

## VILLAGE OF BROCKPORT

"To provide a high quality of life for all residents, exercising fiscal responsibility and preserving Brockport's unique heritage and historic character."

### VILLAGE BOARD - MEETING AGENDA

**Monday, December 5, 2016 7:00pm**

**Location: Village Hall conference room**

- **CALL TO ORDER / PLEDGE:** please silence cell phones & electronic devices
- **MOMENT OF SILENCE:** to honor those who serve our Country, enforce our laws, & respond to emergencies
- **BROCKPORT HISTORICAL MOMENT:**
- **OATH OF OFFICE:** (ceremonial) none
- **CERTIFICATES & PROCLAMATIONS:** none
- **PUBLIC HEARINGS:** none
- **PUBLIC COMMENT:** 5 minute limit per person / state name & address for record & speak directly to entire Board / share if this is a prepared statement & submit hard copy to Clerk after reading (& electronically next day)
  
- **GUESTS:**
  - A representative from the Housing Task Force – recommendations from study re refuse collection options
  
- **CONSENSUS ITEMS:**
  - Approval of minutes – 11/21/16 & 11/28/16
  - Approval of bills to be paid
  
- **CLERK REPORT:**
  - Clerk – Leslie Ann Morelli
  
- **PERSONNEL ITEMS:**
  - Appoint to fill some Board/Committee vacancies
  
- **OLD or NEW BUSINESS:**
  - SEQR Lead Agency concurrence – BCSD – re 2017 Capital Improvement Project
  - NYS DPS – winter outreach & education campaign – managing energy bills while staying safe & warm
  
- **VILLAGE BOARD REPORTS:**
  - Mayor Margaret B. Blackman
  - Trustee/Deputy Mayor William G. Andrews
  - Trustee Annette M. Crane
  - Trustee Katherine J. Kristansen
  - Trustee John D. LaPierre
  
- **EXECUTIVE SESSION (if needed)**
  
- **ADJOURNMENT**

#### **Upcoming:**

- ❖ Village Board meeting: 7pm Monday, 12/19 (w/ Attorney & Treasurer & Department Heads)
  - ❖ Village Hall closed for holiday: Monday, 12/26

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  - ❖ Village Hall closed for holiday: Monday, 1/2
  - ❖ Village Hall closed for holiday: Monday, 1/16
  - ❖ Village Board work session: 7pm Monday, 1/23 (w/ Treasurer & Department Heads re budget)
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## GUIDELINES FOR PUBLIC COMMENT:

The public shall be allowed to speak only during the public comment period of the meeting or at such time as recognized by the presiding officer.

- Speakers must be visible.
- Speakers must give their name, address and organization, if any.
- Speakers must be recognized by the presiding officer.
- Speakers must limit their remarks to (5) five minutes on a given topic or extended if recognized by the presiding officer.
- Board members may, with the permission of the Mayor, interrupt a speaker during their remarks, but only for the purpose of clarification or information.
- All remarks shall be addressed to the Board as a body and not to any member thereof.
- Speakers shall observe the commonly accepted rules of courtesy, decorum, dignity and good taste.
- Interested parties or their representatives may address the Board by written communications in the event of creating a hardship to attend the meeting personally.

**Village of Brockport**  
**Budget Preparation Calendar**  
**Fiscal Year June 1, 2017 – May 31, 2018**  
Adopted by Village Board 7/18/16

Monday, November 7, 2016 <i>done 10/12/16</i>	Treasurer to notify Department Heads & Village Justices (via memo with templates) of the necessity for expense estimates
Monday, December 12, 2016	Department Heads & Village Justices to submit expense estimates to Treasurer
Monday, January 23, 2017- 7pm	Village Board work session - with Treasurer & Department Heads to discuss department budget requests
Monday, February 27, 2017 – 7pm	Village Board work session - with Treasurer to discuss & make revisions to budget requests (if necessary)
Monday, March 6, 2017 – 7pm	Village Board meeting - Treasurer will provide updated information regarding budget development
Wednesday, March 16, 2017	Treasurer to file tentative budget with Clerk (must by March 20 <sup>th</sup> )
Monday, March 20, 2017 – 7pm	Village Board meeting - Treasurer will provide updated information regarding budget development
Wednesday, March 22, 2017 for March 26, 2017 edition	Clerk to publish notice of receipt of tentative budget from Treasurer & of upcoming public hearing on proposed budget
Monday, March 27, 2017 – 7pm	Village Board work session – with Treasurer to discuss & make revisions to tentative budget (if necessary)
Monday, April 3, 2017 – 7pm	Treasurer to present proposed budget - public hearing
Monday, April 17, 2017 – 7pm	Village Board meeting – adopt budget (must by May 1 <sup>st</sup> )

# Housing Task Force

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Village of Brockport, Brockport, NY 14420

**11-14-16**

**Members of The Village Board**

**Village Hall, 49 State Street**

**Brockport, NY 14420**

**Subject: Refuse Collection**

**Dear Members of The Village Board:**

**The Housing Task Force has completed a study re: refuse collection options for the Village of Brockport. We met with Waste Management, Modern, and Suburban on this issue, over the past 18 months.**

**Attached, for your consideration, please find:**

**Our list of our recommendations**

**A copy of an RFP from Orleans County, NY**

**A letter from Joseph Hickman, Modern Disposal to Nadine Hanlon, Clerk, Legislature, Orleans County, NY**

**Sincerely,**

**Martha Lemcke, Chairperson**

**Valerie Ciciotti**

**Annette Crane**

**Michael Hayes**

**Pam Ketchum**

**David J. Miller, Jr.**

**Harley Perry**

**Marcelle Stickle**

**Charles Switzer**

**LIST OF HTF RECOMMENDATIONS, Re: REFUSE COLLECTION  
TO PRESENT TO THE VILLAGE BOARD**

- **On Rental Registration Forms – add the question – “who is your refuse collector?” (Note: Refuse companies must have a registered Part 364 Waste Hauler’s Permit.)**
- **HTF recommends changing the Village Code to make it a requirement for every property to have professional licensed waste removal (this would eliminate the importation of garbage from one property to another when several properties are owned by one person).**
- **WM corporate attorney is willing to assist (at no cost) our village attorney with code changes.**
- **Ask haulers to provide the village with a list of properties serviced by them, which have dumpsters. This list would be compared to the list of properties that the village maintains (properties that have approval to have a dumpster).**
- **Submit an RFP (Request for Proposals) based on what we want included in our contract:**
- **a) We would want savings for village residents, if one hauler was used. #1 on Wish List.**
- **b) we would prefer less days of the week for pickup (trucks traversing the streets)** Trucks would collect village in segments eliminating multiple routes. Tuesdays, Wednesdays, Thursdays; curbside service. Bulk refuse dates would be included in the contract. No bags or cans of grass allowed.
- **c) recycling pickup (note: electronics, computers and monitors, etc. can be recycled through special recycling events, or, at : Ecopark, 10 Avion Drive, Rochester, NY ? (Or, stickers sold at Village offices for pickup of such items. )**

- **d) Appropriate sized totes for size/amount of people per residence.** Cost varies/size of tote needed. Contractors will supply the totes; residents pay for their own containers.
- **e) WM rep. can work with larger, multi-units to do needs assessments**
- **f) Billing monthly, quarterly, yearly? Through tax bill?** Village adds on an administrative charge to cover extra work for employees (Refuse District Tax). Do this like the water bill; separate entry, coordinate with water bill.
- **g) Fines imposed and be paid to and retained by the Village of Brockport? Fine doubled if not paid within 30 days?** Example of penalties for such offenses: A) written warning or notice for 1<sup>st</sup> violation, \$25 fine for 2<sup>nd</sup> violation, \$50 fine for 3<sup>rd</sup> violation, \$100 for 4<sup>th</sup> and any subsequent violations.
- **h) Who enforces placement and removal of refuse and recycling containers within a specified amount of time? Code Enforcement? Police Department?**
- **i) RFP DO or DON'T – Yes, find out if residents could save money and uniformity be achieved. Agreed, if a cost savings, it will go to a referendum; if too costly, this issue ends.**
- Include an example of an RFP. We have an example from Orleans County.
- Include a copy of a letter from Joseph Hickman, of Modern, to Nadine Hanlon, Clerk, Legislature, Orleans County.

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Andrea



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## Housing Task Force report for Trash Hauling System

Andrea Perry

Mike Hayes

The housing Task Force considered 3 options for residential trash removal in the Village of Brockport.

## Option 1-competitive companies

The existing trash removal system has competing companies removing residential trash on a weekly basis. A task force member asked one of the companies if they remove all trash placed at the curb. The reply was "yes." We asked "why?" The answer was-" because of the competition." Presently Brockport residents have a choice between competing companies.

Residents can have service stopped off for vacations. Snow birds can stop service for the time they are gone.

Companies offer discounts to seniors or for a lump sum payment.

## Option 2-The Village of Brockport contracts with one company.

The Village would be required to provide each residence with two 96 gallon totes at \$55 each plus recycling bins. The total cost for 2528 households at \$110 is \$138,000 plus recycle bins or about \$150,000 total. A resident would be limited to 2 totes.

There would be an extra fee for additional trash. The driver or supervisor notifies the Village and the Village would have to collect the fee from the resident.

Complaints from a resident must be handled by Village office staff.

A contract must be let and prevailing wages must be paid by the contractor.

The hauler does not collect the yearly fee because the hauler is under contract to the Village. Residents must pay yearly whether at home or not.

The fee would be prorated for the number of units being served.

Residents would pay a yearly fee to the Village at tax time.

A fuel escalation clause must be included in the contract.

The contract should be for three years to allow a contractor to recoup his costs for additional trucks and personnel.

## Option 3-The Village of Brockport creates a trash removal department.

Village employees would pick up all trash from residents.

The Village would be required to purchase:

Two trash compactors @ \$ 700,000 to \$ 800,000 each.

Totes @ \$ 138,000 plus recycle bins

New personnel would be hired, probably five or six.

It is estimated that one million dollars would be needed for start up costs.

After reviewing these options, the Task Force recommends that the existing trash removal system is working well for the residents at this time and no changes should be made.

Submitted by,  
Harley Perry

Reply, Reply All or Forward | More



ORLEANS COUNTY  
REQUEST FOR PROPOSALS  
FOR

CURBSIDE COLLECTION AND REMOVAL OF  
REFUSE, GARBAGE AND RECYCLABLES

RFP 2010

ISSUE DATE:

JUNE 7, 2010

DUE DATE:

JULY 30, 2010

1:00 P.M., LOCAL TIME

RESPOND TO:

**ORLEANS COUNTY LEGISLATURE  
3 SOUTH MAIN STREET, SUITE 2  
ALBION, NEW YORK 14411**

ATTENTION:

NADINE P. HANLON  
CLERK OF THE LEGISLATURE

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**NOTICE TO BIDDERS**

Sealed Bids for the following items and/or services will be received and publicly opened at the stated date and time at the office of the Clerk of the Legislature, 3 South Main Street, Suite 2, Albion, New York 14411 (585) 589-7053. Specifications and bid forms are available at the above address.

**Curbside collection and removal of refuse, garbage, and recyclables**

Return date is July 30, 2010, at 1:00 p.m.

Dated at Albion, New York

June 7, 2010.

By Charles H. Nesbitt, Jr.

Orleans County Chief Administrative Officer

**COUNTY OF ORLEANS**

**SPECIFICATIONS FOR THE COLLECTION AND DISPOSAL OF  
REFUSE, GARBAGE, AND RECYCLABLES**

**BACKGROUND**

The County of Orleans encompasses 396 square miles along the southern shore of Lake Ontario, approximately midway between the cities of Rochester and Niagara Falls, New York. It is comprised of ten towns and four villages.

The population of Orleans County, based on the 2000 census and excluding 3,486 residents of group quarters such as state prisons and nursing homes, is 41,905. Included in this count are an unknown number of residents living in 934 mobile homes located in 12 mobile home parks. According to the census, Orleans County has 15,363 occupied housing units.

There are approximately 785 miles of streets, roads, and highways in Orleans County.

Based on assessment information, eligible properties include: 14258 units (residential, commercial) with approximately 1,032 of these being serviced seasonally (one-half year May thru October). The County has agreements with fourteen (14) municipalities to provide curbside refuse collection and recycling county wide. The following series of charts provide more detail about the preceding information.

**Table DP-1. Profile of General Demographic Characteristics: 2000**  
 Geographic Area: Orleans County, New York

[For information on confidentiality protection, nonsampling error, and definitions, see text.]

Subject	Number	Percent	Subject	Number	Percent
Total population	44,171	100.0	<b>HISPANIC OR LATINO AND RACE</b>		
<b>SEX AND AGE</b>			Total population	44,171	100.0
Male	21,891	49.6	Hispanic or Latino (of any race)	1,719	3.9
Female	22,280	50.4	Mexican	359	0.8
Under 5 years	2,747	6.2	Puerto Rican	862	2.0
5 to 9 years	3,175	7.2	Cuban	52	0.1
10 to 14 years	3,510	7.9	Other Hispanic or Latino	446	1.0
15 to 19 years	3,354	7.6	Not Hispanic or Latino	42,452	96.1
20 to 24 years	2,391	5.4	White alone	38,552	87.3
25 to 34 years	5,985	13.6	<b>RELATIONSHIP</b>		
35 to 44 years	7,848	17.8	Total population	44,171	100.0
45 to 54 years	5,866	13.3	In households	40,685	92.1
55 to 64 years	2,125	4.8	Householder	15,363	34.8
65 to 74 years	1,695	3.8	Spouse	8,343	18.9
75 to 84 years	2,019	4.6	Child	13,077	29.6
85 years and over	707	1.6	Own child under 18 years	10,373	23.5
Median age (years)	36.2	(X)	Other relatives	1,635	3.7
13 years and over	32,612	73.8	Under 18 years	75	0.2
Male	15,902	36.0	Nonrelatives	2,267	5.1
Female	16,710	37.8	Unmarried partner	1,247	2.8
21 years and over	30,883	69.9	In group quarters	3,466	7.9
62 years and over	6,446	14.6	Institutionalized population	3,271	7.4
65 years and over	5,472	12.4	Noninstitutionalized population	215	0.5
Male	2,308	5.2	<b>HOUSEHOLD BY TYPE</b>		
Female	3,164	7.2	Total households	15,363	100.0
<b>RACE</b>			Family households (families)	10,830	70.6
One race	43,636	98.8	With own children under 18 years	5,371	35.0
White	39,367	89.1	Married-couple family	8,343	54.3
Black or African American	3,230	7.3	With own children under 18 years	2,775	24.5
American Indian and Alaska Native	203	0.5	Female householder, no husband present	1,719	11.2
Asian	142	0.3	With own children under 18 years	1,102	7.2
Asian Indian	33	0.1	Nonfamily households	4,524	29.4
Chinese	26	0.1	Householder living alone	3,547	23.7
Filipino	18	-	Householder 65 years and over	1,649	10.7
Japanese	13	-	Households with individuals under 18 years	5,897	38.4
Korean	25	0.1	Households with individuals 65 years and over	3,351	25.1
Vietnamese	6	-	Average household size	2.65	(X)
Other Asian <sup>1</sup>	21	-	Average family size	3.13	(X)
Native Hawaiian and Other Pacific Islander	12	-	<b>HOUSING OCCUPANCY</b>		
Native Hawaiian	8	-	Total housing units	17,347	100.0
Guamanian or Chamorro	2	-	Occupied housing units	15,363	88.6
Samoan	1	-	Vacant housing units	1,884	11.4
Other Pacific Islander <sup>2</sup>	2	-	For seasonal, recreational, or occasional use	688	5.1
Some other race	652	1.5	Homeowner vacancy rate (percent)	2.1	(X)
Two or more races	535	1.2	Rental vacancy rate (percent)	8.5	(X)
<b>Race alone or in combination with one or more other races:<sup>3</sup></b>			<b>HOUSING TENURE</b>		
White	39,853	90.2	Occupied housing units	15,363	100.0
Black or African American	3,472	7.9	Owner-occupied housing units	11,621	75.6
American Indian and Alaska Native	404	0.9	Renter-occupied housing units	3,742	24.4
Asian	206	0.5	Average household size of owner-occupied units	2.71	(X)
Native Hawaiian and Other Pacific Islander	31	0.1	Average household size of renter-occupied units	2.45	(X)
Some other race	781	1.8			

- Represents zero or rounds to zero. (X) Not applicable.

<sup>1</sup> Other Asian alone or two or more Asian categories.

<sup>2</sup> Other Pacific Islander alone or two or more Native Hawaiian and Other Pacific Islander categories.

<sup>3</sup> In combination with one or more of the other races listed. The six numbers may add to more than the total population and the six percentages may add to more than 100 percent because individuals may report more than one race.

Source: U.S. Census Bureau, Census 2000.

Orleans County  
Number of Units

Towns	0.5	1	1.5	2	3	4	5	6	9	10	11	26	150	Total Units Town
Albion	2	2,035		21	2	1				1		1		2,124.00
Barre	1	754		8					1					779.50
Carlton	223	1,364	4	26	2	1	1							1,548.50
Clarendon		1,065		6		1								1,081.00
Gaines	2	879		14	2	2							1	1,072.00
Kendall	6	1,095		14										1,126.00
Murray	1	1,527		24	4									1,587.50
Ridgeway	2	2,408		41	3			1						2,506.00
Shelby		1,674		23	4									1,732.00
Yates	306	983	2	11	2									1,167.00
<b>Total Unit type</b>	<b>543</b>	<b>13,784</b>	<b>6</b>	<b>188</b>	<b>19</b>	<b>5</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>0</b>	<b>1</b>	<b>1</b>	
														<b>Total Taxable Units</b>
<b>County Taxable</b>	<b>272</b>	<b>13,784</b>	<b>9</b>	<b>376</b>	<b>57</b>	<b>20</b>	<b>5</b>	<b>6</b>	<b>9</b>	<b>10</b>	<b>0</b>	<b>26</b>	<b>150</b>	<b>14723.50</b>

Solid Waste Collection tonnages

2002	19,278	2003	19,103
2004	19,731	2005	19,103
2006	19,661	2007	17,383
2008	20,444	2009	17,714

Recycling Rate in Orleans County runs between 10% and 15%

2008	1,852 tons	2009	1,759 tons
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All the information provided herein is accurate to the best of our knowledge however each bidder should make an independent investigation of such records and any other relevant facts, conditions, and circumstances existing in connection with the performance of this contract in preparing and submitting any bid. After bids have been submitted and opened the bidder shall not assert that there was a misunderstanding concerning the quantities of materials to be collected or the number of eligible properties to be serviced.

A local law establishing mandatory recycling has been adopted by the Orleans County Legislature, requiring hauler licensing and designates recyclables for source separation by eligible residential, commercial and institutional properties. However, the county makes no guarantee of number of service stops or participation rate of recycling.

#### 1. TERM AND SCOPE OF CONTRACT

The initial contract term shall be twenty—four (24) months, commencing January 1, 2011. The base bid shall provide for the annual collection, transport and disposal of refuse and items with re Fridgerants, and collection and processing of recyclables, as hereinafter described, from all residential, commercial and other units located in the county. The contractor will also be required to offer additional services to eligible properties as well as a subscription service to miscellaneous properties which are not eligible for service under the base bid at a price to be fixed under this contract. The contractor will also be required to assist the county in educating the public by publishing and distributing a collection schedule and recycling guidelines.

#### 2. OPTION TO RENEW

The County shall have the option to renew this agreement on the same terms and conditions for three additional two-year period (making a total combined possible period of eight (8) years). Such additional two (2) two year extensions shall be on the same terms and conditions except the contract price which shall be adjusted for the CPI factor, as herein defined.

The contract price, will be adjusted upwards or downwards at the beginning of each year of the agreement, beginning January 1, 2013. This adjustment will be based on the Consumer Price Index (CPI) for all urban consumers (all items) as published by the U.S. Department of Labor, Bureau of Labor Statistics, for the Northeast Regional area. The adjustment will be equal to the net percentage of change over the then most recent twelve (12) month period for which the index figures are available as of October 1 in the preceding year.

#### 3. SERVICE OF ADDITIONAL CONSTRUCTION DURING TERM OF CONTRACT

The Contractor will be required to service all units of new construction, which are eligible for service under this agreement for the balance of the calendar year in which the units are constructed. Such service will be provided at no additional annual cost except as provided below. Adjustments to the annual cost during the calendar year shall be allowed on a prorated, per unit basis for:

- A. Increases or decreases in the number of units of service requested by a property owner, and approved by the county.
- B. Major new development where five (5) or more contiguous properties require service.
- C. *Reduction in the number of eligible units should the county elect to discontinue* service to any class or groupings of properties.

#### 4. REFUSE AND WASTE MATERIALS

For the purpose of this contract, "refuse and waste material" shall include, but not be limited to: garbage, burnable and non—burnable rubbish, putrescible and non—putrescible solid waste, ashes, construction and demolition debris (except such building materials as may have been left by a contractor working in premises), yard waste, and bulky items such as, but not limited to, furniture, Christmas trees, carpets,

mattresses, bed springs and other large and/or dense items not including tires. Refuse and waste material shall not include dead animals, fecal matter, explosives, infectious agents, industrial wastes, flammable liquids, pesticides, oils, solvents or other regulated hazardous wastes as defined by Title 6 NYCRR Part 371.

5. WHITE GOODS

For the purposes of this contract, "white goods" shall include: stoves, clothes washer, clothes dryer, hot water tanks.

6. ITEMS WITH REFRIGERANTS

For the purposes of this contract dehumidifiers, refrigerators, freezers, room air conditioners, drinking water coolers and other such products designed for home use.

7. RECYCLABLES

For the purpose of the base bid, "recyclables" include:

- a) Recyclables shall be collected as "Single Stream" and delivered as "Single Stream" to a designated MRF. "Single Stream Recycling" shall mean a system in which all paper fibers and containers such as glass, plastic and aluminum are mixed together in the same recycling bin or cart for collection.
- b) The Contractor shall be responsible for the collection of recyclables left in appropriate containers and that are placed no more than five feet from the curb. The Contractor shall be also be responsible to collect corrugated cardboard that is flattened and left no more than five-feet from the road.
- c) Excluded from the definition of recycling materials are the following which the Contractor shall have no obligation to accept or process (herein the "excluded wastes"): any radioactive, volatile, highly flammable, explosive, toxic, biomedical, or hazardous material or any other waste or material not meeting the requirements of this contract. The term "hazardous material" shall include, but not be limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency of jurisdiction. However, it is reasonable to expect that there is a chance of accidental mixing of such waste with the normal refuse stream. The contractor must be prepared to deal with such situations. The County must be contacted when the Contractor finds such material. The Contractor should be prepared to display good faith effort to remove contaminated recycling materials and materials that are not listed as recyclable.
- d) If the Contractor identifies items placed in recycle containers that are not acceptable as recyclable, it shall be responsibility of the Contractor to remove said items from the containers, collect the remaining recyclables, and return the offending items back into the recycling box. The Contractor shall leave a notice in or on the container describing acceptable items that may be set-out for recycling.
- e) Contractor shall be held responsible for contaminated loads at the designated MRF.
- f) The trucks used for the collection of recyclables shall be kept clean at all times and must be clearly marked as "Recycling" trucks and identified differently from vehicles utilized by the Contractor to collect regular garbage.

**8. SET OUT/COLLECTION REQUIREMENTS**

A. The contractor agrees to collect a maximum of six (6) items of refuse and waste materials (a combination of bags, cans, bundles, etc.), recyclables and one bulky or white goods item per eligible property, placed within five (5) feet of the street edge or curb of the street adjoining premises. Collection of such refuse and waste material, recyclables and bulky items shall take place on the same day once each week. All collections should be accomplished on workdays between the hours of 6:30 a.m. and 6:00 p.m., which hours may be altered in case of emergency only upon permission granted by the Chairman of the Orleans County Legislature. Upon notice of award, the contractor shall file within 60 days, with the County, a proposed schedule for collection routes to the County and also provide after approval of such schedule, public notice in the local newspapers and letter or postcard to each household to properly advise the residents of the collection schedule.

B. Collection of one item with refrigerant shall take place once each month during the term of this contract according to a schedule to be established by the parties hereto.

C. The County will require that all refuse and waste material presented for removal shall be placed in water tight garbage cans of 20 gallon or 30 gallon capacity equipped with bales or handles, and fitted with a cover, or shall be placed in water tight 3 Mil minimum plastic bags, except as follows:

1. Leaves, shrubs and plant trimmings, grass and weeds may be placed in plastic bags, 3 Mil minimum, or bushel baskets of adequate strength with solid bottoms and two handles.

2. Securely tied bundles of brush of not more than four (4) feet in length (with the exception of Christmas trees) and single non—receptacle items too large for contained handling may be placed in neat and orderly fashion in such condition that they may be readily handled by one person without falling apart.

3. Ashes, plaster, stone and brick must be placed in metal containers equipped with bales or handles, in a covered container.

4. Securely tied bundles of newspapers, magazines and paper cartons collapsed into flat pieces may be placed for curbside collection and recycling. The County will require that recyclables as defined herein shall be placed in a recyclable container. The County, at its option, may provide for separate bundling of newspapers and/or flattened cardboard.

5. Household sharps shall be placed in plastic containers, then in the middle of a 3 Mil bag, which is then placed in a garbage can.

6. Sixty (60) pounds is the maximum weight of the container, including contents, and of paper bundles too large for container handling, which contractor will be required to handle. White goods and bulky items are exempted from this weight restriction.

7. Recyclables shall be commingled within containers. Volume of recyclables set out for collection shall be that typically generated weekly in a single-family household.

D. Contractor acknowledges that the refuse or garbage containers are the property of the customers or the County and will be treated as such. Containers will be placed off the public highways when emptied and will be handled at all times so as to prevent damage to the container and to minimize noise of handling and collection.

E. Contractor shall provide the vehicles and equipment necessary to accommodate onroute separation of recyclables from waste and shall secure and cover all materials for transport to an appropriate solid waste management facility.

**9. SET OUT REJECTION PROCEDURE**

Contractor shall leave material that does not conform to the standards of local separation laws and county guidelines and shall leave a notice of rejection to inform the waste generator of the requirements. Copy of all such notices must be maintained by contractor and provided to the County on a monthly basis or as requested. Contractor shall provide the notice of rejection form, which shall be approved by the County.

**10. ADDITIONAL SERVICE**

Contractor shall make available the following services to all properties eligible for service under the base bid upon notification by the county. The price of additional service shall be the same as for service established in the base bid.

A. Full Service Waste/Recycling Collection: weekly collection, for a full calendar year, of six (6) bags of waste, recyclables, bulky items, and monthly collection of white goods with refrigerant.

B. Seasonal Waste/Recycling Collection: Service as provided in A. above except such service will be provided during the months of May through October.

**11. SUBSCRIPTION SERVICE**

The contractor shall make available subscription services to all properties eligible for service under the base bid. Subscribers shall be billed individually by the contractor at the price fixed in this bid. Contractor may bill subscribers in advance in monthly units not exceeding six months.

A. Recycling Service: weekly collection of recyclables as defined in section 7 above.

B. Cardboard Recycling Dumpster: weekly service for siting and servicing 8 c.y. dumpster.

C. Cardboard Hand Stop: weekly collection of 2 c.y. of bundled corrugated cardboard.

***OPTION 1 Municipal Dumpster Service***

The Contractor will provide a dumpster and dispose of its contents in accordance with the following schedule:

Location #1 Highway Department  
225 West Academy Street  
Albion, NY 14411  
4 cubic yards – emptied once weekly

Location #2 Mental Health  
14014 Route 31  
Albion, NY 14411  
9 cubic yards – emptied once weekly

Location #3 Jail  
27 Platt Street  
Albion, NY 14411  
9 cubic yards – emptied twice weekly

Location #4 Nursing Home  
14012 Route 31  
Albion, NY 14411  
(2) 8 cubic yards – emptied three times weekly

Location #5 Marine Park  
Point Breeze Road  
Waterport, NY 14571  
9 cubic yards – emptied once weekly during season  
May – October

Location #6 Emergency Management  
14064 County House Road  
Albion, NY 14411  
(2) 95 gal. Totes bi-weekly

Location #7 Public Safety Building  
13925 Route 31 West  
Albion, NY 14411  
9 cubic yards – emptied once weekly.

#### 12. ENTRY INTO BUILDING

Contractor is not required to enter any building for the collection of refuse and waste material.

#### 13. COLLECTION SCHEDULE

A. The County and contractor shall agree as to the schedule of collection for all roads and streets within said County. Contractor agrees that the streets scheduled for collection on a certain day shall be serviced and collected on said day. Recyclables will be collected on the same scheduled garbage pickup day. In the event that a scheduled collection day falls on Christmas, New Years Day or a legal holiday as defined by State law, the contractor may reschedule the collection to the earliest succeeding workday. The contractor shall notify the County in writing by January 15th of each year of those holidays that the contractor will not work for the year. All stops shall be serviced at least once weekly. No refuse collection will be made on a Saturday or Sunday. It is the intention of the parties to strictly adhere to the above in order to reduce the number of days refuse will be adjacent to the streets, and thus eliminate littering and to promote the general safety, health and welfare of the County.

B. If, due to unsuitable weather or any other unforeseen circumstances, including holidays, the contractor fails to furnish the collection on the days specified in the schedule, the contractor will resume on the route, which was to be collected on the day, which was missed. Saturday collection will be allowed in this situation. Contractor will exercise due diligence to prevent collection of any route from being more than twenty-four (24) hours overdue from the schedule. If such conditions should continue for an entire collection cycle or more, the contractor shall collect all solid waste amassed for collection. The collection that resumes scheduled service shall take all boxes, bags and other secure wrappers, and shall empty all temporary receptacles that customers have used when the regular cans and containers have been filled.

#### 14. DISPOSAL REQUIREMENTS

The contractor shall be required to dispose of all refuse, waste, items with refrigerants and recyclables at permitted waste management facilities and under disposal requirements in compliance with all applicable state and federal laws, rules, and regulations.

#### 15. SUBCONTRACT

The contractor shall not be permitted to subcontract all or any part of the work to be performed hereunder without first obtaining written permission from the County approving the subcontractor or subcontractors, his methods and equipment.

#### 16. PERSONNEL OF CONTRACTOR

The contractor shall require all his employees to be clean, properly attired and courteous at all times; not use loud or profane language and do their work as quietly as possible. Contractor will monitor this on a regular basis to assure compliance.

**17. COMPLAINTS**

Contractor acknowledges that this is a service type contract with the County of Orleans and that the customers are not parties to the contract. Contractor agrees, however, to receive requests for service, suggestions and complaints directly from customers, and to use all facilities of contractor to meet, satisfy and comply with customer complaints in accordance with the terms of the agreement. The Contractor will provide a toll free phone service during normal business hours to accept complaints. A log of all complaints must be maintained and must include the date of the complaint, the name, address, and phone number of the complainant and the nature of the complaint. Copies of these logs must be made available to the County upon request. Any impasse in relations between contractor and customer will be reported promptly to the Chairman of the County Legislature.

**18. PERFORMANCE BOND**

Within 10 days of Notice of Award, the contractor shall furnish a corporate surety bond or a letter of credit written by an acceptable bank as security for the performance of the Contract. Said bond or letter of credit must be in an amount equal to 100% of the base bid.

The surety on the bond shall be a duly authorized corporate surety company authorized to do business in the State of New York. Attorneys—in-fact who sign Performance Bonds must file with each bond an effectively dated copy of their power of attorney, bearing the seal of the company, evidencing such agent's authority to execute the bond. In case of extension or renewal of this Contract, the Contractor shall furnish a Performance Bond or Letter of Credit in the same amount and under the same terms as for the initial Bond or Letter of credit. The original surety, however, is in no way obligated to extend or renew the bond.

This Contract shall be subject to termination by the County at any time if said bond shall be cancelled or the surety thereon relieved from liability for any reason.

**19. PAYMENT**

County agrees to pay the contractor the total sum for the initial twelve (12) month period as shown in the proposal during the term of this agreement, payable in twelve (12) equal monthly installments commencing February 1, 2011.

**20. TERMINATION, STRIKES, ETC.**

If at any time the County shall find that the work is unnecessarily delayed or the contractor is willfully violating any of the conditions of the contract, or if the work be not completed within the time established, and if any such violation of the terms of the contract is not corrected within two days after notice to the contractor, then the County shall have the power to notify the contractor to discontinue all work, or any part thereof, by a written notice to be served upon the contractor either personally, or by leaving said notice at contractor's principal place of business, or with its agent in charge of the work, and thereupon the contractor shall discontinue all work, or such part thereof, and the County shall have the power to employ such and so many persons and equipment as it may deem advisable by contract or otherwise, to complete the work and to charge the expense thereof to the contractor.

If such terms are violated, the County of Orleans will notify the bonding company on the performance bond of the violation.

In the event the contractor is unable to comply with the terms of the agreement solely because of the strike, work stoppage or work slowdown by employees of operator, then the agreement shall be suspended (but not terminated) during the period of said strike, work stoppage or slowdown.

During the time of this suspension, the contractor shall forfeit the proportionate amount not earned and the County may contract with any other party for the collection of its refuse, garbage and recyclables. Should the strike, work stoppage or slowdown continue for a period of over four months, however, then the County may terminate the agreement pursuant to the terms of this section

**21. RECORDKEEPING/REPORTING REQUIREMENTS**

The contractor shall keep accurate records of the volume of garbage collected and disposal of, under this contract.

Records shall also be kept of the amount of recyclables collected and the sale price of recyclables sold using generally accepted accounting principles (GAP). The Contractor shall file a report monthly and at the end of each contract year, with the County stating the tonnage of garbage collected and of each material collected in Orleans County for recycling, the market price paid or received for each material, the total costs and/or revenues for each, and the recycling facility or facilities at which materials were received.

The contractor also agrees to comply with any county request for information if such information is available and if such information is required to complete state aid grant applications or state aid claims or to comply with state or federal rules, regulations, or laws.

**22. INDEMNIFICATION INSURANCE**

Contractor agrees to indemnify and hold harmless the County from any and all claims or causes of action in law, or in equity, arising out of, or in connection with, the performance of this agreement.

Contractor shall maintain and furnish to the County an insurance policy issued by an insurance company authorized to do business in the State of New York and providing general, auto and comprehensive liability coverage in the principal amount of at least **one million five hundred thousand (\$1,500,000.00) dollars and four million (\$4,000,000.00) dollars** umbrella coverage. The County shall be an additional insured under these policies. Certificates also are required showing proof of Workers' Compensation and New York State Disability Benefits coverage.

## FORM OF AGREEMENT

SAMPLE— Not For Execution

THIS CONTRACT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010 by and between the County of Orleans (hereinafter called the "County") and \_\_\_\_\_ (Hereinafter called "Contractor").

WITNESSETH:

WHEREAS, the Contractor did on the \_\_\_\_\_ day of \_\_\_\_\_ 2010, submit a proposal to provide Refuse, Garbage, and Recyclable material collection within the County and to perform such work as may be incidental thereto.

NOW, THEREFORE, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

1. The Contractor shall furnish all personnel, labor, equipment, trucks, containers and all other items necessary to provide Refuse, Garbage, and Recyclable Material Collection and Delivery services as specified and to perform all of the work called for and described in the Contract Documents.
2. The Contract Documents shall include the following documents, and this Contract does hereby expressly incorporate the same herein as fully as is set forth verbatim in this Contract:
  - A. The General Specifications.
  - B. Bid Specifications.
  - C. The Instructions to Bidders
  - D. The Contractors Proposal
  - E. The resolution of the County authorizing the work and services contemplated herein.
  - F. The performance Bond.
  - G. This instrument.
  - H. Any addenda or changes to the foregoing documents agreed to by the parties hereto.
3. All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to this Contract shall be made except upon the written consent of the parties, which consents shall not be unreasonably withheld. No amendment shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendment.
4. This Contract is entered into subject to the following conditions:
  - a. The Contractor shall procure and keep in full force and effect throughout the term of this Contract all of the insurance policies specified in, and required by, the Contract Documents.
  - b. Neither the Contractor nor the County shall be liable for the failure to perform their duties if such failure is caused by a catastrophe, riot, war, governmental order or regulation, strike, fire, accident, act of God or other similar or different contingency beyond the reasonable control of the Contractor.
  - c. In the event that any provision or portion thereof of any Contract Document shall be found to be invalid or unenforceable, then such provision or portion thereof shall be reformed in

accordance with the applicable laws. The invalidity or enforceability of any provision or portion of any Contract Document shall not affect the validity or enforceability of any other provision or portion of the Contract Documents.

IN WITNESS WHEREOF, We, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals at

Albion, New York, as of this      day of                      , 2010.

County of Orleans

\_\_\_\_\_  
By David B. Callard

Chairman of the Legislature

SEAL OF THE  
COUNTY OF ORLEANS

\_\_\_\_\_  
\_\_\_\_\_  
By \_\_\_\_\_  
\_\_\_\_\_

Contractor

ATTEST:

\_\_\_\_\_  
Clerk of the Legislature

*County of Orleans*  
*General Bid Specifications*  
Revised: 3/2/98

Specifications shall be binding upon bidders and contractors submitting bids or furnishing materials in connection with proposals received or contracts awarded by the County of Orleans

**BIDS**

1. All bids must be submitted on forms provided by the County. All bids must be sealed. The date and time of bid opening will be given on the Notice to Bidders. All bids will be opened and tabulated publicly at the time and place set forth in the proposal. All bids received after the time stated in the Notice to Bidders cannot be considered and will be returned unopened to the bidder.
2. All information required by the proposal and specifications must be supplied by the bidder. Each bid offered shall be construed to be completely in accord with the specifications and proposal unless the bidder explains all deviations and qualifications in detail on the bid proposal.
3. Prices and information required by the proposal, except the signature of bidder, should be typewritten or printed in ink for legibility. Bids written in pencil may be rejected. The County may interpret or reject illegible or vague bids and their decision shall be final. All signatures must be written in ink. Facsimile, printed, or typewritten signatures are not acceptable. No alteration, erasure, or addition is to be made in the typewritten or printed matter of the specification or the proposal.
4. It is the intent of the Owner to obtain a proposal for all work to be performed under this contract. The total price shall be the sum of all material and installation cost for each bid item as defined herein, to include all labor and material. Prices must be net, including transportation and delivery charges fully prepaid by contractor to the destination (s) indicated in the proposal. The price shall not include any sales tax. Cash discounts will not be considered as a basis for award in any contract.
5. No interpretation of the meaning of the specifications or other contract documents will be made to any bidder orally. Every request for such interpretation should be in writing addressed to Orleans County Legislature, 3 South Main Street, Court House Square, Albion, New York 14411-1495 and must be received at least five days prior to the date fixed for the opening of bids. Any and all such interpretations and supplemental instructions will be in the form of written addenda to the specifications, which, if issued, will be mailed by registered mail with return receipt requested to all prospective bidders (at the respective addresses furnished for such proposals), not later than three days prior to the date fixed for the opening of bids. Failure of any bidder to receive such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part

of the contract documents.

6. In all specifications or proposals, the words "or equal" are understood to appear after each commodity given manufacturer's name or catalog reference, or on any patented commodity. If bidding commodities other than those specified, bidder must in every instance give the trade designation of the commodity, the manufacturer's name, and detailed specifications of commodity proposed, otherwise bid will be construed as submitted on the identical commodity described in the specification.
7. Used, damaged, remanufactured or obsolete items are not acceptable unless specifically requested and if offered or delivered shall be rejected and the contract may be canceled.
8. When bids are requested on a number of commodities as a group, a bidder desiring to bid "no charge" on a commodity in the grouping must so indicate, otherwise such bid will be considered as incomplete and may be rejected. Any bidder failing to bid on 90% of items may have his bid declared incomplete. The bidder must insert the price per unit specified, and the price extension for each item in his bid if required. In the event of a discrepancy between the unit price and the extension, the unit price will govern. Prices must be extended in decimals, not fractions.
9. Bidders are cautioned to verify their bids before submission, as bids and amendments to bids or requests for withdrawal of bids received by the County after the time specified for the bid opening will not be considered.

**BID SECURITY**  
(Section 10 is applicable when checked)

10. Each bid shall be accompanied by security in an amount equal to at least five (5) percentage of the base bid made payable to Orleans County as a guarantee that if the contract is awarded to the bidder, he will sign the agreement and furnish satisfactory performance bonds insurance certificates.

Bid security shall consist of either:

- (1) a certified check
- (2) a bid bond secured by a guarantee or surety company authorized to do business in the state of New York. If a Successful bidder fails to sign the agreement and deliver required bonds and insurance certificates within ten days after receipt of the Notice of Award, he shall forfeit the bid security.

**SAMPLES**

11. When samples are required, failure to submit them in accordance with instructions may be sufficient cause for rejecting a bid or canceling an award.

12. If in the judgment of the County, the sample is not in accordance with the requirements stated in the specifications, all commodities delivered will be of the same quality and identity as the sample.

13. When an accepted sample exceeds the minimum specifications, all commodities delivered will be of the same quality and identity as the sample.

14. Samples must be submitted free of charge and be accompanied by the bidder's name and address, a statement indicating how and where the sample is to be returned to the bidder, and descriptive literature relating to the commodity. All samples are subject to tests in the manner and place designated by the County. Samples consumed or made useless by testing cannot be returned to the bidder. When the sample has not been impaired by testing and the bidder has failed to indicate the place and mode of return of the sample, it becomes the property of the County at the conclusion of the contract period.

15. Samples may be held by the County during the entire term of the contract for comparison with deliveries.

16. A proposal may indicate that the commodity to be purchased must be equal to a sample on display in a designated place. Failure on the part of the bidder to examine such sample shall NOT entitle him to any relief from the conditions imposed in the proposal, specification and related documents. If feasible, standard samples will be made available to the bidder for examination prior to the bid opening date.

#### AWARDS

17. The County reserves the right before making an award to make investigations as to whether or not the items, qualifications, or facilities offered by the bidder meet the requirements set forth in the proposal and specifications, and are ample and sufficient to insure the proper performance of the contract in the event of award. The bidder must be prepared, if requested by the County, to present evidence of experience, ability, financial standing, as well as a statement as to plant, machinery, and capacity of the manufacturer for the production and distribution of the commodity on which he is bidding. If, in the opinion of the County, it is found that the conditions of the proposal and specifications are not complied with, or that items proposed to be furnished do not meet the requirements called for, or that qualifications, financial standing, or facilities are not satisfactory, the County may reject such a bid. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that is obligatory upon the County to make any investigations before awarding a contract. It is further understood that if such investigations are made, it in no way relieves the contractor from fulfilling all requirements and conditions of the contract.

18. Contracts shall be let to the lowest responsible bidder. Responsibility is determined by taking into consideration the reliability of the bidder, the qualities of the articles proposed to be supplied, their conformity with the specifications, the purposes for which required and the terms of delivery and any historical performance record of the bidder that may be maintained by the County.

19. A bidder may be disqualified from receiving awards if such bidder, or anyone in his employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.

20. The County reserves the right to evaluate and/or reject all bids in whole or in part, and to waive technicalities, irregularities, and omissions, if in its judgment, the best interests of the County will be served.

21. The County reserves the right to make awards within forty-five (45) days after the date of the bid opening, during which period bids shall not be withdrawn.

22. If two or more bidders submit identical bids as to price, the decision of the County to award a contract to one or more of such identical bidders shall be final.

#### DELIVERY

23. Delivery must be made as ordered and in accordance with the terms of the contract. Unless otherwise specified, delivery shall be made within thirty (30) days of receipt of purchase orders by the contractor. The decision of the County as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of purchase order shall rest with contractor.

24. Any extension of time of delivery must be requested in writing by the contractor and approved in writing by the County.

25. The County will not schedule any deliveries for Saturday, Sunday, or legal holidays, except commodities required for daily consumption or where the delivery is an emergency, a replacement, or is overdue, in which event the convenience of the County will govern.

26. Commodities shall be securely and properly packed for shipment, storage, and stocking in new shipping containers and according to accepted commercial practice, without extra charge for packing cases, baling, or stacks. The containers shall remain the property of the County unless otherwise specifically agreed to in the contract.

27. Point of Destination: All deliveries shall be unloaded at the storeroom door of the ordering Agency or Department unless otherwise stated in the proposal or specification.

28. Commodities purchases are understood to be purchased on an f.o.b. point of destination basis. Title shall not pass until commodities have been received by the Agency or Department.

29. When commodities are rejected and notice of such rejection having been provided to the bidder, they must be removed by the contractor from the premises of the Department or Agency within five (5) days of notification. Rejected items left longer than five (5) days will be regarded as abandoned and the County shall have the right to dispose of them as its own property.

#### DEPOSITS

30. Unless otherwise expressly indicated, specification

the difference. Such purchases may be deducted from contract quantity by the County.

40. A contract may be canceled by the County at the contractor's expense upon non performance of contract.

41. Pursuant to Section 103-a of the General Municipal Law of the State of New York, all contractors shall comply with such section which essentially provides that upon the refusal of any person called before a Grand Jury or other designated body to testify concerning any transaction or contract had with each municipality, or with any department, agency, or official of the municipality, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant questions concerning such transaction or contract;

(a) Such person and any firm, partnership or corporation of which he is a member, partner, director or officer, shall be disqualified from thereafter selling to, or submitting bids to, or receiving awards from, or entering into any contracts with the said municipality or any department, agency or official thereof for goods, work or services for a period of five (5) years after such refusal, and

(b) Any and all contracts between the said municipality and such person, and/or any firm, partnership or corporation of which he is a member, director or officer, may be canceled or terminated by said municipality without incurring any penalty or damages for such termination or cancellation, but any moneys owing by the said municipality for goods delivered or work done prior to the termination or cancellation shall be paid.

#### DRAWINGS

42. Rough and/or shop drawings shall be furnished if deemed necessary and required by the specifications. Such drawings shall be considered as forming part of the specification and the contract to which they relate. All lettering on the drawings shall be considered a part of the drawings.

43. Approval by the County of shop drawings of details for any commodity will not relieve the contractor from responsibility for furnishing same of proper dimensions, size, quantity, and quality to efficiently perform the work and carry out the requirements and intent of the layout or descriptive drawings forming part of the proposal and specifications. Such approval shall not relieve the contractor from responsibility for errors of any sort in the shop drawings. If the shop drawings deviate, or are intended to deviate, or are intended to deviate from the layout or descriptive drawings are submitted stating the difference in value between the contract requirements and that denoted by said shop drawings.

44. Rough and/or shop drawings will be examined by the County and, if necessary, will be returned to the contractor for correction. After the corrections have been made, the contractor shall resubmit to the County as many copies as required for final approval. All drawings and copies thereof shall become the property of the County.

45. Prior to the start of any work, the contractor will

review their installation procedure with the appropriate County department. The review should involve such areas as safety, emergency notification, access to premises and notification prior to disruption of utilities.

46. Equipment, supplies and materials shall be stored at the site only upon the approval of the county and at the contractor's risk. In general, such on-site storage shall be avoided to prevent possible damage or loss of the material.

47. Work shall be performed so as to cause the least inconvenience to the County, and with proper consideration for the rights of other contractors or workmen. The contractor shall keep in touch with the entire operation and install his equipment promptly.

48. Installation shall also include the furnishings of any rigging necessary to move equipment into the buildings; also the removal and resetting of any removable windows used for moving equipment into building.

49. Contractor shall clean up and remove all debris and rubbish resulting from his work from time to time as required or directed. Upon completion of the work, the premises shall be left in a neat unobstructed condition, the buildings broom clean, and everything in satisfactory repair and order. Contractor shall acquaint themselves with conditions to be found at the site and shall assume all responsibility for placing and installing the equipment in the locations required.

50. All materials used in installation shall be of the highest quality and shall be free from all defects which would mar the appearance of the equipment or render it structurally unsound.

51. Contractor shall furnish adequate protection from damage for all work and shall repair damages of any kind for which he or his workmen and/or subcontractors are responsible.

#### SAVINGS CLAUSE

52. The contractor shall not be responsible for any losses resulting from his failure to perform properly, if such failure was due to causes beyond his control, and without his fault or negligence, including wars, acts of public enemies, strikes, fire, and floods, provided that the contractor shall within ten (10) days from the beginning of any such delay, notify the County, in writing, of the cause of such delay.

#### CONTRACTS

53. All bids shall be received with the understanding that the acceptance thereof, in writing, by the County, with the approval of the County Attorney, shall constitute a contract between the bidder and the County. The mailing of either a notice of contract award or of a purchase order to the address on the bid shall be sufficient notice of such acceptance. No commodities are to be shipped or delivered until such notice is received.

54. Unless terminated or canceled by the County pursuant to authority vested in it, contracts will remain in force for the

period specified. Contracts shall be deemed executory only to the extent of money available to the County for the performance of the terms hereof and no liability on account thereof shall be incurred by the County of Orleans beyond moneys available for the purpose thereof.

55. Unless otherwise specified, the quantities listed in the proposal are subject to change to conform with Agency or Department requirements. Over runs shall not be accepted. If the same or a smaller quantity of a commodity is sold by a contractor holding a County contract for such commodity at a price below the County contract price, the price to the County shall be reduced to the lower amount.

56. The contractor shall not assign, transfer, convey, sublet or otherwise dispose of the contract or his right, title, or interest therein, or his power to execute such contract to any other person, company, or corporation without the prior consent, in writing, of the County. (Approval of the County is not required for the assignment of moneys due for contract deliveries. Such assignment should be filed directly with the Treasurer.)

#### NONDISCRIMINATION

57. All Bidders will be required to comply with the President's Executive Order No.'s 11246 and 11375 which prohibits discrimination in employment regarding race, creed, color, sex, or national origin.

#### INSURANCE

58. The Contractor shall so conduct the work that persons and property are protected at all times. The contractor shall protect, indemnify, and hold harmless including payment officers, agents, employees, and the owners of land upon which any operations under this contract take place, from any liability, cost, loss or damage on account of any injury to persons, property or both, arising from the contractor's performance under this contract. The Contractor shall defend at his own expense all suits which may be brought to recover damages arising from the Contractors performance under this contract including suits or actions

against the persons named above.

59. The contractor shall procure at his own expense and maintain for the life of this agreement, insurance for injury, damage, costs or claims in the kind and amounts as specified in attachment "A". Such policies shall embrace all operations to be performed under the contract. All insurance, with the exception of Workers' Compensation and Employers Liability shall name Orleans County as additional insured.

60. No work is to be commenced until all required certificates of insurance have been accepted by the County Attorney. All policies must provide a 30 day written notice prior to expiration, cancellation or diminishment and renewal certificates must be submitted prior to expiration date. Any deductibles or self-insured retention must be declared to and approved by the municipality.

#### PUBLIC WORKS CONTRACTS

61. The contractor specifically agrees to comply with Article 8 (Section 220-223) of the NYS Labor Law.

Workers employed by a Prime Contractor or his or her subcontractor on any County Public Works project shall be compensated at the "Prevailing Rate", including Supplemental Benefit Payments, as determined by the New York State Department of Labor. Copies of these rates, whether attached to these documents or not, shall be considered a part of the Contract Document. Increases in the Prevailing Wage Rates shall be paid by the contractor at the time the new rates take effect, at no additional cost to the County.

Every contractor and sub-contractor shall submit to the county within thirty days after issuance of its first payroll, and every thirty days thereafter, a transcript of the original payroll record as required by Chapter 565 of the Laws of 1997 subscribed and affirmed as true under the penalties of perjury.

**NON-COLLUSIVE BIDDING CERTIFICATION**

By submission of this bid or proposal, pursuant to N.Y.S State General Municipal Law, Section 103d, the bidder certifies that:

A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

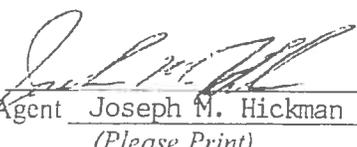
1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and

2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

B. Where a bid contains this certification, it shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

I hereby affirm under the penalties of perjury that the foregoing statement is true. I also acknowledge that a false statement made in the foregoing is punishable under Article 210 of the Penal Law.

Signature of Authorized Agent  Date 7/3/2010  
Name and Title of Authorized Agent Joseph M. Hickman  
*(Please Print)*  
Name of Firm Submitting Bid Modern Disposal Services, Inc.  
Address 4746 Model City Road, Model City, NY 14107-0209

COUNTY OF ORLEANS  
BIDDER RESPONSE FORM

Return to:  
Orleans County Legislature  
3 South Main Street, Suite 2  
Albion, New York 14411-1495

RE: County-wide Solid Waste Collection and Recycling Bid

Gentlemen:

The undersigned Bidder has carefully examined the form and content of the specifications, plans, and contract, and has examined the site of the work, and hereby proposed to furnish all necessary plans, labor, materials, equipment and tools required to perform and complete the work in strict accordance with the conditions reported, intended or implied, both particularly and generally by the specifications at the prices herein stated.

Monthly Cost May thru October \$ 204,950.18 X 6 = \$ 1,229,701.08

Monthly Cost November thru April \$ 204,950.18 X 6 = \$ 1,229,701.08

Total Annual Cost \$ 2,459,402.16\*

\*Based on service to 14,723 eligible units serviced.

Subscription Services as defined in section X 11 (per Addendum #3)

Recycling Service: weekly collection of recyclables. Monthly Cost \$ 15.00 per location commercial

Cardboard Recycling Dumpster weekly service (8cy dumpster). Monthly Cost \$ 45.00 account

each  
container

Cardboard Hand Stop weekly collection of 2 c.y.

of bundled corrugated cardboard. Monthly Cost \$ 25.00 each location, commercial acct.

Option 1 Dumpster Service as defined in section 11

Annual cost for all dumpster service \$ 13,340.04

Annual Deduct for Removing Performance Bond Requirement (section 18) \$ 28,500.00

Annual Deduct for Deleting the Collection of Items with Refrigerants (section 6) - \$ 0.00\*\*

The undersigned Bidder agrees that if this proposal is accepted, to execute the contract within ten (10) calendar days of the date of Notice of Award of Contract. Contractor agrees to begin work and to prosecute said work in such manner and as required in the Specifications.

NAME OF BIDDER: Modern Disposal Services, Inc.

ADDRESS OF BIDDER: 4746 Model City Road, Model City, NY 14107-0209

Signature & Title

Joseph M. Hickman, Sales Manager

DATE: 7/30/2010

\*\*Modern provides this service to Orleans County as a no cost item at the current contract requirements.

# THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

## Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we  
MODERN DISPOSAL SERVICES, INC.  
4746 MODEL CITY ROAD., P.O. BOX 209, MODEL CITY, NY 14107-0209  
as Principal, hereinafter called the Principal, and  
RLI INSURANCE COMPANY  
180 SUMMIT AVE., MONTVALE, NJ 07645  
a corporation duly organized under the laws of the State of ILLINOIS  
as Surety, hereinafter called the Surety, are held and firmly bound unto  
ORLEANS COUNTY  
3 SOUTH MAIN STREET, ALBION, NY 14411  
as Oblige, hereinafter called the Oblige, in the sum of

FIVE PERCENT OF CONTRACT AMOUNT

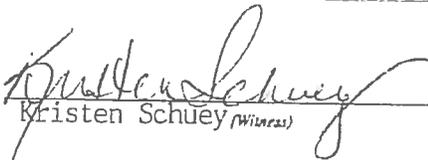
( \$ 5% )

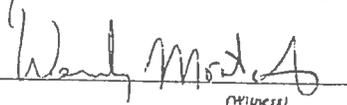
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for COLLECTION AND DISPOSAL OF REFUSE, GARBAGE AND RECYCLABLES

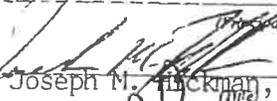
NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 23RD day of JULY, 2010

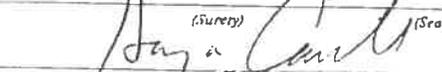
  
Kristen Schuey (Witness)

  
WENDY MONTANTE  
(Witness)

MODERN DISPOSAL SERVICES, INC.

  
(Principal)  
Joseph M. Hickman, Sales Manager  
(Title)

RLI INSURANCE COMPANY

  
(Surety)  
(Sreal)  
(Title)  
GARY A. CARDINALE, ATTORNEY-IN-FACT



NOTARIAL JURAT

INDIVIDUAL ACKNOWLEDGEMENT

State of \_\_\_\_\_ )
County of \_\_\_\_\_ ) ss:
On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared
\_\_\_\_\_
known to me to be the person \_\_\_ described in and who executed the foregoing instru-
ment, and \_\_\_he\_\_\_ duly acknowledged to me that \_\_\_he\_\_\_ executed the same.

Notary Public

PARTNERSHIP ACKNOWLEDGEMENT

State of \_\_\_\_\_ )
County of \_\_\_\_\_ ) ss:
On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared
\_\_\_\_\_
known to me to be a member of the firm of \_\_\_\_\_
described in and which executed the foregoing instrument, and \_\_\_he\_\_\_ thereupon
acknowledged to me that \_\_\_he\_\_\_ executed the same as and for the act and deed of said firm.

Notary Public

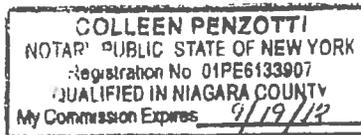
CORPORATION ACKNOWLEDGEMENT

State of New York )
County of Niagara ) ss:
On this 30th day of July, 2010, before me personally appeared
Joseph M. Hickman

to me known, who being by me duly sworn, did depose and say: that \_\_\_he\_\_\_ resides
at Pendleton, NY; that \_\_\_he\_\_\_ is Sales Manager
of the corporation described in and which executed the foregoing instrument; that \_\_\_he\_\_\_
knows the seal of said corporation; that the seal affixed to said instrument is such
corporate seal; that it was so affixed by order of the Board of Directors of said
corporation; and that \_\_\_he\_\_\_ signed h\_\_\_ name thereto by like order.

Colleen Penzotti

Notary Public



SURETY ACKNOWLEDGEMENT

State of NEW YORK )
County of ERIE ) ss:
On this 23RD day of JULY, 2010, before me personally appeared
GARY A. CARDINALE

to me known, who being by me duly sworn, did depose and say: that \_\_\_he\_\_\_ resides in the
City of BUFFALO; that \_\_\_he\_\_\_ is the
ATTORNEY-IN-FACT
of the above signed surety, the
corporation described in and which executed the within instrument; that \_\_\_he\_\_\_ knows the
corporate seal of said corporation; that the seal affixed to said instrument is such
corporate seal; that it was so affixed by order of the Board of Directors of said corpora-
tion; and that \_\_\_he\_\_\_ signed h\_\_\_ name thereto by like order.

Danielle D Barclay

Notary Public

NOTARY PUBLIC
STATE OF NEW YORK
DANIELLE D BARCLAY
MY APPOINTMENT EXPIRES JULY 24, 2010



RLI Insurance Company  
 P.O. Box 3967 Peoria IL 61617-3967  
 Phone: 309-692-1000 Fax: 309-692-6637

# RLI Insurance Company

December 31, 2009

## Admitted Assets

Investments:	
Fixed maturities	\$ 595,772,021
Equity securities	742,238,610
Short-term investments	53,365,475
Real estate	8,270,110
Cash on hand and on deposit	1,362,458
Other invested assets	1,000,000
Receivables for securities	0
Agents' balances	45,043,314
Investment income due and accrued	6,497,019
Funds held	4,000
Reinsurance recoverable on paid losses	4,852,173
Federal income taxes receivable	0
Net deferred tax asset	6,055,029
Electronic data processing equipment, net of depreciation	373,439
Receivable from affiliates	0
Other admitted assets	1,917,357
<b>Total Admitted Assets</b>	<b>\$ 1,425,811,031</b>

## Liabilities and Surplus

Liabilities:	
Reserve for unpaid losses and loss adjustment expenses	\$ 373,351,197
Unearned premiums	153,033,592
Accrued expenses	43,595,664
Funds held	779,814
Advance premiums	3,922,921
Amounts withheld	47,344,613
Ceded reinsurance premium payable	9,831,655
Payable for securities	0
Statutory penalties	823,400
Current federal & foreign income taxes	3,517,672
Federal income tax payable	0
Borrowed money and accrued interest	0
Grants outstanding	0
Payable to affiliate	5,763,640
Other liabilities	573,015
<b>Total Liabilities</b>	<b>\$ 542,650,133</b>
Surplus	
Common stock	\$ 10,000,375
Additional paid-in capital	242,451,034
Unassigned surplus	531,729,389
<b>Total Surplus</b>	<b>\$ 784,180,798</b>
<b>Total Liabilities and Surplus</b>	<b>\$ 1,426,830,931</b>

State of Illinois }  
 County of Peoria }

The undersigned, being duly sworn, says: That he is the President of RLI Insurance Company, that said Company is a corporation duly organized, in the State of Illinois, and licensed and engaged in business in the State of \_\_\_\_\_ and has duly complied with all the requirements of the laws of said State applicable of said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved July 1947, 6U.S.C sec. 6-13; and that to the best of his knowledge and belief the above statement is a full, true, and correct statement of the financial condition of the said Company on the 31st day of December 2009

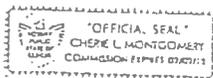
Attest:



{ Corporate Seal Affixed }

Michael J. Stone  
 Michael J. Stone President  
Cynthia S. Dohm  
 Cynthia S. Dohm Assistant Secretary

Sworn to before me this 4th day of March, 2010.



{ Notarial Seal Affixed }

Cherie L. Montgomery  
 Cherie L. Montgomery Notary Public, State of Illinois



RLI Surety  
 P.O. Box 3967 | Peoria, IL 61612-3967  
 Phone: (800)645-2402 | Fax: (309)689-2036  
 www.rlicorp.com

# POWER OF ATTORNEY

## RLI Insurance Company

**Know All Men by These Presents:**

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company**, an Illinois corporation, does hereby make, constitute and appoint:  
Gary A. Cardinale, Danielle Barclay, jointly or severally.

in the City of Cheektowaga, State of New York its true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond.

**Any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million Dollars (\$10,000,000) for any single obligation.**

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

The **RLI Insurance Company** further certifies that the following is a true and exact copy of the Resolution adopted by the Board of Directors of **RLI Insurance Company**, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** has caused these presents to be executed by its Vice President with its corporate seal affixed this 8th day of April, 2010.

State of Illinois }  
 County of Peoria } SS



**RLI Insurance Company**

By: [Signature]  
 Roy C. Die Vice President

**CERTIFICATE**

On this 8th day of April, 2010, before me, a Notary Public, personally appeared Roy C. Die, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company**, a stock corporation of the State of Illinois, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** this 23rd day of JULY, 2010.

By: [Signature]  
 Cherie L. Montgomery Notary Public

**RLI Insurance Company**

By: [Signature]  
 Roy C. Die Vice President

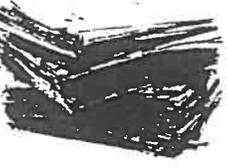
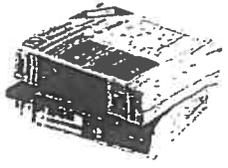


# NO SORTING NECESSARY!

## Recycling made simple.

We would like to introduce you to the new convenient one bin system. Together we can divert more waste from area landfills providing a better future for the environment. Please follow these guidelines to make recycling easier. **Please save these guidelines for future reference.**

### ORLEANS COUNTY MATERIAL GUIDELINES

PAPER		METAL	PLASTIC		
 <p><b>Cardboard &amp; Paper Bags</b> Flatten cardboard &amp; cut into pieces</p>	 <p><b>Paperboard</b> No wax coated paperboard</p>	 <p>* Aluminum Cans Empty cans only</p>	 <p>* Household Plastic (#3 - #7) Empty containers only</p>		
 <p><b>Junk Mail</b> Envelopes, Flyers, Brochures, Postcards e'tc.</p>	 <p><b>Office Paper</b> All types and sizes</p>	 <p>* Steel &amp; Tin Cans Empty cans only</p>	 <p>* Plastic Jugs/Bottles (#1 &amp; #2)</p>		
 <p><b>Magazines &amp; Catalogs</b> All types and sizes</p>	 <p><b>Newspaper</b> Remove bags, strings and rubber bands</p>	 <p><b>Kitchen Cookware</b> Metal pots, pans, tins &amp; utensils</p>	 <p>* Plastic Bags Most retail and grocery bags</p>		
 <p><b>Phone books</b> All types and sizes</p>	<th>GLASS</th> <td colspan="2"> <th>UNACCEPTABLE ITEMS</th> </td>	GLASS	<th>UNACCEPTABLE ITEMS</th>		UNACCEPTABLE ITEMS
 <p><b>Glass</b> Clear and colored</p>	<p>Paper milk or juice cartons Styrofoam containers/packing Garbage Propane tanks Paint cans Medical waste/syringes Flammable liquids</p>		<p>Household cleaners Chemicals (dry or liquid) Wood items Concrete Garden hose Electrical cords</p>		

\*Please rinse/clean containers before putting into recycling bin.



Please visit [www.moderncorporation.com](http://www.moderncorporation.com) for more information about recycling and how you can help. Or call 1-800-330-7107.  
♻️ Printed on recycled paper

### Recycling bin full?

Clear plastic bags can be used for additional items if your bin is full.



## Environmental

**Rehrig Pacific  
Company**  
Since 1913

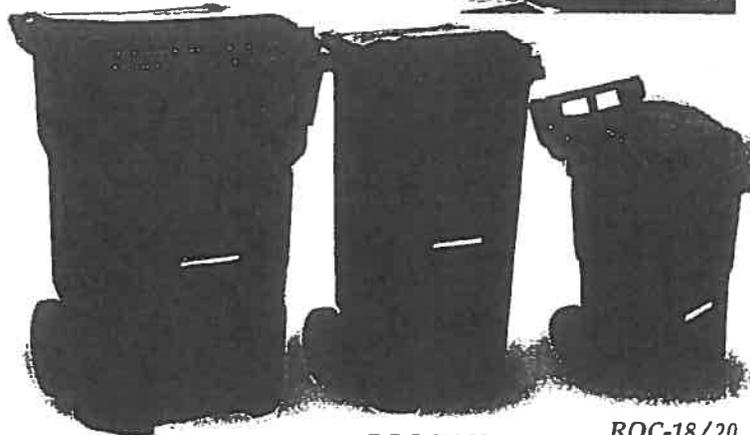
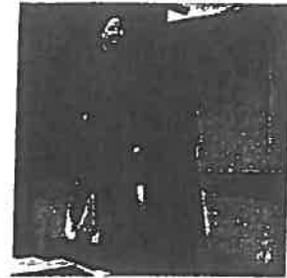
# Rehrig Pacific Roll-out Carts

Proven to withstand the rigors of today's collection systems, Rehrig Pacific's HuskyLite Roll-out Carts are setting new industry standards for durability and efficiency. Available in 18 gallon through 95 gallon models, for nearly any curbside application, these carts roll easily even with heavy loads. The continuous one-piece handle provides a strong gripping area and the wide wheelbase makes maneuvering easy.

HuskyLite carts are flexible, yet hold their shape even after years of service. A reinforced top lip adds strength and rigidity as do the double drag rail and reinforced bottom. The specially designed wide ground-hugging base helps keep these carts upright and stable.

Options for the Roll-out Carts include internal and external locking lids, which can be made with slots for collecting confidential documents or cutouts for recyclable beverage containers. Wheel options include blow-molded wheels or quiet treaded snap-on wheels that install in seconds.

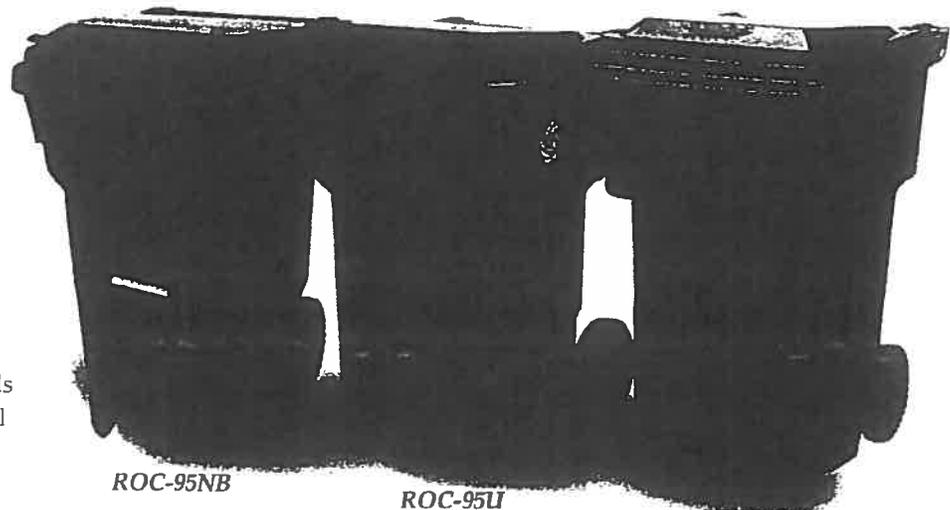
Roll-out Carts are shipped with lids already attached, saving additional assembly time.



ROC-65NB

ROC-35MB

ROC-18/20



ROC-95NB

ROC-95U

ROC-95FA



**ADDENDUM #3 to the Orleans County Solid Waste Bid – CLARIFICATION**

**To: All interested bidders**

**From: Chuck Nesbitt**

**Date: July 29, 2010**

Please be advised that there is an error on the “Bidder Response Form” (page 20). The “Subscription Services” section should read as follows:

Subscription Services as defined in section 11

**ADDENDUM to the Orleans County Solid Waste Bid – CLARIFICATION**

**To: All interested bidders**

**From: Chuck Nesbitt**

**Date: July 12, 2010**

Please be advised that there is an error in the “2. Option to Renew” section. The second paragraph should read as follows:

*The contract price, will be adjusted upwards or downwards at the beginning of each year of the agreement, beginning January 1, 2012.* This adjustment will be based on the Consumer Price Index (CPI) for all urban consumers (all items) as published by the U.S. Department of Labor, Bureau of Labor Statistics, for the Northeast Regional area. The adjustment will be equal to the net percentage of change over the then most recent twelve (12) month period for which the index figures are available as of October 1 in the preceding year.

**ADDENDUM #2 to the Orleans County Solid Waste Bid – CLARIFICATION**

**To: All interested bidders**

**From: Chuck Nesbitt**

**Date: July 28, 2010**

Please be advised that there is an error on page 2 under the “Background” section. The fourth paragraph should read as follows:

Based on assessment information, eligible properties include: 14723 units (residential, commercial) with approximately 1,032 of these being serviced seasonally (one-half year May thru October). The County has agreements with fourteen (14) municipalities to provide curbside refuse collection and recycling county wide. The following series of charts provide more detail about the preceding information.



July 30, 2010

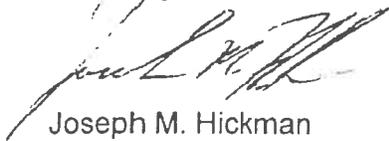
Nadine P. Hanlon  
Orleans County Legislature  
Page 2

to a reduction of improperly contained trash common when traditional bags and uncovered trash cans are used.

When carts are used for recycling storage and collections, reports show that residents typically recycle more because of greater storage capacity, do not place carts curbside on a weekly basis and can store outside because the carts have attached hinged lids. Municipal leaders will see a reduction in waste volumes due to greater recycling participation and benefit from improved esthetics from properly contained recyclables.

We look forward to continuing to serve Orleans County through our successful bid. Please contact me if I can be of any assistance.

Sincerely,



Joseph M. Hickman  
Sales Manager

**Modern Disposal Services, Inc.**

 MODERN CORPORATION

■ 4746 Model City Road, P.O. Box 209 Model City, IN 47107-3209  
■ 716-754-8226 ■ 1-800-652-0012 ■ Fax: 716-754-8964



# VILLAGE OF BROCKPORT

49 State Street · Brockport, New York 14420  
Telephone (585) 637-5300 · Fax (585) 637-1045  
Website: [www.brockportny.org](http://www.brockportny.org)

*The Victorian Village on the Erie Canal  
Preserve America Community  
Listed on the State and National Registers of Historic Places  
Certified Local Government  
Tree City USA Community  
Erie Canalway Heritage Award of Excellence  
Climate Smart Community*

## VILLAGE OF BROCKPORT BOARD / COMMITTEE VOLUNTEER OPPORTUNITIES

There are vacancies on the following:

- Seymour Library Board – 1 vacancy for a 5 year term 1/1/17 to 12/31/22  
Meets 3<sup>rd</sup> Tuesday 7pm at Library
- Historic Preservation Board – 1 vacancy to complete a term to 6/30/18  
Meets 3<sup>rd</sup> Thursday 7:15pm at Village Hall
- Code Review Committee – 1 vacancy to complete a term to 6/30/19  
Meets 4<sup>th</sup> Monday 6pm at Village Hall  
(and requires use of email & internet)
- Emily L. Knapp Museum Board – 1 vacancy to complete a term to 6/30/19  
Meets 4<sup>th</sup> Wednesday 6:30pm at Village Hall
- Housing Task Force – 1 vacancy – no term  
Meets 2<sup>nd</sup> & 4<sup>th</sup> Monday 5:30pm at Village Hall
- Zoning Board of Appeals – 1 vacancy – to complete a term to 6/30/17  
Meets 1<sup>st</sup> Thursday 7pm at Village Hall (only upon application)

**Applicant must be a Village resident.**

Submit a position interest form via the Village website: [www.brockportny.org](http://www.brockportny.org)

**Updated:** 11/10/16

**Application deadline:** Noon, Monday, 11/28/16

For publication in Suburban News & posting on Village website & at Village Hall & at Seymour Library.

Mayor Margaret B. Blackman  
Trustee/Deputy Mayor William G. Andrews  
Trustees Annette M. Crane, Katherine J. Kristansen, John D. LaPierre

**DRAFT** motion  
regarding response form – SEQR Lead Agency Coordination Request  
for BCSD 2017 Capital Improvement Project

→ Trustee \_\_\_\_\_ moved, Trustee \_\_\_\_\_ seconded, carried \_/\_ to check “This agency has no objection to the Brockport Central School District serving as the Lead Agency for this action” on the SEQR lead agency coordination request form regarding the Brockport Central School District – 2017 Capital Improvement Project.

Clerk Morelli will do so and return it to LaBella Associates before the 12/23/16 deadline.

November 23, 2016

Margaret B. Blackman, Mayor  
Village of Brockport  
49 State Street  
Brockport, NY 14420

RE: Project Notification and Request for Lead Agency Designation  
SEQR Review of 2017 CIP - Brockport Central School District

Dear Ms. Blackman:

The Brockport Central School District has proposed improvements as part of its 2017 Capital Improvement Project (CIP). The 2017 CIP includes improvements at all school campuses within the District, primarily athletic field improvements, recreational area replacements, and repairs related to drainage structures and paved surfaces. The Project also includes both interior and exterior building renovations.

This notice has been prepared and issued in accordance with the NYS Environmental Quality Review Act (New York State Environmental Conservation Law, Article 8) and its implementing regulations (6 NYCRR Part 617 et seq.,) (collectively, "SEQRA").

In accordance with applicable law, the Brockport Central School District (the "District") proposes to become the lead agency for the coordinated environmental review of the action described below. According to §617.4(b), of the SEQRA Regulations, the proposal is classified as a Type I action.

Enclosed with this notice is a completed Part 1 of the Full Environmental Assessment Form (EAF) with Attachments including a preliminary site drawing and a SEQRA Lead Agency Response Form.

If you consent to the District acting as lead agency, please complete the enclosed Response Form and return it to me. Please note that if you are responding on behalf of an involved agency, if no response to this notice is received within 30 days, the District will be installed as lead agency in accordance with applicable law. Please feel free to contact me if you have any questions.

Sincerely,



Kathy Spencer, CEP  
Principal Environmental Analyst

Enclosures

c. Darrin Winkley, Assistant Superintendent for Business, Brockport CSD

**Brockport Central School District - 2017 Capital Improvement Project**

**RESPONSE FORM – SEQR LEAD AGENCY COORDINATION REQUEST**

\_\_\_\_\_ This agency has no objection to the Brockport Central School District serving as the Lead Agency for this action.

\_\_\_\_\_ This agency wishes to serve as Lead Agency for this action.

\_\_\_\_\_ Other (see comments below).

Comments:

\_\_\_\_\_  
Agency

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Please return to:

Via Mail: LaBella Associates  
Kathy Spencer, Environmental Specialist  
300 State Street, Suite 201  
Rochester, NY 14614  
Phone: 585-295-6638

Via Email: [kspencer@labellapc.com](mailto:kspencer@labellapc.com)

Via Fax: 585-454-3066

NOTE: *If this form is not returned on or before on December 23, 2016, your agency will be deemed to have no objection to the Brockport Central School District assuming Lead Agency status for this action.*

**Brockport Central School District  
2017 Capital Improvement Project**

**Environmental Assessment Form  
Part 1  
and Attachments**

**Full Environmental Assessment Form**  
**Part 1 - Project and Setting**

**Instructions for Completing Part 1**

**Part 1 is to be completed by the applicant or project sponsor.** Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either “Yes” or “No”. If the answer to the initial question is “Yes”, complete the sub-questions that follow. If the answer to the initial question is “No”, proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the project sponsor to verify that the information contained in Part 1 is accurate and complete.

**A. Project and Sponsor Information.**

Name of Action or Project: Brockport Central School District (CSD) - 2017 Capital Improvement Project		
Project Location (describe, and attach a general location map): All Brockport CSD school campuses and facilities, Town of Sweden and Village of Brockport, Monroe County (see attached USGS Map)		
Brief Description of Proposed Action (include purpose or need): The Brockport Central School District is planning a 2017 Capital Improvement Project (CIP) to undertake specific actions at its school campus (40 Allen Street, Brockport, NY 14420) and transportation facility (58 Owens Road, Brockport, NY 14420): including Brockport High School (Building 700 at 40 Allen Street), A.D. Oliver Middle School (Building 600), Fred W. Hill School (Building 500), Elizabeth Barclay School (Building 400), John J. Ginther School (Building 300), Maintenance Building (Building 200), Administration Building (Building 100), Bus Storage (Building 800), and Brockport Transportation Facility (58 Owens Road). Proposed 2017 CIP actions are two new athletic turf fields, tennis court and playground replacements, new canopies, and repairs related to drainage structures, parking lots, access roads, sidewalks, and dumpster pad. The Project also incorporates both interior and exterior improvements to school buildings and transportation facility. The proposed interior work includes renovations of front entrance, main office, and/or classrooms for secure vestibules, bathroom renovations, interior wall improvements, and replacements of plumbing components, doors, and panelboards. The proposed exterior building improvements are related to bricks/mortar, exterior walls, structural floors, roof replacement, and installations of emergency egress lighting and heat trace. A more detailed description of the proposed improvements at each site is provided in the attached Narrative and Maps.		
Name of Applicant/Sponsor: Brockport Central School District - Darrin Winkley, Assistant Superintendent for Business		Telephone: 585-637-1820
		E-Mail: darrin.winkley@bcs1.org
Address: 40 Allen Street		
City/PO: Brockport	State: NY	Zip Code: 14420
Project Contact (if not same as sponsor; give name and title/role):		Telephone:
		E-Mail:
Address:		
City/PO:	State:	Zip Code:
Property Owner (if not same as sponsor):		Telephone:
		E-Mail:
Address:		
City/PO:	State:	Zip Code:

**B. Government Approvals**

<b>B. Government Approvals, Funding, or Sponsorship.</b> (“Funding” includes grants, loans, tax relief, and any other forms of financial assistance.)			
<b>Government Entity</b>	<b>If Yes: Identify Agency and Approval(s) Required</b>	<b>Application Date (Actual or projected)</b>	
a. City Council, Town Board, <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No or Village Board of Trustees			
b. City, Town or Village Planning Board or Commission <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
c. City Council, Town or Village Zoning Board of Appeals <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
d. Other local agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
e. County agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
f. Regional agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
g. State agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	State Education Department: Building Permit & State Aid; NYSDEC - SPDES	Pending	
h. Federal agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	U.S. Army Corps - Wetland Permit (possible)	Pending	
i. Coastal Resources.			
i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway?			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program?			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
iii. Is the project site within a Coastal Erosion Hazard Area?			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

**C. Planning and Zoning**

<b>C.1. Planning and zoning actions.</b>	
Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<ul style="list-style-type: none"> <li>• <b>If Yes</b>, complete sections C, F and G.</li> <li>• <b>If No</b>, proceed to question C.2 and complete all remaining sections and questions in Part 1</li> </ul>	
<b>C.2. Adopted land use plans.</b>	
a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, identify the plan(s):	
<u>NYS Heritage Areas: West Erie Canal Corridor</u>	
_____	
_____	
c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, identify the plan(s):	
<u>Sweden/Brockport Comprehensive Plan 2015 (addresses both open space protection and farmland preservation)</u>	
<u>Monroe County Agriculture and Farmland Protection</u>	
_____	
_____	

**C.3. Zoning**

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance.  Yes  No  
 If Yes, what is the zoning classification(s) including any applicable overlay district?  
Not Applicable

b. Is the use permitted or allowed by a special or conditional use permit? **Not Applicable**  Yes  No

c. Is a zoning change requested as part of the proposed action?  Yes  No  
 If Yes,  
 i. What is the proposed new zoning for the site? \_\_\_\_\_

**C.4. Existing community services.**

a. In what school district is the project site located? Brockport Central School District

b. What police or other public protection forces serve the project site?  
Brockport Police Department and Monroe County Sheriff Department

c. Which fire protection and emergency medical services serve the project site?  
Brockport Fire District and University of Rochester Medicine's Strong West

d. What parks serve the project site?  
Sweden Town Park, Corbett Park, Sagawa Park, Monika Andrews Children's Park, and South Avenue Park

**D. Project Details**

**D.1. Proposed and Potential Development**

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? School campus and building improvements

b. a. Total acreage of the site of the proposed action? +/- 14.3 acres **Total at all affected campuses**  
 b. Total acreage to be physically disturbed? +/- 12.5 acres **Total at all affected campuses**  
 c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 139.5 acres

c. Is the proposed action an expansion of an existing project or use?  Yes  No  
 i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % \_\_\_\_\_ Units: \_\_\_\_\_

d. Is the proposed action a subdivision, or does it include a subdivision?  Yes  No  
 If Yes,  
 i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types) \_\_\_\_\_  
 ii. Is a cluster/conservation layout proposed?  Yes  No  
 iii. Number of lots proposed? \_\_\_\_\_  
 iv. Minimum and maximum proposed lot sizes? Minimum \_\_\_\_\_ Maximum \_\_\_\_\_

e. Will proposed action be constructed in multiple phases?  Yes  No  
 i. If No, anticipated period of construction: \_\_\_\_\_ months  
 ii. If Yes:  
 • Total number of phases anticipated 2  
 • Anticipated commencement date of phase 1 (including demolition) July month 2018 year  
 • Anticipated completion date of final phase Dec month 2019 year  
 • Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: \_\_\_\_\_  
Proposed construction is limited to only summer months when schools are not in session.

f. Does the project include new residential uses?  Yes  No  
 If Yes, show numbers of units proposed.

	<u>One Family</u>	<u>Two Family</u>	<u>Three Family</u>	<u>Multiple Family (four or more)</u>
Initial Phase	_____	_____	_____	_____
At completion	_____	_____	_____	_____
of all phases	_____	_____	_____	_____

g. Does the proposed action include new non-residential construction (including expansions)?  Yes  No  
 If Yes,

i. Total number of structures \_\_\_\_\_  
 ii. Dimensions (in feet) of largest proposed structure: \_\_\_\_\_ height; \_\_\_\_\_ width; and \_\_\_\_\_ length  
 iii. Approximate extent of building space to be heated or cooled: \_\_\_\_\_ square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage?  Yes  No  
 If Yes,

i. Purpose of the impoundment: \_\_\_\_\_  
 ii. If a water impoundment, the principal source of the water:  Ground water  Surface water streams  Other specify: \_\_\_\_\_  
 iii. If other than water, identify the type of impounded/contained liquids and their source. \_\_\_\_\_  
 iv. Approximate size of the proposed impoundment. Volume: \_\_\_\_\_ million gallons; surface area: \_\_\_\_\_ acres  
 v. Dimensions of the proposed dam or impounding structure: \_\_\_\_\_ height; \_\_\_\_\_ length  
 vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): \_\_\_\_\_

**D.2. Project Operations**

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both?  Yes  No  
 (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)  
 If Yes:

i. What is the purpose of the excavation or dredging? full depth reconstruction of paved surfaces and athletic turf field construction  
 ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?  
 • Volume (specify tons or cubic yards): at least 17,000 cubic yards (TBD)  
 • Over what duration of time? no more than 6 months  
 iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them.  
asphalt, concrete, and potentially tree stumps and limbs, brush, & construction debris used as in-place fill material  
Top soil and reusable earth will remain on-site to be used for fill. The rest of the excavated materials will be transported to a landfill.  
 iv. Will there be onsite dewatering or processing of excavated materials?  Yes  No  
 If yes, describe. \_\_\_\_\_  
 v. What is the total area to be dredged or excavated? \_\_\_\_\_ +/- 12.5 acres  
 vi. What is the maximum area to be worked at any one time? \_\_\_\_\_ +/- 8.0 acres  
 vii. What would be the maximum depth of excavation or dredging? \_\_\_\_\_ +/- 1.8 feet  
 viii. Will the excavation require blasting?  Yes  No  
 ix. Summarize site reclamation goals and plan: \_\_\_\_\_  
Parking lots will be reconstructed, and paved surfaces will be restored. Athletic fields will be converted to turf to accommodate campus improvements.

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area?  Yes  No  
 If Yes:

i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): Unnamed tributary to Brockport Creek (847-620, Class C) to the north and west of Fred W. Hill School building

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:  
The available online mapping resources indicate there is a Class C stream, also a federally classified riverine wetland, bordering on the north and west sides of Fred W. Hill School. However, recent aerial and ground photos show no visible stream bordering the school building. Site visits yielded no presence of a stream in the area. Current construction plans propose new sidewalks to the north and west of the school border, which will overlap with the trajectory of this absent stream.

iii. Will proposed action cause or result in disturbance to bottom sediments?  Yes  No  
 If Yes, describe: \_\_\_\_\_

iv. Will proposed action cause or result in the destruction or removal of aquatic vegetation?  Yes  No  
 If Yes:

- acres of aquatic vegetation proposed to be removed: \_\_\_\_\_
- expected acreage of aquatic vegetation remaining after project completion: \_\_\_\_\_
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): \_\_\_\_\_
- proposed method of plant removal: \_\_\_\_\_
- if chemical/herbicide treatment will be used, specify product(s): \_\_\_\_\_

v. Describe any proposed reclamation/mitigation following disturbance: \_\_\_\_\_  
 A wetland delineation will be conducted, if necessary. Construction plans will then be evaluated within the frameworks of NYSDEC & USACE regulations

c. Will the proposed action use, or create a new demand for water? **No change/increase in overall water usage is anticipated**  Yes  No  
 If Yes:

i. Total anticipated water usage/demand per day: \_\_\_\_\_ gallons/day  
 ii. Will the proposed action obtain water from an existing public water supply?  Yes  No

- If Yes:
- Name of district or service area: \_\_\_\_\_
  - Does the existing public water supply have capacity to serve the proposal?  Yes  No
  - Is the project site in the existing district?  Yes  No
  - Is expansion of the district needed?  Yes  No
  - Do existing lines serve the project site?  Yes  No

iii. Will line extension within an existing district be necessary to supply the project?  Yes  No  
 If Yes:

- Describe extensions or capacity expansions proposed to serve this project: \_\_\_\_\_
- Source(s) of supply for the district: \_\_\_\_\_

iv. Is a new water supply district or service area proposed to be formed to serve the project site?  Yes  No  
 If, Yes:

- Applicant/sponsor for new district: \_\_\_\_\_
- Date application submitted or anticipated: \_\_\_\_\_
- Proposed source(s) of supply for new district: \_\_\_\_\_

v. If a public water supply will not be used, describe plans to provide water supply for the project: \_\_\_\_\_

vi. If water supply will be from wells (public or private), maximum pumping capacity: \_\_\_\_\_ gallons/minute.

d. Will the proposed action generate liquid wastes? **No change/increase in liquid waste generation is anticipated**  Yes  No  
 If Yes:

i. Total anticipated liquid waste generation per day: \_\_\_\_\_ gallons/day  
 ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): \_\_\_\_\_

iii. Will the proposed action use any existing public wastewater treatment facilities?  Yes  No  
 If Yes:

- Name of wastewater treatment plant to be used: \_\_\_\_\_
- Name of district: \_\_\_\_\_
- Does the existing wastewater treatment plant have capacity to serve the project?  Yes  No
- Is the project site in the existing district?  Yes  No
- Is expansion of the district needed?  Yes  No

• Do existing sewer lines serve the project site?  Yes  No  
 • Will line extension within an existing district be necessary to serve the project?  Yes  No  
 If Yes:  
 • Describe extensions or capacity expansions proposed to serve this project: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

iv. Will a new wastewater (sewage) treatment district be formed to serve the project site?  Yes  No  
 If Yes:  
 • Applicant/sponsor for new district: \_\_\_\_\_  
 • Date application submitted or anticipated: \_\_\_\_\_  
 • What is the receiving water for the wastewater discharge? \_\_\_\_\_  
 v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge, or describe subsurface disposal plans):  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

vi. Describe any plans or designs to capture, recycle or reuse liquid waste: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction?  Yes  No  
 If Yes:  
 i. How much impervious surface will the project create in relation to total size of project parcel?  
 \_\_\_\_\_ Square feet or 6.9 acres (impervious surface)  
 \_\_\_\_\_ Square feet or 139.5 acres (parcel size)  
 ii. Describe types of new point sources. open drainage structures (green infrastructure, e.g. swales) at the High School's new turf fields  
 \_\_\_\_\_  
 iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?  
Stormwater runoff on all sites will be directed to drainage structures; a SWPPP will be prepared for each campus, as required.  
 \_\_\_\_\_  
 • If to surface waters, identify receiving water bodies or wetlands: \_\_\_\_\_  
Unnamed tributary to Brockport Creek (847-620, Class C)  
 \_\_\_\_\_  
 • Will stormwater runoff flow to adjacent properties?  Yes  No

iv. Does proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater?  Yes  No

f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations?  Yes  No  
 If Yes, identify:  
 i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)  
 \_\_\_\_\_  
 ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)  
 \_\_\_\_\_  
 iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)  
 \_\_\_\_\_

g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit?  Yes  No  
 If Yes:  
 i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year)  Yes  No  
 ii. In addition to emissions as calculated in the application, the project will generate:  
 • \_\_\_\_\_ Tons/year (short tons) of Carbon Dioxide (CO<sub>2</sub>)  
 • \_\_\_\_\_ Tons/year (short tons) of Nitrous Oxide (N<sub>2</sub>O)  
 • \_\_\_\_\_ Tons/year (short tons) of Perfluorocarbons (PFCs)  
 • \_\_\_\_\_ Tons/year (short tons) of Sulfur Hexafluoride (SF<sub>6</sub>)  
 • \_\_\_\_\_ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs)  
 • \_\_\_\_\_ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)?  Yes  No

If Yes:

i. Estimate methane generation in tons/year (metric): \_\_\_\_\_

ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): \_\_\_\_\_

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i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations?  Yes  No

If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): \_\_\_\_\_

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j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services?  Yes  No

If Yes:

i. When is the peak traffic expected (Check all that apply):  Morning  Evening  Weekend  
 Randomly between hours of \_\_\_\_\_ to \_\_\_\_\_.

ii. For commercial activities only, projected number of semi-trailer truck trips/day: \_\_\_\_\_

iii. Parking spaces: Existing \_\_\_\_\_ Proposed \_\_\_\_\_ Net increase/decrease \_\_\_\_\_

iv. Does the proposed action include any shared use parking?  Yes  No

v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: \_\_\_\_\_

---

vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site?  Yes  No

vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles?  Yes  No

viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes?  Yes  No

---

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy?  Yes  No

If Yes:

i. Estimate annual electricity demand during operation of the proposed action: \_\_\_\_\_

ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): \_\_\_\_\_

iii. Will the proposed action require a new, or an upgrade to, an existing substation?  Yes  No

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l. Hours of operation. Answer all items which apply.

<p>i. During Construction:</p> <ul style="list-style-type: none"> <li>• Monday - Friday: _____ Potentially 7 am to 6 pm</li> <li>• Saturday: _____ Not Anticipated</li> <li>• Sunday: _____ Not Anticipated</li> <li>• Holidays: _____ Not Anticipated</li> </ul>	<p>ii. During Operations:</p> <ul style="list-style-type: none"> <li>• Monday - Friday: _____ 7 am to 5 pm plus evening events</li> <li>• Saturday: _____ Special events on occasion</li> <li>• Sunday: _____ Not Anticipated</li> <li>• Holidays: _____ Not Anticipated</li> </ul>
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m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both?  Yes  No

If yes:

i. Provide details including sources, time of day and duration:  
Intermittent construction noise could exceed existing ambient noise levels for short period of time during daytime construction activities. Once operational, noise levels similar to that of the existing school facilities will be produced, as the sites will continue to function as school facilities.

ii. Will proposed action remove existing natural barriers that could act as a noise barrier or screen?  Yes  No  
Describe: \_\_\_\_\_

---

n.. Will the proposed action have outdoor lighting?  Yes  No

If yes:

i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:  
Parking lot lights (downward facing) on 25-ft pole will be installed to the west of John J. Ginther School. Several similar lighting poles will also be installed along the bus loop at Ginther School. Additionally, athletic field lighting will be installed around the High School's multipurpose turf field.

ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen?  Yes  No  
Describe: \_\_\_\_\_

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o. Does the proposed action have the potential to produce odors for more than one hour per day?  Yes  No  
If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: \_\_\_\_\_

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p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage?  Yes  No

If Yes:

i. Product(s) to be stored \_\_\_\_\_

ii. Volume(s) \_\_\_\_\_ per unit time \_\_\_\_\_ (e.g., month, year)

iii. Generally describe proposed storage facilities: \_\_\_\_\_

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q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation?  Yes  No

If Yes:

i. Describe proposed treatment(s):  
Athletic fields will continue to be maintained in accordance with current procedures and schedules.

ii. Will the proposed action use Integrated Pest Management Practices?  Yes  No

---

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)?  Yes  No

If Yes:

i. Describe any solid waste(s) to be generated during construction or operation of the facility:

- Construction: \_\_\_\_\_ tons per \_\_\_\_\_ (unit of time)
- Operation : \_\_\_\_\_ tons per \_\_\_\_\_ (unit of time)

ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:

- Construction: \_\_\_\_\_
- Operation: \_\_\_\_\_

iii. Proposed disposal methods/facilities for solid waste generated on-site:

- Construction: \_\_\_\_\_
- Operation: \_\_\_\_\_

s. Does the proposed action include construction or modification of a solid waste management facility?  Yes  No

If Yes:

i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): \_\_\_\_\_

ii. Anticipated rate of disposal/processing:

- \_\_\_\_\_ Tons/month, if transfer or other non-combustion/thermal treatment, or
- \_\_\_\_\_ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: \_\_\_\_\_ years

t. Will proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste?  Yes  No

If Yes:

i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: \_\_\_\_\_

ii. Generally describe processes or activities involving hazardous wastes or constituents: \_\_\_\_\_

iii. Specify amount to be handled or generated \_\_\_\_\_ tons/month

iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: \_\_\_\_\_

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility?  Yes  No

If Yes: provide name and location of facility: \_\_\_\_\_

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility: \_\_\_\_\_

**E. Site and Setting of Proposed Action**

**E.1. Land uses on and surrounding the project site**

a. Existing land uses.

i. Check all uses that occur on, adjoining and near the project site.

- Urban  Industrial  Commercial  Residential (suburban)  Rural (non-farm)  
 Forest  Agriculture  Aquatic  Other (specify): School campus & transportation facility

ii. If mix of uses, generally describe: \_\_\_\_\_

b. Land uses and covertypes on the project site. **Land cover changes due to the new turf fields at Brockport High School**

Land use or Covertypes	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces <b>Artificial Turf</b>	0	+/- 6.9	+ 6.9
• Forested			
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)			
• Agricultural (includes active orchards, field, greenhouse etc.)			
• Surface water features (lakes, ponds, streams, rivers, etc.)			
• Wetlands (freshwater or tidal)			
• Non-vegetated (bare rock, earth or fill)			
• Other Describe: <u>Lawn/Athletic Fields</u>	+/- 6.9	0	- 6.9

c. Is the project site presently used by members of the community for public recreation?  Yes  No  
 i. If Yes: explain: School athletic facilities are open to community sports teams and to public use after school hours

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site?  Yes  No  
 If Yes,  
 i. Identify Facilities:  
All Brockport Central School District schools; The College at Brockport; and Brockport Child Care Center

e. Does the project site contain an existing dam?  Yes  No  
 If Yes:  
 i. Dimensions of the dam and impoundment:  
 • Dam height: \_\_\_\_\_ feet  
 • Dam length: \_\_\_\_\_ feet  
 • Surface area: \_\_\_\_\_ acres  
 • Volume impounded: \_\_\_\_\_ gallons OR acre-feet  
 ii. Dam's existing hazard classification: \_\_\_\_\_  
 iii. Provide date and summarize results of last inspection:  
 \_\_\_\_\_

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility?  Yes  No  
 If Yes:  
 i. Has the facility been formally closed?  Yes  No  
 • If yes, cite sources/documentation: \_\_\_\_\_  
 ii. Describe the location of the project site relative to the boundaries of the solid waste management facility:  
 \_\_\_\_\_  
 iii. Describe any development constraints due to the prior solid waste activities: \_\_\_\_\_

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste?  Yes  No  
 If Yes:  
 i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred:  
 \_\_\_\_\_

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site?  Yes  No  
 If Yes:  
 i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply:  Yes  No  
 Yes – Spills Incidents database Provide DEC ID number(s): \_\_\_\_\_  
 Yes – Environmental Site Remediation database Provide DEC ID number(s): \_\_\_\_\_  
 Neither database  
 ii. If site has been subject of RCRA corrective activities, describe control measures: \_\_\_\_\_  
 iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database?  Yes  No  
 If yes, provide DEC ID number(s): 828133, 828038, & 828003  
 iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):  
NYSDEC has provided information on all sites. Detailed information will be provided in Part 3 of the EAF.

v. Is the project site subject to an institutional control limiting property uses?  Yes  No

- If yes, DEC site ID number: \_\_\_\_\_
- Describe the type of institutional control (e.g., deed restriction or easement): \_\_\_\_\_
- Describe any use limitations: \_\_\_\_\_
- Describe any engineering controls: \_\_\_\_\_
- Will the project affect the institutional or engineering controls in place?  Yes  No
- Explain: \_\_\_\_\_

---

**E.2. Natural Resources On or Near Project Site**

a. What is the average depth to bedrock on the project site? \_\_\_\_\_ > 6 feet

b. Are there bedrock outcroppings on the project site?  Yes  No  
 If Yes, what proportion of the site is comprised of bedrock outcroppings? \_\_\_\_\_ %

c. Predominant soil type(s) present on project site:

Cazenovia gravelly loam	_____	+/- 45 %
Cayuga silt loam	_____	+/- 22 %
Ovid silt loam	_____	+/- 17 %

d. What is the average depth to the water table on the project site? Average: +/- 2.5 feet **Varies from 6 in. to 4 ft**

e. Drainage status of project site soils:  Well Drained: 55 % of site  
 Moderately Well Drained: 23 % of site  
 Poorly Drained: 22 % of site

f. Approximate proportion of proposed action site with slopes:  0-10%: 100 % of site  
 10-15%: \_\_\_\_\_ % of site  
 15% or greater: \_\_\_\_\_ % of site

g. Are there any unique geologic features on the project site?  Yes  No  
 If Yes, describe: \_\_\_\_\_

---

h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)?  Yes  No

ii. Do any wetlands or other waterbodies adjoin the project site?  Yes  No  
 If Yes to either *i* or *ii*, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency?  Yes  No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

- Streams: Name 847-620 at Fred Hill School & Transportation Facility Classification C
- Lakes or Ponds: Name \_\_\_\_\_ Classification \_\_\_\_\_
- Wetlands: Name Federal Water at Fred Hill School & Transportation Facility Approximate Size \_\_\_\_\_
- Wetland No. (if regulated by DEC) \_\_\_\_\_

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies?  Yes  No  
 If yes, name of impaired water body/bodies and basis for listing as impaired: \_\_\_\_\_

---

i. Is the project site in a designated Floodway?  Yes  No

j. Is the project site in the 100 year Floodplain? **only Transportation Facility**  Yes  No

k. Is the project site in the 500 year Floodplain?  Yes  No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer?  Yes  No  
 If Yes: **only Transportation Facility**

i. Name of aquifer: Principal Aquifer

<p>m. Identify the predominant wildlife species that occupy or use the project site:  <u>Typical urban/suburban species such as</u>      <u>squirrels, rabbits, raccoons, chipmunks,</u>  <u>songbirds, crows, raptors, frogs, snakes,</u>      <u>woodchucks, rodents, deer, foxes, and</u>  <u>coyotes.</u></p>	<p>_____</p> <p>_____</p> <p>_____</p>
<p>n. Does the project site contain a designated significant natural community? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span>          If Yes:</p> <p style="margin-left: 20px;">i. Describe the habitat/community (composition, function, and basis for designation): _____</p> <p style="margin-left: 20px;">ii. Source(s) of description or evaluation: _____</p> <p style="margin-left: 20px;">iii. Extent of community/habitat:</p> <ul style="list-style-type: none"> <li>• Currently: _____ acres</li> <li>• Following completion of project as proposed: _____ acres</li> <li>• Gain or loss (indicate + or -): _____ acres</li> </ul>	
<p>o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p>	
<p>p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p>	
<p>q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span>          If yes, give a brief description of how the proposed action may affect that use: _____</p> <p>_____</p>	
<b>E.3. Designated Public Resources On or Near Project Site</b>	
<p>a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span>          If Yes, provide county plus district name/number: _____</p>	
<p>b. Are agricultural lands consisting of highly productive soils present? <span style="float: right;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</span>          i. If Yes: acreage(s) on project site? +/- 135.0 acres of Primeland and +/- 4.5 acres of Primeland if drained <b>total on all campuses,</b>          ii. Source(s) of soil rating(s): <u>USDA NRCS Web Soil Survey</u> <b>much of it is already paved</b></p>	
<p>c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span>          If Yes:</p> <p style="margin-left: 20px;">i. Nature of the natural landmark:      <input type="checkbox"/> Biological Community      <input type="checkbox"/> Geological Feature</p> <p style="margin-left: 20px;">ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____</p> <p>_____</p>	
<p>d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span>          If Yes:</p> <p style="margin-left: 20px;">i. CEA name: _____</p> <p style="margin-left: 20px;">ii. Basis for designation: _____</p> <p style="margin-left: 20px;">iii. Designating agency and date: _____</p>	

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on, or has been nominated by the NYS Board of Historic Preservation for inclusion on, the State or National Register of Historic Places?  Yes  No  
 Contact with SHPO has been initiated.

If Yes:  
 i. Nature of historic/archaeological resource:  Archaeological Site  Historic Building or District  
 ii. Name: Brockport Central Rural High School and Soldiers' Memorial Tower  
 iii. Brief description of attributes on which listing is based:  
Late Gothic Revival Architecture for both listings

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f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?  Yes  No  
 only Transportation Facility

---

g. Have additional archaeological or historic site(s) or resources been identified on the project site?  Yes  No  
 If Yes:  
 i. Describe possible resource(s): \_\_\_\_\_  
 ii. Basis for identification: \_\_\_\_\_

---

h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource?  Yes  No  
 If Yes:  
 i. Identify resource: Erie Canal, Sweden Town Park, Corbett Park, and Northampton Park  
 ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): State historic trail and local parks  
 iii. Distance between project and resource: 0.6 - 3.0 miles.

---

i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666?  Yes  No  
 If Yes:  
 i. Identify the name of the river and its designation: \_\_\_\_\_  
 ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666?  Yes  No

**F. Additional Information**

Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

**G. Verification**

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name Brockport Central School District Date 11/22/2016

Signature Parrin Wickley ASST. Supt. for Bus'ness



**Brockport Central School District  
2017 Capital Improvement Project**

**Environmental Assessment Form - Attachments**

Narrative Attachment

USGS Map

Site Drawing

EAF Mapper Summary Pages



**Brockport Central School District  
2017 Capital Improvement Project  
EAF – Narrative Attachment**

**Part 1 Project and Setting**

**A. Project and Sponsor Information**

**Project Location**

The 2017 Capital Improvement Project (CIP) involves improvements and rehabilitation at the District’s school campus and transportation facility (see attached USGS map). The affected locations include the following:

<b>Brockport High School</b> 40 Allen Street Building 700 Brockport, NY 14420	<b>A.D. Oliver Middle School</b> 40 Allen Street Building 600 Brockport, NY 14420
<b>Fred W. Hill School</b> 40 Allen Street Building 500 Brockport, NY 14420	<b>Elizabeth Barclay School</b> 40 Allen Street Building 400 Brockport, NY 14420
<b>John J. Ginther School</b> 40 Allen Street Building 300 Brockport, NY 14420	<b>Maintenance Building</b> 40 Allen Street Building 200 Brockport, NY 14420
<b>Administration Building</b> 40 Allen Street Building 100 Brockport, NY 14420	<b>Bus Storage</b> 40 Allen Street Building 800 Brockport, NY 14420
<b>Transportation Facility</b> 58 Owens Road Brockport, NY 14420	

**Brief Description of Proposed Action**

The proposed action, or the “Project,” includes the improvements and renovations proposed in the 2017 CIP, summarized as follows:

➤ **Brockport High School**

Site improvements as well as exterior and interior building work will be undertaken at Brockport High School. Elements include:

- **New Athletic Areas:** 1 new football stadium turf field; 1 new multipurpose turf field with fence, dugouts, and appropriate field lighting; and 8 tennis court replacements with a practice wall

- Drainage Improvements: Green infrastructure (e.g. open swales) at the new turf fields
- Re-Pavement, Ground Stabilization, & Signage: Mill and replace the pavement around the football stadium; remove, replace, and/or compact the loose in-place fill material of the stadium field site to minimize settling; and install accessible parking signage
- Interior Renovations: Renovations of the secure entry vestibule and bathrooms in addition to replacements of interior walls, doors, and plumbing components
- Exterior Improvements: Repairs to bricks/mortar, structural floors, exterior columns, and roof, plus emergency egress lighting installation

➤ **A. D. Oliver Middle School**

Full-depth reconstruction of an access drive and dumpster area including a new dumpster pad is proposed at Oliver Middle School. Also proposed are the following interior and exterior improvements: renovation of front entrance, main office, and classrooms for secure entry vestibule; water heater and storage tank replacements; exterior wooden beam replacements; and emergency egress lighting installation.

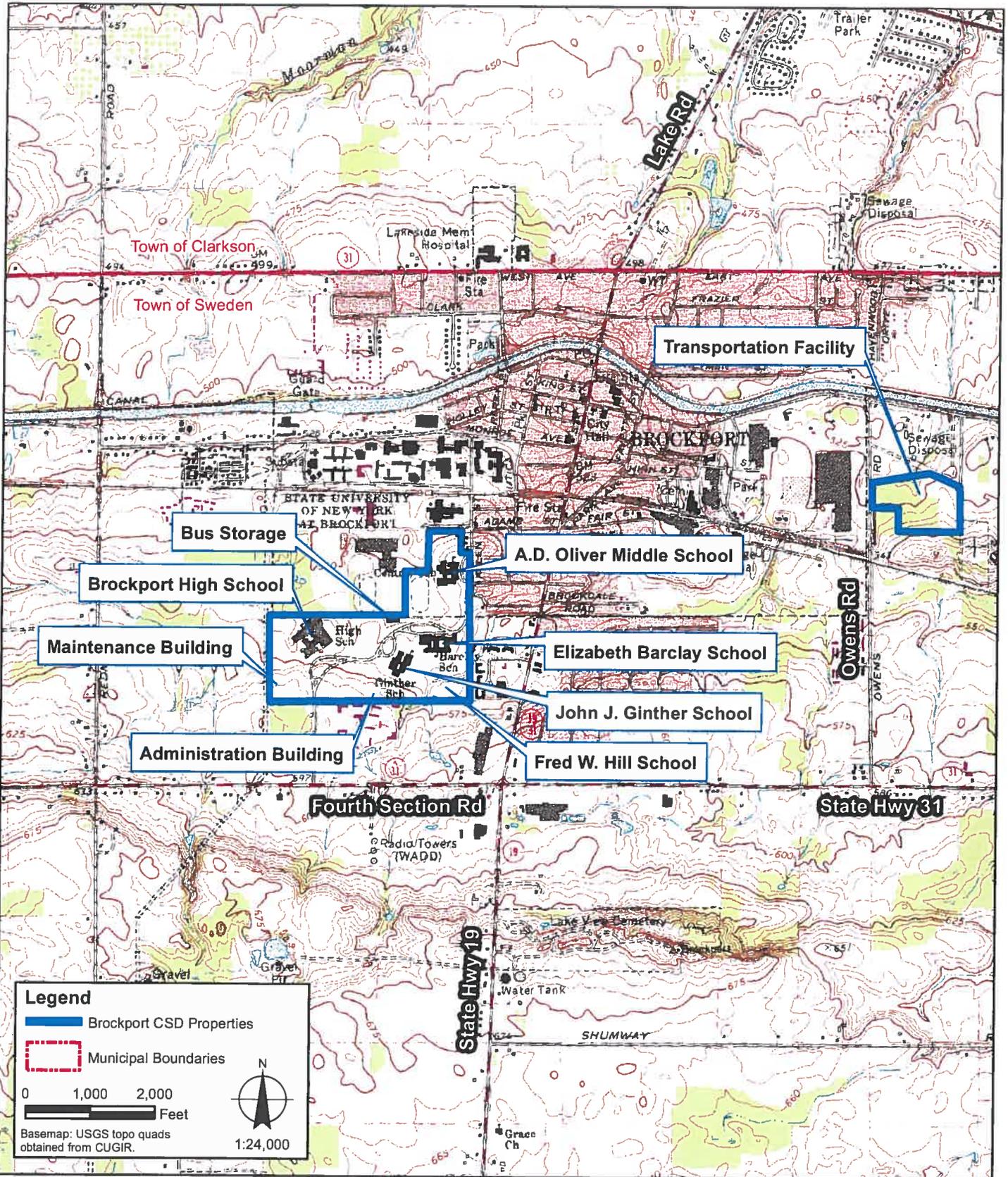
➤ **Elementary Schools: Fred W. Hill, Elizabeth Barclay, & John J. Ginther Schools**

Playgrounds and sidewalks will be replaced at all elementary schools. Planned at Fred Hill and John Ginther Schools are new canopy constructions and full-depth reconstruction of asphalt surfaces: an access road and sidewalks at Fred Hill and play area, parking lots, and student drop-off areas at John Ginther. Pole lighting will be installed along the perimeter of the reconstructed bus loop and parking lot at John Ginther. Additionally at Fred Hill, a parking lot will be sealed and restriped. The following interior and exterior improvements will be undertaken at all or most elementary schools: renovations of front entrance and main office for secure entry vestibule; panelboard replacements; and emergency egress lighting installations. A glass block interior wall will be replaced at Elizabeth Barclay School, and portions of the roof will be replaced at John Ginther School.

➤ **Maintenance Building, Administration Building, Bus Storage, & Transportation Facility**

Settling drainage structures will be replaced at Maintenance Building, which is sited upon loose fill materials. Heat trace will be installed on the gutter and downspouts of Transportation Facility. Emergency egress lighting will be installed at Bus Storage and Administration Building.

## USGS Map



**Legend**

- Brockport CSD Properties
- Municipal Boundaries

0 1,000 2,000  
Feet

Basemap: USGS topo quads obtained from CUGIR.

1:24,000

PROJECT/DRAWING NUMBER
2160330
FIGURE 1

DRAWING TITLE	
<b>USGS LOCATION MAP BROCKPORT QUAD</b>	
ISSUED FOR	DESIGNED BY: RCN
REVIEW	DRAWN BY: LW
DATE: NOVEMBER 2016	REVIEWED BY: KS

PROJECT/CLIENT	
<b>BROCKPORT CENTRAL SCHOOL DISTRICT</b>	
<b>2017 CAPITAL IMPROVEMENT PROGRAM</b>	

# LABELLA

Associates, D.P.C.

300 STATE STREET  
ROCHESTER, NY 14614  
P: (585) 454-6110  
F: (585) 454-3066

www.labellapc.com  
LDP/RYGH/11/2015

## Site Drawing

Note: None provided for Transportation Facility  
due to lack of site work on its property.



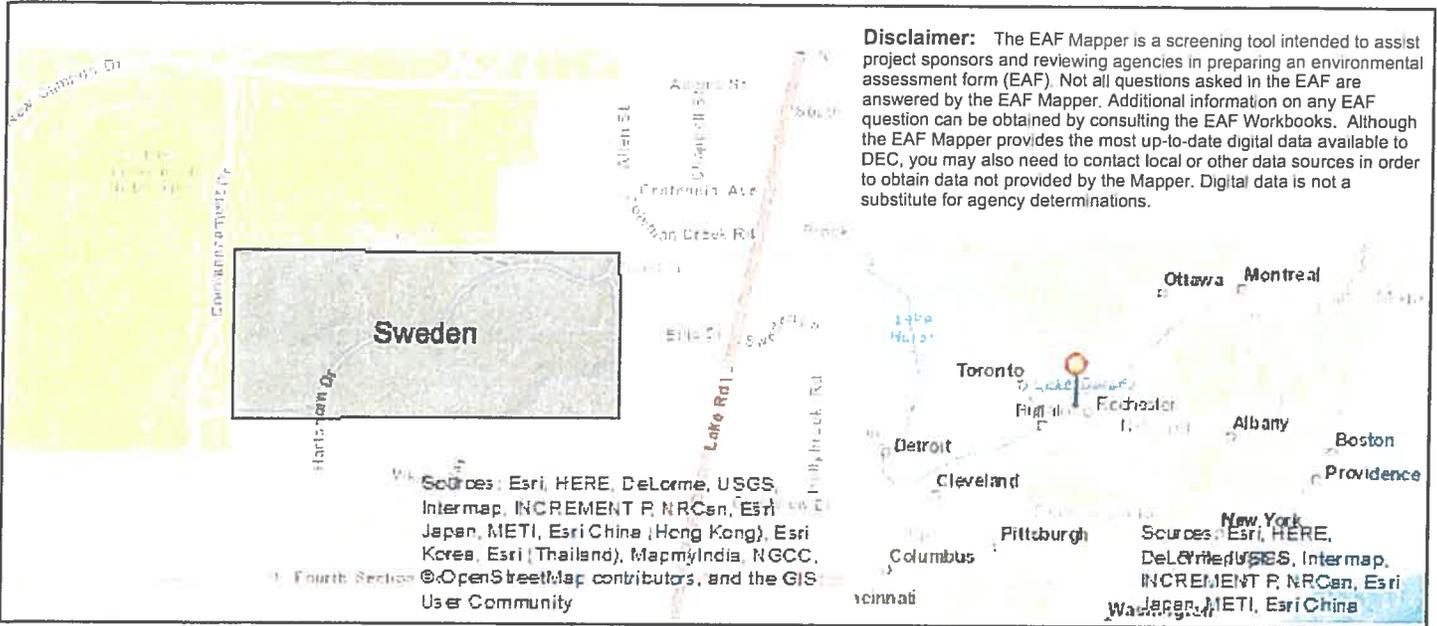
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## **EAF Mapper Summary Pages**

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# EAF Mapper Summary Report

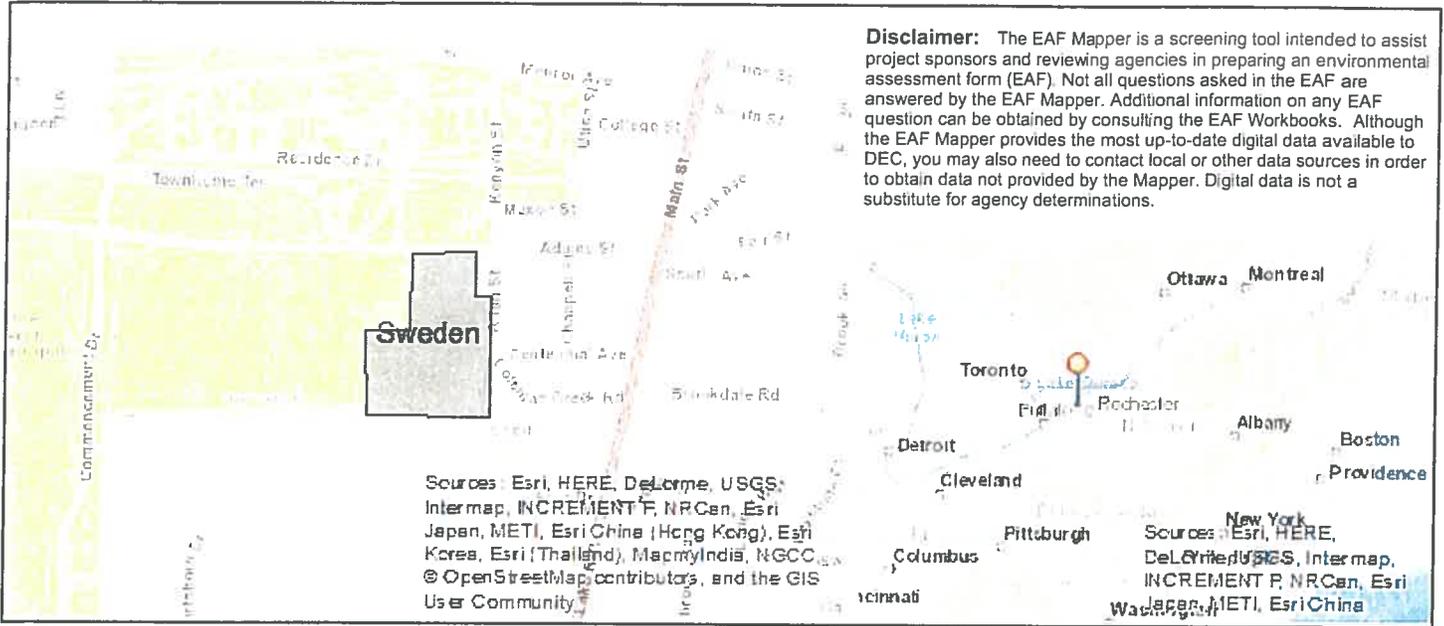
Friday, November 11, 2016 12:10 PM



**Disclaimer:** The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources in order to obtain data not provided by the Mapper. Digital data is not a substitute for agency determinations.

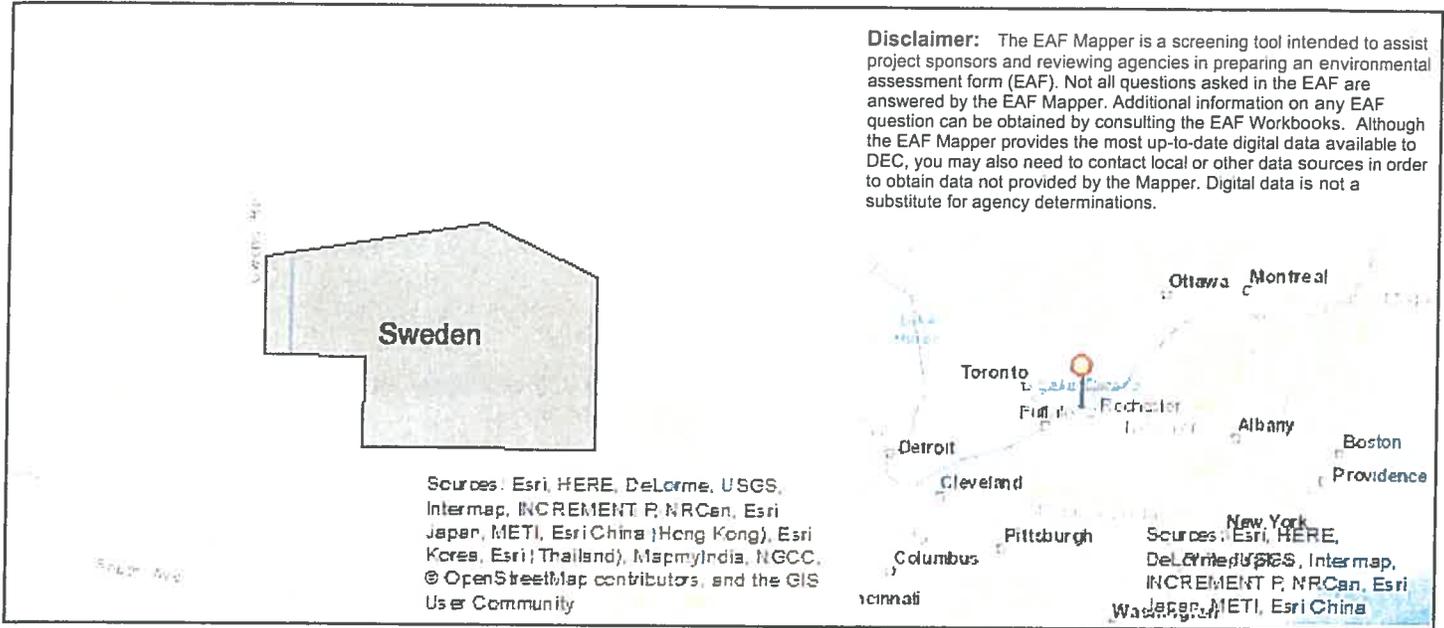
B.i.i [Coastal or Waterfront Area]	No
B.i.ii [Local Waterfront Revitalization Area]	No
C.2.b. [Special Planning District]	Yes - Digital mapping data are not available for all Special Planning Districts. Refer to EAF Workbook.
C.2.b. [Special Planning District - Name]	NYS Heritage Areas:West Erie Canal Corridor
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	Yes
E.1.h.iii [Within 2,000' of DEC Remediation Site - DEC ID]	828133
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	Yes
E.2.h.ii [Surface Water Features]	Yes
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
E.2.h.iv [Surface Water Features - Stream Name]	847-620
E.2.h.iv [Surface Water Features - Stream Classification]	C
E.2.h.iv [Surface Water Features - Wetlands Name]	Federal Waters
E.2.h.v [Impaired Water Bodies]	No

E.2.i. [Floodway]	No
E.2.j. [100 Year Floodplain]	No
E.2.k. [500 Year Floodplain]	No
E.2.l. [Aquifers]	No
E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	No
E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National Register of Historic Places]	Yes - Digital mapping data for archaeological site boundaries are not available. Refer to EAF Workbook.
E.3.e.ii [National Register of Historic Places - Name]	Brockport Central Rural High School
E.3.f. [Archeological Sites]	No
E.3.i. [Designated River Corridor]	No



B.1.i [Coastal or Waterfront Area]	No
B.1.ii [Local Waterfront Revitalization Area]	No
C.2.b. [Special Planning District]	Yes - Digital mapping data are not available for all Special Planning Districts. Refer to EAF Workbook.
C.2.b. [Special Planning District - Name]	NYS Heritage Areas:West Erie Canal Corridor
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	Yes
E.1.h.iii [Within 2,000' of DEC Remediation Site - DEC ID]	828133
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	No
E.2.h.ii [Surface Water Features]	Yes
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	No
E.2.j. [100 Year Floodplain]	No
E.2.k. [500 Year Floodplain]	No
E.2.l. [Aquifers]	No
E.2.n. [Natural Communities]	No

E.2.o. [Endangered or Threatened Species]	No
E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National Register of Historic Places]	Yes - Digital mapping data for archaeological site boundaries are not available. Refer to EAF Workbook.
E.3.e.ii [National Register of Historic Places - Name]	Brockport Central Rural High School
E.3.f. [Archeological Sites]	No
E.3.i. [Designated River Corridor]	No



B.i.i [Coastal or Waterfront Area]	No
B.i.ii [Local Waterfront Revitalization Area]	No
C.2.b. [Special Planning District]	Yes - Digital mapping data are not available for all Special Planning Districts. Refer to EAF Workbook.
C.2.b. [Special Planning District - Name]	NYS Heritage Areas: West Erie Canal Corridor
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	Yes
E.1.h.iii [Within 2,000' of DEC Remediation Site - DEC ID]	828038 , 828003
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	Yes
E.2.h.ii [Surface Water Features]	Yes
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
E.2.h.iv [Surface Water Features - Stream Name]	847-620
E.2.h.iv [Surface Water Features - Stream Classification]	C
E.2.h.iv [Surface Water Features - Wetlands Name]	Federal Waters
E.2.h.v [Impaired Water Bodies]	No

E.2.i. [Floodway]	No
E.2.j. [100 Year Floodplain]	Yes
E.2.k. [500 Year Floodplain]	No
E.2.l. [Aquifers]	Yes
E.2.l. [Aquifer Names]	Principal Aquifer
E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	No
E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National Register of Historic Places]	Yes - Digital mapping data for archaeological site boundaries are not available. Refer to EAF Workbook.
E.3.e.ii [National Register of Historic Places - Name]	Soldiers' Memorial Tower
E.3.f. [Archeological Sites]	Yes
E.3.i. [Designated River Corridor]	No



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Public Service**

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Chair

**Patricia L. Acampora**  
**Gregg C. Sayre**  
**Diane X. Burman**  
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295 Main Street, Suite 1050, Buffalo, NY 14203-2508  
125 East Bethpage Road, Plainview, NY 11803

[www.dps.ny.gov](http://www.dps.ny.gov)

November 2016

Dear Community Leader/Elected Official:

As the winter season approaches, many New Yorkers will face a difficult time managing their energy costs. This situation may be particularly hard on the elderly and those with fixed or low incomes. It is important that consumers are made aware of steps they can take, and the programs they can participate in, to reduce their energy use and help control energy bills this winter.

The New York State Department of Public Service's winter outreach and education campaign is designed to help consumers manage their energy bills while staying warm and safe during the cold weather months. We are encouraging consumers to take simple, low-cost energy savings measures to reduce energy use and to consider bill payment options and financial assistance programs to help with energy costs.

I am writing to ask for your assistance with our outreach and education effort. Enclosed is a list of available publications related to the upcoming winter season, which include topics such as the rights and protections of electric and natural gas customers, what to do if utility service is interrupted, and the actions consumers can take to manage their winter energy costs. We encourage you to distribute these publications by placing them in high traffic areas in your community.

Please contact Laura Flower of the Office of Consumer Services by phone at (212) 417-6174 or by e-mail at [Laura.Flower@dps.ny.gov](mailto:Laura.Flower@dps.ny.gov) if you have any questions, or would like to discuss ways we can work together to inform consumers about utility issues.

Sincerely,

**LuAnn Scherer**  
Acting Director  
Office of Consumer Services

Enc.



**Dear Community Leader:**

**This winter, help your community control heating costs by using this form to request our consumer education materials free of charge. Descriptions of the publications are on the reverse of this page.**

**Please fill in your contact information along with the quantity of each publication, and return the completed form to the New York State Department of Public Service.**

Organization: \_\_\_\_\_ Contact: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

County: \_\_\_\_\_ Telephone: (     ) \_\_\_\_\_

E-mail for organization: \_\_\_\_\_

Would you like to be added to our email list for future mailings? \_\_\_ yes \_\_\_ no

<b>Publication</b>	<b>English Quantity</b>	<b>Spanish Quantity</b>
<i>Take the Chill Out of Your Winter Energy Bills</i> brochure		
<i>New York's Natural Gas Outlook</i> factsheet		
<i>Your Rights &amp; Protections</i> brochure		
<i>Household Electricity Use &amp; Energy Saving Tips</i> booklet		
<i>Utility Service Interruptions</i> brochure		
<i>Guide to Filing Complaints About Your Utility Service</i> brochure		

**Return completed form via:**

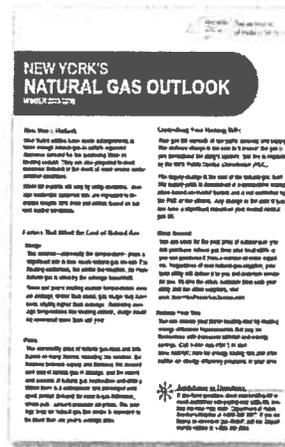
<b>Mail:</b> NYS Department of Public Service Attn: Office of Consumer Services, 4 <sup>th</sup> Floor 90 Church Street, New York, NY 10007	<b>Fax:</b> (212) 417-2223	<b>Email:</b> consumer.outreach@dps.ny.gov
--	-------------------------------	---

Please allow 2-3 weeks for fulfillment.



**Take the Chill Out of Your Winter Energy Bills** brochure

Control heating costs with energy efficiency programs, financial assistance programs, bill payment options and energy supply options.



**New York's Natural Gas Outlook: Winter 2016-17** factsheet

Learn about this winter's natural gas outlook and the factors that affect the cost of gas. The reverse side provides tips to help people reduce energy waste during the winter months.



**Your Rights & Protections** brochure

Learn about the Home Energy Fair Practices Act (HEFPA) which provides comprehensive consumer protections to residential customers regarding electric and natural gas utility service.



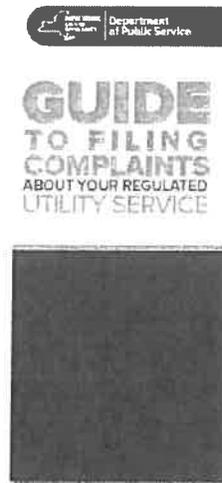
**Household Electricity Use and Energy Saving Tips** booklet

Save energy using this list of common household electric devices and appliances, their estimated operating costs based on level of usage and tips on reducing waste.



**Utility Service Interruptions** brochure

Follow this DPS guide to learn what to do if utility service is interrupted.



**Guide to Filing Complaints About Your Regulated Utility Service** brochure

Use this guide to understand how consumers can resolve an issue or complaint with their electric, natural gas, telephone, cable television, or water company.