



**BOARD OF EDUCATION BUDGET WORK SESSION AND MEETING
MONDAY, MARCH 14, 2016
JR./SR. HIGH SCHOOL LIBRARY – 6:30 P.M.**

1. Meeting Call to Order

- 1.1 Pledge to the Flag
- 1.2 Acceptance of Agenda
- 1.3 2nd 2016-17 Budget Workshop
 - a. Presentation
 - b. Budget Worksheets

2. Communications

- 2.1 From the Floor
- 2.2 President's Messages
 - 1. SBI Legal Issues Workshop, March 24th at Twin Ponds
 - 2. BOCES Annual Meeting, Wednesday April 6th
 - a. Committee Report(s) – N/A
 - 1. Facilities Health & Safety Committee
 - 2. Policy Committee
 - 3. Transportation Committee
 - b. Board Calendar - N/A
 - c. BOCES Representative Report – N/A

3. Consent Agenda – N/A

4. Old Business – N/A

5. New Business

- 5.1 Personnel Report – Action
- 5.2 Lease Agreement for Senior Citizen Bus for School Musical
- 5.3 Acceptance of \$125 Donation to Pay for Bus Driver
- 5.4 Resolution for SEQR 2, Capital Outlay Project – Action
- 5.5 Award Bid for Hazardous Testing Services to Atlantic Testing - Action

6. Building Reports – N/A

7. Superintendent's Report

- 7.1 Capital Project Status
- 7.2 Focus District Update

8. Executive Session

9. Adjournment

**NEW YORK MILLS
UNION FREE
SCHOOL DISTRICT**

2016-17

Public Budget Workshop #2

Monday, March 14, 2016

Budget Decisions Driven by District Goals

- ▣ Provide programs, resources, and facilities that will ensure all students are given equal opportunities to achieve higher district, state, and national standards.
- ▣ Provide staff development to all employees that will enable them to elevate their skills, knowledge, and attitude in order to help our students achieve excellence.
- ▣ Promote school pride and spirit through a partnership with the community.

Decisions Already Made

INCLUDED IN BUDGET

- ▣ Capital Outlay Project
\$100,000
- ▣ Bond Anticipation Note
\$90,507
- ▣ Purchase Two New Buses
\$149,606
- ▣ New Administrative
Structure \$7,561
- ▣ School Resource Officer
\$75,500 (Inclusive of Extra-
curricular Events)
- ▣ New Elementary Reading
Program \$45,000

EXCLUDED FROM BUDGET

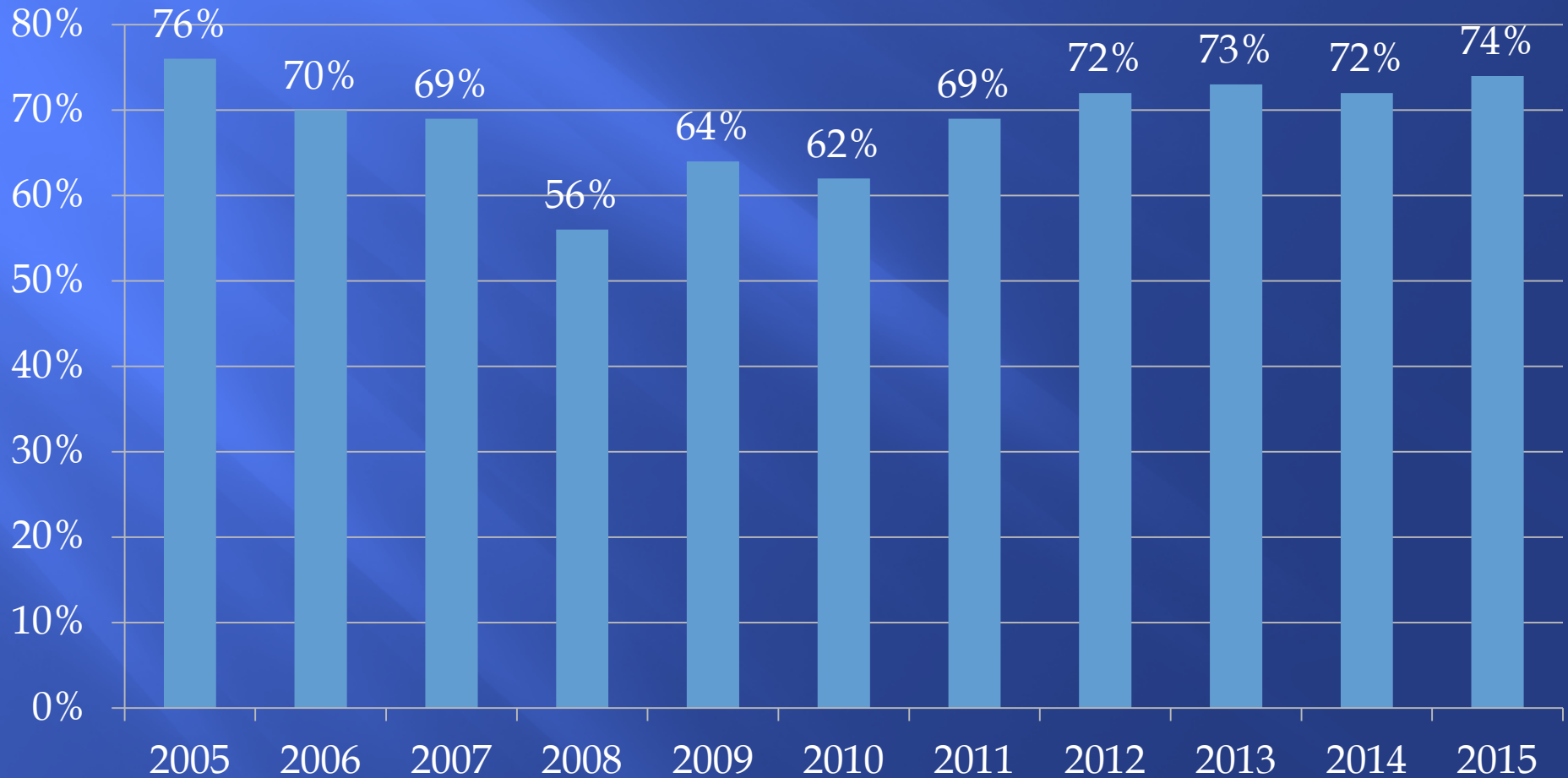
- ▣ 1.0 FTE School Social
Worker \$22,702
- ▣ Drivers Education
\$26,500

New York Mills Tax Cap Calculation

New York Mills Union Free School District 2016-2017 Tax Levy Cap Calculation

Tax Base Growth Factor		1.0038	
Allowable Levy Growth Factor (lesser of 2% or CPI)		1.0012	
Prior Year Tax Levy		\$ 7,481,175	
Subtract: Reserve Amount (including interest)		\$ -	
Prior Year Adjusted Tax Levy		\$ 7,481,175	
Prior Year Adjusted Levy \times Tax Base Growth Factor	1.0038	\$ 7,509,603	
Add Pilots Receivable in 2015 - 2016		\$ 202,950	
Subtract Prior Year Exemptions (not TRS/ERS exemptions):			
Torts and Judgements		0	
2015-2016 Local Capital Levy Share	169,413	169,413	
<i>Adjusted Prior Year Tax Levy</i>		7,543,140	
Adjusted Tax Levy \times Allowable Levy Growth Factor (2% or CPI)	100.12%	7,552,192	
Remove Pilots Receivable in 2016-17		\$ 202,950	
Available Carry Over		\$ -	
<i>Tax Levy Limit</i>		\$ 7,349,242	
Add Current Year Exemptions:			
Torts and Judgements		0	
2016-17 ERS Exemption		0	
2016 - 2017 TRS Exemption		0	
2016 - 2017 Local Capital Levy Share	219,730	\$ 219,730	
Tax Levy Threshold		\$ 7,568,972	
Allowable Increase in Dollars		\$87,797	
Allowable Increase in %		1.1736%	

Budget “YES” Vote History



State Aid

Aid Projections

- Increase is minimal at .64%
- Governor's Run is showing \$26,696 Increase

Contributing Factors

- Status of APPR
- Declining Enrollment

K-12 Enrollment Trends



Use of Fund Balance

IF...

- ▣ the Budget to Budget Increase is 0% or less
- ▣ Tax levy Increase is 0% or less
- ▣ State Aid stays flat/minimal in subsequent years
- ▣ The District implements a Pre-K Program
- ▣ Pre-K is sustained 5-7 years without impact to the taxpayers

THEN...

- ▣ Funds will not be available to sustain normal spending increases
- ▣ The tax levy limit will curtail the District's ability to raise sufficient funds through taxes to support current programs
- ▣ There will be insufficient funds to sustain current and future reserves

Recommendation

SCENARIO A

- ▣ Implement Pre-K, use Fund Balance/Debt Service and go out at the Tax Levy Limit (1.1736%)
- ▣ The sustainability is only good for 5-7 years

SCENARIO B

- ▣ Don't implement Pre-K
- ▣ Use Fund Balance for other recommendations you approve
- ▣ No Tax Increase
- ▣ This will maximize Fund Balance/Debt Service in future years

Budget & Tax Levy Limit:

2015-16 Budget	\$13,518,387
Proposed 2016-17 Budget	\$13,517,666
Budget to Budget (<u>Decrease</u>)	(.0053334%)
State Aid Increase	\$26,696
Projected Tax Rate Increase	???
Allowable Tax Levy Limit	1.1736%
	(approximately \$87,797)

Items for Board Decision:



\$250,000 for Pre-Kindergarten Program



- ❑ Two half-day sections
- ❑ 1.0 FTE Teacher
 - 1.0 FTE Teacher Assistant
- ❑ Equipment
- ❑ Supplies



.5 FTE Building Maintenance Worker

\$18,460



- ▣ Assist in grass cutting, plowing, salting, marking fields
- ▣ Yearly room and floor maintenance
- ▣ Repairs to plumbing, electrical, equipment as needed
- ▣ Painting
- ▣ Substitute Bus Driving

Middle School Keyboarding Class



- ▣ 10 week course for 6th & 7th grade students to build a foundational base for typing and basic word processing
- ▣ Opportunity to put more computer tools into the Introduction to Computers course in 9th grade
- ▣ Will continue to research elementary keyboarding instruction

\$16,195

Senior Seminar (New Elective, BOCES .2 FTE)



- ▣ Run for 1/2 the cost every other day for two groups for a semester
- ▣ An elective for a pass/fail grade
- ▣ Recommendation withdrawn if a required course

\$16,078
(\$8,039)

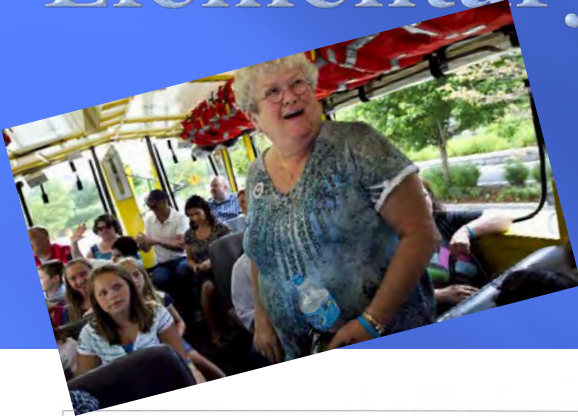
Curriculum Specialist (BOCES .2 FTE)

\$15,000



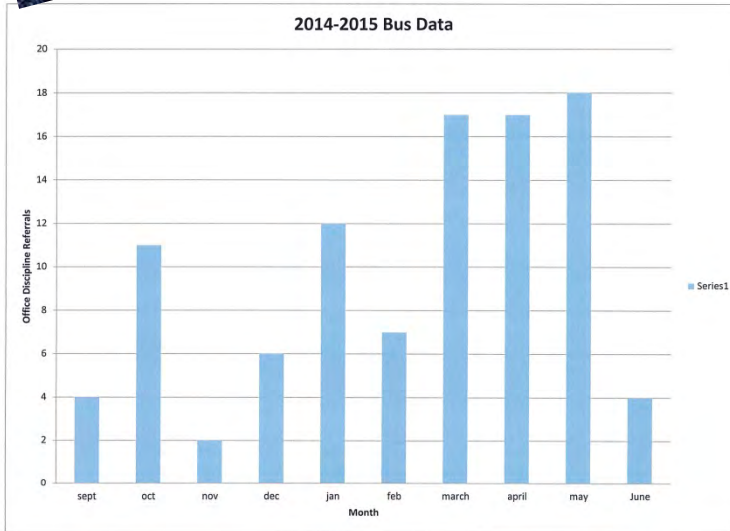
- Provide leadership for grade level, department, and vertical teams in the development, revision and alignment of K-12 curriculum
- Assist with implementation of Focus District Diagnostic Tool for School & District Effectiveness (DTSDE) Tenant 3; Curriculum development and support

Elementary Rotating Bus Monitor (PM only)

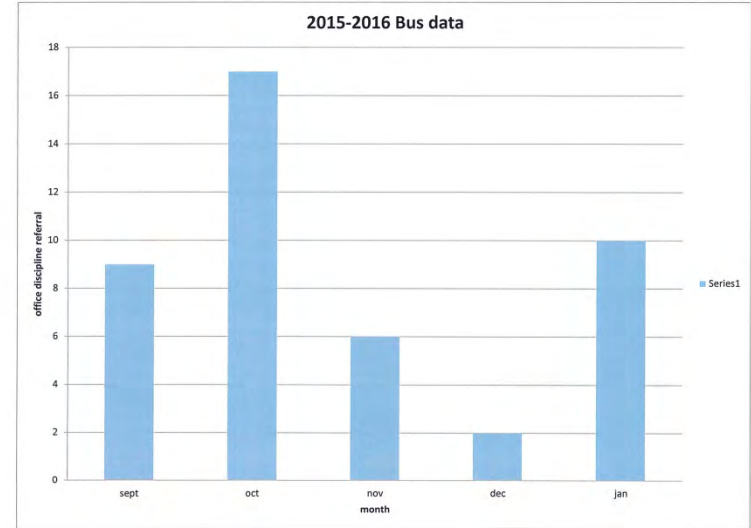


Infraction Summary Report

2014-2015 Bus Data



2015-2016 Bus data



\$3,748

Board Discussion, Questions?

Decision-Making

New York Mills School District

1.3 b

3/11/2016 3:17 PM

2016-2017 Budget Worksheet

Budget Code				Description	2015-16 Budget	2016-17 Proposed Budget	Dollar Difference	Notes
BOARD EXPENSES								
1010.	400	00	0000	CONTRACTUAL	\$ 1,800.00	\$ 300.00	\$ (1,500.00)	
	403	00	0000	TRAVEL-MILEAGE	\$ 3,500.00	\$ 4,500.00	\$ 1,000.00	
	404	00	0000	CONFERENCE FEES	\$ 8,200.00	\$ 10,000.00	\$ 1,800.00	
	450	00	0000	OFFICE SUPPLIES	\$ 1,300.00	\$ -	\$ (1,300.00)	
				TOTAL	\$ 14,800.00	\$ 14,800.00	\$ -	
DISTRICT CLERK								
1040.	160	00	0000	NON-INST SALARIES	\$ 3,400.00	\$ 3,600.00	\$ 200.00	
	400	00	0000	CONTRACTUAL	\$ 225.00	\$ -	\$ (225.00)	
	403	00	0000	TRAVEL	\$ -	\$ -	\$ -	
	404	00	0000	CONFERENCE FEES	\$ 125.00	\$ -	\$ (125.00)	
	406	00	0000	ADVERTISING	\$ 3,850.00	\$ 3,850.00	\$ -	
	410	00	0000	RENTAL	\$ 3,000.00	\$ -	\$ (3,000.00)	
	450	00	0000	OFFICE SUPPLIES	\$ 750.00	\$ 750.00	\$ -	
				TOTAL	\$ 11,350.00	\$ 8,200.00	\$ (3,150.00)	
DISTRICT MEETING								
1060.	406	00	0000	ADVERTISING	\$ 455.00	\$ 500.00	\$ 45.00	
	408	00	0000	CONTRACTUAL	\$ 1,000.00	\$ 1,000.00	\$ -	
	450	00	0000	OFFICE SUPPLIES	\$ 100.00	\$ -	\$ (100.00)	
				TOTAL	\$ 1,555.00	\$ 1,500.00	\$ (55.00)	
CHIEF SCHOOL ADMINISTRATOR								
1240.	150	00	0000	INST SALARIES	\$ 145,808.00	\$ 155,002.00	\$ 9,194.00	
	160	00	0000	NON-INST SALARIES	\$ 25,106.00	\$ 25,919.00	\$ 813.00	
	400	00	0000	CONTRACTUAL	\$ 10,000.00	\$ 10,000.00	\$ -	
	403	00	0000	TRAVEL MILEAGE	\$ 3,308.00	\$ 2,000.00	\$ (1,308.00)	
	404	00	0000	CONFERENCE FEES	\$ 3,000.00	\$ 3,000.00	\$ -	
	409	00	0000	DUES	\$ 2,600.00	\$ 3,000.00	\$ 400.00	
	450	00	0000	OFFICE SUPPLIES	\$ 2,500.00	\$ 1,000.00	\$ (1,500.00)	
				TOTAL	\$ 192,322.00	\$ 199,921.00	\$ 7,599.00	

3/11/2016 3:17 PM

Budget Code				Description	2015-16	2016-17	Dollar	
3/11/2016 3:17 PM					Budget	Proposed Budget	Difference	Notes Page 2
BUSINESS ADMINISTRATION								
1310	160	00	0000	NON-INST SALARIES	\$ 67,300.00	\$ 67,300.00	\$ -	
	401	00	0000	SERVICE CONTRACTS	\$ 310.00	\$ -	\$ (310.00)	
	402	00	0000	REPAIRS	\$ 250.00	\$ -	\$ (250.00)	
	403	00	0000	TRAVEL-MILEAGE	\$ 273.00	\$ 275.00	\$ 2.00	
	404	00	0000	CONFERENCE FEES	\$ 1,030.00	\$ 500.00	\$ (530.00)	
	450	00	0000	OFFICE SUPPLIES	\$ 2,300.00	\$ 500.00	\$ (1,800.00)	
	490	00	0000	BOCES SERVICES	\$ 42,575.00	\$ 42,575.00	\$ -	
				TOTAL	\$ 114,038.00	\$ 111,150.00	\$ (2,888.00)	
AUDITING								
1320.	408	00	0000	AUDITING SERVICE	\$ 32,300.00	\$ 26,000.00	\$ (6,300.00)	
				TOTAL	\$ 32,300.00	\$ 26,000.00	\$ (6,300.00)	
TAX COLLECTOR								
1330	406	00	0000	ADVERTISING			\$ -	
1330	408	00	0000	FEES			\$ -	
				TOTAL	\$ -	\$ -	\$ -	
CO-OP BID								
1345	490	00	0000	BOCES CO-OP BID	\$ 3,208.00	\$ 3,208.00	\$ -	
				TOTAL	\$ 3,208.00	\$ 3,208.00	\$ -	
							\$ -	
FISCAL AGENT								
1380.	401	00	0000	SERVICE CONTRACTS	\$ 8,000.00	\$ 8,000.00	\$ -	
				TOTAL	\$ 8,000.00	\$ 8,000.00	\$ -	
PERSONNEL SERVICES								
1420.	408	00	0000	ATTORNEY SERVICES	\$ 32,500.00	\$ 32,500.00	\$ -	
1430.	490	00	0000	BOCES-PERSONNEL SERV.	\$ 56,620.00	\$ 50,625.00	\$ (5,995.00)	
1460	490	00	0000	BOCES-RECORDS INFORM	\$ 5,069.00	\$ 5,069.00	\$ -	
				TOTAL	\$ 94,189.00	\$ 88,194.00	\$ (5,995.00)	
PUBLIC INFORMATION & SERVICES								
1480	490	00	0000	BOCES-PUBLIC INFOR SPEC			\$ -	
				TOTAL	\$ -	\$ -	\$ -	

Budget Code				Description	2015-16	2016-17	Dollar	
3/11/2016 3:17 PM					Budget	Proposed Budget	Difference	Notes Page 3
CENTRAL SERVICES								
OPERATIONS								
1620.	160	00	0000	NON-INST SALARIES	\$ 208,498.00	\$ 195,498.00	\$ (13,000.00)	
	200	00	0000	NEW EQUIPMENT	\$ -	\$ -	\$ -	
	400	00	0000	CONTRACTUAL	\$ 44,569.00	\$ 50,000.00	\$ 5,431.00	
	401	00	0000	SERVICE CONTRACTS	\$ 16,975.00	\$ 16,975.00	\$ -	
	414	00	0000	INSURANCE	\$ 4,000.00	\$ -	\$ (4,000.00)	
	416	00	0000	NATURAL GAS	\$ 125,000.00	\$ 95,000.00	\$ (30,000.00)	
	417	00	0000	ELECTRICITY	\$ 118,000.00	\$ 98,000.00	\$ (20,000.00)	
	418	00	0000	WATER	\$ 23,000.00	\$ 23,000.00	\$ -	
	420	00	0000	TELEPHONE	\$ 8,550.00	\$ -	\$ (8,550.00)	
	450	00	0000	CLEANING SUPPLIES	\$ 25,037.00	\$ 20,000.00	\$ (5,037.00)	
				TOTAL	\$ 573,629.00	\$ 498,473.00	\$ (75,156.00)	
MAINTENANCE								
1621	160	00	0000	NON-INST SALARIES	\$ 139,710.00	\$ 158,170.00	\$ 18,460.00	.5 FTE Maintenance Position
	200	00	0000	NEW EQUIP	\$ -	\$ -	\$ -	
	201	00	0000	REPLACEMENT EQUIP	\$ -	\$ -	\$ -	
	400	00	0000	CONTRACTUAL	\$ 10,500.00	\$ 10,500.00	\$ -	
	401	00	0000	SERVICE CONTRACTS	\$ 10,500.00	\$ 5,500.00	\$ (5,000.00)	
	402	00	0000	REPAIRS	\$ 20,000.00	\$ 20,000.00	\$ -	
	403	00	0000	MILEAGE	\$ 700.00	\$ 350.00	\$ (350.00)	
	404	00	0000	CONFERENCE	\$ 600.00	\$ 100.00	\$ (500.00)	
	414	00	0000	INSURANCE	\$ -	\$ -	\$ -	
	450	00	0000	SUPPLIES & MATERIALS	\$ 36,000.00	\$ 40,000.00	\$ 4,000.00	
	450	00	0508	GROUNDS	\$ 18,000.00	\$ 18,000.00	\$ -	
	450	00	0509	GASOLINE	\$ 3,000.00	\$ 1,000.00	\$ (2,000.00)	
	490	00	0000	BOCES	\$ 38,422.00	\$ 38,422.00	\$ -	
				TOTAL	\$ 277,432.00	\$ 292,042.00	\$ 14,610.00	
CENTRAL PRINTING & MAILING								
1670	400	00	0000	POSTAGE	\$ 14,965.00	\$ 11,500.00	\$ (3,465.00)	
	490	01	0000	BOCES-PRINTING	\$ 140,000.00	\$ 75,000.00	\$ (65,000.00)	
				TOTAL	\$ 154,965.00	\$ 86,500.00	\$ (68,465.00)	

Budget Code				Description	2015-16	2016-17	Dollar	
3/11/2016 3:17 PM					Budget	Proposed Budget	Difference	Notes Page 4
CENTRAL DATA PROCESSING								
1680	490	01	0000	BOCES-ADMIN DATA PROC.	\$ 172,606.00	\$ 172,606.00	\$ -	
				TOTAL	\$ 172,606.00	\$ 172,606.00	\$ -	
SPECIAL ITEMS								
1910.	414	00	0000	INSURANCE	\$ 62,457.00	\$ 55,000.00	\$ (7,457.00)	
				TOTAL	\$ 62,457.00	\$ 55,000.00	\$ (7,457.00)	
							\$ -	
1920	400	00	0000	ASSOCIATION DUES	\$ 5,775.00	\$ 5,500.00	\$ (275.00)	
				TOTAL	\$ 5,775.00	\$ 5,500.00	\$ (275.00)	
							\$ -	
1964.	400	00	0000	REFUND PROP TAX	\$ 40,000.00	\$ 25,000.00	\$ (15,000.00)	
				TOTAL	\$ 40,000.00	\$ 25,000.00	\$ (15,000.00)	
							\$ -	
1981.	490	00	0000	BOCES-ADMIN&CAP	\$ 156,483.00	\$ 156,483.00	\$ -	
				TOTAL	\$ 156,483.00	\$ 156,483.00	\$ -	
							\$ -	
INSTRUCTIONAL SUPPORT								
CURRICULUM								
2010	150	00	0000	INSTR SALARIES	\$ 12,000.00	\$ 12,000.00	\$ -	
	400	00	0000	CONTRACTUAL			\$ -	
	490	00	0000	BOCES SERVICES	\$ 60,000.00	\$ 75,000.00	\$ 15,000.00	.2 FTE Curriculum Specialist
				TOTAL	\$ 72,000.00	\$ 87,000.00	\$ 15,000.00	
							\$ -	
SUPERVISION								
2020.	150	00	0000	INST SALARIES	\$ 187,062.00	\$ 191,918.00	\$ 4,856.00	
	160	00	0000	NON-INST SALARIES	\$ 104,582.00	\$ 74,690.00	\$ (29,892.00)	
	201	03	0000	EQUIPMENT	\$ -	\$ -	\$ -	
	400	02	0000	CONTRACTUAL	\$ 250.00	\$ 250.00	\$ -	
	400	03	0000	CONTRACTUAL	\$ 250.00	\$ -	\$ (250.00)	
	403	02	0000	TRAVEL-MILEAGE	\$ 400.00	\$ 500.00	\$ 100.00	
	403	03	0000	TRAVEL-MILEAGE	\$ 400.00	\$ 400.00	\$ -	
	404	02	0000	CONFERENCE	\$ 600.00	\$ 300.00	\$ (300.00)	
	404	03	0000	CONFERENCE	\$ 600.00	\$ 300.00	\$ (300.00)	
	409	02	0000	DUES	\$ 200.00	\$ 200.00	\$ -	
	409	03	0000	DUES	\$ 200.00	\$ 200.00	\$ -	
3/11/2016 3:17 PM	450	02	0000	OFFICE SUPPLIES	\$ 4,500.00	\$ 4,500.00	\$ -	
	450	03	0000	OFFICE SUPPLIES	\$ 6,500.00	\$ 4,500.00	\$ (2,000.00)	

Budget Code				Description	2015-16	2016-17	Dollar	
3/11/2016 3:17 PM					Budget	Proposed Budget	Difference	Notes Page 5
				TOTAL	\$ 305,544.00	\$ 277,758.00	\$ (27,786.00)	
INSERVICE								
2070.	150	00	0000	INST SALARIES	\$ 15,540.00	\$ 15,000.00	\$ (540.00)	
2070.	400	00	0000	CONTRACTUAL	\$ 5,500.00	\$ 5,500.00	\$ -	
2070.	450	00	0000	SUPPLIES	\$ -	\$ -	\$ -	
2070.	490	00	0000	BOCES INSERVICE	\$ 3,600.00	\$ 3,600.00	\$ -	
				TOTAL	\$ 24,640.00	\$ 24,100.00	\$ (540.00)	
TEACHING-REGULAR SCHOOL								
2110.	120	00	0000	TEACHER K-3	\$ 783,580.00	\$ 783,580.00	\$ -	
	120	01	0000	TEACHER 4 - 6	\$ 448,632.00	\$ 448,632.00	\$ -	
	130	00	0000	TEACHER 7-12	\$ 1,435,666.00	\$ 1,435,666.00	\$ -	
	130	01	0000	AFTER SCHOOL PROGRAM	\$ 20,000.00	\$ 20,000.00	\$ -	
	131	00	0000	HEALTH BUY-OUTS	\$ 13,750.00	\$ 26,800.00	\$ 13,050.00	
	140	00	0000	SUB SALARIES	\$ 92,000.00	\$ 92,000.00	\$ -	
	160	00	0000	NON-INST SALARIES	\$ 115,032.00	\$ 115,032.00	\$ -	
2110.	200	02	0000	EQUIPMENT	\$ -	\$ -	\$ -	
	200	03	0000	EQUIPMENT	\$ 30,000.00	\$ 5,000.00	\$ (25,000.00)	
2110.	400	02	0000	CONTRACTUAL	\$ 4,000.00	\$ 3,000.00	\$ (1,000.00)	
	400	03	0000	CONTRACTUAL	\$ 3,505.00	\$ 3,000.00	\$ (505.00)	
	402	02	0000	REPAIRS	\$ -	\$ -	\$ -	
	402	03	0000	REPAIRS	\$ 1,500.00	\$ -	\$ (1,500.00)	
	403	02	0000	TRAVEL-MILEAGE	\$ 600.00	\$ 1,000.00	\$ 400.00	
	403	03	0000	TRAVEL-MILEAGE	\$ 600.00	\$ 1,000.00	\$ 400.00	
	404	02	0000	CONFERENCE FEES	\$ 1,000.00	\$ 1,000.00	\$ -	
	404	03	0000	CONFERENCE FEES	\$ 1,250.00	\$ 1,000.00	\$ (250.00)	
	409	03	0000	DUES	\$ -	\$ -	\$ -	
				Total	\$ 2,951,115.00	\$ 2,936,710.00	\$ (14,405.00)	
2110.	450	02	0001	INST SUPPLY GR 1	\$ 400.00	\$ 400.00	\$ -	
	450	02	0002	INST SUPPLY GR 2	\$ 300.00	\$ 700.00	\$ 400.00	
	450	02	0003	INST SUPPLY GR 3	\$ 200.00	\$ 575.00	\$ 375.00	
	450	02	0004	INST SUPPLY GR 4	\$ 300.00	\$ 1,000.00	\$ 700.00	
3/11/2016 3:17 PM	450	02	0005	INST SUPPLY GR 5	\$ 470.00	\$ 200.00	\$ (270.00)	
	450	02	0006	INST SUPPLY GR 6	\$ 200.00	\$ 200.00	\$ -	

Budget Code				Description	2015-16	2016-17	Dollar	
3/11/2016 3:17 PM					Budget	Proposed Budget	Difference	Notes Page 6
	450 02	0007		INST SUPPLY ESL	\$ -	\$ -	\$ -	
	450 02	0013		INST SUPPLY K	\$ 400.00	\$ 200.00	\$ (200.00)	
	450 02	3000		INST SUPPLY ART	\$ 1,950.00	\$ 1,500.00	\$ (450.00)	
	450 02	4000		INST SUPPLY MUSIC	\$ 560.00	\$ 600.00	\$ 40.00	
	450 02	4100		INST SUPPLY PHY ED	\$ -	\$ -	\$ -	
	450 02	4200		INST SUPPLY REMEDIATION	\$ 1,000.00	\$ 1,000.00	\$ -	
	450 02	4700		GENERAL INST SUPPLY	\$ 15,000.00	\$ 15,000.00	\$ -	
	450 02	3050		AV SUPPLIES ELEMENTARY	\$ 750.00	\$ -	\$ (750.00)	
	450 03	3000		INST SUPPLY ART	\$ 1,990.00	\$ 2,342.00	\$ 352.00	
	450 03	3100		INST SUPPLIES AV	\$ -	\$ -	\$ -	
	450 03	3200		INST SUPPLY BUS ED	\$ -	\$ 40.00	\$ 40.00	
	450 03	3400		INST SUPPLY ENGLISH	\$ 1,942.00	\$ 1,125.00	\$ (817.00)	
	450 03	3500		INST SUPPLY FOR LNG	\$ 2,806.00	\$ 1,955.00	\$ (851.00)	
	450 03	3600		INST SUPPLY HEALTH	\$ -	\$ -	\$ -	
	450 03	3700		INST SUPPLY HOME EC	\$ 1,000.00	\$ 1,131.00	\$ 131.00	
	450 03	3800		INST SUPPLY I.A.	\$ 516.00	\$ 974.00	\$ 458.00	
	450 03	3900		INST SUPPLY MATH	\$ 100.00	\$ 376.00	\$ 276.00	
	450 03	4000		INST SUPPLY MUSIC	\$ 1,800.00	\$ 2,648.00	\$ 848.00	
	450 03	4100		INST SUPPLY P.ED	\$ 200.00	\$ -	\$ (200.00)	
	450 03	4300		INST SUPPLY SCIENCE	\$ 2,798.00	\$ 2,462.00	\$ (336.00)	
	450 03	4400		INST SUPPLY S.S.	\$ 139.00	\$ 65.00	\$ (74.00)	
	450 03	4700		GENERAL INST SUPPLY	\$ 9,500.00	\$ 5,500.00	\$ (4,000.00)	
	450 03	4800		H.S. REIM SUPPLY	\$ -	\$ -	\$ -	
				Supply Total	\$ 44,321.00	\$ 39,993.00	\$ (4,328.00)	
2110.	480 01	0000		TEXTBOOKS PRCHL	\$ 1,500.00	\$ 1,000.00	\$ (500.00)	
	480 02	0001		TEXTBOOKS GR 1	\$ -	\$ -	\$ -	
	480 02	0002		TEXTBOOKS GR 2	\$ -	\$ -	\$ -	
	480 02	0003		TEXTBOOKS GR 3	\$ 800.00	\$ -	\$ (800.00)	
	480 02	0004		TEXTBOOKS GR 4	\$ 800.00	\$ -	\$ (800.00)	
	480 02	0005		TEXTBOOKS GR 5	\$ 400.00	\$ -	\$ (400.00)	
	480 02	0006		TEXTBOOKS GR 6	\$ 400.00	\$ -	\$ (400.00)	
	480 02	0007		TEXTBOOKS ESL	\$ -	\$ -	\$ -	
	480 02	0013		TEXTBOOKS K	\$ -	\$ -	\$ -	
	480 02	2270		CONSUMABLES	\$ -	\$ -	\$ -	
3/11/2016 3:17 PM	480 02	4000		TEXTBOOKS MUSIC	\$ -	\$ -	\$ -	
	480 02	4200		REMEDATION	\$ -	\$ -	\$ -	

Budget Code				Description	2015-16	2016-17	Dollar	
3/11/2016 3:17 PM					Budget	Proposed Budget	Difference	Notes Page 7
	480 02	4800		WORKBOOKS ELEM	\$ 26,000.00	\$ 45,000.00	\$ 19,000.00	Partial Reading Series
	480 03	2270		CONSUMABLE	\$ 9,500.00	\$ 8,381.00	\$ (1,119.00)	
	480 03	3200		TEXTBOOKS BUS ED	\$ -	\$ -	\$ -	
	480 03	3400		TEXTBOOKS ENGLISH	\$ 5,211.00	\$ 3,056.00	\$ (2,155.00)	
	480 03	3500		TEXTBOOKS FOR LNG	\$ 689.00	\$ -	\$ (689.00)	
	480 03	3700		TEXTBOOKS HOME EC	\$ -	\$ -	\$ -	
	480 03	3900		TEXTBOOKS MATH	\$ -	\$ -	\$ -	
	480 03	4000		TEXTBOOKS MUSIC	\$ -	\$ -	\$ -	
	480 03	4300		TEXTBOOKS SCIENCE	\$ 5,000.00	\$ 5,000.00	\$ -	
	480 03	4400		TEXTBOOKS S.S.	\$ 2,414.00	\$ 828.00	\$ (1,586.00)	
	480 03	4700		TEXTBOOKS GEN INST	\$ -	\$ -	\$ -	
	480 03	5000		TEXTBOOKS TECH	\$ 2,900.00	\$ -	\$ (2,900.00)	
	480 03	5100		TEXTBOOKS ART	\$ -	\$ -	\$ -	
				Textbook Subtotal	\$ 55,614.00	\$ 63,265.00	\$ 7,651.00	
2110.	490 00	0000		BOCES SERVICES	\$ 713,873.00	\$ 785,706.00	\$ 71,833.00	Pre-K, Senior Seminar, and Keyboarding Class
							\$ -	
				Total	\$ 713,873.00	\$ 785,706.00	\$ 71,833.00	
							\$ -	
				TOTAL REGULAR SCHOOL AND INSTRUCTIONAL SUPPORT	\$ 4,167,107.00	\$ 4,214,532.00	\$ 47,425.00	
				PROGRAMS/ STUDENTS WITH DISABILITIES			\$ -	
2250.	150 00	0000		INST SALARIES	\$ 241,868.00	\$ 292,540.00	\$ 50,672.00	
	160 00	0000		NON-INST SALARIES	\$ 178,434.00	\$ 188,620.00	\$ 10,186.00	
	200 00	0000		EQUIPMENT	\$ -	\$ -	\$ -	
	400 00	0000		CONTRACTUAL	\$ 18,000.00	\$ 15,000.00	\$ (3,000.00)	
	404 00	0000		CONFERENCE FEES	\$ 750.00	\$ 250.00	\$ (500.00)	
	450 00	0000		SUPPLIES	\$ 450.00	\$ 1,500.00	\$ 1,050.00	
	470 00	0000		TUITION	\$ 200,000.00	\$ 200,000.00	\$ -	
	480 00	0000		TEXTBOOKS	\$ 1,000.00	\$ 1,000.00	\$ -	
	490 00	0000		BOCES SERVICES	\$ 973,674.00	\$ 876,601.00	\$ (97,073.00)	
				TOTAL	\$ 1,614,176.00	\$ 1,575,511.00	\$ (38,665.00)	
							\$ -	

Budget Code				Description	2015-16	2016-17	Dollar	
3/11/2016 3:17 PM					Budget	Proposed Budget	Difference	Notes Page 8
OCCUPATIONAL EDUCATION							\$ -	
2280	150	00	0000	INST SALARIES	\$ 154,705.00	\$ 98,908.00	\$ (55,797.00)	
	490	00	0000	BOCES SERVICES	\$ 159,646.00	\$ 159,646.00	\$ -	
				TOTAL	\$ 314,351.00	\$ 258,554.00	\$ (55,797.00)	
TEACHING SUMMER SCHOOL							\$ -	
2330	450	00	0000	SUPPLIES	\$ -	\$ -	\$ -	
2330	490	00	0000	BOCES-SPEC. SCHOOL	\$ 41,600.00	\$ 41,600.00	\$ -	
				TOTAL	\$ 41,600.00	\$ 41,600.00	\$ -	
ALTERNATIVE EDUCATION							\$ -	
2340	490	00	0000	BOCES-ALT.ED	\$ 149,680.00	\$ 119,895.00	\$ (29,785.00)	
				TOTAL	\$ 149,680.00	\$ 119,895.00	\$ (29,785.00)	
				TOTAL SPECIAL SCHOOLS	\$ 2,119,807.00	\$ 1,995,560.00	\$ (124,247.00)	
INSTRUCTIONAL MEDIA								
LIBRARY AND AV								
2610.	150	00	0000	INST SALARIES	\$ 67,850.00	\$ 67,580.00	\$ (270.00)	
	160	00	0000	NON-INST SALARIES	\$ 26,675.00	\$ 27,600.00	\$ 925.00	
	200	00	0000	NEW EQUIP	\$ -	\$ -	\$ -	
	400	00	0000	CONTRACTUAL	\$ 100.00	\$ -	\$ (100.00)	
	401	00	0000	SERVICE CONTRACTS	\$ 2,500.00	\$ 2,500.00	\$ -	
	460	02	0000	STATE AIDED LIBRARY MAT	\$ 3,943.00	\$ 3,593.00	\$ (350.00)	
	450	00	0000	SUPPLIES-	\$ 2,700.00	\$ 500.00	\$ (2,200.00)	
	450	03	0000	SUPPLIES- HS	\$ 100.00	\$ -	\$ (100.00)	
	490	00	0000	BOCES SERVICES	\$ 40,222.00	\$ 40,222.00	\$ -	
				TOTAL	\$ 144,090.00	\$ 141,995.00	\$ (2,095.00)	
COMPUTER ASSISTED INST.								
2630	220	00	0000	STATE AIDED EQUIPMENT	\$ 10,048.00	\$ 8,683.00	\$ (1,365.00)	
	220	03	0000	STATE AIDED EQUIPMENT	\$ -	\$ -	\$ -	
	400	00	0000	CONTRACTUAL	\$ 6,000.00	\$ 6,000.00	\$ -	
	450	00	0000	SUPPLIES	\$ 15,200.00	\$ 15,200.00	\$ -	
	450	03	0000	H.S.- SUPPLIES	\$ -	\$ -	\$ -	
	460	00	0000	STATE AIDED SOFTWARE	\$ 9,452.00	\$ 8,613.00	\$ (839.00)	
	460	03	0000	STATE AIDED SOFTWARE	\$ -	\$ -	\$ -	
				TOTAL	\$ 40,700.00	\$ 38,496.00	\$ (2,204.00)	
3/11/2016 3:17 PM								
2805	160	00	0000	ATTEND. R SCH NON	\$ -	\$ -	\$ -	

Budget Code				Description	2015-16	2016-17	Dollar	
3/11/2016 3:17 PM					Budget	Proposed Budget	Difference	Notes Page 9
				TOTAL	\$ -	\$ -	\$ -	
GUIDANCE								
2810	150	00	0000	INST SALARIES	\$ 138,589.00	\$ 85,598.00	\$ (52,991.00)	
	160	00	0000	NON-INST SALARIES	\$ 28,377.00	\$ 30,530.00	\$ 2,153.00	
	403	00	0000	TRAVEL-MILEAGE	\$ 400.00	\$ 400.00	\$ -	
	404	00	0000	CONFERENCE FEES	\$ -	\$ -	\$ -	
	450	00	0000	SUPPLIES	\$ 3,000.00	\$ 1,500.00	\$ (1,500.00)	
				TOTAL	\$ 170,366.00	\$ 118,028.00	\$ (52,338.00)	
HEALTH SERVICES								
2815.	160	00	0000	NON-INST SALARIES	\$ 83,428.00	\$ 83,428.00	\$ -	
	400	03	0000	CONTRACTUAL	\$ 2,300.00	\$ 2,300.00	\$ -	
	401	00	0000	SERVICE CONTRACTS	\$ 900.00	\$ 900.00	\$ -	
	401	03	0000	SERVICE CONTRACTS	\$ -	\$ -	\$ -	
	408	00	0000	PERSONAL SERVICES	\$ -	\$ -	\$ -	
	450	02	0000	OFFICE SUPPLIES	\$ 1,600.00	\$ 1,600.00	\$ -	
	450	03	0000	OFFICE SUPPLIES	\$ 1,100.00	\$ 1,800.00	\$ 700.00	
				TOTAL	\$ 89,328.00	\$ 90,028.00	\$ 700.00	
PSYCHOLOGICAL SERVICES								
2820	490	00	0000	BOCES SERVICES	\$ 66,655.00	\$ 66,655.00	\$ -	
				TOTAL	\$ 66,655.00	\$ 66,655.00	\$ -	
							\$ -	
SOCIAL WORKER							\$ -	
2825	150	00	0000	INST SALARIES	\$ -	\$ -	\$ -	
				TOTAL	\$ -	\$ -	\$ -	
SCHOOL RESOURCE OFFICER								
2830	400	00	0000	SRO	\$ 78,500.00	\$ 75,500.00	\$ (3,000.00)	Continuation of SRO
				TOTAL	\$ 78,500.00	\$ 75,500.00	\$ (3,000.00)	
							\$ -	
CO-CURRICULAR ACTIVITIES								
2850.	150	00	0000	INST SALARIES	\$ 55,787.00	\$ 55,787.00	\$ -	
	400	00	0000	CONTRACTUAL	\$ -	\$ -	\$ -	
3/11/2016 3:17 PM	450	00	0000	SUPPLIES	\$ 2,500.00	\$ 500.00	\$ (2,000.00)	
				TOTAL	\$ 58,287.00	\$ 56,287.00	\$ (2,000.00)	

Budget Code				Description	2015-16	2016-17	Dollar	
3/11/2016 3:17 PM					Budget	Proposed Budget	Difference	NotesPage 10
INTERSCHOLASTIC ATHLETICS								
2855.	150	00	0000	INST SALARIES	\$ 100,611.00	\$ 99,600.00	\$ (1,011.00)	
	160	00	0000	NON-INST SALARIES	\$ 2,000.00	\$ 1,000.00	\$ (1,000.00)	
	200	00	0000	EQUIPMENT	\$ -	\$ -	\$ -	
	400	00	0000	CONTRACTUAL EXPENSE	\$ 4,500.00	\$ 7,500.00	\$ 3,000.00	
	402	00	0000	REPAIRS	\$ 1,400.00	\$ 1,000.00	\$ (400.00)	
	403	00	0000	TRAVEL-MILEAGE	\$ 1,200.00	\$ 750.00	\$ (450.00)	
	404	00	0000	CONFERENCE FEES	\$ 1,800.00	\$ 2,000.00	\$ 200.00	
	408	00	0000	PERSONAL SERVICES	\$ 2,500.00	\$ 5,000.00	\$ 2,500.00	
	409	00	0000	DUES	\$ 2,700.00	\$ 2,700.00	\$ -	
	410	00	0000	RENTAL	\$ 5,000.00	\$ 4,500.00	\$ (500.00)	
	411	00	0000	OFFICIALS	\$ 24,000.00	\$ 24,500.00	\$ 500.00	
	412	00	0000	ASSIGNOR FEES	\$ 500.00	\$ -	\$ (500.00)	
	413	00	0000	TOURNAMENT FEES	\$ 1,500.00	\$ 2,500.00	\$ 1,000.00	
	421	00	0000	AWARDS	\$ 1,000.00	\$ 1,200.00	\$ 200.00	
	450	00	0000	INSTR SUPPLIES	\$ 12,000.00	\$ 16,500.00	\$ 4,500.00	
	450	00	0014	UNIFORMS	\$ 7,000.00	\$ 8,500.00	\$ 1,500.00	
				TOTAL	\$ 167,711.00	\$ 177,250.00	\$ 9,539.00	
TRANSPORTATION								
PUPIL TRANSPORTATION								
5510	160	00	0000	NON-INST SALARIES	\$ 209,613.00	\$ 213,361.00	\$ 3,748.00	Rotating Bus Monitor
	161	00	0000	NON-INST SALARIES-S/O	\$ 61,868.00	\$ 64,525.00	\$ 2,657.00	
	210	00	0000	BUS PURCHASE	\$ -	\$ 149,606.00	\$ 149,606.00	Purchase two buses
	400	00	0000	CONTRACTUAL	\$ 4,000.00	\$ 4,000.00	\$ -	
	401	00	0000	SERVICE CONTRACTS	\$ -	\$ -	\$ -	
	410	00	0000	BUS LEASE	\$ 156,554.00	\$ 122,177.00	\$ (34,377.00)	
	414	00	0000	INSURANCE	\$ 12,000.00	\$ 18,087.00	\$ 6,087.00	
	450	00	0000	BUS REPAIR SUPPLIES	\$ 10,500.00	\$ 10,500.00	\$ -	
	450	00	0509	DIESEL FUEL	\$ 53,900.00	\$ 45,000.00	\$ (8,900.00)	
	490	00	0000	BOCES SERVICES	\$ 3,720.00	\$ 4,040.00	\$ 320.00	
							\$ -	
				TOTAL	\$ 512,155.00	\$ 631,296.00	\$ 119,141.00	

Budget Code				Description	2015-16	2016-17	Dollar	
3/11/2016 3:17 PM					Budget	Proposed Budget	Difference	NotesPage 11
GARAGE BUILDING								
5530	400	00	0000	CONTRACTUAL	\$ 4,150.00	\$ 4,150.00	\$ -	
	402	00	0000	REPAIRS	\$ 3,200.00	\$ 1,600.00	\$ (1,600.00)	
	414	00	0000	INSURANCE	\$ 6,468.00	\$ 8,786.00	\$ 2,318.00	
	416	00	0000	GAS	\$ 33,488.00	\$ 20,000.00	\$ (13,488.00)	
	417	00	0000	ELECTRICITY	\$ 27,951.00	\$ 20,000.00	\$ (7,951.00)	
	418	00	0000	WATER	\$ 5,078.00	\$ 4,250.00	\$ (828.00)	
	420	00	0000	TELEPHONE	\$ 2,158.00	\$ -	\$ (2,158.00)	
	450	00	0501	OFFICE SUPPLIES	\$ 110.00	\$ 100.00	\$ (10.00)	
	450	00	0515	SUPPLIES&MATERIALS	\$ 1,100.00	\$ 1,000.00	\$ (100.00)	
	450	00	0516	TOOLS-MECHANICS	\$ 150.00	\$ -	\$ (150.00)	
				TOTAL	\$ 83,853.00	\$ 59,886.00	\$ (23,967.00)	
EMPLOYEE BENEFITS								
9010	800	00	0000	EMPLOYEE RETIREMENT	\$ 340,244.00	\$ 340,244.00	\$ -	
9020	800	00	0000	TEACHER RETIREMENT	\$ 659,999.00	\$ 659,999.00	\$ -	
9030	800	00	0000	SOCIAL SECURITY	\$ 445,129.00	\$ 445,129.00	\$ -	
9040	800	00	0000	WORKERS COMP	\$ 40,303.00	\$ 40,303.00	\$ -	
9050	800	00	0000	UNEMPLOYMENT INS	\$ 10,000.00	\$ 10,000.00	\$ -	
9055	800	00	0000	DISABILITY INSURANCE	\$ 3,500.00	\$ 3,500.00	\$ -	
9060	800	00	0000	HEALTH INSURANCE	\$ 1,650,306.00	\$ 1,650,306.00	\$ -	
				TOTAL	\$ 3,149,481.00	\$ 3,149,481.00	\$ -	
DEBT SERVICE								
9711	600	00	0000	SERIAL BOND-PRINCIPAL	\$ 515,000.00	\$ 535,000.00	\$ 20,000.00	
9711	700	00	0000	SERIAL BOND-INTEREST	\$230,738.00	\$ 215,088.00	\$ (15,650.00)	
9770	700	00	0000	BAN INTEREST	\$ -	\$ 90,507.00	\$ 90,507.00	\$4.62 mil Capital Project
				TOTAL	\$ 745,738.00	\$ 840,595.00	\$ 94,857.00	
INTERFUND TRANSFERS								
9901	950	00	0000	SPECIAL AID FUND	\$ 9,500.00	\$ 9,500.00	\$ -	
9950	900	00	0000	TRANSFER CAPITAL OUTLAY	\$ -	\$ 100,000.00		2nd Cap Outlay Project
3/11/2016 3:17 PM				TOTAL	\$ 9,500.00	\$ 109,500.00	\$ 100,000.00	

Budget Code		Description	2015-16	2016-17	Dollar	
3/11/2016 3:17 PM			Budget	Proposed Budget	Difference	Notes Page 12
		TOTAL	\$ 13,518,387.00	\$ 13,517,666.00	\$ (721.00)	.0053334% DECREASE



RESOLUTION TO AWARD BID FOR HAZARDOUS TESTING

At a Regular Meeting of the Board of Education of the New York Mills Union Free School District (the "Board of Education"), held on the 14th day of March, 2016, at the Jr./Sr. High School Library, located at 1 Marauder Boulevard, New York Mills, New York:

The meeting was called to order by Jacqueline Edwards, President of the Board of Education and upon roll call, the following members were:

PRESENT:

ABSENT:

**OTHERS
PRESENT:**

The following resolution was offered by _____, and seconded by _____.

BE IT RESOLVED that the New York Mills Board of Education awards the bid for hazardous material testing services to the lowest proposal to Atlantic Testing Laboratories (ATL) for the upcoming project this summer.

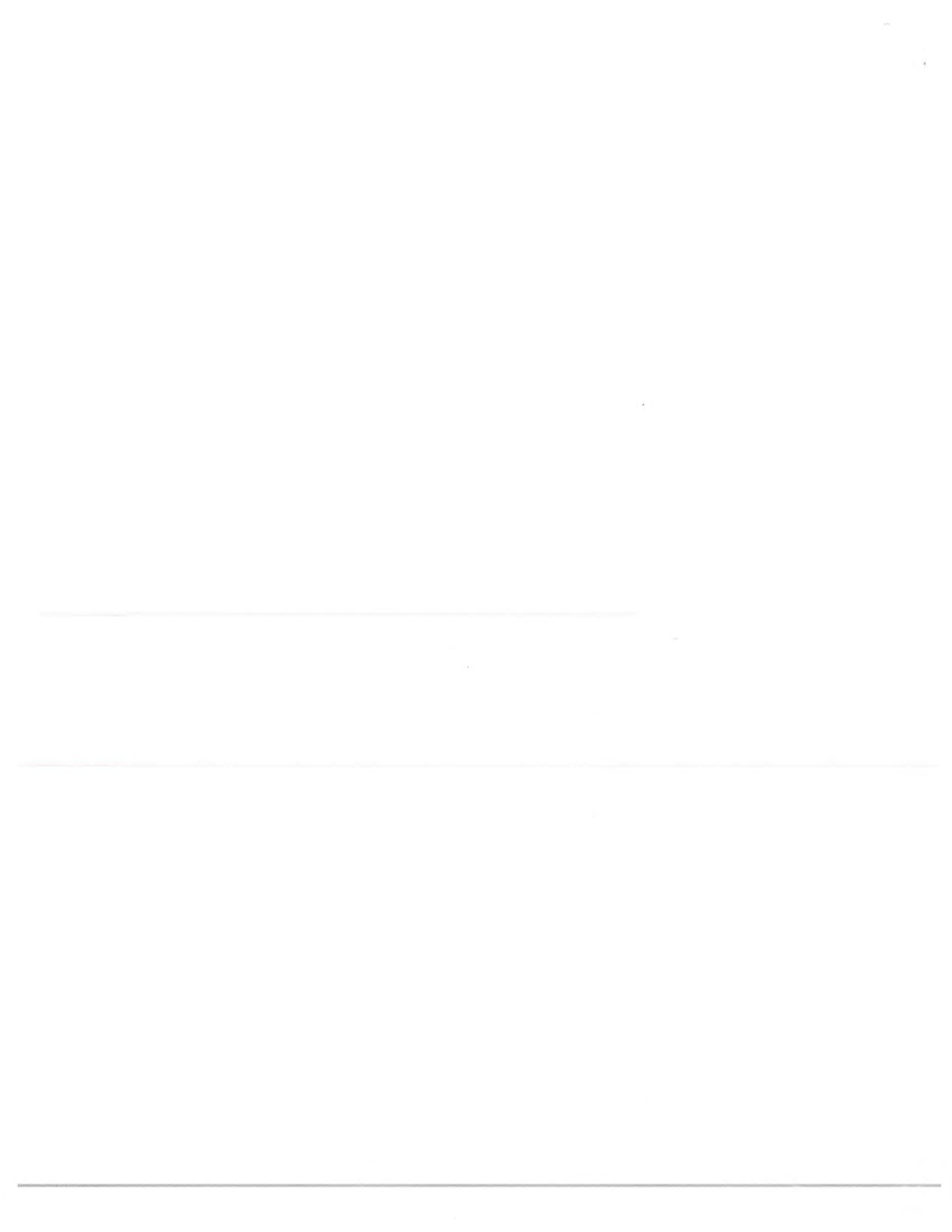
This Resolution shall take effect immediately.

The vote on this Resolution was as follows:

Four sets of horizontal lines for recording votes.

Dated: _____

School District Clerk
New York Mills Union Free School District





March 7, 2016

Mrs. Kathy Houghton, Superintendent
New York Mills Union Free School
1 Marauder Boulevard
New York Mills, NY 13417

**Re: Capital Improvements Project
HUNT 2937-002**

Dear Mrs. Houghton:

The New York Mills Union Free School received request for proposals for hazardous material testing services for this project on August 13, 2015. A Tabulation of the Bids is attached as well as all responding correspondents for your records.

We have reviewed all qualifications of the lowest proposal including contacting several references.

In conclusion, we suggest that New York Mills Union Free School award to Atlantic Testing Laboratories (ATL) for hazardous testing services for the upcoming project this summer.

Please do not hesitate to call me if additional information is needed to assist in this decision.

Sincerely yours,

Travis Payne
Architectural Project Coordinator
Hunt Engineers, Architects & Land Surveyors, P.C.
Airport Corporate Park
100 Hunt Center
Horseheads, NY 14845-1019
P: (607) 358-1000 Ext. 1008
F: (607) 358-1800

cc: File: 2937-002 IIB

U:\2937-002\II-CORRES\IIF-MISC\160307-Letter Of Recommendation-Hazardous Materials Testing.Doc



August 4, 2015

**Request for Proposals
Asbestos and PCB's Bulk Sampling
New York Mills Union Free School
New York Mills, New York 13417
HUNT 2937-002**

The New York Mills Union Free School is in the process of design for alterations project. This project will involve the need for asbestos bulk and PCB sampling. In addition, asbestos bulk sampling of ceiling tiles under the new asbestos requirements by the NYS Department of Labor and NYS Department of Health. Test will require that ceiling tiles containing cellulose to be gravimetrically reduced and analyzed by Polarized Light Microscopy (PLM) and Transmission Electron Microscopy (TEM) ELAP 198.4/198.6. Final report should identify homogeneous areas of ceiling types and vintage to be included in the school districts ADHERA report.

Please provide a proposal for each of the following units/items listed below. **Return proposals to my attention prior to August 13, 2015.**

Asbestos Sampling:

- Hourly rate for sampling technician: _____
- Number of sampling technicians on site: _____
- Prep to analysis NOB (each): _____
- PLM friable sample analysis (each): _____
- PLM NOB sample analysis (each): _____
- TEM sample analysis (each): _____
- PCB sample analysis (each): _____
- Gravimetrically reduced ELAP 198.4/198.6 by PLM (Ceiling Tiles): _____
- Gravimetrically reduced ELAP 198.4/198.6 by TEM (Ceiling Tiles): _____
- Final report: _____
- Travel expenses: _____

If you have any questions regarding this request feel free to contact me at the phone number or email below.

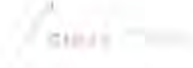
Travis Payne
Architectural Project Coordinator
Hunt Engineers, Architects & Land Surveyors, P.C.
Airport Corporate Park
100 Hunt Center
Horseheads, NY 14845-1019
P: (607) 358-1000 Ext. 1008
F: (607) 358-1800
www.hunt-eas.com



NEW YORK MILLS UNION FREE SCHOOL
 ASBESTOS & PCB BULK SAMPLING PROPOSALS
 August 15, 2015

Service	O' Rourke	Envoy	ATL	Estimated Quantity
Asbestos Sampling				
Hourly Rate for Sampling Technician	\$37	\$40	\$55	8
Number of Sampling Technician	1	1	1	1
Prep to analysis NOB (each)	\$12	\$10	\$7	116
PLM Friable Sample Analysis (each)	\$9	\$12	\$8	61
PLM NOB Sample Analysis (each)	\$19	\$15	\$8	116
TEM Sample Analysis (each)	\$31	\$60	\$26	116
Gravimetrically reduced ELAP 198.4/198.6 by PLM	\$19	\$15	\$16	5
Gravimetrically reduced ELAP 198.4/198.6 by TEM	\$31	\$45	\$26	5
Final Report	\$80	\$50	\$330	1
Travel Expenses	\$220	\$185.00	\$10.00	1
PCB Sampling				
Hourly Rate for Sampling Technician if different than above	--	--	--	
Laboratory Analysis fee per sample	\$65	\$75	\$80	18
Travel Expenses if different than above	Included Above	Included Above	Included Above	
	--	--	--	
TOTAL	\$9,758.00	\$13,118.00	\$8,115.00	

Total estimated cost based on quantities identified in RFP and projected quantities for each type of analysis required.



August 4, 2015

**Request for Proposals
Asbestos and PCB's Bulk Sampling
New York Mills Union Free School
New York Mills, New York 13417
HUNT 2937-002**

The New York Mills Union Free School is in the process of design for alterations project. This project will involve the need for asbestos bulk and PCB sampling. In addition, asbestos bulk sampling of ceiling tiles under the new asbestos requirements by the NYS Department of Labor and NYS Department of Health. Test will require that ceiling tiles containing cellulose to be gravimetrically reduced and analyzed by Polarized Light Microscopy (PLM) and Transmission Electron Microscopy (TEM) ELAP 198.4/198.6. Final report should identify homogeneous areas of ceiling types and vintage to be included in the school districts ADHERA report.

Please provide a proposal for each of the following units/items listed below. **Return proposals to my attention prior to August 13, 2015.**

Asbestos Sampling

- Hourly rate for sampling technician:
- Number of sampling technicians on site:
- Prep to analysis NOB (each):
- PLM friable sample analysis (each):
- PLM NOB sample analysis (each):
- TEM sample analysis (each):
- PCB sample analysis (each):
- Gravimetrically reduced ELAP 198.4/198.6 by PLM (Ceiling Tiles):
- Gravimetrically reduced ELAP 198.4/198.6 by TEM (Ceiling Tiles):
- Final report:
- Travel expenses:

	\$ 37.00
	1
	\$ 12.00
	\$ 9.00
	\$ 19.00
	\$ 31.00
	\$ 65.00
	\$ 19.00
	\$ 31.00
	\$ 80.00
	\$ 220.00 / Round Trip

If you have any questions regarding this request feel free to contact me at the phone number or email below.

Travis Payne
Architectural Project Coordinator
Hunt Engineers, Architects & Land Surveyors, P.C.
Airport Corporate Park
100 Hunt Center
Horseheads, NY 14845-1019
P: (607) 358-1000 Ext. 1008
F: (607) 358-1800
www.hunt-eas.com



ENVOY ENVIRONMENTAL CONSULTANTS INC

August 4, 2015

**Request for Proposals
Asbestos and PCB's Bulk Sampling
New York Mills Union Free School
New York Mills, New York 13417
HUNT 2937-002**

The New York Mills Union Free School is in the process of design for alterations project. This project will involve the need for asbestos bulk and PCB sampling. In addition, asbestos bulk sampling of ceiling tiles under the new asbestos requirements by the NYS Department of Labor and NYS Department of Health. Test will require that ceiling tiles containing cellulose to be gravimetrically reduced and analyzed by Polarized Light Microscopy (PLM) and Transmission Electron Microscopy (TEM) ELAP 198.4/198.6. Final report should identify homogeneous areas of ceiling types and vintage to be included in the school districts ADHERA report.

Please provide a proposal for each of the following units/items listed below. **Return proposals to my attention prior to August 13, 2015.**

Asbestos Sampling:

Hourly rate for sampling technician:	<u>\$40.00</u>
Number of sampling technicians on site:	<u>1</u>
Prep to analysis NOB (each):	<u>\$10.00</u>
PLM friable sample analysis (each):	<u>\$12.00</u>
PLM NOB sample analysis (each):	<u>\$15.00</u>
TEM sample analysis (each):	<u>\$60.00</u>
PCB sample analysis (each):	<u>\$75.00</u>
Gravimetrically reduced ELAP 198.4/198.6 by PLM (Ceiling Tiles):	<u>\$15.00</u>
Gravimetrically reduced ELAP 198.4/198.6 by TEM (Ceiling Tiles):	<u>\$45.00</u>
Final report:	<u>\$50.00</u>
Travel expenses:	<u>\$185.00</u>

If you have any questions regarding this request feel free to contact me at the phone number or email below.

Travis Payne
Architectural Project Coordinator
Hunt Engineers, Architects & Land Surveyors, P.C.
Airport Corporate Park
100 Hunt Center
Horseheads, NY 14845-1019
P: (607) 358-1000 Ext. 1008
F: (607) 358-1800
www.hunt-eas.com



ATLANTIC TESTING LABORATORIES

WBE certified company

Utica
301 St. Anthony Street
Utica, NY 13501
315-735-3309 (T)
atlantictesting.com

August 5, 2015

New York Mills Union Free School
c/o Hunt Engineers, Architects & Land Surveyors, P.C.
Airport Corporate Drive
100 Hunt Center
Horseheads, New York 14845-1019

Telephone: 607-358-1000
Facsimile: 607-358-1800

Attn: Mr. Travis Payne

Email: paynet@hunt-eas.com

Re: Directed Bulk Sampling and Analysis of Suspect Asbestos-Containing Material (ACM) and Polychlorinated Biphenyls (PCB)-Containing Material Services
New York Mills Union Free School
New York Mills, New York
ATL No. UT5998-40-08-15

Dear Mr. Payne:

In accordance with the written request for a proposal, dated August 4, 2015, the following items are attached for the referenced services.

- ♦ AGREEMENT for Directed Bulk Sampling and Analysis of Suspect ACM and PCB-Containing Material Services
- ♦ EXHIBIT A - Scope of Services
- ♦ EXHIBIT B - Client Provided Fee Schedule

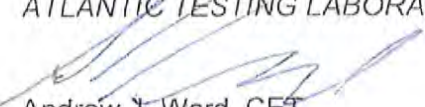
Atlantic Testing Laboratories, Limited (ATL) will initiate the Scope of Services described in EXHIBIT A, in accordance with the Fee Schedule listed in EXHIBIT B, upon the return of two original executed AGREEMENTS with exhibits to:

**Atlantic Testing Laboratories, Limited
Contracts Department
PO Box 29
6431 US Highway 11
Canton, New York 13617**

One original countersigned AGREEMENT will be returned to your office.

Thank you for the opportunity to submit a proposal for the referenced services. We look forward to your response.

Sincerely,
ATLANTIC TESTING LABORATORIES, Limited


Andrew J. Ward, CET
Operations Manager

AJW/JDG/lg

Attachments

AGREEMENT
FOR DIRECTED BULK SAMPLING AND ANALYSIS OF SUSPECT ASBESTOS-CONTAINING MATERIAL (ACM) AND POLYCHLORINATED BIPHENYLS (PCB)-CONTAINING MATERIAL SERVICES

This AGREEMENT is by and between

New York Mills Union Free School
1 Marauder Boulevard
New York Mills, New York 13417

Herein referred to as CLIENT and

Atlantic Testing Laboratories, Limited
PO Box 29
6431 US Highway 11
Canton, New York 13617

Herein referred to as ATL, who agree as follows:

- A. **DECLARATIONS:** CLIENT by virtue of the mutual execution of this document retains ATL to provide Directed Bulk Sampling and Analysis of Suspect ACM and PCB-Containing Material Services associated with CLIENT's project, herein referred to as the PROJECT, and described as follows:

HUNT Project No. 2937-002
New York Mills Union Free School
New York Mills Oneida County, New York

This AGREEMENT represents the entire and integrated AGREEMENT between CLIENT and ATL and supersedes all prior negotiations, representations, or agreements, either written or oral. This AGREEMENT may be amended only by written instrument, signed by authorized representatives of both CLIENT and ATL.

- B. **SERVICES:** ATL shall provide Directed Bulk Sampling and Analysis of Suspect ACM and PCB-Containing Material Services for the PROJECT in accordance with the Scope of Services described in EXHIBIT A, attached hereto and made part of this AGREEMENT, and in accordance with the Terms and Conditions in Item F below.
- C. **FEES:** All services provided on the PROJECT will be invoiced in accordance with the Fee Schedule in EXHIBIT B, attached hereto and made part of this AGREEMENT.
- D. **PAYMENT TERMS:** Invoices will be submitted in accordance with the fees in EXHIBIT B and the actual services rendered. Invoices are due when rendered and payable in US dollars. Accounts past due 10 days are subject to a service charge of 1.5% per month or an annual percentage rate of 18%.
- E. **CONTRACT DURATION:** This AGREEMENT shall continue in force until **December 31, 2015**, unless terminated earlier by mutual agreement or as described hereinafter. This AGREEMENT may be extended beyond the aforementioned date only by written agreement between CLIENT and ATL.
- F. **TERMS AND CONDITIONS:**

1. DEFINITIONS

OWNER – Entity that possesses ownership rights and control over the PROJECT.

CLIENT - The public body or authority, corporation, association, firm, or person with whom ATL has entered into this AGREEMENT for services to be provided.

ATL - Atlantic Testing Laboratories, Limited, with Corporate Offices located at PO Box 29, 6431 US Highway 11, Canton, New York 13617. The firm retained to provide services as stated in this AGREEMENT.

2. RIGHT OF ENTRY

CLIENT will provide for right of entry of the employees, agents, or subcontractors of ATL to perform and complete the work that is the subject of this AGREEMENT.

CLIENT authorizes ATL and/or its representatives to enter and examine the subject property and/or subject building(s) and if applicable, to extract samples for subsequent laboratory analysis, in accordance with the Scope of Services contained in EXHIBIT A of this AGREEMENT.

Further, CLIENT authorizes ATL to make oral and/or written inquiry of appropriate federal, state, and local government agencies or authorities in respect to the services being rendered.

3. JOBSITE ACTIVITIES

ATL will be responsible for providing services consistent with the Scope of Services contained in EXHIBIT A of this AGREEMENT. In no event shall ATL be responsible or liable for construction means and methods, jobsite superintendence, construction sequencing and/or coordination, or safety in, on, or about the jobsite.

4. HEALTH AND SAFETY

The OWNER, or CLIENT, as the OWNER's representative, is responsible for providing safe access to and on the project site in accordance with all applicable federal and state safety laws and regulations, including, but not limited to, relevant provisions of the OSHA standards. The more stringent of those or any site specific health and safety programs and procedures shall prevail.

In addition to the laws, standards, and regulations above, the OWNER, or CLIENT, as the OWNER's representative, and any agents thereof, including contractors and subcontractors, shall adhere to ATL safety requirements while within the exclusion zone work area established by ATL.

5. OWNERSHIP AND REUSE OF DOCUMENTS

All data compilation, reports, photographs, and/or drawings produced by ATL as instruments of service, in accordance with this AGREEMENT, shall not be used or reused for unrelated extrinsic purposes by either CLIENT or ATL, without the prior written consent of the other party.

CLIENT agrees to compensate ATL, in accordance with the terms of the agreement, for all documents and other work produced by ATL as instruments of service. Failure to compensate ATL for services rendered under this AGREEMENT forfeits CLIENT's right to ownership and use of ATL's instruments of service for any purpose.

ATL will retain all pertinent records relating to the services performed in accordance with ATL's record retention policy. The records will be made available to CLIENT at all reasonable times upon request and for the cost of retrieval and reproduction.

6. SUCCESSORS AND ASSIGNS

CLIENT and ATL each bind themselves, their partners, successors, assigns, and legal representatives to the other party of this AGREEMENT and to the partners, successors, assigns, and legal representatives of such other party, in respect to all covenants of this AGREEMENT. Neither CLIENT nor ATL shall assign, sublet, or transfer its interest in the AGREEMENT without the written consent of the other.

7. LIMITATIONS OF LIABILITY

To the fullest extent permitted by law, CLIENT agrees to limit the liability of ATL and its directors, officers, consultants, agents, employees, subcontractors, and respective shareholders for any and all claims, losses, damages, expenses or claim expenses (including attorneys' fees) arising out of this AGREEMENT, from any cause or causes whatsoever, so that the total aggregate liability of ATL and its directors, officers, consultants, agents, employees, subcontractors, and respective shareholders shall not exceed ATL's total fee for services rendered under this AGREEMENT, or \$50,000, whichever is greater and regardless of the legal theory under which liability is imposed. Such causes by way of example include, but are not limited to: (a) professional negligence, including errors, omissions, or other professional acts; (b) strict liability; (c) breach of contract; (d) environmental contamination resulting from handling, transport, storage, discharge, dispersal or release of hazardous materials; and (e) including without limitation, CLIENT claims of contribution and indemnification with respect to third-party claims.

ATL will not be responsible for any loss, damage, or liability arising from any acts by the OWNER, or CLIENT, as the OWNER'S representative, and any agents, staff, contractors, or other consultants.

ATL will be responsible only for the instruments of service furnished by it, but shall not be responsible for the interpretation and/or misuse by others of the information developed. CLIENT agrees to indemnify and hold ATL harmless from and against all claims, damages, losses, and expenses arising from the interpretation and/or misuse by others of instruments of service provided by ATL.

Relevant to ATL services provided under this agreement, CLIENT shall provide ATL with immediate written notification of event or actions that may result in any liability claims, damages, losses, and expenses.

8. INDEMNITY

To the fullest extent permitted by law, CLIENT agrees to indemnify and hold harmless ATL and its directors, officers, consultants, agents, employees, subcontractors, and respective shareholders from and against all liability claims, damages, losses, and expenses, direct and indirect, or consequential damages, including, but not limited to, attorney/court/arbitration costs, arising out of or resulting from the acts, errors, or omissions by CLIENT, its staff, contractors, or other consultants employed by CLIENT. The indemnification agreement will survive the termination or expiration of this AGREEMENT.

9. STANDARD OF CARE

Services provided by ATL under this AGREEMENT will be performed in a manner consistent with the level of care and skill ordinarily exercised by members of the industry performing similar services using recognized methodologies in the same or comparable locality.

In accepting reports of observations, tests, photographs, and opinions provided pursuant to this AGREEMENT, CLIENT acknowledges that the extent of ATL's obligation with respect thereto is limited to furnishing of such data, which shall not be solely used by others to determine acceptance of any construction work, nor shall it relieve the contractor in any way from his obligations and responsibilities to conduct the work in conformance with the PROJECT plans and specifications.

10. HAZARDOUS WASTES

CLIENT shall advise ATL of any hazardous wastes or hazardous substances existing at or near the site at which ATL is to perform work. If ATL discovers hazardous wastes or hazardous substances after it undertakes the PROJECT, or if ATL discovers the nature or extent of hazardous wastes or hazardous substances differs materially from what CLIENT advised ATL, CLIENT and ATL agree that the Scope of Services, schedule, and fees shall be adjusted as needed to complete the work.

If reportable quantities of petroleum product and/or chemical contamination are discovered on the PROJECT site during performance of the work tasks described herein, or during any subsequent work completed at the PROJECT site, the appropriate local, state, and/or federal agencies must be notified, as required by law. ATL will make a reasonable attempt to notify CLIENT when reportable quantities are discovered. The OWNER, or CLIENT, as the OWNER'S representative, is responsible for providing notification to the proper authorities.

The ownership of and responsibility for all contaminated materials, hazardous materials, and hazardous substances generated, released, uncovered, transported, and/or collected during the work tasks referred to herein will remain with CLIENT.

11. HIDDEN CONDITIONS

A condition is hidden if it is concealed or is not capable of detection by reasonable visual observation. If ATL recognizes that a hidden condition may exist, ATL shall notify CLIENT and CLIENT shall be responsible for all costs associated with the investigation of such a condition. ATL shall not be responsible for any costs resulting from hidden conditions.

12. INSURANCE

ATL represents that it, together with its agents and staff, are protected by worker's compensation insurance, and that ATL has such coverage under public liability and property damage insurance policies ATL deems to be adequate. Certificates for any such policies of insurance will be provided to CLIENT upon written request.

CLIENT recognizes that ATL's insurance policies may contain certain exclusions, including those for certain claims arising from the discharge, dispersal, release, or escape of pollutants. CLIENT agrees to defend, indemnify, and hold ATL and its employees or agents harmless for and against all claims, causes of action, suits, proceedings, damages, losses, and expenses, including third party claims or actions, arising from ATL's work for CLIENT under this AGREEMENT that falls within the scope of any exclusion from ATL's liability or property damage insurance policies.

13. DISPUTE RESOLUTION

In the event of a dispute between CLIENT and ATL, the parties agree to negotiate in good faith, having such written and oral communications as are appropriate, in an attempt to resolve said dispute. Disputes not resolved through a good faith effort, shall be submitted to non-binding mediation, prior to each party's right to initiate litigation.

In the event a dispute arising out of or relating to performance of services results in legal action, the parties agree that if ATL is the prevailing party, it shall be entitled to recover all costs incurred with respect to the claim, including reasonable attorney's fees, court costs, and other claim-related expenses.

In the event legal action is necessary to enforce the payment terms of this AGREEMENT, ATL shall be entitled to collect from CLIENT any judgment or settlement sums due plus reasonable attorney's fees, court costs, and other expenses incurred by ATL for such collection action.

14. TERMINATION

ATL or CLIENT may terminate this AGREEMENT for convenience and without cause. Upon receipt of termination notice, ATL will stop work on all services included in this AGREEMENT and deliver any instruments of service at that time to CLIENT. CLIENT shall pay ATL for all services performed up to the date of termination notice, plus reasonable termination expenses and fees. Upon termination for convenience or without cause, the terminating party shall have no further rights or remedies.

In the event of failure by either party to perform in accordance with the terms hereof, either party may terminate this AGREEMENT for cause, upon written notice. Such termination may be rescinded by the terminating party if that substantial failure has been remedied within a reasonable period of time.

15. DELAY

In no event shall ATL be liable or responsible to the CLIENT, its respective shareholders, directors, officers, consultants, agents, and employees for or on the account of, any stoppage or delay in the work that is the subject of this AGREEMENT.

In the event of suspension, or delay for more than three months, ATL may elect to finalize all data compilation, analysis, and reports to complete services performed to the date of suspension or delay. CLIENT agrees to compensate ATL, in accordance with the terms of the agreement, for all services completed and other work produced by ATL as instruments of service.

16. GOVERNING LAW AND VENUE

This AGREEMENT shall be governed and construed in accordance with the laws of the State of New York without regard to any conflicts of law provisions. All claims, disputes, and lawsuits arising out of or in connection with this AGREEMENT shall be resolved or adjudicated in the State of New York.

The preceding Declarations, Services, Fees, Payment Terms, and Terms and Conditions are hereby accepted and agreed upon.

ISSUED BY:

ACCEPTED BY:

ATLANTIC TESTING LABORATORIES, Limited

New York Mills Union Free School

Signature

Signature

Marijean B. Remington, CEO

Printed Name and Title

Printed Name and Title,
Its Duly Authorized Representative

Date

Date

EXHIBIT A
SCOPE OF SERVICES

New York Mills Union Free School, New York Mills, Oneida County, New York

Based on information provided to ATL by Hunt Engineers, Architects & Land Surveyors, it is our understanding that the project consists of performing Directed Bulk Sampling and Analysis of Suspect ACM and PCB-Containing Material Services, as directed by representatives of the CLIENT within the New York Mills Union Free School. It is further understood that the CLIENT will provide access to the sample locations.

A. ATL will provide the following field services:

Directed Suspect ACM Bulk Sampling and Analysis

1. Provide an **Asbestos Building Inspector** certified by the New York State Department of Labor, to collect bulk samples of suspect ACM, as directed by representatives of the CLIENT, and record the sample locations, the approximate quantity, and apparent condition of each material sampled. Restoration of sample areas to original condition will not be the responsibility of ATL.
2. Submit bulk samples of suspect ACM to a NYSDOH ELAP approved laboratory that meets the requirements of 12 NYCRR Subpart 56-4.2.
3. Bulk samples will be laboratory analyzed by polarized light microscopy (PLM). Samples that are determined to be non-friable organically bound (NOB) in nature, and determined to contain less than one percent asbestos by the PLM analysis, will also be analyzed by transmission electron microscopy (TEM). The TEM analysis is required to conclusively document that NOB materials may be classified as non-asbestos-containing.
4. Laboratory analysis by PLM and/or TEM will be performed on a one-week turn-around-time (TAT) basis, subsequent to receipt of the samples by the laboratory.

Suspect Polychlorinated Biphenyls (PCB) Sampling and Analysis

1. Provide an **Environmental Technician** to identify homogenous potential PCB-containing interior and exterior caulking/sealants and collect samples for subsequent laboratory analysis, as directed by representatives of the CLIENT.
2. Restoration of the sample areas to original condition will not be the responsibility of ATL.
3. Provide laboratory analysis of the collected samples for PCB in accordance with EPA Method 8082. Samples will be analyzed on a two-week TAT basis, upon receipt of the samples by the laboratory, unless otherwise requested.

B. ATL will provide the following additional services:

1. Transport samples that require laboratory analysis.
2. Provide a Project Manager to perform the following:
 - ♦ Review project plans and specifications, as provided to ATL, which are relevant to the services outlined in this Exhibit
 - ♦ Review bulk sample test data
 - ♦ Attend project meetings as directed by CLIENT
 - ♦ Prepare suspect ACM and PCB directed bulk sampling reports for each building and/or sampling event, to include the following:
 - 1) Summary of observations recorded during field activities
 - 2) Description of the homogeneous areas identified
 - 3) Categorization of friability and apparent visual condition of regulated ACM

- 4) Copies of laboratory reports and associated sample custody documentation
 - 5) If requested, a site sketch (not-to-scale) depicting the sample location of the suspect ACM and PCB-containing materials. Site sketch will be created on drawings provided by representatives of Hunt Engineers, Architects & Land Surveyors, P.C.
3. Distribute reports as directed by CLIENT. Reports will be distributed to CLIENT by email.

C. CLIENT will be responsible for the following:

1. Provide an electrical source for the use of necessary equipment.
2. Provide safe access to the project site and the sampling locations.
3. Roofing and other external sample location repairs.

NOTES TO THE SCOPE OF SERVICES

We require a minimum of two days advance notice prior to project initiation and one day advance notice for subsequent scheduling of field services. Cancellation of scheduled services must be received prior to personnel departure for the PROJECT site, or a minimum charge in accordance with the Fee Schedule will be applicable.

Prior to project initiation, CLIENT will provide ATL with copies of the PROJECT plans and specifications and all revisions and addenda, and other applicable documents.



ATL No. UT5998-40-08-15
New York Mills Union Free School

August 5, 2015

Page 1 of 2

August 4, 2015

**Request for Proposals
Asbestos and PCB's Bulk Sampling
New York Mills Union Free School
New York Mills, New York 13417
HUNT 2937-002**

The New York Mills Union Free School is in the process of design for alterations project. This project will involve the need for asbestos bulk and PCB sampling. In addition, asbestos bulk sampling of ceiling tiles under the new asbestos requirements by the NYS Department of Labor and NYS Department of Health. Test will require that ceiling tiles containing cellulose to be gravimetrically reduced and analyzed by Polarized Light Microscopy (PLM) and Transmission Electron Microscopy (TEM) ELAP 198.4/198.6. Final report should identify homogeneous areas of ceiling types and vintage to be included in the school districts ADHERA report.

Please provide a proposal for each of the following units/items listed below. **Return proposals to my attention prior to August 13, 2015.**

Asbestos Sampling:

Hourly rate for sampling technician:	<u>\$55.00/Hour</u>
Number of sampling technicians on site:	<u>1*</u>
Prep to analysis NOB (each): (1-week TAT)	<u>\$7.00/Each</u>
PLM friable sample analysis (each): (1-week TAT)	<u>\$8.00/Each</u>
PLM NOB sample analysis (each): (1-week TAT)	<u>\$8.00/Each</u>
TEM sample analysis (each): (1-week TAT)	<u>\$26.00/Each</u>
PCB sample analysis (each): (2-week TAT)	<u>\$80.00/Each</u>
Gravimetrically reduced ELAP 198.4/198.6 by PLM (Ceiling Tiles):	<u>\$16.00/Each</u> (1-week TAT)
Gravimetrically reduced ELAP 198.4/198.6 by TEM (Ceiling Tiles):	<u>\$26.00/Each</u> (1-week TAT)
Final report:	<u>\$330.00/Report</u>
Travel expenses:	<u>\$0.57/Mile</u>

*Two-person crew may be warranted to conduct the sampling.

If you have any questions regarding this request feel free to contact me at the phone number or email below.

Travis Payne
Architectural Project Coordinator
Hunt Engineers, Architects & Land Surveyors, P.C.
Airport Corporate Park
100 Hunt Center
Horseheads, NY 14845-1019
P: (607) 358-1000 Ext. 1008
F: (607) 358-1800
www.hunt-eas.com

EXHIBIT B

NOTES TO THE FEE SCHEDULE

As used in this schedule:

A standard day is defined as time on-site up to an 8-hour period, Monday through Friday, within the hours of 6:00 a.m. and 6:00 p.m.

Project Management and CAD Operator will be invoiced at the hourly sampling technician rate.

On-site technician rates will be invoiced at a 4-hour minimum.

The final report rate provided is based on the collection of up to 60 samples. Additional report time will be invoiced at the hourly sampling technician rate.

Services provided for 4 or more hours outside the standard day, as defined above, are subject to a night differential.

Unless otherwise stated in the Fee Schedule, hourly overtime rates are calculated by multiplying the hourly rate by 1.35. Services performed on Saturdays and Sundays/Holidays will be invoiced at 1.50 and 1.75 times the unit fees, respectively.

Rates for technical personnel will be invoiced portal-to-portal. Mileage will be invoiced at a separate rate based on the distance traveled.

The foregoing fees for laboratory services reflect a standard laboratory turn-around-time (TAT). A laboratory surcharge up to 100% is applicable to samples requiring priority TAT. Advance notification of priority TAT is required to ensure completion of the laboratory work within specified time frames.

The foregoing fees for laboratory services are applicable for a standard workweek, Monday through Friday. When weekend analysis/delivery is requested, a shipping surcharge for Saturday delivery or travel expenses in accordance with the fee schedule for Sunday delivery are applicable.

Memorandum

Date: October 23, 2015

To: Bill Latchet

From: Travis Payne

Project: New York Mills Union Free School

Project No.: 2937-002

Re: Asbestos and PCB Sampling List

General:

1. Ceiling Tiles Gravimetrically reduced ELAP 198.4/198.6 by PLM and Ceiling Tiles Gravimetrically reduced ELAP 198.4/198.6 by TEM.

K-12 Main Building:

First Floor:

2. Clear sealant at brick repair outside Boiler Room 171. 2 asbestos, 1 PCB samples. 1957
3. Core exterior wall at Boiler room 171 to determine if vapor and vermiculite is present. If vapor barrier is found, 2 asbestos samples. If vermiculite is found, assume to be positive. 1957.
4. White interior sealant at exterior door frame at Boiler Room 171. 2 asbestos, 1 PCB samples. 1957.
5. Black glazing sealant and brown exterior frame sealant at door at Vestibule V102. 2 asbestos, 1 PCB samples. 1957
6. Exterior plaster ceiling base and surface coats at Vestibule 102. 3 asbestos samples of each coat. 1957
7. Threshold mastic at door at Vestibule 102. 2 asbestos samples. 1957.
8. Ceramic wall tile grout and mastic in Corridor C102 near Vestibule V102. 2 asbestos sample of each material.
9. 12x12 ceiling tile mastic in Home and Careers 195. 2 asbestos samples. 1957.
10. Plaster base and surface coats at soffits over casework in Home and Careers 195. 3 asbestos samples of each coat. 1957
11. Wall plaster base and surface coats in Resource Room 195A. 2 asbestos samples of each coat. 1957
12. Gypsum wall board and joint compound at wall between Home and Careers 195 and Resource 195A. 2 asbestos samples of each material. 1957.
13. Wood wall paneling mastic if found in Psych Office 185B. 2 asbestos samples. 1957
14. Core door from hinge side on Stage 166A to Corridor 179. 2 asbestos samples of core material. 1957.
15. Wall plaster base and surface coats in Auditorium 166. 3 asbestos samples of each coat. 1957.
16. Ceiling plaster base and surface coats in Auditorium 166. 3 asbestos samples of each coat. 1957.
17. Stage wiring to stage lights in Auditorium 166. 2 asbestos samples of wiring sheathing. 1957.
18. Core wood stage near diming rack to determine if vapor barrier is present under wood floor. If found, 2 asbestos samples. 1957.
19. Wood wall paneling mastic in Projector Room near back of Auditorium 166. 2 asbestos samples. 1957.
20. Ceiling plaster base and surface coats in Receiving Room 180. 3 asbestos sample of each coat. 1957.
21. Core cooler floor to determine if vapor barrier is present. If found, 2 asbestos samples. 1957.
22. Mud joint in Receiving Room 180 near heating unit. 2 asbestos samples. 1957.
23. Core Freezer floor in Receiving Room B180 to determine if vapor barrier is present. If found, 2 asbestos samples. 1957.
24. Core hollow metal door from Corridor 179 to Receiving 180 from hinge side. 2 asbestos samples of door core material. 1957.
25. Ceramic wall tile ground and mastic in Kitchen 176. 2 asbestos samples of each material. 1957.

26. Core floor in Kitchen 176 to determine if vapor barrier is present. If found, 2 asbestos samples. 1957.
27. Wall plaster base and surface coats in Kitchen 176. 3 asbestos samples of each coat. 1957
28. Core door from hinge side at door from Kitchen 176 to Cafeteria 174. 2 asbestos samples of door core. 1957.
29. Clear glazing sealant at door from Kitchen 176 to Cafeteria 174. 2 asbestos, 1 PCB samples. 1957.
30. Terrazzo floor system and vapor barrier if found in Cafeteria 174. 2 asbestos samples of each material. 1957.
31. Black window glazing at windows from Cafeteria 174 to Corridor 179. 2 asbestos, 1 PCB samples. 1957
32. Exterior window black glazing sealant at Cafeteria 174, 2 asbestos, 1 PCB samples. 1957
33. Black perimeter exterior sealant at exterior window at Cafeteria 174. 2 asbestos, 1 PCB samples. 1957.
34. Window transom panels in exterior window system at Cafeteria 174. 2 asbestos samples. 1957.
35. Ceramic floor tile grout and vapor barrier if found in Toilet Room 192F. 2 asbestos samples. 1957.
36. Wall plaster surface and base coats in Toilet Room 192F. 3 asbestos samples of each coat. 1957.
37. White interior sealant at exterior louver in Cafeteria 174. 2 asbestos, 1 PCB samples. 1957.
38. Brown exterior louver sealant at Cafeteria 174. 2 asbestos, 1 PCB samples. 1957.
39. 12x12 off white floor tile and mastic in Closet adjacent to Lobby 100 and Cafeteria 174. 2 asbestos samples of each material. 1957.
40. Gypsum ceiling board and joint compound in Closet adjacent to Lobby 100 and Cafeteria 174. 2 asbestos samples of each material. 1957.
41. Wall fabric material and mastic in Office 174B. 2 asbestos samples of each material. 1957
42. Core exterior North wall to determine if vapor barrier is present. If found, 2 asbestos samples. If vermiculite is found, assume to be positive. 1957.
43. White interior door frame at Vestibule 122. 2 asbestos, 1 PCB samples. 1982.
44. Black glazing sealant at exterior door in Vestibule 122. 2 asbestos, 1 PCB samples. 1982.
45. Brown exterior door frame sealant at Vestibule 122. 2 asbestos, 1 PCB samples. 1982.
46. Core exterior wall near door at Vestibule 122 to determine if vapor barrier is present. If vapor barrier found, 2 asbestos samples. If vermiculite is found, assume to be positive.
47. Exterior plaster soffit base and surface coats outside Vestibule 122. 3 asbestos samples of each coat. 1982.
48. 12x12 beige floor tile and mastic in Storage 140. 2 asbestos samples of each material. 1966.
49. Wall plaster base and surface coats in Storage 140. 3 asbestos samples of each coat. 1966.
50. White sealant at window frame perimeter. 2 asbestos, 1 PCB samples. 1966.
51. Core wall between Corridor and Boys Locker Room 157 to determine if vermiculite is present near door. If found, assume to be positive. 1966.
52. Core door from hinge side at door from Corridor to Boys Locker Room 157. 2 asbestos of door core material. 1966.
53. Ceramic wall tile grout and mastic in Boys locker Room 157. 2 asbestos samples of each material. 1966.
54. Gypsum board and joint compound soffit in Corridor 137A. 2 asbestos samples of each material. 1966.
55. 12x12 Light Grey floor tile and mastic in Resource Room 167A. 2 asbestos samples of each material. 1982.
56. Black glazing sealant at door to 167A Resource Room to Corridor. 2 asbestos, 1 PCB samples. 1982.
57. Brown perimeter sealant at exterior window at Maint. Work Area 197A. 2 asbestos samples, 1 PCB samples. 1999.
58. Core exterior wall at Maint. Work Area 197A. to determine if vapor barrier is present. If found, 2 asbestos samples. If vermiculite is found, assume to be positive. 1999.
59. Tan door frame sealant at door from Maint. Work Area 197A to exterior. 2 asbestos, 1 PCB samples. 1999
60. Exterior plaster base and surface coats at soffit outside Corridor 156A. 3 asbestos samples of each coat. 1999.

Roof:

61. White counter-flash ceiling at roof system above Cafeteria 174 against Auditorium exterior wall. 2 asbestos samples, 1 PCB samples. 1957.
62. Core roof at main area. 2 asbestos samples of each suspect material encountered. 1957.
63. Core roof at flashing area. 2 asbestos samples of each suspect material encountered. 1957.
64. Test grey coating on mechanical hood above Cafeteria 174. 2 asbestos samples. 1957.
65. Black mastic on mechanical hood above Cafeteria 174. 2 asbestos samples. 1957.

- 66. Black sealant at plumbing vent over Cafeteria 171. 2 asbestos, 1 PCB samples. 1957
- 67. Test grey coating on goose neck vents over Resource Room 167A. 2 asbestos samples. 1982
- 68. Core roof near goose necks vents over Resource Room 167A. 2 asbestos samples of each suspect material encountered.
- 69. Core roof over Storage Room 140. 2 asbestos samples of each suspect material encountered. 1966.

Beekman Building:

First Floor:

- 70. Black Glazing sealant at exterior door to Vestibule V105. 2 asbestos, 1 PCB samples.
- 71. Threshold mastic at exterior door to Vestibule V105. 2 asbestos samples.
- 72. Core exterior wall system in Vestibule V104 to determine if vapor barrier is present. If found 2 asbestos samples. If vermiculite is found, assume to be positive.
- 73. White sealant at fountain sinks in Toilet Room 109. 2 asbestos, 1 PCB samples
- 74. Epoxy floor coating in Toilet room 109. 2 asbestos samples.
- 75. Ceramic wall tile grout and mastic in Toilet Room 107. 2 asbestos samples of each material
- 76. Ceramic floor tile, grout, and vapor barrier in Toilet Room 107. 2 asbestos samples of each material
- 77. Parge coat on South side of building Near Vestibule V104. 3 asbestos samples.



August 4, 2015

**Request for Proposals
Asbestos and PCB's Bulk Sampling
New York Mills Union Free School
New York Mills, New York 13417
HUNT 2937-002**

The New York Mills Union Free School is in the process of design for alterations project. This project will involve the need for asbestos bulk and PCB sampling. In addition, asbestos bulk sampling of ceiling tiles under the new asbestos requirements by the NYS Department of Labor and NYS Department of Health. Test will require that ceiling tiles containing cellulose to be gravimetrically reduced and analyzed by Polarized Light Microscopy (PLM) and Transmission Electron Microscopy (TEM) ELAP 198.4/198.6. Final report should identify homogeneous areas of ceiling types and vintage to be included in the school districts ADHERA report.

Please provide a proposal for each of the following units/items listed below. **Return proposals to my attention prior to August 13, 2015.**

Asbestos Sampling:

- Hourly rate for sampling technician: _____
- Number of sampling technicians on site: _____
- Prep to analysis NOB (each): _____
- PLM friable sample analysis (each): _____
- PLM NOB sample analysis (each): _____
- TEM sample analysis (each): _____
- PCB sample analysis (each): _____
- Gravimetrically reduced ELAP 198.4/198.6 by PLM (Ceiling Tiles): _____
- Gravimetrically reduced ELAP 198.4/198.6 by TEM (Ceiling Tiles): _____
- Final report: _____
- Travel expenses: _____

If you have any questions regarding this request feel free to contact me at the phone number or email below.

Travis Payne
Architectural Project Coordinator
Hunt Engineers, Architects & Land Surveyors, P.C.
Airport Corporate Park
100 Hunt Center
Horseheads, NY 14845-1019
P: (607) 358-1000 Ext. 1008
F: (607) 358-1800
www.hunt-eas.com



NEW YORK MILLS UNION FREE SCHOOL
 ASBESTOS & PCB BULK SAMPLING PROPOSALS
 August 15, 2015

Service	O' Rourke	Envoy	ATL	ATL	Estimated Quantity
Asbestos Sampling					
Hourly Rate for Sampling Technician	\$37	\$296	\$640	\$55	\$880 8
Number of Sampling Technician	1	1	1	1	1
Prep to analysis NOB (each)	\$12	\$1,392	\$1,160	\$7	\$812 116
PLM Friable Sample Analysis (each)	\$9	\$549	\$732	\$8	\$488 61
PLM NOB Sample Analysis (each)	\$19	\$2,204	\$1,740	\$8	\$928 116
TEM Sample Analysis (each)	\$31	\$3,596	\$6,960	\$26	\$3,016 116
Gravimetrically reduced ELAP 198.4/198.6 by PLM	\$19	\$95	\$75	\$16	\$80 5
Gravimetrically reduced ELAP 198.4/198.6 by TEM	\$31	\$155	\$225	\$26	\$130 5
Final Report	\$80	\$80	\$50	\$330	\$330 1
Travel Expenses	\$220	\$220	\$185	\$10.00	\$10 1
PCB Sampling					
Hourly Rate for Sampling Technician if different than above	—	\$0	\$0	—	\$0
Laboratory Analysis fee per sample	Included Above	\$1,170	\$1,350	\$80	\$1,440 18
Travel Expenses if different than above	—	\$0	Included Above	Included Above	\$0
	—	\$0	\$0	—	\$0
TOTAL		\$9,758.00	\$13,118.00		\$8,115.00

Total estimated cost based on quantities identified in RFP and projected quantities for each type of analysis required.



August 4, 2015

**Request for Proposals
Asbestos and PCB's Bulk Sampling
New York Mills Union Free School
New York Mills, New York 13417
HUNT 2937-002**

The New York Mills Union Free School is in the process of design for alterations project. This project will involve the need for asbestos bulk and PCB sampling. In addition, asbestos bulk sampling of ceiling tiles under the new asbestos requirements by the NYS Department of Labor and NYS Department of Health. Test will require that ceiling tiles containing cellulose to be gravimetrically reduced and analyzed by Polarized Light Microscopy (PLM) and Transmission Electron Microscopy (TEM) ELAP 198.4/198.6. Final report should identify homogeneous areas of ceiling types and vintage to be included in the school districts ADHERA report.

Please provide a proposal for each of the following units/items listed below. **Return proposals to my attention prior to August 13, 2015.**

Asbestos Sampling:

- Hourly rate for sampling technician:
- Number of sampling technicians on site:
- Prep to analysis NOB (each):
- PLM friable sample analysis (each):
- PLM NOB sample analysis (each):
- TEM sample analysis (each):
- PCB sample analysis (each):
- Gravimetrically reduced ELAP 198.4/198.6 by PLM (Ceiling Tiles):
- Gravimetrically reduced ELAP 198.4/198.6 by TEM (Ceiling Tiles):
- Final report:
- Travel expenses:

\$ 37.00
 1
 \$ 12.00
 3 9.00
 3 19.00
 3 31.00
 3 65.00
 3 19.00
 \$ 31.00
 7 80.00
 \$ 220.00 / Round Trip

If you have any questions regarding this request feel free to contact me at the phone number or email below.

Travis Payne
Architectural Project Coordinator
 Hunt Engineers, Architects & Land Surveyors, P.C.
 Airport Corporate Park
 100 Hunt Center
 Horseheads, NY 14845-1019
 P: (607) 358-1000 Ext. 1008
 F: (607) 358-1800
www.hunt-eas.com



ENVOY ENVIRONMENTAL CONSULTANTS INC

August 4, 2015

**Request for Proposals
Asbestos and PCB's Bulk Sampling
New York Mills Union Free School
New York Mills, New York 13417
HUNT 2937-002**

The New York Mills Union Free School is in the process of design for alterations project. This project will involve the need for asbestos bulk and PCB sampling. In addition, asbestos bulk sampling of ceiling tiles under the new asbestos requirements by the NYS Department of Labor and NYS Department of Health. Test will require that ceiling tiles containing cellulose to be gravimetrically reduced and analyzed by Polarized Light Microscopy (PLM) and Transmission Electron Microscopy (TEM) ELAP 198.4/198.6. Final report should identify homogeneous areas of ceiling types and vintage to be included in the school districts ADHERA report.

Please provide a proposal for each of the following units/items listed below. **Return proposals to my attention prior to August 13, 2015.**

Asbestos Sampling:

Hourly rate for sampling technician:	<u>\$40.00</u>
Number of sampling technicians on site:	<u>1</u>
Prep to analysis NOB (each):	<u>\$10.00</u>
PLM friable sample analysis (each):	<u>\$12.00</u>
PLM NOB sample analysis (each):	<u>\$15.00</u>
TEM sample analysis (each):	<u>\$60.00</u>
PCB sample analysis (each):	<u>\$75.00</u>
Gravimetrically reduced ELAP 198.4/198.6 by PLM (Ceiling Tiles):	<u>\$15.00</u>
Gravimetrically reduced ELAP 198.4/198.6 by TEM (Ceiling Tiles):	<u>\$45.00</u>
Final report:	<u>\$50.00</u>
Travel expenses:	<u>\$185.00</u>

If you have any questions regarding this request feel free to contact me at the phone number or email below.

Travis Payne
Architectural Project Coordinator
Hunt Engineers, Architects & Land Surveyors, P.C.
Airport Corporate Park
100 Hunt Center
Horseheads, NY 14845-1019
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F: (607) 358-1800
www.hunt-eas.com



ATLANTIC TESTING LABORATORIES

WBE certified company

Utica
301 St. Anthony Street
Utica, NY 13501
315-735-3309 (T)
atlantictesting.com

August 5, 2015

New York Mills Union Free School
c/o Hunt Engineers, Architects & Land Surveyors, P.C.
Airport Corporate Drive
100 Hunt Center
Horseheads, New York 14845-1019

Telephone: 607-358-1000
Facsimile: 607-358-1800

Attn: Mr. Travis Payne

Email: paynet@hunt-eas.com

Re: Directed Bulk Sampling and Analysis of Suspect Asbestos-Containing Material (ACM)
and Polychlorinated Biphenyls (PCB)-Containing Material Services
New York Mills Union Free School
New York Mills, New York
ATL No. UT5998-40-08-15

Dear Mr. Payne:

In accordance with the written request for a proposal, dated August 4, 2015, the following items are attached for the referenced services.

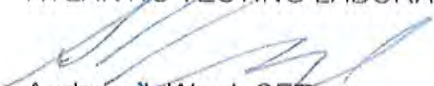
- ♦ AGREEMENT for Directed Bulk Sampling and Analysis of Suspect ACM and PCB-Containing Material Services
- ♦ EXHIBIT A - Scope of Services
- ♦ EXHIBIT B - Client Provided Fee Schedule

Atlantic Testing Laboratories, Limited (ATL) will initiate the Scope of Services described in EXHIBIT A, in accordance with the Fee Schedule listed in EXHIBIT B, upon the return of two original executed AGREEMENTS with exhibits to:

Atlantic Testing Laboratories, Limited
Contracts Department
PO Box 29
6431 US Highway 11
Canton, New York 13617

One original countersigned AGREEMENT will be returned to your office.
Thank you for the opportunity to submit a proposal for the referenced services. We look forward to your response.

Sincerely,
ATLANTIC TESTING LABORATORIES, Limited


Andrew J. Ward, CET
Operations Manager

AJW/JDG/lg

Attachments

Albany ♦ Binghamton ♦ Canton ♦ Elmira ♦ Plattsburgh ♦ Poughkeepsie ♦ Rochester ♦ Syracuse ♦ Watertown

AGREEMENT
FOR DIRECTED BULK SAMPLING AND ANALYSIS OF SUSPECT ASBESTOS-CONTAINING MATERIAL (ACM) AND POLYCHLORINATED BIPHENYLS (PCB)-CONTAINING MATERIAL SERVICES

This AGREEMENT is by and between

New York Mills Union Free School
1 Marauder Boulevard
New York Mills, New York 13417

Herein referred to as CLIENT and

Atlantic Testing Laboratories, Limited
PO Box 29
6431 US Highway 11
Canton, New York 13617

Herein referred to as ATL, who agree as follows:

- A. **DECLARATIONS:** CLIENT by virtue of the mutual execution of this document retains ATL to provide Directed Bulk Sampling and Analysis of Suspect ACM and PCB-Containing Material Services associated with CLIENT's project, herein referred to as the PROJECT, and described as follows:

HUNT Project No. 2937-002
New York Mills Union Free School
New York Mills Oneida County, New York

This AGREEMENT represents the entire and integrated AGREEMENT between CLIENT and ATL and supersedes all prior negotiations, representations, or agreements, either written or oral. This AGREEMENT may be amended only by written instrument, signed by authorized representatives of both CLIENT and ATL.

- B. **SERVICES:** ATL shall provide Directed Bulk Sampling and Analysis of Suspect ACM and PCB-Containing Material Services for the PROJECT in accordance with the Scope of Services described in EXHIBIT A, attached hereto and made part of this AGREEMENT, and in accordance with the Terms and Conditions in Item F below.
- C. **FEES:** All services provided on the PROJECT will be invoiced in accordance with the Fee Schedule in EXHIBIT B, attached hereto and made part of this AGREEMENT.
- D. **PAYMENT TERMS:** Invoices will be submitted in accordance with the fees in EXHIBIT B and the actual services rendered. Invoices are due when rendered and payable in US dollars. Accounts past due 10 days are subject to a service charge of 1.5% per month or an annual percentage rate of 18%.
- E. **CONTRACT DURATION:** This AGREEMENT shall continue in force until **December 31, 2015**, unless terminated earlier by mutual agreement or as described hereinafter. This AGREEMENT may be extended beyond the aforementioned date only by written agreement between CLIENT and ATL.
- F. **TERMS AND CONDITIONS:**

1. **DEFINITIONS**

OWNER – Entity that possesses ownership rights and control over the PROJECT.

CLIENT - The public body or authority, corporation, association, firm, or person with whom ATL has entered into this AGREEMENT for services to be provided.

ATL - Atlantic Testing Laboratories, Limited, with Corporate Offices located at PO Box 29, 6431 US Highway 11, Canton, New York 13617. The firm retained to provide services as stated in this AGREEMENT.

2. RIGHT OF ENTRY

CLIENT will provide for right of entry of the employees, agents, or subcontractors of ATL to perform and complete the work that is the subject of this AGREEMENT.

CLIENT authorizes ATL and/or its representatives to enter and examine the subject property and/or subject building(s) and if applicable, to extract samples for subsequent laboratory analysis, in accordance with the Scope of Services contained in EXHIBIT A of this AGREEMENT.

Further, CLIENT authorizes ATL to make oral and/or written inquiry of appropriate federal, state, and local government agencies or authorities in respect to the services being rendered.

3. JOBSITE ACTIVITIES

ATL will be responsible for providing services consistent with the Scope of Services contained in EXHIBIT A of this AGREEMENT. In no event shall ATL be responsible or liable for construction means and methods, jobsite superintendence, construction sequencing and/or coordination, or safety in, on, or about the jobsite.

4. HEALTH AND SAFETY

The OWNER, or CLIENT, as the OWNER's representative, is responsible for providing safe access to and on the project site in accordance with all applicable federal and state safety laws and regulations, including, but not limited to, relevant provisions of the OSHA standards. The more stringent of those or any site specific health and safety programs and procedures shall prevail.

In addition to the laws, standards, and regulations above, the OWNER, or CLIENT, as the OWNER's representative, and any agents thereof, including contractors and subcontractors, shall adhere to ATL safety requirements while within the exclusion zone work area established by ATL.

5. OWNERSHIP AND REUSE OF DOCUMENTS

All data compilation, reports, photographs, and/or drawings produced by ATL as instruments of service, in accordance with this AGREEMENT, shall not be used or reused for unrelated extrinsic purposes by either CLIENT or ATL, without the prior written consent of the other party.

CLIENT agrees to compensate ATL, in accordance with the terms of the agreement, for all documents and other work produced by ATL as instruments of service. Failure to compensate ATL for services rendered under this AGREEMENT forfeits CLIENT's right to ownership and use of ATL's instruments of service for any purpose.

ATL will retain all pertinent records relating to the services performed in accordance with ATL's record retention policy. The records will be made available to CLIENT at all reasonable times upon request and for the cost of retrieval and reproduction.

6. SUCCESSORS AND ASSIGNS

CLIENT and ATL each bind themselves, their partners, successors, assigns, and legal representatives to the other party of this AGREEMENT and to the partners, successors, assigns, and legal representatives of such other party, in respect to all covenants of this AGREEMENT. Neither CLIENT nor ATL shall assign, sublet, or transfer its interest in the AGREEMENT without the written consent of the other.

7. LIMITATIONS OF LIABILITY

To the fullest extent permitted by law, CLIENT agrees to limit the liability of ATL and its directors, officers, consultants, agents, employees, subcontractors, and respective shareholders for any and all claims, losses, damages, expenses or claim expenses (including attorneys' fees) arising out of this AGREEMENT, from any cause or causes whatsoever, so that the total aggregate liability of ATL and its directors, officers, consultants, agents, employees, subcontractors, and respective shareholders shall not exceed ATL's total fee for services rendered under this AGREEMENT, or \$50,000, whichever is greater and regardless of the legal theory under which liability is imposed. Such causes by way of example include, but are not limited to: (a) professional negligence, including errors, omissions, or other professional acts; (b) strict liability; (c) breach of contract; (d) environmental contamination resulting from handling, transport, storage, discharge, dispersal or release of hazardous materials; and (e) including without limitation, CLIENT claims of contribution and indemnification with respect to third-party claims.

ATL will not be responsible for any loss, damage, or liability arising from any acts by the OWNER, or CLIENT, as the OWNER'S representative, and any agents, staff, contractors, or other consultants.

ATL will be responsible only for the instruments of service furnished by it, but shall not be responsible for the interpretation and/or misuse by others of the information developed. CLIENT agrees to indemnify and hold ATL harmless from and against all claims, damages, losses, and expenses arising from the interpretation and/or misuse by others of instruments of service provided by ATL.

Relevant to ATL services provided under this agreement, CLIENT shall provide ATL with immediate written notification of event or actions that may result in any liability claims, damages, losses, and expenses.

8. INDEMNITY

To the fullest extent permitted by law, CLIENT agrees to indemnify and hold harmless ATL and its directors, officers, consultants, agents, employees, subcontractors, and respective shareholders from and against all liability claims, damages, losses, and expenses, direct and indirect, or consequential damages, including, but not limited to, attorney/court/arbitration costs, arising out of or resulting from the acts, errors, or omissions by CLIENT, its staff, contractors, or other consultants employed by CLIENT. The indemnification agreement will survive the termination or expiration of this AGREEMENT.

9. STANDARD OF CARE

Services provided by ATL under this AGREEMENT will be performed in a manner consistent with the level of care and skill ordinarily exercised by members of the industry performing similar services using recognized methodologies in the same or comparable locality.

In accepting reports of observations, tests, photographs, and opinions provided pursuant to this AGREEMENT, CLIENT acknowledges that the extent of ATL's obligation with respect thereto is limited to furnishing of such data, which shall not be solely used by others to determine acceptance of any construction work, nor shall it relieve the contractor in any way from his obligations and responsibilities to conduct the work in conformance with the PROJECT plans and specifications.

10. HAZARDOUS WASTES

CLIENT shall advise ATL of any hazardous wastes or hazardous substances existing at or near the site at which ATL is to perform work. If ATL discovers hazardous wastes or hazardous substances after it undertakes the PROJECT, or if ATL discovers the nature or extent of hazardous wastes or hazardous substances differs materially from what CLIENT advised ATL, CLIENT and ATL agree that the Scope of Services, schedule, and fees shall be adjusted as needed to complete the work.

If reportable quantities of petroleum product and/or chemical contamination are discovered on the PROJECT site during performance of the work tasks described herein, or during any subsequent work completed at the PROJECT site, the appropriate local, state, and/or federal agencies must be notified, as required by law. ATL will make a reasonable attempt to notify CLIENT when reportable quantities are discovered. The OWNER, or CLIENT, as the OWNER'S representative, is responsible for providing notification to the proper authorities.

The ownership of and responsibility for all contaminated materials, hazardous materials, and hazardous substances generated, released, uncovered, transported, and/or collected during the work tasks referred to herein will remain with CLIENT.

11. HIDDEN CONDITIONS

A condition is hidden if it is concealed or is not capable of detection by reasonable visual observation. If ATL recognizes that a hidden condition may exist, ATL shall notify CLIENT and CLIENT shall be responsible for all costs associated with the investigation of such a condition. ATL shall not be responsible for any costs resulting from hidden conditions.

12. INSURANCE

ATL represents that it, together with its agents and staff, are protected by worker's compensation insurance, and that ATL has such coverage under public liability and property damage insurance policies ATL deems to be adequate. Certificates for any such policies of insurance will be provided to CLIENT upon written request.

CLIENT recognizes that ATL's insurance policies may contain certain exclusions, including those for certain claims arising from the discharge, dispersal, release, or escape of pollutants. CLIENT agrees to defend, indemnify, and hold ATL and its employees or agents harmless for and against all claims, causes of action, suits, proceedings, damages, losses, and expenses, including third party claims or actions, arising from ATL's work for CLIENT under this AGREEMENT that falls within the scope of any exclusion from ATL's liability or property damage insurance policies.

13. DISPUTE RESOLUTION

In the event of a dispute between CLIENT and ATL, the parties agree to negotiate in good faith, having such written and oral communications as are appropriate, in an attempt to resolve said dispute. Disputes not resolved through a good faith effort, shall be submitted to non-binding mediation, prior to each party's right to initiate litigation.

In the event a dispute arising out of or relating to performance of services results in legal action, the parties agree that if ATL is the prevailing party, it shall be entitled to recover all costs incurred with respect to the claim, including reasonable attorney's fees, court costs, and other claim-related expenses.

In the event legal action is necessary to enforce the payment terms of this AGREEMENT, ATL shall be entitled to collect from CLIENT any judgment or settlement sums due plus reasonable attorney's fees, court costs, and other expenses incurred by ATL for such collection action.

14. TERMINATION

ATL or CLIENT may terminate this AGREEMENT for convenience and without cause. Upon receipt of termination notice, ATL will stop work on all services included in this AGREEMENT and deliver any instruments of service at that time to CLIENT. CLIENT shall pay ATL for all services performed up to the date of termination notice, plus reasonable termination expenses and fees. Upon termination for convenience or without cause, the terminating party shall have no further rights or remedies.

In the event of failure by either party to perform in accordance with the terms hereof, either party may terminate this AGREEMENT for cause, upon written notice. Such termination may be rescinded by the terminating party if that substantial failure has been remedied within a reasonable period of time.

15. DELAY

In no event shall ATL be liable or responsible to the CLIENT, its respective shareholders, directors, officers, consultants, agents, and employees for or on the account of, any stoppage or delay in the work that is the subject of this AGREEMENT.

In the event of suspension, or delay for more than three months, ATL may elect to finalize all data compilation, analysis, and reports to complete services performed to the date of suspension or delay. CLIENT agrees to compensate ATL, in accordance with the terms of the agreement, for all services completed and other work produced by ATL as instruments of service.

16. GOVERNING LAW AND VENUE

This AGREEMENT shall be governed and construed in accordance with the laws of the State of New York without regard to any conflicts of law provisions. All claims, disputes, and lawsuits arising out of or in connection with this AGREEMENT shall be resolved or adjudicated in the State of New York.

The preceding Declarations, Services, Fees, Payment Terms, and Terms and Conditions are hereby accepted and agreed upon.

ISSUED BY:

ACCEPTED BY:

ATLANTIC TESTING LABORATORIES, Limited

New York Mills Union Free School

Signature

Signature

Marijean B. Remington, CEO
Printed Name and Title

Printed Name and Title,
Its Duly Authorized Representative

Date

Date

EXHIBIT A
SCOPE OF SERVICES

New York Mills Union Free School, New York Mills, Oneida County, New York

Based on information provided to ATL by Hunt Engineers, Architects & Land Surveyors, it is our understanding that the project consists of performing Directed Bulk Sampling and Analysis of Suspect ACM and PCB-Containing Material Services, as directed by representatives of the CLIENT within the New York Mills Union Free School. It is further understood that the CLIENT will provide access to the sample locations.

A. ATL will provide the following field services:

Directed Suspect ACM Bulk Sampling and Analysis

1. Provide an **Asbestos Building Inspector** certified by the New York State Department of Labor, to collect bulk samples of suspect ACM, as directed by representatives of the CLIENT, and record the sample locations, the approximate quantity, and apparent condition of each material sampled. Restoration of sample areas to original condition will not be the responsibility of ATL.
2. Submit bulk samples of suspect ACM to a NYSDOH ELAP approved laboratory that meets the requirements of 12 NYCRR Subpart 56-4.2.
3. Bulk samples will be laboratory analyzed by polarized light microscopy (PLM). Samples that are determined to be non-friable organically bound (NOB) in nature, and determined to contain less than one percent asbestos by the PLM analysis, will also be analyzed by transmission electron microscopy (TEM). The TEM analysis is required to conclusively document that NOB materials may be classified as non-asbestos-containing.
4. Laboratory analysis by PLM and/or TEM will be performed on a one-week turn-around-time (TAT) basis, subsequent to receipt of the samples by the laboratory.

Suspect Polychlorinated Biphenyls (PCB) Sampling and Analysis

1. Provide an **Environmental Technician** to identify homogenous potential PCB-containing interior and exterior caulking/sealants and collect samples for subsequent laboratory analysis, as directed by representatives of the CLIENT.
2. Restoration of the sample areas to original condition will not be the responsibility of ATL.
3. Provide laboratory analysis of the collected samples for PCB in accordance with EPA Method 8082. Samples will be analyzed on a two-week TAT basis, upon receipt of the samples by the laboratory, unless otherwise requested.

B. ATL will provide the following additional services:

1. Transport samples that require laboratory analysis.
2. Provide a Project Manager to perform the following:
 - ◆ Review project plans and specifications, as provided to ATL, which are relevant to the services outlined in this Exhibit
 - ◆ Review bulk sample test data
 - ◆ Attend project meetings as directed by CLIENT
 - ◆ Prepare suspect ACM and PCB directed bulk sampling reports for each building and/or sampling event, to include the following:
 - 1) Summary of observations recorded during field activities
 - 2) Description of the homogeneous areas identified
 - 3) Categorization of friability and apparent visual condition of regulated ACM

- 4) Copies of laboratory reports and associated sample custody documentation
 - 5) If requested, a site sketch (not-to-scale) depicting the sample location of the suspect ACM and PCB-containing materials. Site sketch will be created on drawings provided by representatives of Hunt Engineers, Architects & Land Surveyors, P.C.
3. Distribute reports as directed by CLIENT. Reports will be distributed to CLIENT by email.

C. CLIENT will be responsible for the following:

1. Provide an electrical source for the use of necessary equipment.
2. Provide safe access to the project site and the sampling locations.
3. Roofing and other external sample location repairs.

NOTES TO THE SCOPE OF SERVICES

We require a minimum of two days advance notice prior to project initiation and one day advance notice for subsequent scheduling of field services. Cancellation of scheduled services must be received prior to personnel departure for the PROJECT site, or a minimum charge in accordance with the Fee Schedule will be applicable.

Prior to project initiation, CLIENT will provide ATL with copies of the PROJECT plans and specifications and all revisions and addenda, and other applicable documents.



August 4, 2015

**Request for Proposals
Asbestos and PCB's Bulk Sampling
New York Mills Union Free School
New York Mills, New York 13417
HUNT 2937-002**

The New York Mills Union Free School is in the process of design for alterations project. This project will involve the need for asbestos bulk and PCB sampling. In addition, asbestos bulk sampling of ceiling tiles under the new asbestos requirements by the NYS Department of Labor and NYS Department of Health. Test will require that ceiling tiles containing cellulose to be gravimetrically reduced and analyzed by Polarized Light Microscopy (PLM) and Transmission Electron Microscopy (TEM) ELAP 198.4/198.6. Final report should identify homogeneous areas of ceiling types and vintage to be included in the school districts ADHERA report.

Please provide a proposal for each of the following units/items listed below. **Return proposals to my attention prior to August 13, 2015.**

Asbestos Sampling:

Hourly rate for sampling technician:	<u>\$55.00/Hour</u>
Number of sampling technicians on site:	<u>1*</u>
Prep to analysis NOB (each): (1-week TAT)	<u>\$7.00/Each</u>
PLM friable sample analysis (each): (1-week TAT)	<u>\$8.00/Each</u>
PLM NOB sample analysis (each): (1-week TAT)	<u>\$8.00/Each</u>
TEM sample analysis (each): (1-week TAT)	<u>\$26.00/Each</u>
PCB sample analysis (each): (2-week TAT)	<u>\$80.00/Each</u>
Gravimetrically reduced ELAP 198.4/198.6 by PLM (Ceiling Tiles):	<u>\$16.00/Each (1-week TAT)</u>
Gravimetrically reduced ELAP 198.4/198.6 by TEM (Ceiling Tiles):	<u>\$26.00/Each (1-week TAT)</u>
Final report:	<u>\$330.00/Report</u>
Travel expenses:	<u>\$0.57/Mile</u>

*Two-person crew may be warranted to conduct the sampling.

If you have any questions regarding this request feel free to contact me at the phone number or email below.

Travis Payne
Architectural Project Coordinator
Hunt Engineers, Architects & Land Surveyors, P.C.
Airport Corporate Park
100 Hunt Center
Horseheads, NY 14845-1019
P: (607) 358-1000 Ext. 1008
F: (607) 358-1800
www.hunt-eas.com

EXHIBIT B

NOTES TO THE FEE SCHEDULE

As used in this schedule:

A standard day is defined as time on-site up to an 8-hour period, Monday through Friday, within the hours of 6:00 a.m. and 6:00 p.m.

Project Management and CAD Operator will be invoiced at the hourly sampling technician rate.

On-site technician rates will be invoiced at a 4-hour minimum.

The final report rate provided is based on the collection of up to 60 samples. Additional report time will be invoiced at the hourly sampling technician rate.

Services provided for 4 or more hours outside the standard day, as defined above, are subject to a night differential.

Unless otherwise stated in the Fee Schedule, hourly overtime rates are calculated by multiplying the hourly rate by 1.35. Services performed on Saturdays and Sundays/Holidays will be invoiced at 1.50 and 1.75 times the unit fees, respectively.

Rates for technical personnel will be invoiced portal-to-portal. Mileage will be invoiced at a separate rate based on the distance traveled.

The foregoing fees for laboratory services reflect a standard laboratory turn-around-time (TAT). A laboratory surcharge up to 100% is applicable to samples requiring priority TAT. Advance notification of priority TAT is required to ensure completion of the laboratory work within specified time frames.

The foregoing fees for laboratory services are applicable for a standard workweek, Monday through Friday. When weekend analysis/delivery is requested, a shipping surcharge for Saturday delivery or travel expenses in accordance with the fee schedule for Sunday delivery are applicable.

Memorandum

Date: October 23, 2015

To: Bill Latchet

From: Travis Payne

Project: New York Mills Union Free School

Project No.: 2937-002

Re: Asbestos and PCB Sampling List

General:

1. Ceiling Tiles Gravimetrically reduced ELAP 198.4/198.6 by PLM and Ceiling Tiles Gravimetrically reduced ELAP 198.4/198.6 by TEM.

K-12 Main Building:

First Floor:

2. Clear sealant at brick repair outside Boiler Room 171. 2 asbestos, 1 PCB samples. 1957.
3. Core exterior wall at Boiler room 171 to determine if vapor and vermiculite is present. If vapor barrier is found, 2 asbestos samples. If vermiculite is found, assume to be positive. 1957.
4. White interior sealant at exterior door frame at Boiler Room 171. 2 asbestos, 1 PCB samples. 1957.
5. Black glazing sealant and brown exterior frame sealant at door at Vestibule V102. 2 asbestos, 1 PCB samples. 1957.
6. Exterior plaster ceiling base and surface coats at Vestibule 102. 3 asbestos samples of each coat. 1957.
7. Threshold mastic at door at Vestibule 102. 2 asbestos samples. 1957.
8. Ceramic wall tile grout and mastic in Corridor C102 near Vestibule V102. 2 asbestos sample of each material.
9. 12x12 ceiling tile mastic in Home and Careers 195. 2 asbestos samples. 1957.
10. Plaster base and surface coats at soffits over casework in Home and Careers 195. 3 asbestos samples of each coat. 1957.
11. Wall plaster base and surface coats in Resource Room 195A. 2 asbestos samples of each coat. 1957.
12. Gypsum wall board and joint compound at wall between Home and Careers 195 and Resource 195A. 2 asbestos samples of each material. 1957.
13. Wood wall paneling mastic if found in Psych Office 185B. 2 asbestos samples. 1957.
14. Core door from hinge side on Stage 166A to Corridor 179. 2 asbestos samples of core material. 1957.
15. Wall plaster base and surface coats in Auditorium 166. 3 asbestos samples of each coat. 1957.
16. Ceiling plaster base and surface coats in Auditorium 166. 3 asbestos samples of each coat. 1957.
17. Stage wiring to stage lights in Auditorium 166. 2 asbestos samples of wiring sheathing. 1957.
18. Core wood stage near diming rack to determine if vapor barrier is present under wood floor. If found, 2 asbestos samples. 1957.
19. Wood wall paneling mastic in Projector Room near back of Auditorium 166. 2 asbestos samples. 1957.
20. Ceiling plaster base and surface coats in Receiving Room 180. 3 asbestos sample of each coat. 1957.
21. Core cooler floor to determine if vapor barrier is present. If found, 2 asbestos samples. 1957.
22. Mud joint in Receiving Room 180 near heating unit. 2 asbestos samples. 1957.
23. Core Freezer floor in Receiving Room B180 to determine if vapor barrier is present. If found, 2 asbestos samples. 1957.
24. Core hollow metal door from Corridor 179 to Receiving 180 from hinge side. 2 asbestos samples of door core material. 1957.
25. Ceramic wall tile ground and mastic in Kitchen 176. 2 asbestos samples of each material. 1957.

26. Core floor in Kitchen 176 to determine if vapor barrier is present. If found, 2 asbestos samples. 1957.
27. Wall plaster base and surface coats in Kitchen 176. 3 asbestos samples of each coat. 1957.
28. Core door from hinge side at door from Kitchen 176 to Cafeteria 174. 2 asbestos samples of door core. 1957.
29. Clear glazing sealant at door from Kitchen 176 to Cafeteria 174. 2 asbestos. 1 PCB samples. 1957.
30. Terrazzo floor system and vapor barrier if found in Cafeteria 174. 2 asbestos samples of each material. 1957.
31. Black window glazing at windows from Cafeteria 174 to Corridor 175. 2 asbestos. 1 PCB samples. 1957.
32. Exterior window black glazing sealant at Cafeteria 174. 2 asbestos, 1 PCB samples. 1957.
33. Black perimeter exterior sealant at exterior window at Cafeteria 174. 2 asbestos. 1 PCB samples. 1957.
34. Window transom panels in exterior window system at Cafeteria 174. 2 asbestos samples. 1957.
35. Ceramic floor tile grout and vapor barrier if found in Toilet Room 192F. 2 asbestos samples. 1957.
36. Wall plaster surface and base coats in Toilet Room 192F. 3 asbestos samples of each coat. 1957.
37. White interior sealant at exterior louver in Cafeteria 174. 2 asbestos. 1 PCB samples. 1957.
38. Brown exterior louver sealant at Cafeteria 174. 2 asbestos. 1 PCB samples. 1957.
39. 12x12 off white floor tile and mastic in Closet adjacent to Lobby 100 and Cafeteria 174. 2 asbestos samples of each material. 1957.
40. Gypsum ceiling board and joint compound in Closet adjacent to Lobby 100 and Cafeteria 174. 2 asbestos samples of each material. 1957.
41. Wall fabric material and mastic in Office 174B. 2 asbestos samples of each material. 1957.
42. Core exterior North wall to determine if vapor barrier is present. If found, 2 asbestos samples. If vermiculite is found, assume to be positive. 1957.
43. White interior door frame at Vestibule 122. 2 asbestos, 1 PCB samples. 1982.
44. Black glazing sealant at exterior door in Vestibule 122. 2 asbestos, 1 PCB samples. 1982.
45. Brown exterior door frame sealant at Vestibule 122. 2 asbestos, 1 PCB samples. 1982.
46. Core exterior wall near door at Vestibule 122 to determine if vapor barrier is present. If vapor barrier found, 2 asbestos samples. If vermiculite is found, assume to be positive.
47. Exterior plaster soffit base and surface coats outside Vestibule 122. 3 asbestos samples of each coat. 1982.
48. 12x12 beige floor tile and mastic in Storage 140. 2 asbestos samples of each material. 1966.
49. Wall plaster base and surface coats in Storage 140. 3 asbestos samples of each coat. 1966.
50. White sealant at window frame perimeter. 2 asbestos, 1 PCB samples. 1966.
51. Core wall between Corridor and Boys Locker Room 157 to determine if vermiculite is present near door. If found, assume to be positive. 1966.
52. Core door from hinge side at door from Corridor to Boys Locker Room 157. 2 asbestos of door core material. 1966.
53. Ceramic wall tile grout and mastic in Boys locker Room 157. 2 asbestos samples of each material. 1966.
54. Gypsum board and joint compound soffit in Corridor 137A. 2 asbestos samples of each material. 1966.
55. 12x12 Light Grey floor tile and mastic in Resource Room 167A. 2 asbestos samples of each material. 1982.
56. Black glazing sealant at door to 167A Resource Room to Corridor. 2 asbestos, 1 PCB samples. 1982.
57. Brown perimeter sealant at exterior window at Maint. Work Area 197A. 2 asbestos samples, 1 PCB samples. 1999.
58. Core exterior wall at Maint. Work Area 197A. to determine if vapor barrier is present. If found, 2 asbestos samples. If vermiculite is found, assume to be positive. 1999.
59. Tan door frame sealant at door from Maint. Work Area 197A to exterior. 2 asbestos, 1 PCB samples. 1999.
60. Exterior plaster base and surface coats at soffit outside Corridor 156A. 3 asbestos samples of each coat. 1999.

Roof:

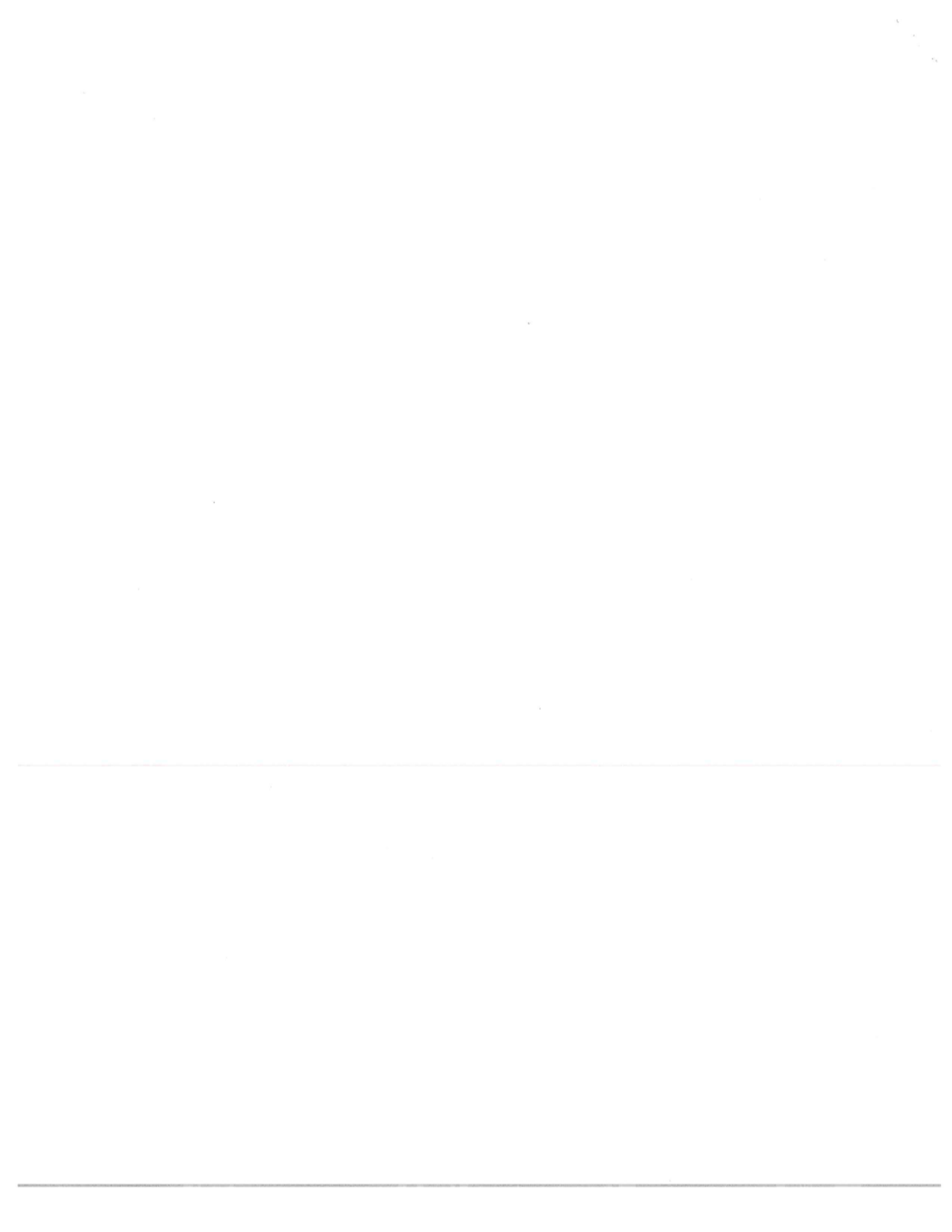
61. White counter-flash ceiling at roof system above Cafeteria 174 against Auditorium exterior wall. 2 asbestos samples, 1 PCB samples. 1957.
62. Core roof at main area. 2 asbestos samples of each suspect material encountered. 1957.
63. Core roof at flashing area. 2 asbestos samples of each suspect material encountered. 1957.
64. Test grey coating on mechanical hood above Cafeteria 174. 2 asbestos samples. 1957.
65. Black mastic on mechanical hood above Cafeteria 174. 2 asbestos samples. 1957.

66. Black sealant at plumbing vent over Cafeteria 174. 2 asbestos, 1 PCB samples. 1967.
67. Test grey coating on goose neck vents over Resource Room 167A. 2 asbestos samples. 1982
68. Core roof near goose necks vents over Resource Room 167A. 2 asbestos samples of each suspect material encountered.
69. Core roof over Storage Room 140. 2 asbestos samples of each suspect material encountered. 1966.

Beekman Building:

First Floor:

70. Black Glazing sealant at exterior door to Vestibule V105. 2 asbestos, 1 PCB samples.
71. Threshold mastic at exterior door to Vestibule V105. 2 asbestos samples.
72. Core exterior wall system in Vestibule V104 to determine if vapor barrier is present. If found 2 asbestos samples. If vermiculite is found, assume to be positive
73. White sealant at fountain sinks in Toilet Room 109. 2 asbestos, 1 PCB samples.
74. Epoxy floor coating in Toilet room 109. 2 asbestos samples.
75. Ceramic wall tile grout and mastic in Toilet Room 107. 2 asbestos samples of each material
76. Ceramic floor tile, grout, and vapor barrier in Toilet Room 107. 2 asbestos samples of each material.
77. Parge coat on South side of building Near Vestibule V104. 3 asbestos samples.





RESOLUTION FOR SEQR 2 CAPITAL OUTLAY PROJECT

At a Regular Meeting of the Board of Education of the New York Mills Union Free School District (the “Board of Education”), held on the 14th day of March, 2016, at the Jr./Sr. High School Library, located at 1 Marauder Boulevard, New York Mills, New York:

The meeting was called to order by Jacqueline Edwards, President of the Board of Education and upon roll call, the following members were:

PRESENT:

ABSENT:

**OTHERS
PRESENT:**

The following resolution was offered by _____, and seconded by _____.

WHEREAS, the New York Mills Union Free School District Board of Education has considered the impacts to the environment of the proposed 2015-2016 Capital Outlay Project, as reviewed by the Board of Education on March 14, 2016 (the Proposed Action), said project involving the purchase and installation of security cameras (more fully described on the proposed Scope of Work annexed as Exhibit “A”);

WHEREAS, the Board of Education has received and considered the opinions of its Architect, Hunt Engineers, Architects & Land Surveyors, PC, regarding the potential for environmental impacts resulting from the Proposed Action; and

WHEREAS, the Board of Education is the lead agency with regard to the Proposed Action and has reviewed the action with respect to the Type II criteria set forth in 6 NYCRR Part 617.5(c); now therefor,

BE IT RESOLVED, by the Board of Education as follows:

1. The Proposed Action individually and collectively does not exceed the thresholds established under 6 NYCRR Part 617 of the State Environmental Quality Review Act (SEQRA).

2. The Board hereby determines that the Proposed Action is a Type II action in accordance with the SEQRA regulations 6 NYCRR 617.5(c)(2) and (8), specifically the rehabilitation or reconstruction of a structure or facility, in kind, on the same site, and routine activities of educational institutions, including expansion of existing facilities by less than 10,000 square feet of gross floor area.
3. No further review of the Proposed action is required under SEQRA.
4. The Superintendent of Schools and all officers and employees of the District are hereby authorized and directed to take all steps reasonably necessary or appropriate to complete the Project and to carry out the intent of this Resolution and to apply for any eligible state building aid.
5. This Resolution shall take effect immediately.

The vote on this Resolution was as follows:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Dated: _____

School District Clerk
New York Mills Union Free School District



Item No.	Project Priority	Trade	Location	Proposed Item	Cost
1	1	Tech	Main Building	Purchase and Installation of IP megapixel security cameras and associated category6 data cabling throughout the main building. This system will also include a Digital Video Management Server that will record the video from the IP cameras through the buildings local area network.	\$80,000
Priority 1 Total					\$80,000
Construction Cost Budget					\$80,000
Incidental budget					\$20,000
<u>Total Project Budget</u>					<u>\$100,000</u>





March 7, 2016

Kathy Houghton, Superintendent of Schools
New York Mills Union Free School District
1 Marauder Boulevard
New York Mills, NY 13417

Re: SEQR Determination
2015-16 Capital Outlay Project
NY Mills K-12 School – SED #41-15-04-02-0-002-011
HUNT 2937-008

Dear Ms. Houghton:

We have reviewed the official compilation of Codes, Rules and Regulations of the State of New York, 6 NYCRR, Part 617.3, 617.4 and 617.5 which defines the classification of this project for SEQR review.

Based on the proposed scope of work of security camera purchase and installations, the project meets the definition of a Type II action per the attached sub-paragraph 617.5, (c), (1), (2) and (8). In addition, there is no area of physical alterations of the site thus we are below the threshold contained in sub-paragraph 617.4 (b), (6), (i).

Since the project may be considered a Type II action, no further review under the SEQR process is required. **However, to complete the SEQR process, it will be necessary for the School Board to pass a resolution determining that the project is a Type II action and thus, requires no further review under the SEQR process.** The district's attorney should review our recommendation and draft a resolution for Board action. Please send a copy of the Board resolution to me for inclusion with the SED submission.

If you have any questions, please do not hesitate to call me.

Sincerely,

HUNT ENGINEERS, ARCHITECTS & LAND SURVEYORS, PC

Jeffrey M Robbins, AIA

cc: File: 2937-008 IIC

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NEW YORK STATE
DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

617: State Environmental Quality Review

(Statutory Authority: Environmental Conservation Law Sections 3-0301(1)(B), 3-0301(2)(M) and 8-0113
(Applicable to All State and Local Agencies Within New York State Including All Political Subdivisions,
Districts, Departments, Authorities, Boards, Commissions and Public Benefit Corporations)

[Adopted: September 20, 1995; Effective: January 1, 1996]

[Amended June 26, 2000; Effective: July 12, 2000]

[Includes July 2001 address change for DEC Central Office]

[page 1 of 1]

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- 617.7 Determining significance
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- 617.9 Preparation and content of environmental impact statements
- 617.10 Generic environmental impact statements
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§617.1 Authority, intent and purpose

(a) This Part is adopted pursuant to sections 3-0301(1)(b), 3-0301(2)(m) and 8-0113 of the Environmental Conservation Law to implement the provisions of the State Environmental Quality Review Act (SEQR).

(b) In adopting SEQR, it was the Legislature's intention that all agencies conduct their affairs with an

awareness that they are stewards of the air, water, land, and living resources, and that they have an obligation to protect the environment for the use and enjoyment of this and all future generations.

(c) The basic purpose of SEQR is to incorporate the consideration of environmental factors into the existing planning, review and decision-making processes of state, regional and local government agencies at the earliest possible time. To accomplish this goal, SEQR requires that all agencies determine whether the actions they directly undertake, fund or approve may have a significant impact on the environment, and, if it is determined that the action may have a significant adverse impact, prepare or request an environmental impact statement.

(d) It was the intention of the Legislature that the protection and enhancement of the environment, human and community resources should be given appropriate weight with social and economic considerations in determining public policy, and that those factors be considered together in reaching decisions on proposed activities. Accordingly, it is the intention of this Part that a suitable balance of social, economic and environmental factors be incorporated into the planning and decision-making processes of state, regional and local agencies. It is not the intention of SEQR that environmental factors be the sole consideration in decision-making.

(e) This Part is intended to provide a statewide regulatory framework for the implementation of SEQR by all state and local agencies. It includes:

- (1) procedural requirements for compliance with the law;
- (2) provisions for coordinating multiple agency environmental reviews through a single lead agency (section 617.6 of this Part);
- (3) criteria to determine whether a proposed action may have a significant adverse impact on the environment (section 617.7 of this Part);
- (4) model environmental assessment forms to aid in determining whether an action may have a significant adverse impact on the environment (Appendices A, B and C of section 617.20 of this Part); and
- (5) examples of actions and classes of actions which are likely to require an EIS (section 617.4 of this Part), and those which will not require an EIS (section 617.5 of this Part).

§617.2 Definitions

As used in this Part, unless the context otherwise requires:

(a) Act means article 8 of the Environmental Conservation Law (SEQR).

(b) Actions include:

(1) projects or physical activities, such as construction or other activities that may affect the environment by changing the use, appearance or condition of any natural resource or structure, that:

(i) are directly undertaken by an agency; or

(ii) involve funding by an agency; or

(iii) require one or more new or modified approvals from an agency or agencies;

(2) agency planning and policy making activities that may affect the environment and commit the agency to a definite course of future decisions;

(3) adoption of agency rules, regulations and procedures, including local laws, codes, ordinances, executive orders and resolutions that may affect the environment; and

(4) any combinations of the above.

(c) Agency means a state or local agency.

(d) Applicant means any person making an application or other request to an agency to provide funding or to grant an approval in connection with a proposed action.

(e) Approval means a discretionary decision by an agency to issue a permit, certificate, license, lease or other entitlement or to otherwise authorize a proposed project or activity.

(f) Coastal area means the state's coastal waters and the adjacent shorelands, as defined in article 42 of the Executive Law, the specific boundaries of which are shown on the coastal area map on file in the Office of the Secretary of State, as required by section 914(2) of the Executive Law.

(g) Commissioner means the Commissioner of the New York State Department of Environmental Conservation.

(h) Conditioned negative declaration (CND) means a negative declaration issued by a lead agency for an Unlisted action, involving an applicant, in which the action as initially proposed may result in one or more significant adverse environmental impacts; however, mitigation measures identified and required by the lead agency, pursuant to the procedures in subdivision 617.7(d) of this Part, will modify the proposed action so that no significant adverse environmental impacts will result.

(i) Critical environmental area (CEA) means a specific geographic area designated by a state or local agency, having exceptional or unique environmental characteristics.

(j) Department means the New York State Department of Environmental Conservation.

(k) Direct action or directly undertaken action means an action planned and proposed for implementation by an agency. "Direct actions" include but are not limited to capital projects, promulgation of agency rules, regulations, laws, codes, ordinances or executive orders and policy making that commit an agency to a course of action that may affect the environment.

(l) Environment means the physical conditions that will be affected by a proposed action, including land, air, water, minerals, flora, fauna, noise, resources of agricultural, archeological, historic or aesthetic significance, existing patterns of population concentration, distribution or growth, existing community or neighborhood character, and human health.

(m) Environmental assessment form (EAF) means a form used by an agency to assist it in determining the environmental significance or nonsignificance of actions. A properly completed EAF must contain enough information to describe the proposed action, its location, its purpose and its potential impacts on the environment. The model full and short EAFs contained in Appendices A and C of section 617.20 of this Part may be modified by an agency to better serve it in implementing SEQRA, provided the scope of the modified form is as comprehensive as the model.

(n) Environmental impact statement (EIS) means a written "draft" or "final" document prepared in accordance with sections 617.9 and 617.10 of this Part. An EIS provides a means for agencies, project sponsors and the public to systematically consider significant adverse environmental impacts, alternatives and mitigation. An EIS facilitates the weighing of social, economic and environmental factors early in the planning and decision-making process. A draft EIS is the initial statement prepared

by either the project sponsor or the lead agency and circulated for review and comment. An EIS may also be a "generic" in accordance with section 617.10, of this Part, a "supplemental" in accordance with paragraph 617.9(a)(7) of this Part or a "federal" document in accordance with section 617.15 of this Part.

(o) Environmental Notice Bulletin (ENB) means the weekly publication of the department published pursuant to section 3-0306 of the Environmental Conservation Law , and accessible on the department's internet web site at <http://www.dec.state.ny.us>.

(p) Findings statement means a written statement prepared by each involved agency, in accordance with section 617.11 of this Part, after a final EIS has been filed, that considers the relevant environmental impacts presented in an EIS, weighs and balances them with social, economic and other essential considerations, provides a rationale for the agency's decision and certifies that the SEQR requirements have been met.

(q) Funding means any financial support given by an agency, including contracts, grants, subsidies, loans or other forms of direct or indirect financial assistance, in connection with a proposed action.

(r) Impact means to change or have an effect on any aspect(s) of the environment.

(s) Involved agency means an agency that has jurisdiction by law to fund, approve or directly undertake an action. If an agency will ultimately make a discretionary decision to fund, approve or undertake an action, then it is an "involved agency", notwithstanding that it has not received an application for funding or approval at the time the SEQR process is commenced. The lead agency is also an "involved agency".

(t) Interested agency means an agency that lacks the jurisdiction to fund, approve or directly undertake an action but wishes to participate in the review process because of its specific expertise or concern about the proposed action. An "interested agency" has the same ability to participate in the review process as a member of the public.

(u) Lead agency means an involved agency principally responsible for undertaking, funding or approving an action, and therefore responsible for determining whether an environmental impact statement is required in connection with the action, and for the preparation and filing of the statement if one is required.

(v) Local agency means any local agency, board, authority, district, commission or governing body, including any city, county and other political subdivision of the state.

(w) Ministerial act means an action performed upon a given state of facts in a prescribed manner imposed by law without the exercise of any judgment or discretion as to the propriety of the act, such as the granting of a hunting or fishing license.

(x) Mitigation means a way to avoid or minimize adverse environmental impacts.

(y) Negative declaration means a written determination by a lead agency that the implementation of the action as proposed will not result in any significant adverse environmental impacts. A negative declaration may also be a conditioned negative declaration as defined in subdivision 617.2(h). Negative declarations must be prepared, filed and published in accordance with sections 617.7 and 617.12 of this Part.

(z) Person means any agency, individual, corporation, governmental entity, partnership, association, trustee or other legal entity.

(aa) Permit means a permit, lease, license, certificate or other entitlement for use or permission to act that may be granted or issued by an agency.

(ab) Physical alteration includes, but is not limited to, the following activities: vegetation removal, demolition, stockpiling materials, grading and other forms of earthwork, dumping, filling or depositing, discharges to air or water, excavation or trenching, application of pesticides, herbicides, or other chemicals, application of sewage sludge, dredging, flooding, draining or dewatering, paving, construction of buildings, structures or facilities, and extraction, injection or recharge of resources below ground.

(ac) Positive declaration means a written statement prepared by the lead agency indicating that implementation of the action as proposed may have a significant adverse impact on the environment and that an environmental impact statement will be required. Positive declarations must be prepared, filed and published in accordance with sections 617.7 and 617.12 of this Part.

(ad) Project sponsor means any applicant or agency primarily responsible for undertaking an action.

(ae) Residential means any facility used for permanent or seasonal habitation, including but not limited to: realty subdivisions, apartments, mobile home parks, and campsites offering any utility hookups for recreational vehicles. It does not include such facilities as hotels, hospitals, nursing homes, dormitories or prisons.

(af) Scoping means the process by which the lead agency identifies the potentially significant adverse impacts related to the proposed action that are to be addressed in the draft EIS including the content and level of detail of the analysis, the range of alternatives, the mitigation measures needed and the identification of nonrelevant issues. Scoping provides a project sponsor with guidance on matters which must be considered and provides an opportunity for early participation by involved agencies and the public in the review of the proposal.

(ag) Segmentation means the division of the environmental review of an action such that various activities or stages are addressed under this Part as though they were independent, unrelated activities, needing individual determinations of significance.

(ah) State agency means any state department, agency, board, public benefit corporation, public authority or commission.

(ai) Type I action means an action or class of actions identified in section 617.4 of this Part, or in any involved agency's procedures adopted pursuant to section 617.14 of this Part.

(aj) Type II action means an action or class of actions identified in section 617.5 of this Part. When the term is applied in reference to an individual agency's authority to review or approve a particular proposed project or action, it shall also mean an action or class of actions identified as Type II actions in that agency's own procedures to implement SEQR adopted pursuant to section 617.14 of this Part. The fact that an action is identified as a Type II action in any agency's procedures does not mean that it must be treated as a Type II action by any other involved agency not identifying it as a Type II action in its procedures.

(ak) Unlisted action means all actions not identified as a Type I or Type II action in this Part, or, in the case of a particular agency action, not identified as a Type I or Type II action in the agency's own SEQR procedures.

§617.3 General rules

(a) No agency involved in an action may undertake, fund or approve the action until it has complied with the provisions of SEQR. A project sponsor may not commence any physical alteration related to an action until the provisions of SEQR have been complied with. The only exception to this is provided under paragraphs 617.5(c)(18), (21) and (28) of this Part. An involved agency may not issue its findings and decision on an action if it knows any other involved agency has determined that the action may have a significant adverse impact on the environment until a final EIS has been filed. The only exception to this is provided under subparagraph 617.9(a)(5)(i) of this Part.

(b) SEQR does not change the existing jurisdiction of agencies nor the jurisdiction between or among state and local agencies. SEQR provides all involved agencies with the authority, following the filing of a final EIS and written findings statement, or pursuant to subdivision 617.7(d) of this Part to impose substantive conditions upon an action to ensure that the requirements of this Part have been satisfied. The conditions imposed must be practicable and reasonably related to impacts identified in the EIS or the conditioned negative declaration.

(c) An application for agency funding or approval of a Type I or Unlisted action will not be complete until:

(1) a negative declaration has been issued; or

(2) until a draft EIS has been accepted by the lead agency as satisfactory with respect to scope, content and adequacy. When the draft EIS is accepted, the SEQR process will run concurrently with other procedures relating to the review and approval of the action, if reasonable time is provided for preparation, review and public hearings with respect to the draft EIS.

(d) The lead agency will make every reasonable effort to involve project sponsors, other agencies and the public in the SEQR process. Early consultations initiated by agencies can serve to narrow issues of significance and to identify areas of controversy relating to environmental issues, thereby focusing on the impacts and alternatives requiring in-depth analysis in an EIS.

(e) Each agency involved in a proposed action has the responsibility to provide the lead agency with information it may have that may assist the lead agency in making its determination of significance, to identify potentially significant adverse impacts in the scoping process, to comment in a timely manner on the EIS if it has concerns which need to be addressed and to participate, as may be needed, in any public hearing. Interested agencies are strongly encouraged to make known their views on the action, particularly with respect to their areas of expertise and jurisdiction.

(f) No SEQR determination of significance, EIS or findings statement is required for actions which are Type II.

(g) Actions commonly consist of a set of activities or steps. The entire set of activities or steps must be considered the action, whether the agency decision-making relates to the action as a whole or to only a part of it.

(1) Considering only a part or segment of an action is contrary to the intent of SEQR. If a lead agency believes that circumstances warrant a segmented review, it must clearly state in its determination of significance, and any subsequent EIS, the supporting reasons and must demonstrate that such review is clearly no less protective of the environment. Related actions should be identified and discussed to the fullest extent possible.

(2) If it is determined that an EIS is necessary for an action consisting of a set of activities or steps, only one draft and one final EIS need be prepared on the action provided that the statement addresses each

part of the action at a level of detail sufficient for an adequate analysis of the significant adverse environmental impacts. Except for a supplement to a generic environmental impact statement (see subdivision 617.10(d) of this Part), a supplement to a draft or final EIS will only be required in the circumstances prescribed in paragraph 617.9(a)(7) of this Part.

(h) Agencies must carry out the terms and requirements of this Part with minimum procedural and administrative delay, must avoid unnecessary duplication of reporting and review requirements by providing, where feasible, for combined or consolidated proceedings, and must expedite all SEQR proceedings in the interest of prompt review.

(i) Time periods in this Part may be extended by mutual agreement between a project sponsor and the lead agency, with notice to all other involved agencies by the lead agency.

§617.4 Type I actions

(a) The purpose of the list of Type I actions in this section is to identify, for agencies, project sponsors and the public, those actions and projects that are more likely to require the preparation of an EIS than Unlisted actions. All agencies are subject to this Type I list.

(1) This Type I list is not exhaustive of those actions that an agency determines may have a significant adverse impact on the environment and require the preparation of an EIS. However, the fact that an action or project has been listed as a Type I action carries with it the presumption that it is likely to have a significant adverse impact on the environment and may require an EIS. For all individual actions which are Type I or Unlisted, the determination of significance must be made by comparing the impacts which may be reasonably expected to result from the proposed action with the criteria listed in subdivision 617.7(c) of this Part.

(2) Agencies may adopt their own lists of additional Type I actions, may adjust the thresholds to make them more inclusive, and may continue to use previously adopted lists of Type I actions to complement those contained in this section. Designation of a Type I action by one involved agency requires coordinated review by all involved agencies. An agency may not designate as Type I any action identified as Type II in section 617.5 of this Part.

(b) The following actions are Type I if they are to be directly undertaken, funded or approved by an agency:

(1) the adoption of a municipality's land use plan, the adoption by any agency of a comprehensive resource management plan or the initial adoption of a municipality's comprehensive zoning regulations;

(2) the adoption of changes in the allowable uses within any zoning district, affecting 25 or more acres of the district;

(3) the granting of a zoning change, at the request of an applicant, for an action that meets or exceeds one or more of the thresholds given elsewhere in this list;

(4) the acquisition, sale, lease, annexation or other transfer of 100 or more contiguous acres of land by a state or local agency;

(5) construction of new residential units that meet or exceed the following thresholds:

(i) 10 units in municipalities that have not adopted zoning or subdivision regulations;

(ii) 50 units not to be connected (at the commencement of habitation) to existing community or public

water and sewerage systems including sewage treatment works;

(iii) in a city, town or village having a population of less than 150,000, 250 units to be connected (at the commencement of habitation) to existing community or public water and sewerage systems including sewage treatment works;

(iv) in a city, town or village having a population of greater than 150,000 but less than 1,000,000, 1,000 units to be connected (at the commencement of habitation) to existing community or public water and sewerage systems including sewage treatment works; or

(v) in a city or town having a population of greater than 1,000,000, 2,500 units to be connected (at the commencement of habitation) to existing community or public water and sewerage systems including sewage treatment works;

(6) activities, other than the construction of residential facilities, that meet or exceed any of the following thresholds; or the expansion of existing nonresidential facilities by more than 50 percent of any of the following thresholds:

(i) a project or action that involves the physical alteration of 10 acres;

(ii) a project or action that would use ground or surface water in excess of 2,000,000 gallons per day;

(iii) parking for 1,000 vehicles;

(iv) in a city, town or village having a population of 150,000 persons or less, a facility with more than 100,000 square feet of gross floor area;

(v) in a city, town or village having a population of more than 150,000 persons, a facility with more than 240,000 square feet of gross floor area;

(7) any structure exceeding 100 feet above original ground level in a locality without any zoning regulation pertaining to height;

(8) any Unlisted action that includes a nonagricultural use occurring wholly or partially within an agricultural district (certified pursuant to Agriculture and Markets Law, article 25-AA, sections 303 and 304) and exceeds 25 percent of any threshold established in this section;

(9) any Unlisted action (unless the action is designed for the preservation of the facility or site) occurring wholly or partially within, or substantially contiguous to, any historic building, structure, facility, site or district or prehistoric site that is listed on the National Register of Historic Places, or that has been proposed by the New York State Board on Historic Preservation for a recommendation to the State Historic Preservation Officer for nomination for inclusion in the National Register, or that is listed on the State Register of Historic Places (The National Register of Historic Places is established by 36 Code of Federal Regulation (CFR) Parts 60 and 63, 1994 (see section 617.17 of this Part));

(10) any Unlisted action, that exceeds 25 percent of any threshold in this section, occurring wholly or partially within or substantially contiguous to any publicly owned or operated parkland, recreation area or designated open space, including any site on the Register of National Natural Landmarks pursuant to 36 CFR Part 62, 1994 (see section 617.17 of this Part); or

(11) any Unlisted action that exceeds a Type I threshold established by an involved agency pursuant to section 617.14 of this Part.

§617.5 Type II actions

(a) Actions or classes of actions identified in subdivision (c) of this section are not subject to review under this Part. These actions have been determined not to have a significant impact on the environment or are otherwise precluded from environmental review under Environmental Conservation Law, article 8. The actions identified in subdivision (c) of this section apply to all agencies.

(b) Each agency may adopt its own list of Type II actions to supplement the actions in subdivision (c) of this section. No agency is bound by an action on another agency's Type II list. An agency that identifies an action as not requiring any determination or procedure under this Part is not an involved agency. Each of the actions on an agency Type II list must:

(1) in no case, have a significant adverse impact on the environment based on the criteria contained in subdivision 617.7(c) of this Part; and

(2) not be a Type I action as defined in section 617.4 of this Part.

(c) The following actions are not subject to review under this Part:

(1) maintenance or repair involving no substantial changes in an existing structure or facility;

(2) replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site, including upgrading buildings to meet building or fire codes, unless such action meets or exceeds any of the thresholds in section 617.4 of this Part;

(3) agricultural farm management practices, including construction, maintenance and repair of farm buildings and structures, and land use changes consistent with generally accepted principles of farming;

(4) repaving of existing highways not involving the addition of new travel lanes;

(5) street openings and right-of-way openings for the purpose of repair or maintenance of existing utility facilities;

(6) maintenance of existing landscaping or natural growth;

(7) construction or expansion of a primary or accessory/appurtenant, non-residential structure or facility involving less than 4,000 square feet of gross floor area and not involving a change in zoning or a use variance and consistent with local land use controls, but not radio communication or microwave transmission facilities;

(8) routine activities of educational institutions, including expansion of existing facilities by less than 10,000 square feet of gross floor area and school closings, but not changes in use related to such closings;

(9) construction or expansion of a single-family, a two-family or a three-family residence on an approved lot including provision of necessary utility connections as provided in paragraph (11) and the installation, maintenance and/or upgrade of a drinking water well and a septic system;

(10) construction, expansion or placement of minor accessory/appurtenant residential structures, including garages, carports, patios, decks, swimming pools, tennis courts, satellite dishes, fences, barns, storage sheds or other buildings not changing land use or density;

(11) extension of utility distribution facilities, including gas, electric, telephone, cable, water and sewer

connections to render service in approved subdivisions or in connection with any action on this list;

(12) granting of individual setback and lot line variances;

(13) granting of an area variance(s) for a single-family, two-family or three-family residence;

(14) public or private best forest management (silvicultural) practices on less than 10 acres of land, but not including waste disposal, land clearing not directly related to forest management, clear-cutting or the application of herbicides or pesticides;

(15) minor temporary uses of land having negligible or no permanent impact on the environment;

(16) installation of traffic control devices on existing streets, roads and highways;

(17) mapping of existing roads, streets, highways, natural resources, land uses and ownership patterns;

(18) information collection including basic data collection and research, water quality and pollution studies, traffic counts, engineering studies, surveys, subsurface investigations and soils studies that do not commit the agency to undertake, fund or approve any Type I or Unlisted action;

(19) official acts of a ministerial nature involving no exercise of discretion, including building permits and historic preservation permits where issuance is predicated solely on the applicant's compliance or noncompliance with the relevant local building or preservation code(s);

(20) routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment;

(21) conducting concurrent environmental, engineering, economic, feasibility and other studies and preliminary planning and budgetary processes necessary to the formulation of a proposal for action, provided those activities do not commit the agency to commence, engage in or approve such action;

(22) collective bargaining activities;

(23) investments by or on behalf of agencies or pension or retirement systems, or refinancing existing debt;

(24) inspections and licensing activities relating to the qualifications of individuals or businesses to engage in their business or profession;

(25) purchase or sale of furnishings, equipment or supplies, including surplus government property, other than the following: land, radioactive material, pesticides, herbicides, or other hazardous materials;

(26) license, lease and permit renewals, or transfers of ownership thereof, where there will be no material change in permit conditions or the scope of permitted activities;

(27) adoption of regulations, policies, procedures and local legislative decisions in connection with any action on this list;

(28) engaging in review of any part of an application to determine compliance with technical requirements, provided that no such determination entitles or permits the project sponsor to commence the action unless and until all requirements of this Part have been fulfilled;

(29) civil or criminal enforcement proceedings, whether administrative or judicial, including a particular course of action specifically required to be undertaken pursuant to a judgment or order, or the exercise of prosecutorial discretion;

(30) adoption of a moratorium on land development or construction;

(31) interpreting an existing code, rule or regulation;

(32) designation of local landmarks or their inclusion within historic districts;

(33) emergency actions that are immediately necessary on a limited and temporary basis for the protection or preservation of life, health, property or natural resources, provided that such actions are directly related to the emergency and are performed to cause the least change or disturbance, practicable under the circumstances, to the environment. Any decision to fund, approve or directly undertake other activities after the emergency has expired is fully subject to the review procedures of this Part;

(34) actions undertaken, funded or approved prior to the effective dates set forth in SEQR (see chapters 228 of the Laws of 1976, 253 of the Laws of 1977 and 460 of the Laws of 1978), except in the case of an action where it is still practicable either to modify the action in such a way as to mitigate potentially adverse environmental impacts, or to choose a feasible or less environmentally damaging alternative, the commissioner may, at the request of any person, or on his own motion, require the preparation of an environmental impact statement; or, in the case of an action where the responsible agency proposed a modification of the action and the modification may result in a significant adverse impact on the environment, an environmental impact statement must be prepared with respect to such modification;

(35) actions requiring a certificate of environmental compatibility and public need under articles VII, VIII or X of the Public Service Law and the consideration of, granting or denial of any such certificate;

(36) actions subject to the class A or class B regional project jurisdiction of the Adirondack Park Agency or a local government pursuant to section 807, 808 and 809 of the Executive Law, except class B regional projects subject to review by local government pursuant to section 807 of the Executive Law located within the Lake George Park as defined by subdivision one of section 43-0103 of the Environmental Conservation Law; and

(37) actions of the Legislature and the Governor of the State of New York or of any court, but not actions of local legislative bodies except those local legislative decisions such as rezoning where the local legislative body determines the action will not be entertained.

§617.6 Initial review of actions and establishing lead agency

(a) Initial review of actions.

(1) As early as possible in an agency's formulation of an action it proposes to undertake, or as soon as an agency receives an application for funding or for approval of an action, it must do the following:

(i) Determine whether the action is subject to SEQR. If the action is a Type II action, the agency has no further responsibilities under this Part.

(ii) Determine whether the action involves a federal agency. If the action involves a federal agency, the provisions of section 617.15 of this Part apply.

(iii) Determine whether the action may involve one or more other agencies.

(iv) Make a preliminary classification of an action as Type I or Unlisted, using the information available and comparing it with the thresholds set forth in section 617.4 of this Part. Such preliminary

classification will assist in determining whether a full EAF and coordinated review is necessary.

(2) For Type I actions, a full EAF (see section 617.20, Appendix A, of this Part) must be used to determine the significance of such actions. The project sponsor must complete Part 1 of the full EAF, including a list of all other involved agencies that the project sponsor has been able to identify, exercising all due diligence. The lead agency is responsible for preparing Part 2 and, as needed, Part 3.

(3) For Unlisted actions, the short EAF (see section 617.20, Appendix C, of this Part) must be used to determine the significance of such actions. However, an agency may instead use the full EAF for Unlisted actions if the short EAF would not provide the lead agency with sufficient information on which to base its determination of significance. The lead agency may require other information necessary to determine significance.

(4) An agency may waive the requirement for an EAF if a draft EIS is prepared or submitted. The draft EIS may be treated as an EAF for the purpose of determining significance.

(5) For state agencies only, determine whether the action is located in the coastal area. If the action is either Type I or Unlisted and is in the coastal area, the provisions of 19 NYCRR 600 also apply. This provision applies to all state agencies, whether acting as a lead or involved agency.

(6) Determine whether the Type I or Unlisted action is located in an agricultural district and comply with the provisions of subdivision (4) of section 305 of article 25-AA of the Agriculture and Markets Law, if applicable.

(b) Establishing lead agency.

(1) When a single agency is involved, that agency will be the lead agency when it proposes to undertake, fund or approve a Type I or Unlisted action that does not involve another agency.

(i) If the agency is directly undertaking the action, it must determine the significance of the action as early as possible in the design or formulation of the action.

(ii) If the agency has received an application for funding or approval of the action, it must determine the significance of the action within 20 calendar days of its receipt of the application, an EAF, or any additional information reasonably necessary to make that determination, whichever is later.

(2) When more than one agency is involved:

(i) For all Type I actions and for coordinated review of Unlisted actions involving more than one agency, a lead agency must be established prior to a determination of significance. For Unlisted actions where there will be no coordinated review, the procedures in paragraph 617.6(b)(4) of this Part must be followed.

(ii) When an agency has been established as the lead agency for an action involving an applicant and has determined that an EIS is required, it must, in accordance with subdivision 617.12(b) of this Part, promptly notify the applicant and all other involved agencies, in writing, that it is the lead agency, that an EIS is required and whether scoping will be conducted.

(iii) The lead agency will continue in that role until it files either a negative declaration or a findings statement or a lead agency is re-established in accordance with paragraph 617.6(b)(6) of this Part.

(3) Coordinated review.

(i) When an agency proposes to directly undertake, fund or approve a Type I action or an Unlisted action undergoing coordinated review with other involved agencies, it must, as soon as possible, transmit Part 1 of the EAF completed by the project sponsor, or a draft EIS and a copy of any application it has received to all involved agencies and notify them that a lead agency must be agreed upon within 30 calendar days of the date the EAF or draft EIS was transmitted to them. For the purposes of this Part, and unless otherwise specified by the department, all coordination and filings with the department as an involved agency must be with the appropriate regional office of the department.

(ii) The lead agency must determine the significance of the action within 20 calendar days of its establishment as lead agency, or within 20 calendar days of its receipt of all information it may reasonably need to make the determination of significance, whichever occurs later, and must immediately prepare, file and publish the determination in accordance with section 617.12 of this Part.

(iii) If a lead agency exercises due diligence in identifying all other involved agencies and provides written notice of its determination of significance to the identified involved agencies, then no involved agency may later require the preparation of an EAF, a negative declaration or an EIS in connection with the action. The determination of significance issued by the lead agency following coordinated review is binding on all other involved agencies.

(4) Uncoordinated review for Unlisted actions involving more than one agency.

(i) An agency conducting an uncoordinated review may proceed as if it were the only involved agency pursuant to subdivision (a) of this section unless and until it determines that an action may have a significant adverse impact on the environment.

(ii) If an agency determines that the action may have a significant adverse impact on the environment, it must then coordinate with other involved agencies.

(iii) At any time prior to its final decision an agency may have its negative declaration superseded by a positive declaration by any other involved agency.

(5) Actions for which lead agency cannot be agreed upon.

(i) If, within the 30 calendar days allotted for establishment of lead agency, the involved agencies are unable to agree upon which agency will be the lead agency, any involved agency or the project sponsor may request, by certified mail or other form of receipted delivery to the commissioner, that a lead agency be designated. Simultaneously, copies of the request must be sent by certified mail or other form of receipted delivery to all involved agencies and the project sponsor. Any agency raising a dispute must be ready to assume the lead agency functions if such agency is designated by the commissioner.

(ii) The request must identify each involved agency's jurisdiction over the action, and all relevant information necessary for the commissioner to apply the criteria in subparagraph (v) of this subdivision, and state that all comments must be submitted to the commissioner within 10 calendar days after receipt of the request.

(iii) Within 10 calendar days of the date a copy of the request is received by them, involved agencies and the project sponsor may submit to the commissioner any comments they may have on the action. Such comments must contain the information indicated in subparagraph (ii) of this subdivision.

(iv) The commissioner must designate a lead agency within 20 calendar days of the date the request or any supplemental information the commissioner has required is received, based on a review of the

facts, the criteria below, and any comments received.

(v) The commissioner will use the following criteria, in order of importance, to designate lead agency:

(a) whether the anticipated impacts of the action being considered are primarily of statewide, regional, or local significance (i.e., if such impacts are of primarily local significance, all other considerations being equal, the local agency involved will be lead agency);

(b) which agency has the broadest governmental powers for investigation of the impact(s) of the proposed action; and

(c) which agency has the greatest capability for providing the most thorough environmental assessment of the proposed action.

(vi) Notice of the commissioner's designation of lead agency will be mailed to all involved agencies and the project sponsor.

(6) Re-establishment of lead agency.

(i) Re-establishment of lead agency may occur by agreement of all involved agencies in the following circumstances:

(a) for a supplement to a final EIS or generic EIS;

(b) upon failure of the lead agency's basis of jurisdiction; or

(c) upon agreement of the project sponsor, prior to the acceptance of a draft EIS.

(ii) Disputes concerning re-establishment of lead agency for a supplement to a final EIS or generic EIS are subject to the designation procedures contained in paragraph (5) of subdivision (b) of this section.

(iii) Notice of re-establishment of lead agency must be given by the new lead agency to the project sponsor within 10 days of its establishment.

§617.7 Determining significance

(a) The lead agency must determine the significance of any Type I or Unlisted action in writing in accordance with this section.

(1) To require an EIS for a proposed action, the lead agency must determine that the action may include the potential for at least one significant adverse environmental impact.

(2) To determine that an EIS will not be required for an action, the lead agency must determine either that there will be no adverse environmental impacts or that the identified adverse environmental impacts will not be significant.

(b) For all Type I and Unlisted actions the lead agency making a determination of significance must:

(1) consider the action as defined in subdivisions 617.2(b) and 617.3(g) of this Part;

(2) review the EAF, the criteria contained in subdivision (c) of this section and any other supporting information to identify the relevant areas of environmental concern;

(3) thoroughly analyze the identified relevant areas of environmental concern to determine if the action may have a significant adverse impact on the environment; and

(4) set forth its determination of significance in a written form containing a reasoned elaboration and providing reference to any supporting documentation.

(c) Criteria for determining significance.

(1) To determine whether a proposed Type I or Unlisted action may have a significant adverse impact on the environment, the impacts that may be reasonably expected to result from the proposed action must be compared against the criteria in this subdivision. The following list is illustrative, not exhaustive. These criteria are considered indicators of significant adverse impacts on the environment:

(i) a substantial adverse change in existing air quality, ground or surface water quality or quantity, traffic or noise levels; a substantial increase in solid waste production; a substantial increase in potential for erosion, flooding, leaching or drainage problems;

(ii) the removal or destruction of large quantities of vegetation or fauna; substantial interference with the movement of any resident or migratory fish or wildlife species; impacts on a significant habitat area; substantial adverse impacts on a threatened or endangered species of animal or plant, or the habitat of such a species; or other significant adverse impacts to natural resources;

(iii) the impairment of the environmental characteristics of a Critical Environmental Area as designated pursuant to subdivision 617.14(g) of this Part;

(iv) the creation of a material conflict with a community's current plans or goals as officially approved or adopted;

(v) the impairment of the character or quality of important historical, archeological, architectural, or aesthetic resources or of existing community or neighborhood character;

(vi) a major change in the use of either the quantity or type of energy;

(vii) the creation of a hazard to human health;

(viii) a substantial change in the use, or intensity of use, of land including agricultural, open space or recreational resources, or in its capacity to support existing uses;

(ix) the encouraging or attracting of a large number of people to a place or places for more than a few days, compared to the number of people who would come to such place absent the action;

(x) the creation of a material demand for other actions that would result in one of the above consequences;

(xi) changes in two or more elements of the environment, no one of which has a significant impact on the environment, but when considered together result in a substantial adverse impact on the environment; or

(xii) two or more related actions undertaken, funded or approved by an agency, none of which has or would have a significant impact on the environment, but when considered cumulatively would meet one or more of the criteria in this subdivision.

(2) For the purpose of determining whether an action may cause one of the consequences listed in paragraph (1) of this subdivision, the lead agency must consider reasonably related long-term, short-term, direct, indirect and cumulative impacts, including other simultaneous or subsequent actions which are:

- (i) included in any long-range plan of which the action under consideration is a part;
- (ii) likely to be undertaken as a result thereof; or
- (iii) dependent thereon.

(3) The significance of a likely consequence (i.e., whether it is material, substantial, large or important) should be assessed in connection with:

- (i) its setting (e.g., urban or rural);
- (ii) its probability of occurrence;
- (iii) its duration;
- (iv) its irreversibility;
- (v) its geographic scope;
- (vi) its magnitude; and
- (vii) the number of people affected.

(d) Conditioned negative declarations.

(1) For Unlisted actions involving an applicant, a lead agency may prepare a conditioned negative declaration (CND) provided that it:

- (i) has completed a full EAF;
- (ii) has completed a coordinated review in accordance with paragraph 617.6(b)(3) of this Part;
- (iii) has imposed SEQR conditions pursuant to subdivision 617.3(b) of this Part that have mitigated all significant environmental impacts and are supported by the full EAF and any other documentation;
- (iv) has published a notice of a CND in the ENB and a minimum 30-day public comment period has been provided. The notice must state what conditions have been imposed. An agency may also use its own public notice and review procedures, provided the notice states that a CND has been issued, states what conditions have been imposed and allows for a minimum 30-day public comment period; and
- (v) has complied with subdivisions 617.7(b) and 617.12(a) and (b) of this Part.

(2) A lead agency must rescind the CND and issue a positive declaration requiring the preparation of a draft EIS if it receives substantive comments that identify:

- (i) potentially significant adverse environmental impacts that were not previously identified and assessed or were inadequately assessed in the review; or
- (ii) a substantial deficiency in the proposed mitigation measures.

(3) The lead agency must require an EIS if requested by the applicant.

(e) Amendment of a negative declaration.

(1) At any time prior to its decision to undertake, fund or approve an action, a lead agency, at its discretion, may amend a negative declaration when substantive:

(i) changes are proposed for the project; or

(ii) new information is discovered; or

(iii) changes in circumstances related to the project arise; that were not previously considered and the lead agency determines that no significant adverse environmental impacts will occur.

(2) The lead agency must prepare, file and publish the amended negative declaration in accordance with section 617.12 of this Part. The amended negative declaration must contain reference to the original negative declaration and discuss the reasons supporting the amended determination.

(f) Rescission of negative declarations.

(1) At any time prior to its decision to undertake, fund or approve an action, a lead agency must rescind a negative declaration when substantive:

(i) changes are proposed for the project; or

(ii) new information is discovered; or

(iii) changes in circumstances related to the project arise; that were not previously considered and the lead agency determines that a significant adverse environmental impact may result.

(2) Prior to any rescission, the lead agency must inform other involved agencies and the project sponsor and must provide a reasonable opportunity for the project sponsor to respond.

(3) If, following reasonable notice to the project sponsor, its determination is the same, the lead agency must prepare, file and publish a positive declaration in accordance with section 617.12 of this Part.

§617.8 Scoping

(a) The primary goals of scoping are to focus the EIS on potentially significant adverse impacts and to eliminate consideration of those impacts that are irrelevant or nonsignificant. Scoping is not required. Scoping may be initiated by the lead agency or the project sponsor.

(b) If scoping is conducted, the project sponsor must submit a draft scope that contains the items identified in paragraphs 617.8(f)(1) through (5) of this section to the lead agency. The lead agency must provide a copy of the draft scope to all involved agencies, and make it available to any individual or interested agency that has expressed an interest in writing to the lead agency.

(c) If scoping is not conducted, the project sponsor may prepare a draft EIS for submission to the lead agency.

(d) Involved agencies should provide written comments reflecting their concerns, jurisdictions and information needs sufficient to ensure that the EIS will be adequate to support their SEQR findings. Failure of an involved agency to participate in the scoping process will not delay completion of the final written scope.

(e) Scoping must include an opportunity for public participation. The lead agency may either provide a period of time for the public to review and provide written comments on a draft scope or provide for public input through the use of meetings, exchanges of written material, or other means.

(f) The lead agency must provide a final written scope to the project sponsor, all involved agencies and any individual that has expressed an interest in writing to the lead agency within 60 days of its receipt of a draft scope. The final written scope should include:

- (1) a brief description of the proposed action;
 - (2) the potentially significant adverse impacts identified both in the positive declaration and as a result of consultation with the other involved agencies and the public, including an identification of those particular aspect(s) of the environmental setting that may be impacted;
 - (3) the extent and quality of information needed for the preparer to adequately address each impact, including an identification of relevant existing information, and required new information, including the required methodology(ies) for obtaining new information;
 - (4) an initial identification of mitigation measures;
 - (5) the reasonable alternatives to be considered;
 - (6) an identification of the information/data that should be included in an appendix rather than the body of the draft EIS; and
 - (7) those prominent issues that were raised during scoping and determined to be not relevant or not environmentally significant or that have been adequately addressed in a prior environmental review.
- (g) All relevant issues should be raised before the issuance of a final written scope. Any agency or person raising issues after that time must provide to the lead agency and project sponsor a written statement that identifies:
- (1) the nature of the information;
 - (2) the importance and relevance of the information to a potential significant impact;
 - (3) the reason(s) why the information was not identified during scoping and why it should be included at this stage of the review.
- (h) The project sponsor may incorporate information submitted consistent with subdivision 617.8(g) of this section into the draft EIS at its discretion. Any substantive information not incorporated into the draft EIS must be considered as public comment on the draft EIS.
- (i) If the lead agency fails to provide a final written scope within 60 calendar days of its receipt of a draft scope, the project sponsor may prepare and submit a draft EIS consistent with the submitted draft scope.

§617.9 Preparation and content of environmental impact statements

(a) Environmental impact statement procedures.

- (1) The project sponsor or the lead agency, at the project sponsor's option, will prepare the draft EIS. If the project sponsor does not exercise the option to prepare the draft EIS, the lead agency will prepare it, cause it to be prepared or terminate its review of the action. A fee may be charged by the lead agency for preparation or review of an EIS pursuant to section 617.13 of this Part. When the project sponsor prepares the draft EIS, the document must be submitted to the lead agency.
- (2) The lead agency will use the final written scope, if any, and the standards contained in this section to determine whether to accept the draft EIS as adequate with respect to its scope and content for the purpose of commencing public review. This determination must be made in accordance with the standards in this section within 45 days of receipt of the draft EIS.

(i) If the draft EIS is determined to be inadequate, the lead agency must identify in writing the deficiencies and provide this information to the project sponsor.

(ii) The lead agency must determine whether to accept the resubmitted draft EIS within 30 days of its receipt.

(3) When the lead agency has completed a draft EIS or when it has determined that a draft EIS prepared by a project sponsor is adequate for public review, the lead agency must prepare, file and publish a notice of completion of the draft EIS and file copies of the draft EIS in accordance with the requirements set forth in section 617.12 of this Part. The minimum public comment period on the draft EIS is 30 days. The comment period begins with the first filing and circulation of the notice of completion.

(4) When the lead agency has completed a draft EIS or when it has determined that a draft EIS prepared by a project sponsor is adequate for public review, the lead agency will determine whether or not to conduct a public hearing concerning the action. In determining whether or not to hold a SEQR hearing, the lead agency will consider: the degree of interest in the action shown by the public or involved agencies; whether substantive or significant adverse environmental impacts have been identified; the adequacy of the mitigation measures and alternatives proposed; and the extent to which a public hearing can aid the agency decision-making processes by providing a forum for, or an efficient mechanism for the collection of, public comment. If a hearing is to be held:

(i) the lead agency must prepare and file a notice of hearing in accordance with subdivisions 617.12(a) and (b) of this Part. Such notice may be contained in the notice of completion of the draft EIS. The notice of hearing must be published, at least 14 calendar days in advance of the public hearing, in a newspaper of general circulation in the area of the potential impacts of the action. For state agency actions that apply statewide this requirement can be satisfied by publishing the hearing notice in the ENB and the State Register;

(ii) the hearing will commence no less than 15 calendar days or no more than 60 calendar days after the filing of the notice of completion of the draft EIS by the lead agency pursuant to subdivision 617.12 (b) of this Part. When a SEQR hearing is to be held, it should be conducted with other public hearings on the proposed action, whenever practicable; and

(iii) comments will be received and considered by the lead agency for no less than 30 calendar days from the first filing and circulation of the notice of completion, or no less than 10 calendar days following a public hearing at which the environmental impacts of the proposed action are considered, whichever is later.

(5) Except as provided in subparagraph (i) of this paragraph, the lead agency must prepare or cause to be prepared and must file a final EIS, within 45 calendar days after the close of any hearing or within 60 calendar days after the filing of the draft EIS, whichever occurs later.

(i) No final EIS need be prepared if:

(a) the proposed action has been withdrawn or;

(b) on the basis of the draft EIS, and comments made thereon, the lead agency has determined that the action will not have a significant adverse impact on the environment. A negative declaration must then be prepared, filed and published in accordance section 617.12 of this Part.

(ii) The last date for preparation and filing of the final EIS may be extended:

- (a) if it is determined that additional time is necessary to prepare the statement adequately; or
- (b) if problems with the proposed action requiring material reconsideration or modification have been identified.

(6) When the lead agency has completed a final EIS, it must prepare, file and publish a notice of completion of the final EIS and file copies of the final EIS in accordance with section 617.12 of this Part.

(7) Supplemental EISs.

(i) The lead agency may require a supplemental EIS, limited to the specific significant adverse environmental impacts not addressed or inadequately addressed in the EIS that arise from:

- (a) changes proposed for the project; or
- (b) newly discovered information; or
- (c) a change in circumstances related to the project.

(ii) The decision to require preparation of a supplemental EIS, in the case of newly discovered information, must be based upon the following criteria:

- (a) the importance and relevance of the information; and
- (b) the present state of the information in the EIS.

(iii) If a supplement is required, it will be subject to the full procedures of this Part.

(b) Environmental impact statement content.

(1) An EIS must assemble relevant and material facts upon which an agency's decision is to be made. It must analyze the significant adverse impacts and evaluate all reasonable alternatives. EISs must be analytical and not encyclopedic. The lead agency and other involved agencies must cooperate with project sponsors who are preparing EISs by making available to them information contained in their files relevant to the EIS.

(2) EISs must be clearly and concisely written in plain language that can be read and understood by the public. Within the framework presented in paragraph 617.9(b)(5) of this subdivision, EISs should address only those potential significant adverse environmental impacts that can be reasonably anticipated and/or have been identified in the scoping process. EISs should not contain more detail than is appropriate considering the nature and magnitude of the proposed action and the significance of its potential impacts. Highly technical material should be summarized and, if it must be included in its entirety, should be referenced in the statement and included in an appendix.

(3) All draft and final EISs must be preceded by a cover sheet stating:

- (i) whether it is a draft or final EIS;
- (ii) the name or descriptive title of the action;
- (iii) the location (county and town, village or city) and street address, if applicable, of the action;
- (iv) the name and address of the lead agency and the name and telephone number of a person at the agency who can provide further information;
- (v) the names of individuals or organizations that prepared any portion of the statement;

(vi) the date of its acceptance by the lead agency; and

(vii) in the case of a draft EIS, the date by which comments must be submitted.

(4) A draft or final EIS must have a table of contents following the cover sheet and a precise summary which adequately and accurately summarizes the statement.

(5) The format of the draft EIS may be flexible; however, all draft EISs must include the following elements:

(i) a concise description of the proposed action, its purpose, public need and benefits, including social and economic considerations;

(ii) a concise description of the environmental setting of the areas to be affected, sufficient to understand the impacts of the proposed action and alternatives;

(iii) a statement and evaluation of the potential significant adverse environmental impacts at a level of detail that reflects the severity of the impacts and the reasonable likelihood of their occurrence. The draft EIS should identify and discuss the following only where applicable and significant:

(a) reasonably related short-term and long-term impacts, cumulative impacts and other associated environmental impacts;

(b) those adverse environmental impacts that cannot be avoided or adequately mitigated if the proposed action is implemented;

(c) any irreversible and irretrievable commitments of environmental resources that would be associated with the proposed action should it be implemented;

(d) any growth-inducing aspects of the proposed action;

(e) impacts of the proposed action on the use and conservation of energy (for an electric generating facility, the statement must include a demonstration that the facility will satisfy electric generating capacity needs or other electric systems needs in a manner reasonably consistent with the most recent state energy plan);

(f) impacts of the proposed action on solid waste management and its consistency with the state or locally adopted solid waste management plan;

(g) impacts of public acquisitions of land or interests in land or funding for non-farm development on lands used in agricultural production and unique and irreplaceable agricultural lands within agricultural districts pursuant to subdivision (4) of section 305 of article 25-AA of the Agriculture and Markets Law; and

(h) if the proposed action is in or involves resources in Nassau or Suffolk Counties, impacts of the proposed action on, and its consistency with, the comprehensive management plan for the special groundwater protection area program as implemented pursuant to article 55 or any plan subsequently ratified and adopted pursuant to article 57 of the Environmental Conservation Law for Nassau and Suffolk counties;

(iv) a description of the mitigation measures;

(v) a description and evaluation of the range of reasonable alternatives to the action that are feasible, considering the objectives and capabilities of the project sponsor. The description and evaluation of

each alternative should be at a level of detail sufficient to permit a comparative assessment of the alternatives discussed. The range of alternatives must include the no action alternative. The no action alternative discussion should evaluate the adverse or beneficial site changes that are likely to occur in the reasonably foreseeable future, in the absence of the proposed action. The range of alternatives may also include, as appropriate, alternative:

(a) sites;

(b) technology;

(c) scale or magnitude;

(d) design;

(e) timing;

(f) use; and

(g) types of action. For private project sponsors, any alternative for which no discretionary approvals are needed may be described. Site alternatives may be limited to parcels owned by, or under option to, a private project sponsor;

(vi) for a state agency action in the coastal area the action's consistency: with the applicable coastal policies contained in 19 NYCRR 600.5; or when the action is in an approved local waterfront revitalization program area, with the local program policies;

(vii) for a state agency action within a heritage area or urban cultural park, the action's consistency with the approved heritage area management plan or the approved urban cultural park management plan;

(viii) a list of any underlying studies, reports, EISs and other information obtained and considered in preparing the statement including the final written scope.

(6) In addition to the analysis of significant adverse impacts required in subparagraph 617.9(b)(5)(iii) of this section, if information about reasonably foreseeable catastrophic impacts to the environment is unavailable because the cost to obtain it is exorbitant, or the means to obtain it are unknown, or there is uncertainty about its validity, and such information is essential to an agency's SEQRA findings, the EIS must:

(i) identify the nature and relevance of unavailable or uncertain information;

(ii) provide a summary of existing credible scientific evidence, if available; and

(iii) assess the likelihood of occurrence, even if the probability of occurrence is low, and the consequences of the potential impact, using theoretical approaches or research methods generally accepted in the scientific community.

This analysis would likely occur in the review of such actions as an oil supertanker port, a liquid propane gas/liquid natural gas facility, or the siting of a hazardous waste treatment facility. It does not apply in the review of such actions as shopping malls, residential subdivisions or office facilities.

(7) A draft or final EIS may incorporate by reference all or portions of other documents, including EISs that contain information relevant to the statement. The referenced documents must be made available for inspection by the public within the time period for public comment in the same places where the agency makes available copies of the EIS. When an EIS incorporates by reference, the referenced

document must be briefly described, its applicable findings summarized, and the date of its preparation provided.

(8) A final EIS must consist of: the draft EIS, including any revisions or supplements to it; copies or a summary of the substantive comments received and their source (whether or not the comments were received in the context of a hearing); and the lead agency's responses to all substantive comments. The draft EIS may be directly incorporated into the final EIS or may be incorporated by reference. The lead agency is responsible for the adequacy and accuracy of the final EIS, regardless of who prepares it. All revisions and supplements to the draft EIS must be specifically indicated and identified as such in the final EIS.

§617.10 Generic environmental impact statements

(a) Generic EISs may be broader, and more general than site or project specific EISs and should discuss the logic and rationale for the choices advanced. They may also include an assessment of specific impacts if such details are available. They may be based on conceptual information in some cases. They may identify the important elements of the natural resource base as well as the existing and projected cultural features, patterns and character. They may discuss in general terms the constraints and consequences of any narrowing of future options. They may present and analyze in general terms a few hypothetical scenarios that could and are likely to occur.

A generic EIS may be used to assess the environmental impacts of:

- (1) a number of separate actions in a given geographic area which, if considered singly, may have minor impacts, but if considered together may have significant impacts; or
- (2) a sequence of actions, contemplated by a single agency or individual; or
- (3) separate actions having generic or common impacts; or
- (4) an entire program or plan having wide application or restricting the range of future alternative policies or projects, including new or significant changes to existing land use plans, development plans, zoning regulations or agency comprehensive resource management plans.

(b) In particular agencies may prepare generic EISs on the adoption of a comprehensive plan prepared in accordance with subdivision 4, section 28-a of the General City Law; subdivision 4, section 272-a of the Town Law; or subdivision 4, section 7- 722 of the Village Law and the implementing regulations. Impacts of individual actions proposed to be carried out in conformance with these adopted plans and regulations and the thresholds or conditions identified in the generic EIS may require no or limited SEQR review as described in subdivisions (c) and (d) of this section.

(c) Generic EISs and their findings should set forth specific conditions or criteria under which future actions will be undertaken or approved, including requirements for any subsequent SEQR compliance. This may include thresholds and criteria for supplemental EISs to reflect specific significant impacts, such as site specific impacts, that were not adequately addressed or analyzed in the generic EIS.

(d) When a final generic EIS has been filed under this part:

- (1) No further SEQR compliance is required if a subsequent proposed action will be carried out in conformance with the conditions and thresholds established for such actions in the generic EIS or its findings statement;
- (2) An amended findings statement must be prepared if the subsequent proposed action was

adequately addressed in the generic EIS but was not addressed or was not adequately addressed in the findings statement for the generic EIS;

(3) A negative declaration must be prepared if a subsequent proposed action was not addressed or was not adequately addressed in the generic EIS and the subsequent action will not result in any significant environmental impacts;

(4) A supplement to the final generic EIS must be prepared if the subsequent proposed action was not addressed or was not adequately addressed in the generic EIS and the subsequent action may have one or more significant adverse environmental impacts.

(e) In connection with projects that are to be developed in phases or stages, agencies should address not only the site specific impacts of the individual project under consideration, but also, in more general or conceptual terms, the cumulative impacts on the environment and the existing natural resource base of subsequent phases of a larger project or series of projects that may be developed in the future. In these cases, this part of the generic EIS must discuss the important elements and constraints present in the natural and cultural environment that may bear on the conditions of an agency decision on the immediate project.

§617.11 Decision-making and findings requirements

(a) Prior to the lead agency's decision on an action that has been the subject of a final EIS, it shall afford agencies and the public a reasonable time period (not less than 10 calendar days) in which to consider the final EIS before issuing its written findings statement. If a project modification or change of circumstance related to the project requires a lead or involved agency to substantively modify its decision, findings may be amended and filed in accordance with subdivision 617.12(b) of this Part.

(b) In the case of an action involving an applicant, the lead agency's filing of a written findings statement and decision on whether or not to fund or approve an action must be made within 30 calendar days after the filing of the final EIS.

(c) No involved agency may make a final decision to undertake, fund, approve or disapprove an action that has been the subject of a final EIS, until the time period provided in subdivision 617.11(a) of this section has passed and the agency has made a written findings statement. Findings and a decision may be made simultaneously.

(d) Findings must:

- (1) consider the relevant environmental impacts, facts and conclusions disclosed in the final EIS;
- (2) weigh and balance relevant environmental impacts with social, economic and other considerations;
- (3) provide a rationale for the agency's decision;
- (4) certify that the requirements of this Part have been met;
- (5) certify that consistent with social, economic and other essential considerations from among the reasonable alternatives available, the action is one that avoids or minimizes adverse environmental impacts to the maximum extent practicable, and that adverse environmental impacts will be avoided or minimized to the maximum extent practicable by incorporating as conditions to the decision those mitigative measures that were identified as practicable.

(e) No state agency may make a final decision on an action that has been the subject of a final EIS and

is located in the coastal area until the agency has made a written finding that the action is consistent with applicable policies set forth in 19 NYCRR 600.5. When the Secretary of State has approved a local government waterfront revitalization program, no state agency may make a final decision on an action, that is likely to affect the achievement of the policies and purposes of such program, until the agency has made a written finding that the action is consistent to the maximum extent practicable with that local waterfront revitalization program.

§617.12 Document preparation, filing, publication and distribution

The following SEQR documents must be prepared, filed, published and made available as prescribed in this section.

(a) Preparation of documents.

(1) Each negative declaration, positive declaration, notice of completion of an EIS, notice of hearing and findings must state that it has been prepared in accordance with article 8 of the Environmental Conservation Law and must contain: the name and address of the lead agency; the name, address and telephone number of a person who can provide additional information; a brief description of the action; the SEQR classification; and, the location of the action.

(2) In addition to the information contained in paragraph (a)(1) of this subdivision:

(i) A negative declaration must meet the requirements of subdivision 617.7(b) of this Part. A conditioned negative declaration must also identify the specific conditions being imposed that have eliminated or adequately mitigated all significant adverse environmental impacts and the period, not less than 30 calendar days, during which comments will be accepted by the lead agency.

(ii) A positive declaration must identify the potential significant adverse environmental impacts that require the preparation of an EIS and state whether scoping will be conducted.

(iii) A notice of completion must identify the type of EIS (draft, final, supplemental, generic) and state where copies of the document can be obtained. For a draft EIS the notice must include the period (not less than 30 calendar days from the date of filing or not less than 10 calendar days following a public hearing on the draft EIS) during which comments will be accepted by the lead agency.

(iv) A notice of hearing must include the time, date, place and purpose of the hearing and contain a summary of the information contained in the notice of completion. The notice of hearing may be combined with the notice of completion of the draft EIS.

(v) Findings must contain the information required by subdivisions 617.11(d) and (e) of this Part.

(b) Filing and distribution of documents.

(1) A Type I negative declaration, conditioned negative declaration, positive declaration, notice of completion of an EIS, EIS, notice of hearing and findings must be filed with:

(i) the chief executive officer of the political subdivision in which the action will be principally located;

(ii) the lead agency;

(iii) all involved agencies (see also paragraph 617.6(b)(3)) of this Part;

(iv) any person who has requested a copy; and

(v) if the action involves an applicant, with the applicant.

- (2) A negative declaration prepared on an Unlisted action must be filed with the lead agency.
- (3) All SEQR documents and notices, including but not limited to, EAFs, negative declarations, positive declarations, scopes, notices of completion of an EIS, EISs, notices of hearing and findings must be maintained in files that are readily accessible to the public and made available on request.
- (4) The lead agency may charge a fee to persons requesting documents to recover its copying costs.
- (5) If sufficient copies of the EIS are not available to meet public interest, the lead agency must provide an additional copy of the documents to the local public library.
- 6) A copy of the EIS must be sent to the Department of Environmental Conservation, Division of Environmental Permits, 625 Broadway, Albany, NY 12233-1750.
- (7) For state agency actions in the coastal area a copy of the EIS must be provided to the Secretary of State.

(c) Publication of notices.

- (1) Notice of a Type I negative declaration, conditioned negative declaration, positive declaration and completion of an EIS must be published in the Environmental Notice Bulletin (ENB) in a manner prescribed by the department. Notice must be provided by the lead agency directly to Environmental Notice Bulletin, 625 Broadway, Albany, NY 12233-1750 for publication in the ENB. The ENB is accessible on the department's internet web site at <http://www.dec.state.ny.us>.
- (2) A notice of hearing must be published, at least 14 days in advance of the hearing date, in a newspaper of general circulation in the area of the potential impacts of the action. For state agency actions that apply statewide this requirement can be satisfied by publishing the hearing notice in the ENB and the State Register.
- (3) Agencies may provide for additional public notice by posting on sign boards or by other appropriate means.
- (4) Notice of a negative declaration must be incorporated once into any other subsequent notice required by law. This requirement can be satisfied by indicating the SEQR classification of the action and the agency's determination of significance.

§617.13 Fees and costs

- (a) When an action subject to this Part involves an applicant, the lead agency may charge a fee to the applicant in order to recover the actual costs of either preparing or reviewing the draft and/or final EIS. The fee may include a chargeback to recover a proportion of the lead agency's actual costs expended for the preparation of a generic EIS prepared pursuant to section 617.10 of this Part for the geographic area where the applicant's project is located. The chargeback may be based on the percentage of the remaining developable land or the percentage of road frontage to be used by the project, or any other reasonable methods. The fee must not exceed the amounts allowed under subdivisions (b) through (d) of this section. If the lead agency charges for preparation of a draft and/or final EIS, it may not also charge for review; if it charges for review of a draft and/or final EIS, it may not also charge for preparation. Scoping will be considered part of the draft EIS for purposes of determining a SEQR fee; no fee may be charged for preparation of an EAF or determination of significance.
- (b) For residential projects, the total project value will be calculated on the actual purchase price of the land or the fair market value of the land (determined by assessed valuation divided by equalization rate)

whichever is higher, plus the cost of all required site improvements, not including the cost of buildings and structures, as determined with reference to a current cost data publication in common use. In the case of such projects, the fee charged by an agency may not exceed two percent of the total project value.

(c) For nonresidential construction projects, the total project value will be calculated on the actual purchase price of the land or the fair market value of the land (determined by the assessed valuation divided by equalization rate) whichever is higher, plus the cost of supplying utility service to the project, the cost of site preparation and the cost of labor and material as determined with reference to a current cost data publication in common use. In the case of such projects the fee charged may not exceed one half of one percent of the total project value.

(d) For projects involving the extraction of minerals, the total project value will be calculated on the cost of site preparation for mining. Site preparation cost means the cost of clearing and grubbing and removal of over-burden for the entire area to be mined plus the cost of utility services and construction of access roads. Such costs are determined with reference to a current cost data publication in common use. The fee charged by the agency may not exceed one half of one percent of the total project value. For those costs to be incurred for phases occurring three or more years after issuance of a permit, the total project value will be determined using a present value calculation.

(e) Where an applicant chooses not to prepare a draft EIS, the lead agency will provide the applicant, upon request, with an estimate of the costs for preparing the draft EIS calculated on the total value of the project for which funding or approval is sought.

(f) "Appeals procedure". When a dispute arises concerning fees charged to an applicant by a lead agency, the applicant may make a written request to the agency setting forth reasons why it is felt that such fees are inequitable. Upon receipt of a request the chief fiscal officer of the agency or his designee will examine the agency record and prepare a written response to the applicant setting forth reasons why the applicant's claims are valid or invalid. Such appeal procedure must not interfere with or cause delay in the EIS process or prohibit an action from being undertaken.

(g) The technical services of the department may be made available to other agencies on a fee basis, reflecting the costs thereof, and the fee charged to any applicant pursuant to this section may reflect such costs.

§617.14 Individual agency procedures to implement SEQR

(a) Article 8 of the Environmental Conservation Law requires all agencies to adopt and publish, after public hearing, any additional procedures that may be necessary for them to implement SEQR. Until an agency adopts these additional procedures, its implementation of SEQR will be governed by the provisions of this Part. If an agency rescinds its additional SEQR procedures, it will continue to be governed by this Part. The agency must promptly notify the commissioner, and the commissioner shall publish a notice in the ENB, of the adoption of additional procedures or the rescission of agency SEQR procedures.

(b) To the greatest extent possible, the procedures prescribed in this Part must be incorporated into existing agency procedures. An agency may by local law, code, ordinance, executive order, resolution or regulation vary the time periods established in this Part for the preparation and review of SEQR documents, and for the conduct of public hearings, in order to coordinate the SEQR environmental review process with other procedures relating to the review and approval of actions. Such time changes must not impose unreasonable delay. Individual agency procedures to implement SEQR must be no

less protective of environmental values, public participation and agency and judicial review than the procedures contained in this Part. This Part supersedes any SEQR provisions promulgated or enacted by an agency that are less protective of the environment.

(c) Agencies may find it helpful to seek the advice and assistance of other agencies, groups and persons on SEQR matters, including the following:

- (1) advice on preparation and review of EAFs;
- (2) recommendations on the significance or non-significance of actions;
- (3) preparation and review of EISs and recommendations on the scope, adequacy, and contents of EISs;
- (4) preparation and filing of SEQR notices and documents;
- (5) conduct of public hearings; and
- (6) recommendations to decisionmakers.

(d) Agencies are strongly encouraged to enter into cooperative agreements with other agencies regularly involved in carrying out or approving the same actions for the purposes of coordinating their procedures.

(e) All agencies are subject to the lists of Type I and Type II actions contained in this Part, and must apply the criteria provided in subdivision 617.7(c) of this Part. In addition, agencies may adopt their own lists of Type I actions, in accordance with section 617.4 of this Part and their own lists of Type II actions in accordance with section 617.5 of this Part.

(f) Every agency that adopts, has adopted or amends SEQR procedures must, after public hearing, file them with the commissioner, who will maintain them to serve as a resource for agencies and interested persons. The commissioner will provide notice in the ENB of such procedures upon filing. All agencies that have promulgated their own SEQR procedures must review and bring them into conformance with this Part. Until agencies do so, their procedures, where inconsistent or less protective, are superseded by this Part.

(g) A local agency may designate a specific geographic area within its boundaries as a critical environmental area (CEA). A state agency may also designate as a CEA a specific geographic area that is owned or managed by the state or is under its regulatory authority. Designation of a CEA must be preceded by written public notice and a public hearing. The public notice must identify the boundaries and the specific environmental characteristics of the area warranting CEA designation.

(1) To be designated as a CEA, an area must have an exceptional or unique character covering one or more of the following:

- (i) a benefit or threat to human health;
- (ii) a natural setting (e.g., fish and wildlife habitat, forest and vegetation, open space and areas of important aesthetic or scenic quality);
- (iii) agricultural, social, cultural, historic, archaeological, recreational, or educational values; or
- (iv) an inherent ecological, geological or hydrological sensitivity to change that may be adversely affected by any change.

(2) Notification that an area has been designated as a CEA must include a map at an appropriate scale to readily locate the boundaries of the CEA, the written justification supporting the designation, and proof of public hearing and, must be filed with:

(i) the commissioner;

(ii) the appropriate regional office of the department; and

(iii) any other agency regularly involved in undertaking, funding or approving actions in the municipality in which the area has been designated.

(3) This designation shall take effect 30 days after filing with the commissioner. Each designation of a CEA must be published in the ENB by the department and the department will serve as a clearinghouse for information on CEAs.

(4) Following designation, the potential impact of any Type I or Unlisted Action on the environmental characteristics of the CEA is a relevant area of environmental concern and must be evaluated in the determination of significance prepared pursuant to Section 617.7 of this Part.

§617.15 Actions involving a federal agency

(a) When a draft and final EIS for an action has been duly prepared under the National Environmental Policy Act of 1969, an agency has no obligation to prepare an additional EIS under this Part, provided that the federal EIS is sufficient to make findings under section 617.11 of this Part. However, except in the case of Type II actions listed in section 617.5 of this Part, no involved agency may undertake, fund or approve the action until the federal final EIS has been completed and the involved agency has made the findings prescribed in section 617.11 of this Part.

(b) Where a finding of no significant impact (FNSI) or other written threshold determination that the action will not require a federal impact statement has been prepared under the National Environmental Policy Act of 1969, the determination will not automatically constitute compliance with SEQR. In such cases, state and local agencies remain responsible for compliance with SEQR.

(c) In the case of an action involving a federal agency for which either a federal FNSI or a federal draft and final EIS has been prepared, except where otherwise required by law, a final decision by a federal agency will not be controlling on any state or local agency decision on the action, but may be considered by the agency.

§617.16 Confidentiality

When a project sponsor submits a completed EAF, draft or final EIS, or otherwise provides information concerning the environmental impacts of a proposed project, the project sponsor may request, consistent with the Freedom of Information Law (FOIL), article 6 of the Public Officers Law, that specifically identified information be held confidential. Prior to divulging any such information, the agency must notify the applicant of its determination of whether or not it will hold the information confidential.

§617.17 Referenced material

The following referenced documents have been filed with the New York State Department of State. The documents are available from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402, and for inspection and copying at the Department of Environmental Conservation, 625 Broadway, Albany, New York 12233-1750.

(a) National Register of Historic Places, (1994), 36 Code of Federal Regulation (CFR) Parts 60 and 63.

(b) Register Of National Natural Landmarks,(1994), 36 Code of Federal Regulation (CFR) Part62.

§617.18 Severability

If any provision of this Part or its application to any person or circumstance is determined to be contrary to law by a court of competent jurisdiction, such determination shall not affect or impair the validity of the other provisions of this Part or the application to other persons and circumstances

§617.19 Effective date

This Part, as revised, applies to actions for which a determination of significance has not been made prior to January 1, 1996. Actions for which a determination of significance has been made prior to January 1, 1996 must comply with Part 617 effective June 1, 1987.

§617.20 Appendices

[Appendices A, B and C](#) are model environmental assessment forms which may be used to satisfy this Part or may be modified in accordance with sections 617.2 and 617.14 of this Part.

