

**TOWN BOARD MEETING
DECEMBER 20, 2021**

THOSE PRESENT:

Brian Napoli
Jeffrey Toussaint
Mary Woodruff
David Stalker
Duane Payne

Town Supervisor
Councilman
Councilman (Via Phone)
Councilman
Councilman

John Olinger
Karen Kaiser
Laurie Kilburn
Patricia Laszewski
Kathy Bogan
Dan Wolfe

Highway Superintendent
Town Clerk
Deputy Town Clerk
Assessor (excused)
Town Attorney
Code Enforcement Officer

Hannah Hill
Cliff Barber
Jess Marciano
Christina Higgs
Donald Marchner
Jason Raduns

Town Clerk Elect
Councilman Elect
Village of Medina Board Member
Student
Ridgeway Volunteer Fireman
Code Enforcement Officer Appointee

The meeting was called to order by Supervisor Napoli at 7:00 P.M. with the reciting of the pledge of allegiance.

RESOLUTION NO.85-12/20/2021

RESOLUTION: TO ACCEPT THE
AGENDA FOR TE DECEMBER 20, 2021
MEETING.

Offered by Councilman Toussaint who moved its adoption.
Seconded by Councilman Payne.

Adopted:

5Yes

0 No

Resolved: to accept the agenda for the December 20, 2021 Town Board meeting.

RESOLUTION NO.86-12/20/2021

RESOLUTION TO ACCEPT THE MINUTES
OF THE NOVEMBER 15, 2020 TOWN
BOARD MEETING AS PRESENTED AS
WELL AS THE PUBLIC HEARING OF
DECEMBER 14, 2021 ON WD#15

Offered by Councilman Toussaint who moved its adoption.
Seconded by Councilman Payne.

Adopted:

5 Yes

0 No

Resolved: to accept the Minutes for the Town Board meeting of November 15, 2021 as presented, as well as the minutes of the Public Hearing for WD#15 held on December 14, 2021.

COMMUNICATIONS:

- Mortgage Tax: \$27,927.96
- County Planning Board: December meeting Cancelled.
- Nadine Hanlon will attend the Organizational Meeting to swear in Electees
- Crown Castle: Notice to modify equipment at wireless tower.

DATE OF NEXT MEETINGS:

End of the Year Meeting: December 30, 2021, 2 P.M. Town Hall.
2022 Organizational Meeting, January 3, 2022, 2 P.M. Town Hall.
Workshop January 11, 2022, 7 P.M., Town Hall.
Board Meeting: October 18, 2021, 7 P.M., Town Hall

OLD BUSINESS:

- A. Public Hearing for WD#15.

NEW BUSINESS:

RESOLUTION NO. 87-12/20/2021

WHEREAS, the Town of Ridgeway Town Board (hereinafter referred to as "Town Board" on September 20, 2021 declared its intent to be designated the Lead Agency for the Town of Ridgeway

Water District No.15 and Watermain Improvement project under the provisions of the State Environmental Quality Review (SEQR) Regulations; and **Whereas**, the Town Board has provided written notices to this effect to the involved and interested agencies; and **Whereas**, the Town Board has not received any written objections from the involved agencies to the Board's being designated as the lead agency under the SEQR Regulations; and **Whereas**, the Town Board has previously determined that it is the most appropriate agency to insure the coordination of this Action and for making the determination of significance thereon under the SEQR Regulations.

NOW, THEREFORE BE IT RESOLVED that the Town Board does hereby designate itself as the lead agency for the Action identified above herein;

Offered by Councilman Stalker who moved its adoption.
Seconded by Councilman Toussaint.

Adopted:

5 Yes

0 No

RESOLUTION NO. 88-12/20/2021

RESOLUTION: AGREEMENT FOR ICE AND SNOW
AND FOR MOWING ON COUNTY ROADS.TOWN
SUPERVISOR TO SIGN.

Offered by Councilman Woodruff who moved its adoption.
Seconded by Councilman Payne.

Adopted:

5Yes

0 No

RESOLVED: the Town Supervisor to sign the Ice and Snow and Mowing Contract with the County of Orleans.

**AGREEMENT FOR CONTROL OF ICE AND SNOW
AND FOR MOWING COUNTY ROADS**

THIS AGREEMENT dated as of the 1st day of January 2022, by and between the COUNTY OF ORLEANS, acting through the Commissioner of Public Works of said County (hereinafter the "County") and the Town of Bridgeway, acting through the Superintendent of Highways of said Town (hereinafter the "Town") (collectively the "Parties") as follows:

WHEREAS, section 135-a of the Highway Law provides that the County Superintendent of Highways may contract with the Town for the control of ice and snow on County Highways subject to the approval of each of the Legislative bodies of said County and Town; and

WHEREAS, the Town is willing to perform the work of such control of ice and snow upon such terms, rules and regulations as are contained herein and deemed by the Commissioner of Public Works to be for the best interests of the people of the County of Orleans; and

WHEREAS, Section 135 of the Highway Law provides for the cutting of noxious weeds within the bounds of the County roads; and

WHEREAS, the Town is willing to perform the work of cutting weeds upon such terms, rules and regulations as are contained herein and deemed by the County Commissioner of Public Works to be for the best interests of the people of Orleans County.

NOW, THEREFORE, in consideration of the mutual covenants and agreements between the parties hereto, it is agreed that the terms of the agreement shall be for five (5) years commencing as of January 1, 2022, terminating December 31, 2026, except the parties may request to renegotiate the prices and rates contained in paragraphs (3) and (6) hereof upon either party notifying the other in writing, of such party's wish to renegotiate, such notices to be delivered prior to July 1st of any year commencing with the first right to renegotiate being by notice given prior to July 1, 2022. Additionally, in the event that the County rescinds the current resolution in effect for disposition of County sales tax revenues whereby towns receive a percentage of the net collections from sales tax, the parties agree to open negotiations within thirty (30) days of the adoption of the rescinding resolution for the purpose of renegotiating the prices and rates contained in paragraphs (3) and (6).

CONTROL OF ICE AND SNOW

- 1) The Town shall provide all the labor, materials and equipment necessary for the control of ice and snow on such County Highways as designated by the Commissioner of Public Works to the extent that the Commissioner deems necessary to provide reasonable passage and movement of vehicles over said highways, and shall include clearing of the pavement and pushing of snow as near the ditch lines as practicable to provide room for future storms and ensure that it melts down to the ditches, together with sanding of hills, curves and intersections and such other places as may cause dangerous driving conditions.

- 2) The Commissioner of Public Works shall furnish the Town with suitable map of such municipality which shall delineate the County Highways within the boundaries of the Town and shall show distinctively the County Highways or parts thereof that are affected by this Agreement, for each year of the term to show the changes, if any, to the County Highways affected by this Agreement. Any such modification to such map shall be agreed upon in writing by the Commissioner of Public Works and the Town.
- 3) In consideration of the performance of the Town, the County agrees to pay the Town the following rates per season for 17.86 miles of County roads sanded by the Town and plowed by the Town:

2022 Sanding and Plowing Season per Mile: \$6,239.54

- 4) The consideration as set forth above will be paid annually by the County to the town as follows: by June 30th.

The per year sanding and plowing rate will be based on the Consumer price Index, Northeast Region for all urban consumers (all items) (hereinafter "CPI-U") as published by the U.S. Department of Labor, Bureau of Labor Statistics. The adjustment will be based on the preceding five-year rolling average of the June 12-month net percentage of change. The County will notify the Town of the adjustment for Town budgetary purposes for the upcoming Sanding and Plowing year as soon as it is available.

In addition to the foregoing consideration, the County also agrees to pay to the Town the sum of one thousand (\$1,000.00) dollars for each New York State Canal Bridge situate on a County-owned highway per year in the event that the New York State Department of Transportation has lowered the weight rating to twenty-five (25) tons or less of the Bridge on or before January 1st of the preceding year in recognition of the extra expenses incurred by the Town for service each lower rated New York State Canal Bridge.

- 5) The consideration as set forth above will be paid annually by The County to the town as follows: by June 30th.

MOWING OF COUNTY ROADS

- 6) The Town shall provide all the labor, materials and equipment necessary for the mowing of weeds on such County Highways as designated by the Commissioner of Public Works. There shall be three (3) mowings, each of which will be moved to the standard, which the Town roads are mowed. The first mowing shall take place no later than July 1st. A second or third mowing shall consist of mowing to the right-of-away line wherever possible. It is the intent of these specifications that only areas accessible to tractor mowers shall be mowed.

COUNTY OF ORLEANS

By: _____
Lynne M. Johnson, Chairman

Date: _____

**ORLEANS COUNTY
DEPARTMENT OF PUBLIC WORKS**

By: _____
John Pappone, Commissioner

Date: 11/17/2021

TOWN OF RIDGEWAY

By: _____
Town Supervisor

Date: 11/16/21

**TOWN OF
HIGHWAY DEPARTMENT**

By: _____
Town Highway Superintendent

Date: 12-7-21

RESOLUTION NO.89-12/20/2021

**SEQR Resolution Determination of
Environmental Significance**

WHEREAS, the Town of Ridgeway Town Board (hereinafter referred to as "Town Board") has determined the above referenced Action to be a Type 1 Action pursuant to Part 617 of the State Environmental Quality Review (SEQR) Regulations; and

WHEREAS, the Town Board has reviewed and accepted the completed Full Environmental Assessment Form Parts 1,2 and 3 including the supporting information on the Action Prepared the MRB Group (hereinafter referred to as "Town Engineer") and

WHEREAS, The Town Board has completed the coordinated review and public comment period provided for under the SEQR Regulations; and

WHEREAS, the Town Board has designated itself as lead agency under SEQR Regulations for making the determination of significance upon said action on a separate resolution at the December 20, 2021 meeting; and

WHEREAS, the Town Board has given consideration to the criteria for determining significance as set forth in Section 617.7(c) (1) of the SEQR Regulations and the information contained in Full Environmental Assessment Forms Parts 1, 2, and 3.

NOW THEREFORE BE IT RESOLVED, THAT SAID Action **WILL NOT** result in any significant adverse environmental impacts based on the review of the Full Environmental Assessment Form; and

BE IT FINALLY RESOLVED that Town Board does hereby make a Determination of Non-Significance on said Action, the Town Supervisor is hereby directed to sign the Full Environmental Assessment Form (EAF) Part 3, the Negative Declaration, as evidence of Town Board determination of environmental non-significance.

LEFT BLANK INTENTIONALLY

TOWN OF RIDGEWAY
WATER DISTRICT NO. 15 & WATERMAIN IMPROVEMENTS PROJECT
ORLEANS COUNTY, NEW YORK 14103

**STATE ENVIRONMENTAL QUALITY REVIEW
(SEQR)
FULL ENVIRONMENTAL ASSESSMENT FORMS (EAF)
PARTS 1-3 & SUPPORTING INFORMATION**

NOVEMBER 2021

Prepared by



THE CULVER ROAD ARMORY
145 CULVER ROAD, SUITE 160, ROCHESTER, NEW YORK 14620
TELEPHONE: (585) 381-9250 FACSIMILE: (585) 381-1008

Project No. 1814.21001.000

Note: All potential impacts that have been identified in the Full EAF Part 2 as No or Small Impacts have been described in this document. Numbering is consistent as outlined in Full EAF Part 2.

1. **IMPACT OF LAND** – The proposed action may involve construction on, or physical alteration of, the land surface of the proposed site. (See Part 1, D.1)
 - a. *The proposed action may involve construction on land where depth to water table is less than 3 feet.*
 - Groundwater at the project site ranges from 1 foot to 5 feet below ground surface, according to the USDA Natural Resources Conservation Service Web Soil Survey. Appropriate dewatering measures and drainage measures will be installed during construction. The project will meet all NYS Department of Environmental Conservation (NYSDEC) requirements to assure that erosion and sedimentation are managed throughout the construction phase of the project and that all required water quality practices are in place.
 - f. *The proposed action may result in increased erosion, whether from physical disturbance or vegetation removal (including from treatment by herbicides)*
 - During the construction phase, portions of the project will be stripped of vegetation and bare soils will be exposed for periods of time. During these periods the site will be susceptible to potential erosion and discharge of sediment into adjacent waterways. Approved erosion and sediment control measures as outlined in the design plans will be implemented during construction. Erosion and sediment control measures will be inspected to ensure proper installation and function throughout the construction project.
3. **IMPACTS ON SURFACE WATER** – The proposed action may affect one or more wetlands or other surface water bodies (e.g., streams, rivers, ponds or lakes). (See Part 1, D.2, E.2.h)
 - d. *The proposed action may involve construction within or adjoining a freshwater or tidal wetland, or in the bed or banks of any other water body.*
 - The project site for the proposed action is limited to existing public right-of-ways. This work will require construction adjacent to and in some cases, crossing streams 847-671, 847-700, and 847-702. Pipe installation in proximity to wetlands and streams will likely be completed by horizontal directional drilling to minimize environmental impacts, and any temporary disturbances at stream crossings will be mitigated to the greatest extent possible. The work will be performed in compliance with all requirements of NYSDEC to ensure that contamination by silt, sediment, fuels, solvents, lubricants, or any other pollutant associated with the project are prevented, and that all disturbed areas are promptly stabilized after construction.
 - e. *The proposed action may create turbidity in a waterbody, either from upland erosion, runoff or by disturbing bottom sediments.*
 - Potential impacts to streams 847-671, 847-700, and 847-702 that may occur during the construction phase will be minimized through the use of

erosion and sediment controls designed in accordance with the 2016 New York Standards and Specifications for Erosion and Sediment Control, and in accordance with the Stormwater Pollution Prevention Plan (SWPPP).

- h. The proposed action may cause soil erosion, or otherwise create a source of stormwater discharge that may lead to siltation or other degradation of receiving water bodies.*
 - During the construction phase, portions of the project will be stripped of vegetation and bare soils will be exposed for periods of time. During these periods, the site will be susceptible to potential erosion and discharge of sediment into the existing waterways. Approved erosion and sediment control measures as outlined in the design plans will be implemented during construction. Erosion and sediment control measures will be inspected to ensure proper installation and function throughout the construction project. During the operations phase, appropriate stormwater management practices will be installed, including the stabilization of a portion of the streambank, to mitigate any generation of stormwater introduced by the project components.
 - i. The proposed action may affect the water quality of any water bodies within or downstream of the site of the proposed action.*
 - The site will be susceptible to potential erosion during construction with the potential of discharge of sediment into streams 847-671, 847-700, and 847-702. Erosion and sediment control measures will be designed and installed per the requirements set forth in the latest edition (2016) of the New York Standards and Specifications for Erosion and Sediment Control.
- 5. IMPACT ON FLOODING** - The proposed action may result in development on lands subject to flooding. (See Part 1, E.2))
- b. The proposed action may result in development within a 100-year floodplain.*
 - c. The proposed action may result in, or require, modification of existing drainage patterns.*
 - Portions of the project site are partially, and in some cases wholly within the 100-year floodplain, as detailed in the attached floodplain map. Construction will involve trench excavation, placement of piping within the trench, backfill, and surface restoration with in-kind materials. Excavation will not be excessive and will occur primarily within previously disturbed and graded areas, and the ground surface will be restored within a relatively short period of time. As such, no significant modification of existing drainage patterns is anticipated. As noted above, there are a number of New York State and Federal wetlands within close proximity to the project site, and the project will require a number of regulated stream crossings. We have begun coordination with the NYS Department of Environmental Conservation (NYSDEC) regarding the proposed directional drilling adjacent to / crossing these water bodies and will obtain the appropriate permits and clearances for the entirety of the project to ensure that any impact to existing drainage patterns is minimized. No significant impacts on floodplain resources have been identified.

7. IMPACT ON PLANTS AND ANIMALS - The proposed action may result in a loss of flora or fauna. (See Part 1. E.2. m.-q)

a. *The proposed action may cause reduction in population or loss of individuals of any threatened or endangered species, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.*

- The NYSDEC Environmental Assessment Form (EAF) Mapper did not identify the presence of Natural Communities, Endangered and/or Threatened Species, and Rare Plants and/or Animals. Further investigations using the U.S. Fish and Wildlife Service's (USFWS) Information for Planning and Consultation (IPaC) project planning tool did identify the presence of federally threatened species within the different project areas. These include Monarch Butterfly (*Danaus plexippus*). No critical habitats under USFWS jurisdiction have been identified within the project areas. The U.S. Department of Interior Fish and Wildlife Service was also consulted regarding the proposed project.

The proposed action will be located primarily within the existing road rights-of-way. It is not anticipated that any trees will need to be removed as a result of the construction, and the project will comply with all of the NYSDEC DFWMR New York Natural Heritage Project and USFWS requirements.

8. IMPACT ON AGRICULTURAL RESOURCES - The proposed action may impact agricultural resources. (Part 1. E.3.a. and b.)

h. *Other impacts: Construction within an Agricultural District.*

- Portions of the overall project are located within Orleans County Agricultural District No. 1. The Town of Ridgeway identified the NYS Department of Agriculture and Markets as an involved agency in the SEQR Coordination process. This project will be constructed primarily within existing, previously disturbed public rights-of-way, and as such, no disturbance to actively farmed prime soils is anticipated as a result of the proposed action. Furthermore, coordination with NYS Department of Agriculture and Markets as part of the permitting process and a Preliminary and Final Notice of Intent (NOI) will be completed and submitted for review and approval.

Short-term effects on agricultural resources are limited to construction-related impacts. As noted above, trench excavation and the temporary removal of ground cover within right of ways could temporarily disrupt drainage or tile lines within an agricultural fields. Construction will be primarily limited to previously disturbed right-of-ways, and the existing surface will be restored within a relatively short period of time. As such, no significant or prolonged disruption of drainage patterns is anticipated. Erosion control measures as outlined within the project design and in accordance with the "New York Standards and Specifications for Erosion and Sediment Controls" to minimize the impact of the excavation / backfill activities and to avoid sedimentation. Erosion and sediment control measures will be inspected throughout the construction project to ensure proper installation and function.

10. IMPACT ON HISTORIC AND ARCHEOLOGICAL RESOURCES - The proposed action may occur in or adjacent to a historic or archeological resource. (see Part 1. E.3.e.f., and g)

- a. *The proposed action may occur wholly or partially within, or substantially contiguous to, any buildings, archaeological site or district which is listed on or has been nominated by the NYS Board of Historic Preservation for inclusion on the State or National Register of Historic Places.*
- b. *The proposed action may occur wholly or partially within, or substantially contiguous to, an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory.*
 - The New York State Historic Preservation Office (SHPO) was contacted during the SEQR coordination period using the Cultural Resource Information System (CRIS) as portion of the project area is located in area designated as an archaeological sensitive area or to have archeological sites.

A response on behalf of SHPO has not been received, however, further coordination may be required. All future correspondences will be included in the Final Environmental Report.

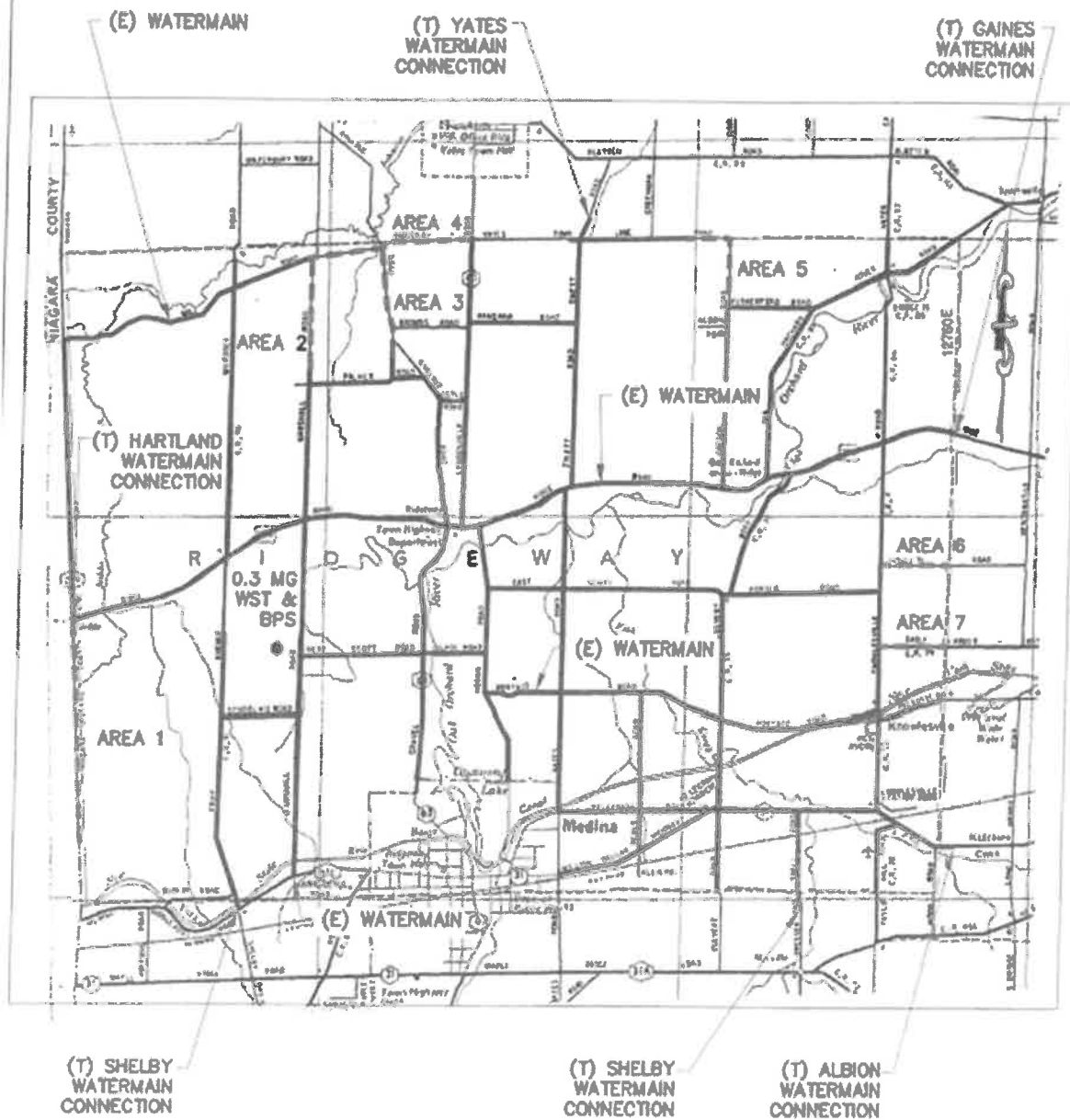
15. IMPACT ON NOISE, ODOR, AND LIGHT - The proposed action may result in an increase in noise, odors, or outdoor lighting. (See Part 1.D.2.m.,n., and o)

- f. *Other impacts: Temporary impact during construction activities only.*
 - During construction noise levels may exceed ambient conditions, however, these impacts will be small to moderate and would be temporary in nature. Construction activities would be limited to the days and times allowed by local regulation. During the construction phase mobile sources associated with construction may temporarily emit air emissions, however, these impacts will be small to moderate and would be temporary in nature.

SUPPORTING DOCUMENTATION

- *WATER DISTRICT & WATERMAIN IMPROVEMENTS MAP*
- *AGRICULTURAL DISTRICT MAP*
- *WETLAND MAPS*
- *FEMA FLOOD MAPS*
- *SHPO RELEASE OF FUNDS LETTER*

LEFT BLANK INTENTIONALLY



SCALE: N.T.S.	PROJECT NAME: TOWN OF RIDGEWAY FIGURE 3 EXISTING FACILITIES & PROPOSED WATERMAINS	MRB group Engineering, Architecture & Surveying, D.P.C. The Colver Road Annex, 241 Colver Road, Suite 104, Amherst, New York 14206 Phone: 716-461-0000 www.mrbgroup.com	Showing as furnished THE FOLLOWING IS AN EXCERPT FROM THE NEW YORK EDUCATION LAW ARTICLE 143 SECTION 7004 AND APPLIES TO THIS DRAWING: "IT IS A VIOLATION OF THIS LAW FOR ANY PERSON UNLESS ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER OR LAND SURVEYOR TO ALTER, AMEND, REPAIR, OR ADD TO ANY DRAWING BEARING THE SEAL OF AN ENGINEER OR LAND SURVEYOR. IF ANY SUCH ALTERATION, REPAIR, OR ADDITION IS MADE, THE PERSON MAKING SUCH ALTERATION, REPAIR, OR ADDITION SHALL BE SUBJECT TO THE PENALTIES PROVIDED BY LAW." Copyright © 2001
DATE: 7/2021			
PROJECT No. 1814.21001			

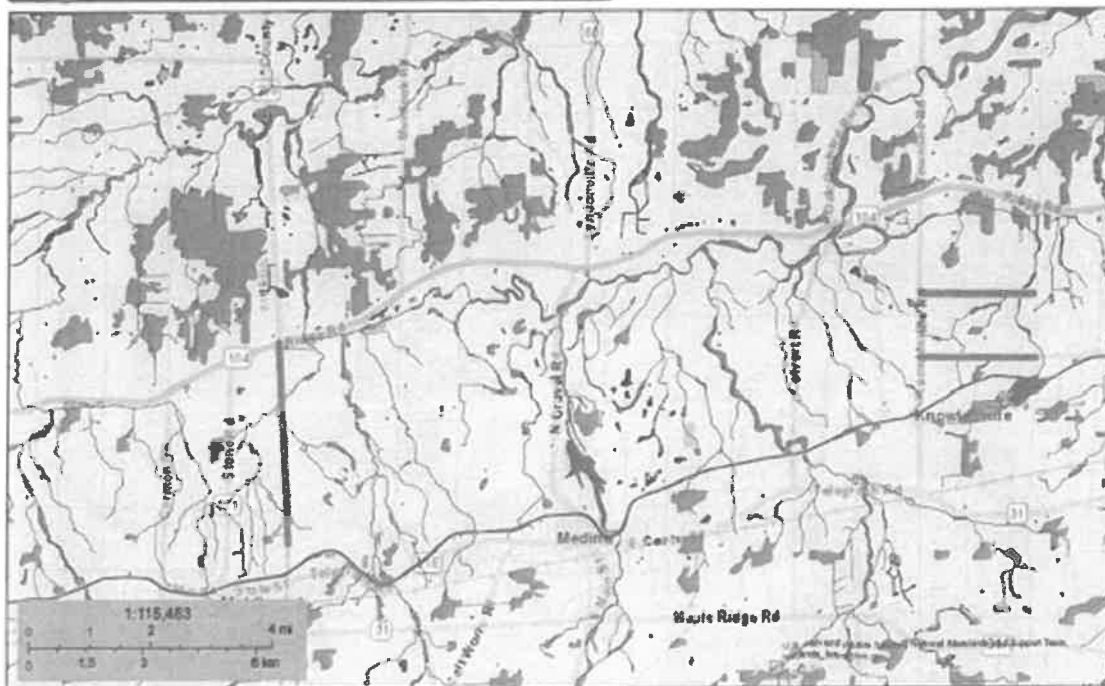
Project Area

Agricultural District

ORLE on 1

Map labels include: North Bogalusa, West Bogalusa, Medora, Oak Orchard, and various other locations. A scale bar is present in the bottom right corner.

LEFT BLANK INTENTIONALLY



September 23, 2021

Wetlands

- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland

- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond

- Lake
- Other
- Riverine

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or completeness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

Project Location

National Wetlands Inventory (NWRI)
 The map was produced by the NWRI mapper

LEFT BLANK INTENTIONALLY



September 23, 2021

Wetlands

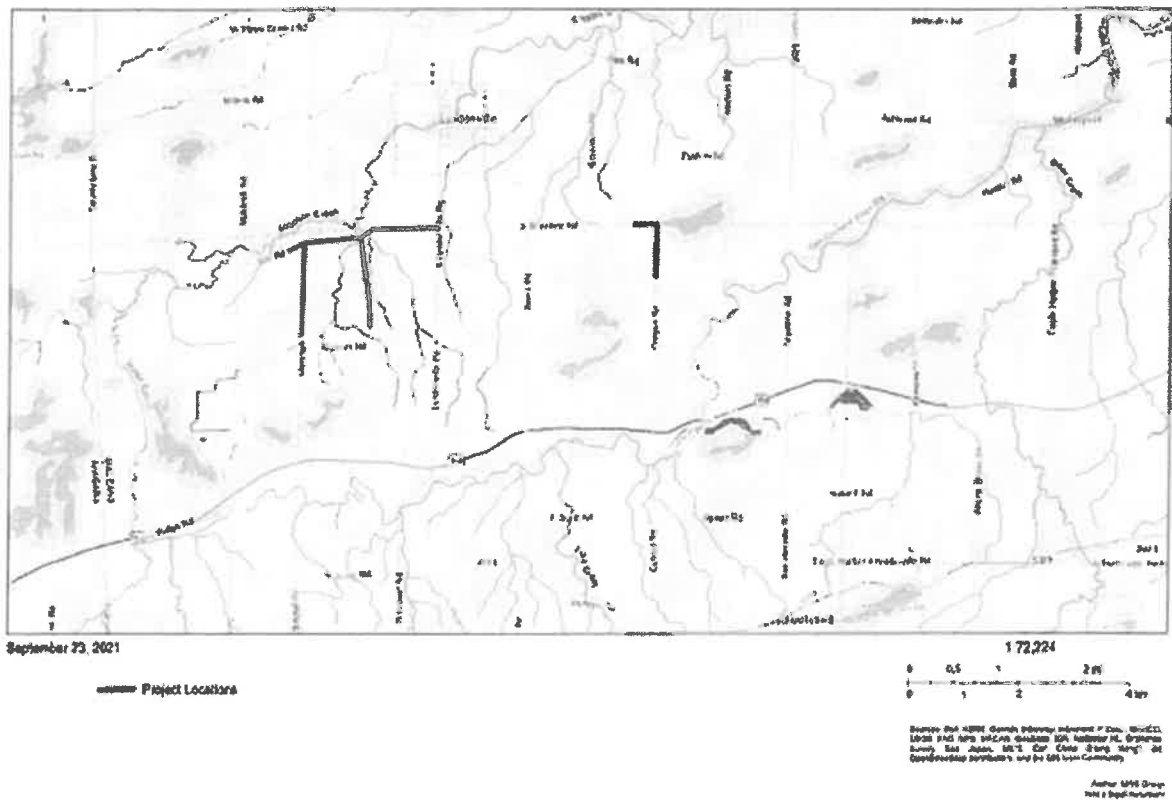
- | | | |
|--------------------------------|-----------------------------------|----------|
| Estuarine and Marine Deepwater | Freshwater Emergent Wetland | Lake |
| Estuarine and Marine Wetland | Freshwater Forested/Shrub Wetland | Other |
| | Freshwater Pond | Riverine |

The map is for general reference only. The USFWS and its partners are not responsible for the accuracy or completeness of the data shown on this map. All wetlands listed and shown on this map should be used in accordance with the legal responsibilities of the Wetlands Mapper user.

Wetlands Mapper User Guide
 The map was produced by the Wetlands Mapper

LEFT BLANK INTENTIONALLY

Town of Ridgeway - Water District No. 15



LEFT BLANK INTENTIONALLY

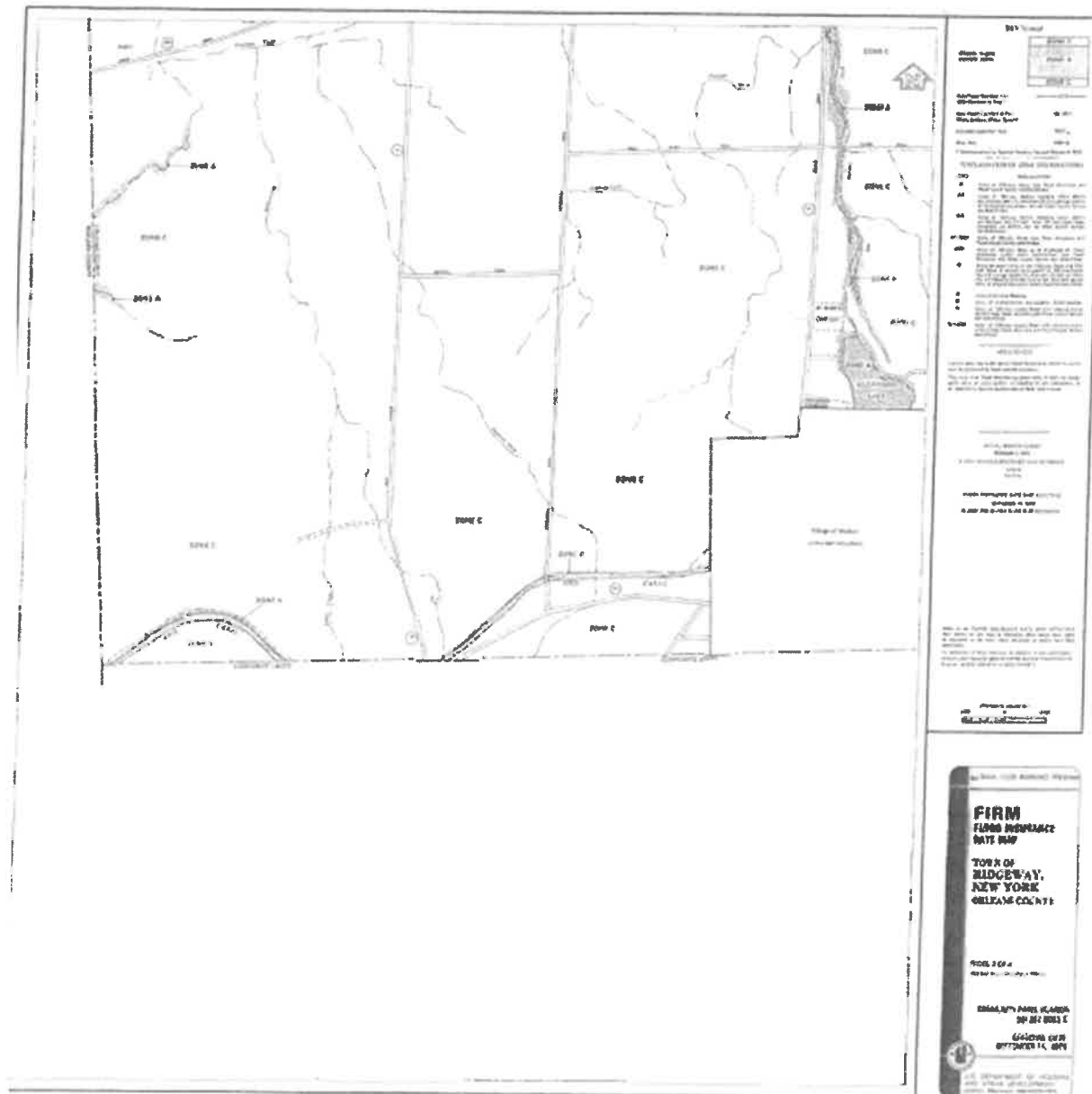
Project Location

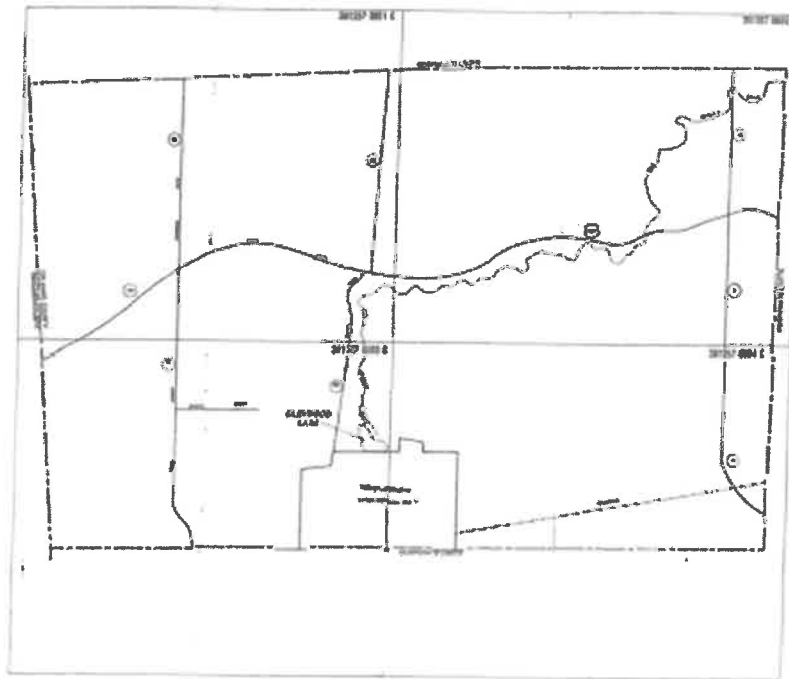
172,224

1. The above information is for the purpose of the above mentioned project and is not to be used for any other purpose.

Author: MTD Group
Title: A Night Out

LEFT BLANK INTENTIONALLY





NOT TO SCALE

Legend

Shaded Areas

Water

Highway

Other

Notes

1. All areas shown on this map are subject to change without notice.

2. The owner of this map warrants that the same is a true and correct copy of the original.

3. The owner of this map warrants that the same is a true and correct copy of the original.

4. The owner of this map warrants that the same is a true and correct copy of the original.

5. The owner of this map warrants that the same is a true and correct copy of the original.

6. The owner of this map warrants that the same is a true and correct copy of the original.

7. The owner of this map warrants that the same is a true and correct copy of the original.

8. The owner of this map warrants that the same is a true and correct copy of the original.

9. The owner of this map warrants that the same is a true and correct copy of the original.

10. The owner of this map warrants that the same is a true and correct copy of the original.

FIRM

FLANDERS ENGINEERING

SAINT MAP

TOWN OF BRIDGEWAY,

NEW YORK

OSWEGO COUNTY

MODEL 1 PAGE 1

MAP INDEX

ALL TOWNSHIPS

REMARKS: THIS MAP WAS PREPARED BY THE FIRM OF FLANDERS ENGINEERING, INC. ON OCTOBER 14, 1971.

DATE: OCTOBER 14, 1971

BY: [Signature]

Gittens, Sherman

From: New York State Parks CRIS Application <cris.web@parks.ny.gov>
Sent: Thursday, August 12, 2021 2:40 PM
To: White, Angelina
Subject: SHPO Initial Consultation Submission Token

This message is a notification from the New York State Historic Preservation Office (SHPO) through its Cultural Resource Information System (CRIS). An initial project submission has been created for which you were identified as a contact. This submission has been assigned the following unique 12-character token to help manage the submission: 9ERJC3YTFPL6

No action on your part is required at this time. You will receive future email notifications with the project name and agency reference number (if applicable) when the submission is received, marked insufficient, or accepted by SHPO.

If you have any questions about CRIS, please contact CRIS Help at CRISHelp@parks.ny.gov. For any other questions, please call 518-237-8643.

Sincerely,

New York State Historic Preservation Office
Peebles Island State Park, P.O. Box 189, Waterford, NY 12188-0189
518-237-8643 | <https://parks.ny.gov/shpo>
CRIS: <https://cris.parks.ny.gov>

Are you registered to vote? [Register to vote online today.](#) Moved recently? Update your information with the NYS Board of Elections. Not sure if you're registered to vote? [Search your voter registration status.](#)

You are receiving this email as part of an online service administered by New York State Parks, Recreation and Historic Preservation's Division for Historic Preservation, also known as the New York State Historic Preservation Office (SHPO). The Cultural Resource Information System (CRIS) is an advanced Geographic Information System application that provides access to New York State's vast historic and cultural resource databases and digitized paper records. In addition, CRIS serves as an interactive portal for agencies, municipalities and the public who use or require consultation with our agency on historic preservation programs or issues.

Our email to you is in direct response to material that was submitted to our office regarding a project for which you were identified as a contact. Such projects include actions that are reviewable by our agency under the National Historic Preservation Act of 1966 (Section 106), the New York State Historic Preservation Act (Section 14.09 NYSPRHPL), or the State Environmental Quality Review Act (SEQRA).

If you did not enter this project directly into CRIS, you are receiving this notification as SHPO or another project contact has entered it in our system. You will receive future correspondence for this project via email.



**Parks, Recreation,
and Historic Preservation**

KATHY HOCHUL
Governor

ERIK KULLESEID
Commissioner

September 23, 2021

John Helgren
State Engineer
USDA-RD
441 South Salina Street, Suite 357
Syracuse, NY 13202-2425

Re: USDA
Ridgeway Water District No. 15 and Watermain Improvements Project
Niagara Orleans County Line Road, Marshall Road, Angling Road, Mill Road, South
Town Line Road, Oregon Road, Howlett Road and Eagle Harbor-Knowlesville Road,
Ridgeway, Orleans County, NY
21PR05420

Dear John Helgren:

The SHPO understands that there are temporal and financial concerns regarding this project that require a letter from SHPO so that funds may be committed. The SHPO does not oppose the obligation of funds for this project as long as there is a commitment from the Town of Ridgeway to conduct any SHPO recommended cultural resource investigations, prior to construction, and with the USDA-Rural Development's concurrence.

At present we have issued a request for additional information regarding the proposed project's group disturbing impacts. When the project plans have been further realized, please submit the requested information and site plan maps using the following link:
<https://cris.parks.ny.gov/?type=CR&id=QRNVSCD3KLGP>.

If further correspondence is required regarding this project, please refer to the project number (PR) noted above. If you have any questions, I can be reached via e-mail at Josalyn.Ferguson@parks.ny.gov.

Sincerely,

Josalyn Ferguson, Ph.D.
Scientist Archaeology

via e-mail only

c.c. Angelina White, MRB Group
c.c. Sherman Gittens, MRB Group

If you are a registered CRIS user and the creator of this submission, you may edit the submission through the **My Submissions** tab on your Home dashboard. Otherwise, you may view or edit this submission in CRIS as follows:

1. Click or browse to CRIS: <https://cris.parks.ny.gov>
2. At the CRIS Legal Disclaimer, click **I Agree** to proceed.
3. Click **Proceed as Guest** or log in with an NY.gov ID account.
4. In the top navigation bar, click **Submit**.
5. On the Submit page, click the Consultation tile. Paste the submission Token (9ERJC3YTFPL6) in the text box and click the **Continue** button.
6. The CRIS Submit application will open in a new browser tab.

LEFT BLANK INTENTIONALLY

Full Environmental Assessment Form
Part 2 - Identification of Potential Project Impacts

Agency Use Only (If applicable)
 Project : Highway Water District No. 53 & Water
 Date : November 13, 2021

Part 2 is to be completed by the lead agency. Part 2 is designed to help the lead agency inventory all potential resources that could be affected by a proposed project or action. We recognize that the lead agency's reviewer(s) will not necessarily be environmental professionals. So, the questions are designed to walk a reviewer through the assessment process by providing a series of questions that can be answered using the information found in Part 1. To further assist the lead agency in completing Part 2, the form identifies the most relevant questions in Part 1 that will provide the information needed to answer the Part 2 question. When Part 2 is completed, the lead agency will have identified the relevant environmental areas that may be impacted by the proposed activity.

If the lead agency is a state agency and the action is in any Coastal Area, complete the Coastal Assessment Form before proceeding with this assessment.

Tips for completing Part 2:

- Review all of the information provided in Part 1.
- Review any application, maps, supporting materials and the Full EAF Workbook.
- Answer each of the 18 questions in Part 2.
- If you answer "Yes" to a numbered question, please complete all the questions that follow in that section.
- If you answer "No" to a numbered question, move on to the next numbered question.
- Check appropriate column to indicate the anticipated size of the impact.
- Proposed projects that would exceed a numeric threshold contained in a question should result in the reviewing agency checking the box "Moderate to large impact may occur."
- The reviewer is not expected to be an expert in environmental analysis.
- If you are not sure or undecided about the size of an impact, it may help to review the sub-questions for the general question and consult the workbook.
- When answering a question consider all components of the proposed activity, that is, the "whole action".
- Consider the possibility for long-term and cumulative impacts as well as direct impacts.
- Answer the question in a reasonable manner considering the scale and context of the project.

1. Impact on Land Proposed action may involve construction on, or physical alteration of, the land surface of the proposed site. (See Part 1. D.1) If "Yes", answer questions a - j. If "No", move on to Section 2.			
		<input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may involve construction on land where depth to water table is less than 3 feet.	I-2d	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may involve construction on slopes of 15% or greater.	E2f	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may involve construction on land where bedrock is exposed, or generally within 5 feet of existing ground surface.	E2a	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve the excavation and removal of more than 1,000 tons of natural material.	D2a	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may involve construction that continues for more than one year or in multiple phases.	D1c	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result in increased erosion, whether from physical disturbance or vegetation removal (including from treatment by herbicides).	D2c, D2q	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. The proposed action is, or may be, located within a Coastal Erosion hazard area.	B1i	<input checked="" type="checkbox"/>	<input type="checkbox"/>
h. Other impacts:		<input checked="" type="checkbox"/>	<input type="checkbox"/>

2. Impact on Geological Features The proposed action may result in the modification or destruction of, or inhibit access to, any unique or unusual land forms on the site (e.g., cliffs, dunes, minerals, fossils, caves). (See Part I. E.2.g) <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES <i>If "Yes", answer questions a - c. If "No", move on to Section 3.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Identify the specific land form(s) attached: _____	E2g	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may affect or is adjacent to a geological feature listed as a registered National Natural Landmark. Specific feature: _____	E3c	<input type="checkbox"/>	<input type="checkbox"/>
c. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

3. Impacts on Surface Water The proposed action may affect one or more wetlands or other surface water bodies (e.g., streams, rivers, ponds or lakes). (See Part I. D.2, E.2.h) <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES <i>If "Yes", answer questions a - i. If "No", move on to Section 4.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may create a new water body.	D2b, D1h	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in an increase or decrease of over 10% or more than a 10 acre increase or decrease in the surface area of any body of water.	D2b	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may involve dredging more than 100 cubic yards of material from a wetland or water body.	D2a	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve construction within or adjoining a freshwater or tidal wetland, or in the bed or banks of any other water body.	E2h	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may create turbidity in a waterbody, either from upland erosion, runoff or by disturbing bottom sediments.	D2a, D2h	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may include construction of one or more intake(s) for withdrawal of water from surface water.	D2c	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may include construction of one or more outfall(s) for discharge of wastewater to surface water(s).	D2d	<input checked="" type="checkbox"/>	<input type="checkbox"/>
h. The proposed action may cause soil erosion, or otherwise create a source of stormwater discharge that may lead to siltation or other degradation of receiving water bodies.	D2e	<input checked="" type="checkbox"/>	<input type="checkbox"/>
i. The proposed action may affect the water quality of any water bodies within or downstream of the site of the proposed action.	E2h	<input checked="" type="checkbox"/>	<input type="checkbox"/>
j. The proposed action may involve the application of pesticides or herbicides in or around any water body.	D2q, E2h	<input checked="" type="checkbox"/>	<input type="checkbox"/>
k. The proposed action may require the construction of new, or expansion of existing, wastewater treatment facilities.	D1a, D2d	<input checked="" type="checkbox"/>	<input type="checkbox"/>

1. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>
-------------------------	--	--------------------------	--------------------------

4. Impact on groundwater The proposed action may result in new or additional use of ground water, or may have the potential to introduce contaminants to ground water or an aquifer. (See Part 1. D.2.a, D.2.c, D.2.d, D.2.p, D.2.q, D.2.t) If "Yes", answer questions a - h. If "No", move on to Section 5.			
		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may require new water supply wells, or create additional demand on supplies from existing water supply wells.	D2c	<input type="checkbox"/>	<input type="checkbox"/>
b. Water supply demand from the proposed action may exceed safe and sustainable withdrawal capacity rate of the local supply or aquifer. Cite Source: _____	D2c	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may allow or result in residential uses in areas without water and sewer services.	D1a, D2c	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may include or require wastewater discharged to groundwater.	D2d, E2l	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in the construction of water supply wells in locations where groundwater is, or is suspected to be, contaminated.	D2c, E1f, E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may require the bulk storage of petroleum or chemical products over ground water or an aquifer.	D2p, E2l	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may involve the commercial application of pesticides within 100 feet of potable drinking water or irrigation sources.	E2h, D2q, E2l, D2c	<input type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

5. Impact on Flooding The proposed action may result in development on lands subject to flooding. (See Part 1. E.2) If "Yes", answer questions a - g. If "No", move on to Section 6.			
		<input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in development in a designated floodway.	E2i	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in development within a 100 year floodplain.	E2j	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in development within a 500 year floodplain.	E2k	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in, or require, modification of existing drainage patterns.	D2b, D2e	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may change flood water flows that contribute to flooding.	D2b, E2i, E2j, E2k	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. If there is a dam located on the site of the proposed action, is the dam in need of repair, or upgrade?	E1e	<input checked="" type="checkbox"/>	<input type="checkbox"/>

g. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>
-------------------------	--	--------------------------	--------------------------

6. Impacts on Air The proposed action may include a state regulated air emission source. (See Part 1. D.2.f., D.2.h, D.2.g) <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES <i>If "Yes", answer questions a - f. If "No", move on to Section 7.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. If the proposed action requires federal or state air emission permits, the action may also emit one or more greenhouse gases at or above the following levels: i. More than 1000 tons/year of carbon dioxide (CO ₂) ii. More than 3.5 tons/year of nitrous oxide (N ₂ O) iii. More than 1000 tons/year of carbon equivalent of perfluorocarbons (PFCs) iv. More than .045 tons/year of sulfur hexafluoride (SF ₆) v. More than 1000 tons/year of carbon dioxide equivalent of hydrochlorofluorocarbons (HFCs) emissions vi. 43 tons/year or more of methane	D2g D2g D2g D2g D2g D2h	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
b. The proposed action may generate 10 tons/year or more of any one designated hazardous air pollutant, or 25 tons/year or more of any combination of such hazardous air pollutants.	D2g	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may require a state air registration, or may produce an emissions rate of total contaminants that may exceed 5 lbs. per hour, or may include a heat source capable of producing more than 10 million BTU's per hour.	D2f, D2g	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may reach 50% of any of the thresholds in "a" through "c", above.	D2g	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in the combustion or thermal treatment of more than 1 ton of refuse per hour.	D2s	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

7. Impact on Plants and Animals The proposed action may result in a loss of flora or fauna. (See Part 1. E.2. m.-q.) <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES <i>If "Yes", answer questions a - j. If "No", move on to Section 8.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may cause reduction in population or loss of individuals of any threatened or endangered species, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2o	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in a reduction or degradation of any habitat used by any rare, threatened or endangered species, as listed by New York State or the federal government.	E2o	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may cause reduction in population, or loss of individuals, of any species of special concern or conservation need, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2p	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in a reduction or degradation of any habitat used by any species of special concern and conservation need, as listed by New York State or the Federal government.	E2p	<input checked="" type="checkbox"/>	<input type="checkbox"/>

e. The proposed action may diminish the capacity of a registered National Natural Landmark to support the biological community it was established to protect.	E3c	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result in the removal of, or ground disturbance in, any portion of a designated significant natural community. Source: _____	E2n	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may substantially interfere with nesting/breeding, foraging, or over-wintering habitat for the predominant species that occupy or use the project site.	E2m	<input checked="" type="checkbox"/>	<input type="checkbox"/>
h. The proposed action requires the conversion of more than 10 acres of forest, grassland or any other regionally or locally important habitat. Habitat type & information source: _____	E1b	<input checked="" type="checkbox"/>	<input type="checkbox"/>
i. Proposed action (commercial, industrial or recreational projects, only) involves use of herbicides or pesticides.	D2q	<input checked="" type="checkbox"/>	<input type="checkbox"/>
j. Other impacts: _____		<input checked="" type="checkbox"/>	<input type="checkbox"/>

8. Impact on Agricultural Resources The proposed action may impact agricultural resources. (See Part 1, E.3.a. and b.) <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES If "Yes", answer questions a - h. If "No", move on to Section 9.			
	Relevant Part 1 Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may impact soil classified within soil group 1 through 4 of the NYS Land Classification System.	E2c, E3b	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may sever, cross or otherwise limit access to agricultural land (includes cropland, hayfields, pasture, vineyard, orchard, etc).	E1a, E1b	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in the excavation or compaction of the soil profile of active agricultural land.	E3b	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may irreversibly convert agricultural land to non-agricultural uses, either more than 2.5 acres if located in an Agricultural District, or more than 10 acres if not within an Agricultural District.	E1b, E3a	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may disrupt or prevent installation of an agricultural land management system.	E1a, E1b	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result, directly or indirectly, in increased development potential or pressure on farmland.	C2c, C3, D2c, D2d	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. The proposed project is not consistent with the adopted municipal Farmland Protection Plan.	C2c	<input checked="" type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: <u>Construction within an Agricultural District.</u>		<input checked="" type="checkbox"/>	<input type="checkbox"/>

9. Impact on Aesthetic Resources
The land use of the proposed action are obviously different from, or are in sharp contrast to, current land use patterns between the proposed project and a scenic or aesthetic resource. (Part I. E.1.a, E.1.b, E.3.h.)
If "Yes", answer questions a - g. If "No", go to Section 10.

☒ NO ☐ YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Proposed action may be visible from any officially designated federal, state, or local scenic or aesthetic resource.	E3h	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the obstruction, elimination or significant screening of one or more officially designated scenic views.	E3h, C2b	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may be visible from publicly accessible vantage points: i. Seasonally (e.g., screened by summer foliage, but visible during other seasons) ii. Year round	E3h	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
d. The situation or activity in which viewers are engaged while viewing the proposed action is: i. Routine travel by residents, including travel to and from work ii. Recreational or tourism based activities	E3h E2q, E1c	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
e. The proposed action may cause a diminishment of the public enjoyment and appreciation of the designated aesthetic resource.	E3h	<input type="checkbox"/>	<input type="checkbox"/>
f. There are similar projects visible within the following distance of the proposed project: 0-1/2 mile 1/4 -3 mile 3-5 mile 5+ mile	D1a, E1a, D1f, D1g	<input type="checkbox"/>	<input type="checkbox"/>
g. Other impacts:		<input type="checkbox"/>	<input type="checkbox"/>

10. Impact on Historic and Archeological Resources
The proposed action may occur in or adjacent to a historic or archaeological resource. (Part I. E.3.e, f. and g.)
If "Yes", answer questions a - e. If "No", go to Section 11.

☐ NO ☒ YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may occur wholly or partially within, or substantially contiguous to, any buildings, archaeological site or district which is listed on the National or State Register of Historical Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places.	E3e	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may occur wholly or partially within, or substantially contiguous to, an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory.	E3f	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may occur wholly or partially within, or substantially contiguous to, an archaeological site not included on the NY SHPO inventory. Source: _____	E3g	<input checked="" type="checkbox"/>	<input type="checkbox"/>

d. Other impacts: _____		<input checked="" type="checkbox"/>	<input type="checkbox"/>
If any of the above (a-d) are answered "Moderate to large impact may occur", continue with the following questions to help support conclusions in Part 3:			
i. The proposed action may result in the destruction or alteration of all or part of the site or property.	E3c, E3g, E3f	<input checked="" type="checkbox"/>	<input type="checkbox"/>
ii. The proposed action may result in the alteration of the property's setting or integrity.	E3e, E3f, E3g, E1a, E1b	<input checked="" type="checkbox"/>	<input type="checkbox"/>
iii. The proposed action may result in the introduction of visual elements which are out of character with the site or property, or may alter its setting.	E3c, E3f, E3g, E3h, C2, C3	<input checked="" type="checkbox"/>	<input type="checkbox"/>

11. Impact on Open Space and Recreation The proposed action may result in a loss of recreational opportunities or a reduction of an open space resource as designated in any adopted municipal open space plan. <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES (See Part 1. C.2.c, E.1.c., E.2.q.) If "Yes", answer questions a - e. If "No", go to Section 12.			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in an impairment of natural functions, or "ecosystem services", provided by an undeveloped area, including but not limited to stormwater storage, nutrient cycling, wildlife habitat.	D2c, E1b, E2h, E2m, E2o, E2n, E2p	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the loss of a current or future recreational resource.	C2a, E1c, C2c, E2q	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may eliminate open space or recreational resource in an area with few such resources.	C2a, C2c, E1c, E2q	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in loss of an area now used informally by the community as an open space resource.	C2c, E1c	<input type="checkbox"/>	<input type="checkbox"/>
e. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

12. Impact on Critical Environmental Areas The proposed action may be located within or adjacent to a critical environmental area (CEA). (See Part 1. E.3.d) <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES If "Yes", answer questions a - c. If "No", go to Section 13.			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in a reduction in the quantity of the resource or characteristic which was the basis for designation of the CEA.	E3d	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in a reduction in the quality of the resource or characteristic which was the basis for designation of the CEA.	E3d	<input type="checkbox"/>	<input type="checkbox"/>
c. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

13. Impact on Transportation
 The proposed action may result in a change to existing transportation systems. ☒ NO ☐ YES
 (See Part I, D.2.j)
 If "Yes", answer questions a - f. If "No", go to Section 14.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Projected traffic increase may exceed capacity of existing road network.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the construction of paved parking area for 500 or more vehicles.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action will degrade existing transit access.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action will degrade existing pedestrian or bicycle accommodations.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may alter the present pattern of movement of people or goods.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

14. Impact on Energy
 The proposed action may cause an increase in the use of any form of energy. ☒ NO ☐ YES
 (See Part I, D.2.k)
 If "Yes", answer questions a - e. If "No", go to Section 15.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action will require a new, or an upgrade to an existing, substation.	D2k	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action will require the creation or extension of an energy transmission or supply system to serve more than 50 single or two-family residences or to serve a commercial or industrial use.	D1f, D1q, D2k	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may utilize more than 2,500 MWhrs per year of electricity.	D2k	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve heating and/or cooling of more than 100,000 square feet of building area when completed.	D1g	<input type="checkbox"/>	<input type="checkbox"/>
e. Other Impacts: _____			

15. Impact on Noise, Odor, and Light
 The proposed action may result in an increase in noise, odors, or outdoor lighting. ☐ NO ☒ YES
 (See Part I, D.2.m., n., and o.)
 If "Yes", answer questions a - f. If "No", go to Section 16.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may produce sound above noise levels established by local regulation.	D2m	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in blasting within 1,500 feet of any residence, hospital, school, licensed day care center, or nursing home.	D2m, E1d	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in routine odors for more than one hour per day.	D2o	<input checked="" type="checkbox"/>	<input type="checkbox"/>

d. The proposed action may result in light shining onto adjoining properties.	D2n	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in lighting creating sky-glow brighter than existing area conditions.	D2n, E1a	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: <u>Temporary impact during construction only</u>		<input checked="" type="checkbox"/>	<input type="checkbox"/>

16. Impact on Human Health

The proposed action may have an impact on human health from exposure to new or existing sources of contaminants. (See Part 1.D.2.q., E.1. d. f. g. and h.)

☒ NO

☐ YES

If "Yes", answer questions a - m. If "No", go to Section 17.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action is located within 1500 feet of a school, hospital, licensed day care center, group home, nursing home or retirement community.	E1d	<input type="checkbox"/>	<input type="checkbox"/>
b. The site of the proposed action is currently undergoing remediation.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
c. There is a completed emergency spill remediation, or a completed environmental site remediation on, or adjacent to, the site of the proposed action.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
d. The site of the action is subject to an institutional control limiting the use of the property (e.g., easement or deed restriction).	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may affect institutional control measures that were put in place to ensure that the site remains protective of the environment and human health.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action has adequate control measures in place to ensure that future generation, treatment and/or disposal of hazardous wastes will be protective of the environment and human health.	D2t	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action involves construction or modification of a solid waste management facility.	D2q, E1f	<input type="checkbox"/>	<input type="checkbox"/>
h. The proposed action may result in the unearthing of solid or hazardous waste.	D2q, E1f	<input type="checkbox"/>	<input type="checkbox"/>
i. The proposed action may result in an increase in the rate of disposal, or processing, of solid waste.	D2r, D2s	<input type="checkbox"/>	<input type="checkbox"/>
j. The proposed action may result in excavation or other disturbance within 2000 feet of a site used for the disposal of solid or hazardous waste.	E1f, E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
k. The proposed action may result in the migration of explosive gases from a landfill site to adjacent off site structures.	E1f, E1g	<input type="checkbox"/>	<input type="checkbox"/>
l. The proposed action may result in the release of contaminated leachate from the project site.	D2s, E1f, D2r	<input type="checkbox"/>	<input type="checkbox"/>
m. Other impacts: _____			

17. Consistency with Community Plans The proposed action is not consistent with adopted land use plans. (See Part 1. C.1, C.2, and C.3.) If "Yes", answer questions a - h. If "No", go to Section 18.			
		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action's land use components may be different from, or in sharp contrast to, current surrounding land use pattern(s).	C2, C3, D1a E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action will cause the permanent population of the city, town or village in which the project is located to grow by more than 5%.	C2	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action is inconsistent with local land use plans or zoning regulations.	C2, C2, C3	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action is inconsistent with any County plans, or other regional land use plans.	C2, C2	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may cause a change in the density of development that is not supported by existing infrastructure or is distant from existing infrastructure.	C3, D1c, D1d, D1f, D1d, E1b	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action is located in an area characterized by low density development that will require new or expanded public infrastructure.	C4, D2c, D2d D2j	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may induce secondary development impacts (e.g., residential or commercial development not included in the proposed action)	C2a	<input type="checkbox"/>	<input type="checkbox"/>
h. Other: _____		<input type="checkbox"/>	<input type="checkbox"/>

18. Consistency with Community Character The proposed project is inconsistent with the existing community character. (See Part 1. C.2, C.3, D.2, E.3) If "Yes", answer questions a - g. If "No", proceed to Part 3.			
		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may replace or eliminate existing facilities, structures, or areas of historic importance to the community.	E3e, E3f, E3g	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may create a demand for additional community services (e.g. schools, police and fire)	C4	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may displace affordable or low-income housing in an area where there is a shortage of such housing.	C2, C3, D1f D1g, E1a	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may interfere with the use or enjoyment of officially recognized or designated public resources.	C2, E3	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action is inconsistent with the predominant architectural scale and character.	C2, C3	<input type="checkbox"/>	<input type="checkbox"/>
f. Proposed action is inconsistent with the character of the existing natural landscape.	C2, C3 E1a, E1b E2c, F2h	<input type="checkbox"/>	<input type="checkbox"/>
g. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

PRINT FULL FORM

Full Environmental Assessment Form
Part 3 - Evaluation of the Magnitude and Importance of Project Impacts
and
Determination of Significance

Part 3 provides the reasons in support of the determination of significance. The lead agency must complete Part 3 for every question in Part 2 where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.

Based on the analysis in Part 3, the lead agency must decide whether to require an environmental impact statement to further assess the proposed action or whether available information is sufficient for the lead agency to conclude that the proposed action will not have a significant adverse environmental impact. By completing the certification on the next page, the lead agency can complete its determination of significance.

Reasons Supporting This Determination:

To complete this section:

- Identify the impact based on the Part 2 responses and describe its magnitude. Magnitude considers factors such as severity, size or extent of an impact.
- Assess the importance of the impact. Importance relates to the geographic scope, duration, probability of the impact occurring, number of people affected by the impact and any additional environmental consequences if the impact were to occur.
- The assessment should take into consideration any design element or project changes.
- Repeat this process for each Part 2 question where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.
- Provide the reason(s) why the impact may, or will not, result in a significant adverse environmental impact
- For Conditional Negative Declarations identify the specific condition(s) imposed that will modify the proposed action so that no significant adverse environmental impacts will result.
- Attach additional sheets, as needed.

The proposed Action is consistent with the character of the community and surrounding neighborhood. The proposed Town of Ridgeway - Water District No. 15 & Watermain Improvements project WILL NOT have a significant impact on the surrounding lands, surface water, flooding, traffic, energy use, wildlife, aesthetic resources, natural resources, flooding or drainage, or human health.

The Town of Ridgeway Town Board has reviewed and accepted Part 1 of the Full Environmental Assessment Form (EAF) for this action. The Town Board completed a coordinated review under the State Environmental Quality Review (SEQR) Regulations and received no objections to being designated Lead Agency. The Town Board in a separate resolution designated themselves as lead agency, and as lead agency for this Action under the provisions of Part 617 of the SEQR Regulations has given a thorough and comprehensive evaluation of the impacts likely to result from the proposed Action. Based upon this evaluation and the Town Board's review of the Full EAF Part 2 and Part 3, the Town Board in a separate resolution adopted on Tuesday, July 27, 2021 has determined the proposed Action will not likely result in a significant adverse impact upon the environment and that a Negative Declaration is issued. Please see the attached documentation supporting the Full EAF in support of this decision.

Determination of Significance - Type 1 and Unlisted Actions

SEQR Status: ☒ Type 1 ☐ Unlisted

Identify portions of EAF completed for this Project: ☒ Part 1 ☒ Part 2 ☒ Part 3

Upon review of the information recorded on this EAF, as noted, plus this additional support information
Full Environmental Assessment Form (EAF) Part 3 and the supporting documentation to the EAF and project maps.

and considering both the magnitude and importance of each identified potential impact, it is the conclusion of the
Town of Ridgeway Town Board as lead agency that:

☒ A. This project will result in no significant adverse impacts on the environment, and, therefore, an environmental impact statement need not be prepared. Accordingly, this negative declaration is issued.

☐ B. Although this project could have a significant adverse impact on the environment, that impact will be avoided or substantially mitigated because of the following conditions which will be required by the lead agency:

There will, therefore, be no significant adverse impacts from the project as conditioned, and, therefore, this conditioned negative declaration is issued. A conditioned negative declaration may be used only for UNLISTED actions (see 6 NYCRR 617.7(d)).

☐ C. This Project may result in one or more significant adverse impacts on the environment, and an environmental impact statement must be prepared to further assess the impact(s) and possible mitigation and to explore alternatives to avoid or reduce those impacts. Accordingly, this positive declaration is issued.

Name of Action: Town of Ridgeway - Water District No.15 & Watermain Improvements

Name of Lead Agency: Town of Ridgeway Town Board

Name of Responsible Officer in Lead Agency: Brian P. Napoli

Title of Responsible Officer: Supervisor, Town of Ridgeway

Signature of Responsible Officer in Lead Agency:

Brian P. Napoli

Date: 12/21/21

Signature of Preparer (if different from Responsible Officer)

Stephen R. Logue - MRS Group

Date:

For Further Information:

Contact Person: Brian P. Napoli

Address: 410 West Ave, Ridgeway New York 14103

Telephone Number: 585-798-0730

E-mail:

For Type 1 Actions and Conditioned Negative Declarations, a copy of this Notice is sent to:

Chief Executive Officer of the political subdivision in which the action will be principally located (e.g., Town / City / Village of)

Other involved agencies (if any)

Applicant (if any)

Environmental Notice Bulletin: <http://www.dec.ny.gov/enb/enb.html>

PRINT FULL FORM

Offered by Councilman Stalker who moved its adoption.
Seconded by Councilman Toussaint.

Resolution No.90-12/20/2021

REOLUTION; APPROVE THE SERVICE
AGREEMENT WITH LaBELLA AND
ASSOCIATES FOR THE PURPOSE OF
CONDUCTING WELL SAMPLINGS FOR WD#15
AUTHORIZE SUPERVISOR TO SIGN.

Offered by councilman Toussaint who moved its adoption.
Seconded by Councilman Stalker.

Adopted:

5 yes

0 no

LEFT BLANK INTENTIONALLY

Professional Services Agreement

Agreement made the 21 day of December, 2021
between

LaBella Associates, D.P.C.
("LaBella")

and

Town of Ridgeway
("Client")

for services related to the following Project:

Residential Water Well Sampling – Water District No. 15
Town of Ridgeway, Orleans County, New York
LaBella Proposal No. P2200038
("Project")

LaBella and Client hereby agree as follows:

1. **Description of Services:** LaBella shall perform the services set forth and described in LaBella's proposal, dated November 4, 2021, a copy of which is attached as *Exhibit A*, in accordance with the terms and conditions of this contract attached as *Exhibit B*.
2. **Compensation for Services:** Client shall compensate LaBella for its professional services as set forth in LaBella's proposal. LaBella shall submit invoices for services rendered on a monthly basis. Client shall make payment to LaBella no later than thirty (30) days after the date of each invoice.
3. **Term:** LaBella shall commence performing its services when Client gives notice to proceed. This Agreement shall terminate when LaBella's services are completed, or as otherwise provided in this Agreement.

4. **Insurance:** LaBella shall maintain, at its own expense, throughout the term of this Agreement and until the expiration of all applicable statutes of limitation, the following insurance coverages:

- Comprehensive general liability insurance with policy limits of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate for bodily injury and property damage;
- Automobile liability insurance covering owned, non-owned, rented and hired vehicles operated by LaBella with policy limits of not less than \$1,000,000 combined single limit and aggregate for bodily injury and property damage;
- Umbrella liability insurance with policy limits of not less than \$10,000,000 each occurrence and \$10,000,000 in the aggregate;
- Worker's compensation insurance at statutory limits and employer's liability insurance with a policy limit of not less than \$1,000,000 for all employees engaged in the rendering of professional services under this Agreement; and
- Professional liability insurance with policy limits of not less than \$5,000,000 per claim and \$5,000,000 in the aggregate.

Client shall be named as an additional insured on a primary and non-contributory basis under the CGL, Automobile and Umbrella insurance policies. LaBella shall provide to the Client certificates of insurance evidencing compliance with the requirements of this Agreement. The certificates shall contain a provision that at least thirty (30) days prior written notice shall be given to Client in the event of cancellation, non-renewal, or reduction of the insurance.

5. **Indemnification:** To the fullest extent permitted by law, LaBella shall indemnify and hold the Client and its officers and employees harmless from and against liabilities, damages, losses and judgments, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of LaBella, its employees and its consultants in the performance of professional services under this Agreement. Client agrees that LaBella's financial responsibility for any and all liabilities, damages, losses, judgments, expenses and attorneys' fees shall be limited to the lesser of \$10,000 or the available proceeds of LaBella's insurance coverage.

LaBella Associates, D.P.C.

Town of Ridgeway

By: _____

By: Brian Napoli

Name _____

Name BRIAN NAPOLI

Title _____

Title SUPERVISOR

Date: _____

Date 12/21/21

Exhibit A
LaBella's Proposal

Exhibit B
Terms and Conditions

Terms and Conditions

LaBella's Responsibilities: LaBella shall designate a representative authorized to act on its behalf with respect to the Project. All notices required under this Agreement shall be given to that representative.

LaBella shall perform its services consistent with the professional skill and care ordinarily provided by members of the same profession practicing in the same or similar locality under the same or similar circumstances. LaBella shall perform its services as expeditiously as is consistent with such professional skill and care, and the orderly progress of the Project.

LaBella shall comply with all applicable federal, state, and local laws and regulations in effect during the term of this Agreement. LaBella shall promptly inform Client of any changes to any laws and regulations that LaBella reasonably believes will have a material effect upon the cost of the Project, or the scope of LaBella's services. In such event, Client and LaBella shall renegotiate the terms of this Agreement, and if unable to do so, then either party may terminate this Agreement without cause and without penalty or liability to the other party.

Client's Responsibilities: Client shall designate a representative authorized to act on its behalf with respect to the Project. All notices required under this Agreement shall be given to that representative.

Client shall provide LaBella with all available information regarding the Project necessary for LaBella to perform its professional services, including Client's requirements for the Project. Client also shall provide information regarding the Project site and any existing facilities, including destructive testing and investigation of concealed conditions and hazardous substances, in a timely manner. If Client does not perform destructive testing or investigation, nor provide information beyond that which is apparent by non-intrusive observations, or in the event documentation or information furnished by Client is inaccurate or incomplete, then any resulting damages, losses and expenses, including the cost of LaBella's changes in service or additional services, shall be borne by Client.

Client shall examine documents submitted by LaBella and render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of LaBella's services.

Additional Services: LaBella may provide additional services after execution of this Agreement without invalidating the Agreement. LaBella shall not proceed to provide any additional services, unless and until LaBella receives written direction from Client. Client shall compensate LaBella for additional services as set forth in LaBella's proposal, or as agreed upon in writing signed by both parties.

Assignment: Neither party may assign any benefit or obligation under this Agreement without the prior written consent of the other party, except LaBella may use the services of persons and entities not in LaBella's employ when appropriate and customary to do so.

Confidentiality: During the Project, confidential and/or proprietary information of the Client might be furnished to LaBella. LaBella shall use such information for the purpose of providing its professional services on the Project, and for no other purpose. LaBella shall hold such information in strict confidence, and shall not disclose such information to any person or entity, except sub-consultants engaged on the Project. Upon completion of its services, LaBella shall return or destroy all confidential and/or proprietary information to the Client.

Instruments of Service: All documents prepared or furnished by LaBella pursuant to this Agreement are instruments of professional service, and LaBella shall retain its ownership and property interest therein, including all copyrights. Upon payment for services rendered, LaBella grants Client a license to use the instruments of service for the purposes of constructing, occupying and maintaining the Project. Reuse or modification of any such documents by Client without LaBella's written permission shall be at Client's sole risk, and Client agrees to defend, indemnify, and hold LaBella harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

Escalation: In the event the term of this Agreement is extended beyond the period of service set forth in LaBella's proposal, then compensation for professional services are subject to review and escalation by LaBella upon thirty (30) days written notice to Client.

Suspension: Client may suspend this Agreement in whole or in part at any time for convenience upon seven (7) days written notice. Upon receipt of notice, LaBella shall immediately discontinue all services. LaBella shall be entitled to compensation for all services rendered up to the date of suspension. If the suspension exceeds three (3) months, an equitable adjustment in compensation shall be negotiated to compensate LaBella for all reasonable costs incurred by LaBella on account of the suspension of the Project.

Termination: Either party may terminate this Agreement for cause upon seven (7) days written notice with an opportunity to cure any default during that period.

Disputes: The parties agree that mediation before a mutually agreeable neutral third party shall be a condition precedent to any legal action arising out of this Agreement, unless waived in writing by the parties. The cost of the mediation shall be borne equally by the parties. The mediation shall be conducted in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, unless the parties agree otherwise. No demand for mediation shall be made after the date that the applicable statute of limitations would bar a legal or equitable action based on the claim or dispute.

Venue and Jurisdiction: Any legal suit, action or proceeding arising out of or relating to this agreement shall be instituted in a court of competent jurisdiction located in the state and county where the project is located. The parties hereby waive any objection which they may have now or hereafter to the venue of any such suit, action or proceeding, and also hereby irrevocably consent to the personal jurisdiction of any such court in any such suit, action or proceeding.

Choice of Law: This Agreement shall be interpreted, construed and enforced in accordance with the laws of the state where the project is located without giving effect or reference to any

conflict of laws provisions.

Consequential Damages: In any suit, action or proceeding, the parties shall be entitled to recover compensatory damages incurred as a result of the breach of this Agreement, but neither party shall be liable to the other for any special, indirect, or consequential damages.

Late Fees, Costs and Attorneys' Fees: An additional charge of 1.5% of an invoice will be imposed each month on all past due accounts. Imposition of such charges does not constitute an extension of the payment due date. In the event that LaBella must bring suit to collect payment of any invoices, then Client agrees to pay LaBella's costs and expenses, including reasonable attorneys' fees.

Remedies Cumulative: The rights and remedies available to a party under this Agreement are cumulative and in addition to, not exclusive of, or in substitution for, any other rights or remedies either party may have at law, or in equity, or under this Agreement. Nothing contained in this Agreement shall be deemed to preclude either party from seeking injunctive relief, if necessary, in order to prevent the other party from willfully or intentionally breaching its obligations under this Agreement or to compel the other party to perform its obligations hereunder.

Non-Waiver: Failure by either party at any time to require performance by the other party or to claim a breach of any provision of this Agreement will not be construed as a waiver of any right accruing under this Agreement, nor affect any subsequent breach, nor affect the effectiveness of this Agreement or any part hereof, nor prejudice either party as regards any subsequent action.

Force Majeure: Neither party to this Agreement shall be liable to the other for delays in performing the obligations called for by this Agreement, or the direct and indirect costs resulting from such delays, that are caused by labor strikes, riots, war, acts of government authorities other than the Client (if a governmental authority), extraordinary weather conditions, epidemics, pandemics or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

Severability: The provisions of this Agreement are hereby agreed and declared to be severable. Any term or provision of this Agreement which is held to be unenforceable by a court of competent jurisdiction shall be deemed to have been stricken from this Agreement, and the remaining terms and provisions of this Agreement shall be construed and enforced without such terms or provisions.

Counterparts: This Agreement may be executed in one or more counterparts, each one of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Scope of Agreement: This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral, except that terms specific to future projects shall be set forth in LaBella's proposals. This Agreement may be amended only by written instrument signed by both parties.



November 4, 2021

Brian Napoli
Town Supervisor
Town of Ridgeway
410 West Avenue
Medina, New York 14103

Re: Residential Water Well Sampling – Water District No. 15
Town of Ridgeway, Orleans County, New York
LaBella Proposal No. P2200038

Dear Supervisor Napoli:

LaBella Associates, D.P.C. ("LaBella") is pleased to submit this proposal to conduct sampling of private residential water wells in the Town of Ridgeway ("Town" or "Client"), Orleans County, New York.

PROJECT UNDERSTANDING

It is LaBella's understanding that the Town of Ridgeway is evaluating a proposed new water district (Water District No. 15), which shall include eighteen (18) residential properties within the Town limits. For the purposes of the evaluation, the properties have been separated into four discrete non-contiguous areas designated as Areas A, B, C, and D. The following table summarizes the residential properties subject of this proposal and the Area designation of which they are a part:

Street Address	Non-Contiguous Area Designation
2426 Oregon Road	A
10999 Mill Road	
2515 Marshall Road	B
2580 Angling Road	
2308 Angling Road	
2512 Angling Road	
2541 Angling Road	
3383 County Line Road	C
3529 County Line Road	
3641 County Line Road	
3655 County Line Road	
3669 County Line Road	
3725 County Line Road	
3661 County Line Road	D
12633 Eagle Harbor Road	
12651 Eagle Harbor Road	
12727 Eagle Harbor Road	
12735 Howlett Road	

300 State Street, Suite 201 | Rochester, NY 14614 | P 585-454-6110 | F 585-454-3066

www.labellapc.com



SCOPE OF SERVICES

LaBella will provide the following services under this agreement:

Task 1 - Project Management & Consulting Services

- LaBella will prepare a letter to the owners of the subject properties, requesting access for sampling of their water well. The letter will be provided to the Town for review and approval. Once approved by the Town, LaBella will mail the letters to the property owners. This proposal assumes property owner responses will be returned directly to the Town, and that the Town will inform LaBella of which residences will allow access for sampling. This proposal also assumes that additional efforts beyond the initial mailing may be necessary to gain approval from the required number of property owners; including but not limited to: a second mailing, phone call(s), and/or knocking on doors. LaBella will assist with secondary efforts as requested, with the assumption that the Town will provide phone numbers and/or personnel to travel door to door with a LaBella representative, if desired.
- LaBella will develop mapping and/or a database to track responses and ensure sampling locations are widespread (i.e., not concentrated in the same area). It is recommended that at least fifteen (15) of the eighteen (18) residences within the proposed district be sampled, with the lone residence in Area A to be sampled, plus a minimum of three (3) residences sampled from each of Areas B, and C, and a minimum of two (2) residences sampled from Area D.
- LaBella will prepare an agreement for owner signature upon arrival at each residence, indicating the owner's consent to having the sampling performed.

Task 2 - Sampling Services and Laboratory Analysis

- Sampling will be conducted according to New York State Department of Health (NYSDOH) guidelines. The following procedures shall be followed:
 - Samples will be collected from the kitchen or bathroom tap.
 - If an aerator screen is present, it will be removed prior to sampling. If the aerator screen is not able to be removed, LaBella will attempt to sample from another water tap where one can be removed or is not present. If the aerator screen cannot be removed from any water tap, a water sample will be collected and this will be recorded by LaBella in the sampling log.
 - Prior to sampling, the tap will be cleaned with rubbing alcohol and sterile cotton / tissue.
 - The owner whether will be asked whether their well has a chlorine treatment system or has been cleaned with chlorine during the past 7 days. The response will be recorded in the sampling log.
 - Cold water will be allowed to run for 3 to 4 minutes at a moderate flow rate prior to sampling. Flow rate will be reduced during sampling to prevent splashing / spillage.
 - Samples will be collected in certified clean bottleware provided by the laboratory and will not be opened until the time of sampling. Water will be filled to the 100 ml. demarcation of the laboratory supplied bottleware. The bottleware will not be rinsed prior to sampling. A new pair of disposable nitrile gloves will be used to collect each water sample. LaBella will record the sample location (location of tap such as kitchen sink, 1st floor bathroom, etc.), sample time, and any observations of the water such as turbidity, discoloration, odor, etc.
 - Each sample name will carry a unique identification that will be recorded on the sampling log and chain of custody documentation. The sampling ID shall be as follows:
 - "DW" (for drinking water), sample number, followed by a dash and the date (YYYYMMDD), another dash, and then the address abbreviation. For example, "DW01-20211101-24260REGONRD".



- All samples will be immediately placed in a cooler with ice and sent under standard Chain of Custody procedures to a NYSDOH Environmental Laboratory Approval Program (ELAP) certified laboratory with a standard turnaround time request of 10 business days. LaBella cannot guarantee the laboratory turnaround time. All samples will be submitted to the laboratory within 24-hours from the time of sample collection.
- Samples will be submitted for the following analysis:
 - Total Coliform and E-coli using Standard Method 9223B

Task 3 - Engineering & Consulting Services

- Following the receipt of analytical data, LaBella will provide a summary letter to the Town of Ridgeway. The letter will summarize sampling procedures and results and request a letter from the County Health Department confirming deficiency, if discovered.

OPINION OF PROBABLE COSTS

The following table summarizes estimated costs for each work scope task:

Town of Ridgeway - Proposed Water District No. 15 Water Sampling	
<u>Task 1 - Project Management & Consulting Services:</u>	
• Includes letter to residents, tracking responses, follow-up correspondence, preparing sampling plan, and laboratory coordination	\$900 (Lump Sum)
<u>Task 2 - Sampling Services & Laboratory Analysis:</u>	
• Project Manager	\$100/Hour
• Environmental Technician	\$55/Hour
• Mileage	\$0.56/Mile
• Field Sampling Supplies	\$30 (Lump Sum)
• Water Sample for Total Coliform and E-coli (SM9223B)	\$30/Sample
• Laboratory Sustainability Fee	\$25 (Lump Sum)
<u>Task 3 - Engineering & Consulting Services:</u>	
• Summary of Results Letter	\$750 (Lump Sum)
Total (Estimated as 2 Hours of Project Management, 24 Hours of Technician time, 480 project miles, and 15 water samples):	Est. \$3,943.80

Reimbursable expenses (e.g., laboratory) will be billed directly to the Client without markup for this project. Mileage will be billed to the Client at standard IRS Rates. Based on the Scope of Work and to complete all phases of the project, we estimate a budget be established in the amount of \$3,943.80. Final billing will reflect the actual number of hours spent, mileage accrued, and samples collected.

SCHEDULE

LaBella is prepared to commence work immediately upon receipt of the signed Professional Services Agreement. The length of time necessary to complete the sampling will be contingent upon the responsiveness of property owners and the standard laboratory turnaround time of ten (10) business days.



ASSUMPTIONS

In preparing this proposal LaBella has made the following assumptions:

1. This proposal assumes property owner responses will be returned directly to the Town, and that the Town will inform LaBella of which residences will allow access for sampling.
2. This proposal also assumes that additional efforts beyond the initial mailing may be necessary to gain approval from the required number of property owners; including but not limited to: a second mailing, phone call(s), and/or knocking on doors. LaBella will assist with secondary efforts as requested, with the assumption that the Town will provide phone numbers and/or personnel to travel door to door with a LaBella representative, if desired.
3. This proposal assumes no more than eight (8) residences can be sampled in one (1) day and no more than three (3) separate sampling events will be required to collect water samples.
4. Sampling activities will be completed during the normal work week (M-F) and between the hours of 7:30 am and 5:00 pm. If work is to occur outside of these times, additional charges would apply.
5. LaBella cannot guarantee the laboratory turnaround time.

LIMITATION OF LIABILITY

You agree to the fullest extent permitted by law, that LaBella Associates, D.P.C.'s total liability to you for any and all damages arising out of or in any way related to the Site or this engagement, which results from anything which LaBella may in good faith do or refrain from doing in connection herewith, except to the extent that such damages arise from its own willful misconduct, shall not exceed \$1,000,000.00. LaBella maintains professional liability insurance in the amount of \$1,000,000.00 per occurrence.

Work associated with this project will be performed in accordance with generally accepted environmental engineering practices for this region. LaBella Associates, D.P.C., makes no other warranty or representation, either expressed or implied, nor is one intended to be included as part of its services, proposals, contracts or reports.

ACCEPTANCE

The "General Conditions for Professional Services" are attached and form a part of this Agreement. If the terms and conditions of this agreement are acceptable, please execute the attached "Professional Services Agreement" by signing the acknowledgment and returning it to our office. This will serve as our agreement for the proposed services.

We appreciate the opportunity to serve your professional environmental engineering needs and look forward to working with you toward a successful completion of this project. If you have any questions please do not hesitate to contact me directly at (585) 295 6636.

Respectfully submitted,

LABELLA ASSOCIATES, D.P.C.

Barbara Johnston, AICP
Senior Planner

P:\Proposals\VP-T\Ridgeway, Town\Coordinate well testing\2200038 Town of Ridgeway Water Sampling.docx

RESOLUTION NO.91-12/20/2021

RESOLUTION: DECLARATION OF PUBLIC EMERGENCY. REPLACE HIGHWAY VEHICLE. UNABLE TO PURCHASE THROUGH STATE BID.

Offered by Councilman Woodruff who moved its adoption.
Seconded by Councilman Payne.

Adopted:

5 yes

0 no

Resolved: Declaration of Public Emergency. Replace Highway Department truck without the use of State Bid.

RESOLUTION NO.92-12/20/2021

RESOLUTION: APPROVE HIGHWAY SUPERINTENDENT PURCHASE OF NEW TRUCK.

Offered by Councilman Toussaint who moved its adoption.
Seconded by Councilman Woodruff.

RESOLUTION NO.93-12/20/2021

RESOLUTION: AUTHORIZING THE MOVING OF MONEY FROM HIGHWAY EQUIPMENT RESERVE DA.0878.00 TO DA. UNRESERVED FUND BALANCE DA.0909.000.

WHEREAS, the Town is moving \$61,500 from Highway equipment reserve to unreserved fund balance for the purchase of a truck.

RESOLVED, that this Town Board authorizes the Bookkeeper to move \$61,500.00 from a DA.0878.00 highway equipment reserve to DA.0909.00 unreserved fund balance.

Offered by Councilman Toussaint who moved its adoption.
Seconded by Councilman Woodruff.

Adopted:

5 Yes

0 no

Fire Company Report- (Read by Councilman Payne)

Department Reports:

Town Clerk Kaiser- Kaiser stated as this was her last Town Board meeting, she would like to thank the People of the Town of the Town of Ridgeway for their continued Support. It has been my honor to serve them.

The Town Clerk office is working on the taxes for the incoming Town Clerk Hannah Hill. Hannah will be the new Town Clerk as of January 3, 2022.

Assessor Laszewski- Excused.

Highway Superintendent Olinger- Highway is working on brush cleanup after the last storm. Plowing, salting, ditching and shop maintenance.

Town Attorney Bogan- Bogan stated that she has not received information on the establishment of WD#15. She will be working on the contract for the new CEO and needs the specifics of the contract in order to do so.

Code Enforcement Officer Wolfe- Nothing on the agenda. Attended the Planning Board meeting. The new Code ENFORCEMENT Officer does not have a constable to serve his tickets. Wolfe further stated that he has been closing out building permits. Wolfe also stated that he had been working with the New Code officer Jason Raduns who has been coming in without being paid to do so. Wolfe stated that he has been taking Raduns out on the road with him as well.

Wolfe says his Town phone is on all the time in the event he is needed, further stating that he is here to help.

CEO Wolfe then thanked the Board of the Town of Ridgeway. He stated that he has enjoyed working for Ridgeway, and that it has been 90% a good experience.

Councilman Reports:

Councilman Payne- Payne stated that he had read on the HUB that verifiable number of flu cases in 2020 was in excess of 250, and the number in 2021 was only 8 proving that we are in control of our environment if we want to be, and that masks help.

Councilman Toussaint- Nothing at this time.

Councilman Woodruff- Farewell to Town Clerk Kaiser, with a thank you for a job well done. Woodruff wished everyone a Merry Christmas.

Councilman Stalker- Nothing at this time.

Supervisor asked if there were any questions or concerns? As there were none he asked for a motion to pay the bills as presented.

Offered by Councilman Toussaint.

Seconded by Councilman Stalker.

Total Abstract:

The Supervisor then asked for a motion to adjourn.

Offered By Councilman Stalker.

Seconded By Councilman Woodruff.

the Meeting was adjourned at 7:33 P.M.

Respectfully submitted by

Karen L. Kaiser

Ridgeway Town Clerk/RMC/Tax Collector.