SERVICES AGREEMENT

AGREEMENT, effective as of this 15th day of March 2024, by and between the DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY, with offices at Dulles State Office Building. 317 Washington Street. Watertown, New York 13601 NYS Contract #P68695 (the "Operator"), and the ST. LAWRENCE-LEWIS BOARD OF COOPERATIVE EDUCATIONAL SERVICES, with administrative offices at 40 West Main Street, Canton New York 13617 (the "BOCES").

RECITALS

A. The Operator is a public benefit corporation, created and existing by virtue of Title 29 of the New York Public Authorities Law to serve the infrastructure and economic development needs of Jefferson, Lewis and St. Lawrence Counties, New York.

B. The BOCES is an educational entity that has been created pursuant to Article 40 of the New York State Education Law for the purpose of providing shared educational services for its component school districts.

C. The BOCES desires to engage Operator to provide certain services, and Operator desires to provide such services, to the BOCES for its use and for the use of the participating component school districts pursuant to the terms and conditions of this Agreement.

D. The BOCES and the Operator have agreed to enter into this Agreement for the Operator's provision of certain services in exchange for the BOCES' payment for such services rendered. The BOCES is authorized to enter into this Agreement.

E. The BOCES provides electronic linking to all participating agencies within its regional information center service area to allow for the transfer of administrative and instructional data between and among the participating. The parties further desire to allow the BOCES to connect via other private or public telecommunications carrier at a meet point for the transmission of data between the BOCES and its component school districts.

AGREEMENT

NOW, THERFORE, in consideration of the foregoing and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. PRIOR AGREEMENT.

This Agreement supersedes and replaces that certain Agreement for Lease of Communications Facilities made by the parties on or about March 14, 2014, and such previous agreement hereby is cancelled effective 6/30/18 by the mutual Consent of the parties.

2. DEFINITIONS.

As used in this Agreement, the following terms shall have the meanings set forth below:

A. Left Intentionally Blank.

B. "Agreement" means this written Services Agreement between the Operator and the BOCES, including the Exhibits attached hereto. All Exhibits are incorporated into and made a part of this Agreement as if fully set forth herein.

C. "Competitive," as it relates to the fees charged by the Operator for the services to be provided hereunder, means that the schedule of fees set forth in Exhibit "A," during the Term, will not be more than five percent (5%) higher than the average fee for competitive and comparable services charged by the majority of other telecommunications service providers that operate in Central and Northern New York subject to New York State Public Service Commission tariffs. Comparable services shall be E-rate or other applicable funding eligible. BOCES audible, and equivalent in technological capabilities and level of service as the Services provided by Operator.

D. "Effective Date" means the date set forth in the initial paragraph of this Agreement.

E. "Exhibits" means the documents annexed to this Agreement.

F. "Network" means the Operator's fiber optic telecommunications system used to deliver the Services to the BOCES and the participating component school districts, in accordance with the terms and conditions of this Agreement. G. "Participating component school districts" means those component school districts of the BOCES listed on Exhibit "A" that have elected to participate in the cooperative service agreement (CO-SER) to be offered by BOCES which will enable the participating component school districts to use the Services. The term also includes those additional component school districts of the BOCES that may hereafter elect to participate in such CO-SER.

H. "Services" means the digital transmission services, including but not limited to gigabit Ethernet ("GigE") services provided to the BOCES and the participating component school districts by the Operator in accordance with the terms of this Agreement, as more particularly described and at the rates set forth in Exhibit "A" attached hereto and made a part hereof.

I. "Substantially the same Service" means service under a contract with another telecommunications service provider that has not expired as of the Effective Date of this Agreement that is functionally equivalent service to the Services provided by the Operator pursuant to this Agreement.

J. "Temporary interruption of service" means an n y loss of use of the Services for up to five (5) consecutive business days. Any loss of use of the Services beyond five (5) consecutive business days, except for an interruption caused by Force Majeure events or the BOCES' default, as described in Section 11 of this Agreement, shall be considered a default by the Operator as set forth in Section 12 of this Agreement.

3. PROVISION OF SERVICE.

A. The Operator will provide the Services in compliance with sound industry standards and pursuant to the terms and conditions set forth in this Agreement.

B. The BOCES thereafter will offer the component school districts the opportunity to use the Services as a cooperative service pursuant to Education Law §1950(d)(1), and the participating component school districts each have indicated that it will enter into a CO- SER with the BOCES to participate in said Service, as more particularly described in Exhibit "A." The BOCES and the participating component school districts shall use the Services for voice, data, and video transmission between and among the BOCES and the participating component school districts pursuant to the terms and conditions set forth in this Agreement.

C. The Operator shall be responsible, in its sole discretion, f or the design, construction, ownership, maintenance and operation of its Network for the provision of Services as described in this Agreement.

D. The BOCES and the participating component school districts each shall provide reasonable access to their respective facilities as required for Operator properly to Provision the Services.

4. <u>TERM.</u>

A. The term of this Agreement shall be five (5) years, commencing, July 1, 2024, and ending on June 30, 2029 (the "Term").

5. This section intentionally left blank.

6. <u>POINTS OF CONTACT.</u>

The Operator will designate a person known as the Project Manager to whom the BOCES

shall address all communications regarding this Agreement. The objective of designating the Project Manager is to provide a single point of contact who has management authority over the Operator's employees, subcontractors, agents and any third parties involved in the successful provision of the Services. The BOCES will also designate a person known as the Project Manager, who will be the single point of contact to whom the Operator is to address all communications with respect to this Agreement.

7. <u>COMPATIBILITY.</u>

The Services to be provided by the Operator pursuant to this Agreement shall be compatible with and able to integrate into the existing telecommunications systems of the BOCES, the participating component school districts and the RIC.

8. <u>E-RATE ELIGIBILITY.</u>

It is the intention of the parties that the Services provided under this Agreement shall be eligible services delivered to eligible entities for eligible purposes in accordance with the rules and regulations of the federal Schools and Libraries Universal Service Support Mechanism, as may be amended or replaced from time to time, ("E-Rate"). The Operator shall use reasonable best efforts to ensure that the Services shall be E-rate eligible upon commencement of, and continuously throughout the Term of this Agreement. The BOCES represents that it is, and continuously throughout the Term shall be, in compliance with applicable E-Rate requirements relating to the Services provided by Operator under this Agreement. The BOCES represents that it and the participating component school districts are eligible entities and the Services shall be used for eligible purposes in accordance with E-Rate upon commencement of, and continuously throughout the Term of this Agreement, If a final determination is made by the appropriate regulatory authority that the Services, the BOCES or the participating component school districts are not E-rate eligible, this Agreement may be terminated by either party upon thirty (30) days written notice to the other.

9. FACILITY CLOSING.

If at any time during the term of this agreement, or renewal, the BOCES or one of its component districts discontinues the use of any facility for education purposes, and services to this site are no longer required, the BOCES shall not be charged for services associated with said facility provided the Operator was given 60 days prior notice.

10. R ATES AND PAYMENT OF FEES.

A. The BOCES agrees to pay the Operator an annual fee, payable in monthly installments and pro-rated as of the Acceptance Date for the BOCES, and/or a participating component school district, in exchange for its use of the Services and for use of the Services by the participating component school districts as set forth in Exhibit "A" to this Agreement. The BOCES also agrees to facilitate service to the RIC. The BOCES' obligation to make payments hereunder with respect to any site listed on Exhibit "A" for a participating component school district which enters into a CO-SER with BOCES, shall commence with the first full calendar month following the issuance of an Acceptance Notice with respect to that participating component school district.

B. The applicable CO-SER will provide that each participating component school district is to pay the fees set forth on Exhibit "A" to BOCES. A copy of the initial applicable CO-SER is attached to this Agreement as Exhibit "B." The final version thereof will be substituted upon approval of the parties. The BOCES shall pay the Operator the fees as set forth on Exhibit "An" only with respect to any participating component school district that has entered or hereafter enters into an applicable CO-SER. However, the BOCES shall not be liable to the Operator for any amount beyond the amount that is actually paid to the BOCES by the participating component school districts pursuant to said CO-SER. In entering into this Agreement, the BOCES is not acting as the agent of the participating component school districts and has not held itself out as having the ability to bind the participating component school districts.

C. The monthly fee to be paid by BOCES shall begin to accrue on the Effective Date, without discounts, and shall be due on the 1st day of each month during the Term of this Agreement. BOCES shall pay all amounts due the Operator for the Services, in full and without discount. The BOCES shall be responsible. In its sole discretion. For seeking E-Rate reimbursement for the Services.

D. In the event that any monthly payment is not received by the 15th day following its due date, the BOCES shall pay the Operator a late payment fee of 2% of the overdue payment if the late payment is for the BOCES' use of the Services. The CO-SER will also provide that, in the event a participating component school district is late in making payment so that its use fee is not paid to the Operator by the 15th day following its due date, the participating component school district a late payment fee of 2% of the overdue the overdue payment.

11. <u>DEFAULT BY BOCES</u>.

In the event of a default by the BOCES with respect to any provision of this Agreement, including the failure to make timely payment of fees as provided in Section 10 and Exhibit "A," the Operator shall provide BOCES with written notice of the default. The BOCES may cure the default within fifteen (15) days following receipt of the notice of default, if the basis for the notice is a non-payment of any fee or other amount due hereunder, or within thirty (30) days following receipt of the notice of default, if the basis for the notice is something other than a payment default. In the event the BOCES does not cure the default in its entirety, within the cure period set forth above, the right of the BOCES or the participating component school district causing such default to use the Services as provided in this Agreement shall terminate, and the Operator shall be entitled to immediately disconnect the BOCES from the Services if the default is with respect to the BOCES' act or omission, or immediately disconnect the relevant site(s) used by a participating component school district committing the act or omission of default. In addition to the remedies provided in this Section. The Operator shall be entitled. Whether for its own benefit or on behalf of the BOCES. As the case may be, to any other remedies permitted by law or in equity.

12. <u>DEFAULT BY THE OPERATOR.</u>

In the event of a Default by the Operator of any of the provisions of this Agreement, BOCES shall provide the Operator with written notice of the default. In the event that the Operator has not cured the default within thirty (30) days following said notice, the BOCES may terminate the Agreement. In the event of the Operator's default, the BOCES shall be entitled to all remedies permitted by law or in equity in addition to those provided in this Agreement.

13. EARLY TERMINATION.

The BOCES may terminate this Agreement prior to the expiration of the Term, upon thirty (30) days prior written notice to the Operator, if there is any change in federal or state law that precludes use of the Services by the BOCES or the participating component school districts. The occurrence of one of the foregoing events that constitutes a ground for early termination shall be subject to the requirement for written notice by the BOCES as provided in Section 12 of this Agreement. If the notice of termination is disputed, this Agreement shall remain in full force and effect until a final decision is rendered in accordance with the provisions of Section 28. In the event of an early termination upon either basis, the BOCES shall not be liable for any unpaid charges that would otherwise accrue during the remainder of the applicable Term.

14. MAINTENANCE AND REPAIR OBLIGATIONS.

A. The Operator shall perform, or cause to be performed under its direction, all maintenance, repair, and replacement of the Services. The BOCES shall not perform any repair or maintenance of the Services unless Operator is unable to do so or fails to do so after five (5) days' notice of any defect or performance problem.

B. The Operator shall ensure that an adequate number of appropriately qualified and trained employees or third party contractors are available at all times to repair and maintain the Services in accordance with the terms of this Agreement. Such personnel shall be available 24 hours a day, 7 days per week to respond to emergency outages and problems.

C. In the event that any maintenance could reasonably be expected to cause a disruption to the use of the Services by the BOCES or a participating component school district, the Operator shall give the BOCES notice as promptly as possible under the circumstances at the time. The Operator shall not remove any equipment of the BOCES or a participating component school district from service during routine maintenance unless it is critical to the repair, and only if the Operator shall have notified the BOCES in advance of such removal and the length of the anticipated out-of-service period.

D. The Operator will schedule and perform periodic maintenance checks and services from time to time of the Services in its reasonable discretion and in accordance with the applicable specifications.

E. The BOCES shall not be responsible for any additional maintenance fees, except where the required maintenance results from the acts or omissions of the BOCES or of a participating component school district.

F. The BOCES shall provide the Operator with access to equipment and premises under the BOCES' control which are used in connection with the Services to enable Operator, in its reasonable judgment, to perform testing, adjustments, maintenance or other procedures which are necessary or desirable to maintain the Services in accordance with the terms of this Agreement. Except in an emergency, the Operator will schedule such work at times which will minimize disruption to the BOCES' operations, and will, if practical, give the BOCES at least forty-eight (48) hours advance notice of such work.

15. <u>TEMPORARY INTERRUPTION.</u>

BOCES shall not be required to pay for use of the Services during any period of interrupted service in excess of four (4) hours unless the cause of said interruption is BOCES' breach of this Agreement, or the fault of BOCES or of a participating component school district. In the event of a temporary interruption of the service to be provided under this Agreement, BOCES' recovery against the Operator shall be limited to the fee payable by the BOCES to the Operator pro-rated on a daily basis for the time period during which the temporary interruption of service occurs. Any interruption of service shall be repaired in accordance with the Level of Service Commitment attached hereto as Exhibit "C" which is hereby made a part of this Agreement So long as Operator uses its best efforts to effect repairs in accordance with the Level of Service Commitment, it shall not be deemed in default of this Agreement.

16. <u>REGULATORY REQUIREMENTS.</u>

If the Federal Communications Commission, the Commissioner of Education, the New York State Public Service Commission, a court of competent jurisdiction, or other governmental entity issues a rule, regulation, law or order that has the effect of canceling, changing, or superseding any term or provision of this Agreement (collectively, "Regulatory Requirements"), then this Agreement will be deemed modified to the extent necessary to comply with the Regulatory Requirements, unless such Regulatory Requirement adversely and mate1iall y affects a part y's rights or obligations under this Agreement. If in the event of an adverse and material change. The parties agree to negotiate, in good faith, a mutually agreeable modification that is consistent with such Regulatory Requirement. If the parties cannot agree to such modification within thirty (30) days after the Regulatory Requirement is effective, then upon written notice, either party may, to the extent practicable, terminate that portion of this Agreement impacted by the Regulatory Requirement.

17. COMMISSIONER'S APPROVAL.

To the extent required by applicable regulations, this Agreement shall not be enforceable against the BOCES unless and until the same has been approved by the Commissioner of Education. The Commissioner's approval, if required by law or regulation. Must also be obtained prior to any Renewal Term.

18. INDEMNIFICATION.

Subject to the provisions of Sections 11, 12 and 19 of this Agreement, each party hereby releases and agrees to indemnify, defend, protect and hold harmless (the "Releasor") the other party (the "Releasee") from and against, and assumes liability for: (i) an y and all causes of action, demands, claims, suits, losses, liabilities, deficiencies, judgments or costs (collectively, "Damages") which may be brought by or asserted by Releasor, or any other action or matter of any nature arising out of, connected to, or related to Releasor's provision or use of the Services; or (ii) each and every breach, or material default by Releasor of any of its representations, warranties, covenants, agreements, duties or obligations hereunder; or (iii) any violation by Releasor of any regulation, rule, statute or court order of any local, state or federal governmental agency, court or body in connection with Releasor's performance of its obligations under this Agreement; or (iv) any of the acts, omissions, negligence or willful misconduct of Releasor or its directors, officers, affiliates, employees, or agents in connection with the performance of this Agreement, unless the claim results from the actions or omissions of Releasor at the director or on the request of Releasee, or from the actions or omissions of Releasee, or unless liability is otherwise disclaimed in another written Instrument signed by the parties hereto.

19. LIMITATION OF LIABILITY AND WARRANTY.

A. The liability of Operator for the Services provided under this Agreement shall

in no event exceed the limitations of liability set forth in the applicable tariffs or regulatory rule or order, or, if there is no applicable tariff provision, rule or order, the total amount paid for the applicable Service pursuant to this Agreement. Notwithstanding the foregoing, Operator will not be liable for interruptions in Services caused by failure or hardware or software, failure of communications services, power outages, or other interruptions not within the complete control of Operator.

B. In no event will Operator be liable for any lost profits or business opportunities, or for any special, indirect or consequential damages, even if advised of the possibility thereof. Operator shall not be liable for any loss, cost, claim, or expense experienced or incurred by BOCES resulting from the use of the Services. Except as provided herein, Operator disclaims all warranties with respect to its network, facilities, transmission, equipment, data or services provided hereunder, including without limitation any warranty of merchantability or fitness for any particular purpose or function.

20. PARTIAL INVALIDITY.

This Agreement shall be construed pursuant to the laws of The State of New York. In the event that any provision of this Agreement shall he held invalid or non-binding by any court or administrative agency of competent jurisdiction. The remaining provision s thereof shall remain unaffected and shall continue to be in full force and effect.

21. ENTIRE AGREEMENT.

This Agreement represents the entire understanding of the parties in connection with the subject matter hereof, and may only be amended by separate written agreement signed by both parties. All exhibits and other attachments identified herein are incorporated into and made a part of this Agreement.

22. COUNTERPARTS.

This Agreement may be signed in one or more identical counterpart copies, each of which shall then constitute an original and fully binding instrument.

23. CAPTIONS.

The Section headings contained herein are for the sake of convenience only. They do not limit or qualify the content, scope or intent of the specific provisions of this Agreement which they introduce.

24. NOTICES AND CONSENTS.

Any notices, consents or demands referred to in this Agreement shall, except where otherwise indicated, be in writing and delivered to the proper recipient at the addresses stated above, or to another address provided by a party in writing delivered to the other party.

25. EFFECT AND SCOPE.

This Agreement is binding upon and inures to the benefit of the parties hereto and their respective representatives, successors or assigns. This Agreement supersedes all prior discussions and negotiations and replaces all prior understandings, verbal and/or otherwise, relative to the subject contained herein.

26. ASSIGNMENT.

This Agreement may not be assigned by either party without the other party's prior written consent, which consent shall not be unreasonably withheld or delayed. Nothing withstanding the foregoing, the BOCES hereby consents to the collateral assignment of this Agreement by the Operator to any lending institution or bond purchaser that shall require the same as collateral to secure the payment by the Operator of the principal and interest on obligations issued by the Operator. This consent is conditioned upon said assignee acknowledging and agreeing, in writing, to be bound by all rights of BOCES hereunder.

27. EXECUTORY CLAUSE.

A. The BOCES and the participating component school districts are public educational institutions, organized pursuant to applicable provisions of the Education Law of the State of New York. This Agreement is subject to the provisions of the Education Law which governs the powers, duties and limitations of said entities.

B. This Agreement will be deemed executory to the extent of the monies appropriated and available for the purposes of this Agreement, and the BOCES will not incur any

liability beyond the amount of the monies appropriated by the BOCES and/or the participating component school districts, except as set forth herein. This Agreement is not a general obligation of the BOCES or of the participating component school districts, and neither the full faith and credit nor the taxing power of BOCES or of any participating component school district is pledged to the payment of any amount due or to become due under this Agreement. It is understood that neither this Agreement nor any representation by any public employee or officer creates any legal or moral obligation to appropriate or make monies available for the purpose of this Agreement.

C. In the event that no funds or insufficient funds are appropriated and budgeted by the BOCES or by any of the participating component school districts for any fiscal period in which payments are due under this Agreement, the BOCES shall immediately notify the Operator of such occurrence. Subject to subsection D of this Section 27, this Agreement shall terminate on the last day of the fiscal period for which appropriations were made with respect to the sites of the BOCES or the participating component school district that fails to appropriate adequate monies for the service provided under this Agreement. BOCES shall be obligated to make continued payment for itself, if the BOCES' Board has appropriated funds for the fees due under this Agreement, and for the remaining participating component school districts that have appropriated funds for the fees due hereunder.

D. If Service under this Agreement is terminated for non-appropriation by the BOCES or by a participating component school district at any time prior to the end of the Term stated in Section 4, the BOCES or such participating component school district shall pay to Operator a termination fee equal to 65% of the applicable monthly fee for the Services provided to the BOCES or such participating component school district for each month and fraction thereof remaining in the Term. Such costs shall be paid to the Operator by the BOCES or the non-appropriating component school district, as applicable, within sixty (60) days of BOCES' receipt of notice to collect such costs from the Operator. In the event the BOCES does not remit such costs within said sixty-day period, the Operator shall have the right to enforce this Agreement to obtain payment from the BOCES or such non-appropriating component school district, as applicable, by use of any legal remedy, including litigation. This provision shall not apply to early termination pursuant to Section 13 of this Agreement or to a termination based upon the Operator's default.

28. ARBITRATION OF DISPUTES.

Any unresolved claim of a violation, misrepresentation, misapplication, or improper application of the terms and conditions of this Agreement may be submitted by either pally pursuant to the Commercial Arbitration Rules of the American Arbitration Association applicable to the City of Watertown, New York. The arbitrator's decision shall be in writing and shall set forth findings of fact reasoning and conclusions on the issues. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms and conditions of this Agreement, nor add to, subtract from or modify any of the provisions of this Agreement. The decision of the arbitrator shall be final and binding upon all parties. The costs of the services of the arbitrator, including expenses, if any, will be paid in accordance with the decision of the arbitrator(s).

29. FORCE MAJEURE.

The failure of either party to perform any obligation under this Agreement shall not constitute a default under or be a breach of this Agreement if such failure is beyond the control of such party, could not be avoided by such party exercising commercially reasonable alternatives and such failure results from an act of God; governmental action, inaction or delays; government codes, ordinances, laws, rules, regulations, strikes, or walkouts that could not reasonably be avoided by the party subject to such labor strike or walkout; or other similar events beyond the party's control (a "Force Majeure event"). The party claiming the Force Majeure event shall give the other party prompt notice of the occurrence of such event and such party shall, with the cooperation of the other, exercise reasonable efforts to mitigate the extent of a delay or failure resulting from such Force Majeure event. Notwithstanding any provision herein, the BOCES may suspend payment for the duration of any Force Majeure event that prevents the use of Services provided hereunder. IN WITNESS WHEREOF, the parties hereto have set by their duly authorized representatives as of the date(s) set forth below:

Development Authority of the North Country

By: _____ Carl M. Farone Executive Director

Date: _____

St. Lawrence-Lewis BOCES

By: _____

Thomas R. Burns
District Superintendent/Executive Officer
Date: _____

DANC NYS Contract # P68695

Exhibit A

Participating School Districts Monthly Recurring Costs

District/School	Start Point	End Point	1 Gbps (5year)
Brasher-Falls CSD	1039 State Highway 11C Brasher Falls, NY 13613	40 west Main Street, Canton	\$595
Canton CSD	99 State St Canton, NY 13617	40 west Main Street, Canton	\$595
Clifton-Fine CSD	11 Hall Ave Star Lake, NY 13690	40 west Main Street, Canton	\$595
Colton-Pierrepoint CSD	4921 State Highway 56 Colton, NY 13625	40 west Main Street, Canton	\$595
Edwards-Knox CSD	2512 County Route 24 Hermon, NY 13652	40 west Main Street, Canton	\$595
Gouverneur CSD- HS	133 East Barney St Gouverneur, NY 13642	40 west Main Street, Canton	\$595
Gouverneur CSD- ES	Gouverneur ES	40 west Main Street, Canton	\$595
Gouverneur CSD- MS	25 Wilson St., Gouverneur (Middle School)	133 East Barney St Gouverneur, NY 13642	\$595
Hammond CSD	51 S Main St Hammond, NY 13646	40 west Main Street, Canton	\$595
Harrisville CSD	14371 Pirate Rd Harrisville, NY 13648	40 west Main Street, Canton	\$595
Hermon-DeKalb CSD	709 East DeKalb Rd DeKalb Junction, NY 13630	40 west Main Street, Canton	\$595
Heuvelton CSD	87 Washington St Heuvelton, NY 13654	40 west Main Street, Canton	\$595
Heuvelton CSD-BG	Heuvelton Bus Garage	87 Washington St Heuvelton, NY 13654	\$150
Lisbon CSD	6866 County Route 10 Lisbon, NY 13658	40 west Main Street, Canton	\$595
Madrid- Waddington CSD	2582 State Highway 345 Madrid, NY 13660	40 west Main Street, Canton	\$595

Massena CSD-HS	84 Nightingale Ave Massena, NY 13662	40 west Main Street, Canton	\$595
Morristown CSD	408 Gouverneur St Morristown, NY 13664	40 west Main Street, Canton	\$595
Norwood-Norfolk CSD	7852 State Highway 56 Norwood, NY 13668	40 west Main Street, Canton	\$595
Ogdensburg CSD- Free ACA	1100 State St Ogdensburg, NY 13669	40 west Main Street, Canton	\$595
Ogdensburg CSD- ES	Kennedy ES (801 Park)	1100 State St Ogdensburg, NY 13669	\$595
Ogdensburg CSD- ES	Madill ES (800 Jefferson)	1100 State St Ogdensburg, NY 13669	\$595
Parishville- Hopkinton CSD	12 County Route 47 Parishville, NY 13672	40 west Main Street, Canton	\$595
Potsdam CSD	29 Leroy St Potsdam, NY 13676	40 west Main Street, Canton	\$595
SLL BOCES	Northwest Tech 1000 Park St., Ogdensburg, NY 13669	40 W. Main Street Canton, NY 13617	\$595
SLL BOCES	Seaway Tech 7227 NY route 56, Norwood, NY 13668	40 W. Main Street Canton, NY 13617	\$595
SLL BOCES	Southwest Tech 3606 NYS route 58, Gouverneur, NY 13642	40 W. Main Street Canton, NY 13617	\$595
BOCES	40 West Main Street, Canton, NY 13617		0
TOTAL			\$15,025.00

Diverse Solution 2 – This solution can be implemented quickly and would be done at no charge to SLLB. This solution would include a third VLAN from each school to the SLLB BOCES back-up site in Massena. That would allow all remote schools to still operate even if SLLB Canton goes offline for some reason. This is shown as the DR alternate path in Exhibit 1 below

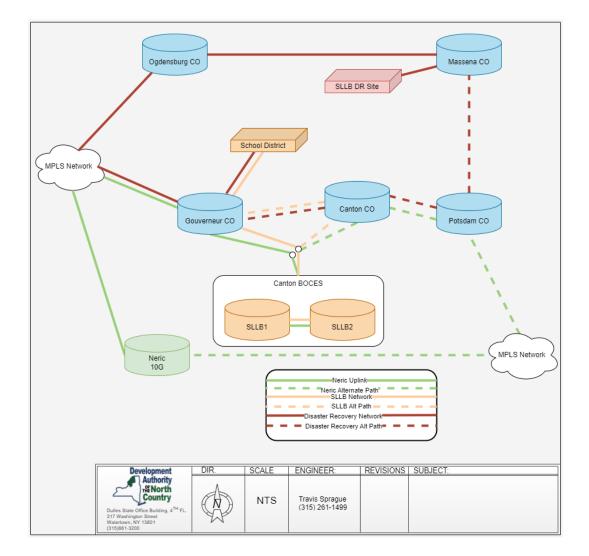


EXHIBIT 1 - SLLB NETWORK DIAGRAM