

INTERMUNICIPAL WASTEWATER AGREEMENT

THIS AGREEMENT made the 17 day of October, 2013, 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 Cicero OF Cicero, New York 13039 having its principal offices at 8236 Brewerton Rd. ("the Municipality"); and

WHEREAS, the Onondaga County Sanitary District ("the District") owns, operates and maintains an extensive network of trunk and interceptor sewers and treatment plants within the territorial jurisdiction of the District; and

WHEREAS, the District's ability to effectively manage the district sewer system is affected by the proper maintenance of tributary sewer systems owned and operated by municipalities within the District that collect sewage and other wastewater and discharge it to district-owned facilities; 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, ordinarily the towns and villages within the County do not have the personnel, equipment and materials necessary for the operation and maintenance of their public sewers, pumping stations and sewage treatment plants; and

WHEREAS, the County through its Department of Water Environment Protection ("OCDWEP") has the required personnel, equipment and materials for the operation and maintenance of public sewers, pumping stations and sewage treatment plants; and

WHEREAS, it will be for the joint benefit of the County and the Municipality to contract for the provision of said service so that all publicly-owned sewers within the County are managed, operated and maintained in a manner that promotes, to the maximum extent possible, a high level of capacity and effective operation; 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 effective the date of execution by the County Executive 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:

- *Agreement*: this Intermunicipal Wastewater Agreement.
- *Backwater valve*: a device or valve installed in the building drain or sewer pipe where a sewer is subject to backflow.
- *Certification of inspection*: a written statement from a certified building inspector, licensed plumber, professional engineer, or plumbing inspector employed by OCDWEP Division of Plumbing, setting forth the existing conditions of: (i) a previously occupied existing house, building or property used for human occupancy, employment, recreation, manufacturing, commercial or other purposes; and (ii) new construction or substantial reconstruction describing with specificity the condition of the roof drains, sump pump, or other prohibited stormwater or groundwater connections or sources of inflow or infiltration found, or the lack thereof, as set forth in Sections 6, 7 and 8 of Local Law No. 1 of 2011.
- *County*: the County of Onondaga.
- *County Executive*: the County Executive of the County of Onondaga.
- *District treatment facilities*: The wastewater treatment plants and associated interceptor sewers, trunk sewers, pump stations and related facilities owned by the District.

- **Effective date:** the date on which this Agreement is fully executed by the parties.
- **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.
- **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.
- **I&I:** inflow and infiltration, as defined below.
- **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.
- **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.
- **Metrics:** measurements of system performance that form a basis for district recommendations, decisions or actions.
- **NYSDEC:** the New York State Department of Environmental Conservation.
- **O&M:** operation and maintenance, but 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 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.
- **OCDWEP:** the Onondaga County Department of Water Environment Protection.
- **Offset plan:** a plan that establishes a program to ensure the flow, in one or more segments of the publicly-owned treatment works exceeding its hydraulic or organic capacity, expected from, or contributed by, any new connection to the County interceptor sewers and public sewers tributary thereto is offset by

- the removal of infiltration and/or inflow, in that segment, in an amount fixed by the Commissioner of OCDWEP.
- *Party or parties:* one or more of the municipalities signing this Agreement with the County.
- *Persistent maintenance:* a defect or deficiency that results in greater than four (4) alarm responses in a calendar year or results in regular maintenance greater than once per month or the defect results in a reportable sanitary sewer overflow.
- *Project sponsor/project applicant:* any person who proposes to fund, approve or undertake a project in the District.
- *Public sewer:* a sewer in which all owners of abutting properties have equal rights and which is owned, controlled, operated and maintained by the Municipality.
- *Service area:* one or more areas located on whole or in part within a party's or parties' jurisdiction that are delineated as such on the map annexed to this Agreement as "Exhibit A".
- *SPDES permit:* State Pollutant Discharge Elimination System Permit issued by the New York State Department of Environmental Conservation.
- *Substantial reconstruction:* the alteration through remodeling or expansion or other changes made to an existing structure that includes modifications to its wastewater and/or stormwater systems which change its size and/or intended uses in ways that materially increase or is likely to materially increase wastewater and/or stormwater flow.
- *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.

3. **TERM**

The term of this Agreement shall commence upon execution by the County Executive and shall continue until cancelled with or without cause by either party hereto at any time upon thirty (30) days' written notice of the intention to so cancel. However, the term of this Agreement shall not exceed a period of five (5) years from the date of execution by the County Executive. This Agreement may be extended in writing by the parties for 1 additional five (5) year terms.

4. SCOPE OF SERVICES

Pursuant to Local Law No. 1 of 2011, the Onondaga County Legislature established a Capacity Maintenance, Operation and Management Program within the Onondaga County Sanitary District. An objective of said Local Law is to assure that the capacity of District Treatment Facilities to convey and treat sanitary waste is preserved by reducing, to the maximum extent practical, excessive inflow and infiltration. An objective of this Agreement is to provide the Municipality with the information necessary to enable the Municipality to operate and maintain its municipally-owned system in compliance with the requirements of Local Law No. 1 of 2011 in the most cost effective manner. Consistent with this objective, the County shall provide the following services:

A. Sewer

- Vacuum flushing
- Root removal (main line/publicly-owned lateral)
- Grease removal
- CCTV inspection (main line)
- Lateral inspection (as requested)
- Lateral blockage removal (does not include lateral repair)
- Main line blockage removal (grit, grease, roots and rocks) but which does not include repair or replacement of bad joints or failed lines (Maintenance work includes bucket machines, sewer snakes and jet flushing)
- Manhole repair
- Includes ring and cover replacement or reset (new ring and cover to be purchased by owner)
- Raising to grade
- Installation of bricks, riser rings and parging (does not include barrel section replacement)
- Bench wall repair (does not include repair or replacement of structures)
- Installation of water tight covers and rain dishes
- Infrastructure inspection
- Management of maintenance records

B. Pump Station

- Weekly inspections (reduced frequency available upon owner's request)
- Quarterly vacuum flush – increased frequency as required
- Pump repair – limited to County capabilities
- Pump replacement *
- Emergency generator maintenance
- Instrumentation repair and replacement *
- Electrical periodic maintenance
- Mechanical piping repair and replacement *
- Alarm monitoring
- Emergency response (first responders until emergency contractor)

mobilizes)

- Snow removal, lawn maintenance, E-911 compliance, painting as required and driveway maintenance (does not include paving)
- Management of records
- Coordination with owner's engineer

* Equipment and materials with an aggregate cost of greater than \$500 will need to be procured by the owner.

C. Underground Facility Location

- Location of underground facilities
- Response to emergency underground dig safety tickets
- Record tickets

D. Emergency Services*

- Emergency generator deployment
- Bypass pump deployment
- Tanker service
- 24-hour dispatch

* Bypass pumping and generator installation will be conducted until the owner procures emergency contractor services

E. Reporting Assistance

- Reporting of sanitary sewer overflow to NYSDEC to comply with current regulations
- Assistance to owner's engineer with data, mapping and facility documentation

F. Other Services

- Other services are available if requested in writing by the owner and accepted by OCDWEP. These services include:

- _____
- _____
- _____

5. COMPENSATION FOR MAINTENANCE SERVICES

The Municipality hereby agrees to pay the County for all such work, labor, services rendered and materials furnished in the operation and maintenance of said public sewers, pumping stations and sewage treatment plants, such sum or sums duly documented and invoiced by OCDWEP to the Municipality for services rendered. Such billing shall reflect the actual costs and expenses incurred by OCDWEP, including the cost of workers' compensation and employers' liability insurance and comprehensive general liability insurance. Payment shall be due from the Municipality by January 31st of the following year after the rendering of a proper itemized bill therefor.

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. Inflow and infiltration must be minimized as these extraneous flows of groundwater, stormwater and other sources of surface and/or unpolluted cooling water reduce the capacity of the sewer system to transport wastewater.

Within 18 months of the effective date of this Agreement, Municipality shall provide to the County a sanitary sewer evaluation plan that includes the following:

- A list of 10 high priority areas for I&I reduction.
- A 6 year sewer system capital improvement plan.

This plan shall be revised annually and submitted to the County by January 31st.

The determination that a system is at substantial risk of generating excessive I&I will be based on the criteria contained in the matrix attached hereto as Exhibit "B" and incorporated herein by reference.

- B. Persistent Maintenance: The Municipality agrees that it will promptly correct, repair or replace any aspect of the Municipality's system that is identified to it by the County as needing "persistent maintenance" as that term is defined in this Agreement.

Within the limits of its statutory authority, the County will work with the Municipality to identify and pursue sources of financial assistance to finance implementation of recommended strategies and actions to correct sources of "persistent maintenance" if it appears that the aggregate costs for such corrective action is significant and not the result of prolonged deferral of routine maintenance, but nothing contained herein is intended to relieve the Municipality of its obligation to implement corrective action.

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, the Municipality is the owner 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 operation and/or 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 operation and/or 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, B and C of this provision, 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.

- 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: 10/17, 2013.

COUNTY OF ONONDAGA

By: Joanne M. Mahoney MJM
Joanne M. Mahoney
County Executive

DATED: 8/30/, 2013.

Town of Cicero
Municipality

By: Jim Cord
Its: Town Supervisor

Exhibit B
Onondaga County Water Environment Protection
Matrix for Sanitary Sewer Offsets

The Following Criteria will be utilized for separate sanitary sewer areas within the Onondaga County Consolidated Sanitary District that will require offsets.

- 1) Service areas currently under consent order by New York State Department of Environmental Conservation.
- 2) Service areas subject to wet weather Sanitary Sewer Overflows (SSOs). This is inclusive of SSO's 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 is to be utilized for all pump stations, treatment facilities and sewers regardless of ownership.

As such the following facilities (trunk sewer, pumping station and treatment plant) are affected by wet weather driven criterion that meet the matrix as set forth above and their corresponding tributary service areas will be deemed to require a minimum offset plan of a one to one (1:1) ratio for added sewer flows as outlined in section 20.

Capacity Constraints Section B. of Local Law No. 1, 2011.

Facilities Requiring Offset Plans

- Westside Pumping Station service area
- Ley Creek Pumping Station service area
- Meadow Brook Wastewater Treatment Plant service area
- Davis Road Pumping Station service area
- Liverpool Pumping Station service area
- Electronics Park Trunk Sewer Area

Exhibit B
Table 1 Partial List of Available Offset Credits

Infiltration			
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 inflow or infiltration.	5,760 gpd	Value approved by the NYSDEC For Erie County Division 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.

Updated: 2/21/13