

## WEST PHOENIX SEWER DISTRICT

AGREEMENT, this \_\_\_\_ day of December, 2022, by and between the Town of Lysander, New York (hereinafter referred to as the “Town”), on behalf of the West Phoenix Sewer District (hereinafter referred to as the “District”), and the Village of Phoenix, New York (hereinafter called the “Village”).

WITNESSETH:

WHEREAS, the Village owns and operates a sewage treatment plant and sanitary sewage transportation system; and

WHEREAS, the Town has previously formed the District directly across the Oswego River from the Village for the purpose of providing a public sanitary sewer system for the Hamlet of West Phoenix in the Town of Lysander, and

WHEREAS, the boundaries of the West Phoenix Sewer District and within which the West Phoenix Sewer District Sewer system is situate and described in the attached Schedule A and annexed hereto and made a part of this Agreement; and

WHEREAS, the Village represents it has sewage treatment plant and transportation facilities capacity sufficient to transport and treat current sanitary sewage flows from the District and that the Village was and is desirous of transporting and treating the current sanitary sewage from the District; and

WHEREAS, accordingly, on or about January 1, 2002, the Town and Village entered into the “West Phoenix Sewer District” Agreement (“Original Contract”), provided for the terms and conditions upon which the Village owned transportation and treat sanitary sewage for the District;

WHEREAS, the term of the Original Agreement expires on December 31, 2022; and

WHEREAS, Town and Village desire to renew the Original Agreement and to extend the term of same upon the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the terms, covenants and conditions contained herein, the Town on behalf of the District and the Village hereby agree as follows:

### I. TOWN ACTIONS AND RESPONSIBILITIES

1. The Town warrants and represents that it has the authority to enter into this agreement and perform in accordance with its terms.
2. Town has undertaken all necessary steps to form the West Phoenix Sewer District and construct all required sewer improvements in accordance with all applicable regulations relating thereto, including connection to the Village sewer system. No storm sewers or storm water system of any kind have been or will be connected to the sanitary sewer system.
3. The Town will own the West Phoenix Sewer District sewer system and make any capital improvements to the system that may become necessary, at no cost to the Village.
4. The Town acknowledges that it has and will keep in effect a sewer use ordinance in general conformance with the laws and regulations of the Village and State and Federal and Local rules and regulations applicable thereto, inclusive of requirements for prohibitions on introduction of clean waters and control and regulation of industrial discharges. The Town agrees to modify such ordinance as may be required to remain

consistent with changes to the Village's laws and regulations and changes to other applicable Local, State or Federal

5. The Town agrees to enforce all requirements of the sewer use ordinance (attached hereto and made part of this Agreement as Exhibit B), and all responsible directives from the Village, including but not limited to the Department of Environmental Conservation Order on Consent, which shall provide for the protection of the Village sewer system.
6. The Town shall be solely responsible for making debt service payments on the West Phoenix Sewer District.
7. The Town agrees there shall be no expansion of the geographic boundaries of the West Phoenix Sewer District and no further sewer connections to the existing District without the advance written consent of the Village.
8. The Town, on behalf of the District, will pay to the Village, for transportation and treatment of the District sewage. The user charges shall be based upon water usage by District properties and computed at 133% of the Village sewer use rates levied on properties in the Village. The Village may, from time to time, amend its sewer use rates with just and reasonable notice to be given to the residents in the West Phoenix Sewer District in advance of such increases, so long as the percentage of any increase to be borne by the District users does not exceed the percentage of increase to be borne by the Village users.
9. Payments made by the Town to the Village for unpaid sewer use billing will be made on an annual basis after the fees are levied on the property owners January Town and County tax bill. OCWA meter readings and records of water use in the District shall be the basis upon which sewer use charges to the Village will be paid under this agreement. If OCWA modifies its fiscal quarter-year billing periods, the parties agree to modify the payment due dates to correspond with the modified OCWA billing periods in a similar fashion to the payment above in this paragraph.
10. The Town shall provide the village with a excel spreadsheet template to be used for metering flow based on pump run hours from the pump station controls hour meter to assist the Village in identifying inflow and infiltration issues in the District.
11. In the event that the existing pumps need to be rebuilt, or if the impellers, wear rings and stators need to be replaced, the Town shall be responsible for the cost of rebuilding the pumps at the Town's sole expense.
12. The Town will continue to contract with Onondaga County Water and Environment Protection to maintain the West Phoenix Sewer District infrastructure.
13. In addition to any other fees and charges, the Town shall pay the Village forty-three thousand nine hundred seventy-four dollars and eighteen cents (\$43,974.18) for unpaid user fees for sanitary sewer service from 2015 to 2021.

## II. VILLAGE ACTIONS AND RESPONSIBILITIES

1. The Village warrants and represents that it has the authority to enter into this agreement and perform in accordance with its terms.

2. The Village represents that subject to compliance with the Consent Order, its sewage treatment plant and sewage transportation system has the present capacity, to handle its expected sewage flows from the West Phoenix Sewer District.
3. The Village agrees to notify the Town and District residents in writing at least thirty (30) days prior to any change in the Village sewer rates.
4. The Village shall operate and maintain the Village sewage treatment and transportation system in a sufficient manner to accept West Phoenix Sewer District sewage flows on the same basis as Village sewage flows.
5. The Village shall not be required to accept for transportation and treatment more than an average of 18,000 gallons per day of sewage from the district as measured based upon the previously discussed sewer flow spreadsheet discussed in item 10 above.
6. The Village shall be responsible for all quarterly billing and collection of the sewer use fees for the West Phoenix Sewer District. The basis for the billing will be OCWA meter readings and records of water use in the District. If OCWA modifies its fiscal quarter-year billing periods, the parties agree to modify the payment due dates to correspond with the modified OCWA billing periods in a similar fashion to the payment above in this paragraph. As compensation for any billing and collection services, the Town shall pay the Village at a rate of forty dollars (\$40.00) per man hour, with a maximum of four (4) hours per quarter, plus postage.
7. The Village will provide a report of any unpaid sewer use fees no later than October 15<sup>th</sup> annually to the Town to allow for the Town to collect any unpaid sewer use fees on the upcoming year's tax bill.

### III. INTERPRETATION

1. This agreement shall be construed and enforced in accordance with the laws of the State of New York

### IV. ASSIGNMENT

1. This agreement will be binding upon and inure the benefit to the parties hereto and their respective successors and assigns to which this agreement relates.

### V. NOTICES

1. Notices will be deemed properly given when in writing sent by United States Mail, postage prepaid and addressed:

If to the Town: Supervisor

Lysander Town Hall  
8220 Loop Road  
Baldwinsville, New York 13027

If to the Village:

Mayor  
Village of Phoenix  
455 Main Street  
Phoenix, New York 13135

IV. LENGTH OF AGREEMENT

1. This Agreement shall remain in effect for ten (10) years from the date of this agreement.

VII. RENEWAL

1. At a point one year from the time this Agreement is to expire, as above, the parties shall begin to negotiate for continuation or termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and respective seals to be hereunto affixed by their duly authorized officers the day and year first written above.

TOWN OF LYSANDER, on behalf of  
the West Phoenix Sewer District

By: \_\_\_\_\_  
Town Supervisor

VILLAGE OF PHOENIX

By: \_\_\_\_\_  
Caleb Sweet, Mayor

STATE OF NEW YORK )  
COUNTY OF \_\_\_\_\_):

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ before me personally came \_\_\_\_\_ who being by me duly sworn, did depose and say that he is the duly elected Supervisor of the Town of Lysander, New York and that he executed the foregoing agreement on behalf of the Town of Lysander and affixed its seal thereto by order of the Town Board of the Town of Lysander.

\_\_\_\_\_  
NOTARY

STATE OF NEW YORK )  
COUNTY OF Oswego):

On this 22 day of December, 20 22 before me personally came Caleb Sweet who being by me duly sworn, did depose and say that he is the duly elected Mayor of the Village of Phoenix, New York and that he executed the foregoing agreement on behalf of the Village of Phoenix and affixed its seal thereto by order of the Village Board of Trustees of the Village of Phoenix.

**ROXANNE DEMO**  
Notary Public - State of New York  
# 01DE6284258  
Qualified in Oswego County  
Commission Expires 06/17/25

Roxanne Demo  
NOTARY

## WEST PHOENIX SEWER DISTRICT

AGREEMENT, this \_\_\_\_ day of December, 2022, by and between the Town of Lysander, New York (hereinafter referred to as the “Town”), on behalf of the West Phoenix Sewer District (hereinafter referred to as the “District”), and the Village of Phoenix, New York (hereinafter called the “Village”).

### WITNESSETH:

WHEREAS, the Village owns and operates a sewage treatment plant and sanitary sewage transportation system; and

WHEREAS, the Town has previously formed the District directly across the Oswego River from the Village for the purpose of providing a public sanitary sewer system for the Hamlet of West Phoenix in the Town of Lysander, and

WHEREAS, the boundaries of the West Phoenix Sewer District and within which the West Phoenix Sewer District Sewer system is situate and described in the attached Schedule A and annexed hereto and made a part of this Agreement; and

WHEREAS, the Village represents it has sewage treatment plant and transportation facilities capacity sufficient to transport and treat current sanitary sewage flows from the District and that the Village was and is desirous of transporting and treating the current sanitary sewage from the District; and

WHEREAS, accordingly, on or about January 1, 2002, the Town and Village entered into the “West Phoenix Sewer District” Agreement (“Original Contract”), provided for the terms and conditions upon which the Village owned transportation and treat sanitary sewage for the District;

WHEREAS, the term of the Original Agreement expires on December 31, 2022; and

WHEREAS, Town and Village desire to renew the Original Agreement and to extend the term of same upon the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the terms, covenants and conditions contained herein, the Town on behalf of the District and the Village hereby agree as follows:

### I. TOWN ACTIONS AND RESPONSIBILITIES

1. The Town warrants and represents that it has the authority to enter into this agreement and perform in accordance with its terms.
2. Town has undertaken all necessary steps to form the West Phoenix Sewer District and construct all required sewer improvements in accordance with all applicable regulations relating thereto, including connection to the Village sewer system. No storm sewers or storm water system of any kind have been or will be connected to the sanitary sewer system.
3. The Town will own the West Phoenix Sewer District sewer system and make any capital improvements to the system that may become necessary, at no cost to the Village.
4. The Town acknowledges that it has and will keep in effect a sewer use ordinance in general conformance with the laws and regulations of the Village and State and Federal and Local rules and regulations applicable thereto, inclusive of requirements for prohibitions on introduction of clean waters and control and regulation of industrial discharges. The Town agrees to modify such ordinance as may be required to remain

consistent with changes to the Village's laws and regulations and changes to other applicable Local, State or Federal

5. The Town agrees to enforce all requirements of the sewer use ordinance (attached hereto and made part of this Agreement as Exhibit B), and all responsible directives from the Village, including but not limited to the Department of Environmental Conservation Order on Consent, which shall provide for the protection of the Village sewer system.
6. The Town shall be solely responsible for making debt service payments on the West Phoenix Sewer District.
7. The Town agrees there shall be no expansion of the geographic boundaries of the West Phoenix Sewer District and no further sewer connections to the existing District without the advance written consent of the Village.
8. The Town, on behalf of the District, will pay to the Village, for transportation and treatment of the District sewage. The user charges shall be based upon water usage by District properties and computed at 133% of the Village sewer use rates levied on properties in the Village. The Village may, from time to time, amend its sewer use rates with just and reasonable notice to be given to the residents in the West Phoenix Sewer District in advance of such increases, so long as the percentage of any increase to be borne by the District users does not exceed the percentage of increase to be borne by the Village users.
9. Payments made by the Town to the Village for unpaid sewer use billing will be made on an annual basis after the fees are levied on the property owners January Town and County tax bill. OCWA meter readings and records of water use in the District shall be the basis upon which sewer use charges to the Village will be paid under this agreement. If OCWA modifies its fiscal quarter-year billing periods, the parties agree to modify the payment due dates to correspond with the modified OCWA billing periods in a similar fashion to the payment above in this paragraph.
10. The Town shall provide the village with a excel spreadsheet template to be used for metering flow based on pump run hours from the pump station controls hour meter to assist the Village in identifying inflow and infiltration issues in the District.
11. In the event that the existing pumps need to be rebuilt, or if the impellers, wear rings and stators need to be replaced, the Town shall be responsible for the cost of rebuilding the pumps at the Town's sole expense.
12. The Town will continue to contract with Onondaga County Water and Environment Protection to maintain the West Phoenix Sewer District infrastructure.
13. In addition to any other fees and charges, the Town shall pay the Village forty-three thousand nine hundred seventy-four dollars and eighteen cents (\$43,974.18) for unpaid user fees for sanitary sewer service from 2015 to 2021.

## II. VILLAGE ACTIONS AND RESPONSIBILITIES

1. The Village warrants and represents that it has the authority to enter into this agreement and perform in accordance with its terms.

2. The Village represents that subject to compliance with the Consent Order, its sewage treatment plant and sewage transportation system has the present capacity, to handle its expected sewage flows from the West Phoenix Sewer District.
3. The Village agrees to notify the Town and District residents in writing at least thirty (30) days prior to any change in the Village sewer rates.
4. The Village shall operate and maintain the Village sewage treatment and transportation system in a sufficient manner to accept West Phoenix Sewer District sewage flows on the same basis as Village sewage flows.
5. The Village shall not be required to accept for transportation and treatment more than an average of 18,000 gallons per day of sewage from the district as measured based upon the previously discussed sewer flow spreadsheet discussed in item 10 above.
6. The Village shall be responsible for all quarterly billing and collection of the sewer use fees for the West Phoenix Sewer District. The basis for the billing will be OCWA meter readings and records of water use in the District. If OCWA modifies its fiscal quarter-year billing periods, the parties agree to modify the payment due dates to correspond with the modified OCWA billing periods in a similar fashion to the payment above in this paragraph. As compensation for any billing and collection services, the Town shall pay the Village at a rate of forty dollars (\$40.00) per man hour, with a maximum of four (4) hours per quarter, plus postage.
7. The Village will provide a report of any unpaid sewer use fees no later than October 15<sup>th</sup> annually to the Town to allow for the Town to collect any unpaid sewer use fees on the upcoming year's tax bill.

### III. INTERPRETATION

1. This agreement shall be construed and enforced in accordance with the laws of the State of New York

### IV. ASSIGNMENT

1. This agreement will be binding upon and inure the benefit to the parties hereto and their respective successors and assigns to which this agreement relates.

### V. NOTICES

1. Notices will be deemed properly given when in writing sent by United States Mail, postage prepaid and addressed:

If to the Town: Supervisor  
Lysander Town Hall  
8220 Loop Road  
Baldwinsville, New York 13027

If to the Village: Mayor  
Village of Phoenix  
455 Main Street  
Phoenix, New York 13135

IV. LENGTH OF AGREEMENT

1. This Agreement shall remain in effect for ten (10) years from the date of this agreement.

VII. RENEWAL

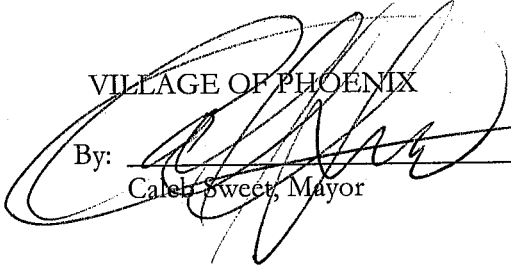
1. At a point one year from the time this Agreement is to expire, as above, the parties shall begin to negotiate for continuation or termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and respective seals to be hereunto affixed by their duly authorized officers the day and year first written above.

TOWN OF LYSANDER, on behalf of  
the West Phoenix Sewer District

By: \_\_\_\_\_  
Town Supervisor

VILLAGE OF PHOENIX

By:   
Caleb Sweet, Mayor

STATE OF NEW YORK )  
COUNTY OF \_\_\_\_\_):

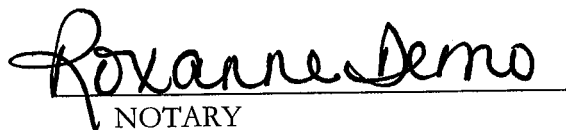
On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ before me personally came \_\_\_\_\_ who being by me duly sworn, did depose and say that he is the duly elected Supervisor of the Town of Lysander, New York and that he executed the foregoing agreement on behalf of the Town of Lysander and affixed its seal thereto by order of the Town Board of the Town of Lysander.

\_\_\_\_\_  
NOTARY

STATE OF NEW YORK )  
COUNTY OF Oswego):

On this 22 day of December, 2022 before me personally came Caleb Sweet who being by me duly sworn, did depose and say that he is the duly elected Mayor of the Village of Phoenix, New York and that he executed the foregoing agreement on behalf of the Village of Phoenix and affixed its seal thereto by order of the Village Board of Trustees of the Village of Phoenix.

**ROXANNE DEMO**  
Notary Public - State of New York  
# 01DE6284258  
Qualified in Oswego County  
Commission Expires 06/17/25

  
NOTARY