

**Oswego County BOCES  
Board of Education  
W450 – Public Safety Classroom  
179 County Route 64, Mexico, NY 13114  
Regular Meeting  
Executive Session (If Needed)**

**WEDNESDAY  
NOVEMBER 20, 2013**

**REGULAR MEETING**

**AGENDA**

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **PRESENTATIONS**
4. **FACILITIES REPORT - C & S COMPANIES**
5. **PUBLIC COMMENTS**
6. **APPROVAL OF MINUTES OF THE OCTOBER 16, 2013 REGULAR BOARD MEETING**
7. **FINANCE**
  - 7.1 List of Bills Approved and Ordered Paid by the Internal Claims Auditor.
  - 7.2 Financial Reports. Please see enclosures.
    - 7.21 Student Club Account
    - 7.22 Treasurer's Report
    - 7.23 Budget Status Report & Transfers Greater Than \$50,000
  - 7.3 Internal Claims Auditor Report. Please see enclosures.
  - 7.4 Resolution for Disposal of Surplus Equipment – November 4, 2013. Please see enclosure.

BE IT RESOLVED that the Oswego County Board of Cooperative Educational Services declares the attached listing of equipment as surplus and authorizes proper disposal of such.
  - 7.5 Resolution to Accept the Single Audit Report. Please see enclosure.

BE IT RESOLVED that the Oswego County Board of Cooperative Educational Services hereby accepts the Single Audit Report submitted by Raymond F. Wager, CPA, P.C. for the year ended June 30, 2013.
  - 7.6 Resolution to Accept the Extraclassroom Activity Funds Financial Report and the Administrative Responses/Action Plan. Please see enclosure.

BE IT RESOLVED, that the Oswego County Board of Cooperative Educational Services hereby accepts the Extraclassroom Activity Funds Financial Report submitted by Raymond F. Wager, CPA, P.C. for the year ended June 30, 2013 and the Administrative Responses/Action Plan.
  - 7.7 Resolution to Amend Stipend for Treasurer of Student Fund Accounts. Please see enclosure.

WHEREAS at their July 10, 2013 Reorganizational Meeting, the Board passed a resolution authorizing the appointment of Vickie Rowe as Treasurer of Student Fund Accounts at a stipend of \$1,200 to be adjusted according to the negotiated contractual increase for the Support Staff bargaining unit, for the 2013-14 school year, and

WHEREAS the Assistant Superintendent for Human Resources has indicated that the correct stipend amount for this position is \$1,250,

BE IT RESOLVED that the resolution 8.15 be amended to reflect the appointment of Vickie Rowe as Treasurer of Student Fund Accounts at a stipend of \$1,250 to be adjusted according to the negotiated contractual increase for the Support Staff bargaining unit, for the 2013-14 school year.
  - 7.8 Resolution to Amend Energy Performance Contract. Please See Enclosure  

WHEREAS at their July 2, 2012 meeting the Board passed a resolution to accept the energy performance contract proposal and to authorize moving forward with the Energy Performance Contract, and

WHEREAS following attorney review, the Energy Performance Contract document was executed by the BOCES Board President on August 3, 2012, and

WHEREAS the scope and details of the Energy Performance Contract included construction of a Wind Turbine, which was subsequently removed from the scope as per directive given by the Board at their meeting on March 20, 2013, and

WHEREAS it is necessary to amend the original Energy Performance Contract agreement and associated estimates and calculations reflective of updates and adjustments including the elimination of the Wind Turbine and other minor adjustments,

BE IT RESOLVED that the Oswego County Board of Cooperative Educational Services approves Performance Contract Amendment #1 between Johnson Controls, Inc. and Oswego County BOCES in the amount of \$2,023,910 as presented.

7.9 Resolution to Establish Budget for Wind Turbine Project. Please see enclosure.

WHEREAS, the Oswego County BOCES received a fifty percent (50%) matching grant award in the Spring 2010 for purposes of pursuing construction of a Wind Turbine; and

WHEREAS, the Wind Turbine Project was overbid, not able to be pursued as a separate project, and ultimately abandoned by Board decision in March 2013; and

WHEREAS, preliminary project expenses had been incurred in pursuit of the project; and

WHEREAS, the scope of the current renovation project includes "site improvements" and "other incidental improvements and expenses in connection herewith", which in part was intended to include green and alternative power initiatives where possible, and

WHEREAS, the Wind Turbine was intended to be one such alternative power pursuits; now therefore

BE IT RESOLVED by the Board of Cooperative Services of the Sole Supervisory District of Oswego County, New York (the "Board" or "BOCES") as follows:

The Board hereby authorizes and approves the appropriation of expenses in the amount of \$36,261.31 to the BOCES renovation project voter approved on February 28, 2011, for purposes of funding such expenses as part of this project.

7.10 Resolution to Grant Easement to National Grid for Electrical Service Upgrade. Please see enclosure.

BE IT RESOLVED that, pursuant to Section 405 of the Education Law, an easement (a copy of which shall be included within the official minutes) in the form and location submitted by National Grid as a necessary component to the current Capital Project, is hereby authorized, and the President of the Board of Cooperative Educational Services is hereby authorized to execute such agreement on behalf of the BOCES.

7.11 Resolution to Appoint HIPPA Compliance Officer. Please See Enclosure.

BE IT RESOLVED, that the Oswego County Board of Cooperative Educational Services hereby appoints Mark LaFountain as HIP PA Compliance Officer for the 2013-2014 school year.

7.12 Audit Committee Meeting Minutes. Please see enclosure (For Information Only).

7.13 2014-15 Budget Development Follow-up Discussion-Goals and Parameters.

**8. PERSONNEL**

8.1 Personnel Actions. Please see enclosure.

RESOLVED, that upon the recommendation of the District Superintendent of Schools, that the Oswego County Board of Cooperative Educational Services approve the Personnel Section of the agenda, effective as indicated.

8.11 Leave of Absence

8.12 Resignation

8.13 Termination

8.14 Appointments

8.15 Substitutes

8.2 Resolution to Increase the Substitute Rate for School Nurses.

BE IT RESOLVED that the Oswego County Board of Cooperative Educational Services increases the hourly rate for substitute school nurses to \$15.10 effective 11/21/13. Substitute nurses that have retired from Oswego County BOCES will be paid their per diem rate at the time of retirement up to a maximum of \$281.43 per day.

8.4 Resolution to Adopt The State of New York Deferred Compensation Plan

WHEREAS, the Oswego County BOCES wishes to adopt the Deferred Compensation Plan for Employees of the State of New York and Other Participating Public Jurisdictions (the "Plan") for the voluntary participation of all eligible employees; and

WHEREAS, the Oswego County BOCES is a local public employer eligible to adopt the Plan pursuant to Section 5 of the State Finance Law;\* and

WHEREAS, the Oswego County BOCES has reviewed the Plan established in accordance with Section 457 of the Internal Revenue Code and Section 5 of the State Law of the State of New York; and

WHEREAS, the purpose of the Plan is to encourage employees to make and continue careers with the Oswego County BOCES by providing eligible employees with a convenient and tax-favored method of saving on a regular and long-term basis and thereby provide for their retirement;

NOW, THEREFORE, it is hereby

RESOLVED, that the Oswego County BOCES hereby adopts the Plan for the voluntary participation of all eligible employees; and it is further

RESOLVED, that the appropriate officials of the Oswego County BOCES are hereby authorized to take such actions and enter such agreements as are required or necessary for the adoption, implementation, and maintenance of the Plan; and it is further

RESOLVED, that the Administrative Services Agency is hereby authorized to file copies of these resolutions and other required documents with the President of the State of New York Civil Service Commission.

9. **INSTRUCTIONAL SUPPORT**

9.1 Points of Pride – November 20, 2013. Please See Enclosure.

9.2 CTE Offerings

10. **SUPERINTENDENT'S REPORT**

10.1 Ratification of the 2012-2015 Coordinators' Contract

BE IT RESOLVED that the Oswego County Board of Cooperative Educational Services hereby approves the agreement between the District Superintendent and the Oswego County BOCES Coordinators' Association for the period of July 1, 2012 through June 30, 2015.

10.2 Ratification of the 2012-2015 Administrators' Contract

BE IT RESOLVED that the Oswego County Board of Cooperative Educational Services hereby approves the agreement between the District Superintendent and the Oswego County BOCES Administrators' Association for the period of July 1, 2012 through June 30, 2016.

10.3 Moving of Crossroads Program

10.4 BOCES Educational Consortium Moving to AESA

11. **PRESIDENT'S REPORT**

11.1 OMSBA 30<sup>th</sup> Annual Meeting – December 5<sup>th</sup>, Genesee Grande Hotel, Syracuse, NY

11.2 Thoughts From NYSSBA

11.3 Governor's Veto of BOCES 20-Year Leases

12. **INFORMATION**

13. **BOARD FORUM/DISCUSSION**

14. **ADJOURNMENT**




CHRISTOPHER J. TODD, *District Superintendent/Executive Officer*

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## Memorandum

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**TO:** Members of the Oswego County Board of Cooperative Educational Services  
**FROM:** Christopher J. Todd   
District Superintendent  
**DATE:** November 15, 2013  
**SUBJECT: BOARD MEETING HEADS UP – NOVEMBER 20, 2013**

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**Finance** – Under "Finance" you will notice a resolution amend the stipend for the Treasurer of Student Fund Accounts. This resolution is due to the fact that the stipend amount on the reorganizational agenda in July was not correct.

**Personnel** – Patricia Cerio is being appointed as a Safety Coordinator at a salary of \$64,000 replacing Debra Eichholtz who resigned to take a position with the Onondaga Central School District. Patricia was the unanimous choice of the interview committee made up of Superintendents, Business Officials, Superintendents of Buildings and Grounds and BOCES staff.

**Superintendent's Report** – You will notice both the Coordinators' Contract and Administrators' Contract are being presented to you for ratification.

All in all, I believe this is a pretty routine Board meeting that doesn't need much explanation. Should you have questions regarding any of the items on the agenda, please feel free to contact us prior to the Board meeting.

CJT/ma

**MINUTES OF THE OSWEGO COUNTY BOARD OF COOPERATIVE EDUCATIONAL SERVICES  
REGULAR MEETING  
October 16, 2013**

The Regular Meeting of the Oswego County Board of Cooperative Educational Services was held on Wednesday, October 16, 2013 at the Oswego County BOCES Main Campus in Mexico, New York.

Mr. John Shelmidine called the meeting to order at 6:33 p.m.

Board Members Present:	Donna Blake Casey Brouse Kevin Dix Matthew Geitner Gregory Muench, Vice-President John Shelmidine, President Joel Southwell William "Dave" White
Board Members Absent:	Eric Behling
Central Administration:	Christopher J. Todd, District Superintendent Roseanne Bayne Mark LaFountain Michael Sheperd
Other BOCES Staff:	Marla Berlin Ron Camp Tracy Fleming James Huber Alyson Inman Wayne Wideman
Officers:	Melissa Allard, District Clerk Kelly Wood, Treasurer
Attorney:	Marc Reitz
Guests:	Pat Carroll Nate Van Wie, C&S Companies Tom Zuber, Raymond Wager Certified Public Accountants

**The Pledge of Allegiance was recited.**

**FACILITIES REPORT**

Mr. Nate Van Wie from C&S Companies shared with the Board the latest update with the Board of Education. Mr. Van Wie stated that in the original project design the wall in the shop areas were sheet rock. It is being suggested that a metal panel be put in there instead or the walls will be being fixed and replaced often. The cost for this change order is expected to be around \$63,112. They would like authorization to proceed with this suggestion since the cost is over the amount that Mr. Todd can approve.

In that update Mr. Van Wie advised the Board that additional asbestos has been found in the window glazing in the display windows in the mall area, as well as, between sheet rock layers where there is a layer of mastic. The asbestos abatement for the floor tiles that was originally thought to be estimated at \$500,000 is now more like \$350,000. The worst case scenario to have the mastic walls removed would be \$400,000 and the glazed window removal would be \$50,000. Mr. Van Wie explained where the costs would be absorbed for the additional asbestos removal and stated that the contractor would issue a credit for the walls that they would not be taking down.

Nate stated that there is a proposal for a comprehensive testing of the remaining areas for asbestos and asked for approval to move forward with that testing. The Board approved for the remaining areas to be tested, but wanted to know what could be done to hold the previous company that issued a report accountable for their insufficient report. Marc Reitz stated that he is currently investigating this.

Mr. Todd, District Superintendent stated Mernane has sub-contracted out some areas of the project and someone has brought it to his attention that the painter may have recently applied to have an apprenticeship program and is in a probationary status. Mr. Todd explained that this is just a rumor at this point because sub-contractors have not been reported to Nate. District Superintendent Todd stated that contracts are being monitored to be sure all requirements are fulfilled.

**PUBLIC COMMENTS**

None.

**APPROVAL OF THE MINUTES OF THE SEPTEMBER 18, 2013 REGULAR BOARD MEETING**

It was:

Moved by Matthew Geitner, seconded by Joel Southwell, that the Oswego County Board of Cooperative Educational Services approves the minutes of the September 18, 2013 Regular Board Meeting as presented.

Vote on the motion: Ayes 7, Nays 0, Abstentions 1 (Donna Blake), motion carried.

**7. FINANCE**

7.1 List of Bills Approved and Ordered Paid by the Internal Claims Auditor.

7.2 Financial Reports.

- 7.21 Student Club Account
- 7.22 Treasurer's Report
- 7.23 Budget Status Report & Transfers Greater Than \$50,000

7.3 Internal Claims Auditor Report.

7.4 Resolution for Disposal of Surplus Equipment – October 4, 2013.

BE IT RESOLVED that the Oswego County Board of Cooperative Educational Services declares the attached listing of equipment as surplus and authorizes proper disposal of such.

7.5 Resolution to Accept the Independent Audit Report and Management Letter

BE IT RESOLVED that the Oswego County Board of Cooperative Educational Services accepts the Independent Audit Report and Management Letter containing the Administrative Responses/Action Plan to the Management Letter submitted by Raymond F. Wager, CPA, P.C. for the year ended June 30, 2013.

7.6 Resolution to Appoint Interim Deputy Treasurer.

BE IT RESOLVED that further to the Resolution 7.3 Appointment of Deputy Treasurer, originally adopted at the July 10, 2013 Reorganizational Meeting of the Board, the Oswego County Board of Cooperative Educational Services hereby appoints Jennifer Woods as Interim Deputy Treasurer in the absence of the Deputy Treasurer for the school year, at a stipend of \$895 to be prorated to her duration of appointment.

7.7 Resolution to Amend Audit Committee Charter.

BE IT RESOLVED that the Oswego County BOCES Audit Committee Charter be revised to include the following language in the "Internal Audit Focus" section of the Charter:

- Review the internal audit plan to ensure that high-risk areas and key control activities are periodically identified, evaluated and tested.

It was:

Moved by Kevin Dix, seconded by Matthew Geitner, that the Oswego County Board of Cooperative Educational Services approves Section 7.1 through 7.7 of the Finance Section of the Board Agenda, effective as indicated.

Vote on the motion: Ayes 8, Nays 0, motion carried.

Independent Audit Review – Mr. Tom Zuber

Mr. Tom Zuber shared with the Board of Education that the Independent Audit conducted for the year ended June 30 2013 was good. He commended Mr. Sheperd and the Business office for their planning and budgeting. He stated that there is now a good strong budget practice evident within the Business Office. Mr. Zuber stated that Adult Education has shown significant improvement and Health Occ. Still runs at a deficit. The Pre-school program deficit is still noted, but final numbers are being worked on with the State Education Department. President Shelmidine thanked the Business Office for all their hard work.

7.8 2014-15 Budget Development Goals and Parameter Discussion.

Mr. Todd asked the Board if there were any specific parameters the Board wanted to come out of the upcoming budget development season? Assistant Superintendent Bayne stated that CTE is working on new programming to include: New Visions Business/Marketing, Floral/Agriculture, STEM/CAD Design and a summer Immersion program, as well as, an exploratory program for students in 10<sup>th</sup> grade with credit accrual thus creating another pathway for students to graduate. The Board asked Mrs. Bayne where we were with creating an FFA Chapter. She responded that the teacher attended training, but is having difficulty finding students who are interested in participating. It was suggested that perhaps it needed to be marketed in the component schools.

October 16, 2013 Oswego County BOCES Regular Meeting Board Minutes

**PERSONNEL**

RESOLVED, that upon the recommendation of the District Superintendent of Schools, that the Oswego County Board of Cooperative Educational Services approve the Personnel Section of the agenda, effective as indicated.

Leave of Absence							
Name	Program	Position	Effective Date				
Dimon, Renee	Exceptional Education	Teaching Assistant	9/26/2013 - 12/31/2013				
Resignations							
Name	Program	Position	Effective Date				
Gardner, Donna	School Library System	Senior Typist	9/27/2013				
Abbott, Elizabeth	VAP Grant	VAP Teacher	9/25/2013				
Appointments							
Program	Name	Position	Type Appt.	Salary	Eff. Date	End Date	Comments
Adult Education	Gravelle, Sean	Welding Instructor	Temp	\$20.81 /hr	09/19/2013	06/30/2014	0-19 hrs/wk as per timesheet
Alternative Education	Capella, Daniel	Home Schooling Coordinator	Roapp	\$32.37 /hr	09/01/2013	06/30/2014	not to exceed 312 hours/year
APPS	Paura, Kristen	Teen Health Issues Educator (PT)	Roapp	\$15.96 /hr	09/01/2013	06/30/2014	1 day/wk as per timesheet
Career & Technical Education	Stephens, Elizabeth	Long Term Substitute Computer Systems Instructor	Temp	\$55,704.00 /yr	10/07/2013	06/30/2014	to be prorated from 10/7/2013
District Office	Clark-Mayo, Kathryn	Evaluator	Reapp	\$450.00 /day	09/01/2013	06/30/2014	as per timesheet
	Stimmer, Mary	Evaluator	Reapp	\$450.00 /day	10/01/2013	06/30/2014	as per timesheet
Exceptional Education	Macro, Stephanie	Teacher of Deaf Education	Prob	\$51,519.00 /yr	10/01/2013	10/01/2016	to be prorated from 10/1/2013
	Wells, Teri	Interpreter	Reapp	\$886.00 /stipend	09/30/2013	06/30/2014	to be prorated from 9/30/2013
Instructional Support Services	Bauer, Denise	Trainer - NYSAA	Reapp	\$40.00 /hr	09/19/2013	06/30/2014	as per timesheet
	Clark-Mayo, Kathryn	Coord. NYSAA Trainer	Reapp	\$40.00 /hr	09/19/2013	06/30/2014	as per timesheet
	Colosl, Richard	Workshop Presenter	Temp	\$600.00 /total	08/05/2013	06/30/2014	as per timesheet
	Thompson, Gracia	Trainer - NYSAA	Reapp	\$40.00 /hr	09/19/2013	06/30/2014	as per timesheet
Instructional Technology	Poor, Daniel	AV Specialist	Prob	\$21.81 /hr	10/02/2013	10/02/2014	to be prorated from 10/2/2013
Migrant Education	Burke, Rosemary	Migrant Tutor	Temp	\$15.50 /hr	09/03/2013	06/30/2014	0-37.5 hrs/wk as per timesheet
Multi-Occupation	Deary-Petrocci, Carolyn	Teacher (50%)	Reapp	\$46,675 /yr	09/30/2013	06/30/2014	to be prorated to 50% eff. 9/30/2013
	Deary-Petrocci, Carolyn	Teaching Assistant (50%)	Roapp	\$27,753 /yr	09/30/2013	06/30/2014	to be prorated to 50% eff. 9/30/2013
Oswego County Teacher Center	Sweeting, Amber	Senior Typist (Part-time)	Reapp	\$14.65 /hr	09/16/2013	06/30/2014	0-10 hrs/wk. as per timesheet
Public Relations	McCrobie, Sarah	Public Information Assistant	Prov	\$39,000.00 /yr	10/01/2013		to be prorated from 10/1/2013
Summer School 2013	Bayne, Kelly	Regents Proctoring	Reapp	\$65.00 /test	08/13/2013	08/14/2013	2 days
	Corbett, Peggy	Regents Proctoring	Reapp	\$65.00 /test	08/13/2013	08/14/2013	2 days
	Crannell, Elizabeth	Regents Proctoring	Reapp	\$65.00 /test	08/13/2013	08/14/2013	2 days
	Crannell, Elizabeth	Regents Grading	Reapp	\$10.00 /test	08/13/2013	08/14/2013	2 days
	Higginbotham, Kim	Regents Proctoring	Reapp	\$65.00 /test	08/13/2013	08/14/2013	2 days
	Sweet, Donna	Secretary	Reapp	\$12.82 /hr	09/18/2013	09/27/2013	as per timesheet
	Woodridge, Kristina	Regents Proctoring	Reapp	\$65.00 /test	08/13/2013	08/14/2013	2 days
VAP Grant	Calaman, Keith	Consultant Teacher	Reapp	\$100.00 /day	09/01/2013	06/30/2014	increased up to 20 add'l days as per timesheet

**PERSONNEL (CONTINUED)**

Appointments								
Program	Name	Position	Type Appl.	Salary		Eff. Date	End Date	Comments
VAP Grant	Orlando, Tonette	Teacher	Reapp	\$3,000	/total	07/01/2013	06/30/2014	+150/student, max. 25 students; as per timesheet
	Orlando, Tonette	Consultant Teacher	Reapp	\$100.00	/day	09/01/2013	06/30/2014	increased up to 20 add'l days as per timesheet
Workstudy	Student # 62	Workstudy Student		\$1.75	/hr	09/16/2013	06/26/2014	as per timesheet
	Student # 63	Workstudy Student		\$1.75	/hr	09/16/2013	06/26/2014	as per timesheet
	Student # 64	Workstudy Student		\$1.75	/hr	09/16/2013	06/26/2014	as per timesheet
	Student # 65	Workstudy Student		\$1.75	/hr	09/16/2013	06/26/2014	as per timesheet
	Student # 66	Workstudy Student		\$1.75	/hr	09/16/2013	06/26/2014	as per timesheet
	Student # 67	Workstudy Student		\$1.75	/hr	09/16/2013	06/26/2014	as per timesheet
	Student # 68	Workstudy Student		\$1.75	/hr	09/16/2013	06/26/2014	as per timesheet
	Student # 69	Workstudy Student		\$1.75	/hr	09/16/2013	06/26/2014	as per timesheet
	Student # 71	Workstudy Student		\$1.75	/hr	09/16/2013	06/26/2014	as per timesheet
	Student # 72	Workstudy Student		\$1.75	/hr	09/16/2013	06/26/2014	as per timesheet
	Student # 73	Workstudy Student		\$1.75	/hr	09/16/2013	06/26/2014	as per timesheet
	Student # 74	Workstudy Student		\$1.75	/hr	09/16/2013	06/26/2014	as per timesheet
	Student # 75	Workstudy Student		\$1.75	/hr	09/16/2013	06/26/2014	as per timesheet
	Student # 76	Workstudy Student		\$1.75	/hr	09/16/2013	06/26/2014	as per timesheet
	Student # 77	Workstudy Student		\$1.75	/hr	09/16/2013	06/26/2014	as per timesheet
	Student # 78	Workstudy Student		\$1.75	/hr	09/16/2013	06/26/2014	as per timesheet
	Student # 79	Workstudy Student		\$1.75	/hr	09/16/2013	06/26/2014	as per timesheet
	Student # 80	Workstudy Student		\$1.75	/hr	09/16/2013	06/26/2014	as per timesheet
	Student # 81	Workstudy Student		\$1.75	/hr	09/16/2013	06/26/2014	as per timesheet
	Student # 82	Workstudy Student		\$1.75	/hr	09/16/2013	06/26/2014	as per timesheet
	Student # 83	Workstudy Student		\$1.75	/hr	09/16/2013	06/26/2014	as per timesheet
	Student # 84	Workstudy Student		\$1.75	/hr	09/16/2013	06/26/2014	as per timesheet
	Student # 85	Workstudy Student		\$1.75	/hr	09/16/2013	06/26/2014	as per timesheet
	Student # 86	Workstudy Student		\$1.75	/hr	09/16/2013	06/26/2014	as per timesheet
	Student # 87	Workstudy Student		\$1.75	/hr	09/16/2013	06/26/2014	as per timesheet
Workstudy	Student # 88	Workstudy Student		\$1.75	/hr	09/16/2013	06/26/2014	as per timesheet



**PERSONNEL (CONTINUED)**

<b>Substitutes</b>	
<b>Adult Education</b>	
Hopp, Jeffrey	\$16.96/hr
<b>Career &amp; Technical Education</b>	
Boeckmann, Kyle	\$75.78/day
<b>Exceptional Education</b>	
Anderson, Deanna	\$8.94/hr; \$70.36/day
Frolo, Kelly	\$8.94/hr; \$70.36/day
Fronk, Marygrace	\$8.94/hr
Gilbo, Julia	\$8.94/hr
Hammond, Christine	\$81.18/day
Papineau, Terrah	\$8.56/hr; \$8.94/hr; \$70.36/day
Snyder, Debbie	\$8.94/hr; \$70.36/day
Thibado, Nicole	\$81.18/day
<b>Instructional Technology</b>	
Whaley, David	\$7.25/hr

It was:

Moved by Gregory Muench, seconded by Kevin Dix, that the Oswego County Board of Cooperative Educational Services approves the Personnel Section of the Board Agenda, effective as indicated.

Vote on the motion: Ayes 8, Nays 0, motion carried.

**INSTRUCTIONAL SUPPORT**

- 9.1 Instructional Support Services Update – October 2013. For Information Only.
- 9.2 Crossroads Academy Brochure. For Information Only.
- 9.3 Career and Technical Education (CTE) Update. For Information Only.

**SUPERINTENDENT'S REPORT**Safety & Risk Management Position

District Superintendent Todd notified the Board that Deb Eicholtz has taken a job as a Business Official and will be resigning her position as Safety and Risk Management Coordinator. He stated that he notified the Superintendents and asked if they wished to keep the position the way it was or to change how the service was delivered. The majority of Superintendents stated they wanted to keep the service the way it was if the right person was chosen for the job. They want to keep the level of service the way it is now.

Mr. Todd reminded the Board that the position is one that is hired and paid for by the districts.

Schedule

Mr. Todd notified the Board that he will be in Albany next Monday and Tuesday for a Regents meeting and then at NYSSBA on Thursday & Friday and back in Albany the following Monday and Tuesday for DS meetings.

**PRESIDENT'S REPORT**

- 11.1 Resolution to Approve Second Reading and Adoption of Board Policies.

RESOLVED, that the Oswego County Board of Cooperative Educational Services hereby approves the Second Reading of Board Policies:

- 2410 – Code of Conduct on BOCES Property
- 4310 – Purchasing
- 4571 – Information Security Breach and Notification
- 5130 – Evaluation of Personnel
- 5341 – Family And Medical Leave Act
- 6310 – Student Evaluation
- 6464 – Dignity For All Students Act
- 6492 – Student Data Breaches
- 7150 – Civility, Citizenship and Character Education/Interpersonal Violence Prevention Education

It was:

Moved by Matthew Geltner, seconded by Gregory Muench, that the Oswego County Board of Cooperative Educational Services approves the Second Reading and Approval of the Board Policies listed above.

Vote on the motion: Ayes 8, Nays 0, motion carried.

**BOARD FORUM/DISCUSSION**

Mrs. Donna Blake stated that if a Board Retreat date could be set far enough in advance, she could ask for that day off and she could then attend next year. The Board suggested the date of the regularly scheduled August monthly meeting, which is August 20, 2014 for next year. The Board agreed to the tentative date for next summer's Board Retreat.

**EXECUTIVE SESSION MOTION**

It was:

Moved by Kevin Dix, seconded by Casey Brouse, that the Oswego County Board of Cooperative Educational Services enter into an Executive Session to discuss matters pertaining to negotiations.

The BOCES Board entered into an Executive Session at 8:44 p.m. in the W450 Conference Room.

Vote on the motion: Ayes 8, Nays 0, motion carried.

**REGULAR BOARD MEETING RECONVENED**

It was:

Moved by Donna Blake, seconded by Casey Brouse, that the Oswego County Board of Cooperative Educational Services adjourn the Executive Session and reconvene to the Regular Board Meeting.

Vote on the motion: Ayes 8, Nays 0, motion carried.

The BOCES Board adjourned the Executive Session and reconvened the Regular Board meeting at 9:33 p.m.

**MEETING ADJOURNED**

It was:

Moved by William "Dave" White, seconded by Donna Blake, that the BOCES Board Meeting be adjourned.

Vote on the motion: Ayes 8, Nays 0, motion carried.

The BOCES Board adjourned at 9:34 p.m.

Respectfully Submitted,

Melissa A. Allard  
District Clerk

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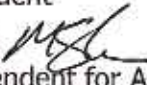
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**INTEROFFICE MEMORANDUM**

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**TO:** Christopher J. Todd  
District Superintendent

**FROM:** Michael J. Sheperd   
Assistant Superintendent for Administrative Services

**SUBJECT:** Administrative Services Report for the Board of Education

**DATE:** 11/12/13

Enclosed are the following items for the Finance/Administrative Services section of the November 20, 2013 Board of Education meeting:

- Enclosed for the information of the Board is a list of bills approved and ordered paid by the Internal Claims Auditor.
- Student Club Account Reports for the period ending September 30, 2013, as prepared by Vickie Rowe, Treasurer of Student Club Accounts, and submitted by Jim Huber, Chief Faculty Advisor of Student Club Accounts
- Treasurer's Report for the period ending September 30, 2013, as prepared and submitted by Kelly Wood, Treasurer.
- General Fund Budget Status Report as of October 31, 2013, as prepared and submitted by Gisèle Benigno, Coordinator of Business Administration, Printing, Public Relations and Special Projects.
- Approval of Surplus Equipment – November 20, 2013, as prepared and submitted by Gisèle Benigno, Coordinator of Business Administration, Printing, Public Relations and Special Projects.
- Resolution to Accept the Single Audit Report
- Resolution to Accept the Extraclassroom Activity Funds Financial Report and Administrative Response/Action Plan
- Resolution to Amend Stipend for Treasurer of Student Fund Accounts
- Resolution to Appoint HIPPA Compliance Officer
- Resolution to Establish a Budget for the Wind Turbine Project
- Resolution to Grant Easement to National Grid for Electrical Service Upgrade
- 2014-2015 Budget Development Follow-Up Discussion-Goals and Parameters
- Audit Committee Meeting Minutes October 1, 2013 (for information only)

Please contact me if you have any questions or require any additional information.

MJS:mak  
Enclosures

**OSWEGO COUNTY BOCES**

A/P Check Register

Bank Account: Capital Check - Capital Fund Checking

Check Number	Check Date	Pay Type	Remit To	Warrant	Fund	Recorded	Void	Date	Reason	Check Amount	Check Number
001086	10/15/2013	C	A-VERDI	0005		No	No			\$1,820.00	001086
001087	10/15/2013	C	Bond Schoenbeck & King	0005		No	No			\$3,982.66	001087
001088	10/15/2013	C	C & S Design Build, Inc.	0005		No	No			\$34,783.33	001088
001089	10/15/2013	C	Fiscal Advisors & Market	0005		No	No			\$14,500.00	001089
001090	10/15/2013	C	Fiscal Advisors & Market	0005		No	No			\$11,500.00	001090
001091	10/15/2013	C	Fiscal Advisors & Market	0005		No	No			\$11,500.00	001091
001092	10/15/2013	C	Fiscal Advisors & Market	0005		No	No			\$5,000.00	001092
001093	10/15/2013	C	Fiscal Advisors & Market	0005		No	No			\$5,000.00	001093
001094	10/15/2013	C	Fiscal Advisors & Market	0005		No	No			\$16,500.00	001094
001095	10/15/2013	C	Fiscal Advisors & Market	0005		No	No			\$5,000.00	001095
001096	10/15/2013	C	Mosaic Associates	0005		No	No			\$54,590.00	001096
001097	10/15/2013	C	NYS Dept. of Environmental Conservation	0005		No	No			\$100.00	001097
001098	10/15/2013	C	Oswego County BOCES Treasurer	0005		No	No			\$150,000.00	001098
001099	10/15/2013	C	PREMIER PRINTING INC.	0005		No	No			\$1,896.84	001099
001100	10/15/2013	C	PREMIER PRINTING INC.	0005		No	No			\$1,785.96	001100
001101	10/15/2013	C	PREMIER PRINTING INC.	0005		No	No			\$1,656.27	001101
001102	10/15/2013	C	PREMIER PRINTING INC.	0005		No	No			\$1,725.15	001102
001103	10/15/2013	C	PREMIER PRINTING INC.	0005		No	No			\$1,853.05	001103
001104	10/15/2013	C	PREMIER PRINTING INC.	0005		No	No			\$2,262.68	001104
001105	10/15/2013	C	PREMIER PRINTING INC.	0005		No	No			\$1,873.15	001105
001106	10/15/2013	C	SourceMedia LLC	0005		No	No			\$1,045.00	001106
001107	10/15/2013	C	Standard & Poor's	0005		No	No			\$5,740.00	001107
001108	10/30/2013	C	A-VERDI	0005		No	No			\$740.00	001108
001109	10/30/2013	C	PALLADIUM TIMES, INC.	0005		No	No			\$45.41	001109

Subtotal for Bank Account: Capital Check - Capital Fund Checking

Grand Total  
Void Total  
Net

\$334,302.10  
\$0.00  
\$334,302.10

**OSWEGO COUNTY BOCES**

A/P Check Register

Bank Account: FederalKey - Key Bank - Federal

Check Number	Check Date	Pay Type	Remit To	Warrant	Fund	Recorded	Void	Date	Reason	Check Amount	Check Number
030604	09/23/2013	C	NYS Department of Motor Vehicles	0003		No	Yes	10/2/2013	Cannot pre-order books per Doni Whitney	(\$300.00)	030604
030649	09/30/2013	C	NY3Rs Association, Inc.	0003		No	Yes	10/2/2013	Donna Gardner not attending	(\$20.00)	030649
030667	10/03/2013	C	New York State Commissioner	0005		No	No			\$805.00	030667
030668	10/03/2013	C	New York State Commissioner	0005		No	No			\$805.00	030668
030669	10/03/2013	C	New York State Commissioner	0005		No	No			\$690.00	030669
030670	10/10/2013	C	BallAndrea	0005		No	No			\$3,814.00	030670
030671	10/10/2013	C	CompanyJudy	0005		No	No			\$3,814.00	030671
030672	10/10/2013	C	DunhamSuzette	0005		No	No			\$1,925.50	030672
030673	10/10/2013	C	EusephShama	0005		No	No			\$2,878.50	030673
030674	10/10/2013	C	KowanesBarbara	0005		No	No			\$1,195.50	030674
030675	10/10/2013	C	MargetinPamela	0005		No	No			\$2,878.50	030675
030676	10/10/2013	C	PaigeGrace	0005		No	No			\$1,253.50	030676
030677	10/10/2013	C	PepperLauren	0005		No	No			\$1,273.50	030677
030678	10/10/2013	C	RazaviStephanie	0005		No	No			\$3,104.00	030678
030679	10/10/2013	C	StoddardTara	0005		No	No			\$1,503.50	030679
030680	10/10/2013	C	VollmerDonna	0005		No	No			\$2,878.50	030680
030681	10/10/2013	C	WaltersVenus	0005		No	No			\$588.00	030681
030682	10/15/2013	C	Advanced Educational Products	0005		No	No			\$2,184.00	030682
030683	10/15/2013	C	AKASL Battle of the Books	0005		No	No			\$195.00	030683
030684	10/15/2013	C	ATI	0005		No	No			\$8,883.00	030684
030685	10/15/2013	C	B&H Photo Video	0005		No	No			\$1,371.93	030685
030686	10/15/2013	C	Contemporary Personnel Staffing	0005		No	No			\$710.40	030686
030687	10/15/2013	C	Courtyard By Marriott	0005		No	No			\$139.00	030687
030688	10/15/2013	C	Curriculum Associates, LLC	0005		No	No			\$290.89	030688
030689	10/15/2013	C	Custom Computer Specialists, Inc.	0005		No	No			\$184.65	030689
030690	10/15/2013	C	Elsevier	0005		No	No			\$777.57	030690
030691	10/15/2013	C	EspinosaFernando	0005		No	No			\$432.06	030691
030692	10/15/2013	C	EspinosaSally	0005		No	No			\$407.91	030692
030693	10/15/2013	C	FloodElaine	0005		No	No			\$43.17	030693
030694	10/15/2013	C	FoocoJenna	0005		No	No			\$440.08	030694
030695	10/15/2013	C	Frank's Uniforms	0005		No	No			\$120.00	030695
030696	10/15/2013	C	GugelPaul	0005		No	No			\$237.62	030696
030697	10/15/2013	C	Haur Welding Supply	0005		No	No			\$2.95	030697
030698	10/15/2013	C	Henry Schein Inc.	0005		No	No			\$5.30	030698
030699	10/15/2013	C	INSTITUTE FOR EDUCATIONAL DEVELOPMENT	0005		No	No			\$458.00	030699
030700	10/15/2013	C	JohnsonWanda	0005		No	No			\$114.13	030700
030701	10/15/2013	C	LawrenceJen	0005		No	No			\$132.10	030701
030702	10/15/2013	C	MacGAMUT Music Software	0005		No	No			\$320.00	030702

Payment Types: C=Computer Check A=Automated Payment E=Electronic Transfer/Manual M=Manual Check

**OSWEGO COUNTY BOCES**

A/P Check Register  
Bank Account: FederalKey - Key Bank - Federal

Check Number	Check Date	Pay Type	Remit To	Warrant	Fund	Recorded	Void	Date	Reason	Check Amount	Check Number
030703	10/15/2013	C	McGraw Hill Education LLC	0005		No	No			\$79.70	030703
030704	10/15/2013	C	Moore Medical, LLC	0005		No	No			\$561.32	030704
030705	10/15/2013	C	MoshenTracy	0005		No	No			\$291.92	030705
030706	10/15/2013	C	Misc Industrial Supply Co.	0005		No	No			\$102.02	030706
030707	10/15/2013	C	NAHP	0005		No	No			\$333.13	030707
030708	10/15/2013	C	NATIONAL TECHNICAL HONOR SOCIETY	0005		No	No			\$85.00	030708
030709	10/15/2013	C	NY3Rs Association, Inc.	0005		No	No			\$10.00	030709
030710	10/15/2013	C	NYSFAAA	0005		No	No			\$60.00	030710
030711	10/15/2013	C	NYSUT Building Corp.	0005		No	No			\$850.00	030711
030712	10/15/2013	C	OliveraMarra	0005		No	No			\$152.83	030712
030713	10/15/2013	C	Omni Mandalay Hotel at Las Colinas	0005		No	No			\$548.56	030713
030714	10/15/2013	C	Oswego County BOCES Treasurer	0005		No	No			\$249.98	030714
030715	10/15/2013	C	Pacemaker Steel & Piping Co.	0005		No	No			\$2,000.00	030715
030716	10/15/2013	C	Patterson Medical Supply, Inc.	0005		No	No			\$83.64	030716
030717	10/15/2013	C	Penske Leasing	0005		No	No			\$712.63	030717
030718	10/15/2013	C	ProiettiCynthia	0005		No	No			\$133.62	030718
030719	10/15/2013	C	Pyramid School Products	0005		No	No			\$41.90	030719
030720	10/15/2013	C	Rahab Resources	0005		No	No			\$5,664.67	030720
030721	10/15/2013	C	School Health Corporation	0005		No	No			\$150.09	030721
030722	10/15/2013	C	Skylight Publishing	0005		No	No			\$795.70	030722
030723	10/15/2013	C	Sofa King Fresh, LLC	0005		No	No			\$24.74	030723
030724	10/15/2013	C	Staples Advantage	0005		No	No			\$24.59	030724
030725	10/15/2013	C	Staples Contract & Commercial	0005		No	No			\$62.28	030725
030726	10/15/2013	C	Thinking Collaborative	0005		No	No			\$540.00	030726
030727	10/15/2013	C	TrowbridgeAdele	0005		No	No			\$604.57	030727
030728	10/15/2013	C	Verizon Wireless	0005		No	No			\$80.06	030728
030729	10/15/2013	C	W. W. Norton & Company	0005		No	No			\$707.66	030729
030730	10/15/2013	C	Wal-Mart Community	0005		No	No			\$1,210.92	030730
030731	10/15/2013	C	William V. MacGill & Co.	0005		No	No			\$936.93	030731
030732	10/30/2013	C	Advanced Educational Products	0005		No	No			\$752.00	030732
030733	10/30/2013	C	ASCD	0005		No	No			\$79.00	030733
030734	10/30/2013	C	AT&T Mobility	0005		No	No			\$1,359.97	030734
030735	10/30/2013	C	BH Medwear	0005		No	No			\$80.95	030735
030736	10/30/2013	C	Contemporary Personnel Staffing	0005		No	No			\$799.20	030736
030737	10/30/2013	C	Corporate Payment Systems	0005		No	No			\$239.99	030737
030738	10/30/2013	C	Desmond Hotel	0005		No	No			\$416.00	030738
030739	10/30/2013	C	DrakeHelen	0005		No	No			\$113.28	030739
030740	10/30/2013	C	ESCO INSTITUTE, LTD.	0005		No	No			\$108.00	030740
030741	10/30/2013	C	EspiriosaFernando	0005		No	No			\$784.09	030741

Payment Types: C=Computer Check, A=Automated Payment, E=Electronic Transfer/Manual, M=Manual Check

# OSWEGO COUNTY BOCES

A/P Check Register

Bank Account: FederalKey - Key Bank - Federal

Check Number	Check Date	Check Type	Pay Type	Remit To	Warrant	Fund	Recorded	Void	Date	Reason	Check Amount	Check Number
030742	10/30/2013	C	C	Espinosat/Sally	0005		No	No			\$287.59	030742
030743	10/30/2013	C	C	Fosco/Jenna	0005		No	No			\$316.57	030743
030744	10/30/2013	C	C	Frank's Uniforms	0005		No	No			\$1,286.42	030744
030745	10/30/2013	C	C	Hannibal Central School	0005		No	No			\$233.09	030745
030746	10/30/2013	C	C	Hardesty/Jacqueline L.	0005		No	No			\$117.80	030746
030747	10/30/2013	C	C	Kempston/Jason	0005		No	No			\$35.00	030747
030748	10/30/2013	C	C	Lewancowski/Evelyn	0005		No	No			\$329.96	030748
030749	10/30/2013	C	C	LRP PUBLICATIONS	0005		No	No			\$180.00	030749
030750	10/30/2013	C	C	Marks/M. Theresa	0005		No	No			\$249.90	030750
030751	10/30/2013	C	C	Moore Medical, LLC	0005		No	No			\$336.00	030751
030752	10/30/2013	C	C	Mosher/Tracy	0005		No	No			\$233.61	030752
030753	10/30/2013	C	C	Misc Industrial Supply Co.	0005		No	No			\$158.19	030753
030754	10/30/2013	C	C	Nichols/Linda A.	0005		No	No			\$128.57	030754
030755	10/30/2013	C	C	NORTHERN NEW YORK LIBRARY NETWORK	0005		No	No			\$112.50	030755
030756	10/30/2013	C	C	NYSUT Building Corp.	0005		No	No			\$850.00	030756
030757	10/30/2013	C	C	Oswego City-County Youth Bureau	0005		No	No			\$6,309.59	030757
030758	10/30/2013	C	C	Oswego County BOCES Treasurer	0005		No	No			\$59.49	030758
030759	10/30/2013	C	C	Oswego County Opportunities, Inc.	0005		No	No			\$120.00	030759
030760	10/30/2013	C	C	Oswego Hospital	0005		No	No			\$127.00	030760
030761	10/30/2013	C	C	RITTENHOUSE BOOK DIST.	0005		No	No			\$998.64	030761
030762	10/30/2013	C	C	School Library Systems Assoc. of NY	0005		No	No			\$925.00	030762
030763	10/30/2013	C	C	SDE, Inc.	0005		No	No			\$4,328.90	030763
030764	10/30/2013	C	C	STADIUM INTERNATIONAL	0005		No	No			\$5,180.04	030764
030765	10/30/2013	C	C	Staples Contract & Commercial	0005		No	No			\$117.40	030765
030766	10/30/2013	C	C	Supreme Medical	0005		No	No			\$308.17	030766
030767	10/30/2013	C	C	Tompkins-Seneca-Tioga BOCES	0005		No	No			\$3,267.30	030767
030768	10/30/2013	C	C	Trowbridge/Adelle	0005		No	No			\$494.94	030768
030769	10/30/2013	C	C	Video General, Inc.	0005		No	No			\$530.50	030769
030770	10/30/2013	C	C	Vitality Medical	0005		No	No			\$50.82	030770
030771	10/30/2013	C	C	Wal-Mart Community	0005		No	No			\$101.85	030771

Subtotal for Bank Account: FederalKey - Key Bank - Federal

Grand Total  
Void Total  
Net

\$96,941.74  
(\$320.00)  
\$96,621.74

# OSWEGO COUNTY BOCES

A/P Check Register  
Bank Account: GeneralKey - Key Bank - Gen Fund

Check Number	Check Date	Pay Type	Remit To	Warrant	Fund	Recorded	Void	Date	Reason	Check Amount	Check Number
103279	09/30/2013	C	MYERS/BRENDA	0003		No	Yes	10/4/2013	Incorrect vendor	(\$217.02)	103279
103365	09/30/2013	C	Syracuse Stage	0003		No	Yes	10/2/2013	less tickets needed	(\$2,700.00)	103365
103409	10/04/2013	C	Hotel Bethlehem	0005		No	No			\$851.40	103409
103410	10/04/2013	C	Myers/Barbara E.	0005		No	No			\$217.02	103410
103411	10/15/2013	C	A-VERDI	0005		No	No			\$790.00	103411
103412	10/15/2013	C	Academic Innovations	0005		No	No			\$1,316.34	103412
103413	10/15/2013	C	Actea	0005		No	No			\$2,500.00	103413
103414	10/15/2013	C	Addcom Electronics	0005		No	No			\$385.00	103414
103415	10/15/2013	C	Advanced Assessment Systems, Inc.	0005		No	No			\$11,545.75	103415
103416	10/15/2013	C	Advanced Educational Products	0005		No	No			\$875.45	103416
103417	10/15/2013	C	Albany Marmot	0005		No	No			\$535.00	103417
103418	10/15/2013	C	ALLDATA	0005		No	No			\$975.00	103418
103419	10/15/2013	C	Alisco	0005		No	No			\$830.13	103419
103420	10/15/2013	C	Annese & Associates, Inc.	0005		No	No			\$306.00	103420
103421	10/15/2013	C	Artswego	0005		No	No			\$1,000.00	103421
103422	10/15/2013	C	AT&T Mobility	0005		No	No			\$779.84	103422
103423	10/15/2013	C	Atlantic Power, Inc.	0005		No	No			\$12.54	103423
103424	10/15/2013	C	B&H Photo Video	0005		No	No			\$7,829.10	103424
103425	10/15/2013	C	Beauty and the Beast Storytellers	0005		No	No			\$4,725.00	103425
103426	10/15/2013	C	Behlings Apple Orchard	0005		No	No			\$300.00	103426
103427	10/15/2013	C	Benigno/Gisele	0005		No	No			\$260.42	103427
103428	10/15/2013	C	Brabury/Amy	0005		No	No			\$295.78	103428
103429	10/15/2013	C	Braxley/Jessie	0005		No	No			\$309.62	103429
103430	10/15/2013	C	Bronx Zoo Education Department	0005		No	No			\$165.00	103430
103431	10/15/2013	C	Butch's Auto Paint Supply	0005		No	No			\$178.28	103431
103432	10/15/2013	C	C & B FARM & GARDEN	0005		No	No			\$49.90	103432
103433	10/15/2013	C	Camp/Ronald	0005		No	No			\$75.77	103433
103434	10/15/2013	C	Carr/Nancy	0005		No	No			\$181.93	103434
103435	10/15/2013	C	CDW Government, Inc.	0005		No	No			\$15,102.30	103435
103436	10/15/2013	C	Cell Phone & Computer Repair by Team Tec	0005		No	No			\$99.99	103436
103437	10/15/2013	C	Cengage Learning	0005		No	No			\$16,566.50	103437
103438	10/15/2013	C	Championship Show - NYSFBC	0005		No	No			\$1,110.00	103438
103439	10/15/2013	C	City Electric Co.	0005		No	No			\$150.84	103439
103440	10/15/2013	C	Cleveland Museum of Art	0005		No	No			\$35.00	103440
103441	10/15/2013	C	Cleveland Plant & Flower	0005		No	No			\$151.19	103441
103442	10/15/2013	C	CNY ARTS, INC.	0005		No	No			\$650.00	103442
103443	10/15/2013	C	CNY Costumes, Inc.	0005		No	No			\$1,200.00	103443
103444	10/15/2013	C	CNY Playhouse	0005		No	No			\$872.85	103444
103445	10/15/2013	C	CNYSBA	0005		No	No			\$120.00	103445

Payment Types: C=Computer Check, A=Automated Payment, E=Electronic Transfer/Manual, M=Manual Check



**OSWEGO COUNTY BOCES**

A/P Check Register

Bank Account: GeneralKey - Key Bank - Gen Fund

Check Number	Check Date	Check Type	Pay Type	Remit To	Warrant	Fund	Recorded	Void	Date	Reason	Check Amount	Check Number
103446	10/15/2013	C	C	Custom Computer Specialists, Inc.	0005		No	No			\$555.73	103446
103447	10/15/2013	C	C	Dell Marketing L.P.	0005		No	No			\$22,921.07	103447
103448	10/15/2013	C	C	deVries/Rachel Guido	0005		No	No			\$2,250.00	103448
103449	10/15/2013	C	C	Dupli Ervip & Graphics	0005		No	No			\$721.00	103449
103450	10/15/2013	C	C	Ed & Ec Business Technology, Inc.	0005		No	No			\$54.00	103450
103451	10/15/2013	C	C	Edmentum	0005		No	No			\$3,264.00	103451
103452	10/15/2013	C	C	EETC	0005		No	No			\$195.00	103452
103453	10/15/2013	C	C	Empire Flower Supply	0005		No	No			\$114.00	103453
103454	10/15/2013	C	C	Ericksen/Margaret	0005		No	No			\$452.57	103454
103455	10/15/2013	C	C	Esr	0005		No	No			\$350.00	103455
103456	10/15/2013	C	C	Exxonmobil	0005		No	No			\$23.81	103456
103457	10/15/2013	C	C	Famous Artists	0005		No	No			\$15,899.00	103457
103458	10/15/2013	C	C	Fedex	0005		No	No			\$72.18	103458
103459	10/15/2013	C	C	Fleet Pride	0005		No	No			\$465.20	103459
103460	10/15/2013	C	C	Freds Used Autoparts	0005		No	No			\$480.00	103460
103461	10/15/2013	C	C	Fulton City School Dist	0005		No	No			\$19,000.00	103461
103462	10/15/2013	C	C	General Binding	0005		No	No			\$4,723.80	103462
103463	10/15/2013	C	C	GOLUB'S OUR FARM	0005		No	No			\$525.00	103463
103464	10/15/2013	C	C	Govconnection, Inc.	0005		No	No			\$1,099.00	103464
103465	10/15/2013	C	C	Grainger Inc.	0005		No	No			\$1,489.22	103465
103466	10/15/2013	C	C	Gramlich/Jack	0005		No	No			\$2,800.00	103466
103467	10/15/2013	C	C	GUILFORD PUBLICATIONS	0005		No	No			\$180.85	103467
103468	10/15/2013	C	C	HALSEY MACHINERY CO. INC	0005		No	No			\$2.76	103468
103469	10/15/2013	C	C	Hampton Inn and Suites Albany/Downtown	0005		No	No			\$233.00	103469
103470	10/15/2013	C	C	Haun Welding Supply	0005		No	No			\$356.75	103470
103471	10/15/2013	C	C	Hebert/Linca	0005		No	No			\$41.81	103471
103472	10/15/2013	C	C	Hillyard / New York	0005		No	No			\$1,663.10	103472
103473	10/15/2013	C	C	Hyatt Regency Rochester	0005		No	No			\$1,085.00	103473
103474	10/15/2013	C	C	INDUSTRIAL APPRAISAL CO	0005		No	No			\$800.00	103474
103475	10/15/2013	C	C	Inman/Alyson	0005		No	No			\$45.20	103475
103476	10/15/2013	C	C	It Savvy	0005		No	No			\$427.84	103476
103477	10/15/2013	C	C	IXL Learning	0005		No	No			\$199.00	103477
103478	10/15/2013	C	C	J & K Auto Parts	0005		No	No			\$347.16	103478
103479	10/15/2013	C	C	Johnson/Monica	0005		No	No			\$425.00	103479
103480	10/15/2013	C	C	Kabarr/Tina	0005		No	No			\$19.21	103480
103481	10/15/2013	C	C	Kathy's Cakes and Specialty Treats	0005		No	No			\$135.00	103481
103482	10/15/2013	C	C	Kells Jr./Donald	0005		No	No			\$125.00	103482
103483	10/15/2013	C	C	Kickbush/Barbara	0005		No	No			\$190.48	103483
103484	10/15/2013	C	C	Krames SlayWell, LLC	0005		No	No			\$440.75	103484

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# OSWEGO COUNTY BOCES

A/P Check Register

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Check Number	Check Date	Pay Type	Remit To	Warrant	Fund	Recorded	Void	Date	Reason	Check Amount	Check Number
103485	10/15/2013	C	Lafountain/Mark	0005		No	No			\$71.39	103485
103486	10/15/2013	C	Lakeshore Learn Materials	0005		No	No			\$36.98	103486
103487	10/15/2013	C	Lindenmeyr Munroe	0005		No	No			\$516.28	103487
103488	10/15/2013	C	Logisoft Computer Product	0005		No	No			\$54.43	103488
103489	10/15/2013	C	MailFinance	0005		No	No			\$1,062.91	103489
103490	10/15/2013	C	MEMORIAL ART GALLERY	0005		No	No			\$220.00	103490
103491	10/15/2013	C	Merry Go Round Playhouse	0005		No	No			\$5,250.00	103491
103492	10/15/2013	C	Microsonics, Inc.	0005		No	No			\$45.00	103492
103493	10/15/2013	C	Mihalek/Kathy	0005		Yes	No			\$34.80	103493
103494	10/15/2013	C	Mitchell's Speedway Press	0005		No	No			\$1,349.80	103494
103495	10/15/2013	C	Moreland/David	0005		No	No			\$325.00	103495
103496	10/15/2013	C	Moreth/Stephanie	0005		No	No			\$181.93	103496
103497	10/15/2013	C	MISC Industrial Supply Co.	0005		No	No			\$135.12	103497
103498	10/15/2013	C	Munslow/Keith	0005		No	No			\$2,200.00	103498
103499	10/15/2013	C	MUSEUM OF THE EARTH	0005		No	Yes	10/22/2013	Event cancelled, possible date change	\$194.00	103499
103500	10/15/2013	C	NAPA Paint & Supply	0005		No	No			\$135.97	103500
103501	10/15/2013	C	National Institute of	0005		No	No			\$265.00	103501
103502	10/15/2013	C	Natural Heritage Trust	0005		No	No			\$228.00	103502
103503	10/15/2013	C	New Haven Building Supply	0005		No	No			\$12.19	103503
103504	10/15/2013	C	New Horizons Computer	0005		No	No			\$265.00	103504
103505	10/15/2013	C	NoctiNatl Occupational Competency Te	0005		No	No			\$10,584.00	103505
103506	10/15/2013	C	Northern Concrete Block	0005		No	No			\$301.00	103506
103507	10/15/2013	C	NYSMC	0005		No	No			\$53,472.33	103507
103508	10/15/2013	C	NYSSMA	0005		No	No			\$108.00	103508
103509	10/15/2013	C	OCMEA	0005		No	No			\$35.00	103509
103510	10/15/2013	C	Omni Mandalay Hotel at Las Colinas	0005		No	No			\$548.54	103510
103511	10/15/2013	C	Orlando/Tonette	0005		No	No			\$915.00	103511
103512	10/15/2013	C	Oswego City School Dist.	0005		No	No			\$24,000.00	103512
103513	10/15/2013	C	Oswego County Weeklies	0005		No	No			\$48.00	103513
103514	10/15/2013	C	Oticon Inc.	0005		No	No			\$512.50	103514
103515	10/15/2013	C	Ouderkrk/Launie	0005		No	No			\$733.94	103515
103516	10/15/2013	C	Pacemaker Steel & Piping Co.	0005		No	No			\$8,485.00	103516
103517	10/15/2013	C	Pangaro/Mickylastar	0005		No	No			\$700.00	103517
103518	10/15/2013	C	Paulino's Pizza	0005		No	No			\$61.83	103518
103519	10/15/2013	C	PC University	0005		No	No			\$625.00	103519
103520	10/15/2013	C	PCM-G	0005		No	No			\$3,556.61	103520
103521	10/15/2013	C	PeopleSystems	0005		No	No			\$350.00	103521
103522	10/15/2013	C	Phil Greene Cabinet LLC	0005		No	No			\$11,235.00	103522
103523	10/15/2013	C	Phonak, LLC	0005		No	No			\$218.39	103523

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**OSWEGO COUNTY BOCES**

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103524	10/15/2013	C	Piccadilly Arts	0005		No	No			\$2,350.00	103524
103525	10/15/2013	C	Poetry Alive, Inc.	0005		No	No			\$990.00	103525
103526	10/15/2013	C	Presentation Concepts Crp	0005		No	No			\$700.00	103526
103527	10/15/2013	C	Price Chopper Oper. Co., Inc.	0005		No	No			\$20.29	103527
103528	10/15/2013	C	PROVANTAGE	0005		No	No			\$1,181.50	103528
103529	10/15/2013	C	Pureland Supply	0005		No	No			\$218.22	103529
103530	10/15/2013	C	Pyramid School Products	0005		No	No			\$771.28	103530
103531	10/15/2013	C	Quill Corporation	0005		No	No			\$269.97	103531
103532	10/15/2013	C	R.J.Nudo Co., Inc.	0005		No	No			\$251.05	103532
103533	10/15/2013	C	Really Good Stuff - the Cinema Center	0005		No	No			\$14.24	103533
103534	10/15/2013	C	Reocho-Demini/Barbara E.	0005		No	No			\$426.58	103534
103535	10/15/2013	C	Red Wing Shoe Store	0005		No	No			\$22,424.00	103535
103536	10/15/2013	C	Remote Support, Inc.	0005		No	No			\$73.55	103536
103537	10/15/2013	C	REYMORE CHEVROLET SALES	0005		No	No			\$94.00	103537
103538	10/15/2013	C	Rice/Margaret	0005		No	No			\$134.47	103538
103539	10/15/2013	C	Rioth USA, Inc.	0005		No	No			\$36,021.00	103539
103540	10/15/2013	C	RJ's Catering	0005		Yes	No			\$1,532.50	103540
103541	10/15/2013	C	Rochester Plaza	0005		No	No			\$238.00	103541
103542	10/15/2013	C	Rosamond Gifford Zoo	0005		No	No			\$150.00	103542
103543	10/15/2013	C	Safety-Kleen Corp.	0005		No	No			\$1,522.89	103543
103544	10/15/2013	C	Sally's Beauty Supply	0005		No	No			\$577.09	103544
103545	10/15/2013	C	Scheppard/Kimberly	0005		Yes	No			\$187.08	103545
103546	10/15/2013	C	Scholastic Library	0005		No	No			\$659.00	103546
103547	10/15/2013	C	Sciencenter	0005		No	No			\$115.00	103547
103548	10/15/2013	C	Server Supply.com Inc.	0005		No	No			\$96.00	103548
103549	10/15/2013	C	Seymour/Tamara	0005		No	No			\$163.85	103549
103550	10/15/2013	C	Shabem/Mary	0005		No	No			\$700.00	103550
103551	10/15/2013	C	Shepard/Michael	0005		No	No			\$304.08	103551
103552	10/15/2013	C	Shue/Nicole	0005		No	No			\$239.57	103552
103553	10/15/2013	C	Silver Nuggett	0005		No	No			\$200.00	103553
103554	10/15/2013	C	Soval/Theresa	0005		No	No			\$271.77	103554
103555	10/15/2013	C	Standard Stationery	0005		No	No			\$14.40	103555
103556	10/15/2013	C	Staples Advantage	0005		No	No			\$144.57	103556
103557	10/15/2013	C	Staples Contract & Commercial	0005		Yes	No			\$267.48	103557
103558	10/15/2013	C	Supermedia LLC	0005		No	No			\$23.00	103558
103559	10/15/2013	C	Synergy Global Solutions	0005		No	No			\$101,673.00	103559
103560	10/15/2013	C	Syracuse Media Group	0005		No	No			\$75.00	103560
103561	10/15/2013	C	Syracuse Stage	0005		No	No			\$1,944.00	103561
103562	10/15/2013	C	Sysco Food Services	0005		No	No			\$966.45	103562

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# OSWEGO COUNTY BOCES

A/P Check Register  
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103563	10/15/2013	C	C	Equipment	0005		No	No			\$30,144.00	103563
103564	10/15/2013	C	C	TERACAI	0005		No	No			\$2,200.00	103564
103565	10/15/2013	C	C	The Beeches Inn	0005		No	No			\$530.00	103565
103566	10/15/2013	C	C	The Office Pal	0005		No	No			\$2,089.80	103566
103567	10/15/2013	C	C	The Study Council at Syracuse University	0005		Yes	No			\$150.00	103567
103568	10/15/2013	C	C	Thompson/Clem	0005		No	No			\$72.32	103568
103569	10/15/2013	C	C	Thompson/Holly	0005		No	No			\$693.26	103569
103570	10/15/2013	C	C	Tiger Direc.	0005		No	No			\$1,525.95	103570
103571	10/15/2013	C	C	TIME FOR KIDS	0005		No	No			\$109.24	103571
103572	10/15/2013	C	C	Time Warner Cable	0005		No	No			\$1,717.53	103572
103573	10/15/2013	C	C	Tops Markets LLC	0005		No	No			\$44.87	103573
103574	10/15/2013	C	C	Toshiba Business Solutions	0005		No	No			\$1,240.00	103574
103575	10/15/2013	C	C	TroutNikki	0005		No	No			\$213.57	103575
103576	10/15/2013	C	C	TRUST NURSERY	0005		No	No			\$75.00	103576
103577	10/15/2013	C	C	Turning Stone Resort & Conference Center	0005		No	No			\$124.00	103577
103578	10/15/2013	C	C	UNIFIRST CORPORATION	0005		No	No			\$126.42	103578
103579	10/15/2013	C	C	United Parcel Service	0005		No	No			\$10.48	103579
103580	10/15/2013	C	C	Usherwood & Associates of NY	0005		No	No			\$41,684.12	103580
103581	10/15/2013	C	C	Wal-Mart Community	0005		No	No			\$281.53	103581
103582	10/15/2013	C	C	Ward's Natural Science	0005		No	No			\$663.00	103582
103583	10/15/2013	C	C	Waste Management of Syracuse	0005		No	No			\$810.26	103583
103584	10/15/2013	C	C	Wegmans Food Markets Inc.	0005		No	No			\$46.42	103584
103585	10/15/2013	C	C	Wex Bank	0005		No	No			\$51.57	103585
103586	10/15/2013	C	C	Wilson/Lynne	0005		No	No			\$171.87	103586
103587	10/15/2013	C	C	Windstream Communications	0005		No	No			\$229.73	103587
103588	10/15/2013	C	C	Woods/Jennifer	0005		No	No			\$34.07	103588
103589	10/15/2013	C	C	Regal Entertainment Group	0005		No	No			\$85.00	103589
103590	10/17/2013	C	C	APW Central School	0005		No	No			\$251,259.63	103590
103591	10/17/2013	C	C	Broome-Tioga BOCES	0005		No	No			\$638.95	103591
103592	10/17/2013	C	C	Capital Region BOCES	0005		No	No			\$10.69	103592
103593	10/17/2013	C	C	Cayuga Onondaga BOCES	0005		No	No			\$25,069.44	103593
103594	10/17/2013	C	C	Central Square Central School District	0005		No	No			\$642,002.59	103594
103595	10/17/2013	C	C	Demo BOCES	0005		No	No			\$667.80	103595
103596	10/17/2013	C	C	Erie 1 BOCES	0005		No	No			\$9.97	103596
103597	10/17/2013	C	C	Fulton City School Dist	0005		No	No			\$544,040.95	103597
103598	10/17/2013	C	C	Hannibal Central School	0005		No	No			\$258,360.80	103598
103599	10/17/2013	C	C	HERKIMER-FULT-HAM-OTSEG BOCES	0005		No	No			\$79.92	103599
103600	10/17/2013	C	C	Jefferson Lewis BOCES	0005		No	No			\$1,270.10	103600
103601	10/17/2013	C	C	Madison Oneida BOCES	0005		No	No			\$19,954.85	103601

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103602	10/17/2013	C	Mexcoo Central School District	0005		No	No			\$618,334.02	103602
103603	10/17/2013	C	Monroe #1 BOCES	0005		No	No			\$68.36	103603
103604	10/17/2013	C	OCM BOCES	0005		No	No			\$35,384.26	103604
103605	10/17/2013	C	Oswego City School Dist.	0005		No	No			\$464,719.76	103605
103606	10/17/2013	C	Phoenix Central School	0005		No	No			\$387,054.85	103606
103607	10/17/2013	C	Pulaski Academy	0005		No	No			\$159,043.53	103607
103608	10/17/2013	C	Sandy Creek Central School Dist.	0005		No	No			\$150,909.37	103608
103609	10/17/2013	C	Tompkins-Seneca-Toga BOCES	0005		No	No			\$464.45	103609
103610	10/30/2013	C	Adorama Camera, Inc.	0005		No	No			\$1,533.89	103610
103611	10/30/2013	C	Aeshp, Inc.	0005		No	No			\$150.00	103611
103612	10/30/2013	C	Air Temp Heating & Air Conditioning, Inc.	0005		No	No			\$1,770.85	103612
103613	10/30/2013	C	All Tickets, Inc.	0005		No	No	11/1/2013	Check amount needs to be increased	\$4,675.00	103613
103614	10/30/2013	C	Allard/Melissa	0005		No	No			\$44.55	103614
103615	10/30/2013	C	Alisco	0005		No	No			\$517.71	103615
103616	10/30/2013	C	Apple Computer, Inc.	0005		No	No			\$786.00	103616
103617	10/30/2013	C	Armstrong/John S.	0005		No	No			\$1,000.00	103617
103618	10/30/2013	C	AT&T Mobility	0005		No	No			\$3,136.16	103618
103619	10/30/2013	C	Atlantic Power, Inc.	0005		No	No			\$242.61	103619
103620	10/30/2013	C	B&H Photo Video	0005		No	No			\$163.94	103620
103621	10/30/2013	C	B&T Sport Shop	0005		No	No			\$113.80	103621
103622	10/30/2013	C	Babcock Highway Supply	0005		No	No			\$273.00	103622
103623	10/30/2013	C	Beak and Skiff	0005		No	No			\$330.00	103623
103624	10/30/2013	C	Beaver Lake Nature Center	0005		No	No			\$95.00	103624
103625	10/30/2013	C	BrainPOP LLC	0005		No	No			\$1,175.00	103625
103626	10/30/2013	C	Brucha/Joseph	0005		No	No			\$2,570.00	103626
103627	10/30/2013	C	Bureau of Lectures & Concert Artists, In	0005		No	No			\$490.00	103627
103628	10/30/2013	C	Butler's Sales and Service	0005		No	No			\$2,936.08	103628
103629	10/30/2013	C	Campbell/Bruce	0005		No	No			\$250.00	103629
103630	10/30/2013	C	Camp/Lei Lan	0005		No	No			\$347.48	103630
103631	10/30/2013	C	Capital Region BOCES	0005		No	No			\$17,216.00	103631
103632	10/30/2013	C	Carr's Holidays	0005		No	No			\$17,682.50	103632
103633	10/30/2013	C	Castellani/Kathryn	0005		No	No			\$139.56	103633
103634	10/30/2013	C	Cayuga Onondaga BOCES	0005		No	No			\$6,544.34	103634
103635	10/30/2013	C	CDW Government, Inc.	0005		No	No			\$116.00	103635
103636	10/30/2013	C	Cengage Learning	0005		No	No			\$39,996.94	103636
103637	10/30/2013	C	City Electric Co.	0005		No	No			\$57.71	103637
103638	10/30/2013	C	ClassLink	0005		No	No			\$1,152.00	103638
103639	10/30/2013	C	Cleveland Plant & Flower	0005		No	No			\$112.20	103639
103640	10/30/2013	C	Clinton-Essex-War-Wash BOCES	0005		No	No			\$400.00	103640

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103641	10/30/2013	C	Clover Technologies Group, LLC	0005		No	No			\$173.08	103641
103642	10/30/2013	C	Commissioner of Labor	0005		No	No			\$300.00	103642
103643	10/30/2013	C	CooperNancy	0005		No	No			\$296.06	103643
103644	10/30/2013	C	Cornell University	0005		No	No			\$8,375.00	103644
103645	10/30/2013	C	Corporate Payment Systems	0005		No	No			\$53.57	103645
103646	10/30/2013	C	CRITZ FARMS	0005		No	No			\$255.00	103646
103647	10/30/2013	C	Custom Computer Specialists, Inc.	0005		No	No			\$328.76	103647
103648	10/30/2013	C	DaviesShirley	0005		No	No			\$17.92	103648
103649	10/30/2013	C	DCA Producers Plus, Inc.	0005		No	No			\$3,000.00	103649
103650	10/30/2013	C	Dell Marketing L.P.	0005		No	No			\$930.69	103650
103651	10/30/2013	C	Demco	0005		No	No			\$166.14	103651
103652	10/30/2013	C	DenskSally	0005		No	No			\$662.18	103652
103653	10/30/2013	C	deVriesRachel Guido	0005		No	No			\$2,250.00	103653
103654	10/30/2013	C	DobbertinCheryl	0005		No	No			\$2,283.06	103654
103655	10/30/2013	C	DuchschererDuke	0005		No	No			\$1,000.00	103655
103656	10/30/2013	C	Dupli Ervlp & Graphics	0005		No	No			\$510.80	103656
103657	10/30/2013	C	Educational Innovations	0005		No	No			\$2,445.00	103657
103658	10/30/2013	C	Empire Flower Supply	0005		No	No			\$225.50	103658
103659	10/30/2013	C	Erie 1 BOCES	0005		No	No			\$3,328.67	103659
103660	10/30/2013	C	Ferrara, Fiorenza	0005		No	No			\$2,863.48	103660
103661	10/30/2013	C	FoleyGerald	0005		No	No			\$128.26	103661
103662	10/30/2013	C	Frank's Uniforms	0005		No	No			\$500.00	103662
103663	10/30/2013	C	Friends of Rosamond Gifford Zoo	0005		No	No			\$400.00	103663
103664	10/30/2013	C	Galsion Laboratories	0005		No	No			\$600.00	103664
103665	10/30/2013	C	General Binding	0005		No	No			\$612.00	103665
103666	10/30/2013	C	George Eastman House	0005		No	No			\$176.00	103666
103667	10/30/2013	C	Global Manufacturing	0005		No	No			\$1,017.52	103667
103668	10/30/2013	C	GOLUB'S OUR FARM	0005		No	No			\$190.00	103668
103669	10/30/2013	C	Grainger Inc.	0005		No	No			\$6,193.79	103669
103670	10/30/2013	C	GramlichJack	0005		No	No			\$400.00	103670
103671	10/30/2013	C	Greater Southern Tier Boces	0005		No	No			\$212.50	103671
103672	10/30/2013	C	GreenleafKylee	0005		No	No			\$250.00	103672
103673	10/30/2013	C	Hannibal Central School	0005		No	No			\$41.15	103673
103674	10/30/2013	C	HardesyJacqueline L.	0005		No	No			\$45.20	103674
103675	10/30/2013	C	HardinRon	0005		No	No			\$3,267.00	103675
103676	10/30/2013	C	Haun Welding Supply	0005		No	No			\$621.42	103676
103677	10/30/2013	C	HebertLinca	0005		No	No			\$51.00	103677
103678	10/30/2013	C	Herbert F. Johnson Museum of Art	0005		No	No			\$61.50	103678
103679	10/30/2013	C	Hill & Markes	0005		No	No			\$1,531.89	103679

Payment Types: C=Computer Check A=Automatic Payment E=Electronic Transfer(Manual) M=Manual Check

# OSWEGO COUNTY BOCES

A/P Check Register  
Bank Account: GeneralKey - Key Bank - Gen Fund

Check Number	Check Date	Pay Type	Remit To	Warrant	Fund	Recorded	Void	Date	Reason	Check Amount	Check Number
103680	10/30/2013	C	Hilton Garden Inn	0005		No	No			\$2,189.18	103680
103681	10/30/2013	C	Hispanic Flamenco Ballet	0005		No	No			\$1,012.50	103681
103682	10/30/2013	C	Huber,James	0005		No	No			\$266.52	103682
103683	10/30/2013	C	IIRP	0005		No	No			\$890.00	103683
103684	10/30/2013	C	Ilczynski,Ann Marie	0005		No	No			\$453.13	103684
103685	10/30/2013	C	Interlight	0005		No	No			\$139.50	103685
103686	10/30/2013	C	J & M SCHAEFFER, INC.	0005		No	No			\$218.00	103686
103687	10/30/2013	C	Jefferson Lewis BOCES	0005		No	No			\$6,479.67	103687
103688	10/30/2013	C	Kathy's Cakes and Specialty Treats	0005		No	No			\$148.00	103688
103689	10/30/2013	C	Kovarik,Marilyn	0005		No	No			\$42.94	103689
103690	10/30/2013	C	Kukko,Linda	0005		No	No			\$21.47	103690
103691	10/30/2013	C	Laupschen,Jennifer	0005		No	No			\$35.20	103691
103692	10/30/2013	C	Martin,Colleen	0005		No	No			\$214.55	103692
103693	10/30/2013	C	McCrobie,Sarah	0005		No	No			\$190.97	103693
103694	10/30/2013	C	Media Flex Inc	0005		No	No			\$750.00	103694
103695	10/30/2013	C	Mexico Central Schools	0005		No	No			\$1,932.41	103695
103696	10/30/2013	C	Monroe #: BOCES	0005		No	No			\$154.59	103696
103697	10/30/2013	C	MSC Industrial Supply Co.	0005		No	No			\$316.59	103697
103698	10/30/2013	C	Msc Industrial Supply Co.	0005		No	No			\$45.38	103698
103699	10/30/2013	C	Musical Associates of CNY, Inc.	0005		No	No			\$370.00	103699
103700	10/30/2013	C	National Grid	0005		No	No			\$64.39	103700
103701	10/30/2013	C	Nelson/Peri	0005		No	No			\$190.69	103701
103702	10/30/2013	C	New Haven Building Supply	0005		No	No			\$10.49	103702
103703	10/30/2013	C	New York State Education Department	0005		No	No			\$600.00	103703
103704	10/30/2013	C	NYS Field Banc Conference	0005		No	No			\$100.00	103704
103705	10/30/2013	C	NYS SBGA	0005		No	No			\$900.00	103705
103706	10/30/2013	C	NYSASCD	0005		No	No			\$55.00	103706
103707	10/30/2013	C	NYSATA	0005		No	No			\$10.00	103707
103708	10/30/2013	C	NYSSMA	0005		No	No			\$234.00	103708
103709	10/30/2013	C	NYSSMA	0005		No	No			\$18.00	103709
103710	10/30/2013	C	Oak Tree Products, Inc.	0005		No	No			\$985.60	103710
103711	10/30/2013	C	OCM BOCES	0005		No	No			\$714,907.34	103711
103712	10/30/2013	C	OCMEA	0005		No	No			\$1,052.00	103712
103713	10/30/2013	C	OCMEA	0005		No	No			\$77.00	103713
103714	10/30/2013	C	Oswego County Parks & Recreation	0005		No	No			\$330.00	103714
103715	10/30/2013	C	Oswego Hospital	0005		No	No			\$1,355.00	103715
103716	10/30/2013	C	Oudenirk,Launie	0005		No	No			\$711.90	103716
103717	10/30/2013	C	PALLADIUM TIMES, INC.	0005		No	No			\$115.96	103717
103718	10/30/2013	C	Parlato,Gernaro	0005		No	No			\$150.00	103718

Payment Types: C=Computer Check A=Automated Payment E=Electronic Transfer(Manual) M=Manual Check

**OSWEGO COUNTY BOCES**

A/P Check Register

Bank Account: GeneralKey - Key Bank - Gen Fund

Check Number	Check Date	Pay Type	Remit To	Warrant	Fund	Recorded	Void	Date	Reason	Check Amount	Check Number
103719	10/30/2013	C	Pauline/Cindy	0005		No	No			\$6,000.00	103719
103720	10/30/2013	C	PBS Brake & Supply Co.	0005		No	No			\$181.84	103720
103721	10/30/2013	C	PC University	0005		No	No			\$1,556.00	103721
103722	10/30/2013	C	PCM-G	0005		No	No			\$726.27	103722
103723	10/30/2013	C	Pearson Education	0005		No	No			\$1,168.00	103723
103724	10/30/2013	C	Pearson Education	0005		No	No			\$7,846.18	103724
103725	10/30/2013	C	Perth/Helen	0005		No	No			\$63.51	103725
103726	10/30/2013	C	PESI HEALTHCARE	0005		No	No			\$1,99.99	103726
103727	10/30/2013	C	Phonak, LLC	0005		No	No			\$296.78	103727
103728	10/30/2013	C	Piccadilly Arts	0005		No	No			\$2,450.00	103728
103729	10/30/2013	C	Price Chopper Oper. Co., Inc.	0005		No	No			\$66.81	103729
103730	10/30/2013	C	Puram-Westchester BOCES	0005		No	No			\$1,431.00	103730
103731	10/30/2013	C	R.J.Nudo Co., Inc.	0005		No	No			\$59.20	103731
103732	10/30/2013	C	Rechio-Demmin/Barbara E.	0005		No	No			\$202.20	103732
103733	10/30/2013	C	Regents Research Fund	0005		No	No			\$504.00	103733
103734	10/30/2013	C	Rehab Resources	0005		No	No			\$2,756.52	103734
103735	10/30/2013	C	River Vista Center	0005		No	No			\$576.00	103735
103736	10/30/2013	C	Ruth/Dave	0005		No	No			\$625.00	103736
103737	10/30/2013	C	Ryan's Story Presentation, LTD	0005		No	No			\$5,000.00	103737
103738	10/30/2013	C	Saanys	0005		No	No			\$750.00	103738
103739	10/30/2013	C	Schulzi/Kelly	0005		No	No			\$379.96	103739
103740	10/30/2013	C	Silver Nugget	0005		No	No			\$150.00	103740
103741	10/30/2013	C	SLICE N GO	0005		No	No			\$540.00	103741
103742	10/30/2013	C	Smegalsky/Joann	0005		No	No			\$106.39	103742
103743	10/30/2013	C	Spencer/Lisa	0005		No	No			\$75.89	103743
103744	10/30/2013	C	Standard Stationery	0005		No	No			\$56.59	103744
103745	10/30/2013	C	STANY'S Conference Registration	0005		No	No			\$280.00	103745
103746	10/30/2013	C	Staples Advantage	0005		No	No			\$40.47	103746
103747	10/30/2013	C	Staples Contract & Commercial	0005		No	No			\$653.23	103747
103748	10/30/2013	C	Steno/Michael	0005		No	No			\$86.14	103748
103749	10/30/2013	C	Strupler's Shur Fire	0005		No	No			\$87.02	103749
103750	10/30/2013	C	Summit Professional Education	0005		No	No			\$179.00	103750
103751	10/30/2013	C	SUNY Oswego	0005		No	No			\$90.31	103751
103752	10/30/2013	C	Syracuse Media Group	0005		No	No			\$75.00	103752
103753	10/30/2013	C	Syracuse Stage	0005		No	No			\$6,000.00	103753
103754	10/30/2013	C	Sysco Food Services	0005		No	No			\$682.14	103754
103755	10/30/2013	C	Tallmadge Tire	0005		No	No			\$118.76	103755
103756	10/30/2013	C	The Statler Hotel	0005		No	No			\$96.00	103756
103757	10/30/2013	C	Theater:FIRST PRODUCTIONS	0005		No	No			\$744.00	103757

Payment Types: C=Computer Check A=Automated Payment E=Electronic Transfer(Mar/Jel) M=Manual Check



**OSWEGO COUNTY BOCES**

A/P Check Register  
Bank Account: GeneralKey - Key Bank - Gen Fund

Check Number	Check Date	Pay Type	Remit To	Warrant	Fund	Recorded	Void	Date	Reason	Check Amount	Check Number
103758	10/30/2013	C	Theatreworks/USA	0005		No	No			\$1,800.00	103758
103759	10/30/2013	C	Thinking Collaborative	0005		No	No			\$10,000.00	103759
103760	10/30/2013	C	Thompson & Johnson	0005		No	No			\$220.32	103760
103761	10/30/2013	C	Thompson\Beth	0005		No	No			\$306.29	103761
103762	10/30/2013	C	Tiger Direc	0005		No	No			\$15,177.85	103762
103763	10/30/2013	C	Time Warner Cable	0005		No	No			\$129.24	103763
103764	10/30/2013	C	Triman\Kathleen	0005		No	No			\$21.19	103764
103765	10/30/2013	C	Todic\Christopher J.	0005		No	No			\$1,133.61	103765
103766	10/30/2013	C	Tops Marke's LLC	0005		No	No			\$119.98	103766
103767	10/30/2013	C	Toshiba Business Solutions, USA	0005		No	No			\$752.00	103767
103768	10/30/2013	C	Troxell Communications	0005		No	No			\$46.90	103768
103769	10/30/2013	C	TWICE ISD/ESA	0005		No	No			\$200.00	103769
103770	10/30/2013	C	U Line	0005		No	No			\$95.58	103770
103771	10/30/2013	C	UNIFIRST CORPORATION	0005		No	No			\$272.35	103771
103772	10/30/2013	C	Uniforms Etc.	0005		No	No			\$99.95	103772
103773	10/30/2013	C	United Parcel Service	0005		No	No			\$13.01	103773
103774	10/30/2013	C	Vieira Jr,Antonio da Rocha	0005		No	No			\$1,500.00	103774
103775	10/30/2013	C	Wal-Mart Community	0005		No	No			\$807.23	103775
103776	10/30/2013	C	WaldmanKen	0005		No	No			\$2,400.00	103776
103777	10/30/2013	C	Waste Management of Syracuse	0005		No	No			\$72.97	103777
103778	10/30/2013	C	WGI Sport of the Arts	0005		No	No			\$675.00	103778
103779	10/30/2013	C	YaegenGretchen	0005		No	No			\$68.93	103779
103780	10/30/2013	C	YoungAnn	0005		No	No			\$389.29	103780
103781	10/30/2013	C	Zimco, Inc.	0005		No	No			\$6,300.00	103781

**Subtotal for Bank Account: GeneralKey - Key Bank - Gen Fund**

**Grand Total**  
**Void Total**  
**Net**

\$5,188,243.55  
(\$3,111.02)  
\$5,185,132.53

# OSWEGO COUNTY BOCES

A/P Check Register  
Bank Account: T&AKey - Key Bank - T&A Fund

Check Number	Check Date	Pay Type	Remit To	Warrant	Fund	Recorded	Void	Date	Reason	Check Amount	Check Number
1408AETNA	10/11/2013	E	J. P. Morgan Chase	0006		No	No			\$6,064.33	1408AETNA
1408AMERCE	10/11/2013	E	J. P. Morgan Chase	0006		No	No			\$50.00	1408AMERCE
1408CABANK	10/11/2013	E	J. P. Morgan Chase	0006		No	No			\$1,670.00	1408CABANK
1408CADARE	10/11/2013	E	J. P. Morgan Chase	0006		No	No			\$200.00	1408CADARE
1408CAPGUA	10/11/2013	E	J. P. Morgan Chase	0006		No	No			\$200.00	1408CAPGUA
1408EMPBEN	10/11/2013	E	J. P. Morgan Chase	0006		No	No			\$1,200.00	1408EMPBEN
1408EQUIT	10/11/2013	E	J. P. Morgan Chase	0006		No	No			\$2,800.00	1408EQUIT
1408ERS4	10/11/2013	E	NYS & Local Retirement Systems	0006		No	No			\$763.81	1408ERS4
1408ERS5	10/11/2013	E	NYS & Local Retirement Systems	0006		No	No			\$282.58	1408ERS5
1408ERS6	10/11/2013	E	NYS & Local Retirement Systems	0006		No	No			\$281.71	1408ERS6
1408ERSARR	10/11/2013	E	NYS & Local Retirement Systems	0006		No	No			\$83.22	1408ERSARR
1408ERSLON	10/11/2013	E	NYS & Local Retirement Systems	0006		No	No			\$1,676.00	1408ERSLON
1408FEDTAX	10/11/2013	E	Key Bank of Central NY	0006		No	No			\$75,806.81	1408FEDTAX
1408FICA	10/11/2013	E	Key Bank of Central NY	0006		No	No			\$81,155.54	1408FICA
1408FIDELI	10/11/2013	E	J. P. Morgan Chase	0006		No	No			\$400.00	1408FIDELI
1408IDSLIF	10/11/2013	E	J. P. Morgan Chase	0006		No	No			\$525.00	1408IDSLIF
1408LINCOL	10/11/2013	E	J. P. Morgan Chase	0006		No	No			\$411.90	1408LINCOL
1408MEDI	10/11/2013	E	Key Bank of Central NY	0006		No	No			\$18,979.92	1408MEDI
1408MET	10/11/2013	E	J. P. Morgan Chase	0006		No	No			\$760.41	1408MET
1408NORAMC	10/11/2013	E	J. P. Morgan Chase	0006		No	No			\$175.00	1408NORAMC
1408NY	10/11/2013	E	Key Bank of Central NY	0006		No	No			\$28,223.32	1408NY
1408OPPENH	10/11/2013	E	J. P. Morgan Chase	0006		No	No			\$4,413.96	1408OPPENH
1408OSWSCU	10/11/2013	E	New York State Processing Center	0006		No	No			\$92.00	1408OSWSCU
1408PFSINV	10/11/2013	E	J. P. Morgan Chase	0006		No	No			\$75.00	1408PFSINV
1408UNITYM	10/11/2013	E	J. P. Morgan Chase	0006		No	No			\$50.00	1408UNITYM
1408VANGUA	10/11/2013	E	J. P. Morgan Chase	0006		No	No			\$1,175.00	1408VANGUA
912145	10/15/2013	C	BOCES Suppl/Employee Assn	0006		No	No			\$1,125.44	912145
912146	10/15/2013	C	BOCES Teachers Assoc.	0006		No	No			\$2,836.54	912146
912147	10/15/2013	C	Guardian	0006		No	No			\$3,363.73	912147
912148	10/15/2013	C	HIGHER EDUC. SERVICES CORP	0006		No	No			\$30.00	912148
912149	10/15/2013	C	NYS Teachers Retirement	0006		No	No			\$3,697.00	912149
912150	10/15/2013	C	NYSUT Accounting	0006		No	No			\$1,325.69	912150
912151	10/15/2013	C	Oswego County Sheriff	0006		No	No			\$144.72	912151
912152	10/15/2013	C	POMCO	0006		No	No			\$19,352.23	912152
912153	10/15/2013	C	Preferred Group Plan, Inc	0006		No	No			\$3,313.38	912153
912154	10/15/2013	C	Swmelar, Trustee/Mark W.	0006		No	No			\$126.92	912154
912155	10/15/2013	C	The S.A.A.N.Y.S.	0006		No	No			\$87.00	912155
912156	10/15/2013	C	United Teaching Assistant	0006		No	No			\$1,455.69	912156
912157	10/15/2013	C	United Way of Greater	0006		No	No			\$41.50	912157

# OSWEGO COUNTY BOCES

A/P Check Register

Bank Account: T&AKey - Key Bank - T&A Fund

Check Number	Check Date	Pay Type	Remit To	Warrant	Fund	Recorded	Void	Date	Reason	Check Amount	Check Number
912158	10/15/2013	C	Vote/Cope	0006		No	No			\$46.50	912158
1409AETNA	10/25/2013	E	J. P. Morgan Chase	0006		No	No			\$6,064.33	1409AETNA
1409AMERCE	10/25/2013	E	J. P. Morgan Chase	0006		No	No			\$50.00	1409AMERCE
1409CABANK	10/25/2013	E	J. P. Morgan Chase	0006		No	No			\$1,670.00	1409CABANK
1409CADARE	10/25/2013	E	J. P. Morgan Chase	0006		No	No			\$200.00	1409CADARE
1409CAPGUA	10/25/2013	E	J. P. Morgan Chase	0006		No	No			\$200.00	1409CAPGUA
1409EMPBEN	10/25/2013	E	J. P. Morgan Chase	0006		No	No			\$1,200.00	1409EMPBEN
1409EQUIT	10/25/2013	E	J. P. Morgan Chase	0006		No	No			\$2,600.00	1409EQUIT
1409ERS4	10/25/2013	E	NYS & Local Retirement Systems	0006		No	No			\$563.81	1409ERS4
1409ERS5	10/25/2013	E	NYS & Local Retirement Systems	0006		No	No			\$299.68	1409ERS5
1409ERS6	10/25/2013	E	NYS & Local Retirement Systems	0006		No	No			\$281.71	1409ERS6
1409ERSARR	10/25/2013	E	NYS & Local Retirement Systems	0006		No	No			\$83.22	1409ERSARR
1409ERSLON	10/25/2013	E	NYS & Local Retirement Systems	0006		No	No			\$1,620.00	1409ERSLON
1409FEDTAX	10/25/2013	E	Key Bank of Central NY	0006		No	No			\$78,064.26	1409FEDTAX
1409FICA	10/25/2013	E	Key Bank of Central NY	0006		No	No			\$80,286.63	1409FICA
1409FIDELI	10/25/2013	E	J. P. Morgan Chase	0006		No	No			\$400.00	1409FIDELI
1409IDSLIF	10/25/2013	E	J. P. Morgan Chase	0006		No	No			\$525.00	1409IDSLIF
1409LINCOL	10/25/2013	E	J. P. Morgan Chase	0006		No	No			\$411.90	1409LINCOL
1409MEDI	10/25/2013	E	Key Bank of Central NY	0006		No	No			\$18,790.28	1409MEDI
1409MET	10/25/2013	E	J. P. Morgan Chase	0006		No	No			\$790.41	1409MET
1409NORAMC	10/25/2013	E	J. P. Morgan Chase	0006		No	No			\$175.00	1409NORAMC
1409NY	10/25/2013	E	Key Bank of Central NY	0006		No	No			\$28,994.08	1409NY
1409OPPENH	10/25/2013	E	J. P. Morgan Chase	0006		No	No			\$4,385.59	1409OPPENH
1409OSWSCU	10/25/2013	E	New York State Processing Center	0006		No	No			\$92.00	1409OSWSCU
1409PFSINV	10/25/2013	E	J. P. Morgan Chase	0006		No	No			\$75.00	1409PFSINV
1409UNITYM	10/25/2013	E	J. P. Morgan Chase	0006		No	No			\$50.00	1409UNITYM
1409VANGUA	10/25/2013	E	J. P. Morgan Chase	0006		No	No			\$1,175.00	1409VANGUA
912159	10/30/2013	C	BOCES Supp/Employee Assn	0006		No	No			\$1,102.92	912159
912160	10/30/2013	C	BOCES Teachers Assoc.	0006		No	No			\$2,901.16	912160
912161	10/30/2013	C	HCC Life Insurance Company	0006		No	No			\$44,453.30	912161
912162	10/30/2013	C	HIGHER EDUC.SERVICES CORP	0006		No	No			\$30.00	912162
912163	10/30/2013	C	NYS Teachers Retirement	0006		No	No			\$3,915.50	912163
912164	10/30/2013	C	NYSUT Accounting	0006		No	No			\$1,325.69	912164
912165	10/30/2013	C	Oswego County Sheriff	0006		No	No			\$180.33	912165
912166	10/30/2013	C	Preferred Group Plan, Inc	0006		No	No			\$3,082.38	912166
912167	10/30/2013	C	Swimelar, Trustee/Mark W.	0006		No	No			\$126.92	912167
912168	10/30/2013	C	The S.A.A.N.Y.S.	0006		No	No			\$817.00	912168
912169	10/30/2013	C	The State Insurance Fund	0006		No	No			\$1,156.58	912169
912170	10/30/2013	C	United Teaching Assistant	0006		No	No			\$1,472.66	912170

Payment Types: C=Computer Check, A=Auto-cleared Payment, E=Electronic Transfer(Manual), M=Manual Check

**OSWEGO COUNTY BOCES**

A/P Check Register  
Bank Account: T&AKey - Key Bank - T&A Fund

Check Number	Check Date	Pay Type	Remit To	Warrant	Fund	Recorded	Void	Date	Reason	Check Amount	Check Number
912171	10/30/2013	C	United Way of Greater	0008		No	No			\$41.50	912171
912172	10/30/2013	C	Vote/Cope	0008		No	No			\$46.50	912172
<b>Subtotal for Bank Account: T&amp;AKey - Key Bank - T&amp;A Fund</b>										<b>\$555,691.29</b>	
<b>Void Total</b>										<b>\$0.00</b>	
<b>Net</b>										<b>\$555,691.29</b>	

**OSWEGO COUNTY BOCES**

A/P Check Register  
Bank Account: UnempKey - Key Bank - Unemployment

Check Number	Check Date	Pay Type	Remit To	Warrant	Fund	Recorded	Void	Date	Reason	Check Amount	Check Number
002047	10/15/2013	C	NYS Unemployment; Insurance	0005		No	No			\$47,391.48	002047
<b>Subtotal for Bank Account: UnempKey - Key Bank - Unemployment</b>											
									Grand Total	\$47,391.48	
									Void Total	\$0.00	
									Net	\$47,391.48	

Grand Total \$6,222,570.16  
Void Total (\$3,431.02)  
Net \$6,219,139.14

Selection Criteria

Bank Account: All  
Check date is between: 10/01/2013 and 10/31/2013  
Sort by: Warrant/Check Date  
Printed by GISELE BENIGNO



J.H. JAMES HUBER, Director of Exceptional Education

Phone 315-963-4315  
Fax 315-963-4391  
[jhuber@oswegoboces.org](mailto:jhuber@oswegoboces.org)

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MEMO

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TO: MICHAEL SHEPHERD  
FROM: VICKIE ROWE  
SUBJECT: STUDENT CLUB ACCOUNT REPORT  
DATE: NOVEMBER 8, 2013

Attached please find the September Student Club Account Reports for the Board of Education Meeting in November.

If you have any questions please let me know.

Attachment

## Oswego County BOCES

Student Club/Class Accounts Report September 1, 2013 through September 30, 2013

<u>Club/Class Account</u>	<u>9/1/2013 Beginning Balance</u>	<u>Deposits</u>	<u>Withdrawals</u>	<u>9/30/2013 Ending Balance</u>
Adult Health Occupations	\$ 328.73	\$0.00	\$0.00	\$328.73
Auto Body	\$ 415.14	\$0.00	\$0.00	\$415.14
Computer Exploration	\$ 364.52	\$0.00	\$0.00	\$364.52
Cosmetology	\$ 99.71	\$0.00	\$0.00	\$99.71
Deaf Education	\$ 601.90	\$0.00	\$0.00	\$601.90
Law Enforcement #873	\$ 505.17	\$0.00	\$0.00	\$505.17
Manufacturing Plus	\$ 2,980.28	\$0.00	\$0.00	\$2,980.28
Retailing I	\$ 11,775.69	\$1.96	\$0.00	\$11,777.65
Signature Club	\$ 3,400.64	\$0.00	\$0.00	\$3,400.64
Skills USA VICA	\$ 1,790.74	\$0.00	\$0.00	\$1,790.74
The Star Ceramics Club	\$ 276.08	\$0.00	\$0.00	\$276.08
S.T.E.R.N.	\$ 42.00	\$0.00	\$0.00	\$42.00
Vocational Training Prog	\$ 1,287.44	\$0.00	\$0.00	\$1,287.44
TOTAL:	\$23,868.04	\$1.96	\$0.00	\$23,870.00



KELLY R. WOOD, *Treasurer*

Phone 315-963-4203  
Fax 315-963-8477  
kwood@oswegoboces.org

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## INTEROFFICE MEMORANDUM

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**TO:** MICHAEL SHEPERD  
**FROM:** KELLY R. WOOD, TREASURER  
**SUBJECT:** FINANCIAL REPORTS FOR THE BOARD OF EDUCATION  
**DATE:** 11/5/2013  
**CC:** GISELE BENIGNO

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- Included in this packet please find, September 30, 2013 the following accounts:
- General Checking – The main checking account for Oswego County BOCES.
  - General Money Markets – Money Markets where all ACH deposits are made to and transfer out to other accounts. Money is transferred into the account to earn interest.
  - General Money Market Reserve Account - Money Market for Retirement Contribution, Employee Benefit, and Liability Reserve.
  - General Unemployment – Checking account to pay all unemployment taxes.
  - Federal Checking – Checking account for Adult Education, Grants, Preschool, Special Ed-Summer School.
  - Trust & Agency Checking – Checking account for employee's payroll deductions.
  - Trust & Agency Health Benefits – Checking account for employee's health benefits.
  - Trust & Agency Health Money Market – The health insurance reserve for active and retired employees. Money is transferred into the account to earn interest.
  - Trust & Agency Payroll – Checking account for the payment of the net payroll.
  - Capital – Checking account for all our capital projects.
  - Capital Money Market – Money is transferred into the account to earn interest.
  - OCTC Excess Fund – Oswego County Teacher Center excess savings account.
  - The Accounts Receivable Balance reflects all account balances as of October 31, 2013.
  - Please contact me if you have any questions.

OSWEGO COUNTY BOARD OF COOPERATIVE EDUCATIONAL SERVICES  
179 County Route 64, Mexico, New York 13114  
Christopher J. Todd, *District Superintendent/Executive Officer*



OSWEGO COUNTY BOCES  
TREASURER'S REPORT  
September 30, 2013

	(0028)	(0029)	(0030)	(0031)	(0032)	(0033)	(0034)	(0035)	(0036)	(0037)	(0038)	(0039)	(0040)	(0041)	(0042)	(0043)	(0044)	(0045)	(0046)	(0047)	(0048)	(0049)	(0050)	
	Check	MM-Key Bank	MM-Chase Bank	MM-Key Bank	Chrg	Health - Crg	Health Res	Repayl	Capitol-Crmm	Capitol-Crmm	Capitol-Crmm	Capitol-Crmm	Capitol-Crmm	Capitol-Crmm	Capitol-Crmm	Capitol-Crmm	Capitol-Crmm	Capitol-Crmm	Capitol-Crmm	Capitol-Crmm	Capitol-Crmm	Capitol-Crmm	Capitol-Crmm	
	(0028)	(0030)	(0031)	(0032)	(0033)	(0034)	(0035)	(0036)	(0037)	(0038)	(0039)	(0040)	(0041)	(0042)	(0043)	(0044)	(0045)	(0046)	(0047)	(0048)	(0049)	(0050)	(0051)	
Beginning Balance	211,736.53	1,340,249.48	2,049,582.64	3,638,625.60	10,022.16	56,791.30	185,111.03	4,925,653.03	1,485,945.06	1,499.88	892,740.89	150,000.45	4,807.01	1,013,397.32										
Cash Receipt	11,569,043.35	7,164,944.23	323.11	259.08		278,991.96	1,445,199.31	682,254.29	97.05	1,014,891.85	7,353,913.10	2.47	6.39	25,487,930.35										
Cash Disbursement	-1,013,429.15	-7,478,382.50	-300,000.00			-365,891.32	-1,575,373.44	-626,906.64	-704,127.47	-1,013,391.70	-45,298.83	0.00	0.00	-22,528,521.15										
Transfer from MM																								
Items in Transit																								
Ending Balance	1,462,370.73	1,026,611.11	1,749,305.75	3,638,924.68	10,022.16	478,891.94	57,927.40	468,312.68	763,814.63	0.00	8,217,805.15	150,000.92	4,807.40	17,972,805.96										
Balance per Bank	2,985,038.94	1,026,611.11	1,749,305.75	3,638,924.68	10,022.16	467,216.37	74,492.76	620,405.01	763,814.63	58,105.38	2,371,686.66	150,012.92	4,807.40	12,526,540.27										
Deposits in Transit	100,330.00					1,675.57	12,434.64				6,856,101.00			5,970,393.11										
Transfer outstanding						-500.00								-500.00										
Checks Outstanding	-1,725,067.81					-58,424.13	-31,648.47	-15,307.33		-88,103.98	-8,461.30			-1,534,026.82										
Ending Balance	1,462,370.73	1,026,611.11	1,749,305.75	3,638,924.68	10,022.16	478,891.94	57,927.40	468,312.68	763,814.63	0.00	8,217,805.15	150,012.92	4,807.40	17,972,805.96										

Accounts Receivable Balance YTD as of:	31-Oct-13	Invoice Mailed	31-Oct-13	31-Oct-13
General Fund	\$ 4,559,941.73		\$ 539,607.02	\$ 539,607.02
Outstanding Contract Payments	\$ 536,607.02		\$ -	\$ -
Current Contract Payments	\$ 4,122,436.02		\$ -	\$ -
Misc. Invoices	\$ 898.69		\$ -	\$ -
	\$ 4,559,941.73		\$ 539,607.02	\$ 539,607.02

Respectfully Submitted,  
KELLY R. WOOD  
TREASURER



GISÈLE BENIGNO, *Coordinator of Business Administration, PR & Special Projects*

Phone 315-963-4241

Fax 315-963-8477

[gbenigno@oswegoboces.org](mailto:gbenigno@oswegoboces.org)

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*MEMORANDUM*

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**TO:** Michael Sheperd  
Assistant Superintendent for Administrative Services

**FROM:** Gisèle Benigno  
Coordinator of Business Administration, PR & Special Projects

**RE:** Budget Status Report & Budget Transfers Greater than \$50K

**DATE:** November 4, 2013

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Enclosed is the Budget Status Report as of October 31, 2013.

The Oswego BOCES 2013-2014 initial budget is \$42,437,375. The report indicates adjustments totaling \$1,375,461 resulting in a current budget for 2013-2014 of \$43,812,836.

There were no budget transfers greater than \$50,000 between October 1, 2013 and October 31, 2013.

**OSWEGO COUNTY BOCES**

Budget Status Report As Of: 10/31/2013

Fiscal Year: 2014

Fund: A GENERAL FUND

Budget Account	Description	Initial Budget	Adjustments	Current Budget	Year-to-Date Expenditures	Encumbrances Outstanding	Unencumbered Balance	Available Balance
001 ADMINISTRATION		6,043,690.00	1,311.69	6,045,001.69	1,287,702.01	1,210,059.96	3,547,239.72	3,539,719.73
002 CAPITAL PROJECTS		155,950.00	0.00	155,950.00	500.00	0.00	155,450.00	155,450.00
101 CAREER & TECHNICAL EDUCATION		6,350,276.00	-186,460.46	6,163,815.54	971,792.52	4,394,122.01	797,901.01	797,121.05
200 Staffing 1:12:3 OCM BOCES		192,500.00	0.00	192,500.00	34,218.00	0.00	158,282.00	158,282.00
201 Exceptional Education 12:1:1		856,365.00	9,946.60	866,311.60	155,865.90	507,032.01	203,413.69	203,413.69
202 12:1:1 1/2 Day Work Study		415,072.00	-1,842.92	413,229.08	69,700.62	252,530.68	90,997.78	90,997.78
203 Exceptional Education 12:1:4		392,532.00	-4,006.98	388,525.02	64,057.00	308,324.75	16,143.26	16,143.26
205 Exceptional Education 8:1:1		244,402.00	-1,631.97	242,770.03	33,170.90	115,755.19	93,843.94	93,818.94
206 Staffing 1:6:1		26,000.00	0.00	26,000.00	3,357.33	0.00	22,642.67	22,642.67
207 Exceptional Education 6:1:1		3,714,792.00	-22,089.21	3,692,692.79	601,453.14	2,763,367.23	327,872.42	327,730.38
209 RESOURCE ROOM/NSLNT TCHR SRVCS		292,208.00	-3,272.64	288,935.36	56,191.97	225,283.69	7,460.70	7,460.70
210 OPT 3 OCM		65,000.00	0.00	65,000.00	7,278.80	0.00	57,721.20	57,721.20
211 Exceptional Ed Option E - CDS		15,000.00	0.00	15,000.00	0.00	0.00	15,000.00	15,000.00
217 Exceptional Education Day Treatment		2,036,670.00	120,409.60	2,157,079.60	269,844.49	961,946.25	925,288.86	300,485.89
223 Exceptional Education 1:1 TEACHER ASSIST		3,481,259.00	-37,188.01	3,444,070.99	598,666.92	2,027,263.57	818,090.50	818,090.50
300 Visually Impaired OCM BOCES		7,500.00	0.00	7,500.00	0.00	0.00	7,500.00	7,500.00
302 ITINERANT - VISUALLY IMPAIRED		464,689.00	-3,308.61	461,380.39	85,284.93	269,084.01	127,011.45	127,011.45
303 ITINERANT - HEARING IMPAIRED		1,368,065.00	-10,201.40	1,357,863.60	268,471.82	1,116,408.46	-27,026.68	-28,962.68
305 ITINERANT - SPEECH THERAPIST		337,921.00	-3,710.26	334,210.74	48,330.85	213,187.96	72,691.93	72,591.94
306 PHYSICAL EDUCATION		0.00	120,249.00	120,249.00	4,852.65	16,414.50	98,981.85	98,981.85
307 In-District Job Coach		0.00	0.00	0.00	-30.01	0.00	30.01	30.01
309 Shared School Business Official -OCM		75,000.00	0.00	75,000.00	0.00	0.00	75,000.00	75,000.00
321 ITINERANT - PUBLIC RELATIONS		168,284.00	123,417.00	291,701.00	80,910.36	131,659.47	79,131.17	79,084.21
330 HANDICAPPED RELATED SVC - PHYSICAL THERA		5,000.00	0.00	5,000.00	127.60	0.00	4,872.40	4,872.40
331 HANDICAPPED RELATED SVC - OCCU THERAPIST		65,294.00	-1,908.00	63,386.00	589.18	1,885.00	60,911.82	60,911.82
352 HANDICAPPED; OTHER ITINERANT		924,812.00	-12,024.58	912,787.42	141,551.43	627,755.29	143,480.70	143,480.70
355 Drivers Education - 10 Month		257,218.00	32,644.33	289,862.33	23,786.95	97,017.59	169,057.79	169,057.79
399 Disabilities, Other Monroe 1		0.00	26.01	26.01	26.01	0.00	0.00	0.00
402 Alternative Education-Secondary		862,103.00	160,758.64	1,022,861.64	218,594.76	721,917.07	82,359.81	82,292.76
406 GIFTED AND TALENTED PROGRAMS		26,739.00	-184.00	26,555.00	1,643.04	9,418.63	15,493.33	15,493.33
409 Altm Ed-Secondary- X-C Jeff Lewis		21,000.00	0.00	21,000.00	0.00	0.00	21,000.00	21,000.00
410 MIDDLE SCHOOL ALTERNATIVE EDUCATION		0.00	375,353.00	375,353.00	87,653.55	250,133.45	37,566.00	37,461.51
414 SUMMER SCHOOL - GENERAL EDUCATION		371,853.00	170,435.62	542,288.62	450,110.13	67,716.49	24,462.00	24,462.00
415 PERFORMING ARTS - AESTHETIC EDUCATION		1,275,548.00	-93.50	1,275,454.50	190,877.53	514,323.37	570,453.60	565,223.60
418 EXPLORATORY ENRICHMENT & PLANETARIUM		321,483.00	4,535.20	326,018.20	40,740.49	138,836.29	146,441.42	144,816.42
419 ENVIRONMENTAL EDUCATION		6,400.00	0.00	6,400.00	1,280.00	0.00	5,120.00	5,120.00
423 Hospital Bound Instruction-TST BOCES		400.00	0.00	400.00	0.00	0.00	400.00	400.00
424 Hospital Bound Instruction-GTS BOCES		2,000.00	0.00	2,000.00	0.00	0.00	2,000.00	2,000.00
425 Exploratory Enrichment		2,500.00	0.00	2,500.00	492.00	0.00	2,008.00	2,008.00

\* Includes a pending Budget Transfer Request

**Fund: A GENERAL FUND**

Budget Account	Description	Initial Budget	Adjustments	Current Budget	Year-to-Date Expenditures	Encumbrances Outstanding	Unencumbered Balance	Available Balance
426	Hospital Bound Instruction-OCM BOCES	12,500.00	0.00	12,500.00	0.00	0.00	12,500.00	12,500.00
428	Challenger Learning - Monroe #1	500.00	0.00	500.00	128.58	0.00	371.42	371.42
472	E-Learning Connec- OCM	0.00	8,715.03	8,715.03	17,430.06	0.00	-8,715.03	-8,715.03
477	DISTANCE LEARNING	201,477.00	12,652.15	214,129.15	55,737.64	119,174.25	39,217.26	39,217.26
502	Extracurricular Act Coord Jeff Lewis	700.00	0.00	700.00	62.34	0.00	637.66	637.66
504	STAFF DEVELOP-HOSTS & READING RECOVERY	5,000.00	0.00	5,000.00	4,035.80	0.00	964.20	964.20
507	PLANNING - INSTRUCTIONAL SUPPORT	209,073.00	-1,501.64	207,571.36	49,799.52	133,475.17	24,296.67	24,296.67
509	Instructional Technology-OCM BOCES	2,185,000.00	20,757.06	2,205,757.06	388,763.78	0.00	1,816,993.28	1,816,993.28
511	LEARNING TECHNOLOGIES	110,703.00	45,612.95	156,315.95	13,514.91	91,965.81	50,835.23	50,835.23
512	LIBRARY MEDIA	148,168.00	-1,107.00	145,061.00	21,745.36	27,917.31	95,398.33	95,398.33
513	Library Media OCM BOCES	5,500.00	0.00	5,500.00	1,004.06	0.00	4,495.94	4,495.94
514	MICROCOMPUTER REPAIR	313,301.00	-1,342.00	311,959.00	63,709.63	171,827.98	76,421.39	74,607.40
515	INSTRUCTIONAL TECHNOLOGY (CLO)	1,806,744.00	79,690.82	1,886,434.82	888,146.98	567,021.84	431,266.00	431,266.00
517	MODEL SCHOOLS	357,752.00	1,293.00	359,045.00	89,335.62	245,957.37	23,752.01	23,752.01
518	Cisco - Albany Scholarie-Schenctady Sara	2,500.00	0.00	2,500.00	0.00	0.00	2,500.00	2,500.00
526	HOME SCHOOL COORDINATION	14,403.00	-97.88	14,305.12	4,344.59	2,327.97	7,632.56	7,632.56
527	Home School GST BOCES	4,000.00	0.00	4,000.00	425.00	0.00	3,575.00	3,575.00
532	Staff Development: Other	0.00	10,130.00	10,130.00	1,075.51	0.00	9,054.49	9,054.49
533	SCHOOL/CURR IMPROVEMENT	530,628.00	109,649.93	640,277.93	245,801.20	352,736.18	41,740.55	41,651.55
534	LIBRARY AUTOMATION	47,694.00	11,771.28	59,465.28	18,344.07	23,864.53	17,266.68	17,266.68
535	Library Automation-OCM BOCES	25,000.00	0.00	25,000.00	4,350.00	0.00	20,650.00	20,650.00
537	LIBRARY COOPERATIVE COLLECTION DEVELOPME	200,653.00	45,807.06	246,460.06	149,012.13	23,368.06	74,079.87	74,079.87
540	ISS Curriculum Improvement-Cayuga BOCES	750.00	0.00	750.00	0.00	0.00	750.00	750.00
541	ISS Curriculum Improvement-Monroe 2	21,000.00	2,927.39	23,927.39	23,927.39	0.00	0.00	0.00
543	ISS Curriculum Improvement-Mad Oneida	5,000.00	0.00	5,000.00	0.00	0.00	5,000.00	5,000.00
546	ISS Curriculum Improvement-Capital Reg	500.00	0.00	500.00	0.00	0.00	500.00	500.00
549	ISS Curriculum- OCM BOCES	100,000.00	0.00	100,000.00	4,728.22	0.00	95,271.78	95,271.78
553	ISS CURR. Genesee Valley BOCES	1,700.00	0.00	1,700.00	0.00	0.00	1,700.00	1,700.00
554	School Improvement X-Contract Monroe 1	1,500.00	0.00	1,500.00	0.00	0.00	1,500.00	1,500.00
593	INSTRUCTIONAL MATERIALS DEVELOPMENT	72,500.00	0.00	72,500.00	13,815.33	0.00	58,684.67	58,684.67
599	PRINTING	287,755.00	33,250.08	321,005.08	250,323.49	-103,437.67	174,119.26	174,119.26
600	Pupil Transportation- OCM BOCES	200.00	0.00	200.00	60.58	0.00	139.42	139.42
601	TELECOMMUNICATIONS	750,000.00	0.00	750,000.00	176,884.18	0.00	573,115.82	573,115.82
602	TELEPHONE INTERCONNECT	560,000.00	0.00	560,000.00	106,715.70	0.00	453,284.30	453,284.30
603	PUPIL TRANSPORTAION - BOCES PROGRAMS H/C	0.00	0.00	0.00	72,557.04	-217,457.64	144,900.60	144,900.60
605	Planning Service -Eric 1 BOCES	19,000.00	0.00	19,000.00	8,214.96	0.00	10,785.04	10,785.04
606	COMPUTER SERVICE: ADM X-CONT OCM BOCES	2,600,000.00	38,715.65	2,638,715.65	603,472.03	0.00	2,035,243.62	2,035,243.62
608	Recruiting	5,000.00	0.00	5,000.00	1,431.00	0.00	3,569.00	3,569.00
610	PLANNING: MANAGEMENT SUPPORT	0.00	1,992.08	1,992.08	0.00	-6,900.00	8,892.08	8,892.08

\* Includes a pending Budget Transfer Request

**OSWEGO COUNTY BOCES**

Budget Status Report As Of: 10/31/2013  
Fiscal Year: 2014

**Fund: A GENERAL FUND**

Budget Account	Description	Initial Budget	Adjustments	Current Budget	Year-to-Date Expenditures	Encumbrances Outstanding	Unencumbered Balance	Available Balance
611	SUBSTITUTE COORDINATION	20,336.00	-125.00	20,411.00	3,459.28	246.83	16,704.89	16,704.89
612	SCHOOL/SAFETY RISK MANAGEMENT	153,864.00	-991.00	152,873.00	42,589.58	33,741.58	76,341.84	76,341.84
614	GASB45 Questar III	12,000.00	0.00	12,000.00	1,450.00	0.00	10,550.00	10,550.00
615	WORKERS COMP ADMIN	40,000.00	0.00	40,000.00	0.00	0.00	40,000.00	40,000.00
616	Safety/Risk OCM BOCES	0.00	121.50	121.50	243.00	0.00	-121.50	-121.50
617	Sub Coordination OCM	37,000.00	0.00	37,000.00	6,697.78	0.00	30,302.22	30,302.22
618	CBO - FINANCIAL TRACKING SRVC	37,000.00	0.00	37,000.00	3,670.00	0.00	33,330.00	33,330.00
620	Negotiations -OCM BOCES	75,000.00	0.00	75,000.00	15,350.00	0.00	59,650.00	59,650.00
622	GASB 45 -Capital Region BOCES	45,000.00	0.00	45,000.00	27,488.72	-10,000.00	27,511.28	27,511.28
623	GASB 45 Planning-Clinton Essex BOCES	24,000.00	0.00	24,000.00	1,600.00	0.00	22,400.00	22,400.00
624	Planning Service, Mgt-Questar III	55,000.00	0.00	55,000.00	27,450.00	0.00	27,550.00	27,550.00
627	Negotiation-Cayuga Onondaga BOCES	75,000.00	0.00	75,000.00	19,269.34	0.00	55,730.66	55,730.66
628	Safety/Risk Management-Jeff Lewis	0.00	0.00	0.00	3,000.00	0.00	-3,000.00	-3,000.00
630	EMPLOYEE ASSISTANCE PROGRAM	57,500.00	0.00	57,500.00	10,543.00	0.00	46,957.00	46,957.00
631	Medicaid Reimbursement Processing	16,500.00	0.00	16,500.00	0.00	0.00	16,500.00	16,500.00
635	STAC Processing - OCM	0.00	1,000.00	1,000.00	2,000.00	0.00	-1,000.00	-1,000.00
641	STAFF DEVELOPMENT - CLERICAL	0.00	1,000.00	1,000.00	0.00	1,000.00	0.00	0.00
643	Staff Development: Bus Drivers Jeff	0.00	60.00	60.00	60.00	0.00	0.00	0.00
665	Medicaid Reimbursement Processing	63,000.00	0.00	63,000.00	18,206.00	0.00	44,794.00	44,794.00
670	COOPERATIVE PURCHASING	60,831.00	7,521.00	68,352.00	59,336.82	-4,507.69	13,522.87	13,522.87
671	Energy Management OCM BOCES	50,500.00	0.00	50,500.00	9,706.00	0.00	40,794.00	40,794.00
676	Employee Benefit Coordination OCM BOCES	75,500.00	0.00	75,500.00	16,848.20	0.00	58,651.80	58,651.80
680	Assett (Records Mgmt)	16,500.00	0.00	16,500.00	4,860.00	0.00	11,640.00	11,640.00
701	OPERATIONS & MAINTENANCE	35,499.00	146,441.04	181,940.04	744,487.95	-1,126,310.56	563,762.65	560,939.65
703	Audio & TOD Services	0.00	0.00	0.00	22.95	69.55	-92.50	-92.50
711	INTERNAL TECHNOLOGY SUPPORT	18,899.00	33,021.00	51,920.00	284,927.91	-519,804.76	286,796.85	281,431.47
712	INSTRUCTIONAL SUPPORT SVCS ADMIN	4,203.00	-44,815.00	-40,412.00	85,703.99	-143,288.33	17,182.34	16,877.14
713	Internal Security	0.00	-288.40	-288.40	32,603.32	-87,562.10	54,670.38	54,670.38
715	Internal Safety	0.00	0.00	0.00	10,466.17	-13,639.47	3,173.30	3,173.30
720	Exceptional Education Administration	10,726.00	-13,404.00	-2,678.00	226,169.69	-380,191.90	151,344.21	151,344.21
721	STUDENT SERVICES ADMINISTRATION	2,098.00	-2,748.11	-650.11	147,813.75	-255,871.62	107,407.76	107,407.76
722	PLANNING, INSTRUCTION	1,702.00	-1,702.00	0.00	10,274.61	310.59	-10,585.20	-10,585.20
731	Occupational Therapy	0.00	0.00	0.00	0.00	0.00	0.00	0.00
732	Counsel Services	0.00	100.00	100.00	263.56	516.87	-680.43	-680.43
<b>Total GENERAL FUND</b>		<b>42,437,375.00</b>	<b>1,375,461.14</b>	<b>43,812,836.14</b>	<b>10,874,371.19</b>	<b>15,868,003.08</b>	<b>17,070,461.87</b>	<b>16,417,695.14</b>

\* Includes a pending Budget Transfer Request

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*Oswego County BOCES*  
*MEMORANDUM*

---

---

TO: BOCES Board of Education  
Mr. Christopher Todd

FROM: Lisa Spencer   
Claims Auditor

DATE: November 5, 2013

RE: **October Claims Auditor's Report**

---

Attached is a claims auditor's summary report for the month of October. This information details issues found with specific checks in the warrants as well as the corrective action taken.

Oswego County BOCES  
Internal Claims Auditor's  
Summary Report  
October, 2013

<i>Claims Error Analysis</i>	<i>October 15th check run</i>	<i>October 30th check run</i>
Original invoice needed		
Taxes not deducted from invoice		
Incorrect math calculation		
Conference approval documentation not submitted with reimbursement request		
Approval signature needed on invoice		
Check amount does not match invoice	1	
Receiving signature needed on purchase order		
Charged to incorrect budget code		
Question regarding appropriateness of expense		
Employee submitted mileage on day absent		1
Conference approval documentation not approved		
Discount available but not taken		
Check made payable to does not match invoice		
<b>Subtotals</b>	1	1
<b>Total claims processed in check run</b>	278	244
<b>Percentage error ratio per check run totals</b>	0.36%	0.41%
Number of demand checks	5	20
<b>Items of concern:</b>		









Gisèle Benigno, *Coordinator of Business Administration, PR & Special Projects*

Phone 315-963-4241  
Fax 315-963-8477  
gbcnigno@oswegoboces.org

---

## MEMORANDUM

---

**TO:** Christopher J. Todd, District Superintendent  
**FROM:** Gisèle Benigno, Coordinator of Business Administration  
**SUBJECT:** Approval of Surplus for November 20, 2013 Board Meeting  
**DATE:** November 4, 2013  
**CC:** Michael Shepcrd, Assistant Superintendent for Administrative Services  
Alyson Inman, School Purchasing Officer  
Tammy Bigelow, Receiving Clerk

---

I am recommending that the equipment listed on the enclosed documentation be deemed surplus and prepared for auction and/or disposal as per Oswego County BOCES Board Policy, as it has been determined the equipment is either obsolete, past repair, and/or of little practical value to the BOCES.

Enclosures



RECEIVED

Office of the Assistant Superintendent

Location Change or Disposal of Equipment

OCT 17 2013

Administrative Services  
Oswego County BOCES

Directions: Enter all information and check appropriate boxes. Sign at bottom and forward to Admin. Services for processing.

Description of Equipment\* DELL LATITUDE D600  
 Asset Tag # 05443 Serial Number 36K9741  
 Originally purchased with Grant Funds:  yes  no  I don't know  
 \* Please use reverse to add additional items if necessary

Surplus of Equipment (Board Action Required)

Recommended Action:

- Auction
- Discarded/Scrap
- Other (or Additional Details)

Reason for Disposal:

- Obsolete
- Unreparable
- No longer of practical use to the BOCES
- Other (or Additional Details)

BAD HARD DRIVE

Transfer of Equipment

Transfer from:

Department: \_\_\_\_\_

Room#: \_\_\_\_\_

Building: \_\_\_\_\_

Employee: \_\_\_\_\_

Transfer to:

Department: \_\_\_\_\_

Room#: \_\_\_\_\_

Building: \_\_\_\_\_

Employee: \_\_\_\_\_

JOANN POPP 10/15/13  
Requestor Date

*[Signature]* 10/15/13  
Director Date

*[Signature]* 10/18/13  
Assistant Superintendent Date  
For Admin. Services

OSWEGO COUNTY B.O.C.E.S.

PLI AS HERE  
05443

001-7 2013

Directions: Enter all information and check appropriate boxes. Sign at bottom and forward to Admin. Services for processing.  
Oswego County BOCES

Description of Equipment\* Dell Optiplex GX620  
 Asset Tag # 07182 Serial Number 48H1DB1  
 Originally purchased with Grant Funds:  yes  no  I don't know  
 \* Please use reverse to add additional items if necessary

**Surplus of Equipment (Board Action Required)**

<p><u>Recommended Action:</u></p> <input type="checkbox"/> Auction <input checked="" type="checkbox"/> Discarded/Scrap <input type="checkbox"/> Other (or Additional Details) _____ _____ _____	<p><u>Reason for Disposal:</u></p> <input type="checkbox"/> Obsolete <input checked="" type="checkbox"/> Unrepairable <input type="checkbox"/> No longer of practical use to the BOCES <input type="checkbox"/> Other (or Additional Details) <u>Bulding Caps</u> _____ _____
--	---

**Transfer of Equipment**

<p><u>Transfer from:</u></p> Department: _____ Room#: _____ Building: _____ Employee: _____	<p><u>Transfer to:</u></p> Department: _____ Room#: _____ Building: _____ Employee: _____
--	--

Jones Peet II 9/6/13  
 Requestor Date  
M. Shepard 10/2/13  
 Assistant Superintendent Date  
 For Admin. Services

Wesley C. Hines 10/2/13  
 Director Date



Directions: Enter all information and check appropriate boxes. Sign bottom and forward to Admin. Services for processing.  
Administrative Services  
Oswego County BOCES

Description of Equipment\* Dell Optiplex Gx620  
Asset Tag # 07178 Serial Number 39H1DB1  
Originally purchased with Grant Funds:  yes  no  I don't know  
\* Please use reverse to add additional items if necessary

**Surplus of Equipment (Board Action Required)**

Recommended Action:

- Auction
- Discarded/Scrap
- Other (or Additional Details)

Reason for Disposal:

- Obsolete
- Unrepairable
- No longer of practical use to the BOCES
- Other (or Additional Details)

Building Caps

**Transfer of Equipment**

Transfer from:

Department: \_\_\_\_\_  
Room#: \_\_\_\_\_  
Building: \_\_\_\_\_  
Employee: \_\_\_\_\_

Transfer to:

Department: \_\_\_\_\_  
Room#: \_\_\_\_\_  
Building: \_\_\_\_\_  
Employee: \_\_\_\_\_

Jones Dept II 9/16/13  
Requestor Date

Greg DeLong 10/2/13  
Director Date

M. K. Kernal 10/8/13  
Assistant Superintendent Date  
For Admin. Services



Administrative Services  
Oswego County BOCES  
*Directions: Enter all information and check appropriate boxes. Sign at bottom and forward to Admin. Services for processing.*

Description of Equipment\* Dell Optiplex GX620  
Asset Tag # 07180 Serial Number A8H1DB1  
Originally purchased with Grant Funds:  yes  no  I don't know  
\* Please use reverse to add additional items if necessary

**Surplus of Equipment (Board Action Required)**

<b>Recommended Action:</b>	<b>Reason for Disposal:</b>
<input type="checkbox"/> Auction	<input type="checkbox"/> Obsolete
<input checked="" type="checkbox"/> Discarded/Scrap	<input checked="" type="checkbox"/> Unrepairable
<input type="checkbox"/> Other (or Additional Details)	<input type="checkbox"/> No longer of practical use to the BOCES
_____	<input type="checkbox"/> Other (or Additional Details)
_____	<u>Building Caps</u>
_____	_____
_____	_____

**Transfer of Equipment**

<b>Transfer from:</b>	<b>Transfer to:</b>
Department: _____	Department: _____
Room#: _____	Room#: _____
Building: _____	Building: _____
Employee: _____	Employee: _____

Jones Peck II 9/16/13  
Requestor Date

Gregory D. Hines 10/2/13  
Director Date

[Signature] 10/8/13  
Assistant Superintendent Date  
For Admin. Services



Administrative Services  
Oswego County BOCES  
*Directions: Enter all information and check appropriate boxes. Sign at bottom and forward to Admin. Services for processing.*

Description of Equipment\* Dell Optiplex GX620  
Asset Tag # 07179 Serial Number 98H1DB1  
Originally purchased with Grant Funds:  yes  no  I don't know  
\* Please use reverse to add additional items if necessary

**Surplus of Equipment (Board Action Required)**

<u>Recommended Action:</u>	<u>Reason for Disposal:</u>
<input type="checkbox"/> Auction	<input type="checkbox"/> Obsolete
<input checked="" type="checkbox"/> Discarded/Scrap	<input checked="" type="checkbox"/> Unrepairable
<input type="checkbox"/> Other (or Additional Details)	<input type="checkbox"/> No longer of practical use to the BOCES
_____	<input type="checkbox"/> Other (or Additional Details)
_____	<u>Swollen Capacitors</u>
_____	_____
_____	_____

**Transfer of Equipment**

<u>Transfer from:</u>	<u>Transfer to:</u>
Department: _____	Department: _____
Room#: _____	Room#: _____
Building: _____	Building: _____
Employee: _____	Employee: _____

James Peck II 9/16/13  
Requestor Date  
M. Cooper 10/8/13  
Assistant Superintendent Date  
For Admin. Services

Shirley O'Hara 10/2/13  
Director Date



*Directions: Enter all information and check appropriate boxes. Sign at bottom and forward to Adm. Services for processing.*

011 - 7 2013

Administrative Services  
Oswego County BOCES

Description of Equipment\* Dell Optiplex Serial Number G7H1DB1

Asset Tag # 07181

Originally purchased with Grant Funds:  yes  no  I don't know

\* Please use reverse to add additional items if necessary

**Surplus of Equipment (Board Action Required)**

Recommended Action:

- Auction
- Discarded/Scrap
- Other (or Additional Details)

Reason for Disposal:

- Obsolete
- Unrepairable
- No longer of practical use to the BOCES
- Other (or Additional Details)

Swollen Capacitors

**Transfer of Equipment**

Transfer from:

Department: \_\_\_\_\_

Room#: \_\_\_\_\_

Building: \_\_\_\_\_

Employee: \_\_\_\_\_

Transfer to:

Department: \_\_\_\_\_

Room#: \_\_\_\_\_

Building: \_\_\_\_\_

Employee: \_\_\_\_\_

James Peck II 9/6/13  
Requestor Date

Mary Offenberg 10/2/13  
Director Date

[Signature] 10/8/13  
Assistant Superintendent Date  
for Admin. Services





Administrative Services  
*Directions: Enter all information and check appropriate boxes. Sign at bottom and forward to Admin. Services for processing.*

Description of Equipment\* Dell Optiplex GX620  
Asset Tag # 07175 Serial Number 59H10B1  
Originally purchased with Grant Funds:  yes  no  I don't know  
\* Please use reverse to add additional items if necessary

**Surplus of Equipment (Board Action Required)**

<u>Recommended Action:</u>	<u>Reason for Disposal:</u>
<input type="checkbox"/> Auction	<input type="checkbox"/> Obsolete
<input checked="" type="checkbox"/> Discarded/Scrap	<input checked="" type="checkbox"/> Unrepairable
<input type="checkbox"/> Other (or Additional Details)	<input type="checkbox"/> No longer of practical use to the BOCES
_____	<input type="checkbox"/> Other (or Additional Details)
_____	<u>Swollen Capacitors</u>
_____	_____
_____	_____

**Transfer of Equipment**

<u>Transfer from:</u>	<u>Transfer to:</u>
Department: _____	Department: _____
Room#: _____	Room#: _____
Building: _____	Building: _____
Employee: _____	Employee: _____

James Peck II 9/16/13  
Requestor Date

James Peck II 10/2/13  
Director Date

M. Klepach 10/8/13  
Assistant Superintendent Date  
For Admin. Services



RECEIVED  
Office of the Assistant Superintendent  
**Location Change or Disposal of Equipment**

OC1 - 7 2013

Directions: Enter all information and check appropriate boxes. Sign at bottom and forward to Admin. Services for processing.

Administrative Services  
Oswego County BOCES

Description of Equipment\* Dell Optiplex G4620  
Asset Tag # 07183 Serial Number 88H1DB1

Originally purchased with Grant Funds:  yes  no  I don't know

\* Please use reverse to add additional items if necessary

**Surplus of Equipment (Board Action Required)**

Recommended Action:

- Auction
- Discarded/Scrap
- Other (or Additional Details)

Reason for Disposal:

- Obsolete
- Unrepairable
- No longer of practical use to the BOCES
- Other (or Additional Details)

Swollen Capacitors

**Transfer of Equipment**

Transfer from:

Department: \_\_\_\_\_

Room#: \_\_\_\_\_

Building: \_\_\_\_\_

Employee: \_\_\_\_\_

Transfer to:

Department: \_\_\_\_\_

Room#: \_\_\_\_\_

Building: \_\_\_\_\_

Employee: \_\_\_\_\_

James Peck II 9/6/13  
Requestor Date

Mary O'Hara 10/2/13  
Director Date

[Signature] 10/8/13  
Assistant Superintendent Date  
For Admin. Services



**Location Change or Disposal of Equipment**

RECEIVED

Office of the Assistant Superintendent

Directions: Enter all information and check appropriate boxes. Sign at bottom and forward to Admin. Services for processing.

001 - 7 2013

Description of Equipment\* Dell Optiplex G670  
 Asset Tag # 07168      Social Security Number 8M84DB1  
 Originally purchased with Grant Funds:  yes     no     I don't know  
 \* Please use reverse to add additional items if necessary

**Surplus of Equipment (Board Action Required)**

Recommended Action:

- Auction
- Disposal Service (Tech Use Only)
- Discarded/Scrap
- Other (or Additional Details)

Reason for Action:

- Obsolete
- Unrepairable
- No longer of practical use to the BOCES
- Other (or Additional Details)

Bulldging Capacitors

**Transfer of Equipment**

Transfer from:

Department: \_\_\_\_\_

Room#: \_\_\_\_\_

Building: \_\_\_\_\_

Employee: \_\_\_\_\_

Transfer to:

Department: \_\_\_\_\_

Room#: \_\_\_\_\_

Building: \_\_\_\_\_

Employee: \_\_\_\_\_

Jonas Peet II      9/12/13  
 Requestor                      Date

Suey [Signature]      10/2/13  
 Director                      Date

[Signature]      10/8/13  
 Assistant Superintendent      Date  
 For Admin. Services



10/1 - 7 2013

Directions: Enter all information and check appropriate boxes. Sign at bottom and forward to Admin. Services for processing.

Administrative Services

Oswego County BOCES

Description of Equipment\* HP Laser Printer

Asset Tag # 02698 Serial Number QSDQ006016

Originally purchased with Grant Funds:  yes  no  I don't know

\* Please use reverse to add additional items if necessary

**Surplus of Equipment (Board Action Required)**

Recommended Action:

- Auction
- Disposal Service (Tech Use Only)
- Discarded/Scrap
- Other (or Additional Details)

Reason for Action:

- Obsolete
- Unrepairable
- No longer of practical use to the BOCES
- Other (or Additional Details)

Broken down

**Transfer of Equipment**

Transfer from:

Department: \_\_\_\_\_

Room#: \_\_\_\_\_

Building: \_\_\_\_\_

Employee: \_\_\_\_\_

Transfer to:

Department: \_\_\_\_\_

Room#: \_\_\_\_\_

Building: \_\_\_\_\_

Employee: \_\_\_\_\_

Requestor

Date

[Signature]  
Assistant Superintendent  
For Admin. Services

10/8/13  
Date

Director

Date

[Signature] 10/2/13

PLI OSWEGO COUNTY B.O.C.E.S. RE



02698

UCI - 7 2013

Directions: Enter all information and check appropriate boxes. Sign at bottom and forward to Admin. Services for processing.  
Oswego County BOCES

Description of Equipment\* Dell Precision 390  
Asset Tag # 08469 Serial Number HPK15D1  
Originally purchased with Grant Funds:  yes  no  I don't know  
\* Please use reverse to add additional items if necessary

**Surplus of Equipment (Board Action Required)**

Recommended Action:

- Auction
- Disposal Service (Tech Use Only)
- Discarded/Scrap
- Other (or Additional Details)

Reason for Action:

- Obsolete
- Unrepairable
- No longer of practical use to the BOCES
- Other (or Additional Details)

Swollen capacitors

**Transfer of Equipment**

Transfer from:

Department: PR

Room#: P205

Building: C110

Employee: Amy Rhinehart

Transfer to:

Department: \_\_\_\_\_

Room#: \_\_\_\_\_

Building: \_\_\_\_\_

Employee: \_\_\_\_\_

James Peckitt 9/30/13  
Requestor Date

Gregory A. Long 10/2/13  
Director Date

M. Cooper 10/8/13  
Assistant Superintendent Date  
for Admin. Services

PLEASE ATTACH TAG HERE  
N/A

UCI - 7 2013

Directions: Enter all information and check appropriate boxes. Sign at bottom and forward to Admin. Services for processing.  
Oswego County BOCES

Description of Equipment\* Dell Precision 390  
Asset Tag # 08768 Serial Number JPKJ501  
Originally purchased with Grant Funds:  yes  no  I don't know  
\* Please use reverse to add additional items if necessary

**Surplus of Equipment (Board Action Required)**

Recommended Action:

- Auction
- Disposal Service (Tech Use Only)
- Discarded/Scrap
- Other (or Additional Details)

Reason for Action:

- Obsolete
- Unrepairable
- No longer of practical use to the BOCES
- Other (or Additional Details)

~~Unrepairable~~ Bulging Caps

**Transfer of Equipment**

Transfer from:  
Department: PR  
Room#: P205  
Building: C110  
Employee: LaniCamp

Transfer to:  
Department: \_\_\_\_\_  
Room#: \_\_\_\_\_  
Building: \_\_\_\_\_  
Employee: \_\_\_\_\_

Janae Peck II 9/30/13  
Requestor Date

[Signature] 10/2/13  
Director Date

[Signature] 10/8/13  
Assistant Superintendent Date  
For Admin. Services

N/A  
PLEASE ATTACH TAG HERE



# Location Change or Disposal of Equipment

RECEIVED

Office of the Assistant Superintendent

UCI - 7 2013

Directions: Enter all information and check appropriate boxes. Sign at bottom and forward to Administrative Services for processing.  
Oswego County BOCES

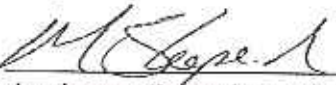
Description of Equipment\* DELL LATITUDE D630  
 Assct Tag # 11075 Serial Number 59LGWG1  
 Originally purchased with Grant Funds:  yes  no  I don't know  
 \* Please use reverse to add additional items if necessary

**Surplus of Equipment (Board Action Required)**

<p><b><u>Recommended Action:</u></b></p> <input type="checkbox"/> Auction <input checked="" type="checkbox"/> Discarded/Scrap <input type="checkbox"/> Other (or Additional Details) <hr/> <hr/> <hr/>	<p><b><u>Reason for Disposal:</u></b></p> <input type="checkbox"/> Obsolete <input checked="" type="checkbox"/> Unreparable <input type="checkbox"/> No longer of practical use to the BOCES <input type="checkbox"/> Other (or Additional Details) <u>BAD HARD DRIVE</u> <hr/> <hr/>
---	---

**Transfer of Equipment**

<p><b><u>Transfer from:</u></b>          Department: _____          Room#: _____          Building: _____          Employee: _____</p>	<p><b><u>Transfer to:</u></b>          Department: _____          Room#: _____          Building: _____          Employee: _____</p>
--	--

JOANN POPP                      10/2/13  
 Requestor    Date  
                      10/18/13  
 Assistant Superintendent                      Date  
 For Admin. Services

                      10/4/13  
 Director    Date



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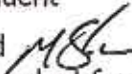
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**INTEROFFICE MEMORANDUM**

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---

**TO:** Christopher J. Todd  
District Superintendent

**FROM:** Michael J. Sheperd   
Assistant Superintendent for Administrative Services

**SUBJECT:** Resolution to Accept the Single Audit Report

**DATE:** 11/12/2013

**CC:**

---

Please find enclosed a final draft version of the Single Audit Report for the fiscal year ended June 30, 2013. The audit was performed by the firm of Raymond F. Wager, CPA, P.C.

As indicated on page 5 of the audit report, you will see that this is again a favorable audit report because there were no findings of material weakness or non-compliance and we are categorized as a "low risk" audltee.

Please note that the Audit Committee of the Board met with Tom Zuber on November 5, 2013 to review all documents. As a result of this meeting, the Committee is prepared to recommend that the Board of Education accept the report as enclosed.

Therefore, the following resolution may be presented for approval at the November 20, 2013 Board of Education meeting:

Resolution to accept the Single Audit Report:

BE IT RESOLVED, that the Oswego County Board of Cooperative Educational Services hereby accepts the Single Audit Report submitted by Raymond F. Wager, CPA, P.C. for the year ended June 30, 2013.

Thank you for your consideration of this matter.

MJS:mak

Enclosure





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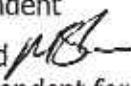
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**INTEROFFICE MEMORANDUM**

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---

**TO:** Christopher J. Todd  
District Superintendent

**FROM:** Michael J. Sheperd   
Assistant Superintendent for Administrative Services

**SUBJECT:** Resolution to Accept the Extraclassroom Activity Funds Financial Report and  
Administrative Response/Action Plan

**DATE:** 11/07/2013

**CC:**

---

Please find enclosed a final draft version of the Extraclassroom Activity Funds Financial Report for the fiscal year ended June 30, 2013. The audit was performed by the firm of Raymond F. Wager, CPA, P.C.

As you will read, the auditors have noted the successful implementation of corrective action for four prior year findings. In addition, some new items have been noted for our attention relative to pairing documentation of activity with records for transactions, and ensuring student involvement in preparation of profit/loss statements. Also, timely processing of deposits continues to be noted by the auditors. This is an ongoing challenge due to the demands of the Central Treasurer's "regular day job". But, as noted in the response, money is always kept secured in a safe until such time that it can be processed to the bank.

Please note that the Audit Committee of the Board met with Tom Zuber on November 5, 2013 to review all documents. As a result of this meeting, the Committee is prepared to recommend that the Board of Education accept the report as enclosed.

Therefore, the following resolution may be presented for approval at the November 20, 2013 Board of Education meeting:

Resolution to accept the Extraclassroom Activity Funds Financial Report and the Administrative Response/Action Plan:

BE IT RESOLVED, that the Oswego County Board of Cooperative Educational Services hereby accepts the Extraclassroom Activity Funds Financial Report submitted by Raymond F. Wager, CPA, P.C. for the year ended June 30, 2013 and the Administrative Response/Action Plan.

Thank you for your consideration of this matter.

MJS:mak  
Enclosures

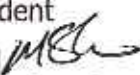


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**INTEROFFICE MEMORANDUM**

---

**TO:** Christopher J. Todd  
District Superintendent

**FROM:** Michael J. Sheperd   
Assistant Superintendent for Administrative Services

**SUBJECT:** Resolution to Amend Stipend for Treasurer of Student Fund Accounts

**DATE:** 11/07/2013

---

Please note that an error has been discovered in the stipend amount contained in resolution 8.16 appointing Vickie Rowe as Treasurer of Student Fund Accounts that was adopted at the Reorganizational Meeting in July.

I am therefore recommending the resolution below to amend the stipend amount for the Treasurer of Student Fund Accounts for the school year:

**8.16 Appointment of Treasurer of Student Fund Accounts**

WHEREAS at their July 10, 2013 Reorganizational Meeting, the Board passed a resolution authorizing the appointment of Vickie Rowe as Treasurer of Student Fund Accounts at a stipend of \$1,200 to be adjusted according to the negotiated contractual increase for the Support Staff bargaining unit, for the 2013-14 school year, and

WHEREAS the Director of Human Resources has indicated that the correct stipend amount for this position is \$1,250,

BE IT RESOLVED that the resolution 8.16 be amended to reflect the appointment of Vickie Rowe as Treasurer of Student Fund Accounts at a stipend of \$1,250 to be adjusted according to the negotiated contractual increase for the Support Staff bargaining unit, for the 2013-14 school year.

Please let me know if you have any questions.

MJS:mak



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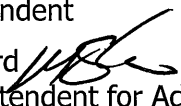
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**INTEROFFICE MEMORANDUM**

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---

**TO:** Christopher J. Todd  
District Superintendent

**FROM:** Michael J. Sheperd   
Assistant Superintendent for Administrative Services

**SUBJECT:** Resolution to Amend Energy Performance Contract

**DATE:** 11/18/2013

---

As you may recall, at the July 2012 Board meeting the Board passed a resolution to move forward with our Energy Performance Contract using Johnson Controls, Inc. At that time, the plan for the project included the Wind Turbine, which was subsequently removed following this resolution and execution of the resulting contract.

As such, a necessary step for final SED approval on our EPC is to amend the associated contract to reflect the removal of the turbine. To this end, JCI has prepared an amendment (see attached) reflecting this adjustment as well as some other minor updates including (in large part) building label adjustments, adjustments to parking lot lighting, elimination of a freezer, and additional transformer replacements. This document has been reviewed and ok'd by our attorney and by the construction managers. As a reminder, the original EPC contract was in the amount of \$2,560,239 and this amendment adjusts the total to \$2,023,910.

Please find below a resolution for consideration by the Board at their November 20<sup>th</sup> meeting.

WHEREAS at their July 2, 2012 meeting the Board passed a resolution to accept the energy performance contract proposal and to authorize moving forward with the Energy Performance Contract, and

WHEREAS following attorney review, the Energy Performance Contract document was executed by the BOCES Board President on August 3, 2012, and

WHEREAS the scope and details of the Energy Performance Contract included construction of a Wind Turbine, which was subsequently removed from the scope as per directive given by the Board at their meeting on March 20, 2013, and

WHEREAS it is necessary to amend the original Energy Performance Contract agreement and associated estimates and calculations reflective of updates and adjustments including the elimination of the Wind Turbine and other minor adjustments,

BE IT RESOLVED the Oswego County Board of Cooperative Educational Services approves Performance Contract Amendment #1 between Johnson Controls, Inc. and Oswego County BOCES in the amount of \$2,023,910 as presented.

MJS:mak

Enclosures

**PERFORMANCE CONTRACT AMENDMENT #1**

**PROJECT: Oswego County BOCES Performance Contract (the "Project")**

The undersigned hereby agree to the following modifications (this "Amendment #1") to the performance contract between Johnson Controls, Inc. ("JCI") and Oswego County BOCES ("Customer") dated July 12, 2012 (the "Agreement") for the Project. Notwithstanding any statement to the contrary, the parties hereto agree that the following terms in this Amendment #1 are incorporated into the Agreement and control and take precedence over any conflicting terms and conditions in the Agreement. Any terms not herein modified shall remain in full force and effect as set forth in the Agreement. Capitalized terms used but not otherwise defined in this Amendment #1 have the meaning ascribed to them in the Agreement.

**1. Terms & Conditions.**

**A. On page one of the Performance Contract agreement under Section 2 'Agreement Documents', the following reference shall be added immediately following 'Schedule 4 – Price and Payment Terms'.**

Attachment 1 – Lighting Detail

**2. Scope of Work – Schedule 1.**

The Scope of Work (Schedule 1) to the Agreement is modified as follows:

**B. In Schedule 1 on Page 9, Table 1 shall be deleted and replaced with the following Table 1:**

**Table 1**

Oswego County BOCES Facility Information 179 County Route 64 Mexico, New York 13114	
Building Number	Square Feet
Bldg. A1 (C-110)	107,010
Bldg. A2 (S-330)	27,060
Bldg. B (W-450)	7,460
Bldg. C (E-220/Stern Bldg.)*	18,870
Bldg. D (S-310)	4,500
Bldg. E (W-460)	3,000
Bldg. F (W-410)	1,360
Bldg. G (N-510/Hero Bldg.)	6,400
Bldg. H (N-520)	5,000
<b>Total Area (Sq. Ft)</b>	<b>180,660</b>

\*Square footage includes area of (E-210, E-220, E-230 & E-310)

**C. In Schedule 1 on Page 9, Table 2 shall be deleted and replaced with the following Table 2:**

**Table 2**

<b>A1 (C-110)</b> FIM-1 Lighting Upgrade FIM-2 Building Envelope FIM-3 Water Conservation FIM-4 Walk-in Cooler Controls FIM-6 Transformers FIM-7 Computer Power & Printer Management	<b>A2 (S-330)</b> FIM-1 Lighting Upgrade FIM-6 Transformers FIM-7 Computer Power & Printer Management
<b>B (W-450)</b> FIM-3 Water Conservation FIM-6 Transformers FIM-7 Computer Power & Printer Management	<b>C (E-220/Stem Bldg.)</b> FIM-2 Building Envelope FIM-3 Water Conservation FIM-6 Transformers FIM-7 Computer Power & Printer Management
<b>D (S-310)</b> FIM-6 Transformers	<b>E (W-460)</b> FIM-3 Water Conservation FIM-7 Computer Power & Printer Management
<b>F (W-410)</b> FIM-2 Building Envelope FIM-3 Water Conservation FIM-6 Transformers FIM-7 Computer Power & Printer Management	<b>G (N-510)</b> FIM-2 Building Envelope FIM-3 Water Conservation FIM-6 Transformers
<b>H (N-520)</b> FIM-1 Lighting Upgrade FIM-2 Building Envelope FIM-3 Water Conservation FIM-6 Transformers	

**D. In Schedule 1 Scope of Work on Page 10, the FIM 1 Lighting Upgrade scope of work shall be deleted and replaced with the following scope:**

**FIM-1 Lighting Upgrade**

**Buildings A1 (C110) and A2 (S330):** JCI will provide and install new interior energy efficient lighting fixtures and lighting controls. All required materials and labor to complete the work scope is included as outlined below:

- Provide and install/set in-place new lighting fixtures and lighting occupancy sensors including required mounting hardware and supports.
- Provide wiring from occupancy sensors to associated lighting fixtures.

Note: BOCES Capital Project scope of work is responsible to:

- Disconnect, remove and properly dispose of existing fixtures, lamps and ballasts.
- Provide all lighting fixture and occupancy sensor power, switched power and all terminations.

**FIM-1 Lighting Upgrade (continued)**

*Clarifications to the above lighting scope of work:*

- BOCES Capital Project scope of work is responsible providing and installing all new lighting system distribution power components such as but not limited to new power distribution panels, distribution cabling, and local room light switching). This scope of work includes no fixture wiring. JCI will provide wiring only from new occupancy sensors to associated fixtures.
- Removal and demolition of complete existing building lighting systems is provided by others.
- New lighting in areas of the final building structure that are new to the existing building structures is not included as new square footage work scope is not allowed within EPC projects per NYS law.
- Exit lighting systems and installation is not included.
- Emergency lighting units and installation is not included.
- Exterior building mounted lighting and installation is not included.
- Task or table-top lighting is not included.
- Removal, new or reconfiguring ceiling systems is not included.

**Buildings H (N520):** JCI will provide and install new exterior energy efficient lighting fixtures. All required materials and labor to complete the work scope is included as outlined below:

- Provide and install new exterior building flood lighting fixtures and a single parking lot pole fixture (pole to remain) including required mounting hardware.

**Site Lighting:** JCI will provide and install twenty (20) new exterior parking lot lighting fixtures (15 single head and 5 dual head) and fixture mounting poles. All required materials and labor to complete the work scope is included as outlined below:

- Provide and install new pole lighting fixtures and associated mounting pole including required mounting hardware and wiring from fixture down to pole base.

Note: BOCES Capital Project scope of work is responsible to:

- Disconnect, remove and properly dispose of existing fixtures, poles, and bases.
- Provide new pole base (if required) and all fixture wiring from new pole base to building power source.

Refer to Attachment 1 of this agreement for a detailed listing of the complete included lighting retrofit scope of work.

Proposed light levels will be in accordance with SED recommendations and will meet required building lighting codes.

**E. In Schedule 1 Scope of Work on Page 10, the FIM 2 Building Envelope scope of work shall be deleted and replaced with the following scope:**

**FIM-2 Building Envelope**

Infiltration/exfiltration is the rate of uncontrolled air exchange that occurs through unintentional building openings. Weather-stripping and caulk will be used to prevent structural leakage. All required materials and labor to complete this work scope is included. Quantities and dimensions (i.e. Linear Feet 'LF') of items included are listed below:

**Building A1 (C110)**

- 428' Roof/wall joint to be sealed.

**Building C (E220)**

- 6 Double commercial doors to be weather-stripped (6 previously weather-stripped).
- 5 Roof top ventilators to be opened, dampers lubed and perimeters sealed (20 LF).
- 4 Relief vents to be opened, dampers lubed and perimeters sealed (32 LF).
- 262' Roof/wall joint to be sealed.
- 312' Soffit to be sealed from interior (separate conditioned space from ventilated soffit).

**Building F (W410)**

- 2 Single commercial doors to be weather-stripped (2 previously weather-stripped).
- 78' Band joist to be insulated/sealed with 2" (58.5square feet).

**Building G (N510)**

- 5 Single commercial doors to be weather-stripped (4 previously weather-stripped).
- 6 Overhead doors to be weather-stripped (298 LF).
- 5 Roof top ventilators to be opened, damper lubed and perimeters sealed (28 LF).

**Building H (N520)**

- 2 Single commercial doors to be weather-stripped (2 previously weather-stripped).
- 4 Overhead doors to be weather-stripped (224 LF).

**F. In Schedule 1 Scope of Work on Page 11, the FIM 3 Water Conservation scope of work shall be deleted and replaced with the following scope:**

**FIM-3 Water Conservation**

The site buildings were analyzed for use of water saving devices. All required materials and labor to complete this work scope is included. Quantities and locations are listed below:

**Table 3**

<b>Building Name</b>	<b>A1</b>	<b>P1</b>
Building A1 (C110)	-	9
Building C (E220)	7	-
Building F (W410)	1	-
Building B (W450)	4	-
Building E (W460)	2	-
Building G (N510)	-	-
Building H (N520)	1	-
<b>Totals</b>	<b>15</b>	<b>9</b>

**Legend of retrofit:**

- **A1:** Restroom Faucet - Installation of 0.5 GPM flow restrictor.
- **P1:** Sinks - Installation of Pedal Valve on Sink.



**G. In Schedule 1 Scope of Work on Page 11, the FIM 4 Walk-in Cooler Controls scope of work shall be deleted and replaced with the following scope:**

**FIM-4 Walk-in Cooler Controls**

The existing Building A1 (C110) walk-in cooler equipment is being relocated to the new Culinary Arts Kitchen and employs standard evaporative fan and door heat controls. Although the evaporative fan motors are fractional horsepower, they run continually and are less efficient than alternatives that exist. Cooler has electric door heater controls to prevent condensation on the door frames. The electrical heating elements run continually and there is an opportunity for more efficient controls to reduce energy consumption while not compromising cooler operation.

**The scope of work for this measure includes:**

- Replace evaporative fan motors with brushless DC motors.
- Install anti-sweat door heater controls at each cooler.
- Install cooler control systems at the cooler.

All required materials and labor to complete this work scope is included.

**H. In Schedule 1 Scope of Work on Page 11, the FIM 5 50 kW Wind Turbine scope of work shall be deleted in its entirety:**

**I. In Schedule 1 Scope of Work on Page 12, the FIM 6 Transformers scope of work shall be deleted and replaced with the following scope:**

**FIM-6 Transformers**

Existing low efficiency power transformers in the renovated building area's will be removed and replaced with new high efficiency Powersmiths E-Saver-C3 (or equal) transformers. All required materials and labor to complete the work scope is included as outlined below:

- Provide and set in-place all new transformers.

Note: BOCES Capital Project scope of work is responsible to:

- Disconnect, remove and dispose of existing transformers.
- Provide all transformer primary/secondary power distribution cabling/terminations.
- Provide all required new housekeeping pads and suspension mounting systems.

Quantities and locations of transformers are listed below:

**Table 4**

<b>Building A1 (C110)</b>					
<b>Item No.</b>	<b>Location</b>	<b>Size kVA</b>	<b>Item No.</b>	<b>Location</b>	<b>Size kVA</b>
T1	Room C802	150	T9	Room G140B	150
T2	Room G165A	75			
T3	Room B150A	150	T11	Room E105A	15
T4	Room G110A	150	T12	Room F115A	15
T5	Room A185A	30	T13	Room D801	30
T6	Room F801	45	T14	Room B150A	45
T7	Room F115A	45	T15	Room G140B	15
T8	Room D140	45			

**FIM-6 Transformers (continued)**

Building A2 (S330)					
Item No.	Location	Size kVA	Item No.	Location	Size kVA
T16	Room H105A	45	T10	Room H803	225

Existing low efficiency power transformers at the locations below will be removed and replaced with new high efficiency Powersmiths E-Saver-C3 (or equal) transformers. All required materials and labor to complete the work scope is included as outlined below:

- Disconnect, remove and dispose of existing transformers.
- Provide and set in-place all new transformers.
- Provide transformer primary/secondary power distribution cabling/terminations.

Quantities and locations of transformers are listed below:

Various Campus Buildings					
Item No.	Location	Size kVA	Item No.	Location	Size kVA
<b>Building F (W410)</b>			<b>Building B (W450)</b>		
1	Basement	75	1	Boiler Room	25
			2	Boiler Room	75
			3	Boiler Room	112.5
<b>Building G (N510)</b>			<b>Building H (N520)</b>		
1	Main Shop	75	1	Mezzanine	30
<b>Building C (E220)</b>			<b>Building D (S310)</b>		
1	Main Level	30	1	Main Level	30
1	Main Level	50			

**J. In Schedule 1 Scope of Work on Page 12, the FIM 7 Computer Power & Printer Management scope of work shall be deleted and replaced with the following scope:**

**FIM-7 Computer Power & Printer Management**

This work scope will provide, install, and configure:

- Clean Technologies Partners Faronic PowerSave software package to provide remote power management for a total of 297 personal desktop computers
- Clean Technologies Partners GreenPrint software package to provide management of computer printer usage for a total of 200 personal desktop computers

**K. In Schedule 1 Scope of Work on Page 12, the General Notes paragraph shall be deleted and replaced with the following paragraph:**

**General Notes**

All Work will be completed in accordance with New York State/Local codes and will meet or exceed New York State Education Department requirements.

3. Assured Performance Guarantee – Schedule 2.

- L. *In Schedule 2 on Page 13, I. Project Benefits sections A. Certain Definitions and B. Project Benefits Summary shall be deleted and replaced with the following:*

I. PROJECT BENEFITS

- A. **Certain Definitions.** For purposes of this Agreement, the following terms have the meanings set forth below:

**Annual Project Benefits** are the portion of the projected Total Project Benefits to be achieved in any one year of the Guarantee Term.

**Annual Project Benefits Realized** are the Project Benefits actually realized for any one year of the Guarantee Term.

**Annual Project Benefits Shortfall** is the amount by which the Annual Project Benefits exceed the Annual Project Benefits Realized in any one year of the Guarantee Term.

**Annual Project Benefits Surplus** is the amount by which the Annual Project Benefits Realized exceed the Annual Project Benefits in any one year of the Guarantee Term.

**Baseline** is the mutually agreed upon data and/or usage amounts that reflect conditions prior to the installation of the Improvement Measures as set forth in Section IV below.

**Guarantee Period** is eighteen (18) years.

**Guarantee Term** will commence on the first day of the month next following the Substantial Completion date and will continue through the duration of the M&V Services, subject to earlier termination as provided in this Agreement.

**Installation Period** is the period beginning on JCI's receipt of Customer's Notice to Proceed and ending on the commencement of the Guarantee Term.

**Measured Project Benefits** are the utility savings and cost avoidance calculated in accordance with the methodologies set forth in Section III below.

**Project Benefits** are the Measured Project Benefits to be achieved for a particular period during the term of this Agreement.

**Total Project Benefits** are the projected Project Benefits to be achieved during the entire term of this Agreement.

- B. **Project Benefits Summary.** Subject to the terms and conditions of this Agreement, JCI and Customer agree that Customer will achieve a total of **\$2,627,101** in Energy Cost Avoidance and a total of **\$53,304** in Operations & Maintenance Cost Avoidance during the term of this Agreement, for a Total Project Benefit of **\$2,680,406** as set forth in the Total Project Benefits table below.

**M. In Schedule 2 on Page 14, Total Project Benefits Table 5 and associated footnotes shall be deleted and replaced with the table and footnotes below:**

**Table 5**

<b>Year</b>	<b>Energy Cost Avoidance<sup>1</sup></b>	<b>Operations &amp; Maintenance Cost Avoidance<sup>2</sup></b>	<b>Annual Guaranteed Savings</b>
1	\$122,691	\$2,277	\$124,969
2	\$125,145	\$2,345	\$127,490
3	\$127,648	\$2,415	\$130,063
4	\$130,201	\$2,488	\$132,688
5	\$132,805	\$2,562	\$135,367
6	\$135,461	\$2,639	\$138,100
7	\$138,170	\$2,718	\$140,888
8	\$140,934	\$2,800	\$143,733
9	\$143,752	\$2,884	\$146,636
10	\$146,627	\$2,970	\$149,598
11	\$149,560	\$3,059	\$152,619
12	\$152,551	\$3,151	\$155,702
13	\$155,602	\$3,246	\$158,848
14	\$158,714	\$3,343	\$162,057
15	\$161,888	\$3,443	\$165,332
16	\$165,126	\$3,547	\$168,673
17	\$168,429	\$3,653	\$172,082
18	\$171,797	\$3,763	\$175,560
<b>Total</b>	<b>\$2,627,101</b>	<b>\$53,304</b>	<b>\$2,680,406</b>

<sup>1</sup> Energy Cost Avoidance is a Measured Project Benefit. Energy Cost Avoidance figures in the table above are based on anticipated increases in unit energy costs as set forth in Section IV below.

<sup>2</sup> Operations & Maintenance Cost Avoidance figures in the table above are based on a mutually agreed fixed annual escalation rate of three percent (3%).

**N. In Schedule 2 on Page 14, within the Annual Measurement & Verification (M&V) Services section, the first paragraph shall be deleted and replaced with the following:**

**Annual Measurement and Verification (M&V) Services**

JCI shall provide M&V Services for a period of three (3) years starting on the first day of the month next following the Substantial Completion date. Within ninety (90) days of the commencement of the Guarantee Term, JCI will calculate the Measured Project Benefits achieved during the Installation Period applicable to such period and advise Customer of same. Any Project Benefits achieved during the Installation Period may, at JCI's discretion, be allocated to the Annual Project Benefits for the first year of the Guarantee Term. Within ninety (90) days of each anniversary of the commencement of the Guarantee Term, JCI will calculate the Measured Project Benefits achieved for the applicable year applicable to such period and advise Customer of same.

**O. In Schedule 2 on Page 17, the Non-Measured Project Benefits section shall be deleted and replaced with the following:**

**II. OPERATIONS & MAINTENANCE (O&M) COST AVOIDANCE**

*Customer has furnished the foregoing information to JCI, which information forms the basis of the O&M Project Benefits. Customer agrees that the O&M Project Benefits are reasonable and that the installation of the Improvement Measures will enable Customer to take actions that will result in the achievement of such Project Benefits.*

**Table 6**

<b>Oswego County BOCES O&amp;M Benefits Summary</b>		
<b>Annualized Operations &amp; Maintenance (O&amp;M) Cost Avoidance*</b>		
Computer Power & Printer Management F (W-410)	FIM-7	<b>(\$9)</b>
Computer Power & Printer Management E (W-460)	FIM-7	<b>(\$15)</b>
Computer Power & Printer Management A1 (C-110), A2 (S-330), B (W-450), C (E-220)	FIM-7	<b>\$2,301</b>
<b>Total First Year O&amp;M*</b>		<b>\$2,277</b>

\*O&M cost avoidance to escalate 3% annually

**P. In Schedule 2 on Page 18, the Lighting Material Cost Avoidance Tables 7 & 7a shall be deleted:**

**Q. In Schedule 2 on Page 19, the 50 kW Wind Turbine O&M Tables 8 & 8a shall be deleted:**

R. In Schedule 2 on Page 24, the Measured Energy Cost Avoidance Table 12 shall be deleted and replaced with the following table:

**Table 12**

<b>Oswego County BOCES Measured Energy Cost Avoidance Summary</b>		
<b>FIM Description</b>	<b>FIM Identification</b>	<b>First Year Projected Benefits</b>
<b>Energy Cost Avoidance</b>		
Lighting	FIM-1	\$65,766
Building Envelope	FIM-2	\$2,866
Water Conservation	FIM-3	\$2,654
Walk-in Cooler Controls	FIM-4	\$672
Transformers	FIM-6	\$39,814
Computer Power & Printer Management	FIM-7	\$10,920
<b>Total</b>		<b>\$122,691</b>

\*Measured Energy Cost Avoidance benefits are projected to increase 2% annually which are based on energy rate escalation as set forth in section IV below.

S. In Schedule 2 on Page 25, the FIM-1 Lighting Upgrade Table 13 shall be deleted and replaced with the following table:

**Table 13**

<b>FIM-1 Lighting Upgrade Energy Savings / Cost Avoidance</b>								
<b>Facility</b>	<b>Annual Electric Savings (kWh)</b>	<b>Electric Rate (IER) (\$/kWh)</b>	<b>Electric Energy Savings (\$)</b>	<b>Annual Demand Savings (kW)</b>	<b>Demand Rate (DR) (\$/kW)</b>	<b>Demand Cost Savings (\$)</b>	<b>Lighting Heating Penalty (\$)</b>	<b>Total</b>
A1 (C110) <sup>1,2</sup>	342,354	\$0.102	\$35,040	1,220	\$16.98	\$20,720	(\$5,179)	<b>\$50,582</b>
A2 (S330) <sup>2</sup>	75,759	\$0.102	\$7,754	293.4	\$16.98	\$4,983	(\$1,143)	<b>\$11,594</b>
H (N520)	32,587	\$0.110	\$3,591	-	\$10.64	-	-	<b>\$3,591</b>
<b>Totals</b>	<b>450,700</b>		<b>\$46,385</b>	<b>1513</b>		<b>\$25,704</b>	<b>(\$6,322)</b>	<b>\$65,766</b>

<sup>1</sup>A1 (C110) energy savings includes Site Parking Lighting savings(i.e. 19,360 kWh)

<sup>2</sup>Lighting energy savings includes Lighting Control savings

T. In Schedule 2 on Page 26, the FIM-2 Building Envelope Table 14 shall be deleted and replaced with the following table:

**Table 14**

FIM-2 Building Envelope Energy Savings / Cost Avoidance							
Facility	Annual Electric Savings (kWh)	\$/kWh	Electric Energy Savings (\$)	Annual MMBtu Savings	\$/MMBtu	Natural Gas Savings \$	Total \$ Savings
A1 (C110)	120	\$0.102	\$12	65	\$12.47	\$811	\$823
C (E220)	43	\$0.102	\$4	59	\$25.78	\$732	\$736
F (W410)	0	\$0.102	\$0	4	\$13.45	\$113	\$113
G (N510)	0	\$0.110	\$0	64	\$15.83	\$864	\$864
H (N520)	0	\$0.110	\$0	21	\$15.83	\$330	\$330
<b>Totals</b>	<b>162</b>		<b>\$17</b>	<b>213</b>		<b>\$2,849</b>	<b>\$2,866</b>

U. In Schedule 2 on Page 26, the FIM-3 Water Conservation Table 15 shall be deleted and replaced with the following table:

**Table 15**

FIM-3 Water Conservation Energy Savings / Cost Avoidance							
Facility	Natural Gas			Water			Total
	Annual MMBtu Savings	\$/MMBtu	Natural Gas Savings \$	kGals per Year Savings	Water Cost per kGal (\$)	Water Savings (\$)	
A1 (C110)	166	\$12.47	\$2,065	318	\$1.72	\$547	\$2,612
E (W460)	0.5	\$15.76	\$7	1	\$1.72	\$2	\$9
F (W410)	1	\$25.78	\$18	2	\$1.72	\$3	\$20
H (N-520)	1	\$15.83	\$10	1	\$1.72	\$2	\$12
<b>Totals</b>	<b>168</b>		<b>\$2,099</b>	<b>322</b>		<b>\$554</b>	<b>\$2,654</b>

V. In Schedule 2 on Page 27, the FIM-4 Walk-in Cooler Controls Table 16 shall be deleted and replaced with the following table:

**Table 16**

FIM-4 Walk-in Cooler Controls Electric Energy Savings / Cost Avoidance							
Facility	Annual Electric Savings (kWh)	Electric Rate (\$/kWh)	Electric Energy Savings (\$)	Annual Demand Savings (kW)	Demand Rate (\$/kW)	Demand Cost Savings (\$)	Total
A1 (C110)	6,105	\$0.102	\$625	3.24	\$16.98	\$47	\$672
<b>Totals</b>	<b>6,105</b>		<b>\$625</b>	<b>3</b>		<b>\$47</b>	<b>\$672</b>

W. In Schedule 2 on Pages 28 - 29, the FIM-5 50 kW Wind Turbine M&V section shall be deleted in its entirety:

X. In Schedule 2 on Page 30, the FIM-6 Transformers Table 18 shall be deleted and replaced with the following table:

**Table 18**  
**FIM-6 Transformers**  
**Electric Energy Savings / Cost Avoidance**

Facility	Annual Electric Savings (kWh)	Electricity Rate (\$/kWh)	Energy Cost Savings (\$)	Annual Demand Savings (kW)	Demand Rate (\$/kW)	Demand Cost Savings (\$)	Total
A1 (C110)	147,753	\$0.102	\$15,123	305	\$16.98	\$5,177	\$20,300
A2 (S330)	66,897	\$0.102	\$6,847	139	\$16.98	\$2,356	\$9,203
B (W450)	31,378	\$0.102	\$3,212	62	\$16.98	\$1,057	\$4,269
C (E220)	14,320	\$0.108	\$1,466	30	\$10.66	\$504	\$1,970
F (W410)	5,343	\$0.102	\$544	13	\$16.98	\$225	\$769
G (N510)	13,995	\$0.110	\$1,542	27	\$10.64	\$290	\$1,832
H (N520)	5,598	\$0.110	\$617	11	\$10.64	\$116	\$733
D (S310)	5,370	\$0.102	\$550	11	\$16.98	\$189	\$739
<b>Totals</b>	<b>290,654</b>		<b>\$29,899</b>	<b>598</b>		<b>\$9,915</b>	<b>\$39,814</b>

Y. In Schedule 2 on Page 31, the FIM-7 Computer Power & Printer Management Table 19 shall be deleted and replaced with the following table:

**Table 19**  
**FIM-7 Computer Power & Printer Management**  
**Electric Energy Savings / Cost Avoidance**

Facility	Number of PCs Controlled	School Days / Year	Annual Electric Savings (kWh)	Electricity Rate (\$/kWh)	Energy Cost Savings (\$)
A1 (C110)	154	250	55,346	\$0.102	\$5,665
A2 (S330)	20		7,188	\$0.102	\$736
B (W450)	60		21,564	\$0.102	\$2,207
C (E220)	40		14,376	\$0.108	\$1,471
E (W460)	14		5,031	\$0.102	\$512
F (W410)	9		3,235	\$0.102	\$329
<b>Totals</b>	<b>297</b>			<b>106,739</b>	



**Z. In Schedule 2 on Page 33 - 36, in the Baseline Calculations and Utility Rates section, Tables 20, 21 & 22 shall be deleted and replaced with the following tables:**

**Table 20**

Facility	Facility Area (Square Feet)	Allocated Billed Utilities Share Based on Square Feet	National Grid Account Numbers (Base Period)	National Grid Electric Rate	Total Electric Cost (\$)	Annual Energy Use (kWh)	Annual Billed Demand (kW)	Incremental Electric Rates (\$/kWh) IER	Demand Electric Rates (\$/kW) DR
Bldg. A1 (C-110)	107,010	73%	49449-70105E	SC3 T&D	\$210,682	1,295,737	4,642	\$0.1018	\$16.98
Bldg. A2 (S-330)	27,060	19%			\$53,276	327,658	1,174		
Bldg. F (W-410)	1,360	1%			\$2,678	16,468	59		
Bldg. B (W-450)	7,460	5%			\$14,687	90,330	324		
Bldg. E (W-460)	3,000	2%			\$5,906	36,326	130		
Bldg. C (E-220/Stern Bldg.)*	18,870	64%	37449-70100E	SC2D T&D	\$25,767	173,291	100	\$0.1083	\$10.66
Bldg. G (N-510/Hero Bldg.)	6,400	56%	85849-69100E	SC2D T&D	\$11,884	82,728	260	\$0.1102	\$10.64
Bldg. H (N-520)	5,000	44%			\$9,284	64,632	203		
<b>Totals</b>	<b>176,160</b>				<b>\$334,164</b>	<b>2,087,169</b>	<b>6,891</b>		

\*National Grid account # 37449-70100E serves four buildings at OCB (E-210, E-220, E-230, E-310). Each building was allocated a share of billed utilities based on square footage, (the percent allocations are 10%, 64%, 11%, & 15% respectively). Buildings E-210, E-230 & E-310 are not included in the performance contract project

**Baseline Calculations and Utility Rates section (continued)**

**Table 21**

Facility	Facility Area (Square Feet)	Allocated Billed Utilities Share Based on Square Feet	National Grid Account Numbers	Annual Natural Gas Cost (\$)	Annual Natural Gas Use (Therms)	Annual Natural Gas Rates (\$/Therms) NGR
Bldg. A1 (C-110)	107,010	70%	44990-63100G	\$52,389	42,369	\$1.247
Bldg. A2 (S-330)	27,060	18%		\$13,248	10,714	
Bldg. C (E-220/Stern Bldg.)	18,870	12%		\$9,238	7,471	
Bldg. F (W-410)	1,360	100%	78249-70100G	\$231	595	\$2.578
Bldg. B (W-450)	7,460	100%	01331-68000G	\$5,768	4,100	\$1.407
Bldg. E (W-460)	3,000	100%	11088-30003	\$2,339	1,484	\$1.576
Bldg. G (N-510/Hero Bldg.)	6,400	100%	85849-69100G	\$9,741	7,243	\$1.345
Bldg. H (N-520)	5,000	100%	21730-60003G	\$2,384	1,506	\$1.583
<b>Totals</b>	<b>176,160</b>			<b>\$95,338</b>	<b>75,482</b>	

**Table 22**

Facility	Facility Area (Square Feet)	Water Cost \$/kGal
A1 (C-110), A2 (S-330), B (W-450), C (E-220)	160,400+	\$1.72
Bldg. F (W-410)	1,360	\$1.72
Bldg. B (W-450)	3,000	\$1.72
Bldg. H (N-520)	5,000	\$1.72
<b>Totals</b>	<b>9,360</b>	

**AA. In Schedule 4 on Page 41, the Price and Payment Terms section, shall be deleted and replaced with the following:**

**PRICE AND PAYMENT TERMS**

Customer shall make payments to JCI pursuant to this Schedule 4.

1. Work. The price to be paid by the Customer for the Work shall be \$2,023,910 (the "Agreement Price"). Payments (including payment for materials delivered to JCI and Work performed on and off-site) shall be made to JCI as follows:
  - i. An invoice for an Initial Payment (30% or \$607,173) will be submitted by JCI to Customer within five (5) business days after the Agreement is fully executed and Customer project financing is in place, for project development, start up, initial project mobilization and other costs incurred by JCI not previously reimbursed by Customer. This invoice shall be paid to JCI within five (5) business days of receipt of invoice.
  - ii. The remainder of the Agreement Price will be invoiced via monthly progress invoices using standard AIA G702/703 forms. The Customer shall make progress payments promptly within ten (10) days of its receipt of an invoice. Payments that remain unpaid after thirty (30) days shall be subject to a monthly service charge of one and one-half percent (1 1/2%) per month.
  - iii. Final payment, constituting the entire unpaid balance for the Work, shall be made to JCI within 30 days after the Substantial Completion Date.
  - iv. Payments may be withheld on account of any breach of this Agreement by JCI and claims by third parties (including JCI subcontractors and material suppliers), but only to the extent that written notice has been provided to JCI and JCI has failed, within ten days of the date of receipt of such notice, to provide adequate security to protect Customer from any loss, cost, or expense related to such claims.
  
2. M&V Services. Measurement & Verification services for Years 1 through 3 of the Guarantee Term are included in the price of the Agreement as detailed above in Section 1 'Work'. The Customer may request additional years of M&V Services beyond Year 3 by submitting a request to JCI in writing no later than sixty (60) days before the end of the then-current year of the Guarantee Term. The price for continued M&V Services will be negotiated at that time.

The undersigned agree to the foregoing modifications to the Agreement for the Project, and agree that this Amendment #1 is hereby incorporated into the Agreement this \_\_\_\_ day of \_\_\_\_\_, 2013.

**OSWEGO COUNTY BOCES**

**JOHNSON CONTROLS, INC.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

**ATTACHMENTS**

- I. *Attachment 1 Lighting Line-by-Line Detail shall be added to the agreement.*

## PERFORMANCE CONTRACT

This Performance Contract (this "Agreement") is made this 12<sup>th</sup> day of July, 2012 between:

### PARTIES

JOHNSON CONTROLS, INC. ("JCI")  
105 Twin Oaks Drive  
Syracuse, NY 13206

and

OSWEGO COUNTY BOCES ("Customer")  
179 County Route 64  
Mexico, NY 13114

### RECITALS

**WHEREAS**, Customer desires to retain JCI to perform the work specified in Schedule 1 (Scope of Work) hereto (the "Work") relating to the installation of the improvement measures (the "Improvement Measures") described therein; and

**WHEREAS**, Customer is authorized and empowered under applicable Laws (as defined below) to enter into this Agreement, and has taken all necessary action under applicable Laws to enter into this Agreement; and

**WHEREAS** JCI has conducted an energy audit of Customer's facilities and made recommendations for improved energy efficiency; and

**WHEREAS**, Customer has selected JCI to perform the Work after it determined JCI's proposal submitted in response to a Request for Proposal (RFP) was the most advantageous to Customer in accordance with all applicable procurement and other Laws and to undertake such Work through an energy performance contract entered into in accordance with Article 9 of the New York Energy Law.

**NOW, THEREFORE**, in consideration of the mutual promises set forth herein, the parties agree as follows:

### AGREEMENT

- 1. SCOPE OF THE AGREEMENT.** JCI shall perform the Work set forth in Schedule 1. After the Work is Substantially Complete (as defined below) and the Certificate of Substantial Completion is executed by Customer the Architect/Engineer] of Record (as defined below in paragraph 3) and JCI, JCI shall provide the assured performance guarantee (the "Assured Performance Guarantee") and the measurement and verification services (the "M&V Services") set forth in Schedule 2 (Assured Performance Guarantee). Customer shall make payments to JCI for the Work and the M&V Services in accordance with Schedule 4 (Price and Payment Terms).
- 2. AGREEMENT DOCUMENTS:** In addition to the terms and conditions of this Agreement, the following Schedules are incorporated into and shall be deemed an integral part of this Agreement:

Schedule 1 – Scope of Work  
Schedule 2 – Assured Performance Guarantee  
Schedule 3 – Customer Responsibilities  
Schedule 4 – Price and Payment Terms

**[NOTE: The performance contracting project will contain its own Division 1 specifications, which will be different from what applies to the Capital Project. Mosaic will develop these with JCI.]**

- 3. ARCHITECT OF RECORD.** The Customer has identified Mosaic Associates as the certified Architect of Record (Architect) to provide architectural services in connection with the Work to be performed by JCI (Architectural Services). The fees and total compensation for such Architectural Services shall be the sole responsibility of JCI. Both JCI and Customer agree and acknowledge that the Architect owes its/his/her professional obligations and duties, including duties of care to JCI and the Customer. The Architect shall remain free from any financial interest in the Agreement which conflicts with the proper completion of its/his/her responsibilities under this Agreement and which conflicts with its/his/her responsibilities and duties to the Customer.
- 4. NOTICE TO PROCEED; SUBSTANTIAL COMPLETION; M&V SERVICES.** This Agreement shall become effective on the date of the last signature on the signature page below. Pursuant to 8 NYCRR §155.20, this Agreement is subject to the approval of the Commissioner of Education of the State of New York. After receipt of written approval from the New York State Education Department ("NY SED"), and after Customer has secured financing in accordance with Paragraph 31 of this Agreement, JCI shall commence performance of the Work and shall achieve Substantial Completion of the Work by the Substantial Completion date, which shall be the date on which Customer and Architect execute a Certificate of Substantial Completion.

For purposes of this Agreement, "Substantial Completion" means that JCI has provided sufficient materials and services to permit Customer to operate the Improvement Measures. The M&V Services shall commence on the first day of the month following the month in which Customer executes a Certificate of Substantial Completion and shall continue throughout the Guarantee Term, subject to earlier termination of the Assured Performance Guarantee as provided herein. Customer acknowledges and agrees that if, for any reason, it (i) cancels or terminates receipt of M&V Services, (ii) fails to pay for M&V Services in accordance with Schedule 4, (iii) fails to fulfill any of Customer's responsibilities necessary to enable JCI to complete the Work and provide the M&V Services, or (iv) otherwise cancels, terminates or materially breaches this Agreement, and does not cure such breach or default within ten (10) days, the Assured Performance Guarantee shall automatically terminate and JCI shall have no liability thereunder, as set forth in further detail in Schedule 2.

- 5. DELAYS AND IMPACTS.** If JCI is delayed in the commencement, performance, or completion of the Work and/or M&V Services by causes beyond its control and without its fault, including but not limited to inability to access property; concealed or unknown conditions encountered at the project, differing from the conditions represented by Customer in the bid documents or otherwise disclosed by Customer to JCI prior to the commencement of the Work; a Force Majeure (as defined below) condition; failure by Customer to perform its obligations under this Agreement; or failure by Customer to cooperate with JCI in the timely completion of the Work, JCI shall provide written notice to Customer of the existence, extent of, and reason for such delays and impacts. Under such circumstances, an equitable adjustment in the time for performance, price and payment terms, and the Assured Performance Guarantee shall, subject to approval by the NY SED, be made.
- 6. ACCESS.** Customer shall provide JCI, its subcontractors, and its agents reasonable and safe access to all facilities and properties in Customer's control that are subject to the Work and M&V Services. Customer further agrees to assist JCI, its subcontractors, and its agents to gain access to facilities and properties that are not controlled by Customer but are necessary for JCI to complete the Work and provide the M&V Services. An equitable adjustment in the time for performance, price and payment terms, and Assured Performance Guarantee shall, subject to approval by the NY SED, be made as a result of any failure to grant such access.
- 7. PERMITS, TAXES, AND FEES.** Unless otherwise specified in Schedule 3 (Customer Responsibilities), JCI shall be responsible for obtaining all building permits required for it to perform the Work. Unless otherwise specified in Schedule 1 (Scope of Work), Customer shall be responsible for obtaining all other permits, licenses, approvals, permissions and certifications, including but not limited to, all zoning and land use changes or exceptions required for the provision of the Work or the ownership and use of the Improvement Measures. JCI shall not be obligated to provide any changes to or improvement of the facilities or any portion thereof required under any applicable building, fire, safety, sprinkler or other applicable code, standard, law, regulation, ordinance or other requirement unless the same expressly regulates the installation of the Improvement Measures. Without limiting the foregoing, JCI's obligations with respect to the Work is not intended to encompass any changes or improvements that relate to any compliance matters (whether known or unknown)

that are not directly related to the installation of the Improvement Measures or which have been imposed or enforced because of the occasion or opportunity of review by any governmental authority. Customer shall be responsible for and shall pay when due all assessments, charges and sales, use, property, excise, or other taxes now or hereafter imposed by any governmental body or agency upon the provision of the Work or the M&V Services, implementation or presence of the Improvement Measures, the use of the Improvement Measures or payments due to JCI under this Agreement, other than taxes upon the net income of JCI. Customer shall also be responsible for real or personal property taxes relating to equipment or material included in the Improvement Measures. Any fees, taxes, or other lawful charges paid by JCI on account of Customer shall become immediately due from Customer to JCI.

8. **WARRANTY.** JCI will perform the Work, including all necessary labor, materials, equipment and supplies, in a professional, workman-like manner. JCI will promptly re-perform any non-conforming Work for no charge, as long as Customer provides written notice to JCI within one (1) year following Substantial Completion or such other period identified in Schedule 1. If JCI installs or furnishes goods or equipment under this Agreement, and such goods or equipment are covered by an end-user warranty from their manufacturer, JCI will transfer the benefits of such warranty to Customer. The foregoing remedy with respect to the Work, together with any remedy provided by goods or equipment manufacturers, shall be Customer's sole and exclusive remedies for warranty claims. Customer agrees that the one (1) year period following Substantial Completion, or such other period identified in Schedule 1, shall be a reasonable time for purposes of submitting valid warranty claims with respect to the Work. These exclusive remedies shall not have failed of their essential purpose so long as JCI transfers the benefits of any goods or equipment end-user warranty to Customer and remains willing to re-perform any non-conforming Work for no charge within the one (1) year period described above or such other period identified in Schedule 1. **NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE PROVIDED BY JCI.** This warranty does not extend to any Work that has been abused, altered, or misused, or repaired by Customer or third parties without the supervision or prior written approval of JCI. Except with respect to goods or equipment manufactured by JCI and furnished to Customer hereunder, for which JCI shall provide its express written manufacturer's warranty, JCI shall not be considered a merchant or vendor of goods or equipment.
9. **CLEANUP.** JCI shall keep the premises and the surrounding area free from accumulation of waste materials or rubbish caused by the Work and, upon completion of the Work, JCI shall remove all waste materials, rubbish, tools, construction equipment, machinery, and surplus materials.
10. **SAFETY; COMPLIANCE WITH LAWS.** JCI shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Work and M&V Services. Each of JCI and Customer shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities (collectively, "Laws") in connection with its performance hereunder.
11. **ASBESTOS-CONTAINING MATERIALS AND OTHER HAZARDOUS MATERIALS.**

Asbestos-Containing Materials: Neither party desires to or is licensed to undertake direct obligations relating to the identification, abatement, cleanup, control, removal or disposal of asbestos-containing materials ("ACM"). Consistent with applicable Laws, Customer shall supply JCI with any information in its possession relating to the presence of ACM in areas where JCI undertakes any Work or M&V Services that may result in the disturbance of ACM. It is JCI's policy to seek certification for facilities constructed prior to 1982 that no ACM is present, and Customer shall provide such certification for buildings it owns, or aid JCI in obtaining such certification from facility owners in the case of buildings that Customer does not own, if JCI will undertake Work or M&V Services in the facility that could disturb ACM. If either Customer or JCI becomes aware of or suspects the presence of ACM that may be disturbed by JCI's Work or M&V Services, it shall promptly stop the Work or M&V Services in the affected area and notify the other. As between Customer and JCI, Customer shall be responsible at its sole expense for addressing the potential for or the presence of ACM in conformance with all applicable Laws and addressing the impact of its disturbance before JCI continues with its Work or M&V Services, unless JCI had actual knowledge that ACM was present and acted with intentional disregard of that knowledge, in which case (i) JCI shall be responsible at its sole expense for remediating areas impacted by the disturbance of the ACM, and (ii) Customer shall resume its responsibilities for the ACM after JCI's remediation has been completed.

**Other Hazardous Materials:** JCI shall be responsible for removing or disposing of any Hazardous Materials (as defined below) that it uses in providing Work or M&V Services ("JCI Hazardous Materials") and for the remediation of any areas impacted by the release of JCI Hazardous Materials. For other Hazardous Materials that may be otherwise present at Customer's facilities ("Non-JCI Hazardous Materials"), Customer shall supply JCI with any information in its possession relating to the presence of such materials if their presence may affect JCI's performance of the Work or M&V Services. If either Customer or JCI becomes aware of or suspects the presence of Non-JCI Hazardous Materials that may interfere with JCI's Work or M&V Services, it shall promptly stop the Work or M&V Services in the affected area and notify the other. As between Customer and JCI, Customer shall be responsible at its sole expense for removing and disposing of Non-JCI Hazardous Materials from its facilities and the remediation of any areas impacted by the release of Non-JCI Hazardous Materials, unless JCI had actual knowledge that Non-JCI Hazardous Materials were present and acted with intentional disregard of that knowledge, in which case (i) JCI shall be responsible at its sole expense for the remediation of any areas impacted by its release of such Non-JCI Hazardous Materials, and (ii) Customer shall remain responsible at its sole expense for the removal of Non-JCI Hazardous Materials that have not been released and for releases not resulting from JCI's performance of the Work or M&V Services. For purposes of this Agreement, "Hazardous Materials" means any material or substance that, whether by its nature or use, is now or hereafter defined or regulated as a hazardous waste, hazardous substance, pollutant or contaminant under applicable Law relating to or addressing public or employee health and safety and protection of the environment, or which is toxic, explosive, corrosive, flammable, radioactive, carcinogenic, mutagenic or otherwise hazardous or which is or contains petroleum, gasoline, diesel, fuel, another petroleum hydrocarbon product, or polychlorinated biphenyls. "Hazardous Materials" specifically includes mold and lead-based paint and specifically excludes ACM. JCI shall have no obligations relating to the identification, abatement, cleanup, control, removal, or disposal of mold, regardless of the cause of the mold.

**Environmental Indemnity:** To the fullest extent permitted by Law, Customer shall indemnify and hold harmless JCI and JCI's subcontractors, and their respective directors, officers, employees, agents, representatives, shareholders, affiliates, and assigns and successors, from and against any and all losses, costs, damages, expenses (including reasonable legal fees and defense costs), claims, causes of action or liability, directly or indirectly, relating to or arising from the Customer's use, or the storage, release, discharge, handling or presence of ACM or Non-JCI Hazardous Materials on, under or about the facilities, or Customer's failure to comply with this Section 10.

12. Subject to the terms of this Section 10, and to the fullest extent permitted by Law, JCI shall indemnify and hold harmless Customer and its directors, officer, employees, assigns and successors, from and against all losses, costs, damages, expenses (including reasonable legal fees and defense costs), claims, causes of action or liability, to the extent relating to or arising out of JCI's use, storage, release, discharge or handling of ACM or JCI Hazardous Materials at the Customer's facilities or JCI's failure to comply with this Section 10. **CHANGE ORDERS.** The parties, without invalidating this Agreement, may request changes in the Work to be performed under this Agreement, consisting of additions, deletions, or other revisions to the Work ("Change Orders"). The price and payment terms, time for performance and, if necessary, the Assured Performance Guarantee, shall be equitably adjusted in accordance with the Change Order. Such adjustments shall be determined by mutual agreement of the parties. Any contract changes must be submitted, together with all supporting documentation to the NY SED for review and approval. JCI may delay performance until adjustments arising out of the Change Order are clarified and agreed upon. Any Change Order must be signed by an authorized representative of each party. If concealed or unknown conditions are encountered at the project, differing from the conditions represented by Customer in the bid documents or otherwise disclosed by Customer to JCI prior to the commencement of the Work, price and payment terms, time for performance and, if necessary, the Assured Performance Guarantee, shall, subject to the approval of the NY SED, be equitably adjusted. Claims for equitable adjustment may be asserted in writing within a reasonable time from the date a party becomes aware of a change to the Work by written notification. Failure to promptly assert a request for equitable adjustment, however, shall not constitute a waiver of any rights to seek any equitable adjustment with respect to such change.
13. **CUSTOMER FINANCING; TREATMENT; TAXES.** The parties acknowledge and agree that JCI is not making any representation or warranty to Customer with respect to matters not expressly addressed in this Agreement, including, but not limited to:



- (a) Customer's ability to obtain or make payments on any financing associated with paying for the Improvement Measures, related services, or otherwise;
- (b) Customer's proper legal, tax, accounting, or credit rating agency treatment relating to this Agreement; and
- (c) the necessity of Customer to raise taxes or seek additional funding for any purpose.

Customer is solely responsible for its obligations and determinations with respect to the foregoing matters. In addition, the parties acknowledge and agree that Customer shall be responsible to comply, at its cost and expense, with all Laws that may be applicable to it relating to performance contracting, including, without limitation, any requirements relating to the procurement of goods and/or services and any legal, accounting, or engineering opinions or reviews required or obtained in connection with this Agreement.

**14. INSURANCE.** JCI shall maintain insurance in amounts no less than those set forth below in full force and effect at all times until the Work has been completed, and shall provide a certificate evidencing such coverage promptly following Customer's request therefor.

COVERAGES	LIMITS OF LIABILITY
Workmen's Compensation Insurance or self insurance, including Employer's Liability	Statutory
Commercial General Liability Insurance	\$5,000,000 Per Occurrence \$5,000,000 Aggregate
Comprehensive Automobile Liability Insurance	\$5,000,000 Combined Single Limit

The above limits may be obtained through primary and excess policies.

Customer shall be responsible for obtaining builder's risk insurance coverage for the Improvement Measures and shall at all times be responsible for any loss or casualty to the Improvement Measures. Customer shall also maintain insurance coverage, of the types and in the amounts customary for the conduct of its business, throughout the term of this Agreement.

JCI shall indicate Customer as an additional insured under its general liability policy with respect to liability arising out of operations performed by them or on behalf of JCI and to the extent such losses are as a result of JCI's negligence or intentional misconduct. JCI's Commercial General Liability Insurance shall be primary and non-contributory, unless any loss, claim or action is caused by the negligence of the additional insured.

JCI shall provide the Customer with a Performance Bond and a labor and Materials Payment bond, written by a company licensed to do business in the State of New York, written on an AIA A311 (1970 edition) form in an amount equal to the value of the contract.

**15. INDEMNIFICATION.** To the fullest extent permitted by applicable Law, each party shall indemnify the other with respect to any third party claim alleging bodily injury, including death, or property damage to the extent such injury or damage is caused by the negligence or willful misconduct of the indemnifying party. A condition precedent to any obligation of a party to indemnify the other pursuant to this Section 14 shall be for the indemnified party to promptly advise the indemnifying party of the claim pursuant to the notice provision of this Agreement.

**16. LIMITATION OF LIABILITY.** NEITHER JCI NOR CUSTOMER WILL BE RESPONSIBLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, REMOTE, PUNITIVE, EXEMPLARY, LOSS OF PROFITS OR REVENUE, LOSS OF USE, OR SIMILAR DAMAGES, REGARDLESS OF HOW CHARACTERIZED AND REGARDLESS OF A PARTY HAVING BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSSES OR RELIEF, ARISING IN ANY MANNER FROM THIS AGREEMENT, THE WORK, THE IMPROVEMENT MEASURES, THE PREMISES, THE M&V SERVICES, OR OTHERWISE. WITHOUT LIMITING JCI'S EXPRESS OBLIGATIONS UNDER THE ASSURED PERFORMANCE GUARANTEE, JCI'S LIABILITY UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, SHALL IN NO EVENT EXCEED THE AMOUNT OF THE PAYMENTS ACTUALLY RECEIVED BY JCI UNDER


SCHEDULE 4. If this Agreement covers fire safety or security equipment, Customer understands that JCI is not an insurer regarding those services, and that JCI shall not be responsible for any damage or loss that may result from fire safety or security equipment that fails to prevent a casualty loss. The foregoing waivers and limitations are fundamental elements of the basis for this Agreement between JCI and Customer, and each party acknowledges that JCI would not be able to provide the work and services contemplated by this Agreement on an economic basis in the absence of such waivers and limitations, and would not have entered into this Agreement without such waivers and limitations.

- 17. FORCE MAJEURE.** Neither party will be responsible to the other for damages, loss, injury, or delay caused by conditions that are beyond the reasonable control, and without the intentional misconduct or negligence of that party. Such conditions (each, a "Force Majeure") include, but are not limited to: acts of God; acts of government agencies; strikes; labor disputes; fires; explosions or other casualties; thefts; vandalism; riots or war; acts of terrorism; electrical power outages; interruptions or degradations in telecommunications, computer, or electronic communications systems; changes in Laws; or unavailability of parts, materials or supplies.
- 18. JCI'S PROPERTY.** All materials furnished or used by JCI personnel and/or JCI subcontractors or agents at the installation site, including documentation, schematics, test equipment, software and associated media remain the exclusive property of JCI or such other third party. Customer agrees not to use such materials for any purpose at any time without the express authorization of JCI. Customer agrees to allow JCI personnel and/or JCI subcontractors or agents to retrieve and to remove all such materials remaining after installation or maintenance operations have been completed. Customer acknowledges that any software furnished in connection with the Work and/or M&V Services is proprietary and subject to the provisions of any software license agreement associated with such software.
- 19. DISPUTES.** JCI and Customer will attempt to settle any controversy, dispute, difference, or claim between them concerning the performance, enforcement, or interpretation of this Agreement (collectively, "Dispute") through direct discussion in good faith, but if unsuccessful, will submit any Dispute to non-binding mediation in the nearest major metropolitan area of the state where the project is performed. If the parties are unable to agree on a mediator or a date for mediation, either party may request JAMS, Inc. to appoint a mediator and designate the time and procedure for mediation. Such mediator shall be knowledgeable, to each party's reasonable satisfaction, with respect to matters concerning construction law. Neither JCI nor Customer will file a lawsuit against the other until not less than sixty (60) days after the mediation referred to herein has occurred, unless one or both parties is genuinely and reasonably concerned that any applicable statute of limitations is on the verge of expiring. JCI AND CUSTOMER HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL AS TO ANY CLAIM OR CAUSE OF ACTION BASED UPON, ARISING OUT OF OR DIRECTLY OR INDIRECTLY RELATED TO THIS AGREEMENT, INCLUDING CONTRACT, TORT AND STATUTORY CLAIMS, AND EACH OF THE PARTIES HERETO ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH HAS RELIED ON THIS WAIVER IN ENTERING INTO THIS AGREEMENT, AND THAT EACH WILL CONTINUE TO RELY ON THIS WAIVER IN THEIR RELATED FUTURE DEALINGS UNDER THIS AGREEMENT.
- 20. GOVERNING LAW.** This Agreement and the construction and enforceability thereof shall be interpreted in accordance with the laws of the state where the Work is conducted. The venue for any proceedings shall be New York State Supreme Court for the County of Oswego.
- 21. MODIFICATIONS.** Additions, deletions, and modifications to this Agreement may be made upon the mutual agreement of the parties in writing. The parties contemplate that such modifications may include, but are not limited to, the installation of additional improvement measures, energy conservation measures, facility improvement measures, and operational efficiency improvements or furnishing of additional services within the identified facilities, as well as other facilities owned or operated by the Customer. These modifications may take the form of additional phases of work or modifications to the original scope of Work or Services and shall be subject to approval by the NY SED.
- 22. CONSENTS; APPROVALS; COOPERATION.** Whenever Customer's consent, approval, satisfaction or determination shall be required or permitted under this Agreement, and this Agreement does not expressly state that Customer may act in its sole discretion, such consent, approval, satisfaction or determination shall not be unreasonably withheld, qualified, conditioned or delayed, whether or not such a "reasonableness"

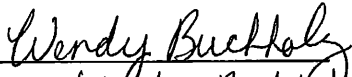
standard is expressly stated in this Agreement. Whenever Customer's cooperation is required by JCI in order to carry out JCI's obligations hereunder, Customer agrees that it shall act in good faith and reasonably in so cooperating with JCI and/or JCI's designated representatives or assignees or subcontractors. Customer shall furnish decisions, information, and approvals required by this Agreement in a timely manner so as not to delay the performance of the Work or M&V Services.

- 23. FURTHER ASSURANCES.** The parties shall execute and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Agreement.
- 24. INDEPENDENT CONTRACTOR.** The relationship of the parties hereunder shall be that of independent contractors. Nothing in this Agreement shall be deemed to create a partnership, joint venture, fiduciary, or similar relationship between the parties.
- 25. POWER AND AUTHORITY.** Each party represents and warrants to the other that (i) it has all requisite power and authority to execute and deliver this Agreement and perform its obligations hereunder, (ii) all corporate, board, body politic, or other approvals necessary for its execution, delivery, and performance of this Agreement have been or will be obtained, and (iii) this Agreement constitutes its legal, valid, and binding obligation.
- 26. SEVERABILITY.** In the event that any clause, provision, or portion of this Agreement or any part thereof shall be declared invalid, void, or unenforceable by any court having jurisdiction, such invalidity shall not affect the validity or enforceability of the remaining portions of this Agreement unless the result would be manifestly inequitable or materially impair the benefits intended to inure to either party under this Agreement.
- 27. COMPLETE AGREEMENT.** It is understood and agreed that this Agreement contains the entire agreement between the parties relating to all issues involving the subject matter of this Agreement. No binding understandings, statements, promises or inducements contrary to this Agreement exist. This Agreement supersedes and cancels all previous agreements, negotiations, communications, commitments and understandings with respect to the subject matter hereof, whether made orally or in writing. Each of the parties to this Agreement expressly warrants and represents to the other that no promise or agreement which is not herein expressed has been made to the other, and that neither party is relying upon any statement or representation of the other that is not expressly set forth in this Agreement. Each party hereto is relying exclusively on the terms of this Agreement, its own judgment, and the advice of its own legal counsel and/or other advisors in entering into this Agreement. Customer acknowledges and agrees that any purchase order issued by Customer associated with this Agreement is intended only to establish payment authority for Customer's internal accounting purposes. No purchase order shall be considered a counteroffer, amendment, modification, or other revision to the terms of this Agreement.
- 28. HEADINGS.** The captions and titles in this Agreement are for convenience only and shall not affect the interpretation or meaning of this Agreement.
- 29. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, all of which when taken together shall constitute one single agreement between the parties.
- 30. NOTICES.** All notices or communications related to this Agreement shall be in writing and shall be deemed served if and when sent by facsimile or mailed by certified or registered mail: to Johnson Controls, Inc. at the address listed on the first page of this Agreement, ATTN: Regional Solutions Manager, with a copy to Johnson Controls, Inc., ATTN: General Counsel – Building Efficiency Americas, 507 East Michigan Street, Milwaukee, Wisconsin, 53202; and to Customer at the address listed on the first page of this Agreement.
- 31.** Pursuant to the New York Energy Law 9-103(2), this contract shall be deemed executory only to the extent of the monies appropriated and available for the purpose of the contract, and no liability on account therefor shall be incurred beyond the amount of such monies. It is understood that neither this contract nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available monies for the purpose of the contract. Pursuant to 8 NYCRR §155.20, this Agreement is subject to the approval of the Commissioner of Education of the State of New York.

OSWEGO COUNTY BOCES

Signature:   
Printed Name: John Shefferson  
Title: Board of Ed, President  
Date: 8/3/12

JOHNSON CONTROLS, INC.

Signature:   
Printed Name: Wendy Buchholz  
Title: Area General Manager  
Date: 8-10-12

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**SCOPE OF WORK**

**Table 1**

<b>Oswego County BOCES Facility Information 179 County Route 64 Mexico, New York 13114</b>	
<b>Building Number</b>	<b>Square Feet</b>
C-110	107,010
S-330	27,060
W-410	1,360
W-450	7,460
W-460	3,000
E-220	18,870
N-510	6,400
N-520	5,000
<b>Total Area (Sq Ft)</b>	<b>176,160</b>
<b>Burton Ramer Technical Career Center (Post Retrofit Combined Buildings of C-110, S-330, W-450, E-220)</b>	<b>160,400+</b>

**SUMMARY OF MEASURES:** Table 2 below summarizes the Facility Improvement Measures (FIMs) included in the Energy Performance Contract for Oswego County BOCES facilities.

**Table 2**

<b>Burton Ramer Technical Career Center New Oswego County BOCES Building (Post Retrofit Combined Buildings C-110, S-330, W-450 &amp; E-220)</b>	
FIM-1	Lighting Upgrade
FIM-2	Building Envelope
FIM-3	Water Conservation
FIM-4	Walk-in Cooler/Freezer Controls
FIM-5	50KW Wind Turbine
FIM-6	Transformers
FIM-7	Computer Power & Printer Management
<b>Building W-410</b> FIM-2 Building Envelope FIM-3 Water Conservation FIM-6 Transformers FIM-7 Computer Power & Printer Management	<b>Building W-460</b> FIM-3 Water Conservation FIM-7 Computer Power & Printer Management
<b>Building N-510</b> FIM-2 Building Envelope FIM-6 Transformers	<b>Building N-520</b> FIM-2 Building Envelope FIM-3 Water Conservation FIM-6 Transformers

**FIM-1 Lighting Upgrade**

**Burton Ramer Technical Career Center:** JCI will provide and install new energy efficient lighting fixtures and lighting controls throughout the renovated building square footage (existing buildings C110, S330 and W450). A detailed description of the retrofit lighting scope of work is detailed in a Lighting Line-by-Line (LBL) within the Detailed Energy Audit (DEA) document.

*Clarifications to lighting scope of work:*

- BOCES Capital Project scope of work is responsible providing and installing all new lighting system distribution power components such as but not limited to new power distribution panels, distribution cabling, lighting fixture support cabling and local space light switching). This scope of work includes only wiring from a switched power connection point/junction box (provided by the BOCES Capital Project) located within 6' of related lighting fixture(s) provided and installed by JCI. JCI will provide wiring from junction box to related lighting fixture(s) and space occupancy sensor(s) where applicable.
- Removal and demolition of complete existing building lighting systems is provided by others.
- New lighting in areas of the final building structure that are new to the existing building structures is not included as new square footage work scope is not allowed within EPC projects per NYS law.
- Exit lighting systems and installation is not included.
- Emergency lighting units and installation is not included.
- Exterior building mounted lighting and installation is not included.
- Task or table-top lighting is not included.
- Removal, new or reconfiguring ceiling systems is not included.
- JCI is providing and installing (not wiring) listed ceiling lighting fixtures designated to receive emergency power (as shown by BOCES Capital Project drawing note reference symbol "EL"). Battery backup ballasts for these same locations are not included.

Proposed light levels will be in accordance with SED recommendations and will meet required building lighting codes.

**FIM-2 Building Envelope**

Infiltration/exfiltration is the rate of uncontrolled air exchange that occurs through unintentional building openings. Weather-stripping and caulk will be used to prevent structural leakage. All required materials and labor to complete this work scope is included. Quantities and dimensions (i.e. Linear Feet 'LF') of items included are listed below:

**C110**

- 428' Roof/wall joint to be sealed and coated with DC315 fireproof coating.

**E220**

- 6 Double commercial doors to be weather-stripped (6 previously weather-stripped).
- 5 Roof top ventilators to be opened, dampers lubed and perimeters sealed (20 LF).
- 4 Relief vents to be opened, dampers lubed and perimeters sealed (32 LF).
- 262' Roof/wall joint to be sealed and coated with DC315 fireproof coating.
- 312' Soffit to be sealed and coated with DC315 fireproof coating from interior (separate conditioned space from ventilated soffit).

**W410 F**

- 2 Single commercial doors to be weather-stripped (2 previously weather-stripped).
- 78' Band joint to be insulated/sealed with 2" foam and coated with DC315 fireproof coating (58.5 square feet).

**N510 G**

- 5 Single commercial doors to be weather-stripped (4 previously weather-stripped).
- 6 Overhead doors to be weather-stripped (298 LF).
- 5 Roof top ventilators to be opened, damper lubed and perimeters sealed (28 LF).

**N520 H**

- 2 Single commercial doors to be weather-stripped (2 previously weather-stripped).
- 4 Overhead doors to be weather-stripped (224 LF).

**FIM-3 Water Conservation**

The site buildings were analyzed for use of water saving devices. All required materials and labor to complete this work scope is included. Quantities and locations are listed below:

**Table 3**

Building Name	A1	P1
C110	-	9
E220	7	-
W410	1	-
W450	4	-
W460	2	-
N510	-	-
N520	1	-
<b>Totals</b>	<b>15</b>	<b>9</b>

**Legend of retrofit:**

- **A1:** Restroom Faucet - Installation of 0.5 GPM flow restrictor.
- **P1:** Sinks - Installation of Pedal Valve on Sink.

**FIM-4 Walk-in Cooler/Freezer Controls**

The serving kitchen existing single walk-in cooler and single walk-in freezer employ standard evaporative fan and door heat controls. Although the evaporative fan motors are fractional horsepower, they run continually and are less efficient than alternatives that exist. Cooler and freezers have electric door heater controls to prevent condensation on the door frames. The electrical heating elements run continually and there is an opportunity for more efficient controls to reduce energy consumption while not compromising cooler operation.

The scope of work for this measure includes:

- Replace evaporative fan motors with brushless DC motors.
- Install anti-sweat door heater controls at each cooler / freezer.
- Install cooler control systems at each cooler / freezer.

All required materials and labor to complete this work scope is included.

**FIM-5 50 KW Wind Turbine**

A 50 KW Endurance E-3120 wind turbine will be provided and installed on campus. This FIM is based on Mosaic Associates' Wind Turbine Project design documents (NYSED # 46900000007008) as follows:

- Design drawing set dated June 17, 2011
- Design specification document dated June 23, 2011.

Exceptions to the above reference design scope are as follows:

- FAA obstruction lighting system as detailed in spec. section 34791 and ancillary equipment is not included. In addition, the local power feed to building W410 is not included.
- Wind generator protective relay as detailed in spec. section 34784-1 is not included. SEL 547 protective relay is provided with E-3120 turbine. This unit is UL listed and utility approved.
- JCI's scope of Work excludes any plumbing work related to this FIM-5 that is shown in the Mosaic Associates' Wind Turbine Project design documents.

**Notes:**

1. The above referenced design documents will be modified to reflect final design and will be incorporated into this project's NYSED submission design document package.
2. If the scope of this FIM changes for any reason, including but not limited to BOCES Capital Project modifications occurring after this design was completed in June 2011 or changes to the location of the turbine during the NYSED design process, the cost for this FIM and the related portion of the assured performance guarantee may also change accordingly, and an amendment to the Agreement may be required to memorialize any such changes.

**Schedule 1**

- The design process for this FIM involves applying for a State Environmental Quality Review (SEQR). If the SEQR application is processed but not approved, this FIM will be removed from the scope of Work, and the related portion of the assured performance guarantee will be adjusted, via amendment to the Agreement.

**FIM-6 Transformers**

Existing low efficiency power transformers will be removed and replaced with new high efficiency Powersmiths E-Saver-C3 (or equal) transformers. All required materials and labor to complete the work scope below is included:

- Disconnect, remove and dispose of existing transformers.
- Provide and set in-place all new transformers.
- Complete both primary and secondary power connections at new transformers.

Note: BOCES Capital Project scope of work is responsible to provide all primary and secondary power distribution cabling/installation to transformer location.

Quantities and locations of new transformers are listed below:

**Table 4**

Burton Ramer Technical Career Center					
Item No.	Location	Size kVA	Item No.	Location	Size kVA
T1	Room E100	150	T9	Room 834	150
T2	Room L105B	150	T10	Room 0110B	225
T3	Room C110A	150	T11	Room D803	15
T4	Room J824	150	T12	Room I821	15
T5	Room K830	30	T13	Room K830	45
T6	Room A800	45	T14	Room 0839	15
T7	Room I815	45	T15	Room L105B	15
T8	Room 100	30	T16	Bldg C.	15
<b>Building W410</b>			<b>Building W450</b>		
1	Basement	75	1	Boiler Room	25
			2	Boiler Room	75
			3	Boiler Room	112.5
<b>Building N510</b>			<b>Building N520</b>		
1	Main Shop	75	1	Mezzanine	30

**FIM-7 Computer Power & Printer Management**

This work scope will provide, install, and configure:

- Clean Technologies Partners Faronic PowerSave software package to provide remote power management for a total of 297 personal desktop computers
- Clean Technologies Partners GreenPrint software package to provide management of computer printer usage for a total of 200 personal desktop computers

**General Notes**

All Work will be completed in accordance with New York State/Local codes and will meet or exceed New York State Education Department requirements.



**ASSURED PERFORMANCE GUARANTEE**

**I. PROJECT BENEFITS**

**A. Certain Definitions.** For purposes of this Agreement, the following terms have the meanings set forth below:

**Annual Project Benefits** are the portion of the projected Total Project Benefits to be achieved in any one year of the Guarantee Term.

**Annual Project Benefits Realized** are the Project Benefits actually realized for any one year of the Guarantee Term.

**Annual Project Benefits Shortfall** is the amount by which the Annual Project Benefits exceed the Annual Project Benefits Realized in any one year of the Guarantee Term.

**Annual Project Benefits Surplus** is the amount by which the Annual Project Benefits Realized exceed the Annual Project Benefits in any one year of the Guarantee Term.

**Baseline** is the mutually agreed upon data and/or usage amounts that reflect conditions prior to the installation of the Improvement Measures as set forth in Section IV below.

**Guarantee Period** is eighteen (18) years.

**Guarantee Term** will commence on the first day of the month next following the Substantial Completion date and will continue through the duration of the M&V Services, subject to earlier termination as provided in this Agreement.

**Installation Period** is the period beginning on JCI's receipt of Customer's Notice to Proceed and ending on the commencement of the Guarantee Term.

**Measured Project Benefits** are the utility savings and cost avoidance calculated in accordance with the methodologies set forth in Section III below.


**Non-Measured Project Benefits** are identified in Section II below. The Non-Measured Project Benefits have been agreed to by Customer and will be deemed achieved in accordance with the schedule set forth in the Total Project Benefits table below. Customer and JCI agree that: (i) the Non-Measured Project Benefits may include, but are not limited to, future capital and operational costs avoided as a result of the Work and implementation of the Improvement Measures, (ii) achievement of the Non-Measured Project Benefits is outside of JCI's control, and (iii) Customer has evaluated sufficient information to conclude that the Non-Measured Project Benefits will occur and bears sole responsibility for ensuring that the Non-Measured Project Benefits will be realized. Accordingly, the Non-Measured Project Benefits shall not be measured or monitored by JCI at any time during the Guarantee Term, but rather shall be deemed achieved in accordance with the schedule set forth in the Total Project Benefits table below.

**Project Benefits** are the Measured Project Benefits plus the Non-Measured Project Benefits to be achieved for a particular period during the term of this Agreement.

**Total Project Benefits** are the projected Project Benefits to be achieved during the entire term of this Agreement.

**B. Project Benefits Summary.** Subject to the terms and conditions of this Agreement, JCI and Customer agree that Customer will be deemed to achieve a total of **\$452,344** in Non-Measured Project Benefits and JCI guarantees that Customer will achieve a total of **\$2,569,808** in Measured Energy Cost Avoidance Project Benefits during the term of this Agreement, for Total Project Benefits of **\$3,022,152** as set forth in the Total Project Benefits table below.

Johnson Controls, Inc. Initials: \_\_\_\_\_

Customer Initials: 

**Total Project Benefits**

Table 5

Year	Energy Cost Avoidance <sup>1</sup>	Energy Incentives <sup>2</sup>	Operations & Maintenance Cost Avoidance <sup>3</sup>	Annual Guaranteed Savings
Installation	\$0		\$0	\$0
1	\$120,015	\$372,000	\$3,431	\$495,447
2	\$122,416		\$3,534	\$125,950
3	\$124,864		\$3,640	\$128,504
4	\$127,361		\$3,750	\$131,111
5	\$129,909		\$3,862	\$133,771
6	\$132,507		\$3,978	\$136,485
7	\$135,157		\$4,097	\$139,254
8	\$137,860		\$4,220	\$142,080
9	\$140,617		\$4,347	\$144,964
10	\$143,430		\$4,477	\$147,907
11	\$146,298		\$4,611	\$150,910
12	\$149,224		\$4,750	\$153,974
13	\$152,209		\$4,892	\$157,101
14	\$155,253		\$5,039	\$160,292
15	\$158,358		\$5,190	\$163,548
16	\$161,525		\$5,346	\$166,871
17	\$164,755		\$5,506	\$170,262
18	\$168,051		\$5,672	\$173,722
<b>Total</b>	<b>\$2,569,808</b>	<b>\$372,000</b>	<b>\$80,344</b>	<b>\$3,022,152</b>

<sup>1</sup> Energy Cost Avoidance is a Measured Project Benefit. Energy Cost Avoidance figures in the table above are based on anticipated increases in unit energy costs as set forth in the table in Section IV below.

<sup>2</sup> Energy incentives include an estimated \$45,000 for Lighting and \$327,000 in Wind incentives (the Wind incentive is valid only if the Wind FIM is implemented; otherwise this amount will be subtracted from the Energy Incentives amount and the Agreement shall be amended to reflect the change in the scope of Work and energy savings).

<sup>3</sup> Operations & Maintenance Cost Avoidance are Non-Measured Project Benefits. Operations & Maintenance Cost Avoidance figures in the table above are based on a mutually agreed fixed annual escalation rate of three percent (3%).

**Annual Measurement and Verification (M&V) Services**

JCI shall provide M&V Services for a period of three (3) years starting on the first day of the month next following the Substantial Completion date. Within ninety (90) days of the commencement of the Guarantee Term, JCI will calculate the Measured Project Benefits achieved during the Installation Period plus any Non-Measured Project Benefits applicable to such period and advise Customer of same. Any Project Benefits achieved during the Installation Period may, at JCI's discretion, be allocated to the Annual Project Benefits for the first year of the Guarantee Term. Within ninety (90) days of each anniversary of the commencement of the Guarantee Term, JCI will calculate the Measured Project Benefits achieved for the applicable year plus any Non-Measured Project Benefits applicable to such period and advise Customer of same.

As set forth in the Certification provided by JCI to the NY State Education Department, JCI guarantees recovery of costs of the Agreement from energy savings realized by the Customer during a period of 18 years, or the useful life of the equipment being installed, whichever is less.

**Customer acknowledges and agrees that if, for any reason during the agreed-upon period of M&V Services, it (i) cancels or terminates receipt of M&V Services, or (ii) cancels or terminates this Agreement, it shall be assumed (in accordance with Option A of the North American Energy Measurement and Verification Protocol (NEMVP), and based upon the equipment continuing to operate in accordance with specified criteria) that the Annual Project Benefits will be met during each year of the Guarantee Period.**

**Customer further acknowledges and agrees that if, for any reason, it (i) fails to pay for M&V Services in accordance with Schedule 4 – Price and Payment Terms, (ii) fails to fulfill any of Customer's responsibilities necessary to enable JCI to complete the Work and provide the M&V Services, including but not limited to Customer's failure to operate and maintain the equipment and/or systems exactly as stipulated by JCI, or (iii) otherwise materially breaches this Agreement, JCI shall issue a written notice to the Customer stating the nature of the alleged breach and shall provide Customer with a ten (10) day period to cure such breach. If the Customer fails to cure such breach within such ten (10) day period, Customer acknowledges and agrees that the Assured Performance Guarantee shall automatically terminate and JCI shall have no liability thereunder.**

**C. Project Benefits Shortfalls**

- (1) During the period in which JCI is providing M&V Services, the following shall apply:
- (a) Project Benefits Shortfalls. If an Annual Project Benefits Shortfall occurs for any one year of the Guarantee Term, JCI shall, subject to Customer's agreement, which shall not be unreasonably withheld, (a) set off the amount of such shortfall against any unpaid balance Customer then owes to JCI, (b) pay to Customer the amount of such shortfall, or (c) subject to Customer's agreement, provide to Customer additional products or services, in the value of such shortfall, at no additional cost to Customer.
  - (b) Additional Improvements. Where an Annual Project Benefits Shortfall has occurred, JCI may, subject to Customer's approval (which approval shall not be unreasonably withheld, conditioned, or delayed), implement additional Improvement Measures, at no cost to Customer, which may generate additional Project Benefits in future years of the Guarantee Term.
- (2) If Customer elects M&V Services over a period of time shorter than the Guarantee Period, or if Customer terminates M&V Services early as set forth above, then the following shall apply:

**Schedule 2**

- (a) If the Annual Project Benefits are met in each year during the period that M&V Services are provided, it shall be assumed (in accordance with Option A of the NEMVP, and based upon the equipment continuing to operate in accordance with specified criteria) that the Annual Project Benefits will be met during each year of the Guarantee Period.
- (b) If there is an Annual Project Benefits Shortfall in any one year during the period that M&V Services are provided and such Shortfall is the result of the equipment not operating in accordance with specified criteria, then Customer shall allow JCI access to the property to conduct repairs or make adjustments to the equipment as necessary to resolve the cause of the Shortfall. Once the cause of the Shortfall is resolved, it shall be assumed (based upon the equipment continuing to operate in accordance with the specified criteria) that the Annual Project Benefits will be met during each year of the Guarantee Period. If the Shortfall continues to exist notwithstanding the equipment operating in accordance with the specified criteria, JCI shall pay the amount of the Shortfall to Customer for the remainder of the Guarantee Period.
- (c) If there is an Annual Project Benefits Shortfall in any one year during the period that M&V Services are provided and such Shortfall is not the result of the equipment not operating in accordance with specified criteria, then JCI shall pay the amount of the Shortfall to Customer for the remainder of the Guarantee Period.

**II. NON-MEASURED PROJECT BENEFITS**

Customer has furnished the foregoing information to JCI, which information forms the basis of the Non-Measured Project Benefits. Customer agrees that the Non-Measured Project Benefits are reasonable and that the installation of the Improvement Measures will enable Customer to take actions that will result in the achievement of such Non-Measured Project Benefits.

Table 6

<b>Oswego County BOCES Non-Measured O&amp;M Benefits Summary</b>		
<b>Annualized Operations &amp; Maintenance (O&amp;M) Cost Avoidance</b>		
Lighting Material Cost Avoidance (C-110, S-330, W-450, E-220)	FIM-1	\$2,599
50 KW Wind Turbine (C-110)	FIM-5	(\$1,444)
Computer Power & Printer Management (W-410)	FIM-7	(\$9)
Computer Power & Printer Management (W-460)	FIM-7	(\$15)
Computer Power & Printer Management (C-110, S-330, W-450, E-220)	FIM-7	\$2,301
<b>Total First Year Non-Measured O&amp;M*</b>		<b>\$3,431</b>

\*O&M cost avoidance to escalate 3% annually

Non-Measured O&M Benefits Summary (continued)

Lighting Material Cost Avoidance

Table 7

Scenario 1 Existing Condition: Lighting is not updated

Item	Description	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
1	Existing Lamp Maintenance (1)	\$ 2,890	\$ 2,890	\$ 2,890	\$ 2,890	\$ 2,890	\$ 2,890
2	Existing Ballast Maintenance (2)	\$ 2,187	\$ 2,187	\$ 2,187	\$ 2,187	\$ 2,187	\$ 2,187
	<b>Total Annual Maintenance Budget</b>	<b>\$ 5,077</b>	<b>\$ 5,077</b>	<b>\$ 5,077</b>	<b>\$ 5,077</b>	<b>\$ 5,077</b>	<b>\$ 5,077</b>

Item	Description	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12
1	Existing Lamp Maintenance (1)	\$ 2,890	\$ 2,890	\$ 2,890	\$ 2,890	\$ 2,890	\$ 2,890
	Existing Ballast Maintenance (2)	\$ 2,187	\$ 2,187	\$ 2,187	\$ 2,187	\$ 2,187	\$ 2,187
	<b>Total Annual Maintenance Budget</b>	<b>\$ 5,077</b>	<b>\$ 5,077</b>	<b>\$ 5,077</b>	<b>\$ 5,077</b>	<b>\$ 5,077</b>	<b>\$ 5,077</b>

Item	Description	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Total
1	Existing Lamp Maintenance (1)	\$ 2,890	\$ 2,890	\$ 2,890	\$ 2,890	\$ 2,890	\$ 2,890	\$ 52,026
	Existing Ballast Maintenance (2)	\$ 2,187	\$ 2,187	\$ 2,187	\$ 2,187	\$ 2,187	\$ 2,187	\$ 39,369
	<b>Total Annual Maintenance Budget</b>	<b>\$ 5,077</b>	<b>\$ 5,077</b>	<b>\$ 5,077</b>	<b>\$ 5,077</b>	<b>\$ 5,077</b>	<b>\$ 5,077</b>	<b>\$ 91,395</b>

Table 7a

Scenario 2 Proposed Condition: Lighting is updated

Item	Description	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
1	Proposed Lamp Maintenance (1)				\$ 1,268	\$ 1,268	\$ 1,268
2	Proposed Ballast Maintenance (2)						\$ 1,968
	<b>Total Annual Maintenance Budget</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,268</b>	<b>\$ 1,268</b>	<b>\$ 3,236</b>
	<b>Annual Difference</b>	<b>\$ 5,077</b>	<b>\$ 5,077</b>	<b>\$ 5,077</b>	<b>\$ 3,810</b>	<b>\$ 3,810</b>	<b>\$ 1,841</b>

Item	Description	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12
1	Proposed Lamp Maintenance (1)	\$ 1,268	\$ 1,268	\$ 1,268	\$ 1,268	\$ 1,268	\$ 1,268
2	Proposed Ballast Maintenance (2)	\$ 1,968	\$ 1,968	\$ 1,968	\$ 1,968	\$ 1,968	\$ 1,968
	<b>Total Annual Maintenance Budget</b>	<b>\$ 3,236</b>	<b>\$ 3,236</b>	<b>\$ 3,236</b>	<b>\$ 3,236</b>	<b>\$ 3,236</b>	<b>\$ 3,236</b>
	<b>Annual Difference</b>	<b>\$ 1,841</b>	<b>\$ 1,841</b>	<b>\$ 1,841</b>	<b>\$ 1,841</b>	<b>\$ 1,841</b>	<b>\$ 1,841</b>

Item	Description	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Total
1	Proposed Lamp Maintenance (1)	\$ 1,268	\$ 1,268	\$ 1,268	\$ 1,268	\$ 1,268	\$ 1,268	\$ 19,019
2	Proposed Ballast Maintenance (2)	\$ 1,968	\$ 1,968	\$ 1,968	\$ 1,968	\$ 1,968	\$ 1,968	\$ 25,589
	<b>Total Annual Maintenance Budget</b>	<b>\$ 3,236</b>	<b>\$ 3,236</b>	<b>\$ 3,236</b>	<b>\$ 3,236</b>	<b>\$ 3,236</b>	<b>\$ 3,236</b>	<b>\$ 44,608</b>
	<b>Annual Difference</b>	<b>\$ 1,841</b>	<b>\$ 1,841</b>	<b>\$ 1,841</b>	<b>\$ 1,841</b>	<b>\$ 1,841</b>	<b>\$ 1,841</b>	<b>\$ 46,787</b>

<b>Total difference over 18 years</b>	<b>\$ 46,787</b>
<b>Annualized difference based on 18 years</b>	<b>\$ 2,599</b>

No.	Lighting Assumptions	
1	Existing Lamp Maintenance	\$ 2,890
2	Existing Ballast Maintenance	\$ 2,187
3	Proposed Lamp Maintenance	\$ 1,268
4	Proposed Ballast Maintenance	\$ 1,968
5	Lamp Warranty Years	3
6	Ballast Warranty Years	5

Non-Measured O&M Benefits Summary (continued)

50 KW Wind Turbine O&M

Table 8

Scenario 1 Existing Condition: Turbine not installed

Item	Description	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	
1	Existing Wind Turbine Maintenance (1)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	<b>Total Annual Maintenance Budget</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	
Item	Description	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	
1	Existing Wind Turbine Maintenance (1)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	<b>Total Annual Maintenance Budget</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	
Item	Description	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Total
1	Existing Wind Turbine Maintenance (1)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	<b>Total Annual Maintenance Budget</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

Table 8a

Scenario 2 Proposed Condition: Turbine is installed

Item	Description	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	
1	Proposed Wind Turbine Maintenance (2)						\$ 2,000	
	<b>Total Annual Maintenance Budget</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 2,000</u>	
	<b>Annual Difference</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (2,000)</u>	
Item	Description	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	
1	Proposed Wind Turbine Maintenance (2)	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	
	<b>Total Annual Maintenance Budget</b>	<u>\$ 2,000</u>	<u>\$ 2,000</u>	<u>\$ 2,000</u>	<u>\$ 2,000</u>	<u>\$ 2,000</u>	<u>\$ 2,000</u>	
	<b>Annual Difference</b>	<u>\$ (2,000)</u>	<u>\$ (2,000)</u>	<u>\$ (2,000)</u>	<u>\$ (2,000)</u>	<u>\$ (2,000)</u>	<u>\$ (2,000)</u>	
Item	Description	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Total
1	Proposed Wind Turbine Maintenance (2)	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 26,000
	<b>Total Annual Maintenance Budget</b>	<u>\$ 2,000</u>	<u>\$ 2,000</u>	<u>\$ 2,000</u>	<u>\$ 2,000</u>	<u>\$ 2,000</u>	<u>\$ 2,000</u>	<u>\$ 26,000</u>
	<b>Annual Difference</b>	<u>\$ (2,000)</u>	<u>\$ (2,000)</u>	<u>\$ (2,000)</u>	<u>\$ (2,000)</u>	<u>\$ (2,000)</u>	<u>\$ (2,000)</u>	<u>\$ (26,000)</u>

<b>Total difference over 18 years</b>	<u>\$ (26,000)</u>
<b>Annualized difference based on 18 years</b>	<u>\$ (1,444)</u>

No.	Wind Turbine Assumptions		
1	Existing Turbine Maintenance per unit	\$	-
2	Proposed Turbine Maintenance per unit	\$	2,000
	Turbine Maintenance years included		5
	Number of units		1

**Non-Measured O&M Benefits Summary (continued)**

**Computer Power & Printer Management (W-410)**

**Table 9**

**Scenario 1 Existing Condition: Software is not installed**

Item	Description	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	
1	Existing Software Maintenance (1)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	<b>Total Annual Maintenance Budget</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	
Item	Description	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	
1	Existing Software Maintenance (1)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	<b>Total Annual Maintenance Budget</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	
Item	Description	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Total
1	Existing Software Maintenance (1)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	<b>Total Annual Maintenance Budget</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

**Table 9a**

**Scenario 2 Proposed Condition: Software is installed**

Item	Description	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	
1	Proposed Software Maintenance (2)				\$ 11	\$ 11	\$ 11	
	<b>Total Annual Maintenance Budget</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 11</u>	<u>\$ 11</u>	<u>\$ 11</u>	
	<b>Annual Difference</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (11)</u>	<u>\$ (11)</u>	<u>\$ (11)</u>	
Item	Description	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	
1	Proposed Software Maintenance (2)	\$ 11	\$ 11	\$ 11	\$ 11	\$ 11	\$ 11	
	<b>Total Annual Maintenance Budget</b>	<u>\$ 11</u>	<u>\$ 11</u>	<u>\$ 11</u>	<u>\$ 11</u>	<u>\$ 11</u>	<u>\$ 11</u>	
	<b>Annual Difference</b>	<u>\$ (11)</u>	<u>\$ (11)</u>	<u>\$ (11)</u>	<u>\$ (11)</u>	<u>\$ (11)</u>	<u>\$ (11)</u>	
Item	Description	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Total
1	Proposed Software Maintenance (2)	\$ 11	\$ 11	\$ 11	\$ 11	\$ 11	\$ 11	\$ 169
	<b>Total Annual Maintenance Budget</b>	<u>\$ 11</u>	<u>\$ 11</u>	<u>\$ 11</u>	<u>\$ 11</u>	<u>\$ 11</u>	<u>\$ 11</u>	<u>\$ 169</u>
	<b>Annual Difference</b>	<u>\$ (11)</u>	<u>\$ (11)</u>	<u>\$ (11)</u>	<u>\$ (11)</u>	<u>\$ (11)</u>	<u>\$ (11)</u>	<u>\$ (169)</u>

<b>Total difference over 18 years</b>	<u>\$ (169)</u>
<b>Annualized difference based on 18 years</b>	<u>\$ (9)</u>

No. **Computer Power & Printer Management Assumptions**

1	Existing Software Maintenance per seat	\$	-
2	Proposed Software Maintenance per seat	\$	1.25
	Software Maintenance years Included		3
	Number of Computer Power Management seats		9

Support and upgrade costs for years 1-3 are included in base contract



Non-Measured O&M Benefits Summary (continued)

Computer Power & Printer Management (W-460)

Table 10

Scenario 1 Existing Condition: Software is not installed

Item	Description	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	
1	Existing Software Maintenance (1)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	<b>Total Annual Maintenance Budget</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	
Item	Description	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	
1	Existing Software Maintenance (1)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	<b>Total Annual Maintenance Budget</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	
Item	Description	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Total
1	Existing Software Maintenance (1)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	<b>Total Annual Maintenance Budget</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

Table 10a

Scenario 2 Proposed Condition: Software is installed

Item	Description	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	
1	Proposed Software Maintenance (2)				\$ 18	\$ 18	\$ 18	
	<b>Total Annual Maintenance Budget</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 18</u>	<u>\$ 18</u>	<u>\$ 18</u>	
	<b>Annual Difference</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (18)</u>	<u>\$ (18)</u>	<u>\$ (18)</u>	
Item	Description	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	
1	Proposed Software Maintenance (2)	\$ 18	\$ 18	\$ 18	\$ 18	\$ 18	\$ 18	
	<b>Total Annual Maintenance Budget</b>	<u>\$ 18</u>	<u>\$ 18</u>	<u>\$ 18</u>	<u>\$ 18</u>	<u>\$ 18</u>	<u>\$ 18</u>	
	<b>Annual Difference</b>	<u>\$ (18)</u>	<u>\$ (18)</u>	<u>\$ (18)</u>	<u>\$ (18)</u>	<u>\$ (18)</u>	<u>\$ (18)</u>	
Item	Description	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Total
1	Proposed Software Maintenance (2)	\$ 18	\$ 18	\$ 18	\$ 18	\$ 18	\$ 18	\$ 263
	<b>Total Annual Maintenance Budget</b>	<u>\$ 18</u>	<u>\$ 18</u>	<u>\$ 18</u>	<u>\$ 18</u>	<u>\$ 18</u>	<u>\$ 18</u>	<u>\$ 263</u>
	<b>Annual Difference</b>	<u>\$ (18)</u>	<u>\$ (18)</u>	<u>\$ (18)</u>	<u>\$ (18)</u>	<u>\$ (18)</u>	<u>\$ (18)</u>	<u>\$ (263)</u>

Total difference over 18 years	<u>\$ (263)</u>
Annualized difference based on 18 years	<u>\$ (15)</u>

No.	Computer Power & Printer Management Assumptions	
1	Existing Software Maintenance per seat	\$ -
2	Proposed Software Maintenance per seat	\$ 1.25
	Software Maintenance years Included	3
	Number of Computer Power Management seats	14
	Support and upgrade costs for years 1-3 are included in base contract	

**Non-Measured O&M Benefits Summary (continued)**

**Computer Power & Printer Management (C-110, S-330, W-450, E220)**

**Table 11**

**Scenario 1 Existing Condition: Software is not installed**

Item	Description	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
1	Existing Software Maintenance (1)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	Existing Printing Costs (2)	\$ 13,971	\$ 13,971	\$ 13,971	\$ 13,971	\$ 13,971	\$ 13,971
	<b>Total Annual Maintenance Budget</b>	<b>\$ 13,971</b>	<b>\$ 13,971</b>	<b>\$ 13,971</b>	<b>\$ 13,971</b>	<b>\$ 13,971</b>	<b>\$ 13,971</b>

Item	Description	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12
1	Existing Software Maintenance (1)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Existing Printing Costs (2)	\$ 13,971	\$ 13,971	\$ 13,971	\$ 13,971	\$ 13,971	\$ 13,971
	<b>Total Annual Maintenance Budget</b>	<b>\$ 13,971</b>	<b>\$ 13,971</b>	<b>\$ 13,971</b>	<b>\$ 13,971</b>	<b>\$ 13,971</b>	<b>\$ 13,971</b>

Item	Description	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Total
1	Existing Software Maintenance (1)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Existing Printing Costs (2)	\$ 13,971	\$ 13,971	\$ 13,971	\$ 13,971	\$ 13,971	\$ 13,971	\$ 251,483
	<b>Total Annual Maintenance Budget</b>	<b>\$ 13,971</b>	<b>\$ 13,971</b>	<b>\$ 13,971</b>	<b>\$ 13,971</b>	<b>\$ 13,971</b>	<b>\$ 13,971</b>	<b>\$ 251,483</b>

**Table 11a**

**Scenario 2 Proposed Condition: Software is installed**

Item	Description	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
1	Proposed Software Maintenance (3)				\$ 593	\$ 593	\$ 593
2	Proposed Printing Costs (4)	\$ 11,177	\$ 11,177	\$ 11,177	\$ 11,177	\$ 11,177	\$ 11,177
	<b>Total Annual Maintenance Budget</b>	<b>\$ 11,177</b>	<b>\$ 11,177</b>	<b>\$ 11,177</b>	<b>\$ 11,770</b>	<b>\$ 11,770</b>	<b>\$ 11,770</b>
	<b>Annual Difference</b>	<b>\$ 2,794</b>	<b>\$ 2,794</b>	<b>\$ 2,794</b>	<b>\$ 2,202</b>	<b>\$ 2,202</b>	<b>\$ 2,202</b>

Item	Description	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12
1	Proposed Software Maintenance (3)	\$ 593	\$ 593	\$ 593	\$ 593	\$ 593	\$ 593
2	Proposed Printing Costs (4)	\$ 11,177	\$ 11,177	\$ 11,177	\$ 11,177	\$ 11,177	\$ 11,177
	<b>Total Annual Maintenance Budget</b>	<b>\$ 11,770</b>	<b>\$ 11,770</b>	<b>\$ 11,770</b>	<b>\$ 11,770</b>	<b>\$ 11,770</b>	<b>\$ 11,770</b>
	<b>Annual Difference</b>	<b>\$ 2,202</b>	<b>\$ 2,202</b>	<b>\$ 2,202</b>	<b>\$ 2,202</b>	<b>\$ 2,202</b>	<b>\$ 2,202</b>

Item	Description	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Total
1	Proposed Software Maintenance (3)	\$ 593	\$ 593	\$ 593	\$ 593	\$ 593	\$ 593	\$ 8,888
2	Proposed Printing Costs (4)	\$ 11,177	\$ 11,177	\$ 11,177	\$ 11,177	\$ 11,177	\$ 11,177	\$ 201,187
	<b>Total Annual Maintenance Budget</b>	<b>\$ 11,770</b>	<b>\$ 11,770</b>	<b>\$ 11,770</b>	<b>\$ 11,770</b>	<b>\$ 11,770</b>	<b>\$ 11,770</b>	<b>\$ 210,074</b>
	<b>Annual Difference</b>	<b>\$ 2,202</b>	<b>\$ 2,202</b>	<b>\$ 2,202</b>	<b>\$ 2,202</b>	<b>\$ 2,202</b>	<b>\$ 2,202</b>	<b>\$ 41,409</b>

<b>Total difference over 18 years</b>	<b>\$ 41,409</b>
<b>Annualized difference based on 18 years</b>	<b>\$ 2,301</b>

No.	Computer Power & Printer Management Assumptions	
1	Existing Software Maintenance per seat	\$ -
2	Existing Printing Costs	\$ 13,971
3	Proposed Software Maintenance per seat	\$ 1.25
4	Proposed Printing Costs	\$ 11,177

Oswego County BOCES Energy Performance Contract

**Schedule 2**

Software Maintenance years Included	3
Number of Computer Power Management seats	274
Number of Printer Management seats	200
Support and upgrade costs for years 1-3 are included in base contract	

**III. MEASUREMENT AND VERIFICATION METHODOLOGIES**

*The following is a brief overview of the measurement and verification methodologies applicable to the Improvement Measures set forth below. JCI shall use these methodologies as guidelines. These methodologies are more fully detailed in the guidelines and standards of the North American Energy Measurement and Verification Protocol (NEMVP), in connection with the provision of M&V Services hereunder.*

**NEMVP Option A**

**Potential to Perform Verification and Performance Calculation**

Option A is a verification approach designed for projects where the potential to perform needs to be verified, but the actual performance (savings) can be calculated based on the results of the "potential to perform and generate savings" verification and engineering calculations. Option A involves procedures for verifying that:

- Baseline conditions have been properly defined.
- The equipment and/or systems that were contracted to be installed have been installed.
- The installed equipment/systems meet the specifications of the contract in terms of quantity, quality and rating.
- The installed equipment is operating and performing in accordance with the specifications in the contract and meeting all functional tests.
- The installed equipment/systems continue, during the term of the contract, to meet the specifications of the contract in terms of quantity, quality and rating, operation and functional performance.

The potential to perform may be verified through inspections and/or spot or short-term metering conducted immediately before and/or immediately after project installation. Annual (or some other regular interval) inspections may also be conducted to verify an ECM's continued potential to perform and generate savings. With Option A, actual achieved energy or cost savings are not verified; they are predicted using engineering or statistical methods that do not involve long-term measurements. Reference: NEMVP Version 1.0

Measured Energy Cost Avoidance Project Benefits from the following FIMs will be calculated using Option A:

**Table 12**

Oswego County BOCES Measured Energy Cost Avoidance Summary		
FIM Description	FIM Identification	First Year Projected Benefits*
<b>Energy Cost Avoidance</b>		
Lighting	FIM-1	\$59,829
Building Envelope	FIM-2	\$4,335
Water Conservation	FIM-3	\$2,662
Walk-in Cooler/Freezer Controls	FIM-4	\$672
50 KW Wind Turbine	FIM-5	\$10,538
Transformers	FIM-6	\$31,060
Computer Power & Printer Management	FIM-7	\$10,920
<b>Total</b>		<b>\$120,015</b>

\*Measured Energy Cost Avoidance benefits are projected to increase 2% annually which are based on energy rate escalation as set forth in section IV below.

**FIM-1 Lighting Upgrade**

**Table 13** Error! Not a valid link.

**Measurement & Verification Plan – FIM-1 Lighting Upgrade**

*Pre-Installation:* JCI will complete a detailed audit of the lighting equipment in each building and quantify fixture wattage power use in kilowatts (KW) through industry-standard wattage tables developed by NYSERDA (New York State Energy Research & Development Authority). These values will be the basis by which pre-retrofit (baseline) power (KW) consumption per fixture will be determined. Please refer to the Detailed Lighting Audit (i.e. Lighting Line-by-Line aka LBL) in the Detailed Energy Audit.

*Post-Installation:* Verify that approved "Scope of Work" has been completed. Record any changes to the scope and adjust potential savings if necessary (an LBL of installed lighting equipment i.e. an Asbuilt will be created). Conduct a visual inspection of lighting fixtures and discuss with operational staff to investigate fixture performance & maintenance. Conduct one-time power measurements (KW) on a representative sample of fixtures from each facility and record average power use per fixture type to confirm power usage. JCI will compare the measured sample to the Lighting LBL and adjust baseline savings to reflect any variance in the sample spaces.

*Duration of Measurement:* Onetime pre & post retrofit and an annual visual inspection

*Source Data:* Product specs, customer input, power use measurement, NYSERDA tables

**Annual Burn Hours (ABH):**

Annual Burn Hours (ABH) also known as Operating Hours, is a parameter that is mutually agreed upon and is defined as the number of hours the lighting equipment operates in a given year. In the Detailed Lighting Audit/LBL in the Detailed Energy Audit, the Annual Operating/Burn Hours (i.e. ABH) for each room/facility space was determined through discussion with Facilities personnel and site observation during the audit. These values are recorded in the LBL and used to calculate savings for each facility and space type receiving an upgrade. For the purposes of this agreement, the ABH values in the lighting audit shall be known as the floor-annual-burn-hours (ABH) per area. These values can be adjusted to reflect an increase in lighting use based on either mutually agreed upon operational changes or monitored values from representative areas within the facilities. The measured ABH shall never go below the floor values. In the event that they do, the floor rate will be substituted for the annual measured hours.

**FIM-1 Lighting Upgrade (continued)****Pre-Retrofit:**

JCI will use the unit Incremental Electrical Energy (\$/kWh) rate (IER) and Demand Rate (\$/KW) (DR), as defined in the benchmark section of this document, to calculate avoided energy cost savings.

JCI will use NYSERDA power KW (kilowatts) measurements of fixture types of existing lighting system for connected load prior to any retrofit work. These power values will be detailed in the Lighting LBL for each fixture type.

JCI will then determine Existing Annual Electrical Cost for the existing lighting system according to the following formula:

**FORMULA L-1**

$$EAEC = \{\sum EFW_i * DR * NM\} + \{\sum EFW_i * ABH * IER\}$$

**Where:**

- EAEC: Existing Annual Electric Cost for the Existing Lighting System (\$)  
 $\sum EFW_i$ : The Sum of The Existing Fixture KW for All Existing Fixture Types (KW) (Per NYSERDA Lighting Tables)  
 DR: Demand Rate (\$/KW) (Baseline Calculations and Utility Rates section)  
 NM: Number of Months (per Detailed Energy Audit aka DEA)  
 IER: Incremental Energy Rate (\$/kWh) (Baseline Calculations and Utility Rates section)  
 ABH: Annual Burn Hours (ABH) as detailed in the Lighting LBL

**Post Retrofit:**

Upon retrofit completion JCI will make post retrofit power (KW) measurements on a representative sample of fixtures in the buildings receiving the Lighting Upgrade.

JCI will then determine New Annual Electrical Cost for the new lighting system by the following formula:

**FORMULA L-2**

$$NAEC = \{\sum NFW_i * DR * NM\} + \{\sum NFW_i * ABH * IER\}$$

**Where:**

- NAEC: New Annual Electrical Cost for the New Lighting System (\$)  
 $\sum NFW_i$ : The Sum of The New Fixture KW for All New Fixture Types (KW)  
 DR: Demand Rate (\$/kW) (Baseline Calculations and Utility Rates section)  
 NM: Number of Months  
 ABH: Annual Burn Hours (ABH) as detailed in the Lighting LBL  
 IER: Incremental Energy Rate (\$/kWh) (Baseline Calculations and Utility Rates section)

**Calculation of Savings for lighting measure:**

JCI will determine net annual savings (NAS) resulting from Lighting Upgrades according to the following formula:

**FORMULA L-3**

$$NAS = EAEC - NAEC$$

**Where:**

- NAS: Net Annual Savings (Dollars)  
 EAEC: Existing Annual Electrical Cost (Dollars)  
 NAEC: New Annual Electrical Cost (Dollars)

**FIM-2 Building Envelope**

**Table 14** [Error! Not a valid link.](#)

**Measurement & Verification Plan – FIM-2 Building Envelope**

*Pre-Installation:* Re-check building envelope audit and recommendations.

*Post-Installation:* Verify that approved "Scope of Work" has been completed. Record any changes to the scope and adjust potential savings if necessary. Conduct a visual inspection (also with thermal imaging camera on sample buildings) of building improvements and interviews with operational staff to investigate performance and maintenance changes. Savings will be based on engineering calculations detailed in the Detailed Energy Audit (DEA).

*Duration of Measurement:* Annual visual inspection of building envelope improvements  
*Source Data:* Product specifications, customer information, inspection, thermal imaging

**FIM-3 Water Conservation**

**Table 15**

FIM-3 Water Conservation Energy Savings / Cost Avoidance										
Facility	Natural Gas			Electric			Water			Total
	Annual MMBtu Savings	\$/MMBtu	Natural Gas Savings \$	Annual Electric Savings (kWh)	Electric Rate (\$/kWh)	Electric Energy Savings (\$)	kGals* per Year Savings	Water Cost per kGal (\$)	Water Savings (\$)	
C-110, S-330, W-450, E-220	166	\$12.47	\$2,065	0	\$0.102	\$0	318	\$1.72	\$547	\$2,612
W-410	0	\$25.78	\$0	199	\$0.102	\$20	2	\$1.72	\$3	\$23
W-460	0	\$15.76	\$0	133	\$0.102	\$14	1	\$1.72	\$2	\$15
N-520	1	\$15.83	\$10	0	\$0.110	\$0	1	\$1.72	\$2	\$12
<b>Totals</b>	<b>154</b>		<b>\$1,913</b>	<b>332</b>		<b>\$34</b>	<b>296</b>		<b>\$508</b>	<b>\$2,662</b>

\*kGal equals 1,000 gallons

**FIM-3 Water Conservation (continued)**

**Measurement & Verification Plan – FIM-9 Water Conservation**

*Pre-Installation:* Re-check audit and conduct flow readings on a representative sample of fixtures.

*Post-Installation:* Verify that approved "Scope of Work" has been completed. Record any changes to the scope and adjust potential savings if necessary. Conduct a visual inspection of water conservation improvements and take one time flow readings on the same fixtures tested pre-retrofit where flow restrictors were installed. Savings will be based on engineering calculations detailed in the DEA.

*Duration of Measurement:* Annual visual inspection and random flow testing of retrofitted fixtures.

*Source Data:* Product specifications, customer information, equipment inspection, sub-contractor data & flow measurements

**FIM-4 Walk-in Cooler/Freezer Controls**

**Table 16** Error! Not a valid link.

**Measurement & Verification Plan – FIM-4 Walk-in Cooler/Freezer Controls**

*Pre-Installation:* Re-check audit and current equipment used in coolers/freezers. No controls in-place pre-retrofit

*Post-Installation:* Verify that approved "Scope of Work" has been completed. Record any changes to the scope and adjust potential savings if necessary. Conduct a visual inspection of cooler/freezer controls. Savings will be based on engineering calculations detailed in the DEA.

*Duration of Measurement:* Annual visual inspection and discussion with facility/kitchen staff on equipment operation.

*Source Data:* Product specifications, customer information, equipment inspection

**FIM-5 50KW Wind Turbine**

**Table 17**

FIM-5 50KW Wind Turbine Energy Savings / Cost Avoidance				
Facility	Electric			Total
	Annual Electric Savings (kWh)	\$/kWh	Electric Energy Savings (\$)	
C-110, S-330, W-450, E-220	102,957	\$0.102	\$10,538	\$10,538
<b>Totals</b>	<b>102,957</b>		<b>\$10,538</b>	<b>\$10,538</b>

**Measurement & Verification Plan – FIM-5 50KW Wind Turbine**

*Pre-Installation:* Wind power was not in place at the Customer's facilities prior to formation of the Agreement. During the installation period, JCI will insure that measurement and trending systems that are part of the Wind Turbine system are in-place, tested and calibrated. Define M&V testing procedure, measurement criteria, and methods.

*Post-Installation:* JCI will verify that the approved scope of the Wind Turbine FIM has been completed. Wind Turbine Performance measurement will be tracked through periodic power measurements and overall kilowatt hour (kWh) production. The base model and associated variables used in projecting energy production from the Wind Turbine system will be the basis for future energy savings except for changes to the baseline that will be affected by the measurement variables described in items 1 & 2 below:

1. **Power Measurement:** During each applicable year of the Guarantee Term, JCI will record at least 4 instantaneous power measurements in different months from the wind turbine performance software to determine kilowatts (KW) produced at a given wind speed (meters/second or m/s). This value will be compared to the base model wind calculations as stated within the Detailed Energy Audit (DEA) and exhibited by Table 18a below. The values of the instantaneous measurements will be used to adjust the baseline KW within the model's various wind speed intervals. At a given wind speed, if the KW value is within a 10%+/- range for power at a wind speed interval in the model, the model value will be used. Otherwise, the new value will be used to adjust annual kWh power production for that wind interval in the model.



2. Kilowatt Hour (kWh) Production: JCI will record the annual kWh energy produced by the turbine and as supplied by the wind system software.

Per the procedures defined above, two annual kWh values will be derived (i.e. one from adjusted power KW performance and the second from overall energy produced as measured by kWh) – the value used in determining annual energy savings will be the greater of the two values.

Operation of the above wind system components is integral to the savings model and JCI is responsible for the O&M and ongoing operation for years 1 – 5. If operation is interrupted during the first five years and operating hours fall below the allotted annual availability of 95% specified in the model (i.e. the wind system is not available for the projected 8,322 hrs/yr), JCI will adjust/prorate savings to account for the lower system availability. If projected annual energy production is exceeded through measured kWh despite lower availability, the adjustment will not be done. In years 6 - 18, the Customer is responsible for ongoing O&M of the Wind Turbine system equipment and associated components. If operation is interrupted or discontinued during this period (i.e. below the allotted annual availability of 95%), baseline values will be used in reporting and an appropriate adjustment will be made to the Assured Performance Guarantee.

**FIM-5 50KW Wind Turbine (continued)**

*Duration of Measurement:* Annual and periodic measurements during a Guarantee Term year (4x) and continuous system performance trending via the wind system software

*Source Data:* Equipment specs, Wind system software, Wind Model, Wind Professional Wind Resource Report

**Table 17a\***

Wind Speed Interval Vhub (m/s)	Power Curve (KW)	Run Time (Hrs/Yr)	Energy (kWh/Yr)
1	0	431	0
2	0	860	0
3	0	1,172	0
4	3.6	1,313	3,986
5	9	1,278	9,704
6	15.6	1,109	14,597
7	25.5	869	18,689
8	36.1	618	18,836
9	44.6	402	15,124
10	51.7	239	10,429
11	55.4	130	6,095
12	56.7	65	3,123
13	56.5	30	1,431
14	56.2	13	601
15	55.3	5	230
16	52.9	2	78
17	50.3	1	24
18	47.3	0	7
19	43	0	2
20	41.2	0	0
21	0	0	0
22	0	0	0
23	0	0	0

24	0	0	0
25	0	0	0
		<b>kWh =</b>	<b>102,957</b>

\*Energy production in wind systems is determined by a variety of factors, including but not limited to the availability of wind and operation of the wind system/turbine equipment in accordance with manufacturer operating specifications, and trending is predicated on associated system software. Design operation of the equipment/software is assumed in the model above and continues through the duration of the Agreement. Relative to wind speed and hours of wind at given intervals, these values have been determined by a Wind Professional Wind Resource Report resource for the vicinity of Oswego County BOCES – the information from this report is supported by NYSERDA. **The parties understand and agree that JCI cannot and does not guarantee wind speed or availability and thus does not guarantee actual energy production from the wind turbine.**

**FIM-6 Transformers**

**Table 18**

FIM-6 Transformers Electric Energy Savings / Cost Avoidance							
Facility	Annual Electric Savings (kWh)	Electricity Rate (\$/kWh)	Energy Cost Savings (\$)	Annual Demand Savings (kW)	Demand Rate (\$/kW)	Demand Cost Savings (\$)	Total
C-110, S-330, W-450, E-220	202,625	\$0.102	\$20,739	411	\$16.98	\$6,988	\$27,727
W-410	5,343	\$0.102	\$544	13	\$16.98	\$225	\$769
W-510	13,995	\$0.110	\$1,542	27	\$10.64	\$290	\$1,832
N-520	5,598	\$0.110	\$617	11	\$10.64	\$116	\$733
<b>Totals</b>	<b>225,340</b>		<b>\$23,214</b>	<b>450</b>		<b>\$7,407</b>	<b>\$31,060</b>

**Error! Not a valid link. Measurement & Verification Plan – FIM-6 Transformers**

*Pre-Installation:* Re-check audit and recommendations. Log sample set of existing transformers and/or use thermal imaging camera to record current heat loss/inefficiency condition.

*Post-Installation:* Verify that approved "Scope of Work" has been completed. Record any changes to the scope and adjust potential savings if necessary. Conduct a visual inspection of transformer replacement and one-time thermal imaging of same sample as above. Savings will be based on engineering calculations detailed in the DEA and verified by sample testing and/or thermal imaging.

*Duration of Measurement:* Annual visual inspection, facility staff input.

*Source Data:* Product specifications, customer information, inspection, equipment testing, thermal imaging

**FIM-7 Computer Power & Printer Management**

**Table 19**

FIM-7 Computer Power & Printer Management					
Electric Energy Savings / Cost Avoidance					
Facility	Number of PCs Controlled	School Days / Year	Annual Electric Savings (kWh)	Electricity Rate (\$/kWh)	Energy Cost Savings (\$)
C-110, S-330, W-450, E-220*	274	250	98,473	\$0.102	\$10,079
W-410	9		3,235		\$329
W-460	14		5,031		\$512
<b>Totals</b>	<b>297</b>		<b>106,739</b>		<b>\$10,920</b>

\*Includes printer control savings in C-110

**Measurement & Verification Plan – FIM-7 Computer Power & Printer Management**

*Pre-Installation:* Facility personnel were interviewed and existing equipment was inventoried in order to develop baseline operating conditions. The quantity of computers to be controlled by the Faronics system was determined to be 297 PCs. Average annual estimated energy savings per PC was calculated to be 348 kWh.

*Post-Installation:* Verify that approved “Scope of Work” has been completed. Record any changes to the scope and adjust potential savings if necessary. JCI will run reports administered by the Verdiem system in order verify expected savings.

*Duration of Measurement:* Annual data logging and measurement equipment post installation for a one week each year during the M&V period

*Source Data:* Computer management system

**M&V Savings Methodology:**

The quantity of PCs controlled will be set at 297. This will be known as a floor value. The number of computers controlled will not drop below this floor value for the purpose of calculating savings. In the event that they do, the floor value will be substituted for the quantity of controlled PCs.

JCI will use the following formula to calculate annual energy savings:

$$\text{Annual Savings} = (\text{Baseline PC Energy} - \text{Post PC Energy}) * \text{Qty} * \text{IER}$$

Where:

**Baseline PC Energy:** the baseline PC kWh per year energy usage as indicated on the Faronics report or 348 kWh, whichever is higher.

**Post PC Energy:** the post installation PC kWh per year energy usage as indicated on the Faronics report.

**Qty:** Quantity of computers controlled or 297, whichever is higher

**IER:** Incremental energy rate.

#### CHANGES IN USE OR CONDITION; ADJUSTMENT TO BASELINE AND/OR ANNUAL PROJECT BENEFITS

Customer agrees to notify JCI, within fourteen (14) days, of (i) any actual or intended change, whether before or during the Guarantee Term, in the use of any facility, equipment, or Improvement Measure to which this Schedule applies; (ii) any proposed or actual expansions or additions to the premises or any building or facility at the premises; (iii) a change to utility services to all or any portion of the premises; or (iv) any other change or condition arising before or during the Guarantee Term that reasonably could be expected to change the amount of Project Benefits realized under this Agreement.

Such a change, expansion, addition, or condition would include, but is not limited to: (a) changes in the primary use of any facility, Improvement Measure, or portion of the premises; (b) changes to the hours of operation of any facility, Improvement Measure, or portion of the premises; (c) changes or modifications to the Improvement Measures or any related equipment; (d) changes to the M&V Services provided under this Agreement; (e) failure of any portion of the premises to meet building codes; (f) changes in utility suppliers, utility rates, method of utility billing, or method of utility purchasing; (g) insufficient or improper maintenance or unsound usage of the Improvement Measures or any related equipment at any facility or portion of the premises (other than by JCI); (h) changes to the Improvement Measures or any related equipment or to any facility or portion of the premises required by building codes or any governmental or quasi-governmental entity; or (i) additions or deletions of Improvement Measures or any related equipment at any facility or portion of the premises.

Such a change or condition need not be identified in the Baseline in order to permit JCI to make an adjustment to the Baseline and/or the Annual Project Benefits. If JCI does not receive the notice within the time period specified above or travels to either Customer's location or the project site to determine the nature and scope of such changes, Customer agrees to pay JCI, in addition to any other amounts due under this Agreement, the applicable hourly consulting rate for the time it took to determine the changes and to make any adjustments and/or corrections to the project as a result of the changes, plus all reasonable and documented out-of-pocket expenses, including travel costs. Upon receipt of such notice, or if JCI independently learns of any such change or condition, JCI shall calculate and send to Customer a notice of adjustment to the Baseline and/or Annual Project Benefits to reflect the impact of such change or condition, and the adjustment shall become effective as of the date the change or condition first arose. Should Customer fail to promptly provide JCI with notice of any such change or condition, JCI may make reasonable estimates as to the impact of such change or condition and as to the date on which such change or condition first arose in calculating the impact of such change or condition, and such estimates shall be conclusive.

**IV. BASELINE CALCULATIONS AND UTILITY RATES**

The unit utility costs for the Baseline period are set forth below as "Base Utility Cost" and shall be used for all calculations made under this Schedule. The Base Utility Cost shall be escalated annually by the actual utility cost escalation but such escalation shall be no less than the mutually agreed "floor" escalation rate of two percent (2%). *The baseline Utility Cost for each type of utility represents the 12 month average utility costs from July 2010 through June 2011.*

**Electricity**

The table below shows the rate under which each school building is served – each building is metered by National Grid the local distribution utility. Unit costs are listed below for each building. Rates used in calculations are described as follows:

- The incremental costs for energy (IER) and demand (DR) have been used in the calculations for electrical cost savings. These costs include the applicable Gross Revenue Tax and Fuel Adjustment Charges. Some measures may result in reduced energy use without affecting the monthly peak demand; these will calculate savings for energy (kWh) costs only. Other measures that are likely to reduce the monthly peak demand will have energy and demand (kW) savings calculated.

**Table 20**

Facility	Facility Area (Square Feet)	Allocated Billed Utilities Share Based on Square Feet	National Grid Account Numbers (Base Period)	National Grid Electric Rate	Total Electric Cost (\$)	Annual Energy Use (kWh)	Annual Billed Demand (kW)	Incremental Electric Rates (\$/kWh) IER	Demand Electric Rates (\$/kW) DR
C-110	107,010	73%	49449-70105E	SC3 T&D	\$210,682	1,295,737	4,642	\$0.1018	\$16.98
S-330	27,060	19%			\$53,276	327,658	1,174		
W-410	1,360	1%			\$2,678	16,468	59		
W-450	7,460	5%			\$14,687	90,330	324		
W-460	3,000	2%			\$5,906	36,326	130		
E-220*	18,870	64%	37449-70100E	SC2D T&D	\$25,767	173,291	100	\$0.1083	\$10.66
N-510	6,400	56%	85849-69100E	SC2D T&D	\$11,884	82,728	260	\$0.1102	\$10.64
N-520	5,000	44%			\$9,284	64,632	203		
<b>Totals</b>	<b>176,160</b>				<b>\$334,164</b>	<b>2,087,169</b>	<b>6,891</b>		
Burton Ramer Combined Buildings (C-110 / S-330 / W-450 / E-220)**	160,400+	100%	49449-70105E	SC3 T&D	\$304,412	1,887,016	6,239	\$0.1024	\$16.98

\* National Grid account # 37449-70100E serves four buildings at OCB (E-210, E-220, E-230, E-310). Each building was allocated a share of billed utilities based on square footage, (the percent allocations are 10%, 64%, 11%, & 15% respectively). Buildings E-210, E-230 & E-310 are not included in the performance contract project

\*\* As part of a capital project occurring simultaneous to the JCI energy performance contract, buildings C-110, S-330, W-450, & E-220 will be combined into a single building. The rates associated with this new building are an average of the current billed utility rates and will be used as the baseline rate for the new building in this agreement.

**Baseline Calculations and Utility Rates (continued)**

The above rates will be known as the **Floor Electric Rates**, for each building, for the purpose of the Assured Performance Guarantee. The annual calculated electric rates will never drop below the floor rates. In the event that they do, the floor rates will be substituted for the annual calculated rate.

The kWh (IER) and kW (DR) costs have been averaged over the course of the one-year period. In Turn, kWh (i.e. IER) and kW (DR) costs will be averaged over the course of the reporting period, as reflected on utility invoices, for equitable cost avoidance savings reporting.

The following formula will be used to calculate the current reporting period Incremental Energy Rate (IER):

**FORMULA B-1**

$$IER = \frac{\sum TKC_{1-12}}{\sum TKWH_{1-12}}$$

Where:

- IER: Incremental Electrical Rate (Dollars per kWh)
- $\sum TKC_{1-12}$ : Sum Total of Monthly Electrical Utility Costs (Dollars) for kWh included Fuel Adjustment Cost and other related Energy Charges for Months 1 Through 12 of the current reporting period.
- $\sum TKWH_{1-12}$ : Sum Total of Monthly Electrical Incremental Use (kWh) for Months 1 Through 12 of the current reporting period.

The following formula will be used to calculate the current reporting period Incremental Demand Rate (DR):

**FORMULA B-2**

$$DR = \frac{\sum TKC_{1-12}}{\sum TKW_{1-12}}$$

Where:

- DR: Demand Electrical Rate (Dollars per kW)
- $\sum TKC_{1-12}$ : Sum Total of Monthly Electrical Utility Costs (Dollars) for kW included Fuel Adjustment Cost and other related Energy Charges for Months 1 Through 12 of the current reporting period.
- $\sum TKW_{1-12}$ : Sum Total of Monthly Electrical Incremental Use (kW) for Months 1 Through 12 of the current reporting period.

**Baseline Calculations and Utility Rates (continued)**

The following formula will be used to calculate the current reporting period Natural Gas Rate:

**FORMULA B-3**

$NGR = \frac{\Sigma TGC_{1-12}}{\Sigma TGU_{1-12}}$ <p>Where:                  NGR: Natural Gas Rate (\$/Therm)  <math>\Sigma TGC_{1-12}</math>: Sum Total of Monthly Gas Costs (\$)  <math>\Sigma TGU_{1-12}</math>: Sum Total of Monthly Gas Used (Therm) for Months 1 through 12 of the reporting period.</p>
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CF = 1,000 Btu's  
 Therm (CCF) = 100,000 Btu's  
 MCF = 1,000,000 Btu's  
 MMBtu (Dekatherm) = 1,000,000 Btu's (i.e. 10 Therms)

**Water & Sewer**

The table below shows the rate under which each school building is served – each building is metered by the local municipal water utility. Unit water & sewer costs are listed below for each building. Rates used in calculations are described as follows:

**Table 22**

Facility	Facility Area (Square Feet)	Water Cost \$/kGal
Burton Ramer (C-110, S-330, W-450, E-220)	160,400+	\$1.72
W-410	1,360	\$1.72
W-460	3,000	\$1.72
N-520	5,000	\$1.72
<b>Totals</b>	<b>9,360</b>	

\*kGal equals 1,000 gallons

The above rates will be known as the **Floor Water & Sewer Rates** for the purpose of this Assured Performance Guarantee. The annual calculated KGR shall never go below the floor rate. In the event that it does, the floor rate will be substituted for the annual calculated rate.

The water and sewer unit costs have been averaged over the course of the one-year period. In Turn, unit costs will be averaged over the course of the reporting period, as reflected on utility invoices, for equitable cost avoidance savings reporting.

The following formula will be used to calculate the current reporting period water cost per 1,000 gallons of water (i.e. Water Rate or KGR):

**FORMULA B-4**

$KGR = \frac{\Sigma TWC_{1-12}}{\Sigma TWU_{1-12}}$ <p>Where:                  KGR: Water Cost per 1,000 gallons (\$/kGal)  <math>\Sigma TWC_{1-12}</math>: Sum Total of Period Water Costs (\$)  <math>\Sigma TWU_{1-12}</math>: Sum Total of Period Water Used (kGals)                  Through 12 of the reporting period.</p>
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## VI. MEASUREMENT & VERIFICATION SERVICES

JCI will provide the M&V Services set forth below in connection with the Assured Performance Guarantee.

1. During the Installation Period, a JCI Performance Assurance Specialist will track Measured Project Benefits. JCI will report the Measured Project Benefits achieved during the Installation Period, as well as any Non-Measured Project Benefits applicable to the Installation Period, to Customer within 90 days of the commencement of the Guarantee Term.
2. Within 90 days of each anniversary of the commencement of the Guarantee Term, JCI will provide Customer with an annual report containing:
  - A. an executive overview of the project's performance and Project Benefits achieved to date;
  - B. a summary analysis of the Measured Project Benefits accounting; and
  - C. depending on the M&V Option, a detailed analysis of the Measured Project Benefits calculations.
3. During the Guarantee Term, a JCI Performance Assurance Specialist will monitor the on-going performance of the Improvement Measures, as specified in this Agreement, to determine whether anticipated Measured Project Benefits are being achieved. In this regard, the Performance Assurance Specialist will periodically assist Customer, on-site or remotely, with respect to the following activities:
  - A. review of information furnished by Customer from the facility management system to confirm that control strategies are in place and functioning;
  - B. advise Customer's designated personnel of any performance deficiencies based on such information;
  - C. coordinate with Customer's designated personnel to address any performance deficiencies that affect the realization of Measured Project Benefits; and
  - D. inform Customer of opportunities to further enhance project performance and of opportunities for the implementation of additional Improvement Measures.
4. For specified Improvement Measures utilizing an "Option A" M&V protocol, JCI will:
  - A. conduct pre and post installation measurements required under this Agreement;
  - B. confirm the building management system employs the control strategies and set points specified in this Agreement; and
  - C. analyze actual as-built information and adjust the Baseline and/or Measured Project Benefits to conform to actual installation conditions (e.g., final lighting and water benefits calculations will be determined from the as-built information to reflect the actual mix of retrofits encountered during installation).



### CUSTOMER RESPONSIBILITIES

In order for JCI to perform its obligations under this Agreement with respect to the Work, the Assured Performance Guarantee, and the M&V Services, Customer shall be responsible for:

1. Providing JCI, its subcontractors, and its agents reasonable and safe access to all facilities and properties that are subject to the Work and/or M&V Services;
2. Providing for shut down and scheduling of affected locations during installation, including timely shutdowns of chilled water and hot water systems as needed to accomplish the Work and/or M&V Services;
3. Providing timely reviews and approvals of design submissions, proposed change orders, and other project documents;
4. Providing the following information with respect to the project and project site as soon as practicable following JCI's request:
  - a. surveys describing the property, boundaries, topography and reference points for use during construction, including existing service and utility lines;
  - b. geotechnical studies describing subsurface conditions, and other surveys describing other latent or concealed physical conditions at the project site;
  - c. temporary and permanent easements, zoning and other requirements and encumbrances affecting land use, or necessary to permit the proper design and construction of the project and enable JCI to perform the Work;
  - d. a legal description of the project site;
  - e. as-built and record drawings of any existing structures at the project site; and
  - f. environmental studies, reports and impact statement describing the environmental conditions, including hazardous conditions or materials, in existence at the project site.
5. Securing and executing all necessary agreements with adjacent land or property owners that are necessary to enable JCI to perform the Work;
6. Providing assistance to JCI in obtaining any permits, approvals, and licenses that are JCI's responsibility to obtain as set forth in Schedule 1;
7. Obtaining any permits, approvals, and licenses that are necessary for the performance of the Work and are not JCI's responsibility to obtain as set forth in Schedule 1;
8. Properly maintaining, and performing appropriate preventative maintenance on, all equipment and building systems affecting the Assured Performance Guarantee in accordance with manufacturers' standards and specifications;
9. Providing the utility bills, reports, and similar information reasonably necessary for administering JCI's obligations under the Assured Performance Guarantee within five (5) days of Customer receipt and/or generation or JCI's request therefor;
10. Providing all records relating to energy and/or water usage and related maintenance of the premises and relevant equipment requested by JCI;

**Customer Responsibilities (continued)**

11. Providing and installing utility sub-meters on all new construction and/or additions built during the Guarantee Term as recommended by JCI or, alternatively, paying JCI's applicable fees for calculating necessary adjustments to the Assured Performance Guarantee as a result of the new construction;
12. Providing and maintaining a dedicated telephone line and/or TCP/IP remote connection to facilitate remote monitoring of relevant equipment;
13. Promptly notifying JCI of any change in use or condition described in Section III of Schedule 2 or any other matter that may impact the Assured Performance Guarantee; and
14. Taking all actions reasonably necessary to achieve the Non-Measured Project Benefits.

PRICE AND PAYMENT TERMS

Customer shall make payments to JCI pursuant to this Schedule 4.

1. Work. The price to be paid by the Customer for the Work shall be \$2,560,239 (the "Agreement Price"). Payments (including payment for materials delivered to JCI and Work performed on and off-site) shall be made to JCI as follows:

- i. An invoice for an Initial Payment (30% or \$768,072) will be submitted by JCI to Customer within five (5) business days after the Agreement is fully executed and Customer project financing is in place, for project development, start up, initial project mobilization and other costs incurred by JCI not previously reimbursed by Customer. This invoice shall be paid to JCI within five (5) business days of receipt of invoice.
- ii. The remainder of the Agreement Price will be invoiced via monthly progress invoices using standard AIA G702/703 forms. The Customer shall make progress payments promptly within ten (10) days of its receipt of an invoice. Payments that remain unpaid after thirty (30) days shall be subject to a monthly service charge of one and one-half percent (1 ½%) per month.
- iii. Final payment, constituting the entire unpaid balance for the Work, shall be made to JCI within 30 days after the Substantial Completion Date.
- iv. Payments may be withheld on account of any breach of this Agreement by JCI and claims by third parties (including JCI subcontractors and material suppliers), but only to the extent that written notice has been provided to JCI and JCI has failed, within ten days of the date of receipt of such notice, to provide adequate security to protect Customer from any loss, cost, or expense related to such claims.

2. M&V Services. Measurement & Verification services for Years 1 through 3 of the Guarantee Term are included in the price of the Agreement as detailed above in Section 1 'Work'. The Customer may request additional years of M&V Services beyond Year 3 by submitting a request to JCI in writing no later than sixty (60) days before the end of the then-current year of the Guarantee Term. The price for continued M&V Services will be negotiated at that time.

OSWEGO COUNTY BOCES

Signature: John Shelmdine  
 Printed Name: John Shelmdine  
 Title: Board of Ed. President  
 Date: 8/3/12

JOHNSON CONTROLS, INC.

Signature: Wendy Buchholz  
 Printed Name: Wendy Buchholz  
 Title: Area General Manager  
 Date: 8-10-12



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**INTEROFFICE MEMORANDUM**

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**TO:** Christopher J. Todd  
District Superintendent

**FROM:** Michael J. Sheperd *MS*  
Assistant Superintendent for Administrative Services

**SUBJECT:** Resolution to Establish Budget for Wind Turbine Project

**DATE:** 11/07/2013

**CC:**

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Pursuit of the Wind Turbine Project was originally sanctioned by the Board at their November 2010 meeting. At that time accounting for the turbine was originally placed in the General Fund. However, upon 2011 audit review, the auditors advised that the turbine work needed to be placed in the Capital Fund. Normally, to accomplish this, it is standard practice to establish a budget in the Capital Fund by Board Resolution in order to illustrate Board knowledge and authorization for work of this nature. Subsequent to that audit recommendation, however, the Wind Turbine was abandoned, the purchase order was liquidated and no further action was taken by the Board (i.e. no budget was established for the turbine).

During the 2012-2013 audit review, it was noted that such budget had not yet been established and that Board action is still needed because expenses of approximately \$36,000 were incurred for design fees, and revenues vouchered for about \$18,000 from the Federal Grant. In this case, since the turbine was last intended to be part of the EPC for the main renovation, we are suggesting a resolution now be adopted to allow these expenses to be included as part of the main project.

**Resolution to Establish a Budget for the Wind Turbine Project**

**WHEREAS**, the Oswego County BOCES received a fifty percent (50%) matching grant award in Spring 2010 for purposes of pursuing construction of a Wind Turbine; and

**WHEREAS**, the Wind Turbine Project was overbid, not able to be pursued as a separate project, and ultimately abandoned by Board decision in March 2013; and

**WHEREAS**, preliminary project expenses had been incurred in pursuit of the project; and

**WHEREAS**, the scope of the current renovation project includes "site improvements" and "other incidental improvements and expenses in connection herewith", which in part was intended to include green and alternative power initiatives where possible, and

**WHEREAS**, the Wind Turbine was intended to be one such alternative power pursuits; now therefore

**BE IT RESOLVED** by the Board of Cooperative Services of the Sole Supervisory District of Oswego County, New York (the "Board" or "BOCES") as follows:

The Board hereby authorizes and approves the appropriation of expenses in the amount of \$36,261.31 to the BOCES renovation project voter approved on February 28, 2011, for purposes of funding such expenses as part of this project.

MJS:mak

Enclosure



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**INTEROFFICE MEMORANDUM**

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**TO:** Christopher J. Todd  
District Superintendent

**FROM:** Michael J. Sheperd   
Assistant Superintendent for Administrative Services

**SUBJECT:** Resolution to Grant Easement to National Grid for Electrical Service Upgrade

**DATE:** 11/07/2013

**CC:**

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As advised by C&S Design Build, Inc., it is necessary for an easement to be granted to National Grid for work to proceed relative to our new electrical service. Marc Reitz indicated that it is necessary for the Board to grant this via formal resolution. As such, he has prepared the resolution below for this purpose.

Resolution to Grant Easement to National Grid for Electrical Service Upgrade

BE IT RESOLVED that, pursuant to Section 405 of the Education Law, an easement (a copy of which shall be included within the official minutes) in the form and location submitted by National Grid as a necessary component to the current Capital Project, is hereby authorized, and the President of the Board of Cooperative Educational Services is hereby authorized to execute such agreement on behalf of the BOCES.

MJS:mak

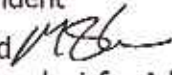
# **OSWEGO COUNTY BOCES**

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## **INTEROFFICE MEMORANDUM**

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**TO:** Christopher J. Todd  
District Superintendent

**FROM:** Michael J. Sheperd   
Assistant Superintendent for Administrative Services

**SUBJECT:** Resolution to Appoint HIPPA Compliance Officer

**DATE:** 11/04/2013

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It has been recommended by our attorneys that, in order to meet the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPPA), the BOCES identify a HIPPA Compliance Officer who will ensure the security of protected health information.

Therefore, please find below a resolution to appoint Mark LaFountain as the HIPPA Compliance Officer for Oswego County BOCES for the 2013-2014 school year:

### **Appointment of HIPPA Compliance Officer**

BE IT RESOLVED that the Oswego County Board of Cooperative Educational Services hereby appoints Mark LaFountain as HIPPA Compliance Officer for the 2013-2014 school year.

Thank you for your consideration of this matter.

MJS:mak



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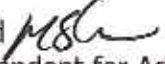
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**INTEROFFICE MEMORANDUM**

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**TO:** Christopher J. Todd  
District Superintendent

**FROM:** Michael J. Sheperd   
Assistant Superintendent for Administrative Services

**SUBJECT:** Audit Committee Meeting Minutes for Board Members

**DATE:** 11/04/2013

**CC:**

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In accordance with the Charter of the Audit Committee, for inclusion in the Board packet as an informational item, please find attached a copy of the minutes from the Audit Committee meeting held on October 1, 2013. The minutes outline the discussions and the general business that was conducted in this meeting.

If there are any questions, please do not hesitate to contact me or the Board members serving on the Audit Committee.

Thank you.

MJS:mak

Enclosure



Minutes

Audit Committee Meeting  
October 1, 2013  
5:00 p.m.

Present: Michael Egan  
Jeff Grimshaw  
Gregory Muench  
Michael Sheperd  
Tom Zuber, CPA

Absent: Matthew Geitner  
Morris Sorbello

Call to order 5:07 p.m.

I. Review Results of 2013 Independent Audit Report – Tom Zuber, CPA

Tom Zuber provided and reviewed an Executive Summary of the Report.

A. Snapshot as of June 30, 2013:

1. Nothing unusual noted
2. Increase in receivables (State Aid is up from last year)
3. Compensated absences (some money is set aside for those in accrued liabilities and some in EBALR Reserve)
4. Fund balances (reserve balances) were also reviewed

B. Tom commented that BOCES continues to be in good financial condition:

1. Challenges continue to be health insurance costs and pension costs (as they are for most other schools and BOCES)
2. BOCES is doing the right thing relative to year end decisions for long-range planning (i.e., funding reserves to keep them healthy)

Tom also commented that the Administration does a good job keeping the Board informed and should continue to communicate the status and use of reserves to the Board. The Office of the State Comptroller looks for how the Board is kept up to speed.

C. Tom pointed out the following items in the summary document:

1. Page 3 – The +\$488,979 in Other Services is due to E-Rate refund for phone services provided by another BOCES.
2. Page 4 – The \$4.6 million in Variances is caused mainly by health insurance variances, but is nothing too unusual as compared to prior years.

3. Page 5 – The Special Aid Fund experienced an increase of about \$240,000 in operational surplus, but a deficit still remains of (\$1,018,641), mainly due to the remnants of Preschool.

Also, Adult Ed did very well overall, but Practical Nursing still has an overall cumulative deficit.

In the Capital Fund, we'll notice increased activity as the project gets into full swing.

4. Page 6 – Total Net Assets dropped by approximately \$1.5 million, which has to do with the GASB-45 requirement to record OPEB as a liability. There isn't anything schools or BOCES can do as there is no legal avenue to set funds aside. The only option at this point is to decrease costs as a function of negotiations.

Tom commented again that BOCES continues to do a great job on planning for the financial future. Mike does an excellent job explaining the MD&A and gives a good summary of the position of the BOCES, and Gisèle, Kelly and folks in the Business Office do a great job for the BOCES in managing the financial process.

## II. Review Management Responses/Action Plan to the Independent Audit Report – Tom Zuber

A. Tom explained that their review found:

1. No material weaknesses
2. No significant deficiencies

B. Audit comments involved the following:

1. Preschool Deficit -- Still exists, no guidance from SED but BOCES is doing a good job keeping discussions active with districts and keeping them informed.
2. Adult Ed – Overall surplus in Adult Ed is positive but to continue to focus on budget planning and practices to eliminate the Practical Nursing deficit.
3. Monitoring Contracts – When unique circumstances arise that impact contracts (i.e., relative to the Capital Project) the Administration should review those in a timely manner for possible amendment.

In closing, Tom reiterated that the BOCES is doing a very good job from a financial standpoint and audit standpoint. The Audit Committee wanted to extend a pat on the back to Gisèle and Kelly and all staff for their fine work.

## III. Resolution to Recommend Acceptance of the 2013 Independent Audit Report, Management Letter and the Administrative Responses/Action Plan to the Management Letter Comments

It was,

Moved by Jeff Grimshaw, seconded by Greg Muench, that the following recommendation be presented to the Board:

BE IT RESOLVED, that the Oswego County BOCES Audit Committee hereby recommends that the BOCES Board of Education accepts the 2013 Independent Audit Report and Management Letter submitted by Raymond F. Wager, CPA, P.C., and the Administrative Responses/Action Plan to the Management Letter.

Vote on the motion: Ayes 3, Nays 0, motion carried.

VI. Schedule Next Meeting to Review Single and Extraclassroom Audit Reports

The next meeting was scheduled for Tuesday, November 5<sup>th</sup>, at 5:00 or 6:00 p.m., to review the results of the Single and Extraclassroom Audit Reports. Mike will email Matt Geitner regarding what time would work best with his schedule.

VII. Status of Internal Audit Function and Revised Charter

The Audit Committee discussed the Board's decision to adopt the Internal Audit Exemption and reviewed the Charter to recommend changes to reflect this. Such a revision will be presented to the Board for consideration at an upcoming meeting.

Resolution to Recommend Revision to the Oswego County BOCES Audit Committee Charter

It was,

Moved by Jeff Grimshaw, seconded by Mike Egan, that the following recommendation be presented to the Board:

BE IT RESOLVED, that the Oswego County BOCES Audit Committee Charter be revised to include the following language in the "Internal Audit Focus" section of the Charter:

- Review the internal audit plan to ensure that high-risk areas and key control activities are periodically identified, evaluated and tested.

Vote on the motion: Ayes 3, Nays 0, motion carried.

VIII. Meeting adjournment

It was,

Moved by Greg Muench, seconded by Mike Eagan, that the Audit Committee meeting be adjourned.

Vote on the motion: Ayes 3, Nays 0, motion carried.

Meeting was adjourned at 5:49 p.m.

# OSWEGO COUNTY BOCES 2014-15 Preliminary Budget Update

(November 20, 2013)



- BOCES Budget & Revenue Structure
- Budget Development Factors
- Other Budget Impacts & Considerations
- Questions/Discussion

## Budget Structure General Fund

- Administrative Budget (CoSer 001)
- Capital Budget (CoSer 002)
- Program Budget
  - Career Education (100 series CoSers)
  - Special Education (200 series CoSers)
  - Itinerant Services (300 series CoSers)
  - General Instruction (400 series CoSers)
  - Instructional Support (500 series CoSers)
  - Administrative Support (600 series CoSers)
  - Internal Services (700 series CoSers)



## Budget Structure Federal Fund

- Grant programs (NYS & Federal)
  - Migrant, VAP, Teacher Center
  - EPE, WIA, SESIS
  - School Libraries, Perkins
- Adult Education Programs
- Exceptional Education Summer School Programs
- Also previously housed:
  - Preschool Programs & Services
  - Summer Time on Campus Program
- Could Eventually house:
  - Summer STEM



## REVENUE Sources

- CHARGES FOR SERVICES:
  - Base Fees
  - RWADA Fees
  - Rates per Pupil, FTE, or other units
  - Percents of Request
  - Actual Use
- OTHER MISCELLANEOUS (small amounts):
  - Interest earnings, resale, reimbursements & refunds, donations, etc...



## BUDGETARY Factors

### Factors Impacting almost all Budgets:

- Negotiated Salary & Benefit Settlements
- External Benefits Cost Factors
- Budgetary Goals & Priorities
- District Subscription Decisions
- Other External Factors & Trends



### Budgetary Considerations:

- Technology is aging (and failing) as replacement schedules for computers, copiers, etc. have scaled back in recent years
- Impact of APPR, Capital Project, etc.
- Implementation of New Programs (i.e.: space, support, oversight)
- Increased retirements (is a "double edged sword")
  - 2009-10 = 16 retirements
  - 2010-11 = 32 retirements
  - 2011-12 = 21 retirements
  - 2012-13 = 19 retirements
  - 2013-14 = 10 retirements (so far)

List Total = 98 !!

## Typical Budget Structure & Rate Setting

### EXPENDITURE BUDGET

- .100 codes → Salaries
- .200 codes → Equipment
- .300 codes → Supplies
- .400 codes → Contractual Items
- .800 codes → Employee Benefits
- .900 codes → Transfer charges & credits

Amount	\$ Diff	% Diff
184,371	+72,365	64.6%
4,400	+2,900	193.3%
800	(400)	(33.3%)
13,065	(238)	(1.8%)
109,230	+22,020	25.3%
Est. 30,750	+409	1.3%
<b>\$342,616</b>	<b>+97,056</b>	<b>39.5%</b>

CoSer 321 – Public Relations	Rate Estimate
Proj. Exp. →	\$342,616
(less) Other Rev. →	-0-
(divide by) Subscr. →	4.1 FTE
Est. 2014-15 Rate →	\$83,575 / FTE
2013-14 Rate & Subscr. =	2.9 FTE @ \$84,676 / FTE

### RATE SETTING PROCESS

- Total Expenditures
- less Other revenue
- Divided by units subscribed (incl. BOCES)



## BUDGETARY Factor Changes



FACTOR	2013-14 Budgeted	2014-15 Estimated	Difference	13-14 Budget \$\$ in G.Fund
FICA	7.65%	7.65%	-	\$1,088,971
TRS (payroll)	16.5% (16.25)	18.0% (17.25-17.75)	+ 9.1%	\$1,786,675
ERS (payroll)	21.5%	20.5%	(4.7%)	\$729,165
WC (payroll)	1.33%	1.60%	+ 20.3%	\$191,370
LIFE INS.	\$28	\$28	-	\$7,990
HEALTH INS.	4.0% (act. 2.5%)	3.0%	+ 3.0%	\$8,248,228
DENTAL INS.	2.0% (act. 4.0%)	9.0%	+ 9.0% (but really 2%)	\$143,065
VISION INS.	0.0% (act. 0.0%)	1.0%	+ 1.0%	\$14,025
NEGOT. Salary	(act. 0% - 2.25%)	2.0% - 2.5%	+ 2% - +2.5%	\$14,363,369
DISAB (payroll)	0.42% ; 0.68%	0.40% ; 0.60%	(4.8%) ; (11.8%)	\$61,770

## Operational Goals & Other Considerations

### STAFFING

- New CTE Programs being discussed – TBD (per CSO subcommittee)
- New CTE Liaison Position (per board goals)
- New Director of ISS Position (per study recommendations)
- Grant Writer Shifting to Subscribable Service
- Additional Clerical Support for Alternative Ed Strand
- New Technology CSA & Proj. Mgr. (in exchange for the Dir./Data collapse)
- Other to accommodate district requests (i.e.: Public Relations, Printing)

### BUDGET RESTRUCTURING

- Elim of Assessing CoSer for Strategic Initiatives (roll remnants into Tech)
- Elim of Assessing CoSer for Transportation (roll remnants into O&M)
- Merging School Improvement & Planning into CoSer 533 (w/ combined fees)
- Moving partial FTE from Assessing CoSers to Admin & other Services
  - Total of .20 FTE from PR & Printing to Admin
  - Total of .15 FTE from Tech Assessments to Tech Services



## Operational Goals & Other Considerations

### RATE ADJUSTMENTS

- Continued movement toward “righting” previously undercharged services (per study recommendation)
  - Cooperative Purchasing Service (skewed to internal charges)
  - Technology Services, possibly too (skewed to internal charges)
- Middle School Alt. Ed. Program –
  - First year was 2013-14, rate set with no transfer assessments
  - Program to be restructured & relocated (to a leased location).

### BUDGET FOR CAPITAL & LEASES

- New Crossroads program lease (Eric St.)
- New 12:1:1 program lease (Oswego Falls)
- New location for Day Treatment (?)
- New EPC Lease Financing Payment



"I tried to get a new lease on life, but the bank wouldn't let me refinance."

## Operational Goals & Other Considerations

### CAPITAL PROJECT IMPACT

- New ride-on auto scrubber for hallways & multi-purpose room.
- Additional Maintenance Fees for added Security Cameras.
- New (Head) Custodian Position (per resulting scope of facilities)

### REPLACEMENT SCHEDULES

- Replacement of 2 mini-vans (moved into O&M budget)
- Replacement of 2 copy machines (reinstated from prior elimination)
- Replacement of classroom computers

### OTHER REQUIREMENTS & INITIATIVES

- Impact of Contractual Negotiations (some adds, some deletes)
- APPR & Common Core requirements (mat'ls, contractual & data svcs)
- Staff Development Pursuits in line with BOCES Core Values (“Innovation” & “Expertise”)
- Document Storage Initiatives





## Other BUDGETARY Impacts

### EXTERNAL FACTORS:

- District changes regarding subscription
  - Declining enrollments in programs
  - Some services may require rate adjustments
- District discussions about the fate of existing and possible new programs (status changes will cause shifts in transfer assessments)
- New York State Budget ???
- World Economy???



## Questions/Further Discussion?

Programmatic/Service goals & priorities?

Other budget development parameters?

Any other thoughts or directives?



# Oswego County BOCES

## MEMORANDUM

TO: BOCES Board of Education  
Chris Todd

FROM: Mark LaFountain *ML*  
Asst. Supt. for Personnel

DATE: November 15, 2013

RE: **Cover Memo for 11/20/13 Personnel Report**

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### **Exceptional Education/CTE**

Vickie Rowe is being reappointed to the position of Treasurer of Student Fund Accounts. This appointment is retroactive to July 1, 2013 due to the fact that the stipend amount on the reorganizational agenda in July was not correct.

Susan Shanty-Morely is being appointed as the Assistant Treasurer of Student Fund Accounts due to the retirement of Linda Siever.

### **Safety & Risk Management**

Patricia Cerio is being appointed as a Safety Coordinator at a salary of \$64,000 replacing Debra Eichholtz who resigned.

A committee made up of Superintendents, Business Officials, Superintendents of Buildings and Grounds and BOCES staff interviewed four of the eight candidates that applied. Each person on the interview team rated the candidates and Ms. Cerio was the unanimous choice of the team.

If you have any questions, please contact Mark LaFountain at 963-4286.

ML/lb

**Board of Education  
Personnel Report  
November 20, 2013**

**Leave of Absence**

Name	Program	Position	Effective Date
MacDougall, Kristy	Exceptional Education	Teaching Assistant	10/4/2013 - 11/22/2013

**Resignation**

Name	Program	Position	Effective Date
Eichholtz, Debra	Safety & Risk Management	Safety Coordinator	11/11/2013

**Termination**

Name	Program	Position	Effective Date
Poor, Daniel	Instructional Technology	AV Specialist (80%)	12/2/2013

**Appointments**

Program	Name	Position	Type Appt.	Salary	Eff. Date	End Date	Comments
Adult Education	Ruggio, Paul	HVAC Instructor	Temp	\$20.81 /hr	11/14/2013	06/30/2014	0-19 hrs/wk as per timesheet
Business Office	Bliss, Bobbi	Printer's Assistant	Prov	\$13.14 /hr	11/14/2013		
Crossroads	Smegelsky, Joann	School Counselor		\$58,439.00 /yr	10/14/2013		increased to 100% eff. 10/14/13
Exceptional Education	Costollo, Kathryn	Teaching Assistant	Recalled Perm	\$19,274.00 /yr	11/18/2013		recalled from preferred list; to be prorated from 11/18/13
	Furlong, Tammy	Home Tutor		\$15.00 /hr	10/16/2013	06/30/2014	0-10 hrs/wk as per timesheet
	Furlong, Tammy	Teaching Assistant (50%)		\$21,327.00 /yr	10/28/2013	06/30/2014	prorated to 50% eff. 10/28/13
	Rowe, Vickie	Treasurer of Student Fund Accounts		\$1,275.00 /stipend	07/01/2013	06/30/2014	
	Shanty-Morely, Susan	Ass't. Treasurer of Student Fund Accounts		\$510.00 /stipend	11/13/2013	06/30/2014	prorated from 11/13/13
	Somers, Kerry	Teaching Assistant (50%)		\$22,804.00 /yr	11/18/2013	06/30/2014	prorated to 50% eff. 11/18/13
Migrant Education	Espinosa, Fernando	Migrant Tutor		\$17.00 /hr	10/07/2013	06/30/2014	0-25 hrs/wk as per timesheet
	Jackson, Linda	Migrant Tutor		\$14.13 /hr	10/14/2013	06/30/2014	0-19 hrs/wk as per timesheet
Safety & Risk Management	Cerio, Patricia	Safety Coordinator	Prov	\$64,000.00 /yr	12/04/2013		to be prorated from 12/4/13
Workstudy	Student # 89	Workstudy Student		\$1.75 /hr	09/04/2013	06/26/2014	as per timesheet
	Student # 90	Workstudy Student		\$1.75 /hr	09/16/2013	06/26/2014	as per timesheet
	Student # 91	Workstudy Student		\$1.75 /hr	09/16/2013	06/26/2014	as per timesheet
	Student # 92	Workstudy Student		\$2.35 /hr	09/04/2013	06/26/2014	as per timesheet
	Student # 93	Workstudy Student		\$1.75 /hr	09/04/2013	06/26/2014	as per timesheet
	Student # 94	Workstudy Student		\$1.75 /hr	09/04/2013	06/26/2014	as per timesheet
	Student # 95	Workstudy Student		\$1.75 /hr	10/11/2013	06/26/2014	as per timesheet
	Student # 96	Workstudy Student		\$1.75 /hr	09/16/2013	06/26/2014	as per timesheet
	Student # 97	Workstudy Student		\$2.35 /hr	11/12/2013	06/26/2014	as per timesheet

**Substitutes**

**Arts-In-Education/Instructional Support Services**

Phillips, Mary Ann	\$11.06/hr
<b>Exceptional Education</b>	
Borlin, Mark	\$70.36/day
Hould, Collin	\$81.18/day
Louer, Jacqueline	\$8.94/hr; \$70.36/day
Mason, Julie	\$8.56/hr; \$8.94/hr; \$70.36/day
Richards, Theresa	\$8.94/hr; \$70.36/day
Strauss, Joshua	\$8.94/hr; \$70.36/day
Woolson, Teresa	\$8.94/hr; \$70.36/day

## POINTS OF PRIDE

### INSTRUCTIONAL SUPPORT SERVICES EXCEPTIONAL EDUCATION CAREER AND TECHNICAL EDUCATION

BOARD OF EDUCATION – NOVEMBER 20, 2013

#### INSTRUCTIONAL SUPPORT SERVICES

##### **Special Education School Improvement Specialists (SEIS) Teri Marks and Tracy Mosher**

- Teri and Tracy have concluded the work with their respective districts to complete the self-review Local Assistance Plan (LAP) process for each identified school. The next step will be to align each schools' LAP with a Quality Improvement Plan required by NYSED.
  - The LAP identifies actions to be taken by the school to address areas of need.
- The QIP identifies actions to be taken by SEIS to assist the school.
- Teri and Tracy provided training for the October 15 Superintendent's Conference Day
  - Teri: Central Square Secondary Level – Common Core in the Content Areas
  - Tracy: Oswego Secondary Level – Exiting Options for Students with Disabilities
- Tracy held a series of meeting with Fulton City Special Education teachers, K-8, who are assigned special classes (15:1, 12:1+1, 6:1+1) to discuss the implementation of module instruction for those students whose data shows their ability levels to be more than two years below grade level.
- Tracy worked with two Oswego City principals to prepare for and facilitate their buildings' Inquiry Team meetings. The meetings included analyzing STAR data to determine trends of skill deficits across grade levels. This information will be shared at grade level data meetings during the month of November.
- Teri has presented prompting strategies at a faculty meeting at a Central Square elementary school to be followed up with training on maintaining academic rigor with appropriate prompting.
- Teri has provided a full-day training on Scaffolding at the Central Square Middle School.
- Teri and Tracy will be attending an Institute for Education Development in Syracuse on November 25. The topic is *Helping Your Students with Special Needs Achieve Greater Success with the Common Core State Standards (Grades K-5)*.

**ARTS- IN-EDUCATION**  
**Marsha Marcarian**

The Oswego BOCES Regional Arts-In-Ed Service is partnering with the CNY Teacher Center and Syracuse University's South Asia Cultural Center to sponsor a Professional Development Workshop for Art (and other subject area) teachers on Tuesday, February 25 at the Teacher Center. Mithila artist Rani Jha will demonstrate this unique decorative art form which is practiced almost exclusively by women. The book, *Following My Paintbrush* will be introduced as well. Mrs. Jha will also tour in several schools the week of February 27 giving students demonstrations of this art form. Topics to be covered include Visual Art, Social Studies, English/Language Arts, Social Commentary and Social Justice.



**VAP GRANT**  
**Linda Nichols**

For the VAP grant. We have completed the first marking period. There are currently 78 students, 26 from Oswego BOCES. We are planning for ways to continue as a service next year.

## **LIBRARY SYSTEMS**

**Marla Yudin**

Goal 1: Instructional and administrative support programs offered by Oswego County BOCES are aligned with best practices, current research, and component districts' needs.

- In November, the months long collaborative efforts of the three School Library Systems of Central New York came together with the "Greater Central New York School Library Systems Annual Conference". Along with school librarians, in attendance were teachers, tech directors, administrators, board members and Superintendents. During the conference, so many of the attendees were using Twitter, that at one point in the day we were "trending". This means that anyone on Twitter saw this site (#cnysls) as one of the most active in the whole USA! We had 16 breakout sessions covering topics such as Common Core, copyright, new books, and technology; all with the goal of increasing student engagement and success.
- The School Library System participated in the Technology Summit days on October 10, 24 and Nov 7, at the Phoenix schools to show teachers the Instructional Media Service and our SEARCH portal for easy access (one login) to all online resources.
- The School Library System held the first three of nine webinars, (October 2, 7, 28) with groups of school librarians and teachers. Topics included copyright, inquiry learning and digital tools.
- The School Library System is also covering the cost for 13 librarians and teachers to participate in an year-long online technology learning program called "Cool Tools For Schools". It is a self-paced course, taught by Polly Farrington in the Albany area. Participants will posting their work on line and must demonstrate that they have completed a certain number of tools, in order to receive credit.

## **SCHOOL IMPROVEMENT**

**Barbara Recchio Demmin**

- In-District LinkIt DDI Training: SC, Phoenix, Fulton
- Teacher Leader Inter-rater Reliability Training: Phoenix, CS, Hannibal, Oswego
- LOTE Teacher Network (new – monthly meetings for Foreign Language Teachers integrating CCLS and Six Shifts into the classroom)
- CDEP Monthly meeting: SC, Phoenix
- RTI workshop and training
- SAANYS Conference
- DATAG Meeting
- JMT Liaison planning and future organizational plans around DDI and Assessment
- Exceptional Education: DDI meetings and data analysis for 2013 student scores in ELA, Math and Regents
- Data Reports: Item analysis ELA and Math for all component districts in OCB

## **STAFF DEVELOPMENT**

### **Liane Benedict**

- Support for ELA Module Implementation
  - Classroom observations in Phoenix & APW with coaching support (6 days this month)
- K-8 Principals Meeting
- Cognitive Coaching
  - Days 1 & 2 delivered in October – 15 participants
  - PD for Central Square administrative team – overview & practice
  - Days 3 & 4 coming up with 22 registered
- Art, Music & Physical Education Assessment Review & Refinement with Jennifer Borgioli
  - Regional collaboration to review last year's assessments and refine to fit local needs, collaboration with Herkimer BOCES
- Math Teacher to Teacher sessions (Marilyn Kovarik)
- Phoenix Technology Day – in district support
- Central Square SD Day – in district support
- Literacy Network K-8
  - 40+ participants, examined student work from modules & domains
- Exceptional Education workshops – 30 teachers
  - Text complexity & scaffolding

Upcoming NTI – Week of November 12-15 with roll out of information occurring via Literacy and Math Networks, Teacher to Teacher sessions, CIC

## **DISTANCE LEARNING**

### **Laurie Ouderkirk**

- Met with content area teams to discuss videoconferencing opportunities at Fulton Junior High
- Attended Technology Summit Days at Phoenix Central School
- Coordinated classroom connections for Alternative Ed students at Fulton School District
- Coordinated and facilitated "Monster Match" videoconferencing classroom to classroom collaborations in Central Square, Hannibal, and Phoenix elementary schools.
- Videoconference with Mount Washington discussing "Extreme Weather" with Earth Science class at Mexico High School

## MODEL SCHOOLS

### Peri Nelson

- Conducted 3 Model Schools Workshops, 1 webinar, and the iPad Users Group hosted by Pulaski CSD, that were attended by 22 participants, in total, from APW, Central Square, Fulton, Hannibal, Oswego, Phoenix, Pulaski, Sandy Creek, and Oswego County BOCES.
- Conducted 2 professional development activities, including the first Lunch & Learn, for Oswego BOCES CTE that were attended by 13 participants.
- Conducted professional development sessions for Oswego CSD for Superintendent Conference Day that was attended by over 60 participants.
- Worked on the draft of Computer Lab rules for the Oswego BOCES Computer Labs with the Director of Technology.
- Assisted at the Phoenix Tech Summit for the Middle and High Schools.
- Added and updated links for the CCLS webpage for Public Relations to post for our county's teachers.
- Created Common Core ELA Module 2A workbooks for Grades 3-6.
- Assisted with the development of the new NYS Teacher Certification Exam for Educational Technology.

The Itinerant Education Technology Coordinators have provided these additional Points of Pride:

- Nancy Kather & Jen Laubscher have implemented the Blended Learning Academy station rotation model with 16, K-12 teachers in Mexico Academy and Central Schools.
- Nancy Kather presented the APW Blended Learning Project to the county superintendent's at their October Meeting. An article about the APW Blended Learning Project was also published in Oswego County Today on October 24.
- Jen Laubscher executed the Phoenix Tech Summit at the middle and high school buildings.



## **GRANTS SERVICES**

### **Ross Gullo**

- On October 15th, I conducted a grant workshop for Central Square School District teachers as part of their Superintendent's Conference Day.
- Assisted Hannibal Central School District submitting a grant application to NYSED for the Extended Learning Time (ELT) Grant Program which was due on October 25th.
- Began working with Hannibal Central School District, Phoenix Central School District and Oswego City School District to submit a consortium grant application to NYSED for the Strengthening Teacher and Leader Effectiveness 3 Grant program. Application is due December 2<sup>nd</sup>.
- Sent weekly e-mails to Hannibal Central School District, Altmar-Parish Central School District and Oswego City School District administrators with teacher-oriented grant announcements.
- Answered inquiries and provide technical assistance to Oswego County teachers about possible funding resources for their proposed projects.

## **CAREER AND TECHNICAL EDUCATION**

**Marla Berlin**

- **Early Childhood Education** students (24) have begun rotations at the Lura Sharp Elementary School and Pulaski Little Lukes
- **HERO, Construction** students (75) attended the Syracuse Area Construction Career Day at the NYS Fairgrounds
- **Auto Tech, Auto Body, and Floral** students (62) visited Morrisville College
- **Outdoor Power** - 2 students have earned the Briggs & Stratton Master Technician certification (see attached article)
- **Auto Body** students airbrushed pink ribbons on t-shirts for faculty members to wear in support of Breast Cancer Awareness month
- **Cosmetology** students (13) participated in a community service activity at Gigi's Playhouse (see attached article)
- **Culinary Arts** students performed sous chef tasks for the Harvest Dinner (see attached article)

### **CTE General Activities:**

**Guest speaker** – Carol Zygo from the CTE Technical Assistance Center gave a presentation to the faculty regarding the effective development and use of advisory committees.

Oswego County BOCES  
Exceptional Education Department  
October 2013 Highlights

- 1.) Open House - BOCES Campus and 4<sup>th</sup> Street School
- 2.) Staff Trainings
  - Therapeutic Crisis Intervention (TCI)
  - Lexiles and Scaffolding
  - National Geographic
  - SLO's and Thoughtful Classroom Rubric
  - Peace Circles and Restorative Justice
  - Justice Center
  - Educational Support Services Personnel Conference in Rome, NY for TOD's
  - New York State Alternate Assessments (NYSAA)
  - CDOS/SACC Exiting Credentials
  - NEW GED (TASC)
- 3.) Kelly Schulz, Physical Education Teacher, 2013 NYSAPERD Adapted Physical Education Teacher of the Year
- 4.) Tammy Seymour, Teacher of the Deaf, recognized in local newspapers for published work in book "Authentic Learning Experiences: A Real World Approach to Project Based Learning."
- 5.) Successful start-up of Fulton Community Bus Run - Thank you, Central Square!
- 6.) New 6:1:1 classes at Maroun Elementary School in Phoenix are going well.





## **BOCES auto body students to repair and refinish damaged vehicle**

Students in Rich Rainville's auto body repair class at Oswego County BOCES recently received a used car from Fred's Auto Parts of Oswego. The 2005 Ford Focus will be worked on by students over the next two months. Students will put the car on a frame machine to take the driver's side dent out, paint the exterior and do some auto detailing. Pictured,

from left, are Mike Home, of Phoenix; Timmy Benway, of Pulaski; Jon Lacey, of Phoenix; Joe Blair, of Central Square; Jon Laflamme, of Central Square; Ryan Flanagan, of Hannibal; Karley Hilton, of APW; Matt Pirt, of Fred's Auto Parts; Kyle Spoon, of APW; and Tyler Allen, of Phoenix.

*Photo submitted*

# HOME COOKING

10-18-13



*Submitted photo.*

Oswego County BOCES students had the opportunity to serve as sous chefs for the fourth annual Cornell Cooperative Extension Harvest Dinner. Students Ruby Lagoda (Fulton) and Brandon Cook (Hannibal) use a large spoon to clean out the interior of a butternut squash. Students at the station learned the proper way to cut the vegetable from Culinary Arts teacher's assistant Sam Passer. Food that students prepare will be used by local chefs to utilize in their dishes.

## BOCES students pass Briggs & Stratton test

MEXICO -- Two Oswego County BOCES career and technical education students recently climbed the ranks into the elite as they passed their Briggs & Stratton Master Service Technician (MST) tests.

Tim Rose, of Fulton, and Josh Ernestine, of Phoenix, both students in Dan Shaver's outdoor power equipment technology course, took the exam online in September and earned satisfactory marks, joining exclusive company.

"They are the first students I've had who have passed the test in my three years of being here," Shaver said. "There are a small number of master service techs nationwide. They're in a pretty elite group."

Although they are now in rare company, the road to becoming an MST wasn't an easy one. Shaver said the students

had little to no experience when they first enrolled in the program last year. Add a difficult written exam at the end of year one, and things became even more challenging.

"We watched educational videos and took lots of notes," Ernestine said, noting the pair spent countless hours studying in preparation for the test.

"It was hard, but I knew I had to finish it and pass and make Mr. Shaver proud," Rose said.

For Shaver, proud is an understatement.

"They are as highly qualified as you can get," he said of Ernestine and Rose. "This allows them to now go out and get a job at a (Briggs & Stratton) dealership."

In addition to receiving the praise of their instructor, both students are poised for a paid spring internship in small en-

gine repair.

"At this point, they need more hands-on troubleshooting and diagnostic stuff. They have the knowledge, now they just need to apply it," Shaver said.

While an internship may be in the immediate future, the master service technicians also have aspirations to attend college and pursue careers in small engine repair.

"I want to go to college and do well and make Mr. Shaver proud," Rose said. "He's helped us a lot."

With the knowledge and the passion for a career in small engine repair, Rose and Ernestine are optimistic about their future.

"This is just another stepping stone to get further ahead toward my career goal," Rose said.



Photos provided

It was training day for BOCES students Tuesday, as they scaled the training wall outside the Scriba Volunteer Fire Station. Above, BOCES Public Safety and Justice student David Whaley, of Altmar-Parish-Williamstown, scales the wall.

## *BOCES students take learning to new heights*

SCRIBA — Looking to build on the technical skills learned in the classroom, students in the Oswego County BOCES Public Safety and Justice Program practiced rappelling Tuesday morning at the Scriba Volunteer Fire Station.

While some had a wealth of experience climbing and rappelling, other students were a bit more hesitant as they "learned the ropes" from BOCES instructors Mark Bender and Chuck Gabriel, with the assistance of rope rescue team instructor Erik Heath.

According to Gabriel, the classroom portion teaches students how to tie 15 types of knots, learning the figure-eight family of rescue knots, differentiating between a rescue rope and a utility rope and discussing the different kinds of

rescue hardware.

"We spend about four to five weeks in the classroom teaching the kids about knots, mechanical advantages and different types of ropes," Gabriel said. "Then we spend one week out here rappelling and doing other rope-related training."

For Richard Prent, a BOCES student from the Fulton City School District, the hands-on training provides a unique opportunity for him to combine the knowledge he gained in the classroom with some of the ropes skills he previously acquired through his rock climbing hobby.

"I go rock climbing at a place in the Rochester area,"

By BOCES A-7

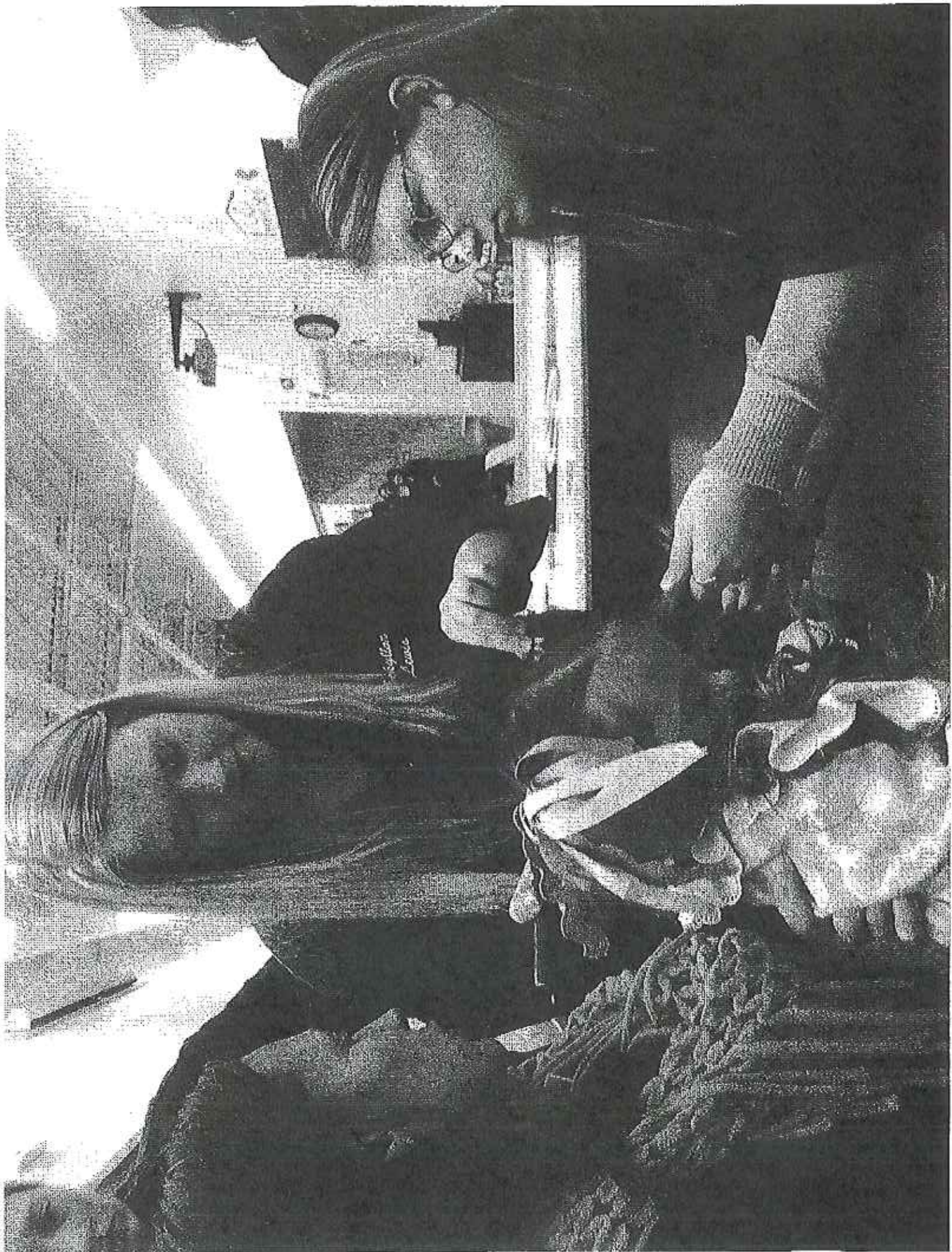
## *BOCES students take learning to new heights*

FROM A-1

Prent said, noting that the rappelling exercise helps provide a real-life application of the classroom skills he and his peers learned. "It shows students the (correct techniques) to repel."

Although not all students had previous rappelling experience, one after the other made their way to the ledge of the tower for the hands-on lesson.

"Some kids are really hesitant to do this," Gabriel said. "But this exercise accomplishes a lot of other things. It builds confidence and trust. It's something they can turn around years from now and tell their kids, 'Hey, I did that.'"





## Reservation Form

# OMSBA 30<sup>th</sup> Annual Meeting

DATE: Thursday, December 5th  
TIME: 5:45 - 9:00 P.M.  
PLACE: Genesee Grande Hotel  
1060 East Genesee St., Syracuse  
COST: \$35.00 per person

### Evening's Program

5:45 Social Time  
6:45 Buffet Dinner  
7:45 Program

School District: \_\_\_\_\_ #Attending: \_\_\_\_\_

Names (for Badges): \_\_\_\_\_  
Please include person's  
title if not a board  
member. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

All reservations will be billed to your district. If you require a purchase order, please enclose with reservations.  
*Cancellations after November 27<sup>th</sup>, 2013, and "no shows" will be billed in full.*

**DEADLINE: Wednesday, November 27<sup>th</sup>**

MAIL TO: Janet Smith, OMSBA, 6390 Fly Road, East Syracuse, NY 13057

PHONE: 315/463-1904 FAX: 315/463-0065

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