

VILLAGE OF CLINTON

Response to information request 9/16/2026 K. Zogby

Attached is the 2016 Clinton Sanitary Sewer Agreement, this agreement supersedes the original agreement of 1975.

Also included are the Appendix of 1975 which outlines the sewer district areas.

This is not a request as part of the prior FOIL

Respectfully submitted by

Village Clerk Marc Goldberg

9/18/2026

CSA
AGREEMENT

THIS AGREEMENT made the__ day of April, 2016, by and between,
THE VILLAGE OF CLINTON, a municipal corporation organized and existing under the laws of the State of New York with its Village Clerk's Office located at Lombard Memorial Hall, (P. O. Box 242), Clinton, New York 13323, (hereinafter referred to as the "Village"), and

THE TOWN OF KIRKLAND, a municipal corporation organized and existing under the laws of the State of New York with its principal office located on State Route 12B, Franklin Springs (P. O. Box 235, Clinton), New York, (hereinafter referred to as the "Town"), and

HAMILTON COLLEGE SEWER DISTRICT, a sewer district and Extension No. 1 thereof formed under Section 228 of the Education Law of 1910 as operated by the duly appointed Sewer Commissions and situate in the Town of Kirkland with a Post Office Address of 198 College Hill Road, Hamilton College, Clinton, New York 13323, (hereinafter referred to as the "College").

WITNESSETH:

WHEREAS, the Village is the owner and operator of a waste water treatment plant ("WWTP") together with those interceptor sewers as more particularly defined in "Exhibit C" attached hereto and reflected on those maps referenced therein, which shall include but not be limited to those originally designated as the Norton Avenue Interceptor, the Hamilton College Interceptor, the Fountain Street Interceptor the main pump station located on Lewis Road and the Route 233 pump station and force main extending to the College Interceptor, and such other appurtenances as may from time to time by the mutual agreement of the parties hereto be defined as interceptor sewers (hereinafter collectively referred to as the "Project Interceptors"), pursuant to SPDES Permit No. 0021385 issued by the New York State Department of Environmental Conservation which provides for the treatment and disposal of waste water in the a geographical area encompassing the Village, portions of the Town as more particularly defined in "Exhibit A" attached hereto, and a sewer system serving Hamilton College and its environs as more

particularly described in "Exhibit B" attached hereto, collectively referred to as the Clinton Sewer Service

Area (hereinafter referred to as "CSSA"); and

WHEREAS, the treatment and disposal of wastewater in the CSSA has been undertaken pursuant to an agreement by and between the Town, the Village and the College dated October 8, 1975 (hereinafter referred to as the "agreement") which included provisions relative to the construction, operation and maintenance of the WWTP; and

WHEREAS, the WWTP and Project Interceptors have been fully constructed, and have been in operation consistent with all necessary operating permits, and have provided service within the CSSA which has been expanded from time to time, upon consultation and agreement between the parties; and

WHEREAS, the WWTP was designed to process 2.5 million gallons of waste per day (MGD) with a Biochemical Oxygen Demand (BOD) influent loading of 3200 pounds per day, and a Total Suspended Solids (TSS) influent loading of 2720 pounds per day; and

WHEREAS, average daily flows at the WWTP are at approximately 1.875 MGD with influent BOD loading at 1824 pounds per day and TSS of 1872 pounds per day, suggesting the remaining capacity available totals 0.625 MGD with an influent BOD loading of 1376 per day and an influent TSS of 848 pounds per day, which if shared equally, would provide to each the Town, Village and

College, 0.208 MGD with a BOD of 458 pounds per day and a TSS of 282 pounds per day; and

WHEREAS, both the Village and Town have adopted Uniform Sewer Use Laws in accordance with all applicable laws, rules and regulations promulgated by the United States Environmental

Protection Agency, and the New York State Department of Environmental Conservation, among others, relative to the disposal of waste water within the CSSA and the definitions contained

therein, except as superseded by those definitions contained with "Exhibit D" attached hereto shall be applicable to the terms of this agreement; and

WHEREAS, the parties desire to amend, revise, and to otherwise clarify the agreement existing between them relative to the treatment and disposal of wastewater within the CSSA; NOW, THEREFORE, in consideration of the mutual covenants and representations herein contained, the parties' agree as follows:

1 SEWER SERVICE CHARGES

1.1. Charges for the services associated with the disposal of wastewater within the Town shall be calculated, levied and collected pursuant to the provisions of the Uniform Sewer Use Law (Chapter 95) adopted by the Town, and paid to the Village.

1.2. Charges for the services associated with the disposal of wastewater within the Village shall be calculated, levied and collected pursuant to the provisions of the Uniform Sewer Use Law adopted by the Village.

1.3. Charges for the services associated with the disposal of wastewater within the Hamilton College Sewer District shall be calculated and levied pursuant to the provisions of the Uniform Sewer Use Law adopted by the Town of Kirkland (Chapter 95), including specifically Section 1 201 A thereof, and paid to the Village.

2. CAPITAL IMPROVEMENTS OR REPAIRS

2. 1. The Village shall be solely responsible for the payment of those costs associated with any capital improvement or repair as defined and/or recognized by the regulations of the Internal Revenue Service, made to transmission lines, manholes and other such related facilities located within the corporate boundaries of the Village, except enlargements thereto caused by increases in needed capacity generated within the Town or by the College, with the financial responsibility for such enlargement to be apportioned by the Town, Village, and/or College as they mutually agree.

2.2. The Town shall be solely responsible for the payment of those costs associated with any capital improvement or repair as defined and/or recognized by the regulations of the Internal Revenue Service, made to transmission lines, manholes and other such related facilities located within the corporate boundaries of the Town included within the CSSA as more particularly described in "Exhibit A" attached hereto and excepting that area included within the College sewer system as defined in "Exhibit B" attached hereto, including the pump station located on Spring Street, except enlargements thereto caused by increases in needed capacity generated within the Village or by the College, with the financial responsibility for such enlargement to be apportioned by the Town, Village, and/or College as they mutually agree.

2.3. The College shall be solely responsible for the payment of those costs associated with any capital improvement or repair as defined and/or recognized by the regulations of the Internal Revenue Service, made to transmission lines, manholes and other such related facilities located within its sewer system as described in Exhibit B.

2.4. Those costs associated with any capital improvement or repair made to the WWTP and Project Interceptors shall be paid by the parties with the Village, Town and College each contributing share to be determined as provided in section 2.4.1. At the time of the execution of this agreement, such costs shall be borne equally, with each party paying one-third thereof.

2.4.1. At such times as the parties may mutually agree, but in no event less frequently than every five (5) years after the execution of this agreement, an audit of any change in assessed value within the CSSA of properties located in Village, Town and Hamilton College Sewer District shall be completed. Based thereon, the share paid by the Village, Town or College of those costs associated with any capital improvement or repair made to the WWTP or Project Interceptors shall increase or decrease by the percentage change in assessment, from the base assessment established at the time of the execution of this agreement. The increase or decreases shall be computed using the formula set forth on "Exhibit E" attached hereto.

3. TITLE OF PROPERTIES.

Excepting the WWTP owned by Village, and except as hereinbefore otherwise provided at Section "2.", each party hereto shall install, maintain and pay for all components of its sewer system located within or outside the boundaries of such party and shall have and retain legal title to the same.

4. PAYMENT.

The Town and College each covenant and agree that they will fully and timely pay all charges herein in this Agreement allocated to them in accordance with the terms and provisions hereof.

5. RESPONSIBILITY OF TOWN AND COLLEGE.

It is understood that the Hamilton College Sewer District, and its Hamilton College Sewer District Extension No. 1, is organized pursuant to S 228 of the Education Law and generally is subject to provisions of the Town Law with respect to improvement districts. The Town, therefore, to the extent permitted by law, guarantees the performance of all obligations, financial and otherwise, of the College under the terms and provisions of Agreement and that it will in all proper ways and by all proper means and procedures implement and accomplish on its part all things and matters necessary to effect the College's compliance with the terms and conditions hereof, and, as required and permitted by law, will pledge its full faith and credit to such obligations and financing as may be requisite for the College's participation and compliance herein. It is in no way wise intended herein or hereby that the powers vested by statute in the Board of Sewer Commissions of the Hamilton College Sewer District be diminished, abrogated or modified. The provisions of this paragraph apply to Town's responsibility with respect to all sewer districts and improvement areas within the Town.

6. ENLARGEMENT OF SERVICE AREA.

The boundaries of the CSSA shall not be enlarged nor waste water received from areas outside the boundaries of the CSSA without the approval of Village, Town and College. The Village shall not receive or contract to receive and process through its said treatment plant any waste water other than that of users within the confines of the CSSA as the boundaries of the latter are presently drawn, without the consent of Town and College.

7. REPAIR RECORDS ETC.

7. 1. The Village agrees to keep and maintain treatment plant and its interceptors and that part of its sewer system used by the parties (except as expressly set forth in Section 2. herein) at all times in good repair and operating condition for the benefit of the parties hereto, acts of God, war, insurrection, vandalism or other emergency excepted. In the event of any of the latter, the Village shall, as soon as reasonably possible, restore satisfactory operation of said facilities, and the Village shall incur no liability to the other parties hereto or the users the parties by reason of failure or diminution of services for a reasonable period by reason such acts or emergencies.

7.2. The Village agrees to make available at all reasonable times to the College and the Town and their designated representatives all records of Village pertaining to cost of acquisition, construction, operation and maintenance of the facilities serving the parties and to annually submit to the Town and College, statements of the operation, condition and finance of said facilities for the preceding year and to submit to Town and College prior to the commencement of each succeeding year, its proposed operating budget for such year.

7.3. The Town and College respectively shall file with Village complete maps of all sewer facilities including as built drawings of their collection systems and shall keep the same at all times current.

7.4. The Town and College shall provide to the Village, and/or otherwise confirm on or before March 1st of each year, any changes in assessed value, as defined by the Village's Sewer Use Law, located within the Town and Hamilton County Sewer District, respectively.

7.4.1 . The Village shall provide to the Town and College and/or otherwise confirm on or before August 1st of each year, the anticipated capital contributions for capital improvements to be made to the WWTP.

8. RIGHTS-OF-WAY.

It is expected that as Town sewer service develops, the Town will construct additional interceptor or transportation sewers to Village's system. The parties hereto, with respect to the project and with respect to future sewer and sewer treatment facilities, agree that they shall grant one to the other requisite rights-of-way, easements, licenses and privileges in, over and under the streets, lanes, highways, roads and other public places of the respective parties for the purpose of construction, maintenance, repair and replacement of facilities without consideration or charge, and the parties shall in all ways cooperate each with the others in obtaining and/or granting such requisite rights-of-way, easements, licenses and privileges.

9. NOTICE OF INCREASE IN USE.

9.1 . In addition to any notice required under the State Environmental Quality Review Act ("SEQRA"), the Town, by way of its Town Board, Zoning Board of Appeals and/or Planning Board, the College, by way of its Facilities Department, and the Village, by way of its Village Board, Zoning Board of Appeals and/or Planning Board, shall give notice in advance of approval and implementation to one another of any contemplated increase of use of the facilities as soon

as may be practicable, in advance of implementation of such use in order that the treatment plant facilities may be prepared for acceptance of such increase.

9.1 .1 The Town and/or Village shall recognize the CSSA Board and its individual members as "involved" or "interested" agencies under the State Environmental Quality Review Act ("SEQRA").

9.2 The Town and/or Village, upon consultation with the CSSA Board, and consistent with the provisions of their Sewer Use Laws, may establish a protocol for the issuance of a wastewater discharge permit within six (6) months from the execution hereof, and may establish a impact fee to be paid by the party identified as responsible for enlarging the service area, or hydraulic or treatment demands of the WWTP particularly if, in the opinion of the CSSA Board, the issuance of the wastewater discharge permit will have a significant impact on the remaining capacity at the

WWTP.

10. DURATION.

It is hereby agreed and determined that this Agreement shall continue in full force and effect for a term of twenty (20) years. This Agreement shall be renewed for such further period as may be required to amortize serial bonds issued by Village in connection with any further and additional improvements or enlargement made by it for the mutual benefit of the parties.

11. ASSIGNMENT.

None of the parties' hereto may assign all or any part of its right, title, interest and obligation hereunder except with a consent in writing of the other parties' hereto.

12. DISPUTES.

In the event that any disputes arise between the parties hereto which cannot be resolved by them, whether arising by reason of the provisions of this Agreement or by reason of any circumstances, pertaining to joint sewer service among the parties, not covered by this Agreement, any party hereto may submit the same for determination by the American Arbitration Association in accordance with the rules thereof. Judgment upon the award or decision rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof. Unless the parties unanimously agree otherwise amongst themselves, costs of arbitration, including disbursements of the parties in preparation of their cases for arbitration, shall be determined by the Arbitrator(s) with respect to allocation and payment thereof and as part of the Arbitration proceedings and decision or award.

13. WAIVER.

No waiver of any breach of any condition of this agreement shall be binding unless the same shall be in writing and signed by the party waiving the said breach.

14. AMENDMENTS.

This Agreement may be amended or modified by a Resolution which shall be adopted by all parties hereto by a vote of a majority of each of their respective legislative bodies. For the purposes hereof, the Board of Sewer Commissioners of the Hamilton College Sewer District is considered the legislative body of the Hamilton College Sewer District.

15. CSSA BOARD.

There shall be, with respect to the operation of a sewer system within the CSSA, a CSSA Board consisting of not less than one nor more than two appointees from each of the College, Town and Village. Said Board shall hold regular meetings in accordance with the Public Officer's Law of the State of New York, at least semiannually in February and August on dates established by said Board to be noticed by the Village representative to the

CSSA Board, unless otherwise noticed as provided herein. The dates so established shall be communicated to the Village, Town and College as shall any subsequent change in such regular meeting dates. Such Board may meet more frequently, as it may determine, and at any time upon call of two members, one of whom has been appointed by a different contracting party hereto from the other, on at least forty-eight (48) hours written notice, or at any time upon written waiver of such notice.

Books and records of each party pertaining to its sewer matters, shall be open to inspection of the Committee at the Office of the Village Clerk at all reasonable times. Policy matters pertaining to the WWTP and the sewer system as a whole, both in force and proposed, shall be reviewed by the Committee as well as budgetary matters of administration, operation and management of the WWTP and the sewer system as a whole.

The Village shall keep written minutes of the Committee's meetings and shall keep the contracting parties advised of all deliberations, conclusions and recommendations.

The Town, Village and College shall give due consideration to the recommendations of said Board concerning the administration, operation and maintenance of the WWTP and shall adopt such recommendations as it may, after such due consideration, find feasible, proper and beneficial to its administration, operation and maintenance of the WWTP for the contracting parties.

16. EXECUTION.

This Instrument has been ratified by resolutions duly adopted by a threequarters vote of each of the governing bodies of Village, Town and College, as follows:

(1) The Supervisor of the Town has executed this Agreement pursuant to a Resolution of the Town Board of the Town of Kirkland duly adopted by a meeting held on the 27th day of April, 2016 and Robert Meelan, said Supervisor, whose

signature appears hereafter, is both duly authorized and empowered to execute this Agreement and enter into this contract on behalf of said Town.

(2 That the Mayor of the Village of Clinton has executed this Agreement pursuant to Resolution duly adopted by the Board of Trustees of the Village of Clinton at a meeting thereof held on the 5th day of January, 2015 and that John A. Lane, Mayor, whose signature appears hereafter, is both duly authorized and empowered to execute this Instrument and enter into such an Agreement on behalf of the Village.

(3 That the Chairman of the Board of Commissioners of the Hamilton College Sewer District, has executed this Agreement pursuant to Resolution duly adopted by said Commissioners at a meeting thereof held on the 3rd day of December, 2014 and that Gordon Hewitt, President, whose signature appears hereafter, is both duly authorized and empowered to execute this Instrument and enter into such Agreement on behalf of Hamilton College Sewer District.

17. SEVERABILITY.

Should any portion or provision of this agreement, or the application thereof in a particular circumstance, be declared invalid by a Court of competent jurisdiction, the validity of the remaining portion and provision shall not be effected and the rights and obligations of the parties' shall be construed and enforced as if the contract did not contain the particular portion or provision or held to be invalid in application, to the extent prescribed by such Court.

18. BINDING EFFECT.

All of the covenants contained in this agreement shall extend to and bind the respective successors and assigns of the parties hereto with the same force and effect as of the word successors and assigns had in each case been specifically mentioned.

This Agreement may be executed in any number of counterparts, each of which shall be considered an original, but such counterparts together shall constitute but one and the same Instrument.

19. ENTIRE AGREEMENT

This agreement will supercede all prior agreements executed by all the parties relating to the Clinton Sewer Services Area, including specifically, an agreement dated October 8,

20. EFFECTIVE DATE:

This Agreement shall become effective upon execution by the representatives of all parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective officers and the seals of the parties to be affixed hereto.

Dated: April ____, 2016

VILLAGE OF CLINTON

(Seal)

By _____
John A. Lane, Mayor

Dated: April ____, 2016

TOWN OF KIRKLAND

(Seal)

By _____
Robert Meelan, Supervisor

Dated: April ____, 2016

HAMILTON COLLEGE SEWER DISTRICT

(Seal)

Clinton Sewer Service Area
Kirkland, Clinton, Hamilton College Sewer Districts
Responsibilities for Service Area

In accordance with the Clinton Sewer Service Area (CSSA) contract between the Village of Clinton, the Town of Kirkland and the Hamilton College Sewer District, the Village of Clinton is responsible for the operation and management of the waste water sewer treatment plant (WWTP), all interceptor lines that connect treatment plant, the Route 233 pumping station, the syphon system at the crossing of the interceptor line at Oriskany Creek and the administrative costs of the CSSA and the Village sewer. In addition the Village of Clinton is responsible for its own sewer collection system.

The Village of Clinton Department of Public Works has provided emergency response services to clear restrictions in the collection system for the CSSA interceptors as well the collection systems for the Town of Kirkland and Village of Clinton. It also has the responsibility to repair the Village system through inspections and as necessary, commercial contracts to repair manholes and lines.

Since the CSSA's inception, the WWTP budget has been a combined budget that includes its responsibilities for the CSSA and its respective collection system. This has resulted in difficulties in understanding funding needs for each entity, developing annual budgets and creating capital planning options for the Villages responsibilities to the three parties and to itself.

Effective 1 June 2020, the WWTP budget will be restructured to separate operations of the wastewater treatment plant, those capital expenditures directly attributed to the CSSA (bonding) and certain other areas that fit with the operations of the WWTP from the Village of Clinton administrative responsibilities, costs associated with the annual maintenance of CSSA the collection system and its costs to maintain the Village's collection system.

The two new budgets will be called CSSA/WWTP and Village Sewer. In general all administrative functions in the old WWTP budget will be moved to Village Sewer as will all personnel costs associated with billing and the Department of Public Works. Overhead management, Mayor, Trustee, Village Clerk and Attorney costs will move to the Village General budget.

Addendum → 11/7/19