



Niagara Frontier Transportation Authority
Serving Buffalo Niagara

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October 28, 2013

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 Regular Meeting held on September 26, 2013

Very truly yours,

A handwritten signature in blue ink, appearing to read "D. State", is written over a blue horizontal line.

David J. State
General Counsel

DJS:lf

Enclosure

**NIAGARA FRONTIER TRANSPORTATION AUTHORITY
 NIAGARA FRONTIER TRANSIT METRO SYSTEM, INC.
 REGULAR BOARD MEETING
 SEPTEMBER 26, 2013 12:30 PM
 MINUTES**

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1. CALL TO ORDER

A. Meeting Called to Order

Chairman Zemsky called the meeting to order at approximately 12:37 p.m.

B. Approval of Minutes of the NFTA Regular Board Meeting held on August 22, 2013

It was moved by Commissioner Perry, seconded by Commissioner Sloma, that the Minutes of the August 22, 2013, Regular Board Meeting of the Niagara Frontier Transportation Authority and Niagara Frontier Transit Metro System, Inc., be accepted and approved.

AYES: ZEMSKY, SLOMA, DEMAKOS, GURNEY, ANSARI,
HICKS, HUGHES, PERRY, WILCOX

NOES: NONE

D. Executive Director's Report:

Executive Director Kimberley Minkel advised the Board that the FTA performed a Financial Condition Capability Assessment in which the ensuing results were best summed up in a quote from the FTA stating; "costs were well managed and have outpaced revenues and can be expected to continue to do so unless NFTA rationalizes its services." in short, "NFTA managed its operations well in a financially austere environment." She also reported that a fourth rail car would soon be received as part of the Rail Car Rebuild Project.

2. NFTA CORPORATE REPORT

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

Corporate Resolutions

- i. Niagara Frontier Transportation Authority, Acceptance of Corporate Resolutions 2. C. (1) through 2. C. (4)
- 1. Authorization for Maintenance Agreement, Ventyx USA, Inc., Software Support Services, NFTA
- 2. Authorization for Agreement, Level3, Internet Service, NFTA
- 3. Authorization for Agreement, First Niagara Bank, N.A., Line of Credit, Metro
- 4. Authorization for Collective Bargaining Agreement, CSEA Local 1000

CORPORATE:

2. C. (i) **Niagara Frontier Transportation Authority, Acceptance of Corporate Resolutions 2. C. (1) through 2. C. (4)**

The Executive Director advised that Items 2. C. (1) through 2. C. (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 Sloma, seconded by Commissioner Demakos, 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. (4) and dated September 26, 2013 as set forth herein, be and hereby are accepted and approved in their entirety.”

AYES: ZEMSKY*, SLOMA, DEMAKOS, GURNEY, ANSARI, HICKS*, HUGHES, PERRY*, WILCOX

**RECUSED: ZEMSKY [*Item 2. C. 3 only]
PERRY [*Item 2. C. 2 and *Item 2. C. 3 only]
HICKS [*Item 2. C. 3 and *Item 2. C. 4 only]**

NOES: NONE

ADOPTED

CORPORATE:

2. C. (1) **Authorization for Maintenance Agreement, Ventyx USA, Inc., Software Support Services, NFTA**

RECOMMENDATION: Staff recommends that the Board authorize renewal of the Ventyx Ellipse Enterprise Management Software Annual Maintenance Agreement, in the amount of \$109,193.51. Ventyx, an ABB Company, was formerly known as Mincom, Inc.

INFORMATION: The NFTA currently uses the Ellipse Management Software and its Enterprise Management application to support our business activities. The software maintenance agreement helps to maintain an efficient operating system and entitles the NFTA to new version releases and fixes. This agreement provides support for the following modules:

- Maintenance/Work Orders
- Purchasing
- Inventory
- General Ledger
- Accounts Receivable
- Account Payable
- Capital Appropriation
- Fixed Assets.

FUNDING: Funding is provided for in the FYE 14 operating budget.

“**RESOLVED**, that the Board hereby authorizes the renewal of the Maintenance Agreement with Ventyx USA, Inc., in the amount of \$109,193.51; and

BE IT FURTHER RESOLVED, that the Executive Director, her designee and/or the Chairman, be and are hereby authorized to execute the Maintenance Agreement with Ventyx USA, Inc., for the total amount of \$109,193.51; and

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

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

CORPORATE:

2. C. (2) **Authorization for Agreement, Level3, Internet Service, NFTA**

RECOMMENDATION: The Staff recommends that the Board of Commissioners authorize the NFTA to purchase a (3) three year Internet Service Agreement with Level3 for 50Mbps, in the amount of \$54,518.40, including taxes, fees and surcharges.

Level3 provides Internet Service under NYS Contract No. PS6423 at a monthly fee of \$1,514.40 plus taxes and surcharges. There are currently 350 employees that have access to the Internet.

INFORMATION: The NFTA continues to reach maximum capacity on the currently 10Mbps circuit and must expand to a 50Mbps circuit to improve Internet access to our internal customers in support of their business applications and to our employees in support of our business.

FUNDING: Funding is provided for in the FYE 13 operating budget.

“RESOLVED, that the Board hereby authorizes an Agreement with Level3 for internet service at a cost of \$54,518.40 as described above; and

BE IT FURTHER RESOLVED, that the Executive Director, her designee and/or the Chairman, be and are hereby authorized to execute an Agreement with Level3 for the total amount of \$54,518.40; and

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

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

CORPORATE:

2. C. (3) **Authorization for Agreement, First Niagara Bank, N.A., Line of Credit, NFTA and NFT Metro**

RECOMMENDATION: Staff recommends that the Board authorize the revolving short-term financing through a line of credit for a three-year period for NFT Metro State Operating Assistance Operating Assistance and State Transit Funding to bridge a timing gap between when funding is needed and when New York State releases the funds to the Authority for an amount not to exceed \$11,250,000.

INFORMATION: In response to a review conducted by the Federal Transit Administration, it was recommended that the NFTA secure a line of credit to ensure completion of the Light Rail Rebuild project in the event that New York State monies are not available when needed. In addition, the NFTA has issued a line of credit over the last several years as a precautionary measure for State Operating Assistance. We have not had to use the line to date for that purpose.

An estimate of one quarter of non-statutory operating assistance is \$11,250,000 and our NYS Transit funding needs for the remainder of the Light Rail Rebuild project is as follows:

FYE 2014	\$0
FYE 2015	\$7,142,400
FYE 2016	\$8,630,500

It is anticipated that a revolving line of \$11,250,000 will be sufficient to cover both operating and capital needs.

The NFTA solicited proposals from qualified financial institutions to provide either a one-year or a three-year term, to match the anticipated cash flow for the rail project through a line of credit, whichever would be at the lowest overall cost. The line would also be used to upfront State Operating Assistance if needed. Three proposals were received from First Niagara Bank, NA, M & T Bank and US Bank. They were evaluated by the selection team based on cost, experience and capabilities in providing the financing, terms and conditions for the financing and quality of service and depth of resources. The evaluation team consisted of the CFO, Manager of Accounting Services and the Manager of Procurement.

The team determined the three year period would satisfy the FTA recommendation and would eliminate the need to issue an RFP each year, saving time and legal fees. With a three-year term there is a fee for not using the line that was taken into consideration.

First Niagara Bank, NA had the lowest interest rate and fees. They proposed a Line of Credit that would be secured by the pledge of the revenues from the State Operating Assistance and anticipated State Transit Funding. The floating rate would be equal to one (1) month LIBOR Rate plus 1.30% per annum with a floor of 1.30%. The repayment schedule would be quarterly interest payments with principal due at maturity. There is an annual unused line fee of \$3,600 that would be prorated for the time the line is not used. The estimated amount of the Lender's legal fees is \$3,000.

The Board will be notified if the line of credit is used and the anticipated repayment schedule.

FUNDING: Funding for the principal is being provided for by New York State Operating Assistance and State Transit Funding and the interest will be funded by Metro operations.

“RESOLVED, that the Board hereby authorizes an Agreement with First Niagara Bank, NA to establish a line of credit for operating and certain capital needs of NFT Metro; 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 First Niagara Bank, NA to establish a line of credit, 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.”

RFP 4330
Revolving Line of Credit

9/26/2013

RFP DOCUMENTS REQUIRED (Completed by Procurement)	M & T Buffalo, NY	First Niagara Buffalo, NY	US Bank New York, NY
Non-Collusive Cert	x	x	x
Disclosure of Prior Non-rep Determinations	x	x	x
Cover Letter	x	x	x
Description of services	x	x	x
Firm, Mgmt & Staff Qualifications	x	x	x
Resumes	x	x	
References	x	x	
Itemized Cost Proposal	x	x	x
SELECTION CRITERIA (Rate on a scale of 1 - 10, with 10 being the highest)			
Team Consensus			
Cost - 50% Based on 3 years	4.74	10.00	2.05
Technical - T & C's of the financing, quality of service, depth of resources - 30%	10.00	5.00	5.00
Qualifications and experience - 20%	9.00	8.00	7.00
Total	7.17	8.10	3.93
COST			
One Year Option			
Interest Rate (1 month LIBOR +)	1.48%	1.30%	2.50%
Attorney's fees	\$5,000	\$3,000	\$32,000
Draw fee per Draw	\$0	\$0	\$250
Amendment fee	\$0	\$0	\$2,500
Undrawn fee per year with no draws	\$0	\$0	0
Three Year Option			
Interest Rate (1 month LIBOR +)	2.30%	1.30%	2.50%
Attorney's fees	\$5,000	\$3,000	\$32,000
Draw fee	\$0	\$0	\$250
Amendment fee	\$0	\$0	\$2,500
Undrawn fee per year with no draws	\$14,062	\$3,600	\$0
Undrawn fee for 3 years with no draws	\$42,186	\$10,800	\$0

CORPORATE:

2. C. (4) **Authorization for Collective Bargaining Agreement, CSEA Local 1000**

RECOMMENDATION: Staff recommends that the Board authorize a four (4) year collective bargaining agreement between the NFTA and CSEA Local 1000 for the period April 1, 2013 through March 31, 2017.

INFORMATION: CSEA Local 1000 represents twenty-nine (29) front-line supervisors in Bus Maintenance, Rail Maintenance and Cash Management. Under the proposed contract, members of this bargaining unit would receive a salary increase of two percent (2%) retroactive to April 1, 2013, two percent (2%) effective April 1, 2014, two percent (2%) effective April 1, 2015, and two percent (2%) effective April 1, 2016.

All current (active) employees and employees hired on or after ratification will contribute ten (10%) percent of the monthly premium cost for either single or family coverage in the High Deductible Health Plan (HDHP) or a replacement plan selected by the Company.

Fiscal Year	Wage Increase	Total Wage Expense	Increase from Prior Year
2013-2014	2%	\$2,173,900	\$42,000
2014-2015	2%	\$2,216,740	\$42,840
2015-2016	2%	\$2,260,437	\$43,697
2016-2017	2%	\$2,305,008	\$44,571

FUNDING: Funding for this Agreement is included in the Authority's FYE 2013 budget.

"RESOLVED, that the Board hereby approves a collective bargaining agreement between NFTA and CSEA Local 1000 for the period commencing April 1, 2013 through March 31, 2017; and

BE IT FURTHER RESOLVED, that the Board authorizes the Executive Director, her designee and/or the Chairman to enter into a collective bargaining agreement with CSEA Local 1000 covering the period commencing April 1, 2013 through March 31, 2017, upon terms and conditions set forth hereinabove and as negotiated; and

BE IT FURTHER RESOLVED, that said Agreement shall include such terms, conditions and such 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 terms of said Agreement, upon certification of the Director, Human Resources, that such payments are in order.”

3. AVIATION BUSINESS GROUP REPORT

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

Aviation Resolutions

- i. Niagara Frontier Transportation Authority, Acceptance of Aviation Resolutions 3. D. (1) through 3. D. (5)
1. Authorization for Agreement, Kenmar General Contracting, LLC, Noise Compatibility Program, BNIA
2. Authorization for Agreement, S&L Specialty Contracting, Inc., Noise Compatibility Program, BNIA
3. Authorization for Supplemental Agreement No. 8, C&S Engineers, Inc., Design Services, Noise Compatibility Program, BNIA
4. Authorization for Agreement, Nichter Construction, Inc., Terminal Restroom Upgrade, BNIA
5. Authorization for Agreements, Zoladz Construction Co., Inc. and Lakestone Development, Inc., Snow Plowing and Removal Services, BNIA
6. Authorization for Agreement, Calspan Corporation, Fixed Base Operator Services, NFIA

AVIATION:

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

The Executive Director advised that Items 3. D. (1) through 3. 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 Wilcox, seconded by Commissioner Hughes, 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. (5) and dated September 26, 2013 as set forth herein, be and hereby are accepted and approved in their entirety.”

AYES: ZEMSKY, SLOMA, DEMAKOS, GURNEY, ANSARI, HICKS, HUGHES, PERRY, WILCOX

NOES: NONE

ADOPTED

AVIATION:

3. D. (1) **Authorization for Agreement, Kenmar General Contracting, LLC, Noise Compatibility Program, BNIA**

RECOMMENDATION: Staff recommends that the Board award, contingent upon the execution of an FAA grant, the subject construction contract to Kenmar General Contracting, LLC for the total lump sum amount of \$2,496,451.90.

INFORMATION: The Part 150 Noise Compatibility Study, approved by the FAA, establishes recommendations for mitigating aircraft noise in the vicinity of the airport. This project provides for alterations and modifications to 75 existing privately owned and occupied residences of various types and sizes. The overall objective of the Residential Sound Installation Program is to achieve quantitative noise reductions in selected homes most affected by aircraft operations. The work includes, but is not limited to; replacement of existing windows and doors, door weather-stripping, mechanical and electrical modifications, and related items for achieving interior protection against aircraft noise intrusion.

The project was publically advertised in accordance with FAA/NFTA procurement guidelines. Four sets of contract documents were distributed to potential bidders with two contractors submitting bids as follows:

Contractor	Amount Bid
Kenmar General Contracting, LLC Jacksonville, Florida Vicki Lynne Marino, President	\$2,496,451.90
S & L Specialty Contracting, Inc. Syracuse, NY Jim Leana, President	\$2,756,000.00
Engineer's Estimate	\$2,590,502.00

One of two potential bidders not responding intends to eliminate their airport division, the other indicated that they are participating as a sub-contractor. It has been determined that the low bidder, Kenmar General Contracting, LLC, 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.

FUNDING: Funding will be provided through a future FAA grant distributed as follows:

FAA	80%	\$1,997,161.52
NYSDOT	10%	\$ 249,645.19
PFC	10%	\$ 249,645.19
	Total	\$2,496,451.90

“RESOLVED, that the Board hereby authorizes an Agreement with Kenmar General Contracting, LLC, for alterations and modifications to 75 existing privately owned and occupied residences near the Buffalo Niagara International Airport as described above; and

BE IT FURTHER RESOLVED, that the Executive Director, her designee and/or the Chairman, be and hereby are authorized to execute an Agreement with Kenmar General Contracting, LLC, as stated hereinabove and as negotiated; and

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

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

AVIATION:

3. D. (2) **Authorization for Agreement, S&L Specialty Contracting, Inc., Noise Compatibility Program, BNIA**

RECOMMENDATION: Staff recommends that the Board award, contingent upon the execution of an FAA grant, the subject construction contract to S & L Specialty Contracting, Inc. for the lump sum amount of \$2,441,000.00.

INFORMATION: The Part 150 Noise Compatibility Study, approved by the FAA, establishes recommendations for mitigating aircraft noise in the vicinity of the airport. This project provides for alterations and modifications to 75 existing privately owned and occupied residences of various types and sizes. The overall objective of the Residential Sound Installation Program is to achieve quantitative noise reductions in selected homes most affected by aircraft operations. The work includes, but is not limited to, replacement of existing windows and doors, door weather-stripping, mechanical and electrical modifications, and related items for achieving interior protection against aircraft noise intrusion.

The project was publically advertised in accordance with FAA/NFTA procurement guidelines. Four sets of contract documents were distributed to potential bidders with one bid received and corresponding engineer's estimate as follows:

Contractor	Initial Bid	Negotiated Cost
S & L Specialty Contracting, Inc. Syracuse, NY Jim Leana, President	\$2,479,000.00	\$2,441,000.00
Engineer's Estimate		\$2,240,335.00

A detailed bid evaluation was performed. The evaluation included documentation of the numerous contacts made to prospective bidders. Two potential bidders indicated that they chose to participate as subcontractors. Another indicated they would not be able to obtain the required construction bonds.

As provided for within the bid documents, the NFTA elected to negotiate with the single bidder. S & L Specialty Contracting, Inc. provided a best and final offer of \$2,441,000.00.

A single bid audit was performed. A detail price analysis concluded the S & L Specialty Contracting, Inc. best and final offer was fair and reasonable. S & L Specialty Contracting, Inc. 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.

FUNDING: Funding will be provided through a future FAA grant distributed as follows:

FAA	80%	\$1,952,800.00
NYS DOT	10%	\$ 244,100.00
PFC	10%	\$ 244,100.00
	Total	\$2,441,000.00

“RESOLVED, that the Board hereby authorizes an Agreement with S&L Contracting, Inc., for alterations and modifications to 75 existing privately owned and occupied residences near the Buffalo Niagara International Airport as described above; and

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

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

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

AVIATION:

3. D. (3) **Authorization for Supplemental Agreement No. 8, C&S Engineers, Inc., Design Services, Noise Compatibility Program, BNIA**

RECOMMENDATION: Staff recommends that the Board award, contingent upon the execution of a FAA grant, Supplemental Agreement No. 8 to C&S Engineers, Inc. for design and construction monitoring services associated with home noise attenuation under the Part 150 Noise Compatibility Program (NCP). Supplement No. 8 consists of a Phase 12a lump sum amount for design services of \$565,243.00 and a Phase 12b cost plus fixed fee not to exceed amount for construction monitoring services of \$721,621.00. The total cost for Supplemental Agreement No. 8 is \$1,286,864.00.

INFORMATION: The NCP has been established based upon the recommendations documented in the Part 150 Noise Compatibility Study as approved by the FAA on April 7, 2006. The NCP includes home noise attenuation construction and associated design, administration, and construction monitoring services. The consultant services contract to provide complete project management for the NCP associated with the NCP is with C&S Engineers, Inc. This contract was awarded through a RFP process.

Per the FAA, new individual grants shall be established every Federal Fiscal Year, (FFY), for each year of the 10-year program. Each year of the NCP is contingent upon the availability of FAA Airport Improvement Program and PFC funding.

Board approval for Phases 1 and 2 was granted in August 2006; for Phases 3 through 5 in May and July 2007 and modified in May 2008; for Phase 6 in July 2008; for Phases 7 and 8a in March 2009; for Phases 8b, 9a and 9b in March 2010; for Phases 10a and 10b in July 2011; and for Phases 11a and 11b in September 2012. The total contract value to date, including Phases 12a and 12b, is \$13,335,571.

Phase 12a of Supplement No. 8 provides for noise attenuation design and administrative services for 56 additional parcels. Phase 12b provides for construction monitoring services for noise attenuation construction of 150 parcels. The construction contracts for these parcels are pending Board approval at this Board meeting.

Results of the negotiations are as follows:

Supplement No. 8	Engineer's Estimate	Negotiated Amount
Phase 12a	\$615,000.00	\$ 565,243.00
Phase 12b	\$729,200.00	\$ 721,621.00
TOTAL	\$1,344,200.00	\$ 1,286,864.00

FUNDING: Funding for the Consultant Services will be provided through a future FAA grant, distributed as follows:

FAA	80%	\$1,029,491.20
NYSDOT	10%	\$ 128,686.40
PFC	10%	\$ 128,686.40
	TOTAL	\$1,286,864.00

“RESOLVED, that the Board hereby authorizes Supplemental Agreement No. 8 with C&S Engineers, Inc., for the design and construction monitoring services associated with the Noise Compatibility Program near the Buffalo Niagara International Airport as described above; and

BE IT FURTHER RESOLVED, that the Executive Director, her designee and/or the Chairman, be and hereby are authorized to execute Supplemental Agreement No. 8 with C&S Engineers, Inc., as stated hereinabove and as negotiated; and

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

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

AVIATION:

3. D. (4) **Authorization for Agreement, Nichter Construction, Inc., Terminal Restroom Upgrade, BNIA**

RECOMMENDATION: Staff recommends that the Board award the subject construction contract to Nichter Construction, Inc. for a lump sum total bid amount of \$996,900.00.

INFORMATION: The objective of this project is to upgrade the sixteen (16) public restrooms at various locations in the departure and arrival areas of the Buffalo Niagara International Terminal. Many of the restrooms have inadequate ventilation. The finishes, partitions, fixtures, and dispensers are worn and outdated. The facilities have become costly to maintain.

The scope of work for this project includes modifications to the ventilation, electrical, and plumbing systems; replacement of the sinks, counters, faucets, fixtures, dispensers, toilet partitions, hand driers, and finishes; and the addition of two (2) companion care restrooms at Gate 2 and Gate 23.

This project was publicly advertised in accordance with NFTA Procurement Guidelines. Fifteen (15) sets of contract documents were distributed to potential prime bidders with ten (10) responding as follows:

Company	Total Bid Amount
Nichter Construction, Inc. Lancaster, NY Christopher Nichter, President	\$996,900.00
Spicer Group Buffalo, NY Shandra Spicer, President/CEO	\$999,800.00
R.B. Mac Construction Co., Inc. Lockport, NY Robert P. Burke, Vice President	\$1,009,000.00
Trason Development Corp. Hamburg, NY Tracy Hirsch, President	\$1,017,297.00
R&P Oak Hill Development Buffalo, NY Christopher J. Hogan, Partner	\$1,037,000.00
S. M. Hayes Buffalo, NY Jeffery B. Hayes, Member	\$1,071,000.00
Sicoli Construction Services, Inc. Niagara Falls, NY Dominic P. Massaro, President	\$1,117,000.00
Resetarits Construction Co.	\$1,134,000.00

Buffalo, NY David W. Resetarits, President	
Sicoli & Massaro, Inc. Niagara Falls, NY Dominic P. Massaro, President	\$1,211,600.00
J&J Construction Littletown, PA Dale V. Christensen, President	\$1,615,133.00

It has been determined that the low bidder, Nichter Construction, Inc., has the knowledge, understanding, and ability to successfully accomplish the scope of work for this project.

The NFTA Affirmative Action/EEO office has been briefed on the bid results and concurs with the recommendation for Board approval. The anticipated DBE participation is 17%.

FUNDING: Funding for construction will be provided through Account No. 12-0000000-3188-2-2595, pending execution of the FAA grant.

FAA	75%	\$747,675.00
NYS DOT	12.5%	\$124,612.50
PFC	12.5%	\$124,612.50
	Total	\$996,900.00

“RESOLVED, that the Board accepts the bid submitted by Nichter Construction, Inc. for the lump sum amount of \$996,900.00, 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 Nichter Construction, Inc. for the lump sum amount of \$996,900.00, 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. (5) **Authorization for Agreements, Zoladz Construction Co., Inc. and Lakestone Development, Inc., Snow Plowing and Removal Services, BNIA**

RECOMMENDATION: Staff recommends that the Board authorize the following Agreements for snow removal services at the Buffalo Niagara International Airport for one season effective November 1, 2013 ending March 31, 2014 with the option to renew for 2 additional one-year seasons at the sole discretion of the NFTA:

- **Zoladz Construction Co., Inc., Alden, New York** – for snow removal services for airside operations including the terminal and air cargo ramps (Area A identified below). The estimated cost for the initial season is \$266,533. The estimated cost for the next two seasons is \$268,457 and \$270,652, respectively. The estimated cumulative cost for the three-season term is \$805,642.
- **Lakestone Development, Inc., Williamsville, New York** – for snow removal services for landside operations including the terminal roadways and parking lots including related walkways (Areas B and C identified below). The estimated cost for the initial season is \$431,012. The estimated cost for the next two seasons is \$443,948 and \$457,258, respectively. The estimated cumulative cost for the three-season term is \$1,332,218.

INFORMATION: Request for Proposal 4334 (RFP) was issued in accordance with NFTA procurement guidelines for snow removal services at BNIA. The specifications requested proposals to identify hourly equipment and operator rates to plow, stack, and remove snow for each of the following areas at BNIA. Each proponent was requested to bid on each area separately for the area(s) which they were interested in servicing. The areas to be serviced include:

- Area A – Airside ramps including terminal and cargo ramps.
- Area B – Landside in front of Terminal including the terminal roadways and walkways, taxi and bus lanes, Preferred Parking Lot, Long Term Parking Lot, and the top level of parking structure .
- Area C – Landside on Holtz and Cayuga Roads including the Economy Parking Lot, employee lots, Genesee Street sidewalks to the FAA tower service road, and other designated areas.

There were two respondents to the RFP. Both respondents offered proposals to provide snow removal services in all 3 designated areas. The NFTA review team comprised of BNIA airfield staff and the NFTA Procurement Department evaluated the proposals taking into consideration qualifications and experience, technical specifications including equipment availability, and cost. The team estimated the seasonal cost (assuming 100 inches of annual snowfall) by determining the approximate number of hours and type of equipment needed to perform snow operations in each designated area.

The team ranked Zoladz Construction Co., Inc from Alden, New York as the highest based on criteria for Area A whereby equipment availability was deemed to be superior combined with their lower cost estimate.

The team ranked Lakestone Development, Inc. from Williamsville, New York as the highest based on this criteria for Area B and Area C. Lakestone has been the incumbent service provider in all areas during the past 8 years and has provided exemplary service throughout their tenure at BNIA. Additionally, their estimated cost to service these areas was the lowest provided.

FUNDING: Funding is included in the BNIA operating budget.

“RESOLVED, that the Board hereby authorize Agreements with Zoladz Construction Co., Inc. and Lakestone Development, Inc. for snow plowing and removal services at the Buffalo Niagara International Airport, as described above; and

BE IT FURTHER RESOLVED, that the Executive Director, her designee and/or the Chairman, be and are hereby authorized to execute Agreements with Zoladz Construction Co., Inc. and Lakestone Development, Inc., for services as described above; and

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

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

RFP # 4334 - SNOWPLOWING AND REMOVAL SERVICES AT BNIA

9/26/2013

RFP DOCUMENTS REQUIRED (Completed by Procurement)	LAKESTONE DEVELOPMENT Williamsville, NY	ZOLADZ CONSTRUCTION CO., INC. Alden, NY				
Cover Letter	X					
Description of services	X	X				
Firm, Mgmt & Staff Qualifications	X	X				
References	X	X				
Itemized Cost Proposal	X	X				
Non-Collusive Cert	X	X				
Disclosure of Prior Non-Rep Determinations	X	X				
Bidder's/Proposer's Affirmation & Certification	X	X				
ST220 Form (if over 100k)	X	X				
List of Equipment	X	X				
SELECTION CRITERIA (Completed by Team)						
	Rate on a score of 1 - 10 with 10 being the highest					
Qualifications & Experience 40%	AREA A	AREA B	AREA C	AREA A	AREA B	AREA C
Technical Specifications 30%	9.50	9.50	9.50	8.00	8.00	8.00
Cost 30%	8.50	8.50	8.50	10.00	9.00	9.00
	9.08	10.00	10.00	10.00	9.88	9.60
TOTAL	9.07	9.35	9.35	9.20	8.87	8.78
ESTIMATED COST						
YEAR 1	AREA A	AREA B	AREA C	AREA A	AREA B	AREA C
YEAR 2	\$287,201.07	\$306,885.87	\$124,126.18	\$266,533.33	\$315,220.17	\$131,464.13
YEAR 3	\$295,828.21	\$316,096.85	\$127,850.74	\$268,456.90	\$319,804.86	\$133,110.73
TOTAL	\$887,723.92	\$948,556.56	\$383,661.03	\$805,642.26	\$959,668.40	\$399,440.96
RFP AWARD	AREA A	AREA B	AREA C	TOTAL		
YEAR 1	\$266,533.33	\$306,885.87	\$124,126.18	\$697,545.38		
YEAR 2	\$268,456.90	\$316,096.85	\$127,850.74	\$712,404.49		
YEAR 3	\$270,652.03	\$325,573.84	\$131,684.11	\$727,909.98		
TOTAL	\$805,642.26	\$948,556.56	\$383,661.03	ZOLADZ	LAKESTONE	LAKESTONE
ESTIMATED ANNUAL COST BASED ON EQUIPMENT RATES AND 100 IN. OF ANNUAL SNOWFALL						

AVIATION:

3. D. (6) Authorization for Agreement, Calspan Corporation, Fixed Base Operator Services, NFIA

RECOMMENDATION: Staff recommends that the Board authorize an Agreement with Calspan Corporation for the provision of fixed base operator services at the Niagara Falls International Airport (NFIA) for a term of three years with two one-year renewal options at the NFTA's sole discretion under the terms and conditions set forth herein.

INFORMATION: The NFTA issued a Request for Proposal for the operation of a full service fixed base operator at NFIA. The NFTA received five proposals in response to its solicitation. Proposals were reviewed and scored by an evaluation team consisting of representatives from Procurement, Legal, NFIA Administration, BNIA Administration, and BNIA Airfield. The two highest ranked proposers, Niagara Falls Aviation, LLC (NFA) and Calspan Corporation (Calspan) were invited to meet with the Evaluation Team to explain their proposal in greater detail and participate in a question and answer session. Both proposers were requested to submit their best and final offer (BAFO) after the meeting. The Evaluation Team ranked Calspan the highest.

Calspan will pay the NFTA for the leasing of facilities and the provision of FBO services a fixed annual base rent of \$120,000. In addition, for each year the total annual revenue of Calspan's FBO operation exceeds \$3.5 million, then the following year's rent will increase by \$50,000 to a maximum of \$170,000. Calspan will be responsible for the collecting and remitting general aviation landing and parking fees set by the NFTA and will retain 30% of those fees. In addition, Calspan will be responsible for the management of the west end general aviation hangar tenants and the collection and remittance of those tenants rents. Calspan will retain 30% of the west end hangar rents as compensation for the provision of those services. A flowage fee will be established by the NFTA at the rate of \$.07 per gallon of fuel delivered to the fuel farm. Calspan will be responsible for the day to day operation of the fuel farm and shall collect and remit the flowage fee in its entirety to the NFTA as a straight pass through.

Calspan committed to invest by updating the existing FBO facilities as well as the recently acquired Speed Transportation Hangar. Calspan will invest a minimum of \$125,000 on various infrastructure and facility improvements over the base three year term of the agreement. Additionally, Calspan will undertake a marketing program and allocate a minimum of \$100,000 over the base term of the agreement. The Calspan managed marketing commitment will be directed toward the FBO operation and the NFIA.

Calspan will lease the FBO facilities consisting of Hangar A/Office, Hangar B (former Speed Transportation facility) and certain portions of the vehicle garage. Calspan will have the use of certain ramp space associated with Hangars A and B for use by its FBO customers and for itinerant general aviation aircraft. Calspan will be required to provide the services set forth in the NFTA's Minimum Standards for FBOs including the provision of ground support services to the commercial air carriers at the terminal. The term of the agreement will commence on the earlier of December 1, 2013 or the date the incumbent FBO transitions the operations to Calspan.

The current FBO agreement expires October 31, 2013. This agreement may be extended for a not to exceed thirty day period in order to foster a seamless transition to Calspan. The transition period will allow for a final accounting of fuel inventory, equipment acquisition, finalizing staffing, and coordination with the commercial airlines operations departments.

Calspan is currently operating its flight research and testing business at the NFIA under a long term ground lease. Calspan employs 47 employees at that location and has invested over \$13 million in a new, state of the art hangar facility. They have provided service expertise to the Department of Defense (DoD) and other research, development, test and evaluation services for their customers. Calspan may supplement the existing FBO facilities through the utilization of its current hangar facility and ramp area if excess space is available. The existing agreement with Calspan will require an amendment to allow for the use of those facilities to supplement the existing FBO facilities. The changed use will be limited to the duration of the FBO agreement.

Calspan has the experience to meet and in some instances exceed the NFTA's Minimum Standards for fixed base operators. Calspan has provided FBO services to its customers including the DoD and for commercial flight test programs. Calspan's experience includes fueling, ramp assistance, aircraft maintenance, loading and unloading of equipment, as well customer service to these clients. Along with maintenance requirements, weight and balance calculations are computed by Calspan prior to releasing a flight. All phases of operations are monitored in the Calspan Flight Operations room. Calspan received stellar recommendations from the Air Force and the Navy. Calspan personnel work out of Naval Air Station Patuxent River, MD and Edwards Air Force Base, CA along with other bases. Calspan is in the final stages of becoming an FAA certified Part 145 repair station. This certification will allow Calspan to provide a full complement of commercial maintenance and will enhance FBO services which exceeds NFTA minimum standards. Calspan has been providing aircraft maintenance and modification services to its internal customers for over 65 years. Calspan personnel have been factory trained to service many of the aircraft that frequent the NFIA including Gulfstream, Lear, Saab and a host of military aircraft. All of Calspan's mechanics based at NFIA are FAA Airframe and Powerplant mechanics and fully certified to work on all sizes of aircraft. Calspan currently provides the existing FBO with emergency maintenance service and will cross utilize existing mechanics to provide on-demand service to our customers as the FBO operator.

Calspan personnel routinely conduct aircraft refueling operations on aircraft ranging from single-engine general aviation aircraft to the Gulfstream G-III. Calspan intends on upgrading the Jet A fuel trucks by leasing two fuel trucks each with a capacity of 7,000 gallons and will acquire an additional de-icing vehicle to improve customer service. Calspan currently has tugs rated for up to a B-747 sized aircraft of greater than 750,000 pounds, as well as staff trained in the safe operation of the tug and tow bar equipment. Calspan's proposed equipment exceeds the minimum equipment required by the RFP. Calspan is capable of providing the required ramp assistance to general aviation aircraft and the commercial carriers servicing the NFIA. Calspan currently handles all of the ramp assistance of their internal customers.

Calspan has the technical expertise, premier customer service, and the community commitment to provide a first class full service FBO at NFIA.

FUNDING: No funding is necessary.

Whereupon, it was moved by Commissioner Gurney, seconded by Commissioner Wilcox, that the following Resolutions be adopted:

“RESOLVED, that the Board hereby authorizes an Agreement with Calspan Corporation for fixed based operator services at the Niagara Falls International Airport, as described above; and

BE IT FURTHER RESOLVED, that the Executive Director, her designee and/or the Chairman, be and are hereby authorized to execute an Agreement with Calspan Corporation for services as described above; and

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

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

AYES: ZEMSKY, GURNEY, ANSARI, HICKS, HUGHES, WILCOX

ABSTENTION: SLOMA

RECUSED: DEMAKOS, PERRY

NOES: NONE

ADOPTED

AVIATION 3. D. (6)

**RFP 4316 -
Fixed Base Operator at Niagara Falls International Airport**

(Completed by Procurement)	Niagara Falls Aviation Niagara Falls, NY	Calspan Buffalo, NY	Flightlevel Aviation Norwood, MA	Skyport/Volo New Cumberland, PA	Taugannock Aviation Ithaca, NY
Non-Collusive Cert	x	x	x	x	x
Disclosure of Prior Non-rep Determinations	x	x	x	x	x
Cover Letter	x	x	x	x	x
ST 220 form	x	x	x	x	x
Description of product	x	x	x	x	x
Firm, Mgmt & Staff Qualifications	x	x	x	x	x
References	x	x	x	x	x
Itemized Cost Proposal	x	x	x	x	x
SELECTION CRITERIA (Completed by Team)	(Rate on a scale of 1 - 10, with 10 being the highest)				
Qualifications and Experience: Demonstrated ability in the industry, references, past performance, personnel, management. 40%	8.50	8.00	5.00	4.00	3.00
Technical Criteria: Project approach, methods, compliance with requirements. 30%	7.50	9.00	4.00	4.00	3.00
Compensation. 30%	7.59	10.00	6.81	8.55	8.03
TOTAL	7.93	8.90	5.24	5.37	4.51
COMPETITIVE RANGE					
Estimated Return to NFTA *					
Year 1 - Commissions	\$88,249	\$88,249	\$94,149	\$180,558	\$146,562
Year 1 - Fixed rent / MAG	\$61,209	\$120,000	\$0	\$25,000	\$31,500
Year 2 - Commissions	\$92,661	\$92,661	\$98,857	\$189,586	\$153,891
Year 2 - Fixed rent / MAG	\$66,269	\$120,000	\$0	\$25,000	\$31,500
Year 3 - Commissions	\$97,294	\$97,294	\$103,800	\$199,065	\$161,586
Year 3 - Fixed rent / MAG	\$71,582	\$120,000	\$0	\$25,000	\$31,500
Year 4 - Commissions	\$102,159	\$102,159	\$108,990	\$209,018	\$169,665
Year 4 - Fixed rent / MAG	\$77,162	\$120,000	\$0	\$25,000	\$31,500
Year 5 - Commissions	\$107,267	\$107,267	\$114,439	\$219,469	\$178,149
Year 5 - Fixed rent / MAG	\$83,020	\$120,000	\$0	\$25,000	\$31,500
Total - Commissions and fixed rent/MAG	\$846,872	\$1,087,630	\$520,235	\$1,122,696	\$967,353
Hangar B revenue estimate	\$0	\$0	\$23,450	\$0	\$11,725
Capital investment	\$150,000	\$125,000	\$350,000	\$0	\$75,000
Marketing program	\$0	\$100,000	\$0	\$0	\$0
Total commitment	\$996,872	\$1,312,630	\$893,685	\$1,122,696	\$1,054,078
* - assumes 5% annual growth					

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

Surface Transportation Resolutions

- i. Niagara Frontier Transportation Authority, Acceptance of Surface Transportation Resolutions 4. D. (1) through 4. D. (3)
 - 1. Authorization for Procurement, Gillig, LLC, Voith Transmission Parts, Metro
 - 2. Authorization for Agreement, Digital Printing System of Szusa, Printing of Day Passes, Metro
 - 3. Authorization for Ground Lease Agreement, FNUB, Inc./University at Buffalo, Enhancement and Integration of Allen Medical Campus Station into the UB School of Medicine and Biomedical Sciences

SURFACE:

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

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

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

“**RESOLVED**, that the Resolutions of the Niagara Frontier Transportation Authority, identified as numbers 4. D. (1) through 4. D. (3) and dated September 26, 2013 as set forth herein, be and hereby are accepted and approved in their entirety.”

AYES: ZEMSKY, SLOMA, DEMAKOS, GURNEY, ANSARI, HICKS, HUGHES, PERRY*, WILCOX

ABSTENTION: PERRY [*Item 4. D. 3 only]

NOES: NONE

ADOPTED

SURFACE:

4. D. (1) Authorization for Procurement, Gillig, LLC, Voith Transmission Parts, Metro

RECOMMENDATION: Staff recommends that the Board accept the bid submitted by Gillig LLC for the provision of Voith Transmission parts. The estimated annual expenditure is approximately \$375,000.00 for the period September 30, 2013 to September 30, 2016.

INFORMATION: This procurement provides Voith Transmission parts required to maintain and rebuild transmissions used in various heavy duty transit buses within the Authority's fleet.

Bidders were required to submit a discount percentage off the current Voith Transmission price list.

A total of 39 suppliers downloaded the bid package. Only one responsive bid was submitted by Gillig LLC of Hayward, CA.

Year	Gillig
Year 1	Fleet Price Less 3.5%
Year 2	Fleet Price Less 3.5%
Year 3	Fleet Price Less 3.5%

The Internal Audit Department has conducted a single source bid audit and determined the pricing submitted by Gillig LLC is fair and reasonable.

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

“RESOLVED, that the Board hereby authorizes the procurement of Voith transmission parts from Gillig, LLC, at an approximate annual cost of \$375,000, as described above; and

BE IT FURTHER RESOLVED, that the Manager, Procurement, be and she is hereby authorized to issue Purchase Orders to Gillig, LLC for the procurement of Voith transmission parts to be used as described hereinabove; and

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

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

SURFACE 4. D. (1)

SURFACE:

4. D. (2) **Authorization for Agreement, Digital Printing System of Azusa, Printing of Day Passes, Metro**

RECOMMENDATION: Staff recommends that the Board authorize an Agreement with Digital Printing System of Azusa, California for printing and delivery of new day passes, which will be used by NFT Metro Bus for a five (5) year period at an estimated cost of \$277,836.48 with the option to cancel at anytime at the sole discretion of NFTA. An estimated quantity of 349,920 passes will be printed per year.

INFORMATION: NFT Metro has sold day passes for the past several years. Day passes have become very popular with our customers, and we anticipate an increase in the number of day passes. The day passes will be available in Metro Ticket vending machines located in all rail stations and transportation centers. In addition, day passes can be purchased when boarding a bus. The RFP was solicited in accordance with NFTA procurement guidelines and the documents were downloaded 49 times. Two responsive proposals were received.

The Evaluation Team included: Assistant Manager, Procurement; Manager, Planning; and Superintendent of Transportation Services. The proposals were evaluated and ranked based on compliance with technical specifications, experience, and cost. Digital Printing System was ranked the highest. Attached is a copy of the completed evaluation.

FUNDING: Funding is provided for in Operating Budget Account No. 2-40-40-27-582-0153.

“RESOLVED, that the Board hereby authorizes the procurement of day passes from Digital Printing System of Azusa, as described above; and

BE IT FURTHER RESOLVED, that the Manager, Procurement, be and she is hereby authorized to issue Purchase Orders to Digital Printing System of Azusa for the procurement of day passes to be used as described hereinabove; and

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

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

BID/RFP # 4333 - PRINTING OF DAY PASSES

RFP DOCUMENTS REQUIRED (Completed by Procurement)	DIGITAL PRINTING SYSTEMS INC. Azusa, CA	CANADA TICKET, INC. Langley, British Columbia, Canada
Cover Letter	X	X
Description of services	X	X
Firm, Mgmt & Staff Qualifications	X	X
References	X	X
Itemized Cost Proposal	X	X
Non-Collusive Cert	X	X
Disclosure of Prior Non-Rep Determinations	X	X
Bidder's/Proposer's Affirmation & Certification	X	X
ST220 Form (if over 100k)		
Technical Specifications		
Samples	X	X
SELECTION CRITERIA (Completed by Team)		
Rate on a score of 1 - 10 with 10 being the highest		
Qualifications & Experience 40%	9.00	9.00
Compliance with technical specifications 30%	8.00	8.00
Cost 30%	10.00	9.53
TOTAL	9.00	8.86
ESTIMATED ANNUAL QTY - PADS		
COST	UNIT AMOUNT	TOTAL AMOUNT
YEAR 1	349,920	\$54,237.60
YEAR 2	349,920	\$54,237.60
YEAR 3	349,920	\$55,287.36
YEAR 4	349,920	\$56,687.04
YEAR 5	349,920	\$57,366.88
TOTAL		\$277,836.48
		\$55,987.20
		\$57,036.96
		\$57,981.74
		\$58,486.40
		\$60,991.06
		\$291,483.36

SURFACE:

4. D. (3) **Authorization for Ground Lease Agreement, FNUB, Inc/University at Buffalo, Enhancement and Integration of Allen Medical Campus Station into the UB School of Medicine and Biomedical Sciences**

RECOMMENDATION: Staff recommends the Board authorize execution of a Ground Lease Agreement with FNUB Inc./University of Buffalo for the enhancement and integration of the Allen Medical Campus Station into UB's School of Medicine and Biomedical Sciences.

INFORMATION: Under the Master Plan for UB 2020, the University at Buffalo is relocating its medical school (UB's School of Medicine and Biomedical Sciences ("SMBS")), to the downtown Buffalo Niagara Medical Campus. The site of the relocation is adjacent to and over the Niagara Frontier Transportation Authority's ("NFTA") Allen-Medical Campus station (the "Existing Transit Station"). The Existing Transit Station will be partially demolished and an Enhanced Transit Station will be constructed and incorporated into the SMBS building, with the SMBS building constructed in part above the Existing Transit Station. UB has estimated that it will cost approximately \$375 million to build the new medical school.

UB has entered into land acquisition agreements and will initially be proceeding with construction of the Enhanced Transit Station through FNUB, Inc. ("FNUB"), an affiliate of the UB Foundation. Toward this end, FNUB seeks to enter into a Ground Lease Agreement with NFTA to lease a portion of the ground housing the Existing Transit Station and the air rights above Existing Transit Station. UB will partially demolish and alter the Existing Transit Station and construct the Enhanced Transit Station in accordance with the Plans and Specifications reviewed and approved by NFTA. These capital expenditures, resulting in the construction and incorporation of the Enhanced Transit Station into the Medical School Facility, will benefit NFTA by enhancing the value of the Existing Transit Station and the underlying real property owned by NFTA, and will defray and postpone the necessity of future capital investment by NFTA in the station. The lease will eventually be assigned by FNUB to UB. The basic business terms of the transaction are:

- **Term.** The ground lease will be for a term of 99 years.
- **Rent/Compensation for Residual Value.** UB has agreed to pay fair market rental value for the leased premises which includes air rights above the Existing Transit Station. The fair market value for the ground lease has been appraised at \$1,600,000. UB has also agreed to pay \$1,686,637 payment to NFTA to compensate the Federal Transit Administration ("FTA") for the residual value (calculated in accordance with applicable FTA rules) of the Existing Transit Station. Thus, the combined fair market value of the Leased Premises and the residual value of the Existing Transit Station total \$3,280,637 due the NFTA. A portion of UB's total expenditures will be credited as a capital contribution to NFTA and received as an in-kind payment in satisfaction of the rental payments under the Lease and the residual value of the Existing Transit Station. UB has agreed that any shortfall will be paid to the FTA and/or the NFTA. Any excess in-kind payment by UB to NFTA will accrue to the mutual benefit of the parties.

- **Continuing Control and Alternative Transportation Costs.** The NFTA will maintain continuing control of its transit station before, during and after project completion. UB has agreed to keep Allen Medical Campus Station open during construction. In the event that any temporary closure of Allen Medical Campus Station is necessitated by the construction, UB has agreed to reimburse the NFTA for alternative transportation (such as bus shuttles) provided by the NFTA to our customers.
- **Consultant Costs.** UB has agreed to reimburse the NFTA for reasonable consultant costs (e.g. engineering, legal, property appraisals).
- **Non-Fare Revenue Space.** UB has agreed to provide an appropriate space to be used by the NFTA to generate non-fare revenue such as the operation of a coffee shop. This revenue will be used to defray the NFTA's cost of providing public transportation.
- **Use Restrictions:** UB has requested certain restrictions on the NFTA's use of the Enhanced Transit Station consonant with the inclusion of the stations into the medical school, including no sit-down restaurants.
- **Insurance.** UB has agreed to procure and maintain an appropriate level of insurance consistent with the NFTA's insurance specifications.
- **Performance Bond.** UB has agreed to procure and maintain a performance bond to ensure that the project is completed in a timely and satisfactory manner.
- **Operations and Maintenance Agreement.** UB has agreed to enter into an Operation and Maintenance Agreement to delineate the responsibilities of each party.
- **Right of First Refusal:** In the event the NFTA elects to sell the Allen Medical Campus Station, UB will have the right of first refusal to meet an offer submitted by a third party for the Enhanced Transit Station and any landlair rights not already leased to UB.
- **Right to Purchase:** In the event the NFTA elects to sell the existing transit line, UB will have the right to acquire the Leased Premises, which do not include the Enhanced Transit Station, for \$1.00.

FUNDING: No funding is required.

“RESOLVED, that the NFTA hereby adopts and incorporates in full the attached New York State Environmental Quality Review Act (“SEQRA”) Findings Statement, embodying NFTA's consideration of the impacts, facts, and conclusions disclosed in the Draft and Final Environmental Impact Statements and August 28, 2013 SEQRA findings issued by the State University Construction Fund as SEQRA lead agency; and embodying NFTA's own finding and certification as an Involved Agency that:

- the requirements of the SEQRA regulations at 6 N.Y.C.R.R. Part 617 have been met:

- consistent with social, economic and other essential considerations from among the reasonable alternatives available, the action is the one that avoids or minimizes adverse environmental impacts to the maximum extent practicable; and

- adverse impacts to the environment, and to NFTA's property and operations in particular, will be avoided or minimized to the maximum extent practicable by incorporating as conditions to the decision those mitigative measures that were identified as practicable; and

BE IT FURTHER RESOLVED, that the Board hereby authorizes the execution of a Ground Lease Agreement with FNUB Inc./University of Buffalo for the enhancement and integration of Allen Medical Campus Station into UB's new School of Medicine and Biomedical Sciences at the downtown Buffalo Niagara Medical Campus; and

BE IT FURTHER RESOLVED, that the Executive Director, her designee and/or the Chairman, be and hereby are authorized to execute a Ground Lease Agreement with FNUB Inc./University of Buffalo with terms and conditions as set forth above and as negotiated; and

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

**University at Buffalo School of Medicine and Biomedical Sciences
City of Buffalo, Erie County, New York**

SEQRA Findings Statement

September 26, 2013

Introduction

Pursuant to Article 8 (State Environmental Quality Review Act – SEQRA) of the Environmental Conservation Law and 6 N.Y.C.R.R Part 617, the Niagara Frontier Transportation Authority (“NFTA”) as an Involved Agency, makes the following findings concerning a proposed Ground Lease Agreement between NFTA and FNUB, Inc., an affiliate of the UB Foundation, necessary for the construction and operation of the proposed SUNY at Buffalo (“UB”) School of Medicine and Biomedical Sciences (“SMBS”). As discussed more fully below, a comprehensive SEQRA environmental impact statement review of the SMBS has been conducted by the State University Construction Fund (“SUCF”) as SEQRA Lead Agency, and is the subject of a SEQRA Findings Statement issued by SUCF on August 28, 2013, which SUCF Findings Statement is referenced herein in its entirety.

Description of the Action

The SUCF and UB propose to construct a building to serve as the primary location for the SMBS on an approximately 2.0 acre site at the southeast corner of Main and High Street (“SMBS Site”) on the Buffalo Niagara Medical Campus (“BNMC”). Additionally, UB with other partner institutions propose to construct an associated parking structure on a portion of the block bounded by Main, E. North, Ellicott, and Goodrich Streets (“Parking Ramp Site”). Collectively, the SMBS Site and Parking Ramp Site are referred to as the Project Site.

The SMBS was originally proposed to be up to eight stories tall, with two subterranean levels, and up to approximately 610,000 gross square feet, with a maximum height of approximately 195 feet. These dimensions were used to evaluate the worst case scenario in a Draft Environmental Impact Statement (“DEIS”) issued by SUCF as Lead Agency on or about June 4, 2013. As described in the Final Environmental Impact Statement (“FEIS”) issued by SUCF on or about August 12, 2013, the size of the SMBS was reduced to 589,000 gross square feet, one subterranean level and a maximum height of approximately 150 feet.

The SMBS will support a variety of medical education and research programs including, but not limited to: lab space, conference rooms, faculty/staff offices, a small café, classrooms, exam and surgical rooms, and research support and storage. Access to the facility will be provided at street level via a lobby on Level 1.

The proposed SBMS will be located adjacent to and above NFTA's Allen-Medical Campus station (the “Existing Transit Station”). The Existing Transit Station will be partially demolished and an Enhanced Transit Station will be constructed and incorporated into the SMBS building, with the SMBS building constructed in part above the Existing Transit Station. The southern end

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of Level 1 of the SBMS will contain the Enhanced Transit Station and below grade platform. The building design preserves the Allen Street Extension through the building as an open pedestrian walkway from across Main Street.

Some of the existing surface parking located on the block of the proposed SMBS site will be eliminated as part of the site development. However, vehicular access to the proposed Project will remain along Main, High, and Washington Streets. The site is also accessible from NFTA Metro Rail, NFTA Bus, campus transits systems, and is designed to maximize pedestrian and bicycle accessibility, including provision of indoor bicycle storage on Level 1, and the integration with the Allen Street Extension.

Construction of the Parking Ramp would provide up to an additional 480 parking spaces.

NFTA Jurisdiction

The NFTA must enter into a Ground Lease Agreement with SUCF and UB to allow for the construction and operation of the SMBS.

Purpose and Need

As detailed in SUCF's August 28, 2013 Findings Statement, the proposed SMBS is one of many actions recommended in UB's Comprehensive Physical Plan and is intended to:

- Provide a new anchor UB educational presence and gateway on the Downtown Campus,
- Physically integrate the School of Medicine with other Buffalo Niagara Medical Campus ("BNMC") institutions, and
- Provide room on South Campus for other aspects of the Physical plan to be executed.

The proposed SMBS is also consistent with the goals and objectives of The Queen City in the 21st Century: Buffalo's Comprehensive Plan by helping to repair the neighborhood and urban fabric along Main Street and add significant investment into both public services and critical transportation infrastructure. Additionally, it helps transform the city's economy by adding to the synergy of a world-class medical research campus.

SEQRA Process

UB previously prepared a Generic Environmental Impact Statement ("GEIS") for its entire Comprehensive Physical Plan.

Subsequent to the GEIS, a SEQRA analysis specific to the SMBS was conducted. On August 9, 2012, the SUCF circulated to potentially interested/involved agencies a full Environmental Assessment Form ("EAF") and statement indicating that the SUCF intended to serve as Lead Agency for the SEQR review of the SMBS. Following the 30-day lead agency determination period, no agency objected to the SUCF assuming the role of Lead Agency. The NFTA is an involved agency by virtue of its need to approve the Ground Lease Agreement. The SUCF, as

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Lead Agency, subsequently issues a Positive Declaration and initiated the Public Scoping Process.

The following procedural steps were taken:

- Draft scoping document for the proposed SMBS on October 12, 2012,
- Public Scoping Meeting on October 22, 2012,
- Final Scoping Document December 20, 2012,
- Acceptance of the DEIS as complete by the Lead Agency June 4, 2013,
- Public comment Period June 4, 2013 to July 8, 2013,
- Public hearing on the DEIS June 25, 2013,
- FEIS Issued by Lead Agency August 12, 2013, and
- Lead Agency Findings August 28, 2013.

Facts and Conclusions Relied on to Support the Findings

The Findings contained here are based on the full record of the proceedings, submissions and comments presented to and/or prepared by or on behalf of SUCF as SEQRA Lead Agency, which administrative record is hereby incorporated herein in its entirety.

Traffic and Transportation

Construction Impacts

Construction of the Project will have a minor, short-term impact on traffic around the BNMC. These will be temporary and are not anticipated to be significant.

Construction of the Project will also have temporary impacts on the operation of the Existing Transit Station, and on bus stops surrounding the Project Site. It is anticipated that the station will remain open throughout construction, although pedestrian access may be rerouted as necessary to accommodate construction of the new facility.

Temporary construction impacts to NFTA service will be mitigated by signage, lighting, and protected pedestrian pathways.

The location of the bus stops serving the BNMC may be shifted according to construction access needs and the safety of NFTA ridership, although these relocations are expected to be temporary and do not constitute a substantial adverse impact.

Any relocation of bus stops will be mitigated through appropriate signage.

Operational Impacts

The relocation of the SMBS may increase ridership on the NFTA Metro Rail. The station will also be directly accessed through the Project site.

An increase in riders will have no adverse impact on Metro Rail operation and therefore, does not require mitigation.

The incorporation of the Enhanced Transit Station into Level 1 of the SMBS will not restrict access to the station or limit operations of the station; therefore no adverse impacts were identified and no mitigation is required.

Community Facilities and Services

Construction

The construction of the Project will include the demolition of the Existing Transit Station entrance structure. However, the NFTA Police substation facility will be left intact [Note: This is as stated on p. 14 of SUCF Findings Statement] .

No adverse impacts are anticipated to community services from the construction of the Project.

Operation

The operation of the SMBS is anticipated to increase ridership on the Metro Rail and at the Allen/Medical Station in particular. While the NFTA Police Department may experience an increased demand for services, this is not anticipated to be a significant adverse impact or require mitigation in light of the adequate existing community services and facilities.

The SMBS will incorporate a fully addressable fire alarm system with a fire alarm test and control unit, initiating devices, emergency voice evaluation, firefighter's communication system, egress door locks, smoke control systems and standby generators to supply power to all life safety devices in the event of emergencies.

Summary of Impacts Mitigation and Balancing

No significant adverse impacts were identified related to NFTA property or operations; therefore, no mitigation or balancing is required.

Alternatives to the Proposed Action

The DEIS evaluated reasonable project alternatives as required by SEQR. They were:

- Alternative 1 – Construction of a 12 story building, the Allen Street Extension and NFTA Station are unaltered.
- Alternative 2 – Construction of a 9 story building with a larger building footprint. The NFTA Station is integrated into the SMBS but the Allen Street Extension could be opened to vehicular traffic and does not pass through the building.
- Alternative 3- Construction of a 7 story building with the largest footprint. Both the NFTA Station and the Allen Street Extension, as pedestrian use only, are integrated into the building. This was selected as the preferred alternative.

Certification of Findings

Having considered the administrative record of SUCF as Lead Agency including, among other things, the Draft and Final Environmental Impact Statements and SUCF's August 28, 2013 Findings Statement, and all other relevant facts, this Findings Statement by NFTA as Involved Agency certifies that:

1. The requirements of the SEQRA regulations at 6 N.Y.C.R.R. Part 617 have been met; and
2. Consistent with social, economic and other essential considerations from among the reasonable alternatives available, the action is the one that avoids or minimizes adverse environmental impacts to the maximum extent practicable; and
3. Adverse impacts to the environment and to NFTA's property and operations in particular, will be avoided or minimized to the maximum extent practicable by incorporating as conditions to the decision those mitigative measures that were identified as practicable.



Signature of Responsible Official

Timothy P. Carvana

Name of Responsible Official

Director Health, Safety & Env. Quality

Title of Responsible Official

September 26, 2013

Date

Niagara Frontier Transportation Authority

Name of Agency

- 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/Risk Management Resolutions 5. D. (1) through 5. D. (3)
1. Authorization for Lease Agreement, Bill's Boatworks, Inc., Port Terminal A
2. Authorization for Lease Agreement, Olson Bros. Marine, Inc., Port Terminal A
3. Authorization for License Agreement, Finishing Trades Institute of Western and Central New York, 195 Holtz Drive
4. Authorization for Disposition Agreement, Sale of Real Property located at 901 Fuhrmann Boulevard to Gracious Living Corporation

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 Wilcox, seconded by Commissioner Gurney, that 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 September 26, 2013 as set forth herein, be and hereby are accepted and approved in their entirety.”

AYES: ZEMSKY, SLOMA, DEMAKOS, GURNEY, ANSARI, HICKS, HUGHES, PERRY, WILCOX

NOES: NONE

ADOPTED

PROPERTY:

5. D. (1) **Authorization for Lease Agreement, Bill's Boatworks, Inc., Port Terminal A**

RECOMMENDATION: Staff 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 A.

INFORMATION: Bill's Boatworks leased 60,000 square feet in Terminal B last winter to store boats in cold storage. This year they have requested the use of 50,000 square feet in Terminal A with the ability to rent more space if necessary. The lease would be for approximately 8 months commencing September 27, 2013 and ending May 30, 2014. The rent would be a flat rate of \$50,000 payable in advance. If more space is required, the rental rate for the additional space will be negotiated.

FUNDING: No funding is necessary.

"RESOLVED, that the Board hereby authorizes a Lease Agreement with Bill's Boatworks, Inc., for use of space at Port Terminal A as described hereinabove; and

BE IT FURTHER RESOLVED, that the Executive Director, her designee and/or the Chairman, be and hereby are authorized to execute a Lease Agreement with 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. (2) **Authorization for Lease Agreement, Olson Bros. Marine, Inc., Port Terminal A**

RECOMMENDATION: Staff recommends that the Board authorize a lease agreement with Olson Bros. Marine, Inc. (Lisa Olson, President) for the lease of warehouse space at Port Terminal A.

INFORMATION: Olson Bros. Marine has a boat maintenance facility adjacent to the Boat Harbor at the former Freezer Queen site. They have requested the use of 15,000 square feet in Terminal A for the upcoming winter to store boats in cold storage, with the ability to rent more space if necessary. The lease would be for eight months commencing September 30, 2013 and ending May 30, 2014. The prepaid rent would be at a rate of \$1.00 per square foot per year or \$10,000 for the eight month period. If Olson Bros. requires more square feet, the rental rate will be \$1 per square foot, per year payable in advance of occupancy.

FUNDING: No funding is necessary.

“RESOLVED, that the Board hereby authorizes a Lease Agreement with Olson Bros. Marine, Inc., for use of space at Port Terminal A as described hereinabove; and

BE IT FURTHER RESOLVED, that the Executive Director, her designee and/or the Chairman, be and hereby are authorized to execute a Lease Agreement with Olson Bros. Marine, 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. (3) **Authorization for License Agreement, Finishing Trades Institute of Western and Central New York, 195 Holtz Drive**

RECOMMENDATION: Staff recommends that the Board authorize a license agreement with the Finishing Trades Institute of Western and Central New York for vacant land on Holtz Drive.

INFORMATION: The Finishing Trades Institute's offices are located at the corner of Aero and Holtz Drive adjacent to 195 Holtz Drive. The buildings at 195 Holtz have been demolished and the majority of the land has been incorporated into the Long Term B Parking Lot at BNIA. There remains a piece of property outside of the parking lot fence that is adjacent to the Finishing Trades Institute's parking lot. They have requested a license agreement allowing them to use that 6,781 square foot piece of land for parking. The rental rate will be \$1,000 per year with a 2% annual escalator. The lease term will be for five years beginning October 1, 2013 with the NFTA having the ability to terminate with 30 days notice if this parcel is needed for an aviation use.

FUNDING: No funding is necessary.

"RESOLVED, that the Board hereby authorizes a License Agreement with Finishing Trades Institute of Western and Central New York, for the use of vacant land located at 195 Holtz Drive, 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 Finishing Trades Institute of Western and Central New York 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. (4) Authorization for Disposition Agreement, Sale of Real Property located at 901 Fuhrmann Boulevard to Gracious Living Corporation

RECOMMENDATION: Staff recommends that the Board authorize, subject to compliance all applicable regulatory and other approval requirements including, but not limited to, the New York State Environmental Quality Review Act (SEQRA), a Disposition Agreement with Gracious Living Corporation for its acquisition of approximately 49.5 acres of real property located at 901 Fuhrmann Boulevard, Buffalo, New York for the negotiated price of \$4,707,250.

INFORMATION: The NFTA Board has previously determined that ownership, operation and development of the waterfront property is not consistent with the NFTA's transportation mission. In August 2011 the Board authorized staff to issue a Request for Proposals for the sale of the NFTA's real property located at 901 Fuhrmann Boulevard. No proposals were received.

Subsequently, the Board authorized the issuance of a Request for Proposals for the transfer of all of the NFTA's waterfront property, including the parcel located at 901 Fuhrmann Boulevard, to a governmental entity. Erie Canal Harbor Development Corporation ("ECHDC") and the City of Buffalo submitted a joint proposal, and the parties have been conducting negotiations in that regard.

Even though no proposals were received as a result of the RFP process, since that time the property has continuously been listed for sale or lease both on a billboard at the property and on the NFTA's website, and many different entities have been shown the property and expressed interest in leasing and/or acquiring it. One such entity is Gracious Living Corporation.

Gracious Living is a Canadian company looking to set up its first United States manufacturing location for a plastic injection molding plant. The company has over 1.5 million square feet of manufacturing and warehouse space in Canada and annual sales of over \$100 million. They anticipate hiring up to 300 employees at the 901 Fuhrmann location. ECHDC has been apprised of this sale and has no objection.

The negotiated sale price of \$4,707,250 exceeds the \$4,000,000 appraised value of the property. Upon execution of the Disposition Agreement, Gracious Living will put a \$50,000 deposit into escrow. Gracious Living will then have a 120-day due diligence period to conduct environmental testing and other investigations. At the conclusion of the due diligence period Gracious Living shall either elect not to proceed with the transaction, in which case the \$50,000 deposit will be returned, or shall elect to proceed with the closing of the transaction, and provide an additional \$100,000 deposit to be placed in escrow. At this point the total escrow of \$150,000 will not be refundable unless the NFTA breaches the Disposition Agreement.

The Disposition Agreement provides that Gracious Living will waive all claims relating to the environmental condition of the property and indemnify the NFTA for any environmental claims that result from Gracious Living's excavation, construction, disturbance, alteration, ownership or operation of the Property. The Agreement permits Gracious Living to elect to hold title to the

property to an entity to be formed; but Gracious Living will remain liable for the terms of the Disposition Agreement. Gracious Living has also agreed to permit the NFTA to leaseback the Boat Harbor Maintenance Building for a maximum of five years in exchange for the NFTA to continue to provide snow removal and grass mowing services. The NFTA will have the ability to terminate the lease upon 60 days notice.

FUNDING: The broker commission of 5% of the sale price will be paid from the proceeds of the sale.

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

“RESOLVED, that the Board hereby authorizes, subject to compliance with all applicable regulatory and other approval requirements including, but not limited to, SEQRA, an Agreement with Gracious Living for the sale of approximately 49.5 acres of real property located at 901 Fuhrmann Boulevard; and

BE IT FURTHER RESOLVED, that the Executive Director, her designee and/or the Chairman, be and are hereby authorized to execute such an Agreement with Gracious Living, for the total amount of \$4,707,250.00; and

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

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 Chief Financial Officer, that such payments are in order.”

**AYES: ZEMSKY, SLOMA, DEMAKOS, GURNEY, ANSARI, HICKS,
HUGHES, PERRY, WILCOX**

NOES: NONE

ADOPTED

PROPERTY 5. D. (4)

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

At approximately 1:12 p.m., the Chairman indicated that there was no further business coming before the Board, whereupon it was moved by Commissioner Sloma, seconded by Commissioner Wilcox, and unanimously approved that the Regular Meeting of the Niagara Frontier Transportation Authority and Niagara Frontier Transit Metro System, Inc. be adjourned.

**AYES: ZEMSKY, SLOMA, DEMAKOS, GURNEY, ANSARI,
HICKS, HUGHES, PERRY, WILCOX**

NOES: NONE