Special Joint Committee
Wednesday, January 11, 2023
1:00pm

** please note this meeting is in-person at the IAWWTF **

1) Welcome
2) Agenda Review and Approval of Minutes
3) Financial Report – Steve Thayer, City Controller
4) Operations and Engineering Report – Peter Wernsdorfer, Acting Chief Operator
5) Voting Items
   a) Resolution for Phase 3 Boiler Replacement Contract Amendment – Scott Gibson, City Assistant Superintendent of Water & Sewer
   b) Resolution to Recommend Approval of the Plant to Plant Agreement and Multijurisdictional Agreement between the City of Ithaca, Town of Ithaca, Town of Dryden and Village of Cayuga Heights – Bill Goodman, Town of Ithaca
   c) Resolution to Recommend Approval of Engagement Letter for Legal Services
6) Discussion Items
   a) Labor issues – Mike Thorne, City Superintendent of Public Works (20 minutes)
7) Adjournment

Upcoming Meeting Dates: February 8, March 8
## Revenues:

<table>
<thead>
<tr>
<th>Account #</th>
<th>Description</th>
<th>Budget</th>
<th>Actual</th>
<th>Excess or Deficiency</th>
<th>Rec'd</th>
<th>%</th>
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<tbody>
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<td>2373</td>
<td>Septage Service Other</td>
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<td>3,251,769</td>
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<td>2392</td>
<td>Debt Service Other Gov't</td>
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<tr>
<td>2665</td>
<td>Sale of Equipment</td>
<td>1,500</td>
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<td>2680</td>
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<tr>
<td>2701</td>
<td>Refund of Prior Year Expense</td>
<td>-</td>
<td>-</td>
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<td>2705</td>
<td>Gifts and Donations</td>
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<td>2770</td>
<td>Unclassified Revenue</td>
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<td>5,760</td>
<td>4,760</td>
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<td><strong>Total</strong></td>
<td><strong>Revenues as of 12/31/22</strong></td>
<td><strong>5,233,271</strong></td>
<td><strong>4,648,017</strong></td>
<td><strong>(585,254)</strong></td>
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<td><strong>Expenditures:</strong></td>
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<td><strong>Operations:</strong></td>
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<td>1920</td>
<td>Municipal Association Dues</td>
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<td>$1,086</td>
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<td>5105</td>
<td>Administration Salaries</td>
<td>-</td>
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<td>5110</td>
<td>Staff Salaries</td>
<td>$862,922</td>
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<td>$152,012</td>
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<td>Hourly F/T</td>
<td>$22,094</td>
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<td>Hourly P/T</td>
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<td>Overtime</td>
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<tr>
<td>5210</td>
<td>Office Equipment</td>
<td>-</td>
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<tr>
<td>5215</td>
<td>Motor Vehicles</td>
<td>$35,000</td>
<td>-</td>
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<tr>
<td>5225</td>
<td>Other Equipment</td>
<td>-</td>
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<tr>
<td>5405</td>
<td>Telephone</td>
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<td>Utilities</td>
<td>$305,000</td>
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<td>Clothing</td>
<td>$7,500</td>
<td>$10,365</td>
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<td>138.20%</td>
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<td>Gas &amp; Oil</td>
<td>$10,000</td>
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<td>Office Expense</td>
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<td>$546</td>
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<td>Fees</td>
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<td>Contracts</td>
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<td>Overhead Charge City General Fund</td>
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<td>Staff Development</td>
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<td>5450</td>
<td>Advertising</td>
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<td>Insurance</td>
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<td>Property Maintenance</td>
<td>-</td>
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<tr>
<td>5476</td>
<td>Equipment Maintenance</td>
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<td>Equipment Parts</td>
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<td>Vehicle Maintenance</td>
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<td>Building Maintenance Supplies</td>
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<td>Safety Materials &amp; Supplies</td>
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<td>Treatment Supplies</td>
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<td>Lab Supplies</td>
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<td>$43,122</td>
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<td>Sludge Disposal Fees</td>
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<td>5700</td>
<td>Prior Year Encumbrances</td>
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<td>$96,043</td>
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<td>-</td>
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<tr>
<td>5720</td>
<td>Prior Year Equipment</td>
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<td>-</td>
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<tr>
<td></td>
<td><strong>Sub-Total</strong></td>
<td>$3,386,943</td>
<td>$2,947,213</td>
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<td>$439,730</td>
<td>87.02%</td>
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<td><strong>Benefits:</strong></td>
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<td>9010</td>
<td>State Retirement</td>
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<td>$89,394</td>
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<td>Social Security</td>
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<tr>
<td>9050</td>
<td>Unemployment Insurance</td>
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<td>Dental Insurance</td>
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<td>$4,095</td>
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<td>Employee Tuition</td>
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<td><strong>Sub-Total</strong></td>
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<td>$583,638</td>
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<td>$731</td>
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<td><strong>Debt Service</strong></td>
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<tr>
<td>9710</td>
<td>Serial Bonds</td>
<td>$757,747</td>
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<td>Interest on Serial Bonds</td>
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<td>$588,227</td>
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<tr>
<td>9730</td>
<td>BANS</td>
<td>$900</td>
<td>$900</td>
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<td>9731</td>
<td>Interest on BANS</td>
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<td>$8,221</td>
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<td>1</td>
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<td><strong>Sub-Total</strong></td>
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<td>$1,355,095</td>
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<td><strong>Interfund Transfers</strong></td>
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<tr>
<td>9951</td>
<td>Transfer to Capital Reserves</td>
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<td>-</td>
<td></td>
<td>-</td>
<td>0.00%</td>
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<tr>
<td></td>
<td><strong>Sub-Total</strong></td>
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<td>-</td>
<td></td>
<td>-</td>
<td>0.00%</td>
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<tr>
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<td><strong>Total All Expenditures as of 12/31/22</strong></td>
<td>$5,329,314</td>
<td>$4,885,946</td>
<td>$443,368</td>
<td>91.68%</td>
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IAWWTF
Approved Budget and Actual Activity
As of
December 31, 2022 (Not final)
1/6/2023

<table>
<thead>
<tr>
<th>Surplus(deficit) as of 12/31/22</th>
<th>$ (96,043)</th>
<th>$ (237,929)</th>
<th>$ (141,886)</th>
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<td>&quot;$0 was appropriated from Fund Balance surplus for 2022&quot;</td>
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<td>Capital Activity:</td>
<td>Current</td>
<td>Current</td>
<td>Original</td>
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<td>Cash Balance</td>
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<td>40U</td>
<td>Phosphorus Removal Improvements</td>
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<td>410J</td>
<td>Primary Settling Tanks Rehab I &amp; II</td>
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<td>$13,423.83</td>
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<td>411J</td>
<td>Admin Building &amp; Thicker Roof Addition Design</td>
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<td>412J</td>
<td>Energy Reduction Upgrades</td>
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<td>Boiler Replacement</td>
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<td>414J</td>
<td>Flow Meter Stations Rehabilitation</td>
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<td>415J</td>
<td>Facility Concrete Restoration</td>
<td>Closed</td>
<td>$118,279.28</td>
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<td>416J</td>
<td>Misc Plant Improvements</td>
<td>To close</td>
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<td>417J</td>
<td>IAWWTF Energy Improvements</td>
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<td>$202,567.15</td>
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<td>418J</td>
<td>Septage Receiving Facility Improvements</td>
<td>To close</td>
<td>$4,859.19</td>
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<td>419J</td>
<td>Influent Building &amp; Dewatering System Imp</td>
<td>Active</td>
<td>$2,755.19</td>
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<td>420J</td>
<td>Enhanced Primary Treatment Feasibility Study</td>
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<td>$39,227.84</td>
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<td>421J</td>
<td>IAWWTF Various Improvements to Facility</td>
<td>Active</td>
<td>$676,783.29</td>
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<td>422J</td>
<td>IAWWTF Boiler Room Evaluation</td>
<td>Active</td>
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<td>423J</td>
<td>IAWWTF Actiflow System Upgrade</td>
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<td>424J</td>
<td>IAWWTF Chemical Bulk Storage Tanks Replace</td>
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<td>Total Capital Projects</td>
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<tr>
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<tr>
<td>Nonspendable</td>
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<td>Prepaid expenses</td>
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<td>Total Fund Balance</td>
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<tr>
<td>12/31/2017 Restricted for Capital</td>
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<tr>
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<td>Prepaid expenses</td>
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<td>Prepaid expenses</td>
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<td>Nonspendable</td>
<td>$29,906</td>
</tr>
<tr>
<td>Prepaid expenses</td>
<td>$29,906</td>
</tr>
<tr>
<td>Total Fund Balance</td>
<td>$1,166,872</td>
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<tr>
<td>12/31/2021 Restricted for Capital</td>
<td>$1,101,947</td>
</tr>
<tr>
<td>Capital reserves</td>
<td>$1,101,947</td>
</tr>
<tr>
<td>Nonspendable</td>
<td>$29,906</td>
</tr>
<tr>
<td>Prepaid expenses</td>
<td>$29,906</td>
</tr>
<tr>
<td>Total Fund Balance</td>
<td>$1,545,548</td>
</tr>
</tbody>
</table>
1. Process Control
   a. Aeration Blowers – The work by Howden is complete. We are very satisfied with their response. We now have a signaling issue related to the age and UV exposure of the DO probe components. We have an assessment from the vendor with a preliminary estimate of $14,000 and await a final estimate of cost before we proceed with resolution

2. Maintenance Management
   a. Micro Turbines – The heat exchanger on No. 4 is replaced and all four turbines are operating
   b. Boilers – Decommissioning and demolition are completed and make ready work commenced. Supply chain delays have pushed the project completion date to February. Digester temperatures are inconsistent but diligent attention prevents backsliding.
   c. ActiFlo – The planned evaluation is scheduled for January 25

3. Staff Management
   a. Three long-time employees are retiring this month and one operator is out on extended family leave. We are recruiting for these positions
   b. Weekly staff meetings continued. We moved to a semi-monthly schedule with the team meeting with the Asst Supt in the off weeks
   c. Weekly and/or semi-monthly check-ins with Lab, Safety and IPP, Maintenance, and Operations leads continue
   d. Clean-up continues. Operator workstations are in use. Use of Excel calculators and process tools continues to expand

4. Reporting –
   a. Regulatory reports were sent out as scheduled

5. Business, Long Term Development
   a. BCR Dryer demonstration delayed until later January
6. Operations Data

a. Six month rolling report is included below:

<table>
<thead>
<tr>
<th>Equipment</th>
<th>Usage(ft³) December</th>
<th>Usage(ft³) November</th>
<th>Usage(ft³) October</th>
<th>Usage(ft³) September</th>
<th>Usage(ft³) August</th>
<th>Usage(ft³) July</th>
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<tr>
<td>Microturbines</td>
<td>1,312,000</td>
<td>0</td>
<td>2,146,000</td>
<td>0</td>
<td>0</td>
<td>0</td>
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<tr>
<td>Boilers</td>
<td>741,000</td>
<td>740,000</td>
<td>389,000</td>
<td>499,303</td>
<td>219,000</td>
<td>257,000</td>
</tr>
<tr>
<td>Waste Flare</td>
<td>0</td>
<td>34,000</td>
<td>229,000</td>
<td>1,080,915</td>
<td>1,041,589</td>
<td>978,862</td>
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<tr>
<td>Total Biogas Produced</td>
<td>2,053,000</td>
<td>774,000</td>
<td>1,828,000</td>
<td>3,726,218</td>
<td>1,260,589</td>
<td>1,235,862</td>
</tr>
</tbody>
</table>
Resolution for Ithaca Area Wastewater Treatment Facility (IAWWTF) – Phase 3 Boiler Replacement

WHEREAS, on June 8, 2022, the Special Joint Committee (SJC), recommended to its municipal boards the approval of emergency funding for the Phase 1 replacement of the non-functional IAWWTF cast iron boiler, for a cost, with contingencies, not to exceed, Six Hundred and Fifty Thousand Dollars ($650,000), and

WHEREAS, municipal partners approved funding for the boiler replacement project on: July 6, 2022 by the City of Ithaca; August 18, 2022 by the Town of Dryden; and August 8, 2022 by the Town of Ithaca, and

WHEREAS, the IAWWTF received a contractor’s price proposal dated June 6, 2022 through Gordian, the accounting firm for the ezIQC program, in the amount of $601,580.56, and

WHEREAS, a purchase order was issued to J.W. Danforth, the approved contractor through the ezIQC program, in the amount of $351,580.56 for mobilization, purchase of the new boiler to ensure that the order would arrive before winter, demolition, and disposal, and

WHEREAS, remaining allowances for the labor, incidental materials, piping modifications, and boiler installation was granted by the SJC on October 12, 2022 in the amount of Two Hundred and Fifty Thousand Dollars ($250,000), which has since been referred to as “Phase 2”, and

WHEREAS, J.W. Danforth has provided a Phase 2 cost proposal in an amount, not to exceed $223,180.16, and

WHEREAS, work will be authorized for Phase 2 leaving a fund balance, of $75,339.29, and

WHEREAS, during Phase 1 construction, Danforth has discovered many age, process, and quality issues with existing infrastructure, and

WHEREAS, a Phase 3 cost proposal in the amount of $289,306.97 has been provided by J.W. Danforth outlining this additional work, which includes, pump replacements, boiler exhaust flue modifications, enhancements to combustion air intakes, glycol feeder improvements, automated controls, bonding, and engineering services, and

WHEREAS, staff endorses the funding of Phase 3 improvements, in the interests of better plant operational efficiency, and longevity.

Now, therefore be it

RESOLVED, that the Special Joint Committee recommends its municipal boards expand the Boiler Replacement Project scope to include pump replacements, boiler exhaust flue modifications, enhancements to combustion air intakes, glycol feeder improvements, and automated controls, for a cost, with contingencies, not to exceed Two Hundred Fourteen Thousand Sixty Eight Dollars ($214,068), and be it further

RESOLVED, that funds necessary for said replacements, modifications and improvements be derived from the following sources as determined by the City Controller: amendment to capital project 423J, operating funds, Fund balance, serial bonds, capital reserves, grants and Federal stimulus funds.
MEMORANDUM
CITY OF ITHACA
DPW – WATER & SEWER DIVISION
510 FIRST STREET

DATE: 1/6/2023
TO: THE SPECIAL JOINT COMMITTEE
CC:
FROM: SCOTT GIBSON
RE: EMERGENCY BOILER REPORT – PUBLIC INTEREST ORDER PROPOSED PHASE 3
PRIORITY: HIGH

Please reference our July 18, 2022 memo highlighting the need for boiler replacement at the Ithaca Area Wastewater Treatment Facility. The Special Joint Committee approved a not to exceed amount of $650,000 (including contingencies) for the work which was subsequently divided into two phases out of necessity due to supply and demand issues. Phase 1 covered existing boiler demolition and materials in the amount of $351,580.56. This would ensure that the replacement boilers would arrive before winter. Phase 2 would cover up to $250,000 toward the remaining work including boiler and associated installation efforts. The quote for Phase 2 was provided by the contractor, J.W. Danforth, in the amount of $223,180.16, keeping the project within budget. (Please see “City of Ithaca – WWTF Boiler Replacement Phase 2 Installation (Detailed Scope of Work)” and “City of Ithaca – WWTF Boiler Replacement Phase 2 Installation (Price Proposal Detail)”)

During the demolition activities of Phase 1, the contractor identified several issues of concern that should coincide with Phase 2 construction activities. J.W. Danforth has packaged these needs under a Phase 3 proposal in the attached documents, “City of Ithaca – WWTF Boiler Replacement Phase 3 Infrastructure Upgrades (Detailed Scope of Work)”, “City of Ithaca – WWTF Boiler Replacement Phase 3 Infrastructure Upgrades (Price Proposal Summary)”, and “Non Pre-Priced Task”. Work that is recommended include end of life replacement of circulation pumps (Option #2), modification to the existing boiler exhaust flue due to code issues (Option #3), a retrofit intake to bring fresh air to the boilers as opposed to interior plant atmosphere to improve the lifespan of the new equipment (Option #4), an upgrade to the Glycol Feed System (Option #5), Instrumentation and Electrical Automation to improve boiler operational efficiency

1/6/2023
(Option #6) and, Bonding and Engineering Costs (Options #7 and #8). The proposed amount for Phase 3 is $289,306.97. As you also may recall, quoted amounts for this project are through the ezIQC program which establishes local, competitively-bid prices upfront, eliminating the need to bid each project separately. ezIQC is available to local governments in New York through the Town of Greece, which can be accessed through General Municipal Law 103(16).

In the interests of plant efficiency and longevity, it is the recommendation of staff to proceed with Phase 3. We are seeking a total contract increase of $214,068.00 as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Originally approved amount including contingencies</td>
<td>$650,000.00</td>
</tr>
<tr>
<td>Approved Cost for Phase 1</td>
<td>$351,580.56</td>
</tr>
<tr>
<td>Approved Cost for Phase 2</td>
<td>$223,180.16</td>
</tr>
<tr>
<td>Remaining Fund Balance</td>
<td>$75,239.28</td>
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<tr>
<td>Added cost for Phase 3</td>
<td>$289,306.97</td>
</tr>
<tr>
<td>Less amount from remaining fund balance</td>
<td>($75,239.28)</td>
</tr>
<tr>
<td><strong>Total requested amount for Phase 3</strong></td>
<td><strong>$214,068.00</strong></td>
</tr>
</tbody>
</table>
Resolution to recommend approval of the Plant to Plant Agreement and Multijurisdictional Pretreatment Agreement between the City of Ithaca, Town of Ithaca, Town of Dryden and Village of Cayuga Heights

WHEREAS, the Ithaca Area Wastewater Treatment Facility (IAWWTF), which is owned and operated by the IAWWTF Owners, treats municipal wastewater originating from the City and Town of Ithaca, as well as portions of the Town of Dryden, pursuant to a Joint Sewer Agreement dated December 31, 2003, as it may be amended; and

WHEREAS, the Village of Cayuga Heights Wastewater Treatment Plant (VCHWWTP), which is owned and operated by the Village of Cayuga Heights, treats municipal wastewater from the Village of Cayuga Heights as well as portions of the Towns of Ithaca, Dryden, Lansing, and the Village of Lansing under the terms of individual agreements with the Village of Cayuga Heights and their respective sewer use laws and ordinances; and

WHEREAS, the four municipalities believe that it is in their best interests to make full use of existing community assets before building new or expanding existing facilities, provided any proposed agreement makes allowance for future demands within those municipalities during the agreement period, and that the costs are distributed in accordance with the benefits received, including avoided costs; and

WHEREAS, because their mission is to serve the aforementioned municipalities, there is a history of cooperation between the owners of the two wastewater treatment plants focused on protecting the environment by cooperating in the treatment of sewage; and

WHEREAS, the municipalities’ Intermunicipal Wastewater Agreement dated December 31, 2003, endorses the concept of the Village of Cayuga Heights’ utilization of excess IAWWTF capacity to leverage the efficient treatment of waste without causing an environmental emergency and/or to comply with DEC point discharge regulations; and

WHEREAS, the IAWWTF Owners must implement and enforce a pretreatment program to control discharges from all IAWWTF industrial users pursuant to requirements set out in 40 CFR Part 403; and

WHEREAS, the Village of Cayuga Heights agrees to adopt a sewer use law that subjects the industrial users within its boundaries whose wastewater discharges are capable of flowing to the IAWWTF to the necessary pretreatment controls, and to implement and enforce that sewer use law,

Now, therefore be it

RESOLVED, that the SJC recommends its municipal boards approve the two agreements attached hereto: (A) Plant to Plant Agreement Between City of Ithaca, Town of Ithaca, Town of Dryden and Village of Cayuga Heights, and (B) Multijurisdictional Pretreatment Agreement Between City of Ithaca, Town of Ithaca, Town of Dryden and Village of Cayuga Heights, contingent on approval of both agreements by the City of Ithaca, Town of Ithaca, Town of Dryden and Village of Cayuga Heights; and be it further

RESOLVED, that the SJC recommends to its municipal boards that the effective date of the two agreements be August 15, 2021.
Plant to Plant Agreement
Between
City of Ithaca, Town of Ithaca, Town of Dryden
And
Village of Cayuga Heights

This Agreement is made the 15th day of August, 2021, between the CITY OF ITHACA, Tompkins County, New York, TOWN OF ITHACA, Tompkins County, New York, and TOWN OF DRYDEN, Tompkins County, New York (hereafter collectively referred to as “IAWWTF Owners”), and VILLAGE OF CAYUGA HEIGHTS, Tompkins County, New York.

WITNESSETH:

WHEREAS, the Ithaca Area Wastewater Treatment Facility (IAWWTF), which is owned and operated by the IAWTTF Owners, treats municipal wastewater originating from the City and Town of Ithaca, as well as portions of the Town of Dryden, pursuant to a Joint Sewer Agreement dated December 31, 2003, as it may be amended; and

WHEREAS, the Village of Cayuga Heights Wastewater Treatment Plant (VCHWWTP), which is owned and operated by the Village of Cayuga Heights, treats municipal wastewater from the Village of Cayuga Heights as well as portions of the Towns of Ithaca, Dryden, Lansing and the Village of Lansing under the terms of individual agreements with the Village of Cayuga Heights and their respective sewer use laws and ordinances; and

WHEREAS, the parties believe that it is in their best interests to make full use of existing community assets before building new or expanding existing facilities, provided any proposed agreement makes allowance for future demands within those municipalities during the agreement period, and that the costs are distributed in accordance with the benefits received, including avoided costs; and

WHEREAS, because their mission is to serve the aforementioned municipalities, there is a history of cooperation between the owners of the two wastewater treatment plants focused on protecting the environment by cooperating in the treatment of sewage; and

WHEREAS, the parties’ Intermunicipal Wastewater Agreement dated December 31, 2003, endorses the concept of the Village of Cayuga Heights’ utilization of excess IAWTTF capacity to leverage the efficient treatment of waste without causing an environmental emergency and/or to comply with DEC point discharge regulations; and

WHEREAS, the overarching history of past agreements and purpose of this agreement is to foster a cooperative framework among the owners of their respective waste water treatment plants and those who are served.
NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein contained, the parties agree as follows:

Section 1 –Historical Overview, Agreement Basis, and Assumptions

1.1 Exhibit A contains an Historical Overview, Basis for Diversions, and Engineering Assumptions, all of which provide historical background information and assumptions for VCHWWTP’s flow diversions to the IAWWTF prior to August 15, 2021 and provide some information about the basis for VCHWWTP’s flow diversions made on and after August 15, 2021. Updated background information and assumptions on which this Agreement is based are in the Exhibit B memo titled “Flow Diversion Pricing Methodology” dated August 2, 2021, and updated July 5, 2022. Should these assumptions prove to be wrong, the parties shall amend this Agreement so the IAWWTF Owners are fairly compensated for their actual costs.

Section 2 –Implementation of and Payment for Flow Transfers

2.1 The parties agree that on and after August 15, 2021, the Village of Cayuga Heights is permitted to make short-term flow diversions to the IAWWTF on both emergency and nonemergency bases through the Kline Road bypass (shown in Exhibit C) from the properties within the portion of the Village of Cayuga Heights shown on Exhibit D. The Village of Cayuga Heights shall operate the bypass to (a) divert to the IAWWTF flows from the Village of Cayuga Heights’ Kline Road interceptor that exceed 500,000 gallons/day, as well as b) temporarily fully divert to the IAWWTF flows from the Village of Cayuga Heights’ Kline Road interceptor. When possible, the Village of Cayuga Heights shall provide twenty-four (24) hour advance telephone and email notification to the IAWWTF’s Chief Operator prior to any flow diversions. The Village of Cayuga Heights shall follow up with written notice as provided in Section 6.1 of this Agreement. The bypass may not divert flows from any properties not shown on Exhibit D without an amendment to this agreement or a new agreement with the IAWWTF Owners that includes as parties all municipalities contributing to the diverted flows (the Village of Cayuga Heights and, as relevant, the Village of Lansing and/or the Town of Lansing).

Commented [LW1]: Need to clarify that advance notice is only for condition (b).

Commented [SBZ1]: Bill will ask Linda if condition a is true (Cynthia does not think so—she thinks flows >500K are sent to Sunset, not IAWWTF, except in particular situations, as a way to reduce VCH payments to IAWWTF. Few flows coming to IAWWTF via Kline (compared to former use of Kline bypass).

Notwithstanding the foregoing, if the IAWWTF notifies the Village of Cayuga Heights that diverted flows would result in the IAWWTF violating its SPDES permit, then during the period of time stated in the notice, the Village of Cayuga Heights will not divert flows above the volume or flow rate stated in the notice. The IAWWTF may close the bypass if the Village of Cayuga Heights fails to comply with the notice. The Village of Cayuga Heights hereby grants the IAWWTF and its representatives a non-exclusive license to enter the inlet valve vault on Kline Road for this purpose.

2.2 Pursuant to the terms of the IAWWTF Owners’ Joint Sewer Agreement, flows to the IAWWTF originating from the Village of Cayuga Heights, which lies wholly within the Town of Ithaca, are deemed to be Town of Ithaca flows. The Town of Ithaca’s own flows to the IAWWTF, plus the diverted flows via the Kline Road bypass, may not exceed the Town of Ithaca’s owned capacity in the IAWWTF.
2.3 The Village of Cayuga Heights will pay the IAWWTF for three sets of charges: for IAWWTF treatment of diverted flows, for IAWWTF carrying (capacity) costs, and for conveyance of the diverted flows to the IAWWTF. In addition, the Village of Cayuga Heights shall pay fees to the IAWWTF when the Kline Road flow monitoring station is inoperable or provides inaccurate readings over a continuous period of more than three (3) hours. The methodologies to calculate these charges and fees, along with frequency of billing and payment due dates, are set forth in Section 4 and Exhibit B.

2.4 The parties are concurrently entering into a new multijurisdictional pretreatment agreement. If in the future it is contemplated that flows in the Village of Cayuga Heights sewer system from (a) the Village of Lansing, (b) the Town of Lansing, and/or (c) properties in the Village of Cayuga Heights not shown on Exhibit D be diverted to the IAWWTF, the Village of Lansing and Town of Lansing must enter into multijurisdictional pretreatment agreements with the IAWWTF Owners and the Village of Cayuga Heights before flows from their respective jurisdictions can be diverted to the IAWWTF, and the Village of Cayuga Heights and the IAWWTF Owners must amend their multijurisdictional pretreatment agreement to apply to all Village of Cayuga Heights flows that can be diverted to the IAWWTF.

Section 3 – Treatment

3.1 The IAWWTF will properly treat and dispose of all transferred flows. The transferred flows must comply with the requirements of the sewer use laws and ordinances of the municipalities in which they originate and, if more stringent, the pretreatment laws adopted by the IAWWTF Owners. This is to insure that the flows do not cause pass through violations, interference with plant operations, sludge contamination, a threat to IAWWTF worker safety or nuisance odors. Verification testing required by permits or as needed by plant operations will be a cost of this Agreement. If such testing is performed by the IAWWTF on flows diverted from the Kline Road bypass, the costs will be billed to the Village of Cayuga Heights at cost and paid within forty-five (45) days of receipt of the bill or paid on such other terms as may be mutually agreed upon.

3.2 The IAWWTF Owners’ uniform pretreatment laws are attached as Exhibit E. A copy of the IAWWTF operating permit issued by NYSDEC is available upon request to the IAWWTF Chief Operator.

Section 4 – Monitoring Station and Measurement of Flows

4.1 Transferred flows shall be routed through the existing sewage flow monitoring station that the Village of Cayuga Heights paid for and installed at the Kline Road bypass. The Village of Cayuga Heights shall pay for and perform, or cause to be performed, installation of a battery backup system, monitoring station readings, inspections, maintenance, repairs and replacements of equivalent or better equipment for the Kline Road bypass monitoring station. The Village of Cayuga Heights shall provide to the IAWWTF on a monthly basis data from its consultant (LECTRE) specifying the...
quantities of diverted flows broken down by date at 5-minute intervals on a midnight-to-midnight basis. Such information may be transmitted by email or other means agreed on by the parties. In addition, the IAWWTF shall have live and continuous access to the LECTRE dashboard data from the Kline Road monitoring station and from the sewage flow monitoring stations immediately upstream and downstream of the Kline Road monitoring station. The Village of Cayuga Heights shall permit LECTRE to provide the IAWWTF with such dashboard data access.

4.2 The Village of Cayuga Heights shall inspect the Kline Road flow monitoring station after every rain event to determine if it is functioning properly. This will be accomplished remotely via the LECTRE dashboard unless it is unavailable or unless there is indication that an in-person inspection is warranted.

4.3 Whenever the Village of Cayuga Heights determines or learns from the IAWWTF that the Kline Road monitoring station is inoperable or providing inaccurate readings, the Village of Cayuga Heights shall, as soon as practicable, (a) provide telephone and email notice to the IAWWTF, and (b) repair or replace the monitoring station so that it functions properly. The IAWWTF will notify the VCHWWTP as soon as practicable whenever the IAWWTF determines or suspects that the monitoring station is inoperable or providing inaccurate readings. In an emergency situation when the IAWWTF cannot contact VCHWWTP personnel, the Village of Cayuga Heights hereby grants the IAWWTF and its representatives a non-exclusive license to enter the monitoring station vault on Kline Road for purposes of flow monitoring station access and inspections.

4.4 The IAWWTF will use LECTRE dashboard data to determine diverted flow volumes for the purpose of calculating charges to the Village of Cayuga Heights, except as follows.

   (a) When the Kline Road flow monitoring station is inoperable or provides inaccurate readings over a continuous period of three (3) hours or less (the “Outage Period”), the substitute reading for each missing reading shall be the average of the last reading prior to the Outage Period and the first reading after the Outage Period.

   (b) When the Kline Road flow monitoring station is inoperable or provides inaccurate readings over a continuous period of more than three (3) hours (a "Gap"), as reported to the parties by their consultant LECTRE, Inc. on a quarterly basis, or as shown by LECTRE dashboard data, the quarterly invoice from IAWWTF to the Village of Cayuga Heights will contain a charge for such Gaps that is derived from an analysis of the weather data obtained from the Game Farm Road readings at http://www.nrcc.cornell.edu/wxstation/ithaca/ithaca.html (or similar website) during the times of the Gaps. If the weather data shows that during the 24 hour period before a Gap starts, or at any time during a Gap, there is any precipitation, or the temperature measures at 33 degrees Fahrenheit or above if the Gap occurs during the months of January, February, March, November or December, then a flow through the Kline Road bypass will be assumed that equals the average gallons per minute that have flowed through the
Kline Road bypass during the quarterly period for which the invoice is prepared. That average gallons per minute shall be multiplied by the number of minutes in the Gap, and then multiplied by the Treatment Rate used for that quarterly invoice to compute the extra charge on such invoice for the Gaps identified as described above.

SUBSTITUTE READING METHODOLOGY TO BE DETERMINED

Section 5 – Agreement Modification

5.1 This Agreement constitutes the entire Agreement of the parties. It may be amended only by the written consent of all of the parties, with each party executing and acknowledging the document containing the amendment through its duly authorized representative.

Section 6 – Notification

6.1 Where notification is required by the terms of this Agreement, it shall be delivered by hand, overnight courier, or mail, during business hours, to the following addresses. Notices are deemed effective upon receipt.

For notice to the IAWWTF Owners:

Chair, Special Joint Committee
Ithaca Area Wastewater Treatment Plant
535 Third St.
Ithaca, NY 14850

With copies to:

Assistant Superintendent of Public Works
City of Ithaca Water & Sewer Division
510 First St.
Ithaca, NY 14850

Town Engineer
Town of Ithaca
215 N. Tioga St.
Ithaca, NY 14850

Town Engineer
Town of Dryden
65 E. Main St.
Dryden, NY 13053

For notice to the Village of Cayuga Heights:

Village Engineer
Section 7 – Length of Agreement

7.1 Unless terminated earlier pursuant to this Agreement, this Agreement shall continue in force until December 31, 2025. This Agreement shall automatically terminate if one or both of the following agreements terminate and are not substituted by new agreement(s): the Intermunicipal Wastewater Agreement dated December 31, 2003, or the 2023 Multijurisdictional Pretreatment Agreement between the Village of Cayuga Heights and the IAWWTF Owners. Upon the expiration of the original term, this Agreement may be renewed for additional terms of at least five (5) years each upon the written consent of all the parties. The parties shall review the Exhibit B memo titled “Flow Diversion Pricing Methodology” every five (5) years that this Agreement is in effect to verify the assumptions and projections on which this Agreement is based. The parties agree to use their best efforts to renegotiate the terms of this Agreement if actual experience varies significantly from the assumptions and projections in the Basis for Agreement.

Section 8 – Termination and Bypass Closure

8.1 The IAWWTF Owners or the Village of Cayuga Heights may terminate this Agreement with adequate prior notice. Notice from the IAWWTF Owners to the Village of Cayuga Heights must be provided four (4) years in advance to provide the Village of Cayuga Heights time to respond, design, and build alternate facilities. Notice from the Village of Cayuga Heights to the IAWWTF Owners must be provided one (1) year in advance. These periods are based on the assumption that no capital investments are needed at the IAWWTF to meet the terms of this Agreement. Other periods of notice will be acceptable if agreed to by all parties or as may be agreed to should a capital improvement be necessary or desirable.

8.2 However, nothing in this Agreement is intended to result in the IAWWTF violating the terms of its operating permit with NYSDEC. The IAWWTF Owners may withdraw, in whole or in part, from the terms of this Agreement if withdrawal is necessary to comply with the IAWWTF’s SPDES permit.

8.3 The IAWWTF Owners may send a notice to the Village of Cayuga Heights if the Village is not in compliance with any provision of this Agreement or the Multijurisdictional Pretreatment Agreement among the parties of even date. If the Village of Cayuga Heights fails to come into compliance within thirty-four-five (3045) days of the notice, the IAWWTF Owners may enter and close the Kline Road bypass or terminate this Agreement upon an additional thirty-four-five (3045) days’ notice.

Section 9 -- Dispute Resolution

Commented [MRB3]: Both of these 30 day period appear impractical. I suggest both are changed to 90 days.

Commented [SB4R3]: Changed to 45 days, per BG and CB
9.1 Disputes should initially be referred to the individuals responsible for the plant operations, which will be the Chief Operators of both plants and their immediate supervisors. If resolution cannot be reached by these four individuals, the matter shall be referred in writing to the two boards responsible for plant operations, currently the Village Trustees for VCHWWTP and the Special Joint Committee for the IAWWTF. Ultimately, the parties may seek whatever recourse is available under the law, but no sooner than ninety (90) days after the matter has been referred to the respective boards in writing.

Section 10 – General Items

10.1 Liability Requirements. For purposes of this paragraph, the IAWWTF Owners shall constitute one party, and the Village of Cayuga Heights shall constitute the other party. To the extent permitted by law, each party agrees to fully defend, indemnify and hold harmless the other party and its elected officials, public officers, employees, and agents (the “Indemnitees”) from and against all claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation reasonable attorney’s fees and costs), whether or not involving a third party claim, which any or all of them may incur, resulting from bodily injuries (or death) to any person, damage (including loss of use) to any property, other damages, or contamination of or adverse effects on the environment, caused by, resulting from or arising out of the acts or omissions of the indemnifying party, or of the indemnifying party’s elected officials, public officers, employees, and agents, in connection with this Agreement. This responsibility shall not be limited by reason of any insurance coverage the indemnifying party may provide. To the extent the Indemnitees are negligent, a party’s duty to indemnify the Indemnitees shall not extend to the proportion of loss attributable to the Indemnitees’ negligence. Negligence shall include, in addition to negligence founded upon tort, negligence based upon the party’s failure to meet applicable professional standards. Nothing in this section or in this Agreement shall create or give to third parties any claim or right of action against the parties beyond such as may legally exist irrespective of this section or this Agreement.

10.2 Governing Law: This Agreement shall be governed under the laws of the State of New York, without regard to, or the application of, New York State’s choice of law provisions. The parties further agree that the Supreme Court of the State of New York held in and for the County of Tompkins shall be the forum to resolve disputes arising out of either this Agreement or work performed according thereto. The parties waive all other venue or forum selections. The parties may agree between themselves on alternative forums.

10.3 Non-assignment Clause: No party may assign or transfer its rights and interests in this Agreement to another entity without the prior written consent of all of the other parties. Notwithstanding the foregoing, if one or more parties dissolve into, merge with, or wholly annex another party or parties, the party remaining after the dissolution, merger or annexation, or the new merged municipality, as the case may be, shall retain all of the
rights and interests in this Agreement that were held by the involved parties immediately prior to the dissolution, merger or annexation.

10.4 Each party represents and warrants that (a) this Agreement has been presented to its governing body; (b) its governing body has approved this Agreement by a majority vote of the full possible voting strength of that governing body; and (c) if required, all steps by way of public hearings and/or referendum or otherwise have been taken by the time of execution of this Agreement. Resolutions of each governing body approving this Agreement are attached to this Agreement as Exhibit F.

In Witness hereto, the parties have caused this Agreement to be executed by their duly authorized officers, effective on the day and year aforementioned.

[SIGNATURE PAGES FOLLOW]
CITY OF ITHACA

Dated: _________________________    By: __________________________
Laura Lewis, Mayor
City of Ithaca

STATE OF NEW YORK    )
COUNTY OF TOMPKINS    )
    : ss.

On the ___ day of __________, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared Laura Lewis, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same, and that by his/her signature on the instrument, the individual or the person(s) upon behalf of which the individual acted, executed the instrument.

__________________________
Notary Public
TOWN OF ITHACA

Dated: ______________________   By: ______________________________
Rod Howe, Supervisor
Town of Ithaca

STATE OF NEW YORK    )
COUNTY OF TOMPKINS )

On the ___ day of __________, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared Rod Howe, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same, and that by his/her signature on the instrument, the individual or the person(s) upon behalf of which the individual acted, executed the instrument.

______________
Notary Public
TOWN OF DRYDEN

Dated: __________________________ By: __________________________
Jason Leifer, Supervisor
Town of Dryden

Dated: __________________________ By: __________________________
Daniel Lamb, Councilperson
Town of Dryden

Dated: __________________________ By: __________________________
Loren Sparling, Councilperson
Town of Dryden

Dated: __________________________ By: __________________________
James Skaley, Councilperson
Town of Dryden

Dated: __________________________ By: __________________________
Leonardo Vargas-Mendez, Jr.,
Councilperson
Town of Dryden

STATE OF NEW YORK )
COUNTY OF TOMPKINS )

On the ___ day of __________, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared Jason Leifer, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the
same, and that by his/her signature on the instrument, the individual or the person(s) upon behalf of which the individual acted, executed the instrument.

__________________________
Notary Public

STATE OF NEW YORK )
COUNTY OF TOMPKINS )

: ss.

On the ___ day of __________, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared Daniel Lamb, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same, and that by his/her signature on the instrument, the individual or the person(s) upon behalf of which the individual acted, executed the instrument.

__________________________
Notary Public

STATE OF NEW YORK )
COUNTY OF TOMPKINS )

: ss.

On the ___ day of __________, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared Loren Sparling, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same, and that by his/her signature on the instrument, the individual or the person(s) upon behalf of which the individual acted, executed the instrument.

__________________________
Notary Public
STATE OF NEW YORK  )
COUNTY OF TOMPKINS  )

   On the ___ day of __________, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared James Skaley, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same, and that by his/her signature on the instrument, the individual or the person(s) upon behalf of which the individual acted, executed the instrument.

___________________________________
Notary Public

STATE OF NEW YORK  )
COUNTY OF TOMPKINS  )

   On the ___ day of __________, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared Leonardo Vargas-Mendez, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same, and that by his/her signature on the instrument, the individual or the person(s) upon behalf of which the individual acted, executed the instrument.

___________________________________
Notary Public
VILLAGE OF CAYUGA HEIGHTS

Dated: ________________________    By: ________________________________

Linda Woodard, Mayor
Village of Cayuga Heights

STATE OF NEW YORK    )
COUNTY OF TOMPKINS    )

On the ___ day of __________, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared Linda Woodard, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same, and that by his/her signature on the instrument, the individual or the person(s) upon behalf of which the individual acted, executed the instrument.

__________________________
Notary Public
EXHIBIT A

HISTORICAL OVERVIEW, BASIS FOR DIVERSIONS
& ENGINEERING ASSUMPTIONS

Overview and Method

The Village of Cayuga Heights was originally served by a downtown plant, so much of the Village, as well as portions of the northeast quadrant of the Town of Ithaca, can use gravity and topography to redirect wastewater flows to the current downtown (IAWWTF) plant. Demand exists now for new sewer service in areas of the Village and Town of Lansing, and the Town of Dryden, close to the Village of Cayuga Heights and the Ithaca-Tompkins Regional Airport. When this issue was studied in the early 2000s, additional demand also existed in northern portions of the Town of Lansing such as the Lansing School District complex and homes in the Ladoga Park area, whose individually owned facilities were considered for replacement with connections to municipal treatment facilities. The water quality in Cayuga Lake can be improved by connecting individual properties whose on-site treatment systems are built in areas of high water table or shallow bed rock.

In 2005, the VCHWT diverted existing wastewater flows from the VCHWWTP to the IAWWTF via the Kline Road bypass to free up capacity in the VCHWWTP. Flows diverted from areas south of the Village’s plant can reach the downtown plant by gravity. The parties intended that this load sharing approach make use of existing treatment capacity at the IAWWTF, relieve existing excess demand at the VCHWWTP, and allow adequate flexibility to meet projected demands over the next twenty (20) years while adjusting for real demands as they develop. While during this time frame most, if not all, of the municipalities approved a written plant to plant agreement for this permanent flow diversion, apparently it was never signed.

In 2021, the VCHWT determined that the VCHWWTP had the capacity to treat wastewater flows within the Kline Road catchment area of up to 500,000 gallons per day under normal operating conditions. The Village of Cayuga Heights proposed to stop the continuous diversions of flows to the IAWWTF that had been in place since the Kline Road bypass became operational. In order to operate within its treatment capacity, the Village of Cayuga Heights requested to divert wastewater flow rates exceeding 500,000 gallons per day to the IAWWTF based on the terms and conditions agreed to by the parties and to divert flows to the IAWWTF as necessary to remain within their treatment capacity.

Basis for Diversions

In the early 2000s, to explore the feasibility of continuous diversions of flows from the Village of Cayuga Heights to the IAWWTF, a series of meetings were held between engineers representing the six communities being served by the two plants. The then-current operation of the two plants, then-current flow contributions by the six
communities, and estimates for changes in flows were reviewed. Since then-current and anticipated future flows were still within the existing combined treatment capacity, a more detailed review was made of sub-area flows and topography to consider the feasibility of the proposed solution. The initial implementation appeared simple and the benefits to the VCHWWTP would be immediate.

As described above, in 2021 the Village of Cayuga Heights determined that the VCHWWTP had the capacity to treat all flows under normal operating conditions that otherwise would have gone through the Kline Road bypass, except flows exceeding 500,000 gallons/day. The Village of Cayuga Heights modified the bypass infrastructure to limit flows through the bypass in this way, effective August 15, 2021. The bypass infrastructure may also be (and has been) operated to temporarily fully divert to the IAWWTF flows from the Village of Cayuga Heights’ Kline Road interceptor. Exhibit B provides further details about flows through the bypass.

Engineering Assumptions

The municipalities looked at plant treatment capacity limitations and collection system wastewater flows in terms of volume and time, i.e. gallons per minute (gpm) or million gallons per day (MGD). The age of major portions of the collection system, the makeup of local municipal wastewater (due to the largely residential, professional, and high technology makeup of the communities), and the configuration of both plants made this approach to capacity reasonable. Peaking factors (peak flow/average flow) appeared to be comparable for the plants and the portions of the collection systems for which data was available. Should other wastewater properties that limit a plant’s permitted capacity come into play, e.g. biological treatment, chemical treatment, or solids handling, the parties agree to use their best efforts to amend this Agreement.

The preliminary review of plant operations at the IAWWTF did not uncover any disproportionate impacts or costs that would be triggered by receiving the diverted flows. No ratchet effect or sudden increase was anticipated in chemical, electrical, or staffing demands at the plant. This was due to the relative size of the two plants (13.1 MGD and 2.0 MGD) and the actual size of the anticipated flow transfers. Should these items develop at a later date, the parties agree to amend this Agreement.
EXHIBIT B
FLOW DIVERSION PRICING METHODOLOGY

Date: 02 August 2021, updated 05 July 2022, with assumptions based on data collected in NetDMRs and the 2021 and 2022 IAWWTF Budget.

The Parties agree to enable the Village of Cayuga Heights Wastewater Treatment Plant (VCH plant) to temporarily divert flows to the Ithaca Area Wastewater Treatment Facility (IAWWTF) by installing a weir at the Kline Road intercept whereby -either a) flow rates above 500,000 gpd are directed to the IAWWTF for wastewater treatment (peak flow shaving), or b) flows are fully diverted to IAWWTF for brief periods of time (full diversion). Prior to the installation of the weir, all flows from the catchment area were treated by the IAWWTF.

The IAWWTF will see a higher cost per customer as staffing and treatment costs remain fixed while from losing the customer base of the Old Village the portion of the Village of Cayuga Heights which had previously been included in Town of Ithaca flows. The VCH plant will see a larger customer base and higher annual flow as a result of reclaiming these customers and modifying the Kline Road intercept.

The flows of the Old Village from the portion of the Village of Cayuga Heights served by the Kline Road bypass as shown on Exhibit D will be diverted to IAWWTF during periods of peak flow shaving or full diversion as described above, and the IAWWTF will need to maintain capacity to handle these Kline Road diverted flows. The additional annual cost will be charged to the VCH plant to fund IAWWTF’s maintenance of Kline Road diverted flow capacity, in addition to premium treatment rates charged to VCHWWTP to treat flows monitored and received during flow events, which will serve as an incentive to reduce infiltration and inflow in the Old Village portion of the Village of Cayuga Heights served by the Kline Road bypass.

The Parties recognize that pricing should incorporate allocating costs in accordance with benefits received, as well as costs avoided by VCH by not having to increase the capacity of its plant. The Parties also recognize the mutual benefits of cooperation among the only two (2) wastewater treatment facilities at the southern end of Cayuga Lake which according to the U.S. EPA is currently a threatened body of water.

The Village of Cayuga Heights will pay three sets of charges: for IAWWTF treatment of diverted flows, for IAWWTF carrying (capacity) costs, and for conveyance of the diverted flows to the IAWWTF. The Village of Cayuga Heights will also pay fees.

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1 Item 8 of the 2003 Intermunicipal Wastewater Agreement states: “Each Treatment Facility will set its own O&M rate for each of the Parties it serves. The O&M rates shall include an economic incentive to reduce inflow and infiltration. The Treatment Facilities will adjust the O&M rates periodically to account for collection system improvements made by one or more Parties that reduce infiltration and inflow.”
provided in Section 4.4(b), when the Kline Road flow monitoring station is inoperable or provides inaccurate readings over a continuous period of more than three (3) hours.

See Section 4 of the Agreement for diverted flow measurement provisions, including Section 4.4 (methodologies to calculate diverted flow volumes when the flow monitoring station is inoperable or providing inaccurate readings).

**Charges for IAWWTF treatment of diverted flows**

*Treatment costs = diverted flow volume x Premium Treatment Rate*

Treatment costs for 2021 and 2022 are due within forty five (45) days of the Village of Cayuga Heights’ receipt of an invoice for same after full execution of this Agreement. The invoice shall outline all charges and associated gallons treated. All other treatment costs will be billed on a quarterly basis and are due within forty five (45) days of invoice receipt.

The Premium Treatment Rate for each calendar year is calculated by dividing the then-current year IAWWTF budget by the rolling five (5) year average of gallons of wastewater treated (based on actual data collected the previous five years from July to June). The resulting quotient is then multiplied by 1,000 to determine the cost to treat 1,000 gallons of wastewater. The resulting product is then multiplied by three (3). That product is the Premium Treatment Rate.

\[
\text{annual budget} \times \frac{1,000}{5 \text{ year avg of wastewater treated (gal)}} \times 3 = \text{Premium Treatment Rate}
\]

**Charges for IAWWTF Carrying Costs**

IAWWTF Carrying Costs for each calendar year are calculated by determining the percentage of IAWWTF capacity that had to be reserved for diverted flows (divide the highest flow diverted over a midnight-to-midnight 24 hour period by 13.1 MGD, which is the IAWWTF’s design capacity). Multiply that percentage by the then-current IAWWTF calendar year budget. Multiply that product by 5% (the 5% is an assumed carrying cost/year for the IAWWTF Owners).

\[
\left( \frac{\text{highest diverted flow (gal)}}{13,100,000} \right) \times \text{annual budget} \times 0.05 = \text{annual carrying cost}
\]

Carrying Costs for 2021 and 2022 are due within forty five (45) days of the Village of Cayuga Heights’ receipt of an invoice for same after full execution of this Agreement. All other Carrying Costs will be billed on an annual basis and are due within forty five (45) days of invoice receipt.

**Annual Fee charge for conveyance (transmission) of diverted flows to the IAWWTF**
The parties have agreed that the Annual Fee covering conveyance (aka transmission) of Village of Cayuga Heights wastewater to the IAWWTF is fixed at Ten Thousand Five Hundred Dollars and No Cents ($10,550.00) per calendar year. This amount will be billed on an annual basis and is due within forty five (45) days of invoice receipt. The 2021 and 2022 Annual Fees are due within forty five (45) days of the Village of Cayuga Heights’ receipt of an invoice for same after full execution of this Agreement.

Fees for Inoperable/Inaccurately Recording Flow Meter

When the Kline Road flow monitoring station is inoperable or provides inaccurate readings over a continuous period of three (3) hours or less, the diverted flow for that period shall be calculated, recorded and charged as set forth in Section 4.4(a).

When the Kline Road flow monitoring station is inoperable or provides inaccurate readings over a continuous period of more than three (3) hours and flow diversions occur (or are reasonably expected to be occurring during periods when the Kline Road bypass is open), the diverted flow for that period shall be calculated, recorded and charged as set forth in Section 4.4(b).

TO BE DETERMINED

Commented [LW13]: And invoice receipt.

Commented [LW14]: For up to 3 hours linear interpolation will be used.
The following worksheets show the basis for 2021 and 2022 charges.

[insert 2021 & 2022 Worksheets here]
EXHIBIT C

KLINE ROAD BYPASS DRAWING

Commented [SB15]: Cynthia to ask Scott Gibson to provide—map he showed us a while ago was not accurate in some way and he was going to update it
EXHIBIT -D

MAP OF VILLAGE OF CAYUGA HEIGHTS PARCELS FROM WHICH FLOWS MAY BE DIVERTED TO THE IAWWTF VIA KLINE ROAD BYPASS
EXHIBIT E
UNIFORM PRETREATMENT LAWS FOR IAWWTF
EXHIBIT F
GOVERNING BODY RESOLUTIONS
(to be added)
### Calculation Worksheet for 2021 Treatment Rate

1. Wastewater Treated (Annual - Based on 5 yr ave)* | 2,262,144,200 gallons = 6.198 MGD
2. 2021 Budget | $3,225,999
3. Cost to treat 1,000 gallons | $1,426.1 = (budget/wastewater treated) times 1,000
4. Treatment Rate charged to VCH | $4.2782 = cost to treat 1,000 gallons times 3

* amounts based on NetDMRs July-June

Kline Flows 8/15/2021-12/31/2021 | 2,805,984
Treatment charges | $12,004.67

### Calculation Worksheet for 2021 Carrying Costs

5. Reserve Capacity ** | 697,299,607.5 gallons = 0.6973 MGD
6. % of plant capacity needed in reserve to serve VCH | 5.3229% = reserve capacity/13.1 MGD plant capacity
7. 2021 Budget | $3,225,999
8. 2021 Budget x % of reserve capacity needed | $171,716.63 = budget x % of plant capacity needed in reserve
9. Plant Financing Costs | 5.00%
10. Annual Carrying Costs | $8,585.83 = cost to maintain reserve capacity to treat VCH flows
11. Carrying Cost per day | $23.52
12. Pro-rated Carrying Costs for 139 days | $3,269.67

** 2021 reserve capacity based on 2021 peak flow event, occurring on Oct 26, 2021 delivered over a midnight to midnight 24-hour period. Each year reserve capacity to be based on the peak flow event of that calendar year.

The initial partial year consisted of 139 days from August 15, to December 31, 2021. The maximum peak flow diversion to IAWWTF during this initial partial year was 697,300 gallons. This was 5.3229% of capacity that had to be reserved (697,300 / 13,100,000 = 5.3229%). In 2021, the IAWWTF Budget was $3,225,999.00, and 5.3229% of that was $171,716.63. Multiply this by the IAWWTF Owners’ assumed carrying cost of 5% per year, which results in $8,585.83 or $23.52/day. This yields a prorated Carrying Cost for 2021 of Three Thousand Two Hundred Sixty-Nine Dollars and Sixty-Seven Cents ($3,269.67).

### Annual Fee

13. Annual Fee *** | $10,550.000 = $28.9041 per day
14. Pro-rated Annual Fee for 139 days | $4,017.67

***Annual Fee agreed upon by the parties

For the initial partial year consisting of 139 days from August 15, 2021 to December 31, 2021, the 2021 Annual Fee for conveyance costs is prorated to Four Thousand Sixty-Nine Dollars and Sixty-Seven Cents ($4,017.67).

**Note:**
- **Total gallons of sewage received:**
  - 2015-2016: 2,146,623,000
  - 2016-2017: 2,247,852,000
  - 2017-2018: 2,217,890,000
  - 2018-2019: 2,467,820,000
  - 2019-2020: 2,230,536,000

**2021 5-year average of gallons of sewage received:** 2,262,144,200
1. Wastewater Treated (Annual - Based on 5 yr ave)* 2,228,320,400 gallons = 6.10 MGD
2. 2022 Budget $ 3,251,769
3. Cost to treat 1,000 gallons $ 1.459 = (budget/5 yr ave wastewater treated) times 1,000
4. Treatment Rate charged to VCH $ 4.378 = cost to treat 1,000 gallons times 3
   * amounts based on NetDMRs

   ** Kline Flows 1/1/2022 - 12/31/2022 10,683,233
   Treatment charges $ 46,769.85

Calculation Worksheet for 2022 Treatment Rate

<table>
<thead>
<tr>
<th>Calculation Worksheet for 2022 Treatment Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Wastewater Treated (Annual - Based on 5 yr ave)*</td>
</tr>
<tr>
<td>2. 2022 Budget</td>
</tr>
<tr>
<td>3. Cost to treat 1,000 gallons</td>
</tr>
<tr>
<td>4. Treatment Rate charged to VCH</td>
</tr>
</tbody>
</table>

Calculation Worksheet for 2022 Carrying Costs

<table>
<thead>
<tr>
<th>Calculation Worksheet for 2022 Carrying Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>5. Reserve Capacity ** 396,609.1786 gallons = 396.609 MGD</td>
</tr>
<tr>
<td>6. % of plant capacity needed in reserve to serve VCH 3.0276% = reserve capacity/13.1 MGD plant capacity</td>
</tr>
<tr>
<td>7. 2022 Budget</td>
</tr>
<tr>
<td>8. 2022 Budget x % of reserve capacity needed</td>
</tr>
<tr>
<td>9. Plant Financing Costs</td>
</tr>
<tr>
<td>10. Annual Carrying Costs</td>
</tr>
</tbody>
</table>

** 2022 reserve capacity based on 2022 peak flow event of (xxx) gallons per day. Each year reserve capacity to be based on the peak flow event during that calendar year. As of 1 Sept 2022, the peak flow was March 7, 2022

Annual Fee

<table>
<thead>
<tr>
<th>Annual Fee ***</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 10,550.000</td>
</tr>
</tbody>
</table>

***Annual Fee agreed upon by the parties

total gallons of sewage received* 2,247,852,000 2016-2017
2,217,890,000 2017-2018
2,467,820,000 2018-2019
2,230,536,000 2019-2020
1,977,504,000 2020-2021

2022 5-year average of gallons of sewage received = 2,228,320,400
MULTIJURISDICTIONAL PRETREATMENT AGREEMENT
BETWEEN
CITY OF ITHACA, TOWN OF ITHACA, TOWN OF DRYDEN AND VILLAGE OF CAYUGA HEIGHTS

This Agreement is entered into this day of ______________, 2022, between the City of Ithaca, Tompkins County, New York, Town of Ithaca, Tompkins County, New York, Town of Dryden, Tompkins County, New York, and Village of Cayuga Heights, Tompkins County, New York (hereinafter jointly referred to as the "Parties").

RECITALS

1. The City of Ithaca, Town of Ithaca and Town of Dryden (hereinafter jointly referred to as the “IAWWTF Owners”) jointly own and operate the Ithaca Area Wastewater Treatment Facility ("IAWWTF").

2. Pursuant to a separate agreement with the IAWWTF Owners, the Village of Cayuga Heights will utilize the IAWWTF to treat some of the wastewater originating in the “Old Village” area of the Village of Cayuga Heights.

3. Facilities located in or that may locate in the “Old Village” area of the Village of Cayuga Heights may contribute wastewater that includes industrial waste to the municipal sewer system, and at times that wastewater will flow to the IAWWTF. Facilities contributing industrial wastewater are hereinafter referred to as industrial users.

4. The IAWWTF Owners must implement and enforce a pretreatment program to control discharges from all IAWWTF industrial users pursuant to requirements set out in 40 CFR Part 403. In this Agreement, the Village of Cayuga Heights agrees to adopt a sewer use law that subjects the industrial users within its boundaries whose wastewater discharges are capable of flowing to the IAWWTF to the necessary pretreatment controls, and to implement and enforce that sewer use law.

AGREEMENT

1.A. The Village of Cayuga Heights will adopt and diligently enforce a sewer use law applicable to IAWWTF users within its boundaries whose wastewater discharges are capable of flowing to the IAWWTF, with pretreatment provisions that are no less stringent than and are as broad in scope as the uniform pretreatment sewer use laws of the IAWWTF Owners (City of Ithaca Code Chapter 264; Town of Ithaca Code Chapter 216; Town of Dryden Code Chapters 222 and 257. The Village of Cayuga Heights will forward to the IAWWTF Owners for review a draft of the its proposed sewer use law applicable to IAWWTF users within sixty (60) days of the effective date of this Agreement. The Village of Cayuga Heights will adopt its revised sewer use law within sixty (60) days of receiving approval from the IAWWTF Owners of its content.

B. Whenever the IAWWTF Owners revise their pretreatment sewer use laws, they will forward a copy of the revisions to the Village of Cayuga Heights. The Village of Cayuga Heights will adopt revisions to its sewer use law applicable to IAWWTF users that are at least as stringent as those adopted by the IAWWTF Owners.
Owners. The Village of Cayuga Heights will forward to the IAWWTF Owners for review its proposed revisions within sixty (60) days of receipt of the IAWWTF Owners’ revisions. The Village of Cayuga Heights will adopt its revisions within sixty (60) days of receiving approval from the IAWWTF Owners of its content.

C. Within sixty (60) days of the effective date of this Agreement, the Village of Cayuga Heights will adopt and diligently enforce pollutant specific local limits applicable to IAWWTF users within its boundaries that address at least the same pollutant parameters and are at least as stringent as the local limits enacted by the IAWWTF Owners. If the IAWWTF Owners make any revisions or additions to the IAWWTF’s local limits, they will forward to the Village of Cayuga Heights a copy of such revisions or additions within sixty (60) days of enactment thereof. The Village of Cayuga Heights will adopt any such revisions or additions within sixty (60) days of receipt thereof.

2.A. The Village of Cayuga Heights will take all actions necessary to ensure that industrial users within its boundaries that discharge to the IAWWTF are subject to an approved pretreatment program to the extent required by 40 CFR 403.8, including the performance of all technical and administrative duties necessary to implement and enforce its sewer use law against IAWWTF industrial users located in its jurisdiction. The Village of Cayuga Heights will: (1) update the industrial waste survey; (2) issue permits to all industrial users of the IAWWTF required to obtain a permit; (3) conduct inspections, sampling, and analysis; (4) perform enforcement activities; and (5) perform any other technical or administrative duties the Parties deem appropriate. In addition, the Village of Cayuga Heights will take emergency action to stop or prevent any discharge which presents or may present an imminent danger to the health or welfare of humans, which reasonably appears to threaten the environment, or which threatens to cause interference, pass through, or sludge contamination.

B. The Village of Cayuga Heights will maintain current information on IAWWTF industrial users located in its jurisdiction. The Village of Cayuga Heights will update the industrial waste survey by January 1 of each year for IAWWTF industrial users located in its jurisdiction. The Village of Cayuga Heights will forward a copy of this survey to the IAWWTF’s Chief Operator within five (5) days of its completion.

C. Whenever a new IAWWTF industrial user proposes to begin operations in the Village of Cayuga Heights, or any time an existing IAWWTF industrial user proposes to increase its discharge by at least twenty percent (20%) or 5,000 gallons per day, whichever is greater, or proposes to change its discharge, or any time it is requested by the IAWWTF Owners, the Village of Cayuga Heights will require that such industrial user respond to an industrial user questionnaire supplied by the IAWWTF. Such response shall be due prior to any proposed implementation and (where applicable) permit issuance by the Village of Cayuga Heights’ Chief Operator, or, if the IAWWTF Owners request the questionnaire, within fifteen (15) days of the IAWWTF Owners’ request. The Village of Cayuga Heights will forward a copy of the completed questionnaire immediately upon receipt to the IAWWTF’s Chief Operator for review.

D. The Village of Cayuga Heights will provide the IAWWTF Owners or their designees access to all records or documents relevant to the pretreatment program for any IAWWTF industrial user located in the Village of Cayuga Heights.

E. The Village of Cayuga Heights will inspect and sample all IAWWTF industrial users located in its jurisdiction each year. The Village of Cayuga Heights will
submit advance written notice of scheduled inspections to the IAWWTF’s Chief Operator sufficient to provide the opportunity for IAWWTF personnel to attend all inspections. If an inspection is in response to an emergency situation and such notice is not possible, the Village of Cayuga Heights will make every effort to informally notify the IAWWTF of the impending inspection so IAWWTF personnel may attend. The Village of Cayuga Heights will forward copies of all inspection reports to the IAWWTF’s Chief Operator within fourteen (14) days of the inspection. The Village of Cayuga Heights will submit to the IAWWTF its procedures for sampling and analyses, including all procedures in place for quality assurance and quality control. All procedures will conform to those set out in 40 CFR Part 136, except as otherwise required by the U.S. Environmental Protection Agency.

F. The IAWWTF may, with notice to the Village of Cayuga Heights, conduct inspections and sampling at any IAWWTF industrial user's facility located within the Village of Cayuga Heights, as it deems necessary.

G. The Village of Cayuga Heights will issue permits to all IAWWTF industrial users required to be permitted under its sewer use law located in its jurisdiction. Permits must be issued prior to any discharge that is capable of flowing to the IAWWTF. Permits for IAWWTF industrial users must contain, at a minimum, appropriate effluent limitations, monitoring and reporting requirements, a statement of duration, a statement of nontransferability, a statement of applicable civil and criminal penalties, and any other conditions requested to be included in the permit by the IAWWTF. After the Village of Cayuga Heights drafts a permit, it will forward a copy thereof to the IAWWTF’s Chief Operator for review and comment at least sixty (60) days prior to the expected date of issuance. Within forty-five (45) days of receipt of the proposed permit, the IAWWTF will either approve the permit or request the Village of Cayuga Heights to make additions, deletions, or changes. No permit will be issued if the IAWWTF objects.

H. The Village of Cayuga Heights will submit a monthly report to the IAWWTF’s Chief Operator on the compliance status of each IAWWTF significant industrial user located within its jurisdiction and any enforcement response taken or anticipated. Such report will include the time frames for initial enforcement actions, as well as any subsequent enforcement actions.

I. The Village of Cayuga Heights will enforce the provisions of its sewer use law and permits applicable to IAWWTF users. In the event the Village of Cayuga Heights fails to take adequate enforcement action against noncompliant IAWWTF users in the Village of Cayuga Heights on a timely basis, the IAWWTF Owners or their designees will take such action on behalf of and as agent for the Village of Cayuga Heights.

3. The IAWWTF Owners or their designees may take emergency action, whenever they deem necessary, to stop or prevent any discharge to the IAWWTF which presents, or may present, an imminent danger to the health or welfare of humans, which reasonably appears to threaten the environment, or which threatens to cause interference, pass through, or sludge contamination. The IAWWTF Owners will provide informal notice to the industrial user and the Village of Cayuga Heights of their intent to take emergency action prior to taking action. The opportunity to respond, however, may be limited to a hearing after the emergency powers of the IAWWTF Owners have been exercised.

4. The Village of Cayuga Heights shall not allow an industrial user located outside the jurisdictional boundaries of the Village of Cayuga Heights to discharge into the
IAWWTF via the Village of Cayuga Heights’ sewer system. The foregoing shall not apply to any users located in the Town of Ithaca or Town of Dryden that discharge into the IAWWTF via the Village of Cayuga Heights sewer system, because these Towns are co-owners and operators of the IAWWTF and already have sewer use laws in place that regulate IAWWTF users within their jurisdictions.

5. The Village of Cayuga Heights will indemnify the IAWWTF Owners for all damages, fines, and costs either incurred as a result of industrial waste discharged to the IAWWTF from users located within the Village of Cayuga Heights, or from the failure of the Village of Cayuga Heights to comply with this Agreement.

6.A. If any term of this Agreement is held to be invalid in any judicial action, the remaining terms of this Agreement will be unaffected.

B. The Parties will review and revise this Agreement to ensure compliance with the Federal Clean Water Act (42 U.S.C. §1251 et seq.) and the rules and regulations (see 40 CFR Part 403) issued thereunder, as necessary, but in any event such review and necessary revisions shall occur at least every three (3) years on a date to be determined by the Parties.

C. The IAWWTF Owners may terminate this Agreement by providing one (1) year’s written notice to the Village of Cayuga Heights. All benefits and obligations under this Agreement will cease one (1) year from receipt of such notice. If notice of termination is given pursuant to this paragraph, the Parties will substitute a new agreement to replace this Agreement, unless one or more of the agreements listed in Paragraph 7 below permitting the Village of Cayuga Heights to send wastewater to the IAWWTF are also terminated.

7. This Agreement shall become effective on the date it is fully executed. Unless terminated sooner as provided in this paragraph or in Paragraph 6.C above, the term of this Agreement shall end on December 31, 2025. The Parties may agree in writing to renew this Agreement for additional terms. A Party that does not intend to renew shall so notify the other Parties at least one (1) year before the end of the then-current term. Notwithstanding the foregoing, this Agreement shall automatically terminate if one or both of the following agreements terminate and are not substituted by new agreement(s): the Intermunicipal Wastewater Agreement dated December 31, 2003, or the 2022 plant to plant agreement between the Village of Cayuga Heights and the IAWWTF Owners.

8. This Agreement constitutes the entire Agreement of the Parties. It may be amended only by the written consent of each of the Parties, with each Party executing and acknowledging the document containing the amendment through its duly authorized representative.

9. This Agreement shall be governed by the laws of the State of New York.

10. Each Party represents and warrants that (a) this Agreement has been presented to its governing body; (b) its governing body has approved this Agreement by a majority vote of the full possible voting strength of that governing body; and (c) if required, all steps by way of public hearings and/or referendum or otherwise have been taken by the time of execution of this Agreement. Resolutions of each governing body approving this Agreement are attached to this Agreement as Exhibit A.

11. No Party may assign or transfer its rights and interests in this Agreement to another entity without the prior written consent of all of the other Parties.
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers and sealed with their corporate seals on the day(s) and year set forth below.
CITY OF ITHACA

Dated: _________________________  By: _____________________________
Laura Lewis, Acting Mayor
City of Ithaca

STATE OF NEW YORK)
COUNTY OF TOMPKINS)  ss.:

On the ___ day of _____________ in the year 2022 before me, the undersigned, a Notary Public in and for said State, personally appeared Laura Lewis, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

____________________________
Notary Public
TOWN OF ITHACA

Dated: ________________________  By: _____________________________

Rod Howe, Supervisor
Town of Ithaca

STATE OF NEW YORK)
COUNTY OF TOMPKINS) ss.:

On the ___ day of _____________ in the year 2022 before me, the undersigned, a Notary Public in and for said State, personally appeared Rod Howe, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

___________________________________
Notary Public
TOWN OF DRYDEN

Dated: ________________________  By: ______________________________
      Jason Leifer, Supervisor
      Town of Dryden

Dated: ________________________  By: ______________________________
      Dan Lamb, Councilperson
      Town of Dryden

Dated: ________________________  By: ______________________________
      Jim Skaley, Councilperson
      Town of Dryden

Dated: ________________________  By: ______________________________
      Loren Sparling, Councilperson
      Town of Dryden

Dated: ________________________  By: ______________________________
      Leonardo Vargas-Mendez, Jr.,
      Councilperson
      Town of Dryden

STATE OF NEW YORK)
COUNTY OF TOMPKINS)  ss.:

On the ___ day of _____________ in the year 2022 before me, the undersigned, a Notary Public in and for said State, personally appeared Jason Leifer, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the individuals, or the person upon behalf of which the individuals acted, executed the instrument.

________________________________
Notary Public
STATE OF NEW YORK)  
COUNTY OF TOMPKINS)    ss.:  

On the ___ day of _____________ in the year 2022 before me, the undersigned, a Notary Public in and for said State, personally appeared Dan Lamb, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the individuals, or the person upon behalf of which the individuals acted, executed the instrument.

_____________________________
Notary Public

STATE OF NEW YORK)  
COUNTY OF TOMPKINS)    ss.:  

On the ___ day of _____________ in the year 2022 before me, the undersigned, a Notary Public in and for said State, personally appeared Jim Skaley, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the individuals, or the person upon behalf of which the individuals acted, executed the instrument.

_____________________________
Notary Public

STATE OF NEW YORK)  
COUNTY OF TOMPKINS)    ss.:  

On the ___ day of _____________ in the year 2022 before me, the undersigned, a Notary Public in and for said State, personally appeared Loren Sparling, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the individuals, or the person upon behalf of which the individuals acted, executed the instrument.

_____________________________
Notary Public

STATE OF NEW YORK)  
COUNTY OF TOMPKINS)    ss.:  

On the ___ day of _____________ in the year 2022 before me, the undersigned, a Notary Public in and for said State, personally appeared Leonardo Vargas-Mendez, personally known to
me or proved to me on the basis of satisfactory evidence to be the individuals whose names are
subscribed to the within instrument and acknowledged to me that they executed the same in their
capacity, and that by their signature on the instrument, the individuals, or the person upon behalf
of which the individuals acted, executed the instrument.

________________________________________
Notary Public
STATE OF NEW YORK)  
COUNTY OF TOMPKINS)  ss.:

On the ___ day of __________ in the year 2022 before me, the undersigned, a Notary Public in and for said State, personally appeared Linda Woodard, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

______________________________
Notary Public
EXHIBIT A
GOVERNING BODY RESOLUTIONS
[to be attached]
Resolution to Recommend Approval of Engagement Letter for Legal Services

WHEREAS, Susan H. Brock is the attorney retained by the City of Ithaca, Town of Ithaca and Town of Dryden to provide contractual legal services to the Ithaca Area Wastewater Treatment Facility (IAWWTF), and

WHEREAS, An Engagement Letter for Legal Services dated January 3, 2023 was received indicating that as of January 1, 2023, Ms. Brock’s hourly rate for legal services would be $270.00, and the Engagement Letter provided detailed information on other rate increases including but not limited to any paralegal time, travel, services, disbursements, fees, and office expenses, and

WHEREAS, The Municipal Partners retain the right to terminate Ms. Brock’s representation at any time with or without cause with reasonable notice, now therefore be it

RESOLVED, That the Special Joint Committee of the IAWWTF (SJC) finds the rate increases and terms outlined in the letter of January 3, 2023 reasonable and acceptable, and be it further

RESOLVED, That the SJC recommends the Municipal Partners adopt and approve the January 3, 2023 Engagement Letter for Legal Services provided by Susan H. Brock.
January 3, 2023

Supervisor Rod Howe  
Town of Ithaca  
215 N. Tioga St.  
Ithaca, NY 14850

Supervisor Jason Leifer  
Town of Dryden  
93 E. Main St.  
Dryden, NY 13053

Mayor Laura Lewis  
City of Ithaca  
108 E. Green St.  
Ithaca, NY 14850

Re: Engagement Letter for Legal Services

Dear Supervisor Howe, Supervisor Leifer and Mayor Lewis:

This will confirm the terms on which the Town of Ithaca, City of Ithaca, and Town of Dryden are retaining me to provide legal services as the attorney for the Ithaca Area Wastewater Treatment Facility.

Beginning January 1, 2023, my hourly rate for these services will be $270.00. This is my first rate increase for IAWWTF work since 2020 and it is my 2023 municipal rate.

Any paralegal time will be billed at $150/hour. All time, including but not limited to meetings, telephone calls, document drafting, court and administrative appearances, research, and out-of-county travel will be billed on an hourly basis, to the nearest one-tenth of an hour. In addition to time charges, I will bill for my actual disbursements, including but not limited to photocopying in bulk, any out-of-town travel expenses, any court filing fees, and other miscellaneous out-of-pocket expenses.

I will submit monthly bills showing a detailed description of services and a breakdown by day as to how much time was spent on IAWWTF matters. The bills will also show an itemization of disbursements for which the IAWWTF is being charged. Upon the IAWWTF’s request, I will provide separate bills for specific matters.

In the event that a dispute arises between us relating to my fees, the IAWWTF/municipal owners shall have the right to arbitration of the dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts, a copy of which will be provided to you upon request.

The municipal owners may terminate my representation at any time with or without cause by notifying me in writing of their desire to do so. Upon receipt of the notice to terminate representation, I
will cease immediately all IAWWTF legal work. The IAWWTF/municipal owners will be responsible for paying all legal fees and expenses incurred until written notice of termination is received by me.

At the conclusion of my representation of the IAWWTF, I will work with the Special Joint Committee Chair to determine which files to transfer to the IAWWTF’s/municipal owners’ possession. I will then retain any of their legal files still remaining in my possession for a minimum period of six years. I reserve the right to charge administrative fees and costs associated with retrieving, copying and delivering such files.

If the foregoing accurately describes our agreement, each of you will need to sign this letter after your respective governing body approves it. Once that has occurred, please return a copy to me. This letter may be signed in separate counterparts, any one of which need not contain the signature of more than one party, but all of which taken together will constitute one and the same agreement.

Please do not hesitate to discuss with me any questions you may have about this letter or any future bills. I have very much enjoyed working with the three municipalities and IAWWTF staff and look forward to my continued work with you and them.

Sincerely,

Susan H. Brock

TOWN OF ITHACA

By: _____________________________________  Date:  _______________
   Rod Howe, Supervisor

TOWN OF DRYDEN

By: _____________________________________  Date:  _______________
   Jason Leifer, Supervisor

CITY OF ITHACA

By: _____________________________________  Date:  _______________
   Laura Lewis, Mayor