

CURRENT AND PROJECTED BUILDING AID TABLE

FY Ending 06/30	TOTAL	BLD				BLD10			BLD3					BLD4		BCS
		0.881			Capital Outlay	0.95		Capital Outlay	0.95		Capital Outlay			0.98		0.925
		BLD Total	RETROACTIVE	Waivered Bonds Line 27	RETROACTIVE	BLD10 Total	RETROACTIVE	RETROACTIVE	BLD3 Total	PROSPECTIVE Line 36	RETROACTIVE Line 43	Metal Detectors Line 45	EPC's - Prospective Line 47	BLD4 Total	PROSPECTIVE	Building Condition Survey
2011	20,571,860	5,742,816	5,119,882	615,256	7,678	1,499,040	1,357,974	141,066	7,386,977	5,659,779	70,085	52,860	1,604,253	5,943,027	5,443,527	499,500
2012	21,808,082	5,713,973	5,119,882	586,413	7,678	1,499,040	1,357,974	141,066	7,334,117	5,659,779	70,085	?	1,604,253	7,260,951	7,260,951	
2013	20,538,650	5,127,560	5,119,882	?	7,678	1,499,040	1,357,974	141,066	7,334,117	5,659,779	70,085	?	1,604,253	6,577,932	6,577,932	
2014	20,538,650	5,127,560	5,119,882	?	7,678	1,499,040	1,357,974	141,066	7,334,117	5,659,779	70,085		1,604,253	6,577,932	6,577,932	
2015	20,538,650	5,127,560	5,119,882	?	7,678	1,499,040	1,357,974	141,066	7,334,117	5,659,779	70,085		1,604,253	6,577,932	6,577,932	
2016	20,313,837	4,902,747	4,895,069		7,678	1,499,040	1,357,974	141,066	7,334,117	5,659,779	70,085		1,604,253	6,577,932	6,577,932	
2017	20,313,837	4,902,747	4,895,069		7,678	1,499,040	1,357,974	141,066	7,334,117	5,659,779	70,085		1,604,253	6,577,932	6,577,932	
2018	19,968,864	4,619,959	4,612,281		7,678	1,499,040	1,357,974	141,066	7,271,932	5,597,594	70,085		1,604,253	6,577,932	6,577,932	
2019	18,147,103	3,732,636	3,732,636		-	1,477,287	1,357,974	119,313	6,359,247	5,557,121	-		802,126	6,577,932	6,577,932	
2020	15,664,403	3,732,636	3,732,636		-	1,477,287	1,357,974	119,313	3,876,547	3,876,547	-			6,577,932	6,577,932	
2021	13,356,008	3,526,234	3,526,234		-	684,146	678,987	5,159	2,567,696	2,567,696	-			6,577,932	6,577,932	
2022	8,459,732	1,277,794	1,277,794		-	5,159		5,159	598,847	598,847	-			6,577,932	6,577,932	
2023	6,626,436	1,277,794	1,277,794		-	-		-	-		-			5,348,642	5,348,642	
2024	5,774,221	1,277,794	1,277,794		-	-		-	-		-			4,496,427	4,496,427	
2025	1,584,913	-			-	-		-	-		-			1,584,913	1,584,913	
2026	693,041	-			-	-		-	-		-			693,041	693,041	
TOTAL	\$ 234,898,288	\$ 56,089,810	\$ 54,826,717	\$ 1,201,669	\$ 61,424	\$ 15,636,202	\$ 14,258,727	\$ 1,377,475	\$ 72,065,950	\$ 57,816,257	\$ 560,682	\$ 52,860	\$ 13,636,150	\$ 91,106,327	\$ 90,606,827	\$ 499,500
		56,089,810	54,826,717	1,201,669	61,424	15,636,202	14,258,727	1,377,475	72,065,950	57,816,257	560,682	52,860	13,636,150		90,365,172	

Rochester City School District #261600

PROSPECTIVE PROJECT AMORTIZATION

<http://www.nysed.gov/STATEAID/DIST/prosp/261600.html>

11-05-10

9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24

Proj. #	Name	Vote	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26
0037-013	#37 L E Morgan	07-01-02	\$ 13,234	\$ 13,234	\$ 13,234	\$ 13,234	\$ 13,234	\$ 13,234	\$ 13,234	\$ 13,234	\$ 13,234							
0037-014	#37 L E Morgan	07-01-03	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -						
0037-015	#37 L E Morgan	08-21-03	\$ 13,544	\$ 13,544	\$ 13,544	\$ 13,544	\$ 13,544	\$ 13,544	\$ 13,544	\$ 13,544	\$ 13,544	\$ 13,544	\$ 6,772					
0039-011	#39 A J Townson	07-01-02	\$ 12,270	\$ 12,270	\$ 12,270	\$ 12,270	\$ 12,270	\$ 12,270	\$ 12,270	\$ 12,270	\$ 12,270							
0039-012	#39 A J Townson	07-01-03	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -							
0039-013	#39 A J Townson	08-21-03	\$ 17,026	\$ 17,026	\$ 17,026	\$ 17,026	\$ 17,026	\$ 17,026	\$ 17,026	\$ 17,026	\$ 17,026	\$ 17,026	\$ 8,513					
0039-014	#39 A J Townson	07-01-04	\$ 4,154	\$ 4,154	\$ 4,154	\$ 4,154	\$ 4,154	\$ 4,154	\$ 4,154	\$ 4,154	\$ 4,154	\$ 4,154	\$ 4,154	\$ 2,077				
0041-015	#41 Kodak Park	07-01-01	\$ 15,992	\$ 15,992	\$ 15,992	\$ 15,992	\$ 15,992	\$ 15,992	\$ 15,992	\$ 15,992								
0041-016	#41 Kodak Park	03-21-02	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000							
0041-017	#41 Kodak Park	07-01-03	\$ 44,432	\$ 44,432	\$ 44,432	\$ 44,432	\$ 44,432	\$ 44,432	\$ 44,432	\$ 44,432	\$ 44,432	\$ 44,432	\$ 44,432	\$ 22,216				
0041-018	#41 Kodak Park	07-01-03	\$ 2,842	\$ 2,842	\$ 2,842	\$ 2,842	\$ 2,842	\$ 2,842	\$ 2,842	\$ 2,842	\$ 2,842	\$ 2,842	\$ 2,842	\$ 1,421				
0041-019	#41 Kodak Park	07-01-04	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -						
0043-010	#42 Abelard	07-01-03	\$ 94,652	\$ 94,652	\$ 94,652	\$ 94,652	\$ 94,652	\$ 94,652	\$ 94,652	\$ 94,652	\$ 94,652	\$ 94,652						
0043-011	#42 Abelard	07-01-03	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -						
0043-012	#42 Abelard	08-21-03	\$ 14,006	\$ 14,006	\$ 14,006	\$ 14,006	\$ 14,006	\$ 14,006	\$ 14,006	\$ 14,006	\$ 14,006	\$ 14,006	\$ 7,003					
0043-011	#43 T Roosevelt	07-01-01	\$ 38,984	\$ 38,984	\$ 38,984	\$ 38,984	\$ 38,984	\$ 38,984	\$ 38,984	\$ 38,984								
0043-012	#43 T Roosevelt	03-21-02	\$ 14,898	\$ 14,898	\$ 14,898	\$ 14,898	\$ 14,898	\$ 14,898	\$ 14,898	\$ 14,898	\$ 14,898							
0043-013	#43 T Roosevelt	07-01-04	\$ 5,702	\$ 5,702	\$ 5,702	\$ 5,702	\$ 5,702	\$ 5,702	\$ 5,702	\$ 5,702	\$ 5,702	\$ 5,702	\$ 2,851					
0043-014	#43 T Roosevelt	01-03-05	\$ 31,672	\$ 31,672	\$ 31,672	\$ 31,672	\$ 31,672	\$ 31,672	\$ 31,672	\$ 31,672	\$ 31,672	\$ 31,672	\$ 15,836					
0044-017	#44 Lincoln Park	03-21-02	\$ 14,102	\$ 14,102	\$ 14,102	\$ 14,102	\$ 14,102	\$ 14,102	\$ 14,102	\$ 14,102	\$ 14,102							
0044-018	#44 Lincoln Park	07-01-03	\$ 40,236	\$ 40,236	\$ 40,236	\$ 40,236	\$ 40,236	\$ 40,236	\$ 40,236	\$ 40,236	\$ 40,236							
0044-019	#44 Lincoln Park	07-01-03	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -							
0044-020	#44 Lincoln Park	07-01-03	\$ 3,922	\$ 3,922	\$ 3,922	\$ 3,922	\$ 3,922	\$ 3,922	\$ 3,922	\$ 3,922	\$ 3,922	\$ 3,922	\$ 1,961					
0045-009	School Without Walls #	07-01-01	\$ 10,286	\$ 10,286	\$ 10,286	\$ 10,286	\$ 10,286	\$ 10,286	\$ 10,286	\$ 10,286								
0045-010	School Without Walls #	07-01-02	\$ 46,026	\$ 46,026	\$ 46,026	\$ 46,026	\$ 46,026	\$ 46,026	\$ 46,026	\$ 46,026	\$ 46,026							
0045-011	School Without Walls #	07-01-04	\$ 33,354	\$ 33,354	\$ 33,354	\$ 33,354	\$ 33,354	\$ 33,354	\$ 33,354	\$ 33,354	\$ 33,354	\$ 33,354						
0046-016	Carrol #46	07-01-02	\$ 36,388	\$ 36,388	\$ 36,388	\$ 36,388	\$ 36,388	\$ 36,388	\$ 36,388	\$ 36,388	\$ 36,388							
0046-017	Carrol #46	08-21-03	\$ 9,788	\$ 9,788	\$ 9,788	\$ 9,788	\$ 9,788	\$ 9,788	\$ 9,788	\$ 9,788	\$ 9,788	\$ 4,894						
0050-013	#50 H B Montgomery	07-01-04	\$ 77,120	\$ 77,120	\$ 77,120	\$ 77,120	\$ 77,120	\$ 77,120	\$ 77,120	\$ 77,120	\$ 77,120	\$ 77,120	\$ 38,560					
0050-014	#50 H B Montgomery	07-01-03	\$ 33,512	\$ 33,512	\$ 33,512	\$ 33,512	\$ 33,512	\$ 33,512	\$ 33,512	\$ 33,512	\$ 33,512							
0050-015	#50 H B Montgomery	07-01-03	\$ 422	\$ 422	\$ 422	\$ 422	\$ 422	\$ 422	\$ 422	\$ 422	\$ 211							
0050-016	#50 H B Montgomery	07-01-03	\$ 6,132	\$ 6,132	\$ 6,132	\$ 6,132	\$ 6,132	\$ 6,132	\$ 6,132	\$ 6,132	\$ 6,132	\$ 6,132	\$ 3,066					
0050-017	#50 H B Montgomery	08-21-03	\$ 12,022	\$ 12,022	\$ 12,022	\$ 12,022	\$ 12,022	\$ 12,022	\$ 12,022	\$ 12,022	\$ 12,022	\$ 6,011						
0052-013	#52 F Fowler Dow	07-01-01	\$ 15,556	\$ 15,556	\$ 15,556	\$ 15,556	\$ 15,556	\$ 15,556	\$ 15,556	\$ 15,556								
0052-014	#52 F Fowler Dow	08-21-03	\$ 8,262	\$ 8,262	\$ 8,262	\$ 8,262	\$ 8,262	\$ 8,262	\$ 8,262	\$ 8,262	\$ 8,262	\$ 4,131						
0052-015	#52 F Fowler Dow	07-01-04	\$ 6,500	\$ 6,500	\$ 6,500	\$ 6,500	\$ 6,500	\$ 6,500	\$ 6,500	\$ 6,500	\$ 6,500	\$ 6,500	\$ 3,250					
0052-016	#52 F Fowler Dow	07-01-04	\$ 54,172	\$ 54,172	\$ 54,172	\$ 54,172	\$ 54,172	\$ 54,172	\$ 54,172	\$ 54,172	\$ 54,172	\$ 54,172	\$ 27,086					
0087-007	57 Westside Early Child	07-01-03	\$ 54,910	\$ 54,910	\$ 54,910	\$ 54,910	\$ 54,910	\$ 54,910	\$ 54,910	\$ 54,910	\$ 54,910							
0087-008	57 Westside Early Child	07-01-03	\$ 4,772	\$ 4,772	\$ 4,772	\$ 4,772	\$ 4,772	\$ 4,772	\$ 4,772	\$ 4,772	\$ 4,772	\$ 4,772	\$ 2,386					
0087-009	57 Westside Early Child	08-21-03	\$ 6,276	\$ 6,276	\$ 6,276	\$ 6,276	\$ 6,276	\$ 6,276	\$ 6,276	\$ 6,276	\$ 6,276	\$ 3,138						
0101-021	Frankin High	07-01-03	\$ 240,902	\$ 240,902	\$ 240,902	\$ 240,902	\$ 240,902	\$ 240,902	\$ 240,902	\$ 240,902	\$ 240,902							
0101-022	Frankin High	07-01-02	\$ 345,432	\$ 345,432	\$ 345,432	\$ 345,432	\$ 345,432	\$ 345,432	\$ 345,432	\$ 345,432	\$ 345,432							
0101-023	Frankin High	03-21-02	\$ 112,170	\$ 112,170	\$ 112,170	\$ 112,170	\$ 112,170	\$ 112,170	\$ 112,170	\$ 112,170								
0101-024	Frankin High	07-01-04	\$ 8,286	\$ 8,286	\$ 8,286	\$ 8,286	\$ 8,286	\$ 8,286	\$ 8,286	\$ 8,286	\$ 8,286	\$ 8,286	\$ 4,143					
0101-025	Frankin High	07-01-04	\$ 300,160	\$ 300,160	\$ 300,160	\$ 300,160	\$ 300,160	\$ 300,160	\$ 300,160	\$ 300,160	\$ 300,160	\$ 300,160						



STATE AID BUILDING - CAPITAL OUTLAY AMORTIZATION

http://www.nysed.gov/STATEAID/DIST/CAPTL/261600.html

7 8 9 10 11 12 13 14 15 16 17 18

Proj. #	Name	Vote	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22
0001-004	#1M B Anderson	00-00-00	\$ 648	\$ 648	\$ 648	\$ 648	\$ 648	\$ 648	\$ 648	\$ 648				
0025-014	#28 Hendrick Hudson	11-29-96	\$ 1,691	\$ 1,691	\$ 1,691	\$ 1,691	\$ 1,691	\$ 1,691	\$ 1,691	\$ 1,691				
0046-014	Carrol #46	01-10-97	\$ 5,883	\$ 5,883	\$ 5,883	\$ 5,883	\$ 5,883	\$ 5,883	\$ 5,883	\$ 5,883				
0110-020	Marshall High	07-31-97	\$ 494	\$ 494	\$ 494	\$ 494	\$ 494	\$ 494	\$ 494	\$ 494				
			\$ 8,716	\$ 8,716	\$ 8,716	\$ 8,716	\$ 8,716	\$ 8,716	\$ 8,716	\$ 8,716	\$ -	\$ -	\$ -	\$ -
0.881 BLD			\$ 7,678	\$ 7,678	\$ 7,678	\$ 7,678	\$ 7,678	\$ 7,678	\$ 7,678	\$ 7,678	\$ -	\$ -	\$ -	\$ -

0003-011	#3 N Rochester	07-01-98	\$ 1,317	\$ 1,317	\$ 1,317	\$ 1,317	\$ 1,317	\$ 1,317	\$ 1,317	\$ 1,317				
0004-012	#4 George F Forbes	07-01-98	\$ 5,430	\$ 5,430	\$ 5,430	\$ 5,430	\$ 5,430	\$ 5,430	\$ 5,430	\$ 5,430	\$ 5,430	\$ 5,430	\$ 5,430	\$ 5,430
0007-011	#7 Virgil Grissom	07-01-99	\$ 92	\$ 92	\$ 92	\$ 92	\$ 92	\$ 92	\$ 92	\$ 92				
0012-013	#12 James B Duffy	07-01-98	\$ 8,939	\$ 8,939	\$ 8,939	\$ 8,939	\$ 8,939	\$ 8,939	\$ 8,939	\$ 8,939				
0015-004	#15 School	07-01-98	\$ 491	\$ 491	\$ 491	\$ 491	\$ 491	\$ 491	\$ 491	\$ 491				
0025-011	#25 N Hawthorne	07-01-98	\$ 1,571	\$ 1,571	\$ 1,571	\$ 1,571	\$ 1,571	\$ 1,571	\$ 1,571	\$ 1,571				
0028-015	#28 Henry Hudson	07-01-99	\$ 92	\$ 92	\$ 92	\$ 92	\$ 92	\$ 92	\$ 92	\$ 92				
0033-013	#33 Audubon	07-01-99	\$ 75	\$ 75	\$ 75	\$ 75	\$ 75	\$ 75	\$ 75	\$ 75				
0037-012	#37 L E Morgan	07-01-99	\$ 94	\$ 94	\$ 94	\$ 94	\$ 94	\$ 94	\$ 94	\$ 94				
0041-014	#41 Kodak Park	07-01-99	\$ 3,960	\$ 3,960	\$ 3,960	\$ 3,960	\$ 3,960	\$ 3,960	\$ 3,960	\$ 3,960				
0052-012	#52 F Fowler Dow	07-01-98	\$ 5	\$ 5	\$ 5	\$ 5	\$ 5	\$ 5	\$ 5	\$ 5				
0102-020	Charlotte Middle	07-01-99	\$ 670	\$ 670	\$ 670	\$ 670	\$ 670	\$ 670	\$ 670	\$ 670				
0105-018	Jefferson Middle	07-01-99	\$ 979	\$ 979	\$ 979	\$ 979	\$ 979	\$ 979	\$ 979	\$ 979				
0107-016	Monroe Middle	07-01-98	\$ 1,394	\$ 1,394	\$ 1,394	\$ 1,394	\$ 1,394	\$ 1,394	\$ 1,394	\$ 1,394				
0108-014	Joseph C Wilson Magnet #67	07-01-99	\$ 120,163	\$ 120,163	\$ 120,163	\$ 120,163	\$ 120,163	\$ 120,163	\$ 120,163	\$ 120,163	\$ 120,163	\$ 120,163	\$ 120,163	\$ 120,163
0110-021	Marshall High	07-01-98	\$ 119	\$ 119	\$ 119	\$ 119	\$ 119	\$ 119	\$ 119	\$ 119				
7999-007		07-01-98	\$ 3,100	\$ 3,100	\$ 3,100	\$ 3,100	\$ 3,100	\$ 3,100	\$ 3,100	\$ 3,100				
			\$ 148,491	\$ 148,491	\$ 148,491	\$ 148,491	\$ 148,491	\$ 148,491	\$ 148,491	\$ 148,491	\$ 125,593	\$ 125,593	\$ 5,430	\$ 5,430
0.950 BLD10			\$ 141,066	\$ 141,066	\$ 141,066	\$ 141,066	\$ 141,066	\$ 141,066	\$ 141,066	\$ 141,066	\$ 119,313	\$ 119,313	\$ 5,159	\$ 5,159

0001-015	#1 M B Anderson	07-01-00	\$ 9,559	\$ 9,559	\$ 9,559	\$ 9,559	\$ 9,559	\$ 9,559	\$ 9,559	\$ 9,559				
0009-013	Martin Luther #9	07-01-00	\$ 45	\$ 45	\$ 45	\$ 45	\$ 45	\$ 45	\$ 45	\$ 45				
0010-003	#8 Roberto Clemente	07-01-00	\$ 88	\$ 88	\$ 88	\$ 88	\$ 88	\$ 88	\$ 88	\$ 88				
0014-017	#14 Chester Dewey	07-01-00	\$ 331	\$ 331	\$ 331	\$ 331	\$ 331	\$ 331	\$ 331	\$ 331				
0016-013	Walton Spencer No 16	07-01-00	\$ 111	\$ 111	\$ 111	\$ 111	\$ 111	\$ 111	\$ 111	\$ 111				
0022-015	#22 Abe Lincoln	07-01-00	\$ 714	\$ 714	\$ 714	\$ 714	\$ 714	\$ 714	\$ 714	\$ 714				
0034-013	#34 Dr L A Cerulli	07-01-00	\$ 258	\$ 258	\$ 258	\$ 258	\$ 258	\$ 258	\$ 258	\$ 258				
0042-009	#42 Abelard Reynolds	07-01-00	\$ 1,252	\$ 1,252	\$ 1,252	\$ 1,252	\$ 1,252	\$ 1,252	\$ 1,252	\$ 1,252				
0043-011	#43 T Roosevelt	07-01-00	\$ 214	\$ 214	\$ 214	\$ 214	\$ 214	\$ 214	\$ 214	\$ 214				
0044-016	#44 Lincoln Park	07-01-00	\$ 1,113	\$ 1,113	\$ 1,113	\$ 1,113	\$ 1,113	\$ 1,113	\$ 1,113	\$ 1,113				
0050-012	#50 H B Montgomery	07-01-00	\$ 1,910	\$ 1,910	\$ 1,910	\$ 1,910	\$ 1,910	\$ 1,910	\$ 1,910	\$ 1,910				
0087-006	57 Westside Early Childhood C	07-01-00	\$ 453	\$ 453	\$ 453	\$ 453	\$ 453	\$ 453	\$ 453	\$ 453				
0109-014	F Douglass Jr High	07-01-00	\$ 658	\$ 658	\$ 658	\$ 658	\$ 658	\$ 658	\$ 658	\$ 658				
0110-024	Marshall High	07-01-01	\$ 11,700	\$ 11,700	\$ 11,700	\$ 11,700	\$ 11,700	\$ 11,700	\$ 11,700	\$ 11,700				
0111-014	Edison Tech	07-01-00	\$ 15,663	\$ 15,663	\$ 15,663	\$ 15,663	\$ 15,663	\$ 15,663	\$ 15,663	\$ 15,663				
0112-014	Lofton Senior High	07-01-00	\$ 287	\$ 287	\$ 287	\$ 287	\$ 287	\$ 287	\$ 287	\$ 287				
7999-008		07-01-00	\$ 29,418	\$ 29,418	\$ 29,418	\$ 29,418	\$ 29,418	\$ 29,418	\$ 29,418	\$ 29,418				
			\$ 73,774	\$ 73,774	\$ 73,774	\$ 73,774	\$ 73,774	\$ 73,774	\$ 73,774	\$ 73,774	\$ -	\$ -	\$ -	\$ -
0.950 BLD3			\$ 70,085	\$ 70,085	\$ 70,085	\$ 70,085	\$ 70,085	\$ 70,085	\$ 70,085	\$ 70,085	\$ -	\$ -	\$ -	\$ -

SUMMARY OF BUILDING AID RATIOS
BUILDING AID OUTPUT REPORT (BLD-SBA) **BLD-SBA**

**I. 2010-11 BUILDING AID RATIO FOR PROJECTS WITH VOTER APPROVAL
 PRIOR TO 7/1/98**

8 2007 ACTUAL VALUATION	5,629,697,865
9 2008-09 RWADA	33,177
10 2007 ACTUAL VALUATION/2008/09 RWADA	169,686
10a Statewide Average 2007 ACTUAL VALUATION/2008/09 RWADA	720,800
11 ENTRY 9 / 10a	0.235
12 ENTRY 10 * .510	0.119
13 2010-11 RWADA AID RATIO (1.000 - ENTRY 11, MAX .950)	0.881
14 SELECTED 2009-10 BLDG AID RATIO	0.878
15 SELECTED 2010-11 BLDG AID RATIO (> OF ENT12 OR ENT13)	0.881 BLD

**II. 2007-08 BUILDING AID RATIO FOR PROJECTS WITH VOTER APPROVAL
 ON OR AFTER 7/1/98 BUT PRIOR TO 7/1/2000**

16 SELECTED 2010-11 BLDG AID RATIO ENHANCED BY 10% INCENTIVE (ENT 14 + .100, MAX .950)	0.950 BLD10
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**III. 2010-11 BUILDING AID RATIO FOR PROJECTS WITH VOTER APPROVAL
 ON OR AFTER 7/1/2000 BUT PRIOR TO 7/1/2005**

17 SELECTED 1999-00 BLDG AID RATIO MINUS 10%	0.619
18 REVISED SELECTED 2010-11 BLDG AID RATIO (> OF ENT 13 OR ENT 17, MAX .950)	0.881
19 BUILDING AID RATIO FOR LOW WEALTH AID ELIGIBLE SCHOOL DISTRICTS (LOW WEALTH DISTRICTS INCLUDE THOSE WHOSE PUPIL WEALTH RATIO IS > 2.5 AND ALTERNATE PUPIL WEALTH RATIO IS < .85) (1.263 * SEL SHARING RATIO)	0
20 2010-11 BLD3 SELECTED BUILDING AID RATIO FOR LOW WEALTH SCHOOL DISTRICTS (GREATER OF ENT 18 OR ENT 19, MAX .950)	0
21 2010-11 BLD3 SELECTED BUILDING AID RATIO ENHANCED BY 10% INCENTIVE (ENT 18 + .100, MAX .950)	0.950 BLD3

**IV. 2010-11 BUILDING AID RATIO FOR PROJECTS WITH VOTER APPROVAL
 ON OR AFTER 7/1/2005**

22 HIGH NEEDS SUPPLEMENT (ENT 18 * .05)	0.044
23 0.98 MINUS 2010-11 SEL BUILDING AID RATIO BEFORE 10% (0.98 - ENT 17)	0.099
24 HIGH NEEDS SUPPLEMENTAL BUILDING AID RATIO (HNSBAR) (LESSER OF ENT 23 OR ENT 22)	0.044
25 SELECTED 2010-11 BUILDING AID RATIO BEFORE 10% PLUS HNSBAR (ENT 18 + ENT 24)	0.925
26 SELECTED 2010-11 BUILDING AID RATIO + HNSBAR ENHANCED BY 10% INCENTIVE (ENT 25 + .100, MAX .980)	0.980 HNSBAF
27 2010-11 BLD4 SELECTED BUILDING AID RATIO ENHANCED BY 10% INCENTIVE (NON-HNSBAR DISTRICTS) (ENT 21)	0.950 BLD4
REORGANIZATION INCENTIVE DECIMAL (SA-139 < 07/01/2010)	0
SEL BLD4 + REORGANIZATION DECIMAL (MAX = .980)	0.980



The Request for Proposals (RFP) Process

The statute requires that a detailed description of the request for proposals process and an outline of the criteria used for the selection of the program manager, the independent compliance officer and all contractors be included in the Comprehensive School Facilities Modernization Plan.

The Rochester Joint Schools Construction Board's policy is to issue Requests for Proposals (RFP) or Requests for Qualifications (RFQ) when contracting for professional services. It has used an RFP process in the selection of all consultants providing direct services to the program, including General Counsel, Program Manager, Independent Compliance Officer, Financial Advisor, Bond Underwriter, Energy Performance Consultant, Master Planning Architect, and State Environmental Quality Review Act Consultant.

Responses to the RFPs solicited via the RJSCB's website with reference information on the City of Rochester's website. In some instances, trade publications were also used to advertise an RFP, including the search for General Counsel, Program Manager, Financial Advisor, and Bond Underwriter.

In evaluation of RFPs, the Board's practice is to rate the responses using the following general criteria: Experience in New York State; experience in New York State K – 12 projects; and M/WBE commitment. **Following is the RJSCB Procurement Policy, which fully articulates the process.**

Rochester Joint Schools Construction Board Purchasing and Procurement Policy

Purpose

The Rochester Joint Schools Construction Board (the "Board") was created by New York State to implement a Facilities Modernization Program (FMP), specifically Chapter 416 of the 2007 Laws of the State of New York (the "Enabling Legislation") addressed the formation of the

Board and authorized Phase 1 of the FMP. In fulfilling its duties, the Board acts as an agent of the City of Rochester and the Rochester City School District. The Board has established this Purchasing and Procurement Policy (the "Policy") in order to detail the operative policy and instructions regarding the award of certain Board purchasing and procurement contracts for goods and/or services. This Policy reflects the Board's compliance with applicable laws, including the Enabling Legislation and Section 103 of the General Municipal Law. To the extent that any provisions in this Policy are inconsistent with applicable laws, any such inconsistent provisions shall be superseded by this applicable law.

In accordance with the Board's Code of Ethics Policy and Article 18 of the General Municipal Law, no Board member shall have an interest in any contract entered into by the Board.

Article 1

Procurement Committee

1. Organization of Procurement Committee

All purchasing and procurement shall be implemented by a procurement committee (the "Procurement Committee") comprised of the following members: the Chair of the Board, as chair of the committee, and at least three but no more than five additional members appointed by the Chair. The Procurement Committee may see the assistance of the Board's program manager (the "Program Manager"). The Administrative Director of the Board or such other designee appointed by the Chair (the "Procurement Officer") shall provide administrative support to the Board and the Procurement Committee.

2. Role of Procurement Committee

The Procurement Committee shall be responsible for implementation and compliance with this Policy. The Procurement Committee's responsibilities with respect to such matters shall include:

- (a) obtaining and analyzing prices for materials, equipment and services;
- (b) compiling and maintaining a list of sources of supply for required items;

- (c) determining the quality/quantity requirements for a particular purchase and involving the Program Manager, as necessary;
- (d) in cases where technical equipment, specifications, plans or designs are involved, indicating its requirements and coordinating with the Program Manager to ensure quality control;
- (e) acting as a liaison with vendors;
- (f) reviewing invoices and handling accounts payable;
- (g) handling mechanical operations of purchasing, such as pricing, bidding, operating, expediting and making adjustments; and
- (h) keeping confidential all information and quotations submitted by competing vendors until an award.

Article 2

Professional Service Contracts

All professional services will be procured through a Request for Qualifications/Proposals ("RFQ/P") process, which shall be developed and reviewed by the Board and counsel.

1. RFQ/P Process – Professional Services The RFQ/P process shall be conducted as follows:

- (a) RFQ/P materials for the professional services in question shall be prepared by the Procurement Committee and submitted to the Board for approval.
- (b) The Procurement Officer shall disseminate the approved RFQ/P materials and coordinate with prospective persons or entities as necessary for each RFQ/P.
- (c) All RFQ/P responses shall be submitted to the Procurement Officer in accordance with the terms of the RFQ/P and this Policy
- (d) The Procurement Officer will then submit the qualifying responses to the Procurement Committee for review and approval. Any members of the Board, at their discretion, may participate in the Committee's review and approval process.



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(e) Once the Procurement Committee has reviewed the responses, the Committee shall select finalists and conduct interviews. Any members of the Board, at their discretion, may participate in the Committee's interview process.

(f) The Procurement Committee shall conduct deliberations regarding each finalist and make a recommendation to the Board.

(g) The Board will review the recommendation by the Procurement Committee and the RFQ/P responses of the candidates. Following its own deliberations, the Board will select the winning candidate and prepare a formal record that reflects the basis for its decision. The Board may conduct its deliberations in an executive session to the extent permitted by law.

(h) The Board shall approve the award of the professional services contract by resolution at a Board meeting.

(i) Notwithstanding the foregoing, the Board shall reserve the right to reject all proposals. The Board shall have the authority to issue a new RFQ/P if it deems the responses to the original RFQ/P are not in furtherance of its mission. The record shall reflect the basis for such determination.

2. Qualifications and Selection Criteria for Certain Professional Services

To the extent that the Enabling Legislation sets forth the qualifications needed for any professional services position being awarded, or the criteria to be considered in making the RFQ/P selection, the Board shall adhere to such instructions. The following summarizes the selection criteria in the Enabling Legislation with respect to the Program manager, the Independent Compliance Officer and contractors, generally:

(a) Program Manager: an independent program management firm with the skills necessary to assist the Board in:

(a) developing and implementing procedures for the "projects" as defined in the enabling legislation undertaken and contracted for by the Board:

(b) reviewing plans and specifications for projects;

(c) developing and implementing policies and procedures to utilize employment resources to provide sufficient skilled employees for such

projects, including developing and implementing training programs, if required; and

(d) managing such projects. In addition, the Program Managers shall have experience in planning, designing, and constructing new and/or reconstructing existing school buildings, public facilities, commercial facilities, and/or infrastructure facilities, and in negotiation and management of labor contracts and agreements, training programs, educational programs, and physical technological requirements for educational programs.

The Program Manager shall be qualified to manage all projects, review project schedules, review payment schedules, prepare cost estimates, and assess safety programs of contractors and all training programs, if required. The Program Manager shall be prepared to implement procedures to verify that all work for which payment has been requested has been satisfactorily completed.

(b) Independent Compliance Officer: a person with an in-depth knowledge base and breadth of experience conducting minority and women-owned business enterprise (MWBE) and disadvantaged business enterprise (DBE) utilization compliance monitoring for public contracts within New York State, including school districts.

(c) Contractors, generally: a contractor must be willing and able to:

(a) where a project labor agreement is required, comply with all applicable New York law pertaining to public works projects under Article 8 of the Labor Law (including, where applicable, all prevailing wage requirements by the State Department of Labor);

(b) furnish a labor and material bond guaranteeing prompt payment of moneys that are due to all persons furnishing labor and materials and a performance bond for the faithful performance of the project in conformance with Section 103-f of the General Municipal Law;

(c) provide sufficient evidence to the Board's satisfaction that such contractor has the financial and organizational capacity and subcontractors to perform the magnitude of work in question, a satisfactory record of performance of contractors and subcontractors on previous work, a satisfactory record of contractors and subcontractors in

complying with existing labor standards and maintaining harmonious labor relations, and a commitment to working with minority and women-owned business enterprises pursuant to article 15-A of the executive law through joint ventures or subcontractor relationships; and

(d) for any contract in excess of one million dollars for construction, reconstruction, demolition, excavation, rehabilitation, repair, renovation, alteration, or improvement, demonstrate that both the contractor and its subcontractors have participated in apprentice training programs in the trades of work it employs that have been approved for not less than three years by the State Department of Labor; have graduated at least one apprentice in the last 3 years; have at least one apprentice currently enrolled in such apprentice training program; and have demonstrated that the program has made significant efforts to attract and retain minority apprentices.

Article 2

Other Contracts and Purchasing

The Board shall also be responsible for awarding all construction contracts and approving purchases of goods and services other than professional services. All purchases must be approved by the Board pursuant to a resolution of the Board. The Board or its designee will have sole discretion to negotiate contract terms.

1. General Procedures

It is the goal of the Board to purchase competitively, without prejudice or favoritism, and to seek the maximum educational value for every dollar expended. Competitive bids for quotations shall be solicited in connection with purchases pursuant to applicable New York law. The General Municipal Law requires that purchase contracts for materials, equipment and supplies involving an estimated annual expenditure exceeding \$10,000 and public work contracts involving an expenditure of more than \$20,000 will be awarded only after responsible bids have been received in response to a public advertisement soliciting formal bids. Such an award shall be made by the Board to the lowest responsible bidder



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furnishing the required security after advertisement for sealed bids under Section 103 of the General Municipal Law. Similar procurements to be made in a fiscal year will be grouped together for the purpose of determining whether a particular item must be bid. Notwithstanding the foregoing, the Board shall reserve the right to reject all bids and re-advertise for new bids. Opportunities shall be provided to all responsible suppliers to do business with the Board. Suppliers whose place of business is situated within the City may be given preferential consideration only when bids or quotations on an item or service are identical as to price, quality and other factors. Purchases will be made through available State contracts of the Office of General Services or county contracts whenever such purchases are in the best interests of the Board. In addition, the Board will make purchases from correctional institutions and severely disabled persons through charitable or not-for-profit agencies, as provided by law. Further, the Program Manager, and its affiliates or subsidiaries, if any, shall be prohibited from awarding contracts or being awarded contracts for, or performing any work on, projects undertaken pursuant to the Enabling Legislation.

2. Exemptions

Goods and services that are not required by law to be procured through competitive bidding will be procured in a manner so as to ensure the prudent and economical use of public monies, to facilitate the acquisition of goods and services of maximum quality at the lowest possible cost under the circumstances, and to guard against favoritism, improvidence, extravagance, fraud and corruption. Alternative proposals or quotations will be secured by the RFP/Q process, written or verbal quotations or any other appropriate method of procurement, except for procurements (i) under a county contract, (ii) under a State contract, (iii) of articles manufactured in state correctional institutions (iv) or from agencies for the blind and severely disabled. Further, the Board will not be required to secure alternative proposals or quotations for (i) emergencies where time is a crucial factor, in accordance with Section 103(4) of the General Municipal Law, (ii) procurements for which there is no possibility of competition (sole source items) or (iii) very small procurements when solicitations of competition would not be cost-effective.

3. Board's Purchasing Objectives

The Board's purchasing activity will strive to meet the following objectives:

- (a) to effectively supply needed materials, supplies, and contracted services at the lowest prices possible consistent with the quality and standards needed;
- (b) to ensure that all purchases fall within the framework of budgetary limitations and are consistent with the goals of the Board;
- (c) to maintain an appropriate and comprehensive accounting and reporting system to record and document all purchasing transactions; and
- (d) to ensure, through the use of proper internal controls, that loss and/or diversion of Board property is prevented.

4. Bid Process- Goods and Services (Other than Professional Services)

The bid process for goods and services will use substantially the same process set forth above with respect to professional services. In addition, the bid responses will be received by the Administrative Director of the Board to be opened at the Board's discretion, and openings will not be public.

5. Documentation of Contract Award

The Board will provide justification and documentation of any contract awarded by any means other than the lowest responsible dollar offer, including setting forth the reasons why such award is in the best interests of the Board and otherwise furthers the purposes of section 104-b of the General Municipal Law. The unintentional failure to fully comply with the provisions of section 104-b of the General Municipal Law or the Board's policies regarding procurement will not be grounds to void action taken or give rise to a cause of action against the Board.



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DIVERSITY PLAN FOR WORKFORCE AND BUSINESS PARTICIPATION IN THE ROCHESTER SCHOOLS MODERNIZATION PROGRAM

Introduction

The Rochester Joint Schools Construction Board (“RJSCB” or “Board”) recognizes the need to take action to ensure that minority and women-owned business enterprises and minority and women employees are given the opportunity to participate in the performance of the contracts with the Board. The Board recognizes that this opportunity for the participation in our free enterprise system by persons traditionally, socially and economically disadvantaged is essential to obtain social and economic equality. Accordingly, the Board fosters and promotes the participation of such individuals and business firms in all contracts with the Board.

This Preliminary Diversity Plan is intended to “start the conversation” with the community in light of the RJSCB’s commitment to diversity, New York State regulations, and specifically the statute authorizing the program. Public input will be sought prior to the Board’s adoption of a final Plan and the Board envisions the participation goals increasing as capacity increases.

In accordance with Section 5(f) of New York Assembly Bill 9227 approved August 1, 2007 (the enabling legislation for the Board and the Program), the Board is issuing this Preliminary Diversity Plan (“the Plan”), to:

- Initiate development of the diversity goals for the Program, including a description of appropriate community input and public discussion;
- Develop strategies that will create and coordinate efforts to ensure a more diverse workforce for the projects as well as ensure the participation of minority and women-owned business enterprises;
- Address accountability for attainment of the diversity goals -- providing a description of the forms of monitoring that will be used, and how such information will be communicated to the public and most importantly to potential participants.

The finalization and implementation of this Plan over the next 18 months -- prior to any start of construction on the program -- will result in an effective process for increasing the purchase of goods and services from minority and

women-owned businesses. It will also provide for coordination of local workforce development programs to ensure local capacity for the new job opportunities for minority and women workers that will be created through the program.

This commitment by the Board is in harmony with New York State Article 15A and the regulations included in it. This plan shall implement the requirements of **Parts 141, 142 and 143 of Chapter XIV of Title 5 of the New York State Codes, Rules and Regulations (“NYCRR”).**

While meeting the state statutory requirements, this Plan is designed to be more far-reaching than the narrow statutory requirements. Pursuant to the Board’s Request for Proposals for an Independent Compliance Officer (ICO) dated April 26, 2010, which resulted in the hiring of the firm of Landon & Rian Associates to serve in the role of the ICO, this Plan will be inclusive of MBEs, WBEs and DBEs. (All eligible business enterprises will be collectively called EBES for the clarity of this document.) In the instance that state regulation requires special or specific provisions for WBE and MBE participation, the regulatory language is included. Additionally, where there are separate goals established for MBEs and WBEs, the attainment of these goals shall be monitored and reported separately to satisfy **NYCRR 143.2.**

Goals of the Rochester Schools Modernization Program

The goals of this Plan are consistent with the overall goals of the Rochester Schools Modernization Program:

1. Provide for the modernization of existing school facilities that involve the design, reconstruction, or rehabilitation of an existing school building for its continued use as a school of Rochester City School District (“District”), which may include an addition to an existing building for such continued use and which may also include the construction or reconstruction of athletic fields, playgrounds, and other recreational facilities for such existing school buildings, and/or the acquisition and installation of all equipment necessary and attendant to and for the use of such existing school building.

2. Ensure that the priorities established within the Program for proposed building improvements and modifications are responsive to the District’s short-term and long-term strategic educational plan for “portfolio schools,” for a structure conversion to K-8 and 9-12, and for other specific improvements to the overall educational environment within its school facilities as defined within the Program Master Plan.
3. Ensure that the improvements to existing facilities are geared toward providing equity as much as possible and are equal to or superior to those of other school districts in the state.
4. Provide for improvements to the educational facilities that can also have wider community benefit beyond meeting the needs of the specific K-12 programs, and where possible, can be utilized to benefit public safety, health, social support, and recreational purposes.
5. Coordinate with ongoing and proposed public and private development programs to maximize the economic benefit from the Program for neighborhood redevelopment and economic revitalization throughout the City.
6. Coordinate with ongoing programs at the Rochester City School District, City of Rochester, local labor organizations, and not-for-profit agencies to develop, recruit and train a new diverse workforce.
7. Promote equal and increased opportunities for under-represented business and labor segments throughout the City of Rochester to facilitate economic development and to encourage all entities associated with the Board’s procurement and contracting activities to commit to similar outreach and good faith efforts in their purchasing and contracting procedures.
8. Encourage, assist and sustain business development of under-represented populations (i.e. African American, Native American, Asian, Hispanic people and women) and maximize the use of



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Rochester-based labor, local professional and construction-related business enterprises.

9. Identify and utilize innovative financing techniques to provide sources for the local share – that portion of the Program cost that is not reimbursable under the State Educational Department (SED) reimbursement formula – to minimize (i) the local share of the costs of the program, (ii) debt incurred by the District and City for the program, and (iii) net debt service and operation and maintenance costs, including the “right-sizing” of existing school facilities to meet enrollment and program needs.
10. Identify and utilize creative solutions for interim school space (i.e. swing space) during project build-out in a manner that minimizes disruption to existing school operations and classroom instruction.

Workforce Development and Diversification Principles and Rules

One of the principal goals of this Plan is to support workforce development and diversification opportunities that can be created by the Program. This Diversity Plan acknowledges the diverse community of the City Rochester, which is reflected in its businesses and workforce labor. It also provides an opportunity to create an environment that engages and encourages the participation of this community. It also acknowledges the historical disparity experienced by M/WBE, DBE and workforce labor in gaining access to participate in projects. These efforts (subject to completion of a disparity study) are reflected in the preliminary percentages listed in this plan. Following is the statement of these principles.

1. The Program envisions the use of a workforce reflective of the City’s population and diversity. Where qualified workers are not available from the local workforce, the Program will coordinate with local workforce training and development programs to develop new capacity.
2. Planning and implementation of diverse local workforce training and development programs and the job opportunities for the new workers can be based upon a fifteen-year overall duration of the Program. The first construction activities for Phase 1 are scheduled to start in summer 2012 and continue until fall 2016. Future phases of the program, when approved by the State

Legislature, should allow for construction activities to continue for another 10 years beyond the completion of Phase 1.

3. In order to achieve the development of a diverse workforce for the Program, the Program Manager shall assist the ICO in overseeing, facilitating, developing, and/or implementing the following:
 - a. A community-wide public relations campaign to provide specific information about the Program’s employment opportunities, referral and training programs.
 - b. A methodology which assists contractors, suppliers, professional service firms, or any other businesses providing goods and services to the Program to effectuate the workforce diversity goals of the Program and the minimum standards to be attained when providing such goods and services to the Program. All contracts shall include remedies and sanctions for noncompliance and identify a means by which inquiries and disputes about the Program requirement may be addressed.
 - c. An independent compliance program which monitors performance of contractors, suppliers, and professional service firms.
 - d. Regular monthly reporting process to the Board setting forth the results of all employment and compliance activity and dispute resolution activities.

I. Workforce Development (EBE) and Diversification Rules

1. All contractors, suppliers, professional service firms or other businesses providing goods or services with a Board contract of \$20,000 or more shall comply with the workforce diversity rules set forth in Section II. In the case of a contract award where compliance cannot be achieved through no fault and/or by act of omission of the contractor and/or vendor, the party required to comply with the workforce diversification rules shall present a plan to meet the goals of the Program in an alternative manner acceptable to the ICO. In such case, the alternative plan shall be reviewed by the Program Manager and submitted to the ICO for approval or rejection. Within 10 workdays of submittal of the alternative plan, the ICO will review any documented evidence of good faith efforts to meet the original goals and determine whether the alternative plan does or does not meet the intent

and goals of the Program and will notify the contractor or vendor of the findings. The decision of the ICO, acting on behalf of the Board, is final and any appeals from this decision would need to be formally submitted in writing to the Board for a hearing on the matter and decision within a 45 day period. In the event a hearing is necessary, a Hearing Committee will be established by the Board that includes two members and the ICO.

2. In order to achieve the workforce diversification goals of the Program, each contractor, supplier, professional service firm or other business providing goods or services shall strive to and use best efforts to ensure that the workforce it engages to perform work for the Program shall demonstrate, in terms of the percentage of actual hours worked under the contract and/or contract as amended, participation rates as follows:
 - a. Minority Workforce: 20% of project personnel hours including skilled trades people, trainees, journeymen, apprentices, and supervisory staff. (Subject to revision based on the completion of a Disparity Study)
 - b. Female Workforce: 6.9% of project personnel hours including skilled trades people, trainees, journeymen, apprentices, and supervisory staff. (Subject to revision based on the completion of a Disparity Study)
 - c. Each contractor, supplier, professional service provider, or other business providing goods and services shall strive to maximize the use of Rochester-based labor, contractors, suppliers, and service providers.
 - d. First Year Apprentices: 10% of a contractor’s trade labor hours shall be from first year apprentices.
3. In order to achieve such development and diversification in its workforce, each contractor, supplier, professional service firm or other business providing goods or services shall:
 - a. Provide the ICO with a monthly workforce census and other employment and certified payroll records necessary to verify achievement of the workforce diversity goals and demonstrate compliance with the minimum standards.
 - b. Provide on-demand access and cooperation to the ICO to review records on-site and/or at work-site premises to validate workforce participation. This may include unannounced visits and on-the-spot interviews that the ICO and its inspectors may hold with workers at the job site or at



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- off-site work premises to verify their work status and claimed job classifications.
 - c. With bid submission, present a proposed written recruiting program directed at attracting candidates to fill positions of employment in order to meet such requirements.
 - d. With bid submission, provide a statement committing to training or participation in training programs provided by third parties to train new employees in meaningful ways to succeed in their employment opportunities and to promote long-term employment within the industry or profession.
4. In the event the prime contractor, supplier, professional service firm or other business providing goods or services fails to maintain minority/women workforce goals through the duration of the project on their contract or purchase order, the ICO can and shall exercise in a timely manner one or more of the following remedies.
- a. Summon the contractor, supplier, professional service firm or other businesses providing goods or services for a hearing with the ICO. The hearing shall be held within ten (10) work days of notice of non-compliance by the ICO.
 - b. Withhold payment of any amounts due on the disputed item pending resolution of the hearing.*
 - c. Assess liquidated damages in an amount equal to the dollar value that would have been realized if the minority/women workforce goals would have been met.*
 - d. Withhold, suspend, cancel or terminate the contract or purchase order.*
 - e. Identify such contractor as a non-responsive bidder for future contracts within the Program.
(*Requires approval by full Board.)
 - f. All penalties would be tied into a prime contractor, supplier, and professional service firm or other business providing goods or services failure to comply with approved utilization plan submitted with its bid for contracts.

Business Development and Diversification Principles and Rules

The other major goal of this Plan is to provide for business development opportunities and participation in the Program by minority-owned, disadvantaged and women-owned businesses. Following are the principles associated with the implementation of that part of the Plan:

I. Business Development Principles

1. The Program creates a unique opportunity for participation of minority-owned, disadvantaged, and women-owned business enterprises. To ensure that contracts for goods and services are placed with qualified minority, disadvantaged and women-owned business enterprises, the Program Manager will oversee, facilitate, develop and/or assist the ICO in implementing the following:
 - a. Identify certified MBE, DBE, and WBE firms available to provide goods and services to the Program and to create a reference list for all Program participants.
 - b. Identify firms that could/can be certified as MBE, DBE, or WBE.
 - c. Ensure that contractors and suppliers divide the goods or services to be provided into Scopes, where economically and technically feasible, to create opportunities for participation.
 - d. Coordinate activities and services with organizations such as chambers of commerce, trade groups, and community-based groups/organizations that promote MBE, DBE, and WBE interests.
 - e. Create opportunities for mentoring less experienced and/or start-up M/WBE's and DBEs.
 - f. Encourage the formation of joint ventures, partnerships, or other similar arrangements where feasible.
 - g. Create a network for referral for banking and surety credit needs and advocate for the provision of an accelerated payment system, revolving credit and needs for project bonding.
 - h. Develop a methodology that assists contractors, suppliers, professional service firms, or any other business providing goods or services to the Program to effectuate the business development and diversification goals of the project and the minimum standards to be attained when providing such goods and services to the project. All contracts shall include remedies and sanctions for non-compliance and identify a means by which inquiries and disputes about the project requirements may be addressed.
2. All contractors, suppliers, professional service firms or other businesses providing goods or services shall comply with the business development and diversification rules set forth in

Section II below. In the case of a contract award where compliance cannot be achieved through no fault and/or by act of omission of the contractor, the party required to comply with the workforce diversification rules shall present a plan to meet the goals of the project in an alternative manner acceptable to the ICO. In order to present an alternative plan for meeting diversification goals, written evidence must be presented that good faith efforts were made to secure the services of under-represented workers and businesses. In such case, the alternative plan shall be submitted to the ICO. Review of the alternative plan and a decision of acceptance or rejection will be made by the ICO within 10 work days of submittal of the plan and any supporting information. The decision of the ICO, on behalf of the Board, will be final. Appeals from this decision would need to be formally submitted to the Board for a hearing and decision within 45 workdays of submittal of the appeal. In the event a hearing is necessary, a Hearing Committee will be established by the Board that includes two members and the ICO.

II. Business Development and Diversification Rules

1. In order to achieve the Business Development goals of the Program, each contractor, supplier, professional service firm or other business providing goods or services with a Board contract of \$20,000 or more shall strive to and use good faith efforts to engage disadvantaged, or woman-owned business to provide for the following:
 - MBE: 15% of each contract or purchase order
 - WBE 5% of each contract or purchase order
 - DBE 2% of each contract or purchase order
 - SBE 5% of each contract or purchase order

Any percentages incorporated into the preliminary plan are subject to upward or downward adjustment pending completion of a Disparity Study.
2. The value of the work procured from certified MBEs, DBEs and WBEs to accomplish these goals shall be determined as follows:
 - a. The dollar value of the work contracted to MBEs, DBEs, or WBEs through a purchase order, less any portion of that value paid by the MBE or WBE to any non-MBE or non-WBE manufacturer or producer to provide such goods and services as a subcontractor or sub-supplier to the MBE/WBE



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- b. The full dollar value of a sub-contract with all M/WBE firms will be counted toward the diversification goals of the project.
 - c. In the instance of a joint venture, the percentage of the joint venture's profits (or losses) that are to accrue to the MBE or WBE joint venture partner.
 3. In the case of a certified minority or women owned supplier that is in the business of supplying goods and materials by maintaining accounts with product manufacturers, paying for goods and materials directly, warehouses goods and materials, provide shipping and handling, and conducts its business as an industry supplier and not a broker, the full value of such contract or purchase order shall meet the project goals. In all other instances, only 25% of such contract or purchase order shall meet the project goals.
 4. Each contractor, supplier, professional service firm or other business providing goods or services shall solicit bids for subcontractors and suppliers from certified MBEs, DBEs, and WBEs including circulation of solicitations to minority contractors, suppliers, trade associations and/or employment and business advocacy groups/organizations. When evaluating bids and/or proposals received, each contractor, supplier, or professional service firm shall act in "good faith" and shall exercise good faith efforts to assist M/WBE and DBE firms to secure such work.
 5. To be deemed an MBE, DBE, or WBE a certificate and/or letter so designating must be presented prior to contract award. Failure to produce an authentic certificate/letter will result in the firm not receiving an MBE, DBE, or WBE designation for the project, thereby jeopardizing compliance with diversification goals.
 6. MBE, DBE, and WBE designations are honored only for the area/component for which the designation has been provided by an authorizing agent.
 7. The New York State Empire State Development's Division of Minority & Women Business Development, DASNY and NYDOT are the authorizing agents for MBE, DBE, and WBE designations. The Board reserves the right to revise the Plan's goals once the
 - goals of 15% MBE participation and 5% WBE and 2% DBE participation are met through certified firms.
8. Each prime contractor, supplier, professional service firm, or other business providing goods or services under a contract with the Board of \$20,000 or more shall provide the ICO with a monthly report demonstrating compliance with the Business Development and Diversification Rules. Initially, in order to obtain certification of any claims for participation, the information submitted must include a signed contract or purchase order that the contractor, supplier, or professional service firm or business has finalized with the certified MBE, DBE, or WBE firm specifying the level of participation along with the up-to-date certification information on the listed firm. During the term of the contract or purchase order, the contractor, supplier, or professional services firm will need to submit periodic reports to verify the continued participation and final percentage participation of the certified firms. Where possible, this should include monthly payment records, any change orders with the certified contractor and any other supporting data required by the ICO to verify the claimed level of participation by the certified firms.
9. In the event the prime contractor, supplier, and professional service firm or other business providing goods or service fails to submit the information listed in Paragraph 5 to verify participation or achieve the stated MBE, DBE, and WBE goals through the duration of the contract or purchase order, the ICO may exercise one or more of the following remedies.
 - a. Summon the contractor, supplier or professional service firm or other business providing goods or services for a meeting with either the ICO and Program Manger or the ICO. The meeting shall be held within ten (10) working days of notice of non-compliance by the ICO.
 - b. Withhold payment of amounts due pending resolution.*
 - c. Assess liquidated damages in an amount equal to the contract dollar value that has not been successfully contracted to meet the MBE, DBE, or WBE goals.*
 - d. Withhold, suspend, cancel or terminate the contract or purchase order.*
 - e. Identify such firm as a non-responsive bidder for future contract bids on the Program.(*Requires full Board action.)
- f. All penalties would be tied into a prime contractor, supplier, and professional service firm or other business providing goods or services failure to comply with approved utilization plan submitted with its bid for contracts.



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Appendix



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APPENDIX A:

SUPPLEMENTAL INFORMATION, TERMS AND CONDITIONS

A. COMPLIANCE MONITORING

I. Procedure

1. Contract awardees will be notified in the award letter that MWBE, DBE, and EBE utilization plans and an EBE Policy Statement are due within 10 working days of the date of the award letter.
2. MWBE, DBE, and EBE utilization plans and EBE Policy Statement will be submitted to the Program Manager for initial review.
3. The Program Manager will forward M/WBE, DBE, and EBE utilization plans and EBE Policy Statement to the Board's Independent Compliance Officer for approval.
4. Approved M/WBE, DBE, and EBE utilization plans and EBE Policy Statement will be forwarded to the Program Manager prior to contract execution.
5. Once a contract is executed, the prime contractor will submit Form C, along with copies all written subcontracts, invoices and purchase orders and corresponding proofs of payments to the Program Manager for review by the 15th of each month for the duration of its contract.
6. The Program Manager will forward Form C, copies of invoices and purchase orders and corresponding proofs of payment to the Independent Compliance Officer for approval.
7. The Independent Compliance Officer will make a monthly report to the Board on compliance with the RSMP Diversity Plan of all open contracts.
8. Once all work has been completed on a contract and prior to close out, the prime contractor will submit Form B's to the Program Manager stating the total amount actually paid to the MWBE or DBE along with corresponding proof of

payment. A separate Form B is needed for each MWBE or DBE participating in the contract. Each Form B must be signed by both the prime contractor and the MWBE or DBE firm.

9. The Program Manager shall review all Form B's for completeness and accuracy and forward to the Independent Compliance Officer for approval.
10. The Board will be notified of all approved Form B's prior to release of retainage. Actual compliance statistics will be included in the Monthly Compliance Report to the Board.

B. DEFINITIONS

For the purpose of this Program, the following words, terms, phrases and abbreviations shall have the following meanings:

1. "Bidder" shall mean any contractor, vendor or other person, partnership, corporation or other business entity that submits a bid to the Program Manager.
2. "Broker" shall mean a concern that adds no material value to an item being supplied to a procuring activity or which does not take ownership or possession of or handle the item being procured with its own equipment or facilities.
3. "Certification" shall mean the qualifying process that ensures buyers and local, state, and federal agencies that a particular business is an Eligible Business Enterprise (EBE) which performs a commercially useful function.
4. "Commercially Useful Function" shall mean the execution by an EBE that contracts with the Board, or subcontracts with another business enterprise that contracts with the Board, of a distinct element of the work of the contract by actually performing, managing, and supervising the work involved. A business enterprise that serves as a conduit for another business shall not be deemed to perform a commercially useful function. In determining whether an EBE prime or subcontractor is performing a commercially useful function,

factors, including but not limited to the following, will be considered:

- a. The nature and amount of work subcontracted;
 - b. Whether the EBE has the skill and expertise to perform work for which it has been certified, as heretofore defined;
 - c. Whether the EBE actually performs, manages and supervises the work;
 - d. Whether the EBE intends to purchase commodities and/or services from a non-EBE and simply resell same to the general or prime bidder for the purpose of allowing those commodities and/or services to be counted toward assessment of a benchmark or fulfillment of a goal;
 - e. Standard industry practices relating to the use of the second tier subcontractors. Consistent with standard industry practices, an EBE subcontractor may enter into second tier subcontracts. If an EBE subcontractor subcontracts a significantly greater portion of the work of its subcontract to a non-EBE inconsistent with standard industry practices, the EBE subcontractor shall be presumed not to be performing a commercially useful function.
5. "Compliance" shall mean the condition existing when a bidder has met the requirements of this Program.
 6. "Conduit" shall mean a business that purchases goods or services that are not normally purchased or sold as part of its daily business from another business for the sole purpose of resale to the Board or a contractor doing business with the Board.
 7. "Contract" shall mean any binding legal obligation of the Board created to acquire some good and/or service from one or more bidders, which is paid for or which is to be paid for, in whole or in part, with monetary appropriations of the Board. In this context, the terms contracting, purchasing, and procurement are synonymous and refer to the process or processes under which the Board undertakes such acquisitions.



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8. "Disadvantaged Business Enterprise" (DBE) shall mean a business enterprise where the majority ownership is by a disadvantaged individual meeting the certification requirements for a disadvantaged business enterprise.
9. "Disparity Study" shall mean an analysis performed to determine the existence of discrimination by a governmental (or other) entity or entities, based on race, ethnicity, or gender, in the award of contracting opportunities.
10. "Eligible Business Enterprise" (EBE) shall mean an M/WBE and DBE as defined herein.
11. "Goal" shall mean the race and gender conscious measures in specified procurement subcategories.
12. "Good Faith Efforts" shall mean those active and aggressive actions established under this Program for a bidder undertaken to reflect the benchmark ranges or meet goals. Good Faith Efforts shall be mandatory for all bidders.
13. "Independent" shall mean that with respect to the ownership, control and activity of an EBE, the business shall operate separate and apart from the ownership, control or undue influence of another business owned and controlled by one or more non-EBEs.
14. "Joint Venture" shall mean an association of two or more independent persons, partnerships, corporations (or any combination of them) formed, consistent with the laws of the State of New York, to perform one or more specific contracts limited in scope and duration; and for which purpose, the entities combined their property, capital, effort, skills, knowledge and other assets.
15. "Minority" shall mean African American(s) (a person(s) having origins in any of the indigenous sub-Saharan racial groups of Africa), Native Americans, Hispanic Americans, and Asian Americans and any other racial group(s) for which there is a legally sufficient statistical disparity indicated, and an underutilization attributable to the effects of past or present discrimination in the local industry.
16. "Minority Business Enterprise" (MBE) shall mean, for the purpose of this Program, an independent concern which is at least 51% owned, operated and controlled by a minority who is a citizen of the United States, or a permanent resident of the United States and provides a commercially useful function, as defined herein.
17. "M/WBE" shall mean, severally or collectively, a Minority Business Enterprise (MBE) and/or a Women Business Enterprise (WBE).
18. "Non-Compliance" shall mean the condition existing when a bidder has failed to meet the requirements of this Program.
19. "Independent Compliance Officer" (ICO) shall mean the ICO who is responsible for administration of this Plan.
20. "Owned" shall mean that the minority, female, disadvantaged owner(s) possess an ownership interest of at least fifty-one percent (51%) of the business, for purposes of determining whether a business is a Minority Business Enterprise, Disadvantaged or Women Business Enterprise.
21. "Promise of Non-Discrimination" shall mean, collectively, one or more voluntary contractual affirmative promises and other promises of forbearance made by a bidder relating to the bidder's conduct occurring prior to submission of a bid as well as after award of a contract: (1) to adopt the policies of the Board relating to the participation of EBEs in the procurement process; (2) to undertake certain affirmative good faith effort measures to ensure the maximum practicable participation by EBEs; and (3) not to otherwise engage in discriminatory conduct against EBEs inconsistent with said policies.
22. "Review" shall mean a hearing upon complaint filed by the ICO or another interested party to determine whether a bidder has satisfactorily implemented good faith efforts to include EBEs in the procurement process and if so, the bidder shall be deemed to be responsive.
23. "Significant Business Presence" shall mean that an EBE has an established place of business in the Rochester MSA at which one or more of its employees are regularly based and that such place of business has a substantial role in the EBE's performance of a commercially useful function as herein defined. A location utilized solely as a post office box, mail drop or telephone message center or any combination thereof, with no other substantial work function, shall not be construed to constitute a significant business presence.
24. "Small Business Enterprise (SBE)" shall mean a locally-owned business concern which, together with its affiliates, has no more than 15 employees and average annual receipts that do not exceed \$2 million. Annual receipts shall be calculated in accord with the standards established under 13 CFR ' 121.104. Number of employees shall be calculated in accord with the standards established under 13 CFR ' 121.106. Affiliates shall be determined in accord with the standards set forth under 13 CFR ' 121.103.
25. "Women Business Enterprise" (WBE) shall mean, for the purpose of this Program, an independent concern that is at least 51% owned, operated and controlled by female member(s) who are citizens of the United States or permanent residents of the United States and provides a commercially useful function, as defined herein.

C. PROGRAM SCOPE AND APPLICABILITY

The following categories are initially established to identify the nature and types of goods and services the Board is contracting for.

Category A -- Construction: Includes all contracting relating to buildings, facilities and other erected structures on school projects in the Program.

Category B -- Services: Encompasses the procurement of advertising, printing, non-construction repairs, janitorial services, training seminars and workshops, computer and information systems, security, shipping and mailing, microfiche and microfilm, courier, storage, travel, and consulting.

Category C -- Commodities: Includes the purchase of all goods, equipment, food, office and other supplies, art, furniture and other tangible personal property not associated with under the provision of a service identified in Categories A and B.



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Category D-- Employment Compliance: This program segment insures that minority and female employment goals are met and maintained through the life of each project.

Category E—Professional Services: This program segment covers:(1) professional design contracts requiring the services of licensed architects, engineers, planners and surveyors; (2) regulated professional contracts requiring the services of individuals and firms whose practices are regulated by the State of New York; (3) general consultant contracts such as program and construction management services, affirmative action services and general business services; and (4) general service contracts such as janitorial, snow removal and printing.

Category F—Financial Services: This program segment covers all business opportunities associated with investment banking services, bond counsel services and bank depository relationships.

D. PROGRAM MANAGEMENT AND INDEPENDENT COMPLIANCE OFFICER

1. **Program Manager:** The RJSCB will hire and retain an independent Program Manager under the following terms:
 - a. All contracts entered into by the Board for projects under the Act shall be managed by an independent program manager
 - b. The selection of the program manager shall be pursuant to a competitive process.
 - c. The program manager shall have experience in planning, designing, and constructing new and/or reconstructing existing buildings, public facilities, commercial facilities, and infrastructure facilities, and in the negotiation and management of labor contracts and agreements, training programs, educational programs, and physical technological requirements for educational programs.
 - d. The program manager along with the Independent Compliance Officer shall work jointly to ensure that any requirements contained in the approved diversity plan associated with any project undertaken pursuant to the Act are met.

2. **Independent Compliance Officer:** The RJSCB will hire and will retain an Independent Compliance Officer, herein referred to as ICO to administer and enforce the Program Diversity Plan. The ICO will be responsible for the performance of the following duties and obligations for purposes of implementing and achieving the policies and objectives of the Program:
 - a. To administer and enforce RSMP policy;
 - b. To promulgate rules, regulations and procedures consistent with this Program and publish and make public said rules, regulations and procedures for M/WBE and DBE Participation;
 - c. To verify EBEs are appropriately certified in accordance with the provisions set forth by a recognized certification RJSCB;
 - d. To initiate and maintain outreach programs for all EBEs;
 - e. To develop, maintain and make available a database of certified EBEs;
 - f. To make a recommendation regarding reasonable and market based MBE/WBE and DBE goals and to annually assess such goals;
 - g. To pursue applicable M/WBE and DBE goals, as provided for in this Program;
 - h. To attend pre-bid, pre-award, post-bid and bid-award meetings;
 - i. To receive and investigate written complaints as provided in the written complaint and post bid review sections of this program;
 - j. To notify all parties of the right to review any decision of the ICO;
 - k. To provide recommendations to the Board, Program Manager and other pertinent personnel to effectuate the policies and objectives of this Diversity Plan;

- l. To prepare and submit monthly, quarterly and annual reports;
- m. To perform other tasks necessary to fulfill the above duties and to carry out the intent of the RSMP.

E. RIGHT TO INVESTIGATE

Investigate Non-Compliance Practices: The Independent Compliance Officer shall be authorized to determine compliance by contractors with goals established in RJSCB contracts. Such a determination of compliance or non-compliance may be based on whether the contractor is complying with goals set forth in a utilization plan; or the determination is consistent with the procedures or action described in the RJSCB goal plan; or the information made available to the RJSCB through monitoring, onsite inspections, progress meeting, review of payrolls or other RJSCB action to provide evidence of compliance. **(NYCRR 143.5)**

F. MONITORING, EVALUATION AND REPORTING

ICO Authorization to Monitor: The ICO shall be authorized to collect from all contractors doing business with the RJSCB information as to business ownership, supplier information, subcontractor information, and other data that reflects the race, gender, and ethnic origin of bidders, vendors, contractors, and subcontractors.

Duty to Monitor Contracting: The ICO shall continuously monitor the participation of EBEs in the procurement of goods and services for the RJSCB. Such monitoring shall include, but is not necessarily limited to, a statistical analysis of each commodity, construction trade and professional services, financial services, employment compliance monitoring that is the subject of the RJSCB's purchasing process and a determination as to whether in any such classification there is utilization of minorities and women in a manner that is proportioned to their availability range. While this monitoring function may be performed on an ongoing, as needed basis after the completion of construction, the ICO will provide monthly, quarterly and annual written reports to the RJSCB during preconstruction and construction phase and post-construction phase.

Reporting: The ICO will gather statistical data and report to the RJSCB a summary of the purchases and contracts placed with EBEs for the period and the relative percentage to the total of purchases and contracts for that period. All reports submitted shall specify the percentage of EBEs that are minority and/or women-owned businesses as defined herein, with each



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minority category reported separately. Payments made to non-certified minority, disadvantaged and women-owned businesses and other M/WBEs shall be included as a separate set of figures for purposes of tabulating the total contract dollars going to minority and women-owned businesses.

The reports will emphasize quantity and quality of EBE involvement by dollar volume. Reporting will serve the dual purpose of giving credit where due and highlighting areas needing additional effort. Monthly expenditure reports to the RJSCB shall include information relevant to purchasing efforts based on ethnicity and gender.

G. EBE ELIGIBILITY

General Eligibility: Generally, any business enterprise certified as an M/WBE or DBE, as earlier defined under this Program, collectively referred to as EBEs, and as determined by a recognized certifying RJSCB, is eligible to participate in the Program. All EBEs meeting the certification requirements of the recognized certifying RJSCB shall be eligible to participate in all other features of the program. Current contact information about the certifying RJSCB shall be maintained by the ICO and provided to all interested persons upon request. **(Certification Affidavit for Eligible Business Enterprise, Exhibit A.)**

Certification: Firms seeking to participate in the EBE program with the RJSCB must be certified by a recognized certifying Agency including Empire State Development, DASNY and NYDOT. The screening mechanism for certification assures that the interested M/WBEs, DBEs or SBEs have the property ownership, size, control and management to meet the eligibility requirements of the RJSCB. Upon good cause, and after an investigation, the RJSCB may determine that despite certification from a certifying agency that the firm does not meet the requirements of an EBE.

H. PROVISIONS RELATING TO MBE/WBE/DBE

Establishment of Annual Participation Goals: Based on the historical underutilization of MBE/WBE/DBEs, there is a compelling interest to establish goals. In fulfillment of the policy to promote equal business opportunity with the RJSCB, the ICO Compliance Officer shall recommend annual goals for MBE/WBE/DBEs. The RJSCB will establish M/WBE/DBE goals for all subcategories. **NYCRR Section 141.2 and Sec 143.2** The goals shall be in effect for a period of one year, subject to an annual review.

The RJSCB may establish annual goals for subcategories of construction, services, commodities, professional services and financial services. The annual goals for the categories set forth below include contracts awarded or subcontractor participation for M/WBEs and DBEs of any size, it being the intention of the RJSCB to provide an accurate measurement of the percentage of RJSCB purchasing dollars going to minority, disadvantaged, and women businesses.

Contractors and Subcontractors Must Meet Participation Goals: It is agreed that all prime contractors and subcontractors, who have been awarded contracts for work covered by this Agreement shall be bound to meet all established goals. They shall evidence their acceptance of this provision in the Letter of Intent to Perform. This Agreement is made a part of the contract and incorporated by reference into contract document. **(Letter of Intent to Perform, Exhibit B.)**

Project Goals: In addition to the annual overall program goals and category goals, the goals for each project will be established and reported.

Notice of Bid Opportunities: The ICO and all bidders shall give notice of bid opportunities for each contract to all known available M/WBEs and DBEs with capabilities consistent with the requirements of the specific contract.

Consideration of Goals in Bid Evaluation: Where the RJSCB establishes goals, the inclusion of underutilized M/WBEs and DBEs shall become an additional factor considered in the evaluation of bids submitted by contractors, in addition to, but not limited to all other generally accepted considerations.

Annual Review: Goals for M/WBE and DBE participation shall be subject to annual review by the RSMP.

Assessment of Goals: All total contract dollars awarded to minorities, disadvantaged and women-owned businesses, whether payments are made to non-certified MBEs and WBEs, or certified M/WBEs, shall count toward the calculation of whether minority, disadvantaged, and women participation reflects the goal in a designated category. Where M/WBE and DBE participation exceeds the goal, the goals will be reassessed. For the purposes of state reporting only those dollars paid to certified M/WBE or DBEs will be counted.

I. COUNTING OF MBE/WBE/DBE PARTICIPATION

Types of participation that may be counted towards the goal:

- (1.) The total dollar value of the contract may be counted toward the specified goal. This includes reasonable fees charged for professional services, legal counsel and financial consultants.
- (2.) The actual portion of the M/WBE or DBE's participation in a joint venture is counted toward the goal.

J. COUNTING EBE PARTICIPATION

Counting EBE Participation Toward Meeting Goals:

In the event that goals are established, all bidders, including EBE bidders, shall make good faith efforts to attain goals through second tier participation (all subcontractor work).

1. **Prime Contractors:** A prime contractor may subcontract portions of its contract that are consistent with industry standards. However, should a prime contractor subcontract a greater portion of the project than is consistent with industry standards, then the EBE will not have performed a commercially useful function as defined herein. Therefore, such participation by minorities, disadvantaged and/or women will not be counted towards any goal. Prime contractors are strongly encouraged to consider subcontracting in a wide range of industry sub-trade categories. The participation by brokers shall not be considered under this Program.
2. **Subcontractor Participation:** Where a prime contractor utilizes one or more subcontractors or sub-subcontractors to attain any goal(s) for an underutilized subcategory, the prime contractor may count said subcontractor or sub-subcontractor work toward goals. In no way shall subcontractors' or sub-subcontractors' work or dollar amount be construed to count toward said goal more than once. Only expenditures to EBE subcontractors that perform a commercially useful function in the work of the project or contract may be counted. An EBE prime, subcontractor, or sub-subcontractor is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing and supervising the work involved.



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3. **Supplier Participation:** Where a prime contractor utilizes suppliers to satisfy the goal(s) in whole or in part, the EBE suppliers must perform a commercially useful function. Participation may be approved upon review of the following factors:
 - a. the nature and amount of supplies to be furnished;
 - b. whether the EBE is a manufacturer, wholesaler or distributor of the supplies and has the capabilities to deliver the goods in accordance with its certification;
 - c. whether the EBE actually performs, manages and supervises the work to furnish the supplies;
 - d. whether the EBE intends to purchase supplies from a non-EBE and simply resell same to the general or prime bidder for the purpose of allowing those supplies to be counted towards fulfillment of the goal(s);
 - e. Fifty percent (50%) of the contract amount for suppliers and vendors shall count towards the goal on construction contracts.

4. **Joint Venture Participation:** Where bidders engage in a joint venture to meet a goal, the bidder shall demonstrate that the EBE joint venturer's participation meets the standards for a commercially-useful function, as herein defined. The ICO shall review and approve all contractual agreements and other supporting documentation to determine the percentage of EBE participation resulting from the joint venture that may be credited toward any applicable goals of the project; and shall determine same based on the following factors:
 - a. the initial capital investment of each venture partner;
 - b. the proportional allocation of profits and losses to each venture partner;
 - c. the sharing of the right to control the ownership and management of the joint venture;
 - d. actual participation of the venture partners in the performance of work under the project or contract;
 - e. the method of and responsibility for accounting;
 - f. the method by which disputes are resolved; and
 - g. other pertinent factors of the joint venture.

The degree to which any goals have been attained by joint ventures between EBE firms, and between EBE and non-EBE firms, shall be calculated as follows:

1. A joint venture consisting of an EBE and non-EBE firm functioning as a prime contractor will be credited with minority and/or gender participation on the basis of the percentage of the dollar amount of

the work to be performed by the minority and/or women-owned EBEs.

2. In joint venture bids in which all joint venture participants are EBEs, the joint venture will be credited with minority, disadvantaged and/or female participation for that portion of the dollar amount of the contract which minority, disadvantaged and/or women-owned EBEs perform and that portion subcontracted to minority and/or women-owned firms.
3. In joint venture bids, bidders will receive credit toward the goal for the dollar amount purchased from minority, disadvantage, and/or women-owned EBE suppliers. However, where the supplier is the manufacturer of the product supplied, bidders will receive credit for 50% of the dollar amount of the supply contract. **See RSMP Participation Goals, Exhibit C.**

K. REQUIREMENTS OF CONTRACTORS

Contractor's Utilization Plan At the time of bid tender each bidder shall be required to submit to the ICO a completed Contractor Utilization Plan. This state form will satisfy the requirement of **NYCRR** that utilization plans are submitted. Pursuant to **NYCRR Section 143.4** the ICO shall review the plan and issue a written notice of acceptance of deficiency. Any deficiency must be cured within seven days.

Promise of Non-Discrimination: At the time of bid tender each bidder shall be required to submit to the ICO a duly-executed and attested Promise of Non-Discrimination, enforceable by law, which shall contain the following provisions. The bidder voluntarily agrees:

1. To adopt the policies of the RJSCB relating to equal opportunity in contracting on projects and contracts funded, whole or in part, with monetary appropriations of the RJSCB;
2. To undertake certain good faith efforts as set forth herein to attain the maximum practicable participation of EBEs on said projects and contracts;
3. Not to otherwise engage in discriminatory conduct against EBEs.
4. That the Promise of Non-Discrimination shall be continuing in nature and shall remain in full force and effect without interruption;

5. That the Promise of Non-Discrimination is made a part of the contract and incorporated by reference into. The failure of the bidder to uphold the promises of non-discrimination shall constitute a material breach of contract. The RSMP may declare the contract in default and may exercise any and all applicable rights and remedies, including but not limited to, cancellation of the contract, termination of the contract, rejection of bids for future RSMP contracts, and withholding and/or forfeiture of compensation due and owing on a contract. **(Promise of Non – Discrimination, Exhibit D.)**

EBE Assurance Statement: At the time of bid tender, each bidder shall be required to submit to the ICO an Assurance Statement. This statement shall include all EBE subcontractor's names, the work the EBE will perform, the dollar value of the project, percentage of total bid amount attributable to EBE work, and a statement of any goal. **(EBE Assurance Statement Exhibit E.)**

Letter of Intent to Perform as an EBE Subcontractor/Joint Venture: All apparent successful bidders who plan to utilize an EBE subcontractor or engage in a joint venture with an EBE shall be required to submit to the ICO a letter of intent signed by both the EBE and bidder. This form is to be completed and submitted by the end of the second business day following notice of award of contract. The EBE shall state on this form whether it is a sole proprietorship, individual, a corporation, a partnership, or a joint venture. **(EBE Assurance Statement, Exhibit E.)**

Failure on the part of a bidder to submit the Promise of Non-Discrimination, EBE Assurance Statement, and the Letter of Intent to Perform as required shall render the bid non-responsive. **The Promise of Non-Discrimination, EBE Assurance Statement and Letter of Intent to Perform are under Attachments.**

L. GOOD FAITH EFFORTS

Mandatory Good Faith Efforts: Every bidder shall submit with the bid evidence of good faith efforts required by this Program in the form of a checklist. Good Faith Efforts for bidders in construction, commodities and professional services and financial services are mandatory and shall mean at a minimum the following:

1. Delivery of written notice to the following:
 - a. at least 7 available certified EBEs whose names, addresses, and telephone numbers are provided by the ICO to all bidders for



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- each potential subcontracting or supply category in the Contract; AND
 - b. all EBEs which requested information on the Contract.
2. The written notice must contain:
 - a. Adequate information about the plans, specifications, and relevant terms and conditions of the Contract and about the work to be subcontracted to or the goods to be obtained from subcontractors and suppliers;
 - b. A contact person knowledgeable of the project documents within the bidder's office to answer questions;
 - c. Information as to the bidder's bonding requirements, the procedure for obtaining any needed bond, and the name and telephone number of one or more acceptable surety companies to contact;
 - d. The last date and time for receipt by bidder of EBE bids or price quotations.
 3. Attendance at any special pre-bid meeting called to inform EBEs of subcontracting or supply opportunities.
 4. Division of the contract, in accordance with normal industry practice, into small, economically feasible segments that could be performed by an EBE. Under no circumstances, however, shall a bidder be required to segment work solely for the purpose of utilizing EBE participants as subcontractors where such segmentation is not in accordance with common and accepted industry practices relating to the utilization of other firms as subcontractors.
 5. The bidder shall deliver a sealed envelope with the estimated value of work being solicited to EBEs which will be opened after the low bidder has been announced.
 6. Providing an explanation for rejection to any EBE whose bid or price quotation is rejected, unless another EBE is accepted for the same work, as follows:
 - a. Where price competitiveness is not the reason for rejection, a written rejection notice including the reason for rejection will be sent to the rejected EBE;
 7. Providing a written explanation for rejection of any EBE to the ICO, unless another EBE is accepted for the same work, including the name of the non-EBE firm proposed to be awarded the subcontract

or supply agreement. Providing to the ICO records of all EBEs' price quotations and the successful non-EBEs' price quotations, where appropriate. Where price competitiveness is not the reason for rejection, a written rejection notice including the reason for rejection will be sent to the rejected EBE;

8. Providing a non-discriminatory work site. Bidder shall ensure and maintain a work environment free of harassment, intimidation and coercion at all construction sites, offices and other facilities at which the bidder's employees are assigned to work. The contractor shall specifically ensure that all labor supervisors, superintendents, and other on-site supervisory personnel are aware of and carry out the bidder's obligation to maintain a non-discriminatory work environment.
9. Reporting improper conduct and all known violations of this program.

Additional Good Faith Efforts: In addition to, but not in lieu of the above mandatory minimum good faith efforts required under this Program, a bidder at its option may also make a showing of good faith by providing evidence that it performed the following tasks to encourage and obtain the maximum practicable participation of EBEs:

1. Soliciting specific individual EBEs whose availability as potential sources of goods or services can be reasonably ascertained. This measure includes the sending of letters or making other personal contacts with specific certified EBEs including those with whom the bidder has contracted with in the past as well as other EBEs with whom the bidder may be unfamiliar, but whose identities can be ascertained from a Directory of Certified EBEs maintained by the ICO.
2. Sending letters or making other personal contacts with other minority and women business enterprise programs as well as private minority trade associations and programs known to publicize contracting and procurement opportunities for the benefit of their respective participants and/or members. Such contacts shall be relevant to the RJSCB bid under consideration and the type of minority and/or women-owned business needed; and shall provide the same information required by a contractor or vendor to effectuate direct contacts with EBEs.
3. Advertising in publications of general circulation in the Rochester MSA, trade publications that are otherwise focused or marketed to

a minority and/or woman business enterprise. The business must be owned and operated by them not less than twenty (20) days prior to the date bids are due. The publication or media shall be one which reasonably covers the metropolitan area. The advertisement shall identify and describe the specific subcontracting or other opportunity in reasonable detail, and shall state the M/WBE and/or EBE Goal(s) applying thereto.

4. Conducting follow-up of initial solicitations of interest by contacting EBEs to determine, with certainty, whether these firms are interested.
5. Providing reasonable assistance to an otherwise qualified EBE in need of equipment, supplies, bonding, letters or credit and/or insurance. The bidder may waive such bonding, credit and/or insurance as may be ordinarily required by it; to provide reasonable assistance to the EBEs so as to obtain such equipment supplies, bonding, credit and/or insurance.
6. Providing equal opportunity to EBEs when replacing non-performing EBEs. If an EBE subcontractor or supplier fails to perform successfully, the bidder must provide other EBEs an equal opportunity to replace the non-performing subcontractor or supplier; and shall exercise the same good faith affirmative action efforts to secure the replacement. **(Good Faith Effort Checklist, Exhibit F.)**

Evaluation of Good Faith Efforts: In order to assure that bidders comply with the RSMP's EBE Policy, successful bidders must demonstrate good faith efforts. In evaluating good faith efforts, the ICO will determine whether the apparent low bidder has made reasonable efforts to obtain EBE participation. The ICO may evaluate not only the different kinds of efforts made by a bidder, but also the quantity and intensity of those efforts.

The bidder may submit additional documentation to the ICO for consideration in the evaluation of the bidder's good faith efforts. **NYCRR Section 143.8**

Required Documentation: To demonstrate compliance with the good faith requirements of this Program, bidders shall keep detailed records of all correspondence and responses thereto, logs of all telephone calls made and received regarding the project or contract, copies of advertisements in publications and other media, and other relevant papers as required by this program for a minimum period of three (3) years.



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Award of Contract: The RJSCB retains the historical non-discriminatory legal right to determine the action to be taken on the contract. The RJSCB maintains the right to reject bids and perform project re-bids for the purpose of attaining EBE goals.

Contractors' Post-Award Reporting and Maintenance of Records:

Successful bidders awarded contracts incorporating EBE participation must submit reports at the end of each month of the project as requested by the ICO. These reports shall summarize the number and dollar amounts of payments made during the terms of the contract to EBEs. This report shall count payments to M/WBE separately. This report shall be submitted to the ICO on the last day of each calendar month during the Project completion.

M. WRITTEN COMPLAINT AND POST-BID REVIEW

Any bidder or other party allegedly aggrieved by the provisions of this Program may seek review of any written complaint to the ICO and Program Manager.

Consideration of Bids: The ICO shall evaluate the apparent low bidder's good faith efforts for compliance. Upon a determination of compliance by the apparent low bidder, the ICO shall forward the apparent low bidder's bid to the Program Manager as the recommended low bid. If there is an issue of non-compliance within the meaning of this Program, or for any other written complaint alleging any violations or non-compliance with this Program, the ICO shall notify the affected party in writing and by registered mail (hereinafter "Notice of Non-Compliance Review") setting forth with particularity the reasons for the review and scheduling a Post-Bid Review Conference.

(1) **Post-Bid Review Conference:** A Post-Bid Review Conference shall be held with the ICO, the apparent low bidder, and if applicable, the Project Manager.

(2) **Declaration of Non-Responsiveness:** Following the Post-Bid Review Conference, and in the event that an apparent low bidder's bid is rejected as non-responsive for failing to demonstrate Good Faith Efforts or any other provisions of this Program, as determined by the ICO.

N. SANCTIONS AND PENALTIES FOR NON-COMPLIANCE

In evaluating bids and proposals solicited during the procurement process, the lowest price is one of several factors that will be used in the contract award evaluation process. The Program Manager will be concerned with responsive and responsible bidders who can provide quality goods and

services. Additionally, it is expected that all firms will exercise Good Faith Efforts in seeking to maximize the use of available EBEs in commercially viable ways, and the failure of a bidder to demonstrate the mandatory Good Faith Efforts to include EBEs in the procurement process will be considered in the award of the contract.

RJSCB to Impose Sanctions/Penalties: The RJSCB, through the action of the ICO, shall have the authority and power to enforce the provisions of this Program. Failure by a bidder to comply with the requirements shall subject the non-complying party to administrative sanctions. In addition, a violation of this Program shall constitute a material breach of contract enforceable by law or in equity as will all other contract provisions, including the imposition of penalties. The following sanctions and penalties are established for the enforcement of this Program:

1) **Declaration of Non-Responsiveness:** In addition to standard factors in bid evaluation, the RJSCB may declare a bid non-responsive where it is determined that a bidder: Has not filed with the RJSCB a duly executed "Contractor's Utilization Plan" or "Promise of Non-Discrimination"; or has failed to implement Good Faith Efforts.

2) **Cancellation of Contract:** RJSCB may declare a contract as null and void where, after such contract has been awarded, if an investigation determines that the bidder's EBE documents contain false, fictitious, or fraudulent information.

3) **Rejection of Future Bids:** The RJSCB may reject any or all future bids of a bidder until such time as the bidder shall have demonstrated that it is or shall come into compliance.

4) **Withholding Payment, Limited Suspension and Debarment:** For falsifications, misrepresentations, or engaging in subterfuge to obtain a contract, the RJSCB may remove a bidder from its list of pre-qualified or otherwise eligible firms entitled to do business with the RJSCB for a period not to exceed one (1) year or withhold payment with notice and opportunity for due process hearing.

5) **Permanent Debarment:** For repeated violations, the RJSCB may remove a bidder from its list of pre-qualified or otherwise eligible firms entitled to do business with the RJSCB.

O. SANCTIONS GUIDELINES

Guidelines for Imposition of Sanctions: The sole and total authority for imposition of sanctions shall lie with the RJSCB.

1. **General:** No suspension shall be imposed by the RJSCB except upon evidence of specific conduct on the part of an EBE or other contractor that is inconsistent with or in direct contravention of the applicable provisions of this Program. Furthermore, the imposition and enforcement of sanctions shall be consistent with applicable state and federal law.
2. **Severity of Sanctions:** In determining the length of any suspension, the RJSCB shall consider the following factors:
 - a. Whether the failure to comply with applicable requirements involved intentional conduct or, alternatively, may be reasonably concluded to have resulted from a misunderstanding on the part of the contractor or EBE of the duties imposed on them by this Program;
 - b. The number of specific incidences of failure by the contractor or EBE to comply;
 - c. Whether the contractor or EBE has been previously suspended;
 - d. Whether the contractor or EBE has failed or refused to provide the RJSCB or the ICO with any information required by this Program;
 - e. Whether the contractor or EBE has materially misrepresented any applicable facts in any filing or communication to the RJSCB or the ICO; and
 - f. Whether any subsequent restructuring of the subject business or other action has been undertaken to cure the deficiencies in meeting applicable requirements.
3. **Length of Suspension:** Suspensions may be for any length of time not to exceed two (2) years. Suspensions in excess of one year shall be reserved for cases involving intentional or fraudulent misrepresentation or concealment of material facts, multiple acts in contravention of applicable requirements, cases where the contractor or EBE has been previously suspended, or other similarly egregious conduct.



Comprehensive School Facilities Modernization Plan for Rochester City Schools

P. UNDERUTILIZATION REMEDIES

Bond Requirements: Bid bonds are usually required on large projects. The ability to qualify for bonds is often a problem for EBEs. Therefore, these firms often miss out on substantial business opportunities. As an initiative to enhance minority and women business participation, and small business participation, the RJSCB may waive payment and performance bond requirements on certain service contracts where health and safety are not an issue.

Prompt Resolution of Invoice Disputes: EBEs do not receive timely notification of errors or questions regarding an invoice. Often the corrected invoice does not get included in the original submittal period but instead is submitted in a later submittal period. If a prime disagrees with an invoice submitted by an EBE, the prime has three business days to notify the EBE of any questions. The EBE shall then have three to five business days to resubmit a corrected invoice. This invoice shall be paid within the original scheduled draw period.

Prompt Payment Program: EBEs are placed in substantial financial risk when they do not receive draws in a timely manner. The irregularities of payment affect their ability to perform on the specific contract and other ongoing contracts. In many cases the prime has been paid for the work completed by the EBE. To remedy this problem, the ICO will be notified when the prime receives a draw. The prime must pay the subcontractor in a timely fashion. If the firm does not receive payment in a timely fashion, the ICO, the prime, subcontractor and program manager shall meet. If the payment was withheld without reason, the prime shall be required to pay a penalty in the amount of three times the prime interest rate. Additional penalties may be imposed in the event the prime exhibits any negative action toward the EBE as reported to the ICO by the EBE.

Mobilization Cost: EBEs will often incur mobilization costs which are not reimbursed until the first draw. In contrast the prime receives mobilization money to enable them to set up. For good cause shown, the RJSCB may evaluate, on an individual basis, the viability of a payment of mobilization fee to EBEs. The awarding of any mobilization fee would be considered as a payment for services rendered and be deducted from the final payment of the contract as a payment for services. To be eligible for consideration under this provision, each EBE must apply for the Program, be certified, meet the eligibility requirements designed for the Program, and indicate a financial need for such assistance. Any such fee would be paid to EBE contractors and professional service providers who have been awarded capital and labor intensive projects. The fee would assist the EBEs with

initial costs, *i.e.*, supplies, personnel and equipment. The amount of the fee received by the contractors and professional service providers would be based on the list of documented values needs in the contract. The mobilization fee would not affect the pay application procedures between the RJSCB and the prime contractor until the final pay application wherein credit would be given for the mobilization fee. The prime contractor would not be financially responsible or liable for mobilization fees advanced to its subcontractors by the RJSCB. The subcontractor would give credit for the mobilization fee on its final application for payment to the prime contractor. Pursuant to this provision, the RJSCB shall develop and implement procedures to monitor the advancement of mobilization fees and to insure proper credit on the final payment. The award of any mobilization fee shall not have any impact on the terms and conditions of the project contract documents except as provided herein.

Outreach Program The EBE Outreach Program will be set up by the ICO to notify the entire community of contracts and professional services opportunities available to them. The procedures within this program will reinforce the RJSCB commitment to do business with EBEs. In order for this program to be accomplished, a constant saturation effort should be made to pursue all capable, competent, certified, qualified and prepared EBEs.

Notification of the Outreach Program will be forwarded, on a quarterly basis and when updating is necessary, to all media in the Rochester MSA focused or marketed to EBEs. Publications with a known EBE audience will be targeted. Seminars and workshops will be held quarterly by RJSCB until the saturation effort is accomplished.

The ICO will actively participate in the various advocacy groups, *i.e.*, Rochester Area Minority Contractors Association, National Association of Minority Contractors, Black Business Association, and the Rochester Minority Business Council, the Hispanic Business Alliance, the Small Business Administration and others for constant feedback and to keep them abreast of the Outreach Program.

Q. HIRING AND APPRENTICESHIP PROGRAM

Apprenticeship Program: The RJSCB requires all project trade contractors to include a apprenticeship and training program that is directed to all persons who desire to further their careers in the construction industry. The RJSCB will promote interest in this apprenticeship and shall provide other good faith efforts to increase participation by minorities and women in its

apprenticeship program. The ICO and Program Manager will visit the Rochester High Schools to promote interest in the program.

It will be the objective of the RJSCB to promote the program throughout the community encouraging individuals of various ethnic backgrounds to obtain an education in the construction industry. The program will be advertised on radio and print media.

RJSCB will not discriminate and will accept applications from anyone who desires to further their skills in the construction industry. The apprenticeship program will provide participants with the knowledge, skills and confidence to meet the changing and emerging needs of the construction industry.

R. SEVERABILITY

If any of the provisions set forth in this Program or any section, subsection, paragraph, sentence, clause, phrase, or word thereof shall be found to be invalid, illegal or unenforceable for any reason, the application of the remainder of this Program shall not be affected by such invalidity.



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Attachments



Comprehensive School Facilities Modernization Plan for Rochester City Schools

EXHIBIT 'A'

CERTIFICATION AFFIDAVIT FOR ELGIBILE BUSINESS ENTERPRISE

Name of Enterprise _____

RJSCB Project Pending? Yes NO

Proposal Due Date: _____

Name of Project: _____

Enterprise is claiming status as: (Please select all that apply)

African American Business Enterprise

Asian American Business Enterprise

Hispanic American Business Enterprise

Native American Business Enterprise Partnership

Women-Owned Business Enterprise

Small Business Enterprise

The name of the principal, owner, partner or corporate officer is: _____

Title: _____

Race: _____

Gender: _____ Percentage of Ownership: _____

The mailing address is: _____

City: _____ County: _____ State: _____

Zip _____

Telephone: _____

Fax: _____

Is the principal owner a citizen or permanent resident of the U. S.?

Yes No

Has the Enterprise previously been certified as an EBE with RSMP?

Yes No

If the answer is yes, please state the date(s) of certification: _____

If the answer is yes, please attach a record of the certification.

Has the Enterprise previously been certified as an EBE with any other state or local governmental entity? Yes No

If the answer is yes, please state the date(s) of certification and certifying entity: _____

If the answer is yes, please attach a record of the certification.

Has the Enterprise previously been denied certification as an EBE with RSMP? Yes No

If the answer IS yes, please state the date(s) of denial of certification: _____

If the answer IS yes, please attach a record of the denial of certification.

Has the Enterprise previously been denied certification by any other state or local governmental entity? _____

If the answer is yes, please state the date(s) of denial of the certification and certifying entity: _____

If the answer is yes, please attach a record of the denial of the certification.

Size of Applicant Enterprise: An Enterprise cannot be designated under this Program as an EBE if the Enterprise or if any of its affiliates have had annual gross revenues or total number of employees greater than that provided by the Small Business Administration.

Please state the annual gross receipts for the preceding year: _____

Please state the number of employees from the preceding year: _____

The undersigned does hereby swear or affirm that the statements contained in this Affidavit are true, accurate, and complete. Further, the undersigned does covenant and agree to seek certification from an appropriate certifying RJSCB within thirty (30) days after submission of a Proposal.

Prohibition Against False Statements

It shall be unlawful for any person, knowingly and willfully and with intent to mislead to make any false or fraudulent representations to RJSCB. RJSCB may impose applicable penalties and sanctions against any person making such false representations in connection with this program.

Attestation: I CERTIFY THAT ALL REPRESENTATIONS IN THIS AFFIDAVIT ARE CORRECT AS OF THE DATE STATED. AS DESIGNEE FOR THE UNDERSIGNED ENTERPRISE, I FURTHER ACKNOWLEDGE TO OBTAIN PROPER CERTIFICATION WITHIN THIRTY (30) DAYS AFTER THE SUBMISSION OF A PROPOSAL.

Name of Enterprise: _____

Name of Person Signing: _____

Title of Person Signing: _____

Signature: _____

EXHIBIT 'B'

LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR/JOINT VENTURE

THIS FORM IS TO BE COMPLETED AND SUBMITTED BY THE APPARENT SUCCESSFUL PARTICIPANT BY THE END OF THE SECOND BUSINESS DAY FOLLOWING NOTICE OF AWARD OF CONTRACT.

TO:

RSMP PROJECT: _____

PARTICIPANT: _____

The undersigned has agreed to perform work in connection with the above project as:

sole proprietorship (individual)

a partnership

a corporation

a joint venture

Detailed description of work items to be performed: _____

At the following price: \$ _____

Please note all categories of the subcontractor/joint venture that apply:

African American Business Enterprise

Asian American Business Enterprise

Hispanic American Business Enterprise

HUBZone Enterprise

Native American Business Enterprise

Small Business Enterprise

Majority owner

Women-Owned Business Enterprise

The total value of EBE participation under this Joint Venture Agreement is \$ _____; which is _____% of the total Proposal.

(Type or Print Name of Subcontractor/Joint Venture) _____

By: _____

Printed Name: _____

Title: _____

Date: _____

The undersigned will enter into a written agreement with the above subcontractor for the work described upon award and execution of a contract with RSMP.

Type or Print Name of Participant _____

By: _____

Printed Name _____

Title: _____



Comprehensive School Facilities Modernization Plan for Rochester City Schools

EXHIBIT 'C'

Business Opportunity	Enterprise Eligible Business Enterprises (MBE/WBE/DBE) Total Participation Goals	Women Owned Business Participation Goals	Minority Owned Business Participation Goals
Pre Construction Services			
Construction Services			
Post Construction Services and Concession Activities	___% of Total contract dollars (excluding contracts awarded to affiliates of the RJSCB)	___% of Total contract dollars (excluding contracts awarded to affiliates of the RJSCB)	___% of Total contract dollars (excluding contracts awarded to affiliates of The RJSCB)
Retail Space	TBD	TBD	TBD
Eligible Business participation is inclusive of Women and Minority Owned Businesses			
Goals are percentages of total Dollars expended.			

EXHIBIT 'D'

PROMISE OF NON-DISCRIMINATION

Know All Men by These Presents, that I/we, _____
 _____ Title(s) _____
 Name of Company _____ (hereinafter "Company"),
 in consideration of the privilege to submit Proposals on contracts funded, in

whole or in part, by the Board of Education of the RSMP, hereby consents, covenants and agrees as follows:

- (1) No person shall be excluded from participation in, denied the benefit of, or otherwise be discriminated against on the basis of race, color, national origin or gender in connection with any Proposal submitted to RSMP or the performance of any contract resulting from;
- (2) That it is and shall be the policy of this Company to provide equal opportunity to all business persons seeking to contract or otherwise interested in contracting with this Company, including various local small business enterprises;
- (3) In connection herewith, I/We acknowledge and warrant that this Company has been made aware of, understands and agrees to make good faith efforts to solicit EBEs to do business with this Company;
- (4) That the promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;
- (5) That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain;
- (6) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to, cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract.

 (Authorized Company Representative Signature)

EXHIBIT 'E'

EBE ASSURANCE STATEMENT

To be filed on company letterhead

Subject Proposal for _____

The _____ having submitted a proposal for the referenced project, if awarded the contract, we agree that the Women, Disadvantaged, and Minority Participation Plan as well as the terms of the Economic Inclusion Plan are incorporated into the contract. We are committed to ensure EBE participation in the manner indicated below as subcontractors, supplier or in joint venture partnership as follows:

Representation of EBE Status

Name: _____
 Address: _____
 Phone #: _____
 Fax#: _____
 Email: _____

Work to be performed:

Dollar amount: _____ Percentage of the Total Bid amount: _____

This subcontractor represents as part of its offer is / is not a MBE/DBE/WBE/SBE (Circle the appropriate status).

This sub contractor is a sole proprietorship / individual / corporation / partnership / a joint venture (Circle the appropriate status)

EXHIBIT 'F'

GOOD FAITH EFFORTS CHECKLIST

RSMP welcomes your participation our procurement for or services vital to the ongoing operation within the Rochester MSA. Pursuant to the requirements for Participants under the Economic Plan and in consideration of the privilege to submit Proposals on contracts funded, in whole or in part, by RJSCB, WE, _____ by Owner _____



Comprehensive School Facilities Modernization Plan for Rochester City Schools

Attest that we have exercised the following good faith efforts in addition to my /our regular and customary solicitation process:

I/We have delivered written notice to three available certified EBEs for each potential subcontracting or supply category in the Contract AND all potential subcontractors or vendors which requested information on the Contract.

I/We have provided all potential subcontractors or vendors with adequate information as to plans, specifications, relevant terms and conditions of the Contract, bonding requirements, and the last date and time for receipt of price quotations.

I/We have attended a special meeting called to inform business and individuals of subcontracting or supply opportunities.

I/We have, in accordance with normal industry practices, divided the contract into economically feasible segments that can be performed by an EBE.

I/We have provided a written explanation for rejection of any potential subcontractor or vendor to the EBE/, including the name of the firm proposed to be awarded the subcontract or supply agreement, where price competitiveness is not the reason for rejection.

I/We have actively solicited, through sending letters or initiating personal contact, EBEs in all feasible and appropriate categories providing subcontracting opportunities for the contract under consideration.

I/We have utilized the services of available community organizations and associations, contractors' groups, and trade associations known to publicize contracting and procurement opportunities, for the purpose of obtaining assistance in the contacting and recruitment of EBEs for the RJSCB's contract under consideration.

I/We have advertised in publications of general circulation in the Rochester MSA trade publications and other media owned by, or otherwise focused or marketed to EBEs, and the advertisement identifies and describes the specific subcontracting or other opportunity in reasonable detail.

I/We have conducted discussions with interested EBEs in good faith, and provided the same willingness to assist EBEs as has been extended to any other similarly situated subcontractor.

I/We have taken steps to ensure that all labor supervisors, superintendents, and other on-site supervisory personnel are aware of and carry out the obligation to maintain a non-discriminatory work environment, free of

harassment, intimidation and coercion at all construction sites, offices and other facilities to which employees are assigned to work.

Please identify below all subcontractors, suppliers, or a joint venture partner you invited to participate that declined.

1. Name of Subcontractor/Vendor: _____
 Phone #: _____
 Address: _____
 Date of Offer to Participate: _____
 Date Offer was Declined : _____
 Reasons Given for Declining: _____

Please note all categories of ownership that apply:

- ___ African American Business Enterprise
- ___ Asian American Business Enterprise
- ___ Hispanic American Business Enterprise
- ___ Majority Enterprise
- ___ Native American Business Enterprise
- ___ Small Business Enterprise
- ___ Women-Owned Business Enterprise

2. Name of Subcontractor/Vendor: _____
 Phone #: _____
 Address: _____
 Date of Offer to Participate: _____
 Date Offer was Declined: _____
 Reasons Given for Declining: _____

Please note all categories of ownership that apply:

- ___ African American Business Enterprise
- ___ Asian American Business Enterprise
- ___ Hispanic American Business Enterprise
- ___ Majority Enterprise
- ___ Native American Business Enterprise
- ___ Small Business Enterprise
- ___ Women-Owned Business Enterprise

3. Name of Subcontractor/Vendor: _____
 Phone #: _____
 Address: _____
 Date of Offer to Participate: _____
 Date Offer was Declined : _____
 Reasons Given for Declining: _____

Please note all categories of ownership that apply:

- ___ African American Business Enterprise
- ___ Asian American Business Enterprise
- ___ Hispanic American Business Enterprise
- ___ Majority Enterprise
- ___ Native American Business Enterprise
- ___ Small Business Enterprise
- ___ Women-Owned Business Enterprise Name of Subcontractor/Vendor

4. Name of Subcontractor/Vendor: _____
 Phone #: _____
 Address: _____
 Date of Offer to Participate: _____
 Date Offer was Declined: _____
 Reasons Given for Declining: _____

Please note all categories of ownership that apply:

- ___ African American Business Enterprise
- ___ Asian American Business Enterprise
- ___ Hispanic American Business Enterprise
- ___ Majority Enterprise
- ___ Native American Business Enterprise
- ___ Small Business Enterprise
- ___ Women-Owned Business Enterprise Name of Subcontractor/Vendor



Comprehensive School Facilities Modernization Plan for Rochester City Schools

EXHIBIT 'G'

Rochester, NY Community Contact List				
Name	Business Address and/or Meeting Address	Website	Phone	Other Information
19 th Ward Community Association	216 Thurston Road, Rochester, NY 14619	www.19wca.org	585-328-6571	
ABC Streets Neighborhood Association	825 Harvard Street Upper, Rochester, NY 14610	www.abcstreets.org	585-281-1914	abc.streets@gmail.com
Action for a Better Community	Various Locations, Main: 550 E. Main Street, Rochester, NY 14604	www.abcinfo.org	585-325-5116	CAA@ABCinfo.org
Assemblyman David F. Gantt	District Office, 74 University Avenue, Rochester, NY 14605	www.assembly.state.ny.us	585-454-3670	GanttD@assembly.state.ny.us
Beechwood Neighborhood Coalition	Thomas Ryan Jr. Community Center, 530 Webster Avenue	www.beechwood14609.com	585-428-7640	Kyle Crandall, President
Bensonhurst Neighborhood Association	PO Box 90411, Rochester, NY 14609	www.bensonhurstna.org	585-234-1535	bensonhurstna@excite.com
Black Business Association	150 State Street, Rochester, NY 14614	www.rochesterblackbusiness.com	585-256-4656	info@rochesterblackbusiness.com
Browncroft Neighborhood Association	PO Box 10127, Rochester, NY 14610	www.browncroftna.org	585-234-0160	bna-announce@browncroftna.org
Charlotte Community Association	PO Box 12768, Rochester, NY 14612	www.charlottecca.org	585-865-6101	ccdc@charlottecca.org
Coalition of Northeast Associations	471 Hudson Avenue, Rochester, NY 14605	www.conea.org	585-325-1311	management@conea.org
Cornhill Neighborhood Association	133 South Fitzhugh Street, Rochester, NY 14608	www.cornhill.org	585-262-3142	chna@cornhill.org
Group 14621 Community Association, Inc.	1171 North Clinton Avenue, Rochester, NY 14621	www.group14621.com	585-266-4693	group14621@group14621.com
Highland Park Neighborhood Association	PO Box 18103, Rochester, NY 14618	www.highlandparkrochester.org	585-314-8592	chair@highlandparkrochester.org
Hispanic Business Association	Rochester Business Alliance, 150 State Street, Rochester, NY 14614	www.rochesterhba.com	585-256-4614	RHBA@rochesterbusinessalliance.com
Ibero American Action League	911 East Main Street, Rochester, NY 14605	www.iaal.org	585-256-8900	information@iaal.org
Lyell-Ottis Neighborhood Association (LONA)	Edison HS, 655 Colfax Street, Rochester, NY 14606	www.lyellotis.com	585-458-3784	NiceNRG@aol.com
Maplewood Neighborhood Association	PO Box 13529, Rochester, NY 14613	www.maplewood.org	585-458-3460	mna@frontiernet.net
Marketview Heights Association	308 North Street, Rochester, NY 14605	www.marketviewheights.org	585-423-1540	info@marketviewheights.org
Neighborhood of the Arts	274 North Goodman Street, Rochester, NY 14607	www.rochesternota.org	585-271-1262	VIP@improvVIP.com
North Edge Neighborhood Association	Waring Road Baptist Church	www.northedge.org	585-288-8360	dawn@northedge.org
North Winton Village Neighborhood Association	PO Box 10835, Rochester, NY 14610	www.northwintonvillage.com	585-482-1382	marycoffey@rochester.rr.com
Northeast Area Development	360 Webster Avenue, Rochester, NY 14609	www.neadrochester.org	585-482-7320	info@neadrochester.org
Northeast Neighborhood Service Center and Sector	Marisol Lopez, 500 Norton Street, Rochester, NY 14621	www.cityofrochester.gov	585-428-7962	lopezm@cityofrochester.gov
Northwest Neighborhood Service Center and Sector	Peter Saxe, 1099 Jay Street Building D, Suite 200, Rochester, NY 14611	www.cityofrochester.gov	585-428-7622	saxep@cityofrochester.gov
NYS Chapter of the Minority Contractors Association	63 Flushing Avenue, Brooklyn, NY 11205	www.nysamc.org	718-246-8380	info@nysamc.com
Plymouth-Exchange (PLEX) Neighborhood Association	PO Box 14037, Rochester, NY 14614	www.sector4.org	585-328-9010	ecoleman@swiftnet.org
PRYD Puerto Rican Youth Development and Resource Center	997 North Clinton Avenue, Rochester, NY 14621	www.pryd.org	585-325-3570	pryd@pryd.org
Robert Brown School of Construction	Edison Campus, 655 Colfax Street, Rochester, NY 14606	www.rcsdk12.org	585-324-9770	Principal: T'Hani Pantoja
Sandra Simon, City of Rochester MBE/WBE Compliance Officer	City Hall, 30 Church Street, Rochester, NY 14614	www.cityofrochester.gov	585-428-6190	simons@cityofrochester.gov
South Wedge Planning Committee	224 Mt. Hope Ave, Rochester, NY 14620	www.swpc.org	585-256-1740	rboyd@swpc.org
Southeast Area Coalition	580 South Avenue, Rochester, NY 14620	www.myseac.org	585-244-7405	hbhogan@myseac.org
Southeast Neighborhood Service Center and Sector	Nancy Johns-Price, 846 South Clinton Avenue, Rochester, NY 14620	www.cityofrochester.gov	585-428-7371	pricen@cityofrochester.gov
SouthWest Area Neighborhood Association	275 Dr. Samuel McCree Way, Rochester, NY 14611	www.swanonline.org	585-436-8201	rallen@swanonline.org
Southwest Neighborhood Service Center and Sector	David Hawkes, 923 Genesee Street, Rochester, NY 14611	www.cityofrochester.gov	585-428-7632	hawkesd@cityofrochester.gov
Swillburg Neighborhood Association	846 South Clinton Avenue, Suite 201, Rochester, NY 14620	www.swillburg.com	585-473-7687	president@swillburg.com
Upper Monroe Neighborhood Association	The Corner Place, 969 Monroe Avenue, Rochester, NY 14620	www.uppermonroeavenue.org	585-256-2720	umna-president@uppermonroeavenue.org
Upper Mt. Hope Neighborhood Association	95 Southview Terrace, Rochester, NY 14620	www.umhn.com	585-442-8106	president@umhn.com
Urban League of Rochester	265 North Clinton Avenue, Rochester, NY 14605	www.ulr.org	585-325-6530	communications@ulr.org
YCIP - Youth Construction Initiative Program	Edison Campus, 655 Colfax Street, Rochester, NY 14606	www.rcsdk12.org	585-324-9770	Robert Brown School of Construction



Appendices:

A: Statute

B: Cooperative Agreement

C: Cooperative Agreement

D: Energy Performance Contracting Study



Comprehensive School Facilities Modernization Plan for Rochester City Schools

APPROVAL MEMORANDUM - No. 18 Chapter 416

MEMORANDUM filed with Assembly Bill Number 9227, entitled:

"AN ACT establishing the city of Rochester and the board of education of the city school district of the city of Rochester school facilities modernization program act; and to amend the education law and the public authorities law, in relation to implementing such school facilities modernization program act"

APPROVED

This bill establishes the Rochester Joint Schools Construction Board to plan and oversee up to thirteen building projects in the Rochester City School District, and authorizes alternative financing mechanisms through the Monroe County Industrial Development Agency or Dormitory Authority of the State of New York (DASNY) to complete these projects. In doing so, the bill provides the financial flexibility necessary for the City of Rochester and the Rochester City School District to rehabilitate deteriorating school facilities and thereby improve the educational environment for Rochester's public school students.

This bill is modeled after the Buffalo Cooperative School Construction Act and the Syracuse Joint Construction Act, both of which authorized alternative financing mechanisms for substantial school construction. Unlike those laws, however, this bill does not include a specific list of the schools that will undergo construction. My understanding is that Rochester is seeking additional community input before it finalizes the list of projects. Because that community process is important, I am signing this legislation without the final list. However, in order to ensure appropriate oversight and accountability, the Legislature should enact a chapter amendment to add the list of authorized projects once it is finalized.

A chapter amendment may be necessary to address other issues as well. In particular, the State Education Department (SED) and the Division of the Budget (DOB) note that the bill differs from the Syracuse and Buffalo legislation because it does not require the same level of oversight and involvement by the City and the School District. In addition, DASNY has identified several technical problems that may impact its ability to provide financing in the manner contemplated by the bill. The Legislature should consult with the Mayor, the City Council and the School District, and should work with my staff, SED, DOB and DASNY to determine whether future amendments are necessary to ensure that the bill can be implemented effectively with appropriate local government oversight.

The bill is approved.
(signed) ELIOT SPITZER
LAWS OF NEW YORK, 2007

SPONSORS MEMO:

NEW YORK STATE ASSEMBLY
MEMORANDUM IN SUPPORT OF LEGISLATION
submitted in accordance with Assembly Rule III, Sec 1(e)

BILL NUMBER: A9227

SPONSOR: Gantt (MS)

TITLE OF BILL: An act establishing the city of Rochester and the board of education of the city school district of the city of Rochester school facilities modernization program act; and to amend the education law and the public authorities law, in relation to implementing such school facilities modernization program act

Purpose Or General Idea Of Bill:

This bill would provide the City of Rochester and the Rochester City School District with increased flexibility to meet the needs of its school children by providing alternative financing mechanisms for the reconstruction of up to thirteen school buildings.

Summary Of Specific Provisions:

Section 1 would declare that the act shall be called "the city of Rochester and the board of education of the city school district of the city of Rochester cooperative school facilities modernization program act".

Section 2 would set out definitions.

Section 3 would create the Rochester joint schools construction (RSC) board.

Section 4 would limit to thirteen the maximum number of projects that may be authorized pursuant to the act.

Section 5 would require the RSC board to develop a comprehensive school facilities modernization plan recommending and outlining the projects it proposes. A portion of such plan would need to be approved by the Comptroller.

Section 6 would set out the selection process for projects undertaken pursuant to the act, including requiring the approval of the Commissioner of Education.

Section 7 would give the RSC board the power to contract with entities for the design, reconstruction, rehabilitation, financing, and management of approved projects.

Section 8 would require that contracts for approved projects be awarded pursuant to the public bidding process.

Section 9 would allow the RSC to require a project labor agreement under certain circumstances and would exempt such contracts from section 101 of the General Municipal Law. In addition, this section would deem all projects public work projects, would make applicable all provisions of Article 8. of the Labor Law, and would deem contracts for projects state contracts. Finally, this section would require the review and approval of the Commissioner of Education for the design and construction standards of the projects.

Section 10 would require that all projects be managed by a project manager and require the use of the public bidding process outlined in section 8 of the bill for selection of the project manager. This section also would list the qualifications for the project manager and the project manager's responsibilities, and would prohibit the project manager from performing any work on projects.

Section 11 would require that all projects be monitored by an Independent Compliance Officer and would outline such officer's responsibilities.

Section 12 would require that building aid applicable to projects be paid to the city.

Section 13 would allow projects to be funded through certificates of participation and installment purchase contracts.

Section 14 would require the Rochester board of education to operate and maintain projects in the same manner as existing school buildings. In addition, it would exempt projects from taxes.

Section 15 would reiterate that all projects must be reviewed and approved by the State Education Department.

Section 16 would allow projects to be financed through the county of Monroe industrial development agency or the dormitory authority of the state of New York and would establish a process for the intercept of state aid if the agency was not repaid.

Section 17 would set forth the formula to be used to determine the interest rate applicable for purposes of section 3602 of the Education Law, if the county of Monroe industrial development agency or the dormitory authority of the state of New York is used to finance a project.



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Section 18 would list projects authorized pursuant to this act within subdivision 6 of section 3602 of the Education Law, for purposes of Building Aid.

Sections 19 and 20 would make conforming changes to the public authorities law.

Section 21 would require the RSC to issue annual reports on the status of the projects and, a final report identifying the fiscal and pedagogical results of the projects undertaken pursuant to this act, along with recommendations for its continuance, amendments, or discontinuance.

Section 22 would require that if any provisions of the legislation are inconsistent with existing law, the provisions of the bill would be controlling.

Section 23 would provide a severability clause.

Section 24 states that the act would take effect immediately. Effects Of Present Law Which This Bill Would Alter: This bill would add new sections to the unconsolidated law and amend section 3602 of the Education Law and sections 1676 and 1680 of the public authorities law.

Justification:

The school buildings in Rochester are in serious disrepair, jeopardizing the education of the city's school children. This bill would allow for innovative and cost effective financing options to reconstruct up to thirteen school buildings. The bill would also require a public bidding process to award contracts, would solicit input from the Comptroller, and require project review and approval by the State Education Department to ensure increased accountability.

Prior Legislative History:

New Bill.

Fiscal Implications For State And Local Governments: Undetermined.

Effective Date: Immediate.

CHAPTER 416

AN ACT establishing the city of Rochester and the board of education of the city school district of the city of Rochester school facilities modernization program act; and to amend the education law and the public

authorities law, in relation to implementing such school facilities modernization program act

Became a law August 1, 2007, with the approval of the Governor. Passed by a majority vote, three-fifths being present.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. Short title. This act shall be known and may be cited as "the city of Rochester and the board of education of the city school district of the city of Rochester school facilities modernization program act".

§ 2. Definitions. As used or referred to in this act:

(a) "City" shall mean the city of Rochester.

(b) "City school district" shall mean the city school district of the city of Rochester acting by and through the board of education of the city school district of the city of Rochester.

(c) "Commissioner" shall mean the commissioner of education of the state of New York.

(d) "Comptroller" shall mean the comptroller of the state of New York.

(e) "RSC board" shall mean the joint schools construction board of the city and the city school district, acting as agent for the city, the city school district, or both, created by section three of this act.

(f) "Person" shall mean a municipality or other governmental body, a public corporation or an authority, a private corporation, a limited liability company or partnership, or an individual.

(g) "Project" shall mean work at an existing school building site that involves the design, reconstruction, or rehabilitation of an existing school building for its continued use as a school of the city school district, which may include an addition to existing school buildings for such continued use and which also may include (1) the construction or reconstruction of athletic fields, playgrounds, and other recreational facilities for such existing school buildings, and/or (2) the acquisition and installation of all equipment necessary and attendant to and for the use of such existing school building.

(h) "Project labor agreement" shall mean a pre-hire collective bargaining agreement between a contractor and a labor organization establishing the labor organization as the collective bargaining representative for all persons who will perform work on the project, and which provides that only contractors and subcontractors who sign a pre-negotiated agreement with the labor organization can perform project work.

(i) "Program manager" shall mean an independent program management firm hired by the RSC board to assist it in: (i) developing and implementing procedures for the projects undertaken and contracted for by the RSC board; (ii) reviewing plans and specifications for projects; (iii) developing and implementing policies and procedures to utilize employment resources

to provide sufficient skilled employees for such projects including developing and implementing training programs, if required; and (iv) managing such projects.

(j) "Independent compliance officer" shall mean a person with an in-depth knowledge base and breadth of experience conducting minority and women-owned business enterprise (MWBE) and disadvantaged business enterprise (DBE) utilization compliance monitoring for public contracts within New York state including school districts.

§ 3. Rochester joint schools construction board.

(a) For the benefit of the city of Rochester and the inhabitants thereof, a board to be known as the Rochester joint schools construction board, and sometimes referred to as the RSC board, is hereby established for the accomplishment of any of the purposes specified in this act. It shall have the powers and duties now or hereafter conferred by subdivision (c) of this section. The board, its members, officers and employees and its operations and activities shall in all respects be governed by the provisions of this act. (b) Such board shall be composed of seven voting members: three of whom shall be appointed by the mayor of the city; three of whom shall be appointed by the superintendent of the board of education of the city school district; one of whom shall be independent from both the city school district and the city but who shall have been agreed upon by the mayor and the superintendent; and one non-voting member who shall be the independent compliance officer, or the representative of the independent compliance officer. One of the voting members shall be chosen, by such voting members, to serve as chair of the board. Members of the board shall not receive a salary or other compensation for such board duties, but shall be entitled to reimbursement for actual and necessary expenses incurred in the performance of his or her board duties. Members of the board shall not be disqualified from holding public office or employment, nor shall they forfeit any office or employment by reason of their appointment, notwithstanding the provisions of any general, special, or local law, ordinance or city charter to the contrary.

(c) The board shall have the following powers:

1. To make plans and studies necessary, convenient or desirable for the effectuation of the purposes and powers of the board and to prepare recommendations in regard thereto.
2. To make use of existing studies, surveys, plans, data and other material in the possession of the city, the city school district, or any person in order to avoid duplication of effort.
3. To apply for and to accept any grants or financial or other aid, in any form, from the federal government or any agency or instrumentality thereof, or from the state or any agency or instrumentality thereof, for any or all of the purposes specified in this act, and to comply, subject to the provisions of this act, with the terms and conditions thereof.
4. To enter into cooperative agreements with the state, any state agency, the city, or the city school district for any lawful purposes necessary or



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desirable to effect the purposes of this act upon such terms and conditions as shall be determined to be reasonable.

5. To do all things necessary, convenient or desirable to carry out its purposes and for the exercise of the powers granted in this title.

§ 4. Project authorization. No more than 13 projects, up to a total cost of three hundred twenty-five million dollars, shall be authorized and undertaken pursuant to this act, unless otherwise authorized by law.

§ 5. Comprehensive school facilities modernization plan. Before formal selection of the projects occurs, the RSC board shall develop a comprehensive school facilities modernization plan recommending and outlining the projects it proposes to be potentially undertaken pursuant to this act. Such plan shall include: (a) an estimate of total costs to be financed, proposed financing plan, proposed method of financing, terms and conditions of the financing, estimated financing costs, and, if city general obligation bonds or notes are not proposed as the method of financing, a comparison of financing costs between such bonds or notes and the proposed method of financing. The plan should also address what specific options would be used to ensure that sufficient resources exist to cover the local share of any such project cost on an annual basis; (b) information concerning the potential persons to be involved in the financing and such person's role and responsibilities; (c) estimates on the design, reconstruction and rehabilitation costs by project, any administrative costs for potential projects, and an outline of the timeframe expected for completion of each potential project; (d) a detailed description of the request for proposals process and an outline of the criteria to be used for selection of the program manager, the independent compliance officer and all contractors; (e) any proposed amendments to the city school district's five year capital facilities plan submitted in accordance with subdivision 6 of section 3602 of the education law and the regulations of the commissioner; and (f) a preliminary diversity plan to develop diversity goals, including appropriate community input and public discussion, and develop strategies that would create and coordinate any efforts to ensure a more diverse workforce for the projects. The preliminary diversity plan should address accountability for attainment of the diversity goals, what forms of monitoring would be used, and how such information would be publicly communicated. Prior to the development of the comprehensive school facilities modernization plan, the RSC board shall hold as many public hearings as may be necessary to ensure sufficient public input and allow for significant public discussion on school building needs in such city, with at least one hearing to be held in each neighborhood potentially impacted by a proposed project. All projects proposed in the comprehensive school facilities modernization plan shall be included by the city school district as a special section of the district's five-year capital facilities plan that is required pursuant to subdivision 6 of section 3602 of the education law and the regulations of the commissioner. The JSC board shall submit the components of such comprehensive plan outlined in

subdivision (a) of this section to the comptroller, along with any other information requested by the comptroller, for his or her review and approval.

§ 6. Project selection. Notwithstanding any general, special or local law to the contrary and upon approval by the comptroller pursuant to section five of this act, the RSC board may select projects to be undertaken pursuant to this act, as provided for in such approved comprehensive plan. After the RSC board has selected a new project and plans and specifications for such project have been prepared and approved by the RSC board, which are consistent with the approved comprehensive plan, the RSC board shall deliver such plans and specifications to the commissioner for his or her approval. After approval by the commissioner, the plans and specifications shall be returned to the RSC board. All such specifications shall detail the number of students the completed project is intended to serve, the site description, the types of subjects to be taught, the types of activities for school, recreational, social, safety, or other purposes intended to be incorporated in the school building or on its site and such other information as the RSC board and the commissioner shall deem necessary or advisable.

§ 7. Contract authorization. (a) The RSC board, upon receipt of such approved plans and specifications for a project contained within the comprehensive school facilities modernization plan, may enter into contracts on behalf of the city or the city school district, or both, for such project. (b) Notwithstanding the provisions of any other general, special, or local law to the contrary, relating to the length, duration, and terms of contracts that the city or the city school district may enter into, the RSC board, on behalf of the city and the city school district, is hereby authorized and empowered to enter into contracts relating to projects undertaken pursuant to this act with any person, upon such terms and conditions and for such consideration and for such terms and duration, not to exceed thirty years, as may be agreed upon by the RSC board and such person, whereby such person is granted the right to design, reconstruct, rehabilitate, equip, finance or manage one or more projects in accordance with the design, plans and specifications for such projects approved by the RSC board and the commissioner, as set forth in section six of this act. All such contracts shall comply with the provisions of section nine of this act. (c) In the event the RSC board shall cease to exist for any reason whatsoever during the life of such contracts as it has entered into pursuant to this act, such contract shall remain in full force and effect and the city school district and the city shall stand in the place and stead of the RSC board with respect to all rights and obligations under such contracts and with respect to all powers granted to the RSC board by this act; provided, however, that such powers are exercised by the city and the city school district jointly and pursuant to their respective jurisdictions and the general laws applicable thereto, except as modified by this act.

§ 8. Public bidding. Any contract entered into between the RSC board and any person pursuant to this act shall be awarded pursuant to public bidding in compliance with section 103 of the general municipal law.

§ 9. Contracts generally. Notwithstanding the provisions of any general, special, or local law or judicial decision to the contrary: (a) The RSC board may require a contractor, as a condition to being awarded a contract, subcontract, lease, grant, bond, covenant or other agreement for a project to enter into a project labor agreement for the work involved with such project when such requirement is made part of the bid specifications for the project and when the RSC board determines that the record supporting the decision to enter into such an agreement establishes that it is justified by the interests underlying the competitive bidding laws. (b) Any contract, subcontract, lease, grant, bond, covenant or other agreement for projects undertaken pursuant to this act shall not be subject to section 101 of the general municipal law when the RSC board has chosen to require a project labor agreement, pursuant to subdivision (a) of this section. This exemption shall only apply to the projects undertaken pursuant to this act and shall not apply to projects undertaken by any other school district or municipality unless otherwise specifically authorized. (c) Whenever the RSC board enters in a contract, subcontract, lease, grant, bond, covenant or other agreement for the construction, reconstruction, demolition, excavation, rehabilitation, repair, renovation, alteration, or improvement for a project undertaken pursuant to this act, it shall be deemed to be a public works project for the purposes of article 8 of the labor law, and all the provisions of article 8 of the labor law shall be applicable to all the work involved with such project including the enforcement of prevailing wage requirements by the state department of labor. (d) Every contract entered into by the RSC board for a project shall contain a provision that the design of such project shall be subject to the review and approval of the city school district and that the design and construction standards of such project shall be subject to the review and approval of the commissioner. In addition, every such contract shall contain a provision that the contractor shall furnish a labor and material bond guaranteeing prompt payment of moneys that are due to all persons furnishing labor and materials pursuant to the requirements of any contracts for a project undertaken pursuant to this section and a performance bond for the faithful performance of the project, which shall conform to the provisions of section 103-f of the general municipal law, and that a copy of such performance and payment bonds shall be kept by the RSC board and shall be open to public inspection. (e) For the purposes of article 15-A of the executive law, any person entering into a contract for a project authorized pursuant to this act shall be deemed a state agency as that term is defined in such article and such contracts shall be deemed state contracts within the meaning of that term as set forth in such article.



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(f) Notwithstanding the provisions of this act or of any general or special law to the contrary, for any contract, subcontract, lease, grant, bond, covenant or other agreement for construction, reconstruction, demolition, excavation, rehabilitation, repair, renovation, alteration, or improvement with respect to each project undertaken pursuant to this act, the RSC board shall consider the financial and organizational capacity of contractors and subcontractors in relation to the magnitude of work they may perform, the record of performance of contractors and subcontractors on previous work, the record of contractors and subcontractors in complying with existing labor standards and maintaining harmonious labor relations, and the commitment of contractors to work with minority and women-owned business enterprises pursuant to article 15-A of the executive law through joint ventures or subcontractor relationships. The RSC board shall further require, on any contract in excess of one million dollars for construction, reconstruction, demolition, excavation, rehabilitation, repair, renovation, alteration, or improvement that each contractor and subcontractor shall participate in apprentice training programs in the trades of work it employs that: have been approved for not less than three years by the state department of labor; have graduated at least one apprentice in the last 3 years; have at least one apprentice currently enrolled in such apprentice training program; and have demonstrated that the program has made significant efforts to attract and retain minority apprentices.

§ 10. Program managers.

(a) All contracts entered into by the RSC board for projects undertaken pursuant to this act shall be managed by an independent program manager. The selection of the program manager shall be pursuant to the competitive process established in section eight of this act. The program manager shall have experience in planning, designing, and constructing new and/or reconstructing existing school buildings, public facilities, commercial facilities, and/or infrastructure facilities, and in the negotiation and management of labor contracts and agreements, training programs, educational programs, and physical technological requirements for educational programs. The program manager shall manage all projects undertaken pursuant to this act, review project schedules, review payment schedules, prepare cost estimates and assess the safety programs of contractors and all training programs, if required. The program manager shall implement procedures for verification by it that all work for which payment has been requested has been satisfactorily completed.

(b) The program manager, and its affiliates or subsidiaries, if any, shall be prohibited from awarding contracts or being awarded contracts for, or performing any work on, projects undertaken pursuant to this act.

§ 11. Independent compliance officers.

(a) All contracts entered into by the RSC board for projects undertaken by this act shall be monitored by an independent compliance officer. The compliance officer shall: develop, implement, advertise, promote and

monitor policies and procedures to utilize and provide sufficient MWBE, DBE and skilled minority employment resources participation opportunities to be followed by prime contractors and subcontractors for such projects; review, modify if necessary, and approve the preliminary diversity plan established pursuant to section five of this act; provide technical assistance to potential MWBE and DBE contractors and subcontractors interested in bidding on any such projects; obtain and maintain records and documentation to confirm compliance with any requirements contained in the approved diversity plan, for any such project; identify contractors in non-compliance with any such requirements contained in the approved diversity plan or in violation of any federal, state and local laws, rules or regulations; monitor and report the upward/downward price adjustment and payment amounts to MWBEs and DBEs listed on contractors utilization plan for any such project; develop and work with the RSC board to enforce agreed financial or monetary sanctions for any contractor's non-compliance with the MWBE/DBE utilization master plan.

(b) The independent compliance officer along with the program manager selected to manage any such project shall work jointly to ensure that any requirements contained in the approved diversity plan associated with any project undertaken pursuant to this act are met.

§ 12. Building aid. Notwithstanding any other provision of law, building aid that would otherwise be payable for the school district portion of expenditures for capital outlays and debt service for each project undertaken pursuant to the provisions of this act in accordance with subdivision 6 of section 3602 of the education law, shall be paid to the city.

§ 13. Contracts. Notwithstanding any general, special, or local law or ordinance to the contrary, contracts entered into by the RSC board for projects undertaken pursuant to this act: (a) may be funded by the issuance of certificates of participation issued by the city pursuant to this act; (b) may be installment purchased contracts; and (c) shall be subject to the provisions of section 109-b of the general municipal law, except for paragraph (a) of subdivision 3 of such section, subdivision 5 of such section, and paragraph (c) of subdivision 6 of such section, and except to the extent such section is inconsistent with the provisions of this act. All provisions with reference to installment purchase contracts or certificates of participation contained in section 109-b of the general municipal law, except any prohibition against using such installment purchase contracts or certificates of participation for purposes set forth in this act, shall apply to installment purchase contracts or certificates of participation entered into or issued pursuant to the authority of this section.

§ 14. Operation and maintenance.

(a) Notwithstanding any other provision of any general, special, or local law or provision of this act to the contrary, any project undertaken pursuant to this act shall be operated and maintained by the board of education of the city school

district in the same manner as existing school buildings owned by the city are operated and maintained by such board.

(b) Notwithstanding any other provision of any general, special, or local law to the contrary, any project undertaken pursuant to the provisions of this act shall be exempt from all taxes (including sales and use taxes), special assessments, and special ad valorem levies and from the payment of any and all charges and rents for sewer systems, both while such project is being constructed and during its use by the city school district for school purposes.

§ 15. Review and approval procedures. Nothing in this act shall be construed to exempt a project undertaken pursuant to this act from the review and approval procedures applied to such projects by the state department of education when undertaken by the city school district pursuant to the education law.

§ 16. County of Monroe industrial development agency.

(a) Notwithstanding any limitations contained in article 18-A of the general municipal law, including subdivisions 4, 12 and 13 of section 854 and section 926 of the general municipal law, a project undertaken pursuant to this act shall be a "project" within the definition and for the purposes of subdivision 4 of section 854 of the general municipal law, which may be financed by the county of Monroe industrial development agency, the dormitory authority of the state of New York, or any successor entity thereto. Provided, however, that if a project is financed through the county of Monroe industrial development agency, the agency shall utilize a competitive process for selection of the financial agency that will issue the bonds. In connection with the county of Monroe industrial development agency or the dormitory authority of the state of New York financing the costs of any project undertaken pursuant to this act, the city and the city school district may grant a leasehold or license interest in the project and school building site constituting such project to the county of Monroe industrial development agency or the dormitory authority of the state of New York. All contracts involving any such projects shall be awarded by the RSC board pursuant to the competitive process outlined in section eight of this act and shall comply with the provisions of section nine of this act.

(b) In the event that the city or the city school district shall fail to make a payment in such amount and by such date as is provided to be made by such city or city school district under agreements entered into with the county of Monroe industrial development agency, the dormitory authority of the state of New York, or any successor entity thereto pursuant to paragraph (a) of this section, such entity shall certify to the comptroller. Such certificate shall be in such form as the entity deems desirable, but shall specify the amount by which such payment shall have been deficient. The comptroller, upon receipt of such certificate from the entity, shall withhold such amount from such city or city school district any state and/or school aid payable to such city or city school district to the extent of the amount so



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stated in such certificate as not having been made, and shall immediately pay over to the entity the amount so withheld. Any amount so paid to the entity from such state and/or school aid shall not obligate the state to make, nor entitle the city or the city school district to receive, any additional amounts of state and/or school aid. Nothing contained herein shall be deemed to prevent the state from modifying, reducing or eliminating any program or programs of state and/or school aid; nor shall the state be obligated by the terms hereof to maintain state and/or school aid at any particular level or amount.

§ 17. Clause (a) of subparagraph 5 of paragraph e of subdivision 6 of section 3602 of the education law, as amended by section 17 of part A4 of chapter 58 of the laws of 2006, is amended to read as follows: (a) Calculation of interest rates for the city school districts of the cities of Buffalo, Rochester, Syracuse and Yonkers. (i) By the first day of September of the current year, or by the date prescribed by the commissioner for the two thousand one-two thousand two school year, the chief fiscal officer of each of the cities of Buffalo, Rochester, Syracuse and Yonkers shall provide to the commissioner an analysis, as prescribed by the commissioner, of the actual average interest rate applied to all capital debt incurred by such city related to school construction purposes during the base year not including debt issued by the dormitory authority for the benefit of any school district and of the estimated average interest rate applied to all capital debt to be incurred by such city related to school construction purposes during the current year not including debt issued by the dormitory authority for the benefit of any school district. Such interest rates shall be expressed as a decimal to five places rounded to the nearest eighth of one-one hundredth. Except as otherwise provided in items (ii) [and], (iii) and (iv) of this clause, the interest rate of such city applicable to the base year for the purposes of this subparagraph shall be the actual average interest rate of such city in the base year, and the estimated average interest rate shall be tentatively established as the interest rate of such city applicable to the current year, except that all apportionments of aid payable during the current year based on such estimated average interest rate shall be recalculated in the following year and adjusted as appropriate based on the appropriate actual average interest rate then established pursuant to this clause provided, however, that in any year in which such city has not incurred debt related to serial bonds or sinking fund bonds as defined in sections 21.00 and 22.10, respectively, of the local finance law, issued for school construction purposes, the assumed interest rate calculated pursuant to clause (b) of this subparagraph shall be tentatively established as the interest rate of such city applicable to the projects approved by the commissioner in such year, except that all apportionments of aid payable based on such interest rate for each such project shall be recalculated following the submission of a final cost report for such project and adjusted as appropriate based on the appropriate actual average interest rate applicable to the debt issued to fund such project, and provided further that

where such city has entered into an agreement with the dormitory authority of the state of New York to finance debt related to school construction that is subject to subparagraph four of this paragraph or has entered into an agreement with the dormitory authority of the state of New York for the purpose of financing a school construction project that is subject to subparagraph three of this paragraph, the interest rate applicable to the obligations issued by the dormitory authority of the state of New York for such purpose shall be the interest rate established for such city applicable to such debt. (ii) Notwithstanding the provisions of item (i) of this clause, where such city has entered into an agreement with the state of New York municipal bond bank agency pursuant to subdivision one of section twenty-four hundred thirty-five-a of the public authorities law and subdivision (b) of section sixteen of chapter six hundred five of the laws of two thousand, or an agreement with the Erie county industrial development agency for projects described in subdivision (b) of section sixteen of such chapter six hundred five, to finance debt related to school renovation, rehabilitation or reconstruction that is subject to subparagraph three of this paragraph, the lesser of: (A) the interest rate actually applicable to the obligations issued by the state of New York municipal bond bank agency or by the Erie county industrial development agency for such purpose; or (B) the interest rate that would have been applicable to bonds issued by the state of New York municipal bond bank agency if the project had been financed through such agency, as certified to the commissioner by the executive director of the state of New York municipal bond bank agency, shall be the interest rate established for such city applicable to such debt. (iii) Notwithstanding the provisions of item (i) of this clause, where such city has entered into an agreement with the state of New York municipal bond bank agency pursuant to subdivision one of section twenty-four hundred thirty-five-a of the public authorities law and subdivision (a) of section fourteen of the city of Syracuse and the board of education of the city school district of the city of Syracuse cooperative school reconstruction act, or an agreement with the city of Syracuse industrial development agency for projects authorized pursuant to the city of Syracuse and the board of education of the city school district of the city of Syracuse cooperative school reconstruction act, to finance debt related to school rehabilitation or reconstruction that is subject to subparagraph three of this paragraph, the lesser of: (A) the net interest cost as defined by the commissioner, applicable to the obligations issued by the state of New York municipal bond bank agency or the city of Syracuse industrial development agency for such purpose; or (B) such net interest cost, as defined by the commissioner that would have been applicable to bonds issued by the state of New York municipal bond bank agency if the project had been authorized to be financed and had been financed through such entity, as certified to the commissioner by the executive director of the state of New York municipal bond bank agency shall be the interest rate established for such city applicable to such debt. (iv) Notwithstanding the provisions of item (i) of this clause, where such city or city school district has entered into an agreement with the county of

Monroe industrial development agency or the dormitory authority of the state of New York, for projects authorized pursuant to the city of Rochester and the board of education of the city school district of the city of Rochester school facilities modernization program act, to finance debt related to school rehabilitation or reconstruction that is subject to subparagraph three of this paragraph, the lesser of: (A) the net interest cost, as defined by the commissioner, that would have been applicable to bonds issued by the county of Monroe industrial development agency if the project had been authorized to be financed and had been financed through such entity, as certified to the commissioner by the executive director of the county of Monroe industrial development agency; or (B) such net interest cost, as defined by the commissioner, that would have been applicable to bonds issued by the state of New York dormitory authority if the project had been authorized to be financed and had been financed through such entity, as certified to the commissioner by the executive director of the state of New York dormitory authority shall be the interest rate established for such city applicable to such debt.

§ 18. The opening paragraph of subdivision 6 of section 3602 of the education law, as separately amended by section 2 of part A3 and section 18 of part A4 of chapter 58 of the laws of 2006, is amended to read as follows: Apportionment for capital outlays and debt service for school building purposes. Any apportionment to a school district pursuant to this subdivision shall be based upon base year approved expenditures for capital outlays incurred prior to July first, two thousand one from its general fund, capital fund or reserved funds and current year approved expenditures for debt service, including debt service for refunding bond issues eligible for an apportionment pursuant to paragraph g of this subdivision and lease or other annual payments to the New York city educational construction fund created by article ten of this chapter or the city of Yonkers educational construction fund created by article ten-B of this chapter which have been pledged to secure the payment of bonds, notes or other obligations issued by the fund to finance the construction, acquisition, reconstruction, rehabilitation or improvement of the school portion of combined occupancy structures, or for lease or other annual payments to the New York state urban development corporation created by chapter one hundred seventy-four of the laws of nineteen hundred sixty-eight, pursuant to agreement between such school district and such corporation relating to the construction, acquisition, reconstruction, rehabilitation or improvement of any school building, or for annual payments to the dormitory authority pursuant to any lease, sublease or other agreement relating to the financing, refinancing, acquisition, design, construction, reconstruction, rehabilitation, improvement, furnishing and equipping of, or otherwise provide for school district capital facilities or school district capital equipment made under the provisions of section sixteen hundred eighty of the public authorities law, or for annual payments pursuant to any lease, sublease or other agreement relating to the financing, refinancing, acquisition, design,



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construction, reconstruction, rehabilitation, improvement, furnishing and equipping of, or otherwise providing for educational facilities of a city school district under the provisions of section sixteen of chapter six hundred five of the laws of two thousand, or for payments, pursuant to any assignment authorized by section twenty-seven hundred ninety-nine of the public authorities law, of debt service in furtherance of funding the five-year educational facilities capital plan of the city of New York school district or related debt service costs and expenses as set forth in such section, for annual payments pursuant to any lease, sublease or other agreement relating to the financing, refinancing, design, reconstruction, rehabilitation, improvement, furnishing and equipping of, or otherwise providing for projects authorized pursuant to the city of Syracuse and the board of education of the city school district of the city of Syracuse cooperative school reconstruction act, for annual payments pursuant to any lease, sublease or other agreement relating to the financing, refinancing, design, reconstruction, rehabilitation, improvement, furnishing and equipping of, or otherwise providing for projects authorized pursuant to the city of Rochester and the board of education of the city school district of the city of Rochester school facilities modernization program act, or for lease, lease-purchase or other annual payments to another school district or person, partnership or corporation pursuant to an agreement made under the provisions of section four hundred three-b, subdivision eight of section twenty-five hundred three, or subdivision six of section twenty-five hundred fifty-four of this chapter, provided that the apportionment for such lease or other annual payments under the provisions of section four hundred three-b, subdivision eight of section twenty-five hundred three, or subdivision six of section twenty-five hundred fifty-four of this chapter, other than payments under a lease-purchase agreement or an equivalent agreement, shall be based upon approved expenditures in the current year. Approved expenditures for capital outlays from a school district's general fund, capital fund or reserved funds that are incurred on or after July first, two thousand two, and are not aidable pursuant to subdivision six-f of this section, shall be aidable as debt service under an assumed amortization established pursuant to paragraphs e and j of this subdivision. In any such case approved expenditures shall be only for new construction, reconstruction, purchase of existing structures, for site purchase and improvement, for new garages, for original equipment, furnishings, machinery, or apparatus, and for professional fees and other costs incidental to such construction or reconstruction, or purchase of existing structures. In the case of a lease or lease-purchase agreement entered pursuant to section four hundred three-b, subdivision eight of section twenty-five hundred three or subdivision six of section twenty-five

hundred fifty-four of this chapter, approved expenditures for the lease or other annual payments shall not include the costs of heat, electricity, water or other utilities or the costs of operation or maintenance of the leased facility. An apportionment shall be available pursuant to this subdivision for construction, reconstruction, rehabilitation or improvement in a building, or portion thereof, being leased by a school district only if the lease is for a term of at least ten years subsequent to the date of the general construction contract for such construction, reconstruction, rehabilitation or improvement. Each school district shall prepare a five year capital facilities plan, pursuant to regulations developed by the commissioner for such purpose, provided that in the case of a city school district in a city having a population of one million inhabitants or more, such facilities plan shall comply with the provisions of section twenty-five hundred ninety-p of this chapter and this subdivision. Such plan shall include, but not be limited to, a building inventory, and estimated expense of facility needs, for new construction, additions, alterations, reconstruction, major repairs, energy consumption and maintenance by school building, as appropriate. Such five year plan shall include a priority ranking of projects and shall be amended if necessary to reflect subsequent on-site evaluations of facilities conducted by state supported contractors.

§ 19. Paragraph (b) of subdivision 2 of section 1676 of the public authorities law is amended by adding a new undesignated paragraph to read as follows:

The Rochester school construction board for the financing of projects authorized pursuant to the city of Rochester and the board of education of the city school district of the city of Rochester school facilities modernization program act.

§ 20. Subdivision 1 of section 1680 of the public authorities law is amended by adding a new undesignated paragraph to read as follows:

The Rochester school construction board for the financing of projects authorized pursuant to the city of Rochester and the board of education of the city school district of the city of Rochester school facilities modernization program act.

§ 21. Reporting requirements. On June 30, 2008 and annually thereafter, until completion of the 13 projects authorized pursuant to this act, the RSC board shall issue a report to the governor, the comptroller, the commissioner, the temporary president of the senate, the speaker of the assembly, the city, the city council and the city school district on the progress and status of the projects undertaken by the RSC board. Provided

further, that if any such entities request information on the progress and status of the projects prior to such report, it shall be provided to such entities by the RSC board. In addition, on or before June 30, 2016, or upon completion of the 13 projects authorized pursuant to this act, whichever shall first occur, the RSC board shall issue a report to the city, the city school district, the governor, the commissioner, the comptroller, the temporary president of the senate, the speaker of the assembly, the minority leader of the senate, the minority leader of the assembly, the state board of regents, and the chairs and ranking minority members of the New York state senate and assembly committees on education, the finance committee of the New York state senate, and the ways and means committee of the New York state assembly. Such report shall identify the fiscal and pedagogical results of the projects undertaken pursuant to this act, along with recommendations for its continuance, amendments, or discontinuance.

§ 22. Separability. Insofar as the provisions of this act are inconsistent with the provisions of any other law, general, special, or local, or of the city charter or an ordinance or resolution of the city, or any rule or regulation, the provisions of this act shall be controlling, provided that nothing contained in this act shall be held to supplement or otherwise expand the powers or duties of the city or the city school district except as specified herein.

§ 23. Severability. If any clause, sentence, paragraph, subdivision, section or part of this act shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part thereof directly involved in the controversy in which such judgment shall have been rendered.

§ 24. This act shall take effect immediately.

The Legislature of the STATE OF NEW YORK ss:

Pursuant to the authority vested in us by section 70-b of the Public Officers Law, we hereby jointly certify that this slip copy of this session law was printed under our direction and, in accordance with such section, is entitled to be read into evidence.

JOSEPH L. BRUNO
Temporary President of the Senate

SHELDON SILVER
Speaker of the Assembly



Comprehensive School Facilities Modernization Plan for Rochester City Schools

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT (the "Agreement") is made as of the date last executed by the City of Rochester, 30 Church Street, Rochester, New York (the "City"), the Rochester City School District, 131 West Broad Street, Rochester, New York (the "School District") and the Rochester Joint Schools Construction Board, 690 St. Paul Street, Rochester, New York (the "RJSCB").

WITNESSETH:

WHEREAS, the State Legislature enacted the City of Rochester and the Board of Education of the City School District of the City of Rochester School Facilities Modernization Program Act, Chapter 416 of the Laws of 2007 of the State of New York (the "Act") in order to provide the City and School District with increased flexibility to meet the needs of its school children by providing alternative financing mechanisms for up to thirteen "projects" (as defined in the Act) in the School District (collectively, the "FMP projects"); and

WHEREAS, the Act creates the RJSCB and designates the RJSCB as agent for the City, the School District, or both to undertake such FMP projects on behalf of the City and the School District; and

WHEREAS, the Act authorizes the RJSCB to enter into a cooperative agreement with the City and the School District to carry out the purposes of the Act, including, but not limited to, development of a comprehensive school facilities modernization plan (the "FMP") relating to the FMP projects; and

WHEREAS, the parties wish to enter into this Agreement in order to clarify, among other things, the agency arrangement and the delegation of authority between the City and the School District, on the one hand, and the RJSCB, on the other, as well as their respective obligations and expectations to achieve the purposes of the Act;

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

1. The City is authorized to enter this Agreement pursuant to Rochester City Council Ordinance ~~2010-8~~ of the School District is so authorized under Board of Education Resolution No. 2009-2010: 510, and the RJSCB is so authorized pursuant to Resolution ~~2009-10~~ and the Act.
2. The RJSCB hereby acknowledges and agrees that it shall act as the agent of the City and the School District and that the scope of this agency relationship is defined under and limited to the powers expressly provided by the Act and this Agreement, as this Agreement may be amended or supplemented from time to time.
3. The RJSCB, in collaboration with the School District, the City and the RJSCB's "program manager" (as defined in the Act), shall develop the FMP in accordance with the Act prior to the RJSCB's submission of the FMP to the State

Handwritten initials and signatures: KB, pb, D, 1/21/10, JRE

Comptroller. Every FMP project undertaken by the RJSCB shall be operated and maintained by the School District in the same manner as all other school facilities of the School District.

4. Subject to the provisions of paragraph 3 above and paragraph 5 below, the parties hereby acknowledge and agree that contracts relating to (i) the issuance and sale of bonds, notes and other obligations to finance FMP projects undertaken by the RJSCB, or (ii) the construction, renovation, rehabilitation, and equipping of FMP projects undertaken by the RJSCB for which the costs to be incurred thereunder will be paid or reimbursed from the proceeds of such bonds, notes or other obligations (collectively, "Financing and Construction Contracts"), may be entered into by the RJSCB without the prior approval of the School District. Contractual obligations entered into by the RJSCB for start-up and administrative costs that do not constitute Financing and Construction Contracts ("Other Contracts") may only be entered into with prior written approval of the School District. The parties agree that the Other Contracts shall (i) set forth the agency relationship of the RJSCB to the City and the School District and (ii) condition their validity and enforceability upon their execution by the School District or the provision of other evidence of the School District's written approval. In addition, the parties hereby agree that all Financing and Construction Contracts shall (i) set forth the agency relationship of the RJSCB to the City and the School District, and (ii) include the statement contained in paragraph 9.

Moreover, at the School District's discretion, in lieu of written pre-approval of Other Contracts, the School District may advance monies to the RJSCB for necessary start-up and administrative costs. An accounting of all expenditures made by the RJSCB which relate to such advances shall be provided by the RJSCB to the School District within ten days following the end of each calendar month.

All RJSCB capital expenditures shall be for FMP project expenditures authorized pursuant to the Act and applicable New York State Education Laws and regulations, and contemplated by the FMP and this Agreement. The School District shall have the right to audit all expenditures incurred in connection with Financing and Construction Contracts as well as Other Contracts upon 15 days notice to the RJSCB and the RJSCB shall provide the School District written quarterly reports of such expenditures within 30 days of the end of each calendar quarter.

5. Under no circumstances shall the RJSCB undertake any FMP project with a "local share" (defined as a cost that is not: (a) reimbursed out of New York State building aid or other State aid specially designed for such purpose, or (b) contractually payable by a party other than the School District) without the express written approval of the School District. The RJSCB and School District will identify jointly other private and public sources of funding FMP projects. The RJSCB shall use any available private and public sources before seeking financial contributions from the School District for local share. The parties



Comprehensive School Facilities Modernization Plan for Rochester City Schools

acknowledge that they shall develop a process to address issues that may emerge regarding the incurrence of local share financial obligations.

6. The School District, City and the RJSCB may partner to maximize FMP resources and promote efficiency and coordination in their ongoing effort to modernize and improve school facilities. As such, the City, School District and RJSCB hereby agree, that to the maximum extent possible, in-kind resources and expertise of the School District (including, among others departments, Administration and Operations, Facilities, Engineering, Architecture, Finance/Accounting, Purchasing and Legal) may be utilized. Consistent with the principles and understandings contained in this Agreement, a written coordination plan relating to the FMP Program shall be developed between the School District and the RJSCB and used in connection with each phase of FMP projects undertaken by the RJSCB.
7. The School District will provide input to the RJSCB on the RJSCB's selection and evaluation of the Program Manager.
8. Subject to the provisions of the Act, the RJSCB Program Manager shall manage all contracts duly entered into by the RJSCB, and shall provide executed copies of each contract promptly to the School District.
9. The City shall not be obligated, directly or indirectly, to provide funding for FMP projects or be legally obligated for the payment of debt service on any bonds, notes or other obligations issued to finance any FMP project, including, specifically, any local share obligation related thereto. The City hereby agrees to promptly pay over or assign to a bond trustee for any bonds, notes or other obligations issued to finance one or more FMP projects undertaken by the RJSCB, all State Building Aid or other designated State aid received for or attributable to any such FMP projects. A statement setting forth these understandings shall be included in any bond indenture or bond resolution, in any bond, note or other obligation issued to finance the cost of any FMP project undertaken by the RJSCB and in any disclosure document related to the offering of such bonds, notes or other obligations. From time to time, the School District may approve and contribute School District moneys, grants, and other financial resources to assist the RJSCB to pay for a local share of FMP projects. The provisions of this Agreement, including the limitation contained in this paragraph, are not intended to apply to any capital project that is outside the scope of the FMP and undertaken by the School District independently or jointly undertaken between the City and the School District.
10. The RJSCB, along with the program manager, will work with the School District to determine and utilize the appropriate standards and practices as they pertain to health, safety, construction and design to be used on the FMP projects.
11. This Agreement is made solely for the benefit of the City, the School District and the RJSCB, as agent of the City and School District, and no other person shall have any rights or claims hereunder or by virtue hereof.

12. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all shall together constitute one and the same instrument.


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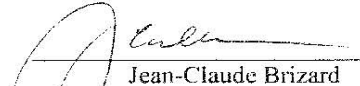


Comprehensive School Facilities Modernization Plan for Rochester City Schools


SIGNATURE PAGE TO THE COOPERATIVE AGREEMENT


IN WITNESS WHEREOF, the undersigned have caused this Cooperative Agreement to be executed as of the date of execution by all parties hereto.


Robert J. Duffy
Mayor
City of Rochester
2-22-10
Date


Jean-Claude Brizard
Superintendent
Rochester City School District
1/27/10
Date


Kenneth Bell
Chairperson
Rochester Joint Schools
Construction Board
1/29/10
Date


Lovely Warren
President
Rochester City Council
2/16/10
Date


Malik Evans
President
Rochester Board of Education
1/28/10
Date



Summary of Public Comments

The Rochester Schools Modernization Program held four Public Meetings (one in each Quadrant of the City) during September and October pursuant to the Legislation's Section 5. This section states that "the RSC board shall hold as many public hearings as may be necessary to ensure sufficient public input and allow for significant public discussion on school building needs in such city, with at least one hearing to be held in each neighborhood potentially impacted by a proposed project." At the end of each meeting, the Program Team held a Question and Answer segment where many topics were brought up by the public. The main topics discussed were minority participation and a Diversity Plan, selection process and program procedures, energy efficiency considerations, and the financial bearing of the Modernization Program.

The following questions were raised at the first public meeting held on Monday, September 20, 2010.

Q: How will the community be involved in selecting those 13 projects?

A: Through the information sessions tonight, September 22 and 28, and October 12. You can also submit comments at the website, <http://rsmfp.gilbaneca.com> or via email: rsmfpinfo@gilbaneca.com.

Q: Will there be a project labor agreement?

A: The statute provides the opportunity for a Project Labor Agreement. Discussions on a PLA are several months away.

Q: If the plan does not go as planned, will the money be lost?

A: Funding for the program will be borrowed through the sale of bonds; there is not a dedicated funding stream that could be taken away.

Q: How will minority participation be determined?

A: The RJSCB, the District, and the City are committed to significant minority participation in the Program. The statute requires that the Program Manager and an Independent Compliance Officer develop a Diversity Plan to address participation and other issues. Minority

participation has been and will continue to be a consideration in the professional services contracts authorized by the RJSCB. Additionally, 40 percent of the Program Management services are being provided by a 100 percent African-American owned firm, Savin Engineers, P. C.

Q: Who will determine the African American participation rates?

A: Percentage goals will be determined through the Diversity Plan.

Q: Will the Diversity Plan be discussed with the public?

A: Yes and those meetings will be advertised.

Q: Who is the Independent Compliance Officer?

A: Windell Gray of Landon & Rian Associates. Per the statute, he is a non-voting member of the RJSCB.

Q: What were the participation rates in New Haven, Syracuse and Albany?

A:

	Minority Workforce		MWBE & SBE	
	Goal	Achieved	Goal	Achieved
Buffalo	23	21	30	47
Syracuse	10	11	15	22 MBE, 38 WBE
New Haven	25	30	10 SBE	11 SBE, 7 MWBE
Albany	20	20	20	20

Q: Can parts of the work get started any earlier – 2011?

A: If there are small projects that are already part of the District's Capital Improvement Program, they might be able to start in 2011, but only if those projects are included in Phase 1 of the Rochester Schools Modernization Program.

Q: Can parts of the work get started any earlier – 2011?

A: If there are small projects that are already part of the District's Capital Improvement Program, they might be able to start in 2011, but only if those projects are included in Phase 1 of the Rochester Schools Modernization Program.

Q: What is the selection criteria for Phase 1 projects?

A: Potential projects will be rated on: how the building and its site fit the District's program needs; each building's current condition and renovation feasibility; and financial considerations. The Program Manager's charge is to develop a program that reflects the educational objectives of the District, maximizes New York State funding, minimizes local funding, and follows the stipulations in the statute authorizing the program.

Q: Is it a possibility that projects completed in Phase 1 could be identified for closure in Phase 2 or 3?

A: No. Projects in Phase 1 will have a useful lifespan of 50 or more years.

The following questions were raised at the second of the four planned public meetings. This meeting was held on Wednesday, September 22, 2010.

Q: Because the project is long term – how or what are the ways you are determining the student population?

A: A demographer within the district has been working with the numbers and also using historical data and demographics of the city. We will use this information to repurpose buildings to operate efficiently for the student population.

Q: What schools are to be demolished? How soon? Where will the new buildings be built?

A: Demolition is not projected to be part of Phase I. Phase I will renovate existing structures and repurpose buildings, including grade configuration



changes. The building selection is to be done by looking at multiple factors: the building, its adequacy, site location, function, condition, age, and infrastructure. We will be looking at approximately 20 factors, and with public input we will do our best to pick the most valuable schools for this Program. There will also be no demolition short term as all schools will be needed for swing space while renovations are done. The overall objective is to find the right size for the district.

Q: Where does Pre-K fit into the new grade configurations?

A: Not all elementary schools have Pre-Kindergarten now. The City School District is not the only entity that offers Pre-K services within the community. There are many community-based organizations that offer Pre-K. The District will continue to work in partnership with the community-based organizations to ensure that there are adequate seats for all pre-kindergarten students.

Q: How will the K-12 school (58) be structured? Will there be separate entrances/buildings for the grade school students and the high school students? As a parent I would not be comfortable sending my kindergartener or first grader to a school where there will be influential middle and high school students.

A: We recognize that a School 58 K-12 structure is not for everyone. We are offering parents a “portfolio” of schools to choose from that meets the needs of their students and School 58 is part of that. The request for the new School 58 structure came from the community -- including students, parents, and teachers. It was not decided from the top down. School 58 is an Expeditionary Learning School and was recently named a national Blue Ribbon School.

Q: Will CHPS guidelines be followed?

A: We would like to achieve compliance with the Collaborative for High Performing Schools (CHPS) within design and budget guidelines. The Rochester City School District has already made many energy upgrades within the last five years.

Q: What provisions will be made to ensure that energy-efficient design and equipment will be included in the design, construction and operation of the “modernized” RCSD facilities? How can NYSERDA help with this effort?

A: NYSERDA (New York State Energy Research and Development Authority) will be involved. An energy audit contract of all schools has been approved and the District has had involvement with NYSERDA before. We will work with professionals to follow standards and evaluate our schools within the CHPS, Leadership in Energy and Environmental Design (LEED), etc. standards.

Q: The justification for modernization was, in part, based on the age of our buildings. With none being replaced, will the age of modernized buildings be “reset” to modernization date?

A: The clock would reset, but even more to the point, the Program will modernize buildings to reflect current and future educational standards, help add useful years to the buildings, and – over the 20-year life of the program – remove the buildings that are diverting operating funds to maintenance on a regular basis.

Q: How will the project financial status affect RCSD educators and staff?

A: The program will be designed to have little to no impact on the financial stability of the Rochester City School District.

Q: This original intent of this legislation was to ensure that those schools that were in serious need of renovation would have priority, i.e. 22 and 36. Unfortunately I do not have the confidence that community impact is listened to.

A: We will be looking at all the schools and will attempt to characterize them based on value, economic investment, impact on residents, students and the whole community. It is more than cost. This is where community feedback comes into play. However, it does not make sense financially or educationally to continue to “patch” buildings that have troubled structural or code issues.

Q: This program has been underway for several years. There was a list of 13 schools already identified about a year and a half ago. How will you prevent further delays and redundancy (as this is taxpayer funded)?

A: The original list of 13 schools was developed in 2007, prior to approval of the Legislation. The RJSCB and the Program Manager are charged with developing a draft master plan that is driven by academic needs, rather than strictly facilities needs, and in conjunction with what New York State will approve. We acknowledge the unavoidable delays resulting from administrative changes and compliance with the Statute.

Q: The District is phasing out and closing some schools and opening others. How does this impact the program? It seems like you could have conflicting criteria?

A: No schools will be phased out right away – we will repurpose buildings to accommodate space and educational needs. Schools will also be needed for swing space. The academic conversation will lead the facility conversation. We will use each building to support the academic achievement goals forwarded through the Strategic Plan. The facilities master plan will eliminate conflict and look at the best of both worlds to fit the District’s needs.

The following questions were raised at the third of the four public meetings scheduled. It was held on Tuesday, September 28, 2010.

Q: What process will be used to introduce Rochester-based M/WBE Companies to the project and how will their potential involvement be solicited?

A: Most companies are certified by the Empire State Development Corp., which maintains a list that we can access. We will also solicit through the faith community and by word of mouth. We will be meeting with anyone who is interested and attempt to build relationships -- such as introducing larger contractors to these M/WBE companies.



Q: Are you looking at potential opportunities to create more Ryan Center-type models in the Modernization Plan?

A: Absolutely.

Q: Green buildings provide a learning environment that is healthy and energy efficient. How green is your plan for Rochester schools?

A: We will use the Collaborative for High Performing Schools (CHPS) guidelines during design.

Q: Have the specific schools to be modernized been selected? How are the urban redevelopment issues being addressed? Are city urban planners being included?

A: The schools have not been selected. We are taking into consideration the City of Rochester's Focused Investment Strategies as we develop the Program, and the City of Rochester is a partner.

Q: Is there/will there be an M/WBE utilization requirement on this project and/or a labor philosophy initiative?

A: M/WBE (business) and Equal Employment Opportunity (workforce) goals are being developed. The Statute does allow for a Project Labor Agreement to be negotiated.

Q: Please elaborate on the point: "Extensive community outreach will be reflected in the diversity initiative." Who will be approached? What kind of input is being sought?

A: We will approach community groups, churches, agencies and other community representatives.

Q: Will the master plan be presented to the school board for their approval? What is the involvement of the principals in regard to the master plan? If a school is organized in a way that supports its educational program, will they be made to change their grade configuration?

A: The draft Master Plan will be presented to the community in a series of meetings in November and December, then to the Board of Education for review. The principals, along with many others, will be part of the large

table discussion regarding design. For example, the School 58 expansion came from parents, students, teachers and the principal. As far as educational programs – yes and no – there will be very few deviations from the model K – 8 and 9 – 12 programs.

The following questions were raised at the last of the four public meetings scheduled. It was held on Tuesday, October 12, 2010.

Q: Will you be closing programs, and what criteria will be used to determine schools to close?

A: The RSMP will not be shutting down programs. The RSMP is being driven by the District's educational needs and objectives; the RSMP will support those objectives by providing the appropriate facilities based on enrollment and other data.

Q: How does funding/assistance received from NYSERDA figure into State Aid calculations; does it "take-away" from or "add-to" the total?

A: It can add to the total. NYSERDA is a grant fund opportunity that typically covers a portion or percentage of a project, and adds to the total dollars received for assistance without increasing the required borrowing. The District is always investigating any additional sources of aid or incentives via City, County, State, Federal government programs, etc. In addition, we are currently carrying out a jointly funded (i.e. 50/50 with NYSERDA) evaluation of new grant funding opportunities on the buildings that could assist with program funding.

Q: Is this the CIP (Capital Improvement Plan)? If not, what's the CIP dollar amount?

A: This is not the CIP. The CIP is not part of the Rochester Schools Modernization Program. The CIP is the District's annual maintenance program. The District spends about \$10-15 million per year on buildings annually through the CIP. The RSMP and CIP are related only in the sense that if a building is scheduled for annual maintenance but becomes part of Phase I then the work will be removed from the CIP and be included in the RSMP Phase 1 work.



Summary of Public Comments

The Rochester Schools Modernization Program held three Public Meetings during December as follow up to the October and November meetings and pursuant to the Legislation's Section 5. This section states that "the RSC board shall hold as many public hearings as may be necessary to ensure sufficient public input and allow for significant public discussion on school building needs in such city, with at least one hearing to be held in each neighborhood potentially impacted by a proposed project." These meetings took place after the Draft Master Plan was published. At the end of each meeting, the Program Team held a Question and Answer segment where many topics were brought up by the public.

The following questions were raised at the first follow-up public meeting held on Tuesday, December 7, 2010.

Q: What happens with a child with IEPs (Individual Education Plans) if these school buildings are no longer available?

A: There will be a Placement Plan for all students, including those with IEPs.

Q: Will there be an upgrade of technology or just infrastructure in the program?

A: There is an \$8 million technology upgrade included in the plan.

Q: Why not rent space for swing space instead of disrupting schools?

A: The District cannot afford to lease new space when it has buildings operating under capacity already.

Q: Will transportation be provided for the students being displaced?

A: Yes.

Q: Both 2 and 6 schools are in poverty stricken neighborhoods. Will students be treated fairly in neighborhoods that are not their own?

A: The District already uses a School of Choice model rather than a neighborhood schools model, and many, many students choose to attend schools outside of their neighborhoods.

Q: Why is the State targeting closing School 6?

A: The State is not targeting School 6. The program at School 6 was selected for closure based on a number of factors, including low enrollment, low selection, and mixed academic results.

Q: Why take away something in our community that we've worked on so hard?

A: There is low demand for the schools and we must right-size the District in order to focus shrinking resources on our core mission of teaching and learning.

Q: Is the intention to build specific school for special needs students and to train teachers?

A: We will address the needs of special needs students in schools throughout the District. The funding for the Rochester Schools Modernization Program is for facilities upgrades; it cannot be used for teacher training.

Q: Why close East? Other schools also have low enrollment, low demands, and underutilized spaces.

A: East is not closing.

Q: Buildings do not teach kids. What guarantee that the renovations will improve student performance?

A: Teachers teach students. There is no guarantee, but modernizing our buildings will decrease operating/maintenance expenses, allowing us to focus on our core mission of teaching and learning.

Q: Montessori at Franklin needs a home. Not part of Master Plan?

A: It will have a home. There are ongoing CIP projects there that are paralleling Phase 1.

Q: Although excited about the program, School 12 parents are concerned about not engaging and consulting parents, staff, etc.

A: There will be design meetings to follow and the setup of an Advisory Committee which will incorporate people at all levels: parents, staff, etc.

Q: Why not put money back into neighborhoods where schools are closing?

A: New York State will only reimburse for classrooms. Other sources of funding/partnerships are being explored for neighborhood re-investment.

Q: Focus is placed on state of the art facilities. No mention of children and teachers while talking about building renovation.

A: Children, teachers and their parents are the driving force behind the modernization program.

Q: Why not bring students from schools that are crowded to school 2?

A: The District does not support forced busing.

Q: World of Inquiry 58 – Does plan account for expeditionary learning program?

A: Yes.

Q: Considered class size and management of population as you transition Wilson Commencement from 9-12 classrooms?

A: Yes all of those things are more were considered.

Q: Blessed Sacrament as swing space? Is it considered? It is an empty Catholic School.

A: The District cannot lease additional space when it is already operating under capacity.

Q: What is the schedule? How will project be bid and awarded? Separate or one lump sum contract.

A: We expect that six projects will be out in April of 2011 for design and six in 2012.

Q: School 5 – large variety of languages spoken in the city. What efforts for translation do you have?

A: We need to do more for translation because there is an influx of languages – about 35 and growing. It is a challenge to find resources.



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Q: What about programs in school 2 that are not available in other schools.

A: The programs will be accommodated and moved accordingly.

Q: Have you considered the social relationship students developed with peers and staff until you phase out and close schools 2 and 6?

A: Yes. Students and their families will be supported through this process.

Q: School 2 is working fine, test scores improving the last 4 years. Why close it?

A: It has improved but the bar is very low – it still has a long way to go. The special needs percentage (90%) makes it difficult to be a successful platform for academic achievement.

Q: When you move Montessori is our school going to be our own?

A: We are working on it.

Q: Will some of our students be able to gain skills from the construction process?

A: Students, for example at Bob Brown School of Construction, will gain experience, jobs and business opportunities from this Program.

Q: Many classrooms in school 5 have been fitted with Smart Boards. Will the smartboards move to the swing space with us?

A: Yes, they will be moved to swing space.

Q: When is K-8 plan scheduled to be implemented?

A: Some schools are already transitioning.

Q: Where can we find additional info for the program?

A: You can find additional information at our Program's website: www.rsmg.gilbaneco.com or contact us at: rsmginfo@gilbaneco.com.

Q: The City just shut down 2 school buildings (high schools), why not use them for swing space?

A: They're not conducive for elementary classroom use at this time.

Q: School 12 Gym too small to accommodate Phys Ed classes. How will sports be done in an already busy building?

A: We will work with the building stakeholders regarding how the K-8 model will provide more flexibility regarding scheduling.

Q: School 2 – More Special Ed compared to other schools. Why are we being punished?

A: School 2 is not being punished. The staff there works very hard.

Q: Public process missed a bit. The first 3 hearings were not communicated properly.

A: The first four public information sessions were announced in a press release distributed to the RCSD communications distribution list as well as on the RJSCB's website and the RSMP website.

Q: What is the plan for teachers in schools to be closed?

A: They will be offered positions elsewhere in the District through a thorough process.

Q: Supt – you say that you're not a big proponent of large schools. What is proposed average student/teacher ratio?

A: We have maximum requirements for student/teacher ratios in our contract with the Rochester Teachers Association that for the most part we never reach.

Q: What is option if this swing space plan is not approved?

A: We believe that other options will cost more money, reduce the amount of work that can be done, and take far longer.

Q: There is so much money going into renovating schools, what about spending money for other programs for kids with home problems.

A: We are trying to provide the best opportunities we can for our students to learn.

Q: Schools 2 and 6 – Will the buildings be available for other programs?

A: Following their use as swing space that will be up to the District.

Q: Who else will be at Marshall aside from 12?

A: The remaining Marshall students.

Q: Why not fix the existing environment where the kids learn since we cannot fix where they live?

A: We are trying to provide the best learning environment we can.

Q: What would be on the table for the design meetings with staff and parents?

A: Everything, within the established budgets.

Q: Why not repair buildings that are 40 yrs instead of repairing much older buildings such as 60+ years?

A: It is often the case that older buildings have stood the test of time better than newer buildings.

Q: How much does it cost to transport students?

A: Yellow/Elementary is about \$1,200 - \$1,400 per year. RTS/Secondary is about \$800 - \$900 per year.

Q: What % of parents responded to the survey (choices of schools). How many parents asked to be transferred out of school #2?

A: We do not have that data at hand.

Q: Is using the cards the best way to ask questions?

A: It is the way we can ensure that everyone has an opportunity to ask a question and it provides a written record.

Q: When will the other schools be addressed in phase 2 and phase 3?

A: We hope to have legislation that will allow phase 2 to start before the conclusion of phase 1 and the same with phase 3.

Q: Will any of the \$325M be used to provide training for special ed kids?

A: No. It cannot be used for that.

Q: Will you buy books and computers with this money?

A: We cannot do that.



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Q: How will you engage School 6 parents to be “team players” once you close the school?

A: We hope they will want to be as active in the new schools of their children as they are now.

Q: Will the District also invest money in teachers as well as facilities?

A: The District will continue to invest in its staff.

The following questions were raised at the second follow-up public meeting held on Thursday, December 9, 2010.

Q: School No. 2 has the Rochester Roots Program there. Are you planning on shutting it down – what happens to that project?

A: We will be working together with the District and teachers to keep special programs going.

Q: Are you going to post all questions or are you going to pick and choose which questions to post?

A: All questions will be posted in the Q&A/FAQ section on <http://rsmp.gilbaneco.com> and to www.rcsdk12.org/rsmp. All questions will also be submitted to the New York State Education Department.

Q: School No. 2 has many walkers. You say transportation won't be a problem so where are you sending those students from Nos. 2 and 6 so that they won't need to take a bus?

A: This plan is still in the works. The keyword is that this is a draft. We present what we feel is reasonable, and then the Board of Education will make a decision on behalf of the public. We have done phase-outs before. We have about 15 months to work out the details.

Q: Gilbane: In your experience, what does the data reveal regarding new facilities and academic success?

A: Academic success is tied to a combination of good people, programs, and facilities that both accommodate and attract these important elements to the process. New facilities are not any guarantee of academic success but we have seen them as a visible statement about commitment

to academic improvement. In a coordinated program that addresses the people and program needs along with the facility improvements, we have seen a discernible positive effect on academic success.

Q: School No. 2 is in the top 5 in Science and has been a school in good standing since 2005. Why would you close this school when there are 30 other schools in need of improvement?

A: Everyone acknowledges that School 2 staff has worked hard. The program was selected based on many factors, including academic achievement.

Q: What is the plan for Nos. 2 and 6 during the 5 years between Phase 1 and Phase 2? Will they just be empty or will they be used by other schools or the District during that time?

A: When the buildings are no longer being used as swing space it will be up to the District to decide whether to renovate them for re-use by other programs.

Q: If you feel the K-8, 9-12 grade structure works the best, then why not make School Nos. 2 and 6 K-8 schools instead of bringing in an entirely new school?

A: We have under-capacity, declining enrollment, etc. We need to be fiscally responsible with taxpayer money. The way we are using the building does not work in our opinion.

Q: I have a Grandchild in Preschool. Since you don't plan to take our school from the community until 2012, why not let the Kindergarteners stay with their older brothers and sisters? Let them go to the school for the next 2 years or you'll have more empty rooms.

A: We're 15 months prior to the transition. We do not have all the answers, we need input. Specifics on how we roll this out will come in the months to come. We will try to honor keeping the siblings together as we have done in the past working with individual families.

Q: Is it best practice in teaching to move thousands of kids back and forth between facilities? How is this projected to impact test scores and graduation rates in the upcoming years?

A: We have done this before, we do have mobility in our district; but the transition piece is temporary and there will be a support system as we work with families.

Q: I am perplexed as to why no one was consulted regarding the closing of School No. 6? (Administrators, teachers, parents, and other staff had ZERO input).

A: The PM and District worked arduously to come up with this draft. The RSMP team also had four meetings in October and November prior to the draft. We've been asking all along for input on the process, etc. Only the Board of Education can make the decision about closing schools. It is a personal topic, and we understand the emotions, but the final decision has not been made. Board of Education will discuss these issues at next meeting on December 16, 2010.

Q: You mentioned “tight lots” many times. School No. 2 has a good lot, so why not improve our school where there isn't the problem of a tight lot?

A: School 2 can eventually be renovated to accommodate a three-strand K-8 model if the district needs that capacity.

Q: School Nos. 2 and 6 have built community based partnerships to provide multiple support programs on-site. Were the designers of this project aware of those? Were the needs of the population being served considered?

A: Yes and yes. Partnerships build relationships with staff members there. We will continue to tap into community resources within our buildings.

Q: How many local construction jobs will be created?

A: On-site employment will be about 125 the first year and growing from there over the 5 years, not including off-site jobs such as suppliers, administrators, etc.

Q: If you have too much space, why did you move Central Office staff to 690 St. Paul and keep Central Office open? Couldn't you just use Central Office as swing space?

A: We have been forbidden to use 690 St. Paul as swing space for students. Central office is large, but we would need to do a substantial amount of work to prepare the building for student instruction.



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Q: Can't the people at 690 St. Paul be moved to the Hart Street location, then St. Paul could be used as swing space again?

A: We have been forbidden to use 690 St. Paul as swing space for students.

Q: Entire schools will need bussing to be transported to a swing school. Where does the money for that transportation come from?

A: We don't expect to see significant increase in transportation costs. The same amount of kids will need transportation during and after implementation of FMP. Our contract with First Student will not be modified to accommodate the relocation of kids. We will move K-8 to yellow buses as we move forward.

Q: The RCSD currently rents the former Sacred Heart Cathedral School for the Flower City School No. 54. Can the RCSD rent out other closed City Catholic Schools for swing space? St. Stanislaus, Annunciation, St. Andrews, Our Lady of Perpetual Help, Holy Rosary and St. Michaels school buildings are all available.

A: The key word is rent. The fiscal condition is dire in the State. We went through a painful budget process. There is no money to pay for additional rent. We do not have the money. The City owns the buildings and we operate them. We utilize assets that are available, but avoid at all costs to add to our debt.

Q: Why are you closing a school in good standing (School No. 2) and moving two schools that are "in need of improvement" into that space?

A: Everyone acknowledges that School 2 staff has worked hard. The program was selected based on many factors, including academic achievement.

Q: How would this plan be impacted if the Superintendent leaves or gets fired?

A: Question not addressed.

Q: Consolidation means combining so why not combine the two schools you are trying to close instead of phasing out or closing?

A: There is not a space in the District at this time that can accommodate both programs.

Q: How can the footprint of Central Office and 690 St. Paul be reduced so that children do not have to be impacted. Should we move the adults back to the real Central Office and use the money we use to lease 690 St. Paul for an alternative swing space so children are not impacted?

A: We have been forbidden to use 690 St. Paul as swing space for students.

Q: What is your Plan C if the swing space you are considering falls through? What are other options besides closing down schools?

A: The current swing space plan now is Plan B. 690 St Paul would have been Plan A. Any other alternative would add cost to the District.

Q: If this proposal for swing space is voted down, what alternative plans have been suggested?

A: The vote by the Board of Education is not on swing space. It is about closing the school programs at 2 and 6.

Q: Natural lighting is the most efficient way to provide passive solar and reduce energy costs. It has also proven to increase academic scores and morale. Will the District put a priority on natural lighting during the design even if it may require more up-front construction cost but result in long term savings?

A: Day lighting is big component in NY-CHPS standards. We will do our best to provide day lighting in instructional spaces.

Q: Will it really only be \$40 Million local dollars for a \$325 Million dollar investment?

A: Yes, the local share is estimated at \$32 Million present value and that's less than \$2 Million a year from the District (local share) over 20 years.

Q: Studies have proved that students who experience more than two transitions prior to 9th grade are less likely to graduate from high school. Many of the students in School Nos. 2 and 6 have already experienced multiple transitions, so how does the District plan to support them through this disruptive transition?

A: We have done this before, and while we do have mobility in our District, the transition piece is temporary and there will be a support system as we work with students and their families.

Q: Why not use the two oldest or most in need of renovation as swing schools rather than two schools that are in good condition? When they are no longer needed as swing space, will they be torn down?

A: There are different factors: enrollment, choice, excess capacity. When we look at these metrics, it is a hard but necessary choice. Again this is a draft. The Board of Education will need to make the final decision on closing # 2 and # 6 or other school programs and whether they will be needed for future program space or given back to the City for other purposes. We need space that is adequate for swing space that can support the program and population. In terms of which projects were selected for Phase 1, we need good value for the investment - handicap accessibility, meeting fire codes, etc. We're not allowed to build new buildings in the first phase. We are addressing 12 schools now, but other schools will need to be addressed in future phases.

Q: You mentioned that there are mechanisms in place to force compliance with your diversity goals. In respect to minority hiring are there details of how you plan to enforce that on the website?

A: Yes, the Diversity Plan is posted as a section of the Draft Master Plan on <http://rsmp.gilbaneco.com> and www.rcsdk12.org/rsmp.

Q: Are there "green" opportunities or energy efficiencies?

A: Yes. A number of EPC projects have already been identified. We will expect designers to use NY-CHPS and include features that make sense and have payback over time.

Q: How many teachers are going to lose their jobs as school Nos. 2 and 6 teachers are pushed into other buildings?

A: This is not related to employment. There is a process with the RTA.

Q: We keep talking about buildings, space and money but if we don't address the problems in our city (drugs, crime, and poverty) then we're going to have some beautiful buildings and the same problems. We should focus more on teachers and students because that's what it comes down to in the end.

A: Agreed. Buildings don't teach kids. But they deserve good teaching and learning environments. Teachers and parents will need to do their part. It is our responsibility as educators to work together with parents and students to provide a good education to them. Unfortunately, but



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necessarily, much of this discussion has been about 2 and 6 since they are being proposed to be closed. This is the largest construction program in Rochester history. Unfortunately, there is agony from your comments, but there are economic and employment benefits that will provide good things to Rochester.

Q: If we are trying to get rid of space then why has Central Office expanded into two buildings – St. Paul and Broad Street?

A: The District has a 15-year lease for 690 St. Paul originally to be used as swing space. We have been forbidden to use St. Paul for swing space for students.

Q: I am impressed. It's about time our buildings are updated. Our kids deserve the same schools as suburbs.

A: Statement not addressed.

Q: Shouldn't our focus be on the students and not fancy buildings?

A: Agreed. Buildings don't teach kids. But they deserve good teaching and learning environments. Teachers and parents will need to do their part. It is our responsibility as educators to work together with parents and students to provide a good education to them.

Q: Are all current elementary schools (except Nos. 2 and 6) going to become K-8 schools? Can they all or do you anticipate more closings? What about small schools like Nos. 23 and 46?

A: These are choices that the District will make downstream.

Q: Which properties (how many and where) will be transferred out of District ownership?

A: Permanent building closures are not part of the recommendations for the Phase 1 program because the District will need most of its existing capacity while the Phase 1 program is being implemented due to the fact that certain buildings will need to be emptied during construction.

Q: Facilities Modernization is a money grab by the Rump Group. When

A: will the RCSD stop misleading the parents and the community?
Statement not addressed.

Q: By definition special education classrooms have lower class sizes. In closing School No. 2 aren't you punishing the staff and students for having a high special education population? Does maximum capacity refer to all regular education students? Doesn't that discount schools that have special education?

A: Special education classrooms are accounted for in the utilization of schools. Both School Nos. 2 and 6 are only about 36% utilized regardless of their population – special education or regular education.

Q: As we create K-8 schools won't that create swing space within the high schools and middle schools?

A: Eventually, in later program phases, there may be a period when this may happen, but except for the proposed use of Marshall as one of the swing spaces, this will not be possible during Phase 1 because you can't quickly reduce the size of the high schools and middle schools. Other swing spaces are needed now for Phase 1.

Q: In the year 2000, School No. 2 had the Clara Barton Initiative where there were two teachers in a classroom and higher class sizes. Is it fair to compare enrollment numbers from then and now?

A: The program was selected based on many factors.

Q: From my understanding the District is currently using too much space right now. However, it has been presented that new Charter Schools will be opening soon. Where do you plan on putting these schools?

A: Charter Schools will not be in District occupied properties.

Q: Closing down schools will increase classroom sizes. How are you going to deal with the chaos that within occur within classrooms due to this increase?

A: Facilities wise, we must use our space more efficiently.

Q: What about Franklin Montessori? Why our pre-school children and elementary school children in basement classrooms and sharing lunch with high school children?

A: As previously mentioned by the Superintendent, we must find home for Montessori.

Q: Each year since Najmah took over and then James, we have gotten better behaviorally and academically. Shouldn't we be allowed to show how we improve for years to come? We are improving so how can you close us?

A: Everyone acknowledges that School 2 staff has worked hard. The program was selected based on many factors.

Q: If you turn Monroe into a K-8 does this mean that you plan to shut down School No. 15 which is connected to Monroe?

A: Phase 1 does not include conversion of Monroe to K-8 or a shutdown of School No. 15. The decisions are not yet finalized by the District.

Q: Wouldn't the state be more impressed if we can figure out how to utilize the space that we already have instead of spending a billion dollars?

A: The State Education Department specifically asked that we right-size the District. The NYSED said they will not provide state aid to the District if it is not right sized.

Q: I heard that Franklin Montessori's program is being funded by the CIP rather than the FMP. Have there been decisions as to which improvements would be funded through FMP vs. CIP? Are the two plans being developed in coordination with each other? How do we get a copy of the CIP?

A: The FMP team is working closely with Tom Keysa's group at RCSD to coordinate the CIP with our FMP. They are still investing into the facilities under the CIP in addition to the FMP. We should be spending \$30 to \$60 Million a year for upkeep our buildings. The CIP is doing only \$13 to \$14 Million a year and the Facilities Department is doing a fantastic job doing a lot with very little. The CIP is addressing needs and emergencies as required. A copy can be obtained through our Publications section on our website www.rsmp.gilbaneco.com.

Q: Can you not disrupt Nos. 2 and 6 and use Marshall and Hart Street and extend the project to 20-25 years?

A: Any significant extension to the program schedule due to lack of swing space could add significant costs to the program and take away from the work that can be done. While our kids and staff matter very much these other factors need to be considered.



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Q: Will any of the facilities being renovated under the FMP be made available to Charter Schools as part of the Charter-District compact or is the RCSD committed to utilizing the buildings?

A: The RCSD is committed to using the buildings that are modernized.

Q: We are not understanding the statistics regarding specific enrollments to School No. 2 because Kindergarten classes are close to capacity. So why as a parent turned away to enroll their Kindergarten child during the 2010-2011 school year? RCSD reports that only 10 parents requested School No. 2 but where are all the other students from if they didn't request our school?

A: Declining enrollment creates space in the building. School No. 2 has low enrollment and the building is not being utilized efficiently. Choice from parents is where the statistics and data come into play. Placement process within the school is another factor. If there was space in building, people should not have been turned away.

Q: When the District came up with this plan they failed to ask parents their input. Is this because we are not paying for these pretty buildings? As a parent I feel that it was and still is quite selfish to say you're looking out for our children and you hear what parents say when all you really see is dollar signs.

A: The Program Management Team and District worked arduously to come up with this draft. There needs to be something to provide input on. We also had four meetings prior to the draft in October and November to discuss what this draft will entail. We've been asking all along for input on the process through the Public Meetings and through our website and word of mouth. Stakeholder input, including parents, will be sought during the design phase of the program. This is the concept phase.

Q: Why are 800 children expendable for \$325 Million dollars? Find another plan that would not affect our children or our community and well running schools.

A: Our kids and staff matter very much. These are hard decisions, we recognized that this is personal, although it is important how our kids and teachers, and parent feel, but we need to work together for the best program. We're looking at the whole picture: location, enrollment, specialized programs, etc.

Q: The easy option is to close a school. Why has the District not found any options to keep a good staff/student/parent group together? I know it is a difficult option but a good employer would work to keep good teams together!

A: Understand that this is coming from the heart; we will do our best to transition students and staff properly to another location. This is a draft. The key to what we are discussing now is to use these buildings as swing space until we know for sure what happens to School Nos. 2 and 6 in the future.

Q: Is this a done deal?

A: Let me repeat that this is a draft plan. The RJSCB is an independent board charged to facilitate implementation of the plan. The legislation calls for the FMP to be done. Also, implicitly, our Board of Education has not yet approved the swing space plan. This is NOT happening next week. It is over a year down the road.

Q: What about the special programs at School No. 2?

A: School No. 2 has specialized programs that have done a stellar job. We still need your help to continue with the best program whether at School No. 2 or another location. The bigger picture is how to best meet the needs of all our students transitioning.

Q: What is your experience relocating students for construction?

A: We had to relocate students for 31 out of the 33 building projects we completed in New Haven. This included using a variety of different swing spaces and doing moves both during the summer and during various mid-year periods. All of these moves were completed successfully.

Q: If the City lost over 6,000 students, then how many other schools are under capacity?

A: There are other schools that are under-utilized, but not to the degree that 2 and 6 are.

Q: Why can't we disperse the students into all this unused space, maximizing the space and minimizing the disruption to the students?

A: Some of the schools are on the opposite end of town and it would not make sense to combine them but we will look at it. While both schools are underutilized, neither has the room to move into the other.

Q: I am a parent of three children who attend School No. 6. I am very upset about them even thinking about closing the school. It is a nice school and those teachers' truly care about our kids. Why would you even talk about closing this school?

A: The program was selected based on many factors. The selection was not easy for anyone.

Q: If School No. 2 is doing so well with a high percentage of special education kids, can you imagine what an amazing job they could do with more regular education kids?

A: Yes, that is why we will be incorporating regular education children with your high special education population to create a heterogeneous population.

Q: How were the schools picked to be renovated? Nos. 12 and 28 are two of the youngest schools in the District. What about School Nos. 22 and 36 two of the oldest schools in the District?

A: Many factors figured into the selection process, including capacity as a K-8. Schools 22 and 36 are wooden structures and – ideally – will be replaced with new schools in Phase II.

Q: If many schools are at capacities of 30% to 40% what about asking the school communities if they would squeeze together temporarily rather than closing solid, special, public schools?

A: There are not many schools operating at that low capacity.

Q: Your Plan, which is a draft several years ahead, leads you to keep saying there is no plan to deal with bussing students, displacement of teachers as well as students. Why are you waiting to plan all of this? Shouldn't people come before buildings that are pretty?

A: The plan does not take effect next week. Planning will take place over the next several months.

Q: Why not put the money into computers, books, school supplies, etc...

A: The funding must be spent on facilities.

Q: You don't have money to use Central Office as swing space but you have the money to renovate the schools? How?

A: The required renovations to Central Office for use as swing space would not be an efficient use of funds. The District must become more efficient.



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The following questions were raised at the last of the three follow-up public meetings scheduled. It was held on Monday, December 13, 2010.

Q: How does creating a larger school setting fit in with the personalization part of the model?

A: Large schools can be personal depending on how they are being run. None of us are looking to take 2 or 3 small schools and combine them for a population of thousands of kids. There is a tipping point to making schools too large or too small.

Q: Research shows that a smaller class size is what helps students learn best, so why close two schools that have this? Superintendent Brizard wants small schools... We're a small school (No. 2)!

A: I am a proponent of small schools, but not too small. I will not back away from this position. Smaller class size is something we want and like, but we have financial constraints. We're looking at any possible space that can be used for classrooms. Closets and toilets do not count: If classrooms can fit 27 kids, we consider it. Again, understand that there are tipping points in making schools too large or too small.

Q: If School No. 2 is doing this well with a high percentage of special education kids, can you imagine how well they could do with more regular education kids? Why close schools that are making improvements? Why are we proposing the closure of two schools that have solid academic programs and one of the schools (No. 2) has a successful Bully Prevention Program that has improved the behavior and climate for 8 years? Isn't a school that's filled to 36% and doing well academically better than a school that's filled to 80% and doing poorly? Each year since Najmah took over and then James, we have gotten better behaviorally and academically. Shouldn't we be allowed to show how we improve for years to come? We are improving so how can you close us? The Number 1 thing that gets in the way of learning is behavior. School No. 2 has their behavior under control and we've come so far in the past 5 years, don't we deserve the change to show how much more we can grow?

A: I am not sure where those statistics came from. There are multiple criteria for this proposal. One can argue that proficiency is one factor. We are pleased that School No. 2 is off the Schools in Need of Improvement

list. Perhaps a much more heterogeneous school will do better. Declining enrollment, achievement, and swing space needs are some of the reasons the team is proposing to close School Nos. 2 and 6. Again, this is a draft. Specific and specialized programs can follow the kids to each building. We are not just looking at academics but also building usage and proficiency. This all depends on how you define success.

Q: Why are we expanding schools when you have stated that we have lost 6,000 students and we need to reduce the amount of square footage in the District?

A: We are shrinking, not expanding. In 1998, we had approximately 37,000 kids in the District, and in 2010 we have 31,000 kids. As our student population shrinks, we need to right size the District accordingly. There is plenty of space in terms of capacity. As far as square footage, in 1998 our footprint was 6.8 Million square feet and in 2010 our footprint is 7.4 Million SqFt and this does not make sense and the right sizing is looking at what we can afford as a District and is fiscally responsible.

Q: How will this Plan be affected if the Superintendent leaves or is fired?

A: The RJSCB does not rely on any individual. The RSMP is a state law and the program is governed by the RJSCB.

Can you say for sure that there will not be a Charter School at the School Nos. 2 or 6 sites?

Not for at least 10 years. Remember the buildings will be used for swing space. A Charter School will not be in District occupied properties. Specifically speaking, Superintendent Brizard's wife's Charter opens in 2012 so it is not feasible and the Superintendent would not involve himself in any conflict of interest due to his integrity and respect for the RCSD.

Q: Where do you plan on getting the rest of the money from (that the State aid will not cover)?

A: We estimate that if we do the 12 projects and sell bonds, over 20 years, the debt service is \$437 million to amortize \$325 million. The State Aid is \$400 Million on principal and interest over 20 years. Someone has to pay the \$37 Million to cover the difference from debt service. This money will come from the District. That is less than \$2 Million a year when the District already spends about \$13 Million a year on CIP and our Program is coordinating work with the CIP. Modernized buildings will reduce long term costs significantly. This is a small price to pay for this much leverage

of dollars and the District will look to operational and debt service savings to pay for this.

Q: The State and Federal government are investing millions of dollars into non-profits who help schools develop school gardens, urban agriculture, and job training for new farmer programs. Locally, the City of Rochester is also completing an Urban Agriculture Feasibility Study that identified schools in proximity to recreation centers and vacant land for developing school gardens and urban agriculture projects. The focus is on schools needing to implement health and wellness programs as well as healthy food in cities with high poverty. What is RCSD doing to provide land for the development of school gardens?

A: You can lobby the Mayor's office if you would like to see change. We do not own the buildings – the City does, so we have limitations to what we can and cannot do.

Q: What, specifically, are the diversity strategies to meet compliance in regards to The Diversity Plan? Recruitment? Scholarship Plans?

A: There are two aspects to diversity: workforce, and business. Workforce: High Schools will provide opportunities for students to be on the right track such as the Robert Brown School of Construction. ACE is national program that Gilbane also sponsors which includes architecture, construction, and engineering mentorship. There are other programs we're implementing: a job ready program similar to what we're doing in Syracuse: Potential mentees visit sites, learn what is required, receive training, work with unions. In New Haven, we created 1,000 new jobs through the mentorship program. There are several model programs that will work for Rochester. The Diversity Plan is posted on our website rsmp.gilbaneco.com under the Draft Master Plan.

Q: Why are all the meetings so close together in a two week span for such a large decision that will take time to complete? Why the postponement of the School Board vote?

A: Our Program has had seven meetings, with the first four in September and October. Regarding the Board of Education, if the Issue is tabled, the budget process and the project itself will be impacted and we will have to request a special Board of Education meeting in January to maintain the schedule.



Comprehensive School Facilities Modernization Plan for Rochester City Schools

Q: How much will it cost the District to bus entire schools to a swing space? Schools have walkers who will now need transportation. Is that a part of the renovation budget or will it be paid for by the District?

A: Transportation needs are \$1,200 to \$1,400 for yellow buses and \$750 to \$850 for RTS. The District is reimbursed 70 to 80 cents on the dollar for transportation. There will be no major change as it will still be the same number of kids just being bused to a different location. We transport about 20,000 kids daily.

Q: Two schools are never to be renovated due to their wood structures. Since they are destined to close eventually why can't they be considered as swing schools?

A: There are some schools that are not good candidates for renovation or swing space use in Phase 1. That does not mean that they will never be renovated or are destined to close.

Q: We know this renovation is necessary. Were other ideas, besides 690 St. Paul, have been considered without having to close schools that are making academic gains and have a variety of successful programs for students, parents, and the community?

A: 690 St. Paul would not even be enough. Part of Marshall would need to be used. We're not allowed to use the site for swing space according the Board of Education. There will be more information at the Board Meeting. Other ideas have been looked into but there are many considerations for making a building equipped for swing space.

Q: Why is 690 St. Paul's space underutilized? Rightsizing statistics – what about 690 St. Paul? All that space for staff and not students – no wonder our square footage has increased. Why are you including non-school space in your square footage statistics? If you're already leasing 690 St. Paul, can't you lease some other empty school and farm the 690 occupants out to other places? How much does it cost to lease 690 St. Paul

A: 690 St Paul was intended to house kids for swing space, we were asked not to use this 125,000 square feet leased building for instruction of students; although the original intent was for that purpose. We would need to use \$2 Million to \$3 Million per year to lease space, which would

result in cutting an academic program or people losing their jobs. We would rather not see people lose jobs. 690 St. Paul is included in statistics because when School No. 33 was removed about 1,200 students did occupy 690 St. Paul so it was originally leased for students and not staff. If we use another empty school it would have to be retrofitted for classrooms which would raise costs (and that is not including the dollars used just to lease the space). It costs about \$1 million per year to lease to 690 St Paul. We have a financial cliff coming across the state; again, spending money unnecessarily will mean cut in programs, people losing their jobs, etc.

Q: Why were Kindergarten parents of School Nos. 2 and 6 told when registering that both schools were at capacity, and that they could not put Nos. 2 or 6 as their first choice when we weren't? One of your main points is that our schools are in low demand but how can we be if parents are told we are full? If the hearsay issue of parents being turned away is true, then the enrollment problem is not our fault.

A: If parents were in fact turned away, that should not have happened. And, I am almost sure that if this really happened, very few parents were turned away, which does not change very much in terms of the low enrollment data that we have.

Q: We still need a home for Montessori. What about consolidating smaller schools such as Montessori and School No. 10?

A: Montessori is at Franklin and does not have its own space. We need to find space for Montessori and School No. 54. School Nos. 2 or 6 cannot absorb combined space based on the enrollment numbers we currently have.

Q: What is the total number of kids in School Nos. 2 and 6 combined? Are you sure you can't combine the two schools in one building? That would give you one empty building then you'd only have to find one more.

A: Combining School Nos. 2 and 6 is not a viable option. There will be exact figures at the Board Meeting.

Q: What is your definition of success? Define heterogeneous.

Wouldn't that include a large spectrum of kids and special education as well as programs including partnerships like Hillside, Rochester Roots, American Red Cross, and many more at School No. 2? School No. 2 has a continuum of services for special education students – a student can feel safe and stay for the next grade and not have to transfer to another building. School No. 2 has a unique combination of programs that were created at the building level to meet the needs of the students. Why doesn't the District do more to promote schools that work? "A house is not a home." Do you agree that a building is not a school? If School Nos. 2 and 6 closings are about buildings you are callously breaking up, it seems the same as when a foreclosed family is broken up into various relatives homes, shelters, etc. if there are other legitimate rationales for breaking up these neighborhood community schools then why is their closure slated as a "make or break" part of the Capital Improvement Plan?

A: We can argue that behavior is one thing. Success to me is 90% plus. Yes, buildings do not teach kids, and I will say it again and again. This is the best proposal to move our buildings towards 21st century facilities for student instruction. The focus for tonight is modernization; the closing of 2 and 6 will be discussed at the Board of Education meeting. This is about taking advantage of state aid and making our facilities adequate for learning. Feel free to visit the 5-year plan we have online for more information on taking our District into the future for success. We do not have an influx of new kids so we need to do the best job we can financially and functionally to form the right portfolio of schools as outlined in the District's Strategic 5-year plan.



Rochester Schools Modernization Program

Phase 1 Preliminary Assessment of Energy Performance Contracting

November 19, 2010

Prepared by:



Wendel Project No. 3313-13

Figure 1
RCSD FMP
Preliminary Energy Savings Estimate of Phase One

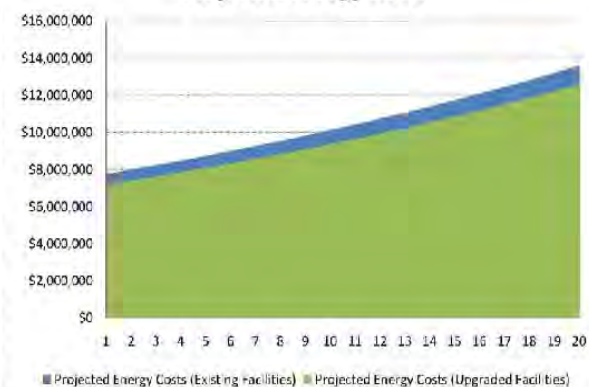


The Project's Energy Savings Impact:

EPC Annual Electric Savings:	1,341,822 kWh	EPC Natural Gas Savings:	16,188 mmBtu
EPC Annual Electric Savings:	\$123,132	EPC Natural Gas Savings:	\$161,370
Non-EPC Annual Electric Savings:	709,363 kWh	Non-EPC Natural Gas Savings:	3,043 mmBtu
Non-EPC Annual Electric Savings:	\$57,043	Non-EPC Natural Gas Savings:	\$31,856
Total Annual Electric Savings:	2,051,184 kWh	Annual Natural Gas Savings:	19,209 mmBtu
Total Annual Electric Savings:	\$180,174	Annual Natural Gas Savings:	\$193,436
EPC Annual Energy Savings:	\$284,701		
Non-EPC Annual Energy Savings:	\$88,909		
Total Annual Energy Savings:	\$373,610		
Current Energy Costs:	\$7,526,694		
Anticipated Annual Energy Rate Escalation:	3%		

Years	Projected Energy Costs		Annual Energy Savings
	Existing	Proposed	
1	\$7,526,694	\$7,153,284	\$373,610
2	\$7,752,406	\$7,387,977	\$364,818
3	\$7,985,070	\$7,626,707	\$358,363
4	\$8,224,922	\$7,868,368	\$356,254
5	\$8,471,300	\$8,113,959	\$342,501
6	\$8,725,001	\$8,362,385	\$343,116
7	\$8,987,266	\$8,614,166	\$349,110
8	\$9,258,394	\$8,871,381	\$349,493
9	\$9,538,791	\$9,133,115	\$347,278
10	\$9,828,928	\$9,399,182	\$347,478
11	\$10,129,247	\$9,670,147	\$350,210
12	\$10,440,205	\$9,946,141	\$351,163
13	\$10,762,366	\$10,226,503	\$352,678
14	\$11,095,204	\$10,511,845	\$358,660
15	\$11,439,300	\$10,802,682	\$360,118
16	\$11,794,244	\$11,100,572	\$362,072
17	\$12,160,534	\$11,406,103	\$369,934
18	\$12,538,778	\$11,720,285	\$367,620
19	\$12,929,503	\$12,042,347	\$369,048
20	\$13,333,203	\$12,372,976	\$365,127

Projected Energy Costs



Total Energy Savings Over Twenty Years: \$10,039,038

The Project annually will result in the equivalent of:



125
Cars Removed From the Road



1,514
Barrels of Oil Saved



56
Houses Energy Use



16,964
Trees Planted



722
Tons of CO₂ Saved

November 19, 2010



Comprehensive School Facilities Modernization Plan for Rochester City Schools

Rochester City Schools FMP

Phase 1 EPC Master Plan – Preliminary Assessment

School 5

Recommended EPC Upgrades

Lighting and Lighting Controls

The existing lighting system primarily consists of 32-watt T8 fluorescent fixtures and electronic ballasts. The majority of the fixtures in classrooms and offices are 2x4 troffers installed in lay-in ceilings. The gymnasium is lit by 400 watt HID fixtures. Most rooms are equipped with occupancy sensors. Exterior lighting is provided by several different types of HID fixtures. The following are the proposed lighting upgrades:

- Building wide
 - Retrofit all 32 watt T8 fluorescent lamps with 28 watt T8 fluorescent lamps.
- Classrooms
 - Retrofit the fixtures along the window with dimmable ballasts and tie into a new daylighting control sensor to dim the lights when sufficient natural light is available.
- Gym
 - Replace the 400 watt HID fixtures in the gym with 6 lamp T8 high bay fluorescent fixtures.
 - Install an occupancy sensor in each corner to reduce the light level when the space is unoccupied.
 - Install daylighting controls to step dim the row of fixtures along the window wall when there is sufficient natural light is available.
- Hallways
 - Install occupancy sensors in the hallways to turn off 2/3rd of the fixtures when the hallway is unoccupied.

Heating Plant

The existing heating plant consists of two (2) steam boilers that serve steam radiators and heating coils throughout the building. The boiler's burner is controlled by a series of linkage controls that typically will fall out of calibration reducing the combustion efficiency of the boiler. Installing automation boiler burner controls will increase the combustion efficiency of the boiler. This would involve removing the existing linkages to the air and fuel valves, and installing direct-connect servomotors. These motors will then be controlled via the burner control system to maintain superior combustion efficiency. The new burner controls will monitor CO₂, O₂, CO, NO, SO₂ levels and adjust the firing rate and damper position to optimize the combustion process of each burner. This measure will improve boiler efficiency by exactly matching fuel and air ratios to the actual boiler load demand.

HVAC - Radiators

It is assumed that under the capital project the radiators will need to be replaced with hot water radiators. Prior to installing the new radiators, radiator reflectors would be installed. Radiator reflectors reduce the heat transfer of energy through the building envelope by reflecting infrared heat back into the building.

Rochester City Schools FMP

Phase 1 EPC Master Plan – Preliminary Assessment

School 12

Recommended EPC Upgrades

Lighting and Lighting Controls

The existing lighting system primarily consists of 32-watt T8 fluorescent fixtures and electronic ballasts. The majority of the fixtures in classrooms and offices are 2x4 troffers installed in lay-in ceilings. Most rooms are equipped with occupancy sensors. Exterior lighting is provided by several different types of HID fixtures. The following are the proposed lighting upgrades:

- Building wide
 - Retrofit all 32 watt T8 fluorescent lamps with 28 watt T8 fluorescent lamps.
- Hallways
 - Install occupancy sensors in the hallways to turn off 2/3rd of the fixtures when the hallway is unoccupied.

Heating Plant – Boiler Burner Controls

The existing heating plant consists of two (2) hot water boilers that serve heating coils throughout the building. The boiler's burner is controlled by a series of linkage controls that typically will fall out of calibration reducing the combustion efficiency of the boiler. Installing automation boiler burner controls will increase the combustion efficiency of the boiler. This would involve removing the existing linkages to the air and fuel valves, and installing direct-connect servomotors. These motors will then be controlled via the burner control system to maintain superior combustion efficiency. The new burner controls will monitor CO₂, O₂, CO, NO, SO₂ levels and adjust the firing rate and damper position to optimize the combustion process of each burner. This measure will improve boiler efficiency by exactly matching fuel and air ratios to the actual boiler load demand.

Cooling Plant – Variable Speed Fan on Cooling Tower

The existing cooling tower operates with a single speed fan. The current fan will run as long as the chiller is operating regardless of the load. Under the master plan it is assumed this cooling tower would be replaced in-kind. A variable speed fan would be installed under the EPC that would vary the fan speed depending on the load. This will allow for better control of the condenser water loop temperature and result in energy savings from a reduced motor load.

HVAC – Unit Ventilator Motor Replacements

The unit ventilators currently utilize single speed fractional horsepower motors. Under the EPC these motors would be replaced with higher efficient ECM motors and variable speed drives. These drives will vary based on the needs of the space and the outdoor air temperature. The unit's outdoor air damper will modulate with the fan speed to maintain adequate ventilation air. Energy savings would be achieved through a higher efficient motor and reduced motor load during low heating load conditions.

HVAC – Variable Speed Pump Hot Water Pumps

The building's unit ventilators are served by a set of secondary pumps off of the primary boiler loop. The heating coils associated with these unit ventilators are control by three-way valves which during part load conditions allow hot water to bypass the coil. By installing two-way valves on the units and a variable speed drive on the pump, electrical energy savings could be achieved by reducing the motor speed as during part load conditions.



Comprehensive School Facilities Modernization Plan for Rochester City Schools

Rochester City Schools FMP

Phase I EPC Master Plan – Preliminary Assessment

School 17

Recommended EPC Upgrades

Lighting and Lighting Controls

The existing lighting system primarily consists of 32-watt T8 fluorescent fixtures and electronic ballasts. The majority of the fixtures in classrooms are 1x4 troffers installed in lay-in ceilings. The gymnasium is lit by 320 watt HID fixtures. Most rooms are equipped with occupancy sensors. Exterior lighting is provided by several different types of HID fixtures. The following are the proposed lighting upgrades:

- Building wide
 - Retrofit all 32 watt T8 fluorescent lamps with 28 watt T8 fluorescent lamps.
- Gym
 - Replace the 320 watt HID fixtures in the gym with 6 lamp T8 high bay fluorescent fixtures.
 - Install an occupancy sensor in each corner to reduce the light level when the space is unoccupied.
- Cafeteria
 - Install occupancy sensors to turn off the fixtures when the space is unoccupied.
- Stairs
 - Replace the existing stairwell fixtures with new step dimming fixtures equipped with occupancy sensors and daylighting controls. Step dim the fixture when the space is unoccupied or when sufficient natural light is available.
- Hallways
 - Install occupancy sensors in the hallways to turn off 2/3rds of the fixtures when the hallway is unoccupied.

HVAC – Hallway Radiator Controls

It was noted that several hallway radiators were not integrated into the building control system. These units are currently not being set back during unoccupied periods and continue to operate at full load. Energy savings would be achieved by adding thermostatic controls to the radiators that could be incorporated into the energy management system and setback during unoccupied periods.

HVAC – Exhaust Fan Control

A large CFM exhaust fan appears to be controlled by inlet guide vanes. Opening these vanes and controlling the fan with a VSD drive will result in a lower load on the fan's motor and thus energy consumption. Additional energy savings maybe achieved by modulating the operation of this fan while maintaining adequate building pressure.

HVAC – Unit Ventilator Motor Replacements

The unit ventilators currently utilize single speed fractional horsepower motors. Under the EPC these motors would be replaced with higher efficient ECM motors and variable speed drives. These drives will vary based on the needs of the space and the outdoor air temperature. The unit's outdoor air damper will modulate with the fan speed to maintain adequate ventilation air. Energy savings would be achieved through a higher efficient motor and reduced motor load during low heating load conditions.

Rochester City Schools FMP

Phase I EPC Master Plan – Preliminary Assessment

School 28

Recommended EPC Upgrades

Lighting and Lighting Controls

The existing lighting system primarily consists of 32-watt T8 fluorescent fixtures and electronic ballasts. The majority of the fixtures in classrooms and offices are 2x4 troffers installed in lay-in ceilings. The gymnasium is lit by 400 watt HID fixtures. Most rooms are equipped with occupancy sensors. Exterior lighting is provided by several different types of HID fixtures. The following are the proposed lighting upgrades:

- Building wide
 - Retrofit all 32 watt T8 fluorescent lamps with 28 watt T8 fluorescent lamps.
- Gym
 - Replace the 400 watt HID fixtures in the gym with 6 lamp T8 high bay fluorescent fixtures.
 - Install an occupancy sensor in each corner to reduce the light level when the space is unoccupied.
 - Install daylighting controls to step dim the row of fixtures along the window wall when there is sufficient natural light is available.
- Hallways
 - Install occupancy sensors in the hallways to turn off 2/3rds of the fixtures when the hallway is unoccupied.

Heating Plant– Boiler Replacement

The existing heating plant consists of several modulating boilers, operation of the heating plant maybe enhanced by the addition of a condensing hot water boiler system. A condensing boiler can reach lower return water temperatures than conventional modulating boilers. As such during shoulder periods these boilers can reach efficiencies of nearly 99%. The system would be outfitted with outdoor air reset controls that would modulate the return water temperature based on the outdoor air temperature.

HVAC – Variable Speed Hot Water Pumps

The building's air handling units and unit heaters are served by a set of secondary pumps off of the primary boiler loop. The heating coils associated with these air handling units are control by three-way valves which during part load conditions allow hot water to bypass the coil. By installing two-way valves on the units and a variable speed drive on the pump, electrical energy savings could be achieved by reducing the motor speed as during part load conditions.



Comprehensive School Facilities Modernization Plan for Rochester City Schools

Rochester City Schools FMP

Phase 1 EPC Master Plan – Preliminary Assessment

School 50

Recommended EPC Upgrades

Lighting and Lighting Controls

The existing lighting system primarily consists of 32-watt T8 fluorescent fixtures and electronic ballasts. The majority of the fixtures in classrooms and offices are 2x4 troffers installed in lay-in ceilings. The gymnasium and cafeteria are lit by 400 watt HID fixtures. Most rooms are equipped with occupancy sensors. Exterior lighting is provided by several different types of HID fixtures. The following are the proposed lighting upgrades:

- Building wide
 - Retrofit all 32 watt T8 fluorescent lamps with 28 watt T8 fluorescent lamps.
- Classrooms
 - Retrofit the fixtures along the window with dimmable ballasts and tie into a new daylighting control sensor to dim the lights when sufficient natural light is available.
- Gym
 - Replace the 400 watt HID fixtures in the gym with 6 lamp T8 high bay fluorescent fixtures.
 - Install an occupancy sensor in each corner to reduce the light level when the space is unoccupied.
 - Install daylighting controls to step dim the row of fixtures along the window wall when there is sufficient natural light is available.
- Cafeteria
 - Replace the 250 watt HID fixtures in the cafeteria with 4 lamp T8 high bay fluorescent fixtures.
 - Install an occupancy sensor in each corner to reduce the light level when the space is unoccupied.
 - Install daylighting controls to step dim the row of fixtures along the window wall when there is sufficient natural light is available.
- Hallways
 - Install occupancy sensors in the hallways to turn off 2/3rd of the fixtures when the hallway is unoccupied.

HVAC – Variable Speed Pump on Secondary Loop

The building's air handling units and unit heaters are served by a set of pumps off of the heat exchanger. The heating coils associated with these air handling units are control by three-way valves which during part load conditions allow hot water to bypass the coil. By installing two-way valves on the units and a variable speed drive on the pump, electrical energy savings could be achieved by reducing the motor speed as during part load conditions.

HVAC – Variable Speed Air Handling Unit

Several of the building's air handling units serve reheats throughout the facility. Under the modernization plan it is assumed that the reheat boxes will be converted or replaced with VAV boxes. Under this system, the air handling units would be retrofitted with a VSD and new motor as part of the performance contract. Energy savings would be achieved on the main fan by reducing the fan speed as VAV boxes close.

Rochester City Schools FMP

Phase 1 EPC Master Plan – Preliminary Assessment

WOI School 58

Recommended EPC Upgrades

Lighting and Lighting Controls

The existing lighting system primarily consists of 32-watt T8 fluorescent fixtures and electronic ballasts. The majority of the fixtures in classrooms and offices are 2x4 troffers installed in lay-in ceilings. The gymnasium is lit by 400 watt HID fixtures. Most rooms are equipped with occupancy sensors. Exterior lighting is provided by several different types of HID fixtures. The following are the proposed lighting upgrades:

- Building wide
 - Retrofit all 32 watt T8 fluorescent lamps with 28 watt T8 fluorescent lamps.
- Classrooms
 - Retrofit the fixtures along the window with dimmable ballasts and tie into a new daylighting control sensor to dim the lights when sufficient natural light is available.
- Gym
 - Replace the 400 watt HID fixtures in the gym with 6 lamp T8 high bay fluorescent fixtures.
 - Install an occupancy sensor in each corner to reduce the light level when the space is unoccupied.
 - Install daylighting controls to step dim the row of fixtures along the window wall when there is sufficient natural light is available.
- Stairs
 - Replace the existing stairwell fixtures with new step dimming fixtures equipped with occupancy sensors and daylighting controls. Step dim the fixture when the space is unoccupied or when sufficient natural light is available.
- Hallways
 - Install occupancy sensors in the hallways to turn off 2/3rd of the fixtures when the hallway is unoccupied.
- Exterior Lighting
 - Install a central photocell to control the exterior lighting circuit. Tie into an astronomical clock. Several of the existing fixtures are on during the day.

Heating Plant – Boiler Replacement

The existing heating plant consists of two (2) steam boilers that serve steam radiators and heating coils throughout the building. It is assumed that the modernization plan will replace the existing steam radiators and heating coils with a hot water heating system. The performance contract would focus on replacing the heating plant equipment contained within the boiler room. Energy savings for this will be achieved by replacing 75% efficient boilers with condensing hot water boilers, whose efficiencies can range from 89% to 99% depending on the return water temperature. Further savings will be achieved by using outdoor air reset controls to optimize the efficiency of the new boilers.

HVAC – Radiator Reflectors

It is assumed that under the capital project the radiators will need to be replaced with hot water radiators. Prior to installing the new radiators, radiator reflectors would be installed. Radiator reflectors reduce the heat transfer of energy through the building envelope by reflecting infrared heat back into the building.



Comprehensive School Facilities Modernization Plan for Rochester City Schools

Rochester City Schools FMP

Phase 1 EPC Master Plan – Preliminary Assessment

Charlotte

Recommended EPC Upgrades

Lighting and Lighting Controls

The existing lighting system primarily consists of 32-watt T8 fluorescent fixtures and electronic ballasts. The majority of the fixtures in classrooms and offices are 2x4 troffers installed in lay-in ceilings. The gymnasiums are lit by 250 and 320 watt HID fixtures. Most rooms are equipped with occupancy sensors. Exterior lighting is provided by several different types of HID fixtures. The following are the proposed lighting upgrades:

- Building wide
 - Retrofit all 32 watt T8 fluorescent lamps with 28 watt T8 fluorescent lamps.
- Classrooms
 - Retrofit the fixtures along the window with dimmable ballasts and tie into a new daylighting control sensor to dim the lights when sufficient natural light is available.
- Cafeteria
 - Retrofit the fixtures along the window with dimmable ballasts and tie into a new daylighting control sensor to dim the lights when sufficient natural light is available.
- Gym
 - Replace the 250 watt HID fixtures in the gym with 4 lamp T8 high bay fluorescent fixtures.
 - Replace the 320 watt HID fixtures in the gym with 6 lamp T8 high bay fluorescent fixtures.
 - Install an occupancy sensor in each corner to reduce the light level when the space is unoccupied.
- Boiler Room
 - Replace the 175 watt HID fixtures in the boiler room with 4 lamp T8 high bay fluorescent fixtures.
- Hallways
 - Install occupancy sensors in the hallways to turn off 2/3rd of the fixtures when the hallway is unoccupied.

Heating Plant - Boiler Replacement

The existing heating plant consists of two (2) steam boilers that serve steam radiators and heating coils throughout the building. It is assumed that the modernization plan will replace the existing steam radiators and heating coils with a hot water heating system. The performance contract would focus on replacing the heating plant equipment contained within the boiler room. Energy savings for this will be achieved by replacing 75% efficient boilers with condensing hot water boilers, whose efficiencies can range from 89% to 99% depending on the return water temperature. Further savings will be achieved by using outdoor air reset controls to optimize the efficiency of the new boilers.

HVAC – Radiator Reflectors

It is assumed that under the capital project the radiators will need to be replaced with hot water radiators. Prior to installing the new radiators, radiator reflectors would be installed. Radiator reflectors reduce the heat transfer of energy through the building envelope by reflecting infrared heat back into the building.

Pool Cover

The pool is utilized during school hours for various activities. When not in use the pool area is locked and the pool remains heated and uncovered. This measure would install an automatic pool cover that would be deployed by the faculty during unoccupied periods. Energy savings from the implementation of this pool

Rochester City Schools FMP

Phase 1 EPC Master Plan – Preliminary Assessment

cover are achieved by reduction the evaporative losses from the pool surface. The cover will trap heat in the pool reducing the load on the pool heating equipment.



Comprehensive School Facilities Modernization Plan for Rochester City Schools

Rochester City Schools FMP

Phase I EPC Master Plan – Preliminary Assessment

Jefferson

Recommended EPC Upgrades

Lighting and Lighting Controls

The existing lighting system primarily consists of 32-watt T8 fluorescent fixtures and electronic ballasts. The majority of the fixtures in classrooms and offices are 2x4 troffers installed in lay-in ceilings. The gymnasium is lit by 320 watt HID fixtures. Most rooms are equipped with occupancy sensors. Exterior lighting is provided by several different types of HID fixtures. The following are the proposed lighting upgrades:

- Building wide
 - Retrofit all 32 watt T8 fluorescent lamps with 28 watt T8 fluorescent lamps.
- Classrooms
 - Retrofit the fixtures along the window with dimmable ballasts and tie into a new daylighting control sensor to dim the lights when sufficient natural light is available.
- Cafeteria
 - Retrofit the fixtures along the window with dimmable ballasts and tie into a new daylighting control sensor to dim the lights when sufficient natural light is available.
- Gym
 - Replace the 400 watt HID fixtures in the gym with 6 lamp T8 high bay fluorescent fixtures.
 - Install an occupancy sensor in each corner to reduce the light level when the space is unoccupied.
 - Install daylighting controls to step dim the row of fixtures along the window wall when there is sufficient natural light is available.
- Boiler
 - Replace the 400 watt HID fixtures in the gym with 6 lamp T8 high bay fluorescent fixtures.
- Hallways
 - Replace existing 2-lamp wrap fixtures with 1-lamp T8 fixtures.
 - Install occupancy sensors in the hallways to turn off 2/3rd of the fixtures when the hallway is unoccupied.

Pool Cover

The pool is utilized during school hours for various activities. When not in use the pool area is locked and the pool remains heated and uncovered. This measure would install an automatic pool cover that would be deployed by the faculty during unoccupied periods. Energy savings from the implementation of this pool cover are achieved by reduction the evaporative losses from the pool surface. The cover will trap heat in the pool reducing the load on the pool heating equipment.

Heating Plant – Steam to Hot Water Heat Exchanger

The existing heating plant consists of four (4) steam boilers that serve heating coils and radiators throughout the building. These boilers are 8 years old and have automatic boiler burner controls. It is assumed that the modernization plan will replace steam air handling units and terminal units with hot water units. Due to the age of the boilers a replacement of the boilers would not be funded by the state. A heat exchanger would be installed under the EPC that would convert the steam to hot water for use in the building. The balance of the system components, pumps, terminal units, etc. would be installed under the capital project. Energy savings would be achieved through the increased control ability of hot water terminal units versus steam heating units.

Rochester City Schools FMP

Phase I EPC Master Plan – Preliminary Assessment

Monroe

Recommended EPC Upgrades

Lighting and Lighting Controls

The existing lighting system primarily consists of 32-watt T8 fluorescent fixtures and electronic ballasts. The majority of the fixtures in classrooms and offices are 2x4 troffers installed in lay-in ceilings. The gymnasium is lit by 320 watt HID fixtures. Most rooms are equipped with occupancy sensors. Exterior lighting is provided by several different types of HID fixtures. The following are the proposed lighting upgrades:

- Building wide
 - Retrofit all 32 watt T8 fluorescent lamps with 28 watt T8 fluorescent lamps.
- Classrooms
 - Retrofit the fixtures along the window with dimmable ballasts and tie into a new daylighting control sensor to dim the lights when sufficient natural light is available.
- Cafeteria
 - Retrofit the fixtures along the window with dimmable ballasts and tie into a new daylighting control sensor to dim the lights when sufficient natural light is available.
- Gym
 - Replace the 320 watt HID fixtures in the gym with 6 lamp T8 high bay fluorescent fixtures.
 - Install an occupancy sensor in each corner to reduce the light level when the space is unoccupied.
 - Install daylighting controls to step dim the row of fixtures along the window wall when there is sufficient natural light is available.
- Boiler Room
 - Replace the 320 watt HID fixtures in the gym with 6 lamp T8 high bay fluorescent fixtures.
- Hallways
 - Install occupancy sensors in the hallways to turn off 2/3rd of the fixtures when the hallway is unoccupied.

Heating Plant – Steam to Hot Water Heat Exchanger

The existing heating plant consists of two (2) steam boilers that serve heating coils and radiators throughout the building. These boilers are 5 years old and have automatic boiler burner controls. It is assumed that the modernization plan will replace steam air handling units and terminal units with hot water units. Due to the age of the boilers a replacement of the boilers would not be funded by the state. A heat exchanger would be installed under the EPC that would convert the steam to hot water for use in the building. The balance of the system components, pumps, terminal units, etc. would be installed under the capital project. Energy savings would be achieved through the increased control ability of hot water terminal units versus steam heating units.

HVAC – Radiator Reflectors

It is assumed that under the capital project the radiators will need to be replaced with hot water radiators. Prior to installing the new radiators, radiator reflectors would be installed. Radiator reflectors reduce the heat transfer of energy through the building envelope by reflecting infrared heat back into the building.

HVAC – Hallway Radiator Controls

It was noted that several hallway radiators were not integrated into the building control system. These units are currently not being set back during unoccupied periods and continue to operate at full load.



Comprehensive School Facilities Modernization Plan for Rochester City Schools

Rochester City Schools FMP

Phase 1 EPC Master Plan – Preliminary Assessment

Energy savings would be achieved by adding thermostatic controls to the radiators that could be incorporated into the energy management system and setback during unoccupied periods.

Pool Cover

The pool is utilized during school hours for various activities. When not in use the pool area is locked and the pool remains heated and uncovered. This measure would install an automatic pool cover that would be deployed by the faculty during unoccupied periods. Energy savings from the implementation of this pool cover are achieved by reduction the evaporative losses from the pool surface. The cover will trap heat in the pool reducing the load on the pool heating equipment.

Rochester City Schools FMP

Phase 1 EPC Master Plan – Preliminary Assessment

East High School

Recommended EPC Upgrades

Lighting and Lighting Controls

The existing lighting system primarily consists of 32-watt T8 fluorescent fixtures and electronic ballasts. The majority of the fixtures in classrooms and offices pendent mounted T8 or 2x4 troffers installed in lay-in ceilings. The gymnasiums are lit by 400 watt HID fixtures. Most rooms are equipped with occupancy sensors. Exterior lighting is provided by several different types of HID fixtures. The following are the proposed lighting upgrades:

- Building wide
 - Retrofit all 32 watt T8 fluorescent lamps with 28 watt T8 fluorescent lamps.
- Classrooms
 - Retrofit the fixtures along the window with dimmable ballasts and tie into a new daylighting control sensor to dim the lights when sufficient natural light is available.
- Gyms
 - Replace the 400 watt HID fixtures in the gym with 6 lamp T8 high bay fluorescent fixtures.
 - Install an occupancy sensor in each corner to reduce the light level when the space is unoccupied.
 - Install daylighting controls to step dim the row of fixtures along the window wall when there is sufficient natural light is available.
- Hallways
 - Install occupancy sensors in the hallways to turn off 2/3rds of the fixtures when the hallway is unoccupied.
- Auditorium Lighting
 - Replace the 100 watt incandescent lamps with dimmable LED flood lamps.

Heating Plant – Steam to Hot Water Heat Exchanger

The existing heating plant consists of four (4) steam boilers that serve heating coils and radiators throughout the building. These boilers are 13 years old and have automatic boiler burner controls. It is assumed that the modernization plan will replace steam air handling units and terminal units with hot water units. Due to the age of the boilers a replacement of the boilers would not be funded by the state. A heat exchanger would be installed under the EPC that would convert the steam to hot water for use in the building. The balance of the system components, pumps, terminal units, etc. would be installed under the capital project. Energy savings would be achieved through the increased control ability of hot water terminal units versus steam heating units.

Chilled Water Plant

The facility has a 1970s era Trane Centravac chiller which serves several of the dual duct air handling units. This chiller would be replaced with a 230 ton Multistack magnetic bearing chiller. Energy savings will be achieved by an increase in the equipment efficiency, the proposed chiller has an IPLV of .36kW/ton. Additional energy costs savings will be realized from a peak demand reduction during the cooling season.

Pool Cover

The pool is utilized during school hours for various activities. When not in use the pool area is locked and the pool remains heated and uncovered. This measure would install an automatic pool cover that would be deployed by the faculty during unoccupied periods. Energy savings from the implementation of this pool cover are achieved by reduction the evaporative losses from the pool surface. The cover will trap heat in the pool reducing the load on the pool heating equipment.



Comprehensive School Facilities Modernization Plan for Rochester City Schools

ARCHITECTURE ENGINEERING PLANNING ENERGY SERVICES CONSTRUCTION MANAGEMENT



November 2, 2010

Mr. Carl Thurnau, P.E.
Coordinator
Office of Facilities Planning
Room 1060
Education Building Annex
Albany, New York 12234

**SUBJECT: ROCHESTER CITY SCHOOL DISTRICT
ROCHESTER SCHOOLS MODERNIZATION PROGRAM
ENERGY PERFORMANCE CONTRACT**

Dear Mr. Thurnau:

Thank you for taking the time to meet with us on October 22, 2010 to discuss how an energy performance contract may be utilized in the Rochester Schools Modernization Program (RSMP). As you know the objective of our effort is to reduce energy operating costs of the RSMP work while reducing the local share to the District.

In an effort to make sure that we all have the same understanding of what would be acceptable to include in an energy performance contract, we have summarized the items that were discussed on October 22.

The following is a summary of energy performance contract issues discussed at the meeting:

1. A traditional ESCO led energy performance contract (EPC) project or a self-performing EPC project is acceptable to SED to reduce/offset the local share for Rochester School's Facilities Modernization Program.

The self-performing EPC model is being used at Syracuse Schools and involves the value/cost of the EPC being determined upfront by cost estimators for the RSMP program and savings calculations from Wendel. The energy consultant will put together a detailed audit of the scope to be included in the EPC to be reviewed by SED. The self-performing EPC project will comply SED requirement of an aggregate 18 year payback criteria for the Phase 1 program buildings, generate a neutral to positive cash flow based on the project financing, and will not require a savings guarantee or measurement and verification. In essence, the savings guarantee is stipulated upon review and approval of the calculations by SED.

2. Incremental Energy Improvements: For work such as roof, window, or chiller replacements, can the EPC/local share include only the incremental cost of exceeding the energy code, utilizing only the incremental cost to calculate payback of the measure?
 - This would not be acceptable to SED, as the engineers/architects should strive to design the most efficient systems within the available budget.

3. Heating Plant / Boiler Replacements (Steam to HW) – For steam boiler and distribution systems, can the scope of work be split up so that the EPC would replace boilers and all associated equipment within the boiler room and the capital project would replace all work outside of the boiler such as convectors/UV's, etc.. This would allow for a higher efficiency HW boiler system and improved control over space conditioning. The EPC would include savings for improvements to the boiler system efficiency and improved space control.
 - This approach is acceptable to SED.
4. Replacement of equipment that was replaced in previous project – With the re-programming and gut/major renovations planned, it may be necessary to replace equipment that was installed under previous EPC or capital projects. An example of this may be gym or classroom lighting fixtures that were replaced or classroom/hallways that received lamp and ballast retrofits under previous projects.
 - SED indicated that the term of the financing/building aid paid on the previous project may impact the amount of aid on the new work. This would be handled on a case by case basis. This may not apply to areas where lamp and ballast work was not counted as capital work and therefore was not included in the building aid previously.
5. Daylighting Controls - During the previous EPC, analog occupancy sensors were installed in classrooms. New digital sensors and photocells are available for more enhanced control of lighting. Options exist to replace existing analog sensors with digital technology which would allow for manual-on operation and advanced daylighting controls for lighting along the window.
 - SED indicated that the term of the financing/building aid paid on the previous project may impact the amount of aid on the new work. This would be handled on a case by case basis. This may not apply if analog sensors and relays are left in place and additional devices are added on to the system.
6. Occupancy Sensors in Hallways or Stairways – Are these systems allowed by SED if separate egress lighting is used to minimum light levels?
 - SED indicated that this would be allowed.
7. Photovoltaic Installations – Can PV installation be installed in an EPC project to be owned by the District or as Power Purchase Agreement (PPA) where the contractor owns the system and sells power to the District/School?
 - SED indicated that PV installations owned by the District can be included and more information would be needed with regard to the PPA.



Comprehensive School Facilities Modernization Plan for Rochester City Schools



8. Water Conservation - For installation of low flow urinals, water closets, faucets, and showers; can water savings be included in the payback analysis in addition to energy savings?
 - No opinion was given by SED, although SED has not allowed this in the past.
9. Can escalation of utility rates be used in the 18 year payback calculation?
 - SED indicated that only the current energy rates can be used in the 18 year payback calculation.
10. Can annual demand response payments from a NYISO be included in an EPC in the 18 year payback calculation and/or cash flow?
 - SED indicated that this would be considered if capital improvements to controls or equipment were required to receive payments and more information would be required for SED to make a final determination.

Other questions that were not discussed at the meeting, but also require clarification are listed below:

1. Can the self-performing EPC material costs only in calculating the simple payback of a measure? As an example, in areas that require heavy renovations, can the EPC project cover the new lighting fixtures and the main FMP project covered the installation labor? This was done previously at Buffalo Schools between the NYPA ESP project and the building modernization project.
2. Re-lamping with Super T8 Lamps - For lighting fixture to remain or be re-used, can re-lamping with Super T8 lamps be included in the EPC/local share and/or 18 year payback calculation?
3. VFD's on Unit Ventilators - For newer unit ventilators that are bringing in ventilation per current code, can VFD's be installed to modulate air speed based space temp. This would require the OA damper to modulate to maintain the required ventilation rates.

We appreciate your time in reviewing these items. Please provide any further clarifications to these items in writing.

Please do not hesitate to contact me if you have any questions or concerns.

Sincerely,

Wendel

A handwritten signature in black ink, appearing to read "Dominic Insinna".

Dominic Insinna
Project Manager

Cc: Debbie Johnson, SED
Curt Miller, SED
Martin Doyle, SED
Tom Roger, Gilbane/RSMP
Tom Keysa, RCSD
Joe DeFazio, Wendel
Scott Smith, Wendel