rent, “Gross Sales” shall be amounts generated from the sale of all items and the provision of all services at all of the Service Areas, including, but not limited to, foods, beverages, commodities, merchandise, articles and services, rental of equipment, prepaid product commissions, fees or charges payable by truckers for use of trucker facilities, income derived from ATMs, money order fees and the amounts generated from sales and provision of services of any nature whatsoever at the Service Areas, whether sold for consumption or use on or off the premises, without deduction for cost of merchandise or rentals of any kind whatsoever. Without limiting the foregoing, Gross Sales shall also include income from sales of cigarettes sold in packs and cigarettes sold in cartons above the applicable State minimum price. Gross Sales, however, shall not include amounts generated from retail sales taxes, merchandise deposits (except upon ultimate sale of the merchandise), sale price of returned merchandise, sales of lottery tickets, sales of E-Z Pass Tags, and sales of cigarette cartons sold at the applicable State minimum price.</p> <p>The Minimum Annual Guaranteed Rent will be appropriately pro-rated to account for any partial Lease Year during which the Operator’s Operational Rent payment obligations are applicable.</p> |
| <b>Escalation of Operational Rent</b>  |
| The Minimum Annual Guaranteed Rent component of the Operational Rent will escalate every five years and remain in effect until the subsequent escalation based on the percentages and amounts in the Operator’s Proposal, as agreed to by the Authority and specified in the Lease Agreement. Escalation for the Group 1 Service Areas will occur during Lease Years 2025, 2030, 2035, 2040, 2045 and 2050. Escalation for the Group 2 Service Areas will occur during Lease Years 2028, 2033, 2038, 2043 and 2048.  |

### **Payment Terms and Reports**

The Operator shall submit payment to the Authority monthly for the Rent, no later than the fifteenth day of each month, which payments will cover the previous month's operations. Concurrently with the Rent payment due on the fifteenth day of each month, the Operator shall submit to the Authority (including the Authority's CFO and any other Authority designee) a completed monthly rental statement in form and substance acceptable to the Authority setting forth the actual Gross Sales at each Service Area during the previous month as well as the Initial Rent (as applicable), the Operational Rent and any Additional Rent due for such month, certified by the CFO of the Operator or other officer of the Operator duly authorized to certify such statements.

### **Authority Audit Right**

Supplementing Paragraph 9 (Records) of Appendix A (Standard Clauses), attached hereto (and which will be incorporated as an appendix to the Lease Agreement), the Operator shall keep separate books and records with respect to Gross Sales and operations for each Service Area. At any time, the Authority and its representatives, upon reasonable notice, shall have the right to audit, examine, review and copy such books and records for the purposes of determining the Operator's compliance with the Lease Agreement. If any examination or audit discloses that the Operator has underpaid the Authority by any amount, then the Operator shall pay all of the reasonable costs and expenses incurred by the Authority in connection with such examination or audit, together with such unpaid Rent with accrued interest thereon at the Overdue Rate (defined below) from the date that such Rent was due.

### **Interest for Late Payment**

All amounts due under the Lease Agreement, whether as Rent, damages, credits, revenue, charges or reimbursements, that are not paid when due shall bear interest at the rate of interest which is the Overdue Rate (defined below), on the amount outstanding from time to time. The "Overdue Rate" will be one percent (1%) of the outstanding Rent for every day that payment is late.

### **Annual Reconciliations**

Within 30 days after the end of each Lease Year, the Operator shall provide to the Authority (including the Authority CFO and other Authority designated representatives) an annual settlement statement ("Annual Settlement Statement") in form and substance acceptable to the Authority setting forth the actual Initial Rent (as applicable) and Operational Rent payable with respect to such Lease Year and a reconciliation of such amounts with the amounts actually paid by the Operator with respect to such Lease Year. The Annual Settlement Statement shall be prepared in accordance with GAAP and certified by the CFO of the Operator or other officer of the Operator duly authorized to certify such statements. All certified Annual Settlement Statements shall be accompanied by calculations showing the determination of the amounts due and the amounts paid in reasonable detail and such other documentation necessary to verify such calculations as the Authority may reasonably request. If the Annual Settlement Statement indicates that the amount of Rent actually paid by the Operator for such Lease Year is less than the amount of Rent actually due for such Lease

Year, the Operator shall pay the Authority the amount of such difference concurrently with the delivery of the certified Annual Settlement Statement to the Authority. If the Annual Settlement Statement indicates that the amount of Rent actually paid by the Operator for such Lease Year is greater than the amount of Rent actually due for such Lease Year, the Authority shall credit to the Rent next due the amount of such difference following the Authority's review and agreement that an overpayment was in fact made by the Operator.

#### **Utilities**

The Operator shall be responsible for the cost of heat, water, electricity and all other utilities related to the Service Areas. When the Authority is providing water and wastewater services, the Operator shall be charged an amount based upon the usage rates charged to similar customers by the service company or the municipality that would otherwise have provided such utility service. The Operator shall also be responsible for providing the means for a temporary water supply acceptable to the Authority at each Service Area.

#### **Taxes and Assessments**

The Operator shall be responsible for payment of any and all taxes, assessments, or levies that may be imposed on, or that are related to, its property, operations, business or its occupancy under the Lease Agreement.

#### **Tolls**

The Operator, its subcontractors and their respective employees shall be responsible for any tolls it incurs on the New York State Thruway.

### **SECTION 11 – SECURITY FOR OPERATOR PERFORMANCE**

#### **Performance Bond**

The Operator shall provide a performance bond covering the faithful performance of the Operator under the Lease Agreement ("Performance Bond"). The Performance Bond shall cover all obligations of the Operator, including, but not limited to, rental obligations, under the Lease Agreement.

The penal sum of the Performance Bond shall be as follows:

- Lease Year 1 through 3 – Five million four hundred thousand dollars (\$5,400,000) plus the Minimum Annual Guaranteed Rent for the prior Lease Year
- Each Subsequent Lease Year – The average annual maintenance and operation costs for all completed Service Areas, calculated from Lease Year 3 through and including the Lease Year preceding the calculation date, but no less than five million four hundred thousand dollars (\$5,400,000) plus the Minimum Annual Guaranteed Rent for the prior Lease Year

### **Construction Payment and Performance Bonds**

The Operator shall provide a payment bond guaranteeing the payment of all labor, materials and supplies on each specific "Capital Project" which is defined to include the Initial Improvements, and subsequent improvements authorized by the Authority, including replacements ("Payment Bond"). The penal sum of the Payment Bond shall be in the amount equal to the capital cost of the specific Capital Project and shall remain in place through acceptance of the Capital Project by the Authority.

The Operator shall provide a performance bond covering the faithful performance of the Operator's obligations under the Lease Agreement during construction of Capital Projects ("Construction Performance Bond"). The penal sum of the Construction Performance Bond shall be in an amount equal to the capital cost of each specific Capital Project and shall remain in place through acceptance of the Capital Project by the Authority.

### **General Bond Requirements**

The Performance Bond, the Payment Bond and the Construction Performance Bond (collectively, the "Bonds") shall be written by sureties that are: (1) licensed to provide surety bonds in the State; (2) listed in the United States Treasury Department's Circular 570, "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsurance Companies"; and (3) otherwise acceptable to the Authority. The Operator shall pay the premiums for the Bonds, with the Authority listed as the obligee. The Authority will accept co-obligee status on the Bonds only where appropriate, as determined in the Authority's discretion, based on the contracting structure of the Successful Proposer.

The Bonds shall be dated no later than the date of execution of the Lease Agreement, or the commencement of work, whichever is sooner. Notwithstanding the foregoing, Bonds required for specific construction projects that commence after the Term begins shall only be required from the commencement of each specific construction project through acceptance of the project by the Authority.

The Bonds shall be delivered to: Insurance Compliance Section, Office of Investments and Asset Management, New York State Thruway Authority, P.O. Box 189, Albany, New York 12201-0189. No work shall commence until the Authority has accepted the Bonds.

Executed original Power of Attorney, Surety and Corporate Acknowledgement forms, and the Surety's most recent financial statement shall accompany the Bonds.

The Operator shall provide a copy of these Authority Surety Bond Requirements to its insurance producer(s) and insurance carrier(s).

The Bonds shall be in forms acceptable to the Authority.

### **Letter of Credit**

In lieu of providing a Performance Bond, the Operator may provide security for the faithful performance of the Operator under the Lease Agreement through an irrevocable direct pay letter of credit issued by a United States bank whose long-term debt is rated "A" or better by



Moody's Investors Service, Inc., Standard & Poor's Ratings Services or Fitch, Inc. and which maintains a banking office in the State (the "Letter of Credit"). The Letter of Credit (i) shall be in the stated amount equal to the required penal sum of the Performance Bond, (ii) shall be for a term of one year, (iii) shall be continuously renewed, extended or replaced so that it remains in effect until 180 days after the expiration or termination of the Lease Agreement, and (iv) shall be issued in a form acceptable to the Authority. The Authority shall have the unconditional right to immediately draw upon the Letter of Credit for the full stated amount thereof in the event that: (a) a notice of non-renewal is received, (b) any required renewal, extension or replacement of the Letter of Credit is not made earlier than the date which is 30 days prior to its expiration date, (c) the long-term debt rating of the issuer of the Letter of Credit falls below the required minimum rating and a replacement Letter of Credit is not provided from an issuer that meets such minimum rating requirements within 30 days, and (d) certain bankruptcy and insolvency circumstances occur related to the Operator or a guarantor that will be set forth in the Lease Agreement.

#### **Guarantor**

The Authority reserves the right to require a guarantor that will unconditionally guaranty the obligations of the Operator or any key subcontractor under the Lease Agreement. A guarantor may be required in the event that the Operator is a special purpose entity or if the Operator included a guarantor in its Proposal. Any guarantor shall be acceptable to the Authority and shall enter into and provide the Authority with a guaranty agreement in form and substance acceptable to the Authority as a pre-condition to the occurrence of the Effective Date of the Lease Agreement.

### **SECTION 12 – INSURANCE**

#### **Insurance Conditions**

The Operator must procure prior to the Group 1 Commencement Date, and maintain throughout the Term, insurance of the kinds and in the amounts specified herein, covering all services and operations under the Lease Agreement, whether performed by the Operator or its subcontractors, in accordance with the following conditions:

- A. All insurance required by the Lease Agreement shall be obtained at the sole cost and expense of the Operator.
- B. All insurance required by the Lease Agreement shall be maintained with insurance carriers licensed to do business in the State, and acceptable to the Authority, with an A.M. Best rating of "A-" or better. The Authority may, at its sole discretion, accept policies of insurance written by a non-authorized carrier or carriers when certificates and/or other policy documentation are accompanied by a completed Excess Lines Association of New York (ELANY) Affidavit. Notwithstanding the foregoing, nothing herein shall be construed to require the Authority to accept insurance placed with a non-authorized carrier under any circumstances.

- C. All insurance required by the Lease Agreement shall be primary to any Authority insurance policy or Authority self-insurance program, which shall be excess and non-contributory.
- D. The Operator shall furnish the Authority with Certificate(s) of Insurance on ACORD Form 25, accompanied by the Authority Supplemental Insurance Certificate (Exhibit 2 – TA-W51343 (11/2017)), for each insurance carrier involved. Such Certificate(s) shall be executed by a duly authorized representative of the insurance carrier, certifying such authorization and showing compliance with the Authority's insurance requirements set forth herein. The Operator shall furnish the Authority with a copy of each Endorsement required herein. For work to be performed within the State, proof of Workers' Compensation and Disability Benefits Insurance shall be indicated on the appropriate Workers' Compensation Board forms as listed in in paragraph F under "Required Insurance Coverages" below.
- E. All policies, by specific Endorsement, shall provide for written notice to the Authority no less than thirty (30) days prior to the cancellation, nonrenewal, or material alteration of any insurance policies referred to therein. Any such notice shall be sent by e-mail to: [Insurancecompliance@thruway.ny.gov](mailto:Insurancecompliance@thruway.ny.gov), attention Insurance Compliance Supervisor. Only in the event that such written notice cannot be delivered via e-mail, notice shall be sent to: New York State Thruway Authority, Office of Investments and Asset Management, P.O. Box 189, Albany, New York 12201-0189.
- F. If insurance policies utilized for Authority projects contain Deductibles or Self-Insured Retentions (SIRs), they must be declared as such with applicable levels on the Certificate(s) of Insurance and the Authority Supplemental Insurance Certificate. Insurance policies with Deductibles in excess of \$50,000 will require review and approval by the Authority. Additional security or other requirements may be imposed at the sole discretion of the Authority.
- G. Insurance policies with Self-Insured Retentions (SIRs) must receive prior approval by the Authority. All applications for SIR approval must be submitted to the Authority's Office of Investments and Asset Management, indicate whether the program is administered by a third party, and contain a complete description of the program. SIR programs in excess of \$50,000 must be administered by a third-party administrator and must also meet additional security requirements. The Authority, at its sole discretion, reserves the right to require the Operator to provide additional collateral, or to reject the use of an SIR by the Operator. The Operator will be solely responsible for all claims, expenses, and loss payments within the retention limit.
- H. The Operator shall provide certified copies of all declarations, pages, or of the insurance policies themselves upon request by the Authority, and within twenty (20) days of such request.
- I. Failure of the Authority to demand such certificates, policies, endorsements, or other evidence of full compliance with the Authority's insurance requirements, or failure of the



Authority to identify a deficiency from evidence that is provided, shall not constitute or be construed as a waiver of the Operator's obligation to maintain such insurance.

- J. Failure to maintain the required insurance, and failure to provide proof of such coverage to the Authority at its request, may, in the Authority's sole discretion, result in termination of the Lease Agreement.
- K. At least two weeks prior to the expiration of any policy required by the Lease Agreement, evidence of renewal or replacement policies of insurance with terms at least as favorable to the Authority as the required minimum amounts set forth under "Required Insurance Coverages" below must be furnished to the Authority by e-mail to: [Insurancecompliance@thruway.ny.gov](mailto:Insurancecompliance@thruway.ny.gov), attention Insurance Compliance Supervisor. Only in the event that such certificates cannot be delivered via e-mail, notice shall be sent to: New York State Thruway Authority, Office of Investments and Asset Management, Insurance Compliance Section, P.O. Box 189, Albany, New York 12201-0189.
- L. By requiring insurance, the Authority does not represent that certain coverages and limits will necessarily be adequate to protect the Operator, and such coverages and limits shall not be deemed a limitation on the Operator's liability under the indemnities granted to the Authority under any provision of the Lease Agreement.
- M. The Operator and its subcontractors shall waive all rights against the State, the Authority, and their respective agents, officers, directors, and employees, for recovery of damages to the extent these damages are covered by the CGL policy, the Business Auto Policy, and the Umbrella Policy, as required.
- N. The Operator shall provide a copy of the Authority's Insurance Requirements to its insurance producer(s) and insurance carrier(s).
- O. The Operator shall require that any approved subcontractors carry insurance with the same limits and provisions set forth herein.

The Authority reserves the right to increase the limits of insurance coverage required by the Lease Agreement.

### **Required Insurance Coverages**

The specific types and amounts of insurance that the Operator must provide pursuant to the Lease Agreement are as follows:

#### **General Contract Insurance Requirements:**

- A. Commercial General Liability Insurance – The Operator shall maintain through a combination of Commercial General Liability (CGL) and Commercial Umbrella Liability insurance (See paragraph B below), with no less than the following limits and coverages:

| <u>Agreement value:</u>     | <u>Occurrence</u> | <u>General Aggregate</u> |
|-----------------------------|-------------------|--------------------------|
| Under \$10 million          | \$1,000,000       | \$2,000,000              |
| \$10 million - \$25 million | \$5,000,000       | \$5,000,000              |
| \$25 million - \$50 million | \$10,000,000      | \$10,000,000             |
| Over \$50 million           | \$25,000,000      | \$25,000,000             |

- Products/Completed Operations Aggregate: (Equal to General Aggregate)
- Personal/Advertising Injury Liability: \$1,000,000
- Fire Damage Legal Liability: \$100,000
- Medical Expense: \$5,000

CGL Insurance shall cover liability arising from premises, operations, independent contractors, products/completed operations, personal injury, advertising injury, and contractual liability.

The Authority shall be listed as a Primary and Non Contributory Additional Insured on the General, Auto, Umbrella and Pollution liability policies.

Where contract work will be performed by unregistered off-road equipment, the Operator shall provide documentation of a blanket Pollution Liability policy, or an endorsement to cover short-term pollution events, using ISO form CG 04 33 10 01 or its equivalent.

Explosion, Collapse and Underground Hazards coverage (XCU) is required for contracts calling for the performance of excavating, underground work, and/or blasting equipment. If the activity involves construction or demolition within 50 feet of railroad stations, yards, or tracks, the CGL policy must be endorsed to delete the exclusion of coverage for work done within 50 feet of railroad property.

The General Aggregate shall apply separately to the subject matter (Project) of the Lease Agreement, and the Operator shall provide an appropriate Project Endorsement.

- B. Commercial Umbrella Liability Insurance – When the limits of the CGL and Business Auto Liability policies procured are insufficient to meet the limits specified, the Operator shall procure and maintain Commercial Umbrella Insurance (Umbrella) and/or Excess Liability policies with limits in excess of the primary; provided, however that the total amount of insurance coverage is at least equal to the requirements set forth above. Such policies shall be issued on a “follow form” basis of the primary policies.

The Authority and the State shall be included as Additional Insureds, using ISO Additional Insured Endorsements CG 20 10 04 13 and CG20 37 04 13 or an equivalent, under the CGL and Umbrella policies, as required.

- C. Business Auto Liability Insurance – The Operator shall maintain Business Automobile Liability coverage, with no less than a \$1,000,000 Combined Single Limit, which shall cover liability arising out of the Operator’s use of any motor vehicle, whether owned, leased, hired, or non-owned.

If the Lease Agreement involves the removal of hazardous waste or environmental exposures, pollution liability coverage equivalent to that provided under the ISO Broadened Pollution Liability Coverage for Covered Autos endorsement (CA 9948) shall be provided, and the Motor Carrier Act endorsement (MCS 90) shall be attached.

- D. Professional Liability or Errors and Omissions Insurance – The Operator shall require its architects and engineers to maintain Professional Liability or Errors and Omissions Insurance with no less than the following limits:

Agreement value:

|                         |             |
|-------------------------|-------------|
| Less than \$25 Million  | \$2,000,000 |
| \$25 million or greater | \$5,000,000 |

*(Applicable to professional services requiring the signature, stamp, or certification of a licensed professional, including, without limitation, erection plans, demolition plans, containment plans, coffer dams, and/or temporary sheeting.)* The professional and any professional sub-consultant retained by the professional to work on the Lease Agreement shall procure and maintain during and for a period of three (3) years after completion of this Lease Agreement, Professional Liability Insurance in the required amount issued to and covering damage for liability imposed on the Professional by the Lease Agreement or law arising out of any negligent act, error, or omission in the rendering of or failure to render professional services required by the Lease Agreement. The professional liability insurance may be issued on a claims-made policy form, in which case the professional shall purchase at its sole expense, with extended Discovery Clause coverage of up to three (3) years after work is completed if coverage is cancelled or not renewed.

If applicable, the professional shall provide coverage of the professional's negligent act, error or omission in rendering or failing to render professional services required by the Lease Agreement arising out of specifications, installation, modification, abatement, replacement or approval of products, materials or processes containing pollutants, and the failure to advise of or detect the existence or the proportions of pollutants. Such insurance shall apply to professional acts or omissions arising out of the scope of services covered by the Lease Agreement. This insurance will be required during the construction periods.

- E. All Risk Physical Damage – The Operator shall maintain coverage that shall include, but not be limited to, earthquake and flood, and shall be for one hundred percent (100%) of the replacement value of all furnishings, fixtures, equipment, improvements, alterations and property of every kind located on or appurtenant to the Service Areas. It shall include an endorsement waiving rights of subrogation against the Authority. The Operator shall name the Authority as the loss payee on such policy.
- F. Workers' Compensation & NYS Disability Benefits Insurance – The Lease Agreement shall be void and of no force and effect unless the Operator shall provide and maintain coverage during the life of the Lease Agreement for the benefit of such employees as are required to be covered by the Workers' Compensation/Disability Benefits Law. The

Operator must provide proof of exemption, certified by the Workers' Compensation Board, to obtain a waiver from the requirements of this provision.

Evidence of Workers' Compensation coverage must be provided on one of the following forms specified by the Commissioner of the Workers' Compensation Board:

1. C-105.2 – Certificate of Workers' Compensation Insurance;
2. U-26.3 – Certificate of Workers' Compensation Insurance from the State Insurance Fund;
3. GSI-105/SI-12 – Certificate of Workers' Compensation Self Insurance; or
4. CE-200 – Certificate of Attestation of Exemption.

Evidence of Disability Benefits coverage must be provided on one of the following forms specified by the Commissioner of the Workers' Compensation Board:

1. DB-120.1 – Certificate of Insurance Coverage under the NYS Disability Benefits Law;
2. DB-155 – Certificate of Disability Self Insurance; or
3. CE-200 – Certificate of Attestation of Exemption

#### **Insurance – Construction Phase:**

A. Owners/Contractors Protective Liability Insurance – The Operator shall obtain a separate Owners/Contractors Protective Liability (OCP) Policy for projects not related to street, road, highway, and/or bridge work – Form CG 00 09 12 07, Owners and Contractors Protective Liability Coverage form – Coverage for Operations of the Designated Contractor. The policy written on a project basis for the benefit of the Authority, its officers, agents, and employees, and the People of the State, with respect to all operations under the Lease Agreement by the Operator or its subcontractors, including in such coverage any omissions and supervisory acts of the Authority, its officers, agents, and employees. The Authority shall be the named insured in the OCP Policy, which shall be promptly furnished to the Authority.

OCP policy limits shall be no less than:

\$1,000,000 per occurrence/\$5,000,000 aggregate.

B. Builders' Risk Insurance – For all construction projects involving buildings, the Operator shall provide a Builders' Risk Insurance policy covering all risks including damage due to floods, in completed value form. Such policy shall cover the total value of the work performed, as well as the value of any equipment, supplies, and/or material for the project that may be in storage (on or off the site) or in transit. The policy shall cover the cost of removing debris, including demolition as may be legally necessary by the operation of any law, ordinance or regulation, and for loss or damage to any owned, borrowed, leased or rented capital equipment, tools, including tool of their agents and employees, staging towers and forms, and property of the Authority held in their care, custody and/or control. Such policy shall name as insureds the Authority and the Operator. The Builders' Risk policy shall contain endorsements that provide for the following:

- The Operator and the Authority shall be named as loss payee for the work in order of precedence as their interest may appear;
- In the event the loss occurs at an occupied facility, the policy shall permit occupancy without the consent of the Insurance Company; and
- In the event that the insurance policy has been issued by a mutual insurance company, the following language shall be included: “the Authority is not liable for any premium or assessment under this policy of insurance. The First Named Insured is solely liable therefore.”

C. Environmental Liability Insurance – The Operator shall procure, or otherwise obtain through an approved subcontractor, and maintain in full force and effect throughout the construction phase of the contract, and for two years after completion hereof, pollution legal liability insurance with limits of not less than ten million dollars (\$10,000,000), providing coverage for bodily injury and property damage, including loss of use of damaged property or of property that has not been physically injured. Such policy shall provide coverage for actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants, including any loss, cost or expense incurred as a result of any cleanup of pollutants or in the investigation, settlement or defense of any claim, suit, or proceedings against the Agency arising from the Operator’s work. The State and the Authority shall be named as additional insureds and coverage shall be primary.

This requirement applies to mold as well, if excluded in the Commercial General Liability policy.

D. Railroad Protective Liability Insurance – In the event that any work under the Lease Agreement is to be performed on or within 50 ft. of railroad property or railroad right-of-way, the Operator shall provide and maintain a Railroad Protective Liability (RRP) Policy in the amounts required by the respective railroad.

- The policy must name the Railroad as the Named Insured. No Additional Insureds will be listed on the policy (see requirements for the deletion of the 50’ Railroad Exclusion on the Commercial General Liability policy).
- Evidence of Railroad Protective Liability Insurance must be provided on the ACORD 25 insurance certificate form, a detailed Binder pending issuance of the policy, or on an ISO-RIMA or equivalent form approved by the Railroad and meet any other requirements as specified by the Railroad and/or the Authority.

Definition of “physical damage to property” must be amended to mean direct and accidental loss of or damage to *“all property of any Named Insured and all property in any Named Insured’s care, custody or control”*.

## Casualty

The Operator will be obligated to promptly restore to its original condition any Service Area or portion thereof damaged or destroyed in connection with fire or any other casualty, except as otherwise expressly agreed by the Authority. The Operator’s restoration obligation shall not be limited or affected by the availability or sufficiency of insurance proceeds. Any insurance proceeds in connection with a fire or other casualty shall be deposited with a financial institution approved by the Authority and disbursed for the sole purpose of effecting such

restoration. In the event of a casualty affecting portions of a Food/Fuel Facility beyond the applicable Service Area, the Operator will cooperate and coordinate with the Authority in carrying out the Operator's restoration.

### **SECTION 13 – FORCE MAJEURE**

#### **Force Majeure**

Neither party will be liable to the other for any failure, delay or interruption of any of the terms, covenants or conditions of the Lease Agreement to the extent that such failure, delay or interruption is due to Force Majeure. "Force Majeure" means the occurrence of:

- (1) Unusually severe and abnormal climatic conditions (as compared with the five-year average weather statistics compiled by the United States National Oceanic and Atmospheric Administration for the time of year and locality of the affected Food/Fuel Facility), landslides, underground movement, earthquakes, fires, tornadoes, hurricanes, floods, lightning and other acts of God;
- (2) Certified acts of terrorism as defined by the Terrorism Risk Insurance Act (TRIA) occurring during any period in which TRIA or a substantially identical federal law is not in effect;
- (3) Terrorism arising from nuclear, biological or chemical materials, or any act which would constitute a certified act of terrorism as defined by the TRIA occurring during any period in which TRIA or a substantially identical federal law is not in effect;
- (4) War, civil war, armed conflict, riot, insurrection, civil commotion or disturbance (including armed violence and hostage taking), sabotage and related causes;
- (5) Nuclear explosion or nuclear, radioactive, chemical or biological contamination;
- (6) Epidemics, pandemics or quarantine, or health alerts issued by a governmental body relating thereto;
- (7) The preemption, confiscation, diversion, destruction or other interference in possession or performance of materials or services by a governmental body in connection with a public emergency or any condemnation or other taking by eminent domain of any material portion of a Food/Fuel Facility; or
- (8) The failure of any appropriate governmental body or private utility having operational jurisdiction in the area in which a Food/Fuel Facility is located to provide and maintain utilities to the Food/Fuel Facility which are required for the performance of the Contract Services, the response to which, in accordance with the Lease Agreement, materially expands the scope or materially interferes with, delays, or increases the cost of performing the Contract Services, except to the extent that such event or circumstance arises from or is contributed to, directly or indirectly, by any Operator fault, and provided that the party uses commercially reasonable efforts to mitigate the impact of the Force Majeure event.

### **Termination on Account of Force Majeure**

The Authority shall have the right on account of certain circumstances of Force Majeure as will be specified in the Lease Agreement to terminate the Lease Agreement as it applies to the affected Service Area. If such termination is not due to the negligence or willful acts of the Operator or its agents, and the Operator was not otherwise in default under the Lease Agreement, the Minimum Annual Guaranteed Rent shall thereafter be reduced by the amount of the Minimum Annual Guaranteed Rent attributable to the terminated Service Area, which amount will be appropriately pro-rated to account for any partial Lease Year during which the termination occurs.

## **SECTION 14 – AUTHORITY SELF-HELP RIGHTS**

### **Authority Self-Help Rights**

In addition to its other rights and remedies, the Authority shall have self-help rights in the event of a default consistent with the Authority's obligation to assure that appropriate services are available to persons traveling on the New York State Thruway. Such rights, and their interaction with mortgagee protection provisions, will be set forth in more detail in the Lease Agreement.

## **SECTION 15 – EVENTS OF DEFAULT AND AUTHORITY REMEDIES**

### **Events of Default**

The occurrence of one or more of the following events shall constitute an "Event of Default" under the Lease Agreement:

- (1) A default in the timely payment of Rent;
- (2) Except as otherwise provided in subparagraph (3) below, default shall be made in the performance or observance of any covenant, condition or agreement on the part of the Operator to be performed or observed under the Lease Agreement, and such default shall continue for a period of thirty (30) days after written notice specifying such default shall have been given to the Operator; provided, however, that (a) the Operator has commenced to cure within such initial thirty (30) day period and is continuing to proceed to cure such default with due diligence, and (b) if such default is susceptible to cure but cannot, with due diligence, be remedied by the Operator within thirty (30) days, the period of time to cure the default shall be extended for such period as may be reasonably necessary to cure the same with all due diligence, provided further, however, that in no event shall such cure period be extended by more than ninety (90) days;
- (3) Uncured or persistent Noncompliance Events;
- (4) An assignment or other transfer of the Lease Agreement or any interest of the Operator in the Lease Agreement, including by operation of law, in violation of the terms of the Lease Agreement;

- (5) A failure to timely provide evidence that all required insurance is in full force and effect;
- (6) Any interest in the Lease Agreement shall be held, directly or indirectly, by any Prohibited Person (as defined in the Lease Agreement) and such interest shall not have been divested within forty-five (45) days after written notice to Operator;
- (7) The insolvency of the Operator, a key contractor or a guarantor, as determined under applicable bankruptcy law;
- (8) The filing by the Operator, a key contractor or a guarantor or a petition of voluntary bankruptcy under applicable bankruptcy law, the consenting of the Operator, a key contractor or a guarantor to the filing of any bankruptcy or reorganization petition against the Operator, a key contractor or a guarantor of a petition to reorganize the Operator, a key contractor or the guarantor pursuant to applicable bankruptcy law; or
- (9) The issuance of an order of a court of competent jurisdiction appointing a receiver, liquidator, custodian or trustee for the Operator, a key contractor or a guarantor or of a major part of the property of the Operator, a key contractor or a guarantor, or the filing against the Operator, a key contractor or a guarantor of a petition to reorganize the Operator, a key contractor or a guarantor pursuant to applicable bankruptcy law, which order shall not have been discharged or which filing shall not have been dismissed within 90 days after such issuance or filing, except that with regard to paragraphs (7), (8) and (9) above, in respect of any key contractor or guarantor, the Operator will have a reasonable period to cure the Event of Default in which to provide a replacement key contractor or guarantor that is acceptable to the Authority.

#### **Remedies Upon an Event of Default**

If an Event of Default shall have occurred and be continuing then the Authority may, at its option, exercise any or all of the following remedies:

- (1) Subject to the rights of any leasehold mortgagee under the Lease Agreement, the Authority may give to Operator and to each leasehold mortgagee a notice of election to terminate the Lease.
- (2) The Authority may, without terminating the Lease Agreement, reenter and possess the Service Areas, in whole or in part, and exercise such self-help rights as the Authority may have under the Lease Agreement, at law or in equity. No such reentry or possession shall constitute an eviction and the Operator waives any claim it may have based upon the Authority's reentry or possession. The Operator shall cooperate with the Authority in effecting such reentry and exercising its self-help rights.

#### **Rights of Authority Upon Termination**

Upon any termination of the Lease Agreement, the Operator shall quit and peacefully surrender the Service Areas to the Authority, and the Authority, upon or at any time after any such termination, shall have the right, without further notice, to enter upon and re-enter the



Service Areas and possess and repossess itself thereof, by force, summary proceedings, ejectment or otherwise, and may dispossess the Operator and remove the Operator and all other persons and property from the Service Areas and may have, hold and enjoy the Service Areas and the right to receive all rental and other income of and from the same.

If the Lease Agreement is terminated by reason of the occurrence of any Event of Default:

- (1) The Rent shall become immediately due and be paid by the Operator up to the time of such termination, together with such direct and reasonable expenses as the Authority may incur for legal expenses, attorneys' fees and disbursements, brokerage commissions, and alteration costs and other costs of putting the Service Areas in good order, and for preparing the same for re-letting;
- (2) The Authority may re-let the Service Areas or any part or parts thereof, either in the name of the Authority or otherwise (but shall have no obligation to do so), for a term or terms, which may, at the Authority's option be less than or exceed the period which would otherwise have constituted the balance of the Term of the Lease Agreement and may grant concessions or free rent;
- (3) The Authority shall have no obligation to account to the Operator if the Authority shall re-let the Service Areas; and
- (4) The Operator or the legal representatives of the Operator shall also pay the Authority, as liquidated damages for the failure of the Operator to observe and perform the Operator's covenants, amounts equal to the Rent which would have been payable by the Operator had the Lease Agreement not been terminated or had the Authority not re-entered the Service Areas, such payments to be made upon the due dates specified in the Lease Agreement following termination or re-entry and continuing until the date on which the Lease Agreement would have expired had the Lease Agreement not been terminated by the Authority; provided, however, that if the Authority re-lets the Service Areas, the Authority shall credit the Operator, up to the amount due from the Operator, with the net rent received by the Authority for such re-letting after deducting from the first installments of such rent received (without duplication of any damages and charges provided for above) the expenses incurred or paid by the Authority in terminating the Lease Agreement or in re-entering the Leased Facilities and in securing possession thereof, as well as the reasonable expenses of re-letting, including reasonable legal expenses, attorneys' fees and disbursement, brokerage commissions, alteration costs and other expenses incurred for keeping the Leased Facilities in good order or for preparing the same for re-letting. Any suit brought to collect the amount of the aforesaid damages for any month or months shall not prejudice in any way the rights of the Authority to collect the damages for any subsequent month or months by a similar proceeding. The Authority will not be required to postpone suit until the date when the Term of the Lease Agreement would have expired if it had not been so terminated under or pursuant to the terms of the Lease Agreement or under any provision of law; and
- (5) The Authority may elect, as an alternative to the damages and charges provided for in paragraph (4) above, and in lieu of all other such damages thereafter accruing, to have the

Operator pay the liquidated damages provided for below, which election may be made by notice given to the Operator at any time after the termination of the Lease Agreement for default, and whether or not the Authority shall have collected any other damages. Upon such notice, the Operator shall promptly pay to the Authority, as liquidated damages, in addition to any damages collected or due from the Operator from any period prior to such notice, such a sum as at the time of such notice represents the amount of the excess, if any, of (i) the discounted present value, at a discount rate that will be specified in the Lease Agreement, of the Rent and other charges which would have been payable by the Operator under the Lease Agreement for the remainder of the Term if the Operator had fulfilled all of its obligations thereunder, over and above (ii) the discounted present value, at a discount rate that will be specified in the Lease Agreement, of rent and other charges that would be received by the Authority if the Service Areas were re-let at the time of such notice for the remainder of the Term at the fair rental value thereof at the time of such notice.

## **SECTION 16 – INDEMNIFICATION**

### **Operator Indemnification Obligations**

To the fullest extent permitted by law, the Operator shall indemnify, defend and hold harmless the Authority and the State, and each of their respective elected officials, members, appointed officers, directors, commissioners, employees, representatives, agents and contractors (“Authority Indemnitees” and “State Indemnitees,” respectively, and, collectively “Collective Indemnitees”), from and against (and pay the full amount of) any and all Loss-and-Expense (defined below) that any Collective Indemnitee may sustain in connection with any claim made by one or more third parties (including claims for loss of or physical damage to property or assets), or any claim for, or in respect of, the death, personal injury, disease or illness of any person, including any Collective Indemnitee, arising by reason of (or alleged to result from or in connection with) any:

- (1) Breach by the Operator of any of its obligations under the Lease Agreement;
- (2) Breach of any representation or warranty made by the Operator under the Lease Agreement;
- (3) Any act or omission of the Operator or any director, officer, employee, contractor, subcontractor, agent, subtenant, licensee or permittee of the Operator or of any of their respective directors, officers, employees, contractors, subcontractors, agents, subtenants, licensees or permittees, whether or not any such act or omission constitutes negligence, willful misconduct or any other type of tortious conduct;
- (4) Any act or omission of any other person on or about the Service Areas, including, but not limited to, members of the public, truckers or any other persons whether or not such act or omission constitutes negligence, willful misconduct or any other type of tortious conduct; 5) Negligent act or omission of the Operator or any director, officer, employee, contractor, subcontractor, agent, subtenant, licensee or permittee of the Operator or of any of their respective directors, officers, employees, contractors, subcontractors, agents, subtenants, licensees or permittees, whether or not any such act or omission constitutes negligence, willful misconduct or any other type of tortious conduct; Any act or omission of any other person on or about the Service Areas, including, but not limited to, members of the public, truckers or any other persons,

- whether or not such act or omission constitutes negligence, willful misconduct or any other type of tortious conduct.
- (5) Non-compliance by the Operator or any director, officer, employee, subcontractor or agent of the Operator with any governmental approval or Applicable Law (including, without limitation, any environmental approvals or regulatory requirements);
  - (6) Labor disputes among employees of the Operator or its subcontractors;
  - (7) Subcontractor claims;
  - (8) Intellectual Property claims;
  - (9) Claims of harassment arising from the conduct of the Operator or any director, officer, employee, subcontractor or agent of the Operator;
  - (10) The presence on, under or about the Service Areas, and migration to or from the Service Areas of any hazardous waste, substance or other regulated materials;
  - (11) Any other act, event, condition or circumstance existing or occurring on or about the Service Areas or relating to the Lease Agreement, the Service Areas, their condition or operation or the Operator or its affiliates.

The Operator shall not, however, be required to reimburse or indemnify any Collective Indemnitee for any Loss-and-Expense to the extent resulting from the willful misconduct or the negligence of any Collective Indemnitee or any other matter expressly excluded under the Lease Agreement. The Operator's indemnity obligations shall not be limited by any coverage exclusions or other provisions in any policy of required insurance or other insurance maintained by the Operator which is intended to respond to such events. Notwithstanding the foregoing, the Collective Indemnites' right to indemnification pursuant to this Section shall be reduced by all insurance, settlement proceeds or third party indemnification proceeds actually received by the Collective Indemnites.

### **Loss-and-Expense**

"Loss-and-Expense" means and is limited to any and all actual losses, liabilities, forfeitures, obligations, damages, fines, penalties, judgments, deposits, taxes, charges, costs or expenses, including all Fees and Costs (defined below), except as explicitly excluded or limited under any provision of the Lease Agreement, relating to third party claims for which the Operator is obligated to indemnify the Collective Indemnites pursuant to the Lease Agreement.

### **Fees and Costs**

"Fees and Costs" means reasonable fees and expenses of employees, attorneys, architects, engineers, expert witnesses, contractors, consultants and other persons, and costs of transcripts, printing of briefs and records on appeal, copying and other reimbursed expenses, and expenses reasonably incurred in connection with investigating, preparing for, defending or otherwise appropriately responding to any legal proceeding.

## **SECTION 17 – MISCELLANEOUS PROVISIONS**

### **Cooperation**

The Operator acknowledges that it will be using the Food/Fuel Facilities in common with the fuel service operators and other parties and will reasonably cooperate with such parties to

assure the proper function of the Food/Fuel Facilities operations and a seamless appearance in such operations to persons utilizing the Food/Fuel Facilities.

### **Consents and Approvals**

Whenever any consent, approval, acceptance or determination by the Authority is required under the Lease Agreement, such consent, approval, acceptance or determination may be withheld, conditioned, granted or made by the Authority in its sole and absolute discretion except where expressly provided otherwise in the Lease Agreement.

### **Independent Contractor**

The Operator is and shall be, in all respects, an independent contractor in performing services pursuant to the Lease Agreement. In accordance with its status as an independent contractor, the Operator shall covenant and agree that neither it nor its agents and/or employees will hold itself or themselves out as or claim to be an officer or employee of the Authority, and that neither the Operator nor its agents and employees shall make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Authority, including, but not limited to Workers' Compensation coverage, Unemployment Insurance benefits, Social Security coverage or Retirement System membership or credit.

### **Personnel, Equipment and Supplies**

The Operator shall provide all resources, personnel, equipment and supplies necessary to perform services pursuant to the Lease Agreement. If in order to provide such services the Operator must make an external connection to the Authority's data communications infrastructure and/or access Authority information systems, the Operator shall in all respects comply with all Authority policies, procedures, and requirements regarding such connections and information systems access, including, but not limited to, Appendix D (Network Connection Requirements), attached hereto, and undertake whatever actions are necessary in the discretion of the Authority to ensure such compliance. The Operator shall be responsible for all costs associated with ensuring that its own network security measures comply with all Authority policies, procedures, and requirements regarding external connections.

### **Ethics**

During the Term, the Operator shall not engage any person who is, or has been at any time, in the employ of the Authority or the State to perform services under the Lease Agreement in violation of: the provisions of the Public Officers Law ("POL"); the rules, regulations, opinions, guidelines, or policies promulgated or issued by the New York State Joint Commission on Public Ethics ("JCOPE Regulations"); and any other laws applicable to the service of current or former Authority or State employees ("Other Laws," and, together with POL and JCOPE Regulations, collectively, the "Ethics Provisions"). The Operator certifies that all of its employees who are former employees of the Authority or the State and who are assigned to perform services under the Lease Agreement shall be assigned in accordance with all Ethics Provisions. Further, during the Term, no person who is employed by the Operator and who is disqualified from providing services under the Lease Agreement pursuant to any Ethics Provisions may share in any net revenues the Operator derives from the Lease Agreement.

The Operator shall identify and provide the Authority with notice of those Operator employees who are former employees of the Authority or the State and who will be assigned to perform services under the Lease Agreement. The Authority may, request that the Operator provide it with whatever information the Authority deems appropriate about each such person's engagement, work cooperatively with the Authority to solicit advice from the Joint Commission on Public Ethics, and, if deemed appropriate by the Authority, instruct any such person to seek the opinion of the Joint Commission on Public Ethics. The Authority shall have the right to cancel or terminate the Lease Agreement at any time if any work performed under the Lease Agreement is in conflict with any Ethics Provisions.

### **Confidentiality and Non-Disclosure**

"Confidential Information" means any information not generally known to the public, or that the Authority claims is confidential, whether oral, written, or electronic, that the Authority discloses, directly or indirectly, through any means of communication, to the Operator. Confidential Information includes, but is not limited to, operational and infrastructure information relating to: bid documents, plans, drawings, specifications, reports, product information and data; business and security processes and procedures; personnel and organizational data; financial statements; information system IP addresses, passwords, security controls, architectures and designs; and such other data, information and images that the Authority deems confidential. Confidential Information does not include information which, at the time of the Authority's disclosure to the Operator: (1) is already in the public domain or becomes publicly known through no act of the Operator; or (2) is already known by the Operator free of any confidentiality obligations.

If the Operator wants to disclose Confidential Information, it shall notify the Authority and specify the Confidential Information it wants to disclose. The Operator may only disclose such Confidential Information if the Authority approves such disclosure in writing, subject to such other terms and conditions as the Authority may require. Such approval, if given, shall only apply to the particular request and the specific Confidential Information for which it is given. If the Operator is required to disclose or make available, directly or indirectly, Confidential Information pursuant to statute, court or administrative order, subpoena, contractual obligation, or otherwise by law, the Operator shall: (1) notify the Authority that it has received such legal demand as soon as practicable, but in all events prior to any disclosure; (2) permit the Authority to take the steps it deems necessary and appropriate to protect the Confidential Information from disclosure; (3) cooperate to the fullest extent possible under the law with the Authority's efforts to protect the Confidential Information from disclosure; and (4) disclose only such Confidential Information, and only such portions thereof, as is required to satisfy the legal demand, and limit any such disclosure of Confidential Information to the fullest extent permissible under the law.

The Operator may use Confidential Information solely for the purposes of providing services to the Authority pursuant to the Lease Agreement. The Operator may make copies of Confidential Information but only to the extent necessary for the disclosures and uses permitted by the Lease Agreement. The Operator will make commercially reasonable efforts to ensure that any copy of Confidential Information that is made is marked to show that it is or contains Confidential Information. The Operator may share Confidential Information with third

parties: (i) that are required for the Operator's provision of services to the Authority pursuant to the Lease Agreement (e.g., consultants and subcontractors); and (ii) that agree in writing to be bound by the confidentiality provisions of the Lease Agreement; however, the Operator may share only that Confidential Information that is necessary to the third party's contribution to the Operator's provision of services to the Authority pursuant to the Lease Agreement and the Operator must first obtain the Authority's prior written consent.

The Authority's disclosure of Confidential Information to the Operator shall not convey to the Operator any right, title, or interest in or to such Confidential Information, and the Lease Agreement does not transfer ownership of Confidential Information or grant a license thereto. The Authority shall retain all right, title, and interest in and to all such Confidential Information at all times.

The Operator shall hold Confidential Information confidential to the maximum extent permitted by law. The Operator shall safeguard Confidential Information with at least the same level of care and security that the Operator uses to maintain and protect from disclosure its own confidential information, using all reasonable and necessary security measures, devices, and procedures that the Operator uses to maintain its own confidential information, but in all events with not less than reasonable care.

The Operator shall take reasonable steps to prevent unauthorized access to, use of, or disclosure of Confidential Information, including without limitation, by protecting its passwords and other log-in information. The Operator shall notify the Authority immediately of any known or suspected misuse or misappropriation of Confidential Information and shall use its best efforts to stop said misuse or misappropriation.

Upon written request of the Authority, or upon expiration or termination of the Lease Agreement, the Operator shall return all Confidential Information to the Authority, or certify in writing that it has been destroyed and no copies exist.

The Operator agrees that breach of the preceding requirements would cause the Authority irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, the Authority will be entitled to injunctive relief against such breach or threatened breach, without proving actual damages or posting a bond or other security.

Without limiting the foregoing, the obligations and assurances involving Confidential Information pursuant to the Lease Agreement shall survive termination or expiration of the Lease Agreement.

### **Trademark License Rights**

As a service to Thruway travelers and the general public, the Authority distributes helpful and relevant information through Authority websites and online platforms, mobile apps, social media, and through other means or technological formats by promoting, advertising, and identifying the businesses, services, and options available at the Food/Fuel Facilities and



Tourist Information Centers. The Authority has an interest in widely disseminating this information in ways that are approachable, effective, and readily identifiable to the public. As part of these efforts, the Authority may require the right to use and display certain pre-approved logos, branding elements, or service or trademarks (the “Marks”) related to the food or fuel services or concepts in a manner, media, and form to be pre-approved by the Operator or licensor of said rights. The Operator will be required to procure or grant all licenses necessary to assure the Authority that it has been granted the necessary rights to use and display the Marks for these purposes. The Operator should expect a formal license agreement will be required for the granting of said rights as part of, or in connection with, any Lease Agreement between the Operator and the Authority. Such license agreement may also require the granting of said rights to permit the display of the Marks on signs along the Thruway (both outside and inside of Service Areas) advertising upcoming services available at the Service Areas.

#### **New York State Finance Law §§ 139-j and 139-k Certification**

By execution of the Lease Agreement, the Operator will certify that all information the Operator has provided to the Authority with respect to New York State Finance Law §§ 139-j and 139-k is complete, true and accurate.

#### **Iran Divestment Act- Section 2879-c of the Public Authorities Law**

As used below, “person” has the meaning set forth in paragraph (e) of subdivision 1 of Section 165-a of the State Finance Law. As used below “Contract” means the Lease Agreement. The Operator will provide the following certification:

By signing the Lease Agreement, each person and each person signing on behalf of any other party certifies, and in the case of a joint bid or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.

#### **New York State Finance Law § 139-1**

By submission of a proposal, each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that the Proposer has and has implemented a written policy addressing sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the State Labor Law.

#### **New York State Human Rights Law, Article 15 of the Executive Law**

The New York State Human Rights Law, Article 15 of the State Executive Law, prohibits discrimination and harassment based on age, race, creed, color, national origin, sex, pregnancy or pregnancy-related conditions, sexual orientation, gender identity, disability, marital status, familial status, domestic violence victim status, prior arrest or conviction record, military status or predisposing genetic characteristics.

The State Human Rights Law may also require reasonable accommodation for persons with disabilities and pregnancy-related conditions. A reasonable accommodation is an adjustment

to a job or work environment that enables a person with a disability to perform the essential functions of a job in a reasonable manner. The State Human Rights Law may also require reasonable accommodation in employment on the basis of Sabbath observance or religious practices.

Generally, the State Human Rights Law applies to:

- all employers of four or more people, employment agencies, labor organizations and apprenticeship training programs in all instances of discrimination or harassment;
- employers with fewer than four employees in all cases involving sexual harassment; and
- any employer of domestic workers in cases involving sexual harassment or harassment based on gender, race, religion or national origin.

In accordance with Executive Order No. 177, the Operator will certify, by signing the Lease Agreement, that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the State Human Rights Law.

Executive Order No. 177 and the aforementioned certification do not affect institutional policies or practices that are protected by existing law, including but not limited to the First Amendment of the United States Constitution; Article 1, Section 3 of the State Constitution; and Section 296(11) of the State Human Rights Law.

### **General Responsibility Provisions**


The Operator shall at all times during the Term remain responsible. The Operator agrees if requested by the Executive Director of the Authority, or his or her designee, to present evidence of its/his/her continuing legal authority to do business in the State and integrity, experience, ability, prior performance, and organizational and financial capacity.



# APPENDIX C

## INVENTIONS POLICY



|   |   |   |
|---|---|---|
|  <p style="text-align: center;"><b>GENERAL POLICY</b></p> | <p>SECTION TITLE</p> <p style="text-align: center;"><b>POLICIES – ADMINISTRATIVE</b></p>    | <p>NUMBER</p> <p style="text-align: center;"><b>25-1-10</b></p> |
| <p>APPROVED</p> <p><b>BOARD MEETING NUMBER: 651</b><br/> <b>RESOLUTION NUMBER: 5519</b><br/> <b>DATE: July 6, 2006</b></p>                | <p>SUBJECT</p> <p style="text-align: center;"><b>INVENTIONS – THRUWAY<br/>AUTHORITY</b></p> |   |

## GENERAL POLICY

### A. PURPOSE

The New York State Thruway Authority ("Authority") recognizes that inventions of value to the public will be made by persons working in its facilities. The purpose of this Policy is to encourage creativity and to take appropriate steps to ensure that the public receives the benefits of inventions conceived or reduced to practice by Authority employees and contractors. Appropriate steps include identifying inventions, securing appropriate patents and copyright registrations, and marketing inventions through licensing and other arrangements. These activities are undertaken in a spirit of cooperation with governmental agencies, private enterprise and staff as part of the Authority's mission and statutory obligations.

### B. SCOPE

This Policy shall apply to all of the Authority's employees and contractors, provided that nothing herein shall preclude the contractor from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under a project in the course of the contractor's business.

### C. POLICY

All inventions, as defined below, shall be the property of the Authority. The inventor, when so instructed by Authority officials, shall make timely application for statutory protection (such as patent, copyright or similar forms of protection) of an invention at the Authority's expense. The inventor shall assign all resulting statutory protection to the Authority. Additionally, the Authority shall have all rights to all inventions conceived or reduced to practice in the course of projects under contract to the Authority.

SECTION: **POLICIES – ADMINISTRATIVE**  
SUBJECT: **INVENTIONS – THRUWAY  
AUTHORITY**



NUMBER: **25-1-10**

**July 6, 2006**  
DATE

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1. Invention

For the purposes of this Policy, an "invention" shall include products, technical innovations, improvements, inventions, discoveries, devices, methods, computer software, videos, as well as writings and other information in various forms not generally known, whether or not protectable by patent or copyright, when they result from Authority work performed by the inventor, or when they are conceived or reduced to practice by persons using Authority equipment, facilities, time, material, money or personnel.

2. Inventor

An inventor is an employee, former employee, contractor or former contractor of the Authority who conceives of an invention, as defined above, or who reduces such invention to practice. The intent of this Policy is to include former employees and former contractors as inventors with respect to inventions they conceived or reduced to practice while employed by, or under contract to, the Authority.

D. IMPLEMENTING PROVISIONS

1. Disclosure of Invention

Inventions are considered trade secrets of the Authority and are thereby designated as confidential. Inventions must be promptly disclosed to the Authority and shall not be published or disclosed to anyone outside the employ of the Authority without written permission from the Authority.

2. Copyright

The inventor, or author, when so instructed by the Authority or when the inventor, or author, deems it appropriate, shall put a copyright notice on computer software, written procedures, manuals, videos and other information in various forms by including the word "Copyright", the year of first publication and "New York State Thruway Authority" on the material.

SECTION:

**POLICIES – ADMINISTRATIVE**

SUBJECT:

**INVENTIONS – THRUWAY  
AUTHORITY**



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3. Ownership of Patents and Copyrights

The inventor shall assign all inventions, applications for patent protection, copyrights and registrations to the Authority and shall execute all other required documents to pursue applications and to vest title in the Authority. The processing costs for obtaining patent or copyright protection shall be the responsibility of the Authority (except see 4 below). When a question is raised regarding ownership of an invention, the matter shall be referred to the Executive Director of the Authority or the Executive Director's designee. The Executive Director or designee shall review the circumstances under which the invention was made. If the Executive Director or designee determines that the invention is not covered by this Policy, the Authority will assert no claim to the invention and will advise the inventor accordingly in writing.

4. Release of Invention to Inventor

The Executive Director or designee will decide whether or not to patent and whether or not to commercialize any invention. The inventor will be notified if it is determined that the Authority will not apply for patent protection for an invention. The inventor may then request in writing that the invention be released. If the request is granted, all of the Authority's rights to the invention shall be released to the inventor, subject to a reservation by the Authority of a nonexclusive, irrevocable, paid-up license to practice or use the invention or to have the invention practiced or used on behalf of the Authority. Such license shall include the right to grant sublicense(s) to other government entities. The inventor may then apply for patent protection at the inventor's own expense.

5. Administration of Policy

The Executive Director may interpret, implement and administer this Policy, including the development of operational and/or administrative procedures necessary to carry out its intent. In addition, the Executive Director or designee shall have the authority to waive the application of all or any portion of this Policy where it is in the Authority's best interests. Any such waiver shall be in writing.

# APPENDIX D

## NETWORK CONNECTION REQUIREMENTS



**NEW YORK STATE THRUWAY AUTHORITY  
NEW YORK STATE CANAL CORPORATION**

**NETWORK CONNECTION REQUIREMENTS**

**A. Permissible Access**

The Authority will limit access to a Network Connection to those services and devices (hosts, routers, etc.) needed. Blanket access will not be provided.

The Authority does not allow a Network Connection to be used as Outside Entity's Internet connection.

**B. Connectivity Options**

The following connectivity options are the standard methods of providing an Outside Entity with an external connection to the Authority's data communications network ("Network Connection"). Anything that deviates from these standard methods must be approved in advance by the Authority.

- 1) Encrypted Tunnel – The preferred connectivity method is via the Internet to an Authority Virtual Private Network (VPN) device. The Authority may loan Outside Entity the required client software for establishing VPN connections with the Authority. The Authority's perimeter security measures will control access to the internal network.
- 2) NYeNet/MAN Connection – This can include a VPN.
- 3) Leased Circuit.
- 4) Fiber.

**C. Authentication of Network Connection**

Outside Entity must authenticate its Network Connection using Authority authentication systems. All Outside Entity remote access user accounts will have an expiration time consistent with the business justification for the access, which can be renewed at the discretion of the Authority. If the term of the Network Connection is longer than one year, then Outside Entity must generate a report at least once per year showing which Outside Entity employees have access to the Network Connection and send such report to the Authority for verification and review. Further, any time there is a change in those Outside Entity employees who have access to the Network Connection, Outside Entity shall send the Authority an updated list of those Outside Entity employees who have such access.

**D. Current Software Versions Required**

Outside Entity must, for all computers it utilizes for a Network Connection, employ software versions that are currently supported by the software manufacturer. Outside Entity must apply all available security updates and hot fixes for that software in a timely fashion.

All Outside Entity software and firmware utilized for a Network Connection must be kept up to date, especially with patches that fix security vulnerabilities.

**NEW YORK STATE THRUWAY AUTHORITY  
NEW YORK STATE CANAL CORPORATION**

**E. Virus Protection**

Outside Entity must install and enable anti-virus software on all computers utilized for a Network Connection and keep such virus definition files up to date.

**F. Protection of Authority Information and Resources**

The Authority will implement all security measures it determines appropriate to protect the integrity and confidentiality of Authority confidential information.

The Authority will implement appropriate "Access Control Lists" (ACLs) on the Authority network devices to which the Outside Entity sites are connected. The ACLs will restrict access to pre-defined hosts within the internal Authority network.

In the event the Authority agrees to loan to Outside Entity certain Authority equipment and/or software ("Authority-owned Equipment") to facilitate the Network Connection, the Authority will provide Outside Entity with enable-level access only to those Outside Entity employees necessary to the installation, operation and maintenance of the Network Connection. All other Outside Entity employees will have restricted access/read-only access to the routers at their site and will not be allowed to make configuration changes.

Outside Entity shall be solely responsible for providing the appropriate security measures to ensure protection of its internal network and information. The Authority shall not have any responsibility for ensuring the protection of Outside Entity information.

**G. Security Incident Notification and Resolution**

Outside Entity is responsible for notifying the Authority upon discovery of any security incident that may threaten or compromise the confidentiality, integrity or availability of Authority information or network infrastructure. Outside Entity shall, at a minimum, report the following to the Authority: 1) successful or unusually persistent attempts to gain unauthorized information or system access; 2) presence of malicious code that has a widespread impact throughout Outside Entity's network infrastructure; 3) a known or suspected denial of service attack; and 4) scans and probes that precede or are related to a security incident listed above.

Once it has resolved the security incident, Outside Entity must also report the following to the Authority: 1) attack source details (i.e., IP address, method, vulnerability exploited, etc.); 2) the specific effects (i.e., loss, damage, destruction, modification, disclosure) on systems, accounts or information assets resulting from the threat or compromise; and 3) actions taken to remediate the security incident.

**NEW YORK STATE THRUWAY AUTHORITY  
NEW YORK STATE CANAL CORPORATION**

**H. Audit and Review of Outside Entity Network Connections**

The Authority shall have the right at all times to monitor all aspects of Network Connections. The Authority will employ automated tools to accomplish monitoring tasks where practicable. The Authority will generate an annual report on its authentication database showing the specific Outside Entity login entries and distribute such reports to appropriate Authority personnel for review. The Authority will periodically audit Network Connections and distribute such audits to appropriate Authority personnel for review.

The Authority will review all Network Connections on an annual basis and update or terminate such connections when appropriate.



# APPENDIX E

## ENVIRONMENTAL INFORMATION



## **Environmental Compliance**

An essential component of the Project is the comprehensive integration of environmental compliance into all design and construction activities by the Operator. Except as otherwise detailed herein, the Operator shall be responsible for preparing its design, carrying out its construction activities and undertaking other activities as needed to ensure compliance with all applicable federal and state laws and regulations, NYSTA, NYSDOT or applicable policies, guidelines and standards, which include:

- The terms and conditions of the State Environmental Quality Review Act (SEQRA) environmental documentation including any subsequent reaffirmation(s) should any proposed work vary from the original SEQRA determination which will be based on the winning Proposal;
- All environmental laws and regulations;
- All applicable environmental permits and approvals;
- All applicable procedures as set forth in the NYSDOT Environmental Manual; and
- The Lease Agreement.

## **Requirements**

### **General**

Unless otherwise indicated in this RFP, the Authority will be responsible for completing the SEQRA environmental documents and issuing a SEQRA determination based on the winning Proposal. However, the Operator, at its sole cost, shall be responsible for any supporting documentation and public notifications necessary to support the SEQRA determination or future amended determination as a result of Proposal elements which deviate from the original SERQA determination.

The Operator, at its sole cost, shall be responsible for obtaining all environmental permits and performance of all mitigation measures and obligations as required by any environmental permits and requirements associated with the Project. The Operator shall develop all necessary information and documentation to secure those permits. For any such environmental permits or approvals that must be formally issued in the Authority's name, the Authority will cooperate with the Operator, as reasonably requested by the Operator, in the acquisition of the permits. The regulator's review of permit applications is beyond the Authority's control, therefore, the Authority will not be responsible for any delay in obtaining the permits or approvals associated with securing the permits or for any additional costs associated with permit requirements;

The Operator shall procure all environmental permits and approvals as needed for all Operator non-Authority Right of Way located areas, including staging, borrow and disposal sites, and any other areas used by the Operator in the construction of the Project for its convenience;

The Operator shall notify and coordinate with the Authority prior to scheduling meetings with regulatory agencies and provide to the Authority copies of any documentation regarding material matters of environmental compliance 15 days in advance of any meetings with regulatory agencies;

The Operator shall be solely responsible for violations of any environmental permits, applicable environmental laws, regulations and/or policies.

### **Environmental Management Plan**

The Operator shall prepare an Environmental Management Plan (EMP) for each of the 27 Service Areas. The EMP shall document the approach, requirements, and procedures to comply with all applicable environmental requirements and to obtain the governmental agency and regulatory approvals associated with the reconstruction, renovation and other substantial improvements, and operation of each specific Service Area.

The EMP shall be submitted to the Authority for review and approval with the detailed plan submitted as part of the pre-construction activities set forth in Appendix H, "Procedure for the Control of Concessionaire Building Modifications."

The Operator shall prepare an Environmental Compliance Report (ECR) which will provide the status of compliance associated with each of the elements requiring regulatory approval, as identified in the EMP. The ECR shall be submitted bi-annually during the reconstruction, renovation or substantial improvement of any Service Area, should the work require any new, or modification to existing environmental regulatory permits or approvals. Otherwise, the ECR shall be submitted annually.

### **Permits and Approvals**

As described in the draft SEQRA information found in this Appendix, and depending on the Proposal, a number of permits and approvals may be required from federal and state agencies. Table 1 lists the potentially required permits and approvals by agency.

**Table 1****Possible Permits and Approvals by Agency, including but not limited to, or as superseded:**

| <b>Agency</b>   | <b>Permit or Approval</b>  |
|---|--|
| U.S. Fish and Wildlife Service                          | Endangered Species Act Section 10  |
| U.S. Army Corps of Engineers                            | Clean Water Act Sections 10 and 404  |
| New York State Department of Environmental Conservation | GP 0-15-002 Stormwater Pollution Prevention Plan<br>Clean Water Act Section 401 Water Quality Certification<br>6 NYCRR Part 182 Endangered and Threatened Species<br>ECL Article 15 Protection of Waters<br>ECL Article 15 Title 27 Wild, Scenic & Recreational Rivers<br>ECL Article 24 Freshwater Wetlands<br>6 NYCRR Part 200 et seq. Air Contamination and Air Pollution<br>6 NYCRR Part 360 et seq. Solid Waste<br>6 NYCRR Part 370 et seq. Hazardous Waste<br>6 NYCRR Part 501 Use of Flood Control Lands<br>6 NYCRR Part 502 Floodplain Management Criteria for State Projects<br>6 NYCRR Part 595 et seq. Hazardous Substance Bulk Storage<br>6 NYCRR Part 613 Petroleum Bulk Storage<br>6 NYCRR Part 617 State Environmental Quality Review Act<br>6 NYCRR Part 750 et seq. State Pollutant Discharge Elimination Systems |
| NYS DOL   | 12 NYCRR Part 56 Asbestos  |
| New York State Thruway Authority                        | SEQRA Findings Statement   |
| New York State Historic Preservation Officer            | State Historic Preservation Act Section 14.09  |

## **Additional Permit and Approval Information:**

### **Soil Erosion and Water Pollution Control**

The Operator shall prepare and maintain on file a Stormwater Pollution Prevention Plan (SWPPP) complying with the New York State SPDES General Permit for Stormwater Discharges from Construction Activities (GP-0-15-002 or current version) (SPDES General Permit) resulting from soil disturbances of 1 acre or more at a site. The Operator shall apply for coverage under the SPDES General Permit after preparing a compliant SWPPP as noted. The Operator shall prepare the final SWPPP and a conforming Notice of Intent (NOI), sign/complete the Contractor/Subcontractor SPDES Permit Certification form (CONR 5), and submit the NOI to the Authority for Owner/Operator Certification prior to submission to NYSDEC for approval. The Operator shall allot fifteen (15) business days for the Authority to review, approve and sign the Owner/Operator Certification. Discharges covered under the SPDES General Permit shall not commence until the date authorized on the SPDES Acknowledgement Letter from NYSDEC.

### **Threatened and Endangered Species Coordination**

The Operator shall be aware that Threatened and Endangered Species occur in many locations along the Thruway system and are protected under the Endangered Species Act of 1973. The Operator shall not harm or harass any Threatened or Endangered species.

### **Contaminated Materials/ Hazardous Substances**

As needed, the Operator will be responsible for preparing an assessment for each Service Area in accordance with applicable standards. Please refer to the NYS DOT Environmental Manual Section 4.4.20, or as superseded. In addition, the Operator shall dispose of regulated materials in accordance with all applicable regulations, standards and policies.

### **Asbestos Containing Materials**

There is the potential for the presence of Asbestos Containing Material (ACM) in these Service Areas. As necessary, the Operator shall be responsible for the abatement design, asbestos abatement, waste disposal and any required Project monitoring/compliance air sampling during abatement of all confirmed and assumed asbestos containing materials if such materials will be disturbed during the performance of the Work. All asbestos abatement and waste disposal shall be performed in accordance with applicable safety and health codes and all applicable state and federal laws, codes, rules and regulations.

The Operator is also made aware that 12 NYCRR Part 56 specifically prohibits the abatement contractor from directly contracting Project monitoring and/or compliance air monitoring services. In order to comply with this regulatory requirement, no Operator or

constituent entity may perform any asbestos abatement work. The Operator shall subcontract asbestos abatement and Project monitoring/compliance air sampling services to separate and independent firms.

### **Cultural Resources**

The Operator shall be responsible for compliance consistent with the requirements of the New York State Office of Parks, Recreation and Historic Preservation (OPRHP) and review under Section 14.09 of the NYS Historic Preservation Act.

### **Wild, Scenic & Recreational Rivers**

The Operator is made aware that the Ramapo River is a New York State Recreational River which is regulated under Article 15 Title 27 Wild, Scenic & Recreational Rivers. The work at the Ramapo and Sloatsburg Service Areas are potentially regulated by this law implementing regulations, which may affect the Proposal at these sites.

### **Flood Plains**

There are several Service Areas which may fall within a flood plain or flood way. The Operator shall be responsible for compliance consistent with the requirements of the New York State requirements pertaining to flood plains, i.e., 6 NYCRR Part 502 Floodplain Management Criteria for State Projects, as applicable.

### **Environmental Appendix Attachments:**

#### **Draft Full Environmental Assessment Form (FEAF), Part 1 – Project and Setting:**

This FEAF is a compilation of environmental items necessary to satisfy the SEQRA as implemented by 6 NYCRR Part 617. These items are the documentation of existing site conditions and known potential Project effects for all 27 Service Areas. Note, the Draft FEAF provides information on key issues representing the current conditions at each Service Area. If additional issues are subsequently discovered by the Operator, it is anticipated that the FEAF, spreadsheet and any other related documents will be amended to reflect that new information, in addition to being modified to reflect items in the winning proposal, as necessary.

#### **Full Environmental Assessment Form, Part 1 – Project and Setting – Draft Spreadsheet:**

Since the Project consists of 27 individual sites, a spreadsheet is provided to give information for each Service Area site. The spreadsheet sums all relevant items, which is the basis for the information provided in the Draft FEAF. The Draft Spreadsheet can be found at the following link:

<https://www.thruway.ny.gov/external/service-area-rfp/index.html>

**Service Area Resource Maps:** These maps depict the Service Area site in relation to mapped environmental resources (wetlands, streams, floodplains, critical environmental

areas, and principal aquifers). These maps are not all inclusive of all environmental resources which may be in the Project vicinity.

**Full Environmental Assessment Form**  
**Part 1 - Project and Setting**

**Instructions for Completing Part 1**

**Part 1 is to be completed by the applicant or project sponsor.** Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the project sponsor to verify that the information contained in Part 1 is accurate and complete.

**A. Project and Sponsor Information.**

|  |                                       |                         |
|--|---------------------------------------|-------------------------|
| Name of Action or Project:<br>Assessment of Non-Fuel Facilities/Services at the New York State Thruway Authority's Service Areas   |                                       |                         |
| Project Location (describe, and attach a general location map):<br>27 Service Areas along the New York State Thruway   |                                       |                         |
| Brief Description of Proposed Action (include purpose or need):<br><br>The New York State Thruway Authority (NYSTA) has begun an effort to revitalize all 27 of the service areas along the New York State Thruway. The project is aimed at evaluating improvements and changes at these service areas. These updates may involve new restaurant offerings, enhanced tourist centers, revised parking facilities, improved amenities, or in some cases as warranted, reduction in services. A new level of service has been tentatively assigned for each service area based on existing operational metrics, public comments and envisioned role in the revised service area network. Depending on the proposed level of service, some areas will be expanded, others reduced and the remainder will essentially retain their existing footprint.<br><br>As part of this conceptual level work, NYSTA must determine the potential environmental impacts of such proposed action at all 27 sites in order to better determine the feasibility and costs of the plaza revision effort. |                                       |                         |
| Name of Applicant/Sponsor:<br>New York State Thruway Authority (NYSTA)   | Telephone: 518-436-2700               |                         |
|  | E-Mail:                               |                         |
| Address: 200 Southern Blvd.  |                                       |                         |
| City/PO: P.O. Box 189, Albany  | State: New York                       | Zip Code: 12201-0189    |
| Project Contact (if not same as sponsor; give name and title/role):<br>Kara Ostrander, Director of Customer Relations  | Telephone: 518-436-2831               |                         |
|  | E-Mail: Kara.Ostrander@thruway.ny.gov |                         |
| Address:<br>200 Southern Blvd.   |                                       |                         |
| City/PO:<br>P.O. Box 189, Albany   | State:<br>New York                    | Zip Code:<br>12201-0189 |
| Property Owner (if not same as sponsor):   | Telephone:                            |                         |
|  | E-Mail:                               |                         |
| Address:   |                                       |                         |
| City/PO:   | State:                                | Zip Code:               |



## B. Government Approvals

| <b>B. Government Approvals, Funding, or Sponsorship.</b> ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)  |   |   |
|--|---|---|
| <b>Government Entity</b>   | <b>If Yes: Identify Agency and Approval(s) Required</b>                         | <b>Application Date (Actual or projected)</b> |
| a. City Council, Town Board, <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>or Village Board of Trustees   |   |   |
| b. City, Town or Village <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>Planning Board or Commission   |   |   |
| c. City Council, Town or <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>Village Zoning Board of Appeals  |   |   |
| d. Other local agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  |   |   |
| e. County agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No   |   |   |
| f. Regional agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No   |   |   |
| g. State agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  | NYSDEC SPDES Permit at various SA's and<br>WSRR Permit at Ramapo and Sloatsburg |   |
| h. Federal agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  |   |   |
| i. Coastal Resources.<br>i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>iii. Is the project site within a Coastal Erosion Hazard Area? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |   |   |

## C. Planning and Zoning

| <b>C.1. Planning and zoning actions.</b>  |   |
|---|---|
| Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed?   | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| <ul style="list-style-type: none"> <li>• If Yes, complete sections C, F and G.</li> <li>• If No, proceed to question C.2 and complete all remaining sections and questions in Part 1</li> </ul>   |   |
| <b>C.2. Adopted land use plans.</b>   |   |
| a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located?  | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located?   | <input type="checkbox"/> Yes <input type="checkbox"/> No            |
| b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?)   | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| If Yes, identify the plan(s):<br>21 of 27 Service Areas are within National or State Heritage Areas. 6 are in the Hudson River Valley National Heritage Area, 7 are in the New York State Mohawk Valley Heritage Corridor, 13 are in the Erie Canalway National Heritage Corridor, 3 are in the Western Erie Canalway National Heritage Corridor. 8 Service Areas are in both a State and National Heritage Area. |   |
| c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan?  | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| If Yes, identify the plan(s):<br>_____<br>_____<br>_____  |   |

|   |   |
|---|---|
| <b>C.3. Zoning</b>  |   |
| a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance.<br>If Yes, what is the zoning classification(s) including any applicable overlay district?<br>Project sites on land owned by NYS are not subject to local zoning | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| <hr/>   |   |
| b. Is the use permitted or allowed by a special or conditional use permit?  | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| c. Is a zoning change requested as part of the proposed action?<br>If Yes,  | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| i. What is the proposed new zoning for the site? <hr/>  |   |
| <b>C.4. Existing community services.</b>  |   |
| a. In what school district is the project site located? 24 different school districts depending on location. Sloatsburg and Ramapo, Plattekill and Modena, and Indian Castle and Iroquois share the same school districts. <hr/>  |   |
| b. What police or other public protection forces serve the project site?<br>Various; Sloatsburg and Ramapo, and Plattekill and Modena share police districts. All 27 are served by the NYS Police Troop T. <hr/>  |   |
| c. Which fire protection and emergency medical services serve the project site?<br>Various; Sloatsburg and Ramapo, Pattersonville and Mohawk, Plattekill and Modena, and Indian Castle and Iroquois share fire/emergency service districts. <hr/>                         |   |
| d. What parks serve the project site?<br>None <hr/>   |   |

#### D. Project Details

|   |  |
|---|--|
| <b>D.1. Proposed and Potential Development</b>  |  |
| a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? Commercial <hr/>  |  |
| b. a. Total acreage of the site of the proposed action? <u>178.7</u> acres  |  |
| b. Total acreage to be physically disturbed? <u>178.7</u> acres   |  |
| c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? <u>178.7</u> acres   |  |
| c. Is the proposed action an expansion of an existing project or use? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No   |  |
| i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % <u>Varies - Level 3 SAs only</u> Units: <u>Varies - Level 3 SAs only</u> |  |
| d. Is the proposed action a subdivision, or does it include a subdivision? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  |  |
| If Yes,   |  |
| i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types) <hr/>   |  |
| ii. Is a cluster/conservation layout proposed? <input type="checkbox"/> Yes <input type="checkbox"/> No   |  |
| iii. Number of lots proposed? <hr/>   |  |
| iv. Minimum and maximum proposed lot sizes? Minimum <hr/> Maximum <hr/>   |  |
| e. Will proposed action be constructed in multiple phases? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  |  |
| i. If No, anticipated period of construction: <hr/> months  |  |
| ii. If Yes:   |  |
| • Total number of phases anticipated <u>27</u>  |  |
| • Anticipated commencement date of phase 1 (including demolition) <u>10</u> month <u>2019</u> year  |  |
| • Anticipated completion date of final phase <u>10</u> month <u>2024</u> year   |  |
| • Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: <hr/>  |  |
| Service area reconstruction will be staggered throughout the Thruway system with no interruption of adjacent services and will be coordinated with the Thruway Authority. <hr/>   |  |

|   |                   |                   |                     |                                       |
|---|-------------------|-------------------|---------------------|---------------------------------------|
| f. Does the project include new residential uses? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span><br>If Yes, show numbers of units proposed. |                   |                   |                     |                                       |
|   | <u>One Family</u> | <u>Two Family</u> | <u>Three Family</u> | <u>Multiple Family (four or more)</u> |
| Initial Phase   | _____             | _____             | _____               | _____                                 |
| At completion   | _____             | _____             | _____               | _____                                 |
| of all phases   | _____             | _____             | _____               | _____                                 |

|  |  |
|--|--|
| g. Does the proposed action include new non-residential construction (including expansions)? <span style="float: right;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</span><br>If Yes,   |  |
| i. Total number of structures <u>27</u><br>ii. Dimensions (in feet) of largest proposed structure: <u>25</u> height; <u>Varies</u> width; and <u>Varies</u> length<br>iii. Approximate extent of building space to be heated or cooled: <u>192,375</u> square feet |  |

|  |  |
|--|--|
| h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span><br>If Yes,   |  |
| i. Purpose of the impoundment: _____<br>ii. If a water impoundment, the principal source of the water: <input type="checkbox"/> Ground water <input type="checkbox"/> Surface water streams <input type="checkbox"/> Other specify: _____<br>iii. If other than water, identify the type of impounded/contained liquids and their source. _____<br>iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres<br>v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length<br>vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): _____ |  |

**D.2. Project Operations**

|   |  |
|---|--|
| a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span><br>(Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)<br>If Yes:  |  |
| i. What is the purpose of the excavation or dredging? _____<br>ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?<br>• Volume (specify tons or cubic yards): _____<br>• Over what duration of time? _____<br>iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. _____<br>_____<br>_____<br>iv. Will there be onsite dewatering or processing of excavated materials? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span><br>If yes, describe. _____<br>_____<br>_____<br>v. What is the total area to be dredged or excavated? _____ acres<br>vi. What is the maximum area to be worked at any one time? _____ acres<br>vii. What would be the maximum depth of excavation or dredging? _____ feet<br>viii. Will the excavation require blasting? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span><br>ix. Summarize site reclamation goals and plan: _____<br>_____<br>_____<br>_____ |  |

|  |  |
|--|--|
| b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span><br>If Yes: |  |
| i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____<br>_____<br>_____  |  |

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

iii. Will proposed action cause or result in disturbance to bottom sediments? ☐ Yes ☐ No  
If Yes, describe: \_\_\_\_\_

iv. Will proposed action cause or result in the destruction or removal of aquatic vegetation? ☐ Yes ☐ No  
If Yes:

- acres of aquatic vegetation proposed to be removed: \_\_\_\_\_
- expected acreage of aquatic vegetation remaining after project completion: \_\_\_\_\_
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): \_\_\_\_\_
- proposed method of plant removal: \_\_\_\_\_
- if chemical/herbicide treatment will be used, specify product(s): \_\_\_\_\_

v. Describe any proposed reclamation/mitigation following disturbance: \_\_\_\_\_

\_\_\_\_\_

c. Will the proposed action use, or create a new demand for water? ☐ Yes ☒ No  
If Yes:

i. Total anticipated water usage/demand per day: \_\_\_\_\_ gallons/day

ii. Will the proposed action obtain water from an existing public water supply? ☐ Yes ☐ No  
If Yes:

- Name of district or service area: \_\_\_\_\_
- Does the existing public water supply have capacity to serve the proposal? ☐ Yes ☐ No
- Is the project site in the existing district? ☐ Yes ☐ No
- Is expansion of the district needed? ☐ Yes ☐ No
- Do existing lines serve the project site? ☐ Yes ☐ No

iii. Will line extension within an existing district be necessary to supply the project? ☐ Yes ☐ No  
If Yes:

- Describe extensions or capacity expansions proposed to serve this project: \_\_\_\_\_
- Source(s) of supply for the district: \_\_\_\_\_

iv. Is a new water supply district or service area proposed to be formed to serve the project site? ☐ Yes ☐ No  
If Yes:

- Applicant/sponsor for new district: \_\_\_\_\_
- Date application submitted or anticipated: \_\_\_\_\_
- Proposed source(s) of supply for new district: \_\_\_\_\_

v. If a public water supply will not be used, describe plans to provide water supply for the project: \_\_\_\_\_

vi. If water supply will be from wells (public or private), maximum pumping capacity: \_\_\_\_\_ gallons/minute.

d. Will the proposed action generate liquid wastes? ☒ Yes ☐ No  
If Yes:

i. Total anticipated liquid waste generation per day: \_\_\_\_\_ 272,500 gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): \_\_\_\_\_

Facility Wastewater

\_\_\_\_\_

iii. Will the proposed action use any existing public wastewater treatment facilities? ☒ Yes ☐ No  
If Yes:

- Name of wastewater treatment plant to be used: 7 Service Areas use local WWTPs, 20 serviced by individual TA WWTPs
- Name of district: 7 service areas connected to public wastewater treatment districts, 20 serviced by TA WWTP
- Does the existing wastewater treatment plant have capacity to serve the project? ☒ Yes ☐ No
- Is the project site in the existing district? ☒ Yes ☐ No
- Is expansion of the district needed? ☐ Yes ☒ No

|   |  |
|---|--|
| <ul style="list-style-type: none"> <li>• Do existing sewer lines serve the project site? <span style="float: right;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</span></li> <li>• Will line extension within an existing district be necessary to serve the project? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></li> </ul> <p>If Yes:</p> <ul style="list-style-type: none"> <li>• Describe extensions or capacity expansions proposed to serve this project: _____</li> </ul>   |  |
| <p>iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If Yes:</p> <ul style="list-style-type: none"> <li>• Applicant/sponsor for new district: _____</li> <li>• Date application submitted or anticipated: _____</li> <li>• What is the receiving water for the wastewater discharge? _____</li> </ul> <p>v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge, or describe subsurface disposal plans):</p> <p>_____</p> <p>_____</p> <p>vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____</p> <p>_____</p> <p>_____</p>  |  |
| <p>e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? <span style="float: right;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. How much impervious surface will the project create in relation to total size of project parcel?</p> <p style="padding-left: 40px;">_____ Square feet or _____ 0 acres (impervious surface)</p> <p style="padding-left: 40px;">_____ Square feet or <u>178.7</u> acres (parcel size)</p> <p>ii. Describe types of new point sources. <u>None</u></p> <p>_____</p> <p>iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?</p> <p><u>On-site stormwater management facility</u></p> <p>_____</p> <ul style="list-style-type: none"> <li>• If to surface waters, identify receiving water bodies or wetlands: _____</li> </ul> <p>_____</p> <ul style="list-style-type: none"> <li>• Will stormwater runoff flow to adjacent properties? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></li> </ul> |  |
| <p>iv. Does proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? <span style="float: right;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</span></p>   |  |
| <p>f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? <span style="float: right;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If Yes, identify:</p> <p>i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)</p> <p><u>Transient passenger vehicles and trucks</u></p> <p>ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)</p> <p><u>Portable generators and air compressors</u></p> <p>iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)</p> <p><u>Emergency generators and furnaces</u></p>  |  |
| <p>g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>ii. In addition to emissions as calculated in the application, the project will generate:</p> <ul style="list-style-type: none"> <li>• _____ Tons/year (short tons) of Carbon Dioxide (CO<sub>2</sub>)</li> <li>• _____ Tons/year (short tons) of Nitrous Oxide (N<sub>2</sub>O)</li> <li>• _____ Tons/year (short tons) of Perfluorocarbons (PFCs)</li> <li>• _____ Tons/year (short tons) of Sulfur Hexafluoride (SF<sub>6</sub>)</li> <li>• _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs)</li> <li>• _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)</li> </ul>   |  |

|   |                                  |                                  |                        |                           |                                  |                         |                           |                           |                         |  |                           |
|---|----------------------------------|----------------------------------|------------------------|---------------------------|----------------------------------|-------------------------|---------------------------|---------------------------|-------------------------|--|---------------------------|
| h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span><br>If Yes:<br>i. Estimate methane generation in tons/year (metric): _____<br>ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____<br>_____   |                                  |                                  |                        |                           |                                  |                         |                           |                           |                         |  |                           |
| i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span><br>If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): _____<br>_____<br>_____   |                                  |                                  |                        |                           |                                  |                         |                           |                           |                         |  |                           |
| j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span><br>If Yes:<br>i. When is the peak traffic expected (Check all that apply): <input type="checkbox"/> Morning <input type="checkbox"/> Evening <input type="checkbox"/> Weekend<br><input type="checkbox"/> Randomly between hours of _____ to _____.<br>ii. For commercial activities only, projected number of semi-trailer truck trips/day: _____<br>iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____<br>iv. Does the proposed action include any shared use parking? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span><br>v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe:<br>_____<br>_____<br>_____<br>_____<br>_____<br>vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span><br>vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span><br>viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span> |                                  |                                  |                        |                           |                                  |                         |                           |                           |                         |  |                           |
| k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span><br>If Yes:<br>i. Estimate annual electricity demand during operation of the proposed action: _____<br>ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): _____<br>iii. Will the proposed action require a new, or an upgrade to, an existing substation? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span>   |                                  |                                  |                        |                           |                                  |                         |                           |                           |                         |  |                           |
| l. Hours of operation. Answer all items which apply.<br>i. During Construction: <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">• Monday - Friday: _____ 24 hour</td> <td style="width: 50%;">ii. During Operations:</td> </tr> <tr> <td>• Saturday: _____ 24 hour</td> <td>• Monday - Friday: _____ 24 hour</td> </tr> <tr> <td>• Sunday: _____ 24 hour</td> <td>• Saturday: _____ 24 hour</td> </tr> <tr> <td>• Holidays: _____ 24 hour</td> <td>• Sunday: _____ 24 hour</td> </tr> <tr> <td></td> <td>• Holidays: _____ 24 hour</td> </tr> </table>  |                                  | • Monday - Friday: _____ 24 hour | ii. During Operations: | • Saturday: _____ 24 hour | • Monday - Friday: _____ 24 hour | • Sunday: _____ 24 hour | • Saturday: _____ 24 hour | • Holidays: _____ 24 hour | • Sunday: _____ 24 hour |  | • Holidays: _____ 24 hour |
| • Monday - Friday: _____ 24 hour  | ii. During Operations:           |                                  |                        |                           |                                  |                         |                           |                           |                         |  |                           |
| • Saturday: _____ 24 hour   | • Monday - Friday: _____ 24 hour |                                  |                        |                           |                                  |                         |                           |                           |                         |  |                           |
| • Sunday: _____ 24 hour   | • Saturday: _____ 24 hour        |                                  |                        |                           |                                  |                         |                           |                           |                         |  |                           |
| • Holidays: _____ 24 hour   | • Sunday: _____ 24 hour          |                                  |                        |                           |                                  |                         |                           |                           |                         |  |                           |
|   | • Holidays: _____ 24 hour        |                                  |                        |                           |                                  |                         |                           |                           |                         |  |                           |

|  |  |
|--|--|
| <p>m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? <span style="float: right;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If yes:</p> <p>i. Provide details including sources, time of day and duration:<br/> Potentially during daytime construction, and some limited nighttime construction activity</p>   |  |
| <p>ii. Will proposed action remove existing natural barriers that could act as a noise barrier or screen? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>Describe: _____</p>  |  |
| <p>n.. Will the proposed action have outdoor lighting? <span style="float: right;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If yes:</p> <p>i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:<br/> Various safety and general lighting for user illumination immediately around structures and parking areas</p>  |  |
| <p>ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>Describe: _____</p>  |  |
| <p>o. Does the proposed action have the potential to produce odors for more than one hour per day? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____</p>  |  |
| <p>p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. Product(s) to be stored _____</p> <p>ii. Volume(s) _____ per unit time _____ (e.g., month, year)</p> <p>iii. Generally describe proposed storage facilities: _____</p>   |  |
| <p>q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? <span style="float: right;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. Describe proposed treatment(s):<br/> Routine weed and pest control during operations</p>  |  |
| <p>ii. Will the proposed action use Integrated Pest Management Practices? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p>   |  |
| <p>r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? <span style="float: right;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. Describe any solid waste(s) to be generated during construction or operation of the facility:</p> <ul style="list-style-type: none"> <li>• Construction: <u>29,520.83</u> tons per <u>year</u> (unit of time)</li> <li>• Operation : <u>No substantial change</u> tons per _____ (unit of time)</li> </ul> <p>ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:</p> <ul style="list-style-type: none"> <li>• Construction: <u>Recycling and reuse of materials will occur when and where appropriate</u></li> <li>• Operation: <u>Continuation of recycling programs on-site</u></li> </ul> <p>iii. Proposed disposal methods/facilities for solid waste generated on-site:</p> <ul style="list-style-type: none"> <li>• Construction: <u>Transport to a Part 363 solid waste facility</u></li> <li>• Operation: <u>Continued transport to a Part 363 solid waste facility</u></li> </ul> |  |

s. Does the proposed action include construction or modification of a solid waste management facility? ☐ Yes ☒ No

If Yes:

i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): \_\_\_\_\_

ii. Anticipated rate of disposal/processing:

- \_\_\_\_\_ Tons/month, if transfer or other non-combustion/thermal treatment, or
- \_\_\_\_\_ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: \_\_\_\_\_ years

t. Will proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? ☐ Yes ☒ No

If Yes:

i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: \_\_\_\_\_

ii. Generally describe processes or activities involving hazardous wastes or constituents: \_\_\_\_\_

iii. Specify amount to be handled or generated \_\_\_\_\_ tons/month

iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: \_\_\_\_\_

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? ☐ Yes ☐ No

If Yes: provide name and location of facility: \_\_\_\_\_

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility: \_\_\_\_\_

#### E. Site and Setting of Proposed Action

| E.1. Land uses on and surrounding the project site   |   |  |  |
|--|---|--|--|
| a. Existing land uses.   |   |  |  |
| i. Check all uses that occur on, adjoining and near the project site.  |   |  |  |
| <input checked="" type="checkbox"/> Urban  | <input type="checkbox"/> Industrial             | <input checked="" type="checkbox"/> Commercial | <input checked="" type="checkbox"/> Residential (suburban) |
| <input checked="" type="checkbox"/> Forest   | <input checked="" type="checkbox"/> Agriculture | <input type="checkbox"/> Aquatic               | <input type="checkbox"/> Other (specify): _____            |
| ii. If mix of uses, generally describe:<br>All 27 Service Areas are Commercial Lands. Mix of other land types on or surrounding various other Service Areas, including: 4 Urban, 6 Forested, 2 Agriculture, 5 Rural (non-farm) and 1 Residential areas |   |  |  |
| b. Land uses and covertypes on the project site.   |   |  |  |
| Land use or Covertype  | Current Acreage                                 | Acreage After Project Completion               | Change (Acres +/-)   |
| • Roads, buildings, and other paved or impervious surfaces   | 158.1   | 158.1  | 0.0  |
| • Forested   | 0.0   | 0.0  | 0.0  |
| • Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)   | 20.5  | 20.5   | 0.0  |
| • Agricultural (includes active orchards, field, greenhouse etc.)  | 0.0   | 0.0  | 0.0  |
| • Surface water features (lakes, ponds, streams, rivers, etc.)   | 0.1   | 0.1  | 0.0  |
| • Wetlands (freshwater or tidal)   | 0.0   | 0.0  | 0.0  |
| • Non-vegetated (bare rock, earth or fill)   | 0.0   | 0.0  | 0.0  |
| • Other Describe: _____  | 0.0   | 0.0  | 0.0  |



c. Is the project site presently used by members of the community for public recreation? ☐ Yes ☒ No  
i. If Yes: explain: \_\_\_\_\_

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? ☒ Yes ☐ No  
If Yes,  
i. Identify Facilities:  
25 Service Areas do not have any of these facilities within 1,500 feet of the project site. 2 Service areas do; DeWitt (Noble Health Services) and Seneca (Victor Intermediate School and Victor High School)

e. Does the project site contain an existing dam? ☐ Yes ☒ No  
If Yes:  
i. Dimensions of the dam and impoundment:  
• Dam height: \_\_\_\_\_ feet  
• Dam length: \_\_\_\_\_ feet  
• Surface area: \_\_\_\_\_ acres  
• Volume impounded: \_\_\_\_\_ gallons OR acre-feet  
ii. Dam's existing hazard classification: \_\_\_\_\_  
iii. Provide date and summarize results of last inspection: \_\_\_\_\_

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? ☒ Yes ☐ No  
If Yes:  
i. Has the facility been formally closed? ☒ Yes ☐ No  
• If yes, cite sources/documentation: NYSDEC Remediation Database  
ii. Describe the location of the project site relative to the boundaries of the solid waste management facility:  
Of the 27 Service Areas, only 1 Service Area (Clarence) is adjacent to a former waste management facility. The estimated 155-acre site lies just north of the NYS Thruway (Interstate 90) and west of the Thruway Authority's Clarence Service Center rest area.  
iii. Describe any development constraints due to the prior solid waste activities:  
None expected. The estimated 155-acre site lies just north of the NYS Thruway (Interstate 90) and west of the Clarence Service Area.

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? ☒ Yes ☐ No  
If Yes:  
i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred:  
Clarence: Residential, commercial and industrial wastes were reportedly accepted at the adjacent facility until 1985, when operations ceased. The landfill has been capped under the DEC's solid waste closure program and is in an Operation Maintenance (O&M) mode including groundwater monitoring.

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? ☒ Yes ☐ No  
If Yes:  
i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: ☒ Yes ☐ No  
☒ Yes – Spills Incidents database Provide DEC ID number(s): 122 spills across all 27 Service Areas  
☒ Yes – Environmental Site Remediation database Provide DEC ID number(s): 11 identified at various Service Areas  
☐ Neither database  
ii. If site has been subject of RCRA corrective activities, describe control measures: \_\_\_\_\_  
iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? ☒ Yes ☐ No  
If yes, provide DEC ID number(s): Chittenango: 727006; DeWitt: 734070, C734113; Clarence: 915068  
iv. If yes to (i), (ii) or (iii) above, describe current status of site(s): \_\_\_\_\_

Individual site status varies.

|  |   |  |   |   |   |   |   |   |  |                              |                   |                  |                           |             |   |                                |                                     |                                |  |
|--|---|--|---|---|---|---|---|---|--|------------------------------|-------------------|------------------|---------------------------|-------------|---|--------------------------------|-------------------------------------|--------------------------------|--|
| v. Is the project site subject to an institutional control limiting property uses? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span>  |   |  |   |   |   |   |   |   |  |                              |                   |                  |                           |             |   |                                |                                     |                                |  |
| <ul style="list-style-type: none"> <li>• If yes, DEC site ID number: _____</li> <li>• Describe the type of institutional control (e.g., deed restriction or easement): _____</li> <li>• Describe any use limitations: _____</li> <li>• Describe any engineering controls: _____</li> <li>• Will the project affect the institutional or engineering controls in place? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></li> <li>• Explain: _____</li> </ul>  |   |  |   |   |   |   |   |   |  |                              |                   |                  |                           |             |   |                                |                                     |                                |  |
| <b>E.2. Natural Resources On or Near Project Site</b>  |   |  |   |   |   |   |   |   |  |                              |                   |                  |                           |             |   |                                |                                     |                                |  |
| a. What is the average depth to bedrock on the project site? _____ <span style="float: right;">Varies feet</span>  |   |  |   |   |   |   |   |   |  |                              |                   |                  |                           |             |   |                                |                                     |                                |  |
| b. Are there bedrock outcroppings on the project site? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span><br>If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ %   |   |  |   |   |   |   |   |   |  |                              |                   |                  |                           |             |   |                                |                                     |                                |  |
| c. Predominant soil type(s) present on project site: <table style="width: 100%; border: none;"> <tr> <td style="width: 60%;">Various</td> <td style="width: 20%; text-align: right;">_____ %</td> <td style="width: 20%;"></td> </tr> <tr> <td>_____</td> <td style="text-align: right;">_____ %</td> <td></td> </tr> <tr> <td>_____</td> <td style="text-align: right;">_____ %</td> <td></td> </tr> </table>   |   | Various  | _____ %   |   | _____   | _____ %   |   | _____   | _____ %  |                              |                   |                  |                           |             |   |                                |                                     |                                |  |
| Various  | _____ %   |  |   |   |   |   |   |   |  |                              |                   |                  |                           |             |   |                                |                                     |                                |  |
| _____  | _____ %   |  |   |   |   |   |   |   |  |                              |                   |                  |                           |             |   |                                |                                     |                                |  |
| _____  | _____ %   |  |   |   |   |   |   |   |  |                              |                   |                  |                           |             |   |                                |                                     |                                |  |
| d. What is the average depth to the water table on the project site? Average: _____ <span style="float: right;">Varies feet</span>   |   |  |   |   |   |   |   |   |  |                              |                   |                  |                           |             |   |                                |                                     |                                |  |
| e. Drainage status of project site soils: <table style="width: 100%; border: none;"> <tr> <td style="width: 40%;"><input checked="" type="checkbox"/> Well Drained:</td> <td style="width: 20%; text-align: right;">62 % of site</td> <td style="width: 40%;"></td> </tr> <tr> <td><input checked="" type="checkbox"/> Moderately Well Drained:</td> <td style="text-align: right;">32 % of site</td> <td></td> </tr> <tr> <td><input checked="" type="checkbox"/> Poorly Drained</td> <td style="text-align: right;">6 % of site</td> <td></td> </tr> </table>  |   | <input checked="" type="checkbox"/> Well Drained:  | 62 % of site  |   | <input checked="" type="checkbox"/> Moderately Well Drained:        | 32 % of site  |   | <input checked="" type="checkbox"/> Poorly Drained  | 6 % of site                                      |                              |                   |                  |                           |             |   |                                |                                     |                                |  |
| <input checked="" type="checkbox"/> Well Drained:  | 62 % of site  |  |   |   |   |   |   |   |  |                              |                   |                  |                           |             |   |                                |                                     |                                |  |
| <input checked="" type="checkbox"/> Moderately Well Drained:   | 32 % of site  |  |   |   |   |   |   |   |  |                              |                   |                  |                           |             |   |                                |                                     |                                |  |
| <input checked="" type="checkbox"/> Poorly Drained   | 6 % of site   |  |   |   |   |   |   |   |  |                              |                   |                  |                           |             |   |                                |                                     |                                |  |
| f. Approximate proportion of proposed action site with slopes: <table style="width: 100%; border: none;"> <tr> <td style="width: 40%;"><input checked="" type="checkbox"/> 0-10%:</td> <td style="width: 20%; text-align: right;">97 % of site</td> <td style="width: 40%;"></td> </tr> <tr> <td><input checked="" type="checkbox"/> 10-15%:</td> <td style="text-align: right;">2 % of site</td> <td></td> </tr> <tr> <td><input checked="" type="checkbox"/> 15% or greater:</td> <td style="text-align: right;">1 % of site</td> <td></td> </tr> </table>   |   | <input checked="" type="checkbox"/> 0-10%:   | 97 % of site  |   | <input checked="" type="checkbox"/> 10-15%:                         | 2 % of site   |   | <input checked="" type="checkbox"/> 15% or greater: | 1 % of site                                      |                              |                   |                  |                           |             |   |                                |                                     |                                |  |
| <input checked="" type="checkbox"/> 0-10%:   | 97 % of site  |  |   |   |   |   |   |   |  |                              |                   |                  |                           |             |   |                                |                                     |                                |  |
| <input checked="" type="checkbox"/> 10-15%:  | 2 % of site   |  |   |   |   |   |   |   |  |                              |                   |                  |                           |             |   |                                |                                     |                                |  |
| <input checked="" type="checkbox"/> 15% or greater:  | 1 % of site   |  |   |   |   |   |   |   |  |                              |                   |                  |                           |             |   |                                |                                     |                                |  |
| g. Are there any unique geologic features on the project site? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span><br>If Yes, describe: _____   |   |  |   |   |   |   |   |   |  |                              |                   |                  |                           |             |   |                                |                                     |                                |  |
| h. Surface water features. <table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)?</td> <td style="width: 30%; text-align: right;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</td> </tr> <tr> <td>ii. Do any wetlands or other waterbodies adjoin the project site?</td> <td style="text-align: right;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</td> </tr> </table> If Yes to either i or ii, continue. If No, skip to E.2.i. <table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency?</td> <td style="width: 30%; text-align: right;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</td> </tr> </table> iv. For each identified regulated wetland and waterbody on the project site, provide the following information: <table style="width: 100%; border: none;"> <tr> <td style="width: 10%;">• Streams:</td> <td style="width: 40%;">Name <u>Various Streams - adjacent or nearby</u></td> <td style="width: 50%;">Classification <u>Varies</u></td> </tr> <tr> <td>• Lakes or Ponds:</td> <td>Name <u>None</u></td> <td>Classification <u>N/A</u></td> </tr> <tr> <td>• Wetlands:</td> <td>Name <u>Various Wetlands - adjacent or nearby (except Clarence)</u></td> <td>Approximate Size <u>Varies</u></td> </tr> <tr> <td>• Wetland No. (if regulated by DEC)</td> <td colspan="2"><u>CAM-20, M-18, and CI-10</u></td> </tr> </table> |   | i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | ii. Do any wetlands or other waterbodies adjoin the project site? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | • Streams:  | Name <u>Various Streams - adjacent or nearby</u> | Classification <u>Varies</u> | • Lakes or Ponds: | Name <u>None</u> | Classification <u>N/A</u> | • Wetlands: | Name <u>Various Wetlands - adjacent or nearby (except Clarence)</u> | Approximate Size <u>Varies</u> | • Wetland No. (if regulated by DEC) | <u>CAM-20, M-18, and CI-10</u> |  |
| i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)?   | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |  |   |   |   |   |   |   |  |                              |                   |                  |                           |             |   |                                |                                     |                                |  |
| ii. Do any wetlands or other waterbodies adjoin the project site?  | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |  |   |   |   |   |   |   |  |                              |                   |                  |                           |             |   |                                |                                     |                                |  |
| iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency?  | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |  |   |   |   |   |   |   |  |                              |                   |                  |                           |             |   |                                |                                     |                                |  |
| • Streams:   | Name <u>Various Streams - adjacent or nearby</u>                    | Classification <u>Varies</u>   |   |   |   |   |   |   |  |                              |                   |                  |                           |             |   |                                |                                     |                                |  |
| • Lakes or Ponds:  | Name <u>None</u>  | Classification <u>N/A</u>  |   |   |   |   |   |   |  |                              |                   |                  |                           |             |   |                                |                                     |                                |  |
| • Wetlands:  | Name <u>Various Wetlands - adjacent or nearby (except Clarence)</u> | Approximate Size <u>Varies</u>   |   |   |   |   |   |   |  |                              |                   |                  |                           |             |   |                                |                                     |                                |  |
| • Wetland No. (if regulated by DEC)  | <u>CAM-20, M-18, and CI-10</u>                                      |  |   |   |   |   |   |   |  |                              |                   |                  |                           |             |   |                                |                                     |                                |  |
| v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? <span style="float: right;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</span><br>If yes, name of impaired water body/bodies and basis for listing as impaired: _____  |   |  |   |   |   |   |   |   |  |                              |                   |                  |                           |             |   |                                |                                     |                                |  |
| 1 Service Area has impaired waterbody nearby: Ardsley; Bronx River, Upper - Pathogens; D.O./Oxygen Demand - Recreation; Aquatic Life   |   |  |   |   |   |   |   |   |  |                              |                   |                  |                           |             |   |                                |                                     |                                |  |
| i. Is the project site in a designated Floodway? <span style="float: right;">(Various) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</span>  |   |  |   |   |   |   |   |   |  |                              |                   |                  |                           |             |   |                                |                                     |                                |  |
| j. Is the project site in the 100 year Floodplain? <span style="float: right;">(Various) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</span>  |   |  |   |   |   |   |   |   |  |                              |                   |                  |                           |             |   |                                |                                     |                                |  |
| k. Is the project site in the 500 year Floodplain? <span style="float: right;">(Various) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</span>  |   |  |   |   |   |   |   |   |  |                              |                   |                  |                           |             |   |                                |                                     |                                |  |
| l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? <span style="float: right;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</span><br>If Yes: <table style="width: 100%; border: none;"> <tr> <td style="width: 10%;">i. Name of aquifer:</td> <td><u>Various Aquifers</u></td> </tr> </table>   |   | i. Name of aquifer:  | <u>Various Aquifers</u>   |   |   |   |   |   |  |                              |                   |                  |                           |             |   |                                |                                     |                                |  |
| i. Name of aquifer:  | <u>Various Aquifers</u>   |  |   |   |   |   |   |   |  |                              |                   |                  |                           |             |   |                                |                                     |                                |  |

|   |  |
|---|--|
| m. Identify the predominant wildlife species that occupy or use the project site:   |  |
| <u>American Crow</u><br><u>English Sparrow</u>  | <u>Rock Pigeon</u><br><u>European Starling</u> |
| n. Does the project site contain a designated significant natural community? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span><br>If Yes:  |  |
| i. Describe the habitat/community (composition, function, and basis for designation): _____<br>_____  |  |
| ii. Source(s) of description or evaluation: _____   |  |
| iii. Extent of community/habitat:   |  |
| <ul style="list-style-type: none"> <li>• Currently: _____ acres</li> <li>• Following completion of project as proposed: _____ acres</li> <li>• Gain or loss (indicate + or -): _____ acres</li> </ul>   |  |
| o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? <span style="float: right;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</span>   |  |
| While none likely on any site, the following species may be found at or near certain sites: Northern Long-eared Bat (26 sites), Indiana Bat (10), Timber Rattlesnake (2), Bog Turtle (4), Dwarf Wedgemussel (1), Frosted Elfin (1), Karner Blue Butterfly (1), Bald Eagle (2), Northern Harrier (1), Eastern Massasauga (2), Thicketleaf Orach (1), Upland Sandpiper (1), and Sedge Wren (1). |  |
| p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span>   |  |
| q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span><br>If yes, give a brief description of how the proposed action may affect that use: _____<br>_____  |  |
| <b>E.3. Designated Public Resources On or Near Project Site</b>   |  |
| a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span><br>If Yes, provide county plus district name/number: _____  |  |
| b. Are agricultural lands consisting of highly productive soils present? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span><br>i. If Yes: acreage(s) on project site? _____<br>ii. Source(s) of soil rating(s): _____   |  |
| c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span><br>If Yes:  |  |
| i. Nature of the natural landmark: <input type="checkbox"/> Biological Community <input type="checkbox"/> Geological Feature  |  |
| ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____<br>_____<br>_____   |  |
| d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? <span style="float: right;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</span><br>If Yes:   |  |
| i. CEA name: <u>1 Service Area near CEA; Ardsley: Floodplains, County and State Park Lands</u>  |  |
| ii. Basis for designation: <u>Project water &amp; natural area, exceptional or unique character</u>   |  |
| iii. Designating agency and date: <u>Agency: Town of Greenburgh, Agency: Westchester County, Date: 1-30-79, Date: 1-31-90</u>   |  |

|   |   |
|---|---|
| e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on, or has been nominated by the NYS Board of Historic Preservation for inclusion on, the State or National Register of Historic Places? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| If Yes:   |   |
| <i>i.</i> Nature of historic/archaeological resource: <input type="checkbox"/> Archaeological Site <input checked="" type="checkbox"/> Historic Building or District  |   |
| <i>ii.</i> Name: Various Buildings near but not on 16 of the 27 Service Areas   |   |
| <i>iii.</i> Brief description of attributes on which listing is based:  |   |
| Varies  |   |
| f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?   | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| g. Have additional archaeological or historic site(s) or resources been identified on the project site?   |   |
| If Yes:   |   |
| <i>i.</i> Describe possible resource(s):  |   |
| <i>ii.</i> Basis for identification:  |   |
| h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource?  |   |
| <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No   |   |
| If Yes:   |   |
| <i>i.</i> Identify resource: Various - many   |   |
| <i>ii.</i> Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): Various  |   |
| <i>iii.</i> Distance between project and resource: Varies miles.  |   |
| i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666?   | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| If Yes:   |   |
| <i>i.</i> Identify the name of the river and its designation: Ramapo and Sloatsburg are adjacent to the Recreational Ramapo River   |   |
| <i>ii.</i> Is the activity consistent with development restrictions contained in 6NYCRR Part 666?   |   |
| <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No   |   |

#### F. Additional Information

Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

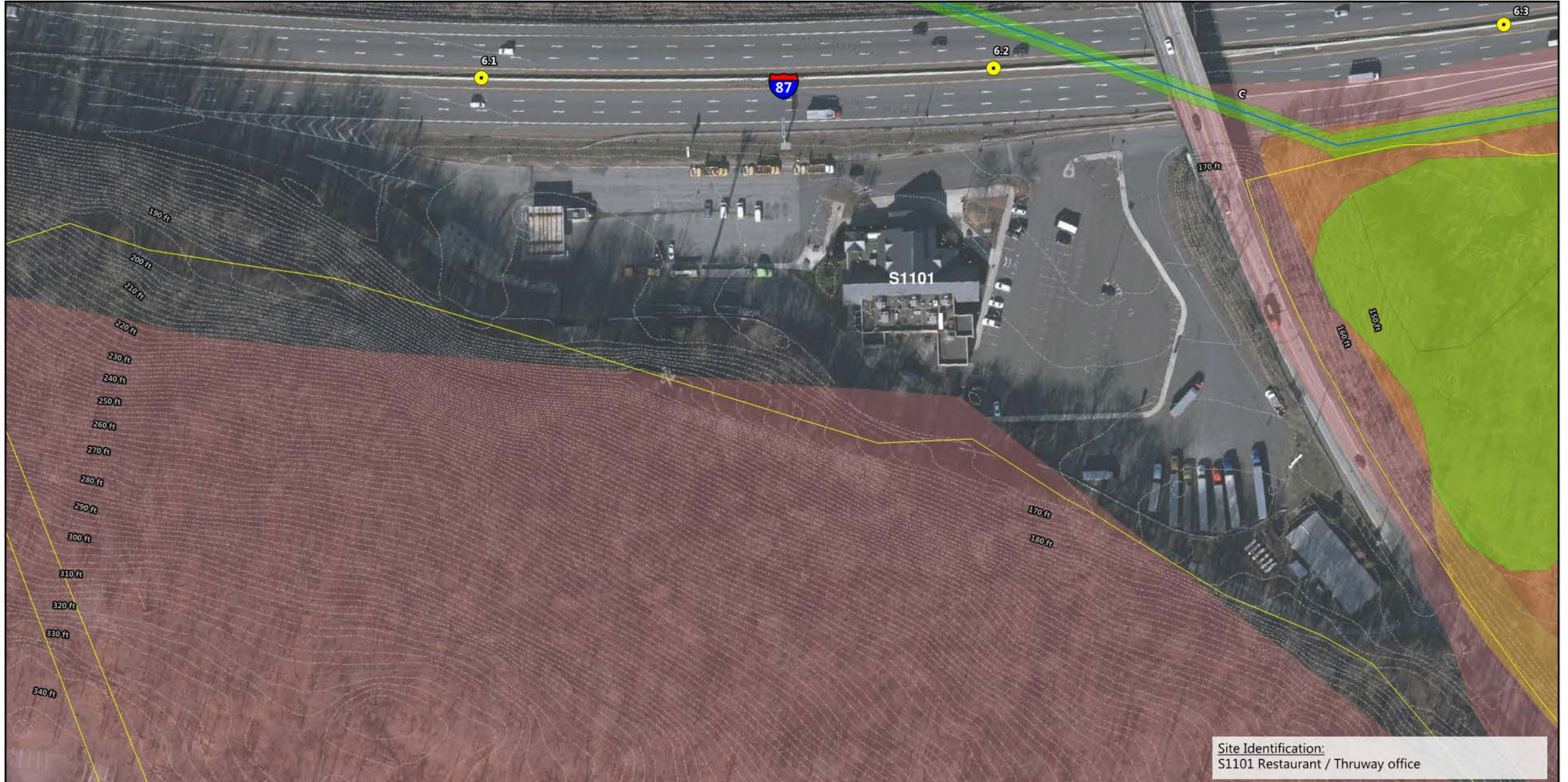
#### G. Verification

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Title \_\_\_\_\_





## Ardsey Service Area - Mile Post 6 NB - New York Division, Greenburgh, Westchester County



### Legend

- NYSTA ROW Boundary
- LWRP Communities

- NYSDEC Regulated Streams / Waterbodies
- NYSDEC State Wetlands
- DEC Wetland 100ft Adjacent Area

### ENVIRONMENTAL SCREENING MAP

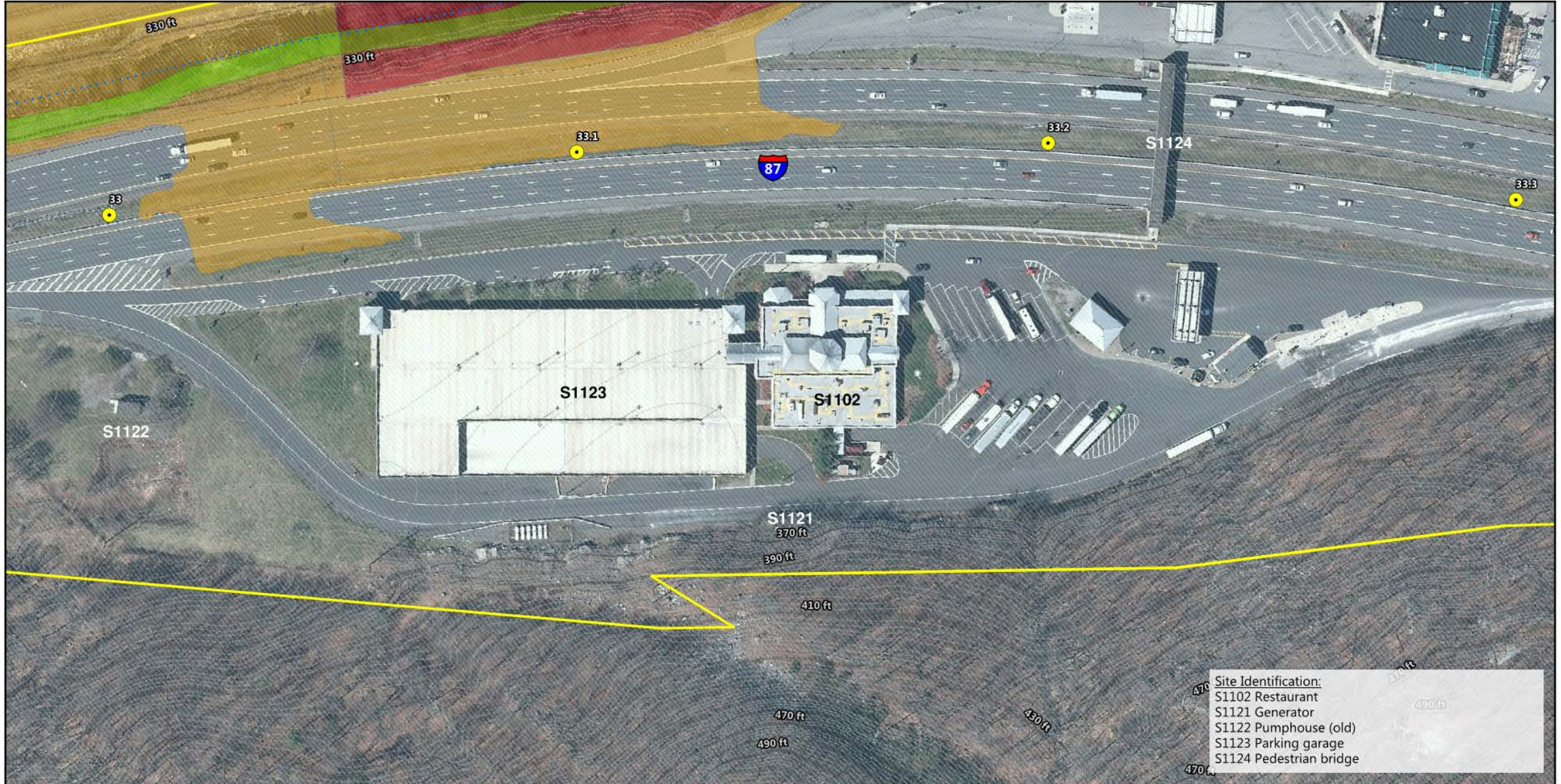
- ACOE Wetlands
- 100 Year Floodplain

- Floodway
- Critical Environmental Areas

- 10ft Major Contours
- 2ft Minor Contours







## Sloatsburg Service Area - Mile Post 33 NB - New York Division, Ramapo, Rockland County

### Legend

NYSTA ROW  
Boundary  
LWRP Communities

NYSDEC Regulated  
Streams /  
Waterbodies  
Unclassified Streams

### ENVIRONMENTAL SCREENING MAP

NYSDEC State  
Wetlands  
DEC Wetland 100ft  
Adjacent Area

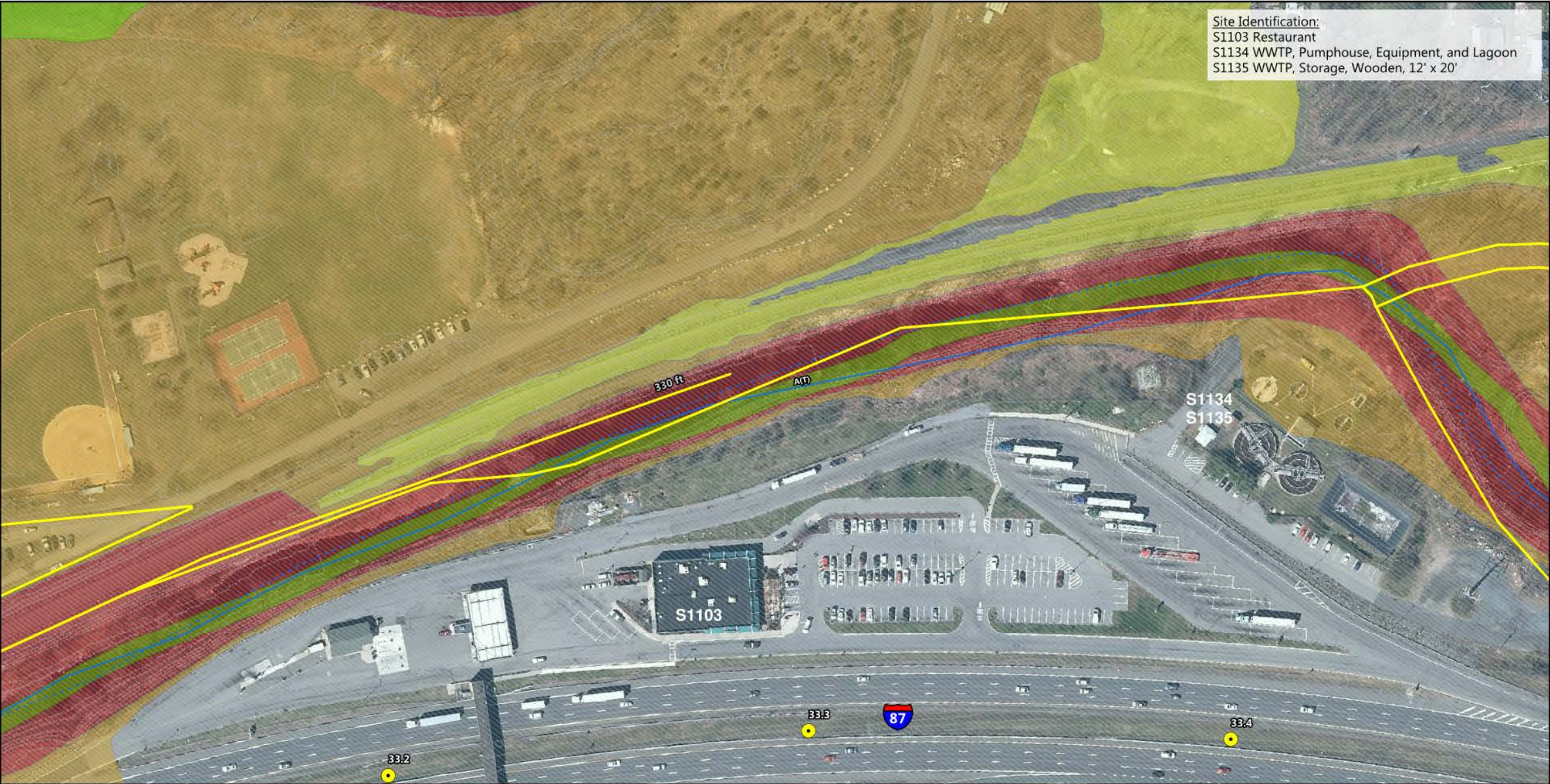
ACOE Wetlands  
100 Year Floodplain  
500 Year Floodplain

Floodway  
Principal Aquifers  
Critical Environmental

10ft Major Contours  
2ft Minor Contours







Site Identification:  
S1103 Restaurant  
S1134 WWTP, Pumphouse, Equipment, and Lagoon  
S1135 WWTP, Storage, Wooden, 12' x 20'

**Ramapo Service Area - Mile Post 33 SB - New York Division, Ramapo, Rockland County**



**Legend**

- NYSTA ROW Boundary
- LWRP Communities

- NYSDEC Regulated Streams / Waterbodies

**ENVIRONMENTAL SCREENING MAP**

- NYSDEC State Wetlands
- DEC Wetland 100ft

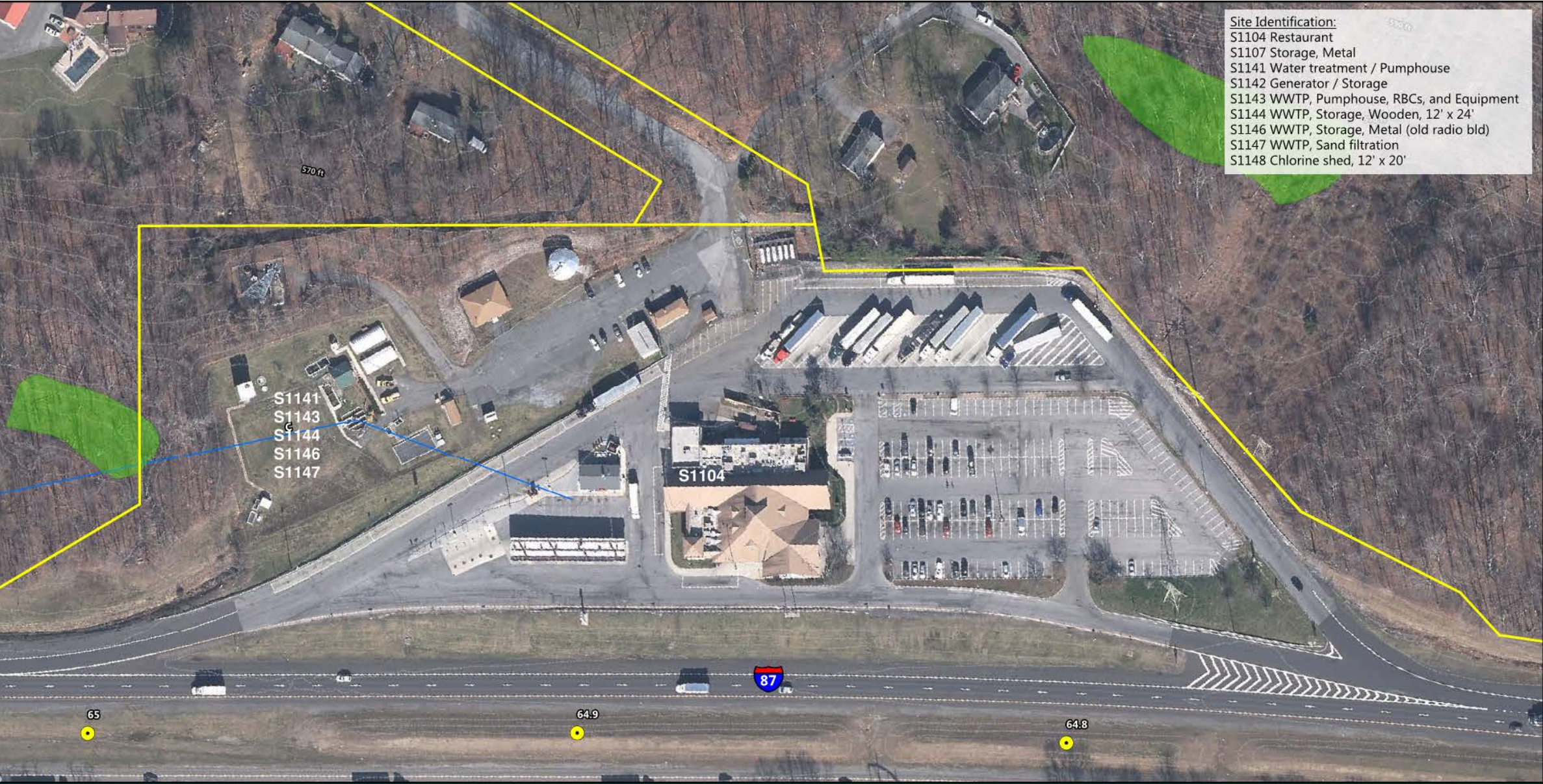
- ACOE Wetlands
- 500 Year Floodplain

- Floodway
- Principal Aquifers

- 10ft Major Contours
- 2ft Minor Contours







**Plattekill Service Area - Mile Post 65 NB - New York Division, Newburgh, Orange County**



**NEW YORK**  
STATE OF  
OPPORTUNITY.



**Legend**

|  |  |   |  |  |   |
|--|--|---|--|--|---|
|  NYSTA ROW Boundaries |  NYSDEC Regulated Streams / Waterbodies |  NYSDEC State Wetlands |  ACOE Wetlands      |  Floodway           |  10ft Major Contours |
|  LWRP Communities     |  DEC Wetland 100ft                      |  100 Year Floodplain   |  Principal Aquifers |  2ft Minor Contours |   |

**ENVIRONMENTAL SCREENING MAP**







**Site Identification:**  
S1105 Restaurant  
S1151 Garbage Storage  
S1152 WWTP, Pumphouse, RBCs, and Equipment  
S1153 WWTP, Storage, Wooden, 12' x 24'  
S1154 WWTP, Final contact chamber  
S1155 WWTP, Sand filtration

**Modena Service Area - Mile Post 66 SB - New York Division, Newburgh, Orange County**



**NEW YORK**  
STATE OF  
OPPORTUNITY

**Thruway  
Authority**

**Legend**

|                    |  |                       |                    |                     |
|--------------------|--|-----------------------|--------------------|---------------------|
| NYSTA ROW Boundary | NYSDEC Regulated Streams / Waterbodies | NYSDEC State Wetlands | ACOE Wetlands      | Floodway            |
| LWRP Communities   | DEC Wetland 100ft                      | 500 Year Floodplain   | Principal Aquifers | 10ft Major Contours |
|                    |  |                       |                    | 2ft Minor Contours  |

**ENVIRONMENTAL SCREENING MAP**






**Site Identification:**  
S2101 Restaurant  
S2122 WWTP, Pumphouse and Equipment  
S2123 WWTP, Storage, 8' x 16'  
S2124 WWTP, Storage, 20' x 24'  
S2125 Emergency generator and Water treatment plan  
S2126 Trickling filter  
S2129 Storage shed, 12' x 16' Type VB

S2122  
S2123  
S2124  
S2125  
S2126

S2101

**Ulster Service Area - Mile Post 96 SB - Albany Division, Ulster, Ulster County**




**NEW YORK**  
STATE OF  
OPPORTUNITY

**Thruway  
Authority**

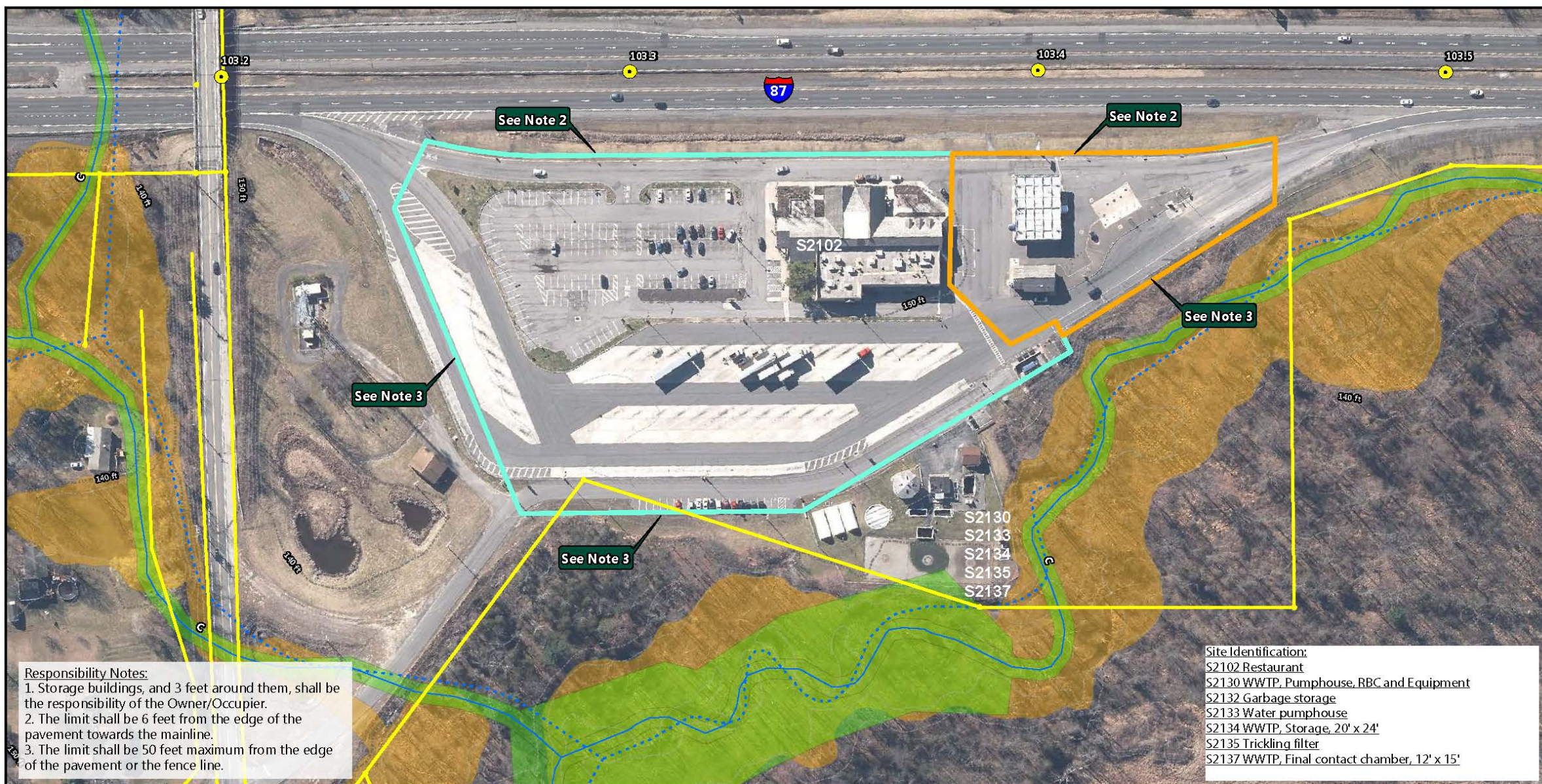
**Legend**

|                   |                                       |                      |                    |                    |                     |
|-------------------|---------------------------------------|----------------------|--------------------|--------------------|---------------------|
| NYSTAROW Boundary | NYSDC Regulated Streams / Waterbodies | NYSDC State Wetlands | ACOE Wetlands      | Floodway           | 10ft Major Contours |
| LWRP Communities  | DEC Wetland 100ft                     | 500 Year Floodplain  | Principal Aquifers | 2ft Minor Contours |                     |

**ENVIRONMENTAL SCREENING MAP**







## Malden Service Area - Mile Post 103 NB - Albany Division, Saugerties, Ulster County

### Legend





**Site Identification:**  
S2103 Restaurant  
S2142 WWTP, Pump house, RBC and Equipment  
S2143 Operator storage, 12' x 12'  
S2144 WWTP, Storage, 20' x 24'  
S2145 Locker room / Office trailer  
S2146 Farm stand  
S2147 Trickling filter  
S2148 WWTP, Final contact chamber, 12' x 15'  
S2149 UV Building, 9' x 14', Type VB  
S2180 Operator storage, 10' x 12'

New Baltimore Service Area - Mile Post 127 NB/SB - Albany Division, New Baltimore, Greene County



**NEW YORK**  
STATE OF  
OPPORTUNITY.

**Thruway  
Authority**

**Legend**

|                    |  |                       |                    |                     |
|--------------------|--|-----------------------|--------------------|---------------------|
| NYSTA ROW Boundary | NYSDEC Regulated Streams / Waterbodies | NYSDEC State Wetlands | ACOE Wetlands      | Floodway            |
| LWRP Communities   | DEC Wetland 100ft                      | 100 Year Floodplain   | Principal Aquifers | 10ft Major Contours |
|                    |  |                       |                    | 2ft Minor Contours  |

**ENVIRONMENTAL SCREENING MAP**





Site Identification:  
S2105 Restaurant  
S2150 Generation Box  
S2151 Garbage Storage

**Guilderland Service Area - Mile Post 153 EB - Albany Division, Guilderland, Albany County**



**GPI**  
NEW YORK  
STATE OF  
OPPORTUNITY  
Thruway  
Authority

**Legend**

|                    |                            |                          |                     |                    |                     |
|--------------------|----------------------------|--------------------------|---------------------|--------------------|---------------------|
| NYSTA ROW Boundary | NYSDEC Regulated Streams / | NYSDEC State Wetlands    | ACOE Wetlands       | Floodway           | 10ft Major Contours |
| LWRP Communities   | Unclassified Streams       | DEC Wetland 100ft Buffer | 500 Year Floodplain | Principal Aquifers | 2ft Minor Contours  |

**ENVIRONMENTAL SCREENING MAP**

|                          |                     |                    |
|--------------------------|---------------------|--------------------|
| NYSDEC State Wetlands    | ACOE Wetlands       | Floodway           |
| DEC Wetland 100ft Buffer | 500 Year Floodplain | Principal Aquifers |
| Unclassified Streams     | Critical Easements  | Critical Easements |







**Site Identification:**  
S2106 Restaurant  
S2118 Storage, Metal  
S2161 WWTP, Pumphouse, Clarifier, and Aeration basins  
S2162 WWTP, Storage, 8' x 16'  
S2163 WWTP, Storage, 20' x 24'  
S2164 Emergency generator  
S2165 Operator storage, 12' x 12'  
S2166 WWTP, Storage, 6.5' x 8.5'  
S2167 Water valve building  
S2168 Operator storage, 8' x 10'  
S2169 Operator storage, 10' x 12'

**Pattersonville Service Area - Mile Post 168 WB - Albany Division, Pattersonville, Montgomery County**



**Legend**

- NYSTA ROW Boundary
- LWRP Communities
- NYSDEC Regulated Streams / Waterbodies
- NYSDEC State Wetlands
- DEC Wetland 100ft
- ACOE Wetlands
- 100 Year Floodplain
- Floodway
- Principal Aquifers
- 10ft Major Contours
- 2ft Minor Contours







**Mohawk Service Area - Mile Post 172 EB - Albany Division, Florida, Montgomery County**



**NEW YORK**  
STATE OF  
OPPORTUNITY.

**Thruway  
Authority**

**Legend**

|                    |  |                       |                    |                    |                     |
|--------------------|--|-----------------------|--------------------|--------------------|---------------------|
| NYSTA ROW Boundary | NYSDEC Regulated Streams / Waterbodies | NYSDEC State Wetlands | ACOE Wetlands      | Floodway           | 10ft Major Contours |
| LWRP Communities   | DEC Wetland 100ft                      | 500 Year Floodplain   | Principal Aquifers | 2ft Minor Contours |                     |

**ENVIRONMENTAL SCREENING MAP**





**Iroquois Service Area - Mile Post 210 WB - Syracuse Division, Danube, Herkimer County**



**NEW YORK**  
STATE OF  
OPPORTUNITY

**Thruway  
Authority**

**Legend**

|  |  |   |   |  |   |
|--|--|---|---|--|---|
|  NYSTA ROW Boundary |  NYSDEC Regulated Streams / Waterbodies |  NYSDEC State Wetlands |  ACOE Wetlands       |  Floodway           |  10ft Major Contours |
|  LWRP Communities   |  |  DEC Wetland 100ft     |  100 Year Floodplain |  Principal Aquifers |  2ft Minor Contours  |

**ENVIRONMENTAL SCREENING MAP**







Site Identification:  
S3102 Restaurant  
S3116 Storage  
S3133 Generator

## Indian Castle Service Area - Mile Post 210 EB - Syracuse Division, Danube, Herkimer County



### Legend

- NYSTAR Boundary
- LWRP Communities

- NYSDEC Regulated Streams / Waterbodies

### ENVIRONMENTAL SCREENING MAP

- NYSDEC State Wetlands
- DEC Wetland 100ft
- ACOE Wetlands
- 500 Year Floodplain
- Floodway
- Principal Aquifers

- 10ft Major Contours
- 2ft Minor Contours







Site Identification:  
S3103 Restaurant  
S3137 WWTP, Storage shed, 12' x 14'  
S3138 Tourism Information Center (TIC), Storage  
S3139 Garbage storage  
S3140 WWTP, Pumphouse and Equipment  
S3141 WWTP, Final contact chamber

Schuyler Service Area - Mile Post 227 WB - Syracuse Division, Schuyler, Herkimer County



NEW YORK  
STATE OF  
OPPORTUNITY

Thruway  
Authority

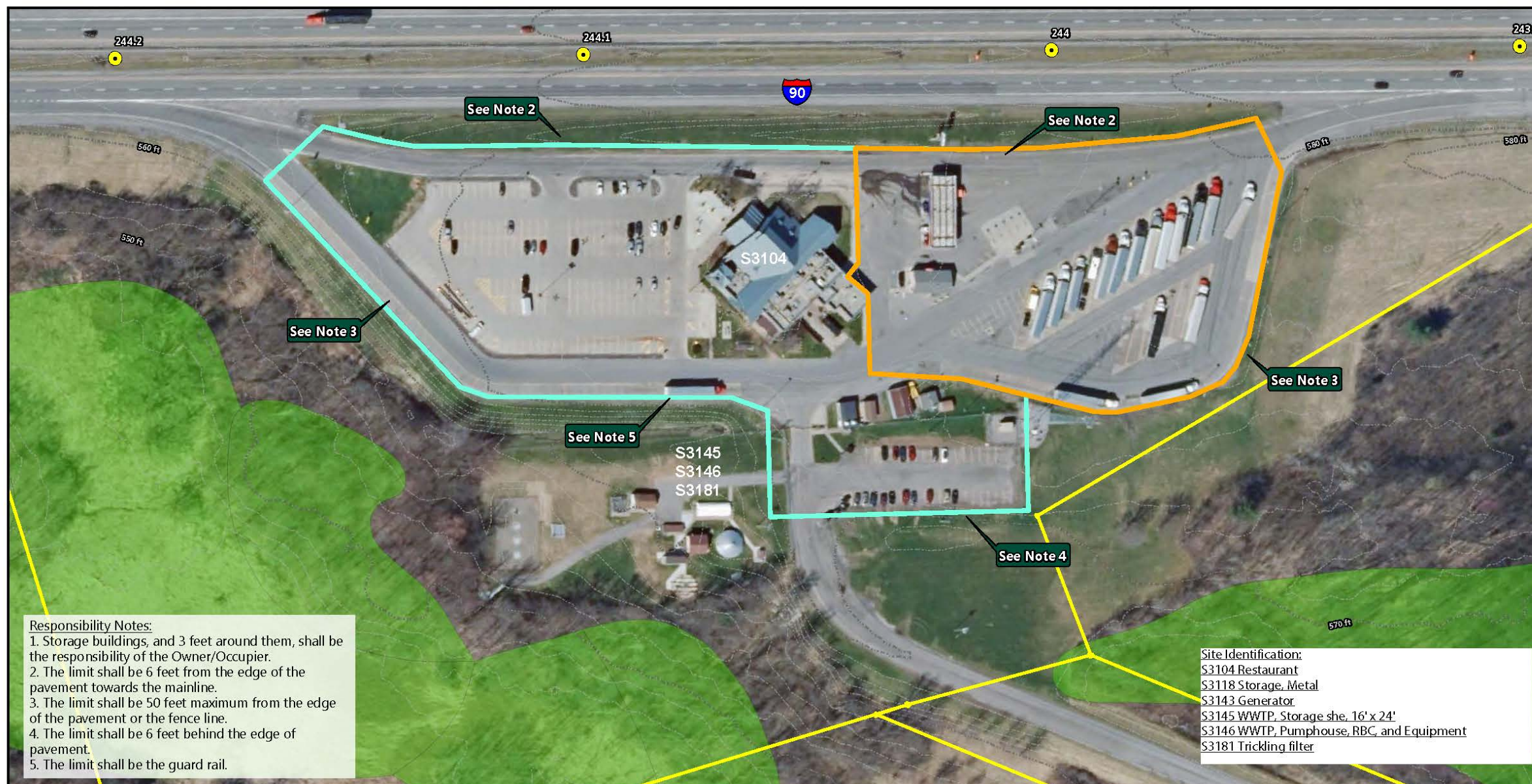
**Legend**

|                    |  |                       |                    |                     |
|--------------------|--|-----------------------|--------------------|---------------------|
| NYSTA ROW Boundary | NYSDEC Regulated Streams / Waterbodies | NYSDEC State Wetlands | ACOE Wetlands      | Floodway            |
| LWRP Communities   | DEC Wetland 100ft                      | 100 Year Floodplain   | Principal Aquifers | 10ft Major Contours |
|                    |  |                       |                    | 2ft Minor Contours  |

**ENVIRONMENTAL SCREENING MAP**








**Responsibility Notes:**  
1. Storage buildings, and 3 feet around them, shall be the responsibility of the Owner/Occupier.  
2. The limit shall be 6 feet from the edge of the pavement towards the mainline.  
3. The limit shall be 50 feet maximum from the edge of the pavement or the fence line.  
4. The limit shall be 6 feet behind the edge of pavement.  
5. The limit shall be the guard rail.

**Site Identification:**  
S3104 Restaurant  
S3118 Storage, Metal  
S3143 Generator  
S3145 WWTP, Storage she, 16' x 24'  
S3146 WWTP, Pumphouse, RBC, and Equipment  
S3181 Tricking filter

# Oneida Service Area - Mile Post 244 EB - Syracuse Division, Westmoreland, Oneida County




**NEW YORK**  
STATE OF  
OPPORTUNITY.

**Thruway  
Authority**

**Legend**

|                                     |                   |  |                                 |                     |                              |                     |
|-------------------------------------|-------------------|--|---------------------------------|---------------------|------------------------------|---------------------|
| Gas Station Operator Responsibility | NYSTAROW Boundary | NYSDEC Regulated Streams / Waterbodies | NYSDEC State Wetlands           | ACOE Wetlands       | Floodway                     | 10ft Major Contours |
| Restaurant Operator Responsibility  | LWRP Communities  | Unclassified Streams                   | DEC Wetland 100ft Adjacent Area | 500 Year Floodplain | Principal Aquifers           | 2ft Minor Contours  |
|                                     |                   |  |                                 | 100 Year Floodplain | Critical Environmental Areas |                     |







**Site Identification:**  
S3105 Restaurant  
S3119 Storage, Metal  
S3148 Generator  
S3149 WWTP, Storage shed, 10' x 12'  
S3150 WWTP, Pumphouse and Equipment  
S3151 WWTP, Final contact chamber  
S3152 Trickling filter

**Chittenango Service Area - Mile Post 266 WB - Syracuse Division, Sullivan, Madison County**



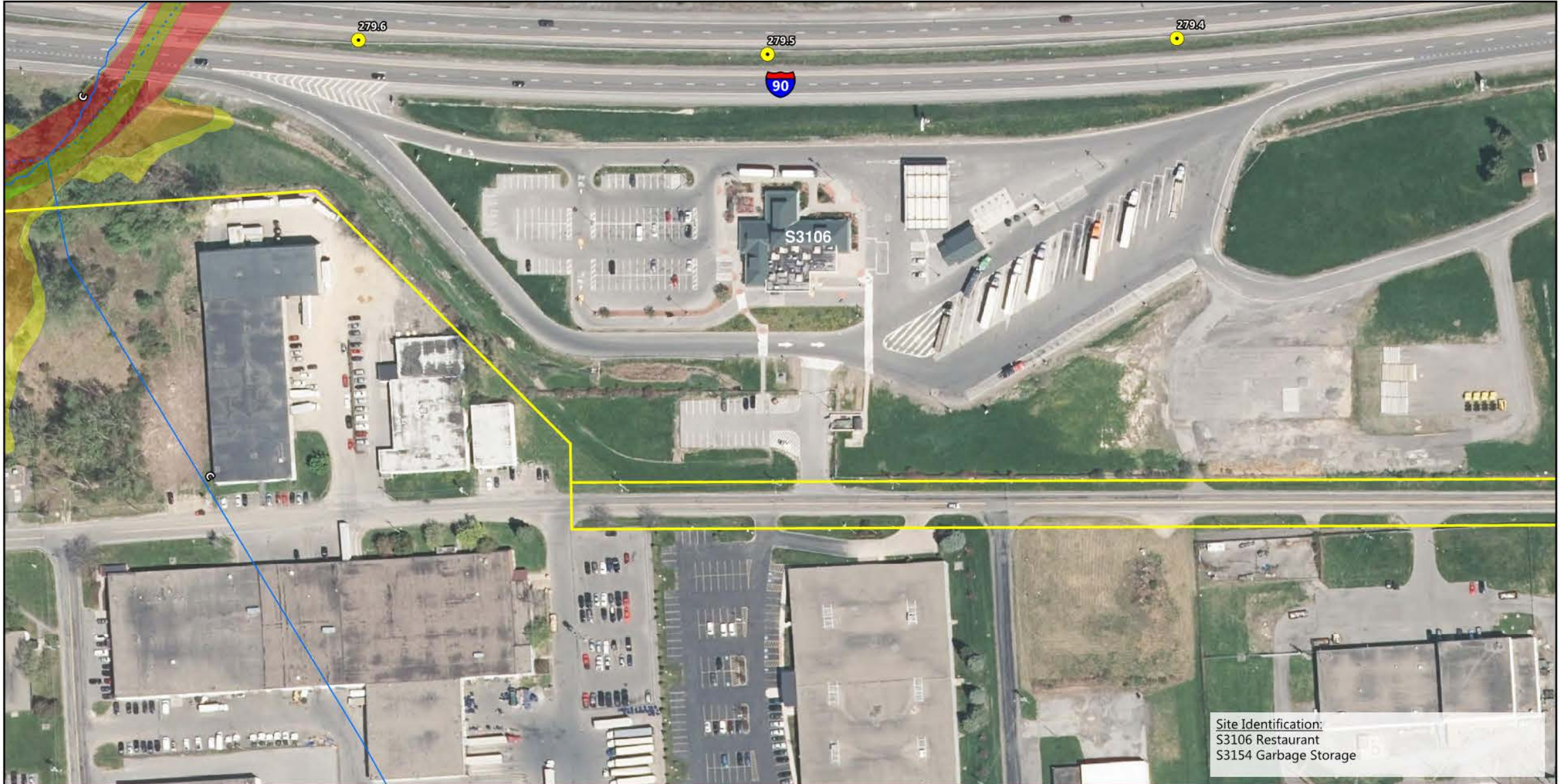
**Legend**

- |                    |  |                       |                    |                    |                     |
|--------------------|--|-----------------------|--------------------|--------------------|---------------------|
| NYSTA ROW Boundary | NYSDEC Regulated Streams / Waterbodies | NYSDEC State Wetlands | ACOE Wetlands      | Floodway           | 10ft Major Contours |
| LWRP Communities   | DEC Wetland 100ft                      | 100 Year Floodplain   | Principal Aquifers | 2ft Minor Contours |                     |

**ENVIRONMENTAL SCREENING MAP**







**De Witt Service Area - Mile Post 280 EB - Syracuse Division, De Witt, Onondaga County**

**GPI**  
NEW YORK STATE OF OPPORTUNITY  
Thruway Authority

**Legend**

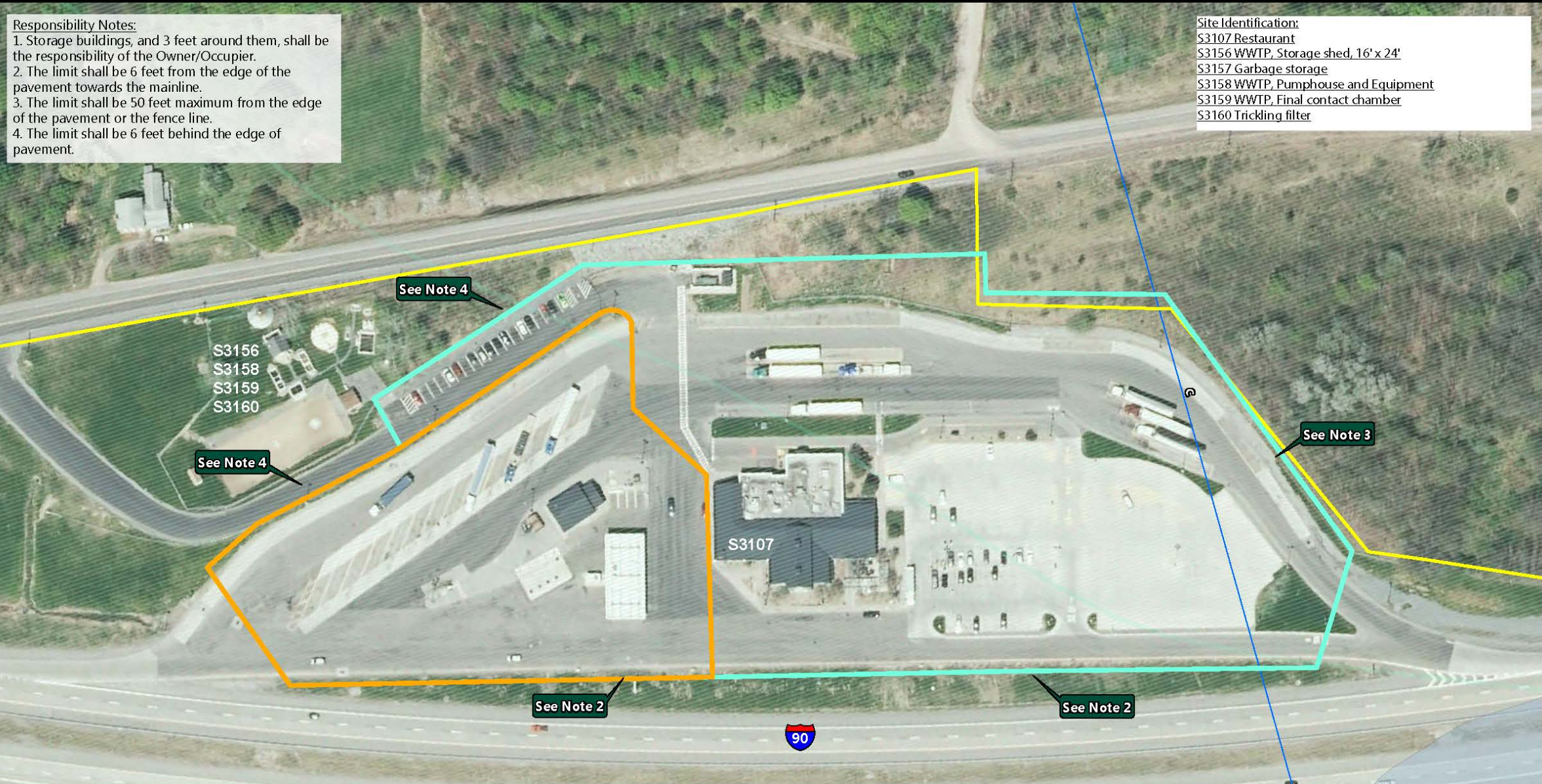
|                    |  |                       |                    |                     |
|--------------------|--|-----------------------|--------------------|---------------------|
| NYSTA ROW Boundary | NYSDEC Regulated Streams / Waterbodies | NYSDEC State Wetlands | ACOE Wetlands      | Floodway            |
| LWRP Communities   | DEC Wetland 100ft                      | 500 Year Floodplain   | Principal Aquifers | 10ft Major Contours |
|                    |  |                       |                    | 2ft Minor Contours  |

**ENVIRONMENTAL SCREENING MAP**



**Responsibility Notes:**  
 1. Storage buildings, and 3 feet around them, shall be the responsibility of the Owner/Occupier.  
 2. The limit shall be 6 feet from the edge of the pavement towards the mainline.  
 3. The limit shall be 50 feet maximum from the edge of the pavement or the fence line.  
 4. The limit shall be 6 feet behind the edge of pavement.

**Site Identification:**  
 S3107 Restaurant  
 S3156 WWTP, Storage shed, 16' x 24'  
 S3157 Garbage storage  
 S3158 WWTP, Pumphouse and Equipment  
 S3159 WWTP, Final contact chamber  
 S3160 Tricking filter



**Warners Service Area - Mile Post 292 WB - Syracuse Division, Van Buren, Onondaga County**

**GPI**

NEW YORK STATE OF OPPORTUNITY

**Thruway Authority**

**Legend**

|  |
|--|
| <div style="display: flex; justify-content: space-between;"> <div> <div style="border: 2px solid orange; width: 20px; height: 10px; display: inline-block;"></div> Gas Station Operator Responsibility</div> <div> <div style="border: 2px solid cyan; width: 20px; height: 10px; display: inline-block;"></div> Restaurant Operator Responsibility</div> </div> <div> <div style="border: 2px solid yellow; width: 20px; height: 10px; display: inline-block;"></div> NYSTA ROW Boundary</div> <div> <div style="background: repeating-linear-gradient(45deg, transparent, transparent 2px, black 2px, black 4px); width: 20px; height: 10px; display: inline-block;"></div> LWRP Communities</div> |
|--|

|  |
|--|
| <div style="display: flex; justify-content: space-between;"> <div> <div style="border-bottom: 2px solid blue; width: 20px; display: inline-block;"></div> NYSDEC Regulated Streams / Waterbodies</div> <div> <div style="border-bottom: 2px dotted blue; width: 20px; display: inline-block;"></div> Unclassified Streams</div> </div> <div> <div style="background-color: #FFB6C1; width: 20px; height: 10px; display: inline-block;"></div> NYSDEC State Wetlands</div> <div> <div style="background-color: #ADD8E6; width: 20px; height: 10px; display: inline-block;"></div> DEC Wetland 100ft Adjacent Area</div> |
|--|

|  |
|--|
| <div style="display: flex; justify-content: space-between;"> <div> <div style="background-color: #90EE90; width: 20px; height: 10px; display: inline-block;"></div> ACOE Wetlands</div> <div> <div style="background-color: #FFDAB9; width: 20px; height: 10px; display: inline-block;"></div> 100 Year Floodplain</div> </div> <div> <div style="background-color: #FFFF00; width: 20px; height: 10px; display: inline-block;"></div> 500 Year Floodplain</div> |
|--|

|   |
|---|
| <div style="display: flex; justify-content: space-between;"> <div> <div style="background-color: #FFB6C1; width: 20px; height: 10px; display: inline-block;"></div> Floodway</div> <div> <div style="background-color: #ADD8E6; width: 20px; height: 10px; display: inline-block;"></div> Principal Aquifers</div> </div> <div> <div style="background-color: #FFB6C1; width: 20px; height: 10px; display: inline-block;"></div> Critical Environmental Areas</div> |
|---|

10ft Major Contours

2ft Minor Contours





**Site Identification:**  
 S3108 Restaurant  
 S3163 WWTP, Storage, 10' x 12'  
 S3164 Garbage Storage  
 S3165 WWTP, Pumphouse and Equipment  
 S3166 WWTP, Final contact chamber  
 S3167 Trickling filter

## Port Byron Service Area - Mile Post 310 EB - Syracuse Division, Montezuma, Cayuga County



### Legend

- NYSTAROW Boundary
- LWRP Communities

- NYSDEC Regulated Streams / Waterbodies

### ENVIRONMENTAL SCREENING MAP

- NYSDEC State Wetlands
- DEC Wetland 100ft

- ACOE Wetlands
- 500 Year Floodplain

- Floodway
- Principal Aquifers

- 10ft Major Contours
- 2ft Minor Contours





Site Identification:  
 S3109 Restaurant  
 S3170 WWTP, Pumphouse, RBC, and Equipment  
 S3171 Trickling filter  
 S3184 WWTP, Storage shed, 16' x 24'



# Junius Ponds Service Area - Mile Post 324 WB - Syracuse Division, Junius, Seneca County

**GPI**  
 NEW YORK STATE OF OPPORTUNITY  
 Thruway Authority

**Legend**

|                    |  |                       |                    |                    |                     |
|--------------------|--|-----------------------|--------------------|--------------------|---------------------|
| NYSTA ROW Boundary | NYSDEC Regulated Streams / Waterbodies | NYSDEC State Wetlands | ACOE Wetlands      | Floodway           | 10ft Major Contours |
| LWRP Communities   | DEC Wetland 100ft                      | 100 Year Floodplain   | Principal Aquifers | 2ft Minor Contours |                     |

**ENVIRONMENTAL SCREENING MAP**

N





**Site Identification:**  
 S3110 Restaurant  
 S3124 Storage, Metal  
 S3173 Generator / Storage  
 S3174 WWTP, Storage, 10' x 12'  
 S3175 WWTP, Pumphouse and Equipment  
 S3176 Trickling filter

**Clifton Springs Service Area - Mile Post 337 EB - Syracuse Division, Manchester, Ontario County**

**GPI**

NEW YORK STATE OF OPPORTUNITY

**Thruway Authority**

**Legend**

|   |
|---|
| <div style="display: flex; justify-content: space-between;"> <div> <div style="border: 1px solid yellow; width: 20px; height: 10px; display: inline-block; margin-right: 5px;"></div> NYSTA ROW Boundary</div> <div> <div style="border-bottom: 1px solid blue; width: 20px; display: inline-block; margin-right: 5px;"></div> NYSDEC Regulated Streams / Waterbodies</div> <div> <div style="background-color: pink; width: 20px; height: 10px; display: inline-block; margin-right: 5px;"></div> NYSDEC State Wetlands</div> <div> <div style="background-color: lightgreen; width: 20px; height: 10px; display: inline-block; margin-right: 5px;"></div> ACOE Wetlands</div> <div> <div style="background-color: lightcoral; width: 20px; height: 10px; display: inline-block; margin-right: 5px;"></div> Floodway</div> <div> <div style="border-bottom: 1px dashed grey; width: 20px; display: inline-block; margin-right: 5px;"></div> 10ft Major Contours</div> </div> |
| <div> <div style="background-color: lightblue; width: 20px; height: 10px; display: inline-block; margin-right: 5px;"></div> LWRP Communities</div> <div> <div style="border-bottom: 1px solid blue; width: 20px; display: inline-block; margin-right: 5px;"></div> DEC Wetland 100ft</div> <div> <div style="background-color: yellow; width: 20px; height: 10px; display: inline-block; margin-right: 5px;"></div> 500 Year Floodplain</div> <div> <div style="background-color: lightblue; width: 20px; height: 10px; display: inline-block; margin-right: 5px;"></div> Principal Aquifers</div> <div> <div style="border-bottom: 1px dotted grey; width: 20px; display: inline-block; margin-right: 5px;"></div> 2ft Minor Contours</div>  |

**ENVIRONMENTAL SCREENING MAP**

N



Site Identification:  
S3111 Restaurant  
S3125 Storage, Metal



**Seneca Service Area - Mile Post 350 WB - Syracuse Division, Victor, Ontario County**



**NEW YORK**  
STATE OF  
OPPORTUNITY.

**Thruway  
Authority**

**Legend**

|                    |  |                                 |                     |                    |                     |
|--------------------|--|---------------------------------|---------------------|--------------------|---------------------|
| NYSTA ROW Boundary | NYSDEC Regulated Streams / Waterbodies | NYSDEC State Wetlands           | ACOE Wetlands       | Floodway           | 10ft Major Contours |
| LWRP Communities   | Unclassified Streams                   | DEC Wetland 100ft Adjacent Area | 100 Year Floodplain | Principal Aquifers | 2ft Minor Contours  |

**ENVIRONMENTAL SCREENING MAP**







Site Identification:  
S4101 Restaurant  
S4108 Storage, Metal  
S4109 Tourism Information Center (TIC)  
S4112 Generator building

**Scottsville Service Area - Mile Post 366 EB - Buffalo Division, Henrietta, Monroe County**



**GPI**  
NEW YORK  
STATE OF  
OPPORTUNITY.  
Thruway  
Authority

**Legend**

|                    |  |                       |                    |                    |                     |
|--------------------|--|-----------------------|--------------------|--------------------|---------------------|
| NYSTA ROW Boundary | NYSDEC Regulated Streams / Waterbodies | NYSDEC State Wetlands | ACOE Wetlands      | Floodway           | 10ft Major Contours |
| LWRP Communities   | DEC Wetland 100ft                      | 500 Year Floodplain   | Principal Aquifers | 2ft Minor Contours |                     |

**ENVIRONMENTAL SCREENING MAP**



N



Site Identification:  
S4102 Restaurant  
S4121 WWTP. Storage, Wooden, 12' x 16'  
S4122 WWTP, Pumphouse, RBC, and Equipment  
S4123 WWTP. Storage, Wooden, 12' x 24'  
S4124 Garbage storage



Ontario Service Area - Mile Post 376 WB - Buffalo Division, Le Roy, Genesee County



Legend

- NYSTAROW Boundary
- LWRP Communities

- NYSDEC Regulated Streams / Waterbodies

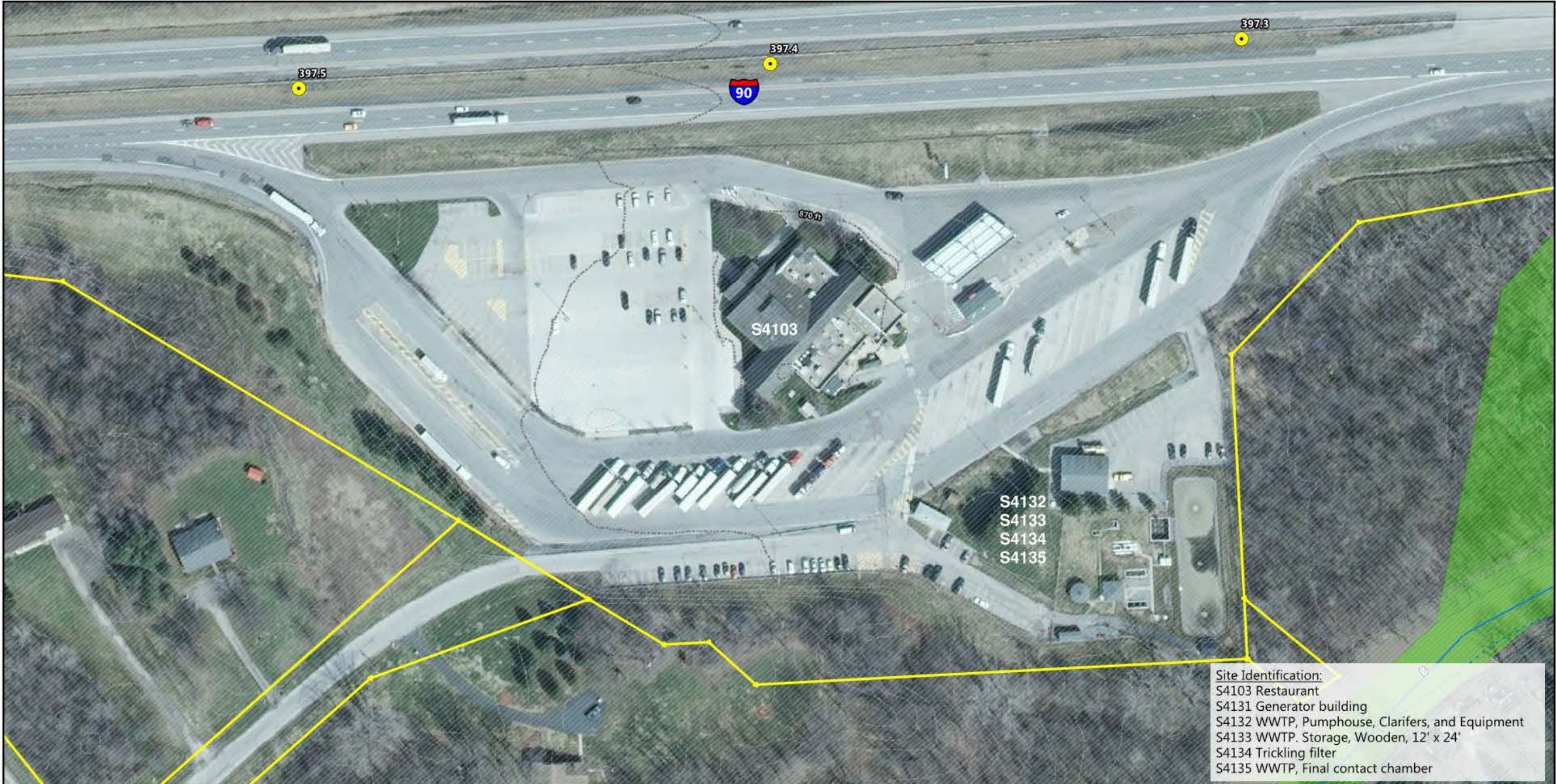
ENVIRONMENTAL SCREENING MAP

- NYSDEC State Wetlands
- DEC Wetland 100ft
- ACOE Wetlands
- 100 Year Floodplain
- Floodway
- Principal Aquifers

- 10ft Major Contours
- 2ft Minor Contours







**Site Identification:**  
S4103 Restaurant  
S4131 Generator building  
S4132 WWTP, Pumphouse, Clarifiers, and Equipment  
S4133 WWTP, Storage, Wooden, 12' x 24'  
S4134 Trickling filter  
S4135 WWTP, Final contact chamber

**Pembroke Service Area - Mile Post 397 EB - Buffalo Division, Pembroke, Genesee County**



**GPI**  
NEW YORK STATE OF OPPORTUNITY  
Thruway Authority

**Legend**

|                    |  |                       |                     |                    |                     |
|--------------------|--|-----------------------|---------------------|--------------------|---------------------|
| NYSTA ROW Boundary | NYSDEC Regulated Streams / Waterbodies | NYSDEC State Wetlands | ACOE Wetlands       | Floodway           | 10ft Major Contours |
| LWRP Communities   |  | DEC Wetland 100ft     | 500 Year Floodplain | Principal Aquifers | 2ft Minor Contours  |

**ENVIRONMENTAL SCREENING MAP**



N



1. Storage buildings, and 3 feet around them, shall be the responsibility of the Owner/Occupier.
2. The limit shall be 6 feet from the edge of the pavement towards the mainline.
3. The limit shall be 50 feet maximum from the edge of the pavement or the fence line.

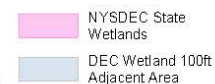
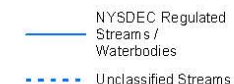
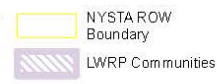
S41104 Restaurant  
S4111 Storage, Metal  
S4141 WWTP, Pumphouse, RBC, and Equipment  
S4142 WWTP, Storage, Wooden, 12' x 24'  
S4143 WWTP, Storage, Wooden, 8' x 12'  
S4144 WWTP, Final contact chamber  
S4145 TIC storage, Wooden, 10' x 10'



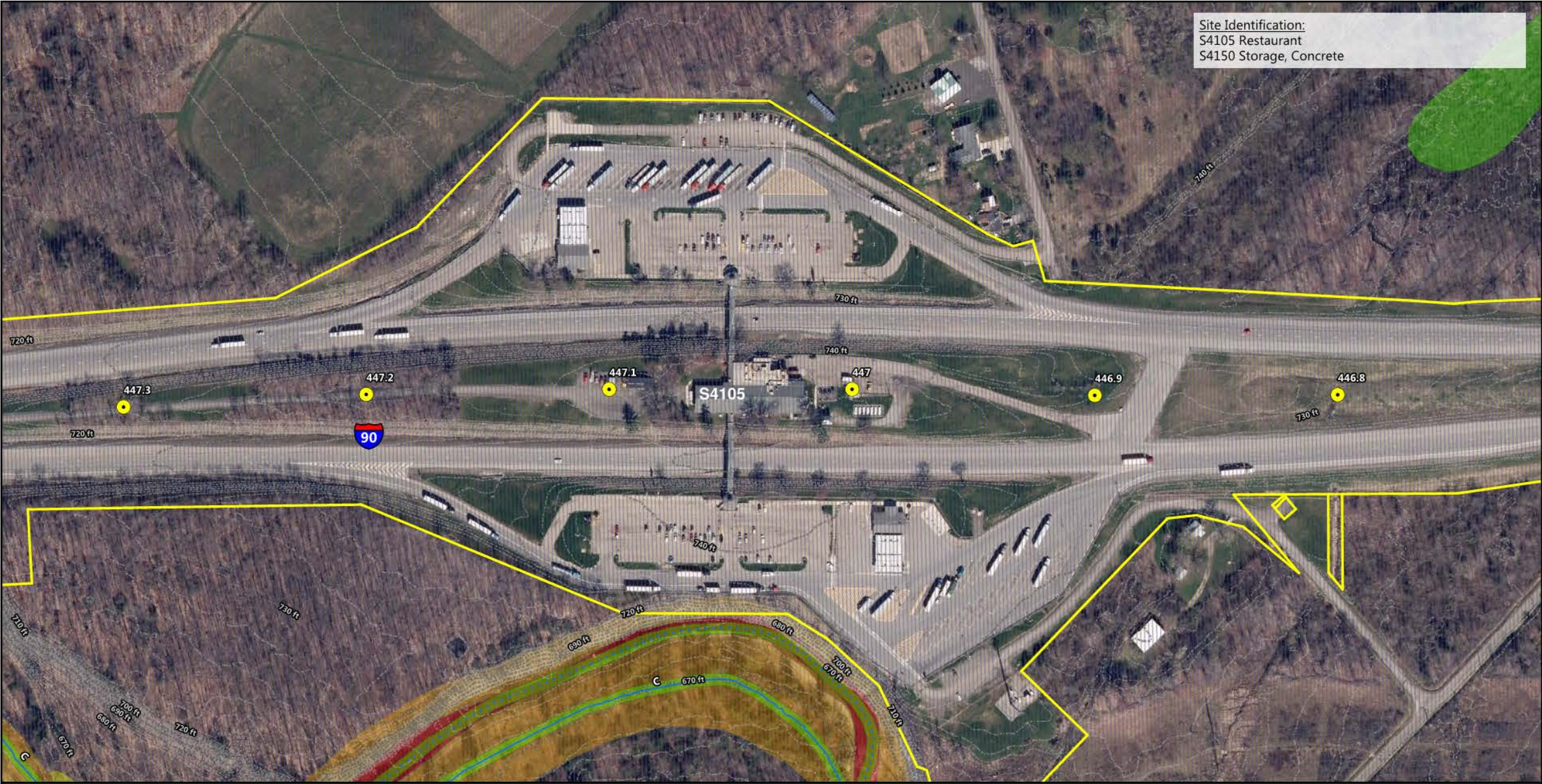
## Clarence Service Area - Mile Post 412 WB - Buffalo Division, Lancaster, Erie County



### Legend







**Angola Service Area - Mile Post 447 EB/WB - Buffalo Division, Evans, Erie County**



**GPI**  
NEW YORK STATE OF OPPORTUNITY  
Thruway Authority

**Legend**

- NYSTA ROW Boundary
- LWRP Communities
- NYSDEC Regulated Streams / Waterbodies
- Unclassified Streams
- NYSDEC State Wetlands
- DEC Wetland 100ft Adjacent Area
- ACOE Wetlands
- 500 Year Floodplain
- Floodway
- Principal Aquifers
- 10ft Major Contours
- 2ft Minor Contours

**ENVIRONMENTAL SCREENING MAP**





# APPENDIX F

## DESIGN CODES AND MANUALS





## **DESIGN CODES AND MANUALS**

The Operator must comply with all applicable engineering codes and standards, including those of the various Federal, State, and Authority jurisdictions.

If codes, standards and/or manuals are specified herein for the design of an element of the Initial Improvements, then the edition(s) in effect on the Proposal due date shall be applicable to the Initial Improvements. Responsibility for design remains with the Operator in accordance with the terms and conditions of the Lease Agreement. If a code, manual or standard is subsequently modified by the issuer, the Operator shall notify the Authority of such modification(s) and request the Authority's decision regarding application of the modification(s).

All work shall conform to the following documents. In the event of a conflict between the codes and the referenced documents listed below, the more stringent requirements, as determined by the Authority, shall apply.

For work not specifically covered by the individual sections of the following documents, the Operator shall, at a minimum, apply the standards normally applied by the Authority for such work, to the extent they do not conflict with express requirements in the Lease Agreement. The Operator shall be solely responsible for ensuring that it identifies and applies all correct standards.

### **AASHTO:**

- A Guide for Accommodating Utilities within Highway Right-of-Way
- A Policy on Design Standards - Interstate System
- A Policy on Geometric Design of Highways and Streets
- Guide for the Design of Pavement Structures (with Supplement)
- Guide Specification for Bridge Railings (1989)
- Manual for Assessing Safety Hardware (MASH)
- Manual on Subsurface Investigations
- Mechanistic-Empirical Pavement Design Guide (MEPDG),
- Roadside Design Guide
- Roadway Lighting Design Guide
- Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals.

### **AISC:**

- Steel Construction Manual

**Asphalt Institute:**

- Drainage of Asphalt Pavement Structures

**Federal Geographic Data Committee:**

- GIS Standards

**FHWA:**

- FHWA Ground Improvement Methods
- FHWA NHI-00-043 Mechanically Stabilized Earth Walls and Reinforced Soil Slopes Design and Construction Guidelines
- Manual of Uniform Traffic Control Devices (MUTCD)
- Pavement Publications
- Standard Highway Signs and Markings (SHSM) Book
- Steel Bridge Design Handbook
- Technical Advisory T6640.8A, 10/30/87 (environmental analyses)
- Traffic Monitoring Guide
- Interstate Access Policy (and associated federal requirements, as applicable)

**NFPA:**

- NFPA 70 – National Electrical Code (NEC)
- 502: Standard for Road Tunnels, Bridges, and Other Limited Access Highways

**NYSDEC:**

- Standards and Specifications for Erosion and Sediment Control (SESC)
- Stormwater Management Design Manual (SMDM)

**NYSDOT:**

- Approved Materials List
- Bridge Detail (BD) Sheets US Customary (NYSDOT BD Sheets)
- Bridge Manual (BDM)
- Comprehensive Pavement Design Manual
- Design Consultant Manual
- Environmental Procedures Manual (EPM) / The Environmental Manual (TEM)

- GCP-17, Procedure for the Control of Granular Materials
- Geotechnical Design Manual, including all appendices
- Highway Design Manual (HDM)
- Land Surveying Standards and Procedures Manual
- Manual for Uniform Record Keeping
- Materials Bureau - Applicable Sampling and Testing Manuals, Inspection Manuals, and Materials Methods.
- New York State Supplement to the Manual on Uniform Traffic Control Devices
- Noise Analysis Policy
- Overhead Sign Structure Design Manual
- Policy and Standards for the Design of Entrances to State Highways
- Policy on Highway Lighting
- Project Development Manual
- Special Specifications as indicated in the Lease Agreement
- Standard Specifications for Construction and Materials (excluding Section 100)
- Steel Construction Manual (SCM)
- U.S. Customary Standard Sheets
- Work Zone Traffic Control Manual
- ROW Mapping Procedure Manual
- Transportation Environmental Manual

**The above is a partial listing of applicable NYSDOT Engineering Manuals and Guidelines. The Operator shall perform the work in conformance with all NYSDOT Engineering Manuals and Guidelines in effect on the Proposal due date.**

#### **Thruway Authority**

- Consultant Instructions
- Approved EI, EB Adoption List
- Thruway Standard Sheets

#### **OSHA:**

- PART 1926 - Safety And Health Regulations For Construction

**USDOJ:**

- ADA Accessibility Guidelines for Buildings and Facilities

**USDOT:**

- ADA Standards for Transportation Facilities

**REQUIREMENTS**

The Operator shall be responsible for meeting all requirements and terms contained above unless explicitly stated otherwise. Non-standard features needing justification and FHWA and/or Authority approval are defined as those not meeting the criteria cited in the standards listed above.

**DELIVERABLES**

Deliverables to be submitted by the Operator throughout the design and construction of the Initial Improvements, and upon completion of the Initial Improvements, are specified in the NYSDOT/Authority manuals. The Operator may submit deliverables for the Authority's consideration or consultation and written comment in addition to those cited in the NYSDOT/Authority manuals. The Operator shall include such additional submittals in its review plan and revise the review plan as necessary to incorporate sufficient advance notice to the Authority.

Unless otherwise indicated elsewhere in the Lease Agreement, or directed by the Authority's Project Manager, all deliverables shall be submitted in both electronic format and hardcopy format. Acceptable electronic formats include Bentley Microstation .dgn format and Bentley InRoads.alg and dtm format, Microsoft Word®, Microsoft Excel®, ArcMAP, or searchable portable document format (PDF) files, with no copy or password protection on the file content, unless otherwise indicated.

**COORDINATION WITH OTHER PROJECTS**

The Operator shall coordinate the work so as not to conflict with other projects occurring within or abutting the Service Areas. Other projects are under development and notification of such projects will be given by the Authority to the successful Operator based on the Operator's construction schedule and the potential of possible conflicts.



# **APPENDIX G**

## **ARCHITECTURAL CODES AND STANDARDS**



## ARCHITECTURAL CODES AND STANDARDS

The Operator shall produce all design documentation and execute all demolition, construction and commissioning activities in accordance with federal and state laws, codes, rules, regulations, ordinances, and standards, including but not limited to the current version of the following Codes and Standards as adopted at the time of submission for plan review, unless otherwise stipulated elsewhere.

- A. *Uniform Fire Prevention & Building Code* (the “Uniform Code”), New York State Department of State (NYSDOS), Division of Building Standards and Codes (BSC). The Uniform Code includes the following International Codes, as published by the International Code Council, Inc. (ICC) and New York State Supplements as published by the New York Department of State:
  - 1. *International Building Code*. Washington DC: ICC.
  - 2. *International Plumbing Code*. Washington DC: ICC.
  - 3. *International Mechanical Code*. Washington DC: ICC.
  - 4. *International Fuel Gas Code*. Washington DC: ICC.
  - 5. *International Fire Code*. Washington DC: ICC.
  - 6. *International Property Maintenance*. Washington DC: ICC.
  - 7. *International Existing Building Code*. Washington DC: ICC
  - 8. *Uniform Code Supplement*. Albany, NY: New York State Department of State
  - 9. *State Energy Conservation Construction Code*. Washington DC: ICC.
  - 10. *Supplement to the New York State Energy Conservation Construction Code*. Albany, NY: New York State Department of State
  - 11. *National Electrical Code* (“NFPA 70”). Quincy MA: NFPA.
- B. *Architectural Barriers Act (ABA) Standards*. Washington DC: United States Access Board.

- C. *Americans with Disabilities Act Accessibility Guidelines* (“ADAAG”). Washington DC: United States Department of Justice, 2004.
- D. *Accessible and Usable Buildings and Facilities* (ICC/ANSI A117.1). Washington DC: ICC.
- E. *Standard for Parking Structures* (NFPA 88A). Quincy MA: NFPA.
- F. *Asbestos* (Industrial Code Rule 56, State of New York). Albany: Department of Labor.
- G. *Executive Order No. 88: Guidelines for New York State Government Buildings*. Albany: New York Power Authority, 2013.
- H. *Executive Order No. 4: Establishing a Green State Procurement and Agency Sustainability Program*. Albany: New York Department of Environmental Conservation, 2008.
- I. *Executive Order No. 166: REDOUBLING NEW YORK'S FIGHT AGAINST THE ECONOMIC AND ENVIRONMENTAL THREATS POSED BY CLIMATE CHANGE AND AFFIRMING THE GOALS OF THE PARIS CLIMATE AGREEMENT*: New York Department of Environmental Conservation, New York State Energy Research Development Authority, 2017.
- J. *Green Building Tax Credit*. New York Codes, Rules, and Regulations (NYCRR) Part 638, 1999 and New York State Tax Law Section 19, 1999.

## **VISUAL QUALITY**

The Initial Improvements to the Service Areas shall be designed and constructed to have a 40 year life cycle and designed with materials, components, systems and structural elements that are durable, require minimal maintenance and are proven to be reliable.

Transportation innovations played a major role in the history of the State of New York and these buildings should communicate this innovation will continue throughout the 21<sup>st</sup> century. The buildings should respond to the needs of today’s motorist, while at the same time, anticipating future services required of travel for personal and commercial vehicles. In addition, the building should have a unique character that provides a bridge between design for transportation and that of the NY region.

Building design should consider solar orientation, seasonal environmental changes, nighttime illumination goals, views from the Thruway and views from adjacent property owners.

## **ACCESSIBILITY**

All structures shall comply with and, where appropriate, exceed the requirements of all applicable accessibility guidelines and standards listed in “CODES AND STANDARDS”. In addition to providing mandatory accessibility for visitors and employees with mobility limitations, design elements, over and above mandatory guidelines, for those with visual, auditory or other physical, mental or sensory limitations is highly desirable, particularly with regard to the public spaces.

## **BUILDING ENVELOPE**

### **General**

Performance and quality standards for all building envelope materials, products and assemblies will be established, in part, by the Standards of the New York State Thruway Authority and their requirement the building be designed for a 40-year life span, with exterior building materials requiring minimal maintenance, cleaning, or repainting.

### **Exterior Wall Construction**

Exterior building envelope materials and assemblies for the New York State Thruway Service Areas may include, but are not limited to, the following:

- A. Brick Masonry Cavity Wall with Metal Stud or Concrete Masonry Back-up
- B. Natural Stone Cavity Wall with Metal Stud or Concrete Masonry Back-up
- C. Architectural Cast Stone Cavity Wall with Metal Stud or Concrete Masonry Back-up
- D. Metal Composite Material (MCM) Panels and Panel Systems
- E. Engineered Rain Screen Exterior Wall Systems
- F. Engineered Curtain Wall Systems
- G. Perforated or Woven Metal Screen Systems
- H. Pre-cast Concrete, Tilt-up Concrete Panels and/or Poured-in-Place Concrete



Exposed concrete installed as a primary exposed exterior surfacing material is unacceptable for the New York State Thruway Service Areas. Exposed concrete in secondary and limited locations may be utilized with the written permission of the Authority.

I. Exterior Insulation and Finishing Systems (EIFS)

An exterior insulation and finishing system (EIFS) utilized as a vertical surfacing material is not permitted for the New York State Thruway Service Areas. Use of cement plaster systems in horizontal protected areas such as soffits, eaves, or canopies shall be acceptable.

J. Concrete Faux Stone/Faux Brick Masonry Units or Engineered Panels

The use of concrete faux stone or brick masonry units (including “split face” concrete masonry units) or engineered concrete panels utilizing faux stone or faux brick surface treatments used as a primary exterior surfacing material for the New York State Thruway Service Areas is discouraged. These concrete materials may be specified for secondary and limited area locations with the written permission of the Authority.

## **Roofing Materials and Systems**

All roofing materials and systems which meet industry standards will be considered, provided that a 40-year No Dollar Limit (NDL) roofing guarantee can be provided by the manufacturer/installer proposed. The installer must be certified by the manufacturer for the installation of the type of roof system proposed.

All roofing materials, accessories, copings, and related flashing materials of a specific system type (i.e. flat vs. sloped) shall be provided by a sole-source manufacturer.

## **Entrances, Storefronts, and Curtain Walls**

Aluminum-framed storefront and curtain wall systems shall have thermally broken frames. Aluminum-framed entrances shall be of heavy-duty construction or as required by the program. System glazing shall respond to the building orientation, thermal and daylighting requirements, and transparency needs to create a welcoming and secure space for travelers.

## **Exterior Doors and Frames**

At non-public entrances, provide insulated FRP doors with aluminum frames to match public storefront entrances. An insulated coil-up overhead door is acceptable for the loading dock area.

## **INTERIOR BUILDING FINISHES**

### **General**

Performance and quality standards for all materials, products and assemblies will be established, in part, by the Standards of the New York State Thruway Authority and their requirement the building be designed for a 40-year life span. All substrate and finish materials shall be highly durable, low maintenance, easily cleanable and repairable as their location and use demands.

### **Indoor Air Quality**

All installed products, and those used during construction, on the interior side of the building weather barrier shall conform to current USGBC LEED for New Construction rating guidelines for VOCs and formaldehyde content. Products exceeding limits set forth in the standards will not be accepted.

### **Flooring**

Only hard flooring surfaces will be permitted in the Service Area buildings with the exception of walk-off mats/carpet at all public entrances. Ceramic, porcelain, natural stone, epoxy, epoxy terrazzo, stained sealed concrete, and similar are all acceptable depending on the areas of use. Carpet, vinyl, rubber, and other resilient flooring will not be accepted. Slip resistance shall meet the minimum code requirements as determined by the function of the space.

### **Walls**

Any suitable, code compliant materials may be used for wall finishes. Tile over cement board is required in the restrooms on the plumbing walls. Gypsum board, painted, tiled, with a wall covering, or other applied finish shall be impact resistant up to a minimum of eight feet above adjacent floor finish. Wall finishes in food preparation areas shall comply with all codes for cleanability. Consideration should be given to corner treatments in high traffic public areas; simple corner guards are discouraged. All paint products shall provide a highly durable surface for cleaning in all areas of the structure.

### **Ceilings**

Any suitable, code compliant materials may be used for ceiling finishes. The use of typical acoustic ceiling tiles in a grid system as a primary material in public spaces is discouraged. Gypsum board hung horizontally shall be sag resistant. In kitchen, restroom, and other similar areas, use material designed for high humidity. Acoustical treatments incorporated as a design element are acceptable.

## **Interior Doors and Frames**

Heavy duty hollow metal door and frames are acceptable for access to non-public areas. For interior vestibules use aluminum framed entrances to match exterior system. Where separation of other public spaces is desired, consider using aluminum framed entrances.

## **SPECIALTIES**

### **Toilet Compartments**

Toilet compartments and urinal screens at multi-occupant toilet rooms shall be stainless steel and shall be suspended from the structure above or supported by adjacent partitions, with no supporting members extending to the floor.

### **Casework**

All casework and cabinetry (wood, pressure laminate, solid surface, etc.) to be approved by the Authority. Material durability should respond to specific uses encountered in various parts of the facilities. Use solid surface or solid color throughout materials for all horizontal surfaces. All hardware to be heavy duty.

### **Window Treatments**

Where applicable for HVAC load and user comfort, provide electrically-operated sunscreen roller shades no lower than eight feet above finished floor. Include local, group and/or master control systems for shade operation with addressable, encoded, electronic drive units (EDU).

### **Signage**

A full signage package shall be prepared for approval by the Authority. The Operator shall be responsible for signage plans, details, and complete installation. All signage shall comply with ADA and ADAAG guidelines. Refer to the Authority Standards & Guidelines for buildings. Interior signs include but are not limited to room identification signs, informational signs, regulatory signs and directional way finding signs. Exterior signs include but are not limited to building identification signs, regulatory signs and directional way finding signs. TVs, tablets, or other electronic presentation devices used in any manner described above shall be incorporated into the signage package for review of hardware and content by the Authority.

### **Artwork**

At Service Areas indicated to be Level 3, incorporate artwork appropriate to the scale of the public area, either 2D or 3D, representative of the region the facility is located in.

Proposed work shall be reviewed and approved by the Authority with preference given to local artists.

## **Furniture**

Furniture in the public areas should be designed for heavy use. Fixed or movable tables and seating, benches, couches, and other elements complimentary to the facility design and program concepts are acceptable. All components and surfaces of the furniture must be easily cleanable (vinyl, metal, plastic, sealed wood, other similar materials). All furniture shall be reviewed by the Authority for approval.

## **Plumbing**

Public rest room fixture to be white vitreous china. Water closets are wall mounted only. Public lavatories to be under mount in solid surface countertops only. All flush meters and faucets in public rest rooms to be touchless. Provide touchless hand dryers, paper towel, and soap dispensers in public rest rooms. Provide water fountain with touchless bottle filler. Maintain continuity of public plumbing fixtures across all Service Areas. All fixtures and accessories to be vandal resistant.

## **Lighting**

Except for specialty fixtures, all luminaires are to be LED and have a minimum 10-year full replacement warranty. Maintain continuity of lighting across all Service Areas with regards to facility level 1, 2A, 2B, and 3.

## **EXTERIOR**

### **Landscaping**

Commercially available native plants suitable to the region should be utilized. Plantings are to be low-maintenance once established, featuring drought tolerance and minimal pruning.

### **Lighting**

Exterior lighting fixtures and placement should prevent light pollution, including; sky glow, light trespass and glare.

### **Site Furnishings**

All site furnishings, including seating, tables, trash receptacles, bollards, fences, etc. are to be commercial grade. Preference should be for hot-dipped galvanized, stainless steel, or powder coated items with extended finish warranties. Recycled steel and aluminum in



addition to low-emission powder coat are desirable. Concrete / stone may also be appropriate to meet aesthetic goals of the region they are placed.

## **Playground**

Playground equipment shall be commercial grade and suitable for all ages and abilities. The equipment shall conform to ASTM specification requirements for public use. The playground surfacing material shall also conform to ASTM specifications for impact attenuation and consist of a water permeable bonded material.

# **APPENDIX H**

## **SERVICE AREA MODIFICATION PROCEDURE**



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PROCEDURE FOR THE CONTROL OF CONCESSIONAIRE BUILDING  
MODIFICATIONS FOR SERVICE AREAS

NEW YORK STATE THRUWAY AUTHORITY

FEBRUARY 1975

REVISED SEPTEMBER 2018

--oo00oo--

BUREAU OF MANAGEMENT ANALYSIS AND PLANNING

--oo00oo--

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## I. SUMMARY

This Procedure details the steps to be followed by Thruway Authority (Authority) personnel from the Department of Maintenance and Operations when an Authority Concessionaire requests to make modifications to Authority owned buildings at Service Areas. The Procedure also serves as a guide for the Concessionaire to follow.

The STANDARD OPERATING PROCEDURE MANUAL - WORK PERMITS (500-2-2.6) should be followed when issuing permits.

## II. PRE-CONSTRUCTION ACTIVITIES

### DETAILS:

#### RESPONSIBILITY

#### ACTION

#### CONCESSIONAIRE

1. Discusses any proposed building modifications with the Director of Travelers' Services.
2. Submits a detailed plan, including schematic of affected area and work to be done, to the Director of Travelers' Services for Headquarters conceptual review.

#### DIRECTOR OF TRAVELERS' SERVICES/DESIGNEE

3. Reviews plan and schematics with the Director of Operations, if applicable, to determine conceptual acceptance.
  - 3A. If concept is disapproved, notifies the Concessionaire that such modifications cannot be made. No additional action required.
  - 3B. If concept is approved, shares the plan and schematics with the Director of Facilities and Code Compliance for distribution to the Division.

#### DIRECTOR OF FACILITIES & CODE COMPLIANCE

4. Shares plan with the Division Director, Division Facilities Engineer (DFE) and Division Code Compliance Specialist for comment.

NOTE: DFE and Division Code Compliance Specialist ensure that other Division personnel review plan as necessary. In addition, the Division Code Compliance Specialist will contact the Office of Design to ensure the media used to draft the Concessionaire's plans meets Authority standards.

HEADQUARTERS (HQ)/DIVISION  
CODE COMPLIANCE SPECIALIST

5. Reviews plan and notifies Travelers' Services that the Concessionaire/Contractor must complete the APPLICATION FOR CONSTRUCTION PERMIT if construction permit is required.

DIVISION PERMIT COORDINATOR

6. Reviews plan and notifies Travelers' Services that each outside Contractor involved in the modification work must obtain a work permit, if work permit(s) is required.

DIRECTOR OF TRAVELERS'  
SERVICES/DESIGNEE

7. Upon receipt of the results of Headquarters and Division reviews, shares the final results with the Concessionaire in accordance with steps 7A and 7B below.
  - 7A. If plan is approved, sends letter to Concessionaire approving their proposal and instructing them to obtain specific permits necessary prior to construction. Sends copies of the letter to appropriate Headquarters and Division personnel.

DIRECTOR OF TRAVELERS'  
SERVICES/DESIGNEE

7B. If plan is disapproved, sends letter to Concessionaire outlining the reasons and, if appropriate, informing them that the plan can be modified and resubmitted for reconsideration. Sends copies of the letter to appropriate Headquarters and Division personnel. No additional action required.

CONCESSIONAIRE/CONTRACTOR

8. Completes APPLICATION FOR CONSTRUCTION PERMIT and returns along with necessary drawings and specifications to Division Code Compliance Specialist for processing, if required.
9. Completes the THRUWAY PERMIT APPLICATION (TA-W5124) and forwards to the appropriate Division Permit office, if required.

DIVISION PERMIT COORDINATOR

10. Processes work permit application in accordance with the STANDARD OPERATING PROCEDURE - WORK PERMITS (500-2-2.6).



### III. MEETINGS AND INSPECTIONS

#### DETAILS:

#### DIVISION DIRECTOR/DESIGNEE

1. Holds a pre-construction meeting with the following personnel before construction begins to acquaint all concerned with the scope of the project:

- Concessionaire's Representative
- Contractor's Representative
- Travelers' Services Representative
- DFE(s)
- Division Code Compliance Specialist
- Division Permit Coordinator
- Service Area Mechanic
- Division Traffic Supervisor.

NOTE: An Authority Representative is designated as the contact for the Contractor's Representative for all communication. (Also see Section IV. Miscellaneous Information)

2. Periodically, inspects the work or has an authorized representative inspect it.

NOTE: On certain large projects, full time supervision of construction by Authority personnel or construction inspection services may be required.

3. Reviews all proposed changes to the Plans and Specifications.

NOTE: Major changes which affect the scope and/or cost of the project must be resubmitted to the Director of Travelers' Services.

DIVISION DIRECTOR/DESIGNEE

4. Submits the change request to the Director of Travelers' Services and HQ/Division Code Compliance Specialist.

HQ/DIVISION CODE  
COMPLIANCE SPECIALIST

5. Reviews change request.
  - 5A. If acceptable, notifies Travelers' Services that the Concessionaire/ Contractor can initiate work on the change order as approved and notifies the Division Director of the decision. Proceeds to step 7.
  - 5B. If unacceptable, informs Travelers' Services that the Concessionaire/ Contractor's change request must be revised and notifies the Division Director of the decision.

CONCESSIONAIRE/CONTRACTOR

6. Makes necessary revisions and Resubmits change request. Returns to step 3.

HQ/DIVISION CODE  
COMPLIANCE SPECIALIST

7. Conducts required progress inspections and when work is near completion, Conducts a pre- final inspection of the work.
8. Prepares a punch list of all incomplete/deficient work and completed work requiring remedial action.

DIVISION DIRECTOR/DESIGNEE

9. Conducts a final inspection of the work with the DFE(s), the Division Traffic Supervisor, a Travelers' Services Representative, HQ and/or Division Code Compliance Specialist and any other interested parties.

## DIVISION DIRECTOR/DESIGNEE

10. Determines from final inspection if the work has been completed satisfactorily.

10A. If the work has been completed satisfactorily, accepts the project, pending the receipt of all stamped, paper copies of as-built drawings.

10B. If the work has not been completed satisfactorily, returns to step 8.

## CONCESSIONAIRE

11. Once project has been accepted, sends electronic copy of the as-built drawings to the Director of Travelers' Services.

DIRECTOR OF TRAVELERS'  
SERVICES/DESIGNEE

12. Retains electronic copy of the as-built drawings and forwards copy to the DFE.

## DFE

13. Reviews the as-built drawings to ensure they are accurate and reflect field mark-ups, and obtains approval of Division Director.

DIRECTOR OF TRAVELERS'  
SERVICES/DESIGNEE

14. With the Division's approval, sends electronic copies of the as-built drawings to:
  - Contracts Unit
  - Director of Facilities and Code Compliance
  - DFE
  - Division Code Compliance Specialist
  - HQ Code Compliance Specialist

## CONTRACTS UNIT (ARCHIVES)

15. Ensures that an electronic copy of the as-built drawings is filed with the appropriate Service Area plans in the Architectural Design Bureau.

HQ/DIVISION CODE  
COMPLIANCE SPECIALIST  
CERTIFICATE or

16. Issues CODE COMPLIANCE

CERTIFICATE OF OCCUPANCY to close the project whenever a construction permit has been issued.



#### IV. MISCELLANEOUS INFORMATION

- A. The Authority will be reimbursed for any damage done to Authority property or equipment during the course of construction. This reimbursement will be made in accordance with Section IV of the MANUAL OF INSPECTION OF BUILDINGS AND FACILITIES (412-1-01).
- B. With the exception of the designated Authority representative, Authority employees must not become involved in any disagreements with the Concessionaire or the Concessionaire's Contractor. If the Service Area Mechanic questions workmanship or suspects unauthorized changes are being made, the situation should be reported as soon as possible to the Division Facilities Engineer. All verbal contact on the work site between the Concessionaire/Contractor and the Authority should be between two previously determined individuals designated at the pre-construction meeting.
- C. Liability insurance coverage shall be provided by the Contractor's insurance in the amounts provided for in the NEW YORK STATE THRUWAY AUTHORITY OCCUPANCY AND WORK PERMIT ACCOMMODATION GUIDELINES (TAP 401).
- D. If existing Authority equipment is to be removed, the Concessionaire must submit a request to the Director of Travelers' Services, 30 days prior to the desired removal date, listing all equipment. The Director of Travelers' Services will then forward the list to the Director of Facilities and Code Compliance with a recommendation on the disposition of the equipment (surplus or transfer). The Director of Facilities and Code Compliance will arrange for timely removal of the equipment in accordance with the PROCEDURE FOR REPORTING AND DISPOSING OF SURPLUS, OBSOLETE AND SCRAP EQUIPMENT, MATERIAL AND PARTS (321-0-01).

## V. INDEX OF RESPONSIBILITIES

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## VI. DISTRIBUTION

General Counsel

Director of Labor Relations

Director of Engineering  
Services Director of  
Design  
Director of Traffic Engineering

Director of Maintenance and Operations  
Director of Facilities and Code Compliance

Director of Finance and

Accounts Director of

Operations  
Director of Travelers' Services  
Director of Traffic Management

Division Directors  
Division Traffic Supervisors  
Division Code Compliance  
Specialists Division Permit  
Coordinators Division Facilities  
Engineers  
Maintenance Supervisors 2 (Building)  
Service Area Mechanics

# **APPENDIX W**

## **WEB SITE DEVELOPMENT**





## **APPENDIX W – STANDARD PROVISIONS FOR WEBSITE CONTRACTS**

The Contractor providing website development and/or hosting services to the New York State Thruway Authority/New York State Canal Corporation (Authority/Corporation) pursuant to this Agreement must strictly adhere to the following provisions, which are incorporated by reference into this Agreement. (The word “Contractor” herein refers to any party and its agents, successors and assigns, other than the Authority/Corporation.)

### **I. GENERAL PROJECT MANAGEMENT RESPONSIBILITIES**

Management of this website project shall be conducted as follows:

1. The Authority/Corporation’s Director of Public Affairs will assign one person to be the Authority/Corporation’s website project contact. All communications and correspondence from the Contractor regarding the development of the website must be directed to this person.
2. The Contractor will assign one person to be the Contractor’s project contact. The Authority/Corporation will direct its communications and correspondence regarding the development of the website to this person.
3. Prior to the start of any website development project, the Contractor must meet with the Authority/Corporation to develop specific project objectives and timetables for completion of the project.
4. The design, construction and documentation of the website must be approved by the Director of Public Affairs prior to the start of any website development.
5. The Contractor must maintain regular communication throughout the project with the Authority/Corporation. If requested by the Authority/Corporation, the Contractor must provide periodic written progress reports and be available upon reasonable notice at mutually convenient times for meetings.

### **II. WEBSITE DESIGN AND PERFORMANCE**

**A. Design and Content Requirements.** The Contractor must produce a website for the Authority/Corporation that complies with the following requirements:

1. Any web-based intranet and internet information and applications development, or programming delivered pursuant to this Agreement must comply with the New York State Office for Technology Policy P04-002, Accessibility of New York State Web-based Intranet and Internet Information and Applications, as such policy may be amended, modified or superseded, regarding the accessibility of web-based intranet and internet information and applications to persons with disabilities.

2. Satisfies all requirements of the New York State Office for Technology Cyber Security Policy P03-002, Information Security Policy, as such policy may be amended, modified or superseded.
3. Contains the Authority/Corporation's Internet Privacy Policy.
4. Utilizes small (fast loading) graphics.
5. Utilizes official logos only as supplied by the Authority/Corporation.
6. Utilizes other photos and graphic images (e.g. web palette GIF and JPEG images) only as approved by the Authority/Corporation.
7. Utilizes style sheets to reflect the "look and feel" of the Authority/Corporation's official websites. By attaching style sheets to structured documents on the Web (e.g. HTML), the presentation of documents will be consistent without sacrificing device-independence or adding new HTML tags for background color, text and link colors, and typestyle.
8. Utilizes a maximum of 800x600-screen resolution, unless otherwise required or approved by the Authority/Corporation.
9. Contains no spelling, grammatical or contextual errors.
10. Contains no advertisements, including logos or references to the Contractor, unless approved by the Authority/Corporation.
11. Contains no "metatags" or other buried material, unless required or approved by the Authority/Corporation.
12. Does not utilize HTML frames, unless required or approved by the Authority/Corporation.
13. Contains the New York State common Web banner, as required by the Authority/Corporation.
14. States how to contact the webmaster or entity responsible for the operation of the site.

**B. Specifications for Home Page.** The website will consist of a home page (the first page of the website) that can be reached by typing into a Web browser one or more Uniform Resource Locators (URLs) that the Authority/Corporation has registered for the website.

**C. Performance.** Users of the Authority/Corporation's websites include a broad range of the Internet population. Websites targeted towards the general population should be quick loading and should not require special software (plug-ins) to run. On average, each website page should load in 15 seconds or less with a 28.8 modem connection or comparable time with a different speed connection. The Contractor must:

1. Test website pages with many browsers and platforms. Because this technology is continuously changing, the Contractor must meet with the Authority/Corporation to determine which browser releases should be supported (e.g. Internet Explorer, Netscape Navigator, and Lynx) for any given Authority/Corporation website.
2. Verify that the website runs without errors and is free of malicious code, including, but not limited to, viruses, worms and trojans.

**D. Accessibility of Website During Construction.** The Contractor must make the website accessible to the Authority/Corporation throughout the construction of the prototype and the final website. The Contractor must use its best efforts to ensure that, until final acceptance and approval by the Authority/Corporation, the website is not accessible to anyone other than authorized representatives of the Authority/Corporation. The Contractor must not under any circumstances publish or otherwise disseminate website content developed pursuant to this Agreement without first obtaining the approval of the Authority/Corporation.

**E. Submission to Index Sites.** The Contractor shall register the URLs of the website with Alta Vista, Lycos, Google, Yahoo and Excite search engines and any other comparable entities as requested by the Authority/Corporation.

**F. Submission of Deliverables.** Upon the Authority/Corporation's acceptance testing and approval of the final website, or upon termination of this Agreement, whichever occurs earlier, the Contractor must submit all Deliverables to the Authority/Corporation including all changes or additions (enhancements) made thereto along with all items provided by the Authority/Corporation as they existed as of the date of termination. Deliverables means: 1) all drafts, working and final copies of code, documentation and other materials developed by the Contractor in the course of its performance under this Agreement; and 2) any other items necessary for the operation of the website with the exception of third-party operating system software, third-party networking software, Web Browsers, and hardware. For the purposes of this section, Deliverables may include, but are not limited to: a description of the functional and design specifications, user interface requirements, operational flowcharts, software descriptions, training materials and documentation, network accessibility information, interactive elements, information-capturing capabilities, browser and platform compatibilities, electronic commerce requirements, audio/video format requirements, linking structures, database structure requirements, code standards, screen and file layouts, and general "look and feel" elements.

The Contractor must submit all code in an electronic format and all documentation and other materials in an electronic and printed format as prescribed and approved by the Authority/Corporation.

### **III. WEB SITE HOSTING**

If this Agreement requires that the Contractor maintain the website on its Web server, and make maintenance modifications to the website from time to time in accordance with the Authority/Corporation's directions, the provisions of this Article shall apply to the Contractor's performance under this Agreement.

- A. Server Hosting.** The Contractor must make the website available to Internet users 24 hours per day, seven (7) days per week. The Contractor must back-up the website at least once every two weeks, and store said back-up materials in a safe and secure environment not located at the same location as the Contractor's Web server. The Contractor agrees to use its best efforts to ensure reasonable response times for users accessing the Web to the website; a website page should load, on average, in no more than 15 seconds with a 28.8 modem connection or comparable time with a different modem speed connection. After the Authority/Corporation approves the final website and any modification thereof, the Contractor must not make any changes to the website unless the Authority/Corporation approves such changes.
- B. Security.** The Contractor must supply to the Authority/Corporation a copy of the procedures used to identify system vulnerabilities and apply software patches and fixes. Further, the Contractor must provide to the Authority/Corporation a copy of the security policy in place for the systems and equipment that will be hosting the Authority/Corporation website, which security policy must, at a minimum, meet the following requirements:
1. Apply software patches and fixes to the Web-hosting equipment as soon as tested and accepted in the user community.
  2. Test application and server software to verify that all sample code has been removed.
  3. Verify that open ports are legitimate and identify the services that are using those ports.
  4. Implement a file integrity system to ensure that file changes are authorized.
  5. Provide a copy of incident response procedures to determine how the Contractor identifies malicious activity and recovers promptly from an attack.
- C. Security Incident and Resolution Reporting.** Upon discovering that the confidentiality, integrity or availability of the Web server or the website's information resources is threatened or compromised, the Contractor must report the security incident to the Authority/Corporation. For purposes of this section the following events are considered security incidents:
1. Unauthorized access that is either successful or unusually persistent.



2. Instances of any malicious code that either has a widespread impact throughout the Contractor's organizational Web environment or has specifically affected the Authority/Corporation's Web server or website.
3. Denial of service attack that is either successful and adversely affects website access or is unusually persistent.
4. Scans and probes that precede or are related to a security incident listed above.
5. The Contractor shall contact the Authority/Corporation via telephone and supply the following information when initially reporting the discovery of a security incident:
  - a. Name, phone/pager/cell number and e-mail address of the individual making the report.
  - b. Type of security incident(s) – unauthorized access, malicious code, denial of service, probes, scans and/or other suspected activity that could result in a significant adverse impact.
  - c. Location of affected system – street address, floor/room number and city/state.
  - d. Detailed description of the security incident.
  - e. Date and time the security incident occurred.
  - f. Date and time the security incident was detected.
  - g. How the security incident was detected.
  - h. Business impact/criticality of the security incident.
  - i. Other relevant information.
6. The Contractor shall contact the Authority/Corporation via telephone and supply the following information upon investigation and resolution of the security incident.
  - a. Systems affected – OS, software, release level, etc.
  - b. Specific nature of account or information resource access/compromise.
  - c. Attack source details – source IP address, attack method, vulnerability exploited, etc.
  - d. Actions taken to isolate/contain, investigate and remediate the security incident.

- e. Planned follow-up activities.
- f. Overall impact of the service outage.
- g. Resources required to resolve the incident - staff or consultant time, new server, etc.

**D. Transference and Back-Up.** Upon the Authority/Corporation's request at any time, or in the event of the Authority/Corporation's termination of this Agreement, Contractor agrees to electronically transfer to the Authority/Corporation a complete copy of the current website, including all elements, drafts and working copies. In the event such transfer is a result of the Authority/Corporation's termination of its use of the Contractor's Web server as the host for the website, the Contractor must maintain one complete electronic version of the website, including all code related thereto (and must "delete" all other versions thereof off of its computers and media, including back-up copies), until the Authority/Corporation informs the Contractor in writing that the transferred files appear to be complete, at which time the Contractor must "delete" its final copy of the website off of its computers and media.

**E. Transaction Logging.** During the time that the website is located on the Contractor's server, the Contractor must, free of charge, provide the Authority/Corporation with access to all log files for the website. In addition, on a monthly basis at no charge to the Authority/Corporation, the Contractor must provide in a mutually agreeable electronic form a complete transaction log history containing the date, time, source IP address, and file, graphic, or other material accessed for each Web page accessed during the preceding month.

#### **IV. CONFIDENTIALITY**

**A. Duty to Maintain Confidentiality and Restrict Access.** The Contractor must keep all work performed, and all Authority/Corporation information gathered to perform work under this Agreement, confidential and shall not disclose any such information or work to any third party without the prior written consent of the Authority/Corporation. Except for such staff members designated as "need-to-know" and expressly authorized by the Contractor to have access to the Authority/Corporation's information, the Contractor must take all appropriate and necessary measures to ensure that no other person or entity has access to the information. The Authority/Corporation reserves the right to inspect the Contractor's facilities, without prior notice, to ascertain whether or not the Contractor is adhering to the confidentiality provisions of this Agreement.

**B. Duty to Advise All Employees.** The Contractor must advise its entire staff, including permanent and temporary employees, involved in providing services pursuant to this Agreement of the confidentiality requirements hereunder and the Contractor must ensure that such employees adhere to such requirements.

**C. Survivability.** The provisions of this Article shall survive termination or expiration of this Agreement.

## **V. OWNERSHIP AND RIGHTS**

- A. Ownership of Work Product.** Except as set forth in Section C of this Article: (1) the Contractor hereby assigns, transfers and sets over to the Authority/Corporation all of the right, title and interest for the entire world in and to all elements of the Deliverables and the copyright therein; and (2) the Authority/Corporation shall exclusively own all United States and international copyrights and all other intellectual property rights in the Deliverables.
- B. Vesting of Rights.** With the sole exception of any preexisting works identified in Section C of this Article, upon creation of each element of each Deliverable the Contractor shall automatically assign to the Authority/Corporation ownership of all United States and international copyrights and all other intellectual property rights in each element of the Deliverable. From time to time, upon the Authority/Corporation's request, the Contractor and/or its personnel must confirm such assignments by execution and delivery of an assignment or other written instruments as the Authority/Corporation may request. The Authority/Corporation shall have the right to obtain and hold in its own name all copyright registrations and other evidence of rights that may be available for the Deliverables and any portion(s) thereof.
- C. Preexisting Works.** In the event that any portion of the Deliverables will constitute a preexisting work for which the Contractor cannot grant to the Authority/Corporation the rights set forth in sections (A) and (B) of this Article, before commencing work, the Contractor must provide written notification to the Authority/Corporation of: (1) the nature of such preexisting work; (2) its owner; (3) any restrictions or royalty terms applicable to the Contractor's or the Authority/Corporation's use of such preexisting work or the Authority/Corporation's exploitation of the Deliverables as a derivative work thereof; and (4) the source of the Contractor's authority to employ the preexisting work in the preparation of the Deliverables. Preexisting works, either so notified in advance by the Contractor or otherwise coming to the attention of the Authority/Corporation, may be used in the construction of the Deliverables only if expressly approved in writing by the Authority/Corporation prior to their use, which approval shall be within the sole discretion of the Authority/Corporation. The Contractor hereby grants to the Authority/Corporation a non-exclusive, royalty free, irrevocable license to use, copy, transmit, perform, and modify the preexisting works relative to the operation of the website.

## **VI. REPRESENTATIONS AND WARRANTIES**

The Contractor makes the following representations and warranties for the benefit of the Authority/Corporation:

- A. Ownership Rights.** The Contractor represents and warrants that: (1) it is and will be the sole author of all works it employs in preparing any and all Deliverables other than preexisting works; (2) it has and will have full and sufficient right to assign or grant the rights and/or licenses granted in the Deliverables and any

preexisting works pursuant to this Agreement; (3) all elements of the Deliverables other than preexisting works have not been and will not be published under circumstances that would cause a loss of copyright therein; and (4) all elements of the Deliverables, including all preexisting works, do not and will not infringe any patents, copyrights, trademarks or other intellectual property rights (including trade secrets), privacy, or similar rights of any person or entity, nor has any claim (whether or not embodied in an action, past or present) of such infringement been threatened or asserted, nor is such a claim pending against the Contractor or, insofar as the Contractor is aware, against any entity from which the Contractor has obtained such rights.

**B. Conformity, Performance, and Compliance.** The Contractor represents and warrants that all work will be performed in a competent and professional manner consistent with generally accepted industry standards, that no conflict of interest exists or will arise with respect to the performance by the Contractor of all work contemplated by this Agreement and that all elements of the Deliverables will conform to the specifications and functions set forth in this Agreement. The Contractor will repair free of charge any Deliverable that does not meet this warranty within a reasonable period of time.



# **EXHIBIT 1**

## **GUIDELINES REGARDING PERMISSIBLE CONTACTS DURING A PROCUREMENT AND THE PROHIBITION OF INAPPROPRIATE LOBBYING INFLUENCE**



**Thruway  
Authority**

New York State Thruway Authority/New York State Canal Corporation

**Guidelines Regarding Permissible Contacts During a Procurement and the Prohibition of Inappropriate Lobbying Influence**

Chapter 1 of the Laws of 2005, as amended (referred to as the “Lobbying Law”), set forth in the Legislative Law and State Finance Law specific requirements relative to lobbying on government procurements and procurement contracts. More specifically, the Lobbying Law created two new sections in the State Finance Law: Section 139-j addresses restrictions on “contacts” during the procurement process; and Section 139-k addresses the disclosure of contacts and the responsibility of offerers<sup>1</sup> during the procurement process. In this regard, a procurement contract means a contract or agreement (including an amendment, extension, renewal or change order to an existing contract where such amendment, extension, renewal or change order is not authorized and payable under the terms of the contract) involving an estimated annual expenditure in excess of \$15,000 for a commodity, service, technology, public work, or construction; purchase, sale, lease, or acquisition of real property; or revenue contract.

In conformity with the Lobbying Law, during the restricted period<sup>2</sup> for an Authority/Corporation procurement, an offerer may only make permissible “contacts” regarding such procurement, which means that the offerer shall contact only the Authority/Corporation designated contact person(s) for that procurement. In this regard, “contact” means any oral, written or electronic communication with a governmental entity under circumstances where a reasonable person would infer that the communication was intended to influence the governmental entity’s conduct or decision regarding the Authority/Corporation procurement. Exceptions to this rule include:

- submission of a written proposal in response to a Request for Proposals (RFP), Invitation for Bids (IFB) or any other solicitation method;
- submission of written questions as part of an RFP, IFB or other solicitation method where all written questions and written responses will be provided to all offerers;
- participation in a pre-proposal or pre-bid demonstration, conference or other exchange of information open to all bidders scheduled as part of an RFP, IFB or other solicitation process;

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<sup>1</sup> An individual or entity, or any employee, agent, consultant or person acting on behalf of such individual or entity, that contacts the Authority/Corporation about a procurement during the restricted period whether or not the caller has a financial interest in the outcome of the procurement. A governmental agency or its employees that communicates with the Authority/Corporation regarding a procurement in the exercise of its oversight duties shall not be considered an offerer.

<sup>2</sup> The period of time commencing with the earliest written notice, advertisement or solicitation of a Request for Proposals (RFP), Invitation for Bids (IFB), or solicitation of proposals, or any other method for soliciting responses from offerers intending to result in a procurement contract with the Authority/Corporation, and ending with the final contract award and approval by the Authority/Corporation, and, where applicable, the State Comptroller.

- written complaints that the Authority/Corporation designated contact for a procurement fails to respond in a timely manner to authorized offerer contacts;
- negotiation of procurement contract terms with the Authority/Corporation following tentative award;
- contacts between designated Authority/Corporation staff and an offerer to request the review of a procurement contract award;
- communications with the Authority/Corporation regarding an appeal, protest or other review of a procurement, participation in an administrative or judicial proceeding regarding a procurement and complaints regarding a procurement made to the Attorney General, Inspector General, District Attorney or State Comptroller; and,
- communications between Authority/Corporation staff and offerers that solely address the determination of vendor responsibility.

An offerer shall not, under any circumstance, attempt to influence an Authority/Corporation procurement in a way that violates or attempts to violate: Public Officers Law Section 73(5), relating to gifts intended to influence; or Public Officers Law Section 74, relating to the code of ethics for employees of state agencies, public authorities and public benefit corporations, members of the New York State Legislature, and Legislative employees.

An offerer who contacts the Authority/Corporation designated contact person for a procurement during the restricted period must be prepared to provide the following information: name, address, telephone number, place of principal employment and occupation of the person or organization making the contact, and whether the person/organization making the contact is the offerer or is retained, employed or designated by or on behalf of the offerer to appear before or contact the Authority/Corporation about the procurement.

An offerer that submits a proposal, bid or other response to an Authority/Corporation RFP, IFB or other solicitation method must: certify that it understands and agrees to comply with these Guidelines regarding permissible contacts during a procurement and the prohibition of inappropriate lobbying influence; and disclose whether any governmental entity has, within the prior four years, found the offerer non-responsible due to a violation of the Lobbying Law or the intentional provision of false or incomplete information. Further, all Authority/Corporation procurement contracts will contain: a certification by the offerer that all information provided to the Authority/Corporation with respect to the Lobbying Law is complete, true and accurate; and a provision authorizing the Authority/Corporation to terminate the contract in the event such certification is found to be intentionally false or incomplete.

The Authority/Corporation will investigate all allegations of violations of the Authority/Corporation Guidelines regarding permissible contacts during a procurement and the prohibition of inappropriate lobbying influence. A finding that an offerer has knowingly and willfully committed such a violation may result in a determination that the offerer and its subsidiaries are non-responsible and therefore ineligible for award of the procurement contract. A second determination of non-responsibility for such a violation within four years of the first such determination may render the offerer and its subsidiaries ineligible to submit a bid or proposal or be awarded a procurement contract for four (4) years from the date of the second determination. The Authority/Corporation will notify the New York State Office of General Services (“OGS”)

of any determinations of non-responsibility or debarments due to violations of the Lobbying Law.

These Guidelines and related forms are available on the Authority's website, [www.thruway.ny.gov](http://www.thruway.ny.gov), under Doing Business; Purchasing Services; Vendor Information and Bid Opportunities; Law, Policies and Procedures or on the Corporation's website, [www.canals.ny.gov](http://www.canals.ny.gov), under Doing Business ; Vendor and Commercial Information; How to Do Business; Forms and Guidelines; Lobbying Law Guidelines. Copies of Sections 73 and 74 of the Public Officer's Law are also available on the Authority/Corporation websites. If you require further guidance on the Lobbying Law, you are encouraged to visit the Advisory Council on Procurement Lobbying website at [www.ogs.ny.gov/acpl](http://www.ogs.ny.gov/acpl), where the Lobbying Law and the Guidelines on Procurement Lobbying (Frequently Asked Questions) adopted by the Council are posted.



# **EXHIBIT 2**

## **AUTHORITY SUPPLEMENTAL INSURANCE CERTIFICATE**





# SUPPLEMENTAL INSURANCE CERTIFICATE

This form supplements ACORD 25 CERTIFICATE OF LIABILITY INSURANCE documentation as required by the NYSTA. For additional information, please contact the NYSTA's Insurance Compliance Section at (518) 436-2891.

Insured: \_\_\_\_\_

All Work under NYSTA Project/Agreement/Permit No.: \_\_\_\_\_  
(If NYSTA Permit, leave blank unless Permit No. is known)

Complete/check appropriate boxes:

|  | Yes                      | No                       |                          |
|--|--------------------------|--------------------------|--------------------------|
| <b>I. Commercial General Liability (CGL) Insurance - Policy No.</b> _____  |                          |                          |                          |
| a. Does the General Aggregate reflect a per-project aggregate endorsement (CG 25 03 05 09 or equivalent)?  | <input type="checkbox"/> | <input type="checkbox"/> |                          |
| b. Does the CGL provide coverage for:  |                          |                          |                          |
| 1. Explosion, Collapse and Underground Hazards (XCU)?  | <input type="checkbox"/> | <input type="checkbox"/> |                          |
| 2. Products & Completed Operations Liability?  | <input type="checkbox"/> | <input type="checkbox"/> |                          |
| 3. Additional Insureds for claims involving injury to employees of the Named Insured or subcontractors?  | <input type="checkbox"/> | <input type="checkbox"/> |                          |
| 4. Is Cross liability in the ISO GL policy (i.e., Insured vs. Insured suits) excluded?   | <input type="checkbox"/> | <input type="checkbox"/> |                          |
| If "No", is Cross liability in the ISO GL policy restricted?   | <input type="checkbox"/> | <input type="checkbox"/> |                          |
| 5. Property damage to work due to Independent contractor's (subcontractor's) operations?   | <input type="checkbox"/> | <input type="checkbox"/> |                          |
| c. Is the CGL policy written on ISO form CG 00 01 04 13 or an equivalent form?   | <input type="checkbox"/> | <input type="checkbox"/> |                          |
| <b>II. Workers' Compensation - Policy No.</b> _____  |                          |                          |                          |
| a. Does Workers' Comp. apply to federally-regulated employment (i.e., Jones Act, USL&H)?   | <input type="checkbox"/> | <input type="checkbox"/> |                          |
| b. Is Workers' Comp. from a New York State authorized insurer?   | <input type="checkbox"/> | <input type="checkbox"/> |                          |
| c. If sole proprietorship, partnership, or corporation with one or two shareholders, is Workers' Comp. coverage provided for owners?   | <input type="checkbox"/> | <input type="checkbox"/> |                          |
| <b>III. Environmental Insurance (EI) (including Asbestos &amp; Lead Abatement) - Policy No.</b> _____  |                          |                          |                          |
| <b>Professional Liability Insurance (PLI) (including Errors &amp; Omissions) - Policy No.</b> _____  |                          |                          |                          |
| a. Do EI defense costs reduce liability limits?  | <input type="checkbox"/> | <input type="checkbox"/> |                          |
| b. If EI is on a claims-made basis, what is the retroactive date?  |                          |                          |                          |
| c. Do PLI defense costs reduce liability limits?   | <input type="checkbox"/> | <input type="checkbox"/> |                          |
| d. If PLI is on a claims-made basis, what is the retroactive date?   |                          |                          |                          |
| <b>IV. Mandatory Endorsements and Other Provisions</b> (all policies including auto liability)   |                          |                          |                          |
| a. Is the NYSTA listed as an Additional Insured by ISO endorsement CG 20 10 04 13 and CG 20 37 04 13 or an equivalent, under the CGL and Umbrella policies?  | <input type="checkbox"/> | <input type="checkbox"/> |                          |
| b. Are the Umbrella and/or Excess Liability Insurance policies issued on a "stand alone" or "follow form basis" to the primary CGL, Commercial Auto and/or Employer's Liability? Identify for each policy:   |                          |                          |                          |
|  | Stand Alone              | Follow Form              | No Policy                |
| Umbrella Policy No. _____  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Excess Policy No. _____  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| c. Are all policies endorsed to provide 30 days advance notice to the NYSTA of termination/material change, except for non-payment/cancellation?   | <input type="checkbox"/> | <input type="checkbox"/> |                          |
| If "No", identify policies that are not endorsed: _____  |                          |                          |                          |
| d. Do any of the policies on the attached ACORD 25 contain a Deductible (D) or Self-Insured Retention (SIR)?   | <input type="checkbox"/> | <input type="checkbox"/> |                          |
| If "Yes", indicate the specific policy, whether D or SIR, its amount, and whether it is on a per claim, per occurrence or aggregate basis: _____   |                          |                          |                          |
| e. Is the Automobile Liability policy endorsed to include <b>either</b> ISO endorsement CA 99 48 03 06 - Pollution Liability - Broadened Coverage for Covered Autos-Business Auto, Motor Carrier and Truckers Coverage Forms <b>or</b> ISO endorsement CA 00 12 03 06 - Truckers Coverage Forms? | <input type="checkbox"/> | <input type="checkbox"/> |                          |

This certificate is issued as a matter of information only. The information provided herein accurately describes the policies listed above; and does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed above. The insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

Signed: \_\_\_\_\_

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

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

☐ Insurer's Agent

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

☐ Insurance Broker

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

Mailing Address: \_\_\_\_\_

Fax No.: ( ) -

Email: \_\_\_\_\_

# **EXHIBIT 3**

## **CUSTOMER EXPERIENCE SURVEY SUMMARY**



# NYS THRUWAY SERVICE AREAS: 2018 CUSTOMER EXPERIENCE SURVEY





# INTRODUCTION

- On Monday, March 5 of this year, a **Service Areas Motorists Survey** was made available online ([www.ThruwaySurvey.com](http://www.ThruwaySurvey.com)).
- The Survey was provided as a general questionnaire along with 27 site-specific versions (e.g. [Angola.ThruwaySurvey.com](http://Angola.ThruwaySurvey.com)).
- The Survey was heavily promoted via NYSTA's social media platforms, the Thruway mobile app, press release, signage/buck slips at all 27 Service Areas, and partnerships with the New York Chapter of AAA and the Trucking Association of New York.
- From start to finish (Monday, July 9, 2018), Surveys were completed by 2,645 participants.
  - 47.7 % Completion Rate
  - Average Time to Complete = 9:12
- Each Survey participant was required to state their primary use of the NYS Thruway:



**DON'T USE/OTHER:** 77 Responses | 2.9% of Total

# CUSTOMER EXPERIENCE ANALYSIS: BIG PICTURE

- For the Services Areas, the **Customer Experience** (defined as the user's perception of these roadside amenities) is the “North Star” for the New York State Thruway Authority as it redevelops the properties.
- Four Metrics summarizes the current **Customer Experience** (0 – 10 Scale) for Key **Customer Segments** (**Occasional Thruway Users, Leisure Travelers, Commuters, and Road Warriors**):

## 6.3 WEIGHTED AVERAGE



### SAFE & SECURE

*I feel safe and secure when I stop at a Service Area. I don't have to keep a constant eye on my kids to be sure that they are safe.*

## 2.7 WEIGHTED AVERAGE



### AUTHENTIC & CONNECTED

*I had a sense of where I am and what makes this place unique. I want to visit the surrounding area or plan future trip there.*

## 4.1 WEIGHTED AVERAGE



### WELCOMING & INVITING

*The staff was friendly. The restrooms were clean. Service was quick. I was thanked for my purchase.*

## 5.2 WEIGHTED AVERAGE



### VISUALLY INTERESTING & ENGAGING

*I want to post a picture of here on Facebook.*

- NOTE: Commercial Drivers** completed a separate set of questions focused on the specific needs of the Trucking Industry.

# CHARACTERISTICS

## PERSONAL TRAVEL

## WORK RELATED

|   |  |
|---|--|
| <p><b>Occasional Thruway User</b></p> <ul style="list-style-type: none"> <li>• Shorter Trips (25 Miles or Less)</li> <li>• User of Thruway System, But Not Daily</li> <li>• Routing Varies Depending on Tasks at Hand</li> <li>• Seeks “Trip Chaining” Opportunities (e.g. Picking Up Dinner on the Way Home from an Appointment)</li> </ul>          | <p><b>Commuter</b></p> <ul style="list-style-type: none"> <li>• Passes Certain Service Plaza(s) Every Weekday</li> <li>• Looking for “Touch &amp; Go” Products and Services (Drive Thru, Fueling)</li> <li>• Short Dwell Times Important (<math>\leq 10</math> Minutes)</li> <li>• Heavy User of Time-Saving Apps (e.g. Starbucks Mobile Ordering, Thruway Mobile App for Real-Time Traffic Conditions)</li> </ul> |
| <ul style="list-style-type: none"> <li>• Vacationing or Traveling for a Personal Event (Class Reunion, Wedding, etc.)</li> <li>• Traveling 100+ Miles Away from Home</li> <li>• Likely Traveling with Family and/or Friends</li> <li>• Wants Unique Experiences</li> <li>• Typically Highest Customer Spend</li> </ul> <p><b>Leisure Traveler</b></p> | <ul style="list-style-type: none"> <li>• Typically Salesperson or District Manager</li> <li>• Looking for a Quiet Place to Work or Meet</li> <li>• Savvy User of Technology to Stay Connected and Productive (Great Wi-Fi and Access to Electrical Outlets Critical)</li> </ul> <p><b>“Road Warrior”</b></p>   |

# **OCCASIONAL THRUWAY USER**





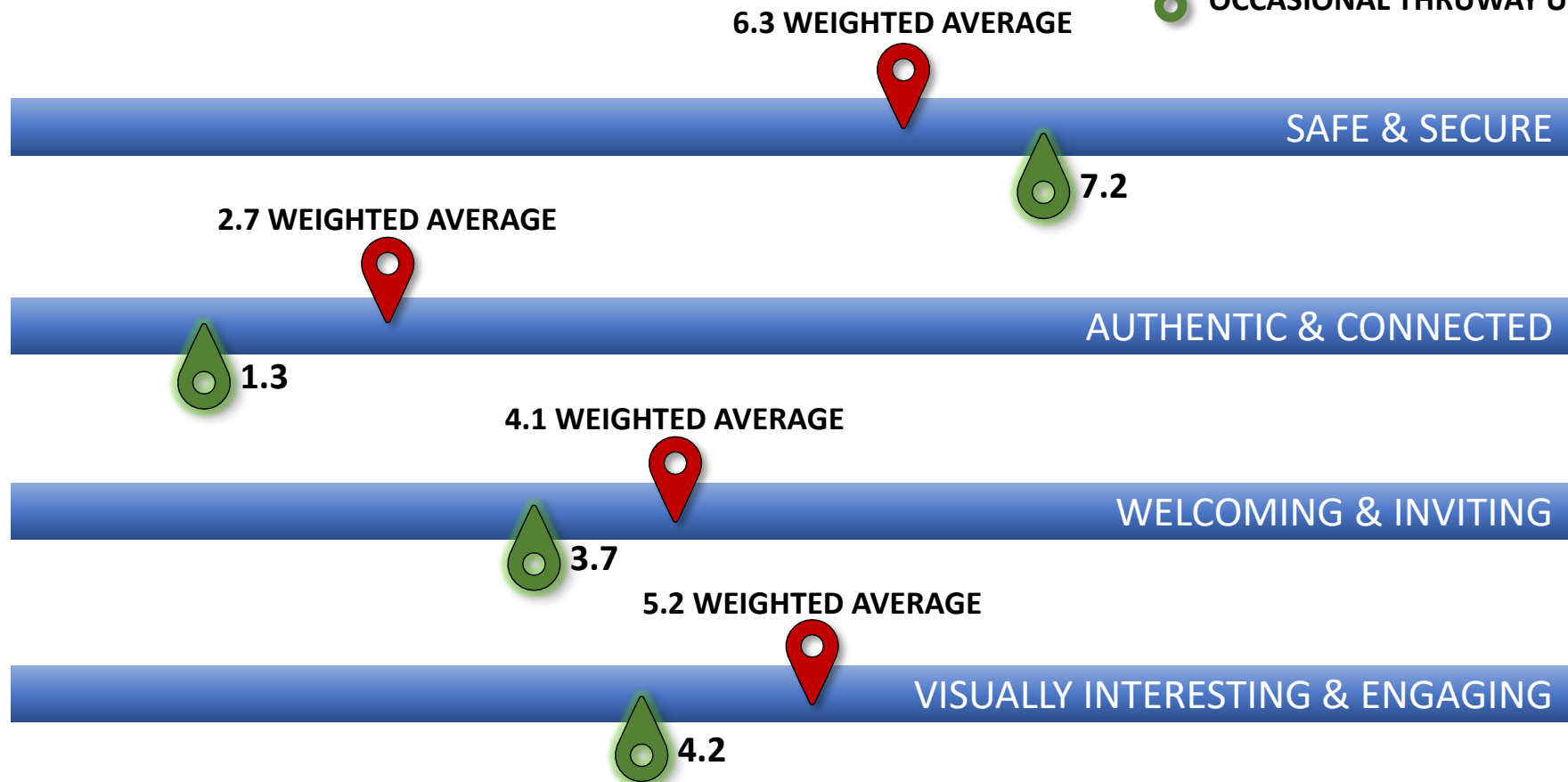
# THE FOUR CUSTOMER EXPERIENCE METRICS



ALL CATEGORIES



OCCASIONAL THRUWAY USERS ONLY



## Takeaways

- Wants Service Areas to be a “Point of Pride” for Community
- OK with Pricing
- Top of Wish List: Food Hall and Take Out Dinner Options

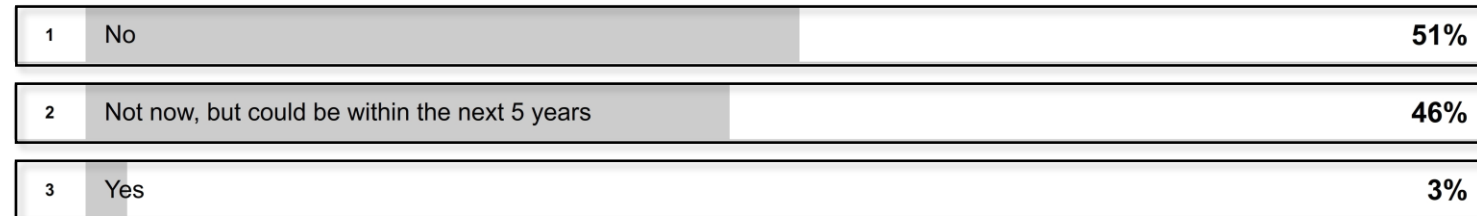
## OCCASIONAL THRUWAY USERS (48.1% OF RESPONDENTS)

- **Definition:** An "Occasional Thruway User" who travels for personal appointments, shopping, errands, meeting up with family and friends, and social engagements.
- **Factoid:** 95% of Occasional Thruway Users surveyed are residents of the State of New York.
- **Selected Responses:**

As an occasional user of the Thruway, have you visited any of the New York State Thruway Services Areas (also known as Travel Plazas) in the past six months?



Is access to an electric car charging station important to you?



## OCCASIONAL THRUWAY USERS

What services could be offered that would make the Service Areas more helpful to you?

|    |  |     |
|----|--|-----|
| 1  | Food Hall with local artisan food & beverage offerings | 56% |
| 2  | Take-Out Individual or Family-Style Meals              | 42% |
| 3  | Drive Thru Service                                     | 41% |
| 4  | Auto Services including minor repairs and oil change   | 31% |
| 5  | Sale of New York State wine/beer/spirits for home use  | 23% |
| 6  | Carwash  | 22% |
| 7  | Park & Ride, Shuttle Service, Carpooling               | 16% |
| 8  | Meal Kits (e.g. Blue Apron)                            | 7%  |
| 9  | Business Center/Conference Room                        | 5%  |
| 10 | Amazon Lockers or other eCommerce pickup               | 4%  |
| 11 | Other  | 4%  |
| 12 | Dry Cleaning/Laundry Drop-Off/Pick-Up                  | 1%  |

# **LEISURE TRAVELER**





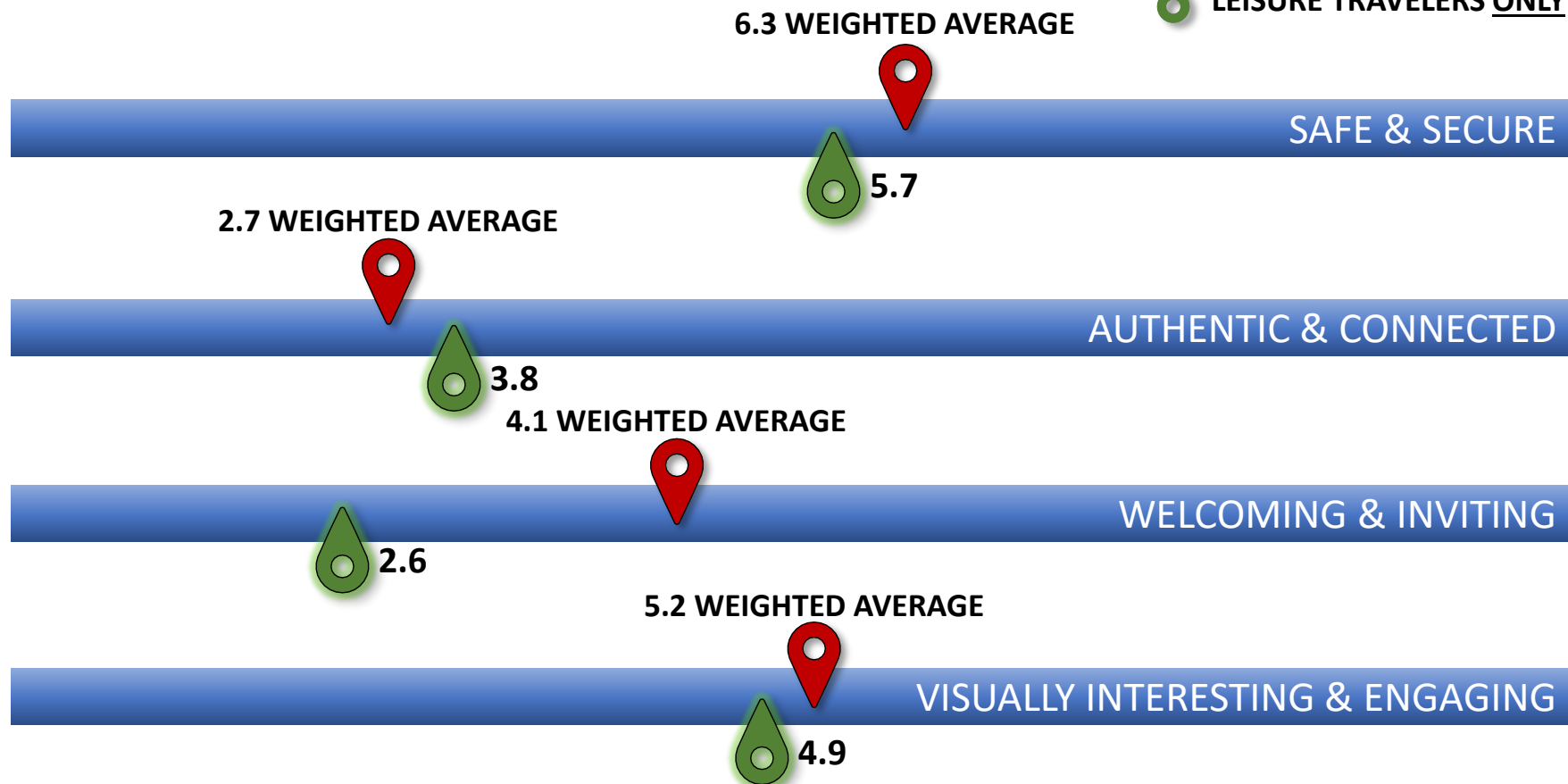
# THE FOUR CUSTOMER EXPERIENCE METRICS



ALL CATEGORIES



LEISURE TRAVELERS ONLY



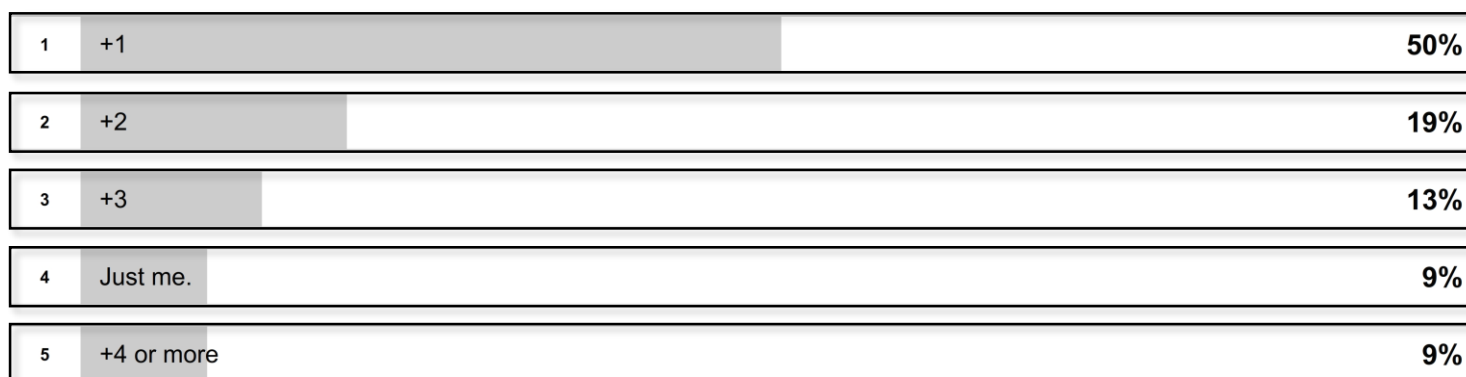
## Takeaways

- Service Areas Lack “Instagram-able” Moments
- Positive about Exterior — Negative about Interior Layout
- Strongly Feels Offering are Overpriced
- Top of Wish List: Activities for Children/Family, Outdoor Amenities

## LEISURE TRAVELER (27.1% OF RESPONDENTS)

- **Definition:** A "Leisure Traveler" sightsees, visits historical places, or engages in other related activities. Typically, someone who is on vacation or a weekend getaway.
- **Factoid:** 77% of surveyed Leisure Travelers' trips involve at least one overnight stay.
- **Selected Responses:**

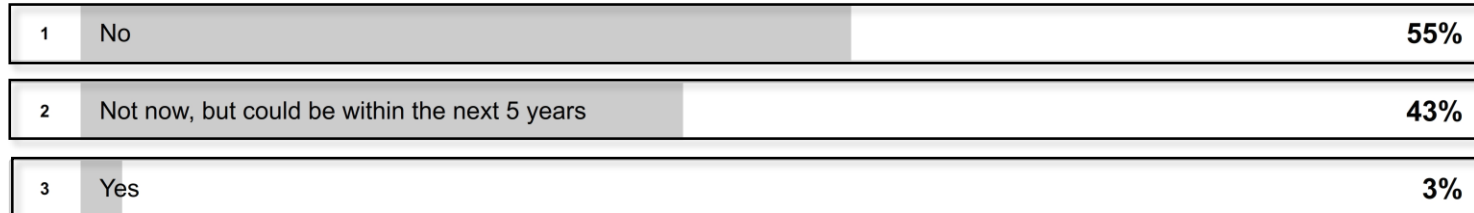
When you travel on vacation, how many friends or family members are with you?



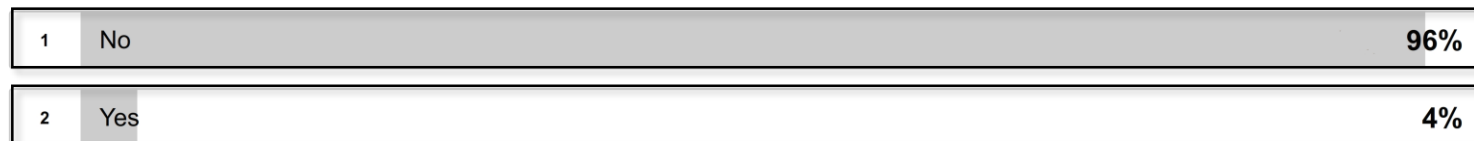
91% of Leisure Travelers surveyed had at least 1 additional passenger on their trip.

## LEISURE TRAVELER

Is access to an electric car charging station important to you?



Do you typically travel in a recreational vehicle (RV), trailer, or camper?





# NYS THRUWAY SERVICE AREAS: 2018 CUSTOMER EXPERIENCE SURVEY

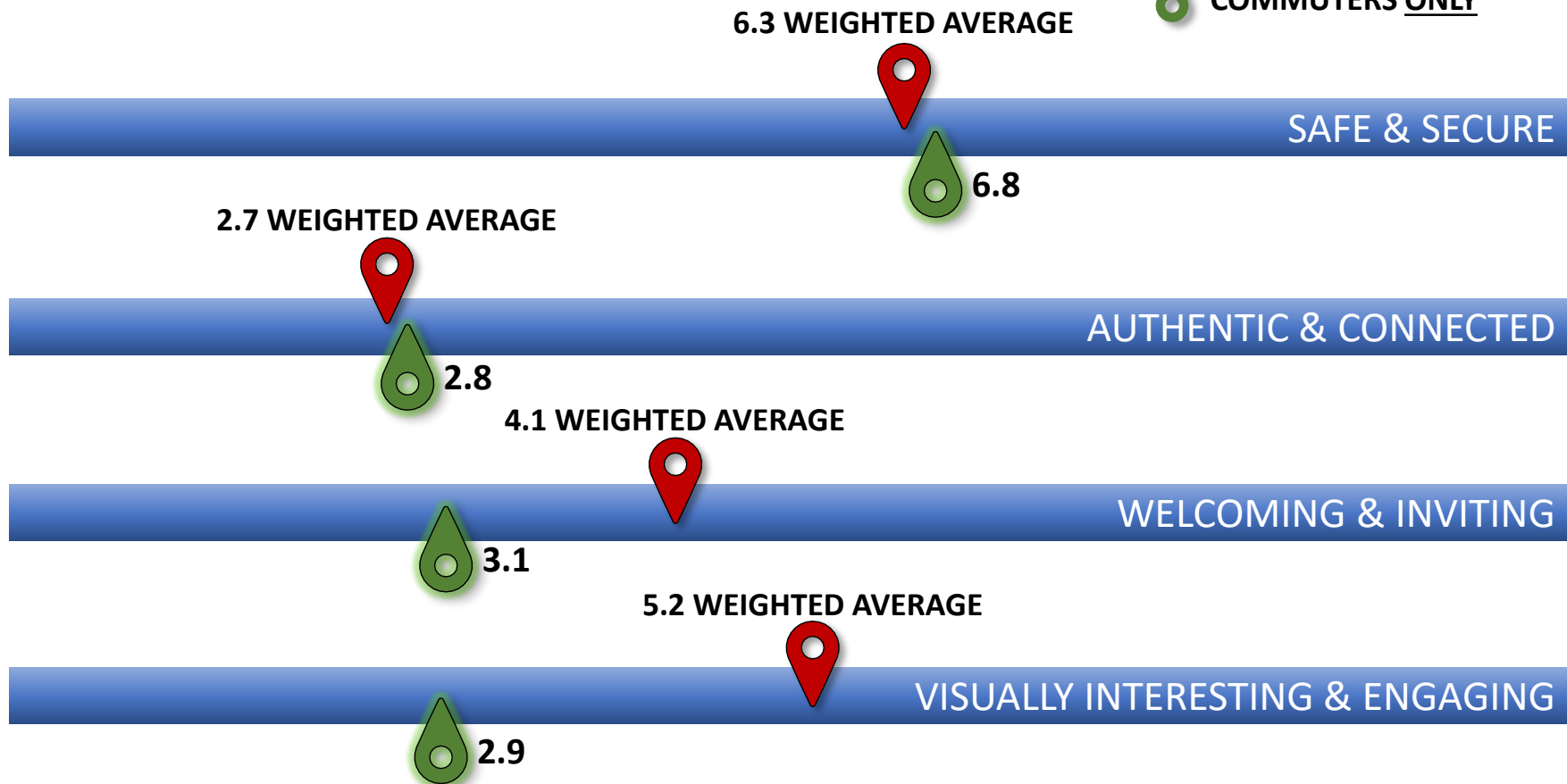
## COMMUTER





# THE FOUR CUSTOMER EXPERIENCE METRICS

 ALL CATEGORIES  
 COMMUTERS ONLY



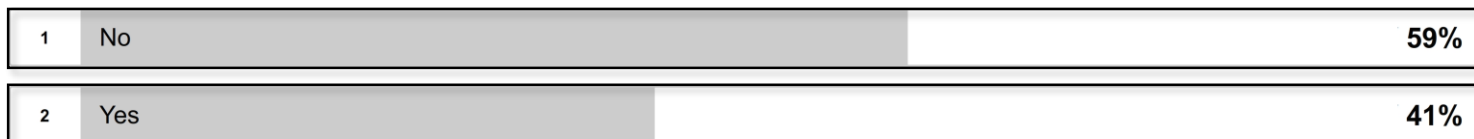
## Takeaways

- Focused on Functionality and Not Architecture
- 78% of Commuters Stop To Use Restrooms
- Group Most Likely To Purchase Fuel
- Top of Wish List: Drive-Thru, Faster Service

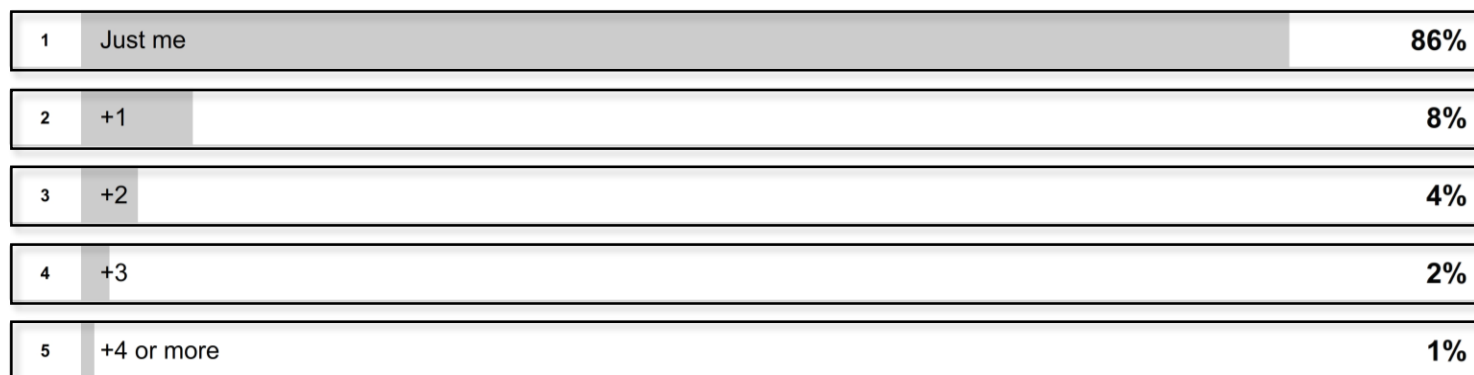
## COMMUTER (9.9% OF RESPONDENTS)

- **Definition:** A "Commuter" who travels from home to work/school and back on a daily basis.
- **Factoid:** 41% of Commuters surveyed travel more than 50 miles each way in their commute.

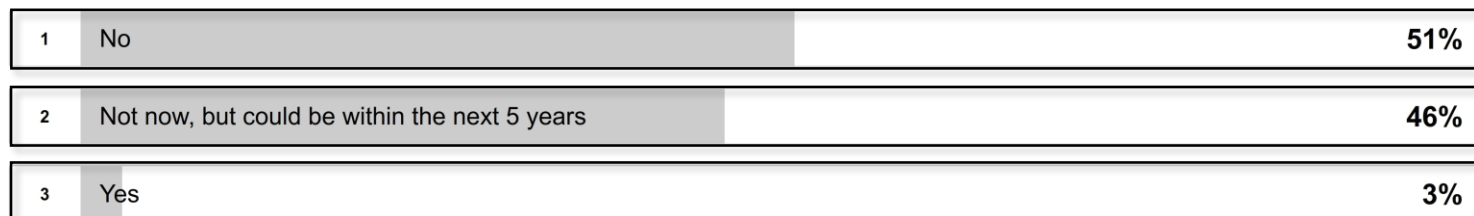
Are you a "stretch" Commuter (drive 50 miles or more **one way**)?



How many people normally carpool with you?

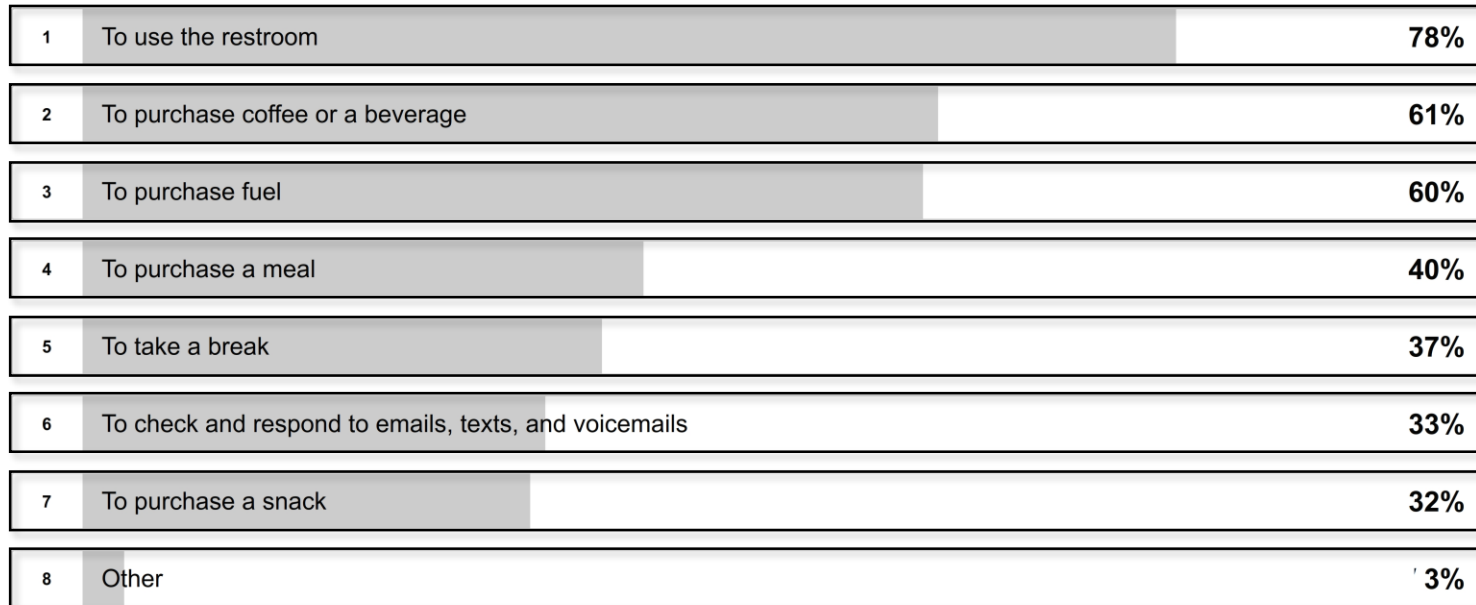


Is access to an electric car charging station important to you?

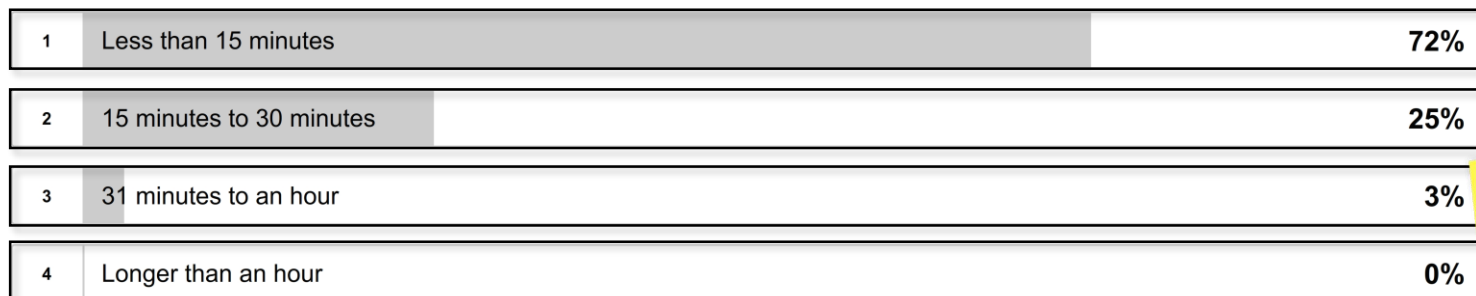


# COMMUTER

Since you have stopped at a Service Area as part of your commute, please tell us why.



Normally how long do you stop at a Service Area?



70% of commuters are AAA members, but only 26% have the Thruway mobile app.

# COMMUTER

Since you normally don't stop at the Service Areas as part of your commuting routine, what services would entice you to use the facilities more often?

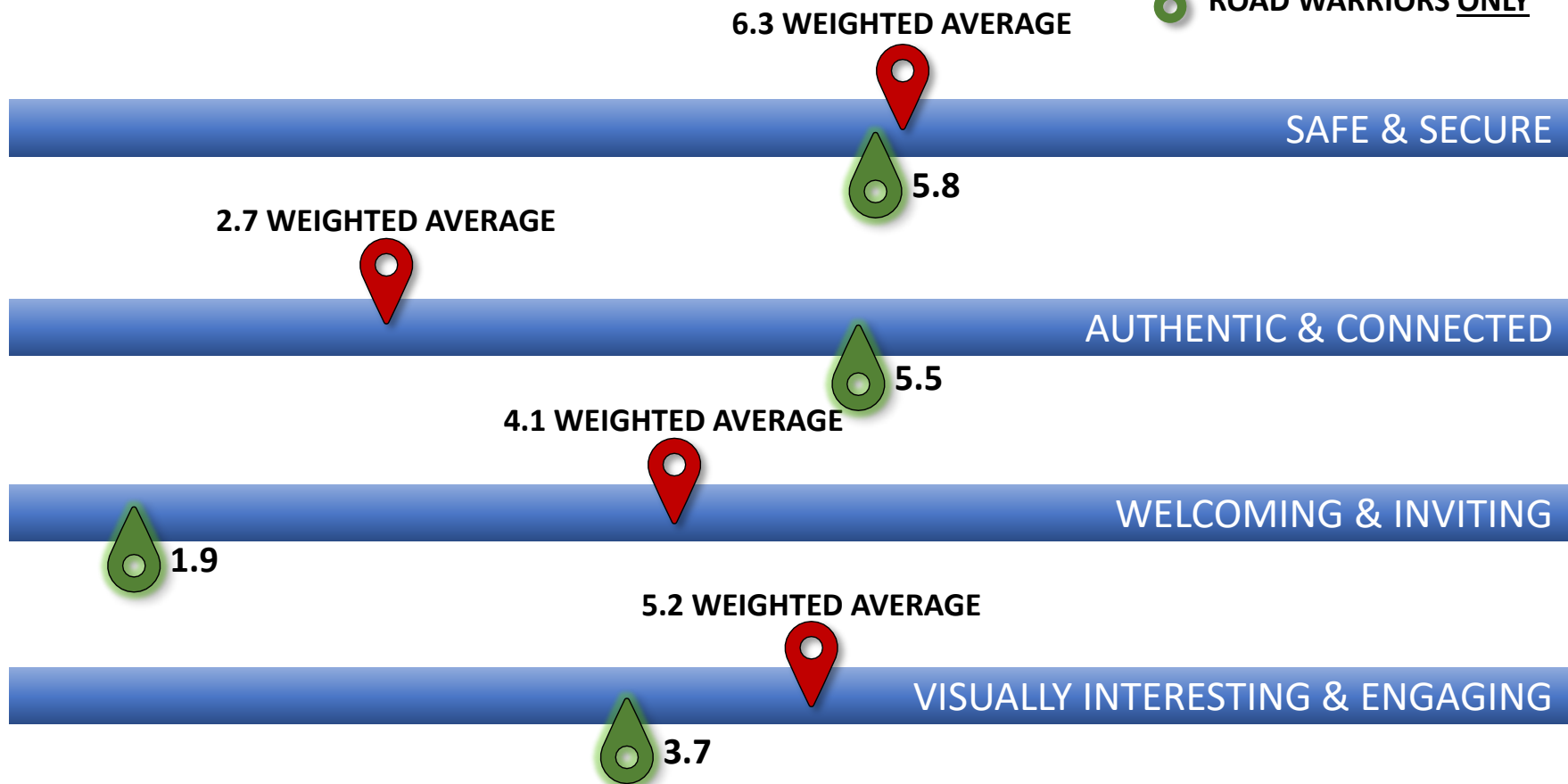
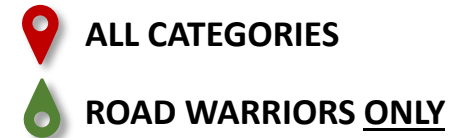
|    |  |     |
|----|--|-----|
| 1  | Drive Thru Window Service  | 46% |
| 2  | Carwash  | 28% |
| 3  | Take-Out Individual or Family-Style Meals                          | 28% |
| 4  | To purchase New York State packaged wine/beer/spirits for home use | 24% |
| 5  | Mobile Order Ahead   | 20% |
| 6  | Park & Ride, Shuttle Service, Carpooling                           | 19% |
| 7  | Amazon Lockers or other eCommerce pickup                           | 15% |
| 8  | Auto Services including Minor Repairs and Oil Change               | 13% |
| 9  | Meal Kits (e.g. Blue Apron)  | 12% |
| 10 | Other  | 12% |
| 11 | Dry Cleaning/Laundry Drop-Off/Pick-Up                              | 7%  |
| 12 | Business Center/Conference Room                                    | 5%  |



# **ROAD WARRIOR/MOBILE WORKER**



# THE FOUR CUSTOMER EXPERIENCE METRICS

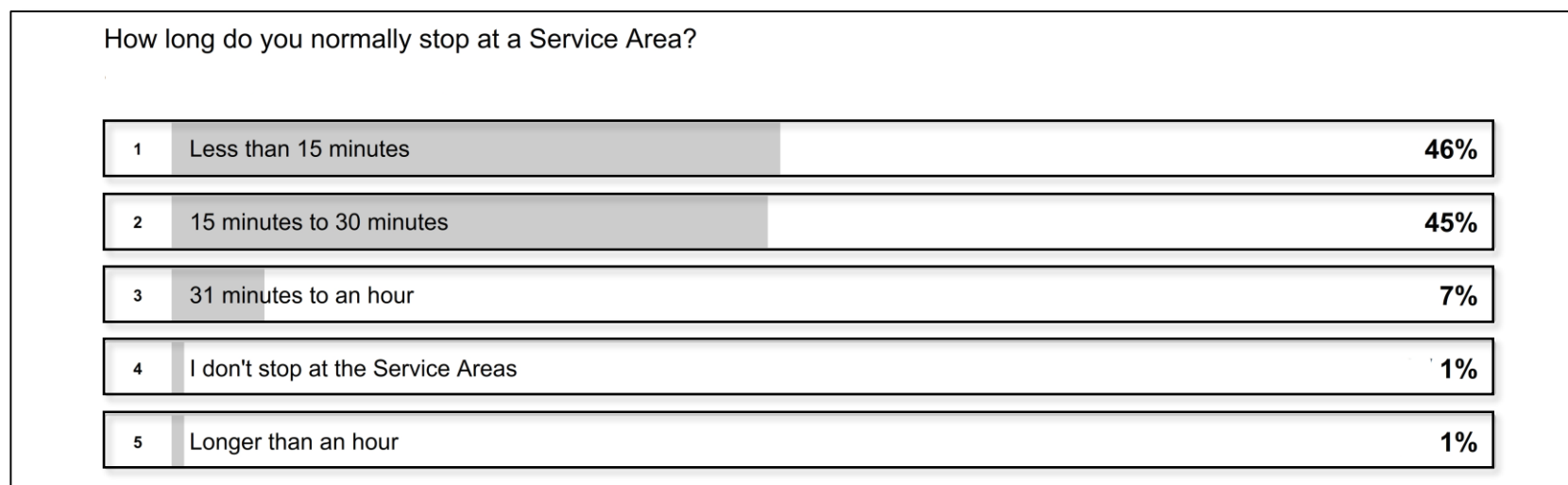


## Takeaways

- Smallest Sampling of Four Customer Segments Skewing Results
- Wants “Small Luxuries” (Comfortable Chairs, Quiet Spots, Food Hall)
- Top of Wish List: Carwash, Oil Change

## ROAD WARRIOR/MOBILE WORKERS (7.5% OF RESPONDENTS)

- **Definition:** A "Road Warrior/Mobile Worker" frequently travels by car for business appointments and meetings.
- **Factoid:** 31% of Road Warriors surveyed use the Thruway mobile app on a routine basis (Average of All Respondents = 13%).
- **Selected Responses:**



- Road Warriors were asked to rate the following potential Service Areas amenities on a 1 – 10 Star basis...

|                         |  |                     |
|-------------------------|--|---------------------|
| Business Center         |  | 4.86 Average Rating |
| Flexible Meeting Spaces |  | 3.41 Average Rating |
| Hotel Accommodations    |  | 3.80 Average Rating |
| Auto Repair Service     |  | 5.14 Average Rating |
| Mobile Order Ahead      |  | 5.35 Average Rating |
| Food Hall               |  | 6.84 Average Rating |

# **COMMERCIAL DRIVER**

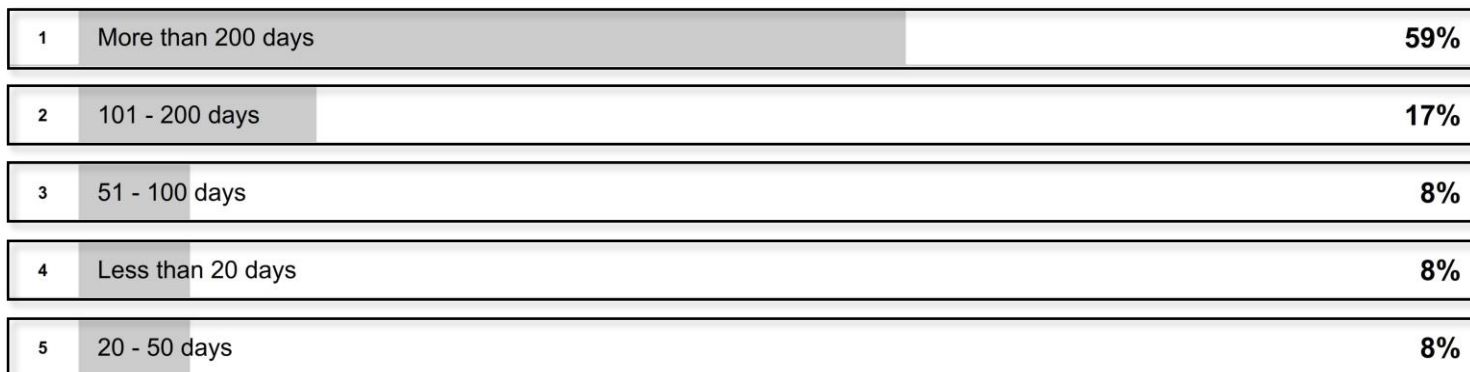




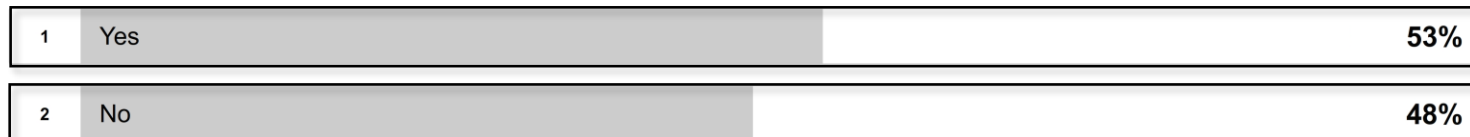
## COMMERCIAL DRIVERS (4.5% OF RESPONDENTS)

- **Definition:** A "Commercial Driver" hauls freight or makes deliveries.
- **Factoid:** 52% of Commercial Drivers surveyed never buys diesel at the Service Areas

As a "commercial driver", approximately how many days in the past 12 months have you spent driving on New York State highways including the Thruway?

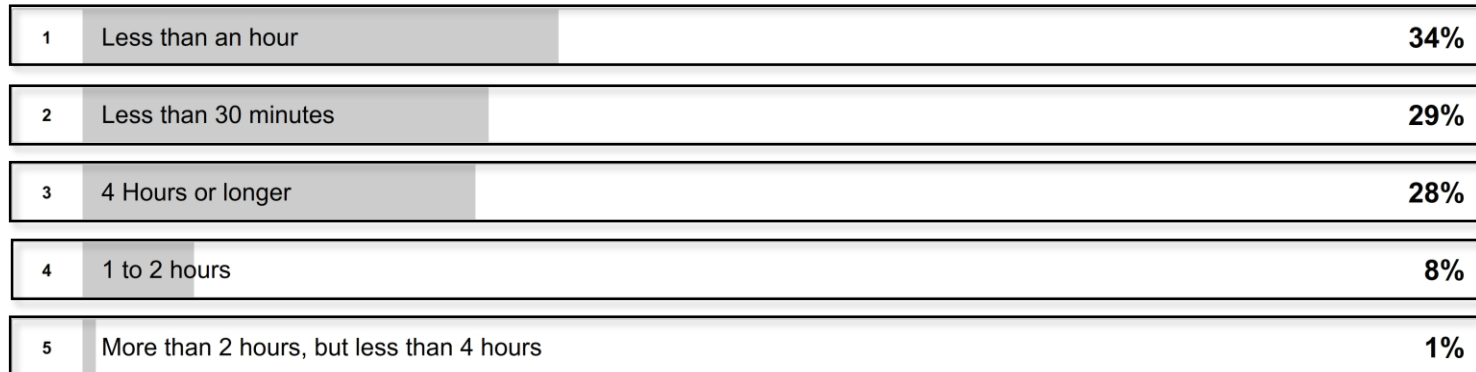


Is your usual vehicle equipped with a sleeper berth?

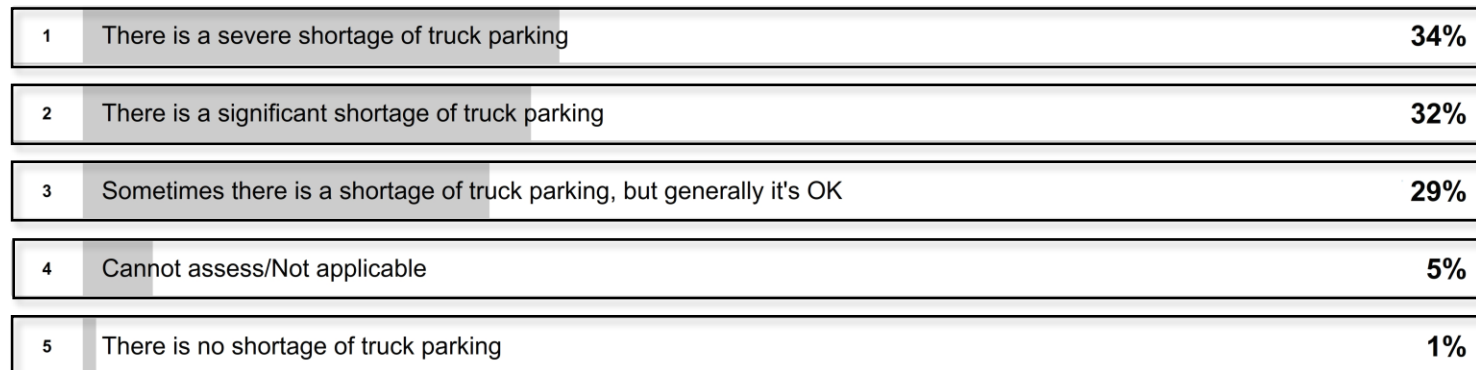


## COMMERCIAL DRIVERS

When you stop at a Service Area, how long are you typically parked?

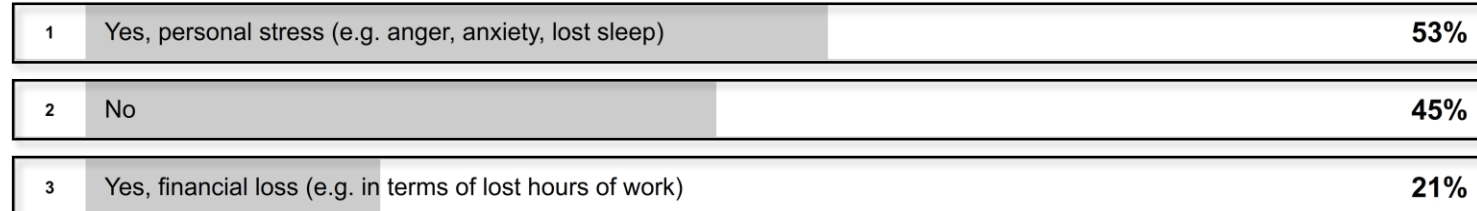


What is your overall assessment regarding the availability of safe and sufficient truck parking along the New York State Thruway?

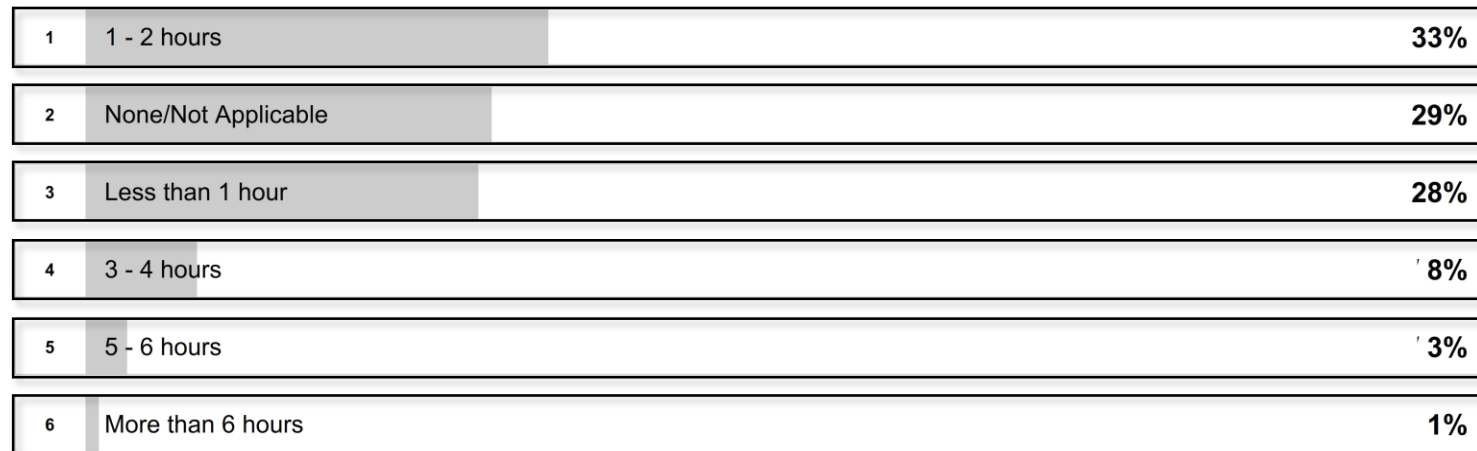


## COMMERCIAL DRIVERS

Have you experienced financial loss or personal stress in the past 12 months due to a lack of truck parking along the New York State Thruway?

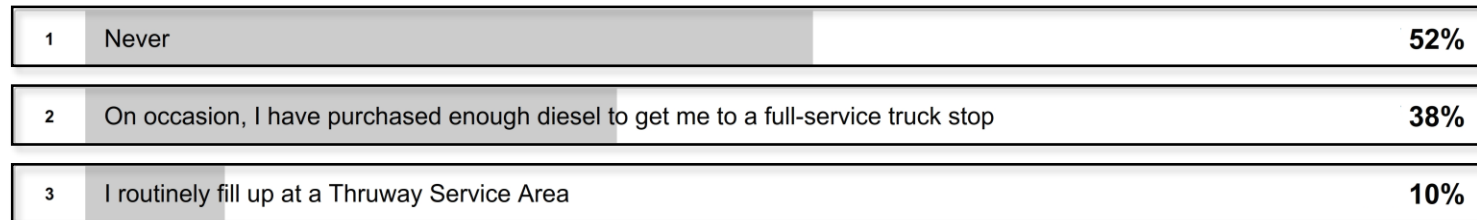


On average, how many hours of productive driving did you lose each time you had difficulty finding available parking?

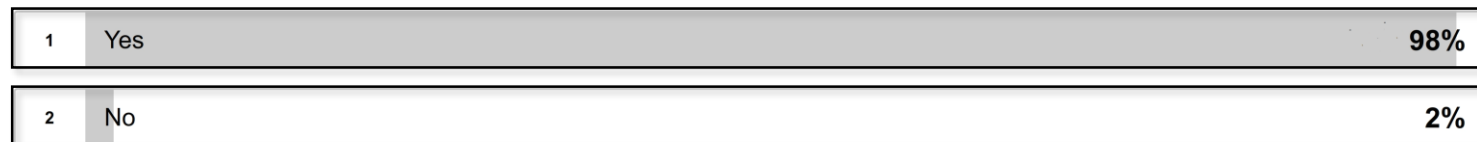


# COMMERCIAL DRIVERS

Do you purchase fuel when you stop at a Service Area?

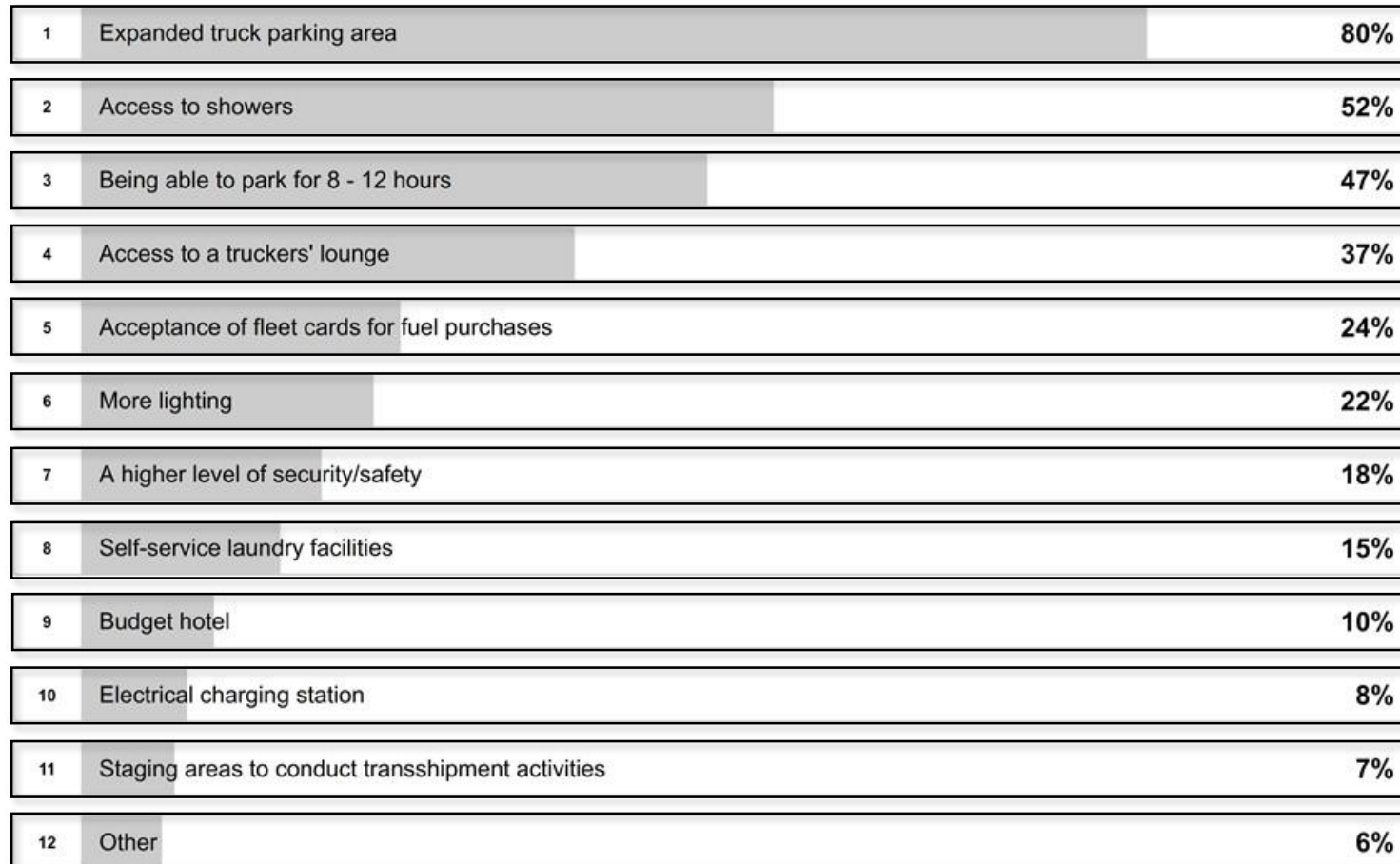


As a commercial driver, have you visited any of the New York State Thruway Services Areas (also known as Travel Plazas) in the past six months?



# COMMERCIAL DRIVERS

What features and services/amenities would you like to see at the New York Thruway Service Areas?





## SUMMARY

- ❖ The General Perception: Service Areas are a Safe Place to Stop (All Customer Segments)
- ❖ Most Satisfied with Current Service Areas: **Occasional Thruway Users**
- ❖ Least Satisfied: **Commercial Drivers** (Shortage of Parking and Related Stress)
- ❖ Response to Design of Current Service Areas
  - Building Exteriors Gets the Highest Marks
  - General Dislike of the Interior Layout with Barely a Passing Grade for the Restrooms
  - Upgrade in Outdoor Amenities Desired by All Customer Segments Especially Leisure Travelers with Families
- ❖ Low Marks Across the Board for Authenticity and a Sense of Place
- ❖ Small Minority of Respondents Pushed Back on Pricing of Food & Beverage and Retail with Leisure Travelers the Most Vocal
- ❖ Top Wish List Items (All Customer Segments Aggregated)
  - Food Halls
  - Drive Thru Service
  - Car Washes
  - Take-Out Individual or Family-Style Meals
  - Sale of New York State Wine/Beer/Spirits for Home Use

# **EXHIBIT 4**

## **2012-2017 SALES AND TRAFFIC DATA**



## Topline Sales Data for Restaurant and Retail Operations at Each Service Area for 2012 – 2017

### WESTBOUND: NEW YORK CITY TO BUFFALO

| SERVICE AREA                     | MP  | DIR | 2012      |           |           |           |           |           |            |            |           |           |           |           | TOTALS       |
|----------------------------------|-----|-----|-----------|-----------|-----------|-----------|-----------|-----------|------------|------------|-----------|-----------|-----------|-----------|--------------|
|                                  |     |     | Jan       | Feb       | Mar       | Apr       | May       | Jun       | Jul        | Aug        | Sep       | Oct       | Nov       | Dec       |              |
| Ardsley                          | 6   | N   | \$151,998 | \$152,667 | \$181,280 | \$195,129 | \$228,493 | \$262,231 | \$ 260,878 | \$ 274,099 | \$215,617 | \$216,603 | \$202,091 | \$205,109 | \$ 2,546,195 |
| Sloatsburg                       | 33  | N   | 473,593   | 479,341   | 537,041   | 618,909   | 710,749   | 752,970   | 865,388    | 941,828    | 623,368   | 664,594   | 608,079   | 608,288   | 7,884,148    |
| Plattekill                       | 65  | N   | 395,573   | 405,568   | 409,786   | 460,166   | 530,817   | 563,624   | 741,165    | 847,341    | 492,632   | 509,809   | 458,587   | 484,522   | 6,299,590    |
| Malden                           | 103 | N   | 315,012   | 327,004   | 340,998   | 375,782   | 419,711   | 459,585   | 641,116    | 701,424    | 384,925   | 379,124   | 351,876   | 378,366   | 5,074,923    |
| New Baltimore North <sup>1</sup> | 127 | N   | 273,253   | 271,693   | 281,577   | 304,901   | 357,611   | 371,371   | 535,941    | 563,414    | 347,580   | 332,719   | 281,847   | 324,463   | 4,246,367    |
| Pattersonville                   | 168 | W   | 229,890   | 238,681   | 296,392   | 366,893   | 433,502   | 490,556   | 648,632    | 713,663    | 435,772   | 437,419   | 385,709   | 334,766   | 5,011,875    |
| Iroquois                         | 210 | W   | 177,309   | 178,043   | 213,971   | 254,592   | 291,388   | 324,178   | 426,979    | 448,589    | 289,873   | 283,240   | 262,536   | 232,894   | 3,383,592    |
| Schuyler                         | 227 | W   | 83,718    | 88,049    | 107,661   | 120,466   | 144,961   | 162,898   | 209,221    | 228,179    | 144,235   | 138,877   | 126,379   | 109,847   | 1,664,491    |
| Chittenango                      | 266 | W   | 125,604   | 129,880   | 157,440   | 181,168   | 217,727   | 248,926   | 350,819    | 377,754    | 232,515   | 225,711   | 198,454   | 172,678   | 2,618,676    |
| Warners                          | 292 | W   | 207,707   | 215,468   | 268,467   | 312,698   | 369,015   | 391,170   | 537,740    | 584,554    | 364,534   | 334,307   | 293,693   | 275,136   | 4,154,489    |
| Junius Ponds                     | 324 | W   | 142,413   | 147,636   | 185,184   | 216,188   | 256,072   | 282,150   | 369,434    | 392,773    | 251,855   | 240,514   | 200,627   | 180,551   | 2,865,397    |
| Seneca                           | 350 | W   | 91,611    | 92,953    | 118,178   | 139,941   | 179,192   | 201,337   | 274,189    | 285,839    | 182,142   | 168,641   | 133,889   | 118,926   | 1,986,838    |
| Ontario                          | 376 | W   | 139,120   | 144,297   | 188,108   | 221,334   | 260,626   | 309,063   | 417,709    | 425,982    | 268,830   | 237,686   | 202,231   | 190,456   | 3,005,442    |
| Clarence                         | 412 | W   | 131,041   | 132,627   | 164,416   | 183,968   | 218,638   | 242,480   | 314,958    | 319,137    | 220,722   | 211,791   | 176,167   | 163,618   | 2,479,563    |
| Angola West <sup>2</sup>         | 447 | W   | 136,283   | 148,699   | 219,807   | 243,939   | 268,642   | 405,241   | 516,447    | 490,331    | 306,482   | 285,540   | 253,706   | 219,968   | 3,495,083    |

PORTFOLIO TOTAL NYC - BUFFALO (EAST TO WEST) \$ 56,716,669

### EASTBOUND: BUFFALO TO NEW YORK CITY

|                                  |     |   |           |           |           |           |           |           |            |            |           |           |           |           |              |
|----------------------------------|-----|---|-----------|-----------|-----------|-----------|-----------|-----------|------------|------------|-----------|-----------|-----------|-----------|--------------|
| Angola East <sup>2</sup>         | 447 | E | \$136,283 | \$148,699 | \$219,807 | \$243,939 | \$268,642 | \$405,241 | \$ 516,447 | \$ 490,331 | \$306,482 | \$285,540 | \$253,706 | \$219,968 | \$ 3,495,083 |
| Pembroke                         | 397 | E | 186,392   | 191,666   | 251,370   | 303,404   | 367,121   | 422,638   | 557,374    | 596,503    | 373,926   | 338,106   | 273,215   | 275,672   | 4,137,387    |
| Scottsville                      | 366 | E | 118,176   | 117,578   | 152,705   | 187,037   | 228,528   | 258,749   | 348,176    | 354,068    | 228,831   | 205,005   | 173,491   | 169,458   | 2,541,802    |
| Clifton Springs                  | 337 | E | 196,525   | 204,234   | 260,905   | 292,004   | 356,269   | 406,035   | 506,421    | 539,793    | 347,968   | 326,649   | 277,931   | 282,420   | 3,997,154    |
| Port Byron                       | 310 | E | 171,623   | 182,488   | 226,155   | 268,788   | 324,141   | 368,950   | 485,427    | 499,363    | 322,797   | 289,641   | 258,930   | 255,255   | 3,653,558    |
| DeWitt                           | 280 | E | 90,587    | 97,810    | 114,054   | 136,950   | 165,039   | 190,974   | 254,022    | 264,771    | 168,625   | 161,378   | 140,104   | 132,857   | 1,917,171    |
| Oneida                           | 244 | E | 176,502   | 182,693   | 229,117   | 270,520   | 309,266   | 346,446   | 467,066    | 483,432    | 313,128   | 316,525   | 278,811   | 265,050   | 3,638,556    |
| Indian Castle                    | 210 | E | 131,983   | 140,253   | 170,227   | 200,021   | 245,223   | 267,948   | 346,965    | 367,959    | 235,107   | 231,072   | 209,281   | 195,892   | 2,741,931    |
| Mohawk                           | 172 | E | 122,482   | 128,527   | 145,806   | 181,109   | 210,803   | 225,551   | 314,872    | 319,402    | 191,751   | 200,550   | 190,541   | 173,267   | 2,404,661    |
| Guilderland                      | 153 | E | 130,679   | 130,448   | 150,770   | 179,995   | 209,409   | 226,490   | 306,353    | 306,189    | 206,170   | 200,242   | 191,246   | 177,358   | 2,415,349    |
| New Baltimore South <sup>1</sup> | 127 | S | 273,253   | 271,693   | 281,577   | 304,901   | 357,611   | 371,371   | 535,941    | 563,414    | 347,580   | 332,719   | 281,847   | 324,463   | 4,246,367    |
| Ulster                           | 96  | S | 291,868   | 286,027   | 282,817   | 309,484   | 346,165   | 358,815   | 521,570    | 542,880    | 356,842   | 321,926   | 281,294   | 318,372   | 4,218,060    |
| Modena                           | 66  | S | 368,308   | 370,623   | 355,839   | 390,735   | 445,884   | 457,867   | 647,385    | 661,241    | 444,913   | 415,692   | 386,391   | 408,611   | 5,353,489    |
| Ramapo                           | 33  | S | 260,991   | 268,935   | 281,178   | 341,068   | 383,659   | 379,696   | 524,610    | 534,607    | 372,416   | 343,591   | 333,285   | 332,640   | 4,356,676    |

PORTFOLIO TOTAL BUFFALO - NYC (WEST TO EAST) \$ 49,117,244

<sup>1</sup> Single Sided, Dual Access <sup>2</sup> Over the Road Restaurant Building, Dual Access | Sales Assigned on 50/50 Basis

TOTAL GROSS SALES (BOTH DIRECTIONS OF TRAVEL) \$ 105,833,912

**WESTBOUND: NEW YORK CITY TO BUFFALO**

| SERVICE AREA                     | MP  | DIR | 2013      |           |           |           |           |           |            |            |           |           |           |           | TOTALS       |
|----------------------------------|-----|-----|-----------|-----------|-----------|-----------|-----------|-----------|------------|------------|-----------|-----------|-----------|-----------|--------------|
|                                  |     |     | Jan       | Feb       | Mar       | Apr       | May       | Jun       | Jul        | Aug        | Sep       | Oct       | Nov       | Dec       |              |
| Ardsey                           | 6   | N   | \$168,021 | \$163,497 | \$208,682 | \$219,470 | \$255,247 | \$272,822 | \$ 286,961 | \$ 310,047 | \$232,042 | \$256,370 | \$228,761 | \$210,513 | \$ 2,812,433 |
| Sloatsburg                       | 33  | N   | 487,896   | 483,965   | 596,749   | 619,059   | 769,577   | 773,667   | 927,334    | 1,009,788  | 637,023   | 699,740   | 607,387   | 645,560   | 8,257,745    |
| Plattekill                       | 65  | N   | 399,410   | 401,767   | 467,322   | 425,061   | 554,506   | 565,245   | 749,593    | 869,860    | 482,765   | 534,329   | 444,917   | 496,979   | 6,391,754    |
| Malden                           | 103 | N   | 321,835   | 319,229   | 372,223   | 338,776   | 424,822   | 443,383   | 620,746    | 705,430    | 368,531   | 378,559   | 332,914   | 374,989   | 5,001,437    |
| New Baltimore North <sup>1</sup> | 127 | N   | 288,999   | 285,271   | 351,173   | 300,944   | 385,543   | 386,242   | 555,516    | 587,090    | 350,322   | 356,791   | 308,188   | 361,379   | 4,517,456    |
| Pattersonville                   | 168 | W   | 252,677   | 235,778   | 332,629   | 372,809   | 480,467   | 509,335   | 695,080    | 771,026    | 443,081   | 458,929   | 377,781   | 366,296   | 5,295,888    |
| Iroquois                         | 210 | W   | 182,522   | 174,859   | 232,748   | 246,946   | 306,815   | 325,055   | 425,850    | 471,210    | 295,238   | 299,023   | 256,797   | 249,926   | 3,466,989    |
| Schuyler                         | 227 | W   | 85,438    | 85,293    | 111,371   | 118,749   | 152,813   | 161,109   | 220,108    | 234,634    | 138,709   | 142,690   | 117,129   | 115,548   | 1,683,591    |
| Chittenango                      | 266 | W   | 134,846   | 133,028   | 174,293   | 184,320   | 239,919   | 267,117   | 363,441    | 396,055    | 243,809   | 240,685   | 196,511   | 186,900   | 2,760,924    |
| Warners                          | 292 | W   | 214,693   | 209,802   | 281,142   | 292,043   | 379,004   | 398,981   | 533,638    | 593,610    | 359,062   | 343,596   | 292,589   | 290,123   | 4,188,283    |
| Junius Ponds                     | 324 | W   | 144,744   | 138,054   | 194,100   | 194,526   | 266,228   | 288,009   | 382,451    | 415,305    | 253,548   | 249,313   | 203,254   | 191,358   | 2,920,890    |
| Seneca                           | 350 | W   | 91,728    | 90,495    | 124,546   | 131,817   | 178,326   | 199,430   | 282,767    | 308,114    | 183,333   | 175,689   | 134,124   | 133,370   | 2,033,739    |
| Ontario                          | 376 | W   | 142,014   | 139,498   | 187,055   | 204,044   | 268,648   | 296,351   | 411,626    | 442,925    | 265,820   | 256,834   | 196,183   | 195,763   | 3,006,761    |
| Clarence                         | 412 | W   | 126,697   | 125,057   | 169,841   | 174,284   | 225,952   | 243,829   | 319,626    | 337,246    | 226,256   | 224,895   | 175,306   | 179,769   | 2,528,758    |
| Angola West <sup>2</sup>         | 447 | W   | 159,841   | 158,661   | 258,423   | 250,419   | 324,332   | 401,219   | 518,103    | 534,665    | 312,457   | 314,923   | 262,270   | 249,317   | 3,744,626    |

**PORTFOLIO TOTAL NYC - BUFFALO (EAST TO WEST) \$ 58,611,274**

**EASTBOUND: BUFFALO TO NEW YORK CITY**

|                                  |     |   |           |           |           |           |           |           |            |            |           |           |           |           |              |
|----------------------------------|-----|---|-----------|-----------|-----------|-----------|-----------|-----------|------------|------------|-----------|-----------|-----------|-----------|--------------|
| Angola East <sup>2</sup>         | 447 | E | \$159,841 | \$158,661 | \$258,423 | \$250,419 | \$324,332 | \$401,219 | \$ 518,103 | \$ 534,665 | \$312,457 | \$314,923 | \$262,270 | \$249,317 | \$ 3,744,626 |
| Pembroke                         | 397 | E | 186,936   | 184,540   | 260,188   | 264,083   | 371,823   | 432,131   | 571,882    | 643,204    | 397,036   | 371,623   | 279,723   | 309,793   | 4,272,962    |
| Scottsville                      | 366 | E | 119,963   | 114,746   | 163,741   | 165,384   | 236,208   | 256,353   | 348,649    | 372,549    | 243,342   | 222,261   | 176,864   | 180,254   | 2,600,314    |
| Clifton Springs                  | 337 | E | 204,263   | 205,874   | 286,375   | 298,194   | 386,967   | 415,900   | 530,573    | 585,974    | 377,468   | 360,777   | 300,046   | 303,044   | 4,255,455    |
| Port Byron                       | 310 | E | 174,653   | 183,292   | 247,037   | 250,302   | 352,267   | 382,356   | 500,657    | 558,484    | 329,773   | 307,303   | 262,570   | 258,161   | 3,806,855    |
| DeWitt                           | 280 | E | 92,097    | 96,264    | 124,372   | 130,728   | 181,280   | 202,663   | 257,295    | 271,900    | 170,038   | 162,919   | 135,053   | 137,794   | 1,962,403    |
| Oneida                           | 244 | E | 193,411   | 180,064   | 246,703   | 264,917   | 349,665   | 367,734   | 486,672    | 526,382    | 334,314   | 344,046   | 285,722   | 291,145   | 3,870,775    |
| Indian Castle                    | 210 | E | 144,349   | 139,142   | 185,497   | 188,727   | 254,757   | 274,335   | 350,897    | 374,224    | 247,417   | 246,964   | 211,440   | 209,561   | 2,827,310    |
| Mohawk                           | 172 | E | 125,638   | 121,971   | 163,704   | 168,308   | 223,827   | 238,595   | 328,002    | 332,351    | 209,425   | 206,865   | 177,929   | 188,877   | 2,485,492    |
| Guilderland                      | 153 | E | 132,745   | 126,356   | 168,671   | 175,108   | 223,908   | 233,048   | 301,678    | 303,742    | 202,479   | 200,537   | 177,336   | 180,979   | 2,426,587    |
| New Baltimore South <sup>1</sup> | 127 | S | 288,999   | 285,271   | 351,173   | 300,944   | 385,543   | 386,242   | 555,516    | 587,090    | 350,322   | 356,791   | 308,188   | 361,379   | 4,517,456    |
| Ulster                           | 96  | S | 300,959   | 285,705   | 322,830   | 275,384   | 352,577   | 364,195   | 520,443    | 548,330    | 345,583   | 341,878   | 281,947   | 327,163   | 4,266,994    |
| Modena                           | 66  | S | 378,541   | 354,755   | 412,221   | 367,655   | 448,045   | 488,216   | 657,193    | 693,380    | 452,770   | 453,606   | 385,188   | 428,974   | 5,520,544    |
| Ramapo                           | 33  | S | 266,268   | 245,565   | 313,329   | 315,092   | 403,043   | 409,136   | 532,348    | 562,835    | 394,568   | 385,083   | 334,196   | 356,052   | 4,517,515    |

**PORTFOLIO TOTAL BUFFALO - NYC (WEST TO EAST) \$ 51,075,288**

<sup>1</sup> Single Sided, Dual Access <sup>2</sup> Over the Road Restaurant Building, Dual Access | Sales Assigned on 50/50 Basis

**TOTAL GROSS SALES (BOTH DIRECTIONS OF TRAVEL) \$ 109,686,561**



**WESTBOUND: NEW YORK CITY TO BUFFALO**

| SERVICE AREA                     | MP  | DIR | 2014      |           |           |           |           |           |            |            |           |           |           |           | TOTALS       |
|----------------------------------|-----|-----|-----------|-----------|-----------|-----------|-----------|-----------|------------|------------|-----------|-----------|-----------|-----------|--------------|
|                                  |     |     | Jan       | Feb       | Mar       | Apr       | May       | Jun       | Jul        | Aug        | Sep       | Oct       | Nov       | Dec       |              |
| Ardley                           | 6   | N   | \$155,693 | \$170,746 | \$207,096 | \$247,452 | \$293,836 | \$282,150 | \$ 307,025 | \$ 330,642 | \$255,324 | \$270,938 | \$241,996 | \$242,986 | \$ 3,005,884 |
| Sloatsburg                       | 33  | N   | 529,985   | 499,084   | 563,642   | 660,551   | 792,128   | 771,713   | 911,070    | 1,011,790  | 646,051   | 694,443   | 613,822   | 618,073   | 8,312,352    |
| Plattekill                       | 65  | N   | 409,928   | 412,812   | 415,791   | 458,333   | 564,172   | 574,920   | 803,281    | 903,245    | 506,493   | 549,104   | 480,676   | 511,299   | 6,590,054    |
| Malden                           | 103 | N   | 317,579   | 315,038   | 331,702   | 365,916   | 433,438   | 452,794   | 641,193    | 725,177    | 375,325   | 383,687   | 345,497   | 364,571   | 5,051,917    |
| New Baltimore North <sup>1</sup> | 127 | N   | 314,769   | 302,164   | 324,488   | 349,159   | 402,887   | 401,853   | 581,091    | 620,695    | 357,111   | 357,277   | 308,215   | 344,235   | 4,663,942    |
| Pattersonville                   | 168 | W   | 262,438   | 244,541   | 319,580   | 398,405   | 478,093   | 514,720   | 712,257    | 775,801    | 443,539   | 470,001   | 386,033   | 334,138   | 5,339,546    |
| Iroquois                         | 210 | W   | 192,471   | 179,473   | 223,045   | 265,047   | 312,113   | 334,555   | 437,137    | 475,385    | 295,067   | 313,166   | 260,681   | 244,387   | 3,532,527    |
| Schuyler                         | 227 | W   | 84,792    | 84,906    | 102,747   | 124,974   | 146,747   | 154,840   | 215,159    | 226,190    | 133,569   | 141,465   | 116,387   | 105,885   | 1,637,661    |
| Chittenango                      | 266 | W   | 141,583   | 133,390   | 168,603   | 199,972   | 248,639   | 273,995   | 370,005    | 405,158    | 246,001   | 246,331   | 196,831   | 186,005   | 2,816,513    |
| Warners                          | 292 | W   | 209,492   | 209,340   | 261,170   | 314,611   | 378,620   | 391,001   | 525,415    | 597,798    | 350,191   | 339,126   | 274,616   | 264,546   | 4,115,926    |
| Junius Ponds                     | 324 | W   | 140,803   | 133,797   | 170,660   | 212,148   | 263,678   | 281,701   | 386,607    | 416,670    | 264,489   | 256,817   | 195,916   | 187,089   | 2,910,375    |
| Seneca                           | 350 | W   | 94,082    | 93,444    | 121,776   | 149,684   | 191,973   | 208,919   | 290,629    | 325,574    | 192,745   | 195,888   | 135,775   | 137,955   | 2,138,444    |
| Ontario                          | 376 | W   | 138,161   | 137,344   | 179,815   | 211,555   | 259,972   | 288,357   | 403,685    | 431,341    | 252,415   | 258,770   | 178,218   | 182,951   | 2,922,584    |
| Clarence                         | 412 | W   | 127,815   | 126,844   | 159,333   | 187,945   | 232,165   | 245,509   | 334,465    | 358,102    | 228,607   | 232,804   | 162,363   | 174,260   | 2,570,212    |
| Angola West <sup>2</sup>         | 447 | W   | 165,557   | 167,873   | 248,207   | 287,434   | 345,004   | 421,295   | 546,126    | 547,395    | 319,218   | 327,930   | 238,957   | 237,966   | 3,852,958    |

**PORTFOLIO TOTAL NYC - BUFFALO (EAST TO WEST) \$ 59,460,894**

**EASTBOUND: BUFFALO TO NEW YORK CITY**

|                                  |     |   |           |           |           |           |           |           |            |            |           |           |           |           |              |
|----------------------------------|-----|---|-----------|-----------|-----------|-----------|-----------|-----------|------------|------------|-----------|-----------|-----------|-----------|--------------|
| Angola East <sup>2</sup>         | 447 | E | \$165,557 | \$167,873 | \$248,207 | \$287,434 | \$345,004 | \$421,295 | \$ 546,126 | \$ 547,395 | \$319,218 | \$327,930 | \$238,957 | \$237,966 | \$ 3,852,958 |
| Pembroke                         | 397 | E | 197,136   | 187,466   | 248,537   | 330,442   | 399,386   | 448,681   | 590,741    | 669,427    | 394,444   | 401,479   | 264,726   | 298,728   | 4,431,193    |
| Scottsville                      | 366 | E | 121,540   | 116,776   | 153,260   | 185,934   | 241,882   | 273,344   | 363,513    | 398,325    | 234,223   | 234,799   | 155,085   | 172,516   | 2,651,197    |
| Clifton Springs                  | 337 | E | 211,856   | 204,188   | 272,264   | 337,355   | 410,162   | 440,787   | 548,375    | 598,691    | 400,572   | 385,795   | 298,165   | 300,816   | 4,409,026    |
| Port Byron                       | 310 | E | 168,724   | 174,646   | 217,699   | 265,025   | 332,223   | 367,939   | 473,332    | 527,996    | 306,598   | 290,045   | 227,703   | 237,742   | 3,589,672    |
| DeWitt                           | 280 | E | 89,399    | 92,268    | 114,652   | 141,638   | 179,387   | 194,609   | 257,117    | 282,427    | 168,021   | 176,836   | 134,467   | 129,760   | 1,960,581    |
| Oneida                           | 244 | E | 199,023   | 188,808   | 237,153   | 286,255   | 360,665   | 384,114   | 510,973    | 545,939    | 343,509   | 351,944   | 293,321   | 269,540   | 3,971,244    |
| Indian Castle                    | 210 | E | 143,867   | 143,764   | 178,063   | 221,444   | 275,842   | 284,188   | 379,614    | 404,434    | 263,100   | 259,261   | 213,750   | 198,532   | 2,965,859    |
| Mohawk                           | 172 | E | 124,102   | 122,098   | 152,191   | 182,591   | 220,004   | 230,186   | 314,432    | 331,546    | 200,528   | 205,538   | 171,932   | 167,801   | 2,422,949    |
| Guilderland                      | 153 | E | 126,172   | 127,698   | 152,460   | 183,430   | 218,315   | 222,944   | 288,344    | 309,718    | 197,393   | 207,341   | 175,887   | 161,579   | 2,371,281    |
| New Baltimore South <sup>1</sup> | 127 | S | 314,769   | 302,164   | 324,488   | 349,159   | 402,887   | 401,853   | 581,091    | 620,695    | 357,111   | 357,277   | 308,215   | 344,235   | 4,663,942    |
| Ulster                           | 96  | S | 294,819   | 282,815   | 293,020   | 300,256   | 356,101   | 376,166   | 521,971    | 561,896    | 346,598   | 340,078   | 320,924   | 329,396   | 4,324,040    |
| Modena                           | 66  | S | 373,459   | 376,518   | 386,932   | 408,690   | 472,333   | 489,272   | 659,549    | 692,132    | 436,955   | 440,915   | 394,042   | 394,379   | 5,525,176    |
| Ramapo                           | 33  | S | 264,063   | 263,174   | 292,910   | 349,414   | 416,702   | 403,028   | 546,417    | 575,590    | 372,758   | 392,273   | 346,939   | 321,605   | 4,544,873    |

**PORTFOLIO TOTAL BUFFALO - NYC (WEST TO EAST) \$ 51,683,990**

<sup>1</sup> Single Sided, Dual Access <sup>2</sup> Over the Road Restaurant Building, Dual Access | Sales Assigned on 50/50 Basis

**TOTAL GROSS SALES (BOTH DIRECTIONS OF TRAVEL) \$ 111,144,884**



**WESTBOUND: NEW YORK CITY TO BUFFALO**

| SERVICE AREA                     | MP  | DIR | 2015      |           |           |           |           |           |            |            |           |           |           |           | TOTALS       |
|----------------------------------|-----|-----|-----------|-----------|-----------|-----------|-----------|-----------|------------|------------|-----------|-----------|-----------|-----------|--------------|
|                                  |     |     | Jan       | Feb       | Mar       | Apr       | May       | Jun       | Jul        | Aug        | Sep       | Oct       | Nov       | Dec       |              |
| Ardsley                          | 6   | N   | \$198,457 | \$185,744 | \$238,272 | \$269,310 | \$328,597 | \$315,441 | \$ 349,066 | \$ 344,783 | \$286,515 | \$303,905 | \$267,914 | \$266,103 | \$ 3,354,107 |
| Sloatsburg                       | 33  | N   | 512,364   | 499,084   | 593,538   | 677,647   | 806,265   | 711,750   | 1,002,108  | 987,203    | 708,495   | 744,294   | 659,832   | 645,906   | 8,548,486    |
| Plattekill                       | 65  | N   | 432,565   | 412,812   | 464,410   | 505,349   | 625,425   | 623,405   | 867,487    | 888,981    | 596,230   | 604,226   | 507,431   | 512,300   | 7,040,621    |
| Malden                           | 103 | N   | 325,416   | 315,038   | 350,851   | 365,115   | 453,285   | 444,322   | 646,589    | 659,242    | 412,904   | 413,897   | 359,908   | 369,732   | 5,116,299    |
| New Baltimore North <sup>1</sup> | 127 | N   | 326,826   | 302,164   | 337,483   | 344,514   | 424,257   | 410,088   | 581,708    | 619,026    | 388,307   | 383,393   | 332,071   | 338,250   | 4,788,084    |
| Pattersonville                   | 168 | W   | 267,436   | 244,541   | 329,315   | 405,600   | 532,330   | 535,841   | 781,872    | 772,522    | 503,132   | 489,903   | 406,994   | 349,565   | 5,619,051    |
| Iroquois                         | 210 | W   | 199,715   | 179,473   | 237,009   | 279,469   | 340,323   | 347,182   | 470,104    | 475,080    | 338,909   | 332,172   | 294,916   | 259,151   | 3,753,503    |
| Schuyler                         | 227 | W   | 86,509    | 84,906    | 106,182   | 123,919   | 154,544   | 161,483   | 225,208    | 226,926    | 148,924   | 155,323   | 131,647   | 116,745   | 1,722,316    |
| Chittenango                      | 266 | W   | 152,763   | 133,390   | 183,595   | 207,820   | 272,228   | 285,015   | 400,853    | 411,003    | 281,483   | 268,229   | 232,951   | 208,710   | 3,038,040    |
| Warners                          | 292 | W   | 215,717   | 209,340   | 275,757   | 309,081   | 381,878   | 476,456   | 584,652    | 601,044    | 405,619   | 376,526   | 329,444   | 302,307   | 4,467,821    |
| Junius Ponds                     | 324 | W   | 152,698   | 133,797   | 193,600   | 221,723   | 293,637   | 298,320   | 414,006    | 404,589    | 285,880   | 277,653   | 227,102   | 202,786   | 3,105,791    |
| Seneca                           | 350 | W   | 99,949    | 93,444    | 132,747   | 153,223   | 212,887   | 224,508   | 320,867    | 312,807    | 212,651   | 203,174   | 154,486   | 147,237   | 2,267,980    |
| Ontario                          | 376 | W   | 134,005   | 137,344   | 180,116   | 208,315   | 284,430   | 297,772   | 427,886    | 418,724    | 285,367   | 260,241   | 210,938   | 194,115   | 3,039,253    |
| Clarence                         | 412 | W   | 132,403   | 129,683   | 176,277   | 191,573   | 261,124   | 268,296   | 357,092    | 336,266    | 246,659   | 239,169   | 186,734   | 188,825   | 2,714,101    |
| Angola West <sup>2</sup>         | 447 | W   | 168,715   | 167,649   | 262,006   | 292,033   | 378,095   | 439,247   | 598,033    | 550,497    | 356,124   | 344,033   | 289,761   | 253,702   | 4,099,892    |

**PORTFOLIO TOTAL NYC - BUFFALO (EAST TO WEST)    \$    62,675,345**

**EASTBOUND: BUFFALO TO NEW YORK CITY**

|                                  |     |   |           |           |           |           |           |           |            |            |           |           |           |           |              |
|----------------------------------|-----|---|-----------|-----------|-----------|-----------|-----------|-----------|------------|------------|-----------|-----------|-----------|-----------|--------------|
| Angola East <sup>2</sup>         | 447 | E | \$168,715 | \$167,649 | \$262,006 | \$292,033 | \$378,095 | \$439,247 | \$ 598,033 | \$ 550,497 | \$356,124 | \$344,033 | \$289,761 | \$253,702 | \$ 4,099,892 |
| Pembroke                         | 397 | E | 207,098   | 187,466   | 285,828   | 338,477   | 448,522   | 473,824   | 644,047    | 633,748    | 433,902   | 405,797   | 309,406   | 305,479   | 4,673,594    |
| Scottsville                      | 366 | E | 122,829   | 116,776   | 169,609   | 192,522   | 269,850   | 290,929   | 409,566    | 405,883    | 272,564   | 253,110   | 190,364   | 185,808   | 2,879,810    |
| Clifton Springs                  | 337 | E | 218,065   | 204,188   | 279,929   | 328,722   | 444,582   | 456,590   | 585,914    | 596,070    | 428,049   | 383,818   | 329,760   | 321,933   | 4,577,620    |
| Port Byron                       | 310 | E | 171,282   | 174,646   | 229,155   | 259,177   | 346,463   | 357,256   | 502,466    | 508,825    | 341,462   | 319,050   | 267,506   | 248,320   | 3,725,608    |
| DeWitt                           | 280 | E | 97,866    | 92,268    | 126,433   | 144,998   | 197,359   | 207,818   | 287,021    | 286,897    | 202,214   | 183,238   | 151,795   | 140,236   | 2,118,143    |
| Oneida                           | 244 | E | 204,897   | 188,808   | 269,442   | 304,823   | 390,231   | 412,647   | 556,131    | 558,582    | 395,610   | 378,846   | 327,430   | 293,004   | 4,280,451    |
| Indian Castle                    | 210 | E | 155,084   | 143,764   | 194,884   | 217,702   | 283,489   | 295,377   | 396,884    | 396,739    | 275,968   | 270,846   | 231,035   | 206,573   | 3,068,345    |
| Mohawk                           | 172 | E | 123,693   | 122,098   | 156,823   | 183,002   | 240,852   | 239,088   | 342,874    | 342,509    | 228,721   | 221,258   | 198,715   | 179,265   | 2,578,898    |
| Guilderland                      | 153 | E | 127,541   | 122,207   | 154,558   | 174,794   | 220,413   | 218,803   | 303,541    | 293,329    | 204,007   | 207,041   | 173,473   | 158,663   | 2,358,370    |
| New Baltimore South <sup>1</sup> | 127 | S | 326,826   | 302,164   | 337,483   | 344,514   | 424,257   | 410,088   | 581,708    | 619,026    | 388,307   | 383,393   | 332,071   | 338,250   | 4,788,084    |
| Ulster                           | 96  | S | 319,092   | 309,333   | 318,476   | 316,712   | 394,431   | 380,428   | 533,205    | 561,114    | 367,083   | 359,793   | 315,986   | 313,308   | 4,488,961    |
| Modena                           | 66  | S | 383,145   | 366,282   | 396,513   | 413,465   | 507,241   | 490,714   | 671,155    | 714,439    | 478,199   | 485,838   | 423,824   | 397,872   | 5,728,687    |
| Ramapo                           | 33  | S | 264,950   | 250,206   | 297,805   | 362,197   | 442,234   | 401,481   | 566,751    | 595,881    | 416,328   | 408,603   | 360,455   | 340,272   | 4,707,163    |

**PORTFOLIO TOTAL BUFFALO - NYC (WEST TO EAST)    \$    54,073,626**

<sup>1</sup> Single Sided, Dual Access    <sup>2</sup> Over the Road Restaurant Building, Dual Access | Sales Assigned on 50/50 Basis

**TOTAL GROSS SALES (BOTH DIRECTIONS OF TRAVEL)    \$    116,748,970**

**WESTBOUND: NEW YORK CITY TO BUFFALO**

| SERVICE AREA                     | MP  | DIR | 2016      |           |           |           |           |           |            |            |           |           |           |           | TOTALS       |
|----------------------------------|-----|-----|-----------|-----------|-----------|-----------|-----------|-----------|------------|------------|-----------|-----------|-----------|-----------|--------------|
|                                  |     |     | Jan       | Feb       | Mar       | Apr       | May       | Jun       | Jul        | Aug        | Sep       | Oct       | Nov       | Dec       |              |
| Ardsley                          | 6   | N   | \$204,701 | \$203,664 | \$241,248 | \$256,274 | \$291,204 | \$293,359 | \$ 324,711 | \$ 316,065 | \$267,383 | \$276,544 | \$253,278 | \$244,916 | \$ 3,173,347 |
| Sloatsburg                       | 33  | N   | 512,097   | 515,593   | 577,925   | 636,384   | 763,677   | 779,912   | 968,303    | 954,309    | 711,491   | 736,142   | 666,792   | 655,347   | 8,477,972    |
| Plattekill                       | 65  | N   | 418,785   | 440,577   | 464,000   | 480,586   | 613,905   | 641,432   | 876,116    | 857,599    | 605,350   | 581,513   | 504,095   | 551,416   | 7,035,374    |
| Malden                           | 103 | N   | 310,612   | 322,051   | 339,622   | 342,702   | 441,363   | 450,482   | 657,003    | 654,009    | 437,133   | 506,019   | 357,563   | 395,216   | 5,213,775    |
| New Baltimore North <sup>1</sup> | 127 | N   | 316,016   | 312,579   | 327,279   | 321,958   | 420,730   | 419,672   | 611,513    | 597,810    | 394,939   | 388,615   | 332,008   | 355,681   | 4,798,798    |
| Pattersonville                   | 168 | W   | 263,477   | 259,419   | 343,137   | 389,365   | 496,269   | 529,660   | 774,951    | 737,384    | 490,569   | 491,962   | 413,634   | 359,370   | 5,549,197    |
| Iroquois                         | 210 | W   | 203,876   | 190,068   | 243,623   | 278,327   | 336,181   | 361,764   | 491,077    | 466,372    | 330,328   | 333,604   | 287,852   | 252,002   | 3,775,074    |
| Schuyler                         | 227 | W   | 92,274    | 87,015    | 111,790   | 126,120   | 149,835   | 167,630   | 230,433    | 219,304    | 155,333   | 158,539   | 128,324   | 114,662   | 1,741,259    |
| Chittenango                      | 266 | W   | 161,832   | 151,281   | 190,076   | 215,245   | 268,225   | 302,612   | 424,842    | 412,177    | 285,203   | 282,465   | 228,815   | 203,550   | 3,126,323    |
| Warners                          | 292 | W   | 231,946   | 220,342   | 301,730   | 328,231   | 403,414   | 425,955   | 614,241    | 595,317    | 415,030   | 394,384   | 316,473   | 289,563   | 4,536,626    |
| Junius Ponds                     | 324 | W   | 159,870   | 153,617   | 203,172   | 227,433   | 290,737   | 320,671   | 454,236    | 427,736    | 296,974   | 280,241   | 224,655   | 198,524   | 3,237,866    |
| Seneca                           | 350 | W   | 108,344   | 105,452   | 144,409   | 157,596   | 220,295   | 235,906   | 334,692    | 316,655    | 221,344   | 211,847   | 162,296   | 147,401   | 2,366,237    |
| Ontario                          | 376 | W   | 146,924   | 139,032   | 185,828   | 203,087   | 260,426   | 303,993   | 429,704    | 391,493    | 268,287   | 258,817   | 205,393   | 188,006   | 2,980,990    |
| Clarence                         | 412 | W   | 136,084   | 138,921   | 181,531   | 186,461   | 244,083   | 265,596   | 355,761    | 332,545    | 251,717   | 246,963   | 199,326   | 186,555   | 2,725,543    |
| Angola West <sup>2</sup>         | 447 | W   | 184,103   | 179,389   | 280,114   | 278,718   | 380,177   | 449,639   | 614,525    | 515,004    | 381,573   | 364,119   | 288,090   | 249,194   | 4,164,641    |

**PORTFOLIO TOTAL NYC - BUFFALO (EAST TO WEST) \$ 62,903,021**

**EASTBOUND: BUFFALO TO NEW YORK CITY**

|                                  |     |   |           |           |           |           |           |           |            |            |           |           |           |           |              |
|----------------------------------|-----|---|-----------|-----------|-----------|-----------|-----------|-----------|------------|------------|-----------|-----------|-----------|-----------|--------------|
| Angola East <sup>2</sup>         | 447 | E | \$184,103 | \$179,389 | \$280,114 | \$278,718 | \$380,177 | \$449,639 | \$ 614,525 | \$ 515,004 | \$381,573 | \$364,119 | \$288,090 | \$249,194 | \$ 4,164,641 |
| Pembroke                         | 397 | E | 225,949   | 208,948   | 293,628   | 313,533   | 444,855   | 474,241   | 682,837    | 618,917    | 449,168   | 409,348   | 308,451   | 307,043   | 4,736,918    |
| Scottsville                      | 366 | E | 136,953   | 128,830   | 177,345   | 191,166   | 259,285   | 294,039   | 417,348    | 383,683    | 278,089   | 254,340   | 193,982   | 181,314   | 2,896,374    |
| Clifton Springs                  | 337 | E | 233,570   | 204,453   | 282,888   | 354,828   | 478,015   | 505,516   | 677,561    | 642,624    | 466,460   | 451,749   | 371,378   | 354,994   | 5,024,036    |
| Port Byron                       | 310 | E | 176,488   | 186,179   | 238,518   | 237,007   | 321,366   | 342,538   | 486,781    | 465,956    | 325,214   | 307,363   | 239,574   | 223,316   | 3,550,300    |
| DeWitt                           | 280 | E | 103,805   | 107,579   | 134,151   | 141,461   | 189,514   | 210,140   | 304,787    | 274,791    | 202,499   | 191,614   | 157,712   | 149,093   | 2,167,146    |
| Oneida                           | 244 | E | 214,759   | 217,558   | 272,030   | 299,257   | 377,862   | 413,770   | 572,677    | 528,876    | 391,933   | 385,764   | 318,679   | 283,122   | 4,276,287    |
| Indian Castle                    | 210 | E | 166,112   | 155,846   | 194,642   | 220,742   | 290,229   | 308,773   | 428,568    | 417,064    | 287,619   | 287,926   | 239,524   | 217,137   | 3,214,182    |
| Mohawk                           | 172 | E | 141,807   | 131,765   | 163,803   | 180,904   | 234,395   | 238,800   | 336,379    | 322,967    | 223,224   | 225,090   | 193,029   | 174,433   | 2,566,596    |
| Guilderland                      | 153 | E | 126,916   | 119,689   | 146,905   | 171,285   | 206,315   | 214,738   | 282,643    | 272,355    | 199,529   | 205,879   | 184,905   | 163,265   | 2,294,424    |
| New Baltimore South <sup>1</sup> | 127 | S | 316,016   | 312,579   | 327,279   | 321,958   | 420,730   | 419,672   | 611,513    | 597,810    | 394,939   | 388,615   | 332,008   | 355,681   | 4,798,798    |
| Ulster                           | 96  | S | 302,215   | 304,347   | 275,990   | 283,737   | 404,449   | 412,382   | 616,339    | 590,648    | 396,923   | 397,430   | 347,566   | 377,237   | 4,709,263    |
| Modena                           | 66  | S | 378,451   | 384,751   | 394,456   | 410,973   | 484,851   | 484,111   | 684,799    | 666,022    | 458,082   | 482,618   | 412,736   | 425,558   | 5,667,408    |
| Ramapo                           | 33  | S | 272,810   | 272,249   | 317,417   | 339,174   | 424,053   | 414,120   | 576,706    | 547,529    | 404,136   | 411,917   | 362,987   | 349,190   | 4,692,288    |

**PORTFOLIO TOTAL BUFFALO - NYC (WEST TO EAST) \$ 54,758,660**

<sup>1</sup> Single Sided, Dual Access <sup>2</sup> Over the Road Restaurant Building, Dual Access | Sales Assigned on 50/50 Basis

**TOTAL GROSS SALES (BOTH DIRECTIONS OF TRAVEL) \$ 117,661,681**

**WESTBOUND: NEW YORK CITY TO BUFFALO**

| SERVICE AREA                     | MP  | DIR | 2017      |           |           |           |           |           |            |            |           |           |           |           | TOTALS       |
|----------------------------------|-----|-----|-----------|-----------|-----------|-----------|-----------|-----------|------------|------------|-----------|-----------|-----------|-----------|--------------|
|                                  |     |     | Jan       | Feb       | Mar       | Apr       | May       | Jun       | Jul        | Aug        | Sep       | Oct       | Nov       | Dec       |              |
| Ardsley                          | 6   | N   | \$201,119 | \$191,736 | \$222,853 | \$259,265 | \$302,295 | \$318,328 | \$ 321,355 | \$ 327,236 | \$292,232 | \$309,326 | \$265,264 | \$251,314 | \$ 3,262,323 |
| Sloatsburg                       | 33  | N   | 537,732   | 523,268   | 563,833   | 709,300   | 811,404   | 855,535   | 947,946    | 951,263    | 718,044   | 747,830   | 651,078   | 654,243   | 8,671,476    |
| Plattekill                       | 65  | N   | 446,084   | 460,181   | 438,812   | 519,997   | 584,655   | 651,255   | 827,435    | 853,635    | 612,998   | 585,235   | 502,272   | 540,849   | 7,023,408    |
| Malden                           | 103 | N   | 324,192   | 346,575   | 334,676   | 380,567   | 423,122   | 475,731   | 634,676    | 682,034    | 439,216   | 429,521   | 372,512   | 388,524   | 5,231,346    |
| New Baltimore North <sup>1</sup> | 127 | N   | 324,496   | 320,881   | 305,549   | 349,484   | 395,159   | 413,998   | 569,248    | 565,015    | 381,478   | 384,924   | 333,242   | 361,720   | 4,705,190    |
| Pattersonville                   | 168 | W   | 268,077   | 257,467   | 315,701   | 407,794   | 476,666   | 539,813   | 701,359    | 700,364    | 464,627   | 458,335   | 413,477   | 362,113   | 5,365,793    |
| Iroquois                         | 210 | W   | 199,302   | 196,115   | 236,050   | 290,907   | 331,940   | 369,711   | 456,306    | 459,645    | 333,331   | 329,654   | 287,670   | 258,691   | 3,749,322    |
| Schuyler                         | 227 | W   | 93,065    | 91,479    | 111,995   | 129,797   | 150,589   | 171,186   | 225,927    | 226,742    | 157,387   | 163,577   | 136,627   | 121,358   | 1,779,729    |
| Chittenango                      | 266 | W   | 162,867   | 152,683   | 182,905   | 223,491   | 264,893   | 304,261   | 419,338    | 424,653    | 296,006   | 289,188   | 243,376   | 219,113   | 3,182,774    |
| Warners                          | 292 | W   | 231,472   | 233,106   | 282,980   | 347,508   | 393,258   | 429,472   | 598,480    | 601,061    | 418,081   | 399,560   | 327,858   | 292,807   | 4,555,643    |
| Junius Ponds                     | 324 | W   | 157,501   | 155,295   | 185,279   | 230,758   | 279,508   | 317,992   | 425,746    | 424,677    | 290,555   | 267,562   | 228,655   | 203,533   | 3,167,061    |
| Seneca                           | 350 | W   | 113,006   | 115,222   | 138,508   | 177,436   | 213,321   | 246,894   | 334,353    | 321,513    | 219,947   | 210,109   | 168,665   | 153,903   | 2,412,877    |
| Ontario                          | 376 | W   | 142,563   | 142,553   | 166,287   | 219,949   | 265,694   | 305,414   | 408,651    | 393,382    | 276,932   | 263,192   | 206,671   | 186,688   | 2,977,976    |
| Clarence                         | 412 | W   | 140,619   | 136,466   | 166,336   | 199,651   | 234,224   | 265,093   | 338,530    | 329,646    | 244,253   | 229,678   | 197,169   | 193,126   | 2,674,791    |
| Angola West <sup>2</sup>         | 447 | W   | 187,131   | 184,143   | 269,749   | 326,474   | 376,699   | 480,254   | 628,500    | 544,339    | 389,956   | 372,376   | 301,523   | 262,666   | 4,323,808    |

**PORTFOLIO TOTAL NYC - BUFFALO (EAST TO WEST) \$ 63,083,517**

**EASTBOUND: BUFFALO TO NEW YORK CITY**

|                                  |     |   |           |           |           |           |           |           |            |            |           |           |           |           |              |
|----------------------------------|-----|---|-----------|-----------|-----------|-----------|-----------|-----------|------------|------------|-----------|-----------|-----------|-----------|--------------|
| Angola East <sup>2</sup>         | 447 | E | \$187,131 | \$184,143 | \$269,749 | \$326,474 | \$376,699 | \$480,254 | \$ 628,500 | \$ 544,339 | \$389,956 | \$372,376 | \$301,523 | \$262,666 | \$ 4,323,808 |
| Pembroke                         | 397 | E | 218,809   | 214,492   | 260,791   | 339,658   | 410,819   | 471,650   | 633,573    | 584,456    | 412,419   | 392,746   | 317,586   | 341,685   | 4,598,684    |
| Scottsville                      | 366 | E | 132,043   | 133,659   | 165,895   | 206,794   | 256,520   | 295,389   | 399,319    | 384,857    | 265,185   | 246,897   | 199,124   | 202,270   | 2,887,952    |
| Clifton Springs                  | 337 | E | 259,672   | 257,714   | 307,337   | 398,874   | 485,415   | 533,743   | 684,523    | 653,768    | 470,318   | 451,573   | 373,372   | 358,884   | 5,235,193    |
| Port Byron                       | 310 | E | 164,239   | 170,415   | 206,339   | 255,957   | 307,418   | 332,342   | 471,732    | 479,766    | 329,284   | 303,832   | 243,449   | 224,658   | 3,489,431    |
| DeWitt                           | 280 | E | 103,982   | 103,106   | 122,195   | 152,919   | 177,221   | 211,938   | 285,254    | 273,754    | 199,135   | 191,614   | 157,712   | 149,093   | 2,127,923    |
| Oneida                           | 244 | E | 209,675   | 204,789   | 256,432   | 315,974   | 380,387   | 423,291   | 554,115    | 542,930    | 387,718   | 386,366   | 327,033   | 296,577   | 4,285,287    |
| Indian Castle                    | 210 | E | 166,469   | 162,982   | 194,873   | 235,061   | 278,363   | 311,301   | 389,703    | 377,133    | 280,307   | 277,962   | 236,028   | 217,716   | 3,127,898    |
| Mohawk                           | 172 | E | 128,894   | 124,999   | 152,789   | 189,489   | 226,393   | 245,345   | 317,860    | 312,296    | 229,673   | 219,665   | 192,559   | 183,511   | 2,523,473    |
| Guilderland                      | 153 | E | 128,226   | 127,366   | 154,749   | 183,421   | 211,696   | 232,014   | 303,026    | 294,085    | 212,663   | 217,223   | 191,893   | 176,302   | 2,432,664    |
| New Baltimore South <sup>1</sup> | 127 | S | 324,496   | 320,881   | 305,549   | 349,484   | 395,159   | 413,998   | 569,248    | 565,015    | 381,478   | 384,924   | 333,242   | 361,720   | 4,705,190    |
| Ulster                           | 96  | S | 352,814   | 352,801   | 325,950   | 373,119   | 402,497   | 426,267   | 607,261    | 596,577    | 409,910   | 406,557   | 363,171   | 397,261   | 5,014,185    |
| Modena                           | 66  | S | 397,281   | 402,899   | 365,004   | 438,384   | 466,726   | 502,017   | 687,545    | 669,882    | 481,846   | 495,211   | 411,647   | 433,899   | 5,752,341    |
| Ramapo                           | 33  | S | 290,496   | 285,957   | 296,247   | 335,785   | 420,188   | 431,614   | 587,994    | 569,503    | 433,547   | 418,929   | 372,770   | 371,680   | 4,814,710    |

**PORTFOLIO TOTAL BUFFALO - NYC (WEST TO EAST) \$ 55,318,739**

<sup>1</sup> Single Sided, Dual Access <sup>2</sup> Over the Road Restaurant Building, Dual Access | Sales Assigned on 50/50 Basis

**TOTAL GROSS SALES (BOTH DIRECTIONS OF TRAVEL) \$ 118,402,255**



## AADT Passing Traffic for Each Service Area for Years 2012 – 2017

| SERVICE AREA    | THRUWAY SEGMENT   | TSD COUNTER     | MP BEGINS | MP ENDS | DIRECTION   | 2012 AADT<br>(1 WAY) | 2012 AADT<br>(2 WAY) | 2013 AADT<br>(1 WAY) | 2013 AADT<br>(2 WAY) | 2014 AADT<br>(1 WAY) | 2014 AADT<br>(2 WAY) | 2015 AADT<br>(1 WAY) | 2015 AADT<br>(2 WAY) | 2016 AADT<br>(1 WAY) | 2016 AADT<br>(2 WAY) | 2017 AADT<br>(1 WAY) | 2017 AADT<br>(2 WAY) |
|-----------------|-------------------|-----------------|-----------|---------|-------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| Ardley          | M6A-M7 Yonkers    | M0055NA         | 5.14      | 7.84    | North       | 22,325               | 45,000               | 22,220               | 46,365               | 23,800               | 47,660               | 23,284               | 49,493               | 22,505               | 48,120               | 22,946               | 48,040               |
| Sloatsburg      | M15A-M16 Woodbury | M0423N          | 31.35     | 45.2    | North       | 42,720               | 88,400               | 42,851               | 88,552               | 43,586               | 89,528               | 45,118               | 92,311               | 46,135               | 93,612               | 48,228               | 94,688               |
| Ramapo          | M15A-M16 Woodbury | M0362S          | 31.35     | 45.2    | South       | 45,680               | 88,400               | 45,701               | 88,552               | 45,941               | 89,528               | 47,193               | 92,311               | 47,477               | 93,612               | 46,460               | 94,688               |
| Plattekill      | M17-M18           | M0647N          | 60.1      | 76.01   | North       | 21,001               | 40,046               | 21,123               | 40,952               | 21,726               | 41,717               | 22,090               | 43,430               | 22,531               | 44,375               | 22,981               | 45,080               |
| Modena          | M17-M18           | M0660S          | 60.1      | 76.01   | South       | 19,045               | 40,046               | 19,829               | 40,952               | 19,991               | 41,717               | 21,340               | 43,430               | 21,844               | 44,375               | 22,099               | 45,080               |
| Ulster          | M19-M20           | M0981S          | 91.37     | 101.25  | South       | 18,225               | 36,203               | 18,391               | 36,812               | 18,497               | 37,540               | 19,551               | 38,941               | 19,780               | 39,918               | 20,945               | 40,343               |
| Malden          | M20-M21           | M1126N          | 101.25    | 113.89  | North       | 16,525               | 33,578               | 17,297               | 34,076               | 17,373               | 34,785               | 18,012               | 36,232               | 18,279               | 37,005               | 19,054               | 37,451               |
| New Baltimore   | M21B-M21A         | M1286N & M1285S | 124.53    | 133.6   | North/South | N/A                  | 37,120               | N/A                  | 37,639               | N/A                  | 38,530               | N/A                  | 40,210               | N/A                  | 41,392               | N/A                  | 41,888               |
| Guiderland      | M24-M25           | M1508E          | 147.87    | 153.83  | East        | 36,701               | 73,313               | 36,391               | 73,866               | 36,860               | 74,540               | 38,318               | 77,163               | 38,822               | 79,112               | 39,179               | 80,228               |
| Pattersonville  | M26-M27           | M1666W          | 162.22    | 173.59  | West        | 13,138               | 26,638               | 13,476               | 27,183               | 13,431               | 27,695               | 14,001               | 28,799               | 14,487               | 29,548               | 15,137               | 29,718               |
| Mohawk          | M26-M27           | M1682E          | 162.22    | 173.59  | East        | 13,500               | 26,638               | 13,707               | 27,183               | 14,264               | 27,695               | 14,798               | 28,799               | 15,061               | 29,548               | 14,581               | 29,718               |
| Iroquois        | M29-M29A          | M2094W          | 194.1     | 210.62  | West        | 10,511               | 21,451               | 10,864               | 21,947               | 11,056               | 22,180               | 11,725               | 23,216               | 12,229               | 23,824               | 12,043               | 23,910               |
| Indian Castle   | M29-M29A          | M2104E          | 194.1     | 210.62  | East        | 10,940               | 21,451               | 11,083               | 21,947               | 11,124               | 22,180               | 11,491               | 23,216               | 11,595               | 23,824               | 11,867               | 23,910               |
| Schuyler        | M30-M31           | M2255W          | 219.7     | 232.85  | West        | 10,801               | 21,879               | 11,394               | 22,389               | 11,521               | 22,605               | 12,028               | 23,669               | 12,111               | 24,222               | 11,875               | 24,305               |
| Oneida          | M32-M33           | M2500E          | 243.37    | 252.71  | East        | 13,026               | 26,051               | 13,264               | 26,765               | 13,268               | 27,125               | 14,007               | 28,314               | 14,227               | 28,909               | 14,230               | 29,185               |
| Chittenango     | M34-M34A          | M2733W          | 261.9     | 276.58  | West        | 19,001               | 36,871               | 19,530               | 37,700               | 19,592               | 38,182               | 20,173               | 39,609               | 20,637               | 40,377               | 19,782               | 40,662               |
| DeWitt          | M35-M36           | M2818E          | 278.93    | 282.93  | East        | 14,802               | 30,226               | 14,942               | 30,283               | 15,520               | 30,488               | 15,921               | 31,390               | 16,147               | 31,890               | 16,507               | 32,552               |
| Warners         | M39-M40           | M2945W          | 289.53    | 304.19  | West        | 17,460               | 34,522               | 18,057               | 35,482               | 17,340               | 35,717               | 19,081               | 37,531               | 19,413               | 38,259               | 19,976               | 39,226               |
| Port Byron      | M40-M41           | M3108E          | 304.19    | 320.41  | East        | 16,200               | 32,557               | 16,469               | 33,350               | 16,626               | 33,416               | 17,267               | 35,240               | 18,162               | 35,900               | 18,108               | 36,976               |
| Junius Ponds    | M41-M42           | M3219W          | 320.41    | 327.1   | West        | 16,700               | 32,874               | 17,340               | 33,727               | 17,127               | 34,020               | 18,905               | 35,937               | 18,780               | 36,687               | 20,182               | 38,507               |
| Clifton Springs | M42-M43           | M3375E          | 327.1     | 340.15  | East        | 18,310               | 36,619               | 18,626               | 37,526               | 18,740               | 37,650               | 19,623               | 39,619               | 20,060               | 40,471               | 20,751               | 42,223               |
| Seneca          | M44-M45           | M3483W          | 347.13    | 350.99  | West        | 27,600               | 55,651               | 28,765               | 56,862               | 28,174               | 57,324               | 30,219               | 59,938               | 31,122               | 61,463               | 31,869               | 62,510               |
| Scottsville     | M46-M47           | M3750E          | 362.44    | 378.56  | East        | 13,211               | 26,622               | 13,636               | 27,569               | 13,806               | 27,500               | 14,483               | 29,175               | 15,458               | 29,618               | 14,746               | 29,649               |
| Ontario         | M46-M47           | M3699W          | 362.44    | 378.56  | West        | 13,411               | 26,622               | 13,933               | 27,569               | 13,694               | 27,500               | 14,692               | 29,175               | 14,160               | 29,618               | 14,903               | 29,649               |
| Pembroke        | M48-M48A          | M3978E          | 390.13    | 401.72  | East        | 19,364               | 38,796               | 19,750               | 39,567               | 19,831               | 39,438               | 20,723               | 41,545               | 21,518               | 42,507               | 21,406               | 42,588               |
| Clarence        | M48A-M49          | M4166W          | 401.72    | 417.27  | West        | 19,600               | 39,305               | 19,959               | 40,011               | 19,468               | 39,906               | 19,991               | 41,889               | 20,250               | 42,903               | 21,605               | 42,928               |
| Angola          | M57A-M58          | M4472E & M4470W | 444.87    | 455.54  | East/West   | N/A                  | 25,334               | N/A                  | 25,532               | N/A                  | 25,755               | N/A                  | 27,036               | N/A                  | 27,614               | N/A                  | 27,996               |

All AADTs are estimated.

# EXHIBIT 5

## NYSTA CONCEPTUAL PLAN





## **NYSTA CONCEPTUAL PLAN OVERVIEW**

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To develop its **Conceptual Plan**, the Authority started with the variety of food and beverage concepts and services as well as prototype designs. This effort was guided by what exists today at the Service Areas, a study of other commercialized rest areas, the results of our survey of Thruway users, and services the Authority would like to see added or enhanced.

## **PROGRAMMING**

---

NYSTA identified a comprehensive range of potential food, beverage and retail concepts, customer amenities and NYSTA back office requirements that might be considered for the main buildings and the surrounding grounds of the Service Areas.

## **DEVELOPMENT OF FOUR CONCEPTS**

---

Starting on the following page are four (4) redevelopment options for the Service Areas with different levels of offerings and amenities:

| FOOD SERVICE AND RETAIL CATEGORIES                     | DESCRIPTION   | EXAMPLES  |
|--|---|---|
| Impulse – Sweet Treats                                 | Purchases, often handheld; including ice cream, cookies, and pretzels   | <ul style="list-style-type: none"> <li>▪ Auntie Anne's</li> <li>▪ Carvel</li> <li>▪ Cinnabon</li> </ul>     |
| Refuel and Relax                                       | Focus on beverages with food service as a supporting offer; used for short break or pit stop.                               | <ul style="list-style-type: none"> <li>▪ Starbucks</li> <li>▪ Dunkin' Donuts</li> <li>▪ Lavazza</li> </ul>  |
| Anchor QSR – Burgers & Fries                           | Dominant Quick Service Restaurant concept. Food purchased and consumed quickly with a strong breakfast daypart.             | <ul style="list-style-type: none"> <li>▪ McDonald's</li> <li>▪ Burger King</li> <li>▪ Roy Rogers</li> </ul> |
| Americana QSR – Ethnic, Sandwich, Chicken, Pizza/Pasta | Fast food cuisine other than burgers & fries  | <ul style="list-style-type: none"> <li>▪ Arby's</li> <li>▪ Sbarro</li> <li>▪ Popeye's</li> </ul>            |
| Fast Casual  | Food is often made or finished to order, full table service not provided  | <ul style="list-style-type: none"> <li>▪ Panera</li> <li>▪ Au Bon Pain</li> <li>▪ Moe's</li> </ul>          |
| Casual Dining  | Full table service.   | <ul style="list-style-type: none"> <li>▪ Waffle House</li> <li>▪ Denny's</li> <li>▪ IHOP</li> </ul>         |
| Food Hall  | Offers a mix of local artisan restaurants   |   |
| General Merchandise                                    | Convenience stores, gift shops, newsstands  |   |
| Specialty Retail                                       | Small in-line store, kiosk or pushcart focused on a specific category such as gourmet food items, sunglasses or accessories |   |

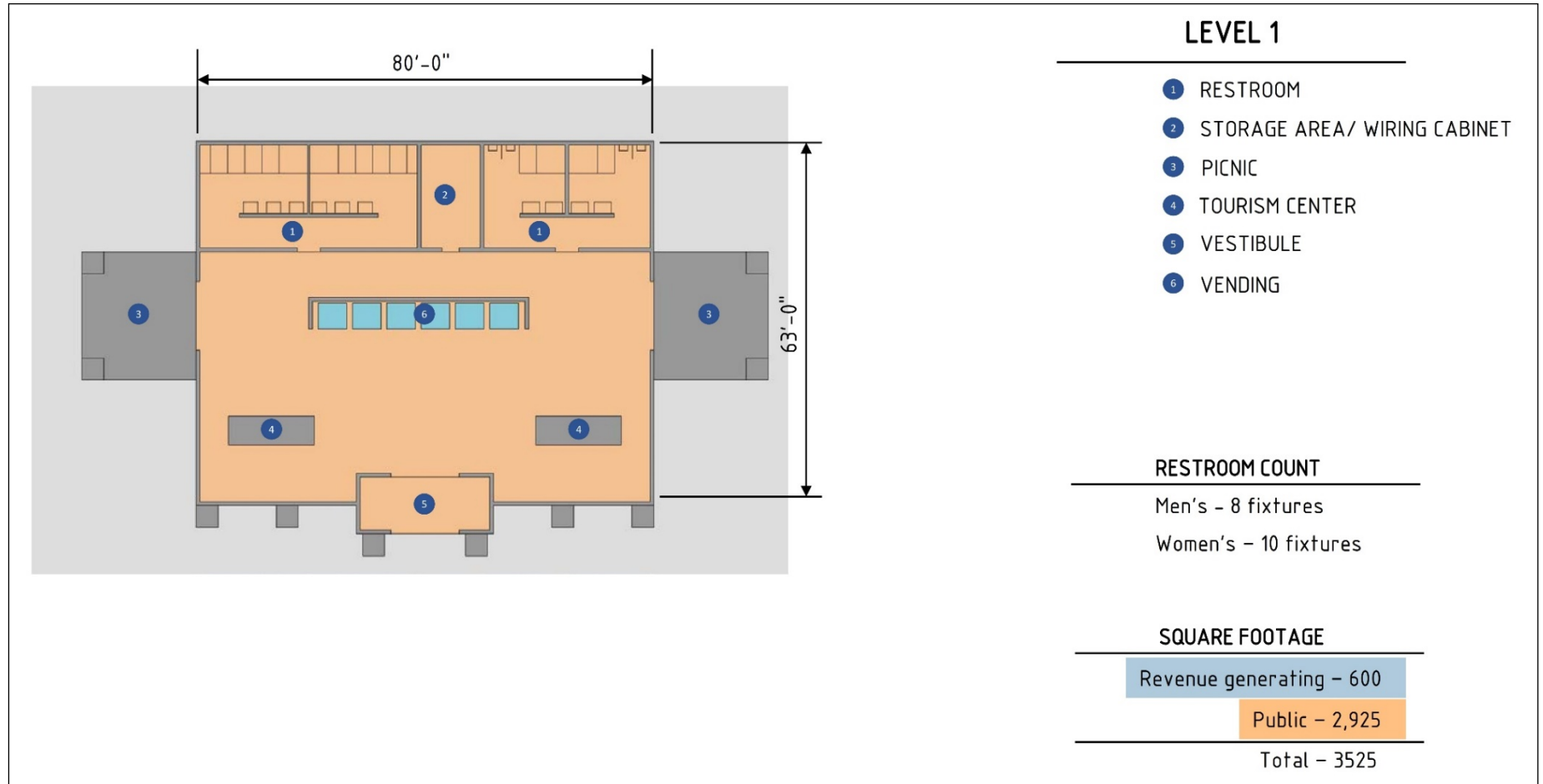
## 1. Level 1 – Limited Service Area (3,525 SF)



With vending only and no commercial services in the main building, this 3,525 gross square foot prototype is envisioned as a limited service area providing “comfort stations” on the Thruway. Services included in a Level 1 Service Area: vending machines, restrooms, tourism kiosks, outdoor picnic and seating areas and ample parking to accommodate passenger, commercial vehicles and buses.



## LEVEL 1 CONCEPTUAL FLOOR PLAN



### Designated Level 1 Limited Service Areas:

- Schuyler
- Seneca
- DeWitt
- Indian Castle



## 2. Level 2A – Commuter-Focused Service Area (12,655 SF)

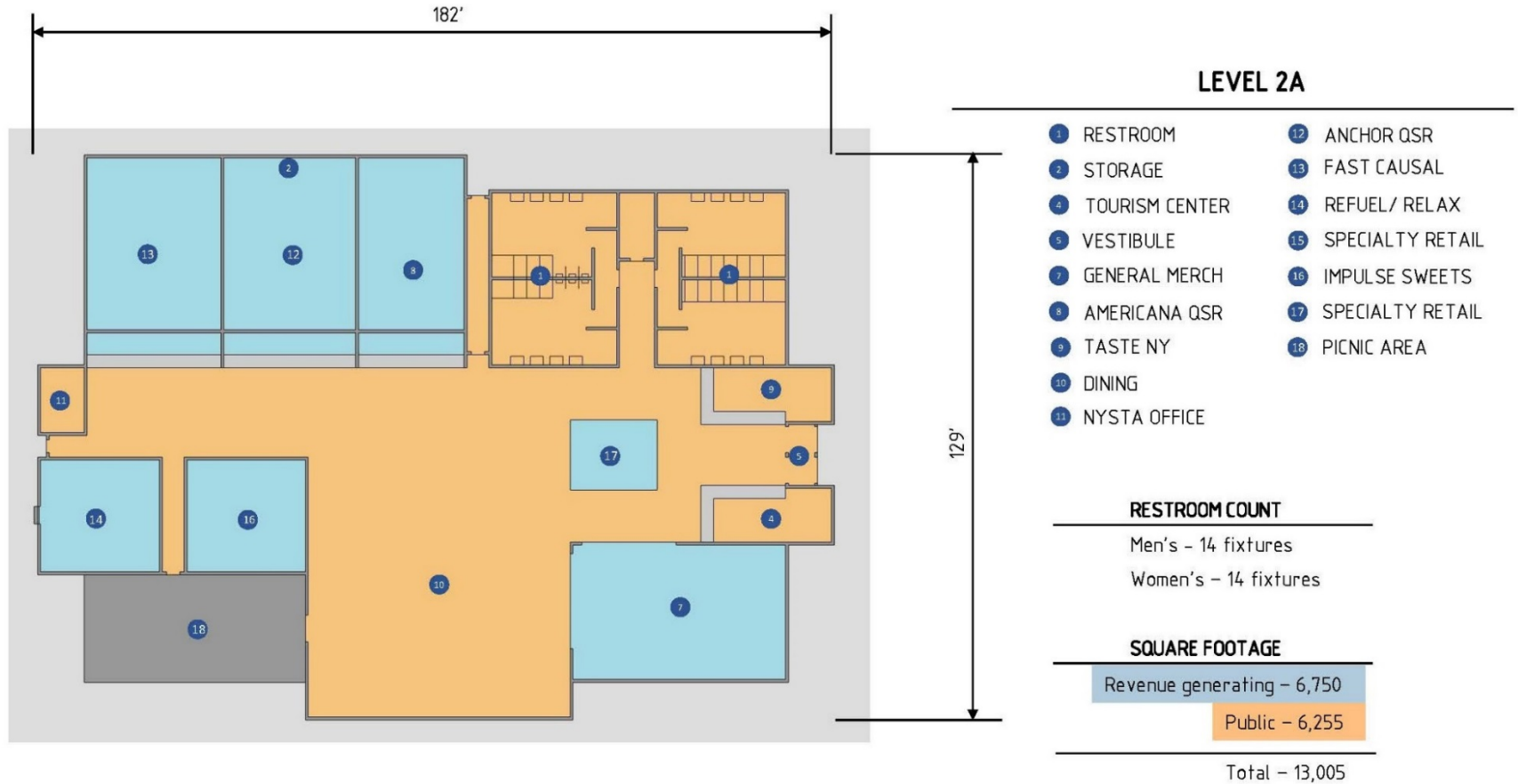


With all of the amenities of a Level 1, the Level 2A was developed primarily for daily commuters. Given the predominance of elongated sites along I-87, it is envisioned that drive-thru lanes could be added to better serve the “grab and go” market. Other services included in a Level 2A: variety of food, convenience store and retail options for travelers, especially those on the go and a seasonal farm market.





## LEVEL 2A CONCEPTUAL FLOOR PLAN



### Designated Level 2A Commuter-Focused Service Areas:

- Ardsley
- Sloatsburg
- Ulster
- Malden
- Ramapo

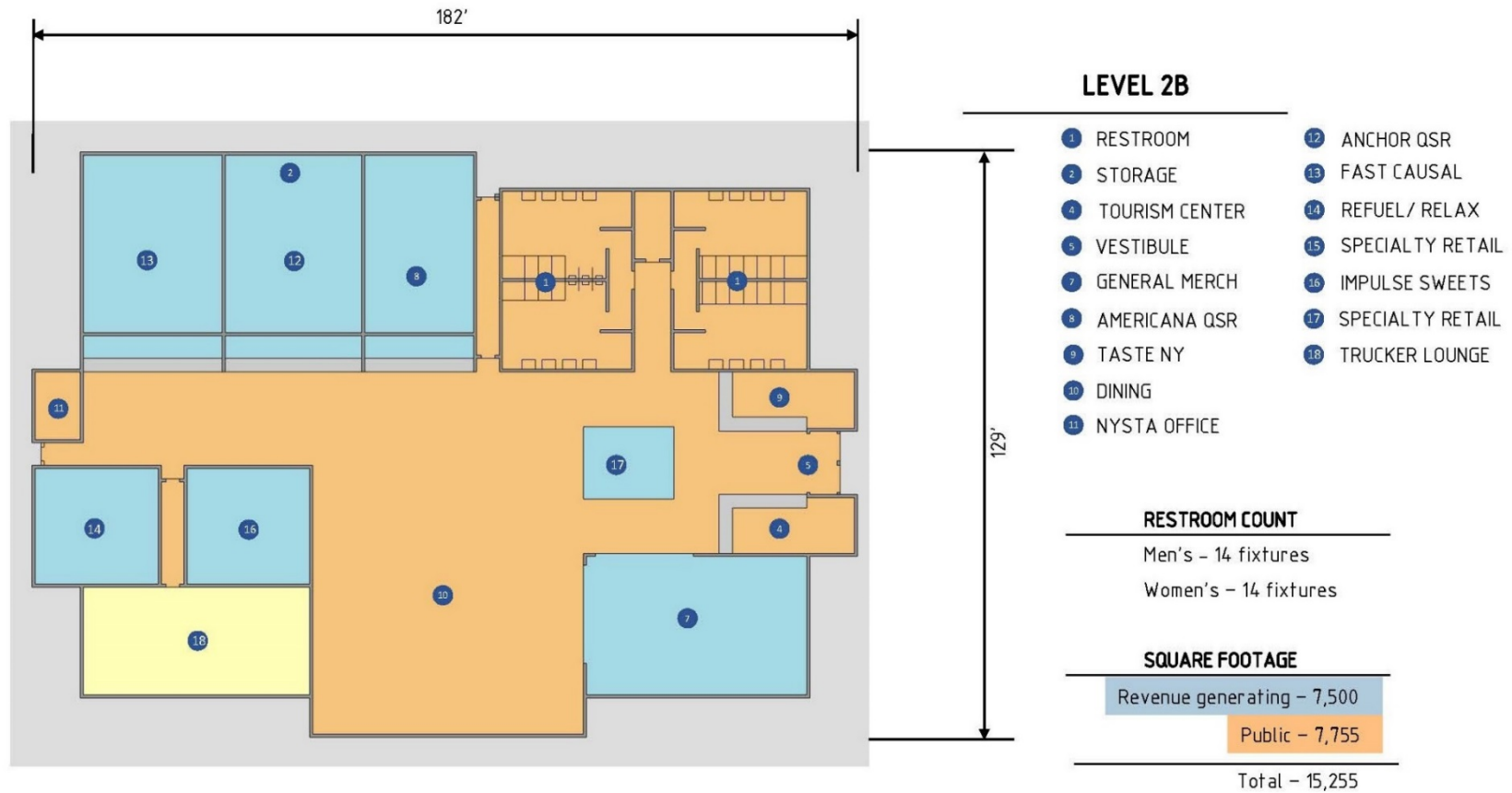
### 3. Level 2B – Enhanced Service Area (14,905 SF)



The design emphasizes a “sense of place”, celebrates travel, and encourages longer dwell times. This prototype is the closest to the current Thruway Service Areas. Where possible and acceptable to the Authority, a 1,500 square foot Truckers Lounge for professional drivers would be incorporated into the facilities with a secured indoor separate entrance, single occupancy shower facilities, and a coin-operated laundry. Service Areas for consideration of a Truckers Lounge and expanded services include: Pembroke, Clarence, Pattersonville and Guilderland. All other amenities as mentioned in a 2A would be incorporated.



## LEVEL 2B CONCEPTUAL FLOOR PLAN



### Designated Level 2B Enhanced Format Service Areas:

- Pattersonville\*
- Iroquois
- Warners
- Junius Ponds
- Ontario
- Clarence\*
- Pembroke\*
- Scottsville
- Port Byron

- Mohawk
- Guilderland\*

\* Recommended Truckers Lounge Service Areas



#### 4. Level 3 – Flagship Service Area (22,655 SF)



At over 7,000 SF larger than the Level 2B Service Areas, these Service Areas are envisioned as destination properties with the broadest selection of products and services. The prototype calls for 11,155 SF of public area and 11,500 SF of leasable tenant space for a wide range of local, regional, and nationally-recognized food, beverage and retail options. For the Level 3 Service Areas, the Authority encourages the development of an Artisan Food Hall with 2 to 4 stalls and a rotating roster of hyper-local dining options.

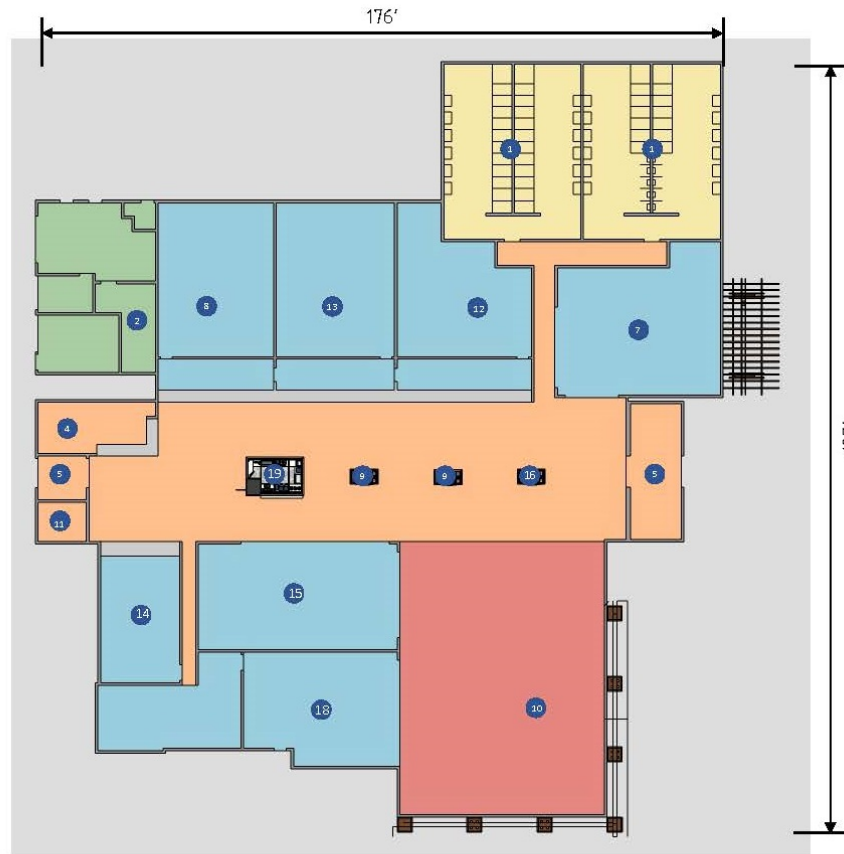








## LEVEL 3 CONCEPTUAL FLOOR PLAN



### LEVEL 3

- |                  |                     |
|------------------|---------------------|
| 1 RESTROOM       | 12 ANCHOR QSR       |
| 2 STORAGE        | 13 FAST CASUAL      |
| 4 TOURISM CENTER | 14 REFUEL/ RELAX    |
| 9 VESTIBULE      | 15 SPECIALTY RETAIL |
| 7 GENERAL MERCH  | 16 IMPULSE SWEETS   |
| 8 AMERICANA QSR  | 17 SPECIALTY RETAIL |
| 9 TASTE NY       | 18 CASUAL DINING    |
| 10 DINING        | 19 FOOD HALL        |
| 11 NYSTA OFFICE  |                     |

#### RESTROOM COUNT

Men's - 24 fixtures

Women's - 24 fixtures

#### SQUARE FOOTAGE

Revenue generating - 12,050

Public - 10,355

Total - 22,405

### Designated Level 3 Flagship Service Areas:

- |                 |                   |
|-----------------|-------------------|
| • Plattekill    | • Angola          |
| • New Baltimore | • Clifton Springs |
| • Chittenango   | • Oneida          |

- Modena

**WESTBOUND/NORTHBOUND: NEW YORK CITY TO BUFFALO**

| SERVICE AREA             | MP  | DIR | DISTANCE FROM LAST S/A | 2017 PASSING TRAFFIC |            | 2017 ANNUAL SALES | NEW LEVEL |
|--------------------------|-----|-----|------------------------|----------------------|------------|-------------------|-----------|
|                          |     |     |                        | AADT                 | ANNUAL     |                   |           |
| 1. Ardsley               | 6   | N   | 6 Miles                | 24,020               | 8,767,300  | \$ 3,262,323      | <b>2A</b> |
| 2. Sloatsburg ▢          | 33  | N   | 27 Miles               | 47,344               | 17,280,560 | 8,671,476         | <b>2A</b> |
| 3. Plattekill ▢          | 65  | N   | 32 Miles               | 22,540               | 8,227,059  | 7,023,408         | <b>3</b>  |
| 4. Malden ◇ ▢            | 103 | N   | 38 Miles               | 18,725               | 6,834,800  | 5,231,346         | <b>2A</b> |
| 5. New Baltimore North ▢ | 127 | N   | 24 Miles               | 41,888               | 15,289,120 | 9,410,380         | <b>3</b>  |
| 6. Pattersonville ▢      | 168 | W   | 41 Miles               | 14,859               | 5,423,582  | 5,365,793         | <b>2B</b> |
| 7. Iroquois ▢            | 210 | W   | 42 Miles               | 11,995               | 4,363,538  | 3,749,322         | <b>2B</b> |
| 8. Schuyler ◇ ▢          | 227 | W   | 17 Miles               | 12,152               | 4,435,578  | 1,779,729         | <b>1</b>  |
| 9. Chittenango ▢         | 266 | W   | 39 Miles               | 20,331               | 7,420,746  | 3,182,774         | <b>3</b>  |
| 10. Warners ◇ ▢          | 292 | W   | 26 Miles               | 19,613               | 7,158,677  | 4,555,643         | <b>2B</b> |
| 11. Junius Ponds ▢       | 324 | W   | 32 Miles               | 19,254               | 7,027,560  | 3,167,061         | <b>2B</b> |
| 12. Seneca               | 350 | W   | 26 Miles               | 31,255               | 11,408,091 | 2,412,877         | <b>1</b>  |
| 13. Ontario ◇ ▢          | 376 | W   | 26 Miles               | 14,824               | 5,410,886  | 2,977,976         | <b>2B</b> |
| 14. Clarence ▢           | 412 | W   | 36 Miles               | 21,464               | 7,834,276  | 2,674,791         | <b>2B</b> |
| 15. Angola West ◇        | 447 | W   | 35 Miles               | 27,996               | 10,218,371 | 8,647,615         | <b>3</b>  |

**EASTBOUND/SOUTHBOUND: BUFFALO TO NEW YORK CITY**

|                         |     |   |          |           |            |           |           |
|-------------------------|-----|---|----------|-----------|------------|-----------|-----------|
| ❖ Angola East ◇         | 447 | E | 48 Miles | See above |            |           |           |
| 16. Pembroke ▢          | 397 | E | 50 Miles | 21,294    | 7,772,310  | 4,598,684 | <b>2B</b> |
| 17. Scottsville         | 366 | E | 31 Miles | 14,824    | 5,410,886  | 2,887,952 | <b>2B</b> |
| 18. Clifton Springs ▢   | 337 | E | 29 Miles | 21,111    | 7,705,687  | 5,235,193 | <b>3</b>  |
| 19. Port Byron ◇ ▢      | 310 | E | 27 Miles | 18,488    | 6,748,055  | 3,489,431 | <b>2B</b> |
| 20. DeWitt ◇            | 280 | E | 30 Miles | 16,276    | 5,940,689  | 2,127,923 | <b>1</b>  |
| 21. Oneida ▢            | 244 | E | 36 Miles | 14,592    | 5,326,242  | 4,285,287 | <b>3</b>  |
| 22. Indian Castle ▢     | 210 | E | 34 Miles | 11,955    | 4,363,538  | 3,127,898 | <b>1</b>  |
| 23. Mohawk ◇            | 172 | E | 38 Miles | 14,859    | 5,423,582  | 2,523,473 | <b>2B</b> |
| 24. Guilderland ◇       | 153 | E | 19 Miles | 40,114    | 14,641,524 | 2,432,664 | <b>2B</b> |
| ❖ New Baltimore South ▢ | 127 | S | 26 Miles | See above |            |           |           |
| 25. Ulster ▢            | 96  | S | 31 Miles | 20,171    | 7,362,565  | 5,014,185 | <b>2A</b> |
| 26. Modena ◇ ▢          | 66  | S | 30 Miles | 22,540    | 8,227,059  | 5,752,341 | <b>3</b>  |
| 27. Ramapo ◇ ▢          | 33  | S | 33 Miles | 47,344    | 17,280,560 | 4,814,710 | <b>2A</b> |

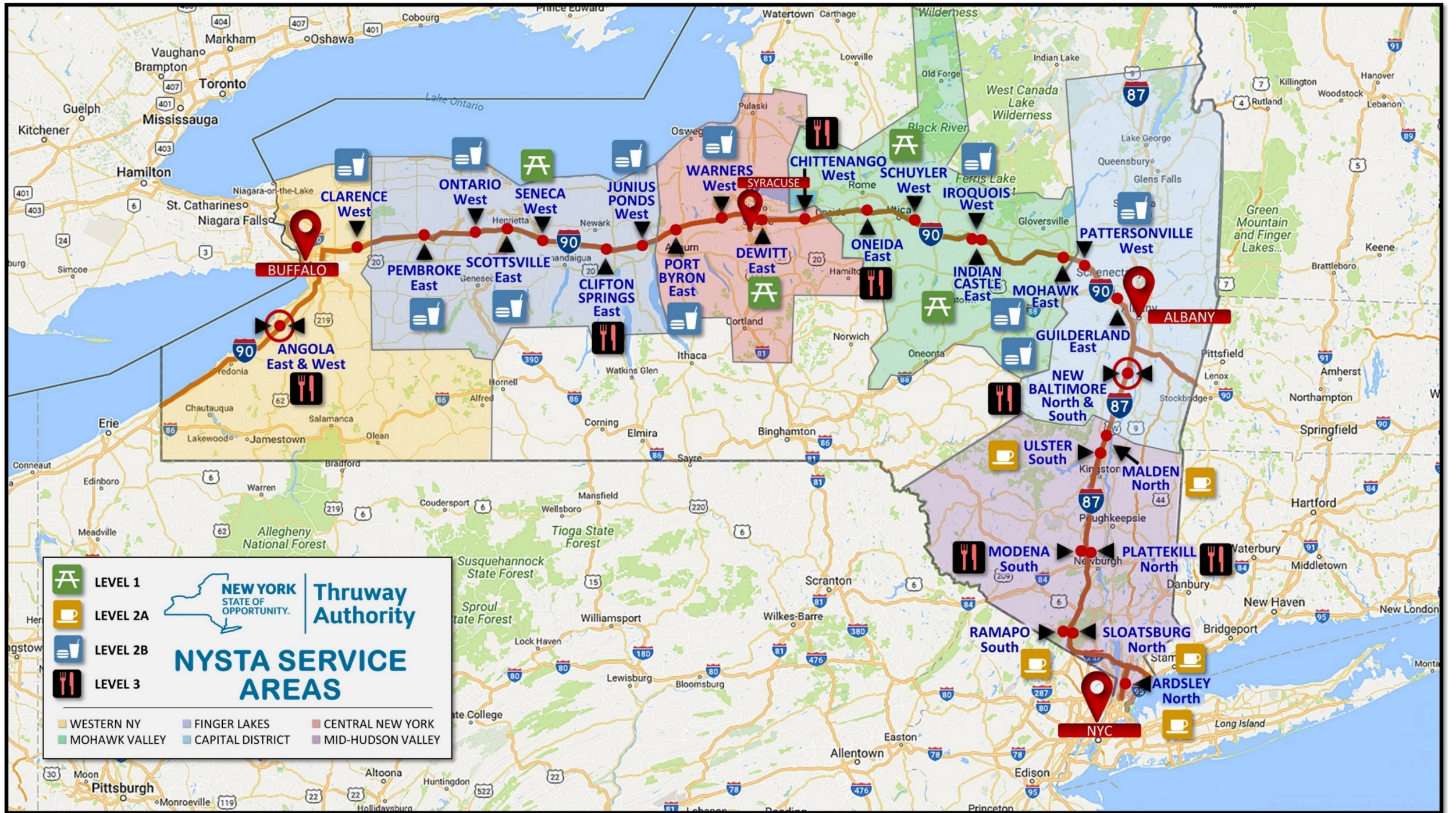
❖ Dual Access Service Area | ◇ McDonald's locations | ▢ Waste Water Treatment Plant

By implementing this approach, NYSTA's Conceptual Plan would deliver:

- Four (4) Level 1 – Limited Service Areas,
- Five (5) Level 2A – Commuter-Focused Service Areas,
- Eleven (11) Level 2B – Small Format Service Areas, and
- Seven (7) Level 3 – Flagship Service Areas.

A system map of the Conceptual Plan implementation is on the next page.



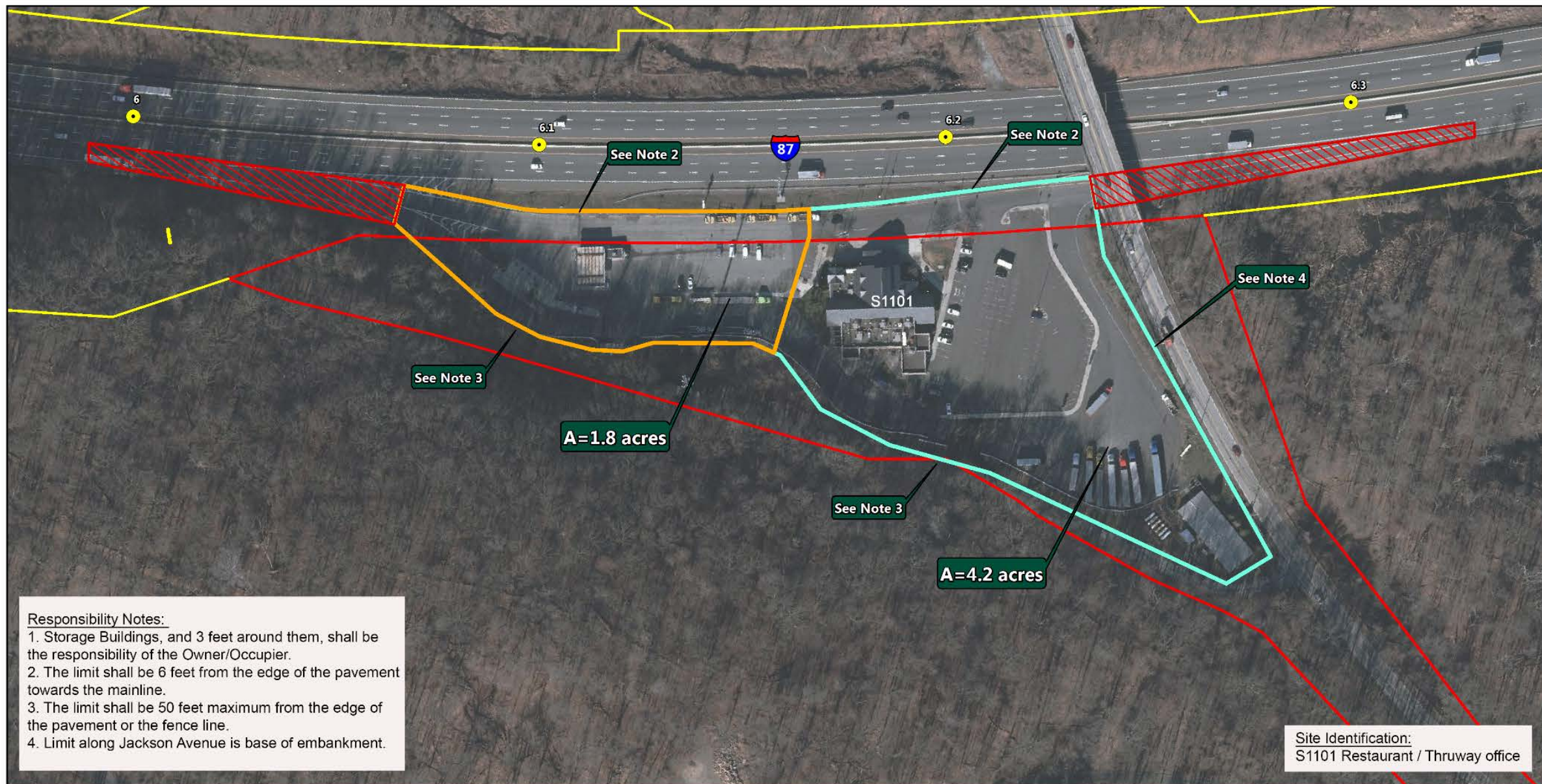




# **EXHIBIT 6**





## **SERVICE AREA RESPONSIBILITY MAPS**





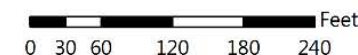
## Ardsley Service Area - Mile Post 6 NB - New York Division, Greenburgh, Westchester County

### Legend

|   |                                     |   |  |
|---|-------------------------------------|---|--|
|  | Gas Station Operator Responsibility |  | Service Area Boundary                                  |
|  | Restaurant Operator Responsibility  |  | NYSTA Snow Removal and De-icing Area of Responsibility |

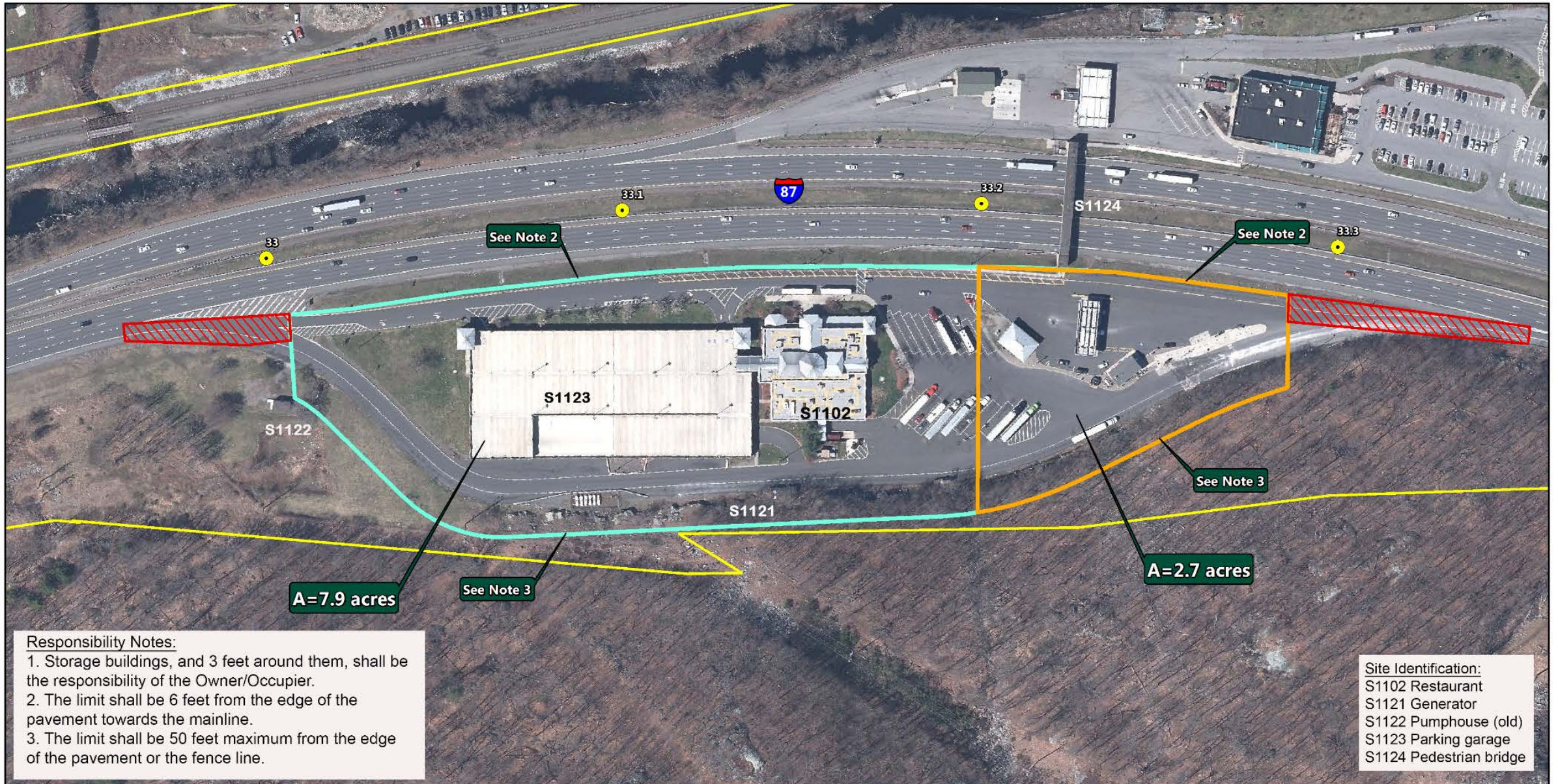
### RESPONSIBILITY MAP

|   |                    |
|---|--------------------|
|  | NYSTA ROW Boundary |
|---|--------------------|



October 7, 2018





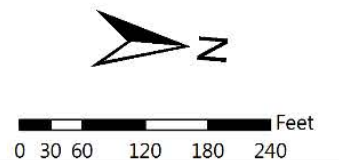
## Sloatsburg Service Area - Mile Post 33 NB - New York Division, Ramapo, Rockland County

### Legend

|  |                                     |  |  |
|--|-------------------------------------|--|--|
|  | Gas Station Operator Responsibility |  | NYSTA ROW Boundary                                     |
|  | Restaurant Operator Responsibility  |  | NYSTA Snow Removal and De-icing Area of Responsibility |

### RESPONSIBILITY MAP

October 7, 2018



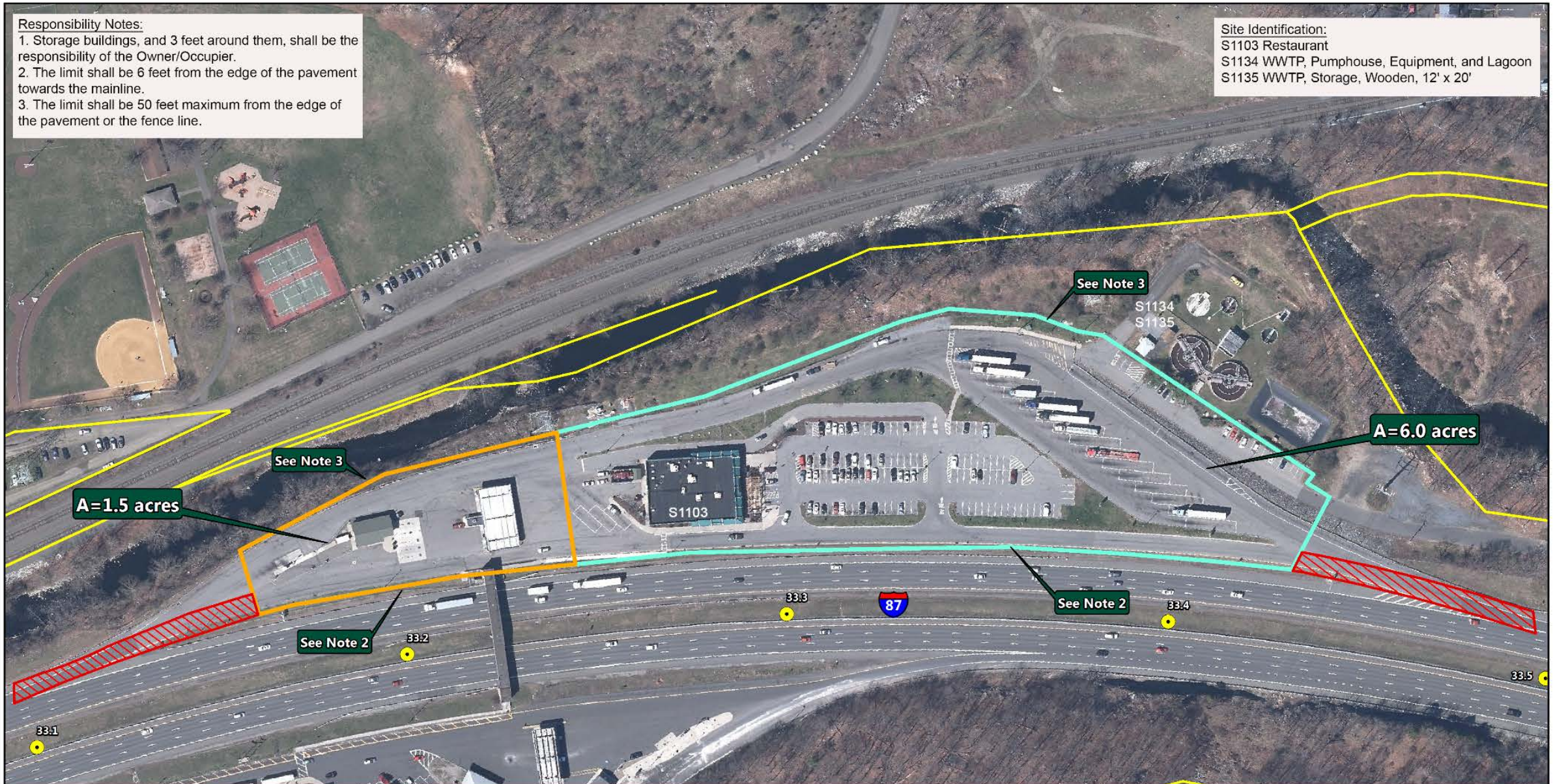


**Responsibility Notes:**

1. Storage buildings, and 3 feet around them, shall be the responsibility of the Owner/Occupier.
2. The limit shall be 6 feet from the edge of the pavement towards the mainline.
3. The limit shall be 50 feet maximum from the edge of the pavement or the fence line.

**Site Identification:**

S1103 Restaurant  
S1134 WWTP, Pumphouse, Equipment, and Lagoon  
S1135 WWTP, Storage, Wooden, 12' x 20'







**Ramapo Service Area - Mile Post 33 SB - New York Division, Ramapo, Rockland County**



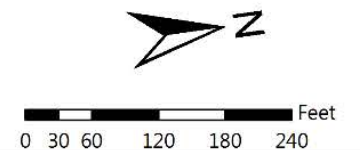
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Data Provided by NYS GIS Clearinghouse & Other Third Parties.

**Legend**

- |   |  |
|---|--|
|  Gas Station Operator Responsibility |  NYSTA ROW Boundary                                     |
|  Restaurant Operator Responsibility  |  NYSTA Snow Removal and De-icing Area of Responsibility |

**RESPONSIBILITY MAP**

October 7, 2018



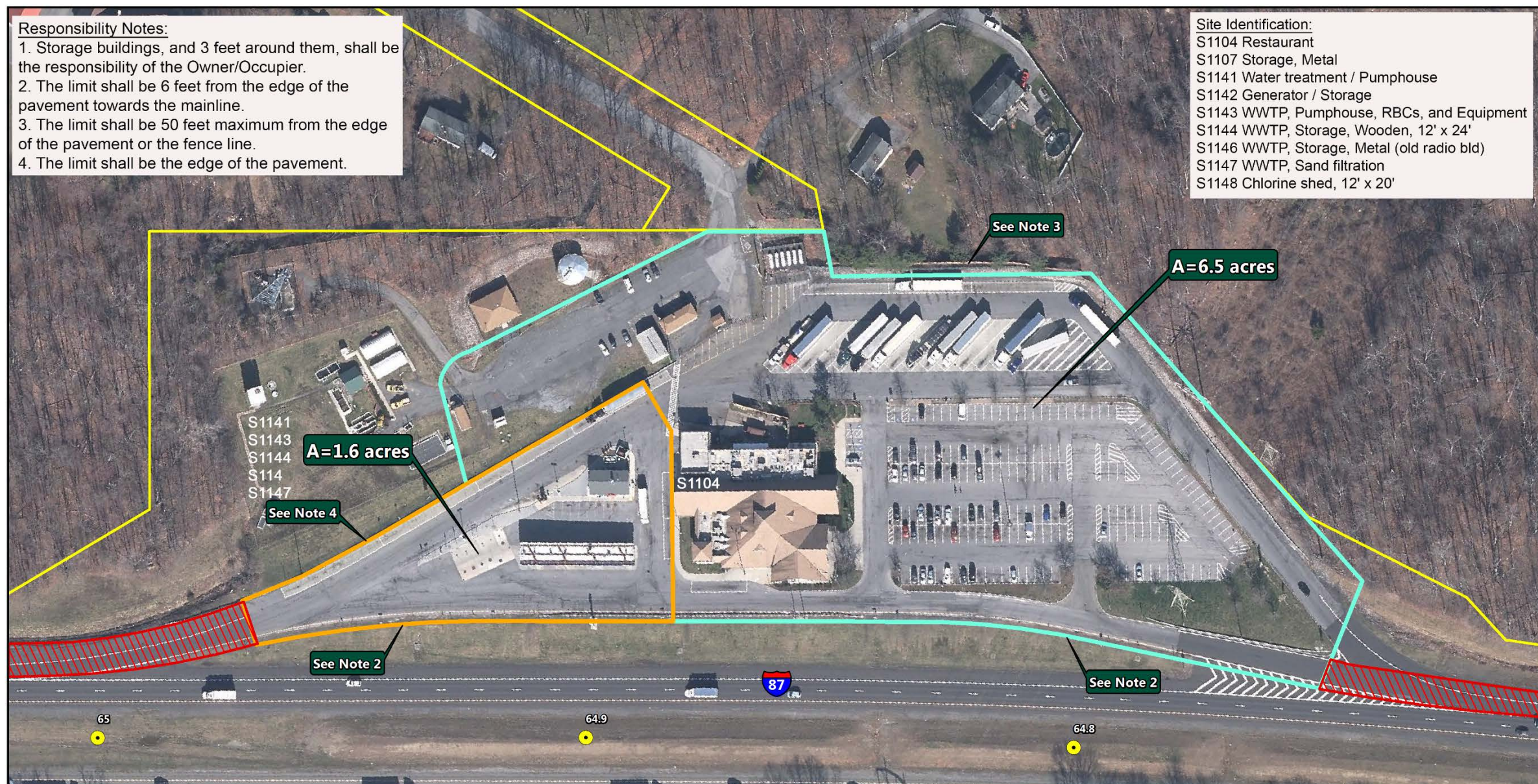


**Responsibility Notes:**

1. Storage buildings, and 3 feet around them, shall be the responsibility of the Owner/Occupier.
2. The limit shall be 6 feet from the edge of the pavement towards the mainline.
3. The limit shall be 50 feet maximum from the edge of the pavement or the fence line.
4. The limit shall be the edge of the pavement.

**Site Identification:**

S1104 Restaurant  
S1107 Storage, Metal  
S1141 Water treatment / Pumphouse  
S1142 Generator / Storage  
S1143 WWTP, Pumphouse, RBCs, and Equipment  
S1144 WWTP, Storage, Wooden, 12' x 24'  
S1146 WWTP, Storage, Metal (old radio bld)  
S1147 WWTP, Sand filtration  
S1148 Chlorine shed, 12' x 20'



**Plattekill Service Area - Mile Post 65 NB - New York Division, Newburgh, Orange County**

**GPI**



Produced for Planning Purposes Only.  
Data Provided by NYS GIS Clearinghouse & Other Third Parties.

**Legend**

- |                                     |  |
|-------------------------------------|--|
| Gas Station Operator Responsibility | NYSTA ROW Boundaries                                   |
| Restaurant Operator Responsibility  | NYSTA Snow Removal and De-icing Area of Responsibility |

**RESPONSIBILITY MAP**



0 30 60 120 180 Feet

October 7, 2018



**Responsibility Notes:**

1. Storage buildings, and 3 feet around them, shall be the responsibility of the Owner/Occupier.
2. The limit shall be 6 feet from the edge of the pavement towards the mainline.
3. The limit shall be 50 feet maximum from the edge of the pavement or the fence line.
4. The limit shall be 6 feet behind the edge of pavement.

**Site Identification:**

- S1105 Restaurant
- S1151 Garbage Storage
- S1152 WWTP, Pumphouse, RBCs, and Equipment
- S1153 WWTP, Storage, Wooden, 12' x 24'
- S1154 WWTP, Final contact chamber
- S1155 WWTP, Sand filtration



**Modena Service Area - Mile Post 66 SB - New York Division, Newburgh, Orange County**

**Legend**

- |                                     |  |
|-------------------------------------|--|
| Gas Station Operator Responsibility | NYSTA ROW Boundary                                     |
| Restaurant Operator Responsibility  | NYSTA Snow Removal and De-icing Area of Responsibility |

**RESPONSIBILITY MAP**



0 30 60 120 180 Feet

October 7, 2018



**Responsibility Notes:**

1. Storage buildings, and 3 feet around them, shall be the responsibility of the Owner/Occupier.
2. The limit shall be 6 feet from the edge of the pavement towards the mainline.
3. The limit shall be 50 feet maximum from the edge of the pavement or the fence line.

**Site Identification:**

- S2101 Restaurant
- S2122 WWTP, Pumphouse and Equipment
- S2123 WWTP, Storage, 8' x 16'
- S2124 WWTP, Storage, 20' x 24'
- S2125 Emergency generator and Water treatment plan
- S2126 Tricking filter
- S2129 Storage shed, 12' x 16' Type VB



**Ulster Service Area - Mile Post 96 SB - Albany Division, Ulster, Ulster County**



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Data Provided by NYS GIS Clearinghouse & Other Third Parties.

**Legend**

- |                                     |  |
|-------------------------------------|--|
| Gas Station Operator Responsibility | NYSTA ROW Boundary                                     |
| Restaurant Operator Responsibility  | NYSTA Snow Removal and De-icing Area of Responsibility |

**RESPONSIBILITY MAP**



October 7, 2018

0 30 60 120 180 Feet





**Responsibility Notes:**

1. Storage buildings, and 3 feet around them, shall be the responsibility of the Owner/Occupier.
2. The limit shall be 6 feet from the edge of the pavement towards the mainline.
3. The limit shall be 50 feet maximum from the edge of the pavement or the fence line.

**Site Identification:**  
 S2102 Restaurant  
 S2130 WWTP, Pumphouse, RBC and Equipment  
 S2132 Garbage storage  
 S2133 Water pumphouse  
 S2134 WWTP, Storage, 20' x 24'  
 S2135 Tricking filter  
 S2136 Remediation shed  
 S2137 WWTP, Final contact chamber, 12' x 15'

**Malden Service Area - Mile Post 103 NB - Albany Division, Saugerties, Ulster County**

|   |  |                                  |  |
|---|--|----------------------------------|--|
| <p>Produced for Planning Purposes Only.<br/>Data Provided by NYS GIS Clearinghouse &amp; Other Third Parties.</p> | <p><b>Legend</b></p> <div> <div>Orange outline</div> Gas Station Operator Responsibility         </div> <div> <div>Cyan outline</div> Restaurant Operator Responsibility         </div> <div> <div>Yellow outline</div> NYSTA ROW Boundary         </div> <div> <div>Red hatched</div> NYSTA Snow Removal and De-icing Area of Responsibility         </div> | <p><b>RESPONSIBILITY MAP</b></p> | <div> </div> <div> </div> <p>October 7, 2018</p> |
|---|--|----------------------------------|--|



# Responsibility Notes:

1. Storage buildings, and 3 feet around them, shall be the responsibility of the Owner/Occupier.
2. The limit shall be 6 feet from the edge of the pavement towards the mainline.
3. The limit shall be 50 feet maximum from the edge of the pavement or the fence line.
4. The limit shall be the edge of the pavement.

# Site Identification:

- S2103 Restaurant
- S2142 WWTP, Pumphouse, RBC and Equipment
- S2143 Operator storage, 12' x 12'
- S2144 WWTP, Storage, 20' x 24'
- S2145 Locker room / Office trailer
- S2146 Farm stand
- S2147 Trickling filter
- S2148 WWTP, Final contact chamber, 12' x 15'
- S2149 UV Building, 9' x 14', Type VB
- S2180 Operator storage, 10' x 12'



## New Baltimore Service Area - Mile Post 127 NB/SB - Albany Division, New Baltimore, Greene County

### RESPONSIBILITY MAP





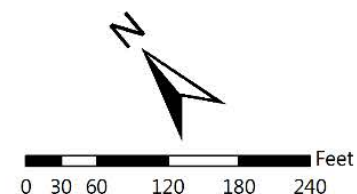
## Guilderland Service Area - Mile Post 153 EB - Albany Division, Guilderland, Albany County

### Legend

|  |                                     |  |  |
|--|-------------------------------------|--|--|
|  | Gas Station Operator Responsibility |  | NYSTA ROW Boundary                                     |
|  | Restaurant Operator Responsibility  |  | NYSTA Snow Removal and De-icing Area of Responsibility |

### RESPONSIBILITY MAP

October 7, 2018



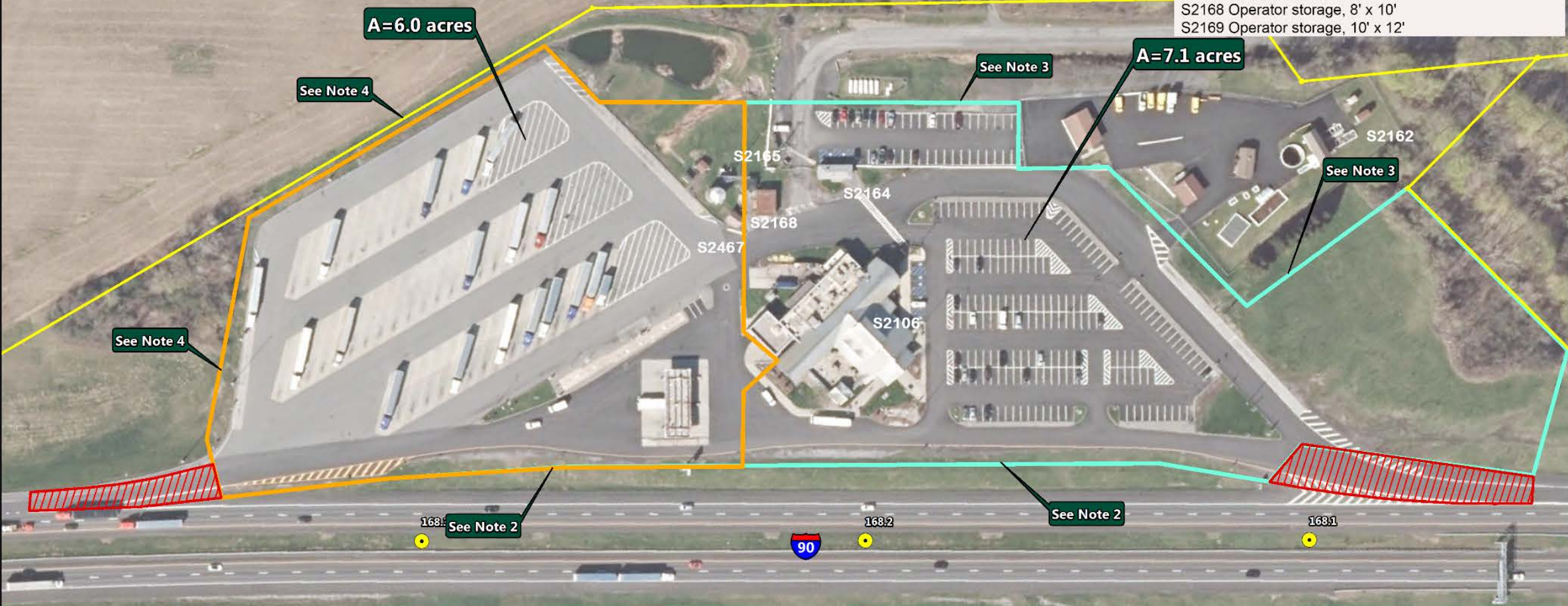


**Responsibility Notes:**

1. Storage buildings, and 3 feet around them, shall be the responsibility of the Owner/Occupier.
2. The limit shall be 6 feet from the edge of the pavement towards the mainline.
3. The limit shall be 50 feet maximum from the edge of the pavement or the fence line.
4. The limit shall be 6 feet behind the row of boulders.

**Site Identification:**

- S2106 Restaurant
- S2118 Storage, Metal
- S2161 WWTP, Pumphouse, Clarifier, and Aeration basins
- S2162 WWTP, Storage, 8' x 16'
- S2163 WWTP, Storage, 20' x 24'
- S2164 Emergency generator
- S2165 Operator storage, 12' x 12'
- S2166 WWTP, Storage, 6.5' x 8.5'
- S2167 Water valve building
- S2168 Operator storage, 8' x 10'
- S2169 Operator storage, 10' x 12'



**Pattersonville Service Area - Mile Post 168 WB - Albany Division, Pattersonville, Montgomery County**

**GPI**  
NEW YORK STATE OF OPPORTUNITY  
Thruway Authority

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**Legend**

|                                     |  |
|-------------------------------------|--|
| Gas Station Operator Responsibility | NYSTA ROW Boundary                                     |
| Restaurant Operator Responsibility  | NYSTA Snow Removal and De-icing Area of Responsibility |

**RESPONSIBILITY MAP**

















Feet  
0 30 60 120 180 240

October 7, 2018





**Mohawk Service Area - Mile Post 172 EB - Albany Division, Florida, Montgomery County**

|   |  |   |  |   |                    |   |                                 |   |  |                                  |  |
|---|--|---|--|---|--------------------|---|---------------------------------|---|--|----------------------------------|--|
| <br><br><b>Thruway Authority</b><br><small>Produced for Planning Purposes Only.<br/>Data Provided by NYS GIS Clearinghouse &amp; Other Third Parties.</small> | <p><b>Legend</b></p> <table><tr><td></td><td>Gas Station Operator Responsibility</td><td></td><td>NYSTA ROW Boundary</td></tr><tr><td></td><td>Restaurant Owner Responsibility</td><td></td><td>NYSTA Snow Removal and De-icing Area of Responsibility</td></tr></table> |  | Gas Station Operator Responsibility                    |  | NYSTA ROW Boundary |  | Restaurant Owner Responsibility |  | NYSTA Snow Removal and De-icing Area of Responsibility | <p><b>RESPONSIBILITY MAP</b></p> | <br><br><p>October 7, 2018</p> |
|    | Gas Station Operator Responsibility  |  | NYSTA ROW Boundary                                     |   |                    |   |                                 |   |  |                                  |  |
|    | Restaurant Owner Responsibility  |  | NYSTA Snow Removal and De-icing Area of Responsibility |   |                    |   |                                 |   |  |                                  |  |



**Responsibility Notes:**

1. Storage buildings, and 3 feet around them, shall be the responsibility of the Owner/Occupier.
2. The limit shall be 6 feet from the edge of the pavement towards the mainline.
3. The limit shall be 50 feet maximum from the edge of the pavement or the fence line.

**Site Identification:**

- S3101 Restaurant
- S3126 Generator
- S3127 Operator storage
- S3128 Water treatment plant (RO)
- S3129 WWTP, Pumphouse and Equipment
- S3130 WWTP, Aeration blower
- S3131 RO Plant, Storage, 10' x 12'
- S3137 WWTP, Storage shed, 12' x 14'



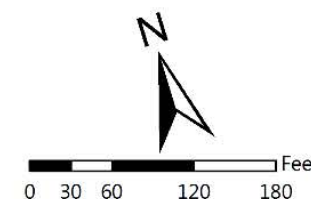
**Iroquois Service Area - Mile Post 210 WB - Syracuse Division, Danube, Herkimer County**

**Legend**

- |                                     |  |
|-------------------------------------|--|
| Gas Station Operator Responsibility | NYSTA ROW Boundary                                     |
| Restaurant Operator Responsibility  | NYSTA Snow Removal and De-icing Area of Responsibility |

**RESPONSIBILITY MAP**


October 7, 2018







## Indian Castle Service Area - Mile Post 210 EB - Syracuse Division, Danube, Herkimer County







**GPI**

NEW YORK STATE OF OPPORTUNITY

Thruway Authority


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**Legend**

|   |                                     |   |  |
|---|-------------------------------------|---|--|
|  | Gas Station Operator Responsibility |  | NYSTA ROW Boundary                                     |
|  | Restaurant Operator Responsibility  |  | NYSTA Snow Removal and De-icing Area of Responsibility |

**RESPONSIBILITY MAP**

**October 7, 2018**

  
0 30 60 120 180 Feet



**Responsibility Notes:**

- 1. Storage buildings, and 3 feet around them, shall be the responsibility of the Owner/Occupier.
- 2. The limit shall be 6 feet from the edge of the pavement towards the mainline.
- 3. The limit shall be 50 feet maximum from the edge of the pavement or the fence line.
- 4. The limit shall be 6 feet behind the edge of pavement.
- 5. The limit shall be the interior edge of the borders.

**Site Identification:**

- S3103 Restaurant
- S3137 WWTP, Storage shed, 12' x 14'
- S3138 Tourism Information Center (TIC), Storage
- S3139 Garbage storage
- S3140 WWTP, Pumphouse and Equipment
- S3141 WWTP, Final contact chamber



**Schuyler Service Area - Mile Post 227 WB - Syracuse Division, Schuyler, Herkimer County**



**Legend**

|  |                                     |  |  |
|--|-------------------------------------|--|--|
|  | Gas Station Operator Responsibility |  | NYSTA ROW Boundary                                     |
|  | Restaurant Operator Responsibility  |  | NYSTA Snow Removal and De-icing Area of Responsibility |


**RESPONSIBILITY MAP**

October 7, 2018





**Oneida Service Area - Mile Post 244 EB - Syracuse Division, Westmoreland, Oneida County**







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**Thruway  
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**Legend**

|   |                                     |   |  |
|---|-------------------------------------|---|--|
|  | Gas Station Operator Responsibility |  | NYSTA ROW Boundary                                     |
|  | Restaurant Operator Responsibility  |  | NYSTA Snow Removal and De-icing Area of Responsibility |

**RESPONSIBILITY MAP**

**October 7, 2018**

**Scale:** 0 30 60 120 180 Feet

**North Arrow:** N



**Responsibility Notes:**

1. Storage buildings, and 3 feet around them, shall be the responsibility of the Owner/Occupier.
2. The limit shall be 6 feet from the edge of the pavement towards the mainline.
3. The limit shall be 50 feet maximum from the edge of the pavement or the fence line.
4. The limit shall be behind the edge of the pavement.

**Site Identification:**

S3105 Restaurant  
S3119 Storage, Metal  
S3148 Generator  
S3149 WWTP, Storage shed, 10' x 12'  
S3150 WWTP, Pumphouse and Equipment  
S3151 WWTP, Final contact chamber  
S3152 Trickling filter



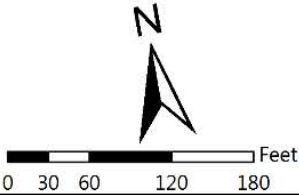
**Chittenango Service Area - Mile Post 266 WB - Syracuse Division, Sullivan, Madison County**

**Legend**

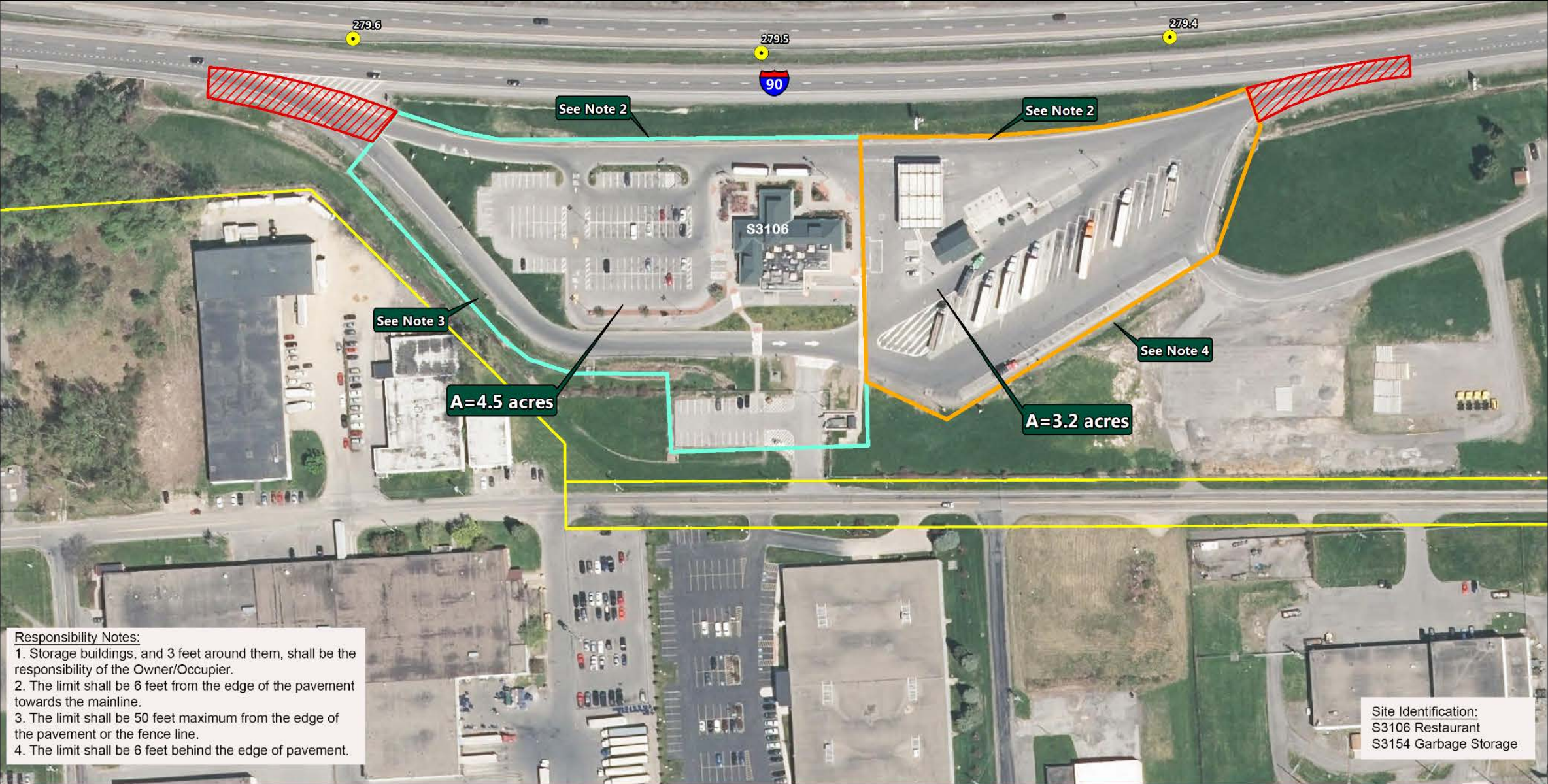
- |                                     |  |
|-------------------------------------|--|
| Gas Station Operator Responsibility | NYSTA ROW Boundary                                     |
| Restaurant Operator Responsibility  | NYSTA Snow Removal and De-icing Area of Responsibility |

**RESPONSIBILITY MAP**


October 7, 2018







**De Witt Service Area - Mile Post 280 EB - Syracuse Division, De Witt, Onondaga County**







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**Legend**

|   |                                     |   |  |
|---|-------------------------------------|---|--|
|  | Gas Station Operator Responsibility |  | NYSTA ROW Boundary                                     |
|  | Restaurant Operator Responsibility  |  | NYSTA Snow Removal and De-icing Area of Responsibility |

**RESPONSIBILITY MAP**

**N**



0 30 60 120 180 240 Feet

October 7, 2018



**Responsibility Notes:**

- 1. Storage buildings, and 3 feet around them, shall be the responsibility of the Owner/Occupier.
- 2. The limit shall be 6 feet from the edge of the pavement towards the mainline.
- 3. The limit shall be 50 feet maximum from the edge of the pavement or the fence line.
- 4. The limit shall be 6 feet behind the edge of pavement.

**Site Identification:**

- S3107 Restaurant
- S3156 WWTP, Storage shed, 16' x 24'
- S3157 Garbage storage
- S3158 WWTP, Pumphouse and Equipment
- S3159 WWTP, Final contact chamber
- S3160 Tricking filter
- S3179 Remediation



**Warners Service Area - Mile Post 292 WB - Syracuse Division, Van Buren, Onondaga County**

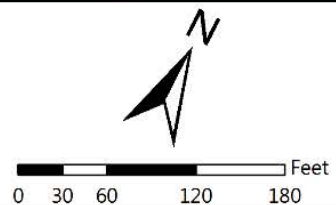


**Legend**

- |                                     |  |
|-------------------------------------|--|
| Gas Station Operator Responsibility | NYSTA ROW Boundary                                     |
| Restaurant Operator Responsibility  | NYSTA Snow Removal and De-icing Area of Responsibility |

**RESPONSIBILITY MAP**



October 7, 2018







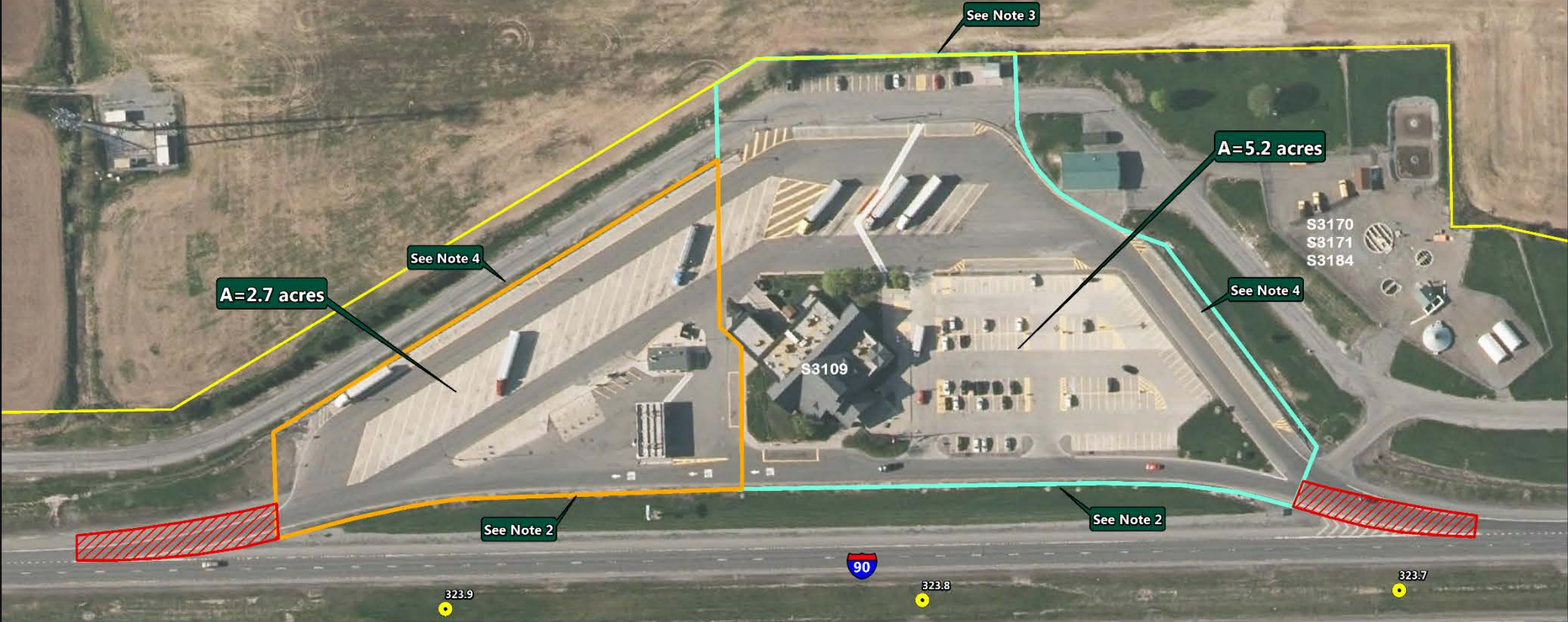
# Port Byron Service Area - Mile Post 310 EB - Syracuse Division, Montezuma, Cayuga County

|  |   |                                  |                        |   |
|--|---|----------------------------------|------------------------|---|
|  <p><b>GPI</b></p> <p>NEW YORK STATE OF OPPORTUNITY</p> <p>Thruway Authority</p> <p><small>Produced for Planning Purposes Only.<br/>Data Provided by NYS GIS Clearinghouse &amp; Other Third Parties.</small></p> | <p><b>Legend</b></p> <ul style="list-style-type: none"> <li><span style="border: 2px solid orange; padding: 2px;"> </span> Gas Station Operator Responsibility</li> <li><span style="border: 2px solid cyan; padding: 2px;"> </span> Restaurant Operator Responsibility</li> <li><span style="border: 2px solid yellow; padding: 2px;"> </span> NYSTA ROW Boundary</li> <li><span style="border: 2px solid red; padding: 2px;"> </span> NYSTA Snow Removal and De-icing Area of Responsibility</li> </ul> | <p><b>RESPONSIBILITY MAP</b></p> | <p>October 7, 2018</p> |  <p>0 30 60 120 180 Feet</p> |
|--|---|----------------------------------|------------------------|---|




Responsibility Notes:  
1. Storage buildings, and 3 feet around them, shall be the responsibility of the Owner/Occupier.  
2. The limit shall be 6 feet from the edge of the pavement towards the mainline.  
3. The limit shall be 50 feet maximum from the edge of the pavement or the fence line.  
4. The limit shall be the guide rail.

Site Identification:  
S3109 Restaurant  
S3170 WWTP, Pumphouse, RBC, and Equipment  
S3171 Tricking filter  
S3184 WWTP, Storage shed, 16' x 24'







**Junius Ponds Service Area - Mile Post 324 WB - Syracuse Division, Junius, Seneca County**



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OPPORTUNITY  
**Thruway  
Authority**

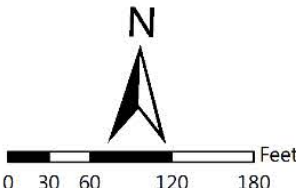
Produced for Planning Purposes Only.  
Data Provided by NYS GIS Clearinghouse & Other Third Parties.

**Legend**

|   |  |
|---|--|
|  Gas Station Operator Responsibility |  NYSTA ROW Boundary                                     |
|  Restaurant Operator Responsibility  |  NYSTA Snow Removal and De-icing Area of Responsibility |

**RESPONSIBILITY MAP**

**October 7, 2018**


















0 30 60 120 180 Feet





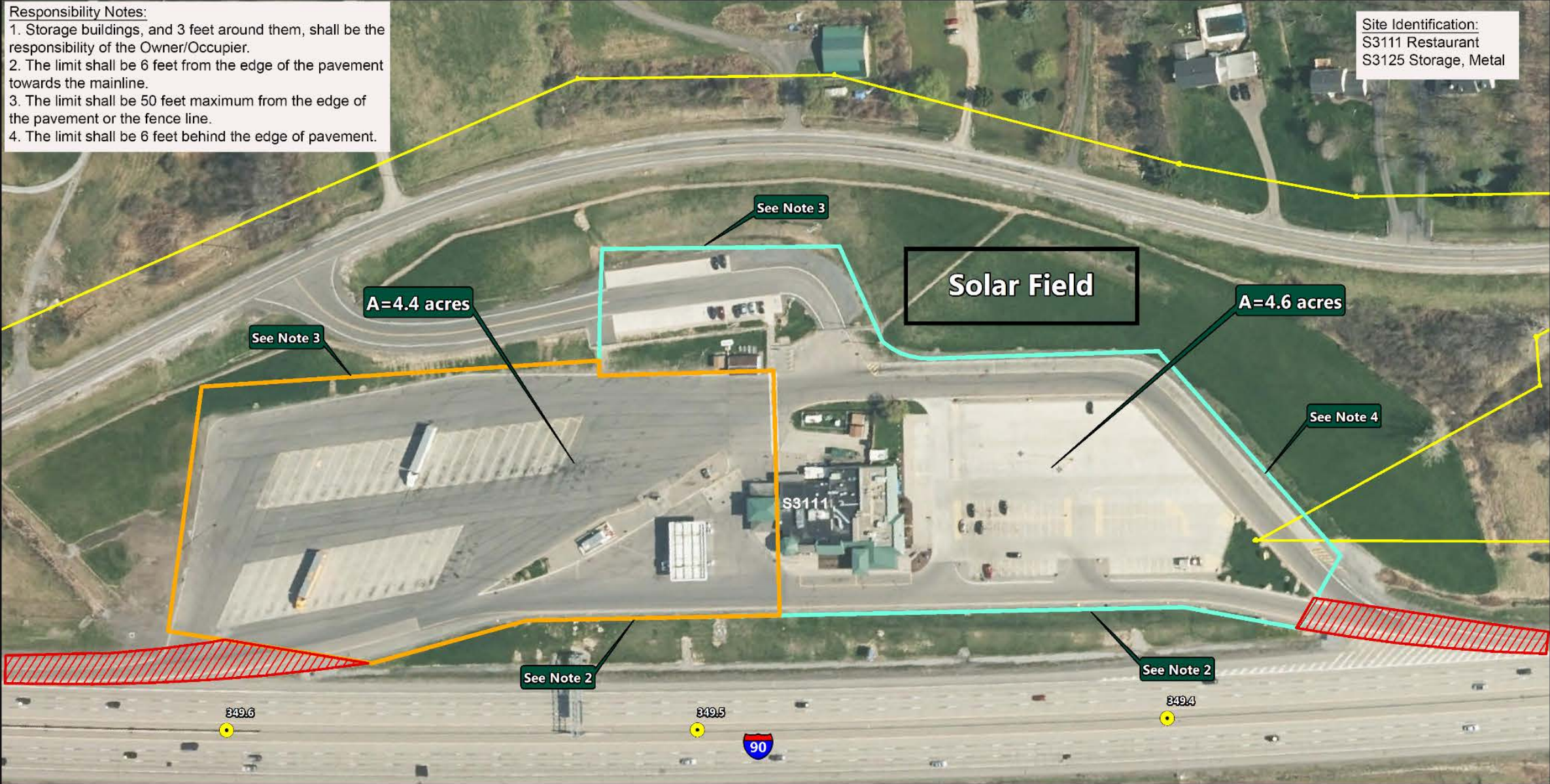
## Clifton Springs Service Area - Mile Post 337 EB - Syracuse Division, Manchester, Ontario County

|  |   |   |  |  |  |                                  |                        |   |
|--|---|---|--|--|--|----------------------------------|------------------------|---|
|  <p><b>NEW YORK STATE OF OPPORTUNITY</b></p> <p><b>Thruway Authority</b></p> <p><small>Produced for Planning Purposes Only.<br/>Data Provided by NYS GIS Clearinghouse &amp; Other Third Parties.</small></p> | <p><b>Legend</b></p> <table border="0"> <tr> <td> Gas Station Operator Responsibilities</td> <td> NYSTA ROW Boundary</td> </tr> <tr> <td> Restaurant Operator Responsibility</td> <td> NYSTA Snow Removal and De-icing Area of Responsibility</td> </tr> </table> |  Gas Station Operator Responsibilities |  NYSTA ROW Boundary |  Restaurant Operator Responsibility |  NYSTA Snow Removal and De-icing Area of Responsibility | <p><b>RESPONSIBILITY MAP</b></p> | <p>October 7, 2018</p> |   |
|  Gas Station Operator Responsibilities  |  NYSTA ROW Boundary  |   |  |  |  |                                  |                        |   |
|  Restaurant Operator Responsibility   |  NYSTA Snow Removal and De-icing Area of Responsibility  |   |  |  |  |                                  |                        |   |




**Responsibility Notes:**  
1. Storage buildings, and 3 feet around them, shall be the responsibility of the Owner/Occupier.  
2. The limit shall be 6 feet from the edge of the pavement towards the mainline.  
3. The limit shall be 50 feet maximum from the edge of the pavement or the fence line.  
4. The limit shall be 6 feet behind the edge of pavement.

**Site Identification:**  
S3111 Restaurant  
S3125 Storage, Metal







**Seneca Service Area - Mile Post 350 WB - Syracuse Division, Victor, Ontario County**



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Data Provided by NYS GIS Clearinghouse & Other Third Parties.

**Legend**

|   |  |
|---|--|
|  Gas Station Operator Responsibility |  NYSTA ROW Boundary                                     |
|  Restaurant Operator Responsibility  |  NYSTA Snow Removal and De-icing Area of Responsibility |

**RESPONSIBILITY MAP**

**October 7, 2018**





0 30 60 120 180 Feet





# Scottsville Service Area - Mile Post 366 EB - Buffalo Division, Henrietta, Monroe County

|  |   |   |   |
|--|---|---|---|
|  <p><b>GPI</b></p> <p>NEW YORK STATE OF OPPORTUNITY</p> <p>Thruway Authority</p> <p><small>Produced for Planning Purposes Only.<br/>Data Provided by NYS GIS Clearinghouse &amp; Other Third Parties.</small></p> | <p><b>Legend</b></p> <ul style="list-style-type: none"> <li><span style="border: 2px solid orange; padding: 2px;"> </span> Gas Station Operator Responsibility</li> <li><span style="border: 2px solid cyan; padding: 2px;"> </span> Restaurant Operator Responsibility</li> <li><span style="border: 2px solid yellow; padding: 2px;"> </span> NYSTA ROW Boundary</li> <li><span style="border: 2px solid red; padding: 2px;"> </span> NYSTA Snow Removal and De-icing Area of Responsibility</li> </ul> | <p><b>RESPONSIBILITY MAP</b></p> <p>October 7, 2018</p> |  <p>0 30 60 120 180 Feet</p> |
|--|---|---|---|



**Responsibility Notes:**

1. Storage buildings, and 3 feet around them, shall be the responsibility of the Owner/Occupier.
2. The limit shall be 6 feet from the edge of the pavement towards the mainline.
3. The limit shall be 50 feet maximum from the edge of the pavement or the fence line.
4. The limit shall be 6 feet behind the edge of pavement.

**Site Identification:**

S4102 Restaurant  
 S4121 WWTP. Storage, Wooden, 12' x 16'  
 S4122 WWTP. Pumphouse, RBC, and Equipment  
 S4123 WWTP. Storage, Wooden, 12' x 24'  
 S4124 Garbage storage



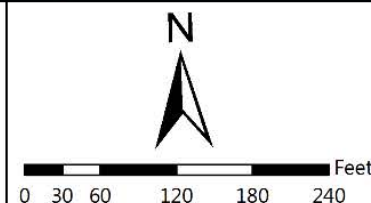
**Ontario Service Area - Mile Post 376 WB - Buffalo Division, Le Roy, Genesee County**

**Legend**

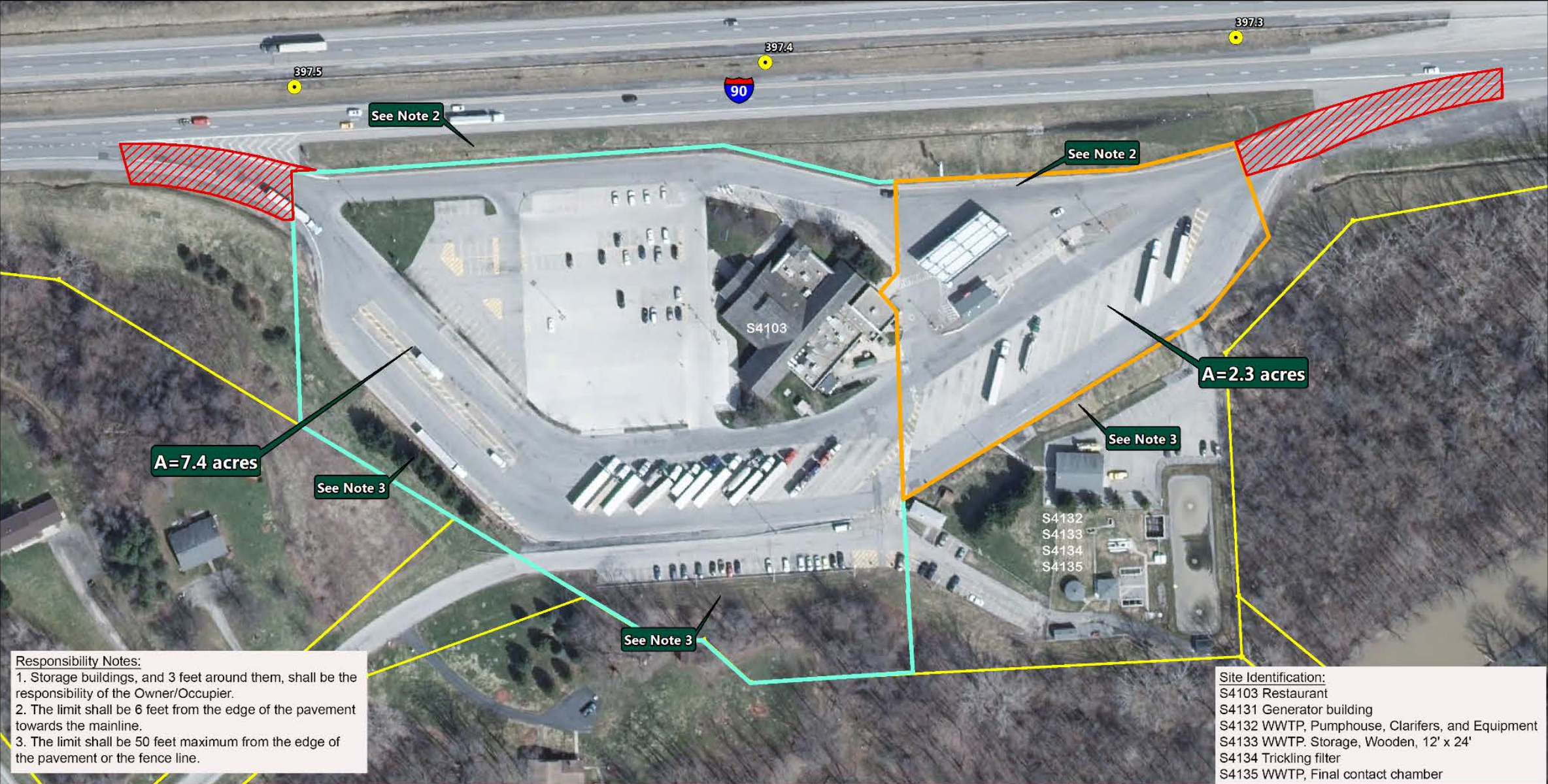
- |                                     |  |
|-------------------------------------|--|
| Gas Station Operator Responsibility | NYSTA ROW Boundary                                     |
| Restaurant Operator Responsibility  | NYSTA Snow Removal and De-icing Area of Responsibility |

**RESPONSIBILITY MAP**


October 7, 2018







**Pembroke Service Area - Mile Post 397 EB - Buffalo Division, Pembroke, Genesee County**







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**Legend**

|   |  |
|---|--|
|  Gas Station Operator Responsibility |  NYSTA ROW Boundary                                     |
|  Restaurant Operator Responsibility  |  NYSTA Snow Removal and De-icing Area of Responsibility |

**RESPONSIBILITY MAP**

**October 7, 2018**

N



0 30 60 120 180 Feet



**Responsibility Notes:**

1. Storage buildings, and 3 feet around them, shall be the responsibility of the Owner/Occupier.
2. The limit shall be 6 feet from the edge of the pavement towards the mainline.
3. The limit shall be 50 feet maximum from the edge of the pavement or the fence line.

**Site Identification:**

- S4104 Restaurant
- S4111 Storage, Metal
- S4141 WWTP. Pumphouse, RBC, and Equipment
- S4142 WWTP. Storage, Wooden, 12' x 24'
- S4143 WWTP. Storage, Wooden, 8' x 12'
- S4144 WWTP. Final contact chamber
- S4145 TIC storage, Wooden, 10' x 10'
- S4146 Remediation



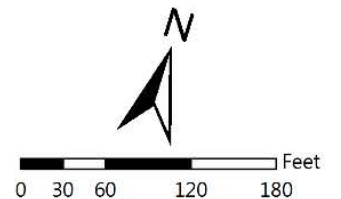
**Clarence Service Area - Mile Post 412 WB - Buffalo Division, Lancaster, Erie County**

**Legend**

- |                                     |  |
|-------------------------------------|--|
| Gas Station Operator Responsibility | NYSTA ROW Boundary                                     |
| Restaurant Operator Responsibility  | NYSTA Snow Removal and De-icing Area of Responsibility |

**RESPONSIBILITY MAP**

October 7, 2018






**Responsibility Notes:**  
1. Storage buildings, and 3 feet around them, shall be the responsibility of the Owner/Occupier.  
2. The limit shall be 6 feet from the edge of the pavement towards the mainline.  
3. The limit shall be 50 feet maximum from the edge of the pavement or the fence line.  
4. The limit shall be the top of the slope.  
5. the eastbound employee parking lot is the responsibility of the restaurant operator.

**Site Identification:**  
S4105 Restaurant  
S4150 Storage, Concrete



**Angola Service Area - Mile Post 447 EB/WB - Buffalo Division, Evans, Erie County**







**NEW YORK**  
STATE OF  
OPPORTUNITY


**Thruway  
Authority**

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**Legend**

|   |                                     |   |  |
|---|-------------------------------------|---|--|
|  | Gas Station Operator Responsibility |  | NYSTA ROW Boundary                                     |
|  | Restaurant Operator Responsibility  |  | NYSTA Snow Removal and De-icing Area of Responsibility |

**RESPONSIBILITY MAP**



0 100 200 300 400 Feet

October 7, 2018



# **SUPPLEMENT 1**

## **DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS**





**New York State Finance Law Sections 139-j and 139-k**  
**Disclosure of Prior**  
**Non-Responsibility Determinations**



Contract/Project/Transaction Description:

Contract # (if applicable): \_\_\_\_\_ Date: \_\_\_\_\_

Name of Offerer/Applicant: \_\_\_\_\_

Address: \_\_\_\_\_

Name and Title of Person Submitting this Form  
(if different from above): \_\_\_\_\_

Has any governmental entity\* made a finding of non-responsibility regarding the Offerer/Applicant in the previous four years where:

the basis for the finding of the Offerer/Applicant's non-responsibility was due to a violation of State Finance Law Section 139-j?

☐ No ☐ Yes

the basis for the finding of the Offerer/Applicant's non-responsibility was due to the intentional provision of false or incomplete information to a governmental entity?

☐ No ☐ Yes

*If yes, please provide details regarding the finding of non-responsibility below.*

Governmental Entity: \_\_\_\_\_

Date of Finding of Non-responsibility: \_\_\_\_\_

Basis of Finding of Non-responsibility (attach additional sheets if necessary):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Offerer certifies that all information provided to the Governmental Entity with respect to State Finance Law Section 139-k is complete, true and accurate.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (please print)

( ) -  
Telephone No.

\_\_\_\_\_  
Title

\* A "governmental entity" is: (1) any department, board, bureau, commission, division, office, council, committee or officer of New York State, whether permanent or temporary; (2) each house of the New York State Legislature; (3) the unified court system; (4) any public authority, public benefit corporation or commission created by or existing pursuant to the Public Authorities Law; (5) any public authority or public benefit corporation, at least one of whose members is appointed by the Governor or who serves as a member by virtue of holding a civil office of the State; (6) a municipal agency, as that term is defined in paragraph (ii) of subdivision (s) of section one-c of the Legislative Law; or (7) a subsidiary or affiliate of such a public authority.

For engineering agreements and construction contracts, submit this form to the Department of Engineering, 200 Southern Blvd., Albany, 12209. All other form submissions should be forwarded to the address listed on the solicitation material or application.

If you have any questions, please call the contact person listed on the solicitation material or application.



# **SUPPLEMENT 2**

## **CERTIFICATE OF COMPLIANCE REGARDING PERMISSIBLE CONTACTS DURING A PROCUREMENT AND THE PROHIBITION OF INAPPROPRIATE LOBBYING INFLUENCE**



**Thruway  
Authority**

**CERTIFICATE OF COMPLIANCE WITH THE AUTHORITY/CORPORATION GUIDELINES  
REGARDING PERMISSIBLE CONTACTS DURING A PROCUREMENT AND THE  
PROHIBITION OF INAPPROPRIATE LOBBYING INFLUENCE**

To protect the integrity and fairness of the procurement process and maintain public confidence in the Thruway Authority/Canal Corporation's (Authority/Corporation) stewardship role, all Authority/Corporation procurement decisions must be based on the merits of proposals, free of any inappropriate lobbying influence. Toward that end, the Authority/Corporation has adopted Guidelines Regarding Permissible Contacts During a Procurement and the Prohibition of Inappropriate Lobbying Influence (TAP-335), Guidelines with which all vendors/firms/proposers must comply. A copy of these Guidelines is available in the Purchasing Services section of the Authority's website at [www.thruway.ny.gov](http://www.thruway.ny.gov) or in the Doing Business section of the Corporation's website at [www.canals.ny.gov](http://www.canals.ny.gov). Further, Authority/Corporation funds may not be used to reimburse a vendor/firm for its outside lobbying expenses. Authority/Corporation payments made under a contract cannot be used to pay outside lobbying costs and a vendor/firm is prohibited from seeking reimbursement of such costs.

**Certification**

The undersigned certifies that the vendor/firm/proposer has read, understands and agrees to comply with the Authority/Corporation Guidelines Regarding Permissible Contacts During a Procurement and the Prohibition of Inappropriate Lobbying Influence (TAP-335). Further, the undersigned certifies that the vendor/firm/proposer will not utilize Authority/Corporation payments made under a contract or agreement, including an amendment, extension, renewal or change order to an existing contract, to pay outside lobbying expenses and will not seek reimbursement of such costs. The undersigned also certifies that he or she is authorized to bind the vendor/firm/proposer contractually.

|                           |                        |
|---------------------------|------------------------|
| _____<br>Contract No.     | _____<br>Description   |
| _____<br>Vendor/Firm Name | _____<br>Telephone No. |
| _____<br>Print Name       | _____<br>Title         |
| _____<br>Signature        | _____<br>Date          |

# **SUPPLEMENT 3**

## **STAFFING PLAN (EEO2)**







**Thruway  
Authority**

## STAFFING PLAN

**Submit with Bid or Proposal**

|                              |                          |   |
|------------------------------|--------------------------|---|
| <b>Solicitation No.:</b>     | <b>Reporting Entity:</b> | Report includes Contractor's/Subcontractor's:<br><input type="checkbox"/> Work force to be utilized on this contract<br><input type="checkbox"/> Total work force<br><input type="checkbox"/> Contractor<br><input type="checkbox"/> Subcontractor<br><input type="checkbox"/> Subcontractor's Name _____ |
| <b>Contractor's Name:</b>    |                          |   |
| <b>Contractor's Address:</b> |                          |   |

Enter the total number of employees for each classification in each of the Equal Employment Opportunities (EEO)-Job Categories identified

| EEO-Job Category         | Total Work force | Work force by Gender |                  | Work force by Race/Ethnic Identification |  |               |  |                  |  |               |  |                         |  |                  |  |                 |  |
|--------------------------|------------------|----------------------|------------------|--|--|---------------|--|------------------|--|---------------|--|-------------------------|--|------------------|--|-----------------|--|
|                          |                  | Total Male (M)       | Total Female (F) | White (M) (F)                            |  | Black (M) (F) |  | Hispanic (M) (F) |  | Asian (M) (F) |  | Native American (M) (F) |  | Disabled (M) (F) |  | Veteran (M) (F) |  |
| Officials/Administrators |                  |                      |                  |  |  |               |  |                  |  |               |  |                         |  |                  |  |                 |  |
| Professionals            |                  |                      |                  |  |  |               |  |                  |  |               |  |                         |  |                  |  |                 |  |
| Technicians              |                  |                      |                  |  |  |               |  |                  |  |               |  |                         |  |                  |  |                 |  |
| Sales Workers            |                  |                      |                  |  |  |               |  |                  |  |               |  |                         |  |                  |  |                 |  |
| Office/Clerical          |                  |                      |                  |  |  |               |  |                  |  |               |  |                         |  |                  |  |                 |  |
| Craft Workers            |                  |                      |                  |  |  |               |  |                  |  |               |  |                         |  |                  |  |                 |  |
| Laborers                 |                  |                      |                  |  |  |               |  |                  |  |               |  |                         |  |                  |  |                 |  |
| Service Workers          |                  |                      |                  |  |  |               |  |                  |  |               |  |                         |  |                  |  |                 |  |
| Temporary/Apprentices    |                  |                      |                  |  |  |               |  |                  |  |               |  |                         |  |                  |  |                 |  |
| Totals                   |                  |                      |                  |  |  |               |  |                  |  |               |  |                         |  |                  |  |                 |  |

|  |                       |   |
|--|-----------------------|---|
| <b>PREPARED BY (Signature):</b>                    | <b>TELEPHONE NO.:</b> | <b>DATE:</b>                                      |
|  | <b>EMAIL ADDRESS:</b> |   |
| <b>NAME AND TITLE OF PREPARER (Print or Type):</b> |                       | <b>Submit completed form with bid or proposal</b> |

# **SUPPLEMENT 4**

## **EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT (EEO3)**





## EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

I, \_\_\_\_\_, the (Operator/Contractor) \_\_\_\_\_ agree to adopt the following policies with respect to the project being developed or services rendered at \_\_\_\_\_

(a) The Operator/Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability, or marital status, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on Thruway Authority ("Authority") contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. As used in this clause, "affirmative action" shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, lay-off or termination, and rates of pay or other forms of compensation.

(b) At the request of the Authority, the Operator/Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status, and that such union or representative will affirmatively cooperate in the implementation of the Operator/Contractor's obligations herein.

(c) The Operator/Contractor shall state, in all solicitations or advertisements for employees, that in the performance of this contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. The Operator/Contractor shall include the provisions of (a), (b) and (c) above in every subcontract over \$25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon except where such work is for the beneficial use of the Operator/Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The Authority will consider compliance by an Operator/Contractor or its subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The Authority shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such Federal law, and if such duplication or conflict exists, the Authority may waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Operator/Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining thereto.



d) To the extent required by Article 15 of the State Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Operator/Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with State Labor Law §220-e, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Operator/Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, disability, sex or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in State Labor Law §230, then, in accordance with §239 thereof, the Operator/Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. The Operator/Contractor is subject to fines of \$50 per person per day for any violation of State Labor Law §§220-e or 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

(e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the NYS Thruway Authority contract

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_

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

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

\_\_\_\_\_ is designated as the Minority Business Enterprise Liaison  
(Name of Designated Liaison) responsible for administering the Minority and Women-Owned Business Enterprises- Equal Employment Opportunity (M/WBE-EEO) program.

\_\_\_\_\_  
(Authorized Representative)

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

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

# **SUPPLEMENT 5**

## **NYS DEPARTMENT OF TAXATION AND FINANCE CONTRACTOR CERTIFICATION**





New York State Department of Taxation and Finance

# Contractor Certification to Covered Agency

(Pursuant to Section 5-a of the Tax Law, as amended, effective April 26, 2006)

# ST-220-CA

(6/06)

**For information, consult Publication 223, Questions and Answers Concerning Tax Law Section 5-a (see Need Help? on back).**

|   |  |      |       |   |  |
|---|--|------|-------|---|--|
| Contractor name   |  |      |       | For covered agency use only<br>Contract number or description         |  |
| Contractor's principal place of business                  |  | City | State | ZIP code  |  |
| Contractor's mailing address (if different than above)    |  |      |       |   |  |
| Contractor's federal employer identification number (EIN) |  |      |       | Contractor's sales tax ID number (if different from contractor's EIN) |  |
| Contractor's telephone number                             |  |      |       | Covered agency name   |  |
| Covered agency address                                    |  |      |       | Covered agency telephone number                                       |  |

I, \_\_\_\_\_, hereby affirm, under penalty of perjury, that I am \_\_\_\_\_  
(name) (title)

of the above-named contractor, that I am authorized to make this certification on behalf of such contractor, and I further certify that:

(Mark an X in only one box)

☐ The contractor has filed Form ST-220-TD with the Department of Taxation and Finance in connection with this contract and, to the best of contractor's knowledge, the information provided on the Form ST-220-TD, is correct and complete.

☐ The contractor has previously filed Form ST-220-TD with the Tax Department in connection with \_\_\_\_\_  
(insert contract number or description)

and, to the best of the contractor's knowledge, the information provided on that previously filed Form ST-220-TD, is correct and complete as of the current date, and thus the contractor is not required to file a new Form ST-220-TD at this time.

Sworn to this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_  
(sign before a notary public)

\_\_\_\_\_  
(title)

## Instructions

### General information

Tax Law section 5-a was amended, effective April 26, 2006. On or after that date, in all cases where a contract is subject to Tax Law section 5-a, a contractor must file (1) Form ST-220-CA, *Contractor Certification to Covered Agency*, with a covered agency, and (2) Form ST-220-TD with the Tax Department before a contract may take effect. The circumstances when a contract is subject to section 5-a are listed in Publication 223, Q&A 3. This publication is available on our Web site, by fax, or by mail. (See *Need help?* for more information on how to obtain this publication.) In addition, a contractor must file a new Form ST-220-CA with a covered agency before an existing contract with such agency may be renewed.

If you have questions, please call our information center at 1 800 698-2931.

**Note:** Form ST-220-CA must be signed by a person authorized to make the certification on behalf of the contractor, and the acknowledgement on page 2 of this form must be completed before a notary public.

### When to complete this form

As set forth in Publication 223, a contract is subject to section 5-a, and you must make the required certification(s), if:

- The procuring entity is a *covered agency* within the meaning of the statute (see Publication 223, Q&A 5);
- The contractor is a *contractor* within the meaning of the statute (see Publication 223, Q&A 6); and
- The contract is a *contract* within the meaning of the statute. This is the case when it (a) has a value in excess of \$100,000 and (b) is a contract for *commodities* or *services*, as such terms are defined for purposes of the statute (see Publication 223, Q&A 8 and 9).

Furthermore, the procuring entity must have begun the solicitation to purchase on or after January 1, 2005, and the resulting contract must have been awarded, amended, extended, renewed, or assigned *on or after April 26, 2006* (the effective date of the section 5-a amendments).



On the \_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_, before me personally appeared \_\_\_\_\_, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that \_\_\_\_\_ he resides at \_\_\_\_\_,

County of \_\_\_\_\_

State of \_\_\_\_\_: and further that:

[Mark an **X** in the appropriate box and complete the accompanying statement.]

- ☐ (If an individual): \_he executed the foregoing instrument in his/her name and on his/her own behalf.
- ☐ (If a corporation): \_he is the \_\_\_\_\_  
of \_\_\_\_\_, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, \_he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, \_he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.
- ☐ (If a partnership): \_he is a \_\_\_\_\_  
of \_\_\_\_\_, the partnership described in said instrument; that, by the terms of said partnership, \_he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, \_he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.
- ☐ (If a limited liability company): \_he is a duly authorized member of \_\_\_\_\_, LLC, the limited liability company described in said instrument; that \_he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, \_he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

Notary Public

Registration No.

## Privacy notification

The Commissioner of Taxation and Finance may collect and maintain personal information pursuant to the New York State Tax Law, including but not limited to, sections 5-a, 171, 171-a, 287, 308, 429, 475, 505, 697, 1096, 1142, and 1415 of that Law; and may require disclosure of social security numbers pursuant to 42 USC 405(c)(2)(C)(i).

This information will be used to determine and administer tax liabilities and, when authorized by law, for certain tax offset and exchange of tax information programs as well as for any other lawful purpose.

Information concerning quarterly wages paid to employees is provided to certain state agencies for purposes of fraud prevention, support enforcement, evaluation of the effectiveness of certain employment and training programs and other purposes authorized by law.

Failure to provide the required information may subject you to civil or criminal penalties, or both, under the Tax Law.

This information is maintained by the Director of Records Management and Data Entry, NYS Tax Department, W A Harriman Campus, Albany NY 12227; telephone 1 800 225-5829. From areas outside the United States and outside Canada, call (518) 485-6800.

## Need help?



**Internet access:** [www.nystax.gov](http://www.nystax.gov)  
(for information, forms, and publications)



**Fax-on-demand forms:**

1 800 748-3676



**Telephone assistance** is available from 8:00 A.M. to 5:00 P.M. (eastern time), Monday through Friday.

1 800 698-2931

**To order forms and publications:**

1 800 462-8100


**From areas outside the U.S. and outside Canada:**

(518) 485-6800

**Hearing and speech impaired (telecommunications device for the deaf (TDD) callers only):**

1 800 634-2110



 **Persons with disabilities:** In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, please call 1 800 972-1233.

# **SUPPLEMENT 6**

## **PRE-PROPOSAL CONFERENCE / SITE VISIT RELEASE**



## PRE-PROPOSAL CONFERENCE/SITE VISIT RELEASE

### REQUEST FOR PROPOSAL

#### DESIGN, CONSTRUCTION, FINANCING, OPERATION AND MAINTENANCE OF 27 SERVICE AREAS ON THE NEW YORK STATE THRUWAY

On behalf of the business entity which I am authorized to bind contractually, or as a sole owner, I understand and acknowledge that a pre-proposal conference/site visit for the Request for Proposal regarding *[Insert RFP Description]* has been scheduled as follows and that the Authority urges all prospective Proposers for these services to attend:

Date: Tuesday, November 13, 2018  
Time: 1:00 PM to 3:30 PM  
Location: Red Lion Hotel  
205 Wolf Road  
Albany, NY 12205

In the event that the business entity I represent fails to attend this pre-proposal conference/site visit for any reason, it understands and agrees that it may not have the same information as other Proposers who do attend such conference/site visit. On behalf of such business entity, I hereby discharge and release the Authority, its successors, employees, agents and assigns, from any claim or liability which may arise out of or is connected in any way with this RFP, the pre-proposal conference/site visit, the Authority's selection process, or the award of a contract to any other Proposer. I also certify that I am authorized to execute this release on behalf of the business entity I represent, or as a sole owner.

---

Signature

---

Name (printed or typed)

---

Title

---

Company

---

Date



# **ATTACHMENT 1**

## **PAST PERFORMANCE (FORM E-1)**



**FORM E-1**  
**PAST PERFORMANCE**

For Proposer and each Team Member, complete a copy of Form E-1 (all tables). Insert additional rows to any table below, if needed.

[illegible][illegible]





# **ATTACHMENT 2**

## **PROPOSER AND TEAM MEMBER INFORMATION (FORM Q-1)**



**FORM Q - 1**  
**PROPOSER AND TEAM MEMBER INFORMATION**

| NAME OF PROPOSER   |                              |               |           |                           |
|--|------------------------------|---------------|-----------|---------------------------|
|  |                              |               |           |                           |
| Main office and contact details of Proposer  |                              |               |           |                           |
| Main office address:   |                              | Contact name  |           |                           |
|  |                              | Title         |           |                           |
|  |                              | Telephone No. |           |                           |
|  |                              | Email         |           |                           |
| IF PROPOSER IS MADE UP OF MORE THAN ONE PARTY, LIST ALL FIRMS THAT MAKE UP THE TEAM AND IDENTIFY THEIR ROLES, E.G.. DESIGN, CONSTRUCTION, OPERATION OR MAINTENANCE, FINANCING AND OTHER FIRMS. |                              |               |           |                           |
| Proposer Entity  | Name of Proposer Team Member | Contact info  | % of work | Role/Work to be performed |
| Design and Construction  |                              |               |           |                           |
|  |                              |               |           |                           |
|  |                              |               |           |                           |
|  |                              |               |           |                           |
|  |                              |               |           |                           |
|  |                              |               |           |                           |
| Operations & Maintenance   |                              |               |           |                           |
|  |                              |               |           |                           |
|  |                              |               |           |                           |
|  |                              |               |           |                           |
|  |                              |               |           |                           |
|  |                              |               |           |                           |
| Financing and Other  |                              |               |           |                           |
|  |                              |               |           |                           |
|  |                              |               |           |                           |
|  |                              |               |           |                           |
|  |                              |               |           |                           |

Additional comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_