



Niagara Frontier Transportation Authority
Serving Buffalo Niagara

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December 21, 2010

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, is a copy of the Minutes from the Niagara Frontier Transportation Authority's Board Meeting held on November 22, 2010.

Very truly yours,

Vicky-Marie J. Brunette
Acting General Counsel

VJB/mm
Enc.

IM-7
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**NIAGARA FRONTIER TRANSPORTATION AUTHORITY
NIAGARA FRONTIER TRANSIT METRO SYSTEM, INC.
REGULAR BOARD MEETING
November 22, 2010
MINUTES**

1.
 - A. **CALL TO ORDER**
 - B. **APPROVAL OF MINUTES**
 - C. **SPECIAL BUSINESS**

2. **NFTA CORPORATE REPORT**
 - A. Executive Director's Report
 - B. Committee Reports
 - (1) Audit and Governance Committee
 - (2) Human Resources Committee - None
 - C. Consolidated Financial
 - D. Corporate Resolutions
 - i. Niagara Frontier Transportation Authority, Acceptance of Corporate Resolutions 2. D. (1) through 2. D. (5)

 1. Authorization for NYSDOT Aviation Capital Project Grant Agreement K006862, Supplemental Agreement No. 3, PIN Nos. 5902.07 through 5902.11
 2. Authorization for Agreement, National Institute of Standards and Technology, Design of Regional Surveillance Center
 3. Authorization for NYSDOT Mass Transportation Capital Project Grant Agreement, Contract No. K006751, Supplemental Agreement No. 8, PIN Nos. 5823.02 through 5823.16
 4. Authorization for Settlement, Ada Smith v. Niagara Frontier Transit Metro System, Inc. and Luba Peczonczyk
 5. Authorization for Settlement, Jennifer Moretto v. Niagara Frontier Transportation Authority and Niagara Frontier Transit Metro System, Inc.
 6. Authorization for Agreement, Toski, Schaefer & Co., P.C., Independent Auditing Services

3. **AVIATION BUSINESS GROUP REPORT**
 - A. Aviation Committee Report
 - B. Financial Update
 - C. Business Update
 - D. Aviation Resolutions
 - i. Niagara Frontier Transportation Authority, Acceptance of Aviation Resolutions 3. D. (1) through 3. D. (7)

 1. Authorization for Supplement No. 1, Clough Harbour & Associates, LLP, BNIA-CCR/Electrical Distribution System Upgrade-Electrical Vault, BNIA

2. Authorization for Change Order No. 1, Frey Electric Construction Company, Fire Alarm & Security System Upgrade, Phase I, BNIA
3. Authorization for Change Order No. 16 and Final, LP Ciminelli Construction Corporation, Automatic Baggage System, BNIA
4. Acceptance of Bid, Gernatt Asphalt Products, Inc., Procurement of Special Grade Runway Sand, BNIA
5. Acceptance of Bid, Modern Disposal Services, Garbage Compactor Rental and Pickup Service, BNIA
6. Authorization for Agreement, Schindler Elevator Corporation, Elevator/Escalator Maintenance, BNIA and NFIA
7. Authorization for Use and Lease Agreement, NFIA

4. **SURFACE TRANSPORTATION BUSINESS GROUP REPORT**

- A. Surface Transportation Committee Report
- B. Financial Update
- C. Business Update
- D. Surface Transportation Resolutions
 - i. Niagara Frontier Transportation Authority, Acceptance of Surface Transportation Resolutions 4. D. (1) through 4. D. (4)
 1. Authorization for Supplemental Agreement No. 2, Gillig LLP, Procurement of Thirteen Hybrid Transit Buses
 2. Acceptance of Bid, Durose Manufacturing Limited, Truck Frame Fabrication, LRRT-LRV Midlife Rebuild
 3. Authorization for Agreement, University at Buffalo, Park and Ride Facilities and Metro Rail Pass Program
 4. Authorization for Lease Agreement, Xerox Corporation, High Volume Copier, NFTA

5. **PROPERTY RISK/MANAGEMENT GROUP REPORT**

- A. Property/Risk Management Committee Report
- B. Financial Update
- C. Business Update
- D. Property Development Resolutions
 - i. Niagara Frontier Transportation Authority, Acceptance of Property/Risk Management Resolutions 5. D. (1) through 5. D. (3)
 1. Authorization for License Agreement, FLW Outdoor American Fishing Series and College Fishing Tournaments, NFTA Boat Harbor
 2. Authorization for Lease Amendment, Acme Screenprinting, LLC, 247 Cayuga Road

3. Authorization for Lease Amendment, Winon USA, Inc., 247 Cayuga Road

- 6. **GENERAL COUNSEL'S REPORT - NONE**
- 7. **EXECUTIVE SESSION - WRITTEN**
- 8. **ADJOURNMENT**

1. CALL TO ORDER

A. Meeting Called to Order

Acting Chairman Sloma called the meeting to order at approximately 12:30 p.m.

B. Approval of Minutes of the NFTA Board Meeting held on October 25, 2010

It was moved by Commissioner Lewin, seconded by Commissioner Zemsky, that the Minutes of the October 25, 2010, Regular Meeting of the Niagara Frontier Transportation Authority and Niagara Frontier Transit Metro System, Inc., be accepted and approved.

AYES: SLOMA, DEMAKOS, LEWIN, CROCE, EAGAN, GRANTO, HELFER, HUGHES, ZEMSKY

NOES: NONE

- 2. NFTA CORPORATE REPORT**
 - A. Executive Director's Report
 - B. Committee Reports
 - (1) Audit and Governance Committee
 - (2) Human Resources Committee
 - C. Consolidated Financial Report
 - D. Resolutions

Corporate Resolutions

- i. Niagara Frontier Transportation Authority, Acceptance of Corporate Resolutions 2. D. (1) through 2. D. (5)
1. Authorization for NYSDOT Aviation Capital Project Grant Agreement K006862, Supplemental Agreement No. 3, PIN Nos. 5902.07 through 5902.11
2. Authorization for Agreement, National Institute of Standards and Technology, Design of Regional Surveillance Center
3. Authorization for NYSDOT Mass Transportation Capital Project Grant Agreement, Contract No. K006751, Supplemental Agreement No. 8, PIN Nos. 5823.02 through 5823.16
4. Authorization for Settlement, Ada Smith v. Niagara Frontier Transit Metro System, Inc. and Luba Peczonczyk
5. Authorization for Settlement, Jennifer Moretto v. Niagara Frontier Transportation Authority and Niagara Frontier Transit Metro System, Inc.
6. Authorization for Agreement, Toski, Schaefer & Co., P.C., Independent Auditing Services

CORPORATE:

**2. D. (i) Niagara Frontier Transportation Authority, Acceptance
of Corporate Resolutions 2. D. (1) through 2. D. (5)**

The Executive Director advised that Items 2. D. (1) through 2. D. (5) 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 Granto, seconded by Commissioner Hughes, that the following Resolution be adopted:

“RESOLVED, that the Resolutions of the Niagara Frontier Transportation Authority, identified as numbers 2. D. (1) through 2. D. (5) and dated November 22 , 2010 as set forth herein, be and hereby are accepted and approved in their entirety.”

AYES: SLOMA, DEMAKOS, LEWIN, CROCE, EAGAN, GRANTO, HELFER,
HUGHES, ZEMSKY

NOES: NONE

ADOPTED

CORPORATE:

2. D. (1) **Authorization for NYSDOT Aviation Capital Project Grant Agreement K006862, Supplemental Agreement No. 3, PIN Nos. 5902.07 through 5902.11**

RECOMMENDATION: The Audit and Governance Committee has reviewed this item and recommends that the Board authorize acceptance and execution of a Supplemental Agreement No. 3, in the amount of \$400,390.00, to the Aviation Capital Project Grant Agreement, K006862, with the New York State Department of Transportation (NYSDOT).

INFORMATION: Supplemental Agreement No. 3 amends Contract No. K006862 by providing the funding allocations of \$1,782 to perform a Wildlife Hazard Assessment at the Niagara Falls International Airport (NFIA), \$2,001 to perform Obstruction Removal for Part 77 Surface Penetrations, Phase II at NFIA, \$5,654 for the construction of the New Passenger Terminal at NFIA, \$21,537 for Passenger Boarding Bridge Procurement at the Passenger Terminal at NFIA, and \$369,416 to improve the Safety Area for Runway 6-24 at NFIA.

Supplemental Agreement No. 3 provides the NFTA with the NYSDOT funding matches identified in the Airport Improvement Program Capital Project Agreements Nos. 3-36-0086-33-10, 3-36-0086-34-10, 3-36-0086-35-10, 3-36-0086-36-10, and 3-36-0086-37-10 with the Federal Aviation Administration.

FUNDING: Funding associated with the projects and the NYS shares provided by Supplemental Agreement No. 3 is as follows:

<u>PIN</u>	<u>Project</u>	<u>Total Cost</u>	<u>Fed. Share</u>	<u>State Share</u>	<u>PFC Share</u>
5902.07	Perform Wildlife Hazard Assessment, NFIA, AIP 3-36-0086-33-10	\$71,296	\$67,731	\$1,782	\$1,782
5902.08	Obstruction Removal for Part 77 Surface Penetrations, Phase II, NFIA AIP 3-36-0086-34-10	\$80,060	\$76,057	\$2,001	\$2,001
5902.09	Construction of the New Passenger Terminal, NFIA AIP 3-36-0086-35-10	\$226,160	\$214,852	\$5,654	\$5,654
5902.10	Boarding Bridge Procurement at the Passenger Terminal, NFIA AIP 3-36-0086-36-10	\$861,473	\$818,399	\$21,537	\$21,537

5902.11	Improve the Safety Area for Runway 6-24, NFIA AIP 3-36-0086-37-10	\$14,776,629	\$14,037,797	\$369,416	\$369,416
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"RESOLVED, that the Board hereby authorizes acceptance of Aviation Capital Project Grant Agreement K006862 Supplemental Agreement No. 3, PIN Nos. 5902.07 through 5902.11, with the New York State Department of Transportation for the projects as described hereinabove; and

BE IT FURTHER RESOLVED, that the Executive Director, his designee and/or the Chairman, be and hereby are authorized to execute Aviation Capital Project Grant Agreement K006862 Supplemental Agreement No. 3, PIN Nos. 5902.07 through 5902.11, with the New York State Department of Transportation in the amount of \$400,390.00 for the projects as described hereinabove; and

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

CORPORATE:

2. D. (2) Authorization for Agreement, National Institute of Standards and Technology, Design of Regional Surveillance Center

RECOMMENDATION: The Audit and Governance Committee has reviewed this item and recommends that the Board authorize an agreement between the NFTA and the National Institute of Standards and Technology (NIST) to design and provide integration of advanced technologies for a Regional inter-agency Surveillance Center (RiSC) as a scalable demonstration project for the Department of Homeland Security (DHS). The total amount for this portion of the project is \$450,000. The total project budget is \$1,341,497.

INFORMATION: The NFTA requested and received grant funding to build a centralized monitoring center that would allow us to integrate all existing and future NFTA surveillance feeds into one location. This center was to include video analytics that would alarm on predefined security incidents. DHS has since requested that this center be identified as a scalable demonstration project and provide for the partnering of multiple agencies to make it a regional asset. To achieve this DHS has provided the NFTA with funding in the amount of \$691,497 through the Transit Security Grant Program. In addition to this, TSA has provided a total of \$3,358,573 to install an Advanced Perimeter Security (APS) system at BNIA that includes \$300,000 to be used in this project. That funding was awarded based on the integration of the BNIA surveillance information into the RiSC.

The National Institute of Standards and Technology (NIST) is the nation's innovation agency. Founded in 1901, NIST is a non-regulatory federal agency within the U.S. Department of Commerce. NIST has many partners in executing their mission, including the US Navy's Space & Naval Warfare (SPAWAR) Systems Center, the Navy's premier science & technology research laboratory for Information Technology. SPAWAR is a Department of Defense (DoD) entity that can provide the latest technologies that are being used in military applications but have not been tried in civilian settings. NIST has partnered with the Space and Naval Warfare Systems Center (SPAWAR) to design and develop this center.

This project is considered the first phase of the overall RiSC project. Once this phase is complete the infrastructure will be in place to start the inclusion of surveillance feeds from other agencies. It is anticipated that DHS will provide additional funding for the ensuing phases from multiple Homeland Security grant sources.

SPAWAR will provide the advanced technologies that are presently being used by the DoD and are not available in the civilian market. These technologies will include software that will provide advanced video analytics, integration of multiple surveillance systems, and secure communications systems that will allow for the sharing of real-time information to multiple Homeland Security and Law Enforcement agencies that will present a Common Operating Picture (COP) for all.

This project will be broken down into three parts. The first will be the design. SPAWAR will provide the design since they are uniquely qualified to do this and possess the technologies that are not available elsewhere. They were selected by DHS based on these qualifications.

Once the design is complete, the actual purchasing and installation of the equipment will be bid as a separate Board Action. Funding is already in place for this portion of the project through the Transit Security Grant program.

Once the successful contractor has completed the build-out as specified in the design, SPAWAR will begin to integrate all of the NFTA surveillance systems together and install and configure the software. During this process NIST will begin to develop the national standards for the implementation and operation of Regional Surveillance centers.

FUNDING: Funding for this design and integration is funded by Account No. 12-0000000-3209-21048. The source of funding is as follows:

74% DHS (Including 52% TSGP and 22% TSA)
26% NFTA

“RESOLVED, that the Board hereby authorizes an Agreement with the National Institute of Standards and Technology for the design and integration of the Regional inter-Agency Surveillance Center; and

BE IT FURTHER RESOLVED, that the Executive Director, his designee and/or the Chairman be and hereby are authorized to enter into an Agreement with the National Institute of Standards and Technology for the design and integrating of the Regional inter-Agency Surveillance Center in the amount of \$450,000; and

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

BE IT FURTHER RESOLVED, that the Chief Financial Officer be authorized to make payments under said Agreement, upon certification by the Director, HSEQ or her designee, that such payments are in order.”

CORPORATE:

2. D. (3) **Authorization for NYSDOT Mass Transportation Capital Project Agreement, Contract No. K006751, Supplemental Agreement No. 8, PIN Nos. 5823.02 through 5823.16**

RECOMMENDATION: The Audit and Governance Committee has reviewed this item and recommends that the Board authorize the Executive Director to execute New York State Department of Transportation (NYSDOT) Mass Transportation Capital Project Agreement, Contract No. K006751, Supplemental Agreement No. 8, in the amount of \$1,816,161.

INFORMATION: The NYSDOT Mass Transportation Capital Project Agreement, Contract No. K006751 Supplemental Agreement No. 8, consists of PIN Nos. 5823.02 through 5823.16 which will provide one-half (10%) of the non-federal share to the following projects: Federal Transit Administration (FTA) Project NY-04-0057 for the Purchase of One Hybrid Bus and NY-90-X643 for Metro Rail Tactile Strip and Gap Reduction, Metro Rail Fire Detection and System Intrusion, Metro Rail Train Control and SCADA Replacement, Metro Rail Train Control Carborne ATP System, Annual Preventive Maintenance and Operating Assistance for ADA Paratransit Service, Employee Education Training, Project Administration, Purchase of Bus Shelters, Real Time Information Signs, Associated Capital Maintenance Items, Acquire Support Vehicles, Acquire Miscellaneous Support Equipment, and Data Communications Components.

FUNDING: Funding for the above-cited projects is structured as follows:

NYSDOT Mass Transportation Agreement, Contract No. K006751, Supplemental Agreement No. 8

<u>PIN</u>	<u>Project Description</u>	<u>Total Amount</u>	<u>Federal Share</u>	<u>State Share</u>	<u>Local Share</u>
5823.02	Purchase of One Hybrid Bus	\$593,750	\$475,000	\$59,375	\$59,375
5823.03	Metro Rail – Tactile Strip & Gap Reduction	\$70,000	\$56,000	\$7,000	\$7,000
5823.04	Metro Rail – Fire Detection and System Intrusion	\$1,015,000	\$812,000	\$101,500	\$101,500
5823.05	Metro Rail – Train Control & SCADA Replacement	\$291,895	\$233,516	\$29,190	\$29,190
5823.06	Metro Rail – Train Control Carborne ATP System	\$347,106	\$277,685	\$34,711	\$34,711
5823.07	Preventive Maintenance	\$12,013,776	\$9,611,021	\$1,201,378	\$1,201,378

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5823.08	Operating Assistance for ADA Paratransit Service	\$2,125,000	\$1,700,000	\$212,500	\$212,500
5823.09	Employee Education Training	\$75,000	\$60,000	\$7,500	\$7,500
5823.10	Project Administration	\$198,998	\$159,198	\$19,900	\$19,900
5823.11	Purchase Bus Shelters	\$169,279	\$135,423	\$16,928	\$16,928
5823.12	Real Time Information Signs	\$60,000	\$48,000	\$6,000	\$6,000
5823.13	Buy Associated Capital Maintenance Items	\$430,768	\$344,614	\$43,077	\$43,077
5823.14	Acquire Support Vehicles	\$400,000	\$320,000	\$40,000	\$40,000
5823.15	Acquire Miscellaneous Support Equipment	\$281,040	\$224,832	\$28,104	\$28,104
5823.16	Data Communications Components	\$90,000	\$72,000	\$9,000	\$9,000

Agreement Total: \$18,161,611 \$14,529,289 \$1,816,161 \$1,816,161

“RESOLVED, that the Board hereby authorizes acceptance of Mass Transportation Capital Project Grant Agreement K006751, Supplemental Agreement No. 8, PIN Nos. 5823.02 through 5823.16, with the New York State Department of Transportation for the projects as described hereinabove; and

BE IT FURTHER RESOLVED, that the Executive Director, his designee and/or the Chairman, be and hereby are authorized to execute Mass Transportation Capital Project Grant Agreement K006751 Supplemental Agreement No. 8, PIN Nos. 5823.02 through 5823.16, with the New York State Department of Transportation in the amount of \$1,816,161 for the projects as described hereinabove; and

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

CORPORATE:

2. D. (4) Authorization for Arbitration Award, Ada Smith v. Niagara Frontier Transit Metro System, Inc. and Luba Peczonczyk

RECOMMENDATION: The Audit and Governance Committee has reviewed this item and recommends that the Board authorize payment of the arbitration award of \$105,000 in the matter of Ada Smith v. Niagara Frontier Transit Metro System, Inc. and Luba Peczonczyk.

INFORMATION: This action arises out of a motor vehicle accident that occurred on March 18, 2008 at approximately 10:00 a.m. on South Park Avenue near the Lackawanna Victory Transportation Center. The plaintiff, then 76 year-old, Ada Smith, was the owner and operator of a 2001 Altima traveling south on South Park Avenue. Ms. Smith testified at deposition and arbitration that, as she passed the exit driveway of the bus loop, a bus pulled out and made a left turn onto South Park Avenue and struck the rear driver side of her car. She was thrown to the right upon impact. She further testified that she overheard the bus operator admit that she had not seen the Smith vehicle prior to pulling into traffic.

The bus operator testified that she was operating a #36 line bus on the date in question. Prior to commencing a left turn onto South Park Avenue, she looked north and south and saw that traffic was clear. As she pulled into the southbound lane, the right front bumper of the bus struck the left rear door of the Smith vehicle, near the wheel well. The bus operator testified that she did not know where the vehicle came from. The bus was equipped with a digital video surveillance system and the video was timely requested; however, video retrieval reported there was a six day scheduling delay in pulling the DVR unit for download and, as a result, the video was no longer available.

After the accident, Ms. Smith reported to Mercy Ambulatory Care Center where she was treated for left shoulder and neck complaints. She followed up with her primary care physician. Continued complaints led to an MRI on August 7, 2008, which revealed a left rotator cuff tear. On January 15, 2009, she underwent a left shoulder arthroscopic rotator cuff repair with labral debridement.

The plaintiff testified at the arbitration that she was very independent before the shoulder injury, but she now has difficulty doing yard work and housework. In addition, she testified that she no longer participates in activities at the senior center that she enjoyed prior to the accident, has difficulty sleeping, rarely drives her car more than a few miles from her home and often does not leave the house at all. She has no prior history of injury to her left shoulder or cervical spine. Ms. Smith was retired at the time of the accident; therefore, there is no wage claim.

This case proceeded to binding arbitration before Michael Dixon, Esq. on October 27, 2010. The arbitrator awarded Ms. Smith \$105,000 for her past and future pain and suffering and loss of enjoyment of life.

FUNDING: Provided by NFT Metro System, Inc. through Self-Insurance Reserves.

"RESOLVED, that the Board hereby authorizes payment of the settlement amount of \$105,000 in the matter concerning the accident which occurred on March 18, 2008; and

BE IT FURTHER RESOLVED, that the Executive Director, his designee, and/or the Chairman be and hereby are authorized to execute such payments as necessary to resolve the matter of Ada Smith v. Niagara Frontier Transit Metro System, Inc. and Luba Peczonczyk, said authorization providing for payments in the not-to-exceed amount of \$105,000; 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 General Counsel, that such payments are in order."

CORPORATE:

2. D. (5) Authorization for Settlement, Jennifer Moretto v. Niagara Frontier Transportation Authority and Niagara Frontier Transit Metro System, Inc.

RECOMMENDATION: The Audit and Governance Committee has reviewed this item and recommends that the Board authorize payment of the settlement amount of \$400,000 in the matter of Jennifer Moretto v. Niagara Frontier Transportation Authority and Niagara Frontier Transit Metro System, Inc.

INFORMATION: This action arises out of an accident that occurred on September 21, 2000, at approximately 7:30 a.m. at the corner of Douglas Street and East Niagara Street in Tonawanda, New York. The plaintiff, then 32-year-old Jennifer Moretto, testified at deposition that she boarded a Paratransit Access Line (PAL) van at her home at 32 Douglas Street. Ms. Moretto testified that she utilized the PAL service to travel to and from work and had been doing so for approximately five years prior to the incident in question. Ms. Moretto has suffered from Cerebral Palsy since birth and, although not completely wheelchair bound, primarily used a wheelchair to get to and from work. After boarding the PAL van, the bus operator assisted her with strapping her wheelchair to the floor of the van. As the van continued on its route and made a quick right turn onto East Niagara from Douglas, Ms. Moretto's wheelchair tipped backwards and she struck her head hard on the floor of the van and landed on her back. After the operator came to her assistance and righted her wheelchair, Ms. Moretto noticed that the straps were not secured to the front wheels of the wheelchair.

After the accident, the bus operator reported that she secured the back wheels of the wheelchair and attached the seatbelt, but mistakenly forgot to secure the straps to the front wheels of the wheelchair. She further confirmed that the wheelchair tipped backwards as she made a right turn off Douglas onto East Niagara. Pursuant to the plaintiff's request, the bus operator returned Ms. Moretto to her home.

The plaintiff reported to the emergency room at Buffalo General Hospital later that day where she was treated for a head injury and was released. She continued treatment with her primary care physician for persistent headaches. Subsequent treatment focused on the neck area. An MRI conducted on December 13, 2000 revealed advanced disc disease with a C5-6, C6-7 disc protrusion indenting the ventral margin of the spinal cord. Continued complaints of pain in the cervical spine over the next two years that failed to improve with conservative treatment led her treating orthopedist to recommend surgical intervention. On April 22, 2003, the plaintiff underwent anterior cervical decompression and fusion with an iliac crest bone graft of the C5-6, C6-7 discs.

The plaintiff underwent an independent medical examination at the behest of Metro. The orthopedic surgeon who examined Ms. Moretto confirmed degenerative disc disease with associated degenerative arthritis of the cervical spine predominantly involving C4 through C7. He further reported that although the plaintiff had degenerative changes present in the cervical spine prior to the injury of September 21, 2000, she was asymptomatic with respect to the neck

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until the accident. He opined that the injury she sustained aggravated a pre-existing condition and because the aggravation had existed for over two years, he felt there was permanency with respect to the injury. The orthopedist also reported that surgical intervention was appropriate and related to the injury.

The plaintiff was employed by the Adam's Mark Hotel as a personnel assistant at the time of the accident. Initially, she was off work from September 21, 2000 through February of 2001. She returned to work until June of 2001, at which time she was physically unable to perform her job duties. She has not returned to work since that time due to the injuries sustained in the accident. She earned approximately \$5.50 per hour and worked 30 hours per week. Due to the Cerebral Palsy, the plaintiff collected SSI benefits in addition to her salary at the Adam's Mark Hotel.

Prior to the accident, the plaintiff was able to walk around the house and up to two blocks without use of the wheelchair. Since the accident, she has been unable to use her crutches for anything but getting into and out of bed. In addition, she now requires the assistance of a personal care aid to help with dressing and undressing in the morning and evening. Social activities such as shopping and going to the movies have also been restricted due to her neck pain and discomfort.

Plaintiff's counsel made an initial settlement demand of \$1,200,000, which reflected a claim for past and future lost wages, past and future pain and suffering and future medical expenses. We were able to negotiate a settlement of \$400,000, subject to Board approval.

FUNDING: Provided by NFT Metro System, Inc. through Self-Insurance Reserves.

“RESOLVED, that the Board hereby authorizes payment of the settlement amount of \$400,000 in the matter concerning the accident which occurred on September 21, 2000; and

BE IT FURTHER RESOLVED, that the Executive Director, his designee, and/or the Chairman be and hereby are authorized to execute such payments as necessary to resolve the matter of Jennifer Moretto v. Niagara Frontier Transportation Authority and Niagara Frontier Transit Metro System, Inc., said authorization providing for payments in the not-to-exceed amount of \$400,000; 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 General Counsel, that such payments are in order.”

CORPORATE:

2. D. (6) **Authorization for Agreement, Toski, Schaefer & Co., P.C.,
Independent Auditing Services**

RECOMMENDATION: The Audit & Governance Committee has reviewed this item and recommends that the Board authorize an Agreement with Toski, Schaefer & Co., P.C., to serve as independent accountant for the three fiscal periods ending March 31, 2011, 2012 and 2013 at the respective annual fees of \$78,500, \$78,500 and \$78,500. This includes a fee for the attestation requirement mandated by the Model Governance Principles. The proposed agreement includes an option, exercisable by the Authority, providing for accountant's services for the two one-year fiscal periods ending March 31, 2014 and 2015 at the respective annual fees of \$78,500 and \$78,500.

INFORMATION: The Authority's present contract for independent auditing services provides for completion of financial statements for the fiscal year ending March 31, 2010. A request for proposal (RFP) was prepared with eight firms responding to the RFP. They are as follows:

- Blue & Company
- The Bonadio Group
- Brock, Schechter & Polakoff
- Drescher & Malecki LLP
- Freed, Maxick & Battaglia
- Lumsden & McCormick, LLP
- Toski, Schaefer & Co., P.C.
- Trononi Segarra & Associates

The selection committee, comprised of the Chief Financial Officer, Director of Internal Audit, Manager of Procurement, Manager of Accounting Services, Supervisor of Metro Accounting, and the NFTA Senior Accountant, reviewed the proposals based on the following criteria:

	<u>Percent (%)</u>
Expertise and Experience	40
Audit Approach	30
Price	<u>30</u>
	100

The total score (100 maximum percentage) was used to determine the firms selected for further consideration. The selection committee recommended four firms, The Bonadio Group, Drescher & Malecki LLP, Lumsden & McCormick, LLP and Toski, Schaefer & Co., P.C. to the Audit and Governance Committee.

These firms were invited to the Audit & Governance Committee meeting held on November 18, 2010 for a short presentation of their respective proposals. Upon review of the proposals and the presentations by the proposers, the Audit & Governance Committee requested additional DBE information and deferred the decision to the full Board meeting. The Board unanimously

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recommended awarding the contract to Toski, Schaefer & Co., P.C. based on strong experience and expertise in government areas.

Toski, Schaefer & Co., P.C. possesses the experience and resources required to conduct annual audits of books and records as mandated by law governing public authorities, at a cost deemed fair and reasonable.

FUNDING: Funding is included in the NFTA's annual operating budget under account numbers 1-39-0015-519-2000 and 2-39-0032-571-0367.

Whereupon, it was moved by Commissioner Helfer, seconded by Commissioner Eagan, that the following resolutions be adopted:

"RESOLVED, that the Board hereby approves the selection of Toski, Schaefer & Co., P.C. to serve as independent accountant for the Authority as described hereinabove for three fiscal periods beginning April 1, 2011 through March 31, 2013; and

BE IT FURTHER RESOLVED, that the Executive Director, his designee and/or the Chairman be and hereby are authorized to execute an Agreement with Toski, Schaefer & Co., P.C. for the provision of independent auditing and accounting services to the Authority for three fiscal periods beginning April 1, 2011 through March 31, 2013 at the respective annual fees of \$78,500, \$78,500 and \$78,500; and

BE IT FURTHER RESOLVED, that upon satisfactory performance of services by Toski, Schaefer & Co., P.C., and continued need for such services, said Agreement shall contain two one-year renewal options at the sole discretion of the Authority as set forth above and as negotiated; and

BE IT FURTHER RESOLVED, that said Agreement and any renewal Agreements shall include such 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, Internal Auditing, that such payments are in order."

AYES: SLOMA, LEWIN, CROCE, EAGAN, GRANTO, HELFER, HUGHES, ZEMSKY

ABSTENSION: DEMAKOS

NOES: NONE

ADOPTED

3. AVIATION BUSINESS GROUP REPORT

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

Aviation Resolutions

- i. Niagara Frontier Transportation Authority, Acceptance of Aviation Resolutions 3. D. (1) through 3 D. (7)
- 1. Authorization for Supplement No. 1, Clough Harbour & Associates, LLP BNIA-CCR/Electrical Distribution System Upgrade-Electrical Vault, BNIA
- 2. Authorization for Change Order No. 16 and Final, LP Ciminelli Construction Corporation, Automatic Baggage System, BNIA
- 3. Authorization for Change Order No. 1, Frey Electric Construction Company, Fire Alarm & Security System Upgrade, Phase I, BNIA
- 4. Acceptance of Bid, Gernatt Asphalt Products, Inc., Procurement of Special Grade Runway Sand, BNIA
- 5. Acceptance of Bid, Modern Disposal Services, Garbage Compactor Rental and Pickup Service, BNIA
- 6. Authorization for Agreement, Schindler Elevator Corporation, Elevator/Escalator Maintenance, BNIA and NFIA
- 7. Authorization for Use and Lease Agreement, 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 Eagan, seconded by Commissioner Zemsky, 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 22, 2010 as set forth herein, be and hereby are accepted and approved in their entirety.”

AYES: SLOMA, DEMAKOS, LEWIN, CROCE, EAGAN, GRANTO, HELFER,
HUGHES, ZEMSKY

NOES: NONE

ADOPTED

AVIATION:

3. D. (1) **Authorization for Supplement No. 1, Clough Harbour & Associates, LLP, BNIA- CCR/Electrical Distribution System Upgrade-Electrical Vault, BNIA**

RECOMMENDATION: The Aviation Committee has reviewed this item and recommends that the Board approve Supplement No. 1 for an amount not-to-exceed \$25,505.18 with term consultant Clough Harbour & Associates, LLP, for design support services for construction monitoring for the BNIA - CCR/Electrical Distribution System Upgrade – Electrical Vault, NFTA Project No. 11BM0918.

INFORMATION: The design support services to be provided under Clough Harbour & Associates' term contract will include meeting attendance, schedule, shop drawing, product submittal review, assistance in the preparation of change orders, testing and final commissioning services, engineering consultation, and preparation of record drawing CAD files. The total project duration is 180 calendar days. Clough Harbour provided the design services for this project.

In response to the Engineer's request, Clough Harbour & Associates, LLP, submitted a proposal to perform design support services for the Authority's internal construction monitoring effort. Their detailed, task-specific manpower plan and direct cost breakdown was reviewed by the Authority's Engineer and returned for revision. Subsequent negotiations resulted in agreement upon \$25,505.18 as the final cost of this term contract assignment, representing acceptable direct labor rates, overhead and fixed fee in accordance with the term contract.

Original Proposal	\$31,872.34
Engineer's Estimate	\$26,632.50
Final Negotiated Amount	\$25,505.18

Board approval is required because Clough Harbour & Associates' contracts exceed the \$100,000 level for this fiscal year. The total amount of contracts awarded to date is \$119,320.

FUNDING: Funding awarded to date is contained in the BNIA Capital Budget account No. 1200000003113-22512 and is provided as follows:

75.0 % FAA (Grant # 3-36-0009-75-10)	\$19,128.88
12.5 % NYSDOT (PIN # Pending)	\$ 3,188.15
12.5 % PFC Application Pending	<u>\$ 3,188.15</u>
Total	\$25,505.18

"RESOLVED, that the Board hereby authorizes Supplement No. 1 with Clough Harbour & Associates, LLP for design support services for construction monitoring for the BNIA – CCR/Electrical Distribution System Upgrade – Electrical Vault; and

BE IT FURTHER RESOLVED, that the Executive Director, his designee and/or the Chairman, be and hereby are authorized to enter into Supplement No. 1 with Clough Harbour & Associates,

LLP for design support services at Buffalo Niagara International Airport as described hereinabove; and

BE IT FURTHER RESOLVED, that said Agreement shall include such 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 Change Order No. 1, Frey Electric Construction Company, Fire Alarm & Security System Upgrade, Phase 1, BNIA**

RECOMMENDATION: The Aviation Committee has reviewed this item and recommends that the Board approve Change Order No. 1 as a \$60,211.00 increase to Frey Electric Construction Company's NFTA Contract No. 11AW0810, Fire Alarm & Security System Upgrade, Phase 1 at Buffalo Niagara International Airport. This will result in an amended Contract value of \$2,215,211.00

INFORMATION: Change Order No. 1 provides for the recommended contract modifications listed below. The costs for these modifications are in accordance with Article 17 - Extra Work and Article 19 - Payment for Agreed Prices of the Contract General Conditions. All costs for these change proposals incorporate New York State Prevailing Wage Rates and standard material and equipment prices as verified by the Engineer.

PCO No. 1 – Fire Detection for Checked Baggage Inspection System Area ADD \$20,642.00

The replacement of the existing Simplex fire detection system in the Checked Baggage Inspection System (CBIS) area of the terminal was not included in the project. Operation of the existing system would result in the need to maintain two separate fire detection systems in the terminal. The Contractor submitted a proposal to replace the existing Simplex system as requested in the amount of \$20,733.00 which was reviewed by the Engineer. Subsequent negotiation resulted in agreement upon \$20,642.00 as fair and equitable compensation for the additional work. Maintenance of a single manufacturer's fire detection and alarm system under the Airport's current term agreement for systems maintenance will result in future savings.

PCO No. 2 – Elevator Shunt-Trip System Installation ADD \$29,282.00

The project required the existing Simplex Fire Alarm System controls for elevator operation to be replaced. The existing system did not include heat detectors in the elevator shafts and the required system supervision as required by current NFPA codes. The Engineer requested a proposal to add a heat detector to each elevator shaft, provide wiring from the shafts to the machine rooms, and add supervisory relays to the system to comply with the fire codes. The Contractor's proposal in the amount of \$31,909.00 to install the additional devices and wiring in each of the seventeen (17) Terminal elevators was reviewed by the Engineer and returned for revision. Subsequent negotiations resulted in agreement upon \$29,282.00 (\$1,722.00 per elevator) as fair and equitable compensation for the additional work required to comply with the current NFPA codes.

PCO No. 3 – Replace Remote Fuel Farm Simplex System ADD \$10,287.00

The project included monitoring of the existing Simplex fire detection, alarm, and suppression system at the BNIA Remote Fuel Farm to the BNIA ARFF Building. At the request of the Business Center, a proposal was requested to add the Remote Fuel Farm to the new fire alarm system. The scope of work includes replacement of three (3) detectors and twenty-nine (29) addressable monitoring modules, installation of a new Honeywell fire management panel, all associated wiring and programming, as well as demolition/removal of the existing Simplex

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system. The Contractor's proposal in the amount of \$10,287.00 was reviewed by the Engineer and found to represent fair and equitable compensation for the additional scope of work. Future cost savings will be realized from the reduced maintenance costs resulting from a new system as well as eliminating the need for a separate maintenance agreement with SimplexGrinnell.

FUNDING: The total amount of Change Order No. 1 will be \$60,211.00, thereby increasing the total amount of the contract from the original bid amount of \$2,155,000.00 to an amended contract value of \$2,215,211.00.

Funds for PCO No. 1 through PCO No. 3 are contained in NFTA Capital Budget Account No. 120000000-3188-2-2479. Funding is provided 100% by the Authority through BNIA Capital Reserve.

"RESOLVED, that the Board hereby authorizes Change Order No. 1 to the contract with Frey Electric Company, for Fire Alarm & Security System Upgrade, Phase 1, at Buffalo Niagara International Airport as described hereinabove; and

BE IT FURTHER RESOLVED, that the Executive Director, his designee and/or the Chairman, be and are hereby authorized to execute Change Order No. 1 to the contract with Frey Electric Company, as a \$60,211.00 increase to the contract for fire alarm and security systems upgrades at Buffalo Niagara International Airport as stated hereinabove and as negotiated; and

BE IT FURTHER RESOLVED, that said Change Order shall include such 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 Change Order upon certification by the Director, Engineering, that such payments are in order."

AVIATION:

3. D. (3) **Authorization for Change Order No. 16 and Final, LP Ciminelli Construction Corporation, Automatic Baggage System, BNIA**

RECOMMENDATION: The Aviation Committee has reviewed this item and recommends that the Board approve Change Order No. 16 and Final for a \$2,300,007.53 increase to LP Ciminelli Construction Corporation's NFTA Contract No. 10BT0602, Automatic Baggage System at Buffalo Niagara International Airport. This will result in an amended Contract value of \$24,537,596.65.

INFORMATION: Change Order No. 16 and Final provides for the recommended Contract modifications listed below. The costs for these modifications are in accordance with Article 7.4.5-Extra Work and Article 7.4.5.1-Payment for Agreed Prices of the Contract General Conditions. All costs for these proposed change orders incorporate New York State Prevailing Wage Rates and standard material and equipment prices as verified by the Engineer.

PCO No. 055 – Upgrade of Testing Requirements per PGDS **ADD \$410,000.00**

Approximately one year after the project had been started, the TSA issued the Planning Guidelines and Design Standards (PGDS) version 1.0. This standard replaced the Checked Baggage Inspection System Performance and Commissioning Requirements version 5.0 which was the standard that the project was originally proposed to in the RFP. The revised standard required an upgrade to the mechanics of the system which included shaft encoders and photo emitters to be integrated into the legacy system; electrical controls upgraded; modifications to the existing programming; and addition of texts and alarms to the graphics and fault reports. The new PGDS also required the Contractor to perform additional functional and system tests, such as, encoder and photo-eye fault condition, bag length functionality, tracking calibrations, line testing, report testing, and CBRA operation testing. After review of the Contractor's original proposal for \$557,071.00, it was rejected and requested to be resubmitted. Subsequent negotiations with the Contractor resulted in agreement of \$410,000.00 plus a 5 week extension to Milestones 3 through 5 as total, fair and reasonable compensation.

PCO No. 056 – Program Modifications prior to BHS Tie-in **ADD \$236,021.41**

Before the Contractor was permitted to proceed with live operations with Southwest, the Contractor was required to perform remedial action to eliminate the discrepancies relating duplicate bag ID's and bag ID mismatches. These problems were a direct result of communication failures between the BHS and the L3 Meter Wide Tunnels which was outside of the scope of the Contractor. In order to eliminate these problems, the Contractor performed several PLC changes that allowed data to be transferred and recorded from the BHS to the L3 MWT. The Contractor then performed several tests to demonstrate that the corrective actions had been implemented to the satisfaction of TSA. The Contractor's original proposal for this scope of work was \$325,181.00 and an 18 day extension of time. This proposal was rejected. Subsequent negotiations with the Contractor resulted in an agreement of \$236,021.41 and a 14 day extension of time. This proposal was reviewed by the Engineer and determined to be fair and equitable.

PCO No. 057 – Meter Wide Tunnel (MWT) Interface Upgrades **ADD \$402,922.61**

Before the Contractor could proceed with Phase 4 and Phase 5, improvements were required to improve the overall system performance and reduce the unknown error rate. The Contractor made improvements to the interfacing between the BHS and the MWT and lost tracking of bags on the Vertical Sort Unit (VSU) that helped mitigate the problems presented by the L3 MWT's and the bag hygiene issues that were present. Both the L3 interfacing issues and the bag hygiene issues were outside of the Contractor's responsibility. The Contractor had originally presented a proposal in the amount of \$547,294.00 and a 47 day extension which was rejected. Subsequent negotiations with the Contractor resulted in an agreement of \$402,922.61 and a 37 day extension of time. This proposal was reviewed by the Engineer and determined to be fair and equitable.

PCO No. 058 – Legacy Photo-Eye Troubleshooting and Repair **ADD \$6,661.36**

During commissioning of conveyor TC4, a bag jam occurred on the legacy line. The Contractor participated in trouble shooting this problem which was determined to be a faulty photo-eye. The photo-eye was repaired and TC4 was re-tested and commissioned. The maintenance of the legacy system was outside of the scope of the Contractor. The Contractor submitted a proposal for \$18,709 and a 1 day extension of time, which was rejected. The Contractor re-submitted their proposal for \$6,661.36 along with a 1 day extension, which was mutually accepted by both parties. This proposal was reviewed by the Engineer and determined to be fair and equitable.

PCO No. 059 – Merge Troubleshooting **ADD \$11,829.55**

Before the Contractor could proceed with Phases 7, 8, and 9; the Authority had requested the Contractor investigate the excessive number of bags that were arriving at the baggage make-up default pier. The Contractor determined the problem was the maintenance of ML-19 merge and improper bag hygiene practices by the airlines. The Contractor had originally requested a 1 day extension of time and \$16,868.00, which was rejected. Subsequent negotiations with the Contractor resulted in an agreement of \$11,829.55 with a 1 day time extension as a total, fair and reasonable compensation for this scope of work.

PCO No. 060 – Vertical Sort Unit (VSU) Drive Roll Replacement **ADD \$4,471.23**

The Contractor investigated and repaired the damaged Vertical Sort Unit Drive Roll at the request of the Engineer. This work was outside of the scope of the Contractor. The Contractor had submitted a request in the amount of \$12,442.00 and a 1 day time extension which was later rejected. Subsequent negotiations with the Contractor resulted in an agreement of \$4,471.23 with no time extension. This proposal was reviewed by the Engineer and determined to be fair and equitable.

PCO No. 061 – L3 Communication Issues **ADD \$37,349.86**

Due to an increase in the amount of unknown bags, the Contractor investigated the cause. The problem was found to be between the BHS and the L3 Meter Wide Tunnel. The wrong communication card was installed in the L3 and a faulty grounding wire that was providing a bad signal to the BHS. The Contractor had originally provided a proposal in the amount of \$69,535.00 along with a 22 day time extension which was rejected. The Contractor resubmitted at a revised cost of \$37,349.86 along with a 5 day time extension. This proposal was reviewed by the Engineer and determined to be fair and equitable for the additional work required to correct the L3 communication issues.

PCO No. 062 – Extra Testing for iSAT

ADD \$24,752.96

Prior to the Contractor performing the SSTP, the TSA notified the Contractor that the SSTP would be conducted using twice the normal amount of bags, which increased the amount of testing needed for iSAT. The Contractor originally provided a proposal for \$26,000.00 and a 2 day extension of time, which was later rejected for the extra bag handlers needed for the additional testing. Subsequent negotiations with the Contractor resulted in agreement of \$24,752.96 plus a two day extension of time as total, fair and reasonable compensation for this enhancement.

PCO No. 063 – Legacy Investigation & Repairs

ADD \$156,413.74

The Contractor discovered several problems with the legacy system which was outside of their original scope. The Contractor corrected a faulty fire door that was causing deficiencies to the overall system performance. The Contractor also corrected the jam reset functionality on conveyor TC7. Other enhancements included installing additional control stations, modifications to the PLC programming, and labor to support additional bag testing. The Contractor's original proposal which was rejected was for \$174,536.00 and a 14 day extension of time. A negotiated price of \$156,413.74 and a 12 day extension of time were agreed upon. This proposal was reviewed by the Engineer and determined to be fair and equitable for the additional work required to investigate and correct legacy issues.

PCO No. 064 – TRR Testing Delay for Legacy & L3 Failures

ADD \$39,812.59

The scheduled testing for the Test Readiness Review (TRR) was delayed due to failures in the legacy system and continuing problems with the L3 Meter Wide Tunnels. An investigation of the legacy system discovered a bad photo-eye on conveyor TC-4. Also contributing to the testing delay was the L3 MWT failures in the south matrix. The L3 MWT had stopped making decisions on the individual bags, therefore the Contractor had to verify the status of each bag and run several tests in order to reproduce the issue. These delays caused the Contractor to not complete the required testing on time. The Contractor's original proposal was submitted for \$80,283.00 and a 14 day extension of time, which was rejected. Subsequent negotiations with the Contractor resulted in an agreement of \$39,812.59 and a 4 day extension in time extension as a total, fair and reasonable compensation for this scope of work.

PCO No. 065 – Additional Deflectors

ADD \$10,475.30

In order to improve the bag presentation into the L3 Meter Wide Tunnels, the Contractor installed a set of deflectors at the entrance to each of the 6 L3 Meter Wide Tunnels. The deflectors helped position the bag straight into the L3 Meter Wide Tunnels which increased the rate at which the bags went through the system. The Contractor's original proposal was for the amount of \$54,938.00 and a 21 day extension, which was later rejected. Subsequent negotiations with the Contractor resulted in an agreement of \$10,475.30 and no extension of time to be fair and reasonable.

PCO No. 066 –Phase 2 iSAT Commissioning Protocol

ADD \$957,325.00

In order for the Contractor to finally complete the commissioning of the BHS, several items needed to be corrected. Additional L3 Meter Wide Tunnel issues were found that required the Contractor to provide additional logic to the program in order to correct these deficiencies. This included, but was not limited to, the L3 MWT jam recovery mode and signal interface between the L3 MWT and the BHS during the L3 re-gapping procedure. These solutions were required to be determined during commissioning of the system, which increased the time required to test the BHS. The Contractor also investigated solutions to help decrease the number of bags going to the default pier. These investigations lead to several PLC changes that attempted to deal with the inherent bag hygiene problem. During the iSAT testing, Battelle did not follow certain protocol's regarding the induction of bags onto the system, which resulted in a negative overall performance of the system. The Battelle site leader required the Contractor to load bags onto the conveyor without the recommended spacing, which caused multiple jams and bags side by side due to the inability of the legacy system to re-gap the bags. Battelle also did not follow the Airport's bag hygiene policy by not using tubs for all small and medium sized hard shelled bags, which caused tracking problems due to the bags spinning and rocking. Due to these conditions, the Contractor submitted a cost proposal for \$1,489,872.00 and a 288 day extension of time which was rejected. Subsequent negotiations with the Contractor resulted in agreement of \$957,325.00 plus a 205 day extension of time as total, fair and reasonable compensation for this enhancement.

PCO No. 067 – Additional Battelle Support

ADD \$1,971.92

At the conclusion of iSAT, it was requested by Battelle that Siemens provides additional bag handlers to help inventory and label the Battelle test bags. The Contractor provided 6 bag handlers for Battelle's use. The Contractor submitted a proposal of \$3,278 for this additional work, which was rejected. Subsequent negotiations with the Contractor resulted in agreement of \$1,971.92. This proposal was reviewed by the Engineer and determined to be fair and equitable.

FUNDING: The total amount of this Change Order No. 16 and Final will be a \$2,300,007.53 addition, thereby increasing the total amount of the Contract from the amended amount of \$22,237,589.12 to an amended Contract value of \$24,537,596.65.

Funds for PCO No. 055 through PCO No. 067 are contained in NFTA Capital Budget Account No. 120000000-3188-2-2401. Funding is provided as follows:

100% PFC \$2,300,007.53.

“RESOLVED, that the Board hereby authorizes Change Order No. 16 and Final to the contract with LP Ciminelli Construction Corporation for Automatic Baggage System at Buffalo Niagara International Airport as described hereinabove; and

BE IT FURTHER RESOLVED, that the Executive Director, his designee and/or the Chairman, be and hereby authorized to execute Change Order No. 16 and Final to the contract with LP Ciminelli Construction Corporation, as a \$2,300,007.53 increase to the

Automatic Baggage System at Buffalo Niagara International Airport as stated hereinabove and negotiated; and

BE IT FURTHER RESOLVED, that said Change Order shall include such 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 Change Order upon certification by the Director, Engineering, that such payments are in order."

AVIATION:

3. D. (4) **Acceptance of Bid, Gernatt Asphalt Products, Inc., Procurement of Special Grade Runway Sand, BNIA**

RECOMMENDATION: The Aviation Committee has reviewed this item and recommends that the Board approve the purchase of 3,000 tons of special grade runway sand per year for use at Buffalo Niagara International Airport (BNIA) from Gernatt Asphalt Products, Inc., Collins New York, for a period of five years commencing November 2010. The delivered price for the sand in the first year will be \$23.95 per ton, \$24.15 per ton for the second year, \$24.35 per ton in the third year, \$24.55 per ton for the fourth year, and \$24.75 per ton for the fifth year. The estimated total cost for the five years will be \$365,250.00.

INFORMATION: BNIA airfield operations require sand to maintain runways, taxiways, ramps and roadways in a safe condition during the winter season. A special grade and continued supply of sand on site is required to ensure safe operations of aircraft using the facility. The sand must meet specifications developed by the Federal Aviation Administration (FAA) to ensure that inadvertent ingestion by aircraft with low slung, high bypass engines with close tolerances would not be damaging.

Bid No. 4045 was advertised in accordance with NFTA procurement guidelines. There was only one respondent. The Internal Audit Department conducted a review for the proposed cost and determined the cost was reasonable in comparison to other vendor quotes. The bid compared favorably to the previous bid award in year 2007. Gernatt Asphalt Inc. has supplied sand to BNIA since 1999. Airfield staff has inspected the sand to ensure it meets the FAA specifications.

FUNDING: Funding is included in the BNIA operating budget.

"RESOLVED, that the Board hereby accepts the bid submitted by Gernatt Asphalt Products, Inc. for the procurement of special grade runway sand at Buffalo Niagara International Airport as described hereinabove; and

BE IT FURTHER RESOLVED, that the Manager, Procurement, be and she is hereby authorized to issue Purchase Orders to Gernatt Asphalt Products, Inc. for a total cost of \$365,250.00; 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, Aviation, that such payments are in order."

AVIATION:

3. D. (5) **Acceptance of Bid, Modern Disposal Services, Garbage Compactor Rental and Pickup Service, BNIA**

RECOMMENDATION: The Aviation Committee has reviewed this item and recommends that the Board accept the bid submitted by Modern Disposal Services, Model City, New York for garbage compactor rental and pickup service at Buffalo Niagara International Airport (BNIA) terminal for a three-year term commencing December 1, 2010. The cost for the initial year of service is \$84,815.04 with a total cost of \$256,672.24.

INFORMATION: The established plan for safe and efficient handling and removal of trash requires all airlines to share the use and cost of trash disposal equipment contracted by BNIA. The concessionaire also shares trash disposal services at BNIA. The plan prohibits the use of multiple open trash dumpsters around the terminal by airlines and requires the use of shared sealed compactors.

Bid No. 4054 was advertised in accordance with NFTA procurement guidelines. The following bids were received for the three-year term:

- Modern Disposal Services, Model City, N.Y. - \$256,672.24
- Waste Management of New York, LLC, West Seneca, N.Y. - \$261,538.82
- Allied Waste of North America, LLC, Buffalo, N.Y. - \$305,121.60

Approximately 84% of the cost of services is recovered from the airline tenants and the concessionaire at BNIA. Modern Disposal Services is the incumbent trash service provider who has performed satisfactorily during the past 3 year contractual period.

FUNDING: Funding is included in the BNIA operating budget.

“RESOLVED, that the Board hereby accepts the bid submitted by Modern Disposal Services for garbage compactor rental and pickup service as set forth above; and

BE IT FURTHER RESOLVED, that the Manager, Procurement, be and she is hereby authorized to issue Purchase Orders to Modern Disposal Services for garbage compactor rental and pickup service at BNIA for \$256,672.24 as set forth hereinabove and as negotiated; and

BE IT FURTHER RESOLVED, that said Purchase Orders shall include such 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, Aviation, that such payments are in order.”

AVIATION:

3. D. (6) **Authorization for Agreement, Schindler Elevator Corporation, Elevator/Escalator Maintenance, BNIA and NFIA**

RECOMMENDATION: The Aviation Committee has reviewed this item and recommends that the Board authorize an Agreement with Schindler Elevator Corporation, Williamsville, NY, for elevator, escalator, and moving walkway preventative maintenance services at the terminal and parking structures at the Buffalo Niagara International Airport (BNIA) and the terminal building at the Niagara Falls International Airport (NFIA). The contract period is a three-year term commencing December 1, 2010 with two additional one-year options at the sole discretion of the NFTA. The cost for the three-year term of preventative maintenance is \$335,760 with an additional \$249,060 for both one-year renewal options. Additionally, staff recommends approval for out-of-scope additional services on an "as needed basis" estimated at \$20,000 annually.

INFORMATION: Maintenance of elevators, escalators and moving walkways is a highly specialized field which requires skills from trained certified tradesmen. A Request for Proposal (RPP) was solicited in accordance with NFTA Procurement guidelines. The RFP identified specifications for preventative maintenance of elevators, escalators and moving walkways at BNIA and NFIA based upon manufacturers' recommendations. The RFP also identified the requirement to perform additional services on an "as needed basis" based upon hourly rates.

Proposals were received from two respondents as follows:

- Schindler Elevator Corporation, Williamsville, N.Y.
- Thyssenkrupp Elevator Corporation, Buffalo, N.Y.

The NFTA review team comprised of BNIA staff and NFTA Procurement evaluated the proposals taking into consideration contractor experience and qualifications required to carry out the specialized services in a timely manner as well as overall cost. The team determined that Schindler Elevator Corporation ranked the highest and possesses the qualifications and resources required to perform the services. Attached is a copy of the evaluation summary.

Schindler Elevator is the original manufacturer and installer of the elevators, escalators and moving walkways in the BNIA and NFIA terminal buildings and has performed preventative maintenance services in a very satisfactory manner during the past three years.

FUNDING: Funding is included in the BNIA and NFIA operating budgets.

"RESOLVED, that the Board hereby authorizes an Agreement with Schindler Elevator Corporation for elevator, escalator and moving walkway preventive maintenance services at Buffalo Niagara International Airport and Niagara Falls International Airport; and

BE IT FURTHER RESOLVED, that the Executive Director, his designee and/or the Chairman, be and hereby are authorized to execute an Agreement with Schindler Elevator Corporation for elevator, escalator and moving walkway preventive maintenance services at Buffalo Niagara International Airport and Niagara Falls International Airport for a three-year period commencing December 1, 2010, for a total cost of \$335,760.00 for preventive maintenance and an estimated \$60,000 of additional services on an as-needed basis; and

BE IT FURTHER RESOLVED, that said Agreement shall include two additional one-year renewal options at the sole discretion of the Authority as set forth above and upon terms and conditions as negotiated; and

BE IT FURTHER RESOLVED, that the said Agreement and any renewal Agreements shall include such 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."

Maintenance for Elevators, Escalators, Moving Walkways, BNIA1FIA

RFP DOCUMENTS REQUIRED (Completed by Procurement)	ThyssenKrupp Elevator			Schindler Elevator Corporation		
Non-Collusive Cert	x			x		
Disclosure of Prior Non-resp Determinations	x			x		
Contractor Certification Form ST-220	x			x		
Cover Letter	x			x		
Description of services				x		
Firm, Mgmt & Staff Qualifications	x			x		
Resumes	x			x		
References	x			x		
Itemized Cost Proposal	x			x		
Parts Inventory	x					
SELECTION CRITERIA (Completed by Team)						
Project Cost 60%	1.21			5.00		
Expertise & Experience 40%	5.00			5.00		
RATING	2.72			5.00		
Cost rating formula lowest cost / by next * 5 lowest is 5						
Cost Proposals						
Year 1	\$473,340.00			\$106,500.00		
Year 2	\$473,340.00			\$111,840.00		
Year 3	\$487,536.00			\$117,420.00		
Year 4	\$487,536.00			\$122,100.00		
Year 5	\$502,164.00			\$126,960.00		
Grand Total	\$2,423,916.00			\$584,820.00		
Hourly Rates						
Year 1	Regular Time	Overtime	Holidays, Sat, Sun	Regular Time	Overtime	Holidays, Sat, Sun
Mechanic	\$195.00	\$332.00	\$390.00	\$173.50	\$321.98	\$321.98
Mechanic/Helper Team	\$350.00	\$595.00	\$700.00			
Year 2						
Mechanic	\$195.00	\$332.00	\$390.00	\$185.65	\$344.50	\$344.50
Mechanic/Helper Team	\$350.00	\$595.00	\$700.00			
Year 3						
Mechanic	\$201.00	\$342.00	\$402.00	\$198.70	\$368.65	\$368.65
Mechanic/Helper Team	\$361.00	\$613.00	\$721.00			
Year 4						
Mechanic	\$201.00	\$342.00	\$402.00	\$208.64	\$385.99	\$385.99
Mechanic/Helper Team	\$361.00	\$613.00	\$721.00			
Year 5						
Mechanic	\$207.00	\$352.00	\$414.00	\$219.07	\$405.29	\$405.29
Mechanic/Helper Team	\$372.00	\$631.00	\$742.00			

AVIATION:

3. D. (7) Authorization for Use and Lease Agreement, NFIA

RECOMMENDATION: The Aviation Committee has reviewed this item and recommends that the Board authorize a standard Use and Lease Agreement for the use and lease of certain facilities at the Niagara Falls International Airport (NFIA) at a rental rate of \$10.00 per square foot and for a term of one year.

INFORMATION: The NFTA has entered into Use and Lease Agreements with air carriers operating at NFIA. A standard form Use and Lease Agreement will help in the marketing of the NFIA by providing staff with the ability to quote a leasing rate and a fixed lease term to new entrant airlines. The NFIA Terminal Building lease rate is \$10.00 per square foot. The term of the Use and Lease Agreement is one year effective upon date of execution.

FUNDING: No funding is required.

"RESOLVED, that the Board hereby authorizes a Lease Agreement with air carriers for use and lease of certain facilities at the Niagara Falls International Airport as described hereinabove; and

BE IT FURTHER RESOLVED, that the Executive Director, his designee and/or the Chairman, be and hereby are authorized to enter into a Lease Agreement with air carriers at the Niagara Falls International Airport terminal at a rental rate of \$10.00 per square foot for a term of one-year 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. (4)
 - 1. Authorization for Supplemental Agreement No. 2, Gillig LLP, Procurement of Thirteen Hybrid Transit Buses
 - 2. Acceptance of Bid, Durose Manufacturing Limited, Truck Frame Fabrication, LRRT-LRV Midlife Rebuild
 - 3. Authorization for Agreement, University at Buffalo, Park and Ride Facilities and Metro Rail Pass Program
 - 4. Authorization for Lease Agreement, Xerox Corporation, High Volume Copier, NFTA

SURFACE:

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

The Executive Director advised that Items 4. D. (1) through 4. D. (4) 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 Demakos, seconded by Commissioner Eagan, 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. (4) and dated November 22, 2010 as set forth herein, be and hereby are accepted and approved in their entirety.”

AYES: SLOMA, DEMAKOS, LEWIN*, CROCE, EAGAN, GRANTO, HELFER,
HUGHES, ZEMSKY

ABSTENSION: [*Item 3. D. (3) only]

NOES: NONE

ADOPTED

SURFACE:

4. D. (1) **Authorization for Supplemental Agreement No. 2, Gillig LLP,
Procurement of Thirteen Hybrid Transit Buses**

RECOMMENDATION: The Surface Transportation Committee has reviewed this item and recommends that the Board authorize an agreement with Gillig LLP of Hayward, CA. to purchase 13 hybrid transit buses, options and associated spare equipment at a not-to-exceed cost of \$7,943,845.00.

INFORMATION: The requested buses will replace similar buses that were purchased in 1995 and that have exceeded their useful lives. This procurement is an option of a contract to purchase 48 diesel and/or hybrid transit buses during a three-year period that was awarded to Gillig LLP at the June 28, 2010 Board meeting. Funding became available from the FTA "State of Good Repair" national competitive grant program.

FUNDING: Funding is as listed below:

<u>Cost</u>	<u>Source</u>
\$ 6,593,391.35	FTA (83%)
\$ 794,384.50	NYS DOT (10%)
\$ 556,069.15	NFTA (7%)
\$ 7,943,845.00	

"RESOLVED, that the Board hereby authorizes Supplemental Agreement No. 2 with Gillig LLP for the procurement of thirteen hybrid transit buses, options and associated spare equipment as described hereinabove; and

BE IT FURTHER RESOLVED, that the Executive Director, his designee and/or the Chairman, be and hereby are authorized to execute Supplemental Agreement No. 2 with Gillig LLP for the procurement of thirteen hybrid transit buses, options and associated spare equipment in the amount of \$7,943,845.00 as described hereinabove; and

BE IT FURTHER RESOLVED, that said Supplemental Agreement shall include such terms, provisions, 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 Supplemental Agreement, upon certification by the Director, Surface Transportation, that such payments are in order."

SURFACE:

4. D. (2) **Acceptance of Bid, Durose Manufacturing Limited,
Truck Frame Fabrication, LRRT-LRV Midlife Rebuild**

RECOMMENDATION: The Surface Transportation Committee has reviewed this item and recommends that the Board award the a material supply contract to the low bidder, Durose Manufacturing Limited, for the total lump sum bid amount of \$90,480.00.

INFORMATION: The truck frame is the prime structural component of the truck assembly for the light rail vehicles (LRV). During the LRV Midlife Rebuild Project, the existing truck frames were inspected and one was found to have excessive deterioration. It has been determined that the excessive deterioration makes the truck frame unfit for continued service.

Due to the extended fabrication time for the truck frames, this procurement will address the current requirement, as well as provide three additional truck frames for the future as the need arises.

The bid documents were publicly advertised in accordance with the Procurement Guidelines. Four (4) sets of contract documents were distributed to potential prime bidders with three (3) responding as follows:

Company	Total Amount Bid
Durose Manufacturing Limited Guelph, Ontario Martino Maggiolo, General Manager	\$90,480.00
J.F. Zimmer & Associates, Inc. Williamsville, NY Jeffery F. Zimmer, President	\$152,612.00
Leiss Tool and Die Somerset, PA Pete Leiss, President	\$348,009.00

The bid analysis included an interview with the low bidder, Durose Manufacturing Limited. It has been determined Durose Manufacturing Limited has the knowledge, understanding, and ability to successfully accomplish the project work.

The NFTA Affirmative Action/EEO office has been briefed on the bid results and concurs with the recommendation for Board approval.

Award is contingent upon receipt of a Federal Transit Administration waiver to the Federal Buy America Act on the ground that purchase of the truck frames from a U.S. supplier will increase the cost of procurement by more than 25 percent. In addition, staff requests that the Board approve a waiver of the New York State Buy America requirement to purchase steel products

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from U.S. manufacturers on the ground that this requirement would result in unreasonable cost to the Authority.

FUNDING: The project is funded through Account No. 120000000-3188-2-9773 as provided by the following grants:

NY-90-X595, NY-05-0110, NY-90-X571, NY-90-X544, NY-90-X529, NY-03-0433, NY-03-0378, NY-03-0390, NY-90-X339, NY-03-0399, NY-03-0409, FTA, NYSDOT Match, NFTA Match, NYSDTF, DTF PIN 5822.27, DFF PIN 5821.97, DFF PIN 5821.94, DFF PIN 5821.62, DFF PIN 5821.79, DFF PIN 5822.11, 5824.88Y - 88c, 5822.88S, and future FTA formula and FTA Rail Modernization Funding.

“RESOLVED, that the Board hereby waives compliance with the New York State Buy America Statute on the ground that compliance with that statute for this procurement would result in unreasonable costs to the Authority; and

BE IT FURTHER RESOLVED, that the Board hereby accepts the bid of Durose Manufacturing Limited for LRRT-LRV Midlife Rebuild – Truck Frame Fabrication project as described hereinabove contingent upon receipt of a waiver from the Federal Transit Administration for compliance with the federal Buy America Act; and

BE IT FURTHER RESOLVED, that the Executive Director, his designee and/or the Chairman, be and hereby are authorized to execute an Agreement with Durose Manufacturing Limited in the total amount of \$90,480.00 as described hereinabove; and

BE IT FURTHER RESOLVED, that the said Agreement shall include such 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. (3) **Authorization for Agreement, State University of New York, Park and Ride Facilities and Metro Rail Pass Program**

RECOMMENDATION: The Surface Transportation Committee has reviewed this item and recommends that the Board authorize an agreement with the State University of New York for park and ride facilities at the University of Buffalo's South Campus and implementation of a pilot Metro Rail pass program for students, faculty and staff.

INFORMATION: Metro has utilized parking facilities at UB's South Campus for use by Metro's rail and bus customers since 1986. Under the current agreement, which has been extended since January 31, 2010, rent consists of \$11,547 per year, adjusted annually for inflation and 200 Metro monthly passes per month for the University's EOP program that provides support for disadvantaged students. Metro also makes utility payments of \$3,500 per year and is responsible for maintenance and security of the parking facilities. Metro has also been in discussions with UB for implementation of a pass program. The proposed agreement will continue to provide Metro with use of the park and ride facilities at the South Campus, eliminate the annual rental payment of \$11,547 and implement a pilot Metro Rail pass program.

The term of the proposed agreement is 19 months from January, 2011 through August, 2012. Metro will pay a lump sum fee of \$3,500 per year, adjusted annually for inflation, for utilities and continue to provide 200 monthly passes per month for the University's EOP program for the use of the University Station park and ride lot.

Under the pilot Metro Rail pass program part of the agreement, UB will purchase up to 3,000 student rail-only passes at \$10/semester for use by South Campus residents and students living near the Metro Rail line in a defined geographic area or students who have verified university related classes, research, service or employment assignments on UB's downtown campus. UB will also purchase approximately 300 faculty/staff rail-only passes at \$30/year for North and South campus University employees with on-going work related commitments on the downtown campus. UB will also consider purchasing approximately 100 daily round-trip rail passes per month. Total revenue for Metro will be approximately \$73,800 annually. Total value of the 19 month pilot program is approximately \$108,265 in revenue and elimination of \$16,940 in park and ride lot rental payment for a total value of approximately \$125,205.

The agreement also provides a commitment from UB to eliminate the current UB Blue line shuttle bus connection between South Campus and downtown, as well as agreements for UB and NFTA to jointly develop marketing/branding plans, address safety/security issues and work to improve coordination/linkages of transit services at the south and downtown campuses.

FUNDING: Funding will be provided in Metro Rail's annual operating budgets.

"RESOLVED, that the Board hereby authorizes an Agreement with the State University of New York for park and ride facilities at the University of Buffalo's South Campus and implementation

of a pilot Metro Rail pass program for students, faculty and staff;
and

BE IT FURTHER RESOLVED, that the Executive Director, his designee and or the Chairman be and hereby are authorized to execute an Agreement with the State University of New York for park and ride facilities at the University of Buffalo's South Campus and implementation of a pilot Metro Rail pass program upon the terms as set forth above, and upon other terms and conditions as negotiated; and

BE IT FURTHER RESOLVED, the said Agreement shall include such additional terms, conditions, provisions 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, Surface Transportation, that such payments are in order."

SURFACE:

4. D. (4) **Authorization for Lease Agreement, Xerox Corporation,
High Volume Copier, NFTA**

RECOMMENDATION: The Surface Transportation Committee has reviewed this item and recommends that the Board authorize a Lease Agreement with Xerox Corporation for the lease of a high volume copier for use in the Central Services department. Xerox has been selected to provide the copier under New York State contract number PC59472.

INFORMATION: The lease cost is \$462.24 per month with monthly with overage charges of .0057 after 40,000 prints. The total for the 60-month lease would be approximately \$27,157. The lease includes a maintenance service agreement for the equipment.

This copier will replace the current high volume copier that is used by all departments in the NFTA. To purchase the copier new would cost \$23,414 plus \$15 per month for service. The advantages of leasing are that an initial upfront investment is not required and the plan gives the NFTA the ability to update technology as needs change.

FUNDING: Funding is provided in the NFTA FY 2010 –2011 operating budget and will be included in future budgets.

“RESOLVED, that the Board hereby authorizes a Lease Agreement with Xerox Corporation for use of a high volume copier by the Central Services Department, as described hereinabove; and

BE IT FURTHER RESOLVED, that the Executive Director, his designee and/or the Chairman, be and hereby are authorized to execute a Lease Agreement with Xerox Corporation for use of a color copier by the Central Services Department 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; 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, Surface Transportation, that such payments are in order.”

Property/Risk Management Resolutions

- i. Niagara Frontier Transportation Authority, Acceptance of
Property/Risk Management Resolutions 5. (D). (1) through 5. D. (3)
1. Authorization for License Agreement, FLW Outdoor American
Fishing Series and College Fishing Tournaments, NFTA Boat Harbor
2. Authorization for Lease Amendment, Acme Screenprinting,
LLC, 247 Cayuga Road
3. Authorization for Lease Amendment, Winon USA, Inc., 247 Cayuga Road

PROPERTY:

5. D. (i) **Niagara Frontier Transportation Authority,**
Acceptance of Property Resolutions 5. D. (1) through 5. D. (3)

The Executive Director advised that Items 5. D. (1) through 5. 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 Hughes, seconded by Commissioner Granto, the following Resolution be adopted:

“**RESOLVED**, that the Resolutions of the Niagara Frontier Transportation Authority, identified as numbers 5. D. (1) through 5. D. (3) and dated November 22, 2010 as set forth herein, be and hereby are accepted and approved in their entirety.”

AYES: SLOMA, DEMAKOS, LEWIN, CROCE, EAGAN, GRANTO, HELFER,
HUGHES, ZEMSKY

NOES: NONE

ADOPTED

PROPERTY:

5. D. (1) **Authorization for License Agreement, FLW Outdoor American Fishing Series and College Fishing Tournaments, NFTA Boat Harbor**

RECOMMENDATION: The Property Risk Management Committee has reviewed this item and recommends that the Board authorize a License Agreement with FLW Outdoor American Fishing Series and College Fishing Tournaments for use of the Boat Harbor as the host fishery in August 2011.

INFORMATION: The Buffalo Niagara Convention & Visitors Bureau (CVB) is putting together a bid to bring the FLW Outdoor American Fishing Series and College Fishing Tournaments to Buffalo from August 18 - 20, 2011. They anticipate approximately 350 anglers on 150 boats for this tournament, many of which will come to our community several times prior to the tournament to pre-fish the waters. Each boat will be using the launch ramps and paying the regular launch fee each day. The organizers will have a tent set up for weigh-ins and prize distribution on the last day. The event could have an economic impact on the community of more than \$200,000. The host city and marina will be featured in a full page color ad in FLW Outdoor magazine and press kits, in addition to weekly newspaper, radio and television mentions.

FUNDING: No funding is necessary.

“RESOLVED, that the Board hereby authorizes a License Agreement with FLW Outdoor American Fishing Series and College Fishing Tournaments, for use of NFTA facilities, as described hereinabove; and

BE IT FURTHER RESOLVED, that the Executive Director, his designee and/or the Chairman, be and hereby are authorized to execute a License Agreement with FLW Outdoor American Fishing Series and College Fishing Tournaments to enable them to use the facilities at the Boat Harbor from August 18 – 20, 2011 as described hereinabove; and

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

PROPERTY:

5. D. (2) **Authorization for Lease Amendment, Acme Screenprinting, LLC, 247 Cayuga Road**

RECOMMENDATION: The Property Risk Management Committee has reviewed this item and recommends that the Board authorize a lease amendment with Acme Screenprinting, LLC (Joseph Strapason IV, Owner) for leased space at 247 Cayuga Road, Cheektowaga.

INFORMATION: Acme Screenprinting has been a tenant at 247 Cayuga Road since 2004. Their current lease term began February 1, 2010 and expires January 31, 2011 with four one-year renewal options. This amendment will increase the leased square footage from 2,250 to 2,625. The additional 375 square feet will have the same rental rate as the original leased space, which is currently \$4.59 per square foot with a 3% annual escalator. All other terms and conditions will remain the same.

FUNDING: No funding is necessary.

“RESOLVED, that the Board hereby authorizes an Amendment to the Lease Agreement with Acme Screenprinting, LLC (Joseph Strapason IV, Owner) for leased space at 247 Cayuga Road, Cheektowaga, as described hereinabove; and

BE IT FURTHER RESOLVED, that the Executive Director, his designee and/or the Chairman, be and hereby are authorized to execute an Amendment to the Lease Agreement with Acme Screenprinting, LLC (Joseph Strapason, IV, Owner) with terms and conditions as set forth above and as negotiated; and

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

PROPERTY:

5. D. (3) **Authorization for Lease Amendment, Winon USA, Inc.,
247 Cayuga Road**

RECOMMENDATION: The Property Risk Management Committee has reviewed this item and recommends that the Board authorize a lease amendment with Winon USA, Inc. (Thomas Dundas, President) for leased space at 247 Cayuga Road, Cheektowaga.

INFORMATION: Winon has been a tenant at 247 Cayuga Road since February 1, 2009. Their current lease term expires January 31, 2014. This amendment will increase the leased square footage of warehouse space from 3,018 to 3,939. The additional 921 square feet will have the same rental rate as the original leased space, which is currently \$3.61 per square foot with a 3% annual escalator. All other terms and conditions will remain the same.

FUNDING: No funding is necessary.

“RESOLVED, that the Board hereby authorizes an Amendment to the Lease Agreement with Winon USA, Inc, for space at 247 Cayuga Road, as described hereinabove; and

BE IT FURTHER RESOLVED, that the Executive Director, his designee and/or the Chairman, be and hereby are authorized to execute an Amendment to the Lease Agreement with Winon USA, Inc. with terms and conditions as set forth above and as negotiated; and

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

6. General Counsel Report – None

7. Executive Session

At approximately 12:55 p.m., it was moved by Commissioner Lewin, seconded by Commissioner Grant, that the Commissioners convene in Executive Session.

Following discussion, at approximately 1:05 p.m., it was moved by Commissioner Helfer, seconded by Commissioner Egan, that the Executive Session be adjourned and that the Board resume the Regular Session.

AYES: SLOMA, DEMAKOS, LEWIN, CROCE, EAGAN, GRANTO, HELFER,
HUGHES, ZEMSKY

NOES: NONE

8. Adjournment

At approximately 1:37 p.m., the Chairman indicated that there was no further business coming before the Board, whereupon it was moved by Commissioner Croce, seconded by Commissioner Egan, and unanimously approved that the Regular Meeting of the Niagara Frontier Transportation Authority and Niagara Frontier Transit Metro System, Inc. be adjourned.

AYES: SLOMA, DEMAKOS, LEWIN, CROCE, EAGAN, GRANTO, HELFER,
HUGHES, ZEMSKY

NOES: NONE