

ST. LAWRENCE RIVER VALLEY REDEVELOPMENT AGENCY  
 Resolution No. RVR-13-08-12 (Tabled)  
 August 20, 2013

**AUTHORIZING CHAIRMAN TO SIGN  
 "AGREEMENT BETWEEN MASSENA ELECTRIC DEPARTMENT  
 AND  
 THE ST. LAWRENCE RIVER VALLEY REDEVELOPMENT AGENCY"**

**WHEREAS**, the St. Lawrence River Valley Redevelopment Agency (the "Agency") wishes to utilize the assistance and expertise of the Massena Electric Department to assist the Agency in allocating the 20 Megawatts of power made available to the Agency through an agreement with the New York Power Authority, and

**WHEREAS**, the attached agreement has been reviewed by the St. Lawrence County Industrial Development Agency's legal counsel, and

**NOW, THEREFORE, BE IT RESOLVED**, that the Agency Chairman is designated, authorized, empowered and directed to execute and deliver the attached agreement.

**TABLED: (August 20, 2013)**

Move:	Burns			
Second:	Murphy			
<b>VOTE</b>	<b>AYE</b>	<b>NAY</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Burns	X			
Carroll				X
McNeil				X
Murphy	X			
Strait	X			

I HEREBY CERTIFY that I have compared this copy of this Resolution with the original record in this office, and that the same is a correct transcript thereof and of the whole of said original record.

*/s/*  
 Lori Sibley 08/20/2013

**REMOVED FROM TABLE: (September 17, 2013)**

Move:	Strait			
Second:	Murphy			
<b>VOTE</b>	<b>AYE</b>	<b>NAY</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Burns				X
Carroll				X
McNeil	X			
Murphy	X			
Strait	X			

I HEREBY CERTIFY that I have compared this copy of this Resolution with the original record in this office, and that the same is a correct transcript thereof and of the whole of said original record.

*/s/*  
 Lori Sibley 09/17/2013

**ADOPT: (September 17, 2013)**

Move:	Strait			
Second:	Murphy			
<b>VOTE</b>	<b>AYE</b>	<b>NAY</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Burns				X
Carroll				X
McNeil	X			
Murphy	X			
Strait	X			

I HEREBY CERTIFY that I have compared this copy of this Resolution with the original record in this office, and that the same is a correct transcript thereof and of the whole of said original record.

*/s/*  
 Lori Sibley 09/17/2013

**AGREEMENT BETWEEN  
MASSENA ELECTRIC DEPARTMENT  
and  
THE ST. LAWRENCE RIVER VALLEY REDEVELOPMENT AGENCY**

This AGREEMENT is effective July 1, 2013 (“Commencement Date”), by and between the Massena Electric Department with an office for business located at 71 East Hatfield Street, Massena, New York (hereinafter referred to as “MED”) and St. Lawrence River Valley Redevelopment Agency (hereinafter referred to as “RVRDA”) with an office for business located at 19 Commerce Lane, Suite 1, Canton, New York. The MED and RVRDA are the Parties hereto.

**WHEREAS**, MED is a municipal entity and a department of the Town of Massena, and

**WHEREAS**, MED has assumed the role of counterparty to the beneficial Power Contract with NYPA which will allocate power at the discretion of the RVRDA, and

**WHEREAS**, the Power Contract calls for certain power industry-specific skills to administer, and

**WHEREAS**, MED has the institutional expertise to effectively deal with power issues and the day to day management called for in this Power Contract, and

**WHEREAS**, MED desires to remain a non-political entity dedicated to serving its customers in the Towns of Massena, Louisville, Norfolk, Brasher, and Stockholm, and

**WHEREAS**, the RVRDA would like to contract with the MED to provide day-to-day managerial oversight to its operations and its expertise in the effective use and distribution of the low cost power now available, and

**WHEREAS**, MED can also supply valuable advice in coordinating strategic partnerships with important energy market participants, and

**WHEREAS**, MED can offer other valuable support to economic development and marketing efforts.

**NOW, THEREFORE**, it is hereby agreed among the Parties hereto, for good and valuable consideration, receipt of which is hereby acknowledged, and the mutual covenants herein contained, as follows:

## **I. Services**

Work performed by MED shall include, but is not limited to, the following services:

- A. Provide guidance on the uses and benefits of low cost hydro power
- B. Provide a central point of contact for, and evaluation of, any revised power contract proposals.
- C. Administer the Power Contract with NYPA
- D. Facilitate Strategic Partnerships
- E. Provide advice on energy related issues. If these matters require additional support they will be approved in advance by the RVRDA.
  - i. Outside counsel may be required beyond the scope of MED's expertise for some of these issues, and such costs shall be in addition to the costs set forth in Article III, with costs to be borne by the RVRDA.
  - ii. Outside counsel may be required beyond the scope of MED's expertise for certain technical issues, and such costs shall be in addition to the costs set forth in Article III, with costs to be borne by the RVRDA.
- F. Support Economic Development and Marketing efforts.

## **II. Reporting**

MED shall provide monthly to the RVRDA Board the status of strategic partnerships, updates on energy-related issues that may impact the RVRDA, evaluation of NYPA sales, status of "ultimate user" accounts (both active and potential "ultimate users"), and updates on any other services performed by MED on behalf of the RVRDA.

## **III. Compensation**

MED shall be paid the annual sum of Forty-Eight Thousand and Six Hundred Dollars (\$48,600.00) for the services provided herein.

The payments shall be payable in equal monthly installments payable the 1<sup>st</sup> day of each month during the term of this Agreement and shall be retroactive to July 1, 2013.

Any payment not received by MED by the 15<sup>th</sup> day of the month will incur a late charge of 1.5% of the amount due.

This payment shall be in full satisfaction for all services provided by MED under the terms of this Agreement.

## **IV. Term and Termination of the Agreement**

Services provided under this Agreement shall begin on the Commencement Date and shall continue until the earliest of: (a) a period of one-year terminating on the final day of June, 2014; (b) termination of the Power Contract; (c) mutual consent by both MED and the RVRDA; or (d) "cause", cause being defined as the failure of either Party to abide by the terms of this Agreement

Either Party terminating this Agreement shall provide sixty days prior written notice of their intent to terminate this Agreement.

**V. Miscellaneous**

This Agreement contains the entire agreement and understanding of the Parties. All prior discussions, agreements, and understandings have been merged into the terms hereof.

All Notices required under this agreement shall be in writing and personally delivered, or sent by certified or registered first class mail, facsimile transmission, email, or overnight express mail addressed as follows:

To MED:           Massena Electric Department  
                      Attn: Andrew McMahon, General Manager  
                      71 East Hatfield Street  
                      Massena, New York 13662

To RVRDA:        St. Lawrence River Valley Redevelopment Agency  
                      Attn: Robert McNeil, Chairman  
                      19 Commerce Lane, Suite 1  
                      Canton, New York 13617

This Agreement may only be changed by written agreement of the Parties.

This Agreement may not be assigned except with the written consent of the Parties.

Any disputes shall be resolved through good faith negotiations, and in the event required, the courts of St. Lawrence County.

**ACCEPTED AND AGREED**

For:           Massena Electric Department

By:           \_\_\_\_\_  
                  James Shaw, Chairman  
                  Massena Electric Utility Board

For:           St. Lawrence River Valley Redevelopment Agency

By:           \_\_\_\_\_  
                  Robert McNeil, Chairman  
                  St. Lawrence River Valley Redevelopment Agency