

INTERMUNICIPAL WASTEWATER AGREEMENT

This Agreement is made this 15th day of May, 2026, by and between the VILLAGE OF CAYUGA HEIGHTS, Tompkins County, New York, TOWN OF DRYDEN, Tompkins County, New York, CITY OF ITHACA Tompkins County, New York, the TOWN OF ITHACA, Tompkins County, New York, TOWN OF LANSING, Tompkins County, New York, and VILLAGE OF LANSING, Tompkins County, New York (hereafter collectively referred to as the "Parties").

WHEREAS, the Village of Cayuga Heights constructed, owns and operates the Village of Cayuga Heights Wastewater Treatment Plant, located in the Village of Cayuga Heights, which serves its Village as well as certain areas in the Town of Dryden, Town of Ithaca, Town of Lansing and Village of Lansing; and

WHEREAS, pursuant to Article 5-G of the N.Y. General Municipal Law, the Town of Dryden, City of Ithaca and Town of Ithaca jointly constructed, own and operate the Ithaca Area Wastewater Treatment Facility, located in the City of Ithaca, which provides wastewater treatment services in certain areas in their respective jurisdictions; and

WHEREAS, the Village of Cayuga Heights Wastewater Treatment Plant operates at full capacity during certain parts of the year, and the Ithaca Area Wastewater Treatment Facility has excess capacity; and

WHEREAS, the Town of Lansing and Village of Lansing wish to obtain additional wastewater capacity, and the Town of Ithaca and Town of Dryden wish to utilize some of their excess capacity in the Ithaca Area Wastewater Treatment Facility instead of continuing to utilize capacity in the Village of Cayuga Heights Wastewater Treatment Plant; and

WHEREAS, the Parties wish to provide wastewater services to their respective communities and meet their wastewater discharge permit requirements in the most efficient manner; and

WHEREAS, the respective legislative bodies of the Parties have determined that joint actions and cooperation among the Parties to meet their respective needs are in their best interests, will benefit their respective citizens, and will help protect the water quality of Cayuga Lake, and such legislative bodies having authorized their respective Mayors and Supervisors to sign this Agreement;

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements contained herein, the Parties agree as follows.

1. Definitions. These words and phrases shall have the following meanings:

A. Agreement. This Intermunicipal Wastewater Agreement.

B. Effective date of this Agreement. The date on which this Agreement is fully executed by all of the Parties.

C. Consent of a Party or Parties. Whenever consent of a Party is required under this Agreement, a majority vote of the full possible voting strength of the Party's governing body shall be necessary for that Party to give its consent. Whenever this Agreement requires the consent of all of the Parties, all of the Parties must give their consent before the proposed action can be undertaken.

D. 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.

E. IAWWTF. The Ithaca Area Wastewater Treatment Facility, which is located in the City of Ithaca and is jointly-owned and operated by the Town of Dryden, City of Ithaca, and Town of Ithaca.

F. IAWWTF permit holders. Those municipalities that are or will be listed on the

IAWWTF SPDES permit (the Town of Dryden, City of Ithaca, and Town of Ithaca).

G. Jointly-Owned Interceptors. Interceptors co-owned and maintained by the City and Town of Ithaca, pursuant to the bilateral Joint Interceptor Agreement, which convey sewage originating outside the City, through the City to IAWWTF.

H. Metrics. Measurements of system performance that form a basis for management decisions and actions.

I. O&M. Operation and maintenance.

J. Party or Parties. ‘Party’ means one of the municipalities signing this Agreement. ‘Parties’ means the six municipalities who are signing this Agreement, collectively, unless specifically referenced hereunder as a lesser number of municipalities.

K. Service area. Those areas within the Parties’ jurisdictions that are delineated as such on the map annexed to this Agreement as Exhibit A.

L. SPDES Permit. State Pollutant Discharge Elimination System Permit issued by the New York State Department of Environmental Conservation.

M. Treatment Facilities. The wastewater treatment plants located in the Village of Cayuga Heights and City of Ithaca, together with equipment, interceptors and facilities required to be used in the exercise of this Agreement, regardless of where such are located. ‘Treatment Facility’ shall refer to either of these wastewater treatment plants, together with equipment, interceptors and facilities serving that plant, which are required to be used in the exercise of this Agreement, regardless of where such are located.

N. VCHWWTP. The Village of Cayuga Heights Wastewater Treatment Plant located in, and wholly owned and operated by, the Village of Cayuga Heights.

2. For purposes of this Agreement, the service areas for the VCHWWTP and IAWWTF are treated as one service area, and are shown on Exhibit A. Any future changes to the service areas may be made only upon the written consent of the Parties relevant to a proposed change.

3. Pursuant to a separate agreement or agreements by the IAWWTF permit holders and one or more of the other Parties, and contingent upon confirmation of current and anticipated future capacity availability, the IAWWTF shall accept flows from areas that, prior to the effective date of this Agreement, were served by the VCHWWTP or were not served by public sewers.

4. The Village of Cayuga Heights shall maintain separate agreements with the Town of Lansing and the Village of Lansing regarding the acceptance of flows from those two parties at the VCHWWTP.

5. Two or more of the Parties may enter into separate agreements that provide for the use of jointly-owned interceptors to collect and convey previously separate flows, contingent upon a prior determination by the owner(s) of the interceptors that there is adequate interceptor capacity and IAWWTF capacity to accommodate anticipated flows.

6. The Parties agree to utilize the concept of “equivalent flows” in the separate agreements referenced in paragraphs 3 through 5 above so that the Parties can collect and treat flows in the most efficient manner. The concept of “equivalent flows” means a Party’s flows may be treated at one Treatment Facility, and to make room for those flows, flows from another Party or Parties may be diverted to the other Treatment Facility. As a consequence, the first Party may be required to (i) use or purchase capacity and/or pay for treatment of the diverted wastewater at the Treatment Facility receiving the diverted flows, even though the flows came from another Party or Parties; and/or (ii) use or purchase capacity and/or pay for the transmission of the diverted wastewater through a jointly-owned interceptor even though the flows came from another Party or Parties.

7. The Parties shall develop metrics to measure flows from each Party to each of the Treatment Facilities. The Parties shall utilize flow meters, master water service meter readings and other appropriate information to determine each Party’s flows to each Treatment Facility.

8. 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 may adjust the O&M rates periodically to account for collection system improvements made by one or more Parties that reduce infiltration and inflow.

9. The governance of the two Treatment Facilities will not change on the effective date of this Agreement. The Parties will continue to utilize the committee created pursuant to the 2003 Agreement to help coordinate and synchronize operations between the two Treatment Facilities, help plan for system improvements that benefit the Parties, and assist the Parties in the efficient provision of wastewater treatment services.

10. The Parties will maintain common pretreatment standards throughout the two Treatment Facilities' Service Areas. Any changes to the standards can be made only upon consent of all the owners of the Treatment Facilities. Any municipality that physically discharges into the IAWWTF and is not an IAWWTF permit holder shall enter into a multijurisdictional agreement with the IAWWTF permit holders to assign responsibility for pretreatment program implementation and enforcement in that municipality.

11. This Agreement shall continue in force until May 15, 2036.

12. If a Party wishes to terminate its participation in the Agreement, it must give at least five (5) years written notice to the other Parties, and such notice shall contain the reason for such termination.

13. 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.

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

IN WITNESS THEREOF, 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.

Robert Cantelmo, Mayor, City of Ithaca

Date

Rod Howe, Supervisor, Town of Ithaca

Date

Jason Leifer, Supervisor, Town of Dryden

Date

Linda Woodard, Mayor, Village of Cayuga Heights

Date

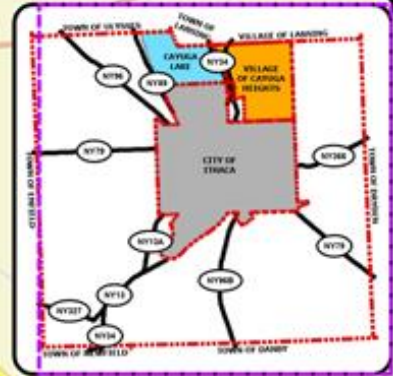
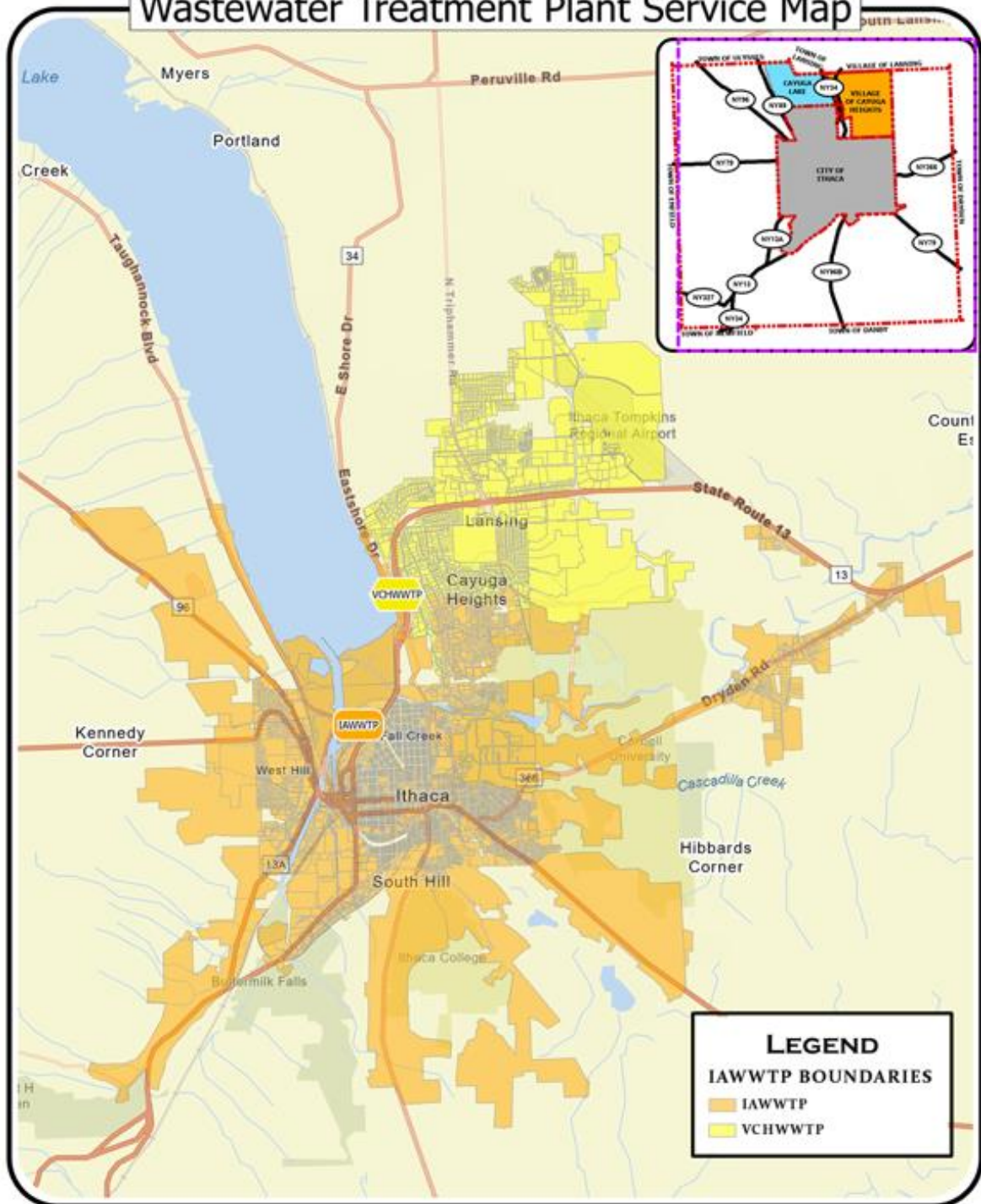
Ronny Hardaway, Mayor, Village of Lansing

Date

Ruth Groff, Supervisor, Town of Lansing

Date

Wastewater Treatment Plant Service Map



LEGEND

IAWWTP BOUNDARIES

- IAWWTP
- VCHWWTP

MAP CREATED: 4/23/2026 2:37 PM
 BY: TOWN OF ITHACA ENGINEERING DEPT
 SOURCE: TOI ENGINEERING
 NYS GIS CLEARING HOUSE

DISCLAIMER:
 ALL LOCATIONS AND
 BOUNDARIES ARE APPROXIMATE.

