

EXHIBIT A

JOINT AGREEMENT

This JOINT AGREEMENT, made and entered as of the ____ day of _____, 2017 (this "Agreement"), by and between the Board of Cooperative Educational Services Sole Supervisory School District Franklin - Essex - Hamilton Counties ("BOCES"), and the following component school districts of BOCES (collectively, the "Component School Districts" and each is a "Component School District");

Brushton-Moira Central School District
Chateaugay Central School District
Lake Placid Central School District
Long Lake Central School District
Malone Central School District
Raquette Lake Union Free School District
St. Regis Falls Central School District
Salmon River Central School District
Saranac Lake Central School District
Tupper Lake Central School District

WHEREAS, the Component School Districts represent all of the component school districts of BOCES; and

WHEREAS, the Component School Districts and BOCES are authorized pursuant to paragraph 14 of Section 1950 of the Education Law, constituting Chapter 16 of the Consolidated Laws of the State of New York, as amended (the "Act"), to enter into this Agreement to provide for the construction of improvements to the BOCES school facilities designed to house services provided by BOCES, as more fully described in Exhibit I attached hereto (the "Project") and for the sharing of the cost of such Project; and

WHEREAS, the cost of the Project including costs incidental thereto is \$18,506,358;

NOW, THEREFORE, for and in consideration of the promises hereinafter contained, the parties hereto formally agree and bind themselves as follows, to wit:

Section 1. The Project (as more fully described in Exhibit I attached hereto) is hereby approved. BOCES is authorized to do all things necessary to complete the Project in accordance with the provisions of the Act. BOCES will undertake the Project in accordance with plans and specifications prepared by BOCES therefor, which said plans and specifications will be prepared in accordance with all applicable provisions of the Education Law and which shall be on file and available for inspection by any Component School District. Amendments thereto by BOCES may be made from time to time as deemed necessary under the circumstances. All such contracts for the Project and the administration of the Project shall be prepared or undertaken, as the case

may be, in accordance with applicable provisions of the Education Law and regulations of the Commissioner of Education.

Section 2. The total cost for completion of the Project, including all costs incidental thereto, is \$18,506,358 (the “Project Cost”), of which \$1,300,000 is to be paid with moneys of BOCES held within its existing capital fund, with the balance thereof, being \$17,206,358 (the “Net Project Cost”) to be paid by the Component School Districts, in accordance with the terms of this Agreement. The services to be provided by the Project constitute “joint services” within the meaning of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (the “Local Finance Law”).

Section 3. Title to the Project shall vest in BOCES and shall be held by BOCES for the benefit and on behalf of the Component School Districts.

Section 4. The portion of the Net Project Cost to be allocated and apportioned to each Component School District shall be ascertained by dividing the Net Project Cost by the aggregate “Resident Weighted Average Daily Attendance” or “RWADA” (as hereinafter defined) of all the Component School Districts and then multiplying such quotient by the RWADA of such Component School District. As used within this Agreement, “Resident Weighted Average Daily Attendance” or “RWADA” shall mean, with respect to each Component School District, the resident weighted average daily attendance by pupils estimated to be residing in such Component School District and to be attending a public school for the 2017-2018 fiscal year; provided, however, that for purposes of this Agreement, the RWADA for a Component School District shall not be less than one (1).

Section 5. Pursuant to the allocation and apportionment method prescribed in Section 4 hereof, the total amount payable by each Component School District to BOCES as its share of the Net Project Cost is hereby agreed to be as follows:

<u>Component School District</u>	<u>RWADA</u>	<u>RWADA Percentage of Net Project Cost</u>	<u>Allocation of Net Project Cost</u>
Brushton-Moira Central School District	791	9.321%	1,603,845
Chateauguay Central School District	501	5.904%	1,015,836
Lake Placid Central School District	719	8.473%	\$ 1,457,857
Long Lake Central School District	69	0.813%	139,906
Malone Central School District	2,446	28.824%	4,959,551
Raquette Lake Union Free School District	1	0.012%	2,028
St. Regis Falls Central School District	288	3.394%	583,954
Salmon River Central School District	1,571	18.513%	3,185,386
Saranac Lake Central School District	1,289	15.190%	2,613,598
Tupper Lake Central School District	<u>811</u>	<u>9.557%</u>	<u>1,644,397</u>
Totals	8,486	100.00%	\$17,206,358

Section 6. The Chief Fiscal Officer of each Component School District is hereby authorized and directed to cause the sums specified in Section 5 hereof to be paid to the Treasurer of BOCES.

Section 7. A capital fund, separate and apart from any other funds and accounts of the BOCES (the "Capital Fund"), shall be, or continue to be, established and maintained by the BOCES in one or more banks, trust companies or national banking associations located and authorized to do business in the State of New York. Immediately upon receipt of any moneys received by the Treasurer of BOCES pursuant to this Agreement, said Treasurer shall deposit such moneys in the Capital Fund. For purposes of internal accounting the Capital Fund may contain one or more separate accounts or subaccounts as the Treasurer of BOCES may deem proper. Moneys in the Capital Fund shall be used only to pay the costs of the Project or debt service, as provided pursuant to the Local Finance Law. Moneys in the Capital Fund pending expenditure may be invested by BOCES in obligations in which moneys of the Component School Districts may be invested pursuant to the Education Law, and earnings from such investments shall become part of such fund.

Section 8. Each Component School District hereby agrees to provide BOCES with its share of the Net Project Cost as set forth in Section 5 hereof in installment payments, payable on or before January 15, 2019, July 15, 2019 and July 15, 2020, in the respective dollar amounts set forth for such Component District in Exhibit II attached hereto. Although each Component School District may otherwise appropriate funds and provide for the payment of its share of the Net Project Cost, nonetheless, each Component School District hereby agrees to authorize the financing of its share of the Net Project Cost, together with costs incidental thereto, by adopting a bond resolution in accordance with in Section 9 hereof, and as authorized by the Act and the Local Finance Law, pursuant to which serial bonds or bond anticipation notes of such Component School District may be issued. Further, each Component School District hereby agrees to incur separate indebtedness by the issuance of serial bonds and bond anticipation notes unless other provision for the payment of the share of the Net Project Cost, in accordance herewith, is made.

Section 9. Each Component School District hereby agrees to adopt a bond resolution by not less than a majority vote of the entire voting strength of the finance board of such Component District at its first regular meeting or at a duly called special meeting following the date of adoption of the proposition to be submitted to the qualified voters of BOCES to authorize the Project as described in Section 13 hereof, and in any event not later than November 15, 2017. Each such bond resolution shall take effect immediately and shall not be subject to either a mandatory or permissive referendum.

Section 10. Each bond resolution shall provide for the issuance of serial bonds maturing in not to exceed thirty (30) years from the date when such indebtedness is first incurred.

Section 11. Upon completion of the Project and payment in full by BOCES of the Project Cost, any excess amounts including interest earned on funds held by BOCES during the

construction period, shall be transferred, credited or otherwise returned by BOCES to the Component School Districts based on such district's the proportionate share of the Net Project Cost set forth in Section 5 hereof. Each Component School District shall thereafter apply such returned amounts to pay debt service on such district's obligations issued to finance its proportionate share of the Net Project Cost.

Section 12. This Joint Agreement shall not take effect until all the Component School Districts shall have executed this Agreement and shall be subject to the adoption of a proposition to be submitted to the qualified voters of BOCES to authorize the Project at a special meeting to be held on or around September 21, 2017.

Section 13. This Joint Agreement may be simultaneously executed in several counterparts and with counterpart signature pages; each joint agreement shall be an original and all of which constitute but one and the same instrument.

Section 14. This Agreement shall terminate upon the completion of the Project.

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IN WITNESS WHEREOF, the said party hereunto has set his/her hand and seal as of the day and year as set forth above.

ATTEST:

LAKE PLACID CENTRAL SCHOOL DISTRICT

District Clerk

(SEAL)

By:_____

President, Board of Education

EXHIBIT I

Description of Project

The Project consists of capital improvements to BOCES' Adirondack Educational Center and North Franklin Educational Center, including:

(a) at the Adirondack Education Center, (i) alterations, renovations and improvements, consisting of reconstruction of existing classroom and technology spaces to bring these spaces to current standards, reconstruction of the exterior façade, replacement of existing mechanical systems and upgrades to the existing fire alarm system; (ii) construction of an approximately 500 square foot greenhouse addition, an approximately 420 square foot addition for the cosmetology classroom and an approximately 140 square foot addition for a secure entrance vestibule; (iii) site work improvements, including reconstruction and repaving of existing driveways and parking areas; (iv) replacement of an existing underground fuel tank with an above ground fuel tank that meets the current regulations for fuel storage; (v) technology upgrades, including an increase or enhancement of wireless networking capabilities, upgrades to or replacement of computers, servers, switches, routers, other data processing equipment, networking infrastructure and peripheral devices; (vi) acquisition and installation in and around the foregoing improvements of original furnishings, equipment, machinery, apparatus, and other services incidental thereto; and (vii) all ancillary, appurtenant and related improvements, costs and expenses in connection with the foregoing; and

(b) at the North Franklin Educational Center, (i) alterations, renovations and improvements, consisting of renovation of existing classroom spaces, reconfiguration of offices, replacement of interior finishes, and replacement of plumbing systems and heating, ventilation and air-conditioning systems; (ii) construction of an approximately 275 square foot addition for a secure entrance vestibule, an approximately 1,100 square foot two story addition to house a special education classroom on the first floor and a conference room on the second floor, an approximately 275 square foot addition for secured storage, an approximately 1,400 square foot addition for the expansion of the Auto Tech program and an approximately 500 square foot free standing greenhouse; (iii) site work improvements, including reconstruction and repaving of the existing driveways and parking areas, reconstruction and replacement of sidewalks and the construction of an expanded parking area on the east side of the facility; (iv) acquisition and installation in and around the foregoing improvements of original furnishings, equipment, machinery, apparatus, and other services incidental thereto; and (vi) all ancillary, appurtenant and related improvements, costs and expenses in connection with the foregoing.

Exhibit II

Installment Payments by Component Districts

<u>Component School District</u>	<u>Installment due January 15, 2019</u>	<u>Installment due July 15, 2019</u>	<u>Installment due July 15, 2020</u>
Brushton-Moira Central School District	202,620	839,610	561,615
Chateaugay Central School District	128,334	531,789	355,713
Lake Placid Central School District	\$ 184,176	\$ 763,186	\$ 510,495
Long Lake Central School District	17,675	73,241	48,990
Malone Central School District	626,557	2,596,317	1,736,677
Raquette Lake Union Free School District	256	1,062	710
St. Regis Falls Central School District	73,773	305,699	204,482
Salmon River Central School District	402,421	1,667,544	1,115,421
Saranac Lake Central School District	330,185	1,368,214	915,199
Tupper Lake Central School District	<u>207,742</u>	<u>860,839</u>	<u>575,816</u>
Totals	\$2,173,739	\$9,007,501	\$6,025,118