KATHY HOCHUL
Governor

ROBERT L. MEGNA
Chair

FRANK G. HOARE, ESQ.
Executive Director

NOTICE TO PROPOSERS

#24C20 – NYSTA Fueling Facilities

July 24, 2026

Dear Proposer:

This notice is to advise potential proposers that the following correction was made to Exhibit 7 – Financial Proposal (Version 3).

- "Summary" tab, cell C4, formula corrected to "=*'2. Sloatsburg'!G46*"

Exhibit 7 – Financial Proposal (version 3) has not been revised in any material way and the link is provided below.

Exhibit 7 - Financial Proposal (version 3)

Thank you for your interest in this project.

Sincerely,

Sarah Normile
Contract Management Specialist 2

KATHY HOCHUL
Governor

ROBERT L. MEGNA
Chair

FRANK G. HOARE, ESQ.
Executive Director

NOTICE TO PROPOSERS

#24C20 – NYSTA Fueling Facilities

July 20, 2026

Dear Proposer:

This notice is to advise potential proposers of a section reference error in Addendum No. 4, issued on July 1, 2026.

Change No. 8 in Addendum No. 4 references a change made to section 2.3.3 (Rental Revenue from Operations). The correct section reference is Section 3.1.2 (Technical Proposal).

Thank you for your interest in this project.

Sincerely,

Sarah Normile
Contract Management Specialist 2

NEW YORK STATE | Thruway Authority

KATHY HOCHUL
Governor

ROBERT L. MEGNA
Chair

FRANK G. HOARE, ESQ.
Executive Director

NOTICE TO PROPOSERS

#24C20 – NYSTA Fuel Facilities

July 1, 2026

Dear Proposer:

Attached is Addendum #4 and Batch #3 of Questions and Answers for RFP #24C20.

Thank you for your interest in this project.

Sincerely,

Sarah Normile
Contract Management Specialist 2

KATHY HOCHUL
Governor

ROBERT L. MEGNA
Chair

FRANK G. HOARE, ESQ.
Executive Director

Authority Responses to Written Questions
Batch #3

RFP #24C20
NYSTA Fuel Facilities

July 1, 2026

On April 23, 2026, the New York State Thruway Authority ("Authority" or "NYSTA") issued a Request for Proposals ("RFP") #24C20 for NYSTA Fuel Facilities. Pursuant to the RFP, all prospective Proposers are given an opportunity to submit written questions concerning this RFP to the Authority by June 4, 2026. The Authority will issue responses to questions received in batches with the final batch of responses being issued on or before July 1, 2026.

The Authority received the following questions and is providing the following responses in accordance with Section 1.4 of the RFP. Please note that similar questions have been grouped together to avoid repetition and to facilitate ease of review.

REVISED RESPONSE TO BATCH #1, QUESTION 32

Question #	RFP Page #	Section Reference	Bidder Question	Authority Response
32		General	Will there be a release attendee list for this conference?	Yes, see attachment titled "Pre-Proposal Conference Attendees (revised 6-29-26)."

BATCH #3 QUESTIONS

Question #	RFP Page #	Section Reference	Bidder Question	Authority Response
1	12	Section 2.2 Minimum Qualifications	Please confirm whether the Certificates of Contractor Registration are required to be submitted with the RFP submission for all contractors that will be used. Is it sufficient to say all contractors will be registered, with certificates provided in advance of any construction works commencing on the Facilities?	In order for a proposer to meet the Minimum Qualifications, Proposer must provide their Certificate of Contractor Registration from the NYS Department of Labor with their Proposal. Please refer to RFP Section 4.8 for additional information regarding contractors and subcontracts performing construction work on public work projects.
2	13	Section 2.2.1(A)(1)(b)	Can the Authority please confirm that the reference to provision of "real-time" data by leak detection systems can be satisfied by way of a prompt notification obligation?	Note that "real-time" detection and a notification requirement are two different standards. Proposers are required to be in compliance with all NYS laws, rules and regulations, including Department of Environmental Conservation (DEC) 6 NYCRR part 613 which requires notification to DEC within two (2) hours of any leak, spill, etc. The Authority requires notification simultaneously with DEC. See Addendum #4 for revision to RFP Section 2.2.1.A.1.b), Technology Upgrades paragraph.
3	18, 24	Sections 2.2.1(B)(3)(a) and 2.2.2(C)(3)	Can the Authority please confirm whether the reference to "Contract Award" refers to the date of selecting the Operator or the date of the Lease? Would the Authority anticipate agreement of the Master Transition Schedule, Environmental Management Plans, and other required plans (including construction submittals to be provided as referred to in 2.2.2(B)), prior to signing of Lease?	The reference to contract award refers to the execution and approval of the final Lease Agreement but in no case will be prior to April 1, 2027. The Authority will accept a submittal of the Master Transition Schedule prior to Contract Award but may not agree to same until after award. The Environmental Management Plans and other required plans shall be submitted according to the RFP and Lease terms.

<table>
<tr><th>Question #</th><th>RFP Page #</th><th>Section Reference</th><th>Bidder Question</th><th>Authority Response</th></tr>
<tr><td>4</td><td></td><td></td><td>In response to Question #4 in the Q&A released by the Authority in connection with Addendum #1 to the RFP, the Authority stated that:
“The Operator will be required to perform any remediation activities required by NYSDEC to address contamination through the lease period. The Authority will be responsible for costs associated with addressing pre-existing environmental contamination unless the contractor has exacerbated on-site conditions or has contributed to the contamination.
Given the historic use of the fueling facilities, the Operator should assume that the Fueling Facilities have contamination that may require remediation. The Authority will allow scheduling relief for delays caused by remediation but will not provide monetary relief for delays related to remediation.
Between 18 months and 6 months prior to the end of the lease, the Operator will be required to conduct an investigation of environmental conditions. The cost of remediation required by applicable laws and regulations of any contamination found at the Fueling Facilities shall be allocated between the Operator and the Authority with the Operator responsible for at least eighty-five percent (85%) of the remediation costs and NYSTA responsible for no more than fifteen percent (15%) of remediation costs.”
We appreciate the response but note that the position reflected in the Q&A should be clearly delineated in the RFP, specifically Exhibit 3.
Please confirm that the following is intended to be the risk allocation with respect to Regulated Site Conditions:
<table>
<tr><th>Regulated Site Condition</th><th>Reimbursement for Costs of Remediation</th><th>Schedule Relief (extension of Scheduled Opening Date)</th><th>Costs associated with delays resulting from Regulated Site Conditions</th></tr>
<tr><td>Pre-existing (regardless of whether known or unknown)</td><td>Authority</td><td>Authority</td><td>Authority</td></tr>
<tr><td>Acts or omissions of an Operator Person caused or exacerbated Regulated Site Conditions</td><td>Operator (except at end of end of Term, when split is 85/15)</td><td>Operator</td><td>Operator</td></tr>
<tr><td>Acts or omissions of a third party caused or exacerbated Regulated Site Conditions after the Commencement Date</td><td>Operator (except at end of end of Term, when split is 85/15)</td><td>Operator</td><td>Operator</td></tr>
</table>
</td><td>Confirmed, however please note that any remediation required related to petroleum is considered a “Covered Regulated Site Condition”. Section 1.03 (B) of Exhibit L2 expressly states that Covered Regulated Site Conditions can receive scheduling relief, but not compensation pursuant to Section 1.05(A). Remediation that is required for pre-existing hazardous substances that are not petroleum-related would be eligible for compensation relief.</td></tr>
</table>

Question #	RFP Page #	Section Reference	Bidder Question	Authority Response
5	25	2.2.2.C.5 - Contaminated Materials/ Hazardous Substances	Has staff from the Regional Environmental Unit made a determination yet as to whether a Phase I or Phase II ESAs will be required (in accordance with NYS DOT Environmental Manual Section 4.4.20)? Given the historical use, it seems likely that Phase II ESAs may be required but, given the number of locations, the RFP should be clear on the requirements for ESAs so that all of the potential bidders are on equal footing.	The Authority does not require Phase I or Phase II Environmental Site Assessments. If the proposer believes an environmental assessment is necessary, it should be reflected in its proposal.
6	29 and 109	2.3.3(1) and TS 5.07	Section 2.3.3.(1) of the RFP provides for late payment interest at 9% per day. Section 5.07 of the Term Sheet provides for late payment interest at 9% per month. Please reconcile these inconsistencies.	Revisions made to RFP Section 2.3.3.(1) and RFP Exhibit 2, Section 5.07, see Addendum #4.
7	87	Exhibit 3	Throughout Exhibit 3, the Term Sheet makes references to "dispute resolution procedures" but the Term Sheet does not include a stand-alone dispute resolution article or provisions. Will the Term Sheet be revised to include dispute resolution provisions?	Not at this time. Exhibit 3 is only intended to outline the *key terms*, rather than serve as the exhaustive final Lease. The RFP notes that "The Authority will prepare the Lease Agreement," and explicitly states that the terms and conditions listed in Exhibit 3 "are subject to further development by the Authority". The Authority agrees that language regarding dispute resolution procedures may be discussed and potentially incorporated during Lease negotiations.
8	97	Section 3.02 of Ex. 3	The absence of the ability to terminate the Lease Agreement (in whole or in part) if a Fueling Facility is affected by a Force Majeure for an extended period of time and an obligation on behalf of the Authority to pay termination compensation in the case of such termination creates material uncertainty for lenders and equity in extended downside scenarios. Will the Authority consider revising the Lease Agreement to include Force Majeure termination rights (and a clearly defined termination payment mechanism) for the impacts of extended Force Majeure events?	Exhibit 3 is only intended to outline the *key terms*, rather than serve as the exhaustive final Lease. The RFP notes that "The Authority will prepare the Lease Agreement," and explicitly states that the terms and conditions listed in Exhibit 3 "are subject to further development by the Authority". The Authority agrees that force majeure termination rights may be discussed and potentially incorporated during Lease negotiations.
9	105	Section 5.09 of Ex. 3	Would the Authority consider allowing a letter of credit to replace the cash security deposit required by Section 5.09 of the Lease Agreement?	The Authority rejects this change.
10	149	Section 10.05 of Ex. 3	Would the Authority consider allowing a letter of credit in lieu of the surety bonds required by Section 10.05 of the Lease Agreement?	The Authority rejects this change.
11	179	Exhibit L1	Could the Authority revise the definition of Lease Year to make it clear that each twelve-month period commences on January 1 and ends on December 31?	The Authority will not revise the definition of Lease Year. Please refer to the definition of Lease Year in Exhibit L1 to Exhibit 3 and Section 3.01 of Exhibit 3.
12			Please provide the current DEF gallonage on a per site basis	The Authority does not have this information.

Question #	RFP Page #	Section Reference	Bidder Question	Authority Response
13		Addendum 1	In Addendum #1 the Authority confirmed the funding of the Renewal and Replacement Reserve Account will only commence during each Lease Year following the Opening Date of the Fueling Facility. However, Exhibit 6 - Capital Funding assumes the account will be funded in all 27 years of the Lease even if a Facility is in construction during the first Lease Year. Can the Authority please confirm if Exhibit 6 will be updated to account for when the construction period is expected to start/end for each Fueling Facility as this will impact the timing of the first deposit?	Refer to Batch #1, Question #53.
14		Section 2.2.1.B.2.a)	Is there a requirement to accept cash for MHD charging? This would not be industry standard.	Please refer to Section 2.2.1.B.2.a.
15			Is there a requirement to have a minimum annual guaranteed rent for MHD charging? Given the uncertainty around adoption and uptake, this would be very unusual and normally the rent would be based on a % of sales alone.	Please see Addendum #4.
16			Does the MHD charging infrastructure need to be installed by a certain date?	Redevelopment Work, as defined in RFP Exhibit 3 (Key Terms for Agreement), Exhibit L1 (Definitions), includes the installation of MHD charging infrastructure. Please refer to Section 2.2.1.A.2.d) for timeline for Redevelopment work.
17			Will the fuel service operator have exclusivity on MHD charging at all sites on the New York State Thruway?	Generally, the Authority anticipates that the Successful Proposer will have exclusive rights to MHD charging at all fueling facilities. However, exclusivity cannot be guaranteed in all circumstances and may be limited by site-specific space constraints, safety considerations, regulatory requirements, future operational needs, or other Authority-determined factors.
18	11	Section 2.2.1 A.1.b) – Technology Upgrades	Is there a list of approved "State of the Art POS" systems?	No.
19	14	Section 2.2.1 A.2.c) – Technology Integration	Does mobile pay offering have to be embedded in a state-provided app also?	No.

Question #	RFP Page #	Section Reference	Bidder Question	Authority Response
20	14, 16–17	Section 2.2.1 A.2.c) & B.2.a) – Technology Integration / Customer Services	Please provide definitions and examples of bus driver and trucker loyalty cards.	For purposes of this RFP, "bus driver loyalty cards" and "trucker loyalty cards" refer to customer rewards, or fleet-affiliated programs designed to encourage repeat patronage by professional drivers and commercial transportation operators.
21	29	Section 2.2.1 B.1.d) – Safety and Security Plan	Who owns and operates the camera systems? Does operator have to provide camera access to NY?	Please refer to section 2.2.1.B.1.d and section 7.08.A; the Successful Proposer would need to provide the Authority access upon request.
22	16	Section 2.2.1 B.1.f) – Fuel Pricing	Is there a list of approved fuel price survey companies? Is PriceEasy on the approved list?	Please refer to section 2.2.1.B.1.f
23	16	Section 2.2.1 B.1.g) – 24/7 Operations	Who owns and operates the ATMs?	The current fuel operator(s) provides the ATMs.
24	20	Section 2.2.1 B.6.b) – Authorized Products	Who owns and operates lottery?	It is at the discretion of the Successful Proposer as to who would run/own any lottery operations. Lottery operations, if any, are subject to the requirements and oversight of the New York State Gaming Commission.
25	16–17	Section 2.2.1 B.2.a) – Customer Services	Is Pay at the Pump required on commercial fuel dispensers?	Please refer to section 2.2.1.B.2.a
26	17	Section 2.2.1 B.2.b) – Commercial Truck Driver Services	What are the requirements for parking monitoring? Do we provide that data real-time to NY?	Per RFP Section 2.2.1 B.2.b), parking monitoring is not required but encouraged. Per Section 2.1 - Background, the Authority is seeking Proposals with innovative solutions to modernize and significantly improve the quality of the Fueling Facilities and the services to customers. If proposed, truck space detection systems should be provided in real-time to Thruway commercial travelers.

Question #	RFP Page #	Section Reference	Bidder Question	Authority Response
27	18	Section 2.2.1 B.4.a) – QMP / KPIs	How is fuel dispenser uptime calculated in relation to the 99% uptime requirement? -	Fuel dispenser uptime is measured as the percentage of time that a fuel dispenser is fully operational and available for customer use during required operating hours. Uptime is generally calculated by dividing the total time a dispenser is operational and available for service by the total time the dispenser is required to be available for service during the applicable measurement period. Circumstances beyond the operator's reasonable control may be treated in accordance with the terms negotiated in the resulting Lease agreement.
28	18	Section 2.2.1 B.4.a) – QMP / KPIs	Does the 99% uptime requirement mean we need at least 1 dispenser up?	No. See response to question #27.
29	18, 20	Section 2.2.1 B.4.b) & Section 2.2.2 A.1 – Audit Protocols / Enhanced Customer Services	Is there a definition for secret shopper program? What are the requirements?	For purposes of this RFP, **a Mystery Shopper Program** is a quality assurance and customer service evaluation program in which independent evaluators anonymously assess facility operations and the customer experience against established performance standards. The Mystery Shopper Program should evaluate factors such as customer service, employee professionalism, facility cleanliness, product availability, safety and security conditions, and overall customer experience. Proposers are encouraged to describe the methodology, evaluation criteria, frequency of inspections, reporting structure, corrective action process, and performance tracking measures that will be utilized as part of their proposed program.

Question #	RFP Page #	Section Reference	Bidder Question	Authority Response
30	20	Section 2.2.2 A.1 – Enhanced Customer Services	Are we able to include surveys on receipts? What data do we have to share with NY and how often?	Proposers may include customer satisfaction surveys, feedback mechanisms, QR codes, or similar customer experience tools on receipts, subject to compliance with the requirements of the RFP, the resulting agreement, and any applicable NYSTA policies regarding customer communications, branding, privacy, and data security. The successful proposer shall provide NYSTA with such operational, performance, and customer experience information as may be required under the resulting agreement. This may include customer satisfaction metrics, survey results summaries, complaint trends, response and resolution statistics, and other key performance indicators relevant to the operation of the fueling facilities.
31	16, 20	Section 2.2.1 B.1.g)–h) & B.6.c) – Operations / Unauthorized Products	Are we able to limit sales of products at different times of the day?	Please see Addendum #4.
32	20	Section 2.2.1 B.6.b)–c) – Authorized / Unauthorized Products	What are the restrictions on gift card sales overnight? Are there blue laws applicable?	Proposers should conduct their own due diligence regarding any legal or regulatory requirements that may affect operations at the fueling facilities.
33	General	General	Are there any shower facilities? Who maintains them and what software is used?	There are shower facilities available on the Thruway at the Ulster, Pattersonville, Pembroke, and Clarence Service Areas. They are managed under a separate contract by the Service Area Operator.
34	General	General	Are there any laundry facilities? Who maintains them and what software is used?	There are laundry facilities available on the Thruway at the Ulster, Pattersonville, Pembroke, and Clarence Service Areas. They are managed under a separate contract by the Service Area Operator.
35	11	Section 2.2.1 A.1.b) – Alternative Fuels Integration	Are there any Compressed Natural Gas dispensers today? What make and models?	There are no Compressed Natural Gas dispensers at the 29 Fueling Facilities.

Question #	RFP Page #	Section Reference	Bidder Question	Authority Response
36	General	General	Who provides internet to the locations? Are we able to bring our own? Can we use Starlink?	The Proposer is strictly responsible for providing any Wi-Fi service and network access points that are necessary for its own business and operational purposes.
37	General	General	Is there a requirement to provide customers WiFi?	No, there is no requirement to provide customers with Wi-Fi at the facilities.
38	20	Section 2.2.1 B.6.d) – Non-Fuel Products Pricing	How is the max 10% markup on non-fuel products calculated?	Please see Addendum #4.
39	General	General	Please provide current inventory details including: structured cabling locations (network drops in store and outside including canopy), gas/diesel desk configuration, register count per store, POS hardware model and software.	The Authority does not have this information. Site visits held on May 5-7, 2026, were open to all potential proposers.
40	General	General	Please provide camera inventory: count of cameras in retail and fuel locations, make and model, and video camera system in use.	The Authority does not have the requested inventory of cameras.
41	General	General	Please provide network infrastructure details: wireless access point count, server and rack configuration, fuel/payments/back office systems.	The Authority does not have the requested information.
42	General	General	Please provide POS equipment inventory: terminals, scanners, printers, credit card pin pads.	The Authority does not have the requested information.
43	General	General	Please provide details on manager workstations, other computers, desktop printers, and inventory management devices (e.g., TC52s).	The Authority does not have the requested information; however, the Authority considers workstations, computers, printers, and other devices to be part of the POS system to be removed by the current Operator.
44	20	Section 2.2.1 B.6 – Non-Fuel Products	Is there a preference for Food Dating Terminal for grab and go items?	No.
45	General		Please provide fuel hardware inventory: D-Box, BRCM, NexGen, Veeder-Root, Warren Rogers systems.	Refer to answer to question 73 in Batch 2 Q&A.
46	General		Please provide details on video boards, communication systems, and digital menus.	The Authority does not have the requested information; however, the Authority considers these and other devices to be part of the POS system to be removed by the current Operator.

Question #	RFP Page #	Section Reference	Bidder Question	Authority Response
47	15–16	Section 2.2.1 B.1.b)–c) – Operations and Staffing / B.3.d) – Personnel Continuity	What is employee turnover and retention by location, role, shift, and manager over the last 3 years?	The Authority does not have this information.
48	15–16	Section 2.2.1 B.1.b)–c) – Operations and Staffing	How dependent are locations on overtime?	The Authority does not have this information.
49	15–16	Section 2.2.1 B.1.b)–c) – Operations and Staffing	What are the seasonal staffing fluctuations and peak labor demand periods?	The Authority does not have this information.
50	15, 47–49	Section 2.2.1 A.1.e) – Labor Law / Section 5.2 – EEO Requirements	Please confirm whether any employees at the fueling facilities are represented by a union or covered by collective bargaining agreements, and whether any such agreements would transfer to the new operator. Additionally, please disclose any union campaigns within the past 5 years, pending labor board claims, organizing activities, NLRB complaints, or unfair labor practice allegations at any location.	The Authority does not make representations or warranties regarding the labor relations, union status, collective bargaining obligations, organizing activity, NLRB matters, unfair labor practice allegations, or other employment-related matters of any current or former operator, tenant, contractor, subcontractor, or third party at the fueling facilities. Proposers should conduct their own due diligence regarding any legal or regulatory requirements that may affect operations at the fueling facilities.
51	15	Section 2.2.1 A.1.e) – Labor Law (Prevailing Wages)	What are wage rates by role and location?	Wage rates applicable to installation and construction work are governed by Articles 8 and 9 of the New York State Labor Law. In accordance with these provisions, all workers performing services on-site shall be compensated at no less than the prevailing wage rates, as established in the applicable wage schedule linked in Section 2.2.1.A.2.e). Any classifications or roles not explicitly identified within this schedule shall be subject to and compensated in accordance with standard wage rate laws and regulations.
52	General		What are the bonus opportunities by role?	The Authority does not have this information.
53	General		What are the vacation/sick/PTO accrual processes?	The Authority does not have this information.

Question #	RFP Page #	Section Reference	Bidder Question	Authority Response
54	General		Is there a 401K plan offered? What is the current company match? Which team members are eligible (FT, PT, Exempt, Non-Exempt)?	The Authority does not have this information.
55	General		Is there a long-term incentive (LTI) plan offered? Please define the LTI and identify eligible team members.	The Authority does not have this information.
56	General		Is deferred compensation offered? Please define the plan and identify eligible team members.	The Authority does not have this information.
57	General		What shift differentials currently exist?	The Authority does not have this information.
58	General		What are the annual payroll costs for the operation?	The Authority does not have this information.
59	General		What are the historical wage increases over the last 5 years?	The Authority does not have this information.
60	General		What benefits are currently offered?	The Authority does not have this information.
61	General		What are participation rates by benefit type?	The Authority does not have this information.
62	General		What are the annual healthcare cost trends?	The Authority does not have this information.
63	General		Are there legacy benefit obligations?	The Authority does not have this information.
64	33	Section 3.1.2 G.3.a) – Past Performance / Claims and Litigation	Are there any active lawsuits, EEOC claims, or class actions at any location?	The Authority is not aware of any active lawsuits, EEOC claims, or class action matters that are material to the services contemplated under this RFP. To the extent such matters may exist, they are subject to applicable confidentiality, privilege, and legal restrictions. Proposers should rely upon their own due diligence and review of publicly available information.
65	General	General	Have there been any OSHA investigations or safety citations at any location?	The Authority is not aware of any OSHA investigations or safety citations that are material to the services contemplated under this RFP. To the extent OSHA records may exist; such records are maintained by the applicable regulatory agencies. Proposers should rely upon their own due diligence regarding site conditions and operational requirements.
66	General	General	What record retention or workforce audit requirements exist?	Proposers must comply with all applicable NYS and federal laws, rules, and regulations.
67	General	General	What compliance audits have occurred in the last 5 years and what findings resulted?	The Authority is not aware of any compliance audits. Proposers should refer to State regulatory agency sources.

Question #	RFP Page #	Section Reference	Bidder Question	Authority Response
68	General	General	Are background checks consistently performed?	The Authority currently does not perform background checks as it pertains to this Lease Agreement. Proposers must comply with all applicable NYS and federal laws, rules, and regulations.
69	General	General	Are I-9 audits current and clean?	The Authority does not feel this question is relevant for the purposes of this RFP. Proposers must comply with all applicable NYS and federal laws, rules, and regulations.
70	16–17	Section 2.2.1 B.1 – NOTE TO PROPOSERS (Commercial Vehicle Fueling)	Please confirm that operator will not be able to operate commercial fuel and associated offerings at Seneca, Scottsville, Malden, Patterson, and Guilderland.	As specified in RFP Section 2.2.1 B.1, while Proposers are not required to offer commercial vehicle fueling stations for Seneca, Scottsville, Malden, Pattersonville, and Guilderland locations, they are permitted to do so.
71	14, 16	Section 2.2.1 A.2.b) – Branding and Visual Identity / B.1.i) – Branding	Please confirm whether branding (e.g., canopy/logo) is permitted at the sites.	Please refer to section 2.2.1.A.2.b
72	4	Section 1.1 – Background / Exhibit 2 – Fuel Volumes	Please confirm whether any historical or current fuel purchasing data can be shared.	All historical and current fuel purchasing data that the Authority has was provided previously.
73	4	Section 1.1 – Background / Exhibit 2 – Fuel Volumes	Could you provide volume by fuel product at each site? Monthly data for the past 5 years.	Please refer to Addendum #2 for the updated version of RFP Exhibit 2 - 2019 – 2025 Traffic Data and 2020-2025 Fuel Volumes.
74	11	Section 2.2.1 A.1.a) – Scope of Capital Investment / Exhibit 9 – Environmental	Please provide a list of underground storage tanks (USTs) at each location, including count, age, and any known integrity issues. Additionally, please confirm the age and EMV compliance status of fuel dispensers at each location, including total dispenser count.	The information requested in this question is maintained by the current Operator. The Petroleum Bulk Storage (PBS) registrations are available online at: DEC PBS Database
75	15–16	Section 2.2.1 B.1.b)–c) – Operations and Staffing	Please provide employee headcount and estimated annual payroll for each facility to assess workers' compensation premium impact.	The Authority does not have this information.

Question #	RFP Page #	Section Reference	Bidder Question	Authority Response
76	53	Section 6.2 – Insurance Requirements / Exhibit 3, Article 10	Please provide all insurance requirements mandated by the Turnpike Authority for leased buildings.	Please refer to RFP Exhibit 3 (Key Terms for Agreement), Article 10 (Insurance & Bond Requirements).
77	37–38	Section 3.1.4 B.1–2 – Performance Bond, Surety Bond / Exhibit 3, §10.05–10.06	Please confirm any bonds or sureties required to operate within the state.	Please refer to RFP Exhibit 3 (Key Terms for Agreement), Article 10 (Insurance & Bond Requirements).
78	17	Section 2.2.1 B.2.b) – Commercial Truck Driver Services	Please confirm whether truck care facilities (e.g., tire services, light mechanical repairs) may be added to the fueling facility locations.	Provided that operations stay within the fuel facility responsibility areas, truck care facilities may be added.
79	General		Please identify any recurring operational challenges or site-specific issues at the fueling facilities that have not been disclosed in the RFP documentation.	The Authority does not have this information.
80	11–12, 19	Section 2.2.1 A.1.a) – Signage / B.5.i) – Logo Panels	Please identify any locations with property signage restrictions, including limitations on size, placement, illumination, or branding requirements.	Please refer to RFP Section 2.2.1.B.5.i. And Exhibit 8.
81	20	Section 2.2.1 B.6.b)–c) – Authorized / Unauthorized Products	Please identify any locations with sales restrictions for alcohol, tobacco, or other regulated products, including any applicable local ordinances or licensing limitations.	Alcohol sales and consumption are explicitly prohibited on the New York Thruway. Please refer to Section 2.2.1 B.6.b) and c) – Authorized / Unauthorized Products of the RFP for authorized non-fuel products that can be sold at the Fueling Facilities.
82	General	General	Please confirm whether billboard or off-site advertising opportunities are currently utilized near the fueling facility locations, and whether such arrangements would transfer to the new operator.	Currently no billboard or off-site advertising opportunities exist.
83	General	Exhibit 3, Section 6.09 – Permitted Uses / B.6.c) – Unauthorized Products	Please disclose any existing franchise agreements or exclusivity arrangements that may restrict the sale of specific products at the fueling facilities.	See response to question #81.
84	12–13, 26–27	Section 2.2.1 A.1.b) – MHD EV Charging / Section 2.2.2 D.1 – Delay LDs	Is there a required deadline by which the proposed Medium- and Heavy-Duty (MHD) charging stations must be operational and available for public use? If so, please identify any applicable milestone dates and liquidated damages or other remedies associated with delays.	See response to question #16

Question #	RFP Page #	Section Reference	Bidder Question	Authority Response
85	12–13	Section 2.2.1 A.1.b) – MHD EV Charging (CCS and MCS Standards)	The RFP requires support for CCS and future MCS charging standards. Would NYSTA consider allowing proposers to utilize alternative connector configurations where justified by market demand and equipment availability? For example, Tesla's MHD charging solution does not currently utilize CCS connectors, and industry adoption appears to be rapidly moving toward MCS. Requiring low-utilization connector types may increase capital costs, operational complexity, and maintenance requirements without materially improving customer access.	Please see Addendum #4.
86	12	Section 2.2.1 A.1.b) – Alternative Fuels (Right of First Refusal)	The RFP states that the selected proposer will receive a right of first refusal when alternative fuel infrastructure funding opportunities arise. If the selected proposer declines to participate in a future funding opportunity and NYSTA elects to partner with another entity: a. Would the resulting infrastructure be eligible for deployment at the Fueling Facilities covered by this RFP? b. Would the selected proposer have any review, coordination, or approval rights regarding such deployment?	Yes, the infrastructure would be eligible for deployment at the Fueling Facilities covered by this RFP. The Authority and/or its contractor would coordinate any work with the Successful Proposer.
87	12	Section 2.2.1 A.1.b) – Alternative Fuels (Authority's Reserved Rights)	The RFP states that "The Authority reserves the right to choose and implement alternative fuel infrastructure at any or all Fueling Facilities covered by this RFP." a. Please clarify the extent of NYSTA's rights under this provision. b. Would NYSTA be permitted to deploy alternative fuel infrastructure at sites included in the selected proposer's proposal without the proposer's consent? c. Would the selected proposer have any opportunity to participate in the planning, design, operation, maintenance, or customer experience considerations associated with such infrastructure? d. Does NYSTA envision the selected proposer retaining any exclusive rights related to alternative fuel infrastructure at the Fueling Facilities?	a. See RFP Section 2.2.1 A. 1. b). b. Yes. c. See response to question #86. d. See response to question #17.
88	12–13	Section 2.2.1 A.1.b) – MHD EV Charging (Corridor/Spacing)	Please confirm whether proposers are permitted to select the five Fueling Facilities that will host MHD charging infrastructure, provided the proposal satisfies the corridor and spacing requirements.	Please see response in Batch #1 Question #12.
89	28, 36–37	Section 2.3.3 – Rental Revenue (Category C) / Section 3.1.4 – Exhibit 7	Please clarify whether the proposed "% MHD EV Charging Rent" applies to gross charging revenue, net charging revenue, or another revenue metric, and whether any minimum annual guarantee applies specifically to MHD charging operations.	With respect to MHD EV Charging Rent, see RFP 2.3.3.1. With respect to Minimum Annual Guarantee, see response to question #15. .

Question #	RFP Page #	Section Reference	Bidder Question	Authority Response
90		Section 3.1.4 Financial Proposal	Will you accept a guarantee from [Name retracted] in lieu of the performance bond, payment bond, surety bond, and construction bond? [Name retracted] is publicly traded with a market cap of $12.7B.	Exhibit 3 is only intended to outline the *key terms*, rather than serve as the exhaustive final Lease. The RFP notes that "The Authority will prepare the Lease Agreement," and explicitly states that the terms and conditions listed in Exhibit 3 "are subject to further development by the Authority". The Authority agrees that the parties may discuss the possibility of using a Letter of Credit from a Qualified Commercial Bank in lieu of the Performance Bond, but not for the Payment and Construction Performance Bonds.
91		Section 3.1.4 Financial Proposal	a) If New York State Department of Economic Development is willing to accept a parent guarantee, what entity name will need to be the beneficiary of the parent guarantee? b) What amount and term of the parent guarantee would New York State Department of Economic Development require?	a) The primary contracting agency for this RFP is the **New York State Thruway Authority (NYSTA)**. The New York State Department of Economic Development is only referenced in the procurement documents in relation to Equal Employment Opportunity rules, Minority and Women-Owned Business Enterprise (M/WBE) directories, and reciprocity provisions. b) See response to Question #90.
92		Section 3.1.4 Financial Proposal	If the performance bond of $5,000,000 is required, what will the term of the performance bond need to be? What entity would need to be the obligee on the performance bond?	See RFP Exhibit 3 Sections 10.05 and 10.06.
93		Section 3.1.4 Financial Proposal	If the payment bond is required for the construction value, what will the term of the payment bond need to be? What entity would need to be the obligee on the payment bond?	See RFP Exhibit 3 Sections 10.05 and 10.06.
94		Section 3.1.4 Financial Proposal	If the surety bond is required for the Minimum Annual Guarantee Rental, what will the term of the surety bond need to be? What entity would need to be the obligee on the surety bond?	See RFP Exhibit 3 Sections 10.05 and 10.06.
95		Section 3.1.4 Financial Proposal	If the construction bond is required for the construction project amount, what will the term of the construction bond need to be? What entity would need to be the obligee on the construction bond?	See RFP Exhibit 3 Sections 10.05 and 10.06.

Question #	RFP Page #	Section Reference	Bidder Question	Authority Response
96	13	2.2.1.A 2.a)	The Authority's Batch #1 response to Question 45 confirmed that removing two to three commercial truck parking spaces is permitted where it supports added high-speed diesel capacity, while noting that additional commercial parking is desirable. Will the Authority confirm that Proposers may likewise reduce the number of passenger-vehicle and/or commercial parking spaces at a given Fueling Facility where site constraints, traffic flow, or proposed improvements make a reduction necessary? If so, please identify any minimum parking counts, by vehicle type, that must be maintained at each location.	While a reduction in any available parking at the Fueling Facilities is not desirable, it is permitted if it impacts the implementation of the services required under this RFP. There are no required minimum parking counts except ADA as appropriate.
97	10	2.2.1A. 1. a)	Is there additional Authority-owned land adjacent to any of the Fueling Facilities that could be incorporated into the leased premises to support expansion of fueling positions, parking, or other site improvements? If so, please identify which sites have available adjacent land, the approximate acreage at each, and the process for including such land within a Proposer's proposed scope.	See response in Batch #2 question #15
98	General	General	There is a large paved area behind the DeWitt Fueling Facility (Milepost 280, I-90 East). Please describe the current use of this area, confirm whether it falls within the leased premises, and advise whether the Operator may use it for additional commercial-vehicle, passenger, or employee parking. We note this relates to the Authority's still-pending response to Batch #1 Question 46 regarding parking behind the gates.	Question #46 was answered in Batch #2. See response in Batch #2 question #15 for guidance regarding any Authority property that falls outside of the footprint illustrated in purple on the Fuel Facility Responsibility Maps (RFP Exhibit 5).

Question #	RFP Page #	Section Reference	Bidder Question	Authority Response
99	General	General	The Authority's Batch #1 response to Question 8 states that it seeks "one major brand" of fuel across the system. Please define the criteria the Authority will use to determine whether a fuel brand qualifies as "major" — for example, national versus regional brand recognition, Top Tier Detergent Gasoline certification, a minimum number of branded retail outlets, supply or credit requirements, or other standards. Please also confirm whether a Proposer's proprietary or affiliated fuel brand may satisfy this requirement.	The Authority has not adopted a fixed list of qualifying brands or a single bright-line test for "major brand." Consistent with the RFP's overall approach to evaluation, the Authority will assess brand qualification based on the following criteria, considered together rather than as independent pass/fail thresholds: The brand must be one that the traveling public reasonably recognizes and associates with consistent fuel quality and service, whether that recognition is national or regional in scope. A brand with strong, well-established recognition within New York State and the broader Northeast corridor may satisfy this criterion even without a nationwide footprint. Specifically, A proprietary or affiliated fuel brand is not categorically excluded from satisfying this requirement. The Authority will evaluate such brands under the same criteria set forth, on a case-by-case basis, with particular attention to the Proposer's ability to substantiate brand recognition, fuel quality, and supply/credit reliability through verifiable evidence.
100	Pages 24-26	Exhibit 9 - Environmental Requirements	The RFP provides historical spill and remediation records (Exhibit 9 and the linked Historical Spill Reports), but notes that this information is not current and that contamination may be present given the ongoing use of each property as a fuel service area. Given that the Successful Proposer will be responsible for no less than eighty-five percent (85%) of remediation costs and must conduct an end-of-lease environmental investigation, will the current operators (Sunoco and Lehigh) be required to perform environmental site assessments at each of the current Fueling Facilities to establish baseline environmental conditions prior to handover? If so, will the Authority make those baseline assessments available to prospective Proposers?	The Authority does not require the existing operators to establish baseline environmental conditions. If the proposer believes an environmental assessment is necessary, it should be reflected in its proposal.

Question #	RFP Page #	Section Reference	Bidder Question	Authority Response
101	Pages 11-12	2.2.1 A (MHD EV Charging)	The RFP requires a plan to design, install, operate, and maintain EV charging infrastructure for medium- and heavy-duty (MHD) zero-emission vehicles at five Fueling Facilities. Is it the Authority's intent that Proposers consider MHD charging only, or should Proposers also plan for light-duty EV charging infrastructure at these or other Fueling Facilities? If light-duty charging is encouraged, please confirm whether it will be evaluated as part of the Proposal.	Proposers should only consider MHD charging for Fueling Facilities.
102	Pages 11-12	2.2.1 A (MHD EV Charging)	The RFP specifies MHD-capable charging of 350 kW to 1 MW+ and references fleet-friendly, pull-through site layouts. Beyond these parameters, does the Authority have a target number of charging dispensers (or charging positions) and a specific per-dispenser power rating (in kilowatts) that Proposers should plan for at each of the five designated locations? Does the Authority also have a required or preferred charger orientation at these sites — for example, pull-through lanes, parked (pull-in) charging, or overnight/dwell charging?	The Authority has not established a required number of charging dispensers, charging positions, or a specific per-dispenser power rating beyond the requirements identified in the RFP. Proposers are expected to propose an appropriate charging configuration, site layout, and operational approach for each location that satisfies the RFP requirements, including MHD-capable charging (350 kW to 1 MW+), fleet-friendly site layouts with pull-through access and queuing space, and other applicable technical and operational requirements. Proposers should clearly describe and justify their proposed approach in their Proposal.
103	Pages 11-12	2.2.1 A (MHD EV Charging)	The RFP requires the Successful Proposer to upgrade or coordinate necessary grid infrastructure (e.g., transformers, switchgear) to support MHD charging. Has the Authority engaged the electric utilities serving the Thruway Fueling Facilities to identify any capacity constraints on delivering additional power for MHD charging at any of the locations? If such coordination has not occurred, will Proposers be permitted to contact the serving utilities directly during the procurement to assess available capacity and interconnection constraints, consistent with the Permissible Contacts provisions in Appendix B?	No, the Authority has not engaged the electric utilities serving the Thruway Fueling Facilities. Yes, Proposers may contact the serving utilities to assess available capacity.
104	12–13	2.2.1 A. (Resiliency); Exhibit 5	The RFP requires permanent automatic transfer switches and/or onsite backup power generation capable of maintaining full fueling operations during extended utility outages. Does the Authority have a minimum generator capacity (in kW) that Proposers must provide at each Fueling Facility, or is sizing left to the Proposer based on each site's full fueling-operations load? In addition, can the Authority provide the kW rating of the existing backup generators at each fuel facility that the Successful Proposer will assume per Exhibit 5?	The Authority requires the Selected Proposer minimally to match the current kW capacity at each Fueling Facility. Exhibit 11 (Fueling Facilities Generator Information) and Exhibit 12 (Emergency Generator Maintenance Records) have been added to the RFP, see Addendum #4.

Question #	RFP Page #	Section Reference	Bidder Question	Authority Response
105	12–13	2.2.1 A. (Resiliency); Exhibit 5	For the existing backup generators that the Successful Proposer will assume (per Batch #1, Question #24, and Exhibit 5), can the Authority provide the age/model, runtime hours, and maintenance and service records for each unit? Is there a minimum required runtime duration (for example, hours at full fueling load) that the backup power system must be able to support during an extended utility outage?	The backup power system/generator must run continuously without interruption until utility power has been restored completely to the entire Fueling Facility and Service Area. Also, see response to Question #104. Exhibit 11 (Fueling Facilities Generator Information) and Exhibit 12 (Emergency Generator Maintenance Records) have been added to the RFP, see Addendum #4.
106	12–13	2.2.1 A. (Resiliency); Exhibit 5	What fuel source supplies the existing backup generators at each Fueling Facility (e.g., diesel, natural gas, or propane), and what is the on-site fuel storage and corresponding runtime capacity for each unit? Does the Authority require a specific fuel type or a minimum on-site fuel storage / runtime for backup power generation going forward?	Currently all of the Authority backup generators are diesel powered units. Please refer to Exhibit 11 (Fueling Facilities Generator Information) and Exhibit 12 (Emergency Generator Maintenance Records) referenced in Addendum #4. The Authority is unable to provide the exact run time in hours per unit as the demand/load that is put on the generator dictates how many hours the generator can run on the number of gallons in the fuel tank. The Authority requires that the backup generators remain 50% full of the posted tank storage amount. The generators must run continuously until normal power is restored.
107	PDF page 23	RFP Section 2.2.2(C)(2): Environmental Contamination and Permits	NYSTA instructs the Successful Proposer to assume that contamination exists and may require remediation. The Operator bears all environmental permit, approval, and mitigation costs at its sole expense. NYSTA will not be responsible for regulatory delays or additional permit costs. Proposed Modification: (1) NYSTA shall provide all available Phase I and Phase II environmental site assessment reports for each Fueling Facility prior to proposal submission. (2) For pre-existing contamination not identified in Background Information or reasonably discoverable during due diligence, remediation costs shall be borne by NYSTA or treated as Covered Regulated Site Conditions under Section 6.08(B). (3) Regulatory delays in excess of 90 days that are outside the Operator's control shall constitute a Supervening Event entitling the Operator to schedule relief and relief from delay liquidated damages.	(1) The proposed modification is rejected. The Authority has not performed Phase I or Phase II site environmental assessments at any of the fueling facilities. If the proposer believes an environmental assessment is necessary, it should be reflected in its proposal. (2) The Authority rejects this change to the language due to lack of clarity in the proposed modification. (3) The Authority rejects this change.

**** END OF QUESTIONS ****

EXCEPTIONS TO TERMS AND CONDITIONS:

Exception #	RFP Page #	Section Reference	Proposer Request for Exceptions to term/condition	Authority Response
1	19 and 20	2.2.1(B)(5)(b) and 2.2.1(B)(5)(g)	In relation to the requirement to "renovate, upgrade and/or improve the décor and appurtenances in the retail areas, restrooms, and customer facing services at regular intervals, or sooner if the Authority provides reasonable justification for the action". For certainty in capex budgeting and to ensure appropriate advance visibility for both parties, we request that this be amended to read: "at regular intervals in accordance with the Operational Plans" in the lease documents. In relation to the requirement to repave and restripe asphalt and concrete within areas of responsibility "as needed or at the request of the Authority throughout the life of the Lease" we request that this be amended to read: "as needed in accordance with the Operational Plans", for the same reason as mentioned above.	The Authority rejects this change.
2	57	Section 1 of Appendix A	Please revise this section to read as follows – "Except as expressly provided in the Lease Agreement, this contract…" The non-assignment clause should expressly recognize that certain assignments may be permitted without consent as set forth in the Lease Agreement.	While we cannot modify Appendix A, we are able to achieve this change by adding language to the Lease during the drafting phase.
3	95	Article 2 of Ex. 3	In a transaction, bilateral representations and warranties are essential because they create mutual accountability, allocate risk evenly, and foster transparency. Please revise Article 2 so that the Authority makes express representations and warranties, including existence and powers, due authorization, no conflict, no approvals required other than specified state approvals, rights to use or possess and lease the fueling areas, no litigation, and no broker's fees, all of which are usual and customary.	Exhibit 3 is only intended to outline the *key terms*, rather than serve as the exhaustive final Lease. The RFP notes that "The Authority will prepare the Lease Agreement," and explicitly states that the terms and conditions listed in Exhibit 3 "are subject to further development by the Authority". The Authority agrees that language similar to the suggested may be discussed and potentially incorporated during Lease negotiations.

Exception #	RFP Page #	Section Reference	Proposer Request for Exceptions to term/condition	Authority Response
4	97	Section 3.02(a)(1) of Ex. 3	Termination for convenience creates an unbalanced risk allocation from inception, but parties accept the risk when contracting with governmental entities. However, termination for convenience provisions should not be applied to anything less than the entire Lease Agreement. The Operator is making a substantial upfront investment in 29 Fueling Facilities at 27 service areas as a whole and requires the term of the Lease Agreement for all of the Fueling Facilities to recover its investment and earn a return. If the Authority wishes to terminate for convenience, it should only be able to terminate the entire Lease Agreement.	Exhibit 3 is only intended to outline the *key terms*, rather than serve as the exhaustive final Lease. The RFP notes that "The Authority will prepare the Lease Agreement," and explicitly states that the terms and conditions listed in Exhibit 3 "are subject to further development by the Authority". The Authority agrees that termination for convenience may be discussed and changes to that section may be potentially incorporated or more fully developed during Lease negotiations.
5	97	Section 3.02(a)(1) of Ex. 3	The proposed formulation of the Convenience Termination Amount is unlikely to be acceptable to lenders and equity investors. As a guiding principle, the Operator should be placed in the same economic position it would have been in had it retained the rights to complete, operate, and maintain the project for the full term, and this principle should extend to lenders and equity. Without this level of protection, the proposed approach will make it difficult to raise capital. Accordingly, the compensation paid in connection with a termination for convenience should be determined on a fair market value basis (and include all outstanding project debt). Lenders will likely respond to the provision as drafted by reducing leverage, shortening amortization, requiring higher debt-service coverage ratios, or requiring stronger reserve accounts or cash sweeps, all of which will impact on the economic value to the Authority If termination compensation is not sufficient to repay debt, the lender's recovery depends more heavily on operating cash flows before termination, reducing the amount available to pass to the Authority. For equity, as drafted, this provision reduces downside protection and will depress expected returns unless bidders price the risk into lower rent, higher margins, or lower capital commitments.	Please refer to exception #4.

Exception #	RFP Page #	Section Reference	Proposer Request for Exceptions to term/condition	Authority Response
6	97	Section 3.02(b) / 3.03(a) of Ex. 3	The cure periods provided to the Operator in connection with a non-monetary event of default are insufficient. If the Operator commences a cure within such initial 30 day period and is continuing to proceed to cure such default with due diligence and such default is susceptible to cure but cannot, with due diligence, be remedied by the Operator within 30 days, then the period of time to cure the default should be extended for such period as may be reasonably necessary to cure, provided, however, that in no event shall such cure period be extended by more than 90 days.	Exhibit 3 is only intended to outline the *key terms*, rather than serve as the exhaustive final Lease. The RFP notes that "The Authority will prepare the Lease Agreement," and explicitly states that the terms and conditions listed in Exhibit 3 "are subject to further development by the Authority". The Authority agrees that language similar to the suggested may be discussed and potentially incorporated during Lease negotiations.
7	97	Section 3.02(b) and (c) of Ex. 3	The Authority's right to terminate due to an event of default of the Operator should be subject to the rights of the lenders in a direct or similar agreement or customary leasehold mortgagee protections in the Lease Agreement.	Exhibit 3 is only intended to outline the *key terms*, rather than serve as the exhaustive final Lease. The RFP notes that "The Authority will prepare the Lease Agreement," and explicitly states that the terms and conditions listed in Exhibit 3 "are subject to further development by the Authority". The Authority agrees that language similar to the suggested may be discussed and potentially incorporated during Lease negotiations.
8	97	Section 3.02(c)(5) of Ex. 3	Please delete “merger, consolidation, or reorganization of the Operator” as these things are unrelated to the bankruptcy or insolvency of the Operator and are more appropriately addressed in restrictions on assignment, transfer or change of control.	Agreed. Please see Addendum #4.
9	97	Section 3.02(d) of Ex. 3	Immediate termination for environmental hazards at the sole discretion of the Authority, without a cure period, is overly stringent and introduces a high degree of subjectivity. Environmental hazards should be clearly defined in a performance standards appendix to ensure objective application. A cure period of at least 30 days following notice to the Operator should also be provided. Such a “hair-trigger” termination right will be problematic for project lenders from a bankability perspective.	Please see Addendum #4 for the added definition of Environmental Hazard. Insubstantial environmental hazards are governed by Section 3.02(b), which includes a 30-day notice requirement.
10	98	Section 3.04 of Ex. 3	While it is understood that the Authority may not want counterclaims in a summary proceeding, it is highly likely in a proceeding for the non-payment of rent that counterclaims are relevant and intertwined (or inextricably linked) with the non-payment of rent. Please delete "or action for non-payment of rental.”	The Authority rejects this change.

Exception #	RFP Page #	Section Reference	Proposer Request for Exceptions to term/condition	Authority Response
11	105	Article 5 of Ex. 3	The Lease Agreement is missing (1) an obligation on the part of the Authority to enter into a lenders' remedies agreement, a direct agreement, a consent and agreement (or any similarly styled agreement) with the lenders or (2) any customary protections for a leasehold mortgagee, which, in each case, are a core requirement to finance the project. Lenders require notices of default, cure and step-in rights, and extended cure periods, among other things. Absent these rights, lenders are exposed to immediate loss of the assets and revenue stream, which is not financeable.	Exhibit 3 is only intended to outline the *key terms*, rather than serve as the exhaustive final Lease. The RFP notes that "The Authority will prepare the Lease Agreement," and explicitly states that the terms and conditions listed in Exhibit 3 "are subject to further development by the Authority". The Authority agrees that language similar to the suggested may be discussed and potentially incorporated during Lease negotiations
12	105	Article 5 of Ex. 3	The Lease Agreement should include a very clear "demise of premises" provision that formally transfers possession of the Fueling Facilities from the Authority to the Operator for the term of the Lease Agreement.	Exhibit 3 is only intended to outline the *key terms*, rather than serve as the exhaustive final Lease. The RFP notes that "The Authority will prepare the Lease Agreement," and explicitly states that the terms and conditions listed in Exhibit 3 "are subject to further development by the Authority". The Authority agrees that language similar to the suggested may be discussed and potentially incorporated during Lease negotiations. Refer to Batch #2, Question 63 for additional information on demise premises.
13	105	Article 5 of Ex. 3	While the right to quiet enjoyment is implied in a lease, the Lease Agreement should include an express covenant of quiet enjoyment to protect the Operator from unreasonable interference.	Exhibit 3 is only intended to outline the *key terms*, rather than serve as the exhaustive final Lease. The RFP notes that "The Authority will prepare the Lease Agreement," and explicitly states that the terms and conditions listed in Exhibit 3 "are subject to further development by the Authority". The Authority agrees that language similar to the suggested may be discussed and potentially incorporated during Lease negotiations.
14	105	Article 5 of Ex. 3	Please add the following provision: Upon request of either party, each party shall join in the execution of a memorandum of lease in proper form for recording, setting forth the existence and Term of this Lease Agreement, and the Authority and the Operator shall each take such further action as may be necessary to permit such recording. The cost of recording shall be borne, and the actual steps necessary to effectuate recording shall be taken, by the party requesting such recordation.	Exhibit 3 is only intended to outline the *key terms*, rather than serve as the exhaustive final Lease. The RFP notes that "The Authority will prepare the Lease Agreement," and explicitly states that the terms and conditions listed in Exhibit 3 "are subject to further development by the Authority". The Authority agrees that language similar to the suggested may be discussed and potentially incorporated during Lease negotiations.

Exception #	RFP Page #	Section Reference	Proposer Request for Exceptions to term/condition	Authority Response
15	105	Article 5 of Ex. 3	Please add an estoppel provision. An estoppel provision is essential because it prevents a party from contradicting its own prior statements regarding lease terms, which protects lenders from unexpected claims during financing. It creates certainty, confirming that rent is current and there are no existing defaults.	Exhibit 3 is only intended to outline the *key terms*, rather than serve as the exhaustive final Lease. The RFP notes that "The Authority will prepare the Lease Agreement," and explicitly states that the terms and conditions listed in Exhibit 3 "are subject to further development by the Authority". The Authority agrees that language similar to the suggested may be discussed and potentially incorporated during Lease negotiations.
16	109	Section 5.10(A) of Ex. 3	The Authority's right to step-in to cure or take any other action should be limited and only available – • When an event of default has occurred; • Any unforeseen event affecting the Project, whether directly or indirectly, has occurred or is reasonably likely to occur which: o Causes or is reasonably likely to cause material disruption to the provision of fuel and related services to motorists along the Thruway or a material threat to the safety or security of Thruway users; o Is an immediate or imminent threat to the long-term integrity of any part of the Thruway, any Service Area, the environment or to any property adjacent to a Fueling Area; or o Is recognized or declared as an emergency by any Governmental Body with legal authority to recognize or declare an emergency; or • The Operator has failed to comply with any safety related Applicable Law within a reasonable period of time under the circumstances.	Exhibit 3 is only intended to outline the *key terms*, rather than serve as the exhaustive final Lease. The RFP notes that "The Authority will prepare the Lease Agreement," and explicitly states that the terms and conditions listed in Exhibit 3 "are subject to further development by the Authority". The Authority agrees that step-in language will require modification during Lease negotiations.
17	112	Section 6.03 of Ex. 3	If there are changes to NYSTA policies during the lease term which require capital modifications or otherwise material increase the cost of performing the Contract Services, such should be treated as an Authority Change.	The Authority rejects this change.

Exception #	RFP Page #	Section Reference	Proposer Request for Exceptions to term/condition	Authority Response
18	116	Section 6.08 of Ex. 3	While it is understood that the Authority wants the Operator to remediate Regulated Site Conditions arising prior to the Term, the Operator cannot price the full extent of the contamination and the remediation work or adequately predict the schedule impact of such remediation work. Accordingly, the Authority should bear the cost and timing risk associated with the remediation of Regulated Site Conditions arising prior to the Term as a Relief Event. The Authority could also pursue indemnification claims against the existing operators under the existing fueling services agreements.	The Operator should assume petroleum contamination is present at each fuel service area based upon the historic use of each property and propose the bid price and schedule accordingly. The Authority identified petroleum remediation as a Covered Regulated Site Condition, which is limited to schedule relief (Section 1.03 (B) of Exhibit 3 of Exhibit L2). If the operator encounters contamination that is not related to petroleum (Regulated Site Condition) delay damages are permitted. Refer to Exhibit L2 of Exhibit 3.
19	116	Section 6.08(A) of Ex. 3	Please revise Section 6.08(A) by deleting the last sentence and replacing it with: "As between the Authority and the Operator, the Authority shall not be considered the "generator", as such term is defined under applicable environmental law, of the Regulated Site Conditions described in this Section 6.08(A)." While the Authority should not be the "generator" of the Regulated Site Conditions described in Section 6.08(A), it does not necessarily mean that the Operator is the "generator" as the "generator" may be an Operator Person (other than the Operator). The Authority should only be focused on ensuring that it is not the "generator" rather than forcing the Operator to take legal responsibility as a "generator" when it is not the "generator".	During Lease negotiations, Operator Person will be added/included where applicable.
20	116	Section 6.08(B) of Ex. 3	In the Q&A released by the Authority in connection with Addendum # 1 to the RFP, the Authority stated that it would reimburse the Operator for the remediation costs associated with pre-existing Regulated Site Conditions. Accordingly, in clause (i) in the first sentence of Section 6.08(B), please delete the following phrase: "that were not disclosed in, or reasonably inferable from, the documentation furnished to the Operator in connection with the RFP or that could not have been reasonably foreseeable upon inspection of a Facility prior to the Execution Date". Regardless of whether the conditions were disclosed or not disclosed, the remediation cost should not be borne by the Operator.	The Authority rejects this change. To clarify, the Authority will reimburse the Successful Proposer for any pre-existing Regulated or Covered Regulated Site Conditions; however, only Regulated Site Conditions are potentially entitled to compensation relief for delays pursuant to Exhibit L2 of Exhibit 3 (Supervening Events), and only if the Successful Proposer was not responsible for or did not exacerbate the Regulated or Covered Regulated Site Condition.

Exception #	RFP Page #	Section Reference	Proposer Request for Exceptions to term/condition	Authority Response
21	116	Section 6.08(D) of Ex. 3	At the end of the Term, the Operator should not bear 85% of the costs of remediation of any Regulated Site Conditions at a Facility without a determination as to the cause the Regulated Site Condition.	The Authority will work with the current operators for remediation costs for existing contamination, which will include the removal of all underground tanks and piping. At the end of the term, if additional remediation is required, the Authority is agreeing to bear 15% of any potential costs. This is an accommodation to capture any contamination that may not have been addressed at the commencement of the term and may not have been caused or exacerbated by the operator.
22	122	Section 6.20 of Ex. 3	The Operator will need to enter into contracts or subcontracts to perform certain of the Contract Services, such as the design and construction of the Initial Improvements or certain janitorial or maintenance services. The Authority's right to approve such agreements should not be unreasonably withheld, conditioned or delayed. In addition, the Authority's right to review subcontracts should be limited to confirming compliance with the requirements of the Lease Agreement.	The Authority consents to this change. Please see Addendum # 4.
23	122	Section 6.20 of Ex. 3	Please delete the first sentence of the fourth paragraph of Section 6.20. The Operator is investing considerable funds in the Project and needs the ability to manage its subcontractors as it seems fit without interference from the Authority. The Authority does not need the protection it seeks to achieve with this sentence because if it is ultimately the Operator that is responsible to the Authority for the performance of the Contract Services and the Authority is holding performance security to ensure that the Operator performs as required by the terms of the Lease Agreement.	The Authority rejects this change.
24	129	Section 7.04 of Ex. 3	Please revise this Section to provide that the Opening Date for a Fueling Facility occurs when a temporary certificate of occupancy has been issued. Also, please add the following – "Such determination will be made by the Authority only if construction has been substantially completed and only minor punch list items not affecting operation, safety or welfare of the travelling public remain to be completed."	The Authority agrees. Language similar to this will be incorporated into the first draft of the Lease Agreement with the Successful Proposer.
25	130	Section 7.05(B) of Ex. 3	After "delay in achieving the Opening Date" please add "beyond the date that is 30 days following the Scheduled Opening Date for such Fueling Area". It is appropriate to allow for a 30-day grace period before delay liquidated damages are due and payable.	Please see Addendum #4.

Exception #	RFP Page #	Section Reference	Proposer Request for Exceptions to term/condition	Authority Response
26	141	Section 9.03 of Ex. 3	If the intent of a Change Directive is to leave the Operator in a No Better and No Worse Position (as is suggested), then please revise Section 9.03 to make it clear that compensation will be paid to leave the Operator in a No Better and No Worse Position.	Exhibit 3 is only intended to outline the *key terms*, rather than serve as the exhaustive final Lease. The RFP notes that "The Authority will prepare the Lease Agreement," and explicitly states that the terms and conditions listed in Exhibit 3 "are subject to further development by the Authority". The Authority agrees that language similar to the suggested may be discussed and potentially incorporated during Lease negotiations.
27	144	Section 10.01(F) of Ex. 3	The insurance program is an important part of any project and integral to the risk management program of the Operator. Additionally, given the cost of insurance, premiums, deductibles and self-insured retentions, are important pieces of the insurance program that need cannot be changed unilaterally or without warning. Accordingly, please delete "Additional security or other requirements may be imposed at the sole discretion of the Authority."	The Authority rejects the deletion suggested. However, Exhibit 3 is only intended to outline the *key terms*, rather than serve as the exhaustive final Lease. The RFP notes that "The Authority will prepare the Lease Agreement," and explicitly states that the terms and conditions listed in Exhibit 3 "are subject to further development by the Authority". The Authority agrees that language similar to the suggested may be discussed and potentially modified during Lease negotiations.
28	144	Section 10.01(F) of Ex. 3	Section 10.01(F) provides that the Authority will require and its approval is required for insurance policies with deductibles in excess of $100,000. A threshold of $100,000 is unreasonably low and likely will result in the review and approval of every insurance policy. The threshold to trigger review and approval should be at least $1 million.	Exhibit 3 is only intended to outline the *key terms*, rather than serve as the exhaustive final Lease. The RFP notes that "The Authority will prepare the Lease Agreement," and explicitly states that the terms and conditions listed in Exhibit 3 "are subject to further development by the Authority". The Authority agrees that language similar to the suggested may be discussed and potentially incorporated during Lease negotiations.

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29	149	Section 10.03 of Ex. 3	While the insurance required by the Lease Agreement may be available today on terms that are commercially reasonable, that may not be the case throughout the Term given the evolving landscape of the insurance industry. A mechanism should be added to the Lease Agreement to address a situation where, notwithstanding the use of all reasonable efforts by the Operator, required insurance not available in the worldwide insurance or reinsurance markets on the terms required herein with reputable insurers of good standing with premiums that are less than or equal to the greater of rates that a reasonable and prudent risk manager for a contractor seeking to insure comparable risks would conclude are justified by the risk protection afforded. In such situation, the Operator shall be relieved of its obligation to maintain such insurance for so long as the condition persists.	Exhibit 3 is only intended to outline the key terms, rather than serve as the exhaustive final Lease. The RFP notes that "The Authority will prepare the Lease Agreement," and explicitly states that the terms and conditions listed in Exhibit 3 "are subject to further development by the Authority". The Authority agrees that should coverages no longer be available, the parties will need to mutually agree as to how the risk would be covered going forward.
30	149	Section 10.03 of Ex. 3	The assumed insurance requirements and premiums form a core component of the Operator's economic case and financing structure. Any unilateral right for the Authority to increase coverage limits or require unavailable coverages introduces material cost uncertainty that is outside the Operator's control and cannot be reliably priced at the RFP stage. From a financing perspective, this creates unquantifiable operating cost risk over the concession term, which directly impacts cash flow stability and debt sizing. Lenders require predictable and capped obligations; open-ended insurance requirements, particularly where coverage may become unavailable in the market, will negatively impact bankability. Could the Authority please confirm its agreement to remove this provision and fix the insurance requirements?	Exhibit 3 is only intended to outline the key terms, rather than serve as the exhaustive final Lease. The RFP notes that "The Authority will prepare the Lease Agreement," and explicitly states that the terms and conditions listed in Exhibit 3 "are subject to further development by the Authority". The Authority agrees that the language in Exhibit 3, Section 10.03 may be discussed and potentially modified during Lease negotiations.

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31	150	Section 10.07 of Ex. 3	The cost of the Performance Bond is a key input to the Operator's financial model and will be reflected in the RFP pricing and rental terms. Any unilateral right for the Authority to increase bond amounts introduces uncertainty that cannot be reliably priced at bid stage. From a financing perspective, this creates unquantifiable cost exposure over the term, which can impact cash flow stability and debt sizing. Lenders require certainty over security requirements; open-ended increases in bonding obligations negatively impact bankability. Could the Authority please confirm its agreement to remove this provision and revise the Performance Bond requirements for the duration of the Agreement?	Agreed. Please see Addendum #4.
32	152	Section 11.01 of Ex. 3	In the third paragraph, please delete the reference to "subcontract" as a subcontract is not an assignment and is otherwise addressed in Section 6.20.	Agreed. Change made and reflected in Addendum #4.
33	152	Section 11.01 of Ex. 3	The prohibition against the grant of a mortgage or a security interest needs to be subject to Section 5.04 with respect to leasehold mortgages.	This item may be discussed further during contract negotiations.
34	153	Section 12.03 and 12.04 of Ex. 3	In the event that the Authority determines not to rebuild a Fueling Facility and to partially terminate the Lease Agreement with respect to such Fueling Facility, "appropriate compensation" that the Authority will pay should be established by a formula set forth in the Lease Agreement and should include outstanding project debt with respect to such Fueling Facility and the net present value of future distributions expected with respect to such Fueling Facility.	Exhibit 3 is only intended to outline the *key terms*, rather than serve as the exhaustive final Lease. The RFP notes that "The Authority will prepare the Lease Agreement," and explicitly states that the terms and conditions listed in Exhibit 3 "are subject to further development by the Authority". The Authority agrees that based upon the specific successful Proposal, a schedule that governs partial early termination may be discussed and potentially incorporated during Lease negotiations.

Exception #	RFP Page #	Section Reference	Proposer Request for Exceptions to term/condition	Authority Response
35	155	Section 13.01(B) of Ex. 3	Broad form indemnification clause may be common in typical ground leases, but this Lease Agreement is a long-term concession agreement. In such an arrangement, the indemnification should only be with resect of third-party claims (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) the performance of the Contract Services. Accordingly, please revise Section 13.01(B)(1) and delete Section 13.01(B)(5). Additionally, the Operator should not be required to reimburse or indemnify any Collective Indemnitee to the extent resulting from the willful misconduct or the negligence of any Collective Indemnitee.	The Authority agrees that language limiting indemnification to third-party claims may be discussed and potentially incorporated during Lease negotiations. Similarly, the Authority agrees to discuss limiting indemnity regarding the willful misconduct or negligence on the part of the Authority.
36	157	Section 13.03(B) of Ex. 3	Please revise clause (2) of the first paragraph to read as follows: (2) is already known or becomes known by the Operator free of any confidentiality obligations (after reasonable inquiry); Please revise the first paragraph to add the following as clause (3): (3) is independently developed by the Operator without reference to Confidential Information.	(2) This change is rejected (3) Agreed. Please see Addendum #4.
37	157	Section 13.03(B) of Ex. 3	At the end of clause (1) in the third paragraph add: "to the extent legally permissible". In many instances, applicable law would not allow the Operator to comply with clause (1) as currently drafted.	Agreed. Please see Addendum #4.
38	157	Section 13.03(C) of Ex. 3	Please revise clause (ii) to read: "that agree in writing to be bound by confidentiality obligations substantially similar to this Lease Agreement". Third parties, particularly consultants, lawyers, potential lenders, etc. will have their own confidentiality agreements or arrangements but it is impractical to have them agree to be bound by provisions in the Lease Agreement to which such third party is not a party.	Exhibit 3 is only intended to outline the *key terms*, rather than serve as the exhaustive final Lease. The RFP notes that "The Authority will prepare the Lease Agreement," and explicitly states that the terms and conditions listed in Exhibit 3 "are subject to further development by the Authority". The Authority agrees that language similar to the suggested may be discussed and potentially incorporated during Lease negotiations.
39	162	Section 15.03 of Ex. 3	Please delete Section 15.03 (No Damages for Delay) as it seems to cut against the Relief Event compensation regime.	Agreed, please see Addendum #4.

Exception #	RFP Page #	Section Reference	Proposer Request for Exceptions to term/condition	Authority Response
40	162	Section 15.04 of Ex. 3	Can an explicit reference to a new appendix be included that describes the planned "initial improvements".	Exhibit 3 is only intended to outline the *key terms*, rather than serve as the exhaustive final Lease. The RFP notes that "The Authority will prepare the Lease Agreement," and explicitly states that the terms and conditions listed in Exhibit 3 "are subject to further development by the Authority". The Authority retains the right to expand or modify these proposed terms to account for the Successful Proposer's proposal during final negotiations.
41	177	Definition of Applicable Law – Exhibit L-1	Please delete clause (4). The policies of the Authority are already included in clause (2). Please add the following at the end of the definition: "In each case having the force of law and applicable from time to time to the Project or the transactions contemplated hereby."	Agreed, please see Addendum #4.
42	178	Definition of Change in Costs – Exhibit L-1	Please replace "actual, reasonable and verifiable costs" with "actual or anticipated costs, losses or liabilities". In many cases, Change in Costs are determined before the costs are actually incurred.	Exhibit 3 is only intended to outline the *key terms*, rather than serve as the exhaustive final Lease. The RFP notes that "The Authority will prepare the Lease Agreement," and explicitly states that the terms and conditions listed in Exhibit 3 "are subject to further development by the Authority". The Authority agrees that language similar to the suggested may be discussed and potentially incorporated during Lease negotiations.
43	179	Definition of Hazardous Substances – Exhibit L-1	Hazardous Substances should be defined to reference those substances prohibited, controlled or regulated by Applicable Law. Please replace the definition with the following – Hazardous Substance - Means any hazardous waste, hazardous product, contaminant, toxic substance, deleterious substance, dangerous good, pollutant, waste, reportable substance, and any other substance, in respect of which the storage, manufacture, handling, disposal, treatment, generation, use, transport, remediation or release into or presence in the environment is prohibited, controlled or regulated under Applicable Law pertaining to the environment or otherwise, or capable of causing harm to human health or the environment, including "hazardous substances" as defined under CERCLA and "hazardous waste" as defined under RCRA.	Exhibit 3 is only intended to outline the *key terms*, rather than serve as the exhaustive final Lease. The RFP notes that "The Authority will prepare the Lease Agreement," and explicitly states that the terms and conditions listed in Exhibit 3 "are subject to further development by the Authority". The Authority agrees that language similar to the suggested may be discussed and potentially incorporated during Lease negotiations.

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44	181	Definition of Regulated Site Condition – Exhibit L-1	See above regarding Hazardous Substances. Please replace the definition of Regulated Site Condition with the following – Regulated Site Condition - Means the presence, release, spill, leak, discharge, migration, or disposal of any Hazardous Substance at, on, under, or from a Facility or Fueling Area.	The Authority rejects this change.
45	181	Definition of Relief Event in Exhibit L-1	In addition to specific Relief Events provided in the Term Sheet, the following circumstances should be added to the definition of and be Relief Events – • Authority Fault (defined as a breach by the Authority of any of its obligations under this Lease Agreement, a breach of any representation or warranty made by the Authority under this Lease Agreement, a violation of Applicable Law by any Authority Person in performance of the Authority's obligations under this Lease Agreement, willful misconduct of any Authority Person or Collective Indemnitee or a negligent act or omission of any Authority Person or Collective Indemnitee); • a Discriminatory Change in Law (defined as a change in law which, in the application or interpretation thereof, principally applies to discriminate or has the effect of discriminating against: the Project or the Operator with respect to the Project and not other projects or persons; or other similar projects delivered through public-private partnership or lease and concession delivery methods, or another delivery method similar to them and not other delivery methods); • Covered Regulated Site Conditions as provided in this Lease Agreement; and a delay or interference with, or physical damage to, the Redevelopment Work or any action that interferes with the Contract Services, directly attributable to any Separate Contractor working in a Service Area absent Operator Fault.	Exhibit 3 is only intended to outline the *key terms*, rather than serve as the exhaustive final Lease. The RFP notes that "The Authority will prepare the Lease Agreement," and explicitly states that the terms and conditions listed in Exhibit 3 "are subject to further development by the Authority". The Authority agrees that language similar to the suggested may be discussed and potentially incorporated during Lease negotiations.

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46	187	Section 1.05(A) of Exhibit L-2	Upon the occurrence of a Relief Event, the Authority should compensate the Operator for Change in Costs and pay the Operator an amount that keeps the Operator in a no-better/no-worse position and effectively requires equity to bear substantial risk for Relief Events. Following Section 1,05(A)(1) please add – After accounting for any Change in Costs pursuant to item (1) of this Section 1.05(A) and only to the extent directly resulting from the Relief Event, such additional amount, if any, as may be necessary to leave the Operator in a No Better and No Worse Position.	Exhibit 3 is only intended to outline the *key terms*, rather than serve as the exhaustive final Lease. The RFP notes that "The Authority will prepare the Lease Agreement," and explicitly states that the terms and conditions listed in Exhibit 3 "are subject to further development by the Authority". The Authority agrees that language similar to the suggested may be discussed and potentially incorporated during Lease negotiations.
47	PDF page 40	RFP Section 3.3: Confidentiality and FOIL Disclosure	Proposals become NYSTA property. NYSTA reserves the right to make its own determination of what is proprietary. If confidential information is requested under FOIL, NYSTA may release it 10 business days after notice unless the Proposer secures a court order. NYSTA disclaims all responsibility for securing protective orders and all financial responsibility for costs or losses associated with disclosure. Proposed Modification: (1) Extend the court-order window from 10 business days to 30 business days. (2) NYSTA shall cooperate with the Operator in defending FOIL requests for information properly marked as confidential, including providing reasonable notice and supporting documentation. (3) Financial Proposal terms, trade-secret operational methods, and proprietary technology specifications shall be treated as exempt from FOIL disclosure for the duration of the Lease Agreement.	The Authority rejects this change. The time period and procedure are set forth in New York State Public Officer's Law 89(5)(b).
48	PDF page 9	RFP Section 1.6: Comments and Exceptions to Terms and Conditions	NYSTA will not entertain changes to Appendix A and will only modify Exhibit 3 Key Terms during Q&A for "compelling reasons." Changes expressly rejected during Q&A cannot be incorporated during later negotiations. Proposed Modification: (1) Permit the Successful Proposer to negotiate Exhibit 3 Key Terms that materially affect risk allocation (indemnification, liability caps, environmental remediation, termination compensation, and insurance escalation) during the post-selection negotiation period, regardless of whether they were raised during Q&A. (2) Clarify that a non-response to a Q&A submission does not constitute an express rejection.	(1) Limitation of Liability was intentionally omitted. There will be no liability caps. (2) A non-response to a Q&A submission does not constitute an express rejection.

Exception #	RFP Page #	Section Reference	Proposer Request for Exceptions to term/condition	Authority Response
49	PDF page 256	Exhibits 6 and 7: Capital and Financial Proposal Binding Effect	Capital investment, R&R reserve commitments, and rental revenue terms are irrevocable offers for 180 days from the proposal due date. Proposed Modification: (1) Permit the Proposer to adjust Capital Investment commitments if site conditions discovered after award materially differ from Background Information provided during the RFP process. (2) Provide that rental revenue commitments are subject to equitable adjustment if NYSTA delays the Lease Agreement execution beyond the 180-day irrevocability period.	The Authority rejects this change.
50	PDF page 34	RFP Section 3.1.2(J): Legal Capacity Disclosures	Qualified or conditional responses to legal capacity questions (e.g., "to our knowledge," "such information is not readily available") may result in NYSTA declaring the Proposal non-responsive. Proposed Modification: (1) Permit the use of reasonable qualifications (e.g., "to our knowledge after reasonable inquiry") for litigation, lien, and judgment disclosures, provided the Proposer certifies that it conducted a good-faith search. (2) Define a materiality threshold for disclosure (e.g., claims above $500,000 or involving government contracts).	(1) The Authority accepts, please see Addendum #4. (2) The Authority rejects this modification.
51	PDF page 62	Appendix B: Lobbying and Procurement Contact Sanctions	A knowing and willful violation of procurement contact rules can result in a determination that the Proposer and its subsidiaries are non-responsible and ineligible for the contract. Proposed Modification: (1) Provide written notice and an opportunity to cure (minimum 10 business days) before a non-responsibility determination based on procurement contact violations. (2) Limit non-responsibility determinations to the entity that committed the violation, not all subsidiaries.	The Authority rejects this modification request.
52	PDF page 107	Exhibit 3, Section 5.01: Operator Responsibility to Finance the Project	The Operator is solely responsible for obtaining and repaying all financing for the Project, including Initial Improvements and Capital Improvements, without recourse to NYSTA. Proposed Modification: (1) If NYSTA exercises its termination for convenience right, NYSTA shall reimburse the Operator for outstanding project financing costs, including breakage fees and prepayment penalties. (2) Provide that NYSTA will execute reasonable lender acknowledgments and consent agreements to support the Operator's financing arrangements.	Modification rejected. (1) See response to exception #4 (2) Exhibit 3 is only intended to outline the *key terms*, rather than serve as the exhaustive final Lease. The RFP notes that "The Authority will prepare the Lease Agreement," and explicitly states that the terms and conditions listed in Exhibit 3 "are subject to further development by the Authority". The Authority agrees that lenders rights may be discussed and potentially incorporated during Lease negotiations.

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53	PDF page 107	Exhibit 3, Section 5.03: Financing Document Restrictions	Financing documents cannot extend to or affect NYSTA's right, title, or interest in the Project or NYSTA's rights under the Lease Agreement. Lender security is constrained. Proposed Modification: (1) Permit lender step-in rights and a cure period of no fewer than 60 days following any Operator default, during which the lender may cure the default and assume the Operator's obligations. (2) NYSTA shall enter into a direct agreement with the Operator's senior lender on commercially reasonable terms.	(1) Exhibit 3 is only intended to outline the *key terms*, rather than serve as the exhaustive final Lease. The RFP notes that "The Authority will prepare the Lease Agreement," and explicitly states that the terms and conditions listed in Exhibit 3 "are subject to further development by the Authority". The Authority agrees that lenders rights may be discussed and potentially incorporated during Lease negotiations. (2) The Authority rejects this modification.
54	PDF page 109	Exhibit 3, Section 5.07: Interest for Late Payment	Late rent bears interest at 9% per month after a 10-day delinquency. Proposed Modification: Revise the late-payment interest rate from 9% per month (which equals 108% per annum) to the lesser of (a) 1.5% per month or (b) the maximum rate permitted by applicable law.	See Question #6. Please see Addendum #4.
55			INTENTIONALLY OMMITTED.	
56	PDF page 298	Exhibit 9: Hazardous Materials Inspection and Remediation	NYSTA may inspect for hazardous materials at any time at Operator cost. If inspection reveals the presence of Hazardous Materials, the Operator must remediate or reimburse NYSTA for remediation costs upon demand, at NYSTA's discretion. Proposed Modification: (1) Differentiate between pre-existing contamination and contamination caused by the Operator during the Lease term. The Operator's remediation obligation should be limited to contamination attributable to the Operator's operations. (2) For pre-existing contamination discovered during inspection, remediation costs shall be borne by NYSTA or treated as Covered Regulated Site Conditions. (3) Inspection costs shall be borne by NYSTA unless the inspection reveals a violation caused by the Operator.	Please see Addendum #4 for revision to RFP Section 2.2.2.C.5.

Exception #	RFP Page #	Section Reference	Proposer Request for Exceptions to term/condition	Authority Response
57	PDF page 116	Exhibit 3, Section 6.08(B): Covered Regulated Site Conditions	NYSTA reimburses only actual, reasonable, verifiable costs without any markup. No other cost relief is available except as expressly provided. Proposed Modification: (1) Permit the Operator to recover a reasonable overhead and management fee (e.g., 10-15%) on top of direct remediation costs for Covered Regulated Site Conditions. (2) Provide that the Operator is also entitled to schedule relief, delay LD relief, and MAG abatement during periods when remediation of Covered Regulated Site Conditions materially impairs operations at an affected Facility.	(1) The Authority rejects this proposed modification. (2) These are addressed in Exhibit L2 of Exhibit 3. However, The Authority agrees to discuss specifically anything that is either not addressed or may require further clarification.
58	PDF page 116	Exhibit 3, Section 6.08(A): Environmental Generator Risk	The Operator is treated as the "generator" of Regulated Site Conditions except for limited Covered Regulated Site Conditions. Generator status carries cradle-to-grave waste liability. Proposed Modification: (1) Limit generator status to contamination or waste generated by the Operator during the Lease term as a direct result of the Operator's operations. (2) For pre-existing contamination and legacy waste, NYSTA shall retain generator status and associated liability. (3) Establish a joint baseline environmental assessment at each Facility prior to lease commencement to delineate pre-existing conditions from Operator-caused conditions.	The Authority rejects this change. Long standing precedent for the Operator to retain generator status for remediation on the property. If the proposer believes an environmental assessment is necessary, it should be reflected in its proposal. See response to Exception #19.
59	PDF page 23	RFP Section 2.2.2(C)(3): Existing Remediation Systems	The Environmental Management Plan must include O&M of existing on-site petroleum spill remediation systems under NYSTA stipulations with the state. Reimbursement is discretionary ("as deemed appropriate") and unavailable if the spill resulted from Operator conduct. Proposed Modification: (1) NYSTA shall reimburse all documented O&M costs for existing remediation systems as a matter of obligation, not discretion (remove "as deemed appropriate" language). (2) The Operator's obligation to operate existing remediation systems shall be limited to following NYSTA's established O&M protocols; the Operator shall not be responsible for the design adequacy or historical performance of those systems. (3) NYSTA shall provide copies of all stipulations, O&M histories, and monitoring data for existing remediation systems before lease commencement.	(1) See response to Batch #2, Question #60. (2) The Authority rejects this proposed modification. It is within the discretion of the Operator to determine whether to keep the existing remediation systems or to modify/redesign the systems. Any modifications must be approved by DEC. (3) The Authority rejects this proposed modification; however, the Authority will have additional information available for the Successful Proposer.

Exception #	RFP Page #	Section Reference	Proposer Request for Exceptions to term/condition	Authority Response
60	PDF page 97	Exhibit 3, Section 3.02(a): Termination for Convenience	NYSTA may terminate for convenience at any time, and the Operator waives the right to claim any duty of good faith or fair dealing in the exercise of that right. Proposed Modification: (1) The Termination Amount payable upon termination for convenience shall include: (a) fair market value of the Operator's leasehold interest, (b) undepreciated capital improvements, (c) outstanding project financing costs including breakage fees, (d) documented demobilization and wind-down costs, and (e) lost profits for a defined transition period (e.g., 12 months). (2) Remove the waiver of good faith and fair dealing. (3) Provide a minimum 180-day notice period before a termination for convenience takes effect.	The Authority rejects this change. See response to exception #4.
61	PDF page 98	Exhibit 3, Section 3.02(e): Immediate Termination for Procurement Certifications	NYSTA may terminate immediately if procurement certifications under Finance Law §§139-j and 139-k were intentionally false or incomplete, or if NYSTA finds the Operator non-responsible or determines a vendor responsibility disclosure failure. Proposed Modification: (1) Limit immediate termination to cases of intentionally false certifications that are material to the award decision. (2) For incomplete disclosures or subsequent vendor responsibility findings, provide a 30-day cure period and written notice specifying the deficiency before termination.	The Authority rejects this change.
62	PDF page 100	Exhibit 3, Section 3.08: Survival of Operator Obligations and Rent Acceleration	All Operator obligations survive termination and remain in full force for the full term of the Agreement (through 2054). NYSTA damages may include the present value of remaining Annual Rent for the entire term, with the MAG as the floor. Proposed Modification: (1) Limit survival of obligations to (a) indemnification for events occurring during the Operator's occupancy, (b) environmental remediation obligations attributable to the Operator's operations, and (c) payment obligations accrued prior to termination. All other obligations shall terminate upon the effective date of termination. (2) Rent acceleration damages shall be calculated net of (a) a commercially reasonable discount rate, (b) rent actually received from a replacement operator, and (c) rent that could reasonably be obtained through mitigation. (3) Cap rent acceleration damages at 3 years of MAG.	The Authority rejects these proposed modifications.

Exception #	RFP Page #	Section Reference	Proposer Request for Exceptions to term/condition	Authority Response
63	PDF pages 101 and 133	Exhibit 3, Sections 3.11 and 7.08: Transfer of Assets and Title/Risk of Loss	Capital improvements and related materials vest in NYSTA free of financial encumbrances upon termination. Title to Capital Improvements passes to NYSTA upon incorporation in the Project or termination, whichever occurs first, while the Operator bears all risk of loss until the Termination Date. No additional compensation is payable on transfer. Proposed Modification: (1) Upon termination for convenience, NYSTA shall pay the Operator the fair market value or undepreciated book value (whichever is greater) of all Capital Improvements that vest in NYSTA. (2) Title to Capital Improvements shall not pass until the earlier of the Termination Date or acceptance by NYSTA, not upon mere incorporation into the Project. (3) The Operator shall retain ownership of removable proprietary equipment, trade dress, branded fixtures, technology systems, and POS equipment in all termination scenarios.	(1) See response to exception #4. (2) The Authority rejects this language modification. The Authority agrees that this language may be discussed and potentially incorporated during Lease negotiations. (3) The Authority rejects this language modification. However, The Authority agrees that this language may be discussed and potentially incorporated during Lease negotiations.
64	PDF pages 129 and 130	Exhibit 3, Sections 7.04 and 7.05: Construction Commencement and Delay Liquidated Damages	Delays in satisfying Construction Commencement Conditions do not adjust Scheduled Opening Dates except for narrow exceptions. Delay LDs equal the MAG divided by 365 for each day of unexcused delay. The higher the MAG bid, the larger the daily LD exposure. Proposed Modification: (1) Delays caused by regulatory permit processing, NYSTA-directed changes, utility provider delays, and Covered Regulated Site Conditions shall be treated as excused delays that adjust the Scheduled Opening Date on a day-for-day basis. (2) Cap delay LDs at 120 consecutive days, after which the parties shall negotiate a revised schedule or either party may terminate for the affected Facility with appropriate cost allocation. (3) During any period of excused delay, no delay LDs shall accrue.	(1) The Authority rejects this language modification. However, The Authority agrees that this language may be discussed and potentially incorporated during Lease negotiations. (2) The Authority rejects this language modification. (3) The Authority rejects this language modification. Addressed in Exhibit 3, Section 7.05 (B): Construction Commencement and Delay Liquidated Damages

Exception #	RFP Page #	Section Reference	Proposer Request for Exceptions to term/condition	Authority Response
65	PDF page 136	Exhibit 3, Section 8.01: Performance Standards and Operating LDs	Performance standard violations trigger LDs from $250 to $2,000 per infraction, but the operative Performance Standards attachment is not provided in the RFP. The RFP calls for "highest possible industry levels" while Exhibit 3 uses "good industry practice." Proposed Modification: (1) Provide the complete Performance Standards attachment for review before the proposal due date. (2) Adopt the "good industry practice" standard throughout; remove the "highest possible industry levels" language. (3) Provide a written-notice-and-cure process (minimum 15 days) before LDs are assessed for any performance standard infraction. (4) Cap aggregate operating LDs per Lease Year at a stated percentage of the MAG.	(1) The Authority will have this information during Lease negotiations. Performance Standards are dependent on the content of the successful proposal. (2) The Lease language will take priority over the RFP language. (3) This will also be provided during the Lease negotiations. (4) The Authority rejects this modification.
66	PDF pages 145 and 155	Exhibit 3, Sections 10.01(L) and 13.01(B): No Liability Cap; Indemnity Uncapped by Insurance	Insurance coverages and limits are not a limitation on the Operator's liability. The Operator's indemnification obligations are not limited or discharged by any insurance. The Limitation of Liability section is intentionally omitted. Proposed Modification: (1) Insert a limitation of liability provision capping the Operator's aggregate liability (excluding willful misconduct, fraud, and environmental remediation attributable to the Operator) at the greater of (a) the aggregate insurance limits required under the Lease Agreement or (b) 3 years of Annual Rent. (2) Exclude consequential, punitive, and speculative damages from all liability calculations. (3) Adopt a comparative fault standard for indemnification, reducing the Operator's obligation proportionally by any NYSTA negligence or breach.	(1) The Authority rejects this modification. (2) The Authority agrees that this change may be discussed and potentially incorporated during Lease negotiations. (3) Refer to Exception #35.
67	PDF page 149	Exhibit 3, Section 10.03: Insurance Escalation and Availability Risk	NYSTA may increase insurance limits up to 100% over previous limits at the end of every five Lease Years. All coverages must remain in effect for the full duration, even if a coverage becomes excluded under a policy at a later date. Proposed Modification: (1) Cap insurance limit increases at the lesser of (a) 100% over previous limits or (b) the increase in the Consumer Price Index over the applicable five-year period. (2) If a required coverage becomes commercially unavailable or available only at a cost exceeding 200% of the prior premium, the Operator shall notify NYSTA and the parties shall negotiate alternative risk-allocation mechanisms in good faith. (3) NYSTA shall bear the incremental premium cost for any insurance increase it mandates above the initial required levels.	See answer to exception #30.

Exception #	RFP Page #	Section Reference	Proposer Request for Exceptions to term/condition	Authority Response
68	PDF pages 185-188	Exhibit L2, Sections 1.02, 1.03(C), and 1.06: Force Majeure and Supervening Events	Force majeure does not entitle the Operator to any compensation relief. Relief requests must be submitted within 30 days. Acceptance of any performance, schedule, or compensation adjustment constitutes a release of NYSTA from all losses attributable to the event. Proposed Modification: (1) Provide that a force majeure event of more than 90 consecutive days entitles the Operator to MAG abatement for the affected Facilities for the duration of the event. (2) Extend the Relief Request deadline from 30 days to 60 days after the initial notice. (3) Remove the blanket release provision: acceptance of schedule or performance relief shall not constitute a waiver of the Operator's right to seek compensation for documented out-of-pocket costs attributable to the event. (4) If a force majeure event continues for more than 180 consecutive days, either party may terminate the Lease Agreement for the affected Facility with appropriate cost allocation.	Exhibit 3 is only intended to outline the *key terms*, rather than serve as the exhaustive final Lease. The RFP notes that "The Authority will prepare the Lease Agreement," and explicitly states that the terms and conditions listed in Exhibit 3 "are subject to further development by the Authority". The Authority agrees that force majeure rights may be discussed and potentially incorporated during Lease negotiations.
69	PDF page 124	Exhibit 3, Section 6.21: Background Information and Independent Diligence	NYSTA makes no representation or warranty as to accuracy or completeness of Background Information. The Operator assumes all due diligence responsibility and risk for omissions, inaccuracy, outdated data, and failure to update. Proposed Modification: (1) While the Operator acknowledges independent due diligence obligations, NYSTA shall warrant that it has provided all material information in its possession regarding environmental conditions, fuel volumes, utility infrastructure, existing remediation obligations, and site conditions at each Facility. (2) If material information that was in NYSTA's possession but not disclosed is discovered after award, the Operator shall be entitled to an equitable adjustment to rent, capital investment, or schedule, or, if the impact is material, the right to terminate the affected Facility lease with reimbursement of documented costs.	The Authority rejects these proposed modifications.

Exception #	RFP Page #	Section Reference	Proposer Request for Exceptions to term/condition	Authority Response
70	PDF page 97	Exhibit 3, Section 3.02 (gap): No Operator Termination Rights	The Lease Agreement provides no contractual termination right for the Operator under any circumstances, including NYSTA breach. Section 3.02 lists termination rights exclusively for NYSTA, and Section 3.04 confirms these rights are "in addition to any other rights and remedies that the Authority has at law or in equity." No parallel provision exists for the Operator. The Operator is locked into a lease through 2054 with no exit regardless of NYSTA breach, market collapse, regulatory changes, sustained losses, or facility obsolescence. Proposed Modification: (1) Add an Operator termination right for material uncured NYSTA breach, exercisable upon 180 days' written notice if the breach is not cured within 90 days. Examples include failure to maintain NYSTA-owned infrastructure, material interference with operations, and failure to reimburse Covered Regulated Site Condition costs. (2) Add a termination right for prolonged force majeure (more than 180 consecutive days affecting more than 50% of Facilities). (3) Upon Operator termination for NYSTA breach, NYSTA shall pay the Termination Amount as if termination for convenience had occurred.	(1) The Authority rejects this change. (2) Please see response to exception #68. (3) The Authority rejects this change.
71	PDF page 99	Exhibit 3, Section 3.06: Forced Holdover	NYSTA can extend the Lease past expiration or termination until a successor agreement begins, with the Operator bound by all terms and conditions. The Operator can be forced to sell POS equipment to NYSTA or the successor at depreciated value. Proposed Modification: (1) Limit the holdover period to a maximum of 12 months after the expiration or termination date. (2) During any holdover period, the Operator shall receive holdover compensation equal to 110% of the then-current MAG (pro-rated monthly) to reflect the above-market burden of involuntary continued operations. (3) POS equipment and other Operator-owned removable property shall be sold at fair market value (not depreciated book value), or at the Operator's election, retained by the Operator.	(1) The Authority rejects this change. (2) The Authority rejects this language modification. The Authority agrees that this concept may be discussed and potentially incorporated during Lease negotiations. (3) The Authority rejects this language modification. The Authority agrees that this concept may be discussed and potentially incorporated during Lease negotiations.
72	Exhibit 3, page 68	RFP Exhibit 3, Article 13	Liability, Indemnification & Limitation of Liability: [Name retracted] would expect to negotiate with the NYSTA reasonable liability caps and the terms of indemnification among the parties. §13.01	Please see responses to exception #48(1) and exception #35.

Exception #	RFP Page #	Section Reference	Proposer Request for Exceptions to term/condition	Authority Response
73	Exhibit 3, page 10	RFP Exhibit 3, Article 3	Termination Rights & Termination for Convenience: (1) [Name retracted] would expect to negotiate termination rights to comply with required notifications and other obligations imposed by the Federal Petroleum Marketing Practices Act. (2) In addition, [Name retracted] would look to ensure that the time and substantial expense it would incur in investing upon the NYTA would be adequately protected, and that any termination of the Agreement would be based upon a default that remained uncured after reasonable notice and expiration of cure periods, and subject to reasonable caps on damages. §§ 3.02, 3.08, 5.10	(1) The Federal Petroleum Marketing Practices Act will be a permissible negotiation topic. (2) For termination for convenience see response to Exception #4; other terminations and liquidated damage amounts see response to Exception #65 regarding Performance Standards.
74			Risk Allocation: [Name retracted] would expect to ensure that the risks to be transferred to Operator would be aligned to operations and areas within its control, and that force majeure provisions would align with market terms for this type of operation. §§6.02, 6.08, 15.03, 15.06	Please see response to Exception #68.
75	Exhibit 3, page 10	RFP Exhibit 3, Article 3	Compensation Upon Termination: Intellectual Property, Work Product. [Name retracted] would expect to discuss with the Authority fair compensation for capital improvements in the event of any Termination of the Agreement, which would reflect the value and expense incurred to develop the improvements transferred. §§3.06, 3.11, 6.23, 7.08	Exhibit 3 is only intended to outline the *key terms*, rather than serve as the exhaustive final Lease. The RFP notes that "The Authority will prepare the Lease Agreement," and explicitly states that the terms and conditions listed in Exhibit 3 "are subject to further development by the Authority". The Authority agrees that compensation upon termination rights may be discussed and potentially incorporated during Lease negotiations.
76	Exhibit 3, pages 20, 39, 43	RFP Exhibit 3, Article and Sections 6.24 and 7.05	Financial Terms, Default: A. [Name retracted] would expect to negotiate the rent and interest terms with the Authority, and to ensure that Operator is given reasonable opportunity to address defaults before Authority intervention. B. [Name retracted] would also expect to negotiate the terms of liquidated damages provision and assure that there is reasonable notice afforded. Performance standards also to be discussed with the Authority. §§3.07, 3.08, 3.11, 5.05, 5.07, 5.10, 7.05, 8.01	Exhibit 3 is only intended to outline the *key terms*, rather than serve as the exhaustive final Lease. The RFP notes that "The Authority will prepare the Lease Agreement," and explicitly states that the terms and conditions listed in Exhibit 3 "are subject to further development by the Authority". The Authority agrees that default rights and performance standards may be discussed and potentially incorporated during Lease negotiations.
77	Exhibit 3, page 66	RFP Exhibit 3, Article 12	Casualty: [Name retracted] would expect to discuss with the Authority the details for a framework to ensure that Operator is adequately compensated for casualty events on the NYSTA, and in the event of any emergency closures or destruction. §§12.02-12.04	Please see response to Exception #68.

Exception #	RFP Page #	Section Reference	Proposer Request for Exceptions to term/condition	Authority Response
78	Exhibit 3, page 57	RFP Exhibit 3, Article 10	Insurance: [Name retracted] would expect to discuss with the Authority reasonable caps on the total insurance and bond increases over the full term. §10.03, 10.07	Please see responses to questions #30 and #31.
79	14	RFP Section 2.2.1 B	Operations: [Name retracted] would expect to discuss with the Authority certain operational terms of the arrangement, including (but not limited to) in respect of revenue opportunities, and allocation of space for Authority-designated third parties. §§6.17, 14.01	Exhibit 3 is only intended to outline the *key terms*, rather than serve as the exhaustive final Lease. The RFP notes that "The Authority will prepare the Lease Agreement," and explicitly states that the terms and conditions listed in Exhibit 3 "are subject to further development by the Authority". The Authority agrees that certain operational terms of the arrangement, including (but not limited to) in respect of revenue opportunities, and allocation of space for Authority-designated third parties may be discussed and potentially incorporated during Lease negotiations

**** END OF EXCEPTIONS ****

Pre-proposal Conference Attendee List (Revised 6-29-26)

RFP #24C20

7-Eleven
Applegreen
Brown & Weinraub, PLLC
Cross America Partners
DMI
Global Partners
L&L Property Enterprises
Love’s Travel Stops & Country Stores, Inc
National Bank
Stewart's Shops Corp.
Sunoco LP
Tectonic Engineering
Atlantic Testing Laboratories

KATHY HOCHUL
Governor

ROBERT L. MEGNA
Chair

FRANK G. HOARE, ESQ.
Executive Director

ADDENDUM NO. 4

RFP #24C20
NYSTA Fuel Facilities

July 1, 2026

Notice is hereby given that the following Addendum No. 4 shall be made part of RFP #24C20 issued by the Authority on April 23, 2026, as amended by Addendum No. 1 dated May 22, 2026, Addendum No. 2 dated June 9, 2026 and Addendum No. 3 dated June 24, 2026 (the "RFP").

The purpose of this addendum is to document and incorporate material changes to the above-referenced proposal.

Addendum No. 3 consists of the following additions and changes to the RFP:

Change No. 1 – RFP Section 2.2.1 (Required Services), A.1.b.is hereby revised to read as follows. Material to be deleted is in ~~strikethrough~~, material to be added is underscored.

b) Modernization and Futureproofing

Capital improvements shall look beyond current market demands. Proposers are required to detail how their reconstruction plans will accommodate the energy transition over the term of the Agreement.

Alternative Fuels Integration: Designs shall anticipate the potential for future integration of alternative fuels such as hydrogen, or any newly developed alternatives.

- The Authority reserves the right to choose and to implement an alternate fuel infrastructure at any or all the Fueling Facilities covered by this RFP. The Successful Proposer will have the right of first refusal to implement same. Notwithstanding the foregoing, the Authority agrees that at no time shall its implementation of any alternate fuel infrastructure diminish the agreed-upon dispensing or storage capacity of the Successful Proposer, unless agreed to by the Successful Proposer.

Medium and Heavy-duty Electric Vehicles Charging (MHD): In support of New York State's climate mandates under the Climate Leadership and Community Protection Act (CLCPA) and to help advance freight electrification across key transportation corridors, the Capital Improvements shall include a plan to design, install, operate and maintain electric vehicle (EV) charging infrastructure for medium and heavy-duty (MHD) zero-emission vehicles (ZEVs) at five Fueling Facilities along the New York State Thruway. Proposers shall include a commercially reasonable and transparent pricing and revenue strategy for MHD EV Charging services that support early adoption of MHD zero emission vehicles while ensuring long-term financial sustainability. The

strategy shall identify proposed pricing structures (e.g., per-kWh rates, subscription or fleet arrangements and any applicable idle fees) key assumptions, (including electricity costs, utilization and demand charges), and a high-level pricing outlook with anticipated adjustments over time. The Proposers shall provide a comprehensive solution that:

- Enables reliable, high-power charging for MHD fleets (e.g., delivery trucks, buses, freight vehicles)
- Supports current and future demand for electrified and transit corridors
- Ensures interoperability, scalability, and long-term operational viability
- Maximizes uptime, safety, and user accessibility
- Ensure the five charging facilities are located within a maximum distance of 200 miles from one another to collectively support a logically connected freight corridor on the Thruway System.
- MHD-capable charging (350kW to 1 MW+)
- Upgrade or coordinate necessary grid infrastructure (e.g., transformers, switchgear)
- Systems should support Combined Charging System (CCS) and Megawatt Charging System (MCS) standards, where available
- Fleet friendly site layouts (pull-through access, queuing space)
- 24/7/365 access and minimum uptime requirements
- Compliance with open standards (e.g.: Open Charge Point Protocol ("OCPP"))
- Multiple payment methods (e.g.; fleet, public, subscription based, etc.)
- Include revenue approaches that improve utilization and reduce end-user costs (Refer to Section 3.1.3 – Financial Proposal)

The Authority requires support for CCS charging and future compatibility with MCS charging standards. However, proposers may propose alternative connector configurations where justified by market demand, equipment availability, technology maturity, or operational considerations. Any proposed alternative configuration must be fully described in the proposal and include sufficient documentation demonstrating that the proposed solution will provide equivalent or superior functionality, accessibility, reliability, and long-term viability for the intended user base. The Authority reserves the right to determine whether a proposed alternative configuration satisfies the objectives of this procurement.

The Authority may become eligible for third-party funding for alternative fuel infrastructure, including but not limited to federal funding and/or New York State funding or New York State pass through federal funding. The proposer MAY be able to partner with the Authority or other NYS entity and receive funding. The Authority's exclusive contract for fuel services will give the proposer right of first refusal when partnership opportunities arise. Should the proposer accept such partner opportunity and be the recipient of such federal funding, the Authority may require the proposer to re-negotiate the fee structure in Exhibit 7 Financial Proposal for Category C: Medium-Heavy Duty EV Charging Station Revenue. Should the proposer decline to partner with the Authority, the Authority reserves the right to seek alternative partnerships via a competitive process (if required).

Technology Upgrades: All renovations shall include the installation of state-of-the-art Point-of-Sale (POS) systems, contactless payment at the pump, and advanced leak detection systems that provide real-time data to the Authority's oversight teams, in the event of a leak or spill. The Authority does not require day to day real-time data.

Change No. 2 – RFP Section 2.2.1.B.3 (Transition Plan), paragraph a) is hereby revised to read as follows. Material to be deleted is in ~~strikethrough~~, material to be added is underscored.

3. Transition Plan

a) General Requirements. The Successful Proposer shall be responsible for the orderly and efficient transition of all Fueling Facility locations, and it is to be understood that the Successful Proposer will accept the Fueling Facilities in "As Is" condition. The primary objective is continuity of service; at no point during the transition shall any Fueling Facility be permitted to cease fueling operations, except for brief, scheduled periods expressly approved by the Authority for construction activities, equipment calibration, or safety inspections. Proposers are required to include the duration of their proposed construction closure program for each individual location in their Capital Proposal (Exhibit 6) and Financial Proposal (Exhibit 7).

- Within thirty (30) days of ~~**Contract Award**~~ the Execution Date, the Successful Proposer shall submit a Master Transition Schedule. This schedule shall include a protocol for the valuation and transfer of remaining fuel inventory and retail merchandise.

Change No. 3 – RFP Section 2.2.1.B.5 (Cleanliness, Maintenance, and Repair Obligations), paragraph f) is hereby revised to read as follows. Material to be deleted is in ~~strikethrough~~, material to be added is underscored.

f) The Successful Proposer shall maintain the interior and exteriors of all buildings, equipment, emergency site generators (and required maintenance records), and all exterior aspects of the property including landscaping and plant life, parking areas, interior fencing, railings, curbing, and walkways at the highest possible level throughout the Term of the Lease Agreement. See Exhibit 11 - Fueling Facilities Generator Information and Exhibit 12 - Emergency Generator Maintenance Records.

Change No. 4 – RFP Section 2.2.1.B.6 (Non-Fuel Products), paragraph a) is hereby revised to read as follows. Material to be deleted is in ~~strikethrough~~, material to be added is underscored.

1. Non-Fuel Products

a) Retail Vision and Strategy:
The Authority seeks a Proposer who can deliver a modern, high-efficiency retail experience within the Fueling Facility's non-fuel commercial space. The Merchandising Plan should focus on "Fast-Moving Consumer Goods" that cater to the immediate needs of the motoring public, commuters, and professional drivers. The goal is to provide a curated selection of travel essentials and refreshments 24/7/365 that complement the primary fueling operation.

b) Authorized Products:
Proposers should detail their procurement, display, and pricing strategies for the following authorized products: Candy, bottled sodas, packaged cakes and pies, dairy, automotive supplies, novelty items, ice, magazines and newspapers, cigarettes and tobacco products, coffee, ice cream, New York State lottery and instant lottery, gift cards, juices and bottled water, personal care items, pre-paid phone cards, groceries, film, batteries, lighters,

sunglasses, licensed collectibles, gloves and hats, coolers, flowers, seasonal and holiday items, snacks (chips, pretzels, crackers), meat snacks, fountain drinks, sports drinks and cappuccino.

c) Unauthorized Products:
No other items (including hot meals and sandwiches) may be offered for sale at the Fueling Facilities without the prior consent of the Authority. Hot meals, including pizza and hot dogs, burgers, chicken, fries and sandwiches and stand-alone food or coffee sales buildings, with or without drive-thru facilities, are expressly prohibited, and no microwave or other food heating elements shall be allowed, except for beverage makers and beverage warming units.

d) Pricing for non-fuel products shall be region-based plus a maximum of 10% markup.
The 10% markup is calculated using the following steps:
- Each facility is assigned to a specific geographic Region.
- The Operator must submit a list of at least two Comparator Locations (similar off-Thruway operations in that Region) for the Authority to approve.
- The Operator conducts a survey to find the observed product price of an item at both comparator locations.
- The prices from those two comparator locations are averaged together to establish a baseline average product price.

The Operator's final proposed price can then include a markup of up to 10% added on top of that calculated survey average. Survey frequency shall be determined by the Authority but shall be at least twice a year for non-fuel products.

Change No. 5 – RFP Section 2.2.2.C.5 (Additional Permit and Approval Information), paragraph titled "Inspection/Investigation of the Premises" is hereby revised to read as follows. Material to be added is underscored.

Inspection/Investigation of the Premises

The Authority shall have the right to inspect the Premises for the presence, release or discharge of Hazardous Materials at any time during the term of the lease; The cost of this inspection shall be borne by the Successful Proposer; If such inspection reveals the presence, release or discharge of any Hazardous Materials not related to petroleum contamination caused by a prior operator, in the Authority's discretion, the Successful Proposer shall either remediate in compliance with all applicable Environmental Laws or reimburse the Authority for costs of such remediation upon demand. This obligation shall survive the termination or early expiration of the Agreement.

Change No. 6 – RFP Section 2.2.2.D.1 (Additional Permit and Approval Information), paragraph titled "Inspection/Investigation of the Premises" is hereby revised to read as follows. Material to be added is underscored.

Liquidated Damages

1. Delay Liquidated Damages

The Lease Agreement will include a "Scheduled Opening Date" for each Facility by which the Opening Date for such Facility 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 total Minimum Annual Guaranteed Rents from Categories A and B ~~and C~~ in Exhibit 7

– Financial Proposal is 30 days following the Scheduled Opening Date for each Facility. The Successful Proposer will be excused from liquidated damages to the extent that the delay in the Opening Date for a Facility is due to: (i) Authority Fault (defined below), (ii) Force Majeure (defined in Section 15.05 of Exhibit 3 – Key Terms for Agreement) or (iii) a delay in issuance of a governmental approval beyond the "Assumed Approval Issuance Date" set forth in the schedule for the Initial Improvements that has been accepted by the Authority but only to the extent that the Successful Proposer has: complied with the requirements of the Lease Agreement; has submitted all applications, data, studies, reports, responses and other information required under Applicable Law and the adopted administrative practice of the governmental body in order to obtain the governmental approval; and has in all respects used its best efforts to obtain the governmental approval.

"Authority Fault" means a breach by the Authority of any of its obligations under the Lease Agreement beyond any applicable cure periods, a breach of any representation or warranty by the Authority under the Lease Agreement, willful misconduct of authorized Authority personnel, or a negligent act or omission of authorized Authority personnel.

Change No. 7 – RFP Section 2.3.3 (Rental Revenue from Operations) is hereby revised to read as follows. Material to be deleted is in ~~strikethrough~~, material to be added is underscored.

1) Operational Rent shall be provided on a monthly basis beginning on the commencement date of the Lease Agreement consisting of:

    a. Fuel sales - Product of cents-per gallon based on the total gallons of fuel delivered, plus
    b. A percentage of Gross Sales derived from Non-Fuel Products, plus
    c. A percentage of Gross Sales derived from MHD EV Charging.

    Rent shall be suspended during the Redevelopment Period of each Fueling Facility, when closed (with no sales) as permitted by the Authority. The Redevelopment Period will be established for each Fueling Facility and Liquidated damages, as specified in Section 2.2.2 D - Liquidated Damages, may be assessed if the project is delayed.

    Rent will be pro-rated for the year in which the redeveloped Fueling Facility opens.
    Rent will be due by the 15th of each month, based on the Gross Sales of the previous month. Late payment would be subject to 9% of the rent owed **~~for each day late~~** annually.

2) The Proposer shall include a Minimum Annual Guarantee (MAG) Rent for Categories A - Fuel Sales and B – Non-Fuel Product Sales **~~and C – MHD EV Charging Sales~~**. The Proposers may elect to escalate the MAG in any or all categories every five years as delineated in Exhibit 7 – Financial Proposal.

    Rent and MAG will be reconciled at the end of each year.

3) Revenue from food, beverage, or other self-serve vending machines operated by the New York State Commission for the Blind ("Commission") under its Business Enterprise Program ("BEP") are NOT included in Gross Sales. However, If, at any time during the Lease Term, the Commission decides not to operate some or all of the vending machines through the BEP, the Successful Proposer will be responsible for those machines. Any revenue generated by vending machines operated by the Successful Proposer shall be included in Gross Sales for non-fuel products.

Change No. 8 – RFP Section 2.3.3 (Rental Revenue from Operations) is hereby revised to read as follows. Material to be deleted is in ~~strikethrough~~, material to be added is underscored.

J. Documentation Regarding Legal Capacity

Documentation required by this section will **not** be counted toward the page limit specified in Section 3.1.1 (Proposal Content) above.

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. The Authority permits the use of reasonable qualifications (such as "to our knowledge after reasonable inquiry") for litigation, lien, and judgment disclosures, provided the Proposer certifies that it conducted a good-faith search.

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 related 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.

Change No. 9 – RFP Section 3.1.3 (Capital Proposal) is hereby revised to read as follows. Material to be deleted is in ~~strikethrough~~, material to be added is underscored.

3.1.3 – Capital Proposal

Documentation required by this section will **not** be counted toward the page limit specified in Section 3.1.1 (Proposal Content) above.

Proposers are required to submit Exhibit 6 – Capital Proposal as their Capital Investment Plan and Renewal and Replacement Plan financial commitment over the Term of the Lease Agreement as

outlined in Section 2.3.1 – Capital Investment Plan and Section 2.3.2 – Renewal and Replacement Plan. Exhibit 6 – Capital Proposal is an Excel file and is available here:

~~**Exhibit 6 - Capital Proposal**~~

Exhibit 6 – Capital Proposal (Version 2)

Requirements for completing Exhibit 6 – Capital Proposal:

1. Proposers **shall** complete **all** cells highlighted in green.

2. Cells highlighted in light gray contain calculation formulas and shall not be altered. Any manual adjustments to the formulas or protected cells in Exhibit 6 – Capital Proposal may result in the disqualification of the Proposal.

3. For each of the Fueling Facility locations, enter the Projected opening date (*MM/DD/YYYY*) in the **PROJECTED OPENING DATE** column.

4. In the **INITIAL CAPITAL INVESTMENT TOTAL** column (column D), enter the proposed Initial Capital Investment for each Fueling Facility. "Initial Capital Investment" shall mean that portion of the Capital Investment that is allocated to the Initial Improvements during the Redevelopment Period.

5. In the **PORTION OF INITIAL CAPITAL INVESTMENT ALLOCATED FOR MHD EV CHARGING** column (column E), enter the portion of the Initial Capital Investment Total that will be allocated specifically to MHD EV charging at each Fueling Facility.

6. In the **RENEWAL & REPLACEMENT CONTRIBUTION PER YEAR** columns, the Proposer shall enter a percentage of the Initial Capital Investment contributed each year to the Renewal and Replacement Reserve account over the term of the Lease Agreement. 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.

   Proposers can increase and decrease the R&R percentage every five years as delineated in Exhibit 6 - Capital Proposal, but the minimum is ONE PERCENT of the Initial Capital Investment. The percentages as proposed will be firm for the Term of the Lease Agreement

7. The Proposer shall print, complete, and execute by a legally authorized representative of the proposing entity. The original signed form is the Proposer's firm and irrevocable offer to the Authority.

Change No. 10 – RFP Section 3.1.4 (Financial Proposal) is hereby revised to read as follows. Material to be deleted is in ~~strikethrough~~, material to be added is underscored.

3.1.4 – Financial Proposal

Documentation required by this section will **not** be counted toward the page limit specified in Section 3.1.1 (Proposal Content) above.

A. Proposers are required to submit Exhibit 7 - Financial Proposal as their rental pricing commitment to the Authority for the term of the Lease Agreement as outlined in Section 2.3.3 – Rental Revenue from Operations. Exhibit 7 – Financial proposal is an Excel file and is available here:

~~Exhibit 7 - Financial Proposal (version 2)~~
Exhibit 7 - Financial Proposal (version 3)

Requirements for completing Exhibit 7 – Financial Proposal:

1. Proposers **shall** complete **all** cells highlighted in green.

2. Cells highlighted in light gray contain calculation formulas and shall not be altered. Any manual adjustments to the formulas or protected cells in Exhibit 7 – Financial Proposal may result in the disqualification of the Proposal.

3. Proposers are required to provide a monthly rent offer for each of the Facilities. For each Fueling Facility, proposers shall provide rent for the following categories:

   Category A: Fuel Sales
   Guaranteed Monthly Fuel Rent | Cents Per Gallon (CPG)

   Category B: Non-Fuel Product Sales
   Guaranteed Monthly Retail Rent | Percentage (%) of Non-Fuel Gross Sales

   Category C: Medium-Heavy Duty EV Charging Station Revenue
   ~~**Guaranteed Monthly MHD Charging Rent |**~~ Percentage (%) of MHD EV Charging Gross Sales

   Rent will be pro-rated for categories A and B ~~**and C**~~ for the months each Fueling Facility is closed for the Redevelopment Period. The pro-rated MAG will be automatically calculated in Exhibit 7 – Financial Proposal considering the information entered into the "# of months closed" fields.

4. Proposers may choose to escalate the MAG Rent for Categories A and B ~~**and C**~~ every five years as delineated in Exhibit 7 – Financial Proposal.

5. Proposers shall complete the **PROJECTED RE-OPENING DATE** field and the **# OF MONTHS CLOSED** fields for 2027-2030. This will automatically calculate the pro-rated MAG for Categories A and B ~~**and C**~~ in the table below.

6. The **SUMMARY** tab is read-only and generates all values automatically based on the data entered for each Fueling Facility.

7. The Proposer shall print, complete, and execute by a legally authorized representative of the proposing entity. The original signed form is the Proposer's firm and irrevocable offer to the Authority.

Change No. 11 – RFP Section 6.3 (Standard Contract Clauses, Appendices, Exhibits and Schedules) is hereby revised to read as follows. Material to be deleted is in ~~strikethrough~~, material to be added is underscored.

Section 6.3 – Standard Contract Clauses, Appendices, Exhibits and Schedules

The Appendices listed below and attached hereto will be incorporated into and made a part of the Agreement**.** The Successful Proposer shall complete and submit Appendix D - Authority Supplemental Insurance Certificate to the Authority prior to commencement of work under the Agreement. Proposers shall complete and submit Exhibits 6 and 7, and Schedules 3 through 13 with their proposal. If applicable, Proposers shall submit Schedule 1 with their Proposal.

Appendix A Standard Clauses

Appendix B Thruway Authority Guidelines Regarding Permissible Contacts During a Procurement and the Prohibition of Inappropriate Lobbying Influence

Appendix C New York State Certified Minority/Women/Service-Disabled Veteran-Owned Business Enterprises Goal Requirements And Procedures For Participation

Appendix D Authority Supplemental Insurance Certificate (TA-W51343)

Appendix E Inventions Policy

Appendix F Network Connection Requirements (TAP-372) (See Section 6.19 of Exhibit 3 – Key Terms for Agreement)

Appendix G Cybersecurity Requirements (See Section 6.19 of Exhibit 3 – Key Terms for Agreement)

Exhibit 1 NYSTA Fueling Facilities Map

Exhibit 2 April 2019 – December 2025 Fuel Volumes and Traffic Data

Exhibit 3 Key Terms for Agreement

Exhibit 4 Customer Survey: Thruway Fueling Facilities

Exhibit 5 Fueling Facilities Area Responsibility Maps

Exhibit 6 Capital Proposal

Exhibit 7 Financial Proposal

Exhibit 8 Design and Construction Requirements

Exhibit 9 Environmental Information

Exhibit 10 Procedure for the Control of Concessionaire Building Modifications for Service Areas

Exhibit 11 Fueling Facilities Generator Information

Exhibit 12 Emergency Generator Maintenance Records

Schedule 1 Pre-Proposal Conference/Site Visit Release

Schedule 2 Confidentiality and Non-Disclosure Agreement

Schedule 3 Proposer and Team Member Information Form Q-1

Schedule 4 Past Performance Form E-1

Schedule 5 New York State Finance Law §§ 139-j and 139-k Disclosure of Prior Non-Responsibility Determinations (TA-W3053)

Schedule 6 Certificate of Compliance with the Authority Guidelines Regarding Permissible Contacts During a Procurement and the Prohibition of Inappropriate Lobbying Influence (TA-W2111)

Schedule 7 Vendor Assurance of No Conflict of Interest or Detrimental Effect

Schedule 8 Certification Under Executive Order No. 16 Prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia

Schedule 9 Gender-Based Violence and the Workplace Certification

Schedule 10 ST-220-CA New York State Department of Taxation and Finance Contractor Certification

Schedule 11 Equal Employment Opportunity Policy Statement, (Form EEO-1)

Schedule 12 Equal Employment Opportunity Staffing Plan (Form EEO-2)

Schedule 13 Contractor Utilization Plan (TA-W1022)

Change No. 12 – RFP Exhibit 3 (Key Terms for Agreement), Section 3.01 (Term) is hereby revised to read as follows. Material to be deleted is in ~~strikethrough~~, material to be added is underscored.

SECTION 3.01 - TERM

The term of this Agreement, when duly executed, shall commence upon ~~**approval by the Authority Executive Director**~~ the Effective Date and shall terminate on June 30, 2054 ("Expiration Date") unless terminated sooner pursuant to any of the terms of this Agreement or by function of law and the Authority's rights to extend the effectiveness of this Agreement.

Change No. 13 – RFP Exhibit 3 (Key Terms for Agreement), Section 3.02 (Expiration or Termination), Paragraph (c)(5) is hereby revised to read as follows. Material to be deleted is in ~~strikethrough~~, material to be added is underscored.

(c) On thirty (30) days written notice if:

(1) The Operator files a petition in bankruptcy or for insolvency or for reorganization under any bankruptcy or insolvency statute, or makes any arrangement or assignment for the benefit of creditors;

(2) A petition in bankruptcy or insolvency is filed against the Operator that is not dismissed, withdrawn or otherwise stayed within ninety (90) days after filing;
(3) The Operator is adjudicated as bankrupt or insolvent;
(4) A receiver or trustee is appointed for all, or substantially all, of the property of the Operator upon an insolvency, and said receiver or trustee is not discharged or ordered removed or their appointment otherwise stayed within ninety (90) days after their appointment; or
(5) The Operator sells all or substantially all of its assets, or there is a dissolution, liquidation, ~~**merger, consolidation, or reorganization of the Operator;**~~

Change No. 14 – RFP Exhibit 3 (Key Terms for Agreement), Section 5.07 (Interest for Late Payment) is hereby revised to read as follows. Material to be deleted is in ~~strikethrough~~, material to be added is underscored.

SECTION 5.07 - INTEREST FOR LATE PAYMENT

If the Operator fails to pay any rent for a period of ten (10) days after such payment shall have become due, the Operator shall pay interest on such rent at an interest rate of nine percent (9%) ~~**per month**~~ annually from the date when such installment or payment shall have become due to the date of payment thereof. The foregoing is in addition to, and not in substitution of, the Authority remedies pursuant to this Agreement, at law or in equity, including but not limited to its termination rights set forth below, and nothing herein is intended to restrict any of such remedies, all of which shall be cumulative hereunder, including but not limited to such termination rights.

Change No. 15 – RFP Exhibit 3 (Key Terms for Agreement), Section 6.20 (Subcontracting) is hereby revised to read as follows. Material to be deleted is in ~~strikethrough~~, material to be added is underscored.

SECTION 6.20 – SUBCONTRACTING

Operator agrees not to subcontract any of its services without the prior written approval of the Authority, which will not be unreasonably withheld. To the extent that this Agreement includes MWBE and SDVOB goals, the Authority's Bureau of Compliance is required to concur with the approval of all subcontractors/firms.

Subject to such prior approval by the Authority, Operator may arrange for a portion of its responsibilities under this Agreement to be subcontracted to qualified, responsible subcontractors. Prior to awarding any work to a subcontractor, Operator shall submit to the Authority a written statement clearly identifying the proposed subcontractor and clearly stating the nature and extent of the proposed work a subcontractor is to perform, the qualifications of the subcontractor's personnel that will be providing the services, the fees the subcontractor will charge for such work, and such other information as the Authority may require. As part of this explanation, and prior to any approval by the Authority, the subcontractor must submit to the Authority a completed Vendor Assurance of No Conflict of Interest or Detrimental Effect form, attached as Schedule 7 to the RFP, in the same form Operator was required to complete prior to execution of this Agreement.

Operator retains ultimate responsibility for all services performed under the Agreement and shall pay any subcontractors promptly for work performed under this Agreement. Operator shall be fully responsible to the Authority for the acts and omissions of its subcontractors, and of persons either

directly or indirectly employed by them, just as Operator is fully responsible to the Authority for the acts and omissions of persons directly employed by Operator.

All subcontracts shall be in writing and shall contain provisions which are functionally identical to, and consistent with, the provisions of this Agreement including, but not limited to, the body of this Agreement and Appendix A – Standard Clauses For New York State Thruway Authority Contracts. Unless expressly waived in writing by the Authority, all subcontracts between Operator and subcontractors shall expressly name the Authority, as the sole intended third party beneficiary of such subcontract. The Authority reserves the right to review and approve or reject any subcontract, as well as any amendment to said subcontract(s), and this right shall not make the Authority a party to any subcontract or create any right, claim, or interest in the subcontractor or proposed subcontractor against the Authority.

The Authority shall have the right to withdraw its consent to a subcontract if, at the sole discretion of the Authority, it appears at any time that the subcontract will delay, prevent, or otherwise impair Operator's performance of services under this Agreement, or if it appears that any subcontractor is not in compliance with this Section or any other provisions of this Agreement. Upon request of the Authority, Operator shall furnish to the Authority copies of any contracts between Operator and its subcontractors related to the performance of services under or in fulfillment of this Agreement.

The Authority reserves the right, at any time during the term of the Agreement, to verify that the written subcontract between Operator and any subcontractor is in compliance with all of the provisions of this Section and any other applicable provisions contained in this Agreement.

Operator shall give the Authority immediate notice in writing of the initiation of any legal action or suit which relates in any way to a subcontract with a subcontractor or which may affect the performance of the duties of Operator under this Agreement. Any subcontract shall not relieve Operator in any way of any responsibility, duty and/or obligation of the Agreement.

If at any time during performance under this Agreement total compensation to a subcontractor exceeds or is expected to exceed $100,000, said subcontractor shall be required to submit and certify a Vendor Responsibility Questionnaire. The Authority recommends that subcontractors 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://onlineservices.osc.state.ny.us/.

Subcontractors 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. subcontractors 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 or may contact the Authority or the Office of the State Comptroller's Help Desk for a copy of the paper form.

Nothing contained in this Agreement shall create any contractual relationship between a subcontractor and the Authority.

Change No. 16 – RFP Exhibit 3 (Key Terms for Agreement), Section 7.05 (B) (Delay Liquidated Damages) is hereby revised to read as follows. Material to be deleted is in ~~strikethrough~~, material to be added is underscored.

(B) Delay Liquidated Damages. 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 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 such Fueling Area.

Change No. 17 – RFP Exhibit 3 (Key Terms for Agreement), Section 10.07 (Authority Right to Increase Bond Amounts) is hereby revised to read as follows. Material to be deleted is in ~~strikethrough~~, material to be added is underscored.

SECTION 10.07 - ~~AUTHORITY RIGHT TO INCREASE BOND AMOUNTS~~ INTENTIONALLY OMMITTED

~~The Authority reserves the right to increase the amount of the Performance Bond required by Section 10.06 (a) upon the commencement of any applicable Renewal Term, provided, however, that such increased amount shall not be more than fifty percent (50%) over the amount required for the Initial Term or previous Renewal Term, whichever is applicable.~~

Change No. 18 – RFP Exhibit 3 (Key Terms for Agreement), Section 11.01 (General Prohibition) is hereby revised to read as follows. Material to be deleted is in ~~strikethrough~~, material to be added is underscored.

SECTION 11.01 - GENERAL PROHIBITION

The Operator shall not assign, mortgage, sublease, subcontract or otherwise transfer, alienate or encumber all or any part of the Operator's interest in this Agreement or in the Facilities without the Authority's prior written consent.

Any attempted assignment, mortgage, subleasing, subcontracting or other transfer or encumbrance without such consent shall be null and void and shall, at the Authority's election, constitute a breach of this Agreement without any need for notice thereof to the Operator.

Without limiting the Authority's rights hereunder, the following shall be considered an attempted assignment, mortgage, sublease, ~~**subcontract**~~, transfer or other encumbrance:

- Any sale, conveyance, assignment, or other transfer of (including installment land sale contracts), or the grant of a security interest in, all or any part of the legal and/or equitable title held by Operator to the Facilities; or
- any sale, conveyance, assignment, or other transfer by any holder of stock or ownership interest in the Operator of any of its interest in the Operator; or
- a change in control of the Operator; or any lease or contract for operation of all or any of the Facilities, other than leases and contracts approved by the Authority.

Any consent by the Authority, or any waiver under this paragraph shall not constitute a consent to, or waiver of any right, remedy or power of the Authority upon any subsequent requests or violations under this Agreement.

Change No. 19 – RFP Exhibit 3 (Key Terms for Agreement), Section 13.03 (Confidentiality and Non-Disclosure), Paragraph B) is hereby revised to read as follows. Material to be deleted is in ~~strikethrough~~, material to be added is underscored.

B. Confidential Information does not include information which, at the time of the Authority's disclosure to Operator: (1) is already in the public domain or becomes publicly known through no act of Operator; or (2) is already known by Operator free of any confidentiality obligations; or (3) is independently developed by the Operator without reference to Confidential Information.

If Operator wants to disclose Confidential Information, it shall notify the Authority and specify the Confidential Information it wants to disclose. 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 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, 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 to the extent legally permissible; (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.

Change No. 20 – RFP Exhibit 3 (Key Terms for Agreement), Section 15.03 (No Damages for Delay) is hereby revised to read as follows. Material to be deleted is in ~~strikethrough~~, material to be added is underscored.

SECTION 15.03 – ~~NO DAMAGES FOR DELAY~~ INTENTIONALLY OMMITTED

~~Operator expressly agrees that it shall not make any charges or claims for damages against the Authority for any delays or hindrances from any cause whatsoever during the progress of any portion of the services specified in this Agreement and that the Authority shall not be liable for any damages resulting from delays or hindrances from any cause whatsoever. The Operator acknowledges that their proposal pricing includes, and the Operator has anticipated, potential delays related to environmental issues, including remediation, and/or energy availability, and that such risks are included in contract time and sum.~~

Change No. 21 – RFP Exhibit 3 (Key Terms for Agreement), Exhibit L1 (Definitions), the following definition is added:

Environmental hazard - Means an extreme state of danger to the public health or the environment whether imminent or otherwise resulting from the location, storage or handling of any substance having toxic, corrosive, flammable explosive, infectious or otherwise dangerous characteristics.

Change No. 22 – RFP Exhibit 3 (Key Terms for Agreement), Exhibit L1 (Definitions), the definition for "Applicable Law" is hereby revised to read as follows. Material to be deleted is in ~~strikethrough~~, material to be added is underscored.

Applicable Law – Applicable Law" means: (1) any federal, State of New York (sometimes referred to herein as "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; and (3) any governmental approval ~~**and (4) the applicable policies of the Authority**~~. In each case having the force of law and applicable from time to time to the Project or the transactions contemplated hereby.

-END OF CHANGES-

ADDENDUM NO. 4

PROPOSER ACKNOWLEDGEMENT FORM

Proposers must indicate acknowledgement of the changes for this RFP by completing and submitting this page with their proposal.

Proposers that have already submitted their proposal must indicate acknowledgement of the changes for this RFP by completing and returning this page in time for the Proposal opening.

Envelope should be addressed to:

New York State Thruway Authority
Attn: Purchasing Bureau
200 Southern Blvd.
Albany, NY 12209

Envelope should be clearly marked under the return address with the following information:

RFP #24C20 Addendum No. 4

Keep a copy for your records.

The following must be completed and signed by an authorized person from the firm or corporation:

_____	_____
Firm Name	Area Code &Telephone
_____	_____
Address	City & State
_____	_____
Signature	Date
_____	_____
Print Name	Title

EXHIBIT 11

Fueling Facilities Generator Information

EXHIBIT 11

Fueling Facilities Generator Information

AREA	TWY_ID	YEAR	MAKE	MODEL	ASSET_DESCRIPTION	MASTER_MESSAGE	VIN	M_TYPE	METER	UTD	ASSET_NUMBER	IN_SERVICE	USE_180	USE_365	FUEL_TYPE	Fuel Tank Capacity
ALB Division	21709	1994	CATERPILLAR	SR4	CATERPILLAR SR4 275KW EMERGENCY GENERATOR	275KW - Bldg S2170 - Mohawk Service Area	8LF01605	HR	1370	1370	GENEM-94105-1	02-JAN-94	1	1	Diesel/ Bio Diesel	250 gallon
BUF Division	41129	2007	KOHLER	300REOZDD	KOHLER 300RE0ZDD 300KW EMERGENCY GENERATOR	300KW - Bldg S4112 - Scottsville Service Area	2168871	HR	492	492	GENEM-07116-2	14-OCT-10	5	5	Diesel/ Bio Diesel	368 gallon
BUF Division	41069	1997	GENERAC	97A02541	GENERAC 97AO2541 25KW EMERGENCY GENERATOR	25KW - Bldg S4106 - Angola Gas Station	2034843	HR	517	517	GENEM-97067-1	22-JAN-99	0	7	Diesel/ Bio Diesel	500 gallon
ALB Division	21509	1993	CATERPILLAR	SR4	CATERPILLAR SR4 250KW EMERGENCY GENERATOR	250KW - Bldg S21051 - Guilderland Service Area	GE600352	HR	1396	1396	GENEM-93108-1	07-MAY-93	1	1	Diesel/ Bio Diesel	275 gallon
SYR Division	31619	1994	CATERPILLAR	SR4	CATERPILLAR SR4 400KW EMERGENCY GENERATOR	400KW - Bldg S3161 - Port Byron Service Area	9FF00664	HR	1125	1125	GENEM-94011-1	01-JAN-94	0	4	Diesel/ Bio Diesel	275 gallon
NY Division	11509	1993	CATERPILLAR	SR4	CATERPILLAR SR4 400KW	400KW - Bldg S1150 - Modena	9FF00581	HR	1359	2392	GENEM-93012-1	14-MAY-97	0	5	Diesel/ Bio Diesel	500 gallon
BUF Division	41079	1997	CATERPILLAR	OLYMPIAN	CATERPILLAR OLYMPIAN 50KW EMERGENCY GENERATOR	50KW - Bldg S4107 - Angola Gas Station	2033157	HR	502	502	GENEM-97061-1	05-FEB-98	2	10	Diesel/ Bio Diesel	500 gallon
BUF Division	41209	1993	ONAN/CUMMINS	350DFCC	ONAN 350DFCC 350KW EMERGENCY GENERATOR	350KW - Bldg S4120 - Ontario Service Area	F930511166	HR	1391	1391	GENEM-93014-1	31-DEC-93	0	23	Diesel/ Bio Diesel	250 gallon
BUF Division	41409	2007	KOHLER	300REOZDD	KOHLER 300RE0ZDD 300KW EMERGENCY GENERATOR	300KW - Bldg S4140 - Clarence Service Area	2168882	HR	481	481	GENEM-07116-1	13-NOV-07	0	15	Diesel/ Bio Diesel	368 gallon
SYR Division	31369	1993	CATERPILLAR	SR4	CATERPILLAR SR4 350KW EMERGENCY GENERATOR	350KW - Bldg S3136 - Schuyler Service Area	ALF01711	HR	1257	1257	GENEM-93113-1	24-JUN-95	0	16	Diesel/ Bio Diesel	250 gallon
SYR Division	31539	1993	CATERPILLAR	SR4	CATERPILLAR SR4 350KW EMERGENCY GENERATOR	350KW - Bldg S3153 - Dewitt Service Area	8KF00836	HR	1211	1211	GENEM-93113-2	25-JUN-95	0	5	Diesel/ Bio Diesel	250 gallon
SYR Division	31559	1993	CATERPILLAR	SR4	CATERPILLAR SR4 350KW EMERGENCY GENERATOR	350KW - Bldg S3155 - Warners Service Area	5NA08647	HR	1012	1012	GENEM-93113-3	25-JUN-95	0	1	Diesel/ Bio Diesel	250 gallon
NY Division	11039	1999	ONAN/CUMMINS	500DFED-34	ONAN 500DFED-34 500KW EMERGENCY GENERATOR	500KW - Bldg S11031 - Ramapo Service Area	G990954880	HR	605	605	GENEM-99121-1	01-JUN-00	0	0	Diesel/ Bio Diesel	850 gallon
SYR Division	31269	1992	ONAN/CUMMINS	300DFCB	ONAN/CUMMINS 300DFCB 300KW EMERGENCY GENERATOR	300KW - Bldg S3126 - Iroquois Service Area	J92049039Z	HR	1021	1021	GENEM-92137-2	26-OCT-94	0	3	Diesel/ Bio Diesel	250 gallon
ALB Division	21409	1992	ONAN/CUMMINS	350FCCS	ONAN 350DFCC 350KW EMERGENCY GENERATOR	350KW - Bldg S2140 - New Baltimore Service Area	C920457509	HR	853	853	GENEM-92136-1	09-NOV-92	1	1	Diesel/ Bio Diesel	500 gallon
BUF Division	41319	1991	ONAN/CUMMINS	350DFCC	ONAN 350DFCC 350KW EMERGENCY GENERATOR	350KW - Bldg S4131 - Pembroke Service Area	1910421435	HR	884	1190	GENEM-91118-2	31-DEC-92	0	40	Diesel/ Bio Diesel	500 gallon
ALB Division	21319	1993	CATERPILLAR	SR4	CATERPILLAR SR4 350KW EMERGENCY GENERATOR	350KW - Bldg S2131 - Malden Service Area	8LF00814	HR	1034	1034	GENEM-93113-4	11-AUG-96	1	6	Diesel/ Bio Diesel	500 gallon

EXHIBIT 12

Emergency Generator Maintenance Records

EXHIBIT 11 - Emergency Generator Maintenance Records

AREA	TWY_ID	ASSET_NUMBER	DESCRIPTION	LABOR_HRS	WO_CREATION_DATE	WO_TYPE
NY Division	11509	GENEM-93012-1	Maintenance and Repair/check batteries and charging system	8	05/18/2026	EM Breakdown
NY Division	11039	GENEM-99121-1	Maintenance and Repair/CHECK OPERATION, AND CLEAN ENTIRE GENERATOR ROOM	6	05/01/2026	EM Special Instruction
ALB Division	21319	GENEM-93113-4	need Vbelts, battery, missing exhaust screen	0	03/09/2026	EM Driver's Report
NY Division	11039	GENEM-99121-1	PM Service A	13	03/20/2026	EM PM
NY Division	11039	GENEM-99121-1	PM Service B	8	10/14/2025	EM PM
NY Division	11039	GENEM-99121-1	PM Service A	3	04/02/2025	EM PM
NY Division	11039	GENEM-99121-1	Maintenance and Repair /radiator cap broken	12	03/31/2025	EM Breakdown
NY Division	11039	GENEM-99121-1	PM Service B	11	12/17/2024	EM PM
NY Division	11039	GENEM-99121-1	OPERATOR COMPLAINT- UNIT WONT CRANK OVER	4	09/04/2024	EM Breakdown
NY Division	11039	GENEM-99121-1	check display/batteries were dead replaced batteries and reset trickle charger	10	08/02/2024	EM Special Instruction
NY Division	11039	GENEM-99121-1	PM Service A	3	06/05/2024	EM PM
NY Division	11039	GENEM-99121-1	Maintenance and Repair /replace batteries and 24volt battery tender	7.5	05/28/2024	EM Breakdown
NY Division	11039	GENEM-99121-1	OPERATOR COMPLAINT- LOW VOLTAGE ALARM GOING OFF 597 HRS	5	05/22/2024	EM Driver's Report
NY Division	11039	GENEM-99121-1	Maintenance and Repair/ call from facility's to check over while electrician prepared to put back on line for rest area	5	01/04/2024	EM Special Instruction
NY Division	11039	GENEM-99121-1	PM Service A	6	06/06/2023	EM PM
NY Division	11039	GENEM-99121-1	Maintenance and Repair / check fluid leak ,	4	03/03/2023	EM Driver's Report
NY Division	11039	GENEM-99121-1	PM Service B	3	01/13/2023	EM PM
NY Division	11039	GENEM-99121-1	PM Service A	1	04/05/2022	EM PM
NY Division	11039	GENEM-99121-1	check coolant leak/hrs 574.8	3	02/03/2022	EM Breakdown
NY Division	11039	GENEM-99121-1	Maintenance and Repair ,CHECK OIL LEAK AND MAKE LIST FOR FALL PM	2	09/29/2021	EM Driver's Report
NY Division	11039	GENEM-99121-1	PM Service A - satisfied with PM B performed on work order EM941391	0	05/17/2021	EM PM
NY Division	11039	GENEM-99121-1	PM SERVICE B	3	04/30/2021	EM PM
NY Division	11039	GENEM-99121-1	PM Service A - 548.5 hours	1	04/01/2020	EM PM
NY Division	11039	GENEM-99121-1	PM Service B /540 HOURS /JEFF /ANT	4	11/27/2019	EM PM
NY Division	11039	GENEM-99121-1	PM Service A	2	11/27/2019	EM PM
NY Division	11039	GENEM-99121-1	Check for coolant leaking - 530 hours	2.5	01/11/2019	EM Driver's Report
NY Division	11039	GENEM-99121-1	Maintenance and Repair check alarm going off	1	10/24/2018	EM Driver's Report
NY Division	11039	GENEM-99121-1	PM Service B	1.5	10/01/2018	EM PM
NY Division	11039	GENEM-99121-1	PM Service A	0	04/03/2018	EM PM
NY Division	11039	GENEM-99121-1	PM Service B	1.5	01/22/2018	EM PM
NY Division	11039	GENEM-99121-1	PM Service B	0	12/05/2017	EM PM
NY Division	11039	GENEM-99121-1	PM Service A	1	04/24/2017	EM PM
NY Division	11039	GENEM-99121-1	PM Service B	6	10/18/2016	EM PM
NY Division	11039	GENEM-99121-1	PM Service A	0.5	03/25/2016	EM PM
NY Division	11039	GENEM-99121-1	PM Service A	2	10/27/2015	EM PM
NY Division	11039	GENEM-99121-1	PM Service B	10	10/27/2015	EM PM
NY Division	11039	GENEM-99121-1	PM Service B	8	09/23/2014	EM PM
NY Division	11039	GENEM-99121-1	PM Service A	2	04/03/2014	EM PM
NY Division	11039	GENEM-99121-1	PM Service A	1.5	04/05/2013	EM PM
NY Division	11039	GENEM-99121-1	PM Service B	1.5	10/04/2012	EM PM
NY Division	11039	GENEM-99121-1	PM Service A	1	03/27/2012	EM PM
NY Division	11039	GENEM-99121-1	PM Service B - check unit after extened run period	3.5	11/09/2011	EM PM

NY Division	11039	GENEM-99121-1	PM Service A	1.5	04/20/2011	EM PM
NY Division	11039	GENEM-99121-1	PM Service B	2.5	10/25/2010	EM PM
NY Division	11039	GENEM-99121-1	PM Service A	2.5	06/04/2010	EM PM
NY Division	11039	GENEM-99121-1	PM Service B	2	09/11/2009	EM PM
NY Division	11039	GENEM-99121-1	PM A PALESTRO	1	04/27/2009	EM PM
NY Division	11039	GENEM-99121-1	PM Service B	1.5	10/27/2008	EM PM
NY Division	11039	GENEM-99121-1	PM Service A - Fall	0	09/09/2008	EM PM
NY Division	11039	GENEM-99121-1	PM Service A	1	05/02/2008	EM PM
NY Division	11509	GENEM-93012-1	PM Service A	6	03/20/2026	EM PM
NY Division	11509	GENEM-93012-1	Maintenance and Repair/ generator is running in auto, check fuel and filters	5	12/01/2025	EM Breakdown
NY Division	11509	GENEM-93012-1	PM Service B	8	09/24/2025	EM PM
NY Division	11509	GENEM-93012-1	Maintenance and Repair / flush entire cooling system. replace 2 corroded lines	16	09/19/2025	EM Breakdown
NY Division	11509	GENEM-93012-1	Maintenance and Repair /replace block heater with new direct replacement /JIM /JON	3	08/26/2025	EM Breakdown
NY Division	11509	GENEM-93012-1	Maintenance and Repair /check for alarm	4	06/05/2025	EM Driver's Report
NY Division	11509	GENEM-93012-1	Maintenance and Repair /check coolant level and remove external block heater	4	04/28/2025	EM Driver's Report
NY Division	11509	GENEM-93012-1	PM Service A	6	04/02/2025	EM PM
NY Division	11509	GENEM-93012-1	Maintenance and Repair/ check small fluid leak under generator	8	02/18/2025	EM Driver's Report
NY Division	11509	GENEM-93012-1	Maintenance and Repair / check for coolant leak	6	01/03/2025	EM Driver's Report
NY Division	11509	GENEM-93012-1	Maintenance and Repair / check low coolant	16.5	12/16/2024	EM Driver's Report
NY Division	11509	GENEM-93012-1	PM Service B change all filter and oil	0	10/31/2024	EM PM
NY Division	11509	GENEM-93012-1	PM Service A	5	04/30/2024	EM PM
NY Division	11509	GENEM-93012-1	PM Service B	6	10/02/2023	EM PM
NY Division	11509	GENEM-93012-1	PM SERVICE A	5	07/11/2023	EM PM
NY Division	11509	GENEM-93012-1	Maintenance and Repair/ unit ran out of fuel . top off and prime system , run for 10 minutes	0	01/31/2023	EM Driver's Report
NY Division	11509	GENEM-93012-1	PM Service B	3	12/13/2022	EM PM
NY Division	11509	GENEM-93012-1	PM Service A	1.5	04/05/2022	EM PM
NY Division	11509	GENEM-93012-1	PM SERVICE A 1244 HOURS	2	05/04/2021	EM PM
NY Division	11509	GENEM-93012-1	PM Service B	0	02/25/2021	EM PM
NY Division	11509	GENEM-93012-1	PM Service A /PLEASE REFERENCE PM B	1	01/15/2020	EM PM
NY Division	11509	GENEM-93012-1	PM Service B /163 hours jeff /ant	4	11/22/2019	EM PM
NY Division	11509	GENEM-93012-1	PM Service B	0	10/01/2018	EM PM
NY Division	11509	GENEM-93012-1	PM Service A	2	05/29/2018	EM PM
NY Division	11509	GENEM-93012-1	Check fuel tank level gauge	1	05/17/2018	EM Driver's Report
NY Division	11509	GENEM-93012-1	PM Service A - repair coolant leak on hose to block heater	9.5	04/03/2018	EM PM
NY Division	11509	GENEM-93012-1	PM Service B	4	01/22/2018	EM PM
NY Division	11509	GENEM-93012-1	PM Service A	1	04/21/2017	EM PM
NY Division	11509	GENEM-93012-1	CHECK HOUR METER OPERATION	7	12/27/2016	EM Driver's Report
NY Division	11509	GENEM-93012-1	PM Service B	2	11/15/2016	EM PM
NY Division	11509	GENEM-93012-1	PM Service A	0.5	03/25/2016	EM PM
NY Division	11509	GENEM-93012-1	PM Service A	2	11/04/2015	EM PM
NY Division	11509	GENEM-93012-1	PM Service B	4	11/04/2015	EM PM
NY Division	11509	GENEM-93012-1	Check engine heater	2	03/04/2015	EM Driver's Report
NY Division	11509	GENEM-93012-1	PM Service B 963 HRS	5	10/09/2014	EM PM

NY Division	11509	GENEM-93012-1	PM Service A	1	10/02/2014	EM PM
NY Division	11509	GENEM-93012-1	PM Service A	2	04/03/2014	EM PM
NY Division	11509	GENEM-93012-1	PM Service A	1.5	04/05/2013	EM PM
NY Division	11509	GENEM-93012-1	PM Service B	3.5	10/04/2012	EM PM
NY Division	11509	GENEM-93012-1	Check unit after running during outage - check for heat issue with building	4	07/30/2012	EM Driver's Report
NY Division	11509	GENEM-93012-1	PM Service A	1	03/27/2012	EM PM
NY Division	11509	GENEM-93012-1	PM Service B	3	12/02/2011	EM PM
NY Division	11509	GENEM-93012-1	Inspect generator after running during power outage	1	08/31/2011	EM Driver's Report
NY Division	11509	GENEM-93012-1	PM Service A	10	04/20/2011	EM PM
NY Division	11509	GENEM-93012-1	PM Service B	8	10/25/2010	EM PM
NY Division	11509	GENEM-93012-1	Maintenance and Repair low temp light on - block heater found off and low ambient temp	2.5	09/07/2010	EM Driver's Report
NY Division	11509	GENEM-93012-1	PM Service A	1.5	06/04/2010	EM PM
NY Division	11509	GENEM-93012-1	Maintenance and Repair check coolant level	1.5	04/30/2010	EM Driver's Report
NY Division	11509	GENEM-93012-1	PM Service B	1.5	09/11/2009	EM PM
NY Division	11509	GENEM-93012-1	PM Service A	1	05/15/2009	EM PM
NY Division	11509	GENEM-93012-1	PM Service B	4.5	03/17/2009	EM PM
NY Division	11509	GENEM-93012-1	Maintenance and Repair Monitor unit while electrical repairs are being made to feed line to service area	0	03/05/2009	EM Driver's Report
NY Division	11509	GENEM-93012-1	PM Service B	2	10/07/2008	EM PM
NY Division	11509	GENEM-93012-1	PM Service A - Fall	1	09/09/2008	EM PM
NY Division	11509	GENEM-93012-1	PM Service A	1	05/02/2008	EM PM
ALB Division	21319	GENEM-93113-4	PM Service A tunney white SEE PREVIOUS WORK ORDER	0	04/29/2026	EM PM
ALB Division	21319	GENEM-93113-4	PM Service B	1	04/24/2026	EM PM
ALB Division	21319	GENEM-93113-4	PM Service B NO OIL PM WHITE TUNNEY	4	02/19/2026	EM PM
ALB Division	21319	GENEM-93113-4	CRANK NO START.	2	12/05/2025	EM Driver's Report
ALB Division	21319	GENEM-93113-4	PM Service A hours filter #s coolant type verify location/implications	2	04/10/2025	EM PM
ALB Division	21319	GENEM-93113-4	service call found block heater hose twisted causing issues TUNNEY MCEWAN	12	03/12/2025	EM Driver's Report
ALB Division	21319	GENEM-93113-4	Making workorder to order manifold parts for generator to be replaced on the next PM.	0	01/17/2025	EM Driver's Report
ALB Division	21319	GENEM-93113-4	Low temp alarm McEwan/Fay 1020	14	11/21/2024	EM Driver's Report
ALB Division	21319	GENEM-93113-4	replace block heater Bewsher/McEwan	24	11/05/2024	EM Driver's Report
ALB Division	21319	GENEM-93113-4	PM B OIL CHANGED bewsher Mcwen	4	09/26/2024	EM PM
ALB Division	21319	GENEM-93113-4	PM A BEWSHER/FAY NO OIL CHANGE HOURS1017	1	04/10/2024	EM PM
ALB Division	21319	GENEM-93113-4	PM Service B Oil change not needed hours-1016 bewsher/tunney	2	08/30/2023	EM PM
ALB Division	21319	GENEM-93113-4	PM Service A McEwan	2	04/12/2023	EM PM
ALB Division	21319	GENEM-93113-4	PM Service B hours/McEwan	3	10/10/2022	EM PM
ALB Division	21319	GENEM-93113-4	PM Service A 999 Hours	2	03/31/2022	EM PM
ALB Division	21319	GENEM-93113-4	PM Service B Crounse need hours	2.5	12/02/2021	EM PM
ALB Division	21319	GENEM-93113-4	PM Service A 995 HRS PHILLIPS	1.5	04/16/2021	EM PM
ALB Division	21319	GENEM-93113-4	Maintenance and Repair Coolant leak 992 Aaron	5.5	02/09/2021	EM Driver's Report
ALB Division	21319	GENEM-93113-4	Maintenance and Repair coolant leak, low temp alarm crounse	7	12/24/2020	EM Breakdown
ALB Division	21319	GENEM-93113-4	PM Service B Bldg S2131 Malden Service Area. Aaron	4	09/17/2020	EM PM
ALB Division	21319	GENEM-93113-4	PM Service A Bldg. S2131 Malden Service Area 984 Aaron	2	05/01/2020	EM PM
ALB Division	21319	GENEM-93113-4	PM Service B	14	09/16/2019	EM PM
ALB Division	21319	GENEM-93113-4	PM Service A 976	2	04/10/2019	EM PM

ALB Division	21319	GENEM-93113-4	PM B - 972 hrs No oil change Bounds/Bewsher	2	11/14/2018	EM PM
ALB Division	21319	GENEM-93113-4	PM A Bounds	2	04/10/2018	EM PM
ALB Division	21319	GENEM-93113-4	PM Service B	4	09/20/2017	EM PM
ALB Division	21319	GENEM-93113-4	PM Service A	2	04/27/2017	EM PM
ALB Division	21319	GENEM-93113-4	PM Service B	6	10/04/2016	EM PM
ALB Division	21319	GENEM-93113-4	PM Service A 884 HRS N. Diflorio	0.5	04/11/2016	EM PM
ALB Division	21319	GENEM-93113-4	CHECK COOLENT LEAK	21	04/04/2016	EM Driver's Report
ALB Division	21319	GENEM-93113-4	PM-B Ernie Mendez, George Worley	5	10/22/2015	EM PM
ALB Division	21319	GENEM-93113-4	Outside Vendor Repair 859 HRS	0	07/01/2015	EM Driver's Report
ALB Division	21319	GENEM-93113-4	PM Service A 859 HRS Mendez	5	04/23/2015	EM PM
ALB Division	21319	GENEM-93113-4	PM Service B Mendez	4	11/25/2014	EM PM
ALB Division	21319	GENEM-93113-4	PM Service A 831 HRS Struck	5.5	03/27/2014	EM PM
ALB Division	21319	GENEM-93113-4	PM Service B 827 HRS Worley, Craft	4	11/15/2013	EM PM
ALB Division	21319	GENEM-93113-4	Leaking antifreeze 824 hrs	8	08/26/2013	EM Driver's Report
ALB Division	21319	GENEM-93113-4	PM Service A 817 hrs	2	04/18/2013	EM PM
ALB Division	21319	GENEM-93113-4	PM Service B	3.5	09/17/2012	EM PM
ALB Division	21319	GENEM-93113-4	PM Service A 798 hours	2	04/27/2012	EM PM
ALB Division	21319	GENEM-93113-4	PM Service B 780 hrs	2	09/27/2011	EM PM
ALB Division	21319	GENEM-93113-4	PM Service A	2	04/29/2011	EM PM
ALB Division	21319	GENEM-93113-4	PM Service B Generator will not shut off after power failure 716 hours 10334	8	10/28/2010	EM PM
ALB Division	21319	GENEM-93113-4	PM Service A 670 hrs. 10334	1	04/13/2010	EM PM
ALB Division	21319	GENEM-93113-4	PM Service B Hours 656	11	10/23/2009	EM PM
ALB Division	21319	GENEM-93113-4	PM Service A	2	04/09/2009	EM PM
ALB Division	21319	GENEM-93113-4	PM Service B 613 hours	6	10/14/2008	EM PM
ALB Division	21319	GENEM-93113-4	Maintenance and Repair CHECK FOR SURGING	1.5	05/01/2008	EM Driver's Report
ALB Division	21319	GENEM-93113-4	PM Service A	2	04/28/2008	EM PM
ALB Division	21409	GENEM-92136-1	PM Service A	1	06/09/2026	EM PM
ALB Division	21409	GENEM-92136-1	replace battery, air filter FG af4548 WHITE TUNNEY	0	03/09/2026	EM Driver's Report
ALB Division	21409	GENEM-92136-1	PM Service B LOF 40 QTS 15w-40 WHITE TUNNEY	4	02/19/2026	EM PM
ALB Division	21409	GENEM-92136-1	PM Service A FILTER #S HOURS TEST BATTERY VERIFY LOCATION	2	04/08/2025	EM PM
ALB Division	21409	GENEM-92136-1	PM Service B Oil changed was completed on the PMa Bewsher/McEwan	4	09/27/2024	EM PM
ALB Division	21409	GENEM-92136-1	PM A OIL NOT CHANGED bewsher / mcwen	0	09/26/2024	EM PM
ALB Division	21409	GENEM-92136-1	BEWSHER/FAY HOURS 745 cooling fins inop	7	04/10/2024	EM PM
ALB Division	21409	GENEM-92136-1	PM Service B Bewsher need hrs	2	08/22/2023	EM PM
ALB Division	21409	GENEM-92136-1	PM Service A McEwan 742 hours	2	04/11/2023	EM PM
ALB Division	21409	GENEM-92136-1	PM Service B Hours/McEwan	3	10/10/2022	EM PM
ALB Division	21409	GENEM-92136-1	Outside Vendor Repair EPS called to look at unit running but no ac output.	0	09/28/2022	EM Special Instruction
ALB Division	21409	GENEM-92136-1	PM Service A McEwan 735 hrs	2	03/25/2022	EM PM
ALB Division	21409	GENEM-92136-1	PM Service B Crounse need hours	14	12/02/2021	EM PM
ALB Division	21409	GENEM-92136-1	PM Service A 710 HRS PHILLIPS	1.5	04/16/2021	EM PM
ALB Division	21409	GENEM-92136-1	PM Service B Bldg S2140 New Baltimore Service Area. Aaron	7	09/17/2020	EM PM
ALB Division	21409	GENEM-92136-1	PM Service A Bldg. S2140 New Baltimore Service Area 667 Aaron	2	04/30/2020	EM PM
ALB Division	21409	GENEM-92136-1	PM Service B	4	09/16/2019	EM PM
ALB Division	21409	GENEM-92136-1	PM Service A 662	2	04/05/2019	EM PM

ALB Division	21409	GENEM-92136-1	PM B - 659 hrs No oil change Bounds	2	11/07/2018	EM PM
ALB Division	21409	GENEM-92136-1	PM A Bounds	2	04/10/2018	EM PM
ALB Division	21409	GENEM-92136-1	PM Service B	4	09/29/2017	EM PM
ALB Division	21409	GENEM-92136-1	PM Service A 637 Hours	2	04/27/2017	EM PM
ALB Division	21409	GENEM-92136-1	Generator transfer switch engaging/disengaging and RPM fluctuating Crounse 635 hours	4.5	01/05/2017	EM Driver's Report
ALB Division	21409	GENEM-92136-1	PM Service B	4	09/29/2016	EM PM
ALB Division	21409	GENEM-92136-1	PM Service A 620 HRS N. Diflorio	1	04/11/2016	EM PM
ALB Division	21409	GENEM-92136-1	PM-B Ernie Mendez, George Worley	10	10/22/2015	EM PM
ALB Division	21409	GENEM-92136-1	PM Service A 607 HRS Mendez	2	04/23/2015	EM PM
ALB Division	21409	GENEM-92136-1	PM Service B Mendez & Diflorio	3	11/24/2014	EM PM
ALB Division	21409	GENEM-92136-1	PM Service A 594 HRS Struck	1	03/27/2014	EM PM
ALB Division	21409	GENEM-92136-1	PM Service B	2	11/15/2013	EM PM
ALB Division	21409	GENEM-92136-1	PM Service A 583 hrs	2	04/18/2013	EM PM
ALB Division	21409	GENEM-92136-1	PM Service A 583hrs	0	04/18/2013	EM PM
ALB Division	21409	GENEM-92136-1	PM Service B	3.5	09/18/2012	EM PM
ALB Division	21409	GENEM-92136-1	PM Service A 571 hours	2	04/27/2012	EM PM
ALB Division	21409	GENEM-92136-1	PM Service B 563 hrs	3	09/27/2011	EM PM
ALB Division	21409	GENEM-92136-1	PM Service A	2	05/02/2011	Preventive Maintenance (PM)
ALB Division	21409	GENEM-92136-1	PM Service B 455 hours 10334	4	10/29/2010	EM PM
ALB Division	21409	GENEM-92136-1	PM Service A 442 hrs. 10334	1.5	04/13/2010	EM PM
ALB Division	21409	GENEM-92136-1	PM Service B hours 434	3	10/15/2009	EM PM
ALB Division	21409	GENEM-92136-1	PM Service A	2	04/09/2009	EM PM
ALB Division	21409	GENEM-92136-1	Maintenance and Repair check low temp light hours 401	21	01/16/2009	EM Breakdown
ALB Division	21409	GENEM-92136-1	CHECK BLOCK HEATER	3	12/15/2008	EM Breakdown
ALB Division	21409	GENEM-92136-1	PM Service B 360 hours	3	10/20/2008	EM PM
ALB Division	21409	GENEM-92136-1	REPAIR BLOCK HEATER 360 HOURS	6	09/30/2008	EM Driver's Report
ALB Division	21409	GENEM-92136-1	PM Service A	2	04/28/2008	EM PM
ALB Division	21509	GENEM-93108-1	PM Service A NO OIL TUNNEY WHITE	2	04/14/2026	EM PM
ALB Division	21509	GENEM-93108-1	PM Service B 1395hr TUNNEY WHITE	4	02/17/2026	EM PM
ALB Division	21509	GENEM-93108-1	Battery maintainer issues/ audible noise MASTERS	1	05/08/2025	EM Driver's Report
ALB Division	21509	GENEM-93108-1	PM Service A hours filter #s test battery verify location	2	04/17/2025	EM PM
ALB Division	21509	GENEM-93108-1	PM Service B Oil change need hrs McEwan	3	09/16/2024	EM PM
ALB Division	21509	GENEM-93108-1	PM Service A 1340 hrs Bewsher/ Fay	2	04/09/2024	EM PM
ALB Division	21509	GENEM-93108-1	PM Service B Unsure of who's servicing this generator. hours-1269 Bewsher/Laughman	2	08/31/2023	EM PM
ALB Division	21509	GENEM-93108-1	PM Service A McEwan	2	04/10/2023	EM PM
ALB Division	21509	GENEM-93108-1	PM Service B hours/McEwan	3	10/10/2022	EM PM
ALB Division	21509	GENEM-93108-1	PM Service A McEwan Need hours	1	03/24/2022	EM PM
ALB Division	21509	GENEM-93108-1	PM Service B Crounse need hours	4	12/02/2021	EM PM
ALB Division	21509	GENEM-93108-1	PM Service A 1147 HRS PHILLIPS	2.5	04/15/2021	EM PM
ALB Division	21509	GENEM-93108-1	PM Service B Bldg. S2150 Guilderland Service Area. Aaron	4	09/18/2020	EM PM
ALB Division	21509	GENEM-93108-1	PM Service A Bldg. S2150 Guilderland Service Area 1078 Aaron	2	04/30/2020	EM PM
ALB Division	21509	GENEM-93108-1	PM Service B	4	09/16/2019	EM PM
ALB Division	21509	GENEM-93108-1	PM Service A 1058	2	04/03/2019	EM PM

ALB Division	21509	GENEM-93108-1	PM B - 1045 hrs Bounds	3.5	11/02/2018	EM PM
ALB Division	21509	GENEM-93108-1	Check cooling system. Report of overheating during testing	32	07/17/2018	EM Driver's Report
ALB Division	21509	GENEM-93108-1	PM A Bounds	4.5	04/10/2018	EM PM
ALB Division	21509	GENEM-93108-1	PM Service B 989 HOURS	4	09/27/2017	EM PM
ALB Division	21509	GENEM-93108-1	PM Service A	2	04/25/2017	EM PM
ALB Division	21509	GENEM-93108-1	PM Service B	10.5	09/23/2016	EM PM
ALB Division	21509	GENEM-93108-1	PM Service A N. Diflorio	1.5	04/12/2016	EM PM
ALB Division	21509	GENEM-93108-1	PM-B	7	10/07/2015	EM PM
ALB Division	21509	GENEM-93108-1	Outside Vendor Repair	0	06/18/2015	Preventive Maintenance (PM)
ALB Division	21509	GENEM-93108-1	PM Service A 897 HRS Mendez	2	04/30/2015	EM PM
ALB Division	21509	GENEM-93108-1	PM Service B Mendez & Diflorio	6	11/20/2014	EM PM
ALB Division	21509	GENEM-93108-1	Repair Coolant leak 877 HRS Struck & Wilcox	62.7	05/21/2014	EM Driver's Report
ALB Division	21509	GENEM-93108-1	PM Service A 877 HRS Struck	22.2	03/27/2014	EM PM
ALB Division	21509	GENEM-93108-1	Repair Coolant leak 867 HRS Craft & Worley	16	02/12/2014	EM Driver's Report
ALB Division	21509	GENEM-93108-1	PM Service B 862 HRS Worley, Craft	3	11/15/2013	EM PM
ALB Division	21509	GENEM-93108-1	PM Service A 850 HRS	2	04/15/2013	EM PM
ALB Division	21509	GENEM-93108-1	Check for coolant leak	4	02/20/2013	EM Driver's Report
ALB Division	21509	GENEM-93108-1	PM Service B	3	09/13/2012	EM PM
ALB Division	21509	GENEM-93108-1	check for oil leak - 3 qts added and clean up oil	2	08/22/2012	EM Driver's Report
ALB Division	21509	GENEM-93108-1	Diagnose and repair "Low Voltage" indication on display.	4	05/30/2012	EM Driver's Report
ALB Division	21509	GENEM-93108-1	PM Service A 826 hours 10334	0	04/26/2012	EM PM
ALB Division	21509	GENEM-93108-1	PM Service B 813 hrs	2	09/27/2011	EM PM
ALB Division	21509	GENEM-93108-1	PM Service A	2	05/04/2011	Preventive Maintenance (PM)
ALB Division	21509	GENEM-93108-1	PM Service B 771 hours 10334	4	10/26/2010	EM PM
ALB Division	21509	GENEM-93108-1	PM Service A 760 hrs. 10334	1	04/06/2010	EM PM
ALB Division	21509	GENEM-93108-1	PM Service B hours 746	3	10/14/2009	EM PM
ALB Division	21509	GENEM-93108-1	PM Service A	2	04/24/2009	EM PM
ALB Division	21509	GENEM-93108-1	check generator hours723	2	01/12/2009	EM Special Instruction
ALB Division	21509	GENEM-93108-1	PM Service B	4	09/25/2008	EM PM
ALB Division	21509	GENEM-93108-1	PM Service A	4	04/28/2008	EM PM
ALB Division	21709	GENEM-94105-1	PM Service A no oil Tunney White	0	04/16/2026	EM PM
ALB Division	21709	GENEM-94105-1	PM Service B LOF, FUEL FILTERS, 45QTS 15W40 1369HRS WHITE TUNNEY	5	02/16/2026	EM PM
ALB Division	21709	GENEM-94105-1	PM Service A oil change hours test battery verify location	2	04/15/2025	EM PM
ALB Division	21709	GENEM-94105-1	PM Service B McEwan	8	10/07/2024	EM PM
ALB Division	21709	GENEM-94105-1	PM Service A 1278 hrs Bewsher/ Fay	1	04/09/2024	EM PM
ALB Division	21709	GENEM-94105-1	PM Service B Oil change not needed this time hours-1265 Norah/ Rich	4	09/12/2023	EM PM
ALB Division	21709	GENEM-94105-1	PM Service A McEwan	10	04/04/2023	EM PM
ALB Division	21709	GENEM-94105-1	PM Service B hours/McEwan	3	10/10/2022	EM PM
ALB Division	21709	GENEM-94105-1	PM Service A	1	04/05/2022	EM PM
ALB Division	21709	GENEM-94105-1	PM Service B please record hours to close work order	2.5	12/02/2021	EM PM
ALB Division	21709	GENEM-94105-1	PM Service A 1214 HRS PHILLIPS	2	04/14/2021	EM PM
ALB Division	21709	GENEM-94105-1	PM Service B Bldg. S2170 Mohawk Service Area. Aaron	3.5	09/18/2020	EM PM
ALB Division	21709	GENEM-94105-1	PM Service A Bldg. S2170 Mohawk Service Area 1091 Aaron	2	04/30/2020	EM PM
ALB Division	21709	GENEM-94105-1	PM Service B	9	09/16/2019	EM PM

ALB Division	21709	GENEM-94105-1	Maintenance and Repair coolant leak 1088	9.5	05/16/2019	EM Breakdown
ALB Division	21709	GENEM-94105-1	Maintenance and Repair check leaking coolant radiator cap	3	05/01/2019	EM Driver's Report
ALB Division	21709	GENEM-94105-1	PM Service A 1085	2	04/03/2019	EM PM
ALB Division	21709	GENEM-94105-1	PM B - 1077 hrs Needs Belts Bounds	11	11/02/2018	EM PM
ALB Division	21709	GENEM-94105-1	Check belt noise Wimmer/Mendez	16	05/24/2018	EM Driver's Report
ALB Division	21709	GENEM-94105-1	PM A Bounds	15.5	04/10/2018	EM PM
ALB Division	21709	GENEM-94105-1	1-PM-B	4	09/18/2017	EM PM
ALB Division	21709	GENEM-94105-1	Low coolant temp alarm. Bad sensor. 1022 hours Crounse/Glasser	6	09/06/2017	EM Driver's Report
ALB Division	21709	GENEM-94105-1	PM Service A	2	04/25/2017	EM PM
ALB Division	21709	GENEM-94105-1	PM Service B	7	09/20/2016	EM PM
ALB Division	21709	GENEM-94105-1	PM Service A N. Diflorio	7	04/12/2016	EM PM
ALB Division	21709	GENEM-94105-1	PM-B	8	10/05/2015	EM PM
ALB Division	21709	GENEM-94105-1	PM Service A 974 HRS Mendez	1.5	04/28/2015	EM PM
ALB Division	21709	GENEM-94105-1	PM Service B Mendez	6	11/17/2014	EM PM
ALB Division	21709	GENEM-94105-1	PM Service A 922 HRS Struck	2	03/27/2014	EM PM
ALB Division	21709	GENEM-94105-1	PM Service B 910 HRS Worley, Craft	5	11/14/2013	EM PM
ALB Division	21709	GENEM-94105-1	PM Service A 882 hrs	0	04/18/2013	EM PM
ALB Division	21709	GENEM-94105-1	PM Service A 882 HRS	1.5	04/15/2013	EM PM
ALB Division	21709	GENEM-94105-1	PM Service B	3.5	09/12/2012	EM PM
ALB Division	21709	GENEM-94105-1	Antifreeze on ground - overheat alarm	19.5	08/07/2012	EM Driver's Report
ALB Division	21709	GENEM-94105-1	PM Service A 824 hours 10334	2	04/26/2012	EM PM
ALB Division	21709	GENEM-94105-1	PM Service B 802 hrs	3	09/27/2011	EM PM
ALB Division	21709	GENEM-94105-1	hurricane irene repair water damage	4	08/31/2011	EM Driver's Report
ALB Division	21709	GENEM-94105-1	PM Service A	2	05/04/2011	Preventive Maintenance (PM)
ALB Division	21709	GENEM-94105-1	PM Service B 697 hours 10334	4	10/21/2010	EM PM
ALB Division	21709	GENEM-94105-1	PM Service A tighten oil pans bolts 681 hrs. 10334	2.5	04/07/2010	EM PM
ALB Division	21709	GENEM-94105-1	PM Service B Hours 664	2	10/08/2009	EM PM
ALB Division	21709	GENEM-94105-1	PM Service A	4	04/23/2009	EM PM
ALB Division	21709	GENEM-94105-1	PM Service B	3	09/23/2008	EM PM
ALB Division	21709	GENEM-94105-1	PM Service A	3	04/28/2008	EM PM
SYR Division	31269	GENEM-92137-2	PM Service A..1021hrs..RB	5	04/13/2026	EM PM
SYR Division	31269	GENEM-92137-2	PM Service B..1,018hrs..RB	2	10/27/2025	EM PM
SYR Division	31269	GENEM-92137-2	PM Service A 1015hrs coolant flush	14	05/05/2025	EM PM
SYR Division	31269	GENEM-92137-2	PM Service B..1,010hrs	8	10/28/2024	EM PM
SYR Division	31269	GENEM-92137-2	PM Service A..1008hrs	6	05/07/2024	EM PM
SYR Division	31269	GENEM-92137-2	check block heater inop...1007hrs	8	03/05/2024	EM Driver's Report
SYR Division	31269	GENEM-92137-2	PM Service B hrs, 1005	4	10/24/2023	EM PM
SYR Division	31269	GENEM-92137-2	PM Service A hrs, 1003 work done on EM1011670	0	05/22/2023	EM PM
SYR Division	31269	GENEM-92137-2	PM Service B	6	05/16/2023	EM PM
SYR Division	31269	GENEM-92137-2	PRIME AND TEST RUN 986 RL	5	10/13/2022	EM Driver's Report
SYR Division	31269	GENEM-92137-2	PM Service B BATTERIES 9/21 COOLANT 9/18 986 RL	7	10/05/2022	EM PM
SYR Division	31269	GENEM-92137-2	PM Service A RL	5	04/25/2022	EM PM
SYR Division	31269	GENEM-92137-2	PM Service B 971 RL	5	11/09/2021	EM PM
SYR Division	31269	GENEM-92137-2	Maintenance and Repair NO START RL	9.5	09/16/2021	EM Driver's Report

SYR Division	31269	GENEM-92137-2	PMA sw	7	04/26/2021	EM PM
SYR Division	31269	GENEM-92137-2	Maintenance and Repair block heater inop 960hrs	10	11/25/2020	EM Breakdown
SYR Division	31269	GENEM-92137-2	PM Service B 958 hrs	6	11/17/2020	EM PM
SYR Division	31269	GENEM-92137-2	PM Service A	6	06/23/2020	EM PM
SYR Division	31269	GENEM-92137-2	no start 934hrs	4	04/09/2020	EM Driver's Report
SYR Division	31269	GENEM-92137-2	no start, no heater 929hrs	22.5	12/12/2019	EM Breakdown
SYR Division	31269	GENEM-92137-2	PM Service B	5	10/03/2019	EM PM
SYR Division	31269	GENEM-92137-2	PM A - ? - MJ	16	04/15/2019	EM PM
SYR Division	31269	GENEM-92137-2	PM Service B Replace coolant 871 hrs	10	09/04/2018	EM PM
SYR Division	31269	GENEM-92137-2	Coolant leak	4	05/10/2018	EM Driver's Report
SYR Division	31269	GENEM-92137-2	PM Service A	5	04/18/2018	EM PM
SYR Division	31269	GENEM-92137-2	Crank/no start	5	12/27/2017	EM Driver's Report
SYR Division	31269	GENEM-92137-2	PM Service B 838 HRS	8	12/07/2017	EM PM
SYR Division	31269	GENEM-92137-2	Engine making oil 830 hrs	4.5	09/21/2017	EM Driver's Report
SYR Division	31269	GENEM-92137-2	Outside Vendor Repair- Eng over spd. Penn Power Inv # 3767657	0	08/10/2017	EM Driver's Report
SYR Division	31269	GENEM-92137-2	Outside Vendor Repair-Intermittant Over spd condition	0	05/09/2017	EM Driver's Report
SYR Division	31269	GENEM-92137-2	PM Service A 815 hrs	6	05/08/2017	EM PM
SYR Division	31269	GENEM-92137-2	No crank	12	03/29/2017	EM Driver's Report
SYR Division	31269	GENEM-92137-2	PM Service B	4	10/20/2016	EM Driver's Report
SYR Division	31269	GENEM-92137-2	Coolant leak 801 hrs	16.5	09/26/2016	EM Driver's Report
SYR Division	31269	GENEM-92137-2	No crank 800 hrs	19.5	09/09/2016	EM Driver's Report
SYR Division	31269	GENEM-92137-2	PM Service A	6	03/31/2016	EM PM
SYR Division	31269	GENEM-92137-2	PM Service B 784hrs-Boyce	2	11/10/2015	EM PM
SYR Division	31269	GENEM-92137-2	PM Service A	10.5	04/14/2015	EM PM
SYR Division	31269	GENEM-92137-2	PM Service B 735 hr	4	12/05/2014	EM PM
SYR Division	31269	GENEM-92137-2	Replace coolant hoses	6.5	06/18/2014	EM Driver's Report
SYR Division	31269	GENEM-92137-2	PM Service A Coolant leak 708 hrs	3	03/31/2014	EM PM
SYR Division	31269	GENEM-92137-2	Complaint of "Over speed"	2.5	12/24/2013	EM Driver's Report
SYR Division	31269	GENEM-92137-2	PM B Replace batteries SPH	4	10/22/2013	Preventive Maintenance (PM)
SYR Division	31269	GENEM-92137-2	PM Service A	6	04/11/2013	EM PM
SYR Division	31269	GENEM-92137-2	PM Service B 605 hrs	4	10/19/2012	EM PM
SYR Division	31269	GENEM-92137-2	Coolant Leak	0	05/23/2012	EM Breakdown
SYR Division	31269	GENEM-92137-2	Fuel Leak	13.5	05/21/2012	EM Breakdown
SYR Division	31269	GENEM-92137-2	PM Service A 563 hr	6	03/20/2012	EM PM
SYR Division	31269	GENEM-92137-2	Coolant leak 549 HR	4.5	02/27/2012	EM Breakdown
SYR Division	31269	GENEM-92137-2	j.v. 546hrs. waterpump leaking.	20	10/20/2011	EM Driver's Report
SYR Division	31269	GENEM-92137-2	PM Service B 543 hrs No blck htr	15	09/14/2011	EM PM
SYR Division	31269	GENEM-92137-2	PM Service A	6	03/16/2011	EM PM
SYR Division	31269	GENEM-92137-2	PM-B HOURS 503 CPH	3	11/04/2010	EM PM
SYR Division	31269	GENEM-92137-2	CHECK FOR SHUT DOWN ON OVERSPEED	4	06/24/2010	EM Driver's Report
SYR Division	31269	GENEM-92137-2	PM-A	5	05/19/2010	EM PM
SYR Division	31269	GENEM-92137-2	Over Speed Light on	2	05/07/2010	EM Breakdown
SYR Division	31269	GENEM-92137-2	PM-B	4	11/19/2009	EM PM
SYR Division	31269	GENEM-92137-2	PM-A	6	05/26/2009	EM PM

SYR Division	31269	GENEM-92137-2	PM-B CHECK FOR NO START	8.7	12/04/2008	EM PM
SYR Division	31269	GENEM-92137-2	PM Service A	5	05/01/2008	EM PM
SYR Division	31369	GENEM-93113-1	PM Service A..1257hrs..RB	3	04/15/2026	EM PM
SYR Division	31369	GENEM-93113-1	PM Service B..1251hrs,,check coolant leak..RB	34	11/03/2025	EM PM
SYR Division	31369	GENEM-93113-1	check coolant leak...1241hrs	12	07/22/2025	EM Driver's Report
SYR Division	31369	GENEM-93113-1	PM Service A..Coolant change..1174hrs	10	05/06/2025	EM PM
SYR Division	31369	GENEM-93113-1	PM Service B..check dead batteries..1173hrs	6	11/04/2024	EM PM
SYR Division	31369	GENEM-93113-1	PM Service A..1172hrs	5	05/10/2024	EM PM
SYR Division	31369	GENEM-93113-1	PM Service B hrs, 1157 wk	11	10/27/2023	EM PM
SYR Division	31369	GENEM-93113-1	PM Service A 1146-GB	4	05/24/2023	EM PM
SYR Division	31369	GENEM-93113-1	PM Service B COOLANT 12/20 BATTERY 12/21 1122 RL	5	10/07/2022	EM PM
SYR Division	31369	GENEM-93113-1	PM Service A 1120 RL	5	05/04/2022	EM PM
SYR Division	31369	GENEM-93113-1	NO START - SLOW CRANK 1057 RL	2	12/30/2021	EM Breakdown
SYR Division	31369	GENEM-93113-1	PM Service B REPLACED BATTERIES 1054 RL	7	11/16/2021	EM PM
SYR Division	31369	GENEM-93113-1	PMA sw	8	04/22/2021	EM PM
SYR Division	31369	GENEM-93113-1	replace thermostate 1001hrs sw	14	12/11/2020	EM Driver's Report
SYR Division	31369	GENEM-93113-1	no block heater	10	11/25/2020	EM Driver's Report
SYR Division	31369	GENEM-93113-1	PM Service B 995 hrs	6	11/17/2020	EM PM
SYR Division	31369	GENEM-93113-1	PM Service A	6	06/25/2020	EM PM
SYR Division	31369	GENEM-93113-1	PM Service B	5	10/10/2019	EM PM
SYR Division	31369	GENEM-93113-1	CLEANED OIL/ANTIFREEZE UP - 972 - MJ	9	06/26/2019	EM Driver's Report
SYR Division	31369	GENEM-93113-1	PM A - ?? HRS - MJ	26.5	04/25/2019	EM PM
SYR Division	31369	GENEM-93113-1	PM Service B 953 HRS	5	09/25/2018	EM PM
SYR Division	31369	GENEM-93113-1	Claen up from coolant leak 951 hrs	10	07/19/2018	EM Driver's Report
SYR Division	31369	GENEM-93113-1	PM Service A	5	04/18/2018	EM PM
SYR Division	31369	GENEM-93113-1	Replace batteries	21	12/18/2017	EM Driver's Report
SYR Division	31369	GENEM-93113-1	PM Service B 934 hrs	10	12/04/2017	EM PM
SYR Division	31369	GENEM-93113-1	PM Service B 934 hrs	10	12/04/2017	EM PM
SYR Division	31369	GENEM-93113-1	PM Service A	6	05/15/2017	EM PM
SYR Division	31369	GENEM-93113-1	PM Service B	5	10/20/2016	EM PM
SYR Division	31369	GENEM-93113-1	No block htr 909 hrs	5	08/23/2016	EM Driver's Report
SYR Division	31369	GENEM-93113-1	PM Service A	18.5	04/05/2016	EM PM
SYR Division	31369	GENEM-93113-1	Ck block htr	11.5	01/08/2016	EM Driver's Report
SYR Division	31369	GENEM-93113-1	PM Service B 891 hrs	2	11/13/2015	EM PM
SYR Division	31369	GENEM-93113-1	PM Service A	10	04/23/2015	EM PM
SYR Division	31369	GENEM-93113-1	No start	1.5	01/21/2015	EM Driver's Report
SYR Division	31369	GENEM-93113-1	PM Service B Replace block htr hoses	9	12/17/2014	EM PM
SYR Division	31369	GENEM-93113-1	PM Service A	6	04/09/2014	EM PM
SYR Division	31369	GENEM-93113-1	PM Service B 800 hrs	5	11/22/2013	EM PM
SYR Division	31369	GENEM-93113-1	j.v. 778hrs. battery leak & codes.	12.5	07/24/2013	EM Driver's Report
SYR Division	31369	GENEM-93113-1	PM Service A 777-gb	6	04/15/2013	EM PM
SYR Division	31369	GENEM-93113-1	PM Service B 760 hr	4	10/18/2012	EM PM
SYR Division	31369	GENEM-93113-1	No block htr Coolant leak.	7.6	09/04/2012	EM Driver's Report
SYR Division	31369	GENEM-93113-1	Replace coolant hose,rad plugged,repair exhaust	11	08/06/2012	EM Driver's Report

SYR Division	31369	GENEM-93113-1	PM Service A	5	03/28/2012	EM PM
SYR Division	31369	GENEM-93113-1	PM Service B 692 hrs	4	09/19/2011	EM PM
SYR Division	31369	GENEM-93113-1	No crank	1	08/15/2011	EM Breakdown
SYR Division	31369	GENEM-93113-1	PM Service A 671 hr JF	12	03/18/2011	EM PM
SYR Division	31369	GENEM-93113-1	PM-B HOURS 662 CPH	0	12/01/2010	EM PM
SYR Division	31369	GENEM-93113-1	PM-A	4	05/17/2010	EM PM
SYR Division	31369	GENEM-93113-1	PM-B	6	11/20/2009	EM PM
SYR Division	31369	GENEM-93113-1	CHECK FOR NO START	15.7	10/12/2009	EM Driver's Report
SYR Division	31369	GENEM-93113-1	PM-A	6	05/11/2009	EM PM
SYR Division	31369	GENEM-93113-1	PM-B	4.5	11/10/2008	EM PM
SYR Division	31369	GENEM-93113-1	PM Service A	6	05/01/2008	EM PM
SYR Division	31539	GENEM-93113-2	PM Service A..1,211hrs..RB	4	04/30/2026	EM PM
SYR Division	31539	GENEM-93113-2	PM Service B	10.5	11/19/2025	EM PM
SYR Division	31539	GENEM-93113-2	check coolant leak..1206hrs	10.5	09/02/2025	EM Driver's Report
SYR Division	31539	GENEM-93113-2	PM Service A..Coolant change...863hrs	10	06/16/2025	EM PM
SYR Division	31539	GENEM-93113-2	PM Service B..1204hrs	4	11/22/2024	EM PM
SYR Division	31539	GENEM-93113-2	PM Service A..1180hrs	5	06/13/2024	EM PM
SYR Division	31539	GENEM-93113-2	PM Service B hrs, 1176 wk	4	10/26/2023	EM PM
SYR Division	31539	GENEM-93113-2	PM Service A hrs, 1176 work done on EM1011768	0	05/22/2023	EM PM
SYR Division	31539	GENEM-93113-2	PM Service B	5	05/17/2023	EM PM
SYR Division	31539	GENEM-93113-2	PM Service B BATTERY 6/21 ANIFREEZE 10/18 1168 RL	4	10/18/2022	EM PM
SYR Division	31539	GENEM-93113-2	PM Service A 1149 RL	11	04/20/2022	EM PM
SYR Division	31539	GENEM-93113-2	PM Service B 1144 RL	13	11/22/2021	EM PM
SYR Division	31539	GENEM-93113-2	PMA SW	11	04/22/2021	EM PM
SYR Division	31539	GENEM-93113-2	PM B 1,133 hours - MJ	6	11/19/2020	EM PM
SYR Division	31539	GENEM-93113-2	PM Service A	17.4	07/06/2020	EM PM
SYR Division	31539	GENEM-93113-2	idle issue,1117 hrs	4	01/06/2020	EM Driver's Report
SYR Division	31539	GENEM-93113-2	PM Service B	5	10/28/2019	EM PM
SYR Division	31539	GENEM-93113-2	PM A - 1085HRS - MJ	7	05/13/2019	EM PM
SYR Division	31539	GENEM-93113-2	PM Service B Replace coolant 1,063 hr	7	10/10/2018	EM PM
SYR Division	31539	GENEM-93113-2	Coolant leak	7	05/23/2018	EM Driver's Report
SYR Division	31539	GENEM-93113-2	PM Service A	10	04/02/2018	EM PM
SYR Division	31539	GENEM-93113-2	PM Service B 1,058 hrs	4	11/14/2017	EM PM
SYR Division	31539	GENEM-93113-2	PM Service A	5	05/23/2017	EM PM
SYR Division	31539	GENEM-93113-2	PM Service B	0	05/22/2017	EM PM
SYR Division	31539	GENEM-93113-2	PM Service B	4	10/25/2016	EM PM
SYR Division	31539	GENEM-93113-2	PM Service A	26.5	03/24/2016	EM PM
SYR Division	31539	GENEM-93113-2	PM Service B 1024 hr	2	11/18/2015	EM PM
SYR Division	31539	GENEM-93113-2	PM Service A	5	04/28/2015	EM PM
SYR Division	31539	GENEM-93113-2	PM Service B 1003 HR	5	11/20/2014	EM PM
SYR Division	31539	GENEM-93113-2	PM Service A 994 hrs	5	04/02/2014	EM PM
SYR Division	31539	GENEM-93113-2	PM Service B 986 hrs	2.5	10/09/2013	EM PM
SYR Division	31539	GENEM-93113-2	j.v. 974hrs. oil press gauge issue.	11.5	07/11/2013	EM Driver's Report
SYR Division	31539	GENEM-93113-2	PM Service A	9	04/03/2013	EM PM

SYR Division	31539	GENEM-93113-2	PM Service B REPLACE RADIATORCAP NAPA#703-1418 SAME AS CAT 944-gb	2.5	10/08/2012	EM PM
SYR Division	31539	GENEM-93113-2	Radiator plugged	33.5	06/21/2012	EM Driver's Report
SYR Division	31539	GENEM-93113-2	PM Service A 939 hr	7	03/08/2012	EM PM
SYR Division	31539	GENEM-93113-2	PM Service B 936 hrs	2	09/16/2011	EM PM
SYR Division	31539	GENEM-93113-2	PM Service A 926 hr JF	6	03/18/2011	EM PM
SYR Division	31539	GENEM-93113-2	block heater not working	5.5	12/03/2010	EM Driver's Report
SYR Division	31539	GENEM-93113-2	PM-B HOURS 914 CPH	2.5	11/19/2010	EM PM
SYR Division	31539	GENEM-93113-2	PM A	2	05/07/2010	EM PM
SYR Division	31539	GENEM-93113-2	PM-B	6	11/24/2009	EM PM
SYR Division	31539	GENEM-93113-2	CHECK FOR FUEL LEAK	4	09/14/2009	EM Driver's Report
SYR Division	31539	GENEM-93113-2	PM-A	6	06/15/2009	EM PM
SYR Division	31539	GENEM-93113-2	PM-B	8	11/25/2008	EM PM
SYR Division	31539	GENEM-93113-2	PM Service A	8	05/01/2008	EM PM
SYR Division	31559	GENEM-93113-3	PM Service A..1012hrs..RB	13	04/24/2026	EM PM
SYR Division	31559	GENEM-93113-3	Check coolant leak and test batteries..1,012hrs	3.5	04/01/2026	EM Driver's Report
SYR Division	31559	GENEM-93113-3	PM Service B..1.011hrs..RB	4	11/12/2025	EM PM
SYR Division	31559	GENEM-93113-3	PM Service A..COOLANT FLUSH..1,005hrs	13	06/10/2025	EM PM
SYR Division	31559	GENEM-93113-3	PM Service B..988hrs	5.5	11/13/2024	EM PM
SYR Division	31559	GENEM-93113-3	PM Service A..985hrs	6	06/07/2024	EM PM
SYR Division	31559	GENEM-93113-3	PM Service B miles 953 wk	5	11/08/2023	EM PM
SYR Division	31559	GENEM-93113-3	PM Service A WK	6	06/13/2023	EM PM
SYR Division	31559	GENEM-93113-3	PM Service B COOLANT 9/18 BATTERY 5/21 918 RL	4	10/19/2022	EM PM
SYR Division	31559	GENEM-93113-3	CLEAN RADIATOR/BIRDS NEST RL	11	06/07/2022	EM Driver's Report
SYR Division	31559	GENEM-93113-3	PM Service A 899 RL	5	04/28/2022	EM PM
SYR Division	31559	GENEM-93113-3	PM Service B REPLACE BELTS 884 RL	12	11/04/2021	EM PM
SYR Division	31559	GENEM-93113-3	PMA sw	9	04/27/2021	EM PM
SYR Division	31559	GENEM-93113-3	PM Service B 861 hrs	6	11/16/2020	EM PM
SYR Division	31559	GENEM-93113-3	PM Service A	22	07/09/2020	EM PM
SYR Division	31559	GENEM-93113-3	PM Service B	5	10/07/2019	EM PM
SYR Division	31559	GENEM-93113-3	PM A - 840hrs - MJ	23	04/19/2019	EM PM
SYR Division	31559	GENEM-93113-3	PM Service B Replace coolant 837 hr	8	09/28/2018	EM PM
SYR Division	31559	GENEM-93113-3	PM Service A 824 hrs	7	04/05/2018	EM PM
SYR Division	31559	GENEM-93113-3	Replace block heater hoses	14	12/13/2017	EM Driver's Report
SYR Division	31559	GENEM-93113-3	PM Service B 815 hrs	4	12/06/2017	EM PM
SYR Division	31559	GENEM-93113-3	PM Service A	10.7	04/10/2017	EM PM
SYR Division	31559	GENEM-93113-3	PM Service B	4	10/13/2016	EM PM
SYR Division	31559	GENEM-93113-3	No crank	11.5	05/17/2016	EM Driver's Report
SYR Division	31559	GENEM-93113-3	PM Service A	14.5	04/01/2016	EM PM
SYR Division	31559	GENEM-93113-3	PM Service B 780 hrs	4	11/17/2015	EM PM
SYR Division	31559	GENEM-93113-3	PM Service A	9	05/13/2015	EM PM
SYR Division	31559	GENEM-93113-3	PM Service B 759 hr	1.5	12/08/2014	EM PM
SYR Division	31559	GENEM-93113-3	Engine-Prime fuel system,run out of fuel	2.5	09/04/2014	EM Driver's Report
SYR Division	31559	GENEM-93113-3	pm-a. 737 hrs	6	04/02/2014	EM PM
SYR Division	31559	GENEM-93113-3	PM Service B 732 hr	4	10/16/2013	EM PM

SYR Division	31559	GENEM-93113-3	Replace radiator cap	0.5	05/31/2013	EM Driver's Report
SYR Division	31559	GENEM-93113-3	PM Service A 723 hrs	8	04/03/2013	EM PM
SYR Division	31559	GENEM-93113-3	PM Service B Battery leak	9	10/09/2012	EM PM
SYR Division	31559	GENEM-93113-3	Replace block heater hoses	15	07/31/2012	EM Driver's Report
SYR Division	31559	GENEM-93113-3	PM Service A SPH	3	04/12/2012	Preventive Maintenance (PM)
SYR Division	31559	GENEM-93113-3	PM Service B 702 hrs	2	11/02/2011	EM PM
SYR Division	31559	GENEM-93113-3	PM Service A 686 hr JF	6	04/05/2011	EM PM
SYR Division	31559	GENEM-93113-3	PM-B 675 HOURS	4.5	11/10/2010	EM PM
SYR Division	31559	GENEM-93113-3	PM-A	7	06/03/2010	EM PM
SYR Division	31559	GENEM-93113-3	PM-B	4	11/24/2009	EM PM
SYR Division	31559	GENEM-93113-3	batteries.	0	06/16/2009	EM Driver's Report
SYR Division	31559	GENEM-93113-3	PM-A	11	05/14/2009	EM PM
SYR Division	31559	GENEM-93113-3	PM-B	30	11/17/2008	EM PM
SYR Division	31559	GENEM-93113-3	PM Service A	8	05/01/2008	EM PM
SYR Division	31619	GENEM-94011-1	PM Service A..1125hrs..RB	7.5	04/08/2026	EM PM
SYR Division	31619	GENEM-94011-1	PM Service B..1,121hrs..RB	2	11/17/2025	EM PM
SYR Division	31619	GENEM-94011-1	PM Service A..1114hrs	6	05/27/2025	EM PM
SYR Division	31619	GENEM-94011-1	PM Service B..1106hrs	7	11/15/2024	EM PM
SYR Division	31619	GENEM-94011-1	PM Service A.1101hrs	6	06/05/2024	EM PM
SYR Division	31619	GENEM-94011-1	PM Service B hrs 1086 wk	5.5	11/06/2023	EM PM
SYR Division	31619	GENEM-94011-1	PM Service A 1083HR-GB	7	06/02/2023	EM PM
SYR Division	31619	GENEM-94011-1	LOW COOLANT ALARM/. CHECK OPERATION OF LOUVERS RL	18	02/06/2023	EM Driver's Report
SYR Division	31619	GENEM-94011-1	PM Service B SW 1069 hr	4	10/21/2022	EM PM
SYR Division	31619	GENEM-94011-1	PM Service A 1062 RL	6	05/06/2022	EM PM
SYR Division	31619	GENEM-94011-1	PM Service B REPLACE BATTERIES 1048 RL	7	11/02/2021	EM PM
SYR Division	31619	GENEM-94011-1	PMA sw	5.5	04/27/2021	EM PM
SYR Division	31619	GENEM-94011-1	PM B 1,009 hours - MJ	6	11/19/2020	EM PM
SYR Division	31619	GENEM-94011-1	PM Service A	14	07/15/2020	EM PM
SYR Division	31619	GENEM-94011-1	PM Service B	5	10/15/2019	EM PM
SYR Division	31619	GENEM-94011-1	PM A - ?HRS - MJ	9	04/22/2019	EM PM
SYR Division	31619	GENEM-94011-1	PM Service B Replace coolant 919 hrs	8	09/26/2018	EM PM
SYR Division	31619	GENEM-94011-1	Clean exterior of radiator 907 hrs	12	05/29/2018	EM Driver's Report
SYR Division	31619	GENEM-94011-1	PM Service A 905 hr	5	05/15/2018	EM PM
SYR Division	31619	GENEM-94011-1	Replace battery	5	12/13/2017	EM Driver's Report
SYR Division	31619	GENEM-94011-1	PM Service B 891 mi.	5	12/05/2017	EM PM
SYR Division	31619	GENEM-94011-1	PM Service A	4	05/12/2017	EM PM
SYR Division	31619	GENEM-94011-1	PM Service B	9.75	10/25/2016	EM PM
SYR Division	31619	GENEM-94011-1	Runs rough/black smoke 832 hrs	2.5	06/14/2016	EM Driver's Report
SYR Division	31619	GENEM-94011-1	Coolant leak	11.2	05/17/2016	EM Driver's Report
SYR Division	31619	GENEM-94011-1	PM Service A	8.5	04/08/2016	EM PM
SYR Division	31619	GENEM-94011-1	PM Service B 805 hr	2	11/23/2015	EM PM
SYR Division	31619	GENEM-94011-1	PM Service A	7	05/13/2015	EM PM
SYR Division	31619	GENEM-94011-1	PM Service B 770hrs-Boyce	5	11/24/2014	EM PM
SYR Division	31619	GENEM-94011-1	PM Service A Replace batteries 751 hrs	14	04/09/2014	EM PM

SYR Division	31619	GENEM-94011-1	j.v. 737hr. PM-B. radiator plugged.	13	11/04/2013	EM PM
SYR Division	31619	GENEM-94011-1	PM Service A	6	04/11/2013	EM PM
SYR Division	31619	GENEM-94011-1	PM Service B 686 hrs	0	10/15/2012	EM PM
SYR Division	31619	GENEM-94011-1	Replaced radiator hoses-flush cooling sys.	0	07/31/2012	EM Driver's Report
SYR Division	31619	GENEM-94011-1	PM Service A	6	04/12/2012	Preventive Maintenance (PM)
SYR Division	31619	GENEM-94011-1	Ck block htr operation	8	01/12/2012	EM Breakdown
SYR Division	31619	GENEM-94011-1	Blck htr inop. 658 HRS	7	12/19/2011	EM Driver's Report
SYR Division	31619	GENEM-94011-1	PM Service B 655 hr	3	11/21/2011	EM Breakdown
SYR Division	31619	GENEM-94011-1	Block heater inop 655 hrs SPH Milton Cat PN# 7E6247	5	11/08/2011	EM Driver's Report
SYR Division	31619	GENEM-94011-1	Batteries Leaking	8	06/23/2011	EM Driver's Report
SYR Division	31619	GENEM-94011-1	PM Service A JF 631 hr JF	11.5	04/07/2011	EM PM
SYR Division	31619	GENEM-94011-1	j.v. 627hrs. pm-b.	3	11/26/2010	EM PM
SYR Division	31619	GENEM-94011-1	PM-A	5	05/19/2010	EM PM
SYR Division	31619	GENEM-94011-1	PM-B	5	11/27/2009	EM PM
SYR Division	31619	GENEM-94011-1	PM Service A	25	05/27/2009	EM PM
SYR Division	31619	GENEM-94011-1	HEATER HOSES/SHUT OFF VALVE	13	12/29/2008	EM Driver's Report
SYR Division	31619	GENEM-94011-1	PM-B	4	11/13/2008	EM PM
SYR Division	31619	GENEM-94011-1	PM Service A	6	05/01/2008	EM PM
BUF Division	41069	GENEM-97067-1	pm-a	4	04/20/2026	EM PM
BUF Division	41069	GENEM-97067-1	PM Service B	8	09/02/2025	EM PM
BUF Division	41069	GENEM-97067-1	PM Service A HRS.-	4	04/21/2025	EM PM
BUF Division	41069	GENEM-97067-1	Maintenance and Repair CRANK NO START	10	01/14/2025	EM Special Instruction
BUF Division	41069	GENEM-97067-1	PM Service B HRS.-	10	09/13/2024	EM PM
BUF Division	41069	GENEM-97067-1	PM Service A HRS.-	6	03/26/2024	EM PM
BUF Division	41069	GENEM-97067-1	PM Service B HRS.-	9	09/27/2023	EM NYS Inspection
BUF Division	41069	GENEM-97067-1	PM Service A HRS_____	10	03/29/2023	EM PM
BUF Division	41069	GENEM-97067-1	PM Service B HRS_____	7.5	09/19/2022	EM PM
BUF Division	41069	GENEM-97067-1	PM Service A	2	03/29/2022	EM PM
BUF Division	41069	GENEM-97067-1	PM Service B	7	09/02/2021	EM PM
BUF Division	41069	GENEM-97067-1	PM Service A	5	03/23/2021	EM PM
BUF Division	41069	GENEM-97067-1	Maintenance and Repair Replace leaking radiator	0	10/09/2020	EM Driver's Report
BUF Division	41069	GENEM-97067-1	PM Service B	23	09/16/2020	EM PM
BUF Division	41069	GENEM-97067-1	PM Service A	6	03/19/2020	EM PM
BUF Division	41069	GENEM-97067-1	PM Service B	8	09/20/2019	EM PM
BUF Division	41069	GENEM-97067-1	PM Service A	6	03/30/2019	EM PM
BUF Division	41069	GENEM-97067-1	No start	10	01/28/2019	EM Driver's Report
BUF Division	41069	GENEM-97067-1	PM Service B	7	10/04/2018	EM PM
BUF Division	41069	GENEM-97067-1	PM Service A Hours----------	5	04/02/2018	EM PM
BUF Division	41069	GENEM-97067-1	PM Service B-Hrs.-_____	10	10/02/2017	Preventive Maintenance (PM)
BUF Division	41069	GENEM-97067-1	PM Service A-Hrs.-_____	4	04/03/2017	Preventive Maintenance (PM)
BUF Division	41069	GENEM-97067-1	PM Service B-Hrs.-_____	6	09/28/2016	Preventive Maintenance (PM)
BUF Division	41069	GENEM-97067-1	PM Service A-_____Hrs	5	04/01/2016	Preventive Maintenance (PM)
BUF Division	41069	GENEM-97067-1	Maintenance and Repair-Check No start-Hours-_____	3	03/25/2016	EM Breakdown
BUF Division	41069	GENEM-97067-1	Maintenance and Repair-Check Rough Running-Hours-_____	5	02/11/2016	EM Driver's Report

BUF Division	41069	GENEM-97067-1	PM Service B	11.5	10/01/2015	Preventive Maintenance (PM)
BUF Division	41069	GENEM-97067-1	PM Service A	5	03/26/2015	Preventive Maintenance (PM)
BUF Division	41069	GENEM-97067-1	PM Service B	6.5	09/24/2014	Preventive Maintenance (PM)
BUF Division	41069	GENEM-97067-1	PM Service A-299 hrs	5	03/12/2014	Preventive Maintenance (PM)
BUF Division	41069	GENEM-97067-1	PM Service B	4	09/16/2013	EM PM
BUF Division	41069	GENEM-97067-1	PM Service A	9	04/04/2013	EM PM
BUF Division	41069	GENEM-97067-1	PM Service B - 288	8	09/24/2012	EM PM
BUF Division	41069	GENEM-97067-1	PM Service A - 282	5	04/05/2012	EM PM
BUF Division	41069	GENEM-97067-1	engine running rough	12	12/16/2011	EM Driver's Report
BUF Division	41069	GENEM-97067-1	PM Service B - 277	8	09/27/2011	EM PM
BUF Division	41069	GENEM-97067-1	PM Service A - 267	14.5	03/31/2011	EM PM
BUF Division	41069	GENEM-97067-1	no start -264	3.8	12/30/2010	EM Breakdown
BUF Division	41069	GENEM-97067-1	PM Service B - 261	8	09/17/2010	EM PM
BUF Division	41069	GENEM-97067-1	PM Service A	5	03/26/2010	EM PM
BUF Division	41069	GENEM-97067-1	PM Service B - 248hr	8	09/28/2009	EM PM
BUF Division	41069	GENEM-97067-1	PM Service A - 240	6	04/23/2009	EM PM
BUF Division	41069	GENEM-97067-1	PM Service B - See WO EM23835	0	11/28/2008	EM PM
BUF Division	41069	GENEM-97067-1	PM Service C ANGOLA WEST	8	09/16/2008	EM PM
BUF Division	41069	GENEM-97067-1	PM Service A	5	04/16/2008	EM PM
BUF Division	41079	GENEM-97061-1	pm-a	8	04/20/2026	EM PM
BUF Division	41079	GENEM-97061-1	Ran out of fuel, No start	5	03/31/2026	EM Driver's Report
BUF Division	41079	GENEM-97061-1	PM Service B	7	09/02/2025	EM PM
BUF Division	41079	GENEM-97061-1	PM Service A HRS.-	12	04/21/2025	EM PM
BUF Division	41079	GENEM-97061-1	PM Service B HRS.-	5	09/13/2024	EM PM
BUF Division	41079	GENEM-97061-1	PM Service A HRS.-	6	03/26/2024	EM PM
BUF Division	41079	GENEM-97061-1	PM Service B HRS.-	5	09/27/2023	EM PM
BUF Division	41079	GENEM-97061-1	PM Service A HRS_____	2	03/29/2023	EM PM
BUF Division	41079	GENEM-97061-1	PM Service B	6.5	09/19/2022	EM PM
BUF Division	41079	GENEM-97061-1	PM Service A	2	03/29/2022	EM PM
BUF Division	41079	GENEM-97061-1	PM Service B	11	09/02/2021	EM PM
BUF Division	41079	GENEM-97061-1	PM Service A	5	03/23/2021	EM PM
BUF Division	41079	GENEM-97061-1	PM Service B	6	09/16/2020	EM PM
BUF Division	41079	GENEM-97061-1	PM Service A	6	03/19/2020	EM PM
BUF Division	41079	GENEM-97061-1	PM Service B	8	09/20/2019	EM PM
BUF Division	41079	GENEM-97061-1	PM Service A	5	03/30/2019	EM PM
BUF Division	41079	GENEM-97061-1	PM Service B	7	10/04/2018	EM PM
BUF Division	41079	GENEM-97061-1	PM Service A Hours--------	5	04/02/2018	EM PM
BUF Division	41079	GENEM-97061-1	PM Service B-Hrs.-_____	8	10/02/2017	Preventive Maintenance (PM)
BUF Division	41079	GENEM-97061-1	PM Service A-Hrs.-_____	6	04/03/2017	Preventive Maintenance (PM)
BUF Division	41079	GENEM-97061-1	PM Service B	5	09/28/2016	Preventive Maintenance (PM)
BUF Division	41079	GENEM-97061-1	PM Service A-_____Hrs.	5	04/01/2016	Preventive Maintenance (PM)
BUF Division	41079	GENEM-97061-1	PM Service B	3.5	10/01/2015	Preventive Maintenance (PM)
BUF Division	41079	GENEM-97061-1	PM Service A	9	03/26/2015	Preventive Maintenance (PM)
BUF Division	41079	GENEM-97061-1	PM Service B	8	10/01/2014	Preventive Maintenance (PM)

BUF Division	41079	GENEM-97061-1	PM Service A-288 hrs	5	03/12/2014	Preventive Maintenance (PM)
BUF Division	41079	GENEM-97061-1	PM Service B	30	09/16/2013	EM PM
BUF Division	41079	GENEM-97061-1	PM Service A	6	04/04/2013	EM PM
BUF Division	41079	GENEM-97061-1	PM Service B - 274	8	09/24/2012	EM PM
BUF Division	41079	GENEM-97061-1	PM Service A - 268	5	04/05/2012	EM PM
BUF Division	41079	GENEM-97061-1	PM Service B - 263	7	09/27/2011	EM PM
BUF Division	41079	GENEM-97061-1	PM Service A - 254	8	03/31/2011	EM PM
BUF Division	41079	GENEM-97061-1	PM Service B - 247	12	09/17/2010	EM PM
BUF Division	41079	GENEM-97061-1	PM Service A	5	03/26/2010	EM PM
BUF Division	41079	GENEM-97061-1	PM Service B	8	09/28/2009	EM PM
BUF Division	41079	GENEM-97061-1	PM Service A - 225	5	04/23/2009	EM PM
BUF Division	41079	GENEM-97061-1	PM Service B - See WO EM23821	0	11/28/2008	EM PM
BUF Division	41079	GENEM-97061-1	PM Service C ANGOLA EAST	8	09/16/2008	EM PM
BUF Division	41079	GENEM-97061-1	PM Service A	5.5	04/16/2008	EM PM
BUF Division	41129	GENEM-07116-2	pm-a	4	04/29/2026	EM PM
BUF Division	41129	GENEM-07116-2	Cranks over will not start	5	01/15/2026	EM Breakdown
BUF Division	41129	GENEM-07116-2	cranks no start	6	12/31/2025	EM Driver's Report
BUF Division	41129	GENEM-07116-2	no start- charger dc output blowing 7A tube fuses. installed new batteries 487 hours	2	10/23/2025	EM Driver's Report
BUF Division	41129	GENEM-07116-2	PM Service B	22	09/24/2025	EM PM
BUF Division	41129	GENEM-07116-2	PM Service A HRS.-	6	04/28/2025	EM PM
BUF Division	41129	GENEM-07116-2	Maintenance and Repair CRANK NO START HRS.-	7	01/22/2025	EM Driver's Report
BUF Division	41129	GENEM-07116-2	PM Service B HRS.-	8	09/23/2024	EM PM
BUF Division	41129	GENEM-07116-2	PM Service A	6	04/04/2024	EM PM
BUF Division	41129	GENEM-07116-2	PM Service B HRS.-	8	10/04/2023	EM PM
BUF Division	41129	GENEM-07116-2	PM Service A hrs.-	6	04/19/2023	EM PM
BUF Division	41129	GENEM-07116-2	PM Service B HRS-	8	10/03/2022	EM PM
BUF Division	41129	GENEM-07116-2	PM Service A	3	03/29/2022	EM PM
BUF Division	41129	GENEM-07116-2	PM Service B	10	09/02/2021	EM PM
BUF Division	41129	GENEM-07116-2	Check/Replace Batteries	5	06/01/2021	EM Driver's Report
BUF Division	41129	GENEM-07116-2	Charging- Jump start 372Hrs	3	06/01/2021	EM PM
BUF Division	41129	GENEM-07116-2	PM Service A	5	03/23/2021	EM PM
BUF Division	41129	GENEM-07116-2	Maintenance and Repair block heater not working	8	11/23/2020	EM Driver's Report
BUF Division	41129	GENEM-07116-2	PM Service B	8	09/16/2020	EM PM
BUF Division	41129	GENEM-07116-2	PM Service A	7	03/18/2020	EM PM
BUF Division	41129	GENEM-07116-2	PM Service B	19	09/20/2019	EM PM
BUF Division	41129	GENEM-07116-2	PM Service A	10	03/30/2019	EM PM
BUF Division	41129	GENEM-07116-2	PM Service A	0	03/30/2019	EM PM
BUF Division	41129	GENEM-07116-2	Maintenance and Repair NO-START-Generator was running, had switching problem (Bldg Maint Issue)	8	01/01/2019	Callout
BUF Division	41129	GENEM-07116-2	PM Service B	10	10/04/2018	EM PM
BUF Division	41129	GENEM-07116-2	Maintenance and Repair.294hrs. no start. batterys.	2.5	08/06/2018	EM Driver's Report
BUF Division	41129	GENEM-07116-2	PM Service A Hours--------	6	04/02/2018	EM PM
BUF Division	41129	GENEM-07116-2	PM Service B-Hrs.-_____	5	10/02/2017	Preventive Maintenance (PM)
BUF Division	41129	GENEM-07116-2	PM Service A-Hrs.-_____	8	04/03/2017	Preventive Maintenance (PM)

BUF Division	41129	GENEM-07116-2	Check Engine running poorly and error lights on-Hours-_____	11	11/29/2016	EM Breakdown
BUF Division	41129	GENEM-07116-2	PM Service B-Hrs.-_____	16.8	10/03/2016	Preventive Maintenance (PM)
BUF Division	41129	GENEM-07116-2	PM Service A-_____Hrs.	4	04/01/2016	Preventive Maintenance (PM)
BUF Division	41129	GENEM-07116-2	PM Service B	8	10/01/2015	Preventive Maintenance (PM)
BUF Division	41129	GENEM-07116-2	PM Service A	5	03/26/2015	Preventive Maintenance (PM)
BUF Division	41129	GENEM-07116-2	PM Service B	7	10/01/2014	Preventive Maintenance (PM)
BUF Division	41129	GENEM-07116-2	PM Service A-150 hrs	5	03/12/2014	Preventive Maintenance (PM)
BUF Division	41129	GENEM-07116-2	PM Service B	8	09/16/2013	EM PM
BUF Division	41129	GENEM-07116-2	PM Service A	5	04/04/2013	EM PM
BUF Division	41129	GENEM-07116-2	PM Service B - 62	9.5	09/24/2012	EM PM
BUF Division	41129	GENEM-07116-2	PM Service A - 49	5	04/05/2012	EM PM
BUF Division	41129	GENEM-07116-2	PM Service B - 35	12	09/27/2011	EM PM
BUF Division	41129	GENEM-07116-2	shuts down after 30 sec	13	07/26/2011	EM Breakdown
BUF Division	41129	GENEM-07116-2	Check for intermittent shutdown, pre low oil pressure alarm - 23	5	05/23/2011	EM Breakdown
BUF Division	41129	GENEM-07116-2	PM Service A - 19	7	03/31/2011	EM PM
BUF Division	41129	GENEM-07116-2	check for alarm lights - 13 hrs.	5.5	01/18/2011	EM Driver's Report
BUF Division	41129	GENEM-07116-2	PM Service - Satisfy PM to clear off overdue. New Genset put in service 10/14/10	0	10/25/2010	EM PM
BUF Division	41129	GENEM-07116-2	PM Service B - 3 satisfy pm as new generator was put in service 10/14/10	0	10/22/2010	EM PM
BUF Division	41129	GENEM-07116-2	Prep for Service - Capital	12	10/06/2010	EM Pre-Delivery
BUF Division	41129	GENEM-07116-2	PM Service A	0	05/02/2008	EM PM
BUF Division	41209	GENEM-93014-1	pm-a	3	04/29/2026	EM PM
BUF Division	41209	GENEM-93014-1	PM Service B	8	09/24/2025	EM PM
BUF Division	41209	GENEM-93014-1	PM Service A HRS.-	5	04/28/2025	EM PM
BUF Division	41209	GENEM-93014-1	PM Service B HRS.-	8	09/23/2024	EM PM
BUF Division	41209	GENEM-93014-1	PM Service A HRS.-	5	04/10/2024	EM PM
BUF Division	41209	GENEM-93014-1	PM Service B HRS.-	8	10/04/2023	EM NYS Inspection
BUF Division	41209	GENEM-93014-1	PM Service A hrs.-	4	04/19/2023	EM PM
BUF Division	41209	GENEM-93014-1	PM Service B HRS-	8	10/03/2022	EM PM
BUF Division	41209	GENEM-93014-1	PM Service A	6	03/29/2022	EM PM
BUF Division	41209	GENEM-93014-1	PM Service B	8	09/02/2021	EM PM
BUF Division	41209	GENEM-93014-1	PM Service A	8	03/23/2021	EM PM
BUF Division	41209	GENEM-93014-1	Maintenance and Repair CK over 1249. hr.	4	03/22/2021	EM Driver's Report
BUF Division	41209	GENEM-93014-1	PM Service B	8	09/16/2020	EM Driver's Report
BUF Division	41209	GENEM-93014-1	PM Service A	17	03/18/2020	EM PM
BUF Division	41209	GENEM-93014-1	PM Service B	8	09/20/2019	EM PM
BUF Division	41209	GENEM-93014-1	PM Service A	8	03/30/2019	EM PM
BUF Division	41209	GENEM-93014-1	Maintenance and Repair	2.5	02/26/2019	EM Driver's Report
BUF Division	41209	GENEM-93014-1	PM Service B	12	10/04/2018	EM PM
BUF Division	41209	GENEM-93014-1	PM Service A Hours-------	8	04/02/2018	EM PM
BUF Division	41209	GENEM-93014-1	PM Service B-Hrs.-_____	12	10/02/2017	Preventive Maintenance (PM)
BUF Division	41209	GENEM-93014-1	PM Service A-Hrs.-_____	6	04/03/2017	Preventive Maintenance (PM)
BUF Division	41209	GENEM-93014-1	PM Service B-Hrs.-_____	21	10/03/2016	Preventive Maintenance (PM)
BUF Division	41209	GENEM-93014-1	CK for coolant leak 987.5 hr	21	06/01/2016	EM Driver's Report
BUF Division	41209	GENEM-93014-1	PM Service A-_____Hrs.	4	04/01/2016	Preventive Maintenance (PM)

BUF Division	41209	GENEM-93014-1	Maintenance and Repair-Check Coolant leak-Hrs.-_____	15.7	02/09/2016	EM Driver's Report
BUF Division	41209	GENEM-93014-1	PM Service B	12	10/01/2015	Preventive Maintenance (PM)
BUF Division	41209	GENEM-93014-1	PM Service A	5	03/26/2015	Preventive Maintenance (PM)
BUF Division	41209	GENEM-93014-1	PM Service B	8	10/01/2014	Preventive Maintenance (PM)
BUF Division	41209	GENEM-93014-1	PM Service A	7	03/12/2014	Preventive Maintenance (PM)
BUF Division	41209	GENEM-93014-1	Maintenance and Repair-Check coolant leak from heater-Hours-903	5	02/11/2014	EM Breakdown
BUF Division	41209	GENEM-93014-1	PM Service B	8	09/16/2013	EM PM
BUF Division	41209	GENEM-93014-1	PM Service A	9	04/04/2013	EM PM
BUF Division	41209	GENEM-93014-1	PM Service B - 855	8	09/24/2012	EM PM
BUF Division	41209	GENEM-93014-1	PM Service A - 838	5	04/05/2012	EM PM
BUF Division	41209	GENEM-93014-1	PM Service B - 813	8	09/27/2011	EM PM
BUF Division	41209	GENEM-93014-1	PM Service A - 796	10	03/31/2011	EM PM
BUF Division	41209	GENEM-93014-1	PM Service B - 777	14	09/17/2010	EM PM
BUF Division	41209	GENEM-93014-1	PM Service A	6	03/26/2010	EM PM
BUF Division	41209	GENEM-93014-1	Inspect oil pan heater.	1.5	12/22/2009	EM Driver's Report
BUF Division	41209	GENEM-93014-1	PM Service B - 730	12	09/28/2009	EM PM
BUF Division	41209	GENEM-93014-1	PM Service A - 710	7	04/23/2009	EM PM
BUF Division	41209	GENEM-93014-1	PM Service B - See WO EM24789	0	11/28/2008	EM PM
BUF Division	41209	GENEM-93014-1	PM Service C ONTARIO SVC	13	09/26/2008	EM PM
BUF Division	41209	GENEM-93014-1	PM Service A	0	05/02/2008	EM PM
BUF Division	41209	GENEM-93014-1	PM Service A	5	04/16/2008	EM PM
BUF Division	41319	GENEM-91118-2	pm-a	3	04/29/2026	EM PM
BUF Division	41319	GENEM-91118-2	PM Service B	12	09/24/2025	EM PM
BUF Division	41319	GENEM-91118-2	PM Service A HRS.-	4	04/28/2025	EM PM
BUF Division	41319	GENEM-91118-2	PM Service B HRS.-	8	09/23/2024	EM PM
BUF Division	41319	GENEM-91118-2	PM Service A HRS.-	4	04/10/2024	EM PM
BUF Division	41319	GENEM-91118-2	No start 785.7	16	03/29/2024	EM Driver's Report
BUF Division	41319	GENEM-91118-2	PM Service B HRS.-	8	10/09/2023	EM PM
BUF Division	41319	GENEM-91118-2	PM Service A hrs.-	6	04/19/2023	EM PM
BUF Division	41319	GENEM-91118-2	PM Service B HRS-	10	10/03/2022	EM PM
BUF Division	41319	GENEM-91118-2	PM Service A	0	03/29/2022	EM PM
BUF Division	41319	GENEM-91118-2	PM Service B	8	09/02/2021	EM PM
BUF Division	41319	GENEM-91118-2	PM Service A	5	03/23/2021	EM PM
BUF Division	41319	GENEM-91118-2	PM Service B	6	09/16/2020	EM PM
BUF Division	41319	GENEM-91118-2	PM Service A	7.5	03/18/2020	EM PM
BUF Division	41319	GENEM-91118-2	PM Service B	10	09/23/2019	EM PM
BUF Division	41319	GENEM-91118-2	PM Service A	16	03/30/2019	EM PM
BUF Division	41319	GENEM-91118-2	Maintenance and Repair	2.5	02/26/2019	EM Driver's Report
BUF Division	41319	GENEM-91118-2	PM Service B	12	10/04/2018	EM PM
BUF Division	41319	GENEM-91118-2	PM Service A Hours---------	4	04/02/2018	EM PM
BUF Division	41319	GENEM-91118-2	pre low oil psi light on 635 hr.	3	01/10/2018	EM Driver's Report
BUF Division	41319	GENEM-91118-2	PM Service B-Hrs.-_____	16	10/02/2017	Preventive Maintenance (PM)
BUF Division	41319	GENEM-91118-2	PM Service A-Hrs.-_____	4	04/03/2017	Preventive Maintenance (PM)
BUF Division	41319	GENEM-91118-2	pre low oil psi light is on 612.hr	5	03/14/2017	EM Driver's Report

BUF Division	41319	GENEM-91118-2	PM Service B-Hrs.-_____	8	10/03/2016	Preventive Maintenance (PM)
BUF Division	41319	GENEM-91118-2	PM Service A-_____Hrs.	4	04/01/2016	Preventive Maintenance (PM)
BUF Division	41319	GENEM-91118-2	PM Service B	10	10/01/2015	Preventive Maintenance (PM)
BUF Division	41319	GENEM-91118-2	Maintenance and Repair-Check RPMs fluctuating-Hours-_____	8.5	07/23/2015	EM Driver's Report
BUF Division	41319	GENEM-91118-2	PM Service A	5	03/26/2015	Preventive Maintenance (PM)
BUF Division	41319	GENEM-91118-2	PM Service B	8	10/01/2014	Preventive Maintenance (PM)
BUF Division	41319	GENEM-91118-2	PM Service A-518 hrs	5	03/12/2014	Preventive Maintenance (PM)
BUF Division	41319	GENEM-91118-2	PM Service B	8	09/16/2013	EM PM
BUF Division	41319	GENEM-91118-2	check will not start	16	06/03/2013	Callout
BUF Division	41319	GENEM-91118-2	PM Service A	6	04/04/2013	EM PM
BUF Division	41319	GENEM-91118-2	PM Service B - 454	10	09/24/2012	EM PM
BUF Division	41319	GENEM-91118-2	PM Service A - 437	5	04/05/2012	EM PM
BUF Division	41319	GENEM-91118-2	PM Service B - 423	13	09/27/2011	EM PM
BUF Division	41319	GENEM-91118-2	PM Service A - 408	5	03/31/2011	EM PM
BUF Division	41319	GENEM-91118-2	check hard starting	5	11/02/2010	EM Driver's Report
BUF Division	41319	GENEM-91118-2	PM Service B - 394	9	09/17/2010	EM PM
BUF Division	41319	GENEM-91118-2	PM Service A	5	03/26/2010	EM PM
BUF Division	41319	GENEM-91118-2	PM Service B - 360	8	09/28/2009	EM PM
BUF Division	41319	GENEM-91118-2	PM Service A - 344	5	04/23/2009	EM PM
BUF Division	41319	GENEM-91118-2	PM Service B - See WO EM24838	0	11/28/2008	EM PM
BUF Division	41319	GENEM-91118-2	PM Service C PEM. SVC.	8	09/29/2008	EM PM
BUF Division	41319	GENEM-91118-2	PM Service A	5.5	04/16/2008	EM PM
BUF Division	41409	GENEM-07116-1	pm-a	10	04/29/2026	EM PM
BUF Division	41409	GENEM-07116-1	PM Service B	12	09/24/2025	EM PM
BUF Division	41409	GENEM-07116-1	PM Service A HRS.-	7	04/28/2025	EM PM
BUF Division	41409	GENEM-07116-1	PM Service B	5	10/01/2024	EM PM
BUF Division	41409	GENEM-07116-1	PM Service A HRS.-	5	04/16/2024	EM PM
BUF Division	41409	GENEM-07116-1	PM Service B HRS.-	8	10/09/2023	EM PM
BUF Division	41409	GENEM-07116-1	PM Service A hrs.-	4	04/19/2023	EM PM
BUF Division	41409	GENEM-07116-1	Maintenance and Repair NO START	7	02/08/2023	EM Driver's Report
BUF Division	41409	GENEM-07116-1	PM Service B HRS-	10	10/03/2022	EM PM
BUF Division	41409	GENEM-07116-1	PM Service A	2	03/29/2022	EM PM
BUF Division	41409	GENEM-07116-1	PM Service B	8	09/02/2021	EM Driver's Report
BUF Division	41409	GENEM-07116-1	PM Service A	6	03/23/2021	EM PM
BUF Division	41409	GENEM-07116-1	PM Service B	6	09/16/2020	EM PM
BUF Division	41409	GENEM-07116-1	over crank light on	2	06/11/2020	EM Driver's Report
BUF Division	41409	GENEM-07116-1	PM Service A	5	03/18/2020	EM PM
BUF Division	41409	GENEM-07116-1	PM Service B	8	09/20/2019	EM PM
BUF Division	41409	GENEM-07116-1	PM Service A	6	03/30/2019	EM PM
BUF Division	41409	GENEM-07116-1	Maintenance and Repair	2	02/26/2019	EM Driver's Report
BUF Division	41409	GENEM-07116-1	PM Service B	11	10/04/2018	EM PM
BUF Division	41409	GENEM-07116-1	PM Service A Hours-------	8	04/02/2018	EM PM
BUF Division	41409	GENEM-07116-1	PM Service B-Hrs.-_____	12	10/02/2017	Preventive Maintenance (PM)
BUF Division	41409	GENEM-07116-1	PM Service A-Hrs.-_____	2	04/03/2017	Preventive Maintenance (PM)

BUF Division	41409	GENEM-07116-1	Alarm for engine temp going off	11	11/22/2016	EM Driver's Report
BUF Division	41409	GENEM-07116-1	PM Service B-Hrs.-_____	6	10/03/2016	Preventive Maintenance (PM)
BUF Division	41409	GENEM-07116-1	PM Service A-_____Hrs.	8	04/01/2016	Preventive Maintenance (PM)
BUF Division	41409	GENEM-07116-1	PM Service B	15	10/01/2015	Preventive Maintenance (PM)
BUF Division	41409	GENEM-07116-1	PM Service A	5	03/26/2015	Preventive Maintenance (PM)
BUF Division	41409	GENEM-07116-1	PM Service B	32	10/01/2014	Preventive Maintenance (PM)
BUF Division	41409	GENEM-07116-1	PM Service A	5	03/12/2014	Preventive Maintenance (PM)
BUF Division	41409	GENEM-07116-1	Maintenance and Repair-Check no start- switch	12	11/15/2013	EM Breakdown
BUF Division	41409	GENEM-07116-1	PM Service B	8	09/16/2013	EM PM
BUF Division	41409	GENEM-07116-1	PM Service A	9	04/04/2013	EM PM
BUF Division	41409	GENEM-07116-1	low water light on -	8.5	11/26/2012	EM Driver's Report
BUF Division	41409	GENEM-07116-1	PM Service B - 144	8	09/24/2012	EM PM
BUF Division	41409	GENEM-07116-1	PM Service A - 135	0	04/05/2012	EM PM
BUF Division	41409	GENEM-07116-1	PM Service A - 135	5	03/30/2012	EM PM
BUF Division	41409	GENEM-07116-1	PM Service B - 128	7	09/27/2011	EM PM
BUF Division	41409	GENEM-07116-1	PM Service A - 119	4	03/31/2011	EM PM
BUF Division	41409	GENEM-07116-1	PM Service B - 107	8	09/17/2010	EM PM
BUF Division	41409	GENEM-07116-1	PM Service A	5	03/26/2010	EM PM
BUF Division	41409	GENEM-07116-1	PM Service B - 74	22	09/28/2009	EM PM
BUF Division	41409	GENEM-07116-1	PM Service A -57	5	04/23/2009	EM PM
BUF Division	41409	GENEM-07116-1	PM Service B - See WO EM24862	0	11/28/2008	EM PM
BUF Division	41409	GENEM-07116-1	PM Service C clearance svc.	13	09/29/2008	EM PM
BUF Division	41409	GENEM-07116-1	No Start	13.2	08/19/2008	EM Breakdown
BUF Division	41409	GENEM-07116-1	PM Service A	9	04/16/2008	EM PM

NEW YORK STATE | Thruway Authority

KATHY HOCHUL
Governor

ROBERT L. MEGNA
Chair

FRANK G. HOARE, ESQ.
Executive Director

NOTICE TO PROPOSERS

#24C20 – NYSTA Fuel Facilities

June 24, 2026

Dear Proposer:

Attached is Addendum #3 for RFP #24C20.

Thank you for your interest in this project.

Sincerely,

Sarah Normile
Contract Management Specialist 2

KATHY HOCHUL
Governor

ROBERT L. MEGNA
Chair

FRANK G. HOARE, ESQ.
Executive Director

ADDENDUM NO. 3

RFP #24C20
NYSTA Fuel Facilities

June 24, 2026

Notice is hereby given that the following Addendum No. 3 shall be made part of RFP #24C20 issued by the Authority on April 23, 2026, as amended by Addendum No. 1 dated May 22, 2026 and Addendum No. 2 dated June 9, 2026 (the "RFP").

The purpose of this addendum is to document and incorporate material changes to the above-referenced proposal.

Addendum No. 3 consists of the following additions and changes to the RFP:

Change No. 1 – RFP "Section 1.2 – Key Dates" is hereby revised to read as follows. Material to be deleted is in strikethrough, material to be added is underscored.

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.

Event	Date
RFP Issuance	April 23, 2026
Pre-Proposal Conference & Site Visit Registration	April 23, 2026 – April 30, 2026
Non-Mandatory Pre-Proposal Conference	May 4, 2026
Site Visits / Inspections Begin	May 5, 2026
Site Visits / Inspections End	May 7, 2026
Deadline for Written Questions	June 5, 2026
Formal Responses to Written Questions	~~**June 24, 2026**~~ **July 1, 2026** (On or before) *
Proposal Due Date	~~**July 24, 2026**~~ **July 31, 2026** **(No later than 3:00 PM EDT)**

*It is incumbent upon Proposers to check the Authority's website regularly as formal responses to written questions may be issued in batches.

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.

-END OF CHANGES-

ADDENDUM NO. 3

PROPOSER ACKNOWLEDGEMENT FORM

Proposers must indicate acknowledgement of the changes for this RFP by completing and submitting this page with their proposal.

Proposers that have already submitted their proposal must indicate acknowledgement of the changes for this RFP by completing and returning this page in time for the Proposal opening.

Envelope should be addressed to:

New York State Thruway Authority
Attn: Purchasing Bureau
200 Southern Blvd.
Albany, NY 12209

Envelope should be clearly marked under the return address with the following information:

RFP #24C20 Addendum No. 3

Keep a copy for your records.

The following must be completed and signed by an authorized person from the firm or corporation:

_____	_____
Firm Name	Area Code &Telephone
_____	_____
Address	City & State
_____	_____
Signature	Date
_____	_____
Print Name	Title

KATHY HOCHUL
Governor

ROBERT L. MEGNA
Chair

FRANK G. HOARE, ESQ.
Executive Director

NOTICE TO PROPOSERS

#24C20 – NYSTA Fuel Facilities

June 10, 2026

Dear Proposer:

Attached is Batch #2 of the responses to the written questions previously submitted and Addendum #2 for RFP #24C20.

Thank you for your interest in this project.

Sincerely,

Sarah Normile
Contract Management Specialist 2

KATHY HOCHUL
Governor

ROBERT L. MEGNA
Chair

FRANK G. HOARE, ESQ.
Executive Director

Authority Responses to Written Questions
Batch #2

RFP #24C20
NYSTA Fuel Facilities

June 10, 2026

On April 23, 2026, the New York State Thruway Authority ("Authority" or "NYSTA") issued a Request for Proposals ("RFP") #24C20 for NYSTA Fuel Facilities. Pursuant to the RFP, all prospective Proposers are given an opportunity to submit written questions concerning this RFP to the Authority by June 5, 2026. The Authority will issue responses to questions received in batches with the final batch of responses being issued on or before June 24, 2026.

The Authority received the following questions and is providing the following responses in accordance with Section 1.4 of the RFP. Please note that similar questions have been grouped together to avoid repetition and to facilitate ease of review.

OUTSTANDING BATCH #1 QUESTIONS

Question #	RFP Page #	Section Reference	Bidder Question	Authority Response
11	10	RFP Section 2.2.1 A. 1. a)	In the RFP it talks about replacing all canopies and underground storage tanks; if there are any that have been replaced within two years for instance, is that still required to be taken down and replaced 100% like a canopy in Clifton Springs or 10 year old storage tanks?	All underground storage tanks must be replaced. Regarding fuel canopies, further information has been incorporated into the RFP please see Addendum No. 2
15	11	RFP Section 2.2.1, A.1.b.	Are the charging stations expected to be within the fueling footprint for the drawings or is there flexibility? Can they be in the broader Plaza areas? What restrictions or guidelines go along with that?	The overall footprint illustrated in purple on the Fuel Facility Responsibility Maps represents the existing fuel responsibility areas. This responsibility area may be modified by the Proposer; however, all revisions must adhere to the following general requirements: • Under no circumstances may the restaurant responsibility area be altered. • The existing fuel responsibility area cannot be reduced. • All work must remain within the Authority's right-of-way (ROW) boundary. • The responsibility notes shown on each map must be followed. • Review of the Environmental Screening Maps may identify additional constraints that must be fully investigated at the Proposer's expense. Changes to the existing fuel responsibility area may result in required modifications to Authority infrastructure such as ramps, water treatment facilities, access roads and parking areas. The proposer will be required to perform these modifications according to the required standards and at the proposer's expense. Should the successful Proposer's proposal include space that is beyond the current fuel responsibility area lines, updated responsibility maps will be finalized during the contract negotiations phase.
17	N/A	General	So, anything within our footprint is what you're looking for?	Please see answer to #15
19	N/A	General	Some of the plazas the Thruway owns additional property. Is there any ability to expand out of the current footprint? Can the existing footprint be expanded?	Please see answer to #15

Question #	RFP Page #	Section Reference	Bidder Question	Authority Response
46	N/A	General	Is there a requirement for employee parking? Can we move the current employee parking or have employees park in the back parking lots behind the gates?	There is no requirement for employee parking within the Fueling Facilities leased space. Fueling Facilities employees may utilize the employee parking outside the rear access gate.
49	N/A	General	Can we have information on the remediation sheds that are currently at the Warners, Scottsville, and Port Byron travel plazas?	The remediation sheds at Port Byron and Scottsville are mobile trailers owned by the subcontractors of the current operator. The remediation sheds at Warners are Authority owned. Please see link to Remediation System Designs provided in RFP Section 2.2.2.C.3.
58	N/A	Exhibit 7	We note that in Exhibit 7 Financial Proposal the entry for projected reopening date and number of months relate to all MAG categories (A, B, and C), however, given there is only one entry to cover all categories, this implies that all services will be closed at the same time. Does the Authority anticipate all services will be closed concurrently or should the pro-rated MAG only link to closure of one service (e.g. fuel)	Exhibit 7 – Financial Proposal has been revised to allow Proposers to break down the number of months each Category (A, B and C) will be closed during the redevelopment period. See Addendum No. 2.
60	24	RFP Section 2.2.2, C.3	The RFP states that costs associated with operating and maintaining existing on-site remediation systems shall be reimbursed by the Authority "as deemed appropriate," unless the spill resulted from the conduct of the Successful Proposer. Please clarify "as deemed appropriate"?	NYSTA contracts adhere to the NYSTA Consultation Instruction, Reimbursement of Direct and Non-Salary Costs, dated July 17, 2008 (Code:08-3) and the New York State Office of the State Comptroller Manual dated February 22, 2024. Costs associated with maintaining on-site remediation systems that do not comply with these requirements may be deemed inappropriate and may not be reimbursed by NYSTA.
62	11	RFP Section 2.2.1, A.1.a	The Clifton Springs and Clarence sites appear to be newer canopies without fire suppression installed. If fire suppression at canopies is not a requirement by code, please advise if this can be removed from the RFP requirements.	Per the 2025 NYS Fire Code, Fire Suppression under fuel canopies is not a requirement. This requirement has been removed. Please see Addendum #2.
63	N/A	General	Will the Authority be able to provide legal descriptions of the property / demise suitable to facilitate recording of leasehold mortgages and memoranda of lease?	At this time, the Authority is not able to provide these descriptions since the legal descriptions are for the entire premises (Fuel, Service/Food and any other property). If necessary, the Authority will work with the successful Proposer during contract negotiations to define the area per the successful proposal.

NEW BATCH #2 QUESTIONS

Question #	RFP Page #	Section Reference	Bidder Question	Authority Response
67	N/A	Cover Page	Do you need the "Request for Proposal" first page document to be attached as the front page for all 3 proposals - the Technical Proposal, Capital Proposal, and the Financial Proposal?	No, only one cover page is needed and should be included as part of the Technical Proposal.
68	N/A	Exhibit 6	Exhibit 6 has the minimum 1% capital to be set aside yearly for future updates/ maintenance. [Name retracted] is planning a larger upfront investment that would not require a 1% yearly update fund due to everything being new immediately. This isn't a request to get out of the financial commitment, but more to point out that the new assets/equipment wouldn't need maintenance capital for the first few years, as time went on, then repair/replacement/upgrade finances would be needed. Our request would be to remove that 1% minimum requirement and let us put on Exhibit 6 the scheduled % increases we feel fit our proposal. This is what we believe makes sense based on our specific proposal to NYS.	While the Authority recognizes and appreciates proposals featuring robust, upfront capital investments that may lower short-term maintenance demands, a dedicated R&R reserve operates on a cumulative lifecycle basis. Capital reserves not expended in the initial years of the lease must accumulate within the fund to address major, compounding mid-term and late-term lifecycle replacements (e.g., fuel piping, tank system upgrades, and major pavement rehabilitation). Proposers are required to model the 1% minimum annual contribution in Exhibit 6. However, Proposers are encouraged to detail in their narrative how.
69	N/A	Exhibit 5	Remediation shed locations are shown on the Exhibit 5 plans. Please confirm that these sheds can be relocated.	The remediation sheds house the treatment components of active in situ petroleum spill remediation systems. Relocating an active remediation system is highly regulated and not explicitly pre-approved in the RFP. Prior approval from both the Authority and the New York State Department of Environmental Conservation ("NYSDEC") is required to do so. The Authority will not be responsible for any schedule delays caused by modifications to the existing remediations systems by the Operator. Please see link for supplemental documents relating to the on-site remediation systems provided in RFP Section 2.2.2.C.3.
70	11	RFP Section 2.2.1, A.1.a	Section 2.2.1, A.1.a) references that the fuel kiosks and C-Store buildings may be relocated within the fuel operator's area of responsibility. Please confirm that the service and generator buildings can also be relocated within this area of responsibility.	Confirmed the buildings can be relocated.

Question #	RFP Page #	Section Reference	Bidder Question	Authority Response
71	14	RFP Section 2.2.1, A.2.d	Can the Authority please confirm that, at handover, all existing equipment required to maintain operations onsite will transfer ownership/responsibility to the successful proposer, including dispensers and related fueling equipment, except for proprietary branding.	Confirmed.
72	47–50	RFP Section 5.2	Section 5.2 references the Equal Employment Opportunity Policy Statement and Schedule 12 – EEO Staffing Plan (Form EEO-2). Please clarify whether the EEO Staffing Plan submission requirement applies to employees proposed to support ongoing C-Store and Fuel operations, or whether this requirement applies specifically to contractors and subcontractors engaged to perform renovation, construction, or related project works.	The EEO Staffing Plan (Form EEO-2) submission requirement applies to the workforce proposed for the overall performance of the Agreement, which encompasses both your employees supporting ongoing C-Store and Fuel operations as well as the contractors and subcontractors engaged to perform renovation and construction work.
73	27	RFP Section 2.3.2	Please clarify whether the following existing site hardware/infrastructure assets will remain in situ and transfer to the successful bidder at transition commencement, or whether replacement/new installation should be assumed by the proposer: (i) ATG systems (Veeder-Root), (ii) site controllers such as Verifone FCI, Passport BRCM systems, (iii) fuel price sign price changing hardware such as Everbrite, and (iv) CCTV infrastructure including NVRs and cameras. Please also confirm any bidder responsibilities relating to ownership, maintenance, replacement, or transition of these systems.	The current operators are required to remove all their inventory and cash control systems; and remove all the operator's cash equipment and personal property, including but not limited to proprietary signage and brand identification. All other fixtures and equipment are Authority owned assets and required to remain at the fueling facilities at the expiration of the current fueling agreements.
74	12	RFP Section 2.2.1, A.1.b	The RFP requires fleet-friendly layouts, including pull-through access and queuing space. For MHD EV charging areas, providing these within the existing footprint may significantly reduce available truck parking. Can NYSTA confirm whether these requirements are mandatory for MHD, or if they may be waived or applied flexibly where space constraints limit feasibility?	The Authority provides significant flexibility in where the Proposer implements these requirements. While the primary solution offered by the RFP is preferable, if a particular site's footprint is too constrained to accommodate pull-through access and queuing without severely reducing existing truck parking, the Proposer may either select a different, more accommodating site for that installation or propose an alternative solution at the current site.

Question #	RFP Page #	Section Reference	Bidder Question	Authority Response
75	N/A	N/A	The Issuance of Batch #1 Responses to Written Questions and Addendum #1 for RFP #24C20 included retail figures associated with Mobil kiosk locations only. Will the remaining revenue (and category mix) associated with Sunoco c-store sites also be made available?	The Authority provided all available data related to kiosk and Convenience Store sales. No further information will be provided.
76		RFP Section 2.2.2, C.3	The current operator is conducting remediation activities that are being reimbursed by the Thruway (either 50% or 100%) due to pre-operator releases, will the Thruway continue to reimburse at the same amounts if the current operator is the successful bidder?	The terms of the current agreement and the terms of the RFP apply as applicable.
77		RFP Section	Throughout the RFP, the years of 2027-2030 are referenced for the financial proposal, construction, redevelopment, etc, can you clarify the goal timeline for construction and redevelopment would be through the end of 2030?	The Authority requires completion of all Redevelopment Work within three years following the commencement of the Redevelopment Period. The Authority estimates execution of the Lease Agreement in the Second Quarter of 2027 and completion of the Redevelopment Period by mid/late 2030.
78	29	RFP Section 3.1.1, 1.	May a Table of Contents be included in the proposal and excluded from the page count?	Yes, a table of contents can be included and will be excluded from the page count.
79		RFP Section 3.1.1, 1.	May the cover page, tabs, and subtabs be included and excluded from the page count?	Yes, cover page, tabs and subtabs will be excluded from the page count.
80	29, 33, 34	RFP Sections 3.1.1, 1. and 3.1.2 J & K	May required forms be excluded from the page count?	The required documentation stated RFP Section 3.1.2 (Technical Proposal) paragraphs J (Documentation Regarding Legal Capacity) and K (Other Required Materials) will be excluded from the page count.
81	30	RFP Section 3.1.2, C.	Please confirm whether Paragraph C. Redevelopment Plan is included in, or excluded from, the stated page limits.	Section 3.1.2 (Proposal Content) paragraph C (Redevelopment Plan) is included in the page count.
82	31	RFP Section 3.1.2, F.3.	Please confirm whether resumes are included in, or excluded from, the page count.	Resumes are included in the page count.
83	34	RFP Section 3.1.2, K.	Please confirm where MWBE information should be included within the proposal.	Form EEO-1 (Schedule 11), EEO-2 (Schedule 12) and Contractor Utilization Plan TA-W1022 (Schedule 13) should be included as part of the Technical Proposal as stated in RFP Section 3.1.2 (Technical Proposal) paragraph K (Other Required Materials). These forms are not included in the page count.

Question #	RFP Page #	Section Reference	Bidder Question	Authority Response
84	34	RFP Section 3.1.2, K.	Please confirm where Schedule 11 – Equal Employment Opportunity Policy Statement (Form EEO 1) and Schedule 12 – EEO Staffing Plan (Form EEO 2) should be included within the proposal.	See answer to question 83.
85	34	RFP Section 3.1.2, K.	Please confirm where SDVOB information should be included within the proposal.	See answer to question 83.

NEW YORK STATE | Thruway Authority

KATHY HOCHUL
Governor

ROBERT L. MEGNA
Chair

FRANK G. HOARE, ESQ.
Executive Director

ADDENDUM NO. 2

RFP #24C20
NYSTA Fuel Facilities

June 10, 2026

Notice is hereby given that the following Addendum No. 2 shall be made part of RFP #24C20 issued by the Authority on April 23, 2026, as amended by Addendum No. 1 dated May 22, 2026 (the "RFP").

The purpose of this addendum is to document and incorporate material changes to the above-referenced proposal.

The Authority will accept questions from Proposers, that relate only to the changes in this Addendum, by close of business June 16, 2026. In accordance with RFP Section 1.2 (Key Dates), as modified in Addendum 1, the Authority shall issue Formal Responses to Written Questions on or before June 24, 2026.

Addendum No. 2 consists of the following additions and changes to the RFP:

Change No. 1 – RFP Section 2.2.1 (Required Services), A.1.a is hereby revised to read as follows. Material to be deleted is in ~~strikethrough~~, material to be added is underscored.

A. Redevelopment

1. Reconstruction, Renovation and Other Substantial Improvements

a) Scope of Capital Investment

The Authority seeks Proposers who demonstrate a commitment to long-term asset modernization. The Successful Proposer shall be responsible for a comprehensive Capital Investment Program (CIP) that ensures all Fueling Facilities meet or exceed contemporary industry standards for safety, efficiency, environmental compliance and customer service. This includes, but is not limited to, the total replacement of all Underground Storage Tank (UST) systems (double-walled tanks), associated piping, new high-speed fueling dispensers, canopies, the possible expansion of fueling positions to reduce peak-period congestion, and the aesthetic integration of facilities with the newly redeveloped Service Area buildings. Submersible Turbine Pumps (STPs) shall be installed in more than one of the USTs of a particular grade of fuel to enable them each to pump product to half of the dispensers to protect against fuel outages and ensure high-volume, consistent flow by always having at least one STP per grade operational. **Canopies**[1] shall feature ~~**fire**~~

~~**suppression systems and**~~ LED lighting specifically designed to prevent light pollution, such as glare or sky glow. Fuel dispenser handles shall have splash guards, and nozzle covers. Unavailable fueling dispensers shall have "Out of Service" nozzle covers and 28" heavy duty orange reflective traffic cones for customer safety and protection. All safety items shall be kept in an attractive and usable condition. Proposers are responsible for all traffic control and wayfinding signage within the Fueling Facilities area of responsibility (see Exhibit 5 – Fueling Facilities Area Responsibility Maps) as part of the Initial Improvements or any subsequent construction period. All traffic signs located on driving surfaces shall have bollard protection. The Authority is responsible for all traffic related signage after the Initial Improvements, other than any subsequent construction undertaken at the direction of the Proposer. The Authority is responsible for maintenance of the perimeter fencing, rear access gates, and any guiderail at each Food/Fuel Facilities at all times. New road signs (pylon signage) with LED lighted logos and digital fuel pricing shall be installed and maintained by the Proposer at the Sloatsburg, Ramapo, and New Baltimore Northbound Fueling Facilities as part of the initial improvements. All lighting poles and fixtures within the Fueling Facility Area of Responsibility (see Exhibit 5 - Fueling Facilities Area Responsibility Maps) shall be replaced as part of the CIP and relocated as necessary to satisfy lighting assessment requirements performed during the period of construction of the Initial Improvements ("**Redevelopment Period**"). Any surface mounted tank covers, and spill bucket covers shall be flush with the ground so as not to be damaged by snowplows or pose tripping hazards. It is preferable that tank and spill bucket covers not be placed within marked parking spaces and placed on curbed islands where possible so as not to decrease parking spaces or requiring to be coned off for deliveries. Proposers are advised that the size of the existing fuel kiosks and convenience store buildings cannot be made any larger. However, the existing fuel kiosks and convenience store buildings may be relocated within the fuel operator's Area of Responsibility.

[1] Existing fuel canopies at Clarence and Clifton Springs Service Area can be considered for continued use without replacement, provided the following condition assessment and certification is completed. A comprehensive structural analysis and safety inspection shall be performed by a licensed New York State Professional Engineer. The purpose of this assessment is to determine whether the canopy is in good condition,-structurally sound, safe for public and employee use, and compliant with applicable codes and standards.

The inspection and certification shall include the following:

1. Visual Inspection
2. Review of original as-builts
3. Structural analysis
4. Foundation and anchor evaluation
5. Electrical and fire protection review
6. Code compliance assessment

A certified Engineering Report shall be provided for each canopy and stamped by a NYS Professional Engineer, summarizing the findings outlined above. The certification report shall state the condition of the canopy, whether the canopy is structurally sound, meets applicable codes and standards, has deficiencies, requiring repairs or modifications, meets load requirements and is acceptable for continued service for the duration of the contract.

If the existing fuel canopies at Clarence and Clifton Springs Service Area are retained, they will be held to the same standards as referenced specifically but not limited to section 2.2.1(a)(1)(a).

Change No. 2 – RFP Section 3.1.4 (Financial Proposal), A. is hereby revised to read as follows. Material to be deleted is in ~~strikethrough~~, material to be added is underscored.

A. Proposers are required to submit Exhibit 7 - Financial Proposal as their rental pricing commitment to the Authority for the term of the Lease Agreement as outlined in Section 2.3.3 – Rental Revenue from Operations. Exhibit 7 – Financial proposal is an Excel file and is available here:

~~Exhibit 7 - Financial Proposal~~

Exhibit 7 - Financial Proposal (version 2)

Requirements for completing Exhibit 7 – Financial Proposal:

1. Proposers **shall** complete **all** cells highlighted in green.

2. Cells highlighted in light gray contain calculation formulas and shall not be altered. Any manual adjustments to the formulas or protected cells in Exhibit 7 – Financial Proposal may result in the disqualification of the Proposal.

3. Proposers are required to provide a monthly rent offer for each of the Facilities. For each Fueling Facility, proposers shall provide rent for the following categories:

   Category A: Fuel Sales
   Guaranteed Monthly Fuel Rent | Cents Per Gallon (CPG)

   Category B: Non-Fuel Product Sales
   Guaranteed Monthly Retail Rent | Percentage (%) of Non-Fuel Gross Sales

   Category C: Medium-Heavy Duty EV Charging Station Revenue
   Guaranteed Monthly MHD Charging Rent | Percentage (%) of MHD EV Charging Gross Sales

   Rent will be pro-rated for categories A, B and C for the months each Fueling Facility is closed for the Redevelopment Period. The pro-rated MAG will be automatically calculated in Exhibit 7 – Financial Proposal considering the information entered into the "# of months closed" fields.

4. Proposers may choose to escalate the MAG Rent for Categories A, B and C every five years as delineated in Exhibit 7 – Financial Proposal.

5. Proposers shall complete the **PROJECTED RE-OPENING DATE** field and the **# OF MONTHS CLOSED** fields for 2027-2030. This will automatically calculate the pro-rated MAG for Categories A, B and C in the table below.

6. The **SUMMARY** tab is read-only and generates all values automatically based on the data entered for each Fueling Facility.

7. The Proposer shall print, complete, and execute by a legally authorized representative of the proposing entity. The original signed form is the Proposer's firm and irrevocable offer to the Authority.

-END OF CHANGES-

ADDENDUM NO. 2

PROPOSER ACKNOWLEDGEMENT FORM

Proposers must indicate acknowledgement of the changes for this RFP by completing and submitting this page with their proposal.

Proposers that have already submitted their proposal must indicate acknowledgement of the changes for this RFP by completing and returning this page in time for the Proposal opening.

Envelope should be addressed to:

New York State Thruway Authority
Attn: Purchasing Bureau
200 Southern Blvd.
Albany, NY 12209

Envelope should be clearly marked under the return address with the following information:

RFP #24C20 Addendum No. 2

Keep a copy for your records.

The following must be completed and signed by an authorized person from the firm or corporation:

_____	_____
Firm Name	Area Code &Telephone
_____	_____
Address	City & State
_____	_____
Signature	Date
_____	_____
Print Name	Title

KATHY HOCHUL
Governor

ROBERT L. MEGNA
Chair

FRANK G. HOARE, ESQ.
Executive Director

NOTICE TO PROPOSERS

#24C20 – NYSTA Fuel Facilities

May 22, 2026

Dear Proposer:

Attached are the responses to the written questions previously submitted and Addendum #1 for RFP #24C20.

Thank you for your interest in this project.

Sincerely,

Sarah Normile
Contract Management Specialist 2

Authority Responses to Written Questions
Batch #1
RFP #24C20
NYSTA Fuel Facilities

May 22, 2026

On April 23, 2026, the New York State Thruway Authority ("Authority") issued a Request for Proposals ("RFP") #24C20 for NYSTA Fuel Facilities. Pursuant to the RFP, all prospective Proposers are given an opportunity to submit written questions concerning this RFP to the Authority by June 4, 2026. The Authority will issue responses to questions received in batches with the final batch of responses being issued on or before June 24, 2026.

The Authority received the following questions and is providing the following responses in accordance with Section 1.4 of the RFP. Please note that similar questions have been grouped together to avoid repetition and to facilitate ease of review. **Any question with a blank response indicates that the Authority is still preparing its answer and will provide it at a later time.**

PRE-PROPOSAL CONFERENCE QUESTIONS

Question #	RFP Page #	Section Reference	Bidder Question	Authority Response
1		General	Can the Thruway provide any additional details relating to Historical Merchandise/Non-Fuel Sales for Kiosks & C-Stores	Linked here: Non-Fuel Rent Spreadsheets
2		General	Can the Thruway provide any additional details relating to Surveys, As-Builts, or any AutoCAD files available for the site or individual components of the site (i.e Canopy survey, building floor plans for kiosks/C-Stores/outbuildings)?	Linked here: Service Area As-Builts
3	10	RFP Section 2.2.1 A. 1. a)	The RFP indicates that expansion of the footprint for C Stores and Kiosks is not permitted, but that relocation is allowed. Can you please clarify whether the Thruway intends each structure to maintain its existing square footage only, or if there is flexibility to modify the building's dimensions and floor plan layouts, provided the overall footprint remains consistent?	Modifications are permitted as long as the square footage of the retail footprint is not increased.

Question #	RFP Page #	Section Reference	Bidder Question	Authority Response
4	22	RFP Section 2.2.1 C.	Can the Authority explain how the environmental remediation process is proposed to work, including who is responsible for the cost associated with pre-existing environmental contamination that are already known and have been identified in the schedules to the RFP. Is the Authority retaining responsibility for these known environmental issues, and how will the cost and time of remediation be dealt with under the lease. The true extent of the actual contamination and associated cost and time to remediate any contamination cannot be accurately established until the work commences on site.	The Operator will be required to perform any remediation activities required by NYSDEC to address contamination through the lease period. The Authority will be responsible for costs associated with addressing pre-existing environmental contamination unless the contractor has exacerbated on-site conditions or has contributed to the contamination. Given the historic use of the fueling facilities, the Operator should assume that the Fueling Facilities have contamination that may require remediation. The Authority will allow scheduling relief for delays caused by remediation but will not provide monetary relief for delays related to remediation. Between 18 months and 6 months prior to the end of the lease, the Operator will be required to conduct an investigation of environmental conditions. The cost of remediation required by applicable laws and regulations of any contamination found at the Fueling Facilities shall be allocated between the Operator and the Authority with the Operator responsible for at least eighty-five percent (85%) of the remediation costs and NYSTA responsible for no more than fifteen percent (15%) of remediation costs.
5		General	Can the c-store sales figures for the c-stores located on the fueling sites be provided for the last four years please, on a site by site basis.	See answer to Question #1.
6	Exhibit 3 page 45	RFP Exhibit 3, Section 7.06 (C)	Regarding the comment where two in the same direction cannot be closed at the same time for the redevelopment, if 2 cannot be closed in the same direction, that limits us to only being able to work on 2 at a time, right?	No two consecutive fueling facilities in the same direction of travel can be closed at the same time for redevelopment.
7		General	In New Baltimore there are 2 service areas in the same parking lot. Can they be moved so that there's the guard rail of the pumps. on the side of that guardrail and pumps on that side of the guardrail with 1 store?	Yes, as long as all applicable FHWA and Authority rules and regulations are adhered to.
8		General	Does the Thruway want one gas brand for the entire Thruway or would the Thruway prefer multiple?	One major brand.

Question #	RFP Page #	Section Reference	Bidder Question	Authority Response
9	31	RFP Section 3.1.2 F. 3.	Who does the Thruway need resumes from? The RFP mentions resumes are needed from people that are working in operations. Is there a specific amount? What is the requirement for that?	Proposers are required to submit resumes for key management and supervisory personnel who will be directly assigned to provide the requested services to the Authority. This includes the Thruway Director of Fueling Facilities Maintenance and Operations, Division Directors of Fueling Facilities Operations, and Division Directors of Fueling Facilities Maintenance, as is required by Section 2.2.1, Required Services, B.1 Operations and Staffing. A functional equivalent for each title will be accepted
10	37	RFP Section 3.1.4 B.	What financials does the Thruway need from the proposer? Quarterly financials for the past two years, just year-end? What would satisfy that requirement?	Year-end
11	10	RFP Section 2.2.1 A. 1. a)	In the RFP it talks about replacing all canopies and underground storage tanks; if there are any that have been replaced within two years for instance, is that still required to be taken down and replaced 100% like a canopy in Clifton Springs or 10 year old storage tanks?	All underground storage tanks must be replaced. Regarding fuel canopies, more information will be provided at a later date.
12	11	RFP Section 2.2.1 A. 1. b)	The RFP mentions that for the MHDEV charging requirements, there's a minimum of five needed. Is there a preference on which travel plazas should have those? Does the Thruway want it specifically the beginning of the thruway, tiered?	The proposer can select the locations while ensuring the five charging facilities are located within a maximum distance of 200 miles from one another to collectively support a logically connected freight corridor on the Thruway System.
13	Exhibit 3 page 65	RFP Exhibit 3, Article 11	In the RFP it talks about subleasing requiring written prior consent. Do proposers need that prior to the proposal or is the Thruway saying there is absolutely no subleasing?	Subleasing will be allowed by the Lease Agreement. Subleasing will require the Authority's prior written consent. Prior written consent is not required prior to proposal submission.
14	15	RFP Section 2.2.1 B. 1. b)	Is the Thruway looking for these sites to be run as a company OP, or is the Thruway looking for dealers as we call them?	The Authority does not have a preference. However, proposers should refer to RFP Section 2.2.1. Required Services, B. Operational, 1.b for operations and staffing requirements.
15	11	RFP Section 2.2.1 A. 1. b)	Are the charging stations expected to be within the fueling footprint for the drawings or is there flexibility? Can they be in the broader Plaza areas? What restrictions or guidelines go along with that?	

Question #	RFP Page #	Section Reference	Bidder Question	Authority Response
16	13	RFP Section 2.2.1 A.2. a) 1. a)	For enhanced high speed diesel offering the current plan at Seneca, they are located before and to the right of the Applegreen store, that is not part of the fueling facility leased space. So, if the RFP states before the truck parking, but there's no lease space before the truck parking, how would that metric be met?	Per RFP Section 2.2.1 A.2. a), **where space permits**, the truck fueling areas are required to be positioned prior to parking areas to ensure that Commercial Drivers can fuel their vehicles before parking. (Emphasis added)
17			So, anything within our footprint is what you're looking for?	
18	Exhibit 3 page 45	RFP Exhibit 3, Section 7.07 (C) (9)	Does Thruway have any information on utility capacity at each site? So we have an idea whether or not it's even possible to put EV at a certain location.	Assessing utility capacity is the requirement of the Proposer.
19		General	Some of the plazas the Thruway owns additional property. Is there any ability to expand out of the current footprint? Can the existing footprint be expanded?	
20	10	RFP Section 2.2.1 A. 1. a)	On the C stores themselves or the kiosks that are out there, can we expand those or reduce them where we feel appropriate?	Proposers can rebuild, remodel, or reduce the space, but the current square footage cannot be increased.
21	10	RFP Section 2.2.1 A. 1. a)	So, all the fueling assets need to be replaced but there's flexibility in the proposal as it relates to the C store, it does not need to be rebuilt?	Correct.
22	20	RFP Section 2.2.2 B.	Some service Plaza buildings for the turnpike operations that were within the fuel responsibility area, is that expected to be redeveloped? Those buildings kind of like service garages.	Per the RFP, any structure that is not going to be utilized by the operator for the required services shall be removed from the facility.
23	10	RFP Section 2.2.1 A. 1. a)	Can service Plaza buildings, service garages, etc be converted into C stores if they're the same size footprint?	Yes.
24			With respect to the generators, can they be shared with the Plaza? Do they need to be stand alone for the fueling portion?	They are currently shared. There are certain generators that are on the food side and others that are on the fuel side. The successful proposer will be taking over the generators at the fuel facilities as noted in the Exhibit 5 – Fueling Facilities Area Responsibility Maps.
25	38	RFP Section 3.2	For the digital responses, can they be on the same flash drive or you want three different flash drives?	Three separate flash drives.
26		General	What is the timeline when you award to bid?	Anticipated September or October.

Question #	RFP Page #	Section Reference	Bidder Question	Authority Response
27	41	Section 4.3	The RFP also mentioned the highest to lowest in terms of the considering factors, does Thruway actually have weights?	Weights are assigned that are not released in RFP, but we did allow for showing in the RFP what evaluation criteria are the most important.
28	41	Section 4.3	Is there a preference on adding in the percent of sales for the non-fuel products, then adding enhanced diesel offering or whatever changes to the existing setup? Does Thruway prefer we have non-food sales or have the larger A+ locations that we have? Or would it make more sense to add diesel offering which might bring in more rent for the Thruway if we reduce the size and location of the of the C stores, since there are already have C stores in the Applegreen plazas.	Proposers should refer to Article IV – Evaluation of Proposals in the RFP for the importance order of the evaluation criteria.
29	Exhibit 3 page 45	RFP Exhibit 3, Section 7.06 (C)	Other than the consecutive plazas, are there any other construction restrictions we need to be aware of?	It is the responsibility of the proposer to be aware of any rules, regulations, requirements, and laws related to construction. If you have a specific construction related questions regarding the scope of the RFP, please resubmit.
30	Exhibit 3 page 46	RFP Exhibit 3, Article V	When you talked about the M/WBE and the veteran requirements, is that specific to the construction or the ongoing operations?	The MWBE/SDVOB goal requirements have been established for the construction, demolition, replacement, major repair or renovation and related professional services pertaining to the Initial Improvements (including change orders) throughout the life of the Lease Agreement, and on all other phases of the project (including change orders).
31	Exhibit 3 page 46	RFP Exhibit 3, Article V	Does “veteran owned” count as part of the M/WBE/SDVOB part or only Service Disabled?	The MWBE and SDVOB goals must be met separately by firms that hold the respective NYS MWBE or SDVOB certifications.
32		General	Will there be a release attendee list for this conference?	Yes, see attachment titled “Pre-Proposal Conference Attendees.“
33	10	RFP Section 2.2.1	Is it fair to say you want everything brand new and shiny out there? That pretty much kind of simplifies and everything but new dispensers, new canopy, just new LED signs?	Please refer to Section 2.2.1 of the RFP for Required Services.
34		General	All the verbal questions that were given answers, will they be written up and summarized?	Yes.
35		General	Are there any other documents we have to submit before we submit the proposal?	No.

Question #	RFP Page #	Section Reference	Bidder Question	Authority Response
36	17	RFP Section 2.2.1 B. 4.	Will the third party materials testing/ special inspections be responsibility of the successful proposer?	Yes.
37	22	RFP Section 2.2.2 C.	Is there any permitting that has to be done locally or is that all done through you as part of the construction?	As noted in the RFP, the Authority has jurisdiction when it comes to construction. New York State Department of Environmental Conservation permits may be required and will be the responsibility of the Operator.
38	RFP page 19 and Exhibit 3 page 23	RFP Section 2.2.1 B. 5 i) and RFP Exhibit 3, Section 5.11	Will any shared spaces with Applegreen's current electrical rooms, will those utilities need to be moved into the gas station space?	Non-metered utilities currently shared by Applegreen and fuel facility will need to be converted to metered service by the proposer.
39	13	RFP Section 2.2.1 A. 1. e.	Question around the fuel brand, You mentioned that you were looking for one brand. Do you want a major brand, and is that both on the gasoline and the diesel?	Yes, one major brand for all grades of fuel, including diesel.
40	Exhibit 3 page 40	RFP Exhibit 3, Article 7	The RFP requires the construction schedule. What is the process or the flexibility to make adjustments to that, The real world happens and things may need to change. Is there a desired process? Can we, for example, propose plot on ABC, but something happens and we want to switch to XYZ in this particular year.	Article 7 of Exhibit 3 – Key Terms for Agreement addresses Construction Requirements and Construction Schedule.
41		General	Do we anticipate all 27 service areas will have applegreen stand-alone diesel at those?	No, the current Service Area lease only allows for the five locations specifically noted in the RFP.
42	14	Section 2.2.1 B. 1.	Can you provide the other two sites that have been approved for high speed diesel?	Guilderland and Pattersonville.
43	14	Section 2.2.1 B. 1.	Do you still want high speed diesel if we are able to add it at all of them or is it not required?	It is not required.
44	10	RFP Section 2.2.1 A. 1. a)	You said we can choose to demolish the service buildings or even convert them into a C store. Is the actual retail square footage what can't be expanded? If I have a kiosk that's 100 square feet and I want and I have a service building, it's 1000 square feet, I can only demolish the kiosk and have 100 square feet of retail in that service building?	Proposers can rebuild, remodel, or reduce the space, but the current square footage cannot be increased.

QUESTIONS RECEIVED IN WRITING

Question #	RFP Page #	Section Reference	Bidder Question	Authority Response
45	13	Section 2.2.1 A. 2. a)	In order to add an increased high speed diesel presence, via commercial fueling lanes that would include a master and satellite dispenser, are we able to remove 2-3 Truck parking spots at some locations (example Ardsley)	This is allowed per the RFP, however, any additional commercial vehicle parking spaces that can be created would be desirable.
46		General	Is there a requirement for employee parking? Can we move the current employee parking or have employees park in the back parking lots behind the gates?	
47	16	Section 2.2.1 B. 1.	Are vacuums required? Air is required with an inflation gauge, but vacuums are not on the RFP	Vacuums are not required.
48	20	RFP Section 2.2.2 B.	Can we move Thruway light posts to other areas within our leased footprint to make traffic flow safer/ more efficient with proposed additions?	Any light posts within the leased space can be relocated as long as code requirements are met.
49		General	Can we have information on the remediation sheds that are currently at the Warners, Scottsville, and Port Byron travel plazas?	
50	10	RFP Section 2.2.1 A. 1. a)	If a canopy or tank has been recently replaced, is it still required to be replaced again? Example would be Clifton Springs canopy	See response to Question #11.
51	5	RFP Section 1.2	We note that the final date for the Authority's responses to written questions is July 18, 2026, with bid submissions due on July 24, 2026. Given the limited timeframe between these dates and the practical requirements associated with finalizing and printing submission materials, can the Authority consider issuing responses to written questions in an earlier timeframe so that responses can be considered in the bid submission, as some of the question and responses are fundamental to any bid submission.	The Authority will issue responses to questions received in batches with the final batch of responses being issued on or before June 24, 2026.

Question #	RFP Page #	Section Reference	Bidder Question	Authority Response
52	11	RFP Section 2.2.1 A. 1. a)	The RFP references convenience retail and related customer services within the fueling areas. Please confirm whether the RFP requires proposers to provide a standalone kiosk and/or c-store facility within the fuel operator parcel at each Service Area, or whether proposers may propose alternative service delivery models that satisfy the required scope of services and customer support requirements.	Stand-alone kiosks and/or convenience stores are not required per the RFP.
53	27	RFP Section 2.3.2	Can the Authority please confirm that funding into the Renewal and Replacement Reserve Account will only commence during each Lease Year following the Opening Date of the Fueling Facility?	Confirmed.
54	RFP page 35 and RFP Exhibit 6	RFP 3.1.3 and RFP Exhibit 6	Can the Authority please confirm the definition of "Initial Capital Investment"? It is an orphan term.	"Initial Capital Investment" shall mean that portion of the Capital Investment that is allocated to the Initial Improvements during the Redevelopment Period. RFP section 3.1.3 has been revised to add this definition, see Addendum 1.
55	Exhibit 3 page 29	RFP Exhibit 3 Section 6.08(A)	Certain Regulated Site Conditions is not a defined term. Can the Authority please clarify?	The defined term is "Regulated Site Conditions." Certain was only capitalized as part of a sub-title.
56	Exhibit L1 page 3	RFP Exhibit 3, Exhibit L1	Lease Year. Can the Authority please confirm the Lease Year means a calendar year commencing on (and including) January 1 in any year and ending on December 31 in such year? This would mean the first and last Lease Years would be stub years.	Please see the definition of "Lease Year" in RFP Exhibit 3, Exhibit L1 – Definitions..
57	N/A	RFP Exhibit 7	The worksheets within Exhibit 7 - Financial Proposal are missing 2054 and there is a note 2053 will only contain 6 months. Since the contemplated expiry date is June 30, 2054, we would expect the rental terms would also be applicable during this time period. Can the Authority please confirm?	Updates to Exhibit 7 - Financial Proposal will be released in a future addendum.

Question #	RFP Page #	Section Reference	Bidder Question	Authority Response
58	N/A	Exhibit 7	We note that in Exhibit 7 Financial Proposal the entry for projected reopening date and number of months relate to all MAG categories (A, B, and C), however, given there is only one entry to cover all categories, this implies that all services will be closed at the same time. Does the Authority anticipate all services will be closed concurrently or should the pro-rated MAG only link to closure of one service (e.g. fuel)?	
59	22	2.2.2.C.1	Can the Authority explain how the environmental remediation process is proposed to work, including who is responsible for the cost associated with pre-existing environmental contamination that are already known and have been identified in the schedules to the RFP. Is the Authority retaining responsibility for these known environmental issues, and how will the cost and time of remediation be dealt with under the lease. The true extent of the actual contamination and associated cost and time to remediate any contamination cannot be accurately established until the work commences on site.	See response to Question #4.
60	24	2.2.2.C.3	The RFP states that costs associated with operating and maintaining existing on-site remediation systems shall be reimbursed by the Authority "as deemed appropriate," unless the spill resulted from the conduct of the Successful Proposer. Please clarify "as deemed appropriate"?	
61	22	2.2.2.C.1	Please advise if there are any plans to update the phase 1 reports?	No, there are no plans to update.
62	11	2.2.1.A.1.a	The Clifton Springs and Clarence sites appear to be newer canopies without fire suppression installed. If fire suppression at canopies is not a requirement by code, please advise if this can be removed from the RFP requirements.	
63	N/A	N/A	Will the Authority be able to provide legal descriptions of the property / demise suitable to facilitate recording of leasehold mortgages and memoranda of lease?	

Question #	RFP Page #	Section Reference	Bidder Question	Authority Response
64	N/A	N/A	Will the Authority provide historical kiosk and c-store retail sales figures by location for the previous four (4) fiscal years?	See response to Question #1.
65	N/A	N/A	If historical retail sales figures are provided, please clarify whether the Authority will also provide a category sales mix identifying the breakdown of sales by major product category, including whether revenues include agency sales such as lottery, toll pass, or similar third-party transactions.	See response to Question #1.
66	N/A	N/A	Can you provide existing site plans for each fueling facility?	See response to Question #2.

KATHY HOCHUL
Governor

ROBERT L. MEGNA
Chair

FRANK G. HOARE, ESQ.
Executive Director

ADDENDUM NO. 1

RFP #24C20
NYSTA Fuel Facilities

May 22, 2026

Notice is hereby given that the following Addendum No. 1 shall be made part of RFP #24C20 issued by the Authority on April 23, 2026 ("the RFP").

The purpose of this addendum is to document and incorporate material changes to the above-referenced proposal.

Addendum No. 1 consists of the following additions and changes to the RFP

Change No. 1 – Exhibit 2 - April 2019-Dec 2025 Fuel Volumes and Traffic Data is hereby revised and is attached. Revised information is indicated in red text on pages 10 ("AADT All Vehicles 2025") and 11 ("2020-2023 Field Gallons Delivered").

Change No. 2 – RFP "Section 1.2 – Key Dates" is hereby revised to read as follows. Material to be deleted is in ~~strikethrough~~, material to be added is underscored.

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.

Event	Date
RFP Issuance	April 22, 2026
Pre-Proposal Conference & Site Visit Registration	April 22, 2026 – April 30, 2026
Non-Mandatory Pre-Proposal Conference	May 4, 2026
Site Visits / Inspections Begin	May 5, 2026
Site Visits / Inspections End	May 7, 2026
Deadline for Written Questions	~~May 29, 2026~~ June 5, 2026
Formal Responses to Written Questions	~~July 18, 2026~~ June 24, 2026(On or before) *
Proposal Due Date	July 24, 2026 (No later than 3:00 PM EDT)

*It is incumbent upon Proposers to check the Authority's website regularly as formal responses to written questions may be issued in batches

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.

Change No. 3 – RFP "Section 3.1.3 – Capital Proposal" is hereby revised to read as follows. Material to be deleted is in ~~strikethrough~~, material to be added is underscored.

3.1.3 – Capital Proposal

Documentation required by this section will **not** be counted toward the page limit specified in Section 3.1.1 (Proposal Content) above.

Proposers are required to submit Exhibit 6 – Capital Proposal as their Capital Investment Plan and Renewal and Replacement Plan financial commitment over the Term of the Lease Agreement as outlined in Section 2.3.1 – Capital Investment Plan and Section 2.3.2 – Renewal and Replacement Plan. Exhibit 6 – Capital Proposal is an Excel file and is available here:

Exhibit 6 - Capital Proposal

Requirements for completing Exhibit 6 – Capital Proposal:

1. Proposers **shall** complete **all** cells highlighted in green.

2. Cells highlighted in light gray contain calculation formulas and shall not be altered. Any manual adjustments to the formulas or protected cells in Exhibit 6 – Capital Proposal may result in the disqualification of the Proposal.

3. For each of the Fueling Facility locations, enter the Projected opening date (*MM/DD/YYYY*) in the **PROJECTED OPENING DATE** column.

4. In the **INITIAL CAPITAL INVESTMENT** column, enter the proposed Initial Capital Investment for each Fueling Facility. "Initial Capital Investment" shall mean that portion of the Capital Investment that is allocated to the Initial Improvements during the Redevelopment Period.

5. In the **RENEWAL & REPLACEMENT CONTRIBUTION PER YEAR** columns, the Proposer shall enter a percentage of the Initial Capital Investment contributed each year to the Renewal and Replacement Reserve account over the term of the Lease Agreement. 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.
   Proposers can increase and decrease the R&R percentage every five years as delineated in Exhibit 6 - Capital Proposal, but the minimum is ONE PERCENT of the Initial Capital Investment. The percentages as proposed will be firm for the Term of the Lease Agreement

6. The Proposer shall print, complete, and execute by a legally authorized representative of the proposing entity. The original signed form is the Proposer's firm and irrevocable offer to the Authority.

-END OF CHANGES-

ADDENDUM NO. 1

PROPOSER ACKNOWLEDGEMENT FORM

Proposers must indicate acknowledgement of the changes for this RFP by completing and submitting this page with their proposal.

Proposers that have already submitted their proposal must indicate acknowledgement of the changes for this RFP by completing and returning this page in time for the Proposal opening.

Envelope should be addressed to:

New York State Thruway Authority
Attn: Purchasing Bureau
200 Southern Blvd.
Albany, NY 12209

Envelope should be clearly marked under the return address with the following information:

RFP number 24C20 Addendum No. 1

Keep a copy for your records.

The following must be completed and signed by an authorized person from the firm or corporation:

_____	_____
Firm Name	Area Code &Telephone
_____	_____
Address	City & State
_____	_____
Signature	Date
_____	_____
Print Name	Title

RFP #24C20 - Pre-proposal Conference Attendee List

7-Eleven
Applegreen
Brown & Weinraub, PLLC
Cross America Partners
DMI
Global Partners
L&L Property Enterprises
Love’s Travel Stops & Country Stores, Inc
National Bank
Stewart's Shops Corp.
Sunoco LP
Tectonic Engineering

EXHIBIT 2

2019-2025 Traffic Data &
2020-2025 Fuel Volumes

Average Annual Daily Traffic (AADT) by Service Areas

Service Area	NORTHBOUND and WESTBOUND Travelers	Direction	Mile Post	AADT (Two-Way)
Ardsley	Between: Exit 6A (Yonkers Toll Barrier) & Exit 7 (Ardsley) Route: I-87 - NYS Thruway	Northbound	6	48,120
Sloatsburg	Between: Exit 15A (Suffern Rt. 17N) & Exit 16 (Woodbury Toll Barrier) Route: I-87 - NYS Thruway	Northbound	33	93,612
Plattekill	Between: Exit 17 (Newburgh I-84) & Exit 18 (New Paltz) Route: I-87 - NYS Thruway	Northbound	65	44,375
Malden	Between: Exit 20 (Saugerties) & Exit 21 (Catskill) Route: I-87 - NYS Thruway	Northbound	103	37,005
New Baltimore	Between: Exit 21B (Coxsackie) & Exit 21A (Berkshire Section/to Mass Pike) Route: I-87 - NYS Thruway	Northbound & Southbound	127	41,392
Pattersonville	Between: Exit 26 (Schenectady West) & Exit 27 (Amsterdam) Route: I-90 - NYS Thruway	Westbound	168	29,548
Iroquois	Between: Exit 29 (Canajoharie) & Exit 29A (Little Falls) Route: I-90 - NYS Thruway	Westbound	210	23,842
Schuyler	Between: Exit 30 (Herkimer) & Exit 31 (Utica) Route: I-90 - NYS Thruway	Westbound	227	24,222
Chittenango	Between: Exit 34 (Canastota) & Exit 34A (Syracuse I-481) Route: I-90 - NYS Thruway	Westbound	266	40,377
Warners	Between: Exit 39 (Syracuse West) & Exit 40 (Weedsport) Route: I-90 - NYS Thruway	Westbound	292	38,259
Junius Ponds	Between: Exit 41 (Waterloo) & Exit 42 (Geneva) Route: I-90 - NYS Thruway	Westbound	324	36,687
Seneca	Between: Exit 44 (Canandaigua) & Exit 45 (Rochester I-490) Route: I-90 - NYS Thruway	Westbound	350	61,463
Ontario	Between: Exit 46 (Rochester) & Exit 47 (Leroy) Route: I-90 - NYS Thruway	Westbound	376	29,618
Clarence	Between: Exit 48A (Pembroke) & Exit 49 (Depew) Route: I-90 - NYS Thruway	Westbound	412	42,903
Angola	Between: Exit 57A (Eden-Angola) & Exit 58 (Silver Creek) Route: I-90 - NYS Thruway	Eastbound & Westbound	447	27,614

Service Area	EASTBOUND and SOUTHBOUND Travelers	Direction	Mile Post	AADT (Two-Way)
Angola	Between: Exit 57A (Eden-Angola) & Exit 58 (Silver Creek) Route: I-90 - NYS Thruway	Eastbound & Westbound	447	27,614
Pembroke	Between: Exit 48A (Pembroke) & Exit 48 (Batavia) Route: I-90 - NYS Thruway	Eastbound	397	42,507
Scottsville	Between: Exit 47 (Leroy) & Exit 46 (Rochester) Route: I-90 - NYS Thruway	Eastbound	366	29,618
Clifton Springs	Between: Exit 43 (Manchester) & Exit 42 (Geneva) Route: I-90 - NYS Thruway	Eastbound	337	40,471
Port Byron	Between: Exit 41 (Waterloo) & Exit 40 (Weedsport) Route: I-90 - NYS Thruway	Eastbound	310	35,900

Dewitt	Between: Exit 36 (Syracuse I-81) & Exit 35 (Syracuse East) Route: I-90 - NYS Thruway	Eastbound	280	31,890
Oneida	Between: Exit 33 (Verona-Rome) & Exit 32 (Westmoreland-Rome) Route: I-90 - NYS Thruway	Eastbound	244	28,909
Indian Castle	Between: Exit 29A (Little Falls) & Exit 29 (Canajoharie) Route: I-90 - NYS Thruway	Eastbound	210	23,842
Mohawk	Between: Exit 27 (Amsterdam) & Exit 26 (Schenectady West) Route: I-90 - NYS Thruway	Eastbound	172	29,548
Guilderland	Between: Exit 25 (Schenectady East) & Exit 24 (Albany Northway) Route: I-90 - NYS Thruway	Eastbound	153	79,112
New Baltimore	Between: Exit 21B (Coxsackie) & Exit 21A (Berkshire Section/to Mass Pike) Route: I-87 - NYS Thruway	Northbound & Southbound	127	41,392
Ulster	Between: Exit 20 (Saugerties) & Exit 19 (Kingston) Route: I-87 - NYS Thruway	Southbound	96	39,918
Modena	Between: Exit 18 (New Paltz) & Exit 17 (Newburgh I-84) Route: I-87 - NYS Thruway	Southbound	66	44,375
Ramapo	Between: Exit 16 (Woodbury Toll Barrier) & Exit 15A (Suffern Rt. 17N) Route: I-87 - NYS Thruway	Southbound	33	93,612

Notes:

1.) All AADT's are estimated numbers

AADT Trucks and Cars 2019-2023 by Service Areas

Service Area	Thruway Segment	TDS counter	MP Begins	MP Ends	Direction	2019 AADT Cars	2019 AADT Trucks	2020 AADT Cars	2020 AADT Trucks	2021 AADT Cars	2021 AADT Trucks	2022 AADT Cars	2022 AADT Trucks	2023 AADT Cars	2023 AADT Trucks
Ardsley	M6A-M7 Yonkers	**M0055NA(now M0058N Yonkers Gantry)**	5.14	7.84	North	21,831	2,828	34,003	5,767	40,840	6,926	41,189	7,845	42,666	7,529
Sloatsburg	M15A-M16 Woodbury	**M0423N**	31.35	45.2	North	40,039	5,983	30,957	5,896	36,802	7,538	37,735	7,729	38,444	7,874
Ramapo	M15A-M16 Woodbury	**M0362S**	31.35	45.2	South	40,039	5,983	30,957	5,896	36,802	7,538	37,735	7,729	38,445	7,874
Plattekill	M17-M18	**M0647N**	60.1	76.01	North	19,838	3,639	14,741	3,571	17,489	3,582	18,620	3,547	19,828	3,777
Modena	M17-M18	**M0660S**	60.1	76.01	South	18,756	3,440	14,288	3,461	17,489	3,582	18,620	3,547	19,077	3,634
Ulster	M19-M20	**M0981S**	91.37	101.25	South	15,993	3,732	13,070	3,066	15,201	3,566	15,424	3,856	16,636	3,902
Malden	M20-M21	**M1126N**	101.25	113.89	North	15,456	3,626	11,363	3,491	13,863	4,259	12,792	3,930	12,348	3,282
New Baltimore	M21B-M21A	**M1286N & M1285S**	124.53	133.6	North/South	35,003	7,684	24,015	5,271	29,298	6,431	34,054	6,729	33,206	9,095
Guilderland	M24-M25	**M1508E (now ML E149.6 Gantry 24E)**	147.87	153.83	East	35,385	5,575	24,741	3,534	29,592	7,631	30,826	7,706	34,113	6,020
Pattersonville	M26-M27	**M1666W**	162.22	173.59	West	12,383	3,755	9,130	2,427	11,139	2,961	10,763	3,588	11,075	3,692
Mohawk	M26-M27	**M1682E**	162.22	173.59	East	12,375	3,696	9,130	2,427	11,139	2,961	10,763	3,588	11,075	3,692
Iroquois	M29-M29A	**M2094W**	194.1	210.62	West	8,551	2,963	6,455	2,152	7,811	3,191	8,122	3,159	8,363	3,252
Indian Castle	M29-M29A	**M2104E**	194.1	210.62	East	9,309	3,005	6,797	2,266	8,396	3,429	8,772	3,411	8,930	3,473
Schuyler	M30-M31	**M2255W**	219.7	232.85	West	9,193	3,228	6,915	2,305	8,470	3,460	8,541	3,322	8,835	3,436
Oneida	M32-M33	**M2500E**	243.37	252.71	East	12,226	2,579	8,892	2,964	10,217	3,139	10,574	2,983	11,421	3,221
Chittenango	M34-M34A	**M2733W (now ML W 276.1 Gantry 4AW)**	261.9	276.58	West	17,486	3,363	12,130	3,224	13,614	5,035	14,117	4,960	15,399	4,343
Dewitt	M35-M36	**M2818E (now ML E281.3 Gantry 35E)**	278.93	282.93	East	13,102	3,255	8,509	3,147	9,755	4,382	9,960	4,269	10,828	3,609
Warners	M39-M40	**M2945W (now ML W294.6 Gantry 40W)**	289.53	304.19	West	14,580	5,338	9,772	4,188	12,327	5,935	12,822	5,896	13,631	5,567
Port Byron	M40-M41	**M3108E**	304.19	320.41	East	14,688	3,963	9,225	3,953	12,555	4,644	12,931	4,783	13,387	4,951
Junius Ponds	M41-M42	**M3219W**	320.41	327.1	West	15,848	4,066	10,346	4,024	13,960	4,408	12,891	4,297	14,397	4,799
Clifton Springs	M42-M43	**M3375E**	327.1	340.15	East	17,355	4,250	10,887	4,234	14,911	4,709	15,052	5,017	15,758	5,253
Seneca	M44-M45	**M3483W (now ML W348.0 Gantry 45W)**	347.13	350.99	West	27,209	5,303	17,531	4,945	22,760	6,798	23,172	6,922	24,847	6,212
Scottsville	M46-M47	**M3750E (now ML E369.3 Gantry 46E)**	362.44	378.56	East	11,602	3,894	6,767	3,806	8,871	4,777	9,452	4,869	9,982	4,917
Ontario	M46-M47	**M3699W (now ML W369.3 Gantry 47W)**	362.44	378.56	West	11,318	4,104	6,971	3,921	8,951	4,820	9,544	4,917	10,079	4,965
Pembroke	M48-M48A	**M3978E**	390.13	401.72	East	16,633	5,152	8,823	4,345	14,114	5,489	14,106	5,622	14,265	5,547
Clarence	M48A-M49	**M4166W**	401.72	417.27	West	15,228	5,664	11,007	4,945	14,039	6,307	11,809	5,306	15,344	6,894
Angola	M57A-M58	**M4472E & M4470W**	444.87	455.54	East/West	20,467	8,074	13,633	7,836	18,263	8,995	19,071	8,975	20,766	9,329

Notes:

1.) All AADT's are estimated numbers

AADT Passenger Cars & Trucks (% Trucks) 2019-2023 by Service Areas

Service Area	Thruway Segment	TDS counter	MP Begins	MP Ends	Direction	2019 AADT (1 way)	2019 AADT (2 way)	2019 % trucks	2019 AADT Cars	2019 AADT Trucks	2020 AADT (1 way)	2020 AADT (2 way)	2020 % trucks	2020 AADT Cars	2020 AADT Trucks	2021 AADT (1 way)	2021 AADT (2 way)	2021 % trucks	2021 AADT Cars	2021 AADT Trucks	2022 AADT (1 way)	2022 AADT (2 way)	2022 % trucks	2022 AADT Cars	2022 AADT Trucks	2023 AADT (1 way)	2023 AADT (2 way)	2023 % trucks	2023 AADT Cars	2023 AADT Trucks
Ardsley	M6A-M7 Yonkers	**M0055NA(now M0058N Yonkers Gantry)**	5.14	7.84	North	24,659	N/A	11.5%	21,831	2,828	39,770		14.5%	34,003	5,767	47,766		14.5%	40,840	6,926	49,034		16.0%	41,189	7,845	50,195		15.0%	42,666	7,529
Sloatsburg	M15A-M16 Woodbury	**M0423N**	31.35	45.2	North	46,022	N/A	13.0%	40,039	5,983	36,853		16.0%	30,957	5,896	44,340		17.0%	36,802	7,538	45,464		17.0%	37,735	7,729	46,319		17.0%	38,444	7,874
Ramapo	M15A-M16 Woodbury	**M0362S**	31.35	45.2	South	46,022	N/A	13.0%	40,039	5,983	36,853		16.0%	30,957	5,896	44,340		17.0%	36,802	7,538	45,464		17.0%	37,735	7,729	46,319		17.0%	38,445	7,874
Plattekill	M17-M18	**M0647N**	60.1	76.01	North	23,477	N/A	15.5%	19,838	3,639	18,312		19.5%	14,741	3,571	21,071		17.0%	17,489	3,582	22,167		16.0%	18,620	3,547	23,605		16.0%	19,828	3,777
Modena	M17-M18	**M0660S**	60.1	76.01	South	22,196	N/A	15.5%	18,756	3,440	17,749		19.5%	14,288	3,461	21,071		17.0%	17,489	3,582	22,167		16.0%	18,620	3,547	22,711		16.0%	19,077	3,634
Ulster	M19-M20	**M0981S**	91.37	101.25	South	19,725	N/A	18.9%	15,993	3,732	16,136		19.0%	13,070	3,066	18,767		19.0%	15,201	3,566	19,280		20.0%	15,424	3,856	20,538		19.0%	16,636	3,902
Malden	M20-M21	**M1126N**	101.25	113.89	North	19,082	N/A	19.0%	15,456	3,626	14,854		23.5%	11,363	3,491	18,122		23.5%	13,863	4,259	16,722		23.5%	12,792	3,930	15,630		21.0%	12,348	3,282
New Baltimore	M21B-M21A	**M1286N & M1285S**	124.53	133.6	North/South	N/A	42,687	18.0%	35,003	7,684		29,286	18.0%	24,015	5,271		35,729	18.0%	29,298	6,431		40,783	16.5%	34,054	6,729		42,300	21.5%	33,206	9,095
Guilderland	M24-M25	**M1508E (now ML E149.6 Gantry 24E)**	147.87	153.83	East	40,960	N/A	13.6%	35,385	5,575	28,275		12.5%	24,741	3,534	37,223		20.5%	29,592	7,631	38,532		20.0%	30,826	7,706	40,133		15.0%	34,113	6,020
Pattersonville	M26-M27	**M1666W**	162.22	173.59	West	16,138	N/A	23.3%	12,383	3,755	11,557		21.0%	9,130	2,427	14,100		21.0%	11,139	2,961	14,351		25.0%	10,763	3,588	14,766		25.0%	11,075	3,692
Mohawk	M26-M27	**M1682E**	162.22	173.59	East	16,071	N/A	23.0%	12,375	3,696	11,557		21.0%	9,130	2,427	14,100		21.0%	11,139	2,961	14,351		25.0%	10,763	3,588	14,766		25.0%	11,075	3,692
Iroquois	M29-M29A	**M2094W**	194.1	210.62	West	11,514	N/A	25.7%	8,551	2,963	8,606		25.0%	6,455	2,152	11,002		29.0%	7,811	3,191	11,281		28.0%	8,122	3,159	11,615		28.0%	8,363	3,252
Indian Castle	M29-M29A	**M2104E**	194.1	210.62	East	12,314	N/A	24.4%	9,309	3,005	9,062		25.0%	6,797	2,266	11,825		29.0%	8,396	3,429	12,183		28.0%	8,772	3,411	12,403		28.0%	8,930	3,473
Schuyler	M30-M31	**M2255W**	219.7	232.85	West	12,421	N/A	26.0%	9,193	3,228	9,220		25.0%	6,915	2,305	11,930		29.0%	8,470	3,460	11,863		28.0%	8,541	3,322	12,271		28.0%	8,835	3,436
Oneida	M32-M33	**M2500E**	243.37	252.71	East	14,805	N/A	17.4%	12,226	2,579	11,856		25.0%	8,892	2,964	13,356		23.5%	10,217	3,139	13,557		22.0%	10,574	2,983	14,642		22.0%	11,421	3,221
Chittenango	M34-M34A	**M2733W (now ML W 276.1 Gantry 4AW)**	261.9	276.58	West	20,848	N/A	16.1%	17,486	3,363	15,354		21.0%	12,130	3,224	18,649		27.0%	13,614	5,035	19,077		26.0%	14,117	4,960	19,742		22.0%	15,399	4,343
Dewitt	M35-M36	**M2818E (now ML E281.3 Gantry 35E)**	278.93	282.93	East	16,358	N/A	19.9%	13,102	3,255	11,656		27.0%	8,509	3,147	14,137		31.0%	9,755	4,382	14,229		30.0%	9,960	4,269	14,437		25.0%	10,828	3,609
Warners	M39-M40	**M2945W (now ML W294.6 Gantry 40W)**	289.53	304.19	West	19,918	N/A	26.8%	14,580	5,338	13,960		30.0%	9,772	4,188	18,262		32.5%	12,327	5,935	18,718		31.5%	12,822	5,896	19,198		29.0%	13,631	5,567
Port Byron	M40-M41	**M3108E**	304.19	320.41	East	18,651	N/A	21.3%	14,688	3,963	13,178		30.0%	9,225	3,953	17,199		27.0%	12,555	4,644	17,714		27.0%	12,931	4,783	18,338		27.0%	13,387	4,951
Junius Ponds	M41-M42	**M3219W**	320.41	327.1	West	19,914	N/A	20.4%	15,848	4,066	14,370		28.0%	10,346	4,024	18,368		24.0%	13,960	4,408	17,188		25.0%	12,891	4,297	19,196		25.0%	14,397	4,799
Clifton Springs	M42-M43	**M3375E**	327.1	340.15	East	21,604	N/A	19.7%	17,355	4,250	15,121		28.0%	10,887	4,234	19,620		24.0%	14,911	4,709	20,069		25.0%	15,052	5,017	21,011		25.0%	15,758	5,253
Seneca	M44-M45	**M3483W (now ML W348.0 Gantry 45W)**	347.13	350.99	West	32,511	N/A	16.3%	27,209	5,303	22,476		22.0%	17,531	4,945	29,558		23.0%	22,760	6,798	30,094		23.0%	23,172	6,922	31,059		20.0%	24,847	6,212
Scottsville	M46-M47	**M3750E (now ML E369.3 Gantry 46E)**	362.44	378.56	East	15,496	N/A	25.1%	11,602	3,894	10,573		36.0%	6,767	3,806	13,648		35.0%	8,871	4,777	14,321		34.0%	9,452	4,869	14,899		33.0%	9,982	4,917
Ontario	M46-M47	**M3699W (now ML W369.3 Gantry 47W)**	362.44	378.56	West	15,422	N/A	26.6%	11,318	4,104	10,892		36.0%	6,971	3,921	13,771		35.0%	8,951	4,820	14,461		34.0%	9,544	4,917	15,044		33.0%	10,079	4,965
Pembroke	M48-M48A	**M3978E**	390.13	401.72	East	21,785	N/A	23.7%	16,633	5,152	13,168		33.0%	8,823	4,345	19,603		28.0%	14,114	5,489	19,728		28.5%	14,106	5,622	19,812		28.0%	14,265	5,547
Clarence	M48A-M49	**M4166W**	401.72	417.27	West	20,892	N/A	27.1%	15,228	5,664	15,952		31.0%	11,007	4,945	20,346		31.0%	14,039	6,307	17,115		31.0%	11,809	5,306	22,238		31.0%	15,344	6,894
Angola	M57A-M58	**M4472E & M4470W**	444.87	455.54	East/West	N/A	28,541	28.3%	20,467	8,074		21,469	36.5%	13,633	7,836		27,258	33.0%	18,263	8,995		28,046	32.0%	19,071	8,975		30,095	31.0%	20,766	9,329

Notes:

1.) All AADT's are estimated numbers

AADT All Vehicles 2019-2023

Thruway Segment	TDS with access to rest area	TDS w/o access to rest area	MP Begins	MP Ends	Direction	2019 AADT (1 way)	2019 AADT (2 way)	2020 AADT (1 way)	2020 AADT (2 way)	2021 AADT (1 way)	2021 AADT (2 way)	2022 AADT (1 way)	2022 AADT (2 way)	2023 AADT (1 way)	2023 AADT (2 way)
M6A-M7 Yonkers	M0055NA(now M0058N Yonkers Gantry)	M0055SA (now M0058S Yonkers Gantry)	5.14	7.84	North	24,659	49,318	39,770	39,770	47,766	47,766	49,034	49,034	50,195	50,195
M15A-M16 Woodbury	M0423N	M0362S	31.35	45.2	North	46,022	92,044	36,853	73,706	44,340	88,680	45,464	90,927	46,319	92,637
M15A-M16 Woodbury	M0362S	M0423N	31.35	45.2	South	46,022	92,044	36,853	73,706	44,340	88,680	45,464	90,927	46,319	92,637
M17-M18	M0647N	M0660S	60.1	76.01	North	23,477	45,673	18,312	36,061	21,071	42,142	22,167	44,334	23,605	46,316
M17-M18	M0660S	M0647N	60.1	76.01	South	22,196	45,673	17,749	36,061	21,071	42,142	22,167	44,334	22,711	46,316
M19-M20	M0981S	M0981N	91.37	101.25	South	19,725	40,459	16,136	32,272	18,767	37,533	19,280	39,514	20,538	41,460
M20-M21	M1126N	M1126S	101.25	113.89	North	19,082	38,164	14,854	29,708	18,122	36,244	16,722	33,443	15,630	31,260
M21B-M21A	M1286N & M1285S	-	124.53	133.6	North/South	N/A	42,687		29,286		35,729		40,783		42,300
M24-M25	M1508E (now ML E149.6 Gantry 24E)	M1505W (now ML W 149.6 Gantry 25W)	147.87	153.83	East	40,960	81,920	28,275	62,811	37,223	73,480	38,532	76,291	40,133	79,143
M26-M27	M1666W	M1682E	162.22	173.59	West	16,138	32,209	11,557	23,114	14,100	28,199	14,351	28,702	14,766	29,532
M26-M27	M1682E	M1666W	162.22	173.59	East	16,071	32,209	11,557	23,114	14,100	28,199	14,351	28,702	14,766	29,532
M29-M29A	M2094W	M2104E	194.1	210.62	West	11,514	23,828	8,606	17,668	11,002	22,827	11,281	23,464	11,615	24,018
M29-M29A	M2104E	M2094W	194.1	210.62	East	12,314	23,828	9,062	17,668	11,825	22,827	12,183	23,464	12,403	24,018
M30-M31	M2255W	M2299E	219.7	232.85	West	12,421	25,142	9,220	18,566	11,930	23,860	11,863	24,106	12,271	24,916
M32-M33	M2500E	M2509W	243.37	252.71	East	14,805	29,907	11,856	23,711	13,356	26,712	13,557	27,597	14,642	29,284
M34-M34A	M2733W (now ML W 276.1 Gantry 4AW)	M2733E (now ML E276.1 Gantry 34E)	261.9	276.58	West	20,848	41,529	15,354	32,879	18,649	37,136	19,077	38,042	19,742	39,281
M35-M36	M2818E (now ML E281.3 Gantry 35E)	M2803W (now MLK W281.3 Gantry 36W)	278.93	282.93	East	16,358	32,305	11,656	22,817	14,137	28,338	14,229	28,602	14,437	29,093
M39-M40	M2945W (now ML W294.6 Gantry 40W)	M2945E (now ML E294.6 Gantry 39E)	289.53	304.19	West	19,918	39,854	13,960	28,463	18,262	36,517	18,718	37,389	19,198	38,354
M40-M41	M3108E	M3182W	304.19	320.41	East	18,651	37,031	13,178	27,084	17,199	33,799	17,714	34,791	18,338	36,114
M41-M42	M3219W	M3231E	320.41	327.1	West	19,914	39,624	14,370	28,561	18,368	36,736	17,188	37,636	19,196	38,279
M42-M43	M3375E	M3303W	327.1	340.15	East	21,604	42,984	15,121	30,608	19,620	39,240	20,069	40,019	21,011	41,204
M44-M45	M3483W (now ML W348.0 Gantry 45W)	M3483E (now ML E348.0 Gantry 44E)	347.13	350.99	West	32,511	62,300	22,476	41,324	29,558	58,663	30,094	59,776	31,059	61,520
M46-M47	M3750E (now ML E369.3 Gantry 46E)	M3699W (now ML W369.3 Gantry 47W)	362.44	378.56	East	15,496	30,918	10,573	21,465	13,648	27,419	14,321	28,782	14,899	29,943
M46-M47	M3699W (now ML W369.3 Gantry 47W)	M3750E (now ML E369.3 Gantry 46E)	362.44	378.56	West	15,422	30,918	10,892	21,465	13,771	27,419	14,461	28,782	15,044	29,943
M48-M48A	M3978E	M3918W	390.13	401.72	East	21,785	43,537	13,168	28,269	19,603	39,206	19,728	39,665	19,812	40,689
M48A-M49	M4166W	M4166E	401.72	417.27	West	20,892	41,784	15,952	31,903	20,346	40,692	17,115	34,230	22,238	44,475
M57A-M58	M4472E & M4470W	-	444.87	455.54	East/West	N/A	28,541		21,469		27,258		28,046		30,095

Notes:

1.) All AADT's are estimated numbers

AADT Trucks and Cars 2024 by Service Areas

Service Area	Thruway Segment	TDS counter	MP Begins	MP Ends	Direction	2024 AADT Cars	2024 AADT Trucks
Ardsley	M6A-M7 Yonkers	**M0055NA(now M0058N Yonkers Gantry)**	5.14	7.84	North	43,370	7,654
Sloatsburg	M15A-M16 Woodbury	**M0423N**	31.35	45.2	North	38,516	7,889
Ramapo	M15A-M16 Woodbury	**M0362S**	31.35	45.2	South	38,516	7,889
Plattekill	M17-M18	**M0647N**	60.1	76.01	North	23,404	5,137
Modena	M17-M18	**M0660S**	60.1	76.01	South	18,302	4,018
Ulster	M19-M20	**M0981S**	91.37	101.25	South	17,030	3,995
Malden	M20-M21	**M1126N**	101.25	113.89	North	12,348	3,282
New Baltimore	M21B-M21A	**M1286N & M1285S**	124.53	133.6	North/South	33,476	9,169
Guilderland	M24-M25	**M1508E (now ML E149.6 Gantry 24E)**	147.87	153.83	East	34,757	6,134
Pattersonville	M26-M27	**M1666W**	162.22	173.59	West	13,075	3,476
Mohawk	M26-M27	**M1682E**	162.22	173.59	East	13,075	3,476
Iroquois	M29-M29A	**M2094W**	194.1	210.62	West	8,379	3,258
Indian Castle	M29-M29A	**M2104E**	194.1	210.62	East	8,868	3,449
Schuyler	M30-M31	**M2255W**	219.7	232.85	West	9,098	3,280
Oneida	M32-M33	**M2500E**	243.37	252.71	East	12,249	2,873
Chittenango	M34-M34A	**M2733W (now ML W 276.1 Gantry 4AW)**	261.9	276.58	West	16,570	3,274
Dewitt	M35-M36	**M2818E (now ML E281.3 Gantry 35E)**	278.93	282.93	East	12,550	2,570
Warners	M39-M40	**M2945W (now ML W294.6 Gantry 40W)**	289.53	304.19	West	15,402	4,094
Port Byron	M40-M41	**M3108E**	304.19	320.41	East	13,487	4,989
Junius Ponds	M41-M42	**M3219W**	320.41	327.1	West	14,979	4,225
Clifton Springs	M42-M43	**M3375E**	327.1	340.15	East	17,201	4,851
Seneca	M44-M45	**M3483W (now ML W348.0 Gantry 45W)**	347.13	350.99	West	25,190	6,297
Scottsville	M46-M47	**M3750E (now ML E369.3 Gantry 46E)**	362.44	378.56	East	9,902	5,332
Ontario	M46-M47	**M3699W (now ML W369.3 Gantry 47W)**	362.44	378.56	West	9,768	5,260
Pembroke	M48-M48A	**M3978E**	390.13	401.72	East	16,660	5,261
Clarence	M48A-M49	**M4166W**	401.72	417.27	West	15,250	6,852
Angola	M57A-M58	**M4472E & M4470W**	444.87	455.54	East/West	19,836	7,337

Notes:

1.) All AADT's are estimated numbers

AADT Passenger Cars & Trucks (% Truck) 2024 by Service Areas

Service Area	Thruway Segment	TDS counter	MP Begins	MP Ends	Direction	2024 AADT (1 way)	2024 AADT (2 way)	2024 % trucks	2024 AADT Cars	2024 AADT Trucks
Ardsley	M6A-M7 Yonkers	**M0055NA(now M0058N Yonkers Gantry)**	5.14	7.84	North	51,024		15.0%	43,370	7,654
Sloatsburg	M15A-M16 Woodbury	**M0423N**	31.35	45.2	North	46,405		17.0%	38,516	7,889
Ramapo	M15A-M16 Woodbury	**M0362S**	31.35	45.2	South	46,405		17.0%	38,516	7,889
Plattekill	M17-M18	**M0647N**	60.1	76.01	North	28,541		18.0%	23,404	5,137
Modena	M17-M18	**M0660S**	60.1	76.01	South	22,320		18.0%	18,302	4,018
Ulster	M19-M20	**M0981S**	91.37	101.25	South	21,025		19.0%	17,030	3,995
Malden	M20-M21	**M1126N**	101.25	113.89	North	15,630		21.0%	12,348	3,282
New Baltimore	M21B-M21A	**M1286N & M1285S**	124.53	133.6	North/South		42,645	21.5%	33,476	9,169
Guilderland	M24-M25	**M1508E (now ML E149.6 Gantry 24E)**	147.87	153.83	East	40,890		15.0%	34,757	6,134
Pattersonville	M26-M27	**M1666W**	162.22	173.59	West	16,551		21.0%	13,075	3,476
Mohawk	M26-M27	**M1682E**	162.22	173.59	East	16,551		21.0%	13,075	3,476
Iroquois	M29-M29A	**M2094W**	194.1	210.62	West	11,637		28.0%	8,379	3,258
Indian Castle	M29-M29A	**M2104E**	194.1	210.62	East	12,317		28.0%	8,868	3,449
Schuyler	M30-M31	**M2255W**	219.7	232.85	West	12,378		26.5%	9,098	3,280
Oneida	M32-M33	**M2500E**	243.37	252.71	East	15,122		19.0%	12,249	2,873
Chittenango	M34-M34A	**M2733W (now ML W 276.1 Gantry 4AW)**	261.9	276.58	West	19,844		16.5%	16,570	3,274
Dewitt	M35-M36	**M2818E (now ML E281.3 Gantry 35E)**	278.93	282.93	East	15,120		17.0%	12,550	2,570
Warners	M39-M40	**M2945W (now ML W294.6 Gantry 40W)**	289.53	304.19	West	19,496		21.0%	15,402	4,094
Port Byron	M40-M41	**M3108E**	304.19	320.41	East	18,476		27.0%	13,487	4,989
Junius Ponds	M41-M42	**M3219W**	320.41	327.1	West	19,204		22.0%	14,979	4,225
Clifton Springs	M42-M43	**M3375E**	327.1	340.15	East	22,052		22.0%	17,201	4,851
Seneca	M44-M45	**M3483W (now ML W348.0 Gantry 45W)**	347.13	350.99	West	31,487		20.0%	25,190	6,297
Scottsville	M46-M47	**M3750E (now ML E369.3 Gantry 46E)**	362.44	378.56	East	15,234		35.0%	9,902	5,332
Ontario	M46-M47	**M3699W (now ML W369.3 Gantry 47W)**	362.44	378.56	West	15,028		35.0%	9,768	5,260
Pembroke	M48-M48A	**M3978E**	390.13	401.72	East	21,921		24.0%	16,660	5,261
Clarence	M48A-M49	**M4166W**	401.72	417.27	West	22,102		31.0%	15,250	6,852
Angola	M57A-M58	**M4472E & M4470W**	444.87	455.54	East/West		27,173	27.0%	19,836	7,337

Notes:

1.) All AADT's are estimated numbers

AADT All Vehicles 2024

Service Area	Thruway Segment	TDS with access to rest area	TDS w/o access to rest area	MP Begins	MP Ends	Direction	2024 AADT (1 way)	2024 AADT (2 way)
Ardsley	M6A-M7 Yonkers	**M0055NA(now M0058N Yonkers Gantry)**	**M0055SA (now M0058S Yonkers Gantry)**	5.14	7.84	North	51,024	51,024
Sloatsburg	M15A-M16 Woodbury	**M0423N**	**M0362S**	31.35	45.2	North	46,405	92,809
Ramapo	M15A-M16 Woodbury	**M0362S**	**M0423N**	31.35	45.2	South	46,405	92,809
Plattekill	M17-M18	**M0647N**	**M0660S**	60.1	76.01	North	28,541	50,861
Modena	M17-M18	**M0660S**	**M0647N**	60.1	76.01	South	22,320	50,861
Ulster	M19-M20	**M0981S**	**M0981N**	91.37	101.25	South	21,025	42,050
Malden	M20-M21	**M1126N**	**M1126S**	101.25	113.89	North	15,630	31,260
New Baltimore	M21B-M21A	**M1286N & M1285S**	-	124.53	133.6	North/South		42,645
Guilderland	M24-M25	**M1508E (now ML E149.6 Gantry 24E)**	**M1505W (now ML W 149.6 Gantry 25W)**	147.87	153.83	East	40,890	80,749
Pattersonville	M26-M27	**M1666W**	**M1682E**	162.22	173.59	West	16,551	33,102
Mohawk	M26-M27	**M1682E**	**M1666W**	162.22	173.59	East	16,551	33,102
Iroquois	M29-M29A	**M2094W**	**M2104E**	194.1	210.62	West	11,637	23,954
Indian Castle	M29-M29A	**M2104E**	**M2094W**	194.1	210.62	East	12,317	23,954
Schuyler	M30-M31	**M2255W**	**M2299E**	219.7	232.85	West	12,378	25,047
Oneida	M32-M33	**M2500E**	**M2509W**	243.37	252.71	East	15,122	30,244
Chittenango	M34-M34A	**M2733W (now ML W 276.1 Gantry 4AW)**	**M2733E (now ML E276.1 Gantry 34E)**	261.9	276.58	West	19,844	39,388
Dewitt	M35-M36	**M2818E (now ML E281.3 Gantry 35E)**	**M2803W (now MLK W281.3 Gantry 36W)**	278.93	282.93	East	15,120	30,225
Warners	M39-M40	**M2945W (now ML W294.6 Gantry 40W)**	**M2945E (now ML E294.6 Gantry 39E)**	289.53	304.19	West	19,496	38,940
Port Byron	M40-M41	**M3108E**	**M3182W**	304.19	320.41	East	18,476	36,661
Junius Ponds	M41-M42	**M3219W**	**M3231E**	320.41	327.1	West	19,204	38,547
Clifton Springs	M42-M43	**M3375E**	**M3303W**	327.1	340.15	East	22,052	42,866
Seneca	M44-M45	**M3483W (now ML W348.0 Gantry 45W)**	**M3483E (now ML E348.0 Gantry 44E)**	347.13	350.99	West	31,487	62,212
Scottsville	M46-M47	**M3750E (now ML E369.3 Gantry 46E)**	**M3699W (now ML W369.3 Gantry 47W)**	362.44	378.56	East	15,234	30,262
Ontario	M46-M47	**M3699W (now ML W369.3 Gantry 47W)**	**M3750E (now ML E369.3 Gantry 46E)**	362.44	378.56	West	15,028	30,262
Pembroke	M48-M48A	**M3978E**	**M3918W**	390.13	401.72	East	21,921	43,842
Clarence	M48A-M49	**M4166W**	**M4166E**	401.72	417.27	West	22,102	44,363
Angola	M57A-M58	**M4472E & M4470W**	-	444.87	455.54	East/West		27,173

Notes:

1.) All AADT's are estimated numbers

AADT All Vehicles 2025

Service Area	Thruway Segment	TDS with access to rest area	TDS w/out access to rest area	MP Begins	MP Ends	Direction	2025 AADT (1 way)	2025 AADT (2-way)
Ardsley	M6A-M7 Yonkers	**M0055NA(now M0058N Yonkers Gantry)**	**M0055SA (now M0058S Yonkers Gantry)**	5.14	7.84	North	49,667	
Sloatsburg	M15A-M16 Woodbury	**M0423N**	**M0362S**	31.35	45.2	North	49,499	
Ramapo	M15A-M16 Woodbury	**M0362S**	**M0423N**	31.35	45.2	South	52,771	
Plattekill	M17-M18	**M0647N**	**M0660S**	60.1	76.01	North	22,087	
Modena	M17-M18	**M0660S**	**M0647N**	60.1	76.01	South	20,226	
Ulster	M19-M20	**M0981S**	**M0981N**	91.37	101.25	South	15,600	
Malden	M20-M21	**M1126N**	**M1126S**	101.25	113.89	North	13,215	
New Baltimore	M21B-M21A	**M1286N & M1285S**	-	124.53	133.6	North/South		44,567
Guilderland	M24-M25	**M1508E (now ML E149.6 Gantry 24E)**	**M1505W (now ML W 149.6 Gantry 25W)**	147.87	153.83	East	41,026	
Pattersonville	M26-M27	**M1666W**	**M1682E**	162.22	173.59	West	16,101	
Mohawk	M26-M27	**M1682E**	**M1666W**	162.22	173.59	East	15,355	
Iroquois	M29-M29A	**M2094W**	**M2104E**	194.1	210.62	West	12,096	
Indian Castle	M29-M29A	**M2104E**	**M2094W**	194.1	210.62	East	12,069	
Schuyler	M30-M31	**M2255W**	**M2299E**	219.7	232.85	West	12,126	
Oneida	M32-M33	**M2500E**	**M2509W**	243.37	252.71	East	14,201	
Chittenango	M34-M34A	**M2733W (now ML W 276.1 Gantry 4AW)**	**M2733E (now ML E276.1 Gantry 34E)**	261.9	276.58	West	19,600	
Dewitt	M35-M36	**M2818E (now ML E281.3 Gantry 35E)**	**M2803W (now MLK W281.3 Gantry 36W)**	278.93	282.93	East	15,800	
Warners	M39-M40	**M2945W (now ML W294.6 Gantry 40W)**	**M2945E (now ML E294.6 Gantry 39E)**	289.53	304.19	West	19,225	
Port Byron	M40-M41	**M3108E**	**M3182W**	304.19	320.41	East	18,170	
Junius Ponds	M41-M42	**M3219W**	**M3231E**	320.41	327.1	West	19,204	
Clifton Springs	M42-M43	**M3375E**	**M3303W**	327.1	340.15	East	20,505	
Seneca	M44-M45	**M3483W (now ML W348.0 Gantry 45W)**	**M3483E (now ML E348.0 Gantry 44E)**	347.13	350.99	West	30,430	
Scottsville	M46-M47	**M3750E (now ML E369.3 Gantry 46E)**	**M3699W (now ML W369.3 Gantry 47W)**	362.44	378.56	East	14,900	
Ontario	M46-M47	**M3699W (now ML W369.3 Gantry 47W)**	**M3750E (now ML E369.3 Gantry 46E)**	362.44	378.56	West	15,025	
Pembroke	M48-M48A	**M3978E**	**M3918W**	390.13	401.72	East	24,200	
Clarence	M48A-M49	**M4166W**	**M4166E**	401.72	417.27	West	25,575	
Angola	M57A-M58	**M4472E & M4470W**	-	444.87	455.54	East/West		32,767

Notes:

1.) All AADT's are estimated numbers

Revised 5/22/2026

2020 - 2023 Fuel Gallons Delivered

Site Name	2020			2021			2022			2023		
	Gasoline Total	Diesel Total	Combined Total	Gasoline Total	Diesel Total	Combined Total	Gasoline Total	Diesel Total	Combined Total	Gasoline Total	Diesel Total	Combined Total
ARDSLEY	787,162	419,850	1,207,012	858,984	523,632	1,382,616	587,821	476,378	1,064,199	890,073	409,871	1,299,944
SLOATSBURG	1,938,528	385,422	2,323,950	2,389,427	496,302	2,885,729	2,455,180	486,695	2,941,875	2,103,683	349,922	2,453,605
RAMAPO	1,750,545	308,254	2,058,799	2,298,654	424,935	2,723,589	2,317,047	425,839	2,742,886	1,670,497	308,965	1,979,462
PLATTEKILL	1,979,431	339,900	2,319,331	2,014,720	460,505	2,475,225	1,472,205	371,605	1,843,810	2,495,624	356,703	2,852,327
MODENA	1,875,125	300,911	2,176,036	2,186,832	395,470	2,582,302	2,079,370	357,614	2,436,984	2,209,233	339,370	2,548,603
ULSTER	1,534,600	477,073	2,011,673	2,049,561	577,363	2,626,924	2,454,426	539,441	2,993,867	1,692,156	410,736	2,102,892
MALDEN	1,644,064	319,297	1,963,361	2,248,281	336,982	2,585,263	2,482,323	356,259	2,838,582	1,525,537	206,208	1,731,745
NEW BALTIMORE NORTH	713,503	100,503	814,006	705,015	103,598	808,613	521,325	80,385	601,710	929,792	92,276	1,022,068
NEW BALTIMORE SOUTH	1,810,719	196,899	2,007,618	1,732,476	236,800	1,969,276	1,333,349	187,512	1,520,861	2,188,638	209,882	2,398,520
GUILDERLAND	1,063,604	219,500	1,283,104	1,563,036	302,016	1,865,052	1,416,587	359,245	1,775,832	1,050,558	215,141	1,265,699
PATTERSONVILLE	1,708,801	242,491	1,951,292	2,589,873	307,148	2,897,021	2,340,171	344,717	2,684,888	1,941,284	233,930	2,175,214
MOHAWK	1,077,312	183,637	1,260,949	1,668,140	262,285	1,930,425	1,599,833	217,995	1,817,828	941,210	133,197	1,074,407
IROQUOIS	1,326,650	232,516	1,559,166	1,454,153	276,891	1,731,044	903,359	205,721	1,109,080	2,353,008	238,660	2,591,668
INDIAN CASTLE	1,245,703	233,041	1,478,744	1,889,737	312,050	2,201,787	1,483,775	279,208	1,762,983	2,484,552	274,362	2,758,914
SCHUYLER	787,494	125,601	913,095	1,153,538	163,502	1,317,040	1,659,102	213,739	1,872,841	607,921	104,066	711,987
ONEIDA	1,361,450	297,450	1,658,900	1,868,805	375,887	2,244,692	1,499,604	282,100	1,781,704	942,215	177,956	1,120,171
CHITTENANGO	1,484,816	348,296	1,833,112	1,457,206	366,428	1,823,634	1,285,155	281,503	1,566,658	2,181,903	287,800	2,469,703
DEWITT	820,111	152,497	972,608	1,063,697	226,908	1,290,605	1,069,563	188,199	1,257,762	1,235,387	154,298	1,389,685
WARNERS	1,492,850	245,793	1,738,643	2,337,087	299,298	2,636,385	2,433,841	277,016	2,710,857	1,040,616	124,093	1,164,709
PORT BYRON	1,176,125	209,898	1,386,023	1,900,513	284,648	2,185,161	1,931,451	244,173	2,175,624	907,875	133,498	1,041,373
JUNIUS PONDS	1,456,498	289,198	1,745,696	1,499,703	296,093	1,795,796	1,253,260	193,732	1,446,992	2,475,430	219,956	2,695,386
CLIFTON SPRINGS	1,598,458	276,537	1,874,995	1,598,851	322,357	1,921,208	1,147,240	237,811	1,385,051	2,490,125	267,514	2,757,639
SENECA	1,133,500	226,800	1,360,300	1,717,700	261,470	1,979,170	1,583,028	249,100	1,832,128	1,026,120	189,455	1,215,575
SCOTTSVILLE	1,068,150	174,150	1,242,300	1,806,597	212,100	2,018,697	2,029,695	243,338	2,273,033	1,385,107	161,970	1,547,077
ONTARIO	1,193,422	234,815	1,428,237	1,484,329	296,151	1,780,480	1,809,265	277,718	2,086,983	1,536,183	192,473	1,728,656
PEMBROKE	1,732,256	267,022	1,999,278	1,774,022	286,133	2,060,155	1,346,673	210,461	1,557,134	2,350,456	204,827	2,555,283
CLARENCE	1,333,631	234,107	1,567,738	1,663,878	264,409	1,928,287	1,375,836	230,002	1,605,838	2,250,700	242,489	2,493,189
ANGOLA WEST	1,229,272	209,874	1,439,146	1,810,828	319,092	2,129,920	1,855,594	261,257	2,116,851	1,390,003	202,529	1,592,532
ANGOLA EAST	1,462,143	195,786	1,657,929	1,998,120	290,889	2,289,009	2,052,019	229,436	2,281,455	1,688,881	167,467	1,856,348
Grand Totals:	39,785,923	7,447,118	47,233,041	50,783,763	9,281,342	60,065,105	47,778,097	8,308,199	56,086,296	47,984,767	6,609,614	54,594,381

Revised 5/22/2026

2024 Fuel Gallons Delivered

	January to March		April		May		June		July		August		September		October		November		December		2024		
Site Name	Gasoline	Diesel	Gasoline	Diesel	Gasoline	Diesel	Gasoline	Diesel	Gasoline	Diesel	Gasoline	Diesel	Gasoline	Diesel	Gasoline	Diesel	Gasoline	Diesel	Gasoline	Diesel	Gasoline Total	Diesel Total	Combined Total
ARDSLEY	240,805	103,511	90,424	39,733	108,730	46,803	98,507	41,755	110,506	43,275	104,704	34,887	90,195	36,176	113,163	40,777	89,719	40,032	94,813	37,823	1,141,566	464,772	1,606,338
SLOATSBURG	342,902	74,796	135,586	27,755	127,443	27,190	151,917	33,857	181,099	32,224	165,986	28,011	167,979	27,611	214,869	31,328	208,668	29,215	245,035	33,425	1,941,484	345,412	2,286,896
RAMAPO	324,790	60,306	124,003	27,238	152,534	23,511	156,217	30,521	273,099	33,227	277,329	33,083	240,167	33,584	284,213	36,913	236,813	30,911	257,355	33,725	2,326,520	343,019	2,669,539
PLATTEKILL	715,615	89,521	268,412	29,273	273,455	33,182	287,438	37,205	343,397	32,542	348,646	37,059	211,434	28,320	233,822	31,852	181,016	21,731	235,805	24,263	3,099,040	364,948	3,463,988
MODENA	528,163	79,765	171,968	21,028	177,215	25,309	193,901	31,718	233,537	28,963	219,163	28,038	126,013	28,123	144,800	25,335	112,834	21,321	96,100	16,301	2,003,694	305,901	2,309,595
ULSTER	206,845	69,890	63,671	15,181	87,008	23,661	50,097	19,289	94,366	26,854	119,027	25,835	74,104	25,147	97,086	27,028	108,499	29,335	171,460	33,625	1,072,163	295,845	1,368,008
MALDEN	210,315	39,659	82,905	15,500	73,307	14,999	75,054	16,000	97,308	17,999	105,916	19,500	68,406	12,100	116,564	20,002	130,918	17,990	153,460	16,999	1,114,153	190,748	1,304,901
NEW BALTIMORE NORTH	297,756	22,499	116,268	8,001	105,112	10,499	114,563	9,501	170,889	12,439	161,648	13,000	92,700	7,850	93,912	7,000	51,410	5,000	85,009	6,000	1,289,267	101,789	1,391,056
NEW BALTIMORE SOUTH	626,780	61,998	229,686	20,900	218,921	21,387	242,286	22,484	325,203	25,100	320,886	27,000	232,162	21,399	239,618	23,001	195,364	21,000	225,152	18,479	2,856,058	262,748	3,118,806
GUILDERLAND	146,707	41,950	71,208	16,500	126,913	16,000	170,211	25,500	208,596	25,501	206,196	24,701	160,991	22,999	162,888	20,001	139,868	20,536	137,886	14,480	1,531,464	228,168	1,759,632
PATTERSONVILLE	256,257	43,451	110,181	15,500	114,610	12,000	108,402	15,500	149,013	14,500	153,023	19,749	136,719	13,000	217,564	23,998	185,876	21,350	183,606	16,485	1,615,251	195,533	1,810,784
MOHAWK	182,382	25,489	97,995	11,500	61,513	5,000	50,006	6,499	71,040	9,339	79,662	10,480	47,508	8,000	69,490	8,502	50,009	6,990	39,507	6,000	749,112	97,799	846,911
IROQUOIS	470,922	55,799	226,336	21,400	233,424	16,001	260,749	18,500	338,055	27,000	335,752	24,000	211,727	23,157	186,504	19,500	147,793	14,500	137,882	13,490	2,549,144	233,347	2,782,491
INDIAN CASTLE	341,643	48,997	143,516	21,500	166,801	20,000	198,582	22,490	236,426	27,889	243,432	31,887	177,216	24,999	201,114	25,995	146,087	24,980	163,986	15,965	2,018,803	264,702	2,283,505
SCHUYLER	154,517	25,999	77,608	10,589	80,514	9,000	84,018	8,000	124,913	15,000	114,614	12,500	88,023	10,543	89,517	10,500	76,517	11,500	63,515	5,000	953,756	118,631	1,072,387
ONEIDA	346,001	55,100	181,478	21,562	185,523	19,388	214,860	23,130	242,983	24,457	263,775	26,285	191,997	22,247	168,906	18,433	153,139	19,582	160,454	15,364	2,109,116	245,548	2,354,664
CHITTENANGO	460,702	63,703	142,731	17,799	153,159	17,800	183,843	21,653	226,541	23,174	219,994	23,763	165,384	19,839	178,175	22,530	155,766	17,581	156,340	13,877	2,042,635	241,719	2,284,354
DEWITT	142,199	24,621	34,166	8,236	35,053	3,604	49,065	8,982	54,857	7,145	66,243	8,954	64,215	10,864	94,017	10,908	80,984	13,979	71,000	9,106	691,799	106,399	798,198
WARNERS	211,578	31,000	177,081	15,500	177,993	17,000	203,498	19,000	257,867	20,000	292,500	20,500	190,003	18,500	201,900	20,490	170,200	17,000	174,502	12,000	2,057,122	190,990	2,248,112
PORT BYRON	208,579	32,999	154,931	20,700	194,795	11,284	162,001	14,400	226,186	20,001	229,497	17,000	154,836	16,624	149,650	14,000	121,968	15,000	126,502	11,800	1,728,945	173,808	1,902,753
JUNIUS PONDS	426,867	45,808	140,192	11,574	162,094	14,676	174,242	16,699	221,213	19,981	244,144	24,150	167,290	23,913	177,313	17,502	165,927	13,155	147,005	12,241	2,026,287	199,699	2,225,986
CLIFTON SPRINGS	500,236	68,382	206,834	22,802	185,684	24,701	250,390	22,695	288,293	28,461	274,933	24,070	214,301	25,766	214,106	22,329	195,604	24,928	188,871	19,974	2,519,252	284,108	2,803,360
SENECA	276,850	48,900	128,600	18,000	135,200	18,401	141,567	18,400	203,700	23,900	203,102	22,200	145,900	20,300	151,401	22,500	115,100	13,800	123,400	8,800	1,624,820	215,201	1,840,021
SCOTTSVILLE	131,800	31,135	59,074	10,500	69,902	11,500	97,003	9,800	190,809	20,000	195,244	19,100	135,487	16,635	128,198	14,700	116,572	12,000	108,055	9,500	1,232,144	154,870	1,387,014
ONTARIO	168,397	31,251	78,541	10,729	89,961	13,573	91,574	10,322	123,855	14,543	129,203	15,174	80,511	10,758	163,258	19,713	133,837	14,468	132,761	12,187	1,191,898	152,718	1,344,616
PEMBROKE	528,950	52,814	243,599	21,586	270,566	20,019	315,474	23,631	376,813	28,791	362,007	23,203	271,159	22,953	262,731	22,616	196,154	19,914	285,976	17,370	3,113,429	252,897	3,366,326
CLARENCE	475,949	56,764	224,020	26,513	260,561	23,498	278,180	24,032	369,226	30,665	360,334	28,753	249,252	30,245	235,442	25,031	180,686	21,011	212,592	18,670	2,846,242	285,182	3,131,424
ANGOLA WEST	167,972	43,231	66,684	11,117	77,954	13,146	86,681	10,439	122,205	22,065	113,783	11,913	78,864	14,444	94,249	15,231	63,471	15,648	68,207	9,165	940,070	166,399	1,106,469
ANGOLA EAST	195,537	30,762	111,730	16,068	122,350	14,027	112,912	12,156	163,069	16,369	143,659	16,613	102,968	12,684	101,469	14,313	92,429	11,866	68,640	6,337	1,214,763	151,195	1,365,958
																			Grand Totals:		51,599,997	6,634,095	58,234,092

2025 Fuel Gallons Delivered

Site Name	January		February		March		April		May		June		July		August		September		October		November		December		2025		
	Gasoline	Diesel	Gasoline	Diesel	Gasoline	Diesel	Gasoline	Diesel	Gasoline	Diesel	Gasoline	Diesel	Gasoline	Diesel	Gasoline	Diesel	Gasoline	Diesel	Gasoline	Diesel	Gasoline	Diesel	Gasoline	Diesel	Gasoline Total	Diesel Total	Combined Total
ARDSLEY	71,605	31,992	75,641	36,447	83,744	33,808	91,247	35,971	102,881	39,806	99,051	37,652	94,958	37,924	100,970	40,906	96,586	35,159	102,606	40,099	80,757	29,889	81,213	30,651	1,081,259	430,304	1,511,563
SLOATSBURG	185,776	27,293	183,967	22,519	198,199	31,893	220,437	32,939	256,543	32,537	238,532	32,168	290,647	39,580	293,301	32,290	221,078	34,666	234,544	28,060	222,898	30,494	227,614	27,841	2,773,536	372,280	3,145,816
RAMAPO	222,802	27,476	220,184	26,278	244,568	27,143	224,994	29,412	265,538	29,137	260,632	34,373	331,261	38,596	336,345	38,121	237,062	27,164	272,149	43,158	122,741	30,410	223,306	30,963	2,961,582	382,231	3,343,813
PLATTEKILL	193,453	22,249	178,086	24,985	203,694	30,560	195,344	28,444	223,397	32,108	214,817	30,380	275,554	36,896	283,425	32,271	196,067	30,598	228,190	25,934	193,327	25,889	215,728	26,635	2,601,082	346,949	2,948,031
MODENA	94,953	18,381	93,270	19,386	102,505	18,618	99,012	12,901	87,451	13,759	99,470	20,852	117,717	19,589	127,401	24,364	100,348	20,361	117,629	23,056	141,727	23,178	169,622	24,989	1,351,105	239,434	1,590,539
ULSTER	149,170	31,978	145,758	31,099	149,617	36,388	142,550	30,341	164,227	32,735	178,732	37,252	200,477	40,311	224,725	38,481	161,466	33,010	178,168	37,708	154,864	31,762	166,533	33,085	2,016,287	414,150	2,430,437
MALDEN	142,979	18,279	129,004	17,490	126,506	21,480	140,008	19,999	150,162	20,901	174,010	23,490	197,223	28,201	211,716	28,900	145,211	22,980	168,255	25,921	138,627	19,500	165,307	11,000	1,889,008	258,141	2,147,149
NEW BALTIMORE NORTH	71,241	5,361	64,061	5,299	74,960	7,480	61,982	5,990	72,704	7,486	78,199	7,500	106,454	8,480	118,711	9,000	73,707	6,001	75,396	6,000	60,508	7,000	83,703	6,500	941,626	82,097	1,023,723
NEW BALTIMORE SOUTH	208,082	20,099	191,107	19,002	212,359	22,000	185,098	19,500	217,909	22,900	251,568	21,500	305,983	26,500	335,638	26,000	235,064	20,300	240,659	18,870	208,184	17,502	212,218	18,000	2,803,869	252,173	3,056,042
GUILDERLAND	107,757	18,500	89,515	15,501	89,495	14,490	107,970	16,485	119,881	19,980	142,558	19,475	156,861	26,324	162,811	22,850	137,290	22,990	125,432	20,492	104,990	20,000	117,984	19,000	1,462,544	236,087	1,698,631
PATTERSONVILLE	133,398	14,501	123,213	17,480	159,324	18,036	180,075	18,500	220,330	22,000	219,721	23,980	274,170	29,000	310,092	27,000	219,906	22,500	235,561	24,280	202,897	19,890	187,437	17,990	2,466,124	255,157	2,721,281
MOHAWK	46,006	9,500	48,988	6,520	91,151	10,000	94,596	7,999	124,911	13,595	147,689	14,969	154,007	14,980	177,566	19,000	131,397	16,001	132,663	17,443	106,398	14,970	106,197	10,000	1,361,569	154,977	1,516,546
IROQUOIS	119,100	17,365	86,996	14,000	129,496	15,490	135,880	16,500	171,684	13,500	179,160	17,498	216,215	26,000	238,848	27,000	167,291	21,498	181,696	22,300	157,442	17,500	144,796	15,500	1,928,604	224,151	2,152,755
INDIAN CASTLE	114,776	18,443	96,469	16,991	124,143	20,974	138,304	18,995	176,937	25,985	193,716	25,300	221,048	31,998	240,018	30,000	180,837	31,495	180,165	26,480	154,017	23,380	142,993	17,500	1,963,423	287,541	2,250,964
SCHUYLER	58,509	9,000	48,160	10,000	57,999	7,000	67,970	9,465	77,493	6,450	92,974	10,500	112,015	14,000	122,001	14,500	89,511	11,500	92,471	16,990	79,999	9,000	70,477	8,500	969,579	126,905	1,096,484
ONEIDA	103,146	14,585	93,080	12,906	139,877	18,939	133,158	15,989	176,773	21,129	171,415	23,638	221,183	26,047	243,968	27,160	175,918	23,063	183,186	25,168	148,212	19,666	145,685	14,465	1,935,601	242,755	2,178,356
CHITTENANGO	122,361	17,936	111,230	16,127	155,562	20,173	140,277	17,913	176,138	19,438	182,547	26,047	220,447	26,065	245,479	24,446	173,443	23,348	194,736	26,140	164,552	16,896	155,947	19,347	2,042,719	253,876	2,296,595
DEWITT	56,521	4,758	60,711	8,928	69,623	8,873	75,234	8,144	91,538	13,639	119,442	15,767	125,682	15,532	142,243	15,721	93,665	13,350	104,475	11,809	93,096	11,772	84,868	10,822	1,117,098	139,115	1,256,213
WARNERS	126,127	13,350	103,480	13,000	140,520	15,500	156,823	12,990	189,369	20,000	215,431	18,500	233,389	23,499	278,983	25,779	175,669	20,490	207,390	23,490	178,150	19,490	164,111	11,989	2,169,442	218,077	2,387,519
PORT BYRON	79,000	12,000	80,500	12,000	101,589	14,500	113,980	13,980	147,904	16,500	165,705	17,500	189,431	19,971	210,667	21,900	150,671	20,490	155,951	18,480	109,991	17,000	123,472	15,499	1,628,861	199,820	1,828,681
JUNIUS PONDS	117,561	12,655	98,604	13,481	139,244	16,757	145,858	13,657	170,812	19,194	185,454	18,537	222,608	21,543	232,744	20,774	162,504	17,426	192,686	21,820	152,899	14,801	151,137	16,815	1,972,111	207,460	2,179,571
CLIFTON SPRINGS	159,073	17,220	123,945	17,686	163,828	22,608	175,549	24,311	215,431	24,412	221,072	24,235	267,538	26,374	262,555	23,930	212,416	30,500	232,653	27,401	183,262	29,432	177,785	14,782	2,395,107	282,891	2,677,998
SENECA	95,501	8,900	76,199	6,600	96,900	7,200	113,301	5,500	136,202	7,900	141,100	9,400	172,396	6,700	162,699	7,900	146,602	8,500	133,100	8,400	123,401	8,900	100,000	6,500	1,497,401	92,400	1,589,801
SCOTTSVILLE	70,171	10,000	68,370	13,400	78,851	10,485	102,087	14,485	133,841	15,485	148,406	15,985	170,569	17,000	190,755	20,835	140,178	11,500	133,085	9,000	107,406	6,485	95,371	7,485	1,439,090	152,145	1,591,235
ONTARIO	88,033	12,674	88,514	14,396	107,483	13,738	115,260	11,426	139,303	16,305	156,336	16,168	187,943	21,203	198,973	16,961	146,789	17,346	159,210	17,594	126,609	15,895	140,267	14,853	1,654,720	188,559	1,843,279
PEMBROKE	152,163	18,344	159,767	14,816	178,396	17,338	211,810	18,287	251,233	21,332	248,249	23,795	317,610	28,769	328,988	27,490	237,845	20,417	233,916	25,497	219,875	19,683	196,560	18,109	2,736,412	253,877	2,990,289
CLARENCE	153,515	16,039	133,148	20,698	176,699	18,928	179,272	19,790	210,815	23,142	228,052	24,284	286,973	26,221	275,107	25,001	213,616	18,927	209,700	23,594	209,407	25,419	188,203	18,599	2,464,507	260,642	2,725,149
ANGOLA WEST	39,044	10,786	53,128	12,162	86,297	16,060	124,190	14,388	158,926	22,821	201,340	21,023	236,945	28,766	235,723	21,738	156,549	15,182	183,160	25,542	156,915	18,970	122,614	21,954	1,754,831	229,392	1,984,223
ANGOLA EAST	45,297	3,647	55,596	7,082	111,932	12,553	172,503	18,328	204,352	15,478	215,547	22,712	273,970	24,317	251,539	25,129	176,269	12,805	175,489	19,036	155,539	20,729	127,065	6,773	1,965,098	188,589	2,153,687
																							Grand Totals:		55,344,195	6,972,175	62,316,370

KATHY HOCHUL
Governor

ROBERT L. MEGNA
Chair

FRANK G. HOARE, ESQ.
Executive Director

REQUEST FOR PROPOSAL

ISSUE DATE: April 23, 2026

RFP#:	RFP #24C20 – Fuel Service Facilities Operations	**Inquiries to:**	Sarah Normile Sarah.Normile@thruway.ny.gov 518-436-2740
Due Date & Time of Proposal Submission:	3:00 P.M., July 24, 2026	**Date & Time of Pre-proposal Meeting:**	May 4, 2026 10:00am – 12:00pm
Contract Period:	Commence upon Authority Executive Director approval and shall expire on June 30, 2054.		

INSTRUCTIONS

1. Attach this form to the front of your proposal.

2. Is your firm registered with the NYS Department of Economic Development as a certified Minority and/or Women-Owned Business Enterprise (M/WBE) or with the NYS Office of General Services as a certified Service-Disabled Veteran-owned Business (SDVOB)? ☐ **Yes** ☐ **No**

3. Is your firm proposing a joint venture? ☐ **Yes** ☐ **No**

4. 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	E-mail
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.

Request for Proposals

NYS THRUWAY AUTHORITY FUELING FACILITIES

RFP No:	**24C20**
Request Issued:	**April 23, 2026**
Proposals Due:	**July 24, 2026, by 3PM EDT**

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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 qualified, experienced, and financially secure firms to redevelop, operate and maintain (i.e., design, construct, and finance) **29 Fueling Facilities** (as further described herein) at the 27 Food/Fuel Faculties located along, and immediately accessible from, the New York State Thruway, see Exhibit 1 - NYSTA Fueling Facilities Map. Fueling Facilities is defined as the fueling areas, forecourts, canopies, kiosks, retail buildings, fuel dispensing infrastructure, pavement, striping, signage, utilities and anything else within the Fueling Facility Area of Responsibility (see Exhibit 5 - Fueling Facilities Area Responsibility Maps), unless otherwise specifically noted within this RFP (hereinafter **"Fueling Facilities"**).

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, developing, maintaining and operating a highway system known as 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 highway 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. Additionally, the Thruway operates and maintains the Cross-Westchester Expressway. 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 Fueling Facilities provides essential motorist services and is comprised of 27 Food/Fuel Facility locations 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 details on average daily trips by Fueling Facilities are provided in Exhibit 2 - 2019 – 2025 Traffic Data and 2020-2025 Fuel Volumes.

The Authority intends to enter into a lease agreement ("**Lease Agreement**") for the redevelopment of all Fueling Facilities that will provide fuel, related auto and truck products and services, and select non-fuel retail items. The term of the Lease Agreement (the "**Term**") will commence upon Authority Executive Director approval and shall expire on June 30, 2054, as further described in Exhibit 3 - Key Terms for Agreement. The Authority estimates execution of the Lease Agreement in the Second Quarter of 2027. 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. The Proposer selected by the Authority to enter into a Lease Agreement in accordance with this Request for Proposal (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 Proposal ("**RFP**"). A critical element of this RFP is to identify a Proposer that will redevelop highly visible properties to provide the users of the Thruway with the highest quality fueling services, product quality, and variety in a safe and secure environment. Potential respondents should also consider the fueling requirements of commercial vehicles.

The Successful Proposer will be part of the New York Experience created at the Food/Fuel Facilities with a sense of place that is an authentic part of the surrounding region. The Successful Proposer will constantly improve the customer experience regarding safety and security, authenticity, hospitality, and engagement.

The expectations of this project include the following:

- Provide consistent and reliable service at the Fueling Facilities
- Provide a clean, friendly, and safe environment at the Fueling Facilities.
- Consolidate management and operation of all Fueling Facilities to a single Operator for the purpose of serving as the Authority's sole point of contact responsible for all Contract Services.
- Attract an appropriate level of capital investment by the Successful Proposer to significantly improve the quality and utilization of the Fueling Facilities, 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 will include the scope of the Contract Services as mandated by the solicitation. Further details of terms and conditions that will be set forth in the Lease Agreement are attached hereto as Exhibit 3 - Key Terms for 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.

Event	**Date**
RFP Issuance	April 23, 2026
Pre-Proposal Conference & Site Visit Registration	April 23, 2026 – April 30, 2026
Non-Mandatory Pre-Proposal Conference	May 4, 2026
Site Visits / Inspections Begin	May 5, 2026
Site Visits / Inspections End	May 7, 2026
Deadline for Written Questions	May 29, 2026
Formal Responses to Written Questions	July 18, 2026 (On or before) *
Proposal Due Date	**July 24, 2026 (No later than 3:00 PM EDT)**

*It is incumbent upon Proposers to check the Authority's website regularly as formal responses to written questions may be issued in batches

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 Procurement and the Prohibition of Inappropriate Lobbying Influence (attached hereto as Appendix B). All questions concerning this RFP shall be sent via email to the Authority's contact person Sarah Normile, 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 Appendix B).

Sarah Normile
Contract Management Specialist 2 ("CMS2")
Bureau of Purchasing
New York State Thruway Authority
200 Southern Boulevard
Albany, New York 12209
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Kara Ostrander
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New York State Thruway Authority
200 Southern Boulevard
Albany, New York 12209

Danielle Adams
Director, Bureau of Compliance
New York State Thruway Authority
200 Southern Boulevard
Albany, New York 12209

In the event the contact person Sarah Normile, CMS2, listed above is not available, Proposers may direct their questions to Caitlin Cady at Caitlin.Cady@thruway.ny.gov or Andrew Trombley at Andrew.Trombley@thruway.ny.gov.

Section 1.4 – Pre-Proposal Conference

The Pre-Proposal Conference will be held as follows:

Date:	Monday, May 4, 2026
Time:	10:00am – 12:00pm
Location:	Offices of Greenman-Pedersen, Inc 80 Wolf Road, Suite 600 Albany, NY 12205

All prospective Proposers are strongly encouraged to attend the Pre-Proposal Conference either in person (preferred) or virtually. A prospective Proposer who cannot participate but still wants to submit a Proposal, **shall** execute the release attached to this RFP as Schedule 1 - Pre-Proposal Conference/Site Visit Release and submit as an attachment to the Proposal.

Attendees shall pre-register for the Pre-Proposal Conference and indicate whether they will be attending virtually or in person. Pre-registration shall be sent to the Authority CMS2, identified in Section 1.3 hereof, by phone or email by the deadline specified in Section 1.2 - Key Dates.

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 CMS2, identified in Section 1.3 hereof, no later than Thursday, April 30, 2026, 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.

1.4.1 - Site Visits

From Tuesday May 5, 2026, through Thursday May 7, 2026, the Fueling Facilities will be available for site visits and inspections on a staggered, "open house" basis. The location dates and times are provided below. Each designated Fueling Facility will be open for inspection and staffed by facilitators provided by the Authority. Prospective Proposers will have access to all areas of the retail building, forecourt, and grounds for inspection. No questions will be answered during the site visits. Any questions should be submitted in writing to the Authority CMS2, identified in Section 1.3 hereof. Proposers may not interfere with the current operations during any site visits. Accordingly, site visits may be subject to certain limitations to ensure non-interference with ongoing 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 Fueling Facilities 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 CMS2, identified in Section 1.3 hereof.

Attendees shall pre-register with the Authority CMS2, identified in Section 1.3 hereof, by phone or email by the deadline specified in Section 1.2 - Key Dates.

When pre-registering for the Site Visits, Attendees shall sign and submit Schedule 2 – Confidentiality and Non-Disclosure Agreement.

All prospective Proposers are urged to attend the Site Visits. A prospective Proposer who cannot participate but still wants to submit a Proposal, **shall** execute the release attached to this RFP as Schedule 1 - Pre-Proposal Conference/Site Visit Release and submit as an attachment to the Proposal.

1.4.2 - Site Visit Schedule

Date	Inspection	Fueling Facility	Location by Milepost (MP)
Day 1 May 5, 2026	8:30am-11:30am	Ardsley Sloatsburg Plattekill Malden	MP 6, I-87 North MP 33, I-87 North MP 65, I-87 North MP 103, I-87 North
	1:00pm-4:00pm	New Baltimore Ulster Modena Ramapo	MP 127, I-87 N/S MP 96, I-87 South MP 66, I-87 South MP 33, I-87 South
Day 2 May 6, 2026	8:30am-11:30am	Pattersonville Iroquois Schuyler Chittenango Warners	MP 168, I-90 West MP 210, I-90 West MP 227, I-90 West MP 266, I-90 West MP 292, I-90 West
	1:00pm-4:00pm	DeWitt Oneida Indian Castle Mohawk Guilderland	MP 280, I-90 East MP 244, I-90 East MP 210, I-90 East MP 172, I-90 East MP 153, I-90 East
Day 3 May 7, 2026	8:30am-11:30am	Junius Ponds Seneca Ontario Clarence Angola	MP 324, I-90 West MP 350, I-90 West MP 376, I-90 West MP 412, I-90 West MP 447, I-90 E/W
	1:00pm-4:00pm	Pembroke Scottsville Clifton Springs Port Byron	MP 397, I-90 East MP 366, I-90 East MP 337, I-90 East 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 the Authority CMS2, 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 distributed to all parties that have

been furnished with this RFP and will be available publicly on the Authority's website. 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.

Prospective Proposers may use the RFP Questions and Exceptions Template form for submitting questions. The form is available via the following link: RFP Questions & Exceptions Template

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 Fueling Facilities with the Authority that includes, but is not limited to, the terms and conditions set forth herein and/or attached hereto. Proposers may identify issues or specific provisions of any terms or conditions set forth herein and/or attached hereto stating any issue, comments or exception in writing via email to the Authority CMS2, identified as a permissible contact in Section 1.3 hereof, by the deadline for submission of written questions set forth in Section 1.2. 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 shall also indicate the priority of all such requested changes or comments and shall 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 herein and/or attached hereto. 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 herein and/or attached hereto together with all appropriate revisions or clarifications. Notwithstanding the Proposer's right to comment on the terms and conditions set forth herein, Proposers are required to base their Proposal on the terms and conditions as set forth herein and/or attached hereto. Accordingly, while the Authority may negotiate any proposed nonmaterial changes to the final terms and conditions, 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 scope of work changes.

While Proposers are encouraged to ask questions, please note that the Authority does not entertain any changes to Appendix A. Additionally, for the Lease Agreement terms set forth in Exhibit 3 – Key Terms for Agreement, the Authority will only modify such during the question and answer provisions of this RFP if the Authority determines that there is a compelling reason to do so. Any changes that are expressly rejected by the Authority pursuant to questions and answers stage of this procurement will not be allowed to be incorporated into the Lease Agreement pursuant to any negotiations with the Successful Proposer. The Authority retains the ability to expand or modify the proposed Lease Agreement terms in this RFP to the extent necessary to account for the selected successful Proposer's Proposal provided that such terms were not expressly rejected during the questions and answers stage of this procurement and provided that they are not materially inconsistent with the Lease Agreement terms set forth in this RFP. The terms and conditions listed in Exhibit 3 and herein are subject to further development by the Authority.

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 Appendices, Exhibits and Schedules), such Proposer should immediately notify the Authority CMS2, 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 distributed to all parties that have been furnished with this RFP and made available publicly on the Authority's website.

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 Authority's Fueling Facilities. The Authority is seeking Proposals with innovative solutions to modernize and significantly improve the quality of the Fueling Facilities and the services to customers.

The Authority seeks to increase the economic viability of the Fueling Facilities portfolio, which should provide a growing revenue stream for 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 travelers as the provider of first-class facilities on the Thruway.

The Authority encourages innovative Proposals for loyalty programs 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, and vacationers. Refer to Exhibit 4 - Fueling Facilities Customer Survey Summary.

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.

Section 2.2 – Scope of Services

Minimum Qualifications:

- Certificate of Contractor Registration from the NYS Department of Labor as specified in Section 4.8 Public Work Projects below.

2.2.1 - Required Services

The Successful Proposer shall be required to reconstruct, renovate and substantially improve (the "**Initial Improvements**") the Fueling Facilities in consideration of the current condition and service level to achieve the level of performance described in this RFP. The Successful Proposer will be required on day one of the lease to assume operations and maintenance responsibility for each Fueling Facility. 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 Fueling Facilities:

A. Redevelopment

1. Reconstruction, Renovation and Other Substantial Improvements

a) <u>Scope of Capital Investment</u>

The Authority seeks Proposers who demonstrate a commitment to long-term asset modernization. The Successful Proposer shall be responsible for a comprehensive Capital Investment Program (CIP) that ensures all Fueling Facilities meet or exceed contemporary industry standards for safety, efficiency, environmental compliance and customer service. This includes, but is not limited to, the total replacement of all Underground Storage Tank (UST) systems (double-walled tanks), associated piping, new high-speed fueling dispensers, canopies, the possible expansion of fueling positions to reduce peak-period congestion, and the aesthetic integration of facilities with the newly redeveloped Service Area buildings.

Submersible Turbine Pumps (STPs) shall be installed in more than one of the USTs of a particular grade of fuel to enable them each to pump product to half of the dispensers to protect against fuel outages and ensure high-volume, consistent flow by always having at least one STP per grade operational. Canopies shall feature fire suppression systems and LED lighting specifically designed to prevent light pollution, such as glare or sky glow. Fuel dispenser handles shall have splash guards, and nozzle covers. Unavailable fueling dispensers shall have "Out of Service" nozzle covers and 28" heavy duty orange reflective traffic cones for customer safety and protection. All safety items shall be kept in an attractive and usable condition. Proposers are responsible for all traffic control and wayfinding signage within the Fueling Facilities area of responsibility (see Exhibit 5 – Fueling Facilities Area Responsibility Maps) as part of the Initial Improvements or any subsequent construction period. All traffic signs located on driving surfaces shall have bollard protection. The Authority is responsible for all traffic related signage after the Initial Improvements, other than any subsequent construction undertaken at the direction of the Proposer. The Authority is responsible for maintenance of the perimeter fencing, rear access gates, and any guiderail at each Food/Fuel Facilities at all times. New road signs (pylon signage) with LED lighted logos and digital fuel pricing shall be installed and maintained by the Proposer at the Sloatsburg, Ramapo, and New Baltimore Northbound Fueling Facilities as part of the initial improvements. All lighting poles and fixtures within the Fueling Facility Area of Responsibility (see Exhibit 5 - Fueling Facilities Area Responsibility Maps) shall be replaced as part of the CIP and relocated as necessary to satisfy lighting assessment requirements performed during the period of construction of the Initial Improvements ("**Redevelopment Period**"). Any surface mounted tank covers, and spill bucket covers shall be flush with the ground so as not to be damaged by snowplows or pose tripping hazards. It is preferable that tank and spill bucket covers not be placed within marked parking spaces and placed on curbed islands where possible so as not to decrease parking spaces or requiring to be coned off for deliveries. Proposers are advised that the size of the existing fuel kiosks and convenience store buildings cannot be made any larger. However, the existing fuel kiosks and convenience store buildings may be relocated within the fuel operator's Area of Responsibility.

b) Modernization and Futureproofing

Capital improvements shall look beyond current market demands. Proposers are required to detail how their reconstruction plans will accommodate the energy transition over the term of the Agreement.

Alternative Fuels Integration: Designs shall anticipate the potential for future integration of alternative fuels such as hydrogen, or any newly developed alternatives.

- The Authority reserves the right to choose and to implement an alternate fuel infrastructure at any or all the Fueling Facilities covered by this RFP. The Successful Proposer will have the right of first refusal to implement same. Notwithstanding the foregoing, the Authority agrees that at no time shall its implementation of any alternate fuel infrastructure diminish the agreed-upon dispensing or storage capacity of the Successful Proposer, unless agreed to by the Successful Proposer.

Medium and Heavy-duty Electric Vehicles Charging (MHD): In support of New York State's climate mandates under the Climate Leadership and Community Protection Act (CLCPA) and to help advance freight electrification across key transportation corridors, the Capital Improvements shall include a plan to design, install, operate and maintain electric vehicle (EV) charging infrastructure for medium and heavy-duty (MHD) zero-emission vehicles (ZEVs) at five Fueling Facilities along the New York State Thruway. Proposers shall include a commercially reasonable and transparent pricing and revenue strategy for MHD EV Charging services that support early adoption of MHD zero emission vehicles while ensuring long-term financial sustainability. The strategy shall identify proposed pricing structures (e.g., per-kWh rates, subscription or fleet arrangements and any applicable idle fees) key assumptions,

(including electricity costs, utilization and demand charges), and a high-level pricing outlook with anticipated adjustments over time. The Proposers shall provide a comprehensive solution that:

- Enables reliable, high-power charging for MHD fleets (e.g., delivery trucks, buses, freight vehicles)
- Supports current and future demand for electrified and transit corridors
- Ensures interoperability, scalability, and long-term operational viability
- Maximizes uptime, safety, and user accessibility
- Ensure the five charging facilities are located within a maximum distance of 200 miles from one another to collectively support a logically connected freight corridor on the Thruway System.
- MHD-capable charging (350kW to 1 MW+)
- Upgrade or coordinate necessary grid infrastructure (e.g., transformers, switchgear)
- Systems should support Combined Charging System (CCS) and Megawatt Charging System (MCS) standards, where available
- Fleet friendly site layouts (pull-through access, queuing space)
- 24/7/365 access and minimum uptime requirements
- Compliance with open standards (e.g.: Open Charge Point Protocol ("OCPP"))
- Multiple payment methods (e.g.; fleet, public, subscription based, etc.)
- Include revenue approaches that improve utilization and reduce end-user costs (Refer to Section 3.1.3 – Financial Proposal)

The Authority may become eligible for third-party funding for alternative fuel infrastructure, including but not limited to federal funding and/or New York State funding or New York State pass through federal funding. The proposer MAY be able to partner with the Authority or other NYS entity and receive funding. The Authority's exclusive contract for fuel services will give the proposer right of first refusal when partnership opportunities arise. Should the proposer decline to partner with the Authority, the Authority reserves the right to seek alternative partnerships via a competitive process (if required).

Technology Upgrades: All renovations shall include the installation of state-of-the-art Point-of-Sale (POS) systems, contactless payment at the pump, and advanced leak detection systems that provide real-time data to the Authority's oversight teams.

c) Sustainable Design and Resiliency

As a vital corridor for New York State, the Authority's infrastructure must be resilient. Reconstruction plans shall incorporate the following program elements:

- Hardened Infrastructure: Maintenance, repair and replacement as necessary, new and existing, permanent, automatic transfer switches and/or onsite backup power generation located within the Fuel Facilities Area of Responsibility, see Exhibit 5 – Fueling Facilities Area Responsibility Maps, capable of maintaining full fueling operations during extended utility outages.
- Green Building Standards: Utilization of sustainable materials, LED lighting under canopies, and "cool roof" technologies for convenience stores to minimize the environmental footprint.
- Embodied Carbon Disclosure: Per Executive Order 22, and the State's commitment to reduce the embodied carbon of building and infrastructure projects, the Authority requires disclosure of embodied carbon in certain building materials. For building materials covered by the GreenNY Council Embodied Carbon Guidance (https://ogs.ny.gov/executive-order-22-embodied-carbon-guidance), Successful Proposer and designers shall disclose, at regular intervals during the contract period (and no less than once a year), the exact materials/product type and estimated quantities used. For materials for which Environmental Product Declarations (EPDs) exist that comply with the GreenNY Council requirements, Successful Proposer are also required to submit

kgCO2 equivalent estimates by material/product, and quantity used, on the project to date, with a link to the digital EPD.

- Stormwater Management: Upgraded drainage and filtration systems to ensure zero-run off or discharge of petroleum products or other pollutants from Thruway right-of-way.

d) Phasing and Continuity of Operations

- The Authority recognizes that substantial improvements require significant site work. However, the Thruway is a critical logistics artery; therefore, a "Phased Construction Protocol" is mandatory.
- Proposers shall provide a detailed timeline that staggers major reconstruction to ensure that adjacent Fueling Facilities are not under construction simultaneously. Note: This shall be considered when preparing their Capital Proposal (Exhibit 6) and Financial Proposal (Exhibit 7).

e) Quality of Materials and Brand Consistency

All renovations and new constructions shall adhere to the construction requirements as specified in 2.2.2 B – Construction. This includes high-quality, durable finishes on fueling islands, high-clearance canopies to accommodate oversized commercial vehicles, and clearly defined pedestrian pathways to ensure safety between the fuel dispensers and the Fueling Facility buildings. The Authority expects a uniform "look and feel" across the fuel facility portfolio that reflects a major, widely recognized National or Regional high-trust fuel brand.

2. Conceptual Plan

The Conceptual Plan is the Proposer's vision statement for the project. It should show the Authority exactly how the Proposer intends to layout, brand, and operate the Fueling Facilities to create a cohesive, modern experience across the Thruway.

The Proposer shall submit a Conceptual Plan that illustrates their overall approach to the 570-mile portfolio. This plan should bridge the gap between high-level strategy and day-to-day operations.

a) Site Layout and Flow

The design and layout of the commercial vehicle fueling areas shall adhere to specific traffic flow and capacity requirements. Where space permits, the truck fueling areas are required to be positioned prior to parking areas to ensure that Commercial Drivers can fuel their vehicles before parking. Any additional commercial vehicle parking spaces that can be created would be desirable. The lanes shall be configured with a main and subordinate dispensing arrangement to allow for simultaneous fueling on both sides of a commercial vehicle. Furthermore, the physical dimensions of the lanes and the Fueling Facility's design shall accommodate the size and turning radius of large commercial vehicles, specifically allowing for a 2-stack WB-62 rig or a tandem trailer WB-114 rig.

Proposers shall provide a site plan for each Fueling Facility location that demonstrates:

- Vehicle Circulation: How the layout minimizes bottlenecks, particularly for oversized recreational vehicles and commercial trucks
- Fueling Island Optimization: The placement of dispensers to allow for maximum throughput during peak holiday travel periods.
- Pedestrian Circulation and Safety Buffer Zones: Clear separation between vehicle fueling areas, traffic leaving the Service Area, and pedestrian paths leading to the kiosks, convenience stores and main Service Area building.

b) Branding and Visual Identity

The Authority seeks a uniform, professional look across the system. The Conceptual Plan should include:

- Canopy and Road Sign/Pylon Design: Renderings of the fueling canopies, including LED lighting and branding placement.

- Signage Strategy: How fuel pricing and wayfinding signs will be displayed to ensure clear visibility within the Fueling Facility.

- Uniformity: A description of how the brand will remain consistent across all Fueling Facilities, regardless of the site's size.

c) Technology Integration
Provide a narrative on the "Digital Concept" for the sites:

- Payment Innovations: Integration of mobile pay, pay-at-pump, bus driver and trucker loyalty cards and fleet fuel cards, such as WEX, RTS, Comdata, EFS, AMBEST, Fleet One, etc. Medium and Heavy Duty (MHD) EV Charging Interface and pricing: the Proposer shall show how the charging stalls are integrated into the overall site flow and how users will interact with the equipment for payment of the service.

d) Phased Implementation Strategy
The Conceptual Plan shall briefly outline the "Rollout Concept":

- Standardization: How the Proposer will ensure that the transition and subsequent renovations result in a standardized level of service across the entire Thruway system within the first three years of the contract.

The Successful Proposer shall comply with the following requirements:

e) 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:
https://apps.labor.ny.gov/wpp/publicViewProject.do?method=showIt&id=1608424

The Prevailing Rate Case Number ("PRC#") 2026005542 has been assigned to this project by the NYS Department of Labor (NYSDOL). The Successful Proposer and/or all subcontractors shall ensure that workers are paid the appropriate wages and supplemental (fringe) benefits. The Successful Proposer and/or all subcontractors shall obtain periodic wage rate schedule updates from NYSDOL. Wage rate amendments and supplements are available on the NYSDOL website at 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.

f) Architectural and Design Codes and Standards: The Successful Proposer shall comply with all Architecture and Designs and Code Standards as specified in Exhibit 8 – Design and Construction Requirements**.**

B. Operational

1. Operations and Staffing

a) Consistent with Chapter 693 of the Laws of 1992, as amended by Chapter 532 of the Laws of 2010, and regulated by 18 NYCRR 729, all Proposers shall comply with the requirements set forth herein in recognition of the New York State Commission for the Blind (the "Commission") Business Enterprise Program ("BEP") priority to facilitate and maximize blind participation in

and derive financial benefits from the operation of food, beverage and other vending in New York State.

The Successful Proposer agrees to recognize that priority shall be given to the Commission in the operation of the food, beverage, and other self-serve vending machines proposed by the Successful Proposer. This priority requires the Successful Proposer to: (1) first offer operation of the food, beverage and other self-serve vending machines proposed by the Successful Proposer to the BEP before assuming operation or subcontracting with non-licensed entities; and (2) provide the BEP with space to operate such vending machines at no charge, i.e., no rent or utility charge. Further, for clarity, food, beverage and other self-serve vending machines include "coin, currency, charge-card, fingerprint, voiceprint, number combination or related system with which to operate the machine."

To the extent the Commission provides vending machines through the BEP, such vendors shall be responsible for providing, maintaining, and cleaning, all vending equipment and stocking the contents of such. In the event the Commission determines at any time during the Term that it will not provide for operation of some or all of the proposed food, beverage and other self-serve vending machines through the BEP, the Successful Proposer shall be responsible for the proposed food, beverage and other self-serve vending machines that are not provided through the BEP.

b) The Successful Proposer shall operate the Fueling Facilities in a manner that continuously meets the evolving preferences of the motoring public at the highest possible industry levels. The Successful Proposer shall employ a Thruway Director of Fueling Facilities Maintenance and Operations as a primary point of contact for the Authority whose sole responsibility is the management and oversight of the maintenance and operations of the Authority's Fueling Facilities. This position shall have a management hierarchy of subordinates, broken down by divisions, for Division Directors of Fueling Facilities Operations and Division Directors of Fueling Facilities Maintenance. Locations within each Division shall have Fueling Facility Site Managers responsible for day-to-day maintenance and operations as required by the lease.

c) The Successful Proposer shall provide sufficient levels of trained and qualified personnel or subcontractors that may be needed 24/7/365 to perform all fueling, retail, janitorial, snow removal, ice control, paving, curb work, striping, site landscaping, building and site repair, environmental services, and any other tasks that may be needed. Proposers are advised that the Authority is only responsible for providing snow and ice control of the ramps, fueling lanes, and parking lots.

d) The Successful Proposer shall develop and implement a security plan to ensure the safety of all who use the Fueling Facilities, including visitors and employees ("**Safety and Security Plan**"). The Successful Proposer shall provide adequate, proper, and LED lighting and ongoing maintenance of lighting throughout the Fueling Facility 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 the mandatory installation of indoor and outdoor closed-circuit television (CCTV) systems and remote monitoring via Veeder-Root technology. CCTV surveillance shall have a minimum 30-day capacity for retention of recordings.

e) The Successful Proposer is responsible for the cleanliness, appearance, amenities and conveniences in public areas of the forecourt, retail building, fueling areas, storage buildings, and the Fueling Facility Area of Responsibility (see Exhibit 5 - Fueling Facilities Area Responsibility Maps). Pressure washing sidewalks, fuel lanes, dumpster areas, etc. are required weekly and as needed, when temperatures permit. Fuel dispensers shall be cleaned and kept free of vandalism daily and as needed. Appropriate storage sheds or storage buildings shall be provided for gas powered equipment including, but not limited to pressure

washers, snow and ice equipment and landscaping machines and equipment and pallets of products like washer fluid and rock salt.

f) The price per gallon for all grades of gasoline and diesel is determined using a formula tied to regional market surveys. The pricing collected from regional market surveys shall be compiled utilizing an electronic program, such as Oil Pricing Information Service (OPIS) or a similar product, in lieu of manually performing fuel pricing surveys. Electronic pricing shall be timely, relevant, and from locations approved by the Authority prior to use. Supporting documentation shall be provided with each regional market survey. The proposer shall select, at a minimum, 4 Regions spread throughout the Thruway System or consider adopting the 6 Regions identified by the Department of Labor Economic Regions as illustrated on the Exhibit 1 - NYSTA Fueling Facilities Map. The formula tied to the regional market surveys is then capped to the lesser of the following two calculations:

   1. The average price of the survey locations plus two cents ($0.02), or

   2. One cent ($0.01) below the highest-priced location included in the survey.

g) Each Fueling Facility shall remain open 24 hours per day, 7 days per week with access to restrooms, fueling areas, retail buildings, and ATMs, if applicable.

h) In addition to gasoline, diesel, alternative fuels, and Diesel Exhaust Fluid (DEF via dispensers), each Fueling Facility shall remain open 24 hours per day, 7 days per week with pre-packaged food and beverage options, candy, snacks, etc. available for purchase. The proposer shall provide a compressed air station for tires either for free or for a charge. The air pressure station shall include a pressure gauge on the inflator nozzle. Full-Serve fueling service shall be required upon request.

i) Successful Proposer branding shall be maintained and refreshed as needed due to wear, damage, vandalism, or necessary changes to branding across all sites.

j) Successful Proposer shall ensure an employee-accessible water source is provided for the purpose of maintaining windshield wash buckets and to enable pressure washing of required areas.

NOTE TO PROPOSERS: As part of their contract with the Authority, the current Service Area Operator was given the right but not the obligation to install, maintain, and operate up to five Commercial Vehicle Fueling Stations. The Service Area Operator has exercised that right and has constructed or will soon construct high-speed diesel Fueling Stations at the Seneca, Scottsville, Malden, Pattersonville and Guilderland Service Areas.

For these locations where the Service Area Operator has installed Commercial Vehicle Fueling Stations, the selected Proposer under this RFP will not be required, at this time, to offer diesel service for commercial vehicles.

2. Customer Services

a) The Fueling Facilities shall be technologically advanced with respect to current technology and reasonably anticipated future technologies. These technological features shall be state-of-the-art and shall include pay-at-the-pump, various other payment options including the acceptance of Fleet Fuel Card Program (such as WEX, RTS, Comdata, EFS, AMBEST, Fleet One, etc.), bus driver and trucker loyalty programs, digital pricing dispenser toppers and digital road sign (pylon signage) pricing boards. For the avoidance of doubt, cash shall be accepted at all times for fuel and non-fuel products.

b) The Authority encourages Proposers to consider services for Commercial Truck Drivers at select Fueling Facilities. Amenities to be considered include, but are not limited to, expanded truck top snow scraper system; interstate certified scales; and truck parking space detection system.

3. Transition Plan

a) General Requirements. The Successful Proposer shall be responsible for the orderly and efficient transition of all Fueling Facility locations, and it is to be understood that the Successful Proposer will accept the Fueling Facilities in "As Is" condition. The primary objective is continuity of service; at no point during the transition shall any Fueling Facility be permitted to cease fueling operations, except for brief, scheduled periods expressly approved by the Authority for construction activities, equipment calibration, or safety inspections. Proposers are required to include the duration of their proposed construction closure program for each individual location in their Capital Proposal (Exhibit 6) and Financial Proposal (Exhibit 7).

- Within thirty (30) days of the Contract Award, the Successful Proposer shall submit a Master Transition Schedule. This schedule shall include a protocol for the valuation and transfer of remaining fuel inventory and retail merchandise.

b) Regulatory and Safety Compliance Transfer
- The Successful Proposer shall ensure that all legal and safety mandates are met prior to the commencement date.
- Certification: Verification of all required safety certifications and alignment of emergency response protocols with Authority standards.

c) Documentation Handover
The Successful Proposer shall establish a digital repository to receive and organize the following from the previous operator:
- Three (3) years of maintenance logs and equipment repair history.
- Environmental compliance records, including leak detection reports and cathodic protection tests.
- Emergency Action Plans (EAPs) and Spill Prevention, Control, and Countermeasure (SPCC) plans tailored to each specific site.

d) Personnel and Staffing Continuity
To maintain operational knowledge, the previous operator is encouraged to provide a "First Interview" right to existing qualified frontline staff. The Transition Plan shall detail:
- Training Timelines: Schedules for training staff on new Point-of-Sale (POS) systems and brand-specific safety standards.
- Uniform and Signage Changeover: A plan for the rapid rebranding of Fueling Facilities (canopy wraps, pylon signs, and staff apparel) to be completed within 72 hours of the handover at each Fueling Facility. The previous operator shall be required to remove branding panels from lighted road signs (pylon signage) and insert blank white panels to fill the void until the Successful Proposer can install replacement branding.

4. Quality Management Plan (QMP)

Program Overview
The Proposer shall submit a comprehensive Quality Management Plan (QMP) that outlines the organizational structure, functional responsibilities, and specific procedures used to ensure that all aspects of the Fueling Facility operations meet or exceed the Authority's standards. The QMP shall follow a Plan-Do-Check-Act (PDCA) cycle to facilitate continuous improvement over the life of the contract.

a) Key Performance Indicators (KPIs) and Service Levels
The QMP shall identify the specific metrics the Proposer will use to track performance. At a minimum, the plan shall address:
- Fuel Availability: Procedures to ensure zero "run outs" of any fuel grade through predictive inventory management.
- Equipment Uptime: A commitment to maintaining a 99% uptime for fuel dispensers and Point-of-Sale (POS) systems.
- Response Times: Defined intervals for responding to and repairing equipment failures, categorized by "Critical" (e.g., total site power failure) and "non-critical" (e.g., single nozzle down).

b) Inspection and Audit Protocols
The QMP shall detail a tiered inspection regime to verify compliance with Authority standards:
- Daily Self-Inspections: Site-level checklists for cleanliness, safety lighting, and pavement conditions.
- Management Audits: Monthly unannounced inspections by the Successful Proposer's regional management team.
- Third-Party Verification: A "Mystery Shopper" program to evaluate customer service, restroom cleanliness (where applicable), and brand representation from a motorist's perspective.

c) Environmental and Fuel Quality Assurance
To protect the Authority's assets and the environment, the QMP shall include:
- Petroleum Bulk Storage (PBS) Compliance: A dedicated sub-plan for the monitoring of Underground Storage Tanks (USTs), including daily leak detection sensor logs and monthly reconciliation.
- Fuel Testing: A quarterly schedule for independent laboratory testing of fuel samples to ensure octane levels, vapor pressure, and the absence of contaminants (water/sediment) meet NYS standards.

d) Corrective Action and Reporting
The Authority requires full transparency. The QMP shall outline:
- Deficiency Tracking: A centralized system for logging every failure to meet a QMP standard.
- Root Cause Analysis: For recurring issues (e.g., repeated pump failures at a specific site), a requirement to provide a formal analysis and a permanent mitigation strategy.
- Reporting Dashboard: Provision of a quarterly Executive Quality Summary to the Authority, highlighting achievements, areas for improvement, and any liquidated damages incurred due to performance lapses.

5. Cleanliness, Maintenance, and Repair Obligations

a) The Successful Proposer shall ensure the cleanliness and functionality of all parts of the Fueling Facilities regularly used by the public, especially the fuel pumps and restrooms at all times through the term of the Lease Agreement.

b) The Successful Proposer shall implement a program to renovate, upgrade and/or improve the décor and appurtenances in the retail areas, restrooms, and customer facing services at regular intervals, or sooner if the Authority provides reasonable justification for the action.

c) The Successful Proposer is encouraged to use cleaning products that minimize potential impacts on human health and the environment. Use of these products shall be consistent with the manufacturers recommended use for the protection of public health and safety in conformance with the policies outlined in compliance with the objectives of New York State Executive Order 4 ("**EO-22**").

A copy of EO-22 can be obtained by following this link:
https://www.governor.ny.gov/sites/default/files/2022-09/EO_22.pdf

The Successful Proposer is encouraged 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, nonflammable and fully biodegradable and minimize the use of harsh chemicals and the release of irritating fumes.

d) The Successful Proposer's capital investments in the improvements shall be reasonably significant and sufficient to operate and maintain the Fueling Facilities at high levels of performance, cleanliness, access and condition to minimize the need for on-going and repetitive repairs or rehabilitation activity.

e) The Successful Proposer is encouraged to ensure that all Fueling 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 Order 22.

f) The Successful Proposer shall maintain the interior and exteriors of all buildings, equipment, and all exterior aspects of the property including landscaping and plant life, parking areas, interior fencing, railings, curbing, and walkways at the highest possible level throughout the Term of the Lease Agreement.

g) As part of the Initial Improvements, the Successful Proposer shall repave and restripe (asphalt and concrete) as necessary within the Fueling Facility Area of Responsibility (see Exhibit 5 - Fueling Facilities Area Responsibility Maps). Repaving and restriping shall occur as needed or at the request of the Authority throughout the life of the Lease Agreement.

h) Recycling Receptacles shall be placed at each Fueling Facility for use by the Successful Proposer's employees and customers. At a minimum, receptacles for glass, aluminum, paper, and plastic shall be provided in sufficient numbers to service each site's traffic levels. All locations shall provide a recycling compactor or dumpster in the screened dumpster enclosure for recyclables and cardboard produced or collected by the site.

i) The Successful Proposer shall provide a 3' x 5' reflective logo panel for installation by the Authority on motherboard signs during construction and operations of the Fueling Facilities using the sign specifications to be provided by the Authority. The logo panels shall be replaced by the Successful Proposer when they become faded, worn, damaged, or the brand name or logo changes. All traffic signs on the mainline and within the Fueling Facilities will be maintained by the Authority following Initial Improvements. No signs shall be implemented by the Successful Proposer without the review and written approval of the Authority.

The Successful Proposer shall be responsible for paying all utility costs, including but not limited to regular recurring monthly expenses, costs for all planned and unplanned maintenance, repairs, replacements, extensions to municipal or provider systems, including those provided by the Authority, for all utilities and stormwater systems located at, on, or under the Fueling Facility Areas of Responsibility, see Exhibit 5 - Fueling Facilities Area Responsibility Maps.

6. Non-Fuel Products

a) Retail Vision and Strategy:
The Authority seeks a Proposer who can deliver a modern, high-efficiency retail experience within the Fueling Facility's non-fuel commercial space. The Merchandising Plan should focus on "Fast-Moving Consumer Goods" that cater to the immediate needs of the motoring public, commuters, and professional drivers. The goal is to provide a curated selection of travel essentials and refreshments that complement the primary fueling operation.

b) Authorized Products:
Proposers should detail their procurement, display, and pricing strategies for the following authorized products: Candy, bottled sodas, packaged cakes and pies, dairy, automotive supplies, novelty items, ice, magazines and newspapers, cigarettes and tobacco products, coffee, ice cream, New York State lottery and instant lottery, gift cards, juices and bottled water, personal care items, pre-paid phone cards, groceries, film, batteries, lighters, sunglasses, licensed collectibles, gloves and hats, coolers, flowers, seasonal and holiday items, snacks (chips, pretzels, crackers), meat snacks, fountain drinks, sports drinks and cappuccino.

c) Unauthorized Products:
No other items (including hot meals and sandwiches) may be offered for sale at the Fueling Facilities without the prior consent of the Authority. Hot meals, including pizza and hot dogs, burgers, chicken, fries and sandwiches and stand-alone food or coffee sales buildings, with or without drive-thru facilities, are expressly prohibited, and no microwave or other food heating elements shall be allowed, except for beverage makers and beverage warming units.

d) Pricing for non-fuel products shall be region-based plus a maximum of 10% markup.

2.2.2 – Additional Responsibilities

A. Enhanced Customer Services

1. 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, TikTok, 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.

2. The Authority reserves the right to require the sale of E-ZPass transponders and other such merchandise at any location as technological changes and future customer needs arise.

B. Construction:

Any unusable structures, lighting, signposts, pavement, concrete, equipment, etc. within the Fuel Facilities Area of Responsibility see (Exhibit 5 - Fueling Facilities Area Responsibility Maps) shall be removed from the site as part of the Initial Improvements and become property of the Successful Proposer.

Disposal of excess soil, rock and spoil within Thruway right of way is prohibited. The Authority makes no assurance that appropriate spoil areas within the right of way are available for this contract.

The “Requirements” establishes the Authority’s expectations with respect to specific project elements. These include administrative, managerial and technical considerations as deemed appropriate to the subject, and encompass performance specifications, design criteria, and directive instructions as the Authority deems best suited to the subject. Successful Proposer shall develop its Detailed Design Documents (detailed below) in conformance with Exhibit 8 – Design and Construction Requirements. The Successful Proposer shall be responsible for meeting all requirements and terms contained in Exhibit 8 – Design and Construction Requirements unless explicitly stated otherwise. The specific requirements in Exhibit 8 – Design and Construction Requirements may be more stringent and shall govern over the criteria given in the New York State Department of Transportation (“NYSDOT”) Standard Specification (“Standard Specifications”). Where a specific requirement in Exhibit 8 – Design and Construction Requirements is more stringent than the criteria specified in a Standard Specifications said specific requirement shall become the basis for determining compliance. Non-standard features needing justification and Authority approval are defined as those not meeting the

criteria cited in the Standard specifications listed in Exhibit 8 – Design and Construction Requirements.

Deliverables to be submitted by the Successful Proposer throughout the design and construction of this project, and upon completion of the project, are specified in the Detailed Design Documents. The Successful Proposer may submit deliverables for the Authority's consideration or consultation and written comment in addition to those cited in the NYSDOT/Authority manuals. The Successful Proposer shall include such additional submittals in its review plan and revise the review plan as necessary to incorporate sufficient advance notice to the Authority. It is the goal of the Authority that all review and comments be completed within 45 calendar days.

Design Drawings:
No associated work may proceed prior to completion and approval of 100% final drawings with NYS professional seals ("Final Design"). The Successful Proposer shall submit two physical copies (24"X36") and an electronic copy of the proposed project.

Any revised or modified analysis, calculations, and technical reporting shall be submitted electronically.

The submitted drawings shall be fully dimensioned and include all the site plans; staging plans; traffic control plans; structural drawings and details; environmental elements, and required drawings set forth in the SOW. To the extent that any of the work to be shown in these drawings (i.e., structural work and environmental elements) is optional or is covered by an allowance managed by the Authority, the Successful Proposer shall provide these drawings when the work is requested or ordered by the Authority.

As-Builts:
As-Builts shall complete the overall design, incorporate comments generated by the NYSTA review process and bring the Construction Documents to a completion level. At this stage, all designs will be complete and fully coordinated.

The construction technical approach shall be complete based upon comments generated by the NYSTA review process and the NYSTA approved Design.

All analysis, calculations, and technical documents shall be submitted electronically. There shall be no deviation from the Approved Design drawings without written approval from the Authority. Any additional costs or time impacts resulting from such unapproved deviation shall be the responsibility of the Successful Proposer. All shop drawings and submittals shall reflect the accepted design, unless otherwise approved by the Authority.

Design Manuals
The relevant Design Code Manuals and Specification requirements are set forth in Exhibit 8 – Design and Construction Requirements.

Quality Control
The Authority requires that the Successful Proposer hold primary responsibility for quality control (QC) for all matters throughout the Lease Agreement. The Successful Proposer shall be required to establish, implement, and maintain QC procedures to ensure submittals, designs, construction, materials, and workmanship comply with Lease Agreement documents, regardless of inspections performed by the owner or third parties. The Successful Proposer shall be responsible for compliance with NYSDOT/NYSTA specifications and applicable guidelines, even if the Successful Proposer performs its own QA testing. Inspections by testing agencies do not relieve the Successful Proposer of their obligation to construct in accordance with the Lease Agreement documents. The Successful Proposer shall submit a site-specific QC plan, as well as regular submittals including daily summary reports, inspection data sheets, and documentation of corrective measures. The

Successful Proposer shall be responsible for maintaining complete records of all QC tests, including the nature of deficiencies and corrective actions taken.

C. Environmental Requirements

1. Environmental Compliance – General Requirements

An essential component of the project is the comprehensive integration of environmental compliance into all design, construction and operational activities by the Successful Proposer. Specific environmental requirements with which the Successful Proposer will be required to comply under the Lease Agreement are set forth herein and in Exhibit 9 - Environmental Information. Except as otherwise detailed herein, the Successful Proposer 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, rules 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 regulations, policies and guidance;
- All applicable environmental permits and approvals, including any work plans approved by DEC in connection with open spills and additional remediation required by DEC related to any contamination discovered during construction;
- All applicable procedures as set forth in the NYSDOT Environmental Manual; and
- The Lease Agreement.

Unless otherwise indicated in this RFP, the Authority will be responsible for completing the SEQRA environmental documents and issuing a SEQRA determination. However, the Successful Proposer, at its sole cost, shall be responsible for any documentation, regulatory agency coordination, and public notifications necessary to support any future re-evaluations or amended determination(s) required by Proposal elements or scope changes which deviate from the original SEQRA determination.

2. Permits and Approvals

The Successful Proposer, at its sole cost, shall be responsible for obtaining all environmental permits, approvals and the performance of all mitigation measures and obligations as required by any environmental permits, approvals and requirements associated with the project. Given the historic use of the Fueling Facilities, the Successful Proposer should assume that the Fueling Facilities have contamination that may require remediation. The Successful Proposer shall develop all necessary information and documentation to secure those permits, approvals and requirements. For any such environmental permits, approvals and requirements that must be formally issued in the Authority's name, the Authority will cooperate with the Successful Proposer, as reasonably requested by the Successful Proposer, in the acquisition of the permits, approvals and requirements. The regulator's review of permit applications or engineering work plans 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 and approvals or for any additional costs associated with permit and approval requirements or the implementation of engineering work plans.

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

The Successful Proposer shall notify and coordinate with the Authority prior to scheduling meetings with regulatory agencies, an opportunity to attend any such meetings and make best efforts to 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 Successful Proposer shall be solely responsible for violations of any environmental permits, applicable environmental laws, regulations, guidance and/or policies.

As described in the SEQRA information found in Exhibit 9 – Environmental Information, and depending on the Proposal, a number of permits and approvals may be required from federal and state agencies. Exhibit 9 - Environmental Information, Part 1 – Environmental Codes and Regulations lists the potentially required permits and approvals by agency.

3. Environmental Management Plan

The Successful Proposer shall prepare an Environmental Management Plan (EMP) for each of the Fueling Facilities no fewer than 60 days prior to the applicable Redevelopment Period for each Fueling Facility. 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 Fueling Facility from the date of property transfer.

An Environmental Management Plan (EMP) shall be created for each project site. The EMP shall describe the processes and procedures that will be followed to ensure that the project activities are carried out in full compliance with all applicable environmental requirements, including those identified in the RFP and the project Lease Agreement.

It shall discuss, at a minimum:

- A description of the site location and existing site conditions;
- The proposed work scope at the site, including demolition and construction of any buildings and infrastructure;
- The relationship of the EMP to related site plans and documents, such as Demolition Plans and Health and Safety Plans;
- Environmental regulatory requirements that are applicable to the site, including any specific permits, certifications, registrations or approvals, and the processes that will be followed to secure them;
- Practices and procedures to address environmental conditions that are likely be encountered during construction, including covered regulated site conditions and regulated site conditions may occur on site;
- Practices and procedures that will be implemented to protect the environment and prevent, to the extent practicable, environmental incidents, non-compliant conditions, or regulatory violations;
- The roles, responsibilities, and paths of communication of all parties that will be involved with the environmental management of the site, including key personnel and their contact information;
- How information will be managed, including documentation, recordkeeping, and reporting; and
- The process to update or amend the EMP if the work scope or applicable environmental requirements change prior to completion of work at the site.

The EMP shall include plans to continue operations and maintenance of existing on-site petroleum spill remediation systems, in accordance with Stipulations signed by the Authority under Article 12, Section 176 of the NYS Navigation Law. On-site remediation systems requiring continued operations and maintenance exist at five (5) Fueling Facilities: Ardsley, Modena, Port

Byron, Scottsville, Warners. Additional information on the remediation system designs is available here:

Remediation System Designs

All costs associated with operating and maintaining the existing on-site remediation systems shall be reimbursed, as deemed appropriate, by the Authority, unless the petroleum spill was the result of conduct of the Successful Proposer.

The EMP shall include provisions for a Qualified Environmental Professional to promptly respond to any of the project sites to monitor all sub-surface work and oversee preparations for petroleum spill remediation.

Prior to initiating work at a given Fueling Facility, it is recommended that the Successful Proposer make pre-arrangements with a DEC-permitted disposal facility within a reasonable distance from the Fueling Facility, to accept contaminated soil matching a general chemical profile.

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 Exhibit 10 - Procedure for the Control of Concessionaire Building Modifications for Service Areas. For the purposes of this RFP Exhibit 10 is applicable to Fueling Facilities and Service Areas.

The Successful Proposer 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, or at such frequency determined appropriate by the Authority, during the reconstruction, renovation or substantial improvement of any Fueling Facility, should the work require any new, or modification to existing environmental regulatory permits or approvals. Otherwise, the ECR shall be submitted annually.

4. Documentation of Environmental Site Conditions Prior to the End of Lease Term and Remediation

The Successful Proposer, at its sole cost, shall conduct an investigation no earlier than eighteen (18) months prior to the end of the lease term of existing environmental site conditions and submit an investigation report to the Authority no less than six (6) months prior to the end of the lease term for each Fueling Facility. The Authority and any agent, consultant, contractor or other person acting at the direction of the Authority will perform any remediation required. The cost of remediation required by applicable laws and regulations of any contamination found at the Fueling Facilities shall be allocated between the Successful Proposer and the Authority with the Successful Proposer responsible for at least eighty-five percent (85%) of the remediation costs and NYSTA responsible for no more than fifteen percent (15%) of remediation costs.

5. Additional Permit and Approval Information:

Soil Erosion and Water Pollution Control

The Successful Proposer 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-0-25-001 or current version) (SPDES General Permit) resulting from soil disturbances of 1 acre or more at any fuel area located within of the 27 service areas (including 2 fuel areas at New Baltimore and 2 fuel areas at Angola). The Successful Proposer shall apply for coverage under the SPDES General Permit after preparing a compliant SWPPP as noted. The Successful Proposer 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 Successful Proposer 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 Successful Proposer 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 Successful Proposer shall not harm or harass any Threatened or Endangered species.

Contaminated Materials/ Hazardous Substances

As needed, the Successful Proposer will be responsible for preparing an assessment for each Fueling Facility in accordance with applicable standards. Please refer to the NYS DOT Environmental Manual Section 4.4.20, or as superseded and Article 27, Title 13 of the NYS Environmental Conservation Law. In addition, the Successful Proposer 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 Fueling Facilities . As necessary, the Successful Proposer 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 Successful Proposer 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 Successful Proposer or constituent entity may perform any asbestos abatement work. The Successful Proposer shall subcontract asbestos abatement and project monitoring/compliance air sampling services to separate and independent firms.

Cultural Resources

The Successful Proposer 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 Successful Proposer 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 Fueling Facilitiesare potentially regulated by this law implementing regulations, which may affect the Proposal at these sites.

Flood Plains

There are several Fueling Facilities which may fall within a flood plain or flood way. The Successful Proposer 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.

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

Since the project consists of multiple individual sites, a spreadsheet is provided to give information for each Fueling Facility site. The spreadsheet sums all relevant items, which is the basis for the information provided in the Draft FEAF. A Draft Spreadsheet sample is provided in Exhibit 9 – Environmental Information, Part 4 – SEQRA.

This Draft FEAF spreadsheet is being used in the development of the Full Environmental Assessment Form (FEAF) by the Authority. These items are the documentation of existing site conditions and known potential project effects for all Fueling Facilities. Note, the Draft FEAF provides information on key issues representing the current conditions at each Fueling Facility. If additional issues are subsequently discovered by the Successful Proposer, 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.

Area Resource Maps:

These maps, provided in the link below, depict the 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, and this information should be verified with the NYS Department of Environmental Conservation.

Area Resource Maps

Fueling Facility Summary of Remediation Work:

A summary of known remediation work performed at each Fueling Facility is noted in the below link “Historical Spill Records.” Please note that some of this information is not current, and there is a possibility that contamination is present given the current use of the property as a Fueling Facility. Most recent technical reports associated with remediation work shall be reviewed by all prospective operators and can be found at the following link:

Historical Spill Reports

All prospective operators will be required to attest that the technical reports have been reviewed.

Inspection/Investigation of the Premises

The Authority shall have the right to inspect the Premises for the presence, release or discharge of Hazardous Materials at any time during the term of the lease; The cost of this inspection shall be borne by the Successful Proposer; If such inspection reveals the presence, release or discharge of any Hazardous Materials, in the Authority's discretion, the Successful Proposer shall either remediate in compliance with all applicable Environmental Laws or reimburse the Authority for costs of such remediation upon demand. This obligation shall survive the termination or early expiration of the Agreement.

D. Liquidated Damages

1. Delay Liquidated Damages

The Lease Agreement will include a “Scheduled Opening Date” for each Facility by which the Opening Date for such Facility 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 total Minimum Annual Guaranteed Rents from Categories A, B and C in Exhibit 7 – Financial Proposal

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 Facility. The Successful Proposer will be excused from liquidated damages to the extent that the delay in the Opening Date for a Facility is due to: (i) Authority Fault (defined below), (ii) Force Majeure (defined in Section 15.05 of Exhibit 3 – Key Terms for Agreement) or (iii) a delay in issuance of a governmental approval beyond the "Assumed Approval Issuance Date" set forth in the schedule for the Initial Improvements that has been accepted by the Authority but only to the extent that the Successful Proposer has: complied with the requirements of the Lease Agreement; has submitted all applications, data, studies, reports, responses and other information required under Applicable Law and the adopted administrative practice of the governmental body in order to obtain the governmental approval; and has in all respects used its best efforts to obtain the governmental approval.

"Authority Fault" means a breach by the Authority of any of its obligations under the Lease Agreement beyond any applicable cure periods, a breach of any representation or warranty by the Authority under the Lease Agreement, willful misconduct of authorized Authority personnel, or a negligent act or omission of authorized Authority personnel.

2. Non-Compliance Events

The Operator shall operate and maintain the Facilities in accordance with the Performance Standards (defined in Exhibit 3- Key Terms for Agreement, Article 8 – Performance Standards), and the Authority shall regularly inspect the facility to evaluate compliance by the Operator. Failures of compliance with the Performance Standards will require the Operator to implement remedial action and may result in the imposition of liquidated damages by the Authority. The Lease Agreement will detail the inspection, notice and reporting requirements related to the Performance Standards.

Section 2.3 – Financial Requirements

2.3.1 - Capital Investment Plan

Proposers will submit, as part of their Proposal, a Capital Investment Plan (including monetary value) for each Fueling Facility that will incorporate the total amount to be expended by the Successful Proposer for construction of the Initial Improvements ("**Capital Investment**") made during the 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 Exhibit 3 - Key Terms for Agreement.

2.3.2 – Renewal and Replacement Plan

The Authority requires a proactive approach to asset management. Proposers shall submit a Renewal and Replacement Plan ("R&R Plan") that details how they will identify, fund, and execute the replacement of major system components before they fail or become technologically obsolete. The goal is to ensure the Fueling Facilities are handed back to the Authority at the end of the term in excellent operational conditions.

The annual amount to be funded into the Renewal and Replacement Reserve Account for each Fueling Facility will be calculated using a minimum of 1% of the actual total Capital Investment the Successful Proposer expended during the Redevelopment Period per Fueling Facility, but no less than what is proposed as the minimum Capital Investment for each Fueling Facility, based on when the Fueling Facility is opened to the Public.

Scope of Assets:
The R&R Plan shall cover all high-value "Life Cycle" assets, including:

- Fueling Infrastructure: Underground Storage Tanks (USTs), piping, turbine pumps, and fuel dispensers.
- Structural Elements: Canopy decking, structural steel painting, and road/pylon signage.

- Site Surfaces: Periodic milling and resurfacing of asphalt/concrete fueling aprons to prevent tripping hazards and ponding.
- Technology Systems: Periodic refreshes of Point-of-Sale (POS) hardware, tank monitoring consoles, and security camera systems.

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. Proposers are required to provide their rent pricing by completion and submission of Exhibit 7 - Financial Proposal, which provides the following:

1) Operational Rent shall be provided on a monthly basis beginning on the commencement date of the Lease Agreement consisting of:

    a. Fuel sales - Product of cents-per gallon based on the total gallons of fuel delivered, plus
    b. A percentage of Gross Sales derived from Non-Fuel Products, plus
    c. A percentage of Gross Sales derived from MHD EV Charging.

    Rent shall be suspended during the Redevelopment Period of each Fueling Facility, when closed (with no sales) as permitted by the Authority. The Redevelopment Period will be established for each Fueling Facility and Liquidated damages, as specified in Section 2.2.2 D - Liquidated Damages, may be assessed if the project is delayed.

    Rent will be pro-rated for the year in which the redeveloped Fueling Facility opens.
    Rent will be due by the 15th of each month, based on the Gross Sales of the previous month. Late payment would be subject to 9% of the rent owed for each day late.

2) The Proposer shall include a Minimum Annual Guarantee (MAG) Rent for Categories A - Fuel Sales, B – Non-Fuel Product Sales and C – MHD EV Charging Sales. The Proposers may elect to escalate the MAG in any or all categories every five years as delineated in Exhibit 7 – Financial Proposal.

    Rent and MAG will be reconciled at the end of each year.

3) Revenue from food, beverage, or other self-serve vending machines operated by the New York State Commission for the Blind (“Commission”) under its Business Enterprise Program (“BEP”) are NOT included in Gross Sales. However, If, at any time during the Lease Term, the Commission decides not to operate some or all of the vending machines through the BEP, the Successful Proposer will be responsible for those machines. Any revenue generated by vending machines operated by the Successful Proposer shall be included in Gross Sales for non-fuel products.

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 shall provide in its Proposal. The Authority reserves the right to, in its sole discretion, disqualify a Proposal that does not include all the information required below.

To expedite the review of submissions, the Authority requests proposals to be submitted in three separate sections:

1. Technical Proposal: Proposers shall submit their Technical Proposal in a binder marked "Technical Proposal" with the required material separated by tabs numbered/lettered to match the specific information requested in Section 3.1.2 – Technical Proposal below.

   Technical 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 in accordance with Section 3.1.2 – Technical Proposal below with the exception of Paragraph J (Documentation Regarding Legal Capacity) and Paragraph K (Other Required Materials). Materials required by Sections 3.1.3 (Capital Proposal) and 3.1.4 (Financial Proposal) will also **not** be counted toward the page limit.

2. Capital Proposal: Proposers shall submit their Capital Investment and Renewal and Replacement Plan in a separate envelope marked "Capital Proposal". Materials required to be submitted in the Capital Proposal are detailed below in Section 3.1.3 – Capital Proposal.

3. Financial Proposal**:** Proposers shall submit their Financial Proposal in a separate envelope marked "Financial Proposal." Materials required to be submitted in the Financial Proposal are detailed below in Section 3.1.4 Financial Proposal.

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, shall be signed by the individual or individuals authorized to bind the Proposer contractually. The letter shall 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. Either: A) A statement that if awarded the Agreement, the Proposer's provision of services to the Authority will not create any actual or potential conflict of interest or appearance of impropriety. Indicate what procedures will be followed to detect, notify the Authority of, and resolve any such conflicts.; or B) The identity of any existing or contemplated relationship with any other person or entity, including relationships with any member, shareholders of 5% or more, parent, subsidiary, or affiliated firm, which would constitute an actual or potential conflict of interest or appearance of impropriety, relating to other clients/customers of the Proposer or former officers and employees of the Authority, in connection with rendering services enumerated in the RFP. If a conflict does or might exist, a description of how the Proposer would eliminate or prevent it. Indicate what procedures will be followed to detect, notify the Authority of, and resolve any such conflicts.

6. Either: A) a statement that neither the Proposer, nor any of its members, shareholders of 5% or more, parents, affiliates, or subsidiaries, have been the subject of any investigation or disciplinary action by the New York State Commission on Ethics and Lobbying in Government or its predecessor State entities (collectively, "Commission"); or B) a brief description of any investigation or disciplinary action by the New York State Commission on Ethics and Lobbying in Government or its predecessor State entities (collectively, "Commission") with respect to the Proposer, any of its members, shareholders of 5% or more, parents, affiliates, or subsidiaries, including an indication of how any matter before the Commission was resolved or whether it remains unresolved.

7. An acknowledgement of the receipt of all Addenda at the time of the Proposal submittal due date, and, if required, revised Proposal submittals.

8. A statement that no member of the Proposer team is currently suspended or debarred from doing business with any governmental entity.

9. 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

10. 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 three (3) pages, provide a summary of your approach to the opportunity and highlight the strengths that your Proposal Team and its approach will bring to the redevelopment of the Fueling Facilities.

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 Fueling Facility relative to (i) the scope and implementation of the Initial Improvements and (ii) the types of services to be provided.

For each Fueling Facility, the Redevelopment Plan shall include:

1. Drawings and renderings for each site labeled with a simple descriptor.

2. Convenience Store and kiosk floor plans.

3. Site Plan. These plans shall show, at a minimum, examples of the siting and dimensions of the fueling area, canopy, forecourt, buildings, parking lots, air towers, storage sheds, screened dumpster enclosures, tank covers, spill buckets, etc., and clearly labeled vehicle circulation.

D. Operational Plan

Each Proposer shall provide a summary of its Operational Plan consistent with the required Contract Services described in Section 2.2.1 (Required Services), B. (Operational) specifically addressing maintenance, repair and staffing requirements.

E. Non-Fuel Products

Merchandising Layout and Presentation - The Proposer's Merchandising Plan shall include a conceptual "Planogram" for a typical Fueling Facility. This narrative should emphasize:

- Speed of Transaction: Layouts that minimize "dwell time" and allow customers to find essentials and checkout rapidly. The Authority recognizes that customer self-checkout can reduce dwell times.
- Cross-Merchandising: Strategies to pair beverage and snack sales with fuel transactions (e.g., "pump-to-store" promotions).
- Inventory Freshness: Quality control measures for dairy and perishable packaged goods to ensure 100% freshness and rotation.

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 Schedule 3 – Form Q-1 Proposer and Team Member Information ("Form Q-1") for the Proposer's Organization; Proposer's shall clearly identify the team members who will be performing the roles for services required, including but not limited to 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 Thruway Director of Fueling Facilities Maintenance and Operations required by Section 2.2.1, Required Services, B.1 Operations and Staffing. This information should include each individual's qualifying experience in performing the services assigned and their 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 Fueling Facilities,
    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 regarding government relations, community relations, and media relations,
    f. Constructing projects similar in scope,
    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 (including 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 major contract breaches, if applicable.

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 the facilities),
    b. Applicability and relevance of the reference project to the Contract Services being requested by this 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. "Lessons learned" applicable to the goals of this project.

3. Using Schedule 4 – Past Performance Form E-1 ("Form E-1"), 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. 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(s), over the past five (5) calendar years, which resulted in assessment of liquidated damages against the Proposer or any of its team members involving amounts of more than one hundred thousand dollars ($100,000). Describe the causes of the delays and the amounts assessed. Describe any outstanding damage claims 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

1. 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
2. Services pursuant to the Lease Agreement, considering the Authority's project goals as described in this RFP.
3. The presentation and format of the Proposer's project understanding is at the discretion of the Proposer.

I. Enhanced Customer Services and Revenue (if applicable)

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

J. Documentation Regarding Legal Capacity

Documentation required by this section will **not** be counted toward the page limit specified in Section 3.1.1 (Proposal Content) above.

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 related 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.

K. Other Required Materials

Documentation required by this section will **not** be counted toward the page limit specified in Section 3.1.1 (Proposal Content) above.

Each Proposal shall 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 shall 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 (Schedule 5) – 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 (Schedule 6) – 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 based on best value. The Authority uses the information provided by Proposers on this Questionnaire to assist 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://onlineservices.osc.state.ny.us/Enrollment/login?0.

   Vendors must provide their New York State Vendor Identification Number when enrolling. To request a Vendor ID assignment 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. 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 or may contact the Authority or the Office of the State Comptroller's Help Desk for a copy of the paper form.

4. Vendor Assurance of No Conflict of Interest or Detrimental Effect (Schedule 7)

5. Certification Under Executive Order No. 16 Prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia (Schedule 8)

6. Gender-Based Violence and the Workplace Certification (Schedule 9), pursuant to Exhibit 3 – Key Terms for Agreement, Section 13.08 – Gender-Based Violence Workplace Policy Requirement.

   Proposers **shall** complete and include Schedule 9 - Gender-Based Violence and the Workplace Certification with their proposal submission. By submission of this certification, each person signing on behalf of any organization certifies, and in the case of a joint submission each party thereto certifies its own organization, under penalty of perjury, that they have and have implemented a written policy addressing gender-based violence and the workplace.

7. ST-220-CA New York State Department of Taxation and Finance Contractor Certification (Schedule 10) – 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.

8. Pre-Proposal Conference/Site Visit Release (Schedule 1) – required if a Proposer did not attend the Pre-Proposal conference or site visits described in Section 1.4.

9. Equal Employment Opportunity Policy Statement, (Form EEO-1) (Schedule 11)

10. Equal Employment Opportunity Staffing Plan (Form EEO-2) (Schedule 12)

11. Contractor Utilization Plan (TA-W1022) (Schedule 13)

3.1.3 – Capital Proposal

Documentation required by this section will **not** be counted toward the page limit specified in Section 3.1.1 (Proposal Content) above.

Proposers are required to submit Exhibit 6 – Capital Proposal as their Capital Investment Plan and Renewal and Replacement Plan financial commitment over the Term of the Lease Agreement as outlined in Section 2.3.1 – Capital Investment Plan and Section 2.3.2 – Renewal and Replacement Plan. Exhibit 6 – Capital Proposal is an Excel file and is available here:

Exhibit 6 - Capital Proposal

Requirements for completing Exhibit 6 – Capital Proposal:

1. Proposers **shall** complete **all** cells highlighted in green.

2. Cells highlighted in light gray contain calculation formulas and shall not be altered. Any manual adjustments to the formulas or protected cells in Exhibit 6 – Capital Proposal may result in the disqualification of the Proposal.

3. For each of the Fueling Facility locations, enter the Projected opening date (*MM/DD/YYYY*) in the **PROJECTED OPENING DATE** column.

4. In the **INITIAL CAPITAL INVESTMENT** column, enter the proposed Initial Capital Investment for each Fueling Facility.

5. In the **RENEWAL & REPLACEMENT CONTRIBUTION PER YEAR** columns, the Proposer shall enter a percentage of the Initial Capital Investment contributed each year to the Renewal and Replacement Reserve account over the term of the Lease Agreement. 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.

   Proposers can increase and decrease the R&R percentage every five years as delineated in Exhibit 6 - Capital Proposal, but the minimum is ONE PERCENT of the Initial Capital Investment. The percentages as proposed will be firm for the Term of the Lease Agreement

6. The Proposer shall print, complete, and execute by a legally authorized representative of the proposing entity. The original signed form is the Proposer's firm and irrevocable offer to the Authority.

3.1.4 – Financial Proposal

Documentation required by this section will **not** be counted toward the page limit specified in Section 3.1.1 (Proposal Content) above.

A. Proposers are required to submit Exhibit 7 - Financial Proposal as their rental pricing commitment to the Authority for the term of the Lease Agreement as outlined in Section 2.3.3 – Rental Revenue from Operations. Exhibit 7 – Financial proposal is an Excel file and is available here:

   Exhibit 7 - Financial Proposal

   Requirements for completing Exhibit 7 – Financial Proposal:

   1. Proposers **shall** complete **all** cells highlighted in green.

   2. Cells highlighted in light gray contain calculation formulas and shall not be altered. Any manual adjustments to the formulas or protected cells in Exhibit 7 – Financial Proposal may result in the disqualification of the Proposal.

   3. Proposers are required to provide a monthly rent offer for each of the Facilities. For each Fueling Facility, proposers shall provide rent for the following categories:

      Category A: Fuel Sales
      Guaranteed Monthly Fuel Rent | Cents Per Gallon (CPG)

      Category B: Non-Fuel Product Sales
      Guaranteed Monthly Retail Rent | Percentage (%) of Non-Fuel Gross Sales

      Category C: Medium-Heavy Duty EV Charging Station Revenue
      Guaranteed Monthly MHD Charging Rent | Percentage (%) of MHD EV Charging Gross Sales

      Rent will be pro-rated for categories A, B and C for the months each Fueling Facility is closed for the Redevelopment Period. The pro-rated MAG will be automatically calculated in Exhibit 7 – Financial Proposal considering the information entered into the "# of months closed" fields.

   4. Proposers may choose to escalate the MAG Rent for Categories A, B and C every five years as delineated in Exhibit 7 – Financial Proposal.

5. Proposers shall complete the **PROJECTED RE-OPENING DATE** field and the **# OF MONTHS CLOSED** fields for 2027-2030. This will automatically calculate the pro-rated MAG for Categories A, B and C in the table below.

6. The **SUMMARY** tab is read-only and generates all values automatically based on the data entered for each Fueling Facility.

7. The Proposer shall print, complete, and execute by a legally authorized representative of the proposing entity. The original signed form is the Proposer's firm and irrevocable offer to the Authority.

B. 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 can obtain a Performance Bond meeting the requirements set forth in Section 10.05 of Exhibit 3 – Key Terms for Agreement.

2. Letter from a surety company indicating that the Proposer can obtain both a Payment Bond and a Construction Performance Bond of at least 100% of the Capital Investment value for the Initial improvements; a Performance Bond, for the period of operation throughout the term of the Lease, in the amount set forth in Exhibit 3, Article 10; and a Surety Bond in the amount of the MAG.

    a) The surety company issuing the Bonds shall meet the qualification requirements set forth in Article 10, Sections 10.05 and 10.06 of Exhibit 3 –Key Terms for Agreement.
    b) The letter shall 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 Schedule 3 - 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 Proposer in exchange for an ownership interest in the Proposer.

4. 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 Proposer 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.

Section 3.2 – Submission of Proposal

Proposals shall be submitted to the Authority CMS2, identified in Section 1.3 hereof, on or before the due date for Proposals set forth in Section 1.2 of this RFP.

Proposers shall submit one (1) signed in ink original (marked **ORIGINAL**) copy of its Technical Proposal (excluding the Capital Proposal and Financial Proposal). In addition, Proposers must submit one (1) copy of the Technical Proposal (excluding the Capital Proposal and Financial Proposal) on a flash drive in a PDF format.

The Proposer's Capital Proposal shall be in a separate, sealed envelope with one (1) signed in ink original document (marked **ORIGINAL**). Proposers shall also submit a copy of the Capital Proposal on a flash drive in Excel format in the same appropriately marked envelope.

The Proposer's Financial Proposal shall be in a separate, sealed envelope with one (1) signed in ink original document (marked **ORIGINAL**). Proposers shall also submit a copy of the Financial Proposal on a flash drive in Excel format in the same appropriately marked envelope.

All boxes, packages and envelopes containing Technical Proposals, Capital Proposals and Financial Proposals shall be clearly labeled with Proposer's name and this RFP title and number (located on the cover page of this RFP) and shall additionally be labeled with the notation "Technical Proposal," "Capital Proposal" and "Financial 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 CMS2 named in Section 1.3. A Proposer may thereafter re-submit a previously withdrawn proposal if done so by the proposal due date.

Proposers may only be a part of one proposal either as prime or as a subcontractor.

The Authority will not accept proposals by telegraph, 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, apart from 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 shall 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 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 as 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, the 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, Fueling 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 the required elements specified in this RFP. The Authority reserves the right to, in its discretion, disqualify without further evaluation of a Proposal that does not meet all the RFP requirements.

Section 4.3 – Evaluation/Criteria

The Evaluation Committee will evaluate each Proposal (that the Authority determines to be responsive to the RFP requirements) to determine which Proposal offers the "best value" to the Authority using the criteria for selection set forth below, having the priority order specific below

A. Redevelopment Plan

B. Operational Plan - Quality, variety, and methodology of services

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. Capital Investment and Renewal and Replacement Plan

F. Financial Proposal

For purposes of this RFP, criteria A-D above constitute the Proposer's "Technical Proposal"

In determining the value offered to the Authority by Proposals, the three separate parts of the Proposals have the following importance in order (from highest to lowest importance):

1. Technical Proposal (see Section 3.1.2)
2. Capital Proposal (see Section 3.1.3 B)
3. Financial Proposal (see Section 3.1.3 A)

In addition, the criteria for evaluating the Technical Proposal have the following importance in order (from highest to lowest), except that the technical evaluation criteria denoted in B and C below are of equal importance to each other):

A. Redevelopment Plan

D. Demonstrated record of the Proposer's experience, capability to perform required services, and project understanding

B. Operational Plan - Quality, variety, and methodology of services

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

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 their 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 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 shall be made within 15 business days from the date of the Notice of Tentative Lease Agreement Award and directed to the Authority CMS2, 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. 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 hereby are 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 at any time during 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. Make an award under the RFP in whole, or in part, to one Proposer or multiple Proposers.

3. Change any of the scheduled dates stated herein as noted above in Section 1.2.
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. Revise or eliminate one or more of the terms and services described in the RFP or include services not currently contemplated therein.
6. To supplement, amend or otherwise modify this RFP, issue Addenda or otherwise request additional information at any time and without notice or liability to any Proposer or other parties for expenses incurred in preparations of a proposal.
7. Issue one or more Addenda extending the due dates for the Proposals.
8. Re-advertise for the solicitation of new Proposals or to issue subsequent RFPs.

9. Conduct discussions or hold meetings with one or more of the Proposers, in order to obtain clarification of information provided by the Proposer.
10. 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).
11. Request Best and Final Offers (BAFOs) from all Proposers that are determined to be eligible for Contract award.
12. Appoint the selection and evaluation personnel to review Proposals and seek the assistance of outside technical experts in the Proposal evaluations, if necessary.
13. 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.
14. 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.
15. 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.
16. Accept or reject any or all Proposals received in response to this RFP.
17. 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.
18. Require clarification at any time during the procurement process and/or require correction of any arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a Proposer's proposal and/or to determine a Proposer's compliance with the requirements of the RFP.
19. Waive any defects, technicalities or informalities and excuse minor irregularities contained in any Proposal. This 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.
20. Request that Proposer(s) clarify elements in their Proposals and submit revised Proposals that incorporate such clarifications.
21. 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.
22. 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, and to request additional evidence to support any such information.
23. Utilize any internal knowledge about the Proposer obtained from prior performance under Authority contracts.
24. Utilize any and all ideas submitted in the proposals received.

25. 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, and reject any of the team members providing major services.
26. Determine the best approach to ensuring that the Fueling Facilities are designed to be adaptable and ready to incorporate the latest technologies.
27. 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 to 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
28. 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 Authority CMS2, 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 Authority CMS2 how the Proposer proposes to mitigate, minimize or eliminate the conflict of interest or appearance thereof.

Section 4.8 – Public Work Projects

All contractors and subcontractors submitting bids or performing construction work on public work projects or private projects covered by Article 8 of the Labor Law are required to register with the New York State Department of Labor (NYSDOL) under Labor Law Section 220-i. The required Certificate of Contactor Registration should be submitted with all eligible projects. Additional information and instructions for registering are available on NYSDOL's website: https://dol.ny.gov/bureau-public-work-and-prevailing-wage-enforcement.

Private projects subject to Article 8 of the Labor Law include those covered by Labor Law Sections 224-a (public subsidy funded projects), 224-d (renewable energy systems), 224-e (broadband projects), 224-f (climate risk-related and energy transition projects and roadway excavations.) The law defines a "contractor" as any entity entering into a contract to perform construction, demolition, reconstruction, excavation, rehabilitation, repair, installation, renovation, alteration or custom fabrication. The law defines "subcontractor" as any entity subcontracting with a contractor to perform construction, demolition, reconstruction, excavation, rehabilitation, repair, installation, renovation, alteration or custom fabrication, which is subject to Article 8 of the Labor Law. Contractors are responsible for verifying that any subcontractors they work with are registered.

Section 4.9 - Grievance Policy

As indicated in Section 1.3, all questions or concerns regarding this RFP shall be directed to the Authority CMS2 named in Section 1.3. 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 Chief Procurement Officer at P.O. Box 189, Albany, New York 12201-0189, Attn: Vendor Protest.

ARTICLE V – Compliance Requirements and Procedures

Section 5.1 – Participation Opportunities for New York State Certified Minority and Women-owned Business Enterprises

PROPOSER 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

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 a separate overall goal of **30%** for MWBE participation for the construction, demolition, replacement, major repair or renovation and related professional services pertaining to the **Initial Improvements** 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).

Separately, and in addition to this goal for the Initial Improvements, the Authority hereby establishes a separate overall goal of **30%** for MWBE participation throughout the life of the Lease Agreement for 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 Fueling Facility locations shall be taken into account.

The Proposer shall 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 a Proposer'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. **FOR ALL OTHER CONTRACTS** - 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 Proposer 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, the 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 Bureau of Compliance at (518) 471-4464.

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

A. An MWBE Utilization Plan (TA-W1022) (Schedule 13) with their bid or proposalhttp://www.thruway.ny.gov/business/dmwbe/ta-w1037.xls, which should provide MWBE utilization information for the duration of the Lease Agreement. The MWBE Utilization Plan shall take into account all Fueling Facilities.

   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 Bureau of Compliance 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;

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 Proposer 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 (TA-W1022) (Schedule 13) after the Lease Agreement award and during the term of the Lease Agreement shall be reported on a revised MWBE Utilization Plan and submitted to the Authority for review and approval.

The Proposer will be required to report over the term of the Lease Agreement monthly Contractor Payments (TA-W1023) to the Authority by the 10th day of each 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.

Section 5.2 - 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 according to Exhibit L3 (New York State Certified Minority/Women/Service Disabled Veteran-Owned Business Enterprises Goal Requirements and Procedures for Participation), and of the Lease Agreement concerning non-discrimination and equal

employment opportunities, including, but not limited to, those specified in **Clause 4 – Non-Discrimination Requirements and Clause 11 - Equal Employment Opportunities for Minorities and Women in Appendix A - Standard Clauses**.

The Proposer is required to ensure that it and any subcontractors awarded a subcontract for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work"), except where the Work is for the beneficial use of the Proposer, undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.

The Proposer will be required to submit Schedule 11 - Equal Employment Opportunity Policy Statement, (Form EEO-1) and Schedule 12 - EEO Staffing Plan (Form EEO-2) to the Authority with its proposal. If awarded the Lease Agreement, Proposer shall submit a Workforce Utilization Report and shall require each of its Subcontractors to submit a Workforce Utilization Report, in such format as shall be required by the Authority on a monthly basis during the term of the Contract. Pursuant to Executive Order 162, the Proposer and subcontractors will also be required to report the gross wages paid to each of their employees for the work performed by such employees on the contract utilizing the Workforce Utilization Report on a quarterly basis.

During the performance of this contract, Proposer agrees to comply with the Equal Employment Opportunity (EEO) requirements specified herein.

"Minority" includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
(ii) Hispanic (a person of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin, regardless of race;
(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast, Asia, the Indian Subcontinent, or the Pacific Islands); and
(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification. Identification may be made by any suitable authority in the community such as an educational institution, religious organization, or a state agency).

a. Non-Discrimination Clause

Proposer will ensure equal employment opportunity by not discriminating against any applicant for employment because of race, color, religion, sex, national origin, age, disability, or marital status, regarding, (among other things) the following: upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

b. Availability of Contractor's Records

Proposer will furnish all information and reports as may be required by the Authority or by laws, rules, regulations and executive orders incorporated herein by the Authority and will permit access to its books, records and accounts by the Authority's Bureau of Compliance for purposes of monitoring and investigating compliance with these requirements and such rules, regulations, orders, procedures and guidelines.

c. Enforcement

In order to determine whether the Proposer has complied with the requirements, the Authority may proceed by order to show cause, compliance conference, hearing or any other lawful procedure upon due notice in writing to the Successful Proposer. In the event the Authority finds that the Proposer has failed to comply with these requirements, this contract may be canceled, terminated, or suspended in whole or in part and/or Liquidated Damages may be imposed in accordance with the procedures authorized in Section 312 of Executive Law 15-A, provisions of the Agreement, relevant laws and rules and regulations as deemed appropriate by the Authority, at no cost or liability to the Authority.

In accordance with New York State Executive Order No. 177 entitled "Prohibiting State Contracts with Entities that Support Discrimination", provisions of the Agreement, Proposer may be declared ineligible for further New York State government contract and such other sanctions may be imposed and remedies invoked as deemed appropriate by the Authority or as otherwise provided by laws, rules, regulations, and executive orders.

d. Contractor's Responsibility Regarding Collective Bargaining Agreements

Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Proposer has a collective bargaining agreement to refer either minorities or women shall excuse the Successful Proposer's obligations under these requirements, any statute, rules, regulations, procedures, guidelines and executive orders promulgated or established pursuant to Executive Order 177.

e. Applicability To Subcontract

As per Section 312 of New York State Executive Law Article 15-A, the Proposer will physically include and incorporate this Section 5.3, into every subcontract or purchase order unless exempted by rules, regulations, or orders of the Director, pursuant to the Executive Order 8, and such requirements shall be binding upon each subcontractor, service provider, or vendor. The Proposer will take such action with respect to any subcontract or purchase order as the Authority may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Successful Proposer becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of any provision or direction issued pursuant to these requirements or by the Authority, the Successful Proposer may request the Authority to enter into such litigation or dispute to protect the interests of the Authority.

f. Equal Employment Opportunity Officer

The Proposer will designate and make known to the Bureau of Compliance the employee or agent of the Proposer who will have the responsibility for and shall be capable of effectively administering and promoting an active program of equal employment opportunity. Such individual(s) shall be provided with adequate authority and responsibility to do so.

g. Complaints of Alleged Discrimination/Sexual Harassment

The Proposer will promptly investigate all complaints of alleged discrimination/sexual harassment made to the Proposer in connection with its obligations under the Agreement, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination/sexual harassment may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the Proposer will inform every complainant of all of his or her avenues of appeal, including the New York State Division of Human Rights and Equal Employment Opportunity Commission.

The Proposer shall inform the Bureau of Compliance (within 24 hours) in writing of any formal or informal, complaint, incident or any issue of discrimination/sexual harassment. Results of investigation shall be submitted to the Bureau of Compliance within ten (10) days of the complaint unless an extension is provided by the Bureau of Compliance.

h. Nondiscrimination

The Proposer shall comply with the provisions of the Human Rights Law, and all other State and Federal statutory and constitutional non-discrimination provisions. The Proposer and its subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, gender identity or gender expression, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

The Human Rights Law may also require reasonable accommodation for persons with disabilities and who are pregnant or have 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 Human Rights Law may also require reasonable accommodation in employment on the basis of Sabbath observance or religious practices.

Section 5.3 – Participation Opportunities for New York State Certified Service-Disabled Veteran-Owned Business

Article 3 of New York State Veterans' Services 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 a separate goal of **6%** for SDVOB participation for the construction, demolition, replacement, major repair or renovation and related professional services pertaining to the **Initial Improvements** 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 SDVOBs at each project site).

Separately, and in addition to this goal for the Initial Improvements, the Authority hereby establishes a separate goal of **6%** for SDVOB participation throughout the life of the Lease Agreement for 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 SDVOBs at each project site). All Fueling Facility locations shall be taken into account.

For purposes of providing meaningful participation by SDVOBs, the Proposer should reference the directory of New York State Certified SDVOBs found at: https://sdves.ogs.ny.gov/business-search. Questions regarding compliance with SDVOB participation goals should be directed to the Authority Designated Contacts. Additionally, following Lease Agreement execution, the Proposer 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 to discuss additional methods of maximizing participation by SDVOBs on the Lease Agreement.

In accordance with 9 NYCRR § 252.2(n), the Proposer shall 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 Form TA-W1022 (Schedule 13). 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's 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 (7) 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 (5) business days of notification by the Authority, a request for a partial or total waiver of SDVOB participation goals on Form TA-W1077. 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 Proposer 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 shall be reported on a revised SDVOB Utilization Plan and submitted to the Authority.

The Proposer 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 the Proposer for non-responsibility.

In accordance with 9 NYCRR § 252.2(m), a Proposer 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 TA-W1077, 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 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/Successful Proposer shall speak to Authority Designated Contacts for guidance.

The Proposer 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 Proposer is required to report SDVOB Contractor Payments to the Authority during the term of the Lease Agreement on a monthly basis for the preceding months' activity, documenting progress made towards achieving the Lease Agreement SDVOB goals. This information shall be submitted using Form TA-W1023 available on the Authority's website and should be completed by the Proposer and submitted to the Authority by the 10th day of the month, for the previous month being reported. during the term of the Lease Agreement, for the preceding quarter's activity to: compliance@thruway.ny.gov.

If the Authority, upon review of the SDVOB Utilization Plan and Monthly SDVOB Contractor Payment Report determines that Proposer is failing or refusing to comply with the Lease Agreement goals and no waiver has been issued in regard to such non-compliance, the Authority may issue a notice of deficiency to the Proposer. The Proposer shall respond to the notice of deficiency within seven (7) 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 Proposer 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 Proposer shall pay damages as set forth therein.

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.

ALL FORMS ARE AVAILABLE AT: https://www.thruway.ny.gov/business/forms

ARTICLE VI – Lease Terms and Conditions

Section 6.1 – Lease Agreement

The Successful Proposer will be required to enter into a Lease Agreement with the Authority. Please refer to Exhibit 3 – Key Terms for Agreement.

For the Lease Agreement terms set forth in Exhibit 3 – Key Terms for Agreement, the Authority will only modify such during the question and answer provisions of this RFP if the Authority determines that there is a compelling reason to do so. Any changes that are expressly rejected by the Authority pursuant to questions and answers stage of this procurement will not be allowed to be incorporated into the Lease Agreement pursuant to any negotiations with the Successful Proposer. The Authority retains the ability to expand or modify the proposed Lease Agreement terms in this RFP to the extent necessary to account for the selected successful Proposer's Proposal provided that such terms were not expressly rejected during the questions and answers stage of this procurement and provided that they are not materially inconsistent with the Lease Agreement terms set forth in this RFP. The terms and conditions listed in Exhibit 3 and herein are subject to further development by the Authority.

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 Appendix D) to the Authority prior to commencement of work under the Lease Agreement.

Section 6.2 – Insurance Requirements

Please refer to Exhibit 3 – Key Terms for Agreement, Article 10 - Insurance Requirements

Section 6.3 – Standard Contract Clauses, Appendices, Exhibits and Schedules

The Appendices listed below and attached hereto will be incorporated into and made a part of the Agreement**.** The Successful Proposer shall complete and submit Appendix D - Authority Supplemental Insurance Certificate to the Authority prior to commencement of work under the Agreement. Proposers shall complete and submit Exhibits 6 and 7, and Schedules 3 through 13 with their proposal. If applicable, Proposers shall submit Schedule 1 with their Proposal.

Appendix A	Standard Clauses
Appendix B	Thruway Authority Guidelines Regarding Permissible Contacts During a Procurement and the Prohibition of Inappropriate Lobbying Influence
Appendix C	New York State Certified Minority/Women/Service-Disabled Veteran-Owned Business Enterprises Goal Requirements And Procedures For Participation (See Section 6.16 H. of Exhibit 3 - Key Terms for Agreement)
Appendix D	Authority Supplemental Insurance Certificate (TA-W51343)
Appendix E	Inventions Policy
Appendix F	Network Connection Requirements (TAP-372) (See Section 6.19 of Exhibit 3 – Key Terms for Agreement)
Appendix G	Cybersecurity Requirements (See Section 6.19 of Exhibit 3 – Key Terms for Agreement)
Exhibit 1	NYSTA Fueling Facilities Map

Exhibit 2	2019 – 2025 Traffic Data and 2020-2025 Fuel Volumes
Exhibit 3	Key Terms for Agreement
Exhibit 4	Customer Survey: Thruway Fueling Facilities
Exhibit 5	Fueling Facilities Area Responsibility Maps
Exhibit 6	Capital Proposal
Exhibit 7	Financial Proposal
Exhibit 8	Design and Construction Requirements
Exhibit 9	Environmental Information
Exhibit 10	Procedure for the Control of Concessionaire Building Modifications for Service Areas
Schedule 1	Pre-Proposal Conference/Site Visit Release
Schedule 2	Confidentiality and Non-Disclosure Agreement
Schedule 3	Proposer and Team Member Information Form Q-1
Schedule 4	Past Performance Form E-1
Schedule 5	New York State Finance Law §§ 139-j and 139-k Disclosure of Prior Non-Responsibility Determinations (TA-W3053)
Schedule 6	Certificate of Compliance with the Authority Guidelines Regarding Permissible Contacts During a Procurement and the Prohibition of Inappropriate Lobbying Influence (TA-W2111)
Schedule 7	Vendor Assurance of No Conflict of Interest or Detrimental Effect
Schedule 8	Certification Under Executive Order No. 16 Prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia
Schedule 9	Gender-Based Violence and the Workplace Certification
Schedule 10	ST-220-CA New York State Department of Taxation and Finance Contractor Certification
Schedule 11	Equal Employment Opportunity Policy Statement, (Form EEO-1)
Schedule 12	Equal Employment Opportunity Staffing Plan (Form EEO-2)
Schedule 13	Contractor Utilization Plan (TA-W1022)

APPENDIX A

Standard Clauses for New York State

Thruway Authority Contracts

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**. Where required by law, this contract may require approval of the State Comptroller and shall not be valid until it has been approved by the State Comptroller and filed in its 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 or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. 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. NOTE: As of October 2019, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

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, entitled "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: https://ogs.ny.gov/list-entities-determined-be-non-responsive-biddersofferers-pursuant-nys-iran-divestment-act-2012.

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.

Contractor further certifies that it will not utilize on this contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this contract, it must provide the same certification at the time the contract is renewed or extended. Contractor also agrees that any proposed Assignee of this contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the Authority.

During the term of the contract, should the Authority receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the Authority will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the Authority shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

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.

26. **ADMISSIBILITY OF REPRODUCTION OF CONTRACT.** Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

27. **CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.** To the extent this agreement is a contract as defined by Tax Law § 5-a, if the Contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the Authority, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the Authority determines that such action is in the best interest of the Authority.

28. **CONTRACT INVOLVING STEEL PRODUCTS**. Contracts involving steel products are subject to Public Authorities Law § 2603-a, and steel products to be provided or incorporated by Contractor must be produced or made in whole or substantial part in the United States as set forth therein.

APPENDIX B

Thruway Authority Guidelines Regarding Permissible Contacts During a Procurement and the Prohibition of Inappropriate Lobbying Influence

TAP-335 (11/2020)

New York State Thruway Authority

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"), enacted major changes to the Legislative Law and State Finance Law relative to lobbying on government procurements and procurement contracts. 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[1] 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[2] for an Authority procurement, an offerer may only make permissible "contacts" regarding such procurement, which means that the offerer shall contact only the Authority 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 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;

[1] An individual or entity, or any employee, agent, consultant or person acting on behalf of such individual or entity, that contacts the Authority 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 regarding a procurement in the exercise of its oversight duties shall not be considered an offerer.

[2] 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, and ending with the final contract award and approval by the Authority, and, where applicable, the State Comptroller.

- written complaints that the Authority designated contact for a procurement fails to respond in a timely manner to authorized offerer contacts;
- negotiation of procurement contract terms with the Authority following tentative award;
- contacts between designated Authority staff and an offerer to request the review of a procurement contract award;
- communications with the Authority 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;
- communications between Authority staff and offerers that solely address the determination of vendor responsibility.
- communications relating to the Authority's procurement made pursuant to State Finance Law Section 162(1) undertaken by (i) the non-profit-making agencies appointed pursuant to Section 162(6)(e) by the Commissioner of the Office of Children and Family Services, the Commission for the Blind or the Commissioner of Education, and (ii) the qualified charitable non-profit-making agencies for the blind, and qualified charitable non-profit-making agencies for other severely disabled persons as identified in Section 162(2); provided, however, that any communications which attempt to influence the issuance or terms of the specifications that serve as the basis or bid documents, RFPs, IFBs, solicitations of proposals, or any other method for soliciting a response from offerers intending to result in a procurement contract with the Authority shall not be exempt;
- complaints by a Minority and Women-owned Business Enterprise (MWBE) entity to the MWBE statewide advocate concerning the Authority's failure to comply with the requirements of Executive Law Section 315; and,
- communications between the MWBE statewide advocate and the Authority in furtherance of the MWBE statewide advocate pursuant to Executive Law Section 312-a.

An offerer shall not, under any circumstance, attempt to influence an Authority 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 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 about the procurement.

An offerer that submits a proposal, bid or other response to an Authority 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 (4) 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 procurement contracts will contain: a certification by the offerer that all information provided to the Authority

with respect to the Lobbying Law is complete, true and accurate; and a provision authorizing the Authority to terminate the contract in the event such certification is found to be intentionally false or incomplete.

The Authority will investigate all allegations of violations of the Authority 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 (4) years of the first such determination shall 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 will notify the New York State Office of General Services 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, under Doing Business; Purchasing Services - Law, Policies and Procedures. Copies of Sections 73 and 74 of the Public Officer's Law are also available on the Joint Commission on Public Ethics website, www.jcope.ny.gov, under Laws. If you require further guidance on the Lobbying Law, you are encouraged to visit the Advisory Council on Procurement Lobbying website at https://ogs.ny.gov/acpl, where the Lobbying Law and the Guidelines on Procurement Lobbying (Frequently Asked Questions) adopted by the Council are posted.

APPENDIX D

Authority Supplemental Insurance Certificate

TA-W51343 (11/2017)

NEW YORK STATE OF OPPORTUNITY | Thruway Authority

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
I.	**Commercial General Liability (CGL) Insurance - Policy No.** _____		
	a. Does the General Aggregate reflect a per-project aggregate endorsement (CG 25 03 05 09 or equivalent)?	☐	☐
	b. Does the CGL provide coverage for:		
	1. Explosion, Collapse and Underground Hazards (XCU)?	☐	☐
	2. Products & Completed Operations Liability?	☐	☐
	3. Additional Insureds for claims involving injury to employees of the Named Insured or subcontractors?	☐	☐
	4. Is Cross liability in the ISO GL policy (i.e., Insured vs. Insured suits) excluded?	☐	☐
	If "No", is Cross liability in the ISO GL policy restricted?	☐	☐
	5. Property damage to work due to Independent contractor's (subcontractor's) operations?	☐	☐
	c. Is the CGL policy written on ISO form CG 00 01 04 13 or an equivalent form?	☐	☐
II.	**Workers' Compensation - Policy No.** _____		
	a. Does Workers' Comp. apply to federally-regulated employment (i.e., Jones Act, USL&H)?	☐	☐
	b. Is Workers' Comp. from a New York State authorized insurer?	☐	☐
	c. If sole proprietorship, partnership, or corporation with one or two shareholders, is Workers' Comp. coverage provided for owners?	☐	☐
III.	**Environmental Insurance (EI)** (including Asbestos & Lead Abatement) - **Policy No.** _____		
	Professional Liability Insurance (PLI) (including Errors & Omissions) - **Policy No.** _____		
	a. Do EI defense costs reduce liability limits?	☐	☐
	b. If EI is on a claims-made basis, what is the retroactive date? _____		
	c. Do PLI defense costs reduce liability limits?	☐	☐
	d. If PLI is on a claims-made basis, what is the retroactive date? _____		
IV.	**Mandatory Endorsements and Other Provisions** (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?	☐	☐
	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._____	☐	☐	☐
Excess Policy No. _____	☐	☐	☐

	c. Are all policies endorsed to provide 30 days advance notice to the NYSTA of termination/material change, except for non-payment/cancellation?	☐	☐
	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)?	☐	☐
	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 ***either*** ISO endorsement CA 99 48 03 06 - Pollution Liability - Broadened Coverage for Covered Autos-Business Auto, Motor Carrier and Truckers Coverage Forms ***or*** ISO endorsement CA 00 12 03 06 - Truckers Coverage Forms?	☐	☐

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: _____

APPENDIX E

Inventions Policy

GENERAL POLICY	SECTION TITLE	NUMBER 25-1-10
	POLICIES – ADMINISTRATIVE	
APPROVED **BOARD MEETING NUMBER: 651** **RESOLUTION NUMBER: 5519** **DATE: July 6, 2006**	SUBJECT **INVENTIONS – THRUWAY AUTHORITY**	

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.

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.

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.

EXHIBIT 1

NYSTA Fueling Facilities Map

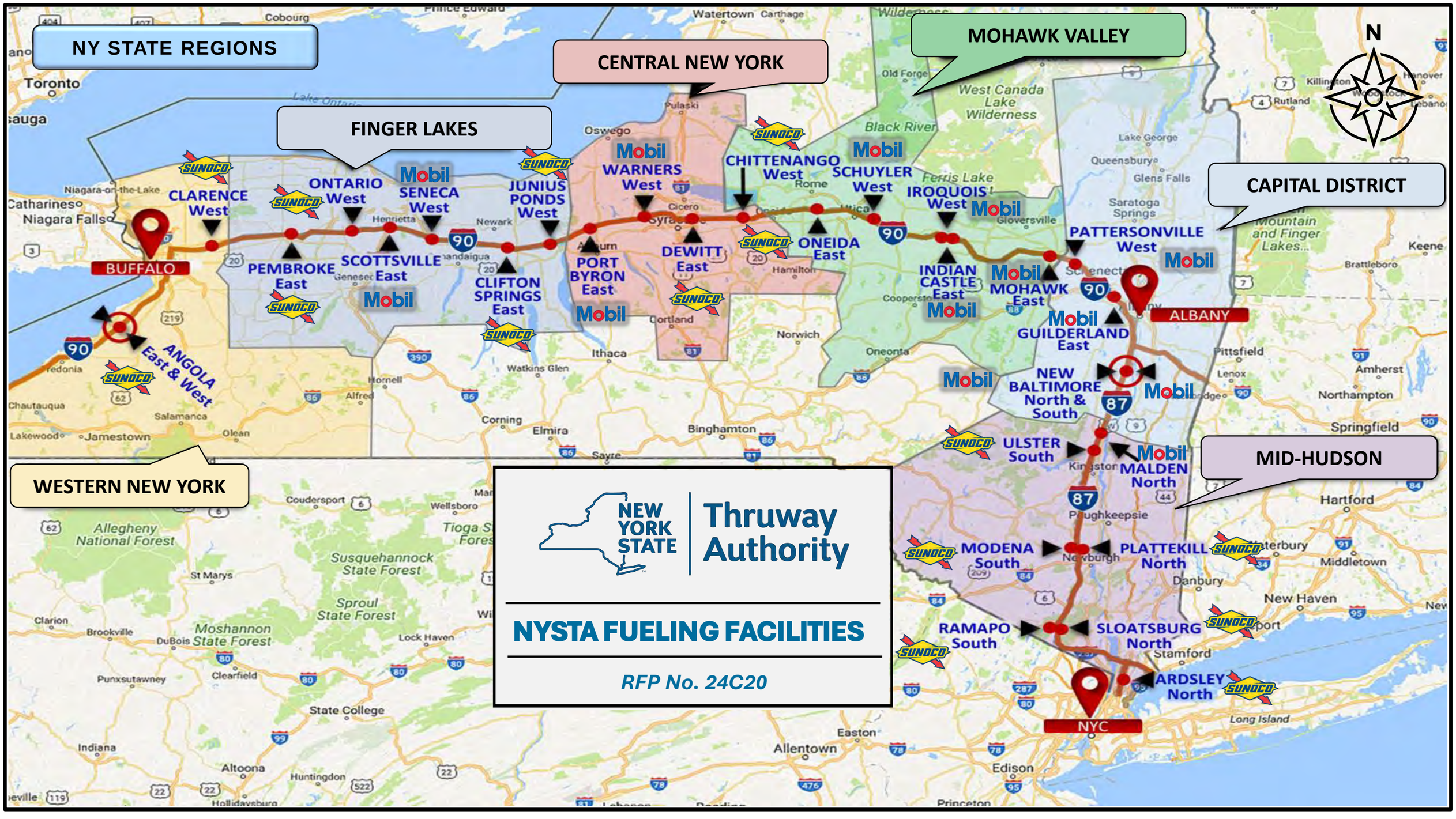
NY STATE REGIONS
WESTERN NEW YORK
FINGER LAKES
CENTRAL NEW YORK
MOHAWK VALLEY
CAPITAL DISTRICT
MID-HUDSON
N
BUFFALO
CLARENCE West
ONTARIO West
SENECA West
JUNIUS PONDS West
PEMBROKE East
SCOTTSVILLE East
CLIFTON SPRINGS East
WARNERS West
PORT BYRON East
DEWITT East
CHITTENANGO West
ONEIDA East
SCHUYLER West
IROQUOIS West
INDIAN CASTLE East
MOHAWK East
PATTERSONVILLE West
GUILDERLAND East
NEW BALTIMORE North & South
ALBANY
ANGOLA East & West
ULSTER South
MALDEN North
MODENA South
PLATTEKILL North
RAMAPO South
SLOATSBURG North
ARDSLEY North
NYC
NEW YORK STATE
Thruway Authority
NYSTA FUELING FACILITIES
RFP No. 24C20

EXHIBIT 2

2019-2025 Traffic Data &
2020-2025 Fuel Volumes

Average Annual Daily Traffic (AADT) by Service Areas

Service Area	NORTHBOUND and WESTBOUND Travelers	Direction	Mile Post	AADT (Two-Way)
Ardsley	Between: Exit 6A (Yonkers Toll Barrier) & Exit 7 (Ardsley) Route: I-87 - NYS Thruway	Northbound	6	48,120
Sloatsburg	Between: Exit 15A (Suffern Rt. 17N) & Exit 16 (Woodbury Toll Barrier) Route: I-87 - NYS Thruway	Northbound	33	93,612
Plattekill	Between: Exit 17 (Newburgh I-84) & Exit 18 (New Paltz) Route: I-87 - NYS Thruway	Northbound	65	44,375
Malden	Between: Exit 20 (Saugerties) & Exit 21 (Catskill) Route: I-87 - NYS Thruway	Northbound	103	37,005
New Baltimore	Between: Exit 21B (Coxsackie) & Exit 21A (Berkshire Section/to Mass Pike) Route: I-87 - NYS Thruway	Northbound & Southbound	127	41,392
Pattersonville	Between: Exit 26 (Schenectady West) & Exit 27 (Amsterdam) Route: I-90 - NYS Thruway	Westbound	168	29,548
Iroquois	Between: Exit 29 (Canajoharie) & Exit 29A (Little Falls) Route: I-90 - NYS Thruway	Westbound	210	23,842
Schuyler	Between: Exit 30 (Herkimer) & Exit 31 (Utica) Route: I-90 - NYS Thruway	Westbound	227	24,222
Chittenango	Between: Exit 34 (Canastota) & Exit 34A (Syracuse I-481) Route: I-90 - NYS Thruway	Westbound	266	40,377
Warners	Between: Exit 39 (Syracuse West) & Exit 40 (Weedsport) Route: I-90 - NYS Thruway	Westbound	292	38,259
Junius Ponds	Between: Exit 41 (Waterloo) & Exit 42 (Geneva) Route: I-90 - NYS Thruway	Westbound	324	36,687
Seneca	Between: Exit 44 (Canandaigua) & Exit 45 (Rochester I-490) Route: I-90 - NYS Thruway	Westbound	350	61,463
Ontario	Between: Exit 46 (Rochester) & Exit 47 (Leroy) Route: I-90 - NYS Thruway	Westbound	376	29,618
Clarence	Between: Exit 48A (Pembroke) & Exit 49 (Depew) Route: I-90 - NYS Thruway	Westbound	412	42,903
Angola	Between: Exit 57A (Eden-Angola) & Exit 58 (Silver Creek) Route: I-90 - NYS Thruway	Eastbound & Westbound	447	27,614

Service Area	EASTBOUND and SOUTHBOUND Travelers	Direction	Mile Post	AADT (Two-Way)
Angola	Between: Exit 57A (Eden-Angola) & Exit 58 (Silver Creek) Route: I-90 - NYS Thruway	Eastbound & Westbound	447	27,614
Pembroke	Between: Exit 48A (Pembroke) & Exit 48 (Batavia) Route: I-90 - NYS Thruway	Eastbound	397	42,507
Scottsville	Between: Exit 47 (Leroy) & Exit 46 (Rochester) Route: I-90 - NYS Thruway	Eastbound	366	29,618
Clifton Springs	Between: Exit 43 (Manchester) & Exit 42 (Geneva) Route: I-90 - NYS Thruway	Eastbound	337	40,471
Port Byron	Between: Exit 41 (Waterloo) & Exit 40 (Weedsport) Route: I-90 - NYS Thruway	Eastbound	310	35,900

Dewitt	Between: Exit 36 (Syracuse I-81) & Exit 35 (Syracuse East) Route: I-90 - NYS Thruway	Eastbound	280	31,890
Oneida	Between: Exit 33 (Verona-Rome) & Exit 32 (Westmoreland-Rome) Route: I-90 - NYS Thruway	Eastbound	244	28,909
Indian Castle	Between: Exit 29A (Little Falls) & Exit 29 (Canajoharie) Route: I-90 - NYS Thruway	Eastbound	210	23,842
Mohawk	Between: Exit 27 (Amsterdam) & Exit 26 (Schenectady West) Route: I-90 - NYS Thruway	Eastbound	172	29,548
Guilderland	Between: Exit 25 (Schenectady East) & Exit 24 (Albany Northway) Route: I-90 - NYS Thruway	Eastbound	153	79,112
New Baltimore	Between: Exit 21B (Coxsackie) & Exit 21A (Berkshire Section/to Mass Pike) Route: I-87 - NYS Thruway	Northbound & Southbound	127	41,392
Ulster	Between: Exit 20 (Saugerties) & Exit 19 (Kingston) Route: I-87 - NYS Thruway	Southbound	96	39,918
Modena	Between: Exit 18 (New Paltz) & Exit 17 (Newburgh I-84) Route: I-87 - NYS Thruway	Southbound	66	44,375
Ramapo	Between: Exit 16 (Woodbury Toll Barrier) & Exit 15A (Suffern Rt. 17N) Route: I-87 - NYS Thruway	Southbound	33	93,612

Notes:

1.) All AADT's are estimated numbers

AADT Trucks and Cars 2019-2023 by Service Areas

Service Area	Thruway Segment	TDS counter	MP Begins	MP Ends	Direction	2019 AADT Cars	2019 AADT Trucks	2020 AADT Cars	2020 AADT Trucks	2021 AADT Cars	2021 AADT Trucks	2022 AADT Cars	2022 AADT Trucks	2023 AADT Cars	2023 AADT Trucks
Ardsley	M6A-M7 Yonkers	**M0055NA(now M0058N Yonkers Gantry)**	5.14	7.84	North	21,831	2,828	34,003	5,767	40,840	6,926	41,189	7,845	42,666	7,529
Sloatsburg	M15A-M16 Woodbury	**M0423N**	31.35	45.2	North	40,039	5,983	30,957	5,896	36,802	7,538	37,735	7,729	38,444	7,874
Ramapo	M15A-M16 Woodbury	**M0362S**	31.35	45.2	South	40,039	5,983	30,957	5,896	36,802	7,538	37,735	7,729	38,445	7,874
Plattekill	M17-M18	**M0647N**	60.1	76.01	North	19,838	3,639	14,741	3,571	17,489	3,582	18,620	3,547	19,828	3,777
Modena	M17-M18	**M0660S**	60.1	76.01	South	18,756	3,440	14,288	3,461	17,489	3,582	18,620	3,547	19,077	3,634
Ulster	M19-M20	**M0981S**	91.37	101.25	South	15,993	3,732	13,070	3,066	15,201	3,566	15,424	3,856	16,636	3,902
Malden	M20-M21	**M1126N**	101.25	113.89	North	15,456	3,626	11,363	3,491	13,863	4,259	12,792	3,930	12,348	3,282
New Baltimore	M21B-M21A	**M1286N & M1285S**	124.53	133.6	North/South	35,003	7,684	24,015	5,271	29,298	6,431	34,054	6,729	33,206	9,095
Guilderland	M24-M25	**M1508E (now ML E149.6 Gantry 24E)**	147.87	153.83	East	35,385	5,575	24,741	3,534	29,592	7,631	30,826	7,706	34,113	6,020
Pattersonville	M26-M27	**M1666W**	162.22	173.59	West	12,383	3,755	9,130	2,427	11,139	2,961	10,763	3,588	11,075	3,692
Mohawk	M26-M27	**M1682E**	162.22	173.59	East	12,375	3,696	9,130	2,427	11,139	2,961	10,763	3,588	11,075	3,692
Iroquois	M29-M29A	**M2094W**	194.1	210.62	West	8,551	2,963	6,455	2,152	7,811	3,191	8,122	3,159	8,363	3,252
Indian Castle	M29-M29A	**M2104E**	194.1	210.62	East	9,309	3,005	6,797	2,266	8,396	3,429	8,772	3,411	8,930	3,473
Schuyler	M30-M31	**M2255W**	219.7	232.85	West	9,193	3,228	6,915	2,305	8,470	3,460	8,541	3,322	8,835	3,436
Oneida	M32-M33	**M2500E**	243.37	252.71	East	12,226	2,579	8,892	2,964	10,217	3,139	10,574	2,983	11,421	3,221
Chittenango	M34-M34A	**M2733W (now ML W 276.1 Gantry 4AW)**	261.9	276.58	West	17,486	3,363	12,130	3,224	13,614	5,035	14,117	4,960	15,399	4,343
Dewitt	M35-M36	**M2818E (now ML E281.3 Gantry 35E)**	278.93	282.93	East	13,102	3,255	8,509	3,147	9,755	4,382	9,960	4,269	10,828	3,609
Warners	M39-M40	**M2945W (now ML W294.6 Gantry 40W)**	289.53	304.19	West	14,580	5,338	9,772	4,188	12,327	5,935	12,822	5,896	13,631	5,567
Port Byron	M40-M41	**M3108E**	304.19	320.41	East	14,688	3,963	9,225	3,953	12,555	4,644	12,931	4,783	13,387	4,951
Junius Ponds	M41-M42	**M3219W**	320.41	327.1	West	15,848	4,066	10,346	4,024	13,960	4,408	12,891	4,297	14,397	4,799
Clifton Springs	M42-M43	**M3375E**	327.1	340.15	East	17,355	4,250	10,887	4,234	14,911	4,709	15,052	5,017	15,758	5,253
Seneca	M44-M45	**M3483W (now ML W348.0 Gantry 45W)**	347.13	350.99	West	27,209	5,303	17,531	4,945	22,760	6,798	23,172	6,922	24,847	6,212
Scottsville	M46-M47	**M3750E (now ML E369.3 Gantry 46E)**	362.44	378.56	East	11,602	3,894	6,767	3,806	8,871	4,777	9,452	4,869	9,982	4,917
Ontario	M46-M47	**M3699W (now ML W369.3 Gantry 47W)**	362.44	378.56	West	11,318	4,104	6,971	3,921	8,951	4,820	9,544	4,917	10,079	4,965
Pembroke	M48-M48A	**M3978E**	390.13	401.72	East	16,633	5,152	8,823	4,345	14,114	5,489	14,106	5,622	14,265	5,547
Clarence	M48A-M49	**M4166W**	401.72	417.27	West	15,228	5,664	11,007	4,945	14,039	6,307	11,809	5,306	15,344	6,894
Angola	M57A-M58	**M4472E & M4470W**	444.87	455.54	East/West	20,467	8,074	13,633	7,836	18,263	8,995	19,071	8,975	20,766	9,329

Notes:

1.) All AADT's are estimated numbers

AADT Passenger Cars & Trucks (% Trucks) 2019-2023 by Service Areas

Service Area	Thruway Segment	TDS counter	MP Begins	MP Ends	Direction	2019 AADT (1 way)	2019 AADT (2 way)	2019 % trucks	2019 AADT Cars	2019 AADT Trucks	2020 AADT (1 way)	2020 AADT (2 way)	2020 % trucks	2020 AADT Cars	2020 AADT Trucks	2021 AADT (1 way)	2021 AADT (2 way)	2021 % trucks	2021 AADT Cars	2021 AADT Trucks	2022 AADT (1 way)	2022 AADT (2 way)	2022 % trucks	2022 AADT Cars	2022 AADT Trucks	2023 AADT (1 way)	2023 AADT (2 way)	2023 % trucks	2023 AADT Cars	2023 AADT Trucks
Ardsley	M6A-M7 Yonkers	**M0055NA(now M0058N Yonkers Gantry)**	5.14	7.84	North	24,659	N/A	11.5%	21,831	2,828	39,770		14.5%	34,003	5,767	47,766		14.5%	40,840	6,926	49,034		16.0%	41,189	7,845	50,195		15.0%	42,666	7,529
Sloatsburg	M15A-M16 Woodbury	**M0423N**	31.35	45.2	North	46,022	N/A	13.0%	40,039	5,983	36,853		16.0%	30,957	5,896	44,340		17.0%	36,802	7,538	45,464		17.0%	37,735	7,729	46,319		17.0%	38,444	7,874
Ramapo	M15A-M16 Woodbury	**M0362S**	31.35	45.2	South	46,022	N/A	13.0%	40,039	5,983	36,853		16.0%	30,957	5,896	44,340		17.0%	36,802	7,538	45,464		17.0%	37,735	7,729	46,319		17.0%	38,445	7,874
Plattekill	M17-M18	**M0647N**	60.1	76.01	North	23,477	N/A	15.5%	19,838	3,639	18,312		19.5%	14,741	3,571	21,071		17.0%	17,489	3,582	22,167		16.0%	18,620	3,547	23,605		16.0%	19,828	3,777
Modena	M17-M18	**M0660S**	60.1	76.01	South	22,196	N/A	15.5%	18,756	3,440	17,749		19.5%	14,288	3,461	21,071		17.0%	17,489	3,582	22,167		16.0%	18,620	3,547	22,711		16.0%	19,077	3,634
Ulster	M19-M20	**M0981S**	91.37	101.25	South	19,725	N/A	18.9%	15,993	3,732	16,136		19.0%	13,070	3,066	18,767		19.0%	15,201	3,566	19,280		20.0%	15,424	3,856	20,538		19.0%	16,636	3,902
Malden	M20-M21	**M1126N**	101.25	113.89	North	19,082	N/A	19.0%	15,456	3,626	14,854		23.5%	11,363	3,491	18,122		23.5%	13,863	4,259	16,722		23.5%	12,792	3,930	15,630		21.0%	12,348	3,282
New Baltimore	M21B-M21A	**M1286N & M1285S**	124.53	133.6	North/South	N/A	42,687	18.0%	35,003	7,684		29,286	18.0%	24,015	5,271		35,729	18.0%	29,298	6,431		40,783	16.5%	34,054	6,729		42,300	21.5%	33,206	9,095
Guilderland	M24-M25	**M1508E (now ML E149.6 Gantry 24E)**	147.87	153.83	East	40,960	N/A	13.6%	35,385	5,575	28,275		12.5%	24,741	3,534	37,223		20.5%	29,592	7,631	38,532		20.0%	30,826	7,706	40,133		15.0%	34,113	6,020
Pattersonville	M26-M27	**M1666W**	162.22	173.59	West	16,138	N/A	23.3%	12,383	3,755	11,557		21.0%	9,130	2,427	14,100		21.0%	11,139	2,961	14,351		25.0%	10,763	3,588	14,766		25.0%	11,075	3,692
Mohawk	M26-M27	**M1682E**	162.22	173.59	East	16,071	N/A	23.0%	12,375	3,696	11,557		21.0%	9,130	2,427	14,100		21.0%	11,139	2,961	14,351		25.0%	10,763	3,588	14,766		25.0%	11,075	3,692
Iroquois	M29-M29A	**M2094W**	194.1	210.62	West	11,514	N/A	25.7%	8,551	2,963	8,606		25.0%	6,455	2,152	11,002		29.0%	7,811	3,191	11,281		28.0%	8,122	3,159	11,615		28.0%	8,363	3,252
Indian Castle	M29-M29A	**M2104E**	194.1	210.62	East	12,314	N/A	24.4%	9,309	3,005	9,062		25.0%	6,797	2,266	11,825		29.0%	8,396	3,429	12,183		28.0%	8,772	3,411	12,403		28.0%	8,930	3,473
Schuyler	M30-M31	**M2255W**	219.7	232.85	West	12,421	N/A	26.0%	9,193	3,228	9,220		25.0%	6,915	2,305	11,930		29.0%	8,470	3,460	11,863		28.0%	8,541	3,322	12,271		28.0%	8,835	3,436
Oneida	M32-M33	**M2500E**	243.37	252.71	East	14,805	N/A	17.4%	12,226	2,579	11,856		25.0%	8,892	2,964	13,356		23.5%	10,217	3,139	13,557		22.0%	10,574	2,983	14,642		22.0%	11,421	3,221
Chittenango	M34-M34A	**M2733W (now ML W 276.1 Gantry 4AW)**	261.9	276.58	West	20,848	N/A	16.1%	17,486	3,363	15,354		21.0%	12,130	3,224	18,649		27.0%	13,614	5,035	19,077		26.0%	14,117	4,960	19,742		22.0%	15,399	4,343
Dewitt	M35-M36	**M2818E (now ML E281.3 Gantry 35E)**	278.93	282.93	East	16,358	N/A	19.9%	13,102	3,255	11,656		27.0%	8,509	3,147	14,137		31.0%	9,755	4,382	14,229		30.0%	9,960	4,269	14,437		25.0%	10,828	3,609
Warners	M39-M40	**M2945W (now ML W294.6 Gantry 40W)**	289.53	304.19	West	19,918	N/A	26.8%	14,580	5,338	13,960		30.0%	9,772	4,188	18,262		32.5%	12,327	5,935	18,718		31.5%	12,822	5,896	19,198		29.0%	13,631	5,567
Port Byron	M40-M41	**M3108E**	304.19	320.41	East	18,651	N/A	21.3%	14,688	3,963	13,178		30.0%	9,225	3,953	17,199		27.0%	12,555	4,644	17,714		27.0%	12,931	4,783	18,338		27.0%	13,387	4,951
Junius Ponds	M41-M42	**M3219W**	320.41	327.1	West	19,914	N/A	20.4%	15,848	4,066	14,370		28.0%	10,346	4,024	18,368		24.0%	13,960	4,408	17,188		25.0%	12,891	4,297	19,196		25.0%	14,397	4,799
Clifton Springs	M42-M43	**M3375E**	327.1	340.15	East	21,604	N/A	19.7%	17,355	4,250	15,121		28.0%	10,887	4,234	19,620		24.0%	14,911	4,709	20,069		25.0%	15,052	5,017	21,011		25.0%	15,758	5,253
Seneca	M44-M45	**M3483W (now ML W348.0 Gantry 45W)**	347.13	350.99	West	32,511	N/A	16.3%	27,209	5,303	22,476		22.0%	17,531	4,945	29,558		23.0%	22,760	6,798	30,094		23.0%	23,172	6,922	31,059		20.0%	24,847	6,212
Scottsville	M46-M47	**M3750E (now ML E369.3 Gantry 46E)**	362.44	378.56	East	15,496	N/A	25.1%	11,602	3,894	10,573		36.0%	6,767	3,806	13,648		35.0%	8,871	4,777	14,321		34.0%	9,452	4,869	14,899		33.0%	9,982	4,917
Ontario	M46-M47	**M3699W (now ML W369.3 Gantry 47W)**	362.44	378.56	West	15,422	N/A	26.6%	11,318	4,104	10,892		36.0%	6,971	3,921	13,771		35.0%	8,951	4,820	14,461		34.0%	9,544	4,917	15,044		33.0%	10,079	4,965
Pembroke	M48-M48A	**M3978E**	390.13	401.72	East	21,785	N/A	23.7%	16,633	5,152	13,168		33.0%	8,823	4,345	19,603		28.0%	14,114	5,489	19,728		28.5%	14,106	5,622	19,812		28.0%	14,265	5,547
Clarence	M48A-M49	**M4166W**	401.72	417.27	West	20,892	N/A	27.1%	15,228	5,664	15,952		31.0%	11,007	4,945	20,346		31.0%	14,039	6,307	17,115		31.0%	11,809	5,306	22,238		31.0%	15,344	6,894
Angola	M57A-M58	**M4472E & M4470W**	444.87	455.54	East/West	N/A	28,541	28.3%	20,467	8,074		21,469	36.5%	13,633	7,836		27,258	33.0%	18,263	8,995		28,046	32.0%	19,071	8,975		30,095	31.0%	20,766	9,329

Notes:

1.) All AADT's are estimated numbers

AADT All Vehicles 2019-2023

Thruway Segment	TDS with access to rest area	TDS w/o access to rest area	MP Begins	MP Ends	Direction	2019 AADT (1 way)	2019 AADT (2 way)	2020 AADT (1 way)	2020 AADT (2 way)	2021 AADT (1 way)	2021 AADT (2 way)	2022 AADT (1 way)	2022 AADT (2 way)	2023 AADT (1 way)	2023 AADT (2 way)
M6A-M7 Yonkers	M0055NA(now M0058N Yonkers Gantry)	M0055SA (now M0058S Yonkers Gantry)	5.14	7.84	North	24,659	49,318	39,770	39,770	47,766	47,766	49,034	49,034	50,195	50,195
M15A-M16 Woodbury	M0423N	M0362S	31.35	45.2	North	46,022	92,044	36,853	73,706	44,340	88,680	45,464	90,927	46,319	92,637
M15A-M16 Woodbury	M0362S	M0423N	31.35	45.2	South	46,022	92,044	36,853	73,706	44,340	88,680	45,464	90,927	46,319	92,637
M17-M18	M0647N	M0660S	60.1	76.01	North	23,477	45,673	18,312	36,061	21,071	42,142	22,167	44,334	23,605	46,316
M17-M18	M0660S	M0647N	60.1	76.01	South	22,196	45,673	17,749	36,061	21,071	42,142	22,167	44,334	22,711	46,316
M19-M20	M0981S	M0981N	91.37	101.25	South	19,725	40,459	16,136	32,272	18,767	37,533	19,280	39,514	20,538	41,460
M20-M21	M1126N	M1126S	101.25	113.89	North	19,082	38,164	14,854	29,708	18,122	36,244	16,722	33,443	15,630	31,260
M21B-M21A	M1286N & M1285S	-	124.53	133.6	North/South	N/A	42,687		29,286		35,729		40,783		42,300
M24-M25	M1508E (now ML E149.6 Gantry 24E)	M1505W (now ML W 149.6 Gantry 25W)	147.87	153.83	East	40,960	81,920	28,275	62,811	37,223	73,480	38,532	76,291	40,133	79,143
M26-M27	M1666W	M1682E	162.22	173.59	West	16,138	32,209	11,557	23,114	14,100	28,199	14,351	28,702	14,766	29,532
M26-M27	M1682E	M1666W	162.22	173.59	East	16,071	32,209	11,557	23,114	14,100	28,199	14,351	28,702	14,766	29,532
M29-M29A	M2094W	M2104E	194.1	210.62	West	11,514	23,828	8,606	17,668	11,002	22,827	11,281	23,464	11,615	24,018
M29-M29A	M2104E	M2094W	194.1	210.62	East	12,314	23,828	9,062	17,668	11,825	22,827	12,183	23,464	12,403	24,018
M30-M31	M2255W	M2299E	219.7	232.85	West	12,421	25,142	9,220	18,566	11,930	23,860	11,863	24,106	12,271	24,916
M32-M33	M2500E	M2509W	243.37	252.71	East	14,805	29,907	11,856	23,711	13,356	26,712	13,557	27,597	14,642	29,284
M34-M34A	M2733W (now ML W 276.1 Gantry 4AW)	M2733E (now ML E276.1 Gantry 34E)	261.9	276.58	West	20,848	41,529	15,354	32,879	18,649	37,136	19,077	38,042	19,742	39,281
M35-M36	M2818E (now ML E281.3 Gantry 35E)	M2803W (now MLK W281.3 Gantry 36W)	278.93	282.93	East	16,358	32,305	11,656	22,817	14,137	28,338	14,229	28,602	14,437	29,093
M39-M40	M2945W (now ML W294.6 Gantry 40W)	M2945E (now ML E294.6 Gantry 39E)	289.53	304.19	West	19,918	39,854	13,960	28,463	18,262	36,517	18,718	37,389	19,198	38,354
M40-M41	M3108E	M3182W	304.19	320.41	East	18,651	37,031	13,178	27,084	17,199	33,799	17,714	34,791	18,338	36,114
M41-M42	M3219W	M3231E	320.41	327.1	West	19,914	39,624	14,370	28,561	18,368	36,736	17,188	37,636	19,196	38,279
M42-M43	M3375E	M3303W	327.1	340.15	East	21,604	42,984	15,121	30,608	19,620	39,240	20,069	40,019	21,011	41,204
M44-M45	M3483W (now ML W348.0 Gantry 45W)	M3483E (now ML E348.0 Gantry 44E)	347.13	350.99	West	32,511	62,300	22,476	41,324	29,558	58,663	30,094	59,776	31,059	61,520
M46-M47	M3750E (now ML E369.3 Gantry 46E)	M3699W (now ML W369.3 Gantry 47W)	362.44	378.56	East	15,496	30,918	10,573	21,465	13,648	27,419	14,321	28,782	14,899	29,943
M46-M47	M3699W (now ML W369.3 Gantry 47W)	M3750E (now ML E369.3 Gantry 46E)	362.44	378.56	West	15,422	30,918	10,892	21,465	13,771	27,419	14,461	28,782	15,044	29,943
M48-M48A	M3978E	M3918W	390.13	401.72	East	21,785	43,537	13,168	28,269	19,603	39,206	19,728	39,665	19,812	40,689
M48A-M49	M4166W	M4166E	401.72	417.27	West	20,892	41,784	15,952	31,903	20,346	40,692	17,115	34,230	22,238	44,475
M57A-M58	M4472E & M4470W	-	444.87	455.54	East/West	N/A	28,541		21,469		27,258		28,046		30,095

Notes:

1.) All AADT's are estimated numbers

AADT Trucks and Cars 2024 by Service Areas

Service Area	Thruway Segment	TDS counter	MP Begins	MP Ends	Direction	2024 AADT Cars	2024 AADT Trucks
Ardsley	M6A-M7 Yonkers	**M0055NA(now M0058N Yonkers Gantry)**	5.14	7.84	North	43,370	7,654
Sloatsburg	M15A-M16 Woodbury	**M0423N**	31.35	45.2	North	38,516	7,889
Ramapo	M15A-M16 Woodbury	**M0362S**	31.35	45.2	South	38,516	7,889
Plattekill	M17-M18	**M0647N**	60.1	76.01	North	23,404	5,137
Modena	M17-M18	**M0660S**	60.1	76.01	South	18,302	4,018
Ulster	M19-M20	**M0981S**	91.37	101.25	South	17,030	3,995
Malden	M20-M21	**M1126N**	101.25	113.89	North	12,348	3,282
New Baltimore	M21B-M21A	**M1286N & M1285S**	124.53	133.6	North/South	33,476	9,169
Guilderland	M24-M25	**M1508E (now ML E149.6 Gantry 24E)**	147.87	153.83	East	34,757	6,134
Pattersonville	M26-M27	**M1666W**	162.22	173.59	West	13,075	3,476
Mohawk	M26-M27	**M1682E**	162.22	173.59	East	13,075	3,476
Iroquois	M29-M29A	**M2094W**	194.1	210.62	West	8,379	3,258
Indian Castle	M29-M29A	**M2104E**	194.1	210.62	East	8,868	3,449
Schuyler	M30-M31	**M2255W**	219.7	232.85	West	9,098	3,280
Oneida	M32-M33	**M2500E**	243.37	252.71	East	12,249	2,873
Chittenango	M34-M34A	**M2733W (now ML W 276.1 Gantry 4AW)**	261.9	276.58	West	16,570	3,274
Dewitt	M35-M36	**M2818E (now ML E281.3 Gantry 35E)**	278.93	282.93	East	12,550	2,570
Warners	M39-M40	**M2945W (now ML W294.6 Gantry 40W)**	289.53	304.19	West	15,402	4,094
Port Byron	M40-M41	**M3108E**	304.19	320.41	East	13,487	4,989
Junius Ponds	M41-M42	**M3219W**	320.41	327.1	West	14,979	4,225
Clifton Springs	M42-M43	**M3375E**	327.1	340.15	East	17,201	4,851
Seneca	M44-M45	**M3483W (now ML W348.0 Gantry 45W)**	347.13	350.99	West	25,190	6,297
Scottsville	M46-M47	**M3750E (now ML E369.3 Gantry 46E)**	362.44	378.56	East	9,902	5,332
Ontario	M46-M47	**M3699W (now ML W369.3 Gantry 47W)**	362.44	378.56	West	9,768	5,260
Pembroke	M48-M48A	**M3978E**	390.13	401.72	East	16,660	5,261
Clarence	M48A-M49	**M4166W**	401.72	417.27	West	15,250	6,852
Angola	M57A-M58	**M4472E & M4470W**	444.87	455.54	East/West	19,836	7,337

Notes:

1.) All AADT's are estimated numbers

AADT Passenger Cars & Trucks (% Truck) 2024 by Service Areas

Service Area	Thruway Segment	TDS counter	MP Begins	MP Ends	Direction	2024 AADT (1 way)	2024 AADT (2 way)	2024 % trucks	2024 AADT Cars	2024 AADT Trucks
Ardsley	M6A-M7 Yonkers	**M0055NA(now M0058N Yonkers Gantry)**	5.14	7.84	North	51,024		15.0%	43,370	7,654
Sloatsburg	M15A-M16 Woodbury	**M0423N**	31.35	45.2	North	46,405		17.0%	38,516	7,889
Ramapo	M15A-M16 Woodbury	**M0362S**	31.35	45.2	South	46,405		17.0%	38,516	7,889
Plattekill	M17-M18	**M0647N**	60.1	76.01	North	28,541		18.0%	23,404	5,137
Modena	M17-M18	**M0660S**	60.1	76.01	South	22,320		18.0%	18,302	4,018
Ulster	M19-M20	**M0981S**	91.37	101.25	South	21,025		19.0%	17,030	3,995
Malden	M20-M21	**M1126N**	101.25	113.89	North	15,630		21.0%	12,348	3,282
New Baltimore	M21B-M21A	**M1286N & M1285S**	124.53	133.6	North/South		42,645	21.5%	33,476	9,169
Guilderland	M24-M25	**M1508E (now ML E149.6 Gantry 24E)**	147.87	153.83	East	40,890		15.0%	34,757	6,134
Pattersonville	M26-M27	**M1666W**	162.22	173.59	West	16,551		21.0%	13,075	3,476
Mohawk	M26-M27	**M1682E**	162.22	173.59	East	16,551		21.0%	13,075	3,476
Iroquois	M29-M29A	**M2094W**	194.1	210.62	West	11,637		28.0%	8,379	3,258
Indian Castle	M29-M29A	**M2104E**	194.1	210.62	East	12,317		28.0%	8,868	3,449
Schuyler	M30-M31	**M2255W**	219.7	232.85	West	12,378		26.5%	9,098	3,280
Oneida	M32-M33	**M2500E**	243.37	252.71	East	15,122		19.0%	12,249	2,873
Chittenango	M34-M34A	**M2733W (now ML W 276.1 Gantry 4AW)**	261.9	276.58	West	19,844		16.5%	16,570	3,274
Dewitt	M35-M36	**M2818E (now ML E281.3 Gantry 35E)**	278.93	282.93	East	15,120		17.0%	12,550	2,570
Warners	M39-M40	**M2945W (now ML W294.6 Gantry 40W)**	289.53	304.19	West	19,496		21.0%	15,402	4,094
Port Byron	M40-M41	**M3108E**	304.19	320.41	East	18,476		27.0%	13,487	4,989
Junius Ponds	M41-M42	**M3219W**	320.41	327.1	West	19,204		22.0%	14,979	4,225
Clifton Springs	M42-M43	**M3375E**	327.1	340.15	East	22,052		22.0%	17,201	4,851
Seneca	M44-M45	**M3483W (now ML W348.0 Gantry 45W)**	347.13	350.99	West	31,487		20.0%	25,190	6,297
Scottsville	M46-M47	**M3750E (now ML E369.3 Gantry 46E)**	362.44	378.56	East	15,234		35.0%	9,902	5,332
Ontario	M46-M47	**M3699W (now ML W369.3 Gantry 47W)**	362.44	378.56	West	15,028		35.0%	9,768	5,260
Pembroke	M48-M48A	**M3978E**	390.13	401.72	East	21,921		24.0%	16,660	5,261
Clarence	M48A-M49	**M4166W**	401.72	417.27	West	22,102		31.0%	15,250	6,852
Angola	M57A-M58	**M4472E & M4470W**	444.87	455.54	East/West		27,173	27.0%	19,836	7,337

Notes:

1.) All AADT's are estimated numbers

AADT All Vehicles 2024

Service Area	Thruway Segment	TDS with access to rest area	TDS w/o access to rest area	MP Begins	MP Ends	Direction	2024 AADT (1 way)	2024 AADT (2 way)
Ardsley	M6A-M7 Yonkers	**M0055NA(now M0058N Yonkers Gantry)**	**M0055SA (now M0058S Yonkers Gantry)**	5.14	7.84	North	51,024	51,024
Sloatsburg	M15A-M16 Woodbury	**M0423N**	**M0362S**	31.35	45.2	North	46,405	92,809
Ramapo	M15A-M16 Woodbury	**M0362S**	**M0423N**	31.35	45.2	South	46,405	92,809
Plattekill	M17-M18	**M0647N**	**M0660S**	60.1	76.01	North	28,541	50,861
Modena	M17-M18	**M0660S**	**M0647N**	60.1	76.01	South	22,320	50,861
Ulster	M19-M20	**M0981S**	**M0981N**	91.37	101.25	South	21,025	42,050
Malden	M20-M21	**M1126N**	**M1126S**	101.25	113.89	North	15,630	31,260
New Baltimore	M21B-M21A	**M1286N & M1285S**	-	124.53	133.6	North/South		42,645
Guilderland	M24-M25	**M1508E (now ML E149.6 Gantry 24E)**	**M1505W (now ML W 149.6 Gantry 25W)**	147.87	153.83	East	40,890	80,749
Pattersonville	M26-M27	**M1666W**	**M1682E**	162.22	173.59	West	16,551	33,102
Mohawk	M26-M27	**M1682E**	**M1666W**	162.22	173.59	East	16,551	33,102
Iroquois	M29-M29A	**M2094W**	**M2104E**	194.1	210.62	West	11,637	23,954
Indian Castle	M29-M29A	**M2104E**	**M2094W**	194.1	210.62	East	12,317	23,954
Schuyler	M30-M31	**M2255W**	**M2299E**	219.7	232.85	West	12,378	25,047
Oneida	M32-M33	**M2500E**	**M2509W**	243.37	252.71	East	15,122	30,244
Chittenango	M34-M34A	**M2733W (now ML W 276.1 Gantry 4AW)**	**M2733E (now ML E276.1 Gantry 34E)**	261.9	276.58	West	19,844	39,388
Dewitt	M35-M36	**M2818E (now ML E281.3 Gantry 35E)**	**M2803W (now MLK W281.3 Gantry 36W)**	278.93	282.93	East	15,120	30,225
Warners	M39-M40	**M2945W (now ML W294.6 Gantry 40W)**	**M2945E (now ML E294.6 Gantry 39E)**	289.53	304.19	West	19,496	38,940
Port Byron	M40-M41	**M3108E**	**M3182W**	304.19	320.41	East	18,476	36,661
Junius Ponds	M41-M42	**M3219W**	**M3231E**	320.41	327.1	West	19,204	38,547
Clifton Springs	M42-M43	**M3375E**	**M3303W**	327.1	340.15	East	22,052	42,866
Seneca	M44-M45	**M3483W (now ML W348.0 Gantry 45W)**	**M3483E (now ML E348.0 Gantry 44E)**	347.13	350.99	West	31,487	62,212
Scottsville	M46-M47	**M3750E (now ML E369.3 Gantry 46E)**	**M3699W (now ML W369.3 Gantry 47W)**	362.44	378.56	East	15,234	30,262
Ontario	M46-M47	**M3699W (now ML W369.3 Gantry 47W)**	**M3750E (now ML E369.3 Gantry 46E)**	362.44	378.56	West	15,028	30,262
Pembroke	M48-M48A	**M3978E**	**M3918W**	390.13	401.72	East	21,921	43,842
Clarence	M48A-M49	**M4166W**	**M4166E**	401.72	417.27	West	22,102	44,363
Angola	M57A-M58	**M4472E & M4470W**	-	444.87	455.54	East/West		27,173

Notes:

1.) All AADT's are estimated numbers

AADT All Vehicles 2025

Service Area	Thruway Segment	TDS with access to rest area	TDS w/out access to rest area	MP Begins	MP Ends	Direction	2025 AADT (1 way)	2025 AADT (2-way)
Ardsley	M6A-M7 Yonkers	**M0055NA(now M0058N Yonkers Gantry)**	**M0055SA (now M0058S Yonkers Gantry)**	5.14	7.84	North	48,600	
Sloatsburg	M15A-M16 Woodbury	**M0423N**	**M0362S**	31.35	45.2	North	-*	
Ramapo	M15A-M16 Woodbury	**M0362S**	**M0423N**	31.35	45.2	South	-*	
Plattekill	M17-M18	**M0647N**	**M0660S**	60.1	76.01	North	22,087	
Modena	M17-M18	**M0660S**	**M0647N**	60.1	76.01	South	-*	
Ulster	M19-M20	**M0981S**	**M0981N**	91.37	101.25	South	15,600	
Malden	M20-M21	**M1126N**	**M1126S**	101.25	113.89	North	12,800	
New Baltimore	M21B-M21A	**M1286N & M1285S**	**-**	124.53	133.6	North/South		44,585
Guilderland	M24-M25	**M1508E (now ML E149.6 Gantry 24E)**	**M1505W (now ML W 149.6 Gantry 25W)**	147.87	153.83	East	41,025	
Pattersonville	M26-M27	**M1666W**	**M1682E**	162.22	173.59	West	-*	
Mohawk	M26-M27	**M1682E**	**M1666W**	162.22	173.59	East	14,665	
Iroquois	M29-M29A	**M2094W**	**M2104E**	194.1	210.62	West	11,430	
Indian Castle	M29-M29A	**M2104E**	**M2094W**	194.1	210.62	East	12,065	
Schuyler	M30-M31	**M2255W**	**M2299E**	219.7	232.85	West	12,090	
Oneida	M32-M33	**M2500E**	**M2509W**	243.37	252.71	East	14,160	
Chittenango	M34-M34A	**M2733W (now ML W 276.1 Gantry 4AW)**	**M2733E (now ML E276.1 Gantry 34E)**	261.9	276.58	West	19,600	
Dewitt	M35-M36	**M2818E (now ML E281.3 Gantry 35E)**	**M2803W (now MLK W281.3 Gantry 36W)**	278.93	282.93	East	15,800	
Warners	M39-M40	**M2945W (now ML W294.6 Gantry 40W)**	**M2945E (now ML E294.6 Gantry 39E)**	289.53	304.19	West	19,225	
Port Byron	M40-M41	**M3108E**	**M3182W**	304.19	320.41	East	18,100	
Junius Ponds	M41-M42	**M3219W**	**M3231E**	320.41	327.1	West	18,950	
Clifton Springs	M42-M43	**M3375E**	**M3303W**	327.1	340.15	East	20,400	
Seneca	M44-M45	**M3483W (now ML W348.0 Gantry 45W)**	**M3483E (now ML E348.0 Gantry 44E)**	347.13	350.99	West	30,450	
Scottsville	M46-M47	**M3750E (now ML E369.3 Gantry 46E)**	**M3699W (now ML W369.3 Gantry 47W)**	362.44	378.56	East	14,900	
Ontario	M46-M47	**M3699W (now ML W369.3 Gantry 47W)**	**M3750E (now ML E369.3 Gantry 46E)**	362.44	378.56	West	15,025	
Pembroke	M48-M48A	**M3978E**	**M3918W**	390.13	401.72	East	24,200	
Clarence	M48A-M49	**M4166W**	**M4166E**	401.72	417.27	West	25,575	
Angola	M57A-M58	**M4472E & M4470W**	**-**	444.87	455.54	East/West		32,775

Notes:

1.) All AADT's are estimated numbers

* - Figures not available at the time of the RFP release

2020 - 2023 Fuel Gallons Delivered

Site Name	2020			2021			2022			2023		
	Gasoline Total	Diesel Total	Combined Total	Gasoline Total	Diesel Total	Combined Total	Gasoline Total	Diesel Total	Combined Total	Gasoline Total	Diesel Total	Combined Total
ARDSLEY	787,162	419,850	1,207,012	858,984	523,632	1,382,616	587,821	476,378	1,064,199	890,073	409,871	1,299,944
SLOATSBURG	1,938,528	385,422	2,323,950	2,389,427	496,302	2,885,729	2,455,180	486,695	2,941,875	2,103,683	349,922	2,453,605
RAMAPO	1,750,545	308,254	2,058,799	2,298,654	424,935	2,723,589	2,317,047	425,839	2,742,886	1,670,497	308,965	1,979,462
PLATTEKILL	1,979,431	339,900	2,319,331	2,014,720	460,505	2,475,225	1,472,205	371,605	1,843,810	2,495,624	356,703	2,852,327
MODENA	1,875,125	300,911	2,176,036	2,186,832	395,470	2,582,302	2,079,370	357,614	2,436,984	2,209,233	339,370	2,548,603
ULSTER	1,534,600	477,073	2,011,673	2,049,561	577,363	2,626,924	2,454,426	539,441	2,993,867	1,692,156	410,736	2,102,892
MALDEN	1,644,064	319,297	1,963,361	2,248,281	336,982	2,585,263	2,482,323	356,259	2,838,582	1,525,537	206,208	1,731,745
NEW BALTIMORE NORTH	N/A	N/A	2,806,868*	N/A	N/A	2,742,695*	N/A	N/A	2,121,896*	929,792	92,276	1,022,068
NEW BALTIMORE SOUTH	N/A	N/A		N/A	N/A		N/A	N/A		2,188,638	209,882	2,398,520
GUILDERLAND	1,063,604	219,500	1,283,104	1,563,036	302,016	1,865,052	1,416,587	359,245	1,775,832	1,050,558	215,141	1,265,699
PATTERSONVILLE	1,708,801	242,491	1,951,292	2,589,873	307,148	2,897,021	2,340,171	344,717	2,684,888	1,941,284	233,930	2,175,214
MOHAWK	1,077,312	183,637	1,260,949	1,668,140	262,285	1,930,425	1,599,833	217,995	1,817,828	941,210	133,197	1,074,407
IROQUOIS	1,326,650	232,516	1,559,166	1,454,153	276,891	1,731,044	903,359	205,721	1,109,080	2,353,008	238,660	2,591,668
INDIAN CASTLE	1,245,703	233,041	1,478,744	1,889,737	312,050	2,201,787	1,483,775	279,208	1,762,983	2,484,552	274,362	2,758,914
SCHUYLER	787,494	125,601	913,095	1,153,538	163,502	1,317,040	1,659,102	213,739	1,872,841	607,921	104,066	711,987
ONEIDA	1,361,450	297,450	1,658,900	1,868,805	375,887	2,244,692	1,499,604	282,100	1,781,704	942,215	177,956	1,120,171
CHITTENANGO	1,484,816	348,296	1,833,112	1,457,206	366,428	1,823,634	1,285,155	281,503	1,566,658	2,181,903	287,800	2,469,703
DEWITT	820,111	152,497	972,608	1,063,697	226,908	1,290,605	1,069,563	188,199	1,257,762	1,235,387	154,298	1,389,685
WARNERS	1,492,850	245,793	1,738,643	2,337,087	299,298	2,636,385	2,433,841	277,016	2,710,857	1,040,616	124,093	1,164,709
PORT BYRON	1,176,125	209,898	1,386,023	1,900,513	284,648	2,185,161	1,931,451	244,173	2,175,624	907,875	133,498	1,041,373
JUNIUS PONDS	1,456,498	289,198	1,745,696	1,499,703	296,093	1,795,796	1,253,260	193,732	1,446,992	2,475,430	219,956	2,695,386
CLIFTON SPRINGS	1,598,458	276,537	1,874,995	1,598,851	322,357	1,921,208	1,147,240	237,811	1,385,051	2,490,125	267,514	2,757,639
SENECA	1,133,500	226,800	1,360,300	1,717,700	261,470	1,979,170	1,583,028	249,100	1,832,128	1,026,120	189,455	1,215,575
SCOTTSVILLE	1,068,150	174,150	1,242,300	1,806,597	212,100	2,018,697	2,029,695	243,338	2,273,033	1,385,107	161,970	1,547,077
ONTARIO	1,193,422	234,815	1,428,237	1,484,329	296,151	1,780,480	1,809,265	277,718	2,086,983	1,536,183	192,473	1,728,656
PEMBROKE	1,732,256	267,022	1,999,278	1,774,022	286,133	2,060,155	1,346,673	210,461	1,557,134	2,350,456	204,827	2,555,283
CLARENCE	1,333,631	234,107	1,567,738	1,663,878	264,409	1,928,287	1,375,836	230,002	1,605,838	2,250,700	242,489	2,493,189
ANGOLA WEST	N/A	N/A	1,447,660*	N/A	N/A	1,624,331*	N/A	N/A	2,654,025*	1,390,003	202,529	1,592,532
ANGOLA EAST	N/A	N/A	1,647,906*	N/A	N/A	1,908,773*	N/A	N/A	2,643,803*	1,688,881	167,467	1,856,348
Grand Totals:	**34,570,286**	**6,744,056**	**41,314,342**	**44,537,324**	**8,330,963**	**52,868,287**	**42,015,810**	**7,549,609**	**49,565,419**	**47,984,767**	**6,609,614**	**54,594,381**

* Only diesel and gasoline combined figures were available at the time of the RFP release

2024 Fuel Gallons Delivered

	January to March		April		May		June		July		August		September		October		November		December		2024		
Site Name	Gasoline	Diesel	Gasoline	Diesel	Gasoline	Diesel	Gasoline	Diesel	Gasoline	Diesel	Gasoline	Diesel	Gasoline	Diesel	Gasoline	Diesel	Gasoline	Diesel	Gasoline	Diesel	Gasoline Total	Diesel Total	Combined Total
ARDSLEY	240,805	103,511	90,424	39,733	108,730	46,803	98,507	41,755	110,506	43,275	104,704	34,887	90,195	36,176	113,163	40,777	89,719	40,032	94,813	37,823	1,141,566	464,772	1,606,338
SLOATSBURG	342,902	74,796	135,586	27,755	127,443	27,190	151,917	33,857	181,099	32,224	165,986	28,011	167,979	27,611	214,869	31,328	208,668	29,215	245,035	33,425	1,941,484	345,412	2,286,896
RAMAPO	324,790	60,306	124,003	27,238	152,534	23,511	156,217	30,521	273,099	33,227	277,329	33,083	240,167	33,584	284,213	36,913	236,813	30,911	257,355	33,725	2,326,520	343,019	2,669,539
PLATTEKILL	715,615	89,521	268,412	29,273	273,455	33,182	287,438	37,205	343,397	32,542	348,646	37,059	211,434	28,320	233,822	31,852	181,016	21,731	235,805	24,263	3,099,040	364,948	3,463,988
MODENA	528,163	79,765	171,968	21,028	177,215	25,309	193,901	31,718	233,537	28,963	219,163	28,038	126,013	28,123	144,800	25,335	112,834	21,321	96,100	16,301	2,003,694	305,901	2,309,595
ULSTER	206,845	69,890	63,671	15,181	87,008	23,661	50,097	19,289	94,366	26,854	119,027	25,835	74,104	25,147	97,086	27,028	108,499	29,335	171,460	33,625	1,072,163	295,845	1,368,008
MALDEN	210,315	39,659	82,905	15,500	73,307	14,999	75,054	16,000	97,308	17,999	105,916	19,500	68,406	12,100	116,564	20,002	130,918	17,990	153,460	16,999	1,114,153	190,748	1,304,901
NEW BALTIMORE NORTH	297,756	22,499	116,268	8,001	105,112	10,499	114,563	9,501	170,889	12,439	161,648	13,000	92,700	7,850	93,912	7,000	51,410	5,000	85,009	6,000	1,289,267	101,789	1,391,056
NEW BALTIMORE SOUTH	626,780	61,998	229,686	20,900	218,921	21,387	242,286	22,484	325,203	25,100	320,886	27,000	232,162	21,399	239,618	23,001	195,364	21,000	225,152	18,479	2,856,058	262,748	3,118,806
GUILDERLAND	146,707	41,950	71,208	16,500	126,913	16,000	170,211	25,500	208,596	25,501	206,196	24,701	160,991	22,999	162,888	20,001	139,868	20,536	137,886	14,480	1,531,464	228,168	1,759,632
PATTERSONVILLE	256,257	43,451	110,181	15,500	114,610	12,000	108,402	15,500	149,013	14,500	153,023	19,749	136,719	13,000	217,564	23,998	185,876	21,350	183,606	16,485	1,615,251	195,533	1,810,784
MOHAWK	182,382	25,489	97,995	11,500	61,513	5,000	50,006	6,499	71,040	9,339	79,662	10,480	47,508	8,000	69,490	8,502	50,009	6,990	39,507	6,000	749,112	97,799	846,911
IROQUOIS	470,922	55,799	226,336	21,400	233,424	16,001	260,749	18,500	338,055	27,000	335,752	24,000	211,727	23,157	186,504	19,500	147,793	14,500	137,882	13,490	2,549,144	233,347	2,782,491
INDIAN CASTLE	341,643	48,997	143,516	21,500	166,801	20,000	198,582	22,490	236,426	27,889	243,432	31,887	177,216	24,999	201,114	25,995	146,087	24,980	163,986	15,965	2,018,803	264,702	2,283,505
SCHUYLER	154,517	25,999	77,608	10,589	80,514	9,000	84,018	8,000	124,913	15,000	114,614	12,500	88,023	10,543	89,517	10,500	76,517	11,500	63,515	5,000	953,756	118,631	1,072,387
ONEIDA	346,001	55,100	181,478	21,562	185,523	19,388	214,860	23,130	242,983	24,457	263,775	26,285	191,997	22,247	168,906	18,433	153,139	19,582	160,454	15,364	2,109,116	245,548	2,354,664
CHITTENANGO	460,702	63,703	142,731	17,799	153,159	17,800	183,843	21,653	226,541	23,174	219,994	23,763	165,384	19,839	178,175	22,530	155,766	17,581	156,340	13,877	2,042,635	241,719	2,284,354
DEWITT	142,199	24,621	34,166	8,236	35,053	3,604	49,065	8,982	54,857	7,145	66,243	8,954	64,215	10,864	94,017	10,908	80,984	13,979	71,000	9,106	691,799	106,399	798,198
WARNERS	211,578	31,000	177,081	15,500	177,993	17,000	203,498	19,000	257,867	20,000	292,500	20,500	190,003	18,500	201,900	20,490	170,200	17,000	174,502	12,000	2,057,122	190,990	2,248,112
PORT BYRON	208,579	32,999	154,931	20,700	194,795	11,284	162,001	14,400	226,186	20,001	229,497	17,000	154,836	16,624	149,650	14,000	121,968	15,000	126,502	11,800	1,728,945	173,808	1,902,753
JUNIUS PONDS	426,867	45,808	140,192	11,574	162,094	14,676	174,242	16,699	221,213	19,981	244,144	24,150	167,290	23,913	177,313	17,502	165,927	13,155	147,005	12,241	2,026,287	199,699	2,225,986
CLIFTON SPRINGS	500,236	68,382	206,834	22,802	185,684	24,701	250,390	22,695	288,293	28,461	274,933	24,070	214,301	25,766	214,106	22,329	195,604	24,928	188,871	19,974	2,519,252	284,108	2,803,360
SENECA	276,850	48,900	128,600	18,000	135,200	18,401	141,567	18,400	203,700	23,900	203,102	22,200	145,900	20,300	151,401	22,500	115,100	13,800	123,400	8,800	1,624,820	215,201	1,840,021
SCOTTSVILLE	131,800	31,135	59,074	10,500	69,902	11,500	97,003	9,800	190,809	20,000	195,244	19,100	135,487	16,635	128,198	14,700	116,572	12,000	108,055	9,500	1,232,144	154,870	1,387,014
ONTARIO	168,397	31,251	78,541	10,729	89,961	13,573	91,574	10,322	123,855	14,543	129,203	15,174	80,511	10,758	163,258	19,713	133,837	14,468	132,761	12,187	1,191,898	152,718	1,344,616
PEMBROKE	528,950	52,814	243,599	21,586	270,566	20,019	315,474	23,631	376,813	28,791	362,007	23,203	271,159	22,953	262,731	22,616	196,154	19,914	285,976	17,370	3,113,429	252,897	3,366,326
CLARENCE	475,949	56,764	224,020	26,513	260,561	23,498	278,180	24,032	369,226	30,665	360,334	28,753	249,252	30,245	235,442	25,031	180,686	21,011	212,592	18,670	2,846,242	285,182	3,131,424
ANGOLA WEST	167,972	43,231	66,684	11,117	77,954	13,146	86,681	10,439	122,205	22,065	113,783	11,913	78,864	14,444	94,249	15,231	63,471	15,648	68,207	9,165	940,070	166,399	1,106,469
ANGOLA EAST	195,537	30,762	111,730	16,068	122,350	14,027	112,912	12,156	163,069	16,369	143,659	16,613	102,968	12,684	101,469	14,313	92,429	11,866	68,640	6,337	1,214,763	151,195	1,365,958
																			Grand Totals:		51,599,997	6,634,095	58,234,092

2025 Fuel Gallons Delivered

Site Name	January		February		March		April		May		June		July		August		September		October		November		December		2025		
	Gasoline	Diesel	Gasoline	Diesel	Gasoline	Diesel	Gasoline	Diesel	Gasoline	Diesel	Gasoline	Diesel	Gasoline	Diesel	Gasoline	Diesel	Gasoline	Diesel	Gasoline	Diesel	Gasoline	Diesel	Gasoline	Diesel	Gasoline Total	Diesel Total	Combined Total
ARDSLEY	71,605	31,992	75,641	36,447	83,744	33,808	91,247	35,971	102,881	39,806	99,051	37,652	94,958	37,924	100,970	40,906	96,586	35,159	102,606	40,099	80,757	29,889	81,213	30,651	1,081,259	430,304	1,511,563
SLOATSBURG	185,776	27,293	183,967	22,519	198,199	31,893	220,437	32,939	256,543	32,537	238,532	32,168	290,647	39,580	293,301	32,290	221,078	34,666	234,544	28,060	222,898	30,494	227,614	27,841	2,773,536	372,280	3,145,816
RAMAPO	222,802	27,476	220,184	26,278	244,568	27,143	224,994	29,412	265,538	29,137	260,632	34,373	331,261	38,596	336,345	38,121	237,062	27,164	272,149	43,158	122,741	30,410	223,306	30,963	2,961,582	382,231	3,343,813
PLATTEKILL	193,453	22,249	178,086	24,985	203,694	30,560	195,344	28,444	223,397	32,108	214,817	30,380	275,554	36,896	283,425	32,271	196,067	30,598	228,190	25,934	193,327	25,889	215,728	26,635	2,601,082	346,949	2,948,031
MODENA	94,953	18,381	93,270	19,386	102,505	18,618	99,012	12,901	87,451	13,759	99,470	20,852	117,717	19,589	127,401	24,364	100,348	20,361	117,629	23,056	141,727	23,178	169,622	24,989	1,351,105	239,434	1,590,539
ULSTER	149,170	31,978	145,758	31,099	149,617	36,388	142,550	30,341	164,227	32,735	178,732	37,252	200,477	40,311	224,725	38,481	161,466	33,010	178,168	37,708	154,864	31,762	166,533	33,085	2,016,287	414,150	2,430,437
MALDEN	142,979	18,279	129,004	17,490	126,506	21,480	140,008	19,999	150,162	20,901	174,010	23,490	197,223	28,201	211,716	28,900	145,211	22,980	168,255	25,921	138,627	19,500	165,307	11,000	1,889,008	258,141	2,147,149
NEW BALTIMORE NORTH	71,241	5,361	64,061	5,299	74,960	7,480	61,982	5,990	72,704	7,486	78,199	7,500	106,454	8,480	118,711	9,000	73,707	6,001	75,396	6,000	60,508	7,000	83,703	6,500	941,626	82,097	1,023,723
NEW BALTIMORE SOUTH	208,082	20,099	191,107	19,002	212,359	22,000	185,098	19,500	217,909	22,900	251,568	21,500	305,983	26,500	335,638	26,000	235,064	20,300	240,659	18,870	208,184	17,502	212,218	18,000	2,803,869	252,173	3,056,042
GUILDERLAND	107,757	18,500	89,515	15,501	89,495	14,490	107,970	16,485	119,881	19,980	142,558	19,475	156,861	26,324	162,811	22,850	137,290	22,990	125,432	20,492	104,990	20,000	117,984	19,000	1,462,544	236,087	1,698,631
PATTERSONVILLE	133,398	14,501	123,213	17,480	159,324	18,036	180,075	18,500	220,330	22,000	219,721	23,980	274,170	29,000	310,092	27,000	219,906	22,500	235,561	24,280	202,897	19,890	187,437	17,990	2,466,124	255,157	2,721,281
MOHAWK	46,006	9,500	48,988	6,520	91,151	10,000	94,596	7,999	124,911	13,595	147,689	14,969	154,007	14,980	177,566	19,000	131,397	16,001	132,663	17,443	106,398	14,970	106,197	10,000	1,361,569	154,977	1,516,546
IROQUOIS	119,100	17,365	86,996	14,000	129,496	15,490	135,880	16,500	171,684	13,500	179,160	17,498	216,215	26,000	238,848	27,000	167,291	21,498	181,696	22,300	157,442	17,500	144,796	15,500	1,928,604	224,151	2,152,755
INDIAN CASTLE	114,776	18,443	96,469	16,991	124,143	20,974	138,304	18,995	176,937	25,985	193,716	25,300	221,048	31,998	240,018	30,000	180,837	31,495	180,165	26,480	154,017	23,380	142,993	17,500	1,963,423	287,541	2,250,964
SCHUYLER	58,509	9,000	48,160	10,000	57,999	7,000	67,970	9,465	77,493	6,450	92,974	10,500	112,015	14,000	122,001	14,500	89,511	11,500	92,471	16,990	79,999	9,000	70,477	8,500	969,579	126,905	1,096,484
ONEIDA	103,146	14,585	93,080	12,906	139,877	18,939	133,158	15,989	176,773	21,129	171,415	23,638	221,183	26,047	243,968	27,160	175,918	23,063	183,186	25,168	148,212	19,666	145,685	14,465	1,935,601	242,755	2,178,356
CHITTENANGO	122,361	17,936	111,230	16,127	155,562	20,173	140,277	17,913	176,138	19,438	182,547	26,047	220,447	26,065	245,479	24,446	173,443	23,348	194,736	26,140	164,552	16,896	155,947	19,347	2,042,719	253,876	2,296,595
DEWITT	56,521	4,758	60,711	8,928	69,623	8,873	75,234	8,144	91,538	13,639	119,442	15,767	125,682	15,532	142,243	15,721	93,665	13,350	104,475	11,809	93,096	11,772	84,868	10,822	1,117,098	139,115	1,256,213
WARNERS	126,127	13,350	103,480	13,000	140,520	15,500	156,823	12,990	189,369	20,000	215,431	18,500	233,389	23,499	278,983	25,779	175,669	20,490	207,390	23,490	178,150	19,490	164,111	11,989	2,169,442	218,077	2,387,519
PORT BYRON	79,000	12,000	80,500	12,000	101,589	14,500	113,980	13,980	147,904	16,500	165,705	17,500	189,431	19,971	210,667	21,900	150,671	20,490	155,951	18,480	109,991	17,000	123,472	15,499	1,628,861	199,820	1,828,681
JUNIUS PONDS	117,561	12,655	98,604	13,481	139,244	16,757	145,858	13,657	170,812	19,194	185,454	18,537	222,608	21,543	232,744	20,774	162,504	17,426	192,686	21,820	152,899	14,801	151,137	16,815	1,972,111	207,460	2,179,571
CLIFTON SPRINGS	159,073	17,220	123,945	17,686	163,828	22,608	175,549	24,311	215,431	24,412	221,072	24,235	267,538	26,374	262,555	23,930	212,416	30,500	232,653	27,401	183,262	29,432	177,785	14,782	2,395,107	282,891	2,677,998
SENECA	95,501	8,900	76,199	6,600	96,900	7,200	113,301	5,500	136,202	7,900	141,100	9,400	172,396	6,700	162,699	7,900	146,602	8,500	133,100	8,400	123,401	8,900	100,000	6,500	1,497,401	92,400	1,589,801
SCOTTSVILLE	70,171	10,000	68,370	13,400	78,851	10,485	102,087	14,485	133,841	15,485	148,406	15,985	170,569	17,000	190,755	20,835	140,178	11,500	133,085	9,000	107,406	6,485	95,371	7,485	1,439,090	152,145	1,591,235
ONTARIO	88,033	12,674	88,514	14,396	107,483	13,738	115,260	11,426	139,303	16,305	156,336	16,168	187,943	21,203	198,973	16,961	146,789	17,346	159,210	17,594	126,609	15,895	140,267	14,853	1,654,720	188,559	1,843,279
PEMBROKE	152,163	18,344	159,767	14,816	178,396	17,338	211,810	18,287	251,233	21,332	248,249	23,795	317,610	28,769	328,988	27,490	237,845	20,417	233,916	25,497	219,875	19,683	196,560	18,109	2,736,412	253,877	2,990,289
CLARENCE	153,515	16,039	133,148	20,698	176,699	18,928	179,272	19,790	210,815	23,142	228,052	24,284	286,973	26,221	275,107	25,001	213,616	18,927	209,700	23,594	209,407	25,419	188,203	18,599	2,464,507	260,642	2,725,149
ANGOLA WEST	39,044	10,786	53,128	12,162	86,297	16,060	124,190	14,388	158,926	22,821	201,340	21,023	236,945	28,766	235,723	21,738	156,549	15,182	183,160	25,542	156,915	18,970	122,614	21,954	1,754,831	229,392	1,984,223
ANGOLA EAST	45,297	3,647	55,596	7,082	111,932	12,553	172,503	18,328	204,352	15,478	215,547	22,712	273,970	24,317	251,539	25,129	176,269	12,805	175,489	19,036	155,539	20,729	127,065	6,773	1,965,098	188,589	2,153,687
																							Grand Totals:		55,344,195	6,972,175	62,316,370

EXHIBIT 3

Key Terms for Agreement

EXHIBIT 3

Key Terms for Agreement [1]

NYS THRUWAY AUTHORITY
FUELING FACILITIES

[1] While Proposers are encouraged to ask questions, for the Lease Agreement terms set forth in this Key Terms for Agreement, the Authority will only modify such during the question and answer provisions of this RFP if the Authority determines that there is a compelling reason to do so. Any changes that are expressly rejected by the Authority pursuant to questions and answers stage of this procurement will not be allowed to be incorporated into the Lease Agreement pursuant to any negotiations with the Successful Proposer. The Authority retains the ability to expand or modify the proposed Lease Agreement terms in this RFP to the extent necessary to account for the selected Successful Proposer's Proposal provided that such terms were not expressly rejected during the questions and answers stage of this procurement and provided that they are not materially inconsistent with the Lease Agreement terms set forth in this RFP. The terms and conditions listed herein are subject to further development by the Authority.

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ARTICLE 1 - DEFINITIONS AND INTERPRETATION

SECTION 1.01 – DEFINITIONS

As used in this Agreement, capitalized terms have the meanings assigned to them in Exhibit L1 (Definitions).

SECTION 1.02 - INTERPRETATION

This Agreement shall be interpreted according to the following provisions, except to the extent the context or the express provisions of this Lease Agreement otherwise require.

(A) Plurality. Words importing the singular number mean and include the plural number and vice versa.

(B) Persons. Words importing persons include individuals, legal personal representatives, firms, companies, associations, joint ventures, general partnerships, limited partnerships, limited liability partnerships, limited liability companies, professional limited liability companies, trusts, business trusts, corporations, governmental bodies, and other legal entities.

(C) Headings. The table of contents and any headings preceding the text of the Articles, Sections and subsections of this Agreement shall be solely for convenience of reference and shall not affect its meaning, construction or effect.

(D) References Hereto. The terms “hereby,” “hereof,” “herein” “hereunder” and any similar terms refer to this Agreement.

(E) References to Days and Time of Day. All references to days herein are references to calendar days, unless otherwise indicated, such as by reference to Business Days. Each reference to time of day is a reference to local time in Albany, New York. If the time for doing an act, including making any payment, falls or expires on a day that is not a Business Day, the time for doing such act shall be extended to the next Business Day.

(F) References to Including. The words “include,” “includes,” and “including” are to be construed as meaning “include without limitation,” “includes without limitation,” and “including without limitation,” respectively.

(G) References to Statutes, Regulations and Executive Orders. Each reference to a statute or statutory provision includes any statute or statutory provision which amends, extends, consolidates or replaces the statute or statutory provision or which has been amended, extended, consolidated or replaced by the statute or statutory provision and includes any orders, regulations, by-laws, ordinances, codes of practice or instruments made under the relevant statute.

(H) References to Governmental Bodies. Each reference to a Governmental Body is deemed to include a reference to any successor to such Governmental Body or any organization or entity or organizations or entities which has or have taken over the functions or responsibilities of such Governmental Body.

(I) References to Documents and Standards. Each reference to an agreement, document, standard, principle or other instrument includes a reference to that agreement, document, standard, principle or instrument as amended, supplemented, substituted, novated or assigned.

(J) Industry Terms. Words and phrases that are not defined herein, but that have well-known technical or industry meanings shall be construed pursuant to such recognized meanings, taking into account the context in which such words and phrases are used herein.

(K) References to Dollar Amounts. All statements of, or references to, dollar amounts or money, including references to "$" and "dollars," are to the lawful currency of the United States of America.

(L) Obligations to Provide Assistance. The obligations of a Party to cooperate with, to assist or to provide assistance to the other Party hereunder shall be construed as an obligation to use the Party's personnel resources to the extent reasonably available in the context of performance of their normal duties, and not to incur material additional overtime or third-party expense unless requested and reimbursed by the assisted Party. Unless otherwise expressly stated herein, any failure of a Party entitled to assistance hereunder to perform an obligation under this Lease Agreement shall not be excused on account of any failure of the Party obligated to provide assistance.

(M) Party Bearing Cost of Performance. All obligations or responsibilities undertaken by each Party hereto shall be performed at the cost of the Party undertaking the obligation or responsibility, unless the other Party has expressly agreed herein to bear all or a portion of the cost, either directly, by reimbursement to the other Party or through an adjustment to the Rent.

(N) Appendices, Exhibits, Schedules ("Attachments"). This Agreement includes all provisions of the Attachments hereto, and references to Sections or Articles "of the Agreement" in the Attachments are intended solely for convenience to refer to Sections or Articles included in the main body of this Agreement and shall not be construed to mean that the Attachments are not a part of this Agreement.

(O) Counterparts. This Agreement may be executed in any number of original counterparts. All such counterparts shall constitute but one and the same Agreement.

(P) Severability. Each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Lease Agreement is held to be invalid, unenforceable or illegal to any extent, such provision shall be severed and such invalidity, unenforceability or illegality shall not prejudice or affect the validity, enforceability and legality of the remaining provisions of this Agreement. If any such provision of this Agreement is held to be invalid, unenforceable or illegal, the Parties will promptly endeavor in good faith to negotiate new provisions to eliminate such invalidity, unenforceability or illegality and to restore this Agreement as nearly as possible to its original intent and effect.

(Q) Drafting Responsibility. The Parties waive the application of any rule of law which otherwise would be applicable in connection with the construction of this Agreement to the effect that ambiguous or conflicting terms or provisions should be construed against the Party who (or whose counsel) prepared the executed agreement or any earlier draft of the same.

(R) Interpolation. If any calculation hereunder is to be made by reference to a chart or table of values, and the reference calculation falls between two stated values, the calculation shall be made on the basis of linear interpolation.

(S) Accounting and Financial Terms. All accounting and financial terms used herein are, unless otherwise indicated, to be interpreted and applied in accordance with GAAP.

(T) Applicability, Stringency and Consistency of Contract Standards. Where more than one Contract Standard applies to any particular performance obligation of the Operator hereunder, each such applicable Contract Standard shall be complied with by the Operator. In the event there are different levels of stringency among such applicable Contract Standards, the most stringent of the applicable Contract Standards shall govern. In the event of any inconsistency among the Contract Standards, the Operator shall notify the Authority, and the Authority's written determination as to the applicable standard shall be binding Any reference in this Agreement to materials, equipment, systems or supplies (whether such references are in lists, notes, specifications, schedules, or otherwise) shall

be construed to require the Operator to furnish the same, at minimum, in accordance with the grades and standards therefor indicated in this Agreement.

(U) Third-Party Rights. This Agreement is exclusively for the benefit of the Authority and the Operator and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action or other rights.

ARTICLE 2 - REPRESENTATIONS AND WARRANTIES OF THE OPERATOR

SECTION 2.01 – REPRESENTATIONS OF THE OPERATOR

The Operator represents and warrants, as of the Execution Date, that:

(A) Existence and Powers. The Operator is a [Type of Company Formation] duly organized, validly existing and in good standing under the laws of the state of[Operator's State of] and has the authority to do business in the State and in any other state in which it conducts its activities, with the full legal right, power and authority to enter into and perform its obligations under this Agreement.

(B) Due Authorization and Binding Obligation. This Agreement has been duly authorized, executed and delivered by all necessary action of the Operator and constitutes a legal, valid and binding obligation of the Operator, enforceable against the Operator in accordance with its terms, except to the extent that its enforceability may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights from time to time in effect and equitable principles of general application.

(C) No Conflict. Neither the execution nor delivery by the Operator of this Agreement nor the performance by the Operator of its obligations in connection with the transactions contemplated hereby or the fulfillment by the Operator of the terms or conditions hereof:

(1) Conflicts with, violates or results in a breach of any constitution, law, governmental regulation, by-laws or certificates of incorporation applicable to the Operator; or
(2) Conflicts with, violates or results in a breach of any order, judgment or decree, or any contract, agreement or instrument to which the Operator is a party or by which the Operator or any of its properties or assets are bound, or constitutes a default under any of the foregoing.

(D) No Approvals Required. No approval, authorization, order or consent of, or declaration, registration or filing with, any Governmental Body is required for the valid execution and delivery of this Agreement by the Operator, except as such have been duly obtained or made.

(E) No Litigation Affecting the Operator. There is no action, suit, proceeding, investigation or litigation, at law or in equity, before or by any court or Governmental Body pending or, to the best of its knowledge after due inquiry, overtly threatened or publicly announced against the Operator or any of its Affiliates, in which an unfavorable decision, ruling or finding could reasonably be expected to have a material and adverse effect on the execution and delivery of this Agreement by the Operator or the validity, legality or enforceability of this Agreement against the Operator, or any other agreement or instrument entered into by the Operator in connection with the transactions contemplated hereby, or on the ability of the Operator to perform its obligations hereunder or under any such other agreement or instrument.

(F) No Litigation Affecting the Project Contractors. To the best of its knowledge after due inquiry, there is no action, suit, proceeding, investigation or litigation, at law or in equity, before or by any court or Governmental Body pending or, to the best of the Operator's knowledge, overtly threatened or publicly announced against any Project Contractor, in which an unfavorable decision, ruling or finding could reasonably be expected to have a material and adverse effect on the execution and delivery of any Project Contract by the respective Project Contractor or the validity, legality or enforceability of any Project Contract against the Project Contractor that is party to the Project Contract, or on the ability of any Project Contractor to perform its obligations under its respective Project Contract.

(G) Intellectual Property Rights. The Operator owns, has express rights to use, or is the recipient of a valid license to, all Intellectual Property necessary for the performance of its obligations under this Agreement, and has and will maintain the full power and authority to grant the Intellectual Property and other related rights granted under or contemplated by this Agreement without the further consent of any third party.

(H) Information Supplied by the Operator. The information supplied and representations and warranties made by the Operator in all submittals made in response to the RFP and in all post-proposal submittals with respect to the Operator (and to the Operator's knowledge after due inquiry, all information supplied in such submittals with respect to the Project Contractors and Subcontractors) are true, correct and complete in all material respects.

(I) Operator Review. The Operator has carefully reviewed the whole of this Agreement and has taken all steps it considers reasonably necessary to satisfy itself that nothing contained herein inhibits or prevents the Operator from performing and completing the Contract Services in accordance with the Contract Standards.

(J) Compliance with Applicable Law Generally. The Operator is in compliance in all material respects with Applicable Law pertaining to the Operator's business and services.

(K) Practicability of Performance. Subject to, and in accordance with, the terms of this Agreement, the Operator assumes the risk of the practicability and possibility of performance of the Contract Services in compliance with the requirements of the Contract Standards on the scale, within the time for completion, and in the manner required hereunder, and agrees that sufficient consideration for the assumption of such risk is included herein.

(L) No Broker's Fees. No broker, finder, financial advisor or investment banker is entitled to any brokerage, finder's, financial advisor's or investment banker's fee or commission or similar payment in connection with the transactions contemplated by this Agreement based upon arrangements made by and on behalf of the Operator or any of its Affiliates for which the Authority may become liable at any time.

(M) No Organizational Conflicts of Interest. To the best of its knowledge after due inquiry, no actual, potential or perceived organizational conflict of interest exists with respect to the Operator or any of its Project Contractors or Subcontractors. For purposes of this Section 2.2(M):

(1) The term "organizational conflict of interest" means a circumstance arising out of existing or past activities, business or financial interests, familial relationships, contractual relationships, and/or organizational structure (i.e., parent entities, subsidiaries, Affiliates, etc.) of the Operator or any of its Project Contractors or Subcontractors that results in (a) impairment or potential impairment of a consultant's ability to render impartial assistance or advice to the Authority, or of its objectivity in performing work for the Authority, (b) an unfair competitive advantage for the Operator with respect to the procurement process for the Project, including access to information that is not generally available to other proposers, based on services previously provided by a consultant with respect to the Project, or (c) a perception or appearance of impropriety with respect to the procurement process for the Project (regardless of whether any such perception is accurate); and

(2) The term "consultant" means any person that is currently performing or has previously performed professional or consulting services for the Authority with respect to the Project, including any person providing accounting, auditing, architecture, landscape architecture, construction, project management, engineering, environmental consulting, appraisal, land surveying, or legal services, and includes subconsultants at all tiers.

ARTICLE 3 - TERM & TERMINATION

SECTION 3.01 - TERM

The term of this Agreement, when duly executed, shall commence upon approval by the Authority Executive Director and shall terminate on June 30, 2054 (“Expiration Date”) unless terminated sooner pursuant to any of the terms of this Agreement or by function of law and the Authority’s rights to extend the effectiveness of this Agreement.

SECTION 3.02 - EXPIRATION OR TERMINATION

The Authority shall have the right to terminate this Agreement in its entirety or as it applies to one or more Fueling Facilities:

(a) The Authority may, in its discretion and for its convenience, terminate the Lease Agreement at any time on or before the expiration of the Term (a “Termination for Convenience”). In the event of any Termination for Convenience, the Authority shall pay the Operator the Convenience Termination Amount (defined in 1. below). The right of the Authority to terminate the Lease Agreement for its convenience and in its discretion will constitute an essential part of the overall consideration for the Lease Agreement, and, without limiting any right of the Operator in respect of its entitlement to the Convenience Termination Amount, the Operator waives and covenants not to assert any right it may have under Applicable Law to claim that the Authority owes the Operator any duty of good faith or fair dealing in the exercise of such right.

(1) In the event this Lease Agreement is terminated upon a Termination for Convenience, the Authority will pay to the Operator a Convenience Termination Amount based on the depreciated value of any capital improvements as required by this Agreement that were made by the Operator.

(b) On thirty (30) days written notice, as provided for in Section 3.03 of this Agreement entitled “Notice Prior to Termination” for any failure by the Operator to perform or comply with any non-monetary covenant, term, condition or obligation under this Agreement, and on ten (10) days written notice, as provided for in Section 3.03 of this Agreement, for any failure by the Operator to perform or comply with any monetary covenant, term, condition or obligation under this Agreement. For purposes of clarification, the Operator understands and agrees that failure by the Operator to comply with any non-monetary or monetary covenant, term, condition or obligation under this Agreement as it applies to any one Facility is grounds for the Authority's exercising its rights under this Section 3.02 to terminate this Agreement in its entirety.

(c) On thirty (30) days written notice if:

(1) The Operator files a petition in bankruptcy or for insolvency or for reorganization under any bankruptcy or insolvency statute, or makes any arrangement or assignment for the benefit of creditors;
(2) A petition in bankruptcy or insolvency is filed against the Operator that is not dismissed, withdrawn or otherwise stayed within ninety (90) days after filing;
(3) The Operator is adjudicated as bankrupt or insolvent;
(4) A receiver or trustee is appointed for all, or substantially all, of the property of the Operator upon an insolvency, and said receiver or trustee is not discharged or ordered removed or their appointment otherwise stayed within ninety (90) days after their appointment; or
(5) The Operator sells all or substantially all of its assets, or there is a dissolution, liquidation, merger, consolidation, or reorganization of the Operator;

(d) Immediately, if in the Authority's sole judgment, the Facilities are discovered to pose a substantial environmental hazard to the public health and safety caused by the Operator or its officers, agents,

contractors, subcontractors, tenants, employees, licensees or franchisees, and the Operator's continued presence and operation is determined to be detrimental to the efficient and/or effective remediation of the Facilities;

(e) Immediately, if in the Authority's sole judgment, the certification made by the Operator in accordance with New York State Finance Law §§ 139-j and 139-k was intentionally false or intentionally incomplete. This also includes the Authority's right to terminate this Agreement at any time in the event the Authority finds that the Operator is non-responsible or has failed to accurately disclose vendor responsibility information.

(f) Upon ten (10) days written notice, if in the Authority's judgment the sum of default notices issued under Section 3.03 of this Agreement entitled "Notice Prior to Termination" or the number of occasions the Authority exercises its rights under Section 5.10 of this agreement entitled "Authority Right to Cure (Additional Rent and Charges)", reflects a pattern and practice of material non-compliance by the Operator with this Agreement.

In the event the Authority exercises its right to postpone, suspend, abandon, partially terminate or terminate this Agreement, the Operator must within ten (10) days of such postponement, suspension, abandonment, partial termination or termination deliver to the Authority all records, documents, and data pertaining to services rendered under this Agreement.

In the event of a default, the Operator shall not be entitled to payment of any amount from the Authority in connection with any termination of this Lease.

SECTION 3.03 - NOTICE PRIOR TO TERMINATION

(a) Prior to terminating this Agreement as provided in Section 3.02 of this Agreement entitled "Expiration or Termination", other than Termination for Convenience, the Authority may give written notice of default to the Operator, specifying in reasonable detail the nature of the default and, except in the case of non-payment, a brief description of the nature of the actions to be taken by the Operator to cure such default. The Operator shall have a period of: ten (10) days from receipt of such notice to cure any default in payment of rent under this Agreement; and thirty (30) days from receipt of such notice to cure any default other than non-payment of rent. If the Operator fails to cure as provided in this Section 3.03, this Lease shall come to an end on the date specified in such termination notice as fully and completely as if such date were the date herein originally fixed for the expiration of the Term.

(b) The periods set forth herein apply only to giving of notice prior to termination. They shall not be construed to limit the Authority's other rights and remedies under this Agreement, including, but not limited to, the Section 5.10 of this Agreement entitled "Authority Right to Cure (Additional Rent & Charges)", nor to expand the time periods within which the Operator is required to perform its obligations under this Agreement. The periods set forth herein apply to Termination and shall not be construed to alter the time for performance

SECTION 3.04 - OTHER RIGHTS AND REMEDIES; NO COUNTERCLAIM IN SUMMARY PROCEEDINGS

(a) The rights of termination described in Section 3.02 of this Agreement entitled "Expiration or Termination" shall be in addition to any other rights and remedies that the Authority has at law or in equity upon any breach of this Agreement by the Operator, and the exercise by the Authority of any right of termination shall be without prejudice to any other such rights and remedies.

(b) The Operator shall not interpose any counterclaims in any summary proceedings or action for non-payment of rental that may be brought by the Authority.

SECTION 3.05 - ACCEPTANCE OF RENTAL

No acceptance by the Authority of rents, fees, charges or other payments in whole or in part for any period or periods after a default in any of the terms, covenants and conditions to be performed, kept or observed by the Operator shall be deemed a waiver of any right on the part of the Authority to terminate this Agreement.

SECTION 3.06 - CONTINUITY OF OPERATION

(a) To ensure continuity of operation of the Fueling Facilities, at the sole option of the Authority, the effective date of any termination or expiration may be temporarily extended to the date of commencement of any successor agreement. During the term of such temporary extension, the Operator shall be bound by all of the terms and conditions of this Agreement. The Authority may terminate such extension on thirty (30) days written notice.

(b) If the Operator shall hold over and remain in possession of one or more of the Fueling Facilities, or any part thereof, after the expiration or termination of this Agreement, except for such temporary extension provided for in Section 3.06(a) above, such holding over shall not be deemed to operate as a renewal or extension of this Agreement but shall only create a tenancy from month to month that may be terminated at any time by the Authority upon thirty (30) days written notice.

(c) Upon the expiration or termination of this Agreement, the Operator shall: (i) vacate and surrender the Facilities in broom-clean and operable condition, with all buildings, appurtenances, fixtures and equipment in good order and operating condition, ordinary wear and tear excepted, free and clear of all liens and encumbrances other than those created by the Authority and (ii) remove all of its inventory and cash control systems, provided, however, that the Operator shall promptly repair in a good and workmanlike manner any damages to the Facilities caused by such removal. This obligation shall survive expiration or early termination of this Agreement. At the Authority's discretion, upon the termination or expiration of the Agreement, the Operator will sell to the Authority or to the Operator's successor the electronic point-of-sale equipment at Operator's depreciated value.

Unless otherwise directed by the Authority in writing that Operator shall remove such, all other property and improvements at the Facilities shall be retained by the Authority and shall not be removed by the Operator, including, but not limited to, improvements covered by Section 15.04 of this Agreement entitled “No Ownership Interest” and items purchased by the Operator with Renewal and Replacement Expenditures.

If the Operator wants to remove any item in addition to its cash control systems and inventory, the Operator shall notify the Authority at least sixty (60) days before the expiration of the Agreement, or immediately in the event of early termination, and leave equivalent items that are acceptable to the Authority. This covenant shall survive the expiration or termination of this Agreement.

(d) Upon the expiration or termination of this Agreement, the Operator shall cooperate fully with the Authority and /or the Authority's designee to provide for an orderly transition of services, without interruption of services to the Authority's patrons. Such cooperation shall include, but not be limited to, the granting of reasonable access to the Facilities to the new operator (or, in the event of a procurement, to the participants of such procurement), to install equipment and to make all other changes necessary for the transition of operations.

SECTION 3.07 - RIGHT OF RE-ENTRY

The Authority shall, as an additional remedy upon the giving of a notice of termination as provided in this Agreement in the "Termination" section, have the right to re-enter the Facilities and every part thereof upon

the effective date of termination without further notice of any kind, and may regain and resume possession either with or without the institution of summary or any other legal proceedings or otherwise. Such re-entry or regaining or resumption of possession, however, shall not in any manner affect, alter or diminish any of the obligations of the Operator under this Agreement, and shall in no event constitute an acceptance of surrender.

SECTION 3.08 - SURVIVAL OF THE OBLIGATION OF THE OPERATOR

(a) In the event that this Agreement shall have been terminated in accordance with a notice of termination as provided in Article 3.03 of this Agreement entitled “Notice Prior to Termination”, or in the event that the Authority has re-entered, regained or resumed possession of the Facilities in accordance with the provisions of Section 3.07 of this Agreement entitled "Right of Re-entry," all the obligations of the Operator under this Agreement shall survive such termination or cancellation, re-entry, regaining or resumption of possession and shall remain in full force and effect for the full term of this Agreement, and the amount of damages or deficiency shall become due and payable, as more specifically stated in paragraph (b) below, to the Authority to the same extent, at the same time or times and in the same manner as if no termination, cancellation, re-entry, regaining or possession had taken place.

(b) Immediately upon any termination or cancellation pursuant to Section 3.02 of this Agreement entitled "Expiration or Termination," or upon any reentry, regaining or resumption of possession in accordance with Section 3.07 of this Agreement entitled "Right of Re-entry", there shall become due and payable by the Operator to the Authority, in addition to rent accrued prior to the effective date of termination, without notice or demand and as damages, the sum of the following:

(1) The amount of all unfulfilled monetary obligations of the Operator under this Agreement, including without limitation thereto, all sums constituting additional rent hereunder and the cost to and expenses of the Authority for fulfilling all other obligations of the Operator which would have accrued or matured during the balance of the Term or on the expiration date originally fixed or within a stated time after expiration or termination provided that the capital investment required shall only become due and payable to the extent provided pursuant to this Lease Agreement; and
(2) An amount equal to the cost to and the expenses of the Authority in connection with the termination, cancellation, regaining possession and restoring and reletting the Facilities, the Authority's legal expenses and cost, and the Authority's cost and expenses for the care and maintenance of the Facilities during any period of vacancy, and any brokerage fees and commissions in connection with any reletting; and
(3) Subject to the provisions of paragraph (c) below, on account of the Operator's rent obligation, an amount equal to the then present value of all Annual Rent provided for in this Agreement for the entire term, following the effective date of termination, as originally fixed in the “Term” Section of this Agreement, less the amount thereof which may have been actually paid to the Authority by the Operator. In no event shall the Annual Rent for any Lease Year used to establish the damages to which the Authority is entitled be less than the Minimum Annual Guaranteed Rent for such year.

(c) The Authority may at any time bring an action to recover all damages as set forth above not previously recovered in separate actions, or it may bring separate actions to recover the items of damages set forth in subparagraphs (1) and (2) of paragraph (b) above and separate actions periodically to recover from time to time only such portion of the damages set forth in subparagraph (3) of paragraph (b) above as would have accrued as rent up to the time of the action if there had been no termination or cancellation. In any such action the Operator shall be allowed a credit against its survived damages obligations equal to the amounts which the Authority shall have actually received from any tenant of the Facilities or a part thereof during the period for which damages are sought, and if recovery is sought for a period subsequent to the date of suit a credit equal to the market rental value of the Facilities during such period (discounted to reflect the then present value thereof). If at the time of

such action the Authority has re-let the Facilities, the rental for the Facilities obtained through such re-letting shall be deemed to be the market rental value of the Facilities or be deemed to be the basis for computing such market rental value if less than the entire Facilities were re-let. In no event shall any credit allowed to the Operator against its damages for any period exceed the then present value of Annual Rent which would have been payable under this Agreement during such period if a termination or cancellation had not taken place, and in no event shall Annual Rent for such period be less than the Minimum Annual Guaranteed Rent for such period. In determining present value of Annual Rent an interest rate of five percent (5%) per annum shall be used.

SECTION 3.09 - RELETTING BY THE AUTHORITY

The Authority, upon termination or cancellation pursuant to Section 3.02 of this Agreement entitled "Expiration or Termination", or upon any re-entry, regaining or resumption of possession pursuant to Section 3.07 of this Agreement entitled "Right of Re-entry", may occupy the Facilities or may re-let the Facilities and shall have the right to permit any person, firm or corporation to enter upon the Facilities and use the same. Such re-letting may be of only part of the Facilities, and for a period of time the same as or different from the balance of the term hereunder remaining, and on terms and conditions the same as or different from those set forth in this Agreement. The Authority shall also, upon termination or cancellation pursuant to Section 3.02, or upon its re-entry, regaining or resumption of possession pursuant to the Section 3.07, have the right to repair or to make structural or other changes in the Facilities, without affecting, altering or diminishing the obligations of the Operator hereunder. In the event either of any re-letting or of any actual use and occupancy by the Authority, there shall be credited to the account of the Operator against its survived obligations hereunder any net amount remaining, after deducting from the amount actually received from any new operator as the rental or fee for the use of the said Facilities or portion thereof during the balance of the letting, all expenses, costs and disbursements incurred or paid by the Authority in connection therewith. No such re-letting or such use and occupancy shall be or be construed to be an acceptance of a surrender.

SECTION 3.10 - WAIVER OF REDEMPTION

The Operator hereby waives any and all rights of redemption, granted by or under any present or future law, arising in the event it is evicted or dispossessed for any cause, or in the event the Authority obtains or regains possession of the Facilities in any lawful manner.

SECTION 3.11 – TRANSFERS ON TERMINATION

(A) Transfer Responsibilities. On or promptly after the Termination Date:

(1) If the Termination Date occurs prior to the Opening Date of any Facility, subject to item (2) of this Section 3.11 (A):

(a) The Operator shall preserve and protect the structures, equipment, materials and other property comprising the Facilities, including the Initial Improvements or other Capital Improvements authorized by the Authority as so far implemented; and

(b) Insofar as any transfer will be necessary to fully and effectively transfer property to the Authority, the Operator shall transfer to, and there shall vest in, the Authority, free from all financial encumbrances, such part of the Facilities, including the Initial Improvements or other Capital Improvements authorized by the Authority that have been implemented on or have become affixed to the Facilities and, if the Authority so elects, the materials and equipment necessary for the completion of the Initial Improvements or other Capital Improvements authorized by the Authority, including all materials and equipment on or near the Facilities, will remain available to the Authority for the purposes of completing the Initial Improvements or other Capital Improvements authorized by the Authority, subject to payment by the Authority of the relevant Project Contractor’s reasonable charges;

(2) Regardless of when the Termination Date occurs, the Operator shall transfer to, and there shall vest in the Authority free from all financial encumbrances, all spare parts required by the Contract

Standards to be maintained by the Operator and that are in the possession of any Operator Person;

(3) If the Authority so elects, the Operator shall cause any or all of the Project Contracts (and any related contracts which govern the obligations between the Operator and the Project Contractor whose obligations have been assigned (such as a coordination or interface agreement)) to be novated or assigned to the Authority;

(4) Without limiting any other obligation hereunder, the Operator shall, or shall cause any Material Contract Party to offer to sell to the Authority at the fair market value and free from any security interest all or any part of the stocks of material and other assets, spare parts and other moveable property owned by the Operator or any Material Contract Party and reasonably required by the Authority in connection with the operation of the Facilities or the provision of the Contract Services; provided, that, title to such does not otherwise vest in the Authority pursuant to this Agreement;

(5) Subject to Section 13.03 of this Agreement entitled "Confidentiality and Non-Disclosure" as applicable, the Operator shall deliver to the Authority (to the extent not already delivered to the Authority):
   (a) All existing work product, including designs, plans and other Deliverable Material produced in connection with the Project;
   (b) One complete set of existing drawings and other documentation showing all alterations made to the Facilities since the commencement of the Term;
   (c) One complete set of existing, up-to-date maintenance, operation and training manuals for the Project;
   (d) Relevant information pertaining to any Legal Proceedings against the Operator by the Project Contractors, any Subcontractor or other third parties relating to the termination of the Contract Services (or any Subcontracts); and
   (e) Copies of all Subcontracts, including all Subcontracts in respect of utilities, together with a statement of:
      i. All items ordered and not yet delivered pursuant to each Subcontract;
      ii. The expected delivery date of all such items;
      iii. The total cost of each Subcontract and the terms of payment; and
      iv. The estimated cost of canceling each Subcontract;

(6) The Operator shall use all reasonable efforts to ensure that the benefit of existing Intellectual Property and all warranties in respect of mechanical and electrical equipment used or made available by the Operator under this Lease Agreement and included in the Project but not previously assigned or licensed to the Authority are assigned, licensed or otherwise transferred to the Authority;

(7) To the extent permitted by Applicable Law, the Operator shall assign to the Authority all Governmental Approvals;

(8) The Operator shall deliver to the Authority all books, records and files required to be kept by the Operator hereunder (the Operator having the right to retain copies thereof) unless such documents are:
   (a) Required by Applicable Law to be retained by the Operator or a Project Contractor or Subcontractor, in which case complete copies will be delivered to the Authority; or
   (b) Privileged under Applicable Law from production pending resolution of any outstanding dispute, in which case such records will be delivered forthwith upon resolution of such dispute, provided that any records that are necessary for the performance of the Contract Services will be delivered to the Authority no later than the Termination Date;

(9) The Operator shall give written notice of termination, effective as of the Termination Date, promptly under each policy of Required Insurance, as mandated by Article 10, (with a copy of each such notice to the Authority), but permit the Authority to continue such policies thereafter at its own expense, if possible; and

(10) The Operator shall take such other actions, and execute such other documents as may be necessary to effectuate and confirm the foregoing matters, or as may be otherwise necessary or desirable to minimize the Authority's costs, and take no action which shall increase any amount payable by the Authority under this Agreement.

(B) No Additional Compensation. The Operator shall ensure that provision is made in all applicable contracts to ensure that the Authority will be in a position to exercise its rights, and the Operator will be in a position to comply with its obligations, under this Section 3.11, without additional payment or compensation to any person.

SECTION 3.12 - TRANSITIONAL OBLIGATIONS

The Operator shall, in connection with the expiration or any termination of this Lease Agreement:

(1) Stop the Contract Services on the Termination Date;
(2) On the Termination Date and without limiting any obligation under Section 3.11 of this Agreement entitled "Transfers on Termination", deliver or cause to be delivered to the Authority:
    (a) All keys, access codes or other devices required to operate the Facilities and perform the Contract Services; and
    (b) Any Intellectual Property required to be delivered by the Operator pursuant to Section 13.03 of this Agreement entitled "Confidentiality and Non-Disclosure";
(3) On the Termination Date, vacate, and cause all Operator Persons to vacate, the Facilities, and leave the Facilities in a safe, clean and orderly condition;
(4) On request by the Authority, for a period not to exceed 180 days after the Termination Date, co-operate fully with the Authority and any successor providing to the Authority services in the nature of any of the Contract Services or any part of the Contract Services, in order to achieve a smooth transfer of the manner in which the Authority obtains services in the nature of the Contract Services and to avoid or mitigate in so far as reasonably practicable any inconvenience or any risk to the health, safety and security of the employees of the Authority and members of the public; and
(5) On the Termination Date, remove from the Facilities all property of the Operator or any other Operator Person that is not acquired by the Authority pursuant to Section 3.11 of this Agreement entitled "Transfers on Termination" or that does not otherwise belong to the Authority, and if it has not done so within 60 days after any notice from the Authority requiring it to do so, the Authority may (without being responsible for any loss, damage, costs or expenses) remove and sell any such property and will hold any proceeds less all costs incurred by the Authority in connection therewith, to the credit of any amount owing to the Authority and otherwise to the credit and direction of the Operator.

SECTION 3.13 - ACCRUED RIGHTS

No termination or expiration of this Lease Agreement shall:

(1) Limit or otherwise affect the respective rights and obligations of the Parties hereto accrued prior to the date of such termination or expiration; or
(2) Preclude either Party from impleading the other Party in any Legal Proceeding originated by a third party as to any matter occurring during the Term.

SECTION 3.14 - NO OPERATOR RENEWALS OR EXTENSIONS

Without limiting any Authority right, nothing in this Agreement shall be construed as conferring upon the Operator any right to extend or renew the Term.

SECTION 3.15 - SURVIVAL

Notwithstanding any other provision of this Agreement, the following provisions hereof will survive the expiration or any earlier termination of this Agreement:

(1) The liability, indemnifications, limitations and required certifications set forth in Article 13 (Liability, Ethics, Confidentiality and Required Certifications);
(2) The express obligations of the Parties hereunder following termination;
(3) Section 6.23 (“Ownership and Use of Deliverable Material and Work Product);
(4) Section 13.03 (Confidentiality and Non-Disclosure);
(5) The Authority’s rights related to any security instrument required to be provided pursuant to Article 10 (Insurance and Bond Requirements);
(6) Any other provisions which either expressly or by their context or inherent character should survive expiration or earlier termination of this Agreement or the completion of the Contract Services; and
(7) Any provisions necessary to give effect to the provisions referenced or described in this Section 3.15.

ARTICLE 4 – TRANSITION PERIOD FROM CURRENT OPERATOR

SECTION 4.01 – DUTIES OF OPERATOR

The Operator may perform further investigations of the Facilities during the Transition Period in accordance with any requirements and restrictions set forth in Section 4.02 below. The Operator shall diligently perform its Transition Period responsibilities during the Transition Period.

SECTION 4.02 - OPERATOR TRANSITION PERIOD RESPONSIBILITIES

The Operator shall satisfy the following Transition Period responsibilities during the Transition Period:

(1) The Operator shall carry out all of its responsibilities to ensure the orderly transfer of management responsibility for the Facilities 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 all Project Plans required to be submitted and approved during the Transition Period; 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 required Scope of Services as identified in the RFP.
(4) If applicable, at the Expiration or Termination of this Lease Agreement, Operator shall ensure orderly transfer of management of the Facilities to the next operator.

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.

SECTION 4.03 – OPERATOR ACCESS TO FACILITIES DURING TRANSITION PERIOD

(A) Operator Access Rights. Subject to the occurrence of the Effective Date, the execution of the Agreement shall be deemed to constitute the granting to the Operator of a right of access to the Facilities during the Transition Period for the purposes of:

(1) Carrying out its responsibilities pursuant to the Transition Plan and under this Agreement; and
(2) Performing all necessary on-site investigations of the Facilities in accordance with the Contract Standards and any requirements and restrictions established by the Authority as a condition of such access.

Such right of access shall be subject to Section 4.03(B) and the rights of the current operators of the Facilities under the existing operating agreements. The Authority, upon written request by the Operator, shall provide true and correct copies of such existing agreements and any amendments thereto to the Operator.

The Operator shall assume all risks associated with such activities and shall indemnify, defend and hold harmless the Collective Indemnitees in accordance with Article 13 (Liability, Ethics, Confidentiality and Required Certifications). The Operator may, for the same purposes (and subject to the same restrictions) described in this Section 4.03(A), grant to any Operator Person performing Contract Services on behalf of the Operator a corresponding right to access the Facilities.

(B) Maintenance of Existing Operations. The Operator shall undertake and perform the Contract Services described in Section 4.03(A) in a manner which does not unreasonably interfere with or impair the ongoing operations of the Authority or any current operator in respect of the Facilities during the Transition Period. The Operator shall coordinate all such Contract Services with the

Authority and any current operator in accordance with the Transition Plan and the Contract Standards, including by providing reasonable notice to the Authority of proposed activities at the Facilities and by keeping the Authority reasonably informed of its activities at the Facilities. If the Operator does not comply with the Transition Plan and the Contract Standards in respect of accessing and performing Contract Services at any Fueling Facility during the Transition Period, the Authority shall have the right, by written notice to the Operator specifying the failure of compliance, to deny the Operator access to the Fueling Facility until such time as the Operator demonstrates to the reasonable satisfaction of the Authority that it will correct the issue and resume compliance.

(C) Authority Cooperation Generally. Subject to the terms and conditions of this Section 4.03, the Authority shall reasonably cooperate with the Operator to allow the Operator reasonable and timely access to the Facilities for the performance of the Contract Services described in Section 4.03(A) during the Transition Period.

ARTICLE 5 – FINANCING AND RENT

SECTION 5.01 - OPERATOR RESPONSIBILITY TO FINANCE THE PROJECT

(A) Operator Financing. The Operator is solely responsible for obtaining and repaying all financing necessary for the Project (including the Initial Improvements and any other Capital Improvements authorized by the Authority during the Term) at its own cost and risk and without recourse to the Authority. The Operator exclusively bears the risk of any changes in the interest rate, credit spreads, payment provisions, collateral requirements, finance charges, or the other terms and conditions of its financing. The amortization term of any debt financing or refinancing undertaken by the Operator for the Project shall not exceed the Term.

(B) Operator Liability. Notwithstanding any foreclosure or other enforcement of any security interest created by any Financing Document, the Operator shall remain liable to the Authority for the payment of all sums owing to the Authority under this Agreement and the performance and observance of all of the Operator's covenants and obligations under this Agreement.

SECTION 5.02 - DEBT NON-RECOURSE TO AUTHORITY AND STATE

All debt obligations issued or incurred by the Operator in connection with this Agreement or the Project, including the Project Debt, shall be issued or incurred only in the name of the Operator and without recourse to the Authority, the State, or any other Collective Indemnitee. Neither the Authority, the State nor any other Collective Indemnitee shall have any obligation to pay debt service on any Project Debt or other debt obligations, or to join in, execute or guarantee any note or other evidence of indebtedness of the Operator, including any Financing Document. Nothing herein shall be interpreted to limit or otherwise affect the Authority's obligations under this Agreement to pay the Convenience Termination Amount to the extent required.

SECTION 5.03 - FINANCING DOCUMENTS

(A) Restrictions and Mandatory Terms. No Security Document or other Financing Document or instrument purporting to mortgage, pledge or encumber, or create a Lien, charge or security interest in, on or against, the Operator's interest in, or rights or obligations under, this Agreement shall extend to or affect the Authority's right, title and interest in the Project or the Authority's rights or interests under this Agreement. Each Financing Document shall:

(1) Include (or incorporate by reference to another Financing Document) an acknowledgement and agreement as to this Section 5.03(A), Section 5.02, Section 5.04, RFP Section 2.3.2 [section reference to be updated during contract negotiations] and Section 11.01;
(2) Provide that any grant, assignment, mortgage, pledge, Encumbrance, Lien, charge, or security interest made or created in violation of this Section 5.03(A), Section 5.02, Section 5.04, RFP Section 2.3.2 [section reference to be updated during contract negotiations] or Section 11.01 shall be null and void;
(3) Not otherwise contain terms that are contrary to or inconsistent with the express terms of this Lease Agreement; and
(4) Provide that any amendment or waiver of such Financing Document that would result in a violation of this Section 5.03(A) shall be null and void without the express written consent of the Authority.

(B) Compliance with Financing Documents. The Operator shall keep the Financing Documents in good standing to the extent necessary to perform its obligations under this Lease Agreement and will ensure that none of the terms and conditions of the Financing Documents will prevent the Operator from performing its obligations under this Lease Agreement. If at any time the Operator receives a notice that an "event of default" (however described under the Financing Documents), any event

entitling the Lenders to enforce any security, or any other similar event has occurred under the Financing Documents, the Operator shall deliver to the Authority a copy of such notice within five Business Days of receipt of same.

SECTION 5.04 - LEASEHOLD MORTGAGES

The Operator shall have the right to place a Leasehold Mortgage on the Operator's interest in this Agreement pursuant to the Financing Documents, upon the condition that all rights acquired under such Leasehold Mortgage shall be subject and subordinate to all of the rights and interests of the Authority hereunder. The execution and delivery of a Leasehold Mortgage shall not be deemed to constitute an assignment, pledge, transfer or disposal of the Operator's leasehold interest nor shall the holder of a Leasehold Mortgage be deemed to be an assignee or transferee of this Agreement so as to require such holder to assume the performance of any of the terms, covenants or conditions on the part of the Operator to be performed hereunder; and the Operator's consent shall not be required with respect to any sale of the Operator's interest hereunder upon or in lieu of the foreclosure of any Leasehold Mortgage; provided, however, that no purchaser at a foreclosure sale or sale in lieu of foreclosure shall acquire any interest in the leasehold unless such purchaser or its designee shall execute, acknowledge and deliver to the Authority an instrument in recordable form whereby such purchaser or designee assumes and agrees duly to perform all of the obligations, terms and conditions of this Agreement to be performed on the part of the Operator (including its obligations to perform under the other Material Agreements). If the Operator shall grant a Leasehold Mortgage, the Operator or the Leasehold Mortgagee shall deliver to the Authority a true copy of such mortgage, together with written notice specifying the name and address of the mortgagee under such mortgage and the recording date. Any such Leasehold Mortgage shall be a Financing Document hereunder.

SECTION 5.05- RENT

Please reference RFP Section 2.3.3 - Rental Revenue from Operations

[This Section to Be Filled in during contract negotiations based on Successful Proposal]

SECTION 5.06 - AUTHORITY AUDIT RIGHT

Supplementing Paragraph 9 of Appendix A attached hereto, the Operator shall keep separate books and records with respect to gallons of fuel delivered, Gross Sales and operations for each Facility. At any time, the Authority and its representatives, upon reasonable notice to the Operator shall have the right to audit, examine, review and copy such books and records for the purpose of determining the Operator's compliance with the terms and conditions of this Agreement. If any examination or audit shall disclose 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 rate provided for in Section 5.07 entitled "Interest for Late Payment" from the date that such rent was due following demand therefor. If any examination or audit does not disclose that the Operator has underpaid the Authority by any amount, then the Operator shall not be responsible for the payment of any costs or expenses incurred by the Authority in connection with such examination or audit. The provisions of this Section 5.06 entitled "Authority Audit Right" shall survive the expiration or termination of this Agreement.

Books and records of account shall be kept on a uniform basis to be prescribed by the Authority, and in a form and manner satisfactory to the Authority. It is understood and agreed that the Operator will maintain a list by month, Facility, type of motor fuel and delivery ticket number, which list shall be kept together with the delivery tickets supporting such list. The Operator's records and operations shall be open to inspection and audit by the Authority, its designated representatives and consultants, at all reasonable times during business hours. The Operator will advise the Authority as to the specific location where the records will be available for inspection and audit.

SECTION 5.07 - INTEREST FOR LATE PAYMENT

If the Operator fails to pay any rent for a period of ten (10) days after such payment shall have become due, the Operator shall pay interest on such rent at an interest rate of nine percent (9%) per month from the date when such installment or payment shall have become due to the date of payment thereof. The foregoing is in addition to, and not in substitution of, the Authority remedies pursuant to this Agreement, at law or in equity, including but not limited to its termination rights set forth below, and nothing herein is intended to restrict any of such remedies, all of which shall be cumulative hereunder, including but not limited to such termination rights.

SECTION 5.08 - ANNUAL RECONCILIATIONS

Within sixty (60) days following the end of each Lease Year, the Operator shall provide the Authority with certified statements of Motor Fuel Volume Rent and Non-Fuel Rent for each Group for such Lease Year in form and substance satisfactory to the Authority. As used in this Agreement, "certified statements" shall mean statements prepared in accordance with GAAP and certified by the Chief Financial Officer of the Operator or other officer of the Operator who has been duly authorized to certify such statements. All such certified statements shall be accompanied by calculations showing the determination of such amounts paid in reasonable detail and such other documentation necessary to verify such calculations as the Authority may reasonably request.

If the annual certified statement of the Operator shall indicate that the Motor Fuel Volume Rent paid by the Operator for a particular Group for such Lease Year is less than the Minimum Annual Guaranteed Rent for such Group for such Lease Year, the Operator shall pay to the Authority the amount of such difference concurrently with the delivery of such certified statement to the Authority.

If this Agreement is terminated early due to no fault of the Operator, Minimum Annual Guaranteed Rent for each Group for such Lease Year shall be pro-rated, and the reconciliation described in this Section 5.08 shall take place within sixty (60) days of the end of such partial Lease Year.

SECTION 5.09 - SECURITY DEPOSIT

In addition to other forms of security required by this Agreement, the Operator has deposited Five Hundred Thousand ($500,000.00) Dollars ("Security Deposit") with the Authority to secure the Operator's performance of its obligations under this Agreement. The Authority shall hold the Security Deposit in an interest bearing escrow account at its bank. Interest on the Security Deposit shall be furnished to the Operator annually.

If the Operator violates any covenant, term, condition or obligation of this Agreement, the Authority may without prejudice to the Authority's other remedies, apply part or all of the Security Deposit to cure such violation. If the Authority so uses part or all of the Security Deposit, then the Operator shall within ten (10) days after written demand, pay the Authority the amount used to restore the Security Deposit to its original amount. The Authority may, but shall not be required to, use the Security Deposit in exercising its rights under Section 5.10 of this Agreement entitled Authority Right to Cure (Additional Rent and Charges) hereof.

Any part of the Security Deposit not used by the Authority as permitted by this Section 5.09 and any accumulated interest not previously returned to the Operator shall be returned to the Operator within thirty (30) days after the Agreement expires or is terminated other than for cause.

SECTION 5.10 - AUTHORITY RIGHT TO CURE (ADDITIONAL RENT AND CHARGES)

(A) If the Operator shall fail or refuse to perform any of its obligations under this Agreement, the Authority in addition to all other remedies available to it, shall have the right to perform any of the same and the Operator shall pay the Authority's cost thereof, or if the Authority elects to pay any

sum or sums or incurs any obligations, expense or cost that the Operator has agreed to pay or reimburse the Authority for, or if the Authority is required or elects to pay any sum or sums or incurs any obligations, expense or cost by reason of the failure, neglect or refusal of the Operator to perform or fulfill any one or more of the conditions, covenants or agreements contained in this Agreement, or as a result of an act or omission of the Operator contrary to the said conditions, covenants and agreements, including any legal expense or cost in connection with any actions or proceedings brought by the Authority against the Operator or by third parties against the Authority, the Operator agrees to pay the sum or sums so paid or the expense and the Authority's cost so incurred, including all interest costs, damages and penalties, and the same may be added to any installment of rent thereafter due hereunder and each and every part of the same shall be and become additional rent, recoverable by the Authority in the same manner and with like remedies as if it were originally a part of the Rent set forth in this Article 5.05 entitled ”Rent”, provided, however, that it shall not be added to any MAG due under Section 5.05 entitled “Rent” of the final Agreement.

(B) Notwithstanding anything to the contrary contained in this Agreement, with regard to failure by the Operator to perform any operational or maintenance requirement contained in this Agreement, the Authority shall only be required to give the Operator oral notice before availing itself of its rights under this Section 5.10 (Authority Right to Cure).

SECTION 5.11 – UTILITIES

The Operator shall be solely responsible for the cost of heat, water, electricity and all other Utilities related to the Facilities. 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.

SECTION 5.12 - TAXES AND ASSESSMENTS

The Operator shall be solely 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 this Lease Agreement. The real property of the Authority is exempt from taxation pursuant to Section 371 of the New York State Public Authorities Law. The Authority will use all reasonable efforts to contest any attempt by a Governmental Body to impose a Tax on the leasehold interest in the Facilities provided hereunder in contravention of such statutory exemption.

SECTION 5.13 – TOLLS

The Operator and any Operator Person (including their respective employees) shall be solely responsible for any tolls it and they incur on the Thruway.

ARTICLE 6 - GENERAL REQUIREMENTS AND CONDITIONS

SECTION 6.01 - CONTRACT STANDARDS

(A) The Operator acknowledges and agrees that the Project will serve an essential public service and will be critically important to enable the Authority to continue to provide fuel services to motorists along the Thruway. The Operator shall perform all Contract Services in accordance with the Contract Standards to further the interests of the Authority and the Project.

The Operator shall operate the Facilities for the benefit of the traveling public every day of the year beginning on the Effective Date, subject only to permissible closures approved by the Authority. The Operator shall provide twenty-four hour per day operation of each Facility.

(B) General Responsibilities. Without limiting any other requirement hereunder, the Operator shall, in accordance with the Contract Standards:

(1) Furnish all services, provide all materials, equipment and labor and undertake all efforts necessary or appropriate to perform the services required by this Agreement;
(2) Pay directly all costs and expenses of the services required by this Agreement of any kind or nature whatsoever, excluding only those costs and expenses which this Lease Agreement expressly specifies will be the responsibility of the Authority;
(3) Submit all reports and documentation, and develop, update, maintain and comply with all Project Plans, that are required hereunder in respect of the services required by this agreement;
(4) Provide and assume full responsibility for the security, including information security, of the Fuel Facilities in compliance with the Contract Standards throughout the Term;
(5) Arrange for and secure the availability of, and pay all costs and expenses for, all utilities required to perform the Contract Services;
(6) Cooperate with the Authority and any Governmental Body concerning all matters relating to the services required by this agreement; and
(7) Attend periodic meetings with the Authority as required by the Contract Standards.

(C) Application of Good Industry Practice. The Operator is responsible for keeping itself informed of and applying current Good Industry Practice at all times during the performance of the Contract Services throughout the Term.

(D) Responsibility for Operator Persons. All obligations of the Operator hereunder shall be performed by Operator Persons (subject to the limitations established herein) who are qualified to perform the specific services and meet all licensing and certification requirements of Applicable Law. The Operator shall be fully responsible, in accordance with the terms and conditions of this Lease Agreement, for all Contract Services performed by all Operator Persons, including the selection, pricing and performance of all Project Contractors and Subcontractors. The Operator shall, as between itself and the Authority, be responsible and liable to the Authority for, and not relieved of its obligations under this Lease Agreement by, the acts, omissions, breaches, defaults, non-compliance, negligence, willful misconduct or other legal fault of each Operator Person, and all references in this Lease Agreement to any act, omission, breach, default, non-compliance, negligence, willful misconduct or other legal fault of the Operator will be construed accordingly to include any such act, omission, breach, default, non-compliance, negligence, willful misconduct or other legal fault committed by any other Operator Person.

(E) Cooperation with Authority Representatives. The Operator shall, and shall cause all Operator Persons to, fully cooperate with all Authority representatives designated by the Authority during the Term.

SECTION 6.02 - ASSUMPTION OF RISK AND RESPONSIBILITY

Except to the extent otherwise expressly set forth in this Lease Agreement, all risks, costs and expenses in relation to the performance by the Operator of the Contract Services are allocated to, and accepted by, the Operator as its entire and exclusive responsibility.

SECTION 6.03 - COMPLIANCE WITH APPLICABLE LAW

(A) Compliance Obligation. Without limiting any other requirement of this Lease Agreement, the Operator shall, and shall cause all Operator Persons to, perform the Contract Services in accordance with Applicable Law and the applicable polices of the Authority.

(B) Governmental Approvals. The Operator shall, in accordance with the Contract Standards, make all filings, applications and reports necessary to be made in order to obtain and maintain all Governmental Approvals required for the performance of the Contract Services. The Operator shall, and shall cause all Operator Persons to, comply with all conditions and requirements of all Governmental Approvals required to be made, obtained or maintained under Applicable Law in connection with the performance of the Contract Services. The Operator shall report to the Authority, immediately upon obtaining knowledge thereof, all violations and potential violations of the terms and conditions of any Governmental Approval or other Applicable Law pertaining to the Project. The Authority, in its capacity as the counterparty to the Operator under this Lease Agreement, shall have the right independently to enforce compliance with this Lease Agreement regarding the requirements of any Governmental Approval regardless of whether a concurrent or different regulatory enforcement action has been undertaken by any other Governmental Body. Any violations of or noncompliance with any Governmental Approval caused by the Operator violating or not being in compliance with a Governmental Approval shall be at the sole risk of the Operator and shall not be a basis for relief under this Lease Agreement.

(C) Registration, Licensing and Certification Requirements. The Operator shall ensure that all Operator Persons performing the Contract Services, including the Project Contractors and all Subcontractors, comply with all registration, licensing and certification requirements imposed by Applicable Law.

(D) Investigations of Non-Compliance. In connection with receiving oral or written notice from any Governmental Body of any actual or alleged event of non-compliance with any Governmental Approval or other Applicable Law in the performance of the Contract Services, the Operator shall notify the Authority, and, in addition to any other duties which Applicable Law may impose:

(1) Fully and promptly respond to all inquiries, investigations, inspections, and examinations undertaken by any Governmental Body;
(2) Attend all meetings and hearings with respect to the Project required by any Governmental Body;
(3) Provide to any Governmental Body (with copies to the Authority) all corrective action plans, reports, submittals and documentation required by such Governmental Body; and
(4) Promptly upon receipt thereof, provide the Authority with a true, correct and complete copy of any written notice of violation or non-compliance with Applicable Law, and a written summary of any oral notice of non-compliance with Applicable Law, issued or given by any Governmental Body.

The Operator shall furnish the Authority with a prompt written notice describing the occurrence of any event or the existence of any circumstance which does or may result in any such notice of violation or noncompliance to the extent the Operator has knowledge of any such event or circumstance, and of any Legal Proceeding alleging such non-compliance. To the extent practicable, the Operator shall provide the Authority with an opportunity to review and comment on

any proposed Operator response to any noncompliance with Applicable Law hereunder prior to it implementing such response.

(E) Fines, Penalties, and Remediation. In the event that any Operator Person fails at any time to comply with any Governmental Approval or other Applicable Law with respect to the Contract Services, the Operator shall:

(1) Promptly correct such failure and resume compliance with Applicable Law;
(2) Pay any resulting fines, assessments, levies, impositions, penalties or other charges without any liability for the Authority;
(3) Indemnify, defend and hold harmless the Collective Indemnitees in accordance with Section 13.01 (Liability, Indemnification and Defense);
(4) Make all changes in performing the Contract Services which 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 Person to comply with Applicable Law.

SECTION 6.04 - SAFETY AND SECURITY

The Operator shall maintain the safety of the Facilities at a level consistent with all federal, State and local safety and health codes, rules and regulations. The Contract Services shall be performed in compliance with a Safety and Security Plan for each Fueling Facility, which shall be prepared by the Operator and approved by the Authority in accordance with Section 6.06 entitled “Project Plans”.

SECTION 6.05 - EMERGENCIES

The Operator shall comply with all orders and directives given or issued by the Authority or any Governmental Body having police power or regulatory jurisdiction based on any emergency condition. In the absence of any such order or directive, if an emergency occurs which threatens immediate loss or damage to property or safety of life, the Operator shall take all appropriate action to prevent threatened loss, damage, injury or death. The Operator shall notify the Authority of the situation and all actions taken promptly thereafter.

SECTION 6.06 - PROJECT PLANS

(A) Safety and Security Plans. The Safety and Security Plan for each Fueling Facility shall address the implementation and monitoring of 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 Fueling Facility. The Operator shall obtain the Authority’s initial approval of the Safety and Security Plan for Fueling Facility during the Transition Period prior to the applicable Commencement Date. The Operator shall prepare and submit, for the Authority’s review and comment, a draft Safety and Security Plan, prepared in accordance with the Contract Standards, no later than 60 days prior to the Commencement Date. Within 15 days following the Operator’s receipt of the Authority’s comments to a Safety and Security Plan, the Operator shall address the Authority’s comments and shall submit a final Safety and Security Plan to the Authority for its approval in accordance with Section 6.06(F). All modifications to a Safety and Security Plan shall be subject to Authority approval in accordance with Section 6.06(F).

(B) Operational Plans. The Contract Services shall be performed in compliance with Operational Plans for each Fueling Facility, which plans shall be prepared by the Operator and approved by the Authority.

The Operational Plans must address all of the specific information required by the RFP [and any specific provisions compiled during Lease negotiations] and shall address operating responsibilities at the Fueling Facility both prior to and after completion of the Initial Improvements. The Operator

shall obtain the Authority's initial approval of the Operational Plans for each Fueling Facility during the Transition Period prior to the applicable Commencement Date. The Operator shall prepare and submit, for the Authority's review and comment, a draft Operational Plan, prepared in accordance with the Contract Standards, no later than 60 days prior to the Commencement Date Within 15 days following the Operator's receipt of the Authority's comments to an Operational Plan, the Operator shall address the Authority's comments and shall submit a final Operational Plan to the Authority for its approval in accordance with Section 6.06(F). The Operator shall keep the Operational Plans current in accordance with this 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 Capital Improvements authorized by the Authority. All modifications to an Operational Plan shall be subject to Authority approval in accordance with Section 6.06(F).

(C) Quality Management Plan. The Contract Services shall be performed in compliance with a Quality Management Plan, which shall be prepared by the Operator and approved by the Authority. The Quality Management Plan shall address all activities related to the design, construction, operation and maintenance of the Fueling Facilities, including required reconstruction, redevelopment and other substantial improvements, and required operation, maintenance, repair, fuel 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 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. The Operator shall obtain the Authority's initial approval during the Transition Period prior to the Commencement Date. The Operator shall prepare and submit, for the Authority's review and comment, a draft Quality Management Plan, prepared in accordance with the Contract Standards, no later than 60 days prior to the Commencement Date. Within 15 days following the Operator's receipt of the Authority's comments to the Quality Management Plan, the Operator shall address the Authority's comments and shall submit a final Quality Management Plan to the Authority for its approval in accordance with Section 6.06(F). The Operator shall keep the Quality Management Plan current in accordance with this 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 Capital Improvements authorized by the Authority. All modifications to the Quality Management Plan shall be subject to Authority approval in accordance with Section 6.06(F).

(D) Redevelopment Plans. The Redevelopment Work shall be performed in compliance with a site-specific Redevelopment Plan for each Fueling Facility, which plans shall be prepared by the Operator and approved by the Authority as described below. Each Redevelopment Plan shall set forth a schedule for when the Operator will reconstruct, renovate and substantially improve such Fueling Facility and describe the scope of work, anticipated work schedule and potential impact on service and access to each Fueling Facility, all in accordance with the standards set forth herein, including the requirements of the RFP and RFP Exhibit 8 (Design and Construction Requirements) and compliance with the Scheduled Opening Date(s). More specifically, each Redevelopment Plan shall include a development schedule identifying the scope of work, major milestones, including a schedule for submittal of full design plans , intended date of work commencement and completion, required third-party approvals, anticipated impacts on operations, access and revenue, and potential inconveniences to users and the travelling public and shall include an impacts mitigation plan and stakeholder communications plan that shall be appended to the Redevelopment Plan. The documents required by the RFP or contained in RFP Exhibit 8 (Design and Construction Requirements) shall be subject to Authority approval in accordance with Section 6.06(F). For each Fueling Facility, at least 90 days prior to the first day of the Redevelopment Period, the Operator shall submit a draft Fueling Facility-specific Redevelopment Plan, prepared in accordance with the standards set forth herein, to the Authority for review and comment. Within 15 days following the Operator's receipt of the Authority's comments to a Redevelopment Plan, the Operator shall address the Authority's comments and shall submit a final Redevelopment Plan to the Authority for its approval in accordance with Section 6.06(F). The Operator shall obtain the Authority's approval

of each Fueling Facility-specific Redevelopment Plan prior to the commencement of any construction work at each Fueling Facility. All modifications to the Redevelopment Plans shall be subject to Authority approval in accordance with Section 6.06(F).

(E) Environmental Management Plans. The Contract Services shall be performed in compliance with Environmental Management Plans for each Fueling Facility, which plans shall be prepared by the Operator and approved by the Authority. Each Environmental Management Plan shall describe the Operator's measures and procedures to ensure environmental compliance and comply with the applicable requirements set forth in RFP Exhibit 9 (Environmental Information) and RFP Exhibit 8 (Design and Construction Requirements). For each Fueling Facility, at least 60 days prior to the first day of the Redevelopment Period, the Operator shall submit a draft Fueling Facility-specific Environmental Management Plan, in addition to any draft permit applications, plans or documentation required by Applicable Law, prepared in accordance with the Contract Standards, to the Authority for review and comment. Within 15 days following the Operator's receipt of the Authority's comments to an Environmental Management Plan, the Operator shall address the Authority's comments and shall submit a final Environmental Management Plan to the Authority for its approval in accordance with Section 6.06(F). The Operator shall obtain the Authority's approval of each Fueling Facility-specific Environmental Management Plan prior to the commencement of any construction work at each Fueling Facility. All modifications to the Environmental Management Plans shall be subject to Authority approval in accordance with Section 6.06(F).

(F) Authority Review and Approval of Project Plans. The Authority agrees that it shall not unreasonably withhold, condition or delay its approval of any of the Project Plans or any modifications to or components of the Project Plans. It shall be reasonable for the Authority to withhold its approval of any of the Project Plans or any modifications to or components of the Project Plans, if the Project Plans, modifications thereto or components thereof assume or are conditioned upon any changes to the terms of this Lease Agreement (other than the proposed Project Plan, modifications thereto or components thereof), the Authority's obligations or liabilities would be increased or the Project Plan, modifications thereto or components thereof would result in noncompliance by the Operator with any provision of this Lease Agreement. The Authority shall use all reasonable efforts to approve or disapprove the Project Plans, including any modifications thereto or components thereof, within 45 days of receipt of same. In connection with the Authority's review of any Project Plan, or any modifications thereto or components thereof, the Operator and the Authority agree to cooperate with each other to address and resolve any reasonable concerns of the Authority as soon as reasonably possible.

(G) Operator Responsibility for Project Plans. The Authority's approval of any Project Plan (including any Project Plan attached as an Appendix to this Lease Agreement) or any modifications thereto will be for the Authority's sole benefit and will not transfer any liability to the Authority or relieve the Operator of responsibility for the contents and adequacy of the Project Plan.

SECTION 6.07 - ENVIRONMENTAL COMPLIANCE

The Operator shall comply with all applicable Governmental Approvals and environmental laws, rules, regulations and other Applicable Laws 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 this Lease Agreement are set forth in Section 7.02 entitled Construction and Environmental Governmental Approvals and Related Requirements and in RFP Exhibit 9 (Environmental Information) and RFP Exhibit 8 (Design and Construction Requirements). Information pertaining to the State Environmental Quality Review Act Draft Full Environmental Assessment Form Part 1 is included in Exhibit 9 (Environmental Information). The Contract Services shall also be performed in compliance with the Environmental Management Plans for each Fueling Facility.

SECTION 6.08 - HAZARDOUS/REGULATED SUBSTANCES

(A) Operator Responsibility for Certain Regulated Site Conditions. 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 Regulated Site Condition present at a Facility and resulting from materials that were brought or caused to be brought onto the Facility by any act or omission of any Operator Person; and
(2) The creation or exacerbation of any Regulated Site Condition due to Operator Fault.

With respect to items (1) and (2) of this Section 6.08(A), the Operator shall assume all such risks and shall indemnify, defend and hold harmless the Collective Indemnitees in accordance with Article 13, Section 13.01 B. (Indemnification and Defense). Except with regard to Covered Regulated Site Conditions as and to the extent provided in Section 6.08(B), the Operator, as between the Authority and the Operator, shall be considered the "generator", as such term is defined under applicable environmental law, of the Regulated Site Conditions described in this Section 6.08(A).

(B) Covered Regulated Site Conditions. The Operator shall not be responsible for (i) the remediation costs of Regulated Site Conditions at a Facility arising prior to the Term that were not disclosed in, or reasonably inferable from, the documentation furnished to the Operator in connection with the RFP or that could not have been reasonably foreseeable upon inspection of a Facility prior to the Execution Date, and (ii) the remediation costs of Regulated Site Conditions at a Facility arising during the Term resulting from the presence of Hazardous Substances that are spilled, leaked, emptied, pumped, discharged onto or otherwise migrated to a Facility from any area of the Food/Fueling Facilities other than such Facility, except in each case to the extent that an Operator Person's acts or omissions caused or exacerbated such Regulated Site Conditions ("**Covered Regulated Site Conditions**"); provided, however, that the Operator shall be responsible for all such remediation costs resulting from Regulated Site Conditions encountered in connection with any Change authorized pursuant to a Change Order effectuating an Operator Change Request, and any such Regulated Site Condition shall not constitute a Covered Regulated Site Condition hereunder; provided, further, that the Operator shall be responsible for all such remediation costs resulting as a consequence of Operator Fault in the handling, transport or disposal of Regulated Site Conditions, in which case, any such Regulated Site Condition shall not constitute a Covered Regulated Site Condition hereunder.

The Operator shall not be considered a "generator", as such term is defined under applicable environmental laws, of Covered Regulated Site Conditions, except to the extent that an Operator Person's acts or omissions caused or exacerbated such Covered Regulated Site Conditions.

The Authority shall pay the Operator the actual, reasonable, verifiable costs of work undertaken by the Operator to remediate the Covered Regulated Site Conditions in accordance with the requirements of this Lease Agreement. Such costs shall not include any mark up by the Operator; provided that, a reasonable markup (not to exceed five percent (5%)) for the Project Contractor or Subcontractor that actually performs the work may be included. The Operator shall also be entitled to schedule and performance relief based on the occurrence of a Relief Event as and to the extent provided in Exhibit L2 (Supervening Events) in the event it encounters a Covered Regulated Site Condition. In the event schedule relief is provided to the Operator hereunder for a Covered Regulated Site Condition, the Operator shall not be entitled to any compensation relief other than the remediation cost reimbursement expressly provided above in this Section 6.08(B).
Except for the compensation relief expressly provided in this Section 6.08(B), the Operator shall not be entitled to any other cost relief on account of Covered Regulated Site Conditions.

(C) Notification and Remediation Requirements. The Operator shall promptly notify the Authority of all Regulated Site Conditions, including Covered Regulated Site Conditions, that it encounters or becomes aware of during the Term. The Operator shall be responsible for the handling, treatment, storage, disposal, transport, removal, remediation, avoidance, or other appropriate action (if any), with respect to any and all Regulated Site Conditions, including Covered Regulated Site Conditions; provided, however, that the Operator shall not commence any work with regard to actual or potential petroleum contamination until it has received direction from the NYS Department of Environmental Conservation (which in the case of a Covered Regulated Site Condition will be given in a Change Order) The Operator may perform activities for the initial response, limited to excavation, segregation and storage of potentially contaminated material, field monitoring, sampling and analysis of potentially contaminated material without the approval of the Authority and will notify the Authority of any initial response activities being performed. Any remediation beyond initial response activities will require a Change Order. Subject to Section 6.05, the Operator shall abide by the NYS Department of Environmental Conservation's direction and the Authority issued Change Order regarding the handling and disposal of such actual or potential Regulated Site Conditions prior to taking any action with respect thereto. All work undertaken by the Operator with regard to any Regulated Site Conditions, including Covered Regulated Site Conditions, shall be performed in accordance with Applicable Law, Exhibit 9 (Environmental Information) and all standards, policies and requirements, and documented in the Environmental Management Plan and subsequent Environmental Compliance Reports required pursuant to Exhibit 9 (Environmental Information) and Exhibit 8 (Design and Construction Requirements).

(D) Remediation of contamination caused by Operator. The Operator, at its sole cost, shall conduct an investigation no earlier than eighteen (18) months prior to the end of the lease term of existing environmental site conditions and submit an investigation report to the Authority no less than six (6) months prior to the end of the lease term for each Facility. The Authority and any agent, consultant, contractor or other person acting at the direction of the Authority will perform any remediation required. The cost of remediation required by applicable laws and regulations of any contamination found at the Facilities shall be allocated between the Operator and the Authority with the Operator responsible for eighty-five percent (85%) of the remediation costs and the Authority responsible for fifteen percent (15%) of remediation costs.

SECTION 6.09 - PERMITTED USES AND BUSINESS RESTRICTIONS

(A) Permitted Uses. The Facilities shall be utilized during the Term solely to provide fuel services and limited amenities to motorists along the Thruway and for no other purpose, other than ancillary supporting uses, all in accordance with the terms, conditions and requirements of this Lease Agreement. The Operator shall not use or allow the Facilities or any part thereof to be used, occupied or operated in any manner or for any purpose or void, or make voidable, any insurance then in force with respect to the Facilities.

The Operator may provide the following items at the Facilities: Candy, bottled sodas, packaged cakes and pies, dairy, automotive supplies, novelty items, ice, magazines and newspapers, cigarettes and tobacco products, coffee, ice cream, New York State lottery and instant lottery, gift cards, juices and bottled water, personal care items, pre-paid phone cards, groceries, film, batteries, lighters, sunglasses, licensed collectibles, gloves and hats, coolers, flowers, seasonal and holiday items, snacks (chips, pretzels, crackers), meat snacks, fountain drinks, sports drinks and cappuccino. No other items (including hot meals and sandwiches) may be offered for sale at the Facilities without the prior consent of the Authority and Service Area Operator—including hot meals, including pizza and hot dogs, burgers, chicken, fries and sandwiches and stand-alone food or coffee sales buildings, with or without drive-thru facilities, and no microwave or other food heating elements shall be allowed, except for beverage makers and beverage warming units.

(B) No Other Business. The Operator shall not engage in any business or activity other than the business or activities conducted for the purpose of the Project or otherwise expressly permitted under this Lease Agreement.

SECTION 6.10 - ORDINARY MAINTENANCE

The Operator shall perform all normal and ordinary maintenance of the machinery, equipment, structures, improvements and all other property constituting the Facilities, shall keep the Facilities in good working order, condition and repair, in a neat and orderly condition and in accordance with this Lease Agreement, and shall maintain the aesthetic quality of the Facilities as improved by the Initial Improvements and any subsequent Capital 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 Facilities and shall conduct predictive, preventive and corrective maintenance of the Facilities required by this Lease Agreement.

SECTION 6.11 - MAINTENANCE AND REPAIR OF FUELING FACILITY GROUNDS

(A) Operator Grounds Maintenance Obligations. The Operator, in accordance with this Lease Agreement, shall keep the grounds of the Facilities in a neat and orderly condition. With respect to each Fueling Area, the Operator shall:

(1) Install, maintain and repair all non-traffic signage, fencing within the perimeter fencing and access gates provided by the Authority and other security systems within the Facilities; and
(2) Install, maintain and repair all traffic signage during the Redevelopment Period or during any subsequent period of construction; and
(3) Provide landscape maintenance (including the replacement of all dead or dying plants, weeding and a thorough spring and fall cleanup); and
(4) Service and maintain any on-site irrigation systems.

(B) Operator Snow and Ice Removal. With respect to all Facilities, the Operator shall be responsible for removal of snow and ice from the kiosks or convenience stores, the sidewalks (including emergency exits from buildings), curbs, area around the exterior trash receptacles, snow blocked storm water catch basins and any exterior buildings within the Fueling Area, such as the compactor and storage buildings.

(C) Authority Maintenance Responsibilities. The Authority shall be responsible for certain maintenance responsibilities excluded from the Operator's scope set forth in this Section.

SECTION 6.12 - PEST CONTROL

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

SECTION 6.13 - TRASH AND DEBRIS REMOVAL

The Operator shall be responsible for the removal and proper disposal of trash and debris at the Facilities and shall maintain, repair and replace trash receptacles in sufficient numbers to serve the customer traffic levels at each Fueling Area. This responsibility shall be inclusive of all times during the term of the Agreement and shall include all areas within the leased premises as defined in RFP Exhibit 5 – Fueling Facilities Area Responsibilities Maps, including the areas inside and outside any construction fencing during the Redevelopment Period and any subsequent period of construction.

SECTION 6.14 - MAJOR MAINTENANCE REPAIRS AND REPLACEMENTS

The Operator shall, 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, and all other property constituting the Facilities, including all maintenance, repair and replacement which may be characterized as “major” or “capital” in nature or that may be required due to a change in Applicable Law. All such maintenance, repair and replacement shall be performed in accordance with the terms and conditions of this Lease Agreement and, with regard to utilities, may be performed on behalf of the Operator by the provider of such utilities. The Authority’s approval for any such maintenance, repair or replacement shall not be required except as specified in Section 2.3.2 of the RFP and Article 9 (Changes). The foregoing obligations of the Operator are intended to assure that the Facilities 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 Facilities 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.

SECTION 6.15 - MAINTENANCE INSPECTIONS AND ASSESSMENTS

The Authority may at any time perform a limited or full-scale inspection and review of the state of repair, working condition and performance capability of the Facilities. Any such inspection and review by the Authority shall take place at such time as the Authority shall determine upon reasonable notice to the Operator. The inspection may include a concurrent review of all relevant data, records and reports. The Operator shall cooperate fully with any such inspection, which shall not unreasonably interfere with the Operator’s performance of the services required by this Lease Agreement. Nothing in this Section shall limit the right of the Authority to inspect the Facilities at any time and without prior notice to the Operator to evaluate compliance by the Operator with the Performance Standards in accordance with Article 8 (Performance Standards).

Required Condition at End of Term of Lease Agreement. On the Expiration Date, each of the Facilities 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 this Lease Agreement, including all remaining useful life and other requirements for specified components of the Facilities set forth.

SECTION 6.16 - PERSONNEL AND LABOR

(A) The Operator shall employ a Thruway Director of Fueling Facilities Maintenance and Operations (“Thruway Director”) as a primary point of contact for the Authority whose sole responsibility is the management and oversight of the maintenance and operations of the Authority’s Fueling Facilities and managing the Operator’s performance of responsibilities under the Lease Agreement. The Thruway Director shall be trained, experienced and proficient in the management and operation of Facilities located on major highways comparable to the Facilities 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 Thruway Director during the Term, which right of approval shall not be unreasonably withheld, conditioned or delayed. The initial Thruway Director 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 good cause shown. The Operator shall replace the Thruway Director at the request of the Authority, after notice and a reasonable opportunity for corrective action, in the event the Authority determines, acting reasonably, that an unworkable relationship has developed between the Thruway Director and the Authority.

Further, this position shall have a management hierarchy of subordinates, broken down by divisions, for Division Directors of Fueling Facilities Operations and Division Directors of Fueling Facilities Maintenance. Locations within each Division shall have Fueling Facility Site Managers responsible for day-to-day maintenance and operations as required herein.

(B) Key Personnel. The Operator acknowledges that the identity and commitment of the Key Personnel identified in its Proposal were material factors in the selection of the Operator to perform the Contract Services pursuant to this Lease Agreement. The Operator shall utilize such Key Personnel to perform the roles and services identified unless the Operator obtains the written consent of the Authority to replace such Key Personnel, which consent shall be in the discretion of the Authority, or unless such personnel are unavailable for good cause shown. The Operator shall replace any Key Personnel at the request of the Authority, after notice and a reasonable opportunity for corrective action, in the event the Authority determines, acting reasonably, that an unworkable relationship has developed between such Key Personnel and the Authority.

(C) Contact Information. The Operator shall ensure that the Authority has appropriate contact information for the Operations Manager and each other person designated as Key Personnel at all times.

(D) Staffing Generally. The Operator shall provide for staffing of the performance of the Contract Services in accordance with the Contract Standards with qualified personnel who meet all applicable licensing and certification requirements imposed by Applicable Law. All persons engaged by any Operator Person in the performance of the Contract Services shall have the requisite skills for the tasks assigned. The Operator shall discipline or replace, as appropriate, any employee of the Operator or any Operator Person engaging in unlawful, unruly or objectionable conduct. The Operator shall replace any Operator Person employee at the request of the Authority, after notice and a reasonable opportunity for corrective action, in the event the Authority reasonably determines that such employee does not have the requisite skills for the tasks assigned or has engaged is unlawful, unruly or objectionable conduct.

(E) Disputes. The Operator shall furnish staffing and labor that can work in harmony with all other elements of staffing and labor employed for the performance of the Contract Services. The Operator shall have exclusive responsibility for disputes or jurisdictional issues among unions or trade organizations representing employees of any Operator Person. The Authority shall have no responsibility whatsoever for any such disputes or issues, and the Operator shall indemnify, defend and hold harmless the Authority and all other Collective Indemnitees, as defined in 13.01, from any and all Loss-and-Expense resulting from any such dispute. If the Operator has knowledge of an actual or potential labor dispute that may affect any of the Contract Services, the Operator shall promptly:

(1) Provide notice thereof to the Authority, including all relevant information related to the dispute of which the Operator has knowledge; and
(2) Use all reasonable efforts to ensure that such labor dispute does not affect the performance of any of the Contract Services, including by applying for relief to appropriate Governmental Bodies.

(F) Prohibited Persons. In providing the Contract Services, the Operator shall not contract with, or allow any Operator Person to contract with, any person that, in the reasonable opinion of the Authority, is a Prohibited Person as defined in Exhibit L1.

(G) Non-Discrimination and Equal Employment Opportunity. The Operator acknowledges that it shall comply with, and it shall cause all other Operator Persons to comply with, Section 6.20 (Subcontracting), Section 6.16(G) (Non-Discrimination and Equal Employment Opportunity), Section 6.16(H) (M/WBE and SDVOB Requirements), Appendix A (Standard Clauses), and Exhibit L3 (New York State Certified Minority/Women/Service Disabled Veteran-Owned Business Enterprises Goal Requirements and Procedures for Participation). The Operator shall submit Schedule 11 - Equal Employment Opportunity Policy Statement (Form EEO-1) and Schedule 12 - EEO Staffing Plan (Form EEO-2) and shall require each of its Project Contractors and Subcontractors to submit Schedule 12 - EEO Staffing Plan (Form EEO-2). The Operator shall

submit Compliance Reports and shall require each of its Project Contractors and Subcontractors to submit reports, in such format as shall be required by the Authority on a monthly and/or quarterly basis during the Term. The electronic fillable forms may be obtained at the following link: http://www.thruway.ny.gov/business/index.html. Pursuant to Executive Order 162, the Operator and its Project Contractors and Subcontractors shall also provide monthly EO 162 Workforce Utilization and quarterly Gross Wages reports, regarding workforce composition and compensation of employees performing work under this Lease Agreement in such format as shall be required by the Authority on a monthly and quarterly basis, respectively, in accordance with Exhibit L3 (Compliance Requirements and Procedures) during the Term.

(H) M/WBE and SDVOB Requirements. The Operator and Project Contractors shall enter into Subcontracts with M/WBEs and SDVOBs in accordance with all obligations set forth in Exhibit L3 (New York State Certified Minority/Women/Service-Disabled Veteran-Owned Business Enterprises Goal Requirements and Procedures for Participation).

(I) Terms and Actions. The Operator shall retain full responsibility to the Authority under this Lease Agreement for all matters related to the Contract Services. No failure of any Project Contractor or Subcontractor used by the Operator in connection with the provision of the Contract Services shall relieve the Operator from its obligations hereunder to perform the Contract Services. The Operator shall be responsible for settling and resolving with all Project Contractors and Subcontractors all claims arising from the actions or inactions of the Operator or a Project Contractor or Subcontractor. All Project Contracts shall require the Project Contractor, to the extent of the Contract Services to be furnished or performed under the applicable Project Contract, to be bound by the applicable terms and conditions of this Lease Agreement. All Project Contracts shall require the Authority to be a third-party beneficiary of the Project Contract subject to the terms of the Project Contract Collateral Agreement.

(J) Indemnity for Claims. The Operator shall pay or cause to be paid to the Project Contractors and all Subcontractors all amounts due in accordance with Applicable Law and their respective Project Contracts and Subcontracts. No Project Contractor or Subcontractor shall have any right against the Authority for labor, services, materials or equipment furnished for the Contract Services. The Operator acknowledges that its indemnity obligations under Article 13 (Liability, Ethics, Confidentiality and Required Certifications) shall include all claims for payment or damages by any Project Contractor or Subcontractor who furnishes or claims to have furnished any labor, services, materials or equipment in connection with the Contract Services.

(K) Reporting. Without limiting any other obligation hereunder, except as otherwise set forth below in this Section, the Operator shall prepare and maintain a current record of all Subcontracts (including all Subcontracts in respect of Utilities), which record shall accurately identify the purpose of each Subcontract, the parties thereto and the services provided thereunder. The Operator shall provide the Authority with such record upon each of the Commencement Dates, at the commencement of each Lease Year and as otherwise reasonably requested by the Authority. The Operator shall promptly provide the Authority with Subcontracts upon the request of the Authority. The Parties acknowledge and agree that the preceding requirements of this Section shall not apply to Subcontracts for: (i) materials or equipment suppliers, (ii) the performance of Contract Services that do not occur on a day-today basis, such as non-routine maintenance of the Facilities, or (iii) the performance of services that occur on a day-to-day basis but are not integral to the Contract Services, as agreed to by the Authority, acting reasonably.

(L) Assignability. All Subcontracts entered into by the Operator or any Operator Person with respect to the Project shall be assignable to the Authority, solely at the Authority's election and without cost or penalty, upon any termination of this Lease Agreement due to an "event of default".

SECTION 6.17 - FUTURE REVENUE OPPORTUNITIES

Unless otherwise expressly provided for in this Lease Agreement, any revenue opportunities that become available to the Operator during the Term shall be subject to the Authority's written approval, which shall not be unreasonably withheld, conditioned or delayed, and which will specify the Authority's share of the revenues generated from such future revenue opportunity to be mutually agreed upon by the Parties, acting reasonably. Without limiting the generality of the preceding sentence, the Operator acknowledges and agrees that, except as otherwise expressly provided herein or specifically agreed to in writing by the Authority, acting reasonably, the Operator has no right to engage, directly or indirectly, in any revenue generating business or commercial opportunity in connection with the Project other than the performance of the Contract Services. The Operator may propose any commercial or other opportunity for, or related to, the Project to the Authority through an Operator Change Request.

SECTION 6.18 - INDEPENDENT CONTRACTOR

Operator is and shall be, in all respects, an independent contractor in performing services pursuant to this Lease. In accordance with its status as an independent contractor, Operator covenants and agrees 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 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 NYS Employee State and Local Retirement System membership or credit.

SECTION 6.19 - CONNECTION TO AUTHORITY IT INFRASTRUCTURE

If in order to provide the services set forth herein, 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 and/or New York State policies, procedures, and requirements regarding such connections and information systems access, including, but not limited to, Appendix F – Network Connection Requirements (TAP-372) and Appendix G – Cybersecurity Requirements. New York State policies are available via the following link: https://its.ny.gov/policies. 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.

SECTION 6.20 – SUBCONTRACTING

Operator agrees not to subcontract any of its services without the prior written approval of the Authority. To the extent that this Agreement includes MWBE and SDVOB goals, the Authority's Bureau of Compliance is required to concur with the approval of all subcontractors/firms.

Subject to such prior approval by the Authority, Operator may arrange for a portion of its responsibilities under this Agreement to be subcontracted to qualified, responsible subcontractors. Prior to awarding any work to a subcontractor, Operator shall submit to the Authority a written statement clearly identifying the proposed subcontractor and clearly stating the nature and extent of the proposed work a subcontractor is to perform, the qualifications of the subcontractor's personnel that will be providing the services, the fees the subcontractor will charge for such work, and such other information as the Authority may require. As part of this explanation, and prior to any approval by the Authority, the subcontractor must submit to the Authority a completed Vendor Assurance of No Conflict of Interest or Detrimental Effect form, attached as Schedule 7 to the RFP, in the same form Operator was required to complete prior to execution of this Agreement.

Operator retains ultimate responsibility for all services performed under the Agreement and shall pay any subcontractors promptly for work performed under this Agreement. Operator shall be fully responsible to the Authority for the acts and omissions of its subcontractors, and of persons either directly or indirectly

employed by them, just as Operator is fully responsible to the Authority for the acts and omissions of persons directly employed by Operator.

All subcontracts shall be in writing and shall contain provisions which are functionally identical to, and consistent with, the provisions of this Agreement including, but not limited to, the body of this Agreement and Appendix A – Standard Clauses For New York State Thruway Authority Contracts. Unless expressly waived in writing by the Authority, all subcontracts between Operator and subcontractors shall expressly name the Authority, as the sole intended third party beneficiary of such subcontract. The Authority reserves the right to review and approve or reject any subcontract, as well as any amendment to said subcontract(s), and this right shall not make the Authority a party to any subcontract or create any right, claim, or interest in the subcontractor or proposed subcontractor against the Authority.

The Authority shall have the right to withdraw its consent to a subcontract if, at the sole discretion of the Authority, it appears at any time that the subcontract will delay, prevent, or otherwise impair Operator's performance of services under this Agreement, or if it appears that any subcontractor is not in compliance with this Section or any other provisions of this Agreement. Upon request of the Authority, Operator shall furnish to the Authority copies of any contracts between Operator and its subcontractors related to the performance of services under or in fulfillment of this Agreement.

The Authority reserves the right, at any time during the term of the Agreement, to verify that the written subcontract between Operator and any subcontractor is in compliance with all of the provisions of this Section and any other applicable provisions contained in this Agreement.

Operator shall give the Authority immediate notice in writing of the initiation of any legal action or suit which relates in any way to a subcontract with a subcontractor or which may affect the performance of the duties of Operator under this Agreement. Any subcontract shall not relieve Operator in any way of any responsibility, duty and/or obligation of the Agreement.

If at any time during performance under this Agreement total compensation to a subcontractor exceeds or is expected to exceed $100,000, said subcontractor shall be required to submit and certify a Vendor Responsibility Questionnaire. The Authority recommends that subcontractors 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://onlineservices.osc.state.ny.us/.

Subcontractors 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. subcontractors 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 or may contact the Authority or the Office of the State Comptroller's Help Desk for a copy of the paper form.

Nothing contained in this Agreement shall create any contractual relationship between a subcontractor and the Authority.

SECTION 6.21 - BACKGROUND INFORMATION AND INDEPENDENT DILIGENCE

(A) Information Provided by or on Behalf of the Authority. The Operator acknowledges and agrees that:

(1) Prior to the submittal of the Proposal, the reference documents and certain other documents, information, reports and other materials relating to the Project (collectively, the "**Background Information**") were made available in accordance with the RFP for the informational purposes of the competing firms, including the Operator;

(2) Prior to the submittal of the Proposal, the Operator and each other Operator Person conducted their own due diligence as to the accuracy, completeness, relevance, fitness for purpose and adequacy of the Background Information;
(3) Neither the Authority, nor any person who prepared, produced or provided any of the Background Information, makes or has made any representation, warranty, undertaking or guarantee as to the accuracy, completeness, relevance, fitness for purpose or adequacy of the Background Information;
(4) The Operator is not entitled to rely on any of the Background Information, except to the extent expressly provided under Section 6.08 and to the extent necessary as the basis for determining the existence of Covered Regulated Site Conditions hereunder; and
(5) Neither the Authority nor any person who prepared, produced or provided any part of the Background Information shall have any responsibility or liability to the Operator or any other Operator Person in respect of, and, except as expressly provided hereunder pursuant to Section 6.08 and in respect of Covered Regulated Site Conditions, the Operator shall not be relieved of any obligation under this Lease Agreement as a result of, any:

(a) Omission or lack of accuracy, utility, completeness, relevance, fitness for purpose or adequacy of any kind whatsoever in respect of the Background Information;
(b) Interpretations of, or conclusions drawn from, any of the Background Information;
(c) Failure by the Authority or by any person who prepared, produced or provided any of the Background Information to update any of the Background Information, the contents of which may reflect information available as of the date such information was prepared or as of such other date indicated therein;
(d) Failure by the Authority or any other person to reference or otherwise make available any materials, documents, drawings, plans or any other information relating to the Project; or
(e) Causes of action or claims of, or any losses whatsoever suffered by, the Operator or any other Operator Person by reason of any use of, or any action or forbearance in reliance on, any of the Background Information.

(B) Responsibility for Independent Diligence. The Operator acknowledges and agrees that it is responsible for the independent verification and confirmation of all information supplied to it by or on behalf of the Authority and upon which it elects to rely in connection herewith. Subject to the terms of this Lease Agreement, the Operator is deemed to have satisfied itself as to:

(1) The suitability of the Facilities and the sufficiency of the rights granted to it under this Lease Agreement for the performance of the Contract Services;
(2) The nature and extent of the risks assumed by it under this Lease Agreement;
(3) The sufficiency of its opportunities and the opportunities of each other Operator Person to conduct due diligence prior to the submittal of the Proposal pursuant to Good Industry Practice;
(4) The general, local, and physical conditions that may affect cost, progress, and the performance of the Contract Services; and
(5) The means, methods, techniques, sequences, and procedures to be employed by the Operator in order to perform the Contract Services in accordance with the Contract Standards.

(C) No Reliance on Unincorporated Statements or Representations. The Operator acknowledges and agrees that:

(1) It has not entered into this Lease Agreement on the basis of, and has not relied upon, any statement, representation or warranty (in each case, whether oral, written, express or implied) made or agreed to by the Authority or any other person, including any Authority Person; and
(2) The only remedies available in respect of any untrue statement, misrepresentation or breach of warranty made to the Operator in this Lease Agreement shall be those expressly set forth in this Lease Agreement.

SECTION 6.22 - DELIVERY OF DOCUMENTS

In this Lease Agreement, the Operator is obligated to deliver reports, records, designs, plans, drawings, specifications, proposals and other documentary submittals in connection with the performance of its duties hereunder (collectively, "**Deliverable Material**"). The Operator agrees that all such documents shall be submitted to the Authority as specified in this Lease Agreement and that the Authority, acting reasonably, may require that such documents be provided in printed form. Digital copies shall consist of computer readable data submitted in any standard interchange format which the Authority may reasonably request to facilitate the administration and enforcement of this Lease Agreement. In the event that a conflict exists between the signed or the signed and stamped hard copy of any document and the digital copy thereof, the signed or the signed and stamped hard copy shall govern. All such Deliverable Material, including all ideas, methods, or information represented in such Deliverable Material, may be used as the Authority determines and shall be delivered to the Authority at no additional cost as required hereunder, upon request or upon the expiration or any earlier termination of this Lease Agreement, whichever first occurs.

SECTION 6.23 - OWNERSHIP AND USE OF DELIVERABLE MATERIAL AND WORK PRODUCT

(A) Authority Ownership of Work Product and Work-for-Hire. To the extent permissible under Applicable Law, Work Product shall be considered a work made for hire pursuant to the U.S. Copyright Act, 17 U.S.C §§101 *et seq*., and any foreign equivalent thereof.

(B) Assignment of Work Product and Associated Assets. To the extent, where applicable, that the Authority does not own full right, title and interest in and to the Work Product pursuant to Section 6.23 (A) of this Agreement entitled Ownership and Use of Deliverable Material and Work Product, and subject to the Pre-Existing Intellectual Property exclusions specified in Section 6.23(C), the Operator hereby assigns to the Authority all of the Operator's ownership, right, title, and interest in and to any and all copyrights, patents, trade secrets, or any other Intellectual Property rights in all Deliverable Material or as otherwise created pursuant to or in fulfillment of this Lease Agreement (collectively, the "**Work Product**"), including all other rights that may hereafter be vested relating to the Work Product.

(C) Pre-Existing Intellectual Property. The Authority acknowledges and agrees that in the performance of the Contract Services, Operator Persons may use proprietary algorithms, software, hardware, databases, other background technology, and other proprietary information that such Operator Person developed or licensed from third parties prior to the Effective Date ("**Pre-Existing Intellectual Property**"). Without limiting the Authority's rights with respect to the Work Product or the Project, any such Pre-Existing Intellectual Property shall not be subject to the assignment under Section 6.23(B).

(D) License to Work Product. To the extent, where applicable, that this Section 6.23 does not provide the Authority with full ownership, right, title and interest in and to the Work Product, or any component thereof, the Operator hereby grants to the Authority a perpetual, fully-paid, transferable, irrevocable, royalty-free, worldwide license to reproduce, create derivative works from, distribute, publicly display, publicly perform, use, make, have made, offer for sale, sell or otherwise dispose of, and import the Work Product, with the right to sublicense each and every right (through multiple tiers). The exercise of the Authority's rights pursuant to this Section 6.23 does not excuse or waive any breach of the Operator's representations, warranties or obligations under this Lease Agreement, including any breach of its representation and warranty pursuant to Section 2.01(G).

(E) Operator's Authority to grant Intellectual Property Rights. The Operator has and will maintain the full power and authority to grant the Intellectual Property and other related rights granted under or contemplated by this Lease Agreement without the further consent of any third party. If the Operator loses or anticipates the loss of any such rights, power and authority, it shall notify the Authority immediately in writing, and in all events before the effective date of loss or revocation.

(F) Operator Intellectual Property Indemnity. The Operator shall indemnify, defend, and hold harmless the Collective Indemnitees in accordance with and to the extent provided in Article 13 (Liability, Ethics, Confidentiality and Required Certifications) from and against all Loss-and-Expense arising, directly or indirectly, out of or related to any claim or allegation that any of the designs, devices, materials, content or processes used by any Operator Person in accordance with the Operator's obligations hereunder, or that any use of the Work Product or exercise of the Authority rights granted hereunder, constitute infringement or unauthorized use of any third party's Intellectual Property, whether such Loss-and-Expense arises during the prosecution of the Contract Services or otherwise.

(G) Further Assistance and Survival. Where applicable and at the direction of the Authority, the Operator shall cooperate and provide assistance to the Authority to obtain and enforce Intellectual Property rights, including patents, copyrights, trade secret rights, and other legal protections, for the Work Product in the United States of America or any foreign jurisdictions, including by executing and submitting any documents reasonably requested by the Authority to obtain and enforce such rights and protections. Notwithstanding anything herein to the contrary, the rights and obligations of or by either Party contained in the provisions of this Section 6.23 shall survive termination or expiration of this Lease Agreement.

SECTION 6.24 – CERTAIN NOTICES OF DEFAULT

The Operator shall provide to the Authority, promptly following the receipt thereof, copies of any notice of default, breach or non-compliance received under or in connection with any Governmental Approval or Project Contract pertaining to the performance of the Contract Services.

ARTICLE 7 – CONSTRUCTION REQUIREMENTS

SECTION 7.01 – IMPROVEMENTS TO FACILITIES

(A) Required Initial Improvements. The Operator shall implement the Initial Improvements at each of the Fueling Facilities. 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 this Lease Agreement, including all Design and Construction Requirements and all other Contract Standards. The Operator shall be solely responsible for meeting all conditions precedent to the opening of the Initial Improvements as set forth in this Lease Agreement and for any defects in the design or construction, or in the existing Fueling Facilities (except as set forth in this Section 7.01 and for Covered Regulated Site Conditions as and to the extent provided in Section 6.08(B)), discovered during or after completion of the Initial Improvements.

(B) Subsequent Capital Improvements. The Operator shall not construct or alter any improvements at the Facilities, other than implementing the Initial Improvements, without first obtaining the prior written approval of the Authority pursuant to a Change Order in accordance with Article 9 (Changes). On obtaining approval of the Authority pursuant to a Change Order, the Operator shall complete construction of the subsequent Capital Improvement with due diligence in accordance with the requirements of such Change Order and this Lease Agreement, including this Article 7 (Construction Requirements).

SECTION 7.02 - CONSTRUCTION AND ENVIRONMENTAL GOVERNMENTAL APPROVALS AND RELATED REQUIREMENTS

(A) Governmental Approvals Generally. The Operator shall prepare all necessary documentation and obtain all necessary Governmental Approvals for Construction Work from the Authority or other applicable Governmental Body prior to commencement of construction, including those described in this Section 7.02, at the Operator's sole expense. The Authority shall cooperate with and, upon the reasonable request of the Operator, provide reasonable assistance to the Operator in obtaining such permits; provided that, such cooperation and assistance shall be limited to:

(1) Providing personnel resources to the extent reasonably available in the context of performance of their normal duties and shall not entail any overtime or third-party cost or expense to the Authority;
(2) Facilitating coordination with the Governmental Body responsible for issuing the Governmental Approval; and
(3) The cooperation and assistance described in Section 7.02(C). Authority assistance will not be provided for the development of any materials necessary for submittal to the applicable Governmental Body. The Authority will not be responsible for any delay or additional costs associated with the Operator's Governmental Approval applications and/or the issuance of any required Governmental Approval and, except to the extent provided in Section 7.05(C), no such delay shall be a basis for Supervening Event (Exhibit L2) relief under this Lease Agreement.

(B) SEQRA Related Requirements. If during the preparation of detailed design drawings and/or during construction of the Initial Improvements or any subsequent Capital Improvements the Operator introduces new design elements, variations, or methodologies that potentially induce environmental impacts requiring any Governmental Approvals, the Operator shall review the SEQRA determination, in consultation with the Authority. The Operator shall be responsible for providing any supporting documentation and public notifications necessary for the Authority to evaluate and ensure consistency with the initial SEQRA determination as a result of any design elements which

may affect the original SEQRA determination. This requirement also applies to proposed variations which may affect cultural resources, endangered species and wetlands, other resources and/or applicable federal and State environmental regulations. The Operator shall perform the Contract Services in a manner that is consistent with the initial and any subsequent SEQRA determination for the Project and shall bear all risk with regard to any Contract Services that are inconsistent with such SEQRA determination.

(C) Environmental Governmental Approvals. The Operator shall prepare all necessary documentation and obtain all environmental Governmental Approvals required for off-site areas utilized by the Operator including staging, borrow and disposal sites, and any other areas used by the Operator, for its convenience, in the execution of the Project. Except for the initial SEQRA determination, the Operator shall be responsible for preparing all permit application materials and obtaining all environmental Governmental Approvals necessary for the Project prior to proceeding with construction. For any such Governmental Approval required to be obtained by the Operator that must formally be issued in the Authority's name, the Operator shall allot 10 Business Days for the Authority to review and comment on the completeness and adequacy of the application materials. Subject to Section 7.02(A), the Authority will cooperate with the Operator as reasonably requested by the Operator, including execution and delivery of appropriate applications and other documentation as prepared by the Operator.

SECTION 7.03 - PLANS, SPECIFICATIONS AND AS-BUILTS

(A) Authority Approval Required. Before commencement of any construction, the Operator shall submit to the Authority for its review and approval a complete set of detailed plans and specifications prepared by a duly qualified and registered architect or professional engineer licensed in the State of New York, signed and sealed, with a level of detail acceptable to the Authority. The Authority shall have the right to review and comment on the plans.. The Authority will approve or disapprove proposed plans and specifications (submitted at the 100% design completion level), or proposed modifications thereto, within 45 days following the Authority's receipt of same prepared by the Operator in accordance with the terms and conditions of this Lease Agreement; provided that (i) the Authority shall not unreasonably withhold, condition or delay approval of any plans or specifications (or modifications thereto) and (ii) if the Authority disapproves of any plans or specifications (or modifications thereto) it shall provide an explanation for such disapproval. Following any disapproval by the Authority, the Operator shall promptly resolve the Authority's concerns. If plans and specifications are approved by the Authority, such plans and specifications may only be amended or supplemented with the Authority's prior written approval in accordance with this Section 7.03(A). 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 Facilities, shall not constitute an assumption by the Authority of any liability for the design, engineering, structural integrity, or construction means, methods, techniques and sequences of the buildings or improvements proposed to be erected by the Operator.

(B) As-Built Plans and Specifications. Not later than 90 days 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.

(C) Changes in Plans and Specifications. If the Authority requires a change (other than changes which reasonably would be considered *de minimis*) to the approved plans and specifications for the Initial Improvements and such change is not necessary for compliance with Applicable Law or the Design and Construction Requirements, and was not due to Operator Fault, such change shall be considered an Authority Change and the Authority shall negotiate a Change Order with the Operator, including an amount to be paid for such work based on the actual, verifiable and reasonable incremental costs of such work. Changes in the approved plans and specifications that

are required to comply with the Contract Standards shall not be considered to be an Authority Change.

SECTION 7.04 – CONSTRUCTION COMMENCEMENT

Commencement and Completion of Construction. Construction of the Initial Improvements for each Fueling Facility shall commence during the Redevelopment Period for such Fueling Facility established in accordance with Section 7.04(C) following written confirmation by the Authority that all Construction Commencement Conditions at a given Fueling Facility set forth in Section 7.04(B) have been satisfied. Except as provided in Section 7.04(D), Section 7.05(C) and Exhibit L2 (Supervening Events), no delay by the Operator in satisfying any Construction Commencement Conditions shall serve to adjust any Scheduled Opening Date. The Redevelopment Period for each Fueling Facility will end on the "**Opening Date**" which is the date on which the Initial Improvements are completed in accordance with this Lease Agreement and the Authority has determined that the Fueling Facility may be open to the travelling public and has issued a Certificate of Occupancy.

(A) Construction Commencement Conditions. The Operator shall not commence or permit the commencement of any phase of physical construction of Initial Improvements at a Fueling Facility, including any excavation or demolition work, until satisfaction of the following "Construction Commencement Conditions", as determined by the Authority, and the establishment of the Redevelopment Period in accordance with Section 7.04(C):

(1) The Operator shall have held a preconstruction conference with the Authority, other Key Personnel, representatives of each Project Contractor and Subcontractor at the affected Food/Fueling Facility and such other attendees as may be determined by the Authority, for the purpose of establishing a working understanding among the various parties to allow the Construction Work to proceed in a coordinated manner;

(2) The Operator shall have satisfied all requirements of Applicable Law with respect to the commencement of construction and shall have obtained all Governmental Approvals required for the commencement of construction of the Initial Improvements and all such Governmental Approvals shall be in full force and effect;

(3) The Operator shall have obtained approval by the Authority of the Redevelopment Plan and the Environmental Management Plan for the Fueling Facility in accordance with Section 6.06;

(4) The Operator shall have submitted an initial Environmental Compliance Report to the Authority, prepared in accordance with the applicable requirements set forth in Exhibit 9 (Environmental Information) The Operator shall have completed all pre-conditions to construction set forth in the Construction Requirements for the Initial Improvements;

(5) The Operator shall have obtained approval by the Authority of any plans and specifications for the Initial Improvements in accordance with Section 7.03;

(6) The Operator shall have provided the Authority with an insurance binder or copies of certificates of insurance for all Required Insurance identified under the heading "Insurance Required during each Redevelopment Period and for Other Capital Improvements" in Section 10.02 required to be in place during each Redevelopment Period;

(7) The Operator shall have provided the Construction Performance and Payment Bonds for the Initial Improvements in accordance with Sections 10.05 and 10.06; and

(8) The Operator shall have demonstrated, to the satisfaction of the Authority, acting reasonably, compliance with the Operator's M/WBE and SDVOB obligations as required pursuant to Exhibit L3 (New York State Certified Minority/Women/Service-Disabled Veteran-Owned Business Enterprises Goal Requirements And Procedures For Participation).

(B) Establishment of the Redevelopment Period. The Operator shall provide 10 days prior written notice to the Authority as to the satisfaction of the Construction Commencement Conditions at a given Fueling Facility and the date it proposes to establish for the commencement of the Redevelopment Period for such Fueling Facility. In the event the Authority concurs with the Operator's notice as to the satisfaction of the Construction Commencement Conditions, the Authority will issue a written confirmation on or before the date proposed for the commencement

of the Redevelopment Period by the Operator that all Construction Commencement Conditions have been satisfied, that the Fueling Facility may be closed to the extent provided in the applicable Redevelopment Plan and that the Redevelopment Period shall commence on the date proposed by the Operator. In the event the Authority determines that the Operator has not satisfied the Construction Commencement Conditions, notwithstanding the Operator's notice to the Authority pursuant to this Section 7.04(C), the Authority, by written notice to the Operator delivered not later than three days prior to the date proposed as the commencement of the Redevelopment Period by the Operator, will notify the Operator of the Authority's determination and state which conditions the Operator has failed to satisfy. The Operator shall satisfy all such conditions prior to the establishment of the Redevelopment Period for the Fueling Facility.

(C) Effect of the Establishment of a Redevelopment Period. Upon the establishment of the Redevelopment Period for a Fueling Facility, the Operator shall proceed with the physical construction of the Initial Improvements. Except to the extent specified in Section 7.05(C) and Exhibit L2 (Supervening Events), no delay in the establishment of the commencement of any Redevelopment Period shall entitle the Operator to any schedule, performance or cost relief hereunder.

SECTION 7.05 - SCHEDULED OPENING DATE FOR EACH FUELING FACILITY AND DELAY LIQUIDATED DAMAGES

(A) Scheduled Opening Date of Facilities [Dates to be Finalized with Operator per Proposal]. The Scheduled Opening Date for each Fueling Facility, expressed as the number of days following the Commencement Date, by which the Opening Date for such Fueling Facility shall have occurred, is specified below:

	Scheduled Opening Date:
Ardsley	
Chittenango	
Clarence	
Clifton Springs	
Indian Castle	
Iroquois	
Junius Ponds	
New Baltimore	
Oneida	
Pattersonville	
Pembroke	
Plattekill	
Scottsville	
Seneca	
Sloatsburg	
Ulster	

	Scheduled Opening Date:
Angola	
DeWitt	
Guilderland	
Malden	
Modena	
Mohawk	
Ontario	
Port Byron	
Ramapo	
Schuyler	
Warners	

Each of the Scheduled Opening Dates specified above shall be subject to adjustment as and to the extent provided in Section 7.05(C) and Exhibit L2 (Supervening Events).

(B) Delay Liquidated Damages. 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 by (b) 365, for each day of unexcused delay in achieving the Opening Date.

(C) Adjustments to Scheduled Opening Dates. Subject to the terms and conditions set forth in Exhibit L2 (Supervening Events), the Operator will be excused from liquidated damages (and the applicable Scheduled Opening Date shall be adjusted) to the extent that the delay in the Opening Date for a Fueling Area is due to:

(1) The occurrence of any Relief Event (as defined in Exhibit L1 – Definitions and detailed in Exhibit L2 – Supervening Events);
(2) Force Majeure;
(3) A delay in issuance of a Governmental Approval beyond the "Assumed Approval Issuance Date" set forth in the schedule for the Initial Improvements that has been accepted by the Authority and set forth in the Fuel Facility-specific Redevelopment Plan, but only to the extent that the Operator has:
    (a) Complied with all applicable requirements of this Lease Agreement;
    (b) Submitted all applications, data, studies, reports, responses and other information required under Applicable Law and the adopted administrative practice of the Governmental Body in order to obtain the Governmental Approval; and
    (c) Used all reasonable efforts to obtain the Governmental Approval; or

(4) The closure, due to an accident, construction or otherwise, of a road necessary for direct access to a Fueling Facility by order of a Governmental Body having police power for a period of seven or more days in any 30-day period.

In the event the Operator seeks relief under this Section 7.05(C) based on the occurrence of the circumstances described in items (3) or (4) above, it shall comply with the notification and other procedural requirements set forth in Exhibit L2 – Supervening Events and permissible schedule relief shall be determined in accordance with Exhibit L2 and subject to compliance with the Operator's duty to mitigate under Section 15.09 Entitled "General Duty to Mitigate" .

SECTION 7.06 - CONSTRUCTION SCHEDULES AND REPORTS

(A) Initial Improvements Schedule and Reports. The Operator shall maintain a construction schedule for the Redevelopment Work performed in connection with the Initial Improvements and any other Capital Improvements at each Fueling Facility that is based on the anticipated completion date and Scheduled Opening Date and presents all tasks and key subtasks to be performed in the sequence that the Operator intends to use in advancing the Initial Improvements or Capital Improvements to completion and achieving the Opening Date. The Operator shall update and maintain each such schedule in accordance with Exhibit 8 (Design and Construction Requirements) and submit to the Authority a monthly report concerning the performance of the Construction Work, including an update to the schedule (the "Monthly Progress Report") in accordance with the requirements of Exhibit 8 (Design, and Construction Requirements). The Operator agrees that they will submit a monthly progress report ("Monthly Progress Report"). The Operator agrees that the Operator's submittal of the Monthly Progress Report (or any revised progress schedule or report) is for the Authority's information only and shall not limit or otherwise affect the Operator's obligations to achieve each Opening Date by the Scheduled Opening Date. The Authority's receipt of the Monthly Progress Report (or any revised progress schedule or report) shall not bind the Authority in any manner. Thus, the Authority's receipt of the Monthly Progress Report (or any revised monthly progress schedule or report) shall not imply Authority approval or consent to any of the matters set forth therein. Notwithstanding any of the foregoing, the Operator acknowledges and agrees that it has a material obligation to provide the Authority with, and to update, maintain and revise, the construction schedules required by this Section 7.06 in accordance with the Contract Standards.

(B) Recovery Schedule. Without limiting any other requirement of this Lease Agreement, should progress of any Redevelopment Work fall behind the critical path of the applicable construction schedule by 30 or more days, except as excused due to the occurrence of Supervening Events or as otherwise specified in Section 7.05(C), the Operator shall promptly submit at the request of the Authority, an updated construction schedule prepared in accordance with Exhibit 8 (Design and Construction Requirements) to the Authority indicating the manner in which the Operator will mitigate delays and achieve the Scheduled Opening Date.

(C) Minimization of Facilities Disruptions. The Operator shall minimize the disruption of Facility services by staggering the construction schedule so that Initial Improvements are not concurrently being constructed at adjacent Facilities in the same direction.

SECTION 7.07 - CONSTRUCTION PRACTICE

(A) Exclusive Responsibility. 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 and any subsequent Capital Improvements. The materials, machinery, structures, improvements, and equipment to be furnished as part of the Initial Improvements, and any subsequent Capital Improvements shall be new, of recent manufacture, and of good quality. The Operator shall bear the sole risk of all defects in materials, machinery and equipment used to construct the Initial Improvements and any subsequent Capital Improvements.

(B) Operator Control of the Redevelopment Work. The Operator shall have complete control of the Redevelopment Work and shall effectively direct and supervise the Redevelopment Work so as to ensure conformance with the Contract Standards, including any phasing or sequencing requirements for the Redevelopment Work set out in the Design and Construction Requirements.

(C) General Redevelopment Work Obligations. Without limiting any other requirement hereunder, the Operator shall, in accordance with the Contract Standards:

(1) Furnish all services, provide all materials, equipment, labor and incidentals (including water, light, power, fuel, transportation and other facilities and services required for the performance and completion of the Redevelopment Work), and undertake all efforts necessary or appropriate to perform the Redevelopment Work and maintain it during the Redevelopment Period so as to achieve the applicable Scheduled Opening Date;
(2) Pay directly all costs and expenses of the Redevelopment Work of any kind or nature whatsoever, excluding only those costs and expenses which this Lease Agreement expressly specifies will be the responsibility of the Authority;
(3) Protect the Redevelopment Work against damage from all causes whether from execution or non-execution of the Redevelopment Work, subject to the terms and conditions of Article 10 (Insurance & Bond Requirements);
(4) Develop, update, maintain, and comply with all detailed plans, specifications and other Deliverable Material that is required hereunder in respect of the Redevelopment Work;
(5) Submit all construction plans, traffic plans, working drawings, and other Deliverable Material required by this Lease Agreement in respect of the Redevelopment Work for review by the Authority and ensure that no Redevelopment Work that is subject to, governed by, or dependent upon any such deliverable proceeds prior to compliance with the applicable Authority review and Operator response requirements;
(6) Have exclusive responsibility for all means, methods, techniques, sequences, and procedures necessary or desirable for the correct, prompt, and orderly prosecution and completion of the Redevelopment Work;
(7) Coordinate the various parts of the Redevelopment Work, including so as to not unreasonably interfere with, interrupt, obstruct, delay or otherwise affect the work of the Authority, the Service Area Operator or any other contractor in the vicinity of the Fueling Facility;
(8) Provide construction stakes, lines, and grades in accordance with the Contract Standards;
(9) Prior to commencing applicable procurement and construction activities, verify, at the Fueling Facilities, all measurements and levels necessary for proper and complete fabrication, assembly, and installation of the relevant Redevelopment Work, as well as the location of all water services, water mains, sanitary sewers, and other Utilities and carefully compare such field measurements and conditions with the requirements of this Lease Agreement;
(10) Maintain safety and security at all times during the performance of the Redevelopment Work;

(11) Cooperate with the Authority and any Governmental Body, and any other contractor performing work in the vicinity of the Fueling Facility concerning all matters relating to the Redevelopment Work;
(12) Attend periodic meetings with the Authority and its representatives and other stakeholders as required by this Lease Agreement;
(13) Use reasonable efforts to mitigate any delay and any damages due to delay regardless of the cause of the delay, including by re-sequencing, reallocating or redeploying the forces of any Operator Person performing Redevelopment Work to other Redevelopment Work, as appropriate; and
(14) Carry out, perform, observe, fulfill, and abide by all the covenants, agreements, stipulations, provisions, and conditions mentioned and contained in this Lease Agreement on the part of the Operator to be carried out, performed, observed, and fulfilled in connection with the Redevelopment Work.

SECTION 7.08 - TITLE, RISK OF LOSS AND ENCUMBRANCES

(A) Title and Risk of Loss. Except as otherwise provided in Section15.04 (No Ownership Interest), title to the structures, improvements, fixtures, machinery, equipment, and materials constituting any Capital Improvement shall pass to the Authority upon incorporation in the Project or any termination of this Lease Agreement, whichever first occurs, free and clear of all encumbrances. The Operator shall bear all risk of loss concerning such structures, improvements, fixtures, machinery, equipment, and materials until the Termination Date, regardless of the extent to which the loss was insured or the availability of insurance proceeds. The procedures set forth in Article 10 (Insurance & Bond Requirements) shall be applicable in the event of any damage to, loss, or the destruction of the Construction Work at a Fueling Area. Notwithstanding anything set forth in this Section 7.08(A) or Article 10, the Operator shall bear all risk of loss concerning any structures, improvements, fixtures, machinery, equipment, or materials required for the Construction Work and stored at any off-site facility or any other location other than the Fueling Facilities or in transit to or from the Fueling Facilities.

(B) Encumbrances. The Operator shall not directly or indirectly, without the Authority's consent, create or permit to be created or to remain, and shall promptly discharge or bond any encumbrance arising on the Project, any Fueling Area or the Redevelopment Work.

SECTION 7.09 - COORDINATION WITH SEPARATE CONTRACTORS

(A) Generally. The Operator acknowledges that the Authority may undertake or authorize other projects at or in the vicinity of the Fueling Facilities during the Term, including work performed by the Service Area Operator, and work performed pursuant to Article 14 (Authority Rights and Authority Obligations), and, without limiting any other obligation under this Lease Agreement, agrees to coordinate all Redevelopment Work with all other work at or near the Fueling Facilities in accordance with the Contract Standards. The Authority shall use all reasonable efforts to notify the Operator of any such other projects. The Operator, however, must ascertain to its own satisfaction the scope of the Project and the nature of any other contracts that have been or may be awarded by the Authority in relation to the Project and any other work that may be authorized by the Authority at or near the Fueling Facilities. The Operator shall use all reasonable efforts to cause the Redevelopment Work to be performed without damaging the work or property of any "Separate Contractor" and so as not to cause any unnecessary hindrance or delay to any Separate Contractor. The Operator agrees to cooperate and coordinate its activities with those of the Authority and all Separate Contractors so that the Capital Improvements can be completed in an orderly and coordinated manner without unreasonable disruption. Subject to the Operator's rights and remedies under this Section 7.09, the Authority shall have no liability, financial or otherwise, for any loss experienced because of the presence or operations of any Separate Contractors.

(B) Interrelated Work. If any part of the Redevelopment Work depends on proper execution of construction by any Separate Contractor, the Operator shall, prior to proceeding with that portion of the Redevelopment Work, inspect the other work and promptly report to the Authority any apparent discrepancies or defects in the other construction that would render it unsuitable for the proper execution of the applicable Redevelopment Work. Failure of the Operator to report apparent discrepancies or defects in the other construction performed by any Separate Contractor to the Authority shall constitute acknowledgment that the Separate Contractor's completed or partially completed construction is fit and proper to receive the Redevelopment Work, except as to discrepancies or defects not then reasonably discoverable pursuant to Good Engineering and Construction Practice.

(C) Coordination and Performance. The Operator's obligation to coordinate with Separate Contractors pursuant to this Section 7.09 includes the obligation to, in accordance with the Contract Standards:

(1) Properly arrange and schedule the Redevelopment Work to account for the work of any Separate Contractor;
(2) Timely place and dispose of the material being used in the Redevelopment Work;'
(3) Afford any Separate Contractor reasonable opportunity to introduce and store their materials and use their equipment to execute their work at the Fueling Facilities, at such Separate Contractor's risk subject to the Operator's exercise of reasonable diligence;
(4) Join the Redevelopment Work with the related work of any Separate Contractor in an acceptable manner; and
(5) Perform the Redevelopment Work in proper sequence to the work of any Separate Contractor.

(D) Disputes Associated with Separate Contractors. If the Operator believes that the work of a Separate Contractor is likely to interfere with or interrupt the Redevelopment Work or other Contract Services, notwithstanding compliance by the Operator of its obligations pursuant to this Section 7.09, the Operator shall notify the Authority and shall seek to mitigate any such interference or interruption. The Authority shall decide which contractor shall cease work temporarily (for the minimum period of time reasonably practicable given the circumstances) and which contractor shall continue or whether the work can be coordinated so that the Operator and the Separate Contractor may proceed simultaneously. The Operator will have no entitlement to relief hereunder or any adjustment to the Scheduled Opening Date under circumstances of the Authority ordering the Operator to suspend, delay or interrupt all or any part of the Redevelopment Work due to Operator Fault, including any failure of the Operator to comply with this Section 7.09. However, any decision by the Authority to suspend, delay or interrupt all or any part of the Redevelopment Work pursuant to this Section 7.09 under circumstances other than as expressly specified in the preceding sentence, shall be made in accordance with Section 7.10(B).

SECTION 7.10 - CONSTRUCTION OVERSIGHT AND UNCOVERING OF WORK

(A) Authority 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 and any subsequent Capital Improvements to the extent necessary or advisable to comply with applicable government requirements and to verify the Operator's compliance with this Lease Agreement. During any such activities, Authority Persons shall comply with the Operator's reasonable safety and security rules and regulations applicable to presence in or upon the Fueling Facility and shall not unreasonably interfere with the Operator's performance of the Construction Work. The Operator at all times will coordinate and cooperate, and require all Operator Persons to coordinate and cooperate, with the Authority and all Authority Persons.

(B) Suspension, Delay or Interruption of Construction Work. The Authority may, acting reasonably, 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 reasonably determine to be appropriate.

It shall be reasonable for the Authority to suspend, delay or interrupt all of any part of the Construction Work (i) due to the occurrence of Operator Fault or (ii) if the methods or conditions are contrary to Applicable Law or such that unsatisfactory Construction Work is likely to result upon the occurrence of any of the following circumstances:

(1) Construction is progressed in the absence of detailed plans and specifications that have been reviewed and approved by the Authority; provided that, to the extent not prohibited by Applicable Law, the Operator may proceed absent such approval by the Authority and the Operator shall be liable for any additional costs required to comply with the detailed plans and specifications that the Authority approves;
(2) Material or procedures are being used that are not in compliance with the Contract Standards;
(3) The Operator fails to comply with any Contract Standards or with any provision of the plans and specifications approved by the Authority; or
(4) The conditions of the Construction Work are considered to be sufficiently deficient by the Authority, acting reasonably, as to affect the health or safety of the public or the persons employed for said Construction Work.

If the performance of all or any portion of the Construction Work is suspended, delayed or interrupted by the Authority under circumstances other than as described above in this and the resulting delay results in incremental or unanticipated costs to the Operator, such suspension, delay or interruption shall be considered an Authority Change and the Operator shall be entitled to a Change Order providing schedule relief in accordance with Exhibit L2 – Supervening Events and the Operator's actual, verifiable and reasonable incremental costs attributable to the suspension, delay or interruption, to the extent the Operator bore no responsibility.

SECTION 7.11 - CORRECTION OF INITIAL IMPROVEMENTS AND SUBSEQUENT CAPITAL IMPROVEMENTS

Without limiting any other obligation of the Operator hereunder, the Operator shall promptly take all necessary actions to correct all Initial Improvements and subsequent Capital Improvements that are not in compliance with the Design and Construction Requirements and all other Contract Standards, whether discovered by the Operator or the Authority. If the material, work performed, or the finished product does not conform to the Contract Standards, the Authority shall have the right to direct the Operator to remove and replace, or otherwise correct, the material, work, or product at the Operator's sole expense, and the Operator shall comply with any such direction. Nothing in this Section shall be construed to limit any other right or remedy of the Authority under Applicable Law or this Lease Agreement in respect of any defect in the Initial Improvements or any subsequent Capital Improvements.

ARTICLE 8 - PERFORMANCE STANDARDS

SECTION 8.01 - PERFORMANCE STANDARDS

(A) Compliance with Performance Standards; Liquidated Damages. The Operator shall operate and maintain the Facilities in accordance with the terms and conditions of this Lease Agreement, including the Performance Standards [Attachment to be Provided during contracting phase] compliance by the Operator. Failure of compliance with the Performance Standards will require the Operator to implement remedial action and may result in the imposition of liquidated damages by the Authority for amounts between $250.00 and $2000.00 based on duration of infraction per each infraction. The Authority shall at any and all times be entitled to enter and inspect the Facilities to evaluate compliance by the Operator with this Lease Agreement and the Performance Standards; provided that such inspection shall not unreasonably interfere with the Operator's performance of the services required by this Agreement.

(B) Periodic Modification of Performance Standards. The Operator and the Authority will jointly review the Performance Standards periodically during the Term to evaluate and, to the extent required by the Authority, acting reasonably, modify the Performance Standards to ensure that they continue to support the overall quality of service objectives of this Lease Agreement; provided that the Performance Standards shall not be modified in a manner that would (i) adversely affect the Operator's rights or the performance of the Operator's obligations under this Lease Agreement, as determined based on the Contract Standards in effect immediately prior to any such modification, (ii) increase the cost to the Operator of performing the Contract Services, but only to the extent the modification of the Performance Standards is not due to Operator Fault, or (iii) result in any Performance Standard being more stringent or burdensome than the Performance Standard in effect at the Execution Date, in each case without the Operator's consent, acting reasonably. Any modification to the Performance Standards shall be specified in a Change Order issued in accordance with the procedures set forth in Article 9 (Changes); provided that, except to the extent any such modification does not comply with this Section 8.01(B), no such modification shall be considered an Authority Change.

ARTICLE 9 - CHANGES

SECTION 9.01 - AUTHORITY CHANGES

(A) Authority Right to Require Changes. The Authority may at any time during the Term, without invalidating this Lease Agreement, require Changes in accordance with this Article 9 (Changes). Except to the extent that a Change Order or Change Directive expressly requires otherwise, the Operator shall implement each Change in accordance with all terms of this Lease Agreement.

(B) Corrections of Defects or Deficiencies Not a Change. No requirement of the Operator to correct any defect or deficiency in the Contract Services, the Initial Improvements or the Facilities, including any Authority direction to the Operator to provide for such correction in accordance with this Lease Agreement, shall constitute an Authority Change. Without limiting the foregoing, no Change authorized pursuant to an Operator Change Request shall constitute an Authority Change. In addition, no exercise by the Authority of its rights to require the Operator to provide space at the Facilities pursuant to the Authority's reserved rights under Section 14.01 shall constitute an Authority Change.

(C) No Entitlement to Perform a Change. Without prejudice to the Operator's rights under this Lease Agreement the Authority may, at any time, perform, or engage any Authority Person to perform, any work at the Facilities that is not included in the Contract Services, and no Operator Person shall have any right or entitlement to perform any such work. The Operator may submit a proposal to the Authority for the performance of such work, but nothing in this Lease Agreement will obligate the Authority to accept such proposal. The Authority shall provide reasonable notice to the Operator prior to the performance of such work if such work could reasonably be expected to have an adverse effect on the performance of the Contract Services.

(D) Restrictions on Authority Changes. The Authority shall not at any time during the Term require, and the Operator may refuse to implement, an Authority Change, which:

(1) Would be contrary to Applicable Law;
(2) Would render any policy of Required Insurance void or voidable or would cause an insured risk to become uninsurable, unless the Authority agrees to provide replacement security satisfactory to the Operator acting reasonably;
(3) Would contravene or cause the revocation of any Governmental Approval required by the Operator to perform its obligations under this Lease Agreement, where such Governmental Approval would not, using all reasonable efforts, be capable of amendment or renewal;
(4) Would require a new Governmental Approval, or an amendment to an existing Governmental Approval, for the Operator to perform its obligations under this Lease Agreement, which Governmental Approval or amendment would not, using all reasonable efforts by the Operator or the Authority, as applicable, be obtainable;
(5) Would adversely affect the health and safety of any person;
(6) Would, if implemented and except as specified in Section 9.01(E), materially and adversely change the nature of the totality of the Project;
(7) Would have an adverse effect on the performance of the Contract Services, unless the Authority affords the Operator appropriate compensation, schedule, performance and other relief necessary to avoid any such effect;
(8) Would, in the case of an Authority Change relating to the Initial Improvements, result in the applicable Redevelopment Work not being completed by the Operator using all reasonable efforts by the applicable Scheduled Opening Date, unless the Authority affords the Operator appropriate compensation, schedule, performance and other relief necessary in connection with the extension of the Redevelopment Period;
(9) Would materially and adversely affect the risk allocation under this Lease Agreement, unless the Authority affords the Operator appropriate compensation, schedule, performance and other relief necessary to avoid any such effect;

(10) Would result in a material reduction in Gross Sales or other revenues at the Fueling Facilities taken as a whole, unless the Authority affords the Operator appropriate compensation, schedule, performance and other relief necessary to avoid any such effect; or
(11) Would materially increase the costs to the Operator in performing the Contract Services, unless the Authority affords the Operator appropriate compensation, schedule, performance and other relief necessary in connection with such material cost increase.

For purposes of items (7) through (11) above, "appropriate compensation, schedule, performance and other relief" shall be determined in accordance with the principles set forth in Exhibit L2 (Supervening Events). If the Operator, acting reasonably, determines that a proposed Authority Change is unacceptable because it contravenes one or more of the above, then the Operator shall promptly (in any event within 10 Business Days following receipt of any Authority Change Notice or Change Directive) give written notice to the Authority of its objection, explaining its reasons with supporting analysis. If the Authority disagrees then it may deliver a dispute notice to the Operator, and the Parties shall cooperate to resolve the issue in a timely manner pursuant to the Dispute Resolution Procedures.

(E) Emergencies. In the event of a serious emergency, pandemic or disaster outside the control of the Authority, the Authority may through an Authority Change, negotiate emergency performance from the Operator to address the immediate needs of the Authority even if not contemplated under the original Lease Agreement or procurement, subject to the terms and conditions of this Article 9 (Changes).

(F) Documentation of Costs. The Operator shall furnish the Authority with copies of all paid invoices and such other data as the Authority may reasonably request to support the costs of the work performed pursuant to any Change Order or Change Directive entered into or issued in accordance with this Article 9 (Changes) regardless of the Party responsible for such costs.

SECTION 9.02 - CHANGE NOTICE AND RESPONSE

(A) Authority Change Notice. The Authority may at any time during the Term issue to the Operator a notice describing a potential Authority Change that the Authority is considering (an **Authority Change Notice**"). An Authority Change Notice shall provide a reasonably sufficient description of the contemplated Authority Change to permit the Operator to prepare a response in accordance with this Section 9.02, including any specific directions or requirements as to the contents of such response that are not otherwise required under Section 9.02(B). An Authority Change Notice may, as reasonably determined by the Authority, require the Operator to:

(1) Participate in a preliminary meeting regarding the contemplated Authority Change at such time and location as the Authority may reasonably determine; and
(2) At or before such preliminary meeting, deliver to the Authority a written, preliminary response, including (as applicable):
    (a) A preliminary scope of work associated with the contemplated Authority Change;
    (b) A preliminary schedule for implementation and any adjustment to the schedule for any Initial Improvements that has been accepted by the Authority and set forth in a Fueling Facility-specific Redevelopment Plan anticipated to be required as a result of the contemplated Authority Change;
    (c) A preliminary analysis of any impact on the operations of the Authority, the Service Area Operator and Separate Contractors;
    (d) A preliminary analysis of any performance relief to which the Operator may be entitled under Exhibit L2 (Supervening Events) as a result of such contemplated Authority Change, including a preliminary identification and assessment of any reasonably anticipated material impact of such contemplated Authority Change on the performance of the Contract Services; and

(e) A preliminary estimate of any savings that will be realized, any costs that will be incurred or, subject to Section 9.02(H), any forecasted reduction in Gross Sales or other revenues as a result of the Authority Change and a proposed amendment to this Lease Agreement, including an equitable adjustment on account of any Change in Costs resulting from such savings, costs or forecasted reduction, which adjustment shall leave the Operator in a No Better and No Worse position.

The Operator shall use all reasonable efforts to provide any such preliminary response to the Authority in accordance with this Section 9.02(A).

(B) Implementation Proposal. Promptly (no later than within 30 Business Days or such longer period as may be mutually agreed upon in writing by the Parties) following the later of the Operator's receipt of an Authority Change Notice and any preliminary meeting held pursuant to Section 9.02(A), the Operator shall, subject to Section 9.01(D), submit to the Authority its proposal to implement the contemplated Authority Change (an "**Implementation Proposal**"), which shall include the following:

(1) A detailed scope of work for such Authority Change, together with:
  a) A schedule for implementation of such scope of work; and
  b) If prior to the Opening Date of any affected Fueling Facility:
    i. A revised schedule for the Initial Improvements reflecting adjustments required to implement such Authority Change; and
    ii. A time impact analysis of the effect (if any) of such contemplated Authority Change on the achievement of any Scheduled Opening Date;

(2) The proposed method(s) for certification of completion of any aspects of the work required by such Authority Change, which methods shall, to the extent possible, follow procedures already set out in this Lease Agreement;
(3) Any new Governmental Approvals, third-party consents, and any amendments to existing Governmental Approvals and third-party consents, required to implement such Authority Change;
(4) Any Amendment that may be required in order to implement the Authority Change;
(5) Identification and analysis of any impact on the performance of the Contract Services expected to result from implementation of the Authority Change, including the extent to which relief from compliance with its obligations under this Lease Agreement is required during the implementation of the Authority Change;
(6) Identification and analysis of any impact on the operations of the Authority, the Service Area Operator and any Separate Contractors;
(7) The proposed savings that will be realized, costs that will be incurred or, subject to Section 9.02(H), forecasted reduction in Gross Sales or other revenues as a result of implementing the Authority Change, and a proposed amendment to this Lease Agreement, including an equitable adjustment on account of any Change in Costs resulting from such savings, costs or forecasted reduction, which proposal shall:
  a) Be in compliance with all requirements of this Lease Agreement;
  b) Include a detailed breakdown of each element of the proposed savings or costs sufficient to enable the Authority to review and evaluate the reasonableness of the same;
  c) Identify a "base amount" for the implementation of the Authority Change presented according to line or pay items typically included on bid sheets of the Authority and separated by labor, materials and equipment;
  d) If any items in the base amount have been priced based on other than unit rates, identification of such items and the basis of pricing, with supporting reasons for the same; and
  e) Leave the Operator in a No Better and No Worse position;
(8) Such supporting information and documentation as the Authority may reasonably require in such Authority Change Notice; and

(9) A certification by the Operator Representative that:
   a) To the best of the knowledge of the Operator (after due inquiry), any performance relief, including schedule relief, and compensation requested is justified hereunder as to entitlement, extent and amount;
   b) The extent of any performance relief, the amount of time and the amount of compensation requested includes all known and anticipated impacts or amounts, which may be incurred as a result of the Authority Change; and
   c) All cost and pricing data is complete, accurate and current.

(C) Review and Evaluation of Implementation Proposal. As soon as practicable after the Authority receives the Implementation Proposal, the Operator shall meet with the Authority, at such time and location as the Authority may reasonably request, to review and discuss the Implementation Proposal. During such discussions, or otherwise by written notice, the Authority may in its discretion, subject to Section 9.01(D), request or require modifications to the Implementation Proposal, including to require the Operator to solicit competitive bids or proposals for all or any part of the work that would result from the Authority Change. The Operator shall promptly (in any event within 15 Business Days) after receipt of any such notice from the Authority, provide the Authority with an update to its Implementation Proposal to account for any consequential changes.

(D) Authority Response. Within 15 Business Days following the later of the meeting or the receipt of an updated Implementation Proposal, in each case pursuant to Section 9.02(C), the Authority shall:
   (1) Notify the Operator in writing of its acceptance of the Implementation Proposal, subject to Section 9.02(E);
   (2) Request or require further modifications to the Implementation Proposal from the Operator, in which case the procedures set forth in this Section shall be repeated; or
   (3) Withdraw the Authority Change Notice, subject to Section 9.02(F).

(E) Change Order. If the Authority accepts an Implementation Proposal pursuant to Section 7(D)(1), the Parties shall promptly execute an appropriate Change Order in a form prepared by the Authority to give effect to the relevant Authority Change in accordance with the terms of the accepted Implementation Proposal. The execution of any such Change Order by the Operator Representative shall constitute an acknowledgement and agreement by the Operator that, except as may be expressly set forth in the Change Order pursuant to the accepted Implementation Proposal:
   (1) The Change Order constitutes full accord and satisfaction in respect of the relevant Authority Change;
   (2) The Operator waives all rights to pursue any subsequent claim concerning or related to the relevant Authority Change; and
   (3) All necessary amendments to this Lease Agreement in respect of the relevant Authority Change are reflected in the Change Order.

   The Operator shall comply with each such Change Order and commence implementation of the relevant Authority Change on the date set forth therein.

(F) Preliminary Response and Implementation Proposal Costs. The Authority shall reimburse the Operator for the reasonable and documented costs incurred by the Operator in preparing a written preliminary response (if required by the Authority) pursuant to Section 9.02(A)(2) and the Implementation Proposal, including any required update thereto, (i) through and pursuant to the terms of the Change Order entered into by the Parties in accordance with Section 9.02(E), or (ii) if the Authority withdraws an Authority Change Notice pursuant to Section 9.02(D)(3), within 30 days following receipt of an invoice for the same in form and content reasonably acceptable to the Authority.

(G) Required Change Orders. Notwithstanding any of the foregoing, to the extent any provision of this Lease Agreement expressly provides that the Operator will be entitled to a Change Order for the occurrence or deemed occurrence of an Authority Change, the Parties shall use all reasonable efforts to promptly agree on the terms and conditions of such Change Order, which shall leave the Operator in a No Better and No Worse position. Any compensation, schedule, performance and other relief on account of any such Authority Change shall be determined in accordance with the principles set forth in Exhibit L2 (Supervening Events) and subject to compliance with the Operator's duty to mitigate under Section 15.09 entitled "General Duty to Mitigate." Any Change Order with respect to Covered Regulated Site Conditions shall be subject to all limitations specified in Section 6.08.

(H) Forecasted Reduction in Gross Sales or Other Revenues. Unless otherwise mutually agreed upon in writing by the Parties, any determinations of forecasted reduction in Gross Sales or other revenues (whether an increase or decrease) in connection with any Authority Change, Change Directive or Relief Event shall be supported by the Operator, subject to Section 9.02(F). At the Authority's request, at any time during the period of time commencing 365 days and ending 1,095 days after execution of any Change Order that provides an adjustment based upon a forecasted reduction in Gross Sales or other revenues, the Parties shall review the forecasted Gross Sales or other revenues against the actual Gross Sales or other revenues. Based on such review, either Party may, acting reasonably, request an amendment to the previously agreed adjustment to leave the Operator in a No Better and No Worse position and the Parties shall use all reasonable efforts to promptly agree on the terms and conditions of a Change Order making such amendment.

SECTION 9.03 - CHANGE DIRECTIVES

Subject to Section 9.01(D), but notwithstanding any other provision of this Article 9 (Changes), the Authority may in its discretion issue to the Operator a written notice directing the Operator to proceed with an Authority Change (a "**Change Directive**"). Any Change Directive shall:

(1) State that it is issued pursuant to this Section 9.03;

(2) Describe the subject Authority Change in a manner sufficient to enable the Operator to proceed with the Authority Change; and

(3) Specify the effective date of the subject Authority Change.

Promptly upon receipt of a Change Directive, the Operator shall implement the Authority Change in accordance with the terms set forth in the Change Directive, subject to Section 9.01(D). Without limiting the Authority's rights under this Section, the Parties intend that Authority Changes will be negotiated between the Parties in accordance with Section 9.02 and that Change Directives will be issued only under urgent, exigent or emergency circumstances. Any compensation, schedule, performance and other relief on account of a Change Directive shall be determined in accordance with the principles set forth in Exhibit L2 (Supervening Events) and subject to compliance with the Operator's duty to mitigate under Section 15.09 entitled "General Duty to Mitigate."

SECTION 9.04 - OPERATOR CHANGES

(A) Restrictions. The Operator shall not implement any Change absent the approval of the Authority through a Change Order or Change Directive.

(B) Operator Change Request. The Operator may at any time during the Term submit a written request for the Authority to approve a Change proposed by the Operator (an "**Operator Change Request**"), which shall include:

(1) A statement as to the Operator's reasons for proposing the Change, including as to whether such Change is being proposed by the Operator:
   (a) To remedy any defect or deficiency in the Contract Services, the Initial Improvements or the Facilities (a "**Remedial Change**"); or
   (b) For the overall betterment of the Project;
(2) Reasonably sufficient detail concerning the proposed Change to enable the Authority to evaluate the proposed Change in full, including, as applicable, all relevant information required to be included in an Implementation Proposal;
(3) An indication of the implications of the proposed Change, including the comparative advantages of the proposed Change to the Operator and the Authority;
(4) Any dates by which a response by the Authority to the request is critical; and
(5) Such other information and documentation as may be reasonably requested by the Authority to fully evaluate and consider the proposed Change.

(C) Authority Evaluation. Any Operator Change Request shall be subject to the approval of the Authority in its discretion; provided, that the Authority agrees to evaluate any Operator Change Request in good faith, taking into account all issues that are relevant to the Authority, including whether:

(1) The Operator Change Request proposes any change in the Rent or any other compensation or payment to the Operator or to the Authority;
(2) The proposed Change would affect the quality of any aspect of the Contract Services or the likelihood of successful and timely performance of the Contract Services;
(3) The proposed Change would or may interfere with the relationship between the Authority and any third party, including any Governmental Body, fueling service operators at the Facilities and any Separate Contractor;
(4) The financial strength of the Operator is sufficient to implement the proposed Change; and
(5) The proposed Change would or may materially affect the obligations, risk, cost or liabilities to which the Authority will or may be exposed.

As part of the evaluation of an Operator Change Request, if determined to be appropriate in the Authority's discretion, the Parties shall meet at such time and location as the Authority may reasonably request to review and discuss the Operator Change Request.

(D) Authority Approval. If the Authority approves an Operator Change Request (with or without modification), the Parties shall promptly execute an appropriate Change Order in a form prepared by the Authority to give effect to the relevant Change and definitively stating (or, in the Authority's discretion, confirming by way of incorporation of the relevant Operator Change Request) all details concerning the relevant Change, including (as applicable):
(1) Any extension of time, relief or compensation, including the payment terms of, and supporting documentation required for, any such compensation;
(2) In the case of any Remedial Change, compensation to the Authority and the associated payment terms in respect of any reduction in value in accordance with Section 9.05(A);
(3) Any sharing of savings with the Authority pursuant to Section 9.05(B); and
(4) The commencement date for the implementation of the approved Change. Except as a result of a Relief Event, as and to the extent provided in Exhibit L2 (Supervening Events), or as may otherwise be agreed to by the Authority in its discretion, there shall be no reduction in Rent payable by the Operator or additional compensation payable to the Operator as a result of any Change proposed by the Operator pursuant to this Section 9.04.

(E) Implementation of Approved Change. The Operator shall implement any Change approved by the Authority pursuant to this Section 9.04 in accordance with the terms and conditions set forth in the relevant Change Order. No Change approved by the Authority pursuant to this Section 9.04 shall constitute an Authority Change or, in and of itself, entitle the Operator to any compensation from the Authority or relief hereunder.

(F) Withdrawal of Operator Change Request. If the Operator withdraws an Operator Change Request after submittal to the Authority and prior to entering into a Change Order, the Operator shall reimburse the Authority for the reasonable and documented costs incurred by the Authority in evaluating the Operator Change Request pursuant to Section 9.04(C), within 30 days following receipt of an invoice for the same in form and content reasonably acceptable to the Authority.

SECTION 9.05 - COST SAVINGS

(A) Authority Change or Remedial Change. If in connection with any Authority Change or Remedial Change documented in a Change Order or Change Directive:
  (1) The Operator's Change in Costs reflect a net savings to the Operator (which shall, subject to Section 9.02(H), take into account any forecasted reduction in Gross Sales or other revenues); or
  (2) The value of the Contract Services has been reduced (as reasonably determined by the Parties, subject to the Dispute Resolution Procedures); then:

  The Authority shall be entitled to receive (i) a share of 50 percent of such net savings unless a lesser amount is otherwise agreed to by the Authority, acting reasonably, and (ii) in the case of a Remedial Change, compensation in the amount of 100 percent of such reduction in value. Any net savings calculation under this Section 9.05 shall factor in any increased cost incurred by the Operator to produce the relevant savings.

(B) Operator Change Request and Shared Savings. Without limiting anything under Section 9.05(A), including in respect of any Remedial Change, if any Operator Change Request proposes or is reasonably expected to result in a net savings to the Operator, the Authority's share of such net savings shall be 50 percent unless a lesser amount is otherwise agreed to by the Authority, acting reasonably. If the Authority approves any such Operator Change Request, the method of sharing in any such savings shall be set forth in the relevant Change Order.

(C) Method of Payment. The Authority shall be entitled, in its discretion, to elect to receive its share of any savings or reduction in value pursuant to this Section 9.05:
  (1) As a lump sum payment (or series of payments) from the Operator within 30 days after:
    a) In the case of a net savings, such net savings (or portion thereof) is realized by the Operator; or
    b) With respect to any reduction in value resulting from a Remedial Change, the date of the relevant Change Order;
  (2) Through an increase in the Operational Rent over the remainder of the Term or such shorter period any net savings are realized; or
  (3) By way of a combination of items (1) and (2) of this Section 9.05(C).

SECTION 9.06 - NO SUSPENSION OF PERFORMANCE

The Operator shall not suspend the performance of the Contract Services during the negotiation of any Authority Change Notice or Operator Change Request, except as may be otherwise directed by the Authority in writing.

ARTICLE 10 - INSURANCE & BOND REQUIREMENTS

SECTION 10.01 – INSURANCE CONDITIONS

Operator shall, and shall require its subcontractors to, procure prior to commencement of work under this Agreement, and maintain until this Agreement is completed and the Authority has accepted all work performed thereunder, insurance of the kinds and in the amounts specified herein, covering all services and operations under this Agreement, whether performed by Operator or its subcontractors, in accordance with the following conditions:

A. Contractor Cost and Expense. All insurance required by this Agreement shall be obtained at the sole cost and expense of Operator.

B. Insurer Qualifications. All insurance required by this Agreement shall be maintained with insurance carriers licensed to do business in New York 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. Primary Insurance. All insurance required by this Agreement shall be primary to any Authority insurance policy or Authority self-insurance program, which shall be excess and non-contributory.

D. Certificates and Endorsements. Operator shall furnish the Authority with certificate(s) of insurance on ACORD Form 25, accompanied by the Authority Supplemental Insurance Certificate (Exhibit 1 – 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. Operator shall furnish the Authority with a copy of each endorsement required herein. For work to be performed within New York State, proof of Workers' Compensation and Disability Benefits Insurance shall be indicated on the appropriate Workers' Compensation Board forms as listed in Section 10.02 E. below. Operator shall submit all certificates in .PDF file format via e-mail to: InsuranceCompliance@Thruway.NY.GOV.

E. Notice of Cancellation, Nonrenewal or Material Alteration. 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, attention Insurance Compliance Supervisor. Only in the event that such written notice cannot be delivered via e-mail, notice shall be sent to: Insurance Compliance Section, Office of Investments and Asset Management, New York State Thruway Authority, P.O. Box 189, Albany, New York 12201-0189.

F. Deductibles and Self-Insured Retentions. 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 $100,000 will require review and approval by the Authority. Additional security or other requirements may be imposed at the sole discretion of the Authority. Any SIR will be subject to Section 10.02(G).

G. Authority Approval of Self-Insured Retentions. 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 $100,000 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 Operator to provide additional collateral, or to reject the use of an SIR by Operator. Operator will be solely responsible for all claims, expenses, and loss payments within the retention limit.

H. Copies of Insurance Documents. 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. No Waiver of Contractor's Insurance Obligations. 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 Operator's obligation to maintain such insurance.

J. Failure to Maintain or Provide Proof of Coverage. 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 this Agreement, removal of any subcontractor, or in delay or stoppage of payments.

K. Evidence of Renewal or Replacement. At least two weeks prior to the expiration of any policy required by this 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 in Section 10.02 of this Agreement must be submitted to the Authority by email to: 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: Insurance Compliance Section, Office of Investments and Asset Management, New York State Thruway Authority, P.O. Box 189, Albany, New York 12201-0189.

L. Adequacy of Required Insurance. By requiring insurance, the Authority does not represent that certain coverages and limits will necessarily be adequate to protect Operator or its subcontractors, and such coverages and limits shall not be deemed a limitation on Operator's liability under the indemnities granted to the Authority under any provision of this Agreement.

M. Waiver of Rights Against the State and Authority. Operator shall, and shall require its subcontractors to, waive all rights against the State of New York, the Authority, and their respective agents, officers, directors, and employees, for recovery of damages to the extent these damages are covered by the Commercial General Liability ("CGL") policy, the Business Auto Policy or the Commercial Umbrella Liability policy, as required.

N. Authority Insurance Requirements. Operator shall, and shall require its subcontractors to, provide a copy of the Authority's Insurance Requirements as set forth in Article 10 (Insurance & Bond Requirements) of this Agreement to its insurance producer(s) and insurance carrier(s).

O. Subcontractor Insurance. Operator shall require that any approved subcontractors carry insurance with the same limits and provisions set forth herein.

P. Policy Definition of Physical Damage to Property. The definition of "physical damage to property" in any insurance policy 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."

SECTION 10.02 - REQUIRED INSURANCE COVERAGES

The specific types and amounts of insurance that Operator must provide pursuant to this Agreement are set forth in this Section 10.02 as follows:

A. Commercial General Liability Insurance – Operator shall maintain through a combination of Commercial General Liability (CGL) and Commercial Umbrella Liability insurance (see Section 10.02(B)), with no less than the following limits and coverages:

• Each Occurrence Limit:	$25,000,000
• General Aggregate:	$25,000,000
• Products/Completed Operations Aggregate:	$25,000,000
• Personal/Advertising Injury Liability:	$ 1,000,000
• Fire Damage Legal Liability:	$ 250,000
• 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 and the State of New York shall be listed as primary and non-contributory additional insureds on the CGL, and as applicable, on the Business Automobile, and pollution liability policies required under Section 10.02(A), Section 10.02(B), and Section 10.02(D) of this Agreement.

B. Commercial Umbrella Liability Insurance – When the limits of the CGL and business automobile liability policies procured are insufficient to meet the limits specified in Section 10.02(A) and Section 10.02(D), Operator shall procure and maintain commercial umbrella liability insurance 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 in Section 10.02(A) and Section 10.02(D). Such policies shall be issued on a "follow form" basis of the primary policies.

The Authority and the State of New York shall be included as additional insureds, using ISO Additional Insured Endorsement CG 20 10 04 13 and CG20 37 04 13 or an equivalent, under the CGL and Commercial Umbrella Liability policies, as required.

As noted above, all insurance required by the Agreement shall be primary to any Authority insurance policy or Authority self-insurance program, which shall be excess and non-contributory.

C. Professional Liability or Errors and Omissions Insurance – With regard to the furnishing of any professional services in connection with this Agreement, Operator shall procure and maintain professional liability or errors and omissions insurance to cover claims, damages, and losses that occur as a result of errors, omissions, malpractice, or breach of professional obligations by Operator's or its subcontractor's furnishing of or failure to furnish such professional services; and such coverage shall be maintained with no less than $5,000,000 in limits.

The professional liability insurance may be issued on a claims-made policy form provided that, at minimum, Operator, shall purchase at its sole expense, coverage that provides for (a) reporting circumstances or incidents that may give rise to future claims and (b) tail coverage with an extended reporting period of no less than three (3) years after work is completed to cover events that occurred but were not reported during the term of the policy. If applicable, such professional liability or errors and omissions insurance shall cover any negligent act, error or omission in rendering or failing to render professional services required by this Agreement or in fulfillment of this 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, errors or omissions arising out of the scope of services covered by this Agreement.

D. Business Auto Liability Insurance – In order to cover any liability arising out of Operator's use of any motor vehicle, whether owned, leased, hired, or non-owned, Contractor shall maintain Business Automobile Liability coverage, with no less than a $2,000,000 combined single limit.

If this 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.

E. Workers' Compensation & NYS Disability Benefits Insurance – This Agreement shall be void and of no force and effect unless Operator shall provide and maintain coverage during the term of this Agreement for the benefit of such employees as are required to be covered by the New York State Workers' Compensation/Disability Benefits Law. If the Agreement involves work on or near a shoreline, a U.S. Longshore and Harborworkers' Compensation Act Endorsement must be provided. The Maritime Coverage Endorsement, on an "if any" basis, shall be attached to the policy. 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.

Disability benefits coverage must also include a rider providing Paid Family Leave insurance in form and substance satisfactory to the Authority. Evidence of coverage shall be provided to the Authority and may be in the form of a Notice of Compliance provided by your insurance carrier stating that you have Paid Family Leave insurance. The Notice will include information about your carrier. If you are self-insured, you can get this notice by contacting the NYS Workers' Compensation Board at certificates@wcb.ny.gov.

F. Underground and Above Ground Tank Liability Insurance - $2,000,000 each occurrence/$4,000,000 aggregate. Such insurance shall apply to bodily injury, property damage and cleanup costs.

If coverage is written on a claims-made basis, the Operator shall so indicate, state as to whether defense costs are within or outside liability limits and warrant as to each such policy that any applicable retroactive date precedes the effective date of the Agreement; and continuous coverage will be maintained, or an extended reporting period will be obtained, for a period of not less than two (2) years from the date work under the Agreement is completed. . The Authority shall be endorsed as an Additional Insured.

G. Builder's Risk Insurance – (Applicable during the Construction Phase of the agreement, and then as applicable thereafter over the life of the lease). Coverage shall include any property under construction and fixtures, equipment and machinery constituting a permanent part of any building. Coverage shall include the interest of the Authority and apply on an "all risk" basis and include an

endorsement waiving rights of subrogation against the Authority. All Risk Physical Damage-Coverage 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 Facilities. It shall include an endorsement waiving rights of subrogation against the Authority.

The Operator shall procure and maintain a Builders' Risk/Installation Floater policy in a form such as ISO form CP 00 20 10 90 or a policy form providing equivalent coverage, covering all risks in completed value form. Such policy shall cover the total value of the work performed in accordance with the contract, as well as the value of any equipment, supplies and/or materials to be installed in the Lease 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 property of the Authority held in their care, custody and/or control. Such policy shall name as insureds the Authority, the State of New York and the Operator. The Builders' Risk/Installation Floater policy shall contain endorsements that provide for the following:

- The Authority and the Operator shall be named as loss payees for the work in order of precedence, as their interest may appear; and
- 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."

Any required Builders' Risk/Installation Floater policy shall be written to cover specific structures identified in the Contract Proposal to the specified value for the completed structure(s). Self-insured retention / deductibles shall not exceed $250,000 or 20% of the total value of work performed and equipment, supplies and materials at the location of the Work as well as at any off-site storage locations."

H. Owners/Operator's Protective Liability Insurance - For construction projects only, the Operator shall obtain a separate Owners/Operator's Protective Liability (OCP) Policy written on a project basis for the benefit of the Authority, its officers, agents, and employees, and the People of the State of New York, with respect to all operations under this 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 $2,000,000 each occurrence and $4,000,000 aggregate.

I. Commercial Property Insurance – The Operator shall procure and maintain in full force and effect throughout the term of the contract commercial property insurance with limits not less than the Full Insurable Value of all real property at the site with the highest real property value, including pumps, canopies, signage, and c-stores. Coverage shall cover all locations. Additionally, coverage shall cover at a minimum, all perils insured under the ISO Special Causes of Loss Form (CP 10 30), or the equivalent, including coverage for loss caused by enforcement of ordinances or laws to the extent it is commercially available. Full Insurable Value shall mean the actual replacement cost of the real property (exclusive of the cost of non-insurable portions thereof, such as excavation, foundations, and footings). The coverage should include "Equipment Breakdown Coverage," which used to be and may sometimes still be referred to as "Boiler & Machinery Coverage." The "Equipment Breakdown Coverage" can be provided as part of a Commercial Property Policy or as a separate standalone placement. Where there is standalone placement, both policies should contain a joint loss Endorsement.

J. Environmental Liability

(a) Pollution Legal Liability (PLL)

If the operations of the Operator are such that they could be found liable for damages that result from the release of pollutants, including Claims of bodily injury, property damage or environmental contamination including natural resource damage from the property they owned, leased, or operated, then the Operator shall provide and maintain Pollution Legal Liability coverage with limits not less than $2,000,000 per Claim and $5,000,000 aggregate.

(b) Operator's Pollution Liability (CPL)

If the contract involves abatement, handling, removal, repair, replacement, enclosure, encapsulation and/or disposal of any pollutants, which includes but are not limited to, petroleum, petroleum product, hazardous materials or substances including asbestos, lead, fungus and those as defined by applicable State and federal laws and regulations, and the need to monitor, clean up, remove, contain, treat, detoxify, or assess the effects of a pollution-related event or condition the Operator shall procure, or otherwise obtain through an approved subcontractor, and maintain in full force and effect throughout the term of the contract, and for two years after completion hereof coverage with limits not less than $2,000,000 per Claim and $5,000,000 aggregate.

SECTION 10.03 - AUTHORITY RIGHT TO INCREASE INSURANCE AND LIMITS

The Authority reserves the right to increase the limits of insurance coverage required by this Agreement at the end of five (5) Lease Years, provided that limits shall be increased no more than one hundred percent (100%) over the previous limits.

Given the term of this Agreement and the evolving landscape of the insurance industry, all coverages contemplated herein must remain in effect for the full duration of the Agreement, even if any such coverage becomes excluded under a policy required by this Agreement at a later date. In such an event, the Operator shall be responsible for procuring the required coverage through a substitute and/or additional insurance policy to ensure continuous compliance with the insurance obligations set forth herein.

SECTION 10.04 – APPLICATION OF INSURANCE PROCEEDS

All insurance proceeds received for physical property damage to a Fueling Facility under any insurance policies required under the Lease Agreement, other than any business interruption insurance maintained as part of such insurance policies, shall be first applied to repair, reconstruct, rehabilitate, restore, renew, reinstate and replace each part or parts of the Fueling Facilities in respect of which such proceeds were received. In any case where a lender or collateral agent is named as an additional loss payee on any insurance policy, the lender or collateral agent's interest in any proceeds from the policy shall be subject to the Authority's interest and the terms of the Lease Agreement, which shall include the right of the Authority to require that all insurance proceeds be paid to a depository pending distribution for application in accordance with the Lease Agreement.

SECTION 10.05 - BONDS

The specific types and amounts of bonds that the Operator shall provide pursuant to this Agreement are:

(a) Performance - Bond covering the faithful performance of the Operator under this Agreement. The Performance Bond shall cover all obligations of the Operator except for rental payments, which shall be separately secured by the Surety Bond described below. The Performance Bond shall be in the amount of Five Million Dollars ($5,000,000).

(b) Payment Bond - Guaranteeing the payment of all labor, materials, and supplies on each specific construction project under this Agreement. The Payment Bond shall be in the amount equal to the value of the specific construction project and shall remain in place through acceptance of the project by the Authority.

(c) Surety Bond - Guaranteeing the payment of all rentals due to the Authority under this Agreement. The Surety Bond shall be in an amount equal to one year's Minimum Annual Guaranteed Rental.

(d) Construction Performance Bond - Covering the faithful performance of the Operator under this Agreement during construction of capital improvements. The bond shall be in an amount equal to each specific construction project and shall remain in place through acceptance of the project by the Authority.

SECTION 10.06 - GENERAL BOND REQUIREMENTS

(a) The Bonds shall be written by Sureties that are:
Licensed to provide surety bonds in New York State; on the U.S. Treasury Department List of Approved Sureties, and otherwise acceptable to the Authority.
The Operator shall pay the premiums for the Bonds, with the New York State Thruway Authority listed as the Oblige.
(b) The Bonds shall be dated no later than the date of execution of this Agreement, or the commencement of work, whichever is sooner. Notwithstanding the foregoing, bonds required for specific construction projects that commence after the term of the Agreement begins shall only be required for from the commencement of each specific construction project through acceptance of the project by the Authority.
(c) 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.
(d) Executed original Power of Attorney, Surety and Corporate Acknowledgement forms, and the Surety's most recent financial statement shall accompany the Bonds.
(e) The Operator shall provide a copy of these Authority Surety Bond Requirements to its insurance producer(s) and insurance carrier(s).

SECTION 10.07 - AUTHORITY RIGHT TO INCREASE BOND AMOUNTS

The Authority reserves the right to increase the amount of the Performance Bond required by Section 10.06 (a) upon the commencement of any applicable Renewal Term, provided, however, that such increased amount shall not be more than fifty percent (50%) over the amount required for the Initial Term or previous Renewal Term, whichever is applicable.

SECTION 10.08 – NOTICE AND PROSECUTION OF INSURANCE CLAIMS

(A) Reporting and Processing Claims. The Authority shall have the right, but not the obligation, to report directly to the insurers and process the Authority's claims against applicable policies of Required Insurance. Unless otherwise directed by the Authority in writing with respect to the Authority's insurance claims, the Operator shall:
(1) Be responsible for reporting and processing all potential claims by the Authority or the Operator against the Required Insurance;
(2) Timely report to the insurers under each applicable policy of Required Insurance any and all matters which may give rise to an insurance claim by the Operator and, to the extent the Operator has knowledge of or has been provided notice of the same, the Authority or another Collective Indemnitee;
(3) Promptly and diligently pursue such insurance claims in accordance with the claims procedures specified in such policies of Required Insurance; and
(4) Enforce all legal rights against the insurer under the applicable policies of Required Insurance and Applicable Law in order to collect thereon, including pursuing necessary litigation and enforcement of judgments; provided, that the Operator shall be deemed to have satisfied its obligation under this Section 10.08(A)(4) if a judgment is not collectible through the exercise of lawful and diligent means.

(B) Operator Notice and Consultation. The Operator shall:
(1) Promptly notify the Authority, and thereafter keep the Authority fully informed, of any incident, potential claim, claim or other matter of which the Operator becomes aware that involves or

could conceivably involve a Collective Indemnitee as a defendant or a claim that is being denied by an insurer; and

(2) Regularly consult with the Authority and provide any additional information reasonably requested by the Authority concerning any of the foregoing.

(C) Authority Notice. The Authority agrees to promptly notify the Operator of potential claims against the Authority and matters which are reasonably expected to give rise to an insurance claim (to the extent the Authority is aware of such potential claims and matters), and to tender to the insurer the Authority's defense of the claim under such policies of Required Insurance. The Authority shall cooperate with the Operator as reasonably necessary for the Operator to fulfill its duties hereunder, including by providing the Operator a copy of all written materials the Authority receives asserting a claim against the Authority that is subject to defense by an insurer under a policy of Required Insurance.

(D) Failure of Performance; Inability to Collect. If in any instance the Operator has not performed its obligations respecting insurance coverage set forth in this Lease Agreement or is unable to enforce and collect any such insurance for failure to assert claims in accordance with the terms of the policies of Required Insurance or to prosecute claims diligently, then, for purposes of determining the Operator's liability and the limits thereon or determining reductions in compensation due from the Authority to the Operator on account of Available Insurance, the Operator shall be treated as if it has elected to self-insure up to the full amount of insurance coverage which would have been available had the Operator performed such obligations and not committed such failure. Nothing in this Section 10.08 shall be construed to limit, modify or satisfy the Operator's indemnity obligations hereunder.

ARTICLE 11 - ASSIGNMENT AND SUBLEASE

SECTION 11.01 - GENERAL PROHIBITION

The Operator shall not assign, mortgage, sublease, subcontract or otherwise transfer, alienate or encumber all or any part of the Operator's interest in this Agreement or in the Facilities without the Authority's prior written consent.

Any attempted assignment, mortgage, subleasing, subcontracting or other transfer or encumbrance without such consent shall be null and void and shall, at the Authority's election, constitute a breach of this Agreement without any need for notice thereof to the Operator.

Without limiting the Authority's rights hereunder, the following shall be considered an attempted assignment, mortgage, sublease, subcontract, transfer or other encumbrance:

- Any sale, conveyance, assignment, or other transfer of (including installment land sale contracts), or the grant of a security interest in, all or any part of the legal and/or equitable title held by Operator to the Facilities; or
- any sale, conveyance, assignment, or other transfer by any holder of stock or ownership interest in the Operator of any of its interest in the Operator; or
- a change in control of the Operator; or any lease or contract for operation of all or any of the Facilities, other than leases and contracts approved by the Authority.

Any consent by the Authority, or any waiver under this paragraph shall not constitute a consent to, or waiver of any right, remedy or power of the Authority upon any subsequent requests or violations under this Agreement.

SECTION 11.02 - OPERATOR LIABILITY

Notwithstanding anything to the contrary contained in this Article, following any transfer, assignment, subcontract or sublease, and regardless of whether the Authority shall grant its consent thereto, the Operator shall:

(a) Remain fully liable for, and shall not be released from, all obligations owed to the Authority under this Agreement; and
(b) Remain fully responsible to the Authority for the acts and omissions of any transferee, assignee, subcontractor or sublessee.

Nothing contained in this Agreement shall create any contractual obligations on the part of the Authority with regard to any subcontractor, transferee, or sublessee of the Operator.

ARTICLE 12 - EMERGENCY CLOSING, INOPERABLE FACILITIES AND DESTRUCTION BY FIRE OR CASUALTY

SECTION 12.01 - NOTICE BY OPERATOR

In the event of any damage to, or destruction of, any of the Facilities from any cause whatsoever, the Operator shall immediately give oral notice to Thruway Statewide Operations Center (TSOC) (800) 842-2233 thereof to the Authority, followed up by written notice.

SECTION 12.02 - EMERGENCY CLOSING

In the event of emergency, including, but not limited to, partial or total destruction of any of the Facilities covered hereby, the Authority reserves the right to close or divert patrons away from a Facility when such action, in the sole discretion of the Authority, is in the best interest of the health, welfare and safety of its patrons. For purposes of clarifying Section 13.01 of this Agreement, and not in limitation, the Operator agrees that it shall not hold the Authority liable for any damages or loss of business resulting from such action.

SECTION 12.03 - PARTIAL DESTRUCTION

In the event of partial destruction of a Facility by fire or other cause, the Authority shall decide in its sole discretion whether the Operator shall continue or suspend operations in such facility. Whether or not the destroyed portion of the Facility shall be rebuilt shall be within the sole discretion of the Authority. If the Facility is not rebuilt, the Authority shall have the option to terminate this Agreement as it applies to the affected Facility in the manner provided for below in Section 12.04.

If a decision is made by the Authority to rebuild the destroyed part, the Operator shall use insurance proceeds to rebuild the part destroyed as soon as possible. The Operator's obligations under this Agreement as they pertain to a Facility shall be suspended while the operations at such facility are suspended, unless the partial destruction is due to the negligence or willful acts of the Operator or its officers, agents, contractors, subcontractors, tenants, employees, licensees or franchisees. If the Operator's financial obligations are so suspended, MAG for the applicable Facility

SECTION 12.04 - TOTAL DESTRUCTION AND AUTHORITY OPTION TO TERMINATE IN THE EVENT OF PARTIAL OR TOTAL DESTRUCTION

If a Facility is totally destroyed by fire or other cause, the Authority shall decide in its sole discretion whether the destroyed Facility shall be rebuilt. Operations will automatically be suspended until the Facility is rebuilt or a temporary facility installed. The Operator's obligations under this Agreement as they pertain to the affected Facility shall be suspended while the operations at such facility are suspended, unless the damage or destruction is due to the negligence or willful acts of the Operator or its officers, agents, contractors, subcontractors, tenants, employees, licensees or franchisees. If the Operator's financial obligations are so suspended, MAG, in one or more categories,shall be reduced by the destroyed Facility's proportionate Share, multiplied by the percentage of the Lease Year that operations are suspended. If the Authority elects to terminate the Agreement as it applies to the Facility, such percentage of the Lease Year shall be calculated from the date of occurrence to the date of termination provided, that the Operator will be appropriately compensated for its investment if the Authority decides not to rebuild. If Operator is self-insured at the time of the event, Operator's compensation may be offset against the proceeds due from Operator to Authority under the terms of the insurance requirements.

If the Authority wants the destroyed Facility rebuilt, it shall have the option of the Authority rebuilding or requiring the Operator to do so. If the Authority does not want the Facility rebuilt: (a) the Authority may terminate this Agreement as it applies to the affected Facility, by giving notice to the Operator within one

hundred and eighty (180) days of the date of occurrence, in which event the term of this Agreement as it applies to such Facility shall expire upon the tenth (10) day after such notice is given, and the Operator shall vacate the Facility and surrender the Facility to the Authority; and (b) if the damage or destruction was not due to the negligence or willful acts of the Operator or its officers, agents, contractors, subcontractors, tenants, employees, licensees or franchisees, and the Operator was not otherwise in default under this Agreement as it applies to the affected Facility, beyond any applicable notice and grace periods MAG required under this Agreement shall thereafter be reduced by the Facility's proportionate share.

The parties do hereby stipulate that neither the provisions of Section 227 of the Real Property Law of the State of New York nor those of any other similar statute shall be extended or apply to this Agreement.

Except as otherwise expressly provided herein, the partial destruction or damage or complete destruction of any Fueling Facility by fire or other casualty will not permit either Party to terminate this Agreement or entitle the Operator to demand any increase in any amounts payable to the Operator under this Agreement.

ARTICLE 13 - LIABILITY, ETHICS, CONFIDENTIALITY AND REQUIRED CERTIFICATIONS

SECTION 13.01 – LIABILITY, INDEMNIFICATION AND DEFENSE

A. Liability

Operator shall be responsible for the acts and omissions of its agents, employees, and subcontractors, and any other persons furnishing products and services on its behalf under or in fulfillment of this Agreement.

B. Indemnification and Defense

(1) To the fullest extent permitted by law, Operator shall, and require its subcontractors and any other party furnishing products and services ("Operator Parties") under this Agreement to, indemnify and save harmless, without limitation, the Authority and the State of New York (the "State"), and their respective officers, directors, board members, agents, employees, successors, and assigns ("Authority Indemnitees" and "State Indemnitees," respectively**,** and, collectively, "Collective Indemnitees") as their interests may appear, from any and all claims, suits, actions, damages, liabilities, fines, forfeitures, demands, losses, judgments, and costs of every kind and nature, and every name and description, arising from the products and services provided, or to be provided, under this Agreement ("Claims"). Such defense and indemnity shall not be limited to the insurance coverage herein prescribed.\

(2) Except as may be limited by law, in no event shall the Authority be liable to the Operator or any of the Operator Parties or any other persons in or about the Premises, for any consequential, incidental or special damages or lost profits sustained, or alleged to have been sustained by any of them or for any damage or loss suffered by the business of the Operator, from any cause whatsoever, whether said damage or injury results from conditions arising upon the Premises or from other sources.

(3) Operator shall, at its own expense, defend the Authority Indemnitees, the State Indemnitees, or the Collective Indemnitees in any action or proceeding involving any Claims that may be brought against the Authority Indemnitees, the State Indemnitees, or the Collective Indemnitees. This obligation to defend shall include all attorneys' fees, disbursements, costs, and any other expenses incurred in connection with such Claims. The Authority shall give Operator: (a) prompt written notice of any action, claim, or suit for which Operator is required to defend and indemnify the Authority; (b) the opportunity to take over, settle, or defend such action, claim, or suit at Operator's sole expense; and (c) assistance in the defense of any such action, claim, or suit at the expense of Operator. Notwithstanding the foregoing, if Operator defends the Authority Indemnitees, the State Indemnitees or the Collective Indemnitees, the Authority, and the State each reserve their respective right to join and/or participate in such action at their own expense.

(4) The Authority may retain and set-off from any amount due to Operator such monies as may be necessary to satisfy any Claim recovered against the Authority Indemnitees or the Collective Indemnitees. Neither the Operator's obligations nor the Authority's rights under this Section 13.01 shall be deemed waived by the Authority's failure to retain the whole or part of any monies due Operator, or by the failure to resolve any such Claims, prior to the release of such monies. Further, neither Operator's obligations under this Section nor the rights of the Authority Indemnitees or the State Indemnitees shall be limited or discharged by the enumeration in this Agreement, or procurement, of any insurance in any amount.

(5) Operator's indemnification and defense obligations under this Section shall include any and all Claims that may arise from any products and services provided, or to be provided, under this Agreement by Operator's agents, employees, and subcontractors, and by any other party furnishing products and services under this Agreement.

C. Survival

The provisions of this Section shall survive the expiration or termination of this Agreement.

D. Limitation of Liability

[This section intentionally omitted]

SECTION 13.02 – ETHICS

Operator and its subcontractors may hire former State agency or Authority employees. However, as a general rule and in accordance with New York Public Officers Law, former employees of the Authority may neither appear nor practice before the Authority, nor receive compensation for services rendered on a matter before the Authority, for a period of two years following their separation from Authority service. In addition, former Authority and former State employees are subject to a "lifetime bar" from appearing before the Authority or receiving compensation for services regarding any transaction in which they were directly concerned and in which they personally participated or which was under their active consideration during their tenure with the Authority or any State agency.

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

Operator shall identify and provide the Authority with notice of those employees of Operator or its subcontractors who are former employees of the Authority or New York State and who will be assigned to perform services under this Agreement. The Authority may, request that 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 Commission on Ethics and Lobbying in Government, and, if deemed appropriate by the Authority, instruct any such person to seek the opinion of the Commission on Ethics and Lobbying in Government. The Authority shall have the right to withdraw or withhold approval of any subcontractor if utilizing such subcontractor for any work performed hereunder would be in conflict with any of the Ethics Provisions. The Authority shall have the right to cancel or terminate this Agreement at any time if any work performed under or in fulfillment of this Agreement is in conflict with any Ethics Provisions.

SECTION 13.03 – CONFIDENTIALITY AND NON-DISCLOSURE

A. "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 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.

B. Confidential Information does not include information which, at the time of the Authority's disclosure to Operator: (1) is already in the public domain or becomes publicly known through no act of Operator; or (2) is already known by Operator free of any confidentiality obligations.

If Operator wants to disclose Confidential Information, it shall notify the Authority and specify the Confidential Information it wants to disclose. 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 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, 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.

C. Operator may use Confidential Information solely for the purposes of providing services to the Authority pursuant to this Agreement. Operator may make copies of Confidential Information but only to the extent necessary for the disclosures and uses permitted by this Agreement. 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. Operator may share Confidential Information with third parties: (i) that are required for Operator's provision of services to the Authority pursuant to this Agreement (e.g., consultants and subcontractors); and (ii) that agree in writing to be bound by the confidentiality provisions of this Agreement; however, Operator may share only that Confidential Information that is necessary to the third party's contribution to Operator's provision of services to the Authority pursuant to this Agreement and Operator must first obtain the Authority's prior written consent.

The Authority's disclosure of Confidential Information to Operator shall not convey to Operator any right, title, or interest in or to such Confidential Information, and this 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.

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

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. 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.

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

F. Operator agrees that breach of this Section 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.

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

SECTION 13.04 – NEW YORK STATE FINANCE LAW §§ 139-J AND 139-K CERTIFICATION

By execution of this Agreement, Operator certifies that all information Operator has provided to the Authority with respect to New York State Finance Law §§ 139-j and 139-k is complete, true, and accurate. If the Authority finds that the certification made by Operator in accordance with New York State Finance Law §§ 139-j and 139-k was intentionally false or intentionally incomplete, the Authority may terminate this Agreement for default immediately without an opportunity to cure.

SECTION 13.05 – NEW YORK STATE FINANCE LAW § 139-L

By execution of this Agreement, Operator and each person signing on behalf of Operator certifies, as to its own organization and its contractors and subcontractors, under penalty of perjury, that Operator and its contractors and subcontractors have each implemented a written policy addressing sexual harassment prevention in the workplace and provide annual 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.

SECTION 13.06 – IRAN DIVESTMENT ACT- SECTION 2879-C OF THE PUBLIC AUTHORITIES LAW

(a) As used in this Section, “person” has the meaning set forth in paragraph (e) of subdivision 1 of Section 165-a of the State Finance Law.
(b) As used in this Section “Contract” means this Agreement.
(c) Contractor hereby provides the following certification:

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 Section 165-a of the State Finance Law.

SECTION 13.07 – NEW YORK STATE HUMAN RIGHTS LAW, ARTICLE 15 OF THE EXECUTIVE LAW

The New York State Human Rights Law, Article 15 of the 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 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 Human Rights Law may also require reasonable accommodation in employment on the basis of Sabbath observance or religious practices.

Generally, the 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 New York State Executive Order No. 177, by execution of this Agreement, Contractor hereby certifies, 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 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 New York State Constitution, and Section 296(11) of the New York State Human Rights Law.

SECTION 13.08 – GENDER-BASED VIOLENCE WORKPLACE POLICY REQUIREMENT

New York State Finance Law §139-M requires proposers on competitive state procurements to certify that they have a written policy addressing gender-based violence and the workplace and that such policy meets the following minimum requirements:

- **Share Information:** Employers must provide information regarding gender-based violence where employees can see and access it, including displaying the NYS Domestic and Sexual Violence Hotline information and a gender-based violence and the workplace poster.
- **Refer Employee-Survivors to Services:** The policy must require that the employer refer employees who disclose current or past victim status to the NYS Domestic and Sexual Violence Hotline and/or a local service provider. For bidders outside of New York State, referrals should be made to a local provider or statewide hotline. While referrals are required to be provided by the employer, it is not required for the employee to access services.
- **Prohibit Retaliation:** The policy must clearly state that discrimination or retaliation against employees who identify as victims or survivors of gender-based violence is prohibited.
- **Comply with Laws:** Ensure your policy follows State law. For employers based in New York State, this means that the policy must follow the SAFE Leave Act, New York State Human Rights Law, and any other relevant laws and regulations.
- **Offer Implementation Support:** The NYS Office for the Prevention of Domestic Violence ("OPDV") is able to assist employers in developing and implementing this policy. Employers must provide information to supervisors and human resources, where available, about this technical assistance from OPDV. OPDV can be contacted at workplace@opdv.ny.gov.

SECTION 13.09 – CONFLICTS OF INTEREST

A. Operator has provided a form (Vendor Assurance of No Conflict of Interest or Detrimental Effect), signed by an authorized executive or legal representative attesting that Operator performance of the services does not and will not create a conflict of interest with, nor position Operator to breach any other contract currently in force with the Authority or the State of New York, that Operator will not act in any manner that is detrimental to any Authority or State of New York project for which Operator is rendering services.

B. Operator hereby reaffirms the attestations made in its proposal, if applicable, and covenants and represents that there is and shall be no actual or potential conflict of interest that could prevent Operator's satisfactory or ethical performance of duties required to be performed pursuant to the terms of this Agreement. Operator hereby agrees it shall have a continuing affirmative duty and obligation to notify the Authority immediately of any actual or potential conflicts of interest.

C. In conjunction with any subcontract under this Agreement, Operator shall obtain and deliver to the Authority, prior to entering into a subcontract, a Vendor Assurance of No Conflict of Interest or Detrimental Effect form, signed by an authorized executive or legal representative of the subcontractor. Operator shall also require in any subcontracting agreement that the subcontractor, in conjunction with any further subcontracting agreement, obtain and deliver to the Authority a signed and completed Vendor Assurance of No Conflict of Interest or Detrimental Effect form for each of its subcontractors prior to entering into a subcontract.

D. The Authority and Operator recognize that conflicts may occur in the future because Operator may have existing, or establish new, relationships. Operator shall have an ongoing obligation to monitor potential conflicts of interest and to notify the Authority promptly of any relationships in the future that it may create a real or potential conflict of interest. The Authority will review the nature of any relationships and reserves the right to terminate this Agreement for any reason, or for cause, if, in the judgment of the Authority, a real or potential conflict of interest cannot be cured.

SECTION 13.10 – PUBLIC WORK PROJECTS

All contractors and subcontractors submitting bids or performing construction work on public work projects or private projects covered by Article 8 of the Labor Law are required to register with the New York State Department of Labor (NYSDOL) under Labor Law Section 220-i. The required Certificate of Contactor Registration should be submitted with all eligible projects. Additional information and instructions for registering are available on NYSDOL's website: https://dol.ny.gov/bureau-public-work-and-prevailing-wage-enforcement.

Private projects subject to Article 8 of the Labor Law include those covered by Labor Law Sections 224-a (public subsidy funded projects), 224-d (renewable energy systems), 224-e (broadband projects), 224-f (climate risk-related and energy transition projects and roadway excavations.) The law defines a "contractor" as any entity entering into a contract to perform construction, demolition, reconstruction, excavation, rehabilitation, repair, installation, renovation, alteration, or custom fabrication. The law defines "subcontractor" as any entity subcontracting with an Operator to perform construction, demolition, reconstruction, excavation, rehabilitation, repair, installation, renovation, alteration, or custom fabrication, which is subject to Article 8 of the Labor Law. Operators are responsible for verifying that any subcontractors they work with are registered.

All Operators and subcontractors working in New York State must use the NYSDOL Electronic Certified Payroll Submissions system to report payrolls for public work projects and certain private construction projects receiving public funds. Payrolls must be submitted at least every 30 days for the length of the covered project. Failing to submit on time may result in penalties of up to $100 per day following a 14-day grace period.

ARTICLE 14 - AUTHORITY RIGHTS AND AUTHORITY OBLIGATIONS

SECTION 14.01 - RESERVATION OF RIGHTS GENERALLY

(A) The Authority shall have the right (at no cost to the Authority) to require the Operator to provide space at the Facilities, at locations determined by the Authority (acting reasonably) 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 Facilities.

(B) Authority Use of Portions of Facilities. The Authority reserves the right to use, or to allow any third party to use, through contract, permit or otherwise, portions of the Facilities, for purposes described in Section 14.01(A), and the Authority reserves the right to retain all revenues from such use. The Operator shall provide space at the Facilities and 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.

SECTION 14.02 - AUTHORITY ACCESS RIGHTS

(A) The Authority reserves such rights of access to the Facilities as may be necessary from time to time to perform its obligations and to otherwise administer, and exercise its rights under, this Lease Agreement. Throughout the Term, the Operator shall at all times afford the Authority and all Authority Persons every reasonable opportunity for observing the performance of the Contract Services and shall provide the Authority and its designated representatives with access to all Facilities. During any such activities, Authority Persons shall comply with the Operator's reasonable safety and security rules and regulations applicable to presence in or upon the Facilities and shall not unreasonably interfere with the Operator's performance of the Contract Services. The Operator at all times shall coordinate and cooperate and require all Operator Persons to coordinate and cooperate with the Authority and all Authority Persons to facilitate the Authority's activities under this Section. The Operator shall cause its representatives, including all Key Personnel, to be available at all reasonable times for consultation with the Authority or any Authority Person.

(B) Authority Snow Removal and De-Icing Responsibilities. The Operator acknowledges and agrees that:

(1) The Authority is responsible for the Thruway, a superhighway that, as of the Execution Date, is 570 miles in total length, consisting of 2,840 lane miles of roadway and 134 interchanges, and the Authority has maintenance responsibility for 813 bridges;
(2) The Thruway is located in a geographic region that is subject to snow and ice storms, including areas subject to lake effect snow; and
(3) The Authority has limited resources to provide such maintenance and operations.

Accordingly, the Authority's responsibility for snow and ice removal services shall be subject to an all reasonable efforts standard and in no event shall the Operator be entitled to relief hereunder in respect of any failure to provide such services if the Authority provides for snow and ice removal within 48 hours after completion of any snow event resulting in accumulation of three or more inches of snow and ice (and no subsequent snow event has occurred or is then occurring).

SECTION 14.03 - NO EVICTION, TRESPASS OR CLAIM

In no event will the Authority's exercise of its rights under this Article (Authority Rights and Authority Obligations) or any other provision of this Lease Agreement be construed as a trespass or an actual or constructive eviction, nor shall any such exercise give rise to any claim against the Authority or offset against any Rent or other amounts payable by the Operator to the Authority under this Lease Agreement.

ARTICLE 15 - MISCELLANEOUS

SECTION 15.01 – PUBLIC ANNOUNCEMENTS

Operator shall not make public announcements or public disclosures on social media, or issue news releases, or make any other public disclosures pertaining to this Agreement without the Authority's prior written consent. Operator understands and accepts that generally the Authority will not grant permission for public announcements, social media posts, news releases or other public disclosures; and will limit the use of the Authority's name to references only.

The Authority may agree in its sole discretion to provide testimonials and quotes for use in marketing materials upon request of Operator. Operator will obtain approval from the Authority before publishing any such materials. Marketing materials include but are not limited to: print, digital or online content (written or images), as well as all social media posts and promotional materials featured on Operator's or other parties' websites.

The Operator shall not install or maintain any sign anywhere on the Fueling Facilities without the Authority's prior written consent.

SECTION 15.02 – PROVISION OF INFORMATION AND DATA

All available information and documentation relating to the performance of services under this Agreement shall be made available to the Authority by the Operator without expense to the Authority.

SECTION 15.03 – NO DAMAGES FOR DELAY

Operator expressly agrees that it shall not make any charges or claims for damages against the Authority for any delays or hindrances from any cause whatsoever during the progress of any portion of the services specified in this Agreement and that the Authority shall not be liable for any damages resulting from delays or hindrances from any cause whatsoever. The Operator acknowledges that their proposal pricing includes, and the Operator has anticipated, potential delays related to environmental issues, including remediation, and/or energy availability, and that such risks are included in contract time and sum.

SECTION 15.04 - NO OWNERSHIP INTEREST

Except for the leasehold interest conveyed by the Lease Agreement, the Operator will not have an ownership interest in the Facilities. In addition, all Initial Improvements shall become the property of the Authority upon incorporation into the Facilities. 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 Facilities. 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.

SECTION 15.05 – GENERAL RESPONSIBILITY OBLIGATIONS

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

SECTION 15.06 – FORCE MAJEURE

The Operator and the Authority shall each be excused from the performance of their respective obligations hereunder to the extent each party's failure to perform such obligations is the result of acts of God, riots, insurrections, war, fire, casualty, earthquake, or other events that are beyond the reasonable control of the party seeking to be excused and that are not the fault of such party, including, but not limited to, the failure

to exercise reasonable diligence. Provided however, the Authority must concur that the Contractor's failure to perform is reasonable. Such concurrence will not be unreasonably withheld.

Further: (i) the party seeking to excuse performance must make good faith and reasonable efforts to meet its obligations hereunder; and (ii) only those services affected by the Force Majeure event shall be excused and only during such time that the Force Majeure event prevents those services from being performed. Notwithstanding anything to the contrary contained herein, and, for clarity, the Authority shall not be obligated to pay the Operator for a service affected by Force Majeure so long as the Operator is unable to deliver the affected service. If the Authority has paid in advance for such service, the Operator shall promptly refund the Authority the amount attributable to such service. The occurrence of a pandemic shall not relieve Operator from its obligations under the Agreement. The impacts of wars, global conflicts, riots insurrections, and other events on global fuel supply and prices shall not relieve the Operator from its obligations under the Agreement.

SECTION 15.07 - TIME OF THE ESSENCE

Time is expressly declared to be of the essence with respect to the performance by the Operator of all the terms and conditions of this Agreement and each and every covenant of the Operator.

SECTION 15.08 - TRADEMARK LICENSE RIGHTS

As a service to Thruway travelers and the general public, the Authority distributes helpful and relevant information through print publications, roadway signage, Fueling Facility signage, 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 Fueling Facilities. 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 requires the right to use and display certain pre-approved logos, branding elements, or service or trademarks (the "**Marks**") related to the fuel services or concepts in a manner, media, and form to be pre-approved by the Operator and/or licensor of said rights. The Operator will be required to procure or grant all licenses from all rights holders to assure the Authority that it has been granted the necessary rights to use and display the Marks for these purposes. The Operator shall, and shall cause all Operator Persons to, enter into a formal license agreement for the granting of said rights upon request by the Authority.

SECTION 15.09 - GENERAL DUTY TO MITIGATE

(A) Mitigation by the Operator. In all cases where the Operator is entitled to receive any relief from the Authority or exercise any rights, whether on account of a Supervening Event or otherwise, the Operator shall use all reasonable efforts to mitigate the relief required to be provided to the Operator under this Lease Agreement. Such mitigation measures shall include, as applicable, using all reasonable efforts to coordinate with third parties, including Utility owners and Governmental Bodies, to effectuate an appropriate response and compliance with all procedures and other requirements necessary to obtain any available waiver or exemption from Taxes that would otherwise be borne directly or indirectly by the Authority. Upon request from the Authority, the Operator shall promptly submit a detailed description, supported by all such documentation as the Authority may reasonably require, of the measures and steps taken by the Operator to mitigate and meet its obligations under this Section. The failure to exercise all reasonable efforts to mitigate relief shall be grounds for a commensurate reduction of relief under this Lease Agreement.

SECTION 15.10 - LEASE AGREEMENT ADMINISTRATION

(A) Designation of Authorized Representatives. The Authority and the Operator shall each designate in writing to the other Party an individual or individuals (with regard to the Authority, the Authority Contract Representative and with regard to the Operator, the Operator Representative) who, subject to Section 15.10(B), shall be authorized to make decisions and bind the Parties, or to obtain approval

from their respective principals which shall bind such principal, on matters relating to this Lease Agreement. A Party may change such designations by written notice to the other Party in accordance with Section 15.20 (Notices).

(B) Authority Contract Representative. The Operator understands and agrees that the Authority contract Representative has only limited authority with respect to the implementation of this Lease Agreement, and, except as expressly authorized by the Authority in accordance with the Applicable law that generally governs its affairs, cannot bind the Authority with respect to any Change Order or other Amendment. Within such limitations, the Operator shall be entitled to rely on the written directions of the Authority Contract Representative. The Authority Contract Representative shall have the right at any time to issue the Operator a written request for information relating to this Lease Agreement. Any written request designated as a "priority request" shall be responded to by the Operator within three business days.

(C) Administrative Communications. The Parties recognize that a variety of contract administrative matters will routinely arise throughout the Term. These matters will by their nature involve requests, notices, questions, assertions, responses, objections, reports, claims, and other communications made personally, in meetings, by phone, by mail and by electronic and computer communications. The purpose of this Section 15.10 is to set forth the process by which the resolution of these matters, once resolution is reached, can be formally reflected in the common records of the Parties so as to permit the orderly and effective administration of this Lease Agreement.

(D) Contract Administration Memoranda. The principal formal tool for the administration of routine matters arising under this Lease Agreement between the Parties which do not require an Amendment shall be a "**Contract Administration Memorandum**". A Contract Administration Memorandum shall be prepared, once all preliminary communications have been concluded, to evidence the resolution reached by the Authority and the Operator as to matters of interpretation and application arising during the course of the performance of their obligations hereunder. Such matters may include, for example:
  (1) Issues as to the meaning, interpretation or application of this Lease Agreement in particular circumstances or conditions;
  (2) Calculations required to be made;
  (3) Notices, waivers, releases, satisfactions, confirmations, further assurances, consents and approvals given hereunder; and
  (4) Other similar routine contract administration matters.

(E) Procedure. Either Party may request the execution of a Contract Administration Memorandum. When resolution of the matter is reached, a Contract Administration Memorandum shall be prepared by or at the direction of the Authority reflecting the resolution. Contract Administration Memoranda shall be serially numbered, dated, and signed by the Authority Contract Representative and the Operator Representative. The Authority and the Operator each shall maintain a parallel, identical file of all Contract Administration Memoranda, separate and distinct from the Amendments and all other documents relating to the administration and performance of this Lease Agreement.

(F) Effect. Executed Contract Administration Memoranda shall serve to guide the ongoing interpretation and application of the terms and conditions of this Lease Agreement.

SECTION 15.11 – AMENDMENTS

No material change, alteration, revision or modification of the terms and conditions of this Lease Agreement shall be made except through a written amendment to this Lease Agreement (an "**Amendment**") duly authorized, approved or ratified by the Authority in accordance with Applicable Law and duly authorized by the Operator. Amendments shall be dated and signed by representatives of the Parties with all requisite authority to bind the Parties in connection with any such Amendment.

SECTION 15.12 - AUTHORITY APPROVALS AND CONSENTS

When this Lease Agreement requires any approval or consent by the Authority to an Operator submittal, request or report, the approval or consent shall, within the limits of the authority of Section 15.10(B), be given by the Authority Contract Representative in writing and such writing shall be conclusive evidence of such approval or consent, subject only to compliance by the Authority with the Applicable Law that generally governs its affairs. Unless expressly stated otherwise in this Lease Agreement, and except for requests, reports and submittals made by the Operator that do not, by their terms or the terms of this Lease Agreement, require a response or action, if the Authority does not find a request, report or submittal acceptable, it shall provide written response to the Operator describing its objections and the reasons therefor within 30 days of the Authority's receipt thereof. If no response is received, the request, report or submittal shall be deemed rejected unless the Authority's approval or consent may not be unreasonably delayed by the express terms hereof, in which case, the request, report or submittal shall be deemed accepted.

SECTION 15.13 – WAIVERS

Any waiver of, or consent to depart from, the requirements of any provision of this Lease Agreement shall be approved in the discretion of the Party giving it and shall be effective only if it is in writing by such Party, and only in the specific instance, for the specific time, subject to the specific conditions and for the specific purpose for which it has been given. There shall be no estoppel against the enforcement of any provision of this Lease Agreement by the Authority, except by written instrument.

SECTION 15.14 - ACTIONS OF THE AUTHORITY ENTITIES IN THEIR GOVERNMENTAL CAPACITY

Nothing in this Lease Agreement shall be interpreted as limiting the rights and obligations of any Authority Entity (or any department or agency thereof) under Applicable Law in its governmental capacity (including police power actions to protect health, safety and welfare), or as limiting the right of the Operator to bring any action against any Authority Entity (or any department or agency thereof), not based on this Lease Agreement, arising out of any act or omission of such Authority Entity (or any department or agency thereof) in its governmental capacity.

SECTION 15.15 - COMPLIANCE WITH MATERIAL AGREEMENTS

The Operator shall comply with its obligations under agreements of the Operator which are material to the performance of its obligations under this Lease Agreement. The Authority shall comply with its obligations under agreements of the Authority which are material to the performance of its obligations hereunder.

SECTION 15.16 - NOTICE OF LITIGATION

In the event the Operator or the Authority receives notice of or undertakes the defense or the prosecution of any Legal Proceedings, claims, or investigations in connection with the Project, the Party receiving such notice or undertaking such defense or prosecution shall give the other Party timely notice of such proceedings and shall inform the other Party in advance of all hearings regarding such proceedings.

For purposes of this Section only, "timely notice" shall be deemed given if the receiving Party has a reasonable opportunity to provide objections or comments or to proffer to assume the defense or prosecution of the matter in question, given the deadlines for response established by the relevant rules of procedure.

SECTION 15.17 - FURTHER ASSURANCES

The Parties will do, execute and deliver, or will cause to be done, executed and delivered, all such further acts, documents (including certificates, declarations, affidavits, reports and opinions) and things as the

other may reasonably request for the purpose of giving effect to this Lease Agreement or for the purpose of establishing compliance with the representations, warranties and obligations of this Lease Agreement.

SECTION 15.18 - SUCCESSORS AND ASSIGNS

The terms, covenants, conditions and agreements contained in this Agreement shall bind and inure to the benefit of the Authority and the Operator and to their respective legal representatives, successors and assigns.

SECTION 15.19 - APPENDIX A

Notwithstanding anything to the contrary contained in Appendix A, nothing in Appendix A shall limit the effect of any provisions of this Agreement that are more favorable to the Authority than the terms of Appendix A.

SECTION 15.20 – NOTICES

All notices permitted or required to be given hereunder, except for service of process as specified in Appendix A, shall be in writing, and shall be transmitted using one of the following methods:

- Nationally Recognized overnight courier service (costs pre-paid)
- Certified United States mail, return receipt requested;
- Electronic mail (e-mail) transmission; or
- Personal delivery.

Authority: [Name/Title of Authority personnel receiving Notice]
New York State Thruway Authority
200 Southern Boulevard
Albany, New York 12209

Contractor: [Name]
[Title]
[Address]

Notices shall be deemed to be given to a party: (a) when delivered to the appropriate address, if sent by nationally recognized overnight courier service or if delivered by hand; (b) when received or rejected if sent by certified mail, return receipt requested; or (c) when transmitted, if sent by electronic mail with confirmation of transmission by the intended recipient.

SECTION 15.21 - STANDARD CONTRACT CLAUSES, APPENDICES AND EXHIBITS INCORPORATED BY REFERENCE

Contractor agrees to comply with all of the terms and conditions set forth in Appendix A and in the other Appendices and Exhibits listed directly below, which are attached hereto and expressly made a part of this Agreement as fully as if set forth at length herein.

Appendix A Standard Clauses For New York State Thruway Authority Contracts

Appendix B Inventions Policy

Appendix D Network Connection Requirements (TAP – 372)

Appendix J Cybersecurity Requirements

Exhibit L1 Definitions

Exhibit L2 Supervening Events

Exhibit L3 New York State Certified Minority/Women/Service-Disabled Veteran-Owned Business Enterprises Goal Requirements And Procedures For Participation

Exhibit L4 Authority Supplemental Insurance Certificate (TA-W51343)

Supplement 1 Vendor Assurance of No Conflict of Interest or Detrimental Effect Form

Supplement 2 Certification Under Executive Order No. 16 Prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia

Attachment A RFP 24C20 – NYS Thruway Authority Fueling Facilities

Attachment B Contractor's Proposal

Attachment C Contractor's Statement of Work

Attachment D Contractor's Fueling Services Financial Proposal Form

If any conflict or discrepancy should arise in the terms, conditions, or technical documents of this Agreement or the interpretation thereof, the order of precedence for resolution shall be:

1. Appendix A
2. Agreement including all other Appendices
3. Attachment A – RFP 24C20– Operation of Fueling Facilities
4. Attachment B - Contractor's Proposal

APPENDIX D

Network Connection Requirements

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 contract term 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.

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.

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 J

Cybersecurity Requirements

Appendix J
Cybersecurity Requirements

The Vendor, systems, network, and interfaces shall comply with all Thruway Authority and New York State policies and standards for the applicable security and privacy controls, located at http://www.its.ny.gov/eiso/policies/security.

The Vendor shall comply with all applicable US cybersecurity government regulations, Federal and NYS laws, and best practices. In the event, the system is determined to be out of compliance with applicable security controls, the Vendor shall correct such deficiencies pursuant to a remediation plan approved by the Thruway Authority.

Non-Disclosure and Data Protection:
The Vendor shall not disclose any confidential information obtained by vendor, its agents, subcontractors, officers, distributors, resellers or employees in the course of performing its obligations, including without limitation, security procedures, business operations information, or commercial proprietary information in the possession of the Thruway Authority hereunder or received from another third party, shall not be divulged to any third parties without the prior written consent of the Thruway Authority. The Vendor shall take commercially reasonable steps to inform its agents, Subcontractors, officers, distributors, resellers, or employees of the obligations arising under this clause to ensure such confidentiality.

Notification of Data Breach:
The Vendor shall notify the Project Manager or Thruway Authority's authorized representative and email to CyberSecurityAlert@thruway.ny.gov as well, upon discovery of any security incident that may threaten or compromise the confidentiality, integrity, or availability of information or network infrastructure within 24 hours.

The Vendor shall Comply with applicable laws and cooperate with the Thruway Authority's investigation, including providing relevant records and supporting law enforcement efforts. The Vendor must submit a corrective action plan within 10 days, detailing the cause, measures to address vulnerabilities, and a timeline for resolution. After the incident response, the Vendor shall provide a written final incident analysis report, including details such as the incident's root cause, timeline, scope, impact, corrective actions taken, etc.

Destruction of Data:
All Thruway Authority Data (whether in physical or electronic form, or cloud hosted data), including copies, reproductions, and derived materials must be either returned to the Thruway Authority or irreversibly destroyed by the Vendor and its personnel upon the Thruway Authority's request or when no longer subject to the Vendor's internal retention policies, whichever occurs first. Data destruction can include the following methods as applicable:

- Shredding physical documents.
- Wiping device memory on all equipment, databases, servers, cloud storage, and electronic media.
- Sanitizing storage media, temporary files, and backup files containing Thruway Authority Data.

Upon request, the Vendor must provide certification within 14 days confirming the destruction of all Thruway Authority Data, including backups.

Compliance with Applicable Laws, Security Policies, and Procedures

The Vendor must implement and maintain security measures to prevent unauthorized access to or disclosure of Thruway Authority Data. The Vendor shall comply with Thruway Authority and New York State security policies, standards, and applicable laws and maintain security measures aligning with Exhibit 1 requirements.

The Vendor must Cooperate with annual or incident-triggered cybersecurity reviews. Such reviews will be coordinated by the Thruway Authority's Project Manager, Information Security, Information Technology, or other individual(s) or department as designated by the Thruway Authority.

Data Restrictions – No transmission of Authority data outside of the United States

The Vendor shall not access, transmit, transfer, or store Thruway Authority data, personal information, or any provided information labeled as "confidential" or "sensitive" outside the United States without prior written approval from the Thruway Authority, which may be withheld at its discretion.

Data storage in countries on the OFAC Sanctions List Sanctions Programs and Country Information | Office of Foreign Assets Control or others identified by the Thruway Authority is prohibited.

Cybersecurity Training:

The Vendor must ensure personnel with access to the Thruway Authority system and data complete cybersecurity awareness training upon hire and recertify annually thereafter. The Vendor shall maintain training records and provide confirmation upon request. The Thruway Authority is not responsible for any costs associated with such training.

Software, Hardware, Firmware, and other Technology Components:

For IT products (software, hardware, or firmware) provided under the contract, the Vendor must ensure compliance with secure development lifecycle practices, provide timely updates to address vulnerabilities, disclose known backdoors, and follow Original Equipment Manufacturer (OEM) recommended security controls.

Unless otherwise agreed in writing by the Thruway Authority, the Vendor's software application must function as outlined in the agreed-upon Statement of Work (SoW) and operate within an environment such as operating systems and database platforms that are actively supported and not run on end-of-life (EOL) system components. If the scope of work expands or includes software, hardware, or firmware, the Thruway Authority reserves the right to impose additional cybersecurity requirements to address it.

Conflict:

In the event of a conflict between Cybersecurity requirements, Exhibit 1 requirements, or other contract terms and conditions, the most stringent provisions shall apply.

Exhibit 1

The Vendor shall comply to the following minimum safeguarding requirements and procedures to ensure the confidentiality, integrity, and availability of the Information Systems and the data they process in the development and deployment of the system:

- Limit information system and underlying systems access to authorized users, processes, and devices only. Implement role-based access control (RBAC) to ensure that users can only access data and features necessary for their roles.
- Ensure all implementation services thoroughly address the security hardening of the systems and applications. This hardening must include but is not limited to, turning off unnecessary features based on the Statement of Work (SoW) and implementing a 'least privilege' access model for all users and service accounts.
- Enforce multi-factor authentication for internet-facing and remote access to internal systems and require strong passwords for internal access.
- Ensure encryption methods for data-in-motion and data-at-rest comply with the New York State Office of Information Technology Services Encryption Standard (NYS-S14-007).
- Verify and authenticate all users, processes, and devices accessing the organizational information systems. Limit physical access to information systems, equipment, and operating environments only to authorized personnel.
- Follow a Secure Software Development Lifecycle (SDLC). Ensure third-party libraries, components, and APIs are kept up to date and maintained at their latest stable versions within the released application.
- Protect against malicious code and maintain integrity of data within all information systems. Validate all data inputs to prevent malicious data injection or corruption.
- Identify, and report vulnerabilities or flaws through scans, and third-party penetration testing. Ensure vulnerabilities are remediated promptly.
- Monitor and promptly address any unauthorized access or suspicious activity. Maintain logs of access and system activities to support audits and investigations as required.

EXHIBIT L1

Definitions

EXHIBIT L1
DEFINITIONS

This Exhibit L1 sets forth definitions applicable to the Request for Proposals (RFP No. 24C20) and Exhibit 3 – Key Terms for Agreement. Capitalized terms used but not defined in the RFP or Exhibit 3 shall have the meanings set forth herein.

Defined Terms

Affiliate - Means, with respect to any Person, any other Person that directly or indirectly controls, is controlled by, or is under common control with, such Person. As used herein, "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by contract, or otherwise.

Agreement / Lease Agreement – Means the lease agreement entered into between the Authority and the Operator, including all appendices, exhibits, schedules and amendments.

Annual Rent - Means, for any Lease Year, the total amount of Rent payable by the Operator to the Authority for such Lease Year, including Operational Rent and any Minimum Annual Guaranteed Rent, as applicable, and excluding Additional Rent unless expressly included.

Applicable Law – Applicable Law" means: (1) any federal, State of New York (sometimes referred to herein as "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; and (3) any governmental approval; and (4) the applicable policies of the Authority.

Authority - Means the New York State Thruway Authority, a public corporation organized and existing pursuant to Article 2, Title 9 of the New York State Public Authorities Law.

Authority Representatives - Means the Authority and any of its officers, employees, agents, consultants, contractors, inspectors, engineers, auditors, advisors, or other persons designated by or acting on behalf of the Authority.

Business Days - Means calendar days other than Saturdays, Sundays, and days on which banks in Albany, New York are authorized or required by law to close.

Capital Improvements - Means the Initial Improvements and any other capital improvements, alterations, or betterments to the Facilities that are required by or authorized pursuant to this Agreement, including any Subsequent Capital Improvements approved by the Authority.

Capital Investment – Means all capital expenditures made or required to be made by the Operator for the design, construction, reconstruction, renovation and improvement of the Fueling Facilities, including the Initial Improvements.

Change in Costs - Means any demonstrable increase or decrease in the Operator's actual, reasonable, and verifiable costs incurred in performing the Contract Services that results directly from a compensable event expressly recognized under the Agreement.

Commencement Date – Means the date or dates (for individual Facilities) on which actual performance, or services under the Lease Agreement begins.

Construction Work - Means all construction activities performed in connection with the Initial Improvements and any authorized Capital Improvements, including demolition, installation, reconstruction, and related physical work at the Facilities, as required or permitted under this Agreement.

Contract Services - Means all services required to be performed by the Operator under the Agreement, including redevelopment, operation, maintenance, management, staffing, reporting, and compliance obligations, as further described in the RFP and Exhibit 3.

Contract Standards - Means all standards, requirements, specifications, performance criteria, plans, and other obligations governing the performance of the Contract Services and the Project, as set forth in this Agreement, including all applicable Appendices, Exhibits, and schedules, as amended from time to time in accordance with this Agreement.

Detail Design Document - Means the completed, Fueling Facility–specific design documentation, prepared by or on behalf of the Operator and submitted to the Authority for review and approval, that sets forth the final architectural, engineering, technical, and construction details for the Initial Improvements or other approved Capital Improvements, prepared in accordance with this Agreement, the Contract Standards, and applicable Design and Construction Requirements.

Effective Date - Means the date on which this Agreement becomes effective in accordance with its terms, including receipt of all required approvals.

Encumbrance - Means any lien, mortgage, pledge, security interest, encroachment, charge, claim, covenant, condition, restriction, easement, right of way, option, lease, license, or other agreement, instrument, defect, or interest in or affecting title to real or personal property.

Environmental Management Plan("EMP") Means, for each Fueling Facility, a site-specific plan prepared by the Operator and approved by the Authority that sets forth the procedures and measures for compliance with applicable environmental laws, Governmental Approvals, and Contract Standards, including the requirements of RFP Exhibit 8 (Design and Construction Requirements) and RFP Exhibit 9 (Environmental Information).

Event of Default – Means any event or condition constituting a default by the Operator under the Agreement entitling the Authority to exercise remedies.

Execution Date - Means the date on which the Lease Agreement is executed by the Authority.

Expiration Date – means the scheduled, final, fixed date when the Agreement ceases to be valid and enforceable, marking the natural end of obligations for the parties and/or completion of the duties under the Agreement. Expiration does not mean termination.

Financial Close Date - Means the date on which the Operator completes the initial closing of the Financing Documents for the Project and Project Debt becomes effective and available to fund the Project or the Facilities.

Financing Documents - Means any loan agreement, credit agreement, note, indenture, bond, mortgage, deed of trust, security agreement, pledge agreement, assignment, financing statement, guarantee, intercreditor agreement, or other agreement or instrument evidencing or securing indebtedness of the Operator incurred in connection with the Project or the Facilities, including any amendments, modifications, supplements, replacements, or refinancings thereof.

Fueling Facility / Facilities – Means the fueling areas, forecourts, canopies, kiosks, retail buildings, fuel dispensing infrastructure, pavement, striping, signage, utilities and anything else within the Leased Premises, unless otherwise specifically noted within the RFP or Lease Agreement

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GAAP – Means Generally Accepted Accounting Principles.

Good Industry Practice - Means the exercise of that degree of skill, diligence, prudence, efficiency, foresight, and timeliness that would reasonably and ordinarily be expected from a skilled and experienced operator engaged in the same type of undertaking under the same or similar circumstances.

Governmental Approvals - Means all permits, licenses, approvals, authorizations, consents, certificates, determinations, variances and exemptions of any Governmental Body required to be obtained or maintained in connection with the Project, the Facilities, or the performance of the Contract Services.

Governmental Body - Means any federal, state, or local government or political subdivision thereof, or any agency, authority, instrumentality, court, tribunal, or regulatory body exercising governmental, quasi-governmental, or supervisory authority.

Gross Sales – "Gross Sales" shall be defined as the amounts generated from the sale of all non-fuel items at the Fuel Service Facilities, including, but not limited to, foods, beverages, commodities, merchandise, articles and services, rental of equipment, prepaid product commissions, money order fees and the amounts generated from non-fuel sales of any nature whatsoever on the Fuel Service Facilities; whether sold for consumption or use on or off the Premises, without deduction for cost of merchandise or rentals of any kind whatsoever; and MHD EV Charging gross sales Without limiting the foregoing, "Gross Sales" shall include income from sales of cigarettes sold in packs and cigarettes sold in cartons above the applicable New York State minimum price.

"Gross Sales" shall not include income from: sales of gasoline, diesel or other motor fuel or kerosene, retail sales taxes, merchandise deposits, sale price of returned merchandise, sales of lottery tickets, sales of E-ZPass Tags, ATM fees, and sales of cigarette cartons sold at the applicable New York State minimum price.

Revenue from food, beverage, or other self-serve vending machines operated by the New York State Commission for the Blind ("Commission") under its Business Enterprise Program ("BEP") are NOT included in Gross Sales; however, If, at any time during the Lease Term, the Commission decides not to operate some or all of the vending machines through the BEP, the Successful Proposer will be responsible for those machines. Any revenue generated by vending machines operated by the Successful Proposer shall be included in Gross Sales.

Hazardous Substances - Means any hazardous, toxic, or polluting substance, material, or waste, including petroleum, petroleum products, regulated substances, and any substance defined, listed, or regulated as hazardous or toxic under Applicable Law.

Initial Improvements - Means the initial reconstruction, renovation, and substantial improvements to the Fueling Facilities required to be performed by the Operator during the Redevelopment Period, as described in the RFP and Article 7 of Exhibit 3.

Intellectual Property - Means all intellectual property and proprietary rights of any kind, including copyrights, patents, trademarks, service marks, trade names, trade secrets, moral rights, database rights, and all other similar rights, whether registered or unregistered, together with all applications and registrations therefor.

Lease Year – Means each consecutive twelve-month period during the Term of the Agreement, or partial period at the beginning or end thereof.

Leasehold Mortgage - Means any mortgage, deed of trust, or similar security instrument granted by the Operator encumbering the Operator's leasehold interest in this Agreement, as permitted pursuant to Article 5 (Financing and Rent).

Legal Proceedings - Means any action, suit, arbitration, mediation, hearing, investigation, inquiry, claim or proceeding, whether civil, criminal, administrative, or judicial, pending or, to the knowledge of the applicable Person, threatened.

Lien - Means any mortgage, deed of trust, pledge, security interest, financing statement, charge, attachment, judgment, levy, tax lien, mechanic's lien, materialman's lien, or other encumbrance of any kind securing the payment of a debt or performance of an obligation.

Minimum Annual Guarantee Rent (MAG) - Means the minimum amount of Rent required to be paid by the Operator to the Authority for a Lease Year (the sum of all categories, per site, noted in Exhibit 7), as specified in this Agreement (or the applicable schedule), regardless of the amount of Operational Rent generated during such Lease Year.

Material Contract Party - Means any Person that is a counterparty to a Project Contract that is material to the design, construction, operation, maintenance, or performance of the Contract Services, as reasonably determined by the Authority.

Motor Fuel Volume Rent - Means the portion of Rent payable to the Authority that is calculated based on the volume of motor fuel sold at the Facilities during a Lease Year, as determined in accordance with the rent provisions of this Agreement.

No Better and No Worse Position – Means a position in which the Operator is neither economically advantaged nor disadvantaged relative to the position it would have occupied absent a Change.

Non-Fuel Rent - Means the portion of Rent payable to the Authority that is attributable to nonfuel product sales conducted at the Facilities during a Lease Year, as determined in accordance with the rent provisions of this Agreement.

Operator – Means the entity that enters into the Lease Agreement with the Authority and is responsible for performing the Contract Services. Upon execution of the Lease Agreement, the Successful Proposer shall become the Operator.

Operator Person - Means the Operator and any of its Affiliates and their respective officers, directors, members, managers, employees, agents, contractors, subcontractors, consultants, and representatives.

Operational Rent – Means the total of: the product of the cents-per gallon based on the total gallons of fuel delivered; plus; a percentage of Gross Sales derived from Non-Fuel Products; plus a percentage of Gross Sales derived from MHD EV Charging.

Parties - Means, collectively, the Authority and the Operator. "Party" means either one of them, individually.

Prohibited Person - Means any person that the Operator is prohibited from engaging or employing pursuant to this Agreement, including due to debarment, suspension, non-responsibility, ethics restrictions, or other applicable procurement or compliance requirements.

Project Contractor or Subcontractor - Means any contractor, subcontractor, consultant, vendor or supplier engaged by the Operator in connection with the design, construction, operation, maintenance, repair, or improvement of the Facilities or the performance of the Contract Services.

Project Contracts - Means all contracts, subcontracts, agreements, and purchase orders entered into by the Operator or any Project Contractor in connection with the design, construction, operation, maintenance, repair, or improvement of the Facilities or the performance of the Contract Services, including any amendments thereto.

Project Debt - Means all indebtedness of the Operator incurred to finance or refinance the development, design, construction, improvement, equipping, operation, or maintenance of the Project or the Facilities, including principal, interest, fees, expenses, and other amounts owing thereunder, and evidenced by or arising under the Financing Documents.

Redevelopment Period - Means the period during which the Initial Improvements are designed, constructed, and implemented for a Fueling Facility, as set forth in the Agreement.

Redevelopment Plan – Means the plan submitted with the Proposal and approved by the Authority describing the scope, sequencing and schedule of Initial Improvements for each Fueling Facility.

Redevelopment Work - Means the design, construction, reconstruction, renovation, and other work required to implement the Initial Improvements and any authorized Capital Improvements at a Fueling Facility, as performed during the applicable Redevelopment Period in accordance with this Agreement.

Regulated Site Condition - Means the presence, release, spill, leak, discharge, migration, or disposal of any Hazardous Substance, petroleum, petroleum product, or other regulated substance at, on, under, or from a Facility or Fueling Area that requires investigation, reporting, monitoring, removal, remediation, or other response action under Applicable Law.

Relief Event - Means the occurrence of an event or circumstance expressly identified in this Agreement as giving rise to an entitlement to schedule relief, performance relief, and/or compensation relief to the Operator, to the extent and subject to the procedures, limitations, and conditions set forth in this Agreement

Scheduled Opening Date - Means the date for each Facility by which the Opening Date for such Facility will be required to have occurred.

Separate Contractor - Means any contractor, subcontractor, consultant, vendor, or other third party engaged by the Authority or another party, other than the Operator or any Operator Person, to perform work or services at or in the vicinity of the Facilities.

Service Area Operator - Means the entity that operates one or more service areas along the Thruway pursuant to a separate agreement with the Authority, and that is responsible for the operation of food, retail, restrooms, parking, and related service-area facilities that may be located on or adjacent to a Fueling Area.

Subsequent Capital Improvements - Means any Capital Improvements, other than the Initial Improvements, that are undertaken after completion of the Initial Improvements and that are authorized pursuant to this Agreement, including through a Change Order.

Successful Proposer – Means the Proposer selected by the Authority pursuant to the RFP to enter into the Lease Agreement.

Supervening Event - Means any event or circumstance that occurs after the Commencement Date and that is beyond the reasonable control of the Operator, was not caused by Operator Fault, and could not have been avoided or mitigated by the exercise of Good Industry Practice, which materially and adversely affects the Operator's ability to perform its obligations under this Agreement or to meet any applicable schedule, including the achievement of a Scheduled Opening Date.

Termination Date - Means the effective date on which this Agreement expires or is terminated in accordance with its terms, as specified in the applicable notice or determined pursuant to this Agreement.

Transition Period - Means the period commencing on the Effective Date and ending on the date on which the Operator commences operations of the applicable Facilities in accordance with this Agreement, during which the Operator performs the transition activities described herein; and at the end of the Lease, the period commencing on the Expiration or Termination Date whereby the Operator ensures a smooth transition to any incoming operator.

Transition Plan - Means the plan describing the orderly transition of operations, personnel, systems, inventory, and branding from the prior operator to the Operator, ensuring continuity of service at the Fueling Facilities.

EXHIBIT L2

Supervening Events

EXHIBIT L2
SUPERVENING EVENTS

SECTION 1.01 - Supervening Events Generally

(A) Extent of Relief Available to Operator. Subject to Section 1.01(E), if a Supervening Event occurs, the Operator may seek relief from its obligations, may seek extensions of time, and may claim compensation, as and to the extent provided in this Exhibit L2 (Supervening Events). The Operator shall be entitled to compensation relief pursuant to this Exhibit L2 (Supervening Events) solely in the event of the occurrence of a Relief Event.

(B) Effect of Force Majeure on Obligations. Neither Party shall be entitled to bring a claim for a breach of obligations under this Lease Agreement by the other Party or incur any liability to the other Party for any losses or damages incurred by that other Party to the extent that Force Majeure occurs and the affected Party is prevented from carrying out obligations by that Force Majeure. During the continuance of any Force Majeure, the affected Party shall be excused from performing those of its obligations directly affected by such Force Majeure. If the Operator is the affected Party, the Operator's rights and obligations in respect of the relevant Force Majeure shall be as set forth in this Exhibit L2 (Supervening Events). If the Authority is the affected Party, the Authority shall promptly notify the Operator of the occurrence of such Force Majeure, which notice shall include:

(1) The date of its commencement;
(2) Its effect on the obligations of the Authority hereunder; and
(3) Any action proposed by the Authority to mitigate its effect.

Without limiting any obligation under this Exhibit L2 (Supervening Events), as soon as practicable following notification of any Force Majeure, the Parties shall consult with each other in good faith and use all reasonable efforts to agree on appropriate terms to mitigate the effects of the Force Majeure and facilitate the continued performance of this Lease Agreement. The affected Party shall notify the other Party as soon as practicable after the Force Majeure ceases or no longer causes the affected Party to be unable to comply with its obligations under this Lease Agreement.

(C) Mitigation Given Effect. Any relief to which a Party is entitled under this Exhibit L2 (Supervening Events) on account of a Supervening Event shall be adjusted to account for the effect of the mitigation measures which were or should have been taken by the Party in compliance with its duty to mitigate under Section 15.09.

(D) Applicable Law Compliance. Nothing in this Exhibit L2 (Supervening Events) shall be interpreted as relieving the Operator of its obligation, following any and all Supervening Events, to comply with Applicable Law in the performance of the Contract Services.

(E) Limitations on Operator Relief. The Operator shall not be entitled to Supervening Event relief hereunder, and a Supervening Event shall not be deemed to have occurred, to the extent the occurrence or effect of any event or circumstance, including any event or circumstance identified in the definitions of Relief Event and Force Majeure, results from the willful or negligent act, error or omission, or breach of this Lease Agreement on the part of any Operator Person, including any Operator Fault. Supervening Event relief hereunder shall be limited to that relief which properly reflects the interference with performance, the time lost, or the amount of the increased cost (as applicable), in each case, as a direct result of the occurrence of the Supervening Event and only to the minimum extent reasonably arising as a result of the Supervening Event.

(F) No Relief from Payment Obligations Accrued and Owing. No Supervening Event shall serve to excuse the Operator from performing its obligations to pay monies previously accrued and owing to the Authority.

(G) Services Not Affected; Resumption of Performance. The Operator shall perform all Contract Services not affected by the Supervening Event. Promptly following the occurrence of a Supervening Event, the Operator shall use all reasonable efforts to eliminate the cause and consequences thereof and resume performance of the Contract Services affected by the Supervening Event.

(H) Certain Adjustments in the Scheduled Opening Dates. The terms and conditions set forth in Section 1.02 and Section 1.04 shall govern in the event the Operator seeks relief based on the occurrence of the circumstances described in Section 7.05(C)(3) or Section 7.05(C)(4). In each such circumstance, the Operator shall only be entitled to an adjustment in the applicable Scheduled Opening Date (subject to compliance with the Operator's duty to mitigate under Section 15.09 and the Operator shall not be entitled to any other relief hereunder.

SECTION 1.02 - Procedures Relating To Supervening Events

(A) Notice and Written Report. In order to assert an entitlement based on the occurrence of a Supervening Event or any entitlement under Section 7.5(C), the Operator shall give notice of the occurrence to the Authority Contract Representative as soon as practicable, and in any event within 15 days after the date the Operator has knowledge that a Supervening Event has occurred under this Agreement. The Operator's notice shall include a written report:

(1) Describing the Supervening Event and the cause thereof, to the extent known;
(2) Stating the date on which the Supervening Event began and its estimated duration, to the extent known;
(3) Summarizing the consequences of the Supervening Event and the expected impact on the performance of the Operator's obligations under this Agreement; and
(4) Indicating the nature and scope of the Operator's potential entitlement to relief.

(B) Updates. The Operator shall provide the Authority Contract Representative with periodic updates, together with further details and supporting documentation, as it receives or develops additional information pertaining to the Supervening Event and the matters described in Section1].02(A). In particular, the Operator shall notify the Authority Contract Representative as soon as the Supervening Event has ceased and of the time when performance of its affected obligations can be resumed.

(C) Submittal of Relief Request. The Operator shall submit to the Authority Contract Representative a further notice making its request for specific relief, the basis therefor and the event giving rise to the requested relief (the "**Relief Request**") within 30 days after the notice referred to in Section 1.02(A). If the specific relief cannot reasonably be ascertained within such 30-day period, the Operator shall furnish the Relief Request within such longer period as is reasonably necessary (in any event not more than 90 days after the notice referred to in Section 1.02(A)) to detail the event and ascertain such relief.

(D) Delay in Notification. There shall be strict compliance with the notification requirements contained in this Exhibit L2 (Supervening Events). If any notice or any required information is submitted by the Operator to the Authority Contract Representative after the dates required under Section 1.02(A) and Section 1.02(C), then the Operator's entitlement to relief hereunder due to the occurrence of the Supervening Event shall be deemed to have been waived and the Operator shall have no rights to any further relief hereunder based upon the occurrence of such Supervening Event notwithstanding:

(1) Any contrary provision of this Lease Agreement;
(2) Actual notice or knowledge on the part of the Authority or any Authority Person; or
(3) Any alleged lack of prejudice to the Authority from the late notice.

(E) Multiple and Overlapping Claims. The Operator may make multiple but not duplicative claims with respect to a Supervening Event.

(F) Burden of Proof and Mitigation. The Operator shall bear the burden of proof in establishing the occurrence of a Supervening Event and the entitlement to relief based thereon, and shall demonstrate that the Operator complied with its mitigation obligations under Section 15.09.

(G) Authority Response. Within 30 days after receipt of a Relief Request by the Operator pursuant to Section 1.02(C), the Authority shall issue a written determination as to the extent, if any, to which it concurs with the Operator's request, and the reasons therefor.

(H) Agreement or Dispute. The agreement of the Parties as to the specific relief to begiven the Operator on account of a Supervening Event shall be evidenced by a Change Order, an Amendment or other written agreement of the Parties, as applicable. Either Party may refer any dispute for resolution.

(I) Certifications. Each submittal made under this Section 1.02 by the Operator shall be accompanied by a certification of the Operator Representative that the submittal is made in good faith; that the supporting data are complete and accurate at the time of the submittal to the actual knowledge of the Operator, after due inquiry; and that the requested relief accurately reflects the relief to which the Operator reasonably believes it is entitled. The Operator shall have no entitlement to relief for uncertified claims.

SECTION 1.03 - Allowable Relief for Supervening Events

(A) Entitlement to Relief. If the Operator has complied with its obligations under this Exhibit L21 (Supervening Events) and demonstrated that a Relief Event or Force Majeure event has occurred (regardless of whether such event has concluded or is continuing), then, in the case of a Relief Event, the Operator shall be entitled to the relief specified in Section 1.3(B) and, in the case of a Force Majeure event, the Operator shall be entitled to the relief specified in Section 1.3(C).

(B) Relief Events. Subject to Section 1.03(A), if and to the extent that a Relief Event materially expands the scope or materially interferes with, delays, or increases the cost of performing the Contract Services in accordance herewith, the Operator shall be entitled to the following, as applicable and subject, in each case, to Section 1.1(E):

(1) Relief from its performance obligations;
(2) Subject to Section 1.04, an adjustment to the schedule for the Initial Improvements that has been accepted by the Authority and set forth in the Fueling Facility-specific Redevelopment Plan and to the Scheduled Opening Date, as applicable, or other appropriate schedule relief;
(3) For any Relief Event other than a Covered Regulated Site Condition, compensation relief in accordance with Section 1.05;
(4) Except as specified in items (3) of this Section 1.03(B) in respect of Covered Regulated Site Conditions, any combination of items (1) through (3) of this Section 1.03(B).

For clarity, compensation relief in respect of any Covered Regulated Site Condition is limited to schedule relief. and the Operator shall not be entitled to compensation relief pursuant to Section 1.05(A) in respect of any Covered Regulated Site Condition. In addition, performance relief in respect of any Covered Regulated Site Condition shall not be construed to limit the Operator's obligations under Section 6.08.

(C) Force Majeure. Subject to Section 1.03(A), if and to the extent that a Force Majeure event materially expands the scope or materially interferes with, delays, or increases the cost of performing the Contract Services in accordance herewith, the Operator shall be entitled to the following, as applicable and subject, in each case, to Section 1.01(E):

(1) Relief from its performance obligations;
(2) Subject to Section 1.04, an adjustment to the schedule for the Initial Improvements that has been accepted by the Authority and set forth in the Fueling Facility-specific Redevelopment Plan and to the Scheduled Opening Date, as applicable, or other appropriate schedule relief; or
(3) Any combination thereof.

In no event shall the Operator be entitled to relief for any Change in Costs or any other compensation relief hereunder based on the occurrence of a Force Majeure event.

SECTION 1.04 - Schedule Relief

(A) Conditions to Schedule Relief. The Operator shall not be entitled to any adjustment to the schedule for the Initial Improvements that has been accepted by the Authority and set forth in the Fueling Facility-specific Redevelopment Plan or any Scheduled Opening Date, as applicable, or any other schedule adjustment under this Lease Agreement unless the Operator demonstrates:

(1) That a Supervening Event has occurred and the impact of the Supervening Event is to one or more critical path activities in the applicable schedule, as updated, maintained and revised by the Operator in accordance with the Contract Standards;
(2) The Operator, in view of all circumstances, exercised reasonable efforts to avoid the delay; and
(3) The delay was not caused by the Operator or any other Operator Person.

(B) Concurrent Delay. The Operator's entitlement to any schedule relief hereunder shall be limited to the extent of any concurrent delay by the Operator or to the extent performance was, or would have been, suspended, delayed, or interrupted by another cause for which the Operator is responsible.

SECTION 1.05 - Compensation Relief

(A) Extent of Compensation Relief. Subject to all terms and conditions of this Exhibit L2 (Supervening Events), the Authority shall compensate the Operator for the following:

(1) The Change in Costs reasonably and actually incurred by the Operator to the extent directly resulting from the occurrence of a Relief Event, less any amount recovered pursuant to the insurance required to be maintained under this Lease Agreement or which the Operator is deemed to have recovered pursuant to Section 10.8(D) and any amount recovered from any third party; and

(B) Method of Compensation. Any compensation relief provided by the Authority hereunder shall be through one, or any combination, of the following methods, as determined in the discretion of the Authority:

(1) Through a reduction to the Minimum Annual Guaranteed Rent;
(2) Through an extension of the Term; provided, however, that the Authority may not extend the Term pursuant to this Section 1.05(B)(2) by more than one year following the Expiration Date in effect as of the Execution Date;
(3) Through a Change Order providing for a change in the scope of the Contract Services; or
(4) As a direct payment to the Operator.

(C) Avoided Cost. If any Relief Event directly results in the Operator not being required to perform Contract Services, any compensation relief shall be reasonably and equitably adjusted to account for the Operator's actual avoided cost of Contract Services not being performed as a direct result of the occurrence of such Relief Event.

(D) Offset for Available Insurance. Any compensation relief provided by the Authority to the Operator in respect of any Relief Event shall be offset by the amount the Operator is entitled to recover under any applicable coverage under the Available Insurance as a direct result of the occurrence of such Relief Event.

(E) Information Required for Compensation Relief. Without limiting any other requirement under this Exhibit L2 (Supervening Events), in order to be entitled to compensation relief from the Authority in respect of a Relief Event, the Operator shall provide evidence to the Authority demonstrating:

(1) That the Relief Event was the direct cause or is reasonably likely to be the direct cause of any claimed compensation; and
(2) With respect to any claimed Change in Cost, substantiation of any Change in Cost actually incurred and a detailed description of any Change in Cost likely to be incurred; and

SECTION 1.06 - Release

The Operator's acceptance of any performance, schedule or compensation adjustment under this Exhibit L2 (Supervening Events) shall be construed as a release of the Authority by the Operator (and all persons claiming by, through or under the Operator) from any and all losses or expenses resulting from, or otherwise attributable to, the event giving rise to the adjustment claimed.

EXHIBIT L3

New York State Certified Minority/Women/Service Disabled Veteran-Owned Business Enterprises Goal Requirements and Procedures for Participation

EXHIBIT L3

PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES

I. General Provisions

A. The New York State Thruway Authority (NYSTA) is required to implement the provisions of New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations ("NYCRR") for all State contracts, as defined therein, with a value (1) in excess of $25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of $100,000 for real property renovations and construction.

B. The Operator to the subject lease agreement (the "Operator" and the "Agreement," respectively) agrees, in addition to any other nondiscrimination provision of the Agreement and at no additional cost to NYSTA, to fully comply and cooperate with NYSTA in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for certified minority and women-owned business enterprises ("MWBEs"). The Operator's demonstration of "good faith efforts" pursuant to 5 NYCRR § 142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, state or local laws.

C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of agreement, leading to the assessment of liquidated damages pursuant to Section VII of this Exhibit and such other remedies are available to NYSTA pursuant to the Agreement and applicable law.

II. Contract Goals

A. For purposes of this solicitation, the Authority hereby establishes a separate overall goal of **30**% for MWBE participation for the construction, demolition, replacement, major repair or renovation and related professional services pertaining to the Initial Improvements 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).

Separately, and in addition to this goal for the Initial Improvements, the Authority hereby establishes a separate overall goal of **30**% for MWBE participation throughout the life of the Lease Agreement for 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 Fueling Facility locations shall be taken into account.

B. For purposes of providing meaningful participation by MWBEs on the Agreement and achieving the MWBE goals established in Section II-A hereof, the Operator should reference the directory of New York State Certified MWBEs found at the following internet address: https://ny.newnycontracts.com.

Additionally, the Operator is encouraged to contact the Division of Minority and Women's Business Development at (646) 846-7364 or MWBEBusinessDev@esd.ny.gov to discuss additional methods of maximizing participation by MWBEs on the Agreement.

C. The Operator 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. 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.

D. The Operator must document "good faith efforts," pursuant to 5 NYCRR § 142.8, to provide meaningful participation by MWBEs as subcontractors and suppliers in the performance of the Agreement. Such documentation shall include, but not necessarily be limited to:

1. Evidence of outreach to MWBEs;
2. Any responses by MWBEs to the Operator's/Project Contractor's outreach;
3. Copies of advertisements for participation by MWBEs in appropriate general circulation, trade, and minority or women-oriented publications;
4. The dates of attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by NYSTA with MWBEs; and,
5. Information describing specific steps undertaken by the Operator/ Project Contractor's to reasonably structure the contract scope of work to maximize opportunities for MWBE participation.

III. Equal Employment Opportunity (EEO)

A. The provisions of Article 15-A of the Executive Law and the rules and regulations promulgated thereunder pertaining to equal employment opportunities for minority group members and women shall apply to the Agreement.

B. In performing the Agreement, the Operator shall:

1. Ensure that each Operator and subcontractor performing work under the Agreement shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or

termination and rates of pay or other forms of compensation.

2. The Operator shall submit an EEO policy statement to NYSTA within seventy two (72) hours after the date of the notice by NYSTA to award the Agreement to the Operator.

3. If the Operator, or Subcontractors, does not have an existing EEO policy statement, NYSTA may provide the Operator or Subcontractor a model statement (see Form – EEO-1 – Minority and Women-Owned Business Enterprises Equal Employment Opportunity Policy Statement).

4. The Operator's EEO policy statement shall include the following language:

    a. The Operator will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.

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

    c. The Operator 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's obligations herein.

    d. The Operator will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "E" of this Section III, which provides for relevant provisions of the Human Rights Law, 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 Agreement.

C. Form EEO-2 **–** Staffing Plan

To ensure compliance with this Section, the Operator shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Agreement by the specified categories listed, including ethnic background, gender, and Federal occupational categories. The Operator shall complete the Staffing plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the agreement.

D. Form TA-W1017 – Workforce Utilization Report

1. The Operator shall submit a Workforce Utilization Report, and shall require each of its Subcontractors to submit a Workforce Utilization Report, in excel format only on a monthly basis for construction contracts over $100,000, or a quarterly basis for commodities and services contracts over $25,000, during the term of the agreement to compliance@thruway.ny.gov by the 10th day following each end of month or quarter as applicable.

2. Separate forms shall be completed by Operator and any Subcontractor.

3. Pursuant to Executive Order #162, contractors and subcontractors are also required to report the gross wages paid to each of their employees for the work performed by such employees on the agreement on a quarterly basis. Contact the Office of Compliance for additional information.

E. The Operator shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. The Operator and Subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

IV. MWBE Utilization Plan

A. The Operator represents and warrants that Operator has submitted an MWBE Utilization Plan with their bid, by submitting evidence thereof through the New York State Contract System ("NYSCS"), which can be viewed at https://ny.newnycontracts.com, provided, however, that the Operator may arrange to provide such evidence via a non-electronic method (Form TA-W1022) to NYSTA, either prior to, or at the time of, the execution of the agreement.

B. The Operator agrees to use such MWBE Utilization Plan for the performance of MWBEs under the Agreement.

C. The Operator further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Agreement. Upon the occurrence of such a material breach, NYSTA shall be entitled to any remedy provided herein, including but not limited to, a finding of the Operator non-responsiveness.

V. Waivers

A. If the Operator, after making good faith efforts, is unable to achieve the MWBE agreement goals stated herein, the Operator may submit a request for a waiver through the NYSCS, or a non-electronic method (Form TA-W1077) provided by NYSTA. Such

waiver request must be supported by evidence of the Operator's good faith efforts to achieve the maximum feasible MWBE participation towards the applicable MWBE agreement goals. If the documentation included with the waiver request is complete, NYSTA shall evaluate the request and issue a written notice of approval or denial within twenty (20) business days of receipt.

B. If NYSTA, upon review of the MWBE Utilization Plan, updated Monthly MWBE Operator Compliance Reports described in Section VI, or any other relevant information, determines that the Operator is failing or refusing to comply with the MWBE agreement goals, and no waiver has been issued in regards to such non-compliance, NYSTA may issue a notice of deficiency to the Operator. The Operator must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE agreement goals.

VI. Monthly MWBE Compliance Report

A. The Operator is required to submit a Monthly MWBE Compliance Report through the NYSCS, provided, however, that Bidder may arrange to provide such evidence via a non-electronic method (Form TA-W1023), to NYSTA by the 10th day following each end of month over the term of the Agreement documenting the progress made towards achievement of the MWBE goals of the Agreement.

VII. Liquidated Damages - MWBE Participation

A. Where NYSTA determines that the Operator is not in compliance with the requirements of the Agreement and the Operator refuses to comply with such requirements, or if the Operator is found to have willfully and intentionally failed to comply with the MWBE participation goals, the Operator shall be obligated to pay to NYSTA liquidated damages.

B. 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 Agreement.

C. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by NYSTA, the Operator shall pay such liquidated damages to NYSTA within sixty (60) days after they are assessed. Provided, however, that if the Operator has filed a complaint with the Director of the Division of Minority and Women's Business Development pursuant to 5 NYCRR § 142.12, liquidated damages shall be payable only in the event of a determination adverse to the Operator following the complaintprocess.

PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN-OWNED BUSINESS

Article 3 of the New York State Veterans' Services 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 New York State Thruway Authority ("NYSTA") 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 the NYSTA's 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, Contractors are expected to consider SDVOBs in the fulfillment of the requirements of the Agreement. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

I. Contract Goals

A. The Authority hereby establishes a separate goal of 6% for SDVOB participation for the construction, demolition, replacement, major repair or renovation and related professional services pertaining to the Initial Improvements (including change orders) (to be determined based on the current availability of SDVOBs at each project site).

Separately, and in addition to this goal for the Initial Improvements, the Authority hereby establishes a separate goal of 6% for SDVOB participation throughout the life of the Lease Agreement for 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 SDVOBs at each project site). All Fueling Facility locations shall be taken into account.

For purposes of providing meaningful participation by SDVOBs, the Operator should reference the directory of New York State Certified SDVOBs found at: https://online.ogs.ny.gov/SDVOB/search.

Questions regarding compliance with SDVOB participation goals should be directed to NYSTA's Office of Compliance. Additionally, following 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 to discuss additional methods of maximizing participation by SDVOBs on the Agreement.

B. The Operator must document "good faith efforts" to provide meaningful participation by SDVOBs as subcontractors or suppliers in the performance of the Agreement (see clause IV below).

II. SDVOB Utilization Plan

A. In accordance with 9 NYCRR § 252.2(i), Contractors are required to submit a completed SDVOB Utilization Plan on Form TA-W1022 with their bid.

B. The Utilization Plan shall list the SDVOBs that the Operator intends to use to perform the Agreement, a description of the work that the Operator intends the SDVOB to perform to meet the goals on the Agreement, the estimated dollar amounts to be paid to an SDVOB, or, if not known, an estimate of the percentage of Agreement work the SDVOB will perform. By signing the Utilization Plan, the Operator 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 penalties including, but not limited to, termination of the agreement for cause, loss of eligibility to submit future bids, and/or withholding of payments. Any modifications or changes to the agreed participation by SDVOBs after the Agreement award and during the term of the Agreement must be reported on a revised SDVOB Utilization Plan and submitted to NYSTA.

C. NYSTA will review the submitted SDVOB Utilization Plan and advise the Operator of NYSTA's acceptance or issue a notice of deficiency within 20 days of receipt.

D. If a notice of deficiency is issued, the Operator agrees that it shall respond to the notice of deficiency, within seven (7) business days of receipt, by submitting to NYSTA a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by NYSTA to be inadequate, NYSTA shall notify the Operator and direct the Operator to submit, within five business days of notification by NYSTA, a request for a partial or total waiver of SDVOB participation goals on Form TA-W1077. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.

E. NYSTA may disqualify a Operator's bid or proposal as being non-responsive under the following circumstances:

(a) If the Operator fails to submit an SDVOB Utilization Plan;
(b) If the Operator fails to submit a written remedy to a notice of deficiency;
(c) If the Operator fails to submit a request for waiver; or
(d) If NYSTA determines that the Operator has failed to document good faith efforts.

F. If awarded the Agreement, the Operator certifies that it will follow the submitted SDVOB Utilization Plan for the performance of SDVOBs on the Agreement pursuant to the prescribed SDVOB agreement goals set forth above.

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

III. Request for Waiver

A. Prior to submission of a request for a partial or total waiver, the Operator shall speak to the Office of Compliance at NYSTA for guidance.

B. In accordance with 9 NYCRR § 252.2(m), a Operator that is able to document good faith efforts to meet the goal requirements, as set forth in clause IV below, may submit a request for a partial or total waiver on Form TA-W1077, accompanied by supporting documentation. A Operator may submit the request for waiver at the same time it submits its SDVOB Utilization Plan. If a request for waiver is submitted with the SDVOB Utilization Plan and is not accepted by NYSTA at that time, the provisions of clauses II (C), (D) & (E) will apply. If the documentation included with the Operator's waiver request is complete, NYSTA shall evaluate the request and issue a written notice of acceptance or denial within 20 days of receipt.

C. The Operator shall attempt to utilize, in good faith, the SDVOBs identified within its SDVOB Utilization Plan, during the performance of the Agreement. Requests for a partial or total waiver of established goal requirements made subsequent to Agreement award may be made at any time during the term of the Agreement to NYSTA but must be made no later than prior to the submission of a request for final payment on the Agreement.

D. If NYSTA, upon review of the SDVOB Utilization Plan and Monthly SDVOB Compliance Report (Form TA-W1023) determines that the Operator is failing or refusing to comply with the Agreement goals and no waiver has been issued in regards to such non-compliance, NYSTA 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 agreement goals.

Waiver requests should be sent to the Office of Compliance at email compliance@thruway.ny.gov.

IV. Required Good Faith Efforts

In accordance with 9 NYCRR § 252.2(n), Contractors must document their good faith efforts toward utilizing SDVOBs on the Agreement. Evidence of required good faith efforts shall include, but not be limited to, the following:

(1) Copies of solicitations to SDVOBs and any responses thereto.

(2) Explanation of the specific reasons each SDVOB that responded to Contractors' solicitation was not selected.

(3) Dates of any pre-bid, pre-award or other meetings attended by Operator, if any, scheduled by NYSTA with certified SDVOBs whom NYSTA determined were capable of fulfilling the SDVOB goals set in the Agreement.

(4) Information describing the specific steps undertaken to reasonably structure the Agreement scope of work for the purpose of subcontracting with, or obtaining supplies from, certified SDVOBs.

(5) Other information deemed relevant to the waiver request.

V. Monthly SDVOB Operator Compliance Report

In accordance with 9 NYCRR § 252.2(q), the Operator is required to report Monthly SDVOB Operator Compliance to NYSTA during the term of the Agreement for the preceding month's activity, documenting progress made towards achieving the Agreement SDVOB goals. This information must be submitted through the New York State Contract System (NYSCS), provided, however, that the Operator may arrange to provide such evidence via a non-electronic method, using form (Form TA-W1023) available on NYSTA's website, and should be completed by the Operator and submitted to NYSTA, by the 10th day of each month during the term of the Agreement, for the preceding month's activity to:compliance@thruway.ny.gov.

VI. Breach of Agreement and Damages

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

EXHIBIT L4

Authority Supplemental Insurance Certificate

TA-W51343 (11/2017)

NEW YORK STATE OF OPPORTUNITY | Thruway Authority

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
I.	**Commercial General Liability (CGL) Insurance - Policy No.** _____		
	a. Does the General Aggregate reflect a per-project aggregate endorsement (CG 25 03 05 09 or equivalent)?	☐	☐
	b. Does the CGL provide coverage for:		
	1. Explosion, Collapse and Underground Hazards (XCU)?	☐	☐
	2. Products & Completed Operations Liability?	☐	☐
	3. Additional Insureds for claims involving injury to employees of the Named Insured or subcontractors?	☐	☐
	4. Is Cross liability in the ISO GL policy (i.e., Insured vs. Insured suits) excluded?	☐	☐
	If "No", is Cross liability in the ISO GL policy restricted?	☐	☐
	5. Property damage to work due to Independent contractor's (subcontractor's) operations?	☐	☐
	c. Is the CGL policy written on ISO form CG 00 01 04 13 or an equivalent form?	☐	☐
II.	**Workers' Compensation - Policy No.** _____		
	a. Does Workers' Comp. apply to federally-regulated employment (i.e., Jones Act, USL&H)?	☐	☐
	b. Is Workers' Comp. from a New York State authorized insurer?	☐	☐
	c. If sole proprietorship, partnership, or corporation with one or two shareholders, is Workers' Comp. coverage provided for owners?	☐	☐
III.	**Environmental Insurance (EI)** (including Asbestos & Lead Abatement) - **Policy No.** _____		
	Professional Liability Insurance (PLI) (including Errors & Omissions) - **Policy No.** _____		
	a. Do EI defense costs reduce liability limits?	☐	☐
	b. If EI is on a claims-made basis, what is the retroactive date? _____		
	c. Do PLI defense costs reduce liability limits?	☐	☐
	d. If PLI is on a claims-made basis, what is the retroactive date? _____		
IV.	**Mandatory Endorsements and Other Provisions** (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?	☐	☐
	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._____	☐	☐	☐
Excess Policy No. _____	☐	☐	☐

	c. Are all policies endorsed to provide 30 days advance notice to the NYSTA of termination/material change, except for non-payment/cancellation?	☐	☐
	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)?	☐	☐
	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 ***either*** ISO endorsement CA 99 48 03 06 - Pollution Liability - Broadened Coverage for Covered Autos-Business Auto, Motor Carrier and Truckers Coverage Forms ***or*** ISO endorsement CA 00 12 03 06 - Truckers Coverage Forms?	☐	☐

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: _____

SUPPLEMENT 1

Vendor Assurance of No Conflict of Interest
or Detrimental Effect

Vendor Assurance of No Conflict of Interest or Detrimental Effect

The undersigned entity ("Vendor"), offering to provide services pursuant to this Agreement, as a contractor, joint venture contractor, subcontractor, or consultant, attests that its performance of the services outlined in this Agreement does not and will not create a conflict of interest with nor position the Vendor to breach any other contract currently in force with the New York State Thruway Authority ("Authority").

Furthermore, the Vendor attests that it will not act in any manner that is detrimental to any Authority project on which the Vendor is rendering services. Specifically, the Vendor attests and certifies that:

1. The fulfillment of obligations by the Vendor does not violate any existing contracts or agreements between the Vendor and the Authority;

2. The fulfillment of obligations by the Vendor does not and will not create any conflict of interest, or perception thereof, with any current role or responsibility that the Vendor has with regard to any existing contracts or agreements between the Vendor and the Authority;

3. The fulfillment of obligations by the Vendor does not and will not compromise the Vendor's ability to carry out its obligations under any existing contracts between the Vendor and the Authority;

4. The fulfillment of any other contractual obligations that the Vendor has with the Authority will not affect or influence its ability to perform under the Agreement;

5. During the negotiation and execution of any contract, the Vendor will not knowingly take any action or make any decision which creates a potential for conflict of interest or might cause a detrimental impact to the Authority as a whole including, but not limited to, any action or decision to divert resources from one Authority project to another;

6. In fulfilling obligations under each of its Authority contracts, including this Agreement, the Vendor will act in accordance with the terms of each of its Authority contracts and will not knowingly take any action or make any decision which might cause a detrimental impact to the Authority as a whole including, but not limited to, any action or decision to divert resources from one Authority project to another;

7. No former officer or employee of the Authority or State of New York ("State") who is now employed by the Vendor, nor any former officer or employee of the Vendor who is now employed by the Authority or State, has played a role with regard to the administration of this contract procurement in a manner that may violate section 73(8)(a) of the New York State Public Officers Law; and

8. The Vendor has not and shall not offer to any employee, member or director of the Authority any gift, whether in the form of money, service, loan, travel, entertainment, hospitality, thing or promise, or in any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence said employee, member or director, or could reasonably be expected to influence said employee, member or director, in the performance of the official duty of said employee, member or director or was intended as a reward for any official action on the part of said employee, member or director.

Vendor agrees that the Authority recognizes that conflicts may occur in the future because a Vendor may have existing or new relationships. The Authority will review the nature of any such new relationship and reserves the right to terminate the contract for cause if, in its judgment, a real or potential conflict of interest cannot be cured.

This form must be signed by an authorized executive or legal representative.

_____
Name of Vendor

_____
Name of Signatory

_____
Title of Signatory:

_____
Signature:

_____
Date:

EXHIBIT 4

Customer Survey: Thruway Fueling Facilities

NEW YORK STATE | Thruway Authority

Customer Survey: Thruway Fueling Facilities

October 6, 2025

INTRODUCTION

On Friday, August 28, 2025, the **New York State Thruway Authority** launched an online **Customer Survey** *(www.ThruwayFuel.com)* focused on the Thruway's 29 **Fueling Facilities** at its 27 Service Areas.

Motorists were invited to participate through an extensive distribution of posters at all Service Areas, promotional messaging on NYSTA's social media platforms, and through focused email campaigns to AAA Auto Club, and trucking associations.

The Survey was available for over 30 days including the Labor Day holiday. On October 1, the feedback period ended.

This report is a summary of the findings — areas for improvements, features the public appreciated, and new amenities users want.

In early 2026, the **New York State Thruway Authority** will issue a Request for Proposals seeking Operators to update the Fueling Facilities and services consistent with the everchanging needs of our Customers.

NEW YORK STATE | Thruway Authority

PARTICIPATION

> First, are you **A. COMMERCIAL DRIVER**, truck driver whose vehicle uses diesel or biodiesel or are you **B. THRUWAY MOTORIST** driving a non-commercial vehicle for business, pleasure, or commuting to work or school?

A. COMMERCIAL DRIVERS

73 Submissions

B. THRUWAY MOTORISTS

1,729 Submissions

NOTE: Percentages throughout this report do not always add up to 100% due to responses with more than one choice, or skipped questions.

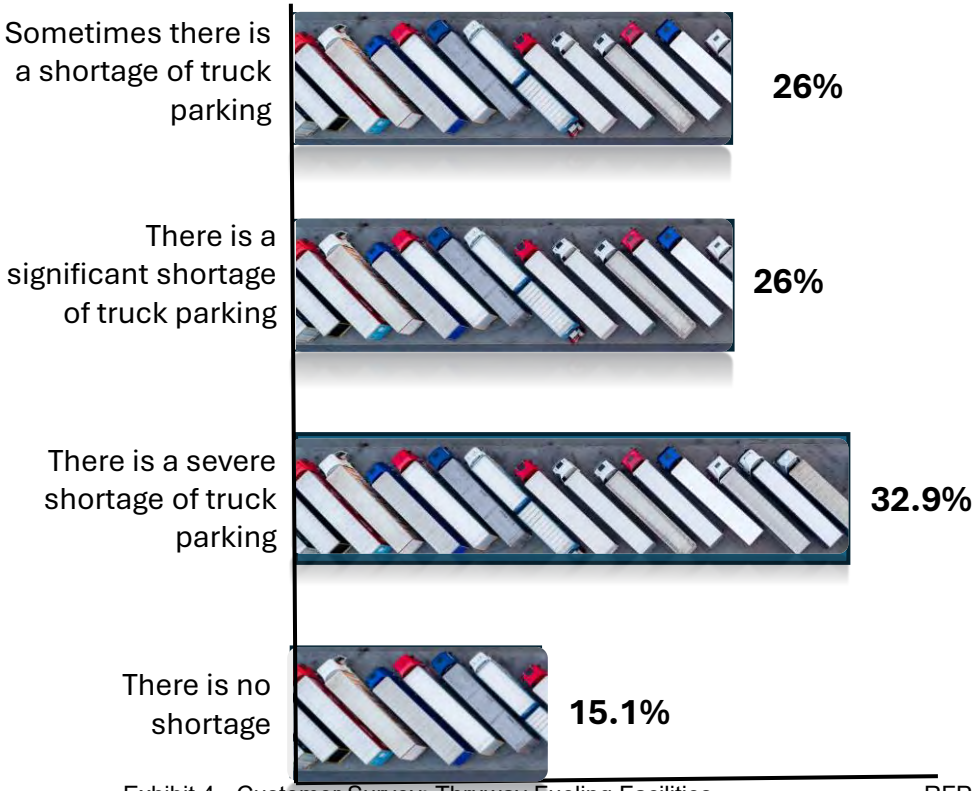
NEW YORK STATE | Thruway Authority

A. COMMERCIAL DRIVERS

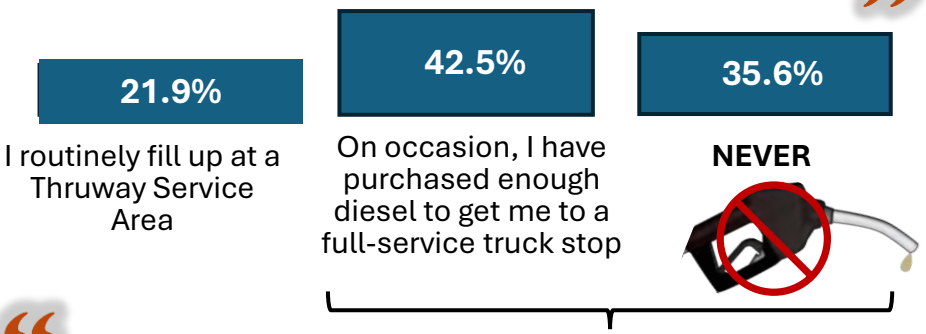
NEW YORK STATE | Thruway Authority

A. COMMERCIAL DRIVERS

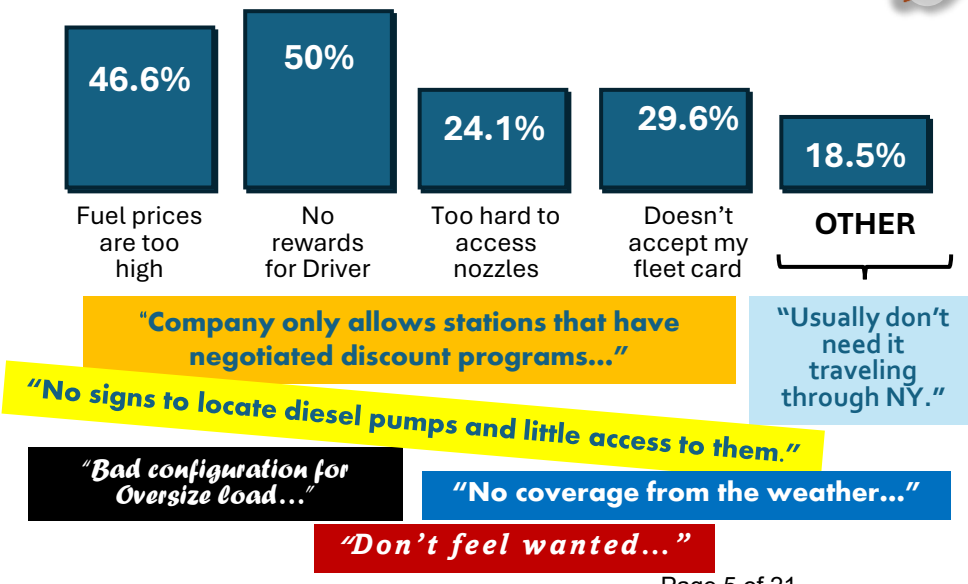
COMMERCIAL DRIVER | What is your overall assessment of the availability of truck parking at the Thruway Service Areas?



COMMERCIAL DRIVER | Have you ever purchased diesel when you stop at a Thruway Fueling Facility?

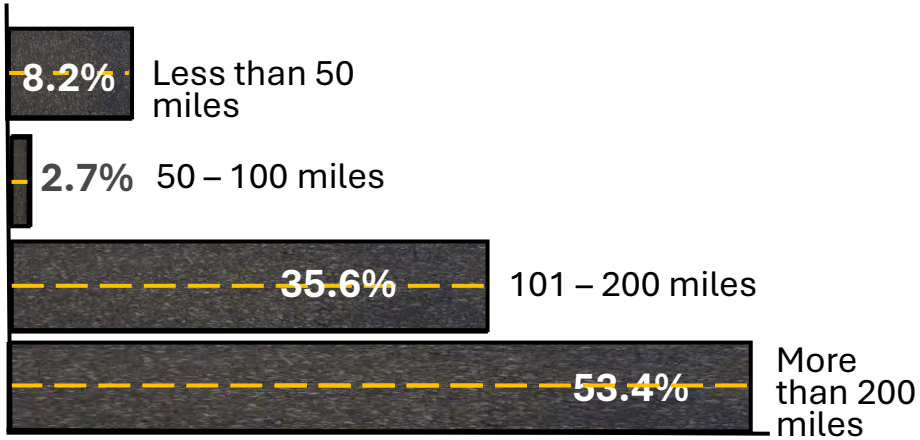


COMMERCIAL DRIVER | Why do you **RARELY** or **NEVER** purchase fuel at a Thruway Fueling Facility?

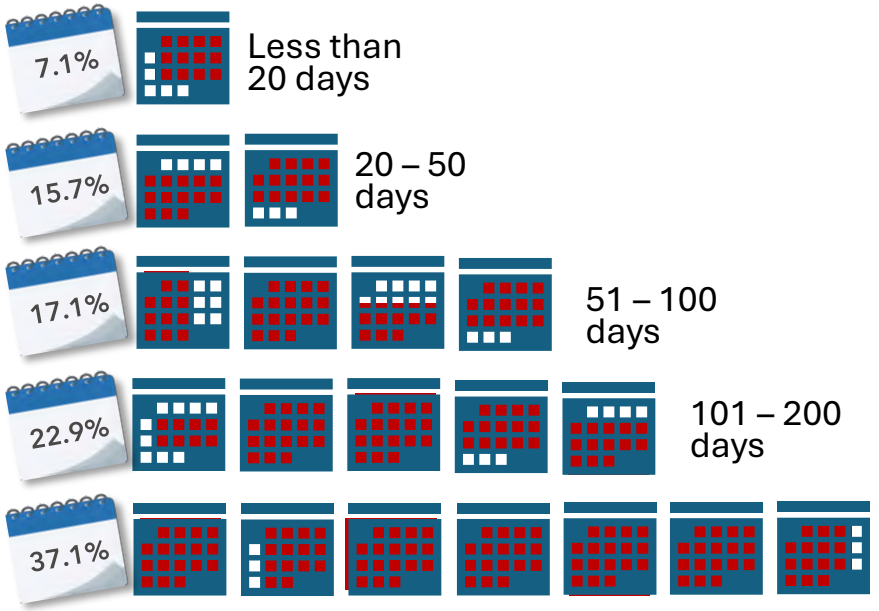


A. COMMERCIAL DRIVERS

COMMERCIAL DRIVER | How far do you typically travel while using the Thruway?



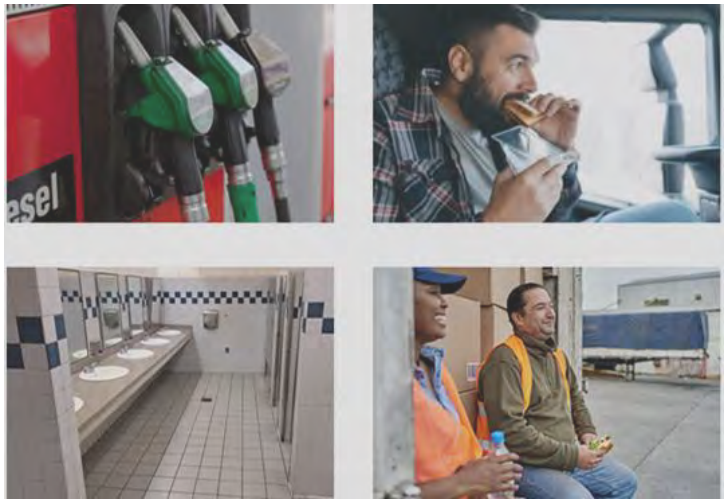
COMMERCIAL DRIVER | How many days in the past **12 months** have you spent driving on the Thruway?

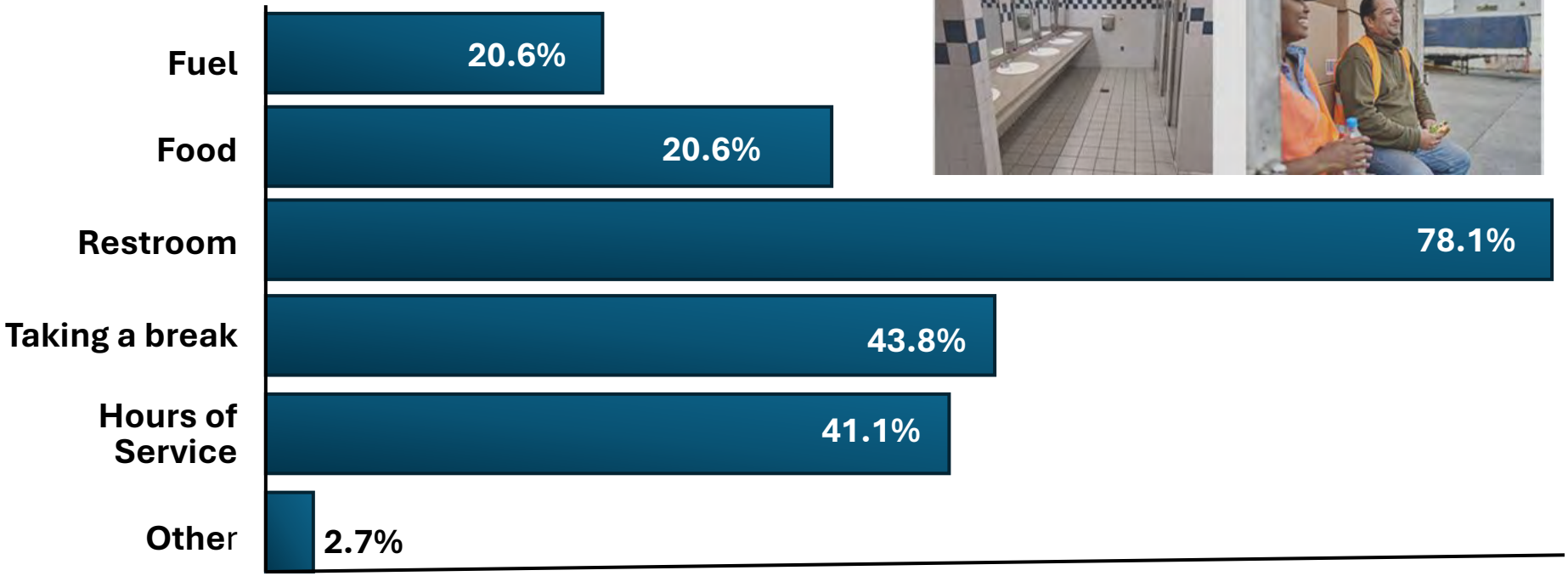


NEW YORK STATE | Thruway Authority

A. COMMERCIAL DRIVERS

COMMERCIAL DRIVER | What was your reason(s) for your last stop at a Thruway Service Area? (Select all that apply)



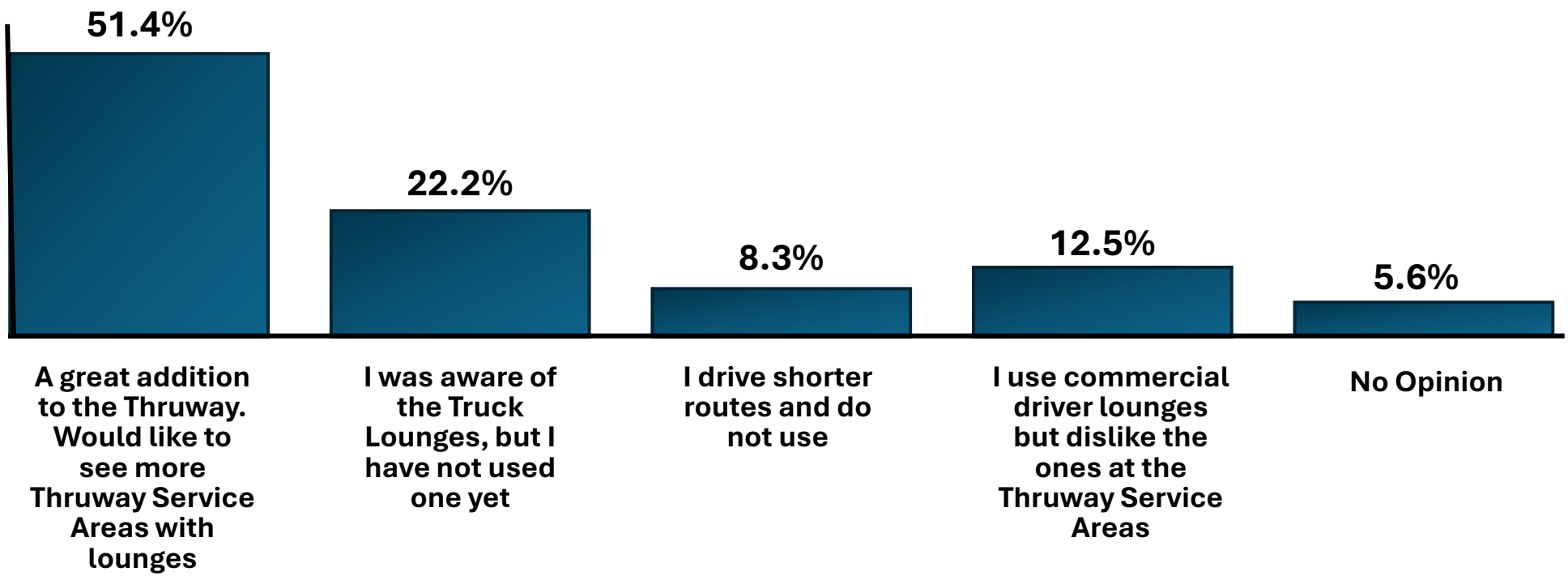


"...shower in Pattersonville..."
"...repair..."
"...bad weather..."

NEW YORK STATE | Thruway Authority

A. COMMERCIAL DRIVERS

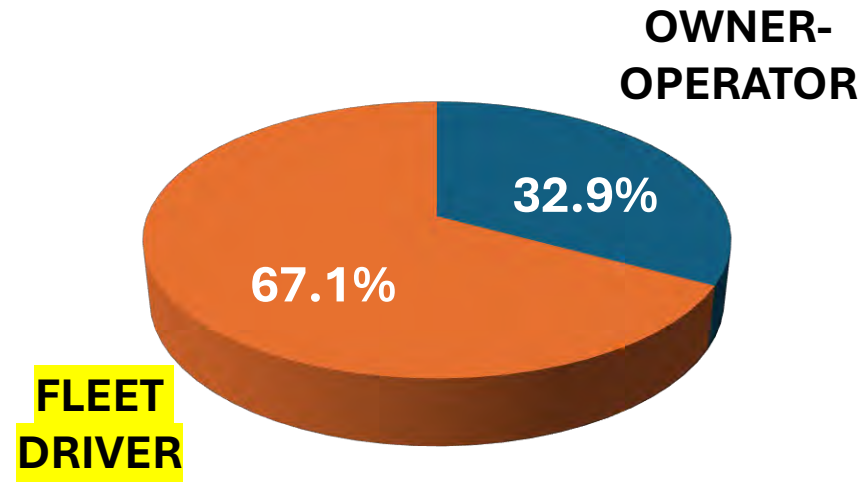
COMMERCIAL DRIVER | The Thruway now features Commercial Driver Lounges at four of the Service Areas (Ulster, Pattersonville, Pembroke, and Clarence) with separate entrances, restrooms, washers & dryers, and showers. Thinking about the new driver amenities, what is your opinion?



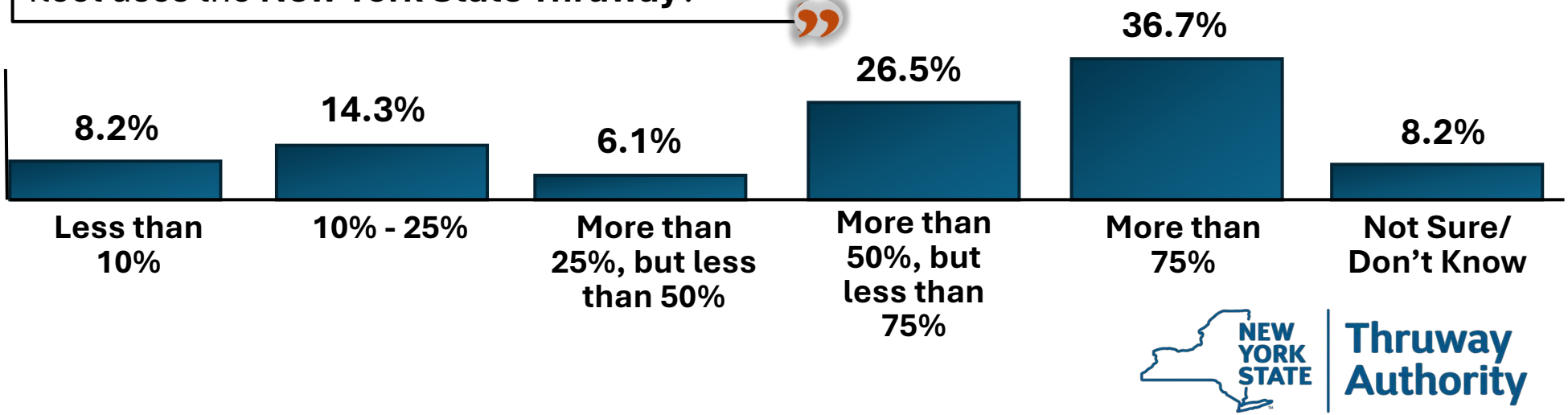
NEW YORK STATE | Thruway Authority

A. COMMERCIAL DRIVERS

COMMERCIAL DRIVER | Are you an OWNER-OPERATOR DRIVER (Independent truck driver) or a FLEET DRIVER for a carrier or company (Employee)?



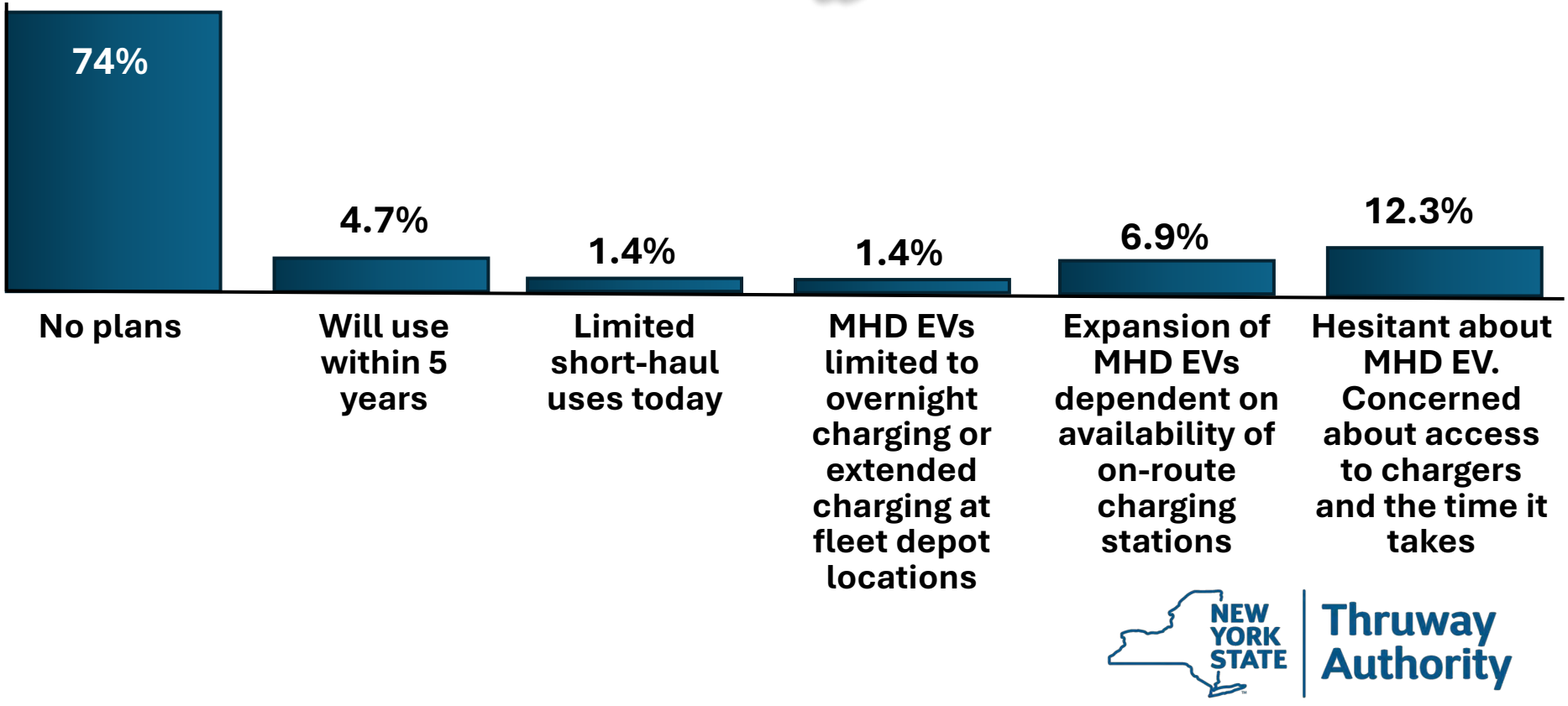
FLEET DRIVER | What would you estimate the percentage of time your carrier or company's fleet uses the **New York State Thruway**?



NEW YORK STATE | Thruway Authority

A. COMMERCIAL DRIVERS

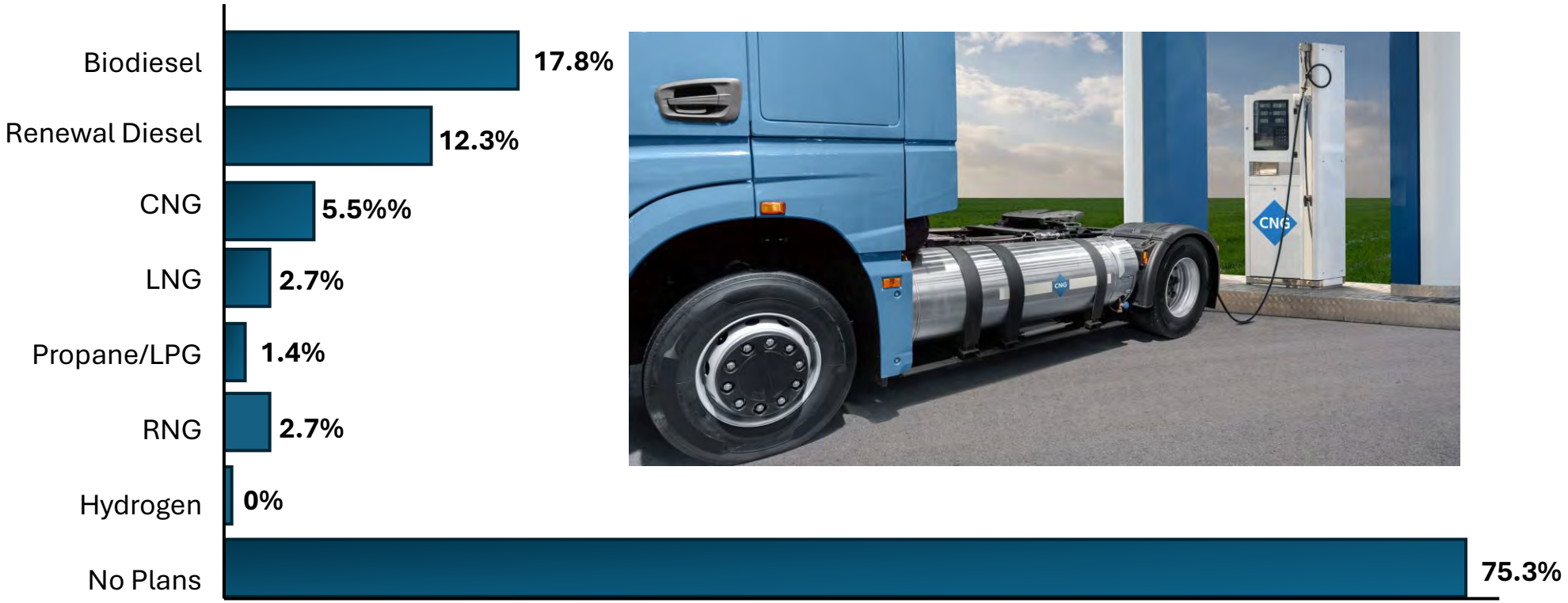
COMMERCIAL DRIVER | The New York State Thruway Authority is anticipating new technologies for commercial freight traffic including the emergence of Medium and Heavy-Duty Electric Vehicles (MHD EVs). Tell us how you or your company uses or might use electric vehicles.



NEW YORK STATE | Thruway Authority

A. COMMERCIAL DRIVERS

COMMERCIAL DRIVER | Have you or your fleet tried or considered any of the following alternatives (Select all that apply)?



A. COMMERCIAL DRIVERS

COMMERCIAL DRIVER | Finally, what can we do to make the Commercial Fueling Facilities at the Thruway Service Areas a better experience for you?

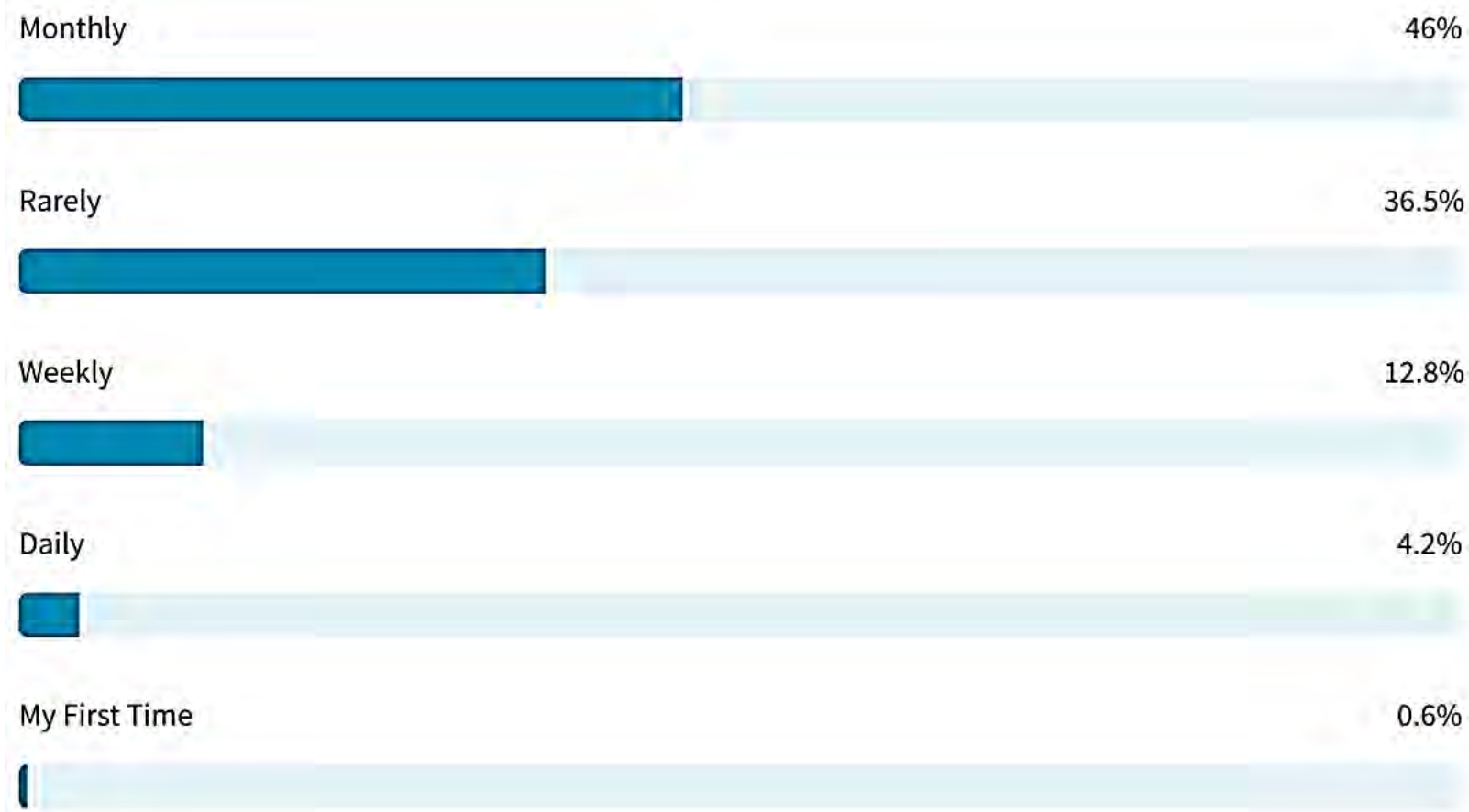
"Add more parking at the smaller facilities"	"Start accepting Mudflap fuel discount program please and thank you. I would fill up every time I passed through"	"Follow the lead of the private truck stops. Multiple islands, ability to fill both tanks, DEF availability."	"More pumps and def pumps"	"More lounges, showers and pumps"
"Maybe have other type of services. Mini health clinic, emergency veterinary service , and personal services Cosmologist, barber or nail salon"	"Have 75 plus parking spaces for semis they get to crowd and can't find a spot at 2am"	"Rewards cards and dedicated pumps for filling two tanks at same time"	"Be sure that the toilet count is sufficient for the number of truck parking spces""	"Offer more parking, safety for all, friendly staff, more amenities, lower food and merchandise costs, etc"
" At Pembroke when the tour bus stops there's a long line for the bathrooms. These new rest stops are a huge waste of money and made no improvements, they've gotten worse."	"Big signs where the Diesel pumps are and access to them."	"The price seems a little higher on the Thruway for the fuel. It's hard to fuel both sides of the truck because the pump only reaches to one side. It's all one way so you cannot turn around fuel the other" side very few three-way stops have multiple pumps so you can fuel both sides."	"Put roofs over them and add more deisel pumps"	"More parking, 24 hour restaurant!!!!"
"Ardsley, Ramapo and Sloatsburg Rest Areas need more overnight commercial vehicle parking period."	"Secure parking for rig"	"Really need a friendly face and a kind word from the staff after a long day of driving!"		"Fast lane at the food court for truck drivers"

COMMENTS ARE REPRESENTATIVE

B. THRUWAY MOTORISTS

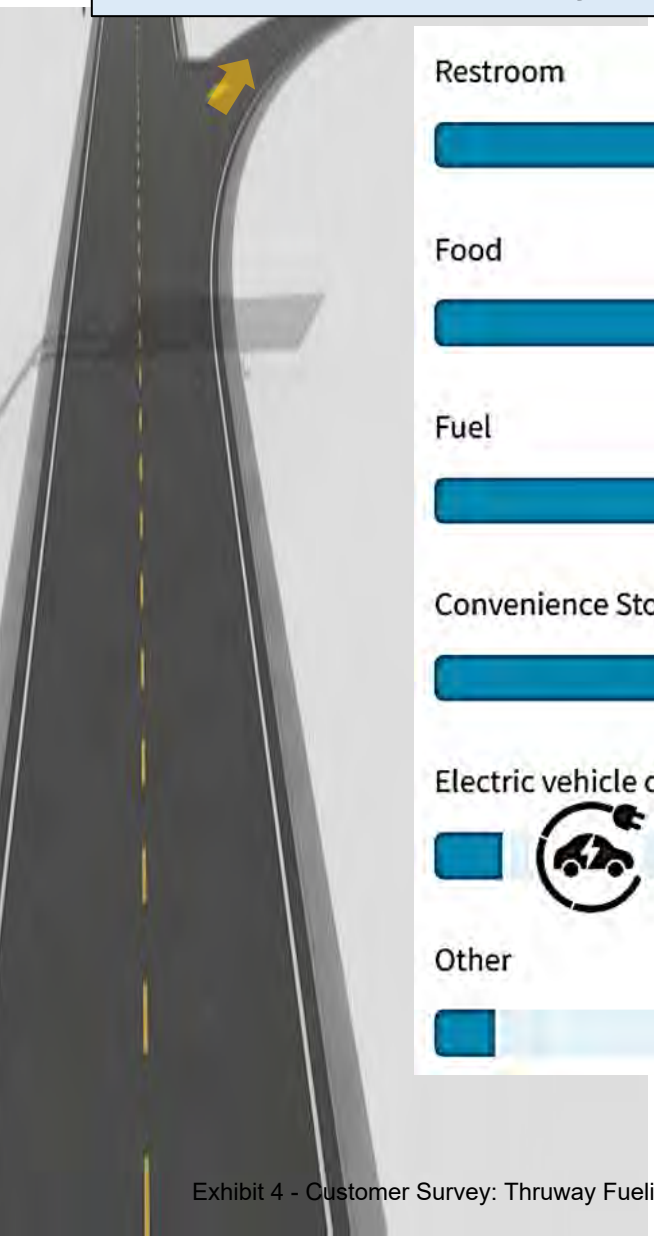
B. THRUWAY MOTORISTS

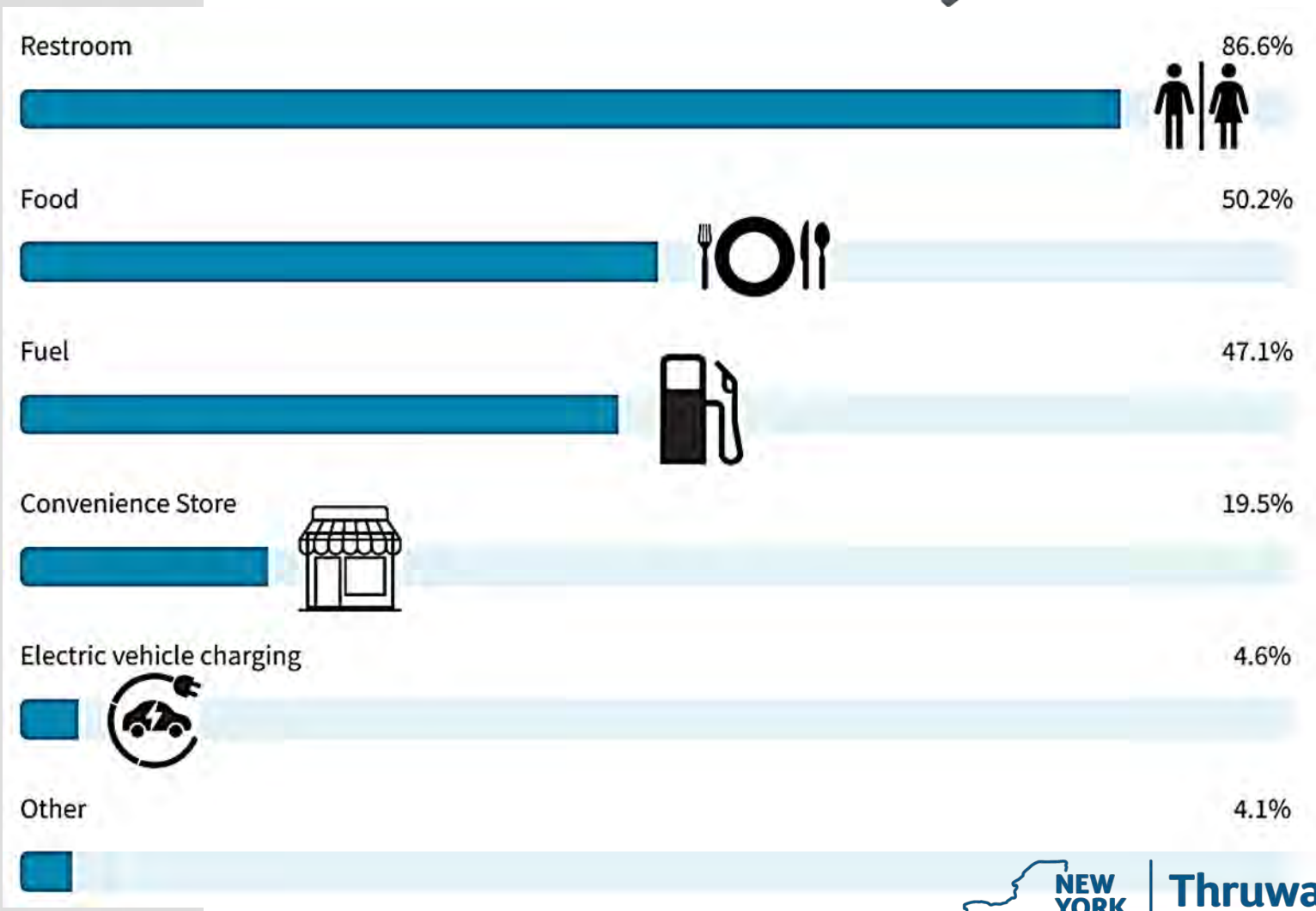
THRUWAY MOTORIST| How often do you visit a New York State Thruway Service Area?



B. THRUWAY MOTORISTS

THRUWAY MOTORIST| What was your reason(s) for your last stop at a Thruway Service Area? (Select all that apply)

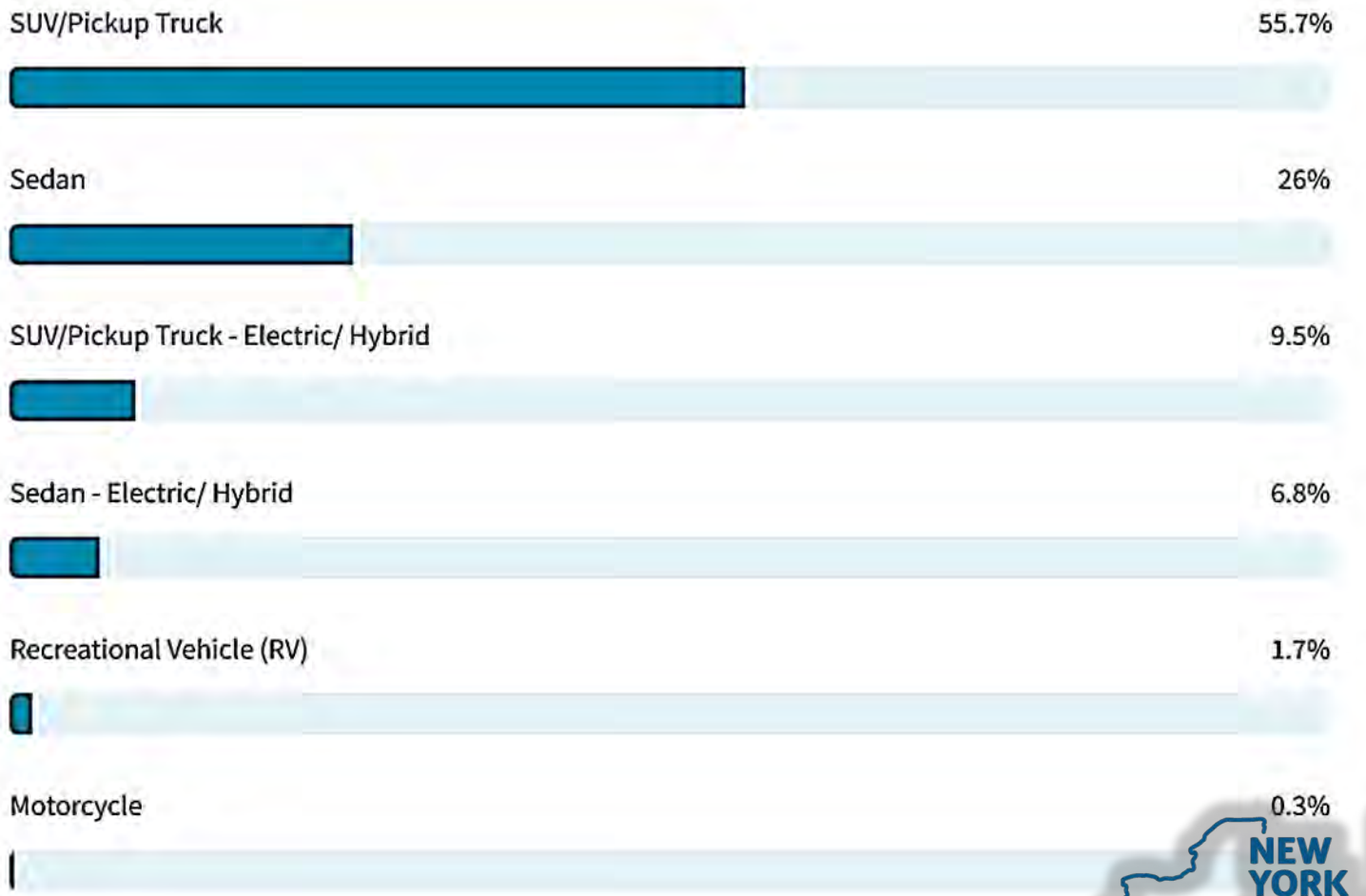




NEW YORK STATE | Thruway Authority

B. THRUWAY MOTORISTS

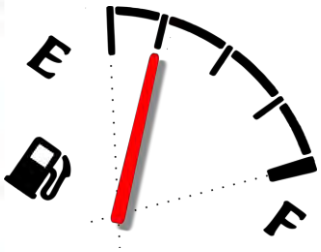
THRUWAY MOTORIST | What kind of vehicle were you driving during your last visit to a Thruway Service Area?



B. THRUWAY MOTORISTS

THRUWAY MOTORIST | Are you a resident of the State of New York?

THRUWAY MOTORIST | Have you purchased fuel at a Thruway Fueling Facility today or in the past?



NEW YORK STATE | Thruway Authority

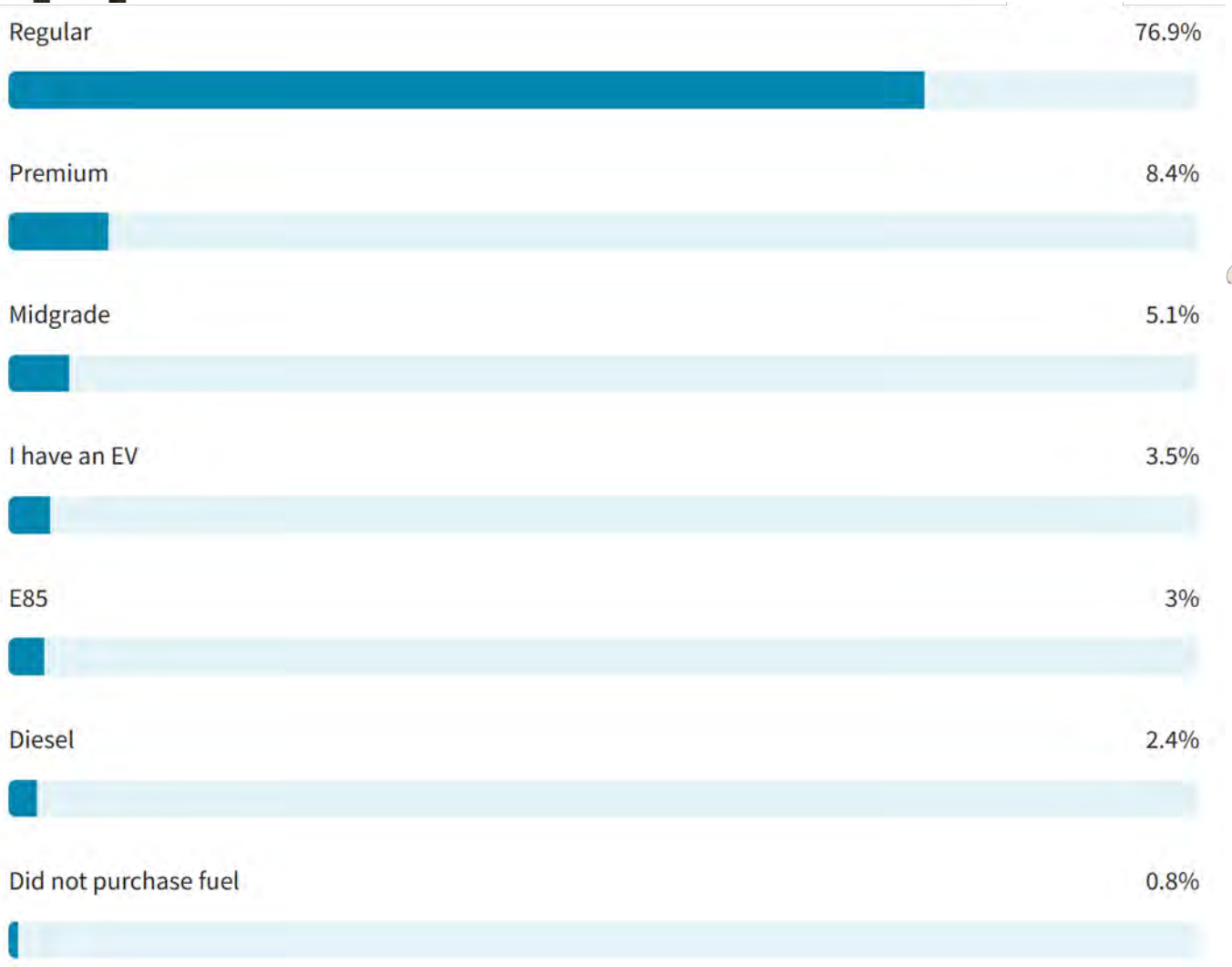
B. THRUWAY MOTORISTS

THRUWAY MOTORIST | Was the fueling process quick and efficient?

THRUWAY MOTORIST | When you last purchased fuel at a Thruway Fueling Facility, did you take advantage of a loyalty program such as **ExxonMobil Rewards+™**, **Sunoco Go Rewards©**, or a third-party discount program?

B. THRUWAY MOTORISTS

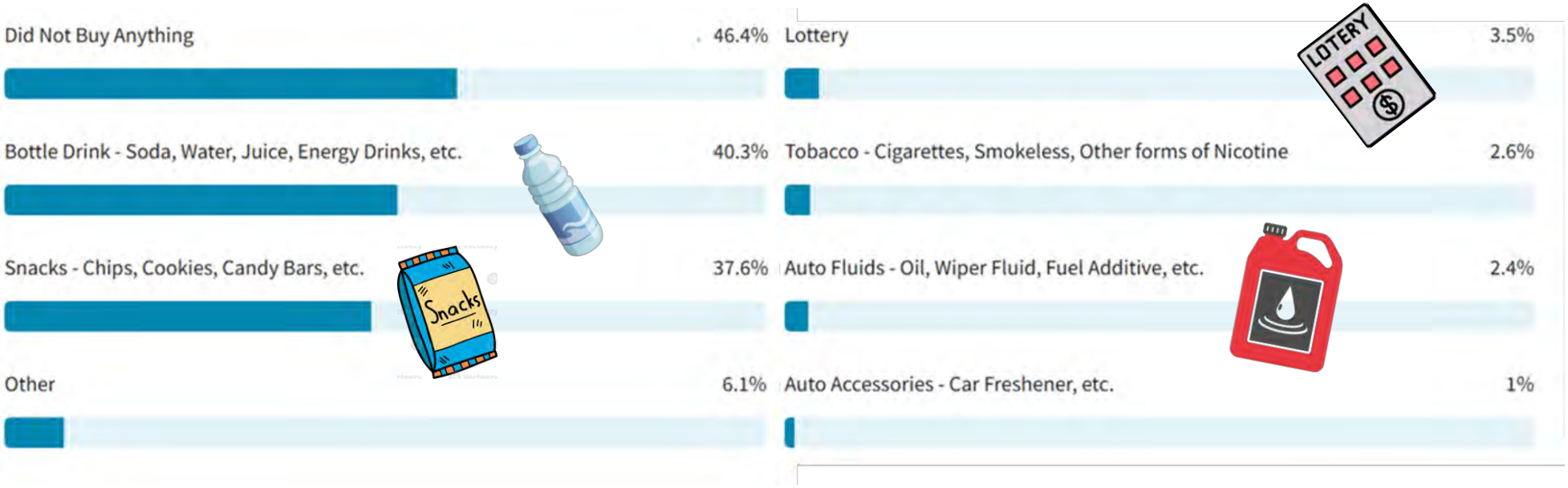
THRUWAY MOTORIST | When thinking about the last time you purchased fuel at the Thruway Fueling Facility, what grade of fuel did you pump?



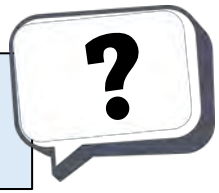
NEW YORK STATE | Thruway Authority

B. THRUWAY MOTORISTS

THRUWAY MOTORIST | The last time you visited a Thruway Fueling Facility; did you purchase any of the following items? (Select all that apply)



THRUWAY MOTORIST | Are you a member of AAA/CAA or other roadside assistance program?



NEW YORK STATE | Thruway Authority

B. THRUWAY MOTORISTS

THRUWAY MOTORIST | What can we do to make the **Fueling Facilities** at the **Thruway Service Areas** better for you?

"Put a holder on the fuel nozzle so you don't have to hold it for over five minutes."	"You do a good job :)"	"Pumps that read the card the first time. And print the receipt when asked."	"EV charging was not available. At other service areas the pricing just is not competitive with Tesla Superchargers, steering me away from stopping."	"Make it easier to get from gas station to plaza"
"Improved fuel pump access (some stations have reduced distance between pumps and lanes, larger vehicles - trailers/RVs - block unused pumps easily)"	"Parking is tight. More places to park would be nice. More grassy spaces for tables. Sometimes dangerous crossing the parking areas into and out of bldg due to traffic exit crossing in front of people." Should be a way to exit away from the bldg.	"Ensure the window cleaning buckets have fluid in them for use of the cleaner and squeegee. Also ensure the paper towel dispenser always has towels in it."	"Ensure that downstate motorists in particular maintain the correct direction of traffic flow at the pumps. My last three stops/ trips had NYC drivers going the wrong way instead of waiting for the pump access and the situation was hostile and annoying for everyone else..."	"Better pricing"
"Have reasonable prices. I saved 50 cents per gallon by getting off thruway. If I get on thruway I get just enough to get to cheaper location"	"Perhaps price of fuel should be posted before or upon entrance to rest area"	"Sometimes the traffic pattern is a little bit challenging when vehicles finish at a gas pump and everyone pulls out at the same time. So maybe that could be improved."	"Don't allow people to leave their car at the pump after pumping gas while they run inside to the convenience store. Monitor it."	"Allow me to purchase gas with Apple Pay."
"More Electric Car chargers."	"When traveling with an RV it's not easy to access fuel after parking in trailer lot. Sometimes you need to choose one over the other."	"Occasionally I encounter a service area where the fuel station is unavailable / unable to take payment... for folks like me, the distance between stations is the range between 'low fuel light' and empty haha."	"Make it cleaner and upgraded. They just look extremely dated because everything is just dirty but besides that they work at least"	Appreciate that they are available but would like gas prices to be more in line with what they are locally.

COMMENTS ARE REPRESENTATIVE

Exhibit 5

Fueling Facilities Area Responsibility Maps

Aerial Imagery Date: 7/16/2025

Fuel Responsibility Area = 1.71 Acres

Fuel Canopy = 1,945± sf
Kiosk = 200± sf
6 Fuel Dispensers

Restaurant Responsibility Area = 4.13 Acres

Passenger Parking Spaces = 2

Passenger Parking Spaces = 29
ADA Spaces = 4

Interstate 87

See Note 1

See Note 2

Ardsley Service Area

Jackson Ave

Fuel Tank Surface/Covers = 2,891± sf

1 Standard Diesel Dispenser

Radio Tower Shed = 310± sf

Fuel Operator Storage = 320± sf

Remediation Connex = 200± sf

Responsibility Notes:

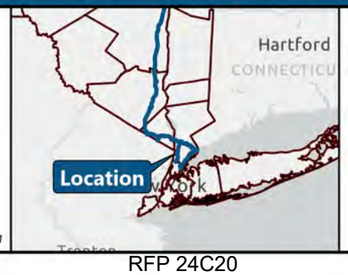
1. The limit shall be the edge of the pavement towards the mainline.
2. The limit shall be the base of the embankment.
3. Any structure not under fuel operator control, and 3 feet around them, shall be the responsibility of the owner/occupier.
4. Fuel Operator is responsible for litter and debris in areas immediately surrounding the fuel area borders that don't abut the food service area of responsibility.

Fuel Facility Responsibility Map
New York State Thruway Interstate I-87

Legend

- Restaurant Responsibility Area*
- Fuel Responsibility Area
- NYSTA ROW Boundary
- NYSTA Easement Boundary
- Fuel Area Buildings
- Fuel Logo Road Sign With Digital Pricing Displays

*No Features or Parking Inventories Within the Restaurant Responsibility Area



100 50 0 100 Feet

NEW YORK STATE | Thruway Authority

Issuance Date: 4/2/2026

Ardsley Service Area
Mile Post 6.0
Town of Greenburgh

Map A-1

Aerial Imagery Date: 3/19/2025

Ramapo Service Area

Ramapo Service Area

Fuel Responsibility Area = 2.41 Acres

Interstate 87

Restaurant Responsibility Area = 7.96 Acres

Interstate 87

C-Store = 1,029± sf

Passenger Parking Spaces = 3
ADA Spaces = 1

1 Standard Diesel Dispenser

1 E-85 Dispenser

See Note 1

Sloatsburg Service Area

Sloatsburg Service Area

Sloatsburg Service Area

See Note 2

Fuel Tank Surface/Covers = 3,168± sf

Truck Parking Spaces = 5

Service Building = 1,405± sf

Fuel Canopy = 2,445± sf
12 Fuel Dispensers

Responsibility Notes:

1. The limit shall be to the edge of the pavement or edge of the sidewalk toward the mainline.
2. The limit shall be the base of the embankment.
3. Any structure not under fuel operator control, and 3 feet around them, shall be the responsibility of the owner/occupier.
4. Fuel Operator is responsible for litter and debris in areas immediately surrounding the fuel area borders that don't abut the food service area of responsibility.

Fuel Facility Responsibility Map
New York State Thruway Interstate I-87

Legend

- Restaurant Responsibility Area*
- Fuel Area Buildings
- Fuel Responsibility Area
- NYSTA ROW Boundary
- NYSTA Easement Boundary

*No Features or Parking Inventories Within the Restaurant Responsibility Area

120 60 0 120 Feet

N

NEW YORK STATE | Thruway Authority

Issuance Date: 4/2/2026

Sloatsburg Service Area
Mile Post 33.0
Town of Ramapo

Map A-2

Aerial Imagery Date: 3/19/2025

Restaurant Responsibility Area = 6.00 Acres

Fuel Responsibility Area = 1.81 Acres

Fuel Canopy = 4,046± sf
Kiosk = 200± sf
10 Fuel Dispensers

Service & Generator Building = 1,713± sf

Trooper Robert V Conklin Dr

Ramapo Service Area

Waldron Ter

See Note 1

Ramapo Service Area

See Note 2

1 Standard Diesel Dispenser

Fuel Tank Surface/Covers = 2,340± sf

87

Interstate 87

Sloatsburg Service Area

Responsibility Notes:

1. The limit shall be to the fence line.
2. The limit shall be to the fence line.
3. Any structure not under fuel operator control, and 3 feet around them, shall be the responsibility of the owner/occupier.
4. Fuel Operator is responsible for litter and debris in areas immediately surrounding the fuel area borders that don't abut the food service area of responsibility.

Fuel Facility Responsibility Map
New York State Thruway Interstate I-87

Legend

- Restaurant Responsibility Area*
- Fuel Area Buildings
- Fuel Responsibility Area
- NYSTA ROW Boundary
- NYSTA Easement Boundary

*No Features or Parking Inventories Within the Restaurant Responsibility Area

120 60 0 120 Feet

N

NEW YORK STATE | Thruway Authority

Issuance Date: 4/2/2026

Ramapo Service Area
Mile Post 33.4
Town of Ramapo

Map A-3

Aerial Imagery Date: 3/23/2025

Interstate 87 Southbound

Interstate 87 Northbound

87

Restaurant Responsibility Area = 6.61 Acres

Plattekill Service Area

Fuel Canopy = 2,976± sf
8 Fuel Dispensers

Fuel Responsibility Area = 1.51 Acres

1 Standard Diesel Dispenser

See Note 1

See Note 2

Truck Parking Spaces = 4

Fuel Tank Surface/Covers = 2,232± sf

Passenger Parking Spaces = 8
ADA Spaces = 1

C-Store = 1,008± sf

Acorn Dr

Heinsman Ln

Responsibility Notes:

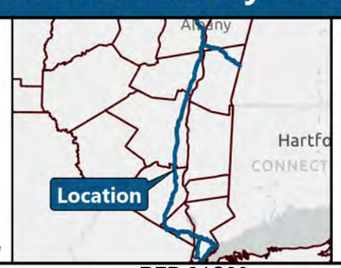
1. The limit shall be to the guiderail, wooden posts, or delineators.
2. The limit shall be to the guiderail.
3. Any structure not under fuel operator control, and 3 feet around them, shall be the responsibility of the owner/occupier.
4. Fuel Operator is responsible for litter and debris in areas immediately surrounding the fuel area borders that don't abut the food service area of responsibility.

Fuel Facility Responsibility Map
New York State Thruway Interstate I-87

Legend

- Restaurant Responsibility Area*
- Fuel Responsibility Area
- NYSTA ROW Boundary
- NYSTA Easement Boundary
- Fuel Area Buildings
- Fuel Logo Road Sign With Digital Pricing Displays

*No Features or Parking Inventories Within the Restaurant Responsibility Area



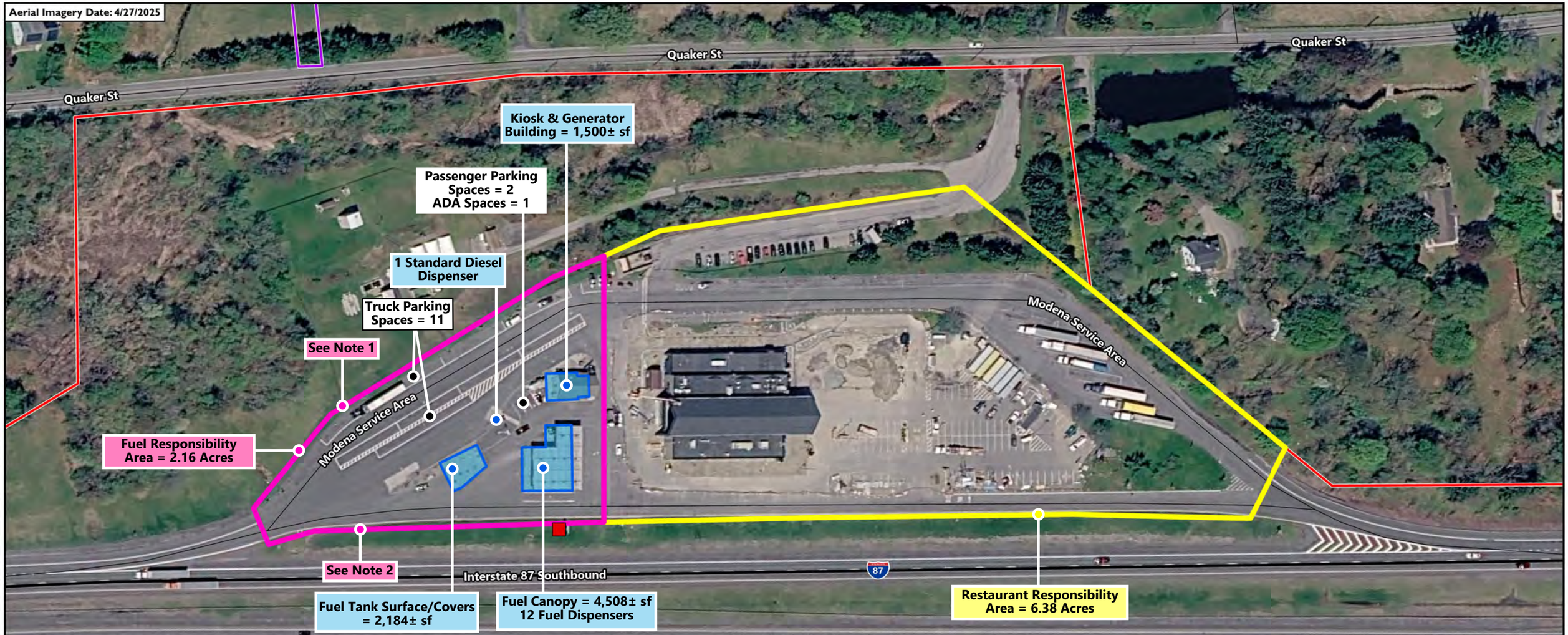
100 50 0 100 Feet

NEW YORK STATE | Thruway Authority

Issuance Date: 4/2/2026

Plattekill Service Area
Mile Post 64.8
Town of Newburgh

Map A-4



Responsibility Notes:

1. The limit shall be to the fence line.
2. The limit shall be to the guiderail.
3. Any structure not under fuel operator control, and 3 feet around them, shall be the responsibility of the owner/occupier.
4. Fuel Operator is responsible for litter and debris in areas immediately surrounding the fuel area borders that don't abut the food service area of responsibility.

Fuel Facility Responsibility Map
New York State Thruway Interstate I-87

Legend

- Restaurant Responsibility Area*
- Fuel Responsibility Area
- NYSTA ROW Boundary
- NYSTA Easement Boundary
- Fuel Area Buildings
- Fuel Logo Road Sign With Digital Pricing Displays

*No Features or Parking Inventories Within the Restaurant Responsibility Area

120 60 0 120 Feet

NEW YORK STATE | Thruway Authority

Issuance Date: 4/2/2026

Modena Service Area
Mile Post 66.0
Town of Newburgh

Map A-5

Aerial Imagery Date: 9/10/2024

Frederick Dr

C-Store = 1,029± sf

1 Standard Diesel Dispenser
2 High Speed Diesel Dispensers

Service Rd

Passenger Parking Spaces = 8
ADA Spaces = 1

Truck Parking Spaces = 4

Esther Pl

Fuel Responsibility Area = 1.72 Acres

Service Rd

See Note 1

Ulster Service Area

Ulster Service Area

Ulster Service Area

See Note 2

Fuel Tank Surface/Covers = 2,205± sf

Bus Parking Spaces = 1

Interstate 87 Southbound

Fuel Canopy = 2,829± sf
8 Fuel Dispensers

Restaurant Responsibility Area = 7.27 Acres

87

Responsibility Notes:

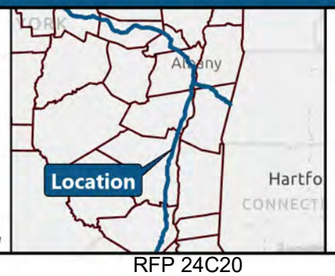
1. The limit shall be the edge of the pavement.
2. The limit shall be to the delineators.
3. Any structure not under fuel operator control, and 3 feet around them, shall be the responsibility of the owner/occupier.
4. Fuel Operator is responsible for litter and debris in areas immediately surrounding the fuel area borders that don't abut the food service area of responsibility.

Fuel Facility Responsibility Map
New York State Thruway Interstate I-87

Legend

- Restaurant Responsibility Area*
- Fuel Responsibility Area
- NYSTA ROW Boundary
- NYSTA Easement Boundary
- Fuel Area Buildings
- Fuel Logo Road Sign With Digital Pricing Displays

*No Features or Parking Inventories Within the Restaurant Responsibility Area



100 50 0 100 Feet

NEW YORK STATE | Thruway Authority

Issuance Date: 4/2/2026

Ulster Service Area
Mile Post 96.3
Town of Ulster

Map A-6

Aerial Imagery Date: 9/10/2024

Restaurant Responsibility Area = 7.37 Acres

Fuel Canopy = 5,100± sf
Kiosk = 112± sf
10 Fuel Dispensers

Fuel Responsibility Area = 1.74 Acres

Interstate 87 Southbound

Interstate 87 Northbound

Malden Turnpike

34

Bus Parking Spaces = 2

1 Standard Diesel Dispenser

See Note 1

See Note 2

Malden Service Area

Truck Parking Spaces = 3

Fuel Tank Surface/Covers = 2,090± sf

Passenger Parking Spaces = 4

Service & Generator Building = 2,090± sf

Parking Lot

Responsibility Notes:

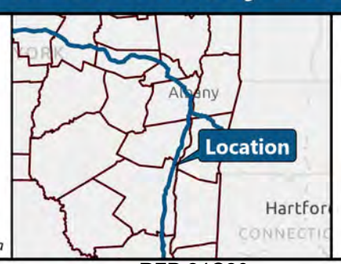
1. The limit shall be to the delineators.
2. The limit shall be in front of food operator shed then to the fence line.
3. Any structure not under fuel operator control, and 3 feet around them, shall be the responsibility of the owner/occupier.
4. Fuel Operator is responsible for litter and debris in areas immediately surrounding the fuel area borders that don't abut the food service area of responsibility.

Fuel Facility Responsibility Map
New York State Thruway Interstate I-87

Legend

- Restaurant Responsibility Area*
- Fuel Responsibility Area
- NYSTA ROW Boundary
- NYSTA Easement Boundary
- Fuel Area Buildings
- Fuel Logo Road Sign With Digital Pricing Displays

*No Features or Parking Inventories Within the Restaurant Responsibility Area



120 60 0 120 Feet

NEW YORK STATE | Thruway Authority

Issuance Date: 4/2/2026

Malden Service Area
Mile Post 103.2
Town of Saugerties

Map A-7

Aerial Imagery Date: 5/11/2025

Service Garage = 643± sf

Fuel Canopy = 4,653± sf
Kiosk = 112± sf
10 Fuel Dispensers

Service & Generator Building = 1,440± sf

Truck Parking Spaces = 5

Passenger Parking Spaces = 6

Northbound Fuel Responsibility Area = 1.58 Acres

Fuel Tank Surface/Covers = 1,935± sf

Above Ground Fuel Tank = 142 sf

3 Standard Diesel Dispensers

Thruway Access Rd

Thruway Rest Stop Rd

New Baltimore Service Area

Route 144

Southbound Fuel Responsibility Area = 2.70 Acres

Northbound

Southbound

Fuel Tank Surface/Covers = 1,595± sf

Truck Parking Spaces = 18

2 Standard Diesel Dispensers

See Note 1

See Note 2

Passenger Parking Spaces = 5

Interstate 87

Fuel Canopy = 4,420± sf
Kiosk = 300± sf
14 Fuel Dispensers

Restaurant Responsibility Area = 12.64 Acres

Kings Rd

Responsibility Notes:

1. The west to south limits shall be to the guiderail except for the driveway area to the NYSTA salt shed, when the limit becomes the edge of the pavement.
2. The limit shall be to the wooden posts or delineators.
3. Any structure not under fuel operator control, and 3 feet around them, shall be the responsibility of the owner/occupier.
4. Fuel Operator is responsible for litter and debris in areas immediately surrounding the fuel area borders that don't abut the food service area of responsibility.
5. The northbound fuel location is only accessible to vehicles traveling northbound.
6. The southbound fuel location is only accessible to vehicles traveling southbound.

Fuel Facility Responsibility Map
New York State Thruway Interstate I-87

Legend

- Restaurant Responsibility Area*
- Fuel Responsibility Area
- NYSTA ROW Boundary
- NYSTA Easement Boundary
- Fuel Area Buildings
- Fuel Logo Road Sign With Digital Pricing Displays

*No Features or Parking Inventories Within the Restaurant Responsibility Area

140 70 0 140 Feet

NEW YORK STATE | Thruway Authority

Issuance Date: 4/6/2026

New Baltimore Service Area
Mile Post 127.0
Town of New Baltimore

Map A-8

Aerial Imagery Date: 5/11/2025

Restaurant Responsibility Area = 8.51 Acres

Fuel Canopy = 1,500± sf
Kiosk = 112± sf
6 Fuel Dispensers

Service & Generator Building = 1,395± sf

Fuel Tank Surface/Covers = 2,331± sf

Fuel Responsibility Area = 2.49 Acres

See Note 1

2 Standard Diesel Dispensers

Interstate 90 Eastbound

Guilderland Service Plaza

Guilderland Service Plaza

Brookview Dr

See Note 2

Truck Parking Spaces = 11

Passenger Parking Spaces = 4

Responsibility Notes:

1. The limit shall be to the delineators.
2. The limit shall be to the fence line, including light poles.
3. Any structure not under fuel operator control, and 3 feet around them, shall be the responsibility of the owner/occupier.
4. Fuel Operator is responsible for litter and debris in areas immediately surrounding the fuel area borders that don't abut the food service area of responsibility.

Fuel Facility Responsibility Map
New York State Thruway Interstate I-90

Legend

- Restaurant Responsibility Area*
- Fuel Responsibility Area
- NYSTA ROW Boundary
- NYSTA Easement Boundary
- Fuel Area Buildings
- Fuel Logo Road Sign With Digital Pricing Displays
- Light Pole

*No Features or Parking Inventories Within the Restaurant Responsibility Area

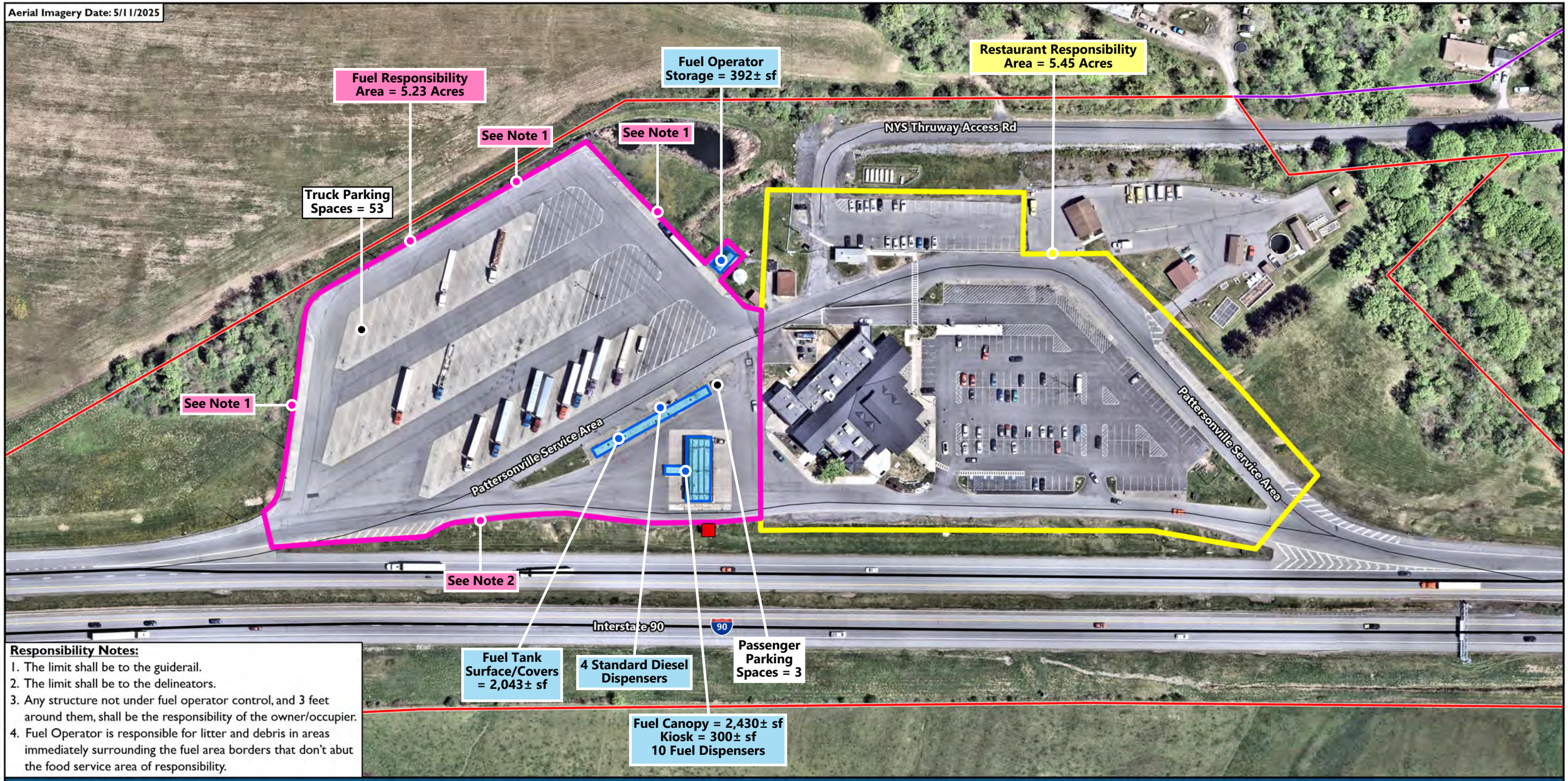
120 60 0 120 Feet

NEW YORK STATE | Thruway Authority

Issuance Date: 4/2/2026

Guilderland Service Area
Mile Post 152.9
Town of Guilderland

Map A-9



Responsibility Notes:

1. The limit shall be to the guiderail.
2. The limit shall be to the delineators.
3. Any structure not under fuel operator control, and 3 feet around them, shall be the responsibility of the owner/occupier.
4. Fuel Operator is responsible for litter and debris in areas immediately surrounding the fuel area borders that don't abut the food service area of responsibility.

Fuel Facility Responsibility Map
New York State Thruway Interstate I-90

Legend

- Restaurant Responsibility Area*
- Fuel Responsibility Area
- NYSTA ROW Boundary
- NYSTA Easement Boundary
- Fuel Area Buildings
- Fuel Logo Road Sign With Digital Pricing Displays

*No Features or Parking Inventories Within the Restaurant Responsibility Area

120 60 0 120 Feet

NEW YORK STATE | Thruway Authority

Issuance Date: 4/2/2026

Pattersonville Service Area
Mile Post 168.1
Town of Florida

Map A-10

Aerial Imagery Date: 9/22/2023

Fuel Canopy = 2,400± sf
Kiosk = 112± sf
8 Fuel Dispensers

Fuel Responsibility
Area = 2.68 Acres

Interstate 90

Restaurant Responsibility
Area = 4.57 Acres

Fuel Tank
Surface/Covers
= 1,840± sf

See Note 1

2 Standard Diesel
Dispensers

Mohawk Service Area

Mohawk Service Area

See Note 2

Service Rd

Truck Parking
Spaces = 14

Service Rd

Service & Generator
Building = 1,396± sf

Passenger Parking
Spaces = 4

Responsibility Notes:

1. The limit shall be to the edge of the pavement toward the mainline.
2. The limit shall be the edge of the pavement.
3. Any structure not under fuel operator control, and 3 feet around them, shall be the responsibility of the owner/occupier.
4. Fuel Operator is responsible for litter and debris in areas immediately surrounding the fuel area borders that don't abut the food service area of responsibility.

Fuel Facility Responsibility Map
New York State Thruway Interstate I-90

Legend

- Restaurant Responsibility Area*
- Fuel Responsibility Area
- NYSTA ROW Boundary
- NYSTA Easement Boundary
- Fuel Area Buildings
- Fuel Logo Road Sign With Digital Pricing Displays

*No Features or Parking Inventories Within the Restaurant Responsibility Area

100 50 0 100 Feet

N

NEW YORK STATE | Thruway Authority

Issuance Date: 4/2/2026

Mohawk Service Area
Mile Post 171.9
Town of Florida

Map A-11

Aerial Imagery Date: 04/22/2025

Restaurant Responsibility Area = 7.15 Acres

Emergency Generator Building (S3126) = 569± sf

Fuel Operator Storage (S3127) = 335± sf

Fuel Operator Storage = 102± sf

Nys Thruway Access Rd

Iroquois Service Area

See Note 1

Fuel Responsibility Area = 1.65 Acres

Iroquois Service Area

Nys Thruway Access Rd

See Note 2

Interstate 90

Fuel Tank Surface/Covers = 2,172± sf

Service Building = 1,370± sf

4 Standard Diesel Dispensers

Fuel Canopy = 2,430± sf
Kiosk = 300± sf
10 Fuel Dispensers

Passenger Parking Spaces = 1

Interstate 90

Area

Indian Castle Service Area

Responsibility Notes:

1. The limit shall be to the fence line behind the storage and generator buildings, then the edge of the pavement.
2. The limit shall be to the fence line.
3. Any structure not under fuel operator control, and 3 feet around them, shall be the responsibility of the owner/occupier.
4. Fuel Operator is responsible for litter and debris in areas immediately surrounding the fuel area borders that don't abut the food service area of responsibility.

Fuel Facility Responsibility Map
New York State Thruway Interstate I-90

Legend

- Restaurant Responsibility Area*
- Fuel Responsibility Area
- NYSTA ROW Boundary
- NYSTA Easement Boundary
- Fuel Area Buildings
- Fuel Logo Road Sign With Digital Pricing Displays

*No Features or Parking Inventories Within the Restaurant Responsibility Area

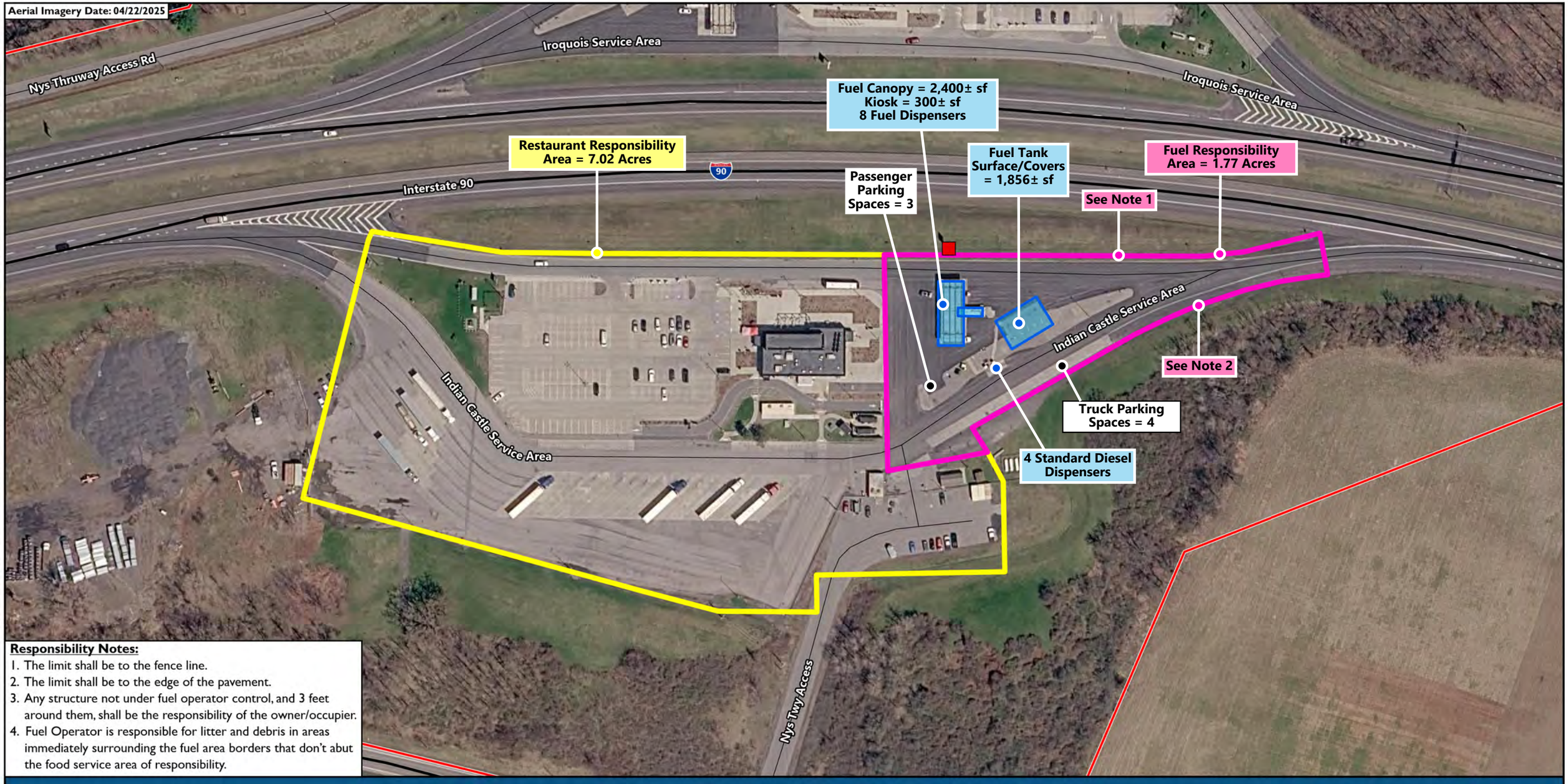
120 60 0 120 Feet

NEW YORK STATE | Thruway Authority

Issuance Date: 4/2/2026

Iroquois Service Area
Mile Post 209.8
Town of Danube

Map A-12



Responsibility Notes:

1. The limit shall be to the fence line.
2. The limit shall be to the edge of the pavement.
3. Any structure not under fuel operator control, and 3 feet around them, shall be the responsibility of the owner/occupier.
4. Fuel Operator is responsible for litter and debris in areas immediately surrounding the fuel area borders that don't abut the food service area of responsibility.

Fuel Facility Responsibility Map
New York State Thruway Interstate I-90

Legend

- Restaurant Responsibility Area*
- Fuel Responsibility Area
- NYSTA ROW Boundary
- NYSTA Easement Boundary
- Fuel Area Buildings
- Fuel Logo Road Sign With Digital Pricing Displays

*No Features or Parking Inventories Within the Restaurant Responsibility Area

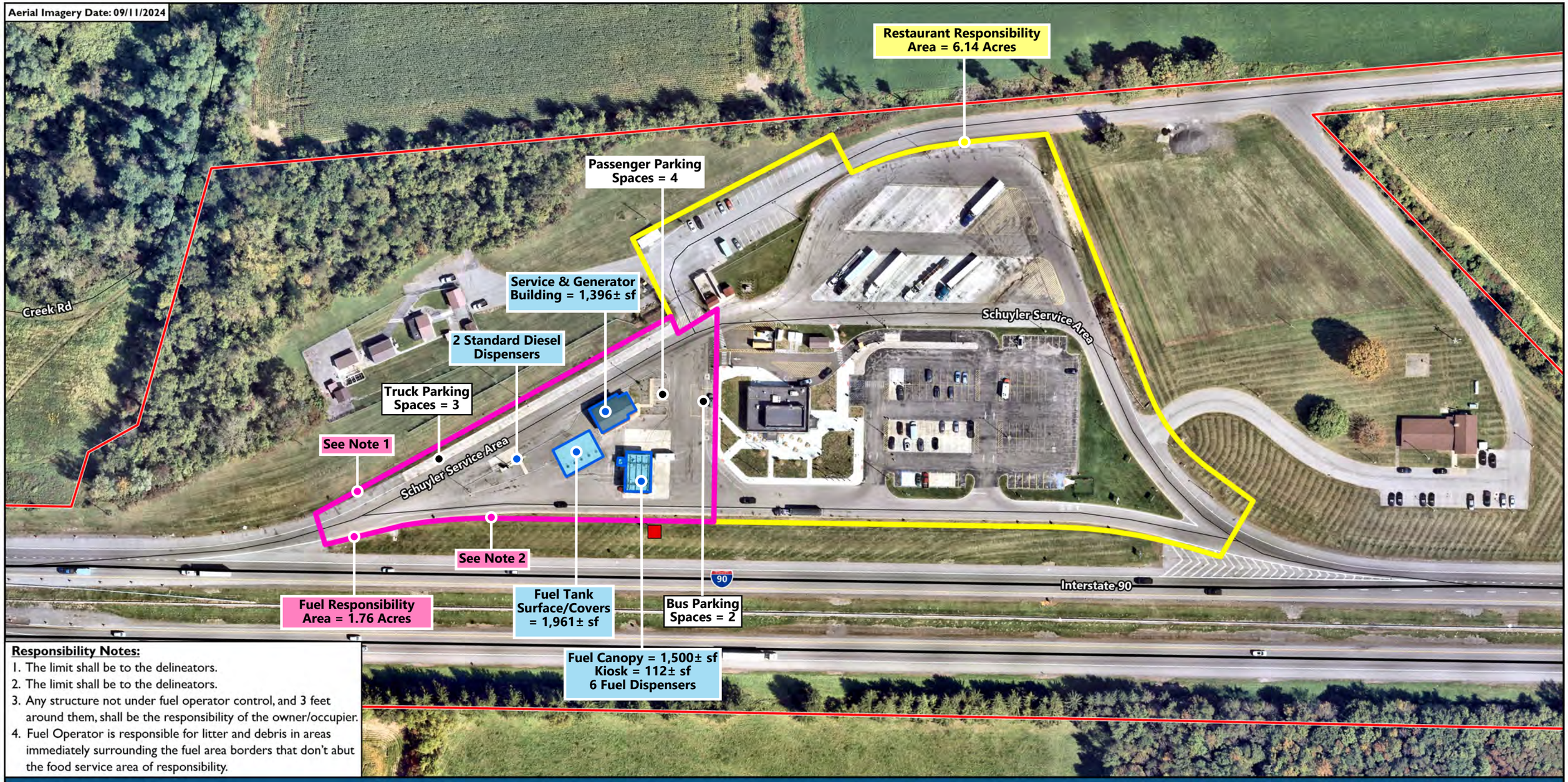
120 60 0 120 Feet

NEW YORK STATE | Thruway Authority

Issuance Date: 4/2/2026

Indian Castle Service Area
Mile Post 210.0
Town of Danube

Map A-13



Responsibility Notes:

1. The limit shall be to the delineators.
2. The limit shall be to the delineators.
3. Any structure not under fuel operator control, and 3 feet around them, shall be the responsibility of the owner/occupier.
4. Fuel Operator is responsible for litter and debris in areas immediately surrounding the fuel area borders that don't abut the food service area of responsibility.

Fuel Facility Responsibility Map
New York State Thruway Interstate I-90

Legend

- Restaurant Responsibility Area*
- Fuel Responsibility Area
- NYSTA ROW Boundary
- NYSTA Easement Boundary
- Fuel Area Buildings
- Fuel Logo Road Sign With Digital Pricing Displays

*No Features or Parking Inventories Within the Restaurant Responsibility Area

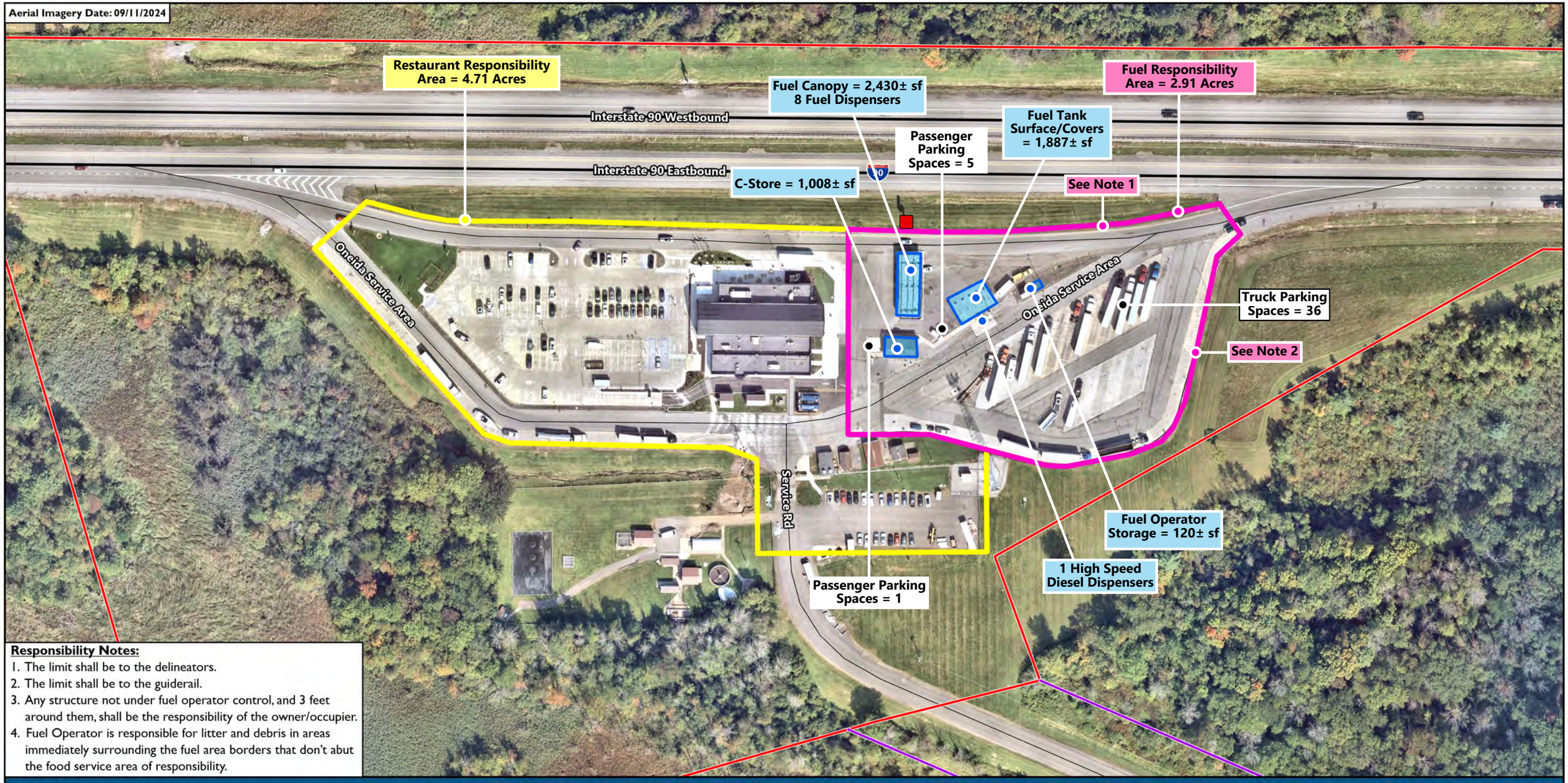
120 60 0 120 Feet

NEW YORK STATE | Thruway Authority

Issuance Date: 4/2/2026

Schuyler Service Area
Mile Post 227.0
Town of Schuyler

Map A-14



Responsibility Notes:

1. The limit shall be to the delineators.
2. The limit shall be to the guiderail.
3. Any structure not under fuel operator control, and 3 feet around them, shall be the responsibility of the owner/occupier.
4. Fuel Operator is responsible for litter and debris in areas immediately surrounding the fuel area borders that don't abut the food service area of responsibility.

Fuel Facility Responsibility Map
New York State Thruway Interstate I-90

Legend

- Restaurant Responsibility Area*
- Fuel Responsibility Area
- NYSTA ROW Boundary
- NYSTA Easement Boundary
- Fuel Area Buildings
- Fuel Logo Road Sign With Digital Pricing Displays

*No Features or Parking Inventories Within the Restaurant Responsibility Area

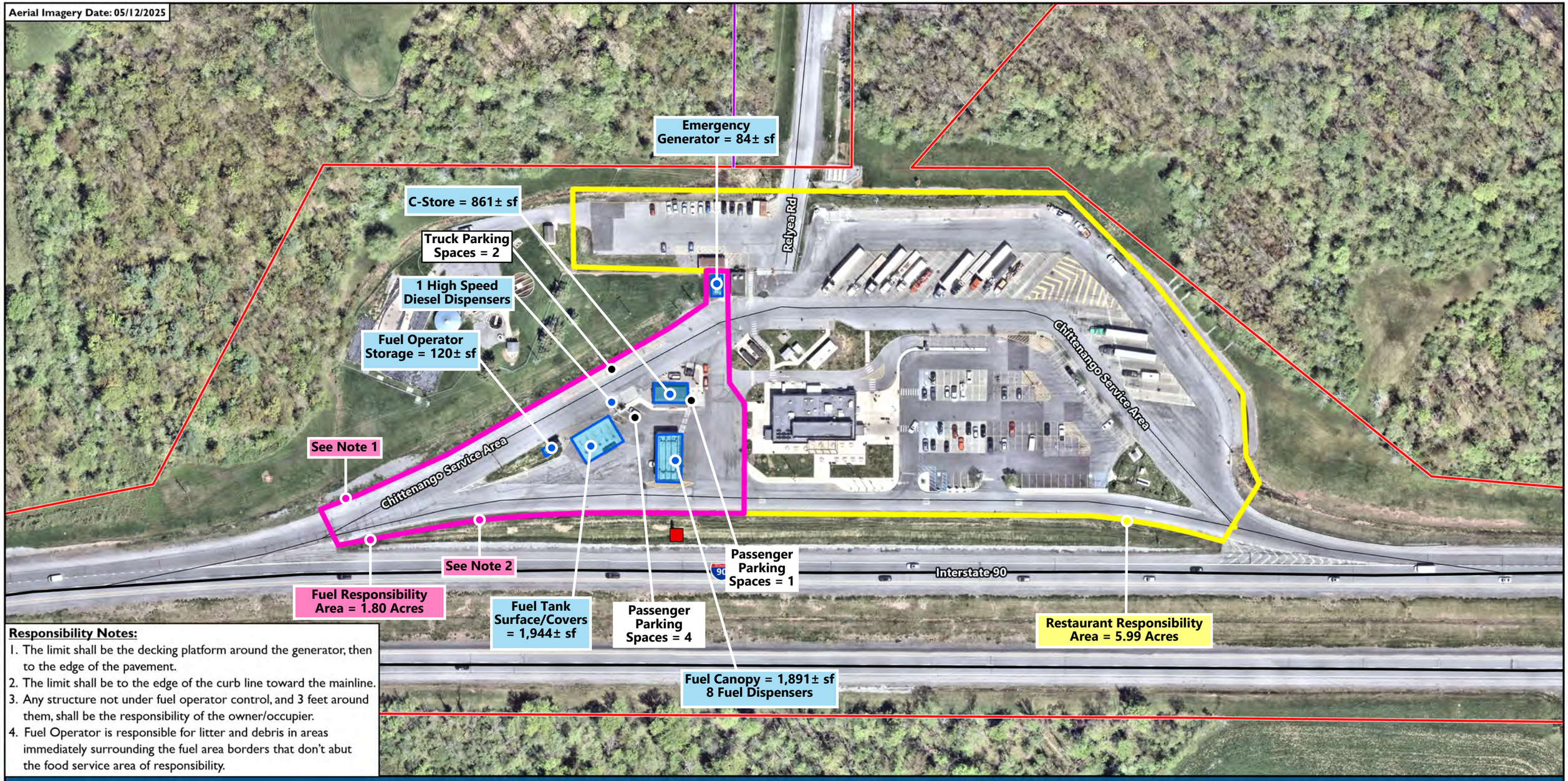
120 60 0 120 Feet

NEW YORK STATE | Thruway Authority

Issuance Date: 4/2/2026

Oneida Service Area
Mile Post 244.2
Town of Westmoreland

Map A-15



Responsibility Notes:

1. The limit shall be the decking platform around the generator, then to the edge of the pavement.
2. The limit shall be to the edge of the curb line toward the mainline.
3. Any structure not under fuel operator control, and 3 feet around them, shall be the responsibility of the owner/occupier.
4. Fuel Operator is responsible for litter and debris in areas immediately surrounding the fuel area borders that don't abut the food service area of responsibility.

Fuel Facility Responsibility Map
New York State Thruway Interstate I-90

Legend

- Restaurant Responsibility Area*
- Fuel Responsibility Area
- NYSTA ROW Boundary
- NYSTA Easement Boundary
- Fuel Area Buildings
- Fuel Logo Road Sign With Digital Pricing Displays

*No Features or Parking Inventories Within the Restaurant Responsibility Area

120 60 0 120 Feet

NEW YORK STATE | Thruway Authority

Issuance Date: 4/2/2026

Chittenango Service Area
Mile Post 266.2
Town of Sullivan

Map A-16

Aerial Imagery Date: 04/30/2025

Fuel Canopy = 4,814± sf
8 Fuel Dispensers

Fuel Tank Surface/Covers = 1,705± sf

Fuel Responsibility Area = 3.06 Acres

Restaurant Responsibility Area = 4.44 Acres

Interstate 90 Westbound

Interstate 90 Eastbound

Bus Parking Spaces = 1

1 High Speed Diesel Dispensers

See Note 1

Dewitt Travel Plz

STPT Drwy

Truck Parking Spaces = 20

See Note 2

Truck Parking Spaces = 4

Kiosk & Generator Building = 1,370± sf

Passenger Parking Spaces = 3
ADA Spaces = 1

Tarbell Rd

Tarbell Rd

Responsibility Notes:

1. The limit shall be to the delineators.
2. The limit shall be to the edge of the pavement.
3. Any structure not under fuel operator control, and 3 feet around them, shall be the responsibility of the owner/occupier.
4. Fuel Operator is responsible for litter and debris in areas immediately surrounding the fuel area borders that don't abut the food service area of responsibility.

Fuel Facility Responsibility Map
New York State Thruway Interstate I-90

Legend

- Restaurant Responsibility Area*
- Fuel Responsibility Area
- NYSTA ROW Boundary
- NYSTA Easement Boundary
- Fuel Area Buildings
- Fuel Logo Road Sign With Digital Pricing Displays

*No Features or Parking Inventories Within the Restaurant Responsibility Area

120 60 0 120 Feet

N

NEW YORK STATE | Thruway Authority

Issuance Date: 4/2/2026

DeWitt Service Area
Mile Post 279.6
Town of DeWitt

Map A-17

Aerial Imagery Date: 04/30/2025

Brickyard Rd

Brickyard Rd

Brickyard Rd

Brickyard Rd

118

Passenger Parking Spaces = 4

Remediation Connex = 154± sf

Truck Parking Spaces = 15

Truck Parking Spaces = 8

Fuel Responsibility Area = 3.07 Acres

See Note 1

See Note 2

Restaurant Responsibility Area = 6.63 Acres

Warners Travel Plz

Warners Travel Plz

1 High Speed Diesel Dispenser

Fuel Tank Surface/Covers = 1,800± sf

Service & Generator Building = 1,370± sf

Fuel Canopy = 3,096± sf
Kiosk = 126± sf
10 Fuel Dispensers

90

Interstate 90 Westbound

Interstate 90 Eastbound

Responsibility Notes:

1. The limit shall be to the delineators.
2. The limit shall be to the delineators.
3. Any structure not under fuel operator control, and 3 feet around them, shall be the responsibility of the owner/occupier.
4. Fuel Operator is responsible for litter and debris in areas immediately surrounding the fuel area borders that don't abut the food service area of responsibility.

Fuel Facility Responsibility Map
New York State Thruway Interstate I-90

Legend

- Restaurant Responsibility Area*
- Fuel Responsibility Area
- NYSTA ROW Boundary
- NYSTA Easement Boundary
- Fuel Area Buildings
- Fuel Logo Road Sign With Digital Pricing Displays

*No Features or Parking Inventories Within the Restaurant Responsibility Area

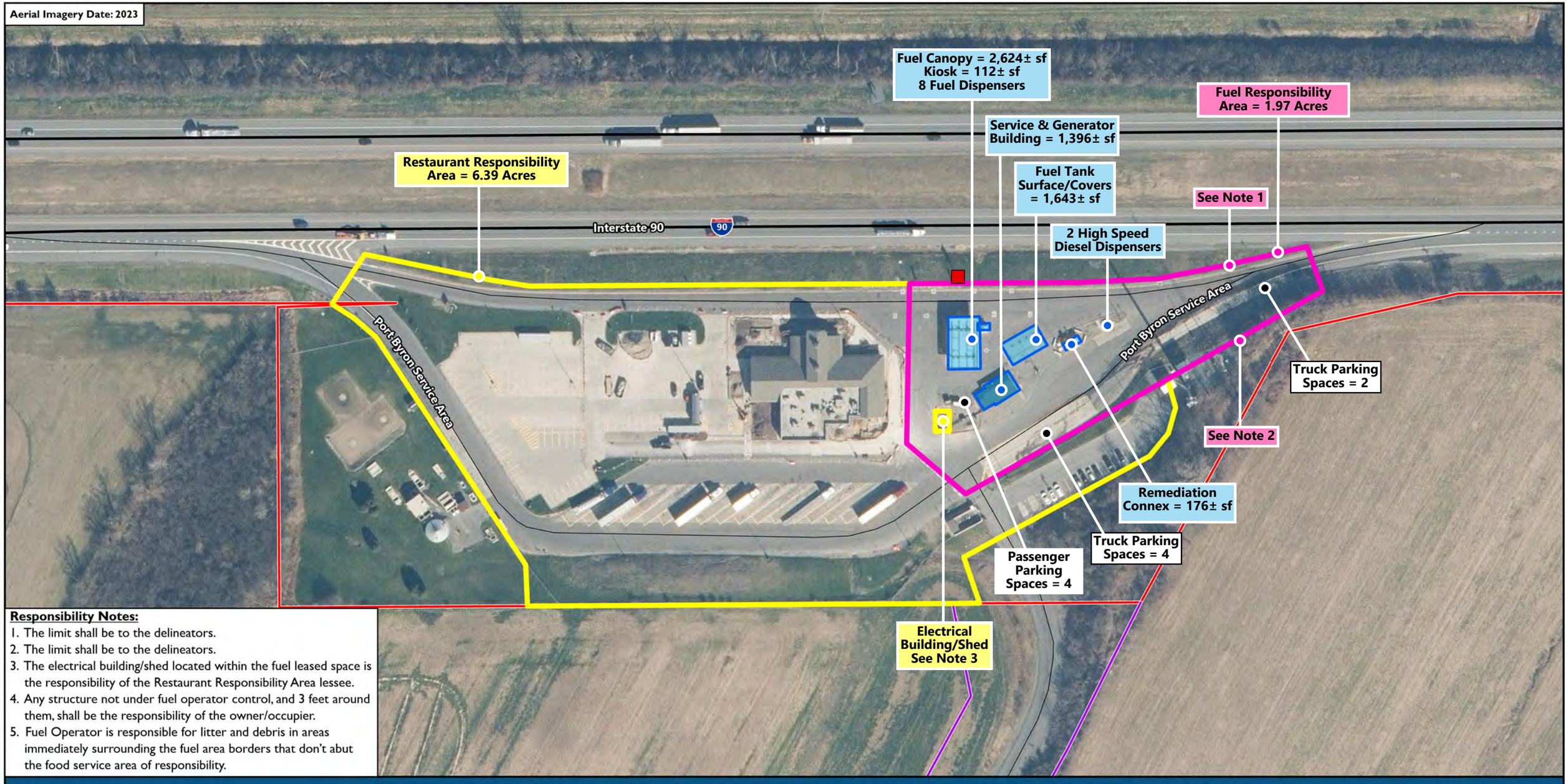
120 60 0 120 Feet

NEW YORK STATE | Thruway Authority

Issuance Date: 4/2/2026

Warners Service Area
Mile Post 291.4
Town of Van Buren

Map A-18



Responsibility Notes:

1. The limit shall be to the delineators.
2. The limit shall be to the delineators.
3. The electrical building/shed located within the fuel leased space is the responsibility of the Restaurant Responsibility Area lessee.
4. Any structure not under fuel operator control, and 3 feet around them, shall be the responsibility of the owner/occupier.
5. Fuel Operator is responsible for litter and debris in areas immediately surrounding the fuel area borders that don't abut the food service area of responsibility.

Fuel Facility Responsibility Map
New York State Thruway Interstate I-90

Legend

- Restaurant Responsibility Area*
- Fuel Responsibility Area
- NYSTA ROW Boundary
- NYSTA Easement Boundary
- Fuel Area Buildings
- Fuel Logo Road Sign With Digital Pricing Displays

*No Features or Parking Inventories Within the Restaurant Responsibility Area

120 60 0 120 Feet

NEW YORK STATE | Thruway Authority

Issuance Date: 4/2/2026

Port Byron Service Area
Mile Post 310.3
Town of Montezuma

Map A-19

Aerial Imagery Date: 2023

C-Store = 1,050± sf

Passenger Parking Spaces = 1

Restaurant Responsibility Area = 5.35 Acres

1 High Speed Diesel Dispenser

Fuel Tank Surface/Covers = 1,961± sf

Fuel Operator Storage = 120± sf

See Note 1

Truck Parking Spaces = 37

Fuel Responsibility Area = 2.61 Acres

Junius Ponds Service Area

Junius Ponds Service Area

See Note 2

Passenger Parking Spaces = 5

Bus Parking Spaces = 1

90 Interstate 90

Fuel Canopy = 1,891± sf
8 Fuel Dispensers

Responsibility Notes:

1. The limit shall be to the guiderail, then edge of pavement.
2. The limit shall be to the delineators.
3. Any structure not under fuel operator control, and 3 feet around them, shall be the responsibility of the owner/occupier.
4. Fuel Operator is responsible for litter and debris in areas immediately surrounding the fuel area borders that don't abut the food service area of responsibility.

Fuel Facility Responsibility Map
New York State Thruway Interstate I-90

Legend

- Restaurant Responsibility Area*
- Fuel Responsibility Area
- NYSTA ROW Boundary
- NYSTA Easement Boundary
- Fuel Area Buildings
- Fuel Logo Road Sign With Digital Pricing Displays

*No Features or Parking Inventories Within the Restaurant Responsibility Area

120 60 0 120 Feet

N

NEW YORK STATE | Thruway Authority

Issuance Date: 4/2/2026

Junius Ponds Service Area
Mile Post 323.7
Town of Junius

Map A-20

Aerial Imagery Date: 05/11/2025

Restaurant Responsibility Area = 5.81 Acres

Fuel Canopy = 2,542± sf
12 Fuel Dispensers

Passenger Parking Spaces = 4

Bus Parking Spaces = 1

Fuel Tank Surface/Covers = 2,150± sf

Fuel Responsibility Area = 2.73 Acres

See Note 1

Fuel Operator Storage = 150± sf

Interstate 90

Interstate 90

Clifton Springs Service Area

Clifton Springs Service Area

Truck Parking Spaces = 22

See Note 2

1 High Speed Diesel Dispenser

C-Store = 1,050± sf

Passenger Parking Spaces = 1

Spring Run

Doris Dr

State Route 96

State Route 96

Responsibility Notes:

1. The limit shall be to the delineators.
2. The limit shall be to the edge of the pavement.
3. Any structure not under fuel operator control, and 3 feet around them, shall be the responsibility of the owner/occupier.
4. Fuel Operator is responsible for litter and debris in areas immediately surrounding the fuel area borders that don't abut the food service area of responsibility.

Fuel Facility Responsibility Map
New York State Thruway Interstate I-90

Legend

- Restaurant Responsibility Area*
- Fuel Responsibility Area
- NYSTA ROW Boundary
- NYSTA Easement Boundary
- Fuel Area Buildings
- Fuel Logo Road Sign With Digital Pricing Displays

*No Features or Parking Inventories Within the Restaurant Responsibility Area

120 60 0 120 Feet

N

NEW YORK STATE | Thruway Authority

Issuance Date: 4/2/2026

Clifton Springs Service Area
Mile Post 337.2
Town of Manchester

Map A-21

Aerial Imagery Date: 09/01/2025

Aldridge Rd

Passenger Parking Spaces = 2

Aldridge Rd

See Note 1

Truck Parking Spaces = 36

Aldridge Rd

Seneca Service Area

Seneca Service Area

Fuel Operator Storage = 392± sf

See Note 2

Fuel Responsibility Area = 4.36 Acres

2 High Speed Diesel Dispensers

Fuel Tank Surface/Covers = 1,470± sf

Interstate 90

Fuel Canopy = 2,331± sf
Kiosk = 112± sf
8 Fuel Dispensers

Restaurant Responsibility Area = 5.77 Acres

Lane Rd

Lane Rd

Responsibility Notes:

1. The limit shall be to the edge of the pavement.
2. The limit shall be to the delineators.
3. Any structure not under fuel operator control, and 3 feet around them, shall be the responsibility of the owner/occupier.
4. Fuel Operator is responsible for litter and debris in areas immediately surrounding the fuel area borders that don't abut the food service area of responsibility.

Fuel Facility Responsibility Map
New York State Thruway Interstate I-90

Legend

- Restaurant Responsibility Area*
- Fuel Responsibility Area
- NYSTA ROW Boundary
- NYSTA Easement Boundary
- Fuel Area Buildings
- Fuel Logo Road Sign With Digital Pricing Displays

*No Features or Parking Inventories Within the Restaurant Responsibility Area

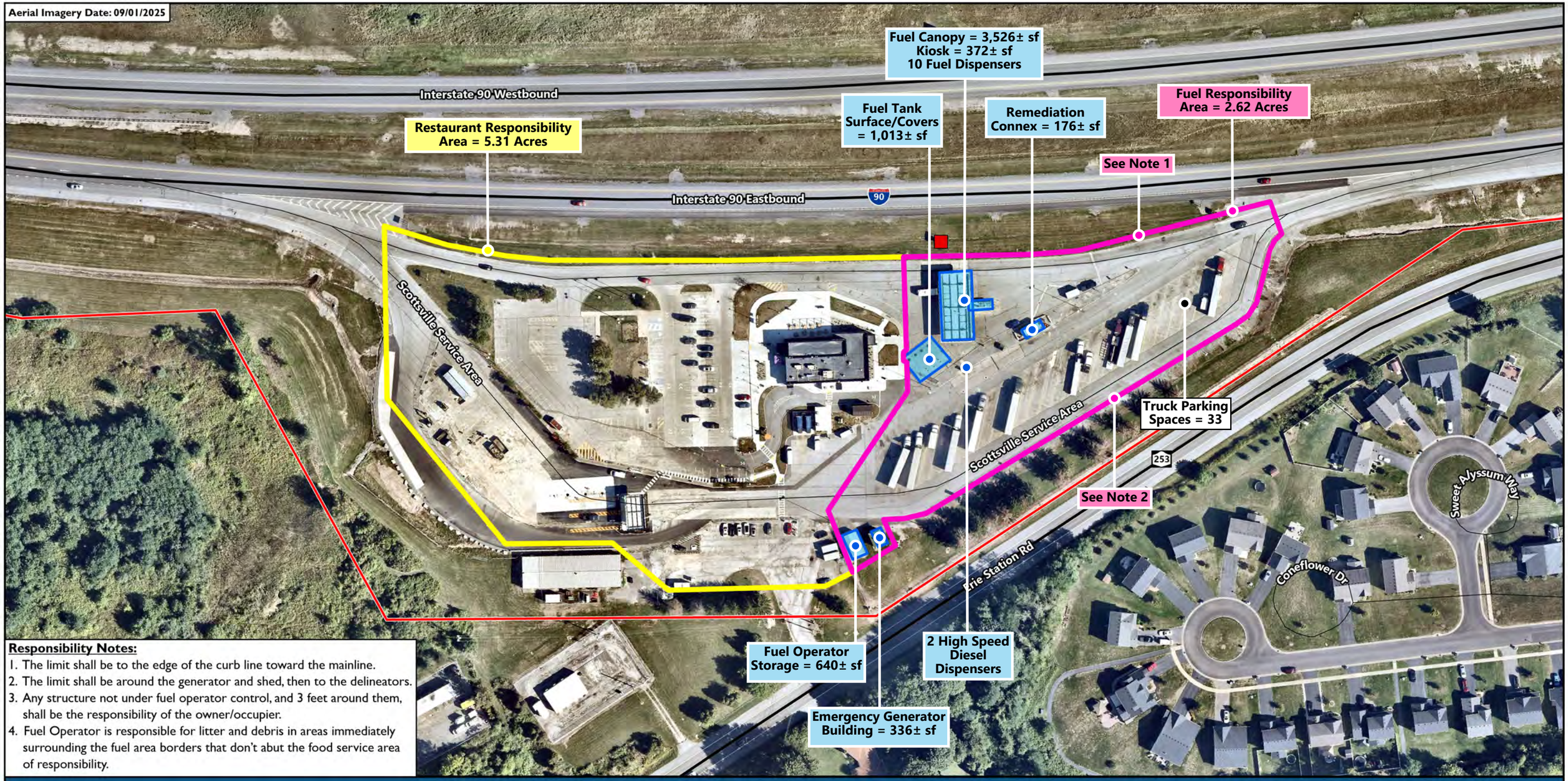
120 60 0 120 Feet

NEW YORK STATE | Thruway Authority

Issuance Date: 4/2/2026

Seneca Service Area
Mile Post 349.4
Town of Victor

Map A-22



Responsibility Notes:

1. The limit shall be to the edge of the curb line toward the mainline.
2. The limit shall be around the generator and shed, then to the delineators.
3. Any structure not under fuel operator control, and 3 feet around them, shall be the responsibility of the owner/occupier.
4. Fuel Operator is responsible for litter and debris in areas immediately surrounding the fuel area borders that don't abut the food service area of responsibility.

Fuel Facility Responsibility Map
New York State Thruway Interstate I-90

Legend

- Restaurant Responsibility Area*
- Fuel Responsibility Area
- NYSTA ROW Boundary
- NYSTA Easement Boundary
- Fuel Area Buildings
- Fuel Logo Road Sign With Digital Pricing Displays

*No Features or Parking Inventories Within the Restaurant Responsibility Area

120 60 0 120 Feet

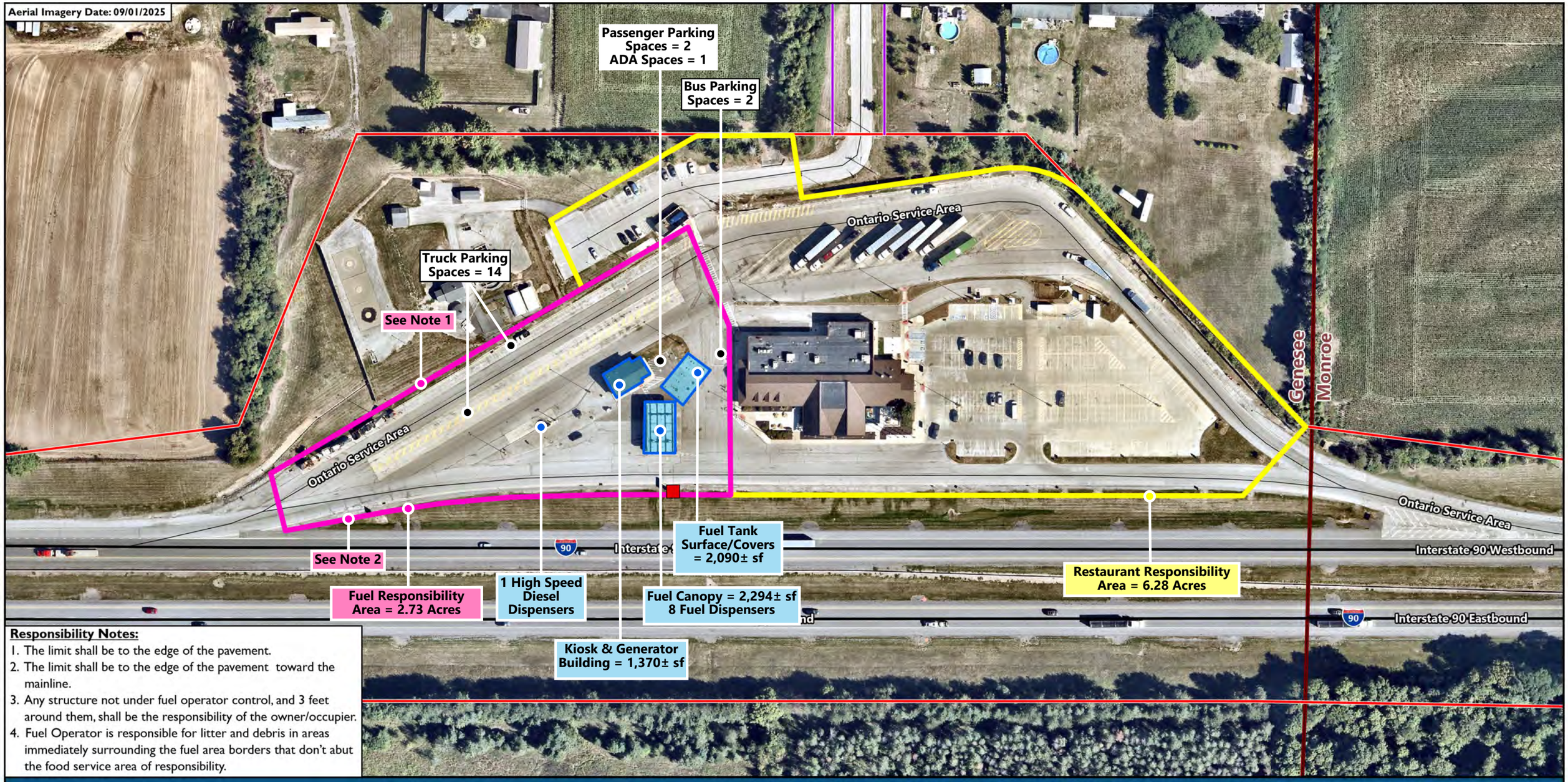
N

NEW YORK STATE | Thruway Authority

Issuance Date: 4/2/2026

Scottsville Service Area
Mile Post 365.8
Town of Henrietta

Map A-23



Responsibility Notes:

1. The limit shall be to the edge of the pavement.
2. The limit shall be to the edge of the pavement toward the mainline.
3. Any structure not under fuel operator control, and 3 feet around them, shall be the responsibility of the owner/occupier.
4. Fuel Operator is responsible for litter and debris in areas immediately surrounding the fuel area borders that don't abut the food service area of responsibility.

Fuel Facility Responsibility Map
New York State Thruway Interstate I-90

Legend

- Restaurant Responsibility Area*
- Fuel Responsibility Area
- NYSTA ROW Boundary
- NYSTA Easement Boundary
- Fuel Area Buildings
- Fuel Logo Road Sign With Digital Pricing Displays

*No Features or Parking Inventories Within the Restaurant Responsibility Area

120 60 0 120 Feet

N

NEW YORK STATE | Thruway Authority

Issuance Date: 4/2/2026

Ontario Service Area
Mile Post 375.5
Town of LeRoy

Map A-24

Aerial Imagery Date: 2023

Restaurant Responsibility Area = 6.80 Acres

Interstate 90 Westbound

Interstate 90 Eastbound

90

C-Store = 1,050± sf

Fuel Canopy = 4,042± sf
12 Fuel Dispensers

Fuel Tank Surface/Covers = 1,999± sf

1 High Speed Diesel Dispenser

Fuel Responsibility Area = 2.31 Acres

See Note 1

Pembroke Service Area

Pembroke Service Area

Truck Parking Spaces = 19

See Note 2

Passenger Parking Space = 1

Fuel Operator Storage = 231± sf

Emergency Generator Building = 532± sf

Responsibility Notes:

1. The limit shall be to the delineators.
2. The limit shall be around generator building and shed, then to the edge of the pavement.
3. Any structure not under fuel operator control, and 3 feet around them, shall be the responsibility of the owner/occupier.
4. Fuel Operator is responsible for litter and debris in areas immediately surrounding the fuel area borders that don't abut the food service area of responsibility.

Fuel Facility Responsibility Map
New York State Thruway Interstate I-90

Legend

- Restaurant Responsibility Area*
- Fuel Responsibility Area
- NYSTA ROW Boundary
- NYSTA Easement Boundary
- Fuel Area Buildings
- Fuel Logo Road Sign With Digital Pricing Displays

*No Features or Parking Inventories Within the Restaurant Responsibility Area

120 60 0 120 Feet

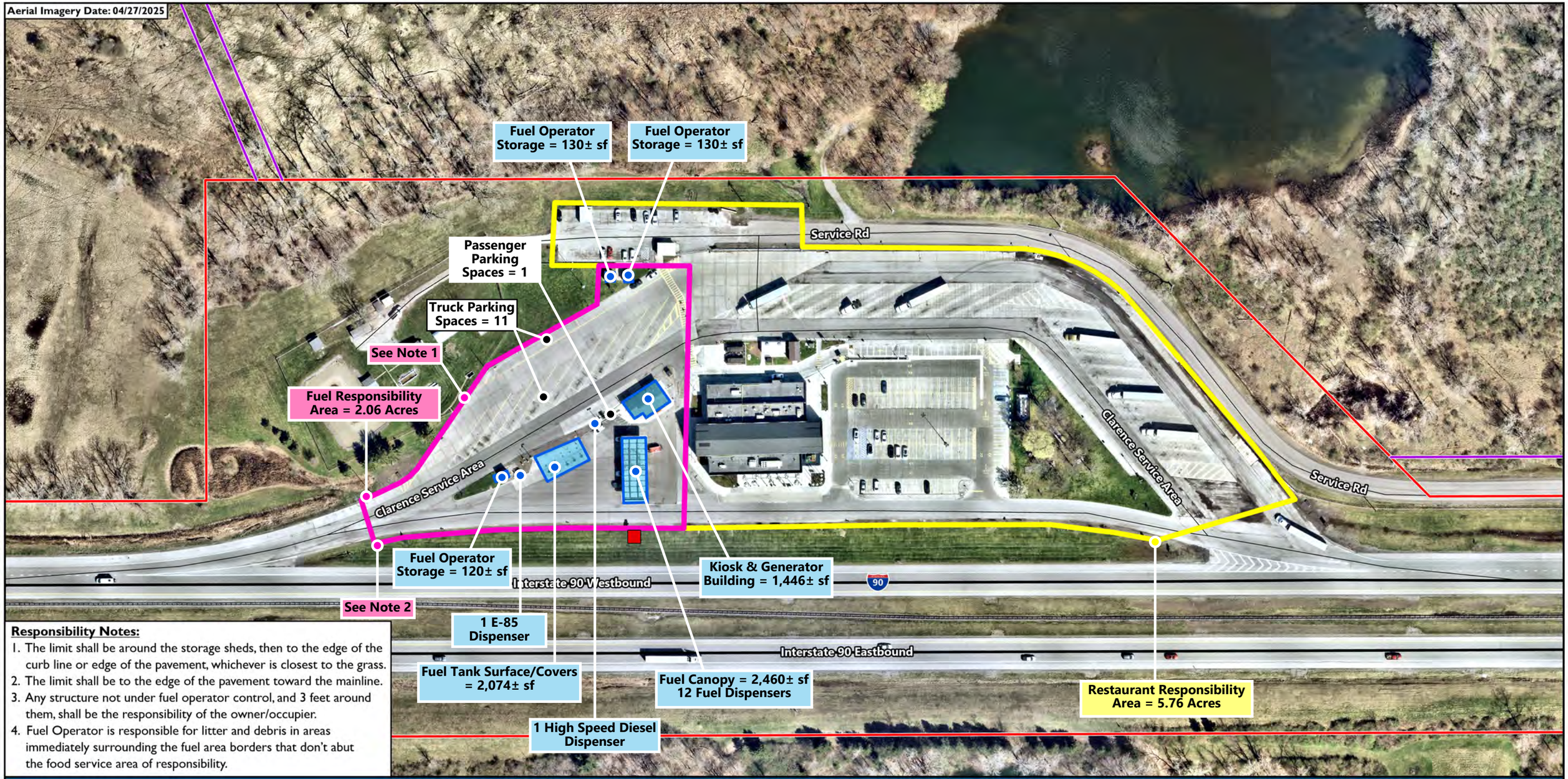
N

NEW YORK STATE | Thruway Authority

Issuance Date: 4/2/2026

Pembroke Service Area
Mile Post 397.5
Town of Pembroke

Map A-25



Responsibility Notes:

1. The limit shall be around the storage sheds, then to the edge of the curb line or edge of the pavement, whichever is closest to the grass.
2. The limit shall be to the edge of the pavement toward the mainline.
3. Any structure not under fuel operator control, and 3 feet around them, shall be the responsibility of the owner/occupier.
4. Fuel Operator is responsible for litter and debris in areas immediately surrounding the fuel area borders that don't abut the food service area of responsibility.

Fuel Facility Responsibility Map
New York State Thruway Interstate I-90

Legend

- Restaurant Responsibility Area*
- Fuel Responsibility Area
- NYSTA ROW Boundary
- NYSTA Easement Boundary
- Fuel Area Buildings
- Fuel Logo Road Sign With Digital Pricing Displays

*No Features or Parking Inventories Within the Restaurant Responsibility Area

120 60 0 120 Feet

NEW YORK STATE | Thruway Authority

Issuance Date: 4/2/2026

Clarence Service Area
Mile Post 412.0
Town of Lancaster

Map A-26

Aerial Imagery Date: 04/27/2025

See Note 1

Truck Parking Spaces = 9

Restaurant Responsibility Area = 5.23 Acres

Fuel Canopy = 4,872± sf
10 Fuel Dispensers
4 Standard Diesel Dispensers

Fuel Responsibility Area = 3.18 Acres

Angola Service Area

Inwood Ave

Angola Service Area

See Note 2

Interstate 90 Westbound

Angola Service Area

Fuel Tank Surface/Covers = 2,436± sf

Passenger Parking Spaces = 5
ADA Spaces = 1

Kiosk & Generator Building = 2,886± sf

Restaurant Responsibility Area = 1.94 Acres

Interstate 90 Eastbound

Responsibility Notes:

1. The limit shall be to the outer fence line
2. The limit shall be to the fence line, then to the delineators.
3. Any structure not under fuel operator control, and 3 feet around them, shall be the responsibility of the owner/occupier.
4. Fuel Operator is responsible for litter and debris in areas immediately surrounding the fuel area borders that don't abut the food service area of responsibility.

Fuel Facility Responsibility Map
New York State Thruway Interstate I-90

Legend

- Restaurant Responsibility Area*
- Fuel Responsibility Area
- NYSTA ROW Boundary
- NYSTA Easement Boundary
- Fuel Area Buildings
- Fuel Logo Road Sign With Digital Pricing Displays

*No Features or Parking Inventories Within the Restaurant Responsibility Area

120 60 0 120 Feet

NEW YORK STATE | Thruway Authority

Issuance Date: 4/2/2026

Angola Service Area (Westbound)
Mile Post 447.0
Town of Evans

Map A-27

Aerial Imagery Date: 04/27/2025

Interstate 90 Westbound

Restaurant Responsibility Area = 1.94 Acres

Fuel Responsibility Area = 3.89 Acres

Fuel Tank Surface/Covers = 2,240± sf

Restaurant Responsibility Area = 3.93 Acres

Passenger Parking Spaces = 5
ADA Spaces = 1

Kiosk & Generator Building = 2,896± sf

See Note 1

Interstate 90 Eastbound

Angola Service Area

Angola Service Area

Angola Service Area

See Note 3

Truck Parking Spaces = 28

Restaurant Responsibility Area = 0.45 Acres

See Note 2

Inwood Ave

Fuel Canopy = 4,988± sf
10 Fuel Dispensers
4 Standard Diesel Dispensers

Responsibility Notes:

1. The limit shall be to the fence line, then to the delineators.
2. The limit shall be to the fence line to the rear access gate (crash gate).
3. The limit shall be to the guiderail after the rear access gate (crash gate).
4. Any structure not under fuel operator control, and 3 feet around them, shall be the responsibility of the owner/occupier.
5. Fuel Operator is responsible for litter and debris in areas immediately surrounding the fuel area borders that don't abut the food service area of responsibility.

Fuel Facility Responsibility Map
New York State Thruway Interstate I-90

Legend

- Restaurant Responsibility Area*
- Fuel Responsibility Area
- NYSTA ROW Boundary
- NYSTA Easement Boundary
- Fuel Area Buildings
- Fuel Logo Road Sign With Digital Pricing Displays

*No Features or Parking Inventories Within the Restaurant Responsibility Area

120 60 0 120 Feet

NEW YORK STATE | Thruway Authority

Issuance Date: 4/2/2026

Angola Service Area (Eastbound)
Mile Post 447.2
Town of Evans

Map A-28

EXHIBIT 6

Capital Proposal

EXHIBIT 6 - CAPITAL PROPOSAL

	FUELING FACILITIES PORTFOLIO	OPENING DATE	CAPITAL INVESTMENT	RENEWAL & REPLACEMENT CONTRIBUTION PER YEAR (MINIMUM 1%)						
		PROJECTED OPENING MM/DD/YYYY*	INITIAL CAPITAL INVESTMENT	YEARS 1-5*	YEARS 6-10*	YEARS 11-15*	YEARS 16-20*	YEARS 21-25*	YEARS 26-27*	TOTAL R&R Years 1-27*
1	Ardsley		$ -	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	$ -
2	Sloatsburg		$ -	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	$ -
3	Ramapo		$ -	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	$ -
4	Plattekill		$ -	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	$ -
5	Modena		$ -	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	$ -
6	Ulster		$ -	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	$ -
7	Malden		$ -	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	$ -
8	New Baltimore NB		$ -	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	$ -
9	New Baltimore SB		$ -	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	$ -
10	Guilderland		$ -	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	$ -
11	Pattersonville		$ -	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	$ -
12	Mohawk		$ -	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	$ -
13	Iroquois		$ -	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	$ -
14	Indian Castle		$ -	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	$ -
15	Schuyler		$ -	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	$ -
16	Oneida		$ -	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	$ -
17	Chittenango		$ -	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	$ -
18	DeWitt		$ -	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	$ -
19	Warners		$ -	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	$ -
20	Port Byron		$ -	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	$ -
21	Junius Ponds		$ -	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	$ -
22	Clifton Springs		$ -	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	$ -
23	Seneca		$ -	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	$ -
24	Scottsville		$ -	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	$ -
25	Ontario		$ -	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	$ -
26	Pembroke		$ -	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	$ -
27	Clarence		$ -	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	$ -
28	Angola EB		$ -	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	$ -
29	Angola WB		$ -	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	$ -

Capital Investment Total = $ -

Renewal & Replacement Account Years 1-27 Total = $ -

TOTAL CAPITAL PROPOSAL= $ -

*NOTE: The term of the Lease Agreement will commence upon Authority Executive Director approval and shall expire on June 30, 2054. The Authority estimates execution of the Lease Agreement in the Second Quarter of 2027.

By signing below, the Proposer acknowledges and agrees that this is a commitment to a level of **Capital Investment** and to fund a **Renewal & Replacement Reserve** account as firm and irrevocable offer to the New York State Thruway Authority (the "Authority") for a period of **180** days from the proposal due date. The undersigned further certifies that they are a legally authorized representative of the Proposing Entity with the full power and authority to bind said entity to the financial terms, conditions, and commitments contained herein.

PROPOSING ENTITY NAME: _____

(Legal Name as registered with the NYS Secretary of State)

FEDERAL EMPLOYER ID NUMBER (FEIN): _____

BY (SIGNATURE): _____

PRINTED NAME: _____

OFFICIAL TITLE: _____

DATE: _____

EXHIBIT 7

Financial Proposal

EXHIBIT 7 - FINANCIAL PROPOSAL

1. ARDSLEY FUELING FACILITY

Proposer name:

Category A: Fuel Sales	
Guaranteed Monthly Rent[1]:	
Category B: Non-Fuel Sales	
Guaranteed Monthly Rent[1]:	
Category C: MHD EV Charging	
Guaranteed Monthly Rent[1]:	

Projected Re-Opening Date:	
# of Months closed in 2027[2]:	
# of Months closed in 2028[2]:	
# of Months closed in 2029[2]:	
# of Months closed in 2030[2]:	

[1] The Guaranteed Monthly Rent for the first 5 years of the lease agreement for when the fueling facility is open. As specified in RFP Section 2.3.3 - Rental Revenue from Operations, rent will be pro-rated for categories A, B and C for the months the fueling facility is closed for the Redevelopment Period. The pro-rated rent will automatically calculate in the table below considering the information entered into the "# of months closed" fields. Proposers may choose to escalate the MAG Rent for Categories A, B and C every five years as delineated in the table below.

[2] Proposer to indicate the number of months the fueling facility will be closed for the Redevelopment in years 2027-2030. This will automatically calculate the pro-rated MAG for Categories A, B and C in the table below.

	Category A: Fuel Sales		Category B: Non-Fuel Sales		Category C: MHD EV Charging		
	MIN. ANNUAL GUARANTEED RENT	CENTS PER GALLON ($0.00/GALLON)	MIN. ANNUAL GUARANTEED RENT	% NON-FUEL RENT	MIN. ANNUAL GUARANTEED RENT	% MHD EV CHARGING RENT	TOTAL MAG RENT (Categories A+B+C)
2027	$ -	$ -	$ -		$ -		$ -
2028	$ -	$ -	$ -		$ -		$ -
2029	$ -	$ -	$ -		$ -		$ -
2030	$ -	$ -	$ -		$ -		$ -
2031	$ -	$ -	$ -		$ -		$ -
2032	$ -	$ -	$ -		$ -		$ -
2033	$ -	$ -	$ -		$ -		$ -
2034	$ -	$ -	$ -		$ -		$ -
2035	$ -	$ -	$ -		$ -		$ -
2036	$ -	$ -	$ -		$ -		$ -
2037	$ -	$ -	$ -		$ -		$ -
2038	$ -	$ -	$ -		$ -		$ -
2039	$ -	$ -	$ -		$ -		$ -
2040	$ -	$ -	$ -		$ -		$ -
2041	$ -	$ -	$ -		$ -		$ -
2042	$ -	$ -	$ -		$ -		$ -
2043	$ -	$ -	$ -		$ -		$ -
2044	$ -	$ -	$ -		$ -		$ -
2045	$ -	$ -	$ -		$ -		$ -
2046	$ -	$ -	$ -		$ -		$ -
2047	$ -	$ -	$ -		$ -		$ -
2048	$ -	$ -	$ -		$ -		$ -
2049	$ -	$ -	$ -		$ -		$ -
2050	$ -	$ -	$ -		$ -		$ -
2051	$ -	$ -	$ -		$ -		$ -
2052	$ -	$ -	$ -		$ -		$ -
2053 (6 months)	$ -	$ -	$ -		$ -		$ -
TOTAL:	**$ -**		**$ -**		**$ -**		**$ -**

EXHIBIT 7 - FINANCIAL PROPOSAL

2. SLOATSBURG FUELING FACILITY

Proposer name:

Category A: Fuel Sales	
Guaranteed Monthly Rent[1]:	
Category B: Non-Fuel Sales	
Guaranteed Monthly Rent[1]:	
Category C: MHD EV Charging	
Guaranteed Monthly Rent[1]:	

Projected Re-Opening Date:	
# of Months closed in 2027[2]:	
# of Months closed in 2028[2]:	
# of Months closed in 2029[2]:	
# of Months closed in 2030[2]:	

[1] The Guaranteed Monthly Rent for the first 5 years of the lease agreement for when the fueling facility is open. As specified in RFP Section 2.3.3 - Rental Revenue from Operations, rent will be pro-rated for categories A, B and C for the months the fueling facility is closed for the Redevelopment Period. The pro-rated rent will automatically calculate in the table below considering the information entered into the "# of months closed" fields. Proposers may choose to escalate the MAG Rent for Categories A, B and C every five years as delineated in the table below.

[2] Proposer to indicate the number of months the fueling facility will be closed for the Redevelopment in years 2027-2030. This will automatically calculate the pro-rated MAG for Categories A, B and C in the table below.

	Category A: Fuel Sales		Category B: Non-Fuel Sales		Category C: MHD EV Charging		
	MIN. ANNUAL GUARANTEED RENT	CENTS PER GALLON ($0.00/GALLON)	MIN. ANNUAL GUARANTEED RENT	% NON-FUEL RENT	MIN. ANNUAL GUARANTEED RENT	% MHD EV CHARGING RENT	TOTAL MAG RENT (Categories A+B+C)
2027	$ -	$ -	$ -		$ -		$ -
2028	$ -	$ -	$ -		$ -		$ -
2029	$ -	$ -	$ -		$ -		$ -
2030	$ -	$ -	$ -		$ -		$ -
2031	$ -	$ -	$ -		$ -		$ -
2032	$ -	$ -	$ -		$ -		$ -
2033	$ -	$ -	$ -		$ -		$ -
2034	$ -	$ -	$ -		$ -		$ -
2035	$ -	$ -	$ -		$ -		$ -
2036	$ -	$ -	$ -		$ -		$ -
2037	$ -	$ -	$ -		$ -		$ -
2038	$ -	$ -	$ -		$ -		$ -
2039	$ -	$ -	$ -		$ -		$ -
2040	$ -	$ -	$ -		$ -		$ -
2041	$ -	$ -	$ -		$ -		$ -
2042	$ -	$ -	$ -		$ -		$ -
2043	$ -	$ -	$ -		$ -		$ -
2044	$ -	$ -	$ -		$ -		$ -
2045	$ -	$ -	$ -		$ -		$ -
2046	$ -	$ -	$ -		$ -		$ -
2047	$ -	$ -	$ -		$ -		$ -
2048	$ -	$ -	$ -		$ -		$ -
2049	$ -	$ -	$ -		$ -		$ -
2050	$ -	$ -	$ -		$ -		$ -
2051	$ -	$ -	$ -		$ -		$ -
2052	$ -	$ -	$ -		$ -		$ -
2053 (6 months)	$ -	$ -	$ -		$ -		$ -
TOTAL:	**$ -**		**$ -**		**$ -**		**$ -**

EXHIBIT 7 - FINANCIAL PROPOSAL

3. RAMAPO FUELING FACILITY

Proposer name:

Category A: Fuel Sales	
Guaranteed Monthly Rent[1]:	
Category B: Non-Fuel Sales	
Guaranteed Monthly Rent[1]:	
Category C: MHD EV Charging	
Guaranteed Monthly Rent[1]:	

Projected Re-Opening Date:	
# of Months closed in 2027[2]:	
# of Months closed in 2028[2]:	
# of Months closed in 2029[2]:	
# of Months closed in 2030[2]:	

[1] The Guaranteed Monthly Rent for the first 5 years of the lease agreement for when the fueling facility is open. As specified in RFP Section 2.3.3 - Rental Revenue from Operations, rent will be pro-rated for categories A, B and C for the months the fueling facility is closed for the Redevelopment Period. The pro-rated rent will automatically calculate in the table below considering the information entered into the "# of months closed" fields. Proposers may choose to escalate the MAG Rent for Categories A, B and C every five years as delineated in the table below.

[2] Proposer to indicate the number of months the fueling facility will be closed for the Redevelopment in years 2027-2030. This will automatically calculate the pro-rated MAG for Categories A, B and C in the table below.

	Category A: Fuel Sales		Category B: Non-Fuel Sales		Category C: MHD EV Charging		
	MIN. ANNUAL GUARANTEED RENT	CENTS PER GALLON ($0.00/GALLON)	MIN. ANNUAL GUARANTEED RENT	% NON-FUEL RENT	MIN. ANNUAL GUARANTEED RENT	% MHD EV CHARGING RENT	TOTAL MAG RENT (Categories A+B+C)
2027	$ -	$ -	$ -		$ -		$ -
2028	$ -	$ -	$ -		$ -		$ -
2029	$ -	$ -	$ -		$ -		$ -
2030	$ -	$ -	$ -		$ -		$ -
2031	$ -	$ -	$ -		$ -		$ -
2032	$ -	$ -	$ -		$ -		$ -
2033	$ -	$ -	$ -		$ -		$ -
2034	$ -	$ -	$ -		$ -		$ -
2035	$ -	$ -	$ -		$ -		$ -
2036	$ -	$ -	$ -		$ -		$ -
2037	$ -	$ -	$ -		$ -		$ -
2038	$ -	$ -	$ -		$ -		$ -
2039	$ -	$ -	$ -		$ -		$ -
2040	$ -	$ -	$ -		$ -		$ -
2041	$ -	$ -	$ -		$ -		$ -
2042	$ -	$ -	$ -		$ -		$ -
2043	$ -	$ -	$ -		$ -		$ -
2044	$ -	$ -	$ -		$ -		$ -
2045	$ -	$ -	$ -		$ -		$ -
2046	$ -	$ -	$ -		$ -		$ -
2047	$ -	$ -	$ -		$ -		$ -
2048	$ -	$ -	$ -		$ -		$ -
2049	$ -	$ -	$ -		$ -		$ -
2050	$ -	$ -	$ -		$ -		$ -
2051	$ -	$ -	$ -		$ -		$ -
2052	$ -	$ -	$ -		$ -		$ -
2053 (6 months)	$ -	$ -	$ -		$ -		$ -
TOTAL:	**$ -**		**$ -**		**$ -**		**$ -**

EXHIBIT 7 - FINANCIAL PROPOSAL

4. PLATTEKILL FUELING FACILITY

Proposer name:

Category A: Fuel Sales	
Guaranteed Monthly Rent[1]:	
Category B: Non-Fuel Sales	
Guaranteed Monthly Rent[1]:	
Category C: MHD EV Charging	
Guaranteed Monthly Rent[1]:	

Projected Re-Opening Date:	
# of Months closed in 2027[2]:	
# of Months closed in 2028[2]:	
# of Months closed in 2029[2]:	
# of Months closed in 2030[2]:	

[1] The Guaranteed Monthly Rent for the first 5 years of the lease agreement for when the fueling facility is open. As specified in RFP Section 2.3.3 - Rental Revenue from Operations, rent will be pro-rated for categories A, B and C for the months the fueling facility is closed for the Redevelopment Period. The pro-rated rent will automatically calculate in the table below considering the information entered into the "# of months closed" fields. Proposers may choose to escalate the MAG Rent for Categories A, B and C every five years as delineated in the table below.

[2] Proposer to indicate the number of months the fueling facility will be closed for the Redevelopment in years 2027-2030. This will automatically calculate the pro-rated MAG for Categories A, B and C in the table below.

	Category A: Fuel Sales		Category B: Non-Fuel Sales		Category C: MHD EV Charging		
	MIN. ANNUAL GUARANTEED RENT	CENTS PER GALLON ($0.00/GALLON)	MIN. ANNUAL GUARANTEED RENT	% NON-FUEL RENT	MIN. ANNUAL GUARANTEED RENT	% MHD EV CHARGING RENT	TOTAL MAG RENT (Categories A+B+C)
2027	$ -	$ -	$ -		$ -		$ -
2028	$ -	$ -	$ -		$ -		$ -
2029	$ -	$ -	$ -		$ -		$ -
2030	$ -	$ -	$ -		$ -		$ -
2031	$ -	$ -	$ -		$ -		$ -
2032	$ -	$ -	$ -		$ -		$ -
2033	$ -	$ -	$ -		$ -		$ -
2034	$ -	$ -	$ -		$ -		$ -
2035	$ -	$ -	$ -		$ -		$ -
2036	$ -	$ -	$ -		$ -		$ -
2037	$ -	$ -	$ -		$ -		$ -
2038	$ -	$ -	$ -		$ -		$ -
2039	$ -	$ -	$ -		$ -		$ -
2040	$ -	$ -	$ -		$ -		$ -
2041	$ -	$ -	$ -		$ -		$ -
2042	$ -	$ -	$ -		$ -		$ -
2043	$ -	$ -	$ -		$ -		$ -
2044	$ -	$ -	$ -		$ -		$ -
2045	$ -	$ -	$ -		$ -		$ -
2046	$ -	$ -	$ -		$ -		$ -
2047	$ -	$ -	$ -		$ -		$ -
2048	$ -	$ -	$ -		$ -		$ -
2049	$ -	$ -	$ -		$ -		$ -
2050	$ -	$ -	$ -		$ -		$ -
2051	$ -	$ -	$ -		$ -		$ -
2052	$ -	$ -	$ -		$ -		$ -
2053 (6 months)	$ -	$ -	$ -		$ -		$ -
TOTAL:	**$ -**		**$ -**		**$ -**		**$ -**

EXHIBIT 7 - FINANCIAL PROPOSAL

5. MODENA FUELING FACILITY

Proposer name:

Category A: Fuel Sales	
Guaranteed Monthly Rent[1]:	
Category B: Non-Fuel Sales	
Guaranteed Monthly Rent[1]:	
Category C: MHD EV Charging	
Guaranteed Monthly Rent[1]:	

Projected Re-Opening Date:	
# of Months closed in 2027[2]:	
# of Months closed in 2028[2]:	
# of Months closed in 2029[2]:	
# of Months closed in 2030[2]:	

[1] The Guaranteed Monthly Rent for the first 5 years of the lease agreement for when the fueling facility is open. As specified in RFP Section 2.3.3 - Rental Revenue from Operations, rent will be pro-rated for categories A, B and C for the months the fueling facility is closed for the Redevelopment Period. The pro-rated rent will automatically calculate in the table below considering the information entered into the "# of months closed" fields. Proposers may choose to escalate the MAG Rent for Categories A, B and C every five years as delineated in the table below.

[2] Proposer to indicate the number of months the fueling facility will be closed for the Redevelopment in years 2027-2030. This will automatically calculate the pro-rated MAG for Categories A, B and C in the table below.

	Category A: Fuel Sales		Category B: Non-Fuel Sales		Category C: MHD EV Charging		
	MIN. ANNUAL GUARANTEED RENT	CENTS PER GALLON ($0.00/GALLON)	MIN. ANNUAL GUARANTEED RENT	% NON-FUEL RENT	MIN. ANNUAL GUARANTEED RENT	% MHD EV CHARGING RENT	TOTAL MAG RENT (Categories A+B+C)
2027	$ -	$ -	$ -		$ -		$ -
2028	$ -	$ -	$ -		$ -		$ -
2029	$ -	$ -	$ -		$ -		$ -
2030	$ -	$ -	$ -		$ -		$ -
2031	$ -	$ -	$ -		$ -		$ -
2032	$ -	$ -	$ -		$ -		$ -
2033	$ -	$ -	$ -		$ -		$ -
2034	$ -	$ -	$ -		$ -		$ -
2035	$ -	$ -	$ -		$ -		$ -
2036	$ -	$ -	$ -		$ -		$ -
2037	$ -	$ -	$ -		$ -		$ -
2038	$ -	$ -	$ -		$ -		$ -
2039	$ -	$ -	$ -		$ -		$ -
2040	$ -	$ -	$ -		$ -		$ -
2041	$ -	$ -	$ -		$ -		$ -
2042	$ -	$ -	$ -		$ -		$ -
2043	$ -	$ -	$ -		$ -		$ -
2044	$ -	$ -	$ -		$ -		$ -
2045	$ -	$ -	$ -		$ -		$ -
2046	$ -	$ -	$ -		$ -		$ -
2047	$ -	$ -	$ -		$ -		$ -
2048	$ -	$ -	$ -		$ -		$ -
2049	$ -	$ -	$ -		$ -		$ -
2050	$ -	$ -	$ -		$ -		$ -
2051	$ -	$ -	$ -		$ -		$ -
2052	$ -	$ -	$ -		$ -		$ -
2053 (6 months)	$ -	$ -	$ -		$ -		$ -
TOTAL:	**$ -**		**$ -**		**$ -**		**$ -**

EXHIBIT 7 - FINANCIAL PROPOSAL

6. ULSTER FUELING FACILITY

Proposer name:

Category A: Fuel Sales	
Guaranteed Monthly Rent[1]:	
Category B: Non-Fuel Sales	
Guaranteed Monthly Rent[1]:	
Category C: MHD EV Charging	
Guaranteed Monthly Rent[1]:	

Projected Re-Opening Date:	
# of Months closed in 2027[2]:	
# of Months closed in 2028[2]:	
# of Months closed in 2029[2]:	
# of Months closed in 2030[2]:	

[1] The Guaranteed Monthly Rent for the first 5 years of the lease agreement for when the fueling facility is open. As specified in RFP Section 2.3.3 - Rental Revenue from Operations, rent will be pro-rated for categories A, B and C for the months the fueling facility is closed for the Redevelopment Period. The pro-rated rent will automatically calculate in the table below considering the information entered into the "# of months closed" fields. Proposers may choose to escalate the MAG Rent for Categories A, B and C every five years as delineated in the table below.

[2] Proposer to indicate the number of months the fueling facility will be closed for the Redevelopment in years 2027-2030. This will automatically calculate the pro-rated MAG for Categories A, B and C in the table below.

	Category A: Fuel Sales		Category B: Non-Fuel Sales		Category C: MHD EV Charging		
	MIN. ANNUAL GUARANTEED RENT	CENTS PER GALLON ($0.00/GALLON)	MIN. ANNUAL GUARANTEED RENT	% NON-FUEL RENT	MIN. ANNUAL GUARANTEED RENT	% MHD EV CHARGING RENT	TOTAL MAG RENT (Categories A+B+C)
2027	$ -	$ -	$ -		$ -		$ -
2028	$ -	$ -	$ -		$ -		$ -
2029	$ -	$ -	$ -		$ -		$ -
2030	$ -	$ -	$ -		$ -		$ -
2031	$ -	$ -	$ -		$ -		$ -
2032	$ -	$ -	$ -		$ -		$ -
2033	$ -	$ -	$ -		$ -		$ -
2034	$ -	$ -	$ -		$ -		$ -
2035	$ -	$ -	$ -		$ -		$ -
2036	$ -	$ -	$ -		$ -		$ -
2037	$ -	$ -	$ -		$ -		$ -
2038	$ -	$ -	$ -		$ -		$ -
2039	$ -	$ -	$ -		$ -		$ -
2040	$ -	$ -	$ -		$ -		$ -
2041	$ -	$ -	$ -		$ -		$ -
2042	$ -	$ -	$ -		$ -		$ -
2043	$ -	$ -	$ -		$ -		$ -
2044	$ -	$ -	$ -		$ -		$ -
2045	$ -	$ -	$ -		$ -		$ -
2046	$ -	$ -	$ -		$ -		$ -
2047	$ -	$ -	$ -		$ -		$ -
2048	$ -	$ -	$ -		$ -		$ -
2049	$ -	$ -	$ -		$ -		$ -
2050	$ -	$ -	$ -		$ -		$ -
2051	$ -	$ -	$ -		$ -		$ -
2052	$ -	$ -	$ -		$ -		$ -
2053 (6 months)	$ -	$ -	$ -		$ -		$ -
TOTAL:	**$ -**		**$ -**		**$ -**		**$ -**

EXHIBIT 7 - FINANCIAL PROPOSAL

7. MALDEN FUELING FACILITY

Proposer name:

Category A: Fuel Sales	
Guaranteed Monthly Rent[1]:	
Category B: Non-Fuel Sales	
Guaranteed Monthly Rent[1]:	
Category C: MHD EV Charging	
Guaranteed Monthly Rent[1]:	

Projected Re-Opening Date:	
# of Months closed in 2027[2]:	
# of Months closed in 2028[2]:	
# of Months closed in 2029[2]:	
# of Months closed in 2030[2]:	

[1] The Guaranteed Monthly Rent for the first 5 years of the lease agreement for when the fueling facility is open. As specified in RFP Section 2.3.3 - Rental Revenue from Operations, rent will be pro-rated for categories A, B and C for the months the fueling facility is closed for the Redevelopment Period. The pro-rated rent will automatically calculate in the table below considering the information entered into the "# of months closed" fields. Proposers may choose to escalate the MAG Rent for Categories A, B and C every five years as delineated in the table below.

[2] Proposer to indicate the number of months the fueling facility will be closed for the Redevelopment in years 2027-2030. This will automatically calculate the pro-rated MAG for Categories A, B and C in the table below.

	Category A: Fuel Sales		Category B: Non-Fuel Sales		Category C: MHD EV Charging		
	MIN. ANNUAL GUARANTEED RENT	CENTS PER GALLON ($0.00/GALLON)	MIN. ANNUAL GUARANTEED RENT	% NON-FUEL RENT	MIN. ANNUAL GUARANTEED RENT	% MHD EV CHARGING RENT	TOTAL MAG RENT (Categories A+B+C)
2027	$ -	$ -	$ -		$ -		$ -
2028	$ -	$ -	$ -		$ -		$ -
2029	$ -	$ -	$ -		$ -		$ -
2030	$ -	$ -	$ -		$ -		$ -
2031	$ -	$ -	$ -		$ -		$ -
2032	$ -	$ -	$ -		$ -		$ -
2033	$ -	$ -	$ -		$ -		$ -
2034	$ -	$ -	$ -		$ -		$ -
2035	$ -	$ -	$ -		$ -		$ -
2036	$ -	$ -	$ -		$ -		$ -
2037	$ -	$ -	$ -		$ -		$ -
2038	$ -	$ -	$ -		$ -		$ -
2039	$ -	$ -	$ -		$ -		$ -
2040	$ -	$ -	$ -		$ -		$ -
2041	$ -	$ -	$ -		$ -		$ -
2042	$ -	$ -	$ -		$ -		$ -
2043	$ -	$ -	$ -		$ -		$ -
2044	$ -	$ -	$ -		$ -		$ -
2045	$ -	$ -	$ -		$ -		$ -
2046	$ -	$ -	$ -		$ -		$ -
2047	$ -	$ -	$ -		$ -		$ -
2048	$ -	$ -	$ -		$ -		$ -
2049	$ -	$ -	$ -		$ -		$ -
2050	$ -	$ -	$ -		$ -		$ -
2051	$ -	$ -	$ -		$ -		$ -
2052	$ -	$ -	$ -		$ -		$ -
2053 (6 months)	$ -	$ -	$ -		$ -		$ -
TOTAL:	**$ -**		**$ -**		**$ -**		**$ -**

EXHIBIT 7 - FINANCIAL PROPOSAL

8. NEW BALTIMORE NB FUELING FACILITY

Proposer name:

Category A: Fuel Sales	
Guaranteed Monthly Rent[1]:	
Category B: Non-Fuel Sales	
Guaranteed Monthly Rent[1]:	
Category C: MHD EV Charging	
Guaranteed Monthly Rent[1]:	

Projected Re-Opening Date:	
# of Months closed in 2027[2]:	
# of Months closed in 2028[2]:	
# of Months closed in 2029[2]:	
# of Months closed in 2030[2]:	

[1] The Guaranteed Monthly Rent for the first 5 years of the lease agreement for when the fueling facility is open. As specified in RFP Section 2.3.3 - Rental Revenue from Operations, rent will be pro-rated for categories A, B and C for the months the fueling facility is closed for the Redevelopment Period. The pro-rated rent will automatically calculate in the table below considering the information entered into the "# of months closed" fields. Proposers may choose to escalate the MAG Rent for Categories A, B and C every five years as delineated in the table below.

[2] Proposer to indicate the number of months the fueling facility will be closed for the Redevelopment in years 2027-2030. This will automatically calculate the pro-rated MAG for Categories A, B and C in the table below.

	Category A: Fuel Sales		Category B: Non-Fuel Sales		Category C: MHD EV Charging		
	MIN. ANNUAL GUARANTEED RENT	CENTS PER GALLON ($0.00/GALLON)	MIN. ANNUAL GUARANTEED RENT	% NON-FUEL RENT	MIN. ANNUAL GUARANTEED RENT	% MHD EV CHARGING RENT	TOTAL MAG RENT (Categories A+B+C)
2027	$ -	$ -	$ -		$ -		$ -
2028	$ -	$ -	$ -		$ -		$ -
2029	$ -	$ -	$ -		$ -		$ -
2030	$ -	$ -	$ -		$ -		$ -
2031	$ -	$ -	$ -		$ -		$ -
2032	$ -	$ -	$ -		$ -		$ -
2033	$ -	$ -	$ -		$ -		$ -
2034	$ -	$ -	$ -		$ -		$ -
2035	$ -	$ -	$ -		$ -		$ -
2036	$ -	$ -	$ -		$ -		$ -
2037	$ -	$ -	$ -		$ -		$ -
2038	$ -	$ -	$ -		$ -		$ -
2039	$ -	$ -	$ -		$ -		$ -
2040	$ -	$ -	$ -		$ -		$ -
2041	$ -	$ -	$ -		$ -		$ -
2042	$ -	$ -	$ -		$ -		$ -
2043	$ -	$ -	$ -		$ -		$ -
2044	$ -	$ -	$ -		$ -		$ -
2045	$ -	$ -	$ -		$ -		$ -
2046	$ -	$ -	$ -		$ -		$ -
2047	$ -	$ -	$ -		$ -		$ -
2048	$ -	$ -	$ -		$ -		$ -
2049	$ -	$ -	$ -		$ -		$ -
2050	$ -	$ -	$ -		$ -		$ -
2051	$ -	$ -	$ -		$ -		$ -
2052	$ -	$ -	$ -		$ -		$ -
2053 (6 months)	$ -	$ -	$ -		$ -		$ -
TOTAL:	**$ -**		**$ -**		**$ -**		**$ -**

EXHIBIT 7 - FINANCIAL PROPOSAL

9. NEW BALTIMORE SB FUELING FACILITY

Proposer name:

Category A: Fuel Sales	
Guaranteed Monthly Rent[1]:	
Category B: Non-Fuel Sales	
Guaranteed Monthly Rent[1]:	
Category C: MHD EV Charging	
Guaranteed Monthly Rent[1]:	

Projected Re-Opening Date:	
# of Months closed in 2027[2]:	
# of Months closed in 2028[2]:	
# of Months closed in 2029[2]:	
# of Months closed in 2030[2]:	

[1] The Guaranteed Monthly Rent for the first 5 years of the lease agreement for when the fueling facility is open. As specified in RFP Section 2.3.3 - Rental Revenue from Operations, rent will be pro-rated for categories A, B and C for the months the fueling facility is closed for the Redevelopment Period. The pro-rated rent will automatically calculate in the table below considering the information entered into the "# of months closed" fields. Proposers may choose to escalate the MAG Rent for Categories A, B and C every five years as delineated in the table below.

[2] Proposer to indicate the number of months the fueling facility will be closed for the Redevelopment in years 2027-2030. This will automatically calculate the pro-rated MAG for Categories A, B and C in the table below.

	Category A: Fuel Sales		Category B: Non-Fuel Sales		Category C: MHD EV Charging		
	MIN. ANNUAL GUARANTEED RENT	CENTS PER GALLON ($0.00/GALLON)	MIN. ANNUAL GUARANTEED RENT	% NON-FUEL RENT	MIN. ANNUAL GUARANTEED RENT	% MHD EV CHARGING RENT	TOTAL MAG RENT (Categories A+B+C)
2027	$ -	$ -	$ -		$ -		$ -
2028	$ -	$ -	$ -		$ -		$ -
2029	$ -	$ -	$ -		$ -		$ -
2030	$ -	$ -	$ -		$ -		$ -
2031	$ -	$ -	$ -		$ -		$ -
2032	$ -	$ -	$ -		$ -		$ -
2033	$ -	$ -	$ -		$ -		$ -
2034	$ -	$ -	$ -		$ -		$ -
2035	$ -	$ -	$ -		$ -		$ -
2036	$ -	$ -	$ -		$ -		$ -
2037	$ -	$ -	$ -		$ -		$ -
2038	$ -	$ -	$ -		$ -		$ -
2039	$ -	$ -	$ -		$ -		$ -
2040	$ -	$ -	$ -		$ -		$ -
2041	$ -	$ -	$ -		$ -		$ -
2042	$ -	$ -	$ -		$ -		$ -
2043	$ -	$ -	$ -		$ -		$ -
2044	$ -	$ -	$ -		$ -		$ -
2045	$ -	$ -	$ -		$ -		$ -
2046	$ -	$ -	$ -		$ -		$ -
2047	$ -	$ -	$ -		$ -		$ -
2048	$ -	$ -	$ -		$ -		$ -
2049	$ -	$ -	$ -		$ -		$ -
2050	$ -	$ -	$ -		$ -		$ -
2051	$ -	$ -	$ -		$ -		$ -
2052	$ -	$ -	$ -		$ -		$ -
2053 (6 months)	$ -	$ -	$ -		$ -		$ -
TOTAL:	**$ -**		**$ -**		**$ -**		**$ -**

EXHIBIT 7 - FINANCIAL PROPOSAL

10. GUILDERLAND FUELING FACILITY

Proposer name:

Category A: Fuel Sales	
Guaranteed Monthly Rent[1]:	
Category B: Non-Fuel Sales	
Guaranteed Monthly Rent[1]:	
Category C: MHD EV Charging	
Guaranteed Monthly Rent[1]:	

Projected Re-Opening Date:	
# of Months closed in 2027[2]:	
# of Months closed in 2028[2]:	
# of Months closed in 2029[2]:	
# of Months closed in 2030[2]:	

[1] The Guaranteed Monthly Rent for the first 5 years of the lease agreement for when the fueling facility is open. As specified in RFP Section 2.3.3 - Rental Revenue from Operations, rent will be pro-rated for categories A, B and C for the months the fueling facility is closed for the Redevelopment Period. The pro-rated rent will automatically calculate in the table below considering the information entered into the "# of months closed" fields. Proposers may choose to escalate the MAG Rent for Categories A, B and C every five years as delineated in the table below.

[2] Proposer to indicate the number of months the fueling facility will be closed for the Redevelopment in years 2027-2030. This will automatically calculate the pro-rated MAG for Categories A, B and C in the table below.

	Category A: Fuel Sales		Category B: Non-Fuel Sales		Category C: MHD EV Charging		
	MIN. ANNUAL GUARANTEED RENT	CENTS PER GALLON ($0.00/GALLON)	MIN. ANNUAL GUARANTEED RENT	% NON-FUEL RENT	MIN. ANNUAL GUARANTEED RENT	% MHD EV CHARGING RENT	TOTAL MAG RENT (Categories A+B+C)
2027	$ -	$ -	$ -		$ -		$ -
2028	$ -	$ -	$ -		$ -		$ -
2029	$ -	$ -	$ -		$ -		$ -
2030	$ -	$ -	$ -		$ -		$ -
2031	$ -	$ -	$ -		$ -		$ -
2032	$ -	$ -	$ -		$ -		$ -
2033	$ -	$ -	$ -		$ -		$ -
2034	$ -	$ -	$ -		$ -		$ -
2035	$ -	$ -	$ -		$ -		$ -
2036	$ -	$ -	$ -		$ -		$ -
2037	$ -	$ -	$ -		$ -		$ -
2038	$ -	$ -	$ -		$ -		$ -
2039	$ -	$ -	$ -		$ -		$ -
2040	$ -	$ -	$ -		$ -		$ -
2041	$ -	$ -	$ -		$ -		$ -
2042	$ -	$ -	$ -		$ -		$ -
2043	$ -	$ -	$ -		$ -		$ -
2044	$ -	$ -	$ -		$ -		$ -
2045	$ -	$ -	$ -		$ -		$ -
2046	$ -	$ -	$ -		$ -		$ -
2047	$ -	$ -	$ -		$ -		$ -
2048	$ -	$ -	$ -		$ -		$ -
2049	$ -	$ -	$ -		$ -		$ -
2050	$ -	$ -	$ -		$ -		$ -
2051	$ -	$ -	$ -		$ -		$ -
2052	$ -	$ -	$ -		$ -		$ -
2053 (6 months)	$ -	$ -	$ -		$ -		$ -
TOTAL:	**$ -**		**$ -**		**$ -**		**$ -**

EXHIBIT 7 - FINANCIAL PROPOSAL

11. PATTERSONVILLE FUELING FACILITY

Proposer name:

Category A: Fuel Sales	
Guaranteed Monthly Rent[1]:	
Category B: Non-Fuel Sales	
Guaranteed Monthly Rent[1]:	
Category C: MHD EV Charging	
Guaranteed Monthly Rent[1]:	

Projected Re-Opening Date:	
# of Months closed in 2027[2]:	
# of Months closed in 2028[2]:	
# of Months closed in 2029[2]:	
# of Months closed in 2030[2]:	

[1] The Guaranteed Monthly Rent for the first 5 years of the lease agreement for when the fueling facility is open. As specified in RFP Section 2.3.3 - Rental Revenue from Operations, rent will be pro-rated for categories A, B and C for the months the fueling facility is closed for the Redevelopment Period. The pro-rated rent will automatically calculate in the table below considering the information entered into the "# of months closed" fields. Proposers may choose to escalate the MAG Rent for Categories A, B and C every five years as delineated in the table below.

[2] Proposer to indicate the number of months the fueling facility will be closed for the Redevelopment in years 2027-2030. This will automatically calculate the pro-rated MAG for Categories A, B and C in the table below.

	Category A: Fuel Sales		Category B: Non-Fuel Sales		Category C: MHD EV Charging		
	MIN. ANNUAL GUARANTEED RENT	CENTS PER GALLON ($0.00/GALLON)	MIN. ANNUAL GUARANTEED RENT	% NON-FUEL RENT	MIN. ANNUAL GUARANTEED RENT	% MHD EV CHARGING RENT	TOTAL MAG RENT (Categories A+B+C)
2027	$ -	$ -	$ -		$ -		$ -
2028	$ -	$ -	$ -		$ -		$ -
2029	$ -	$ -	$ -		$ -		$ -
2030	$ -	$ -	$ -		$ -		$ -
2031	$ -	$ -	$ -		$ -		$ -
2032		$ -	$ -		$ -		$ -
2033	$ -	$ -	$ -		$ -		$ -
2034	$ -	$ -	$ -		$ -		$ -
2035	$ -	$ -	$ -		$ -		$ -
2036	$ -	$ -	$ -		$ -		$ -
2037	$ -	$ -	$ -		$ -		$ -
2038	$ -	$ -	$ -		$ -		$ -
2039	$ -	$ -	$ -		$ -		$ -
2040	$ -	$ -	$ -		$ -		$ -
2041	$ -	$ -	$ -		$ -		$ -
2042	$ -	$ -	$ -		$ -		$ -
2043	$ -	$ -	$ -		$ -		$ -
2044	$ -	$ -	$ -		$ -		$ -
2045	$ -	$ -	$ -		$ -		$ -
2046	$ -	$ -	$ -		$ -		$ -
2047	$ -	$ -	$ -		$ -		$ -
2048	$ -	$ -	$ -		$ -		$ -
2049	$ -	$ -	$ -		$ -		$ -
2050	$ -	$ -	$ -		$ -		$ -
2051	$ -	$ -	$ -		$ -		$ -
2052	$ -	$ -	$ -		$ -		$ -
2053 (6 months)	$ -	$ -	$ -		$ -		$ -
TOTAL:	**$ -**		**$ -**		**$ -**		**$ -**

EXHIBIT 7 - FINANCIAL PROPOSAL

12. MOHAWK FUELING FACILITY

Proposer name:

Category A: Fuel Sales	
Guaranteed Monthly Rent[1]:	
Category B: Non-Fuel Sales	
Guaranteed Monthly Rent[1]:	
Category C: MHD EV Charging	
Guaranteed Monthly Rent[1]:	

[1] The Guaranteed Monthly Rent for the first 5 years of the lease agreement for when the fueling facility is open. As specified in RFP Section 2.3.3 - Rental Revenue from Operations, rent will be pro-rated for categories A, B and C for the months the fueling facility is closed for the Redevelopment Period. The pro-rated rent will automatically calculate in the table below considering the information entered into the "# of months closed" fields. Proposers may choose to escalate the MAG Rent for Categories A, B and C every five years as delineated in the table below.

Projected Re-Opening Date:	
# of Months closed in 2027[2]:	
# of Months closed in 2028[2]:	
# of Months closed in 2029[2]:	
# of Months closed in 2030[2]:	

[2] Proposer to indicate the number of months the fueling facility will be closed for the Redevelopment in years 2027-2030. This will automatically calculate the pro-rated MAG for Categories A, B and C in the table below.

	Category A: Fuel Sales		Category B: Non-Fuel Sales		Category C: MHD EV Charging		
	MIN. ANNUAL GUARANTEED RENT	CENTS PER GALLON ($0.00/GALLON)	MIN. ANNUAL GUARANTEED RENT	% NON-FUEL RENT	MIN. ANNUAL GUARANTEED RENT	% MHD EV CHARGING RENT	TOTAL MAG RENT (Categories A+B+C)
2027	$ -	$ -	$ -		$ -		$ -
2028	$ -	$ -	$ -		$ -		$ -
2029	$ -	$ -	$ -		$ -		$ -
2030	$ -	$ -	$ -		$ -		$ -
2031	$ -	$ -	$ -		$ -		$ -
2032	$ -	$ -	$ -		$ -		$ -
2033	$ -	$ -	$ -		$ -		$ -
2034	$ -	$ -	$ -		$ -		$ -
2035	$ -	$ -	$ -		$ -		$ -
2036	$ -	$ -	$ -		$ -		$ -
2037	$ -	$ -	$ -		$ -		$ -
2038	$ -	$ -	$ -		$ -		$ -
2039	$ -	$ -	$ -		$ -		$ -
2040	$ -	$ -	$ -		$ -		$ -
2041	$ -	$ -	$ -		$ -		$ -
2042	$ -	$ -	$ -		$ -		$ -
2043	$ -	$ -	$ -		$ -		$ -
2044	$ -	$ -	$ -		$ -		$ -
2045	$ -	$ -	$ -		$ -		$ -
2046	$ -	$ -	$ -		$ -		$ -
2047	$ -	$ -	$ -		$ -		$ -
2048	$ -	$ -	$ -		$ -		$ -
2049	$ -	$ -	$ -		$ -		$ -
2050	$ -	$ -	$ -		$ -		$ -
2051	$ -	$ -	$ -		$ -		$ -
2052	$ -	$ -	$ -		$ -		$ -
2053 (6 months)	$ -	$ -	$ -		$ -		$ -
TOTAL:	**$ -**		**$ -**		**$ -**		**$ -**

EXHIBIT 7 - FINANCIAL PROPOSAL

13. IROQUOIS FUELING FACILITY

Proposer name:

Category A: Fuel Sales	
Guaranteed Monthly Rent[1]:	
Category B: Non-Fuel Sales	
Guaranteed Monthly Rent[1]:	
Category C: MHD EV Charging	
Guaranteed Monthly Rent[1]:	

[1] The Guaranteed Monthly Rent for the first 5 years of the lease agreement for when the fueling facility is open. As specified in RFP Section 2.3.3 - Rental Revenue from Operations, rent will be pro-rated for categories A, B and C for the months the fueling facility is closed for the Redevelopment Period. The pro-rated rent will automatically calculate in the table below considering the information entered into the "# of months closed" fields. Proposers may choose to escalate the MAG Rent for Categories A, B and C every five years as delineated in the table below.

Projected Re-Opening Date:	
# of Months closed in 2027[2]:	
# of Months closed in 2028[2]:	
# of Months closed in 2029[2]:	
# of Months closed in 2030[2]:	

[2] Proposer to indicate the number of months the fueling facility will be closed for the Redevelopment in years 2027-2030. This will automatically calculate the pro-rated MAG for Categories A, B and C in the table below.

	Category A: Fuel Sales		Category B: Non-Fuel Sales		Category C: MHD EV Charging		
	MIN. ANNUAL GUARANTEED RENT	CENTS PER GALLON ($0.00/GALLON)	MIN. ANNUAL GUARANTEED RENT	% NON-FUEL RENT	MIN. ANNUAL GUARANTEED RENT	% MHD EV CHARGING RENT	TOTAL MAG RENT (Categories A+B+C)
2027	$ -	$ -	$ -		$ -		$ -
2028	$ -	$ -	$ -		$ -		$ -
2029	$ -	$ -	$ -		$ -		$ -
2030	$ -	$ -	$ -		$ -		$ -
2031	$ -	$ -	$ -		$ -		$ -
2032	$ -	$ -	$ -		$ -		$ -
2033	$ -	$ -	$ -		$ -		$ -
2034	$ -	$ -	$ -		$ -		$ -
2035	$ -	$ -	$ -		$ -		$ -
2036	$ -	$ -	$ -		$ -		$ -
2037	$ -	$ -	$ -		$ -		$ -
2038	$ -	$ -	$ -		$ -		$ -
2039	$ -	$ -	$ -		$ -		$ -
2040	$ -	$ -	$ -		$ -		$ -
2041	$ -	$ -	$ -		$ -		$ -
2042	$ -	$ -	$ -		$ -		$ -
2043	$ -	$ -	$ -		$ -		$ -
2044	$ -	$ -	$ -		$ -		$ -
2045	$ -	$ -	$ -		$ -		$ -
2046	$ -	$ -	$ -		$ -		$ -
2047	$ -	$ -	$ -		$ -		$ -
2048	$ -	$ -	$ -		$ -		$ -
2049	$ -	$ -	$ -		$ -		$ -
2050	$ -	$ -	$ -		$ -		$ -
2051	$ -	$ -	$ -		$ -		$ -
2052	$ -	$ -	$ -		$ -		$ -
2053 (6 months)	$ -	$ -	$ -		$ -		$ -
TOTAL:	**$ -**		**$ -**		**$ -**		**$ -**

EXHIBIT 7 - FINANCIAL PROPOSAL

14. INDIAN CASTLE FUELING FACILITY

Proposer name:

Category A: Fuel Sales	
Guaranteed Monthly Rent[1]:	
Category B: Non-Fuel Sales	
Guaranteed Monthly Rent[1]:	
Category C: MHD EV Charging	
Guaranteed Monthly Rent[1]:	

[1] The Guaranteed Monthly Rent for the first 5 years of the lease agreement for when the fueling facility is open. As specified in RFP Section 2.3.3 - Rental Revenue from Operations, rent will be pro-rated for categories A, B and C for the months the fueling facility is closed for the Redevelopment Period. The pro-rated rent will automatically calculate in the table below considering the information entered into the "# of months closed" fields. Proposers may choose to escalate the MAG Rent for Categories A, B and C every five years as delineated in the table below.

Projected Re-Opening Date:	
# of Months closed in 2027[2]:	
# of Months closed in 2028[2]:	
# of Months closed in 2029[2]:	
# of Months closed in 2030[2]:	

[2] Proposer to indicate the number of months the fueling facility will be closed for the Redevelopment in years 2027-2030. This will automatically calculate the pro-rated MAG for Categories A, B and C in the table below.

	Category A: Fuel Sales		Category B: Non-Fuel Sales		Category C: MHD EV Charging		
	MIN. ANNUAL GUARANTEED RENT	CENTS PER GALLON ($0.00/GALLON)	MIN. ANNUAL GUARANTEED RENT	% NON-FUEL RENT	MIN. ANNUAL GUARANTEED RENT	% MHD EV CHARGING RENT	TOTAL MAG RENT (Categories A+B+C)
2027	$ -	$ -	$ -		$ -		$ -
2028	$ -	$ -	$ -		$ -		$ -
2029	$ -	$ -	$ -		$ -		$ -
2030	$ -	$ -	$ -		$ -		$ -
2031	$ -	$ -	$ -		$ -		$ -
2032	$ -	$ -	$ -		$ -		$ -
2033	$ -	$ -	$ -		$ -		$ -
2034	$ -	$ -	$ -		$ -		$ -
2035	$ -	$ -	$ -		$ -		$ -
2036	$ -	$ -	$ -		$ -		$ -
2037	$ -	$ -	$ -		$ -		$ -
2038	$ -	$ -	$ -		$ -		$ -
2039	$ -	$ -	$ -		$ -		$ -
2040	$ -	$ -	$ -		$ -		$ -
2041	$ -	$ -	$ -		$ -		$ -
2042	$ -	$ -	$ -		$ -		$ -
2043	$ -	$ -	$ -		$ -		$ -
2044	$ -	$ -	$ -		$ -		$ -
2045	$ -	$ -	$ -		$ -		$ -
2046	$ -	$ -	$ -		$ -		$ -
2047	$ -	$ -	$ -		$ -		$ -
2048	$ -	$ -	$ -		$ -		$ -
2049	$ -	$ -	$ -		$ -		$ -
2050	$ -	$ -	$ -		$ -		$ -
2051	$ -	$ -	$ -		$ -		$ -
2052	$ -	$ -	$ -		$ -		$ -
2053 (6 months)	$ -	$ -	$ -		$ -		$ -
TOTAL:	**$ -**		**$ -**		**$ -**		**$ -**

EXHIBIT 7 - FINANCIAL PROPOSAL

15. SCHUYLER FUELING FACILITY

Proposer name:

Category A: Fuel Sales	
Guaranteed Monthly Rent[1]:	
Category B: Non-Fuel Sales	
Guaranteed Monthly Rent[1]:	
Category C: MHD EV Charging	
Guaranteed Monthly Rent[1]:	

[1] The Guaranteed Monthly Rent for the first 5 years of the lease agreement for when the fueling facility is open. As specified in RFP Section 2.3.3 - Rental Revenue from Operations, rent will be pro-rated for categories A, B and C for the months the fueling facility is closed for the Redevelopment Period. The pro-rated rent will automatically calculate in the table below considering the information entered into the "# of months closed" fields. Proposers may choose to escalate the MAG Rent for Categories A, B and C every five years as delineated in the table below.

Projected Re-Opening Date:	
# of Months closed in 2027[2]:	
# of Months closed in 2028[2]:	
# of Months closed in 2029[2]:	
# of Months closed in 2030[2]:	

[2] Proposer to indicate the number of months the fueling facility will be closed for the Redevelopment in years 2027-2030. This will automatically calculate the pro-rated MAG for Categories A, B and C in the table below.

	Category A: Fuel Sales		Category B: Non-Fuel Sales		Category C: MHD EV Charging		
	MIN. ANNUAL GUARANTEED RENT	CENTS PER GALLON ($0.00/GALLON)	MIN. ANNUAL GUARANTEED RENT	% NON-FUEL RENT	MIN. ANNUAL GUARANTEED RENT	% MHD EV CHARGING RENT	TOTAL MAG RENT (Categories A+B+C)
2027	$ -	$ -	$ -		$ -		$ -
2028	$ -	$ -	$ -		$ -		$ -
2029	$ -	$ -	$ -		$ -		$ -
2030	$ -	$ -	$ -		$ -		$ -
2031	$ -	$ -	$ -		$ -		$ -
2032	$ -	$ -	$ -		$ -		$ -
2033	$ -	$ -	$ -		$ -		$ -
2034	$ -	$ -	$ -		$ -		$ -
2035	$ -	$ -	$ -		$ -		$ -
2036	$ -	$ -	$ -		$ -		$ -
2037	$ -	$ -	$ -		$ -		$ -
2038	$ -	$ -	$ -		$ -		$ -
2039	$ -	$ -	$ -		$ -		$ -
2040	$ -	$ -	$ -		$ -		$ -
2041	$ -	$ -	$ -		$ -		$ -
2042	$ -	$ -	$ -		$ -		$ -
2043	$ -	$ -	$ -		$ -		$ -
2044	$ -	$ -	$ -		$ -		$ -
2045	$ -	$ -	$ -		$ -		$ -
2046	$ -	$ -	$ -		$ -		$ -
2047	$ -	$ -	$ -		$ -		$ -
2048	$ -	$ -	$ -		$ -		$ -
2049	$ -	$ -	$ -		$ -		$ -
2050	$ -	$ -	$ -		$ -		$ -
2051	$ -	$ -	$ -		$ -		$ -
2052	$ -	$ -	$ -		$ -		$ -
2053 (6 months)	$ -	$ -	$ -		$ -		$ -
TOTAL:	**$ -**		**$ -**		**$ -**		**$ -**

EXHIBIT 7 - FINANCIAL PROPOSAL

16. ONEIDA FUELING FACILITY

Proposer name:

Category A: Fuel Sales	
Guaranteed Monthly Rent[1]:	
Category B: Non-Fuel Sales	
Guaranteed Monthly Rent[1]:	
Category C: MHD EV Charging	
Guaranteed Monthly Rent[1]:	

[1] The Guaranteed Monthly Rent for the first 5 years of the lease agreement for when the fueling facility is open. As specified in RFP Section 2.3.3 - Rental Revenue from Operations, rent will be pro-rated for categories A, B and C for the months the fueling facility is closed for the Redevelopment Period. The pro-rated rent will automatically calculate in the table below considering the information entered into the "# of months closed" fields. Proposers may choose to escalate the MAG Rent for Categories A, B and C every five years as delineated in the table below.

Projected Re-Opening Date:	
# of Months closed in 2027[2]:	
# of Months closed in 2028[2]:	
# of Months closed in 2029[2]:	
# of Months closed in 2030[2]:	

[2] Proposer to indicate the number of months the fueling facility will be closed for the Redevelopment in years 2027-2030. This will automatically calculate the pro-rated MAG for Categories A, B and C in the table below.

	Category A: Fuel Sales		Category B: Non-Fuel Sales		Category C: MHD EV Charging		
	MIN. ANNUAL GUARANTEED RENT	CENTS PER GALLON ($0.00/GALLON)	MIN. ANNUAL GUARANTEED RENT	% NON-FUEL RENT	MIN. ANNUAL GUARANTEED RENT	% MHD EV CHARGING RENT	TOTAL MAG RENT (Categories A+B+C)
2027	$ -	$ -	$ -		$ -		$ -
2028	$ -	$ -	$ -		$ -		$ -
2029	$ -	$ -	$ -		$ -		$ -
2030	$ -	$ -	$ -		$ -		$ -
2031	$ -	$ -	$ -		$ -		$ -
2032	$ -	$ -	$ -		$ -		$ -
2033	$ -	$ -	$ -		$ -		$ -
2034	$ -	$ -	$ -		$ -		$ -
2035	$ -	$ -	$ -		$ -		$ -
2036	$ -	$ -	$ -		$ -		$ -
2037	$ -	$ -	$ -		$ -		$ -
2038	$ -	$ -	$ -		$ -		$ -
2039	$ -	$ -	$ -		$ -		$ -
2040	$ -	$ -	$ -		$ -		$ -
2041	$ -	$ -	$ -		$ -		$ -
2042	$ -	$ -	$ -		$ -		$ -
2043	$ -	$ -	$ -		$ -		$ -
2044	$ -	$ -	$ -		$ -		$ -
2045	$ -	$ -	$ -		$ -		$ -
2046	$ -	$ -	$ -		$ -		$ -
2047	$ -	$ -	$ -		$ -		$ -
2048	$ -	$ -	$ -		$ -		$ -
2049	$ -	$ -	$ -		$ -		$ -
2050	$ -	$ -	$ -		$ -		$ -
2051	$ -	$ -	$ -		$ -		$ -
2052	$ -	$ -	$ -		$ -		$ -
2053 (6 months)	$ -	$ -	$ -		$ -		$ -
TOTAL:	**$ -**		**$ -**		**$ -**		**$ -**

EXHIBIT 7 - FINANCIAL PROPOSAL

17. CHITTENANGO FUELING FACILITY

Proposer name:

Category A: Fuel Sales	
Guaranteed Monthly Rent[1]:	
Category B: Non-Fuel Sales	
Guaranteed Monthly Rent[1]:	
Category C: MHD EV Charging	
Guaranteed Monthly Rent[1]:	

[1] The Guaranteed Monthly Rent for the first 5 years of the lease agreement for when the fueling facility is open. As specified in RFP Section 2.3.3 - Rental Revenue from Operations, rent will be pro-rated for categories A, B and C for the months the fueling facility is closed for the Redevelopment Period. The pro-rated rent will automatically calculate in the table below considering the information entered into the "# of months closed" fields. Proposers may choose to escalate the MAG Rent for Categories A, B and C every five years as delineated in the table below.

Projected Re-Opening Date:	
# of Months closed in 2027[2]:	
# of Months closed in 2028[2]:	
# of Months closed in 2029[2]:	
# of Months closed in 2030[2]:	

[2] Proposer to indicate the number of months the fueling facility will be closed for the Redevelopment in years 2027-2030. This will automatically calculate the pro-rated MAG for Categories A, B and C in the table below.

	Category A: Fuel Sales		Category B: Non-Fuel Sales		Category C: MHD EV Charging		
	MIN. ANNUAL GUARANTEED RENT	CENTS PER GALLON ($0.00/GALLON)	MIN. ANNUAL GUARANTEED RENT	% NON-FUEL RENT	MIN. ANNUAL GUARANTEED RENT	% MHD EV CHARGING RENT	TOTAL MAG RENT (Categories A+B+C)
2027	$ -	$ -	$ -		$ -		$ -
2028	$ -	$ -	$ -		$ -		$ -
2029	$ -	$ -	$ -		$ -		$ -
2030	$ -	$ -	$ -		$ -		$ -
2031	$ -	$ -	$ -		$ -		$ -
2032	$ -	$ -	$ -		$ -		$ -
2033	$ -	$ -	$ -		$ -		$ -
2034	$ -	$ -	$ -		$ -		$ -
2035	$ -	$ -	$ -		$ -		$ -
2036	$ -	$ -	$ -		$ -		$ -
2037	$ -	$ -	$ -		$ -		$ -
2038	$ -	$ -	$ -		$ -		$ -
2039	$ -	$ -	$ -		$ -		$ -
2040	$ -	$ -	$ -		$ -		$ -
2041	$ -	$ -	$ -		$ -		$ -
2042	$ -	$ -	$ -		$ -		$ -
2043	$ -	$ -	$ -		$ -		$ -
2044	$ -	$ -	$ -		$ -		$ -
2045	$ -	$ -	$ -		$ -		$ -
2046	$ -	$ -	$ -		$ -		$ -
2047	$ -	$ -	$ -		$ -		$ -
2048	$ -	$ -	$ -		$ -		$ -
2049	$ -	$ -	$ -		$ -		$ -
2050	$ -	$ -	$ -		$ -		$ -
2051	$ -	$ -	$ -		$ -		$ -
2052	$ -	$ -	$ -		$ -		$ -
2053 (6 months)	$ -	$ -	$ -		$ -		$ -
TOTAL:	**$ -**		**$ -**		**$ -**		**$ -**

EXHIBIT 7 - FINANCIAL PROPOSAL

18. DEWITT FUELING FACILITY

Proposer name:

Category A: Fuel Sales	
Guaranteed Monthly Rent[1]:	
Category B: Non-Fuel Sales	
Guaranteed Monthly Rent[1]:	
Category C: MHD EV Charging	
Guaranteed Monthly Rent[1]:	

[1] The Guaranteed Monthly Rent for the first 5 years of the lease agreement for when the fueling facility is open. As specified in RFP Section 2.3.3 - Rental Revenue from Operations, rent will be pro-rated for categories A, B and C for the months the fueling facility is closed for the Redevelopment Period. The pro-rated rent will automatically calculate in the table below considering the information entered into the "# of months closed" fields. Proposers may choose to escalate the MAG Rent for Categories A, B and C every five years as delineated in the table below.

Projected Re-Opening Date:	
# of Months closed in 2027[2]:	
# of Months closed in 2028[2]:	
# of Months closed in 2029[2]:	
# of Months closed in 2030[2]:	

[2] Proposer to indicate the number of months the fueling facility will be closed for the Redevelopment in years 2027-2030. This will automatically calculate the pro-rated MAG for Categories A, B and C in the table below.

	Category A: Fuel Sales		Category B: Non-Fuel Sales		Category C: MHD EV Charging		
	MIN. ANNUAL GUARANTEED RENT	CENTS PER GALLON ($0.00/GALLON)	MIN. ANNUAL GUARANTEED RENT	% NON-FUEL RENT	MIN. ANNUAL GUARANTEED RENT	% MHD EV CHARGING RENT	TOTAL MAG RENT (Categories A+B+C)
2027	$ -	$ -	$ -		$ -		$ -
2028	$ -	$ -	$ -		$ -		$ -
2029	$ -	$ -	$ -		$ -		$ -
2030	$ -	$ -	$ -		$ -		$ -
2031	$ -	$ -	$ -		$ -		$ -
2032	$ -	$ -	$ -		$ -		$ -
2033	$ -	$ -	$ -		$ -		$ -
2034	$ -	$ -	$ -		$ -		$ -
2035	$ -	$ -	$ -		$ -		$ -
2036	$ -	$ -	$ -		$ -		$ -
2037	$ -	$ -	$ -		$ -		$ -
2038	$ -	$ -	$ -		$ -		$ -
2039	$ -	$ -	$ -		$ -		$ -
2040	$ -	$ -	$ -		$ -		$ -
2041	$ -	$ -	$ -		$ -		$ -
2042	$ -	$ -	$ -		$ -		$ -
2043	$ -	$ -	$ -		$ -		$ -
2044	$ -	$ -	$ -		$ -		$ -
2045	$ -	$ -	$ -		$ -		$ -
2046	$ -	$ -	$ -		$ -		$ -
2047	$ -	$ -	$ -		$ -		$ -
2048	$ -	$ -	$ -		$ -		$ -
2049	$ -	$ -	$ -		$ -		$ -
2050	$ -	$ -	$ -		$ -		$ -
2051	$ -	$ -	$ -		$ -		$ -
2052	$ -	$ -	$ -		$ -		$ -
2053 (6 months)	$ -	$ -	$ -		$ -		$ -
TOTAL:	**$ -**		**$ -**		**$ -**		**$ -**

EXHIBIT 7 - FINANCIAL PROPOSAL

19. WARNERS FUELING FACILITY

Proposer name:

Category A: Fuel Sales	
Guaranteed Monthly Rent[1]:	
Category B: Non-Fuel Sales	
Guaranteed Monthly Rent[1]:	
Category C: MHD EV Charging	
Guaranteed Monthly Rent[1]:	

[1] The Guaranteed Monthly Rent for the first 5 years of the lease agreement for when the fueling facility is open. As specified in RFP Section 2.3.3 - Rental Revenue from Operations, rent will be pro-rated for categories A, B and C for the months the fueling facility is closed for the Redevelopment Period. The pro-rated rent will automatically calculate in the table below considering the information entered into the "# of months closed" fields. Proposers may choose to escalate the MAG Rent for Categories A, B and C every five years as delineated in the table below.

Projected Re-Opening Date:	
# of Months closed in 2027[2]:	
# of Months closed in 2028[2]:	
# of Months closed in 2029[2]:	
# of Months closed in 2030[2]:	

[2] Proposer to indicate the number of months the fueling facility will be closed for the Redevelopment in years 2027-2030. This will automatically calculate the pro-rated MAG for Categories A, B and C in the table below.

	Category A: Fuel Sales		Category B: Non-Fuel Sales		Category C: MHD EV Charging		
	MIN. ANNUAL GUARANTEED RENT	CENTS PER GALLON ($0.00/GALLON)	MIN. ANNUAL GUARANTEED RENT	% NON-FUEL RENT	MIN. ANNUAL GUARANTEED RENT	% MHD EV CHARGING RENT	TOTAL MAG RENT (Categories A+B+C)
2027	$ -	$ -	$ -		$ -		$ -
2028	$ -	$ -	$ -		$ -		$ -
2029	$ -	$ -	$ -		$ -		$ -
2030	$ -	$ -	$ -		$ -		$ -
2031	$ -	$ -	$ -		$ -		$ -
2032	$ -	$ -	$ -		$ -		$ -
2033	$ -	$ -	$ -		$ -		$ -
2034	$ -	$ -	$ -		$ -		$ -
2035	$ -	$ -	$ -		$ -		$ -
2036	$ -	$ -	$ -		$ -		$ -
2037	$ -	$ -	$ -		$ -		$ -
2038	$ -	$ -	$ -		$ -		$ -
2039	$ -	$ -	$ -		$ -		$ -
2040	$ -	$ -	$ -		$ -		$ -
2041	$ -	$ -	$ -		$ -		$ -
2042	$ -	$ -	$ -		$ -		$ -
2043	$ -	$ -	$ -		$ -		$ -
2044	$ -	$ -	$ -		$ -		$ -
2045	$ -	$ -	$ -		$ -		$ -
2046	$ -	$ -	$ -		$ -		$ -
2047	$ -	$ -	$ -		$ -		$ -
2048	$ -	$ -	$ -		$ -		$ -
2049	$ -	$ -	$ -		$ -		$ -
2050	$ -	$ -	$ -		$ -		$ -
2051	$ -	$ -	$ -		$ -		$ -
2052	$ -	$ -	$ -		$ -		$ -
2053 (6 months)	$ -	$ -	$ -		$ -		$ -
TOTAL:	**$ -**		**$ -**		**$ -**		**$ -**

EXHIBIT 7 - FINANCIAL PROPOSAL

20. PORT BYRON FUELING FACILITY

Proposer name:

Category A: Fuel Sales	
Guaranteed Monthly Rent[1]:	
Category B: Non-Fuel Sales	
Guaranteed Monthly Rent[1]:	
Category C: MHD EV Charging	
Guaranteed Monthly Rent[1]:	

Projected Re-Opening Date:	
# of Months closed in 2027[2]:	
# of Months closed in 2028[2]:	
# of Months closed in 2029[2]:	
# of Months closed in 2030[2]:	

[1] The Guaranteed Monthly Rent for the first 5 years of the lease agreement for when the fueling facility is open. As specified in RFP Section 2.3.3 - Rental Revenue from Operations, rent will be pro-rated for categories A, B and C for the months the fueling facility is closed for the Redevelopment Period. The pro-rated rent will automatically calculate in the table below considering the information entered into the "# of months closed" fields. Proposers may choose to escalate the MAG Rent for Categories A, B and C every five years as delineated in the table below.

[2] Proposer to indicate the number of months the fueling facility will be closed for the Redevelopment in years 2027-2030. This will automatically calculate the pro-rated MAG for Categories A, B and C in the table below.

	Category A: Fuel Sales		Category B: Non-Fuel Sales		Category C: MHD EV Charging		
	MIN. ANNUAL GUARANTEED RENT	CENTS PER GALLON ($0.00/GALLON)	MIN. ANNUAL GUARANTEED RENT	% NON-FUEL RENT	MIN. ANNUAL GUARANTEED RENT	% MHD EV CHARGING RENT	TOTAL MAG RENT (Categories A+B+C)
2027	$ -	$ -	$ -		$ -		$ -
2028	$ -	$ -	$ -		$ -		$ -
2029	$ -	$ -	$ -		$ -		$ -
2030	$ -	$ -	$ -		$ -		$ -
2031	$ -	$ -	$ -		$ -		$ -
2032	$ -	$ -	$ -		$ -		$ -
2033	$ -	$ -	$ -		$ -		$ -
2034	$ -	$ -	$ -		$ -		$ -
2035	$ -	$ -	$ -		$ -		$ -
2036	$ -	$ -	$ -		$ -		$ -
2037	$ -	$ -	$ -		$ -		$ -
2038	$ -	$ -	$ -		$ -		$ -
2039	$ -	$ -	$ -		$ -		$ -
2040	$ -	$ -	$ -		$ -		$ -
2041	$ -	$ -	$ -		$ -		$ -
2042	$ -	$ -	$ -		$ -		$ -
2043	$ -	$ -	$ -		$ -		$ -
2044	$ -	$ -	$ -		$ -		$ -
2045	$ -	$ -	$ -		$ -		$ -
2046	$ -	$ -	$ -		$ -		$ -
2047	$ -	$ -	$ -		$ -		$ -
2048	$ -	$ -	$ -		$ -		$ -
2049	$ -	$ -	$ -		$ -		$ -
2050	$ -	$ -	$ -		$ -		$ -
2051	$ -	$ -	$ -		$ -		$ -
2052	$ -	$ -	$ -		$ -		$ -
2053 (6 months)	$ -	$ -	$ -		$ -		$ -
TOTAL:	**$ -**		**$ -**		**$ -**		**$ -**

EXHIBIT 7 - FINANCIAL PROPOSAL

21. JUNIUS PONDS FUELING FACILITY

Proposer name:

Category A: Fuel Sales	
Guaranteed Monthly Rent[1]:	
Category B: Non-Fuel Sales	
Guaranteed Monthly Rent[1]:	
Category C: MHD EV Charging	
Guaranteed Monthly Rent[1]:	

Projected Re-Opening Date:	
# of Months closed in 2027[2]:	
# of Months closed in 2028[2]:	
# of Months closed in 2029[2]:	
# of Months closed in 2030[2]:	

[1] The Guaranteed Monthly Rent for the first 5 years of the lease agreement for when the fueling facility is open. As specified in RFP Section 2.3.3 - Rental Revenue from Operations, rent will be pro-rated for categories A, B and C for the months the fueling facility is closed for the Redevelopment Period. The pro-rated rent will automatically calculate in the table below considering the information entered into the "# of months closed" fields. Proposers may choose to escalate the MAG Rent for Categories A, B and C every five years as delineated in the table below.

[2] Proposer to indicate the number of months the fueling facility will be closed for the Redevelopment in years 2027-2030. This will automatically calculate the pro-rated MAG for Categories A, B and C in the table below.

	Category A: Fuel Sales		Category B: Non-Fuel Sales		Category C: MHD EV Charging		
	MIN. ANNUAL GUARANTEED RENT	CENTS PER GALLON ($0.00/GALLON)	MIN. ANNUAL GUARANTEED RENT	% NON-FUEL RENT	MIN. ANNUAL GUARANTEED RENT	% MHD EV CHARGING RENT	TOTAL MAG RENT (Categories A+B+C)
2027	$ -	$ -	$ -		$ -		$ -
2028	$ -	$ -	$ -		$ -		$ -
2029	$ -	$ -	$ -		$ -		$ -
2030	$ -	$ -	$ -		$ -		$ -
2031	$ -	$ -	$ -		$ -		$ -
2032	$ -	$ -	$ -		$ -		$ -
2033	$ -	$ -	$ -		$ -		$ -
2034	$ -	$ -	$ -		$ -		$ -
2035	$ -	$ -	$ -		$ -		$ -
2036	$ -	$ -	$ -		$ -		$ -
2037	$ -	$ -	$ -		$ -		$ -
2038	$ -	$ -	$ -		$ -		$ -
2039	$ -	$ -	$ -		$ -		$ -
2040	$ -	$ -	$ -		$ -		$ -
2041	$ -	$ -	$ -		$ -		$ -
2042	$ -	$ -	$ -		$ -		$ -
2043	$ -	$ -	$ -		$ -		$ -
2044	$ -	$ -	$ -		$ -		$ -
2045	$ -	$ -	$ -		$ -		$ -
2046	$ -	$ -	$ -		$ -		$ -
2047	$ -	$ -	$ -		$ -		$ -
2048	$ -	$ -	$ -		$ -		$ -
2049	$ -	$ -	$ -		$ -		$ -
2050	$ -	$ -	$ -		$ -		$ -
2051	$ -	$ -	$ -		$ -		$ -
2052	$ -	$ -	$ -		$ -		$ -
2053 (6 months)	$ -	$ -	$ -		$ -		$ -
TOTAL:	**$ -**		**$ -**		**$ -**		**$ -**

EXHIBIT 7 - FINANCIAL PROPOSAL

22. CLIFTON SPRINGS FUELING FACILITY

Proposer name:

Category A: Fuel Sales	
Guaranteed Monthly Rent[1]:	
Category B: Non-Fuel Sales	
Guaranteed Monthly Rent[1]:	
Category C: MHD EV Charging	
Guaranteed Monthly Rent[1]:	

[1] The Guaranteed Monthly Rent for the first 5 years of the lease agreement for when the fueling facility is open. As specified in RFP Section 2.3.3 - Rental Revenue from Operations, rent will be pro-rated for categories A, B and C for the months the fueling facility is closed for the Redevelopment Period. The pro-rated rent will automatically calculate in the table below considering the information entered into the "# of months closed" fields. Proposers may choose to escalate the MAG Rent for Categories A, B and C every five years as delineated in the table below.

Projected Re-Opening Date:	
# of Months closed in 2027[2]:	
# of Months closed in 2028[2]:	
# of Months closed in 2029[2]:	
# of Months closed in 2030[2]:	

[2] Proposer to indicate the number of months the fueling facility will be closed for the Redevelopment in years 2027-2030. This will automatically calculate the pro-rated MAG for Categories A, B and C in the table below.

	Category A: Fuel Sales		Category B: Non-Fuel Sales		Category C: MHD EV Charging		
	MIN. ANNUAL GUARANTEED RENT	CENTS PER GALLON ($0.00/GALLON)	MIN. ANNUAL GUARANTEED RENT	% NON-FUEL RENT	MIN. ANNUAL GUARANTEED RENT	% MHD EV CHARGING RENT	TOTAL MAG RENT (Categories A+B+C)
2027	$ -	$ -	$ -		$ -		$ -
2028	$ -	$ -	$ -		$ -		$ -
2029	$ -	$ -	$ -		$ -		$ -
2030	$ -	$ -	$ -		$ -		$ -
2031	$ -	$ -	$ -		$ -		$ -
2032	$ -	$ -	$ -		$ -		$ -
2033	$ -	$ -	$ -		$ -		$ -
2034	$ -	$ -	$ -		$ -		$ -
2035	$ -	$ -	$ -		$ -		$ -
2036	$ -	$ -	$ -		$ -		$ -
2037	$ -	$ -	$ -		$ -		$ -
2038	$ -	$ -	$ -		$ -		$ -
2039	$ -	$ -	$ -		$ -		$ -
2040	$ -	$ -	$ -		$ -		$ -
2041	$ -	$ -	$ -		$ -		$ -
2042	$ -	$ -	$ -		$ -		$ -
2043	$ -	$ -	$ -		$ -		$ -
2044	$ -	$ -	$ -		$ -		$ -
2045	$ -	$ -	$ -		$ -		$ -
2046	$ -	$ -	$ -		$ -		$ -
2047	$ -	$ -	$ -		$ -		$ -
2048	$ -	$ -	$ -		$ -		$ -
2049	$ -	$ -	$ -		$ -		$ -
2050	$ -	$ -	$ -		$ -		$ -
2051	$ -	$ -	$ -		$ -		$ -
2052	$ -	$ -	$ -		$ -		$ -
2053 (6 months)	$ -	$ -	$ -		$ -		$ -
TOTAL:	**$ -**		**$ -**		**$ -**		**$ -**

EXHIBIT 7 - FINANCIAL PROPOSAL

23. SENECA FUELING FACILITY

Proposer name:

Category A: Fuel Sales	
Guaranteed Monthly Rent[1]:	
Category B: Non-Fuel Sales	
Guaranteed Monthly Rent[1]:	
Category C: MHD EV Charging	
Guaranteed Monthly Rent[1]:	

Projected Re-Opening Date:	
# of Months closed in 2027[2]:	
# of Months closed in 2028[2]:	
# of Months closed in 2029[2]:	
# of Months closed in 2030[2]:	

[1] The Guaranteed Monthly Rent for the first 5 years of the lease agreement for when the fueling facility is open. As specified in RFP Section 2.3.3 - Rental Revenue from Operations, rent will be pro-rated for categories A, B and C for the months the fueling facility is closed for the Redevelopment Period. The pro-rated rent will automatically calculate in the table below considering the information entered into the "# of months closed" fields. Proposers may choose to escalate the MAG Rent for Categories A, B and C every five years as delineated in the table below.

[2] Proposer to indicate the number of months the fueling facility will be closed for the Redevelopment in years 2027-2030. This will automatically calculate the pro-rated MAG for Categories A, B and C in the table below.

	Category A: Fuel Sales		Category B: Non-Fuel Sales		Category C: MHD EV Charging		
	MIN. ANNUAL GUARANTEED RENT	CENTS PER GALLON ($0.00/GALLON)	MIN. ANNUAL GUARANTEED RENT	% NON-FUEL RENT	MIN. ANNUAL GUARANTEED RENT	% MHD EV CHARGING RENT	TOTAL MAG RENT (Categories A+B+C)
2027	$ -	$ -	$ -		$ -		$ -
2028	$ -	$ -	$ -		$ -		$ -
2029	$ -	$ -	$ -		$ -		$ -
2030	$ -	$ -	$ -		$ -		$ -
2031	$ -	$ -	$ -		$ -		$ -
2032	$ -	$ -	$ -		$ -		$ -
2033	$ -	$ -	$ -		$ -		$ -
2034	$ -	$ -	$ -		$ -		$ -
2035	$ -	$ -	$ -		$ -		$ -
2036	$ -	$ -	$ -		$ -		$ -
2037	$ -	$ -	$ -		$ -		$ -
2038	$ -	$ -	$ -		$ -		$ -
2039	$ -	$ -	$ -		$ -		$ -
2040	$ -	$ -	$ -		$ -		$ -
2041	$ -	$ -	$ -		$ -		$ -
2042	$ -	$ -	$ -		$ -		$ -
2043	$ -	$ -	$ -		$ -		$ -
2044	$ -	$ -	$ -		$ -		$ -
2045	$ -	$ -	$ -		$ -		$ -
2046	$ -	$ -	$ -		$ -		$ -
2047	$ -	$ -	$ -		$ -		$ -
2048	$ -	$ -	$ -		$ -		$ -
2049	$ -	$ -	$ -		$ -		$ -
2050	$ -	$ -	$ -		$ -		$ -
2051	$ -	$ -	$ -		$ -		$ -
2052	$ -	$ -	$ -		$ -		$ -
2053 (6 months)	$ -	$ -	$ -		$ -		$ -
TOTAL:	**$ -**		**$ -**		**$ -**		**$ -**

EXHIBIT 7 - FINANCIAL PROPOSAL

24. SCOTTSVILLE FUELING FACILITY

Proposer name:

Category A: Fuel Sales	
Guaranteed Monthly Rent[1]:	
Category B: Non-Fuel Sales	
Guaranteed Monthly Rent[1]:	
Category C: MHD EV Charging	
Guaranteed Monthly Rent[1]:	

Projected Re-Opening Date:	
# of Months closed in 2027[2]:	
# of Months closed in 2028[2]:	
# of Months closed in 2029[2]:	
# of Months closed in 2030[2]:	

[1] The Guaranteed Monthly Rent for the first 5 years of the lease agreement for when the fueling facility is open. As specified in RFP Section 2.3.3 - Rental Revenue from Operations, rent will be pro-rated for categories A, B and C for the months the fueling facility is closed for the Redevelopment Period. The pro-rated rent will automatically calculate in the table below considering the information entered into the "# of months closed" fields. Proposers may choose to escalate the MAG Rent for Categories A, B and C every five years as delineated in the table below.

[2] Proposer to indicate the number of months the fueling facility will be closed for the Redevelopment in years 2027-2030. This will automatically calculate the pro-rated MAG for Categories A, B and C in the table below.

	Category A: Fuel Sales		Category B: Non-Fuel Sales		Category C: MHD EV Charging		
	MIN. ANNUAL GUARANTEED RENT	CENTS PER GALLON ($0.00/GALLON)	MIN. ANNUAL GUARANTEED RENT	% NON-FUEL RENT	MIN. ANNUAL GUARANTEED RENT	% MHD EV CHARGING RENT	TOTAL MAG RENT (Categories A+B+C)
2027	$ -	$ -	$ -		$ -		$ -
2028	$ -	$ -	$ -		$ -		$ -
2029	$ -	$ -	$ -		$ -		$ -
2030	$ -	$ -	$ -		$ -		$ -
2031	$ -	$ -	$ -		$ -		$ -
2032	$ -	$ -	$ -		$ -		$ -
2033	$ -	$ -	$ -		$ -		$ -
2034	$ -	$ -	$ -		$ -		$ -
2035	$ -	$ -	$ -		$ -		$ -
2036	$ -	$ -	$ -		$ -		$ -
2037	$ -	$ -	$ -		$ -		$ -
2038	$ -	$ -	$ -		$ -		$ -
2039	$ -	$ -	$ -		$ -		$ -
2040	$ -	$ -	$ -		$ -		$ -
2041	$ -	$ -	$ -		$ -		$ -
2042	$ -	$ -	$ -		$ -		$ -
2043	$ -	$ -	$ -		$ -		$ -
2044	$ -	$ -	$ -		$ -		$ -
2045	$ -	$ -	$ -		$ -		$ -
2046	$ -	$ -	$ -		$ -		$ -
2047	$ -	$ -	$ -		$ -		$ -
2048	$ -	$ -	$ -		$ -		$ -
2049	$ -	$ -	$ -		$ -		$ -
2050	$ -	$ -	$ -		$ -		$ -
2051	$ -	$ -	$ -		$ -		$ -
2052	$ -	$ -	$ -		$ -		$ -
2053 (6 months)	$ -	$ -	$ -		$ -		$ -
TOTAL:	**$ -**		**$ -**		**$ -**		**$ -**

EXHIBIT 7 - FINANCIAL PROPOSAL

25. ONTARIO FUELING FACILITY

Proposer name:

Category A: Fuel Sales	
Guaranteed Monthly Rent[1]:	
Category B: Non-Fuel Sales	
Guaranteed Monthly Rent[1]:	
Category C: MHD EV Charging	
Guaranteed Monthly Rent[1]:	

[1] The Guaranteed Monthly Rent for the first 5 years of the lease agreement for when the fueling facility is open. As specified in RFP Section 2.3.3 - Rental Revenue from Operations, rent will be pro-rated for categories A, B and C for the months the fueling facility is closed for the Redevelopment Period. The pro-rated rent will automatically calculate in the table below considering the information entered into the "# of months closed" fields. Proposers may choose to escalate the MAG Rent for Categories A, B and C every five years as delineated in the table below.

Projected Re-Opening Date:	
# of Months closed in 2027[2]:	
# of Months closed in 2028[2]:	
# of Months closed in 2029[2]:	
# of Months closed in 2030[2]:	

[2] Proposer to indicate the number of months the fueling facility will be closed for the Redevelopment in years 2027-2030. This will automatically calculate the pro-rated MAG for Categories A, B and C in the table below.

	Category A: Fuel Sales		Category B: Non-Fuel Sales		Category C: MHD EV Charging		
	MIN. ANNUAL GUARANTEED RENT	CENTS PER GALLON ($0.00/GALLON)	MIN. ANNUAL GUARANTEED RENT	% NON-FUEL RENT	MIN. ANNUAL GUARANTEED RENT	% MHD EV CHARGING RENT	TOTAL MAG RENT (Categories A+B+C)
2027	$ -	$ -	$ -		$ -		$ -
2028	$ -	$ -	$ -		$ -		$ -
2029	$ -	$ -	$ -		$ -		$ -
2030	$ -	$ -	$ -		$ -		$ -
2031	$ -	$ -	$ -		$ -		$ -
2032	$ -	$ -	$ -		$ -		$ -
2033	$ -	$ -	$ -		$ -		$ -
2034	$ -	$ -	$ -		$ -		$ -
2035	$ -	$ -	$ -		$ -		$ -
2036	$ -	$ -	$ -		$ -		$ -
2037	$ -	$ -	$ -		$ -		$ -
2038	$ -	$ -	$ -		$ -		$ -
2039	$ -	$ -	$ -		$ -		$ -
2040	$ -	$ -	$ -		$ -		$ -
2041	$ -	$ -	$ -		$ -		$ -
2042	$ -	$ -	$ -		$ -		$ -
2043	$ -	$ -	$ -		$ -		$ -
2044	$ -	$ -	$ -		$ -		$ -
2045	$ -	$ -	$ -		$ -		$ -
2046	$ -	$ -	$ -		$ -		$ -
2047	$ -	$ -	$ -		$ -		$ -
2048	$ -	$ -	$ -		$ -		$ -
2049	$ -	$ -	$ -		$ -		$ -
2050	$ -	$ -	$ -		$ -		$ -
2051	$ -	$ -	$ -		$ -		$ -
2052	$ -	$ -	$ -		$ -		$ -
2053 (6 months)	$ -	$ -	$ -		$ -		$ -
TOTAL:	**$ -**		**$ -**		**$ -**		**$ -**

EXHIBIT 7 - FINANCIAL PROPOSAL

26. PEMBROKE FUELING FACILITY

Proposer name:

Category A: Fuel Sales	
Guaranteed Monthly Rent[1]:	
Category B: Non-Fuel Sales	
Guaranteed Monthly Rent[1]:	
Category C: MHD EV Charging	
Guaranteed Monthly Rent[1]:	

Projected Re-Opening Date:	
# of Months closed in 2027[2]:	
# of Months closed in 2028[2]:	
# of Months closed in 2029[2]:	
# of Months closed in 2030[2]:	

[1] The Guaranteed Monthly Rent for the first 5 years of the lease agreement for when the fueling facility is open. As specified in RFP Section 2.3.3 - Rental Revenue from Operations, rent will be pro-rated for categories A, B and C for the months the fueling facility is closed for the Redevelopment Period. The pro-rated rent will automatically calculate in the table below considering the information entered into the "# of months closed" fields. Proposers may choose to escalate the MAG Rent for Categories A, B and C every five years as delineated in the table below.

[2] Proposer to indicate the number of months the fueling facility will be closed for the Redevelopment in years 2027-2030. This will automatically calculate the pro-rated MAG for Categories A, B and C in the table below.

	Category A: Fuel Sales		Category B: Non-Fuel Sales		Category C: MHD EV Charging		
	MIN. ANNUAL GUARANTEED RENT	CENTS PER GALLON ($0.00/GALLON)	MIN. ANNUAL GUARANTEED RENT	% NON-FUEL RENT	MIN. ANNUAL GUARANTEED RENT	% MHD EV CHARGING RENT	TOTAL MAG RENT (Categories A+B+C)
2027	$ -	$ -	$ -		$ -		$ -
2028	$ -	$ -	$ -		$ -		$ -
2029	$ -	$ -	$ -		$ -		$ -
2030	$ -	$ -	$ -		$ -		$ -
2031	$ -	$ -	$ -		$ -		$ -
2032	$ -	$ -	$ -		$ -		$ -
2033	$ -	$ -	$ -		$ -		$ -
2034	$ -	$ -	$ -		$ -		$ -
2035	$ -	$ -	$ -		$ -		$ -
2036	$ -	$ -	$ -		$ -		$ -
2037	$ -	$ -	$ -		$ -		$ -
2038	$ -	$ -	$ -		$ -		$ -
2039	$ -	$ -	$ -		$ -		$ -
2040	$ -	$ -	$ -		$ -		$ -
2041	$ -	$ -	$ -		$ -		$ -
2042	$ -	$ -	$ -		$ -		$ -
2043	$ -	$ -	$ -		$ -		$ -
2044	$ -	$ -	$ -		$ -		$ -
2045	$ -	$ -	$ -		$ -		$ -
2046	$ -	$ -	$ -		$ -		$ -
2047	$ -	$ -	$ -		$ -		$ -
2048	$ -	$ -	$ -		$ -		$ -
2049	$ -	$ -	$ -		$ -		$ -
2050	$ -	$ -	$ -		$ -		$ -
2051	$ -	$ -	$ -		$ -		$ -
2052	$ -	$ -	$ -		$ -		$ -
2053 (6 months)	$ -	$ -	$ -		$ -		$ -
TOTAL:	**$ -**		**$ -**		**$ -**		**$ -**

EXHIBIT 7 - FINANCIAL PROPOSAL

27. CLARENCE FUELING FACILITY

Proposer name:

Category A: Fuel Sales	
Guaranteed Monthly Rent[1]:	
Category B: Non-Fuel Sales	
Guaranteed Monthly Rent[1]:	
Category C: MHD EV Charging	
Guaranteed Monthly Rent[1]:	

[1] The Guaranteed Monthly Rent for the first 5 years of the lease agreement for when the fueling facility is open. As specified in RFP Section 2.3.3 - Rental Revenue from Operations, rent will be pro-rated for categories A, B and C for the months the fueling facility is closed for the Redevelopment Period. The pro-rated rent will automatically calculate in the table below considering the information entered into the "# of months closed" fields. Proposers may choose to escalate the MAG Rent for Categories A, B and C every five years as delineated in the table below.

Projected Re-Opening Date:	
# of Months closed in 2027[2]:	
# of Months closed in 2028[2]:	
# of Months closed in 2029[2]:	
# of Months closed in 2030[2]:	

[2] Proposer to indicate the number of months the fueling facility will be closed for the Redevelopment in years 2027-2030. This will automatically calculate the pro-rated MAG for Categories A, B and C in the table below.

	Category A: Fuel Sales		Category B: Non-Fuel Sales		Category C: MHD EV Charging		
	MIN. ANNUAL GUARANTEED RENT	CENTS PER GALLON ($0.00/GALLON)	MIN. ANNUAL GUARANTEED RENT	% NON-FUEL RENT	MIN. ANNUAL GUARANTEED RENT	% MHD EV CHARGING RENT	TOTAL MAG RENT (Categories A+B+C)
2027	$ -	$ -	$ -		$ -		$ -
2028	$ -	$ -	$ -		$ -		$ -
2029	$ -	$ -	$ -		$ -		$ -
2030	$ -	$ -	$ -		$ -		$ -
2031	$ -	$ -	$ -		$ -		$ -
2032	$ -	$ -	$ -		$ -		$ -
2033	$ -	$ -	$ -		$ -		$ -
2034	$ -	$ -	$ -		$ -		$ -
2035	$ -	$ -	$ -		$ -		$ -
2036	$ -	$ -	$ -		$ -		$ -
2037	$ -	$ -	$ -		$ -		$ -
2038	$ -	$ -	$ -		$ -		$ -
2039	$ -	$ -	$ -		$ -		$ -
2040	$ -	$ -	$ -		$ -		$ -
2041	$ -	$ -	$ -		$ -		$ -
2042	$ -	$ -	$ -		$ -		$ -
2043	$ -	$ -	$ -		$ -		$ -
2044	$ -	$ -	$ -		$ -		$ -
2045	$ -	$ -	$ -		$ -		$ -
2046	$ -	$ -	$ -		$ -		$ -
2047	$ -	$ -	$ -		$ -		$ -
2048	$ -	$ -	$ -		$ -		$ -
2049	$ -	$ -	$ -		$ -		$ -
2050	$ -	$ -	$ -		$ -		$ -
2051	$ -	$ -	$ -		$ -		$ -
2052	$ -	$ -	$ -		$ -		$ -
2053 (6 months)	$ -	$ -	$ -		$ -		$ -
TOTAL:	**$ -**		**$ -**		**$ -**		**$ -**

EXHIBIT 7 - FINANCIAL PROPOSAL

28. ANGOLA EB FUELING FACILITY

Proposer name:

Category A: Fuel Sales	
Guaranteed Monthly Rent[1]:	
Category B: Non-Fuel Sales	
Guaranteed Monthly Rent[1]:	
Category C: MHD EV Charging	
Guaranteed Monthly Rent[1]:	

[1] The Guaranteed Monthly Rent for the first 5 years of the lease agreement for when the fueling facility is open. As specified in RFP Section 2.3.3 - Rental Revenue from Operations, rent will be pro-rated for categories A, B and C for the months the fueling facility is closed for the Redevelopment Period. The pro-rated rent will automatically calculate in the table below considering the information entered into the "# of months closed" fields. Proposers may choose to escalate the MAG Rent for Categories A, B and C every five years as delineated in the table below.

Projected Re-Opening Date:	
# of Months closed in 2027[2]:	
# of Months closed in 2028[2]:	
# of Months closed in 2029[2]:	
# of Months closed in 2030[2]:	

[2] Proposer to indicate the number of months the fueling facility will be closed for the Redevelopment in years 2027-2030. This will automatically calculate the pro-rated MAG for Categories A, B and C in the table below.

	Category A: Fuel Sales		Category B: Non-Fuel Sales		Category C: MHD EV Charging		
	MIN. ANNUAL GUARANTEED RENT	CENTS PER GALLON ($0.00/GALLON)	MIN. ANNUAL GUARANTEED RENT	% NON-FUEL RENT	MIN. ANNUAL GUARANTEED RENT	% MHD EV CHARGING RENT	TOTAL MAG RENT (Categories A+B+C)
2027	$ -	$ -	$ -		$ -		$ -
2028	$ -	$ -	$ -		$ -		$ -
2029	$ -	$ -	$ -		$ -		$ -
2030	$ -	$ -	$ -		$ -		$ -
2031	$ -	$ -	$ -		$ -		$ -
2032	$ -	$ -	$ -		$ -		$ -
2033	$ -	$ -	$ -		$ -		$ -
2034	$ -	$ -	$ -		$ -		$ -
2035	$ -	$ -	$ -		$ -		$ -
2036	$ -	$ -	$ -		$ -		$ -
2037	$ -	$ -	$ -		$ -		$ -
2038	$ -	$ -	$ -		$ -		$ -
2039	$ -	$ -	$ -		$ -		$ -
2040	$ -	$ -	$ -		$ -		$ -
2041	$ -	$ -	$ -		$ -		$ -
2042	$ -	$ -	$ -		$ -		$ -
2043	$ -	$ -	$ -		$ -		$ -
2044	$ -	$ -	$ -		$ -		$ -
2045	$ -	$ -	$ -		$ -		$ -
2046	$ -	$ -	$ -		$ -		$ -
2047	$ -	$ -	$ -		$ -		$ -
2048	$ -	$ -	$ -		$ -		$ -
2049	$ -	$ -	$ -		$ -		$ -
2050	$ -	$ -	$ -		$ -		$ -
2051	$ -	$ -	$ -		$ -		$ -
2052	$ -	$ -	$ -		$ -		$ -
2053 (6 months)	$ -	$ -	$ -		$ -		$ -
TOTAL:	**$ -**		**$ -**		**$ -**		**$ -**

EXHIBIT 7 - FINANCIAL PROPOSAL

29. ANGOLA WB FUELING FACILITY

Proposer name:

Category A: Fuel Sales	
Guaranteed Monthly Rent[1]:	
Category B: Non-Fuel Sales	
Guaranteed Monthly Rent[1]:	
Category C: MHD EV Charging	
Guaranteed Monthly Rent[1]:	

[1] The Guaranteed Monthly Rent for the first 5 years of the lease agreement for when the fueling facility is open. As specified in RFP Section 2.3.3 - Rental Revenue from Operations, rent will be pro-rated for categories A, B and C for the months the fueling facility is closed for the Redevelopment Period. The pro-rated rent will automatically calculate in the table below considering the information entered into the "# of months closed" fields. Proposers may choose to escalate the MAG Rent for Categories A, B and C every five years as delineated in the table below.

Projected Re-Opening Date:	
# of Months closed in 2027[2]:	
# of Months closed in 2028[2]:	
# of Months closed in 2029[2]:	
# of Months closed in 2030[2]:	

[2] Proposer to indicate the number of months the fueling facility will be closed for the Redevelopment in years 2027-2030. This will automatically calculate the pro-rated MAG for Categories A, B and C in the table below.

	Category A: Fuel Sales		Category B: Non-Fuel Sales		Category C: MHD EV Charging		
	MIN. ANNUAL GUARANTEED RENT	CENTS PER GALLON ($0.00/GALLON)	MIN. ANNUAL GUARANTEED RENT	% NON-FUEL RENT	MIN. ANNUAL GUARANTEED RENT	% MHD EV CHARGING RENT	TOTAL MAG RENT (Categories A+B+C)
2027	$ -	$ -	$ -		$ -		$ -
2028	$ -	$ -	$ -		$ -		$ -
2029	$ -	$ -	$ -		$ -		$ -
2030	$ -	$ -	$ -		$ -		$ -
2031	$ -	$ -	$ -		$ -		$ -
2032	$ -	$ -	$ -		$ -		$ -
2033	$ -	$ -	$ -		$ -		$ -
2034	$ -	$ -	$ -		$ -		$ -
2035	$ -	$ -	$ -		$ -		$ -
2036	$ -	$ -	$ -		$ -		$ -
2037	$ -	$ -	$ -		$ -		$ -
2038	$ -	$ -	$ -		$ -		$ -
2039	$ -	$ -	$ -		$ -		$ -
2040	$ -	$ -	$ -		$ -		$ -
2041	$ -	$ -	$ -		$ -		$ -
2042	$ -	$ -	$ -		$ -		$ -
2043	$ -	$ -	$ -		$ -		$ -
2044	$ -	$ -	$ -		$ -		$ -
2045	$ -	$ -	$ -		$ -		$ -
2046	$ -	$ -	$ -		$ -		$ -
2047	$ -	$ -	$ -		$ -		$ -
2048	$ -	$ -	$ -		$ -		$ -
2049	$ -	$ -	$ -		$ -		$ -
2050	$ -	$ -	$ -		$ -		$ -
2051	$ -	$ -	$ -		$ -		$ -
2052	$ -	$ -	$ -		$ -		$ -
2053 (6 months)	$ -	$ -	$ -		$ -		$ -
TOTAL:	**$ -**		**$ -**		**$ -**		**$ -**

EXHIBIT 7 - FINANCIAL PROPOSAL

SUMMARY

	FUELING FACILITIES	TOTAL MAG 2027 -2053		FUELING FACILITIES	TOTAL MAG 2027 -2053
1	Ardsley	$ -	16	Oneida	$ -
2	Sloatsburg	$ -	17	Chittenango	$ -
3	Ramapo	$ -	18	DeWitt	$ -
4	Plattekill	$ -	19	Warners	$ -
5	Modena	$ -	20	Port Byron	$ -
6	Ulster	$ -	21	Junius Ponds	$ -
7	Malden	$ -	22	Clifton Springs	$ -
8	New Baltimore NB	$ -	23	Seneca	$ -
9	New Baltimore SB	$ -	24	Scottsville	$ -
10	Guilderland	$ -	25	Ontario	$ -
11	Pattersonville	$ -	26	Pembroke	$ -
12	Mohawk	$ -	27	Clarence	$ -
13	Iroquois	$ -	28	Angola EB	$ -
14	Indian Castle	$ -	29	Angola WB	$ -
15	Schuyler	$ -			

TOTAL FINANCIAL PROPOSAL: **$ -**

By signing below, the Proposer acknowledges and agrees that this is a commitment to **Rental Revenue from Operations** and is a firm and irrevocable offer to the New York State Thruway Authority (the "Authority") for a period of **180** days from the proposal due date. The undersigned further certifies that they are a legally authorized representative of the Proposing Entity with the full power and authority to bind said entity to the financial terms, conditions, and commitments contained herein.

PROPOSING ENTITY NAME: _____
(Legal Name as registered with the NYS Secretary of State)

FEDERAL EMPLOYER ID NUMBER (FEIN): _____

BY (SIGNATURE): _____

PRINTED NAME: _____

OFFICIAL TITLE: _____

DATE: _____

EXHIBIT 8

Design & Construction Requirements

EXHIBIT 8 – DESIGN AND CONSTRUCTION REQUIREMENTS

A. Design Codes and Manuals

DESIGN CODES AND MANUALS

The contractor shall comply with all applicable engineering codes and standards, including those of the various Federal, State, and local jurisdictions.

If codes, standards and/or manuals are specified herein for the design of an element of the Project, then the edition(s) in effect on the Proposal due date shall be applicable to the Project. Responsibility for design remains with the contractor in accordance with the terms and conditions of the Contract. If a code, manual or standard is subsequently modified by the issuer, the contractor shall notify the Authority of such modification(s) and request the Authority 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. No work shall commence until all permits are obtained.

For Work not specifically covered by the contact documents, the contractor shall, at a minimum, apply the Standards required by NYSTA for such work, to the extent they do not conflict with express requirements in the Contract Documents. The contractor shall be solely responsible for ensuring that it identifies and that the work conforms to all required Standards that shall apply.

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 Specifications for LRFD Seismic Bridge Design
- LRFD Bridge Construction Specifications
- Manual for Assessing Safety Hardware (MASH)
- Manual for Bridge Evaluation
- Manual on Subsurface Investigations
- Roadside Design Guide
- Roadway Lighting Design Guide
- Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals.

ADA:

- ICC A117.1-2017 Accessible and Usable Buildings and Facilities.

AISC:

- Steel Construction Manual
- AISC 360-22 - Specification for Structural Steel Buildings

ANSI:

- ANSI/AASHTO/AWS D1.5 Bridge Welding Code
- ANSI/ASHRAE/IES Standard 90.1-2024, Energy Standard for Buildings Except Low-Rise Residential Buildings
- ANSI/ASHRAE Standard 62.1-2013, Ventilation for Acceptable Indoor Air Quality

Asphalt Institute:

- Drainage of Asphalt Pavement Structures

Federal Geographic Data Committee:

- GIS Standards

FHWA:

- FHWA NHI-00-043 Mechanically Stabilized Earth Walls and Reinforced Soil Slopes Design and
- Construction Guidelines
- FHWA NHI-01-004 River Engineering for Highway Encroachments
- FHWA NHI-05-123 Soil Slope and Embankment Designs
- FHWA NHI-11-032 GEC No. 3 LRFD Seismic Analysis and Design of Transportation Geotechnical
- Features and Structural Foundations
- FHWA HI-99-007 Rock Slopes Reference Manual
- 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)

NYS Building Codes:

- 2025 NYS codes:
- 2025 Building Code of NYS
- 2025 Plumbing Code of NYS
- 2025 Mechanical Code of NYS
- 2025 Fuel Gas Code of NYS
- 2025 Fire Code of NYS
- 2025 Property Maintenance Code of NYS
- 2025 Existing Building Code of NYS
- 2025 Energy Conservation Code of NYS

IEEE and ANSI:

- Electric Power Engineering Standards (as applicable)

NFPA:

- NFPA 70 National Electrical Code (NEC) Standards 2023
- NFPA 70E - Standard for Electrical Safety in the Workplace
- NFPA 780-20 - Standard for the Installation of Lightning Protection Systems 2703.2, 2703.2.1,2703.3
- NFPA 101 Life Safety Code 1030.6.2
- NFPA 110 - Standard for Emergency and Standby Power Systems 2702.1.3

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
- Bridge Safety Assurance Seismic Vulnerability Manual
- CADD Standards and Procedure Manual
- Comprehensive Pavement Design Manual (CPDM)
- Design Consultant Manual

- Engineering Bulletins
- Engineering Instructions
- 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
- NYSDOT LRFD Bridge Design Specifications
- 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
- Overhead Sign Structures Design Manual
- Policy and Standards for the Design of Entrances to State Highways
- Policy on Highway Lighting
- ROW Mapping Procedure Manual
- Special Specifications as indicated in the Contract Documents
- Standard Specifications for Construction and Materials (including Section 100)
- Steel Construction Manual (SCM)
- U.S. Customary Standard Sheets
- Work Zone Traffic Control Manual

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

NYSGIS:

- GIS Standards

NYSTA:

- Approved EI, EB Adoption List
- Consultant Instructions
- Engineering Instructions, Engineering Bulletins, Special Specifications and Standard
- Drawings
- Occupancy and Work Permit Accommodation Guidelines (TAP-401)
- Utility Occupancy Supplement (TAP-401U)
- General Design and Construction Requirements for Occupancies (TAP-421A-E)
- Guidelines for Use of Variable Message Signs (VMS) (TAP-633)
- Thruway Standard Sheets
- Thruway Bridge Manual ORANGE PAGES
- Title 47 Code of Federal Regulations CFR 90.242 Travelers' Information Stations
- Design and Construction Requirements for Installations/ Crossings on or Attached to Bridge
- Structures, Bridge Culverts or Structural Retaining Walls
- Design and Construction Requirements for Aerial Communication and Power Line Installation

OSHA:

- PART 1910 - Safety And Health Regulations For Construction
- PART 1926 - Safety And Health Regulations For Construction

SPC:

- Society of Protective Coatings Standards

USDOJ:

- ADA Accessibility Guidelines for Buildings and Facilities

USDOT:

- ADA Standards for Transportation Facilities
- Design Guide for Fiber Optic Installation on Freeway Right-of-Way

Other:

- Green and Clean State Buildings and Vehicles Guidelines (Executive Order No. 111)
- State Green Procurement and Agency Sustainability Program (Executive Order No. 4)
- ACI 318-19 - Building Code Requirements for Structural Concrete and Commentary
- AWS D1.4/D1.4M—2018-AMD1: Structural Welding Code—Steel Reinforcing Bars 1704.5, Table 1705.3, 1705.3.1, 2107.3
- ASCE 7-22 - Minimum Design Loads and Associated Criteria for Buildings and Other Structures
- AISI S100—16(2020) w/S2—20: North American Specification for the Design of Cold-Formed Steel Structural Members, 2016 Edition (Reaffirmed 2020), with Supplement 2, 2020 Edition 1604.3.3, 1905.7.2, 2204, 2204.2.2
- AISI S240—20: North American Standard for Cold-Formed Steel Structural Framing, 2020 Edition Table 1404.5.2.1, Table 1404.5.2.2, 2206.1, 2206.1.1.1, 2206.1.3.3, 2206.3, 2212.1, Table 2506.2, Table 2507.2

B. Special Specifications

For the standard specifications please include the following:
This section provides access to, and details the Project-specific requirements for the use of, the following documents:

1. NYSDOT/Authority Standard Specifications and Construction Materials
2. NYSDOT/Authority Engineering Information Issuances
3. NYSDOT/Authority Special Specifications.

NYSDOT Standard Specifications and Construction Materials
The contractor shall use the NYSDOT Standard Specifications Construction Materials in coordination with this contract. The NYSDOT Standard Specifications Construction Materials can be accessed at the following internet link:
https://www.dot.ny.gov/main/business-center/engineering/specifications/busi-e-standards-usc.

NYSDOT Engineering Information Issuances
The contractor shall use the relevant NYSDOT/Authority engineering information issuances, which include:

1. Engineering Instructions (EI);
2. Engineering Bulletins (EB);
3. Engineering Directives (ED).

The above listed engineering information issuances can be accessed at the following internet link for NYSDOT Engineering Information Issuances:
https://www.dot.ny.gov/main/business-center/consultants/forms-publications-and-instructions/engineering-information-issuance-system

NYSDOT Special Specifications
The contractor may submit to use NYSDOT/Authority Special Specifications which are listed in the Electronic Pay Item Catalog (e-PIC) (requires Authority acceptance) and which have received General Approval, and shall use any NYSDOT/Authority Special Specifications which are referenced in the Contract Documents.

NYSDOT Special Specifications can be accessed at the following internet link:
https://www.dot.ny.gov/main/business-center/engineering/specifications/special-specifications-us.

Authority Standard Sheets, Specifications, and Engineering Information Issuances
The contractor shall use the relevant Authority Standard Sheets, Addendum (TA) to the Standard Specifications and adopted NYSDOT Engineering Information Issuances, which can be accessed at the following internet link for NYSDOT Engineering Information Issuances:
https://www.thruway.ny.gov/business/standards-bulletins-instructions

NYSTA Special Specifications
The NYSTA Special Specifications may be requested to be used, in place of NYSDOT items. Once identified during the Design Drawing reviews, the NYSTA Special Specifications will be provided and shall be substituted, as directed.

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 Fuel 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 for 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.

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.

Lighting
Except for specialty fixtures, all luminaires are to be LED and have a minimum 10-year full replacement warranty.

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.

EXHIBIT 9

Environmental Information

EXHIBIT 9
ENVIRONMENTAL INFORMATION

PART 1 – Environmental Codes and Regulations:

The contractor shall comply with all applicable environmental codes and standards, including those of the various Federal, State, and local jurisdictions.

If codes, standards and/or manuals are specified herein for the design of an element of the Project, then the edition(s) in effect on the Proposal due date shall be applicable to the Project. Responsibility for design remains with the contractor in accordance with the terms and conditions of the Contract. If a code, manual or standard is subsequently modified by the issuer, the contractor shall notify the Authority of such modification(s) and request the Authority 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 contact documents the contractor shall, at a minimum, apply the Standards normally applied by NYSTA for such work, to the extent they do not conflict with express requirements in the Contract Documents. The contractor shall be solely responsible for ensuring that it identifies and applies all correct Standards.

Agency	**Permit or Approval**
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 (NYSDEC)	- GP 0-25-001 Stormwater Pollution Prevention Plan Clean Water Act Section 401 Water Quality Certification - 6 NYCRR Part 182 Endangered and Threatened Species - NYS Navigation Law Article 12 Oil Spill Prevention, Control, and Compensation ECL Article 15 Protection of Waters - ECL Article 15 Title 27 Wild, Scenic & Recreational Rivers - ECL Article 24 Freshwater Wetlands - ECL Article 27, Title 13 Inactive Hazardous Waste Disposal Sites - 6 NYCRR Part 200 et seq. Air Contamination and Air Pollution - 6 NYCRR Part 360 et seq. Solid Waste - 6 NYCRR Part 370 et seq. Hazardous Waste - 6 NYCRR Part 501 Use of Flood Control Lands - 6 NYCRR Part 502 Floodplain Management Criteria for State Projects

	- 6 NYCRR Part 595 et seq. Hazardous Substance Bulk Storage - 6 NYCRR Part 613 Petroleum Bulk Storage - 6 NYCRR Part 750 et seq. State Pollutant Discharge Elimination Systems - NYSDEC Spills Guidance Manual
New York State Department of Labor (NYSDOL)	12 NYCRR Part 56 Asbestos
New York State Thruway Authority	Modifications to SEQRA Findings Statement issued by NYSTA
New York State Historic Preservation Officer	State Historic Preservation Act Section 14.09

PART 2 – Fuel Tank Petroleum Bulk Storage (PBS) Registrations:

Service Area	PBS Registration
Ulster Service Area	3-141240
Malden Service Area	3-141259
Plattekill Service Area	3-141771
Modena Service Area	3-141798
Sloatsburg Service Area	3-602156
Ramapo Service Area	3-602157
Ardsley Service Area	3-602161
New Baltimore Service Area	4-141275
Guilderland Service Area	4-141305
Pattersonville Service Area	4-141321
Mohawk Service Area	4-141348
Iroquois Service Area	6-141364
Indian Castle Service Area	6-141372
Schuyler Service Area	6-141380
Oneida Service Area	6-141399
Chittenango Service Area	7-141410
Dewitt Service Area	7-141429
Warners Service Area	7-141437
Port Byron Service Area	7-141453
Junius Ponds Service Area	8-141461
Scottsville Service Area	8-141526
Ontario Service Area	8-141534
Pembroke Service Area	8-141550
Seneca Service Area	8-141658
Clifton Springs Service Area	8-141674
Clarence Service Area	9-141569
Angola Service Area West	9-141585
Angola Service Area East	9-141593

PART 3 – Covered Regulated Site Conditions:

Modena Service Area (Spill #0811316)

Status: Open

Site History: In October 2008, fuel line upgrades were conducted, resulting in the opening of several individual spills by NYSDEC. Remedial soil excavation was performed to address the contaminated soil.

On January 13, 2009, Spill #0811316 was reported at Modena Service Area by NYSDEC.

A Baseline Environmental Assessment was conducted in May 2009 to delineate the evaluate the subsurface conditions at the site.

On February 14, 2010, Matrix Environmental Technologies, Inc. (Matrix) conducted a total phase extraction (TPE) event utilizing a vacuum truck to remove a cumulative total of 287 gallons of liquids from monitoring wells.

In February 2012, a pilot test of soil vapor extraction, air sparing, and TPE was completed. In April 2014, a 20-well TPE remediation system was installed and activated. The system was operated continuously until a temporary shutdown in June 2019. The wells have been monitored to determine whether the contamination has been reduced enough to allow the system to be shutdown permanently.

Two rounds of In-situ Chemical Oxidation (ISCO) were performed in June 2024 and November 2025 to address lingering contamination.

NYSDEC determined that the existing groundwater treatment system achieved its purpose of removing observable LNAPL from recovery wells and approved its decommissioning. It was removed from the site in October 2025.

Future Remediation: Additional remediation will likely be necessary to reduce concentrations of VOCs to levels acceptable for closure.

Ardsley Service Area (Spill #9811360 and Spill #2109677)

Status: Both open

Site History: On December 9, 1998, while seven underground storage tanks (UST) were removed, a 3-inch diameter hole was observed in a UST. Approximately 750 tons of hydrocarbon impacted soil were removed for off-site disposal. As a result of these activities, Spill #9811360 was reported at Ardsley Service Area.

Between August 1999 and June 2001, 26 monitoring wells were installed. Approximately 400 gallons of free product was recovered from these wells across several targeted extraction events. In December 2001, a free product recovery system was installed. The system was operated until July 2003 and recovered approximately 500 gallons of product. Between 2004 and 2018, several subsurface investigations were conducted, including targeted extraction events from the remaining monitoring wells.

In September 2010, a Subsurface Investigation was performed, followed by two Supplemental Subsurface Investigations in November 2011 and January 2015, to delineate baseline contamination levels.

In January 2019, Matrix installed and activated a vapor and groundwater extraction system (VEGE). The system recovered approximately 1,800 gallons of free product before underground piping failed and the system was shut down in August 2019. After repairs to the system, and to a collapsed discharge pipe unrelated to the system, it was restarted in 2021.

While the Matrix has continued to repair and operate the existing pump and treat system, LNAPL appears intermittently in wells in the northern end of the fueling facility (closest to the restaurant). In November 2025, a passive bailer was added to MW41 to facilitate additional product recovery.

Future Remediation: The VEGE system is expected to continue operations with quarterly groundwater monitoring to remediate spill 9811360.

DeWitt Service Area (Spill #9006534 and Spill #2402510)

Status: Closed

Site History: In September 1990, Spill #9006534 was reported at DeWitt Service Area.

Between 1992 and 2003, 18 monitoring wells were installed, and several in-situ targeted chemical injection events were performed.

In January 2011, a Subsurface Investigation was performed to delineate the extent of subsurface contamination on site.

In October 2011, station upgrade activities were conducted at which time 2,474 tons of impacted soils were removed. Following excavation, Groundwater and Environmental Services, Inc. (GES) installed 26 monitoring wells and conducted semi-annual product recovery events via vacuum truck, in addition to quarterly groundwater monitoring.

In November 2025, NYSDEC issued a closure and no further action for Spill 9006534.

Future Remediation: Existing monitoring wells will be removed, but no further remedial action is required (for either spill).

Port Byron Service Area (Spill #8909210)

Status: Open

Site History: On December 20, 1989, DEC opened Spill #8909210 based on a gasoline leak from a tank failure. Investigations were conducted by the Authority to delineate the extent of contamination. A total of 31 monitoring wells were installed to conduct targeted product recovery and quarterly groundwater monitoring.

In July 2009, a forensic analysis was conducted to evaluate the contamination of the on-site groundwater.

Groundwater monitoring had been showing consistently elevated levels of contamination since 2013, prompting DEC to push for an active on-site treatment system. Synergy Environmental Inc. conducted a pilot test in 2020 to demonstrate the viability of an in-situ ozone treatment system. After positive tests, a full system was designed and constructed, with start-up in January 2022.

In December 2024, a supplemental site investigation was conducted using high-resolution subsurface imaging to evaluate the extent of contamination beyond the existing well field. Based on the results of the investigation, the fueling operator installed four wells in preparation for targeted surfactant injections.

Future Remediation: The current fueling operator plans to conduct injections in 2026. Operation and monitoring of the existing ozone system will be required to continue into at least 2028.

Scottsville Service Area (Spill #0400373 and Spill #2402510)

Status: Open

Site History: On April 12, 2004, DEC reported Spill #0400373 relating to the historic release of fuel. Investigations were conducted by the Authority to delineate the extent of contamination. A total of 40 monitoring wells were installed to conduct targeted product recovery and quarterly groundwater monitoring.

In October 2006, limited Subsurface Investigation was conducted to evaluate the status of existing contamination at the close of Exxon Mobil's tenancy.

After taking over operations of the site, a Subsurface Investigation was conducted in October 2008, followed by Supplemental Subsurface Investigations in November 2008 and March 2009.

Based on the results of the investigations, Synergy Environmental Inc. constructed an ozone injection system to remediate groundwater contamination in 2010. The system was operated from 2011 through 2018, when the system was shutdown to evaluate the effectiveness of the system and determine the possibility of permanent shutdown and site closure. Due to significant contamination rebound, the ozone system was restarted in December 2021.

In December 2024, a supplemental site investigation was conducted using high-resolution subsurface imaging to evaluate the extent of contamination of Spill 0400373. The investigation detected elevated levels of VOC in the southwesterly side of the fueling area, beyond the influence of the existing remediation system.

In March 2025, the ozone system shutdown due to mechanical failure, and the operator requested spill closure, citing overall reductions in contamination levels and elimination of free product during the period of system operation. NYSDEC recommended an eight-quarter shut down monitoring period to evaluate contamination rebound, and for tank field wells MW-1, 2, 3 and 4 to be resampled.

In February 2026, Spill 2508915 was opened when an underground fuel line was determined to be leaking. Immediate measures were taken by the operator to stop the flow of fuel and repair the leak. Groundwater samples collected from tank field wells MW-1, 2, 3 and 4 detected small amounts of free product. NYSTA requested to NYSDEC that Spill 2508915 be kept administratively separate from Spill 0400373.

Future Remediation: Additional remediation measures will likely be necessary to address both spills. It is not determined whether the existing ozone system should or can be restarted.

Warners Service Area (Spill #9009147 and Spill #0304326)

Status: #9009147 Open; #0304326 Closed

Site History: On November 20, 1990, DEC reported Spill #9009147 due to a tank test failure.

In June 1999, Precision Environmental Services, Inc. (PES) installed a Soil Vapor Extraction (SVE) system and an air sparge system to remediate the 1990 spill.

On July 4, 2003, DEC reported Spill #0304326 due to a tank overfill. Groundwater Environmental Services installed wells to conduct targeted extraction events to address the 2003 spill.

In 2017, the two on-site systems targeting the 1990 and the 2003 spills were combined by PES and began operating as a single remediation system.

In December 2020, NYSDEC closed spill #0304326. However, since both the 1990 and 2003 spills had been functionally treated as a single spill since 2003, the single spill closure was mostly an administrative measure.

Future Remediation: The combined system to remediate both the 1990 and 2003 spills does not have influence or actively address the entire area of contamination. A combination of focused excavation, chemical injection, or construction of a new in-situ remediation system will likely be required.

Sloatsburg Service Area (Spill #1002913)

Status: Closed

Site History: In June 2010, DEC opened Spill #1002913 due to petroleum detected in the soil while performing subsurface work near the truck entrance ramp. After the spill was reported, 40 cubic yards or contaminated soil was excavated and removed from the site.

In June 2014, DEC closed Spill #1002913.

Note: This information is not current and there is a possibility that contamination is present given the current use of the property as a fuel service area.

Ontario Service Area (Spill #0808840)

Status: Closed

Site History: While conducting a Baseline Environmental Assessment to assess potential environmental liability of the site in November 2008, Matrix Environmental Technologies, Inc. (METI) reported Spill #0808840 due to the observation of stained soil during the installation of monitoring wells. The assessment was completed in March 2009.

From 2010 to 2015, METI installed 23 monitoring wells and conducted targeted extraction events. In 2016, METI installed and activated a Vapor and Groundwater Extraction (VEGE) system. In 2019, the VEGE was deactivated to evaluate contamination rebound.

In June 2020, Spill #0808840 was closed by DEC.

Note: This information is not current and there is a possibility that contamination is present given the current use of the property as a fuel service area.

Seneca Service Area (Spill #0606809)

Status: Closed

Site History: In June 2006, a Limited Subsurface Investigation was undertaken to identify the presence of soil contamination on site.

In September 2006, DEC opened Spill #0606809 based on a report of gasoline into the soil and groundwater.

A Site Investigation Report was issued in November 2008, followed by a Supplemental Investigation report was issued in February 2009, to fully delineate the extent of subsurface contamination.

In 2011, Synergy Environmental Inc. (Synergy) installed and activated a combination Ozone Injection and Soil Vapor Extraction (SVE) remediation system. The system was continuously activated through May 2014, after which Synergy implemented periodic temporary shutdowns to evaluated contamination rebound. In March 2017, the system was deactivated with the intention of a permanent shutdown.

In August 2018, Spill #0606809 was closed by DEC.

Note: This information is not current and there is a possibility that contamination is present given the current use of the property as a fuel service area.

New Baltimore Service Area (Spill #0911309 and Spill #2105765)

Status: Closed

Site History: In January 2010, DEC opened Spill #0911309 due to petroleum odors detected in the fiber trench below the fuel dispenser.

In August 2010, following a preliminary site investigation, Synergy Environmental, Inc. (Synergy) installed five groundwater monitoring wells for the purpose of conducting a preliminary remedial investigation and performing annual groundwater sampling. In April 2014, Synergy installed an additional three monitoring wells.

In December, a final remedial investigation report was submitted to NYSDEC, who granted closure to Spill #0911309 in February 2016.

Note: This information is not current and there is a possibility that contamination is present given the current use of the property as a fuel service area.

Malden Service Area (Spill #0907206 and Spill #2505299)

Status: #0907206 Closed; #2505299 Open

Site History: In September 2009, DEC opened Spill #0907206 due to a fuel release from a failed underground piping connection.

In December 2009, Synergy Environmental Inc. (Synergy) performed a subsurface investigation and conducted soil excavation.

In July 2010, Synergy installed and activated a dewatering and soil vapor extraction consisting of 17 extraction wells. Synergy deactivated the system in June 2013 to assess the potential for groundwater contamination rebound.

In March 2015, DEC closed Spill #0907026.

Note: This information is not current and there is a possibility that contamination is present given the current use of the property as a fuel service area.

Plattekill Service Area (Spill #0807154 and Spill #2206561)

Status: Closed

Site History: In September 2008, Spill #0807154 was opened by DEC due to hydrocarbon odor and grey-stained soil observed during an underground tank system upgrade.

In November 2008, Matrix Environmental Technologies (Matrix) conducted a remedial excavation and removal of approximately 6000 tons of petroleum impacted soil to address Spill #0807154. Following excavation, Matrix installed twelve groundwater monitoring wells and began performing semi-annual groundwater monitoring events.

In May 2009, a Baseline Environmental Assessment was performed to evaluate the full extent of on-site environmental subsurface conditions relating to Spill #0807154.

In May 2015, DEC closed Spill #0807154.

Note: This information is not current and there is a possibility that contamination is present given the current use of the property as a fuel service area.

Ulster Service Area (Spill #0800014)

Status: Closed

Site History: In June 2006, a Limited Subsurface Investigation was performed.

In April 2008, Spill #0800014 was opened by DEC due to petroleum sheen observed in the groundwater during an underground tank system upgrade. Between April and August 2008, Matrix Environmental Technologies (Matrix) excavated and removed 1600 tons of petroleum contaminated soil and extracted 55,000 gallons of contaminated groundwater.

Matrix installed eleven groundwater monitoring wells in May 2009 and conducted a Baseline Environmental Assessment to assess the extent of groundwater contamination.

In February 2011, DEC closed Spill #0800014.

Note: This information is not current and there is a possibility that contamination is present given the current use of the property as a fuel service area.

Clifton Springs Service Area (Spill #0606811)

Status: Closed

Site History: In September 2006, DEC opened Spill #0606811 due to petroleum detected during subsurface work.

From September 2007 to October 2008, Groundwater Environmental Services, Inc. (GES) collected waste characterization soil samples, conducted soil excavation, installed ten monitoring wells, and conducted targeted extraction events as part of a remedial site investigation. GES conducted quarterly groundwater monitoring to assess the reduction in groundwater contamination.

In August 2009, DEC closed Spill #0606811.

Note: This information is not current and there is a possibility that contamination is present given the current use of the property as a fuel service area.

Pattersonville Service Area (Spill #0605597 and Spill #2305989)

Status: Closed

Site History: In August 2006, DEC opened Spill #0605597 due to petroleum odors detected from an unknown underground release.

In June 2017, DEC closed Spill #0605597.

Note: This information is not current and there is a possibility that contamination is present given the current use of the property as a fuel service area.

Ramapo Service Area (Spill #9809995 and #2210210)

Status: Closed

Site History: In November 1998, during removal of underground fuel tanks from the northerly end of the site (near the location of the new proposed service area building to be constructed starting 2021), Miller Environmental Group (MEG) detected petroleum contaminated soil in area of the north tank farm, prompting DEC to open Spill #9809995.

From November 1998 to March 1999, MEG excavated and removed 8000 tons of contaminated soil from the site, installed four monitoring wells, and began quarterly groundwater sampling. In 2000, MEG installed an additional eight monitoring wells and continued quarterly sampling. Kleinfelder was retained to manage site remediation and conduct groundwater sampling in 2010.

In November 2013, DEC closed Spill #9809995.

Note: This information is not current and there is a possibility that contamination is present given the current use of the property as a fuel service area.

Angola Eastbound Service Area (Spill #8805004)

Status: Closed

Site History: In September 1988, DEC opened Spill #8805004 due to a petroleum leak from an underground tank test failure.

Groundwater Technology Inc. (GTI) conducted groundwater extraction, soil venting and air sparging on-site remedies from 1992 through 1998 to stabilize and confine the contamination plume. In December 1999, following an Environmental Assessment performed by Groundwater Environmental Services Inc. (GES), DEC classified the site as inactive.

In October 2005, a Subsurface Investigation was performed to determine the nature of petroleum impacts to soil and groundwater. This was followed up with two Supplemental Subsurface Investigations in February 2006 and February 2007. During these investigations, 19 monitoring wells were installed to delineate soil and groundwater contamination.

In June 2006, NYSTA performed a separate Subsurface Investigation at this facility.

In 2009, Sunoco performed targeted soil excavation and groundwater extraction.

In September 2010, DEC closed Spill #8805004.

Note: This information is not current and there is a possibility that contamination is present given the current use of the property as a fuel service area.

Angola Westbound Service Area (Spill #9008735)

Status: Closed

Site History: In November 1990, DEC opened Spill #9008735 due to a petroleum leak from an underground tank test failure. The leaking tank was subsequently removed.

In June 1991, a soil vapor extraction system was installed and activated by Groundwater Technology, Inc. (GTI), as described in the Pete Casper memo dated July 25, 2012. GTI also installed and activated an air sparging component of the system in February 1992. The total system was operated until 1996.
In December 1996, DEC closed Spill #9008735.

In April 2007, a Baseline Environmental Assessment was performed to evaluate the on-site environmental conditions.

Note: This information is not current and there is a possibility that contamination is present given the current use of the property as a fuel service area.

Chittenango Service Area (Spill #8909828)

Status: Closed

Site History: In January 1990, DEC opened Spill #8909828 at Chittenango Service Area due to a release of an unknown quantity of gasoline and MBTE.

In November 2006, Groundwater Environmental Services, Inc. (GES) performed a subsurface investigation, advancing three soil borings and two monitoring wells. A supplemental investigation was conducted in June 2010 by GES, installing an additional eight monitoring wells. Quarterly groundwater monitoring was conducted to assess contamination levels.

In August 2010, a Subsurface Investigation was conducted to assess the extent of impacts of Spill #8909828. As a result of the investigation, limited soil excavation was conducted near the fueling dispensers. Following rounds of groundwater sampling, a targeted groundwater extraction event was conducted in May 2013, removing 1,500 gallons of contaminated groundwater.

In January 2015, DEC closed Spill #8909828.

Note: This information is not current and there is a possibility that contamination is present given the current use of the property as a fuel service area.

Clarence Service Area (Spill #8806836 and Spill #2209464)

Status: Closed

Site History: In November 1988, DEC opened Spill #8806836 at Clarence Service Area due to a tank test failure of an underground fuel storage tank.

In 1989, a vapor and groundwater extraction (VEGE) system was installed and activated.

In 1995, vacuum enhanced groundwater extraction was added to the remediation system. In 1997, Environmental Products & Services (EPS) replaced the entire remediation system with a new vacuum-enhanced total fluids recovery system. From 1999 to 2005, EPS added additional recovery wells, an oil water separator, and an air sparging component, to the remediation system.

In March 2010, a Subsurface Investigation and chemical oxidation injection pilot test was conducted to assess the viability of this approach to remediate Spill #8806836.

In July 2010, Groundwater Environmental Services, Inc. (GES) installed a soil vapor extraction (SVE) system and conducted in-situ chemical oxidation (ISCO) injection. From November 2010 to October 2012, GES conducted seven additional ISCO injection events.

In December 2013, GES begun conducting quarterly groundwater sampling to assess for contamination reduction.

In August 2014, DEC closed Spill #8806836.

Note: This information is not current and there is a possibility that contamination is present given the current use of the property as a fuel service area.

Oneida Service Area (Spill #8909827 and Spill #2102455)

Status: Closed

Site History: In January 1990, DEC opened Spill #8909827 due to a reported gasoline spill.

In May 1990, Groundwater Technology, Inc. (GTI) performed a subsurface site investigation, collecting soil vapor and groundwater samples. An on-site remediation system was recommended.

In September 1992, during removal of five underground fuel storage tanks, impacted petroleum impacted soil was excavated and treated on-site using passive bioremediation.

In June 1995, a groundwater extraction and air-stripper treatment system were installed and activated. Ira D. Conklin and Sons (IDC) began conducting quarterly groundwater monitoring at the recovery wells.

In November 2005, IDC excavated and removed approximately 9000 tons of contaminated soil from the site.

In November 2008, DEC closed Spill #8909827.

In October 2010, soil excavation was performed around the fueling dispensers and below and surrounding the location of the current convenience store building.

Note: Contamination may be present outside of the spill area.

Junius Ponds Service Area (Spill #9104572)

Status: Closed

Site History: In July 1991, DEC opened Spill #9104572 due to petroleum product detected from an underground fuel tank failure.

In May 1992, Marcor Remediation (Marcor) removed the existing underground fuel tanks and installed 11 monitoring wells. Marcor began periodic groundwater bailing from monitoring wells.

In September 2002, Marcor installed and activated an oxygen injection system. The system was deactivated in 2005.

In February 2010, Groundwater Environmental Services (GES) completed a subsurface investigation. Based on the results of the investigation, GES installed and activated an air sparge and vapor containment system in April 2011. GES installed an additional vapor recovery blower in April 2014. In December 2015, GES shut down the system to assess groundwater contamination rebound.

In February 2017, DEC closed Spill #9104572.

Note: This information is not current and there is a possibility that contamination is present given the current use of the property as a fuel service area.

Pembroke Service Area (Spill #8909829)

Status: Closed

Site History: In January 1990, DEC Opened Spill #8909829 due to a reported release of gasoline from and underground fuel storage tank.

In 1991, Sunoco and NYSTA negotiated Supplemental Agreement No.1 (Sunoco From 1992 through 1996, ten monitoring wells were installed.

In February 2008, Nature's Way conducted a subsurface investigation, followed by a supplemental subsurface investigation in August 2008, both of which identified and delineated petroleum impacted soil and groundwater. The investigation recommended excavation of contaminated soil and removal of groundwater.

From March to September 2009, Nature's Way conducted soil excavation in the vicinity of the fueling canopy, removing 11,000 tons of contaminated soil, and approximately 30,000 gallons of petroleum contaminated groundwater. Nature's Way also removed the existing underground fueling tanks.

In March 2010, DEC closed Spill #8909829.

Note: This information is not current and there is a possibility that contamination is present given the current use of the property as a fuel service area.

Guilderland Service Area (Spill #8806072)

Status: Closed

Site History: In October 1988, DEC opened Spill #8806072 due to petroleum product detected from an underground fuel tank failure.

In April 1994, a groundwater extraction system was installed comprised of five recovery wells and 22 monitoring wells. The system operated until December 2002, removing approximately 2,000 gallons of petroleum contaminated groundwater.

In August 2003, DEC closed Spill #8806072.

In November 2013, DEC reopened Spill #8806072 to compel the Authority to extract and treat groundwater during planned construction activities at the service area.

In March 2014, DEC closed Spill #8806072.

Note: This information is not current and there is a possibility that contamination is present given the current use of the property as a fuel service area.

Mohawk Service Area (Spill #8806333)

Status: Closed

Site History: In October 1988, DEC opened Spill #8806333 due to the release of an unknown quantity of gasoline from an underground storage tank.

In 1997, Environmental Products and Services of Vermont (EPSV) conducted a subsurface investigation, installing five monitoring wells, and tracing the source of the release to a former diesel dispensing area west of the existing diesel dispensers.

In March 2002, EPSV installed four additional monitoring wells and conducted in-situ chemical injection to treat residual groundwater contamination and excavated 175 tons of contaminated soil.

In 2004 through 2009, EPSV conducted four additional rounds of in-situ chemical injection.

In August 2010, Precision Environmental Services conducted a supplemental subsurface investigation, advancing soil borings and installing two additional groundwater monitoring wells. They followed up the investigation with quarterly groundwater monitoring to assess the possibility of spill closure. In May 2011, a forensic soil analysis was conducted at two locations.

Based on the results of the investigations, soil excavation was conducted in October 2011 to remediate Spill #8806333.

In July 2012, DEC closed Spill #8806333.

Note: This information is not current and there is a possibility that contamination is present given the current use of the property as a fuel service area.

Iroquois Service Area (Spill #8900987)

Status: Closed

Site History: In May 1989, DEC opened Spill #8900987 due to the failure of an underground fuel storage tank.

In October 1992, Metcalf and Eddy/Anderson Equipment and Testing Division (Metcalf) conducted a subsurface investigation, advanced soil borings and installed three monitoring wells.

In March 2002, DEC closed Spill #8900987.

Note: This information is not current and there is a possibility that contamination is present given the current use of the property as a fuel service area.

Indian Castle Service Area (Spill #9202316)

Status: Closed

Site History: In May 1992, DEC opened Spill #9202316 due to soil contamination observed during the replacement of underground fuel storage tanks. Approximately 1500 cubic yards of contaminated soil were excavated and stockpiled. A soil vapor extraction (SVE) system was subsequently installed and operated by Metcalf and Eddy/Anderson Equipment and Testing Division (Metcalf).

In March 2002, DEC closed Spill #9202316.

Note: This information is not current and there is a possibility that contamination is present given the current use of the property as a fuel service area.

Schuyler Service Area (Spill #8901648)

Status: Closed

Site History: In May 1989, DEC opened Spill #8901648 due to petroleum contaminated soil observed during a subsurface assessment to replace underground fuel storage tanks. Marcor of New York, Inc. (Marcor) conducted a subsurface investigation, advancing soil borings and installing three groundwater monitoring wells.

In December 2002, DEC closed Spill #8901648.

Note: This information is not current and there is a possibility that contamination is present given the current use of the property as a fuel service area.

PART 4 – SEQRA:

		Full Environmental Assessment Form - Part 1 Project and Setting
A. Project and Sponsor Information.		
Name of Action or Project:		**Assessment of Fuel Facilities/Services at the New York State Thruway Authority's Service Areas**
Project Location (describe, and attach a general location map):		Ardsley Service Area - Mile Post 6 NB - New York Division, Greenburgh, Westchester County; Sloatsburg Service Area - Mile Post 33 NB - New York Division, Ramapo, Rockland County; Ramapo Service Area - Mile Post 33 SB - New York Division, Ramapo, Rockland County; Plattekill Service Area - Mile Post 65 NB - New York Division, Newburgh, Orange County; Modena Service Area - Mile Post 66 SB - New York Division, Newburgh, Orange County; Ulster Service Area - Mile Post 96 SB - Albany Division, Ulster, Ulster County; Malden Service Area - Mile Post 103 NB - Albany Division, Saugerties, Ulster County; New Baltimore Service Area - Mile Post 127 NB/SB - Albany Division, New Baltimore, Greene County; Guilderland Service Area - Mile Post 153 EB - Albany Division, Guilderland, Albany County; Pattersonville Service Area - Mile Post 168 WB - Albany Division, Pattersonville, Montgomery County; Mohawk Service Area - Mile Post 172 EB - Albany Division, Florida, Montgomery County; Indian Castle Service Area - Mile Post 210 EB - Syracuse Division, Danube, Herkimer County; Iroquois Service Area - Mile Post 210 WB - Syracuse Division, Danube, Herkimer County
Brief Description of Proposed Action (include purpose or need):		The New York State Thruway Authority (NYSTA) has begun an effort to revitalize all 29 of the fueling locations located at the 27 Service Areas along the New York State Thruway. The project is aimed at evaluating improvements and changes at these fueling areas. These updates may involve reconstruciton, renovation ,and other substanial impormvent of the fueling offerings, moderinzatiion and futureproffing, sustainable design ad resiliency, phasing and continuty of operations, and braning for consistency. As part of this conceptual level work, NYSTA must determine the potential environmental impacts of such proposed action at all 27 sites (29 fueling locations) in order to better determine the feasibility and costs of the plaza revision effort. As part of this conceptual level work, NYSTA must determine the potential environmental impacts of such proposed action at all 27 sites (29 fueling locations) in order to better determine the feasibility and costs of the plaza revision effort.
Name of Applicant/Sponsor:		New York State Thruway Authority (NYSTA), 518-436-2700
E-Mail:		
Address:		200 Southern Blvd.
City/PO: State: Zip Code:		P.O. Box 189, Albany, New York 12201-0189
Project Contact (if not same as sponsor; give name and title/role): Telephone:		Kara Ostrander, Director of Customer Relations, 518.436.2831
E-Mail:		Kara.Ostrander@thruway.ny.gov
Address:		200 Southern Blvd.
City/PO: State: Zip Code:		Albany / P.O. Box 189, New York 12201-0189
Property Owner (if not same as sponsor): Telephone:		
E-Mail:		
Address:		
City/PO: State: Zip Code:		

Combined Fuel Service Areas	Ardsley	Sloatsburg	Ramapo	Plattekill	Modena	Ulster	Malden	New Baltimore	Guilderland	Pattersonville	Mohawk	Indian Castle	Iroquois

B. Government Approvals, Funding, or Sponsorship. ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)		
a. City Council, Town Board, or Village Board of Trustees	No	No
b. City, Town or Village Planning Board or Commission	No	No
c. City Council, Town or Village Zoning Board of Appeals	No	No
d. Other local agencies	No	No
e. County agencies	No	No
f. Regional agencies	No	No
g. State agencies	NYSDEC SPDES and WSRR Permits	Yes - NYSDEC SPDES Permit and WSRR Permit Ramapo and Sloatsburg
h. Federal agencies	No	No
i. Coastal Resources.	No	
i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway?	No	No
ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program?	No	No
iii. Is the project site within a Coastal Erosion Hazard Area?	No	No

C. Planning and Zoning

C.1. Planning and zoning actions.		
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? • If Yes, complete sections C, F and G. • If No, proceed to question C.2 and complete all remaining sections and questions in Part 1	No	No
C.2. Adopted land use plans.		
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?	No	No

If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located?														
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?)	Varies	No	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
If Yes, identify the plan(s):	Varies				Hudson River Valley National Heritage Area	Hudson River Valley National Heritage Area	Hudson River Valley National Heritage Area	Hudson River Valley National Heritage Area	Hudson River Valley National Heritage Area	NYS Mohawk Valley Heritage Corridor and Hudson River Valley National Heritage Area	NYS Mohawk Valley Heritage Corridor and Erie Canalway National Heritage Corridor	NYS Mohawk Valley Heritage Corridor and Erie Canalway National Heritage Corridor	NYS Mohawk Valley Heritage Corridor and Erie Canalway National Heritage Corridor	NYS Mohawk Valley Heritage Corridor and Erie Canalway National Heritage Corridor

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?	No	No
If Yes, identify the plan(s):		

	Full Environmental Assessment Form - Part 1 Project and Setting
A. Project and Sponsor Information Continued:	
Name of Action or Project:	**Assessment of Fuel Facilities/Services at the New York State Thruway Authority's Service Areas**
Project Location (describe, and attach a general location map):	Schuyler Service Area - Mile Post 227 WB - Syracuse Division, Schuyler, Herkimer County; Oneida Service Area - Mile Post 244 EB - Syracuse Division, Westmoreland, Oneida County; Chittenango Service Area - Mile Post 266 WB - Syracuse Division, Sullivan, Madison County; De Witt Service Area - Mile Post 280 EB - Syracuse Division, De Witt, Onondaga County; Warners Service Area - Mile Post 292 WB - Syracuse Division, Van Buren, Onondaga County; Port Byron Service Area - Mile Post 310 EB - Syracuse Division, Montezuma, Cayuga County; Junius Ponds Service Area - Mile Post 324 WB - Syracuse Division, Junius, Seneca County; Clifton Springs Service Area - Mile Post 337 EB - Syracuse Division, Manchester, Ontario County; Seneca Service Area - Mile Post 350 WB - Syracuse Division, Victor, Ontario County; Scottsville Service Area - Mile Post 366 EB - Buffalo Division, Henrietta, Monroe County; Ontario Service Area - Mile Post 376 WB - Buffalo Division, Le Roy, Genesee County; Pembroke Service Area - Mile Post 397 EB - Buffalo Division, Pembroke, Genesee County; Clarence Service Area - Mile Post 412 WB - Buffalo Division, Lancaster, Erie County; Angola Service Area - Mile Post 447 EB/WB - Buffalo Division, Evans, Erie County
Brief Description of Proposed Action (include purpose or need):	The New York State Thruway Authority (NYSTA) has begun an effort to revitalize all 29 of the fueling locations located at the 27 Service Areas along the New York State Thruway. The project is aimed at evaluating improvements and changes at these fueling areas. These updates may involve reconstruciton, renovation ,and other substanial impormvent of the fueling offerings, moderinzatiion and futureproffing, sustainable design ad resiliency, phasing and continuty of operations, and braning for consistency. As part of this conceptual level work, NYSTA must determine the potential environmental impacts of such proposed action at all 27 sites (29 fueling locations) in order to better determine the feasibility and costs of the plaza revision effort. As part of this conceptual level work, NYSTA must determine the potential environmental impacts of such proposed action at all 27 sites (29 fueling locations) in order to better determine the feasibility and costs of the plaza revision effort.
Name of Applicant/Sponsor: Telephone:	New York State Thruway Authority (NYSTA), 518-436-2700
E-Mail:	
Address:	200 Southern Blvd.
City/PO: State: Zip Code:	P.O. Box 189, Albany, New York 12201-0189
Project Contact (if not same as sponsor; give name and title/role): Telephone:	Kara Ostrander, Director of Customer Relations, 518.436.2831
E-Mail:	Kara.Ostrander@thruway.ny.gov
Address:	200 Southern Blvd.
City/PO: State: Zip Code:	Albany / P.O. Box 189, New York 12201-0189
Property Owner (if not same as sponsor): Telephone:	
E-Mail:	
Address:	
City/PO: State: Zip Code:	

	Schuyler	Oneida	Chittenango	DeWitt	Warners	Port Byron	Junius Ponds	Clifton Springs	Seneca	Scottsville	Ontario	Pembroke	Clarence	Angola
B. Government Approvals, Funding, or Sponsorship. ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)														
a. City Council, Town Board, or Village Board of Trustees	No													
b. City, Town or Village Planning Board or Commission	No													
c. City Council, Town or Village Zoning Board of Appeals	No													
d. Other local agencies	No													
e. County agencies	No													
f. Regional agencies	No													
g. State agencies	Yes - NYSDEC SPDES Permit													
h. Federal agencies	No													
i. Coastal Resources.	No													
i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway?	No													
ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program?	No													
iii. Is the project site within a Coastal Erosion Hazard Area?	No													

C. Planning and Zoning

	Schuyler	Oneida	Chittenango	DeWitt	Warners	Port Byron	Junius Ponds	Clifton Springs	Seneca	Scottsville	Ontario	Pembroke	Clarence	Angola
C.1. Planning and zoning actions.														
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? • If Yes, complete sections C, F and G. • If No, proceed to question C.2 and complete all remaining sections and questions in Part 1	No													
C.2. Adopted land use plans.														
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?	No													
If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located?														
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?)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	No	No	Yes	Yes
If Yes, identify the plan(s):	NYS Mohawk Valley Heritage Corridor and Erie Canalway National Heritage Corridor	NYS Mohawk Valley Heritage Corridor and Erie Canalway National Heritage Corridor	Erie Canalway National Heritage Corridor	Erie Canalway National Heritage Corridor	Erie Canalway National Heritage Corridor	Erie Canalway National Heritage Corridor	Erie Canalway National Heritage Corridor	Erie Canalway National Heritage Corridor		NYS Western Erie Canal Heritage Corridor and Erie Canalway National Heritage Corridor			NYS Western Erie Canal Heritage Corridor	NYS Western Erie Canal Heritage Corridor
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?	No													
If Yes, identify the plan(s):														

	Combined Fuel Service Areas	Ardsley	Sloatsburg	Ramapo	Plattekill	Modena	Ulster	Malden	New Baltimore	Guilderland	Pattersonville	Mohawk	Indian Castle	Iroquois
C.3. Zoning														
a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance?	Project sites on land owned by NYS are not subject to local zoning	Project sites on land owned by NYS are not subject to local zoning												
If Yes, what is the zoning classification(s) including any applicable overlay district?														
b. Is the use permitted or allowed by a special or conditional use permit?	Yes	Yes												
c. Is a zoning change requested as part of the proposed action?	No	No												
If Yes,														
i. What is the proposed new zoning for the site?														
C.4. Existing community services.														
a. In what school district is the project site located?	Various	Ardsley Union Free School District	Suffern Central School District	Suffern Central School District	Wallkill Central School District	Wallkill Central School District	Kingston City School District	Saugerties Central School District	Ravena-Coeymans-Selkirk Central School District	Rotterdam-Mohonasen Central School District	Schalmont Central School District	Greater Amsterdam School District	Oppenheim-Ephratah-St. Johnsville Central School District	Oppenheim-Ephratah-St. Johnsville Central School District
b. What police or other public protection forces serve the project site?	Various	NYS Police Troop T & Greenburgh Police Department	NYS Police Troop T & Town of Ramapo Police Department	NYS Police Troop T & Town of Ramapo Police Department	NYS Police Troop T & Town of Newburgh Police Department	NYS Police Troop T & Town of Newburgh Police Department	NYS Police Troop T & Town of Ulster Police	NYS Police Troop T & Saugerties Police Department	NYS Police Troop T	NYS Police Troop T & Guilderland Police Department	NYS Police Troop T	NYS Police Troop T	NYS Police Troop T	NYS Police Troop T
c. Which fire protection and emergency medical services serve the project site?	Various	Hastings Fire Department & Greenburgh EMS	Sloatsburg Fire Department & Sloatsburg Volunteer Community Ambulance Corp.	Sloatsburg Fire Department & Sloatsburg Volunteer Community Ambulance Corp.	Plattekill Fire Department & Rescue	Plattekill Fire Department & Rescue	Ulster Fire District & Ruby Volunteer Fire Department	Cedar Grove Fire Company & Town of Saugerties Ambulance	New Baltimore Fire District	Fort Hunter Volunteer Fire Company & Western Turnpike Rescue Squad	Florida Volunteer Fire Department	Florida Volunteer Fire Department	Herkimer Fire Department	Herkimer Fire Department
d. What parks serve the project site?	None	None												

	Combined Fuel Service Areas	Ardsley	Sloatsburg	Ramapo	Plattekill	Modena	Ulster	Malden	New Baltimore (NB/SB Combined)	Guilderland	Pattersonville	Mohawk	Indian Castle	Iroquois
D. Project Details														
D.1. Proposed and Potential Development														
a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)?	Commercial	Commercial												
b. a. Total acreage of the site of the proposed action? (acres)	72.22	1.7	2.4	1.8	1.5	2.2	1.7	1.7	4.3	2.5	5.2	2.7	1.8	1.7
b. Total acreage to be physically disturbed? (acres)	72.22	1.7	2.4	1.8	1.5	2.2	1.7	1.7	4.3	2.5	5.2	2.7	1.8	1.7
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? (acres)	178.7	178.7												
c. Is the proposed action an expansion of an existing project or use?	Varies	No	No	No	No	No	No	No	No	No	No	No	No	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)? % _____ Units: _____	No													
d. Is the proposed action a subdivision, or does it include a subdivision?	No	No												
If Yes,														
i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)														
ii. Is a cluster/conservation layout proposed?														
iii. Number of lots proposed?														
iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____														
e. Will proposed action be constructed in multiple phases?	Yes	Yes												
i. If No, anticipated period of construction: (months)														
ii. If Yes:														
• Total number of phases anticipated	27	1	1	1	1	1	1	1	2	1	1	1	1	1
• Anticipated commencement date of phase 1	Spring 2027	Spring 2027												
• Anticipated completion date of final phase	Fall 2029	Fall 2029												
• Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases:														
f. Does the project include new residential uses?	No	No												
If Yes, show numbers of units proposed.														
g. Does the proposed action include new non-residential construction (including expansions)?	Varies	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes
If Yes,														
i. Total number of structures	58	2	2	2	2	2	2	2	4	2	2	2	2	2
ii. Dimensions (in feet) of largest proposed structure: (height; width; and length)	Varies	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
iii. Approximate extent of building space to be heated or cooled: (square feet)	15,075	200	1,029	1,713	1,008	1,500	1,029	2,090	1,740	1,400	300	1,396	300	1,370

	Schuyler	Oneida	Chittenango	DeWitt	Warners	Port Byron	Junius Ponds	Clifton Springs	Seneca	Scottsville	Ontario	Pembroke	Clarence	Angola
C.3. Zoning														
a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance?	Project sites on land owned by NYS are not subject to local zoning													
If Yes, what is the zoning classification(s) including any applicable overlay district?														
b. Is the use permitted or allowed by a special or conditional use permit?	Yes													
c. Is a zoning change requested as part of the proposed action?	No													
If Yes,														
i. What is the proposed new zoning for the site?														
C.4. Existing community services.														
a. In what school district is the project site located?	Frankfort-Schuyler Central School District	Westmoreland Central School District	Chittenango Central School Disctrict	East Syracuse-Minoa Central School District	West Genesee Central School District	Port Byron Central School District	Waterloo Central School District	Phelps-Clifton Springs Central School District	Victor Central School District	Rush–Henrietta Central School District	Caledonia-Mumford Central School District	Pembroke Central School District	Clarence Central School District	Eden Central School District
b. What police or other public protection forces serve the project site?	NYS Police Troop T	NYS Police Troop T	NYS Police Troop T	NYS Police Troop T & Dewitt Police Department	NYS Police Troop T	NYS Police Troop T	NYS Police Troop T	NYS Police Troop T & Clifton Springs Police Department	NYS Police Troop E	NYS Police Troop T & Monroe County Sheriff	NYS Police Troop T & LeRoy Police Department	NYS Police Troop T	NYS Police Troop T & Lancaster Police Department	NYS Police Troop T
c. Which fire protection and emergency medical services serve the project site?	Schuyler Volunteer Fire Company	Westmoreland Fire Department & Central Oneida County Volunteer Ambulance Corps	North Chittenango Volunteer Fire Department	DeWitt Fire District	Warners Fire Department	Montezuma Fire Department	Junius Volunteer Fire Department	Clifton Springs Fire Department & Manchester Volunteer Fire Department	Fishers Fire Department & Victor-Farmington Volunteer Ambulance	Henrietta Fire District	LeRoy Fire Department	East Pembroke Volunteer Fire Department	Bowmansville Volunteer Fire Company & Lancaster Ambulance	Evans Center Volunteer Fire Company
d. What parks serve the project site?	None													

	Schuyler	Oneida	Chittenango	DeWitt	Warners	Port Byron	Junius Ponds	Clifton Springs	Seneca	Scottsville	Ontario	Pembroke	Clarence	Angola (EB and WB Combined)

D. Project Details

D.1. Proposed and Potential Development														
a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)?	Commercial													
Square feet or acres (parcel size)	1.8	2.9	1.8	3.1	3.1	2.0	2.6	2.7	4.4	2.6	2.7	2.3	2.1	7.1
Square feet or acres (parcel size)	1.8	2.9	1.8	3.1	3.1	2.0	2.6	2.7	4.4	2.6	2.7	2.3	2.1	7.1
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? (acres)	178.7													
c. Is the proposed action an expansion of an existing project or use?	No	No	No	No	No	No	No	Yes	No	No	Yes	Yes	Yes	Yes
i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: _____														
d. Is the proposed action a subdivision, or does it include a subdivision?	No													
If Yes,														
i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)														
ii. Is a cluster/conservation layout proposed?														
iii. Number of lots proposed?														
iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____														
e. Will proposed action be constructed in multiple phases?	Yes													
i. If No, anticipated period of construction: (months)														
ii. If Yes:														
• Total number of phases anticipated	1	1	1	1	1	1	1	1	1	1	1	1	1	2
• Anticipated commencement date of phase 1	Spring 2027													
• Anticipated completion date of final phase	Fall 2029													
• Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases:														
f. Does the project include new residential uses?	No													
If Yes, show numbers of units proposed.														
g. Does the proposed action include new non-residential construction (including expansions)?	No	Yes	Yes	No	Yes	Yes	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes
If Yes,														
i. Total number of structures	2	2	2	2	2	2	2	2	2	2	2	2	2	4
ii. Dimensions (in feet) of largest proposed structure: (height; width; and length)	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
iii. Approximate extent of building space to be heated or cooled: (square feet)	1,396	1,008	861	1,370	1,370	1,396	1,050	1,050	112	372	1,370	1,050	1,446	5,782

	Combined Fuel Service Areas	Ardsley	Sloatsburg	Ramapo	Plattekill	Modena	Ulster	Malden	New Baltimore	Guilderland	Pattersonville	Mohawk	Indian Castle	Iroquois
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?	No	No												
If Yes,														
i. Purpose of the impoundment:														
ii. If a water impoundment, the principal source of the water:														
iii. If other than water, identify the type of impounded/contained liquids and their source.														
iv. Approximate size of the proposed impoundment: (million gallons; acres)														
v. Dimensions of the proposed dam or impounding structure: (height; length)														
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? (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)	No	No												
If Yes:														
i .What is the purpose of the excavation or dredging?														
ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?														
• Volume (specify tons or cubic yards):														
• Over what duration of time?														
iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them.														
iv. Will there be onsite dewatering or processing of excavated materials?														
If yes, describe.														
v. What is the total area to be dredged or excavated? (acres)														
vi. What is the maximum area to be worked at any one time? (acres)														
vii. What would be the maximum depth of excavation or dredging? (feet)														
viii. Will the excavation require blasting?														
ix. Summarize site reclamation goals and plan:														
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?	No	No												
If Yes:														
i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description):														
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?														
If Yes, describe:														
iv. Will proposed action cause or result in the destruction or removal of aquatic vegetation?														
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:														

	Schuyler	Oneida	Chittenango	DeWitt	Warners	Port Byron	Junius Ponds	Clifton Springs	Seneca	Scottsville	Ontario	Pembroke	Clarence	Angola
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?	No													
If Yes,														
i. Purpose of the impoundment:														
ii. If a water impoundment, the principal source of the water:														
iii. If other than water, identify the type of impounded/contained liquids and their source.														
iv. Approximate size of the proposed impoundment: (million gallons; acres)														
v. Dimensions of the proposed dam or impounding structure: (height; length)														
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? (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)	No													
If Yes:														
i .What is the purpose of the excavation or dredging?														
ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?														
• Volume (specify tons or cubic yards):														
• Over what duration of time?														
iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them.														
iv. Will there be onsite dewatering or processing of excavated materials?														
If yes, describe.														
v. What is the total area to be dredged or excavated? (acres)														
vi. What is the maximum area to be worked at any one time? (acres)														
vii. What would be the maximum depth of excavation or dredging? (feet)														
viii. Will the excavation require blasting?														
ix. Summarize site reclamation goals and plan:														
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?	No													
If Yes:														
i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description):														
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?														
If Yes, describe:														
iv. Will proposed action cause or result in the destruction or removal of aquatic vegetation?														
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:														

	Combined Fuel Service Areas	Ardsley	Sloatsburg	Ramapo	Plattekill	Modena	Ulster	Malden	New Baltimore	Guilderland	Pattersonville	Mohawk	Indian Castle	Iroquois
c. Will the proposed action use, or create a new demand for water?	No	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?														
If Yes:														
• Name of district or service area:														
• Does the existing public water supply have capacity to serve the proposal?														
• Is the project site in the existing district?														
• Is expansion of the district needed?														
• Do existing lines serve the project site?														
iii. Will line extension within an existing district be necessary to supply the project?														
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?														
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?	No	No												
If Yes:														
i. Total anticipated liquid waste generation per day: (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):														
iii. Will the proposed action use any existing public wastewater treatment facilities?	Varies	Yes	No	No	No	No	No	No	No	Yes	No	Yes	No	No
If Yes:														
• Name of wastewater treatment plant to be used:	Various	Yonkers Joint Wastewater Treatment Plant	Western Ramapo Wastewater Treatment Plant	Western Ramapo Wastewater Treatment Plant	TA Plattekill Wastewater Treatment Plant	TA Modena Wastewater Treatment Plant	TA Ulster Wastewater Treatment Plant	TA Malden Wastewater Treatment Plant	TA New Baltimore Wastewater Treatment Plant	Park Guilderland - Northeast Industrial Park	TA Pattersonville Wastewater Treatment Plant	Amsterdam - C Wastewater treatment plant	TA Indian Castle Wastewater Treatment Plant	TA Iroquois Wastewater Treatment Plant
• Name of district:	Various	Yonkers Joint WWTP	Western Ramapo WWTP	Western Ramapo WWTP						Guilderland		Amsterdam		
• Does the existing wastewater treatment plant have capacity to serve the project?	Yes	Yes								Yes		Yes		
• Is the project site in the existing district?	Yes	Yes								Yes		Yes		
• Is expansion of the district needed?	No	No								No		No		
• Do existing sewer lines serve the project site?	Yes/No	Yes								Yes		Yes		
• Will line extension within an existing district be necessary to serve the project?	No	No								No		No		
If Yes:														
• Describe extensions or capacity expansions proposed to serve this														
iv. Will a new wastewater (sewage) treatment district be formed to serve the project site?	No	No												
If Yes:														
• Applicant/sponsor for new district:														
• Date application submitted or anticipated:														
• What is the receiving water for the wastewater discharge?														
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):														
vi. Describe any plans or designs to capture, recycle or reuse liquid waste:														

	Schuyler	Oneida	Chittenango	DeWitt	Warners	Port Byron	Junius Ponds	Clifton Springs	Seneca	Scottsville	Ontario	Pembroke	Clarence	Angola
c. Will the proposed action use, or create a new demand for water?	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?														
If Yes:														
• Name of district or service area:														
• Does the existing public water supply have capacity to serve the proposal?														
• Is the project site in the existing district?														
• Is expansion of the district needed?														
• Do existing lines serve the project site?														
iii. Will line extension within an existing district be necessary to supply the project?														
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?														
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?	No													
If Yes:														
i. Total anticipated liquid waste generation per day: (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):														
iii. Will the proposed action use any existing public wastewater treatment facilities?	No	No	No	Yes	No	No	No	No	Yes	Yes	No	No	No	Yes
If Yes:														
• Name of wastewater treatment plant to be used:	TA Schuyler Wastewater Treatment Plant	TA Oneida Wastewater Treatment Plant	TA Chittenango Wastewater Treatment Plant	Metropolitan Syracuse WWTP	TA Warners Wastewater Treatment Plant	TA Port Byron Wastewater Treatment Plant	TA Junius Ponds Wastewater Treatment Plant	TA Clifton Springs Wastewater Treatment Plant	Farmington T STP	Frank E Van Lare Wastewater Treatment	TA Ontario Wastewater Treatment Plant	TA Pembroke Wastewater Treatment Plant	TA Clarence Wastewater Treatment Plant	Erie Co Sd 2 WWTP - Big Sister Creek
• Name of district:				Metropolitan Syracuse					Farmington	Monroe County				Erie County
• Does the existing wastewater treatment plant have capacity to serve the project?				Yes					Yes	Yes				Yes
• Is the project site in the existing district?				Yes					Yes	Yes				Yes
• Is expansion of the district needed?				No					No	No				No
• Do existing sewer lines serve the project site?				Yes					Yes	Yes				Yes
• Will line extension within an existing district be necessary to serve the project?				No					No	No				No
If Yes:														
• Describe extensions or capacity expansions proposed to serve this														
iv. Will a new wastewater (sewage) treatment district be formed to serve the project site?	No													
If Yes:														
• Applicant/sponsor for new district:														
• Date application submitted or anticipated:														
• What is the receiving water for the wastewater discharge?														
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):														
vi. Describe any plans or designs to capture, recycle or reuse liquid waste:														

	Combined Fuel Service Areas	Ardsley	Sloatsburg	Ramapo	Plattekill	Modena	Ulster	Malden	New Baltimore	Guilderland	Pattersonville	Mohawk	Indian Castle	Iroquois
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?	Yes	Yes												
If Yes:														
i. How much impervious surface will the project create in relation to total size of project parcel?	No anticipated increase in impervious area	No anticipated increase in impervious area												
Square feet or acres (impervious surface)	0	0												
Square feet or acres (parcel size)	72.2	1.7	2.4	1.8	1.5	2.2	1.7	1.7	4.3	2.5	5.2	2.7	1.8	1.7
ii. Describe types of new point sources.	None	No substantial change												
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)?	On-site stormwater management facility	On-site stormwater management facility												
• If to surface waters, identify receiving water bodies or wetlands:														
• Will stormwater runoff flow to adjacent properties?	No	No												
iv. Does proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater?	Yes	Yes												
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?	Yes	Yes												
If Yes, identify:														
i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)	Transient passenger vehicles and trucks	Transient passenger vehicles and trucks												
ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)	Portable generators and air compressors	Portable generators and air compressors												
iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)	Emergency generators and furnaces	Emergency generators and furnaces												
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?	No	No												
If Yes:														
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)														
ii. In addition to emissions as calculated in the application, the project will generate:														
• Tons/year (short tons) of Carbon Dioxide (CO2)														
• Tons/year (short tons) of Nitrous Oxide (N2O)														
• Tons/year (short tons) of Perfluorocarbons (PFCs)														
• Tons/year (short tons) of Sulfur Hexafluoride (SF6)														
• Tons/year (short tons) of Carbon Dioxide equivalent of Hydroflourocarbons (HFCs)														
• Tons/year (short tons) of Hazardous Air Pollutants (HAPs)														
h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)?	No	No												
If Yes:														
i. Estimate methane generation in tons/year (metric):														
ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring):														
i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations?	No	No												
If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust):														
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?	No	No												
If Yes:														
i. When is the peak traffic expected?: (Morning/Evening/Weekend)														
Randomly between hours of _____ to _____.														
ii. For commercial activities only, projected number of semi-trailer truck trips/day:														
iii. Parking spaces: Existing														
iii. Parking spaces: Proposed														
iii. Parking spaces: Net increase/decrease														
iv. Does the proposed action include any shared use parking?														
v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe:														
vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site?														
vii Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles?														
viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes?														

	Schuyler	Oneida	Chittenango	DeWitt	Warners	Port Byron	Junius Ponds	Clifton Springs	Seneca	Scottsville	Ontario	Pembroke	Clarence	Angola
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?	Yes													
If Yes:														
i. How much impervious surface will the project create in relation to total size of project parcel?	No anticipated increase in impervious area													
Square feet or acres (impervious surface)	0													
Square feet or acres (parcel size)	1.8	2.9	1.8	3.1	3.1	2.0	2.6	2.7	4.4	2.6	2.7	2.3	2.1	7.1
ii. Describe types of new point sources.	None													
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)?	On-site stormwater management facility													
• If to surface waters, identify receiving water bodies or wetlands:														
• Will stormwater runoff flow to adjacent properties?	No													
iv. Does proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater?	Yes													
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?	Yes													
If Yes, identify:														
i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)	Transient passenger vehicles and trucks													
ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)	Portable generators and air compressors													
iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)	Emergency generators and furnaces													
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?	No													
If Yes:														
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)														
ii. In addition to emissions as calculated in the application, the project will generate:														
• Tons/year (short tons) of Carbon Dioxide (CO2)														
• Tons/year (short tons) of Nitrous Oxide (N2O)														
• Tons/year (short tons) of Perfluorocarbons (PFCs)														
• Tons/year (short tons) of Sulfur Hexafluoride (SF6)														
• Tons/year (short tons) of Carbon Dioxide equivalent of Hydroflourocarbons (HFCs)														
• Tons/year (short tons) of Hazardous Air Pollutants (HAPs)														
h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)?	No													
If Yes:														
i. Estimate methane generation in tons/year (metric):														
ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring):														
i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations?	No													
If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust):														
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?	No													
If Yes:														
i. When is the peak traffic expected?: (Morning/Evening/Weekend)														
Randomly between hours of _____ to _____.														
ii. For commercial activities only, projected number of semi-trailer truck trips/day:														
iii. Parking spaces: Existing														
iii. Parking spaces: Proposed														
iii. Parking spaces: Net increase/decrease														
iv. Does the proposed action include any shared use parking?														
v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe:														
vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site?														
vii Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles?														
viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes?														

	Combined Fuel Service Areas	Ardsley	Sloatsburg	Ramapo	Plattekill	Modena	Ulster	Malden	New Baltimore	Guilderland	Pattersonville	Mohawk	Indian Castle	Iroquois
k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy?	Potentially Due to EV Charging	Potentially if Medium/High Capacity EV Charging is installed												
If Yes:														
i. Estimate annual electricity demand during operation of the proposed action:		Varies												
ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other):		TBD												
iii. Will the proposed action require a new, or an upgrade to, an existing substation?		TBD												
l. Hours of operation. Answer all items which apply.														
i. During Construction:	24 Hour	24 Hour												
ii. During Operations:	24 Hour	24 Hour												
m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both?	Yes	Yes												
If yes:														
i. Provide details including sources, time of day and duration:	Potentially during daytime construction, and some limited nighttime construction activity	Potentially during daytime construction, and some limited nighttime construction activity.												
ii. Will proposed action remove existing natural barriers that could act as a noise barrier or screen?	No	No												
Describe:														
n. Will the proposed action have outdoor lighting?	Yes	Yes												
If yes:														
i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:	Various safety and general lighting for user illumination immediately around structures and parking areas	Various safety and general lighting for user illumination immediately around structures and parking areas.												
ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen?	No	No												
Describe:														
o. Does the proposed action have the potential to produce odors for more than one hour per day?	No	No												
If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures:														
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?	Yes	Yes												
If Yes:														
i. Product(s) to be stored		Gasoline and Diesel												
ii. Volume(s) per unit time (e.g., month, year)		Year Round												
iii. Generally describe proposed storage facilities:		Underground Tanks												
q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation?	Yes	Yes												
If Yes:														
i. Describe proposed treatment(s):	Routine weed and pest control during operations	Routine weed and pest control during operations												
ii. Will the proposed action use Integrated Pest Management Practices?	No	No												
r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)?	Yes	Yes												
If Yes:														
i. Describe any solid waste(s) to be generated during construction or operation of the facility:														
• Construction: (tons per unit of time)	11,600	400 tons through construction Average per site based upon Demolition and Pavement, Canopy, Equipment, etc												
• Operation : (tons per unit of time)	No substantial change	No substantial change												
ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:														
• Construction:	Recycling will occur where appropriate	Recycling and reuse of materials will occur when and where appropriate												
• Operation:	Continuation of recycling programs on-site	Continuation of recycling programs on-site												
iii. Proposed disposal methods/facilities for solid waste generated on-site:														
• Construction:	Part 363 facility	Transport to a Part 363 solid waste facility												
• Operation:	Continue transport to a Part 363 solid waste facility	Continued transport to a Part 363 solid waste facility												

	Schuyler	Oneida	Chittenango	DeWitt	Warners	Port Byron	Junius Ponds	Clifton Springs	Seneca	Scottsville	Ontario	Pembroke	Clarence	Angola
k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy?	Potentially if Medium/High Capacity EV Charging is installed													
If Yes:														
i. Estimate annual electricity demand during operation of the proposed action:	Varies													
ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other):	TBD													
iii. Will the proposed action require a new, or an upgrade to, an existing substation?	TBD													
l. Hours of operation. Answer all items which apply.														
i. During Construction:	24 Hour													
ii. During Operations:	24 Hour													
m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both?	Yes													
If yes:														
i. Provide details including sources, time of day and duration:	Potentially during daytime construction, and some limited nighttime construction activity.													
ii. Will proposed action remove existing natural barriers that could act as a noise barrier or screen?	No													
Describe:														
n. Will the proposed action have outdoor lighting?	Yes													
If yes:														
i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:	Various safety and general lighting for user illumination immediately around structures and parking areas.													
ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen?	No													
Describe:														
o. Does the proposed action have the potential to produce odors for more than one hour per day?	No													
If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures:														
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?	Yes													
If Yes:														
i. Product(s) to be stored	Gasoline and Diesel													
ii. Volume(s) per unit time (e.g., month, year)	Year Round													
iii. Generally describe proposed storage facilities:	Underground Tanks													
q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation?	Yes													
If Yes:														
i. Describe proposed treatment(s):	Routine weed and pest control during operations													
ii. Will the proposed action use Integrated Pest Management Practices?	No													
r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)?	Yes													
If Yes:														
i. Describe any solid waste(s) to be generated during construction or operation of the facility:														
• Construction: (tons per unit of time)	400 tons through construction Average per site based upon Demolition and Pavement, Canopy, Equipment, etc													
• Operation : (tons per unit of time)	No substantial change													
ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:														
• Construction:	Recycling and reuse of materials will occur when and where appropriate													
• Operation:	Continuation of recycling programs on-site													
iii. Proposed disposal methods/facilities for solid waste generated on-site:														
• Construction:	Transport to a Part 363 solid waste facility													
• Operation:	Continued transport to a Part 363 solid waste facility													

	Combined Fuel Service Areas	Ardsley	Sloatsburg	Ramapo	Plattekill	Modena	Ulster	Malden	New Baltimore	Guilderland	Pattersonville	Mohawk	Indian Castle	Iroquois
s. Does the proposed action include construction or modification of a solid waste management facility?	No	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?	No	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?														
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:														

	Combined Fuel Service Areas	Ardsley	Sloatsburg	Ramapo	Plattekill	Modena	Ulster	Malden	New Baltimore	Guilderland	Pattersonville	Mohawk	Indian Castle	Iroquois
E. Site and Setting of Proposed Action														
E.1. Land uses on and surrounding the project site (Entire Service Area)														
a. Existing land uses.														
i. List all uses that occur on, adjoining and near the project site.	Varies	Urban, Forest, Commmercial	Urban, Forest, Commmercial, Rural (non-farm)	Commercial	Urban, Forest, Commmercial	Commercial	Commercial	Forest, Commmercial, Rural (non-farm)	Commmercial, Rural (non-farm)	Commercial	Agriculture, Commmercial, Residential (suburban), Rural (non-farm)	Commercial	Commercial	Forest, Commercial
ii. If mix of uses, generally describe:														
b. Land uses and covertypes on the project site.														
Land use or Covertype														
• Roads, buildings, and other paved or impervious surfaces (Current Acreage)	158.1	3.8	6.4	5.4	5.9	5.3	6.8	6.9	10.5	8.1	5.0	4.2	6.9	6.5
• " " " " " " " " " " (Acreage After)	158.1	3.8	6.4	5.4	5.9	5.3	6.8	6.9	10.5	8.1	5.0	4.2	6.9	6.5
• " " " " " " " " " " (Change (Acres +/-))	0.0	0.0												
• Forested (Current Acreage)	0.0	0.0												
• " " " " " " " " " " (Acreage After)	0.0	0.0												
• " " " " " " " " " " (Change (Acres +/-))	0.0	0.0												
• Meadows, grasslands or brushlands (Current Acreage)	20.5	0.4	1.5	0.6	0.6	1.0	0.3	0.1	2.0	0.5	2.1	0.7	0.3	0.7
• " " " " " " " " " " (Acreage After)	20.5	0.4	1.5	0.6	0.6	1.0	0.3	0.1	2.0	0.5	2.1	0.7	0.3	0.7
• " " " " " " " " " " (Change (Acres +/-))	0.0	0.0												
• Agricultural (Current Acreage)	0.0	0.0												
• " " " " " " " " " " (Acreage After)	0.0	0.0												
• " " " " " " " " " " (Change (Acres +/-))	0.0	0.0												
• Surface water features (lakes, ponds, streams, rivers, etc.)(Current Acreage)	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
• " " " " " " " " " " (Acreage After)	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
• " " " " " " " " " " (Change (Acres +/-))	0.0	0.0												
• Wetlands (freshwater or tidal) (Current Acreage)	0.0	0.0												
• " " " " " " " " " " (Acreage After)	0.0	0.0												
• " " " " " " " " " " (Change (Acres +/-))	0.0	0.0												
• Non-vegetated (bare rock, earth or fill) (Current Acreage)	0.0	0.0												
• " " " " " " " " " " (Acreage After)	0.0	0.0												
• " " " " " " " " " " (Change (Acres +/-))	0.0	0.0												
• Other (Describe): (Current Acreage)	0.0	0.0												
• " " " " " " " " " " (Acreage After)	0.0	0.0												
• " " " " " " " " " " (Change (Acres +/-))	0.0	0.0												
c. Is the project site presently used by members of the community for public recreation?	No	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?	Varies	No	No	No	No	No	No	No	No	No	No	No	No	No
If Yes,														
i. Identify Facilities:														

	Schuyler	Oneida	Chittenango	DeWitt	Warners	Port Byron	Junius Ponds	Clifton Springs	Seneca	Scottsville	Ontario	Pembroke	Clarence	Angola
s. Does the proposed action include construction or modification of a solid waste management facility?	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?	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?														
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:														

	Schuyler	Oneida	Chittenango	DeWitt	Warners	Port Byron	Junius Ponds	Clifton Springs	Seneca	Scottsville	Ontario	Pembroke	Clarence	Angola
E. Site and Setting of Proposed Action														
E.1. Land uses on and surrounding the project site (Entire Service Area)														
a. Existing land uses.														
i. List all uses that occur on, adjoining and near the project site.	Agricultural, Rural (non-farm)	Commerical	Urban, Forest, Commercial	Commerical	Commerical	Commerical	Commerical	Commerical	Commerical	Commerical	Commerical	Commerical	Commerical	Commerical
ii. If mix of uses, generally describe:														
b. Land uses and covertypes on the project site.														
Land use or Covertype														
• Roads, buildings, and other paved or impervious surfaces (Current Acreage)	5.6	4.5	5.8	4.1	5.4	5.1	5.1	4.4	4.3	5.0	6.0	6.1	5.1	9.9
• " " " " " " " " " " (Acreage After)	5.6	4.5	5.8	4.1	5.4	5.1	5.1	4.4	4.3	5.0	6.0	6.1	5.1	9.9
• " " " " " " " " " " (Change (Acres +/-))	0.0													
• Forested (Current Acreage)	0.0													
• " " " " " " " " " " (Acreage After)	0.0													
• " " " " " " " " " " (Change (Acres +/-))	0.0													
• Meadows, grasslands or brushlands (Current Acreage)	0.5	0.2	0.2	0.4	1.3	1.2	0.1	1.4	0.3	0.2	0.6	1.3	0.5	1.5
• " " " " " " " " " " (Acreage After)	0.5	0.2	0.2	0.4	1.3	1.2	0.1	1.4	0.3	0.2	0.6	1.3	0.5	1.5
• " " " " " " " " " " (Change (Acres +/-))	0.0													
• Agricultural (Current Acreage)	0.0													
• " " " " " " " " " " (Acreage After)	0.0													
• " " " " " " " " " " (Change (Acres +/-))	0.0													
• Surface water features (lakes, ponds, streams, rivers, etc.)(Current Acreage)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.1	0.0
• " " " " " " " " " " (Acreage After)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.1	0.0
• " " " " " " " " " " (Change (Acres +/-))	0.0													
• Wetlands (freshwater or tidal) (Current Acreage)	0.0													
• " " " " " " " " " " (Acreage After)	0.0													
• " " " " " " " " " " (Change (Acres +/-))	0.0													
• Non-vegetated (bare rock, earth or fill) (Current Acreage)	0.0													
• " " " " " " " " " " (Acreage After)	0.0													
• " " " " " " " " " " (Change (Acres +/-))	0.0													
• Other (Describe): (Current Acreage)	0.0													
• " " " " " " " " " " (Acreage After)	0.0													
• " " " " " " " " " " (Change (Acres +/-))	0.0													
c. Is the project site presently used by members of the community for public recreation?	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?	No	No	No	Yes	No	No	No	No	Yes	No	No	No	No	No
If Yes,														
i. Identify Facilities:				Noble Health Services					Victor Intermediate School & Victor High School					

	Combined Fuel Service Areas	Ardsley	Sloatsburg	Ramapo	Plattekill	Modena	Ulster	Malden	New Baltimore	Guilderland	Pattersonville	Mohawk	Indian Castle	Iroquois
e. Does the project site contain an existing dam?	No	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?	Varies	No	No	No	No	No	No	No	No	No	No	No	No	No
If Yes:														
i. Has the facility been formally closed?														
• If yes, cite sources/documentation:														
ii. Describe the location of the project site relative to the boundaries of the solid waste management facility:														
iii. Describe any development constraints due to the prior solid waste activities:														
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?	Varies	No	No	No	No	No	No	No	No	No	No	No	No	No
If Yes:														
i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred:														

	Schuyler	Oneida	Chittenango	DeWitt	Warners	Port Byron	Junius Ponds	Clifton Springs	Seneca	Scottsville	Ontario	Pembroke	Clarence	Angola
e. Does the project site contain an existing dam?	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?	No	No	No	No	No	No	No	No	No	No	No	No	Yes	No
If Yes:														
i. Has the facility been formally closed?													Yes	
• 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:													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:													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.	
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?	No	No	No	No	No	No	No	No	No	No	No	No	Yes	No
If Yes:														
i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred:													Past Use of the adjacent Site: Residential, commercial and industrial wastes were reportedly accepted at the 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.	

	Combined Fuel Service Areas	Ardsley	Sloatsburg	Ramapo	Plattekill	Modena	Ulster	Malden	New Baltimore	Guilderland	Pattersonville	Mohawk	Indian Castle	Iroquois
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	Yes												
If Yes:														
i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database?	Varies	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No	Yes	Yes
If Yes – Spills Incidents database Provide DEC ID number(s):	Varies	See Spill Documentation - RFP Exhibit 9												
If Yes – Environmental Site Remediation database Provide DEC ID number(s):	Varies	See Spill Documentation - RFP Exhibit 9												
If Yes - 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?	Varies	No	No	No	No	No	No	No	No	No	No	No	No	No
If yes, provide DEC ID number(s):														
iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):	Varies	See Spill Documentation - RFP Exhibit 9												
v. Is the project site subject to an institutional control limiting property uses?	No	No												
• If yes, DEC site ID number:														
• Describe the type of institutional control (e.g., deed restriction or easement):														
• Describe any use limitations:														
• Describe any engineering controls:														
• Will the project affect the institutional or engineering controls in place?														
• Explain:														
E.2. Natural Resources On or Near Project Site														
a. What is the average depth to bedrock on the project site? (feet)	Varies	4.2	N/A	>6.6	>6.6	>6.6	>6.6	N/A	N/A	N/A	>6.6	N/A	N/A	N/A
b. Are there bedrock outcroppings on the project site?	No	No												
If Yes, what proportion of the site is comprised of bedrock outcroppings? (%)														
c. Predominant soil type(s) present on project site: (%)	Varies	Ud - Udorthents, 80%; CsD - Chatfield-Charlton, 20%	Ux - Urban Land, 95%	Us Udorthents, smooth - 50% Ux Urban - 50%	Du - Dump, 80%; Mardin Gravelly Silt Loam, 20%	Dumps (Du) - 100%	Williamson silt loam (WsB) - 95% Raynham silt loam (Ra) - 5%	RhA - Rhinebeck silt loam - 100%	KrA - Kingsbury and Rinebeck soils - 100%	Udorthents, loamy (Ug) - 75% Elnora loamy fine sand (EnA) - 25%	CFL - Cut and Fill Land - 100%	Cut and Fill land (CFL) - 100%	HvB - Howard Gravelly Silt Loam - 100%	HvB - Howard Gravelly Silt Loam - 100%
d. What is the average depth to the water table on the project site? (feet)	Varies	5-10	5	N/A	1.4	>6.6	1.2	1	1	3.8	4.5	4.5	>6.6	>6.6
e. Drainage status of project site soils: Well Drained: (% of site)	Varies	0%	100%	100%	90%	100%	0%	100%	100%	0%	100%	0%	0%	100%
Moderately	Varies	100%	0%	0%	10%	0%	95%	0%	0%	100%	0%	100%	100%	0%
Poorly Drained	Varies	0%	0%	0%	0%	0%	5%	0%	0%	0%	0%	0%	0%	0%
f. Approximate proportion of proposed action site with slopes: 0-10%: (% of site)	Varies	100%	95%	100%	100%	100%	100%	100%	100%	100%	95%	95%	100%	100%
	Varies	0%	5%	0%	0%	0%	0%	0%	0%	0%	0%	5%	0%	0%
	Varies	0%	0%	0%	0%	0%	0%	0%	0%	0%	5%	0%	0%	0%
g. Are there any unique geologic features on the project site?	No	No												
If Yes, describe:														

	Schuyler	Oneida	Chittenango	DeWitt	Warners	Port Byron	Junius Ponds	Clifton Springs	Seneca	Scottsville	Ontario	Pembroke	Clarence	Angola
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													
If Yes:														
i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
If Yes – Spills Incidents database Provide DEC ID number(s):	See Spill Documentation - RFP Exhibit 9													
If Yes – Environmental Site Remediation database Provide DEC ID number(s):	See Spill Documentation - RFP Exhibit 9													
If Yes - 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?	No	No	Yes	Yes	No	No	No	No	No	No	No	No	Yes	No
If yes, provide DEC ID number(s):			727006	734070, C734113									915068	
iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):	See Spill Documentation - RFP Exhibit 9													
v. Is the project site subject to an institutional control limiting property uses?	No													
• If yes, DEC site ID number:														
• Describe the type of institutional control (e.g., deed restriction or easement):														
• Describe any use limitations:														
• Describe any engineering controls:														
• Will the project affect the institutional or engineering controls in place?														
• Explain:														
E.2. Natural Resources On or Near Project Site														
a. What is the average depth to bedrock on the project site? (feet)	N/A	N/A	3	N/A	N/A	N/A	>6.6	>6.6	N/A	N/A	2.5	N/A	N/A	2.3
b. Are there bedrock outcroppings on the project site?	No													
If Yes, what proportion of the site is comprised of bedrock outcroppings? (%)														
c. Predominant soil type(s) present on project site: (%)	HhA - Herkimer Gravelly Silt Loam - 75% HkB - Herkimer Gravelly Silt Loam - 25%	Udorthents (22) - 85% Kendaia silt loam (136B) - 15%	CFL - Cut and Fill Land- 75%; LvA Lockport Silt Loam - 25%	Urban land (Ub) - 70% Niagara silt loam (NgA) - 20% Collamer silt loam (ChB) - 10%	OgB - Ontario Loam - 34% PgB - Palmyra Gravelly Loam - 33% MdC2 - Madrid Fine Sandy Loam - 33%	Ontario loam (OnC) - 40% Fonda mucky silt loam (Fo) - 30% Lima silt loam (LtB) - 30%	OdA - Odessa Silt Loam - 50% CeB - Cazenovia Solt Loam - 50%	Palmyra cobbly loam (122A) - 100%	37B - Schoharie Silt Loam - 50% 112B - Ontario Fine Sandy Loam - 25% 128B-Palmyra Gravelly Sandy Loam - 25%	Ontario loam (OnB) - 100%	OsB - Ontario Loam - 50% WsB - Wassaic Silt Loam - 50%	Dunkirk silt loam (DuB) - 85% Collamer silt loam (ClB) - 15%	Palmyra gravelly loam (PbB) - 100%	Orpark silt loam (OrA) - 80% Angola silt loam (AoA) - 10% Angola silt loam (AoB) - 15%
d. What is the average depth to the water table on the project site? (feet)	2.5	3.9	2	>6.6	>6.6	>6.6	1	>6.6	4	>6.6	>6.6	>6.6	>6.6	1
e. Drainage status of project site soils: Well Drained: (% of site)	100%	0%	70%	70%	100%	40%	0%	100%	0%	100%	100%	85%	100%	0%
Moderately	0%	85%	30%	10%	0%	30%	100%	0%	100%	0%	0%	15%	0%	0%
Poorly Drained	0%	5%	0%	20%	0%	30%	0%	0%	0%	0%	0%	0%	0%	100%
f. Approximate proportion of proposed action site with slopes: 0-10%: (% of site)	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	85%	100%	95%
	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	15%	0%	5%
	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
g. Are there any unique geologic features on the project site?	No													
If Yes, describe:														

	Combined Fuel Service Areas	Ardsley	Sloatsburg	Ramapo	Plattekill	Modena	Ulster	Malden	New Baltimore	Guilderland	Pattersonville	Mohawk	Indian Castle	Iroquois
h. Surface water features.														
i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)?	Yes- Clarence	No	No	No	No	No	No	No	No	No	No	No	No	No
ii. Do any wetlands or other waterbodies adjoin the project site?	Varies	Yes	Yes	Yes	Yes	No	No	Yes	No	Yes	No	No	No	No
If Yes to either i or ii, continue. If No, skip to E.2.i.														
iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency?	Varies	Yes	Yes	Yes	Yes			Yes		Yes				
iv. For each identified regulated wetland and waterbody on the project site, provide the following information:														
• Streams: Name and Classification	Various	Sprout Brook - Class C nearby	Ramapo River - Class A(T) nearby	Ramapo River - Class A(T) nearby	Unnamed - Class C nearby			Unnamed - Class C nearby		Unnamed - Class C nearby				
• Lakes or Ponds: Name and Classification	None	None												
• Wetlands: Name and Approximate Size	Various	Federal Wetlands nearby - 10 acres	Federal wetlands nearby, 10 acres					Federal Wetlands Nearby, 5 acres						
• Wetland No. (if regulated by DEC)														
v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies?	Varies	Yes	No	No	No			No		No				
If yes, name of impaired water body/bodies and basis for listing as impaired:	Various	Bronx River, Upper - Pathogens;D.O./Oxygen Demand - Recreation; Aquatic Life												
i. Is the project site in a designated Floodway?	Varies	No	No	Yes	No	No	No	No	No	No	No	No	No	No
j. Is the project site in the 100 year Floodplain?	Varies	Yes	Yes	Yes	No	No	No	Yes	No	No	No	No	No	No
k. Is the project site in the 500 year Floodplain?	Varies	Yes	No	No	No	No	No	No	No	No	No	No	No	No
l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer?	Varies	Yes	Yes	Yes	No	No	No	No	No	Yes	No	No	Yes	Yes
If Yes:														
i. Name of aquifer:	Various	Principal Aquifer	Principal Aquifer, Sole Source Aquifer, Ramapo SSA, Primary Aquifer	Principal Aquifer, Sole Source Names: Ramapo SSA, Primary Aquifer						Principal Aquifer, Sole Source Aquifer Names: Schenectady-Niskayuna SSA			Principal Aquifer	Principal Aquifer
m. Identify the predominant wildlife species that occupy or use the project site:	American Crow, English Sparrow, Rock Pigeon, European Starling	American Crow, English Sparrow, Rock Pigeon, European Starling												
n. Does the project site contain a designated significant natural community?	No	No												
If Yes:														
i. Describe the habitat/community (composition, function, and basis for designation):														
ii. Source(s) of description or evaluation:														
iii. Extent of community/habitat:														
• Currently: (acres)														
• Following completion of project as proposed: (acres)														
• Gain or loss (indicate + or -): (acres)														
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?	Varies - likely none on-site	None	Northern Long-eared Bat, Indiana Bat, Timber Rattlesnake, Bog Turtle	Northern Long-eared Bat, Indiana Bat, Timber Rattlesnake, Bog Turtle	Indiana Bat and Northern Long-eared Bat	Indiana Bat, Northern Long-eared Bat, Bog Turtle, and Dwarf Wedgemussel	Indiana Bat, Northern Long-eared Bat, and Bog Turtle	Indiana Bat and Northern Long-eared Bat	Indiana Bat and Northern Long-eared Bat	Northern Long-eared Bat, Frosted Elfin, Karner Blue	Northern Long-eared Bat and Bald Eagle	Northern Long-eared Bat	Northern Long-eared Bat	Northern Long-eared Bat
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?	No	No												
q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing?	No	No												
If yes, give a brief description of how the proposed action may affect that use:														
E.3. Designated Public Resources On or Near Project Site														
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?	No	No												
If Yes, provide county plus district name/number:														
b. Are agricultural lands consisting of highly productive soils present?	No	No												
i. If Yes: acreage(s) on project site?														
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?	No	No												
If Yes:														
i. Nature of the natural landmark: (Biological Community or Geological Feature)														
ii. Provide brief description of landmark, including values behind designation and approximate size/extent:														

	Schuyler	Oneida	Chittenango	DeWitt	Warners	Port Byron	Junius Ponds	Clifton Springs	Seneca	Scottsville	Ontario	Pembroke	Clarence	Angola
h. Surface water features.														
i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)?	No	No	No	No	No	No	No	No	No	No	No	No	Yes	No
ii. Do any wetlands or other waterbodies adjoin the project site?	No	Yes	Yes	No	Yes	Yes	No	No	Yes	No	No	Yes	Yes	Yes
If Yes to either i or ii, continue. If No, skip to E.2.i.														
iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency?		Yes	Yes		Yes	Yes			Yes			Yes	Yes	Yes
iv. For each identified regulated wetland and waterbody on the project site, provide the following information:														
• Streams: Name and Classification		Unanmed - Class C nearby			Unnamed - Class C nearby	Unnamed - Class C nearby			Unnamed - Class C nearby			Tonawanda Creek - Class B nearby	None	Big Sister Creek - Class C nearby
• Lakes or Ponds: Name and Classification	None													
• Wetlands: Name and Approximate Size		Federal and State wetlands nearby, 190 acres	Small Federal wetland nearby, 2 acres		Federal Wetlands and State across Thruway, 80 acres	Federal and State Wetlands across Thruway, 30 acres						Federal Wetlans nearby, 10 acres	Federal Wetlands on-site and nearby, 5 acres	
• Wetland No. (if regulated by DEC)		CI-10			CAM-20	M-18								
v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies?		No	No		No	No			No			No	No	No
If yes, name of impaired water body/bodies and basis for listing as impaired:														
i. Is the project site in a designated Floodway?	No	No	No	No	No	No	No	No	No	No	No	No	No	No
j. Is the project site in the 100 year Floodplain?	No	No	No	No	No	No	No	No	No	No	No	No	No	No
k. Is the project site in the 500 year Floodplain?	No	No	No	No	No	No	No	No	No	No	No	No	No	No
l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer?	Yes	Yes	No	No	Yes	Yes	No	Yes	Yes	No	No	Yes	No	No
If Yes:														
i. Name of aquifer:	Primary Aquifer	Principal Aquifer			Principal Aquifer, Primary Aquifer	Principal Aquifer		Primary Aquifer	Principal Aquifer, Primary Aquifer			Principal Aquifer		
m. Identify the predominant wildlife species that occupy or use the project site:	American Crow, English Sparrow, Rock Pigeon, European Starling													
n. Does the project site contain a designated significant natural community?	No													
If Yes:														
i. Describe the habitat/community (composition, function, and basis for designation):														
ii. Source(s) of description or evaluation:														
iii. Extent of community/habitat:														
• Currently: (acres)														
• Following completion of project as proposed: (acres)														
• Gain or loss (indicate + or -): (acres)														
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?	Northern Long-eared Bat	Northern Long-eared Bat	Northern Long-eared Bat and Northern Harrier	Indiana Bat, Northern Long-eared Bat and Eastern Massasauga	Indiana Bat, Northern Long-eared Bat and Eastern Massasauga	Indiana Bat and Northern Long-eared Bat	Northern Long-eared Bat	Northern Long-eared Bat and Thickleaf Orach	Northern Long-eared Bat	Northern Long-eared Bat and Blad Eagle	Northern Long-eared Bat	Northern Long-eared Bat	Northern Long-eared Bat, Uplander Sandpiper, Sedge Wren	Northern Long-eared Bat
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?	No													
q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing?	No													
If yes, give a brief description of how the proposed action may affect that use:														
E.3. Designated Public Resources On or Near Project Site														
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?	No													
If Yes, provide county plus district name/number:														
b. Are agricultural lands consisting of highly productive soils present?	No													
i. If Yes: acreage(s) on project site?														
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?	No													
If Yes:														
i. Nature of the natural landmark: (Biological Community or Geological Feature)														
ii. Provide brief description of landmark, including values behind designation and approximate size/extent:														

	Combined Fuel Service Areas	Ardsley	Sloatsburg	Ramapo	Plattekill	Modena	Ulster	Malden	New Baltimore	Guilderland	Pattersonville	Mohawk	Indian Castle	Iroquois
d. Is the project site located in or does it adjoin a state listed Critical Environmental Area?	Varies	Yes	No	No	No	No	No	No	No	No	No	No	No	No
If Yes:														
i. CEA name:	Various	Floodplains, County & State Park Lands												
ii. Basis for designation:	Various	Project water & natural area, Exceptional or unique character												
iii. Designating agency and date:	Various	Agency: Greenburgh, Town of, Agency: Westchester County, Date:1-30-79, Date:1-31-90												
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?	Varies	No	No	No	No	No	No	No	No	No	No	Yes	Yes	Yes
If Yes:														
i. Nature of historic/archaeological resource: (Archaeological Site / Historic Building or District)	Various											Historic Building or District	Historic Building or District	Historic Building or District
ii. Name:	Various											New York State Barge Canal Historic District	New York State Barge Canal Historic District	New York State Barge Canal Historic District
iii. Brief description of attributes on which listing is based:														
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?	Varies	Yes	Yes	Yes	No	No	No	No	No	Yes	Yes	Yes	Yes	Yes
g. Have additional archaeological or historic site(s) or resources been identified on the project site?	No	No												
If Yes:														
i. Describe possible resource(s):														
ii. Basis for identification:														
h. Is the project site within fives miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource?	Yes	Yes												
If Yes:														
i. Identify resource:	Various	Bronx River Pkwy, Palisades Intersate Pkwy	Sterling Forrest State Park, Harriman State Park, Ringwood State Park, Several Local Parks	Sterling Forest State Park, Harriman State Park, Ringwood State Park, 4 Local Parks	Shawangunk Mountains Scenic Byway, Hemlock Ridge Multiple Use Area (state owned), 5 local parks	Shawangunk Mountains Scenic Byway, Hemlock Ridge Multiple Use Area (state owned), 5 Local Parks	Catskill State Park, Hudson River Valley SASS, Bluestone Wild Forest (NYSDEC), County Route 103 Scenic Byway	Hudson River Valley SASS, Woods Road & Stony Brook RdScenic Byway, Clermont State Historic Park, Catskill State Park	County Route 61 & NYS Route 9J Scenic Byways, Schodack Island State Park, Hudson River Valley SASS	Albany Pine Bush Preserve (NYSDEC), Revolutionary Trail Scenic Byway, 12 Local Parks	Revolutionary Trail Scenic Byway	Revolutionary Trail Scenic Byway, 6 Local Parks	Revolutionary Trail Scenic Byway, Herkimer Home State Historic Site, Southern Adirondack Trail Scenic Byway, Local Parks	Revolutionary Trail Scenic Byway, Herkimer Home State Historic Site, Southern Adirondack Trail Scenic Byway, Local Parks
ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.):	See above	See above	See above	See above	See Above	See above	See above	See Above	See Above	See above	See Above	See above	See above	See Above
iii. Distance between project and resource: (miles)	Varies	2.00	0.00	0.04	0.45	1.25	1.00	1.00	0.68	0.42	0.50	0.55	0.86	0.85
i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666?	Sloatsburg and Ramapo	No	Yes	Yes	No	No	No	No	No	No	No	No	No	No
If Yes:														
i. Identify the name of the river and its designation:	Ramapo - Recreational		Ramapo (river is not on-site - is adjacent to)	Ramapo (adjacent to site)										
ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666?	Yes		Yes	Yes										

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_____

	Schuyler	Oneida	Chittenango	DeWitt	Warners	Port Byron	Junius Ponds	Clifton Springs	Seneca	Scottsville	Ontario	Pembroke	Clarence	Angola
d. Is the project site located in or does it adjoin a state listed Critical Environmental Area?	No	No	No	No	No	No	No	No	No	No	No	No	No	No
If Yes:														
i. CEA name:														
ii. Basis for designation:														
iii. Designating agency and date:														
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?	Yes	No	No	No	No	No	No	No	No	No	No	No	No	No
If Yes:														
i. Nature of historic/archaeological resource: (Archaeological Site / Historic Building or District)	Historic Building or District													
ii. Name:	New York State Barge Canal Historic District													
iii. Brief description of attributes on which listing is based:														
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?	Yes	Yes	Yes	No	Yes	No	No	Yes	No	Yes	Yes	Yes	No	No
g. Have additional archaeological or historic site(s) or resources been identified on the project site?	No													
If Yes:														
i. Describe possible resource(s):														
ii. Basis for identification:														
h. Is the project site within fives miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource?	Yes													
If Yes:														
i. Identify resource:	Revolutionary Trail Scenic Byway, Herkimer Home State Historic Site, Southern Adirondack Trail Scenic Byway, Local Parks	Revolutionary Trail Scenic Byway, Oriskany Battlefield State Historic Site, Oriskany Flats Wildlife Management Area, Local Park	North Country National Scenic Trail, Old Erie Canal State Historic Park, Chapman Park (Local Park)	Cicero Swamp Wildlife Management Area (NYSDEC), Old Erie canal State Historic Park, Several Local Parks	Camillus Forest Unique Area (state owned), Several Local Parks	Northern Montezuma Wildlife Management Area (NYSDEC), 4 Local Parks	Junius Ponds Unique Area - Northern Finger Lakes Unit (NYS DEC)	Village Park and Pierce Pavilion	Ganondagan State Historic Site, 3 Local Parks	5 Local Parks	Several Local Parks	John White Wildlife Management Area, Kiwanis Park (Local Park)	Tillman Road Wildlife Management Area (NYSDEC), 7 Local Parks	Seaway Trail Scenic Byway, 10 Local Parks
ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.):	See Above	See Above	See Above	See Above	See above	See Above	See above	See above	See above	See above	See above	See above	See above	See above
iii. Distance between project and resource: (miles)	0.32	0.70	2.20	1.00	1.80	1.60	1.14	2.00	1.04	3.20	3.80	4.80	0.18	1.80
i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666?	No	No	No	No	No	No	No	No	No	No	No	No	No	No
If Yes:														
i. Identify the name of the river and its designation:														
ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666?														

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 _____

Signature_____

EXHIBIT 10

Procedure for the Control of Concessionaire
Building Modifications for Service Areas

--oo00oo--

PROCEDURE FOR THE CONTROL OF CONCESSIONAIRE BUILDING MODIFICATIONS FOR SERVICE AREAS

NEW YORK STATE THRUWAY AUTHORITY

REVISED JANUARY 2019

--oo00oo--

BUREAU OF MANAGEMENT ANALYSIS AND PROJECTS

--oo00oo--

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--oo00oo--

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 plans and specifications with the Deputy Director of Operations, if applicable, to determine conceptual acceptance. If concept meets the criteria of a capital improvement over the threshold listed within the related contract, reviews the plans and specifications with the Director of Maintenance and Operations.
	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 plans and specifications 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 THRUWAY PERMIT APPLICATION (TA-W5124) in accordance with the STANDARD OPERATING PROCEDURE MANUAL - WORK PERMITS (500-2-2.6).

III. MEETINGS AND INSPECTIONS

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 two stamped, paper copies and an 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 electronic copy to the DFE and two paper copies to the Division Code Compliance Specialist.

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
    - DFE
    - Director of Facilities and Code Compliance
    - 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	16. Issues Code Compliance Certificate or 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, Code Compliance Specialist or Service Area Representative questions workmanship or suspects unauthorized changes are being made, the situation should be reported as soon as possible to the DFE. 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, MATERIALS AND PARTS (321-0-01).

V. INDEX OF RESPONSIBILITIES

TITLE/OFFICE/BUREAU — PAGE(S)

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DIRECTOR OF TRAVELERS' SERVICES/DESIGNEE 2, 3, 4, 7

DIRECTOR OF FACILITIES & CODE COMPLIANCE 2

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CONTRACTS UNIT (ARCHIVES) 8

VI. DISTRIBUTION

General Counsel

Director of Finance and Accounts

Director of Engineering
- Director of Design
  - Senior Architects
- Director of Traffic Engineering
- Director of Capital and Contracts Management

Director of Maintenance and Operations
- Director of Facilities and Code Compliance
- Deputy Director of Operations
  - Director of Travelers' Services
  - Director of Traffic Management

Division Directors
- Division Traffic Supervisors
- Division Permit Coordinators
- Division Facilities Engineers
  - Division Code Compliance Specialists
  - Maintenance Supervisors 2 (Building)
    - Service Area Mechanics

SCHEDULE 1

Pre-Proposal Conference/Site Visit Release

SCHEDULE 1

PRE-PROPOSAL CONFERENCE/SITE VISIT RELEASE

REQUEST FOR PROPOSAL

24C20 – NYS Thruway Authority Fueling Facilities

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 and site visits for the Request for Proposal regarding *NYS Thruway Authority Fueling Facilities* has been scheduled as follows and that the Authority strongly encourages all prospective Proposers for these services to attend.

A pre-proposal conference will be held as follows (see RFP Section 1.4.1 – Site Visits for additional information):

Date: Monday, May 4, 2026

Time: 10am – 12:00pm

Location: Offices of Greenman-Pedersen, Inc
80 Wolf Road, Suite 600
Albany, NY 12205

Site visits will be held as follows (see RFP Section 1.4 – Pre-Proposal Conference for additional information):

Date	**Inspection**	**Fueling Facility**	**Location by Milepost (MP)**
Day 1 May 5, 2026	8:30am-11:30am	Ardsley Sloatsburg Plattekill Malden	MP 6, I-87 North MP 33, I-87 North MP 65, I-87 North MP 103, I-87 North
	1:00pm-4:00pm	New Baltimore Ulster Modena Ramapo	MP 127, I-87 N/S MP 96, I-87 South MP 66, I-87 South MP 33, I-87 South
Day 2 May 6, 2026	8:30am-11:30am	Pattersonville Iroquois Schuyler Chittenango Warners	MP 168, I-90 West MP 210, I-90 West MP 227, I-90 West MP 266, I-90 West MP 292, I-90 West
	1:00pm-4:00pm	DeWitt Oneida Indian Castle Mohawk Guilderland	MP 280, I-90 East MP 244, I-90 East MP 210, I-90 East MP 172, I-90 East MP 153, I-90 East

Day 3 May 7, 2026	8:30am-11:30am	Junius Ponds Seneca Ontario Clarence Angola	MP 324, I-90 West MP 350, I-90 West MP 376, I-90 West MP 412, I-90 West MP 447, I-90 E/W
	1:00pm-4:00pm	Pembroke Scottsville Clifton Springs Port Byron	MP 397, I-90 East MP 366, I-90 East MP 337, I-90 East MP 310, I-90 East

In the event that the business entity I represent fails to attend this pre-proposal conference or any of the site visits for any reason, it understands and agrees that it may not have the same information as other Proposers who do attend such conference and site visits. 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 and site visits, 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

SCHEDULE 2

Confidentiality and Non-Disclosure Agreement

SCHEDULE 2

NEW YORK STATE THRUWAY AUTHORITY
CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT

This AGREEMENT ("Agreement") is made this _____ day of _____, 2026 by and between the New York State Thruway Authority ("Authority"), a public corporation organized and existing pursuant to Article 2, Title 9 of the New York State Public Authorities Law, as amended, whose principal office is located at 200 Southern Boulevard, Albany, New York 12209 (Mailing Address: P.O. Box 189, Albany, New York 12201-0189), and _____, a [corporation, partnership, LLC, LLP, joint venture – circle one], whose address is located at_____("Proposer").

WITNESSETH:

WHEREAS, the Authority is statutorily responsible for financing, constructing, reconstructing, improving, developing, maintaining and operating a 570-mile superhighway system known as the Thruway; and

WHEREAS, in furtherance of these responsibilities, the Authority is in need of redevelopment, operation and maintenance (i.e., design, construct, and finance) of its 29 Fueling Facilities; and

WHEREAS, to seek proposals from qualified, experienced, and financially secure firms for the aforementioned services; and

WHEREAS, Proposer is willing to keep confidential and will not disclose such confidential information received from the Authority for the purposes of the proposal, in accordance with the terms and conditions set forth in this Agreement; and

NOW, THEREFORE, the parties hereto do agree as follows:

1. **Term**. This Agreement shall commence upon execution by both parties and shall be binding on Proposer until terminated in writing by the Authority.

2. **Confidential Information.** "Confidential Information" means any information not generally known to the public, whether oral or written, that the Authority claims is confidential, or that a reasonable person would deem to be confidential, and discloses to Proposer for the purposes of the Project. Confidential Information may include, but is not limited to: information relating to Proposal documents, operational and infrastructure information; 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.

3. **Exempt Materials.** Confidential Information does not include information which, at the time of the Authority disclosure to Proposer: (a) is already in the public domain or becomes publicly known through no act of Proposer; (b) is already known by Proposer free of any confidentiality obligations; (c) is information that the Authority has approved in writing for disclosure; or (d) is required to be disclosed by Proposer pursuant to law so long as Proposer provides the Authority with notice of such disclosure requirement and an opportunity to defend prior to any such disclosure.

4. **Permitted Use.**
   a) Proposer shall not use any Confidential Information except for the sole purpose of developing its Proposal. Proposer may share Confidential Information with its employees, consultants, subcontractors, sub-consultants, suppliers, agents and advisers (each, a "Proposer Party") solely to the extent necessary for Proposer to develop its Proposal, provided that, prior to any such

disclosure, each relevant Proposer Party agrees in writing for the benefit of the Authority to be bound by Proposer's confidentiality obligations under this Agreement.

b) Any disclosure by the Authority of Confidential Information to Proposer shall not convey to Proposer or any Proposer Party any right to or interest in such Confidential Information, and the Authority shall retain all right and title to such Confidential Information at all times.

5. **Nondisclosure; Protections.** Proposer shall at all times hold Confidential Information confidential to the maximum extent permitted by law. Proposer shall safeguard Confidential Information with at least the same level of care and security, using all reasonable and necessary security measures, devices and procedures that Proposer uses to maintain its own confidential information, including, without limitation, thorough appropriate supervision of Proposer Parties. At its sole discretion, the Authority reserves the right to require Proposer to safeguard certain Confidential Information in a manner that the Authority deems necessary under the circumstances.

   Proposer shall at all times maintain a complete and accurate list (the "Disclosure List") of (a) all persons with whom or entities with which Proposer has shared any Confidential Information or who have access to Confidential Information and (b) a description or inventory of all Confidential Information shared with or accessed by such persons and entities. Proposer shall provide the Authority with a copy of the current Disclosure List upon the Authority's request at any time and from time to time.

   Proposer shall not copy or reproduce any Confidential Information without the prior written consent of the Authority, in which case any such copy or reproduction shall be marked/stamped with the word "CONFIDENTIAL" and protected in the same manner as the original.

   If Proposer or any Proposal Party has any Confidential Information in its possession at time other than normal working hours, Proposer shall, or cause the Proposer Party, as the case may be, to store such Confidential Information in a secure area, such as a fire-proof safe, locked desk, cabinet or other secure storage facility, where access can be controlled. Access to Confidential Information stored in such secured areas shall be controlled through the use of manual or automated locks and keys. Proposer shall maintain a list of all authorized personnel who have access to such secure areas and the specific Confidential Information therein. Proposer shall obtain the written agreement of each Proposer Party to whom Confidential Information is disclosed that such Proposer Party is responsible at all times for protecting Confidential Information that is in its possession or control and must immediately notify Proposer in writing of any known or suspected instances of loss or theft, or unauthorized access to, Confidential Information. Proposer shall immediately notify the Authority in writing of any known or suspected instances of loss or theft of, or unauthorized access to Confidential Information.

6. **Return of Confidential Information.** Upon the written request of the Authority, Proposer shall promptly return all Confidential Information in Proposer's or any Proposer Party's possession, including all copies made by Proposer or any Proposer Party of such Confidential Information, and all documents, memoranda, notes and other writings, drawings or images whatsoever prepared by Proposer or any Proposer Party based on the Confidential Information shall be destroyed, using a destruction method that prevents its unauthorized retrieval (e.g. crosscut or micro shredding, degaussing). Upon submittal of its Proposal, Proposer shall check all Confidential Information returned by Proposer Parties against the Disclosure List and provide a copy of the checked Disclosure List to the Authority.

7. **Transportation of Confidential Information.** To the extent feasible and reasonable, Proposer shall hand-deliver Confidential Information with instructions that only the addressee is allowed to open or view it. Proposer may send information that cannot be hand delivered via the U.S. Postal Service or express mail services (i.e. UPS or Federal Express), provided that it is packaged and sealed in a way that does not disclose its contents or the fact that it is confidential information and a signature from the recipient is required. Under no circumstances shall a transportation method be used that cannot guarantee Confidential Information is accessed only by the intended recipient.

8. **Liability.** Proposer shall be responsible for all damage to life and property due to Proposer's disclosure of Confidential Information. Further, it is expressly understood that Proposer shall indemnify and save harmless the Authority and/or the State of New York, as their interests may appear, from claims, suits, actions, damages and costs of every name and description resulting from Proposer's disclosure of Confidential Information, and such indemnity shall not be limited by reason of any insurance coverage. However, Proposer shall not be required to indemnify the Authority for that portion of any claim, suit, action, damage, or cost which arises due to the negligent act or omission of the Authority and shall not be required to indemnify the State of New York for that portion of any claim, suit, action, damage, or cost which arises due to the negligent act or omission of the State of New York. The provisions of this section shall survive the expiration or termination of this Agreement.

9. **Injunctive Relief**. Proposer acknowledges that the Confidential Information constitutes valuable information of the Authority protected by law, and that any breach of this Agreement will cause irreparable damage to the Authority which may be difficult to measure, and that in addition to all other remedies which may be available, the Authority shall have the right to injunctive or other appropriate relief to restrain such breach without showing or proving actual damages.

10. **No Representations**. The Authority makes no representation or warranty as to the accuracy or completeness of any Confidential Information. The Authority shall have no liability to Proposer under this Agreement, or to any Proposer Party to whom Confidential Information is disclosed by Proposer, for the accuracy or completeness of the Confidential Information.

11. **Media Releases.** Proposer shall not provide media releases or make public announcements or disclosures about any aspect of this Agreement or the Project without the prior approval of the Authority.

12. **Notices**. All notices to the respective parties shall be in writing and shall be sent by mail or e-mail to the following addresses:

If to Authority:	If to Proposer:
Sarah Normile	_____
Department of Procurement Services	_____
New York State Thruway Authority	_____
200 Southern Boulevard	_____
Albany, NY 12209, USA	_____
Email: Sarah.Normile@thruway.ny.gov	_____

or any other address provided prior written notice is given to the other party. The date of notice shall be deemed to be the date three days after mailing if sent by first class mail or the date of transmission if sent by e-mail with confirmation of receipt.

13. **Governing Law**. This Agreement shall be governed by the laws of the State of New York.

14. **No Waiver of Provisions.** The Authority's failure to exercise or delay in exercising any right or remedy under this Agreement 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 Agreement shall be effective unless made in a writing duly executed by an authorized representative 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.

15. **No Guarantee**. Proposer expressly acknowledges and understands that by entering into this Agreement, such does not (a) guarantee that the Proposer will be awarded a contract by the Authority for any services; (b) entitle Proposer to any form of compensation; or (c) constitute a direction or order by the Authority to Proposer to commence the performance of any services.

16. **Miscellaneous**. This Agreement shall be binding upon the parties hereto, and shall be for the benefit of the Proposer and the Authority, and their successors, assigns, and affiliates, provided that the right to receive and use the Confidential Information may not be assigned. It is expressly understood and agreed by the parties hereto that the obligations hereunder shall survive the return of materials as set forth above and the termination, expiration or rescission of this Agreement. Separate copies of this Agreement may be executed by the parties hereto, with the same effect as though all of the parties signed the same copy of this Agreement.

17. **Entire Agreement**. This Agreement constitutes the entire understanding between the parties and there are no other oral or extrinsic understandings of any kind between the parties. This Agreement may not be changed or modified in any manner except by a subsequent writing, duly executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on the date first above written.

PROPOSER

By:_____

Name:_____

Title:_____

Organization: _____

PROPOSER CERTIFICATION

State of _____)
) ss.:
County of _____)

On _____, 2026, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____

Notary Public

SCHEDULE 3

Proposer and Team Member Information

(Form Q-1)

Schedule 3

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: _____

SCHEDULE 4

Past Performance (Form E-1)

SCHEDULE 4

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.

Form E-1 Table 1	CLAIMS, DISPUTE PROCEEDINGS, LITIGATION and ARBITRATION			
NAME OF PROPOSER				
NAME OF PROPOSER TEAM MEMBER				
Project Name	**Owner/Agency/Entity that initiated the action**	**Brief Statement of the Issue**	**Resolution / Outcome / or Outstanding**	**Contact Name / Phone / Email**

Form E-1 Table 2	LIQUIDATED DAMAGES			
NAME OF PROPOSER				
NAME OF PROPOSER TEAM MEMBER				
Project Name	**Causes of delay(s)**	**Amount Assessed (US $)**	**Summary of Outstanding Damage Claims by Owner**	**Contact Name / Phone / Email**

Form E-1 Table 3 TERMINATION FOR CAUSE OR DEFAULT			
NAME OF PROPOSER			
NAME OF PROPOSER TEAM MEMBER			
Project Name	**Description of Reason for Termination**	**Amount Involved (US $)**	**Contact Name / Phone / Email**

Form E-1 Table 4 DISCIPLINARY ACTION		
NAME OF PROPOSER		
NAME OF PROPOSER TEAM MEMBER		
Project Name	**Description of Action Taken**	**Contact Name / Phone / Email**

SCHEDULE 5

New York State Finance Law Sections §§ 139-j and 139-k
Disclosure of Prior
Non-Responsibility Determinations

NEW YORK STATE OF OPPORTUNITY. Thruway Authority
200 Southern Blvd.
Albany, NY 12209

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.

SCHEDULE 6

Certificate of Compliance with the Authority Guidelines Regarding Permissible Contacts During a Procurement and the Prohibition of Inappropriate Lobbying Influence

NEW YORK STATE OF OPPORTUNITY. Thruway Authority

200 Southern Blvd.
Albany, NY 12209

CERTIFICATE OF COMPLIANCE WITH THE AUTHORITY 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's (Authority) stewardship role, all Authority procurement decisions must be based on the merits of proposals, free of any inappropriate lobbying influence. Toward that end, the Authority 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. Further, Authority funds may not be used to reimburse a vendor/firm for its outside lobbying expenses. Authority 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 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 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.

Contract No.	Description
Vendor/Firm Name	Telephone No.
Print Name	Title
Signature	Date

SCHEDULE 7

Vendor Assurance of No Conflict of Interest
or Detrimental Effect

Vendor Assurance of No Conflict of Interest or Detrimental Effect

The undersigned entity ("Firm"), offering to provide services pursuant to this RFP, as a contractor, joint venture contractor, subcontractor, or consultant, attests that its performance of the services outlined in this RFP does not and will not create any actual or potential conflict of interest or appearance of impropriety, nor position the Firm to breach any other contract currently in force, with the New York State Thruway Authority ("Authority").

Furthermore, the Firm attests that it will not act in any manner that is detrimental to any Authority project on which the Firm is rendering services. Specifically, the Firm attests and certifies that:

1. The fulfillment of obligations by the Firm, as proposed in the response, does not and will not violate any existing contracts or agreements between the Firm and the Authority;

2. The fulfillment of obligations by the Firm, as proposed in the response, does not and will not create any appearance of impropriety or actual or potential conflict of interest, or any perception thereof, with any current role or responsibility that the Firm has with regard to any existing contracts or agreements between the Firm and the Authority;

3. The fulfillment of obligations by the Firm, as proposed in the response, does not and will not compromise the Firm's ability to carry out its obligations under any existing contracts between the Firm and the Authority;

4. The fulfillment of any other contractual obligations that the Firm has with the Authority will not affect or influence its ability to perform under any contract with the Authority resulting from this RFP;

5. During the negotiation and execution of any contract resulting from this RFP, the Firm will not knowingly take any action or make any decision which creates a potential for conflict of interest or might cause a detrimental impact to the Authority as a whole including, but not limited to, any action or decision to divert resources from one Authority project to another;

6. In fulfilling obligations under each of its Authority contracts, including any contract which results from this RFP, the Firm will act in accordance with the terms of each of its Authority contracts and will not knowingly take any action or make any decision which might cause a detrimental impact to the Authority as a whole including, but not limited to, any action or decision to divert resources from one Authority project to another;

7. No former officer or employee of the Authority or the State of New York ("State") who is now employed by the Firm, nor any former officer or employee of the Firm who is now employed by the Authority or the State, has played a role with regard to the

administration of this contract procurement in a manner that may violate section 73(8)(a) of the New York State Public Officers Law; and

8. The Firm has not and shall not offer to any employee, member or director of the Authority any gift, whether in the form of money, service, loan, travel, entertainment, hospitality, thing or promise, or in any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence said employee, member or director, or could reasonably be expected to influence said employee, member or director, in the performance of the official duty of said employee, member or director, or was intended as a reward for any official action on the part of said employee, member or director.

The Firm expressly understands, acknowledges, and agrees that the Authority recognizes that conflicts may occur in the future because the Firm may have existing or new relationships. The Firm hereby expressly acknowledges and agrees it shall have a continuing affirmative duty and obligation to notify the Authority immediately of any actual or potential conflicts of interest or the perception thereof, and that failure to promptly provide such notice and information may serve as a basis for termination by the Authority of any Agreement resulting from this RFP. The Authority will review the nature of any such new relationship and reserves the right to reject the Firm's proposal in response to the RFP, or to terminate any contract resulting from this RFP for any reason, including for cause if, in its judgment, a real or potential conflict of interest cannot be cured.

This form must be signed by an authorized executive or legal representative with the authority to bind its organization.

_____
Name of Firm

_____
Name of Signatory

_____
Title of Signatory:

_____
Signature:

_____
Date:

SCHEDULE 8

Certification Under Executive Order No. 16
Prohibiting State Agencies and Authorities from Contracting
with Businesses Conducting Business in Russia

Certification Under Executive Order No. 16
Prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia

Executive Order No. 16 provides that "all Affected State Entities are directed to refrain from entering into any new contract or renewing any existing contract with an entity conducting business operations in Russia." The complete text of Executive Order No. 16 can be found here.

The Executive Order remains in effect while sanctions imposed by the federal government are in effect. Accordingly, vendors who may be excluded from award because of current business operations in Russia are nevertheless encouraged to respond to solicitations to preserve their contracting opportunities in case the sanctions are lifted during a solicitation or even after award in the case of some solicitations.

As defined in Executive Order No. 16, an "entity conducting business operations in Russia" means an institution or company, wherever located, conducting any commercial activity in Russia or transacting business with the Russian Government or with commercial entities headquartered in Russia or with their principal place of business in Russia in the form of contracting, sales, purchasing, investment, or any business partnership.

Is Vendor an entity conducting business operations in Russia, as defined above? Please answer by checking one of the following boxes:

☐ 1. No, Vendor does not conduct business operations in Russia within the meaning of Executive Order No. 16.

☐ 2.a. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but has taken steps to wind down business operations in Russia or is in the process of winding down business operations in Russia. (Please provide a detailed description of the wind down process and a schedule for completion.)

☐ 2.b. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but only to the extent necessary to provide vital health and safety services within Russia or to comply with federal law, regulations, executive orders, or directives. (Please provide a detailed description of the services being provided or the relevant laws, regulations, etc.)

☐ 3. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16.

The undersigned certifies under penalties of perjury that they are knowledgeable about the Vendor's business and operations and that the answer provided herein is true to the best of their knowledge and belief.

Vendor Name: (legal entity) _____

By: (signature) _____

Name: _____

Title: _____

Date: _____

SCHEDULE 9

Gender-Based Violence and the
Workplace Certification

Gender-Based Violence and the Workplace Certification

New York State Finance Law §139-M requires bidders on competitive state procurements to certify that they have a written policy addressing gender-based violence and the workplace and that such policy meets the following minimum requirements:

- **Share Information:** Employers must provide information regarding gender-based violence where employees can see and access it, including displaying the NYS Domestic and Sexual Violence Hotline information and a gender-based violence and the workplace poster.
- **Refer Employee-Survivors to Services:** The policy must require that the employer refer employees who disclose current or past victim status to the NYS Domestic and Sexual Violence Hotline and/or a local service provider. For bidders outside of New York State, referrals should be made to a local provider or statewide hotline. While referrals are required to be provided by the employer, it is not required for the employee to access services.
- **Prohibit Retaliation:** The policy must clearly state that discrimination or retaliation against employees who identify as victims or survivors of gender-based violence is prohibited.
- **Comply with Laws:** Ensure your policy follows State law. For employers based in New York State, this means that the policy must follow the SAFE Leave Act, New York State Human Rights Law, and any other relevant laws and regulations.
- **Offer Implementation Support:** OPDV is able to assist employers in developing and implementing this policy. Employers must provide information to supervisors and human resources, where available, about this technical assistance from OPDV. OPDV can be contacted at workplace@opdv.ny.gov.

By submission of this certification, each person signing on behalf of any organization certifies, and in the case of a joint submission each party thereto certifies its own organization, under penalty of perjury, that they have and have implemented a written policy addressing gender-based violence and the workplace.

Organization's signature below certifies its compliance with State Finance Law §139-M.

Organization: _____

By (signature): _____

Name (Please Print): _____

Title: _____

Date: _____

This form must be signed by an authorized executive or legal representative.

If the organization cannot make the above certification, they must provide a statement with their bid detailing the reasons therefor:

_____

_____

SCHEDULE 10

ST-220-CA New York State 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
(12/11)

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* *Contract number or description*
Contractor's principal place of business	City	State	ZIP code	
Contractor's mailing address *(if different than above)*				*Estimated contract value over the full term of contract (but not including renewals)* $
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. 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.

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:

i. The procuring entity is a *covered agency* within the meaning of the statute (see Publication 223, Q&A 5);

ii. The contractor is a *contractor* within the meaning of the statute (see Publication 223, Q&A 6); and

iii. 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).

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF }
: SS.:
COUNTY OF }

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 _____ ,

Town of _____ ,

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 Manager of Document Management, NYS Tax Department, W A Harriman Campus, Albany NY 12227; telephone (518) 457-5181.

Need help?

Visit our Web site at ***www.tax.ny.gov***
- get information and manage your taxes online
- check for new online services and features

Telephone assistance

Sales Tax Information Center: (518) 485-2889

To order forms and publications: (518) 457-5431

Text Telephone (TTY) Hotline (for persons with hearing and speech disabilities using a TTY): (518) 485-5082

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, call the information center.

Schedule 11

Equal Employment Opportunity Policy Statement

(Form EEO-1)

MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE (MWBE), SERVICE-DISABLED VETERAN-OWNED BUSINESS PARTICPATION AND EQUAL EMPLOYMENT OPPORTUNITY (EEO) POLICY STATEMENT

I, _____, the (Consultant/Contractor) agree to adopt the following policies with respect to the project being developed or services rendered at:

_____.

MWBE/SDVOB This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the MWBE/SDVOB contract participation goals set by NYSTA for that area in which the NYSTA-funded project is located, by taking the following steps:

(1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs, WBEs and SDVOBs, including solicitations to M/WBE contractor associations.

(2) Request a list of State-certified MWBEs/SDVOBs from NYSTA and solicit bids from them directly.

(3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective MWBEs/SDVOBs.

(4) Where feasible, divide the work into smaller portions to enhance participation by MWBEs/SDVOBs and encourage the formation of joint ventures and other partnerships among MWBE/SDVOB contractors to enhance their participation.

(5) Document and maintain records of bid solicitation, including those to MWBEs/SDVOBs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting MWBE/SDVOB contract participation goals.

(6) Ensure that progress payments to MWBEs/SDVOBs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage MWBE/SDVOB participation.

EEO (a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its workforce on NYSTA contracts.

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

(c) At the request of NYSTA, this organization shall request each employment agency, labor union, or authorized representative to affirm that they 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 this organization's obligations herein.

(d) This organization will include the provisions of sections (a) through (c) 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 NYSTA contract.

Agreed to this _____ day of _____, 20_____

Name of Contractor/Consultant: _____

MWBE/SDVOB Liaison/Authorized Representative: _____

Signature: _____ **Title:** _____

SCHEDULE 12

Equal Employment Opportunity Staffing Plan

(Form EEO-2)

EEO STAFFING PLAN

Submit with Bid or Proposal – Instructions on page 2

Solicitation/Contract No.:	**Reporting Entity:** □ Contractor □ Subcontractor	**Report includes Contractor's/Subcontractor's:**
Contractor/Subcontractor's Name:		□ Contractor's workforce to be utilized on this contract □ Contractor's total workforce □ Subcontractor's workforce to be utilized on this contract □ Subcontractor's total workforce
Contractor/Subcontractor's Address:		**Subcontractor's name:** _____

Enter the total number of employees for each classification in each of the EEO-Job Categories identified

EEO-Job Category	Total Work force	Workforce by Gender			Workforce by Race/Ethnic Identification																							
		Total Male (M)	Total Female (F)	Total X (X)	White (M)	White (F)	White (X)	Black (M)	Black (F)	Black (X)	Hispanic (M)	Hispanic (F)	Hispanic (X)	Asian (M)	Asian (F)	Asian (X)	Native American (M)	Native American (F)	Native American (X)	Disabled (M)	Disabled (F)	Disabled (X)	Veteran (M)	Veteran (F)	Veteran (X)			
Officials/Administrators																												
Professionals																												
Technicians																												
Sales Workers																												
Office/Clerical																												
Craft Workers																												
Laborers																												
Service Workers																												
Temporary/Apprentices																												
Totals																												

PREPARED BY (Signature):	**TELEPHONE NO.:** **EMAIL ADDRESS:**	**DATE:**
NAME AND TITLE OF PREPARER (Print or Type):		

(Rev 3/26 – EEO-2)

General instructions: All Offerors and each subcontractor identified in the bid or proposal must complete an EEO Staffing Plan and submit it as part of the bid or proposal package. Where the work force to be utilized in the performance of the State contract can be separated out from the contractor's and/or subcontractor's total work force, the Offeror shall complete this form only for the anticipated work force to be utilized on the State contract. Where the work force to be utilized in the performance of the State contract cannot be separated out from the contractor's and/or subcontractor's total work force, the Offeror shall complete this form for the contractor's and/or subcontractor's total work force.

Instructions for completing:

1. Enter the Solicitation number that this report applies to along with the name and address of the Offeror.
2. Check off the appropriate box to indicate if the Offeror completing the report is the contractor or a subcontractor.
3. Check off the appropriate box to indicate work force to be utilized on the contract or the Offerors' total workforce.
4. Enter the total work force by EEO job category.
5. Break down the anticipated total work force by gender and enter under the heading 'Work force by Gender'
6. Break down the anticipated total work force by race/ethnic identification and enter under the heading 'Work force by Race/Ethnic Identification'. Contact the OMWBE Permissible contact(s) for the solicitation if you have any questions.
7. Enter information on disabled or veterans included in the anticipated work force under the appropriate headings.
8. Enter the name, title, phone number and email address for the person completing the form. Sign and date the form in the designated boxes.

RACE/ETHNIC IDENTIFICATION

Race/ethnic designations as used by the Equal Employment Opportunity Commission do not denote scientific definitions of anthropological origins. For the purposes of this form, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group. The race/ethnic categories for this survey are:

- **White:** (Not of Hispanic origin) All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.
- **Black:** A person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.
- **Hispanic:** A person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- **Asian & Pacific Islander**: A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.
- **Native Indian (Native American/Alaskan Native):** A person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

OTHER CATEGORIES

- **Disabled Individual**: any person who:
  - has a physical or mental impairment that substantially limits one or more major life activity(ies)
  - has a record of such an impairment; or
  - is regarded as having such an impairment.
- **Vietnam Era Veteran**: A veteran who served at any time between and including January 1, 1963, and May 7, 1975.
- **Gender**: Male, Female, or X

SCHEDULE 13

MWBE Utilization Plan (TA-W1022)

TA-W1022 (07/2019)

NEW YORK STATE OF OPPORTUNITY. Thruway Authority

UTILIZATION PLAN (CONTRACTOR)

Email completed form to the Office of Compliance at AAPHC89@thruway.ny.gov
or mail to P.O. Box 189, Albany, NY 12201-0189

INSTRUCTIONS: This form must be submitted by the contractor to identify all certified DBEs/MWBEs/SDVOBs and all other Non-certified Firms. Complete and accurate forms must be submitted along with corresponding AAPHC-89 (TA-W1037) within 10 days following the bid opening to AAPHC89@thruway.ny.gov.

Modified Plan ____
(Check if modified)

Contractor Name and Address	**Contract Numbers** TA No. _____ D No. _____	**Contract Goals** Contract Value $ 0.00 MBE 0.00 % - $ 0.00 SDVOB 0.00 % - $ 0.00 WBE 0.00 % - $ 0.00 DBE 0.00 % - $ 0.00

A. List all Firms (Subcontractors, Suppliers and Trucking) Name, address, phone number and email address for each Firm. (Check appropriate box if Firm is a certified DBE/MWBE/SDVOB.)	B. Certifications/ Designations	C. Estimated Start/End Date	D. Items of Work, Services or Supplies to be Provided	E. Agreement Amount	F. 60% Supplier or Broker Credit Agreement Amount
Subcontractor/Supplier To:	☐ MBE ☐ Supplier @ 60% ☐ WBE ☐ Broker (Fee Only) $ _____ ☐ DBE ☐ SDVOB	_____ Start Date _____ End Date		$ 0.00 Submission:	$
Subcontractor/Supplier To:	☐ MBE ☐ Supplier @ 60% ☐ WBE ☐ Broker (Fee Only) $ _____ ☐ DBE ☐ SDVOB	_____ Start Date _____ End Date		$ 0.00 Submission:	$
Subcontractor/Supplier To:	☐ MBE ☐ Supplier @ 60% ☐ WBE ☐ Broker (Fee Only) $ _____ ☐ DBE ☐ SDVOB	_____ Start Date _____ End Date		$ 0.00 Submission:	$
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Prepared by:

_____ Preparer's Name (Print)

( ) - _____ Phone No.

_____ Email Address

_____ Preparer's Signature

_____ Date Submitted

MBE Sub Total $	0.00	0.00 %
WBE Sub Total $	0.00	0.00 %
DBE Sub Total $	0.00	0.00 %
SDVOB Sub Total $	0.00	0.00 %
Grand Total $	0.00	

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_____ Chief Compliance Officer Signature

_____ Date

☐ **Approved**
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UTILIZATION PLAN
(CONTRACTOR)

TA No. _____

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