

**SECOND AMENDMENT TO
INTERMUNICIPAL AGREEMENT**

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

AND

THE CITIES OF ROME and UTICA, all of NY,

SECOND AMENDMENT TO INTERMUNICIPAL AGREEMENT

This Second Amendment to Intermunicipal Agreement is made and entered this ___ day of _____, 2022 (“Amendment”) by and among **THE COUNTIES OF MONTGOMERY, OTSEGO and SCHOHARIE, all of NY** (collectively “Counties”) and the **CITIES OF ROME and UTICA, all of NY** (collectively “Cities”).

RECITALS

WHEREAS, the Counties and Cities, for the purpose of establishing and creating the GREATER MOHAWK VALLEY LAND BANK (“GMVLB”), entered into that certain Intermunicipal Agreement dated as of October 21, 2016, as thereafter amended by that First Amendment to Intermunicipal Agreement entered into in 2019 (“Intermunicipal Agreement”); and

WHEREAS, the Counties and Cities desire to amend the Intermunicipal Agreement in accordance with Section 11.10 thereof.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements contained herein and in the Intermunicipal Agreement and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto mutually agree as follows:

1. Duration. Section 10.01 of the Intermunicipal Agreement is hereby deleted and replaced in its entirety as follows: “This Agreement shall commence on the Effective Date and shall remain in full force and effect until _____, 2025. This Agreement shall thereafter be automatically renewed for successive three year periods until dissolution of the GMVLB in accordance with Article X of this Agreement and the Land Bank Act.”

2. Ratification. Except as expressly amended in this Amendment, all other terms and conditions of the Intermunicipal Agreement shall remain in full force and effect and are hereby ratified and confirmed by the Counties and Cities. In the event of any conflict between the terms of this Amendment and the terms of the Intermunicipal Agreement, the terms of this Amendment shall control.

3. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall constitute an original although not fully executed, but all of which when taken together shall constitute one Amendment. Delivery by facsimile or electronic mail of this Amendment or an executed counterpart hereof shall be deemed a good and valid execution and delivery thereof.

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IN WITNESS WHEREOF, the Counties of Montgomery, Otsego and Schoharie and the Cities of Rome and Utica have caused this Second Amendment to the Intermunicipal Agreement to be executed by their authorized representatives on the date indicated.

MONTGOMERY COUNTY

Dated: _____

By: _____
Matthew L. Ossenfort
Montgomery County, County Executive

ATTEST:

Cheryl Reese, Clerk of the Legislature

OTSEGO COUNTY

Dated: _____

By: _____
David Bliss
Otsego County, Chair of the Board of
Representatives

ATTEST:

Carol McGovern, Clerk of the Board

SCHOHARIE COUNTY

Dated: _____

By: _____
William A. Federice
Schoharie County, Chair of the Board of
Supervisors

ATTEST:

Sheryl Largeteau, Clerk of the Board

CITY OF ROME

Dated: _____

By: _____
Jacqueline M. Izzo
City of Rome, Mayor

ATTEST:

Jean Grande, City Clerk

CITY OF UTICA

Dated: _____

By: _____
Robert M. Palmieri
City of Utica, Mayor

ATTEST:

Melissa Sciortino, City Clerk