

INTERMUNICIPAL AGREEMENT

BETWEEN

THE MEMBERS OF THE

NIAGARA ORLEANS

REGIONAL LAND

IMPROVEMENT CORPORATION

PREAMBLE

This intermunicipal agreement made and entered into this ____ day of _____, 2017 ("Agreement") under the New York Land Bank Act, Article 16 of the New York Not-for-Profit Corporation Law, between and among the **COUNTY OF NIAGARA** ("Niagara County"), the **COUNTY OF ORLEANS** ("Orleans County"), the **CITY OF LOCKPORT** ("City of Lockport"), the **CITY OF NIAGARA FALLS** ("City of Niagara Falls") and the **CITY OF NORTH TONAWANDA** ("City of North Tonawanda"), hereinafter collectively referred to as the "Parties," for the purpose of establishing and creating the **NIAGARA ORLEANS REGIONAL LAND IMPROVEMENT CORPORATION** ("NORLIC"), a type C not-for-profit corporation to administer and implement the purposes and objectives of this Agreement, in accordance with these recitals.

RECITALS

WHEREAS, in enacting the New York Land Bank Act as Article 16 of the New York Not-for-Profit Corporation Law ("Land Bank Act"), the Legislature found that there exists in the state of New York a continuing need to strengthen and revitalize the economy of the state of New York and communities in this state and that is in the best interests of the state of New York and communities in this state to confront the problems caused by vacant, abandoned and tax delinquent properties through the creation of land banks in a coordinated manner to foster the development of that property and to promote economic growth;

WHEREAS, Section 1603 of the Land Bank Act permits any or any two or more foreclosing governmental units to enter into an intergovernmental cooperation agreement to establish a land bank;

WHEREAS, the Parties herein agree that the establishment of a land bank would be beneficial to the Parties and their citizens; and

WHEREAS, the Parties desire to create the NORLIC as a type c not-for-profit corporation to operate as a land bank in accordance with the Land Bank Act and to exercise the powers, duties, functions, and responsibilities of a land bank under the Land Bank Act.

Accordingly, the Parties agree to the following:

ARTICLE I
DEFINITIONS

As used in this Agreement, the following terms shall have the meanings provided in this Article.

Section 1.01. "Board of Directors" or "Board" means the Board of Directors of the Land Bank.

Section 1.02. "Agreement" means this intermunicipal agreement between the Parties.

Section 1.03. "Effective Date" means the date upon which all of the following are satisfied:

- (a) the Agreement is approved by Resolution of the Niagara County Legislature;
- (b) the Agreement is approved by Resolution of the Orleans County Legislature;
- (c) the Agreement is approved by Resolution of the City of Lockport;
- (d) the Agreement is approved by Resolution of the City of Niagara Falls;
- (e) the Agreement is approved by Resolution of the City of North Tonawanda; and
- (f) the creation of the NORLIC is approved by the Empire State Development Corporation in accordance with Section 1603(g) of the Land Bank Act.

Section 1.04. "Fiscal Year" means the fiscal year of the Land Bank, which shall begin on January 1st of each year and end on the following December 31st.

Section 1.05. "Land Bank Act" means Article 16 of the New York Not-for-Profit Corporation Law and as it may be hereafter amended or replaced, subject to the provisions of Section 10.11 of this Agreement.

Section 1.06. "Land Bank" means the type c not-for-profit corporation established pursuant to and in accordance with the provisions of this Agreement and known as the Niagara Orleans Regional Land Improvement Corporation.

Section 1.07. "Party" or "Parties" means either individually or collectively, as applicable, the County of Niagara, the County of Orleans, the City of Lockport, the City of Niagara Falls and the City of North Tonawanda.

Section 1.08. "Person" means an individual, authority, limited liability company, partnership, firm, corporation, organization, association, joint venture, trust, governmental entity, or other legal entity.

Section 1.09. "Quorum" means a majority of the members of the Board, not including vacancies.

Section 1.10. "Real Property" means all lands and the buildings thereon, all things permanently attached to land or to the buildings thereon, and any interest existing in, issuing out of, or dependent upon land or the buildings thereon.

Section 1.11. "Tax Delinquent Property" means real property encumbered by an outstanding tax lien for a delinquent tax as defined in Section 1102 of the New York Real Property Tax Law, or such other general, special or local laws as may be applicable to the property tax enforcement procedures of the Parties.

Section 1.12. "State" means the state of New York.

ARTICLE II
PURPOSE

Section 2.01. Purpose. The purpose of this Agreement is to create the NORLIC to help address the Parties' problems regarding vacant and abandoned property in a coordinated manner and to further foster the development of such property and promote economic growth through the return of vacant, abandoned, and tax-delinquent properties to productive use.

Section 2.02. Powers and Functions. The NORLIC shall have all of those powers, duties, functions, and responsibilities authorized pursuant to the Land Bank Act.

ARTICLE III
CREATION OF LAND BANK

Section 3.01. Creation and Legal Status of Land Bank. The Land Bank is established pursuant to the Land Bank Act as a type c not-for-profit corporation to be known as the NORLIC.

Section 3.02. By-Laws, and Policies and Procedures. The Board shall adopt by-laws consistent with the provision of this Agreement and the Land Bank Act within forty-five (45) days of the Effective Date. The Board shall adopt policies and procedures consistent with the provisions of this Agreement and the Land Bank Act within ninety (90) days of the Effective Date.

Section 3.03. Principal Office. The principal office of the Land Bank shall be determined by the Board but shall always be in a location within the geographical boundaries of Niagara County.

Section 3.04. Title to Land Bank Assets. All Real Property held in fee by the Land Bank shall be held in its own name.

Section 3.05. Tax-Exempt Status. The Parties intend the activities of the Land Bank to be governmental functions carried out by an instrumentality or political subdivision of the State as described in Section 115 of Title 26 of the United States Internal Revenue Code, or any corresponding provisions of any future tax code. The Real Property of the Land Bank and all of the Land Bank's income and operations shall be exempt from all taxation by the State of New York or any of its political subdivisions.

Section 3.06. Extinguishment of Taxes and Assessments. Upon the request of the Land Bank and for the purposes of fostering the goals and objectives of the Land Bank, any Party, at its option and in its discretion, may extinguish any Real Property Taxes or special assessments levied by that Party against Real Property owned by the Land Bank.

Section 3.07. Compliance with Law. The Land Bank shall comply with all federal, State, and local laws, ordinances, rules, regulations, and orders applicable to this Agreement.

Section 3.08. Relationship of Parties. The Parties agree that they shall not be responsible, in whole or in part, for the acts of the employees, agents, and servants of NORLIC, whether acting separately or in conjunction with the implementation of this Agreement. The Parties shall only be bound and obligated under this Agreement as expressly agreed to by each Party. The Land Bank shall not obligate any Party in any way, nor shall any obligation of the Land Bank constitute an obligation of any Party, unless expressly agreed to by a Party within this Agreement, except as otherwise further set forth in this Agreement

Section 3.09. No Third-Party Beneficiaries. Except as otherwise specifically provided, this Agreement does not create, is not intended to create in any non-Party, by implication or otherwise, any direct or indirect benefit, obligation, duty, promise, right to be indemnified (such as contractually, legally, equitably, or by implication), right to be subrogated to any Party's rights under this Agreement, and/or any other right or benefit.

ARTICLE IV
BOARD, EXECUTIVE DIRECTOR AND STAFF

Section 4.01. Board Composition. The Land Bank shall be directed by a Board consisting of seven members. Each member shall serve without compensation. Each member shall continue to serve until the appointment and qualification of his or her successor. Vacancies in the Board occurring otherwise than by expiration of term shall be filled for the unexpired time.

The members of the Board shall be appointed as follows:

- (a) Three members shall be appointed by the County of Niagara;
- (b) One member shall be appointed by the Orleans County Legislature;
- (c) One member shall be appointed by the Mayor of the City of Lockport;
- (d) One member shall be appointed by the Mayor of the City of Niagara Falls;
- (e) One member shall be appointed by the Mayor of the City of North Tonawanda;

Section 4.02. Initial Members. The first term of the first Board members shall commence on the date of the first Board meeting. The term of the initial members shall be two (2) years. The initial members of the Board of the Land Bank shall be:

- (a) Niagara County Manager, or his appointee;
- (b) Niagara County Commissioner of Economic Development, or his appointee;
- (c) Niagara County Treasurer, or his appointee;

- (d) Chairman of Legislature, Orleans County, or his appointee;
- (e) Mayor City of Lockport, or her appointee
- (f) Mayor City of Niagara Falls, or his appointee;
- (g) Mayor City of North Tonawanda, or his appointee.

That each member of the Land Bank shall also appoint an alternate to serve in his or her place and said appointee shall have the same authority as an initial member.

Section 4.03. Term of Office. Except for the terms of the initial members as outlined in Section 4.02, the members of the Board appointed to succeed the initial members shall be appointed for a term of two (2) years. In the event State law is amended to provide for different terms and/or composition of the Board, then the Board as it exists at the time of such amendment shall be authorized to take any action required such that the Board complies with any requirements of State law.

Section 4.04. Removal. Board members may be removed by their appointing Party for neglect of duty or misconduct in office or may be removed pursuant to any other provision of New York law.

Section 4.05. Vacancies. A vacancy among the members of the Board appointed under Section 4.01, whether caused by the death, resignation, or removal of a Board member, shall be filled in the same manner as the original appointment for the balance of the unexpired term. Such vacancy shall be filled as soon as possible.

Section 4.06. Meetings. The Board shall conduct its first meeting no later than thirty (30) calendar days after the Effective Date. The Board shall meet at least annually and hold such other meetings at the place, date, and time as the Board shall determine.

Section 4.07. Records of Meetings. The Board shall maintain a written record of each meeting. All meetings of the Board shall comply with the provisions of Section 1612(a) of the Land Bank Act and be subject to the New York Open Meetings Law and the New York Freedom of Information Law.

Section 4.08. Quorum and Voting. Presence for both quorum and voting at a Board meeting may include electronic communication by which such member of the Board is both seen and heard by the members of the Board and any members of the public at the meeting. All actions of the Board shall be approved by the affirmative vote of a majority of the members of the Board present and voting; provided, however, no action of the Board shall be authorized on the following matters unless approved by a majority of the total Board membership:

- (a) Adoption of by-laws and other rules and regulations for conduct of the Land Bank's business;

- (b) Hiring or firing of any employee or contractor of the Land Bank. This function may, by a majority vote of the total Board membership, be delegated to a specific officer or committee of the Land Bank, under such terms and condition, and to the extent, that the Board may specify;
- (c) The incurring of debt;
- (d) Adoption or amendment of the annual budget; and
- (e) Sale, lease, encumbrance, or alienation of real property, improvements, or personal property.

Section 4.9. Board Responsibilities. The Board shall have all powers necessary to carry out and effectuate the purposes and provisions of this Agreement and the Land Bank Act, including all of those powers set forth in Section 1607 of the Land Bank Act.

Section 4.10. Fiduciary Duty. The members of the Board are under a fiduciary duty to conduct the activities and affairs of the Land Bank in the best interests of the Land Bank, including the safekeeping and use of all Land Bank monies and assets. The members of the Board shall discharge their duties in good faith, with the care and ordinarily prudent person in a like position would exercise under similar circumstances.

Section 4.11. Compensation. The members of the Board shall serve without compensation. The Board may reimburse any member for expenses actually incurred in the performance of duties on behalf of the Land Bank.

Section 4.12. Executive Director. The Board may select and retain an Executive Director. An Executive Director selected and retained by the Board shall administer the Land Bank in accordance with the operating budget adopted by the Board, general policy guidelines established by the Board, other applicable governmental procedures and policies, and this Agreement. The Executive Director shall be responsible for the day-to-day operations of the Land Bank, the control, management, and oversight of the Land Bank's functions, and supervision of all Land Bank employees. All terms and conditions of the Executive Director's service shall be specified in a written contract between the Executive Director and the Land Bank, including that the Executive Director shall serve at the pleasure of the Board. The Board may delegate to the Executive Director any powers or duties it considers proper, subject to the constraints of Land Bank Act, and under such terms, conditions and extent that the Board may specify.

Section 4.13. Employees. The Land Bank may employ or otherwise contract for the services of any such staff deemed necessary to carry out the duties and responsibilities of the Land Bank. Such staff may be employed as employees of the Land Bank, or the services of such staff may be retained pursuant to contracts with any Party or other public or private entities.

Section 4.14. Conflicts of Interest. No Member of the Board, or employee of the Land Bank shall acquire any interest, direct or indirect, in Real Property of the Land Bank, or in any

Real Property to be acquired by the Land Bank. No Member of the Board, or employee of the Land Bank shall have any interest, direct or indirect, in any contract or proposed contract for materials or services to be furnished or used by the Land Bank. The Board shall establish policies and procedures requiring the disclosure of relationships that may give rise to a conflict of interest and may adopt ethical guidelines for Members of the Board and employees of the Land Bank. The Board shall require that any member of the Board with a direct or indirect interest in any matter before the Board disclose the member's interest to the Board before the Board takes any action on the matter.

ARTICLE V POWERS OF LAND BANK

Section 5.01. General Powers Under Land Bank Act. The Land Bank shall have all those powers necessary to carry out and effectuate the purposes and provisions of the Land Bank Act including, but not limited to, all those powers specified under Section 1607 of the Land Bank Act, and all those other powers granted to Land Banks pursuant to the Land Bank Act or other statutory authority.

Section 5.02. Purchase of Tax Liens. The Land Bank may acquire liens relative to Tax Delinquent Property in accordance with Section 1616 of the Land Bank Act.

Section 5.03. Execution of Legal Documents Relating to Real Property. The terms of any contract or agreement concerning the sale, lease, license, easement, encumbrance, or other alienation of any interest in Real Property, or improvements thereto, or personal property of the Land Bank, shall be approved by the Board. All contracts of the Land Bank shall be executed in the name of the Land Bank.

Section 5.04. Civil Action to Protect Land Bank Real Property. The Land Bank may institute a civil action to prevent, restrain, or enjoin the waste of or unlawful removal of any Real Property held by the Land Bank. The Land Bank may also institute any civil action to protect, clear title to, determine the rights of parties to, remove liens from, or that are otherwise related to the Real Property of the Land Bank.

Section 5.05. Transfer of Interests in Real Property by Land Bank. On terms and conditions, in a manner, and for an amount of consideration the Land Bank considers proper, fair, and reasonable, including for no monetary consideration, the Land Bank may convey, sell, transfer, exchange, lease as lessor, or otherwise dispose of Real Property or rights or interests in Real Property in which the land Bank holds a legal interest to any public or private Person subject to the Public Authorities Law, and any other statutory requirements.

Section 5.06. Structure of Conveyances. Transactions shall be structured in a manner that permits the Land Bank to enforce contractual agreements, real covenants, and the provisions of any subordinate financing held by the Land Bank pertaining to development and use of the Real Property.

Section 5.07. Disposition of Proceeds. Any proceeds from the sale or transfer of Real Property by the Land Bank shall be retained, expended, or transferred by the Land Bank as determined by the Board in the best interests of the Land Bank and in accordance with the Land Bank Act.

ARTICLE VI
RESTRICTIONS ON POWERS

Section 6.01. Eminent Domain Prohibited. The Land Bank shall neither possess nor exercise the power of eminent domain.

Section 6.02. Limitation on Political Activities. The Land Bank shall not spend any public funds on political activities. Subject to the foregoing, this section is not intended to prohibit the Land Bank from engaging in activities authorized by applicable law.

Section 6.03. No Waiver of Governmental Immunity. The Parties agree that no provision of the Agreement is intended, nor shall it be construed, as a waiver by any Party of any governmental immunity provided under any applicable law.

Section 6.04. Non-Discrimination. The Land Bank shall comply with all applicable laws prohibiting discrimination.

Section 6.05. Building and Housing Codes. The Land Bank shall maintain all Real Property held by the Land Bank in accordance with applicable State laws and local codes.

ARTICLE VII
POLICIES FOR ACQUISITION, USE AND
DISPOSITION OF PROPERTY

Section 7.01. Compliance with Land Bank Act. In its acquisition and disposition of property, the Land Bank shall be subject to the Land Bank Act.

Section 7.02. Compliance with Municipal Building Codes, Zoning Laws, and Land Use Controls. The Land Bank shall be subject to all applicable city, town and village building codes, zoning laws and land use controls in its use and disposition of real property owned by the Land Bank.

Section 7.03. Consultation with Municipalities. The Land Bank shall actively consult with Niagara County, Orleans County and the cities in respect to the selection of properties to be acquired and policies, plans and procedures to the disposition of such properties.

Section 7.04. Consent of Cities. Recognizing that the cities of Lockport, Niagara Falls and North Tonawanda, as well as Niagara and Orleans counties, possess their own tax liens on real property within their respective territories, it is agreed by the parties that the Land Bank may not exercise any powers granted to it by the Land Bank Act if any member in whose municipal

geographic area which real property is located which is the subject of Land Bank activity has made a written objection to that Land Bank activity:

Section 7.05. Redevelopment Plans. Subject to Section 7.02 and 7.03 above, and after consultation with the specific municipalities affected, the Board of Directors may adopt redevelopment plans for properties held or to be disposed of by the Land Bank within the respective territories of such municipalities.

Section 7.06. Identification of Funds. Prior to Board action by the Land Bank to acquire property or any property interest, the Land Bank Executive Director shall produce for board review information identifying the funds of the Land Bank or any other funding source that will cover for the carrying and disposition costs associated with the property or property interested proposed for acquisition.

ARTICLE VIII FUNDING AND EXPENDITURES

Section 8.01. Budget Contributions. Each of the five (5) members shall contribute a pro rata portion towards any budget shortfall upon being notified by the Land Bank and to contribute the same within thirty (30) days of such notification. Each member's contribution shall be twenty percent (20%) of any budget shortfall.

Section 8.02. Issuance of Bonds. The land bank may issue, sell, and deliver bonds in accordance with the provisions of Section 1611 of the Land Bank Act.

Section 8.03. Tax Allocation. Upon all Parties' individual adoption of a local law, ordinance and/or resolution, any Party may provide for fifty percent (50%) of that Party's real property taxes collected on any specific parcel of real property identified in such local law, ordinance and/or resolution to be remitted to the Land Bank for a period of five years in accordance with the provisions of Section 1610(c) of the Land Bank Act.

Section 8.04. Management of Funds. The Land Bank shall designate a fiscal agent of the Land Bank to manage sales proceeds, monetary contributions made by the Parties, and other Land Bank funds. Standard accounting procedures shall be used in the management of Land Bank accounts.

Section 8.05. Authorized Expenditures. The Land Bank shall, in its sole discretion and within its budget, expend such funds necessary to carry out the powers, duties, functions, and responsibilities of a land bank under the Land Bank Act consistent with this Agreement, and State law.

Section 8.06. Additional Specific Contribution. The parties agree that any of the five (5) members of the Land Bank have the right to periodically contribute funds to the Land Bank to be used exclusively for specific Land Bank purposes and activities pertaining to real property located within that particular member's corporate boundaries.

ARTICLE IX
DURATION OF AGREEMENT

Section 9.01. Duration. This Agreement shall commence on the Effective date and shall remain in full force and effect for a period of five (5) years. This Agreement shall thereafter be automatically renewed for successive five year periods.

Section 9.02. Withdrawal by Party. Any Party may withdraw from this Agreement by giving four (4) months' notice to the other Party, and to the Land Bank. The withdrawing Party shall have no rights to funds or other assets of the Land Bank. If at the time of withdrawal, the requirements of the Land Bank Act provide that some Real Property of the Land Bank be liquidated, any sums received from the sale of such properties shall remain the funds of the Land Bank. Upon the withdrawal of any Party to this Agreement, the provisions of this Agreement shall remain in force for any remaining Parties to the Agreement.

Section 9.03. Dissolution. The Land Bank may only be dissolved pursuant to the requirements of Section 1613 of the Land Bank Act.

ARTICLE X
MISCELLANEOUS

Section 10.01. Notices. Any and all correspondence or notices required, permitted, or provided for under this agreement to be delivered to any Party shall be sent to that Party via certified mail, return receipt requested, and by regular U.S. mail. All correspondence shall be considered delivered to a Party as of the date that such notice is deposited with sufficient postage with the United States Postal Service. All such written notices, including any notice of withdrawal under Article IX, shall be sent to the Parties at the addresses below, or any subsequent address provided by either Party:

To: **Niagara County**

R. Thomas Burgasser, Assistant County Attorney
Niagara County Attorney's Office
175 Hawley Street
Lockport, NY 14094

To: **Orleans County**

David C. Schubel, County Attorney
Orleans County Attorney's Office
113 W. Center Street
Medina, NY 14105

To: **City of Lockport**

David Haylett, Esq., Assistant Corporation Counsel

**City of Lockport
One Locks Plaza
Lockport, NY 14105**

To: City of Niagara Falls

**Craig H. Johnson, Esq., Corporation Counsel
City of Niagara Falls
745 Main Street
Niagara Falls, NY 1301**

To: City of North Tonawanda

**Luke A. Brown, Esq., City Attorney
City of North Tonawanda
216 Payne Avenue
North Tonawanda, NY 14120**

Section 10.02. Entire Agreement. This Agreement sets forth the entire Agreement between the Parties and supersedes any and all prior agreements or understandings between them in any way related to the subject matter of this Agreement. It is further understood and agreed that the terms and conditions of this agreement are contractual and are not a mere recital and that there are no other contracts, understandings, or representations between the Parties in any way related to the subject matter of this Agreement, except as expressly stated in this Agreement.

Section 10.03. Interpretation of Agreement. The Parties intend that this Agreement shall be construed liberally to effectuate the intent and purposes of this Agreement and the legislative intent and purposes of the Land Bank Act as complete and independent authorization for the performance of each and every act and thing authorized by this Agreement and the Land Bank Act. All powers granted to the Land Bank under this Agreement and the Land Bank Act shall be broadly interpreted to effectuate the intent and purposes and not as a limitation of powers.

Section 10.04. Severability of Provisions. If any provision of this Agreement, or its application to any Person, Party, or circumstance, is invalid or unenforceable, the remainder of this Agreement and the application of that provision to other Persons, Parties, or circumstances is not affected but will be enforced to the extent permitted by law.

Section 10.05. Governing Law. This Agreement is made and entered into in the State of New York and shall in all respects be interpreted, enforced, and governed under the laws of the State of New York without regard to the doctrines of conflict of laws. The language of all parts of this Agreement shall in all cases be construed as a whole according to its plain and fair meaning, and not construed strictly for or against any Party.

Section 10.06. Captions and Headings. The captions, headings, and titles in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning or to be interpreted as part of this Agreement.

Section 10.07. Terminology. All terms and words used in this Agreement, regardless of the number or gender in which they are used, are deemed to include any other number and any other gender as the context may require.

Section 10.08. Cross-References. References in this Agreement to any article include all sections, subsections, and paragraphs in this article, unless specifically noted otherwise. References in this Agreement to any section include all subsections and paragraphs in the section.

Section 10.09. Jurisdiction and Venue. In the event of any disputes between the Parties over the meaning, interpretation, or implementation of the terms, covenants, or conditions of this Agreement, the matter under dispute, unless resolved between the Parties, shall be submitted to the courts of Niagara County.

Section 10.10. Amendments to Agreement. This Agreement may be amended or an alternative form of this Agreement adopted only upon written amendment approved by all Parties.

Section 10.11. Amendments to Land Bank Act. The Land Bank shall have any powers authorized pursuant to any amendments, replacements, or substitutions to the Land Bank Act, unless the Agreement is amended by the Parties to provide otherwise.

Section 10.12. Certificate of Incorporation. The Certificate of Incorporation of the [land bank name] are attached to this Agreement as Exhibit "A" and incorporated herein by reference.

Section 10.13. Effective Date. This Agreement shall become effective as of the Effective Date as that term is defined in Section 1.03 of this Agreement.

Section 10.14. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all counterparts so executed shall constitute one agreement binding on all of the parties hereto, notwithstanding that all of the parties are not signatory to the same counterpart.

[The remainder of this page is intentionally left blank, with the signature pages immediately following on the next page.]

LOCKPORT AND CITY OF NIAGARA FALLS WITH THE CITY OF NIAGARA FALLS AGREEMENT AND
Agreement to be executed by their authorized representatives on the date indicated, to be
effective upon the Effective Date as that term is described within this Agreement.

COUNTY OF NIAGARA

COUNTY OF ORLEANS

By: Wm. Keith McNall
Wm. Keith McNall, Chairman
Niagara County Legislature

By: _____
David B. Callard, Chairman
Orleans County Legislature

Approved By: [Signature]

Approved by: _____

CITY OF LOCKPORT

CITY OF NIAGARA FALLS

By: _____
Anne E. McCaffrey, Mayor

By: _____
Paul Dyster, Mayor

CITY OF NORTH TONAWANDA

By: _____
Arthur G. Pappas, Mayor

STATE OF NEW YORK)
) ss.:
COUNTY OF NIAGARA)

On this 18 day of Sept, 2017, before me personally came WM. KEITH MCNALL, to me known, who being by me duly sworn, did depose and say that he resides in Lockport, New York; that he is the Chairman of the Niagara County Legislature, a municipal corporation of the State of New York; and that he executed the above instrument as Chairman and caused the seal of the County of Niagara to be thereunto affixed, in accordance with the authorization of the Niagara County Legislature.

Mary Jo Tamburino
Notary Public, State of New York
No. 011A6092898
Qualified in Niagara County
Commission Expires May 21, 2019

Mary Jo Tamburino
Notary Public

MUNICIPAL CORPORATION ACKNOWLEDGEMENT

STATE OF NEW YORK)
) ss.:
COUNTY OF NIAGARA)

On this _____ day of _____, 2017, before me personally came DAVID B. CALLARD, to me known, who being by me duly sworn, did depose and say that he resides in _____, New York; that he is the Chairman of the Orleans County Legislature, a municipal corporation of the State of New York; and that he executed the above instrument as Chairman and caused the seal of the County of Orleans to be thereunto affixed, in accordance with the authorization of the Orleans County Legislature.

Notary Public

Agreement to be executed by their authorized representatives on the date indicated, to be effective upon the Effective Date as that term is described within this Agreement.

COUNTY OF NIAGARA

By: _____
Wm. Keith McNall, Chairman
Niagara County Legislature

Approved By: _____

CITY OF LOCKPORT

By: _____
Anne E. McCaffrey, Mayor

CITY OF NORTH TONAWANDA

By: _____
Arthur G. Pappas, Mayor

COUNTY OF ORLEANS

By: John DeFilippis
John DeFilippis, Chairman
Orleans County Legislature

Approved by: _____

APPROVED AS TO FORM
David C. Schubel
DAVID C. SCHUBEL
Orleans County Attorney

CITY OF NIAGARA FALLS

By: _____
Paul Dyster, Mayor

APPROVED
Orleans County Legislature
Date: 9/11/17 Resolution No.: 320-917

STATE OF NEW YORK)
) ss.:
COUNTY OF NIAGARA)

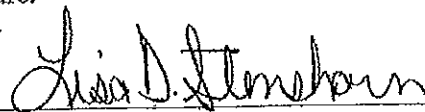
On this _____ day of _____, 2017, before me personally came WM. KEITH MCNALL, to me known, who being by me duly sworn, did depose and say that he resides in Lockport, New York; that he is the Chairman of the Niagara County Legislature, a municipal corporation of the State of New York; and that he executed the above instrument as Chairman and caused the seal of the County of Niagara to be thereunto affixed, in accordance with the authorization of the Niagara County Legislature.

Notary Public

MUNICIPAL CORPORATION ACKNOWLEDGEMENT

STATE OF NEW YORK)
) ss.:
COUNTY OF NIAGARA)

On this 15th day of September, 2017, before me personally came E. JOHN DEFILIPPS, to me known, who being by me duly sworn, did depose and say that he resides in Holley, New York; that he is the Chairman of the Orleans County Legislature, a municipal corporation of the State of New York; and that he executed the above instrument as Chairman and caused the seal of the County of Orleans to be thereunto affixed, in accordance with the authorization of the Orleans County Legislature.



Notary Public

LISA D. STENSHORN
Notary Public, State of New York
No. 01ST6042776
Qualified in Orleans County
Commission Expires June 5, 2018

Lockport, the City of Niagara Falls and the City of North Tonawanda have caused this Agreement to be executed by their authorized representatives on the date indicated, to be effective upon the Effective Date as that term is described within this Agreement.

COUNTY OF NIAGARA

COUNTY OF ORLEANS

By: _____
Wm. Keith McNall, Chairman
Niagara County Legislature

By: _____
David B. Callard, Chairman
Orleans County Legislature

Approved By: _____

Approved by: _____

CITY OF LOCKPORT

CITY OF NIAGARA FALLS

By: _____
Anne E. McCaffrey, Mayor

By: Paul Dyster
Paul Dyster, Mayor

CITY OF NORTH TONAWANDA

By: _____
Arthur G. Pappas, Mayor

ATTEST

Lisa A. Vitello

CITY CLERK



STATE OF NEW YORK)
) ss.:
COUNTY OF NIAGARA)

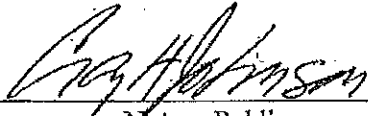
On this _____ day of _____, 2017, before me personally came ANNE E. McCAFFREY, to me known, who being by me duly sworn, did depose and say that she resides in _____, New York; that she is the Mayor of the City of Lockport, a municipal corporation of the State of New York; and that she executed the above instrument as Mayor and caused the seal of the City of Lockport to be thereunto affixed, in accordance with the authorization of the City of Lockport.

Notary Public

MUNICIPAL CORPORATION ACKNOWLEDGEMENT

STATE OF NEW YORK)
) ss.:
COUNTY OF NIAGARA)

On this th 14 day of September, 2017, before me personally came PAUL DYSTER, to me known, who being by me duly sworn, did depose and say that he resides in Niagara Falls, New York; that he is the Mayor of the City of Niagara Falls, a municipal corporation of the State of New York; and that he executed the above instrument as Mayor and caused the seal of the City of Niagara Falls to be thereunto affixed, in accordance with the authorization of the City of Niagara Falls.



Notary Public

CRAIG H. JOHNSON
Notary Public, State of New York
Qualified in Niagara County
My Commission Expires 8/8/2018

Lockport, the City of Niagara Falls and the City of North Tonawanda have caused this Agreement to be executed by their authorized representatives on the date indicated, to be effective upon the Effective Date as that term is described within this Agreement.

COUNTY OF NIAGARA

COUNTY OF ORLEANS

By: _____
Wm. Keith McNall, Chairman
Niagara County Legislature

By: _____
David B. Callard, Chairman
Orleans County Legislature

Approved By: _____

Approved by: _____

CITY OF LOCKPORT

CITY OF NIAGARA FALLS

By: Anne E. McCaffrey
Anne E. McCaffrey, Mayor

By: _____
Paul Dyster, Mayor

CITY OF NORTH TONAWANDA

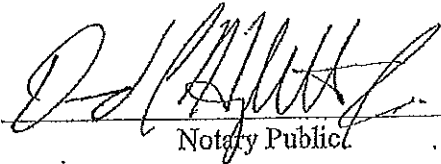
By:

Arthur G. Pappas, Mayor

STATE OF NEW YORK)
) ss.:
COUNTY OF NIAGARA)

On this 14th day of September, 2017, before me personally came ANNE E. McCAFFREY, to me known, who being by me duly sworn, did depose and say that she resides in Lockport, New York; that she is the Mayor of the City of Lockport, a municipal corporation of the State of New York; and that she executed the above instrument as Mayor and caused the seal of the City of Lockport to be thereunto affixed, in accordance with the authorization of the City of Lockport.

DAVID J. HAYLETT JR.
NOTARY PUBLIC-STATE OF NEW YORK
No. 02HA6299193
Qualified in Niagara County
My Commission Expires 3-17-18



Notary Public

MUNICIPAL CORPORATION ACKNOWLEDGEMENT

STATE OF NEW YORK)
) ss.:
COUNTY OF NIAGARA)

On this _____ day of _____, 2017, before me personally came PAUL DYSTER, to me known, who being by me duly sworn, did depose and say that he resides in _____, New York; that he is the Mayor of the City of Niagara Falls, a municipal corporation of the State of New York; and that he executed the above instrument as Mayor and caused the seal of the City of Niagara Falls to be thereunto affixed, in accordance with the authorization of the City of Niagara Falls.

Notary Public

Agreement to be executed by their authorized representatives on the date indicated, to be effective upon the Effective Date as that term is described within this Agreement.

COUNTY OF NIAGARA

COUNTY OF ORLEANS

By: _____
Wm. Keith McNall, Chairman
Niagara County Legislature

By: _____
David B. Callard, Chairman
Orleans County Legislature

Approved By: _____

Approved by: _____

CITY OF LOCKPORT

CITY OF NIAGARA FALLS

By: _____
Anne E. McCaffrey, Mayor

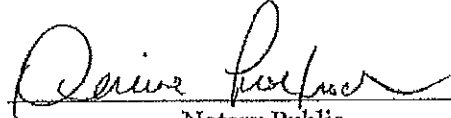
By: _____
Paul Dyster, Mayor

CITY OF NORTH TONAWANDA

By: _____
Arthur G. Pappas
Arthur G. Pappas, Mayor

STATE OF NEW YORK)
) ss.:
COUNTY OF NIAGARA)

On this 15th day of September, 2017, before me personally came ARTHUR G. PAPPAS, to me known, who being by me duly sworn, did depose and say that he resides in North Tonawanda, New York; that he is the Mayor of the City of North Tonawanda, a municipal corporation of the State of New York; and that he executed the above instrument as Mayor and caused the seal of the City of North Tonawanda to be thereunto affixed, in accordance with the authorization of the City of North Tonawanda.



Notary Public

DENISE PROEFROCK
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01PR6125824
Qualified in Niagara County
My Commission Expires 4/18/21