



## MEMORANDUM OF UNDERSTANDING Niagara International Transportation Technology Coalition (“NITTEC”)

This Memorandum of Understanding (this “MOU”) is amended and restated as of this thirty-first day of March, 2018, by and between the Ministry of Transportation Ontario (“MTO”); New York State Department of Transportation (“NYSDOT”); New York State Thruway Authority (“NYSTA”); Niagara Frontier Transportation Authority (“NFTA”); Erie County; and such additional public entities that may become Policy Members as defined herein.

### WITNESSETH:

**WHEREAS**, the Niagara International Transportation Technology Coalition (“NITTEC”) is a consortium of agencies, authorities, municipalities and other entities in the Niagara Frontier region of New York and the Niagara region of Ontario; and

**WHEREAS**, the mission of NITTEC is to maintain a regional, cooperative approach to transportation management and thereby improve regional and international transportation mobility, promote economic competitiveness, and minimize adverse environmental effects related to the regional transportation system; and

**WHEREAS**, to accomplish such mission, the Members of NITTEC wish to improve safety and operations and reduce congestion on the transportation network by coordinating transportation incident notification and response, construction projects, and deployment of Intelligent Transportation System (ITS) elements; and

**WHEREAS**, in pursuit of such mission, the parties first entered into a Memorandum of Understanding dated September 22, 1995 that established the organizational and operational structure of NITTEC; and

**WHEREAS**, the parties subsequently entered into Memorandums of Understanding dated March 31, 1999, March 31, 2002, March 31, 2004, March 31, 2006, March 31, 2008, March 31, 2010, March 31, 2012, March 31, 2014, and March 31, 2016 to maintain the organizational and operational structure of NITTEC; and

**WHEREAS**, the parties hereto find it necessary and convenient to execute this amended and restated MOU to achieve the stated mission of NITTEC.

**NOW, THEREFORE**, in consideration of the covenants herein contained, the parties hereto do hereby agree that the operation of NITTEC shall be as follows:

# **Article I - Membership**

## **Section 1.1 - Membership Classes**

NITTEC shall consist of three classes of membership with the following rights and responsibilities:

A) Policy Members shall mean the MTO, NYSDOT, NYSTA, NFTA, Erie County, and such other public agencies and authorities that are approved by the Board of Directors as Policy Members. Each Policy Member shall officially designate one voting representative on the Board of Directors, which representative shall be a senior level executive of the Policy Member. Each Policy Member shall also officially designate representatives to serve as active participants in at least three Committees identified in or otherwise established by the Board of Directors in accordance with Article II of this MOU. Policy Members shall submit all such designations to the NITTEC Executive Director.

B) General Members shall mean the Buffalo and Fort Erie Public Bridge Authority, Niagara Falls Bridge Commission, City of Buffalo, Niagara County, Niagara Region, City of Niagara Falls – Ontario, City of Niagara Falls – New York, Niagara Parks Commission, Town of Fort Erie, and such other governmental entities that are actively engaged in transportation operations, have transportation facility or infrastructure ownership, and are approved by the Board of Directors as General Members. Each General Member shall officially designate representatives to serve as active participants in at least two Committees identified in or otherwise established by the Board of Directors in accordance with Article II of this MOU. General Members shall submit all such designations to the NITTEC Executive Director. Each General Member may also send a representative to attend meetings of the Board of Directors as a non-voting participant; General Members shall not have a vote in any matter that comes before the Board of Directors.

C) Affiliate Members shall mean those entities listed in Attachment 1 hereto and such other entities that are approved by the Board of Directors as Affiliate Members. Each Affiliate Member may send representatives to participate in Committees identified in or otherwise established by the Board of Directors in accordance with Article II of this MOU. Each Affiliate Member may also send a representative to attend meetings of the Board of Directors as a non-voting participant; Affiliate Members shall not have a vote in any matter that comes before the Board of Directors.

## **Section 1.2 - Indicia and Terms of Membership**

All Policy Members shall execute this MOU. General and Affiliate Members shall indicate their commitment to their respective membership classes by execution of a standard signature page set forth in Attachments 2 and 3 hereto, as applicable.

For purposes of this MOU relative to Policy and General Members, "active participants" shall mean that designated representatives shall attend at least two-thirds of the meetings of the Board of Directors and Committees to which they have been designated as representatives.

## Article II – Board and Committee Structure

### Section 2.1 - Board of Directors

A) Each Policy Member shall have one vote on all matters brought before the Board of Directors, which vote shall be exercised by the Policy Member's officially designated representative on the Board of Directors. All actions taken by the Board of Directors shall be by unanimous consent. The Board of Directors shall:

- Provide overall program and policy direction with respect to all matters involving NITTEC and within the scope of this MOU.
- Establish the NITTEC Operating Procedures and NITTEC's annual budget.
- In its discretion, accept new members to the Policy, General and Affiliate Member classes.
- Facilitate the coordination of capital and operational issues among the NITTEC Members.
- Have oversight and approval responsibilities for the activities of the NITTEC Executive Director, including making recommendations to NYSDOT and NFTA relative to the hiring and firing of personnel to fill the Executive Director position.
- Have oversight, direction and approval responsibilities for the activities of the Standing Committees and project teams, including the Committees' work plans as deemed appropriate by the Board of Directors.
- Identify and approve strategic initiatives to meet NITTEC's mission.

B) The Board of Directors shall elect one of its members to serve as Chair. The term of the Chair shall be two years. The Chair shall be responsible for directing the business before the Board of Directors and for calling and establishing the agenda for meetings of the Board of Directors.

The Board of Directors shall elect one of its members to serve as Vice-Chair. The term of the Vice-Chair shall be two years, to run concurrently with the term of the Chair. In the event the office of Chair is vacant or the Chair is unable to perform the duties of the Chair by reason of illness, disability or absence, the Vice-Chair shall perform the duties of the Chair until such time as the Chair is able to perform such duties. In the event the Chair is unable to resume performance of the duties of the Chair during his/her term, the Vice-Chair shall serve as Chair for the remainder of such Chair's term and the Board of Directors shall elect a new Vice-Chair to fulfill the remainder of the Vice-Chair's term. The Vice-Chair shall automatically assume the position of Chair at the end of the Chair's two year term, at which time a new Vice-Chair will be elected for a two-year term as set forth herein.

## **Section 2.2 - Traffic Operations Center (TOC) Committee**

A) The duties of the TOC Committee shall include, but not be limited to:

- Identify and execute strategic initiatives within the purview of the Committee to meet NITTEC's mission as approved by the Board of Directors.
- Prepare and submit to the Strategic Planning Committee the Committee's component of the Strategic Plan.
- Establish the operating procedures and protocols of the NITTEC TOC(s) to monitor and report traffic conditions on the transportation system (including incidents) on a real-time basis to NITTEC Members and the public.
- Recommend/coordinate traffic management strategies to minimize delays and improve safety.
- Participate in planning for, and managing, the transportation system during special events and during major incidents.
- Prepare and submit to the Board of Directors an annual TOC Committee report and work plan.
- Perform such other functions and duties as directed by the Board of Directors.

B) The TOC Committee shall by consensus elect one of its members to serve as Chair. The term of the Chair shall be two years. The Chair shall be responsible for directing the business before the Committee and for calling and establishing the agendas for meetings of the Committee.

The TOC Committee shall by consensus elect one of its members to serve as Vice-Chair. The term of the Vice-Chair shall be two years, to run concurrently with the term of the Chair. In the event the office of Chair is vacant or the Chair is unable to perform the duties of the Chair by reason of illness, disability or absence, the Vice-Chair shall perform the duties of the Chair until such time as the Chair is able to perform such duties. In the event the Chair is unable to resume performance of the duties of the Chair during his/her term, the Vice-Chair shall serve as Chair for the remainder of such Chair's term and the Board of Directors shall elect a new Vice-Chair to fulfill the remainder of the Vice-Chair's term. The Vice-Chair shall automatically assume the position of Chair at the end of the Chair's two year term, at which time a new Vice-Chair will be elected for a two year term as set forth herein.

## **Section 2.3 - Technology and Systems (T & S) Committee**

A) The duties of the T & S Committee shall include, but not be limited to:

- Identify and execute strategic initiatives within the purview of the Committee to meet NITTEC's mission as approved by the Board of Directors.

- Prepare and submit to the Strategic Planning Committee the T&S Committee's component of the Strategic Plan.
- Identify and coordinate NITTEC Members' plans for use of ITS architecture and elements for Advanced Traffic Management (ATM).
- Facilitate the development and introduction of regionally compatible ITS architecture and technology for traveler information and traffic management.
- Review Revolving Loan Fund project applications for consistency with Regional ITS objectives and compatibility with existing systems for integration. Provide recommendations to the Board of Directors on technical aspects of Loan Applications.
- Prepare and submit to the Board of Directors an annual T & S Committee report and work plan.
- Perform such other functions and duties as directed by the Board of Directors.

B) The T & S Committee shall by consensus elect one of its members to serve as Chair. The term of the Chair shall be two years. The Chair shall be responsible for directing the business before the Committee and for calling and establishing the agendas for meetings of the Committee.

The T & S Committee shall by consensus elect one of its members to serve as Vice-Chair. The term of the Vice-Chair shall be two years, to run concurrently with the term of the Chair. In the event the office of Chair is vacant or the Chair is unable to perform the duties of the Chair by reason of illness, disability or absence, the Vice-Chair shall perform the duties of the Chair until such time as the Chair is able to perform such duties. In the event the Chair is unable to resume performance of the duties of the Chair during his/her term, the Vice-Chair shall serve as Chair for the remainder of such Chair's term and the Board of Directors shall elect a new Vice-Chair to fulfill the remainder of the Vice-Chair's term. The Vice-Chair shall automatically assume the position of Chair at the end of the Chair's two year term, at which time a new Vice-Chair will be elected for a two-year term as set forth herein.

**Section 2.4 - Western New York (WNY) Incident Management Committee**

A) The duties of the WNY Incident Management Committee shall include, but not be limited to:

- Identify and execute strategic initiatives within the purview of the Committee to meet NITTEC's mission as approved by the Board of Directors.
- Prepare and submit to the Strategic Planning Committee the WNY Incident Management Committee's component of the Strategic Plan.

- Develop recommendations for the better coordination, integration and implementation of operations to enhance the effectiveness of the region's highway incident management process.
- Foster communications and coordination among transportation agencies/authorities, public safety agencies/authorities, emergency service providers and traveler information sources that will lead to the development of policies, procedures and protocols for the management of highway incidents.
- Acknowledge a joint responsibility for a commitment of cooperation to support the National Unified Goal for Traffic Incident Management. The National Unified Goal (NUG) for Traffic Incident Management is a unified national policy developed by major national organizations representing traffic incident responders. Collaborative Traffic Incident Management programs and practices provide enhanced response to:
  - Reduce Traffic Congestion. Safer, more efficient traffic incident management will reduce congestion by reducing incident duration and preventing secondary incidents.
  - Increase Responder Safety. Improved incident management reduces responder risk by improving traffic control at incident scenes and reducing incident duration and risk exposure.
- Facilitate the planning and execution of real time traffic management for special events.
- Prepare and submit to the Board of Directors an annual Incident Management Committee report and work plan.
- Perform such other functions and duties as directed by the Board of Directors.

B) Each year, the WNY Incident Management Committee shall by consensus elect one of its members to serve as a Co-Chair. The term of the Co-Chairs shall be two years. For the second year of his/her two-year term, a Co-Chair shall be responsible for directing the business before the Committee and for calling and establishing the agendas for meetings of the Committee. For the first year of his/her two-year term, a Co-Chair shall assist the other Co-Chair who is performing the above enumerated duties. In the event a Co-Chair in the second year of his/her term cannot perform the above enumerated duties, the other Co-Chair shall assume those responsibilities. Whenever possible, one Co-Chair should be a representative of a transportation agency or authority and the other Co-Chair should be a representative of an emergency response entity.

### **Section 2.5 - Ontario Incident Management Committee**

- A) The duties of the Ontario Incident Management Committee shall include, but not be limited to:
- Identify and execute strategic initiatives within the purview of the Ontario Incident Management Committee to meet NITTEC's mission as approved by the Board of Directors.

- Prepare and submit to the Strategic Planning Committee the Ontario Incident Management Committee's component of the Strategic Plan.
- Develop recommendations for the better coordination, integration and implementation of operations to enhance the effectiveness of the region's highway incident management process.
- Foster communications and coordination among transportation agencies/authorities, public safety agencies/authorities, emergency service providers and traveler information sources that will lead to the development of policies, procedures and protocols for the management of highway incidents.
- Facilitate the planning and execution of real time traffic management for special events.
- Acknowledge a joint responsibility for a commitment of cooperation to support the National Unified Goal for Traffic Incident Management. The National Unified Goal (NUG) for Traffic Incident Management is a unified national policy developed by major national organizations representing traffic incident responders. Collaborative Traffic Incident Management programs and practices provide enhanced response to:
  - Reduce Traffic Congestion. Safer, more efficient traffic incident management will reduce congestion by reducing incident duration and preventing secondary incidents.
  - Increase Responder Safety. Improved incident management reduces responder risk by improving traffic control at incident scenes and reducing incident duration and risk exposure.
- Prepare and submit to the Board of Directors an annual Incident Management Committee report and work plan.
- Perform such other functions and duties as directed by the Board of Directors.

B) Each year the Ontario Incident Management Committee shall by consensus elect one of its members to serve as a Co-Chair. The term of the Co-Chairs shall be two years. For the second year of his/her two-year term, a Co-Chair shall be responsible for directing the business before the Committee and for calling and establishing the agendas for meetings of the Committee. For the first year of his/her two-year term, a Co-Chair shall assist the other Co-Chair who is performing the above enumerated duties. In the event a Co-Chair in the second year of his/her term cannot perform the above enumerated duties, the other Co-Chair shall assume those responsibilities. Whenever possible, one Co-Chair should be a representative of a transportation agency or authority and the other Co-Chair should be a representative of an emergency response entity.

## **Section 2.6 - Border Crossing Committee**

A) The duties of the Border Crossing Committee shall include, but not be limited to:

- Identify and execute strategic initiatives within the purview of the Border Crossing Committee to meet NITTEC's mission as approved by the Board of Directors.
- Prepare and submit to the Strategic Planning Committee the Border Crossing Committee's component of the Strategic Plan.
- Develop recommendations to foster communications and coordination among NITTEC Members, border agencies and stakeholders that will lead to the development of policies, procedures and protocols for the management of the border crossings for efficient movement of people and goods across the region's bi-national border.
- Prepare and submit to the Board of Directors an annual Border Crossing Committee report and work plan.
- Perform such other functions and duties as directed by the Board of Directors.

B) The Border Crossing Committee shall by consensus elect one of its members to serve as Chair. The term of the Chair shall be two years. The Chair shall be responsible for directing the business before the Committee and for calling and establishing the agendas for meetings of the Committee.

The Border Crossing Committee shall by consensus elect one of its members to serve as Vice-Chair. The term of the Vice-Chair shall be two years, to run concurrently with the term of the Chair. In the event the office of Chair is vacant or the Chair is unable to perform the duties of the Chair by reason of illness, disability or absence, the Vice-Chair shall perform the duties of the Chair until such time as the Chair is able to perform such duties. In the event the Chair is unable to resume performance of the duties of the Chair during his/her term, the Vice-Chair shall serve as Chair for the remainder of such Chair's term and the Board of Directors shall elect a new Vice-Chair to fulfill the remainder of the Vice-Chair's term. The Vice-Chair shall automatically assume the position of Chair at the end of the Chair's two year term, at which time a new Vice-Chair will be elected for a two-year term as set forth herein.

## **Section 2.7 - Construction Coordination Committee**

A) The duties of the Construction Coordination Committee shall include, but not be limited to:

- Identify and execute strategic initiatives within the purview of the Construction Coordination Committee to meet NITTEC's mission as approved by the Board of Directors.
- Prepare and submit to the Strategic Planning Committee the Construction Coordination Committee's component of the Strategic Plan.



- Standardize the manner in which NITTEC Members will communicate, coordinate and manage construction information.
- Coordinate and manage the development and implementation of the NITTEC Members' traffic management plans and activities related to construction.
- Review the NITTEC Members' construction programming to identify potential conflicts and mitigation.
- Identify ITS and operational opportunities within scheduled construction projects to minimize the impacts on regional mobility.
- Prepare and submit to the Board of Directors an annual Construction Coordination Committee report and work plan.
- Perform such other functions and duties as directed by the Board of Directors.

B) The Construction Coordination Committee shall by consensus elect one of its members to serve as Chair. The term of the Chair shall be two years. The Chair shall be responsible for directing the business before the Committee and for calling and establishing the agendas for meetings of the Committee.

The Construction Coordination Committee shall by consensus elect one of its members to serve as Vice-Chair. The term of the Vice-Chair shall be two years, to run concurrently with the term of the Chair. In the event the office of Chair is vacant or the Chair is unable to perform the duties of the Chair by reason of illness, disability or absence, the Vice-Chair shall perform the duties of the Chair until such time as the Chair is able to perform such duties. In the event the Chair is unable to resume performance of the duties of the Chair during his/her term, the Vice-Chair shall serve as Chair for the remainder of such Chair's term and the Board of Directors shall elect a new Vice-Chair to fulfill the remainder of the Vice-Chair's term. The Vice-Chair shall automatically assume the position of Chair at the end of the Chair's two year term, at which time a new Vice-Chair will be elected for a two-year term as set forth herein.

### **Section 2.8 - Strategic Planning Committee**

- A) The duties of the Strategic Planning Committee shall include, but not be limited to:
- Measure and report NITTEC's performance in meeting member, stakeholder and public expectations.
  - Identify and execute strategic initiatives within the purview of the Strategic Planning Committee to meet NITTEC's mission as approved by the Board of Directors.
  - Review and maintain NITTEC agreements, programs and documentation to reflect the current state of practice and regional conditions.

- Review and maintain strategic planning documentation, including periodic updates as directed by the Board of Directors, to establish priorities and identify needs.
- Identify, initiate and manage operations planning strategies, studies and requirements for establishing NITTEC goals, objectives and services.
- Continue to work with the Metropolitan Planning Organization (GBNRTC) to coordinate regional transportation planning and operations activities.
- Make recommendations to the Board of Directors on NITTEC's long term direction and strategic initiatives to meet NITTEC's mission.
- Prepare and submit to the Board of Directors an annual report on the Strategic Plan and Combined Committee Work Plan performance and accomplishments.
- Work cooperatively to finalize work plans with the other Committees.
- Perform such other functions and duties as directed by the Board of Directors.

B) The Strategic Planning Committee shall by consensus elect one of its members to serve as Chair. The term of the Chair shall be two years. The Chair shall be responsible for directing the business before the Committee and for calling and establishing the agendas for meetings of the Committee.

The Strategic Planning Committee shall by consensus elect one of its members to serve as Vice-Chair. The term of the Vice-Chair shall be two years, to run concurrently with the term of the Chair. In the event the office of Chair is vacant or the Chair is unable to perform the duties of the Chair by reason of illness, disability or absence, the Vice-Chair shall perform the duties of the Chair until such time as the Chair is able to perform such duties. In the event the Chair is unable to resume performance of the duties of the Chair during his/her term, the Vice-Chair shall serve as Chair for the remainder of such Chair's term and the Board of Directors shall elect a new Vice-Chair to fulfill the remainder of the Vice-Chair's term. The Vice-Chair shall automatically assume the position of Chair at the end of the Chair's two year term, at which time a new Vice-Chair will be elected for a two-year term as set forth herein.

### **Section 2.9 - Regional Traffic Signal Committee**

A) The duties of the Regional Traffic Signal Committee shall include, but not be limited to:

- Identify and execute strategic initiatives within the purview of the Committee to meet NITTEC's mission as approved by the Board of Directors.
- Prepare and submit to the Strategic Planning Committee the Committee's component of the Strategic Plan.

- Develop a Regional Signal Operations Plan including operational scenarios in which signal timing patterns would be implemented for accident, weather, congestion, and special events.
- Recommend plans for: maintaining and upgrading arterial signal equipment; coordinating signals; integrating priority corridors within the system; and identifying high quality transit corridors for implementation of Transit Signal Priority.
- Prepare and submit to the Board of Directors an annual Regional Traffic Signal Committee report and work plan.
- Perform such other functions and duties as directed by the Board of Directors.

B) The Regional Traffic Signal Committee shall by consensus elect one of its members to serve as Chair. The term of the Chair shall be two years. The Chair shall be responsible for directing the business before the Committee and for calling and establishing the agendas for meetings of the Committee.

The Regional Traffic Signal Committee shall by consensus elect one of its members to serve as Vice-Chair. The term of the Vice-Chair shall be two years, to run concurrently with the term of the Chair. In the event the office of Chair is vacant or the Chair is unable to perform the duties of the Chair by reason of illness, disability or absence, the Vice-Chair shall perform the duties of the Chair until such time as the Chair is able to perform such duties. In the event the Chair is unable to resume performance of the duties of the Chair during his/her term, the Vice-Chair shall serve as Chair for the remainder of such Chair's term and the Board of Directors shall elect a new Vice-Chair to fulfill the remainder of the Vice-Chair's term. The Vice-Chair shall automatically assume the position of Chair at the end of the Chair's two year term, at which time a new Vice-Chair will be elected for a two year term as set forth herein.

### **Section 2.10 - Additional Committees**

The Board of Directors may, in their discretion, establish additional standing or ad-hoc committees and/or project teams and assign to them such duties and functions as they deem appropriate. In the event additional standing committees are established, each such committee shall conduct its business in a manner similar to all other Committees set forth in this MOU (except the Incident Management Committees), including the election, term and duties of a Chair and Vice-Chair, and the submission of an annual report and work plan to the Board of Directors.

## **Article III – Staff and Funding**

### **Section 3.1 - NITTEC Executive Director**

The NITTEC Executive Director shall be responsible for:

- Managing the day-to-day operations of NITTEC in accordance with all applicable laws, rules and regulations, directives from the Board of Directors, and Policy Member directives as appropriate.

- Overseeing the Traffic Operations Center, which operates and controls selected ITS elements for Members and identifies conflicting mobility restrictions such as lane closures on parallel facilities for construction contracts, maintenance and utility operations.
- Progressing items contained within the approved work plans for the year, which are prepared by the Committees and approved by the Board of Directors.
- Administering the Revolving Loan Fund (RLF) and RLF Direct Grant Programs.
- Preparing the annual NITTEC budget for review and action by the Board of Directors.
- Communicating to the Board of Directors Chair about business that the Board of Directors needs to address.

### **Section 3.2 - NITTEC Staff**

All administrative functions related to the employment of NITTEC staff shall be as described in the Host Agreement, as defined in Section 3.3 herein.

### **Section 3.3 - Host Agreement**

NFTA will continue to serve as administrative host of NITTEC as provided for in the Agreement between New York State Department of Transportation and Niagara Frontier Transportation Authority for Operation of Traffic Operations Center dated January 16, 2001, as amended.

### **Section 3.4 - Funding**

The Executive Director shall each year prepare an annual budget for the fiscal period April 1 to March 31. The Executive Director shall submit the annual budget to the Board of Directors for its review and consideration. Once approved by the Board of Directors, NYSDOT, on behalf of NITTEC, will incorporate the approved budget into its presentation to the Greater Buffalo-Niagara Regional Transportation Council for inclusion in the region's Transportation Improvement Program.

### **Section 3.5 - NITTEC Participation**

The parties hereto understand and agree that execution of this MOU and participation in NITTEC does not obligate a party to commit any funds to NITTEC.

## **Article IV – Miscellaneous**

### **Section 4.1 - Term**

This MOU shall commence on April 1, 2018 and shall terminate on March 31, 2020.

### **Section 4.2 - Withdrawal**

Any Policy Member may withdraw from this MOU at any time by providing written notification to the other parties sixty (60) days prior to its withdrawal. In the event of such a withdrawal, this MOU will continue in effect with the remaining parties.

### **Section 4.3 - Parties in Interest**

This MOU shall be solely for the cooperative benefit of the NITTEC Members. No other person or entity shall be a beneficiary of its provisions, nor have a right to enforce its terms against the parties hereto.

### **Section 4.4 - Entire Agreement**

This MOU, together with any appendices, attachments, schedules or exhibits, constitutes the entire understanding between the parties and there are no other oral or extrinsic understandings of any kind between the parties. This MOU may not be changed or modified in any manner except by a subsequent writing, duly executed by the Policy Membership.

**In WITNESS WHEREOF**, the parties hereto executed this MOU on the date first above written. This MOU may be executed in several counterparts that, when taken together, shall constitute one and the same instrument.

**ATTACHMENT 2**

**Execution Page to**

**MEMORANDUM OF UNDERSTANDING (“MOU”)  
Niagara International Transportation  
Technology Coalition (“NITTEC”)**

**for General Members**

The undersigned General Member hereby agrees to the terms of the NITTEC MOU, as it may be amended from time to time by the Policy Members in accordance with its terms, including those terms applicable to the General Member class.

**City of Niagara Falls, NY**

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

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

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