

NON-BINDING LETTER OF INTENT
BETWEEN THE
NIAGARA FRONTIER TRANSPORTATION AUTHORITY
AND THE
UNIVERSITY AT BUFFALO

Re: Buffalo-Amherst-Tonawanda Corridor Transit Expansion Project

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AND THE
UNIVERSITY AT BUFFALO

THIS NON-BINDING LETTER OF INTENT (LOI) made and entered into the 30th day of January, 2026 by and between the NIAGARA FRONTIER TRANSPORTATION AUTHORITY (the Authority), a New York public benefit corporation with its principal office for the transaction of business at 181 Ellicott Street, Buffalo, New York 14203, and the STATE UNIVERSITY OF NEW YORK (SUNY), an educational corporation organized and existing under the laws of the State of New York, and having its principal place of business at H. Carl McCall SUNY Building, 353 Broadway, Albany, New York 12246, acting for and on behalf of the University at Buffalo (the University, with the Authority, SUNY, and the University individually referred to as a Party and collectively as the Parties).

WHEREAS, the Authority is a multi-modal entity committed to providing safe, efficient, professional, and sustainable transportation services that enhance quality of life in the Buffalo-Niagara region; and

WHEREAS, the University, as a nationally recognized public research university and New York State's flagship university, is committed to promoting the connection between its campuses and the community; and

WHEREAS, the University's Comprehensive Physical Plan's environmental stewardship strategy includes supporting alternative modes of transportation and includes a long-term goal to support a "one seat ride" between all three of its campuses; and

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

ARTICLE 1: Non-Binding Nature of this LOI

While this LOI is not binding upon the Parties it describes the principal terms of a potentially synergistic opportunity that is being evaluated between the Parties. While the Parties are interested in evaluating this opportunity further, neither Party shall have any obligation to proceed with the proposed opportunity unless and until a formal agreement is executed by the Parties and approved by each Party's boards and regulatory agencies, as

applicable. Further, this LOI contemplates potential action that may be undertaken by both the University and other State agencies, including but not limited to the Office of General Services (OGS). By entering into this LOI, the University is not committing SUNY, OGS, or any other State agencies to take action, and such action taken will only be taken if approved by each entity in accordance with their respective policies, procedures, and governance documents and approved by any regulatory agencies, as applicable. Neither the Agency, SUNY, or the University, may rely on this LOI as creating any legal obligation of any kind, and no third party shall have the right to rely on this LOI for any reason whatsoever.

ARTICLE 2: Project Description

The Buffalo-Amherst-Tonawanda Corridor Transit Expansion Project (the Project) is intended to expand high-quality transit service from Buffalo to Amherst and Tonawanda from the existing Metro Rail terminus at the University Station on the University's South Campus along Kenmore Avenue, Niagara Falls Boulevard, Maple Road and Sweet Home Road, through the University's North Campus to John James Audubon Parkway and Interstate 990 (I-990). The Project would utilize a primarily at-grade alignment with two park and ride facilities, an overnight storage/light-maintenance facility, and 10 proposed stations, including three on the University's North Campus.

ARTICLE 3: Purpose

The purpose of this LOI between the Authority and the University is to establish areas of general understanding and future collaboration between both Parties as they pertain to the design, construction, and operations of the Project, including those Project elements that will directly impact the University's property, transportation services, and campus living.

ARTICLE 4: Environmental Impact Statement and Proposed Mitigation

4.1 Locally Preferred Alternative

The University concurs with and supports the Locally Preferred Alternative (LPA) to expand light-rail service from the University Station through the Towns of Tonawanda and Amherst using the Niagara Falls Boulevard alignment as defined in the Project's Draft Environmental Impact Statement (DEIS), attached hereto as Exhibit A. This includes the proposed below-grade tunnel exiting the University Station on the University's South Campus towards Kenmore Avenue and the proposed at-grade alignment and station locations located on the University's North Campus.

4.2 Project Impacts and Proposed Mitigation Measures

The University concurs with the impact findings and proposed mitigation measures as identified in the Project's DEIS, particularly those concerning historic/cultural resources, water resources, noise/vibration impacts, utilities, and construction effects.

The Authority shall coordinate with the University on the implementation of proposed mitigation measures intended to reduce Project impacts on the University's property and operations as identified in the DEIS. Further, to the extent any additional Project impacts on the University's property are identified in the Final Environmental Impact Statement (FEIS) or in the to be developed Project Construction Plan and the Project Operations/Maintenance Plan the Authority shall coordinate with the University on the implementation of proposed mitigation measures to reduce such impacts. The Parties acknowledge and agree that the FEIS, Project Construction Plan, and the Project Operations/Maintenance Plan shall address the topics identified in Exhibit B, attached hereto and made a part hereof, and that the Project Operations/Maintenance Plan shall address cost allocations between the Parties.

4.3 Campus Development and Construction Impacts

The Authority shall coordinate with the University on future campus development plans, capital projects, and planned maintenance to avoid conflicts and minimize disruptions associated with Project construction activities as outlined in the Project Construction Plan.

ARTICLE 5: Property Rights

5.1 Easements

The Authority and the University shall jointly establish administrative procedures and guidelines for negotiating the transfer of property rights and/or establishing property easements required to construct, operate, and maintain the Project on the University's-owned land as determined by the final Project design and defined within the Project Construction Plan and the Project Operations/Maintenance Plan, including:

- Permanent easements for the operation and maintenance of the proposed light-rail tunnel extension at the University Station;
- Permanent easements for the operation and maintenance of light-rail track/trackbed, stations, and supporting bike/pedestrian infrastructure on the University's North Campus;
- Permanent easements for up to two power substations on the University's North Campus; and

- Permanent easements for any additional utility and stormwater retention infrastructure required on the University's North Campus.

The Authority acknowledges that the University does not have the power to confer easements or to otherwise encumber the University's property, and that OGS has the authority to issue easements for state-owned lands including the University's campuses. The Parties will work together to request any necessary easements required in connection with the Project.

5.2 Access to the University's Property

The Authority and the University acknowledge that the University has policies and procedures in place for allowing a third party to access or perform work on its properties and that depending on the nature of such access third party approvals may be required. The Parties will work together as required to permit the Authority and its contractors access to the University's property in connection with the Project.

5.3 Property Valuation

The Authority and the University, in conjunction with OGS, shall jointly develop a process and methodology for valuating the University's owned property that is encumbered as part of the Project. This methodology shall be developed in accordance with New York State and Federal Transit Administration (FTA) standards for property acquisition.

ARTICLE 6: Station Design

6.1 Station Design

The Authority and the University agree to collaborate on preliminary and final design of the three proposed light-rail stations on the University's North Campus. This includes joint design efforts on station area infrastructure and rider amenities included in the Project.

All final Project-related design decisions shall rest with the Authority, although any such decisions shall need to be approved by the University.

6.2 Additional Station-Area Enhancements

The University shall coordinate with the Authority on the design and construction of any additional North Campus station-area enhancements not included in the Project as the University deems necessary. The costs associated with these supplemental enhancements shall be borne by the University.

ARTICLE 7: Utilities and Stormwater Management

7.1 Utilities

The Authority shall work directly with all utility providers to identify the location of existing utilities on the University's North and South Campuses, as well as the need for capacity enhancements required to support the Project as part of final design. If existing utility connections on either campus are used as part of the Project, a cost sharing agreement shall be negotiated between both Parties to offset any incremental change in utility costs incurred by the University. The Authority shall be responsible for any and all utility costs, including but not limited to the costs to upgrade, relocate, or run utility lines to serve the stations.

7.2 Stormwater Treatment

The Authority shall comply with all of the University's stormwater treatment plans and requirements. This includes constructing and maintaining additional stormwater retention and drainage infrastructure on the University's property where needed to address additional stormwater runoff resulting from the Project.

ARTICLE 8: Maintenance Responsibilities and Access

8.1 General Project Maintenance

The Authority shall maintain all infrastructure required for operation of the Project on the University's property as defined in the Project Operations/Maintenance Plan including, but not limited to, station platforms, track/trackbed, catenary, communication systems, ticket vending machines, select signage, and stormwater management systems.

8.2 Station Area Maintenance

The Authority and the University shall develop procedures for jointly maintaining station areas on the University's North Campus including snow removal, trash pickup, and landscaping as defined in the Project Operations/Maintenance Plan and in accordance with the University's campus maintenance standards.

8.3 Maintenance Access

The University shall provide access to the Authority and its contractors to conduct preventive and emergency maintenance activities on Project-related infrastructure located on the University's Property as defined in the Project Operations/Maintenance Plan. The NFTA and its contractors shall provide advanced notice of such activities and the need for site access where possible.

8.4 Capital Improvements Access

The University shall provide access to the Authority and its contractors to install/construct future capital improvements on Project-related infrastructure located on the University's

property as deemed necessary and appropriate over the life of the Project. The Authority and its contractors shall coordinate with the University on planned capital improvements and provide advanced notice of such activities and the need for site access where possible.

8.5 Environmental Testing

The University shall provide access to the Authority and its contractors to conduct any necessary site testing (i.e. archaeological, geotechnical, noise/vibration monitoring etc.) on the University's property as defined in the Project's DEIS and required to support future Project design and construction phases.

ARTICLE 9: Safety and Security

9.1 Mutual Aid Agreement

The Authority and the University shall jointly develop a Mutual Aid Agreement to outline responsibilities as they relate to future policing and emergency response activities needed to ensure the safety and security of Project riders, operations personnel, and infrastructure on the University's North and South Campuses.

ARTICLE 10: Project Operations and Service Planning

10.1 The University's Stampede Service

The University commits to, in an orderly and cost-effective manner and in accordance with its applicable policies and procedures, eliminating its local and express Stampede bus service that currently runs between the North and South Campuses upon commencement of Project operations. The University's other bus and shuttle services providing connections to other intra-campus locations and off-site shopping destinations shall continue to operate as deemed necessary by the University.

10.2 Project Service Levels

The Authority shall commit to the following Project service guidelines and practices as defined in the Project Operations/Maintenance Plan:

- Maintain consistent service schedules and on-time performance during periods of peak and off-peak demand;
- Coordinate with the University on proposed Project schedule changes and updates as necessary;
- Coordinate with the University on the provision of supplemental service during the University's organized special events; and

- Coordinate with the University on the provision of alternative transportation services during periods of Project service disruptions.

ARTICLE 11: Information Technology

11.1 Electronic Messaging Signage

As part of Project design, the Authority shall evaluate the feasibility of providing dedicated space for the University's network infrastructure and electronic messaging signage at the proposed North Campus stations. If constructed, this network infrastructure and electronic messaging signage, including signage content, shall be operated and maintained separately by the University as outlined in the Project Operations/Maintenance Plan.

The Authority shall provide rider information where available and permitted to help inform the University's messaging and media content at the proposed North Campus stations.

11.2 Wi-Fi and Fiber Connectivity

As part of Project design and future Metro vehicle procurements, the Authority shall evaluate the feasibility of providing Wi-Fi connectivity for the University's faculty, staff, and students at the proposed North Campus Stations and on Metro vehicles. The Authority acknowledges that the University is very interested in having the stations and Metro vehicles provide Wi-Fi connectivity.

The Authority shall also evaluate the feasibility of accommodating an extension of existing underground fiber infrastructure between the University North and South Campuses.

ARTICLE 12: Student and Employee Pass Program

12.1 Student and Employee Pass Program

The Authority and the University shall commit to developing an updated pass program that provides all the University's students, faculty, and staff access to Metro Bus and Rail services throughout the Project corridor and Metro service area.

ARTICLE 13: Insurance

13.1 Liability Insurance

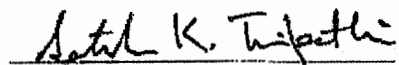
The Authority and all contractors and subcontractors retained by the Authority and the University to perform Project-related design and construction services shall be required to indemnify the other Party and shall be required to show evidence of insurance coverage(s) of the types required by the other Party and provide evidence of the other Party being additional insured at coverage amounts acceptable to both Parties throughout the Project.

ARTICLE 14: Nature of the LOI Terms

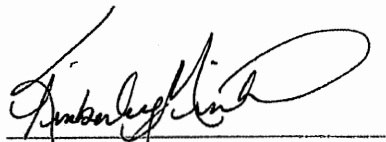
The terms of this LOI are non-binding, although they are intended to provide the framework for further discussions between the Parties as they relate to the future construction, operations, and maintenance of the Project.

ARTICLE 15: Acceptance

IN WITNESS WHEREOF, the Parties hereto have executed this LOI as of the date entered above.



Satish K. Tripathi
President
University at Buffalo



Kimberley A. Minkel
Executive Director
Niagara Frontier Transportation Authority

Exhibit A

See attached – Draft Environmental Impact Statement (DEIS)

Exhibit B

Buffalo-Amherst-Tonawanda Corridor Transit Expansion Project Construction and Project Operations/Maintenance Plans – Preliminary Outline

January 2026

Topic Area	Construction Plan	Operations/Maintenance Plan
Easements/Property Rights	<ul style="list-style-type: none"> Locations of construction staging areas (UB North and South Campuses, other public/private property throughout the corridor) Coordination with UB on construction of new facilities/housing on both campuses Parking and pedestrian facility relocation needs (temporary & permanent) 	<ul style="list-style-type: none"> Geographic locations of permanent transportation easements (light-rail transit (LRT) right-of-way, stations, utilities, stormwater retention infrastructure, power substations, underground tunnel, and supporting bike/pedestrian infrastructure) Locations of tunnel egress shaft(s) for maintenance access
Station Design	<ul style="list-style-type: none"> LRT stations on the North Campus to be constructed based on joint UB/NFTA design plans 	<ul style="list-style-type: none"> N/A
Utilities/Stormwater Management	<ul style="list-style-type: none"> Locations of additional utility/stormwater infrastructure constructed to support LRT operations on the North Campus Coordination on protections for existing utility infrastructure on the UB North and South campuses 	<ul style="list-style-type: none"> Mechanism for estimating incremental increases in UB utility costs attributed to operation of the LRT system on the North Campus (if applicable) Locations of stormwater infrastructure to be maintained by NFTA
Maintenance Responsibilities/Access	<ul style="list-style-type: none"> Locations of vehicle and equipment storage areas for on-site maintenance activities at proposed stations 	<ul style="list-style-type: none"> Define a regular maintenance schedule for NFTA staff to conduct maintenance activities along the proposed LRT extension alignment UB commitment to conduct intermittent cleaning activities at UB North Campus

Exhibit B

		<p>stations between scheduled NFTA maintenance periods and in accordance with UB campus maintenance standards</p> <ul style="list-style-type: none"> • Snow removal <ul style="list-style-type: none"> ○ NFTA commitment to remove snow from LRT track/trackbed areas and station platforms along the proposed LRT extension alignment ○ UB commitment to remove snow from adjoining sidewalks/pedestrian areas leading to and surrounding station platforms on UB North Campus • Trash removal <ul style="list-style-type: none"> ○ NFTA commitment to remove trash from station receptacles and station platform areas as part of its scheduled maintenance program ○ UB commitment to remove trash from station receptacles and station platform areas between scheduled NFTA maintenance periods and in accordance with UB campus maintenance standards • Content sharing agreement between NFTA and UB for electronic signage located at UB North Campus stations • Define a process for utility maintenance access during operations on both UB campuses
Environmental Impacts & Proposed Mitigation	<ul style="list-style-type: none"> • Coordination procedures with UB on campus developments, capital projects, and planned maintenance activities to avoid construction conflicts and disruptions to campus activities where possible • Commit to implementing proposed construction impact mitigation measures as identified in the Final EIS (FEIS) including: 	<ul style="list-style-type: none"> • Outline a preventative maintenance program to reduce noise/vibration impacts of the LRT system through both UB campuses as identified in the FEIS • Identify process for continual noise/vibration monitoring on both UB campuses

Exhibit B

	<ul style="list-style-type: none"> ○ Phase construction activities where possible ○ Contractor commitment to maintain safe conditions and minimize disruptions ○ Establish milestone dates to minimize construction duration ○ Comply with all federal, state, and municipal construction-related guidelines ● Outline a plan for handling and recording archeological resources discovered during construction (if applicable) 	
Safety/Security	<ul style="list-style-type: none"> ● Emphasis on crime prevention through environmental design (CPTED) best practices in LRT station design throughout the system ● Inclusion of UB blue-light emergency phones at the proposed UB North Campus LRT stations 	<ul style="list-style-type: none"> ● Details of a Mutual Aid Agreement between the NFTA and UB for policing activities on the UB North Campus. Potential areas of agreement may include: <ul style="list-style-type: none"> ○ Geographic areas of police jurisdiction on UB North Campus ○ Joint representation on various safety/security oversight committees ○ Emergency weather event coordination procedures ○ Location of a TAPD substation on UB North Campus or another nearby location ○ Data sharing procedures (i.e. security camera footage, arrest and citation information, incident reports, crime statistics, etc.) ○ Cross-jurisdictional law enforcement, first response, and counterterrorism procedures ○ Joint officer/counterterrorism training ○ Special event staffing procedures

Exhibit B

		<ul style="list-style-type: none"> ○ Joint development and implementation of community education programs related to UB student and Metro rider codes of conduct ○ Incident reporting procedures ○ Shared communication procedures (i.e. cross agency radio communication, emergency request intake and dispatch, etc.)
Service Planning	<ul style="list-style-type: none"> • N/A 	<ul style="list-style-type: none"> • Include Metro Rail service standards for peak and off-peak periods • Outline a process for coordinating with UB on the following items as they relate to Metro Bus/Rail operations: <ul style="list-style-type: none"> ○ Proposed Metro Rail schedule changes and updates ○ Supplemental service during university special events ○ Alternative transportation services during periods of Metro Rail service disruptions ○ Ongoing review of supporting Metro Bus route and schedule structures to best serve the UB community in areas outside of the Project alignment
Information Technology	<ul style="list-style-type: none"> • Locations and specifications for UB operated network infrastructure and electronic signage installed at proposed North Campus stations • Locations of underground fiber infrastructure along the Project corridor 	<ul style="list-style-type: none"> • Define ongoing operation and maintenance responsibilities for UB network infrastructure, electronic messaging signage, and other information technology installed at the proposed North Campus stations and on Metro Rail vehicles • Outline a process for sharing rider information with UB to help inform the development of messaging and media content at the proposed North Campus stations

** This table provides a preliminary outline of items that need to be included within the Project's respective Construction and Operations/Maintenance Plans based on topic areas covered in LOI negotiations between both Parties.*