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INTERMUNICIPAL WASTEWATER AGREEMENT

THIS AGREEMENT made the ____ day of _____, 20__, by and between the COUNTY OF ONONDAGA, having its principal offices at 421 Montgomery Street, Syracuse, New York 13202 (the "County"), and the TOWN OF LYSANDER, having its principal offices at 8220 Loop Road, Baldwinsville, New York 13027 (the "Municipality"); and

WHEREAS, the Municipality owns and operates a Sewage Disposal System, as hereinafter defined; and

WHEREAS, the County is the owner and operator of the Onondaga County Consolidated Sanitary District ("District") inclusive of six wastewater treatment plants and other collection system conveyance infrastructure within the District to which the Municipality's Sewage Disposal System conveys wastewater (the "District Infrastructure"); and

WHEREAS, excessive amounts of water within the District through either Inflow or Infiltration ("I&I") create an undue burden on the District Infrastructure operation and impact both regulatory compliance and operational expenses; and

WHEREAS, the District Infrastructure is monitored, measured, and strictly controlled by New York State Pollutant Discharge Elimination System ("SPDES") permits, which are attached to and part of the District administration. To that end, the County is directly responsible to State and Federal regulators for the "end of pipe" treatment plant discharge. The County is subject to fines and penalties when District Infrastructure malfunctions or fails to meet permit limits. The challenges are amplified in wet weather conditions where flows increase and become unpredictable both in quantity and quality as a direct result of the I&I; and

WHEREAS, the introduction of large volumes of stormwater into the sanitary sewer system during periods of wet weather can result in sanitary sewer overflows ("SSOs") and combined sewer overflows ("CSOs") and the release into the environment of untreated sewage and can also result in basement backups and other undesirable consequences that may be detrimental to public health, the public convenience, and/or may result in creation of nuisance conditions if not addressed; and

WHEREAS, the aforesaid conditions may also result from lack of routine maintenance, repair, replacement, or upgrades to meet demands for increased capacity; and

WHEREAS, cooperation in supplying service between municipalities is authorized and encouraged by Articles 5-G and 6 of the General Municipal Law; and

WHEREAS, Section 21 of Local Law No. 1 of 2011 authorizes the County Executive of Onondaga County (the "County Executive") to enter into agreements to assure that maintenance and operation of public sewers owned by municipalities within the District conform to the provisions of said Local Law; and

WHEREAS, for the assurance of regulatory compliance, proper maintenance of Sewage Disposal System assets, management of Sewage Disposal System and treatment plant capacity, and consistent performance standards throughout the District, the parties hereto desire to enter into this Intermunicipal Wastewater Agreement ("Agreement"); and

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. CANCELLATION AND WAIVER OF NOTICE

This Agreement supersedes all prior contracts between the parties hereto for the same services provided for

herein. By mutual consent of the parties, any and all requirements as to notice of intention to terminate said prior contracts is hereby waived, and all such prior contracts are hereby cancelled in their entirety on the Effective Date, as defined herein, of this Agreement, reserving, however, to the County any claims for services rendered to the Municipality prior to the execution of this Agreement.

2. DEFINITIONS

The following words (and plurals thereof) and phrases shall have the meanings set forth herein unless the context in which they appear warrants that a different meaning be given:

- A. Agreement: this Intermunicipal Wastewater Agreement ("IWA").
- B. Backwater valve: a device or valve installed in the building drain or sewer pipe where a sewer is subject to backflow.
- C. Corrective Maintenance: maintenance which is carried out after failure detection and is aimed at restoring an asset to a condition in which it can perform its intended function.
- D. County: the County of Onondaga.
- E. County Executive: the County Executive of the County of Onondaga.
- F. District Infrastructure: The wastewater treatment plants and other collection system conveyance infrastructure, including associated interceptor sewers, trunk sewers, pump stations and related facilities, owned and operated by, and located within, the District to which the Municipality's Sewage Disposal System conveys wastewater.
- G. Effective Date: the date on which this Agreement is fully executed by the parties.
- H. Flow meter: a device that measures the flow rate and volume of sanitary sewage and provides a record of the flow data on a continuous basis.
- I. Footer drain, drain tile, sub-building drain: those portion(s) of a drainage system that collect subsurface water and convey such water to a place of disposal.
- J. House Call: On-site sewer service provided by the County based on a request or complaint received from a resident/property owner.
- K. I&I: inflow and infiltration, as defined below.
- L. I&I Offset plan: a work plan, as further described and set forth in Section 6(A) of this Agreement, that establishes a program to ensure the flow, in one or more segments of the District exceeding its hydraulic or organic capacity as identified and set forth in **Exhibit "C"**, and as may be amended, attached hereto and incorporated herein, expected from, or contributed by, any new connection to the District Infrastructure and Sewage Disposal System tributary thereto is offset by the removal of I&I, in that segment, in an amount fixed by the Commissioner of OCDWEP.
- M. Infiltration: water entering a sewer system, including sewer service connections, from the ground through such means as, but not limited to, defective pipes, pipe joints, connections, or manhole walls. Infiltration does not include, and is distinguished from, inflow.
- N. Inflow: water discharged into a sewer system, including service connections from such sources as, but not limited to, roof leaders, cellars, yards, and area drains, cooling water discharges, drains from springs

and swampy areas, manhole covers, cross-connections from storm sewers, catch basins, storm waters, surface run-off, street wash waters or drainage. Inflow does not include, and is distinguished from, infiltration.

- O. Metrics: measurements of system performance that form a basis for district recommendations, decisions or actions.
- P. NYSDEC: the New York State Department of Environmental Conservation.
- Q. Maintenance: the term “maintenance” as used in this Agreement shall be limited to the services to be provided by OCDWEP as specifically enumerated in this Agreement. The term “maintenance” as used in this Agreement shall not include repair, reconstruction, replacement or construction of any Sewage Disposal System asset, including any sewer, pump station or other facility or device owned by the Municipality and used for collection, conveyance storage or other activity related to collection, pumping, transportation, storage or treatment of wastewater and/or stormwater, unless otherwise specifically enumerated in Section 4 of this Agreement.
- R. OCDWEP: the Onondaga County Department of Water Environment Protection.
- S. Party or parties: one or more of the municipalities signing this Agreement with the County.
- T. Persistent Maintenance: a defect or deficiency that results in greater than four (4) alarm responses in a calendar year; or results in Preventative or Corrective Maintenance services greater than once per month; or results in a reportable SSO; or as otherwise identified by the County during performance of Scope of Services, as outlined in Section 4 of this Agreement.
- U. Preventative Maintenance: maintenance performed for the purpose of maintaining equipment and facilities in satisfactory operating condition by providing for systematic inspection, detection, and correction of incipient failures either before they occur or before they develop into major defects.
- V. Sewage Disposal System: means, collectively, all of Municipality’s right, title and interest in and to that portion of the real and tangible personal property comprising a part of the sanitary sewer system and the combined sewers owned by Municipality, connected, directly or indirectly, through established conveyance infrastructure to the District Infrastructure and providing sewer service to sewer customers up to the point where a lateral to a serviced property crosses onto private property and/or exits the Sewage Disposal System right-of-way/easement, including without limitation the land, buildings, basins, pump stations, outfalls, storage facility or mechanisms, other structures, fixtures (including screens, meters, control gates, interceptors and collection lines), and improvements, and real property interests such as easements, access rights, rights of way, permits, licenses and leases, all as more fully set forth in **Exhibit “A”** attached hereto and incorporated herein. Sewage Disposal System does **not** include septic systems of any kind (including without limitation municipal and/or community septic systems) or separate stormwater sewer systems (including dedicated stormwater sewers resulting from the separation of combined sewers).
- W. SPDES permit: State Pollutant Discharge Elimination System Permit issued by the New York State Department of Environmental Conservation.
- X. Sump pump: a mechanism used for removing water or wastewater from a sump or wet well; it may be energized by air, water, steam, or electric motor; ejectors and submerged centrifugal pumps, either float or manually controlled, are often used for the purpose.
- Y. Work Order: a record of County services provided to Sewage Disposal System assets, as developed and maintained within the County’s Maximo Asset Management database.

3. TERM

The term of this Agreement shall commence upon the Effective Date and shall continue until December 31, 2021, unless cancelled with or without cause by either party hereto at any time upon thirty (30) days written notice of the intention to so cancel.

4. SCOPE OF SERVICES

Pursuant to Local Law No. 1 of 2011, the Onondaga County Legislature established a Capacity Maintenance, Operation and Management ("CMOM") Program within the District. An objective of said CMOM Program is to assure that the District Infrastructure has sufficient capacity to convey and treat sanitary waste within permitted limits and to preserve capacity by reducing, to the maximum extent practical, excessive I&I and ensuring routine maintenance and repair of District Infrastructure and Sewage Disposal Systems. An objective of this Agreement is to provide the Municipality services to assist the Municipality in operating and maintaining its Sewage Disposal System in compliance with the requirements of Local Law No. 1 of 2011 and in accordance with the County CMOM Program.

Consistent with this objective, the County may provide the following maintenance services under this Agreement. Unless otherwise noted, County services shall include labor and maintenance equipment only. Municipality shall be responsible for providing all materials, as deemed necessary by the County. The County may provide materials with an aggregate cost less than \$500 and will invoice Municipality in accordance with Section 5.

A. Gravity Sewer Infrastructure Services

The following services will be provided for gravity sewer assets, including sewer mains, manholes, and sewer service stubs.

1) Sewer Mains:

- (a) *Preventative Maintenance:* Inspection and cleaning of Municipality-owned sewer mains 8 inches and greater as deemed necessary by the County, with services including:
 - (i) Vacuum flushing and removal of grit and debris;
 - (ii) CCTV inspection;
 - (iii) Root cutting and removal of debris; and
 - (iv) Grease removal.
- (b) *Corrective Maintenance:* The following services may be provided if identified during Preventative Maintenance, in response to a SSO, as requested from Municipality, or based on an issue identified during a House Call, and as deemed necessary by the County:
 - (i) Main line blockage removal (including grit, grease, root cutting and rocks), but not including repair or replacement of bad joints or failed lines;
 - (ii) Maintenance work (bucket machines, root cutting and jet flushing); and
 - (iii) CCTV inspection after blockage removal for condition assessment.
- (c) Sewer mains that have experienced blockages or SSOs, require high frequency of maintenance, or which have been determined to have structural issues or capacity restrictions, may be deemed by the County as defective and subject to Persistent Maintenance requirements, as detailed in Section 6.

2) Manholes:

- (a) *Preventative Maintenance:* Inspection and cleaning of Municipality-owned manhole structures, frames and covers as deemed necessary by the County.
- (b) *Corrective Maintenance:* The following minor repairs may be provided as identified during Preventative Maintenance or in response to requests from Municipality and deemed necessary

by the County:

- (i) Labor for ring and cover replacement or reset;
 - (ii) Adjust manhole frame and cover height, up to one (1) foot, to match surrounding grade, including installation of bricks, riser rings and parging, but not including barrel section replacement;
 - (iii) Bench wall repair including minor concrete patching, but not including repair or replacement of structures; and
 - (iv) Labor for installation of water tight covers and rain dishes.
- (c) Manholes that have been determined by the County to have structural issues or capacity restrictions may be deemed defective and subject to Persistent Maintenance requirements, as detailed in Section 6.

3) Service stubs (publicly-owned section of sewer lateral):

- (a) *Corrective Maintenance:* The following services will be provided in response to a resident/property owner House Call request:
- (i) Reestablish sewer flow through “plunging” for “after hours” service requests, and “sewer snake” of the service stub during normal business hours and as a follow-up to services performed “after hours”; and
 - (ii) Service stub blockage removal within the County’s abilities.
- (b) *CCTV inspection:* CCTV inspection of a service stub may be performed after corrective maintenance, or the property has been the subject of repeated House Call requests, or as requested by Municipality, and as deemed necessary by the County.
- (c) *Service Stub Clean Out:* In accordance with the Onondaga County Plumbing Code, all sewer service stubs shall have a clean out located adjacent to the Right of Way. Service stubs without a clean out will not be provided Corrective Maintenance or CCTV inspection services
- (d) Service stubs that result in over four (4) House Calls per year, or have been determined by the County to have structural issues or capacity restrictions, may be deemed defective and subject to Persistent Maintenance requirements, as detailed in Section 6.

B. Pump Station Services (if applicable)

The following services may be provided for Municipality-owned pump station assets:

- (a) *Preventative Maintenance:*
- (i) The County will perform weekly inspections of pump station(s). Reduced frequency for smaller capacity pump station(s) may be provided upon written request of Municipality, and as deemed appropriate by the County;
 - (ii) Quarterly vacuum flush of pump station wet well to clear debris and grease. Frequency of cleaning may be increased, as deemed necessary by County;
 - (iii) Emergency generator maintenance – the County will perform monthly exercise and inspection of emergency generator to ensure functionality, as requested in writing by Municipality;
 - (iv) Electrical and instrumentation periodic inspection and maintenance;
 - (v) Chemical feed and odor control system inspection and maintenance;
 - (vi) Alarm monitoring – 24-hr, 7 day per week remote monitoring of all pump station alarms and dispatch of County personnel for alarm response; and
 - (vii) Management of maintenance and inspection records.
- (b) *Property Maintenance of Pump Station Property/Easement Area:*
- (i) Snow removal and ice control, as required to maintain access to the facility;
 - (ii) Lawn maintenance – including lawn mowing and minor tree trimming, but not including tree removal;
 - (iii) E-911 compliance;
 - (iv) Minor painting of items such as bollards, door and window frames; and

- (v) Driveway maintenance including pothole patching, minor gravel grading, but not including paving/resurfacing.
- (c) *Corrective Maintenance*: The following minor repairs may be provided as identified during Preventative Maintenance or in response to requests from Municipality, and as deemed necessary by the County. Repairs shall be limited to County's capabilities. The County will provide written notification to Municipality if a repair or replacement requires the Municipality to procure equipment or contracted services.
 - (i) Pump Repair and replacement;
 - (ii) Instrumentation repair and replacement; and
 - (iii) Mechanical piping repair and replacement.
- (d) *Emergency Services* – The following services may be provided in response to pump station emergencies, including equipment failures and power outages:
 - (i) Emergency generator deployment, if no emergency generator is permanently installed or existing generator has failed (see item (d)(v) below);
 - (ii) Bypass pump deployment (see item (d)(v) below);
 - (iii) Tanker service;
 - (iv) 24-hour dispatch; and
 - (v) Bypass pumping and portable generator deployment will be conducted until the Municipality procures emergency contractor services, or 24 hours, whichever comes first.
- (e) The Municipality shall be responsible for establishing and maintaining all utility accounts (as applicable), including electric, natural gas, internet, phone, etc., necessary for pump station(s) operation.

C. Information Management System

The County will collect and maintain GIS data and Work Order records for maintenance activities for Municipality-owned Sewage Disposal System assets in the County's Maximo CMMS system ("Maximo"). The County will provide the following services:

1) Underground Facility Location

It is understood and agreed by the parties that the underground facility location/utility mark-out services performed by the County pursuant to this Agreement will utilize GIS data, mapping and other information provided by Municipality. Using GIS data within Maximo, the County will provide, on the Municipality's behalf, the following services in accordance with NYS Code Rule 753:

- Location of underground facilities;
- Response to emergency underground dig safely tickets; and
- Record tickets

2) Reporting Assistance

Reporting of SSOs to NYSDEC to comply with current regulations.

3) Engineering & Technical Review

The County may, upon written request by the Municipality, assist the Municipality's Engineer with data, mapping and facility documentation, including technical review of new/proposed pump stations, sewer system expansions, and new sewer connections. Services shall not include capacity assessment.

D. Exclusions from Service

This Agreement does not include any services for on-site disposal systems, including individual or community septic systems, low pressure sewer systems and associated grinder pump systems, or storm sewer infrastructure including catch basins and storm sewer mains.

5. COMPENSATION FOR SERVICES

The Municipality hereby agrees to pay the County for all such work, labor, services rendered and materials furnished pursuant to the Scope of Services such sum or sums duly documented and invoiced by OCDWEP to the Municipality for services rendered. The County shall provide an itemized bill for all services provided, which shall be charged at the rates provided in **Exhibit "B"**, attached hereto and incorporated herein. Billing shall be completed on an annual basis and payment shall be due from the Municipality by January 31st of the following year.

6. INFLOW AND INFILTRATION ("I&I") REDUCTION AND CORRECTION OF PERSISTENT MAINTENANCE PROBLEMS

- A. Inflow and Infiltration Reduction:** The function and purpose of a sanitary sewer is to convey sanitary flow to a treatment plant. I&I is extraneous flows of groundwater, stormwater, illicit sump pump connections, and other sources of surface and/or unpolluted cooling water that reduce the capacity of the sewer system to transport wastewater. The Municipality agrees that it will search for sources of excessive I&I and promptly address any I&I within the Municipality's Sewage Disposal System upon discovery or upon notification by the County.

Pursuant to Section 20 of Local Law No. 1 of 2011, the Onondaga County Legislature established the authority of the OCDWEP Commissioner to make written determinations of capacity constraints within the public sewer infrastructure. This determination, as set forth in **Exhibit "C"**, as may be amended, shall require the preparation of an I&I Offset Plan for any new sewer connection, flows, or expansion of the Municipality's Sewage Disposal System that is in part, or wholly, within an area(s) of capacity constraint. Such I&I Offset Plan shall be submitted to the County for review and approval prior to the Municipality receiving authorization of any additional sewer flows within areas identified as capacity constrained. The County shall require proof of completion of the I&I Offset Plan prior to the County Plumbing Control Division's issuance of any Certificate of Occupancy.

- B. Persistent Maintenance:** The Municipality agrees that, upon receipt of written notice from the County, it will promptly correct, repair or replace, or submit to the County a plan to correct, repair or replace ("Plan"), Sewage Disposal System assets requiring Persistent Maintenance. Any such Plan shall include a reasonable schedule for the prompt and timely completion of all such corrective, repair or replacement work, which schedule shall be binding on the Municipality and shall be an enforceable part of this Agreement. The County may grant an extension upon written request by Municipality demonstrating good cause (including, but not limited to, evidence that the Municipality has commenced and is diligently progressing such corrective work), approval of which shall not be unreasonably withheld or denied. Failure by the Municipality, upon receipt of written notice, to correct Persistent Maintenance issues within a prompt and reasonable timeframe or in accordance with its Plan schedule, or any approved extension, may result in modification of the Sewer Maintenance Service Rates in **Exhibit "B"** and/or any other remedies available at law or equity for breach of the obligations set forth herein.

7. RIGHT OF ACCESS, DUTY TO COOPERATE, DEFENSE AND HOLD HARMLESS

- A.** The Municipality herein certifies to the County that, as to any public sewers, pumping stations and sewage treatment plants or part thereof covered by this Agreement (i.e., Sewage Disposal

System), the Municipality is the owner and operator and herein grants to the County the right to enter upon all lands which said public sewers, pumping stations and sewage treatment plants, or part thereof, are located for the maintenance of the public sewers, pumping stations and sewage treatment plants as provided for herein. Further, the Municipality herein agrees to save harmless the County from any and all claims by third parties whatsoever which may arise out of the County entering onto lands where such public sewers, pumping stations and sewage treatment plants, or part thereof, are located for the purpose of maintenance thereon.

- B. By entering into this Agreement, the Municipality certifies that it shall fully cooperate with the County in all aspects of wastewater collection and treatment, including implementing and complying with all aspects of the SPDES permit issued by the NYSDEC to the County setting forth obligations for elimination or minimization of combined and/or sanitary sewer overflows, reduction of I&I, capacity management, operations and maintenance requirements and reporting requirements within the Municipally-owned system covered by this Agreement. Nothing contained in this Agreement is intended to, nor shall it be construed or represented to be an agreement by the County to implement or secure compliance with the Municipality's obligations to repair, replace, construct, reconstruct or otherwise upgrade its system. The Municipality further agrees to assist the County in implementing the provisions of Local Law No. 1 of 2011 and all applicable Onondaga County Rules and Regulations Relating to the Use of the Public Sewer System, including without limitation, prohibited discharges and uses set forth at Article III of the Rules and Regulations Related to the Use of the Public Sewer System, and all future modifications or amendments thereto.
- C. To the extent not otherwise encompassed by paragraphs A and B of this Section and authorized by law, the Municipality further covenants and agrees to indemnify, defend and hold harmless the County, its officers, agents and employees from and against any and all loss or expense that may arise by reason of liability for damage, injury or death, or for invasion of personal or property rights, of every name and nature, and whether casual or continuing trespass or nuisance and any other claim for damages arising out of ownership or existence of public sewers, pumping stations and sewage treatment plants, including, but not limited to, claims for damages arising out of or related to the County's performance of Underground Facility Location services pursuant to this Agreement.
- D. The County covenants and agrees to indemnify, defend and hold harmless the Municipality, its officers, agents and employees from and against any and all loss or expense that may arise by reason of liability for damage, injury or death, or for invasion of personal or property rights, of every name and nature, and whether casual or continuing trespass or nuisance and any other claim for damages arising out of service and maintenance of the public sewers, pumping stations and sewage treatment plants owned by the Municipality, to the extent that such loss is caused solely by the negligence or gross negligence on the part of the County and its employees.
- E. The provisions of paragraphs A through C of this Section shall survive termination or expiration of this Agreement.
- F. The Municipality agrees to obtain and maintain general liability insurance including comprehensive form, premises-operations, broad form contractual environmental liability coverage with minimum limits of not less than five million dollars (\$5,000,000) combined single limit for bodily injury and property damage. The required insurance policies shall be endorsed to include Onondaga County as an additional insured. Also, the policies will include a provision that the issuing company(ies) will notify the certificate of insurance holder, which shall be the Onondaga County Attorney located in the Department of Law, Civic Center 10th Floor, 421 Montgomery Street, Syracuse, New York 13202, by certified mail thirty (30) days prior to any change diminishing coverage, limits, cancellation or non-renewal of the insurance policies. For

the duration of this Agreement, the issuing company(ies) shall notify the certificate of insurance holder upon renewal of the policies.

- G. The County agrees to obtain and maintain sufficient comprehensive general liability insurance to cover the County's responsibilities in the above-stated hold harmless clause.

8. CERTIFICATE OF INSURANCE

The Municipality shall furnish to the Onondaga County Attorney a certificate of insurance which shall evidence all of the above requirements of insurance. Said certificate must contain specific language so as to adequately advise the County of the Municipality's compliance with the aforesaid requirements of insurance, including but not limited to specifically detailing the types, amount and duration of the insurance coverages and verifying that the issuing company(ies) endorsed such policies as hereinabove required so as to include Onondaga County as an additional insured and to notify the County Attorney of any change diminishing coverage, limits, cancellation or non-renewal of the insurance policies. Upon any and all renewals of the subject insurances during the duration of this Agreement, a new certificate of insurance shall immediately be sent to the certificate of insurance holder, the Onondaga County Attorney.

9. STATUTORY COMPLIANCE

In acceptance of this Agreement, the Municipality covenants and agrees to comply in all respects with all federal, state and county laws which pertain hereto regarding services for municipal corporations including but not limited to workers' compensation and employers' liability insurance, hours of employment, wages, human rights, and state and federal environmental laws, and their common law counterparts.

10. CONFLICT OF INTEREST

The Municipality hereby covenants and agrees that there is no member of the Onondaga County Legislature or other County officer or employee forbidden by law to be interested in this Agreement directly or indirectly who will benefit therefrom.

11. LICENSES AND PERMITS

The Municipality hereby agrees that it will obtain at its own expense all licenses or permits for the work performed under this Agreement, if any are necessary, prior to the commencement of work.

12. CONTRACT MODIFICATIONS

This Agreement represents the entire and integrated agreement between the County and the Municipality and supersedes all prior negotiations, representations or agreements either written or oral. This Agreement may be amended only by written instrument signed by both the County Executive and the Municipality.

13. SEVERABILITY

If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and every other term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

14. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed pursuant to the laws of the State of New York. Any dispute arising out of the implementation, enforcement or interpretation of this Agreement shall be resolved in a court of competent jurisdiction sitting in the County of Onondaga, State of New York.

15. CLAUSES REQUIRED BY LAW

The parties hereto understand and agree that each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein, and if through mistake or inadvertence such provision is not inserted, said clause shall be deemed to have been inserted and shall have the full force and effect of law.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Agreement the day and year first above written.

DATED: _____, 2021.

COUNTY OF ONONDAGA

By:

J. Ryan McMahon, II
County Executive

DATED: _____, 2021.

By:

Print Name and Title

Exhibit A - Municipality Sewage Disposal System – T Lysander

The County and Municipality acknowledge and agree that the description of Municipality's Sewage Disposal System set forth below has been compiled from the best available information, has been reviewed by their respective staff and consultants and is believed to be reasonably complete and accurate. This Agreement encompasses Municipality's entire Sewage Disposal System, as that term is defined in Section 2(V) of the Agreement, located within its municipal boundaries, including, but not limited to:

a) Real Property Interests – All easements, rights of way, access rights, permits, licenses and leases pertaining to Municipality's Sewage Disposal System, including without limitation land, buildings, basins, pump stations, outfalls, storage facilities or mechanisms, structures, fixtures (including screens, meters, control gates, interceptors and collection lines), and improvements.

b) Description – Generally speaking, Municipality's Sewage Disposal System consists of:

- <u>10</u>	Pumping Stations
- <u>268,292</u>	Linear feet of sanitary sewer mains/lines
- <u>30,887</u>	Linear feet of force main
- <u>5,339</u>	Laterals
- <u>1,261</u>	Manholes

As located within the District, as shown in the map included herein.

The County and Municipality agree to cooperate in continuously reviewing the use and description of the Sewage Disposal System and in the event that it is determined that the description of the Sewage Disposal System needs to be amended to conform to the actual use of the Sewage Disposal System or to correct or update the description of the Sewage Disposal System to make it more accurate, County and Municipality shall mutually agree to modify this **Exhibit "A"** as necessary by executing an amendment.

Exhibit B – Sewer Maintenance Service Rates

Exhibit B – Sewer Maintenance Service Rates
SCHEDULE 1

Service Item	Unit Rate
Bucket Machine Service	\$936.00
Pump Station O&M Mechanical	\$86.00
Pump Station O&M Mechanical After Hours & Weekends	\$167.00
By Pass Pumping Service	\$98.00
Jet Vac Service	\$728.00
Televise Sewer Service Main	\$728.00
Televise Sewer Service Lateral	\$86.00
Manhole & Sewer Main - Locate and Inspect	\$688.00
Sewer Main UFPO mark out	\$15.30
Manhole Repair Service	\$776.00
Clear Blocked Sewer Lateral	\$103.00
Pump Station O&M I/E	\$93.00
Pump Station O&M I/E After Hours & Weekends	\$180.00
Tanker Truck Service	\$69.00
Portable Standby Generator	\$808.00
Crane Service	\$57.00
Sanitary Engineer Service	\$51.00
Grounds Maintenances (2 hours or less)	\$90.00
Snow Removal (1 hr or less)	\$45.00
Standby Generator Maintenance	\$87.00
Plan Review (Gravity Sewers and 1 pump station)	\$378.00
Plan Review (each additional pump station)	\$230.00
Plan Review (Gravity Sewers Only)	\$196.00

Exhibit C – Sewer System Capacity Constraints and I&I Offsets

The following criteria shall be utilized for sanitary sewer areas within the Onondaga County Consolidated Sanitary District (“District”) that will require offsets:

- 1) Service areas currently under consent order by NYSDEC.
- 2) Service areas subject to wet weather Sanitary Sewer Overflows (“SSOs”). This is inclusive of SSOs that are due to either pumped or gravity overflows.
- 3) Service areas that exceed four times their three year average base flow during wet weather events.

This criterion shall be utilized for all pump stations, treatment facilities and sewers regardless of ownership.

The following facilities (trunk sewer, pumping station and treatment plant) and their corresponding tributary service areas are affected by wet weather driven criterion that meet the matrix as set forth above. As such, the OCDWEP Commissioner, under authority of Local Law No. 1 of 2011, Section 20, has determined the areas identified below, and as shown in the Service Area Map included herein, to have sewer system capacity constraints. Any additional sewer flows, connections, or the expansion of the Sewage Disposal System within these areas shall require the development and implementation of an I&I Offset Plan at the minimum ratios identified below:

Service Areas Requiring Offset Plans	Offset Ratio
Westside Pumping Station service area	1:1
Ley Creek Pumping Station service area	1:1
Meadow Brook Wastewater Treatment Plant service area	2:1
Davis Road Pumping Station service area	1:1
Liverpool Pumping Station service area	1:1
Metropolitan Syracuse Wastewater Treatment Plant service area, including Combined Sewer Overflow areas	1:1
Brewerton Wastewater Treatment Plant service area	1:1

I&I Offset Plans shall identify proposed manhole or sewer rehabilitation, sump pump connection, or other corrective measure(s) and the estimated I&I flow reduction in order to establish an Offset “Credit.” A partial, non-exhaustive, list of established Offset Credits is provided in Table 1.

Table 1 - Partial List of Available Offset Credits

Problem Type		Contribution (gpm)*	Reference
Manholes	Barrel Section Leak– Paved Areas	Heavy – 1,584 gpd Moderate – 935 gpd Minor- 390 gpd	A.S.C.E Manual of Practice No. 92
	Barrel Section Leaks - Unpaved Areas	Heavy – 6,625 gpd Moderate – 3,310 gpd Minor-1,585 gpd	A.S.C.E Manual of Practice No. 92
	Low Lying Manholes surface I&I	5,760 gpd	Value approved by the NYSDEC For Erie County Div. of Sewerage Management
Sewer Lining, Replacement or Rehabilitation		To be determined on a case by case basis based on C.C.T.V. or flow monitoring.	
Lateral Repair or Replacement		500 gpd	
* Roof Leader Disconnection		(Area of roof ft.) x 0.62 = gpd credit	
Other I/I Reduction Projects		To be determined on a case by case basis	

* Based on 1 year 2 hour return frequency rainfall = 1 inch of rain.