

**BOARD OF EDUCATION**  
**MADRID-WADDINGTON CENTRAL SCHOOL**  
**Tuesday, May 16, 2023**  
**High School Library**  
**6:30 PM**

- I. Call to Order
- II. Pledge of Allegiance
- III. Acceptance of Minutes from April 18, 2023 regular Board meeting
- IV. Reports
  1. Treasurer's Reports
    - Action Item: Acceptance of Reports
    - Action Item: Acceptance of Donation
  2. CSE & CPSE Recommendations
    - Action Item: Acceptance of CSE & CPSE Recommendations
  3. Buildings & Grounds
  4. Transportation
  5. Student Liaison Representative
  6. Elementary School
    - MWCS Summer Program
    - ESY
- V. Public Comment (3 minute limit per person)
- VI. Superintendent's Report
  1. Capital Project Update
  2. Acer Solar Pilot
    - Action Item: Approval of Pilot
  3. Sports Mergers 2023-2024
    - Action Item: Approval of Mergers
- VII. Discussion of Old or New Business
  1. Community Drone Soccer Event - May 30, 2023
  2. 2023-2024 BOE Meeting Dates
  3. Transportation Request
    - Action Item: Approval of Transportation Request
- VIII. Personnel
  - Action Item: Approval of Personnel Recommendations
- IX. Executive Session

*(If necessary, "for the purpose of discussion related to the matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation.")*
- X. Adjournment

**Upcoming Dates:**

May 29	Observance of Memorial Day - School Closed
June 13	Regularly Scheduled Board Meeting - 6:30 PM
June 14	Senior Honors Dinner - 6 PM
June 14 - 22	Regents Exams
June 23	Graduation Ceremony - 6 PM

A Regular Meeting of the Board of Education of the Madrid-Waddington Central School was held on April 18, 2023. The Board of Education President, Charles Grant, called the meeting to order at 6:30 PM.

**ROLL CALL** Present: Wyatt Boswell, Bruce Durant, Charles Grant, Ryan Hayes, Katie Logan, Mike Ruddy, Robert Smith, Amber Sullivan

Others: Eric Burke, Julie Abrantes, Joseph Binion, Nicole Weakfall, Patricia Bogart, Molly Bogart, Natalia Pearson, Laycee Putney, Grace Plumley

Excused: Chris Pryce

**NO. 2023-084** Motion by Ruddy, seconded by Logan, to approve the minutes of the March 21, 2023 regular  
**Approval of** board of education meeting and the April 4, 2023 special budget meeting.  
**Minutes**

Yeas: All Present

Nays: None

**NO. 2023-085** Motion by Durant, seconded by Boswell, that the Board, upon the recommendation of Superintendent  
**Treasurer's** Burke, does hereby accept the following Treasurer's Report for the period ending March 31, 2023.  
**Report**

Yeas: All Present

Nays: None

**NO. 2023-086** Motion by Smith, seconded by Ruddy, that the Board, upon the recommendation of Superintendent  
**Property Tax** Burke, does hereby approve the 2023-2024 Property Tax Report Card as presented.  
**Report Card**

Yeas: All Present

Nays: None

**NO. 2023-087** Motion by Hayes, seconded by Durant, that the Board, does hereby accept the recommendation of the  
**CSE** Committee on Special Education, as listed on the attached sheet, and approves the authorization of funds to implement the special education programs and services consistent with such recommendations.

Yeas: All Present

Nays: None

The following reports were given:

- Senior Liaison – Molly Bogart
  - ExtraCurricular Activities
  - Class Olympics
  - Blood Drive
- Jr/Sr High School – Joseph Binion
  - Senior Honors Dinner
  - Graduation Ceremony Update
  - State Assessments
- Elementary School – Nicole Weakfall
  - End of Year Activities
  - State Assessments
- Superintendent's Report – Eric Burke
  - 2023-24 Capital Outlay Project
  - Public Vote Resolution Preview

**NO. 2023-088** Motion by Logan, seconded by Ruddy, that the board, upon the recommendation of Superintendent  
**2023-24** Burke, does hereby approved the 2023-2024 BOCES Administrative Budget of \$9,311,566.  
**BOCES**

**Admin** Yeas: All Present  
**Budget**

Nays: None

NO. 2023-089 Motion by Durant, seconded by Sullivan, that the board cast its vote in the annual election of board  
BOCES members of the St. Lawrence-Lewis BOCES for the following individuals:  
Members 1. Todd Bates  
2023-24 2. Michael Miller  
3. Kevin Wells

Yeas: All Present

Nays: None

NO. 2023-090 Motion by Boswell, seconded by Smith, that the board, upon the recommendation of Superintendent  
Empower Burke, does hereby approve the 2023-2024 Empower for Improvement, LLC contract services as  
for Improve. presented.  
2023-24  
Contract Yeas: All Present

Nays: None

NO. 2023-091 Motion by Logan, seconded by Boswell, that the board, upon the recommendation of Superintendent  
North Coast Burke, does hereby approve the 2023-2024 North Coast Therapy contracts as presented.  
Therapy  
Contracts Yeas: All Present  
2023-2024

Nays: None

NO. 2023-092 Motion by Hayes, seconded by Ruddy, that the board, upon the recommendation of Superintendent  
Citizens Adv. Burke, does hereby approve the Citizens Advocates MOA as presented.  
MOA

Yeas: All Present

Nays: None

NO. 2023-093 Motion by Durant, seconded by Logan, that the board, upon the recommendation of Superintendent  
Bowers & Co. Burke, does hereby approve the independent audit service contract from Bowers & Co. as presented.  
2023-2027

Yeas: All Present

Nays: None

NO. 2023-094 Motion by Boswell, seconded by Hayes, that the board, upon the recommendation of Superintendent  
Oswego Co. Burke, does hereby resolve the following:  
BOCES

**WHEREAS,**

The Cooperative Purchasing Service is a plan of a number of public-school districts in the Oswego County Board of Cooperative Educational Services Area in New York (known as the Center for Instruction, Technology & Innovation [CiTi]), to bid jointly for water testing and sampling services, and

**WHEREAS,**

Madrid-Waddington Central School District (hereinafter the "Participant") is desirous of participating with Oswego County Board of Cooperative Educational Services/CiTi and other Boards of Cooperative Educational Services and public-school districts in the joint bidding of the services mentioned above as authorized by General Municipal Law, Section 119-0, and

**WHEREAS,**

The participant wishes to appoint the Oswego County Board of Cooperative Educational Services/CiTi to advertise for bids, accept bids, tabulate bids and award bids on their behalf; therefore

**BE IT RESOLVED,**

The participant hereby appoints Oswego County Board of Cooperative Educational Services/CiTi to represent it in all matters relating above, and designates the Oswego County Board of Cooperative Educational Services/CiTi designated newspaper(s) as the legal publication(s) for all Cooperative Purchasing bid notifications, and,

**BE IT FURTHER RESOLVED,**

The participant authorizes the Oswego County Board of Cooperative Educational Services/CiTi to represent it in all matters leading up to the entering into a contract for the purchase of the above-mentioned services, and.

**BE IT FURTHER RESOLVED,**

The participant agrees to (1) assume its equitable share of the costs of the Cooperative Bidding; (2) abide by majority decisions of the participating districts; (3) abide by the Award of the Oswego County Board of Cooperative Educational Services/CiTi; (4) and that after the award of the bid it will conduct all negotiations directly with the successful bidder(s).

Ycas: All Present

Nays: None

NO. 2023-095 Motion by Logan, seconded by Sullivan, that the board, upon the recommendation of Superintendent  
Appointments Burke, does hereby approve the following personnel actions for the 2022-23 school year:

*Appointment:*

B Davey 1. Bridget Davey; Elem. Tch., 4-yr Prob, eff. 9/1/23, salary of \$50,785  
M Rogers 2. Millard Rogers; Co-Head Var. Softball Coach, eff. 4/19/23, Volunteer

*Medical Leave:*

K Hayes 3. Katherine Hayes; School Counselor, eff. 2023-2024 school year  
A Carroll 4. Amber Carroll; Nurse, approx. 4/28/23-5/23/23

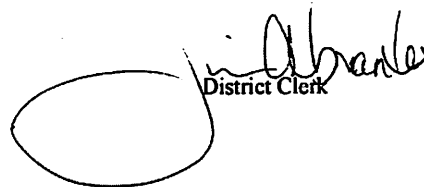
Ycas: All Present

Nays: None

No. 2023-096 Motion by Durant, seconded by Boswell, to adjourn the regular meeting at 6:55 PM.  
Adjournment

Ycas: All Present

Nays: None

  
District Clerk

# Madrid-Waddington Central School Board of Education

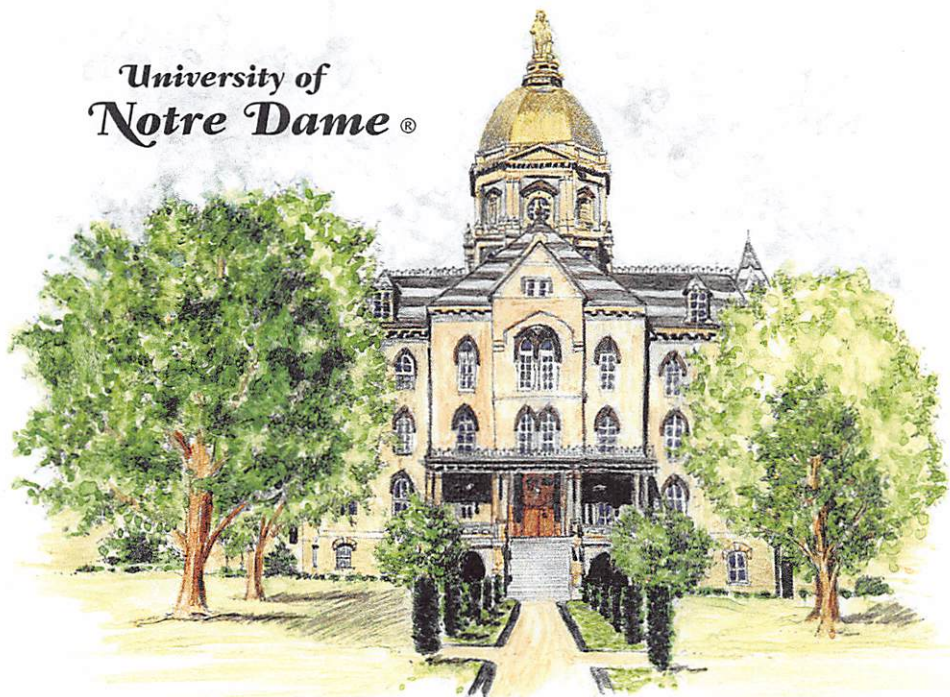
## Meeting Dates 2023-2024

6:30 P.M. unless noted otherwise

Wednesday, July 5, 2023	Reorganizational meeting & Regular meeting
Tuesday, August 15, 2023	Regular meeting; set tax rate
Tuesday, September 19, 2023	Regular meeting
Tuesday, October 17, 2023	Regular meeting; Audit Committee 5:45 P.M.
Tuesday, November 14, 2023	Regular meeting
Tuesday, December 12, 2023	Regular meeting
Tuesday, January 16, 2024	Regular meeting
Tuesday, February 13, 2024	Regular meeting
Tuesday, March 12, 2024	Regular meeting
Tuesday, April 9, 2024	Special Budget Meeting (Optional)
Thursday, April 11, 2024	BOCES Annual Meeting with dinner and Budget presentation
*Monday, April 22, 2024	Regular meeting BOCES Budget Vote
Tuesday, May 14, 2024	Public Budget Hearing 5:00 P.M.
*Tuesday, May 21, 2024	Budget & Board Member Vote; Bus Referendum 6:30 P.M. regular meeting
Tuesday, June 11, 2024	Regular meeting

\* We have no option to change dates highlighted in yellow.

University of  
**Notre Dame**®



Michele &  
Drone Team

Greetings and Congrats on  
your drone competition successes.

Please accept our donation to your  
team to be used as you please. Eventually,  
you may use your skills for aerial  
photography.

All our Best  
Tom & Christy Snider  
tjsnider530@photos.com  
144 River Rd.  
Waddington

## **Transportation Report**

May 16, 2023

1. We still have not received our buses that were scheduled to be here before the start of school. I have received an email stating they will be in Syracuse on May 26th. Hopefully we will have them by the end of June.
2. We received our DOT report for the year, which was 100% passing.
3. The boiler has been running fine since they repaired after the fire.
4. It is very busy & hectic this month & next. Many sports & field trips. I have everyone that is available driving (including myself).
5. We are still short on monitors (especially in the morning & only 1 sub available in the afternoon).
6. We have a bus driver out with a foot injury.
7. We have received the new John Deere mower & have serviced all of the summer equipment. The Gator is back from Cazenovia Equipment from a clutch & belt replacement. We repaired some front axle seal leaks on the Kubota tractor.



## **Custodial Report**

May 16, 2023

1. Winter cleanup is almost complete. Minor repairs from plowing left to patch.
2. Will be working on cold patch holes in the parking area next week.
3. Soccer shelters were put together & look great.
4. Moving & field work is underway.
5. Jason now has his new John Deere mower & I haven't seen him since. I may need another employee.

**TOWN of WADDINGTON  
46A Maple St  
WADDINGTON, N.Y. 13694**

**TOWN CLERK  
CAROL A. BURNS**

**Telephone (315) 388-5629**

**Fax (315) 388-5957**

**ALEX V. HAMMOND, SUPERVISOR**

**TOWN JUSTICE  
KEVIN CLARK**

**SUPT. OF HIGHWAYS  
DAVID PUTNEY**

**TOWN COUNCILMEMBERS  
TRAVIS MCKNIGHT  
DAVID MCBATH  
KELLEY TIERNAN  
THOMAS HUNTER**

**ASSESSOR  
MICHAEL PEARSON**

**FIRE & BUILDING  
DEVELOPMENT  
ADMINISTRATOR  
ANTHONY MCMANAMAN**

**TOWN ATTORNEY  
CHARLES NASH**

**May 11, 2023**

**Mr. Shaun Losey  
Transportation Director  
Madrid-Waddington Central School  
P O Box 67  
Madrid, N.Y. 13660**

**Dear Shaun,**

**It is at this time that the Town of Waddington is requesting that a bus be available during the summer for the Recreation Commission's beach program.**

**As in past years the Town will provide a driver and pay for the gas to transport the children to and from the beach. Our beach season will run from July 3<sup>rd</sup> through August 25<sup>th</sup>.**

**Thank you for your attention in this matter.**

**Sincerely,**



**Carol A. Burns,  
Town Clerk**

## **Volunteer Coaches 2023 - 2024**

Chris Pryce - Soccer

Ryan Hayes - Soccer

Emily Huntley - Cheerleading

Halleigh Lucey - Cheerleading

Austin Plante - Cheerleading

Kris Boettcher - Track & Field

Rachel Sanderson - Volleyball, Girls Soccer, Girls Basketball, Softball, Track & Field

Bill Gotsch - Golf

Ben Averill - Baseball

Scott Shoen - Boys Basketball

Millard Rogers - Girls Basketball, Softball

Mike Ruddy - Girls Basketball

# Community Drone Soccer Event

In partnership with the New York Power Authority (NYPA)



**Tuesday, May 30, 2023**

Madrid-Waddington High School Gymnasium  
2582 State Highway 345 Madrid, NY 13660

4:00 - 6:45 PM for students in grades 7-12, currently/educators

5:00 - 6:00 PM: Drone soccer demonstration/competition for families and community viewing

6:00: Food for all attendees provided by Seaway Smokehouse, Waddington, NY, courtesy of NYPA

Please register here so we order enough food for the event (free for all attendees)

<https://forms.gle/SbCX77G6p6kqi5haA>



- 4:00 - 5:00: NYPA Drone Pilots work with students discussing their jobs as drone pilots, what the industry is like, and more
- 5:00 - 5:10: Public Event Welcome:
- Madrid-Waddington
  - Lisa Payne Wansley, SVP of Environmental Justice, Community & Legislative Affairs, NYPA
- 5:10 - 5:25: Student demonstration: What drone soccer is and how it is played
- M-W drone soccer team
- 5:30 - 6:00: Student Drone Soccer Matches in 3 minute sets: These sets will matches will have live scoring and a broadcaster explaining what is happening
- Set 1: M-W vs. NYPA pilots
  - Set 2: TBD
  - Set 3: Salmon River? TBD
- 6:00 - 6:45: Food served for **registrants**, provided by the Seaway Smokehouse, courtesy of NYPA, in M-W high school cafeteria
- Barbecued meats (brisket, pulled pork, turkey), mac 'n cheese, rolls, coleslaw, baked beans, and garden salad

## POTENTIAL TIMELINE FOR REFERENDUM - UNLISTED Action (SEQR) Madrid-Waddington Central School District

<u>Target Date</u>	<u>Action By</u>	<u>Action Required</u>
March - July 2023	BOE/Supt/Arch.	<i>Continue Developing Conceptual Design/Program/Budget based on the 2021 Building Condition Survey (BCS); assess Aid and MCA availability</i>
	Supt/Arch.	Send Letter(s) of Intent to NYSED requesting Project Control Number and Project Manager
<b>July 5, 2023</b>	BOE/Supt/Arch.	Finalize Conceptual Design/Program/Budget
	Financial Consult.	Present financial scenarios (Building Aid, use of Reserve Funds, tax impacts, etc.)
	BOE/Supt/Arch.	Commence State Environmental Quality Review (SEQR) Process - confirm Action with Counsel; <b>BOE Resolution</b> for Lead Agency - <b>Unlisted Action</b>
	District	Request Bond Counsel to draft language for Legal Notice calling for Voter Referendum
July 7, 2023	Architect	Issue Notice of Intent with Part 1 Full EAF soliciting Agency consent and input/comments (Coordinated Review)
<b>August 15, 2023</b>	BOE/Supt/Arch./ Financial Consult.	-Approve Final Design / Scope of Project -Approve Project Budget & Financing -Complete SEQR process: <b>BOE Resolution</b> for SEQRA Findings - <b>Unlisted Action</b> - <b>BOE Resolution</b> establishing date/proposition for Voter Referendum
August 22-26, 2023	District	Publication of 1 <sup>st</sup> Legal Notice (45-59 days prior to referendum)
September 2023	District	Send Project Newsletter (receive 9/26/23) to District residents illustrating the scope/financial impact of the proposed project
October 3, 2023	BOE/Supt/Arch.	Public Information Meeting at 7:00 pm
<b>October 10, 2023</b>	<b>District</b>	<b>Voter Referendum</b>
<b>October 17, 2023</b>	<b>District</b>	<b>BOE Meeting</b> to accept vote results
<hr style="border-top: 1px dashed red;"/>		
August 2024	BOE/Supt/Arch.	Submit Project to SED for review/approval of construction
January 2025	SED	Approval of Plans & Specifications ( <i>Third-Party-Review</i> )
February 2025	BOE/Supt/Arch	Project Bidding & Award of Contracts
April 2025 - Dec. 2026	Contractors	Construction Phase
January - March 2027	Supt/Arch/Finance	Project Closeout & Final Cost Report



# **AGREEMENT**

Between

Jim Murray, Head Building Maintenance Worker  
and the  
Madrid-Waddington Central School District

July 1, 2023 – June 30, 2026

The Superintendent of Schools and Jim Murray Head Building Maintenance Worker, of the Madrid-Waddington Central School District, agree to the following conditions of employment.

## **Sick Leave**

- (a) Employee will receive on July 1 of each year of employment fifteen (15) sick leave days per year. Total sick leave days can accumulate to 300. The Head Building Maintenance Worker may be included in the District's Sick Leave Bank if he so elects.
- (b) Employee will be credited with three (3) personal leave days on July 1 of each year of employment with the District. Unused personal days shall roll over to accumulate with unused sick leave days at each year's end.
- (c) Three days bereavement leave, not to be deducted from personal or sick leave credit, will be provided for family death. Family shall mean: spouse, child, father, mother; father or mother-in-law, brother, sister; brother or sister-in-law, grandparents, grandchildren or other members of the immediate household.

## **Health Insurance**

- (a) The District will provide health, hospitalization and prescription insurance to the employee and if applicable, his/her dependents. The plan shall be the equivalent to the SRP contractual plan as determined by the District in consultation with the District Health Insurance Committee. The District shall pay 90% of the cost of the premium of such coverage. Employee shall annually contribute the remaining 10% of the cost of the premium of the District provided Health Insurance Plan at that time. Employee shall be allowed to utilize accumulated deferred compensation to offset the 10% premium contribution, however the employee must contribute, at a minimum, the fixed flat rate amount as defined in the SRP contract.
- (b) If the employee is eligible for health insurance coverage from another source outside the District provided plan, he/she may elect not to be covered by the health insurance plan provided by the Madrid-Waddington Central School District. If the employee voluntarily elects to drop such coverage for the next school calendar year he/she shall notify the District by May 15 of the current year, and will receive the sum of four thousand dollars (\$4,000), payable in one of two methods, 1) evenly distributed over 26 pays or 2) payable in 2 equal installments; the first given in the second paycheck in December and the second given in the first paycheck in June during the school year when District provided health coverage is not provided. If the employee's circumstances change (e.g. death, layoff or disability of spouse, marital status, etc.) he/she may reapply for coverage at any time. There will be no pro-ration of the \$4,000 for any member whose election to drop coverage is voided during the fiscal year.

- (c) If this agreement is extended and the herein employee retires in to the New York State Retirement System from the Madrid-Waddington Central School District, the Board of Education will continue to provide family health insurance coverage (or the level required: one-person or two-person coverage) as negotiated for SRP members for the remainder of his/her life. Upon separation from the District, the employee's premium contribution will revert to a fixed flat rate amount equal to the amount contributed by the employee during his/her last full year of employment after deferred compensation reduction, however shall not be less than the appropriate fixed rate amount as defined in the SRP contract at the time of retirement. The District shall pay the remaining cost of the premium of the appropriate insurance plan(s).
- (d) Upon eligibility, the employee will receive Medicare Part B reimbursement from the District.
- (e) This paragraph shall survive the term and be enforceable after the termination of this agreement.

Effective for administrative employees hired on or after July 1, 2007, in order to qualify for any District-provided health insurance benefits in retirement, the retired employee must have completed a minimum of ten (10) years of service with the District.

#### In-Service Death Benefit

In the event of the death of the employee, while still in the employ of the District, the District will pay \$12,000 to the employee's beneficiary within seventy-two (72) hours, or as soon thereafter as possible.

#### Unused Sick Leave

At retirement (or at the death) of the employee, unused accumulated sick leave days will be paid at the rate of \$70 per day to a maximum of 220 days. This payment would be as a non-elective contribution into a 403(b) account.

#### Association Dues

The District encourages its supervisors to participate in their trade associations, believing that such affiliation will provide professional growth and exposure opportunities. The Madrid-Waddington Central School District will provide the annual membership dues.

#### Salary Provisions

Contract Year 2023-2024	Annual Salary \$73,116
Contract Year 2024-2025	Annual Salary \$76,041
Contract Year 2025-2026	Annual Salary \$79,082

### Vacation and Holidays

Employee shall receive twenty (20) days non-cumulative annual vacation and 15 paid holidays. These vacation days shall be credited on July 1 of each year of this agreement. Vacations must be scheduled only after consultation with the Superintendent. Other days off consistent with work loads and school vacation schedules may occasionally be provided by and at the discretion of the Superintendent. Only July 1 of each year, the Board shall make non-elective employer contribution to the employee's tax deferred annuity account the amount of 1/220<sup>th</sup> of the annual salary for any unused vacation day(s), up to a maximum of 10 days, from the previous year. Fifteen paid holidays are as follows:

Independence Day	Christmas Recess (3-day work week)
Labor Day	New Year's Recess (3-day work week)
Columbus Day	Martin Luther King Day
Veterans Day	Presidents' Day
Thanksgiving Day and	Good Friday
Friday following	Memorial Day Juneteenth


### Miscellaneous Provisions

- Credit Union and other payroll deductions will be afforded to the employee.
- Legislation always supersedes the terms and conditions of this contract.
- Items not covered here will be covered by provisions and terms of employment already governed by established rules, regulations, and practices of the Board of Education and the School District.
- Employee is indemnified against legal action or lawsuit resulting from the performance of school related duties.
- Employee is expected to remain current and to attend professional conferences and/or workshops.
- Immediate supervisor will be the Superintendent of Schools.

### Duration of the Contract

The duration of this contract shall be July 1, 2023 through June 30, 2026.

In witness hereof, the parties have hereunto set their hand and seal  
this 16<sup>th</sup> day of May, 2023.

  
\_\_\_\_\_  
Jim Murray  
Head Building Maintenance Worker

\_\_\_\_\_  
Eric Burke, Superintendent

\_\_\_\_\_  
President  
Madrid-Waddington Board of Education



**Recommended  
PERSONNEL ACTIONS  
May 16, 2023**

<b>Name</b>	<b>Tenure Area</b>	<b>Assignment</b>	<b>Type of Appointment</b>	<b>Effective Date</b>	<b>Salary</b>
<b><u>Appointment</u></b>					
Elizabeth Daley		Long-Term Substitute		May 5 - June 16, 2023	258.51/day
Kinderly Dafoe		Substitute Teacher, TA, Monitor, Food Service	Annual	May 17, 2023	\$110/day; \$15/hr
Volunteer Coaches		As Per Attached List	Annual	2023-2024 SY	
<b><u>FMLA</u></b>					
Lisa Maskell		Elementary Teacher		May 22 - June 2, 2023	
Lauri Jaquith		Teaching Assistant		May 3 - June 16, 2023	
Cheryl Jensen-Merrick		Driver		Approx. April 27 - May 18, 2023	
<b><u>Resignations</u></b>					
Lauri Jaquith		Teaching Assistant	Retirement	June 30, 2023	
Bridget Davey		Teaching Assistant	Resignation	August 31, 2023	
<b><u>Contracts</u></b>					
James Murray		Head Bldg. Maintenance Worker		July 1, 2023	\$ 73,116.00

I recommend the foregoing personnel actions:

May 12, 2023

Eric Burke

**PILOT APPROVING RESOLUTION**  
**(Acer Solar, LLC and/or Affiliate(s), Subsidiary(ies) or Entity(ies)**  
**Formed or to be Formed on its behalf *Project*)**

A regular meeting of the Board of Education of the Madrid-Waddington Central School District (the “District”) convened on May \_\_, 2023 at \_\_:00 p.m.

The following resolution was duly offered and seconded, to wit:

Resolution No. \_\_\_\_\_

**WHEREAS**, Acer Solar, LLC (the “Company”) intends to build and operate a solar energy system as defined by the New York State Real Property Tax Law Section 487 (the “Project”) located at 50 Cogswell Corners Road in the Town of Madrid (Tax Parcel No. 40.004-2-20.22/1), and

**WHEREAS**, the Company, a Delaware limited liability company and/or Affiliate(s), Subsidiary(ies) or Entity(ies) Formed or to be Formed on its behalf (the “Company”), has requested the assistance of the St. Lawrence County Industrial Development Agency (the “Agency”) with a certain project (the “Project”) (A) utilizing approximately 33.5 acre parcel of land, being a portion of a 101.73 acre parcel of land (the “Land”); (B) the construction on the Land of an approximately 33.5 acre 4.312 MW-AC ground-mounted photovoltaic solar energy system including panels, racking, inverters, electrical cables, grid interconnection, site preparation, access roads and any other required improvements (the “Improvements”); and (C) the acquisition and installation therein and thereon of related fixtures, machinery, equipment and other tangible personal property (collectively, the “Equipment” and, together with the Land and Improvements, (the “Facility”)); and

**WHEREAS**, for those Taxing Jurisdictions that have not opted out of RPTL Section 487; pursuant to RPTL Section 487(9)(a), such a Taxing Jurisdiction could indicate its intent to require a PILOT Agreement with the developer, under which the developer (or any successor owner of the Project) will be required to make annual payments to the Taxing Jurisdiction for each year during the term of the PILOT Agreement, and

**WHEREAS**, the District has directed the St. Lawrence County Industrial Development Agency to manage the PILOT negotiation process for the District with developers of such solar energy systems, and

**WHEREAS**, the Company seeks to enter into a payment in lieu of tax agreement with the jurisdictions pursuant to the following terms:

1. Fifteen-year payment in lieu of tax agreement pursuant to Real Property Tax Law Section 487;
2. \$5,000 per MW payment to the effected jurisdictions, increasing 2% annually during the term of the agreement; and distributed to St. Lawrence County, Madrid-Waddington School and Town of Madrid based on their pro rata property tax distribution,

**NOW, THEREFORE, BE IT RESOLVED** that the District President is hereby authorizes the Industrial Development Agency to finalize for the District's execution a payment in lieu of tax agreement pursuant to the terms set forth above and attached hereto as Schedule A and to administer the billing and collection for the District for the term of the PILOT, upon approval of the District's Attorney.

The question of the adoption of the foregoing Resolution was duly put to vote on roll call, which resulted as follows:

<i>Yea</i>	<i>Nay</i>	<i>Absent</i>	<i>Abstain</i>
[       ]	[       ]	[       ]	[       ]
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The Resolutions were thereupon duly adopted.

SCHEDULE A (To be replaced with PILOT Agreement)

Table for In-Lieu-of-Taxes Payment:  
St. Lawrence County, Town of Madrid,  
and  
Madrid-Waddington Central School District

The St. Lawrence County Industrial Development Agency will bill the amounts listed on the table below to the respective taxing authority based upon the pro rata share for the current tax year.

Taxable Status Date: March 1, 2024

Tax Year Beginning: School District 2024/2025

Town and County 2025

\$5,000 per MW for the first year, resulting in \$21,560 to the School District, Town and County, on a pro rata basis.

The amount would increase by 2% each year for 14 years thereafter.

PILOT term would be 15 years

YEAR	SCHOOL	TOWN/COUNTY	PAYMENT
1	2024/2025	2025	\$21,560.00
2	2025/2026	2026	\$21,991.20
3	2026/2027	2027	\$22,431.02
4	2027/2028	2028	\$22,879.64
5	2028/2029	2029	\$23,337.24
6	2029/2030	2030	\$23,803.98
7	2030/2031	2031	\$24,280.06
8	2031/2032	2032	\$24,765.66
9	2032/2033	2033	\$25,260.98
10	2033/2034	2034	\$25,766.20

11	2034/2035	2035	\$26,281.52
12	2035/2036	2036	\$26,807.15
13	2036/2037	2037	\$27,343.29
14	2037/2038	2038	\$27,890.16
15	2038/2039	2039	\$28,447.96

Payments for the Jurisdiction shall be made payable to the St. Lawrence County IDA and mailed to 19 Commerce Lane, Suite 1, Canton, NY 13617 and are due no later than February 15th of each year.

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PAYMENT IN LIEU OF TAXES AGREEMENT  
FOR SOLAR ENERGY SYSTEMS

among

St. Lawrence County

Town of Madrid

Madrid-Waddington Central School District

and

Acer Solar, LLC

Dated as of \_\_\_\_ \_\_, 2023

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RELATING TO THE PREMISES LOCATED AT 50 COGSWELL  
CORNERS ROAD (TAX MAP 40.004-2-20.22/1)  
IN THE TOWN OF MADRID, ST. LAWRENCE COUNTY, NEW  
YORK.

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PAYMENT IN LIEU OF TAXES AGREEMENT  
FOR SOLAR ENERGY SYSTEMS PURSUANT TO REAL PROPERTY TAX LAW § 487

THIS AGREEMENT FOR PAYMENT IN LIEU OF TAXES FOR REAL PROPERTY, effective as of the date on the cover page, above, by and among ACER SOLAR, LLC (the “Developer”), a Delaware Limited Liability Company, with a principal place of business located at 340 Pico Blvd, Santa Monica, CA 90405; and

the County of St. Lawrence, New York, a municipal corporation duly established with a principal place of business located at 48 Court St. Canton, NY 13617 (the “County”); and

the Town of Madrid, New York, a municipal corporation duly established with a principal place of business located at 3529 County Rd 14, Madrid, NY 13660 (the “Town”); and

the Madrid-Waddington Central School District, New York, a school district duly established with a principal place of business located at 2582 State Highway 345, Madrid, NY 13660 (the “District”);

the County, Town and District are herein referred to collectively as the “Taxing Jurisdiction” and the Developer and the Taxing Jurisdiction are collectively referred to in this Agreement as the “Parties” and are individually referred to as a “Party.”

RECITALS

WHEREAS, Developer has submitted a Notice of Intent to the Taxing Jurisdiction that it plans to build and operate a “Solar Energy System” as defined in New York Real Property Tax Law (“RPTL”) Section 487 (1)(b) (herein the “Project”) with an expected nameplate capacity (“Capacity”) of approximately 4.312 Megawatts AC on a parcel of land located within the Town of Madrid and identified as SBL # 40.004-2-20.22/1, as described in Schedule A (herein the “Property”); and;

WHEREAS, the Taxing Jurisdiction has not opted out of RPTL Section 487; and

WHEREAS, pursuant to RPTL Section 487 (9)(a), the Taxing Jurisdiction has indicated its intent to require a Payment in Lieu of Taxes (“PILOT”) Agreement with the Developer, under which the Developer (or any successor owner of the Project) will be required to make annual payments to the Taxing Jurisdiction for each year during the term of this Agreement; and

WHEREAS, the Developer has submitted or will submit to the assessor of the Town of Madrid a RP-487 Application for Tax Exemption of Solar or Wind Energy Systems or Farm Waste Energy Systems, demonstrating its eligibility for a real property tax exemption pursuant to RPTL Section 487; and

WHEREAS, the Parties intend that, during the term of this Agreement, the assessed value of the Property shall remain on the taxable portion of the assessment roll with the value of the

exemption with respect to the Project, computed pursuant to subdivision two of Section 487 of the Real Property Tax Law, placed in a separate tax-exempt column for such tax rolls whereby the Developer will be exempt from any statutory real property taxes for which it might otherwise be subjected under New York State law with respect to the Project. The underlying fee owner of the Property will be assessed for any real property taxes associated with the real property upon which the Project is located;

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter contained, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Representations of the Parties.

(a) The Developer hereby represents, warrants, and covenants that, as of the date of this Agreement:

i. The Developer is duly organized, and a validly existing limited liability company, duly authorized to do business in the State of New York, has requisite authority to conduct its business as presently conducted or proposed to be conducted under this Agreement, and has full legal right, power, and authority to execute, deliver, and perform all applicable terms and provisions of this Agreement.

ii. All necessary action has been taken to authorize the Developer's execution, delivery, and performance of this Agreement and this Agreement constitutes the Developer's legal, valid, and binding obligation enforceable against it in accordance with its terms.

iii. None of the execution or delivery of this Agreement, the performance of the obligations in connection with the transactions contemplated hereby, or the fulfillment of the terms and conditions hereof will (i) conflict with or violate any provision of the Developer's Certificate of Incorporation, Certificate of Formation, bylaws or other organizational documents or of any restriction or any agreement or instrument to which the Developer is a party and by which it is bound; (ii) conflict with, violate, or result in a breach of any applicable law, rule, regulation, or order of any court or other taxing jurisdiction or authority of government or ordinance of the State of New York or any political subdivision thereof; or (iii) conflict with, violate, or result in a breach of or constitute a default under or result in the imposition or creation of any mortgage, pledge, lien, security interest, or other encumbrance under this Agreement or under any term or condition of any mortgage, indenture, or any other agreement or instrument to which it is a party or by which it or any of the Developer's properties or assets are bound.

iv. There is no action, suit, or proceeding, at law or in equity, or official investigation before or by any government authority pending or, to its knowledge, threatened against the Developer, wherein an anticipated decision, ruling, or finding would result in a material adverse effect on the Developer's ability to perform its obligations under this Agreement or on the validity or enforceability of this Agreement.

(b) Each Taxing Jurisdiction hereby represents, warrants, and covenants that,



as of the date of this Agreement:

i. The Taxing Jurisdiction has full legal right, power, and authority to execute, deliver, and perform all applicable terms and provisions of this Agreement.

ii. All necessary action has been taken to authorize the Taxing Jurisdiction's execution, delivery, and performance of this Agreement, and this Agreement constitutes the Taxing Jurisdiction's legal, valid, and binding obligation enforceable against it in accordance with its terms.

iii. There is no action, suit, or proceeding, at law or in equity, or official investigation before or by any government authority pending or, to its knowledge, threatened against the Taxing Jurisdiction, wherein an anticipated decision, ruling, or finding would result in a material adverse effect on the Taxing Jurisdiction's ability to perform its obligations under this Agreement or on the validity or enforceability of this Agreement.

2. Tax Exemption; Payment in Lieu of Real Property Taxes.

(a) Tax-Exempt Status of the Project Facility. Pursuant to RPTL 487 the Parties hereto agree that the Project shall be placed by the Taxing Jurisdiction as exempt upon the assessment rolls of the Taxing Jurisdiction. A Real Property Tax Exemption Form (RP 487) has or will be filed with the Assessor responsible for the Taxing Jurisdiction and the Project is eligible for exemption pursuant to RPTL 487 (4).

(b) Developer agrees to make annual payments to the to the Agency, for the benefit of the Taxing Jurisdiction in lieu of real property taxes for the Project for a period of fifteen (15) consecutive fiscal tax years; annual payments may not exceed the amounts that would otherwise be payable but for the RPTL 487 exemption. Such 15-year term shall commence on the first taxable status date following the date when the Project is mechanically complete and commercial operations are commenced (the "Completion Date"), and shall end the fifteenth fiscal year following the Completion Date.", unless otherwise terminated under this Agreement. The first annual payment shall be in the amount of \$5,000 per Megawatt AC of Capacity (the "Annual Payment"), escalating at a rate of 2.0% annually. Based on the Capacity of 4.312 Megawatts AC, Annual Payments to be made by Developer during the term of this Agreement shall be as listed in Schedule B. Each Annual Payment will be paid to the Agency, for the benefit of the Taxing Jurisdiction in accordance with Section 5 of this Agreement; and the annual payment amount and payment date will be noted on an annual bill issued by the Agency to the Developer, provided that any failure of the Agency to issue such a bill shall not relieve Developer of its obligation to make timely payments under this section. The Agency shall remit such payments to the Taxing Jurisdiction.

(c) Developer agrees that the payments in lieu of taxes under this Agreement will not be reduced on account of a depreciation factor or reduction in the Taxing Jurisdiction tax rate, and the Taxing Jurisdiction agrees that the payments in lieu of taxes will not be increased on account of an inflation factor or increase in the Taxing Jurisdiction tax rate, all of which factors have been considered in arriving at the payment amounts reflected in this Agreement.

3. Change in Capacity at Mechanical Completion: Adjustments to Payments. To the extent that the Capacity of the Project is more or less than the 4.312 Megawatts AC on the date when the Project is mechanically complete and Developer has commenced production of electricity, the payments set forth in Schedule B will be increased or decreased on a pro rata basis.

4. Change in Capacity After Mechanical Completion: Adjustments to Payments. If after the Completion Date the Capacity is increased or decreased as a result of the replacement or upgrade or partial removal or retirement of existing Project equipment or property or the addition of new Project equipment or property, the Annual Payments set forth in Schedule B shall be increased or decreased on a pro rata basis for the remaining years of the Agreement.

5. Payment Collection. Payments for the Taxing Jurisdiction shall be made payable to the St. Lawrence County IDA and mailed to 19 Commerce Lane, Suite 1, Canton, NY 13617 and are due no later than February 15th of each year.

All late payments shall accrue interest at the statutory rate for late tax payments under New York Law. The Developer shall pay the reasonable attorney fees, court and other costs incurred by the Taxing Jurisdiction in the collection of the unpaid amounts. All payments by the Developer hereunder shall be paid in lawful money of the United States of America.

6. Tax Status. Separate Tax Lot. The Taxing Jurisdiction agrees that during the term of this Agreement, except for the underlying fee owner of the Property, the Taxing Jurisdiction will not assess Developer for any real property taxes with respect to the Project, to which Developer might otherwise be subject under New York law, and the Taxing Jurisdiction agrees that this Agreement will exclusively govern the payments of all such taxes, provided, however, that this Agreement is not intended to affect, and will not preclude the Taxing Jurisdiction from assessing, any other taxes, fees, charges, rates or assessments which the Developer is obligated to pay, including, but not limited to, special assessments or special district assessments, fees, or charges for services provided by the Taxing Jurisdiction to the Project. Nothing in this Agreement shall limit the right of the Developer to challenge the assessment of the Project pursuant to the RPTL. Nothing in this Agreement shall preclude the Taxing Jurisdiction from assessing the underlying fee owner of the Property for any real property taxes with respect to the real property upon which the Project is located.

7. No Assignments Without Prior Notice; Binding Effect.

(a) This Agreement may not be assigned by Developer without the prior written consent of the Taxing Jurisdiction; such consent may not be unreasonably withheld if the Assignee has agreed in writing to accept all obligations of the Developer. The restrictions on assignment contained herein do not prohibit or otherwise limit changes in control of the Developer. If Developer assigns this Agreement with the advance written consent of the Taxing Jurisdiction, the Developer shall be released from all obligations under this Agreement upon assumption hereof in writing by the assignee, provided that Developer shall, as a condition of such assignment and to the reasonable satisfaction of the Taxing Jurisdiction, cure any defaults and satisfy all liabilities arising under this Agreement prior to the date of such assignment. A Notice of this Agreement may be recorded by

Developer and the Taxing Jurisdiction shall cooperate in the execution of required Assignments with the Developer and its successors. Developer may, with advance written notice to the Taxing Jurisdiction and without prior consent, assign this Agreement to an affiliate of Developer or to any party who has provided or is providing financing to Developer for the construction, operation and/or maintenance of the Project.

(b) Binding Effect. This PILOT Agreement shall inure to the benefit of, and shall be binding upon, the Taxing Jurisdiction, the Developer and their respective successors and assigns.

8. Statement of Good Faith. The Parties agree that the payment obligations established by this Agreement have been negotiated in good faith in recognition of and with due consideration of the full and fair taxable value of the Project.

9. Additional Documentation and Actions. Subject to applicable laws and regulations, each Party will, from time to time hereafter, execute and deliver or cause to be executed and delivered, such reasonable additional instruments and documents as the other Party reasonably requests for the purpose of implementing or effectuating the provisions of this Agreement. Developer shall pay all reasonable attorneys' and consulting fees incurred by the Taxing Jurisdiction to review and negotiate any such instruments or documents.

10. Notices. All notices, consents, requests, or other communications provided for or permitted to be given hereunder by a Party must be in writing and will be deemed to have been properly given or served upon the personal delivery thereof, via courier delivery service, by hand, or by certified mail, return receipt requested. Such notices shall be addressed or delivered to the Parties at their respective addresses shown below.

If to Developer: Acer Solar, LLC  
340 Pico Blvd.  
Santa Monica, CA 90405  
[Jim.geddis@ccrenew.com](mailto:Jim.geddis@ccrenew.com)

County: County of St. Lawrence  
48 Court St.  
Canton, NY 13617

Town: Town of Madrid  
3529 County Rd 14  
Madrid, NY 13660

District: Madrid-Waddington Central School  
2582 State Highway 345  
Madrid, NY 13660

PILOT Administrator: St. Lawrence County IDA  
19 Commerce Lane, Suite 1.  
Canton, NY 13617

Any such addresses for the giving of notices may be changed by either Party by giving written notice as provided above to the other Party. Notice given by counsel to a Party shall be effective as notice from such Party.

11. Applicable Law. This Agreement will be made and interpreted in accordance with the laws of the State of New York. Developer and the Taxing Jurisdiction each consent to the jurisdiction of the New York courts in and for the St. Lawrence County in which the Project is located regarding any and all matters, including interpretation or enforcement of this Agreement or any of its provisions. Accordingly, any litigation arising hereunder shall be brought solely in such courts.

12. Termination Rights of the Developer. Developer may terminate this Agreement at any time by Notice to the Taxing Jurisdiction. Upon receipt of the Notice of Termination, the Project shall be placed on the taxable portion of the tax roll effective on the next taxable status date of the Taxing Jurisdiction. Developer shall be liable for all PILOT payments due in the year of termination, except that if Developer is required to pay any part-year real property taxes, the PILOT payment for that year shall be reduced pro rata so that the Developer is not required to pay both PILOT payments and real property taxes for any period of time.

13. Termination Rights of Taxing Jurisdiction. Notwithstanding anything to the contrary in this Agreement, the Taxing Jurisdiction may terminate this Agreement on thirty (30) days written notice to Developer if:

- a. Developer fails to make timely payments required under this Agreement, unless such payment is received by the PILOT Administrator within the 30-day notice period with interest as stated in this Agreement
- b. Developer has filed, or has had filed against it, a petition in Bankruptcy, or is otherwise insolvent;
- c. Notwithstanding anything contained herein to the contrary, upon the failure by the Developer to make any payments required under this PILOT Agreement, the Taxing Jurisdiction shall have the right to recapture real property tax abatements provided hereunder. Any such recapture is at the sole and exclusive discretion of the Taxing Jurisdiction. The Taxing Jurisdiction shall notify the Developer in writing of such event of default and of its intent to recapture the PILOT benefits (or any portion thereof). Any and all recaptured payments received pursuant to this provision shall be remitted to the Taxing Jurisdiction within sixty (60) days of receipt of payment.

14. Remedies; Waiver And Notice.

(A) No Remedy Exclusive. No remedy herein conferred upon or reserved to Party is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

(B) **Delay.** No delay or omission in exercising any right or power accruing upon the occurrence of any breach of an obligation hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient.

(C) **No Waiver.** In the event any provision contained in this Agreement should be breached by any party and thereafter duly waived by the other party so empowered to act, such waiver shall be limited to the particular breach so waived and shall not be deemed to be a waiver of any other breach hereunder. No waiver, amendment, release or modification of this Agreement shall be established by conduct, custom or course of dealing.

15. **Entire Agreement.** The Parties agree that this is the entire, fully integrated Agreement between them with respect to payments in lieu of taxes for the Project.

16. **Amendments.** This Agreement may not be effectively amended, changed, modified, altered or terminated except by an instrument in writing executed by the parties hereto.

17. **No Third Party Beneficiaries.** The Parties state that there are no third-party beneficiaries to this Agreement.

18. **Severability.** If any article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion so adjudged invalid, illegal or unenforceable shall be deemed separate, distinct and independent and the remainder of this Agreement shall be and remain in full force and effect and shall not be invalidated or rendered illegal or unenforceable or otherwise affected by such holding or adjudication.

19. **Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Next page is the signature page]

[Signature page to PILOT]

Executed by the undersigned as of the day and year first written above, each of whom represents that it is fully and duly authorized to act on behalf of and bind its principals.

ACER SOLAR, LLC

By: \_\_\_\_\_  
Name:  
Title:

ST. LAWRENCE COUNTY

By: \_\_\_\_\_  
Name:  
Title:

TOWN OF MADRID

By: \_\_\_\_\_  
Name: Tony Cooper  
Title: Supervisor

MADRID-WADDINGTON CENTRAL  
SCHOOL

By: \_\_\_\_\_  
Name: Charles Grant  
Title: Board President

## SCHEDULE A

### Description of Land

All that tract or parcel of land situate in the Town of Madrid, County of St. Lawrence, State of New York, being a portion of ....., and being more precisely described as follows:

## SCHEDULE B

Year	Payment Amount
Feb 15, 2024	\$21,560.00
Feb 15, 2025	\$21,991.20
Feb 15, 2026	\$22,431.02
Feb 15, 2027	\$22,879.64
Feb 15, 2028	\$23,337.24
Feb 15, 2029	\$23,803.98
Feb 15, 2030	\$24,280.06
Feb 15, 2031	\$24,765.66
Feb 15, 2032	\$25,260.98
Feb 15, 2033	\$25,766.20
Feb 15, 2034	\$26,281.52
Feb 15, 2035	\$26,807.15
Feb 15, 2036	\$27,343.29
Feb 15, 2037	\$27,890.16
Feb 15, 2038	\$28,447.96

Payments for the Jurisdiction shall be made payable to the St. Lawrence County IDA and mailed to 19 Commerce Lane, Suite 1, Canton, NY 13617 and are due no later than February 15th of each year. Funds will be distributed to St. Lawrence County, Madrid Waddington School and Town of Madrid based on their pro-rata portion of property taxes.





September 9, 2021

Technical Description

S.B.L. 45.004-2-20.22

Lands Now or Formerly of Thomas W. & Sheila E. Smith

All that piece or parcel of land, situate in the Town of Marid, County of Saint Lawrence, State of New York, lying easterly of County Route 31 (a/k/a/ Chipman Road-66 ft. R.O.W.) and southerly of Cogswell Corners Road (49.5 ft. R.O.W.) and being more particularly bounded and described as follows;

Beginning at an iron rod found on the easterly line of County Route 31 (a/k/a/ Chipman Road) at its intersection with the division line between lands now or formerly of Thomas W. & Sheila E. Smith (Inst. #2000-00022461), the herein described, on the south and lands now or formerly of Roddy Burns (Inst. #2007-00021937) on the north; running thence along said division line the following two (2) courses:

1) North 53° 22' 52" East for a distance of 478.41 feet to an iron rod found;

2) Thence North 35° 14' 50" West for a distance of 257.52 feet to a point; said point also being the common intersection of lands n/f Smith, the herein described, on the south and east, lands n/f of Burns on the west, and lands n/f Garnet Scott Beckstead (L. 1027/P. 61) on the north; running thence along said division line between lands n/f Smith and lands n/f Beckstead the following two (2) courses:

1) North 52° 23' 47" East for a distance of 191.23 feet to a point;

2) Thence North 42° 11' 52" West for a distance of 216.42 feet to a point; said point being at the intersection of said division line between lands n/f Smith and lands n/f Beckstead with the south line of Cogswell Corners Road (49.5 ft R.O.W.); running thence along the south boundary of Cogswell Corners Road the following three (3) courses:

1) North 53° 28' 02" East for a distance of 584.69 feet to a point;

2) Thence North 53° 46' 28" East for a distance of 168.56 feet to a point; said point being the point of curvature,

3) Thence along a curve to the left with a radius of 375.96 feet, an arc length of 146.52 feet, a chord bearing North 43° 22' 31" East, for a distance of 145.60 feet to an iron rod found; said iron rod found is also the intersection of the division line between lands n/f Smith, the herein described, on the south and lands n/f Kenneth & Patricia Aldrich (Inst. #2019-00007561) with the south line of Cogswell Corners Road; running thence along said division line between lands n/f Smith and lands n/f Aldrich the following two (3) courses and distances:

1) North 53° 47' 17" East for a distance of 694.73 feet to an iron rod found;

2) Thence South 43° 56' 31" East for a distance of 577.13 feet to a point;

3) Thence South 34° 53' 05" East for a distance of 32.74 feet to a point; said point being the common intersection of lands n/f Smith, the herein described on the southwest, lands n/f Aldrich on the north, and lands n/f Maplevue Farms, LLC. (Inst. #1999-00009976) on the east; running thence along the division line between lands n/f Smith, the herein described, and lands n/f Maplevue Farms, LLC. the following three (4) courses and distances:

1) South 34° 53' 05" East for a distance of 931.68 feet to a point;

2) Thence South 53° 31' 30" West for a distance of 256.08 feet to a point;

3) Thence South 34° 03' 57" East for a distance of 630.96 feet to a point;

4) Thence South 53° 31' 42" West passing through an iron pipe found being the common intersection of lands n/f Smith, the herein described, on the north, lands n/f Maplevue Farms, LLC. on the southeast and other lands n/f Thomas W. & Sheila E. Smith (Inst. #2002-00006074) on the southwest; continuing thence along said division line between lands n/f Smith and other lands n/f Smith, for a total distance of 1744.62 feet to a point; said point being the common intersection of lands n/f Smith, the herein described, on the northeast, other lands n/f Smith on the south, and lands n/f Mark Fisher & Lori Ann Sheffield (inst. #2015-00002732) on the northwest; running thence along the division line between land n/f Smith and lands n/f Fisher and Sheffield the following two (2) courses and distances:

1) North 36° 28' 30" West for a distance of 330.00 feet to a point;

2) Thence South 53° 31' 30" West for a distance of 290.45 feet to a point, said point being the intersection of said division line with the east line of County Route 31 (a/k/a Chipman Road); running thence along County Route 31 (a/k/a Chipman Road) the following two (2) courses:

1) North 35° 21' 38" West for a distance of 1263.91 feet to a point;

2) Thence North 36° 27' 11" West for a distance of 72.82 feet to an iron rod found, said iron rod found being the point and place of beginning, containing 101.73 Acres, more or less.

Subject to easement agreement as recorded in the Saint Lawrence County Clerk's Office in Liber 1044 of deeds at Page 144 on October 26, 1990.

Also, subject to any and all easements, conditions, covenants and/or restrictions of record that may affect the above described parcel.

The above described the same premises conveyed by Garnet Scott Beckstead to Thomas W. & Sheila E. Smith by deed dated November 14, 2000 and recorded in the Saint Lawrence County Clerk's Office on November 14, 2000 as Instrument #2000-00022461.

The above described being more fully shown on a map entitled "ALTA/NSPS Boundary & Topographic Survey for Cypress Creek Renewables-Acer Solar, LLC, Town of Madrid, County of Saint Lawrence, State of New York" as prepared by Ingalls & Associates, LLP on September 8, 2021.

## Section 10 Athletics

### COMBINED TEAMS APPLICATION

1. Describe the reason(s) for this request and any history that will help demonstrate need:  
Madrid-Waddington CS does not offer Cross Country.

2. List all schools considered: Indicate their anticipated number of participants and league record for the previous year.

HOST SCHOOL	BEDs # (9-11 only)	Current # of Players	Total # of Players Last Season
Canton CS			
REQUESTING SCHOOL	BEDs # (9-11 only)	Current # of Players	Total # of Players Last Season
Madrid-Waddington CS	136		

**Original Team Classification/Division**

**Classification/Division With Combined School(s)**

3. What name will the team use? Canton CS
4. Which Athletic Director is responsible for the team? Bill Porter/CCS  
 What, if any, are the financial obligations to the host school? Standard operating costs  
 What, if any, are the financial obligations of the requesting school? Merger fees per student  
***NOTE:** Financial obligations, if any, will be paid directly by the school or a school organization.*
5. Which school will be responsible for awards? Canton CS  
 Which school will be responsible for game/contest transportation? CCS ( games only)  
 Which school will be responsible for the coach? Canton CS
6. Which facility will be used for practices and contests? Canton CS
7. Do the schools involved participate in the Advanced Placement Process? If one or more do not, please explain procedure to be used. (use back of form)

The following schools:	1. <u>Madrid-Waddington CS</u>	2. <u>Canton CS</u>	
	3. _____	4. _____	

have agreed, with the Board of Education approval, to combine in the sport of:  
Cross Country (both) at the Mod & Varsity Level, during the 2023-2024 school year.  
(Boys only, Girls only) (Both ) (MOD, JV, VAR)

\_\_\_\_\_  
 Signature of the **Requesting** Superintendent\*

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Signature of the **Host** Superintendent

\_\_\_\_\_  
 Date

## Section 10 Athletics

### COMBINED TEAMS APPLICATION

1. Describe the reason(s) for this request and any history that will help demonstrate need:

Madrid-Waddington does not offer football.

2. List all schools considered: Indicate their anticipated number of participants and league record for the previous year.

HOST SCHOOL	BEDs # (9-11 only)	Current # of Players	Total # of Players Last Season
Canton CS			
REQUESTING SCHOOL	BEDs # (9-11 only)	Current # of Players	Total # of Players Last Season
Madrid-Waddington CS	136		

**Original Team Classification/Division**

**Classification/Division With Combined School(s)**

3. What name will the team use? Canton CS

4. Which Athletic Director is responsible for the team? Bill Porter/CCS

What, if any, are the financial obligations to the host school? Standard operating costs

What, if any, are the financial obligations of the requesting school? Merger fees per student

**NOTE:** Financial obligations, if any, will be paid directly by the school or a school organization.

5. Which school will be responsible for awards? Canton CS

Which school will be responsible for game/contest transportation? Canton CS (games only)

Which school will be responsible for the coach? Canton CS

6. Which facility will be used for practices and contests? Canton CS

7. Do the schools involved participate in the Advanced Placement Process? If one or more do not, please explain procedure to be used. (use back of form)

The following schools: 1. Madrid-Waddington CS 2. Canton CS  
3. \_\_\_\_\_ 4. \_\_\_\_\_

have agreed, with the Board of Education approval, to combine in the sport of:

Boys Football at the Mod, JV & Varsity Level, during the 2023-2024 school year.  
(Boys only, Girls only) (Both ) (MOD, JV, VAR)

Signature of the **Requesting** Superintendent\*

Date

Signature of the **Host** Superintendent

Date

# Section 10 Athletics

## COMBINED TEAMS APPLICATION

1. Describe the reason(s) for this request and any history that will help demonstrate need:  
Madrid-Waddington CS does not offer hockey.

2. List all schools considered: Indicate their anticipated number of participants and league record for the previous year.

HOST SCHOOL	BEDs # (9-11 only)	Current # of Players	Total # of Players Last Season
Norwood-Norfolk CS			
REQUESTING SCHOOL	BEDs # (9-11 only)	Current # of Players	Total # of Players Last Season
Madrid-Waddington CS	136		

**Original Team Classification/Division**

**Classification/Division With Combined School(s)**

3. What name will the team use? Norwood-Norfolk CS
4. Which Athletic Director is responsible for the team? Becky Burns/NNCS  
 What, if any, are the financial obligations to the host school? Standard operating costs  
 What, if any, are the financial obligations of the requesting school? Merger fee per student  
***NOTE:** Financial obligations, if any, will be paid directly by the school or a school organization.*
5. Which school will be responsible for awards? Norwood-Norfolk CS  
 Which school will be responsible for game/contest transportation? NNCS (games only)  
 Which school will be responsible for the coach? Norwood-Norfolk CS
6. Which facility will be used for practices and contests? Norwood-Norfolk CS
7. Do the schools involved participate in the Advanced Placement Process? If one or more do not, please explain procedure to be used. (use back of form)

The following schools: 1. Madrid-Waddington CS 2. Norwood-Norfolk CS  
 3. \_\_\_\_\_ 4. \_\_\_\_\_

have agreed, with the Board of Education approval, to combine in the sport of:

Boys Hockey at the Varsity Level, during the 2023-2024 school year.  
 (Boys only, Girls only) (Both ) (MOD, JV, VAR)

Signature of the **Requesting** Superintendent\*

Date

Signature of the **Host** Superintendent

Date

# Section 10 Athletics

## COMBINED TEAMS APPLICATION

1. Describe the reason(s) for this request and any history that will help demonstrate need:  
Madrid-Waddington CS does not offer hockey.

2. List all schools considered: Indicate their anticipated number of participants and league record for the previous year.

HOST SCHOOL	BEDs # (9-11 only)	Current # of Players	Total # of Players Last Season
Canton CS			
REQUESTING SCHOOL	BEDs # (9-11 only)	Current # of Players	Total # of Players Last Season
Madrid-Waddington CS	136		

**Original Team Classification/Division**

**Classification/Division With Combined School(s)**

3. What name will the team use? Canton CS
4. Which Athletic Director is responsible for the team? Bill Porter/CCS  
 What, if any, are the financial obligations to the host school? Standard operating costs  
 What, if any, are the financial obligations of the requesting school? Merger fees per student  
***NOTE:** Financial obligations, if any, will be paid directly by the school or a school organization.*
5. Which school will be responsible for awards? Canton CS  
 Which school will be responsible for game/contest transportation? Canton CS (games only)  
 Which school will be responsible for the coach? Canton CS
6. Which facility will be used for practices and contests? Canton CS
7. Do the schools involved participate in the Advanced Placement Process? If one or more do not, please explain procedure to be used. (use back of form)

The following schools: 1. Madrid-Waddington CS 2. Canton CS  
 3. \_\_\_\_\_ 4. \_\_\_\_\_  
 have agreed, with the Board of Education approval, to combine in the sport of:  
Girls Hockey at the Varsity Level, during the 2023-2024 school year.  
 (Boys only, Girls only) (Both ) (MOD, JV, VAR)

Signature of the **Requesting** Superintendent\*

Date

Signature of the **Host** Superintendent

Date

## Section 10 Athletics

### COMBINED TEAMS APPLICATION

1. Describe the reason(s) for this request and any history that will help demonstrate need:

Madrid-Waddington CS does not offer indoor track and field.

2. List all schools considered: Indicate their anticipated number of participants and league record for the previous year.

HOST SCHOOL	BEDs # (9-11 only)	Current # of Players	Total # of Players Last Season
Canton CS			
REQUESTING SCHOOL	BEDs # (9-11 only)	Current # of Players	Total # of Players Last Season
Madrid-Waddington CS	136		

**Original Team Classification/Division**

**Classification/Division With Combined School(s)**

3. What name will the team use? Canton CS

4. Which Athletic Director is responsible for the team? Bill Porter/CCS

What, if any, are the financial obligations to the host school? Standard operating costs

What, if any, are the financial obligations of the requesting school? Merger fees per student

**NOTE:** Financial obligations, if any, will be paid directly by the school or a school organization.

5. Which school will be responsible for awards? Canton CS

Which school will be responsible for game/contest transportation? Canton CS (games only)

Which school will be responsible for the coach? Canton CS

6. Which facility will be used for practices and contests? Canton CS

7. Do the schools involved participate in the Advanced Placement Process? If one or more do not, please explain procedure to be used. (use back of form)

The following schools: 1. Madrid-Waddington CS 2. Canton CS  
3. \_\_\_\_\_ 4. \_\_\_\_\_

have agreed, with the Board of Education approval, to combine in the sport of:

Indoor Track (both) at the Mod & Varsity Level, during the 2023-2024 school year.

(Boys only, Girls only) (Both )

(MOD, JV, VAR)

Signature of the **Requesting Superintendent\***

Date

Signature of the **Host Superintendent**

Date

## Section 10 Athletics

### COMBINED TEAMS APPLICATION

1. Describe the reason(s) for this request and any history that will help demonstrate need:  
Madrid-Waddington Central School does not offer swimming.

2. List all schools considered: Indicate their anticipated number of participants and league record for the previous year.

HOST SCHOOL	BEDs # (9-11 only)	Current # of Players	Total # of Players Last Season
Canton Central School			
REQUESTING SCHOOL	BEDs # (9-11 only)	Current # of Players	Total # of Players Last Season
Madrid-Waddington CS			

**Original Team Classification/Division**

**Classification/Division With Combined School(s)**

3. What name will the team use? Canton CS
4. Which Athletic Director is responsible for the team? Bill Porter/CCS  
 What, if any, are the financial obligations to the host school? Standard operating costs  
 What, if any, are the financial obligations of the requesting school? Merger fee per student  
***NOTE:** Financial obligations, if any, will be paid directly by the school or a school organization.*
5. Which school will be responsible for awards? Canton CS  
 Which school will be responsible for game/contest transportation? Canton CS (games only)  
 Which school will be responsible for the coach? Canton CS
6. Which facility will be used for practices and contests? Canton CS
7. Do the schools involved participate in the Advanced Placement Process? If one or more do not, please explain procedure to be used. (use back of form)

The following schools:	1. <u>Madrid-Waddington CS</u>	2. <u>Canton CS</u>	
	3. _____	4. _____	
have agreed, with the Board of Education approval, to combine in the sport of: <u>Swimming (both)</u> at the <u>Mod &amp; Varsity</u> Level, during the <u>2023-2024</u> school year. (Boys only, Girls only) (Both ) (MOD, JV, VAR)			

\_\_\_\_\_  
 Signature of the **Requesting** Superintendent\*

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Signature of the **Host** Superintendent

\_\_\_\_\_  
 Date



## Section 10 Athletics

### COMBINED TEAMS APPLICATION

1. Describe the reason(s) for this request and any history that will help demonstrate need:  
Madrid-Waddington CS does not offer Lacrosse.

2. List all schools considered: Indicate their anticipated number of participants and league record for the previous year.

HOST SCHOOL	BEDs # (9-11 only)	Current # of Players	Total # of Players Last Season
Canton CS			
REQUESTING SCHOOL	BEDs # (9-11 only)	Current # of Players	Total # of Players Last Season
Madrid-Waddington CS	136		

**Original Team Classification/Division**

**Classification/Division With Combined School(s)**

3. What name will the team use? Canton CS
4. Which Athletic Director is responsible for the team? Bill Porter/CCS
- What, if any, are the financial obligations to the host school? Standard operating costs
- What, if any, are the financial obligations of the requesting school? Merger fees per student
- NOTE:** Financial obligations, if any, will be paid directly by the school or a school organization.
5. Which school will be responsible for awards? Canton CS
- Which school will be responsible for game/contest transportation? CCS (games only)
- Which school will be responsible for the coach? Canton CS
6. Which facility will be used for practices and contests? Canton CS
7. Do the schools involved participate in the Advanced Placement Process? If one or more do not, please explain procedure to be used. (use back of form)

The following schools:	1. <u>Madrid-Waddington CS</u>	2. <u>Canton CS</u>	3. _____	4. _____
have agreed, with the Board of Education approval, to combine in the sport of:				
<u>Girls Lacrosse</u>	at the	<u>Mod &amp; Varsity</u>	Level, during the	<u>2023-2024</u> school year.
(Boys only, Girls only) (Both )		(MOD, JV, VAR)		

\_\_\_\_\_  
 Signature of the **Requesting** Superintendent\*

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Signature of the **Host** Superintendent

\_\_\_\_\_  
 Date

## Section 10 Athletics

### COMBINED TEAMS APPLICATION

1. Describe the reason(s) for this request and any history that will help demonstrate need:  
Madrid-Waddington CS does not offer lacrosse.

2. List all schools considered: Indicate their anticipated number of participants and league record for the previous year.

HOST SCHOOL	BEDs # (9-11 only)	Current # of Players	Total # of Players Last Season
Canton CS			
REQUESTING SCHOOL	BEDs # (9-11 only)	Current # of Players	Total # of Players Last Season
Madrid-Waddington CS	136		

**Original Team Classification/Division**

**Classification/Division With Combined School(s)**

3. What name will the team use? Canton CS
4. Which Athletic Director is responsible for the team? Bill Porter/CCS
- What, if any, are the financial obligations to the host school? Standard operating costs
- What, if any, are the financial obligations of the requesting school? Merger fees per student
- NOTE:** Financial obligations, if any, will be paid directly by the school or a school organization.
5. Which school will be responsible for awards? Canton CS
- Which school will be responsible for game/contest transportation? Canton CS (games only)
- Which school will be responsible for the coach? Canton CS
6. Which facility will be used for practices and contests? Canton CS
7. Do the schools involved participate in the Advanced Placement Process? If one or more do not, please explain procedure to be used. (use back of form)

The following schools: 1. Madrid-Waddington CS 2. Canton CS  
 3. \_\_\_\_\_ 4. \_\_\_\_\_

have agreed, with the Board of Education approval, to combine in the sport of:  
Boys Lacrosse at the Modified Level, during the 2023-2024 school year.  
 (Boys only, Girls only) (Both ) (MOD, JV, VAR)

Signature of the **Requesting** Superintendent\*

Date

Signature of the **Host** Superintendent

Date

## Section 10 Athletics

### COMBINED TEAMS APPLICATION

1. Describe the reason(s) for this request and any history that will help demonstrate need:

Madrid-Waddington does not offer wrestling.

2. List all schools considered: Indicate their anticipated number of participants and league record for the previous year.

HOST SCHOOL	BEDs # (9-11 only)	Current # of Players	Total # of Players Last Season
Canton CS			
REQUESTING SCHOOL	BEDs # (9-11 only)	Current # of Players	Total # of Players Last Season
Madrid-Waddington CS	136		

**Original Team Classification/Division**

**Classification/Division With Combined School(s)**

3. What name will the team use? Canton CS
4. Which Athletic Director is responsible for the team? Bill Porter/CCS
- What, if any, are the financial obligations to the host school? Standard operating costs
- What, if any, are the financial obligations of the requesting school? Merger fees per student
- NOTE:** Financial obligations, if any, will be paid directly by the school or a school organization.
5. Which school will be responsible for awards? Canton CS
- Which school will be responsible for game/contest transportation? Canton CS (games only)
- Which school will be responsible for the coach? Canton CS
6. Which facility will be used for practices and contests? Canton CS
7. Do the schools involved participate in the Advanced Placement Process? If one or more do not, please explain procedure to be used. (use back of form)

The following schools: 1. Madrid-Waddington CS 2. Canton CS

3. \_\_\_\_\_ 4. \_\_\_\_\_

have agreed, with the Board of Education approval, to combine in the sport of:

wrestling (Both) at the Mod & Varsity Level, during the 2023-2024 school year.

(Boys only, Girls only) (Both ) (MOD, JV, VAR)

Signature of the **Requesting** Superintendent\*

Date

Signature of the **Host** Superintendent

Date