

**DRAFT #3 (dated 3/10/10)**

**NORTHERN WESTCHESTER ENERGY ACTION CONSORTIUM  
INTERMUNICIPAL AGREEMENT**

This Agreement dated \_\_\_\_\_, 2010 is between the Towns of Bedford, Cortlandt, Lewisboro, New Castle, North Castle, North Salem, Ossining, Pound Ridge, Somers and Yorktown and the Villages of Croton-on-Hudson, Mount Kisco, and Ossining and the City of Peekskill in Westchester County, New York (the “Cooperating Municipalities”).

**WHEREAS**, General Municipal Law §239-n authorizes cities, towns and villages in New York to create intergovernmental relations councils to conduct surveys and research, to provide for the distribution of information, to cooperate with county, state and federal agencies, to conduct local and intercommunity planning and to provide a forum for local municipalities to explore and develop areas for municipal cooperative activities as further authorized under Article 5-G of the General Municipal Law; and

**WHEREAS**, the Cooperating Municipalities share the goal of increasing energy efficiency throughout their communities and reducing energy costs for municipal, educational, not-for-profit, commercial, and residential entities; and

**WHEREAS**, the Cooperating Municipalities share an interest in:

- a. Establishing Energy Audit Procedures;
- b. Decreasing Energy Demands;
- c. Encouraging Renewable Energy Alternatives;
- d. Maximizing the Benefits of Recycling and Other Solid Waste Management Practices;
- e. Promoting Energy Efficient Land Use Planning;
- f. Supporting a Green Innovation Economy;
- g. Informing and Inspiring the Public of Energy Saving Opportunities;
- h. Creating local jobs;
- i. Maximizing benefits over the longest possible terms; and
- j. Fostering sustainable practices as integral to local climate action plans in our region; and

**WHEREAS**, the Cooperating Municipalities share the objective of establishing mechanisms and strategies for:

- a. Implementing a municipal or regional energy management program;
- b. Enhancing the reliability of our electric supply;
- c. Offering the opportunity for homeowners and local businesses to earn money by accessing features of electric markets that pay for intelligent management of energy consumption;
- d. Offering the opportunity for homeowners and local businesses to gain knowledge about their real-time consumption to gain better control over that consumption;
- e. Achieving cost and research savings in the implementation of energy management through collaborative efforts;
- f. Achieving Intermunicipal cooperation in other efficient ways; and conservation measures in which there is strength in numbers; and
- g. Analyzing various solid waste management programs in the region for efficiency and conservation measures; and

**WHEREAS**, the Cooperating Municipalities wish to explore mutually beneficial ways of:

- a. Securing and sharing Federal, State, and County agency funding to accomplish these efforts and goals;
- b. Coordinating efforts with Federal, State, and County agencies and authorities to assure that activities are compatible with the plans and programs of the cooperating municipalities; and
- c. Leveraging Federal, State and County resources along with other public and private resources to accomplish these objectives.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The Cooperating Municipalities named herein have joined together to advise and inform their respective residents on methods to accomplish the interests and objectives contained above.

2. The Cooperating Municipalities named herein wish to consolidate and formalize their prior collaborations, some of which comprised agreements known as the Northern Westchester Energy Action Coalition, and to form the Northern Westchester Energy Action Consortium (NWEAC) (hereinafter referred to as the "Consortium") for these long-term purposes to supersede and replace the prior Consortium agreements.

3. The Consortium shall be governed by a Board of Directors, who shall receive no compensation for service as directors. The Board of Directors shall be comprised of one representative selected by each municipality and shall adopt by-laws providing for the further administration, finance and governance of the Consortium, which by-laws are to be approved by each Cooperating Municipality.

4. The Consortium shall recommend specific ways in which the Cooperating Municipalities may accomplish their mutual objectives and interests.

5. The Town/City/Village of \_\_\_\_\_ shall be designated the lead municipality to accept and administer funds on behalf of the Consortium.

6. The Board of Directors itself shall designate a Chair who shall serve for a calendar year and the Board shall choose a new Chair each calendar year thereafter. The Chair shall be responsible for timely convening of meetings of the Board and adequate distribution of information to the Board members prior to and as a result of those meetings.

7. This Agreement shall continue in full force and effect and shall continue to be binding upon each of the signatory municipalities unless and until any municipality gives sixty (60) days notice prior to the expiration of any calendar year of their intent to no longer participate in the Consortium.

8. The Consortium members shall contribute an annual fee. The fee for calendar year 2010 is One Thousand (\$1,000.00) Dollars, which shall be paid to the municipality designated as administrator of funds under the terms of this Agreement.

9. The member municipalities in the Consortium have the option to opt-in or opt-out of any program, project, or initiative of the Consortium that is in their best interests and funding capabilities.

10. The meetings of the Consortium Board of Directors will be held in accordance with the By-laws and shall be held at least quarterly. Said meeting dates shall be fixed and provided to all member municipalities whose clerk shall advertise the same.

11. All meetings of the Consortium shall be subject to the Open Meetings Law and notice thereof of any meetings, regular or special, shall be in accordance therewith.

IN WITNESS HEREOF, the parties have hereunto executed their hand and seal and have affixed the Resolution of the governing body authorizing the signature of the Chief Executive Officer hereon.

\_\_\_\_\_  
Lee Roberts, Supervisor, Town of Bedford

\_\_\_\_\_  
Date

\_\_\_\_\_  
Linda Puglisi, Supervisor, Town of Cortlandt

\_\_\_\_\_  
Date

\_\_\_\_\_  
Charles Duffy, Supervisor, Town of Lewisboro

\_\_\_\_\_  
Date

\_\_\_\_\_  
Barbara Gerrard, Supervisor, Town of New Castle

\_\_\_\_\_  
Date

\_\_\_\_\_  
William Weaver, Supervisor, Town of North Castle

\_\_\_\_\_  
Date

\_\_\_\_\_  
Warren Lucas, Supervisor, Town of North Salem

\_\_\_\_\_  
Date

\_\_\_\_\_  
Catherine Borgia, Supervisor, Town of Ossining

\_\_\_\_\_  
Date

\_\_\_\_\_  
Gary Warshauer, Supervisor, Town of Pound Ridge

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mary Beth Murphy, Supervisor, Town of Somers

\_\_\_\_\_  
Date

\_\_\_\_\_  
Susan Siegel, Supervisor, Town of Yorktown

\_\_\_\_\_  
Date

\_\_\_\_\_  
Leo Wiegman, Mayor, Village of Croton-on-Hudson

\_\_\_\_\_  
Date

\_\_\_\_\_  
Michael Cindrich, Mayor, Village/Town of Mount Kisco

\_\_\_\_\_  
Date

\_\_\_\_\_  
William Hanauer, Mayor, Village of Ossining

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mary Foster, Mayor, City of Peekskill

\_\_\_\_\_  
Date