



Niagara Frontier Transportation Authority
Serving Buffalo Niagara

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June 30, 2015

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 Annual Board Meeting held on May 28, 2015.

Very truly yours,

A handwritten signature in black ink, appearing to read "David J. State", 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
 MAY 28, 2015 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 12:32 p.m.

B. **Approval of Minutes of the NFTA Annual Board Meeting held on April 23, 2015**

It was moved by Commissioner Sloma, seconded by Commissioner Durand, that the Minutes of the April 23, 2015 Annual Meeting of the Niagara Frontier Transportation Authority and Niagara Frontier Transit Metro System, Inc., be accepted and approved.

**AYES: ZEMSKY, SLOMA, DEMAKOS, GURNEY, ANSARI,
BAYNES, DURAND, HUGHES**

NOES: NONE

C. Executive Director Report

Executive Director Kimberley Minkel invited the Board to attend the first Inaugural Kelly Tough Beat the Train Down Main event to be held this weekend. She notified the Board that the FTA triennial review has been completed and a draft of the results will be emailed to the Board once it is received.

The Authority Budget Office (ABO) requires all public authority Board members to complete an annual self-evaluation survey. She advised the Board that an Executive Session would be held at the end of the Board Meeting to discuss the results of the survey.

- 2. NFTA CORPORATE REPORT**
 - A. Audit and Governance Committee Report
 - B. Consolidated Financial
 - C. Corporate Resolutions

Corporate Resolutions

- i. Niagara Frontier Transportation Authority, Acceptance of Corporate Resolutions 2. C. (1) through 2. C. (7)
1. Adoption of Revised Operating and Capital Budgets for Fiscal Year Ending March 31, 2016, NFTA and Metro
2. Ratification of Equipment Lease Purchase Agreement, Capital One Public Funding, LLC, CNG Fueling Station, Metro
3. Approval of Collective Bargaining Agreement, Buffalo Niagara Airport Firefighters Association, NFTA
4. Authorization for Procurement and Agreement, Time Warner Cable, Redundant Internet Access
5. Authorization for Procurement, Road Salt, NFTA and Metro
6. Authorization for Agreement, Millersport Small Animal Hospital, LLC, Veterinary Services, TAPD
7. Authorization for Lease Agreement, Gray Manufacturing Industries, LLC, Port Terminal B

CORPORATE:

2. C. (i) **Niagara Frontier Transportation Authority, Acceptance of Corporate Resolutions 2. C. (1) through 2. C. (7)**

The Executive Director advised that Items 2. C. (1) through 2. C. (7) have been discussed with the Board of Commissioners of the NFTA, and the Board is unanimously in favor of all subject Resolutions.

Whereupon, it was moved by Commissioner Hughes, seconded by Commissioner Gurney, 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. (7) and dated May 28, 2015 as set forth herein, be and hereby are accepted and approved in their entirety.”

**AYES: ZEMSKY, SLOMA, DEMAKOS, GURNEY, ANSARI, BAYNES,
DURAND, HUGHES**

NOES: NONE

ADOPTED

CORPORATE:

2. C. (1) **Adoption of Revised Operating and Capital Budgets for Fiscal Year Ending March 31, 2016, NFTA and Metro**

RECOMMENDATION: Staff recommends that the Board adopt the revised Operating and Capital Budgets for the NFTA and NFTA Metro System, Inc. for the Fiscal Year ending March 31, 2016. The consolidated budget for FYE'16 is \$215.2 million.

INFORMATION: On March 26, 2015, the Board passed a revised Budget for 2015-2016. Due to an increase in capital funding and no need to finance buses, we are presenting a revised budget for approval.

Revenues are increasing \$71,851 primarily due to higher Metro passenger fares based on recent trends and adjustments to BNIA airline rates and charges.

Operating Assistance is increasing \$6,572,115 due to higher than anticipated STOA and state transit capital funding, increasing mortgage tax receipts, based on recent trends.

Expenses are increasing \$1,402,440 primarily the result of reinstating Metro service and operating adjustments, higher fringe benefits and insurance & injuries costs based on more recent trends, and increasing escalator maintenance costs.

NFTA/Metro capital spending is increasing \$5,784,766 due to the purchase of buses instead of leasing, and additional various Metro miscellaneous projects.

Non-operating items are decreasing \$543,240 primarily the result of decreasing reserve funding for future Metro capital needs with the decision to purchase buses rather than finance, and higher BNIA development funding applied to our debt service.

"RESOLVED, that the Revised Operating and Capital Budgets of the NFTA and NFTA Metro System, Inc., for the fiscal year ending March 31, 2016, be and are hereby adopted as provided herein."

**NFTA COMBINED
KEY ITEM REPORT
FYE 16 BUDGET (3/26/15) VS. FYE 16 BUDGET (5/28/15)**

	FYE 15 BUDGET	FYE 16 BUDGET 3/26/2015	FYE 16 BUDGET 5/28/2015	VARIANCE	%
Operating Revenues	104,191,782	104,425,569	104,497,420	71,851	0.1%
Operating Assistance	<u>107,032,501</u>	<u>104,102,051</u>	<u>110,674,166</u>	<u>6,572,115</u>	<u>6.3%</u>
Total Oper Revs & Asst	211,224,283	208,527,620	215,171,586	6,643,966	3.2%
Personnel Services	139,346,485	141,380,062	141,642,642	262,580	0.2%
Other Operating Expenses	<u>46,159,979</u>	<u>44,479,407</u>	<u>45,619,267</u>	<u>1,139,860</u>	<u>2.6%</u>
Total Operating Expenses	185,506,464	185,859,469	187,261,909	1,402,440	0.8%
Operating Income/(Loss)	<u>25,717,819</u>	<u>22,668,151</u>	<u>27,909,677</u>	<u>5,241,526</u>	<u>23.1%</u>
Non-operating/Capital	<u>(25,717,819)</u>	<u>(22,668,151)</u>	<u>(27,909,677)</u>	<u>(5,241,526)</u>	<u>23.1%</u>
Net Surplus/(Deficit)	0	0	0	0	n/a

**FYE 16 BUDGET (3/26/15) VS. FYE 16 BUDGET (5/28/15)
Net Surplus/(Deficit)**

	FYE 16 BUDGET 3/26/2015	FYE 16 BUDGET 5/28/2015	VARIANCE	%
BNIA	5,373,899	5,373,899	0	0.0%
NFIA	(1,038,412)	(1,038,412)	0	0.0%
Metro	(2,362,211)	(2,321,411)	40,800	-1.7%
Transportation Centers	(1,419,319)	(1,460,119)	(40,800)	2.9%
Property Development	<u>(553,957)</u>	<u>(553,957)</u>	0	0.0%
NFTA Combined	0	0	0	n/a

NFTA/METRO
2014/15 ANNUAL FORECAST
VS
2015/16 ANNUAL BUDGET

	FY 13-14 ACTUAL	FY 14-15 BUDGET	FY 14-15 FORECAST	FY 15-16 BUDGET	VARIANCE	%
OPERATING REVENUES						
Passenger Fares	36,713,995	37,104,941	37,217,000	37,879,845	662,845	1.8%
Airport Fees & Services	16,873,862	17,126,544	17,257,426	16,894,545	(362,881)	-2.1%
Boat Harbor Fees	1,215,051	1,150,000	1,240,030	0	(1,240,030)	-100.0%
Rental Income	15,975,715	15,335,987	15,687,246	15,894,848	207,602	1.3%
Concessions/Commissions	29,034,869	28,461,356	28,871,190	29,059,093	187,903	0.7%
Retail Sales	398,587	375,000	375,000	0	(375,000)	-100.0%
Resales & Rebillings	1,651,315	1,430,083	1,449,445	1,522,795	73,350	5.1%
Other Operating Revenues	<u>3,476,171</u>	<u>3,207,871</u>	<u>3,184,991</u>	<u>3,246,294</u>	<u>61,303</u>	<u>1.9%</u>
TOTAL OPERATING REVENUES	105,339,565	104,191,782	105,282,328	104,497,420	(784,908)	-0.7%
OPERATING ASSISTANCE						
Local - 18b Match	4,100,000	4,100,000	4,100,000	4,100,000	0	0.0%
Erie County Sales Tax	18,926,461	19,590,845	19,636,781	20,225,884	589,103	3.0%
Mortgage Tax	8,296,225	8,846,329	7,650,000	7,887,189	237,189	3.1%
Local - 88c Funds	4,750,000	4,750,000	4,750,000	2,000,000	(2,750,000)	-57.9%
Peace Bridge	200,000	200,000	200,000	200,000	0	0.0%
State - 18b	4,100,000	4,100,000	4,100,000	4,100,000	0	0.0%
State - MTOAF	24,280,900	25,613,100	25,613,100	23,504,800	(2,108,300)	-8.2%
State - Sec 5307 ACM Match	53,645	0	0	0	0	n/a
State - DMTTF	8,935,300	8,935,300	8,935,300	8,935,300	0	0.0%
State - Additional General Fund	7,610,400	7,610,400	7,610,400	12,307,700	4,697,300	61.7%
State - Capital Spending	0	0	0	3,883,115	3,883,115	n/a
State - Equity Adjustment - Partial	2,245,463	0	0	0	0	n/a
State - PM Match	1,263,877	2,487,765	2,512,060	2,512,060	0	0.0%
State - Paratransit Match	209,923	0	0	0	0	n/a
Federal - Sec 5311	55,700	0	57,400	65,000	7,600	13.2%
Federal - Sec 5307 ACM	429,167	0	0	0	0	n/a
Federal - PM	10,111,021	19,902,120	20,096,476	20,096,476	0	0.0%
Federal - Paratransit	1,679,380	0	0	0	0	n/a
Federal - New-Freedom Sec 5317	76,149	0	0	0	0	n/a
Federal - JARC Sec 5316	152,591	100,000	100,000	100,000	0	0.0%
Federal Operating Assistance	477,764	325,440	325,440	285,440	(40,000)	-12.3%
Federal - K-9 Cops	393,499	394,000	394,000	394,000	0	0.0%
Federal - DEA Expenditures	2,540	17,202	17,202	17,202	0	0.0%
Federal - DEA OT Reimbursement	<u>5,728</u>	<u>60,000</u>	<u>60,000</u>	<u>60,000</u>	<u>0</u>	<u>0.0%</u>
TOTAL OPERATING ASSISTANCE	<u>98,355,733</u>	<u>107,032,501</u>	<u>106,158,159</u>	<u>110,674,166</u>	<u>4,516,007</u>	<u>4.3%</u>
TOTAL REVENUES & OPERATING ASST	203,695,298	211,224,283	211,440,487	215,171,586	3,731,099	1.8%

NFTA/METRO
2014/15 ANNUAL FORECAST
VS
2015/16 ANNUAL BUDGET

	FY 13-14	FY 14-15	FY 14-15	FY 15-16	VARIANCE	%
	ACTUAL	BUDGET	FORECAST	BUDGET		
OPERATING EXPENSES (Excl. Depr.)						
Personnel Services	135,079,560	139,346,485	138,335,761	141,642,642	3,306,881	2.4%
Maintenance & Repairs	18,364,990	17,586,730	18,655,923	19,319,569	663,646	3.6%
Transit Fuel/Power	8,328,592	7,867,836	7,592,000	6,640,535	(951,465)	-12.5%
Utilities	6,357,827	5,844,750	5,775,990	5,557,105	(218,885)	-3.8%
Insurance & Injuries	4,292,212	4,619,229	4,081,414	4,368,441	287,027	7.0%
Safety & Security	11,694,960	12,288,381	11,883,640	12,182,864	299,224	2.5%
General Business/Other	22,748,035	23,392,243	23,352,073	23,582,495	230,422	1.0%
Administrative Cost Reallocation	0	0	(156,798)	0	156,798	-100.0%
Costs Transferred to Capital Projects	(1,537,574)	(1,706,741)	(1,629,060)	(1,796,489)	(167,429)	10.3%
Inter Division Reimbursement	<u>(22,682,945)</u>	<u>(23,732,449)</u>	<u>(23,186,315)</u>	<u>(24,235,253)</u>	<u>(1,048,938)</u>	<u>4.5%</u>
TOTAL OPERATING EXPENSES	<u>182,645,657</u>	<u>185,506,464</u>	<u>184,704,628</u>	<u>187,261,909</u>	<u>2,557,281</u>	<u>1.4%</u>
OPERATING INCOME/(LOSS)	21,049,641	25,717,819	26,735,859	27,909,677	1,173,818	4.4%
NON-OPERATING ITEMS						
Bond Debt Service	(14,330,803)	(13,997,098)	(13,446,395)	(13,042,652)	403,743	-3.0%
NFIA Contribution - Debt Service	(2,092,371)	(1,441,371)	(1,441,371)	0	1,441,371	-100.0%
NFIA Contribution (Excluding Debt Svc)	(1,545,851)	(1,694,395)	(1,327,228)	(750,000)	577,228	-43.5%
Debt Service - Glycol Collection	(294,733)	(288,598)	(254,760)	(258,321)	(3,561)	1.4%
Debt Service - Noresco	(701,760)	(646,694)	(950,296)	(982,455)	(32,159)	3.4%
Operating Expense Reserve & R&R Rsv	(588,228)	(158,237)	(194,887)	(177,772)	17,115	-8.8%
Capital Funding Reallocation	0	0	0	2,229,444	2,229,444	n/a
Property Acquisition/Other	14,709	0	0	0	0	n/a
Interest Income	99,031	200,000	90,000	200,000	110,000	122.2%
Intercompany Transfer - Tr Ctrs	624,414	637,000	637,000	637,000	0	0.0%
Intercompany Transfer - BNIA	1,000,000	0	0	0	0	n/a
ADF Funding	1,010,805	838,191	838,191	(225,548)	(1,063,739)	-126.9%
Debt Service	(2,092,371)	(1,441,371)	(1,441,371)	0	1,441,371	-100.0%
BNIA Contribution - Debt Service	2,092,371	1,441,371	1,441,371	0	(1,441,371)	-100.0%
BNIA Contribution (Excluding Debt Svc)	1,545,851	1,694,395	1,327,228	750,000	(577,228)	-43.5%
Seneca Proceeds	0	0	1,383,000	1,000,000	(383,000)	-27.7%
PFC	2,529,920	2,525,920	2,025,920	1,000,000	(1,025,920)	-50.6%
NFIA Contribution - Debt Svc Entlmt Appl	1,000,000	2,383,000	1,901,674	1,942,222	40,548	2.1%
Intercompany Transfer - Metro	(727,635)	(637,000)	(637,000)	(637,000)	0	0.0%
Metro Capital/Other Reserve Funding/MRF	<u>(2,234,082)</u>	<u>0</u>	<u>(8,257,406)</u>	<u>(3,256,786)</u>	<u>5,000,620</u>	<u>-60.6%</u>
TOTAL NON-OPERATING ITEMS	<u>(14,690,733)</u>	<u>(10,584,887)</u>	<u>(18,306,330)</u>	<u>(11,571,868)</u>	<u>6,734,462</u>	<u>-36.8%</u>
NET INCOME/(LOSS)	6,358,908	15,132,932	8,429,529	16,337,809	7,908,280	93.8%
LESS: DIRECT CAPITAL	4,826,232	15,132,932	4,751,658	16,337,809	11,586,151	243.8%
LESS: INDIRECT CAPITAL	0	0	0	0	0	n/a
NET SURPLUS/(DEFICIT)	<u>1,532,676</u>	<u>0</u>	<u>3,677,871</u>	<u>0</u>	<u>(3,677,871)</u>	<u>-100.0%</u>

NIAGARA FRONTIER TRANSPORTATION AUTHORITY
FY 2014-15 OPERATING FORECAST AND CAPITAL PLAN
VS.
FY 2015-16 OPERATING BUDGET AND CAPITAL PLAN

BUSINESS CENTER	FYE 15 BUDGET	FYE 15 FORECAST	FYE 16 BUDGET	VARIANCE	%
SURFACE TRANSPORTATION GROUP					
METRO CONSOLIDATED					
Operating Revenues & Assistance	144,061,792	143,249,439	148,518,369	5,268,930	3.7%
Operating Expenses	<u>132,567,846</u>	<u>131,735,951</u>	<u>135,271,791</u>	<u>3,535,840</u>	<u>2.7%</u>
Net Income/(Loss)	11,493,946	11,513,488	13,246,578	1,733,090	15.1%
Non-operating Items:					
Metro Capital/Other Reserve Funding	0	(8,257,406)	(3,256,786)	5,000,620	-60.6%
Debt Service - Noresco	(309,524)	(400,540)	(409,718)	(9,178)	2.3%
Intercompany Transfer	(637,000)	(637,000)	(637,000)	0	0.0%
Direct Capital	10,819,134	1,250,000	10,659,155	9,409,155	752.7%
Indirect Capital	<u>534,882</u>	<u>442,460</u>	<u>605,330</u>	<u>162,869</u>	<u>36.8%</u>
Total Capital	<u>11,354,016</u>	<u>1,692,460</u>	<u>11,264,485</u>	<u>9,572,024</u>	<u>565.6%</u>
Net Surplus/(Deficit)	(806,594)	526,081	(2,321,411)	(2,847,492)	-541.3%
TRANSPORTATION CENTERS					
Operating Revenues	1,707,835	1,865,996	1,865,073	(923)	0.0%
Operating Expenses	<u>2,808,227</u>	<u>2,903,634</u>	<u>3,004,880</u>	<u>101,246</u>	<u>3.5%</u>
Net Income/(Loss)	(1,100,392)	(1,037,638)	(1,139,807)	(102,169)	9.8%
Non-operating Items:					
Debt Service - Noresco	(64,037)	(215,629)	(230,831)	(15,202)	7.1%
Intercompany Transfer	637,000	637,000	637,000	0	0.0%
Direct Capital	663,941	473,281	663,941	190,660	40.3%
Indirect Capital	<u>55,289</u>	<u>45,736</u>	<u>62,540</u>	<u>16,804</u>	<u>36.7%</u>
Total Capital	<u>719,230</u>	<u>519,017</u>	<u>726,481</u>	<u>207,464</u>	<u>40.0%</u>
Net Surplus/(Deficit)	(1,246,659)	(1,135,284)	(1,460,119)	(324,835)	28.6%
TOTAL SURFACE TRANSPORTATION					
Operating Revenues & Assistance	145,769,627	145,115,435	150,383,442	5,268,007	3.6%
Operating Expenses	<u>135,376,073</u>	<u>134,639,585</u>	<u>138,276,671</u>	<u>3,637,086</u>	<u>2.7%</u>
Net Income/(Loss)	10,393,554	10,475,850	12,106,771	1,630,921	15.6%
Non-operating Items:					
Metro Capital/Other Reserve Funding	0	(8,257,406)	(3,256,786)	5,000,620	-60.6%
Debt Service - Noresco	(373,561)	(616,169)	(640,549)	(24,380)	4.0%
Intercompany Transfer	0	0	0	0	n/a
Direct Capital	11,483,075	1,723,281	11,323,096	9,599,815	557.1%
Indirect Capital	<u>590,171</u>	<u>488,196</u>	<u>667,870</u>	<u>179,673</u>	<u>36.8%</u>
Total Capital	<u>12,073,246</u>	<u>2,211,477</u>	<u>11,990,966</u>	<u>9,779,488</u>	<u>442.2%</u>
Net Surplus/(Deficit)	(2,053,253)	(609,203)	(3,781,530)	(3,172,327)	520.7%

**NIAGARA FRONTIER TRANSPORTATION AUTHORITY
FY 2014-15 OPERATING FORECAST AND CAPITAL PLAN
VS.
FY 2015-16 OPERATING BUDGET AND CAPITAL PLAN**

BUSINESS CENTER	FYE 15 BUDGET	FYE 15 FORECAST	FYE 16 BUDGET	VARIANCE	%
AIRPORT BUSINESS GROUP					
BNIA					
Operating Revenues	58,468,948	58,642,689	58,838,779	196,090	0.3%
Operating Expenses	<u>40,401,485</u>	<u>40,602,550</u>	<u>41,022,841</u>	<u>420,291</u>	<u>1.0%</u>
Net Income/(Loss)	18,067,463	18,040,139	17,815,938	(224,201)	-1.2%
Non-operating Items:					
Bond Debt Service	(13,997,098)	(13,446,395)	(13,042,652)	403,743	-3.0%
NFIA Contribution - Debt Service	(1,441,371)	(1,441,371)	0	1,441,371	-100.0%
NFIA Contribution (Excluding Debt Svc)	(1,694,395)	(1,327,228)	(750,000)	577,228	-43.5%
Debt Service - Glycol Collection	(288,598)	(254,760)	(258,321)	(3,561)	1.4%
Debt Service - Noresco	(273,133)	(291,516)	(293,389)	(1,873)	0.6%
Operating Expense Reserve & R&R Rsv	(158,237)	(194,887)	(177,772)	17,115	-8.8%
ADF Refunding	0	0	2,229,444	2,229,444	n/a
Interest Income	200,000	90,000	200,000	110,000	122.2%
Intercompany Transfer	0	0	0	0	n/a
ADF NFIA Debt Service Funding	838,191	838,191	(225,548)	(1,063,739)	-126.9%
PFC	2,525,920	2,025,920	1,000,000	(1,025,920)	-50.6%
NFIA Contribution - Debt Svc Entlmtnt Appl	2,383,000	1,901,674	1,942,222	40,548	2.1%
Direct Capital	857,209	701,584	2,598,006	1,896,422	270.3%
Indirect Capital	<u>413,493</u>	<u>342,038</u>	<u>468,017</u>	<u>125,980</u>	<u>36.8%</u>
Total Capital	<u>1,270,692</u>	<u>1,043,622</u>	<u>3,066,023</u>	<u>2,022,402</u>	<u>193.8%</u>
Net Surplus/(Deficit)	4,891,051	4,896,145	5,373,899	477,754	9.8%
NFIA					
Operating Revenues	1,954,262	2,416,525	2,589,046	172,521	7.1%
Operating Expenses	<u>5,142,965</u>	<u>4,982,900</u>	<u>5,014,329</u>	<u>31,429</u>	<u>0.6%</u>
Net Income/(Loss)	(3,188,703)	(2,566,375)	(2,425,283)	141,092	-5.5%
Non-operating Items:					
Debt Service	(1,441,371)	(1,441,371)	0	1,441,371	-100.0%
Debt Service - Noresco	0	0	(1,696)	(1,696)	n/a
BNIA Contribution (Excluding Debt Svc)	1,694,395	1,327,228	750,000	(577,228)	-43.5%
BNIA Contribution - Debt Service	1,441,371	1,441,371	0	(1,441,371)	-100.0%
Seneca Proceeds	0	1,383,000	1,000,000	(383,000)	-27.7%
Direct Capital	105,744	10,040	254,634	244,594	2436.2%
Indirect Capital	<u>94,342</u>	<u>78,041</u>	<u>106,799</u>	<u>28,758</u>	<u>36.8%</u>
Total Capital	<u>200,086</u>	<u>88,081</u>	<u>361,433</u>	<u>273,352</u>	<u>310.3%</u>
Net Surplus/(Deficit)	(1,694,395)	55,772	(1,038,412)	(1,094,184)	-1961.9%
TOTAL AIRPORT BUSINESS GROUP					
Operating Revenues	60,423,210	61,059,214	61,427,825	368,611	0.6%
Operating Expenses	<u>45,544,450</u>	<u>45,585,450</u>	<u>46,037,170</u>	<u>451,720</u>	<u>1.0%</u>
Net Income/(Loss)	14,878,760	15,473,764	15,390,655	(83,109)	-0.5%
Non-operating Items:					
Bond Debt Service	(13,997,098)	(13,446,395)	(13,042,652)	403,743	-3.0%
NFIA Contribution - Debt Service	(1,441,371)	(1,441,371)	0	1,441,371	-100.0%
NFIA Contribution (Excluding Debt Svc)	(1,694,395)	(1,327,228)	(750,000)	577,228	-43.5%
Debt Service - Glycol Collection	(288,598)	(254,760)	(258,321)	(3,561)	1.4%
Debt Service - Noresco	(273,133)	(291,516)	(295,085)	(3,569)	1.2%
Operating Expense Reserve & R&R Rsv	(158,237)	(194,887)	(177,772)	17,115	-8.8%
ADF Refunding	0	0	2,229,444	2,229,444	n/a
Interest Income	200,000	90,000	200,000	110,000	122.2%
ADF NFIA Debt Service Funding	838,191	838,191	(225,548)	(1,063,739)	-126.9%
PFC	2,525,920	2,025,920	1,000,000	(1,025,920)	-50.6%
NFIA Contribution - Debt Svc Entlmtnt Appl	2,383,000	1,901,674	1,942,222	40,548	2.1%
Debt Service	(1,441,371)	(1,441,371)	0	1,441,371	-100.0%
BNIA Contribution (Excluding Debt Svc)	1,694,395	1,327,228	750,000	(577,228)	-43.5%
BNIA Contribution - Debt Service	1,441,371	1,441,371	0	(1,441,371)	-100.0%
Seneca Proceeds	0	1,383,000	1,000,000	(383,000)	-27.7%
Direct Capital	962,953	711,624	2,852,640	2,141,016	300.9%
Indirect Capital	<u>507,825</u>	<u>420,079</u>	<u>574,816</u>	<u>154,737</u>	<u>36.8%</u>
Total Capital	<u>1,470,778</u>	<u>1,131,703</u>	<u>3,427,456</u>	<u>2,295,753</u>	<u>200.0%</u>
Net Surplus/(Deficit)	3,196,656	4,951,917	4,335,487	(815,430)	-12.4%

NIAGARA FRONTIER TRANSPORTATION AUTHORITY
FY 2014-15 OPERATING FORECAST AND CAPITAL PLAN
VS.
FY 2015-16 OPERATING BUDGET AND CAPITAL PLAN

BUSINESS CENTER	FYE 15 BUDGET	FYE 15 FORECAST	FYE 16 BUDGET	VARIANCE	%
PROPERTY DEVELOPMENT					
Operating Revenues	4,234,804	4,469,196	2,603,677	(1,865,519)	-41.7%
Operating Expenses	<u>3,789,300</u>	<u>3,682,950</u>	<u>2,191,426</u>	<u>(1,491,525)</u>	<u>-40.5%</u>
Net Income/(Loss)	445,504	786,246	412,251	(373,994)	-47.6%
Non-operating Items:					
Debt Service - Noresco	0	(42,611)	(46,821)	(4,210)	9.9%
Direct Capital	1,436,009	1,282,000	787,573	(494,427)	-38.6%
Indirect Capital	<u>152,897</u>	<u>126,478</u>	<u>131,815</u>	<u>5,337</u>	<u>4.2%</u>
Total Capital	<u>1,588,906</u>	<u>1,408,478</u>	<u>919,388</u>	<u>(489,090)</u>	<u>-34.7%</u>
Net Surplus/(Deficit)	(1,143,401)	(664,843)	(553,957)	110,886	-16.7%
CENTRAL ADMINISTRATION					
Operating Assistance	796,642	796,642	756,642	(40,000)	-5.0%
Operating Expenses	<u>796,642</u>	<u>796,642</u>	<u>756,642</u>	<u>(40,000)</u>	<u>-5.0%</u>
Net Income/(Loss)	0	0	0	0	n/a
Direct Capital	1,250,893	1,034,753	1,374,500	339,747	32.8%
Indirect Capital	<u>(1,250,893)</u>	<u>(1,034,753)</u>	<u>(1,374,500)</u>	<u>(339,747)</u>	<u>32.8%</u>
Total Capital	0	0	0	0	n/a
Net Surplus/(Deficit)	0	0	0	0	n/a
CONSOLIDATED					
Operating Revenues & Assistance	211,224,283	211,440,487	215,171,586	3,731,099	1.8%
Operating Expenses	<u>185,506,464</u>	<u>184,704,628</u>	<u>187,261,909</u>	<u>2,557,281</u>	<u>1.4%</u>
Net Income/(Loss)	25,717,819	26,735,859	27,909,677	1,173,818	4.4%
Non-operating Items:					
Bond Debt Service	(13,997,098)	(13,446,395)	(13,042,652)	403,743	-3.0%
NFIA Contribution - Debt Service	(1,441,371)	(1,441,371)	0	1,441,371	-100.0%
NFIA Contribution (Excluding Debt Svc)	(1,694,395)	(1,327,228)	(750,000)	577,228	-43.5%
Debt Service - Glycol Collection	(288,598)	(254,760)	(258,321)	(3,561)	1.4%
Debt Service - Noresco	(646,694)	(950,296)	(982,455)	(32,159)	3.4%
Operating Expense Reserve & R&R Rsv	(158,237)	(194,887)	(177,772)	17,115	-8.8%
ADF Refunding	0	0	2,229,444	2,229,444	n/a
Interest Income	200,000	90,000	200,000	110,000	122.2%
ADF NFIA Debt Service Funding	838,191	838,191	(225,548)	(1,063,739)	-126.9%
PFC	2,525,920	2,025,920	1,000,000	(1,025,920)	-50.6%
NFIA Contribution - Debt Svc Entlmnt Appl	2,383,000	1,901,674	1,942,222	40,548	2.1%
Debt Service	(1,441,371)	(1,441,371)	0	1,441,371	-100.0%
BNIA Contribution (Excluding Debt Svc)	1,694,395	1,327,228	750,000	(577,228)	-43.5%
BNIA Contribution - Debt Service	1,441,371	1,441,371	0	(1,441,371)	-100.0%
Metro Capital/Other Reserve Funding	0	(8,257,406)	(3,256,786)	5,000,620	-60.6%
Seneca Proceeds	0	1,383,000	1,000,000	(383,000)	-27.7%
Direct Capital	15,132,930	4,751,658	16,337,809	11,586,151	243.8%
Indirect Capital	0	0	0	0	n/a
Total Capital	<u>15,132,930</u>	<u>4,751,658</u>	<u>16,337,809</u>	<u>11,586,151</u>	<u>243.8%</u>
Net Surplus/(Deficit)	0	3,677,871	0	(3,677,871)	-100.0%

NIAGARA FRONTIER TRANSPORTATION AUTHORITY
(\$000's)

	METRO	TRANS CTRS	SURFACE TRANSP GROUP SUBTOTAL	BNIA	NFA	AIRPORT BUN GROUP SUBTOTAL	PROP DEV	CENTRAL ADMIN	FYE16 CONSOL TOTAL	FYE15 ADOPTED BUDGET	VARIANCE	% VARIANCE
REVENUES & ASSISTANCE												
Operating Revenues												
Airport Fees & Services	0	0	0	16,728	167	16,895	0	0	16,895	17,127	(232)	-1.4%
Passenger Fares	37,880	0	37,880	0	0	0	0	0	37,880	37,105	775	2.1%
Boat Harbor Fees	0	0	0	0	0	0	0	0	0	1,150	(1,150)	-100.0%
Rental Income	0	1,808	1,808	11,100	397	11,497	2,590	0	15,895	15,336	559	3.6%
Concessions/Commissions	0	50	50	27,123	1,886	29,009	0	0	29,059	28,461	598	2.1%
Retail Sales	0	0	0	0	0	0	0	0	0	375	(375)	-100.0%
Resales & Rebillings	0	5	5	1,482	24	1,506	12	0	1,523	1,430	93	6.5%
Other Operating Revenues	721	3	724	2,406	116	2,522	1	0	3,246	3,208	38	1.2%
	38,601	1,865	40,466	58,839	2,589	61,428	2,604	0	104,497	104,192	306	0.3%
Operating Assistance												
Local	4,100	0	4,100	0	0	0	0	0	4,100	4,100	0	0.0%
Erie County Sales Tax	20,226	0	20,226	0	0	0	0	0	20,226	19,591	635	3.2%
Mortgage Tax	7,887	0	7,887	0	0	0	0	0	7,887	8,846	(959)	-10.8%
Local - 88c Funds	2,000	0	2,000	0	0	0	0	0	2,000	4,750	(2,750)	-57.9%
Peace Bridge	200	0	200	0	0	0	0	0	200	200	0	0.0%
State - Local Match	4,100	0	4,100	0	0	0	0	0	4,100	4,100	0	0.0%
State - MTOAF	23,505	0	23,505	0	0	0	0	0	23,505	25,613	(2,108)	-8.2%
State - DMTTF	8,935	0	8,935	0	0	0	0	0	8,935	8,935	0	0.0%
State - Additional General Fund	12,308	0	12,308	0	0	0	0	0	12,308	7,610	4,697	61.7%
State - Capital Spending	3,883	0	3,883	0	0	0	0	0	3,883	0	3,883	n/a
State - PM Match	2,512	0	2,512	0	0	0	0	0	2,512	2,488	24	1.0%
Federal - Sec 5311	65	0	65	0	0	0	0	0	65	0	65	n/a
Federal - PM	20,096	0	20,096	0	0	0	0	0	20,096	19,902	194	1.0%
Federal - JARC	100	0	100	0	0	0	0	0	100	100	0	0.0%
Federal Operating Assistance	0	0	0	0	0	0	0	285	285	325	(40)	-12.3%
Federal - K-9 Cops	0	0	0	0	0	0	0	394	394	394	0	0.0%
Federal - DEA Expenditures	0	0	0	0	0	0	0	17	17	17	0	0.0%
Federal - DEA OT Reimbursement	0	0	0	0	0	0	0	60	60	60	0	0.0%
Total Operating Assistance	109,918	0	109,918	0	0	0	0	757	110,674	107,033	3,642	3.4%
TOTAL OPERATING REV & ASST	148,518	1,865	150,383	58,839	2,589	61,428	2,604	757	215,172	211,224	3,947	1.9%

NIAGARA FRONTIER TRANSPORTATION AUTHORITY
(\$'000's)

	METRO	TRANSF CTRS	SURFACE TRANSF GROUP SUBTOTAL	BNIA	NFA	AIRPORT BUSN GROUP SUBTOTAL	PROP DEV	CENTRAL ADMIN	FYE16 CONSOL TOTAL	FYE15 ADOPTED BUDGET	VARIANCE	% VARIANCE
OPERATING EXPENSES (Excluding Depreciation)												
Personnel Services	92,418	1,349	93,767	14,743	1,831	16,574	174	31,127	141,643	139,346	2,296	1.6%
Maintenance & Repairs	8,644	252	8,896	8,646	882	9,529	299	596	19,320	17,587	1,733	9.9%
Transit Fuel/Power	6,641	0	6,641	0	0	0	0	0	6,641	7,868	(1,227)	-15.6%
Utilities	1,898	385	2,283	2,515	301	2,816	400	59	5,557	5,845	(288)	-4.9%
Insurance & Injuries	3,593	25	3,618	391	116	507	78	165	4,368	4,619	(251)	-5.4%
Safety & Security	60	0	60	1,053	36	1,089	0	46	1,194	1,214	(20)	-1.6%
General Business/Other	13,098	55	13,153	6,825	645	7,470	233	2,727	23,582	23,392	190	0.8%
Administrative Cost Reallocation	4,626	478	5,104	3,577	816	4,393	1,007	(10,504)	0	0	0	n/a
Administrative Cost	4,563	541	5,104	5,498	387	5,885	0	0	10,989	11,074	(86)	-0.8%
Police Cost	(85)	0	(85)	(100)	0	(100)	0	(1,611)	(1,796)	(1,707)	(90)	5.3%
Costs Transferred to Capital Projects	(185)	(79)	(264)	(2,125)	0	(2,125)	0	(21,846)	(24,235)	(23,732)	(503)	2.1%
Inter Division Reimbursement												
TOTAL OPERATING EXPENSES	135,272	3,005	138,277	41,023	5,014	46,037	2,191	757	187,262	185,506	1,755	0.9%
OPERATING INCOME/(LOSS)	13,247	(1,140)	12,107	17,816	(2,425)	15,391	412	0	27,910	25,718	2,192	8.5%
NON-OPERATING ITEMS												
Bond Debt Service	0	0	0	(13,043)	0	(13,043)	0	0	(13,043)	(13,997)	954	-6.8%
Operating Expense Reserve & R&R Rsv	0	0	0	(178)	0	(178)	0	0	(178)	(158)	(20)	12.3%
Debt Service - Glycol Collection	0	0	0	(258)	0	(258)	0	0	(258)	(286)	28	-10.5%
Debt Service - NoreSCO	(410)	(231)	(641)	(293)	(2)	(295)	(47)	0	(982)	(647)	(336)	51.9%
NFA Contribution (Excluding Debt Service)	0	0	0	(750)	0	(750)	0	0	(750)	(1,694)	944	-55.7%
BNIA Contribution (Excluding Debt Service)	0	0	0	750	750	750	0	0	750	1,694	(944)	-55.7%
NFA Contribution - Debt Service	0	0	0	0	0	0	0	0	0	1,441	1,441	-100.0%
BNIA Contribution - Debt Service	0	0	0	0	0	0	0	0	0	1,441	1,441	-100.0%
NFA Contribution - Debt Svc Entlmtm Appl	0	0	0	1,942	0	1,942	0	0	1,942	2,383	(441)	-18.5%
BNIA Contribution - Debt Service	0	0	0	(226)	0	(226)	0	0	(226)	838	(1,064)	-126.9%
ADF Funding	0	0	0	0	0	0	0	0	0	(1,441)	1,441	-100.0%
Debt Service	0	0	0	0	0	0	0	0	0	2,229	2,229	n/a
Capital Funding Reallocation	0	0	0	2,229	0	2,229	0	0	2,229	(637)	0	0.0%
Intercompany Transfer - Metro	(637)	0	(637)	0	0	0	0	0	(637)	637	0	0.0%
Intercompany Transfer - Tr Centers	0	637	637	0	0	0	0	0	637	200	0	0.0%
Interest Income	0	0	0	200	0	200	0	0	200	0	0	n/a
Metro Capital/Other Reserve Funding/MRF	(3,257)	0	(3,257)	0	0	0	0	0	(3,257)	0	(3,257)	n/a
Seneca Proceeds	0	0	0	0	1,000	1,000	0	0	1,000	0	1,000	n/a
PFC	0	0	0	1,000	0	1,000	0	0	1,000	2,526	(1,526)	-60.4%
TOTAL NON-OPERATING ITEMS	(4,304)	406	(3,897)	(9,376)	3,748	(7,628)	(47)	0	(11,572)	(10,585)	(987)	9.3%
NET INCOME/(LOSS)	8,943	(734)	8,209	8,440	(677)	7,763	365	0	16,338	15,133	1,205	8.0%
LESS: DIRECT CAPITAL	10,659	664	11,323	2,598	255	2,853	788	1,375	16,338	15,133	1,205	8.0%
LESS: INDIRECT CAPITAL	505	53	558	468	107	575	132	(1,375)	0	0	0	n/a
NET SURPLUS/(DEFICIT)	(2,321)	(1,450)	(3,772)	5,374	(1,038)	4,335	(554)	0	0	0	0	n/a

METRO CONSOLIDATED**2014/15 ANNUAL FORECAST**

VS

2015/16 ANNUAL BUDGET

	FY 13-14 ACTUAL	FY 14-15 BUDGET	FY 14-15 FORECAST	FY 15-16 BUDGET	VARIANCE	%
REVENUES & ASSISTANCE						
Operating Revenues						
Passenger Fares	36,713,995	37,104,941	37,217,000	37,879,845	662,845	1.8%
Other Operating Revenues	<u>759,876</u>	<u>720,992</u>	<u>670,922</u>	<u>721,000</u>	<u>50,078</u>	<u>7.5%</u>
Total Revenues	37,473,871	37,825,933	37,887,922	38,600,845	712,923	1.9%
Operating Assistance						
Local - 18b Match	4,100,000	4,100,000	4,100,000	4,100,000	0	0.0%
Erie County Sales Tax	18,926,461	19,590,845	19,636,781	20,225,884	589,103	3.0%
Mortgage Tax	8,296,225	8,846,329	7,650,000	7,887,189	237,189	3.1%
Local - 88c Funds	4,750,000	4,750,000	4,750,000	2,000,000	(2,750,000)	-57.9%
Peace Bridge	200,000	200,000	200,000	200,000	0	0.0%
State - 18b	4,100,000	4,100,000	4,100,000	4,100,000	0	0.0%
State - MTOAF	24,280,900	25,613,100	25,613,100	23,504,800	(2,108,300)	-8.2%
State - Sec 5307 ACM Match	53,645	0	0	0	0	n/a
State - DMTTF	8,935,300	8,935,300	8,935,300	8,935,300	0	0.0%
State - Additional General Fund	7,610,400	7,610,400	7,610,400	12,307,700	4,697,300	61.7%
State - Capital Spending	0	0	0	3,883,115	3,883,115	n/a
State - Equity Adjustment - Partial	2,245,463	0	0	0	0	n/a
State - PM Match	1,263,877	2,487,765	2,512,060	2,512,060	0	0.0%
State - Paratransit Match	209,923	0	0	0	0	n/a
Federal - Sec 5311	55,700	0	57,400	65,000	7,600	13.2%
Federal - Sec 5307 ACM	429,167	0	0	0	0	n/a
Federal - PM	10,111,021	19,902,120	20,096,476	20,096,476	0	0.0%
Federal - Paratransit	1,679,380	0	0	0	0	n/a
Federal - New-Freedom Sec 5317	76,149	0	0	0	0	n/a
Federal - JARC Sec 5316	<u>152,591</u>	<u>100,000</u>	<u>100,000</u>	<u>100,000</u>	<u>0</u>	<u>0.0%</u>
Total Operating Assistance	<u>97,476,202</u>	<u>106,235,859</u>	<u>105,361,517</u>	<u>109,917,524</u>	<u>4,556,007</u>	<u>4.3%</u>
TOTAL OPER REVS & ASST	134,950,073	144,061,792	143,249,439	148,518,369	5,268,930	3.7%
OPERATING EXPENSES (Excl. Depr.)						
Personnel Services	88,435,842	90,546,541	90,169,000	92,418,284	2,249,284	2.5%
Maintenance & Repairs	7,361,004	7,505,844	8,400,000	8,644,059	244,059	2.9%
Transit Fuel/Power	8,328,592	7,867,836	7,592,000	6,640,535	(951,465)	-12.5%
Utilities	2,153,706	1,943,624	1,943,624	1,898,053	(45,571)	-2.3%
Insurance & Injuries	3,319,158	3,702,372	3,210,143	3,593,497	383,354	11.9%
Safety & Security	4,468,315	4,789,364	4,445,972	4,623,212	177,240	4.0%
General Business/Other	11,881,277	12,019,749	11,966,219	13,098,018	1,131,799	9.5%
Administrative Cost Reallocation	4,029,596	4,462,519	4,239,000	4,626,077	387,076	9.1%
Costs Transferred to Capital Projects	(10,999)	(84,996)	(45,000)	(85,000)	(40,000)	88.9%
Inter Division Reimbursement	<u>(184,894)</u>	<u>(185,007)</u>	<u>(185,007)</u>	<u>(184,943)</u>	<u>64</u>	<u>0.0%</u>
TOTAL OPERATING EXPENSES	<u>129,781,597</u>	<u>132,567,846</u>	<u>131,735,951</u>	<u>135,271,791</u>	<u>3,535,840</u>	<u>2.7%</u>
OPERATING INCOME/(LOSS)	5,168,476	11,493,946	11,513,488	13,246,578	1,733,090	15.1%
NON-OPERATING ITEMS						
Intercompany Transfer	(727,635)	(637,000)	(637,000)	(637,000)	0	0.0%
Metro Capital/Other Reserve Funding/MRF	(2,234,082)	0	(8,257,406)	(3,256,786)	5,000,620	-60.6%
Debt Service - Noresco	<u>(338,208)</u>	<u>(309,524)</u>	<u>(400,540)</u>	<u>(409,718)</u>	<u>(9,178)</u>	<u>2.3%</u>
TOTAL NON-OPERATING ITEMS	<u>(3,299,925)</u>	<u>(946,524)</u>	<u>(9,294,946)</u>	<u>(4,303,504)</u>	<u>4,991,442</u>	<u>-53.7%</u>
NET INCOME/(LOSS)	<u>1,868,551</u>	<u>10,547,422</u>	<u>2,218,542</u>	<u>8,943,074</u>	<u>6,724,532</u>	<u>303.1%</u>
LESS: DIRECT CAPITAL	735,653	10,819,134	1,250,000	10,659,155	9,409,155	752.7%
LESS: INDIRECT CAPITAL	<u>222,772</u>	<u>534,882</u>	<u>442,460</u>	<u>605,330</u>	<u>162,869</u>	<u>36.8%</u>
NET SURPLUS/(DEFICIT)	<u>910,126</u>	<u>(806,594)</u>	<u>526,081</u>	<u>(2,321,411)</u>	<u>(2,847,492)</u>	<u>-541.3%</u>

TRANSPORTATION CENTERS**2014/15 ANNUAL FORECAST**

VS

2015/16 ANNUAL BUDGET

	FY 13-14 ACTUAL	FY 14-15 BUDGET	FY 14-15 FORECAST	FY 15-16 BUDGET	VARIANCE	%
OPERATING REVENUES						
Rental Income	1,807,731	1,649,974	1,808,000	1,808,000	0	0.0%
Concessions/Commissions	69,780	50,865	51,000	50,073	(927)	-1.8%
Retail Sales	0	0	0	0	0	n/a
Resales & Rebillings	3,000	4,500	4,500	4,500	0	0.0%
Other Operating Revenues	<u>840</u>	<u>2,496</u>	<u>2,496</u>	<u>2,500</u>	<u>4</u>	<u>0.2%</u>
TOTAL OPERATING REVENUES	1,881,351	1,707,835	1,865,996	1,865,073	(923)	0.0%
OPERATING EXPENSES (Excl. Depr.)						
Personnel Services	1,253,447	1,241,445	1,315,715	1,348,815	33,100	2.5%
Maintenance & Repairs	209,863	206,042	206,042	251,964	45,922	22.3%
Utilities	405,963	405,127	406,000	384,652	(21,348)	-5.3%
Insurance & Injuries	26,583	22,037	22,037	24,757	2,720	12.3%
Safety & Security	470,793	492,525	523,862	540,733	16,871	3.2%
General Business/Other	67,508	58,514	53,000	54,758	1,758	3.3%
Administrative Cost Reallocation	416,530	461,280	454,383	477,944	23,561	5.2%
Costs Transferred to Capital Projects	0	0	0	0	0	n/a
Inter Division Reimbursement	<u>(69,252)</u>	<u>(78,743)</u>	<u>(77,405)</u>	<u>(78,743)</u>	<u>(1,338)</u>	<u>1.7%</u>
TOTAL OPERATING EXPENSES	<u>2,781,435</u>	<u>2,808,227</u>	<u>2,903,634</u>	<u>3,004,880</u>	<u>101,246</u>	<u>3.5%</u>
OPERATING INCOME/(LOSS)	(900,084)	(1,100,392)	(1,037,638)	(1,139,807)	(102,169)	9.8%
NON-OPERATING ITEMS						
Debt Service - Noresco	(84,402)	(64,037)	(215,629)	(230,831)	(15,202)	7.1%
Intercompany Transfer	<u>624,414</u>	<u>637,000</u>	<u>637,000</u>	<u>637,000</u>	<u>0</u>	<u>0.0%</u>
TOTAL NON-OPERATING ITEMS	<u>540,012</u>	<u>572,963</u>	<u>421,371</u>	<u>406,169</u>	<u>(15,202)</u>	<u>-3.6%</u>
NET INCOME/(LOSS)	(360,072)	(527,429)	(616,267)	(733,638)	(117,371)	19.0%
LESS: DIRECT CAPITAL	416,940	663,941	473,281	663,941	190,660	40.3%
LESS: INDIRECT CAPITAL	<u>23,027</u>	<u>55,289</u>	<u>45,736</u>	<u>62,540</u>	<u>16,804</u>	<u>36.7%</u>
NET SURPLUS/(DEFICIT)	<u>(800,039)</u>	<u>(1,246,659)</u>	<u>(1,135,284)</u>	<u>(1,460,119)</u>	<u>(324,835)</u>	<u>28.6%</u>

BNIA
2014/15 ANNUAL FORECAST
VS
2015/16 ANNUAL BUDGET

	FY 13-14 ACTUAL	FY 14-15 BUDGET	FY 14-15 FORECAST	FY 15-16 BUDGET	VARIANCE	%
OPERATING REVENUES						
Airport Fees & Services	16,775,377	16,979,846	17,096,806	16,727,913	(368,893)	-2.2%
Rental Income	10,681,707	10,685,219	10,726,725	11,099,747	373,022	3.5%
Concessions/Commissions	27,399,762	27,030,987	27,043,246	27,123,025	79,779	0.3%
Resales & Rebillings	1,388,184	1,392,263	1,411,749	1,482,381	70,632	5.0%
Other Operating Revenues	<u>2,611,945</u>	<u>2,380,633</u>	<u>2,364,163</u>	<u>2,405,713</u>	<u>41,550</u>	<u>1.8%</u>
TOTAL OPERATING REVENUES	58,856,975	58,468,948	58,642,689	58,838,779	196,090	0.3%
OPERATING EXPENSES (Excl. Depr.)						
Personnel Services	14,071,877	14,509,059	14,562,135	14,743,483	181,348	1.2%
Maintenance & Repairs	9,082,598	8,195,139	8,404,150	8,646,421	242,271	2.9%
Utilities	2,755,667	2,586,213	2,574,512	2,514,695	(59,817)	-2.3%
Insurance & Injuries	494,047	487,910	457,977	390,635	(67,342)	-14.7%
Safety & Security	6,238,534	6,500,435	6,432,630	6,550,910	118,280	1.8%
General Business/Other	6,631,480	6,832,286	6,970,293	6,825,220	(145,073)	-2.1%
Administrative Cost Reallocation	3,115,021	3,449,686	3,398,108	3,576,701	178,593	5.3%
Costs Transferred to Capital Projects	(107,850)	(98,060)	(98,060)	(100,021)	(1,961)	2.0%
Inter Division Reimbursement	<u>(1,994,460)</u>	<u>(2,061,183)</u>	<u>(2,099,195)</u>	<u>(2,125,203)</u>	<u>(26,008)</u>	<u>1.2%</u>
TOTAL OPERATING EXPENSES	40,286,914	40,401,485	40,602,550	41,022,841	420,291	1.0%
OPERATING INCOME/(LOSS)	18,570,061	18,067,463	18,040,139	17,815,938	(224,201)	-1.2%
NON-OPERATING ITEMS						
Bond Debt Service	(14,330,803)	(13,997,098)	(13,446,395)	(13,042,652)	403,743	-3.0%
NFIA Contribution - Debt Service	(2,092,371)	(1,441,371)	(1,441,371)	0	1,441,371	-100.0%
NFIA Contribution (Excluding Debt Svc)	(1,545,851)	(1,694,395)	(1,327,228)	(750,000)	577,228	-43.5%
Debt Service - Glycol Collection	(294,733)	(288,598)	(254,760)	(258,321)	(3,561)	1.4%
Debt Service - Noresco	(273,133)	(273,133)	(291,516)	(293,389)	(1,873)	0.6%
Operating Expense Reserve & R&R Rsv	(588,228)	(158,237)	(194,887)	(177,772)	17,115	-8.8%
Capital Funding Reallocation	0	0	0	2,229,444	2,229,444	n/a
Interest Income	99,031	200,000	90,000	200,000	110,000	122.2%
Intercompany Transfer	1,000,000	0	0	0	0	n/a
ADF Funding	1,010,805	838,191	838,191	(225,548)	(1,063,739)	-126.9%
PFC	2,529,920	2,525,920	2,025,920	1,000,000	(1,025,920)	-50.6%
NFIA Contribution - Debt Svc Entlmtnt Appl	<u>1,000,000</u>	<u>2,383,000</u>	<u>1,901,674</u>	<u>1,942,222</u>	<u>40,548</u>	<u>2.1%</u>
TOTAL NON-OPERATING ITEMS	(13,485,363)	(11,905,721)	(12,100,372)	(9,376,016)	2,724,356	-22.5%
NET INCOME/(LOSS)	5,084,698	6,161,743	5,939,767	8,439,922	2,500,155	42.1%
LESS: DIRECT CAPITAL	2,729,162	857,209	701,584	2,598,006	1,896,422	270.3%
LESS: INDIRECT CAPITAL	172,211	413,483	342,038	468,017	125,980	36.8%
NET SURPLUS/(DEFICIT)	2,183,326	4,891,051	4,896,145	5,373,899	477,754	9.8%

NFIA
2014/15 ANNUAL FORECAST
VS
2015/16 ANNUAL BUDGET

	FY 13-14	FY 14-15	FY 14-15	FY 15-16	VARIANCE	%
	ACTUAL	BUDGET	FORECAST	BUDGET		
OPERATING REVENUES						
Airport Fees & Services	98,485	146,698	160,620	166,632	6,012	3.7%
Rental Income	266,411	364,135	373,476	396,854	23,378	6.3%
Concessions/Commissions	1,504,727	1,320,059	1,716,699	1,885,995	169,296	9.9%
Retail Sales	0	0	0	0	0	n/a
Resales & Rebillings	27,638	22,620	21,320	23,684	2,364	11.1%
Other Operating Revenues	<u>100,002</u>	<u>100,750</u>	<u>144,410</u>	<u>115,881</u>	<u>(28,529)</u>	<u>-19.8%</u>
TOTAL OPERATING REVENUES	1,997,263	1,954,262	2,416,525	2,589,046	172,521	7.1%
OPERATING EXPENSES (Excl. Depr.)						
Personnel Services	1,790,700	1,840,014	1,801,830	1,830,927	29,097	1.6%
Maintenance & Repairs	831,730	856,442	801,170	882,158	80,988	10.1%
Utilities	397,345	360,440	348,440	301,412	(47,028)	-13.5%
Insurance & Injuries	107,829	118,421	111,157	116,379	5,222	4.7%
Safety & Security	444,262	425,557	420,676	422,509	1,833	0.4%
General Business/Other	650,924	754,993	724,297	644,763	(79,534)	-11.0%
Administrative Cost Reallocation	710,739	787,098	775,330	816,181	40,851	5.3%
Costs Transferred to Capital Projects	0	0	0	0	0	n/a
Inter Division Reimbursement	<u>(1,033)</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>n/a</u>
TOTAL OPERATING EXPENSES	<u>4,932,496</u>	<u>5,142,965</u>	<u>4,982,900</u>	<u>5,014,329</u>	<u>31,429</u>	<u>0.6%</u>
OPERATING INCOME/(LOSS)	(2,935,233)	(3,188,703)	(2,566,375)	(2,425,283)	141,092	-5.5%
NON-OPERATING ITEMS						
Debt Service	(2,092,371)	(1,441,371)	(1,441,371)	0	1,441,371	-100.0%
Debt Service - Noresco	0	0	0	(1,696)	(1,696)	n/a
BNIA Contribution (Excluding Debt Svc)	1,545,851	1,694,395	1,327,228	750,000	(577,228)	-43.5%
BNIA Contribution - Debt Service	2,092,371	1,441,371	1,441,371	0	(1,441,371)	-100.0%
Seneca Proceeds	<u>0</u>	<u>0</u>	<u>1,383,000</u>	<u>1,000,000</u>	<u>(383,000)</u>	<u>-27.7%</u>
TOTAL NON-OPERATING ITEMS	<u>1,545,851</u>	<u>1,694,395</u>	<u>2,710,228</u>	<u>1,748,304</u>	<u>(961,924)</u>	<u>-35.5%</u>
NET INCOME/(LOSS)	(1,389,382)	(1,494,308)	143,853	(676,979)	(820,832)	-570.6%
LESS: DIRECT CAPITAL	109,903	105,744	10,040	254,634	244,594	2436.2%
LESS: INDIRECT CAPITAL	<u>39,292</u>	<u>94,342</u>	<u>78,041</u>	<u>106,799</u>	<u>28,758</u>	<u>36.8%</u>
NET SURPLUS/(DEFICIT)	<u>(1,538,578)</u>	<u>(1,694,395)</u>	<u>55,772</u>	<u>(1,038,412)</u>	<u>(1,094,184)</u>	<u>-1961.9%</u>

PROPERTY DEVELOPMENT**2014/15 ANNUAL FORECAST**

VS

2015/16 ANNUAL BUDGET

	FY 13-14	FY 14-15	FY 14-15	FY 15-16	VARIANCE	%
	ACTUAL	BUDGET	FORECAST	BUDGET		
OPERATING REVENUES						
Boat Harbor Fees	1,215,051	1,150,000	1,240,030	0	(1,240,030)	-100.0%
Rental Income	3,219,866	2,636,659	2,779,045	2,590,247	(188,798)	-6.8%
Concessions/Commissions	60,600	59,445	60,245	0	(60,245)	-100.0%
Retail Sales	398,587	375,000	375,000	0	(375,000)	-100.0%
Resales & Rebillings	232,493	10,700	11,876	12,230	354	3.0%
Other Operating Revenues	<u>3,508</u>	<u>3,000</u>	<u>3,000</u>	<u>1,200</u>	<u>(1,800)</u>	<u>-60.0%</u>
TOTAL OPERATING REVENUES	5,130,105	4,234,804	4,469,196	2,603,677	(1,865,519)	-41.7%
OPERATING EXPENSES (Excl. Depr.)						
Personnel Services	702,088	555,787	494,757	173,963	(320,794)	-64.8%
Maintenance & Repairs	473,915	435,496	456,794	299,200	(157,594)	-34.5%
Utilities	587,889	470,676	445,000	399,649	(45,351)	-10.2%
Insurance & Injuries	150,946	132,444	124,060	78,136	(45,924)	-37.0%
Safety & Security	24,223	35,000	15,000	0	(15,000)	-100.0%
General Business/Other	892,758	884,280	890,795	233,119	(657,676)	-73.8%
Administrative Cost Reallocation	1,151,865	1,275,617	1,256,544	1,007,359	(249,186)	-19.8%
Costs Transferred to Capital Projects	0	0	0	0	0	n/a
Inter Division Reimbursement	0	0	0	0	0	n/a
TOTAL OPERATING EXPENSES	3,983,684	3,789,300	3,682,950	2,191,426	(1,491,525)	-40.5%
OPERATING INCOME/(LOSS)	1,146,421	445,504	786,246	412,251	(373,994)	-47.6%
NON-OPERATING ITEMS						
Debt Service - Noresco	(6,017)	0	(42,611)	(46,821)	(4,210)	9.9%
Property Acquisition/Other	<u>14,709</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>n/a</u>
TOTAL NON-OPERATING ITEMS	8,692	0	(42,611)	(46,821)	(4,210)	9.9%
NET INCOME/(LOSS)	1,155,113	445,504	743,635	365,431	(378,204)	-50.9%
LESS: DIRECT CAPITAL	313,592	1,436,009	1,282,000	787,573	(494,427)	-38.6%
LESS: INDIRECT CAPITAL	63,680	152,897	126,478	131,815	5,337	4.2%
NET SURPLUS/(DEFICIT)	<u>777,841</u>	<u>(1,143,401)</u>	<u>(664,843)</u>	<u>(553,957)</u>	<u>110,886</u>	<u>-16.7%</u>

EXECUTIVE - NFTA
2014/15 ANNUAL FORECAST
VS
2015/16 ANNUAL BUDGET

	FY 13-14 ACTUAL	FY 14-15 BUDGET	FY 14-15 FORECAST	FY 15-16 BUDGET	VARIANCE	%
OPERATING ASSISTANCE						
Federal Operating Assistance	477,758	325,440	325,440	285,440	(40,000)	-12.3%
Federal - K-9 Cops	393,499	394,000	394,000	394,000	0	0.0%
Federal - DEA Expenditures	2,540	17,202	17,202	17,202	0	0.0%
Federal - DEA OT Reimbursement	<u>5,728</u>	<u>60,000</u>	<u>60,000</u>	<u>60,000</u>	<u>0</u>	<u>0.0%</u>
TOTAL OPERATING ASSISTANCE	879,525	796,642	796,642	756,642	(40,000)	-5.0%
OPERATING EXPENSES (Excl. Depr.)						
Personnel Services	13,314,798	14,980,844	14,604,821	14,808,251	203,430	1.4%
Maintenance & Repairs	176,622	375,000	375,000	583,000	208,000	55.5%
Utilities	29,873	49,679	31,000	30,997	(3)	0.0%
Insurance & Injuries	193,501	156,004	156,004	165,001	8,997	5.8%
Safety & Security	48,824	45,500	45,500	45,500	0	0.0%
General Business/Other	474,402	1,004,312	984,312	807,006	(177,306)	-18.0%
Costs Transferred to Capital Projects	47,193	(3,000)	45,000	(3,000)	(48,000)	-106.7%
Inter Division Reimbursement	<u>(11,721,000)</u>	<u>(12,232,488)</u>	<u>(11,871,465)</u>	<u>(12,194,895)</u>	<u>(323,430)</u>	<u>2.7%</u>
TOTAL OPERATING EXPENSES	<u>2,564,213</u>	<u>4,375,851</u>	<u>4,370,172</u>	<u>4,241,860</u>	<u>(128,312)</u>	<u>-2.9%</u>
OPERATING INCOME/(LOSS)	(1,684,688)	(3,579,209)	(3,573,530)	(3,485,218)	88,312	-2.5%
LESS: DIRECT CAPITAL	0	760,473	277,148	1,269,000	991,852	357.9%
NET SURPLUS/(DEFICIT)	<u>(1,684,688)</u>	<u>(4,339,682)</u>	<u>(3,850,678)</u>	<u>(4,754,218)</u>	<u>(903,540)</u>	<u>23.5%</u>

EXECUTIVE - METRO
2014/15 ANNUAL FORECAST
VS
2015/16 ANNUAL BUDGET

	FY 13-14 ACTUAL	FY 14-15 BUDGET	FY 14-15 FORECAST	FY 15-16 BUDGET	VARIANCE	%
OPERATING EXPENSES (Excl. Depr.)						
Personnel Services	165,705	174,006	171,000	174,033	3,033	1.8%
Maintenance & Repairs	0	0	0	0	0	n/a
Utilities	532	0	0	500	500	n/a
Insurance & Injuries	1,911,712	2,252,160	1,952,160	2,251,500	299,340	15.3%
Safety & Security	0	0	0	0	0	n/a
General Business/Other	1,019,411	1,145,875	1,095,875	1,157,104	61,229	5.6%
Costs Transferred to Capital Projects	0	0	0	0	0	n/a
Inter Division Reimbursement	<u>(203,381)</u>	<u>(234,269)</u>	<u>(234,269)</u>	<u>(234,521)</u>	<u>(252)</u>	<u>0.1%</u>
TOTAL OPERATING EXPENSES	<u>2,893,979</u>	<u>3,337,772</u>	<u>2,984,766</u>	<u>3,348,616</u>	<u>363,850</u>	<u>12.2%</u>
NET SURPLUS/(DEFICIT)	<u>(2,893,979)</u>	<u>(3,337,772)</u>	<u>(2,984,766)</u>	<u>(3,348,616)</u>	<u>(363,850)</u>	<u>12.2%</u>

EEO/DIVERSITY DEVELOPMENT

2014/15 ANNUAL FORECAST

VS

2015/16 ANNUAL BUDGET

	FY 13-14 ACTUAL	FY 14-15 BUDGET	FY 14-15 FORECAST	FY 15-16 BUDGET	VARIANCE	%
OPERATING EXPENSES (Excl. Depr.)						
Personnel Services	340,840	368,784	363,000	360,446	(2,554)	-0.7%
Maintenance & Repairs	0	0	0	0	0	n/a
Utilities	0	0	0	0	0	n/a
Insurance & Injuries	0	0	0	0	0	n/a
Safety & Security	0	0	0	0	0	n/a
General Business/Other	23,584	24,600	27,800	29,599	1,799	6.5%
Costs Transferred to Capital Projects	0	0	0	0	0	n/a
Inter Division Reimbursement	0	0	0	0	0	n/a
TOTAL OPERATING EXPENSES	<u>364,424</u>	<u>393,384</u>	<u>390,800</u>	<u>390,045</u>	<u>(755)</u>	<u>-0.2%</u>
OPERATING INCOME/(LOSS)	<u>(364,424)</u>	<u>(393,384)</u>	<u>(390,800)</u>	<u>(390,045)</u>	<u>755</u>	<u>-0.2%</u>
LESS: DIRECT CAPITAL	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>n/a</u>
NET SURPLUS/(DEFICIT)	<u>(364,424)</u>	<u>(393,384)</u>	<u>(390,800)</u>	<u>(390,045)</u>	<u>755</u>	<u>-0.2%</u>

GENERAL COUNSEL
2014/15 ANNUAL FORECAST
VS
2015/16 ANNUAL BUDGET

	FY 13-14 ACTUAL	FY 14-15 BUDGET	FY 14-15 FORECAST	FY 15-16 BUDGET	VARIANCE	%
OPERATING EXPENSES (Excl. Depr.)						
Personnel Services	1,007,038	1,086,332	1,084,190	1,095,799	11,609	1.1%
Maintenance & Repairs	0	0	0	0	0	n/a
Utilities	0	0	0	0	0	n/a
Insurance & Injuries	0	0	0	0	0	n/a
Safety & Security	0	0	0	0	0	n/a
General Business/Other	62,415	83,500	73,500	83,430	9,930	13.5%
Costs Transferred to Capital Projects	0	0	0	0	0	n/a
Inter Division Reimbursement	<u>(435,227)</u>	<u>(481,020)</u>	<u>(460,000)</u>	<u>(479,140)</u>	<u>(19,140)</u>	<u>4.2%</u>
TOTAL OPERATING EXPENSES	<u>634,226</u>	<u>688,812</u>	<u>697,690</u>	<u>700,089</u>	<u>2,399</u>	<u>0.3%</u>
OPERATING INCOME/(LOSS)	(634,226)	(688,812)	(697,690)	(700,089)	(2,399)	0.3%
LESS: DIRECT CAPITAL	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>n/a</u>
NET SURPLUS/(DEFICIT)	<u>(634,226)</u>	<u>(688,812)</u>	<u>(697,690)</u>	<u>(700,089)</u>	<u>(2,399)</u>	<u>0.3%</u>

ENGINEERING
2014/15 ANNUAL FORECAST
VS
2015/16 ANNUAL BUDGET

	FY 13-14 ACTUAL	FY 14-15 BUDGET	FY 14-15 FORECAST	FY 15-16 BUDGET	VARIANCE	%
OPERATING EXPENSES (Excl. Depr.)						
Personnel Services	1,623,071	1,747,939	1,745,575	1,778,844	33,269	1.9%
Maintenance & Repairs	8,525	9,983	9,983	9,983	0	0.0%
Utilities	1,462	2,976	1,500	1,500	0	0.0%
Insurance & Injuries	84	0	0	0	0	n/a
Safety & Security	0	0	0	0	0	n/a
General Business/Other	52,067	78,153	50,000	78,152	28,152	56.3%
Costs Transferred to Capital Projects	(1,207,946)	(1,200,000)	(1,280,000)	(1,280,000)	0	0.0%
Inter Division Reimbursement	<u>(257,629)</u>	<u>(330,000)</u>	<u>(260,000)</u>	<u>(260,000)</u>	0	0.0%
TOTAL OPERATING EXPENSES	<u>219,634</u>	<u>309,051</u>	<u>267,058</u>	<u>328,479</u>	<u>61,421</u>	<u>23.0%</u>
OPERATING INCOME/(LOSS)	(219,634)	(309,051)	(267,058)	(328,479)	(61,421)	23.0%
LESS: DIRECT CAPITAL	<u>22,350</u>	<u>48,500</u>	<u>86,315</u>	<u>15,500</u>	<u>(70,815)</u>	<u>-82.0%</u>
NET SURPLUS/(DEFICIT)	<u>(241,984)</u>	<u>(357,551)</u>	<u>(353,373)</u>	<u>(343,979)</u>	<u>9,394</u>	<u>-2.7%</u>

PUBLIC AFFAIRS - NFTA

2014/15 ANNUAL FORECAST

VS

2015/16 ANNUAL BUDGET

	FY 13-14 ACTUAL	FY 14-15 BUDGET	FY 14-15 FORECAST	FY 15-16 BUDGET	VARIANCE	%
OPERATING EXPENSES (Excl. Depr.)						
Personnel Services	871,664	904,674	889,893	906,620	16,727	1.9%
Maintenance & Repairs	0	0	0	0	0	n/a
Utilities	451	549	450	450	0	0.0%
Insurance & Injuries	0	0	0	0	0	n/a
Safety & Security	0	0	0	0	0	n/a
General Business/Other	27,800	33,985	34,000	35,150	1,150	3.4%
Costs Transferred to Capital Projects	0	0	0	0	0	n/a
Inter Division Reimbursement	<u>(86,131)</u>	<u>(83,060)</u>	<u>(81,745)</u>	<u>(82,681)</u>	<u>(936)</u>	<u>1.1%</u>
TOTAL OPERATING EXPENSES	<u>813,784</u>	<u>856,148</u>	<u>842,598</u>	<u>859,539</u>	<u>16,941</u>	<u>2.0%</u>
OPERATING INCOME/(LOSS)	<u>(813,784)</u>	<u>(856,148)</u>	<u>(842,598)</u>	<u>(859,539)</u>	<u>(16,941)</u>	<u>2.0%</u>
LESS: DIRECT CAPITAL	<u>7,104</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>n/a</u>
NET SURPLUS/(DEFICIT)	<u>(820,888)</u>	<u>(856,148)</u>	<u>(842,598)</u>	<u>(859,539)</u>	<u>(16,941)</u>	<u>2.0%</u>

PUBLIC AFFAIRS - METRO

2014/15 ANNUAL FORECAST

VS

2015/16 ANNUAL BUDGET

	FY 13-14 ACTUAL	FY 14-15 BUDGET	FY 14-15 FORECAST	FY 15-16 BUDGET	VARIANCE	%
OPERATING EXPENSES (Excl. Depr.)						
Personnel Services	88,318	103,230	101,270	103,349	2,079	2.1%
Maintenance & Repairs	0	0	0	0	0	n/a
Utilities	0	0	0	0	0	n/a
Insurance & Injuries	0	0	0	0	0	n/a
Safety & Security	0	0	0	0	0	n/a
General Business/Other	113,583	120,560	117,000	120,181	3,181	2.7%
Costs Transferred to Capital Projects	0	0	0	0	0	n/a
Inter Division Reimbursement	<u>0</u>	<u>0</u>	<u>0</u>	<u>(37,585)</u>	<u>(37,585)</u>	<u>n/a</u>
TOTAL OPERATING EXPENSES	<u>201,901</u>	<u>223,790</u>	<u>218,270</u>	<u>185,945</u>	<u>(32,325)</u>	<u>-14.8%</u>
NET SURPLUS/(DEFICIT)	<u>(201,901)</u>	<u>(223,790)</u>	<u>(218,270)</u>	<u>(185,945)</u>	<u>32,325</u>	<u>-14.8%</u>

HUMAN RESOURCES - NFTA

2014/15 ANNUAL FORECAST

VS

2015/16 ANNUAL BUDGET

	FY 13-14 ACTUAL	FY 14-15 BUDGET	FY 14-15 FORECAST	FY 15-16 BUDGET	VARIANCE	%
OPERATING EXPENSES (Excl. Depr.)						
Personnel Services	758,348	866,410	825,521	860,761	35,240	4.3%
Maintenance & Repairs	0	0	0	0	0	n/a
Utilities	0	0	0	0	0	n/a
Insurance & Injuries	0	0	0	0	0	n/a
Safety & Security	0	0	0	0	0	n/a
General Business/Other	304,752	263,999	263,999	263,996	(3)	0.0%
Costs Transferred to Capital Projects	0	0	0	0	0	n/a
Inter Division Reimbursement	<u>(300,813)</u>	<u>(275,015)</u>	<u>(269,096)</u>	<u>(218,222)</u>	<u>50,874</u>	<u>-18.9%</u>
TOTAL OPERATING EXPENSES	<u>762,287</u>	<u>855,394</u>	<u>820,424</u>	<u>906,535</u>	<u>86,111</u>	<u>10.5%</u>
OPERATING INCOME/(LOSS)	(762,287)	(855,394)	(820,424)	(906,535)	(86,111)	10.5%
LESS: DIRECT CAPITAL	0	0	0	0	0	n/a
NET SURPLUS/(DEFICIT)	<u>(762,287)</u>	<u>(855,394)</u>	<u>(820,424)</u>	<u>(906,535)</u>	<u>(86,111)</u>	<u>10.5%</u>

HUMAN RESOURCES - METRO

2014/15 ANNUAL FORECAST

VS

2015/16 ANNUAL BUDGET

	FY 13-14 ACTUAL	FY 14-15 BUDGET	FY 14-15 FORECAST	FY 15-16 BUDGET	VARIANCE	%
OPERATING EXPENSES (Excl. Depr.)						
Personnel Services	46,410	0	0	0	0	n/a
Maintenance & Repairs	0	0	0	0	0	n/a
Utilities	0	0	0	0	0	n/a
Insurance & Injuries	0	0	0	0	0	n/a
Safety & Security	0	0	0	0	0	n/a
General Business/Other	335,396	314,715	314,715	259,622	(55,093)	-17.5%
Costs Transferred to Capital Projects	0	0	0	0	0	n/a
Inter Division Reimbursement	<u>(79,677)</u>	<u>(53,502)</u>	<u>(53,502)</u>	<u>(44,136)</u>	<u>9,366</u>	<u>-17.5%</u>
TOTAL OPERATING EXPENSES	<u>302,129</u>	<u>261,213</u>	<u>261,213</u>	<u>215,486</u>	<u>(45,727)</u>	<u>-17.5%</u>
NET SURPLUS/(DEFICIT)	<u>(302,129)</u>	<u>(261,213)</u>	<u>(261,213)</u>	<u>(215,486)</u>	<u>45,727</u>	<u>-17.5%</u>

FINANCE & ADMINISTRATION - NFTA

2014/15 ANNUAL FORECAST

VS

2015/16 ANNUAL BUDGET

	FY 13-14 ACTUAL	FY 14-15 BUDGET	FY 14-15 FORECAST	FY 15-16 BUDGET	VARIANCE	%
OPERATING EXPENSES (Excl. Depr.)						
Personnel Services	3,604,391	3,003,785	2,907,971	2,974,844	66,873	2.3%
Maintenance & Repairs	220,665	2,784	2,784	2,784	0	0.0%
Utilities	25,386	25,464	25,464	25,697	233	0.9%
Insurance & Injuries	41	36	36	36	0	0.0%
Safety & Security	0	0	0	0	0	n/a
General Business/Other	1,678,978	1,353,858	1,313,858	1,429,284	115,426	8.8%
Costs Transferred to Capital Projects	(198,011)	(319,685)	(250,000)	(288,468)	(38,468)	15.4%
Inter Division Reimbursement	(387,061)	(312,049)	(312,049)	(309,821)	2,228	-0.7%
TOTAL OPERATING EXPENSES	4,944,389	3,754,193	3,688,064	3,834,356	146,292	4.0%
OPERATING INCOME/(LOSS)	(4,944,389)	(3,754,193)	(3,688,064)	(3,834,356)	(146,292)	4.0%
LESS: DIRECT CAPITAL	491,528	441,920	671,290	90,000	(581,290)	-86.6%
NET SURPLUS/(DEFICIT)	(5,435,917)	(4,196,113)	(4,359,354)	(3,924,356)	434,998	-10.0%

FINANCE & ADMINISTRATION - METRO

2014/15 ANNUAL FORECAST

VS

2015/16 ANNUAL BUDGET

	FY 13-14 ACTUAL	FY 14-15 BUDGET	FY 14-15 FORECAST	FY 15-16 BUDGET	VARIANCE	%
OPERATING EXPENSES (Excl. Depr.)						
Personnel Services	1,334,992	1,484,876	1,386,815	1,441,519	54,704	3.9%
Maintenance & Repairs	0	0	0	0	0	n/a
Utilities	32,603	47,148	32,000	26,576	(5,424)	-17.0%
Insurance & Injuries	0	0	0	0	0	n/a
Safety & Security	0	0	0	0	0	n/a
General Business/Other	1,095,066	879,365	909,365	890,927	(18,438)	-2.0%
Costs Transferred to Capital Projects	0	0	0	0	0	n/a
Inter Division Reimbursement	(259,968)	(393,340)	(393,340)	(384,446)	8,894	-2.3%
TOTAL OPERATING EXPENSES	2,202,693	2,018,049	1,934,840	1,974,576	39,736	2.1%
NET SURPLUS/(DEFICIT)	(2,202,693)	(2,018,049)	(1,934,840)	(1,974,576)	(39,736)	2.1%

CORPORATE:

2. C. (2) **Ratification of Equipment Lease Purchase Agreement, Capital One Public Funding, LLC, CNG Fueling Station, Metro**

RECOMMENDATION: Staff recommends that the Board ratify, approve and confirm the terms and provisions of an Equipment Lease Purchase Agreement between the Authority and Capital One Public Funding, LLC, including the total interest cost of \$683,920.25 and the term thereof which terminates on December 1, 2025.

INFORMATION: On March 26, 2015 the Board approved a Resolution (the “Authorizing Resolution”) entitled “Authorization for Agreements, Integrys Transportation Fuels, LLC, d/b/a Trillium CNG for the Design, Construction, Operation and Maintenance of CNG Fueling Station and Capital One Public Funding, LLC for the Financing, Metro” that, among other things, authorized an Agreement with Capital One Public Funding LLC for the Design/Build Financing of the CNG Fueling Station at the Frontier Bus Garage as described in the information presented to the Board in connection with the Authorizing Resolution (the “Financing”).

The information the Board considered in connection with the Financing and adoption of the Authorizing Resolution included the following (the “Parameters”): “The total capital cost for this project is \$3,989,959.76. The terms of the financing from the third party under this contract will be a ten (10) year lease to own agreement. Payments will be made monthly in the amount of \$38,514.97 with a total finance cost of \$670,351.54. The annual interest rate charged is 2.91%. The NFTA will own the CNG Fueling Station at the end of the ten (10) year contract.”

The Authority entered into an Equipment Lease Purchase Agreement (the “Lease”) with Capital One Public Funding, LLC to implement the Financing in accordance with the Authorizing Resolution that complies with the Parameters in that it has a maximum loan amount of \$3,989,959.76, maximum monthly payments of \$38,514.97, and rent based on an interest rate of 2.91% but does not comply with the Parameters in that it has a total interest cost of \$683,920.25 and a term in excess of ten years terminating on December 1, 2025.

FUNDING: Funding for this contract will be included in the Metro’s annual non-operating budget.

“**RESOLVED** that the terms and provisions of the Equipment Lease Purchase Agreement, dated April 30, 2015, between the Authority and Capital One Public Funding, LLC, presented to the Board at the meeting at which this resolution is adopted, is hereby ratified, approved and confirmed, including the total interest cost of \$683,920.25 and the term thereof which terminates on December 1, 2025.”

EQUIPMENT LEASE PURCHASE AGREEMENT

by and between

CAPITAL ONE PUBLIC FUNDING, LLC

as Lessor

and

NIAGARA FRONTIER TRANSPORTATION AUTHORITY

as Lessee

Dated as of April 30, 2015

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EQUIPMENT LEASE PURCHASE AGREEMENT

EQUIPMENT LEASE PURCHASE AGREEMENT, dated as of April 30, 2015 (this "Agreement"), by and between CAPITAL ONE PUBLIC FUNDING, LLC, a limited liability company organized and existing under the laws of the State of New York, as Lessor (together with its successors and assigns, the "Lessor"), and NIAGARA FRONTIER TRANSPORTATION AUTHORITY, a public benefit corporation organized and existing under the laws of the State of New York, as Lessee (the "Lessee").

The Lessee has made a determination to acquire and install the equipment described in Exhibit A (collectively, the "Equipment") and has expressed an interest in making arrangements for the financing of the acquisition and installation of the Equipment. The Lessor is willing to finance the acquisition and installation of the Equipment and to lease the Equipment to the Lessee, and the Lessee is willing to lease the Equipment from the Lessor, upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Lessor and the Lessee agree as follows:

ARTICLE I

DEFINITIONS

SECTION 1.1. Definitions. The terms defined in this Section 1.1 shall, for all purposes of this Agreement have the meanings in this Section 1.1 specified, unless the context clearly otherwise requires.

"Agreement" shall mean this Equipment Lease Purchase Agreement, dated as of April 30, 2015, by and between the Lessor and the Lessee, together with the exhibits and any and all amendments hereto.

"Base Payments" shall mean the payments payable by the Lessee pursuant to Section 3.5 of this Agreement during the Lease Term.

"Code" shall mean the Internal Revenue Code of 1986, as amended.

"Default" means any event or condition that, with the giving of any notice, the passage of time, or both, would be an Event of Default.

"Due Date" means each date any Base Payment is due hereunder as reflected on Exhibit B hereto.

"Equipment" shall mean the equipment to be acquired and installed on behalf of the Lessee described in Exhibit A.

"Event of Default" shall have the meaning set forth in Section 5.1 hereof.

“Farebox Revenues” shall mean all transit fare revenues derived from the operation of the System.

“GSA” means the General Security Agreement, dated January 5, 2010, between the Lessee and Manufacturers and Traders Trust Company.

“Lease Term” shall mean the duration of the leasehold estate created in the Equipment as provided in Section 3.4 of this Agreement.

“Parity Obligation Payments” means (a) the Base Payments and any other amounts due and owing hereunder, and (b) principal of, premium, if any, and interest on or other capital payments with respect to, or any other amounts due and owing under, any other Parity Obligations.

“Parity Obligations” shall mean this Agreement and any other obligation issued or entered into in compliance with Section 3.8 hereof having a lien on Farebox Revenues on a parity with this Agreement.

“System” shall mean the Lessee’s bus and rail mass transportation system.

“Tax Certificate” means any tax certificate provided by the Lessee in connection with the execution and delivery of this Agreement.

ARTICLE II

REPRESENTATIONS

SECTION 2.1. Representations of the Lessee. The Lessee makes the following representations:

(a) The Lessee is a political subdivision duly created and existing under and pursuant to the laws of the State of New York.

(b) The Lessee has full power and authority to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder and by proper action has duly authorized the execution and delivery of this Agreement and all other documents executed and delivered by the Lessee with respect thereto, and the same are valid and legally binding obligations of the Lessee, and are enforceable against the Lessee in accordance with their terms, except as enforceability may be limited by bankruptcy, reorganization, insolvency, moratorium or other laws of general application relating to or affecting creditors’ rights generally or by general principles of equity.

(c) Neither the execution and delivery of this Agreement, the consummation of the transaction contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with, or results in a breach of, the terms, conditions or provisions of the Constitution or statutes of the State of New York, any charter or other organizational document of the Lessee, any ordinances or resolutions of the Lessee or any rule or regulation affecting the Lessee, including requirements of any order, ruling,

regulation, evidence of indebtedness, agreement, contract or instrument of whatever nature to which the Lessee is a party or by which it is bound, or constitutes a default under any of the foregoing.

(d) There are no pending or threatened lawsuits or administrative or other proceedings contesting the authority for, authorization or performance of, or expenditure of funds pursuant to this Agreement.

(e) The Lessee will operate or cause the Equipment to be operated in accordance with all applicable laws, rules, regulations, ordinances, resolutions, rulings and orders until the expiration or earlier termination of this Agreement as provided herein.

(f) The Base Payments are not subject to appropriation.

(g) Other than the GSA, there is no bond, note, lease, installment purchase agreement or other agreement or obligation of the Lessee payment under which is secured by a lien on, pledge of or security interest in Farebox Revenues.

SECTION 2.2. Representations of the Lessor. The Lessor makes the following representations:

(a) The Lessor is a limited liability company duly formed and in good standing under the laws of New York and in good standing under the laws of the State of New York.

(b) The Lessor has full power and authority to carry on its business as now conducted and to enter into this Agreement and make the representations and certifications contained herein and by proper corporate action has duly authorized the execution and delivery of this Agreement.

(c) The Lessor is a lender that regularly extends credit by purchasing loans in the form of state and local government obligations such as the Loan Obligation; has knowledge and experience in financial and business matters that make it capable of evaluating the Lessor, this Agreement and the risks associated with the entering into this Agreement; has the ability to bear the economic risk of extending the credit evidenced by this Agreement; and is a limited liability company engaged in the primary business of extending credit and making loans to state and local governments and non-profit entities and has total assets in excess of \$1 billion. The Lessor is not acting as a broker, dealer, municipal securities underwriter, municipal advisor or fiduciary in connection with the entering into this Agreement.

(d) The Lessor has conducted its own investigation of the financial condition of the Lessee, the purpose for which this Agreement is being executed and delivered and of the security for the payment of the principal of and interest components of the payments under on this Agreement, and has obtained such information regarding this Agreement and the Lessee and its operations, financial condition and financial prospects as the Lessor deems necessary to make an informed decision with respect to entering into this Agreement.

(e) The Lessor is entering into this Agreement as a vehicle for making a commercial loan for its own loan account and without any present intention of distributing or selling any interest therein or portion thereof, provided that the Lessor shall have the right at any time to assign, transfer or convey this Agreement or any interest therein or portion thereof, but no such assignment, transfer or conveyance shall be effective as against the Lessee unless and until the Lessor has delivered to the Lessee written notice thereof that discloses the name and address of the assignee or the Servicer (as hereafter provided) and such assignment, transfer or conveyance shall be made only to (i) an affiliate of the Lessor or (ii) banks, insurance companies or similar financial institutions or their affiliates. Nothing herein or in any other document relating to this Agreement shall limit the right of the Lessor or its assignees to sell or assign participation interests in this Agreement to one or more entities listed in (i) or (ii), provided that any participation, custodial or similar agreement under which multiple ownership interests in this Agreement are created shall provide the method by which the owners of such interests shall establish the rights and duties of a single entity, owner, servicer or other fiduciary or agent acting on behalf of all of the assignees (herein referred to as the "Servicer") to act on their behalf with respect to the rights and interests of the Lessor under this Agreement, including with respect to the exercise of rights and remedies of the Lessor on behalf of such owners upon the occurrence of an event of default under this Agreement.

(f) The Lessor acknowledges that this Agreement (a) has not been registered under the Securities Act of 1933, as amended, and has not been registered or otherwise qualified for sale under the securities laws of any state, (b) will not be listed on any securities exchange and (c) there is no established market for the Loan Obligation and that none is likely to develop. The Lessor understands and acknowledges that (i) its entering into this Agreement is not intended to be subject to the requirements of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended and (ii) in connection with its entering into this Agreement, the Lessee has not prepared or caused to be prepared, any official statement, private placement memorandum or other offering document.

(g) The Lessor is acting solely for its own loan account and not as a fiduciary for the Lessee or in the capacity of broker, dealer, placement agent, municipal securities underwriter, municipal advisor or fiduciary. It has not provided, and will not provide, financial, legal (including securities law), tax, accounting or other advice to or on behalf of the Lessee (including to any financial advisor or any placement agent engaged by the Lessee) with respect to the structuring, issuance, sale or delivery of this Agreement. The Lessor has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934, as amended, to the Lessee (or any financial advisor or any placement agent engaged by the Lessee) with respect to the transactions relating to the structuring, issuance, sale or delivery of this Agreement and the discussions, undertakings and procedures leading thereto. Each of the Lessee, its financial advisor and its placement agent has sought and shall seek and obtain financial, legal (including securities law), tax, accounting and other advice (including as it relates to structure, timing, terms and similar matters and compliance with legal requirements applicable to such parties) with respect to this Agreement from its own financial, legal, tax and other advisors (and not from the undersigned or its affiliates) to the extent that the Lessee, its financial advisor or its placement agent desires, should or needs to obtain such advice. The Lessor expresses no view regarding the legal sufficiency of its representations for purposes of compliance with any legal requirements applicable to any other party, including but not limited to the Lessee's financial advisor or

placement agent, or the correctness of any legal interpretation made by counsel to any other party, including but not limited to counsel to the Lessee's financial advisor or placement agent, with respect to any such matters. The transactions between the Lessee and the Lessor are arm's length, commercial transactions in which the Lessor is acting and has acted solely as a principal and for its own interest and the Lessor has not made recommendations to the Lessee or any financial advisor or any placement agent engaged by the Lessee with respect to the transactions relating to this Agreement.

ARTICLE III

ACQUISITION AND INSTALLATION OF EQUIPMENT; LEASE OF EQUIPMENT; PAYMENT OF RENTAL; OPERATION AND MAINTENANCE; INSURANCE; AND TAXES

SECTION 3.1. Acquisition and Installation of the Equipment. (a) The Lessee shall acquire and install the Equipment, as agent and attorney-in-fact for the Lessor, in accordance with the specifications therefor and all applicable requirements of governmental authorities.

(b) The Lessor shall deliver the amount of \$3,989,959.76, being the aggregate purchase price of the Equipment, to the Lessee in one installment on April 30, 2015.

SECTION 3.2. Title to the Equipment. In accordance with the provisions of Section 3.1(a) hereof, the Lessee shall acquire and install the Equipment, as agent and attorney-in-fact for the Lessor and during the Lease Term, title to the Equipment shall be vested in Lessee immediately upon its acceptance of each item of Equipment, and Lessee shall hold legal title to the Equipment, on behalf of and for the benefit of the Lessor as the beneficial owner of the Equipment, until all the Base Payments and other rental payments hereunder have been fully paid and all of the Lessee's obligations hereunder have been fully performed.

SECTION 3.3. Lease of the Equipment; Absence of Representations, Warranties or Covenants of the Lessor as to Merchantability, Etc.; Enforcement of Warranties Against Seller or Manufacturer of the Equipment. (a) The Lessor hereby leases the Equipment to the Lessee, and the Lessee hereby leases the Equipment from the Lessor, upon the terms and conditions of this Agreement. The Lessee shall be entitled to possession of each component of the Equipment and may retain possession of each component of the Equipment so long as it is not in default under the terms of this Agreement.

(b) THE LESSEE ACKNOWLEDGES THAT THE EQUIPMENT LEASED HEREUNDER IS OF A TYPE, DESIGN, SIZE, CAPACITY AND MANUFACTURE SELECTED BY THE LESSEE; THAT THE LESSOR IS NOT A MANUFACTURER OF, OR DEALER IN, THE EQUIPMENT; THAT NEITHER THE VENDOR, THE MANUFACTURER NOR ANY AGENT THEREOF IS AN AGENT OF THE LESSOR; THAT THE LESSOR HAS NOT, WILL NOT AND HAS NO OBLIGATION TO, INSPECT THE EQUIPMENT PRIOR TO DELIVERY TO THE LESSEE; THAT THE LESSOR IS NOT RESPONSIBLE FOR REPAIRS, SERVICE OR DEFECTS IN THE EQUIPMENT OR OPERATIONS THEREOF; AND THAT THE LESSOR HAS NOT MADE AND WILL NOT

MAKE ANY REPRESENTATION, WARRANTY OR COVENANT, EXPRESS OR IMPLIED, OF ANY KIND OR AS TO ANY MATTER WHATSOEVER ON WHICH THE LESSEE MAY RELY, INCLUDING WITHOUT LIMITATION, THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH LAWS, GOVERNMENTAL REGULATIONS OR RULES, ORDERS, SPECIFICATIONS OR CONTRACT, CONDITION, TITLE, QUALITY, DESIGN, DURABILITY OR SUITABILITY FOR THE LESSEE'S PURPOSES OF THE EQUIPMENT IN ANY RESPECT, OR ANY PATENT INFRINGEMENT OR LATENT OR PATENT DEFECTS. THE LESSOR SHALL NOT BE LIABLE TO THE LESSEE FOR ANY LIABILITY, LOSS OR DAMAGE CAUSED OR ALLEGED TO BE CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT OR ANY INADEQUACY THEREOF OR DEFICIENCY OR DEFECT THEREIN OR BY ANY INCIDENT WHATSOEVER IN CONNECTION THEREWITH AND THE LESSEE HEREBY ACKNOWLEDGES THE FOREGOING DISCLAIMER BY THE LESSOR.

(c) The Lessor hereby appoints the Lessee its agent and attorney-in-fact, for and in its name and behalf to make and enforce, at the Lessee's cost and expense, whatever claims the Lessor may have against the seller or manufacturer of the Equipment under any warranty, express or implied in respect thereof. Nothing contained in this Section 3.3(c) shall be construed to constitute a waiver by the Lessor or the Lessee of any right against any seller or manufacturer of any component of the Equipment arising out of a defect in the title to such Equipment.

SECTION 3.4. Lease Term. The Lease Term shall commence on the date of delivery of this Agreement and, subject to the provisions of Section 3.15(a) hereof, unless sooner terminated in accordance with the provisions hereof, shall terminate on December 1, 2025.

SECTION 3.5. Rentals. (a) The Lessee shall pay to the Lessor, at its address set forth in Section 6.5, on each "Due Date" specified in Exhibit B, the Base Payments as set forth in such Exhibit B under the caption "Payment Amount." Each Base Payment shall be paid in lawful money of the United States of America. The Lessee's obligation to pay Base Payments and other amounts under this Agreement is an unconditional obligation payable from Farebox Revenues. The Lessee's may, but shall not be obligated to, pay Base Payments and other amounts under this Agreement from other available moneys of the Lessee.

(b) It is understood that payment of all the Base Payments represents the consideration for the transfer, conveyance and assignment to the Lessee of the Lessor's rights and interests in and to the Equipment at such time as is provided in Section 3.17 and that such payment includes an interest component with respect to such consideration for such transfer, conveyance and assignment.

(c) The interest component of the Base Payments set forth in Exhibit B is based on an interest rate of Two and Ninety-one Hundredths per centum (2.91%) per annum, calculated on the basis of a 360-day year comprised of twelve 30-day months. The interest component of the Base Payments set forth in Exhibit B shall accrue from and after the date referred to in Section 3.1(b).

SECTION 3.6. Rate Covenant. The Lessee shall during each fiscal year impose and prescribe such transit fares for the System, and shall revise the same from time to time whenever necessary, so that System fares will produce Farebox Revenues during such fiscal year at least sufficient to pay all Parity Obligation Payments and other obligations due and payable from Farebox Revenues during such fiscal year as and when due. For the purposes of complying with this Section 3.6, Parity Obligation Payments shall be reduced to the extent such Parity Obligation Payments are actually paid as and when due during such fiscal year from other available moneys of the Lessee or other available moneys of the Lessee are deposited to pay such Parity Obligation Payments as and when due during such fiscal year in an account pledged as security to the party entitled to such Parity Obligation Payments under terms and provisions reasonably satisfactory to such party.

SECTION 3.7. Grant of Security Interest. The Lessee, as collateral security for the prompt payment in full when due of the Base Payments and any other amounts due and owing hereunder, hereby collaterally assigns, mortgages, irrevocably pledges and grants to the Lessor a lien on and security interest in, all of the Lessee's right, title and interest in, to and under the Farebox Revenues. The Lessee covenants and agrees to take such action as may be necessary from time to time to preserve the pledge, lien and security interest granted in this Section 3.7, including making any filings required by the New York Uniform Commercial Code. Pursuant to Section 1.3 of the GSA, the security interest granted pursuant to Section 1.1 of the GSA is expressly made subordinate to the security interest granted in this Section 3.7 and the security interest granted in this Section 3.7 shall constitute a "Prior Security Interest" for the purposes of and as defined in the GSA.

SECTION 3.8. Additional Parity Obligations. The Lessee may pledge Farebox Revenues for the payment of Parity Payment Obligations referred to in clause (b) of the definition thereof on a pari passu basis in accordance with this Section 3.8. The Lessee shall not enter into or issue any bond, note, lease, installment purchase agreement or other agreement or obligation payments under which are secured by a lien on Farebox Revenues on a parity with this Agreement unless (a) at the time such obligation is issued or entered into no Event of Default shall have occurred and be continuing, and (b) during the preceding twelve (12) month fiscal year period prior to issuing or entering into such obligation Farebox Revenues (as reflected in the Lessee's audited financial statements for such fiscal year) are at least equal to 400% of average annual Parity Obligation Payments for all Parity Obligations outstanding, including the Parity Obligation Payments for the obligation then proposed to be issued or entered into. Except as otherwise provided in the preceding sentence, the Lessee will not hereafter create or permit the creation of or issue any bonds, notes, warrants or other obligations or evidences of indebtedness or create any additional indebtedness which will be payable as to principal or interest, or both, from Farebox Revenues prior to or on a parity with the payment therefrom of the Parity Obligation Payments.

SECTION 3.9. Operate and Maintain System. The Lessee shall operate and maintain its System at least at current service levels as a fare-producing enterprise and shall manage the same in the most efficient manner consistent with sound economy and public advantage and consistent with the protection of the Lessor and the payment of all Parity Obligation Payments and other obligations payable from Farebox Revenues and so as to assure that the same shall be financially self-sufficient and self-sustaining taking into account federal

and state support and grants and other moneys available to operate the System. The Lessee will maintain, preserve, keep and operate, or cause to be maintained, preserved, kept and operated, the properties constituting its System (including all additions, improvements and betterments thereto and extensions thereof and every part and parcel thereof) in good and efficient repair, working order and operating condition in conformity with standards customarily followed in the mass transit industry for systems of like size and character. The Lessee will from time to time make all necessary and proper repairs, renewals, replacements and substitutions to said properties, and construct additions and improvements thereto and extensions and betterments thereof which are economically sound, so that at all times the business carried on in connection therewith shall and can be properly and advantageously conducted in an efficient manner and at reasonable cost. Prior to the payment of all Base Payments and other amounts payable hereunder, the Lessee shall not sell, lease or otherwise dispose of all, or substantially all, of the properties constituting the System in a manner such that the Lessee is no longer the owner of the Farebox Revenues or such that Lessee is not able to apply Farebox Revenues to the payment of all Base Payments, other amounts due hereunder and all other Parity Obligation Payments.

SECTION 3.10. Maintenance and Preservation of the Equipment. The Lessee, at its own cost and expense, shall keep and maintain the Equipment in good mechanical condition, repair and appearance at all times during the Lease Term and shall comply with all requirements of the manufacturers of the Equipment necessary to meet all manufacturers' warranties in force. The Lessor shall not be required to maintain or make any repairs or replacements of any nature or description to or of the Equipment. The Lessee shall not make any alterations, additions, modifications or improvements to the Equipment that will diminish the value of the Equipment or any component thereof without the Lessor's prior written consent. All additions and improvements made to the Equipment shall be deemed to constitute a part of the Equipment.

SECTION 3.11. Liens. The Lessee shall not directly or indirectly create, incur, assume, permit or suffer to exist, and, at its own cost and expense, promptly remove and shall discharge any lien, encumbrance or charge upon the System, including the Equipment or the Farebox Revenues (other than this Agreement or any lien, encumbrance or charge created by the Lessor otherwise permitted by Section 3.7 or Section 3.8 hereof) or upon the Lessee's interest therein, and the Lessee shall take all such action as may be necessary to protect and defend the title and interest of the Lessor and the Lessee to and in System, the Equipment and Farebox Revenues from any such liens, encumbrances and charges. The Lessee shall promptly give the Lessor notice of any lien, encumbrance or charge created upon the System, Equipment or the Farebox Revenues, stating the action the Lessee has taken or is about to take with respect thereto.

SECTION 3.12. Insurance. (a) The Lessee will carry insurance with generally recognized responsible insurers with policies payable to the Lessee against risks, liabilities, accidents or casualties at least to the extent that similar insurance is usually carried by public transit operators operating properties similar to the System, including the Equipment. The Lessee shall seek the advice and counsel from time to time of an independent insurance consultant or consultants to advise and assist the Lessee with respect to the insurance program of the System, including the Equipment, and the Lessee shall take into consideration, but will not be bound to follow, the advice of such insurance consultant or consultants in the placement of insurance and the establishment of a self-insurance fund or funds of the Lessee as hereinafter provided.

(b) Any insurance carried by the Lessee pursuant hereto may be procured and maintained as part of or in conjunction with any other policy or policies carried by it. The Lessee may create and establish special funds for self-insurance. In the event the Lessee shall establish and maintain any such special funds, the Lessee shall establish such reasonable reserves as shall be recommended by an insurance consultant and shall obtain at least annually a certificate of such insurance consultant regarding the adequacy of such reserves.

(c) The proceeds of all insurance, to the extent the same are paid directly to the Lessee, shall be held by the Lessee and applied as follows: (i) the proceeds of fire and extended coverage insurance and war damage insurance shall be held separate and apart for other Lessee funds and applied to the repairing, replacing or reconstruction of the damaged or destroyed property as hereinafter provided and (ii) the proceeds of liability insurance and workmen's compensation insurance shall be held separate and apart from other Lessee funds and applied toward extinguishing or satisfying or remedying the liability, loss or damage with respect to which such proceeds may be paid.

SECTION 3.13. Personal Property. The Equipment is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any component thereof may be or hereafter may become in any manner physically affixed or attached to real estate or any building thereon. If requested by the Lessor, the Lessee will, at the Lessee's expense, furnish a landlord or mortgagee waiver with respect to the Equipment.

SECTION 3.14. Records; Inspection. The Lessee shall maintain adequate records identifying and locating the Equipment, and shall permit the Lessor, by its employees, agents, accountants and attorneys, to examine such records, make extracts therefrom, discuss the same with the Lessee's officers and agents, and to inspect the Equipment, at reasonable times during business hours. Lessee shall maintain true, correct and complete books and records with respect to the System and its receipt and disbursement of all Farebox Revenues, and all funds and accounts relating thereto, and shall permit the Lessor, by its employees, agents, accountants and attorneys, to examine such records, make extracts therefrom, discuss the same with the Lessee's officers and agents, at reasonable times during business hours. The Lessee shall cause its funds and accounts relating to the System and Farebox Revenues to be audited by an independent certified public accountant of recognized standing. Such audit shall be made annually and shall be completed within 270 days after the close of each fiscal year and delivered to Lessor along with a certificate of the Lessee certifying that no Default or Event of Default has occurred.

SECTION 3.15. Nature of Obligations of the Lessee; Notice of Events of Default. (a) Until the payment in full of all Base Payments and other amounts payable hereunder, the Lessee shall not have any right to terminate this Agreement or to be released, relieved or discharged from any obligations or liabilities hereunder for any reason whatsoever.

(b) The obligations of the Lessee to pay Base Payments and to pay all other amounts provided for in this Agreement and to perform its obligations under this Agreement shall be absolute and unconditional in all events without abatement, diminution, deduction, set off or defense, for any reason, including without limitation any failure of the Equipment, any

defects, malfunctions, breakdowns or infirmities in the Equipment, any failure of the Equipment to perform in the manner, any disputes with the vendor, supplier or manufacturer ("Vendor") of any Equipment or Lessor, any failure of the Vendor to perform any of its obligations thereunder for whatever reason, including bankruptcy, insolvency, reorganization or any similar event with respect to the Vendor, or any accident, condemnation or unforeseen circumstances, and such Base Payments and other amounts shall be payable without any rights of set off, recoupment or counterclaim it might have against the Lessor or any other person or vendor and whether or not the Equipment is used by the Lessee or available for use by the Lessee and shall not be subject to appropriation.

(c) The Lessee shall give the Lessor prompt written notice of any Default or Event of Default hereunder.

(d) Except as otherwise provided herein and to the extent permitted by law, the Lessee waives all rights now or hereafter conferred by statute or otherwise to quit, terminate or surrender this Agreement, or to any abatement, suspension, deferment, diminution or reduction of Base Payments or other amounts payable by the Lessee hereunder, for any cause including, without limiting the generality of the foregoing, any acts or circumstances that may constitute an eviction or constructive eviction, failure of consideration, failure of title, or frustration of purpose, or any damage to or destruction of the Equipment, or the taking by eminent domain of title to or the right of temporary use of all or any component of the Equipment, or the failure of the Lessee to perform and observe any agreement or covenant, whether express or implied, of any duty, liability or obligation arising out of or connected with this Agreement.

(e) Lessee's obligations under this Agreement, including the obligation to make Base Payments, shall not in any manner or to any extent constitute or be a charge upon any moneys or property of the Lessee not specifically pledged thereto as provided herein. The Lessee has no taxing power and its obligations are not debts of the State of New York or of any political subdivision of the State of New York or of the United States of America. This Agreement will not constitute a pledge of the faith and credit of the State of New York or of any political subdivision thereof nor shall this Agreement be payable out of funds or properties other than those of the Lessee set forth herein. This Agreement will not obligate the State of New York or any of its political subdivisions or the United States of America to levy or pledge the receipts from any form of taxation for the payment of any amounts payable hereunder. This Agreement shall not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction.

SECTION 3.16. Tax Covenants. The Lessee represents and covenants that it will not use the Equipment, or permit the Equipment to be used, in such a manner as would cause the interest component of the Base Payments to be included in gross income for federal income tax purposes under Section 103(a) of the Code. The Lessee represents and covenants that it will not take any action or fail to take any action which would result in this Agreement constituting an "arbitrage bond" within the meaning of such term as used in Section 148 of the Code or which would violate regulations promulgated by the Department of the Treasury under the Code applicable to this Agreement and will comply in all respects with the provisions of the Federal Tax Certificate, dated the date hereof, executed and delivered by the Lessee (the "Federal Tax

Certificate”), including, without limitation, the requirement to file a Form 8038-G or other informational report with the Internal Revenue Service in accordance with the provisions of Section 149(e) of the Code and the regulations promulgated thereunder. The Lessee specifically agrees to pay such amounts of rebatable arbitrage at such times as are required to be paid by the Lessee pursuant to the Federal Tax Certificate.

SECTION 3.17. Transfer of Title to Equipment to the Lessee. The Lessor’s rights and interest in the Equipment will be transferred, conveyed and assigned to the Lessee, free and clear of all liens and encumbrances relating to Lessor, upon payment, or provision for payment, by the Lessee of all Base Payments and other rental payments required to be paid under this Agreement through and including the end of the Lease Term.

SECTION 3.18. Purchase Option. On each Due Date from and after December 1, 2021, the Lessee shall have an option to purchase the Equipment, in whole, for an amount equal to the Termination Value set forth opposite the related Due Date in Exhibit B. The Lessee’s right to exercise such option to purchase shall be conditioned upon the Lessee’s having performed all terms and conditions required to be performed by the Lessee under this Agreement in a timely fashion. The Lessee shall, as a condition precedent to the exercise of such option to purchase, give notice to Lessor of its intention to exercise such option at least thirty (30) days prior to the Due Date upon which it seeks to exercise such option.

ARTICLE IV

LOSS AND DAMAGE

SECTION 4.1. Loss and Damage. The Lessee shall bear the entire risk of loss, theft, condemnation, destruction or damage of or to the Equipment from any cause whatsoever, and no loss, theft, condemnation, destruction or damage of or to the Equipment shall relieve the Lessee of the obligation to pay Base Payments or of any other obligation under this Agreement. In the event of damage to any component of the Equipment, the Lessee shall immediately repair, rebuild or restore the property damaged to substantially the same condition as it existed prior to the event causing the damage. If the Lessor determines that any component of the Equipment is lost, stolen, condemned, destroyed or damaged beyond repair, the Lessee, at its option, will: (a) replace the same with like property in good repair, or (b) terminate this Agreement with respect to such component of the Equipment so lost, stolen, condemned, destroyed or damaged beyond repair and pay the Lessor in cash all of the following: (i) all amounts then owed by the Lessee or accrued to the Lessor under this Agreement with respect to such component of the Equipment; and (ii) the unpaid balance of the Base Payments with respect to such component of the Equipment for the term of this Agreement, less the amount of such Base Payments attributable to interest accruing after the payment date. Upon the Lessor’s receipt of such payment, the Lessee shall be entitled to whatever interest the Lessor may have in the component of the Equipment so lost, stolen, condemned, destroyed or damaged beyond repair, in its then condition and location, without warranties, expressed or implied. The termination of this Agreement in accordance with the provisions of this Section 4.1 with respect to a lost, stolen, condemned, destroyed or damaged component of the Equipment shall not affect to obligations of the Lessee under this Agreement with respect to the remaining components of the Equipment.

ARTICLE V

EVENTS OF DEFAULT AND REMEDIES

SECTION 5.1. Events of Default. The following shall be "Events of Default" under this Agreement, and the term "Event of Default" shall mean, whenever they are used in this Agreement, any one or more of the following events:

(1) Failure by the Lessee to pay when due any Base Payments required to be paid under Section 3.5 or failure by Lessee to pay when due any other Parity Obligation Payments;

(2) Failure by the Lessee to pay when due any payment due under this Agreement other than Base Payments under Section 3.5, or observe and perform any covenant, condition or agreement on its part to be observed or performed, which failure shall continue for a period of sixty (60) days after written notice is given, or in the case of any such default that is curable but cannot with due diligence be cured within such sixty (60) day period, failure of the Lessee to proceed promptly to cure the same and thereafter prosecute the curing of such default with due diligence; or

(3) (a) If any proceedings shall be instituted with the consent or acquiescence of the Lessee for the purpose of effecting a composition between the Lessee and its creditors and if the claim of such creditors is in any circumstance payable from any of the Farebox Revenues or any other moneys pledged and charged herein or with respect to any other Parity Obligation or for the purpose of adjusting the claims of such creditors, pursuant to any Federal or State statute now or hereafter enacted or any other proceeding of a governmental authority or court of competent jurisdiction; or (b) If an order or decree shall be entered (i) with the consent or acquiescence of the Lessee, appointing a receiver, emergency manager, liquidator or similar official of the System or any of the buildings and facilities thereof or any of the Farebox Revenues, or (ii) without the consent or acquiescence of the Lessee, appointing a receiver, emergency manager, liquidator or similar official of the System or any of the buildings and facilities thereof or any of the Farebox Revenues and such order or decree, having been entered, shall not be vacated or discharged or stayed on appeal within sixty (60) days after the entry thereof; or (c) If, under the provisions of any applicable bankruptcy laws or any other law for the relief or aid of debtors, (i) any court of competent jurisdiction or governmental authority shall assume custody or control of the System or any of the buildings and facilities thereof or any of the Farebox Revenues, and such custody or control shall not be terminated within ninety (90) days from the date of assumption of such custody or control; or (ii) any court of competent jurisdiction or governmental authority shall approve of any petition for the reorganization, liquidation of the System or rearrangement or readjustment of the obligations of the Lessee hereunder; or

(4) Lessee shall be dissolved or cease to exist;

(5) any pledge or security interest created by this Agreement with respect to Farebox Revenues shall not be fully enforceable; or

(6) any judgment or judgments, writ or writs, or warrant or warrants of attachment, or any similar process or processes shall be entered or filed against the Lessee, the System or Farebox Revenues, which remains unvacated, unbonded, unstayed or unsatisfied for a period of 60 days.

SECTION 5.2. Remedies Upon Default. (a) Whenever any Event of Default shall have happened and be continuing, the Lessor may, without further demand or notice, take whatever action at law or in equity may appear necessary or desirable to collect the Base Payments payable under Section 3.5 and other amounts payable by the Lessee hereunder then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the Lessee under this Agreement.

(b) Any amount received by the Lessor pursuant to the foregoing provisions of this Section 5.2 shall be applied first to costs, then to any unpaid interest component of the Base Payments payable under Section 3.5, and then to payment of any unpaid principal component of the Base Payments payable under Section 3.5, and upon payment in full of all Base Payments required pursuant to Section 3.5 due and thereafter to become due through the end of the Lease Term and payment of all other amounts payable under this Agreement, then the Lessor shall transfer, convey or assign the Lessor's right, title and interest in the Equipment to the Lessee.

SECTION 5.3. No Right or Remedy Exclusive. No remedy conferred upon or reserved to the Lessor by this Agreement is intended to be exclusive of any other available remedy or remedies, but every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Lessor to exercise any remedy reserved to it in this Article V, it shall not be necessary to give any notice, other than such notice as may be herein expressly required.

SECTION 5.4. Effect of Failure to Require Performance or Waiver of Breach. Failure by the Lessor at any time to require performance by the Lessee of any provision hereof shall in no way affect the Lessor's right hereunder to enforce the same, nor shall any waiver by the Lessor of any breach of any provision hereof be held to be a waiver of any succeeding breach of any such provision, or as a waiver of the provision itself.

ARTICLE VI

MISCELLANEOUS

SECTION 6.1. No Liability of Officers. The parties agree that no officer, member of the Board of Commissioners, employee or agent of the Lessee shall have any liability to the Lessor or the Lessee in connection with the negotiation, execution and delivery or the performance of this Agreement or with respect to any of the terms, conditions and provisions of this Agreement. In particular, no officer, member of the Board of Commissioners, employee or agent of the Lessee shall have any liability with respect to (i) the creditworthiness of the Lessee

or any obligation to perform credit analysis on behalf of the Lessor; (ii) the suitability of the Equipment or any component thereof for purposes for which the same is intended to be used by the Lessee; (iii) any representation made by either the Lessor or the Lessee in this Agreement; (iv) the satisfaction by either the Lessor or the Lessee of any requirements of law or other conditions precedent to its execution and delivery or performance under this Agreement; or (v) the exclusion of the interest components of the Base Payment from gross income for purposes of federal income taxation.

SECTION 6.2. Assignment of Agreement. (a) Without the Lessor's prior written consent, the Lessee shall not (i) assign, transfer, pledge, hypothecate or otherwise dispose of this Agreement or any interest herein; or (i) sell, sublet, lend or otherwise transfer any interest in the Equipment or permit it to be used by anyone other than the Lessee or the Lessee's employees.

(b) The Lessor may assign, transfer, pledge, hypothecate or otherwise dispose of its right, title and interest hereunder in whole but not in part without the consent of the Lessee and such assignment, transfer or conveyance shall be made only to (i) an affiliate of Lessor or (ii) banks, insurance companies or similar financial institutions or their affiliates. Nothing herein shall limit the right of Lessor or its assignees to sell or assign participation interests in this Agreement to one or more entities listed in (i) or (ii), provided that any participation, custodial or similar agreement under which multiple ownership interests in this Agreement are created shall provide the method by which the owners of such interests shall establish the rights and duties of a single entity, owner, servicer or other fiduciary or agent acting on behalf of all of the assignees (herein referred to as the "Loan Servicer") to act on their behalf with respect to the rights and interests of Lessor under this Agreement, including with respect to the exercise of rights and remedies of Lessor on behalf of such owners upon the occurrence of an event of default under this Agreement. The Lessor agrees, however, to provide the Lessee with notice of any such assignment, transfer, pledge, hypothecation or other disposition. In the event the Lessor assigns any or all of its right, title and interest in, to and under this Agreement, the provisions of this Agreement shall inure to the benefit of the assignee, and the Lessee shall endorse on any such assignment its consent thereto and its agreement to pay thereafter all amounts due hereunder which are so assigned directly to the assignee without off-set or deduction for any cause and thereafter all notices to be sent by the Lessee to the Lessor hereunder shall also be sent to the assignee.

SECTION 6.3. Reimbursement. The Lessee shall reimburse the Lessor upon demand, as additional rental, all reasonable expenses incurred by the Lessor subsequent to the date hereof which relate to the enforcement of the Lessor's rights under this Agreement, including, without limitation, drawing of papers, recording and filing fees and the fees and disbursements of counsel.

SECTION 6.4. Severability. Each provision contained in this Agreement shall for all purposes be construed to be separate and independent and the breach of any such provision by the Lessor shall not discharge or relieve the Lessee from the Lessee's obligation to observe and perform each provision of this Agreement to be observed or performed by the Lessee. If any provision of this Agreement or the application thereof, to any person or circumstances shall to any extent be invalid and unenforceable, this Agreement shall not be

affected thereby, and each provision of this Agreement shall be valid and shall be enforceable to the extent permitted by law.

SECTION 6.5. Notices. Unless otherwise provided herein, all demands, notices, approvals, consents, requests, opinions and other communications hereunder shall be in writing and shall be deemed to have been given when delivered in person, or when sent by Federal Express or a comparable express courier service, or when mailed by first class, registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to the Lessor:

Capital One Public Funding, LLC
275 Broadhollow Road, 4th Floor
Melville, New York 11747
Attention: Jonathan A. Lewis, President
Telephone: (631) 531-2824
Facsimile: (866) 722-4390
E-mail: jonathan.lewis@capitalone.com

If to the Lessee:

Niagara Frontier Transportation Authority
181 Ellicott Street
Buffalo, NY 14203
Attention: John T. Cox, Chief Financial Officer
Telephone: (716) 855-7250
Facsimile: (716) 855-6682
E-mail: john_cox@nfta.com

The Lessor and the Lessee may, by notice given hereunder, designate any further or different addresses to which subsequent demands, notices, approvals, consents, requests, opinions or other communications shall be sent or persons to whose attention the same shall be directed.

SECTION 6.6. Headings. The headings to the various sections of this Agreement have been inserted for convenient reference only and shall not modify, define, limit or expand the provisions of this Agreement.

SECTION 6.7. Governing Law. This Agreement and the right and obligations of the parties to this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York and any suits and actions arising out of this Agreement shall be instituted in any court of competent jurisdiction in the County of Erie, New York.

SECTION 6.8. Entire Agreement. This Agreement constitutes the entire agreement between the parties, and there are no warranties (in respect of the Equipment or otherwise) or restrictions, express or implied, or collateral or contemporaneous agreements that affect its meaning. This Agreement may be modified, amended or mutually rescinded only by a written instrument executed by each of the parties hereto.

SECTION 6.9. Beneficiaries of Agreement. The terms, covenants, agreements and conditions contained herein shall extend to, include, and inure to the benefit of, and be binding upon, the respective permitted successors and assignees, as the case may be, of the Lessor and the Lessee.

SECTION 6.10. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Agreement to be duly executed as of the day and year first above written.

CAPITAL ONE PUBLIC FUNDING, LLC, as
Lessor

By: Catherine DeLuca
Name: CATHERINE DELUCA
Title: VICE PRESIDENT

NIAGARA FRONTIER TRANSPORTATION
AUTHORITY, as Lessee

By: _____
Name: Kimberley A. Minkel
Title: Executive Director

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Agreement to be duly executed as of the day and year first above written.

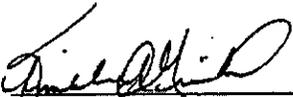
CAPITAL ONE PUBLIC FUNDING, LLC, as
Lessor

By: _____

Name:

Title:

NIAGARA FRONTIER TRANSPORTATION
AUTHORITY, as Lessee

By:  _____

Name: Kimberley A. Minkel

Title: Executive Director

EXHIBIT A

2-250HP Compressors
4-CNG Heavy Duty single hose Fast Fill Vehicle Dispensers with satellite vehicle hose
1-Tandem CNG Buffer Storage tank
1-twin tower automatic dryer
1-Pre-fabricated Control Building
1-valve control Panel
PLC Control System
Interconnecting CNG piping
Interconnecting Pneumatic piping
Interconnecting control and Power wiring

EXHIBIT B

BASE PAYMENTS

<u>Due Date</u>	<u>Principal Component</u>	<u>Interest Component</u>	<u>Total Payment Amount</u>	<u>Termination Value</u>
04/30/2015	0.00	0.00	0.00	3,989,959.76
06/01/2015	0.00	9,998.17	9,998.17	3,989,959.76
07/01/2015	0.00	9,675.65	9,675.65	3,989,959.76
08/01/2015	0.00	9,675.65	9,675.65	3,989,959.76
09/01/2015	0.00	9,675.65	9,675.65	3,989,959.76
10/01/2015	0.00	9,675.65	9,675.65	3,989,959.76
11/01/2015	0.00	9,675.65	9,675.65	3,989,959.76
12/01/2015	0.00	9,675.65	9,675.65	3,989,959.76
01/01/2016	12,870.84	9,675.65	22,546.49	3,977,088.92
02/01/2016	28,870.53	9,644.44	38,514.97	3,948,218.40
03/01/2016	28,940.54	9,574.43	38,514.97	3,919,277.85
04/01/2016	29,010.72	9,504.25	38,514.97	3,890,267.13
05/01/2016	29,081.07	9,433.90	38,514.97	3,861,186.06
06/01/2016	29,151.59	9,363.38	38,514.97	3,832,034.47
07/01/2016	29,222.29	9,292.68	38,514.97	3,802,812.18
08/01/2016	29,293.15	9,221.82	38,514.97	3,773,519.03
09/01/2016	29,364.19	9,150.78	38,514.97	3,744,154.84
10/01/2016	29,435.39	9,079.58	38,514.97	3,714,719.45
11/01/2016	29,506.78	9,008.19	38,514.97	3,685,212.67
12/01/2016	29,578.33	8,936.64	38,514.97	3,655,634.35
01/01/2017	29,650.06	8,864.91	38,514.97	3,625,984.29
02/01/2017	29,721.96	8,793.01	38,514.97	3,596,262.33
03/01/2017	29,794.03	8,720.94	38,514.97	3,566,468.30
04/01/2017	29,866.28	8,648.69	38,514.97	3,536,602.01
05/01/2017	29,938.71	8,576.26	38,514.97	3,506,663.30
06/01/2017	30,011.31	8,503.66	38,514.97	3,476,651.99
07/01/2017	30,084.09	8,430.88	38,514.97	3,446,567.90
08/01/2017	30,157.04	8,357.93	38,514.97	3,416,410.86
09/01/2017	30,230.17	8,284.80	38,514.97	3,386,180.69
10/01/2017	30,303.48	8,211.49	38,514.97	3,355,877.20
11/01/2017	30,376.97	8,138.00	38,514.97	3,325,500.24
12/01/2017	30,450.63	8,064.34	38,514.97	3,295,049.60
01/01/2018	30,524.47	7,990.50	38,514.97	3,264,525.13
02/01/2018	30,598.50	7,916.47	38,514.97	3,233,926.63
03/01/2018	30,672.70	7,842.27	38,514.97	3,203,253.93
04/01/2018	30,747.08	7,767.89	38,514.97	3,172,506.86
05/01/2018	30,821.64	7,693.33	38,514.97	3,141,685.21
06/01/2018	30,896.38	7,618.59	38,514.97	3,110,788.83
07/01/2018	30,971.31	7,543.66	38,514.97	3,079,817.52

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2444883.5 039337 AGMT

<u>Due Date</u>	<u>Principal Component</u>	<u>Interest Component</u>	<u>Total Payment Amount</u>	<u>Termination Value</u>
08/01/2018	31,046.41	7,468.56	38,514.97	3,048,771.11
09/01/2018	31,121.70	7,393.27	38,514.97	3,017,649.41
10/01/2018	31,197.17	7,317.80	38,514.97	2,986,452.24
11/01/2018	31,272.82	7,242.15	38,514.97	2,955,179.42
12/01/2018	31,348.66	7,166.31	38,514.97	2,923,830.76
01/01/2019	31,424.68	7,090.29	38,514.97	2,892,406.08
02/01/2019	31,500.89	7,014.08	38,514.97	2,860,905.19
03/01/2019	31,577.27	6,937.70	38,514.97	2,829,327.92
04/01/2019	31,653.85	6,861.12	38,514.97	2,797,674.07
05/01/2019	31,730.61	6,784.36	38,514.97	2,765,943.46
06/01/2019	31,807.56	6,707.41	38,514.97	2,734,135.90
07/01/2019	31,884.69	6,630.28	38,514.97	2,702,251.21
08/01/2019	31,962.01	6,552.96	38,514.97	2,670,289.20
09/01/2019	32,039.52	6,475.45	38,514.97	2,638,249.68
10/01/2019	32,117.21	6,397.76	38,514.97	2,606,132.47
11/01/2019	32,195.10	6,319.87	38,514.97	2,573,937.37
12/01/2019	32,273.17	6,241.80	38,514.97	2,541,664.19
01/01/2020	32,351.43	6,163.54	38,514.97	2,509,312.76
02/01/2020	32,429.89	6,085.08	38,514.97	2,476,882.87
03/01/2020	32,508.53	6,006.44	38,514.97	2,444,374.34
04/01/2020	32,587.36	5,927.61	38,514.97	2,411,786.98
05/01/2020	32,666.39	5,848.58	38,514.97	2,379,120.60
06/01/2020	32,745.60	5,769.37	38,514.97	2,346,374.99
07/01/2020	32,825.01	5,689.96	38,514.97	2,313,549.98
08/01/2020	32,904.61	5,610.36	38,514.97	2,280,645.37
09/01/2020	32,984.40	5,530.57	38,514.97	2,247,660.97
10/01/2020	33,064.39	5,450.58	38,514.97	2,214,596.57
11/01/2020	33,144.57	5,370.40	38,514.97	2,181,452.00
12/01/2020	33,224.95	5,290.02	38,514.97	2,148,227.05
01/01/2021	33,305.52	5,209.45	38,514.97	2,114,921.53
02/01/2021	33,386.29	5,128.68	38,514.97	2,081,535.25
03/01/2021	33,467.25	5,047.72	38,514.97	2,048,068.00
04/01/2021	33,548.41	4,966.56	38,514.97	2,014,519.60
05/01/2021	33,629.76	4,885.21	38,514.97	1,980,889.84
06/01/2021	33,711.31	4,803.66	38,514.97	1,947,178.52
07/01/2021	33,793.06	4,721.91	38,514.97	1,913,385.46
08/01/2021	33,875.01	4,639.96	38,514.97	1,879,510.45
09/01/2021	33,957.16	4,557.81	38,514.97	1,845,553.29
10/01/2021	34,039.50	4,475.47	38,514.97	1,811,513.79
11/01/2021	34,122.05	4,392.92	38,514.97	1,777,391.74
12/01/2021	34,204.80	4,310.17	38,514.97	1,743,186.95
01/01/2022	34,287.74	4,227.23	38,514.97	1,708,899.20
02/01/2022	34,370.89	4,144.08	38,514.97	1,674,528.32

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<u>Due Date</u>	<u>Principal Component</u>	<u>Interest Component</u>	<u>Total Payment Amount</u>	<u>Termination Value</u>
03/01/2022	34,454.24	4,060.73	38,514.97	1,640,074.08
04/01/2022	34,537.79	3,977.18	38,514.97	1,605,536.29
05/01/2022	34,621.54	3,893.43	38,514.97	1,570,914.74
06/01/2022	34,705.50	3,809.47	38,514.97	1,536,209.24
07/01/2022	34,789.66	3,725.31	38,514.97	1,501,419.58
08/01/2022	34,874.03	3,640.94	38,514.97	1,466,545.55
09/01/2022	34,958.60	3,556.37	38,514.97	1,431,586.95
10/01/2022	35,043.37	3,471.60	38,514.97	1,396,543.58
11/01/2022	35,128.35	3,386.62	38,514.97	1,361,415.23
12/01/2022	35,213.54	3,301.43	38,514.97	1,326,201.69
01/01/2023	35,298.93	3,216.04	38,514.97	1,290,902.76
02/01/2023	35,384.53	3,130.44	38,514.97	1,255,518.23
03/01/2023	35,470.34	3,044.63	38,514.97	1,220,047.89
04/01/2023	35,556.35	2,958.62	38,514.97	1,184,491.54
05/01/2023	35,642.58	2,872.39	38,514.97	1,148,848.96
06/01/2023	35,729.01	2,785.96	38,514.97	1,113,119.95
07/01/2023	35,815.65	2,699.32	38,514.97	1,077,304.29
08/01/2023	35,902.51	2,612.46	38,514.97	1,041,401.79
09/01/2023	35,989.57	2,525.40	38,514.97	1,005,412.22
10/01/2023	36,076.85	2,438.12	38,514.97	969,335.37
11/01/2023	36,164.33	2,350.64	38,514.97	933,171.04
12/01/2023	36,252.03	2,262.94	38,514.97	896,919.01
01/01/2024	36,339.94	2,175.03	38,514.97	860,579.07
02/01/2024	36,428.07	2,086.90	38,514.97	824,151.00
03/01/2024	36,516.40	1,998.57	38,514.97	787,634.60
04/01/2024	36,604.96	1,910.01	38,514.97	751,029.64
05/01/2024	36,693.72	1,821.25	38,514.97	714,335.92
06/01/2024	36,782.71	1,732.26	38,514.97	677,553.21
07/01/2024	36,871.90	1,643.07	38,514.97	640,681.31
08/01/2024	36,961.32	1,553.65	38,514.97	603,719.99
09/01/2024	37,050.95	1,464.02	38,514.97	566,669.04
10/01/2024	37,140.80	1,374.17	38,514.97	529,528.25
11/01/2024	37,230.86	1,284.11	38,514.97	492,297.38
12/01/2024	37,321.15	1,193.82	38,514.97	454,976.23
01/01/2025	37,411.65	1,103.32	38,514.97	417,564.58
02/01/2025	37,502.38	1,012.59	38,514.97	380,062.20
03/01/2025	37,593.32	921.65	38,514.97	342,468.88
04/01/2025	37,684.48	830.49	38,514.97	304,784.40
05/01/2025	37,775.87	739.10	38,514.97	267,008.53
06/01/2025	37,867.47	647.50	38,514.97	229,141.06
07/01/2025	37,959.30	555.67	38,514.97	191,181.76
08/01/2025	38,051.35	463.62	38,514.97	153,130.40
09/01/2025	38,143.63	371.34	38,514.97	114,986.77

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<u>Due Date</u>	<u>Principal Component</u>	<u>Interest Component</u>	<u>Total Payment Amount</u>	<u>Termination Value</u>
10/01/2025	38,236.13	278.84	38,514.97	76,750.65
11/01/2025	38,328.85	186.12	38,514.97	38,421.80
12/01/2025	<u>38,421.80</u>	<u>93.17</u>	<u>38,514.97</u>	0.00
	3,989,959.76	683,920.25	4,673,880.01	

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CORPORATE:

2. C. (3) **Approval of Collective Bargaining Agreement, Buffalo Niagara Airport Firefighters Association, NFTA**

RECOMMENDATION: Staff recommends that the Board authorize a five (5) year Collective Bargaining Agreement between the Niagara Frontier Transportation Authority and the Buffalo Niagara Airport Firefighters Association for the period April 1, 2013 through March 31, 2018.

INFORMATION: The Buffalo Niagara Airport Firefighters Association represents approximately 35 officers. Under the proposed agreement, members of this bargaining unit will receive the following wages:

Fiscal Year	Wage Increase	Total Wage Expense	Increase from Prior Year
2013-2014	0%	\$1,527,684	\$0
2014-2015	2% (Retro)	\$1,590,617	\$62,933
2015-2016	2.25%	\$1,662,958	\$72,341
2016-2017	2.25%	\$1,735,814	\$72,856
2017-2018	2.25%	\$1,785,766	\$49,952

Effective May 1, 2015 Aircraft Rescue Firefighters Officers (ARFO) employees who presently contribute 20% will continue to contribute 20% of the monthly premium cost for either single or family coverage in the new High Deductible Health Plan (HDHP) or a replacement plan selected by the Company. The remaining seven ARFO employees who presently pay 10% contribution with a cap will now pay 10% of the monthly premium cost without a cap for coverage. The annual payment for waiver of medical insurance will be increased for single coverage from \$1,000 to \$3,000 and for family from \$2,000 to \$5,000. The cost of this agreement is approximately \$202,753 for a five year contract or \$40,550 per annum.

FUNDING: Funding is included in the Authority's FYE '16 budget and the Five-Year Plan.

“RESOLVED, that the Board hereby approves a Collective Bargaining Agreement between the Niagara Frontier Transportation Authority and Buffalo Niagara Airport Firefighters Association for the period commencing April 1, 2013 through March 31, 2018; 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 the Buffalo Niagara Airport Firefighters Association covering the period April 1, 2013 through March 31, 2018, upon terms and conditions set forth hereinabove and as negotiated; and

CORPORATE 2. C. (3)

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 he is hereby authorized to make payments upon terms of said Agreement, upon certification of the Director, Human Resources, that such payments are in order.”

CORPORATE:

2. C. (4) **Authorization for Procurement and Agreement, Time Warner Cable, Redundant Internet Access**

RECOMMENDATION: Staff recommends that the Board authorize the purchase of a 100MBPS redundant Internet circuit as part of our business continuity plan to support our business and vendors in the event of an outage. The NFTA would enter into a (3) three year Internet Service Agreement with Time Warner Cable for the total amount of \$54,500.00. The service will commence 60 days after receiving Board approval and continue until the anniversary of the installation month in 2018.

INFORMATION: Time Warner Cable will provide a 100MBPS redundant internet circuit under NYS Contract No. PS63596 at a monthly fee of \$1,513.88. As part of our business continuity plan the NFTA must provide Internet access to our external customers in support of their business applications and to our employees in support of our business. The new circuit would be installed at BNIA. In the event of an outage the current circuit would fail-over to the redundant circuit.

FUNDING: Funding is provided for in the operating budgets.

“RESOLVED, that the Board hereby authorizes the procurement of a 100MBPS redundant Internet circuit to support NFTA business and vendors in the event of an outage from Time Warner Cable; and

BE IT FURTHER RESOLVED, that the Executive Director, her designee and/or the Chairman be and hereby are authorized to execute an Agreement in the amount of \$54,500.00 with Time Warner Cable, for the procurement and service of a redundant Internet circuit described herein above; 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 he is hereby authorized to make payments under said Agreement, upon certification by the Chief Information Officer, that such payments are in order.”

CORPORATE:

2. C. (5) **Authorization for Procurement, Road Salt, NFTA and Metro**

RECOMMENDATION: Staff recommends that the Board grant approval to participate in the NYS OGS Procurement Services Group Road Salt Bid for the procurement of approximately 4,155 tons of bulk road salt for the winter season of 2015/2016.

INFORMATION: NYS OGS requires a commitment to participate before the bid for road salt is issued. Staff considers the NYS OGS Group Bid to be most advantageous to the Authority based upon historical price data.

FUNDING: Funding is included in the operating budgets of NFTA and Metro.

“**RESOLVED**, that the Board hereby authorizes participation in the NYS OGS Procurement Services Group Road Salt Bid for the procurement of approximately 4,155 tons of bulk road salt as described hereinabove; and

BE IT FURTHER RESOLVED, that the Procurement Manager is authorized to issue Purchase Orders for the procurement of approximately 4,155 tons of bulk road salt to the successful bidder on the NYS OGS Procurement Services Group Salt Bid for the 2015/2016 winter season; and

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

BE IT FURTHER RESOLVED, that the Chief Financial Officer be and he is hereby authorized to make payments under said Purchase Orders, upon certification by the respective facilities managers, or their designees, that such payments are in order.”

CORPORATE:

2. C. (6) **Authorization for Agreement, Millersport Small Animal Hospital, LLC, Veterinary Services, TAPD**

RECOMMENDATION: Staff recommends the Board approve Millersport Small Animal Hospital, LLC for K-9 Military Working Dog Veterinary Services at all NFTA locations.

INFORMATION: The NFTA Police Department currently has seven explosive detection canines and one drug detection canine serving the department. The canines require routine veterinary care and occasional emergency treatment. RFP No. 4477 was issued in accordance with the NFTA Procurement Guidelines. Three responsive bids were received. The bids were evaluated based on qualifications and experience, compliance with technical specifications and cost. The review team comprised of Cindy Judd, Assistant Procurement Manager, Captain Chris Chiodo, NFTA Transit Police Department K-9 coordinator, and George W. Gast, Chief of Police. The review team determined the Millersport Small Animal Hospital complied with all requirements of the RFP. The costs were determined to be fair and reasonable based on past purchases. Specific items/services to be provided by Millersport Small Animal Hospital are common and routine veterinary services for all NFTA Transit Police Department K-9 working dogs.

The term of the contract will be for three years with the option to renew for two additional one-year terms, to be exercised at the discretion of the NFTA. The total estimated cost for year one is \$9,444.00, year two is \$9,444.00, and year three is \$9,484.00. Option year four is estimated at \$9,484.00 and year five is \$9,492.00. The estimated total cost for all five years is \$47,348.00.

FUNDING: Funding is provided through DHS Grant HSTS0215HNCP496 (Surface Transportation K-9 program).

“RESOLVED, that the Board hereby authorizes an Agreement with Millersport Small Animal Hospital, LLC, for K-9 Military Working Dog veterinary services at all NFTA locations as described hereinabove; and

BE IT FURTHER RESOLVED, that the Executive Director, her designee and/or the Chairman, be and are hereby authorized to execute an Agreement with Millersport Small Animal Hospital, LLC, for K-9 Military Working Dog veterinary services at all NFTA locations as described hereinabove; 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 he is hereby authorized to make payments under said Agreement upon certification by the Chief Financial Officer, that such payments are in order.”

RFP NO. 4477
K-9 MILITARY WORKING DOG VETERINARY SERVICES

RFP DOCUMENTS REQUIRED (Completed by Procurement)	ALL CREATURES ANIMAL HOSPITAL E.Amherst, NY	GRANDVIEW ANIMAL CARE CENTER Cheektowaga, NY	MILLERSPORT SMALL ANIMAL CLINIC, PLLC Getzville, NY
Cover Letter	X	X	X
Description of services	X	X	X
Firm, Mgmt & Staff Qualifications	X	X	X
References	X	X	X
Itemized Cost Proposal	X	X	X
Disclosure of Prior Non-Rep Determinations	X	X	X
Bidder's/Proposer's Affirmation & Certification	X	X	X
Non-Collusive Certification	X	X	X
Contact Information	X	X	X
Acknowledgment of Addenda	X	X	X
MWBE Forms	X	X	X
Copy of New York State Veterinary Licenses	X	X	X
List of Training, Credentials and Certifications	X	X	X
Description of Services/Policies	X	X	X
SELECTION CRITERIA (Completed by Team)			
Qualifications & Experience - Demonstrated Ability in the Industry, Resumes, References, Past Performance, Depth of Knowledge in Critical Areas 40%	8.00	6.00	10.00
Compliance with Technical Specifications 30%	9.00	7.00	8.00
Cost 30%	7.61	5.30	10.00
TOTAL	8.18	6.09	9.40
ESTIMATED COSTS	\$62,251.44	\$69,368.00	\$47,348.00
TOTAL			

Rate on a score of 1 - 10 with 10 being the highest

CORPORATE:

2 C (7) **Authorization for Lease Agreement, Gray Manufacturing Industries, LLC, Port Terminal B**

RECOMMENDATION: Staff recommends that the Board authorize a Lease Agreement with Gray Manufacturing Industries, LLC (GMI), (Dave Gray, President) for the lease of warehouse space at Port Terminal B.

INFORMATION: GMI has been leasing cold storage space at the Port since September 2012. This agreement will allow them to continue leasing all of Terminal B (95,000 sq. ft.) to store railcars. The lease would be for no more than three months, commencing June 1, 2015 and ending August 31, 2015. The rent would be at a rate of \$2.50 per square foot per year or \$19,791.66 per month.

GMI's negotiations to rebuild the rail cars for a third party have not been successfully concluded and they are now going to be scrapped. Therefore under this agreement GMI will also have the right to use approximately 40,000 square feet of the parking lot outside of Terminal B while dismantling and transporting the cars off the premises. GMI will pay an additional \$2,000 per month for the use of the parking lot and an additional \$1,600 per month to reimburse the NFTA for the cost of staff's time to monitor the dismantling of the cars.

If GMI has vacated the space entirely prior to July 15, the rent will be pro-rated for July and cancelled for August. If GMI has vacated the space entirely prior to August 15, the rent will be prorated for August.

FUNDING: No funding is necessary.

“RESOLVED, that the Board hereby authorizes a Lease Agreement with Gray Manufacturing Industries, LLC for space at Port Terminal B 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 the Gray Manufacturing Industries, LLC 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.”

- 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. (2)
1. Authorization for Agreement, Saia Communications, Inc., Lease and Maintenance of Radio Equipment, BNIA
2. Authorization for Agreement, Yarussi Construction, Inc., Airside Pavement Maintenance, NFIA

AVIATION:

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

The Executive Director advised that Items 3. D. (1) through 3. D. (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 Demakos, seconded by Commissioner Durand, 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. (2) and dated May 28, 2015, 2015 as set forth herein, be and hereby are accepted and approved in their entirety.”

AYES: ZEMSKY, SLOMA, DEMAKOS, GURNEY, ANSARI, BAYNES, DURAND, HUGHES

NOES: NONE

ADOPTED

AVIATION:

3. D. (1) **Authorization for Agreement, Saia Communications, Inc., Lease and Maintenance of Radio Equipment, BNIA**

RECOMMENDATION: Staff recommends that the Board authorize an Agreement with Saia Communications, Inc. for the lease and maintenance of radio equipment to be used by the BNIA Aircraft Rescue and Fire Fighting Department (ARFF) for a total cost of \$122,660.40 over a 5-year term.

INFORMATION: The BNIA Aircraft Rescue and Fire Fighting Department (ARFF) provides response for aviation and structural emergencies on all BNIA airport properties, rescue and medical calls, hazardous material incidents, and mutual aid when needed. The current radio system is obsolete and replacement parts are no longer available.

In accordance with NFTA Procurement guidelines, staff issued Request for Proposal 4472 for the lease and maintenance of radio equipment including 20 portable radios and chargers, 8 mobile radios carried within response vehicles, and 1 base station for dispatch. The RFP requires inclusion of all “normal wear and tear” maintenance, monthly system connectivity and access, smartphone compatibility, GPS services, crossband links with inter-agency frequency operability, and installation services including UHF antennas and cables. The new radio system will improve the safety of the firefighters and our patrons by providing reliable communications during emergencies.

Saia Communications, Inc. was the only respondent to the RFP. Saia Communications, Inc. has a current certification status as a WBE (Woman-Owned Business Enterprise) in both Erie County and New York State. The NFTA Evaluation team consisting of BNIA ARFF Department management, NFTA Procurement staff, and NFTA Engineering staff evaluated the response and determined that it satisfactorily met our requirements at a fair and reasonable cost. The total cost of the radio equipment lease and maintenance is \$122,660.40 over a 5 year term or \$2,044.34 per month. At the end of the lease term, the NFTA may purchase the equipment for the nominal fee of \$1.00.

FUNDING: Funding is included in the BNIA operating budget.

“RESOLVED, that the Board authorizes an Agreement with Saia Communications, Inc. for the lease and maintenance of radio equipment at the BNIA Aircraft Rescue and Fire Fighting Department 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 Saia Communications, Inc. 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 he is hereby authorized to make payments upon the terms of the Agreement upon certification by the Director, Aviation, that such payments are in order.”

AVIATION:

3. D. (2) Authorization for Agreement, Yarussi Construction, Inc., Airside Pavement Maintenance, NFIA

RECOMMENDATION: Staff recommends that the Board authorize an Agreement with Yarussi Construction, Inc. for the Airside Pavement Maintenance at the Niagara Falls International Airport for a total cost of \$191,995.00.

INFORMATION: Foreign Object Debris (FOD) poses a safety hazard to aircraft. This project reduces existing hazards to aircraft by removing a source of FOD. The work replaces Taxiway Charley concrete pavement segments beginning west of Taxiway Juliet, and continuing 400 feet westward towards Taxiway Kilo.

Work will be performed on Taxiway Charlie during a continuous closure duration of 45 days.

The project was publicly advertised in accordance with NFTA Procurement Guidelines. Four sets of contract documents were distributed to potential prime bidders with three bids received as follows:

Company	Total Bid Amount
Yarussi Construction, Inc. Niagara Falls, NY Nicholas Yarussi, President	\$191,995.00
Thomann Asphalt Corp. Lancaster, NY John D. Thomann, President	\$217,070.00
Mark Cerrone, Inc. Niagara Falls, NY George Churakos, Vice President	\$289,300.00

A detailed bid evaluation was performed. The analysis concluded that Yarussi Construction, 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.

FUNDING: Funding is provided in the NFIA Operating Account.

“RESOLVED, that the Board hereby authorizes an Agreement with Yarussi Construction, Inc. for the airside pavement maintenance at the Niagara Falls International Airport at a cost of \$191,995.00 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 Yarussi Construction, Inc. for the total amount of \$191,995.00; 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 he is hereby authorized to make payments under said Agreement upon certification by the Director, Engineering, that such payments are in order.”

- 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, City of Niagara Falls, Seasonal Metro Trolley Service, Metro
2. Authorization for Procurement, Vacuum Sales, Inc., Rail Tunnel Washing Truck, Metro
3. Authorization for College/University Pass Agreement, Buffalo State College
4. Authorization for College/University Pass Agreement, Bryant & Stratton College

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 Baynes, seconded by Commissioner Gurney, 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 May 28, 2015 as set forth herein, be and hereby are accepted and approved in their entirety.”

AYES: ZEMSKY, SLOMA, DEMAKOS, GURNEY, ANSARI, BAYNES, DURAND*, HUGHES

ABSTENTION: DURAND [*Item 4. D. 3 and Item 4. D. 4 only]

NOES: NONE

ADOPTED

SURFACE 4. D. (i) • PAGE -i-

SURFACE:

4. D. (1) **Authorization for Agreement, City of Niagara Falls, Seasonal Metro Trolley Service, Metro**

RECOMMENDATION: Staff recommends that the Board authorize an Agreement with the City of Niagara Falls for seasonal trolley service in Niagara Falls.

INFORMATION: For the past several years Metro, under agreement with the City of Niagara Falls, has provided additional tourism based seasonal fixed route, open door trolley service from the Niagara Falls International Airport to downtown Niagara Falls using replica trolley vehicles whenever possible. The service provides direct trolley access to hotels and attractions within the Niagara Falls area. There were approximately 36,570 passenger boardings in 2014. Funding is provided by the City of Niagara Falls through receipts from a hotel bed tax.

Metro will provide a modified level of service compared to last year. The City will pay Metro equal payments in the sum of \$90,166.67 over six consecutive months for the operation of this service for a total payment of \$541,000.

The term of the agreement shall commence on May 15, 2015 and terminate on December 31, 2015 for full access to the Metro System for those whose trip is initiated and validated in the Niagara Falls area during this period. Specific trolley service for Route 55T will run May 15, 2015 through October 31, 2015 but may be terminated by Metro on thirty days notice if the City fails to make a payment when due. The dates of trolley service are as follows:

- o May 15 – 31 Weekends only (Fri – Sun). This includes service on Monday, May 25 (Memorial Day)
- o June 1 – October 1 Daily
- o October 2 – 31 Weekends only (Fri – Sun)

Metro will provide Niagara Falls hotels with passes for their customers to be used as proof of fare. The pass will entitle customers to unlimited access on the trolley service, as well as on Metro's bus and rail service on the day and month for which they are validated by the Metro operator upon boarding. For audit purposes, if a customer is provided with a pass or passes, the hotel shall cause a statement to be placed on that customer's bill noting the date and number of passes provided.

FUNDING: No funding is required.

“RESOLVED, that the Board hereby authorizes an Agreement with the City of Niagara Falls for Metro to provide seasonal trolley service from the Niagara Falls International Airport to Downtown Niagara Falls 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 the City of Niagara Falls, as described above; and

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

SURFACE:

4. D. (2) **Authorization for Procurement, Vacuum Sales, Inc., Rail Tunnel Washing Truck, Metro**

RECOMMENDATION: Staff recommends that the Board authorize the procurement of a new Rail Tunnel Washing Truck from Vacuum Sales, Inc. for a cost of \$328,000.00.

INFORMATION: An RFP was sent out and only one (1) proposal was received for consideration. The Proposal Evaluation Committee reviewed the proposal and determined that it is responsive to the RFP and the cost is representative of the vehicle proposed and is reasonable. The procurement of this truck is necessary because the old truck has exceeded its useful life expectancy and is no longer in service. The new truck will help with the upkeep and maintenance in the tunnel to rinse the tunnel, track and fasteners to assist in maintaining the state of good repair of these safety sensitive systems. The truck will also be used on the Metro Rail Right of Way and Metro's Park and Ride lots for general cleaning.

FUNDING: Funding in the amount of \$292,000.00 is shared as 80% FTA, 10% NYS and 10% NFTA. The remaining differential cost of \$36,000.00 will be funded 100% by the NFTA through a budget modification of the existing "Support Vehicle Replacement" account in the FY 2015/2016 Budget.

"RESOLVED, that the Board hereby authorizes the procurement of a new rail tunnel washing truck from Vacuum Sales, Inc. at a cost of \$328,000.00, as described above; and

BE IT FURTHER RESOLVED, that the Manager, Procurement, be and she is hereby authorized to issue a Purchase Order to Vacuum Sales, Inc. for the procurement of a new rail tunnel washing truck 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 he is hereby authorized to make payments under said Purchase Order upon certification by the Director, Public Transit, that such payments are in order."

SURFACE:

4. D. (3) **Authorization for College/University Pass Agreement, Buffalo State College**

RECOMMENDATION: Staff recommends that the Board authorize a new three-year College University Pass Agreement with Buffalo State College for school years 2015-2016 through 2017-2018.

INFORMATION: The Board previously approved a three-year College/University Transit Pass Agreement with Buffalo State College (BSC) that entitled all registered undergraduate students unlimited access to regular Metro fixed route service through the end of school year 2014-2015. This agreement also included the operation of one campus circulator and some college pass printing supplies.

Staff has negotiated a new three-year College/University Transit Pass Agreement with the college to include both access to fixed route service and one campus circulator that will provide service around the campus and to local shopping areas. The discounted fee structure for access to Metro's fixed route service has been negotiated at an average rate of \$48 per semester for the life of the contract. BSC has elected to apply the three year average cost evenly throughout the contract year (Years 1-3 at \$48/semester). The existing three year agreement that expires at the end of school year 2014-2015 had an average fee of \$41.

Metro's Route 206 circulator service will be maintained and the cost of this service for year 1 is \$70,488.00.

The circulator service would be negotiated on an annual basis to allow for service adjustments and related cost differentials. The revenue generated by this Agreement is estimated to be \$864,000 in the first year.

FUNDING: No funding is required.

“RESOLVED, that the Board hereby authorizes an Agreement with Buffalo State College for a three-year College/University Transit Pass Program that allows students access to fixed route service for the school calendar years of 2015 -2018 as described hereinabove; and

BE IT FURTHER RESOLVED, that as part of the abovementioned Agreement the Board hereby authorizes operation of one campus circulator with costs and service to be negotiated on an annual basis for the school calendar years of 2015-2018 as described hereinabove; and

BE IT FURTHER RESOLVED, that the Executive Director, her designee and/or the Chairman, be and herby are authorized to execute the Agreement with Buffalo State College for the school calendar years of 2015-2018 with terms and conditions as set forth above and negotiated; and

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

SURFACE:

4. D. (4) **Authorization for College/University Pass Agreement, Bryant & Stratton College**

RECOMMENDATIONS: Staff recommends that the Board authorize a new three-year College University Transit Pass Agreement with Bryant & Stratton College located on Main Street in Buffalo for school years 2015-2016 through 2017-2018.

INFORMATION: The Board previously approved College/University Transit Pass Agreements with Bryant & Stratton College that entitled all registered undergraduate students at the City campus unlimited access to regular Metro fixed route service through the end of school year 2014-2015, and also included a limited number of additional passes to be used at the Southtowns and Amherst campus locations.

Staff has negotiated a new three-year College/University Transit Pass Agreement with the College to again include unlimited access to Metro's fixed route service for all registered undergraduate students at the City campus with a limited number of additional passes to be used at the Southtowns and Amherst campus locations. The discounted fee structure for access to Metro's fixed route service has been negotiated at an average rate of \$48 per semester for the life of the contract. Bryant & Stratton College has elected to apply the three year average cost evenly throughout the contract years (years 1-3 at \$48/semester). The existing three year agreement that expires at the end of school year 2014-2015 had an average fee of \$41. The revenue generated by this agreement in Year 1 is estimated to be \$100,500.00. All other terms and conditions of the new Agreement remain the same.

FUNDING: No funding is required.

"RESOLVED, that the Board hereby authorizes an Agreement with Bryant & Stratton College for a three-year College/University Transit Pass Program that allows students access to fixed route service for the school calendar years of 2015-2018 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 Agreement with Bryant & Stratton College for a three-year period, with terms and conditions as set forth above and 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."

6. General Counsel Report - None

7. Executive Session

At approximately 12:55 p.m., it was moved by Commissioner Sloma, seconded by Commissioner Demakos, that the Commissioners convene in Executive Session to discuss matters regarding the Board Evaluation.

Following discussion, at approximately 1:33 p.m., it was moved by Commissioner Sloma, seconded by Commissioner Durand, that the Executive Session be adjourned and that the Board resume the Regular Session.

**AYES: ZEMSKY, SLOMA, DEMAKOS, GURNEY, ANSARI,
BAYNES, DURAND, HUGHES**

NOES: NONE

8. Adjournment

At approximately 1:35 p.m., the Chairman indicated that there was no further business coming before the Board, whereupon it was moved by Commissioner Gurney, seconded by Commissioner Demakos, 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,
BAYNES, DURAND**

NOES: NONE