



Niagara Frontier Transportation Authority

January 28, 2019

Mr. Robert Graber  
Clerk  
Erie County Legislature  
92 Franklin Street  
Buffalo, New York 14202

**Re: NFTA Board Minutes**

Dear Mr. Graber:

Enclosed for your information and files please find a copy of the approved Minutes and Attendance from the Niagara Frontier Transportation Authority's Regular Board Meeting held on December 20, 2018.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Lisa Flynn", is written over the typed name.

Lisa Flynn  
Assistant to David J. State  
General Counsel

Enclosure

**NIAGARA FRONTIER TRANSPORTATION AUTHORITY  
 NIAGARA FRONTIER TRANSIT METRO SYSTEM, INC.  
 REGULAR BOARD MEETING  
 DECEMBER 20, 2018 12:30 PM  
 MINUTES**

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<b>1. REGULAR BOARD MEETING - DECEMBER 20, 2018 - AGENDA</b>	
A. CALL TO ORDER	3
B. PRESENTATION OF AUDITORS (Lumsden McCormick and Bonadio Group)	
C. APPROVAL OF MINUTES (November 19, 2018)	
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<b>2. NFTA CORPORATE REPORT</b>	<b>5</b>
A. Audit, Governance and Finance Committee Report (Sister Denise Roche)	
B. Consolidated Financials (John Cox)	
C. Corporate Resolutions (Kim Minkel)	
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A. Aviation Committee Report (Adam Perry)	
B. Financial and Business Update (Bill Vanecek)	
C. Aviation Resolutions (Kim Minkel)	
1) Adoption of the Seventh Supplemental Resolution Authorizing and Providing for the Issuance of Airport Revenue Bonds, Series 2019A and Series 2019B of the Niagara Frontier Transportation Authority	33
2) Authorization for Agreement, Taxicab Services, BNIA	60
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A. Surface Transportation Committee Report (Bonita Durand)	
B. Financial and Business Update (Tom George)	
C. Surface Transportation Resolutions (Kim Minkel)	
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2) Authorization for Supplemental Agreement No. 03, Design Support and Construction	76

Monitoring Services, Fare Collection System Upgrade, Metro

3) Authorization for Procurement, Railcar Door Operators and Door Operator Replacement Parts, Metro	78
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**5. GENERAL COUNSEL REPORT (David State)**

**6. EXECUTIVE SESSION**

7. ADJOURNMENT	80
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1. CALL TO ORDER

A. Meeting Called to Order

The Chair called the meeting to order at approximately 12:34 p.m.

B. Independent Auditing Services Presentation: The Bonadio Group and Lumsden McCormick were invited to the Board Meeting for a short presentation of their respective proposals.

C. Approval of Attendance and Minutes of the NFTA Regular Board Meeting held on November 19, 2018

It was moved by Commissioner Baynes, seconded by Commissioner Demakos, that the Attendance and Minutes of the November 19, 2018 Regular Meeting of the Niagara Frontier Transportation Authority and Niagara Frontier Transit Metro System, Inc., be accepted and approved.

AYES: ROCHE, DEMAKOS, DURAND, AUL, BAYNES, HUGHES,  
WILCOX

NOES: NONE

ADOPTED

C. Executive Director Report

Executive Director Kimberley Minkel acknowledged Transit Authority Police Officer Robert Gould and his K-9 partner Sabre who were honored at the ASIS Annual Law Enforcement Appreciation Luncheon. Officer Louis Loubert was selected as an Officer of the Year for the Regional Traffic Alliance.

She presented her annual “Year in Review” which included: Metro, we advanced our rail car rebuilt and all revenue cars in service have been rebuilt. The last five cars are in various stages of being rebuilt. We refined the alignment of the rail expansion project providing better utility and savings of over \$200 million in projected project costs. The RFP for development of the DL&W terminal was issued this week. Service was expanded in Lackawanna. For the first time in 28 years we have a new contract with the Buffalo Public Schools for transportation services. Our workforce Wednesday has been a success. NFTA hired and trained over 112 new operators this year all while undergoing a Triennial review from FTA and an audit by OSC in which there were no significant findings.

Three Collective Bargaining Agreements were settled marking this as the second year in a row that all 13 labor contracts are current and only the third time in NFTA history.

The first Strategic Diversity & Inclusion plan was completed and achieved 112% of the state’s MWBE goal.

In Aviation, we soared to new heights with the introduction of new service to Denver, Raleigh, Austin, Dallas/Ft. Worth, Jacksonville, Miami and Montego Bay, Jamaica. Started service to Albany and lost service to Albany. Enplanements were up 8% and 5 million passengers passed through our BNIA terminal this year. To accommodate this growth and success we are expanding the terminal and baggage claim area at BNIA.

NFTA hosted the first “Run on the Runway” to benefit Friends of Family Support Association 914<sup>th</sup> Tactical Airlift Wing. The NFTA supported Breast Cancer and early detection with Roswell Park, the needs of the homeless with the Matt Urban Hope Center, and in conjunction with Buffalo Public Schools the support of the Food Bank of WNY.

Transit Authority Police Officers are outstanding and in demand resulting in two K-9 teams being sent to the Super Bowl.

The NFTA is on track for having the best safety record to date.

All that has been accomplished this year is due to the support of this Board and the incredible work of our 1,600 employees who always go above and beyond to provide safe, efficient and professional transportation services. Their work does enhance the quality of life in our region. With this focus, it’s no wonder that JD Power ranked our airport number one in all North America! The Executive Director stated she is so proud to be a part of this organization and all that has been accomplished this year.

The Executive Director thanked the Board for their support and wished all a very happy holiday and prosperous New Year.

**2. NFTA CORPORATE REPORT**

- A. Audit, Governance and Finance Committee Report
- B. Consolidated Financial
- C. Corporate Resolutions

NOVEMBER 2018 NFTA/METRO PERFORMANCE  
(\$000's)

	BUDGET	ACTUAL	VARIANCE
<b>NET SURPLUS/(DEFICIT)</b>	(581)	(528)	53
Revenues and Operating Assistance			588
Expenses			(370)
Non-Operating/Capital			(165)
			53
<b>OPER REVENUES &amp; ASST</b>	19,005	19,593	588
BNIA Airport Fees & Services - higher compensatory billings based on increased expenses			382
BNIA Concessions/Commissions - increased parking lot/ramp revenue and food/meals/other concession revenues			163
All Other			43
			588
<b>TOTAL OPER EXPENSES</b>	17,648	18,018	370
Personnel Services			
Metro - higher early return to work labor and fringe benefit costs		126	
All Other		4	131
		130	
Maintenance & Repairs			
Metro - lower revenue vehicle maintenance costs		(51)	
BNIA - higher materials/supplies expense		98	
Transportation Centers - higher service costs at MTC and snowplowing costs at NFITC		25	
All Other		10	83
		82	
Utilities			
Metro - higher gas and water billings		18	
Transportation Centers - higher electric and gas billings at MTC		11	
All Other		12	41
		41	
General Business/Other			
BNIA - higher parking management costs and advertising expenses		51	
All Other		(4)	47
		47	
All Other			68
			370
<b>NON-OPERATING/CAPITAL</b>	(1,938)	(2,103)	(165)
Capital			
Metro		(29)	
Transportation Centers		(30)	
All Other		(1)	(60)
		(60)	
Non-Operating			
BNIA Net Bond Debt Service		(75)	
BNIA Operating Expense Reserve		(32)	
All Other		2	(105)
		(105)	
			(165)

**NFTA/METRO**  
**KEY ITEM REPORT**  
**NOVEMBER 2018**

(\$000 Omitted)

<b><u>MONTH ACTUAL TO BUDGET</u></b>	<b>Nov 2018</b>	<b>Nov 2018</b>	<b><u>Variance</u></b>	<b><u>%</u></b>
	<b><u>Budget</u></b>	<b><u>Actual</u></b>		
<b>Operating Revenues</b>	9,085	9,549	464	5.1%
<b>Operating Assistance</b>	9,919	10,043	124	1.2%
<b>Total Oper. Revenues &amp; Assistance</b>	19,005	19,593	588	3.1%
Personnel Services	13,091	13,221	131	1.0%
Maintenance & Repairs	2,344	2,427	83	3.5%
Transit Fuel/Power	383	426	42	11.1%
Utilities	362	403	41	11.3%
Insurance & Injuries	358	338	(20)	-5.5%
Safety & Security	1,181	1,179	(3)	-0.2%
General Business/Other	2,370	2,417	47	2.0%
Other	(2,441)	(2,393)	48	2.0%
<b>Total Operating Expenses</b>	17,648	18,018	370	2.1%
<b>Operating Income/(Loss)</b>	<b>1,357</b>	<b>1,575</b>	<b>218</b>	<b>16.1%</b>
<b>Non-Operating/Capital</b>	<b>(1,938)</b>	<b>(2,103)</b>	<b>(165)</b>	<b>-8.5%</b>
<b>Net Surplus/(Deficit)</b>	<b>(581)</b>	<b>(528)</b>	<b>53</b>	<b>9.2%</b>



NFTA/METRO YEAR TO DATE NOVEMBER 2018 PERFORMANCE  
(\$000's)

	BUDGET	ACTUAL	VARIANCE
<b>NET SURPLUS/(DEFICIT)</b>	<b>4,259</b>	<b>5,493</b>	<b>1,234</b>
Revenues and Operating Assistance			986
Expenses			1,292
Non-Operating/Capital			(1,045)
			1,234
<b>OPER REVENUES &amp; ASST</b>	<b>152,144</b>	<b>153,130</b>	<b>986</b>
Metro Passenger Fares			(531)
BNIA Airport Fees & Services - higher compensatory billings based on increased direct landing area expenses and debt costs			322
BNIA Concessions/Commissions - increased parking lot/ramp revenue and food/meals/other concession revenues			1,246
NFIA Concessions/Commissions - decreased parking lot revenues			(117)
All Other			66
			986
<b>TOTAL OPERATING EXPENSES</b>	<b>136,715</b>	<b>135,422</b>	<b>(1,292)</b>
Personnel Services			
Metro - lower overtime, instruction labor, temporary help, early return to work program labor and fringe benefit costs			(1,073)
BNIA - lower overtime			(115)
All Other			(6)
			(1,193)
Maintenance & Repairs			
Metro - higher non-revenue vehicle maintenance costs, facility expenses and rail contract costs			203
BNIA - lower facility maintenance costs, automotive and environmental expenses, partially offset by higher landscaping expenses			(200)
NFIA - higher facility maintenance costs, automotive and materials/supplies/service expenses			92
Property Development - higher service costs at our 247 and 485 Cayuga locations			133
All Other			17
			244
Metro Transit Fuel/Power - higher diesel, gasoline and CNG costs			175
Utilities			
Metro - lower electric, gas and telephone billings			(59)
All Other			(5)
			(64)
General Business/Other			
Metro - lower advertising expenses			(26)
BNIA - lower outside service costs, training/travel and general office expenses			(121)
NFIA - lower outside service costs and advertising expenses			(97)
Transportation Centers - lower temporary help			(53)
Central Admin - lower professional service costs			(110)
All Other			(16)
			(423)
All Other			(32)
			(1,292)
<b>NON-OPERATING/CAPITAL</b>	<b>(11,171)</b>	<b>(12,215)</b>	<b>(1,045)</b>
Capital			
Metro			(392)
BNIA			(440)
Transportation Centers			(30)
Central Admin			(96)
All Other			(15)
			(973)
Non-Operating			
BNIA Net Bond Debt Service			(265)
BNIA Operating Expense Reserve			113
All Other			81
			(72)
			(1,045)

**NFTA/METRO**  
**KEY ITEM REPORT**  
**NOVEMBER YTD 2018**

(\$000 Omitted)

<b><u>YTD ACTUAL TO BUDGET</u></b>	<b><u>Nov 2018</u></b> <b><u>YTD Budget</u></b>	<b><u>Nov 2018</u></b> <b><u>YTD Actual</u></b>	<b><u>Variance</u></b>	<b><u>%</u></b>
<b>Operating Revenues</b>	72,592	73,420	828	1.1%
<b>Operating Assistance</b>	79,552	79,710	158	0.2%
<b>Total Oper. Revenues &amp; Assistance</b>	152,144	153,130	986	0.6%
Personnel Services	105,488	104,295	(1,193)	-1.1%
Maintenance & Repairs	13,285	13,530	244	1.8%
Transit Fuel/Power	3,209	3,385	175	5.5%
Utilities	3,050	2,986	(64)	-2.1%
Insurance & Injuries	2,853	3,030	177	6.2%
Safety & Security	9,302	8,861	(441)	-4.7%
General Business/Other	18,930	18,507	(423)	-2.2%
Other	(19,403)	(19,171)	232	1.2%
<b>Total Operating Expenses</b>	136,715	135,422	(1,292)	-0.9%
<b>Operating Income/(Loss)</b>	<b>15,430</b>	<b>17,708</b>	<b>2,279</b>	<b>14.8%</b>
<b>Non-Operating/Capital</b>	(11,171)	(12,215)	(1,045)	-9.4%
<b>Net Surplus/(Deficit)</b>	4,259	5,493	1,234	29.0%

**NFTA/METRO**  
**BUSINESS CENTERS**  
**NET SURPLUS/(DEFICIT)**  
**NOVEMBER YTD 2018**

(\$000 Omitted)

	<b><u>Nov 2018</u></b> <b><u>YTD Budget</u></b>	<b><u>Nov 2018</u></b> <b><u>YTD Actual</u></b>	<b><u>Variance</u></b>	<b><u>%</u></b>
NFTA				
BNIA	3,731	5,194	1,463	39.2%
NFIA	(1,041)	(1,162)	(121)	-11.6%
Transportation Centers	(802)	(854)	(52)	-6.5%
Property Development	274	268	(5)	-2.0%
<b>NFTA Total</b>	2,162	3,446	1,285	59.4%
<b>Metro</b>	2,097	2,047	(51)	-2.4%
<b>NFTA/Metro</b>	4,259	5,493	1,234	29.0%

NOVEMBER NFTA/METRO PERFORMANCE  
 FYE 2019 vs. FYE 2018  
 (\$000's)

	Nov 2017 Actual	Nov 2018 Actual	VARIANCE
<b>NET SURPLUS/(DEFICIT)</b>	<b>(407)</b>	<b>(528)</b>	<b>(121)</b>
Revenues and Operating Assistance			1,687
Expenses			(1,537)
Non-Operating/Capital			(271)
			(121)
<b>OPER REVENUES &amp; ASST</b>	<b>17,906</b>	<b>19,593</b>	<b>1,687</b>
Metro Passenger Fares			120
BNIA Airport Fees & Services - higher compensatory billings based on increased expenses			700
BNIA Rental Income - increased compensatory airline billings due to higher expenses			167
BNIA Concessions/Commissions - increased auto rental and food/meals/other concession revenues			129
Erie County Sales Tax			244
Mortgage Tax			155
State - MTOAF			129
All Other			42
			1,687
<b>TOTAL OPERATING EXPENSES</b>	<b>16,480</b>	<b>18,018</b>	<b>1,537</b>
Personnel Services			
Metro - increased contractual salaries, health insurance, workers' compensation and pension costs			553
BNIA - higher overtime, health insurance and workers' compensation costs			53
Central Admin - higher Metro support labor			36
All Other			30
			672
Maintenance & Repairs			
Metro - lower revenue vehicle maintenance and facility costs			(106)
BNIA - higher snowplowing costs, facility maintenance costs, major repairs and materials/supplies expenses			473
Central Admin - MIS software/maintenance costs reclassified to General Business/Other			(22)
All Other			(21)
			323
Metro Transit Fuel/Power - higher diesel and CNG costs			88
Utilities			
Metro - higher electric and gas billings			55
BNIA - higher electric and gas billings			39
All Other			24
			119
General Business/Other			
BNIA - higher outside service costs and general office expenses			163
Central Admin - higher general office expenses and reclassification of MIS software and maintenance agreements from Maintenance & Repairs			110
All Other			23
			297
All Other			38
			1,537
<b>NON-OPERATING/CAPITAL</b>	<b>(1,832)</b>	<b>(2,103)</b>	<b>(271)</b>
Capital			
Metro			166
BNIA			140
Transportation Centers			(38)
Central Admin			(469)
All Other			(2)
			(205)
Non-Operating			
Metro - Other Reserve Funding			56
BNIA Operating Expense Reserve			(114)
All Other			(8)
			(66)
			(271)

**NFTA/METRO**  
**KEY ITEM REPORT**  
**FYE 2019 vs. FYE 2018**  
**NOVEMBER**

(\$000 Omitted)

<b><u>MONTH PRIOR YEAR COMPARISON</u></b>	<b>Nov 2017</b>	<b>Nov 2018</b>	<b><u>Variance</u></b>	<b><u>%</u></b>
	<b><u>Actual</u></b>	<b><u>Actual</u></b>		
<b>Operating Revenues</b>	8,319	9,549	1,230	14.8%
<b>Operating Assistance</b>	9,586	10,043	457	4.8%
<b>Total Oper. Revenues &amp; Assistance</b>	17,906	19,593	1,687	9.4%
Personnel Services	12,549	13,221	672	5.4%
Maintenance & Repairs	2,104	2,427	323	15.4%
Transit Fuel/Power	338	426	88	26.1%
Utilities	284	403	119	41.9%
Insurance & Injuries	320	338	18	5.5%
Safety & Security	1,132	1,179	47	4.2%
General Business/Other	2,120	2,417	297	14.0%
Other	(2,366)	(2,393)	(27)	-1.1%
<b>Total Operating Expenses</b>	16,480	18,018	1,537	9.3%
<b>Operating Income/(Loss)</b>	<b>1,425</b>	<b>1,575</b>	<b>150</b>	<b>10.5%</b>
<b>Non-Operating/Capital</b>	<b>(1,832)</b>	<b>(2,103)</b>	<b>(271)</b>	<b>-14.8%</b>
<b>Net Surplus/(Deficit)</b>	<b>(407)</b>	<b>(528)</b>	<b>(121)</b>	<b>-29.8%</b>

NFTA/METRO YEAR TO DATE NOVEMBER PERFORMANCE  
 FYE 2019 vs. FYE 2018  
 (\$000's)

	Nov 2017 YTD Actual	Nov 2018 YTD Actual	VARIANCE
<b>NET SURPLUS/(DEFICIT)</b>	<b>8,246</b>	<b>5,493</b>	<b>(2,753)</b>
Revenues and Operating Assistance			5,410
Expenses			(7,758)
Non-Operating/Capital			(405)
			<u>(2,753)</u>
<b>OPER REVENUES &amp; ASST</b>	<b>147,721</b>	<b>153,130</b>	<b>5,410</b>
Metro Passenger Fares			278
BNIA Rental Income - increased compensatory airline billings due to higher expenses			836
BNIA Concessions/Commissions - increased parking lot/ramp and food/retail revenues; new ride share revenues (began July 2017)			1,092
Erie County Sales Tax			850
Mortgage Tax			426
Local - 88c			553
State - MTOAF			1,033
Federal - PM			349
All Other			(8)
			<u>5,410</u>
<b>TOTAL OPERATING EXPENSES</b>	<b>127,664</b>	<b>135,422</b>	<b>7,758</b>
Personnel Services			
Metro - increased contractual salaries, health insurance, workers' compensation and pension costs			3,259
NFIA - higher overtime, health insurance and workers' compensation costs			123
Central Admin - higher Metro support labor, and increased health insurance and workers' compensation costs			255
All Other			(6)
			<u>3,630</u>
Maintenance & Repairs			
Metro - higher non-revenue vehicle maintenance costs, facility and environmental expenses, and timing of rail grinding costs in FYE19			234
BNIA - higher snowplowing costs, major repairs, automotive, janitorial, environmental, materials/supplies and landscaping expenses			832
NFIA - higher major repairs and automotive expenses			255
Central Admin - MIS maintenance agreements reclassified to General Business/Other			(468)
All Other			(32)
			<u>820</u>
Metro Transit Fuel/Power - higher diesel, gasoline and CNG costs			679
Utilities			
Metro - higher electric and gas billings			45
BNIA - higher electric, gas and water billings			240
Property Development - higher electric billings at 247 and 485 Cayuga Road			40
All Other			42
			<u>367</u>
Insurance & Injuries			
Metro - higher claim loss reserve appropriations and insurance premiums			657
BNIA - higher claim loss reserves and insurance premiums			155
NFIA - lower claim loss reserves			(20)
All Other			(35)
			<u>757</u>
General Business/Other			
Metro - higher support labor expenses			217
BNIA - higher parking management costs and advertising expenses; write-off of Delta credits in FYE18			342
Transportation Centers - lower temporary help			(88)
Central Admin - higher outside service costs, and timing and reclassification of MIS software and maintenance agreements from Maintenance & Repairs			950
All Other			(47)
			<u>1,375</u>
All Other			131
			<u>7,758</u>
<b>NON-OPERATING/CAPITAL</b>	<b>(11,810)</b>	<b>(12,215)</b>	<b>(405)</b>
Capital			
Metro			(337)
Transportation Centers			(67)
Property Development			(45)
Central Admin			(266)
All Other			6
			<u>(708)</u>
Non-Operating			
Metro - Other Reserve Funding			329
BNIA Net Bond Debt Service			229
BNIA Operating Expense Reserve			(250)
All Other			(5)
			<u>303</u>

**NFTA/METRO**  
**KEY ITEM REPORT**  
**FYE 2019 vs. FYE 2018**  
**NOVEMBER YTD**

(\$000 Omitted)

	Nov 2017	Nov 2018	<u>Variance</u>	<u>%</u>
	<u>Prior</u>	<u>Current</u>		
<u>YTD PRIOR YEAR COMPARISON</u>	<u>YTD Actual</u>	<u>YTD Actual</u>		
<b>Operating Revenues</b>	70,891	73,420	2,530	3.6%
<b>Operating Assistance</b>	76,830	79,710	2,880	3.7%
<b>Total Oper. Revenues &amp; Assistance</b>	147,721	153,130	5,410	3.7%
Personnel Services	100,665	104,295	3,630	3.6%
Maintenance & Repairs	12,710	13,530	820	6.5%
Transit Fuel/Power	2,706	3,385	679	25.1%
Utilities	2,619	2,986	367	14.0%
Insurance & Injuries	2,273	3,030	757	33.3%
Safety & Security	9,160	8,861	(298)	-3.3%
General Business/Other	17,132	18,507	1,375	8.0%
Other	(19,600)	(19,171)	429	2.2%
<b>Total Operating Expenses</b>	127,664	135,422	7,758	6.1%
<b>Operating Income/(Loss)</b>	<b>20,056</b>	<b>17,708</b>	<b>(2,348)</b>	<b>-11.7%</b>
<b>Non-Operating/Capital</b>	(11,810)	(12,215)	(405)	-3.4%
<b>Net Surplus/(Deficit)</b>	8,246	5,493	(2,753)	-33.4%

**Corporate Resolutions**

1. Adoption of Operating and Capital Budgets, Niagara Frontier Transportation Authority and Niagara Frontier Transit Metro System, Inc., Fiscal Year 2019/2020
2. Authorization for Collective Bargaining Agreement, International Longshoremen's Association Local 1949, NFTA
3. Authorization for Hosting Agreement, AddOns, Ellipse and Evergreen Upgrade Services, NFTA
4. Authorization for Hosting Agreement, ClearSky, Lawson Support and Maintenance Services, NFTA
5. Authorization for Lease Agreement, Food Nerd LLC, 485 Cayuga Road, NFTA
6. Authorization for Lease Agreement, ManCave Games, LLC, 247 Cayuga Road, NFTA
7. Authorization for Agreement, Office of General Services, Construction Permitting and Code Inspection Services, NFTA
8. Authorization for Agreement, Lumsden McCormick, LLP, Independent Auditing Services, NFTA

**CORPORATE:**

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

The Executive Director advised that Items 2. C. (2) 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 Aul, seconded by Commissioner Wilcox that the following Resolution be adopted:

“**RESOLVED**, that the Resolutions of the Niagara Frontier Transportation Authority, identified as numbers 2. C. (2) through 2. C. (7) dated December 20, 2018 as set forth herein, be and hereby are accepted and approved in their entirety.”

**AYES: ROCHE, DEMAKOS, DURAND, AUL, BAYNES, HUGHES, WILCOX**

**NOES: NONE**

**ADOPTED**

CORPORATE 2. C. (i)



**CORPORATE:**

2. C. (1) **Adoption of Operating and Capital Budgets, Niagara Frontier Transportation Authority and Niagara Frontier Transit Metro System, Inc., Fiscal Year 2019/2020**

**RECOMMENDATION:** Staff recommends that the Board adopt the Operating and Capital Budgets for the Niagara Frontier Transportation Authority (NFTA) and Niagara Frontier Transit Metro System, Inc. (Metro) for the fiscal year ending (FYE) March 31, 2020. The consolidated budget for FYE March 31, 2020 is \$240.3 million.

**INFORMATION:** The NFTA is a public benefit corporation of the State of New York created by legislation enacted under Chapter 717 of the laws of 1967. The mission of the NFTA is to provide safe, efficient and professional transportation services that enhance the quality of life in the Buffalo Niagara region in a manner, consistent with the needs of our customers. To that end and for such purpose, the NFTA operates the Niagara Falls International Airport, Buffalo Niagara International Airport, various non-transportation property assets as managed by our Facilities & Property Group, Transportation Centers in the Cities of Buffalo and Niagara Falls, and through its subsidiary corporation, Metro, operates bus, paratransit and light rail transit systems in the counties served by the NFTA.

The NFTA adopts an annual budget covering its operations for the fiscal year that begins April 1 and extends through March 31 of the following calendar year. The budget for FYE March 31, 2020 is balanced, and was prepared based on a management approach integrating financial and strategic requirements necessary for the continued operation of the Authority, as a whole.

As a comparison to the current year forecast, the FYE March 31, 2020 budget assumes a \$3.8 million, or 3.4%, increase in revenues from NFTA and Metro operations and a \$6.6 million, or 5.6%, increase in operating assistance.

The budget assumes a \$9.3 million, or 4.5%, increase in expenses for FYE March 31, 2020, while providing for the continued efficient delivery of transportation services to the public and communities served by the NFTA and Metro without increasing transit fares to our customers.

Finally, the FYE March 31, 2020 budget includes \$12.9 million for net debt service and operating reserves related to the Buffalo Niagara International Airport Improvement Program (AIP) project, \$1.1 million in debt service for the glycol collection project and equipment lease financing for energy savings initiatives, and \$11.7 million in the NFTA equity share of our capital spending total of \$126.0 million estimated for such FYE.

Metro includes increasing revenue reflective of higher core ridership based on operational and enhancement changes, including the Buffalo-Niagara Medical Corridor, as well as contractual increases for Buffalo schools and local university transit pass agreements. The Surface Transportation budget includes funds for the DL&W terminal design/construction; twenty four new buses; fastener & pad replacement (phase 10); Amherst/Buffalo LRRT extension and the mid-life rail rebuild project.

In the Aviation Division, Buffalo Niagara International Airport (BNIA) is assuming a 3% increase in enplanements. Airport fees and services will be higher due to the increasing cost compensatory billings to the airlines reflecting higher direct and indirect expenses and central administration capital expenditures. Concessions/commissions are increasing 4.9% as FYE March 31, 2020 includes higher parking lot/ramp, auto rental, ride share and food/retail revenues. Major capital projects at BNIA include the terminal enhancement project, aircraft de-icing containment facility expansion and replacement of ARFF snozzle crash truck.

The Niagara Falls International Airport's (NFIA) budget includes higher parking lot revenue. The capital budget includes funds for parallel taxiway program phase I (design) and terminal apron expansion – east/west (design).

The Facilities and Property Group budget reflects the anticipated increase in rental income from higher rents and occupancy. The budget also includes capital funds for upgrades at our 247 and 485 Cayuga Road facilities, rail station escalator replacement, Delavan & University station exterior rehab and rail station panel liner rehab (phase II).

The following are the budget assumptions and highlights, comparing the FYE 2019 forecast to FYE 2020 budget:

- Metro base fare remains the same at \$2.00.
- New York State Operating Assistance increasing \$4,940k, or 10.0%, FYE 19 increase – 1.9%.
- Total Federal Operating Assistance to increase \$428k, or 1.9%, due to apportionment formula program for preventive maintenance funds.
- Erie County Sales Tax is anticipated to increase \$414k or 2.0%, based on historical trends. The FYE 19 forecast is anticipated to be at budgeted levels.
- Mortgage Tax is anticipated to increase \$213k, or 2.0%, consistent with historical trends.
- BNIA is assuming a 3% increase in enplanements.
- NFTA/Metro contractual/step increases reflective of labor agreements.
- Metro fringe benefit rate - 91.0%; NFTA fringe benefit rate - 59.2%.
- NFTA/Metro health insurance costs are increasing \$617k, based on a projected rate hike partially offset by full year impact of a Metro employee 10% health insurance contribution effective January 1, 2019.
- NFTA/Metro workers' compensation costs are increasing \$904k, or 10.0%.
- NFTA/Metro maintenance and repairs are increasing \$1,443k, or 6.7%, as higher Metro revenue vehicle and CNG station maintenance costs, as well as increasing BNIA materials/supplies/service costs, major facility repairs, automotive and baggage maintenance expenses all contribute to the variance.
- Higher transit fuel/power expenses of \$426k, or 8.5%, as FYE 20 diesel market prices are projected to increase. Also included in the budget is rail traction costs that are based on consultant estimate.

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

**"RESOLVED**, that the Operating and Capital Budgets of the Niagara Frontier Transportation Authority and Niagara Frontier Transit Metro System, Inc., for the fiscal year ending March 31, 2020, be and, hereby are, adopted as provided herein; and

**BE IT FURTHER RESOLVED**, that the Executive Director is hereby authorized during the course of the 2019-2020 fiscal year to establish, for non-represented employees, the appropriate salary levels consistent with the merit-based system for all new hires and to adjust, on the basis of performance, the salary level of all employees; and

**BE IT FURTHER RESOLVED**, that the Executive Director is hereby authorized during the course of the 2019-2020 fiscal year to establish, for represented employees, the appropriate step, within the budgeted salary grade, for all new hires and to adjust, on the basis of performance and as provided by the applicable collective bargaining agreements, the grade and step of all current employees."

**AYES: ROCHE, DEMAKOS, DURAND, AUL, BAYNES, HUGHES, WILCOX**

**NOES: NONE**

**ADOPTED**

**CORPORATE:**

2. C. (2) **Authorization for Collective Bargaining Agreement, International Longshoremen's Association Local 1949**

**RECOMMENDATION:** Staff recommends that the Board authorize a four (4) year collective bargaining agreement (CBA) between the Niagara Frontier Transportation Authority (Authority) and International Longshoremen's Association Local 1949 (Local 1949) for the period April 1, 2018 through March 31, 2022.

**INFORMATION:** Approximately 124 employees of the Authority are members of Local 1949. Under the CBA, the members of this bargaining unit will receive the following wages:

<u>Fiscal Year</u>	<u>Wage Increase</u>	<u>Est. Total Wage Exp.</u>	<u>Increase over Prior Year</u>
2018-2019	2.35%	\$6,230,513.00	\$142,401.00
2019-2020	2.25%	\$6,436,708.00	\$206,195.00
2020-2021	2.25%	\$6,580,304.00	\$143,596.00
2021-2022	2.35%	\$6,733,655.00	\$153,351.00

Effective upon ratification and approval, all active employees in grades A, B, C, D and new hires in such grades shall contribute twelve per cent (12%) of the monthly premium cost of either single or family health coverage in the Traditional Blue PPO 6398 (HDHP PPO 6312) or Traditional Blue POS 298 (POS 205). All employees in grades E and F and new hires in such grade will continue to contribute ten percent (10%) and the cost of these employee's contribution will be capped at two and one half percent (2.5%) of his/her salary.

The payment made to employees who waive medical insurance coverage will increase from \$2,500 to \$3,000 for single coverage and \$3,000 to \$5,000 for family coverage.

Effective April 1, 2019, employees occupying positions listed under the Skilled Trade Pay will receive \$0.75 per hour added to their base rate, previously \$.50 per hour. Effective April 1, 2019, and each fiscal year thereafter through March 31, 2021, a \$500.00 equity adjustment for E & F custodians will be rolled into their respective base wage.

**FUNDING:** Funding for this CBA is included in the Authority's FYE 2019 budget and the five-year plan.

**“RESOLVED,** that the Board hereby approves a collective bargaining agreement between Niagara Frontier Transportation Authority and International Longshoremen's Association Local 1949 for the period commencing April 1, 2018 through March 31, 2022 on the terms set forth herein; and

**BE IT FURTHER RESOLVED**, that the Board authorizes the Executive Director, her designee and/or the Chair to execute and deliver a collective bargaining agreement with International Longshoremen's Association Local 1949 for the period commencing April 1, 2018 through March 31, 2022, on the terms set forth herein; and

**BE IT FURTHER RESOLVED**, that said Agreement may include such additional 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, hereby is, authorized to make payments under said Agreement upon certification by the Director of Human Resources that such payments are in order."

**CORPORATE:**

2. C. (3) **Authorization for Hosting Agreement, AddOns, Ellipse and Evergreen Upgrade Services, NFTA**

**RECOMMENDATION:** Staff recommends that the Board authorize a five-year Ellipse Hosting Agreement with AddOns at a cost of \$30,800.00 per month for years one through three, \$32,032.00 per month for year four, and \$33,313.00 per month for year five for a cumulative cost of \$1,892,940.00, which includes all taxes and fees, if any.

**INFORMATION:** This Agreement replaces the current hosting agreement with AddOns for the legacy Ellipse environment that expires in May of 2019. The current agreement was \$550,000.00 for a period of two (2) years. This Agreement covers the newer versions of Ellipse and all typical upgrades. The increase in cost adds the Evergreen Service. The Evergreen Service will keep the Authority on current supported versions of Ellipse by allowing up to three (3) Ellipse Minor Releases and a single Major Release upgrade of Ellipse per calendar year. Evergreen also includes training for each new version. The increased cost of this Agreement also increases the amount of support hours and training time available to end users. One type of training will be for the onboard training of Ellipse for new employees.

The Hosting Agreement includes a monthly rate that is held constant for the first three years of and then increases in years four and five. The table below shows the monthly rates for each year. The Agreement includes one production and two non-production instances of Ellipse, Evergreen upgrade services, 24/7 support, and an enhanced help desk.

Year	Monthly Hosting Fee
1	\$30,800.00
2	\$30,800.00
3	\$30,800.00
4	\$32,032.00
5	\$33,313.00

This Agreement is a sole source procurement. AddOns is the only vendor capable of hosting the Ellipse environment. It was also designated the only qualified company capable of hosting the environment by the developer of the Ellipse software, ABB Inc.

**FUNDING:** Funding is provided in the operating budget.

**“RESOLVED,** that the Board hereby authorizes an Agreement with AddOns for hosting, support and Evergreen Service of Ellipse at a cost of \$1,892,940.00, as described above; and

**BE IT FURTHER RESOLVED,** that the Executive Director, her designee and/or the Chair, be and, hereby are, authorized to execute and deliver an Agreement with AddOns for the total amount of \$1,892,940.00, as described above; and

**BE IT FURTHER RESOLVED**, that said Agreement may 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, hereby is, authorized to make payments under said Agreement upon certification by the Chief Information Officer, that such payments are in order based upon receipt of all necessary supporting documentation.”

**CORPORATE:**

2. C. (4) **Authorization for Agreement, ClearSky, Lawson Hosting, Support and Maintenance Services, NFTA**

**RECOMMENDATION:** Staff recommends that the Board authorize a three-year Agreement for the hosting of an archived Lawson 9.01 instance for the total amount of \$227,400.00 with ClearSky, inclusive of all taxes and fees, if any.

**INFORMATION:** The Agreement will enable the Authority to have continued access to legacy human resources and payroll data after the retirement of the on-premise Lawson environment. The transition to Automated Data Processing, Inc. (ADP) for these services will allow for the hosting of all future data once ADP environment is “live.” The current on-premise hardware that houses Lawson is at the end of its useful life. The services provided pursuant to the Agreement will allow the Authority an off-site location to store the data and retire the old hardware.

The Agreement includes a \$15,000.00 one-time setup fee and 36 monthly payments of \$5,900.00. In addition to hosting services, the Agreement provides for support and maintenance. The Agreement also grants the Niagara Frontier Transportation Authority (NFTA) to retain ClearSky for additional tasking that is outside the initial scope of work but is still pertinent and necessary to the hosted Lawson 9.01 software instance, subject to any required Board approval that may be required. Additional tasking, if any, shall be billed at the hourly rates set forth below.

Support Type	Rate Per Hour
Development Support	\$190.00
Functional Support	\$220.00
Technical Support	\$220.00
Project Coordination	\$225.00
Holiday Support	\$300.00
Emergency Support	\$300.00

This is a sole source procurement. ClearSky is the only vendor offering the hosting legacy Lawson environments.

**FUNDING:** Funding is provided for in the operating budget.

**“RESOLVED,** that the Board hereby authorizes an Agreement with ClearSky for hosting, support, maintenance and other tasking in connection with the archived Lawson 9.01 environment at a cost of \$227,400.00 and at the hourly rates set forth herein, as described above; and



**BE IT FURTHER RESOLVED**, that the Executive Director, her designee and/or the Chair, be and, hereby are, authorized to execute and deliver an Agreement with ClearSky for the services, and on the terms, set forth above; and

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

**BE IT FURTHER RESOLVED**, that the Chief Financial Officer, be and, hereby is, authorized to make payments under said Agreement upon certification by the Chief Information Officer, that such payments are in order based upon receipt of all necessary supporting documentation.”

**CORPORATE:**

2. C. (5) **Authorization for Lease Agreement, Food Nerd LLC, 485 Cayuga Road, NFTA**

**RECOMMENDATION:** Staff recommends that the Board authorize a Lease Agreement with Food Nerd LLC (Sharon Cryan, Principal) for space at 485 Cayuga Road.

**INFORMATION:** Food Nerd LLC is a healthy meal preparation and delivery service that is a START-UP NY participant and has been leasing space at 485 Cayuga since December 2017. It has requested a new lease that will increase its leased space from 1,741 square feet to 1,971 square feet in the kitchen area on the 2<sup>nd</sup> floor of Bay 4. The initial term of the lease will be one (1) year commencing January 1, 2019 and expiring December 31, 2019. Food Nerd will have the option to renew for one (1) additional one-year period, subject to NFTA approval. The initial rental rate will be \$6.70 per square foot, which reflects a 3% increase over the current rental rate, or \$13,205.70 for the first lease year and is subject to a three percent (3%) annual escalator. Food Nerd will provide a security deposit equal to two (2) months' rent.

If any NFTA-owned kitchen equipment needs replacing, Food Nerd may buy new equipment and can take that equipment with them at the end of the lease term. Food Nerd will be responsible for maintenance and repairs of NFTA-owned kitchen equipment specifically intended for the exclusive use of Food Nerd for the term of the lease including, but not be limited to, refrigerators, coolers, freezers, steam tables, flat top grills, dumbwaiter, and fire suppression equipment. Food Nerd will provide NFTA with copies of all fire suppression equipment inspection reports.

Additionally, Food Nerd will have a right of first refusal (ROFR) for 2,660 square feet of adjacent space for expansion of the current use only. The NFTA will continue to market the space that is subject to the ROFR. The rental rate for the ROFR space will be the greater of (i) any offer made by a third party and (ii) the rental rate paid by Food Nerd at the time the ROFR is exercised.

**FUNDING:** No funding is necessary.

**“RESOLVED,** that the Board hereby authorizes a Lease Agreement with Food Nerd LLC for use of space in Bay 4 at 485 Cayuga Road, as described above; and

**BE IT FURTHER RESOLVED,** that the Executive Director, her designee and/or the Chair, be, and hereby are, authorized to execute and deliver a Lease Agreement with Food Nerd LLC, as set forth above and as negotiated; and

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

**CORPORATE:**

2. C. (6) **Authorization for Lease Agreement, ManCave Games, LLC, 247 Cayuga Road, NFTA**

**RECOMMENDATION:** Staff recommends that the Board authorize a Lease Agreement with ManCave Games, LLC (Aaron Petritz, Principle) for leased space at 247 Cayuga Road, Cheektowaga.

**INFORMATION:** ManCave is a START-UP NY participant that manufactures and sells ManCave-branded games, such as ping pong, air hockey and foosball. Mr. Petritz has requested a lease of 427 square feet of Class C+ office space to support this business. The initial term of the lease will be one-year commencing February 1, 2019 and expiring on January 31, 2020. ManCave will have the option to renew for two (2) additional one-year periods with NFTA approval. The initial rental rate will be \$12.75 per square foot or \$5,444.25 per year. The rental rate will increase by 3% each lease year.

The Lease Agreement will reflect the NFTA's commitment to perform certain improvements to the premises, such as new carpet, painting and LED lighting, for an estimated cost of \$1,950.

**FUNDING:** Funding for the improvements are contained in operating budget account number 0808085205000.

**“RESOLVED,** that the Board hereby authorizes a Lease Agreement with ManCave Games, LLC for use of space at 247 Cayuga Road, as described above; and

**BE IT FURTHER RESOLVED,** that the Executive Director, her designee and/or the Chair, be, and hereby are, authorized to execute and deliver a Lease Agreement with ManCave Games, LLC, on the terms set forth above; and

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

**CORPORATE:**

2. C. (7) **Authorization for Agreement, Office of General Services, Construction Permitting and Code Inspection Services, Metro**

**RECOMMENDATION:** Staff recommends that the Board authorize an Agreement with New York State's Office of General Services (OGS) for construction permitting and code inspection services with respect to the DL&W project, such services will be billed at the OGS-approved term consultant rates for the task performed which were determined through a competitive process. If any services are performed by OGS personnel, such services will be billed at the OGS-assigned bill rate.

**INFORMATION:** This DL&W project will provide for extending the light rail revenue service through the Yard & Shop gates to the south side of the DL&W building. The project includes new station, tracks, catenary, controls, ancillary systems and public access amenities.

All required permitting and code inspections in connection with this project will be performed by OGS personnel and/or OGS-approved consultants and billed as set forth above. The aggregate fee expected to be charged by OGS on time and materials is between \$155,000.00 and \$775,000.00.

**FUNDING:** Funding is provided in Account Number: 120000000-3144-2-3485.

**“RESOLVED**, that the Board hereby approves an Agreement with the Office of General Services for construction permitting and code inspection services required for the DL&W project, as described above; and

**BE IT FURTHER RESOLVED**, that the Executive Director, her designee and/or the Chair, be, and hereby are, authorized to execute and deliver an Agreement with the Office of General Services for construction permitting and code inspections services, as described above; and

**BE IT FURTHER RESOLVED**, that said Agreement may 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 hereby is authorized to make payments under said Agreement upon certification by the Director, Engineering that such payments are in order based upon receipt of all necessary supporting documentation.”

**CORPORATE:**

2. C. (8) **Authorization for Agreement, Lumsden McCormick, LLP, Independent Auditing Services, NFTA**

**RECOMMENDATION:** The Board hereby authorizes an Agreement with Lumsden McCormick, LLP (Lumsden) to serve as independent accountant for the three (3) fiscal periods ending March 31, 2019, 2020 and 2021 at the respective annual fee of \$82,500.00, \$83,500.00 and \$84,500.00. This includes a fee for the attestation requirement mandated by the Model Governance Principles. This Agreement includes an option, exercisable by the Authority, providing for accountant's services for the two one-year fiscal periods ending March 31, 2022 and 2023 at an annual fee of \$85,500.00 and \$86,500.00, respectively.

**INFORMATION:** A Request for Proposals No. 4827 (RFP) was issued, with four (4) accounting firms responding to the RFP. The responsive proponents include:

- The Bonadio Group
- Drescher & Malecki, LLP
- EFPR Group
- Lumsden McCormick, LLP

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

	<u>Percent (%)</u>
Qualification and Experience	35
Audit Approach	30
Price	30
Diversity Practices	<u>5</u>
	100

The total score (100 maximum percentage) was used to identify the firms to be recommended for further consideration by the Board. The evaluation committee recommended two firms: The Bonadio Group (Bonadio) and Lumsden McCormick, LLP.

The established MBE, WBE, and SDVOB goals were 1%, 0%, and 1%, respectively. Lumsden identified its MBE participation as 1% and SDVOB participation as 5%.

Both Lumsden and Bonadio were invited to the Board Meeting held on December 20, 2018 for a short presentation of their respective proposals. Lumsden possesses the experience and resources required to conduct annual audits of books and records as mandated by law governing public authorities, at a cost deemed fair and reasonable.

**FUNDING:** Funding is included in the NFTA's annual operating budget under account numbers 1-39-0098-571-0367 and 2-39-0032-571-0367.

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

**“RESOLVED**, that the Board hereby approves Lumsden McCormick, LLP to serve as independent accountant for the Authority for fiscal periods set forth above; and

**BE IT FURTHER RESOLVED**, that the Executive Director, her designee and/or the Chair, be, and hereby are, authorized to execute and deliver an Agreement with Lumsden McCormick, LLP for the provision of independent auditing and accounting services to the Authority for fiscal periods, and on the terms, set forth above; and

**BE IT FURTHER RESOLVED**, that said Agreement may 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 hereby is authorized to make payments under said Agreement upon certification by the Director, Internal Audit, that such payments are in order based upon receipt of all necessary supporting documentation.”

**AYES:**           **ROCHE,       DEMAKOS,       DURAND,       AUL,**  
                          **HUGHES, WILCOX**

**ABSTENTION:** **BAYNES**

**NOES:**           **NONE**

**3. AVIATION BUSINESS GROUP REPORT**

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

**Aviation Resolutions**

1. Adoption of the Seventh Supplemental Resolution Authorizing and Providing for the Issuance of Airport Revenue Bonds, Series 2019A and Series 2019B of the Niagara Frontier Transportation Authority
2. Authorization for Agreement, Independent Taxi Association, Taxicab Services, BNIA
3. Authorization for Agreements, SNORAC, LLC and The Hertz Corporation, Car Rental Concessions, NFIA
4. Authorization for Agreement, Calspan Air Services, LLC, Fixed Base Operator Services, NFIA



**AVIATION:**

**3. C. (i) Niagara Frontier Transportation Authority, Acceptance of Aviation Resolutions 3. C. (1); 3. C. (2) and 3. C. (4)**

The Executive Director advised that Items 3. C. (1); 3. C. (2) and 3. C. (4) have been discussed with the Board of Commissioners of the NFTA, and the Board is unanimously in favor of all subject Resolutions.

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

“**RESOLVED**, that the Resolutions of the Niagara Frontier Transportation Authority, identified as numbers 3. C. (1); 3. C. (2) and 3. C. (4) and dated December 20, 2018 as set forth herein, be and hereby are accepted and approved in their entirety.”

**AYES: ROCHE, DEMAKOS, DURAND, AUL, BAYNES, HUGHES, WILCOX**

**NOES: NONE**

**ADOPTED**

**AVIATION:**

3. C. (1) **Adoption of the Seventh Supplemental Resolution Authorizing and Providing for the Issuance of Airport Revenue Bonds, Series 2019A and Series 2019B of the Niagara Frontier Transportation Authority**

**RECOMMENDATION:** Staff recommends that the Board adopt the annexed resolution providing for the issuance of Airport Revenue Bonds, Series 2019A and 2019B for funding the Baggage Claim Expansion Project, refunding of the Series 2004A and 2004C Auction Rate Securities, and the termination payment for the Series 2004A and 2004C Swaps.

**INFORMATION:** This resolution authorizes the issuance of the Airport Revenue Bonds, Series 2019A and Series 2019B in aggregate principal amount not to exceed \$110,000,000. These bonds will be issued as fixed rate securities.

An estimated \$75,000,000 will be issued to provide for the renovation of the baggage claim hall and the TSA check point area as well as constructing building expansions to the west and east sides of the baggage claim hall at the Buffalo Niagara International Airport (BNIA).

An estimated \$35,000,000 will be issued to refund the Series 2004A and 2004C Auction Rate Securities, and fund the termination payment for the Series 2004A and 2004C Swaps. Based on current rates for fixed rate debt, the refunding is expected to generate net present savings of approximately \$1,411,000 or 5.0% of refunded par amount after funding the swap termination payment.

**FUNDING:** Funding will be provided for out of the bond issuance costs.

**“RESOLVED**, that the Seventh Supplemental Resolution, in the form attached hereto and made a part hereof, authorizing and providing for the issuance of Airport Revenue Bonds, Refunding Series 2019A and Series 2019B for funding the Baggage Claim Expansion Project, the refunding of the Series 2004A and 2004C Auction Rate Securities, and the termination payment for the Series 2004A and 2004C Swaps of the Niagara Frontier Transportation Authority, be and hereby is approved; and

**BE IT FURTHER RESOLVED**, that the Board hereby authorizes the Executive Director, her designee and/or the Chair to take such actions as may be necessary to implement the transactions contemplated by the Seventh Supplemental Resolution.”

**NIAGARA FRONTIER TRANSPORTATION AUTHORITY**

**A SEVENTH SUPPLEMENTAL RESOLUTION AUTHORIZING AND PROVIDING  
FOR THE ISSUANCE OF AIRPORT REVENUE BONDS, SERIES 2019A AND SERIES  
2019B THE NIAGARA FRONTIER TRANSPORTATION AUTHORITY**

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Adopted December 20, 2018

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**A SEVENTH SUPPLEMENTAL RESOLUTION AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF AIRPORT REVENUE BONDS, SERIES 2019A AND SERIES 2019B OF THE NIAGARA FRONTIER TRANSPORTATION AUTHORITY**

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE NIAGARA FRONTIER TRANSPORTATION AUTHORITY:

**ARTICLE I**

**DEFINITIONS**

SECTION 1.1. Definitions. Unless the context shall clearly indicate some other meaning, the terms used in this resolution (including, without limitation, the next paragraph hereof) which are defined in the resolution adopted by this Board on May 12, 1994 entitled "A RESOLUTION AUTHORIZING THE ISSUANCE OF AIRPORT REVENUE BONDS OF THE NIAGARA FRONTIER TRANSPORTATION AUTHORITY; PRESCRIBING THE LIMITATIONS ON AND THE CONDITIONS OF ISSUANCE AND THE FORM OF SUCH BONDS; PROVIDING FOR THE DETAILS OF SUCH BONDS; COVENANTING AS TO THE REVENUES, INCOME AND CHARGES OF SAID AUTHORITY AND THE USE AND APPLICATION OF SUCH REVENUES, INCOME AND CHARGES PLEDGING SUCH REVENUES, INCOME AND CHARGES TO THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON SUCH BONDS AND LIMITING SUCH PAYMENT SOLELY TO SUCH REVENUES, INCOME AND CHARGES; AND MAKING OTHER COVENANTS AND AGREEMENTS IN CONNECTION WITH THE FOREGOING" (said resolution, and unless the context shall clearly indicate otherwise, all amendments and supplements thereto being defined therein as the "Resolution"), shall have the meanings given to them in the Resolution.

Unless the context shall clearly indicate some other meaning, the following terms shall, for all purposes of the Resolution and of any Supplemental Resolution (including for all purposes of this resolution) and for all purposes of any certificate, opinion, instrument or other document therein or herein mentioned, have the following meanings, with the following definitions to be equally applicable to both the singular and plural forms of such terms and vice versa:

"Airport Bond Reserve Fund Requirement" shall mean, with respect to the Series 2019 Bonds, the lesser of (i) the greatest amount of principal and interest payable on the Series 2019 Bonds in the then current or any future Fiscal Year, (ii) 125% of the average annual principal and interest payable on the Series 2019 Bonds, or (iii) 10% of the proceeds of the Series 2019 Bonds; which amount shall be allocated between the Series 2019A Bonds and the Series 2019B Bonds on the basis of Outstanding par amount.

"Certificate of Determination" shall mean a certificate in substantially the form attached hereto as Schedule 1 signed by a Designated Financial Officer upon the sale of the Series 2019 Bonds setting forth matters to be therein determined pursuant to this Supplemental Resolution.

“DTC” shall mean The Depository Trust Company and its successors and assigns or any other securities depository, its successors and assigns.

“Interest Payment Dates” shall mean, with respect to the Series 2019 Bonds, each April 1 and October 1 commencing on the April 1 or October 1 as determined by the Designated Financial Officer and set forth in the Certificate of Determination.

“Record Date” shall mean with respect to each Series 2019 Bond, the fifteenth day of the month (whether or not a business day) next preceding an Interest Payment Date.

“Registrar and Paying Agent” shall mean the Trustee.

“Series 2004A Bonds” shall mean the Authority’s Airport Revenue Bonds, Refunding Series 2004A currently Outstanding in the amount of \$24,305,000.

“Series 2004C Bonds” shall mean the Authority’s Airport Revenue Bonds, Refunding Series 2004C currently Outstanding in the amount of \$3,825,000.

“Series 2019 Bonds” shall mean the Series 2019A Bonds and the Series 2019B Bonds.

“Series 2019A Bonds” shall mean the Series 2019 Bonds authorized and referred to in Section 2.1(a) hereof.

“Series 2019B Bonds” shall mean the Series 2019 Bonds authorized and referred to in Section 2.1(b) hereof.

“Series 2019 Project” shall mean the Authority’s Buffalo Niagara International Airport capital improvement program, including the acquisition, construction, rehabilitation, replacement, repair, renovation, improvement and reconstruction of terminal and other airport facilities, including terminal baggage claim equipment and facilities, and the acquisition of airport equipment and other facilities and improvements as may be necessary and appropriate for the operation of such airport facilities at Buffalo Niagara International Airport.

“Series 2004A Swap” shall mean the ISDA Master Agreement and related Schedule and Confirmation with respect to the Series 2004A Bonds with the Swap Counterparty, dated as of October 31, 2003.

“Series 2004C Swap” shall mean the ISDA Master Agreement and related Schedule and Confirmation with respect to the Series 2004C Bonds with the Swap Counterparty, dated as of October 31, 2003.

“Series 2004A Swap Termination Payment” shall mean the payment set forth in the Certificate of Determination to terminate the Series 2004A Swap.

“Series 2004C Swap Termination Payment” shall mean the payment set forth in the Certificate of Determination to terminate the Series 2004C Swap.

“Supplemental Resolution” shall mean this supplemental resolution.

“Swap Counterparty” shall mean Goldman Sachs Capital Markets, L.P.

## ARTICLE II

### AUTHORIZATION OF THE SERIES 2019 BONDS

#### SECTION 2.1. Authorization of Series 2019 Bonds.

(a) Authorization of Series 2019A Bonds; Maturities, Interest Rates and Mandatory Redemption. There is hereby authorized to be issued and there shall be issued under and secured by the Resolution a Series of Bonds in the aggregate principal amount determined by Designated Financial Officer and set forth in the Certificate of Determination, which Bonds shall be entitled and designated “Airport Revenue Bonds, Series 2019A” (herein defined and referred to as the “Series 2019A Bonds”), for the purposes of (i) financing a portion of the 2019 Project, (ii) funding a portion of the interest on the Series 2019A Bonds, (iii) refunding all of the Authority’s Outstanding Series 2004A Bonds, (iv) paying the Series 2004A Swap Termination Payment, (v) funding any amount required to be deposited to the Airport Bond Reserve Account, 2019A in the Airport Bond Reserve Fund, and (vi) paying a portion of the costs of issuing the Series 2019 Bonds. The Series 2019A Bonds shall be issued in the total principal amount, bear interest at the rates per annum, have such public offering prices and shall mature on April 1 in each of the years and in the principal amounts, all as determined by the Designated Financial Officer and set forth in the Certificate of Determination. The Designated Financial Officer may change the Series designation of the Series 2019A Bonds in the Certificate of Determination to reflect the issuance of the Series 2019A Bonds in several Series or subseries or to consolidate the Series 2019A Bonds and the Series 2019B Bonds into a single Series.

The Series 2019A Bonds are subject to mandatory sinking fund redemption in part prior to maturity, at such time and in such amounts, as shall be determined by the Designated Financial Officer and set forth in the Certificate of Determination. In order to provide for the retirement of such Bonds, there shall be accumulated in the Airport Term Bond Principal Account, 2019A, created in Section 3.3(a) hereof, in the Airport Bond Fund amounts sufficient to retire such Series 2019A Bonds on April 1 in each of the years and in the respective principal amounts set forth in the Certificate of Determination.

Series 2019A Bonds shall be numbered consecutively from RA-1 upwards as issued or as otherwise provided by the Registrar and Paying Agent for the Series 2019A Bonds.

(b) Authorization of Series 2019B Bonds; Maturities, Interest Rates and Mandatory Redemption. There is hereby authorized to be issued and there shall be issued under and secured by the Resolution a Series of Bonds in the aggregate principal amount determined by Designated Financial Officer and set forth in the Certificate of Determination, which Bonds shall be entitled and designated “Airport Revenue Bonds, Series 2019B” (herein defined and referred to as the “Series 2019B Bonds”), for the purposes of (i) financing a portion of the 2019 Project, (ii) funding a portion of the interest on the Series 2019A Bonds, (iii) refunding all of the Authority’s Outstanding Series 2004C Bonds, (iv) paying the Series 2004C Swap Termination Payment, (v) funding any amount required to be deposited to the Airport Bond Reserve Account, 2019B in the Airport Bond Reserve Fund, and (vi) paying a portion of the costs of issuing the



Series 2019 Bonds. The Series 2019B Bonds shall be issued in the total principal amount, bear interest at the rates per annum, have such public offering prices and shall mature on April 1 in each of the years and in the principal amounts, all as determined by the Designated Financial Officer and set forth in the Certificate of Determination. The Designated Financial Officer may change the Series designation of the Series 2019B Bonds in the Certificate of Determination to reflect the issuance of the Series 2019B Bonds in several Series or subseries or to consolidate the Series 2019B Bonds and the Series 2019A Bonds into a single Series.

The Series 2019B Bonds are subject to mandatory sinking fund redemption in part prior to maturity, at such time and in such amounts, as shall be determined by the Designated Financial Officer and set forth in the Certificate of Determination. In order to provide for the retirement of such Bonds, there shall be accumulated in the Airport Term Bond Principal Account, 2019B, created in Section 3.3(b) hereof, in the Airport Bond Fund amounts sufficient to retire such Series 2019B Bonds on April 1 in each of the years and in the respective principal amounts set forth in the Certificate of Determination.

Series 2019B Bonds shall be numbered consecutively from RB-1 upwards as issued or as otherwise provided by the Registrar and Paying Agent for the Series 2019B Bonds.

**SECTION 2.2. Details of Series 2019 Bonds; Payment of Principal, Interest and Premium of Series 2019 Bonds.** The Series 2019 Bonds shall be issuable as fully registered Series 2019 Bonds without coupons in the denomination of \$5,000 or any integral multiple thereof, and shall be dated as of a date determined by the Designated Financial Officer and set forth in the Certificate of Determination. The Series 2019 Bonds shall be payable as to interest, principal and premium, if any, in any coin or currency of the United States of America that at the time of payment thereof is legal tender for public and private debts. Principal of and premium, if any, on any Series 2019 Bond shall be payable only upon the presentation and surrender of the Series 2019 Bond to the Registrar and Paying Agent at its principal office. Each Series 2019 Bond shall bear interest from the Interest Payment Date next preceding the date of authentication thereof to which interest has been paid, unless (1) the date of authentication is prior to the first Interest Payment Date for such Series 2019 Bond, in which event such Series 2019 Bond shall bear interest from the date of such Series 2019 Bond, or unless (2) the date of authentication is an Interest Payment Date to which interest has been paid, in which event such Series 2019 Bond shall bear interest from the date of authentication, or unless (3) the date of authentication is between the Record Date and the next Interest Payment Date in which event such Series 2019 Bond shall bear interest from the next Interest Payment Date for such Series 2019 Bonds. Interest on all Series 2019 Bonds shall be paid on each Interest Payment Date by the Registrar and Paying Agent by check or draft mailed to the registered holder at his address as it appears on the books of registry kept pursuant to the Resolution as of the close of business on the Record Date or, at the option of the holder of such Series 2019 Bonds in the aggregate principal amount of not less than One Million Dollars (\$1,000,000) by wire transfer in immediately available funds to such registered holder upon written notice received by the Registrar and Paying Agent fifteen (15) days prior to the Record Date from such registered owner containing the wire transfer address (which shall be in the United States) to which such registered owner wishes to have such wire directed.

SECTION 2.3. Optional Redemption of Series 2019 Bonds. The Series 2019 Bonds are subject to optional redemption in part prior to maturity, at such time and at such prices, as shall be determined by the Designated Financial Officer and set forth in the Certificate of Determination.

SECTION 2.4. Extraordinary Optional Redemption of the Series 2019 Bonds. The Series 2019 Bonds are subject to redemption at the option of the Authority, in whole at any time, at a redemption price equal to the principal amount thereof plus accrued interest to the date of redemption, in the event of the destruction or damage to all or substantially all of the Airport, or the condemnation of the Airport.

SECTION 2.5. Notice of Redemption. Notice of redemption of the Series 2019 Bonds shall be given in accordance with Section 2.10(3) of the Resolution. If at the time of the giving of any notice of optional or extraordinary redemption there shall not be on deposit with the Trustee or a Paying Agent moneys sufficient to redeem all the Series 2019 Bonds called for redemption, the notice of redemption shall state that the redemption of such Series 2019 Bonds is conditional and subject to deposit of moneys with the Trustee or a Paying Agent sufficient to redeem all such Series 2019 Bonds not later than the opening of business on the redemption date, and that such notice shall be of no effect with respect to any of such Series 2019 Bonds for which moneys are not on deposit. If the amount on deposit with the Trustee or a Paying Agent, or otherwise available, is insufficient to pay the redemption price and accrued interest on the Series 2019 Bonds called for redemption on such date, the Paying Agent shall redeem and pay on such date an amount of such Series 2019 Bonds for which such moneys or other available funds are sufficient, selecting the maturities of Series 2019 Bonds to be redeemed and Series 2019 Bonds within a maturity to be redeemed by lot.

SECTION 2.6. Book-Entry System. The Series 2019 Bonds when initially issued shall be registered in the name of Cede & Co., as nominee of DTC. So long as DTC or its nominee is the registered owner of Series 2019 Bonds, individual purchases of beneficial ownership interests in such Series 2019 Bonds may be made only in book-entry form by or through DTC participants, and purchasers of such beneficial ownership interest in Series 2019 Bonds will not receive physical delivery of bond certificates representing the beneficial ownership interests purchased.

So long as DTC or its nominee is the registered owner of Series 2019 Bonds, payments of principal of and premium, if any, and interest on such Series 2019 Bonds will be made by wire transfer to DTC or its nominee, or otherwise as may be agreed upon by the Authority and DTC; DTC or its nominee will, in turn, remit such payments to the DTC participants for subsequent disbursement to the beneficial owners of such Series 2019 Bonds. Transfers of principal, premium, if any, and interest payments to DTC participants will be the responsibility of DTC. Transfers of such payments to beneficial owners of Series 2019 Bonds by DTC participants will be the responsibility of such participants and other nominees of such beneficial owners. Transfers of beneficial ownership interests in the Series 2019 Bonds will be accomplished by book entries made by DTC and, in turn, by the DTC participants and other nominees of the beneficial owners of the Series 2019 Bonds.

So long as DTC or its nominee is the registered owner of Series 2019 Bonds, the Authority shall send to DTC notice of redemption of such Series 2019 Bonds and any other notice required

to be given to registered owners of Series 2019 Bonds pursuant to the Resolution, in the manner and at the times prescribed by the Resolution, except as may be agreed upon by the Authority and DTC.

The Authority shall have no responsibility or obligation to the DTC participants, beneficial owners or other nominees of such beneficial owners for (1) sending transaction statements; (2) maintaining, supervising or reviewing, or the accuracy of, any records maintained by DTC or any DTC participant or other nominees of such beneficial owners; (3) payment or the timeliness of payment by DTC to any DTC participant, or by any DTC participant or other nominees of beneficial owners to any beneficial owner, of any amount due in respect of the principal of or redemption premium, if any, or interest on Series 2019 Bonds; (4) delivery or timely delivery by DTC to any DTC participant, or by any DTC participant or other nominees of beneficial owners to any beneficial owners, of any notice (including notice of redemption) or other communication which is required or permitted under the terms of the Resolution to be given to holders or owners of Series 2019 Bonds; (5) the selection of the beneficial owners to receive payment in the event of any partial redemption of Series 2019 Bonds; or (6) any action taken by DTC or its nominee as the registered owner of the Series 2019 Bonds.

The Authority shall issue certificates (the "Replacement Bonds") directly to the beneficial owners of the Series 2019 Bonds or their nominees, in the event that DTC determines to discontinue providing its services with respect to the Series 2019 Bonds at any time by giving notice to the Authority, and the Authority fails to locate another qualified securities depository to replace DTC. In addition, the Authority shall also issue Replacement Bonds directly to the beneficial owners of the Series 2019 Bonds or their nominees, in the event the Authority discontinues use of DTC at any time upon determination by the Authority, in its sole discretion and without the consent of any other person, in a manner such that beneficial owners of the Series 2019 Bonds shall be able to obtain certificated Series 2019 Bonds.

### ARTICLE III

#### CREATION OF CERTAIN ACCOUNTS; DISBURSEMENT OF PROCEEDS

##### SECTION 3.1. Airport Serial Bond Principal Accounts for Series 2019 Bonds.

(a) Airport Serial Bond Principal Account for Series 2019A Bonds. There is hereby created and established an account in the Airport Bond Fund with respect to the Series 2019A Bonds to be known as the "Airport Serial Bond Principal Account, 2019A" (hereinafter referred to as the "Airport Serial Bond Principal Account, 2019A"). There shall be credited to the Airport Serial Bond Principal Account, 2019A, pursuant to Sections 4.01 and 4.02 of the Resolution the amounts necessary to pay the principal of the Series 2019A Bonds.

(b) Airport Serial Bond Principal Account for Series 2019B Bonds. There is hereby created and established an account in the Airport Bond Fund with respect to the Series 2019B Bonds to be known as the "Airport Serial Bond Principal Account, 2019B" (hereinafter referred to as the "Airport Serial Bond Principal Account, 2019B"). There shall be credited to the

Airport Serial Bond Principal Account, 2019B, pursuant to Sections 4.01 and 4.02 of the Resolution the amounts necessary to pay the principal of the Series 2019B Bonds.

SECTION 3.2. Airport Interest Accounts for Series 2019 Bonds.

(a) Airport Interest Account for Series 2019A Bonds. There is created and established an account in the Airport Bond Fund with respect to the 2019A Bonds to be known as the "Airport Interest Account, 2019A" (hereinafter referred to as the "Airport Interest Account, 2019A"). There shall be credited to the Airport Interest Account, 2019A, pursuant to Sections 4.01 and 4.02 of the Resolution the amounts necessary to pay the interest on the Series 2019A Bonds.

(b) Airport Interest Account for Series 2019B Bonds. There is created and established an account in the Airport Bond Fund with respect to the 2019B Bonds to be known as the "Airport Interest Account, 2019B" (hereinafter referred to as the "Airport Interest Account, 2019B"). There shall be credited to the Airport Interest Account, 2019B, pursuant to Sections 4.01 and 4.02 of the Resolution the amounts necessary to pay the interest on the Series 2019B Bonds.

SECTION 3.3. Airport Term Bond Principal Accounts for Series 2019 Bonds.

(a) Airport Term Bond Principal Account for Series 2019A Bonds. There is hereby created and established an account in the Airport Bond Fund with respect to the Series 2019A Bonds to be known as the "Airport Term Bond Principal Account, 2019A" (hereinafter referred to as the "Airport Term Bond Principal Account, 2019A"). There shall be credited to the Airport Term Bond Principal Account, 2019A, all amounts for the redemption of Series 2019A Bonds pursuant to Section 2.1(a) hereof in accordance with Sections 4.01 and 4.02 of the Resolution.

(b) Airport Term Bond Principal Account for Series 2019B Bonds. There is hereby created and established an account in the Airport Bond Fund with respect to the Series 2019B Bonds to be known as the "Airport Term Bond Principal Account, 2019B" (hereinafter referred to as the "Airport Term Bond Principal Account, 2019B"). There shall be credited to the Airport Term Bond Principal Account, 2019B, all amounts for the redemption of Series 2019B Bonds pursuant to Section 2.1(b) hereof in accordance with Sections 4.01 and 4.02 of the Resolution.

SECTION 3.4. Airport Bond Reserve Accounts for Series 2019 Bonds.

(a) Airport Bond Reserve Account for Series 2019A Bonds. There is hereby created and established an account in the Airport Bond Reserve Fund to be known as the "Airport Bond Reserve Account, 2019A" (hereinafter referred to as the "Airport Bond Reserve Account, 2019A"). There shall be credited to the Airport Bond Reserve Account, 2019A, the amount referred to in the Certificate of Determination.

(b) Airport Bond Reserve Account for Series 2019B Bonds. There is hereby created and established an account in the Airport Bond Reserve Fund to be known as the "Airport Bond Reserve Account, 2019B" (hereinafter referred to as the "Airport Bond Reserve Account, 2019B"). There shall be credited to the Airport Bond Reserve Account, 2019B, the amount referred to in the Certificate of Determination.

(c) The Authority may in a Supplemental Resolution consolidate the Airport Bond Reserve Account, 2019A and the Airport Bond Reserve Account, 2019B into a single account which may then be used to pay principal of and interest on the Series 2019 Bonds and, if provided in such Supplemental Resolution, one or more future Series of Bonds. In such case the "Airport Bond Reserve Fund Requirement" shall mean, with respect to the Series 2019 Bonds and any future Series of Bonds designated in such Supplemental Resolution, the lesser of (i) the greatest amount of principal and interest payable on the Series 2019 Bonds and any such designated future Series of Bonds in the aggregate in the then current or any future Fiscal Year, (ii) 125% of the average annual principal and interest payable on the Series 2019 Bonds and any such designated future Series of Bonds in the aggregate, or (iii) 10% of proceeds of the Series 2019 Bonds and any such designated future Series of Bonds; provided that in no case shall the Authority be required to deposit more than 10% of proceeds of any designated future Series of Bonds to meet the Airport Bond Reserve Fund Requirement.

SECTION 3.5. Construction Accounts for Series 2019 Bonds.

(a) There is hereby created and established an account in the Construction Fund to be known as the "Construction Account, 2019A" (hereinafter referred to as the "Construction Account, 2019A"). There shall be credited to the Construction Account, 2019A, the proceeds of the Series 2019A Bonds and to be applied solely to the Project Costs of the Series 2019 Project as determined by the Designated Financial Officer and set forth in the Certificate of Determination and certain issuance expenses for the Series 2019 Bonds.

(b) There is hereby created and established an account in the Construction Fund to be known as the "Construction Account, 2019B" (hereinafter referred to as the "Construction Account, 2019B"). There shall be credited to the Construction Account, 2019B, the proceeds of the Series 2019B Bonds and to be applied solely to the Project Costs of the Series 2019 Project as determined by the Designated Financial Officer and set forth in the Certificate of Determination and certain issuance expenses for the Series 2019B Bonds.

SECTION 3.6. Construction Interest Accounts for Series 2019 Bonds.

(a) There is hereby created and established an account in the Construction Fund to be known as the "Construction Interest Account, 2019A" (hereinafter referred to as the "Construction Interest Account, 2019A"). There shall be credited to the Construction Interest Account, 2019A, the amount of interest on the Series 2019A Bonds to be provided from the proceeds of the Series 2019A Bonds as determined by the Designated Financial Officer and set forth in the Certificate of Determination. Earnings on amounts on deposit in the Airport Bond Reserve Account, 2019A shall be deposited in the Construction Interest Account, 2019A until completion of the Series 2019 Project.

(b) Construction Interest Account for Series 2019B Bonds. There is hereby created and established an account in the Construction Fund to be known as the "Construction Interest Account, 2019B" (hereinafter referred to as the "Construction Interest Account, 2019B"). There shall be credited to the Construction Interest Account, 2019B, the amount of interest on the Series 2019B Bonds to be provided from the proceeds of the Series 2019B Bonds as determined by the Designated Financial Officer and set forth in the Certificate of Determination. Earnings on

amounts on deposit in the Airport Bond Reserve Account, 2019B shall be deposited in the Construction Interest Account, 2019B until completion of the Series 2019 Project.

SECTION 3.7. Disposition of Proceeds of Series 2019 Bonds and Other Funds. The proceeds of sale of the Series 2019 Bonds, amounts on deposit in the Airport Interest Account, 2004A; Airport Interest Account, 2004C; Airport Term Bond Principal Account, 2004A; Airport Term Bond Principal Account, 2004C; Airport Bond Reserve Account, 2004A; Airport Bond Reserve Account, 2004C; and other available fund of the Authority shall be deposited or applied by the Authority as set forth in the Certificate of Determination.

## ARTICLE IV

### FORM OF SERIES 2019 BONDS

SECTION 4.1. Form of Series 2019 Bonds. The form of Series 2019 Bonds, the form of certificate of authentication thereof, the form of endorsement thereon and the form of assignment pertaining thereto, shall be substantially in the following form, with such necessary or appropriate variations, omissions and deletions therefrom and insertions therein as are incidental to their Series, numbers, denominations, maturities, interest rate or rates, paying agencies, privileges of registration, redemption provisions and other details thereof or as otherwise permitted or required by law or by the Resolution:

**UNITED STATES OF AMERICA  
STATE OF NEW YORK  
NIAGARA FRONTIER TRANSPORTATION AUTHORITY  
AIRPORT REVENUE BOND  
SERIES 2019[A][B]**

NO. R[A][B]

\$ \_\_\_\_\_

Interest Rate

Maturity Date

Bond Date

CUSIP

**REGISTERED OWNER:**

**PRINCIPAL SUM:**

The Niagara Frontier Transportation Authority (hereinafter called the "Authority"), a public benefit corporation organized and existing under the laws of the State of New York, for value received, hereby promises to pay, but solely from the revenues, income and other moneys of the Authority hereinafter specified and not otherwise, to the Registered Owner named above, or registered assigns, on the Maturity Date specified above (subject to the right of prior redemption hereinafter mentioned) the Principal Amount specified above, upon presentation and surrender of this Bond, and to pay interest on such Principal Amount, but solely from such revenues, income and such other moneys of the Authority and not otherwise, from the Interest Payment Date (as hereinafter defined) next preceding the date of authentication hereof to which interest has been paid unless (1) the date of authentication is prior to [first interest payment date] in which event from [bond date], or unless (2) the date of authentication is an Interest Payment Date to which interest has been paid, in which event from the date of authentication, or unless (3) the date of authentication is between the Record Date (as hereinafter defined) and the next Interest Payment Date, in which event from the next Interest Payment Date, until payment of such Principal Sum, at the Interest Rate specified above, such interest being payable [first interest payment date], and semiannually on the first day of [ ] and the first day of [ ] thereafter (each such date being referred to herein as an "Interest Payment Date"). This Bond as to principal and premium will be payable at the principal trust office of the Trustee, registrar and paying agent (the "Registrar and Paying Agent") in its capacity as paying agent hereunder. Interest hereon shall be paid by check or draft mailed by the Registrar and Paying Agent to the Registered Owner hereof at his address as it appears in the books of registry kept pursuant to the Bond Resolution hereinafter mentioned as of the close of business on the fifteenth day of the month (whether or not a business day) next preceding an Interest Payment Date (the "Record Date") or, at the option of the Registered Owner if the aggregate Principal Sum is not less than One Million Dollars (\$1,000,000) by wire transfer in immediately available funds to such Registered Owner upon written notice received by the Registrar and Paying Agent fifteen (15) days prior to the Record Date from such Registered Owner containing the wire transfer address (which shall be in the United States) to which such Registered Owner wishes to have such wire directed. The principal of and interest and premium, if any, on

this Bond is payable in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts.

This Bond is one of an authorized Series of Bonds of like designation herewith aggregating \_\_\_\_\_ Dollars (\$\_\_\_\_\_) in principal amount. This Bond and the Bonds of the Series of Bonds of which it is one are issued under the authority of and pursuant to and in full compliance with the Constitution and statutes of the State of New York, a resolution (hereinafter called the "Bond Resolution") duly adopted by the Board of Commissioners of the Authority under said Constitution and statutes on May 12, 1994, and a Seventh supplemental resolution (hereinafter called the "Series Resolution") duly adopted by the Board of Commissioners of the Authority under said Constitution and statutes and the Bond Resolution on December 20, 2018.

This Bond and the Series of Bonds of which this Bond is one constitute part of a duly authorized issue of Bonds (herein called the "Bonds") issued, or to be issued, by the Authority under the Bond Resolution in order to accomplish any purpose of the Authority. Said issue of Bonds is unlimited as to principal amount except as provided in the Bond Resolution and constitutes or may constitute one or more Series in various principal amounts and of varying denominations, dates, maturities, interest rates and other provisions as provided in the Bond Resolution. All Bonds, including this Bond, issued and to be issued under the Bond Resolution are and will be equally secured by the liens, pledges, charges, assignments and covenants made therein, except as otherwise expressly provided or permitted in the Bond Resolution. Reference is hereby made to the Bond Resolution and the Series Resolution, copies of which are on file in the office of the Authority and the principal office of the Trustee and the aforesaid Registrar and Paying Agent and to all of the provisions of which any holder of this Bond by his acceptance hereof thereby assents, for definitions of term; a description of and the nature and extent of the security for the Bonds issued or to be issued under the Bond Resolution, including this Bond; the Net Airport Revenues of the Authority pledged to the payment of the interest on and principal of the Bonds and the nature and extent and manner of enforcement of such pledge; the terms and conditions upon which this Bond and the Series of which it is one are issued and upon which other Bonds may hereafter be issued under the Bond Resolution payable as to principal, interest and premium on a parity with this Bond out of the aforesaid Net Airport Revenues, income and charges and equally and ratably secured therewith; the conditions upon which the Bond Resolution and the Series Resolution may be amended or supplemented with or without the consent of the holders of the Bonds; the rights and remedies of the holder hereof with respect hereto; the rights, duties and obligations of the Authority under the Bond Resolution and the Series Resolution; the terms and provisions upon which the liens, pledges, charges, assignments and covenants of the Authority made in the Bond Resolution may be discharged at or prior to the maturity or redemption of this Bond, and this Bond thereafter shall no longer be secured by the Bond Resolution or be deemed to be outstanding thereunder, if moneys or certain specified securities shall have been deposited with the Trustee or any paying agent for this Bond sufficient and held in trust solely for the payment hereof; and for the other terms and provisions thereof.

This Bond and the Series of Bonds of which it is one and the issue of Bonds of which such Series is a part and the interest and premium, if any, thereon are payable, on a parity with all bonds hereafter issued under the Bond Resolution, from, and secured equally and ratably with such bonds by, the Net Airport Revenues (as defined in the Bond Resolution) pledged to the payment thereof by the Bond Resolution or Series Resolution. The Bonds shall not in any manner or to any extent



constitute or be a charge upon any moneys or property of the Authority not specifically pledged thereto by the Bond Resolution or Series Resolution. The Authority 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. The Bonds will not constitute a pledge of the faith and credit of the State of New York or of any political subdivision thereof nor shall the Bonds be payable out of funds or properties other than those of the Authority set forth in the Bond Resolution or Series Resolution. The issuance of Bonds 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 the Bonds. The Bonds shall not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction.

[The Bonds of the Series of which this Bond is one maturing on \_\_ 1, \_\_\_\_ and \_\_ 1, \_\_\_\_ shall be subject to redemption prior to their maturity, in part from time to time, from moneys required by the Bond Resolution and the Series Resolution to be credited to an Airport Term Bond Principal Account established for the redemption of the Bonds of such maturity, at a redemption price equal to the principal amount redeemed, together with accrued interest on such principal amount to the date fixed for redemption.]

[The Bonds of the Series of Bonds of which this Bond is one shall be subject to redemption prior to maturity on \_\_ 1, \_\_\_\_, and thereafter at the option of the Authority, as a whole or in part at any time and from time to time in such order of maturity as the Authority shall determine and by lot within a maturity, from any available moneys, other than moneys on credit to any Airport Term Bond Principal Account in the Airport Bond Fund, at redemption prices (expressed as a percentage of the principal amount to be redeemed) set forth below, together under the interest accrued thereon to the date fixed for redemption:

Period During which redeemed <u>(Both Dates Inclusive)</u>	Redemption Premium <u>(Percentage)</u>
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[the applicable redemption premiums shall be inserted here]

[The Bonds of the Series of Bonds of which this Bond is one shall be subject to redemption prior to maturity at the option of the Authority, on \_\_ 1, \_\_\_\_, and thereafter as a whole or in part at any time and from time to time, and if in part by lot, from any available monies, at a redemption price equal to the principal amount thereof together with the interest accrued thereon to the date fixed for redemption.]

The Bonds are subject to redemption, in whole at any time, at a redemption price equal to the principal amount thereof plus accrued interest to the date of redemption, in the event of the destruction or damage to all or substantially all of the Airport, or the condemnation of the Airport.

In the event this Bond shall be subject to prior redemption as aforesaid and is called for redemption, notice of such redemption shall be mailed, by certified or registered mail, at least once not less than thirty (30) days prior to the date fixed for the redemption thereof, to the Registered

Owner of this Bond at his address as shown upon the books of registry. If this Bond is of a denomination in excess of \$5,000, portions of the principal sum hereof in installments of \$5,000 or any multiple thereof may be redeemed, and if less than all of the principal sum hereof is to be redeemed, in such case upon the surrender of this Bond to the aforesaid Registrar and Paying Agent there shall be issued to the Registered Owner hereof, without charge therefor, for the then unredeemed balance of the principal sum hereof, Bonds of like Series, maturity and interest rate in any of the authorized denominations provided by the Bond Resolution and the Series Resolution. If this Bond (or any portion of the principal sum hereof) shall be called for redemption and notice of such redemption duly given as aforesaid, and if on or before the redemption date there shall be deposited with the aforesaid Registrar and Paying Agent sufficient funds to pay the principal amount hereof to be redeemed and the interest accrued on such principal amount to the date of redemption and any premium payable upon such redemption, this Bond (or the portion of the principal sum hereof to be redeemed) shall become due and payable upon such redemption date and interest shall cease to accrue and become payable from and after the redemption date on the principal amount hereof to be redeemed.

The Bonds of the Series of Bonds of which this Bond is one are issuable as fully registered Bonds in the denomination of \$5,000 or any multiple thereof. Subject to the limitations and upon payment of the charges, if any, provided in the Bond Resolution and the Series Resolution, Bonds may be exchanged for a like aggregate principal amount of Bonds in authorized denominations of the same Series, interest rate and maturity.

This Bond is transferable by the Registered Owner hereof, in person or by his attorney duly authorized in writing, at the principal office of the aforesaid Registrar and Paying Agent, but only in the manner, subject to the limitations and upon payment of the charges, if any, provided in the Bond Resolution and the Series Resolution and upon the surrender hereof for cancellation. Upon such transfer a new registered Bond or Bonds, of authorized denominations and of the same aggregate principal amount, Series, interest rate and maturity as the Bond surrendered, will be issued to the transferee in exchange therefor.

No transfer or exchange of Bonds shall be required to be made after the Record Date, nor during the forty-five (45) days next preceding the date fixed for redemption of such Bonds.

This Bond shall not be entitled to any benefit under the Bond Resolution or become valid or obligatory for any purpose until it shall have been authenticated by the Registrar and Paying Agent by its execution of the certificate of authentication endorsed hereon.

It is hereby certified, recited and declared that all acts, conditions and things required by the Constitution and laws of the State of New York and the Bond Resolution and the Series Resolution to have happened, to exist and to have been performed precedent to and in the issuance of this Bond and the Series of which it is a part, do exist, have happened and have been performed in regular and due time, form and manner as required by said Constitution, laws and Resolutions; that this Bond and the Series of which it is a part do not exceed any constitutional, statutory or charter limitation of indebtedness; and that provision has been made for the payment of the principal of and interest on this Bond and the Series of which it is a part as provided in the Bond Resolution.

IN WITNESS WHEREOF, NIAGARA FRONTIER TRANSPORTATION AUTHORITY has caused this Bond to be executed by the Chair by his manual signature or a facsimile of his signature, to bear a facsimile of its corporate seal attested by the Secretary of the Authority by his manual signature or a facsimile of his signature, and this Bond to be dated as of the date set forth above.

NIAGARA FRONTIER TRANSPORTATION  
AUTHORITY

(SEAL)

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Secretary

#### CERTIFICATE OF AUTHENTICATION

This Bond is one of the Niagara Frontier Transportation Authority Airport Revenue Bonds, Series 2019[A][B] described in the within-mentioned Bond Resolution and Series Resolution.

Date of Authentication:

\_\_\_\_\_  
Registrar and Paying Agent

\_\_\_\_\_  
Authorized Signature

**[FORM OF ASSIGNMENT]**

For value received, the undersigned hereby sells, assigns and transfers unto

PLEASE INSERT SOCIAL  
SECURITY OR OTHER TAX  
IDENTIFYING NUMBER OF ASSIGNEE:

the within-mentioned Bond and hereby irrevocably constitutes and appoints \_\_\_\_\_

attorney-in fact, to transfer the same on the books of registry in the office of the within-mentioned Registrar with full power of substitution in the premises.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Registered Owner

NOTE: The signature to this assignment must correspond with the name as written on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature Guaranteed:

\_\_\_\_\_

NOTE: Signature(s) must be guaranteed by a member firm of The New York Stock Exchange, Inc. or a commercial bank or trust company.

## ARTICLE V

### APPROVAL OF SALE AND DOCUMENTS; OTHER MATTERS

SECTION 5.1. Execution and Delivery of the Contract of Purchase. The Board hereby authorizes and approves the preparation, entering into and the execution and delivery by the Chair or Vice Chair of the Board or the Executive Director of the Authority of a Contract of Purchase, between the Authority and J.P. Morgan Securities LLC, as representative of the purchasers, in such form as the Chair or Vice Chair of the Board or the Executive Director of the Authority shall approve upon the advice of counsel, such approval to be conclusively evidenced by the execution thereof, under which said purchasers shall agree to purchase the Series 2019 Bonds under the terms provided therein. The Board hereby further ratifies, validates, confirms and approves said Contract of Purchase and the terms, conditions and provisions thereof.

SECTION 5.2. Preliminary and Final Official Statements. (a) The Board hereby authorizes and approves the preparation of a preliminary official statement, in such form as the Designated Financial Officer or the Executive Director of the Authority shall approve upon the advice of counsel, and the use of such preliminary official statement and final official statement by the purchasers in effecting sales of the Series 2019 Bonds.

(b) The Board hereby approves and ratifies the preparation and distribution of a final official statement relating to the Series 2019 Bonds in the form of the preliminary official statement together with such changes as the Designated Financial Officer or the Executive Director of the Authority shall approve upon the advice of counsel and authorizes (a) the execution by the Chair or Vice Chair of the Board or the Executive Director of the Authority of such final official statement, (b) the delivery of such final official statement as so executed to the purchaser of the Series 2019 Bonds, and (c) the use of such final official statement by the purchaser in effecting sales of the Series 2019 Bonds.

SECTION 5.3. Execution and Delivery of Agreements. The Chair or Vice Chair and the Secretary of the Board, the Executive Director of the Authority or the Designated Financial Officer are hereby authorized for and on behalf of the Authority to execute and deliver such agreements and certificates and give such directions as shall be necessary to carry out the provisions of this Supplemental Resolution, including, but not limited to, the DTC letter of representation, arbitrage certificate and other closing documents.

SECTION 5.4. Special Covenants with Respect to Federal Tax Status of Series 2019 Bonds. So long as any of the Series 2019 Bonds shall be Outstanding, the Authority shall comply with all applicable provisions of Sections 103 and 141-150 of the Internal Revenue Code of 1986, as amended and all applicable regulations of the Internal Revenue Service proposed and promulgated thereunder.

SECTION 5.5. Certificate of Determination. The Designated Financial Officer is hereby authorized and directed to determine and set forth in the Certificate of Determination the terms and provisions of the Series 2019 Bonds as set forth herein; provided, that the aggregate principal amount of the Series 2019 Bonds shall not exceed One Hundred Ten Million Dollars

(\$110,000,000), no maturity shall be more than thirty (30) years from the date of issuance the Series 2019 Bonds, with respect to each maturity of the Series 2019 Bonds, no interest rate per annum shall exceed the maximum interest rate permitted by law or be at a rate per annum in excess of 8% per annum with respect to the Series 2019 Bonds, no amount of original issue discount shall exceed 10% of the principal amount of a maturity and no amount of premium shall exceed 20% of the principal amount of a maturity and the Series 2019 Bonds shall be sold to the underwriters for an aggregate price (excluding original issue discount) of not less than 99.5% of the principal amount thereof.

SECTION 5.6. Execution and Delivery of the Continuing Disclosure Agreement.

The Board hereby authorizes and approves the preparation of, and entering into and the execution and delivery by, the Chair or Vice Chair of the Board or the Executive Director of the Authority a Continuing Disclosure Agreement between the Authority and the Trustee, in such form as the Chair or Vice Chair of the Board or the Executive Director of the Authority shall approve upon the advice of counsel, such approval to be conclusively evidenced by the execution thereof. The Board hereby further ratifies, validates, confirms and approves the Continuing Disclosure Agreement and the terms, provisions and conditions thereof. The Authority covenants with the holders from time to time of the Series 2019 Bonds that it will, and hereby authorizes the appropriate officers and employees of the Authority to take all action necessary or appropriate to, comply with and carry out all of the provisions of the Continuing Disclosure Agreement as amended from time to time. Notwithstanding any other provision of the Resolution, failure of the Authority or the Trustee to perform in accordance with the Continuing Disclosure Agreement shall not constitute a default or an Event of Default under the Resolution, and the rights and remedies provided by the Resolution upon the occurrence of such a default or an Event of Default shall not apply to any such failure, but the Continuing Disclosure Agreement may be enforced only as provided therein.

SECTION 5.7. Swap Termination. The Designated Financial Officer is authorized to terminate the Series 2004A Swap and the Series 2004C Swap, establish the Series 2004A Swap Termination Payment and the Series 2004C Swap Termination Payment in the Certificate of Determination and pay the Series 2004A Swap Termination Payment and the Series 2004C Swap Termination Payment to or at the direction of the Swap Counterparty.

SECTION 5.8. Bond Insurance. The Designated Financial Officer is authorized to obtain, and pay the required premium for, a bond insurance policy in order to guarantee payment of all or a portion of the principal of and interest on the Series 2019 Bonds as the same become due and payable. The Designated Financial Officer is authorized to agree to such terms, provisions and additional covenants as may be necessary to obtain such bond insurance policy, which terms, provisions and additional covenants shall be included in the Certificate of Determination.

SECTION 5.9. Refunding of the Series 2004A Bonds and Series 2004C Bonds. The Board hereby authorizes and approves (a) the refunding of the outstanding Series 2004A Bonds and Series 2004C Bonds (the "Refunded Bonds") and the redemption thereof set forth in the Certificate of Determination (the "Redemption Date") at a redemption price equal to the principal amounts thereof, plus interest accrued thereon to the date fixed for redemption, (b) the entering into and the execution and delivery by the Designated Financial Officer of an escrow deposit agreement (the "Escrow Agreement") providing for the irrevocable deposit and investment of a

portion of certain designated proceeds of the Series 2019 Bonds and other available funds designated by the Designated Financial Officer in such Escrow Agreement, in the form presented to the meeting at which this resolution is adopted, together with such changes as the officer of the Designated Financial Officer shall approve upon the advice of counsel, such approval to be conclusively evidenced by their execution thereof, (c) the purchase by or at the direction of the Designated Financial Officer of Government Securities, in the amounts and subject to the limitations, set forth in the Escrow Agreement, which Government Securities shall mature as to principal and interest in such amounts and at such times as will ensure the availability of sufficient moneys to pay the principal of the Refunded Bonds on, and interest on the Refunded Bonds to, the Redemption Date, and (d) the retention of an Accountant by the Designated Financial Officer to provide a Verification. The Board hereby further ratifies, validates, confirms and approves such escrow deposit agreement and the terms, provisions and conditions thereof.

SECTION 5.10. Findings and Determinations. The Board hereby finds, determines and declares: all provisions and conditions of the Resolution and of other applicable law have been complied with in the issuance under the Resolution of the Series 2019 Bonds.

The Board hereby further finds, determines and declares that this resolution (1) supplements the Resolution; (2) constitutes and is a “Supplemental Resolution” within the meaning of the quoted words as defined and used in the Resolution; and (3) is adopted pursuant to and under the authority of the Resolution.

The Board hereby further finds, determines and declares that the Series 2019 Bonds are to be issued under the Resolution and to constitute and be “Bonds” within the meaning of the quoted word as defined and used in the Resolution. As more fully set forth in the Resolution, the Series 2019 Bonds: (i) shall be entitled to the benefits, security and protection of the Resolution, equally and ratably with one another and with any other Bonds hereafter issued thereunder; (ii) shall be payable as provided in the Resolution solely from Net Airport Revenues on a parity with one another and with all Bonds heretofore or hereafter issued under the Resolution; (iii) shall be equally and ratably secured under the Resolution with one another and with all Bonds heretofore or hereafter issued thereunder, without priority by reason of Series, number, date of adoption of the Supplemental Resolution providing for the issuance thereof, date of Bonds, date of sale, date of execution, date of issuance, date of delivery, or otherwise, by the liens, pledges, charges and assignments created by the Resolution.

The Board hereby further finds, determines and declares: there does not exist an “Event of Default” as defined in Section 7.01 of the Resolution, nor does there exist any condition which, after the passage of time, would constitute, under such section, an “Event of Default” .

SECTION 5.11. Laws Governing; Severability. This Supplemental Resolution shall be construed and enforced in accordance with the Constitution and laws of the State of New York.

If any provision of this Supplemental Resolution shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or

unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever.

The invalidity of any one or more phrases, sentences, clauses, paragraphs or sections in this resolution shall not affect the remaining portions of this resolution or any part thereof or of the Series 2019 Bonds issued hereunder.

SECTION 5.12. Section Headings; Table of Contents. The headings or titles of the several sections hereof, and any table of contents appended hereto or to copies hereof, shall be solely for convenience of reference and shall not affect the meaning or construction, interpretation or effect of this Supplemental Resolution.

SECTION 5.13. Limitation on Issuance Expenses Payable from Proceeds of Series 2019A Bonds. Issuance expenses of the Series 2019A Bonds which are paid from the proceeds thereof shall not exceed 2% of the proceeds of such Series 2019A Bonds.

SECTION 5.14. Designated Financial Officer. The Chief Financial Officer of the Authority is hereby designated to serve as the Designated Financial Officer for all purposes of the Resolution.

SECTION 5.15. Appointment of Registrar and Paying Agent for the Series 2019 Bonds. The Trustee is hereby appointed as the Registrar and Paying Agent for the Series 2019 Bonds.

SECTION 5.16. Effective Date of This Resolution. This Supplemental Resolution shall become effective upon its adoption.



CERTIFICATE OF DETERMINATION

The undersigned Designated Financial Officer hereby certifies in accordance with the Seventh Supplemental Resolution, adopted by the Authority on December 20, 2018 (the "Supplemental Resolution") as follows:

(1) The Series 2019A Bonds shall be issued in the total principal amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), and shall bear interest at the rates per annum, have such public offering prices and mature on April 1 in each of the years and in the principal amounts as follows:

<u>Maturity</u>	<u>Principal Amount</u>	<u>Coupon</u>	<u>Yield</u>	<u>Price</u>
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(2) The Series 2019A Bonds maturing \_\_\_\_\_ shall be redeemed by sinking fund installments which shall be accumulated in the Airport Bond Fund in amounts sufficient to redeem on April 1 of each year the principal amount of such Series 2019A Bonds specified for the year set forth below:

<u>Year</u>	<u>Principal Amount</u>
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(3) At the option of the Authority, the Series 2019A Bonds maturing April 1, \_\_\_\_\_, shall be subject to redemption prior to maturity on April 1, \_\_\_\_\_ and thereafter, as a whole or in part at any time and from time to time in such order of maturity as the Authority shall determine and by lot within a maturity, from any available moneys, other than moneys on credit to any Airport Term Bond Principal Account in the Airport Bond Fund, upon notice in accordance with and as provided in Section 2.10 of the Resolution, at the redemption prices with respect to each Series 2019A Bond (expressed as percentages of the principal amount of each Series 2019A Bond to be redeemed) set forth below, together with the interest accrued thereon to the date fixed for redemption:

<u>Period During Which Redeemed</u> <u>(Both Dates Inclusive)</u>	<u>Redemption</u> <u>Prices</u>
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(4) The Series 2019B Bonds shall be issued in the total principal amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), and shall bear interest at the rates per annum, have such public offering prices and mature on April 1 in each of the years and in the principal amounts as follows:

<u>Maturity</u>	<u>Principal Amount</u>	<u>Coupon</u>	<u>Yield</u>	<u>Price</u>
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(5) The Series 2019B Bonds maturing \_\_\_\_\_ shall be redeemed by sinking fund installments which shall be accumulated in the Airport Bond Fund in amounts sufficient to redeem on April 1 of each year the principal amount of such Series 2019B Bonds specified for the year set forth below:

<u>Year</u>	<u>Principal Amount</u>
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(6) At the option of the Authority, the Series 2019B Bonds maturing \_\_ \_\_, \_\_, shall be subject to redemption prior to maturity on \_\_ 1, \_\_ and thereafter, as a whole or in part at any time and from time to time in such order of maturity as the Authority shall determine and by lot within a maturity, from any available moneys, other than moneys on credit to any Airport Term Bond Principal Account in the Airport Bond Fund, upon notice in accordance with and as provided in Section 2.10 of the Resolution, at the redemption prices with respect to each Series 2019B Bond (expressed as percentages of the principal amount of each Series 2019B Bond to be redeemed) set forth below, together with the interest accrued thereon to the date fixed for redemption:

<u>Period During Which Redeemed</u> <u>(Both Dates Inclusive)</u>	<u>Redemption Prices</u>
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(7) The Series 2004A Swap Termination Payment shall be \$\_\_\_\_\_.

(8) The Series 2004C Swap Termination Payment shall be \$\_\_\_\_\_.

(9) Proceeds of the Series 2019A Bonds shall be applied as follows:

(a) \$\_\_\_\_\_ shall be deposited with the Trustee to redeem the Series 2004A Bonds on \_\_\_\_, 2019.

(b) \$\_\_\_\_\_ representing the Series 2004A Swap Termination Payment shall be paid to or at the direction of the Swap Counterparty.

(c) \$\_\_\_\_\_ shall be deposited in the Construction Account, 2019A.

(d) \$\_\_\_\_\_ shall be deposited in the Construction Interest Account, 2019A.

(e) \$\_\_\_\_\_ shall be deposited in the Airport Bond Reserve Account, 2019A.

(10) Proceeds of the Series 2019B Bonds shall be applied as follows:

(a) \$\_\_\_\_\_ shall be deposited with the Trustee to redeem the Series 2004C Bonds on \_\_\_\_, 2019.

(b) \$\_\_\_\_\_ representing the Series 2004C Swap Termination Payment shall be paid to or at the direction of the Swap Counterparty.

(c) \$\_\_\_\_\_ shall be deposited in the Construction Account, 2019B.

(d) \$\_\_\_\_\_ shall be deposited in the Construction Interest Account, 2019B.

(e) \$\_\_\_\_\_ shall be deposited in the Airport Bond Reserve Account, 2019B.

(11) Other fund of the Authority shall be applied as follows:

(a) \$\_\_\_\_\_ on deposit in the Airport Interest Account, 2004A shall be deposited with the Trustee in connection with the refunding of the Series 2004A Bonds.

(b) \$\_\_\_\_\_ on deposit in the Airport Interest Account, 2004C shall be deposited with the Trustee in connection with the refunding of the Series 2004C Bonds.

(c) \$\_\_\_\_\_ on deposit in the Airport Term Bond Principal Account, 2004A shall be deposited with the Trustee in connection with the refunding of the Series 2004A Bonds.

(d) \$\_\_\_\_\_ on deposit in the Airport Term Bond Principal Account, 2004C shall be deposited with the Trustee in connection with the refunding of the Series 2004C Bonds.

(e) \$\_\_\_\_\_ on deposit in the Airport Bond Reserve Account, 2004A [shall be deposited with the Trustee in connection with the refunding of the Series 2004A Bonds][shall be transferred and deposited in the Airport Bond Reserve Account, 2019A].

(f) \$\_\_\_\_\_ on deposit on the Airport Bond Reserve Account, 2004C[shall be deposited with the Trustee in connection with the refunding of the Series 2004C Bonds][shall be transferred and deposited in the Airport Bond Reserve Account, 2019B].

(12) The initial Interest Payment Date shall be [\_\_\_\_\_, 2019].

(13) The dated date of the Series 2019 Bonds shall be [\_\_\_\_\_, 2019].

(14) I hereby find and determine that no Event of Default (as defined in Section 7.01 of the Resolution) exists under the Resolution.

All terms not otherwise defined herein shall have the meanings set forth in the Supplemental Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Designated Financial Officer

**AVIATION:**

**3. C. (2) Authorization for Agreement, Independent Taxi Association, Exclusive Taxicab Service, BNIA**

**RECOMMENDATION:** Staff recommends that the Board authorize a one-year Agreement with Independent Taxi Association (ITA) to provide exclusive taxi services at the Buffalo Niagara International Airport (BNIA) and the leasing of the taxicab administration building adjacent to the terminal with four one-year renewals at the sole discretion of the NFTA. The estimated compensation to the NFTA over the five-year term is as follows:

<u>Contract Year</u>	<u>Flat Fee</u>	<u>Fee Per</u>		<u>Total</u>
		<u>Deplanement</u>	<u>Building Rent</u>	
1 <sup>st</sup> year (2019)	\$700,000.00	\$0.010	\$15,092.28	\$740,092.28
2 <sup>nd</sup> year (2020)	\$705,000.00	\$0.012	\$15,394.13	\$750,394.13
3 <sup>rd</sup> year (2021)	\$710,000.00	\$0.014	\$15,702.01	\$760,702.01
4 <sup>th</sup> year (2022)	\$715,000.00	\$0.016	\$16,016.05	\$771,016.05
5 <sup>th</sup> year (2023)	\$720,000.00	\$0.018	\$16,336.37	\$781,336.37

Deplanements were estimated at 2,500,000 each contract year.

Building rent increases 2% annually on the anniversary date of the contract.

**INFORMATION:** BNIA serves as the primary airport in Western New York accommodating approximately five million annual passengers. Taxi services provide an important role in transporting patrons to desired destinations. Aviation staff, together with the NFTA Procurement Department, issued Request for Proposals No. 4829 for exclusive taxi services at BNIA commencing January 1, 2019 through December 31, 2023 (including renewals). Proponents were required to meet certain minimum standards including vehicle availability, vehicle age/condition, driver appearance, and starter services.

The NFTA evaluation team consisting of members from BNIA Administration, BNIA Marketing, BNIA Customer Service, NFTA Legal, and NFTA Procurement Departments evaluated the proposals taking into consideration:

- Compensation to the NFTA,
- Compliance with requirements, and
- Qualifications and experience.

The team ranked ITA as the highest of the proposals submitted. ITA is the incumbent taxi service provider at BNIA and they have provided superior, reliable service throughout their tenure.

**FUNDING:** No funding is required.

**“RESOLVED**, that the Board hereby authorizes an Agreement with Independent Taxi Association for exclusive taxi cab services and the leasing of the taxicab administration building adjacent to the terminal at the Buffalo Niagara International Airport, as described above; and

**BE IT FURTHER RESOLVED**, that the Executive Director, her designee and/or the Chair, be, and hereby are, authorized to execute and deliver an Agreement with Independent Taxi Association for exclusive taxi cab services and the leasing of the taxicab administration building adjacent to the terminal at the Buffalo Niagara International Airport, as described above; and

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

**AVIATION:**

3. C. (3) **Authorization for Agreement, SNORAC, LLC and The Hertz Corporation, Car Rental Concessions, NFIA**

**RECOMMENDATION:** Staff recommends that the Board authorize an Agreement with SNORAC, LLC (SNORAC) and The Hertz Corporation (Hertz) for the operation of car rental concessions at Niagara Falls International Airport (NFIA) for an initial term of three years with two one-year renewal options at the discretion of the NFTA effective January 1, 2019. Staff further recommends that the Board authorize the Agreement as a standard rental car concession agreement which will allow the NFTA to enter into concession contracts with other qualified car rental companies that desire to commence operation of a car rental concession at NFIA.

**INFORMATION:** The NFTA issued Request for Proposals (RFP) No. 4831 for operation of Car Rental Concessions at NFIA. The NFTA received responsive proposals from SNORAC and Hertz and the review team deemed both respondents qualified to meet the performance and financial requirements set forth in the RFP. SNORAC has been operating its Enterprise Rent-A-Car brand and Alamo Rent-A-Car brand at NFIA for over five years. SNORAC will continue to operate both of its brands during the term of the Agreement. Hertz has also been operating at NFIA for over five years. SNORAC and Hertz will operate their rental concessions on a non-exclusive use basis from the rental car counter located on the first floor of the terminal building and will have the preferential use of approximately 74 parking spots in the employee lot adjacent to the terminal building. The allocation of parking spaces between SNORAC and Hertz will be based upon the market share per brand for 2018. The Agreement provides for the payment of a concession fee of 10% of gross revenue and a monthly ready/return parking space fee of \$20.00, \$25.00, \$30.00, \$35.00, and \$40.00 per parking spot for the first contract year through the fifth contract year respectively.

**FUNDING:** No funding is required.

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

**“RESOLVED**, that the Board hereby authorizes an Agreement with SNORAC, LLC and The Hertz Corporation for car rental concessions at the Niagara Falls International Airport, as described above; and

**BE IT FURTHER RESOLVED**, that the Board hereby authorizes the execution and delivery of an Agreement with SNORAC, LLC and The Hertz Corporation, which will contain a provision that permits the NFTA to enter into concession contracts with other qualified car rental companies that desire to commence operation of a car rental concession at NFIA, as described above; and

**BE IT FURTHER RESOLVED**, that the Executive Director, her designee and/or the Chair, be, and hereby are, authorized to execute and deliver an Agreement with SNORAC, LLC and The Hertz Corporation for car rental concessions at the Niagara Falls International Airport, as described above; and

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

**AYES: ROCHE, DEMAKOS, DURAND, AUL, HUGHES, WILCOX**

**ABSTENTION: BAYNES**

**NOES: NONE**



**AVIATION:**

3. C. (4) **Authorization for Agreement, Calspan Air Services, LLC, Fixed Base Operator Services, NFTA (NFIA)**

**RECOMMENDATION:** Staff recommends that the Board authorize an Agreement with Calspan Air Services, LLC (Calspan) for the provision of fixed base operator (FBO) services at the Niagara Falls International Airport (NFIA) for a term of 10 years and one month under the terms and conditions set forth herein, commencing December 1, 2018 and terminating December 31, 2028.

**INFORMATION:** The Niagara Frontier Transportation Authority (NFTA) issued a Request for Proposals No. 4817 for the operation of a full service FBO at NFIA. The NFTA received one responsive proposal in response to its solicitation. The responsive proposal was from the incumbent provider, Calspan. Calspan's proposal was reviewed in detail by staff from NFIA Administration, NFIA Legal, and NFTA Procurement. Staff and Calspan negotiated the terms set forth herein.

Calspan will pay the NFTA for the leasing of facilities and the provision of FBO services a fixed rent of (1) \$6,250 for the month of December 1, 2018, (2) \$75,000 per year for the five-year period from January 1, 2019 through December 31, 2023, payable monthly, and (3) \$76,500 per year for the five-year period from January 1, 2024 through December 31, 2028, payable monthly. Calspan will also pay additional rent to the NFTA in the amount of 2.5% of FBO revenues that exceed \$3.5 million. Calspan will be responsible for the collecting and remitting general aviation landing and parking fees set by the NFTA and will retain 30% of those fees. In addition, Calspan will be responsible for the management of the west end general aviation hangar tenants and the collection and remittance of those tenants' rents. Calspan will retain 30% of the west end hangar rents as compensation for the provision of those services. Calspan will be responsible for the day to day operation of the fuel farm and shall collect and remit the flowage fee in its entirety to the NFTA as a straight pass through.

Calspan will invest a minimum of \$100,000 on various infrastructure and facility improvements over the term of the Agreement. Additionally, Calspan will undertake a marketing program and allocate a minimum of \$100,000 over the term of the Agreement for its marketing program.

Calspan will lease the FBO facilities consisting of Hangar A/Office, Hangar B, and certain portions of the vehicle garage. Calspan will have the use of certain ramp space associated with Hangars A and B for use by its FBO customers and for itinerant general aviation aircraft. Calspan will be required to provide the services set forth in the NFTA's Minimum Standards for FBOs including the provision of ground support services to the commercial air carriers at the terminal. The term of the Agreement is 10 years and one month. The additional one month that is added to the term is to accommodate Calspan's desire to have the contract year run on a calendar year basis.

As the incumbent operator, Calspan has the proven experience to meet and in some instances exceed the NFTA's Minimum Standards for fixed base operators. Calspan has provided FBO services at NFIA over the last five years. Calspan's experience includes fueling, ramp assistance, aircraft maintenance, loading and unloading of equipment, as well customer service to these clients. Calspan became a FAA certified Part 145 repair station during the term of its last contract with the NFTA. This certification allows Calspan to provide a full complement of commercial maintenance and enhances FBO services.

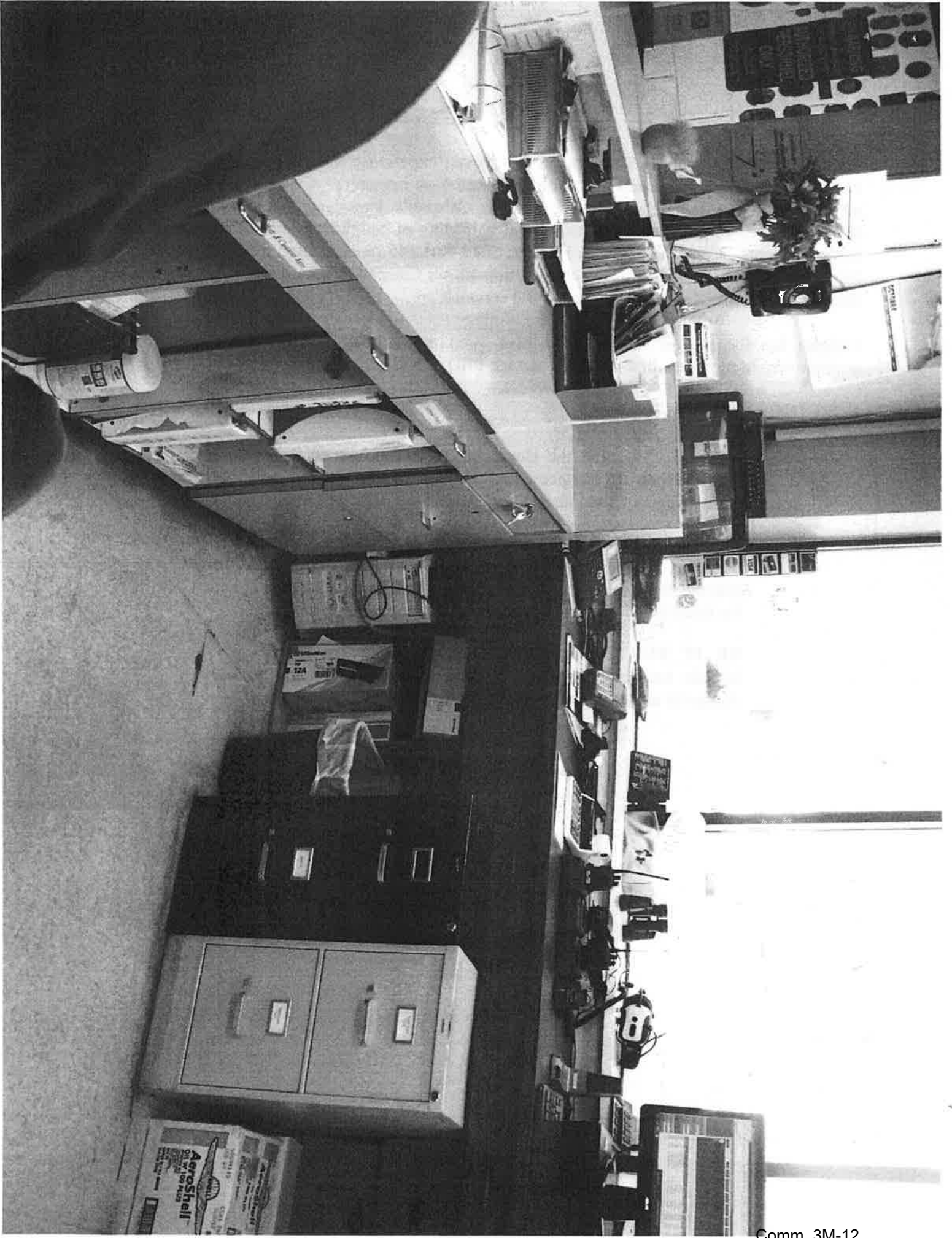
Calspan has the proven technical expertise, premier customer service, and the community commitment to provide a first-class full service FBO at NFIA.

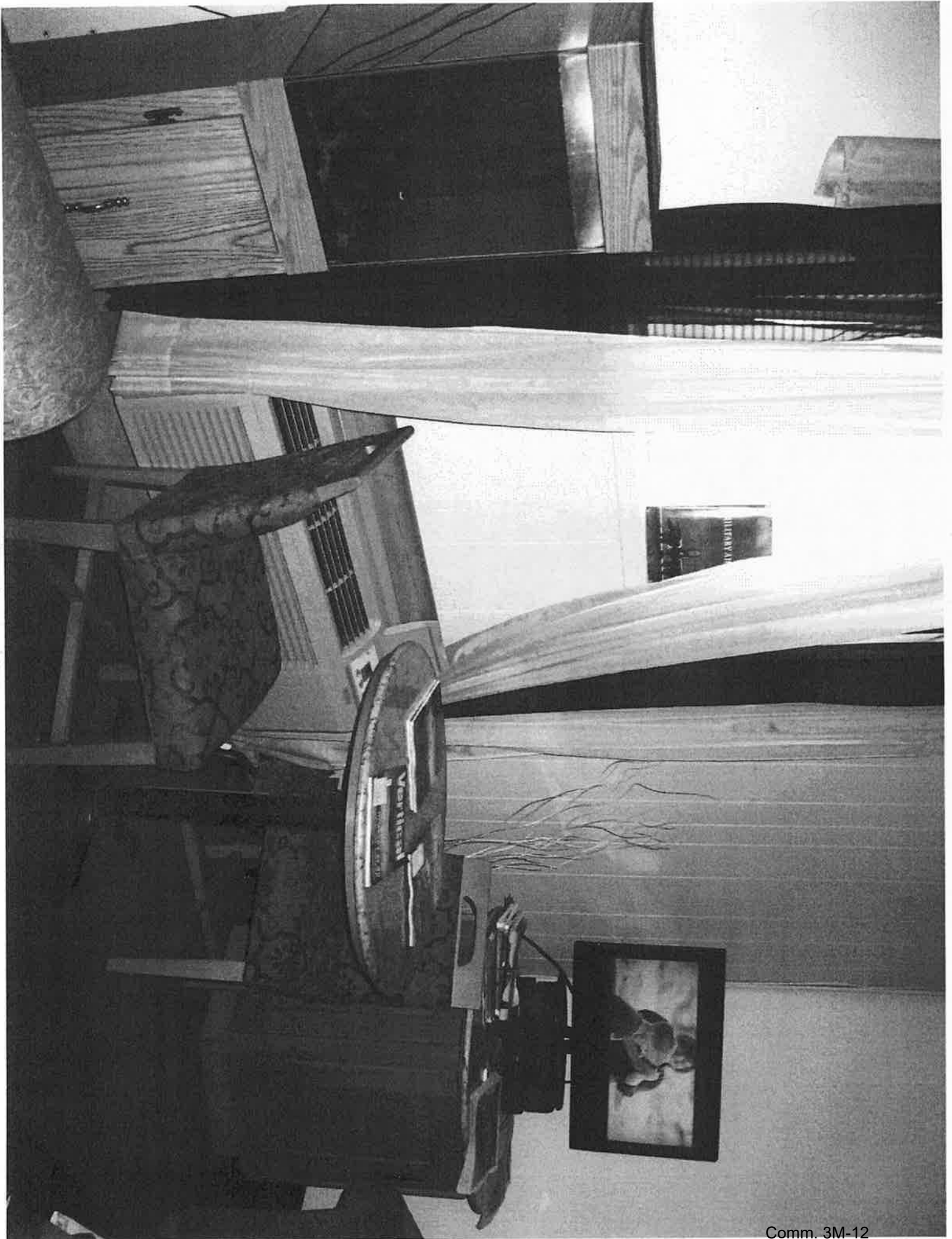
**FUNDING:** No funding required.

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

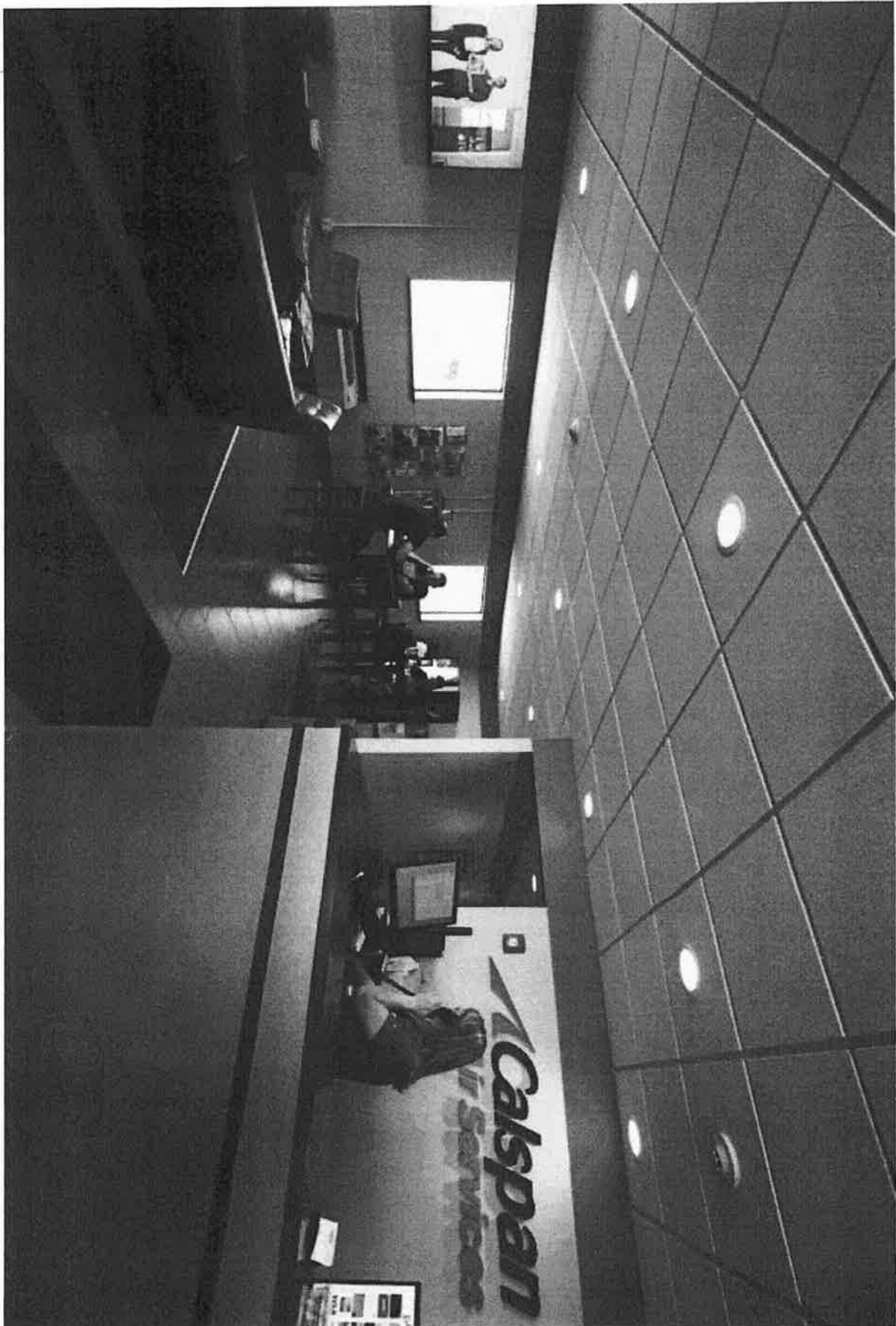
**BE IT FURTHER RESOLVED,** that the Executive Director, her designee and/or the Chair, be, and hereby are, authorized to execute and deliver an Agreement with Calspan Air Services, LLC for fixed based operator services, as described above; and

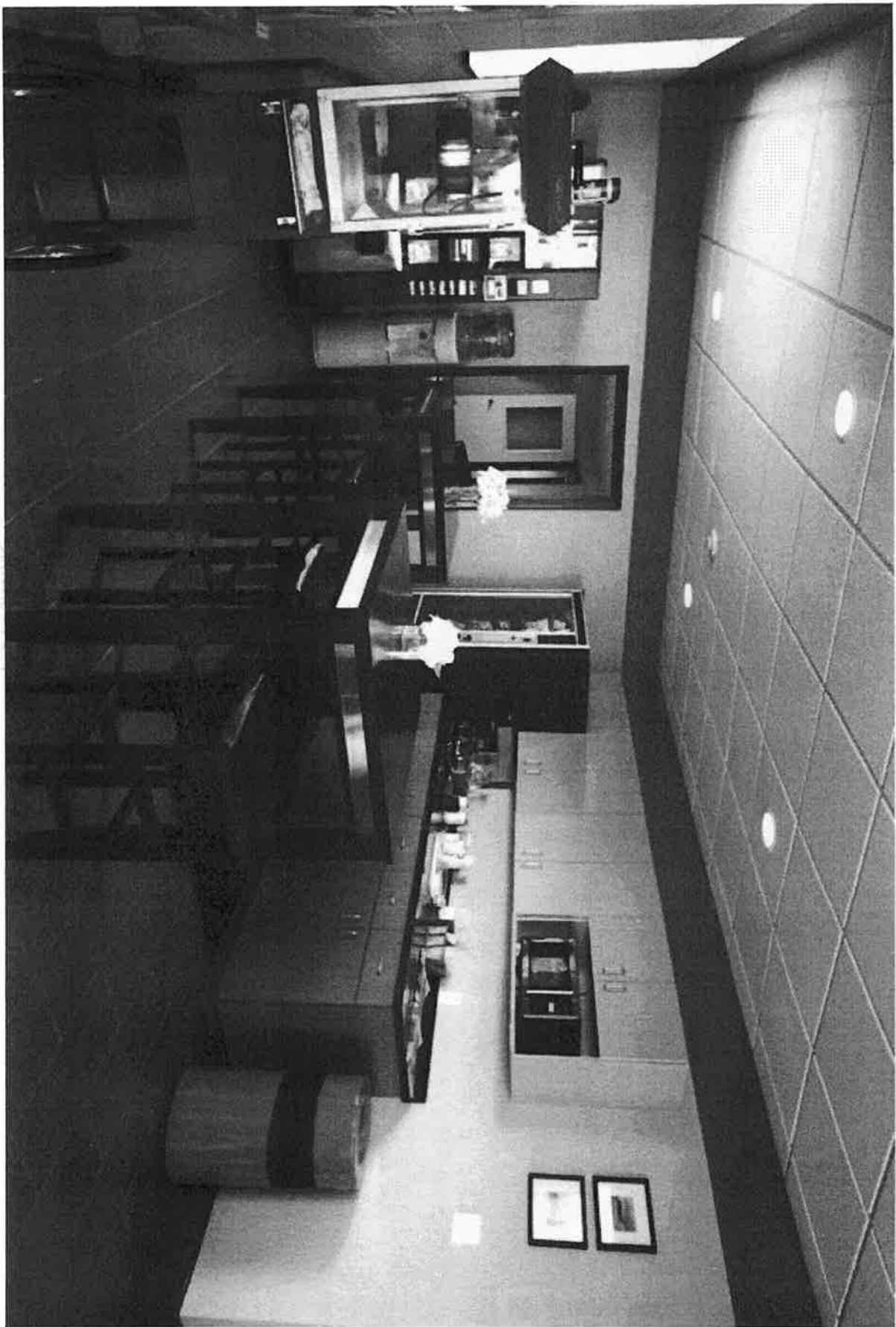
**BE IT FURTHER RESOLVED,** that said Agreement may include such additional terms, conditions and safeguards to the Authority as deemed appropriate by the General Counsel.”















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

**Surface Transportation Resolutions**

1. Adoption of New Corporate Pass Program, Metro
2. Authorization for Supplemental Agreement No. 03, Louis T. Klauder and Associates, Design Support and Construction Monitoring Services, Fare Collection System Upgrade, Metro
3. Authorization for Procurement, Hitachi Rail USA, Railcar Door Operators and Door Operator Replacement Parts, Metro

**SURFACE:**

4. C. (i) **Niagara Frontier Transportation Authority, Acceptance of Surface Transportation Resolutions 4. C. (2) through 4. C. (3)**

The Executive Director advised that Items 4. C. (2) through 4. C. (3) have been discussed with the Board of Commissioners of the NFTA, and the Board is unanimously in favor of all subject Resolutions.

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

“**RESOLVED**, that the Resolutions of the Niagara Frontier Transportation Authority, identified as numbers 4. C. (2) through 4. C. (3) and dated December 20, 2018 as set forth herein, be and hereby are accepted and approved in their entirety.

**AYES: ROCHE, DEMAKOS, DURAND, AUL, BAYNES, HUGHES, WILCOX**

**NOES: NONE**

**ADOPTED**

**SURFACE:**

4. C. (1) **Adoption of New Corporate Pass Program, Metro**

**RECOMMENDATION:** Staff recommends that the Board approve the adoption of the Corporate Pass Pilot Program as a Niagara Frontier Transit Metro System, Inc. (Metro) base transit pass program to provide incentives for employers to offer transit passes to their employees.

**INFORMATION:** Due to the desire to increase ridership through engaging major employers in the area, the bulk pass discount program (corporate pass program) pilot was initiated in 2017. The corporate pass program's intent to increase ridership, enhance Metro Perk, and strengthen relationships within the business community is becoming a reality, based on the results of the corporate pass pilot program, where pass sales have grown to over 500 per month. The program has introduced three major partners to group sales including M&T Bank, Kaleida Health and the Buffalo Niagara Medical Campus Inc., which operates as an "umbrella organization" for medical campus employees and UB Medical School staff. Several large institutions continue to express interest in this program, creating new opportunities to pursue.

The subsidy provided by Metro to the employer will remain \$10.00 per transit pass, and the minimum subsidy from the employer to its employee will continue to be a minimum of \$10.00 per transit pass, with the option for the employer to further subsidize the pass. Enrollment in this program will continue to require the purchase of at least 25 monthly passes, with smaller employers able to enroll through an umbrella organization. All individuals are required to enroll in Metro Perk to gain transit pre-tax, except for those falling under umbrella organizations.

Staff recommends that the Board authorize the adoption of the corporate pass program as an ongoing, long-term Metro program to continue establishing relationships with the business community and strengthening ridership.

**FUNDING:** No funding is required.

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

**"RESOLVED,** that the Board hereby authorizes the adoption of the Corporate Pass Program as an ongoing, long-term Niagara Frontier Transit Metro System, Inc. transit pass program, as described above."

**AYES:** ROCHE, DEMAKOS, DURAND, BAYNES, HUGHES, WILCOX

**ABSTENTION:** AUL

**NOES:** NONE

**SURFACE:**

4. C. (2) **Authorization for Supplemental Agreement No. 03, Louis T. Klauder and Associates, Design Support and Construction Monitoring Services, Fare Collection System Upgrade Project, Metro**

**RECOMMENDATION:** Staff recommends that the Board approve Supplemental Agreement No. 03 to Louis T. Klauder and Associates (LTK) for continuation of Design Support and Construction Monitoring services for a cost *plus* fix fee, not-to-exceed \$1,154,966.00. This will result in an amended contract value of \$3,438,658.00.

**INFORMATION:** The purpose of the underlying design/build project is to upgrade Niagara Frontier Transit Metro System, Inc.'s (Metro) fare collection system to a contactless smart card, account-based system. The new system will decrease passenger boarding time, provide data for service planning and financial tracking, allow for multiple payment methods, improve management of third party agencies (Social Services, schools, retail sales, etc.), and reduce fare evasion.

**Supplemental Agreement No. 3 Design Support and Construction Monitoring Services ADD \$1,154,966.00**

Supplemental Agreement No. 3 provides for continued Design Support and Construction Monitoring services from LTK for the referenced project. This supplement is necessary due to project delays and scope changes caused by prime contractor inefficiencies and business center scope changes. LTK's scope changes include repeated reviews and recommendations of the following contractor work:

- Submittals
- Equipment testing
- Pilot testing
- Proposed change orders
- Schedules
- Progress payments

This supplement will provide for the continuation of these services through December 2019, which is consistent with S&B's revised schedule.

A summary of the design support/construction monitoring services fee negotiations with LTK is reflected below.

	<b>Initial Proposal</b>	<b>Final Proposal</b>
Engineer's Estimate	\$1,228,137.00	\$1,228,137.00
Louis T. Klauder and Associates	\$1,154,966.00	\$1,154,966.00

The NFTA will pursue reimbursement of Supplement Agreement No. 3 costs from the prime contractor due to the delay in completing the project.

**FUNDING:** The project is funded through Account No. 12-0000000-2-3406 and 12-0000000-2-9352 as provided by the Metro Replacement Fund and grants from the FTA and NYSDOT.

**“RESOLVED,** that the Board hereby authorizes Supplemental Agreement No. 03 with Louis T. Klauder and Associates for continued design support and construction monitoring services associated with the fare collection system upgrade project, as described above; and

**BE IT FURTHER RESOLVED,** that the Executive Director, her designee and/or the Chair, be, and hereby are, authorized to execute and deliver Supplemental Agreement No. 03 with Louis T. Klauder and Associates on the terms set forth above; and

**BE IT FURTHER RESOLVED,** that said Supplemental Agreement No. 03 may include such additional terms, conditions and safeguards to the Metro as deemed appropriate by the General Counsel; and

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

**SURFACE:**

4. C. (3) **Authorization for Procurement, Hitachi Rail USA, Railcar Door Operators and Door Operator Replacement Parts, Metro**

**RECOMMENDATION:** Staff recommends the Board approve the material procurement contract to Hitachi Rail USA (HRU) for the negotiated lump sum of \$168,738.60.

**INFORMATION:** Inventory control requires the replenishment of railcar door operators and door operator replacement parts. Due to the age of the Metro's railcar fleet, these replacement parts have been discontinued from the original equipment manufacturer and are unavailable from industry suppliers. All original spare door operator components have been exhausted supporting the railcar rebuild.

As part of the contract with HRU to rebuild its fleet of railcars, HRU is fabricating new door operators. This procurement will leverage HRU's production run to include six complete door operator assemblies and two car sets of common failure components for the continuing maintenance and operation of NFTA-Metro's railcar fleet.

This is a sole source procurement compliant with NFTA and FTA guidelines and its justification are as follows:

1. As part of the Railcar Rebuild Project, Hitachi Rail USA (HRU) has been involved in all aspects of the design and rebuilding of the NFTA's 27 railcar fleet.
2. Due to HRU's in-depth involvement throughout the rebuild process, it possesses exclusive and unique technical knowledge that is not available from other railcar fabricators.

A sole source audit of this procurement was performed, and it was determined that the cost was fair and reasonable.

The NFTA's Affirmative Action/EEO office has been briefed on the quotation and concurs with the recommendation for Board approval. Empire State Development has deemed sole source procurements exempt from MWBE requirements. OGS has deemed sole source procurements exempt from SDVOB requirements.

**FUNDING:** Funding for this project is provided through Metro's Operating Budget account number 40-4054-521-5200.

**“RESOLVED,** that the Board hereby authorizes the procurement of railcar door operators and door operator replacement parts from Hitachi Rail USA on the terms set forth above; and

**BE IT FURTHER RESOLVED**, that the Manager, Procurement, be, and she hereby is, authorized to issue Purchase Order(s) to Hitachi Rail USA for the procurement of railcar door operators and door operator replacement parts on the terms and for the use set forth above; and

**BE IT FURTHER RESOLVED**, that the Chief Financial Officer, be, and hereby is, authorized to make payments under said Purchase Order(s) upon certification by the Director of Public Transit that such payments are in order based upon receipt of all required supporting documentation.”



6. General Counsel Report: - Written

7. Executive Session

At approximately 1:37 p.m., it was moved by Commissioner Demakos, seconded by Commissioner Durand, that the Commissioners convene in Executive Session to discuss the presentations given by the independent auditing firms earlier in the meeting.

Following discussion, at approximately 1:42 p.m., it was moved by Commissioner Aul, seconded by Commissioner Durand, that the Executive Session be adjourned and that the Board resume the Regular Session. No action was taken in Executive Session.

8. Adjournment

At approximately 1:45 p.m., the Chair indicated that there was no further business coming before the Board, therefore it was moved by Commissioner Wilcox, seconded by Commissioner Aul, that the Regular Meeting of the Niagara Frontier Transportation Authority and Niagara Frontier Transit Metro System, Inc. be adjourned.

**AYES: ROCHE, DEMAKOS, DURAND, AUL, BAYNES, HUGHES,  
WILCOX**

**NOES: NONE**