

Southern Cayuga Lake Intermunicipal Water Commission

Bolton Point Water System

Towns of Dryden, Ithaca and Lansing

Villages of Cayuga Heights and Lansing

A Restated Agreement of Municipal Cooperation (AMC)

Entitled:

RESTATED AGREEMENT OF MUNICIPAL COOPERATION FOR CONSTRUCTION,
FINANCING AND OPERATION OF AN INTERMUNICIPAL WATER SUPPLY AND
TRANSMISSION SYSTEM

Dated / /201~~6~~5

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Method of Allocation of Commission
Liabilities and Assets and Payment of Water
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Lansing and Dryden

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Agreements Authorizing Water Supply to Non-member Municipalities in Accordance with Paragraph 18

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Bolton Point Water System Components

January 20, 2013

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~~Belton Point Water System Components
January 30, 2013~~

~~**GLOSSARY**~~

RESTATED AGREEMENT OF MUNICIPAL COOPERATION FOR CONSTRUCTION,
FINANCING, AND OPERATION OF AN INTERMUNICIPAL WATER SUPPLY AND
TRANSMISSION SYSTEM

THIS IS AN AGREEMENT of municipal cooperation (AMC), amended, restated, and consolidated as of ~~this~~ (date) , among the TOWN BOARD OF THE TOWN OF DRYDEN, Tompkins County, New York, on its own behalf and on behalf of all of the Town of Dryden water districts, (hereinafter referred to as "Dryden"); ~~τ~~ the TOWN BOARD OF THE TOWN OF ITHACA, Tompkins County, New York (hereinafter referred to as "Ithaca"); ~~τ~~ the TOWN BOARD OF THE TOWN OF LANSING, Tompkins County, New York, on its own behalf and on behalf of the Town of Lansing Consolidated Water District and all of its extensions (hereinafter referred to as "Lansing Town"); ~~τ~~ the VILLAGE OF LANSING (hereinafter referred to as "Lansing Village"); ~~τ~~ and the VILLAGE OF CAYUGA HEIGHTS, Tompkins County, New York (hereinafter referred to as "Cayuga Heights"); ~~τ~~ all of the parties hereto sometimes collectively or individually referred to hereinafter as "Member Municipalities" or "Member Municipality."

WITNESSETH:

WHEREAS, the Member Municipalities completed a study in 1972 of the desirability and feasibility of providing water

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services to the inhabitants of all or a part of each of the ~~Member~~
~~municipalities~~Municipalities, concluding that provision of such water
services was desirable and feasible; and

WHEREAS, the ~~Member~~ ~~municipalities~~Municipalities, in accordance
with an Agreement of Municipal Cooperation for Construction,
Financing, and Operation of an Intermunicipal Water Supply and
Transmission System (AMC), dated February 25, 1974, constructed and
presently operate and maintain a water supply and transmission system,
heretofore known as Project I and Project II and now known
collectively as the Bolton Point Water System (BPWS); and

WHEREAS, the indebtedness for construction of the original BPWS
has been satisfied; and

WHEREAS, the BPWS has, in accordance with amendments and
supplements to the AMC, expanded from time to time; and

WHEREAS, the ~~Member~~ ~~municipalities~~Municipalities believe that
expansion of certain or all components of the BPWS might be required
to continue to serve the customers of the ~~Member~~
~~municipalities~~Municipalities and potential customers in non-member
~~municipalities~~municipalities, and to provide for system reliability;
and

WHEREAS, the ~~Member~~ ~~municipalities~~Municipalities, pursuant to the
authority contained in Article 5-G of ~~the~~ General Municipal Law (GML)
of the State of New York and in Title 1-A of the Local Finance Law and
pursuant to authority granted generally to ~~Member~~

~~municipalities~~Municipalities and water districts, wish to provide for the continued operation and maintenance of the BPWS; and for addition, expansion, and replacement of components of the BPWS as needed; and for the financing of such component additions, expansions, and replacements; and

WHEREAS, all of the Member ~~municipalities~~Municipalities wish to further amend the AMC to reflect current circumstances; ~~and~~

NOW, THEREFORE, in consideration of the premises and provisions hereinafter set forth, the ~~Member parties hereto~~ ~~municipalities~~Municipalities mutually agree as follows:

1- Creation and Quorum of Commission. ~~There is hereby created~~ ~~an~~An executive body ~~to be~~ known as the "Southern Cayuga Lake Intermunicipal Water Commission" (hereinafter referred to as the "Commission") ~~was created pursuant to the original AMC dated February 25, 1974.~~ Said Commission ~~shall~~ consists of ten members. Each ~~Member party hereto~~ ~~municipality~~Municipality shall appoint two members to the Commission. Of the members so appointed, at least one member from each of the ~~Member parties~~ ~~municipalities~~Municipalities shall be from the governing body of the ~~Member appointing party~~ ~~municipality~~Municipality. A quorum shall consist of a majority of the appointed members of the Commission. Except as otherwise provided herein, by law, or by regulation of the Commission, the votes of a majority of the entire Commission membership shall be necessary for any affirmative action of the Commission. The members of the Commission shall serve at the pleasure of the appointing ~~Member party~~ ~~municipality~~Municipality.

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2 Officers of the Commission. The Commission shall elect its own
eChairman, vice Vice chairmanChair, secretarySecretary, and
treasurerTreasurer, provided, however, that the treasurerTreasurer
must be a fiscal officer of ~~one of the~~ Agent
~~municipalitiesMunicipality that is a party to this agreement.~~

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Duties of the Chair shall include presiding over Commission
meetings and assuring that the Vice Chair is available to preside over
Commission meetings from which the Chair is absent; calling for public
participation during Commission meetings when considered appropriate;
suggesting scheduling public hearings; ruling on passage or failure of
motions and resolutions brought before the Commission and voting on
any motion, resolution, or ordinance. Additionally, the Chair shall
ensure that all members of the Commission have an equal opportunity to
express their views during discussion of issues, appoint special
committees of the Commission and assign committee chair's
responsibilities, set the time and place for any special meetings of
the Commission, represent the Commission in public ceremony, issue
press releases as required or deemed necessary, and serve as public
spokesperson of the Commission and express approved policy of the
Commission when called upon. The Chair, with the assistance of the
General Manager, shall have the authority to contract, on behalf of
the Member municipalitiesMunicipalities, for the construction of any
new project and to solicit bids and enter into construction contracts
for same.

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The duties of the Vice Chair shall include performing all duties
of the Chair in the absence of the Chair. If for any reason the office

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of the Chair is vacant, the Vice Chair shall act in the place of the person until a new Chair is elected.

The duties of the Secretary shall include recording the actions of the Commission in regular or special meetings, preparing the agenda, receiving and preparing written correspondence, attesting the signature of the Chair on documents, certifying resolutions, receiving and filing statements, administering the oath of office to Commission members, if required, and performing other duties as directed.

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The duties of the Treasurer shall include directing the General Manager in preparation of investment and financial reports to the Commission, serving as Chief Fiscal and Budget Officer of the Commission, directing the General Manager in the preparation of the annual Financial and Audit report, and assuring compliance with the Commission's investment policy. The Treasurer shall assure that provisions of ~~the AMC~~this Agreement with respect to collection of revenues and payment of expenses are met. The Treasurer shall have primary authority to sign checks issued by the Commission and shall review and recommend to the Commission and to the governing board of the Member ~~municipality~~Municipality~~municipality~~ represented by the Treasurer payment of Commission warrants and approval of all annual budgets following approval by the Commission. The Treasurer shall have all the authorities of a chief financial officer of any Member ~~municipality~~Municipality in connection with the issuance of indebtedness, including the authority to negotiate for a private sale of statutory installment bonds on behalf of the Member ~~municipalities~~Municipalities, and the authority to arrange for the

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~~issuance of any bond anticipation notes or similar instruments. The governing board of the municipality from which the Commission Treasurer is selected shall have the responsibility and authority of approving all Commission warrants and annual budgets following approval by the Commission. A quorum shall consist of a majority of the appointed members of the Commission. Except as otherwise provided herein, by law, or by regulation of the Commission, the votes of a majority of the entire members present at any meeting Commission membership shall be necessary for any affirmative action of the Commission.~~

3 Powers and Duties of the Commission. The Commission, insofar as is permitted by law, shall have the following powers and duties:

~~(a)3.1-~~ The overall responsibility for and supervision of the construction, operation, maintenance, management ~~of~~, and repayment of indebtedness incurred for ~~Projects I and II~~ the BPWS. Without limiting the foregoing, the Commission shall:

~~(i)3.1.1~~ Arrange for engineering services, acquisition of necessary lands, easements, and rights of way, preparation of bid specifications, letting of bids, arranging and supervising construction, hiring of appropriate personnel or contracting with public or private corporations to manage, service and operate the ~~projects~~ BPWS, assessing to each party to this Agreement the portion of costs allocable to each party for the retirement of indebtedness and the costs of operation and maintenance in the manner hereinafter set forth, prepare budgets from which the foregoing assessments can be made, and provide for the

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acquisition of supplies, equipment, materials and labor necessary to construct, operate, and maintain ~~Projects I and II~~ the BPWS;

~~(ii) 3.1.2~~ Apply to the appropriate governmental authorities, including the United States Government, and the government of the State of New York, for such financial and other aid (including loans or grants) that may be available for ~~Projects I and II~~ the BPWS;

~~(iii) 3.1.3~~ Establish such rules and regulations as it deems advisable relating to the operation of ~~Projects I and II~~ the BPWS, including, without limitation, rules and regulations relating to required plumbing inspections prior to connection to the system, and rules for handling emergency breaks in lines served by ~~Projects I and II~~ the BPWS. Make connections or issue permits for connecting subject to the approval of the Member Municipality in the which which the connection is to be made;

~~(iv) 3.1.4~~ Provide for the enforcement of its rules and regulations; ~~and~~

~~(v) 3.1.5~~ In the event of breaks in lines (whether in lines included in ~~Projects I and II~~ the BPWS or lines served by the ~~projects~~BPWS) be empowered to shut off water to all or any part of a ~~Member municipalityMunicipalitymunicipality~~ pending completion of appropriate repairs by the Commission or by the ~~Member municipalityMunicipalitymunicipality~~ involved to the satisfaction of the Commission;~~;~~

~~(b) 3.2~~ To hire its own personnel or in lieu thereof to contract with any of the ~~parties hereto~~Member

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~~municipalities~~Municipalities or any other
~~municipality~~Municipality~~municipality~~ or governmental agency or
political subdivision for provision of personnel services, use of
equipment, use of supplies, etc., and the costs of such contract shall
be included in the cost of the operation of the ~~projects-BPWS~~ that
shall be assessable against the Member parties
~~heretomunicipalities~~Municipalities in the manner ~~hereinafter~~-set forth
in Appendix A;:-

~~(c)3.3-~~ To make capital improvements to the ~~projects-BPWS~~
~~before and after completion of initial construction~~ subject to the
approval and authorization of all the Member parties
~~heretomunicipalities~~Municipalities and any federal, ~~or~~ state, and
local agencies as may be required;:-

~~(d)3.4-~~ To call, arrange, and conduct hearings in regard
to the furnishing of water service and make determination of any
issues thereat; to provide for the making of necessary inspections and
the keeping of all records concerning the maintenance of ~~said~~
~~system~~the BPWS. The Commission shall make all necessary and required
reports, including those required by Article 3 of the ~~General~~
~~Municipal Law~~GML;:-

~~(e)3.5-~~ ~~By vote of a majority of the appointed members of~~
~~the Commission~~ To adopt regulations, by vote of a majority of the
appointed members of the Commission, as to the time of holding
meetings of the Commission and notice required therefor;:-

~~(f)3.6-~~ To collect the necessary information for
preparing and issuing bills for customers of the Commission and, at

the option of the Commission, for preparing and issuing bills for customers of the ~~Member municipalities~~ Municipalities ~~y parties hereto~~ in accordance with instructions received from each Member municipality ~~Municipality~~ ~~municipality~~;

~~(g)~~ 3.7. To contract to provide services for any one or more of the ~~Member parties hereto~~ Municipalities such as meter reading, maintenance of an individual Member municipality ~~municipality's~~ Municipality's water lines, and other services;

~~3.8.~~ 3.8. ~~The governing bodies of the respective Member municipalities~~ Municipalities may at any time delegate such other duties and responsibilities to the Commission as permitted by law and ~~as mutually agreed.~~ To perform reviews in accordance with the State Environmental Quality Review Act and make related determinations regarding the Commission's actions and projects.

3.9 ~~The governing bodies of the respective Member Municipalities may at any time delegate such other duties and responsibilities to the Commission as permitted by law and as mutually agreed.~~

4 ~~Designation of Agent Municipality~~ Municipality. If required by law to effectuate the purposes of ~~this Agreement~~ the AMC ~~this Agreement~~, the ~~Member parties hereto~~ Municipalities agree to designate one of the governing bodies of the ~~Member parties municipalities~~ Municipalities to implement certain provisions of this Agreement ~~the AMC~~ this Agreement by performing the following functions for the Commission: executing documents; acting as Employer of

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Record (including administration of payroll, benefits, acting as Civil Service and union liaison; assisting with hiring and termination actions, disciplinary actions, creating and dissolving positions, assisting with collective bargaining proceedings); coordinating insurance coverage; paying personnel; formally letting bids; and any actions that by law must be conducted by a governing body of a ~~municipalitymunicipalitymunicipalityMunicipality~~ and by law may not be conducted by or delegated to the Commission. Subject to the right to change same in the future by unanimous action of the ~~Member parties heretomunicipalitiesMunicipalities~~, the Town Board of the Town of Ithaca is hereby designated as agent for such purposes. Such designated ~~Member municipalitymunicipalityMunicipality~~ shall be reimbursed by the Commission for all costs incurred by such ~~municipalitymunicipalityMunicipality~~ in rendering such services including payroll and fringe benefit expenses. Such reimbursement shall be an expense of the Commission and shall be assessable against the ~~Member parties heretomunicipalitiesMunicipalities~~ in ~~the manner hereinafter set forth.~~accordance with ScheduleAppendix A, Paragraph I.

~~2. Financing of Initial Construction. The initial construction costs of Projects I and II have been financed by the issuance of joint indebtedness for each Project for which the joint faith and credit of the parties hereto except Lansing Village, has been pledged for the payment thereof.~~

~~Even though not expressly on said bonds, Lansing Village agrees to pay its share of such indebtedness as if it were an original party to said bonds. The bonds for the projects shall be repaid over 20~~

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~~years in the amounts set forth in the Bond Schedules for Project I and Project II annexed hereto. The total cost of Project I is not in excess of \$6,070,000. The total cost of Project II is not in excess of \$1,930.00. Principal and interest payment for both Projects shall be paid for jointly by all of the parties hereto and the debt allocated to the parties hereto, all as set forth in Schedule "A" annexed. Each of the parties hereto agrees to take all steps necessary to provide for repayment of such obligations, including, without limitation, authorization of appropriate resolutions by each of the governing boards of each of the parties hereto if not already accomplished, raising of the appropriate funds by taxation or otherwise, and all related matters. Further, each of the parties hereto agrees to pay its proportionate share of the principal and interest payments as set forth in the schedule annexed to this agreement, said payments to be made to the Treasurer of the Commission at such times as the Commission shall determine to permit payments to be timely made on the principal and interest of the indebtedness incurred for Projects I and II. The funds so received by the Treasurer Commission shall be paid to the bondholders or the paying agent for bondholders.~~

~~3. Financing of the Maintenance and Operation Costs of Projects I and II.~~ 2-5- Financing of the Maintenance and Operation Costs of the BPWS. Annually, on or before September 15 of each year, the Commission shall prepare a budget for the operation and maintenance costs of the BPWS, which shall be filed with the Commission's Treasurer and with the fiscal officers of each of the

~~Member parties hereto~~~~municipalities~~Municipalities. The Commission shall also estimate the revenues to be received for the coming fiscal year. Each Member ~~municipality~~~~municipality's~~Municipality's share of maintenance and operation costs for the next year shall be covered by that ~~municipality~~~~municipality's~~Municipality's water rents~~water sales~~ for that year so that each Member ~~municipality~~~~municipality's~~Municipality's share of maintenance and operation costs will automatically be allocated in the same ratio as the metered water consumed by that ~~municipality~~~~municipality's~~Municipality's customers to the total water produced by the BPWS, as outlined in ~~Schedule~~Appendix A-~~Paragraph~~ during the latest 12 month period ending on August 15. The Treasurer of the Commission shall pay the operating and maintenance costs out of the funds so received.

~~3~~~~6~~ Construction, Financing, and Operation of New Projects. ~~In the event that SCLIW~~the Commission determines the need for any new project, for which the Member ~~municipalities~~~~Municipalities~~, and ~~SCLIW~~the Commission have received a map, plan, and report prepared by an engineer duly licensed by the State of New York describing the proposed project; and the Member ~~Municipalities~~~~Municipalities~~, concur with such need and wish to provide for the construction, operation, and maintenance of the proposed project; and the Member ~~municipalities~~~~Municipalities~~ intend to finance any part of the cost of such project by issuance of joint and several bonds, such bonds to be paid from water ~~rents~~~~sales~~ revenue

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~~receipts; and the Member Municipalities, and SCLIW~~the Commission intend that ~~SCLIW~~the Commission contract for and oversee the construction and administer the operation, repair, and maintenance of such project; the following provisions ~~A-C(6.1 and 6.2)~~, shall apply:

~~A. SCLIW, in so far as is permitted by law, shall have all of the powers and duties delegated to SCLIW by the Municipalities as stated in Paragraph 1 of this Agreement in regard to the BPWS, as defined therein, in connection with all aspects of the development, implementation, construction, operation, administration, financing, maintenance and repair of any new project. Without limiting the foregoing, SCLIW, acting through its duly elected Chairperson or Vice-Chairperson, and with the assistance of the General Manager, shall have the authority to contract, on behalf of the Municipalities, for the construction of any new project and to solicit bids and enter into construction contracts for same, and the Treasurer of SCLIW shall have all the authorities of a chief financial officer of any member Municipality in connection with the issuance of indebtedness including the authority to negotiate for a private sale of statutory installment bonds on behalf of the Municipalities, and the authority to arrange for the issuance of any bond anticipation notes or similar instruments.~~

~~B. (1)6.1. The costs of construction of any new~~ project new project shall be financed by the issuance of not more than an amount approved by each of the five Member

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~~Municipalities~~ Municipalities of joint indebtedness for such project for which the joint faith and credit of the Member ~~Municipalities~~ Municipalities shall be pledged. The obligation for such indebtedness shall be allocated among the Member ~~parties~~ ~~hereto~~ ~~municipalities~~ Municipalities as stated in ~~Schedule~~ Appendix A, Paragraph I. in Paragraph 6.2. Each of the Member ~~Municipalities~~ Municipalities shall take all steps necessary to provide for repayment of such obligations, including, without limitation, authorization of appropriate resolutions by each of the respective governing boards of each of the Member ~~Municipalities~~ Municipalities, and the raising of the appropriate funds by taxation or otherwise, ~~and all related matters~~. It is the intention of the Member ~~Municipalities~~ Municipalities that the payment of principal and interest on said obligations shall be made by ~~SCLIWG~~ the Commission from its operating revenues as generated by the collection of ~~water rents~~ water sales revenue at the current, ~~uniform~~ water rates, to the extent that such revenues are available during the payment term. If the current operating revenues are insufficient in any one year to make the payments of principal and interest, each of the Member ~~Municipalities~~ Municipalities shall pay its proportionate share of the principal and interest in proportion to the amount of water consumed in each Member ~~municipality~~ municipality Municipality during the last twelve month period for which figures are available as ~~of August 15 each year~~ as outlined in ~~Schedule~~ Appendix A. Such payment shall be made to the Treasurer of ~~SCLIWG~~ the Commission at such times as ~~SCLIWG~~ the Commission shall determine, in order that payments are

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timely made on the principal and interest of the indebtedness incurred to finance such project. The funds so received by the Treasurer of SCLIW~~the Commission~~, shall be paid to the bond holders or to the paying agent for the bond holders.

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~~(2)6.2.~~ For the purposes of debt allocation as required by the Local Finance Law, the joint debt for the financing of any new project shall be allocated annually among the Member Municipalities~~Municipalities~~, in proportion to the water consumed by each of them from the SCLIWCBPWS water supply facilities as ~~during the last twelve (12) month period for which figures are available as of August 15 of each year~~ outlined in Schedule Appendix A. The allocation shall be determined by ~~SCLIW~~the Commission based upon such figures.

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~~C. Annually, on or before September 15 of each year, SCLIWC shall prepare a budget for the operation and maintenance costs of any new project which shall be filed with SCLIWC's Treasurer and with the fiscal officers of each of the Municipalities. SCLIWC shall also ascertain the amounts of water from the SCLIWC water supply facilities used in each municipality during the last twelve (12) month period preceding August 15 for which such figures are available. The operating costs of any new project shall be paid out of the operating revenues of SCLIWC. If such operating revenues are insufficient to pay the operating costs of the Project, SCLIWC shall allocate the costs of operation and maintenance of the project for the next year among the Municipalities based upon such water usage during such preceding twelve (12) month period. The Municipalities shall then pay their respective shares of such costs to the Treasurer of SCLIWC, who shall in turn pay the operating and maintenance costs out of the funds so received. The payments due to the Treasurer shall be made on January 1 following the August 15 date upon which the calculation is based, unless SCLIWC and the Treasurer consent in writing to a different date.~~

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~~3. Financing of New Capital Projects. [WILL DRAFT NEW PARAGRAPH USING RECENT AGREEMENT SUPPLEMENT AS A MODEL.]~~

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~~Annually, on or before September 15 of each year, the Commission shall prepare a budget for the operation and maintenance costs of Projects I and II which shall be filed with the Commission's Treasurer and with the fiscal officers of each of the parties hereto. The Commission shall also ascertain the amounts of water from the water supply facilities of Project I used in each municipality during the latest twelve month period for which figures are available preceding September 15 and shall estimate the revenues to be received for the coming fiscal year. The Commission shall allocate the costs for the next year among the parties hereto based upon such water usage during said preceding twelve month period or, in the alternative, the Commission may charge each municipality based upon actual consumption as the same occurs during the fiscal year, or, the Commission may adopt a combination of the above. However, if the Commission adopts some combination of the foregoing, it shall be a reasonable effort to fairly allocate the costs between the participating municipalities. The parties shall raise their share and then pay to the Treasurer of the Commission their~~

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~~allocable share of such expenses as so determined in the manner set forth in Schedule "A." The Treasurer of the Commission shall pay the operating and maintenance costs out of the funds so received.~~

~~7 6.37. Expansion of the BPWS Treatment Plant. The BPWS is permitted by the NYS Department of Environmental Conservation to withdraw up to 12 MGD of water from Cayuga Lake. The treatment plant itself was designed to process up to 9 million gallons per day (MGD). The Tompkins County Health Department (TCHD) permits the processing at a rate of up to 6.75 MGD, based primarily on the plant's filtration capacity. While current production is consistently below the TCHD limit, a future increase in production may be required. If at any time the average monthly production meets or exceeds 4.5 MGD, the Commission shall immediately begin to formulate a plan to expand the treatment plant's capacity. This plan shall consider both the technical and financial factors of the expansion and shall be processed in accordance with Paragraph 6. Construction, Financing, and Operation of New Projects.~~

~~47 8. Surplus or Deficits Fund Balance Surplus or Shortage. If the total revenues received by the Commission result in a surplus over and above a reasonable amount reserved for contingencies, the surplus shall be refunded at the end of the fiscal year to the municipalities in proportion to the amounts paid to the Commission by each municipality during the fiscal year or, at the Commission's option, shall be applied against amounts due from each municipality in~~

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~~the ensuing fiscal year. If the amounts collected from each municipality result in a deficit, the Commission shall first use any surplus funds from any prior year to cover such deficit, and if there are no surplus funds, such deficit shall be paid by each of the parties hereto in proportion to such water consumed within each municipality during the preceding fiscal year as set forth with debt proportion in paragraph 23. on Schedule "A." The parties hereto agree to raise the funds required for each of their own shares as determined by the Commission and to pay the same in timely fashion. Without limiting the foregoing, the parties hereto agree to take such steps as may be appropriate or legally necessary to assess the real estate of each of the municipalities or to establish water rent surcharges or water rate surcharges sufficient to raise the funds necessary to pay each party's allocable share of the operating and maintenance expenses. Even if the party contests the allocation of a deficit to it, each party agrees to pay the amount so allocated at the time determined. The party so paying may reserve his its rights to challenge such allocation by stating at the time of payment, in writing to the Treasurer of the Commission, that such payment is made under protest and the basis for the protest. Thereafter, notwithstanding such payment, the party may take any legal steps to implement review of such party's allocation.~~

~~A.7~~ ~~§7.1~~ ~~Surplus.~~ If the total revenues received by the Commission result in an operating fund balance over and above a reasonable amount to be used for operations, ~~and~~ maintenance, and contingencies, the Commission may place such surplus monies in one or

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~~more funds such as a capital replacement fund. Additionally, the Commission may establish other funds in which to place such surplus monies. Such additional funds may include, a rate stabilization fund, a capital improvement fund, and/or a capacity expansion fund.~~

~~B. 7.2 Deficits~~ Fund Balance Shortage. If the total revenues received by the Commission result in a fund balance below a reasonable amount to be used for operations, and maintenance, and contingencies, the Commission shall, to the extent possible, make up such shortfall from a rate stabilization or other appropriate fund. If replenishing the operating fund balance to a reasonable level from another Commission fund is not possible, the Commission shall ~~borrow~~ collect the necessary monies from the ~~m~~Member ~~municipalities~~ Municipalities in proportion of such water consumed during the latest fiscal year for which data is available as set forth for debt allocation in Schedule Appendix A. Such make-up of fund balance shortages shall be deemed a payment, not a loan. If a ~~M~~member ~~municipality~~ Municipality ~~municipality~~ is unable to raise its ~~pro~~portion of the ~~deficit~~ fund balance shortage, it may make its own arrangements with another ~~M~~member ~~municipality~~ Municipality ~~municipality~~ or lending institution to cover that share of the ~~deficit~~ fund balance shortage. The ~~Member parties hereto~~ ~~municipalities~~ Municipalities agree to raise the monies required for each of their own shares as determined by the Commission and to pay the same in timely fashion. ~~†~~ Without limiting the foregoing, the ~~Member parties hereto~~ ~~municipalities~~ Municipalities agree to take such steps as may be appropriate or legally necessary to

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assess the real estate of each of the Member municipalities or to establish water ~~rents~~ sales surcharges or water rate surcharges sufficient to raise the funds necessary to pay each party's allocable share of the operating and maintenance expenses. Even if the Member party municipality contests the allocation of a ~~deficit~~ fund balance shortage to it, each Member party municipality agrees to pay the amount so allocated at the time determined. The Member party municipality so paying may reserve ~~his~~ its rights to challenge such allocation by stating at the time of payment, in writing to the Treasurer of the Commission, that such payment is made under protest and the basis for the protest. Thereafter, notwithstanding such payment, the party may take any legal steps to implement review of such party's allocation. ~~+(SEE BRACKETS ABOVE. ORIGINAL LANGUAGE SAYS THAT DEFECIT MAKEUP SHALL BE A PAYMENT BY THE MEMBERS, NOT A LOAN. IF THIS IS TO BE A LOAN, NEED TO CONSIDER ELIMINATING BRACKETED LANGUAGE.)~~

8 ~~59~~ 9. Determination of Water Consumed. ← Formatted: Line spacing: Double, Tab stops: 0.06", Left For the purpose of this Agreement, whenever reference is made to water consumed within a Member municipality, the water referred to shall be only the water supplied by the BPWS. ~~from the water supply facilities referred to in Project I. Water consumed within a municipality but derived from other sources in operations January 1, 1978 shall be excluded in all computations required hereunder. No new public source of water in the then Commission service area shall be activated by any member municipality until the seven million dollar~~

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~~bond issue for Projects I and II the BPWS has been paid in full, or until the capacity of the Bolton Point system has been exceeded, whichever occurs first. It is anticipated that m~~ Meter installations shall be made for the purpose~~s~~ of monitoring water received from the system by ~~consumers~~ customers. The consumption of water within each of the ~~Member municipalities~~ Municipalities ~~to be ascertained~~ to determine the amount payable by each ~~Member community municipality~~ Municipality shall be based upon the readings of such meters. If meters are inoperable or not available, such determination shall be based on estimate~~s~~s of consumption obtained pursuant to standards established by the Commission as set forth in the most recent revision of the "BPWS—Rules and Regulations of the Southern Cayuga Lake Intermunicipal Water Commission," p 40, #2VII 5.b. (2) (p.41)." Each party hereto agrees to deliver such of its records pertaining to its own water systems (including readings) as the Commission may request to enable the Commission to make the foregoing determinations. The Commission may, at its option, read meters directly. Further, at the Commission's option, master meters may be installed at points of connection of the Commission's transmission lines ~~of each Project~~ to the distribution lines owned by each ~~Member municipality~~ Municipality for the purpose of determining water consumed within each ~~Member municipality~~ Municipality. ~~If the Commission elects~~ At the Commission's discretion, the readings of such master meters may be substituted for the readings on ~~consumers~~ customers' meters.

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~~9.)~~ ~~10.8.1.~~ Delineation of Responsibility of Costs of Work and Services Performed by ~~SCLIW~~the Commission. The responsibility of the costs of work and services performed by ~~SCLIW~~the Commission shall be as follows:

~~8.)~~ ~~109.1-~~ Work and services provided by ~~SCLIW~~the Commission covered by ~~water rents~~water sales revenue, revenue:

~~1.)~~ ~~109.1.1~~ Water quality testing as required to meet New York State Department of Health (NYSDOH) standards;

~~2.)~~ ~~109.1.2~~ Routine operating, monitoring, and minor maintenance activities associated with the ~~M~~municipal water distribution system, including monitoring of valves, hydrants, pressure reducing valves, and control valves in accordance with procedures established by the Commission and accepted by the Member MunicipalityMunicipality; municipality;

~~3.)~~ ~~109.1.3~~ Monitoring and maintaining the telemetry ~~withi~~n owned by the BPWSCCommission;

~~4.)~~ ~~109.1.4~~ Developing specifications for and overseeing customer meter settings;

~~8.1.1~~ ~~109.1.5~~ Maintaining the Commission-owned meter and tail pieces of each ~~M~~municipal customer; customer-installed meter and tail pieces are dedicated to the BPWS upon final BPWS inspection of the initial service line and meter installation;

~~6.)~~ ~~109.1.6~~ Securing water meter readings for regular and adequate billings;

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~~8.1.1.~~ ~~109.1.7~~ Billing Municipal customers for water consumption and sewer charges based on water consumption, and the Member MunicipalityMunicipalitymunicipality, for total water consumption and other chargeable services; performing sewer billings and related accounting services as requested; ~~performing sewer billings and related accounting services as requested. [Future: customer chargeable services to be billed to customers.]~~

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~~8.1.1~~ ~~9~~ ~~10.1.8~~ Recordkeeping of billings, infrastructure changes and extensions, repairs, service events, and operational history;

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~~8.1.1.~~ ~~109.1.9~~ Providing verbal and written distribution system status reports to the Member MunicipalityMunicipality; municipality;

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~~10.)8~~ ~~109.1.10~~ Performing water line mark-outs in accordance with Dig Safely New York (DSNY) criteria;

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~~11.)~~ ~~109.1.11~~ Maintaining BPWS-owned master (transmission main connection) meters. Member MunicipalityMunicipalitymunicipality will install master meter settings in accordance with BPWS master meter assembly specification;

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~~12.)8~~ ~~109.1.12~~ Payment of Christopher Circle, Burdick Hill Road, and Hungerford pump station electric bills for pump stations that serve not more than one Member municipalityMunicipality;

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~~12.)8~~ ~~109.1.13~~ Maintaining the following distribution system divisional valves connecting to the City of Ithaca

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distribution system: G0110M at Triphammer Road and Brook Lane; G0220M at Wyckoff Road and Highland Road.

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109.2 Work and services performed by the Commission and paid for by the Member Municipality or customer and not covered by water rents revenue. Work and services to be charged using the latest Commission-approved schedule at Commission rates and fees in effect when work or service is performed):

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1.) 101 Issuing and administrating water connection permits in accordance with the latest Commission-approved fee schedule (customer is billed directly).

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2.) 102 Administrating the Cross Connection Control Program in accordance with the latest Commission approved fee schedule (customer is billed directly).

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3.) 103 Providing a limited category of repairs to customer owned property in accordance with the Commission-approved fee schedule (customer is billed directly).

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4.) 8 109.2.411.4 Providing sufficient personnel to supervise repairs of Municipal water distribution system failures; (Municipality is billed).

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5.) 8 109.2.521.5 Upon request by the Member Municipality, providing for other than routine

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~~municipal water distribution system; (Municipality is billed).~~

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~~6.) 109.2.631.6. Providing other than business hours emergency response outside BPWS business hours to reported service interruptions of the municipal water distribution system according to established service standards SCLIWC Distribution Department Standards of Service (Municipality is billed).";~~

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~~7.) 109.2.741.7. Monitoring and maintaining municipal water distribution system telemetry not within the BPWS owned by the Commission; (Municipality is billed).~~

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~~8.) 109.2.851.8. Providing construction observation under municipal supervision as requested, and bacteria testing of water system extensions and replacements; (Municipality is billed).~~

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~~10.2.9. Providing outside sewer service inspections except connections to the Village of Cayuga Heights sewer system (customer is billed directly).~~

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~~10.2.10. Conducting NYS Building Code inspections of all internal plumbing in accordance with applicable NYS building code and administrating the associated permits (Municipality may opt out of this item) (customer is billed directly).~~

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~~109.2.116. Providing services not otherwise specified herein as requested by the Member~~

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~~Municipality, municipality, and within BPWS, the Commission's ability to perform upon majority vote of the Commission prior to initial implementation; (Municipality is billed).~~

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~~109.3~~ Work and services performed by the Commission and paid for by individual customers of the Member Municipalities, using the latest Commission-approved fee schedule:

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~~109.3.1~~ Issuing and administering water connection permits;

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~~109.3.2~~ Administering the Cross-Connection Control Program;

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~~109.3.3~~ Providing a limited category of repairs to customer-owned property;

~~109.3.4~~ Providing building sewer lateral connection inspection except connections to the Village of Cayuga Heights system;

~~109.3.5~~ Conducting New York State (NYS) Building Code inspections of all internal plumbing in accordance with the applicable NYS building code and administering the associated permits (Member municipality/Municipality may opt out of this item).

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~~109.34~~ The following will be provided and paid for by the Member Municipality/Municipality/municipality:

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~~109.34.1~~ Distribution system replacements, improvements, and extensions in accordance with American Water Works Association (AWWA), New York State Department of Health (NYSDOH), and BPWS standards;

~~109.34.2~~ Adequate labor, materials, and equipment to effect make timely repairs of municipal distribution system leaks and other deficiencies so as not to unduly waste

BPWS Commission water or ~~jeopardize~~ jeopardize the safe operation and integrity of the BPWS and ~~M~~municipal water systems; ~~;~~

~~109.34.3~~ Enforcement of appropriate local, state, and federal rules and laws governing the supply of potable water and interior building plumbing; ~~;~~

~~109.34.4~~ Payment for the costs associated with extraordinary water leakage monitoring, locating, and control throughout the ~~m~~municipal system (other than the routine water leakage monitoring in ~~5A.a.2, above~~ Paragraph ~~109.4.5~~;) that is performed after consultation between the ~~Member Municipality~~ Municipality municipality and ~~SCLIWG~~the Commission; ~~;~~

~~109.34.5~~ Commission-~~a~~Approved master meter ~~settings~~ installations (piping, valves, vaults, and appurtenances as necessary) in those locations necessary to properly ~~perform~~ monitor water ~~audits~~ demand, after consultation between the Municipality and ~~SCLIWG~~ to agree upon methods and timing; ~~;~~

~~109.34.6~~ Collection ~~administration~~ of BPWS billings in ~~Member Municipality~~ Municipality municipality.

~~69~~ ~~101~~. Assignment of Personnel. If the Commission shall contract with any of the ~~Member municipalities~~ Municipalities for personnel services, any personnel of any ~~Member municipality~~ Municipality municipality assigned to perform such services shall continue to be employees of the ~~Member municipality~~ Municipality municipality from which they are assigned. All

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personnel so assigned and engaged in the operation or maintenance of ~~Project I or Project II~~the BPWS shall possess the same powers, duties, immunities and privileges they would ordinarily possess if they performed their duties for and in the Member municipalityMunicipalitymunicipality by which they are employed. To the extent required by law, the applicable Civil Service rules and regulations shall be observed. Services provided by mMunicipal personnel to ~~SCLIW~~the Commission- might include, but not be limited to, elerial workservices such as hHuman rResources and financial administration; and operation and maintenance of the BPWS. ~~[THIS PARAGRAPH NEEDS CAREFUL LEGAL REVIEW TO ASSURE INSURANCE COVERAGE.]~~

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121 Responsibility for Damage Claims and Insurance.

In the event any liability is asserted against any of the Member parties heretomunicipalitiesMunicipalities arising out of the construction, operation, or maintenance of the BPWS, the Member partiesmunicipalitiesMunicipalities shall be severally liable for the defense and payment of such claims, the proportions being in accordance with ScheduleAppendix A, Paragraph I. The Commission, or any one of the Member municipalitiesMunicipalities, may place or take out appropriate insurance against any such possible liability for protection and benefit of the BPWSCommission and each individual Member municipalityMunicipalitymunicipality, and the premiums for any such Commission Project Iinsurance policy are allocable among the Member municipalitiesMunicipalities in accordance with ScheduleAppendix A.

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~~The Commission, or any one of the municipalities, may place or take out appropriate insurance against any such possible liability for protection and benefit of the BPWS and each individual municipality, and the premiums for any such insurance coverage shall be an obligation chargeable against the BPWS, the cost thereof to be apportioned during the construction period in accordance with the debt allocations, and thereafter to be included in the costs of the operation and maintenance of the BPWS and included in the budget assessed against each municipality each year in the manner set forth above.~~

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~~8711-123- Title to Real Estate and Easements and Future Real Estate and Easement Costs Incurred by Member MembersMunicipalities. —~~

~~Title to the real estate and easements used in Projects I and IIthe BPWS has been ~~or will be taken~~ by the Town of Ithaca, as the Agent ~~municipality~~Municipality, acting on behalf of itself and the other Member ~~municipalities~~Municipalities, jointly associated through the Commission, pursuant to Article 5-G of the GML; each holding an undivided interest as outlined in ~~Schedule~~Appendix A. Real estate titles and interest acquired in the future shall be held by the Town of Ithaca as Agent for the Commission, the Member ~~municipalities~~Municipalities holding undivided interest in the same proportion. ~~in the names of Dryden, Ithaca, Lansing Town, Lansing Village, and Cayuga Heights, jointly, each holding an undivided interest in proportion to the water consumed by each of them from the SCLIWC water supply facilities during the last twelve (12) month period~~~~

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~~for which figures are available as of August 15 of each year~~Paragraph

~~The Municipalities shall hold undivided interest in future real estate titles and easements in the same proportion. Titles to real estate and easements used by the BPWS shall be held by the Town of Ithaca as Agent for SCLIWC, commensurate with the interest of each municipality in the respective Projects.~~ All real estate and easements obtained in

connection with either Project I or Project II the BPWS shall be held and used for the joint water supply plant and related facilities, transmission lines and pumping stations, and shall be used only for the purposes of Project I and Project II the BPWS unless all of the parties

holding title plus Lansing Village the Member municipalities Municipalities agree otherwise. This limitation of use shall be binding upon the Member parties

hereto municipalities Municipalities and any of their successors in interest. There is hereby assigned to Lansing Village an undivided interest in all the real property contained in Project I, the amount of such interest to be commensurate with Lansing Village's interest in Project I. After execution of this Agreement, the Member

parties municipalities Municipalities individually may incur additional real estate- and easement-related expenses relative to the BPWS with the consent or approval of the other Member

parties municipalities Municipalities to this agreement. All of said costs shall be deemed to be costs of the BPWS and shall be reimbursed to the respective Member parties municipalities Municipalities paying same upon presentation of an appropriate voucher therefore therefore,

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and where necessary, appropriate documents of title transferring title of real estate, surveys, and appraisals, to the Member parties~~municipalities~~Municipalities jointly in the manner set forth above.

The road known as the Lake Access Road leading from Blackchin Boulevard to the water intake point on Cayuga Lake, and all appurtenances to said road, have been transferred to the Village of Lansing as set forth in the "Southern Cayuga Lake Intermunicipal Water Commission--Village of Lansing Intermunicipal Agreement," dated May 9, 2012,~~attached to this Agreement as Appendix~~. All rights of use, maintenance responsibilities, and liabilities shall be as set forth in the May 9, 2012 at Agreement.

~~112~~134. Tax Exemption. To the extent permitted by law, each party agrees to take such steps as may be necessary to exempt from real property taxation any of the real property, real property improvements, easements, pipelines, filtration plant, or other facilities associated with Projects I or II~~or the~~ BPWS used by the Commission located within the municipal boundaries of such party, and further agrees, to the extent permitted by law, not to assess or levy taxes against such properties.

~~9. Pre-Agreement Costs. Prior to the execution of this agreement, Lansing Town has acquired certain of the real estate necessary for the water supply station and has incurred costs for the purchase price of such real estate and engineering services of Thomas~~

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~~G. Miller related thereto. Other municipalities have incurred expenses to Lozier Engineers, Inc. and legal expenses in connection with the study of the feasibility of the project and applications for approval of the project from appropriate governmental authorities and land acquisition expenses. After execution of this agreement, the parties individually may incur additional expenses relative to Projects I and II the BPWS with the consent or approval of the other parties to this agreement. All of said costs shall be deemed to be costs of the project and shall be reimbursed to the respective parties hereto paying same upon presentation of appropriate voucher therefor, and where necessary, appropriate documents of title transferring title of real estate, surveys and appraisals, to the parties jointly in the manner set forth above. Such reimbursement shall be out of the proceeds of the joint indebtedness incurred hereunder.~~

~~The road known as Bolton Road leading from Route 34 to the water intake point on Cayuga Lake, and all appurtenances to said road, shall be paid for jointly by all municipalities in accordance with the financing allocation for Project I. The completion of the road shall be in accordance with the terms and conditions of the agreement between the Town of Lansing and Lucie G. Bolton, dated June 28, 1967, and in accordance with the Town of Lansing specifications in effect February 25, 1974. Such road shall be maintained and plowed by the Commission for the Commission's own use until the earlier of the following events at which time the road shall be conveyed to Lansing Village, and Lansing Village agrees to accept same.~~

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~~(a) The reasonably regular use of the road for ingress and egress by any person or entity other than the Commission; or~~

~~(b) January 1, 1985.~~

~~From and after such date, the obligations for maintenance and snow plowing shall be the obligation of Lansing Village.~~

~~In the event that the road on such date is not then in the Municipal boundaries of Lansing Village, the obligations to accept said road shall be the obligations of the municipality (such as the Lansing Town) within whose boundaries said road shall then be located.~~

~~10. Responsibility for Damage Claims. In the event any liability is asserted against any of the parties hereto arising out of the construction, operation, or maintenance of Project I and Project II, the parties shall be severally liable for the defense and payment of such claims, the proportions being in the same proportion as the debt is allocable to each party. The Commission, or any one of the municipalities, may place or take out appropriate insurance against any such possible liability for protection and benefit of the Project and each individual municipality, and the premiums for any such Project II is allocable between the parties. The Commission, or any one of the municipalities, may place or take out appropriate insurance against any such possible liability for protection and benefit of the Project and each individual municipality, and the premiums for any such insurance coverage shall be an obligation chargeable against the Project, the cost thereof to be apportioned during the construction period in accordance with the debt allocations, and thereafter to be~~

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~~included in the costs of the operation and maintenance of the project and included in the budget assessed against each municipality each year in the manner set forth above.~~

~~1115.) Duration of Agreement. This agreement shall continue in force until such time as the bonds issued by the municipalities for the construction of said Projects have been fully paid, satisfied and discharged, and shall continue thereafter until further agreement of all the parties hereto. This agreement may be modified at any time by unanimous agreement of all parties hereto.~~

~~1214-16~~

~~145.) Accounting and Bonding. Such fiscal officers and such other employees as the Commission may determine and in any event any Commission members or employees~~The Commission may require fiscal officers and other Commission members or employees who handle funds ~~shall before receiving any moneys~~ on account of ~~Project I or Project II~~the BPWS Commission to give a corporate surety bond for the faithful performance of their duties and a full accounting for all Commission moneys ~~monies of either project~~the BPWS handled by them, in such amounts as the Commission shall prescribe and which bonds shall be approved by the Commission as to form and sufficiency of surety. An endorsement on an existing surety bond meeting the requirements set forth above shall be sufficient.

~~1317.) Settlement of Disputes. Any disputes between the parties hereto arising out of the application or interpretation of this~~

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~~agreement shall be submitted for declaratory judgement to the Supreme Court of the State of New York in Tompkins County, New York.~~

~~1416.) Further Documents. It is the purpose and intent of the parties hereto municipalities to make available an adequate supply of potable water to the aforesaid municipalities. To this end the parties hereto municipalities agree to cooperate fully in acting jointly by and through this agreement of Municipal cooperation AMC pursuant to Article 5C of the General Municipal Law. To provide the necessary authority for the financing, construction and supervision to accomplish such purposes, the parties hereto municipalities pledge themselves and agree amongst themselves to amend or supplement this agreement in the future in any way desirable to provide additional authority which may be deemed necessary to adequately and properly create, construct, maintain and operate the said projects the BPWS.~~

~~15.) Illegality of Part. In the event that there shall be a final adjudication that any provision or provisions of this agreement is, are or shall be invalid, illegal or contrary to public policy, such adjudication shall not affect any of the other provisions of this agreement, and such other provisions shall continue in full force and effect.~~

~~161519.) Additional Parties Hereto. Refer to Paragraph 8 of Document 9. The parties hereto are aware of the desire of the City of Ithaca to provide for an alternate source of water and of the possible interest of the City of Ithaca to become a part of Project I and Project II the BPWS. Should the City of Ithaca evidence in a formal~~

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~~manner interest in becoming a party to this agreement, the parties hereto agree to consider such interest and to include the City of Ithaca as a party to this agreement upon the agreement of the City of Ithaca to share its proper cost of construction, land acquisition, rights of way, engineering and legal expenses, debt service, and operation and maintenance and other costs of the projects to be constructed in accordance herewith. Such addition of the City of Ithaca to this agreement may be evidence by the execution of a supplemental agreement modifying such provisions of this agreement as may be necessary to reflect the participation of said City.~~

~~Nothing herein is intended to exclude any other municipality from becoming a participant in the water supply system.~~

~~Should the City of Ithaca, Cornell University, or any other entity, evidence in a formal manner interest in becoming a party to this agreement, the parties hereto agree to consider such interest and possibly include such entity as a party to this agreement if all of the parties, including the existing parties to this agreement and the entity seeking to become a party, are able to reach agreement on a basis for such entity to become a party hereto. Such consideration may include, but is not limited to, an appropriate share payable by such entity for the costs of construction, operation, maintenance, and financing, whether previously or presently incurred, the legality of entering into an agreement with such entity, and the impact the inclusion of such additional entity would have upon the ability of the Commission to act as a municipality, including the ability to issue~~

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~~bonds that are free from income taxation. The inclusion of such additional entity, if approved by all parties, shall be evidenced by the execution of a supplemental agreement modifying such provisions of this agreement as may be necessary to reflect the participation of such additional entity. Nothing herein is intended to exclude any other entity from becoming a participant in the water supply system, provided the member Municipalities all concur in such participation. Further, nothing herein is intended to preclude the exchange of water services in relatively small areas among the BPWS and other water systems, such as the City of Ithaca and Cornell University.~~

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~~15A19 Provision of Emergency Water. Nothing herein is intended to preclude water being supplied to any other municipality or entity, such as the City of Ithaca or Cornell University, on an emergency basis upon terms and conditions (including payment) as may be agreed upon between the receiving entity, the Commission, and any Municipality through which water may flow from the Commission facilities to the water lines of the receiving entity, provided that at such times the Commission has adequate capacity to provide such water.~~

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~~17161820 156. Future Water Districts. Future Water Districts in Dryden and Lansing Town. The parties agree that should new water districts be formed within the Municipal boundaries of Dryden and Lansing Town, and should such new district elect, water may be supplied to such districts from or through Projects I and II the~~

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~~BPWS provided, however, that said districts by supplement to this agreement agree to pay their proportionate share of the costs of operation and maintenance and principal and interest in the manner set forth in this agreement. The amount of such payments shall be agreed to by all parties to this agreement prior to the execution of such supplemental agreement. The Member parties municipalities Municipalities agree that,~~

~~should new water districts be formed within the municipal boundaries of Dryden and Lansing TownBPWS, or should a district be enlarged or extended, and should such new, enlarged, or extended~~

~~district elect, water may be supplied- to such districts from or through Projects I and IIthe BPWS provided that the CommissionBPWS~~

~~has available water supply and transmission capacity to serve such districts, and provided, however, that the governing board of the~~

~~Member municipalityMunicipalitymunicipality, in which said districts is located executes a document, an Agreement in form satisfactory~~

~~to the Commission- and counsel- to the Commission -pursuant to which such districtthe Member municipalityMunicipalitymunicipality:~~

20165.1 — Describes the area of the district enlargement

~~or extension -to be served;~~

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~~20165.2~~ Agrees to pay (as part of the overall collections by Dryden or Lansing Town or directly to the Commission) its the proportionate share attributable to the new district, or, district enlargement, or extension, of the costs of operation and maintenance and principal and interest in accordance with the formulae or other direction as then in effect with respect to all of the member municipalities of the Commission, Schedule Appendix A; and

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~~165.3~~ Agrees that the new district, or district enlargement, or extension shall be to be bound by all of the rules, regulations, local laws, plumbing codes, and other similar rules, regulations, and laws in effect at the time governing the supplying of water by the Commission's facilities and governing the supply of water within the area served by the Commission; and within the area served by the Commission.

20 ~~165.4d)~~ Agrees that its governing boardthe Commissioners of the Member municipalityMunicipality shall be the district's representation to the Commission.

~~165.5~~ A copy of such certificateagreement indicating the name and the town in which such water district is located, signed by the Chairperson, President or other Chief Officer of the Town Supervisor, municipality'sdistrict's governing entity, shall be delivered to the Chairperson of the Commission with copies to the Town and/or Village Clerks of each of the five Member municipalitiesMunicipalities. The Chairperson of the Commission shall submit the certificate to the next regularly scheduled meeting of the Commission at which, if the Commission has adequate water supply capacity, the Commission shall vote on supplying

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~~water to such district. If approved, the date of such approval (or such later date as may be agreed to by the Member districtmunicipalityMunicipality and the Commission) shall be the date on which the new district shall be considered to be covered by the Intermunicipal AgreementAMCthis Agreement. From such date on, the district shall be subject to the Intermunicipal Agreement AMC termsthis Agreement, and subject to the rules, regulations, and laws governing the Commission and the supplying of water by the Commission.~~

~~181719.)21 167. Connections Chargesand Connection Charges.
176.1 No connection shall be made or permitted by the Commission to an ultimate consumerindividual customer in any Member municipalityMunicipality party to this agreement without approval of the Member municipalityMunicipality in which the connection is to be made.~~

~~176.2 Historically, in accordance with the AMC, the Commission has collected connection charges when certain properties were connected to municipal water distribution systems served by the BPWS. These properties are in water districts, district extensions, and district enlargements created after the completion of the original BPWS. It was intended that the proceeds of the connection charges would be applied to retirement of debt incurred on behalf of the BPWS. The municipalitiesMunicipalities hereby agree that the connection charges shall be suspended as of the date of execution of this~~

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~~Agreement. The municipalitiesMunicipalities further agree that the Commission shall have the authority to re-implement such connection charges. If re-implemented, connection charges shall be calculated using ScheduleAppendix C to define connection charge units, or any other method permitted by law and mutually agreed upon by the municipalitiesMunicipalities. The proceeds of such connection charges shall be applied to pay down principle and interest on joint indebtedness incurred due to expansion projects of the BPWS, capital replacement projects, and any purpose authorized by CML. It is anticipated that extensions Extensions to existing water mains outside of existing water districts may have been made which will have benefitted additional property owners, water districts may have been enlarged, and/or new water districts may have been created after the completion of Projects I and IIthe original BPWS. It is anticipated that such district extensions, enlargements, and creations will continue. The parties hereto have previously agreed to pay to the Commission for each unit served by such extended water main or enlarged water district or new water district, in addition to all other charges, taxes and assessments, a connection charge to be payable to the Commission at the time of connection of each property owner and to be computed as follows: \$250 per connection charge unit as determined by Schedule B annexed hereto. The parties hereby agree that the connection charges shall be suspended as of the date of execution of this Agreement. The parties further agree that SCLIWC shall have the authority to reinstate such connection charges.~~

~~(a) If such connection occurs before January 1, 1978, there shall be no charge.~~

~~(b) If such connection occurs after December 31, 1977, but before January 1, 1979, the charge will be \$25.00.~~

~~(c) If such connection occurs after December 31, 1978, but before January 1, 1987, the charge shall be \$25.00 plus an additional amount equal to \$25.00 multiplied by the number of full years that have passed since December 31, 1978 (e.g., if the connection occurs in June of 1981, the charge will be \$75.00).~~

~~(d) If such connection occurs after December 31, 1986, the charge shall be \$250.00.~~

~~The connection charges collected hereunder shall be applied to reduce the funds required for principal and interest on the joint indebtedness incurred hereunder due to expansion projects of the BPWS and/or capital replacement projects within the BPWS.~~

~~If reinstated, A a connection charge shall be made for each unit as determined by Schedule B annexed hereto.~~

~~The parties hereto, by mutual agreement, may increase, reduce or eliminate the connection charge, or alter the definitions of units set forth in Schedule B.~~

~~The parties may assess the connection charge directly against the property owner, or pay the charges out of general revenues, or obtain the funds in any manner permitted by law. AlternativelyIf connection charges are re-implemented, the partiesmunicipalitiesMunicipalities authorize SCLIWthe Commission to collect connection charges directly~~

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~~from property owners in extended, enlarged, and new districts when the owner applies for a water connection permit.~~

~~Nothing contained herein shall limit the authority of each municipalityMunicipalitymunicipality to impose additional connection charges on consumerscustomers within their jurisdiction for any lawful purpose.~~

~~No connection shall be made or permitted by the Commission to an ultimate consumer in any municipality party to this agreement without approval of the municipality in which the connection is to be made.~~

~~10A17A19.1.)176822. Provision of Water and Services to Town of UlyssesNon-Member MunicipalitiesMunicipalities.~~

167.1 Notwithstanding any other provision of this ~~a~~Agreement, in so far as is permitted by law, the Commission may provide ~~up to a~~ maximum of 162,000 gallonswater to a ~~member municipalityMember MMunicipalitymunicipality~~ ("Supplier") to be transmitted through the Supplier's water distribution system to a non-member ~~municipalitymunicipalitymunicipality~~ ("Receiver"). Such supply of water shall be the subject of an ~~intermunicipal~~ agreement between the Supplier and the Receiver. The Supplier-Receiver Agreement (SRA) ~~Such agreement~~ shall be approved by SCLIWthe Commission and take into consideration, among other things, the potential of the non-member ~~municipality'smunicipality's~~ infrastructure to offer technical benefits to the BPWS and whether the proposed amount of water to be supplied to the Receiver would cause the BPWS production limit specified in Paragraph ~~6.3.7178~~, "Expansion of the BPWS Treatment Plant," to be met or exceeded. No supply of water shall be made to a

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~~non-member municipalityMunicipalitymunicipality~~ until such agreement has been executed by the Supplier, the Receiver, and ~~SCLIW~~the Commission. The ~~agreementSRA~~ shall specify the maximum amount of water per day, or other unit of time, acceptable to the Supplier, Receiver, and ~~SCLIW~~the Commission. ~~per day of water to Ithaca for Ithaca to transmit to the Town of Ulysses (hereinafter "Ulysses") to supply water to parts of Ulysses upon~~The terms and conditions of the ~~agreementSRA~~ shall be satisfactory to ~~Ithaca~~the Supplier and the Commission, ~~which terms~~and, at a minimum, shall include the following:

(a) ~~19.1.122~~ 1867.1-1.1 —The ~~M~~member ~~mMunicipalitiesMunicipalities~~ will retain all rights provided by ~~the Intermunicipal AgreementAMC~~this Agreement including the right to further amend and supplement ~~the Intermunicipal AgreementAMC~~this Agreement. A possible future amendment or supplement to ~~the Intermunicipal Agreement AMC~~this Agreement could increase or decrease the total flow allowable in gallons per day or other unit of time to be transmitted to ~~Ulysses~~the Receiver. A decrease ~~may~~might become necessary in the event that ~~the ability of the Commission to provide the amounts becomes questionable~~the rate of water production of the BPWS meets or exceeds the threshold set forth in Paragraph ~~1787~~..

(b) ~~19.1.2.22~~ 1867.1.2-2 —Except as expressly modified by this ~~S~~ection of ~~the Intermunicipal AgreementAMC~~this Agreement, each of the terms and provisions of ~~the Intermunicipal AgreementAMC~~this Agreement will apply to the sale of the additional water to ~~Ithaca~~the Supplier~~—and to the relationship among the Municipalities in connection with same. Except as expressly amended by the terms and~~

~~provisions of this section, and~~ all other terms of ~~the Intermunicipal Agreement~~AMC~~this Agreement~~ will remain in full force and effect and will be binding upon the ~~Member parties~~ Member parties ~~heretomunicipalities~~Municipalities in accordance with the terms thereof.

~~(c) 19.1.3.22 1876.1.3-3~~ —The maximum amount of daily gallons the Commission will provide for transmission to ~~Ulysses the Receiver~~ will not exceed the amount set forth ~~above in the agreement~~SRA between the Supplier and the Receiver without the written consent of ~~all of the member Municipalities~~the Commission and ~~amendment of the AMC~~this Agreement.

~~(d) Provision of the water to Ulysses the Receiver shall be subject to Ithaca the Supplier and Ulysses the Receiver entering into an agreement mutually satisfactory to each of them and to the Commission~~the Commission prior to any water service being provided to ~~Ulysses the Receiver~~. ~~Such agreement must be approved by a majority vote of the Commissioners.~~

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~~(e) 19.1.4.22 1867.1.4 4 Ithaca~~ —The Supplier will be responsible for the quality of the water from the point it enters ~~the Ithaca~~its distribution system to the point at which it enters the ~~Ulysses~~ distribution system of the Receiver except to the extent ~~Ithaca the Supplier~~ has contracted with the Commission to maintain its system and the failure of quality of the water is as a result of the Commission's negligence or wrongful willful act.

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~~22 1867.1.5 5f)~~ Ulysses The Receiver will be responsible for the quality of the water once it enters the distribution system of

~~Ulysses the Receiver~~ or any entity authorized by ~~Ulysses the Receiver~~ to receive same (e.g., a water district formed ~~in Ulysses~~ within the corporate boundaries of the Receiver) and for its quality throughout the distribution system once it leaves the ~~Ithaca~~ system of the Supplier.

~~(g) 19.1.6.22~~ ~~1867.6-1.6~~ The Receiver will not supply or resell any water obtained from the Commission's facilities to any third party municipality or other customer unless the Supplier and the Commission approve that supply and the terms of that supply in writing prior to the occurrence of any such re-supply or sale.

~~167.1.7~~ ~~6~~ ~~Ulysses The Receiver~~ and any entity distributing water supplied to ~~Ulysses the Receiver~~ will operate their water systems in accordance with all ~~United States Environmental Protection Agency, New York State Department of Health, New York State Department of Environmental Conservation, and~~ federal, state, and local laws and requirements, including ~~"Commission R~~ules and ~~R~~egulations Of Southern Cayuga Lake Intermunicipal Water Commission,"~~T~~ in effect at that time. Without limiting the foregoing, ~~Ulysses the Receiver~~ and/or the entities distributing water for the ~~Ulysses the Receiver~~ (hereinafter collectively included in the references to "~~Ulysses the Receiver~~") will adopt local laws regarding water connections, back-flow prevention, plumbing installations and similar matters as are required of the ~~M~~ember ~~M~~unicipalities~~Municipalities of the Commission~~.

~~(h) 19.1.7.22~~ ~~1867.7-1.87~~ There shall be installed a master meter and shut-off valve at the ~~Ithaca line at the point where~~

~~the water line enters Ulysses~~ corporate line between the Supplier and the Receiver, or at a location as close as possible to such point as is mutually agreeable to ~~Ithaca~~ the Supplier, ~~the Ulysses~~ Receiver, and ~~the Commission~~ SCLIW~~C~~the Commission. Such installation shall be made by ~~Ulysses~~ the Receiver at the expense of ~~Ulysses~~ the Receiver. Such meter shall be the basis for billing for water supplied to ~~Ulysses~~ the Receiver. ~~The Commission~~ SCLIW~~C~~The Commission shall arrange to read such meter at agreed upon intervals, or, failing agreement, at quarterly intervals.

~~(i) 19.1.8.22 1867.8-1.9 8~~ ~~The Commission~~ SCLIW~~C~~The Commission reserves the right to suspend the supplying of water to ~~Ulysses~~ the Receiver in the event ~~Ulysses~~ the Receiver fails to comply with all applicable federal, state, and local laws, or ~~the Commission's~~ SCLIW~~C~~the Commission "Rules and Regulations of the Southern Cayuga Lake Intermunicipal Water Commission."

~~(j) 19.1.9.22 1867.9-1.10 9~~ ~~Ithaca~~ The Supplier will be billed for water supplied to ~~Ulysses~~ the Receiver by the Commission at the rate set forth in the water rate schedule annexed to the Intermunicipal Agreement in effect at the time such bill is prepared, being the same rate charged to all Member municipalities Municipalities by ~~the Commission~~ SCLIW~~C~~the Commission. Such bill will be delivered to the Supplier in accordance with the ~~SCLIW~~ Commission's billing schedule in effect at that time. ~~Ithaca~~ The Supplier agrees to pay all of such charges in accordance with the Intermunicipal Agreement as if the charges were charges for service to customers in any Ithaca water district within the Supplier's corporate boundaries. Nothing

herein is intended to preclude ~~Ithaca the Supplier~~ from billing and collecting the same, or ~~greater differing (within reason)~~, amounts from ~~Ulysses the Receiver~~. ~~At the option of the Commission SCLIWC, a portion of the amounts received by the Commission SCLIWC for such water may be placed in a Capital Capacity/Transmission Replacement Expansion Reserve Fund or similar fund established for the purpose of building additional water treatment and transmission capacity in the future.~~

~~(k) 19.1.10.22 1867.10-1.11 0~~ The ~~Member parties municipalities~~ Municipalities reserve the right to change the Water Rate Schedule ~~(Exhibit I to the Intermunicipal Agreement)~~ by unanimous mutual agreement. ~~If the Water Rate Schedule is changed, the amounts chargeable to Ulysses the Supplier will be adjusted accordingly.~~

~~(l) 22.11 Ithaca the Supplier will determine the rate it charges Ulysses the Receiver for water.~~

~~22.12m) Ithaca The Supplier hereby shall guarantees to the other member Municipalities~~ Municipalities party to the Intermunicipal Agreement that ~~Ithaca the Supplier will pay quarterly all Commission SCLIWC bills delivered to Ithaca the Supplier for water Ithaca the Supplier supplies to Ulysses the Receiver.~~

~~22~~
~~1867.13.12 1n)~~ In the event the capacity of the Commission's facilities or ~~Ithaca's the~~ water system of the Supplier is diminished for any reason whatsoever, temporarily or long-term, any ~~agreement-SRA with Ulysses the Receiver~~ shall include

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the agreement of ~~Ulysses the Receiver~~ that water will be supplied first to the existing customers of the ~~Commission Member~~ ~~Municipalities~~ Municipalities before being supplied to customers of ~~Ulysses the Receiver~~. If necessary to provide water to the ~~Member~~ ~~Municipalities~~ Municipalities, the Commission and/or ~~Ithaca the~~ Supplier may suspend or limit the supplying of water to ~~Ulysses the Receiver~~ until the capacity is restored.

~~(o) 19.1.14.22 187.142 Ulysses The Receiver~~ will not supply or resell any water obtained from the Commission's facilities to any third party municipality ~~municipality municipality~~ or other customer unless ~~Ithaca the Supplier and the Commission SCLIW C~~ the Commission approve that supply and the terms of that supply in writing prior to the occurrence of any such re-supply or sale.

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~~(p) 19.1.15.22 1867.15.13 3~~ The maximum term of the water supply agreement between ~~Ithaca the Supplier and Ulysses the Receiver~~ will not exceed thirty years shall be set forth in the ~~agreement SRA~~. However, ~~it the agreement SRA~~ may provide for the parties to attempt to negotiate an extension or renewal of the ~~agreement SRA~~ if the parties ~~are so advised~~ desire. All extensions or renewals of the ~~agreement SRA~~ shall be approved by ~~SCLIW C~~ the Commission.

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~~(q) 19.1.16.22 1867.1.164~~ ~~Ulysses The Receiver~~ will indemnify and hold harmless ~~the Commission SCLIW C~~ the Commission and the ~~Member~~ ~~Municipalities~~ Municipalities, and their respective Commissioners, officers, agents, contractors and employees, from any and all losses, claims, or expenses (including experts' fees and

attorneys' fees) arising out of the provision of water pursuant to this ~~S~~section.

~~except to the extent that it is found by a court of competent jurisdiction by final judgment after litigation that the loss was solely as a result of the negligence or willful wrongful act of the CommissionSCLIWGthe Commission.~~

~~(r)19.1.17.22 1876.17.15 5~~ Should ~~Ulysses the Receiver~~ request ~~the CommissionSCLIWGthe Commission~~ to perform services for its water districts or customers, including such services as billing, repairs, maintenance, etc., the charges for such services and the manner in which they will be provided shall be the subject of a separate agreement between ~~the CommissionSCLIWGthe Commission~~ and ~~Ulysses~~the Receiver, such agreement to include the provision that ~~service to Member Municipalities shall take precedence over service to the Receiver.~~ , and ~~the Commission Member Municipalities hereby authorize the CommissionSCLIWG to enter into such an agreement with Ulysses~~the Receiver. ~~SCLIWGThe Commission~~ shall not be obligated to provide such services.

~~187.16 67.1.162~~ ~~Provision of Emergency Water.~~
Nothing herein is intended to preclude water being supplied to any other ~~municipality~~Municipality or entity, such as the City of Ithaca or Cornell University, on an emergency basis upon terms and conditions (including payment) as may be agreed upon between the receiving entity, the Commission, and any Member ~~municipality~~Municipality through which water may flow from the BPWS to the water lines of the

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receiving entity, provided that at such times the Commission has adequate capacity to provide such water.

178 Expansion of the BPWS Treatment Plant. The BPWS is permitted by the NYS Department of Environmental Conservation (NYSDEC) to withdraw up to 6 million gallons per day (MGD) of water from Cayuga Lake. The treatment plant itself was designed to process up to 9 million gallons per day (MGD). The ~~Tompkins County~~New York State Health Department (~~NYSTCHD~~)-NYSDOH permits the processing at a rate of up to 6.75 MGD, based primarily on the plant's filtration capacity. While current production is consistently below the ~~TCNYSHDOH~~ limit, a future increase in production may be required. If, under normal operating conditions, at any time the average monthly daily production for any thirty day period meets or exceeds 4.5 MGD million gallons, the Commission shall immediately begin to formulate a plan to expand the treatment plant's capacity. This plan shall consider both the technical and financial factors of the expansion and shall be processed in accordance with Paragraph 6, "Construction, Financing, and Operation of New Projects."

189 Additional Parties Hereto. Should the City of Ithaca, Cornell University, or any other entity, formally indicate interest in becoming a party to this Agreement, the Member municipalities agree to consider such interest and possibly include such entity as a party to this Agreement if all of the parties, including the existing parties to this Agreement and the entity seeking to become a party, are able to reach agreement on a

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~~consideration~~ basis for such entity to become a party hereto. Such ~~consideration~~ basis may include, but is not limited to, a consideration of the following factors: an appropriate share payable by such entity for the costs of construction, operation, maintenance, and financing, whether previously or presently incurred; ~~the~~ the legality of entering into an agreement with such entity; ~~and~~ and the impact the inclusion of such additional entity would have upon the ability of the Commission to conduct its affairs as a municipal cooperative entity under Article 5-G of the GML, including the ability to issue bonds that are free from income taxation. Nothing herein is intended to exclude any other entity from becoming a participant in the water supply system, provided the ~~Member municipalities~~ Municipalities all concur in such participation. Further, nothing herein is intended to preclude the exchange of water services in relatively small areas among the BPWS and other water systems, such as the City of Ithaca and Cornell University.

~~19182023~~ 1920 Authorization. The ~~Member parties~~ hereto ~~municipalities~~ Municipalities represent and warrant (a) that this agreement has been presented to the governing bodies of each of the parties hereto; (b) that each ~~such municipality's~~ Municipality's governing body has approved this Agreement by a majority vote of the entire voting strength of its governing body and (c) certify that if required, all steps by way of public hearings and/or referendum or otherwise not taken at the time of execution of this agreement shall be taken within 90 days of the execution of this agreement. Within

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~~such 90 day period, each party hereto shall certify whether or not all legal steps and approvals necessary to make this Agreement a binding agreement upon such party have been taken. and whether or not this agreement is the valid, binding obligation of such party. Such certification shall be made in triplicate and a copy delivered to the Town or Village Clerk or Supervisor of the other parties hereto. If such certificates are not made by all of the parties hereto within such period, unless the parties otherwise agree, this agreement shall be deemed approved by all parties and each party shall be able to proceed in accordance with the terms of this agreement and in full reliance upon its validity effective as of the date above set forth. Until the end of such 90 day period or until all certificates indicating approval are served execution of this restated AMG Agreement, the Member parties hereto municipalities Municipalities shall continue to be governed by the Agreements and Modifications heretofore executed and presently in force. Notwithstanding the foregoing, the admission to voting rights on the Commission of members designated by Lansing Village shall occur only upon the receipt of certified resolutions of the Lansing Village Board authorizing execution of this agreement, assuming responsibility for the annual levy of taxes to meet such Village's obligations hereunder, and pledging the full faith and credit of the Village thereto, together with a certificate from the counsel to the Village that all legal requirements relative to the adoption of such resolution have been met including the holding of a public hearing thereon after legal and proper notice; and~~

~~a) no referendum has been sought and the statutory time for same has expired; or~~

~~b) the resolution and agreement were approved at a public referendum.~~

~~20192124~~ ~~201~~. Validation and Reliance. It is the purpose and intent of the ~~Member municipalities~~ Municipalities to make available an adequate supply of water to the ~~Member municipalities~~ Municipalities. Each ~~of the Member municipalities~~ Municipality agrees to complete all proceedings which are necessary to operate the BPWS and to ~~effect~~ carry out , otherwise, the provisions of this ~~AMC~~ Agreement in accordance with all applicable requirements of law. The ~~Member municipalities~~ Municipalities agree to cooperate fully in acting jointly through this ~~Amc~~ Agreement pursuant to Article 5-G of the ~~CGMHL~~. To provide the necessary authority for the financing, construction, operation, and supervision to accomplish such purposes, the ~~Member municipalities~~ Municipalities ~~pledge and agree among themselves~~ to amend or supplement this ~~AMC~~ Agreement in the future ~~in any way desirable~~ to provide additional authority which may be deemed necessary to adequately and properly expand, maintain, operate, and supervise the BPWS. Each of the ~~municipalities~~ municipalities agrees to initiate, undertake and complete all proceedings which are necessary to construct, establish and operate this intermunicipal water system and to effectuate, otherwise, this project and the provisions of this agreement in accordance with all the applicable requirements of law. It is understood ~~by the parties hereto~~ that each Member municipality ~~municipality~~ municipality has and will incur costs,

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expenses, and liabilities in connection with all acts and proceedings required to ~~effectuate~~ implement this Agreement and that each Member municipality ~~Municipality~~ municipality will ~~operate the BPWS~~ fulfill its obligations of this ~~AMC~~ Agreement ~~is proceeding to initiate, establish and operate the subject project~~ in reliance upon the agreement of the other Member municipalities ~~Municipalities~~ to do the same.

~~2120. Effect on Pending Annexation Action. The parties hereby agree that the execution of this agreement shall in no way be intended or interpreted to prejudice the outcome of annexation proceedings between the Town of Lansing and Village of Lansing currently pending before the Appellate Division of the New York State Supreme Court.~~

~~2221. Transfer of Meters in Village of Lansing. Lansing Village hereby transfers to the parties to this agreement, effective January 1, 1981, all rights, title and interest, if any, of Lansing Village in and to all for the water meters installed or purchased as part of original Lansing Water District Number 1, reserving to Lansing Village its proportionate interest in same in its capacity as a participating member municipality in this agreement.~~

~~2322. Termination of Lansing Village Oakerest Road Station. Effective January 1, 1982, Lansing Village will cease operating its Oakerest Road pumping station and the work performed by such pumps shall be assumed by the pumps operated by the Commission and the costs therefor shall be added to and considered a part of the annual operating and maintenance costs of the Commission. Title to the Village's pumps and the Village's portion of the pumping station shall remain with such Village.~~

~~as a municipal cooperative entity under Article 5C of GML~~ 212

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~~Duration of Agreement and Future Amendments. This Agreement shall continue in force until amended by further agreement of all the Member municipalities~~Municipalities. This Agreement may be modified at any time by unanimous agreement of all Member ~~municipalities~~Municipalities.

~~223~~ Settlement of Disputes. Any disputes ~~between or among the Member municipalities~~Municipalities arising out of the application or interpretation of this Agreement shall be submitted for a declaratory judgment to the Supreme Court of the State of New York in Tompkins County, New York, unless the Member Municipalities unanimously agree that a particular dispute may be submitted to an arbitrator for binding or non-binding arbitration.

~~25~~ 234 ~~234~~ Dissolution of the Commission. If the Commission is dissolved, ~~all Commission~~its net assets or net liabilities, after sale of the Commission's ~~and the proceeds of the sales of the entire assets, of the Commission~~ shall be allocated ~~to~~among the Member ~~municipalities~~Municipalities in proportion ~~of such~~to the water consumed by each of them from the BPWS during the latest ~~fiscal year~~120-month period for which ~~data is~~figures are available ~~as set forth for debt allocation~~liabilities and assets in Schedule~~Appendix~~ A at the time of dissolution. ~~All liabilities of the Commission shall be assigned to the member municipalities in proportion of such water consumed during the latest fiscal year for which data is available as set forth for debt allocation in Schedule A.~~[Flagged for special consideration regarding using only one year of data to determine

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~~allocation of assets and liabilities in the event of dissolution of
the Commission]~~

~~223326~~ 245. ~~Illegality of Part of This Agreement. In the
event that there shall be a final adjudication that any provision or
provisions of this Agreement is, are, or shall be invalid, illegal,
or contrary to public policy, such adjudication shall not affect any
of the other provisions of this Agreement, and such other provisions
shall continue in full force and effect.~~

IN WITNESS WHEREOF, the ~~Member parties~~
~~heretomunicipalities~~ Municipalities have executed.

SIGNATURE PAGES ~~19-25~~ FILED WITH ORIGINAL.

~~SCHEDULE APPENDIX A~~

~~APPENDIX A~~

~~FINANCING & DEBT ALLOCATION FOR PROJECTS I AND II THE BPWS, Method of
Allocation of Commission Liabilities and Assets; Financing of
Principle, Interest, Operation, and Maintenance Costs; and Water~~

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~~Rent Surcharges and Benefit Unit Charges.~~ and Payment of Water
RentsWater Sales -Revenue

~~I.A.1 Debt Allocation. For purposes of debt allocation~~
~~required by the Local Finance Law, the joint debt for the~~
~~financing~~Liabilities and ~~A~~assets. ~~Liabilities and assets~~ of ~~Projects~~
~~I and II~~the BPWS shall be allocated annually ~~between~~among the ~~Member~~
~~municipalities~~Municipalities in proportion to the water consumed by
each of them from the water supply facilities of ~~Project I (the~~
"System")the BPWS during the latest twelve month period for which
figures are available on August 15th of each year. Such liabilities
include principal, interest, operating, and maintenance costs of the
existing BPWS and new projects replacing or expanding system
components; debt; fund balance shortages; and damage claims. Such
assets include title to real estate and proceeds from dissolution of
the Commission. Other unlisted liabilities and assets shall be
allocated in the same manner.

~~The allocation shall be determined by the Commission based upon such~~
~~figures. Effective January 1, 1981, and until the Commission~~
~~determines otherwise, the debt allocation shall be as follows:~~

<u>Name of municipality</u>	<u>Percentage of Debt</u>
<u>Dryden</u>	<u>3.151</u>
<u>Ithaca</u>	<u>54.088</u>
<u>Lansing Town</u>	<u>.238</u>

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~~_____ Lansing Village _____ 24.951~~

~~_____ Cayuga Heights _____ 17.572~~

~~{Does the Commission intend this breakdown to apply to ownership percentages by the municipalities of the assets of the BPWS? See Paragraph 8, "Title to Real Estate."}~~

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~~II. Financing of Principal and Interest and Operation and Maintenance Costs. A.2 Payment of Water Rents Water Sales Revenue.~~

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~~Each of the Member parties municipalities Municipalities agrees to pay to the Commission an amount for water consumed from the System BPWS in their own municipality municipality Municipality municipality by each party in accordance with ~~a~~ the current uniform water rate schedule adopted by the Commission and the Member Municipalities. ~~schedule in the amounts indicated on Exhibit 1 hereto, said schedule to be applied to the ultimate consumers within each municipality.~~ Any changes in the water rate and water rate structure applied to the Member Municipalities shall be approved by the Commission and each Member Municipality prior to implementation. The amounts so derived are herein ~~after~~ referred to as "water ~~rent~~ sales revenues." Each Member municipality Municipality municipality shall have the option of raising such amounts by charging ~~ultimate consumers~~ customers of the Member Municipalities in accordance with such water rate schedule or by assessments or by any other manner permitted by law. ~~However, regardless of the method chosen by each municipality to actually raise their share due to the Commission, the amount payable shall be computed as if each municipality adopted Exhibit 1 and charged the~~~~

~~ultimate consumers thereunder.~~ All of the water ~~rent sales~~ revenues shall be delivered to the Treasurer of the Commission for application toward the principal and interest payments due on the ~~combined~~ indebtedness, ~~if any, incurred for Projects I and II~~ the BPWS and the combined operation and maintenance costs of Projects I and II ~~the BPWS~~ and the replacement, improvement, and operation and maintenance costs of the BPWS in proportion to the water consumed by each of them ~~from the water supply facilities of~~ from the BPWS as outlined in this Schedule Appendix. Each Member ~~municipality~~ Municipality also agrees to pay the Commission for water provided to non-member ~~municipalities~~ Municipalities in accordance with ~~Section Paragraph 167~~ Paragraph 167 ~~of this Agreement.~~ Any surplus of revenues shall be disposed of as set forth in the agreement. ~~If such revenues are not equal to or in excess of such costs, the municipalities shall make up the difference between revenues and costs by each contributing a portion of such difference, the portion applicable to each party to be determined by multiplying the total balance needed by a fraction, the denominator of which is the amount of water consumed from the System in all the municipalities during the immediately preceding four billing quarters as determined by the Commission, and the numerator of which is the amount of water consumed from the System in such period by the individual municipality whose share is being determined. The need for such contributions shall be estimated by the Commission to the extent reasonably possible no later than the August 15th preceding the ensuing fiscal year.~~

~~Except as hereinafter provided, Exhibit 1 may not be changed by the Commission without the written agreement to such change of all of the parties.~~

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~~Unless the Commission determines otherwise, t~~The water ~~rent sales~~ payments required hereunder shall be made to the Commission or its Treasurer ~~quarterly as follows~~ on the dates determined by the Commission.

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~~Village of Lansing, Towns of Dryden and Lansing~~
~~February 1, May 1, August 1, November 1.~~
~~Town of Ithaca -- January 1, April 1, July 1, October 1.~~
~~Village of Cayuga Heights -- March 1, June 1, September 1, December 1.~~

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~~The balance of the payments~~Payments for services above in addition to the water ~~rent sales~~ payments shall be made to the Commission or its Treasurer on the dates determined by the Commission.

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~~Notwithstanding the foregoing, in the event costs exceed water rent revenues during any year from the original date of this agreement until 1992, the contributions of each municipality shall be calculated in the following manner: The municipalities designated under the title Project I below shall be responsible for the percentage of the II below contributions set forth in the chart below, to be allocated between them in proportion to water from the System consumed within their boundaries as determined by the Commission, and those municipalities designated under Project shall be responsible for~~

~~1 12 98% 2%~~
~~1-91 31-91~~

~~1 12 100% 0%~~
~~1-92 31-92 and~~
~~hereafter~~

~~For example, in 1981, \$265,000 is to be raised in addition to the water rent revenue. 76% of said amount (\$201,400.) is payable by all of the parties to this agreement (Project I municipalities). Based upon consumption, the municipalities in Project I will pay the amounts outlined under Project I below. The balance (\$63,600.) will be paid by all the municipalities except Lansing Village. Based upon consumption, those municipalities will pay the amounts under Project II below.~~

	Project I		Project II		Total
	Per cent	Dollar	Per cent	Dollar	
Ithaca	54	\$108,9	70	\$45,8	\$154,7
	0.88	33.23	0.70	36.52	769.75
Dryden	3	6,346	4	2,669	9,016
	151	12	198	0.93	0.05
Lansin	0	479.33	0	202.8	682.2
g(T)	238		319	8	1
V of G	17	35,390	23	14,89	50,23
H	0.572	0.01	0.413	0.67	0.68

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Jan 24	50,251	—	—	50,251
Feb 24	—	—	—	—
Mar 24	—	—	—	—
Apr 24	—	—	—	—
May 24	—	—	—	—
Jun 24	—	—	—	—
Jul 24	—	—	—	—
Aug 24	—	—	—	—
Sep 24	—	—	—	—
Oct 24	—	—	—	—
Nov 24	—	—	—	—
Dec 24	—	—	—	—
Total	50,251	—	—	50,251

g (V)

Jan 10	\$201,4	10	\$63,6	\$265,7
Feb 10	—	—	—	—
Mar 10	—	—	—	—
Apr 10	—	—	—	—
May 10	—	—	—	—
Jun 10	—	—	—	—
Jul 10	—	—	—	—
Aug 10	—	—	—	—
Sep 10	—	—	—	—
Oct 10	—	—	—	—
Nov 10	—	—	—	—
Dec 10	—	—	—	—
Total	\$201,4	10	\$63,6	\$265,7

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~~III. Water Rent Surcharges and Benefit Unit Charges.~~

~~Nothing contained in this Schedule or elsewhere in this agreement shall prohibit each of the municipalities that is a party hereto from adding a surcharge to the water rate schedule or assessing benefit unit charges to customers within their own municipality for the purpose of financing debt service or operation and maintenance charges of water supply facilities owned and operated individually by the municipality, or for the purpose of raising part or all of the funds to pay a municipality's share of the expenses related to Project I or Project IIthe BPWS.~~

~~IV. Transition to Projects.~~

~~To facilitate transition from other water sources to the water supply facilities of Project I, (the "System"), which transition began to occur in the third billing quarter of 1976, the parties agree that for the third billing quarter each party to this agreement shall pay to the Commission an amount calculated in accordance with the water rate schedule in effect prior to December 1, 1976 applied against only those users within the boundaries of each party which were receiving water from the System and only for the period during such quarter that water was so received. Any excess amounts paid by any party hereto above the amount so required shall be credited by the Commission at such time as may be determined by the Commission against obligations due from such municipality up to August 15, 1977. Commencing with the fourth billing quarter of 1976 all parties hereto agree to pay to the Commission amounts due calculated in accordance with the water rate~~

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~~schedule annexed hereto applied against all of the ultimate consumers within each party's boundaries, who as of January 1, 1977 were receiving water from the System, whether or not they in fact received water from the System during the fourth quarter of 1976. There shall be subtracted from the amount due from each municipality or party any amounts payable by said municipality to other providers of water, such as the City of Ithaca. As all consumers had been transferred from the City of Ithaca water source to the System by the beginning of the first quarter of 1977, commencing with that quarter and thereafter each party hereto has and/or will pay to the Commission amounts calculated in accordance with the water rate schedule attached to this agreement applied against all such consumers without payment of any amounts to the City of Ithaca.~~

~~Water Rate Schedule~~ APPENDIX B

~~Water Rate Structure and Water Rate, Unmetered Fire Sprinkler Main Charges, and Permit Application and Cross Connection Control Program Charges~~

~~Water Rate and Water Rate Structure. The minimum quarterly bill for individual consumerscustomers shall be based upon meter size and shall allow a maximum quarterly consumption for the minimum bill as follows:~~

~~Meter Size Minimum Amount Billed per Quarter (gallons)~~

~~<1-in. 10,000~~

~~1-in. 30,000~~

~~1.5-in. 45,000~~

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~~2 in. 90,000~~

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~~3 in. 140,000~~

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~~4 in. 200,000~~

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~~≥6 in. 350,000~~

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~~The latest Commission and Municipalities approved rate shall apply to the minimum quarterly amount established above and to each 100 gallon increment above the minimum amount for each meter size. Changes in the water rate structure and the water rate shall require approval of the Commission and the governing boards of the municipalities and be documented by a modification agreement.~~

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~~Bills for multiple housing and mobile home parks supplied by a master meter shall be calculated as follows: The quarterly metered amount shall be divided by the number of dwelling units supplied by the meter. The water charge per unit shall be calculated by multiplying the amount per unit by the approved rate. The water charge per unit shall then be multiplied by the number of dwelling units supplied by the meter to obtain the billing amount.~~

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~~If the resulting consumption per unit is less than 10,000 gallons, then 10,000 gallons per unit shall be used. Example:~~

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~~If there are 20 dwelling units on the master meter, and total water consumption shown by the master meter is 100,000 gallons, and the~~

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~~approved rate is \$4.35/1,000 gallons, the Commission billing would be \$870.00 (20 units times \$43.50) rather than \$435.00 (100,000 gallons at \$4.35/1000 gallons).~~

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~~Unmetered Fire Sprinkler Main Charges. An annual charge of \$20 per diameter inch, or an amount to be approved by the Commission, for each fire protection main serving unmetered fire sprinkler systems, shall be billed to the individual consumer with the first quarterly water bill of the calendar year.~~

~~Permit Application and Cross Connection Control Program Charges. Fees for permit applications and for Cross Connection Control Program-related activities shall be charged to individual applicants and customers using the latest Commission-approved fee schedule as indicated in Paragraph 109.3 of this Agreement.~~

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~~JER 7/3/14 WE NEED TO REINSTATE PART OF THIS MINIMUM AMTS PER METER SIZE, MULTIPLE HOUSING AND MOBILE HOME PARK BILLING, FIRE SPRINKLER BILLING. "PERMIT FEES TO BE CHARGED AS PERIODICALLY APPROVED BY THE COMMISSION."~~

Effective January 1, 1980

Meter Cu. Ft. Allowed) Gallons Allowed Min. Water Unit ----- Formatted: Font: 11 pt

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Size	Min. Charge per Quarter	Min. Charge per Quarter	Charge per Quarter	Cost per 1,000 gallons
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Small	1,200	8,977	\$18.58	\$2.07
1"	3,200	23,940	44.32	1.85
1-1/2"	5,500	41,146	73.91	1.79
2"	11,200	83,787	143.26	1.71
3"	16,000	119,696	189.01	1.58
4"	24,000	179,544	266.21	1.48
6"	42,100	314,950	437.77	1.39

~~First 1,200 cubic feet per 100 cubic feet @ \$1.548 = \$18.58~~

~~\$2.07~~

~~Next 8,800 cubic feet per 100 cubic feet @ \$1.285 = \$113.08~~

~~\$1.72~~

~~Over 10,000 cubic feet per 100 cubic feet @ \$.953~~

~~\$1.28~~

~~Multiple Housing and Mobile Home Parks of over two dwelling units, using a master meter, will be computed as follows: The quarterly master meter reading will be divided by the number of dwelling units and the water charge will be figured on this number as if the unit were individually metered. The water charge will then be multiplied by the number of units on the master meter and this will be the billing rendered.~~

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~~An annual charge of \$20.00 per diameter inch for each fire protection main serving a sprinkler system will be billed on January 1 of each year.~~

~~The water application fee shall be as follows for each new service for which application is made after January 1, 1980:~~

~~Service size 3/4-inch and smaller, \$150.00~~

~~Service size 1-inch, \$200.00~~

~~Service size larger than 1-inch, \$250.00 plus meter, tap, accessory materials and installation costs in location approved by the Southern Cayuga Lake Intermunicipal Water Commission.~~

APPENDIX Schedule BC

Definition of Units for Purposes of Connection Charges

~~Single Family House~~ — ~~1 unit~~

~~Two Family House~~ — ~~2 units~~

~~Multiple Dwellings~~ — ~~1 unit for each dwelling unit~~

~~Mobile Home Park~~ — ~~1 unit for each mobile home space~~

~~Commercial Property (not otherwise defined)~~ — ~~1 unit for each store or separate place of business~~

~~School — education, non-residential~~ — ~~1 unit for each 10 students or faculty~~

~~Group Living Accommodations (e.g., dormitories or other facilities where groups of generally unrelated persons reside)~~ — ~~1 unit for each 3 beds or 3 occupants~~

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~~Motels — 1 unit for each sleeping room~~

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~~Boarding Houses and Rooming Houses — 1 unit for each sleeping room or for each two occupants, whichever results in more units~~

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~~Professional Offices — 1 unit for each office~~

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~~Gas Stations — 1 unit for each service bay or staff~~

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~~Industrial — 1 unit for each 16,000 cubic feet or part thereof of water estimated to be consumed annually~~

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~~Restaurants and Food Service establishments — 1 unit plus 1 unit for each 5,000 square feet of building floor area~~

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~~Any use or occupancy which is reasonably susceptible of inclusion in more than one category shall be deemed to be in the category resulting in the largest number of units. The final determination of the applicable category shall rest with the Commission.~~

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~~Any uses not specifically defined may be defined by the Commission.~~

Schedule APPENDIX CDB

Existing Water Districts in the Towns of Lansing and Dryden

B.1 Existing Water Districts in the Town of Dryden

Varna

Snyder Hill

Monkey Run

Hall Road

Turkey Hill

Royal Road

[New: Yellow Barn Road - not served by Bolton Point.]

B.2 Existing Water Districts in the Town of Lansing

Consolidated Water District

Extension #1: Lansing Station Road/Algerine Road

Extension #2: Drake Road

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Schedule APPENDIX DCE

Agreements Authorizing Water Supply to Non-Member
Municipalities in Accordance with Paragraph
17A Section Paragraph 176

- ~~Water Service Agreement, 10/15/2013, between Town of Ithaca (Supplier) and Town of Ulysses (Receiver) for sale of up to 3,000 GPD to T/U Water District #4.~~
- Water Service Agreement, 10/30/2003, between Town of Ithaca (Supplier) and Town of Ulysses (Receiver) for sale of up to 159,000 GPD of water to T/U Water District #3.
- Water Service Agreement, 10/15/2013, between Town of Ithaca (Supplier) and Town of Ulysses (Receiver) for sale of up to 3,000 GPD to T/U Water District #4.
- Water-related Services Agreement, 12/08/2014, among Town of Ithaca, City of Ithaca, and the Commission for interexchange of water services.
- Operation and Maintenance Agreement, 12/19/2014, between the Commission and Town of Ulysses.

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~~Schedule APPENDIX EDF~~

Bolton Point Water System Components

~~/ /2016 January 30, 2013~~

Raw Water Pump Station (RWPS) (constructed 1976)

- Intake pipe and intake structure
- Zebra Mussel Control System (Approximately 1993)
- Emergency generator (2001)
- Chemical storage building (2014)

20-in. ductile iron pipe raw water main from BRRWPS to Water Treatment Plant (WTP) (1976)

Water Treatment Plant (1976)

- ~~• Materials Storage Building (1990s)~~
- Distribution garage (1980s)
- Production garage (1980s)
- Materials Storage Building (1990s)
- Emergency generator (2001)
- Office wing addition and existing space remodel (2006) (two bond issues mature in 2024 and 2026)
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~~Emergency generator (2001)~~

20-in. ductile iron pipe finished water main from WTP to Burdick Hill Road tanks (BHRT), with valves and hydrants (1976)

Burdick Hill Road Tanks (BHRT)

~~1.5MG welded steelconcrete water transmission storage tank (1976/2013)~~

- 0.9MG concrete water transmission storage tank (2012) (bond matures in 2032)

- 1.5MG concrete water transmission storage tank (2013)

Oakcrest Road Transmission Pumping and Control Valve Station (OPS) (1976) including building addition and natural gas engine (1997)

20-in. ductile iron pipe supply main from BHRT to OPS (1976)

~~Oakerest Road Transmission Pumping and Control Valve Station (OPS) (1976) including building addition and natural gas engine (1997)~~

18- and 16-in. Ductile Iron Pipe Discharge Transmission Main from OPS to Pearsall Place Pumping and Control Valve Station (1976)

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- 16-in. ductile iron pipe from above transmission main at Ellis Hollow Road/–Summerhill Road to East Hill tank (approximately 2005) (bond issue matures in 2026)
- 18-in. ductile iron pipe transmission main replacement in the Village of Lansing from Oakcrest Road to Pyramid Drive (2012) (bond matures in 2032)

0.5MG Sheldon Road steel distribution storage tank (1930s)

3.0MG East Hill concrete water transmission storage tank (2006) (bond matures in 2026)

GLOSSARY

AMC: Restated Agreement of Municipal Cooperation for Construction, Financing and Operation of an Intermunicipal Water Supply and Transmission System

AWWA: American Water Works Association

BHRT: Burdick Hill Road Tanks

BPWS: Bolton Point Water System (The water supply, treatment, and transmission facilities operated by the Southern Cayuga Lake Intermunicipal Water System)

Commission: Southern Cayuga Lake Intermunicipal Water Commission

DSNY: Dig Safely New York

EPA: Environmental Protection Agency

GML: General Municipal Law of the State of New York

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MG: Million gallons

MGD: Million gallons per day

NYS: New York State

NYSDEC: New York State Department of Environmental Conservation

NYSDOH: New York State Department of Health

OPS: Oakcrest Pump Station

RWPS: Raw Water Pump Station

SRA: Supplier-Receiver Agreement

WTP: Water Treatment Plant

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REFERENCES

Administrative Policies and Procedures Manual

Building Code of New York State

Local Law for Cross Connection Control

Negotiated Work Plans Program

New York Local Finance Law

New York State Building Code

New York State General Municipal Law

Rules and Regulations of Southern Cayuga Lake Intermunicipal Water Commission

SCLIWC Distribution Department Standards of Service

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Southern Cayuga Lake Intermunicipal Water Commission Village-Village
of Lansing Intermunicipal Agreement - May 9, 2012 (regarding
ownership and maintenance of the Lake Access Road)

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TCHD: Tompkins County Health Department

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