

## **AGREEMENT**

### **BY AND AMONG GENESEE TRANSPORTATION COUNCIL, NEW YORK STATE DEPARTMENT OF TRANSPORTATION, AND ROCHESTER GENESEE REGIONAL TRANSPORTATION AUTHORITY**

This Agreement, made as of June 18, 2009, by and among the Genesee Transportation Council (GTC), New York State Department of Transportation (NYSDOT), and Rochester Genesee Regional Transportation Authority (RGRTA) identifies and specifies the responsibilities and cooperative procedures for carrying out transportation planning (including without limitation corridor and subarea studies) and programming consistent with Title 23 Section 450 (23 CFR 450) Subpart C of the Code of Federal Regulation.

WHEREAS, it is the national interest to encourage and promote the safe and efficient management, operation, and development of surface transportation systems that will serve the mobility needs of people and freight and foster economic growth and development within and through urbanized areas (including the Rochester Transportation Management Area or TMA), while minimizing transportation-related fuel consumption and air pollution in accordance with Title 23 Section 134 of the United States Code (23 USC 134); and

WHEREAS, person trips and freight movements originating from, ending in, and traveling through areas in the Genesee-Finger Lakes Region (referred to as the "Region") outside of the Rochester TMA impact and are impacted by the Rochester TMA; and

WHEREAS, GTC, in accordance with federal and state law, has been designated by the Governor of New York State as the Metropolitan Planning Organization (MPO) for the Region (including the Rochester TMA) to carry out a comprehensive, cooperative, and continuous transportation planning and programming process; and

WHEREAS, the primary transportation interests of the State in the Region are represented by NYSDOT; and

WHEREAS, the primary provider of public transportation services in the Region is RGRTA; and

WHEREAS, the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA) have promulgated a joint regulation (23 CFR 450.314) that "to the extent possible, there shall be one cooperative agreement" between the State, MPO, and public transportation provider.

NOW, GTC, NYSDOT, and RGRTA in order to maintain the comprehensive, cooperative, and continuous transportation planning and programming process currently being conducted agree to the following:

A. In order to accomplish the Long Range Transportation Plan ("LRTP"), which provides a 20-year perspective of existing and projected transportation system capabilities, needs, and objectives, as well as fiscally-constrained recommendations to meet these objectives for the Region, an effective and efficient manner consistent with 23 CFR 450.322, the parties to this Agreement agree as follows:

1. GTC will convene an LRTP Development Committee (LDC) to ensure the full participation of all interested member agencies (including NYSDOT and RGRTA) to guide the development of the LRTP not less than every four years;
2. NYSDOT and RGRTA will actively participate on the LDC during the development of each LRTP;
3. NYSDOT and RGRTA will make available to the fullest extent practicable the information required by, and assist in validating the analysis and development of information conducted by, GTC as described below;
4. GTC will conduct objective analysis and development of information related to identifying existing and projected transportation system capabilities and needs, including (but not limited to) current and future socioeconomic and transportation system operating characteristics;
5. GTC will work with the LDC (including NYSDOT and RGRTA) to cooperatively identify the appropriate objectives to meet the Region's transportation needs;
6. NYSDOT and RGRTA will make available to the fullest extent practicable the information required for, and assist in validating, the financial plan that demonstrates how the adopted LRTP can be implemented to adequately operate and maintain the federal-aid-eligible transportation system in the Region;
7. GTC will work with the LDC (including NYSDOT and RGRTA) to cooperatively develop the financial plan that demonstrates how the adopted LRTP can be implemented, including system-level costs and reasonably-expected revenues to adequately operate and maintain the federal-aid-eligible highway, bridge, bicycle, and pedestrian networks and public transportation services (transportation system) in the Region; and
8. GTC will work with the LDC (including NYSDOT and RGRTA) to cooperatively develop and assess alternatives in order to identify fiscally-constrained recommendations to operate and maintain the federal-aid-eligible transportation system in the Region (incorporating a Congestion Management Process for the Rochester TMA) for consideration by the Planning Committee and recommendation to the Policy Committee (Board).

B. In order to accomplish the Unified Planning Work Program ("UPWP"), which sets forth the program of federally-funded transportation planning activities to be undertaken each year by GTC staff, its member agencies, and other jurisdictions in the Region to advance the recommendations of the LRTP (including, without limitation, corridor and subarea studies), in an effective and efficient manner consistent with 23 CFR 450.308, the parties to this Agreement agree as follows:

1. GTC will convene a UPWP Development Committee (UDC) of TMA member counties, the City of Rochester, NYSDOT, RGRTA, and the Genesee/Finger Lakes Regional Planning Council (G/FLRPC) to guide the development of the UPWP not less than once every two years;
2. NYSDOT and RGRTA will actively participate on the UDC during the development of each UPWP;
3. NYSDOT will provide the amount of federal transportation planning revenues available to the Region;
4. GTC will solicit UPWP project proposals from federal-aid-eligible entities in the Region;
5. GTC will work with the UDC (including NYSDOT and RGRTA) to cooperatively develop a program of projects consistent with the LRTP for Planning Committee consideration prior to public review and recommendation to the Board;
6. GTC and entities in the Region responsible for the maintenance and operation of the transportation system and the approval of physical development and land use will conduct data collection and corridor and sub-area studies included in the UPWP, involving RGRTA to the fullest extent practicable; and
7. GTC and RGRTA will conduct public transportation planning, marketing, and other associated studies included in the UPWP, involving entities in the Region to the fullest extent practicable.

C. In order to accomplish the Transportation Improvement Program ("TIP"), which identifies the fiscally-constrained funding and timing of all capital and non-capital highway, bridge, public transportation, intelligent transportation system, air quality improvement, bicycle, and pedestrian transportation projects scheduled for implementation using federal transportation funds during, at a minimum, the next four years, in an effective and efficient manner consistent with 23 CFR 450.324, the parties to this Agreement agree as follows:

1. GTC will convene a TIP Development Committee (TDC) of TMA member counties, the City of Rochester, NYSDOT, and RGRTA, as well as the G/FLRPC in an advisory capacity, to guide the development of the TIP not less than every four years;
2. NYSDOT and RGRTA will actively participate on the TDC during the development of each TIP;
3. NYSDOT and RGRTA will make available to the fullest extent practicable the information required for, and assist in validating, the financial plan that demonstrates how the approved TIP can be implemented in the TIP area;

4. GTC will work with the TDC (including NYSDOT and RGRTA) to cooperatively develop the financial plan that demonstrates how the approved TIP can be implemented, including project-level costs in total (including beyond the TIP horizon) and by phase and reasonably-expected revenues by federal fund source and from non-federal resources for the TMA and, in cooperation with NYSDOT, the seven-county area, which includes Genesee, Livingston, Monroe, Ontario, Orleans, Wayne, and Wyoming Counties;
5. GTC and NYSDOT will solicit TIP project proposals from federal-aid-eligible entities in the TIP area;
6. GTC and NYSDOT will provide a preliminary evaluation and ranking of proposals received for consideration by the TDC prior to being provided to the Planning Committee; and
7. GTC will work with the TDC (including NYSDOT and RGRTA) to cooperatively develop a fiscally-constrained program of projects consistent with the LRTP for Planning Committee consideration prior to public review and recommendation to the Board.

D. In order to accomplish the Annual Listing of Obligated Projects ("Listing"), which presents the obligation of federal transportation funds for the implementation of all capital and non-capital highway, bridge, public transportation, intelligent transportation system, air quality improvement, bicycle, and pedestrian transportation projects scheduled for implementation in the TIP area in the preceding federal fiscal year, in an effective and efficient manner consistent with 23 CFR 450.332, the parties to this Agreement agree as follows:


1. NYSDOT and RGRTA will make available to the fullest extent practicable the information required for, and assist in validating, the information presented in the Listing for the TIP area; and
2. GTC will produce and publish the Listing for the TIP area based on information provided by NYSDOT and RGRTA.

E. In order to accomplish the Public Participation Plan ("PPP"), which defines the process for ensuring that interested parties have meaningful opportunities to participate in the development and execution of the metropolitan planning process undertaken by or on behalf of GTC in its role as the MPO for the Region, in an effective and efficient manner consistent with 23 CFR 450.316, the parties to this Agreement agree as follows:

1. GTC will work with its member agencies (including NYSDOT and RGRTA) to develop the PPP and periodically review the effectiveness of the procedures and strategies contained therein.

F. The Parties further agree that this Agreement shall not abrogate, infringe upon, or modify any other agreement, MOU, policy, plan, or procedure approved or adopted by GTC, NYSDOT, or RGRTA.

IN WITNESS WHEREOF, the parties have agreed to the terms hereof and their authorized officials have affixed their signatures below as of the first date stated above.

  
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STANLEY GEE, Acting Commissioner  
New York State Dept. of Transportation

  
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MARK AESCH, Chief Executive Officer  
Rochester Genesee Regional Transportation Authority

  
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RICHARD PERRIN, Executive Director  
Genesee Transportation Council