

**Town of Schroepel
Town Board Meeting
October 24th 2023**

Present: Town Supervisor Cary Redhead, Town Board Members Zachary Gelling, Lewis Hoyt, Nicklaus Hoyt, JoAnn Nazarian and Town Clerk Darlene Owens.

At 6:00 p.m. Redhead called the meeting to order with the Pledge Allegiance.

SEQR Motion:

Gelling made a **Motion** that all actions taken tonight are excluded, exempt or Type II actions for the purpose of the State Environmental Quality Review Law unless otherwise stated, seconded by L. Hoyt. All ayes: Nazarian, Gelling, L. Hoyt, n. Hoyt and Redhead.

Redhead said Councilmen Nick Hoyt, Councilmen Lewis Hoyt, Councilmen Zachary Gelling, Councilwoman JoAnn Nazarian, Supervisor Cary Redhead and Darlene Owens were in attendance for the Town Board meeting.

Cary Redhead: Dog Shelter

Redhead said that Dog Control would like to increase adoption and daily rates because there has been an increase in vet billing, food cost and cleaning supplies.

Redhead made the **Motion** to increase the dog adoption from \$85.00 to \$110.00 and daily rate fee from \$15.00 to \$20.00 seconded by Nazarian. All ayes: Nazarian, Gelling, L. Hoyt and Redhead. Abstain N. Hoyt

Highway Auction Bids

Redhead said these Highway trucks were put out to bid and the Auction Bids are 2015 Pickup Truck -\$20,100.00, 2009 Pickup Truck \$2850.00, 2016 International Dump Truck \$60,100.00 and Sander Spreader \$1,975.00.

Redhead said so that a total of 85,025.00. Redhead made the **Motion** to release the Highway trucks seconded by Nazarian. All ayes: Nazarian, Gelling, L. Hoyt and N. Hoyt and Redhead.

JoAnn Nazarian: Oswego County Snow & Ice Agreement

Nazarian said we have Oswego County snow and ice Agreement it goes from October 1st 2023 through April 30th 2024. Nazarian said we plow 26.7 miles of the County Road in the Town and we are receiving \$8,500 per mile and we receive 25% in October and then 75% in March. Nazarian made the **Motion** to accept Oswego County Snow & Ice Agreement seconded by Redhead. All ayes: Nazarian, Gelling, L. Hoyt and Redhead. Abstain N. Hoyt.

Public Hearing – Local law # 2 Tax Cap

Nazarian made the **Motion** for the Tax Cap Public Hearing on November 9th 2023 at 6:05 pm seconded by N. Hoyt. All ayes: Nazarian, Gelling, L. Hoyt and N. Hoyt and Redhead.

Public Hearing – Preliminary Budget 2024

Nazarian made the **Motion** to hold the Public Hearing on the 2024 Preliminary Budget on November 9th 2023 at 6:10 pm seconded by Gelling. **WHEREAS**, on December 20, 2022, in accordance with Town Law Section 209-d, the Town held a public hearing with respect to re-establishment of the Water District and the increased costs of the Project and adopted a public interest resolution determining that it is in the public interest to establish the Water District; and

Bankrupt Road Bond \$2,982,000.00

Nazarian said this the Bond Resolution authorizing the Issuance of up to \$2,982,000.00 principal amount of Statutory Installment Bonds to Finance the Acquisition, Construction and Installation of water supply and Distribution system for Bankrupt Road. Nazarian said on February 13, 2020 the Town Board adopted a Bond Resolution authorizing the undertaken of certain capital improvements at an estimated cost \$2,600,000. And authorizing the issuance of stator installments bonds in an aggregate principal amount not to exceed \$2,600.00 of the Town, pursuant to local law Finance Law. Nazarian said whereas, on December 20, 2022, in accordance with Town Law Section 209-d, the Town held a public hearing with respect to re-establishment of the Water

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District and the increased costs of the Project and adopted a public interest resolution determining that it is in the public interest to establish the Water District; and whereas, on September 26, 2023, the Board re-adopted the public interest resolution subject to permissive resolution and published a summary thereof in the Palladium Times newspaper. Nazarian said no petitions were filed. Nazarian made the **Motion** to accept the Bankrupt Road Bond resolution seconded by Gelling. All ayes: Nazarian, Gelling, L. Hoyt and N. Hoyt and Redhead. (Attached to Minutes)

Inter-municipal Agreement – Town, Village, County of Oswego and Oswego Industrial Development Agency

Nazarian said we have an Inter-Municipal Agreement by and between four entities which are the Town of Schroepel, County of Oswego, the Village of Phoenix and the County of Oswego Industrial Development Agency. Nazarian said we are amended the existing agreement to reflect the two independent projects that will be joined under one construction contract and the County will manage will your permission and assistance the grant administration bidding and construction oversite of the project. Nazarian said they will pay all the bills and invoice the Town for the funds under your jurisdiction. Nazarian said she reached out to the town Attorney and he didn't see any issues. Nazarian made the **Motion** to enter into the Inter-Municipal Agreement between the town of Schroepel, the County of Oswego, the Village of Phoenix and the County of Oswego Industrial Development Agency seconded by Redhead. All ayes: Nazarian, Gelling, L. Hoyt and N. Hoyt and Redhead. (Attached to Minutes)

Building – Led Lights

Nazarian said we have a quote from Potentia for 24 exterior outside light. Nazarian said the cost of the project is \$8,800.00 but after all the incentives and Nation Grid comes down to \$2,640.00. Nazarian made the **Motion** to redo the light for \$2,640.00 not to accede \$2,740.00 seconded by Gelling. All ayes: Nazarian, Gelling, L. Hoyt and N. Hoyt and Redhead. (Attached to Minutes)

At 6:23 Redhead made the **Motion** to adjourn the meeting seconded by Gelling. All ayes: Nazarian, Gelling, L. Hoyt and N. Hoyt and Redhead

Respectfully submitted,

Darlene M. Owens
Town Clerk

TOWN OF SCHROEPPPEL
BANKRUPT ROAD WATER DISTRICT

BOND RESOLUTION OF THE TOWN OF SCHROEPPPEL, OSWEGO COUNTY, NEW YORK, DATED October 24, 2023, AUTHORIZING THE ISSUANCE OF UP TO \$2,982,000 PRINCIPAL AMOUNT OF STATUTORY INSTALLMENT BONDS TO FINANCE THE ACQUISITION, CONSTRUCTION AND INSTALLATION OF A WATER SUPPLY AND DISTRIBUTION SYSTEM FOR THE BANKRUPT ROAD WATER DISTRICT AND DELEGATING THE POWER TO ISSUE AND SELL SUCH BONDS TO THE TOWN SUPERVISOR.

WHEREAS, on February 13, 2020, the town board (the "**Board**") of the Town of Schroeppele, Oswego County, New York (the "**Town**") adopted a bond resolution entitled BOND RESOLUTION, DATED FEBRUARY 13, 2020, OF THE TOWN OF SCHROEPPPEL, NEW YORK (THE "TOWN"), AUTHORIZING THE UNDERTAKING OF CERTAIN CAPITAL IMPROVEMENTS, AT AN ESTIMATED MAXIMUM COST OF \$2,600,000, AND AUTHORIZING THE ISSUANCE OF STATUTORY INSTALLMENT BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$2,600,000 OF THE TOWN, PURSUANT TO THE LOCAL FINANCE LAW TO FINANCE SAID PURPOSE, AUTHORIZING THE ISSUANCE AND SALE OF BOND ANTICIPATION NOTES IN ANTICIPATION OF THE SALE OF SUCH BONDS AND DELEGATING THE POWER TO ISSUE AND SELL SUCH BONDS AND NOTES TO THE TOWN SUPERVISOR (as amended, the "**Original Resolution**") to authorize the issuance of bonds to finance a portion of the costs of the construction of approximately 41,000-linear feet of 8-inch and 10-inch diameter water mains and including, but not limited to, fire hydrants, gate valves and water service taps, buildings, land or rights in land, original furnishings, equipment, machinery or apparatus required in connection therewith and incidental costs and expenses related to the foregoing (collectively, the "**Project**") along portions of County Route 46/Bankrupt Road, Hawthorne Road, County Route 57, County Route 6, and other local side streets in the Town of Schroeppele, Oswego County, New York (the "**Original Bankrupt Road Water District**"); and

WHEREAS, the Board determined, as a result of increased costs for the Project, to extend the boundaries of and households included in the Bankrupt Road Water District (as extended, the "**Water District**"); and

WHEREAS, the Board desires to authorize (i) the expenditure and appropriation of funds in connection with the Project; and (ii) the issuance of statutory installment bonds of the Town to finance such appropriations; and

WHEREAS, on December 20, 2022, in accordance with Town Law Section 209-d, the Town held a public hearing with respect to re-establishment of the Water District and the increased costs of the Project and adopted a public interest resolution determining that it is in the public interest to establish the Water District; and

WHEREAS, on September 26, 2023, the Board re-adopted the public interest resolution subject to permissive resolution and published a summary thereof in the Palladium Times newspaper; and

WHEREAS, the time for filing a petition requesting that the public interest resolution be submitted to a referendum of the property owners of the Water District has expired and no such petition has been filed with the Town Clerk;

TOWN OF SCHROEPPEL
BANKRUPT ROAD WATER DISTRICT

NOW, THEREFORE, it is hereby **RESOLVED**, by the Town Board of the Town of Schroepfel (*by a favorable vote of not less than two-thirds of all the members*), as follows:

SECTION 1. The Town Board of the Town of Schroepfel hereby ratifies, confirms and authorizes undertaking the Project. The estimated maximum cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is \$6,024,000. For the specific purpose or object of financing the cost of undertaking the Project, there are hereby authorized to be issued up to \$2,982,000 or such lesser amount as may be necessary, of statutory installment, pursuant to the provisions of the Local Finance Law and the levy of a tax to pay principal and interest on said obligations, and the application, if and when available, of County of Oswego ("**County**"), State of New York ("**State**") and/or federal assistance available or to any revenues available for such purpose from any other source. The bonds authorized hereby may be issued to the United States Department of Agriculture, Office of Rural Development, or any of its related offices or agencies.

SECTION 2. It is determined that this financing is for a water system and the period of probable usefulness of the aforesaid specific object or purpose is forty (40) years pursuant to Sections 11.00(a)(1) of the Law.

SECTION 3. The plan for the financing of the Project shall consist of: (i) the issuance of statutory installment bonds of the Town authorized to be issued pursuant to this Resolution in a principal amount not to exceed the \$2,982,000 (the "**Bonds**") pursuant to Section 62.10 of the Law; and (ii) the application of County, State, and/or federal grants and assistance available or any revenues available for such purpose from any other source and the acceptance of such grants, assistance and revenue and the application of such funds to the costs of the Project are hereby approved.

SECTION 4. The temporary use of available funds of the Town, not immediately required for the purpose or purposes for which the same were borrowed, raised or otherwise created, is hereby authorized to be expended pursuant to Section 165.10 of the Law for the specific object or purpose described in Section 1 of this Resolution. If such temporary funds are used for any expenditure authorized in this Resolution, the Town intends to reimburse such funds with the proceeds of the Bonds.

SECTION 5. Pursuant to Section 107.00(d)(3)(a) of the Local Finance Law, current funds are not required to be provided prior to the issuance of the Bonds.

SECTION 6. The Bonds issued to finance a portion of the cost of the object or purpose described in Section 1 above shall have a maturity in excess of five (5) years to be measured from the date of the Bonds.

SECTION 7. The Town hereby covenants and agrees with the holders from time to time of the Bonds issued pursuant to this Resolution and the Original Resolution, that the Town will duly and faithfully observe and comply with the provisions of the Internal Revenue Code of 1986, as amended (the "**Code**"), and any proposed or final regulations of the United States Treasury Department issued pursuant thereto (the "**Regulations**") unless, in the opinion of Bond Counsel to the Town, such compliance is not required by the Code and the Regulations to maintain the exemption of interest on said obligations from Federal income taxation.

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BANKRUPT ROAD WATER DISTRICT

SECTION 8. By resolution dated October 12, 2017, the Board determined, pursuant to Section 617.4 of the regulations of the New York State Department of Environmental Conservation, the Town determined that the Project set forth in Section 1 is a Type I action as defined under the State Environmental Quality Review Act ("**SEQRA**"), and will not have a significant impact on the environment, a negative declaration was issued and no further action is required under SEQRA.

SECTION 9. Each of the Bonds and any Note authorized by this Resolution shall contain the recital of validity prescribed by Section 52.00 of the Law and said Bonds shall be general obligations of the Town, payable as to both principal and interest by a general tax upon all the real property within the Town without legal or constitutional limitation as to rate or amount. The faith and credit of the Town are hereby irrevocably pledged to the punctual payment of the principal of and interest on said Bonds as the same respectively become due and payable and provision shall be made annually in the budget of the Town by appropriation for the payment of such principal and interest to be due and payable in such year.

SECTION 10. It is intended that this Resolution shall constitute an official intent within the meaning of Section 1.150-2 of the Regulations to reimburse the Town with the proceeds of the aforesaid Bonds to the extent of applicable expenses paid by the Town prior to the issuance of such Bonds. The Town Board hereby ratifies and confirms the declaration of official intent set forth in the Original Resolution.

SECTION 11. Subject to the provisions of this Resolution and Section 30.00 of the Law regarding the issuance of Bonds and all other applicable provisions of the Law, the power to authorize the issuance and sale of and the Bonds herein authorized, is hereby delegated to the Supervisor of the Town, Chief Fiscal Officer ("**Supervisor**"). The Supervisor, except as otherwise provided herein, having determined it is most favorable to the Town, shall have the power to, among other things, determine whether to issue the Bonds having substantially level or declining annual debt service, and all matters related thereto, to sell the Bonds at private or public sale, prescribe whether manual or facsimile signatures shall appear on said obligation, prescribe the method for the recording of ownership of said obligation, appoint the fiscal agent for said obligation, provide for the printing and delivery of said obligation. In addition to the delegation of powers described above, the powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the Supervisor, who shall conduct the sale and award the Bonds in such manner as the Supervisor shall deem best for the interests of the Town; provided, however, that in the exercise of these delegated powers, the Supervisor shall comply fully with the provisions of the Law and any other order or rule of the State Comptroller applicable to the sale of municipal bonds. It is hereby determined that it is to the financial advantage of the Town not to impose and collect from the registered owner(s) of such obligation any charges for mailing, shipping and insuring a transferred or exchanged bond by the fiscal agent, and accordingly pursuant to paragraph c of Section 70.00 of the Law, no such charges shall be so collected by the fiscal agent.

SECTION 12. The Supervisor is hereby further authorized to take such actions and execute such documents as may be necessary to ensure the continued status of the interest on the Bonds authorized by this Resolution, as excludable from gross income for federal income tax purposes pursuant to the Code.

SECTION 13. The Supervisor is further authorized to enter into a continuing disclosure undertaking with or for the benefit of the initial purchasers of the Bonds authorized by the resolution in compliance

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with the provisions of Rule 15c2-12, promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934.

SECTION 14. All costs and expenses in connection with the Project set forth in Section 1 above, and the financing thereof by the sale of Bonds, including but not limited to, the fees and expenses of Bond Counsel, financial advisors, engineering consultants, counsel for the Town and other professionals, shall be paid to the extent permitted by law from the proceeds of the sale of such Bonds.

SECTION 15. The Town hereby authorizes its Supervisor to execute and deliver into any and all agreements necessary to carry out the intent of the foregoing resolutions.

SECTION 16. The validity of the bonds authorized by this Bond Resolution may be contested only if:

(a) Such obligations are authorized for an object or purpose for which the Town is not authorized to expend money, or

(b) The provisions of law which should be complied with at the date of the publication of such resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of such publication, or

(c) Such obligations are authorized in violation of the provisions of the constitution.

This Bond Resolution shall be published in full in the designated official newspaper(s) of the Town for such purpose, together with a notice of the Town Clerk in substantially the form provided in Section 81.00 of the Law.

SECTION 17. This Bond Resolution is not subject to a permissive referendum pursuant to Section 35.00(b)(2) of the Law.

SECTION 18. This Bond Resolution shall take effect immediately.

The foregoing Bond Resolution was duly moved by Nazarian and seconded by Gelling and brought to a vote as follows:

JoAnn Nazarian AYE
Zachary Gelling AYE
L. Hoyt AYE
N. Hoyt AYE
Cary Redhead AYE

The motion having been put to a vote was adopted in accordance with the foregoing roll call vote.

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STATE OF NEW YORK)
) SS.:
COUNTY OF OSWEGO)


I, Darlene Owens, Town Clerk of the Town of Schroeppe, Oswego County, New York (the "Town"), DO HEREBY CERTIFY:

That the foregoing resolution(s) was duly passed by the Town Board of the Town of Schroeppe on the 24th day of October, 2023.

I FURTHER CERTIFY that the full Town Board of the Town consists of five (5) members; that [five (5)] members of the Town Board were present at such meeting; and that [five (5)] of such members voted in favor of the attached Resolution.

I FURTHER CERTIFY that (i) all members of the Town Board had due notice of the meeting, (ii) pursuant to Article 7 of the Public Officers Law (Open Meetings Law), such meeting was open to the general public, and due notice of the time and place of such meeting was duly given in accordance with Article 7 of the Public Officers Law, and (iii) the meeting was in all respects duly held.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town this 24 day of October, 2023.



Darlene Owens, Town Clerk
Town of Schroeppe
Oswego County, New York

(SEAL)

**INTERMUNICIPAL AGREEMENT BY AND BETWEEN
THE TOWN OF SCHROEPPPEL, THE COUNTY OF OSWEGO,
THE VILLAGE OF PHOENIX AND THE COUNTY OF OSWEGO INDUSTRIAL
DEVELOPMENT AGENCY**

(Phoenix/Schroeppeel Wastewater Treatment and Conveyance Project)

THIS AGREEMENT entered into this ___ day of December, 2023 by and between the **TOWN OF SCHROEPPPEL**, a municipal corporation by and of the State of New York with its principal offices for business located at 69 County Route 57A, Phoenix, New York 13135 (hereinafter "Town"); the **COUNTY OF OSWEGO**, a municipal corporation by and of the State of New York, with its principal offices for business located at the Legislative Office Building, 46 East Bridge Street, Oswego, New York 13126 (hereinafter "County"); and, the **VILLAGE OF PHOENIX**, a municipal corporation by and of the State of New York with principal offices for business located at 455 Main Street, Phoenix, New York 13135 (hereinafter Village); and, the **COUNTY OF OSWEGO INDUSTRIAL DEVELOPMENT AGENCY** (hereinafter "IDA"), a body corporate and politic and a public benefit corporation of the State of New York, duly organized and validly existing under the laws of the State of New York with an office at 44 W. Bridge Street, Oswego, NY 13126, the foregoing entities being collectively referred to herein as the "parties,"

WITNESSETH:

WHEREAS, the Town of Schroeppeel has, heretofore, formed a sewer district known as Sewer District 1 (hereinafter "District") which presently serves the Oswego County Industrial Park, which is owned by Operation Oswego County, Inc., but is tax-exempt by virtue of a PILOT Agreement with the IDA as its sole customer; and

WHEREAS, the Town has, heretofore, adopted Local Law 1 of 2011 entitled, a "*Local Law for the Management, Control and Operation of Water and Sewer Districts in the Town of Schroeppeel*" concerning same; and

WHEREAS, the Town and District have statutory authority to undertake sewer conveyance improvements under Town Law Articles 12-A, 12-C and, also, under Town Law §209-a; and

WHEREAS, the Village has heretofore established a complete sewerage system for the Village under Village Law Article 14 and, further, may enlarge its Publicly Owned Treatment Works (hereinafter POTW) pursuant to Village Law §14-1408; and

WHEREAS, the Village is wholly within the Town and County and it has heretofore adopted Chapter 149 of the Village Code, entitled "*Sewer Use*" which, *inter alia*, provides for the efficient, economic, environmentally safe, and legal operation of the Village's POTW which has limited capacity at present to handle and process wastewater including wastewater needs from the present Industrial Park; and

WHEREAS, the County of Oswego has statutory authority to further economic and municipal cooperation development within its borders under the County Law and the General Municipal Law and, further, it may also opt to create county sewer districts under County Law Article 5-a; and

WHEREAS, the IDA has broad statutory authority regarding economic development and, in particular, regarding industrial pollution control facilities including, but not limited to, water collecting systems, wastewater treatment works, sewage treatment works system, sewage treatment system or solid waste disposal facility or site under General Municipal Law §854(8) *et seq.*; and

WHEREAS, the Town and Village have independent authority under General Municipal Law §119 *et seq.*, concerning entering into agreements the construction and development of excess sewage capacity and facilities; and

WHEREAS, the Town, Village and County have authority to enter into an agreement under Article 5-G of the General Municipal Law §119-0(l), to include matters as are reasonably necessary and proper to effectuate and progress the joint service or a joint water, sewage or drainage project and the IDA has statutory authority to assist the Town, County and Village in furtherance of same; and

WHEREAS, the Town presently owns and operates the District, and the parties are desirous of expanding and modernizing the wastewater treatment and conveyance systems in the Town and Village to protect ground and drinking water quality to provide increasing economic development opportunities to support the creation and retention of local jobs and grow the local economy; and

WHEREAS, the County has previously identified the need to improve and enhance wastewater treatment and conveyance systems throughout the County as part of its Strategic Economic Advancement Plan; and

WHEREAS, both the County and IDA want to expand and promote economic development at the IDA-owned Industrial Park serviced by the District and the POTW owned and operated by the Village; and,

WHEREAS, the IDA has recently acquired approximately 200 acres to expand the Industrial Park which will further strain existing conveyance and wastewater treatment assets including the POTW; and

WHEREAS, the lack of sufficient municipal sewer capacity further hinders development in and around the Village and within the Town of Schroepel which is an otherwise highly- competitive area for future development; and

WHEREAS, the IDA has commissioned preliminary studies to determine the problems and identify the needed improvements in both the Town's and the Village's current respective assets and the County is identifying eligible state and federal funding sources; and

WHEREAS, the Parties have discussed this matter and have reached an agreement regarding the payment and reimbursement of the costs incurred in these matters that is fair and equitable; and

WHEREAS, said arrangement promotes intermunicipal cooperation and shared services and is in the best interests of the respective governments and the IDA; and

WHEREAS, the Phoenix/Schroepel Wastewater Treatment and Conveyance (hereinafter the "project"), when completed, will promote the public health and welfare as well as enhance economic development opportunities at the Oswego County Industrial Park and in the greater Phoenix/Schroepel area; and

WHEREAS, an intermunicipal agreement to facilitate the Phoenix/Schroeppel Wastewater Treatment and Conveyance project is both necessary and desirable, and

WHEREAS, the parties identified above, heretofore entered into a previous Intermunicipal Agreement regarding the Phoenix/Schroeppel Wastewater Treatment and Conveyance Project dated May 18, 2021, and

WHEREAS, there have been significant changes in the cost of the project and the funding available for the completion of the project over the last two years such that it is has become necessary and appropriate to make certain amendments to that agreement,

NOW, THEREFORE, it is mutually agreed as follows:

RESPONSIBILITIES OF THE COUNTY OF OSWEGO:

The following is expressly subject to the approval of the Oswego County Legislature:

- (1) The County agrees to contribute an amount for the project not to exceed \$1,000,000 for expenses related to design, construction, engineering, and other project expenses expressly contingent upon receipt of state and federal grant funding for same. The actual amount of the County's contribution shall be determined upon the availability of state and federal grant funds and the final cost of the improvements.
- (2) Contingent upon the receipt of sufficient funding and permissions from the Town and Village, the County will work with and for the Village and the Town in their joint efforts to prepare and let bids and proposals for the construction and engineering of the project.
- (3) Contingent on the respective approvals identified in item 2 above, the County will join the Town projects and the Village projects into one proposal. The newly formed project will be bid, let, and managed by the County in cooperation with the other three funding partners party to this agreement.
- (4) During the term of the project, the County shall invoice the other funding partners at appropriate intervals up to the amounts identified in this agreement and any other amounts that may or have been established through grants awarded to the other partners specifically for this project.
- (4) The County will perform work for the benefit of the project, but, at no time, shall the County own or operate the sewer treatment and conveyance system as said ownership will remain with the Town or Village respectively unless separately agreed to by the Town, Village and County in writing.

RESPONSIBILITIES OF THE TOWN OF SCHROEPPEL:

The following is expressly subject to the approval of the Town Board of the Town of Schroepel:

- (1) To the extent allowed by law, the Town and District agree to allow the County and IDA to connect any of their own structures within the Industrial Park to the sewer district conveyance lines once the project is completed at a rate and term to be determined that considers the debt service obligations associated with the project.
- (2) The Town and District agree to work with the County and the IDA to obtain and maintain all necessary permits and approvals for the District as may be necessary for the Town to own and operate the District and to operate same in full compliance with all applicable state and federal laws and regulations.
- (3) The Town and District accept and agree to own the lines, pumps, lift stations and mechanicals of the sewer district from the date of completion of construction and will establish an equitable agreement with the Village for any repairs or maintenance necessary (e.g. clogs, broken lift stations, etc.) if not otherwise covered by warranty or regularly performed by the Town.
- (4) The Town will defend and indemnify the District if the District and/or Town is sued in an Article 78 proceeding in connection with the proposed district expansion and/or any agreement with the Village concerning this Project.
- (5) To the extent allowed by law, and, as a partial inducement for IDA assistance hereunder to fund improvements, the Town and District agree to negotiate a mutually acceptable special improvement district charge for the IDA and take into consideration the use and occupancy of any new IDA owned buildings at the Industrial Park in determining such special improvement district charges for a period of five (5) years.
- (6) To the extent allowed by law, and, as a partial inducement for County assistance hereunder in the funding of the improvements, the Town and District agree to negotiate a mutually acceptable special improvement district charge for the County and take into consideration the use and occupancy of any new County owned buildings at the Industrial Park in determining such special improvement district charges for a period of five (5) years.
- (7) Expressly contingent upon the receipt of grant and other funding sufficient for the completion of the project, the Town agrees to contribute an amount not to exceed \$400,000 for expenses related to the completion of the newly formed joint project.
- (8) The Town shall work with the County, the Village and the IDA to plan, host and conduct all hearings and filings as may be necessary and appropriate for this project.
- (9) The Town, as the owner of the District and the conveyance system within it proposed to be improved under this project, agrees to allow the County to be the contracting entity for all work at, in and around their system in consultation with the Town and the joint advisory committee established for the guidance and oversight of this project.

RESPONSIBILITIES OF THE VILLAGE OF PHOENIX:

The following is expressly contingent upon approval of the Village Board of Trustees:

- (1) The Village of Phoenix agrees to accept all sewage within the allowable limits of its DEC/EPA permits and its available capacity at the time of final delivery and will work with the Town and District to develop a rate schedule that is consistent with the pricing formulas the Village uses for similar customer classes.
- (2) Prior to the completion of this project, the Village agrees to obtain and maintain all other and further permits and approvals as may be necessary for the Village to receive and treat at its POTW additional sewage from the District and Industrial Park at its own cost and expense if project funds are not sufficient to cover those costs.
- (3) Once constructed, the Village shall cooperate with the Town and District regarding district maintenance and related issues necessary for the proper operation of the district, at the Town's request.
- (4) The Village, as the owner of the POTW to be improved under this project, agrees to allow the County to be the contracting entity for all work at, in and around their POTW facility in consultation with the Village and the joint advisory committee established for the guidance and oversight of this project.
- (5) The Village shall work with the County, the Town and the IDA to plan, host, and conduct all hearings and filings as may be necessary and appropriate for this project.
- (6) Expressly contingent upon the receipt of grant funding, the Village agrees to contribute \$1,383,683 for expenses related to the completion of the project. The actual amount will be determined based on the availability of other state and federal grant funds and the final cost of the improvements. Should existing funding be insufficient for the completion of the project, the Village also agrees to work with the County, the IDA and the Town to find and secure any additional funds as may be required for the project.

RESPONSIBILITIES OF THE IDA

The following is expressly contingent upon the approval of the IDA Board:

- (1) Contingent upon the receipt of grant funding, the IDA agrees to contribute an amount not to exceed \$1,000,000 for expenses related to the completion of the project. The actual amount will be determined based on the availability of other state and federal grant funds and the final cost of the improvements. Should grants be awarded, payments will be quarterly installments (which may be of varying amounts) commencing thirty (30) days after the award of an engineering/design contract for the project.

ADVISORY COMMITTEE

The parties agree to form an advisory committee comprised of at least one (1) representative of each party to this Agreement. The committee will convene as needed to review funding opportunities, project details, acceptance and disbursement of funds, and report back to the respective governing body of each party on the status of the project. The advisory committee shall not have any independent decision-making authority and shall only serve as an advisory group to assist in the facilitation of the project in accordance with this Agreement.

ENTIRE AGREEMENT

This constitutes the entire and integrated agreement among the parties and is an amended version of the original IMA dated 05/18/2021. This agreement may not be changed unless changed by written instrument signed by all parties. By the signatures below, each party represents that the requisite approval has been obtained for the execution of this agreement, the authorizing resolutions having been attached hereto and made a part hereof as **EXHIBIT A**.

[SIGNATURE PAGE TO FOLLOW]

WHEREFORE, we, the undersigned having been duly authorized by our governing body, have separately set our hands and seals effective on the date and year first above written.

TOWN OF SCHROEPPPEL

By: Cary Redhead 10/24/2023 L.S.
Cary Redhead, Supervisor

COUNTY OF OSWEGO

By: _____ L.S.
James Weatherup, Chairman of the Legislature

VILLAGE OF PHOENIX

By: _____ L.S.
Brian Borchik, Mayor

COUNTY OF OSWEGO IDA

By: _____ L. S.
Austin Wheelock, Chief Executive Officer