

INTERMUNICIPAL AGREEMENT

BETWEEN

**THE COUNTIES OF HERKIMER, MONTGOMERY, OTSEGO and SCHOHARIE, all of
NY**

AND

THE CITIES OF ROME and UTICA, all of NY,

FOR THE CREATION OF THE

GREATER MOHAWK VALLEY LAND BANK

(a New York Land Bank)

PREAMBLE

This intermunicipal agreement made and entered into this __ day of _____, 2016 (“Agreement”) under the New York Land Bank Act, Article 16 of the New York Not-for-Profit Corporation Law, between **THE COUNTIES OF HERKIMER, MONTGOMERY, OTSEGO and SCHOHARIE, all of NY** (hereinafter the “Counties”) and the **CITIES OF ROME and UTICA, all of NY** (hereinafter the “Cities”) (hereinafter collectively referred to as the “Parties”) for the purpose of establishing and creating the **GREATER MOHAWK VALLEY LAND BANK (“GMVLB”)**, a type C not-for-profit corporation to administer and implement the purposes and objectives of this Agreement.

RECITALS

WHEREAS, in enacting the New York Land Bank Act as Article 16 of the New York Not-for-Profit Corporation Law (hereinafter the “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 it 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, § 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 residents; and

WHEREAS, the Parties desire to create the GMVLB 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, and “Corporation Director” means a person who is appointed to such Board.

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 each of the before-named County Boards and Legislatures;
- (b) the Agreement is approved by resolution, ordinance, or local law of the Common Council of each of the before-named Cities; and
- (c) the creation of the GMVLB 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 Greater Mohawk Valley Land Bank, or GMVLB.

Section 1.07. “Party” or “Parties” means either individually or collectively, as applicable, the above-named cities and counties.

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 Corporation Directors, 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 GMVLB to help address, in a coordinated manner, the Parties' problems and concerns regarding vacant and abandoned properties; to further foster the development of such property; and to promote economic growth through the return of vacant, abandoned, tax-foreclosed, and tax-delinquent properties to productive use.

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

Section 2.03. Intent. The intent of this agreement is to provide a fair and equitable distribution of funds among the members of the GMVLB to accomplish the purposes of the Land Bank.

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 "Greater Mohawk Valley Land Bank" or "GMVLB."

Section 3.02. By-Laws, and Policies and Procedures. The Board shall adopt by-laws consistent with the provisions 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 the County of Herkimer.

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 each of them shall not be responsible, in whole or in part, for the acts of the employees, agents, and servants of any of the other of them, 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 of the cities or counties, nor shall any obligation of the Land Bank constitute an obligation of any city or county.

Section 3.09. No Third-Party Beneficiaries. Except as otherwise specifically provided, this Agreement does not create and 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 **CORPORATION MEMBERS**

Section 4.01. Corporation Members. Foreclosing Governmental Units (FGUs) including the Counties of Herkimer, Montgomery, Otsego, Schoharie and the Cities of Rome and Utica, all of the State of New York, will comprise the GMVLB, and will be Corporation Members.

Section 4.02. Number. There will be six FGUs participating in the GMVLB.

Section 4.03. Size. Without the affirmative vote of all Corporation Members, there can be no increase in the number of Corporation Members of the GMVLB.

ARTICLE V **BOARD, EXECUTIVE DIRECTOR AND STAFF**

Section 5.01. Board Composition. The Land Bank shall be governed by a Board of Directors consisting of nine persons, each of whom shall be a Corporation Director. Each Corporation Director shall serve without compensation. Each Corporation Director 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 term.

The Corporation Directors shall be appointed as follows:

- (a) One (1) Corporation Director shall be appointed by the County Executive, Chairman or Supervisor of each County and confirmed by the respective County Legislature or Board;
- (b) One (1) Corporation Director shall be appointed by the Mayor of each City.

- (c) One (1) Corporation Director who is a resident of Herkimer County shall be appointed by the Chairman of the Legislature and confirmed by the Herkimer County Legislature;
- (d) One (1) Corporation Director who is a resident of Otsego County shall be appointed by the Chairman of the Board of Representatives and confirmed by Resolution of the Otsego County Board of Representatives;
- (e) One (1) Corporation Director who is a resident of Schoharie County shall be appointed by the Chairman of the Board of Supervisors and confirmed by Resolution of the Board of Schoharie County;
- (f) One (1) Corporation Director who is a Member of the Common Council of the City of Utica shall be appointed by the Common Council of the City of Utica;

Section 5.02. Initial Corporation Directors. The first term of the first Corporation Directors shall commence on the date of the first Board meeting. The initial Corporation Directors of the Board of the Land Bank shall be:

- (a) Appointed by the Chairman of the Legislature, confirmed by the Herkimer County Legislature:
Raymond Johnson (County Legislator); initial term of 2-years
Kurt Ackerman (County Legislator); initial term of 1-year
- (b) Appointed by the County Executive of Montgomery County:
Karl Gustafson (Office of the Executive); initial term of 2-years
- (c) Appointed by the Chairman of the Board of Representatives of Otsego County, confirmed by Resolution of the Board:
Margaret M. Kennedy (County Representative); initial term of 2-years
Craig Gelbsman (County Representative); initial term of 1-year
- (d) Appointed by Chairman of the Board of Supervisors, confirmed by Resolution of the Board of Schoharie County:
Steven Wilson (County Administrator); initial term of 2-years
- (e) Appointed by the Mayor of the City of Rome:
Mark Domenico (Chief Enforcement Officer); initial term of 1-year
- (f) Appointed by the Mayor of the City of Utica:
Brian Thomas (Commissioner, Urban & Economic Development); initial term of 2-years
- (g) Appointed by the Common Council of the City of Utica:
Joseph A. Marino (Chair, Economic Development Committee),
initial term of 1-year

Section 5.03 Term of Office. Except for the terms of the initial Corporation Directors as outlined in Section 5.02, the Corporation Directors appointed to succeed the initial Corporation Directors shall be appointed for a term of 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 5.04. Qualifications. All Corporation Directors of the Land Bank shall be residents of the county or city that nominated them.

Section 5.05. Removal. Corporation Directors serve at the pleasure of the appointing Party.

Section 5.06. Vacancies. A vacancy among the Corporation Directors appointed under section 5.01, whether caused by the death, resignation, or removal of a Corporation Director, 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 practicable.

Section 5.07. 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 shall hold such other meetings at the place, date, and time as the Board shall determine.

Section 5.08. Records of Meetings. The Board shall maintain minutes and 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 5.09. Quorum and Voting. Presence for both quorum and voting at a Board meeting may include electronic communication subject to the New York Open Meetings Law. All actions of the Board shall be approved by the affirmative vote of a majority of the Corporation Directors 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 Corporation Directorship:

- (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 Corporation Directorship, 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 5.10. 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 5.11. Fiduciary Duty. The Corporation Directors 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 Corporation Directors shall discharge their duties in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances.

Section 5.12. Compensation. The Corporation Directors shall serve without compensation. The Board may reimburse any Corporation Director for expenses actually and reasonably incurred in the performance of duties on behalf of the Land Bank.

Section 5.13. 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. 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 and conditions as the Board may specify.

Section 5.14. Employees. The Land Bank may employ or otherwise contract for the services of any 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 5.15. Conflicts of Interest. No Corporation Director, nor employee of the Land Bank, shall acquire any interest, direct or indirect, in Real Property of the Land Bank. No Corporation Director, 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 Corporation Directors and employees of the Land Bank. The Board shall require that any Corporation Director with a direct or indirect interest in any matter before the Board disclose such interest to the Board before the Board takes any action on the matter.

ARTICLE VI

POWERS OF LAND BANK

Section 6.01. 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 6.02 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 6.03. 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 6.04. 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 is otherwise related to the Real Property of the Land Bank.

Section 6.05. 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 6.06. 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 6.07. 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 VII RESTRICTIONS ON POWERS

Section 7.01. Eminent Domain Prohibited. The Land Bank shall neither possess nor exercise the power of eminent domain.

Section 7.04. 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 7.05. 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 7.06. Non-Discrimination. The Land Bank shall comply with all applicable laws prohibiting discrimination.

Section 7.07. 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 VIII

BOOKS, RECORDS, AND FINANCES

Section 8.01. Land Bank Records. The Land Bank shall keep and maintain at the principal office of the Land Bank all documents and records of the Land Bank. All records of the Land Bank, subject to any claimed privilege, shall be made available to any Party. The records and documents shall be maintained until the termination of this Agreement and shall be delivered to any successor entity.

Section 8.02. Financial Statements and Reports. The Land Bank shall cause to be prepared, at the Land Bank's expense, audited financial statements (balance sheet, statement of revenue and expense, statement of cash flows, and changes in fund balance) on an annual basis. Such financial statements shall be prepared in accordance with generally accepted accounting principles and accompanied by a written opinion of an independent certified public accounting firm. The Land Bank shall be subject to audit by the office of the state comptroller in accordance with Section 1603(h) of the Land Bank Act. An Annual Financial Report will be provided to each of the FGUs, at the option of the FGU.

Section 8.03. Annual Budget. The executive director, or other individual designated by the Board, shall prepare annually a budget for the Land Bank. The Board shall review and approve a budget for the Land Bank immediately preceding each Fiscal Year.

Section 8.04. Deposits and Investments. The Land Bank shall deposit and invest funds of the Land Bank, not otherwise employed in carrying out the purposes of the Land Bank, in accordance with an investment policy established by the Board consistent with laws and regulations regarding investment of Land Bank funds.

Section 8.05. Disbursements. Disbursements of funds shall be in accordance with guidelines established by the Board and in compliance with all State statutes and regulations.

Section 8.06. Performance Objectives. Each Fiscal Year, the executive director, or other individual designated by the Board, shall prepare, for review and approval by the Board, objectives for the Land Bank's performance. An Annual Objective Report will be provided and presentation made to each of the FGUs, at the option of the FGU.

Section 8.07. Real Property Inventory Records. The Land Bank shall inventory all Real Property owned, held, or disposed of by the Land Bank. The inventory shall be maintained as a public record and shall be available in accordance with Sections 1608(h) and (i), and Sections 1609(b) of the Land Bank Act.

ARTICLE IX

FUNDING AND EXPENDITURES

Section 9.01. Budget Contributions. While under no obligation, the Parties may contribute to the annual Land Bank budget in such manner as approved by the Party or Parties

Section 9.02. 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 9.03. Tax Allocation. Upon the adoption of a resolution or ordinance by any of the Parties, such Party may provide for Fifty (50) percent of that Party's real property taxes collected on any parcel or parcels of real property identified in such resolution or ordinance (or both) 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 9.04. 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 9.05. Authorized Expenditures. The Land Bank shall in its sole discretion and within its budget expend such funds as 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.

ARTICLE X DURATION OF AGREEMENT

Section 10.01. Duration. This Agreement shall commence on the Effective Date and shall remain in full force and effect for a period of three years.

Section 10.02. Withdrawal by Party. Any Party may withdraw from this Agreement upon six (6) months' notice to the other Parties, and to the Land Bank, but such withdrawal shall in no case be effective until the end of the then-current 3-year term. 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. 10.03. Dissolution. The Land Bank may only be dissolved pursuant to the requirements of Section 1613 of the Land Bank Act.

ARTICLE XI MISCELLANEOUS

Section 11.01. 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 US 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 such Party:

To: Herkimer County

Herkimer County
Office of the Chairman of the Legislature
Attn: Chairman of the Legislature
109 Mary Street, Suite 1111
Herkimer, NY 13350

With carbon copy to:

Herkimer County
Attorney's Office
Attn: County Attorney
109 Mary Street, Suite 1320
Herkimer, NY 13350

And to:

Herkimer County
County Legislature
Attn: Clerk of the County Legislature
109 Mary Street, Suite 1310
Herkimer, NY 13350

To: Montgomery County

Montgomery County
Office of the County Executive
Attn: County Executive
20 Park Street
PO Box 1500
Fonda, New York 12068

With carbon copy to:

Montgomery County
Department of Law
Attn: County Attorney
20 Park Street
PO Box 1500
Fonda, New York 12068

And to:

Montgomery County
County Legislature
Attn: Clerk of the County Legislature
20 Park Street
PO Box 1500
Fonda, New York 12068

To: Otsego County

Otsego County
Office of the Chairman
Attn: Chairman of the Board
197 Main Street
Cooperstown, NY 13326

With carbon copy to:

Otsego County
Department of Law
Attn: County Attorney
197 Main Street
Cooperstown, NY 13326

And to:

Otsego County
Board of Representatives
Attn: Clerk of the Board
197 Main Street
Cooperstown, NY 13326

To: Schoharie County

Schoharie County
Office of the Chairman
Attn: Chairman of the Board
County Office Building, 1st floor
284 Main Street
PO Box 429
Schoharie, NY 12157

With carbon copy to:

Schoharie County
Department of Law
Attn: County Attorney
County Office Building
284 Main Street
PO Box 429
Schoharie, NY 12157

And to:

Schoharie County
Board of Supervisors
Attn: Clerk of the Board
County Office Building
284 Main Street
PO Box 429
Schoharie, NY 12157

To: The City of Rome

City of Rome
Office of the Mayor
Attn: Mayor
198 North Washington Street
Rome, NY 13440

With Carbon Copy to:

City of Rome
Department of Law
Attn: Corporation Counsel
198 North Washington Street
Rome, NY 13440

And to:

City of Rome
Attn: City Clerk
198 North Washington Street
Rome, NY 13440

To: The City of Utica

City of Utica
Office of the Mayor
Attn: Mayor
1 Kennedy Plaza
Utica, New York 13502
With Carbon Copy to:

City of Utica
Department of Law
Attn: Corporation Counsel
1 Kennedy Plaza
Utica, New York 13502

And to:

City of Utica
Attn: City Clerk
1 Kennedy Plaza
Utica, New York 13502

Section 11.02. 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 11.03. 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 11.04. 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 11.05. 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 11.06. 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 11.07. 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 11.08. Cross-References. References in this Agreement to any article include all sections, subsections, and paragraphs in the article, unless specifically noted otherwise. References in this Agreement to any section include all subsections and paragraphs in the section.

Section 11.09. 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 Herkimer County.

Section 11.10. 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 11.11. 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 11.12. Certificate of Incorporation. The Certificate of Incorporation of the GREATER MOHAWK VALLEY LAND BANK is attached to this Agreement as Exhibit "A" and incorporated herein by reference.

Section 11.13. Effective Date. This Agreement shall become effective as of the Effective Date as that term is defined in Section 1.03 of this Agreement.

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

IN WITNESS WHEREOF the Counties of Herkimer, Montgomery, Otsego and Schoharie and the Cities of Rome and Utica 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.

Dated:_____

BY:_____

Bernard Peplinski, Sr.
Herkimer County, Chair of the Legislature

HERKIMER COUNTY

ATTEST:

Carole L. LaLonde, Clerk of the Legislature

Dated:_____

BY:_____

Matthew L. Ossenfort
Montgomery County Executive

MONTGOMERY COUNTY

ATTEST:

Cheryl Reese, Clerk of the Legislature

Dated:_____

BY:_____

Kathleen Clark
Otsego County, Chair of the Board of Representatives

OTSEGO COUNTY

ATTEST:

Carol McGovern, Clerk of the Board

Dated:_____

BY:_____

Earl VanWormer III
Schoharie County, Chair of the Board of Supervisors

SCHOHARIE COUNTY

ATTEST:

Sheryl Largeteau, Clerk of the Board

Dated:_____

BY:_____

Jacqueline M. Izzo
City of Rome, Mayor

CITY OF ROME

ATTEST:

Louise S. Glasso, City Clerk

Dated:_____

BY:_____

Robert M. Palmieri
City of Utica, Mayor

CITY OF UTICA

ATTEST:

Patricia A. Lindsey, City Clerk