

of Trustees has the power and authority necessary to acquire property,<sup>o</sup>  
and

WHEREAS, during and after construction of the project there will be some responsibilities and costs in connection with said project pursuant to the agreement with the State which it appears can be most appropriately dealt with by formation of a compact of municipalities;

NOW, therefore, pursuant to Section 119(o) of the General Municipal Law, Section 64(11-a) of the Town Law and Sections 1-102 and 4-412 of the Village Law of the State of New York, it is agreed as follows:

1. The name of this cooperative effort between Barrington, Hammondsport, Jerusalem, Milo, Penn Yan, Pultney, Urbana and Wayne shall be the "Keuka Lake ~~Perimeter Committee~~ Compact" (hereinafter called the "Compact").

2. The purpose of the Compact shall be to undertake the responsibilities and duties of the "municipality" set forth in the said Contract with the State and to provide for sharing the costs associated with the said project.

3. The Compact shall be composed of eight members who shall represent the six towns and two villages and who shall be <sup>the</sup> Chief Elected Official<sup>s</sup> of their respective Town and Village Boards. Such Boards shall also appoint first and second alternate representatives who shall be members of such Town and Village Boards.

4. The Chairman of the Compact and such other officers as <sup>may</sup> be deemed ~~as~~ necessary by the members shall be elected annually. Each representative shall chair the Compact for a one (1) year term during

an eight (8) year rotation. At the initial meeting of the Compact the members shall establish the rotation of the chair subject to the above. Amendments to this agreement may also be introduced at meetings. Such amendments are subject to ratification by the respective Town and Village Boards pursuant to General Municipal Law Section 119(0). The minutes of the Compact's meetings shall be kept by a member of the Compact who has been selected as its Secretary and said minutes shall be provided to the signatory Town and Village Boards not more than thirty (30) days following each meeting. The term of this Compact shall be indefinite. At the end of each eight (8) year rotation the terms of the Compact shall be reviewed, necessary amendments made and adopted in accordance with provisions described above.

5. The votes of the members of the Compact shall be weighted on the following scale:

Barrington	votes
Hammondsport	votes
Jerusalem	votes
Milo	votes
Penn Yan	votes
Pultney	votes
Urbana	votes
Wayne	votes

All eight members shall constitute a quorum. Action may be taken by the Compact by a majority of the weighted votes, except that no action involving the expenditure of funds may be taken until such expenditure is approved as set forth herein.

6. If any expenditure of monies is authorized by all the towns and villages constituting the Compact and <sup>any</sup>~~one~~ of the signatory

towns or villages fails to provide its proportionate share of that expenditure, <sup>such</sup> ~~that~~ town or village shall hold the other towns <sup>and</sup> ~~and~~ harmless if the failure to provide said funds by <sup>such</sup> ~~the~~ town or village causes the other signatory towns or villages to be subject to civil or other liability.

7. In the event that the governing board of the Compact is deadlocked by the absence at three (3) or more regularly scheduled meetings by one (1) or more members of the Compact, or by any other act causing the Compact to become unable to reach a decision, the town(s) or village(s) blocking the decision shall hold the other signatory towns harmless for any and all damages and civil liability resulting from the Compact's inability to act; said reimbursement shall include all <sup>reasonable</sup> attorneys' fees and other expenses incurred by the Towns and Villages in defending any civil lawsuit and in enforcing this hold harmless provision.

8. The Town or Village whose chief elected official is chairman of the Compact shall be the sole agent of the Compact during the term of said representative's chairmanship. The agent for the Compact will be responsible for applying for state and federal grants, accepting gifts, grants or bequests, collecting monies duly appropriated by the signatory towns and villages and any other monies provided from any other source. In connection with the collection and expenditure of monies the fiscal officer of the agent of the Compact shall keep adequate books and records; said books and records shall be available to the member towns and villages of the Compact upon ten (10) days notice to the town or village clerk of the agent.