

**FINANCE**

Upon the recommendation of the Superintendent, and on the motion of \_\_\_\_\_, seconded by \_\_\_\_\_, it is resolved that the following finance actions are hereby taken:

**A. General Fund Establishments and Adjustments**

**1. Budget Establishments for 2017-2018:**

Item#	CoSer #	Title	In the Amount of
233-18	302.494	Itinerant Handicapped: Other w/Monroe #1 BOCES	\$ 1,648
234-18	439.499	Exploratory Enrichment w/Cattaraugus-Allegany BOCES	\$ 1,961

These establishments will be supported as follows:

233-18	302.494	Coming: \$1,648
234-18	439.499	Campbell-Savona: \$1,961

**2. Budget Increases for 2017-2018:**

Item #	CoSer#	Title	Increase	From	To
235-18	209.000	Special Class 1:8:1	\$ 167,955	\$ 6,338,025	\$ 6,505,980
236-18	216.217	Special Class 1:6:1 (ASD)	\$ 46,112	\$ 2,276,062	\$ 2,322,174
237-18	313.000	Itinerant Interpreter for the Deaf	\$ 6,462	\$ 309,171	\$ 315,633
238-18	349.495	Itinerant Diagnostic Services w/WFL BOCES	\$ 358	\$ 4,351	\$ 4,709
239-18	401.000	Arts in Education	\$ 3,744	\$ 381,752	\$ 385,496
240-18	403.001	Alternative Education-Adventure Based Learning	\$ 2,000	\$ 116,993	\$ 118,993
241-18	416.494	Acad. Program: Spec. Fac. w/Monroe #1 BOCES	\$ 1,209	\$ 10,368	\$ 11,577
242-18	419.693	Acad. Program: Spec. Fac. w/TST BOCES	\$ 1,440	\$ 3,420	\$ 4,860
243-18	426.000	Exploratory Enrichment	\$ 5,571	\$ 136,646	\$ 142,217
244-18	508.000	Library Services	\$ 16	\$ 347,593	\$ 347,609
245-18	511.000	Printing	\$ 56,072	\$ 1,689,759	\$ 1,745,831
246-18	512.000	Computer Services: Instructional	\$ 18,478	\$ 2,388,840	\$ 2,407,318
247-18	522.000	Equipment Repair (AV/Micro/Electronic)	\$ 7,000	\$ 350,942	\$ 357,942
248-18	550.591	Computer Services: Instructional w/Erie 1 BOCES	\$ 36,187	\$ 1,390,407	\$ 1,426,594
249-18	605.000	Computer Services: Mgmt.	\$ 57,835	\$ 13,676,672	\$ 13,734,507
250-18	615.592	Planning Services: Mgmt. w/Questar III BOCES	\$ 6,500	\$ 109,360	\$ 115,860
251-18	629.591	Computer Services: Mgmt. w/Erie 1 BOCES	\$ 35,263	\$ 3,507,589	\$ 3,542,852
252-18	631.694	Computer Services: Mgmt. w/E. Suffolk BOCES	\$ 2,960	\$ 16,629	\$ 19,589
253-18	633.493	Healthcare Coordination w/GV BOCES	\$ 20,617	\$ 49,596	\$ 70,213
254-18	638.495	Cooperative Bidding: Energy w/WFL BOCES	\$ 6,831	\$ 19,125	\$ 25,956
255-18	641.496	Recruiting Services w/Monroe 2 BOCES	\$ 1,341	\$ 13,861	\$ 15,202
256-18	648.698	Recruiting Services w/Putnam BOCES	\$ 375	\$ 26,232	\$ 26,607
257-18	659.591	Planning Services: Mgmt. w/Erie 1 BOCES	\$ 2,475	\$ 78,480	\$ 80,955

These increases will be supported as follows:

235-18	209.000	Various Component Districts
236-18	216.217	Various Component Districts
237-18	313.000	Coming: (\$9,033), Elmira: \$34,513, Hammondsport: (\$9,509), Horseheads: (\$9,509)
238-18	349.495	Hammondsport: \$358
239-18	401.000	Avoca: \$3,002, Bath: (\$4,000), Campbell-Savona: \$5,343, Canaseraga: (\$601)
240-18	403.001	Campbell-Savona: \$2,000
241-18	416.494	Canisteo-Greenwood: \$1,209
242-18	419.693	Elmira: \$450, Watkins Glen: \$990
243-18	426.000	Arkport: \$582, Avoca: \$366, Bath: \$4,000, Canaseraga: \$601, Prattsburgh: \$22
244-18	508.000	Watkins Glen: \$16
245-18	511.000	Addison: \$1,842, Alfred-Almond: \$132, Arkport: \$1,296, Avoca: \$135, Bath: \$1,039, Campbell-Savona: \$1,249, Canaseraga: \$190, Canisteo-Greenwood: \$225, Coming: \$12,713, Elmira: \$14,118, Elmira Heights: \$4,108, Hammondsport: \$1,758, Homell: \$2,137, Horseheads: \$2,939, Odessa-Montour: \$2,625, Prattsburgh: \$120, Spencer-Van Etten: \$181, Watkins Glen: \$2,598, Waverly: \$4,198, Misc. Revenue: (Elmira Water Board: \$110, Horseheads Historical Society:

		\$122, Notre Dame High School: \$186, Saint Mary Our Mother School: \$60, Steuben County: \$1,752, Village of Horseheads: \$239)
246-18	512.000	Campbell-Savona: \$18,500, Prattsburgh: (\$22)
247-18	522.000	Corning: \$7,000
248-18	550.591	Alfred-Almond: \$11,476, Arkport: \$16, Avoca: \$25,420, Canisteo-Greenwood: (\$896), Hornell: \$171
249-18	605.000	Bath: \$50,886, Campbell-Savona: (\$18,500), Spencer-Van Etten: \$5,000, Misc. Revenue: (E-rate-Districts: \$3,122, Finn Academy: \$14,538, Schuyler County: \$2,789)
250-18	615.592	Arkport: \$6,500
251-18	629.591	Alfred-Almond: \$2,620, Arkport: \$4,276, Avoca: \$10,846, Campbell-Savona: \$598, Hornell: \$16,911, Jasper-Troupsburg: \$12
252-18	631.694	Horseheads: \$2,960
253-18	633.493	Bath: \$19,362, Bradford: \$1,255
254-18	638.495	Addison: \$1,471, Alfred-Almond: \$1,298, Arkport: \$345, Avoca: (\$952), Campbell-Savona: \$345, Canaseraga: \$173, Canisteo-Greenwood: \$345, Corning: \$1,471, Hammondsport: \$1,471, Hornell: \$346, Jasper-Troupsburg: \$173, Prattsburgh: \$345
255-18	641.496	Canisteo-Greenwood: \$1,341
256-18	648.698	Bradford: \$375
257-18	659.591	Avoca: \$2,475

### 3. Budget Decreases for 2017-2018:

Item #	CoSer #	Title	Decrease	From	To
259-18	203.220	Special Class 1:12:1	\$ 255,902	\$ 662,765	\$ 406,863
260-18	205.000	Special Class 1:15	\$ 34,031	\$ 742,674	\$ 708,643
261-18	216.000	Special Class 1:6:1 (EPC)	\$ 29,982	\$ 1,443,810	\$ 1,413,828
262-18	216.214	Special Class 1:6:1 (ED)	\$ 87,026	\$ 2,176,286	\$ 2,089,260
263-18	216.219	Special Class 1:6:1 (MD)	\$ 31,231	\$ 965,282	\$ 934,051
264-18	250.499	Staffing 1:6:1 w/Cattaraugus-Allegany BOCES	\$ 651	\$ 461,292	\$ 460,641
265-18	251.493	Staffing 1:6:1 w/GV BOCES	\$ 18,500	\$ 18,500	\$ 0
266-18	514.000	Extracurricular Activity-Academic All Stars	\$ 851	\$ 13,616	\$ 12,765
267-18	527.000	Instructional Materials-Science Resource Center	\$ 1,338	\$ 1,035,578	\$ 1,034,240
268-18	562.493	School/Curriculum Improvement w/GV BOCES	\$ 500	\$ 2,530	\$ 2,030
269-18	634.495	Staff Development: Bus Drivers w/ WFL BOCES	\$ 437	\$ 437	\$ 0
270-18	639.596	GASB 75 Planning & Valuation w/Capital BOCES	\$ 9,382	\$ 15,674	\$ 6,292

#### These decreases will be supported as follows:

259-18	203.220	Various Component Districts
260-18	205.000	Various Component Districts
261-18	216.000	Various Component Districts
262-18	216.214	Various Component Districts
263-18	216.219	Various Component Districts
264-18	250.499	Alfred-Almond: (\$651)
265-18	251.493	Bath: (\$18,500)
266-18	514.000	Odessa-Montour: (\$851)
267-18	527.000	Campbell-Savona: (\$1,666), Misc. Revenue: (St. Mary Our Mother School: \$328)
268-18	562.493	Avoca: (\$100), Watkins Glen: (\$400)
269-18	634.493	Avoca: (\$437)
270-18	639.596	Avoca: (\$2,318), Elmira Heights: (\$7,064)

### 4. Transfers within programs for 2017-2018:

#### a. Transfers in excess of \$10,000.

COSER NO.	PROGRAM	BUDGET CODE	TRANSFER	TRANSFER
			IN	OUT
001	Administration	A001-1490-816-0-00 Retiree Health Ins		\$ 200,100
		A001-1310-160-0-00 N-I Salaries		\$ 73,000
		A001-1310-161-0-00 N-I Salaries	\$ 10,000	
		A001-1310-400-0-00 Contract & Other	\$ 43,000	
		A001-1900-700-0-00 Interest Expense	\$ 220,100	
		<b>Total</b>	<b>\$ 273,100</b>	<b>\$ 273,100</b>
101	Career & Technical Educ.	A102-3342-200-0-00 Equipment		\$ 17,925
		A102-3342-200-0-01 Equipment		\$ 26,903
		A103-3448-210-0-00 Large Equipment		\$ 11,582
		A102-3342-210-0-00 Large Equipment	\$ 17,925	
		A102-3342-310-0-00 Program Supplies	\$ 26,903	

		A103-3448-347-0-00 Auto Expenses	\$ 11,582	
		<b>Total</b>	<b>\$ 56,410</b>	<b>\$ 56,410</b>
209	Special Class 1:8:1	A209-4235-816-0-00 Health Insurance		\$ 48,750
		A209-4235-153-0-00 Instr. HI Stipend	\$ 43,850	
		A209-4235-163-0-00 N-I HI Stipend	\$ 4,900	
		<b>Total</b>	<b>\$ 48,750</b>	<b>\$ 48,750</b>
216	Special Class 1:6:1	A214-4230-816-0-00 Health Insurance		\$ 25,900
		A214-4230-153-0-00 Instr. HI Stipend	\$ 21,000	
		A214-4230-163-0-00 N-I HI Stipend	\$ 4,900	
		<b>Total</b>	<b>\$ 25,900</b>	<b>\$ 25,900</b>
403	Alternative Education	A403-5873-150-2-00 Certified Salaries		\$ 17,226
		A403-5873-151-2-00 Instr. Substitutes	\$ 17,226	
		<b>Total</b>	<b>\$ 17,226</b>	<b>\$ 17,226</b>
430	Distance Learning	A430-5877-150-A-01 Certified Salaries		\$ 10,000
		A430-5877-400-A-01 Contract & Other		\$ 45,322
		A430-5877-150-C-01 Certified Salaries	\$ 27,535	
		A430-5877-150-D-01 Certified Salaries	\$ 27,787	
		<b>Total</b>	<b>\$ 55,322</b>	<b>\$ 55,322</b>
605	Computer Service: Mgmt.	A605-7710-160-2-00 N-I Salaries		\$ 40,038
		A605-7710-160-0-00 N-I Salaries		\$ 3,576
		A605-7710-200-2-09 Equipment		\$ 20,366
		A605-7710-200-3-09 Equipment		\$ 17,253
		A605-7710-200-8-01 Equipment		\$ 53,376
		A605-7710-200-8-48 Equipment		\$ 10,524
		A605-7710-200-F-09 Equipment		\$ 3,000
		A605-7710-200-O-00 Equipment		\$ 9,027
		A605-7710-200-S-11 Equipment		\$ 13,807
		A605-7710-200-U-09 Equipment		\$ 5,007
		A605-7710-200-V-09 Equipment		\$ 5,018
		A605-7710-300-3-09 Supplies		\$ 7,279
		A605-7710-400-8-09 Contract & Other		\$ 13,000
		A605-7710-400-E-00 Contract & Other		\$ 12,692
		A605-7710-400-E-08 Contract & Other		\$ 39,469
		A605-7710-400-F-09 Contract & Other		\$ 16,117
		A605-7710-400-S-03 Contract & Other		\$ 52,347
		A605-7710-400-S-18 Contract & Other		\$ 12,000
		A605-7710-458-6-09 Staff Dev.		\$ 6,072
		A605-7710-458-O-00 Staff Dev.		\$ 3,908
		A605-7710-813-2-09 NYS ERS		\$ 11,082
		A605-7710-813-C-09 NYS ERS		\$ 1,700
		A605-7710-815-C-09 Social Security		\$ 3,000
		A605-7710-816-2-09 Health Insurance		\$ 12,297
		A605-7710-816-I-00 Health Insurance		\$ 6,892
		A605-7710-816-U-09 Health Insurance		\$ 9,301
		A605-7710-819-C-09 Health Insurance		\$ 1,213
		A605-7710-200-S-03 Equipment	\$ 42,101	
		A605-7710-200-S-18 Equipment	\$ 8,000	
		A605-7710-204-8-08 Small Equipment	\$ 10,118	
		A605-7710-204-8-48 Small Equipment	\$ 2,513	
		A605-7710-204-S-03 Small Equipment	\$ 4,980	
		A605-7710-204-S-18 Small Equipment	\$ 2,000	
		A605-7710-210-8-08 Large Equipment	\$ 21,405	
		A605-7710-210-8-48 Large Equipment	\$ 7,943	
		A605-7710-210-G-09 Large Equipment	\$ 79,647	
		A605-7710-210-V-09 Large Equipment	\$ 10,025	
		A605-7710-300-8-48 Supplies	\$ 15	
		A605-7710-300-G-09 Supplies	\$ 1,600	
		A605-7710-300-S-03 Supplies	\$ 5,266	
		A605-7710-300-S-18 Supplies	\$ 2,000	
		A605-7710-400-8-08 Contract & Other	\$ 1,760	

		A605-7710-400-8-48 Contract & Other	\$	53	
		A605-7710-400-G-09 Contract & Other	\$	94,460	
		A605-7710-400-S-11 Contract & Other	\$	13,807	
		A605-7710-454-8-01 Photocopying	\$	53,376	
		A605-7710-454-8-08 Photocopying	\$	6,186	
		A605-7710-816-C-09 Health Insurance	\$	22,106	
		<b>Total</b>	<b>\$</b>	<b>389,361</b>	<b>\$ 389,361</b>
701	Operations & Maintenance	A701-8010-200-2-00 Equipment		\$	10,000
		A701-8010-200-3-00 Equipment		\$	14,000
		A701-8010-204-0-99 Small Equipment		\$	13,719
		A701-8010-347-0-99 Auto Expenses		\$	6,000
		A701-8010-206-3-00 Vehicle Purchase	\$	35,479	
		A701-8010-210-0-99 Large Equipment	\$	8,240	
		<b>Total</b>	<b>\$</b>	<b>43,719</b>	<b>\$ 43,719</b>

## **B. Federal Fund Establishments and Adjustments**

### **1. Budget Increase for 2017-18:**

- a. Southern Tier Scholars budget be increased by \$5,600.00 from \$21,072.45 to \$26,672.45. Revenue for this program comes from donations.

### **2. Budget Establishments for 2018-19:**

- a. The Adult and Continuing Education budget be established in the amount of \$2,885,515 for the period July 1, 2018 through June 30, 2019.
- b. Extended School Year (ESY) budget established in the amount of \$1,621,032 for the period July 1, 2018 through June 30, 2019. Revenues for this program come from component school districts requesting the service.

## **C. Purchasing**

1. Approval of Resolution, as attached, to participate in cooperative bidding for the purchase of equipment, supplies and contract items with Delaware-Chenango-Madison-Otsego BOCES (DCMO BOCES) for the 2018-2019 fiscal year.
2. Approval of Resolution, as attached, for the Installment Purchase Agreement for Computers, Laptop Carts and Classroom Management Software in the amount of \$400,000 for the Corning-Painted Post Area School District.
3. Approval of Resolution, as attached, to participate in cooperative bidding for the purchase of computers and related supplies, software and maintenance with Onondaga-Cortland-Madison BOCES (OCM BOCES) for the 2018-2019 fiscal year.
4. Permission to bid the 2018-2019 Capital Project work pending SED approval. The project consists of work at the following buildings and sites:

Pauline G. Bush Campus (Elmira)

1. Building 1 Storage room addition

Campus Wide Asphalt repair/replacement  
Additional parking lot with lights

Coopers Campus (Painted Post)

2. Building 3 Renovate second floor gang toilet rooms  
Replace transformer and switch outside of building #3  
Repair concrete pad at entrance

Building 6 Replace transformer and switch outside of building #6

Campus Wide Asphalt repair/replacement

Wildwood Campus (Hornell)

3. Building 3 Renovate existing Nursing classroom/Lab into Cosmo  
Classroom  
Renovate existing Cosmo classroom into Nail Tech Lab  
Asbestos abatement in corridor

Building 18 Renovate part of existing Criminal Justice space into  
Nursing Classroom and Lab

5. Permission to bid for financing the Cisco Maintenance Contracts.

**E. Acceptance of Donations**

1. \$2,000 for Southern Tier Scholars from Hunt Engineers, Architects  
and Land Surveyors, P.C., Airport Corporate Park, 100 Hunt Center,  
Horseheads, NY 14845.

2. \$500 for Southern Tier Scholars from Hogan, Sarzynski, Lynch,  
DeWind & Gregory, LLP, 520 Columbia Drive, Suite 204, Johnson City,  
NY 13790.

3. \$2,000 for Southern Tier Scholars from Welliver McGuire, Inc., 250  
North Genesee Street, Montour Falls, NY 14865.

4. \$100 for Southern Tier Scholars from Bernard P. Donegan, Inc., P O Box  
70, Victor, NY 14564.

5. \$1,000 for Southern Tier Scholars from Lawley Service Inc., 361 Delaware  
Avenue, Buffalo, NY 14202.

6. Huskee push mower to the Bush TEC Exploration Class from Rose Roth, 258  
West 14<sup>th</sup> Street, Elmira Heights, NY 14903.

**F. Lease with North Presbyterian Church for EAP**

1. Approval of lease agreement, as attached, effective July 1, 2018 through June 30, 2021, with North Presbyterian Church for the Employee Assistance Program.

**G. Retirement Contribution Reserve Fund**

1. RESOLVED, that there shall be placed in the Retirement Contribution Reserve Fund the sum of \$268,046, which is comprised of 1.50% of ERS salaries in the amount of \$247,284, plus the discount received for prepayment of the 2018 Employees' Retirement System Regular Pension Contribution in the amount of \$20,762.
2. RESOLVED, that pursuant to General Municipal Law, Section 6-r, there shall be transferred from the Retirement Contribution Reserve Fund the sum of \$71,430 to cover the 1<sup>st</sup> quarter of the 2019 Annual Invoice issued by the Employees' Retirement System.

**RESOLUTION OF BOARD OF EDUCATION****COOPERATIVE PURCHASING  
SCHOOL YEAR 2018-2019****WHEREAS,**

The Cooperative Purchasing Service is a plan of a number of public school districts in the Delaware-Chenango-Madison-Otsego BOCES Area in New York, to bid jointly equipment, supplies and contract items, and

**WHEREAS,**

The Central School named below is desirous of participating with other districts in the Delaware-Chenango-Madison-Otsego BOCES in the joint bidding of the items mentioned above as authorized by General Municipal Law, Section 119-o, and

**WHEREAS,**

The Central School named below wishes to appoint the Delaware-Chenango-Madison-Otsego BOCES to advertise for bid, accept, tabulate bids and award bids on their behalf; therefore

**BE IT RESOLVED,**

That the Board of Education of the Central School listed below hereby appoints the Delaware-Chenango-Madison-Otsego BOCES to represent it in all matters relating above, and designates the Evening Sun Newspaper as the legal publication for all Cooperative Purchasing bid notifications, and,

**BE IT FURTHER RESOLVED,**

That the Board of Education of the Central School listed below authorizes the Delaware-Chenango-Madison-Otsego BOCES to represent it in all matters leading up to the entering into a contract for the purchase of the above mentioned commodities, and,

**BE IT FURTHER RESOLVED,**

That the Board of Education of the Central School listed below agrees to (1) assume its equitable share of the costs of the Cooperative Bidding; (2) abide by majority decisions of the participating districts; (3) abide by the Award of the BOCES Board; (4) and that after the award of the bid it will conduct all negotiations directly with the successful bidder(s).

**CERTIFICATION OF DISTRICT CLERK**

I, \_\_\_\_\_, District Clerk of the

\_\_\_\_\_ Central School Board of  
Education, hereby certifies that the above resolution was adopted by the required  
majority vote of the Board of Education at its meeting held on \_\_\_\_\_.

\_\_\_\_\_  
Signature of District Clerk

\_\_\_\_\_  
Date

**SCHUYLER STEUBEN CHEMUNG TIOGA ALLEGANY BOCES  
d/b/a Greater Southern Tier BOCES**

**Board Resolutions  
06/05/2018**

WHEREAS, Schuyler Steuben Chemung Tioga Allegany Board of Cooperative Educational Services d/b/a Greater Southern Tier BOCES (“BOCES”) is a political subdivision of the State of New York (“State”) and is duly organized and existing pursuant to the Constitution and laws of the State; and

WHEREAS, pursuant to applicable law, the governing board of BOCES (“Board”) is authorized to acquire, dispose of, and encumber personal property, including, without limitation, rights and interests in property, leases, and easements necessary to the functions or operations of BOCES; and

WHEREAS, the Board hereby finds and determines that the execution of one or more lease-purchase agreements (“Equipment Leases”) in the principal amount not exceeding the amount set forth below (“Principal Amount”) for the purpose of acquiring the property generally described below and to be described more specifically in the Equipment Leases (“Property”) for the school district identified below (“District”) is an appropriate function of BOCES; and

Description of Property:           Computers, Laptop Carts and Classroom Management Software

Principal Amount:                   \$400,000

District:                                Corning-Painted Post Area School District; and

WHEREAS, the Board has solicited bids or quotations from qualified, interested parties with respect to the financing of BOCES’ acquisition of the Property and has selected M & T Bank (“Lessor”) to provide financing for the purchase of the Property via the Equipment Leases;

NOW THEREFORE, be it resolved by the Board as follows:

1. The Board hereby determines that it has critically evaluated the financing alternatives available to it and has prepared and approved an evaluation of such financing alternatives in accordance with 2 N.Y.C.R.R. § 39.2, and that entering into the Equipment Leases and financing the acquisition of the Property thereby is in the best interests of BOCES because the estimated costs of financing the acquisition of the Property thereby are less than the estimated costs of financing the acquisition of the Property via the issuance of indebtedness under the Local Finance Law (if the acquisition may be financed in such fashion). The evaluation of financing alternatives is attached hereto as Exhibit A and incorporated herein by reference and shall be available as a public record.

2. The Board hereby determines that its entry into the Equipment Leases will not cause the aggregate amount of outstanding indebtedness of BOCES to exceed the limit set forth in paragraph c of subdivision 6 of Section 109-b of the General Municipal Law.



3. BOCES is hereby authorized and directed to enter into the Equipment Leases, acquire the Property thereby, and otherwise perform all of its obligations thereunder; provided, however, that the aggregate amount of periodic payments, excluding interest, to be made pursuant to the Equipment Leases shall not exceed the Principal Amount. Any action taken on or before the date of these resolutions by or on behalf of BOCES in connection therewith is hereby ratified and confirmed.

4. The District Superintendent acting on behalf of BOCES is hereby authorized to negotiate, enter into, execute, and deliver one or more Equipment Leases in substantially the form set forth in the document presently before the Board, which document shall be available for public inspection at the principal office of BOCES. The District Superintendent, acting on behalf of BOCES, is hereby authorized to negotiate, enter into, execute, and deliver all such other documents relating to the Equipment Lease (including, but not limited to, escrow agreements) and take all such further actions as the District Superintendent deems necessary or appropriate to effectuate the consummation of the transactions contemplated by and the performance by BOCES of its obligations under the Equipment Leases. Without limiting the foregoing, the District Superintendent shall be authorized to take all such actions as may be necessary to ensure the qualification of the interest component of rent payments made under the Equipment Leases as excludable from gross income of the Lessor under Section 103 of the Internal Revenue Code of 1986.

5. The Lessee's obligations under the Equipment Leases shall be subject to annual appropriation or renewal by the Governing Body as set forth in each Equipment Lease and the Lessee's obligations under the Equipment Leases shall not constitute general obligations of the Lessee or indebtedness under the Constitution or laws of the State.

6. The Board hereby determines that the purpose of the acquisition of the Property is an object or purpose described in subdivision 32 of paragraph (a) of Section 11.00 of the Local Finance Law, and that the period of probable usefulness of said purpose is four (4) years. Accordingly, the term of the Equipment Leases authorized by this resolution will not be in excess of four (4) years.

7. The Board hereby determines that the acquisition of the Property is a Type II action that will not have a significant effect on the environment and, therefore, no determination of significance, environmental impact statement, findings statement, or other similar action is required under the State Environmental Quality Review Act.

8. The Board hereby determines that the authorization to enter into the Equipment Leases is not subject to any mandatory or permissive referendum pursuant to the Local Finance Law or Section 109-b of the General Municipal Law.

9. These resolutions shall take effect immediately upon their adoption.

ADOPTED on June 5, 2018

The undersigned Clerk of the Board hereby certifies and attests that (i) he or she has access to the official records of the Board of BOCES; (ii) the foregoing resolutions were duly adopted by sufficient vote of the members of the Board at a regular meeting of its members duly called, regularly convened, and attended throughout by the requisite quorum of the members thereof; (iii) such resolutions have not been amended or altered and are in full force and effect on the date stated below; and (iv) such meeting of the Board relating to the authorization and delivery of the Equipment Lease was (a) held within the geographic boundaries of BOCES; (b) open to the public,

allowing all people to attend; (c) conducted in accordance with internal procedures of the Board; and (d) conducted in accordance with the charter of BOCES, if any, and the laws of the State of New York.

\_\_\_\_\_  
Signature of Clerk

Print Name: \_\_\_\_\_

Official Title: \_\_\_\_\_

Date: \_\_\_\_\_

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## Resolution

### Onondaga-Cortland-Madison BOCES

WHEREAS, it is the plan of a number of Boards of Cooperative Educational Services (BOCES) during the **2018-2019** school year to bid jointly for the purchase of computer forms, computers, storage systems, accessories and replacement parts, administrative software, computer peripherals, related maintenance, data communication equipment, optical mark reading forms and related supplies and software for Regional Information Centers, and

WHEREAS, The Board of Cooperative Educational Services of GST BOCES desires to participate with other BOCES in New York State in the joint bidding of above mentioned commodities as authorized by General Municipal Law, Section 119-0 and Section 103 of Article 5-A, and

THEREFORE, BE IT RESOLVED that the GST BOCES hereby appoints the Onondaga-Cortland-Madison BOCES to represent it in all matters related to the above, which are relative for the period of **July 1, 2018 through June 30, 2019**.

## Certification

I, \_\_\_\_\_ Clerk of GST BOCES BOARD OF COOPERATIVE EDUCATIONAL SERVICES hereby certify that the above resolution was adopted by the required majority vote of the Board of Education at its meeting held on \_\_\_\_\_.

Date:

Signature of Clerk: \_\_\_\_\_

Name of Clerk: \_\_\_\_\_

## Occupancy Agreement

NORTH PRESBYTERIAN CHURCH  
TO  
GST BOCES

**1) PARTIES**

This occupancy agreement (hereinafter called this "Agreement") is made by and between North Presbyterian Church, 921 College Ave., Elmira, NY, 14901 (hereinafter called "NPC") and the GST Board of Cooperative Extension Services, a corporation organized pursuant to the Education Law of the State of New York with its principal office at 9579 Vocational Drive, Painted Post, NY 14870 (hereinafter called "BOCES").

**2) PREMISES DESCRIPTION**

NPC hereby grants to BOCES, and BOCES hereby accepts from NPC, subject to the terms and conditions set forth herein, the right to occupy and use certain space within the NPC building located at 921 College Avenue, Elmira, New York 14901 (hereinafter called the "Premises"), said Premises being more particularly described as follows:

<u>General Description</u>	<u>Room/Space Number</u>
Office	Room # 10 (Architect's # 139)
Alcove	Room # 11A (Architect's #140)
Restroom	Room # 12R (Architect's # 141)

NPC and BOCES acknowledge and agree that, in addition to the Premises, BOCES' employees, agents, authorized representatives, and invitees shall be permitted to use, in common with NPC and its employees, agents, authorized representatives, and invitees, certain public areas of the NPC building, specifically the doorway along the east side of the north extension of the NPC building and the hallway extending from the doorway to the above referenced Alcove (and from there to the above referenced Restroom and Office). Altogether, ~13' x 26'. BOCES' use of the Premises and the aforementioned public areas shall not interfere with or infringe upon NPC's use of any portion of the NPC building not identified herein as being a part of the Premises. BOCES' use of any portion of the NPC building other than the Premises and the aforementioned public areas listed above is to be requested by BOCES in writing to the NPC Board of Trustees. NOT included, for example, is access to/use of: the kitchen (prep areas, refrigerator, microwave), meeting rooms, class rooms, other restrooms, chairs, tables desks, etc.

**3) TERM**

This agreement shall have a term of thirty-six (36) months, commencing on July 1, 2018 and ending on June 30, 2021 at noon, or on such earlier date as this agreement may terminate as hereinafter provided, except that, if any such date falls on a Sunday or a holiday, then this Agreement shall end at noon on the business day next preceding the aforementioned date.

Either party may terminate this Agreement prior to the end of the term by giving written notice to the other party at least ninety (90) days prior to the termination date.

Upon failure of BOCES to maintain its obligations hereunder (insurances, remuneration, etc.), BOCES use of the Premises must cease until such failure is corrected or this Agreement is terminated.

#### **4) USAGE FEE**

In consideration of its occupancy and use of the Premises, BOCES shall pay a usage and shared services expense fee of \$500 per month (\$6,000/year). Fees may be paid in advance. As this Agreement sets forth BOCES' responsibility for the rate and term, BOCES shall establish an appropriate payment schedule.

#### **5) USAGE AND OCCUPANCY**

BOCES shall use and occupy the Premises in pursuit of its educational goals and for no other purposes. It is intended that the premises shall be used by BOCES for offices of its Employee Assistance Program. Hours of access shall be 7 A.M. to 10 P.M. NO ALCOHOLIC BEVERAGES, NOR SMOKING, NOR ILLEGAL DRUGS, NOR FIREARMS shall be allowed on property.

#### **6) NPC OBLIGATIONS AND MAINTENCE**

- a) NPC, on the commencement date of the term of this Agreement, shall deliver the Premises to BOCES, and BOCES shall accept the Premises from NPC, free and clear of all tenancies, with the existing plumbing, electrical, mechanical, heating, and ventilation systems in good working order and the improvements in good structurally sound condition.
- b) NPC agrees and shall provide general maintenance services to the Premises, with the frequency of such services depending upon actual occupancy and need. Such general maintenance services shall include window repair, floor tile repair, janitorial service (generally defined to include the provision of clean restrooms with adequate supplies, bi-weekly vacuuming of the Premises, light bulbs and replacements and the like), and fire extinguisher(s) as required by State, Municipal, Federal or other public authorities, including the Board of Fire Underwriters.
- c) NPC agrees to provide repairs and to maintain in good working order the peripheral building walls, windows, roof, heating, air conditioning (if any), plumbing and electrical systems. NPC agrees to be responsible for repairs of the heating and air conditioning equipment and machinery and to pay any and all real estate taxes assessed with respect to the Premises, if applicable.

- d) NPC Trustees or their assignees shall have the right to access the Premises from time to time, as required, but to the extent practicable shall endeavor to limit such access during BOCES' regular office hours.

7) **USER OBLIGATIONS**

BOCES shall during the term of the building use:

a) **INSURANCES:**

In accordance with the limits set forth below, BOCES shall carry Fire Damage Legal Liability and Commercial General Liability Insurance naming "NORTH PRESBYTERIAN CHURCH, 921 College Avenue, Elmira, New York 14901," as an additional insured on the Certificate of Insurance. BOCES shall deliver to the NPC Trustees or their designated agent a copy or copies of the initial issue of the Certificate of Insurance, as well as any update or changes to the Certificate of Insurance within ten (10) days of the initial issue or any change or update.

If neither BOCES nor NPC is able to obtain the requisite insurance, then this Agreement and BOCES' use of the Premises hereunder can be terminated by either party on thirty (30) days written notice to the other.

The Commercial General Liability limit of liability shall be \$1,000,000 per occurrence, \$2,000,000 general aggregate, and the Fire Damage Legal Liability limit of liability shall be not less than \$50,000.

The insurance shall be issued by a company with a Best Rating of Excellent or higher. BOCES shall maintain its own insurance for its fixtures and personal property on the Premises.

b) **HOLD HARMLESS/INDEMNITY:**

BOCES covenants and agrees to indemnify and hold harmless NPC of, from and against any and all claims and demands of any person, firm or corporation, and from and against any and all costs, expenses and liability arising out of or on account of any event occurring in or about the Premises during the term hereof, on account of any act done in or about the Premises by BOCES or any person coming or being in or about the Premises by the license or permission of BOCES, or otherwise on account of BOCES' use or occupancy of the Premises.

c) **OTHER SERVICES:**

Other services shall be arranged for and provided by BOCES. Any associated wiring that may be required for installation must be coordinated with an NPC Trustee (or designated representative of the NPC Trustees) and the installation company. Examples of other services include: phone service, Internet service, printing, copying, administrative support, office supplies, mail pickup / delivery.

d) **COMMENTS / CONCERNS:**

Any comments or suggestions or requests for services (such as those described in section 6) must be made in writing to the NPC Board of Trustees.

8) **STRUCTURAL OR SIGNIFICANT COSMETIC CHANGES**

a) **CHANGES:**

BOCES shall not make structural or significant cosmetic changes to the Premises without the prior written consent of NPC, which consent may be granted or withheld in the sole discretion of the NPC Board of Trustees. Inappropriate or significant cosmetic changes for the purpose of this Agreement include, without limitation, a change in the color scheme of some or all of the Premises that would not be in keeping with the sanctity and propriety of NPC. Placing a bulletin board within the Premises is an example of an insignificant cosmetic change. However, the material displayed on the bulletin board or elsewhere within the Premises shall not violate the sanctity and propriety of NPC.

b) **KEYS:**

Keys to the NPC building and the Premises will be issued by NPC to BOCES for use by authorized employees of BOCES working at the Premises.

BOCES will advise NPC in writing of the names of the employees of BOCES to whom keys have been issued. If additional keys are needed by BOCES, BOCES shall request in writing to NPC the additional keys from NPC with the name(s) of the new recipient(s) and NPC shall provide the same forthwith for the Premises. BOCES shall not duplicate any keys, which only NPC can do. If any keys are lost by a BOCES employee and the locks need to be rekeyed, the charges incurred will be BOCES' responsibility.

c) **SIGNS:**

BOCES shall have the right to install and maintain, at its sole cost and expense, a sign indicating its business at the Premises. Prior to installation of such sign, BOCES shall obtain the written consent of NPC as to the design of the proposed sign, its location and installation, which consent shall not be unreasonably withheld by NPC. NPC reserves the right to remove and replace such sign whenever necessary in order to paint the Premises or make any other repairs, alterations or improvements in or upon the same or any part thereof: such removal and replacement to be done at the expense of NPC. Sign design is to be consistent with other building signage and applicable zoning.

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9) **COVENANT TO PAY FOR OCCUPANCY AND SHARED EXPENSE**

Without demand and without counterclaim, deduction or set off, BOCES shall pay all amounts due NPC as herein provided to NPC at NPC's above stated address, or at such other place as NPC may designate in writing.

10) **BOCES CARE OF PREMISES**

BOCES shall commit no act of waste and shall take good care of the Premises and the appurtenances therein, and shall, in the use and occupancy of the Premises, comply with all laws, orders and regulations of federal, state and municipal governments or any of their departments. BOCES shall indemnify and hold harmless NPC of, from and against any and all claims, demands, costs, expenses and liability for any violation of the same. All improvements made by BOCES to the Premises which are attached to the Premises that cannot be removed without material injury to the Premises shall become the property of NPC upon installation. Not later than the last day of the term of this Agreement, BOCES shall, at BOCES' expense, remove all of BOCES' personal property and those improvements made by BOCES which have not become the property of NPC, trade fixtures, cabinetwork, movable paneling, partitions and the like, repair all injury done by or in connection with the installation or removal of said property and improvements, surrender the Premises in as good condition as they were at the beginning of the term, normal wear and tear excepted.

All property of BOCES remaining at the Premises after the last day of the term of this Agreement shall be deemed the property of NPC. However, in so leaving any property on NPC premises after the last day of the term of this Agreement, BOCES hereby grants NPC the right remove the property without NPC's obligation to notify BOCES that NPC is removing and or disposing said property which will be at BOCES expense and BOCES will hold NPC harmless of and from any claims against NPC for NPC's disposition of said property and BOCES hereby agrees to reimburse NPC for any and all expenses incurred by NPC in disposing of said property.

11) **BOCES ACTIVITIES INCREASING FIRE INSURANCE RISKS**

BOCES shall not do or suffer anything to be done on the Premises which will increase to NPC the rate or cost of fire insurance on the Premises. If BOCES activity(ies) cause the increase in the cost of NPC's fire insurance and the cause(s) is or are not remedied by BOCES within twenty (20) days after written notice to BOCES by NPC of said increase, then NPC can pass the additional costs on to BOCES in addition to any other cost identified herein as BOCES responsibility or NPC may invoke the termination relief contained in this Agreement.

12) **BOCES ACCUMULATION OF WASTE OR REFUSE MATTER**

BOCES shall not permit the accumulation of waste or refuse matter on the Premises or anywhere in or near the Premises.

13) **BOCES' ABANDONMENT**

BOCES shall not, without first obtaining the written consent of NPC, abandon the Premises, or allow the Premises to become vacant or deserted.

14) **BOCES ASSIGNMENT OR SUBLEASE**

BOCES shall not assign, mortgage, pledge or encumber this Agreement, in whole or in part, in any manner whatsoever. Further, BOCES shall not sublet the Premises or any part thereof without the prior written consent of NPC, which consent may be withheld for any reason or no reason. This covenant shall be binding upon the legal representatives of



BOCES and upon every person to whom BOCES' interest under this Agreement passes by operation of law.

15) **DAMAGE TO PREMISES**

If the Premises are damaged by fire, or any other cause, to such extent that the cost of restoration is reasonably estimated by BOCES to equal or exceed 80% of the replacement value of the Premises just prior to the occurrence of the damage, BOCES may give NPC a notice of election to terminate this Agreement.

During the period of restoration, BOCES shall only be responsible to pay the agreed amount for the BOCES occupied space. BOCES may determine not to occupy the building during the restoration period, in which case the usage fee shall not be paid.

16) **ARBITRATION**

***WITH THE EXCEPTION IDENTIFIED IN THE NEXT FOLLOWING PARAGRAPH***, all disputes arising under this Agreement that have reached an impasse as between the parties hereto, and either party having declared this impasse to the other in writing, shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association. Each party shall pay one half of the cost and expense of the arbitrator and the processing fees of the American Arbitration Association.

***SPECIFICALLY EXCEPTED FROM THIS ARBITRATION CLAUSE*** is the content, meaning and effect of the "HOLD HARMLESS/INDEMNITY AGREEMENT" set forth herein at paragraph 7b of this Agreement as well as any dispute between the parties hereto arising from any claim, suit, action or demand of any nature (hereinafter called "claim") by a third party against either or both of the parties hereto or their agents or insurance carriers, which could or does result in a claim by either party hereto against each other party hereto, unless the parties hereto both consent in a signed writing served on the other that the arbitration clause nullifies this exception.

17) **END OF USAGE AGREEMENT**

Ninety (90) days prior to the expiration of the term of this Agreement, and provided BOCES is in compliance with its obligations under this Agreement, the parties hereto agree that one of the following courses of action shall be pursued:

a) The parties hereto will negotiate a successor agreement for the occupancy of the Premises by BOCES, or

b) If it is BOCES' intent to vacate the Premises upon the expiration of the term of this Agreement, then BOCES shall give NPC written notice of such intent ninety (90) days prior to such expiration in accordance with the notice provisions hereof.

Upon expiration of the term of this Agreement, if no successor agreement shall have been negotiated and agreed upon, BOCES shall surrender the Premises and any alterations thereto in as good condition as when received, reasonable and normal wear and tear excepted.

Notwithstanding the foregoing, NPC shall have no obligation to enter into a successor agreement for the occupancy of the Premises by BOCES or to otherwise renew or extend the term of this Agreement. NPC considers this to be a "building usage outreach" to the community, and demonstration of community improvement will be a consideration in NPC's decision to enter into a successor agreement or to otherwise renew or extend the term hereof. (Community includes church, neighborhood, and beyond.)

18) **EMINENT DOMAIN**

If the Premises or any part thereof or any estate therein, or any other part of the NPC property materially affecting BOCES' use of the Premises, be taken by eminent domain, this Agreement shall terminate as of the date when title vests pursuant to such taking. BOCES shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but BOCES may file a claim for any taking of fixtures and improvements owned by BOCES and for moving expenses.

19) **MECHANICS LIENS**

BOCES shall, within fifteen (15) days after notice from NPC, discharge any mechanics liens for materials or labor claimed to have been furnished to the Premises in BOCES' behalf.

20) **NOTICES**

Any notice required by or under this Agreement shall be in writing and shall be deemed to have been given only if delivered personally to the designated agent of each party or sent by registered or certified mail, return receipt requested in a postpaid envelope addressed to either party as set forth above or at such other address as BOCES or NPC respectively may designate in writing if said address is different than the party's address contained herein. Notice shall be deemed to have been duly given, if delivered personally on delivery thereof, and if mailed, on the fifth (5<sup>th</sup>) day after mailing thereof.

21) **QUIET ENJOYMENT**

NPC covenants that if, and so long as, BOCES pays the usage fee set forth in Section 4 of this Agreement and any additional sums as herein provided and performs the covenants hereof, BOCES shall peaceably and quietly have, hold and enjoy the Premises for the term herein established, subject to the provisions of this Agreement.

22) **EXECUTORY CLAUSES**

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In order for this occupancy agreement to become effective BOCES must first obtain approval of the Commissioner of Education. BOCES covenants and agrees that it shall use its best efforts to obtain such approval and provide a true copy of the approval to NPC.

23) **BINDING AGREEMENT**

This Agreement shall be binding upon each of the parties hereto, their legal representatives, successors, and permitted assigns.

24) ENTIRE AGREEMENT

No representations or promises shall be binding upon the parties to this Agreement unless contained in this Agreement, and this Agreement shall only be modified by a writing signed by both parties hereto.

25) PARAGRAPH HEADINGS/PARTIAL ABROGATION

The paragraph headings in this Agreement are intended for convenience only and have no legal meaning. If any portion of this Agreement is held invalid by a Court of competent jurisdiction, the remaining portions of this Agreement will remain valid, active and binding.

26) APPLICABLE LAW

New York State Law shall be used in interpreting this occupancy agreement and in determining the rights of the parties under it.

NORTH PRESBYTERIAN  
CHURCH

GREATER SOUTHERN TIER  
BOARD OF COOPERATIVE  
EDUCATIONAL SERVICES

By \_\_\_\_\_

Chairman, Building & Grounds

Date: \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

**Requirements for BOCES to enter into a Real Property Lease Agreement:**

- (1) Board must adopt resolution determining agreement is in the "best financial interests" (Edu. Law § 1950(4)(p)(a))
- (2) Board has determined that the rental payment is determined to be fair market value (*Id.*)
- (3) Disclose any conflicts of interest (leasing party and the members of the board) (*Id.*)
- (4) Have lease agreement approved by the Commissioner of Education. (*Id.*) - See further instructions below.

**To obtain the approval of the commissioner, any initial lease agreement must meet the following conditions pursuant to 8 NYCRR 155.15 (c):**

- (1) If used for "educational program purposes," property must meet the requirements in 8 NYCRR 155.4 (Uniform Code of Public School Building Inspections).
  - (2) Any alternations must be made pursuant to 8 NYCRR 155.2 (Uniform Safety Standards for School Construction and Maintenance Projects).
  - (3) Lease must contain following information:
    - a. Complete legal name and addresses;
    - b. Lease term;
    - c. Amount, frequency, and due dates for lease payments;
    - d. Charge basis (per room, per square foot or other);
    - e. Description of property and intended use;
    - f. List of any services to be furnished by landlord; and
    - g. Signatures (all leases submitted should be fully executed).
-