

**Agreement Among**  
**The New York State Department of Environmental Conservation,**  
**Office of the State Comptroller - New York Environmental Protection and Spill**  
**Compensation Fund, County of Niagara, County of Orleans, City of Lockport, City**  
**of Niagara Falls, City of North Tonawanda and the Niagara Orleans Regional Land**  
**Improvement Corporation**

This Agreement is entered on this 11<sup>th</sup> day of February, 2021, by and among the County of Niagara ("County") with offices at 75 Park Avenue, Lockport, New York 14094, County of Orleans ("County") with offices at 14016 Route 31 West, Suite 201, Albion, New York 14411, the City of Lockport, with offices at One Locks Plaza, Lockport, New York 14094, ("City"), the City of Niagara Falls ("City") with offices at 745 Main Street, Niagara Falls, New York 14301, City of North Tonawanda with offices at 216 Payne Avenue, North Tonawanda, New York 14120, ("City"), and the Niagara Orleans Regional Land Improvement Corporation ("Land Bank") with offices at 6311 Inducon Drive Sanborn, New York 14132, the New York State Department of Environmental Conservation ("NYSDEC"), with offices at 625 Broadway, Albany, New York 12233, and the Office of State Comptroller, New York Environmental Protection and Spill Compensation Fund ("Oil Spill Fund"), with offices at 110 State Street, Albany, New York 12236 (collectively, "Parties").

**WHEREAS**, NYSDEC is the Executive Agency of the State of New York responsible for enforcement of the Environmental Conservation Law of the State of New York ("ECL") and the New York State Finance Law ("SFL") and cleanup of contaminated properties pursuant to the ECL and Article 12 of the Navigation Law ("NL"); and

**WHEREAS**, NYSDEC is responsible for carrying out the policy of the State of New York to conserve, improve and protect its natural resources and environment and control water, land, and air pollution consistent with the authority granted to the NYSDEC and its Commissioner by Article 1, Title 3 of the ECL; and

**WHEREAS**, NYSDEC also has the authority, inter alia, to provide for the prevention and abatement of all water, land, and air pollution. See, e.g., ECL 3-0301.1.1; and

**WHEREAS**, Chapter 847 of the Laws of 1982 created the Hazardous Waste Remedial Fund and assigned custody to the Office of the State Comptroller who is to make funds available to NYSDEC for the investigation and remediation of hazardous waste. These funds are not to be made available until the Commissioner of the NYSDEC has ensured that all reasonable efforts have been taken to secure the voluntary agreement for costs of necessary remedial action from owners, operators or other responsible persons for inactive hazardous waste sites;

**WHEREAS**, Chapter 845 of the Laws of 1977 created the Oil Spill Fund and

assigned to the Office of the State Comptroller administrative and operational responsibility for the Oil Spill Fund ("Administrator"); and

**WHEREAS**, the Administrator is empowered to settle all claims involving liability under Article 12 of the NL for all petroleum discharges; and

**WHEREAS**, NL §173 prohibits the discharge of petroleum, and NL §181 provides that any person who discharges petroleum shall be strictly liable, without regard to fault, for all cleanup and removal costs; and

**WHEREAS**, the Land Bank is a duly organized Not-For-Profit Corporation, existing pursuant to Article 16 of the New York Not-For-Profit Corporation Law, created to cope with problems stemming from vacant, abandoned, tax delinquent and underutilized properties; and

**WHEREAS**, the Land Bank, in furtherance of its mission and purpose, may take title to tax delinquent, tax foreclosed, vacant or abandoned residential, commercial or industrial properties located in the County(ies) or City(ies), or other properties consistent with a redevelopment plan approved by the County(ies) or City(ies), and the foreclosing governmental unit may take title to property ("Property" or "Properties") through bankruptcy, tax delinquency, abandonment or other circumstances in which the foreclosing governmental unit acquires title by virtue of its function as a sovereign and/or foreclosing governmental unit or units ("Foreclosing Governmental Unit");

**WHEREAS**, Land Bank will hold and market such Properties in order to repurpose, redevelop and resell such Properties and restore them to the tax rolls, and Foreclosing Governmental Unit may take title to such Properties in order to sell such Properties, whether at public auction or otherwise, in order to restore them to the tax rolls; and

**WHEREAS**, the Land Bank shall seek to divest itself of such Property at the earliest practicable commercially reasonable time on commercially reasonable terms, consistent with its mission and purpose, taking into account market conditions and legal and regulatory requirements, and the Foreclosing Governmental Unit takes title to such Properties immediately prior to sale; and

**WHEREAS**, the Parties have a shared interest in ensuring that any environmental issues associated with the Properties do not interfere with the return of the Properties to the tax rolls, and to productive use, and that such issues are timely and appropriately addressed in order to protect public health and the environment; and

**WHEREAS**, the Parties have a shared interest in recovering any costs as defined herein; and

**WHEREAS**, this Agreement sets forth mutually agreeable principles which are intended to ensure cooperation between NYSDEC, the Oil Spill Fund, the Land Bank,

and Foreclosing Governmental Unit to establish an understanding regarding clean-up liability for the Land Bank, and Foreclosing Governmental Unit and to provide a mechanism for sharing of sale proceeds from Properties. This Agreement is intended to recognize that the best interests of the public, including the reimbursement of costs, are served by the coordination and cooperation of the Parties. The objective of this Agreement is to ensure that full consideration is afforded these interests, and that the individual missions and responsibilities of each Party are fully considered in the advancement of the Land Bank's mission and Foreclosing Governmental Unit's sovereign functions; and

**WHEREAS**, it is in the interest of all Parties to help return properties covered by this Agreement to the tax rolls.

**NOW, THEREFORE**, it is agreed among NYSDEC, the Oil Spill Fund, the County, and the Foreclosing Governmental Unit that:

## **ARTICLE I PARTIES**

- 1.1 For purposes of this Agreement the following terms shall apply:
  - 1.1.1 the County shall mean the County Niagara and/or the County of Orleans, their departments, agencies, agents, servants, officials, and employees.
  - 1.1.2 the Land Bank shall mean Niagara Orleans Regional Land Improvement Corporation or, its departments, agencies, agents, servants, officials, and employees.
  - 1.1.3 the City shall mean the City of Lockport, City of Niagara Falls or City of North Tonawanda.
  - 1.1.4 the Foreclosing Governmental Unit shall mean the tax district, which took title to such Property(ies) in order to sell such Property(ies), whether at public auction or otherwise.

## **ARTICLE II COOPERATION**

2.1 The Parties shall, on a regular basis, keep each other informed of and consult on matters of common interest, which in their opinion are likely to lead to mutual collaboration.

2.2 Consultation and exchange of information and documents under this Article shall be without prejudice to arrangements which may be required to safeguard the confidential and restricted character of certain information and documents.

2.3 The Parties shall, at such intervals as deemed appropriate, convene meetings to review the progress of activities being carried out under this Agreement and to plan future activities.

2.4 The Parties may invite each other to send observers to meetings or conferences convened by them or under their auspices in which, in the opinion of a Party, another may have an interest. Invitations shall be subject to the procedures applicable to such meetings or conferences.

2.5 The Parties agree to cooperate and share information in furtherance of identifying the nature and extent of contamination on the Properties, determining the extent of the remediation that is likely to be required, and the most efficient manner of and pursuing remediation, if and to the extent it is needed on one or more Properties.

2.6 Land Bank, and the Foreclosing Governmental Unit will share all environmental studies it conducts on the Properties with NYSDEC. NYSDEC will share, upon request, information in its possession provided such information can appropriately be released pursuant to the Freedom of Information Law ("FOIL"). Unless legally required, no formal FOIL request shall be necessary in order for such information to be provided.

2.7 Land Bank may request NYSDEC assistance, e.g., access to one or more Properties, to obtain environmental information. NYSDEC will consider such requests and will endeavor to approve such requests, but nothing herein contained shall require the NYSDEC to provide such assistance.

2.8 Oil Spill Fund and NYSDEC will use best efforts to notify Land Bank and the applicable Foreclosing Governmental Unit in writing no later than 90 days after the effective date of this Agreement, which of the Properties identified on Schedule A that it has expended funds on, and will endeavor to timely respond to requests going forward regarding whether funds have been expended with respect to additional Properties that come into the Foreclosing Governmental Unit's and/or Land Bank's possession.

### **ARTICLE III COVENANT NOT TO SUE AND RESERVATION OF RIGHTS**

3.1 Subject to Sections 3.3 and 3.4 below, to the extent that Land Bank takes title to a Property or a tax lien for a Property for the sole purpose of advancing its mission, NYSDEC and the Oil Spill Fund covenant not to sue or seek payment from the Land Bank as a responsible party as that term is defined in New York State law (ECL §27-1301 et seq. and NL Article 12) and federal law (42 U.S.C. §9607(a)).

3.2 In circumstances where the Foreclosing Governmental Unit is in the chain of title of a Property held or redeveloped by the Land Bank or in circumstances where the Foreclosing Governmental Unit takes title to Property by virtue of their sovereign functions

(e.g., tax foreclosure, tax delinquency, abandonment), the covenant not to sue or seek payment shall apply to the Foreclosing Governmental Unit provided, however, that the Foreclosing Governmental Unit meets all of the requirements that apply to the Land Bank in Sections 3.3, 3.4(A)(ii) and 3.4(B). In any event, the Foreclosing Governmental Unit retains all relevant statutory defenses available under any applicable state or federal environmental law including, but not limited to, those provided within the ECL, NL or Comprehensive Environmental Response, Compensation and Liability Act. Other than the Land Bank and the Foreclosing Governmental Unit, this Agreement, except as provided in Paragraph 4.1.3, shall not inure to the benefit of any third party, including successors in title or assigns of tax liens and/or Properties transferred by the Land Bank.

3.3 Nothing in this Agreement shall be construed to enlarge the liability, responsibilities or duties of the Land Bank or the Foreclosing Governmental Unit pursuant to New York State law (ECL § 27-1301 et seq. and NL Article 12), federal law (42 U.S.C. § 9601, et seq.), or any other New York State or federal environmental laws. Nothing in this Agreement shall be construed to diminish the rights of the Land Bank or the Foreclosing Governmental Unit pursuant to any applicable New York State or federal law.

3.4 A) A covenant not to sue or to seek payment will not be available to the Land Bank for a Property if: (i) the Land Bank holds an interest in a property outside of its mission; (ii) the Land Bank owned or operated the Property at the time of unlawful disposal or release, discharge or spill of contaminants on the Property, or if the Land Bank participates in management of the Property at the time of disposal, as that term is defined in federal law (42 U.S.C. §9601(20)(F)), or (iii) Land Bank fails to divest itself of the Property or tax lien within four (4) years from the time Land Bank takes title to the Property.

B) The NYSDEC and the Oil Spill Fund hereby reserve all of their respective rights concerning:

1) circumstances where the Land Bank or Foreclosing Governmental Unit causes or contributes to the release or threat of release at the Property of any hazardous substance (as that term is defined at 42 USC §9601[14]) or becomes responsible according to applicable principles of statutory or common law for any discharge of petroleum occurring at the Properties, other than existing contamination;

2) circumstances where the Land Bank and/or Foreclosing Governmental Unit fail to exercise "appropriate care"<sup>1</sup> with respect to existing

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<sup>1</sup> "Appropriate care" for purposes of this Agreement shall not include a requirement to remediate previously released contamination at the Property. Additionally, such acts constituting Appropriate Care shall not in and of itself constitute management of the Property. Nor shall marketing of such Property, the issuance of Requests for Proposal, the decision to sell, the negotiation and execution of a development agreement and related documents with terms acceptable to the seller, or, any acts by the Land Bank, County or City to bring about the cleanup of the Property, if desired, constitute management with respect to any liability protection afforded to the Land Bank, the

contamination by failing to take reasonable steps to: (i) stop any continuing release; (ii) prevent any threatened future release; and (iii) prevent or limit human, environmental, or natural resource exposure to any previously released contamination when the Land Bank and/or Foreclosing Governmental Unit has actual or constructive knowledge or notice of such exposure risk; and when such circumstances exist, the NYSDEC may take all appropriate action, including investigatory or remedial action, to protect public health and the environment;

3) circumstances where the Land Bank or Foreclosing Governmental Unit causes the use of the Property to change from the contemplated use to one requiring a greater level of cleanup of remaining contamination before that use can be implemented with sufficient protection of human health and the environment;

4) taking action based on fraud or gross negligence committed by the Land Bank or Foreclosing Governmental Unit in acquiring interest in the Property or in demonstrating compliance with any of the requirements of this Section 3.4.

3.5 In exchange for the benefits provided under this Article, Land Bank and Foreclosing Governmental Unit expressly waive any and all claims they ever had, now have, or may have in the future, as against the Oil Spill Fund relating to any petroleum contamination at the Properties on Schedule A, or any other Property covered by this Agreement.

3.6 Land Bank and Foreclosing Governmental Unit agree to allow the NYSDEC to determine whether remediation activities being conducted by the NYSDEC should continue at any Property.

3.7 Land Bank and Foreclosing Governmental Unit agree to require, as a condition of sale, that any party purchasing a property identified by NYSDEC as requiring remediation must, unless otherwise agreed by the NYSDEC, enter a remedial program approved by NYSDEC in order to undertake any necessary investigation and remediation. Further, such party shall be required to provide an Environmental Easement, pursuant to Article 71 of the ECL if requested by the NYSDEC.

3.8 For sites with petroleum contamination issues only, the covenant not to sue by the Oil Spill Fund shall only apply to those Properties where the Oil Spill Fund has incurred Costs and that have been included on Schedule A, or other Properties which are otherwise covered by this Agreement where the Oil Spill Fund has incurred Costs.

#### **ARTICLE IV REIMBURSEMENT OF COSTS**

4.1 To the extent that NYSDEC and the Oil Spill Fund have incurred

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County, or the City herein, or under any statute.

administrative, investigative or remediation costs relative to the investigation or remediation of hazardous waste and/or petroleum at a Property, NYSDEC, Oil Spill Fund, Foreclosing Governmental Unit, and Land Bank agree as follows:

4.1.1 Costs, for purposes of this Agreement, will be defined as follows:

4.1.1.1 NYSDEC State administrative, investigative or remediation costs, shall be as set forth in 6 NYCRR §375-1.5(b)(3)(i).

4.1.1.2 Foreclosing Governmental Unit costs shall be all tax lien amounts owed to the Foreclosing Governmental Unit or tax lien amounts that will be paid to another municipality, but shall not include any legally permissible penalties, interest, and fees.

4.1.1.3 Land Bank's costs shall be all acquisition and staff costs, contractual expenses associated with the environmental assessment, and the cost of marketing and management (including costs to undertake "Appropriate Care") of the Property.

4.1.1.4 Oil Spill Fund reimbursement costs shall be any costs incurred by the Fund to investigate, cleanup or otherwise remediate the Property or to pay third party damage claims but shall not include any legally permissible penalties and interest.

4.1.2 The sale<sup>2</sup> proceeds shall be disbursed as follows:

4.1.2.1 First to pay reasonable closing costs at a sale of a

Property;

4.1.2.2 Next, to the extent that i) the NYSDEC has expended funds at a particular Property covered by this Agreement, and ii) the pro-rata payment under 4.1.2.4 (below) does not result in a *minimum* of a \$1,000 payment to NYSDEC, NYSDEC shall be paid the sum of One Thousand Dollars (\$1,000.00) by the Party selling the Property for providing the covenant not to sue/release of liability.

4.1.2.3 Next, to the extent that i) the Oil Spill Fund has expended funds at a particular Property covered by this Agreement, and ii) the pro-rata payment under 4.1.2.4 (below) does not result in a minimum of a \$1,000 payment to the Oil Spill Fund, the Oil Spill Fund shall be paid the sum of One Thousand Dollars (\$1,000.00) by the Party selling the Property for providing the covenant not to sue/release of liability. If the total amount of remaining available

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<sup>2</sup> For purposes of this Agreement, a "sale" means a sale of real property by the County or Land Bank to a third party and does not include the original transfer of Property from the County to the Land Bank.

proceeds after paying the reasonable closing costs in 4.1.2.1 is insufficient to pay the Oil Spill Fund One Thousand Dollars (\$1,000.00), then the Party selling the Property shall be responsible for paying the One Thousand Dollars (\$1,000.00) to the Oil Spill Fund directly;

4.1.2.4 Next to pay the amount of costs, as defined in Subsection 4.1.1.1, 4.1.1.2, 4.1.1.3 and 4.1.1.4 owed to the NYSDEC, the Oil Spill Fund, the County, the City, any other municipality and/or the Land Bank. Such costs shall be paid proportionally from the net proceeds of the sale. If Land Bank is the Party selling the Property, the County, City or other municipality's share shall be paid to the Party selling the Property, i.e., the Land Bank;

4.1.2.5 Next to the Land Bank, if it is the Party selling the Property.

4.1.3 If all the requirements of Section 3.4 above are met, NYSDEC will refrain from bringing any administrative proceeding, and the Oil Spill Fund and NYSDEC will refrain from referring to the Attorney General, any claim for recovery of past costs incurred by NYSDEC or the Oil Spill Fund for the properties covered under this Agreement, as against Land Bank or the Foreclosing Governmental Unit, their secured creditors and insurers. Nothing in this Article IV shall be construed, or deemed, to preclude the State of New York from recovering claims for its costs from any party other than the Land Bank and Foreclosing Governmental Unit, their secured creditors and insurers. Successors and assigns in title of the Land Bank and Foreclosing Governmental Unit, except as provided for in Section 3.2, remain liable for any future costs incurred by the State related to the existing discharge or release to the extent allowed by law.

## **ARTICLE V TERM, TERMINATION AND AMENDMENT**

5.1 This Agreement is effective upon execution by the NYSDEC and Oil Spill Fund (collectively, "State Parties") and shall be binding upon and inure to the benefit of every Party that signs the Agreement. This Agreement may be terminated or amended only in writing by all Parties to the Agreement.

5.2 This Agreement shall apply only to the Properties listed on the attached Schedule A, and additional Properties as added to Schedule A from time to time. The Foreclosing Governmental Unit may delete a Property under their jurisdiction without approval from the State Parties by providing notice as specified in Article VI of the

intention to withdraw such Property from this Agreement. The Foreclosing Governmental Unit may add a property under their respective jurisdiction to Schedule A with approval from the State Parties by providing notice as specified in Article VI of the intention to add a Property to this Agreement.

5.2.1 The initial listing of requests on Schedule A shall be at the discretion of NYSDEC and/or the Oil Spill Fund. NYSDEC and/or the Oil Spill fund may reject any property suggested by the County, City or Land Bank for listing on the initial Schedule A.

5.2.2 NYSDEC and the Oil Spill Fund shall use their best efforts to make a decision on the initial Schedule A, within 90 days of the effective date of this Agreement.

5.2.3 NYSDEC and the Oil Spill Fund shall use their best efforts to decide on any subsequent request to add a Property within 90 days. NYSDEC and/or the Oil Spill Fund, at their own discretion, may reject any property that the County, City, or Land Bank seeks to add to Schedule A.

5.3 Articles III and IV shall survive any termination of this Agreement relative to any Property on Schedule A for which net sales proceeds have been distributed pursuant to Paragraph 4.1.2.

## **ARTICLE VI NOTICES AND ADDRESSES**

6.1 Any notice or request required or permitted to be given or made under this Agreement shall be in writing and shall be deemed sufficient if sent by regular first-class mail and certified mail, or personally delivered during business hours, to the addresses for the parties set forth above.

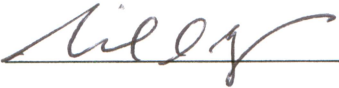
## **ARTICLE VII MISCELLANEOUS**

7.1 This Agreement comprises the complete understanding of the Parties in respect of the subject matter in this Agreement.

7.2 This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

**NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION:**

By: 

Name: Michael J. Ryan

Title: Director, Division of Environmental Remediation

Date: 2/11/21

**NEW YORK ENVIRONMENTAL PROTECTION and SPILL COMPENSATION FUND:**


By: 

Name: David J. Hasso

Title: Fund Administrator

Date: 2/4/21

**COUNTY OF NIAGARA**

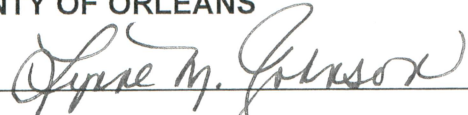
By: 

Name: Rebecca J. Wydlysh

Title: Chairman

Date: \_\_\_\_\_


**COUNTY OF ORLEANS**

By: 

Name: Lynne M. Johnson

Title: Chairman

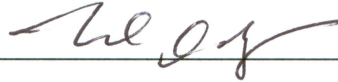
Date: 8/28/20

**APPROVED AS TO FORM**  
  
**KATHERINE BOGAN**  
Orleans County Attorney

**APPROVED**  
Orleans County Legislature  
Date: 8/26/2020 Resolution No.: 364-820

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

**NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION:**

By: 

Name: Michael J. Ryan

Title: Director, Division of Environmental Remediation

Date: 2/11/21

**NEW YORK ENVIRONMENTAL PROTECTION and SPILL COMPENSATION FUND:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**COUNTY OF NIAGARA**

By: 

Name: Rebecca J. Wydysch

Title: Chairman

Date: 7/1/2020

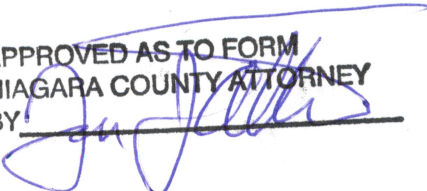
**COUNTY OF ORLEANS**

By: \_\_\_\_\_

Name: Lynne M. Johnson

Title: Chairman

Date: \_\_\_\_\_

APPROVED AS TO FORM  
NIAGARA COUNTY ATTORNEY  
BY: 

APPROVED AS TO FORM  
BY MACARA COUNTY ATTORNEY

**CITY OF LOCKPORT**

By: \_\_\_\_\_

Name: Michelle Roman

Title: Mayor

Date: \_\_\_\_\_

**CITY OF NIAGARA FALLS**

By: \_\_\_\_\_

Name: Robert Restaino

Title: Mayor

Date: \_\_\_\_\_

**CITY OF NORTH TONAWANDA**

By: Arthur G. Pappas

Name: Arthur G. Pappas

Title: Mayor

Date: 7/22/20

**NIAGARA ORLEANS REGIONAL LAND IMPROVEMENT CORPORATION**

By: \_\_\_\_\_

Name: Andrea Kylczek

Title: Executive Director

Date: \_\_\_\_\_

**CITY OF LOCKPORT**

By: \_\_\_\_\_

Name: Michelle Roman

Title: Mayor

Date: \_\_\_\_\_

**CITY OF NIAGARA FALLS**

By: Robert Restaino

Name: Robert Restaino

Title: Mayor

Date: 8-19-2020

**CITY OF NORTH TONAWANDA**

By: \_\_\_\_\_

Name: Arthur G. Pappas

Title: Mayor

Date: \_\_\_\_\_

**NIAGARA ORLEANS REGIONAL LAND IMPROVEMENT CORPORATION**

By: \_\_\_\_\_

Name: Andrea Kylczek

Title: Executive Director

Date: \_\_\_\_\_

**CITY OF LOCKPORT**

By: \_\_\_\_\_

Name: Michelle Roman

Title: Mayor

Date: \_\_\_\_\_

**CITY OF NIAGARA FALLS**

By: \_\_\_\_\_

Name: Robert Restaino

Title: Mayor

Date: \_\_\_\_\_

**CITY OF NORTH TONAWANDA**


By: \_\_\_\_\_

Name: Arthur G. Pappas

Title: Mayor

Date: \_\_\_\_\_

**NIAGARA ORLEANS REGIONAL LAND IMPROVEMENT CORPORATION**

By:  \_\_\_\_\_

Name: Andrea Kylczek

Title: Executive Director

Date: 7/6/20 \_\_\_\_\_

**CITY OF LOCKPORT**

By: Michelle Roman

Name: Michelle Roman

Title: Mayor

Date: 9/28/2020

**CITY OF NIAGARA FALLS**

By: \_\_\_\_\_

Name: Robert Restaino

Title: Mayor

Date: \_\_\_\_\_

**CITY OF NORTH TONAWANDA**

By: \_\_\_\_\_

Name: Arthur G. Pappas

Title: Mayor

Date: \_\_\_\_\_

**NIAGARA ORLEANS REGIONAL LAND IMPROVEMENT CORPORATION**

By: \_\_\_\_\_

Name: Andrea Kylczek

Title: Executive Director

Date: \_\_\_\_\_

## Schedule A - Niagara County Contaminated In-Rem Parcels

### City of Lockport

SBL #	Owner	Location	Property Use	Acres
108.16-2-74.1	Mollosky Edward	302 Park Ave	Active auto repair	0.24
108.19-1-35.11	Matheis Robert H	101 Upper Mountain Rd	Vacant	1.00
108.75-1-5	Granchelli Julie A	450 West Ave	Active auto repair	0.24
109.06-1-6	McCollum Mark	330 Mill St	Vacant	4.72
109.06-1-8	County Of Niagara	300 Mill St	Vacant	4.91
109.06-3-1	Birdsall Timothy T	198 Mill St	Vacant	1.96
109.06-3-34	Liberty Plant Main	89 Mill St	Vacant	1.61
109.10-2-17	Zapp Timothy	97 Union St	Vacant	0.19
122.08-1-1.1	Guterl Special Steel	601 Ohio St	Vacant with buildings	9.28
95.17-1-42	McCollum Mark	350 Mill St	Vacant	4.72

### City of Niagara Falls

SBL #	Owner	Location	Property Use	Acres
159.49-2-1	Belkota John Jose	2201 Falls St	Vacant auto repair	0.15
161.57-1-17	Bianco Mario	750 99th St	Vacant - Former Love Canal	0.15
161.73-1-2	Armstrong Lee C	470 99th St	Vacant - Former Love Canal	0.20

### Town of Cambria

SBL #	Owner	Location	Property Use	Acres
120.17-2-1.11	Sansone Samuel	5835 Shawnee Rd	Vacant	38.9
121.00-2-25	Junction Road Recycling	5222 Lockport Junction	Junkyard	16.83
78.00-1-30.2	Graf David	3859 Ridge Rd	Vacant auto repair	1.75

### Town of Lewiston

SBL #	Owner	Location	Property Use	Acres
118.20-2-1	Schmidt Charles K	2849 Saunders Settlement Rd	Vacant auto repair	1.19
130.07-1-19	Maltman Mark R	448 Belvedere Ave	Vacant	0.42
74.00-1-50	Kobryn Peter	Pletcher Rd	Vacant	22.84

### Town of Lockport

SBL #	Owner	Location	Property Use	Acres
108.00-1-17	Litwinski Edward	5719 Old Upper Mountain Rd	Vacant	1.19
108.00-1-18	Litwinski Edward	5723 Old Upper Mountain Rd	Vacant	5.24
108.00-1-20	Snow Douglas	5729 Old Upper Mountain Rd	Vacant	3.69

### Town of Newfane

SBL #	Owner	Location	Property Use	Acres
25.00-2-39	Fedkiw Susan	W Creek Rd	Vacant	0.58

### Town of Niagara

SBL #	Owner	Location	Property Use	Acres
130.11-1-8	4511 Hyde Park Blvd	4511 Hyde Park Blvd	Active industrial	32.67
130.15-2-1	Matiasz David	Pennsylvania Ave	Active junkyard	1.67
130.15-2-17	Matiasz David B	2998 Pennsylvania	Active junkyard	2.25
130.15-2-36	Matiasz David	4440 Witmer Rd	Active junkyard	0.53
130.15-3-2.1	Searight Arthur R	4225 Hyde Park Blvd	Vacant auto repair	0.44
130.15-4-2	Satarian Bonnie M	4250 Witmer Rd	Active auto repair/junkyard	1.77
130.15-5-10	Hagerman John	4401 Hyde Park Blvd	Active auto repair/junkyard	1.42
130.15-5-11	Brindisi Josephine	4425 Hyde Park Blvd	Vacant	0.53

130.15-5-14	Smith Josh	Delaware Ave	Vacant	0.17
130.15-5-15	Steele Classie M	Delaware Ave	Vacant	0.60
130.15-5-19	Hagerman John	4311 Hyde Park Blvd	Vacant auto repair	0.45
130.15-5-20	Hagerman John C	Hyde Park Blvd	Vacant junkyard	0.21
130.15-5-21	Hagerman John C	James Ave	Vacant junkyard	0.53
130.15-5-4	Matiasz David	Pennsylvania Ave	Vacant junkyard	0.59
130.15-5-5	County of Niagara	Pennsylvania Ave	Vacant junkyard	0.66
130.15-5-7	Matiasz David	Delaware Ave	Vacant junkyard	1.25
130.15-5-8	Steele Classie M	Pennsylvania Ave	Vacant junkyard	0.63
130.15-5-9	Hagerman John	Pennsylvania Ave	Vacant junkyard	0.55
130.19-2-1	3425 Hyde Park Blvd	3425 Hyde Park Blvd	Vacant industrial	7.00
130.19-2-3.1	Niagara Vest Inc	3505 Hyde Park Blvd	Vacant industrial	15.21
130.19-2-4.22	Seven Grand Prop	3535 Hyde Park Blvd	Vacant industrial	3.37
131.09-2-28.2	Empire Soils	4287 Witmer Rd	Vacant with building	1.75
131.10-1-20	Yorio Mathew L	4627 Military Rd	Vacant auto repair	0.27
131.10-1-3	Seven Grand Prop	4865 Military Rd	Vacant	0.61
145.07-1-1	Miller David J	3301 Military Rd	Active auto repair	0.70
145.07-4-84	Yorio Matthew	3003-3005 Military Rd	Active auto repair	1.12
145.10-3-5	Rotella Thomas	Manor Rd	Vacant	0.36
146.05-1-7	Falls Catering Inc	Haseley Dr	Vacant	11.27

### Town of Pendleton

SBL #	Owner	Location	Property Use	Acres
164.00-3-36	Frontier Chemical	Townline Rd	Vacant	73.00

### Village of Middleport

SBL #	Owner	Location	Property Use	Acres
86.17-1-72	Norco Machine	Cemetery St	Vacant	0.26
86.17-1-73	Dalal Masooma	Cemetery St	Vacant	0.11
86.17-1-74	Conley James F	23-25 Maple Ave	Vacant industrial	0.29
86.17-1-75	Norco Machine	Elizabeth St	Vacant industrial	0.39
86.17-1-76	Norco Machine	Maple Ave	Vacant industrial	1.03
86.17-1-98.1	Dunn & Schoolcraft	140 Telegraph Rd	Vacant industrial	5.57

### Town of Royalton

SBL #	Owner	Location	Property Use	Acres
86.00-3-12.121	Dunn & Schoolcraft	Rochester Rd	Vacant industrial	2.32

### Town of Wheatfield

SBL #	Owner	Location	Property Use	Acres
161.15-5-10	Town of Wheatfield	102nd St	Vacant - Former Love Canal	0.95
161.15-5-11.1	Town of Wheatfield	102nd St	Vacant - Former Love Canal	0.75
161.15-5-11.2	Town of Wheatfield	701 102nd St	Vacant - Former Love Canal	0.21
161.15-5-13	Town of Wheatfield	102nd St	Vacant - Former Love Canal	4.5
161.15-5-14	Town of Wheatfield	102nd St	Vacant - Former Love Canal	2.14
161.15-5-17	Dann M Dene	103rd St	Vacant - Former Love Canal	0.19
161.15-5-19	Dann M Dene	103rd St	Vacant - Former Love Canal	0.34
161.15-5-22	Dann M Dene	103rd St Ext	Vacant - Former Love Canal	0.24
161.15-5-23	Schaal Kevin C	103rd St	Vacant - Former Love Canal	0.15
161.15-5-37	Sambucco Gennar	102nd St	Vacant - Former Love Canal	0.07
161.15-5-38	Town of Wheatfield	629 102nd St	Vacant - Former Love Canal	0.24
161.15-5-39	Town of Wheatfield	639 102nd St	Vacant - Former Love Canal	0.25
161.15-5-40	Town of Wheatfield	679 102nd St	Vacant - Former Love Canal	0.18
161.15-5-41.2	Town of Wheatfield	681 102nd St	Vacant - Former Love Canal	0.12
161.15-5-42	Town of Wheatfield	699 102nd St	Vacant - Former Love Canal	0.18
161.15-5-5	Town of Wheatfield	771 102nd St	Vacant - Former Love Canal	2.79

161.15-5-6	Town of Wheatfield	102nd St	Vacant - Former Love Canal	1.47
161.15-5-7	Town of Wheatfield	102nd St	Vacant - Former Love Canal	0.95
161.15-5-9	Town of Wheatfield	102nd St	Vacant - Former Love Canal	2.83
174.07-3-2	Behrens Mildred L	1990 River Rd	Vacant	0.42
174.07-3-3	Behrens Mildred	River Rd	Vacant	0.21
175.00-1-1.112	Haseley Construction	River Rd	Lake	30.25

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