

FIRST AMENDMENT TO INTERMUNICIPAL AGREEMENT

(Delinquent Tax Collection and Foreclosure)

This First Amendment (“Amendment”) to the Intermunicipal Agreement for Delinquent Tax Collection and Tax Foreclosure Proceedings dated January 1, 2025 (the “Agreement”), by and between the County of Chemung, New York (“County”) and the City of Elmira, New York (“City”), is made as of _____, 2026.

WHEREAS, the County and the City have previously entered into several intermunicipal cooperative contracts, which contracts provide for consolidation of services and intergovernmental cooperation seeking the provision of cost-effective services to the public; and

WHEREAS, the County and City entered into the Agreement effective January 1, 2025 (attached here as “Exhibit 1”), and the parties desire to amend Paragraphs 6 and 7 of the Agreement to provide for an advance of delinquent city tax amounts beginning in February 2026; and

WHEREAS, the City agreed to submit a formal application for the timely initiation of a Comprehensive Review by the New York State Financial Restructuring Board (“FRB”) in accordance with all applicable statutory and regulatory requirements before February 28, 2026; and

WHEREAS, the County, in reliance upon the City’s satisfaction of this FRB application, agrees to amend the tax foreclosure agreement by allowing an advance of the delinquent city tax amounts as provided herein.

NOW, THEREFORE, the parties agree as follows:

1. Amendment of Paragraph 6: Paragraph 6 of the Agreement is hereby deleted in its entirety and replaced with the following:
 6. With respect to unpaid city taxes, the City shall, on the fifteenth (15th) day of February, 2026, and on the fifteenth (15th) day of February of each year thereafter while this Agreement is in effect, deliver to the County Treasurer’s Office a certified list of all properties on which there are unpaid city taxes, together with an itemization for each property showing the unpaid tax amount due, including accrued interest, penalties, and fees, which taxes were levied and due the City of Elmira for the city tax fiscal year immediately preceding the year in which such list is delivered.

On the twenty-eighth (28th) day of February, 2026, and on the twenty-eighth (28th) day of February of each year thereafter while this Agreement is in effect, the County shall pay to the City the full amount of unpaid taxes, together with accrued interest, penalties, and fees, as shown on the certified list delivered to the County on the fifteenth (15th) day of February of that year.

2. Amendment of Paragraph 7: Paragraph 7 of the Agreement is hereby deleted in its entirety and replaced with the following:

7. The County/City settlement of the advance outlined in Paragraph 6 shall proceed in the manner set forth below.

- a. Final Certified List and Settlement.

After April 15, 2026, and each year thereafter, the City shall provide a final certified list of all properties on which there are unpaid city taxes as defined in Paragraph 6. To the extent that unpaid amounts were collected by the City between February 15 and April 15, such amounts shall be remitted to the County as a credit toward the amount advanced pursuant to Paragraph 6.

The City shall provide to the County Treasurer a final certified list of all properties on which there remain unpaid city taxes as of April 15, together with a tax warrant settlement and advance reconciliation form. Upon review and acceptance of the final certified list and reconciliation, the County Treasurer and City Chamberlain shall agree in writing to the settlement amounts.

Upon completion of settlement, the County Treasurer shall commence delinquent collection activities on the remaining unpaid city taxes in accordance with New York State Real Property Tax Law. All unpaid city tax collection proceeds after settlement shall be retained by the County.

- b. Annual Pro-Rata Charges and Interest.

On an annual basis, the County shall charge the City for its pro-rata share of delinquent taxes, interest, penalties, fines, and assessments that remain unpaid or unsatisfied after any County tax foreclosure auction that includes delinquent tax bills for the City of Elmira and the Elmira City School District for which the City is liable.

The County shall also charge the City interest at the prevailing market rate, as determined by the County, on the entire tax advance amount from the date of the advance payment in February through April 30 or the date of settlement pursuant to Paragraph 7(a), whichever occurs first.

Such charges shall be deducted from the next annual advance due to the City in February pursuant to Paragraph 6, together with a full itemization of such charges.

The City may withhold any parcel of real property from the annual list of properties having unpaid taxes delivered to the County. The County shall not be required to pay the City the unpaid real property taxes on any parcel withheld by the City. Any withheld parcels shall be identified by tax map parcel number on a separate list delivered concurrently with the certified list.

For any parcel withheld by the City, the City shall be responsible for payment of unpaid school taxes and county taxes in accordance with Real Property Tax Law.

3. Conditional Rescission (adding a new subsection (c) to # 7)

(c). In the event the City fails to timely request or initiate a Comprehensive Review by the FRB, the County shall provide written notice of such failure to the City. The City shall thereafter have ten (10) days from receipt of such notice to cure the failure by submitting proof of a completed FRB application.

If the City fails to cure within the ten-day period, the County shall have no obligation to make any tax advance.

The County at its sole discretion, may, without liability or penalty, rescind the advance provisions of this Amendment and revert to the prior Intermunicipal Agreement dated January 1, 2025, upon written notice to the City.

4. This IMA, operative as of January 1, 2025, including all amendments to it, will remain effective until December 31, 2029, and will automatically expire on that date unless terminated earlier pursuant to its terms.
5. No Other Amendments: Except as expressly modified by this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.
6. Approval and Execution: This Amendment shall be subject to approval by the respective governing bodies of the County and the City.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date first written above.

COUNTY OF CHEMUNG

Date:
Res #

Christopher J. Moss, County Executive

CITY OF ELMIRA

Date:
Res #

Daniel J. Mandell, Jr., Mayor

DRAFT

Exhibit A

INTERMUNICIPAL AGREEMENT

THIS AGREEMENT was made this 1st day of January 2025, by and between the CITY OF ELMIRA, NEW YORK, a New York municipal corporation with its principal office at 317 East Church Street, Elmira, New York 14901 ("City"), and the COUNTY OF CHEMUNG, NEW YORK, a municipal corporation with its principal office at 203 Lake Street, Elmira, New York 14902 ("County").

WITNESSETH:

WHEREAS, the County currently conducts on an annual basis tax foreclosure proceedings for all delinquent real property taxes due the County and for certain other municipalities located within the County; and

WHEREAS, the City can conduct tax foreclosure proceedings for real property taxes levied by the City and the Elmira City School District for real property located within the municipal limits of the City; and

WHEREAS, the tax year for the City runs from the first day of January to the 31st day of December of the same calendar year; and

WHEREAS, the Elmira City School District's tax year runs from the first day of July to the 30th day of June of the immediately following year; and

WHEREAS, the City is desirous of having the County conduct on its behalf the tax foreclosure proceedings for the unpaid taxes levied by the City and the unpaid school taxes levied upon real property within the City commencing with the unpaid city taxes due for the tax year and the unpaid school taxes for the school tax years; which city and school district taxes are hereinafter referred to as Real Property Taxes.

NOW, THEREFORE, the City and the County mutually agree as follows:

1. In conjunction with the tax foreclosure proceedings that the County is conducting for the real property taxes due to itself and other municipalities located within Chemung County, the County agrees to conduct tax foreclosure proceedings to collect the Real Property Taxes due on properties located within the municipal limits of the City of Elmira.

2. The County will become the collector of all unpaid delinquent real property taxes due the Elmira City School District for the real property taxes due by the City to the Elmira City School District commencing with the 2024 school tax year.

3. The County will become the collector of all unpaid delinquent real property taxes due the City for the real property taxes due to the City commencing with the 2024 fiscal tax year.

4. With respect to unpaid delinquent school taxes for which the City is, or may, become liable for payment to the Elmira City School District, other than school taxes on city-owned properties for which the City is or will be liable, it is understood between the parties that the Elmira City School District shall deliver to the County Treasurer's office on the first day of April of each year, a list of all properties on which there are unpaid school taxes, together with the

amounts thereof, which taxes were levied by the Elmira City School District during the school fiscal year then in effect when such list is delivered.

5. Upon delivery of property delinquent list, or warrants, the County shall undertake the collection of such unpaid taxes and shall pay to the Elmira City School District on behalf of the City the amount of such unpaid taxes required to be paid to the School District pursuant to New York State Real Property Tax Law.

6. With respect to unpaid City taxes, the City shall deliver to the county treasurer's office on the first day of April of each year a certified list of all properties on which there are unpaid city taxes, together with an itemization for each property showing the tax amount due, interest, penalties, and any fines or assessments, which taxes were levied and due the City in and for the City tax fiscal year immediately preceding the year in which such list is delivered.

7. At the end of each month, the County shall remit payments to the City only the amounts collected for any taxes, interest, penalties, and any fines or assessments, that have been successfully collected after deducting any charges based on the list delivered to the County at the beginning of that month.

- a. Within fifteen days after the end of month from April to September, the County shall remit payments to the City for amounts collected for any taxes, interest, penalties, and any fines or assessments, that have been successfully collected and are legally due to the City after deducting any charges legally due to the County. Within thirty days after October 31, the County will pay the City of Elmira the remaining balance due for amounts uncollected as of October 31, resulting in a complete settlement of the City's delinquent tax list for each respective year.
- b. Additionally and on an annual basis, the County will charge the City of Elmira for their pro-rata share of delinquent taxes, interest, penalties, and any fines and assessments that remain unpaid or unsatisfied after any County property tax auction that includes delinquent tax bills for the City of Elmira and Elmira City School District for which the City is liable. Such charge shall be deducted from the next annual settlement due to the City of Elmira in November as indicted in 7a herein, with full itemization of said pro-rata auction charges. The City may withhold any parcel of real property from the list of properties having unpaid taxes which list is delivered annually to the County. The County shall not be responsible to pay to the City the unpaid real property taxes on any property withheld by the City. If the City withholds one or more parcels, the City shall deliver to the County Treasurer's Office concurrently with the delivery of the list, a separate list identifying the property or properties withheld by tax map parcel number. On any property withheld by the City, the City shall be responsible for payment of unpaid school taxes and county taxes in accordance with the Real Property Tax Law.

8. The County shall conduct the tax foreclosure proceeding in conformance with Article 11 of the New York State Real Property Laws.

9. The County may refuse to foreclose upon any parcel of real property that is located within the municipal limits when it is determined by the County to be in its best interest not to foreclose upon such real property. The reasons for refusing to foreclose a parcel of real property shall include but not be limited to those specified in Real Property Tax Law Section 1138.

10. Upon completion of a tax foreclosure proceeding all real property that is the subject of the tax foreclosure proceeding shall be deeded to the County pursuant to an Order and Judgment of the Chemung County Court.

11. Upon the filing of the deed into the County of Chemung, the Assessor for the City shall immediately apply the proper real property tax exemption code to all properties named on such deed to the County.

12. Upon the County acquiring title to real property located within the municipal boundaries as a result of a tax foreclosure proceeding, the County will send a list of such real property to the Elmira City Assessor, Elmira City Chamberlain, and Elmira City Building Inspection Services.

13. Upon remittance of the list of unpaid delinquent properties to be foreclosed real property to the County, the City Building Inspection Services will cause a review to be made of each property set forth on the list. A report will be submitted to the County that outlines the results of such inspection and such report will include the then current condition of the real property.

14. If the review of real property discloses that the real property is substandard, the City Building Inspection Services will notify the Chemung County Treasurer and Real Property Tax Office in writing that the property is substandard. Such notification shall include any observed discrepancies on the real property and a recommendation as to what actions should be undertaken to rectify such discrepancies.

15. The County shall not be required to repair such real property or to otherwise bring the property into compliance with the codes of the City.

16. The County may also inspect all foreclosed-upon on the real property to be conducted by such persons or agencies as the County may authorize.

17. In the event that it is determined that a structure located on a foreclosed-upon a parcel of real property is unsalvageable and should be demolished, the City may order the demolition of such structure, and in such event, the City shall be responsible for such demolition.

18. All sales of such foreclosed-upon real property shall be pursuant to the rules and regulations of the County.

19. Any property not repurchased by the prior owner or owners pursuant to the rules and regulations of the County (RPTL Section 1184) will be sold at public auction by the County at the next annual auction of foreclosed properties that the County holds.

20. Upon the completion of the auction sale and the receipt of the full purchase price of the real property, the County shall prepare a separate quit claim deed for the sale of each property located within the City that is a part of the tax foreclosure proceeding.

21. The City shall be responsible for determining if a property has complied with the City codes.

22. The city is responsible for notifying any property owner or person about code violations.

23. All proceeds from the public auction of the foreclosed-upon real property and from the sale to prior owners of foreclosed-upon real property shall be distributed according to Article 11 of the New York State Real Property Laws.

24. This agreement can only be modified or amended by a written agreement signed by both parties.

25. The County may assign this agreement, or any part thereof, to an outsourced third-party vendor for any of its rights or obligations under this Agreement to a third party, provided that written notice is given to the City. The county's assignment or outsourcing shall not require prior approval from the City.

26. The County hereby indemnifies and holds harmless the City, its councilmembers, officers, and employees from any and all claims, causes of action, judgments, costs and expenses (including reasonable attorney's fees) for property damage or bodily injury including death and/or personal injury and damage arising as a result of the negligence or intentional conduct of the County, its employees, agents, contractors, and representatives in performing and rendering the obligations pursuant to this Agreement. The City hereby indemnifies and holds harmless the County, its legislators, officers, and employees from any and all claims, causes of action, judgments, costs and expenses (including reasonable attorney's fees) for property damage or bodily injury including death and/or personal injury and damage arising as a result of the negligence or intentional conduct of the City, its employees, agents, contractors, and representatives in performing and rendering the obligations provided herein pursuant to this Agreement.

27. The County and City shall comply with all applicable federal, state, and local statutes, rules and regulations and fulfilling its obligations under this Agreement. In the event that the federal or state governments or departments thereof issue new or revised regulations, then each party promptly shall notify the other of the revisions or changes and each party shall comply therewith.

28. The City and County recognize that in the performance of this Agreement, the greatest benefits will be derived by promoting the interest of both parties, and each of the parties does, therefore, enter into this Agreement with the intention of loyally cooperating with the other in carrying out the terms of this Agreement; and each party agrees to interpret its provisions insofar as it may legally do, in such a manner as will promote the interests of both and render the highest service to the public and in accordance with the provision of this Agreement.

29. This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

30. If any term or provision of this Agreement or the application thereof shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, other than those as to which it is held invalid or unenforceable, shall not be affected.

31. All notices under this Agreement, including any notice pursuant to herein above, shall be in writing and shall be either personally served upon or mailed by certified mail, return receipt to:

For the City: City Manager
317 East Church Street
Elmira, New York 14901

For the County: County Executive
203 Lake Street, P.O. Box 588
Elmira, New York 14902

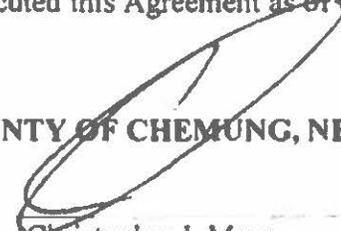
32. This Agreement is subject to approval by the respective municipal bodies of both the City and the County.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the year and date written below.

Dated: 7/1/25

Res #:

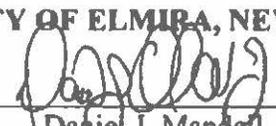
COUNTY OF CHEMUNG, NEW YORK

By: 
Christopher J. Moss
County Executive

Dated: 6/17/25

Res #: 2025-178

CITY OF ELMIRA, NEW YORK

By: 
Daniel J. Mandell, Jr.
City Mayor