

**MULTIJURISDICTIONAL PRETREATMENT AGREEMENT  
BETWEEN  
CITY OF ITHACA, TOWN OF ITHACA, TOWN OF DRYDEN AND  
VILLAGE OF CAYUGA HEIGHTS**

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, between the **City of Ithaca**, Tompkins County, New York, **Town of Ithaca**, Tompkins County, New York, **Town of Dryden**, Tompkins County, New York, and **Village of Cayuga Heights**, Tompkins County, New York (hereinafter jointly referred to as the "Parties").

**RECITALS**

1. The **City of Ithaca, Town of Ithaca and Town of Dryden** (hereinafter jointly referred to as the "**IAWWTF Owners**") jointly own and operate the Ithaca Area Wastewater Treatment Facility ("**IAWWTF**").
2. Pursuant to a separate agreement with the **IAWWTF Owners**, the **Village of Cayuga Heights** will utilize the IAWWTF to treat some of the wastewater originating in the "Old Village" area of the **Village of Cayuga Heights**.
3. Facilities located in or that may locate in the "Old Village" area of the **Village of Cayuga Heights** may contribute wastewater that includes industrial waste to the municipal sewer system, and at times that wastewater will flow to the IAWWTF. Facilities contributing industrial wastewater are hereinafter referred to as "industrial users."
4. The **IAWWTF Owners** must implement and enforce a pretreatment program to control discharges from all IAWWTF industrial users pursuant to requirements set out in 40 CFR Part 403. In this Agreement, the **Village of Cayuga Heights** agrees to adopt a sewer use law that will subject the industrial users within its boundaries whose wastewater discharges may flow to the IAWWTF to the necessary pretreatment controls, and to implement and enforce that sewer use law.

**AGREEMENT**

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

as those adopted by the **IAWWTF Owners**. The **Village of Cayuga Heights** will forward to the **IAWWTF Owners** for review its proposed revisions within sixty (60) days of receipt of the **IAWWTF Owners'** revisions. The **Village of Cayuga Heights** will adopt its revisions within sixty (60) days of receiving approval from the **IAWWTF Owners** of their content.

- C. Within sixty (60) days of the effective date of this Agreement, the **Village of Cayuga Heights** will adopt and diligently enforce pollutant specific local limits applicable to users within its boundaries whose wastewater discharges may flow to the IAWWTF that address at least the same pollutant parameters and are at least as stringent as the local limits enacted by the **IAWWTF Owners**. If the **IAWWTF Owners** make any revisions or additions to the IAWWTF's local limits, they will forward to the **Village of Cayuga Heights** a copy of such revisions or additions within sixty (60) days of enactment thereof. The **Village of Cayuga Heights** will adopt any such revisions or additions within sixty (60) days of receipt thereof.
- 2.A. The **Village of Cayuga Heights** will take all actions necessary to ensure that industrial users within its boundaries that discharge to the IAWWTF are subject to an approved pretreatment program to the extent required by 40 CFR 403.8, including the performance of all technical and administrative duties necessary to implement and enforce its sewer use law against IAWWTF industrial users located in its jurisdiction. The **Village of Cayuga Heights** will: (1) update the industrial waste survey; (2) issue permits to all industrial users of the IAWWTF within its boundaries required to obtain a permit; (3) conduct inspections, sampling, and analysis; (4) perform enforcement activities; and (5) perform any other technical or administrative duties the Parties deem appropriate. In addition, the **Village of Cayuga Heights** will take emergency action in accordance with applicable law and regulations to stop or prevent any discharge which presents or may present an imminent danger to the health or welfare of humans, which reasonably appears to threaten the environment, or which threatens to cause interference, pass through, or sludge contamination.
- B. The **Village of Cayuga Heights** will maintain current information on IAWWTF industrial users located in its jurisdiction. The **Village of Cayuga Heights** will update the industrial waste survey by January 1 of each year for IAWWTF industrial users located in its jurisdiction. The **Village of Cayuga Heights** will forward a copy of this survey to the IAWWTF's Chief Operator within five (5) days of its completion.
- C. Whenever a new IAWWTF industrial user proposes to begin operations in the **Village of Cayuga Heights**, or any time an existing IAWWTF industrial user proposes to increase its discharge by at least twenty percent (20%) or 5,000 gallons per day, whichever is greater, or proposes to change its discharge, or any time it is requested by the **IAWWTF Owners**, the **Village of Cayuga Heights** will require that such industrial user respond to an industrial user questionnaire supplied by the IAWWTF. Such response shall be due prior to any proposed implementation and (where applicable) permit issuance by the Village of Cayuga Heights' Chief Operator, or, if the **IAWWTF Owners** request the questionnaire, within fifteen (15) days of the **IAWWTF Owners'** request. The **Village of Cayuga Heights** will forward a copy of the completed questionnaire immediately upon receipt to the IAWWTF's Chief Operator for review.
- D. The **Village of Cayuga Heights** will provide the **IAWWTF Owners** or their designees access to all records or documents relevant to the pretreatment program for any IAWWTF industrial user located in the **Village of Cayuga Heights**.

- E. The **Village of Cayuga Heights** will inspect and sample all IAWWTF industrial users located in its jurisdiction each year. The **Village of Cayuga Heights** will submit advance written notice of scheduled inspections to the IAWWTF's Chief Operator sufficient to provide the opportunity for IAWWTF personnel to attend all inspections. If an inspection is in response to an emergency situation and such notice is not possible, the **Village of Cayuga Heights** will make every effort to informally notify the IAWWTF of the impending inspection so IAWWTF personnel may attend. The **Village of Cayuga Heights** will forward copies of all inspection reports to the IAWWTF's Chief Operator within fourteen (14) days of the inspection. The **Village of Cayuga Heights** will submit to the IAWWTF its procedures for sampling and analyses, including all procedures in place for quality assurance and quality control. All procedures will conform to those set out in 40 CFR Part 136, except as otherwise required by the U.S. Environmental Protection Agency.
  - F. The IAWWTF may, with notice to the **Village of Cayuga Heights**, conduct inspections and sampling at any IAWWTF industrial user's facility located within the **Village of Cayuga Heights**, as it deems necessary.
  - G. The **Village of Cayuga Heights** will issue permits to all IAWWTF industrial users required to be permitted under its sewer use law located in its jurisdiction. Permits must be issued prior to any discharge that may flow to the IAWWTF. Permits for IAWWTF industrial users must contain, at a minimum, appropriate effluent limitations, monitoring and reporting requirements, a statement of duration, a statement of nontransferability, a statement of applicable civil and criminal penalties, and any other conditions requested to be included in the permit by the IAWWTF. After the **Village of Cayuga Heights** drafts a permit, it will forward a copy thereof to the IAWWTF's Chief Operator for review and comment at least sixty (60) days prior to the expected date of issuance. Within forty-five (45) days of receipt of the proposed permit, the IAWWTF will either approve the permit or request the **Village of Cayuga Heights** to make additions, deletions, or changes. No permit will be issued if the IAWWTF delivers to the Village of Cayuga Heights a statement of its objections to the issuance of such permit.
  - H. The **Village of Cayuga Heights** will submit a monthly report to the IAWWTF's Chief Operator on the compliance status of each IAWWTF significant industrial user located within its jurisdiction and any enforcement response taken or anticipated. Such report will include the time frames for initial enforcement actions, as well as any subsequent enforcement actions.
  - I. The **Village of Cayuga Heights** will enforce the provisions of its sewer use law and permits applicable to IAWWTF users located within the Village of Cayuga Heights. In the event the **Village of Cayuga Heights** fails to take adequate enforcement action against noncompliant IAWWTF users in the **Village of Cayuga Heights** on a timely basis, the **IAWWTF Owners** or their designees will take such action on behalf of and as agent for the **Village of Cayuga Heights**.
3. The **IAWWTF Owners** or their designees may take emergency action in accordance with applicable law and regulations, whenever they deem necessary, to stop or prevent any discharge to the IAWWTF which presents, or may present, an imminent danger to the health or welfare of humans, which reasonably appears to threaten the environment, or which threatens to cause interference, pass through, or sludge contamination. The **IAWWTF Owners** will provide informal notice to the industrial user and the **Village of Cayuga Heights** of their intent to take emergency action prior to taking action. The opportunity to respond, however, may be limited

to a hearing after the emergency powers of the **IAWWTF Owners** have been exercised.

4. **The Village of Cayuga Heights** shall not allow an industrial user located outside the jurisdictional boundaries of the **Village of Cayuga Heights** to discharge into the IAWWTF via the **Village of Cayuga Heights**' sewer system. The foregoing shall not apply to any users located in the **Town of Ithaca** or **Town of Dryden** that discharge into the IAWWTF via the **Village of Cayuga Heights** sewer system, because these Towns are co-owners and operators of the IAWWTF and already have sewer use laws in place that regulate IAWWTF users within their jurisdictions.
5. The **Village of Cayuga Heights** will indemnify the **IAWWTF Owners** for all damages, fines, and costs either incurred as a result of industrial waste discharged to the IAWWTF from users located within the **Village of Cayuga Heights** or from the failure of the **Village of Cayuga Heights** to comply with this Agreement.
- 6.A. If any term of this Agreement is held to be invalid in any judicial action, the remaining terms of this Agreement will be unaffected.
- B. The Parties will review and revise this Agreement to ensure compliance with the Federal Clean Water Act (42 U.S.C. §1251 *et seq.*) and the rules and regulations (see 40 CFR Part 403) issued thereunder, as necessary, but in any event such review and necessary revisions shall occur at least every three (3) years on a date to be determined by the Parties.
- C. The **IAWWTF Owners** may terminate this Agreement by providing one (1) year's written notice to the **Village of Cayuga Heights**. All benefits and obligations under this Agreement will cease one (1) year from receipt of such notice. If notice of termination is given pursuant to this paragraph, the Parties will substitute a new agreement to replace this Agreement, unless one or more of the agreements listed in Paragraph 7 below permitting the **Village of Cayuga Heights** to send wastewater to the IAWWTF are also terminated.
7. This Agreement shall become effective on the date it is fully executed. Unless terminated sooner as provided in this paragraph or in Paragraph 6.C above, the term of this Agreement shall end on December 31, 2025. The Parties may agree in writing to renew this Agreement for additional terms. A Party that does not intend to renew shall so notify the other Parties at least one (1) year before the end of the then-current term. Notwithstanding the foregoing, this Agreement shall automatically terminate if one or both of the following agreements terminate and are not substituted by new agreement(s): the Intermunicipal Wastewater Agreement dated December 31, 2003, or the August 15, 2021 plant to plant agreement between the **Village of Cayuga Heights** and the **IAWWTF Owners**.
8. This Agreement constitutes the entire Agreement of the Parties concerning the subject matter hereof. It may be amended only by the written consent of each of the Parties, with each Party executing and acknowledging the document containing the amendment through its duly authorized representative.
9. This Agreement shall be governed by the laws of the State of New York.
10. Each Party represents and warrants that (a) this Agreement has been presented to its governing body; (b) its governing body has approved this Agreement by a majority vote of the full possible voting strength of that governing body; and (c) if required, all steps by way of public hearings and/or referendum or otherwise have been taken

by the time of execution of this Agreement. Resolutions of each governing body approving this Agreement are attached to this Agreement as Exhibit A.

11. No Party may assign or transfer its rights and interests in this Agreement to another entity without the prior written consent of all of the other Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers and sealed with their corporate seals on the day(s) and year set forth below.

[SIGNATURE PAGES FOLLOW]

**CITY OF ITHACA**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Laura Lewis, Mayor  
City of Ithaca

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

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

\_\_\_\_\_  
Notary Public

**TOWN OF ITHACA**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Rod Howe, Supervisor  
Town of Ithaca

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

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

\_\_\_\_\_  
Notary Public

**TOWN OF DRYDEN**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Jason Leifer, Supervisor  
Town of Dryden

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Dan Lamb, Deputy Supervisor  
Town of Dryden

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Christina Dravis, Councilperson  
Town of Dryden

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Loren Sparling, Councilperson  
Town of Dryden

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Leonardo Vargas-Mendez, Jr.,  
Councilperson  
Town of Dryden

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

On the \_\_\_ day of \_\_\_\_\_ in the year 2023 before me, the undersigned, a Notary Public in and for said State, personally appeared Jason Leifer, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the individuals, or the person upon behalf of which the individuals acted, executed the instrument.

\_\_\_\_\_  
Notary Public



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

On the \_\_\_ day of \_\_\_\_\_ in the year 2023 before me, the undersigned, a Notary Public in and for said State, personally appeared Dan Lamb, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the individuals, or the person upon behalf of which the individuals acted, executed the instrument.

\_\_\_\_\_  
Notary Public

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

On the \_\_\_ day of \_\_\_\_\_ in the year 2023 before me, the undersigned, a Notary Public in and for said State, personally appeared Christina Dravis, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the individuals, or the person upon behalf of which the individuals acted, executed the instrument.

\_\_\_\_\_  
Notary Public

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

On the \_\_\_ day of \_\_\_\_\_ in the year 2023 before me, the undersigned, a Notary Public in and for said State, personally appeared Loren Sparling, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the individuals, or the person upon behalf of which the individuals acted, executed the instrument.

\_\_\_\_\_  
Notary Public

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

On the \_\_\_ day of \_\_\_\_\_ in the year 2023 before me, the undersigned, a Notary Public in and for said State, personally appeared Leonardo Vargas-Mendez, personally known to

me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the individuals, or the person upon behalf of which the individuals acted, executed the instrument.

\_\_\_\_\_  
Notary Public

**VILLAGE OF CAYUGA HEIGHTS**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Linda Woodard, Mayor  
Village of Cayuga Heights

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

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

\_\_\_\_\_  
Notary Public

**EXHIBIT A**  
**GOVERNING BODY RESOLUTIONS**