

AGREEMENT

THIS AGREEMENT, made this _____ of _____, 20____, by and between the TOWN OF PENDLETON, a municipal corporation of the State of New York having its office at 6570 Campbell Boulevard, Lockport, New York 14094-9229, party of the first part, herein called the "Town" and NIAGARA COMMUNITY ACTION PROGRAM, INC., a not-for-profit corporation of the State of New York having an office at 1521 Main Street, Niagara Falls, New York, 14305, party of the second part, herein called "Niagara CAP" WITNESSETH:

WHEREAS Niagara CAP is a not-for-profit corporation having as one of its principal functions and purposes the providing of aid and assistance, including housing services, to needy and disadvantaged persons within the County of Niagara through the use of funding subsidies from federal, state, and municipal governments and agencies, and

WHEREAS the Town desires to participate in the funding of Niagara CAP for such purposes in return for Niagara CAP's provision of housing and other services to the residents of the Town as hereinafter set forth, and

WHEREAS the parties jointly desire and intend to cooperate toward providing such services for the benefit of the residents of the Town under the terms and provisions of this agreement, and

WHEREAS the execution of this agreement has been duly approved by resolutions duly adopted by the Town Board of the Town and the Board of Directors of Niagara CAP,

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants hereinafter set forth, the parties do hereby mutually agree as follows:

1. The Town shall allocate and pay over to Niagara CAP the sum of One Thousand Five Hundred Dollars (\$1,500.00) to be used and applied by Niagara CAP for the purposes hereinafter stated, such payment to be made within 30 days after the above date of this agreement.
2. Niagara CAP will accept such payment from the Town and shall use and apply the same solely and exclusively for the purposes hereinafter stated.
3. The said monies so paid by the Town to Niagara CAP shall be used by Niagara CAP solely for the purpose of providing housing services to residents of the Town of Pendleton and for making application for federal and state subsidies to initiate and operate a Rural Preservation Program for such persons which would aid and assist low-income and moderate-income residents in the repair, renovation, remodeling, and maintenance of their homes under the criteria, guidelines, and requirements prescribed by the providers of such subsidies. The housing services to be provided may include but not be limited to the repair and renovation of homes as necessary to bring them into compliance with applicable building codes, and/or as matching contributions to the extent required to obtain and secure such subsidies. The aforesaid housing services and assistance may take the form of a direct subsidy to the qualified town resident for the purpose set out above.
4. In addition to the services hereinbefore mentioned, Niagara CAP will provide to the residents of the Town such additional services as it customarily furnishes to its other clients and beneficiaries, including but not limited to counseling, information, referral, advocacy, application assistance, weatherization, child care and emergency assistance such as food, clothing and furniture. In addition thereto, Niagara CAP will also provide and continue to provide to the residents of the Town all of the services and programs that it offers county-wide to other persons within the County of Niagara.

5. Niagara CAP hereby warrants that the Town shall have no liability of any sort as a result of the actions or failure to act of Niagara CAP, or of any person, corporation, or entity providing services to any resident of the Town through Niagara CAP, and further agrees to indemnify, defend, and hold harmless the Town in the event of any claim against the Town arising from services or materials provided through Niagara CAP. The term of this agreement begins January 1, 2021, and ends December 31, 2021.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement by their respective duly authorized officers on the day and year first above written.

TOWN OF PENDLETON

(Seal)

By: _____
Joel Maerten
Supervisor

1/11/21

Date

NIAGARA COMMUNITY ACTION PROGRAM, INC.

(Seal)

By: *Suzanne Shears*
Suzanne Shears
CEO

11-10-2020

Date

STATE OF NEW YORK
COUNTY OF NIAGARA ss:

On this _____ day of _____, 20____, before me, the subscriber, personally came **Joel Maerten**, to me personally known, who, being by me duly sworn, did depose and say that he resides **in the Town of Pendleton**; that he is the Supervisor of the TOWN OF PENDLETON the corporation described in and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Town Board of said corporation; and that he signed his name thereto by like order.

Notary Public

STATE OF NEW YORK
COUNTY OF NIAGARA ss:

On this 10th day of November, 2020, before me, the subscriber, personally came **Suzanne Shears**, to me personally known, who, being by me duly sworn, did depose and say that she resides **in the Town of Porter**; that she is the CEO of the NIAGARA COMMUNITY ACTION PROGRAM, INC., the corporation described in and which executed the within instrument; that she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of said corporation; and that she signed her name thereto by like order.



Notary Public

SARAH J HORTON
NOTARY PUBLIC-STATE OF NEW YORK
No. 01HO6348211
Qualified in Niagara County
My Commission Expires 09-19-2024