



February 23, 2026

Hon. Louis Cianfrocco, Mayor  
and Village Board  
Village of Chittenango  
222 Genesee Street  
Chittenango, New York 13037

Re: Village of Chittenango Wastewater Treatment Plant Unit Process Capacity Assessment

Subj: Proposal for Engineering Services – Study and Technical Memorandum

File: 702.5396

Dear Mayor Cianfrocco and Village Board:

In January 2026, Barton & Loguidice, D.P.C. (B&L) completed a preliminary assessment for the Town of Sullivan, evaluating the feasibility and costs for extending public sewers along the Lakeport Road corridor north of the Village of Chittenango with treatment of sanitary waste at the Village’s wastewater treatment plant (WWTP).

The preliminary evaluation demonstrated the viability for a “regional” wastewater management project that would extend public sewers north along Lakeport Road to NYS Route 31 to the Town’s West Sullivan Sewer District (WSSD) pump station, which currently pumps sewage from the Town’s West Sullivan and Bridgeport Sewer Districts to the Town of Lenox for treatment at the Sylvan Beach WWTP. This regional project also offers benefits to the planned Bridgeport Sewer District Extension No. 1 which, to date, has been formed and received \$10.15M in grants from WIIA and WQIP. It negates the need to add a second wet-weather storage tank at the WSSD pump station, investing instead in new regionally beneficial conveyance infrastructure to Chittenango. The Town of Sullivan recently authorized B&L to evaluate alternatives for a new sewer district along Lakeport Road and summarize these findings in an agency compliant Preliminary Engineering Report and Map, Plan, and Report (PER-MPR) required for sewer district formation and funding pursuit. The Town received a \$50,000 Engineering Planning Grant from the NYS Environmental Facilities Corporation (EFC) for this report, focused on improving the water quality of Oneida Lake.

In support of these initiatives and to identify the Village’s capacity to accept additional sanitary flows/loads from future planned districts outside of the Village’s current service area, the Village of Chittenango Administrator, Robert Freunsch, has requested a separate scope of service and fee proposal from B&L for completing a capacity assessment of the major unit processes currently in





operation at the WWTP. If authorized, this capacity assessment would be appended to the PER-MPR, providing opportunities for the Village to “piggyback” on the Town’s “regional” project for seeking loans/grants for WWTP asset renewal under a joint project with the Town.

As a growing municipality in Madison County in close proximity to the planned Micron facility in the Town of Clay, Onondaga County, long-term planning for public sewer service is critical for future growth and business development within and around the Village of Chittenango. B&L looks forward to the opportunity to help the Village identify future sewer service needs and develop near-term and long-term strategies for meeting these needs.

### **Scope of Services**

Based on the above, the following Scope of Services is proposed for preparing a Unit Process Capacity Assessment Technical Memorandum for the Village of Chittenango WWTP.

1. **Site Visit** - Conduct an on-site meeting with Village WWTP staff to tour the wastewater treatment plant, review the major unit process operations (i.e., influent pumps, screening, aeration, settling, effluent disinfection, solids handling), and discuss needs or deficiencies with unit process systems and equipment assets. Meet with Village DPW staff to confirm limits of sewer service, including outside sewer districts in the Towns of Sullivan and Manlius.
2. **WWTP Performance Data and Capacity Assessment**
  - a. Review/summarize three (3) years of treatment plant performance data to assess influent and effluent characteristics, percent removals, seasonal flow/load variations, and overall SPDES permit compliance; document any permit excursions.
  - b. Review available WWTP design drawings, basis of design reports, and contract specifications to establish current unit process design capacities; where needed, validate/establish unit process capacities using 10 States Standards, TR-16, and/or accepted industry design standards.
3. **Local Limits Evaluation and Projected Users**
  - a. Meet with Village staff (i.e., Code Enforcement, Planning Board) to develop an understanding of planned/potential growth within and outside the Village; utilize current flow/load data to estimate new user flow/load projections.
  - b. Evaluate pollutants of concern, existing SPDES permit limits, and potential future limitations regarding ammonia/nitrogen and phosphorus which may be imposed by NYSDEC with increased plant discharge flow/load to Chittenango Creek.
  - c. Develop projected flows/load for planned/potential growth within/outside the Village, and estimate remaining (or deficit) capacities for each major unit process in terms of flow, load (lbs/day), and equivalent dwelling units (EDUs).
4. **Regional Needs Assessment Workshop** – Coordinate and attend a Kick-off Workshop with representatives from the Village of Chittenango, Town of Sullivan, Madison County Health Department, and NYSDEC Region 7 Water Quality Office to discuss “regional” wastewater management and funding scenarios. Review anticipated growth areas and sanitary projections within the Village, as well as current plant performance and capacity needs. Discuss any WWTP improvements the NYSDEC may want to see.



5. **Memorandum of Understanding - Facilitate discussions with the Town of Sullivan and Village, as appropriate, for drafting a Memorandum of Understanding (MOU), to be executed by each municipal Board and appended to the PER-MPR. The MOU will outline the general structure of the “regional” project and each Board’s intent to work together to plan and fund a joint capital project. The MOU will precede an Inter-municipal Agreement (IMA) in support of this initiative, and will serve to strengthen project scoring and co-funding opportunities.**
  
6. **Draft Technical Memorandum – Develop a Draft Technical Memorandum, supporting tables and figures, that will provide a desk-top assessment of unit process capacities for accommodating projected waste flows/loads from the Town of Sullivan’s four (4) sewer districts, as well as the Village, and would identify required process and asset renewal improvements and estimated capital costs.**

The memorandum will provide a summary of:

- regional needs assessment;
- future (20-year) growth projections within and outside the Village;
- existing and projected flows/loads at the WWTP, and excess/deficit unit process capacities;
- potential future regulatory or operational limitations or restrictions at the plant;
- identify potential unit process improvements that could provide additional treatment capacity without undergoing a capital improvement project; and
- Outline an asset renewal plan with recommendations for:
  - Near-term WWTP asset renewals and budgetary costs;
  - Five (5)-year asset renewal and unit process upgrade plan to accommodate the regional conveyance system infrastructure project.

The memorandum will serve as a high level planning document in support of the Town’s Lakeport Road Sewer District PER/-MPR. As such, it will not include evaluation of alternative unit process upgrades or changes to the current plant processes or configuration to accommodate projected flows/loads beyond current SPDES permit limits. Further, it will not identify the feasibility of a capital improvement project, or identify potential plant expansions necessary to accommodate additional flows beyond current design capacities.

7. **Workshop Meetings – B&L will schedule and attend one (1) workshop meeting with the Village within one (1) week of Draft Technical Memorandum submission to review any Village comments/questions, and to discuss potential capital improvements, if these are identified in the memorandum. B&L will prepare a Final Tech Memo, addressing Village comments as appropriate, and submit one (1) electronic .pdf file for Village use.**

#### **Services Not Included**

The following services are not included in this proposal but may be added through amendment should the Board wish to pursue a capital project:

1. Flow monitoring, sampling and laboratory analysis;
2. Preliminary Engineering Report;



3. Funding applications;
4. Permitting;
5. Preliminary and Final Design, and Bid Phase services; and
6. Construction Phase services.

**Fee for Services**

For the Scope of Service Phases 1 above, B&L proposes a not-to-exceed lump sum fee of \$15,000. Invoices will be submitted to the Village monthly. For lump sum authorizations, services will be billed proportional to the percent of scope complete. We will not bill beyond this amount without a change in scope and prior approval from the Village.

If this proposal is satisfactory, please return one (1) signed copy to our office.

I will be attending the Village's February 26<sup>th</sup> Board Meeting to review this proposal and answer any questions the Board may have. In the meantime, please do not hesitate to contact Jacqueline Jones or me with any questions.

Sincerely,

BARTON & LOGUIDICE, D.P.C.

A handwritten signature in black ink, appearing to read 'Kenneth M. Knutsen'.

Kenneth M. Knutsen, P.E.  
Senior Vice President

A handwritten signature in black ink, appearing to read 'Jacqueline N. Jones'.

Jacqueline N. Jones  
Staff Engineer

JNJ/tlh

Attachments: B&L Standard Terms and Conditions

**Authorization**

Barton & Loguidice, D.P.C. is hereby authorized by the Village of Chittenango ("Client") to proceed with the services described herein in accordance with the attached Terms and Conditions.

\_\_\_\_\_  
Louis Cianfrocco, Mayor  
Village of Chittenango

\_\_\_\_\_  
Date

**STANDARD TERMS AND CONDITIONS**  
for  
**PROFESSIONAL CONSULTANT SERVICES**  
provided by  
**BARTON & LOGUIDICE, D.P.C. ("Consultant")**

The OWNER and the CONSULTANT, for themselves, their successors and assigns, have mutually agreed and do agree with each other as follows:

### 1.0 Basic Agreement

Consultant shall provide, or cause to be provided, the Services set forth in the proposal (PROPOSAL) to which these terms and conditions are attached, and Owner shall pay Consultant for such Services as set forth in PROPOSAL. The PROPOSAL, in conjunction with these terms and conditions is referred to herein as "Agreement".

### 2.0 General Considerations

A. The standard of care for all professional or related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

B. Consultant shall commence to provide its services upon the full execution of this Agreement and shall provide those services within a reasonable time. In no event shall Consultant be obligated to perform services on a schedule which, in the Consultant's professional judgement, does not provide Consultant sufficient time to perform in accordance with the aforesaid standard of care.

C. All design documents prepared or furnished by Consultant are instruments of service, and Consultant retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Consultant grants Owner a limited license to use the instruments of service exclusively (1) performance of design or operation, (2) for Project construction as is the intended purpose of the documents, and (3) for the purpose of maintenance and repair of the Project, or (4) other documents, reports, details and plans as defined in the project Scope of Work.

D. Consultant shall not at any time supervise, direct, or have control over any contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

E. Consultant neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

F. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Consultant's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decisions regarding, or interpretations or clarifications of, the construction contract or Instruments of Service made by Owner or any third party without the advice and consultation of Consultant.

G. If the Construction Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Consultant shall specify the appropriate performance and design criteria that such services must satisfy. The Consultant shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Consultant. The Consultant's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Consultant shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

H. Unless otherwise included under this Agreement, the parties acknowledge that Consultant's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). Owner represents to Consultant that, to the best of its knowledge, a Hazardous Environmental Condition does not exist at the Site, except as expressly disclosed to the Consultant in writing. If Consultant or any other party encounters a Hazardous Environmental Condition, Consultant may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

I. The services to be provided by Consultant under this Agreement DO NOT INCLUDE advice or recommendations with respect to the issuance, structure, timing, terms or any other aspect of municipal securities, municipal derivatives, guaranteed investment contracts or investment strategies. Any opinions, advice, information or recommendations provided by Consultant are understood by the parties to this Agreement to be strictly engineering or other technical opinions, advice, information or recommendations. Consultant is not a "municipal advisor" as defined by 15 U.S.C. 78o-4 or the related rules of the Securities and Exchange Commission. The other parties to this Agreement should determine independently whether they require the services of a municipal advisor.

J. The Consultant shall not be required to execute certificates, guarantees, warranties or make representations that would, in its professional judgment, require knowledge, services or responsibilities beyond the scope of this Agreement.

K. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

L. To the fullest extent permitted by law, Owner and Consultant (1) waive against each other, and the other's employee's, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Consultant's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Consultant pursuant to the PROPOSAL, whichever is greater, (the "Limitation Amount"), and further, in no event shall the Limitation Amount exceed the amount of liability insurance proceeds actually available to the Consultant for the claim at issue at the time of settlement or final judgment net of any and all expenses paid or incurred on the claim at issue, payments made or incurred in connection with other claims made against the Consultant, or any other circumstances which may reduce, impair, or eliminate the overall availability of such insurance to the Consultant. It is intended that these limitations apply to any and all liability or cause of action.

### 3.0 Payment for Services

Consultant will prepare a monthly invoice in accordance with Consultant's standard invoicing practice and submit the invoice to Owner. Invoices are due and payable within 30 days of the date of the invoice. Consultant may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Consultant has been paid in full all amounts due for services, expenses, and other related charges.

### 4.0 Additional Services

Additional services may be required in Consultant's professional judgement because of changes in the Project, or unforeseen circumstances. The Consultant shall furnish services in addition to those set forth in the PROPOSAL if mutually agreed by Owner and Consultant. Owner shall pay Consultant for any Additional Services provided as follows: (1) as may be mutually agreed to in writing, or (2) in the absence of a mutual agreement an amount equal to the cumulative hours engaged in providing the Additional Services times the Consultant's hourly billing rates for each applicable billing class in effect at the time the Additional Services are performed; plus reimbursable expenses and charges for Consultant's Subconsultants, if any.

### 5.0 Dispute Resolution

Owner and Consultant agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice by either party of the existence of the dispute. If a dispute involves matters other than a claim by Consultant for payment of fees and the parties fail to resolve the dispute through negotiation then Owner and Consultant agree that they shall first submit any and all such unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by a mutually acceptable mediator. Owner and Consultant agree to participate in the mediation process in good faith and to share the cost of the mediation equally. The process shall be conducted on a confidential basis, and shall be completed within 150 days of the date of notice by either party of the existence of the dispute. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to an alternative dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

### 6.0 Accrual of Claims

All causes of action between the parties to this Agreement including those pertaining to acts, failures to act, or failures to perform in accordance with the obligations of the Agreement or failures to perform in accordance with the standard of care shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts, failures to act or failures to perform occurring prior to Substantial Completion, or the date of issuance of the Notice of Acceptability of Work (or similar notice of the final completion of the Project) for acts, failures to act or failures to perform occurring after Substantial Completion.

### 7.0 Controlling Law

This Agreement is to be governed by the law of the state in which the project is located.

### 8.0 Successors, Assigns, and Beneficiaries

Owner and Consultant each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Consultant (and to the extent permitted herein the assigns of Owner and Consultant) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither Owner nor Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. This provision shall not preclude Consultant from retaining Subconsultants as it deems reasonably necessary for the completion of the services rendered hereunder.

### 9.0 Termination

If Consultant's services related to the project are terminated for any reason, Consultant shall be compensated for time plus reasonable expenses associated with demobilizing personnel and equipment, and, if requested in writing by the Owner, for completion of tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

### 10.0 Total Agreement/Severability

This Agreement, including any expressly incorporated Exhibits, constitutes the entire Agreement between Owner and Consultant and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. If any term or condition of this Agreement shall, to any extent, be found invalid, void or unenforceable, the remaining provisions shall remain in full force and effect to the extent allowed by applicable law.

## Karen Hawkins

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**From:** Kenneth M. Knutsen <Kknutsen@bartonandloguidice.com>  
**Sent:** Monday, February 23, 2026 12:24 PM  
**To:** Robert Freunsch  
**Cc:** Karen Hawkins; Tom Daviau; Eric Tedford; 'John R. Langey'; Jacqueline N. Jones  
**Subject:** 702.5396 Chittenango WWTP Unit Process Capacity Assess Proposal-022326  
**Attachments:** 702.5396 Chittenango WWTP Unit Process Capacity Assess Proposal-022326 (ID 3546621).pdf

Good morning Bob,

We visited the Village's treatment plant last week and toured the facility with Dan and Seth to get an initial understanding of the plant's unit processes, equipment condition, general capacities and known deficiencies. We've used what we learned to inform the attached letter proposal for completing a Unit Process Capacity Assessment for the Village's WWTP in parallel to, and as a key part of the Town of Sullivan's Preliminary Engineering Report (PER) for the potential Lakeport Road Sewer District and "regional" project opportunity. As discussed at the Town Board meeting, it is our understanding that the Village is interested in partnering with the Town on this projects, and would consider funding this WWTP assessment as part of the potential "regional" project.

Please review this, and call me with any questions. If you have none, then we'd ask that this be placed on the Board Meeting agenda for this Thursday 2/26 for Board consideration. I plan to attend the meeting to review this, and answer any questions the Board may have.

Thank you,  
Ken

**Kenneth M. Knutsen, P.E.**  
Senior Vice President  
Sustainable Planning & Design Practice Area Director

### **Barton&Loguidice**

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