

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 2024-2025:**

Item #	CoSer #	Title	In the Amount of
26-25	423.497	ALT ED W/CAY ONONDAGA BOCES	\$ 24,867

These establishments will be supported as follows:

26-25	423.497	Spencer-Van Etten: \$24,867
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2. Budget Increases for 2024-2025:

Item #	CoSer #	Title	Increase	From	To
26-25	250.499	STAFFING 1:6:1 W/CATT-ALLEGANY BOCE	\$ 70	\$ 29,199	\$ 29,269
27-25	254.499	STAFFING 1:8:1 W/ CATT-ALLE	\$ 198	\$ 34,242	\$ 34,440
28-25	403.001	ALT ED - AD BASED LRNG (ABL)	\$ 760	\$ 157,111	\$ 157,871
29-25	426.000	EXPL ENRICHMNT-BASE	\$ 22,994	\$ 70,850	\$ 93,844
30-25	430.000	E-LEARNING BASE-COORD	\$ 4,678	\$ 143,746	\$ 148,424
31-25	434.591	DISTANCE LEARNING W/ERIE 1	\$ 493	\$ 32,089	\$ 32,582
32-25	443.695	EXPL ENRICHMNT W/JEFFERSON-LEWIS	\$ 5,905	\$ 23,355	\$ 29,260
33-25	500.000	COMMUNITY SCHOOLS-BASE	\$ 21,923	\$ 72,000	\$ 93,923
34-25	508.000	LIBRARY SERVICE/MEDIA (BASE)	\$ 2,558	\$ 81,374	\$ 83,932
35-25	511.002	PRINTING/UNAIDED SUPPLIES	\$ 82,103	\$ -	\$ 82,103
36-25	513.000	LIBRARY AUTOMATION (BASE)	\$ 2,200	\$ 191,815	\$ 194,015
37-25	527.000	INSTR MAT DEVEL-ELEM SCIENCE	\$ 281	\$ 399,431	\$ 399,712
38-25	537.000	SCH CURR-BASE	\$ 27,005	\$ 276,405	\$ 303,410
39-25	550.591	COMPUTER SVC, INSTR W/ ERIE 1 BOCES	\$ 167,372	\$ 2,065,724	\$ 2,233,096
40-25	555.591	MODEL SCHOOLS W/ERIE 1 BOCES	\$ 9,617	\$ 80,623	\$ 90,240
41-25	562.493	SCH CURR-W/GEN VALLEY BOCES	\$ 20	\$ 161,689	\$ 161,709
42-25	615.592	PLNG SVCS MGMT (ST AID) W/QUESTAR COOP BDNG COORD (ENERGY) W/OCM	\$ 1,470	\$ 73,815	\$ 75,285
43-25	616.594	BOCE COMPUTER SERVICE: MGMT W/ ERIE 1	\$ 644	\$ 30,925	\$ 31,569
44-25	629.591	BOC COMPUTER SVC. MGMT W/NASSAU	\$ 231,939	\$ 2,781,790	\$ 3,013,729
45-25	646.491	BOCES	\$ 26,905	\$ 66,535	\$ 93,440
46-25	652.594	COMP. SERV. W/ OCM BOCES	\$ 376	\$ 12,160	\$ 12,536
47-25	659.591	PLANNING SERVICE W/ERIE 1 BOCES HLTH CARE BENEFIT COORD W/TST	\$ 26,187	\$ 182,305	\$ 208,492
48-25	661.693	BOCES	\$ 20,643	\$ 13,230	\$ 33,873
49-25	670.494	COMPUTER SVC. MGMT. W/ MONROE 1	\$ 22,936	\$ 16,615	\$ 39,551
50-25	677.592	BUSINESS OFC SUPPORT W/QUESTAR	\$ 826	\$ 46,423	\$ 47,249
51-25	681.492	PLNG SVCS MGMT W/ERIE 2 BOCES	\$ 2,200	\$ 60,104	\$ 62,304

These increases will be supported as follows:

26-25	250.499	Alfred-Almond: \$70
27-25	254.499	Alfred-Almond: \$198
28-25	403.001	Campbell-Savona: \$760
29-25	426.000	Bath: \$4,500, Campbell-Savona: \$3,998, Corning: \$2,503, Hornell: \$11,993
30-25	430.000	Arkport: \$4,678
31-25	434.591	Horseheads: \$493
32-25	443.695	Avoca: \$110, Prattsburgh: \$4,868, Spencer-Van Etten: \$928
33-25	500.000	Campbell-Savona: \$17,889, Elmira Heights: \$1,345, Odessa-Montour: \$2,689
34-25	508.000	Horseheads: \$2,558
35-25	511.002	Addison: \$8,179, Alfred-Almond: \$221, Avoca: \$1,983, Bath: \$3,023, Bradford: \$288, Campbell-Savona: \$6,010, Canaseraga: \$83, Canisteo-Greenwood: \$1,080, Elmira: \$20,435, Elmira Heights: \$3,003, Hammondsport: \$1,115, Hornell: \$6,380, Horseheads: \$12,501, Jasper-Troupsburg: \$885, Odessa-Montour: \$4,437, Prattsburgh: \$764, Spencer-Van Etten: \$1,086, Watkins Glen: \$178, Waverly: \$7,433, Misc. Revenue: (Chemung County: \$104, Corning Community College: \$249, Town of Big Flats: \$2,020, Steuben County: \$104, Village of Horseheads: \$542
36-25	513.000	Addison: \$400, TST BOCES: (Newfield: \$1,800)
37-25	527.000	Misc. Revenue: (St. Mary Our Mother: \$281)
38-25	537.000	Campbell-Savona: \$13,103, Corning: \$1,214, Elmira: (\$1,345), Odessa-Montour: (\$2,033), SLL BOCES: (CLIFTON-FINE: \$12,000)
39-25	550.591	Addison: (\$57,067), Alfred-Almond: \$91,353, Arkport: (\$3,500), Avoca: (\$164,000), Bath: \$500, Bradford: (\$3,395), Canisteo-Greenwood: \$300,499, Corning: (\$1,512), Elmira Heights: \$1,460, Hornell: \$2,708, Prattsburgh: \$326
40-25	555.591	Addison: \$630, Alfred-Almond: \$7,217, Arkport: (\$1), Avoca: \$513, Bath: (\$1), Bradford: \$315, Canisteo-Greenwood: (\$1), Hammondsport: (\$1), Hornell: \$945
41-25	562.493	Arkport: \$20
42-25	615.592	Addison: \$70, Alfred-Almond: \$70, Arkport: \$70, Avoca: \$70, Bath: \$70, Bradford: \$70, Campbell-Savona: \$70, Canaseraga: \$70, Canisteo-Greenwood: \$70, Corning: \$70, Elmira: \$70, Elmira Heights: \$70, Hammondsport: \$70, Hornell: \$70, Horseheads: \$70, Jasper-Troupsburg: \$70, Odessa-Montour: \$70, Prattsburgh: \$70, Spencer-Van Etten: \$70, Watkins Glen: \$70, Waverly: \$70
43-25	616.594	Elmira: \$287, Elmira Heights: \$52, Horseheads: \$161, Odessa-Montour: \$39, Spencer-Van Etten: \$72, Watkins Glen: \$33
44-25	629.591	Addison: \$1,378, Alfred-Almond: (\$91,043), Arkport: (\$10,138), Avoca: \$57,430, Bath: \$274,475, Bradford: \$6,404, Campbell-Savona: \$145, Canaseraga: (\$1), Canisteo-Greenwood: \$7,768, Corning: \$1,234, Elmira Heights: (\$152), Hammondsport: (\$5,033), Hornell: \$1,370, Jasper-Troupsburg: \$692, Prattsburgh: (\$12,590)
45-25	646.491	Corning: \$18,154, Elmira: (\$1), Hornell: \$8,752
46-25	652.594	Corning: \$47, Elmira: \$47, Elmira Heights: \$47, Horseheads: \$47, Odessa-Montour: \$47, Spencer-Van Etten: \$47, Watkins Glen: \$47, Waverly: \$47
47-25	659.591	Canaseraga: (\$1), Elmira: \$140, Hornell: \$14,869, Horseheads: \$23,129, Jasper-Troupsburg: (\$12,100), Spencer-Van Etten: \$150
48-25	661.693	Spencer-Van Etten: \$20,643
49-25	670.494	Elmira: \$22,938, Waverly: (\$3)
50-25	677.592	Arkport: \$86, Bradford: (\$2,523), Elmira: \$313, Elmira Heights: \$2,550, Horseheads: \$293, Odessa-Montour: \$107
51-25	681.492	Spencer-Van Etten: \$2,200

3. Budget Decreases for 2024-2025:

Item #	CoSer #	Title	Decrease	From	To
52-25	107.499	CTE W/CATT-ALLEGANY BOCES	\$ (10,173)	\$ 10,173	\$ -
53-25	401.000	ARTS IN ED(BASE)	\$ (16,493)	\$ 57,668	\$ 41,175

54-25	460.599	DISTANCE LEARNING W/BT BOCES	\$ (18,760)	\$ 18,760	\$ -
55-25	506.000	CURRICULUM DEVELOPMENT	\$ (7,380)	\$ 408,000	\$ 400,620
56-25	535.499	EQUIP REPAIR W/CAEW	\$ (367)	\$ 57,971	\$ 57,604
57-25	605.000	CSC- BASE	\$ (6,028)	\$ 194,094	\$ 188,066
58-25	620.596	PUBLIC INFO-BASE W/ALBANY BOCES	\$ (10,101)	\$ 273,882	\$ 263,781
59-25	642.596	COMPUTER SERVICE MGMT W/CAP REGION	\$ (48,924)	\$ 65,159	\$ 16,235
60-25	655.596	BUSINESS OFC SUPPORT W/ALBANY BOCES	\$ (32,752)	\$ 32,752	\$ -
61-25	660.591	SUBSTITUTE COORDINATION W/ERIE 1 COMPUTER SVC. W.S. WESTCHESTER	\$ (1,644)	\$ 14,446	\$ 12,802
62-25	669.697	BOCES	\$ (25,403)	\$ 57,040	\$ 31,637
63-25	655.596	BUSINESS OFC SUPPORT W/ALBANY BOCES	\$ (3,897)	\$ 32,752	\$ 28,855
64-25	674.591	NEGOTIATIONS W/ERIE 1 BOCES	\$ (17,306)	\$ 17,306	\$ -

These decreases will be supported as follows:

52-25	107.499	Alfred-Almond: (\$10,173)
53-25	401.000	Bath: (\$4,500), Hornell: (\$11,993)
54-25	460.599	Canisteo-Greenwood: (\$18,760)
55-25	506.000	Bath: (\$7,380)
56-25	535.499	Alfred-Almond: (\$1), Canisteo-Greenwood: (\$236), Hornell: (\$130)
57-25	605.000	OCM BOCES: (WEST GENESEE: \$1,034) QUESTSTAR III: (CAIRO-DURHAM: \$494) ULSTER BOCES: (ELLENVILLE: (\$8,017)), WSWHE BOCES: (SOUTH GLENS FALLS: \$461)
58-25	620.596	Arkport: (\$10,100), Hornell: (\$1)
59-25	642.596	Alfred-Almond: (\$1), Bradford: (\$1), Canisteo-Greenwood: (\$1), Hornell: (\$48,921)
60-25	655.596	Addison: (\$32,752)
61-25	660.591	Hornell: (\$1,644)
62-25	669.697	Elmira: (\$25,403)
63-25	655.596	Alfred-Almond: \$70, Bath: \$70, Canisteo-Greenwood: \$70, Hornell: (\$4,227), Horseheads: \$120
64-25	674.591	Addison: (\$14,890), Elmira: (\$2,416)

4. Transfers within programs for 2024-2025:

a. Report of all fund transfers for the period 6/1/2024-6/30/2024, as attached.

b. Transfers in excess of \$10,000.

<u>COSER</u> <u>NO.</u>	<u>PROGRAM</u>	<u>BUDGET CODE</u>	<u>TRANSFER IN</u>	<u>TRANSFER</u> <u>OUT</u>
001	CENTRAL ADMINISTRATION	A001-1010-440-0-01 Consultant	15,000.00	
		A001-1010-440-0-00 Consultant		15,000.00
		A001-1250-150-2-00 Instr. Salaries	174,845.00	
		A001-1250-811-0-00 NYS TRS	16,783.00	
		A001-1250-815-0-00 Social Security	13,023.00	
		A001-1250-816-0-00 Health Ins	24,590.00	
		A001-1310-150-0-00 Instr. Salaries	127,395.00	
		A001-1310-160-0-00 N-I Salaries		150,000.00
		A001-1310-407-0-00 Postage	15,000.00	
		A001-1310-400-0-00 Contractual		15,000.00
		A001-1310-811-0-00 NYS TRS	12,890.00	
		A001-1310-813-0-00 NYS ERS		32,000.00

A001-1310-816-0-00 Health Ins	37,000.00	
A001-1490-816-0-00 Health Ins	158,537.00	
A001-1490-821-0-00 Vision	8,011.00	
Total	\$ 407,537	\$ 407,537

B. Federal Fund Establishments and Adjustments

1. Budget Establishments for 2024-2025:

- a. Smart Start grant be accepted and the budget established in the amount of \$250,000 for the period of April 1, 2024, through March 31, 2025, as attached. Approval was received June 21, 2024.
- b. School Library Systems Aid grant be accepted, and the budget established in the amount of \$158,942 for the period of July 1, 2024, through June 30, 2025, as attached. Approval was received June 25, 2024.
- c. School Library Systems Aid grant, for automation, be accepted, and the budget established in the amount of \$15,894 for the period of July 1, 2024, through June 30, 2025, as attached. Approval was received July 17, 2024.
- d. School Library Systems Supplemental Aid grant be accepted, and the budget established in the amount of \$55,980 for the period of July 1, 2024, through June 30, 2025. Approval was received June 25, 2024.
- e. Teacher Centers grant be accepted, and the budget established in the amount of \$251,148 for the period of July 1, 2024, through June 30, 2025, as attached. Approval was received September 6, 2024.
- f. WIOA, Title 2, Corrections Education and Other Institutionalized Programs (Incarcerated) grant be accepted, and the budget established in the amount of \$200,000 for the period of July 1, 2024, through June 30, 2025, as attached. Approval was received September 10, 2024.
- g. WIOA, Title 2, Adult Basic Education and Literacy (Literacy Zone) grant be accepted, and the budget established in the amount of \$100,000 for the period of July 1, 2024, through June 30, 2025, as attached. Approval was received September 10, 2024.
- h. WIOA, Title 2, Adult Education and Literacy (Literacy Zone) grant be accepted, and the budget established in the amount of \$150,000 for the period of July 1, 2024, through June 30, 2025, as attached. Approval was received September 10, 2024.
- i. Perkins IV/CTEIA, Basic grant be accepted, and the budget established in the amount of \$312,110 for the period of July 1, 2024, through June 30, 2025, as attached. Approval was received July 26, 2024.

C. Purchasing

1. Approval of Resolution, as attached, for the Installment Purchase Agreement for Dell PowerEdge R760xs Server replacements, in the amount of \$48,185.00, plus, any additional fees. This IPA is for the Watkins Glen Central School District for a three-year term.
2. Award of the diesel tank, Coopers Campus, to NW Contracting.

The bids were opened August 22, 2024, at 10:00 AM and the following bids were received:

- a. NW Contracting, 3553 Crittenden Road, Alden, NY 14004 - \$29,325.00
- b. Beavers Petroleum Equip. Co., Inc., 88-B Ridge Rd., Horseheads, NY 14845 - \$34,500.00.

D. Acceptance of Donation

1. 25 cases of water donated to the Bush Campus CTE Student Assembly from Daniel Sperry, PEPSICO, 140 Wygant Road, Horseheads, NY 14845.

E. Approval of Lease

1. Approval of the lease agreement, as attached, effective July 1, 2025, through June 30, 2035, with 3153 Lake Road, LLC for the GST BOCES Print Shop & Science Center.

F. Activities Club

1. Closure of the New Visions HOSA Club Account A-80. All remaining funds, \$1,102.31, will be transferred to the General Youth Organization, A-53 .

G. 2023-2024 Audit Report

1. Acceptance of the 2023-2024 External Audit Report for the Schuyler-Steuben-Chemung-Tioga-Allegany BOCES as presented by Insero & Co.

GREATER SOUTHERN TIER BOCES
BUDGETARY TRANSFER REPORT
FISCAL YEAR 2024-2025

5.A.4.a

CURRENT APPROPRIATION- EFFECTIVE FROM 08/01/2024 - 08/31/2024

BUDGETARY ACCOUNT	DESCRIPTION	AMOUNT TRANSFERRED FROM	AMOUNT TRANSFERRED TO
A500-6709-400-1-04 R	COMMUNITY SCHOOL OM	-1,176.42	
A500-6709-400-1-01 R	COMMUNITY SCHOOL ELMIRA		336.12
A500-6709-400-1-02 R	COMMUNITY SCHOOL ELM HGTS		168.06
A500-6709-400-1-05 R	COMMUNITY SCHOOL SVE		168.06
A500-6709-400-1-06 R	COMMUNITY SCHOOL WG		84.03
A500-6709-400-1-08 R	COMMUNITY SCHOOL CORNING		168.06
A500-6709-400-1-09 R	COMMUNITY SCHOOL ADDISON		84.03
A500-6709-400-1-10 R	COMMUNITY SCHOOL ALF ALM		84.03
A500-6709-400-1-18 R	COMMUNITY SCHOOL HORNELL		84.03
A605-7710-160-7-99 R	COMM/WEB-NI SAL	-1,281.00	
A605-7710-160-I-99 R	CAFE POS-NI SALARY	-3,646.00	
A605-7710-813-F-99 R	APPS ERS RESERVE	-2,863.00	
A605-7710-813-I-99 R	CAFE POS-NYS ERS	-2,500.00	
A605-7710-814-B-99 R	FIN-DBL INS	-48.00	
A605-7710-814-R-99 R	ASSET DBL	-44.00	
A605-7710-814-V-99 R	VOIP-ESSA DBL INS	-8.00	
A605-7710-815-9-99 R	DOC IMAG-SOCIAL SECUR	-258.00	
A605-7710-815-F-99 R	IDEAS-SOCIAL SECURITY	-1,812.00	
A605-7710-815-I-99 R	CAFE POS-SOC SEC	-246.00	
A605-7710-816-4-99 R	DIG-HEALTH INS	-243.00	
A605-7710-816-9-99 R	DOC IMAG-HLTH INS	-2,050.00	
A605-7710-816-A-99 R	SMS-HLTH INS	-414.00	
A605-7710-816-E-99 R	TEST PROCESS-HLTH INS	-291.00	
A605-7710-816-F-99 R	IDEAS-HLTH INS	-4,813.00	
A605-7710-816-O-99 R	LEVEL 0-HEALTH INS	-7.00	
A605-7710-816-R-99 R	ASSET MGMT-HLTH INS	-175.00	
A605-7710-818-9-99 R	DOC IMAG-UNEMP INS	-1,134.00	
A605-7710-818-E-99 R	TEST PROCESS-UNEMP INS	-213.00	
A605-7710-818-F-99 R	IDEAS-UNEMP INS	-315.00	
A605-7710-818-I-99 R	CAFE POS-UNEMP INS	-1,137.00	
A605-7710-819-0-99 R	CSC BASE-HRA	-165.00	
A605-7710-819-0-99 R	CSC BASE-HRA	-2,000.00	
A605-7710-819-2-99 R	MIT-S-HRA	-653.00	
A605-7710-160-F-99 R	APPLICATIONS -NI SAL		7,986.00
A605-7710-163-F-99 R	APPLICATIONS -NI STIPEND		1,817.00
A605-7710-163-R-99 R	ASSET MGMT- STIPEND		1.00
A605-7710-801-0-99 R	CSC BASE-POST EMPLOY		20.00
A605-7710-801-4-99 R	DATA INTER-POST EMPLOY		29.00
A605-7710-801-A-99 R	SMS-POST EMPLOY		48.00
A605-7710-801-E-99 R	TEST PROCESS-POST EMPLOY		66.00
A605-7710-801-O-99 R	LEVEL 0-POST EMPLOYMENT		1.00
A605-7710-801-R-99 R	ASSET MGMT-POST EMPLOY		30.00
A605-7710-813-0-99 R	CSC BASE-NYS ERS		110.00
A605-7710-813-4-99 R	DATA INTER-NYS ERS		174.00
A605-7710-813-7-99 R	COMM/WEB-NYS ERS		3,646.00
A605-7710-813-9-99 R	DOC IMAG-NYS ERS		3,081.00

A605-7710-813-A-99 R	SMS-NYS ERS		286.00
A605-7710-813-E-99 R	TEST PROCESS-NYS ERS		305.00
A605-7710-813-O-99 R	LEVEL 0-NYS ERS		6.00
A605-7710-813-R-99 R	ASSET MGMT-NYS ERS		117.00
A605-7710-814-I-99 R	CAFE POS-ESSA DBL		75.00
A605-7710-815-0-99 R	CSC BASE-SOCIAL SECURITY		34.00
A605-7710-815-4-99 R	DATA INTER-SOCIAL SECURIT		40.00
A605-7710-815-7-99 R	COMM/WEB-SOCIAL SECURITY		2,000.00
A605-7710-815-A-99 R	SMS-SOC SEC		80.00
A605-7710-815-B-99 R	FIN-SOC SEC		48.00
A605-7710-815-E-99 R	TEST PROCESS-SOC SEC		133.00
A605-7710-815-R-99 R	ASSET MGMT-SOC SEC		71.00
A605-7710-816-7-99 R	COMM/WEB-HEALTH		2,500.00
A605-7710-816-7-99 R	COMM/WEB-HEALTH		1,281.00
A605-7710-816-I-99 R	CAFE POS-HLTH INS		1,262.00
A605-7710-818-0-99 R	CSC BASE-UNEMPLOYMENT		1.00
A605-7710-821-2-99 R	MIT-S-VISN INS		653.00
A605-7710-821-9-99 R	DOC IMAG-VISN INS		19.00
A605-7710-824-9-99 R	DOC IMAG-DNTL INS		342.00
A605-7710-824-I-99 R	CAFE POS-DNTL INS		46.00
A605-7710-824-V-99 R	VOIP-DNTL INS		8.00
A704-7210-400-0-09 R	MSC ADM-CONTRACTUAL	-1,700.00	
A704-7210-205-0-09 R	MSC ADM-SOFTWARE		1,700.00
A528-6136-160-0-00 R	CDC BASE NON INSTR SAL	-9,000.00	
A528-6136-150-0-00 R	CDC BASE INSTRUCT SAL		9,000.00
A205-4210-304-0-00 R	1:15 CURRICULUM MATERIALS	-125.00	
A209-4235-304-6-00 R	1:8:1 CURR MAT PHNX ACAD	-250.00	
A216-4230-304-0-00 R	1:6:1 BH CURRIC MATERIALS	-125.00	
A205-4210-451-0-00 R	1:15 FIELD TRIPS		125.00
A209-4235-451-6-00 R	1:8:1 FLD TRIPS PHNX ACAD		250.00
A216-4230-451-0-00 R	1:6:1 FIELD TRIPS BH		125.00
A528-6136-160-0-00 R	CDC BASE NON INSTR SAL	-9,000.00	
A528-6136-150-0-00 R	CDC BASE INSTRUCT SAL		9,000.00
A528-6136-160-0-00 R	CDC BASE NON INSTR SAL	-6,668.00	
A528-6136-150-0-00 R	CDC BASE INSTRUCT SAL		1,286.00
A528-6136-811-0-00 R	CDC BASE TRS		2,025.00
A528-6136-816-0-00 R	CDC BASE HEALTH INS		3,179.00
A528-6136-821-0-00 R	CDC BASE VISION		178.00
A608-7111-200-0-09 R	LABOR REL-EQUIP	-700.00	
A608-7111-454-0-09 R	LABOR REL-PHOTO COPYING		700.00
A214-4230-300-0-00 R	1:6:1 ED SUPPLY	-300.00	
A214-4230-300-4-01 R	1:6:1 ED SUPPLY BOX		300.00
A103-3641-300-0-00 R	COSMTLGY SUPPLY	-720.00	
A103-3641-400-0-00 R	COSMTLGY OTH EXP		720.00



Schuyler-Steuben-Chemung-Tioga-Allegany BOCES

REQUEST OF THE BOARD OF EDUCATION FOR ACCEPTANCE OF GRANT AWARD

Staff Contact Person: Sally Deane-Moshier

Title of Grant: Smart Start Program

Funding Source: New York State Education Department

Amount: \$250,000.00

Time Period Covered by Grant: 4/1/2024 to 3/31/25

Collaborating Partner Agencies/Entities:

Lead Agency: Greater Southern Tier BOCES

Target Population: Students

Purpose(s) of Grant:

develop, implement, and share innovative programs that provide professional development and support to increase expertise in computer science, engineering, and/or educational technology among teachers in grades K-8

Staffing Needs (if any): Program Coordinator, Senior Account Clerk, Grants Supervisor

Anticipated Activities/Staff Main Duties/Responsibilities:

Train staff and facilitate teaching of computer science and engineering.



5.B.1.b

Schuyler-Steuben-Chemung-Tioga-Allegany BOCES

REQUEST OF THE BOARD OF EDUCATION FOR ACCEPTANCE OF GRANT AWARD

Staff Contact Person: Mary Ann Munroe

Title of Grant: School Library Systems Aid

Funding Source: Division of Library Development

Amount: \$158,942

Time Period Covered by Grant: 7/1/24 to 6/30/25

Collaborating Partner Agencies/Entities: _____

Lead Agency: Greater Southern Tier BOCES

Target Population: GST BOCES Districts

Purpose(s) of Grant:

Promote and Support Regional Library Programming

Staffing Needs (if any): Coordinator of School Library Systems,
Library Automation Assistant

Anticipated Activities/Staff Main Duties/Responsibilities:

Promote and Support Regional Library Programming



5.B.1.c

Schuyler-Steuben-Chemung-Tioga-Allegany BOCES

REQUEST OF THE BOARD OF EDUCATION FOR ACCEPTANCE OF GRANT AWARD

Staff Contact Person: Mary Ann Munroe

Title of Grant: School Library Systems Aid for Automation

Funding Source: Division of Library Development

Amount: \$15,894.00

Time Period Covered by Grant: 7/1/24 to 6/30/25

Collaborating Partner Agencies/Entities: _____

Lead Agency: Greater Southern Tier BOCES

Target Population: GST BOCES Districts

Purpose(s) of Grant:

To enhance technology related elements of the library system

Staffing Needs (if any): Coordinator of School Library Systems,
Library Automation Assistant

Anticipated Activities/Staff Main Duties/Responsibilities:

Promote and Support Regional Library Programming



5.B.1.d

Schuyler-Steuben-Chemung-Tioga-Allegany BOCES

REQUEST OF THE BOARD OF EDUCATION FOR ACCEPTANCE OF GRANT AWARD

Staff Contact Person: Mary Ann Munroe

Title of Grant: School Library Systems Supplemental Aid

Funding Source: Division of Library Development

Amount: \$55,980

Time Period Covered by Grant: 7/1/24 to 6/30/25

Collaborating Partner Agencies/Entities: _____

Lead Agency: Greater Southern Tier BOCES

Target Population: GST BOCES Districts

Purpose(s) of Grant:

Promote and Support Regional Library Programming

Staffing Needs (if any): Coordinator of School Library Systems,
Library Automation Assistant

Anticipated Activities/Staff Main Duties/Responsibilities:

Promote and Support Regional Library Programming



Schuyler-Steuben-Chemung-Tioga-Allegany BOCES

REQUEST OF THE BOARD OF EDUCATION FOR ACCEPTANCE OF GRANT AWARD

Staff Contact Person: Stacie Harris

Title of Grant: Teacher Centers Grant

Funding Source: New York State Department of Education

Amount: \$251,148.00

Time Period Covered by Grant: 07/01/2024 to 06/30/2025

Collaborating Partner Agencies/Entities: Southern Tier Teacher Center Network and Teacher Center Steering Committee

Lead Agency: New York State Department of Education

Target Population: Teachers in the Schuyler-Steuben-Chemung-TiogaAllegany region and GST BOCES including non-publics and professors at colleges that are involved with the education of pre-service teachers.

Purpose(s) of Grant: Professional Development that is aligned with NYS Learning Standards initiatives for teachers to attend.

Staffing Needs (if any): 1.0 FTE (11 month) Teacher Center Coordinator, Hourly Assistant Teacher Center Coordinator, Hourly Program Specialist & Workshop facilitators.

Anticipated Activities/Staff Main Duties/Responsibilities:

The Teacher Center will coordinate their professional development activities around the deliverables for NYS Learning Standards. This includes programming focused on science education and literacy standards. We will also be increasing our focus on Diversity, Equity, and Inclusion programming. In addition, we will continue to expand our programming in visual and musical arts.

Schuyler-Steuben-Chemung-Tioga-Allegany BOCESREQUEST OF THE BOARD OF EDUCATION FOR ACCEPTANCE OF GRANT AWARD

Staff Contact Person: Colleen Hurd

Title of Grant: WIOA, Title II, Incarcerated Youth

Funding Source: New York State Education Department

Amount: \$200,000

Time Period Covered by Grant: 7/1/2024 to 6/30/2025

Collaborating Partner Agencies/Entities: Chemung County Jail & Steuben
County Jail

Lead Agency: Greater Southern Tier BOCES

Target Population: Incarcerated students 16 and older

Purpose(s) of Grant:

To provide GED preparation, job readiness training, computer training,
and family education training to incarcerated individuals in Chemung and
Steuben Counties.

Staffing Needs (if any): Director, Coordinator, Instructional/Case
Manager, Instructional/Case Management, support staff and part time
hourly instructors/case managers.

Anticipated Activities/Staff Main Duties/Responsibilities:

Assess, develop an individual education plan, and provide training to incarcerated individuals.

Schuyler-Steuben-Chemung-Tioga-Allegany BOCESREQUEST OF THE BOARD OF EDUCATION FOR ACCEPTANCE OF GRANT AWARD

Staff Contact Person: Colleen Hurd

Title of Grant: WIA Title II Adult Basic Education

Funding Source: New York State Education Department

Amount: \$100,000

Time Period Covered by Grant: 7/1/2024 to 6/30/2025

Collaborating Partner Agencies/Entities:

Lead Agency: Greater Southern Tier BOCES

Target Population: Adults

Purpose(s) of Grant:

To provide assessment and literacy services to adult students

Staffing Needs (if any): Director, Coordinator, Instructional/Case

Manager, support staff, and part time hourly instructors/case managers.

Anticipated Activities/Staff Main Duties/Responsibilities:

Assessment, GED Preparation

Schuyler-Steuben-Chemung-Tioga-Allegany BOCESREQUEST OF THE BOARD OF EDUCATION FOR ACCEPTANCE OF GRANT AWARD

Staff Contact Person: Colleen Hurd

Title of Grant: WIA Title II - Adult Education & Literacy Grant
(Literacy Zone)

Funding Source: New York State Education Department

Amount: \$150,000

Time Period Covered by Grant: 7/1/2024 to 6/30/2025

Collaborating Partner Agencies/Entities:

Lead Agency: Greater Southern Tier BOCES

Target Population: Adults

Purpose(s) of Grant:

To provide assessment, literacy instruction, GED preparation & career
training opportunities.

Staffing Needs (if any): Director, Coordinator, Case Manager , support
staff and part time hourly instructors/case managers.

Anticipated Activities/Staff Main Duties/Responsibilities:

Assessment, GED Preparation, Career Training



5.B.1.i

Schuyler-Steuben-Chemung-Tioga-Allegany BOCES

REQUEST OF THE BOARD OF EDUCATION FOR ACCEPTANCE OF GRANT AWARD

Staff Contact Person: Robert Sherburne

Title of Grant: Carl D. Perkins Grant V

Funding Source: Carl D. Perkins Grant V

Amount: \$312,110

Time Period Covered by Grant: 7/1/2024 to 6/30/2025

Collaborating Partner Agencies/Entities: None

Lead Agency: New York State Department of Education

Target Population: CTE Students

Purpose(s) of Grant: CTE Program improvement

Staffing Needs (if any): Data & Research Coordinator

Anticipated Activities/Staff Main Duties/Responsibilities:

CTE Program improvement

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

**Board Resolutions
10/01/2024**

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: Dell PowerEdge R760xs Server replacements

Principal Amount: \$48,185.00 plus any additional fees

District: Watkins Glen Central 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 Banc of America Public Capital Corp (“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. Each of the District Superintendent and the Director of Finance, 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. Each of the District Superintendent and the Director of Finance, 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 or the Director of Finance, as applicable, 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, each of the District Superintendent and the Director of Finance 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 five (5) years. Accordingly, the term of the Equipment Leases authorized by this resolution will not be in excess of three (3) 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 this October 1, 2024

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: Kathleen E. Taylor

Official Title: Board Clerk

Date: October 1, 2024

LEASE

THIS LEASE, made as of the ____ day of _____, 2024, by and between **3153 LAKE ROAD, LLC**, a New York limited liability company with its principal office located at 330 East 14th Street, Elmira Heights, New York, 14903, (hereinafter called "Owner"), and **GREATER SOUTHERN TIER BOARD OF COOPERATIVE EDUCATIONAL SERVICES**, having its principal office at 431 Philo Road, Elmira, New York 14903 (hereinafter called "Tenant").

WITNESSETH THAT:

In consideration of the rents, covenants and agreements herein contained, Owner and Tenant hereby covenant and agree as follows:

- 1. **PREMISES.** Owner demises and leases to Tenant and Tenant rents from Owner a site of approximately 3 acres located at 3153 Lake Road, Horseheads, New York, Town of Horseheads Tax map No. 69.10-4-3.21, which consists of a parking lot and a building of approximately 19,850 square feet of space (the "Building").
- 2. **USE OF PREMISES.** Tenant shall use 8,500 square feet of the Building for the operation of its print shop and science center, 5,825 square feet for storage, and the remaining 5,525 square feet for warehousing of STEM (science, technology, engineering and math) materials for distribution.
- 3. **TERM.** The term of this Lease shall be for **ten (10) years** commencing on **July 1, 2025** (the "Commencement Date") and ending on **June 30, 2035** (the "Termination Date").
- 4. **MINIMUM RENT.** Tenant shall pay the following minimum rent in monthly installments payable in advance on the first day of each month throughout the Term of this Lease. The rental amounts set forth herein are based on the actual number of square feet in the Building.

- Year 1: \$19,850.00 per month
- Year 2: \$19,850.00 per month
- Year 3: \$19,850.00 per month
- Year 4: \$19,850.00 per month
- Year 5: \$19,850.00 per month
- Year 6: \$20,842.50 per month

Year 7: \$20,842.50 per month

Year 8: \$20,842.50 per month

Year 9: \$20,842.50 per month

Year 10: \$20,842.50 per month

5. **ADDITIONAL RENT.** During the term of this Lease, Tenant will pay to Owner as Additional Rent, the total costs of the items set forth in the following Subparagraphs a) and b) (the "Additional Rent"):

- a) The amount by which real estate taxes for the Premises exceed \$37,000.00 for each lease year (the "Taxes"); and
- b) The amount by which the Owner's insurance costs for the Premises exceed \$7,500.00 for each lease year (the "Insurance Costs").

Landlord shall by April 1 of each lease year notify Tenant in writing of any Additional Rent due for Taxes and Insurance Costs and furnish Tenant with copies of such statements as will substantiate such Additional Rent. Tenant shall pay such Additional Rent by July 31 of the same year.

6. **UTILITIES.** Tenant agrees to pay for all utilities and services used in the operation of the Premises, except for water. Owner shall maintain the utility service account for the water in its name. Tenant shall maintain the utility service accounts for all other utilities and services in its name. Owner shall not be under any responsibility or liability in any way whatsoever for the quality, quantity, impairment, interruption, stoppage, failure or other interference of service involving such utilities except to the extent caused through the negligence of Owner.

7. **INSURANCE AND MUTUAL INDEMNITY.** Tenant shall indemnify, defend and hold harmless the Owner from and against: (a) any and all liability arising out of Tenant's failure to comply with the terms of this Agreement, and any injury, loss, claims, or damages arising from the negligent or intentional operations, acts, or omissions of the Tenant relating to or arising out of Tenant's performance of its obligations under this Agreement; and (b) any and all costs and expenses, including reasonable legal expenses, incurred by or on behalf of the Owner in connection with the defense of such claims. Owner shall indemnify,

defend and hold harmless Tenant from and against: (a) any and all liability arising out of Tenant's failure to comply with the terms of this Agreement, and any injury, loss, claims, or damages arising from the negligent or intentional operations, acts, or omissions of the Owner relating to or arising out of Owner's performance of its obligations under this Agreement; and any and all costs and expenses, including reasonable legal expenses, incurred by or on behalf of Tenant in connection with such claims. Tenant covenants and agrees to maintain in full force and effect during the term hereof, at Tenant's own cost and expense, a policy or policies of comprehensive public liability insurance insuring Tenant and Owner against liability for injury, damage or death, to or of persons or property in or about the Demised Premises during the term hereof with a combined single limit of at least \$5,000,000 in the case of bodily injury to, or death of, one person, or more than one persons on account of, or arising out of any one occurrence, and at least \$2,000,000 in the case of property damage. Such policy or policies shall be issued by a responsible insurance carrier satisfactory to Owner and shall name Owner as an additional insured on a primary, non-contributory basis. Tenant shall furnish Owner with a certificate showing such insurance to be in force and effect and providing that said insurance cannot be cancelled without at least thirty (30) days prior written notice to Owner. Tenant shall maintain insurance on all of its personal property, equipment and fixtures located and used in the Demised Premises.

8. **WASTE, ORDINANCES AND VIOLATIONS.** Tenant covenants that the Demised Premises shall be used for only the purposes herein stated and that the Demised Premises shall not be used for any unlawful purpose and no violation of law or ordinance or duly constituted authority shall be committed thereon. Throughout the term of this Lease, Tenant shall comply with all laws, rules, orders, ordinances and regulations at any time issued or in force applicable to Tenant's use and occupancy of the Demised Premises of the town, city, county, state, federal or other governmental body having jurisdiction thereof or thereover and of each and every department, bureau and official thereof and of the Board of Fire Underwriters having jurisdiction thereof. Tenant shall not commit any act upon the Demised Premises, or discharge any substance matter or anything in any sewer line, or into the atmosphere, or under the surrounding surface from the Demised Premises which shall cause Owner to be in violation of any law or rule, order, ordinance, or regulation at any time issued or in force of the town, city, county, state, federal or other governmental authority having jurisdiction thereof or thereover and

each and every department, bureau, and official thereof, and the Board of Fire Underwriters having jurisdiction thereof.

9. **ASSIGNMENT AND SUBLEASING.** Tenant shall not assign, mortgage, encumber or sublease this Lease in whole or in part, or sublet the Demised Premises or any part thereof without the prior written consent of Owner.

10. **MAINTENANCE.** Tenant agrees to maintain the Demised Premises in a good condition. Owner shall be responsible for the maintenance of the grounds, parking lot and walkways (including snow removal) and landscaping, and maintenance of all heating and plumbing systems used in the operation of the Building. Owner shall also be responsible for structural repairs of the Building (including the HVAC units). Tenant shall be responsible for all ordinary repairs to the Premises and for its own janitorial service, trash removal, replacement of light bulbs and repair and maintenance to the doors and windows.

11. **ALTERATIONS.** Tenant shall not make any structural alterations, improvements or additions to the Demised Premises without the express prior written consent of Owner.

12. **OWNER'S LIABILITY.** Owner shall not be liable for any damage to the property of Tenant or of others located in the Demised Premises for the loss of or damage to any property of Tenant, its invitees, agents or guests, or of others by theft or otherwise unless caused by the negligence or breach of this agreement by the Owner, its employee(s) or agent(s), unless caused by negligence or willful misconduct of Owners, its officers, employees, or agents. Owner shall not be liable for any injury or damage to persons resulting from, but not limited to, fire, explosion, gas, electricity, water, rain, snow, leaks, or steam from any part of the Demised Premises or from the pipes, appliances, sprinkler system or plumbing works, or from the roof, or subsurface or from any other place or by dampness or by any other cause or whatsoever nature except to the extent such injury or damage is the result of the negligence or breach of this agreement by Owner, its employee(s) or agent(s). All property of Tenant kept or stored on the Demised Premises shall be so kept or stored at the risk of Tenant only and Tenant shall hold Owner harmless from any claims arising out of damage to the same, including subrogation claims by Tenant's insurance carriers. Owner and Tenant each agree to use best efforts to procure an endorsement to any insurance policies whereby the insurer recognizes that the insured has waived any right of recovery from Owner or Tenant, as the case may be, but Owner's

obligation to procure such endorsement shall be effective only if such waiver of subrogation is available in the policies with its existing insurance carrier. Tenant shall give immediate notice to Owner in the case of fire, accident or similar event in the Demised Premises or in the building of which the Premises are a part or of defects therein, or in any fixtures or equipment.

13. **ACCESS BY OWNER.** Owner expressly reserves the following rights:

- a. to enter the Demised Premises at any time during emergency; or
- b. upon reasonable notice to Tenant, to enter the Demised Premises during reasonable business hours to examine the same and show them to prospective purchasers, lessees, or lenders and to make any such repairs, additions, or alterations as may be necessary for the safety, improvement, or preservation thereof, or of the building of which they are a part, but Owner assumes no obligation to make repairs to said Premises or said building other than as expressly stated in this Lease; or
- c. to enter the Demised Premises and display a notice or sign "FOR RENT" or "FOR SALE" at any time within six (6) months before the expiration or on the sooner termination of this Lease and to maintain the same as placed; or
- d. after the time Tenant abandons or vacates the Premises or otherwise defaults hereunder, to enter and remodel, repair or alter or otherwise prepare the Premises for re occupancy. The exercise of any reserved right by Owner shall never be deemed an eviction or disturbance of Tenant's use or possession of the Premises and shall never render Owner liable in any manner to Tenant or to any other person.

14. **WAIVERS.** The failure of Owner or Tenant to insist in any one or more instances upon a strict performance of any of the covenants of this Lease, or exercise any option herein contained, shall not be construed as a waiver or relinquishment for the future of such covenant or option, but shall continue and remain in full force and effect. The receipt by Owner of rent, with the knowledge of a breach of any covenant hereof, shall not be deemed a waiver of such breach and no waiver by Owner of any provision hereof shall be deemed to have been made unless expressed in writing and signed by Owner. The payment by Tenant of rent, with the knowledge of a breach of any covenant hereof, shall not be deemed a waiver of such breach and no waiver by Tenant of any provision hereof shall be deemed to have been made unless expressed in writing and signed by Tenant.

15. **CLAIMS AND LIENS.** Tenant agrees to protect, indemnify and save harmless Owner against any and all liability on account of any injury to third persons or property by reason of any improvements, alterations, repairs, or maintenance to the Demised Premises by

Tenant, and to protect and indemnify and save harmless Owner from the payment of any claims of any kind or character on account of bills for labor or material in connection therewith. Tenant shall have no power to do any act or make any contract which may create or be a foundation for any lien, mortgage, or other encumbrance upon the ownership interest of the Owner, or any interest of Owner in the Demised Premises, it being agreed that should Tenant cause any improvements, alterations, repairs or maintenance to be made to the Demised Premises, or material furnished or labor performed therein or thereon, neither Owner nor the Demised Premises, nor any improvements shall be under consideration to be liable for payment of any expenses incurred, or for the value of any work done or material furnished to the Demised Premises or any part thereof; but all such improvements, alterations, repairs, maintenance, materials and labor shall be solely at Tenant's expense and Tenant shall be solely and wholly responsible to contractors, laborers, and material men, furnishing labor and material to said Premises, or any part thereof.

16. **DESTRUCTION OF PREMISES BY FIRE, CASUALTY AND EMINENT DOMAIN.**

- a. If the Demised Premises are damaged by fire or other casualty, the damages shall be repaired by Owner and the rent until such repairs shall be made shall be apportioned from the date of such fire or other casualty according to the part of the premises which is usable by Tenant. Owner agrees to repair such damage within a reasonable period of time after receipt from Tenant of written notice of such damage.
- b. If the Demised Premises in the opinion of a licensed architect or engineer, mutually agreeable to Owner and Tenant, are (1) rendered substantially untenable by reason of such fire or other casualty, or (2) 20% or more of the Demised Premises is damaged by said fire or other casualty and less than one year would remain on the lease term or any renewal thereof upon completion of the repairs or reconstruction, or (3) 50% or more of the Demised Premises is damaged by said fire or other casualty, then Owner or Tenant shall have the right, to be exercised by written notice delivered to the other party within thirty (30) days from and after said occurrence, to elect to terminate this Lease, and, in such event, this Lease and the tenancy hereby created shall cease as of the date of said occurrence, the rent to be adjusted as of said date.
- c. If the whole of the Demised Premises shall be condemned or taken either permanently or temporarily for any public or quasi public use or purpose, under any statute or by right of eminent domain or by private purchase in lieu thereof, then in that event the term of this Lease shall cease and terminate from the date when possession is taken thereunder pursuant to such proceeding or purchase. The rent shall be adjusted as of the time of such termination and any

rent paid for a period thereafter shall be refunded. In the event more than 15% of the building shall be so taken then Owner or Tenant may elect to terminate this Lease from the date when possession is taken thereunder pursuant to such proceeding or purchase; or upon mutual agreement of the parties, Owner shall repair and restore, at its own expense, the portion not taken and thereafter the rents shall be reduced proportionately to the portion of the premises taken.

- d. In the event of any total or partial taking of the Demised Premises or the building, Owner shall be entitled to receive the entire award in such proceeding and Tenant shall make a separate application for Tenant's fixtures, equipment and moving expenses under the then applicable eminent domain code. Tenant shall not make any claim that will detract from or diminish any award from which the Owner shall make a claim.
- e. If the Demised Premises or building are declared unsafe by any duly constituted authority having the power to make such determination or are the subject of a violation notice or notice requiring repair or reconstruction which cannot be repaired by Owner at its own cost and expense within sixty (60) days, then Owner or Tenant may terminate this Lease, and in such event, Tenant shall immediately surrender such Demised Premises to Owner and thereupon this Lease shall terminate and the rent shall be apportioned as of the date of such termination.

17. **DEFAULT OF TENANT.**

- a. The occurrence of any of the following shall constitute a default and breach of this Lease by Tenant:
 - i. a failure by Tenant to pay, when due any installment of rent hereunder or any additional rent or any such other sum herein required to be paid by Tenant. No default shall exist until thirty (30) days after Owner has sent to Tenant written notice that the rent has not been received; or
 - ii. a failure by Tenant to observe and perform any other provisions or covenants of this Lease to be observed or performed by Tenant, where such failure continues for thirty (30) days after written notice thereof from Owner to Tenant provided, however, that if the nature of the default is such that the same cannot reasonably be cured within such thirty (30) day period, Tenant shall not be deemed to be in default if Tenant shall within such period commence such cure and thereafter diligently prosecute the same to completion;
- b. Owner shall have the following remedies upon the occurrence of any such event of default or breach as set forth above:

- i. Owner may (but shall not be required to) perform for the account of Tenant any such default of Tenant and immediately recover as additional rent any expenditure made and the amount of any obligations incurred in connection therewith.
- ii. Owner may after written notice of an occurrence of default and after an expiration of a thirty (30) day period to cure such default, elect to terminate this Lease and the tenancy created hereby giving notice of such election to Tenant. Owner may reenter the Demised Premises, by summary proceeding, or otherwise, and remove Tenant, and all other persons and property from the Demised Premises. Tenant shall remain liable for an amount equal to the rent which, but for termination of this Lease, would have become due during the remainder of the term, less the amount of rent if any, which Owner shall receive during the period from others to whom the premises may be rendered, in which case, such damages should be computed and payable in monthly installments in advance of the first day of each calendar month following the termination of the Lease and continuing until the date on which the term would have expired but for the termination. Should Owner at any time terminate this Lease for an occurrence of default or breach by Tenant, Owner may recover from Tenant all damages it may incur by reason of such default or breach including reasonable attorneys' fees and costs.

18. **HOLDOVER.** Tenant shall not occupy the Demised Premises after expiration of this Lease without the written consent of Owner. If Tenant shall occupy the Demised Premises with the written consent of Owner, after the expiration of this Lease, and rent is accepted from Tenant, such occupancy and payment shall be construed as an extension of the term of this Lease for one (1) month at a time unless other terms of extension are endorsed herein in writing and signed by the parties hereto. In such event, if either Owner or Tenant desires to terminate said occupancy at the end of any month after the termination of this Lease, the party so desiring to terminate the same shall give the other party at least thirty (30) days prior written notice to that effect. Failure on the part of Tenant to give such notice shall obligate it to pay rent for an additional calendar month following the month in which Tenant has vacated the Demised Premises. If Tenant's occupancy of the Demised Premises continues after the expiration of this Lease or any extension or renewal thereof, without the written consent of Owner, Tenant shall pay to Owner as liquidated damages double the amount of rent at its highest rate specified in this Lease for the time Tenant retains possession of the premises or any part thereof after termination

of the term of this Lease, by lapse of time or otherwise, and shall indemnify Owner against any liability to a successor tenant of the premises arising out of or on account of Tenant's continued occupancy.

19. **NOTICES.** Any notice, demand, request, or other instrument which may be or is required to be given hereunder shall be delivered in person or sent by United States certified mail, postage prepaid, and shall be addressed:

If to Owner: At the address first hereinabove given, or at such other address of Owner as Owner may designate by written notice.

With Copy to: Sayles & Evans
Attention: Steven E. Agan, Esq.
One West Church Street,
Elmira, New York 14901.

If to Tenant: Superintendent
Greater Southern Tier Board of Cooperative
Educational Services
9579 Vocational Drive
Painted Post, New York 14870

With a copy to:

Ferrara Fiorenza PC
5010 Campuswood Drive
East Syracuse, NY 13057

Notice given as aforesaid shall be a sufficient service thereof, if mailed, shall be deemed given three (3) days after depositing in any post office or in any post office box regularly maintained by the Federal government.

20. **SURRENDER OF THE PREMISES.** At the expiration of the tenancy hereby created, Tenant shall surrender the Demised Premises in the same condition as the Demised Premises were upon delivery of possession thereto under this Lease, reasonable wear and tear, repairs required to be made by Owner, and casualty damage to be repaired by Owner excepted, and shall surrender all keys for the Demised Premises to Owner at the place then fixed for the payment of rent. Tenant shall remove all of its trade fixtures and signs before surrendering the Premises aforesaid, and shall repair any damage to the Demised Premises caused thereby and shall leave the premises broom clean. If Tenant shall fail to remove any trade fixtures, signs, or other personal property upon surrendering the Premises, then said

fixtures, signs or other property may be deemed abandoned by Tenant and thereupon become the property of Owner, and Owner may notify Tenant to remove the same at Tenant's own cost and expense and Tenant hereby agrees to do so or Owner, at its option, may dispose of such property at Tenant's cost and expense.

21. **HAZARDOUS MATERIALS.**

- a. Tenant agrees that Tenant, its agents and contractors, licensees, or invitees shall not handle, use, manufacture, store or dispose of any flammables, explosives, radioactive materials, hazardous wastes or materials, toxic wastes or materials, or other similar substances, petroleum products or derivatives (collectively "Hazardous Materials") on, under, or about the Demised Premises, provided that Tenant may handle, store, use or dispose of products containing small quantities of Hazardous Materials, which products are of a type customarily found in offices including the uses described in this agreement and households (such as aerosol cans containing insecticides, toner for copiers, paints, paint remover, and the like), provided further that Tenant shall handle, store, use and dispose of any such Hazardous Materials in a safe and lawful manner and shall not allow such Hazardous Materials to contaminate the Demised Premises or the Environment.
- b. If Owner, in its reasonable discretion, believes that the Demised Premises or the environment have become contaminated with Hazardous Materials that must be removed under the laws of the jurisdiction where the Demised Premises are located, in breach of the provisions of this Lease, Owner, in addition to its other rights under this Lease, may enter upon the Demised Premises during normal business hours and obtain samples from the Demised Premises, including without limitation the soil and groundwater under the Premises, for the purposes of analyzing the same to determine whether and to what extent the Demised Premises or the environment have become so contaminated. Tenant shall reimburse Owner for the reasonable costs of any inspection, sampling and analysis that discloses contamination for which Tenant is liable under this paragraph. Tenant may not perform any sampling, testing, or drilling to locate any Hazardous Materials on the Demised Premises without Owner's prior written consent.
- c. Without limiting the above, Tenant shall reimburse, defend, indemnify and hold Owner harmless from and against any and all claims, losses, liabilities, damages, costs and expenses, including without limitation, loss of rental income, loss due to business interruption, and attorneys' fees and costs, arising out of or in any way connected with the use, manufacture, storage, or disposal of Hazardous Materials by Tenant, its agents or contractors on, under or about the Demised Premises including, without limitation, the costs of any required or necessary investigation, repair, cleanup or detoxification and the preparation of any closure or other required plans in connection therewith, whether voluntary or compelled by governmental authority. The indemnity obligations of Tenant under this clause shall survive any termination of the Lease. At

Owner's option, Tenant shall perform any required or necessary investigation, repair, cleanup, or detoxification of the Demised Premises as required to be performed by any governmental authority which pertains to the discharge of the Hazardous Materials occurring during the term of this Lease. In such case, Owner shall have the right, in its sole discretion, to approve all plans, consultants, and cleanup standards. Approval shall be determined by whether the plans comply with standards set by applicable governmental authorities. Tenant shall provide Owner on a timely basis with (i) copies of all documents, reports, and communications with governmental authorities; and (ii) notice and an opportunity to attend all meetings with regulatory authorities. Tenant shall comply with all notice requirements and Owner and Tenant agree to cooperate with governmental authorities seeking access to the Demised Premises for purposes of sampling or inspection. No disturbance of Tenant's use of the Demised Premises resulting from activities conducted pursuant to this paragraph shall constitute an actual or constructive eviction of Tenant from the Premises. In the event that such cleanup extends beyond the termination of the Lease, Tenant's obligation to pay rent (including additional rent and percentage rent, if any) shall continue until such cleanup is completed and any certificate of clearance or similar document has been delivered to Owner. Nothing in this paragraph shall apply to materials that are not deemed hazardous materials at the time of their being brought on site by Tenant, even if such materials are later categorized as hazardous materials.

- d. Owner shall be responsible for any Hazardous Materials on or about the Demised Premises which were discharged by Owner prior to the date Tenant first took possession of the Demised Premises, or which was caused by the Owner during the time Tenant was in possession of the Demised Premises. Owner agrees to defend, indemnify and hold Tenant harmless from and against any and all cost, damages, expense and/or liabilities (including reasonable attorney's fees) which Tenant may suffer as a result of any claim, suit or action regarding any such Hazardous Materials discharged by Owner and/or regarding the removal and cleanup of same or Owner's breach of its obligations under this paragraph of this Lease.

22. **SIGNS.** Tenant may, with the prior written approval of Owner, display a sign in the front of the Building on the Demised Premises and shall remove the same upon Lease termination. The sign shall comply with any laws which may regulate signage.

23. **RESOLUTION OF BOARD OF TRUSTEES.** Tenant agrees to provide Owner, upon the execution of this Lease, a certified copy of a resolution of the Board of Trustees of Tenant, approving the execution of this Lease. Tenant covenants that it has complied with and taken all actions necessary under applicable law to enter into this Lease (including, but not limited to those set forth in Education Law Section 1950(4)(p)) and that it has received all

necessary consents and approvals required by it to enter into the Lease except approval from the Commissioner of Education. Tenant agrees to submit this Lease for approval by the Commissioner of Education upon the execution of this Lease by both parties.

24. **CAPTIONS.** The captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Lease nor the intent of any provisions thereof.

25. **ENTIRE AGREEMENT.** This Lease, including any riders hereto, contains all the agreements, conditions, understandings, representations and warranties made between the parties hereto with respect to the subject matter hereof, and may not be modified orally or in any manner other than by agreement in writing signed by both parties hereto or their respective successors interest.

26. **QUIET ENJOYMENT.** Tenant, so long as it is not in default under this Lease, shall have the peaceable and quiet possession of the Demised Premises during the term.

27. **BINDING EFFECT.** The respective rights and obligations provided in this Lease shall bind and inure to the benefit of the parties hereto, their legal representatives, heirs, successors and assigns.

28. **PARKING.** Tenant shall have the exclusive right to use of the parking lot located on the Premises.

29. **JURISDICTION.** This Lease shall be construed in accordance with the Laws of the State of New York.

30. **TERMINATION OF EXISTING LEASE.** As of the Commencement Date, the existing lease between the parties shall terminate except for any unsatisfied obligations thereunder which may have arisen or accrued prior to the date of termination.

31. **EXECUTORY CLAUSES.**

- a. In order for this lease to become effective, Tenant must first obtain approval of the Commissioner of Education.
- b. The obligation on the part of Tenant shall be deemed executory only to the extent of the monies appropriated and available for the purpose of this agreement and no liability on account thereof shall be incurred by Tenant beyond the amount of such monies. It is understood that neither this agreement nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available monies for the purpose of this agreement.

IN WITNESS WHEREOF, Owner and Tenant have caused this Lease to be executed by their duly authorized officers as of the day and year first above written.

3153 LAKE ROAD, LLC

By: _____

Its: _____

Owner.

GREATER SOUTHERN TIER BOARD OF COOPERATIVE EDUCATIONAL SERVICES

By: _____

Its: _____

Tenant.

State of New York,)

: SS.

County of Chemung.)

On the ____ day of _____ in the year 2024, before me, the undersigned, a notary public in and for said state, personally came _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.

Notary Public

State of New York,)

: SS.

County of Chemung.)

On the ____ day of _____ in the year 2024, before me, the undersigned, a notary public in and for said state, personally came _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.

Notary Public

LEASE

By and Between

3153 LAKE ROAD, LLC

and

**GREATER SOUTHERN TIER BOARD OF COOPERATIVE
EDUCATIONAL SERVICES**

Dated: October 1, 2024