

CHAMPLAIN VALLEY EDUCATIONAL SERVICES  
BOARD OF COOPERATIVE EDUCATIONAL SERVICES  
Sole Supervisory District of Clinton, Essex, Warren and Washington Counties

**AGENDA FOR BOARD MEETING TO BE HELD AT THE INSTRUCTIONAL SERVICES CENTER IN PLATTSBURGH ON APRIL 11, 2018 – PROPOSED EXECUTIVE SESSION AT 6:30 PM – MEETING AT 7:30 P.M.**

- |           |  |
|-----------|--|
| Action    | 1. CALL TO ORDER: PRESIDENT BARCOMB  |
|           | a. The Pledge of Allegiance  |
|           | b. Roll Call of Board Members  |
| No Action | 2. EXECUTIVE SESSION   |
| Action    | 3. CVES BOCES ANNUAL MEETING   |
| No Action | 4. INTRODUCTION OF ALL PRESENT   |
| No Action | 5. OPINIONS AND CONCERNS FROM THE AUDIENCE   |
|           | (Each speaker shall be limited to a maximum of 3 minutes. The entire public participation period shall be limited to no more than 30 minutes.) |
| No Action | 6. FINANCING A POTENTIAL BOCES CAPITAL PROJECT PRESENTATION  |
|           | – Fiscal Advisors & Marketing, Inc.  |
| No Action | 7. FACILITIES ADVISORY COMMITTEE UPDATE – Dr. Mark C. Davey & Dr. Hollis Palmer  |
| Action    | 8. MINUTES OF PREVIOUS MEETING   |
|           | a. March 22, 2018 Board Meeting (Enc. 1)   |
|           | 9. CONSENT AGENDA FINANCIAL  |
| Action    | a. Certification of Warrant (Enc. 2)   |
| Action    | b. Treasurer’s Report (Enc. 3)   |
| Action    | c. Donation (Enc. 4)   |
| Action    | d. Cross-Contract Budgets (Enc. 5)   |
| Action    | e. Cross-Contract Budget Increase (Enc. 6)   |
| Action    | f. Communication Site Contract (Enc. 7)  |
| Action    | g. Independent Auditor Appointment/Management Letter (Enc. 8)  |
|           | 10. OLD BUSINESS   |
| No Action | a. None this month   |
|           | 11. CONSENT AGENDA PERSONNEL   |
| Action    | a. Resignation (Enc. 9)  |
| Action    | b. Leave of Absence (Enc. 10)  |
| Action    | c. Termination (Enc. 11)   |
| Action    | d. Civil Service Probationary Appointment (Enc. 12)  |
| Action    | e. Permanent Appointment (Enc. 13)   |
| Action    | f. Amend Temporary Appointment (Enc. 14)   |
| Action    | g. Adult Education Instructor (Enc. 15)  |

- Action h. Facilitators (Enc. 16)
  - Action i. Temporary Grant Appointments (Enc. 17)
  - Action j. Substitutes (Enc. 18)
12. BOARD OF COOPERATIVE EDUCATIONAL SERVICES
- Action a. Request for Approval to Attend Conference/Workshop (Enc. 19)
  - Action b. Unused Snow Day Resolution (Enc. 20)
  - Action c. CVES Report Card (Enc. 21)
13. NEW BUSINESS
- No Action a. None this month
14. STRATEGIC PLAN UPDATE – Dr. Mark C. Davey
- No Action 15. SUPERINTENDENT’S UPDATE – Dr. Mark C. Davey
- No Action 16. OTHER
- No Action 17. NEXT BOARD MEETING  
Wednesday, May 9, 2018, at the Yandon-Dillon Center in Mineville – Proposed Executive Session at 6:30 p.m. – Meeting at 7:30 p.m.
- No Action 18. REPORTS FROM DIRECTORS (Enc. 22)
- Action 19. ADJOURNMENT

## **MOTIONS TO ENTER INTO EXECUTIVE SESSION**

1. A MATTER WHICH WILL IMPERIL THE PUBLIC SAFETY IF DISCLOSED
2. A MATTER WHICH MAY DISCLOSE THE IDENTITY OF A LAW ENFORCEMENT AGENT OR INFORMER
3. A MATTER OF INFORMATION RELATING TO A CURRENT OR FUTURE INVESTIGATION OR PROSECUTION OF A CRIMINAL OFFENSE WHICH WOULD IMPERIL EFFECTIVE LAW ENFORCEMENT IF DISCLOSED
4. A MATTER OF DISCUSSION REGARDING PROPOSED, PENDING OR CURRENT LITIGATION
5. A MATTER OF COLLECTIVE NEGOTIATIONS PURSUANT TO ARTICLE 14 OF CIVIL SERVICE LAW (THE TAYLOR LAW)
6. A MATTER OF THE MEDICAL, FINANCIAL, CREDIT OR EMPLOYMENT HISTORY OF A PARTICULAR PERSON OR CORPORATION, OR MATTERS LEADING TO THE APPOINTMENT, EMPLOYMENT, PROMOTION, DEMOTION, DISCIPLINE, SUSPENSION, DISMISSAL OR REMOVAL OF A PARTICULAR PERSON OR CORPORATION
7. A MATTER OF THE PREPARATION, GRADING OR ADMINISTRATION OF EXAMINATIONS
8. A MATTER OF THE PROPOSED ACQUISITION, SALE OR LEASE OF REAL PROPERTY OR THE PROPOSED ACQUISITION OF SECURITIES, OR SALE OR EXCHANGE OF SECURITIES HELD BY THE SCHOOL DISTRICT IF SUCH DISCUSSION PUBLICITY WOULD SUBSTANTIALLY AFFECT THE VALUE THEREOF
9. A MATTER RELATED TO A SPECIFIC STUDENT OF THE DISTRICT

## **CHAMPLAIN VALLEY EDUCATIONAL SERVICES**

### **VISION**

*TO MEET THE NEEDS AND EXPECTATIONS OF COMPONENT SCHOOLS, COMMUNITIES, AND ALL LEARNERS WHO ARE EFFECTED BY OUR SERVICES.*

### **MISSION**

*CVES, IN PARTNERSHIP WITH LOCAL SCHOOL DISTRICTS AND THEIR COMMUNITIES, THE BOARD OF REGENTS AND THE COMMISSIONER OF EDUCATION, WILL BE A LEADER IN PROVIDING QUALITY, COST-EFFECTIVE PROGRAMS AND SERVICES THAT SUPPORT SCHOOL DISTRICTS AND THEIR COMMUNITIES TO ACHIEVE HIGHER STANDARDS THROUGH ENHANCED EDUCATIONAL OPPORTUNITIES.*

### **IMPORTANT DATES**

April 11, 2018	Annual Meeting – Instructional Services Center, Plattsburgh – 6:30 p.m.
April 17, 2018	CV-TEC Open House – Plattsburgh – 6:00 p.m.
April 18, 2018	CV-TEC Open House – Mineville – 6:00 p.m.
April 26, 2018	Election of CVES Board Members and Vote on Administrative Budget
May 3, 2018	Clinton County School Boards Recognition Dinner – Rainbow Banquet Hall – 6:00 p.m.
May 9, 2018	Board Meeting – Yandon-Dillon Center, Mineville – 6:30 p.m.
May 15, 2018	NTHS Ceremony – Rainbow Banquet Hall, Altona – 7:00 p.m.
May 23, 2018	NTHS Ceremony – Moriah High School Auditorium – 7:00 p.m.
May 30, 2018	SkillsUSA Awards – Butcher Block – 6:00 p.m.
June 7, 2018	No. Country Loggers Awards Banquet – 7:00 p.m.
June 8, 2018	Special Ed Career Pathways Ceremony – SUNY Giltz Auditorium – 9:30 a.m.
June 9, 2018	HSED Graduation – Westside Ballroom – 1:00 p.m.
June 13, 2018	Board Meeting – Instructional Services Center, Plattsburgh – 6:30 p.m.
June 19, 2018	CV-TEC Graduation Ceremony – SUNY Field House – Plattsburgh – 7:00 p.m.
June 20, 2018	CV-TEC Graduation Ceremony – Moriah Central School – 7:00 p.m.

## **ENC. 1**

Recommend that the Board approve the Draft Minutes from the March 22, 2018 Board meeting. (attached)

## **ENC. 2**

Recommend that the Board approve the Certification of Warrant for March 5, 2018 to March 23, 2018. (attached)

## **ENC. 3**

Recommend that the Board approve the Treasurer's Report from February 28, 2018. (attached)

## **ENC. 4**

Recommend that the Board approve the following Donation:

1. Donation of a Rolling Job Box from Mike Ryan, with an estimated value of \$2,000.00. This donation will benefit the students of the Electrical Design Classroom.

## **ENC. 5**

Recommend that the Board approve the following Cross-Contract Budgets:

1. Recruitment Component with Frontline Education – Franklin-Essex-Hamilton BOCES budget in the amount of \$30,000 for the 2017-2018 school year, to accommodate a cross contract with FEH BOCES and Beekmantown. (Co-Ser 626 – Management Services)

2. Transportation CTE Shuttles – Washington-Saratoga-Warren-Hamilton-Essex BOCES budget in the amount of \$100 for the 2017-2018 school year, to accommodate a cross contract with WSWHE BOCES and Schroon Lake. (Co-Ser 652 – Management Services)

## **ENC. 6**

Recommend that the Board approve the following Cross Contract Budget Increase:

1. Substitute Coordination – Franklin-Essex-Hamilton BOCES budget from \$3,400 to \$22,900, for the 2017-2018 school year, to accommodate for increased service requests with FEH BOCES. (Beekmantown, Schroon Lake) (Co-Ser 618 – Management Services)

# ENC. 1

CHAMPLAIN VALLEY EDUCATIONAL SERVICES  
Board of Cooperative Educational Services  
Sole Supervisory District of Clinton, Essex,  
Warren and Washington Counties

# DRAFT

DATE: March 22, 2018  
KIND OF MEETING: Regular Board Meeting  
PLACE: Yandon-Dillon Center, Mineville, NY

Board Members Present:

Larry Barcomb  
Linda Gonyo-Horne  
Evan Glading  
Richard Harriman, Sr.  
Mark R. Henry  
Donna LaRocque  
Richard Malaney  
Ed Marin  
Thomas McCabe  
Paul Mudie  
Bruce Murdock  
Lori Saunders  
Florence Sears  
Michael St. Pierre

Board Members Absent:

Leisa Boise

District Superintendent

Dr. Mark C. Davey

Acting Board Clerk:

Dr. Hollis Palmer

Others Present:

Michele Friedman  
Reginald McDonald  
Michael Horne  
Christine Myers

MEETING  
TO ORDER

President Barcomb called the meeting to order at 6:40 p.m.

APPOINT ACTING  
BOARD CLERK

Mr. Murdock moved, seconded by Mrs. Linda Gonyo-Horne to appoint Dr. Hollis Palmer as Acting Board Clerk for this meeting. All Board Members present voted yes—motion carried.

EXECUTIVE  
SESSION

Mrs. Gonyo-Horne moved, seconded by Mr. Murdock, that the Board go into Executive Session at 6:43 p.m. for the following reasons: #3 - A matter of information relating to a current or future investigation; #5 - A matter of collective negotiations pursuant to article 14 of civil service law (the Taylor law); #6 - A matter of the medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation; #7 - A matter of the preparation, grading or administration of examinations; and #9 - A matter related to a specific student of the district. An investigation update was provided by Jacqueline Kelleher, Esq. and discussion of recommended follow-up action was discussed. Second, the Board's grievance response was discussed with consideration of possible next steps. Third, several personnel actions were reviewed including planned retirements and leaves, and an update on initial negotiations were shared. Lastly, a student disciplinary matter was reviewed. All Board Members present voted yes—motion carried.

EXECUTIVE  
SESSION  
CONTINUED

Mr. Murdock moved, seconded by Mr. Harriman Sr., to come out of Executive Session at 8:14 p.m. All Board Members present voted yes—motion carried.

OPINIONS &  
CONCERNS FROM  
THE AUDIENCE

Mrs. Michele Friedman informed the Board of two awards that will be given out by the Association of Career & Technical Education Administrators (ACTEA) at the state conference on April 12, 2018. The first award to be given to Mr. Tom Aubin, CV-TEC Welding Teacher, and the second to be given in special recognition to the CVES Marine Technology program. ACTEA is recognizing the Eastern New York Marine Trades Association for their outstanding work as a business partner and valuable support to CV-TEC Marine Technology program advisory group.

FACILITIES  
ADVISORY  
COMMITTEE  
UPDATE

Dr. Hollis Palmer updated the Board on the most recent Facilities Advisory Committee (FAC) meeting held on March 7, 2018. Both the Financial Advisors and Construction Managers have been chosen and recommendations for their appointment is on the evening's agenda. Dr. Davey shared an updated "anticipated" Capital Project scope outline and the schedule of the year's remaining FAC meetings were highlighted. Next, Dr. Palmer explained potential Capital Project voting timelines as voting machines will need to be secured through the County's Board of Elections and by NYS law, the voting machines must be locked for 30 days prior to and after the November election. A potential Capital Project referendum date was shared for the second week of December 2018 if the BOCES Board approves Capital Project recommendations in the future. Lastly, during the meeting scheduled for April 11, 2018, the Financial Advisors for the proposed Capital Project will present "how to finance a BOCES Capital Project". A similar presentation will be shared with the Chief School Officers and School Business Officials the next day, on April 12, 2018, at the monthly CSO meeting.

PREVIOUS  
MINUTES

Mr. Murdock moved, seconded by Mr. Henry that the Board approve the minutes of the February 14, 2018 Regular Board meeting as presented. All Board Members present voted yes—motion carried.

CONSENT  
AGENDA  
FINANCIAL

Mrs. Gonyo-Horne moved, seconded by Mrs. LaRocque, to approve the following consent agenda Financial items 7a– 7f as presented. All Board Members present voted yes—motion carried.

CERTIFICATION  
OF WARRANT

(7a) Certification of Warrant for February 1, 2018 to March 2, 2018, be accepted as presented.

TREASURER'S  
REPORT

(7b) Approve the Treasurer's Report from January 31, 2018.

DONATION

(7c) Approve the following Donation:

1. For Our Student Stipend Fund:

Pepsi (Jan 2018)	\$76.93
Pepsi (Feb 2018)	\$96.30
United Way (Feb 2018)	<u>\$31.86</u>

TOTAL - \$205.09

CONTRACTOR/  
CONSULTANT  
AGREEMENT

(7d) Approve the following Contractor Consultant Agreement:

1. Agreement between Clinton-Essex-Warren-Washington BOCES and Top 20 Training for the purpose of obtaining Professional Development sessions for staff and students at Keene Central School on March 26 and March 27, 2018. The total expenditure shall not exceed \$10,500. (ISC)

TRANSPORTATION  
AGREEMENT  
RENEWALS

(7e) Approve the following Transportation Agreement Renewals:

1. Renewal Agreement between Clinton-Essex-Warren-Washington BOCES and Northeastern Clinton Central School District, to provide certain transportation services for students in CV-TEC programs for the period of September 1, 2017 through June 30, 2018 at a current estimated cost of \$23,000. (CV-TEC)

2. Renewal Agreement between Clinton-Essex-Warren-Washington BOCES and AuSable Valley Central School District, to provide certain transportation services for students in CV-TEC programs for the period of September 1, 2017 through June 30, 2018 at a current estimated cost of \$17,000. (CV-TEC)

INTERNAL AUDIT  
REQUIREMENT  
EXEMPTION

(7f) Approve the following Resolution:

WHEREAS a mandate relief measure was enacted by New York State to exempt school districts from the requirement to maintain an internal audit function; and  
WHEREAS Education Law Section 2116-B was amended to include language relative to this exemption; and

WHEREAS the New York State Education Department Office of Educational Management Services provided guidance indicating that BOCES can also partake in this exemption and created a Certification Form for BOCES to use in order to illustrate eligibility, and has indicated that this exemption applies to the 2018-19 school fiscal year; and

WHEREAS Clinton-Essex-Warren-Washington BOCES qualifies for this exemption for fiscal year 2018-19 based on completion of this form as prescribed by NYSED; and  
WHEREAS the Audit Committee of the Clinton-Essex-Warren-Washington BOCES recommends the BOCES adopt this mandate relief measure and not conduct an internal audit for the 2018-19 school year; therefore



INTERNAL AUDIT  
REQUIREMENT  
EXEMPTION  
CONTINUED

BE IT RESOLVED that the Clinton-Essex-Warren-Washington BOCES shall adopt the mandate relief measure and not conduct an internal audit for the 2018-19 school year.

OLD BUSINESS

Audit Committee Meeting minutes of the December 13, 2017 meeting were shared with the Board.

CONSENT  
AGENDA  
PERSONNEL

Mrs. Gonyo-Horne moved, seconded by Mrs. LaRocque, to approve the following Consent Agenda Personnel items 9a – 9h as presented. All Board Members present voted yes—motion carried.

RESIGNATIONS  
FOR THE  
PURPOSE OF  
RETIREMENT  
PROVOST,  
KINGSLOVER,  
THIBODEAU

(9a) Accept the following letters of Resignation for the Purpose of Retirement:

1. Carolyn Provost, Teacher Aide/Student Aide, effective June 30, 2018 (eligible for health insurance in retirement).
2. Deborah Kingslover, Teacher Aide/Student Aide, effective June 30, 2018 (eligible for health insurance in retirement).
3. Donald Thibodeau, Building Maintenance Mechanic 51% and Heating & Ventilating Mechanic 49%, effective September 4, 2018 (eligible for health insurance in retirement).

RESIGNATION  
KELSH

(9b) Accept the following letter of Resignation:

1. Kari Kelsh, Account Clerk/Typist, effective March 15, 2018.

LEAVES OF  
ABSENCE  
STOFFEL,  
STRONG,  
BENWAY

(9c) Leaves of Absence:

1. Rhona Stoffel, unpaid leave of absence, effective March 23, 2018 - June 30, 2018.
2. Nichole Strong, unpaid leave of absence, effective February 23, 2018 (approximately 12 weeks).
3. Chelsea Benway, Teaching Assistant, leave of absence (for a Long-term Sub Teacher Position), March 23, 2018 – June 30, 2018.

PERMANENT  
APPOINTMENT  
GEOFFROY,  
LAPIER, WOODS

(9d) Grant Permanent Appointments (Civil Service) to the following people:

1. Paulina Geoffroy, Teacher Aide/Student Aide, effective April 6, 2018.
2. Cassie LaPier, Teacher Aide/Student Aide, effective April 6, 2018.
3. Chester Woods, Teacher Aide/Student Aide, effective April 6, 2018.

TEMPORARY APPOINTMENTS  
BENWAY,  
SCOVILLE-  
UPHAM, THORNE

(9e) Appoint the following person(s) to a Temporary Appointment as follows:

1. Chelsea Benway, Special Education Teacher (uncertified), Effective Date March 23, 2018 - June 30, 2018, Annualized Base Salary \$42,894.00 - \$6,500.00 = \$36, 394 (uncertified), Prorated Salary \$12,010.02 (2017-2018).
2. Douglas Scoville-Upham, Special Education Teacher, Effective April 16, 2018- June 30, 2018, Annualized Base Salary \$42,894 (2017-2018) (Uncertified Special Education; Certified in Childhood Education Grades 1-6), Prorated Salary \$9,865.62 (2017-2018).
3. Kayla Thorne, Special Education Teacher (uncertified), Effective Date April 9, 2018- June 30, 2018), Annualized Base Salary \$42,894.00 - \$6,500.00 = \$36,394 (uncertified), Prorated Salary \$10,918.20 (2017-2018).

2017/18  
ADDITIONAL  
WORK

(9f) Approve the following additional work for the 2017/18 school year:

<u>Name</u>	<u>Reason</u>	<u>Rate</u>
Dean Delano	P-TECH Coverage (not to exceed 2 hours)	Hourly rate of pay
Kim Denton	P-TECH Coverage (not to exceed 2 hours)	Hourly rate of pay
Tedi Politano	IEP Requirements (not to exceed 10 hours)	Hourly rate of pay
Erin Burke	IEP Requirements (not to exceed 22.5 hours)	Hourly rate of pay

FACILITATOR

(9g) Approve the following Facilitator through June 30, 2018:

Facilitator (\$30.00/hour)  
Kerry Mero

SUBSTITUTES

(9h) Approve the following list of substitutes:

<u>Name</u>	<u>Position</u>	<u>Salary</u>	<u>Location</u>
Chad Davis	Sub Teacher	\$100.00/day	CV-TEC
Cynthia Ford-Johnson	Sub Administrator	\$450.00/Day	CVES

AMENDMENT TO  
EMPLOYMENT  
AGREEMENT  
DAVEY

Mr. Murdock moved, seconded by Mrs. LaRocque, upon advice and approval of Counsel, that the Board approve the following resolution:

1. BE IT RESOLVED, that the employment agreement for the District Superintendent approved at the August 23, 2017 CVES Board meeting, be amended so that the language for Life and Disability Insurance is deleted and replaced, and that these changes conform with the benefits provided in the Agreement to legal requirements be included. All Board Members present voted yes—motion carried.

**CONSTRUCTION  
MANAGER  
AGREEMENT**

Mr. Murdock moved, seconded by Mrs. LaRocque, that the Board accept the proposal submitted by Sano-Rubin Construction Services of Albany NY and AES Northeast, PLLC of Plattsburgh, NY for construction management and advisory services for the anticipated Capital Project. Services will initiate as pre-referendum construction services commencing in March of 2018. Following a successful referendum vote in the latter half of 2018, pre-construction, bidding, construction management, and construction closeout services will follow. Dal Valenti of Sano-Rubin will be the assigned Project Manager for BOCES for the duration of the project. Estimated service fees and timelines are as follows and may vary dependent upon the actual progression of the project and BOCES construction management needs:

Pre-Referendum Services (April 2018 – October 2018): \$16,422; Pre-Construction, Bidding, Construction Management and Close-Out Services (November 2018 – December 2021): \$964,578; Extended Phase, If Necessary (January 2022 to October 2022): \$445,500. Be it further recommended that the CVES Board President be granted authority to enter into a pre-referendum agreement, letters of agreement, and AIA contract agreements contingent upon CVES' attorney approval.

Note: Four additional Construction Management Services submitted proposals: Construction Associates LLC of Baldwinsville NY, Schoolhouse Construction Services LLC of Delhi NY, BCA Construction Managers of Watertown, Ithaca, and Syracuse NY, and C&S Companies of Syracuse NY. All Board Members present voted yes—motion carried.

**FINANCE  
MANAGER  
AGREEMENT**

Mr. Murdock moved, seconded by Mrs. Gonyo-Horne, that the Board accept the proposal submitted by Fiscal Advisors & Marketing, Inc. of Syracuse, NY for financial advisory services for the anticipated Capital Project, including pre-referendum and post-referendum financial services. Services shall be available to BOCES and BOCES component districts at a rate of \$125 per hour, all-inclusive, and will adjust annually in accordance with Consumer Pricing Index (CPI) changes. Bonding services and bonding representation will also be available as needed under a separate rate structure. Be it further recommended that the CVES Board President be granted authority to enter into contracts and/or letters of agreement contingent upon CVES' attorney approval.

Note: One additional Financial Advisory Service submitted a proposal: Bernard P. Donegan, Inc. of Victor, NY. All Board Members present voted yes—motion carried.

**STRATEGIC PLAN  
UPDATE**

Dr. Davey informed the Board of the recent Divisional Planning Team (DPT) meeting on March 20<sup>th</sup> where District-wide and Divisional updates were given and the 2017-18 annual survey was updated. The DPT also discussed the upcoming Annual Strategic Plan Online Survey that will be administered to all staff April 9<sup>th</sup> – April 20<sup>th</sup>.

SUPERINTENDENT'S  
UPDATE

Dr. Davey shared with the Board the 2018-19 NYS Budget updates and information regarding the Rural Schools Association. Next, he informed the Board on the most recent updates to both the Assistant Superintendent of Management Services (ASMS) Search and the Health Insurance Consortium 2018-19 budget increase approved at the March meeting. Third, Dr. Davey updated the Board on ADK P-TECH program's recent leadership discussions and shared a handout showing the districts' zero net cost of tuition after the following year's state aid and grant reimbursement. Next, the Board was reminded of the six vacant seats that will be up for election on April 26, 2018. Finally, Dr. Davey updated the Board on his most recent component visits as well as indicated the upcoming schedule of component districts to visit.

OTHER

Linda Gonyo-Horne reminded everyone that she can still provide flags for free through Woodman of the World / WoodmanLife if there is any interest. She also discussed the opportunities available for anyone interested in volunteering to be on the Rural Schools Association Board. Mrs. Gonyo-Horne gave kudos to all involved with the recent spelling bee and informed the Board that it was excellent. The Board also discussed attendance at the upcoming 99th Annual NYSSBA Convention & Education Expo in New York City, October 25-27.

NEXT BOARD  
MEETING

The next Board Meeting will be held on Wednesday, April 11, 2018, at the Instructional Services Center in Plattsburgh, a Proposed Executive Session will begin at 6:30 p.m., with the Annual Meeting beginning at 7:30 p.m. and the regular monthly meeting to follow.

ADJOURNMENT

Mr. Murdock moved, seconded by Mrs. Gonyo-Horne, to adjourn the meeting at 9:18 p.m. All Board Members present voted yes—motion carried.

Dr. Hollis L. ... Acting Board Clerk  
**DRAFT**

## ENC. 2

### MEMO

To: Meaghan Rabideau, BOCES Board Clerk  
Clinton-Essex-Warren-Washington BOCES  
From: Angela Jennette, Claims Auditor  
Date: March 26, 2018  
Re: Report for Board Agenda for April 11, 2018 Meeting

The following warrant claims were reviewed from March 5, 2018 to March 23, 2018:

<u>Warrant No. &amp; Date</u>	<u>Check Information</u>	<u>Gross Total Amount</u>
-------------------------------	--------------------------	---------------------------

\*\*

W #37 - 03/08/2018 *Check Nos: 217820-217960		\$ 827,314.87
W #38 - 03/15/2018 *Check Nos: 217961-218165**		\$ 158,557.17
W #39 - 03/22/2018 *Check Nos: 218167-218237		\$ 760,967.44

\*Note Includes electronic wire transaction transfers for CVES Disbursements as listed below:

**IRS-EFTPS:** PR #19- Wire #941-031518- Warrant #39;

**NYS Promptax:** PR #18- Wire #NYS-022818- Warrant #37;  
PR #19- Wire #NYS-031518- Warrant #39;

**NYS Sales Tax:** ST100FEB18- Warrant #38;

**Omni Financial Group:** PR#19- Wire #OMN-031518- Warrant #38;

**NYS Office of Comptroller ERS Retirement & Loans:** PR#17&18-Wire #ERS-FEB18- Warrant #37;

**Health Insurance Consortium Payments:**

Wire #3/8/18	\$ 1,640,906.76
Wire #3/15/18	\$ 1,738,043.98
Wire #3/22/18	\$ 1,666,144.75

**\*\*A sequence of all checks including payroll has be verified.**

Internal Claims Auditor

(Signature) \_\_\_\_\_

*Angela Jennette*

CC: Hollis Palmer  
Christine Myers

<u>Date</u>	<u>Warrant</u>	<u>Vendor #</u>	<u>Claim Audit Finding:</u>	<u>Summary Business Office Response :</u>	<u>Resolution/Options:</u>
03/07/18	Pending W#37	7223	Service before Purchase Order was requested.	Will be added to annual renewal list so it will be in place from here forward.	Approved for final warrant.
03/07/18	Pending W#37	13460	Per Wellness Policy items not allowed; Gum, Candy	Under review of Administrative team.	Approved for final warrant.
03/07/18	Pending W#37	2228	NYS Taxes charged.	Will verify charges taxes and surcharges.	Removed from final warrant.
03/07/18	Pending W#37	12861	Outdated form used for travel claim.	Will notify employee.	Approved for final warrant.
<b>03/18/18</b>	<b>Final W#37</b>				<b>\$827,314.87</b>
03/14/18	Pending W#38	15698	Missing "Ok to Pay".	Will obtain.	Removed from final warrant.
03/14/18	Pending W#38	13400	Wellness Policy: items in question-Pringles, Gum.	Wellness policy allows these items at discretion of Management. However, Administrative procedure is being developed to identify more specific process to control provision of unhealthy type snacks to students on specials occasion or other educational purpose.	Approved for final warrant.
<b>03/15/18</b>	<b>Final W#38</b>				<b>\$158,557.17</b>
03/21/18	Pending W#39	14291	Invoice without Purchase Order in place.	Purchasing Agent addressed with staff. Will be added to annual renewal list in future.	Approved for final warrant.
03/21/18	Pending W#39	9648	Items altered without prior approval needed for increased amount.	Items were substituted for more expensive ones initially ordered. Employee spoken to by Director and Purchasing Agent.	Approved for final warrant.
<b>03/22/18</b>	<b>Final W#39</b>				<b>\$760,967.44</b>

**CLINTON-ESSEX-WARREN-WASHINGTON BOCES  
TREASURER'S REPORT -FEBRUARY 28, 2018**

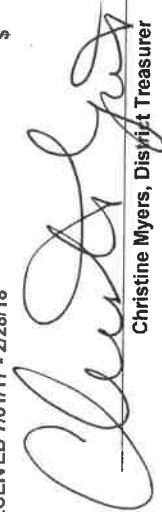
	Cash Balance		Cash Receipts		Cash Disbursements		Cash Balance	
	January 31, 2018	February	February	February	February	February	February 28, 2018	February 28, 2018
<b>i. CHECKING ACCOUNTS</b>								
<u>TD Bank - Depository</u>								
General Fund	\$ 4,063,088.41	\$ 4,749,437.52	\$ 5,295,609.51	\$ 3,516,916.42	\$ 31,009,335.58	\$ 30,208,108.56	\$ 3,516,916.42	
Special Aid Fund	\$ (203,408.42)	\$ 267,223.04	\$ 129,357.01	\$ (65,542.39)	\$ 2,017,509.40	\$ 1,585,627.70	\$ (65,542.39)	
Trust & Agency Fund	\$ 356,630.56	\$ 40,077.38	\$ -	\$ 396,707.94	\$ 466,816.43	\$ 148,062.90	\$ 396,707.94	
School Lunch Fund	\$ (32,834.14)	\$ 4,071.25	\$ 5,452.08	\$ (34,214.97)	\$ 22,929.05	\$ 74,064.35	\$ (34,214.97)	
Capital Fund	\$ 34,000.95	\$ -	\$ -	\$ 34,000.95	\$ -	\$ 21,829.24	\$ 34,000.95	
Private Purpose Trust Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,608.87	\$ -	
<u>TD Bank - Operating</u>								
General	\$ 283,982.71	\$ 5,400,991.00	\$ 5,393,215.91	\$ 291,757.80	\$ 31,618,742.63	\$ 31,527,094.17	\$ 291,757.80	
<b>SAVINGS ACCOUNTS</b>								
<u>NYCLASS</u>								
Trust Fund Non-Expendable	\$ 11,189.01	\$ 10.96	\$ -	\$ 11,199.97	\$ 75.17	\$ -	\$ 11,199.97	
Private Purpose Trust Fund	\$ 12,265.01	\$ 11.86	\$ -	\$ 12,276.87	\$ 82.59	\$ -	\$ 12,276.87	
<b>TOTAL CASH ON HAND</b>	<b>\$ 4,524,914.09</b>			<b>\$ 4,163,102.59</b>	<b>\$ 65,135,490.85</b>	<b>\$ 63,567,395.79</b>	<b>\$ 4,163,102.59</b>	

**ii. RECONCILIATION TO BANK STATEMENTS**

	February 28, 2018	Add: Deposits in Transit	Less: Outstanding Checks	February 28, 2018
	Bank Balance			Cash Balance
TD BANK - MUNICIPAL CHECKING - OPERATING	\$ 519,731.90	\$ -	\$ (227,974.10)	\$ 291,757.80
TD BANK - MUNICIPAL CHECKING - DEPOSITORY ACCOUNT	\$ 3,847,867.95	\$ -	\$ -	\$ 3,847,867.95
NYCLASS - SAVINGS, KEITH BROADWELL SCHOLARSHIP	\$ 674.16	\$ -	\$ -	\$ 674.16
NYCLASS - SAVINGS, JONELLE MARIE BUCK SCHOLARSHIP	\$ 672.79	\$ -	\$ -	\$ 672.79
NYCLASS - SAVINGS, JWH SCHOLARSHIP	\$ 11,199.97	\$ -	\$ -	\$ 11,199.97
NYCLASS - SAVINGS, SPELLING BEE SCHOLARSHIP	\$ 413.18	\$ -	\$ -	\$ 413.18
NYCLASS - SAVINGS, CV-TEC ALLIED HEALTH SCHOLARSHIP	\$ 10,516.74	\$ -	\$ -	\$ 10,516.74
<b>TOTAL CASH ON HAND</b>	<b>\$ 4,163,102.59</b>	<b>\$ 7,608.94</b>	<b>\$ -</b>	<b>\$ 4,163,102.59</b>

GENERAL FUND INTEREST RECEIVED 7/01/17 - 2/28/18 \$ 7,608.94

PREPARED BY:



Christine Myers, District Treasurer


DATED:

3/14/18

CLINTON-ESSEX-WARREN-WASHINGTON BOCES  
 EXTRACLASSROOM ACTIVITY FUND  
TREASURER'S REPORT

FOR THE PERIOD 02/01/2018 TO 02/28/2018

TITLE OF ACCOUNT	BAL. ON HAND BEG. OF YEAR	BAL. ON HAND BEG. OF MONTH	RECEIPTS FOR MONTH	TOTAL FOR MONTH	TOTAL EXPEND. FOR MONTH	BALANCE ON HAND
SKILLS USA - PLATTSBURGH	2,435.67	6,421.84	0.00	6,421.84	244.40	6,177.44
SKILLS USA - MINEVILLE	154.63	673.92	403.01	1,076.93	73.84	1,003.09
NO. COUNTRY LOGGERS	591.32	608.58	0.00	608.58	0.00	608.58
IMAGE MAKERS	2,324.21	2,024.21	0.00	2,024.21	0.00	2,024.21
REFLECTIONS	309.89	1,062.43	0.00	1,062.43	0.00	1,062.43
LPN CLASS	1,237.64	2,452.66	0.00	2,452.66	0.00	2,452.66
ANIMAL SCIENCE	553.27	553.30	0.00	553.30	0.00	553.30
RAZOR'S EDGE	207.47	699.26	0.00	699.26	0.00	699.26
PAWS IN TRAINING	0.03	0.00	0.00	0.00	0.00	0.00
ALLIED HEALTH	0.00	0.00	0.00	0.00	0.00	0.00
SALES TAX	46.07	382.70	32.24	414.94		414.94
<b>TOTAL</b>	<b>7,860.20</b>	<b>14,878.90</b>	<b>435.25</b>	<b>15,314.15</b>	<b>318.24</b>	<b>14,995.91</b>

  
 CHRISTINE MYERS, DISTRICT TREASURER

3/9/18  
 DATE

02/28/2018 Bank Balance \$ 14,995.91  
 Add: Deposits in Transit -  
 Less: Outstanding Checks -  
 02/28/2018 Balance on Hand \$ 14,995.91



## **ENC. 7**

Recommend that the Board approve the following Communication Site Contract:

1. Contract between Clinton-Essex-Warren-Washington BOCES and Wendland Communications, LLC for the purpose of leasing telecommunications space in the Town of Monkton, Vermont for a period of three years beginning April 1, 2018 and ending March 31, 2021. Commencing with the initial contract term of April 1, 2018 through March 31, 2019 the rent shall be \$4,600. For the second and third contract term the base rent shall remain the same, with Consumer Price Index (CPI) increases allowed. (ISC) (attached)

## **ENC. 8**

Recommend that the Board appoint West & Company, CPAs, PC, of Gloversville, NY, as the CEWW BOCES Independent Auditor for the 2017-18 audits (to be conducted during the 2018-19 school year) and approve the engagement letter (attached). The fee for the 2017-18 audit is \$16,500.

## **ENC. 9**

Recommend that the Board accept the following letter of resignation:

1. April Fessette, Typist, effective April 6, 2018.

## **ENC. 10**

Leave of Absence

1. Kimberly Crompt-Testo, unpaid leave of absence, effective March 13, 2018 – May 29, 2018.

## **ENC. 11**

Recommend that the Board Terminate the following person in accordance with Civil Service Law:

Name: Thomas Patrie

Position: Teacher Aide/ Student Aide (WAF)

Effective Date: February 20, 2018

**WENDLAND COMMUNICATION SITE CONTRACT**  
(Tower and Building Space)

**ENC. 7**

This Contract agreement is made by and between the OWNERS and the DISTRICT hereinafter named, effective as of April 1, 2018 (the "Commencement Date") and terminating on March 31, 2021

Definitions

**OWNERS:** WENDLAND COMMUNICATIONS, LLC. of PO Box 14,682 Wendland Road, Monkton, Vermont 05469-0014.

**DISTRICT:** Clinton-Essex-Warren-Washington Board of Cooperative Educational Services, a municipal supervisory district located At 518 Rugar Street, P.O. Box 455, Plattsburgh, NY 12901-0455

**Tower:** OWNERS's Tower No. 2.  
**YOU ARE PART OF A MULTI-COUPLING SYSTEM.**  
**STANDBY POWER IS PROVIDED AT THIS LOCATION.**

Cubic footage of leased space in the building owned by the Owner and associated with the Tower, being non-heated, non-air conditioned metal building at the base of the Tower. 7.25 Cubic feet.

**Initial Term:** Three (3) years from the Commencement Date.

**Base Rent** (See paragraph 5) \$4,600.00 per year for the First Contract Year (the "Initial Base Rent"), adjusted annually and payable as provided in Paragraph 5.

**Commencement Date:** April 1, 2018

**Contract Year:** A full year of 365 or 366 consecutive days, as applicable, beginning on an anniversary of the Commencement Date.

**First Contract Year:** The full year of 365 or 366 days, as applicable, beginning on the Commencement Date.

**Initial Consumer Price Index** (See paragraph 5): 247.867

**Initial Estimated Electrical Cost** (see Paragraph 6): \$No Charge per month.

**1. The Communication Site.**

OWNERS owns certain land located in the Town of Monkton, Addison County, Vermont by virtue of a Warranty Deed from Donald D. Clark, Allen P. Clark and Forrest S. Rose, dated November 20, 1967, and of record in the Town of Monkton Land Records in Book 27 at pages 354-355. OWNERS and its tenants have developed the northeasterly portion of that Land as a "Communications Site" by the erection of several towers and antennae and related structures and equipment used for communication and other commercial purposes. Access to the Communications Site is provided over a driveway that runs from Boro Hill Road to a location near OWNERS's house with a roadway extension from there to the Communications Site. Reference to a recorded general site plan is included in Exhibit A.

**2. Leased Property.**

OWNERS agrees to lease to DISTRICT and DISTRICT agrees to lease from OWNERS, under the provisions of this Contract

(a) space on the Tower for the installation, maintenance and operation of the communications antenna or antennae and appurtenances described on Exhibit B attached hereto, and such replacements thereof as are permitted under this Contract.

(b) a space in the building, to be designated by Owner, of the cubic footage set forth in the Definitions Section above for the installation, maintenance and operation of radio communications equipment and appurtenances, all as described on Exhibit B.

(c) a right in common with OWNERS and OWNERS's tenants and assigns (a) to install, maintain and operate appropriate transmission lines between the Building and DISTRICT's antennas mounted on the Tower; (b) to use the aforesaid driveway and roadway extension for access, ingress and egress, on foot or by motor vehicle, including trucks, 7 days a week, twenty-four hours a day, between the leased property and Boro Hill Road; (c) to

install, maintain and operate electric wires, cables, conduits and pipes in a mutually acceptable location to connect to OWNERS's electrical transformer panel in the Communications Site; and (d) to install, maintain and operate telecommunications wires, cables, conduits, pipes and appurtenances in a mutually acceptable location, to connect to the nearest convenient junction with telecommunications providers.

3. Use of Leased Property.

The sole authorized use of the leased property is for construction, installation, maintenance and operation of a communications facility and uses incident thereto and all necessary connecting appurtenances. DISTRICT shall at all times comply with the Communication Site Rules and Regulations attached hereto as Exhibit C.

4. Term; Right to Renew or Extend the Term.

The term of this Contract shall be the Initial Term, unless renewed or extended as provided on Exhibit D. If there is no Exhibit D attached hereto then the DISTRICT shall have no right to extend the Initial Term of this Contract. Except as set forth in Exhibit D any Renewal Term shall be upon all of the terms and conditions of this Contract, except no further renewals or extensions of this Contract shall be permitted. As a condition precedent to the DISTRICT's exercise of any right of renewal provided by Exhibit D, the DISTRICT shall have paid all of the Base Rent and other sums payable under this Contract in a timely manner and shall have kept and performed all of the terms and covenants of this Contract to be kept and performed by the DISTRICT throughout the entire term of this Contract preceding the Renewal Term.

5. Base Rent.

(a) DISTRICT shall pay OWNERS the Base Rent in advance on the first day of each month. The obligation to pay Base Rent will begin immediately upon the Commencement Date.

(b) The Base Rent for each Contract Year after the First Contract Year shall be adjusted by a formula as follows:

Monthly Base Rent -  $IBR \times (C CPI / I CPI)$

Definitions: IBR is the Initial Base Rent.

CPI is the current Consumer Price Index for the month which is three (3) months immediately preceding the month in which the new Contract Year commences.

I CPI is the Initial Consumer Price Index for the month which is three (3) months immediately preceding the Commencement Date.

"Consumer Price Index" shall mean the Consumer Price Index published by the Bureau of Labor Statistics of the United States Department of Labor for All Items, All Urban Consumers (CPI-U) or shall mean the successor thereto. In the event the Consumer Price Index is converted to a different standard reference base or otherwise revised, the determination of Renewal Base Rent for the Renewal Term shall be made with the use of such conversion factor, formula or table for converting the Consumer Price Index as may be published by the Bureau of Labor Statistics, or if the Bureau should fail to publish the same, then with the use of such conversion factor, formula or table for converting the Consumer Price Index as may be published by Prentice Hall, Inc., or any other nationally recognized publisher or similar statistical information. If the Consumer Price Index ceases to be published and there is no successor thereto, such other index as OWNERS and DISTRICT may agree upon shall be substituted for the Consumer Price Index, and if they are unable to agree, then such matter shall be resolved pursuant to Paragraph 33.

(c) DISTRICT agrees to pay interest on any Base Rent or other sum of money payable by DISTRICT to OWNERS under this Contract that is more than fifteen (15) days past due, at the rate of eighteen percent (18%) per annum, compounded annually, and due immediately as it accrues. Any sum of money payable by DISTRICT to OWNERS under this Contract shall be paid in lawful money of the United States and shall be paid to OWNERS at its address stated above or such other place as the OWNERS may designate by written notice to DISTRICT.

(d) The obligation of DISTRICT to pay the Base Rent and any other sums payable to OWNERS under this Contract shall be absolute and unconditional under any and all circumstances, without notice or demand and without abatement, deduction or set off except as expressly provided in this Contract.

6. Electricity.

OWNERS shall make available at a transformer at the Communication Site 120/240 volt 60 hertz single phase A.C. commercial electricity supplied by Green Mountain Power Corporation as is needed for the normal operation of DISTRICT's permitted equipment. DISTRICT, at DISTRICT's expense, will install and properly maintain a separate electric meter for the measurement of electricity used by DISTRICT. Green Mountain Power Corporation shall bill OWNERS, and OWNERS agrees to pay for all electricity used by all occupants of the Communication Site. DISTRICT shall reimburse OWNERS for the electricity DISTRICT uses. Throughout the term of this Contract OWNERS shall provide DISTRICT from time to time with reasonable estimates of anticipated monthly electric charges, which DISTRICT shall pay on a monthly basis in advance on the first day of each month as additional rent, as a credit on account for the cost of DISTRICT's electricity usage. The parties agree that the monthly estimate for the first six months of the initial term shall be the Initial Estimated Electrical Cost set out in the Definitions section above. Annually the parties shall reconcile the estimate payments and DISTRICT's actual electric charges. DISTRICT shall pay OWNERS as additional rent any additions sums due within ten (10) days of demand therefore. In the event DISTRICT's estimated payments exceed its actual charges, OWNERS shall credit such excess to DISTRICT's estimated payments next coming due, except that OWNERS shall refund to DISTRICT any excess payments upon final reconciliation of the charges after expiration or termination of the Contract. OWNERS shall not be responsible for or liable to DISTRICT for any loss or damage resulting from any interruption in the supply of electricity unless such interruption is caused by the willful misconduct or active gross negligence of OWNERS. Without limiting the effect of the preceding sentence, OWNERS agrees to take all reasonable steps to remedy any interruption in electrical service attributable to OWNERS.

7. Taxes.

OWNERS shall be solely liable for and shall pay when due all real estate, personal property and machinery and equipment taxes assessed on real estate, on personal property and machinery owned by OWNERS. DISTRICT shall be solely liable for and shall pay when due all such taxes assessed on all real and personal property owned by DISTRICT. In addition, DISTRICT shall pay for any documented increase in ad valorem real estate taxes levied against the Land which are directly or indirectly attributable to the improvements constructed by DISTRICT, its sublicensees or sublessees and are not separately levied or assessed by the taxing authorities against DISTRICT or the improvements of DISTRICT including, for example and

not by the way of limitations, any tax assessed against the Owner based on the value of this Contract.

8. Indernity.

The DISTRICT hereby assumes all risk and responsibility for and agrees to pay for, and to indemnify and save harmless and defend the OWNERS, from and against any and all claims, demands, suits, actions, recoveries, judgments, losses, damages, liabilities, costs, attorneys' fees, and any and all expenses which are suffered or incurred by OWNERS as a result of DISTRICT's breach of this Contract or use of the leased property, or which are attributable to the loss of life, property or injury or damage to the person or property of any person or persons whomsoever, whether such person(s) are killed, injured or otherwise damaged or harmed by the DISTRICT, DISTRICT's agents or employees or persons otherwise connected with DISTRICT, or the OWNERS, OWNERS's agents or employees or persons otherwise connected with OWNERS, or any third person in no way connected with DISTRICT or OWNERS, which loss of life or property, or injury or damage to persons or property, shall be due to or arise out of, result from, or be in any way connected with this Lease or any work done on or use of the leased property by virtue of DISTRICT's occupation or use of the leased property.

9. Insurance.

The DISTRICT shall procure and at all times maintain comprehensive public liability and all-risk property damage insurance, (i.e. so-called bodily injury, personal injury, property damage liability, etc. coverage) with an insurance company licensed to do such business in the State of Vermont, covering all of DISTRICT's use of and operations and activities on or in connection with the leased property with a single available and unused limit of not less than Two Million Dollars (\$2,000,000.00) naming OWNERS as an additional insured. The DISTRICT shall procure and/or cause any independent contractor of DISTRICT to procure, and at all times maintain, worker's compensation insurance with an insurance company licensed to do business in the State of Vermont, for employees of the DISTRICT and DISTRICT's contractors and sub-contractors, when work is performed on the OWNERS's Communication Site.

DISTRICT shall keep OWNERS furnished with a certificate(s) evidencing the most current such insurance and stating that such coverage shall not be canceled or changed until the insurance company gives the OWNERS at least forty-five (45) days prior written notice thereof.

Under no circumstances whatsoever shall OWNERS be responsible for damage to or loss of DISTRICT's improvements or equipment. DISTRICT shall maintain any insurance it deems appropriate to protect DISTRICT.

10. Repair of Tower or Building.

In the event of damage to or the partial or total destruction (including but not limited to collapse) of the Tower or the Building, the OWNERS shall repair and/or replace the Tower or Building as soon as is reasonably possible given the extent of the destruction, weather conditions, etc. If such damage or destruction was caused by or was a result of the DISTRICT's use of the leased property, DISTRICT's breach of this Contract or DISTRICT's wrongful misconduct or negligence, then the DISTRICT shall be responsible for and agrees to immediately reimburse the OWNERS for all damages and losses suffered by OWNERS as a result thereof including but not limited to any sums which OWNERS may be obligated to pay other tenants and users of the Communication Site on account thereof, and the period of time within which OWNERS has to repair or replace the Tower or Building shall be automatically extended by a period of time equal to that period of time

between such damage or destruction and full payment by DISTRICT to OWNERS of the entire cost to repair or replace the Tower and other damaged property.

If the Tower or Building is in need of reconstruction, replacement or repair that cannot reasonably be undertaken without dismantling an antenna or disconnecting and/or moving equipment of DISTRICT, then OWNERS may remove any such antenna or disconnect and/or move any such equipment and interrupt DISTRICT's operations, thereafter replacing any such antenna or restoring any such equipment as soon as reasonably possible. If the need for such reconstruction, replacement or repair was not caused by and was not a result of the DISTRICT's use of the leased property, DISTRICT's breach of this Contract or DISTRICT's wrongful misconduct or negligence, DISTRICT shall be entitled to a pro rata refund of its Base Rent for such time as DISTRICT is unable to conduct DISTRICT's normal operations as a result of such total or partial destruction damage or need of repair. Under no circumstances shall OWNERS be liable for any financial loss sustained by DISTRICT due to business interruption.

11. [NOT USED.]

12. Alterations and Improvements.

DISTRICT shall not make any alteration, addition, or improvement to the leased property other than those described in this Contract without the prior written consent of the OWNERS, which may be withheld or conditioned by the OWNERS in its sole discretion. The DISTRICT may not place on the leased property any sign or advertising matter of any kind without obtaining the prior written approval of the OWNERS, which may be withheld in the OWNERS's sole discretion.

13. OWNERS's Right to Perform DISTRICT's Obligations.

If the DISTRICT is in default of any provision of this Contract, other than the provisions requiring the payment of Base Rent or other sums due OWNERS from DISTRICT, and if the DISTRICT shall fail to cure such default within fifteen (15) days after the receipt of written notice from OWNERS, then the OWNERS may (but shall not be required to) cure such default for the account of the DISTRICT, and any sums reasonably expended by the OWNERS in connection therewith shall be deemed to be additional rent and payable with the Base Rent payment which shall next become due.

14. Waiver of Subrogation.

Each of OWNERS and DISTRICT hereby releases the other from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for any loss or damage to the leased property or to DISTRICT's improvements and equipment paid by property insurance, even if such loss or damage shall have been caused by the fault or negligence of the other party or anyone for whom such party shall be responsible; provided, however, that this release shall be applicable and in force and effect only in respect to loss or damage occurring during such time as the releasor's policies

shall contain a clause or endorsement to the effect that any such release shall not adversely affect or impair said policies or prejudice the right of the releasor to recover thereunder. OWNERS and DISTRICT agree that each will request its insurance carrier to include in its policy such a clause or endorsement. If extra costs shall be charged therefore, each party shall advise the other thereof and the other party, at its election, may pay the same, but shall not be obligated to do so; provided, however, if the other party does not pay such extra cost then the first party need not include in its policy such a clause or endorsement.

#### 15. DISTRICT's Property.

(a) The OWNERS, its agents, contractors, servants or employees, shall not be liable for any damage to property of the DISTRICT or of others located on the leased property or entrusted to its employees nor for the loss of any such property by theft or otherwise. OWNERS, its agents, contractors, servants or employees shall not be liable for any injury or damage to persons or property resulting from fire; explosion; falling plaster; steam; gas; electricity; wind; water, rain, snow or ice which may leak into the leased property from pipes, appliances or plumbing systems or from the street or from any other place; or from dampness or from any other cause whatsoever, unless caused by or due to the willful or grossly negligent act or omission of the OWNERS or its agents, contractors, servants or employees. All property of the DISTRICT or of others kept or stored on the leased property shall be so kept or stored at the risk of the DISTRICT only and the DISTRICT shall hold the OWNERS harmless from any claims arising out of any damage to the same.

(b) If the DISTRICT vacates or abandons the leased property in violation of this Contract, any property that the DISTRICT leaves on the leased property shall be deemed to have been abandoned and may either be retained by the OWNERS as its own property or may be disposed of at public or private sale as the OWNERS sees fit. Any property of the DISTRICT sold at public or private sale or retained by the OWNERS shall have the proceeds of any such sale, or the then current fair market value of any property retained by the OWNERS as reasonably determined by the OWNERS, applied by the OWNERS against (i) any expenses of the OWNERS for removal, storage or sale of such property, (ii) any unpaid Base Rent or other amounts payable under this Contract and (iii) any damages or other amounts to which the OWNERS may be entitled under this Contract. The balance of such amounts, if any, shall be paid to the DISTRICT at the address set forth herein for notices to the DISTRICT.

(c) In addition to any statutory lien that the OWNERS may have, the DISTRICT hereby grants to OWNERS, and OWNERS shall have at all times a valid security interest to secure payment of all Base Rent and other sums of money becoming due hereunder from the DISTRICT, and to secure payment of any damages or loss which the OWNERS may suffer by reason of the breach by the DISTRICT of any covenant, agreement or condition contained herein, upon all goods, wares, equipment, fixtures, furniture, improvements, and other personal property of the DISTRICT presently, or which may hereafter be, situated on the leased property, and all proceeds there from, and such property shall not be removed without the consent of the OWNERS until all arrearages in Base Rent as well as any and all other sums of money then due to the OWNERS or to become due to the OWNERS hereunder shall first have been paid and discharged and all the covenants, agreements, and conditions hereof have been fully complied with and performed by the DISTRICT. Upon the occurrence of an event of default by the DISTRICT, the OWNERS may, in addition to any other remedies provided herein, enter upon the leased property and take possession of any and all goods, wares, equipment, fixtures, furniture, improvements and other

personal property of the DISTRICT situated on the leased property, without liability for trespass or conversion, and sell the same at public or private sale, with or without having such property at the sale, after giving the DISTRICT reasonable notice of the time and place of any public sale or of the time after which any private sale is to be made, at which sale the OWNERS or its assigns may purchase unless otherwise prohibited by law. Unless otherwise provided by law, and without intending to exclude any other manner of giving the DISTRICT reasonable notice, the requirement of reasonable notice shall be met if such notice is given in the manner prescribed in this Contract at least ten days before the time of sale. Any sale made pursuant to the provision of this Paragraph shall be deemed to have been a public sale conducted in a commercially reasonable manner if held on the leased property or where the DISTRICT's property is located after the time, place and method of sale and a general description of the types of property to be sold have been advertised in a daily newspaper published in the county in which the property is located, for any three of the eight days immediately preceding the date of the sale. The proceeds from any such disposition, less any and all expenses connected with the taking of possession, holding and selling of the property (including reasonable attorney's fees and legal expenses), shall be applied as a credit against the indebtedness secured by the security interest granted in this Paragraph. Any surplus shall be paid to the DISTRICT or as otherwise required by law; the DISTRICT shall pay any deficiencies forthwith. Upon request by the OWNERS, the DISTRICT agrees to execute and deliver to the OWNERS a financing statement in form sufficient to perfect any security interest of the OWNERS in the aforementioned property and proceeds thereof under the provisions of the Uniform Commercial Code of the State of Vermont.

#### 16. Quiet Enjoyment.

OWNERS covenants and agrees with DISTRICT that upon DISTRICT paying said Base Rent and any additional rent or other sums payable under this Contract, and performing all the covenants and conditions aforesaid on DISTRICT's part to be observed and performed, DISTRICT shall and may peaceably and quietly have, hold and enjoy the leased property, for the term aforesaid, subject and subordinate, however, to any underlying mortgages now existing or hereinafter granted by the OWNER.

#### 17. Condemnation.

If at any time during the term of this Contract a substantial portion of the leased property (meaning thereby so much as shall render the leased property substantially unusable by DISTRICT, as reasonably determined by OWNERS) shall be taken by exercise of the right of condemnation or eminent domain or by agreement between OWNERS and those authorized to exercise such rights, (all such proceedings being collectively designated as a "taking in condemnation" or a "taking"), this Lease shall terminate and expire on the date of the taking and the Base Rent and other amounts payable by DISTRICT hereunder shall be apportioned and paid to the date of the taking. DISTRICT shall have no right to interpose, prosecute or collect a claim against the OWNERS in any proceedings for taking in condemnation for the loss of the value of this Lease or improvements made by the DISTRICT to the leased property; provided, however, that the DISTRICT may claim and recover from the condemning authority, but not from the OWNERS, such compensation as may be separately awarded or recoverable by the DISTRICT in DISTRICT's own right on account of any and all damage to DISTRICT's business by reason of any taking in condemnation and for and on account of any cost or loss to which DISTRICT might be put in removing DISTRICT's improvements and equipment. Except as expressly set forth in the

immediately preceding sentence, any award for the value of the land, the Tower, OWNERS's buildings and OWNERS's improvements and loss of Base Rent shall belong to the OWNERS, and DISTRICT shall not be entitled to share in any such award on account of any Leasehold interest. If the title to less than a substantial portion of the leased property shall be taken in condemnation so that the DISTRICT's business conducted on the leased property can be continued without material diminution, this Lease shall continue in full force and effect. If the taking does not amount to a substantial portion but does materially adversely affect the DISTRICT's ability to conduct DISTRICT's business on the leased property, the Base Rent from and after the date of the vesting of title in the condemnor shall be equitably adjusted by the OWNERS to reflect the diminished value of the leased property to the DISTRICT as a direct result of the condemnation. Any award for a partial taking shall be vested as set forth herein relating to total taking in condemnation.

18. Priority of Mortgages.

It is understood and expressly agreed between the parties that this Lease shall always be subject and subordinate to any present or future mortgages of OWNERS's interest in the leased property or the property of which the leased property are a part; that no further document other than this Lease shall be required to evidence such subordination; and that the DISTRICT will, upon request, execute, acknowledge and deliver to the OWNERS, as often as may be required, certificates of subordination to evidence the effect of this provision. OWNERS shall endeavor to obtain a recordable non-disturbance agreement by any such mortgagee recognizing the validity of this Lease in the event of a foreclosure of OWNERS's interest and also DISTRICT's right to remain in occupancy of and have access to the leased property so long as DISTRICT is not in default of this Lease.

19. Holdover Tenancy.

Any holding over by the DISTRICT after the expiration or termination of this Lease shall be on a day to day basis at twice the Base Rent in effect at the time of the holding over, prorated on a daily basis. The covenants and agreements contained herein shall remain in force during the period of any holding over insofar as applicable. Acceptance by OWNERS of such holdover Base Rent shall not constitute waiver of breach and shall not prejudice or waive any right of OWNERS to evict, eject or dispossess the DISTRICT. DISTRICT shall be deemed to have held over, and to be liable for the holdover, for so long after the termination or expiration of this Contract as any communications equipment belonging to DISTRICT remains on the Tower, in the Building, or otherwise on the land, until such time as DISTRICT removes such equipment or OWNER, at its option, takes possession of any such equipment pursuant to paragraph 27, below.

20. Hazardous Substances.

The DISTRICT shall not handle, process, store, release or use any hazardous substance, pollutant or contaminant (as may be defined by any present or future laws of any governmental authority or by any administrative or judicial decisions, in the Building or anywhere else on OWNERS's lands without the express written consent of the OWNERS, which may be withheld in its sole discretion. In connection with the DISTRICT's use or occupancy of the leased property, the DISTRICT shall comply in all respects with and provide all notices required by any applicable law, ordinance, regulation or ruling relating to environmental protection or the presence, use, generation, storage, release, containment or disposal of hazardous substances, pollutants or contaminants (as may be defined by any present or future laws of any governmental authority or by

any administrative or judicial decisions any such substances, pollutants or contaminants prior to expiration or termination of this Lease. The DISTRICT shall indemnify, defend and hold the OWNERS harmless from and against any and all damage, cost, loss, liability and expense (including fines, civil assessments, closing costs and reasonable attorney's fees) which may be incurred by the OWNERS by reason of, resulting from, or arising in any manner whatsoever out of the breach of the obligations of the DISTRICT contained in this Paragraph. OWNERS represents and warrants to DISTRICT that, to the best of its knowledge, no hazardous substance, pollutants or contaminant (as may be defined by any present laws of any governmental authority or by any administrative or judicial decisions) has been generated, stored or disposed of on the Premises, nor have the same been transported to or over the Premises. OWNERS shall hold DISTRICT harmless from, defend and indemnify DISTRICT against and from any damage, loss, expense or liability resulting from any breach of this representation and warranty, including, all reasonable, actual attorney's fees and costs incurred as a result thereof.

21. Recording of Lease.

This Lease shall not be recorded by or on behalf of the DISTRICT, except at the express request of the OWNERS and in the event this Lease is recorded without the permission of the OWNERS, then this Lease, at the option of the OWNERS, shall terminate and all executory rights of the DISTRICT hereunder shall cease. Either of the OWNERS or the DISTRICT may record a notice of Lease in form sufficient to give constructive notice pursuant to Vermont law and the counterparty shall execute the same upon request.

22. Waiver.

The failure of the OWNERS to insist upon strict performance of any of the terms, conditions and covenants herein, shall not be deemed a waiver of any rights or remedies that the OWNERS may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained.

23. Invalidity or Inapplicability of Clause.

If any term or provision of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

24. Successors or Assigns.

The covenants and agreements herein contained shall, subject to the provisions of this Lease bind and inure to the benefit of the OWNERS, its successors and assigns, and shall bind DISTRICT, its successors and assigns, except as otherwise specifically provided herein.

25. Default/Termination.

(a) OWNERS and DISTRICT agree (i) that if the DISTRICT is in default or breach of this Lease because a Base Rent payment or other payment due from DISTRICT to OWNERS under this Lease has not been received by OWNERS within thirty (30) days of its due date, or (ii) that if the DISTRICT is in default or breach in the performance by DISTRICT of any of the other conditions or provisions of this Lease and such default or breach still remains thirty (30) days after written notice of such default or breach was given by OWNERS to the DISTRICT (no notice of default or breach in the payment of any Base Rent or other payment being necessary), (iii) if the DISTRICT shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent, or if there shall be appointed a receiver or trustee of all or substantially all of the property of the DISTRICT, or if the DISTRICT shall make an assignment for the benefit of one or more of DISTRICT's creditors, or (iv) if the DISTRICT shall vacate or abandon the leased property, and any such condition shall continue for a period of twenty days after notice from the OWNERS; then the OWNERS, at OWNERS's option, may enter and/or repossess the leased property and/or may stop the supply of electricity to DISTRICT's equipment and/or may elect to terminate this Lease, and/or may resort to any other legal rights or remedies of the OWNERS.

(b) Anything to the contrary herein notwithstanding, at any time the DISTRICT is in default or breach of the Communications Site Rules and Regulations section which provides that:

"In the event DISTRICT's equipment causes electromagnetic interference with reception or transmission of previously installed equipment or in the event that previously installed equipment interferes with reception or transmission of DISTRICT's equipment, DISTRICT shall immediately cease operating its equipment and shall make such corrections and adjustments, at its own expense, as are required to eliminate the interference.",

then the OWNERS shall have the right, without any liability to the OWNERS, to shut off the electricity to DISTRICT's equipment upon either: (a) twenty-four (24) hours prior notice to DISTRICT given in person or by telephone or facsimile either in writing or verbally to the DISTRICT or any one of DISTRICT's personnel, employees, agents, officers or other authorized representatives, or (b) four (4) days prior written notice pursuant to Paragraph 23 of this Lease.

(c) The rights and remedies of the OWNERS set out in this Lease are, and shall be deemed to be, cumulative, and the exercise of one shall not be deemed to be an election that excludes the exercise by the OWNERS at any time or at any different time of a different or inconsistent remedy, and shall be deemed to be given to OWNERS in addition to any other and further rights and/or remedies granted to the OWNERS by law. The failure of the OWNERS at any time to exercise any of the OWNERS's rights or remedies under this Lease shall not be deemed to operate as a waiver by OWNERS of OWNERS's right to exercise such rights or remedies at any other or future time for any such present or future default or breach.

(d) In connection with any default or breach of this Lease by DISTRICT, OWNERS shall be immediately reimbursed (i.e. paid) by DISTRICT for the amount of reasonable attorneys' fees and other reasonable costs incurred by OWNERS in connection with such default or breach, including but not limited to the bringing of any action in court or arbitration for enforcement of this Lease.

(e) In the event that OWNERS is required to remove DISTRICT's equipment and incur costs to correct a violation or remove DISTRICT's equipment for failure to comply with the terms hereof, which the OWNERS within its sole option is hereby expressly authorized to do,

such costs shall be paid to the OWNERS by the DISTRICT on demand. OWNERS is hereby expressly released from all liability of every nature whatsoever in case it removes all or any of said DISTRICT's equipment for failure to comply with the provisions hereof, but shall promptly return such equipment to DISTRICT upon payment of what is owed to OWNERS.

(f) Upon the expiration or earlier termination of the term of this Lease, DISTRICT agrees to execute and return to OWNERS within ten (10) days any proper instrument given by OWNERS to DISTRICT that confirms such expiration or termination. DISTRICT agrees that it shall be liable to the OWNERS for any damages suffered by OWNERS as a result of any failure to comply with this provision.

26. Assignment.

DISTRICT agrees that without OWNERS's prior written approval (which shall not be unreasonably withheld), DISTRICT shall not (i) assign, transfer, pledge, mortgage or otherwise dispose of any of DISTRICT's rights pursuant to this Lease or (ii) sublet DISTRICT's rights to use the leased property or any part thereof or permit it to be used by anyone other than the DISTRICT.

27. Removal of DISTRICT's Equipment.

Prior to the expiration or termination of this Lease DISTRICT shall remove all of DISTRICT's improvements and equipment, personal property and fixtures and restore the leased property and the Building to good condition. If DISTRICT's improvements or equipment remains on the leased property, in the Building or on OWNERS's lands after expiration or termination of this Lease, DISTRICT shall pay the Base Rent provided for holdover tenancies pursuant to Paragraph 19. The DISTRICT agrees that any of DISTRICT's improvements or equipment (other than hazardous or toxic substances, material or waste) that remains on the leased property, in the Building or on OWNERS's land after thirty (30) days from said termination shall automatically become the sole property of the OWNERS at the option of the OWNERS.

28. Notices.

Except as otherwise specifically provided under this Lease, any notice or demand required or permitted to be given or made under this Lease may be given personally or mailed to the party to which it is being given. Except as otherwise specifically provided under this lease, when so mailed (placed or deposited into the United States Postal Service system), either by registered or certified mail, return receipt requested, with sufficient postage addressed as set forth below to the party to which it is being given, such notice or demand shall have been deemed to have been given at the time when so mailed. The OWNERS or the DISTRICT may from time to time designate any other address for this purpose than is set forth in the Definitions section of this Lease by giving written notice thereof to the other party.

29. No Representation by OWNERS.

OWNERS has made no representation or promise with respect to condition of the leased property or its suitability for any purpose. Taking possession of the leased property by DISTRICT shall be conclusive evidence, as against DISTRICT, that DISTRICT accepts the leased property and the Building "as is" and that the leased property and the Building were in good and satisfactory condition at the time DISTRICT took possession.

30. Entire Agreement.

This Lease contains the entire understanding of the parties with respect to its subject matter. There are no restrictions, agreements, promises, warranties, covenants or undertakings other than expressly set forth herein. This Lease supersedes all prior agreements and understandings between the parties with respect to its subject matter. No modification of this Lease shall be effective unless contained in writing signed by the OWNERS and DISTRICT.

31. Headings

The section and paragraph headings contained in this Lease are for reference purposes only and shall not affect in any way the meaning or interpretation of this Lease.

32. Additional Provisions

(a) Time is of the essence in this Lease.

(b) This Lease shall be governed by and construed and enforced in accordance with the laws of the State of Vermont.

(c) Other additional provisions are set forth on Exhibit

33. Remedies and Jurisdiction; Governing Law

Nothing herein shall preclude a request for mediation or arbitration by either Party, but neither Party shall be required to consent thereto. In the event of default or breach hereof by the DISTRICT which is not remedied within the applicable cure period, and in addition to all other remedies available at law or in equity, the OWNERS shall be entitled to evict the DISTRICT from the Property and to take possession thereof by any lawful means. The Contract, as amended by this Amendment, is governed by and shall be interpreted in accordance with the law of the State of Vermont. DISTRICT agrees that exclusive jurisdiction for enforcement of the Contract, as amended by this Amendment, shall lie with the Vermont Superior Court, with venue in Addison Superior Court. The DISTRICT irrevocably consents to the personal jurisdiction of such Court over it. In the event any civil action or binding arbitration is commenced for enforcement, the prevailing party shall be entitled to recover all of its costs of action, including, without limitation, reasonable attorney's fees.



Dated effective as of the date first above written.

In presence of: **LESSOR: WENDLAND COMMUNICATIONS,LLC.**

\_\_\_\_\_  
\_\_\_\_\_, Duly authorized Agent L.S.

STATE OF VERMONT  
COUNTY OF \_\_\_\_\_, ss. At \_\_\_\_\_ in said County this \_\_\_\_\_ day  
of \_\_\_\_\_, 2018, \_\_\_\_\_ personally appeared, and he/she acknowledged this  
instrument, by him/her sealed and subscribed, to be his/her free act and deed and the free act and deed of  
Wendland Communications, LLC.

Before me,

\_\_\_\_\_  
Notary Public  
My Commission Expires:

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

In presence of: **DISTRICT:**

By:

witness \_\_\_\_\_

Name:

Title:

\_\_\_\_\_  
and Duly Authorized Agent

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_, SS.

At \_\_\_\_\_, in said County and State, on this \_\_\_\_\_ day of /  
\_\_\_\_\_, 2018,  
before me personally appeared

\_\_\_\_\_, and

Duly Authorized Agent of \_\_\_\_\_

\_\_\_\_\_,  
and he/she acknowledged this instrument by him/her signed to be his/her free act  
and deed and the free act and deed of said

Before me,

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

EXHIBIT A

See the Site Plan recorded In Monkton Town Land Records at Book 115, Page 151-157.

EXHIBIT B

**DESCRIPTION OF DISTRICT'S COMMUNICATION EQUIPMENT,  
ANTENNAE AND APPURTENANCES ("Equipment")**

DISTRICT is authorized to install and maintain the following equipment on tower # 2 .

ANTENNA INFORMATION

Manufacturer and type-number: \_\_\_\_\_

Weight and Length of antennas: \_\_\_\_\_

Transmission Line Mfr, Type No., & Size \_\_\_\_\_

Height of Tip of Antenna(s)  
on Tower and location of  
antenna(s) on which face  
of the tower. \_\_\_\_\_  
\_\_\_\_\_

Radiation Pattern: \_\_\_\_\_

Effective Radiated Power: \_\_\_\_\_

Operating Frequency(s): 463.325; 468.325 (75 watts)

Equipment in Building  
(Manufacturer & Type) Motorola x PR 8300  
\_\_\_\_\_

Size of Cabinets in inches 22" x 19" x 30" - 7.25 cu.ft.

EXHIBIT C

**COMMUNICATIONS SITE  
RULES AND REGULATIONS**

(a) In the use of the leased property, DISTRICT:

(1) shall not cause electromagnetic or other interference with communication equipment or signals of other users of OWNERS's Communication Site whose use (including planned use of already installed equipment) is in existence prior to the installation of any particular equipment of DISTRICT, including but not limited to any change or replacement of DISTRICT's equipment;

(2) shall at its sole cost and expense install and maintain DISTRICT's permitted improvements and equipment in safe, clean and good working condition;

(3) shall in addition exert the DISTRICT's best efforts, in consultation(s) with other users of OWNERS's Communication Site to identify the cause of any interference and if DISTRICT's equipment is the cause, to immediately eliminate it; and

(4) shall conduct its business, in such a manner and as will not cause undue noise, create any nuisance or otherwise interfere with, annoy or disturb OWNERS, other lessees and users of the Communication Site or nearby landowners and their tenants.

(b) Prior to any installation by DISTRICT of any equipment, DISTRICT shall have performed and provide to OWNERS, at DISTRICT's expense, a copy of a frequency compatibility and R.F.Emissions study and report, prepared by Trost Communications Group, 1425 Greenway Drive, Suite 350, Irving, Texas 75038 in sufficient depth as determined by OWNERS, demonstrating that DISTRICT's frequencies will not cause electrical or other interference with communication equipment or signals of other users of OWNERS's Communication Site whose use (including planned use of already installed equipment) is in existence prior to the installation of any of DISTRICT's equipment. Such possible interference includes but is not limited to cases of intermodulation interference, receiver desensitization and transmitter noise. If the report indicates a potential for interference, the study and report shall contain a statement as to how any such potential interference is to be controlled (i.e. filters, duplexers, circulators, etc.) by DISTRICT within the rights and conditions that the DISTRICT must operate under this Contract. Such minimum protective devices deemed necessary by the compatibility study and report shall be properly installed and maintained by DISTRICT. DISTRICT's equipment shall not go into service until it can do so without any such interference. In the event DISTRICT's equipment causes electromagnetic interference with reception or transmission of previously installed equipment or in the event that previously installed equipment interferes with reception or transmission of DISTRICT's equipment, DISTRICT shall immediately cease operating its equipment and shall make such corrections and adjustments, at its own expense, as are required to eliminate the interference. DISTRICT shall make corrections and adjustments to its own equipment. Any correction and adjustments recommended on equipment owned by others shall be at the expense of DISTRICT, but done only with the approval of the equipment owner.

(c) DISTRICT shall have the sole responsibility for obtaining, at its own expense, any and all licenses, permits and approvals from the Federal Communications Commission (FCC), the Town of Monkton, the State of Vermont and such other governmental bodies or agencies as shall have jurisdiction in connection with the installation, repair, alteration or replacement of DISTRICT's equipment and with any activities of or use by DISTRICT of the leased property. OWNERS will cooperate with DISTRICT in its efforts to obtain such licenses, permits and approvals, and shall join as co-applicant for such licenses, permits and approvals if necessary.

DISTRICT shall abide by the terms and provisions of such licenses, permits and approvals and shall provide a copy of the same to OWNERS as soon as each is obtained. DISTRICT shall serve on OWNERS immediately copies of any and all applications which DISTRICT may file with any governmental body or agency to obtain such permits, licenses and/or approvals. Prior to any installation by DISTRICT of any equipment, the DISTRICT shall certify to OWNERS that all such licenses, permits and approvals have been obtained therefore and shall provide a copy of each of the same to OWNERS. If for any reason any governmental agency shall fail to, refuse to issue, extend, or renew a license, permit or approval to DISTRICT to continue using the leased property for its intended purposes, the DISTRICT shall promptly notify OWNERS of same.

OWNERS agrees to take no action which would adversely affect the status of the leased property with respect to the permitted use thereof by DISTRICT.

(d) All Tower mounting brackets and other hardware used outdoors shall be stainless steel or hot-dipped galvanized, including bolts, nuts and washers. There shall be no unplated black iron or other corrodible fittings or hardware so used.

(e) Specific engineering drawings for any antenna installation will be submitted to OWNERS prior to installation.

(f) There shall be no drilling or welding to any part of the Tower. All attachments to the Tower shall be done in a safe manner that does not adversely affect the structural strength of the Tower.

(g) Any transmission line shall be double-shielded (similar to RG214) or solid outer conductor (similar to Heliax or LDF) coaxial cables. Unjacketed metal cables shall not be used. Any transmission lines shall be properly attached to the Tower at thirty-six inch (36) intervals. "Tie-wraps" or black tape are not to be used on the Tower. Any transmission line shall be electrically bonded at the base of the Tower.

(h) Each transmission line installed by DISTRICT will be identified and tagged at regular intervals.

(i) All loudspeakers and/or radios shall be turned off or to a minimum volume except when maintenance is being performed. Smoking is not permitted on the OWNERS's Communication Site.

DISTRICT shall not leave trash of any kind at the OWNERS's Communication Site and shall be respectively responsible along with other users, for cleanliness of the Building and area surrounding it and the Tower.

(j) Anything to the contrary in this Contract notwithstanding, the herein Contract'd right of access over the aforesaid driveway and roadway extension thereof shall not be used for any vehicular travel during any mud season without first obtaining the express approval of the OWNERS for each particular trip. The OWNERS has the sole right to determine when there is a mud season. Notwithstanding any such approval, DISTRICT shall be liable for any and all direct and indirect damage resulting to the driveway and roadway extension resulting from use by DISTRICT, its agents, servants, employees, invitees and independent contractors, including but not limited to ruts or damage resulting from such ruts and/or other harm done due to water runoff or due to equipment, etc. used to repair the original or later resulting damage. DISTRICT shall repair such damage as soon as possible. However, OWNERS shall at all times have the right but not the obligation to have such repairs made and DISTRICT shall promptly reimburse OWNERS for the cost thereof (which cost may include reasonable charges for work done by OWNERS whether for labor and/or equipment), within ten (10) days of demand therefore.

(k) DISTRICT shall endeavor to notify OWNERS by telephone prior to any visit to the leased property.

(l) DISTRICT shall not perform any installation or maintenance work on the Tower or in the Building without (10) days advance written notice to and approval of the OWNERS (which approval shall not be unreasonably withheld or delayed), except in case of emergency. Any emergency repair will be coordinated with OWNERS.

(m) All contractors and sub-contractors of DISTRICT who shall perform any services for DISTRICT on the leased property shall hold licenses or other authorizations appropriate to and necessary for the work being performed.

(n) DISTRICT shall provide OWNERS with a copy of its FCC license for each transmitter and the name and phone number of the person or company providing maintenance for each. In Addition, DISTRICT shall assure that each such license is affixed to its cabinet in the Building.

(o) DISTRICT shall be responsible for any damage caused by defects in DISTRICT's equipment or defective installation of said equipment. DISTRICT shall be exclusively responsible for assuring normal operations and maintenance of DISTRICT's equipment. DISTRICT also reconfirms that DISTRICT shall be entirely responsible for the repairs and maintenance of any equipment of OWNERS or of OWNERS's other lessees (users), if such repairs or maintenance is necessitated by any act or omission of the DISTRICT. In addition, DISTRICT agrees to assume responsibility for and reimburse OWNERS for any damage to the equipment and/or other property of OWNERS or of OWNERS's other lessees (users) caused by the installation or use of DISTRICT's equipment whether or not such damage or destruction is due to the negligence or intentional acts or omissions of DISTRICT. DISTRICT agrees to immediately repair any damage to the Tower, the Building or OWNERS's other equipment or property or the equipment or property of others in the Building caused by or in connection with the maintenance or repair of DISTRICT's improvements and equipment and with the removal of DISTRICT's equipment at the end of the

term of this Contract.

(p) The DISTRICT shall not either add additional equipment to DISTRICT's originally installed equipment or change DISTRICT's originally installed equipment by replacing it with any different equipment without the prior written approval of the OWNERS, and for which approval the OWNERS may require that changes be made to the Contract including but not limited to increases in the amounts of Base Rental payments.

(q) OWNERS shall have the right to inspect the leased property and DISTRICT's equipment for compliance with the terms of this Contract at any and all reasonable times.

(r) The equipment of DISTRICT shall be kept by DISTRICT so as to be rendered inaccessible to unauthorized persons.

(s) DISTRICT agrees to discharge any contractor's liens imposed upon OWNERS's lands as a result of DISTRICT's work under or improvements authorized by this Contract, within forty-five (45) days of receipt of notice of such lien.

D:\3\user.wfead.wplwendland.ls2.

EXHIBIT D

**RIGHT TO RENEW OR EXTEND TERM**

The applicable provision is as marked:



**NO RIGHT TO EXTEND INITIAL TERM**

EXHIBIT E

**OTHER PROVISIONS**

1. STRUCTURAL ANALYSIS. Prior to installation of any equipment on the Tower. DISTRICT at its expense shall obtain and deliver to OWNERS a structural analysis (of the Tower prepared by World Tower Company, Inc., whose address is 1213 Compressor Drive, P.O. Box 508, Mayfield, KY 42066, Phone: 270-247-3642 (or such other firm or person as may be reasonably acceptable to OWNERS) showing that the Tower will support DISTRICT's equipment in compliance with current requirements of the Vermont State Building Code and EIA/TIA-222-F.



**COMPANY**  
CPAs PC



**apedrick@westcpac.com**  
**(518) 587-5111 ext. 226**

March 28, 2018

Elmer J. Washburn, CPA  
Larry J. Sheeler, CPA  
Trisha L. Rogers-Byrns, CPA  
John P. Sawitzki, CPA  
Michael W. Rossi, CPA  
Amy M. Pedrick, CPA  
Jill M. Thaisz, CPA

Robert F. Thaisz, CPA  
1951-2014

To the Audit Committee of the Board of Education  
Clinton-Essex-Warren-Washington Counties  
Board of Cooperative Educational Services  
PO Box 455  
518 Rugar Street  
Plattsburgh, NY 12901

We are pleased to confirm our understanding of the services we are to provide Clinton-Essex-Warren-Washington Counties Board of Educational Services for the year ended June 30, 2108. We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of Clinton-Essex-Warren-Washington Counties Board of Educational Services as of and for the year ended June 30, 2018. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Clinton-Essex-Warren-Washington Counties Board of Educational Services' basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Clinton-Essex-Warren-Washington Counties Board of Educational Services' RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Schedules of Revenues, Expenditures and Changes in Fund Balance - Budget (Non-GAAP) Basis and Actual-General Fund.
- 3) Schedule of Post-employment Benefits Plan Actuarial Valuation.
- 4) Schedule of the Local Governments Proportionate Share of the Net Pension Liability.
- 5) Schedule of Local Government Contributions.

**SARATOGA SPRINGS OFFICE**

60 Railroad Place, Suite 302  
Saratoga Springs, NY 12866

PHONE: 518.587.5111  
FAX: 518.587.0029

**GLOVERSVILLE OFFICE**

97 North Main St., PO Box 1219  
Gloversville, NY 12078-0354

PHONE: 518.725.7127  
FAX: 518.725.7835

[www.westcpac.com](http://www.westcpac.com)



We have also been engaged to report on supplementary information other than RSI that accompanies Clinton-Essex-Warren-Washington Counties Board of Educational Services' financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- 1) Schedule of Expenditures of Federal Awards.
- 2) Analysis of Account A431 - School Districts.
- 3) Schedule of Revenues, Expenditures and Encumbrances - Compared to Budget - General Fund.
- 4) Schedule of Capital Projects Fund - Project Expenditures and Financing Resources.
- 5) Net Investment in Capital Assets.

#### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Audit Committee of the Board of Education of Clinton-Essex-Warren-Washington Counties Board of Educational Services. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

### **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

### **Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

#### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Clinton-Essex-Warren-Washington Counties Board of Educational Services' compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Clinton-Essex-Warren-Washington Counties Board of Educational Services' major programs. The purpose of these procedures will be to express an opinion on Clinton-Essex-Warren-Washington Counties Board of Educational Services' compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

#### **Other Services**

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of Clinton-Essex-Warren-Washington Counties Board of Educational Services in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

#### **Management Responsibilities**

Management is responsible for (1) designing, implementing, and maintaining effective internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

#### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the BOCES; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of WEST & COMPANY CPAs PC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to your regulator or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of WEST & COMPANY CPAs PC's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by your regulator. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately May 1, 2018 and to issue our reports no later than October 15, 2018. Amy M. Pedrick, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

To the Audit Committee of the Board of Education  
Clinton-Essex-Warren-Washington Counties Board of Educational Services  
Page Seven

Our fee for these services will not exceed \$16,500. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to Clinton-Essex-Warren-Washington Counties Board of Educational Services and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



Amy M. Pedrick

RESPONSE:

This letter correctly sets forth the understanding of Clinton-Essex-Warren-Washington Counties Board of Educational Services.

Signature: \_\_\_\_\_

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

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

## **Report on the Firm's System of Quality Control**

December 29, 2017

To the Shareholders of WEST & Company CPAs PC and the Peer Review Committee of the New York State Society of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of WEST & Company CPAs PC (the firm) in effect for the year ended June 30, 2017. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### **Firm's Responsibility**

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### **Peer Reviewer's Responsibility**

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

### **Required Selections and Considerations**

Engagements selected for review included engagements performed under Government Auditing Standards, including a compliance audit under the Single Audit Act; and an audit of an employee benefit plan.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

## Opinion

In our opinion, the system of quality control for the accounting and auditing practice of WEST & Company CPAs PC in effect for the year ended June 30, 2017, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. WEST & Company CPAs PC has received a peer review rating of *pass*.

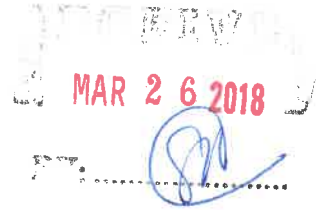


Sciarabba Walker & Co., LLP  
Ithaca, New York



## ENC. 9

Dear Cathy and Michele,

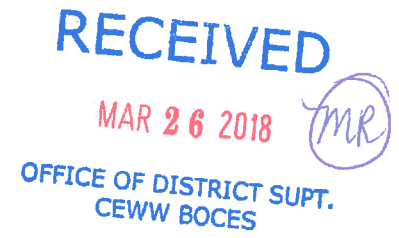


I am writing this to officially submit my two weeks' notice. My last day with CV-TEC will be April 6, 2018. I have been offered an Office Assistant at Clinton Correctional Facility that was too hard to turn down. They need me to start ASAP so I will begin there on April 9, 2018.

I would like to thank you for giving me a chance, it has been an absolute pleasure working for this wonderful school. I have learned so much working for this organization and value all of your guidance over the past years.

Thanks again,

April Fessette



# ENC. 10

**Winchell, Stacie**

---

**From:** Cromp-Testo, Kimberly  
**Sent:** Thursday, March 22, 2018 1:33 PM  
**To:** Winchell, Stacie  
**Subject:** med leave

RECEIVED  
MAR 26 2018 

OFFICE OF DISTRICT SUPT.  
CEWW BOCES

Dear Stacey,

Good Afternoon. After our conversation, I am asking for a medical leave from March 13, 2018 through May 29, 2018 dependent on medical necessity and a release to return to work. If I am able to return to duties before then, I will provide documentation. Thank you for your time, help, and support in this matter.

Kimberly Cromp-Testo

RECEIVED  
MAR 26 2018   
EMPLOYEE SERVICES

## **ENC. 12**

Recommend that the Board appoint the following person(s) to a 52-week Civil Service Probationary Appointment as follows:

1. Name: Jennie Fox  
Position: Teacher Aide/Student Aide (Replacement) (YD)  
Effective Date: April 12, 2018  
Tentative Permanent Date: April 12, 2019  
Annualized Salary: \$15,976.00 (Prorated)  
Actual Earned Salary: \$4,174.53 (2017-2018)  
Other Applicants Interviewed: 0

## **ENC. 13**

Recommend that the Board grant a Permanent Appointment (Civil Service) to the following people:

1. Nhi Nguyen, Teacher Aide/Student Aide, effective May 11, 2018.

## **ENC. 14**

1. Recommend that the Board Amend the effective date to April 23, 2018 through June 30, 2018 (from April 16, 2018 through June 30, 2018) that was approved at the March 22, 2018 Board meeting whereby the Board granted a Temporary appointment to Douglas Scoville-Upham as a Special Education Teacher.

## **ENC. 15**

Recommend that the Board approve the following Adult Education Course Instructor for the 2017-2018 school year:

Adult Education Instructor – Contract (\$37.00/hour)

Katie Brooks

## **ENC. 16**

Recommend that the Board approve the following list of Facilitators for the period of March 23, 2018 through June 30, 2018:

Facilitator (\$30.00/hour)

Theresa Crowningshield

## ENC. 17

Recommend that the Board approve the following Temporary Grant appointments through December 31, 2018 as follows:

1. Brenden Lawliss, Work Study Student, not to exceed 160 hours, at the rate of \$10.40/hour
2. Danielle Stevens, Work Study Student, not to exceed 160 hours, at the rate of \$10.40/hour.
3. Biandi Batu-Tiako, Work Study Student, not to exceed 160 hours, at the rate of \$10.40/hour.
4. Brandon Bouchard, Work Study Student, not to exceed 160 hours, at the rate of \$10.40/hour.
5. Eric Serlock, Work Study Student, not to exceed 160 hours, at the rate of \$10.40/hour.

## ENC. 18

Recommend that the Board approve the following list of substitutes:

<u>Name</u>	<u>Position</u>	<u>Salary</u>	<u>Location</u>
Eric Cassavaugh	Temp on Call Teacher Aide/Student Aide	\$73.00/day	WAF
Eric Cassavaugh	Sub Teaching Assistant	\$80.00/day	WAF
Emily Hogan	Temp on Call Teacher Aide/Student Aide	\$73.00/day	WAF

## ENC. 19

Recommend that the Board approve the following Request for Approval to attend conference/workshop as follows:

Linda Gonyo-Horne  
Rural Schools Association Meeting  
July 8-10, 2018 in Cooperstown (overnight accommodations needed)

## **ENC. 20**

Recommend that the Board approve the following resolution:

**WHEREBY** there is an excess of snow/emergency closure days in the calendar and that (2) days be deleted from the scheduled work year at the Plattsburgh Campus due to unused snow/emergency closure days;

**THEREFORE, BE IT RESOLVED**, that May 25 and 29, 2018 will be designated as unused snow/emergency closure days for all 10-Month employees at the Plattsburgh Campuses and employees will not be required to report to work; **AND**,

**WHEREBY**, a side letter of agreement will also be formulated with the Administrative, Managerial, Confidential, and 12-Month Support Staff Units that will allow them the following with the understanding that it can be approved or disapproved on a year-to-year basis;

For all 12-Month employees at the Plattsburgh Campuses, May 25 and 29, 2018 will be designated as unused snow/emergency closure days and employees will not be required to report to work.

## **ENC. 21**

Recommend that the Board approve the CVES Report Card as presented at the Annual Meeting.



**CVES MISSION**

*Champlain Valley Educational Services empowers students, schools and communities by providing exemplary education, training, support and shared services.*

**MEMORANDUM**

TO: Mark Davey  
FR: Teri Calabrese-Gray   
DA: March 26, 2018  
RE: **April 2018 Board Report**

**PARENT RESOURCES ABOUT THE 2018 GRADES 3-8 ELA & MATH TESTS**

New parent resources about the 2018 Grades 3-8 English Language Arts and Mathematics Tests are now available on NYSED's assessment website <http://www.p12.nysed.gov/assessment/>. The resources have important information about what parents need to know about the 2018 assessments and answer many frequently asked questions about the tests.

In June 2017, the Board of Regents decided to reduce the number of days of student testing on the Grades 3-8 ELA and Mathematics Tests from three sessions for each test to two. This change takes effect beginning with the tests that will be administered in 2018. These tests are untimed. As long as they are working productively, students should be allowed as much time as they need only within the confines of the regular school day to complete each test session. Schools are not expected to extend the school day in order for students to complete a test session. In addition, schools may not extend a test session beyond its scheduled day unless the student has multiple-day testing as a specified testing accommodation in his or her Individualized Education Program (IEP) or Section 504 Accommodation Plan (504 Plan). Per the newly released 2018 Testing Accommodations for Students with Disabilities Guide, use of a spell-checking device/software is an allowable testing accommodation on the Grades 3-8 ELA and Mathematics Tests if specified in the student's IEP or 504 plan. Mathematics Tests-Specifications for Calculators:

- Grades 3-5: Calculators are **not** allowed on any part of the Grades 3-5 Mathematics Tests.
- Grade 6: Students in Grade 6 are **NOT** permitted the use of a calculator or mathematics tables for Session 1. For Session 2, students should have exclusive use of a four-function calculator with a square root key or a scientific calculator. Graphing calculators are **NOT** permitted. The use of mathematics tables is permitted for Session 2 for students in Grade 6 only if specified in the student's IEP or 504 Plan.
- Grades 7-8: Students in Grades 7-8 should have exclusive use of a scientific calculator for both Session 1 and Session 2. Graphing calculators are **NOT** permitted. The use of

mathematics tables is permitted for Sessions 1 and 2 for students in Grades 7 and 8 only if specified in the student's IEP or 504 Plan.

Additional resources include ***What Parents Need to Know***

<http://www.p12.nysed.gov/assessment/ei/2018/2018-handout-for-parents-3-8-tests.pdf> and the **Parent FAQ** <http://www.p12.nysed.gov/assessment/ei/2018/2018-faq-for-parents-3-8-tests.pdf>.

## **NEXT GENERATION LEARNING STANDARDS IMPLEMENTATION ROADMAP**

To support school districts and educators with the transition to full implementation of the New York State Next Generation Learning Standards, NYSED has released the ***English Language Arts (ELA) and Mathematics Standards Implementation Roadmap*** on the Next Generation Learning Standards and Implementation Timeline website <http://www.nysed.gov/curriculum-instruction/next-generation-learning-standards-and-assessment-implementation-timeline>. The NYS Next Generation ELA and Mathematics Standards Implementation Roadmap was designed to assist and support districts and educators with the transition to full-implementation of the NYS Next Generation Learning Standards. The Roadmap provides a recommended plan spread out over the next three years that highlights shared goals and activities that support the New York State Education Department (NYSED), local school districts, and other key stakeholders with the transition process. Links to pertinent guidance resources are provided throughout the roadmap as well. Based on a needs assessment, districts are encouraged to tailor the suggested implementation activities to meet their specific district level needs during the transition process.

The Roadmap is a recommended three-year plan that includes goals and activities for stakeholders to raise awareness of, build capacity around, and implement the Next Generation Standards. The NYS Next Generation Learning Standards <https://www.engageny.org/next-generation-learning-standards> were adopted by the Board of Regents in September 2017. The new Standards are the culmination of a two-year process that resulted in substantive changes while maintaining rigor, and involved committees composed of more than 130 educators and parents.

NYSED would like to thank all of our partners including, but not limited to, NYSUT, the Staff and Curriculum Development Network, the Big 5 School Districts, BOCES District Superintendents, the statewide Professional Learning Team, and representatives from school districts for their thoughtful contributions during this collaborative process.

## **NYSED PROPOSES NEW TEACHING CERTIFICATE TO ALLOW CERTAIN LICENSED HEALTH PROFESSIONALS TO TEACH HEALTH EDUCATION**

At the March Board of Regents meeting, NYSED proposed regulatory changes to create a new temporary teaching certificate to allow certain licensed health professionals to teach health education as they work toward obtaining their initial certification. The new certificate will help ensure there are sufficient numbers of health education teachers in New York's classrooms. A 60-day public comment period begins March 28.

To qualify for the Transitional K certificate under the proposed regulations, the candidate must meet the following requirements:

- Valid license and registration: The candidate must hold a valid New York State license and registration in one of the following professional titles: physician, physician assistant; nurse practitioner; registered professional nurse;
- Education: The candidate shall hold a bachelor's degree or higher;
- Workshops: The candidate must complete all the required workshops;
- Employment and support commitment: The candidate must have an employment and support commitment from a public school, non-public school or BOCES.

The temporary certificate will be valid for three years from the date issued, during which time the holder can pursue the additional requirements needed to obtain an initial certificate in classroom teaching. Once the candidate meets the requirements for an initial certificate and completes certain additional coursework, the candidate will be eligible for a professional certificate.

To obtain initial certification, in addition to meeting the requirements for the Transitional K certificate, candidates will need to meet the following additional requirements:

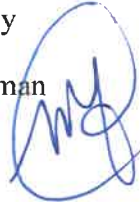
- Pedagogical coursework: Complete nine semester hours of pedagogical coursework in the following:
  - human development and learning, including, but not limited to, the impact of culture, heritage, socioeconomic level, and factors in the home and community that may affect a student's readiness to learn;
  - teaching students with disabilities and special health-care needs within the general education classroom, including assistive technology; and
  - curriculum and/or instruction, including instructional technology.
- Examination: Take and pass the Educating All Students (EAS) examination and the Content Specialty Test in Health Education.



**CVES MISSION**

*Champlain Valley Educational Services empowers students, schools and communities by providing exemplary education, training, support and shared services.*

TO: Dr. Mark C. Davey  
FROM: Michele M. Friedman  
DATE: March 26, 2018  
RE: April 2018 Board Report



**CV-TEC Open Houses Scheduled on All Campuses**

CV-TEC will proudly host Open Houses on all campuses in April. On Tuesday, April 17<sup>th</sup> from 6:00 p.m. - 7:30 p.m. both Plattsburgh Main and Satellite Campuses will host their events. And on Wednesday, April 18<sup>th</sup> from 6:00 p.m. -7:30 p.m. our Mineville Campus will host their Open House. The events will include tours of our programs, student demonstrations and agency information tables.

**CV-TEC Hosts Prom-A-Palooza**

As a result of the generous donations from people in our community, CV-TEC was proud to host our 2<sup>nd</sup> Annual Prom-A-Palooza! This event provides students in Clinton and Essex Countries the opportunity to find the perfect prom attire at absolutely no cost! A special thank you to CV-TEC Teacher, Mrs. Lisa Fisher for organizing and coordinating the event, as well as the entire CV-TEC Team for making this event truly one to remember! The event was also highlighted on WCAX Channel 3.

**CV-TEC Early Childhood Education Program Field Trip to Keeseville Kid's Cove.**



The owners of Kid's Cove, Cindy Casey and Lisa Zmijewski hosted our students and provided valuable insight into the field. Kid's Cove is one of the North Country's largest privately owned child care centers. Both owners serve as members of the CV-TEC Early Childhood Education Program Advisory Committee. During the all-day field trip, our students rotated through all of the different classrooms and participated in the care and academic development of

the young people in their care (approximately 165 children!). Thank you so much, Kid's Cove! Way to go, CV-TEC!



# STEM is CTE

**50%** of all Science, Technology, Engineering and Mathematics (STEM) jobs are open to workers with less than a bachelor's degree.

**30%** of today's STEM intensive jobs are in occupations such as installation, maintenance and repair; construction; manufacturing; and health care support.

CTE is ...

## SCIENCE

**61%** of CTE students interested in a science career report that their CTE courses provide them with skills for the workforce.



CTE is ...

## TECHNOLOGY

IT employees can earn **more than 2x** the national average, and IT is one of the best paying Career Clusters for those with middle-level skills.



## CTE

Career and Technical Education

**18%** job growth is projected for environmental engineering technicians by 2022. These jobs typically require an associate's degree and pay more than \$45,000 per year.



**45%** of CTE students interested in a math career report that their CTE courses help them attain higher math and/or science skills.



CTE is ...

## ENGINEERING

CTE is ...

## MATHEMATICS



1410 King Street, Alexandria, VA 22314  
Phone: 703-596-8972 • Fax: 703-683-7421  
[www.acteonline.org](http://www.acteonline.org) • Connecting Education and Careers

References for this research can be found at [www.acteonline.org](http://www.acteonline.org) or by contacting [cmperatore@acteonline.org](mailto:cmperatore@acteonline.org).

Revised May 2014

**CVES MISSION**

*Champlain Valley Educational Services empowers students, schools and communities by providing exemplary education, training, support and shared services.*

TO: Dr. Mark Davey

From: Reginald McDonald

DATE: April 3, 2018

Subject: Board Report

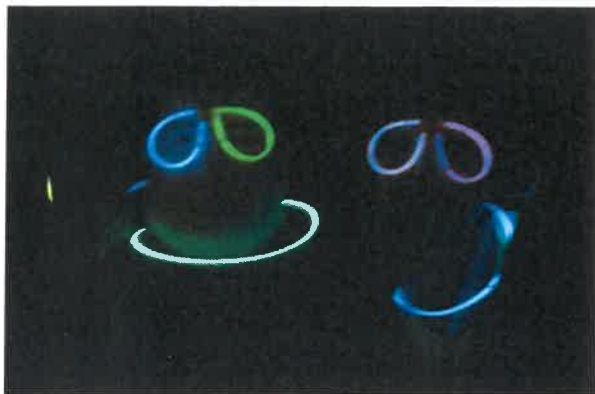
The Special Education Division enters the month of April with 183 students and at 92% of capacity. Our ITSP and Autism programs are over capacity and our high school academic and behavior programs have room for additional students. We have adjusted our screening process this school year, and now complete screenings as districts request placements. This allows us to move students quickly into openings as they come available and reduces the districts wait times. Districts have provided positive feedback on this change in process.

We have had a short time between board meetings but did manage a couple of activities for the students. Stewarts provided our students with ice cream and supplies for a St. Patrick's Day celebration. The student had a great time with the special treats!



Our students and staff filled the gym with fun, music, light and laughter as a

Neon Dance Party Lit up our Gym and kicked off the beginning of spring. With the help of our Art Teacher Meredith Jacobs, ITSP staff Joanne Beaudry and Speech teacher Erica Cook and donations of glow sticks and black lights students and staff enjoyed a fun and creative afternoon letting “their light shine!”



As we prepare for our break, the Special Education Division staff and students wish everyone a safe and restful time with family and friends!

CEWW BOCES  
SPECIAL AID FUND PROGRAMS REVIEW  
STATUS EVALUATION  
2017/2018

Cosser	925-2018	927-2017	927-2018	947-2018	949-2018	950-2018	951-2018	952-2018	954-2018
Program Description	RSE-TASC	Core Rehabilitation Services	Core Rehabilitation Services	SLS Operating Aid	SLS Aid for Automation	EPE	HSE Test Administration	WIOA, Title II	Perkins IV Basic
Approved Budget	\$ 208 282	\$ 234 226	\$ 241 252	\$ 99 207	\$ 14 370	\$ 374 102	\$ 6 659	\$ 80 000	\$ 108 951
Revenue Available/Earned	\$ 208 282	\$ 314 019	\$ 220	\$ 96 040	\$ 9 604	\$ 183 085	\$ 950	\$ 80 000	\$ 108 951
Prior Year Rollover	-	10 962	-	3 167	4 766	-	1 967	-	-
Expenditures to-date	(114 287)	(185 385)	(36 874)	(66 639)	(6 774)	(169 655)	(2 602)	(47 582)	(63 862)
Est.Encumbrances to-date (including indirect cost)*	(40 576)	(2 777)	(50 761)	(26 141)	(5 242)	(94 622)	( 744)	(31 344)	(40 991)
<b>Unexpended Balance</b>	\$ 53 419	\$ 136 819	\$ (87 415)	\$ 6 427	\$ 2 354	\$ (81 192)	\$ ( 429)	\$ 1 074	\$ 4 098
<b>Percentage Utilized</b>	74%	77%	36%	91%	63%	71%	39%	99%	96%
<b>Grant Program Ending:</b>	6/30/2018	12/31/2017	12/31/2018	6/30/2018	6/30/2018	6/30/2018	12/31/2018	6/30/2018	6/30/2018
<b>Finance Approval Obtained:</b>	2/9/2018	12/17/2014	12/17/2014	7/12/2017	8/7/2017	8/28/2017	1/16/2018	8/23/2017	9/6/2017
<b>Director:</b>	McDonald	McDonald	McDonald	Gray	Gray	Friedman	Friedman	Friedman	Friedman

Cosser	955-2018	956-2018	959-2018	963-2018	970-2014	992-2017	995-2018	996-2018	997-2018
Program Description	Technology Innovation	SLS Supplemental Operating Aid	SNAP Employment & Training Venture IV	North Country Region Career Pathways II	NYSERDA Pressure House	NYS Dept of Criminal Justice Cyber Safety	WIOA, Incarcerated	WIOA, Literacy Zone 58585	WIOA, Literacy Zone 58574
Approved Budget	\$ 5 500	\$ 47 756	\$ 109 580	\$ 135 000	\$ 172 045	\$ 68 571	\$ 59 882	\$ 97 524	\$ 100 000
Revenue Available/Earned	\$ 5 500	\$ 46 895	\$ 66 875	\$ 34 750	\$ 172 045	\$ 68 571	\$ 59 882	\$ 97 524	\$ 100 000
Prior Year Rollover	-	861	-	598	-	-	-	-	-
Expenditures to-date	(5 197)	(36 537)	(29 397)	(30 661)	(160 942)	(49 786)	(35 838)	(54 376)	(58 779)
Est.Encumbrances to-date (including indirect cost)*	( 101)	(6 294)	(68 399)	(6 691)	( 2 380)	(21 154)	(21 154)	(38 712)	(40 040)
<b>Unexpended Balance</b>	\$ 202	\$ 4 925	\$ (30 921)	\$ (2 004)	\$ 11 103	\$ 16 405	\$ 2 890	\$ 4 436	\$ 1 181
<b>Percentage Utilized</b>	96%	88%	89%	28%	94%	76%	95%	95%	99%
<b>Grant Program Ending:</b>	6/30/2018	6/30/2018	9/30/2018	3/31/2018	6/30/2016	3/31/2018	6/30/2018	6/30/2018	6/30/2018
<b>Finance Approval Obtained:</b>	9/14/2017	7/12/2017	2/9/2017	6/15/2017	7/6/2012	2/4/2016	9/8/2017	8/23/2017	9/6/2017
<b>Director:</b>	Gray	Gray	Friedman	Friedman	Friedman	Gray	Friedman	Friedman	Friedman

\*Includes total unpaid salary and related benefits allocated to the program through year-end.

\*\*Project Finance Approval Pending with Agency.