



Memorandum

To: Dr. Kevin McGowan

From: Lou Alaimo, Assistant Superintendent for Administration

Date: March 26, 2019

Re: Resolution Approving the Joint Agreement – 2019 BOCES Capital Project

Monroe 1 BOCES has been developing a \$22,000,000 million-dollar capital project for many months. Our board has been previously updated on the progress of this project.

At their February 28, 2019 board meeting, the Monroe 1 BOCES board adopted a resolution declaring BOCES as lead agency for a coordinated review of the project under SEQRA and making the determination that the project will not have a significant impact on the environment. The BOCES board has adopted a resolution issuing a “negative declaration” to that effect.

At the same meeting, the BOCES board authorized the project, contingent upon the approval by all component districts of an intermunicipal agreement. That agreement is attached for our Board’s consideration on March 26. This agreement must be approved by all component districts. It authorizes BOCES to go forward with the project and obligates the component districts to their prorated share of the costs.

The Project scope consists of consists of renovations, alterations and improvements to the following buildings and facilities located at the BOCES campus:

- Career and technical classrooms throughout the Campus, including, but not limited to, Cosmetology, Culinary, CISCO, Precision Manufacturing and Welding Forman Center Building 1, 2, 3 and Forman Center Building 4,5,6;
- O’ Connor Academy (Foreman Center Building 9, 10) including reconfiguration of the teaching kitchen, gym, mechanical trades and other classroom renovations, exterior work of the building envelope, reconstruction of roofs and site work;
- Building 1-2-3 “Red entry” or Visitor Entrance reconfiguration, repaving of driveways and parking areas
- Masonry reconstruction throughout the Campus;
- Replacement of various finishes, including but not limited to carpeting, painting and ceiling tile;
- Replacement of Roof top HVAC units and heat pumps throughout the campus;
- Roof replacement at 11 Linden Park;
- Replacement of exterior and interior doors throughout the Campus.

The anticipated total project cost \$22,000,000 and will be funded as follows:

<u>Component School District</u>	<u>Allocation of Project Costs</u>	<u>RWADA Percent of Project Costs</u>
Brighton Central School District	\$1,828,297	8.310%
East Irondequoit Central School District	\$1,537,170	6.987%
East Rochester Union Free School District	\$489,688	2.226%
Fairport Central School District	\$3,040,288	13.819%
Honeoye Falls-Lima Central School District	\$1,144,844	5.204%
Penfield Central School District	\$2,299,281	10.451%
Pittsford Central School District	\$2,833,573	12.880%
Rush-Henrietta Central School District	\$2,723,261	12.378%
Webster Central School District	\$4,276,259	19.438%
West Irondequoit Central School District	\$1,827,338	8.306%
Totals	\$22,000,000	100.00%

The payments will be made over three fiscal years. The amounts and due dates are:

- \$2,200,000 - July 15, 2020 – Brighton share = \$182,830
- \$10,200,000 July 15, 2021 – Brighton share = \$847,665
- \$9,600,000 - July 15, 2022 – Brighton share = \$797,802

We expect to be able to fund Brighton’s share of the project using year-end funds and state building aid reimbursement as to not have an impact on future operating budgets. BOCES capital work is aidable in the same year as the capital expense is incurred.

This project benefits students throughout Monroe County, including Brighton students attending classes and receiving services at BOCES. Approval of the following resolution is recommended:

RESOLUTION OF BOARD OF EDUCATION OF THE BRIGHTON CENTRAL SCHOOL DISTRICT (THE “DISTRICT”), ADOPTED MARCH 26, 2019, AUTHORIZING THE DISTRICT TO ENTER INTO A JOINT AGREEMENT WITH THE BOARD OF COOPERATIVE EDUCATIONAL SERVICES, FIRST SUPERVISORY DISTRICT OF MONROE COUNTY (THE ‘BOCES’) AND ALL OTHER COMPONENT SCHOOL DISTRICTS OF THE BOCES FOR THE CONSTRUCTION OF IMPROVEMENTS TO VARIOUS BOCES SCHOOL FACILITIES PURSUANT TO SECTION 1950 OF THE EDUCATION LAW.

WHEREAS, the Board of Education of the Board of Cooperative Educational Services, First Supervisory District of Monroe County (“BOCES”) is planning on undertaking a capital improvement project (the “Project”) consisting of renovations, alterations and improvements to the buildings and facilities located at the BOCES campus on O’Connor Road, Fairport, New York (the “Campus”), including: (i) career and technical classrooms throughout the Campus, including, but not limited to, Cosmetology, Culinary, CISCO, Precision Manufacturing and Welding Forman Center Building 1, 2, 3 and Forman Center Building 4,5,6; (ii) O’ Connor Academy (Foreman Center Building 9, 10) including reconfiguration of the teaching kitchen, gym, mechanical trades and other classroom renovations, exterior work of the building envelope, reconstruction of roofs and site work; (iii) Building 1-2-3 “Red Entry” or Visitor Entrance reconfiguration, repaving of driveways and parking areas;(iv) masonry reconstruction throughout the Campus; (v) replacement of various finishes, including but not limited to carpeting, painting and ceiling tile; (vi) replacement of roof-top HVAC units and heat pumps throughout the Campus; (vii) roof replacement at 11 Linden Park; and (viii) replacement of exterior and interior doors throughout the Campus; and

WHEREAS, by a resolution adopted on February 28, 2019, the BOCES Board of Education determined that (i) the Project constituted an “Unlisted” action within the meaning of the New York State Environmental Quality Review Act and the regulations of the New York State Department of Environmental Conservation adopted thereunder (6 N.Y.C.R.R. Part 617) (collectively “SEQRA”); (ii) assumed “lead agency” status for purposes of conducting a coordinated review of the Project under SEQRA; and (iii) determined that the actions to be undertaken in connection with the Project will not have a significant impact on the environment and issued a “Negative Declaration” under SEQRA to such effect; and

WHEREAS, in accordance with Education Law Section 1950(14), in a connection with such proposed Project, the BOCES and each of the ten component school districts of the BOCES (the “Component School Districts”) are required to enter into a joint agreement with respect to the Project, setting forth, in addition to all other matters deemed necessary and proper, (i) the cost of the Project, including all costs incidental thereto, (ii) the basis of allocating and apportioning said cost among the Component School Districts, and (iii) the proportion of the total cost to be provided by each such Component School District in accordance with such allocation and apportionment.

BE IT RESOLVED BY THE BOARD OF EDUCATION OF THE BRIGHTON CENTRAL SCHOOL DISTRICT (the “District”) AS FOLLOWS:

Section 1. The District is hereby authorized to enter into a certain Joint Agreement in substantially the form attached hereto as Exhibit A and made a part hereof (the “Agreement”) with the Board of the BOCES and the nine other Component School Districts for the construction of alterations, renovations and improvements of the BOCES facilities included in the Project. Said Agreement, in addition to providing for all other matters deemed necessary and proper, sets forth (i) the cost of the Project, including all costs incidental thereto (the “Project Cost”), (ii) the basis of allocating and apportioning said Project Cost among the Component School Districts, and (iii) the proportion of the total cost to be provided by each such Component School District in accordance with such allocation and apportionment.

Section 2. The President of the Board, the chief fiscal officer of the District, and in his absence, the Vice President of the Board is hereby authorized and directed to execute said Joint Agreement for and on behalf of the District.

Section 3. The District hereby agrees to take any and all actions necessary as required by the Agreement to accomplish the purposes and intent thereof; provided, however, that the Agreement shall not take effect until all the Component School Districts shall have approved and executed the Agreement.

Section 4. This resolution shall take effect immediately.

Attachment: Exhibit A – Joint Agreement

c: Mrs. Dahlia Watts, Director of Finance

Ms. Lisa Ryan, Assistant Superintendent for Business, Monroe 1 BOCES

EXHIBIT A

JOINT AGREEMENT

This JOINT AGREEMENT, made and entered as of the ____ day of _____, 2019, by and between the Board of Cooperative Educational Services, First Supervisory District of Monroe County (“BOCES”), and the following component school districts of BOCES (the “Component School Districts”):

Brighton Central School District
East Irondequoit Central School District
East Rochester Union Free School District
Fairport Central School District
Honeoye Falls-Lima Central School District
Penfield Central School District
Pittsford Central School District
Rush-Henrietta Central School District
Webster Central School District
West Irondequoit Central School District

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

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

WHEREAS, the cost of the Project including costs incidental thereto is \$22,000,000;

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

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

Section 2. The cost to the Component School Districts for completion of the Project, including all costs incidental thereto, is \$22,000,000 (the “Project Cost”). The services to be provided by the Project constitute “joint services” within the meaning of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (the “Local Finance Law”).

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

Section 4. The allocation of the respective amounts to be paid by each Component School District for the purpose of this Agreement shall be ascertained by dividing the total amount of the Project Cost by the total resident weighted average daily attendance by pupils residing in all the Component School Districts contained within the BOCES and attending a public school reported during the 2018-2019 fiscal year and multiplying by the weighted average daily attendance of such resident pupils in each of the Component School Districts (Resident Weighted Average Daily Attendance).

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

<u>Component School District</u>	<u>Allocation of Project Costs</u>	<u>RWADA Percent of Project Costs</u>
Brighton Central School District	\$1,828,297	8.310%
East Irondequoit Central School District	\$1,537,170	6.987%
East Rochester Union Free School District	\$489,688	2.226%
Fairport Central School District	\$3,040,288	13.819%
Honeoye Falls-Lima Central School District	\$1,144,844	5.204%
Penfield Central School District	\$2,299,281	10.451%
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Rush-Henrietta Central School District	\$2,723,261	12.378%
Webster Central School District	\$4,276,259	19.438%
West Irondequoit Central School District	\$1,827,338	8.306%
Totals	\$22,000,000	100.00%

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

Section 7. A capital fund, separate and apart from any other funds and accounts of the BOCES, shall be established and maintained by the BOCES in one or more banks, trust companies or national banking associations located and authorized to do business in the State of New York. Immediately upon receipt of any moneys received by the Treasurer of the BOCES pursuant to this Agreement, said Treasurer shall deposit such moneys in the capital fund. For purposes of internal accounting the capital fund may contain one or more separate accounts or subaccounts as the Treasurer of the BOCES may deem proper. Moneys in the capital fund shall be used only to pay

the costs of the Project or debt service, as provided pursuant to the Local Finance Law. Moneys in the capital fund pending expenditure may be invested by the BOCES in obligations in which moneys of the Component School Districts may be invested pursuant to the Education Law, and earnings from such investments shall become part of such fund.

Section 8. Each Component School District hereby agrees to provide BOCES with its share of the Project Costs as set forth in Section 5 hereof in three (3) installment payments, payable on or before July 15, 2020, July 15, 2021 and July 15, 2022, in the respective dollar amounts set forth for such Component District in Exhibit II attached hereto. Although each Component School District may otherwise appropriate funds and provide for the payment of its share of the Project Cost, nonetheless, each Component School District hereby agrees to authorize the financing of its share of the Project Cost, together with costs incidental thereto, by adopting a bond resolution in accordance with in Section 9 hereof, and as authorized by the Act and the Local Finance Law, pursuant to which serial bonds or bond anticipation notes of such Component School District may be issued. Further, each Component School District hereby agrees to incur separate indebtedness by the issuance of serial bonds and bond anticipation notes unless other provision for the payment of the share of the Project Cost, in accordance herewith, is made.

Section 9. Each Component School District hereby agrees to adopt a bond resolution by not less than a majority vote of the entire voting strength of the finance board of such Component District not later than May 31, 2019. Each such bond resolution shall take effect immediately and shall not be subject to either a mandatory or permissive referendum.

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

Section 11. Upon completion of the Project and payment in full by BOCES of the Project Cost, any excess amounts including interest earned on funds held by BOCES during the construction period, shall be transferred, credited or otherwise returned by BOCES to the Component School Districts based on such district's the proportionate share of the Project cost to the full Project cost. Each Component School District shall thereafter apply such returned amounts to pay debt service on such district's obligations issued to finance its proportionate share of the Project cost.

Section 12. This Joint Agreement shall not take effect until all the Component School Districts shall have executed this Agreement.

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

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

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

BOARD OF COOPERATIVE EDUCATIONAL SERVICES, FIRST SUPERVISORY DISTRICT OF MONROE COUNTY

ATTEST:

Clerk

(SEAL)

By: _____
President, Board of Education of Board of Cooperative Educational Services, First Supervisory District of Monroe County,

ATTEST:

District Clerk

(SEAL)

BRIGHTON CENTRAL SCHOOL DISTRICT

By: _____
President, Board of Education

ATTEST:

District Clerk

(SEAL)

EAST IRONDEQUOIT CENTRAL SCHOOL DISTRICT

By: _____
President, Board of Education

ATTEST:

District Clerk

(SEAL)

EAST ROCHESTER UNION FREE SCHOOL DISTRICT

By: _____
President, Board of Education

ATTEST:

District Clerk

(SEAL)

FAIRPORT CENTRAL SCHOOL DISTRICT

By: _____
President, Board of Education

ATTEST:

HONEOYE FALLS-LIMA CENTRAL
SCHOOL DISTRICT

District Clerk

(SEAL)

By: _____

President, Board of Education

ATTEST:

PENFIELD CENTRAL SCHOOL DISTRICT

District Clerk

(SEAL)

By: _____

President, Board of Education

ATTEST:

PITTSFORD CENTRAL SCHOOL DISTRICT

District Clerk

(SEAL)

By: _____

President, Board of Education

ATTEST:

RUSH-HENRIETTA CENTRAL SCHOOL
DISTRICT

District Clerk

(SEAL)

By: _____

President, Board of Education

ATTEST:

WEBSTER CENTRAL SCHOOL DISTRICT

District Clerk

(SEAL)

By: _____

President, Board of Education

ATTEST:

WEST IRONDEQUOIT CENTRAL SCHOOL
DISTRICT

District Clerk

(SEAL)

By: _____

President, Board of Education

EXHIBIT I

Description of Project

The Project consists of renovations, alterations and improvements to the following buildings and facilities located at the BOCES campus on O'Connor Road, Fairport, New York (the "Campus"), including:

- 1- Career and technical classrooms throughout the Campus, including, but not limited to, Cosmetology, Culinary, CISCO, Precision Manufacturing and Welding Forman Center Building 1, 2, 3 and Forman Center Building 4,5,6;
- 2- O' Connor Academy (Foreman Center Building 9, 10) including reconfiguration of the teaching kitchen, gym, mechanical trades and other classroom renovations, exterior work of the building envelope, reconstruction of roofs and site work;
- 3- Building 1-2-3 "Red entry" or Visitor Entrance reconfiguration, repaving of driveways and parking areas
- 4- Masonry reconstruction throughout the Campus;
- 5- Replacement of various finishes, including but not limited to carpeting, painting and ceiling tile;
- 6- Replacement of Roof top HVAC units and heat pumps throughout the campus;
- 7- Roof replacement at 11 Linden Park;
- 8- Replacement of exterior and interior doors throughout the Campus.

Exhibit II

Installment Payments by Component Districts

<u>Component School District</u>	<u>Installment due July 15, 2020</u>	<u>Installment due July 15, 2021</u>	<u>Installment due July 15, 2022</u>
Brighton Central School District	\$182,830	\$847,665	\$797,802
East Irondequoit Central School District	\$153,717	\$712,688	\$670,765
East Rochester Union Free School District	\$48,969	\$227,037	\$213,682
Fairport Central School District	\$304,029	\$1,409,588	\$1,326,671
Honeoye Falls-Lima Central School District	\$114,484	\$530,791	\$499,569
Penfield Central School District	\$229,928	\$1,066,030	\$1,003,322
Pittsford Central School District	\$283,357	\$1,313,749	\$1,236,468
Rush-Henrietta Central School District	\$272,326	\$1,262,603	\$1,188,332
Webster Central School District	\$427,626	\$1,982,629	\$1,866,005
West Irondequoit Central School District	\$182,734	\$847,220	\$797,384
Totals	\$2,200,000	\$10,200,000	\$9,600,000