



Niagara Frontier Transportation Authority
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September 27, 2011

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 August 22, 2011.

Very truly yours,

A handwritten signature in black ink, appearing to read "DJS", is written over a horizontal line.

David J. State
General Counsel

DJS:lf

Enclosure

**NIAGARA FRONTIER TRANSPORTATION AUTHORITY
NIAGARA FRONTIER TRANSIT METRO SYSTEM, INC.
REGULAR BOARD MEETING
AUGUST 22, 2011
MINUTES**

1.
 - A. **CALL TO ORDER**
 - B. **APPROVAL OF MINUTES (July 25, 2011)**
 - C. **EXECUTIVE DIRECTOR'S REPORT**

2. **NFTA CORPORATE REPORT**
 - A. Audit and Governance Committee Report (Henry Sloma)
 - B. Consolidated Financial (Debbie Leous)
 - C. Human Resources Committee Report (Adam Perry)
 - D. Corporate Resolutions (Kim Minkel)
 1. Authorization for Agreement, Level 3 Communications, Inc., Internet Service
 2. Authorization for Settlement, Donald Trowbridge v. Niagara Frontier Transit Metro System, Inc., Niagara Frontier Transportation Authority, and Alfred M. Weeden

3. **AVIATION BUSINESS GROUP REPORT**
 - A. Aviation Committee Report (Carmen Grant)
 - B. Financial Update (Bill Vanecek)
 - C. Business Update (Bill Vanecek)
 - D. Aviation Resolutions (Kim Minkel)
 1. Authorization for Supplemental Agreement, Urban Engineers of New York, P.C., Intersection Runways 5-23 & 14-32 Drainage Repair, BNIA
 2. Authorization for Amendment, Minimum Standards and Qualifications for Aviation Activities, NFIA
 3. Authorization to Amend Agreements, Niagara County Industrial Development Agency, NFIA

4. **SURFACE TRANSPORTATION BUSINESS GROUP REPORT**
 - A. Surface Transportation Committee Report (Eunice Lewin)
 - B. Financial Update (Tom George)
 - C. Business Update (Tom George)
 - D. Surface Transportation Resolutions (Kim Minkel)
 1. Authorization for Agreement, Erie Community College, College/University Transit Pass
 2. Authorization for Agreement, Knorr Brake Corporation, Replacement Parts, Metro Rail
 3. Authorization for Supplemental Agreement, Booz Allen Transportation, Inc., (CH2M Hill New York, Inc.), LRV Midlife Rebuild

4. Authorization for Agreement, Fleischhauer Datenträger GmbH, TVM
Dispensed Rolled Tickets
5. **PROPERTY RISK/MANAGEMENT GROUP REPORT**
 - A. Property/Risk Management Committee Report (Peter Demakos)
 - B. Financial Update (Dave State)
 - C. Business Update (Dave State)
 - D. Property Development Resolutions (Kim Minkel)
 1. Authorization for Permit, Buffalo Triathlon Club, Inc., NFTA
 2. Authorization for Lease Agreement, Alessi Holsters, Inc., 247 Cayuga
Road
 3. Authorization for Lease Agreement, Bill's Boatworks, Inc., 901 Fuhrmann
Boulevard
 4. Authorization for License Agreement, Eclipse Multisport, LLC, NFTA Boat
Harbor
 5. Authorization for Issuance of Requests for Proposals, Acquisition of
Boat Harbor and 901 Fuhrmann Boulevard
6. **GENERAL COUNSEL'S REPORT (David State)**
7. **EXECUTIVE SESSION -**
8. **ADJOURNMENT**

1. CALL TO ORDER

A. Meeting Called to Order

Acting Chairman Sloma called the meeting to order at approximately 1:03 p.m.

B. Approval of Minutes of the NFTA Board Meeting held on July 25, 2011

It was moved by Commissioner Hughes, seconded by Commissioner Granto, that the Minutes of the July 25, 2011, Regular Meeting of the Niagara Frontier Transportation Authority and Niagara Frontier Transit Metro System, Inc., be accepted and approved.

AYES: SLOMA, LEWIN, DEMAKOS, GRANTO, HELFER, HUGHES, PERRY

NOES: NONE

2. NFTA CORPORATE REPORT

- A. Audit and Governance Committee Report (Henry Sloma)
- B. Consolidated Financial (Debbie Leous)
- C. Human Resources Committee Report (Adam Perry)
- D. Corporate Resolutions (Kim Minkel)

Corporate Resolutions

- i. Niagara Frontier Transportation Authority, Acceptance of Corporate Resolutions 2. D. (1) through 2. D. (2)
1. Authorization for Agreement, Level 3 Communications, Inc., Internet Service
2. Authorization for Settlement, Donald Trowbridge v. Niagara Frontier Transit Metro System, Inc., Niagara Frontier Transportation Authority, and Alfred M. Weeden

CORPORATE:

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

The Executive Director advised that Items 2. C. (1) through 2. C. (2) 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. (2) and dated August 22, 2011 as set forth herein, be and hereby are accepted and approved in their entirety.”

AYES: SLOMA, LEWIN, DEMAKOS, CROCE, GRANTO, HELFER, HUGHES,
PERRY

NOES: NONE

ADOPTED

CORPORATE:

2. C. (1) **Authorization for Agreement, Level 3 Communications, Inc.,
Internet Service**

RECOMMENDATION: The Audit and Governance Committee has reviewed this item and recommends that the Board authorize a three year internet service agreement with Level 3 Communications, Inc., in the amount of \$43,344. The service will commence September 23, 2011 and continue until September 22, 2014.

INFORMATION: The NFTA currently provides Internet access to our internal customers in support of their business applications. Level 3 provides Internet Service under NYS contract No. PS6423 at a monthly fee of \$1,204 based on a cost of \$5.00 per user and 240 users.

FUNDING: Funding is provided for in the FYE 12 operating budget.

“RESOLVED, that the Board authorizes an Agreement with Level 3 Communications, Inc. for internet service for a three (3) year period for the amount of \$43,344.00 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 an Agreement with Level 3 Communications, Inc. for the sum of \$43,344.00, with terms and conditions as set forth above and as negotiated; 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 upon the terms of the Agreement upon certification by the Manager, MIS, that such payments are in order.”

CORPORATE:

2. C. (2) **Authorization for Settlement, Donald Trowbridge v. Niagara Frontier Transit Metro System, Inc., Niagara Frontier Transportation Authority, and Alfred M. Weeden**

RECOMMENDATION: The Audit and Governance Committee has reviewed this item and recommends that the Board authorize payment of the settlement amount of \$500,000 in the matter of Donald Trowbridge v. Niagara Frontier Transit Metro System, Inc., Niagara Frontier Transportation Authority and Alfred M. Weeden.

INFORMATION: This case arises out of a rear-end accident that occurred on August 12, 2006 at approximately 4:50 p.m. between a Metro trolley bus traveling north on River Road in the Town of Wheatfield and a vehicle stopped awaiting a left turn into a driveway, as well as a third vehicle into which the stopped vehicle was propelled as a result of the impact.

The trolley operator testified at deposition that he was traveling 40-45 miles per hour, approximately three to five feet behind the vehicle in front of him, coming around a curve in the roadway when the vehicle stopped to make a left turn. The trolley bus operator swerved to the right to avoid impact but clipped the right rear bumper of a 1995 Ford Escort wagon driven by then 45 year old Donald Trowbridge. The Ford Escort was then propelled into the oncoming lane of travel, where it collided with a 2002 Chrysler Sebring operated by a plaintiff in a companion action, Timothy Dunford. Susan Dunford, also a plaintiff in a companion action, was a belted front seat passenger in the Chrysler Sebring. The passenger in the 1995 Ford Escort, Kristina Sansone, was ejected from the vehicle and pronounced dead on the scene. Her estate has also brought a wrongful death action against NFT Metro.

The trolley bus ended up in a ditch on the shoulder of the road. The operator alleged that he blacked out at the time of the accident. Subsequent medical examinations did not reveal any chronic health condition that would have caused the black out. The operator was initially issued a traffic citation for following too closely. After the complete investigation into whether any potential medical condition on the part of the trolley operator would have absolved him from liability, he was subsequently terminated. Plaintiffs' counsel in all four actions filed a Motion for Summary Judgment on the issue of liability, requesting that the Court determine that the trolley operator was negligent as a matter of law. The Court granted all four motions on March 30, 2009. Statutory interest in the amount of four percent per annum has been running on any potential damages award since the aforementioned date.

Donald Trowbridge testified at deposition that he was stopped awaiting a left turn into a driveway when his 1995 Escort was suddenly struck in the rear, forcing his vehicle into the oncoming lane of travel where he was struck a second time. The force of the collision caused the driver seat to come unattached from its moorings and land in the back seat. Immediately following the accident, Mr. Trowbridge was taken by Mercy Flight to Erie County Medical Center where he was diagnosed with a comminuted intraarticular depressed fracture of the lateral tibial plateau. He underwent open reduction and internal fixation of the left tibial plateau, which

involved the placement of a plate and nine screws. He remained in the hospital for five days. Upon his release, he continued treatment with his orthopedic surgeon.

An orthopedic surgeon conducted an independent medical examination of Donald Trowbridge at our behest on May 20, 2009. The physician reported that Mr. Trowbridge did sustain a causally related left proximal tibial plateau fracture which required surgical intervention. He also reported that Mr. Trowbridge has developed some stiffness and decreased range of motion in the left knee. He further opined that the plaintiff may benefit from proceeding with surgery including manipulation under anesthesia, possible arthroscopic debridement removal of adhesions with possible removal of hardware. Lastly, the orthopedic surgeon reported the plaintiff has an increased risk of further arthrosis because of the stiffness in his knee and the significant intraarticular nature of the fracture itself. He reported that Mr. Trowbridge is permanently and partially disabled as a result of the injury he sustained. The plaintiff continues to complain of persistent pain and swelling in his left leg, such that he must recline several hours per day with his left leg elevated to reduce the pain and swelling. He is unable to put any significant pressure on the left knee and walks with the assistance of a cane in a slow guarded fashion. Standing tolerance is limited as well.

Mr. Trowbridge was employed by a landscaper as a working supervisor prior to the accident. He earned approximately \$13,500 per year. Prior to that, he was employed as a security guard. He has not returned to work since the accident. On February 2, 2010, the plaintiff underwent a vocational rehabilitation assessment by a certified vocational consultant, which consisted of an interview and vocational testing. Based upon the results of the interview, testing and labor market research, the consultant opined that Mr. Trowbridge is unable to carry out the essential duties and functions of a landscaper or security guard and that he does not possess transferable skills that can be applied toward other employment that falls within his current physical capabilities.

A damages only jury trial is scheduled to begin on October 24, 2011 in New York Supreme Court before the Honorable Christopher Burns. We pre-tried this case on numerous occasions over the past several years, to no avail. Plaintiff's counsel initially demanded \$2,100,000 to settle this case. After reaching an impasse in negotiations with the plaintiff lowering his demand to \$1,800,000 and NFT Metro making an offer of \$200,000, the parties agreed to speak to a mediator to assist with resolution. The first round of mediation discussions proved unsuccessful. A second round with a new mediator resulted in the parties reaching an agreement to settle this matter for \$500,000, 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 \$500,000 in the matter concerning the accident which occurred on August 12, 2006; and

BE IT FURTHER RESOLVED, that the Executive Director, her designee, and/or the Chairman be and hereby are authorized to execute such documents as necessary to resolve the matter of Donald Trowbridge v. Niagara Frontier Transit Metro System,

Inc., Niagara Frontier Transportation Authority and Alfred M. Weeden, said authorization providing for payments in the not-to-exceed amount of \$500,000; 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.”

3. AVIATION BUSINESS GROUP REPORT

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

AVIATION:

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

The Executive Director advised that Items 3. D. (1) through 3. 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 Perry, 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. (3) and dated August 22, 2011 as set forth herein, be and hereby are accepted and approved in their entirety.”

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

ABSTENTION: [*Item 3. D. (3)]

NOES: NONE

ADOPTED

AVIATION:

3. D. (1) **Authorization for Supplemental Agreement, Intersection Runways 5-23 & 14-32 Drainage Repair, Urban Engineers of New York, P.C., BNIA**

RECOMMENDATION: The Aviation Committee reviewed this item and recommends that the Board award Supplement No. 2 of the subject design services contract to the term consultant Urban Engineers of New York, P.C. for the total negotiated lump sum amount of \$56,020.00.

INFORMATION: The BNIA identified a concern with water drainage at the intersection of Runways 5/23 and 14/32. On May 5, 2011 the NFTA entered into an agreement with Urban Engineers of New York, P.C. for the total negotiated lump sum amount of \$34,952 to develop a drainage design based on a study performed by Roy D. McQueen & Associates, Ltd recommending the installation of a low cost drain pipe system for the subject intersection. Urban has proceeded with this design work to the 50% level and has approximately \$18,000 remaining for this agreement.

During the course of design, Urban Engineers investigated multiple drain pipe options and recommended the design of a slot drain. As Urban Engineers continued with their design, it became evident that a drain system would not completely eliminate the existing water drainage problem.

On their own initiative, Urban Engineers investigated an alternate design to re-grade the intersection of the runways, including an order of magnitude cost estimate. The alternate design significantly increases construction costs, but offers the possibility of eliminating the water concern as well as the need to brush the water from the pavement.

The Business Center has elected to place the original design on hold and further investigate the option of re-grading the pavement at intersection of Runways 5/23 and 14/32. Supplement No. 2 includes the cost to determine the feasibility of construction for the alternate re-grading option as well as the cost estimate to prepare a construction bid package.

If the re-grading option is shown to be feasible, the slot drain design will be terminated. If the re-grading option is not feasible, the slot drain design will resume.

A summary of design services negotiation is given below.

	Initial Proposal	Final Proposal
Engineer's Estimate	\$58,044.00	\$58,044.00
Urban Engineers	\$68,871.76	\$56,020.00

FUNDING: Funding is 100% BNIA Capital Reserve from account 3107-2-2524.

“RESOLVED, that the Board awards the subject Supplemental Agreement No. 2 to Urban Engineers of New York, P.C., for a lump sum of \$56,020.00, 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 Supplemental Agreement No. 2 with Urban Engineers of New York, P.C. for a total lump sum cost of \$56,020.00, with terms and conditions as set forth above and as negotiated; 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 upon the terms of the Agreement upon certification by the Director, Engineering, that such payments are in order.”

AVIATION:

3. D. (2) **Authorization for Amendment, Minimum Standards and Qualifications for Aviation Activities, NFIA**

RECOMMENDATION: The Aviation Committee reviewed this item recommends that the Board approve Amendment of the Minimum Standards and Qualifications for Aviation Activities (MSAQ) for Niagara Falls International Airport (NFIA) effective September 1, 2011 as set forth in the attachment hereto and authorize staff to enter into license agreements with entities that meet the requirements of the MSAQ for self-fueling.

INFORMATION: The MSAQ provides uniform operating policies and procedures for operators conducting airside services and business activities at NFIA. Additionally, the MSAQ provides the NFTA with a mechanism to identify and control current and future operations of these services and activities, and requires operators to conduct their activities in accordance with a written agreement with the NFTA.

Federal law and grant assurances to which the NFTA has obligated itself in the receipt of Federal funds requires the NFTA to operate the NFIA for the use and benefit of the public and to make the airport available for all types, kinds, and classes of aeronautical activity including self-fueling of general aviation aircraft. FAA allows the self-fueling of general aviation aircraft, however, the airport owner is encouraged by the FAA to establish reasonable minimum standards to control such activities. The current MSAQ does not contain minimum standards and operating procedures relating to the self-fueling of general aviation aircraft. The amendment of the MSAQ is necessary to establish the uniform standards and operating policies and procedures for general aviation based tenants that request permission to self-fuel aircraft at NFIA.

The amendment to the MSAQ adds three new definitions under section 01.02 and adds a new section 01.03 IV, Based General Aviation Self-Fueling, as set forth in the attachment hereto. Generally, the standards provide for a based general aviation tenant that is a major aviation fuel user to store fuel in the NFTA's fuel farm and fuel its aircraft with its own employees and equipment. The requirement that the fuel be stored in NFTA's fuel farm is consistent with NFTA's policy that individual fuel farms or fuel tanks are not permitted due to safety, environmental, security, and operational concerns relating to NFIA. The new standards require the Based General Aviation Tenant to enter into a license agreement with the NFTA that sets forth in greater detail operating procedures for fueling, insurance requirements, and financial considerations. Based General Aviation Tenants shall pay a \$0.07 per gallon flowage fee of fuel delivered to the fuel farm. The flowage fee will be subject to review under the annual tariff procedure. The fuel farm at NFIA is leased and operated by the fixed base operator and the Based General Aviation Tenant shall comply with such reasonable requirements established by the fixed base operator regarding operating from the NFIA fuel farm.

FUNDING: No funding is required.

“RESOLVED, that the Board authorizes an Amendment to the Minimum Standards and Qualifications for Aviation Activities as set forth in the Attachment effective September 1, 2011.

Section 01.02 DEFINITIONS

Based General Aviation Tenant – shall mean an individual or company that owns or leases on at least an annual basis General Aviation Aircraft and has a direct operating lease of property or other agreement with NFTA and/or an FBO to hangar or tie down General Aviation Aircraft at NFIA for a fixed term of not less than one year.

Fuel Uplifting - shall mean the operational fuel servicing, as opposed to the actual sale of aviation fuel, from a mobile tank fueler or from an inground hydrant systems through a pumping mechanism of aviation fuel of all grades ordinarily used and required by an aircraft at NFIA. Fuel uplifting services may only be performed by an air carrier with its own employees, a Based General Aviation Tenant by itself or with its own employees and equipment to its owned and/or leased aircraft, provided that such Based General Aviation Tenant meets the conditions set forth in these MSAQ, and an FBO under contract with the NFTA.

Major Aviation Fuel User - shall mean a Based General Aviation Tenant that uplifts a minimum of 3,000 gallons of aviation fuel per month to aircraft that it owns and/or leases for a minimum of twelve consecutive months.

Section 01.03 CATEGORIES OF AVIATION SERVICE OPERATOR

(IV) Based General Aviation Tenant Aircraft Self-Fueling

(A) Scope of Privileges

- (1) A Based General Aviation Tenant's owned and/or leased aircraft must be fueled by the Based General Aviation Tenant with its own employees and own equipment provided that the Based General Aviation Tenant is a Major Aviation Fuel User, that the Fuel Farm has sufficient capacity to store the fuel, that the Based General Aviation Tenant has entered into a Fuel Operating Agreement with the NFTA, that it fulfills its obligations under said Agreement, meets the MSAQ and enters into a storage agreement with the FBO. Leased aircraft must be leased directly to the Based General Aviation Tenant and such lease shall not be for duration of less than one year. Short-term lease arrangements may be allowed to accommodate situations whereby the Based General Aviation Tenant's primary aircraft is being serviced. The failure to meet and/or comply with any of these conditions may result in the denial of self-fueling privileges. A Based General Aviation Tenant wishing to self-fuel must make a request in writing to the NFTA seeking permission to self-fuel and supply the NFTA with information and documentation necessary to establish to the satisfaction of the NFTA that it meets the conditions set forth in these MSAQ.

- (2) A Based General Aviation Tenant that meets these MSAQ for self-fueling and is authorized by the NFTA under written agreement to self-fuel is specifically prohibited from selling, storing, loaning, or uplifting aviation fuel to another Based General Aviation Tenant or any other tenant, subtenant, person, company, military aircraft, federal/state/public authority/agency aircraft, or other aircraft owner, lessor or operator.

(B) Operations

- (1) A Based General Aviation Tenant that meets the requirements for self-fueling is prohibited from installing an above ground and/or underground fuel tank at the Airport. All fuel must be delivered to and stored in the NFIA aviation fuel system and such Tenant must enter into a Fuel Operating Agreement with the NFTA that sets forth the terms and conditions for self fueling at NFIA and further enter into an agreement with the FBO that provides for the storage and use of the NFIA aviation fuel system.
- (2) The delivery of fuel into the Based General Aviation Tenant's aircraft may only be performed at areas designated by the NFTA.
- (3) A Based General Aviation Tenant that meets the requirements for self-fueling shall develop and maintain a Fueling Operations Manual that demonstrates how it will comply with the MSAQ. The Fueling Operations Manual shall contain, but not be limited to a description of the procedures for proper receipt, storage, handling and dispensing of aircraft fuel, a fuel spill prevention and clean up plan for both the ramp area and at the NFIA fueling system, the testing of all fuel trucks and appliances, and the training of employees. The Fueling Operations Manual shall be submitted annually to the NFTA. Records of fueling operations shall be retained at least 12 months and shall be available for inspection by the NFTA and FAA including but not limited to records of physical inspection and tests.
- (4) All fueling operations and equipment shall comply with the NFTA's Airport Certification Manual – FAR Part 139, the NFTA's Rules and Regulations and all requirements, rules and regulations of the EPA, NYSDEC, NFPA, FAA Advisory Circulars in the 150 series and other applicable standards established by recognized authority.

(C) Equipment

- (1) A Based General Aviation Tenant that meets the requirements for self-fueling shall own or lease a fuel truck with a minimum capacity of 3,000 gallons. Such fuel truck shall comply with all federal and state

laws, rules and regulations including but not limited to DOT labeling requirements. The fuel truck shall be compatible with the NFIA fuel system.

- (2) A sufficient supply of absorbent material shall be available for immediate containment and clean up of a spill or release of fuel including the removal of contaminated absorbent material.
- (3) The fuel truck shall not be used by the Based General Aviation Tenant as a fuel storage facility. The fuel truck shall be parked in areas designated by the NFTA.

(D) Personnel and Training

- (1) A Based General Aviation Tenant that meets the requirements for self-fueling and wishes to perform self-fueling must perform all self-fueling operations itself and/or with its own employees. The fueling may not be contracted to a third party.
- (2) A Based General Aviation Tenant that meets the requirements for self-fueling shall comply with the training standards for persons handling or dispensing fuel set forth in the NFTA's Airport Certification Manual FAR 139 and by the FBO.

AVIATION:

3. D. (3) **Authorization to Amend Agreements, Niagara County Industrial Development Agency, NFIA**

RECOMMENDATION: The Aviation Committee reviewed this item recommends that the Board authorize amending existing agreements with the Niagara County Industrial Development Agency (NCIDA) by reducing the amount of leased acreage to the NCIDA by 0.451 acres and further authorizing NFTA to lease 0.34 acres of land from the NCIDA through November 30, 2032 for one dollar. The parcels are depicted on the attached survey map as Parcel 1 and Parcel 2 respectively.

INFORMATION: The NFTA and the NCIDA entered into several agreements regarding larger parcels that include both Parcel 1 and Parcel 2. Parcel 1 is part of a larger parcel under lease to the NCIDA. The NCIDA does not need Parcel 1 to support the larger parcel which is fully developed and contains a building commonly known as the Rainbow Industrial Center. The NCIDA is willing to reconvey Parcel 1 back to the NFTA. The December 1, 1982 Agreement as amended by Agreements dated October 27, 1989, February 19, 1993, and July 25, 1997 will be further amended to reconvey Parcel 1 to the NFTA and thereby reduce the amount of leased premises under the Agreements by 0.451 acres.

Parcel 2 was originally leased to the NCIDA. Parcel 2 is part of a larger parcel in which the NFTA transferred title to the NCIDA in 1997 to accommodate certain financing requirements for the development of the site. Title to the transferred property reverts back to the NFTA in 2032. The NCIDA does not need Parcel 2 to support the development of the larger parcel which contains a building commonly known as Niagara Industrial Suites. The NCIDA will lease Parcel 2 to the NFTA for \$1.00 through November 30, 2032.

The NFTA will utilize Parcel 1 and Parcel 2 to provide additional vehicular parking for NFIA terminal operations.

FUNDING: No funding is required.

“RESOLVED, that the Board authorizes the Amendments to the Agreements with Niagara County Industrial Development Agency (NCIDA) 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 the Amendments to the Agreements with Niagara County Industrial Development Agency with the terms and conditions as set forth above; and

BE IT FURTHER RESOLVED, that said Amendments 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 Agreement, Erie Community College, College/University Transit Pass
- 2. Authorization for Agreement, Knorr Brake Corporation, Replacement Parts, Metro Rail
- 3. Authorization for Supplemental Agreement, Booz Allen Transportation, Inc., (CH2M Hill New York, Inc.), LRV Midlife Rebuild
- 4. Authorization for Agreement, Fleischhauer Datenträger GmbH, TVM Dispensed Rolled Tickets

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 Grant, 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 August 22, 2011 as set forth herein, be and hereby are accepted and approved in their entirety.”

AYES: SLOMA, LEWIN, DEMAKOS, CROCE, EAGAN, GRANT, HELFER, HUGHES, PERRY

NOES: NONE

ADOPTED

SURFACE:

4. D. (1) **Authorization for Agreement, Erie Community College,
College/University Transit Pass**

RECOMMENDATION: The Surface Committee has reviewed this item and recommends that the Board authorize a one-year Agreement with Erie Community College (ECC) for the provision of a College/University Transit Pass for all registered undergraduate students.

INFORMATION: Erie Community College (ECC) has been in the College University Transit Pass program since 2007 for its City campus students. Staff has negotiated a new agreement with ECC to include all undergraduate students at the cost of \$30 per student per semester. The agreement will be for a one-year period that will run from September 1, 2011 through May 31, 2012.

Metro will provide ECC with student identification cards encoded with a magnetic stripe. The identification cards will be swiped through the bus fare boxes, and will provide all registered undergraduate students unlimited access to Metro bus, rail and Paratransit services. There are approximately 15,000 students enrolled at ECC.

Metro will provide additional MetroLink Route 211 fixed route open door service which would run on weekdays between the City Campus and both North and South Campuses from approximately 7:00 a.m. to 5:20 p.m. The service will run on Saturdays from City Campus to South Campus from 10:00 a.m. to 4:50 p.m. and provide access to all shopping areas near the McKinley Mall area. A route map of the proposed Route 211 service is attached.

ECC has agreed to provide some advertising space to Metro that will include the billboard across from the City Campus on Ellicott Street, campus digital signage, a website banner ad and inclusion in the college's promotional materials.

All other terms and conditions of the agreement remain the same.

FUNDING: No funding is required.

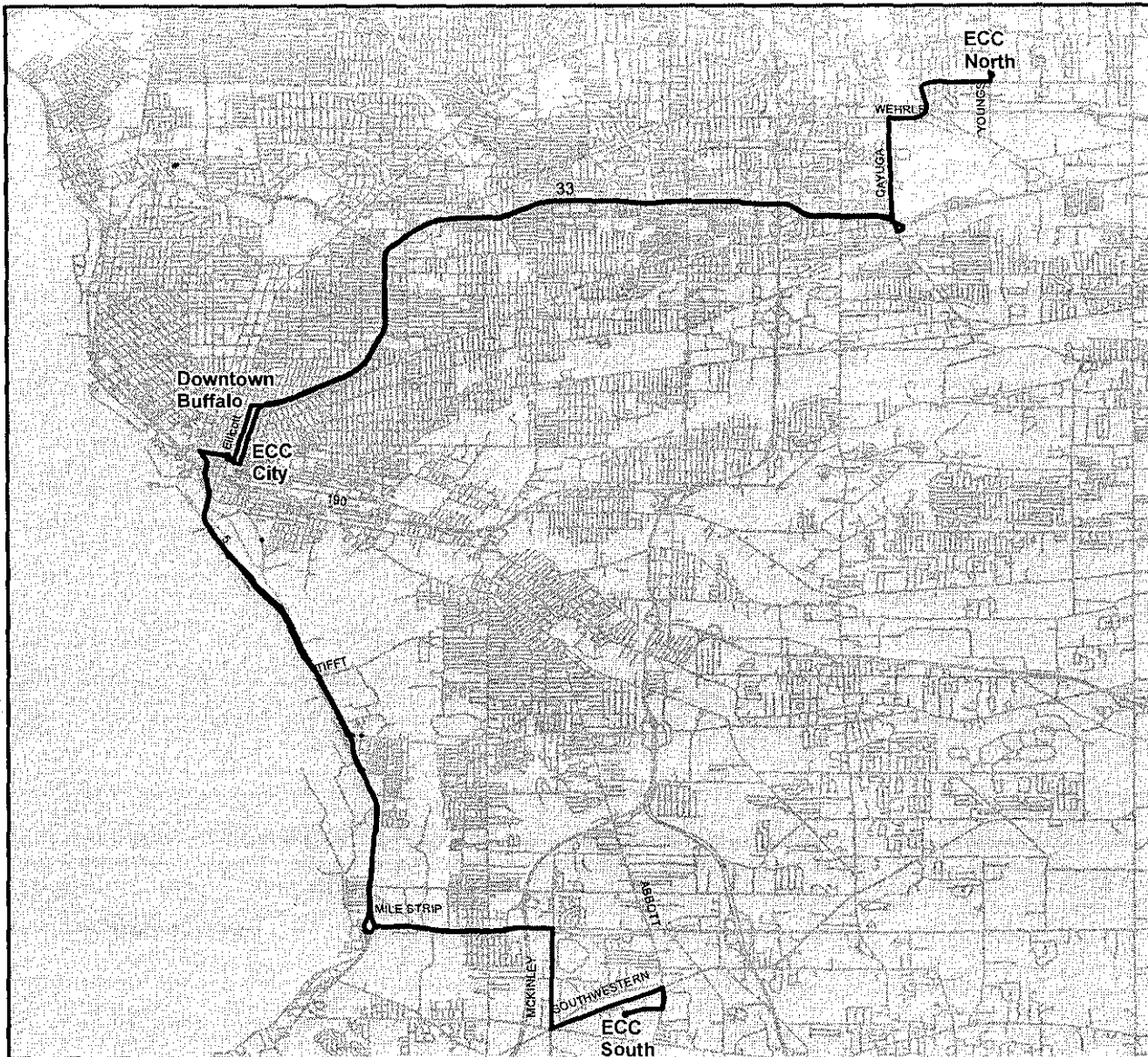
"RESOLVED, that the Board authorizes an Agreement with Erie Community College for a College/University Transit Pass for the 2011-2012 school season as described hereinabove; and

BE IT FURTHER RESOLVED, that the Executive Director, her designee and/or the Chairman, be and hereby are authorized to enter into an Agreement with Erie Community College for a College/University Transit Pass commencing on September 1, 2011 through May 31, 2011 with terms and conditions as set forth above and as negotiated; and

BE IT FURTHER RESOLVED, that the Board authorizes the Executive Director to execute future College/University Transit

Pass Agreements with Erie Community College provided there is no material change to the terms authorized by the Board; and

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



OUTBOUND

211 ECC North

REGULAR ROUTE Lv. ECC City via Ellicott, R E Tupper, continue RT 33, continue RT 33 E, Exit Dick Rd, continue Cayuga, R Wehrle, L S Youngs, R Arrow to designated stop.

211 ECC South

REGULAR ROUTE Lv. ECC City via L North Division, continue Church, L RT 5 W/ Buffalo SKWY Continue RT 5 W, R RT 179/ Woodlawn Beach State Park, continue RT 179, R RT 179 Milestrip EXPY, R McKinley PKWY, L Southwestern, R Abbott, R Campus Drive, to designated stop.

INBOUND

A DOWNTOWN/ECC City

REGULAR ROUTE Lv. ECC North via Arrow, L Youngs, R Wehrle, L Cayuga, R RT 33 W, Continue Oak, R Swan, R Ellicott to designated Stop

211 ECC City

REGULAR ROUTE Lv. ECC South, via Campus Drive, L Abbott, L Southwestern, R McKinley PKWY, L Milestrip, continue Milestrip EXPY, R RT 179 E/RT 5 E, continue RT 5 E/ Buffalo SKWY, R Church, continue S Division to designated stop, ECC City



Legend

- Route_211_South
- Route_211
- Roads

Route 211 ECC

NFTA Service Planning Dept.
September 2010



Source: NFTA Data
Created in ArcGIS 9 using ArcMap



SURFACE:

4. D. (2) **Authorization for Agreement, Knorr Brake Corporation,
Replacement Parts, Metro Rail**

RECOMMENDATION: The Surface Committee has reviewed this item and recommends that the Board award a contract in the amount of \$118,209.72 to Knorr Brake Corporation for the purchase of rail car friction rings (rotors & hubs) and replacement parts.

INFORMATION: Knorr Brake Corporation provided the current brake system for the railcar vehicles and maintains patent rights to their brake system designs which is why Knorr is the only source for this procurement.

FUNDING: This procurement is funded 100% - 88C.

“RESOLVED, that the Board authorizes an Agreement with Knorr Brake Corporation for the purchase of rail car friction rings and replacement parts for the amount of \$118,209.72 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 an Agreement with Knorr Brake Corporation for the amount of \$118,209.72, with terms and conditions as set forth above and as negotiated; 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 upon the terms of the Agreement upon certification by the Director, Surface Transportation, that such payments are in order.”

SURFACE:

4. D. (3) Authorization for Supplemental Agreement, Booz Allen Transportation, Inc. (CH2M Hill New York, Inc.), LRV Midlife Rebuild

RECOMMENDATION: The Surface Committee has reviewed this item and recommends that Supplemental Agreement No. 6 be approved as a \$2,380,058.00 increase to Booz Allen Transportation's (CH2M Hill) Contract No. 32LZ0401, construction monitoring services for the LRV Midlife Rebuild Project. Staff further recommends that the Board approve the assignment of the NFTA's Agreement with Booz Allen Transportation, Inc. to CH2M Hill New York, Inc.

INFORMATION: Booz Allen Transportation (BAT) in the process of being sold to CH2M Hill. CH2M Hill is a nationally-based engineering firm headquartered in Denver, Colorado. The firm had billings of over \$6 billion in 2010. The BAT Contract No. 32LZ0401 for this project will be assigned to CH2M Hill upon the execution of an Assignment Agreement requiring that CH2M Hill assume all of BAT's obligations under the existing agreement and consent to the assignment by the NFTA's Board of Commissioners.

The original delivery date of the last vehicle for the LRV Midlife Rebuild Project was December 2010. This supplement will provide construction monitoring services through the revised delivery date of the last vehicle, which is August 2014. The other scope changes that increased Booz Allen's costs were caused by the following:

- | | |
|--|------------------|
| • Unanticipated presence of asbestos and its abatement in all rail cars. | \$857,000 |
| • Contractor created delays in the project resulting in additional engineering services being provided by Booz Allen. | \$589,625 |
| • Inspection services provided by Booz Allen associated with the repair of Car 110, which incurred significant damage subsequent to the execution of the contract with Booz Allen. | \$56,377 |
| • Anticipated supplement to original contract scope. | <u>\$877,056</u> |
| Total | \$2,380,058 |

The original contract with Booz Allen was awarded through an RFP process for design, design support, and construction monitoring services. The initial contract did not provide sufficient funds for inspection services toward the original completion date. At the time of negotiations with Booz Allen, the scope of the rail car rebuild was not fully developed. It was anticipated that a future supplemental agreement would be necessary to provide inspection services up to the original completion date.

Staff will pursue reimbursement of a portion of this supplement from the contractor by assessing liquidated damages incurred for the contractor delay, as specified in the contract documents and previous change orders. This supplement will provide sufficient construction monitoring services up to the revised completion date of August 2014.

The increase is cost plus fixed fee not-to-exceed. The total amended contract amount will increase from \$2,964,890.00 to \$5,344,948.00. This increase is the total of two specific tasks, one being the construction monitoring services for the LRV Midlife Rebuild Project and the second being construction monitoring services for Car 110 repairs.

FUNDING: The amount of \$2,323,681.00 is funded by account number 120000000-3113-2-9773 and is 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, 88c Local Match 5824.88Y-88c, NYSDTF, DTF PIN 5822.27, and future FTA formula and FTA Rail Modernization Funding.

The remaining \$56,377.00 is funded by account number 120000000-3113-31504, the insurance reimbursements received to repair the damage to Car #110.

“RESOLVED, that the Board authorizes the assignment of the NFTA’s Agreement with Booz Allen Transportation, Inc. to CH2M Hill New York, Inc.; and that the Board authorizes Supplemental Agreement No. 6 with CH2M Hill New York, Inc. for the amount of \$2,380,058.00 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 an Assignment Agreement providing for CH2M Hill New York, Inc.’s assumption of the obligations of Booz Allen Transportation, Inc.; 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 CH2M Hill New York, P.C. for the amount of \$2,380,058.00, with terms and conditions as set forth above 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; and

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

SURFACE:

4. D. (4) **Authorization for Agreement, Fleischhauer Datentrager GmbH, TVM Dispensed Rolled Tickets**

RECOMMENDATION: The Surface Committee has reviewed this item and recommends that the board authorize an Agreement with Fleischhauer Datentrager GmbH of Herne, Germany, in the total amount of \$335,775.00 for the 5 year (3 year with 2 year option) contract duration for TVM dispensed rolled tickets.

INFORMATION: These tickets are used in ticket vending machines at all fifteen rail stations, three transportation centers and the new NFIA. The tickets are proof of fare for boarding, transfers and monthly passes for the NFTA Metro Bus and Rail systems.

On March 15, 2011 the NFTA/METRO formally advertised and solicited "Request for Proposals" number 4077 for 2 million pre-printed TVM dispensed rolled tickets and 300,000 blank receipt/audits per year.

Seven proposals were submitted for the five year contract. The proposal evaluation team consisting of Manager, Metro Rail, Manager, Financial Planning and Analysis, Superintendent, Transportation Services and Assistant Manager, Procurement reviewed the proposals.

The team scored Fleischhauer Datentrager GmbH. the most advantageous for NFTA/METRO to select, based on the criteria of experience, quality and cost.

FUNDING: Funding is provided for in General Office Account No. 23900335800365.

"RESOLVED, that the Board hereby authorizes an Agreement with Fleischhauer Datentrager GmbH for a the provision of TVM dispensed rolled tickets in the total amount of \$335,775.00 as described hereinabove; and

BE IT FURTHER RESOLVED, that the Executive Director, her designee and/or the Chairman, be and hereby are authorized to enter into an Agreement with Fleischhauer Datentrager GmbH with terms and conditions as set forth above and as negotiated; and

BE IT FURTHER RESOLVED, that said Agreement shall include such terms, conditions and such additional 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 upon the terms of the Agreement upon certification by the Director, Metro that such payments are in order."

RFP 4077
TVM DISPENSED TICKETS

RFP DOCUMENTS REQUIRED (Completed by Procurement)	Digital Printing Systems, Inc.	Electronic Data Magenetics, Inc.	Fleischhauer Datenträger GmbH	Magnadata USA, Inc.	Dillingham Ticket Co.	Access Distribution	Nagles No. Amer LLC
Non-Collusive Cert	x	x	x	x	x	x	x
Certificate Regarding Lobbying	x	x	x	x	x	x	x
Disclosure of Prior Non-rep Determinations	x	x	x	x	x	x	x
Cover Letter	x	x	x	x	x	x	
Description of product/services	x	x	x	x	x	x	x
Firm, Mgmt & Staff Qualifications	x	x	x	x	x	x	x
Resumes	x	x	x	x	x	x	x
References	x	x	x	x	x		x
Itemized Cost Proposal	x	x	x	x	x		x
Ticket Stock Samples	x		x	x	x	x	x
Buy America Certificate	x		x	x	x	x	x
SELECTION CRITERIA (Completed by Team)	(Rate on a scale of 1 - 5, with 5 being the highest)						
	Team Consensus						
Company Experience and Qualifications 40%	4.88	3.00	4.70	2.67	4.00	2.00	4.33
Quality of Sample & Ticket Stock 35%	4.88	2.00	4.43	3.50	4.33	2.83	2.83
Cost 25%	2.77	4.20	3.82	2.15	3.43	3.54	5.00
RATING	4.35	2.95	4.39	2.83	3.97	2.68	3.98
Cost Proposals							
Year 1	\$88,917.00	\$61,060.00	\$67,155.00	\$120,522.00	\$73,740.00	\$70,900.00	\$51,328.00
Year 2	\$90,695.34	\$61,060.00	\$67,155.00	\$119,262.00	\$75,240.00	\$72,050.00	\$51,328.00
Year 3	\$92,509.24	\$61,060.00	\$67,155.00	\$119,262.00	\$78,160.00	\$73,200.00	\$51,328.00
Year 5	\$94,359.43	\$61,060.00	\$67,155.00	\$119,262.00	\$73,240.00	\$73,200.00	\$51,328.00
Year 5	\$96,246.62	\$61,060.00	\$67,155.00	\$119,262.00	\$73,740.00	\$73,200.00	\$51,328.00
Grand Total Amount Bid	\$462,727.63	\$305,300.00	\$335,775.00	\$597,570.00	\$374,120.00	\$362,550.00	\$256,640.00

- 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. Niagara Frontier Transportation Authority, Acceptance of Property Resolutions 5. D. (1) and 5. D. (3) through 5. D. (4)
- 1. Authorization for Permit, Buffalo Triathlon Club, Inc., NFTA
- 2. Authorization for Lease Agreement, Alessi Holsters, Inc., 247 Cayuga Road
- 3. Authorization for Lease Agreement, Bill's Boatworks, Inc., 901 Fuhrmann Boulevard
- 4. Authorization for License Agreement, Eclipse Multisport, LLC, NFTA Boat Harbor
- 5. Authorization for Issuance of Requests for Proposals, Acquisition of Boat Harbor and 901 Fuhrmann Boulevard

PROPERTY:

5. D. (i) Niagara Frontier Transportation Authority, Acceptance of Property Resolutions 5. D. (1) and 5. D. (3) and 5. D. (4)

The Executive Director advised that Items 5. D. (1) and 5. D. (3) and 5. 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 Helfer seconded by Commissioner Demakos, that the following Resolution be adopted:

“RESOLVED, that the Resolutions of the Niagara Frontier Transportation Authority, identified as numbers 5. D. (1) and 5. D. (3) and 5. D. (4) and dated August 22, 2011 as set forth herein, be and hereby are accepted and approved in their entirety.”

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

NOES: NONE

ADOPTED

PROPERTY:

5. D. (1) Authorization for Permit, Buffalo Triathlon Club, Inc., NFTA

RECOMMENDATION: The Property/Risk Management Committee has reviewed this item and recommends that the Board authorize a Permit with the Buffalo Triathlon Club, Inc. for the use of the Seaway Pier for open water swimming practices.

INFORMATION: Buffalo Triathlon Club, Inc. is a New York not-for-profit corporation established to help its members train for triathlons. The Club has been unofficially using the NFTA's Seaway Pier property to access Lake Erie for its weekly swim practices and had steps installed on the side of the Pier to facilitate access to the lake from the top of the Pier. The Club would now like to pursue official access to the NFTA's property.

The Club meets for weekly group swims at the site on Wednesday evenings from 4-8 p.m. during the months of June through September. There are typically 30-50 members who attend. The Club has agreed to provide the appropriate insurance coverages and will indemnify and hold the NFTA harmless for the Club's use of the site. The permit will limit the Club's use of the site to Wednesday evenings from 4:00 p.m. to 8:00 p.m. through September 30, 2011.

FUNDING: No funding is necessary.

"RESOLVED, that the Board hereby authorizes a Permit with Buffalo Triathlon Club, Inc. for use of the NFTA's Seaway Pier property 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 Permit with Buffalo Triathlon Club, Inc. with terms and conditions as set forth above and as negotiated; and

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

PROPERTY:

5. D. (2) **Authorization for Lease Agreement, Alessi Holsters, Inc., 247 Cayuga Road**

RECOMMENDATION: The Property/Risk Management Committee has reviewed this item and recommends that the Board authorize a lease agreement with Alessi Holsters, Inc., Tom Kulwicki, President, for space at 247 Cayuga Road.

INFORMATION: Alessi Holsters will lease 5,481 square feet of space at 247 Cayuga Road for manufacturing and office space associated with their gun holster business. The lease term will be for five years commencing on September 1, 2011 and expiring on September 30, 2016. Alessi is leasing the space as is and making the necessary upgrades to the space during the month of September 2011. Rent charges will begin on October 1, 2011 at the following rates, which include utility charges:

Year one	\$2.63 per square foot, or \$14,415 per year
Year two	\$2.85 per square foot, or \$15,621 per year
Year three	\$3.50 per square foot, or \$19,184 per year
Year four	\$3.61 per square foot, or \$19,786 per year
Year five	\$3.72 per square foot, or \$20,389 per year.

FUNDING: No funding is necessary.

Whereupon, it was moved by Commissioner Granto, seconded by Commissioner Perry, that the following Resolutions be adopted:

“RESOLVED, that the Board hereby authorizes a Lease Agreement with Alessi Holsters, Inc. for 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 Lease Agreement with Alessi Holsters, 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: SLOMA, GRANTO, HUGHES, PERRY

NOES: LEWIN, DEMAKOS, CROCE, EAGAN, HELFER

FAILED

PROPERTY:

5. D. (3) **Authorization for Lease Agreement, Bill's Boatworks, Inc., 901 Fuhrmann Boulevard**

RECOMMENDATION: The Property/Risk Management Committee has reviewed this item and recommends that the Board authorize a lease agreement with Bill's Boatworks, Inc. (Bill Henneberry, President) for the lease of warehouse space at Port Terminal B.

INFORMATION: Bill's Boatworks is currently a tenant at the Boat Harbor operating a marine store. He has requested the use of 40,000 square feet in Terminal B for the upcoming winter to store boats in cold storage. The lease would be for eight months commencing September 15, 2011 and ending May 15, 2012. The prepaid rent would be at a rate of \$1 per square foot or \$26,667 for the eight month period. In the event the property is sold Bill's Boatworks will vacate the property if necessary and the NFTA will provide a rent credit.

FUNDING: No funding is necessary.

"RESOLVED, that the Board hereby authorizes a Lease Agreement with Bill's Boatworks, Inc. for 901 Fuhrmann Boulevard 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 Lease Agreement with Bill's Boatworks, 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."

PROPERTY:

5. D. (4) Authorization for License Agreement, Eclipse Multisport, LLC, NFTA Boat Harbor

RECOMMENDATION: The Property/Risk Management Committee has reviewed this item and recommends that the Board authorize a License Agreement with Eclipse Multisport, LLC, (Dan Horan, President) for use of Gallagher Beach and a portion of the Boat Harbor property for a preparatory clinic for the Nickel City Triathlon.

INFORMATION: In March the Board approved a License Agreement with Eclipse Multisport, LLC, to hold the Elite National Championship race for professional triathletes at the Boat Harbor on September 24 and 25, 2011.

The race organizers in conjunction with the Buffalo Triathlon Club would like to use Gallagher Beach and the parking and grass area of the property between Gallagher Beach and the Boat Harbor for a preparatory clinic for first-time competitors on August 24 or 25, 2011 for approximately three hours. Eclipse Multisport, LLC, will perform any necessary coordination with governmental agencies such as the Coast Guard and the Department of Health and will obtain insurance covering the NFTA.

FUNDING: No funding is necessary.

“RESOLVED, that the Board hereby authorizes a License Agreement with the Eclipse Multisport, LLC for use of Boat Harbor facilities 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 License Agreement with the Eclipse Multisport, LLC with terms and conditions as set forth above and as negotiated; 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. (5) **Authorization for Issuance of Requests for Proposals,
Acquisition of Boat Harbor and 901 Fuhrmann Boulevard**

RECOMMENDATION: The Property/Risk Management Committee has reviewed this item and recommends that the Board authorize the issuance of Requests for Proposals for the acquisition of the NFTA-owned property commonly referred to as the Boat Harbor and Gallagher Beach and the NFTA-owned property commonly referred to as 901 Fuhrmann Boulevard.

INFORMATION: On June 20, 2011 the Board authorized staff to issue Requests for Proposals for the acquisition of the NFTA properties commonly referred to as the Boat Harbor and Gallagher Beach and 901 Fuhrmann Boulevard. The statutorily required sixty-day notice period for the City and the County has concluded, and during that time frame staff continued to enhance the RFPs resulting in the following proposed revisions:

- Including a requirement for a non-refundable application fee of \$1,000 and a refundable deposit of \$25,000 to be submitted with the proposals.
- The RFPs make the appraisals available upon request.
- The RFPs contain the evaluation criteria set forth on the attachment to this resolution.

Staff recommends that the Board authorize issuance of the revised Requests for Proposals.

FUNDING: Funding for the advertisement of the Requests for Proposals is contained in line item 0800995759900.

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

“RESOLVED, that the Board hereby authorizes the issuance of Requests for Proposals for the acquisition of the Boat Harbor and 901 Fuhrmann Boulevard properties as described hereinabove.”

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

NOES: NONE

ADOPTED

ATTACHMENT

Boat Harbor/Gallager Beach RFP Evaluation Criteria

In evaluating Proposals submitted in response to this RFP, the NFTA will consider the following criteria, not listed in order of importance:

- ☐ The NFTA will place high value on Proposals which maximize, enhance and protect public access to the waterfront to the fullest extent possible.
- ☐ The purchase price offered for the Property.
- ☐ High value will also be given to Proposals which demonstrate the financial wherewithal to not only complete the purchase but also complete the intended Project on the Property.
- ☐ Evidence of liquid funds for equity injection into the Project, loan commitments and/or solid offers of financing will be rated highly.
- ☐ Proposals containing an unqualified indemnification of the NFTA from any liability post-closing will be given high preference.
- ☐ The experience of the Proposer, its employees and/or its design/build team with bringing projects to successful completion will be considered important.
- ☐ The absence of material contingencies beyond the 90-day due diligence period.
- ☐ Proposer's compliance with the requirements, provisions, terms and conditions of the RFP.

901 Fuhrmann Boulevard RFP Evaluation Criteria

In evaluating Proposals submitted in response to this RFP, the NFTA will consider the following criteria, not listed in order of importance:

- ☐ The purchase price offered for the Property.
- ☐ Purchase of the entire Property will be given high value.
- ☐ High value will also be given to Proposals which demonstrate the financial wherewithal to not only complete the purchase but also complete the intended Project on the Property.
- ☐ Evidence of liquid funds for equity injection into the Project, loan commitments and/or solid offers of financing will be rated highly.
- ☐ Proposals containing an unqualified indemnification of the NFTA from any liability post-closing will be given high preference.
- ☐ The experience of the Proposer, its employees and/or its design/build team with bringing projects to successful completion will be considered important.
- ☐ The absence of material contingencies beyond the 90-day due diligence period.
- ☐ Proposer's compliance with the requirements, provisions, terms and conditions of the RFP.

6. General Counsel Report – Written
7. Executive Session -
8. Adjournment

At approximately 1:30 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 Helfer, and unanimously approved that the Regular Meeting of the Niagara Frontier Transportation Authority and Niagara Frontier Transit Metro System, Inc. be adjourned.

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

NOES: NONE