

**VILLAGE BOARD MEETING**  
**March 6, 2019**  
**Agenda**

**Call to Order**

**Pledge of Allegiance**

**Approval of Minutes**

Village Board Meeting – February 6, 2019

Village Board Workshop Meeting – February 8th and February 20, 2019

**Privilege of the Floor**

**Administrative Committee** – Mayor Penders

**Sewers Committee** – Trustee Wohlers, Chair

**Planning/Zoning/Building Control** – Deputy Mayor Nellis-Ewell, Chair

A. Planning

**Resolution 3/2019**

Introduced by:

Seconded by:

Be it resolved that the Village of Spencerport Board of Trustees hereby approves the Mayor's appointment of Scott Clyde to the Planning Board with a term ending March 2024.

Vote of the Board: Carol J. Nellis-Ewell, Deputy Mayor  
Charles R. Hopson, Trustee  
Ray Kuntz, Trustee  
David Wohlers, Trustee  
Gary Penders, Mayor

**Resolution 3/2019**

Introduced by:

Seconded by:

Be it resolved that the Village of Spencerport Board of Trustees hereby approves the Mayor's appointment of Bill Ewsuk to the Planning Board with a term ending March 2024.

Vote of the Board: Carol J. Nellis-Ewell, Deputy Mayor  
Charles R. Hopson, Trustee  
Ray Kuntz, Trustee  
David Wohlers, Trustee

Gary Penders, Mayor

**Resolution 3/2019**

Introduced by:

Seconded by:

Be it resolved that the Village of Spencerport Board of Trustees hereby approves the Mayor's appointment of Joseph Slominski to the Planning Board with a term ending March 2024.

Vote of the Board: Carol J. Nellis-Ewell, Deputy Mayor  
Charles R. Hopson, Trustee  
Ray Kuntz, Trustee  
David Wohlers, Trustee  
Gary Penders, Mayor

**Resolution 3/2019**

Introduced by:

Seconded by:

Be it resolved that the Village of Spencerport Board of Trustees hereby approves the Mayor's appointment of Elizabeth Venezky to the Planning Board with a term ending March 2024.

Vote of the Board: Carol J. Nellis-Ewell, Deputy Mayor  
Charles R. Hopson, Trustee  
Ray Kuntz, Trustee  
David Wohlers, Trustee  
Gary Penders, Mayor

B. Architectural Review

C. Zoning

**Resolution 3/2019**

Introduced by:

Seconded by:

Be it resolved that the Village of Spencerport Board of Trustees hereby approves the Mayor's appointment of John Dole to the Zoning Board of Appeals with a term ending March 2024.

Vote of the Board: Carol J. Nellis-Ewell, Deputy Mayor  
Charles R. Hopson, Trustee  
Ray Kuntz, Trustee  
David Wohlers, Trustee  
Gary Penders, Mayor

**Resolution 3/2019**

Introduced by:

Seconded by:

Be it resolved that the Village of Spencerport Board of Trustees approves contracting with O’Neil and Rodak for surveying services in the area of Union Street and Nichols Street as it pertains to the current Zoning Map of the Village of Spencerport. Cost not to exceed \$2,200.00.

Vote of the Board: Carol J. Nellis-Ewell, Deputy Mayor  
 Charles R. Hopson, Trustee  
 Ray Kuntz, Trustee  
 David Wohlers, Trustee  
 Gary Penders, Mayor

D. Building Control

E. Code Review

**Finance Committee** – Mayor Penders, Chair

**Resolution 3/2019**

Introduced by:

Seconded by:

Be it resolved that the Village of Spencerport Board of Trustees hereby approves the below budget transfers

**March 6, 2019 BUDGET TRANSFER & REVISION Fiscal Year End 5/31/2019**

<b>AMOUNT</b>	<b>TO ACCOUNT</b>		<b>FROM ACCOUNT</b>	
\$205	A1325.402	Clerk/Treasurer - Advertising	A1325.400	Clerk/Treasurer - Contractual
\$25,000	A5142.100	Snow Removal - Salary	A5110.402	Highway - Road Materials
\$10,000	A5142.402	Snow Removal - De-icing Material	A8540.100	Drainage - Salary

Vote of the Board: Carol J. Nellis-Ewell, Deputy Mayor  
 Charles R. Hopson, Trustee  
 Ray Kuntz, Trustee  
 David Wohlers, Trustee  
 Gary Penders, Mayor

**Facilities Committee** – Trustee Hopson, Chair

A. Electric

**Resolution 3/2019**

Introduced by:

Seconded by:

Be it resolved that the Village of Spencerport Board of Trustees hereby approves SME Superintendent Owen McIntee and two (2) linemen to attend the 2019 March Engineering Workshop. The workshop is to be held Tuesday and Wednesday, March 26 & 27, 2019 at the Embassy Suites, Syracuse Destiny USA, Syracuse, NY. Cost not to exceed \$418.00

Vote of the Board: Carol J. Nellis-Ewell, Deputy Mayor  
Charles R. Hopson, Trustee  
Ray Kuntz, Trustee  
David Wohlers, Trustee  
Gary Penders, Mayor

**Resolution 3/2019**

Introduced by:  
Seconded by

Be it resolved that the Village of Spencerport Board of Trustees hereby approves and concurs in the attached Amendment to the NEW YORK MUNICIPAL POWER AGENCY AGREEMENT, pursuant to Article XI thereof.

Vote of the Board: Carol J. Nellis-Ewell, Deputy Mayor  
Charles R. Hopson, Trustee  
Ray Kuntz, Trustee  
David Wohlers, Trustee  
Gary Penders, Mayor

B. Other (Drainage, Franchise)

**Public Works Committee** – Trustee Kuntz, Chair

- A. Highways/Garage
- B. Public Services (Refuse, Recycling, Parks)

**Public Safety Committee** – Trustee Penders, Chair

- A. Fire Department
- B. Police
- C. Ambulance

**Human Resources Committee** – Mayor Penders, Chair

**Economic Development Committee** – Trustee Wohlers, Chair

**Green Initiatives** – Deputy Mayor Nellis-Ewell, Chair

**Village Clerk** – Jacqueline Sullivan

**Superintendent of Public Works** – Thomas M. West

**Superintendent of Electric** – Owen McIntee

**Attorney** – Eric Stowe

**Unfinished Business**

**New Business**

**Past, Current and Future Events** – Deputy Mayor Nellis-Ewell

**Bills**

**Post Audit**

March 2019

NEW YORK MUNICIPAL POWER AGENCY  
AGREEMENT

Between and Among as Potential Eligible Members:

Akron, Andover, Angelica, Arcade, Bath, Bergen, Boonville,  
Brocton, Castile, Churchville, Endicott, Fairport, Frankfort,  
Freeport, Greene; Green Island, Greenport, Groton, Hamilton,  
Holley, Ilion, Jamestown, Lake Placid, Little Valley, Marathon,  
Massena, Mayville, Mohawk, Penn Yan, Philadelphia, Plattsburgh,  
Richmondville, Rockville Centre, Rouses Point, Salamanca,  
Sherburne, Sherrill, Silver Springs, Skaneateles, .Solvay,  
Spencerport, Springville, Theresa, Tupper Lake, Watkins Glen,  
Wellsville, and Westfield, becoming a part of this New York  
Municipal Power Agency Agreement pursuant to its terms after the  
date hereof.

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Dated as of April 17, 1996

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**New York Municipal Power Agency Agreement**

This New York Municipal Power Agency Agreement, dated as of April 17, 1996, is hereby effective between and among the Members (as delineated in Appendix A) upon satisfaction of the preconditions set forth in Article III, Section 3, said municipalities being herein collectively referred to as the "Members".

**WITNESSETH**

WHEREAS, the Consolidated Laws of New York, General Municipal Law, Section 119-o and Sections 360 and, 361, permit any two or more municipalities which are organized and existing under the laws of the State of New York and which are authorized by such laws to engage in the local distribution and sale of electric energy, to enter into an agreement to jointly provide, purchase and transmit electric service; and

WHEREAS, each of the municipalities desires to enter into an agreement to jointly provide, purchase and transmit electric service and to exercise the powers set out in this Agreement; and

WHEREAS, the governing body of each of the municipalities has duly authorized and approved this Agreement by resolution duly adopted by a majority of the voting strength of that body (a certified copy of each such resolution being attached to the original copy hereof); and

WHEREAS, each of the municipalities desires to become a signatory to the Agreement,

NOW, THEREFORE, each of these municipalities does hereby covenant and agree, each in consideration of the foregoing and in consideration of the covenants and agreements of the others, as follows:

**I. NEW YORK MUNICIPAL POWER AGENCY**

Section 1. **Creation.**

The New York Municipal Power Agency is created to secure an adequate, economical and reliable supply of electric power and energy for its members and in furtherance thereof, to exercise all of the powers granted by the laws of the State of New York, including, but not limited to, all other powers necessary to effectuate the general purposes herein.

Section 2. **Name.**

The municipalities, acting jointly pursuant to this Agreement, shall be known as the New York Municipal Power Agency ("Agency").

Section 3. **Fiscal Year.**

Unless otherwise provided in the Bylaws or in a resolution adopted by the Board of Directors, the Fiscal Year of the Agency shall commence January 1 and end December 31.

**II. PURPOSES AND POWERS.**

Section 1. **General.**

Unless restricted by this Agreement, the Bylaws, by resolution adopted by a majority of the votes cast by the Representatives (as set forth in Article III, Section 2, herein), or by contract, the Municipalities jointly, and through the

Agency, may exercise any and all of the powers, rights and privileges of municipalities under New York Law.

Section 2. **Permitted Powers.**

(A) Nothing contained in this Agreement or in the Bylaws shall be construed to prohibit any Member from:

- (i) executing one or more other joint action agreements with other municipalities for the purposes allowed under New York Law;
- (ii) exercising any joint powers; or
- (iii) reselling any power, energy transmission or ancillary services purchased pursuant to Agency agreements, to any and all entities, including entities that are not "public bodies" pursuant to the Niagara Redevelopment Act, consistent with all existing contracts, laws and regulations.

(B) This Agreement hereby authorizes the agency to:

- (i) purchase power and energy and enter into multiple or single agreements for the purchase of power and energy and related services for its Members, including any agreements negotiated in advance of the date first above written or negotiated and implemented in advance of the formal approval of this Agreement by the signatory municipalities;
- (ii) enter into multiple or single agreements for the provision of transmission services or utilize pro forma transmission tariffs;
- (iii) perform load forecast studies, transmission, generation, and purchase options studies, and other planning activities of any and all kinds;

(iv) negotiate on behalf of any and all of its Members;

(v) establish, operate and maintain joint electric service among any or all of its Members;

(vi) acquire, own, lease, purchase, sell, operate and maintain real or personal property;

(vii) establish and perform employment, compensation, transfer, oversight and discharge duties and responsibilities for necessary personnel, including the hiring of an Executive Director, engineers, dispatching personnel, accountants, attorneys and other consultants;

(viii) make expenditures for all legitimate Agency purposes;

(ix) develop a budget, make assessments upon the Members and collect funds for Agency purposes and projects; and

(x) any and all other matters as are reasonably necessary and proper to effectuate and implement joint services or joint projects or other lawful Agency purposes.

### **III. MEMBERSHIP.**

#### Section 1. One Class of Membership.

Membership is limited to municipalities in New York State owning and operating electric distribution or generation and distribution systems. The potential eligible Members are listed in Appendix A. There shall be no other forms or classes of membership, unless the Bylaws so provide.

Section 2. **Representatives.**

Upon execution of this Agreement, each Member shall appoint a Representative to the Agency, to represent that Member in the exercise of its power as a Member, from the commencement of operation of the Agency until another Representative is appointed by the Member's local governing body by resolution. Each Member shall be represented by one Representative. Alternate or successor Representatives may be selected by resolution of the Member's local governing body, in the event of death, illness, resignation, or other inability to serve.

Section 3. **Election of Membership.**

Prior to September 30, 1996, any potential eligible Member may become a party to this Agreement and a Member of the Agency upon: 1) the execution of this Agreement by the municipality upon authorizing resolution of the local governing body of the municipality; and 2) the appointment of a Representative. After September 30, 1996, any potential eligible Member may become a party to this Agreement and a Member of the Agency upon satisfaction of all of the following conditions:

- 1) its admission, approved at an annual or special meeting of the Representatives by a two-thirds vote of the existing Members;
- 2) the municipality depositing with the Agency an amount equal to a proportionate share of the up-front and/or fixed costs incurred by the Agency prior to the date of admission of such municipality as a Member of the Agency, as determined by the Board of Directors; and 3) the resolution of the Board of

Directors that the municipality will become a Member of the Agency.

Section 4. **Withdrawal.**

Any Member may withdraw from the Agency upon the giving of notice of withdrawal by the appropriate administrative body of the utility, prior to the first day of January in any year, and such withdrawal shall become effective upon the second succeeding thirty-first day of December after such first day of January. Such notice of withdrawal shall be given in writing to the President and to the Secretary of the Agency. Notwithstanding the foregoing, withdrawal shall not be effective until~~only after the Agency has been in existence for, at minimum, three (3) years from the date first above written, and then only upon the~~

~~following conditions:~~ (i) the Member or its

Representative shall have filed with the Board of Directors a certified copy of a resolution by the Member's local governing body expressing its intention to withdraw; and (ii) the withdrawing Member shall have paid, or made arrangements satisfactory to the Board of Directors to pay, to the Agency its pro rata portion of any outstanding financial obligation of the Agency at the time of the Member's withdrawal, including any financial obligation of the Agency pursuant to any and all power and energy supply contracts, related transmission arrangements and any and all other agreements entered into by the Agency. At minimum, the Member shall pay for any and all power and energy that the Member has agreed to purchase pursuant to any power and energy supply contract, regardless of whether the Member takes such power or not. Upon the fulfillment of these conditions, the municipality will be deemed to no longer be a Member of the Agency.

It is hereby agreed and acknowledged that it will be impossible to measure in money the damage that would be suffered if a Member fails to comply with this Section and that in the event of any such failure, the Agency will be irreparably damaged and will not have an adequate remedy at law. The Agency shall, therefore, be entitled to injunctive relief without bond, in addition to any other remedy to which it may be entitled in law or in equity (including specific performance), to enforce such obligations, and if any action should be brought in equity to enforce any of the provisions of this Section, no Member shall raise the defense that there is an adequate remedy at law.

#### **IV. BOARD OF DIRECTORS.**

##### section 1. **Power and Duties.**

The powers of the Agency shall be exercised by the Board of Directors, in which shall be vested all of the powers conferred on the Agency by the Laws of New York State and by this

Agreement, other than those described in Section VII, herein, which shall require the approval of the Representatives. Directors shall not be compensated. Directors shall discharge their duties in good faith, and with that diligence and care which an ordinary prudent person in a like position would exercise under similar circumstances. Actions by the Board of Directors may be taken upon the vote of a majority of the Directors present and voting at any meeting at which a quorum is present. Each Director shall have one vote. The Board of Directors shall be authorized to develop an annual budget for the Agency's activities, and specific budgets for individual projects. The number of Directors shall be set forth in the Bylaws.

section 2. **Election.**

The manner of election of the Board of Directors shall be as set forth in the Bylaws of the Agency.

Section 3. **Removal.**

Directors who have been elected may be removed for cause at a special meeting of the Representatives called for that purpose by the affirmative vote of two-thirds of the Representatives.

Section 4. **Meetings.**

Meetings of the Board of Directors shall be held in accordance with the provisions of the Bylaws. A quorum for a meeting of the Board of Directors is a majority of the Directors.

Section 5. Board Shall Elect Officers.

The Board of Directors shall elect, annually, from their number, a President, a Vice President, a Secretary and a Treasurer. Any such officer may be removed as such officer with or without cause by majority vote of the entire Board of Directors.

**V. BYLAWS.**

The Board of Directors shall recommend and the Representatives shall adopt Bylaws for the conduct of the affairs of the Agency. The Bylaws shall state the powers delegated to the President, Vice President, Secretary and Treasurer. The Bylaws may establish the office of Executive Director and such other offices as it deems necessary for the conduct of the affairs of the Agency, and the Board of Directors by resolution may establish the duties of such offices. The Bylaws shall be proposed by the Board of Directors and shall become effective when approved by resolution adopted by the affirmative vote of two-thirds of the Representatives.

**VI. MEETINGS.**

Section 1. Time and Purpose of Meetings.

The initial meeting of the Representatives and of the Board of Directors shall be held upon the call of the Executive Committee of the Municipal Electric Utilities Association of New York state ("MEUA"), after notice, for the purpose of determining the votes of Representatives, adopting Bylaws, selecting a Board of Directors, electing officers, adopting an initial operating budget for the remainder of the Fiscal Year, entering into any

necessary agreement(s), if such agreement(s) are proposed, and transacting any other business that may come before the meeting. Thereafter, the Representatives shall hold an annual meeting at a time and place provided in the Bylaws or in a resolution adopted by the Representatives, at which any business may be transacted, and special meetings upon such call and notice and at such times and places as may be provided by or pursuant to the Bylaws or in a resolution adopted by the Representatives .

Section 2. **Quorum.**

A quorum for a meeting of the Representatives is three-quarters of the total number of Representatives. Except where otherwise specifically stated in this Agreement or in the Bylaws, any action which requires the affirmative vote of a majority of Representatives or Directors or a majority of votes cast by the Representatives, shall be construed to be that majority of Representatives or Directors present and voting or that majority of votes capable of being cast by such Representatives at a meeting at which a quorum is present, and not that majority of all Representatives or Directors or that majority of all votes capable of being cast by all Representatives.

**VII. MATTERS REQUIRING MEMBERS' APPROVAL.**

Except as provided in Article VIII, no action on any of the following matters shall be undertaken by the Agency except pursuant to a resolution adopted by the Board of Directors and approved by the Representatives by a two-thirds majority vote, provided that such approval of the Representatives may be given by a resolution adopted by the Representatives which is general

in scope and continuous in nature and may delegate to the Board of Directors the power to take any and all action reasonably necessary or desirable to accomplish the purposes of the resolution:

Section 1. **Charges.**

The establishment of any formula for assessments, charges, or rates to Members to support the activities of the Agency.

Section 2. **Contracts.**

The execution by the Agency of any contract for power supply and transmission or other service payable from such assessments, charges or rates, on behalf of those Members electing to participate in such contracts. Such agreements may be single contracts or multiple contracts. Notwithstanding the foregoing, the initial rate paid by each Member to the Agency during the first year of operation (as early as October 1, 1997) for power supply, other than transmission and ancillary services, shall not exceed \$7.44 per kilowatt per month, assuming the conditions in the following sentence. This maximum Agency rate per kilowatt per month is a levelized rate, based on: (a) the Agency's total projected supplemental kilowatt month deliveries through December 2007, assuming participation in the Agency by virtually all of the eligible Members; and (b) all of the Agency's demand-related costs through December 2007, including capacity-related purchased power costs, the NYPA Tariff 39-A Demand ratchet credits and the Agency's administrative and general costs.

Section 3. Other Contracts.

The execution by the Agency on behalf of its Members of any other contract payable primarily from assessments, charges or rates, when such contract by its terms will not expire prior to the end of the Fiscal Year in which it is executed.

Section 4. Financial Obligations.

The incurrence by the Agency of any financial obligation in excess of that which is budgeted for the Fiscal Year in which it is incurred.

(A) The expenses for the operation of the Agency shall not exceed \$675,000 during the first year of operation (as early as October 1, 1997) and shall not be escalated by more than two and one-half percent (2.5%) per year thereafter, except as modified in accordance with this Article VII.

Section 5. Budgets.

The adoption and amendment of an annual operating budget, if such budget requires the assessment of expenses to Members.

Section 6. Admission or Expulsion.

The admission or expulsion of Members, as provided in Articles III and X of this Agreement.

Section 7. Amendment to Agreement.

The amendment to or termination of this Agency Agreement, as provided in Articles X and XI of this Agreement.

section 8. Adoption and Amendment of Bylaws.

The adoption and amendment of the Bylaws, as provided in Article V of this Agreement.

**VIII. OBLIGATION TO ABIDE BY PENDING POWER AND ENERGY SUPPLY CONTRACTS AND OR AGREEMENTS.**

Notwithstanding the provisions of Article VII, above, the undersigned Members hereby assent and agree to be specifically bound by all the terms and conditions of power and energy supply and transmission agreements, and other related agreements negotiated by MEUA on behalf of the Agency in advance of the date of approval of this Agreement by all of the eligible Members as evidenced by the Certified Resolutions attached hereto. Such power supply and energy agreements shall only become effective upon the assent of twenty-five (25) Members as evidenced by the Certified Resolutions attached hereto. such agreements may include, but may not be limited to, power and energy supply agreements with New York State Electric & Gas Corporation, Northeast utilities Service company and Ontario Hydro. The agreements referenced within this Article shall specifically become an obligation of the Member, enforceable as a contract right of the Agency.

**IX. VOTING.**

Except as otherwise expressly provided in this Agreement, each action at any meeting of the Representatives shall be taken by a majority of the votes cast on the question by the Representatives present.

**X. ANNUAL BUDGET, FINANCING, ASSESSMENTS.**

Section 1. **Budget.**

The Board of Directors shall prepare an annual operating budget for each Fiscal Year. The operating budget shall include estimated expenditures for the Fiscal Year less

anticipated revenue to be derived from the Agency's properties, operations and contracts during such Fiscal Year. The estimated expenditures shall include the expenses to be incurred in the operation and administration of the Agency, including the salaries of employees and the payment of compensation for engineering, legal, fiscal and other services. The annual operating budget shall include any monies due and owed by the Agency to any third party. Estimated revenues shall include any and all monies to be derived by the Agency from any source which is in excess of that required to pay those items set forth above.

The Board of Directors shall submit the proposed annual operating budget, together with a proposed schedule or rates for Members, to the Representatives at the annual meeting or at a special meeting called for that purpose. The annual operating budget may be adopted by a two-thirds majority of the votes cast by the Representatives at such meeting. Upon approval of the annual operating budget, the net amount of estimated expenditures therein in excess of the estimated revenues therein shall be deemed as a rate assessed against the members. Each Member's rate shall be in the proportion to the formula established and set out in the budget. Upon the approval of the annual operating budget by the Representatives and the formula for assessments, rates and charges, the rate assessed against each Member shall become an obligation of the Members, enforceable as a contract right of the Agency. Such rates shall be paid in accordance with the schedule prepared by the Board of Directors and submitted to

the Representatives for their approval with the annual operating budget.

Any Member voting against the proposed annual operating budget and which does not wish to be assessed must submit notice of withdrawal from the Agency within sixty (60) days of the date of adoption of the annual operating budget by the Representatives, in accordance with the procedure set forth in Article III of this Agreement.

Any such withdrawing Member shall not be liable for the proposed assessment, but shall be liable for any obligations incurred prior to the assessment to which it objects, including any pro rata portion of its obligations pursuant to any power and energy supply contract, transmission agreement or pro forma tariff or other agreement entered into by the Agency on its behalf whether or not the Member takes such power, energy or other services. If any member submits notice of withdrawals from the Agency within sixty (60) days of the adoption of the annual operating budget, the Board of Directors shall propose another annual operating budget within sixty (60) days after the Member's withdrawal which shall be approved and assessed as set forth above. Notwithstanding the foregoing, no Member shall withdraw within three (3) years of the date first above written.

Any amendment to the annual operating budget shall be proposed by the Board of Directors and approved by the Representatives in the same manner as the adoption of the annual operating budget.

Section 2. **Liability.**

No person or Member shall have any right or cause of action against any Member not promptly paying any part or all of its assessment, rate or charge but such right or cause of action shall be vested solely in, and may be exercised only by, the Agency, which may enforce the same as a contract right against the non-paying Member. Before exercising any such right, the Agency shall serve notice of such non-payment with the Representative of the non-paying Member, which notice shall state the amount of the unpaid assessment, rate or charge, and demand payment therefor. If such Member has not paid the deficiency in full within thirty (30) days from the date such notice was served, the Agency may take any enforcement action deemed appropriate by the Board of Directors.

Any Member which has (i) defaulted under a contract with the Agency, or (ii) failed to pay its assessments, rates or charges in accordance with this Section, may be excluded from membership in the Agency at an annual or special meeting of the Representatives by the affirmative vote of a two-thirds majority of the Representatives (including the Representative of the defaulting member). The expulsion of a Member from the Agency shall not affect any obligations for assessments or obligations under any contract between the expelled Member and the Agency, and the excluded Member shall continue to be liable for the unpaid assessments and for its obligations under this Agreement.

Section 3. Special Projects.

Special projects of the Agency, or projects among fewer than all Members of the Agency, may be financed by separate assessments, rates or charges upon those Members primarily benefitted by those projects. Any such arrangement must be proposed by the Board of Directors and approved by the Representatives, as provided for other decisions requiring approval by the Representatives as set forth herein.

**XI. AMENDMENTS TO THIS AGREEMENT AND THE BYLAWS.**

This Agreement may only be amended at a regular or special meeting of the Representatives for which notice stating the purpose shall be given to each Representative and any such amendment shall only become effective when (a) approved by two-thirds of all of the Representatives, and (b) approved and concurred in by municipal and governing body resolutions of two-thirds of all of the Members.

The Bylaws may only be amended by the affirmative vote of a majority of the Representatives present and voting at an annual or special meeting.

**XII. FEDERAL TAX STATUS.**

The Board of Directors are hereby authorized, if the Board of Directors so determines, to file for status as a 501(c)12) municipal entity under the Federal Internal Revenue Code, as it may be amended from time-to-time, to effectuate the purposes of this Agreement.

**XIII. TERMINATION.**

This Agreement may be terminated by the vote of two-thirds of the Representatives at a regular meeting or a meeting specially called for that purpose, but not until after all debts of the Agency have been paid, including any contractual obligations, and not until the Agency has operated, at minimum, for three (3) years from the date first above written; and only upon the approval of same by two-thirds of the Members, as evidenced by local governing body resolutions filed with the Board of Directors. Thereafter, the Board of Directors shall liquidate the business of the Agency as expeditiously as possible, and distribute the net proceeds to the Members in the ratio that the total assessment, rate or charges made against each of them bears to the sum of the total assessment made against all of them.

IN WITNESS WHEREOF, the following eligible Members may become signatories of this Agreement, Akron, Andover, Angelica, Arcade, Bath, Bergen, Boonville, Brocton, Castile, Churchville, Endicott, Fairport, Frankfort, Freeport, Greene, Green Island, Greenport, Groton, Hamilton, Holley, Ilion, Jamestown, Lake Placid, Little Valley, Marathon, Massena, Mayville, Mohawk, Penn Yan, Philadelphia, Plattsburgh, Richmondville, Rockville Centre, Rouses Point, Salamanca, Sherburne, Sherrill, Silver Springs, Skaneateles, Solvay, Spencerport, Springville, Theresa, Tupper Lake, Watkins Glen, Wellsville, and Westfield. The Members will have caused this Agreement to be executed and attested by a duly authorized officer, and will cause to be attached hereto the

Certified Resolution of its governing body authorizing that execution, all effective as of the day and year first written above.

## **APPENDIX A**

Potential Eligible Members of the New York Municipal Power Agency: Akron, Andover, Angelica, Arcade, Bath, Bergen, Boonville, Brocton, Castile, Churchville, Endicott, Fairport, Frankfort, Freeport, Greene, Green Island, Greenport, Groton, Hamilton, Holley, Ilion, Jamestown, Lake Placid, Little Valley, Marathon, Massena, Mayville, Mohawk, Penn Yan, Philadelphia, Plattsburgh, Richmondville, Rockville Centre, Rouses Point, Salamanca, Sherburne, Sherrill, Silver Springs, Skaneateles, Solvay, Spencerport, Springville, Theresa, Tupper Lake, Watkins Glen, Wellsville, and Westfield.

