

**INTERMUNICIPAL AGREEMENT FOR BUILDING INSPECTOR SERVICES FOR CERTAIN
SPECIFIC PROJECTS**

This agreement (the "Agreement") made as of this ____ day of _____, 2025, by and between the Village of Phoenix, New York ("VILLAGE"), a municipal corporation with its offices and principal place of business located at Sweet Memorial Building 455 Main Street Phoenix, NY 13135, and the Town of Lysander, New York ("TOWN"), a municipal corporation with offices and principal place of business located at 8220 Loop Road, Baldwinsville, NY 13027.

WITNESSETH

WHEREAS, the TOWN acknowledges having a fully staffed and functional office designated the Building Department or Code Enforcement Office (the "Department"), for the administration and enforcement of zoning laws and the New York State Uniform Fire Prevention and Building Code ("State Code") and all related matters with sufficient capacity to meet the obligations set forth herein; and

WHEREAS, the VILLAGE is concerned about any possible conflict of interest with the VILLAGE codes officer/building inspector relating to building inspection and code enforcement services on properties in the Village of Phoenix; and

WHEREAS, the TOWN has in its employ, personnel experienced in enforcing the State Code and other ordinances, codes, regulations, local laws, etc. of the TOWN, which are similar to those in the VILLAGE; and

WHEREAS, the VILLAGE desires to contract with the TOWN for administrating and enforcing the VILLAGE code, the State Code and related services offered by the Department (the "Code Services") at properties in the Village of Phoenix any possible conflicts of interest may or could arise; and

WHEREAS, the TOWN is willing and has sufficient facilities and personnel to conduct the Code Services in the Village of Phoenix on the terms and conditions set forth herein; and

WHEREAS, municipal corporations have the authority under the New York State General Municipal Law to enter into agreements for the performance among themselves of their respective, powers and duties; and

WHEREAS, both the VILLAGE and the TOWN, in order to provide the most efficient service to its constituents, have determined, pursuant to Article 5-G of the New York State General Municipal Law,

that the best interests of the public would be served by the entry into another inter-governmental agreement; and

NOW THEREFORE, in the spirit of municipal cooperation and in an effort to reduce expenses and avoid any conflict of interest, for the VILLAGE, and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Administration:

1. The DEPARTMENT shall furnish and administer the Code Services on behalf of the VILLAGE for any construction, renovations, additions, alterations or other reason at any property requested in the Village of Phoenix. Such Code Services shall include, without limitation, review of building and related applications; review of plans and other required applications; issuance of permits, referrals and certificates of occupancy/completion as appropriate; interfacing with the Village Board and Mayor; the preparation of reports to the Village regarding the issuance of building permits, certificates of occupancy/completion, notices of violation, summonses, stop work orders and related documents; appearance in Justice Court as appropriate; property inspections, construction inspections; and the administration and enforcement of the State Code, as well as the VILLAGE CODE and local flood plain regulations.
2. The TOWN'S Code Enforcement Officer or Building Inspector assigned to inspect properties for the VILLAGE shall possess all the necessary skills, training, education and certifications to perform the duties and responsibilities of such position as required by law and under this Agreement.
3. All records, reports, documents and materials as are required to provide the Code Services to be performed under this Agreement shall be maintained by the VILLAGE.
4. The TOWN agrees to provide to the VILLAGE such code enforcement/building inspector services as are needed to complete the work within the village limits of the Village of Phoenix.
5. The Department, in carrying out the duties described herein shall follow its normal policies and procedures to the extent that such policies and procedures do not conflict with the VILLAGE CODE or any other applicable state or local law, regulation or procedure.
6. This Agreement shall be effective upon the date it is executed by both parties through and until work is completed at requested properties in the Village of Phoenix.
7. Application and Permit fees will be collected and recorded by the VILLAGE.
8. The VILLAGE will be responsible for collecting and recording all applications and plans. All collected applications and plans will be forwarded to the TOWN once recorded and deemed complete.

Miscellaneous:

9. The VILLAGE shall provide such supplies, materials, travel reimbursement and other expenses to the personnel chosen by the TOWN to carry out the services required under this Agreement. The VILLAGE shall provide all forms particular to it including, but not limited to, building permits, certificates of occupancy/completion, etc.

10. The parties agree that the status of the personnel selected by the TOWN to supply the services required hereunder shall be independent contractors of the VILLAGE and shall not be employees of the VILLAGE. The TOWN shall be responsible for providing to such personnel any and all salary, wages, and benefits of employment such as, but not limited to, worker's compensation, unemployment insurance, retirement benefits, health insurance benefits, compensatory time, disability leave, sick leave, vacation leave, etc.

11. Both parties agree that they will, at their own expense, indemnify, defend and hold harmless each other, its officers, agents and employees from any and all liability, judgment costs, damages, attorney's fees and expenses by reason of any act, failure to properly act, or negligence of its employees or by not adhering to the guidelines as established by either the TOWN or the New York State Department of State in the provisions and performance of inspection work as set forth in this Agreement, providing however, that timely notice shall be given by each party to the other of any claim that may be asserted with regard to the work, labor and services set forth in this Agreement.

12. This Agreement constitutes the complete understanding of the parties. No modifications of any provisions thereof shall be valid unless in writing and signed by both parties.

13. All notices hereunder shall be in writing, mailed first class, certified or registered or delivery by hand to the address of the party as set forth on page 1 of this Agreement, or to such other address as such party may designate from time to time by such notice, and shall take effect when mailed or when received if delivered by hand.

14. This Agreement is being used for the sole purpose of avoiding any conflict of interest between the VILLAGE and the VILLAGE codes officer.

15. Both the TOWN and VILLAGE retain the right to terminate this Agreement for any reason upon thirty (30) days' notice to the other party.

16. Each municipality has agreed to and approved this Agreement, a copy of the resolution of each respective governing body, approving the terms and conditions contained in this Agreement is annexed hereto as Exhibits "A" and "B" and made a part hereof.

17. The fee schedule for services provided to the VILLAGE for such work shall be:

\$40 per hour for regular work hours (9AM-4:30PM M-F)

\$60 per hour for after-hours / weekend work

IN THE WITNESS WHEREOF, the parties have indicated their agreement in the spaces provided below.

Kevin Rode
Town Supervisor
Town of Lysander
Dated:

Brian Borchik
Mayor
Village of Phoenix
Dated: