

THIS AGREEMENT made this 25<sup>th</sup> day of July, 1978, by and between CENTRAL SCHOOL DISTRICT NO. 1 OF THE TOWN OF DRYDEN AND GROTON, TOMPKINS COUNTY, AND HARFORD, CORTLAND, NEW YORK, a school district corporation organized and existing under the provisions of the Education Law of the State of New York, having its principal place of activity at Dryden, Tompkins County, New York, party of the first part, hereinafter referred to as "School", and VILLAGE OF DRYDEN, a municipal corporation of the State of New York, Dryden, New York, party of the second part, hereinafter referred to as "Village", in manner following:

WHEREAS, the School desires to contract with the Village to obtain sewer disposal service for the Junior-Senior High School building located on the north side of Route 38 outside of the corporation limits of the Village and for the elementary school, located at James and Union Streets and the bus garage located on Montgomery Street, within such corporate limits of the Village, and the Village desires to furnish such services;

NOW, THEREFORE, the Village agrees that it will furnish such sewage disposal services to the School for the benefit of the two schools and bus garage above-mentioned for all normal purposes of the School District, for the annual charge to be known herein as the "School Sewer Rental", and determined as indicated below:

A. The School sewer rental shall be based upon a use concept of equivalent population. The School sewer rental shall be the proportionate amount of the annual sewer expense which the equivalent population of the School bears to the equivalent population of the sewer system. This is expressed in the formula as follows:

$$\frac{\text{Equivalent pop. of school by vol.}}{\text{Equiv. pop. of sewer system by vol.}} \times \text{ann. sewer exp.} = \text{school sewer rent}$$

B. The equivalent population of School shall be the total of the number of students and employees of the Junior-Senior High School and the number of students and employees in the elementary

chool, all divided by five. Part-time and full-time employees shall be counted as one. Students in grades 1 through 6 shall be counted as one. Kindergarten students shall each be counted as 1/2 (because they attend school 1/2 day). The figures to be used for the above determinations shall be those available at the end of the first attendance period of the current school academic year preceding the payments as scheduled below.

C. The equivalent population of the Village shall be determined by multiplying the total number of sewer connections by 3.4 and then adding the school equivalent population as determined above.

D. The annual sewer expenses shall include the following:

1. Debt service on 1967 project (G9710.6, G9710.7) and any debts service on any updating of said project;
2. 20% of Village Clerk's salary (G8110.1);
3. 15% of Central Garage expense (G9710.1, G9510.2 and G9510.4);
4. Treatment plant operation expense (G8130.1, G8130.2 and G8130.4);
5. Employee benefits (G9030.8 Social Security, G9040.8 Workmen's Compensation and G9101.8 Retirement), which benefits are actually attributable to the cost of maintenance and operation of the public sewer system.

The figures relating to the annual sewer expense shall be from the official Village Report for the fiscal year immediately preceding the year to which the formula applies. The Village agrees to furnish said report as soon after June 1 of each year as may be reasonable and practical.

E. The period of this contract shall commence on June 1, 1977, and continue for a period of five (5) years to May 31, 1982. The formulas expressed herein shall be used to compute the annual School sewer rental during the period of the contract and after the contract period and until a new contract shall have been entered into. Provided, however, that the Village may refuse to provide sewer service to the School if a new contract shall not have been entered into within one (1) year from the date of expiration of this contract. Further provided, however, that any

new contract which shall be entered into shall provide for the retroactive effect of that contract to the date of the expiration of this contract.

F. The annual School sewer rental shall run for five (5) successive years beginning June 1, 1977, through May 31, 1978, and each of the four (4) years following.

G. Payments shall be made one-half (1/2) in October and one-half (1/2) in April of each year, said payments to be made by the school within thirty (30) days of billing the same by the Village. If payment is not received within said period, penalties and/or interest may be assessed according to the then applicable Village policies.

H. The school agrees to abide by any rules, regulations, ordinances or Local Laws adopted by the Village and pertaining to said sewer and sewage disposal system. The existing rules and regulations, ordinances and local laws are incorporated herein by reference.

I. This agreement shall apply to and bind each of the parties hereto for and during the term hereof and their successors in office of each of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be signed by their respective duly authorized officers and the seals of each of the same duly affixed the day and year first above written.

CENTRAL SCHOOL DISTRICT NO. 1 OF THE  
TOWN OF DRYDEN AND GROTON, TOMPKINS  
COUNTY, AND HARFORD, CORTLAND COUNTY,  
NEW YORK

by Frederic A. Williams  
President, Board of Education

ATTEST:  
District Clerk

Francis Mary Schutt

VILLAGE OF DRYDEN

by Almon G. Stevens  
Almon G. Stevens, Mayor

ATTEST:  
Village Clerk

Devin H. Sullivan