



Niagara Frontier Transportation Authority  
Serving Buffalo Niagara

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December 21, 2012

Mr. Robert M. Graber  
Clerk  
Erie County Legislature  
25 Delaware Avenue  
Buffalo, New York 14202

**Re: NFTA Board Minutes**

Dear Mr. Graber:

Enclosed, for your information and files, please find a copy of the Minutes from the Niagara Frontier Transportation Authority's Board Meeting held on November 26, 2012.

Very truly yours,

  
David J. State  
General Counsel

DJS:lf

Enclosure



**NIAGARA FRONTIER TRANSPORTATION AUTHORITY  
 NIAGARA FRONTIER TRANSIT METRO SYSTEM, INC.  
 REGULAR BOARD MEETING  
 NOVEMBER 26, 2012 12:30 PM  
 MINUTES**

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**1. CALL TO ORDER**

**A. Meeting Called to Order**

Chairman Zemsky called the meeting to order at approximately 12:34 p.m.

**B. Approval of Minutes of the NFTA Regular Board Meeting held on October 22, 2012**

It was moved by Commissioner Wilcox, seconded by Commissioner Hughes, that the Minutes of the October 22, 2012, Regular Board Meeting of the Niagara Frontier Transportation Authority and Niagara Frontier Transit Metro System, Inc., be accepted and approved.

**AYES: ZEMSKY, SLOMA, LEWIN, DEMAKOS, CROCE,  
GURNEY, HUGHES, PERRY, WILCOX**

**NOES: NONE**

**D. Executive Director's Report:**

Executive Director Kimberley Minkel advised the Board that she would be available for individual meetings to go over the budget if they required more information. She also updated the Board on the Waterfront Property proposals which are due on December 17, 2012. The 2013 meeting schedule is complete and will be distributed this week.

**2. NFTA CORPORATE REPORT**

- A. Audit and Governance Committee Report (Howard Zemsky)
- B. Consolidated Financial (Debbie Leous)
- C. Corporate Resolutions (Kim Minkel)

**Corporate Resolutions**

- i. **Niagara Frontier Transportation Authority, Acceptance of Corporate Resolutions 2. C. (1) through 2. C. (3)**
1. **Amendment of Bylaws of the Niagara Frontier Transportation Authority and Niagara Frontier Transit Metro System, Inc.**
2. **Authorization for Agreement, Oil/Water Separator Maintenance and drainage Cleaning, NFTA/NFTM**
3. **Authorization for Agreement, Liability Management Services, NFTA**

**CORPORATE:**

2. C. (i) **Niagara Frontier Transportation Authority, Acceptance of Corporate Resolutions 2. C. (1) through 2. C. (3)**

The Executive Director advised that Items 2. C. (1) through 2. C. (3) have been discussed with the Board of Commissioners of the NFTA, and the Board is unanimously in favor of all subject Resolutions.

Whereupon, it was moved by Commissioner Lewin, seconded by Commissioner Croce, that the following Resolution be adopted:

**“RESOLVED, that the Resolutions of the Niagara Frontier Transportation Authority, identified as numbers 2. C. (1) through 2. C. (3) and dated November 26, 2012 as set forth herein, be and hereby are accepted and approved in their entirety.”**

**AYES: ZEMSKY, SLOMA, LEWIN, DEMAKOS, CROCE, GURNEY, HUGHES, PERRY, WILCOX**

**NOES: NONE**

**ADOPTED**

**CORPORATE:**

2. D. (1) **Amendment of Bylaws of the Niagara Frontier Transportation Authority and Niagara Frontier Transit Metro System, Inc.**

**RECOMMENDATION:** Staff recommends that the Board authorize an amendment of the NFTA and Metro Bylaws to provide that the regularly scheduled meetings of the Board shall be held on the fourth Thursday of each month at 12:30 p.m., and the annual meeting will be held on the fourth Thursday in April each year. The amendment is to be effective January 24, 2013.

**INFORMATION:** The last revisions of the NFTA and Metro Bylaws were approved by the Board of Commissioners on September 27, 2010. This amendment will change the date of the regularly scheduled and annual meetings from the fourth Monday of each month to the fourth Thursday of each month.

**FUNDING:** No funding is necessary.

**“RESOLVED, that, effective January 24, 2013 the Bylaws of the Niagara Frontier Transportation Authority and the Niagara Frontier Transit Metro System, Inc. be and are hereby amended as reflected in the attached documents.”**

ADOPTED: ~~September 27, 2010~~ January 24, 2013

**BYLAWS**  
of  
**NIAGARA FRONTIER TRANSPORTATION AUTHORITY**

Pursuant to the authority contained in section 1299-e, subdivision 5 of Article 5 of the Public Authorities Law, as set out in chapter seven hundred seventeen of the Laws of Nineteen Hundred and Sixty-Seven of the State of New York, the Niagara Frontier Transportation Authority hereby approves the following Bylaws for the regulation of its activities:

**ARTICLE I**  
**SEAL**

The official seal of the Authority shall be in the design circular in form bearing the words and dates as follows:

NIAGARA FRONTIER TRANSPORTATION AUTHORITY  
CORPORATE SEAL  
1967

and such seal as impressed on the margin hereof is hereby adopted as the corporate seal of the Authority.

**ARTICLE II**  
**DEFENSE AND INDEMNIFICATION OF MEMBERS OF THE BOARD**

All of the members of the Authority are entitled to defense and indemnification from the Authority pursuant to and in accordance with section 18 of the New York State Public Officers Law.

**ARTICLE III**  
**OFFICERS**

The officers of the Authority shall be a Chair, Vice-Chair, Secretary and Treasurer. The Vice-Chairman shall be elected from among the members duly appointed by the Governor of the

State of New York. The officers, with the exception of the Chairman, shall be elected at the first meeting of said Board in each fiscal year. In addition, there shall be appointed by the Board an Executive Director, General Counsel, Chief Financial Officer and others as the Board may deem proper, who will serve at the will of the Board.

#### **ARTICLE IV**

##### **TENURE OF OFFICE**

All officers shall hold office until their successors are chosen and qualify in their stead.

#### **ARTICLE V**

##### **BOARD RESPONSIBILITY**

The primary responsibility of the members of the Authority shall be overseeing the Authority's Executive Director and other senior management in the effective and ethical management of the Authority. The members shall understand, review and monitor the implementation of fundamental financial, management and operational decisions of the Authority.

#### **ARTICLE VI**

##### **DUTIES OF OFFICERS**

##### CHAIR

The Chair shall preside over the Board, including all Board meetings, and shall establish committees to assist the Board in carrying out its duties and shall appoint members of the Board to such committees.

The Chair shall not be a member of management, and is responsible for leading the Board's oversight role, including setting the Board's agenda, managing the flow of information to the Board, coordinating the work of the Board's committees and serving as the primary liaison between the Board and senior management.

##### VICE-CHAIR

The Vice-Chair shall perform the duties of the Chair in the event the office of Chair is vacant, or in the event the Chair is unable to perform such duties by reason of illness, disability or absence, and shall perform such other duties as may be designated by the members of the Board of the Authority.

##### SECRETARY

The Secretary shall attend meetings of the Authority and act as Secretary thereof and record all votes and shall cause to be kept a record of the proceedings of the Authority in a minute

book to be kept for that purpose. The Secretary shall keep in safe custody the seal and shall have authority to affix said seal to all papers requiring such seal to be affixed. The Secretary shall have the authority to cause copies to be made of all minutes and other records and documents of the Authority and to give certificates under the seal of the Authority to the effect that such copies are true copies and all persons dealing with the Authority may rely on such certificates. The Secretary shall perform such other duties as the Authority, from time to time, may impose.

The Secretary shall be charged with the care and custody of all Deeds, Searches, Bonds and such other Instruments of the Authority as the Authority shall designate, which shall be kept in a locked fireproof file of the Authority and such documents are to be released only on written receipt when authorized on written instructions from the Secretary or Treasurer of the Authority. The Secretary shall be empowered to delegate the powers and duties of the office to a member of the staff of the Authority who thereafter shall be authorized to act in the absence of the Secretary.

#### TREASURER

The Treasurer is authorized to receive on behalf of the Authority any security required by the Authority for deposit with the Authority. The Treasurer shall have charge of the treasury and custody of receipts, deposits, and disbursements of all Authority moneys. The Treasurer shall be empowered to delegate the powers and duties of the office to a member of the staff of the Authority who thereafter shall be authorized to act in the absence of the Treasurer. The Treasurer and the Chief Financial Officer shall have dual signing authority over the Authority's payroll and accounts payable checks.

#### EXECUTIVE DIRECTOR

The Executive Director shall be the chief operating officer of the Authority, whose duties and responsibilities shall consist of the day-to-day management responsibilities of the Authority.

#### GENERAL COUNSEL

The General Counsel shall be the chief legal counsel of the Authority, furnish the Authority with opinions, advice and counsel as may be required. The General Counsel shall represent the Authority in all legal matters and hearings as required and shall perform such other duties as may be assigned by the Chairman or the Board.

Within the limitations of the appropriations provided therefrom and pursuant to the Procurement Guidelines, the General Counsel may employ special counsel and incur such expenses in connection therewith as may be deemed necessary in the performance of the duties of the office.

The General Counsel shall prepare leases, contracts and other documents and agreements involving the Authority and its tenants, agents, consultants, and other contractors, and participate in all negotiations involving contractual arrangements between the Authority and others. The General Counsel shall also appear on behalf of the Authority before various governmental agencies and prepare and present such briefs, applications, requests, memoranda, or other pertinent data as may be deemed appropriate.

The General Counsel is authorized to settle claims by or against the Authority where the sum does not exceed \$50,000.00. The General Counsel shall have such powers and other duties as are conferred by the Authority or by any law.

#### CHIEF FINANCIAL OFFICER

The Chief Financial Officer is responsible to the Board for implementing the Authority's strategic plan as it pertains to financial management and financial planning. The Chief Financial Officer shall be responsible to oversee and provide advice concerning all lending, borrowing, investing and other financial and treasury functions of the Authority. The Chief Financial Officer is responsible for preparing the Authority's Investment and Liability Guidelines and compliance with same.

Moneys in all accounts of the Authority shall be paid out on the warrant of the Chief Financial Officer. The Chief Financial Officer shall review and sign all checks or withdrawals from the treasury. The Chief Financial Officer shall superintend the fiscal affairs of the Authority and keep accurate and proper books showing their condition at all times. The Chief Financial Officer shall prescribe such methods of accounting as are necessary for the performance of the foregoing duties. The Chief Financial Officer shall approve as to sufficiency all bonds and undertakings of every kind given to the Authority, under Procurement Guidelines. The Chief Financial Officer shall prepare and keep a continuing appraisal and inventory of all Authority property and shall be responsible for the accounting of all sales and dispositions of assets. The Chief Financial Officer shall have such other powers and duties as are conferred by the Authority or by any law.

The Chief Financial Officer shall also serve as General Manager of Finance and Administration.

## ARTICLE VII

### FISCAL YEAR

The fiscal year of the Authority shall begin on the first day of April.

## ARTICLE VIII

### RULES OF ORDER

#### RULE 1. REGULAR MEETING

The regular scheduled meetings of the Authority shall be held at previously agreed on places on the fourth ~~Monday~~ Thursday of each month at 12:30 p.m. The Chair shall sign the notice of the regular meetings. Regular meetings may be adjourned to any place at the will of the majority of the members of the Board.

#### RULE 2. SPECIAL MEETINGS

Special Meetings may be called at any time by the Chair or in his or her absence by the Vice-Chair and on request of any three (3) members of the Board. It shall be the duty of the Chair, or in his or her absence, of the Vice-Chair, to issue a call for a Special Meeting within a reasonable time after receipt of such request. Written notice of each Special Meeting shall be given by the Secretary (or in his or her absence by the Chair or Vice-Chair) specifying the time and place of the meeting, addressed to the respective members of the Board, at their place of residence or place of business, and shall be deposited in the post office at least forty-eight (48) hours prior to the time fixed for such meeting or delivered to the place of residence or place of business at least twenty-four (24) hours before the time fixed for such meeting. Such notice shall state the purpose of such meeting and no business other than stated in the notice shall be transacted at such Special Meeting unless every qualified member of the Board is present, and it is unanimously agreed to consider matters other than those specifically provided for in the notice of such meeting.

#### RULE 3. ANNUAL MEETING

The annual meeting of the Authority shall be held on the fourth ~~Monday~~ Thursday of April in each year. Whenever a quorum is not present at the annual meeting, a substitute annual meeting shall be called in the same manner as is provided for the calling of special meetings of the Board.

#### RULE 4. QUORUM

A majority of the duly appointed members of the Authority shall constitute a quorum for the transaction of business.

**RULE 5. MAJORITY VOTE**

The powers of the Authority shall be exercised by a majority vote of the members present at any meeting at which a quorum is in attendance except that a resolution concerning the acquisition of transportation facilities or joint service arrangements involving the same, or the setting of fees, tariffs, tolls or rentals for passengers, or authorization for the issuance of notes or the issuance of bonds shall require an affirmative vote of the majority of all members of the Board. A resolution seeking a waiver of the Procurement Guidelines in the best interests of the Authority requires an affirmative vote of two-thirds of the members present at the meeting.

Upon demand of any member, after due debate, the roll shall be called and the vote recorded upon any motion, resolution or amendment thereto.

A majority of the members of the Board present, whether or not a quorum is present, may adjourn any meeting to another time and place.

A member shall be considered present for a meeting if he or she is participating by way of a video conference call. A member may participate in a meeting by telephone conference call, but shall not be considered present for the meeting.

**RULE 6. ORDER OF BUSINESS**

The order of business at regular meetings shall be:

1. Call to Order/Approval of Minutes
2. NFTA Corporate Report
  - A) Committee Reports
    - 1) Audit and Governance Committee
    - 2) Human Resources Committee
  - B) Executive Director's Report
  - C) Consolidated Financial Report
  - D) Corporate Resolutions
3. Aviation Business Group Report
  - A) Aviation Committee Report
  - B) Financial Update
  - C) Business Update
  - D) Aviation Resolutions
4. Surface Transportation Business Group Report

- A) Surface Transportation Committee Report
  - B) Financial Update
  - C) Business Update
  - D) Surface Transportation Resolutions
5. Property Development Business Group Report
    - A) Property/Risk Management Committee Report
    - B) Financial Update
    - C) Business Update
    - D) Property Development Resolutions
  6. General Counsel's Report
  7. Executive Session
  8. Adjournment

Any member of the Authority may have any matter placed on the calendar for any meeting as special business.

**RULE 7. POINTS OF ORDER NOT COVERED BY THESE RULES**

On all points of order not covered by the rules of this Board, Roberts Rules of Order Revised shall prevail. In the event that a point of order shall arise which shall not be covered by either the rules of the Board or Roberts Rules of Order Revised, the rules of the New York State Assembly shall be followed.

**RULE 8. DECORUM**

The Chair shall take the chair promptly at the hour specified for convening of the Board meeting and shall preserve order and decorum. In debate he or she shall confine members to the question under discussion and decide all questions of order, which decision shall be final, unless an appeal is taken to the Board and sustained.

**RULE 9. WHEN A MEMBER MAY BE EXCUSED FROM VOTING**

Every member who shall be in the Board room chambers when a question is stated by the Chair shall vote. A member may be excused if he or she is directly interested in the question. For the purposes of determining whether a majority vote has been obtained, the number of members present for purposes of determining whether there was a majority vote shall not include the member who has been excused from voting.

**RULE 10. ABSTENTION FROM VOTING**

If a member shall choose to abstain from voting, except as provided in Rule 9 above, such abstention shall be duly recorded and for purposes of determining whether a majority vote has been cast, the abstention shall be considered a negative vote.

**RULE 11. SPEAK WHEN RECOGNIZED BY THE CHAIR**

No member wishing to speak shall proceed until he or she shall have addressed the Chair from his or her place and shall have been recognized by him.

**RULE 12. SUSPENSION OR AMENDMENT OF RULES**

These rules may at any time during a meeting be suspended by unanimous consent of all the members of the Board present.

The rules shall not be rescinded, altered or amended, nor any additional rule added thereto except by a majority vote of the total members of the Board and only after at least one day's notice in writing filed with the Chair and served on each Board member.

**RULE 13. STANDING COMMITTEES**

There shall be five (5) Standing Committees as follows: Audit and Governance, Human Resources, Surface Transportation, Aviation and Property/Risk Management.

The Chair shall be chair of the Audit and Governance Committee, and shall appoint a minimum of four (4) members to each committee. The Chair shall select one of the members of each committee other than the Audit and Governance Committee as chair of the committee. A quorum of the committee shall consist of a majority of the members of that committee.

A member shall be considered present for a committee meeting if he or she is participating by way of a telephone conference call.

**RULE 14. SPECIAL PURPOSE COMMITTEES**

The Chair may appoint a member or members of the Board of Commissioners to serve as a Special Purpose Committee for the purpose of exploring and reviewing any issue as prescribed by the Chair. The Committee shall consist of as many members as the Chair shall determine. One of the members may be designated as the Special Purpose Committee Chair by the Authority Chair. There is currently one Special Purpose Committee: Art.

**RULE 15. COMMITTEE PROCEDURES**

All committees must establish and follow a written charter providing for the clearly defined responsibilities of the committee.

ADOPTED: ~~September 27,~~  
2010 January 24, 2013

**BYLAWS**  
**of**  
**NIAGARA FRONTIER TRANSIT METRO SYSTEM, INC.**

Pursuant to the Niagara Frontier Transit Metro System, Inc. contained in section 1299-e, subdivision 5 of Article 5 of the Public Authorities Law, as set out in chapter seven hundred seventeen of the Laws of Nineteen Hundred and Sixty-Seven of the State of New York, the Niagara Frontier Transit Metro System, Inc. hereby approves the following Bylaws for the regulation of its activities:

**ARTICLE I**  
**SEAL**

The official seal of the Niagara Frontier Transit Metro System, Inc. shall be in the design circular in form bearing the words and dates as follows:

**NIAGARA FRONTIER TRANSIT METRO SYSTEM, INC.**

and such seal as impressed on the margin hereof is hereby adopted as the corporate seal of the Niagara Frontier Transit Metro System, Inc.

**ARTICLE II**  
**DEFENSE AND INDEMNIFICATION OF MEMBERS OF THE BOARD**

All of the members of the Niagara Frontier Transit Metro System, Inc. are entitled to defense and indemnification from the Niagara Frontier Transit Metro System, Inc. pursuant to and in accordance with section 18 of the New York State Public Officers Law.

**ARTICLE III**

The primary responsibility of the members of the Niagara Frontier Transit Metro System, Inc. shall be overseeing Metro's President and other senior management in the effective and ethical management of the implementation of fundamental financial, management and operational decisions of Metro.

#### ARTICLE IV

##### OFFICERS

A. The officers of the Niagara Frontier Transit Metro System, Inc. shall be a Chair, Vice-Chair, Secretary and Treasurer. The Chair shall be the Chair of the Board of the Niagara Frontier Transportation Authority. The Vice-Chair shall be elected from among the members of the Board. The Secretary and Treasurer may be either members of the Board or members of the staff of Niagara Frontier Transit Metro System, Inc. or Niagara Frontier Transportation Authority. The Vice-Chair, Secretary and Treasurer shall be elected at the Annual Meeting of the Niagara Frontier Transit Metro System, Inc. All officers shall hold office until their successors are chosen and qualify in their stead. In addition, there shall be a President and Chief Operating Officer, General Counsel and Chief Financial Officer, who shall be the Executive Director, General Counsel and Chief Financial Officer of the Niagara Frontier Transportation Authority, respectively. There may be retained or employed such other persons, firms and corporations as permitted by law.

##### DUTIES OF OFFICERS

B. Chairman - The Chair shall preside over the Board, including all Board meetings, and shall establish committees to assist the Board in carrying out its duties and shall appoint members of the Board to such committees.

The Chair shall not be a member of management, and is responsible for leading the Board's oversight role, including setting the Board's agenda, managing the flow of information to the Board, coordinating the work of the Board's committees and serving as the primary liaison between the Board and senior management.

C. Vice-Chair - The Vice-Chair shall perform the duties of the Chair in the event the office of Chair is vacant, or in the event the Chair is unable to perform such duties by reason of illness, disability or absence, and shall perform such other duties as may be designated by the members of the Board of the Niagara Frontier Transit Metro System, Inc.

D. Secretary - The Secretary shall attend meetings of the Niagara Frontier Transit Metro System, Inc. and act as Secretary

thereof and record all votes and shall cause to be kept a record of the proceedings of the Niagara Frontier Transit Metro System, Inc. in a minute book to be kept for that purpose. The Secretary shall keep in safe custody the seal and shall have authority to affix said seal to all papers requiring such seal to be affixed. The Secretary shall have the authority to cause copies to be made of all minutes and other records and documents of the Niagara Frontier Transit Metro System, Inc. and to give certificates under the seal of the Niagara Frontier Transit Metro System, Inc. to the effect that such copies are true copies and all persons dealing with the Niagara Frontier Transit Metro System, Inc. may rely on such certificates. The Secretary shall perform such other duties as the Niagara Frontier Transit Metro System, Inc., from time to time, may impose.

The Secretary shall be charged with the care and custody of all Deeds, Searches, Bonds and such other Instruments of the Niagara Frontier Transit Metro System, Inc. as the Niagara Frontier Transit Metro System, Inc. shall designate, which shall be kept in a locked fireproof file of the Niagara Frontier Transit Metro System, Inc. and such documents are to be released only on written receipt when authorized on written instructions from the Secretary or Treasurer of the Niagara Frontier Transit Metro System, Inc. The Secretary shall be empowered to delegate the powers and duties of the office to a member of the staff of the Niagara Frontier Transit Metro System, Inc. or the Niagara Frontier Transportation Authority who thereafter shall be authorized to act in the absence of the Secretary.

E. Treasurer - The Treasurer is authorized to receive on behalf of the Niagara Frontier Transit Metro System, Inc. any security required by the Niagara Frontier Transit Metro System, Inc. for deposit with the Niagara Frontier Transit Metro System, Inc. The Treasurer shall have charge of the treasury and custody of receipts, deposits, and disbursements of all Niagara Frontier Transit Metro System, Inc. moneys. The Treasurer shall be empowered to delegate the powers and duties of the office to a member of the staff of the Niagara Frontier Transit Metro System, Inc. or the Niagara Frontier Transportation Authority who thereafter shall be authorized to act in the absence of the Treasurer. The Treasurer and the Chief Financial Officer shall have dual signing authority over the Authority's payroll and accounts payable checks.

F. President and Chief Operating Officer - There shall be appointed by the members of the Board of the Niagara Frontier Transit Metro System, Inc. a President and Chief Operating Officer, who shall be the Executive Director of the Niagara Frontier Transportation Authority. The President and Chief

Operating Officer's duties and responsibilities shall consist of the day-to-day management responsibilities of Metro.

G. General Counsel - The General Counsel shall be the chief legal counsel of the Niagara Frontier Transit Metro System, Inc., furnish the Niagara Frontier Transit Metro System, Inc. with opinions, advice and counsel as may be required. The General Counsel shall represent the Niagara Frontier Transit Metro System, Inc. in all legal matters and hearings as required and shall perform such other duties as may be assigned by the Chairman or the Board.

Within the limitations of the appropriations provided therefrom and pursuant to the Procurement Guidelines, the General Counsel may employ special counsel and incur such expenses in connection therewith as may be deemed necessary in the performance of the duties of the office.

The General Counsel shall prepare leases, contracts and other documents and agreements involving the Niagara Frontier Transit Metro System, Inc. and its tenants, agents, consultants, and other contractors, and participate in all negotiations involving contractual arrangements between the Niagara Frontier Transit Metro System, Inc. and others. The General Counsel shall also appear on behalf of the Niagara Frontier Transit Metro System, Inc. before various governmental agencies and prepare and present such briefs, applications, requests, memoranda, or other pertinent data as may be deemed appropriate.

The General Counsel is authorized to settle claims by or against the Niagara Frontier Transit Metro System, Inc. where the sum does not exceed \$50,000.00. The General Counsel shall have such powers and other duties as are conferred by the Niagara Frontier Transit Metro System, Inc. or by any law.

H. Chief Financial Officer - The Chief Financial Officer is responsible to the Board for implementing the Niagara Frontier Transit Metro System, Inc.'s strategic plan as it pertains to financial management and financial planning. The Chief Financial Officer shall be responsible to oversee and provide advice concerning all lending, borrowing, investing and other financial and treasury functions of the Niagara Frontier Transit Metro System, Inc.

Moneys in all accounts of the Niagara Frontier Transit Metro System, Inc. shall be paid out on the warrant of the Chief Financial Officer. The Chief Financial Officer shall review and sign all warrants and vouchers for withdrawals from the treasury. The Chief Financial Officer shall superintend the fiscal affairs of the Niagara Frontier Transit Metro System, Inc.; and keep accurate and proper books showing their condition

at all times. The Chief Financial Officer shall prescribe such methods of accounting as are necessary for the performance of the foregoing duties. The Chief Financial Officer shall approve as to sufficiency all bonds and undertakings of every kind given to the Niagara Frontier Transit Metro System, Inc., under Procurement Guidelines. The Chief Financial Officer shall prepare and keep a continuing appraisal and inventory of all Niagara Frontier Transit Metro System, Inc. property and shall be responsible for the accounting of all sales and dispositions of assets. The Chief Financial Officer shall have such other powers and duties as are conferred by the Niagara Frontier Transit Metro System, Inc. or by any law.

#### **ARTICLE V**

##### **FISCAL YEAR**

The fiscal year of the Niagara Frontier Transit Metro System, Inc. shall begin on the first day of April.

#### **ARTICLE VI**

##### **RULES OF ORDER**

###### **RULE 1. REGULAR MEETING**

The regular scheduled meetings of the Niagara Frontier Transit Metro System, Inc. shall be held at previously agreed on places on the fourth ~~Monday~~ Thursday of each month at 12:30 p.m. The Chair shall sign the notice of the regular meetings. Regular meetings may be adjourned to any place at the will of the majority of the members of the Board.

###### **RULE 2. SPECIAL MEETINGS**

Special Meetings may be called at any time by the Chair or in his absence by the Vice-Chair and on request of any three (3) members of the Board. It shall be the duty of the Chair, or in his absence, of the Vice-Chair, to issue a call for a Special Meeting within a reasonable time after receipt of such request. Written notice of each Special Meeting shall be given by the Secretary (or in his or her absence by the Chair or Vice-Chair) specifying the time and place of the meeting, addressed to the respective members of the Board, at their place of residence or place of business, and shall be deposited in the post office at least forty-eight (48) hours prior to the time fixed for such meeting or delivered to the place of residence or place of business at least twenty-four (24) hours before the time fixed for such meeting. Such notice shall state the purpose of such meeting and no business other than stated in the notice shall be transacted at such Special Meeting unless every qualified member of the Board is present, and it is unanimously agreed to

consider matters other than those specifically provided for in the notice of such meeting.

#### RULE 3. ANNUAL MEETING

The annual meeting of the Niagara Frontier Transit Metro System, Inc. shall be held on the fourth ~~Monday~~ Thursday of April in each year. Whenever a quorum is not present at the annual meeting, a substitute annual meeting shall be called in the same manner as is provided for the calling of special meetings of the Board.

#### RULE 4. QUORUM

A majority of the duly appointed members of the Niagara Frontier Transit Metro System, Inc. shall constitute a quorum for the transaction of business.

#### RULE 5. MAJORITY VOTE

The powers of the Niagara Frontier Transit Metro System, Inc. shall be exercised by a majority vote of the members present at any meeting at which a quorum is in attendance except that a resolution concerning the acquisition of transportation facilities or joint service arrangements involving the same, or the setting of fees, tariffs, tolls or rentals for passengers, or authorization for the issuance of notes or the issuance of bonds shall require an affirmative vote of the majority of all members of the Board. A resolution seeking a waiver of the Procurement Guidelines in the best interests of Metro requires an affirmative vote of two-thirds of the members present at the meeting.

Upon demand of any member, after due debate, the roll shall be called and the vote recorded upon any motion, resolution or amendment thereto.

A majority of the members of the Board present, whether or not a quorum is present, may adjourn any meeting to another time and place.

A member shall be considered present for a meeting if he or she is participating by way of a video conference call. A member may participate in a meeting by telephone conference call, but shall not be considered present for the meeting.

#### RULE 6. ORDER OF BUSINESS

The order of business at regular meetings shall be:

1. Call to Order/Approval of Minutes
2. Metro Corporate Report

- A) Committee Reports
  - 1) Audit and Governance Committee
  - 2) Human Resources Committee
- B) President's Report
- C) Consolidated Financial Report
- D) Corporate Resolutions
- 3. Aviation Business Group Report
  - A) Aviation Committee Report
  - B) Financial Update
  - C) Business Update
  - D) Aviation Resolutions
- 4. Surface Transportation Business Group Report
  - A) Surface Transportation Committee Report
  - B) Financial Update
  - C) Business Update
  - D) Surface Transportation Resolutions
- 5. Property Development Business Group Report
  - A) Property/Risk Management Committee Report
  - B) Financial Update
  - C) Business Update
  - D) Property Development Resolutions
- 6. General Counsel's Report
- 7. Executive Session
- 8. Adjournment

Any member of Metro may have any matter placed on the calendar for any meeting as special business.

**RULE 7. POINTS OF ORDER NOT COVERED BY THESE RULES**

On all points of order not covered by the rules of this Board, Roberts Rules of Order Revised shall prevail. In the event that a point of order shall arise which shall not be covered by either the rules of the Board or Roberts Rules of Order Revised, the rules of the New York State Assembly shall be followed.

**RULE 8. DECORUM**

The Chair shall take the chair promptly at the hour specified for convening of the Board meeting and shall preserve order and decorum. In debate he shall confine members to the question under discussion and decide all questions of order, which decision shall be final, unless an appeal is taken to the Board and sustained.

**RULE 9. WHEN A MEMBER MAY BE EXCUSED FROM VOTING**

Every member who shall be in the Board room chambers when a question is stated by the Chair shall vote. A member may be excused if he or she is directly interested in the question. For the purposes of determining whether a majority vote has been obtained, the number of members present for purposes of determining whether there was a majority vote shall not include the member who has been excused from voting.

**RULE 10. ABSTENTION FROM VOTING**

If a member shall choose to abstain from voting, except as provided in Rule 9 above, such abstention shall be duly recorded and for purposes of determining whether a majority vote has been cast, the abstention shall be considered a negative vote.

**RULE 11. SPEAK WHEN RECOGNIZED BY THE CHAIR**

No member wishing to speak shall proceed until he or she shall have addressed the Chair from his or her place and shall have been recognized by him.

**RULE 12. SUSPENSION OR AMENDMENT OF RULES**

These rules may at any time during a meeting be suspended by unanimous consent of all the members of the Board present.

The rules shall not be rescinded, altered or amended, nor any additional rule added thereto except by a majority vote of the total members of the Board and only after at least one day's notice in writing filed with the Chair and served on each Board member.

**RULE 13. STANDING COMMITTEES**

There shall be five (5) Standing Committees as follows: Audit and Governance, Human Resources, Surface Transportation, Aviation and Property/Risk Management.

The Chair shall be chair of the Audit and Governance Committee, and shall appoint a minimum of four members to each committee. The Chair shall select one of the members of each committee other than the Audit and Governance Committee as chair of the committee. A quorum of the committee shall consist of a majority of the members of that committee.

A member shall be considered present for a committee meeting if he or she is participating by way of a telephone conference call.

**RULE 14. SPECIAL PURPOSE COMMITTEES**

The Chair may appoint a member or members of the Board of Commissioners to serve as a Special Purpose Committee for the purpose of exploring and reviewing any issue as prescribed by the Chair. The Committee shall consist of as many members as the Chair shall determine. One of the members may be designated as the Special Purpose Committee Chair by the Chair. There is currently one Special Purpose Committee: Art.

**RULE 15. COMMITTEE PROCEDURES**

All committees must establish and follow the written charter providing for the clearly defined responsibilities of the committee.

**CORPORATE:**

2. D. (2) **Authorization for Agreement, J.A. Brundage/The Drain Doctor, Inc., Oil/Water Separator Maintenance and Drainage Cleaning, NFTA/NFTM**

**RECOMMENDATION:** Staff recommends that the Board authorize a three-year Agreement with J.A. Brundage/The Drain Doctor, Inc. for cleaning and video inspection of sanitary and storm water infrastructure for oil/water separator and systems maintenance services for an estimated annual amount of \$256,860.00. The Agreement is renewable at the option of the Authority for two (2) subsequent one (1) year terms.

**INFORMATION:** The NFTA and Metro use a qualified contractor for oil/water separator maintenance and drainage cleaning. The services are pre-scheduled visits to perform maintenance and systems inspections as well as general drainage structure/line cleaning and emergency services.

The NFTA developed and issued a Request for Proposal (RFP) No. 4246 in accordance with NFTA Procurement Guidelines. Prospective proponents were asked to submit prices for a variety of anticipated routine, planned, and preventative procedures and prices and/or hourly rates for secondary work or repairs which are not planned. Three responsive proposals were received and evaluated by a selection committee composed of representatives from Metro Bus, FMD, HSEQ and Procurement based on methods, compliance with technical specifications, cost, experience and qualifications. The costs on the attached spreadsheet represent a combination of all anticipated services.

**FUNDING:** The funding for these service contracts is provided in operating budgets.

**“RESOLVED,** that the Board hereby authorizes an Agreement with J.A. Brundage/The Drain Doctor, Inc., for cleaning and video inspection of sanitary and storm water infrastructure for oil/water separator and systems maintenance services for an estimated annual amount of \$256,860.00 with a renewable option for two subsequent one year terms; and

**BE IT FURTHER RESOLVED,** that the Executive Director, her designee and/or the Chairman, be and are hereby authorized to execute an Agreement with J.A. Brundage/The Drain Doctor, Inc., for the total amount of \$256,860.00; and

**BE IT FURTHER RESOLVED,** that said Agreement shall include such additional terms, conditions and safeguards to the Authority as deemed appropriate by the General Counsel; and

**Regular Meeting  
November 26, 2012**

**BE IT FURTHER RESOLVED**, that the Chief Financial Officer, be and she is hereby authorized to make payments under said Agreement upon certification by the Business Centers, that such payments are in order.”

**CORPORATE 2. D. (2)**

RFP 4246 CLEANING AND VIDEO INSPECTION OF SANITARY AND STORM SEWER INFRASTRUCTURE

RFP DOCUMENTS REQUIRED (Completed by Procurement)	J.A. BRUNDAGE, DBA DRAIN DOCTOR, INC. Niagara Falls, NY	KANDEY COMPANY INC. West Seneca, NY	NATIONAL VACUUM CORP. Niagara Falls, NY 14304
Cover Letter	X	X	X
Description of services	X	X	X
Firm, Mgmt & Staff Qualifications	X	X	X
References	X	X	X
Itemized Cost Proposal	X	X	X
Non-Collusive Cert	X	X	X
Disclosure of Prior Non-rep Determinations	X	X	X
Bidder's/Proposer's Affirmation & Certification	X	X	X
Contractor Certification Form (ST 200 - If over 100k)	X	X	X
Licenses of current employees	X	X	
<b>SELECTION CRITERIA</b> (Completed by Team)			
Technical Criteria 40% - Compliance with technical specifications.	9.00	5.00	7.00
Cost - 40%	10.00	4.69	7.47
Qualifications & Experience 20% - Demonstrated ability in the industry, references, past performances, depth of knowledge of key personnel, organization of the team, management procedures and warranty.	9.00	5.00	7.00
<b>TOTAL</b>	<b>9.40</b>	<b>4.88</b>	<b>7.19</b>
<b>ESTIMATED COST - BUS GARAGES</b>			
Babcock Bus Garage	YEAR 1 \$20,380.00	YEAR 1 \$29,775.00	YEAR 1 \$32,553.00
Frontier Bus Garage	\$35,280.00	\$36,375.00	\$44,111.00
ColdSpring Bus Garage	\$27,900.00	\$36,975.00	\$32,727.00
Sub-total	<b>\$83,560.00</b>	<b>\$103,125.00</b>	<b>\$109,391.00</b>
Babcock Bus Garage	YEAR 2 \$20,380.00	YEAR 2 \$30,668.25	YEAR 2 \$33,529.59
Frontier Bus Garage	\$35,280.00	\$37,466.25	\$45,434.33
ColdSpring Bus Garage	\$27,900.00	\$38,084.25	\$33,708.81
Sub-total	<b>\$83,560.00</b>	<b>\$106,218.75</b>	<b>\$112,672.73</b>
Babcock Bus Garage	YEAR 3 \$20,380.00	YEAR 3 \$31,588.30	YEAR 3 \$34,535.48
Frontier Bus Garage	\$35,280.00	\$38,580.24	\$46,797.36
ColdSpring Bus Garage	\$27,900.00	\$39,226.78	\$34,720.07
Sub-total	<b>\$83,560.00</b>	<b>\$109,405.31</b>	<b>\$116,062.91</b>
	YEAR 4	YEAR 4	YEAR 4

RFP 4246 CLEANING AND VIDEO INSPECTION OF SANITARY AND STORM SEWER INFRASTRUCTURE

Babcock Bus Garage	\$20,380.00	\$32,535.95	\$35,571.54
Frontier Bus Garage	\$35,280.00	\$39,747.95	\$48,201.28
ColdSpring Bus Garage	\$27,900.00	\$40,403.58	\$35,761.67
<b>Sub-total</b>	<b>\$83,560.00</b>	<b>\$112,687.47</b>	<b>\$119,534.49</b>
	<b>YEAR 6</b>	<b>YEAR 6</b>	<b>YEAR 6</b>
Babcock Bus Garage	\$20,380.00	\$33,512.03	\$36,638.69
Frontier Bus Garage	\$35,280.00	\$40,940.39	\$49,647.32
ColdSpring Bus Garage	\$27,900.00	\$41,615.69	\$36,834.52
<b>Sub-total</b>	<b>\$83,560.00</b>	<b>\$116,068.09</b>	<b>\$123,120.53</b>
<b>Total</b>	<b>\$417,800.00</b>	<b>\$647,604.62</b>	<b>\$680,771.66</b>
<b>ESTIMATED COST - RAIL</b>			
	<b>YEAR 1</b>	<b>YEAR 1</b>	<b>YEAR 1</b>
	\$15,560.00	\$19,725.00	\$15,620.00
	<b>YEAR 2</b>	<b>YEAR 2</b>	<b>YEAR 2</b>
	\$15,560.00	\$20,316.75	\$16,088.60
	<b>YEAR 3</b>	<b>YEAR 3</b>	<b>YEAR 3</b>
	\$15,560.00	\$20,928.25	\$16,571.26
	<b>YEAR 4</b>	<b>YEAR 4</b>	<b>YEAR 4</b>
	\$15,560.00	\$21,554.04	\$17,088.40
	<b>YEAR 5</b>	<b>YEAR 5</b>	<b>YEAR 5</b>
	\$15,560.00	\$22,200.66	\$17,580.45
<b>Total</b>	<b>\$ 77,800.00</b>	<b>\$ 104,722.70</b>	<b>\$ 82,928.71</b>
<b>ESTIMATED COST - AIRPORTS</b>			
	<b>YEAR 1</b>	<b>YEAR 1</b>	<b>No Proposal Submitted</b>
BNIA	\$123,250.00	\$348,750.00	
NFIA	\$34,490.00	\$44,200.00	
<b>Sub-total</b>	<b>\$157,740.00</b>	<b>\$392,950.00</b>	
	<b>YEAR 2</b>	<b>YEAR 2</b>	
BNIA	\$123,250.00	\$359,212.50	
NFIA	\$34,490.00	\$45,526.00	
<b>Sub-total</b>	<b>\$157,740.00</b>	<b>\$404,738.50</b>	
	<b>YEAR 3</b>	<b>YEAR 3</b>	
BNIA	\$123,250.00	\$369,988.88	
NFIA	\$34,490.00	\$46,891.78	
<b>Sub-total</b>	<b>\$157,740.00</b>	<b>\$416,880.66</b>	
	<b>YEAR 4</b>	<b>YEAR 4</b>	

**RFP 4246 CLEANING AND VIDEO INSPECTION OF SANITARY AND STORM SEWER INFRASTRUCTURE**

BNIA		\$123,250.00	\$381,088.55	
NFIA		\$34,490.00	\$48,288.53	
	Sub-total	\$167,740.00	\$429,387.08	
		YEAR 6	YEAR 6	
BNIA		\$123,250.00	\$392,521.21	
NFIA		\$34,490.00	\$49,747.49	
	Sub-total	\$167,740.00	\$442,268.70	
	<b>Total</b>	<b>\$788,700.00</b>	<b>\$2,086,224.94</b>	
	<b>Parts for Repairs (% +/- MSRP pricing)</b>	<b>+3%</b>	<b>+16%</b>	
	(Parts Cost is applicable to Airport Locations only)	No increase in parts cost for years 2 - 5	15% increase in parts every year 2 - 5	
	<b>GRAND TOTAL</b>	<b>\$ 1,284,300.00</b>	<b>\$ 2,738,452.26</b>	<b>\$ 663,700.37</b> (Excludes Airports)

\* Note: The cost score calculated for National Vacuum, is based on the cumulative total of bus and rail totals only and excludes the Airport totals since they did not submit a proposal for them.

**CORPORATE:**

2. D. (3) **Authorization for Agreement, Frasca & Associates, L.L.C., Liability Management Services, NFTA**

**RECOMMENDATION:** Staff recommends that the Board authorize an Agreement with Frasca & Associates, L.L.C., as the Authority's Financial Advisor for liability management, for a three-year term with two one-year renewal options at the discretion of the NFTA.

**INFORMATION:** The NFTA would like a Financial Advisor to assist the Authority in our liability management by making recommendations on our outstanding debt. The intent is to maximize our cash resources that can be made available through liability management while limiting our exposure to risk. Five firms bid on the Request for Proposal, Public Financial Management, Frasca & Associates, First Southwest, Capital Markets Advisors and Sterne Agree. The proposals were evaluated based on firm qualifications and experience, project approach, compliance with requirements and cost.

The review team, consisting of the CFO, Manager of Accounting, BNIA Finance and Administration Manager, Manager of Financial Planning and Analysis, and the Manager of Procurement, is recommending Frasca & Associates, L.L.C., ("Frasca"), a firm headquartered in New York City. Frasca specializes in government entities, and has significant experience with New York State entities and New York State Finance Law. Frasca consistently ranks in the top three financial advisors to airports nationally and was the number one ranked advisor for the 2010-2011 period as measured by total par value of debt transactions. They do not trade bonds, act as counter parties or principals in transactions. They were also the most cost competitive of the five firms, based on hourly rate and that they offered a flat fee for refunding bonds that comparatively is significantly lower than the firms in the competitive range. Frasca & Associates, L.L.C. is a Woman Business Entity.

**FUNDING:** Funding will be provided in the operating budgets.

**"RESOLVED,** that the Board hereby authorizes an Agreement with Frasca & Associates, L.L.C., for liability management services as described above; and

**BE IT FURTHER RESOLVED,** that the Executive Director, her designee and/or the Chairman, be and are hereby authorized to execute an Agreement with Frasca & Associates, L.L.C., as described above; and

**BE IT FURTHER RESOLVED,** that said Agreement shall include such additional terms, conditions and safeguards to the Authority as deemed appropriate by the General Counsel.

**BE IT FURTHER RESOLVED,** that the Chief Financial Officer, be and she is hereby authorized to make payments under said Agreement."

CORPORATE 2. D. (3)

RFP DOCUMENTS REQUIRED (Completed by Procurement)		Public Financial Mgmt Largo, FL	Frasca & Assoc. NYC, NY	First Southwest NYC, NY	Capital Markets Advisors OP, NY	stern agee NYC, NY
Non-Collusive Cert		x	x	x	x	x
Disclosure of Prior Non-rep Determinations		x	x	x	x	x
Cover Letter		x	x	x	x	x
Description of services		x	x	x	x	x
Mgmt & Staff Qualifications		x	x	x	x	x
Resumes		x	x	x	x	x
References		x	x	x	x	x
Cost Proposal		x	x	x	x	x
<b>SELECTION CRITERIA</b> (Rate on a scale of 1 - 10, with 10 being the highest)						
(Completed by Team)		Team Consensus				
<b>COMPETITIVE RANGE</b>						
Qualifications and experience	40%	8.00	8.00	8.00	2.00	5.00
Project approach, compliance with requirements	30%	8.00		6.00	5.00	5.00
Compensation	30%	2.55	10.00	3.40	5.00	3.40
<b>RATING</b>		<b>6.37</b>	<b>8.60</b>	<b>6.02</b>	<b>3.80</b>	<b>4.52</b>
<b>Cost Proposals</b>						
Refunding Bonds - flat fee per \$1000		\$1.00	\$25,000 flat fee	\$0.75	TBD	\$0.75
Cost based on refinancing \$97,773,000		\$97,773.00	\$25,000	\$73,329.75		
<b>Hourly Rate Scale for Advisory Services:</b>						
Principal		na	\$325	\$325	\$50,000	
Managing Director		\$350	\$300	\$300	annually	

RFP 4228 Financial Advisor

11/26/2012

Senior Director	na	\$275	\$300	
Director	\$275	\$250	\$250	
Sr Managing Consultant	\$250	na	\$250	
Associate	na	\$175	\$225	
Consultant/Analyst	\$150	\$150	\$225	
Clerical	\$0	na	\$175	
<b>Avg Hrly rate</b>	<b>\$256</b>	<b>\$246</b>	<b>\$256</b>	
Monthly Fixed Fee to obtain bond rating	\$1,600	\$8000 total	na	
Optional Quarterly Fixed Fee -Estimated 1- 2 days for the quarter	\$3,500	\$3,500	\$2,500	
Out of Pocket - Travel	yes	yes	no	
Office Expenses ( ie conference calls, copy work)	yes	no	no	
	2 -3 % inc ea yr.	all 5 yrs.	all 5 yrs.	

**3. AVIATION BUSINESS GROUP REPORT**

- A. Aviation Committee Report
- B. Financial Update
- C. Business Update
- D. Resolutions

**Aviation Resolutions**

- i. **Niagara Frontier Transportation Authority, Acceptance of Aviation Resolutions 3. D. (1) through 3. D. (7)**
  - 1. **Authorization for Agreement, Terminal Restroom Upgrade, BNIA**
  - 2. **Authorization for Procurement, Snow Blower, NFIA**
  - 3. **Authorization for Agreements, Car Rental Concessions, NFIA**
  - 4. **Authorization for Agreement, Radio Communication System, BNIA**
  - 5. **Authorization for Agreement, FIDS Integrated Solutions, BNIA, NFIA**
  - 6. **Authorization for Agreements, Seasonal Overflow Parking, BNIA**
  - 7. **Authorization for Lease Agreement, Old Terminal Building, NFIA**

**AVIATION:**

**3. D. (i) Niagara Frontier Transportation Authority, Acceptance of Aviation Resolutions 3. D. (1) through 3. D. (7)**

The Executive Director advised that Items 3. D. (1) through 3. D. (7) have been discussed with the Board of Commissioners of the NFTA, and the Board is unanimously in favor of all subject Resolutions.

Whereupon, it was moved by Commissioner Hughes, seconded by Commissioner Demakos, that the following Resolution be adopted:

**“RESOLVED, that the Resolutions of the Niagara Frontier Transportation Authority, identified as numbers 3. D. (1) through 3. D. (7) and dated November 26, 2012 as set forth herein, be and hereby are accepted and approved in their entirety.”**

**AYES: ZEMSKY, SLOMA, LEWIN, DEMAKOS, CROCE, GURNEY, HUGHES, PERRY\*, WILCOX**

**ABSTENTION: PERRY [\*Item 3. D. 6 only]**

**NOES: NONE**

**ADOPTED**

**AVIATION:**

3. D. (1) **Authorization for Agreement, Ram-Tech Engineers of Buffalo, P.C., Design Services, Terminal Restroom Upgrade, BNIA**

**RECOMMENDATION:** Staff recommends that the Board award the subject design services contract to the NFTA Term Consultant, Ram-Tech Engineers of Buffalo, P. C., for a lump sum amount of \$69,974.58.

**INFORMATION:** The objective of this project is to upgrade 16 public restrooms at various locations in the departure and arrival areas at the BNIA Terminal. The project includes modifications to the mechanical, electrical, and plumbing systems. The upgrades will include replacement of the sinks, counters, fixtures, dispensers, toilet partitions, hand driers, and finishes. Additionally, for families or individuals who require assistance, two unisex restrooms will be installed in the concourse area.

Ram-Tech Engineers of Buffalo, P. C. will develop a design rationale report, prepare bid documents, assist the with the bid process, and provide an analysis of the bid.

A summary of design services negotiation is shown below.

	Initial Proposal	Final Proposal
Engineer's Estimate	\$81,862.00	\$81,862.00
Ram-Tech Engineers of Buffalo, PC	\$89,273.99	\$69,974.58

Ram-Tech Engineers of Buffalo, P. C. intends to complete the scope with 50% of their own staff. The architectural design work and air duct testing will be sub-contracted to BHNT Architects and AD&M Testing respectively.

There is no DBE participation for this project. EEO has been informed of Ram Tech's good faith efforts and requires no further action.

**FUNDING:** Funding is provided in account code 120000000-3107-2-9321.

FAA	75%	\$ 52,480.94
NYSDOT	12.5%	\$ 8,746.82
NFTA	12.5%	<u>\$ 8,746.82</u>
	Total	\$ 69,974.58

**“RESOLVED,** that the Board hereby authorizes an Agreement with Ram-Tech Engineers of Buffalo, P.C., for the design services for the Terminal Restroom Upgrade project at the Buffalo Niagara International Airport as described above; and

**BE IT FURTHER RESOLVED**, that the Executive Director, her designee and/or the Chairman, be and hereby are authorized to execute an Agreement with Ram-Tech Engineers of Buffalo, P.C., as stated hereinabove and as negotiated; and

**BE IT FURTHER RESOLVED**, that said Agreement shall include such additional terms, conditions and safeguards to the Authority as deemed appropriate by the General Counsel; and

**BE IT FURTHER RESOLVED**, that the Chief Financial Officer, be and she is hereby authorized to make payments under said Agreement upon certification by the Director, Engineering, that such payments are in order.”

**AVIATION:**

3. D. (2) **Authorization for Procurement, M-B Companies, Inc., Snow Blower, NFIA**

**RECOMMENDATION:** Staff recommends that the Board authorize the procurement of a snow blower from M-B Companies, Inc., Chilton, Wisconsin for snow/ice removal on runways and taxiways at the Niagara Falls International Airport (NFIA) for a total cost of \$534,868.00.

**INFORMATION:** NFIA staff is responsible for providing a safe environment for aircraft using the airfield pursuant to Federal Aviation Regulation Part 139, Certification of Operation. The use of snow blowers is a key component to maintaining safe conditions on the runways and taxiways during winter conditions.

The proposed procurement represents the planned, programmed replacement of a 29-year old 1983 Oshkosh snow blower which has exceeded its useful life.

The NFTA issued Request for Proposal 4226 which was advertised in accordance with NFTA procurement guidelines. Four responses were received. A NFTA review team consisting of members from NFIA and the Procurement Department evaluated the proposals for technical criteria, cost, and qualifications/experience. The team scored the response from M-B Companies, Inc., Chilton, Wisconsin with the highest rating including the lowest cost proposal at \$534,868.00.

**FUNDING:** Funding will be provided by Passenger Facility Charges:

- \$139,763 – Approved
- \$395,105 – Pending Amendment
- \$534,868 – Total PFC funds.

**“RESOLVED**, that the Board hereby authorizes the procurement of a snow blower from M-D Companies, Inc., for a total cost of \$534,868.00, as described above; and

**BE IT FURTHER RESOLVED**, that the Manager, Procurement, be and she is hereby authorized to issue a Purchase Order to M-D Companies, Inc. for the procurement of a snow blower to be used as described hereinabove; and

**BE IT FURTHER RESOLVED**, that said Purchase Order shall include such additional terms, conditions and safeguards to the Authority as deemed appropriate by the General Counsel; and

**BE IT FURTHER RESOLVED**, that the Chief Financial Officer, be and she is hereby authorized to make payments under said Purchase Order upon certification by the Director, Aviation, that such payments are in order.”

AVIATION 3. D. (2)

RFP # - 4226 SNOW FIGHTING EQUIPMENT

11/26/2012

RFP DOCUMENTS REQUIRED (Completed by Procurement)	(1)	(2)	(3)	(4)
	KODIAK AMERICA/R.P.M TECH	M-B COMPANIES	BOYLES MOTOR SALES (Oshkosh)	WAUSAU EVEREST
	MONROE TRACTOR HENRIETTA, NY	CHILTON, WI	JAMESTOWN, NY	NEW BERLIN, WI
	Frank Schoenacker	Steve Karlin	John Fanara	Phil Cheal
Cover Letter	X	X	X	X
Description of services	X	X	X	X
Firm, Mgmt & Staff Qualifications	X	X	X	X
References	X	X	X	X
Itemized Cost Proposal	X	X	X	X
Non-Collusive Cert	X	X	X	X
Disclosure of Prior Non-rep Determinations	X	X	X	X
Bidder's/Proposer's Affirmation & Certification	X	X	X	X
Disclosure of Lobbying Activities	N/A	N/A	N/A	N/A
Contractor Certification Form (ST 200 - If over 100k)	X		X	X
<b>SELECTION CRITERIA</b> (Completed by Team)	(Rate from 1-10, with 10 being the highest)			
Technical Criteria 50% - Compliance with technical specifications.	7.00	10.00	10.00	6.00
Cost - 30%	9.70	10.00	7.93	9.07
Qualifications & Experience 20% - Demonstrated ability in the industry, warranty/delivery.	9.00	10.00	8.00	9.00
<b>TOTAL</b>	<b>8.21</b>	<b>10.00</b>	<b>8.98</b>	<b>7.52</b>
<b>COST PROPOSALS</b>				
Delivery	INCLUDED	INCLUDED	INCLUDED	INCLUDED
Training	INCLUDED	INCLUDED	INCLUDED	INCLUDED
1 Year Warranty	INCLUDED	INCLUDED	INCLUDED	INCLUDED
<b>TOTAL</b>	<b>\$ 551,399.00</b>	<b>\$ 534,868.00</b>	<b>\$ 674,709.00</b>	<b>\$ 589,550.00</b>

**AVIATION:**

**3. D. (3) Authorization for Agreements, Rental Car Concessions, NFIA**

**RECOMMENDATION:** Staff recommends that the Board authorize a standard rental car concession agreement with qualified car rental companies for the operation of rental car concessions at the Niagara Falls International Airport (NFIA) for an initial term of one-year term with up to 4 additional one-year renewal options at the discretion of the NFTA and a concession fee of 10% of gross revenue.

**INFORMATION:** SNORAC, LLC (SNORAC) has been operating its Enterprise Rent-A-Car brand from the new NFIA terminal building since its opening. SNORAC wishes to continue its operations at NFIA and add its Alamo Rent-A-Car brand. Staff is in discussions with other car rental companies to commence operations at NFIA.

Car rental companies will operate on a non-exclusive use basis from the rental car counter located on the first floor of the terminal building and will have the preferential use of approximately 24 parking spots in the employee lot adjacent to the terminal building. They will pay a concession fee of 10% of gross revenue generated at NFIA. The term of the agreement is for one year, with four one-year renewals at NFTA's discretion.

**FUNDING:** No funding is required.

**“RESOLVED,** that the Board hereby authorizes Agreements with car rental companies for Rental Car Concessions at the Niagara Falls International Airport as described hereinabove; and

**BE IT FURTHER RESOLVED,** that the Executive Director, her designee and/or the Chairman be and are hereby authorized to execute Agreements with car rental companies for Rental Car Concessions at Niagara Falls International Airport with terms and conditions set forth hereinabove and as negotiated; and

**BE IT FURTHER RESOLVED,** that said Agreements shall include such terms, conditions and safeguards to the Authority as deemed appropriate by the General Counsel.”

**AVIATION:**

3. D. (4) **Authorization for Agreement, Pinnacle Peak Holding Corp., Radio Communication System, BNIA**

**RECOMMENDATION:** Staff recommends that the Board authorize the procurement of a headset radio and intercom communication system for operators of plows and trucks used during winter airfield operations at the Buffalo Niagara International Airport (BNIA) from Pinnacle Peak Holding Corp., Austin, Texas at a total cost of \$70,834.50.

**INFORMATION:** BNIA staff is responsible for snow/ice removal on runways, taxiways, and roadways during winter operations. A headset radio and intercom communication system will allow each vehicle to improve communications with one another and the FAA through headsets via an open-mic intercom system. The radio system includes heavy duty headsets with boom microphones and decibel noise reductions to be used interchangeably in the snow fleet vehicles.

The NFTA issued Request for Proposal No. 4218 which was advertised in accordance with NFTA procurement guidelines and only one response was received from Pinnacle Peak Holding Corp., Austin, Texas, at a cost of \$70,834.50. The proposal was evaluated by BNIA Airfield staff and the NFTA Procurement Department and was determined to meet all requirements. The price was deemed to be reasonable based upon BNIA Airfield Department staff knowledge/experience of market prices of comparable communication systems.

**FUNDING:** Funding will be provided from BNIA Capital Reserve funds.

**“RESOLVED,** that the Board hereby authorizes the procurement of a radio communication system for the Buffalo Niagara International Airport from Pinnacle Peak Holding Corp., for a total cost of \$70,834.50, as described above; and

**BE IT FURTHER RESOLVED,** that the Manager, Procurement, be and she is hereby authorized to issue a Purchase Order to Pinnacle Peak Holding Corp., for the procurement of a radio communication system at the Buffalo Niagara International Airport to be used as described hereinabove; and

**BE IT FURTHER RESOLVED,** that said Purchase Order shall include such additional terms, conditions and safeguards to the Authority as deemed appropriate by the General Counsel; and

**BE IT FURTHER RESOLVED,** that the Chief Financial Officer, be and she is hereby authorized to make payments under said Purchase Order upon certification by the Director, Aviation, that such payments are in order.”

**AVIATION:**

**3. D. (5) Authorization for Agreement, ProDIGIQ, Inc., FIDS Integrated Solutions, BNIA, NFIA**

**RECOMMENDATION:** Staff recommends that the Board authorize an agreement with ProDIGIQ, Inc. to provide enhanced flight arrival /departure information within BNIA and NFIA terminal displays, BNIA and NFIA individual websites, and a variety of mobile platforms. The term of the agreement is three years with two one-year options at the sole discretion of the NFTA. The cost of the service is \$71,600 including \$12,600 annually during the first three years and \$14,400 annually during years 4 and 5. The cost includes a one-time \$5,000 set-up fee in the first year.

**INFORMATION** Flight Information Display Stations (FIDS) provide arrival and departure information to travelers within the BNIA and NFIA terminals as well as individual airport websites. The current data feed for BNIA will be replaced/upgraded and the service will be expanded to include automated flight information for NFIA which is currently manually generated. Additionally, all service for both airports will be expanded to accommodate various mobile web platforms with additional information available to travelers. Information will encompass flight arrivals/departures, real-time flight map and tracking, airport status, terminal information (dining, shops, terminal maps), airline information, directions to airport, ground transportation, bridge crossing wait times, customer service/contact information, and airline information. Services will also encompass creation and management of an iPhone app, Android app and iPad app.

The NFTA issued Request for Proposal 4222 which was advertised in accordance with NFTA procurement guidelines. Two responses were received. An NFTA review team consisting of members from BNIA Business Development, BNIA Terminal, NFIA Marketing, NFTA Marketing/Public Affairs, and the Procurement Department evaluated the proposals for technical criteria, cost, and qualifications/experience. The team scored the proposal from ProDIGIQ, Inc. with the highest rating including the lowest cost proposal at \$71,600.

For informational purposes, the Aviation Group will discontinue current services for flight views and flight information provided by other vendors at an annual cost of \$10,300 upon approval to transition to the proposed new and enhanced service provider, ProDIGIQ, Inc.

**FUNDING:** Funding is provided in the operating budgets for BNIA and NFIA.

**“RESOLVED,** that the Board hereby authorizes an Agreement with ProDIGIQ, Inc., for the Flight Information Display Stations, which provide arrival and departure information to travelers at the Buffalo Niagara International Airport and the Niagara Falls International Airport for a total cost of \$71,600 over a five-year term as described above; and

**BE IT FURTHER RESOLVED**, that the Executive Director, her designee and/or the Chairman, be and hereby are authorized to execute an Agreement with ProDIGIQ, Inc., as stated hereinabove and as negotiated; and

**BE IT FURTHER RESOLVED**, that said Agreement shall include such additional terms, conditions and safeguards to the Authority as deemed appropriate by the General Counsel; and

**BE IT FURTHER RESOLVED**, that the Chief Financial Officer, be and she is hereby authorized to make payments under said Agreement upon certification by the Director, Aviation, that such payments are in order.”

**RFP 4222**  
**FIDS Integrated Solutions**

11/26/2012

<b>RFP DOCUMENTS REQUIRED</b> (Completed by Procurement)	<b>ProDIGIQ</b> Calabasas, CA	<b>FlightView Inc.</b> Newton, MA
Non-Collusive Cert	x	x
Disclosure of Prior Non-rep Determinations	x	x
Cover Letter	x	x
Description of services	x	x
Mgmt & Staff Qualifications	x	x
Resumes	x	x
References	x	x
Cost Proposal	x	x
<b>SELECTION CRITERIA</b> (Rate on a scale of 1 - 10, with 10 being the highest)		
(Completed by Team)	Team Consensus	
Technical Criteria: Project approach, methods, designs, systems proposed, compliance with technical spec (50%)	8.00	8.00
Cost (30%)	10.00	4.00
Qualifications and experience - demonstrated ability in the industry, references, past performance, key personnel, management/organization, warranty, delivery (20%)	7.00	9.00
<b>RATING</b>	<b>8.40</b>	<b>7.00</b>
<b>Cost Proposals</b>		
<b>Base Cost</b>		
Year 1	\$11,500	\$29,760
Year 2	\$9,000	\$23,400
Year 3	\$9,000	\$23,400
Year 4	\$9,900	\$23,400
Year 5	\$9,900	\$23,400
Total	\$49,300	\$123,360
<b>Base Cost Plus Optional iPhone, Android, and iPads Apps</b>		
Year 1	\$17,600	not available
Year 2	\$12,600	
Year 3	\$12,600	
Year 4	\$14,400	
Year 5	\$14,400	
Total	\$71,600	

**AVIATION:**

3. D. (6) **Authorization for Agreements, Ciminelli Real Estate Corporation, GECCMC 2003-C1 Genesee Street, LLC, Seasonal Overflow Parking, BNIA**

**RECOMMENDATION:** Staff recommends that the Board enter into lease agreements with Ciminelli Real Estate Corporation and GECCMC 2003-C1 Genesee Street, LLC (a receiver for foreclosed property) for the rental of approximately 4.5 acres of land located at the Concourse Center, 4039 Genesee Street, Cheektowaga, New York. Additionally, BNIA is requesting the option to rent an additional parcel of land approximating 1.2 acres at an adjacent location on an “as needed basis” from Ciminelli Real Estate Corporation. The combined maximum cost to lease these lots during February through April 2013 will not exceed \$33,150.

**INFORMATION:** On multiple occurrences over the past several years during the spring season, existing BNIA customer parking facilities have reached capacity. Overflow parking lots accommodated 656 vehicles during year 2012 and 706 vehicles during year 2011. It is expected that this level of customer demand will continue. To accommodate customer demand, the NFTA will lease two parcels of land aggregating 4.5 acres on Genesee Street at the Concourse Center which is located across the street from BNIA. Ciminelli Real Estate Corporation owns a lot with approximately 1.5 acres and GECCMC 2003-CA Genesee Street, LLC (a receiver for foreclosed property) controls approximately 3.0 acres. The duration of both lease terms is March 1, 2013 through April 30, 2013 with BNIA’s option to lease during February 2013, if needed. The leased premises will accommodate 450 vehicles and will be used exclusively for customer overflow parking purposes. The cost of both leases is \$7,250 per month for a maximum rental totaling \$21,750 from February 1, 2013 through April 30, 2013.

Additionally, BNIA is requesting the option to lease an additional parcel of land covering 1.20 acres at the same site on an “as needed” basis from Ciminelli Real Estate Corporation. This would provide additional parking for approximately 120 vehicles. The rental cost for the additional parcel is \$1,800 per month or a maximum of \$5,400 for the period of February 1, 2013 through April 30, 2013.

In addition to the above fixed monthly rental costs, the NFTA will pay 15% of total gross revenues for all leased lots estimated not to exceed \$6,000.

The combined maximum cost is estimated at \$33,150.

BNIA has successfully utilized these lots with similar terms and conditions during the past few years. BNIA will maintain the premises and Standard Parking will provide shuttle service for the overflow parking customers.

**FUNDING:** Funding is available from the BNIA operating budget.

**“RESOLVED,** that the Board hereby authorizes Agreements with Ciminelli Real Estate Corporation for the rental of approximately 1.5 acres of land and GECCMC 2003-C1 Genesee Street, LLC for the rental of approximately 3.0 acres of land to accommodate customer parking overflows at the Buffalo Niagara International Airport, for the times and costs as described above; and

**BE IT FURTHER RESOLVED,** that the Executive Director, her designee and/or the Chairman, be and are hereby authorized to execute Agreements with Ciminelli Real Estate Corporation and GECCME 2003-C1 Genesee Street, LLC, for the time periods and costs as described above; and

**BE IT FURTHER RESOLVED,** that said Agreements shall include such additional terms, conditions and safeguards to the Authority as deemed appropriate by the General Counsel; and

**BE IT FURTHER RESOLVED,** that the Chief Financial Officer, be and she is hereby authorized to make payments under said Agreements upon certification by the Director, Aviation, that such payments are in order.”

**AVIATION:**

**3. D. (7) Authorization for Lease Agreement, Niagara Aerospace Museum, Inc., Old Terminal Building, NFIA**

**RECOMMENDATION:** Staff recommends that the Board authorize a Lease Agreement with Niagara Aerospace Museum, Inc. (NAM) for the leasing of approximately 14,230 square feet of space in the old terminal building at Niagara Falls International Airport for a term of two years commencing on December 1, 2012 with two one year renewal options at NFTA's sole discretion at a rental rate of \$2.25 per square foot per annum, plus utilities.

**INFORMATION:** NAM desires to lease approximately 14,230 square feet of space in the old terminal building at NFIA to display artifacts related to the aeronautical and aerospace history of the Niagara Frontier, including fixed and interactive displays, a small movie theater and gift shop. The total square footage will be measured based upon as built conditions. NAM will be responsible for all repairs and capital improvements to the building that may be necessary to commence its operations. The old terminal building has been vacant since the new terminal opened in December of 2008. The NFTA issued a request for proposal for the leasing of the old terminal in November of 2011 and received no responsive proposals. NAM expressed an interest in leasing a portion of the old terminal and the parties commenced negotiations. It is anticipated that the value of the capital improvements and repairs to the building will exceed \$25,000. NAM will be responsible for payment of the gas and electric used in their operations. NAM will be granted the use of curb side in front of the terminal for patron parking. The estimated annual rent is \$32,017.50. Rent will commence upon the earlier of the opening of the museum or May 1, 2013. With the Museum located next to the new terminal there is an opportunity for waiting as well as incoming passengers to visit the museum and be educated on the history of aviation on the Niagara Frontier and the area's rich aviation history.

**FUNDING:** No funding is necessary.

**“RESOLVED,** that the Board hereby authorizes a Lease Agreement with Niagara Aerospace Museum, Inc., for use of space at the old terminal building at Niagara Falls International Airport as described hereinabove; and

**BE IT FURTHER RESOLVED,** that the Executive Director, her designee and/or the Chairman, be and hereby are authorized to execute a Lease Agreement with Niagara Aerospace Museum, Inc., with terms and conditions as set forth above and as negotiated; and

**BE IT FURTHER RESOLVED,** that said Lease Agreement shall include such terms, conditions and safeguards to the Authority as deemed appropriate by the General Counsel.”

- 4. SURFACE TRANSPORTATION BUSINESS GROUP REPORT**
  - A. Surface Transportation Committee Report
  - B. Financial Update
  - C. Business Update
  - D. Resolutions

**Surface Transportation Resolutions**

- i. Niagara Frontier Transportation Authority, Acceptance of Surface Transportation Resolutions 4. D. (1) through 4. D. (3)
  - 1. Authorization for Agreement, Alternatives Analysis and Draft Environmental Impact Statement, Amherst-Buffalo Corridor, Metro
  - 2. Acceptance of Bid, Brake Drums, Metro
  - 3. Acceptance of Bid, Magnesium Chloride, LRRT

**SURFACE:**

**4. D. (i) Niagara Frontier Transportation Authority, Acceptance of Surface Transportation Resolutions 4. D. (1) through 4. D. (3)**

The Executive Director advised that Items 4. D. (1) through 4. D. (3) have been discussed with the Board of Commissioners of the NFTA, and the Board is unanimously in favor of all subject Resolutions.

Whereupon, it was moved by Commissioner Perry, seconded by Commissioner Wilcox, that the following Resolution be adopted:

**“RESOLVED, that the Resolutions of the Niagara Frontier Transportation Authority, identified as numbers 4. D. (1) through 4. D. (3) and dated November 26, 2012 as set forth herein, be and hereby are accepted and approved in their entirety.”**

**AYES: ZEMSKY, SLOMA, LEWIN, DEMAKOS, CROCE, GURNEY, HUGHES, PERRY, WILCOX**

**NOES: NONE**

**ADOPTED**

**SURFACE:**

4. D. (1) **Authorization for Agreement, AECOM USA, Inc., Alternatives Analysis and Draft Environmental Impact Statement, Amherst-Buffalo Corridor, Metro**

**RECOMMENDATION:** Staff recommends that the Board award the subject contract to the consultant, AECOM USA, Inc., for the lump sum amount of \$1,574,230.02.

**INFORMATION:** The Consultant services for this project will provide an Alternatives Analysis (AA) and Draft Environmental Impact Statement (DEIS) for the Amherst-Buffalo Corridor in accordance with the requirements of the Federal Transit Administration (FTA) New Starts program. The AA/DEIS shall provide sufficient detail and analysis so that FTA can evaluate the project.

Specifically, the objectives of the scope of work for this project are to:

- a. Complete an AA/DEIS on the Amherst-Buffalo corridor consistent with applicable FTA New Starts regulations and guidance. The new law, Moving Ahead for Progress in the 21<sup>st</sup> Century Act (MAP-21), became effective on October 1, 2012. The FTA is in the process of establishing guidance/regulations for implementing MAP-21. The consultant will adjust its scope of work as the FTA issues its rules.
- b. Develop a purpose and need statement in accordance with NEPA and the New York State Environmental Quality Review Act (SEQR).
- c. Identify and evaluate feasible transportation improvement alternatives, including the environmental impacts of the alternatives and potential mitigation, for addressing the purpose and need and identify a Locally Preferred Alternative (LPA) for the corridor.
- d. Develop and conduct an extensive public/stakeholder involvement and outreach plan, designed to gather public input, build confidence in the study and decision-making process, and arrive at a broad consensus on the LPA.
- e. Prepare a DEIS document for submission to FTA and to satisfy SEQR requirements.
- f. Coordinate with and seek FTA concurrence in each step of the AA and environmental review process.
- g. After conclusion of the DEIS comment period, the Consultant shall develop the Final Environmental Impact Statement (FEIS). The Consultant will develop the draft Record of Decision (ROD) based on the FEIS. The FTA will complete the ROD for notice in the Federal Register.

The consultant selection process was initiated by publically soliciting Request for Proposals, pursuant to FTA/NFTA procurement guidelines, from interested consulting teams on May 14, 2012. Technical Proposals were received on June 22, 2012. Presentations by the three consultants in the competitive range were made to the committee on August 23, 2012.

The consultant selection committee, consisting of Director of Engineering, Executive Director GBNRTC, Service Planning Manager, Project Manager and General Counsel, evaluated the

technical proposals and presentations. The proposals were evaluated on scope of work, task description, experience, management methods, organization of project, project personnel, and FTA circulars. The committee ranked the respondents in the following descending order of selection:

- AECOM USA, Inc.
- Parsons Brinckerhoff, Inc.
- URS
- Urban Engineers of New York
- Hatch Mott MacDonald
- KCI/TVGA

AECOM was evaluated as the highest ranked qualified technical proposer. Negotiations were conducted with AECOM to finalize the scope of work and cost. Their consultant team consists of the following three consulting firms:

1. Fitzgerald and Halliday, Inc. (DBE)
2. Wendel Duchscherer Architects & Engineers, P. C.
3. Watts Architectural and Engineering, P. C. (DBE)

The DBE participation for this project is 17.74%. The EEO/Diversity office has been briefed of the proposed DBE participation.

The results of negotiations are shown below.

	Initial Proposal	Negotiated Cost
Engineer's Estimate	\$1,460,000.00	\$1,460,000.00
AECOM	\$1,793,123.17	\$1,574,230.02

**FUNDING:** Funding for this project is included in account 12-0000000-3144-2-3408 with the following funding sources:

FTA	76.2%	\$1,200,000.00
NYSDOT	10%	\$ 157,423.00
NFTA	10%	\$ 157,423.00
88c	3.8%	<u>\$ 59,384.02</u>
	Total	\$1,574,230.02

**“RESOLVED**, that the Board hereby authorizes an Agreement with AECOM USA, Inc., for an Alternatives Analysis and Draft Environmental Impact Statement for the Amherst-Buffalo Corridor in accordance with the requirements of the Federal Transit Administration New Starts program for a lump sum of \$1,574,230.02; and

**BE IT FURTHER RESOLVED**, that the Executive Director, her designee and/or the Chairman, be and are hereby authorized to execute an Agreement with AECOM USA, Inc., for the total lump amount of \$1,574,230.02; and

**BE IT FURTHER RESOLVED**, that said Agreement shall include such additional terms, conditions and safeguards to the Authority as deemed appropriate by the General Counsel; and

**BE IT FURTHER RESOLVED**, that the Chief Financial Officer, be and she is hereby authorized to make payments under said Agreement upon certification by the Director, Engineering, that such payments are in order.”

**SURFACE:**

**4. D. (2) Acceptance of Bid, Daimler, Penn & MCI Parts, Brake Drums, Metro**

**RECOMMENDATION:** Staff recommends that the Board approve the lowest responsive bids submitted by Daimler, Penn and MCI Parts for the procurement of brake drums. The estimated annual procurement is \$152,311.07 for the period November 30, 2012 through December 1, 2015.

**INFORMATION:** Bus Maintenance requires replacement brake drums for the repair of heavy duty transit buses. This procurement will provide such parts and was publicly advertised in accordance with NFTA Procurement Guidelines. The bid analysis is attached.

**FUNDING:** Funding for this procurement is budgeted in 2013/2014 Inventory Account Number 2-00-0000-184-0010.

**“RESOLVED,** that the Board hereby authorizes the procurement of brake drums from Daimler, Penn and MCI Parts for an annual cost of \$152,311.07, as described above; and

**BE IT FURTHER RESOLVED,** that the Manager, Procurement, be and she is hereby authorized to issue Purchase Orders to Daimler, Penn and MCI Parts for the procurement of brake drums to be used as described hereinabove; and

**BE IT FURTHER RESOLVED,** that said Purchase Orders shall include such additional terms, conditions and safeguards to the Authority as deemed appropriate by the General Counsel; and

**BE IT FURTHER RESOLVED,** that the Chief Financial Officer, be and she is hereby authorized to make payments under said Purchase Order upon certification by the Director, Surface Transportation, that such payments are in order.”

**BID ANALYSIS**

**Bid Number: 4206**

**Brake Drums**

**Department: Inventory**

ITEM #	STOCK CODE	3 Year Total	AMP Los Angeles	Daimler Oriskany, NY	Gillig Hayward, CA	MCI Louisville, KY	Muncie Muncie, IN	NABI Delaware, OH	Penn Buffalo, NY	Prevoat Elgin, IL
1	33498	\$68,017.05	\$68,017.05	\$58,100.66	\$84,024.00	\$63,720.72	\$75,364.56	\$67,710.51	\$68,770.68	\$67,545.86
2	57356	\$109,665.60	\$109,665.60	\$88,962.07	\$109,145.66	\$114,261.84	\$101,569.66	\$109,592.30	\$87,358.66	\$119,675.73
3	9600047	\$22,915.20	\$22,915.20	\$19,679.30	\$27,536.54	\$17,326.39	\$26,029.84	\$22,935.14	\$23,294.70	\$25,046.54
4	9600225	\$12,548.80	\$12,548.80	\$10,787.23	\$16,034.98	\$12,658.97	\$18,266.78	\$12,571.35	\$13,439.71	\$13,728.33
5	76588	\$13,544.52	\$13,544.52	NQ	\$19,496.16	\$12,744.14	\$15,072.91	\$13,542.10	\$13,754.14	\$14,787.67
6	57364	\$25,188.53	\$25,188.53	\$19,480.83	\$33,250.18	\$24,326.02	\$34,706.45	\$25,194.58	\$19,245.60	\$27,511.44
7	9600048	\$40,519.89	\$40,519.89	\$34,766.26	\$45,207.94	\$31,824.07	\$45,458.86	\$40,517.90	\$43,317.65	\$44,247.60
8	9600155	\$235,648.05	\$235,648.05	\$202,198.62	\$268,852.62	\$221,192.56	\$266,082.15	\$235,639.45	\$246,313.78	\$235,074.66
9	76570	\$18,482.20	\$18,482.20	NQ	\$35,099.71	\$17,348.44	\$20,869.19	\$18,481.53	\$19,318.73	\$18,437.23

**SURFACE:**

4. D. (3) **Acceptance of Bid, Chemical Distributors, Inc., Magnesium Chloride, LRRT**

**RECOMMENDATION:** Staff recommends that the Board accept the bid submitted by Chemical Distributors Inc., Buffalo, New York, to purchase Magnesium Chloride for ice melting purposes. The term of the agreement will be one year commencing on December 1, 2012 and will be renewable for four additional one-year terms at the sole discretion of the NFTA. The cost is \$8,000.00 for the first year; \$8,400.00 year two; \$8,820.00 year three; \$9,260.00 year four; \$9,720.00 year five. The total for five years is \$44,200.00.

**INFORMATION:** Magnesium Chloride is used for ice melting purposes on sidewalks for the 15 Metro Rail stations. It was chosen for the low electrical conductivity and low-level corrosion.

Bid No. 4237 was issued pursuant to NFTA Procurement Guidelines requesting a multi-year contract from a vendor to provide Magnesium Chloride at the lowest cost. Chemical Distributors Inc. is the low bidder for Magnesium Chloride. They will supply the product on an as-needed basis.

**FUNDING:** Funding is included in the Metro Rail operating budget.

**“RESOLVED**, that the Board hereby accepts the bid submitted by Chemical Distributors, Inc., and authorizes the procurement of magnesium chloride for ice melting purposes for a total five year cost of \$44,200.00; and

**BE IT FURTHER RESOLVED**, that the Manager, Procurement, be and she is hereby authorized to issue Purchase Orders to Chemical Distributors, Inc., for the procurement of magnesium chloride to be used as described hereinabove; and

**BE IT FURTHER RESOLVED**, that said Purchase Orders shall include such additional terms, conditions and safeguards to the Authority as deemed appropriate by the General Counsel; and

**BE IT FURTHER RESOLVED**, that the Chief Financial Officer, be and she is hereby authorized to make payments under said Purchase Orders upon certification by the Director, Surface Transportation, that such payments are in order.”





- 5. PROPERTY/RISK MANAGEMENT GROUP REPORT**
  - A. Property/Risk Management Committee Report**
  - B. Financial Update**
  - C. Business Update**
  - D. Resolutions**

**Property/Risk Management Resolutions**

- I. Authorization for Lease Agreement, Tina's Freight, Inc., 247 Cayuga Road

**PROPERTY:**

5. D. (1) **Authorization for Lease Agreement, Tina's Freight, Inc., 247 Cayuga Road**

**RECOMMENDATION:** Staff recommends that the Board authorize a lease agreement with Tina's Freight, Inc. (Amanda Bitar, Vice President) for office space at 247 Cayuga Road.

**INFORMATION:** Tina's Freight would lease 655 square feet of class C office space at a rental rate of \$10 per square foot, or \$6,550 per year, with an annual escalator of 3%. The term of the lease is five years beginning December 1, 2012 and ending November 30, 2017.

**FUNDING:** No funding is necessary.

Whereupon, it was moved by Commissioner Hughes, seconded by Commissioner Demakos, that the following Resolutions be adopted:

**"RESOLVED,** that the Board hereby authorizes a Lease Agreement with Tina's Freight, Inc., for use of space at 247 Cayuga Road as described hereinabove; and

**BE IT FURTHER RESOLVED,** that the Executive Director, her designee and/or the Chairman, be and hereby are authorized to execute a Lease Agreement with Tina's Freight, Inc., with terms and conditions as set forth above and as negotiated; and

**BE IT FURTHER RESOLVED,** that said Lease Agreement shall include such terms, conditions and safeguards to the Authority as deemed appropriate by the General Counsel."

**AYES: ZEMSKY, SLOMA, LEWIN, DEMAKOS, CROCE, GURNEY, HUGHES, PERRY, WILCOX**

**NOES: NONE**

6. General Counsel Report – None
7. Executive Session - None
8. Adjournment

At approximately 1:00 p.m., the Chairman indicated that there was no further business coming before the Board, whereupon it was moved by Commissioner Lewin, seconded by Commissioner Hughes, and unanimously approved that the Regular Meeting of the Niagara Frontier Transportation Authority and Niagara Frontier Transit Metro System, Inc. be adjourned.

**AYES: ZEMSKY, SLOMA, LEWIN, DEMAKOS, CROCE,  
GURNEY, HUGHES, PERRY, WILCOX**

**NOES: NONE**

