

## Short Environmental Assessment Form

### Part 1 - Project Information


#### Instructions for Completing

**Part 1 - Project Information.** The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

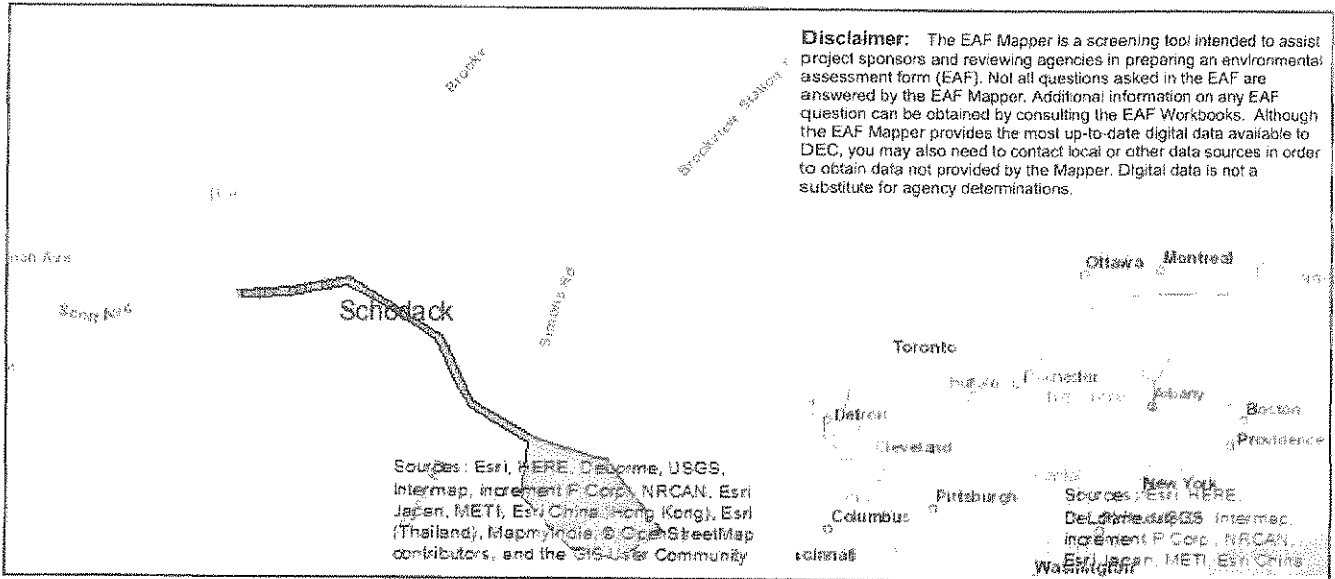
Part 1 - Project and Sponsor Information			
Name of Action or Project: Schodack Central Schools Sewer			
Project Location (describe, and attach a location map): Main Campus at 1216 Maple Hill Road and utility construction along Maple Hill Rd. from the campus to Castle Ridge Rd.			
Brief Description of Proposed Action: The installation of a wastewater pump station in the vicinity of the Schodack Central School District property at 1216 Maple Hill Road and a forcemain along Maple Hill Road (Rensselaer County Rte. 6) to the existing sewer system in the vicinity of the intersection of Maple Hill Road Castle Ridge Road (approximately 8,000 L.F.).			
Name of Applicant or Sponsor: Dennis Dowds, Town of Schodack Supervisor		Telephone: 518-477-7918 E-Mail: dennis.dowds@schodack.org	
Address: Town of Schodack, 265 Shuurman Road			
City/PO: Castleton	State: NY	Zip Code: 12033	
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval: <small>*Rensselaer County DOH Wastewater    *Rensselaer County Highways Work Permit    *NYSDEC - Wastewater * Village of Castleton - Approval of connection for wastewater treatment.</small>			YES <input checked="" type="checkbox"/>
3.a. Total acreage of the site of the proposed action? _____ 2 acres b. Total acreage to be physically disturbed? _____ 2 acres c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ NA acres			
4. Check all land uses that occur on, adjoining and near the proposed action. <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban) <input checked="" type="checkbox"/> Forest <input checked="" type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____ <input type="checkbox"/> Parkland			

5. Is the proposed action, a. A permitted use under the zoning regulations?	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
b. Are public transportation service(s) available at or near the site of the proposed action?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places?	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
b. Is the proposed action located in an archeological sensitive area?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input checked="" type="checkbox"/> Forest <input checked="" type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input checked="" type="checkbox"/> Wetland <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban			
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
16. Is the project site located in the 100 year flood plain?	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? <input type="checkbox"/> NO <input type="checkbox"/> YES	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: _____ _____	<input type="checkbox"/> NO	<input type="checkbox"/> YES	

18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____ _____ _____	NO   <input checked="" type="checkbox"/>	YES   <input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____ _____ _____	NO   <input checked="" type="checkbox"/>	YES   <input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____ _____ _____	NO   <input checked="" type="checkbox"/>	YES   <input type="checkbox"/>
<b>I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</b>		
Applicant/sponsor name: <u>Richard F. Laberge, P.E., Engineering Consultant</u>		Date: <u>10/10/2016</u>
Signature: <u></u>		

# EAF Mapper Summary Report

Monday, September 19, 2016 3:50 PM



Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National Register of Historic Places]	No
Part 1 / Question 12b [Archeological Sites]	Yes
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	No
Part 1 / Question 16 [100 Year Flood Plain]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
Part 1 / Question 20 [Remediation Site]	No

JA2016104\correspondence\SEQR Related\EAF Part 1, Schodack Central School District 10-10-2016

Agency Use Only [If applicable]

Project:	SCSD Sewer
Date:	10/12/2017

*Short Environmental Assessment Form  
Part 2 - Impact Assessment*

Part 2 is to be completed by the Lead Agency.

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:		
a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**PRINT FORM**

Agency Use Only [If applicable]

Project: SCSD Sewer

Date: 10/12/2017

### Short Environmental Assessment Form Part 3 Determination of Significance

For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

Not Applicable

<input type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
<input checked="" type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.
Town of Schodack Town Board	10-12-17
Name of Lead Agency	Date
Dennis Dowds	Supervisor
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

PRINT FORM

AGREEMENT

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between THE TOWN OF \_\_\_\_\_, NEW YORK, hereinafter referred to as "Town" and RENSSELAER COUNTY, NEW YORK, with offices located at 1600 Seventh Avenue, Troy, New York hereinafter referred to as "County".

1. On selected County Roads as listed on Schedule "A", the Town will provide all snow plowing and sanding from October 1, 2017 to April 30, 2018. The County will reimburse the Town actual costs for labor, materials and equipment as follows.
  - Labor - hourly wages, regular and overtime plus the cost of all benefits.
  - Material - actual costs for all salt and sand applied to County Roads.
  - Equipment - hourly rental rates for the equipment rental as established by the New York State Department of Transportation.
  
2. Except as provided hereinafter, the County shall be responsible for any loss with respect to any tort claim arising from or occasioned by the manner of performance of the functions under this Agreement, provided, however, that the Town shall, within ten (10) days, notify the County of any action, proceeding, claim or demand arising hereunder. The County shall, at its option, either elect to defend any action brought against the Town or call upon the Town to defend such action. In the event that the Town defends the action the County shall reimburse the Town for all necessary expenses, including litigation expenses incurred by the Town. In no event shall the County be obligated to defend or indemnify the Town, or any insurer thereof, in any action, proceeding, claim or demand arising out of the actual operation of a Town owned or operated vehicle, whether such vehicle shall be insured or subject to self insurance, while engaged in the operation of snow and ice control functions under this Agreement.
  
3. The County shall not unreasonably interfere with the Town's attempts to safely plow said area.

4. The Town acknowledges and agrees that the services to be furnished by the Town to the County are furnished as an independent contractor and not as an agent or as officers or employees of the County.
5. This agreement has been executed on behalf of the County pursuant to Resolution G/pending/17 of the Rensselaer County Legislature.

THE TOWN OF \_\_\_\_\_, NEW YORK

\_\_\_\_\_  
Supervisor

THE COUNTY OF RENSSELAER, NEW YORK

\_\_\_\_\_  
County Executive

STATE OF NEW YORK            )  
COUNTY OF RENSSELAER    ) SS.:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me personally came Kathleen M. Jimino, to me personally known, who, being by me duly sworn, did say that(s)he resides at \_\_\_\_\_, New York; that(s)he is the County Executive of the County of Rensselaer, New York, the municipal corporation described in and which executed the within instrument; that the same was so executed pursuant to resolution of the County Legislature; that the seal affixed to said instrument is such corporate seal and that the same was so affixed pursuant to such resolution.

\_\_\_\_\_  
NOTARY PUBLIC



STATE OF NEW YORK                    )  
COUNTY OF RENSSELAER            )SS.:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me personally came \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that (s)he resides at \_\_\_\_\_, New York; that (s)he is the Supervisor of the Town of \_\_\_\_\_, New York, the municipal corporation described in and which executed the within instrument; that the same was so executed pursuant to resolution of the Town Board of such town; that the seal affixed to said instrument is such corporate seal and that the same was so affixed pursuant to such resolution.

\_\_\_\_\_  
NOTARY PUBLIC



# RENSSELAER COUNTY HIGHWAY DEPARTMENT

Kathleen M. Jimino  
County Executive

Wayne E. Bonesteel, P.E.  
County Engineer  
*wbonesteel@renesco.com*

September 13, 2017

Mr. Kenneth Holmes  
Superintendent of Highways  
Town of Schodack  
3376 US Route 20  
Nassau, NY 12123

RE: 2017 - 2018 SNOW & ICE AGREEMENT

Dear Ken,

Attached are the agreements between the Town of Schodack and Rensselaer County. Please sign and return two (2) executed copies for our files.

Please submit the following for 2017 - 2018 Snow season:

- Labor - hourly wages, regular and overtime plus the cost of all benefits.
- Material - actual costs for all salt and sand applied to County Roads.
- Equipment - hourly rental rates for the equipment, rates as established by New York State DOT.

Also, please note:

- **CERTIFICATES OF INSURANCE:** All vendors must submit either three certificates of insurance (one for workers compensation coverage, one for disability insurance coverage and one for liability insurance coverage) unless the vendor submits a workers compensation exemption certificate (form CE-200 explained below). In that case the vendor must submit the exemption form and a certificate of liability insurance. All certificates of insurance must name the certificate holder as follows:

RENSSELAER COUNTY HIGHWAY DEPARTMENT 124 BLOOMINGROVE DRIVE  
TROY, NEW YORK 12180 (518) 283-0973 FAX (518) 283-1741

County of Rensselaer  
c/o Rensselaer County Attorney  
Ned Pattison Government Center  
1600 Seventh Avenue  
Troy, NY 12180

If you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,

Todd JoJo  
Confidential Asst. Highway

SNOW & ICE AGREEMENT  
TOWN OF SCHODACK

SCHEDULE "A"

<u>CR #</u>	<u>ROAD NAME</u>	<u>DESCRIPTION</u>	<u>MILEAGE</u>
8	STONE POINT RD.	NYS RTE 9J TO WESTERN ROAD	1.50
		TOTAL	1.50

RENSSELAER COUNTY HIGHWAY DEPARTMENT 124 BLOOMINGROVE DRIVE  
TROY, NEW YORK 12180 (518) 283-0973 FAX (518) 283-1741

## Rensselaer County Health Insurance Program

## Municipal Cooperation Agreement

Agreement dated the \_\_\_\_ day of November, 2013, by and between the **COUNTY OF RENSSELAER, NEW YORK**, having its principal offices located at the Ned Pattison County Government Center, 1600 Seventh Avenue, Troy, New York, hereinafter referred to as the "County", and **Town of Schodack**, hereinafter referred to as Local Governments".

**WHEREAS**, the County provides its employees and retirees with health insurance options from which they may choose coverage for themselves and any eligible dependents; and

**WHEREAS**, these insurance options consist of fully insured plans with premiums paid according to the plan and type of coverage selected; and

**WHEREAS**, the insurance premiums are community rated and do not fluctuate based upon the claims experience of the County's covered members; and

**WHEREAS**, in some cases the benefits and plans are governed by collective bargaining agreements; and

**WHEREAS**, the County and Local Governments recognize that some local governments with 50 or fewer employees/retirees eligible for health insurance may not have access to the same plans as the County which may benefit from lower rates than those local governments may have to pay for their own plans.

**NOW, THEREFORE**, it is agreed that:

1. Pursuant to Article 5-G of New York State General Municipal Law the County will allow its municipalities as indicated above to purchase health insurance coverage for eligible employees/retirees through the County's plans in accordance with the following:

- A. Each municipality will be billed by the County on a monthly basis for the full premium cost of any employee or retiree enrolled in one of the County's plans. The premium will be due and payable upon receipt. Any lapse in payment beyond 30 days may result in termination of coverage.
- B. The plans offered by the County may be subject to change based upon collective bargaining agreements, affordability, marketplace changes and other factors. The plans offered will be the sole province of Rensselaer County and participating municipalities may choose to either join or not.
- C. Each municipality shall maintain its own rules and regulations governing eligibility for coverage and payroll cost sharing with the exception that the County's rules regarding waiting periods and open enrollment must be followed.
- D. Each municipality shall make timely submissions of required member applications for coverage and any changes in accordance with County rules. The County shall assume no liability for failure to do so.
- E. Each municipality shall make application to join by completing and submitting to the County any required forms and information.
- F. Upon notice of acceptance by the County each municipality shall adopt a resolution by majority vote of its governing body electing to join the County's plan. Such resolution shall be in a form required by the County.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seals the day and year first above-written.

**RENSSELAER COUNTY, NEW YORK**

By: \_\_\_\_\_  
**Kathleen M. Jimino**  
**County Executive**

**TOWN OF SCHODACK, NEW YORK**

By: \_\_\_\_\_  
**Dennis Dowds, Supervisor**

APPLICATION TO JOIN THE RENSSELAER COUNTY HEALTH INSURANCE PLAN

Name of Municipality:

Address:

Contact Person:

Phone:

Email:

Proposed Effective Date:

# of Employees Eligible for Enrollment:

# of Retirees Eligible for Enrollment:

Please circle the plan offerings that you want your employees or retirees to be eligible to join:

Active Employees: CDPHP HMO, MVP HMO, MVP POS, BS HMO, EMPIRE BC HMO

Retired Employees: CDPHP MAP, MVP MAP, BS MAP, EMPIRE MAP

**NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION**

Division of Environmental Remediation, Region 4  
1130 North Westcott Road, Schenectady, NY 12306-2014  
P: (518) 357-2045 | F: (518) 357-2460  
www.dec.ny.gov

**STIPULATION #STIP R4-473****NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION**

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**STIPULATION PURSUANT TO SECTION 17-0303 OF THE ENVIRONMENTAL  
CONSERVATION LAW AND SECTION 176 OF THE NAVIGATION LAW BY:****Schodack Town Highway Department, Respondent****Spill No. 1704922**

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1. The Department of Environmental Conservation is the agency responsible for the cleanup and removal of discharges of petroleum pursuant to Article 12 of the Navigation Law and Article 17 of the Environmental Conservation Law.
2. Respondent has agreed to clean up and remove a discharge of petroleum which was discovered at 3776 US Route 20, Nassau, New York, by taking the steps and according to the conditions set forth in the Corrective Action Plan attached to this Stipulation.
3. Respondent and its employees, servants, agents, lessees, sublessees, successors, and assigns hereby waive any right to pursue reimbursement of monies expended by Respondent prior to the Termination Date as against the State of New York or the New York Environmental Protection and Spill Compensation Fund (the "Spill Fund"), and agree to indemnify and hold harmless the Spill Fund from any and all legal or equitable claims, suits, causes of action, or demands whatsoever with respect to the Site that any of same has or may have as a result of Respondent's entering into or fulfilling the terms of this Stipulation with respect to the Site.
4. This Stipulation does not affect the Department's right to pursue any claims that the Department may have against Respondent, including but not limited to, claims for alleged violations of the Navigation law or the Environmental Conservation law. This Stipulation does not affect any defenses that Respondent may have to any such claims.
5. Respondent, without admitting liability, consents to the issuance of this Stipulation, waives the right to notice and hearing with respect to the issuance and entry of this Stipulation as provided by law, and agrees to be bound by the terms of this Stipulation, including any attachments thereto.
6. This Stipulation is equivalent to an order pursuant to ECL §17-0303 and a directive pursuant to NL §176 and is enforceable as such.
7. The Corrective Action Plan may be modified in writing as may be agreed between the parties. The Corrective Action Plan may be modified by the Department in the same manner as a Department permit. In the event of a conflict between the terms of this Stipulation and any Corrective Action Plan submitted pursuant to this Stipulation, the terms of this Stipulation shall control over the terms of the Corrective Action Plan(s).

8. The effective date of this Stipulation is the date it is signed by the Department. This Stipulation shall terminate when the Department issues a written determination that no further remedial activities are required with respect to the petroleum discharge at the Site (the "Termination Date").

\_\_\_\_\_  
Date

\_\_\_\_\_  
Respondent's Signature\*

\_\_\_\_\_  
Print Respondent's Name

\_\_\_\_\_  
Respondent's Title (if corporation)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Regional Director, Region 4

\*NOTE:: If stipulation is with a corporation, the respondent must be an official, authorized corporate representative.

Corrective Action Plan  
Appendix A  
Appendix B



**Corrective Action Plan**  
**STIP #R4-473**  
**Spill #1704922**

1. Upon acceptance of the Stipulation Agreement (the Order) as prepared by the New York State Department of Environmental Conservation (the Department) by the Schodack Town Board and within 30 days of the effective date the Order, the Town of Schodack (the Respondent) will commence with investigation of the nature and extent of the contamination caused by this spill.
2. The Town Board shall authorization the Town of Schodack Fuel Canopy WQIP Project Award No. C00089GG engineering consultant (Laberger Group) to proceed with assisting the Town of Schodack with retaining and managing an environmental consultant to perform the following investigation and reporting:
  - a. Define the area limits of the contaminated soils by:
    - i. Performing up to ten (10) geotechnical boring probes (geo-probe);
    - ii. Collecting soil samples every four foot in depth sampled
    - iii. Visual inspection, olfaction; and
    - iv. Use of a field Photo-Ionization Detector (PID).
  - b. Define the nature of the contamination by:
    - i. Retaining the highest field screened result or the one closest to the water table from each geo-probe
    - ii. Transporting under a chain of custody to a New York State Department of Health approved laboratory for analysis for:
      1. Volatile Organic Compounds (VOCs) using EPA Method 8260; and
      2. Semi-Volatile Organic Compounds (SVOCs) using EPA Method 8270.
  - c. Monitor groundwater by:
    - i. Development of five (5) of the most appropriate geoprobes into monitoring wells by:
      1. Extending the borings five feet into the groundwater or to top of rock or other restrictive soil layer;
      2. Constructing the wells with screening, a packed uniformly graded filter sand, solid riser section, bentonite seal and locked cap; and
      3. Collecting water samples upon well water level stabilization using standard field sampling techniques to include a purge of each well volume, collection of grab samples and testing as previously described above.
  - d. Report investigation findings to the NYS DEC within 90 days of the receipt of the ground and water sample testing results
3. Within 30 days of the Department's acceptance of the final investigation report the Respondent will submit a Remediation Plan to the Department, detailing the work proposed

to remediate the contamination caused by the spill. The remediation plan will include the following:

- a. Excavation and disposal of contaminated soil.
  - b. A report documenting the remediation that will include end point sample results as well as documentation of the proper disposal of the soil.
  - c. Water generated while dewatering the excavation will be containerized in a “frac tank” and tested before being discharged in accordance with the Stipulation agreement. Contaminated water will be treated prior to discharge
4. Within 90 days of the Department’s acceptance of the Remediation Plan the Respondent will implement the Remediation Plan and complete within 60 days.
  5. The approved Remediation Plan shall be made part of the Stipulation agreement between the Respondent and the Department.
  6. Any modifications to this Corrective Action Plan must be approved in advance in writing by the Department.

## APPENDIX A

### General Conditions Applicable to All Wastewater Discharges

1. Advance notice shall be given to the Department of any planned changes in the treatment facility or activity which may result in noncompliance with effluent limitations.
2. Any noncompliance which may endanger bathing areas during the bathing season, shellfishing or public drinking water intakes, must be reported orally within 2 hours from the time Respondent becomes aware of the circumstances. A written report shall be submitted within 5 days and contain a description of the noncompliance and its cause; the period of noncompliance, including exact dates and times, and if it has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate and prevent the noncompliance and its recurrence.
3. Any noncompliance which may endanger health or the environment must be reported orally within 24 hours from the time Respondent becomes aware of the circumstances. A written report shall contain the same information described in paragraph 2 above.
4. Bypasses which do not cause a violation of effluent limitations are allowable, but only of essential maintenance, repairs or replacement to assure efficient and proper operation. The Department must be given 5 days advanced written notice of any anticipated bypass. The Department shall be notified within 24 hours of any unanticipated bypass.

Bypass is prohibited, and the Department may take enforcement action, unless:

- the bypass was unavoidable to prevent loss of life, personal injury, public health hazard, or severe property damage;
- there were no feasible alternatives to the bypass such as the use of auxiliary treatment facilities or retention of untreated wastes; and
- required notices were sent to the Department and, with the exception of emergency conditions, were accepted by the Department.

“Bypass” means the intentional or unintentional diversion of wastewater around any portion of a treatment facility for the purpose or effect of reducing the degree of treatment intended to be provided by the bypassed treatment facility.

“Severe property damage” means substantial damage to property, damage to treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which would not reasonably be expected to occur in the absence of a bypass.

## APPENDIX B

Water Discharges are to meet the standards listed in the following tables..

	GASOLINE GW EFFLUENT STANDARD	GASOLINE SW EFFLUENT STANDARD	SAMPLING FREQUENCY
pH RANGE	6.5 - 8.5	6.5 - 8.5	Monthly
Benzene	1.0 ug/l	1.0 ug/l	"
Ethyl benzene	5.0 ug/l	5.0 ug/l	"
Toluene	5.0 ug/l	5.0 ug/l	"
o-xylene	5.0 ug/l	5.0 ug/l	"
m-xylene	5.0 ug/l	5.0 ug/l	"
p-xylene	5.0 ug/l	5.0 ug/l	"
Mixed Xylenes	5.0 ug/l	5.0 ug/l	"
Napthalene	5.0 ug/l	5.0 ug/l	"
MtBE	10.0 ug/l	10.0 ug/l	"

	FUEL OIL GW EFFLUENT STANDARD	FUEL OIL SW EFFLUENT STANDARD	SAMPLING FREQUENCY
pH RANGE	6.5 - 8.5	6.5 - 8.5	Monthly
Benzene	1.0 ug/l	1.0 ug/l	"
Ethyl benzene	5.0 ug/l	5.0 ug/l	"
Toluene	5.0 ug/l	5.0 ug/l	"
o-xylene	5.0 ug/l	5.0 ug/l	"
m-xylene	5.0 ug/l	5.0 ug/l	"
p-xylene	5.0 ug/l	5.0 ug/l	"
Mixed Xylenes	5.0 ug/l	5.0 ug/l	"
Napthalene	10.0 ug/l	10.0 ug/l	"
n-Butyl benzene	5.0 ug/l	N/A	"
sec-Butyl benzene	50.0 ug/l	N/A	"
t-Butyl benzene	50.0 ug/l	N/A	"
Anthracene	50.0 ug/l	N/A	"
Dibenz (a,h) anthracene	50.0 ug/l	N/A	"
Flourene	50.0 ug/l	N/A	"
Phenanthrene	50.0 ug/l	N/A	"
Pyrene	50.0 ug/l	N/A	"
Acenaphthene	20.0 ug/l	N/A	"
Benzo (a) anthracene	20.0 ug/l	N/A	"
Benzo (b) fluoranthene	20.0 ug/l	N/A	"
Chrysene	20.0 ug/l	N/A	"
Benzo (a) pyrene	20.0 ug/l	N/A	"
Benzo (g, h, i) perylene	20.0 ug/l	N/A	"
Ideno pyrene	20.0 ug/l	N/A	"
Benzo (k) fluoranthene	20.0 ug/l	N/A	"

**Soil Vapor Extraction System (SVES)  
Benzene Emission Limits**

Stack Height (feet)	Air Flow (cfm)	Maximum Benzene Emissions (ppm-v)	Maximum Benzene Emissions (ug/m <sup>3</sup> )	Maximum Benzene Emissions (lbs/hr)
	50	8.00	26360	0.00494
15	100	4.00	13180	0.00494
	150	2.66	8787	0.00494
	200	2.00	6590	0.00494
	250	1.60	5272	0.00494
	50	14.88	49069	0.00919
20	100	7.44	24535	0.00919
	150	4.96	16356	0.00919
	200	3.72	12267	0.00919
	250	2.98	9814	0.00919
	50	24.10	79458	0.01488
25	100	12.05	39729	0.01488
	150	8.03	25486	0.01488
	200	5.02	19864	0.01488
	250	4.82	15892	0.01488
	50	35.72	117806	0.02206
30	100	17.86	58903	0.02206
	150	11.91	39269	0.02206
	200	8.93	29452	0.02206
	250	7.14	23561	0.02206

### Air Stripper Benzene Emission Limits

Stack Height (feet)	Water Flow Rate (gal/min)	Maximum Benzene influent (mg/l or ppm)
15	10	0.96875
	25	0.375
	60	0.15625
	100	0.0625
	150	0.0625
20	10	1.8125
	25	0.71875
	60	0.28125
	100	0.1875
	150	0.125
25	10	2.84375
	25	1.125
	60	0.53125
	100	0.28125
	150	0.1875
30	10	4.3125
	25	1.6875
	60	0.71875
	100	0.5
	150	0.28125

2017-244

October 6, 2017  
VIA EMAIL & MAIL

RECEIVED

OCT 09 2017

TOWN OF SCHODACK  
PLANNING & ZONING

Nadine Fuda, Stormwater Management Officer  
Town of Schodack  
Town Hall  
265 Schuurman Rd.  
Castleton, NY 12033

Re: **STIP #R4-473 / Spill #1704922**  
Fueling Station Project  
Town of Schodack, New York

Dear Ms. Fuda:

Please find enclosed the proposed New York State Department of Environmental Conservation (DEC) Petroleum Spill Stipulation Agreement (STIP). The STIP includes the corrective action plan that we have developed in discussion with DEC. Also attached to the STIP are the general conditions, and water effluent and air emission standards pertinent to the required soil contamination clean up to be undertaken at the Town Highway Garage's former fueling facility location.

The STIP is a "cooperative agreement" (a short-form Order on Consent) between the Town, a Potentially-Responsible Party (PRP) and the DEC. It is used to conduct the cleanup and removal of petroleum discharges pursuant to an enforceable written agreement between DEC and the PRP. If a party enters into an agreement under a Stipulation, then no Department permits are required for the cleanup activities, and the cleanup activities are exempt from State Environmental Quality Review (SEQR) requirements. See the NYSDEC reference material at [www.dec.ny.gov/docs/remediation\\_hudson\\_pdf/STIPguidance.pdf](http://www.dec.ny.gov/docs/remediation_hudson_pdf/STIPguidance.pdf) "Guidance for Petroleum Spill Stipulation Agreement" for complete background information.

We recommend that upon your Town attorney's review, the Town execute the STIP in order to progress the resolution of the fuel spill and clean up of the contamination to avoid a direct consent order from DEC.

Once the STIP is fully executed the next step in the implementation of the corrective action plan is the timely investigation of the nature and extents of the soil contamination and reporting of same to NYSDEC.

The current remediation plan is proposed as the most cost effective means of cleaning up limited soil contamination. Soils would be removed and hauled away with any contaminated water requiring treatment prior to discharge or hauled away as well. Upon DEC acceptance of the clean up, excavations would be backfilled with a clean gravel fill and the site restored.

In anticipation of the STIP signing and subsequent initiation of the corrective action plans investigation phase (which is required to be initiated within 30 days of signing); we have solicited proposals from six (6) specialty geotechnical boring and environmental services firms to perform initial probing and soil and water sampling to determine the nature and extents of the contamination.

The results of this request for proposals are as follows:

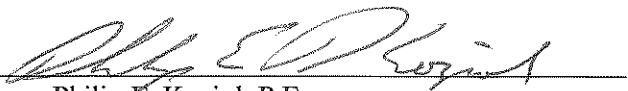
	<b>Bidder</b>	<b>Amount of Bid</b>
1	CME Associates, Inc.	No bid
2	Atlantic Testing Laboratories	\$16,000.00
3	Northeast Petroleum Technologies Inc.	\$14,846.00



4	SJB Empire Geo	\$10,285.00
5	Ambient Environmental	\$9,950.00
6	Northeastern Environmental Technologies Corp.	\$7,934.00

We recommend the Town retain the services of Northeastern Environmental Technologies Corp

Very truly yours,  
LABERGE GROUP

By:   
Philip E. Koziol, P.E.  
Project Manager

PEK: ahb

Enc.

CC: Supervisor Dowds & Town Board Members, with Enc. (via mail & email)  
Ken Holmes, Highway Department Superintendent, with Enc. (via mail & email)