

BOARD MEETING: Regular Meeting
DATE: Tuesday, May 20, 2025
TIME: 6:00 p.m.
PLACE: Naples High School Auditorium

I. Meeting Called to Order

II. Roll Call

III. Adopt the Agenda of the Regular Meeting of May 20, 2025 (Board Action)

IV. Proposed Executive Session, Subject to Board Approval

V. Pledge of Allegiance

VI. Public Comments:

The Board of Education invites you, the residents of our school community, to feel comfortable in sharing matters of interest or concern that you might have with us. The Board President will be happy to recognize those of you who wish to speak. We would ask that you come forward and please identify yourself before presenting your thoughts.

Those items brought to the attention of the Board during this time may be taken under consideration for future response or action. (*Individual comments will be limited to three minutes.*)

As a matter of courtesy, we ask that issues related to specific School District personnel or students be brought to the attention of the Superintendent of Schools privately. Thank you for this consideration.

Board Response: The Board of Education is committed to keeping communication open and transparent. The Board of Education President will be working with the Board and the Superintendent to make every effort to respond to public comments directed to the Board of Education at previous meetings, during the next scheduled meeting.

VII. Points of Interest

VIII. Superintendent Reports – Administrative Updates - Presentations

- Student Representative Update
- Superintendent Update
- Administrative Updates

IX. Minutes (Board Action)

X. Municipal Advisor Services (Board Action)

XI. Business (Board Action)

- Memorandum of Agreement-NASA
- Non-Resident Enrollment
- Capital Project Change Order Authorization

XII. Business (Board Action)

- NASA Sick Bank Contribution

XIII. Personnel (Board Action)

- Tenure Appointments
- Temporary Appointments
 - Information Technology Support Technician 1
- Appointments
 - Driver Education Teachers
- Unpaid Days

XIV. Adjournment (Board Action)

Minutes of a Regular Meeting of the Board of Education of Naples Central School held on Tuesday, May 20, 2025 at 6:00 p.m. in the Naples High School Auditorium

Roll Call Members Present: Robert Brautigam Steve Mark
 Jacob Hall Gail Musnicki
 Amie Levine

Members Absent: Joseph Callaghan, Kelley Louthan, Angela Rischpater,
 Maura Sullivan

Also Present: Kevin Swartz, Chad Hunt, Katherine Piedici, Christina Brautigam,
 and Michele Barkley

Guests Present: Elisha Gobe

A quorum being present, the Regular Meeting of May 20, 2025 was called to order at 6:00 p.m. by Board President Jacob Hall

Motion: Gail Musnicki
2nd: Robert Brautigam

Resolved, that the Board of Education approves the agenda of the Regular Meeting of May 20, 2025 as presented.

Voting Yes: 5 Motion Carried
Voting No: 0

Motion: Steve Mark
2nd: Robert Brautigam

Resolved, that the Board of Education approves calling an executive session at 6:01 p.m. as presented:

- a) The medical and employment history of a particular person.
- b) The proposed acquisition of real property, but only when publicity would substantially affect the value of these things.

Voting Yes: 5 Motion Carried
Voting No: 0

Board Member Angela Rischpater arrived at 6:01pm

Board Member Joseph Callaghan arrived at 6:22 pm

Time out of Executive Session: 6:30 p.m.

Pledge of Allegiance

Public Comments – Boards Response - None

Points of Interest –

Board President Jacob Hall noted that the vote is tonight.

Superintendent Reports – Administrative Reports - PresentationsSuperintendent Update

Superintendent Kevin Swartz thanked the Business Office Staff for all the preparation that goes into preparing for the vote, noting that it has gone incredibly smooth.

Mr. Swartz gave a shout out to Patrick Elwell, Director of Transportation, for receiving a 0 % out of service rate on the DOT inspections this year. This is almost unheard of and one that shows the degree to which Pat and his team take tremendous pride in all of the work they do. It is also a reminder of the degree to which safety and preventative maintenance are valued. We are very lucky to have Pat leading this important department. He also noted that Mr. Elwell is working with one of the Naples seniors, who is earning internship hours for a Diesel Mechanic.

Mr. Swartz shared information about the bell to bell cell phone ban Legislation under Governor Hochul noting that this will go into effect September 2025 and that the district must have a policy in place by August 1, 2025 along with updating the Acceptable Use Policy, Code of Conduct and Student Handbooks.

Mr. Swartz wanted to extend his thanks to Colleen Betrus, Rotary Interact Club Advisor, who took thirteen seniors to the Rotary Meeting on May 19th where students were recognized for their service. Erica Reigelsperger gave a presentation and shared about the community service projects they have been doing over the years. Students in attendance were Abigail Hall, Anna Yang, Benjamin Hebding, Delaney Vest, Emily Lester, Erica Reigelsperger, Evalyn Sullivan, Grady Grove, Grayce Hebding, Keira MacKenzie, Olivia Clark, Polly Bay, Uryu Yoshino. They all received certificates for their work with the Interact Club.

Elementary Principal Update

Katherine Piedici shared that it is a busy time of year noting that there are many field trips scheduled. Kudo's to the Physical Education Department for the Swim Unit that elementary kids are doing and loving it.

Mrs. Piedici noted that the High School and the Elementary Special classroom students will be attending Special Olympics May 30, 2025 at Marcus Whitman.

Mrs. Piedici also shared that they are working on screening the applicants next week for the General Education Teacher Vacancy next week and looking to hire for next year. She also noted that she is working with the scheduling committee with the goal to have the master schedule ready at the end of the school year for the 2025-2026 school year.

Motion: Gail Musnicki

2nd: Joe Callaghan

Resolved, that the Board of Education approves the minutes of the following meeting(s):

- Regular Meeting of May 7, 2025

Voting Yes: 7

Motion Carried

Voting No: 0

Motion: Steve Mark

2nd: Gail Musnicki

Be it resolved by the Naples Board of Education authorizes the following Municipal Advisor Services as presented:

1. The firm of Bernard P. Donegan, Inc., is hereby designated Municipal Advisor to the Naples Central School District.
2. Said firm shall be compensated for its services to be rendered in accordance with its letter of services dated May 12, 2025.
3. The School District Assistant Superintendent for Business is hereby authorized to execute and deliver said letter of services.
4. This resolution shall take effect immediately

Duly put to a vote as follows:

AYES

NAYS

ABSTENTIONS

**Robert Brautigam
Jacob Hall
Joseph Callaghan
Gail Musnicki
Amie Levine
Angela Rischpater
Steve Mark**

Motion: Robert Brautigam

2nd: Joseph Callaghan

Resolved, that upon the recommendation of the Superintendent, the Naples Central School District Board of Education approves the following Business resolutions as presented:

- Resolved, that the Board of Education approves the Memorandum of Agreement between Naples Central School and the Naples Association of School Administrators regarding sick bank procedures as per attached agreement.
- Resolved, that authorization be given as per Board of Education Policy #7132, for Sawyer Moon, son of Naples Central School District Employee Molly Moon, to be allowed to attend Naples Central School District on a tuition-free basis beginning September 2025.
- Resolved, that authorization be given as per Board of Education Policy #7132, for Irelynn Moon, daughter of Naples Central School District Employee Molly Moon, to be allowed to attend Naples Central School District on a tuition-free basis beginning September 2026.
- Resolved, that authorization be given to approve 2021 Phase II Construction Capital Project Change Order GC-036 for Holdsworth Klimowski Construction: ES-Replace Windows Unit Cost: Total \$79,200.00.

Voting Yes: 7

Motion Carried

Voting No: 0

Motion: Steve Mark

2nd: Gail Musnicki

Resolved, that upon the recommendation of the Superintendent, the Naples Central School District Board of Education approves the following Business Item as presented:

- Resolved, that upon the recommendation of the Superintendent, the Naples Central School District Board of Education approves the district adding 100 days to the NASA Sick Leave Bank.

Voting Yes: 7

Motion Carried

Voting No: 0

Motion: Steve Mark

2nd: Joseph Callaghan

Resolved, that upon the recommendation of the Superintendent, the Naples Central School District Board of Education approves the following personnel item(s) as presented:

- Resolved, that upon the recommendation of the Superintendent, the Naples Central School District Board of Education approved the following Tenure Appointments in accordance with and subject to Education Law, the regulations of the Commissioner of Education, and the by-laws of the Board of Education:
 - Jessica M. Mothersell, be appointed to Tenure Area: Elementary Special Education effective July 1, 2025. NYS Certificates held: Students with Disabilities (Birth-Grade 2), Professional; Students with Disabilities (Grades 1-6), Professional; Students with Disabilities (Grades 7-12 Generalist), Professional; Early Childhood Education (Birth-Grade 2), Professional; Childhood Education (Grades 1-6), Professional; Literacy (Birth-Grade 6), Professional; Literacy (Grades 5-12), Professional; English Language Arts (Grades 5-9), Professional; English Language Arts (Grades 7-12), Professional.
 - Cassondra E. Ellsworth, be appointed to Tenure: Elementary Special Education effective July 1, 2025. NYS Certificates held: Students with Disabilities (Grade 1-6), Professional; Childhood Education (Grades 1-6), Professional; Literacy (Grade 5-12), Initial; Literacy (Birth-Grade 6), Initial.
 - Elisha C. Gobe, be appointed to Tenure: English effective August 5, 2025. NYS Certificates held: English Language Arts 7-12, Initial; Literacy (Grades 5-12), Initial; Students with Disabilities (Grades 7-12) Generalist, Initial.
 - Tyler O. Vest, be appointed to Tenure: Social Studies effective August 4, 2025. NYS Certificate held: Social Studies 7-12, Initial.
- Resolved, that the Board of Education approves the following Temporary Appointment(s):
 - Lewis White, Technology Support Technician 1 in the Technology Department, at the Rate of \$33.57/hour.
- Resolved, that the Board of Education approves the following appointments for the 2025-2026 School Year as per the Naples Teachers' Association Agreement.
 - Matthew Green, Summer Driver Education Teacher
 - Robert Birdsall, Summer Driver Education Teacher

- Resolved, that the Board of Education approves the request of Paul Frazer for unpaid days for May 15, 2025, May 16, 2025, May 19, 2025 and May 20, 2025.

Voting Yes: 7

Motion Carried

Voting No: 0

Motion: Joseph Callaghan

2nd: Steve Mark

There being no further business, the Regular Meeting of May 20, 2025 is hereby adjourned at 6:47 p.m.

Voting Yes: 7

Motion Carried

Voting No: 0

Dated this 20th day of May, 2025



Michele Barkley

District Clerk



May 12, 2025

Mr. Kevin Swartz
Superintendent
Naples Central School District
136 North Main Street
Naples, N.Y. 14512

Dear Kevin:

We are pleased to submit the following letter for Municipal Advisor services in connection with the School District's Capital Project financings and other financial matters.

The scope of our letter is divided into seven parts:

A TEMPORARY FINANCING

PART 1 - Initial Borrowing and/or Renewal of Bond Anticipation Notes with an Official Statement.

B PERMANENT FINANCING

PART 2 - Sale of Registered Public Market Serial Bonds with an Official Statement.

PART 3 - Refunding Bonds with an Official Statement.

PART 4 - Revenue Bond Financing Program Through Dormitory Authority of the State of New York (DASNY).

C OTHER

PART 5 - Continuing Annual Secondary Market Disclosure over the Life of a Bond Issue to Comply with CFR Title 17, Securities Exchange Act of 1934, as amended, Section 240.15c2-12.

PART 6 - IRS Arbitrage Rebate or Penalty Tracking and Calculation in Compliance with the Internal Revenue Code of 1954, as amended, Section 148.

PART 7 - Financial Management Services.

BERNARD P. DONEGAN, INC.

345 WOODCLIFF DRIVE, 2ND FLOOR

FAIRPORT, NY 14450

585 • 924-2145 • FAX 585 • 924-4636

E-MAIL: team@bpdinc.net

A TEMPORARY FINANCING

**PART 1 - INITIAL BORROWING AND/OR RENEWAL OF BOND ANTICIPATION NOTES
WITH AN OFFICIAL STATEMENT**

The following items will be completed under this portion of the contract when a bond anticipation note is issued:

- (1.1) Complete a sequential **deadline calendar** for all items to be accomplished in connection with the creation of the Official Statement and Notice of Sale, the Bond Anticipation Note sale, and subsequent closing.
- (1.2) Collect the information necessary and create the **Official Statement** used to advertise the issue in compliance with Part 27 of Title 2 of the Official Compilation of Codes, Rules and Regulations of the State of New York, and in compliance with Section 60.00 of the Local Finance Law for the public sale of obligations in excess of \$500,000; and additionally, in compliance with the Security and Exchange Commission's Rule 240.15c2-12, requiring the Official Statement for public reoffering of issues of \$1,000,000 and more.
- (1.3) Prepare and file the **"Certificate of Filing of Official Statement"** pursuant to Title 2 of the Official Compilation of Codes, Rules and Regulations of the State of New York, Section 27.4(a).
- (1.4) Create the **Notice of Sale** required by the Official Compilation of Codes, Rules and Regulations of the State of New York, Section 26, and Section 60.00(e) of the Local Finance Law and coordinate the approval of Bond Counsel and subsequent distribution to potential purchasers of the Bond Anticipation Notes along with the Official Statement.
- (1.5) Arrange for **time and location of sale**.
- (1.6) Coordinate and provide **written follow-up** among School District Officials and Bond Counsel.
- (1.7) **Conduct the sale** and make a recommendation on the award of the bid.
- (1.8) Arrange for Standard & Poor's **"CUSIP"** (Committee on Uniform Security Identification Procedures of the American Bankers Association) **numbers** to be assigned to the issue and subsequently printed on the notes, if applicable.
- (1.9) Coordinate and provide **written follow-up** of the note details and **closing arrangements** with the purchaser of the Bond Anticipation Notes, Bond Counsel and/or the School Attorney, and School District Officials.
- (1.10) If appropriate, **coordinate the payoff of any maturing Notes** with the renewal proceeds among all concerned parties.

The charge for each Bond Anticipation Note borrowing or renewal thereof will be \$10,210 plus out-of-pocket expenses. If an Official Statement is not utilized for a Note issue under \$1,000,000, then the charge would be \$5,019 plus out-of-pocket expenses. The rate will be adjusted each July 1 by the change in the Consumer Price Index, All Urban Consumers - Northeast Urban Rate, for the time period July 1 through June 30.

B PERMANENT FINANCING

PART 2 - SALE OF REGISTERED PUBLIC MARKET SERIAL BONDS WITH AN OFFICIAL STATEMENT

The following items will be completed under this portion of the contract when serial bonds are issued:

- (2.1) Coordinate the **approval of the maturity schedule** and Bond Counsel's drafting of the certification setting the terms and conditions of the registered serial bond sale.
- (2.2) Complete a sequential **deadline calendar** for all items to be accomplished in connection with the creation of the Official Statement, the Bond sale and subsequent closing.
- (2.3) Collect the information necessary and create the **Official Statement** used to advertise the issue in compliance with Part 27 of Title 2 of the Official Compilation of Codes, Rules and Regulations of the State of New York, and in compliance with Section 60.00 of the Local Finance Law for the public sale of obligations in excess of \$500,000; and additionally, in compliance with the Security and Exchange Commission's Rule 240.15c2-12, requiring the Official Statement for the public reoffering of issues of \$1,000,000 and more.
- (2.4) Coordinate and provide **written follow-up** to School District Officials and Bond Counsel.
- (2.5) Compile the information required to make application on behalf of the District for a **Standard & Poor's or a Moody's Credit Rating** in connection with the bond sale.
- (2.6) Apply for "Qualification" for **municipal bond insurance**, which would guarantee the repayment of the yearly principal and interest on the Bonds and, subsequently, complete the request for reviews.
- (2.7) Provide **advance notification** of the Bond Sale to banks, brokerage firms and other potential purchasers prior to mailing the Official Statement and Notice of Sale.

- (2.8) Where appropriate, using Certificated Bonds, coordinate the appointment of a **"Fiscal Agent"** bank to act as the required registrar for subsequent payment of principal and interest to registered bond holders. Coordinate the completion and review of the "Fiscal Agent Agreement" among the District Officials, Bond Counsel and selected bank.
- (2.9) Where appropriate, using **Book-Entry Only** Bonds, coordinate all necessary arrangements with The Depository Trust Company in preparation for the closing.
- (2.10) Coordinate the **printing and mailing of the Official Statement** and the Notice of Sale.
- (2.11) Prepare and file the **"Affidavit of Mailing of Official Statement"** pursuant to Title 2 of the Official Compilation of Codes, Rules and Regulations of the State of New York, Section 25.3(b).
- (2.12) Prepare and file the **"Certificate of Filing of Official Statement"** pursuant to Title 2 of the Official Compilation of Codes, Rules and Regulations of the State of New York, Section 27.4(a).
- (2.13) Arrange for legal ad **publication of the Notice of Sale** in compliance with Section 25.2 of Title 2 of the Official Compilation of Codes, Rules and Regulations of the State of New York and in compliance with Section 57.00 of the Local Finance Law.
- (2.14) Complete, have executed by School Officials, and file the **"Debt Statement"** and appended **SA-24 "Building Aid Estimate"** with the Office of the State Comptroller and Bond Counsel in compliance with Section 109.00 of the Local Finance Law.
- (2.15) Arrange for the **location and time of the Bond sale**, and acceptance of the bids.
- (2.16) **Conduct the sale** and make recommendation on award of the Net Interest Cost bid. Coordinate filing copies of the bids with Bond Counsel and the School District Clerk. Coordinate deposit of the proceeds of the "Good Faith" check (2% of issue amount).
- (2.17) Arrange for Standard & Poor's **"CUSIP"** (Committee on Uniform Security Identification Procedures of the American Bankers Association) **numbers** to be assigned to the issue.
- (2.18) Coordinate the **closing arrangements** with the bond purchaser, Bond Counsel and School District Officials. Provide written confirmation of the net amount to be received at the closing including the principal, good faith check, premium and accrued interest as applicable.
- (2.19) If appropriate, **coordinate the payoff of any maturing Notes** with the bond proceeds among all parties concerned.

We will assist the School District in planning its total budget for the project and, in doing so, we will prepare a list of materials, outside services, disbursements and the estimated costs for items such as bond register bookkeeping system, credit rating, printing and mailing of the Official Statement, and publications of the Notice of Sale. The aforementioned materials, outside services and disbursements will be the responsibility of the School District.

The charge for each serial bond issue will be \$19,490 plus out-of-pocket expenses. If an Official Statement is not utilized for a Bond issue under \$1,000,000, then the charge would be \$7,137 plus out-of-pocket expenses. The fee quoted herein will be adjusted by the change in the Consumer Price Index, All Urban Consumers - Northeast Urban Rate, for the time period July 1 through June 30.

PART 3 - SALE OF REGISTERED PUBLIC MARKET REFUNDING SERIAL BONDS WITH AN OFFICIAL STATEMENT

The following items will be completed under this portion of the contract:

- (3.1) Advise on the **dollar size** of the registered serial bond issue and market timing of the Pricing.
- (3.2) Plan an optimum **maturity date** recognizing the fiscal year, timing of revenue, and long-term debt service planning impact thereof on the District.
- (3.3) Prepare **alternative maturity schedules**, if needed, complying with the restrictions of Sections 11.00 and 21.00 of the Local Finance Law, and market expectations, so that the District may select the one to be used for repayment of the borrowed funds.
- (3.4) **Presentation** to Board of Education and School District Officials, if requested.
- (3.5) Coordinate the **approval of the maturity schedule** and Bond Counsel's drafting of the certification setting the terms and conditions of the registered serial bond pricing.
- (3.6) Coordinate and provide **written follow-up** to School District Officials and Bond Counsel.
- (3.7) Complete a sequential **deadline calendar** for all items to be accomplished in connection with the creation of the Official Statement, the Bond Pricing and subsequent closing.
- (3.8) Prepare **Contact List** to be distributed to all parties.

- (3.9) Collect the information necessary and create the **Official Statement** used to advertise the issue in compliance with Part 27 of Title 2 of the Official Compilation of Codes, Rules and Regulations of the State of New York, and in compliance with Section 60.00 of the Local Finance Law for the public sale of obligations in excess of \$500,000; and additionally, in compliance with the Security and Exchange Commission's Rule 240.15c2-12, requiring the Official Statement for the public reoffering of issues of \$1,000,000 and more.
- (3.10) Compile the information required and make application on behalf of the District for a **Standard & Poor's or a Moody's Credit Rating** in connection with the bond pricing.
- (3.11) Attend **conference call** with Municipal Officials and Credit Rating Agency Representative.
- (3.12) Attend **due diligence conference call** with Municipal Officials, Underwriter, and Bond Counsel.
- (3.13) Apply for "Qualification" and receive bids for **municipal bond insurance**, which would guarantee the repayment of the yearly principal and interest on the Bonds and, subsequently, complete the request for reviews.
- (3.14) Coordinate **Refunding Bond Pricing** with Underwriter and other potential purchasers.
- (3.15) Where appropriate, using Certificated Bonds, coordinate the appointment of a **"Fiscal Agent"** bank to act as the required registrar for subsequent payment of principal and interest to registered bond holders. Coordinate the completion and review of the "Fiscal Agent Agreement" among the District officials, Bond Counsel and selected bank.
- (3.16) Where appropriate, using **Book-Entry Only** Bonds, coordinate all necessary arrangements with The Depository Trust Company in preparation for the closing.
- (3.17) Coordinate the completion and execution of the **Bond Purchase Agreement**.
- (3.18) Coordinate the **printing and mailing of the Official Statement**.
- (3.19) Coordination **of the Bond Pricing**, and acceptance of pricing results.
- (3.20) Arrange for Standard & Poor's **"CUSIP"** (Committee on Uniform Security Identification Procedures of the American Bankers Association) **numbers** to be assigned to the issue.
- (3.21) Coordinate the **closing arrangements** with the bond purchaser, Bond Counsel and School District officials. Provide written confirmation of the net amount to be received at the closing including the principal, good faith check, premium and accrued interest as applicable.

- (3.22) If appropriate, **coordinate the payoff** and calling of any maturing Bonds with the bond proceeds among all parties concerned.
- (3.23) Completion of future principal and interest schedule with **annual debt service tracking and CUSIP identification tracking**.
- (3.24) Complete all necessary **New York State Education Department forms** for tracking the refunding. After the completion, review the forms with the municipal officials, answer questions and provide direction for execution and filing with the appropriate parties inside the State Education Department.
- (3.25) Assistance with **communicating and interfacing with Depository Trust Company** on the follow up issues. This may include what the principal and interest payments are, when the payments are due, and the wire instructions for the routing of the proceeds by Federal Funds through the Federal Reserve System to the Depository Trust Company.
- (3.26) Additional municipal request for **assistance in clarifying, informing, and reviewing the refunding process after the funding date**. This may include informing the municipal officials, advising on key communication personnel at the various agencies serving during the transaction including Bond Counsel, Depository Trust Company, Credit Rating Agency, Escrow Bank, Underwriter, Underwriter's Counsel, the Verification Agent and the tracking of the defeasement investments.

Probable additional steps for DASNY Refinancing:

- (3.27) Prepare a **Master Timetable of Events** leading up to the DASNY bond financing.
- (3.28) Confer with DASNY officials regarding the selection of Underwriter.
- (3.29) Review various iterations of **Appendix C**.
- (3.30) Provide **analysis** information to Underwriter.
- (3.31) Coordinate documentation with Bond Counsel for execution.
- (3.32) Compile final documentation together for due diligence questionnaire as requested by School District.
- (3.33) Where appropriate, coordinate with School District and Bond Counsel information needed on **Due Diligence Questionnaire**. Attend conference call, as needed.
- (3.34) Attend weekly **conference calls** with DASNY and Counsels to prepare for upcoming marketing of bond issuance.
- (3.35) Coordinate the completion and review of the **"Escrow Agent Agreement"** among the District Officials, Bond Counsel and selected bank.

- (3.36) Coordinate with DASNY the **printing and mailing of the Official Statement**.
- (3.37) Coordinate the completion and execution of the **Bond Purchase Agreement**.
- (3.38) Attend **Pre-Pricing and Pricing calls** and make recommendation on award of the Net Interest Cost bid.
- (3.39) Coordinate the **closing arrangements** with the bond purchaser, Bond Counsel and School District Officials.
- (3.40) If appropriate, **coordinate the payoff of any Refunded Bonds** with the refunding bond proceeds among all parties concerned.

Work for any Refunding Bonds will be at the following rates based on the Par size [plus premium] of the Refunding Bond (based on latest estimate of Bond size per Underwriting team): \$1,000,000 - \$5,000,000 base fee of \$23,083 plus \$1.4747 / 1,000; \$5,000,001 - \$10,000,000 base fee of \$25,647 plus \$0.9618 / 1,000; \$10,000,001 - \$20,000,000 base fee of \$28,212 plus \$0.6412 / 1,000; and \$20,000,001 and above, base fee of \$34,624 plus \$0.3206 / 1,000. If the Refunding Bond is issued through DASNY, then the above Base fee is increased by \$6,412. The rates will be adjusted each July 1 by the Consumer Price Index, All Urban Consumers - Northeast Urban Rate, for the time period July 1 through June 30. Voucher will be submitted after Pricing.

PART 4 - REVENUE BOND FINANCING PROGRAM THROUGH DORMITORY AUTHORITY OF THE STATE OF NEW YORK (DASNY)

The following items will be completed under this portion of the contract:

- (4.1) Coordinate the **approval of the maturity schedule** and Bond Counsel's drafting of the certification setting the terms and conditions of the financing.
- (4.2) Complete a sequential **deadline calendar** for all items to be accomplished in connection with the creation of the Official Statement, the Bond sale and subsequent closing.
- (4.3) Prepare a **Master Timetable of Events** leading up to the DASNY bond financing.
- (4.4) Confer with DASNY officials regarding the selection of Underwriter.
- (4.5) Collect the information necessary and create the **Official Statement** (Appendix C) used to advertise the issue in compliance with Part 27 of Title 2 of the Official Compilation of Codes, Rules and Regulations of the State of New York, and in compliance with Section 60.00 of the Local Finance Law for the public sale of obligations in excess of \$500,000; and additionally, in compliance with the Security and Exchange Commission's Rule 240.15c2-12, requiring the Official Statement for the public reoffering of issues of \$1,000,000 and more.

Mr. Kevin Swartz

May 12, 2025
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- (4.6) Review various iterations of **Appendix C**.
- (4.7) Provide **analysis** information to Underwriter.
- (4.8) Coordinate documentation with Bond Counsel for execution.
- (4.9) Pull final documentation together for due diligence questionnaire as requested by School District.
- (4.10) Where appropriate, coordinate with School District information needed on **Due Diligence Questionnaire**. Attend conference call, as needed.
- (4.11) Coordinate and provide **written follow-up** to School District Officials and Bond Counsel.
- (4.12) Attend weekly **conference calls** with DASNY and Counsels to prepare for upcoming marketing of bond issuance.
- (4.13) Coordinate the completion and review of the **"Escrow Agent Agreement"** among the District Officials, Bond Counsel and selected bank.
- (4.14) Coordinate with DASNY the **printing and mailing of the Official Statement**.
- (4.15) Provide necessary documentation to DASNY to move forward with financing: Contact Sheet, Exhibit A, Exhibit B, SEQRA Resolution, Wording of Proposition, Bond Resolution, Affidavit of Publication, SED approval information.
- (4.16) Attend **Pre-Pricing and Pricing calls** and make recommendation on award of the Net Interest Cost bid.
- (4.17) Coordinate the **closing arrangements** with the bond purchaser, Bond Counsel and School District Officials.
- (4.18) If appropriate, **coordinate the payoff of any maturing Notes** with the bond proceeds among all parties concerned.

We will assist the School District in planning its total budget for the funding and, in doing so, we will prepare a list of materials, outside services, disbursements and the estimated costs for items such as bond register bookkeeping system. The aforementioned materials, outside services and disbursements will be the responsibility of the School District.

Work for any DASNY Bonds will be at the following rates based on the Par size [*plus premium*] of the Bond (based on latest estimate of Bond size per Underwriting Team): \$0 - \$5,000,000 base fee of \$31,820 plus \$2.5456 / 1,000; \$5,000,001 - \$10,000,000 base fee of \$38,184 plus \$1.4001 / 1,000; \$10,000,001 - \$20,000,000 base fee of \$44,548 plus \$0.7637 / 1,000; and \$20,000,001 and above, base fee of \$50,913 plus \$0.4455 / 1,000. The rates will be adjusted each July 1 by the Consumer Price Index, All Urban Consumers - Northeast Urban Rate, for the time period July 1 through June 30. Voucher will be submitted after Pricing.

C OTHER

PART 5 - CONTINUING ANNUAL SECONDARY MARKET DISCLOSURE OVER THE LIFE OF A BOND ISSUE TO COMPLY WITH CFR TITLE 17, SECURITIES EXCHANGE ACT OF 1934, AS AMENDED, SECTION 240.15c2-12

The above-referenced Section 240.15c2-12 requires the School District, as the issuer of \$1,000,000 or more, "to enter into a written agreement to provide certain event notices and/or annual financial information to the Electronic Municipal Market Access ("EMMA") system maintained by the Municipal Securities Rulemaking Board ("MSRB")." The regulation makes it unlawful for a broker or underwriter to purchase and reoffer the School District's issue unless the broker has verified that the School District has undertaken the above-referenced "written agreement or contract for the benefit of the bond holders." Services rendered to assist with compliance will depend directly upon the amount and type of indebtedness incurred by the School District and will be billed at the firm's hourly rate.

- (5.1) **FULL DISCLOSURE** - The School District is required to annually prepare and file a secondary market disclosure official statement (financial information and operating data); audited annual reports, if any; and Material Event Notices to MSRB's EMMA system, if the School District's total outstanding indebtedness, including the current issue, exceed \$10,000,000. We can assist with the collection and filing of the required information as annually required and as Event Notices are received from the School District.
- (5.2) **LIMITED DISCLOSURE** - The School District is required to provide, at a minimum, certain annual financial information and operating data which is customarily prepared by the School District and is publicly available and a copy of the audited financial statements to MSRB's EMMA system. The School District must also provide Material Event Notices to the EMMA system. We can assist with the collection and filing of the required information as annually required and as Event Notices are received from the School District, if the School District's total outstanding indebtedness, including the current issue, is less than \$10,000,000.
- (5.3) **LIMITED DISCLOSURE - EVENT NOTICES ONLY** - The School District is required to file certain "Event Notices" to the MSRB's EMMA system. When "Events" occur during the life of the issue, a determination is needed by Bond Counsel, and we can assist with the filing of the "Event Notices" after being notified by the School District as "Events" occur.

PART 6 - IRS ARBITRAGE REBATE OR PENALTY TRACKING AND CALCULATION IN COMPLIANCE WITH THE INTERNAL REVENUE CODE OF 1954, AS AMENDED, SECTION 148

The President of the Board of Education will make certifications in the closing documents prepared by Bond Counsel for the Note or Bond confirming compliance with the IRS Arbitrage Regulations §1.148. If available, the Board President will elect "Penalty" or "Rebate" on IRS Form 8038-G filed with the IRS at the time of closing on the issue. The District must track the receipt of the issue proceeds, interest earned thereon, and payments made to the IRS, as agreed to by the Board President in the closing "Arbitrage Certificate" so that the issue remains exempt from, federal, state, and local income tax under §148 of the Tax Code.

The following items will be completed at the firm's hourly rate, on an as needed basis to comply with the Internal Revenue Service Code:

- (6.1) **Determine Arbitrage Impact** on various borrowing scenarios based on "what ifs" applied to variable criteria which can affect amount of Rebate/Penalty and, consequently, amount of interest earned payable to the Internal Revenue Service.
- (6.2) **Track specific proceeds** of each issue, so the District may remain in compliance with the Internal Revenue Code, using approved Government Finance Officers Association guidelines, procedures and tracking tools. The necessary raw data will be requested by our firm and the monthly tracking accomplished with reports and recommendations to the District on optional spending patterns.
- (6.3) Perform **Arbitrage Rebate/Penalty Analysis and calculations** to determine amount of Rebate or Penalty, if any, payable to the Internal Revenue Service.
- (6.4) Assist in the completion of the **Internal Revenue Service Form 8038-T, "Arbitrage Rebate and Penalty in Lieu of Arbitrage Rebate"**, which must be filed with any Arbitrage Rebate/Penalty payment made to the IRS, in compliance with Section 148 of the Internal Revenue Code.
- (6.5) **Compile an audit trail document** showing transactions related to the issue's proceeds. The calculation of the "spend down" thresholds and any penalty or rebate will be included. The documentation will be provided to the District at completion of tracking the expenditure of the issue proceeds or in the interim for an IRS compliance audit, if required.
- (6.6) Assist in the preparation for, and **attend any worksessions** and/or meetings if and when an **IRS Audit** takes place regarding Section 148 of the IRS Tax Code dealing with arbitrage review.

PART 7 - FINANCIAL MANAGEMENT SERVICES

The following representative items may be completed at the request of the Board of Education or School Administrators under this portion of the contract:

- (7.1) Assist in the creation of a **projected cash flow** for the project.
- (7.2) Assist with and coordinate the **wire transfer** of funds from bank to bank through the Federal Reserve System.
- (7.3) Assist with **financial planning** and borrowings and review of borrowing options and scenarios.
- (7.4) Assist in establishing **accounting records** and bookkeeping procedures on the double-entry basis.
- (7.5) Create the format for a **monthly financial report** on the project to summarize the information in the bookkeeping system for management purposes.
- (7.6) Assist in estimating appropriate **debt service budget** figures.
- (7.7) Attend and participate in **Board meetings**, worksessions, or public information meetings.
- (7.8) Assist Bond Counsel and District with any **Tax Questionnaires** related to financings.
- (7.9) Prepare **interim reports** concerning financial matters of the project.
- (7.10) Obtain an independent market valuation of the current value of **bonds** proposed to be **substituted in lieu of cash retainage** by contractors pursuant to Section 106.00 of the General Municipal Law and provide written followup and procedural suggestions for the physical handling of these instruments.
- (7.11) Complete the **SA-23, "Request for Building Aid Estimate"** for execution and filing by the District Officials. This assumes the District has received the "Approval of Plans and Specifications" and "Bond Certificate" from the State Education Department.
- (7.12) Provide a tracking document for various State Aid forms to enhance awareness of the District for timely and sequential filing with Facilities Planning, General Aids and Services and School District Reorganization, where appropriate.
- (7.13) Assist in the preparation of various New York **State Department of Education forms and reports** pertaining to the Capital project.
- (7.14) If required by arbitrage rules, coordinate the investment in State & Local Government Series in cooperation with the local bank of account, bond counsel and the Federal Reserve Bank in New York City.

Mr. Kevin Swartz

May 12, 2025
Page 13 of 15

- (7.15) Assist with **credit rating review** and/or conference call for bond sale or surveillance call as needed by Credit Rating Agency.

The charge for any Financial Management Services will be \$207 per hour plus out-of-pocket expenses. The rate will be adjusted each July 1 by the change in the Consumer Price Index, All Urban Consumers - Northeast Urban Rate, for the time period July 1 through June 30.

INVOICES

All invoices will include out-of-pocket expenses, which include copies, postage, mileage, travel, and any other incidental costs in connection with the project.

PART 1 - BOND ANTICIPATION NOTE BORROWINGS WITH AN OFFICIAL STATEMENT - Vouchers will be submitted after settlement of the Notes.

PART 2 - SALE OF REGISTERED PUBLIC MARKET SERIAL BONDS WITH AN OFFICIAL STATEMENT - Vouchers will be submitted after settlement of the Bonds.

PART 3 - SALE OF REGISTERED PUBLIC MARKET REFUNDING SERIAL BONDS WITH AN OFFICIAL STATEMENT - Vouchers will be submitted directly to the Escrow bank prior to funding.

PART 4 - REVENUE BOND FINANCING PROGRAM THROUGH DORMITORY AUTHORITY OF THE STATE OF NEW YORK (DASNY) - Vouchers will be submitted directly to the Escrow bank prior to funding.

PART 5 - CONTINUING ANNUAL SECONDARY MARKET DISCLOSURE - Vouchers may be submitted on a monthly basis.

PART 6 - IRS ARBITRAGE REBATE OR PENALTY TRACKING AND CALCULATION - Vouchers may be submitted on a monthly basis.

PART 7 - FINANCIAL MANAGEMENT SERVICES - Vouchers may be submitted on a monthly basis.

Additional work beyond the scope of this May 12, 2025 letter of services will be at the rate of \$207 per hour plus out-of-pocket expenses. The rate will be adjusted each July 1 by the Consumer Price Index, All Urban Consumers - Northeast Urban Rate, for the time period July 1 through June 30. Vouchers for any services provided may be submitted on a monthly basis.

This agreement shall be effective as of the dated date and shall remain in effect until terminated by either party upon 30 days written notice. If the services under any portion of this contract are commenced, but are not completed for any reason, or are completed without our firm performing the entire role contemplated herein, an invoice will be rendered for the actual hours completed at the firm's normal hourly rate, plus actual disbursements incurred.



Mr. Kevin Swartz

May 12, 2025
Page 14 of 15

Any services in the nature of financial advice are to be performed by our firm to the best of our abilities based on such information as may be available to us from time to time when such advice is given. No liability is assumed, however, for any errors or omissions not constituting gross negligence.

Upon acceptance of this letter of services, please **sign and date this letter**, retaining one signed copy for the official School District records, and **returning the signed copy to our office**.

This letter of intent and the fees quoted herein are valid if accepted and executed within 60 days of the date hereon.

Bernard P. Donegan, Inc. is registered with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board. The MSRB website is <http://msrb.org/>. A municipal advisory client brochure is available to you describing protections that may be provided by the Municipal Securities Rulemaking Board rules and how to file a complaint with an appropriate regulatory authority.

Pursuant to SEC MSRB Rule G-42, this letter of services should be in place prior to municipal advice being given. The firm has not been subject to any legal or disciplinary proceedings under SEC regulations. The Company's SEC Forms MA and MA-I can be found at www.sec.gov/edgar/searchedgar/webusers.htm.

Bernard P. Donegan, Inc. represents that in connection with the issuance of municipal securities, we may receive compensation from the District for services rendered which is contingent on the successful closing and/or is based on the size of a transaction. Consistent with the requirements of MSRB Rule G-42, we hereby represent that such fee structure may represent a potential conflict of interest regarding our ability to provide unbiased advice on such transaction. We manage and mitigate this potential conflict of interest by adherence to our fiduciary duty to all of our municipal entities.

If we become aware of any additional potential conflicts of interest after this disclosure, we will notify the District in writing in a timely manner.

If you should have any questions concerning this letter of services, please contact us. We look forward to continuing to work with the School District.

Very truly yours,

A handwritten signature in blue ink, appearing to be 'JMS', written over a horizontal line.

Jason M. Schwartz, CPA
President

JMS/jam
Enclosures

I, _____, _____ of the
Naples Central School District, have been authorized by a resolution dated
_____ to accept the Bernard P. Donegan, Inc. letter for Municipal
Advisor Services as outlined above.

(Signed)_____

(Dated)_____



**136 North Main Street
Naples, NY 14512**

**Memorandum of Agreement
Between the
Naples Central School District
And
Naples Association of School Administrators**

The Naples Central School District (hereinafter referred to as the ("District")) and the Naples Association of School Administrators (hereinafter referred to as the "Association") recognize:

Per the NASA contract, the sick bank committee shall establish procedures for applying to, and contributing days to, the sick leave bank.

Per conversations held during negotiations on 1/14/25, the District and Association agreed to address these procedures and later learned a Memorandum of Agreement was necessary.

Therefore, the Parties agree as follows:

- 1.) The district and association the superintendent and or his/her designee may add upon request additional days to the sick bank with approval of the school board president.
- 2.) A committee consisting upon the superintendent, board of education president, and a representative from the association would meet to review the request and the unique of specific circumstances which led to the request. If it is agreed that additional days are warranted, Board of Education approval would be required.

For the District:

Kevin Swartz

NCS Superintendent of Schools

Date: _____

For the Association:

Katie Piedici

NASA President

Date: _____

Approved by the Naples Board of Education: _____

KS
5-13-25

May 14, 2025

Dear Superintendent Swartz,

I am writing as a current staff member to respectfully request that my son, Sawyer Moon, be permitted to attend second grade at Naples Central School tuition-free beginning in September **2025**, in accordance with Board of Education Policy #7132.

Additionally, I would like to request that my daughter, Irelynn Moon, be approved to transfer to Naples Elementary to attend kindergarten beginning in September **2026**.

Our family is sincerely grateful for the opportunity to have our children join such an outstanding school district, and we deeply appreciate your consideration of these requests.

Thank you for your time and attention.

Sincerely,

A handwritten signature in black ink that reads "Molly Moon". The signature is written in a cursive, flowing style with a long horizontal stroke at the end.

Molly Moon

10/10/10

10/10/10

10/10/10

10/10/10

10/10/10



December 4, 2024

Ms. Wendy Clark
New York State Education Department
Bureau of Facilities Planning
Room 1060, Education Building Annex
Washington Avenue
Albany, New York 12234

RE: Contract Change Order Review Submission
2021 Capital Improvements Project Phase 2 at Naples CSD – Elementary School
SED No. 43-12-01-04-O-002-019
SEI Project No. 20-3021

Dear Wendy:

On behalf of the Naples Central School District, we hereby transmit the documents listed below for review and approval by the Bureau for the above-referenced project:

- Change Order GC-34 and SED FP-COC, one (1) copy.
- Change Order GC-35 and SED FP-COC, one (1) copy.
- Change Order GC-36 and SED FP-COC, one (1) copy.

Please feel free to contact us for any additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "Ted Mountain", with a stylized flourish extending from the end.

Ted Mountain, AIA, Senior Principal

Copy: Chad Hunt, Naples Central School District
Camerron Sprague, LeChase Construction Service, LLC
Ted Holdsworth, Holdsworth Klimowski Construction
File

AIA® Document G731™ – 2019

Change Order, Construction Manager as Adviser Edition

PROJECT: (name and address)

Naples CSD 20-3021.2
2021 Capital Improvements
136 N. Main Street
Naples, NY 14512

OWNER: (name and address)

Naples Central School District
136 N. Main Street
Naples, NY 14512

CONTRACTOR: (name and address)

Holdsworth Klimowski Construction
101 Victor Heights Parkway
Victor, NY 14564

CONTRACT INFORMATION:

Contract For: General Construction
Date: August 10, 2023

CHANGE ORDER INFORMATION:

Change Order Number: GC-036
Date: November 21, 2024

ARCHITECT: (name and address)

SEI Design Group
224 Mill Street
Rochester, NY 14614

CONSTRUCTION MANAGER: (name and address)

LeChase Construction Services, LLC
11849 East Corning Road
Corning, NY 14830

SED No.: 43-12-01-04-0-002-019 -
Elementary School

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

ES -Replace Windows Unit Cost per SIB#038: ADD: \$79,200.00

The original Contract Sum was	\$	7,052,000.00
Net change by previously authorized Change Orders	\$	326,032.00
The Contract Sum prior to this Change Order was	\$	7,378,032.00
The Contract Sum will be increased by this Change Order in the amount of	\$	79,200.00
The new Contract Sum including this Change Order will be	\$	7,457,232.00

The Contract Time will be increased by Zero (0) days.

The Contractor's Work shall be substantially complete on October 25, 2024.

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONSTRUCTION MANAGER, CONTRACTOR, AND OWNER.

SEI Design Group

ARCHITECT (Firm name)

SIGNATURE

Carolyn Lyons, Project Manager

PRINTED NAME AND TITLE

DATE:

Holdsworth Klimowski Construction

CONTRACTOR (Firm name)

LeChase Construction

CONSTRUCTION MANAGER (Firm name)

SIGNATURE

Cameron Sprague

PRINTED NAME AND TITLE

11/25/2024

DATE:

Naples Central School District

OWNER (Firm name)

Ted R. Holdsworth II

Digitally signed by Ted R. Holdsworth II
DN: cn=Ted R. Holdsworth II, o=Holdsworth Kimowski
Construction, LLC, ou,
email=tedd@holdsworthkimowski.com, c=US
Date: 2024.11.25 09:42:41 -05'00'

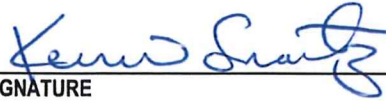
SIGNATURE

Ted Holdsworth, President

PRINTED NAME AND TITLE

11/25/2024

DATE:



SIGNATURE

Kevin Swartz, Superintendent

PRINTED NAME AND TITLE

12-2-24

DATE:



PCO Authorization

Date: 11/19/24

Project: Naples CSD 2021 Capital Improvements Project- Phase 2 SED #: ES 43-12-01-04-0-002-019

Contractor: Holdsworth Klimowski Construction

Contract for: General Construction

PCO Number: 202-GC-PCO-036

Description: Window replacements shown in SIB#38 per contractual bid unit price.

Supporting documentation attached includes prime contractors proposal and SIB #038.

Reason for Change: Owner Request

Addition

Site Renovation

Building Renovation

Total Amount to Provide this Work is: \$79,200.00

Original Contract Sum: \$7,052,000.00

Previously Authorized Change Orders: \$326,032.00

Contract Sum prior to this Change Order: \$7,378,032.00

This Change Order: \$79,200.00

New Contract Sum: \$7,457,232.00

Approvals

Construction Manger

LeChase Construction Services

Cameron Sprague

Signature

Cameron Sprague

Printed Name

Project Manager

Title

11/19/2024

Date

Architect

SEI Design Group

Carolyn Lyons

Signature

Carolyn Lyons

Printed Name

Project Manager

Title

12/3/24

Date

Owner

Naples Central School District

Kevin Swartz

Signature

Kevin Swartz

Printed Name

Superintendent

Title

12-2-24

Date



October 20, 2024
Revised November 19, 2024

LeChase Construction
205 Indigo Creek Drive
Rochester, NY 14626

Attn: Cameron Sprague

Re: Naples CSD
RFP GC-044R1 – ES – Replace Windows Unit Cost per SIB#038

Dear Cameron:

As per your request, we are very pleased to quote all labor, material, equipment, and supervision as required to complete the following additional work at the above referenced project:

RFP GC-044 – ES – Replace Windows Unit Cost per SIB#038
Total Sum of \$79,200.00

This proposal is based on working Monday thru Friday, 7:00am till 3:30pm and can be withdrawn by us if not accepted in five (5) days.

If this work is to be completed, please issue a change order to cover the above cost.

If you have any further questions regarding this matter, please do not hesitate to contact us.

Very truly yours,

Holdsworth Klimowski Construction, LLC

Michael A. Pesce

HKC Construction LLC:

Replace Windows per Unit Price

9 ea. x \$ 8,800.00 /ea. \$ 79,200.00

Subtotal	\$ 79,200.00
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Subcontractors

Subtotal	\$ -
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GC Overhead & Profit	10%	x	\$	-	\$	-
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GC Overhead & Profit	5%	x	\$	-	\$	-
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Bonds & Insurance	2%	x	\$	-	\$	-
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TOTAL ADD TO CONTRACT THE LUMP SUM OF.....	\$ 79,200.00
--	--------------

SUPPLEMENTAL INFORMATION BULLETIN

NAPLES CENTRAL SCHOOL DISTRICT

2021 CAPITAL IMPROVEMENT PROJECT

SEI PROJECT NO.: 20-3021

DATE: 10/07/2024

SIB #: 038

CONTRACT(S): 202 General Trades Contract, 205 Electrical Contract



DESCRIPTION:

- At rooms 16, 18, 20, 22, and 24: provide full scope of work described in unit price 1B – Window W2.
 - Window Caulk and Glazing compound and sill caulking we sampled and are non-ACM and non PCB/RCRA.
- At main entrance doors, provide automatic door operators.

ATTACHMENTS:

087113 Automatic Operators, Dated 10/08/2024
CA-E1 Partial First Floor Power & Systems Plan – Area A, Dated 10/08/2024
CA-A1 Partial First Floor Plan – Area A, Dated 10/08/2024

- ☐ The work shall be carried out in accordance with the above supplemental instructions issued in accordance with the Contract Documents without change in Contract Sum or Contract Time. Proceeding with the Work in accordance with these instructions indicates acknowledgement that there will be no change in the Contract Sum or Contract Time.
 - ☒ Please submit an itemized proposal for changes in the Contract for proposed modifications to the Contract Documents described herein.
 - ☐ This work is to be performed on at Time & Material basis with no change in the contract time. All work performed will be tracked in the field and submitted once work is complete for total change in Contract sum.
 - ☐ This change is to be issued as a Construction Change Directive.

SIGNED: Carolyn Lyons

COPY: File

SECTION 087113 – AUTOMATIC DOOR OPERATORS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This section includes the following types of automatic door operators:
 - 1. Low-energy door operators for swinging doors.
- B. Related Sections:
 - 1. Division 7 Sections for caulking to the extent not specified in this section.
 - 2. Division 26 and 28 Sections for electrical connections including conduit and wiring for automatic entrance door operators and access control devices.

1.3 REFERENCES

- A. References: Comply with the version year adopted by the Authority Having Jurisdiction.
 - 1. ANSI A117.1 - Accessible and Usable Buildings and Facilities.
 - 2. ICC/IBC - International Building Code.
 - 3. CUL – Approved for use in Canada.
 - 4. NFPA 70 - National Electrical Code.
 - 5. NFPA 80 - Fire Doors and Windows.
 - 6. NFPA 101 - Life Safety Code.
 - 7. NFPA 105 - Installation of Smoke Door Assemblies.
- B. American National Standards Institute (ANSI) / Builders Hardware Manufacturers Association (BHMA).
 - 1. ANSI/BHMA A156.10 American National Standard for Power Operated Pedestrian Doors.
 - 2. ANSI/BHMA A156.19 Standards for Power Assist and Low Energy Power Operated Doors.
- C. Underwriters Laboratories (UL).
 - 1. UL Listed R-9469 Fire Door Operator with Automatic Closer.
 - 2. UL10C – Positive Pressure Fire Tests of Door Assemblies.
 - 3. UL 325 - Standard for Safety for Door, Drapery, Gate, Louver, and Window Operators and Systems.
 - 4. UL991 Listed - Tests for Safety-Related Controls Employing Solid-State Device.
 - 5. UL244A – Solid – State Controls for Appliances.
 - 6. UL1998 – Software in Programmable Components.
 - 7. UL1310 – Class 2 Power Units.
- D. American Association of Automatic Door Manufacturers (AAADM).

- E. American Society for Testing and Materials (ASTM).
 - 1. ASTM B221 Standard Specification for Aluminum and Aluminum Alloy Extruded Bars, Rods, Wire, Profiles and Tubes.
 - 2. ASTM B209 Standard Specification for Aluminum and Aluminum Alloy Sheet and Plate.
- F. American Architectural Manufacturers Association (AAMA).
 - 1. AAMA 611 Voluntary Specification for Anodized Architectural Aluminum.
- G. National Association of Architectural Metal Manufacturers (NAAMM).
 - 1. Metal Finishes Manual for Architectural Metal Products.
- H. International Code Council (ICC).
 - 1. IBC: International Building Code Building Code.

1.4 DEFINITIONS

- A. Double Egress Doors: A pair of doors that swing with the two doors moving in opposite directions with no mullion between them.
- B. Activation Device: Device that, when actuated, sends an electrical signal to the door operator to activate the operation of the door.
 - 1. Knowing act: Consciously initiating the powered opening of a low energy door using acceptable methods including wall mounted switches such as push plates and controlled access devices such as keypads, card readers and key switches.
- C. Safety Device: A device that detects the presence of an object or person within a zone where contact could occur and provides a signal to stop the movement of the door.

1.5 PERFORMANCE REQUIREMENTS

- A. General: Provide automatic door operators that have been designed and fabricated to comply with specified performance requirements, as demonstrated by testing manufacturer's corresponding standard systems.
- B. Automatic door equipment accommodates medium to heavy pedestrian traffic.
- C. Opening Force requirements: Doors shall open with a manual force, not to exceed 30lbf (133N) to set the door in motion and 15 lbf to fully open the door applied at 1" (25 mm) from the latch edge of the door. The force required to prevent a stopped door from opening or closing shall not exceed 15 lbf (67 N) measured 1" (25 mm) from the latch edge of the door at any point during opening or closing.
- D. Closing Time:
 - 1. Doors shall be field adjustable to close from 90 degrees to 10 degrees in 3 seconds or longer as applicable per ANSI/BHMA A156.19 standards.
 - 2. Doors shall be field adjusted to close from 10 degrees to fully closed in not less than 1.5 seconds.



1.6 SUBMITTALS

- A. Product Data: Manufacturer's product sheets including installation details, material descriptions, dimensions of individual components and profiles, fabrication, operational descriptions and finishes.
- B. Shop Drawings: Submit manufacturer's shop drawings, including elevations, sections and details, indicating dimensions, materials, operator, motion/presence sensor control device, anchors, hardware, finish, options and accessories.
 - 1. Indicate required clearances, and location and size of each field connection.
 - 2. Indicate locations and elevations of entrances showing activation and safety devices.
 - 3. Wiring Diagrams: For power, signal, and activation / safety device wiring.
- C. Samples: Submit manufacturer's samples of aluminum finish.
- D. Manufacturers Field Reports: Submit manufacturer's field reports from AAADM certified technician of inspection and approval of doors for compliance with ANSI/BHMA A156.19 after completion of installation.
- E. Operating and Maintenance Manuals: Provide manufacturers operating and maintenance manuals for each item comprising the complete door opening installation in quantity as required in Division 01, Closeout Submittals. The manual to include the name, address, and contact information of the manufacturers providing the hardware and their nearest service representatives. The final copies delivered after completion of the installation test to include spare parts list.
- F. Warranties and Maintenance: Special warranties and maintenance agreements specified in this Section.

1.7 QUALITY ASSURANCE

- A. Manufacturers Qualifications: Engage qualified manufacturers with a minimum 10 years of documented experience in manufacturing of doors and equipment of similar to that indicated for this Project and that have a proven record of successful in-service performance.
 - 1. A manufacturer with company certificate issued by AAADM.
- B. Installer Qualifications: Installers, trained by the primary product manufacturers, with a minimum 5 years documented experience installing and maintenance of units similar in material, design, and extent to that indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.
- C. Certified Inspector Qualifications: Certified by AAADM.
- D. Source Limitations for Automatic Operators: Obtain each type of door operator and sensor components specified in this Section from a single source, same manufacturer unless otherwise indicated.
- E. Certifications: Operators shall be certified by the manufacturer to meet performance design criteria in accordance with the following standards.
 - 1. ANSI/BHMA A156.19 American National Standard for Power Assist and Low Energy Operated Doors.

2. NFPA 101 - Life Safety Code.
 3. UL 325 - Standard for Door, Drapery, Gate, Louver, and Window Operators and Systems.
 4. UL Listed R-9469 Fire Door Operator with Automatic Closer.
- F. Emergency Exit door requirements: Comply with requirements of authorities having jurisdiction for automatic entrance doors serving as a required means of egress.

1.8 COORDINATION

- A. Coordinate door operators with doors, frames and related work to ensure proper size, thickness, hand, function and finish. Coordinate hardware for automatic entrances with hardware required for rest of the project.
- B. Electrical System Roughing-in: Coordinate layout and installation of power door operators with connections to power supplies and access control system as applicable.

1.9 WARRANTY

- A. General Warranty: Reference Division 01, General Requirements. Special warranties specified in this Article shall not deprive Owner of other rights Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by Contractor under requirements of the Contract Documents.
- B. Automatic Door Operators shall be free of defects in material and workmanship for a period of one (1) year from the date of substantial completion.
- C. During the warranty period a factory-trained technician shall perform service and affect repairs. An inspection shall be performed after each adjustment or repair.
- D. During the warranty period all warranty work, including but not limited to emergency service, shall be performed during normal business hours.
- E. Manufacturer shall have in place a dispatch procedure that shall be available 24 hours a Day, 7 Days a week for emergency call back service.

PART 2 - PRODUCTS

2.1 MANUFACTURER

- A. Manufacturer: ASSA ABLOY Entrance Systems, 1900 Airport Road, Monroe, NC 28110. Toll Free (877) SPEC-123. Phone (704) 290-5520 Fax (704) 290- 5555 Website www.assaabloyentrance.com contact: specdesk.na.aes@assaabloy.com
- B. Substitutions: Requests for substitution and product approval in compliance with the specifications must be submitted in writing and in accordance with the procedures outlined in Division 1, Section, "Substitution Procedures". Approval of requests is at the discretion of the architect, owner, and their designated consultants.

2.2 MATERIALS

- A. Aluminum: Alloy and temper recommended by manufacturer for type of use and finish indicated, as indicated below:
1. Extruded Aluminum, Alloy 6063-T5.

2.3 AUTOMATIC SWING DOOR OPERATOR

- A. Model: Besam SW200i low energy automatic door operator (Basis of Design):
1. Reference Standard: ANSI/BHMA A156.19.
 2. Configuration: Operator to control single swinging doors and pairs of swinging doors as indicated on the drawings and specified below:
 - a. Traffic Pattern: Two way.
 - b. Pairs of Doors: Single leaf operation.
 3. Automatic Operator: Electro-mechanical, non-handed operator, powered by 24 volt, 1/4 hp motor. Operator shall be adjustable to compensate for different manual push forces as required.
 - a. Automatic operator shall be capable of operating and controlling up to a 700 pound (317.5 kg) door, 48 inches (1219 mm) in width.
 - b. Surface Mounted Operator:
 - 1) Side Access Operator Housing: Operator is contained in 5/18" (130.2 mm) deep x 4 5/16" (110 mm) high extruded aluminum housing with a removable cover.
 - 2) Surface Mounted Housing: Continuous for full width of door.
 - 3) Connecting Hardware: Surface mounted operators to have a steel arm from the operator, mounted to the top face of the swing door.
 - 4) UL Listed R-9469 Fire Door Operator with Automatic Closer (surface mounted operator).
 - c. Operator shall be field switchable between an ANSI/BHMA A156.19 and an ANSI/BHMA A156.10 compliant operator and vice versa. Addition of the required safety sensors, activation devices and guard rails may be required to comply with the applicable standard.
 - d. Operator Temperature Range: Capable of operating within temperature ranges of -31° F to 160° F (-35° C to 71° C).
 - e. Electrical Characteristics: Maximum power consumption is 300 watts (2.5 amps at 120 VAC), 50/60hz, built-in thermal overload protection.
 4. Door Operation:
 - a. Opening Cycle The adjustable speed operator mechanically powers the drive shaft and the torque control maintains constant speed throughout the opening cycle regardless of stack pressures or wind speed. Operator shall allow manual door operation with operational forces as indicated to fully open the door applied at 1" (25 mm) from the latch edge of the door.
 - 1) Manual push force shall be adjustable from 5 lbf to 15 lbf maximum.
 - b. Hold Open: The operator shall stop and hold the door open at the selected door opening angle for an adjustable period of time (1.5 seconds to 30 seconds).
 - c. Closing Cycle: Spring close with speed controlled power assist.
 - 1) Upon loss of power, dynamic braking will control the door insuring controlled closing.
 - 2) Selectable Torque Control: Automatically adjusts torque without changing the closing speed of the operator.

- a) When the torque control is activated, the closing speed shall remain constant regardless of stack pressures or wind speed.
 - b) Torque Cancellation: The torque control is deactivated whenever there is a signal received from door mounted sensors.
 - c) The torque control is disabled during manual use of the door.
- d. Wind Force Dampening: The operator electromechanically counteracts wind forces, slowing down the door movement to safely open or close the door.
- e. Stack Pressure Compensation: Operator shall counteract positive stack pressures, negative stack pressures, and sudden changes of stack pressures. The operator never allows the door to open or close faster than the speed control settings, regardless of pressures.
- f. Obstruction Control: The operator will stop and reverse the door movement.
- g. Electric Lock Management:
 - 1) Internal module for electrified locking integration.
 - 2) Electric Lock Output: Selectable 12 VDC, maximum 1200 mA / 24 VDC, maximum 600 mA.
 - 3) Lock monitoring prevents operator(s) from opening door(s) until release of electrified lock.
 - 4) Operator pulls door closed before opening, automatically unjamming electric latch hardware.
 - 5) Sequenced operation between operators for pairs of doors allowing lock release and astragal coordination.
- h. Lock Retry Circuit: If attempt to fully close the door is unsuccessful, the operator will automatically reverse open 10 degrees and reclose in an attempt to successfully close the door.
- i. Selectable Alarm Reset: The operator can be field set so that after receiving an alarm signal, the operator will not accept any activation impulses and will operate only as a manual door closer until manually reset.
- j. Electronic Controls: Solid state integrated circuit controls the operation and switching of the swing power operator. The electronic control provides low voltage power supply for all means of actuation. The controls include time delay (1 to 30 seconds) for normal cycle.
- k. Control Switch: Automatic door operators shall be equipped with the following type of multi-position function switch:
 - 1) 3 position rocker switch mounted on end cap (On-Auto-Hold).
- 5. Operator Interface:
 - a. Safety Sensor Integration for overhead presence safety device and door mounted reactivation safety sensors.

2.4 ACTIVATION AND SAFETY DEVICES

- A. General: Provide activation and safety devices in accordance with ANSI/BHMA standards, for condition of exposure and for long-term, maintenance-free operation under normal traffic load for type of occupancy indicated. Coordinate activation and safety devices with door operation and door operator mechanisms.
- B. Knowing Act Activation Device:
 - 1. Push Plate: Hard wired, 4-1/2 inch square stainless steel push plate switches engraved with "Push to Open" with a blue handicap logo.

- C. Manual Operation:
 - 1. Operator shall allow manual door operation with operational forces adjustable from 5 lbf to 15 lbf maximum.

2.5 ALUMINUM FINISHES

- A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
- B. Automatic Door Operator Enclosure:
 - 1. Anodized Finish:
 - a. AAMA 611, Clear, AA-M12C22A41, Class I, 0.018 mm.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine doors and frames, with Installer present, for compliance with requirements for installation tolerances, wall and floor construction, and other conditions affecting performance.
- B. Examine roughing-in for electrical source power to verify actual locations of wiring connections.
- C. Proceed only after such discrepancies or conflicts have been resolved.

3.2 INSTALLATION

- A. Do not install damaged components. Fit joints to produce hairline joints free of burrs and distortion. Rigidly secure non-movement joints.
- B. Operators: Install automatic operators plumb and true in alignment with established lines and grades without warp or rack of framing members and doors. Anchor securely in place.
 - 1. Install surface mounted hardware using concealed fasteners to greatest extent possible.
 - 2. Set headers, carrier assemblies, tracks, operating brackets and guides level and true to location with anchorage for permanent support.
- C. Door Operators: Connect door operators to electrical power distribution system as specified in Division 26 Sections.
- D. Sealants: Comply with requirements specified in division 7 Section "Joint Sealants" to seal between the operator housing and the adjacent wall surface.
- E. Signage: Apply signage on both sides of each door and sidelite as required by ANSI/BHMA A156.19 and manufacturers installation instructions.

10/08/2024

3.3 FIELD QUALITY CONTROL

- A. Before placing doors into operation, AAADM certified technician shall inspect and approve doors for compliance with ANSI/BHMA A156.19. Certified technician shall be approved by manufacturer.

3.4 ADJUSTING

- A. Adjust door operators, controls and hardware for smooth and safe operation and for weather tight closure. Adjust doors in compliance with ANSI/BHMA A156.19.

3.5 CLEANING AND PROTECTION

- A. Clean adjacent surfaces soiled by automatic operator installation.
- B. Clean metal surfaces promptly after installation. Remove excess sealants, compounds, dirt and other substances. Repair damages finish to match original finish.

3.6 DEMONSTRATION

- A. Engage a factory-authorized representative to train Owner's maintenance personnel to adjust, operate, and maintain safe operation of the door.

END OF SECTION 087113

DRAWING NOTES:

- ③ CIRCUIT TO NEXT AVAILABLE 20A/1P SPACE/SPARE IN THE NEAREST 208Y/120V EXISTING PANEL. PROVIDE NEW CIRCUIT BREAKER AS REQUIRED. CIRCUIT BREAKER TO BE LISTED/LABELLED FOR USE IN EXISTING PANEL. CIRCUIT BREAKER TO MATCH EXISTING PANEL CONSTRUCTION AND AIC RATING.
- ⑧ PROVIDE 120 VOLT CIRCUIT FROM PANEL SHOWN AND MAKE CONNECTIONS AT THE POWERED DOOR OPERATOR AND PUSH PADS. PROVIDE ALL REQUIRED OUTLET BOXES, CONDUIT AND WIRING AS REQUIRED. COORDINATE INSTALLATION WITH DOOR OPERATOR VENDOR AND GENERAL CONTRACTOR.



1 FIRST FLOOR PARTIAL POWER & SYSTEMS PLAN - AREA A
1/8" = 1'-0"



Registration current through:
January 31, 2026

SEI
design group

363402 7900 - 220 400 St. - Rochester, NY 14614
414 234.1407 - 401 400 0000 - Suite 200 - Albany, NY 12204
401 400 0000 - 371 400 0000 - Albany, NY 12204

**NAPLES CENTRAL
SCHOOL DISTRICT**

2021 CAPITAL IMPROVEMENT PROJECT - PHASE 2

ELEMENTARY SCHOOL
2 ACADEMY STREET
NAPLES, NY 14512

SED Control No. 43-12-01-04-0-002-019

BID DOCUMENTS

Date: 10/09/2024 SED Project No. 20-0027-1
Revisions:

PARTIAL FIRST FLOOR POWER
& SYSTEMS PLAN - AREA A

CA-E1

Reference DWG.


THE STATE EDUCATION DEPARTMENT / THE UNIVERSITY OF THE STATE OF NEW YORK

Office of Facilities Planning, 89 Washington Avenue, Room 1060 Education Building Annex, Albany, NY 12234
 Tel. (518) 474-3906
 Tel. (518) 474-3906
 www.p12.nysed.gov/facplan/

CHANGE ORDER CERTIFICATION

Must be attached to back of Change Order

Instructions: This CERTIFICATION is required for all change orders submitted to SED
 Fill out all three parts completely.

Change Order Number:

GC-36

Part One - General Information

Provide separate Change Orders for each Project Number

SED Project Number	4	3	1	2	0	1	0	4	0	0	0	2	0	1	9	←
	<small>District BEDS Code</small>				<small>Building Identification Number</small>				<small>Project number</small>							
District & Building Name	Naples Central School District - Elementary School															
Type of Project	<input checked="" type="checkbox"/> Reconstruction / Alteration <input type="checkbox"/> Addition & Alteration <input type="checkbox"/> New Building <input type="checkbox"/> Other															
Project Description	The scope of work includes window replacement, classroom renovations, gymnasium renovations, and upgrades to playgrounds. The classrooms involve renovations to single occupancy toilet rooms for accessibility, millwork replacement, finishes, and associated plumbing, mechanical, and electrical work. The gymnasium involves basketball equipment, scoreboards, and bleacher replacement, refinishing the wood floor, and finishes.															
Architect / Engineer firm	SEI Design Group Architects, DPC								224 Mill Street Rochester, NY 14614							
	<small>name</small>								<small>address</small>							
Contact Person	Carolyn Lyons, Project Manager								585-442-7010 / clyons@seidesigngroup.com							
	<small>name & title</small>								<small>phone number & e-mail</small>							
Construction Manager firm	LeChase Construction Service, LLC								11849 E. Corning Road, Suite 102, Corning, NY 14830							
	<small>name</small>								<small>address</small>							
Contact Person	Cameron Sprague, Assistant Project Manager								607-937-5464 / cameron.sprague@leCHASE.com							
	<small>name & title</small>								<small>phone number & e-mail</small>							
District Contact Person	Chad Hunt, School Business Administrator								585-374-7902 / chunt@naplescsc.org							
	<small>name & title</small>								<small>phone number & e-mail</small>							

Part Two

Provide the following information for each individual item in the change order:

(Number each item if there is more than one and provide additional sheets as necessary.)

- A. **Requested By** (Who initiated the change request)
- B. **Relationship to Project Scope** (How is this change related to the original project scope)
- C. **Basis of Need** (Describe why the change is needed)
- D. **Description of Work** (Provide a detailed description of the work or services provided in the change order. Provide text, a drawing or both as necessary to demonstrate code compliance and the individual cost of each item.)

- A. Requested By: Owner.
- B. Relationship to Project Scope: Addition to the base project scope.
- C. Basis of Need: Owner request to replace additional windows per contractual bid unit price.
- D. Description of Work: Provide labor, material and equipment to replace windows in Rooms 16, 18, 20, 22, and 24.

ADD: \$79,200.00

1

Change order requirements:

- ✓ The scope of the change order must relate to the project scope previously approved.
- ✓ Dollar amounts applied from allowances toward costs associated with the changes must be provided.
- ✓ If the cost of this change order is not within the approved amount as currently established on the SA-4, please provide a Form FP-FI, Request for Revision of Financial Information, with documentation showing the additional authorization of funds.
- ✓ Each change order shall be signed by the president of the board of education, the architect/engineer, and the contractor.

2

Certification of the Superintendent of Schools (District Superintendent if a BOCES project)

The following statements are true and correct to the best of my knowledge and belief:

- The revised total cost is within the authorized appropriation for this project.
- Where any work of this change order requires a type or kind of work that is not included in the original contract documents, the school district's attorney has been contacted to assure conformance with the Opinion of the State Comptroller No. 60-505.

12-2-24
Date


Signature and printed name of the School Superintendent or District Superintendent if a BOCES project

Kevin Swartz, Superintendent of Schools

3

Certification of the Architect or Engineer

The following statements are true and correct to the best of my knowledge and belief:

- Work required by this change order is in accordance with applicable sections of the approved contract documents.
- Any plan, sketch, or attachment referenced in this change order is included herein.
- Work required by this change order is in accordance with applicable provisions of the NYS Uniform Fire Prevention and Building Code, State Education Department's building standards, and NYS Department of Labor's Code Rule 56.
- Work required by this change order was designed by an architect or engineer who is currently licensed by the State of New York.
- Work required by this change order that involves asbestos-containing building material (ACBM) was designed by an architect or engineer who is currently licensed by the State of New York and who is appropriately certified as an asbestos designer by the NYS Department of Labor at the time he/she designed the asbestos-related project.

12/3/24
Date


SEI Design Group Architects, DPC
Architectural / Engineering Firm Name
Ted W. Mountain, AIA, Principal
Signature and printed name of the Architect or Engineer



October 20, 2024
Revised November 19, 2024

LeChase Construction
205 Indigo Creek Drive
Rochester, NY 14626

Attn: Cameron Sprague

Re: Naples CSD
RFP GC-044R1 – ES – Replace Windows Unit Cost per SIB#038

Dear Cameron:

As per your request, we are very pleased to quote all labor, material, equipment, and supervision as required to complete the following additional work at the above referenced project:

RFP GC-044 – ES – Replace Windows Unit Cost per SIB#038
Total Sum of \$79,200.00

This proposal is based on working Monday thru Friday, 7:00am till 3:30pm and can be withdrawn by us if not accepted in five (5) days.

If this work is to be completed, please issue a change order to cover the above cost.

If you have any further questions regarding this matter, please do not hesitate to contact us.

Very truly yours,

Holdsworth Klimowski Construction, LLC

Michael A. Pesce

HKC Construction LLC:

Replace Windows per Unit Price

9 ea. x \$ 8,800.00 /ea. \$ 79,200.00

Subtotal	<u>\$ 79,200.00</u>
----------	---------------------

Subcontractors

Subtotal	<u>\$ -</u>
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GC Overhead & Profit	10% x \$	-	\$	-
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GC Overhead & Profit	5% x \$	-	\$	-
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Bonds & Insurance	2% x \$	-	\$	-
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TOTAL ADD TO CONTRACT THE LUMP SUM OF.....	<u>\$ 79,200.00</u>
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