RESOLUTION NO. 476.24

TO AUTHORIZE PROPERTY AND CASUALTY INSURANCE RENEWAL AGREEMENTS FOR 2025

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute agreements for insurance coverage for the year 2025 consistent with the proposal dated 11/27/2024 from USI Ins. Services LLC, and The Travelers Companies Inc. and its affiliates.

SECTION 2. This resolution shall become effective December 11, 2024.

DATED: December 11, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

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TOWN OF ROTTERDAM
John F. Kirvin Government Center • 1100 Sunrise Boulevard • Rotterdam, NY 12306
Telephone: 518-355-7575 • Fax: 518-355-7976 • Website: www.rotterdamny.org

LEGISLATIVE REQUEST FORM

DATE: December 4, 2024

TO: Supervisor's Office

FROM: Comptroller's Office

TITLE OF REQUEST: Property and Casualty Insurance Renewal

TOWN BOARD MEETING: December 11, 2024

Background Information: USI Insurance Services requested proposals from several insurance companies for the 2025 policy period on behalf of the Town regarding various forms of property and casualty insurance. Only Travelers Insurance Co., the incumbent provider, provided a quote. The package premium increased by 13.3% over the expiring policy. The increase in premium was partially due to increased property and equipment values.

Evaluation/Analysis: Travelers Insurance Co., rated A++ Superior by A.M. Best, has a significant presence in the Municipal market and initially came in with a substantial premium savings when awarded the package in 2021. The process of bidding insurance is quite involved and expensive on the part of the insurance company if carried out more frequently than every 3 years can resulted in a lack of competitive proposals.

Recommendation(s): Authorization for the Town Supervisor to sign a renewal agreement with Travelers for 2025 package policy.

Attachment/Document(s): Travelers package proposal.

Compliance with Purchasing Policy: N/A

Effect(s) on Existing Law(s): N/A

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

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TRAVELERS



PRESENTED BY

USI INS SERVICES LLC
726 EXCHANGE ST STE 618
BUFFALO, NY 14210

PROPOSED ON 11/27/2024 FOR

TOWN OF ROTTERDAM
1100 SUNRISE BLVD
ROTTERDAM, NY 12306

On behalf of **USI INS SERVICES LLC** and **The Travelers Companies, Inc. and its affiliates**, we appreciate the opportunity to provide **TOWN OF ROTTERDAM** with the following policy proposal.



Travelers Risk Control: Our Expertise is Your Advantage

Travelers Risk Control is an innovative provider of cost-effective risk management services and products. As one of the largest Risk Control departments in the industry, our scale allows the right resource at the right time to meet customer needs. For over 110 years, our loss prevention professionals have assisted agents, brokers and customers across the country and around the world.

https://www.travelers.com/risk-control



Claim Services

Travelers has over 11,000 highly trained Claim professionals located across the U.S. Our local field representatives are supported by teams of dedicated customer service, catastrophe response, legal, medical, investigative, engineering, and large loss experts. Claims can be complex and expensive. We'll help you manage claims to control your total risk-related costs.

https://www.travelers.com/claims

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Meet your Travelers team

General

Overall Account
Elizabeth Roman
Account Executive
EVROMAN@travelers.com
860-954-9295

Policy Services
Betty Lopez
Operations Account Specialist
BJLOPEZ@travelers.com
210-525-3909

To report, ask a question or discuss a claim please call 1-800-238-6225. A Claim Customer Service Representative is available 24 hours a day, 7 days a week to take the first notice of loss or provide assistance on any existing claim.

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Your policies

Commercial Package Program - Simp. Occ.

Policy Number H2N-630-0T02195A-TIL-25

Effective 01/01/2025 – 01/01/2026

Insuring Company TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

General Liability

Policy Number ZLP-21P59874-25-PB

Effective 01/01/2025 – 01/01/2026

Insuring Company THE TRAVELERS INDEMNITY COMPANY

Employee Benefit Liability

Policy Number ZLP-21P59874-25-PB

Effective 01/01/2025 – 01/01/2026

Insuring Company THE TRAVELERS INDEMNITY COMPANY

Law Enforcement Liability

Policy Number ZLP-21P59874-25-PB

Effective 01/01/2025 – 01/01/2026

Insuring Company THE TRAVELERS INDEMNITY COMPANY

Public Entity Management Liability

Policy Number ZLP-21P59874-25-PB

Effective 01/01/2025 – 01/01/2026

Insuring Company THE TRAVELERS INDEMNITY COMPANY

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Public Entity Employment-Related Practices Liability

Policy Number ZLP-21P59874-25-PB

Effective 01/01/2025 – 01/01/2026

Insuring Company THE TRAVELERS INDEMNITY COMPANY

Auto Liability

Policy Number 810-0T02195A-25-PB

Effective 01/01/2025 – 01/01/2026

Insuring Company THE TRAVELERS INDEMNITY COMPANY

Auto Physical Damage

Policy Number 810-0T02195A-25-PB

Effective 01/01/2025 – 01/01/2026

Insuring Company THE TRAVELERS INDEMNITY COMPANY

Umbrella Liability

Policy Number ZUP-31N48419-25-PB

Effective 01/01/2025 – 01/01/2026

Insuring Company THE TRAVELERS INDEMNITY COMPANY

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Locations schedule

630 - 0T02195A – Commercial Package Program - Simp. Occ.

LOC/BLDG	DESCRIPTION	ADDRESS
1/1	TOWN HALL	1100 SUNRISE BLVD, ROTTERDAM, NY 12306
2/2	POLICE STATION	101 PRINCETOWN RD, ROTTERDAM, NY 12306
2/3	POLICE STATION STORAGE	101 PRINCETOWN RD, ROTTERDAM, NY 12306
3/4	HIGHWAY GARAGE	54 DUANESBURG RD, ROTTERDAM, NY 12306
4/5	SR CITIZEN CENTER	2639 HAMBURG ST, ROTTERDAM, NY 12306
5/6	FIRE TRAINING BUILDING	40 W CAMPBELL RD, ROTTERDAM, NY 12306
5/7	FIRE TRAINING CLASSROOM	40 W CAMPBELL RD, ROTTERDAM, NY 12306
5/8	FIRE TRAINING STORAGE	40 W CAMPBELL RD, ROTTERDAM, NY 12306
5/9	TRAINING TOWER	40 W CAMPBELL RD, ROTTERDAM, NY 12306
6/10	PARKS-TRAFSAFBD	40 W CAMPELL RD, ROTTERDAM, NY 12306
6/11	PARKS DEPT GARAGE	40 W CAMPELL RD, ROTTERDAM, NY 12306
7/12	PARK PAVILLION	BOXWOOD DR, ROTTERDAM, NY 12306
8/13	PARK PAVILLION	2129 FIERO AVE, ROTTERDAM, NY 12306
9/14	PARK CONCESS-PRESS BOX	1160 FAYETTE DR, ROTTERDAM, NY 12306
9/15	PARK RESTROOM	1160 FAYETTE DR, ROTTERDAM, NY 12306
9/16	PARK PAVILLION	1160 FAYETTE DR, ROTTERDAM, NY 12306
9/17	FENCES-DUGOUT-SCOREBOARD	1160 FAYETTE DR, ROTTERDAM, NY 12306
9/18	TOOL SHED ADJ BATTING CAGE	1160 FAYETTE DR, ROTTERDAM, NY 12306
9/19	MISC IMPROVE-PLAYGROUND	1160 FAYETTE DR, ROTTERDAM, NY 12306
10/20	PARK PAVILLION	JURACKA PKWY, ROTTERDAM, NY 12306
10/21	FENCING-PLAYGROUND-EQUIPMENT	JURACKA PKWY, ROTTERDAM, NY 12306
11/22	PARK CONCESS-PRESS BOX	1160 FOURTH ST, ROTTERDAM, NY 12306
11/23	PARK STORAGE 1	1160 FOURTH ST, ROTTERDAM, NY 12306
11/24	PARK STORAGE 2	1160 FOURTH ST, ROTTERDAM, NY 12306
11/25	DUGOUT 1	1160 FOURTH ST, ROTTERDAM, NY 12306
11/26	DUGOUT 2	1160 FOURTH ST, ROTTERDAM, NY 12306
11/27	PARK PAVILLION	1160 FOURTH ST, ROTTERDAM, NY 12306
11/28	FENCES-SCOREBOARD-MISC EQUIPMENT	1160 FOURTH ST, ROTTERDAM, NY 12306
11/29	SEWER PUMP STATION	1160 FOURTH ST, ROTTERDAM, NY 12306
12/30	BABE RUTH CONCESS-PRESSBOX	CURRY RD AND DENVER AVE, ROTTERDAM, NY 12306
12/31	FIELD STORAGE-BATTING CAGE	CURRY RD AND DENVER AVE, ROTTERDAM, NY 12306
12/32	FIELD CONCESS-PRESS BOX	CURRY RD AND DENVER AVE, ROTTERDAM, NY 12306
12/33	DUGOUT 1 BABE RUTH	CURRY RD AND DENVER AVE, ROTTERDAM, NY 12306
12/34	DUGOUT 2 BABE RUTH	CURRY RD AND DENVER AVE, ROTTERDAM, NY 12306

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12/35	LITTLE LEAGUE CONCESS-PRESS BOX	CURRY RD AND DENVER AVE, ROTTERDAM, NY 12306
12/36	DUGOUT 1 LITTLE LEAGUE	CURRY RD AND DENVER AVE, ROTTERDAM, NY 12306
12/37	DUGOUT 2 LITTLE LEAGUE	CURRY RD AND DENVER AVE, ROTTERDAM, NY 12306
12/38	LITTLE LEAUGE FIELD STORAGE	CURRY RD AND DENVER AVE, ROTTERDAM, NY 12306
12/39	FENCES-LIGHTING-SCOREBOARDS	CURRY RD AND DENVER AVE, ROTTERDAM, NY 12306
12/40	PLAYGROUND EQUIPMENT	CURRY RD AND DENVER AVE, ROTTERDAM, NY 12306
13/41	BABE RUTH STORAGE	CURRY RD AND POUTRE AVE, ROTTERDAM, NY 12306
13/42	PLAY GROUND EQUIPMENT	CURRY RD AND POUTRE AVE, ROTTERDAM, NY 12306
14/43	PARK CONCESS	RIVER ROAD-RJ, ROTTERDAM, NY 12306
14/44	DUGOUT 1	RIVER ROAD-RJ, ROTTERDAM, NY 12306
14/45	DUGOUT 2	RIVER ROAD-RJ, ROTTERDAM, NY 12306
14/46	FENCE	RIVER ROAD-RJ, ROTTERDAM, NY 12306
14/47	PLAYGROUND EQUIPMENT	RIVER ROAD-RJ, ROTTERDAM, NY 12306
14/48	PARK PAVILLION-WOESTINA	RIVER ROAD-RJ, ROTTERDAM, NY 12306
15/49	PAVILLION KIWANIS PARK	E S RIVER RD, RTE-5S-K, ROTTERDAM, NY 12306
15/50	BUILDING KWANIS PARK	E S RIVER RD, RTE-5S-K, ROTTERDAM, NY 12306
16/51	SEWAGE TREATMENT-ORIG PUMP HOUSE	26 W CAMPBELL RD, ROTTERDAM, NY 12306
16/52	TANK EQUTPMENT CLARIFIER	26 W CAMPBELL RD, ROTTERDAM, NY 12306
16/53	WATER HOLDING TANK	26 W CAMPBELL RD, ROTTERDAM, NY 12306
16/54	SPLITTER BOX CONTROL GATE	26 W CAMPBELL RD, ROTTERDAM, NY 12306
16/55	CONCRETE FILTER TANKS	26 W CAMPBELL RD, ROTTERDAM, NY 12306
16/56	SEWER PUMP STATION	26 W CAMPBELL RD, ROTTERDAM, NY 12306
16/57	4 ROTATING BIO DISCS W-FG ENCLOSURE	26 W CAMPBELL RD, ROTTERDAM, NY 12306
16/58	SEWER PUMP STATION-SAND FILTER BUIL	26 W CAMPBELL RD, ROTTERDAM, NY 12306
16/59	SETTLE TANK SLUDGE PUMP STATION	26 W CAMPBELL RD, ROTTERDAM, NY 12306
16/60	SLUDGE PROCESS TANK	26 W CAMPBELL RD, ROTTERDAM, NY 12306
16/61	GRAVITY THICKENER	26 W CAMPBELL RD, ROTTERDAM, NY 12306
16/62	OLD DIGESTER BUILDING	26 W CAMPBELL RD, ROTTERDAM, NY 12306
16/63	OLD SLUDGE TANK	26 W CAMPBELL RD, ROTTERDAM, NY 12306
16/64	SECONDARY SETTLE TANK	26 W CAMPBELL RD, ROTTERDAM, NY 12306
16/65	CONCRETE FINAL DISINFECTANT TANK	26 W CAMPBELL RD, ROTTERDAM, NY 12306
16/66	OLD SLUDGE DRYBED	26 W CAMPBELL RD, ROTTERDAM, NY 12306
16/67	STEEL FENCE	26 W CAMPBELL RD, ROTTERDAM, NY 12306
16/68	SEWAGE TREATMENT OFFICE	26 W CAMPBELL RD, ROTTERDAM, NY 12306

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16/69	GARAGE	26 W CAMPBELL RD, ROTTERDAM, NY 12306
16/70	SEWAGE TREATMENT PRELIM BUILDING	26 W CAMPBELL RD, ROTTERDAM, NY 12306
16/71	SEWAGE TREATMENT BELT PRESS BUILDIN	26 W CAMPBELL RD, ROTTERDAM, NY 12306
16/72	SHED	26 W CAMPBELL RD, ROTTERDAM, NY 12306
17/73	WATER DIST3-WELL 1	1214 MAIN ST, ROTTERDAM JUNCTION, NY 12150
17/74	WATER DIST3-WELL 2	1214 MAIN ST, ROTTERDAM JUNCTION, NY 12150
17/75	FENCING	1214 MAIN ST, ROTTERDAM JUNCTION, NY 12150
18/76	SEWER PUMP STATION 01	1510 CURRY RD, ROTTERDAM, NY 12306
18/77	FENCING	1510 CURRY RD, ROTTERDAM, NY 12306
19/78	SEWER PUMP STATION 06	121 GULLOT DR, ROTTERDAM, NY 12306
19/79	MISC IMPROVEMENTS	121 GULLOT DR, ROTTERDAM, NY 12306
20/80	WATER PUMPING STATION 1	49 RICE RD, ROTTERDAM, NY 12306
20/81	PUMP STATION 2-CONTROL ROOM	49 RICE RD, ROTTERDAM, NY 12306
20/82	PUMP STATION 3	49 RICE RD, ROTTERDAM, NY 12306
20/83	PUMP STATION 4	49 RICE RD, ROTTERDAM, NY 12306
20/84	GENERATOR BUILDING	49 RICE RD, ROTTERDAM, NY 12306
20/85	FENCING	49 RICE RD, ROTTERDAM, NY 12306
20/86	GARAGE	49 RICE RD, ROTTERDAM, NY 12306
20/87	WELL HOUSE-GARAGE WATER WELL 5	49 RICE RD, ROTTERDAM, NY 12306
20/88	CHLORINE BUILDING	49 RICE RD, ROTTERDAM, NY 12306
21/89	VALVE HOUSE	HAMBURG ST, ROTTERDAM, NY 12306
21/90	WATER TOWER 5	HAMBURG ST, ROTTERDAM, NY 12306
21/91	FENCING	HAMBURG ST, ROTTERDAM, NY 12306
22/92	VALVE HOUSE	1000 BERNARD ST, ROTTERDAM, NY 12306
22/93	WATER TOWER 1	1000 BERNARD ST, ROTTERDAM, NY 12306
22/94	FENCING	1000 BERNARD ST, ROTTERDAM, NY 12306
23/95	VALVE HOUSE	HULLET RD, ROTTERDAM, NY 12306
23/96	WATER TOWER 2	HULLET RD, ROTTERDAM, NY 12306
23/97	FENCING	HULLET RD, ROTTERDAM, NY 12306
24/98	WATER TOWER 5	MAY AVE, ROTTERDAM, NY 12306
24/99	FENCING	MAY AVE, ROTTERDAM, NY 12306
25/100	WATER TOWER 6	WATER TANK- RYNEX CORNERS F, ROTTERDAM, NY 12306
25/101	FENCING	WATER TANK- RYNEX CORNERS F, ROTTERDAM, NY 12306
26/102	VALVE HOUSE	HELDERBERG AVE, ROTTERDAM, NY 12306
26/103	WATER TOWER 3	HELDERBERG AVE, ROTTERDAM, NY 12306
26/104	FENCING	HELDERBERG AVE, ROTTERDAM, NY 12306
27/105	SEWER PUMP STATION 03	ALTAMONT AVE AND CRANE ST, ROTTERDAM, NY 12306
27/106	FENCING	ALTAMONT AVE AND CRANE ST, ROTTERDAM, NY 12306
28/107	SEWER PUMP STATION 02	509 DUANESBURG RD, ROTTERDAM, NY 12306
28/108	FENCING	509 DUANESBURG RD, ROTTERDAM, NY 12306
29/109	SEWER PUMP STATION 2	1939 ALTAMONT AVE, ROTTERDAM, NY 12306
29/110	FENCING	1939 ALTAMONT AVE, ROTTERDAM, NY 12306
30/111	SEWER PUMP STATION 4	91 W CAMPBELL RD, ROTTERDAM, NY 12306
30/112	FENCING	91 W CAMPBELL RD, ROTTERDAM, NY 12306
31/113	SEWER PUMP STATION 7	WHITE BIRCH GARDENS, ROTTERDAM, NY 12306

31/114	FENCING	WHITE BIRCH GARDENS, ROTTERDAM, NY 12306
32/115	SEWER PUMP STATION 10	490 STEEPLE WAY, ROTTERDAM, NY 12306
33/116	BOYS-GIRLS CLUB	721 CURRY RD, ROTTERDAM, NY 12306
34/117	SEWER PUMP STATION 08	1017 HIGHBRIDGE RD, ROTTERDAM, NY 12306
35/118	SEWER PUMP STATION 09	1272 HIGHBRIDGE RD, ROTTERDAM, NY 12306
36/119	PUMP STATION 12	200A STEEPLE WAY, ROTTERDAM, NY 12306
37/120	PLAYGROUND EQUIPMENT	SHEREEN CT, ROTTERDAM, NY 12306
38/121	DRAINAGE SYSTEM	KIRVIN LN-I-S OF ST LUCILL, ROTTERDAM, NY 12306
39/122	DRAINAGE SYSTEM	LOCK ST, ROTTERDAM JUNCTION, NY 12150
40/123	DRAINAGE SYSTEM	DIANNA CT, ROTTERDAM, NY 12306
41/124	DWELLING	210 PHILLIPS RD, ROTTERDAM, NY 12306
41/125	BARN	210 PHILLIPS RD, ROTTERDAM, NY 12306
42/126	DWELLING	212 PHILLIPS RD, ROTTERDAM, NY 12306
42/127	BARN	212 PHILLIPS RD, ROTTERDAM, NY 12306
43/128	SALT SHED	23 WEST CAMPBELL RD, ROTTERDAM, NY 12306
44/129	SEWER PUMP STATION	2200 HELDERBERG AVENUE, SCHENECTADY, NY 12306

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Property coverage premium summary

Policy Number 630-0T02195A

Coverages and limits of insurance – described premises

Insurance applies on a BLANKET basis only to a coverage or type of property for which a Limit of Insurance is shown below, and then only at the premises locations for which a value for such coverage or property is shown on the Statement of Values dated 11/5/2021 , or subsequently reported to and insured by us. For Insurance that applies to a specific premises location see Deluxe Property Coverage Part Schedule - Specific Limits

BLANKET DESCRIPTION OF COVERAGE OR PROPERTY	LIMITS OF INSURANCE
Building and Your Business Personal Property	$53,547,613

Co-insurance provision

Coinsurance does not apply to Blanket Coverages shown above.

Valuation provision

Replacement cost (subject to limitations) applies to most types of covered property (See Valuation Loss Condition).

Deluxe property coverage part schedule - specific limits - described premises

Insurance applies only to a premises location and building number and to a coverage or type of property for which a Specific Limit of Insurance is shown on schedule.

Co-insurance provision

Coinsurance does not apply to any Building,Personal Property or “Stock” coverage for which a Specific Limit of Insurance applies as shown on schedule.

Valuation provision

Replacement cost (subject to limitations) applies to most types of covered property (See Valuation Loss Condition).

Additional covered property

	LIMITS OF INSURANCE
Personal Property at Undescribed Premises	
At any “exhibition” premises	$50,000

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At any installation premises or temporary storage premises	Not Covered
At any other not owned, leased or regularly operated premises	$50,000

Personal Property in Transit	$50,000

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Deluxe property coverage form - additional coverages & coverage extensions

The Limits of Insurance shown in the left column are included in the coverage form and apply unless a Revised Limit of Insurance or Not Covered is shown in the Revised Limits of Insurance column on the right. The Limits of Insurance apply in any one occurrence unless otherwise stated.

	LIMITS OF INSURANCE	REVISED LIMITS OF INSURANCE
Accounts Receivable		
At all described premises	$50,000	$250,000
In transit or at all undescribed premises	$25,000	$250,000
Appurtenant Buildings and Structures	$100,000	
Claim Data Expense	$25,000	
Covered Leasehold Interest – Undamaged Improvements & Betterments		
Lesser of Your Business Personal Property limit or:	$100,000	
Debris Removal (additional amount)	$250,000	
Deferred Payments	$25,000	
Duplicate Electronic Data Processing Data and Media	$50,000	$500,000
Electronic Data Processing Data and Media		
At all described premises	$50,000	$500,000
Employee Tools		
In any one occurrence	$25,000	
Any one item	$2,500	
Expediting Expenses	$25,000	
Extra Expense	$25,000	
Fine Arts		
At all described premises	$50,000	
In transit	$25,000	
Fire Department Service Charge	Included*	
Fire Protective Equipment Discharge	Included*	
Green Building Alternatives – Increased Cost Percentage 1%		
Maximum amount – each building	$100,000	
Green Building Reengineering and Recertification Expense	$25,000	
Limited Coverage for Fungus, Wet Rot or Dry Rot – Annual Aggregate	$25,000	
Loss of Master Key	$25,000	
Newly Constructed or Acquired Property		
Buildings - each	$2,000,000	
Personal Property at each premises	$1,000,000	

*Included means included in applicable Covered Property Limit of Insurance

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Deluxe property coverage form - additional coverages & coverage extensions

	LIMITS OF INSURANCE	REVISED LIMITS OF INSURANCE
Non-Owned Detached Trailers	$25,000	
Ordinance or Law Coverage	$250,000	$500,000
Outdoor Property	$25,000	$50,000
Any one tree, shrub or plant	$2,500	
Outside Signs		
At all described premises	$100,000	
At all undescribed premises	$5,000	
Personal Effects	$25,000	$50,000
Personal Property At Premises Outside of the Coverage Territory	$50,000	
Personal Property In Transit Outside of the Coverage Territory	$25,000	$50,000
Pollutant Cleanup and Removal – Annual Aggregate	$100,000	
Preservation of Property		
Expenses to move and temporarily store property	$250,000	
Direct loss or damage to moved property	Included*	
Reward Coverage		
25% of covered loss up to a maximum of:	$25,000	
Stored Water	$25,000	
Theft Damage to Rented Property	Included*	
Undamaged Parts of Stock in Process	$50,000	
Valuable Papers and Records – Cost of Research		
At all described premises	$50,000	$500,000
In transit or at all undescribed premises	$25,000	$100,000
Water or Other Substance Loss – Tear Out and Replacement Expense	Included*	

*Included means included in applicable Covered Property Limit of Insurance

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Deluxe business income (and extra expense) coverage form - described premises

PREMISES LOCATION NO.	BUILDING NO.	LIMITS OF INSURANCE
001-043	001-129	$1,000,000

Rental Value: Included

Ordinary Payroll: Included

Deluxe business income - additional coverages and coverage extensions

The Limits of Insurance, Coverage Period and Coverage Radius shown in the left column are included in the coverage form and apply unless a revised Limit of Insurance, Coverage Period, Coverage Radius or Not Covered is shown under the column on the right. The Limits of Insurance apply in any one occurrence unless otherwise stated.

	LIMITS OF INSURANCE, COVERAGE PERIOD OR COVERAGE RADIUS	REVISED LIMITS OF INSURANCE, COVERAGE PERIOD OR COVERAGE RADIUS
Business Income from Dependent Property		
At Premises Within the Coverage Territory	$100,000	$250,000
At Premises Outside of the Coverage Territory	$100,000	
Civil Authority		
Coverage Period	30 days	
Coverage Radius	100 miles	
Claim Data Expense	$25,000	
Contract Penalties	$25,000	
Extended Business Income		
Coverage Period	180 days	
Fungus, Wet Rot or Dry Rot – Amended Period of Restoration		
Coverage Period	30 days	
Green Building Alternatives – Increased Period of Restoration		
Coverage Period	30 days	
Ingress or Egress	$25,000	
Coverage Radius	1 mile	
Newly Acquired Locations	$500,000	
Ordinance or Law - Increased Period of Restoration	$250,000	
Pollutant Cleanup and Removal – Annual Aggregate	$25,000	
Transit Business Income	$25,000	
Undescribed Premises	$25,000	

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Causes of loss – Earthquake – aggregate in any one policy year, for all losses covered under the Causes of loss – Earthquake endorsement, commencing with the inception date of this policy:

		AGGREGATE LIMITS OF INSURANCE
01. Applies at the following Building(s) numbered:	01-129	$1,000,000

If more than one Annual Aggregate Limit applies in any one occurrence, the most we will pay is the highest involved Annual Aggregate Limit. The most we will pay during each annual period is the highest of the Annual Aggregate Limits shown.

Causes of loss – Broad Form Flood – aggregate in any one policy year, for all losses covered under the Causes of loss – Broad Form Flood endorsement, commencing with the inception date of this policy:

		AGGREGATE LIMITS OF INSURANCE
01. Applies at the following Building(s) numbered:	01-04,07-13,15-28,30-71,73-123,129	$1,000,000

If more than one Annual Aggregate Limit applies in any one occurrence, the most we will pay is the highest involved Annual Aggregate Limit. The most we will pay during each annual period is the highest of the Annual Aggregate Limits shown.

EXCESS OF LOSS LIMITATION APPLIES – See Causes of Loss – Broad Form Flood endorsement.

Causes of loss – equipment breakdown DX T3 19

The insurance provided for loss or damage caused by or resulting from Equipment Breakdown is included in, and does not increase the Covered Property, Business Income, Extra Expense, and/or other coverage Limits of Insurance that otherwise apply under this Coverage Part.

COVERAGE EXTENSION:	LIMITS OF INSURANCE	REVISED LIMITS OF INSURANCE
Spoilage	$25,000	$250,000

LIMITATIONS:	LIMITS OF INSURANCE	REVISED LIMITS OF INSURANCE
Ammonia Contamination	$25,000	$250,000
Hazardous Substance	$25,000	$250,000

All Coverage Property Damage Deductible

Direct Damage to Covered Property	$10,000

Business Income & Extra Expense

Business Income and Extra Expense loss or expense caused by physical damage to covered property	72 Hours

Utility services

	LIMITS OF INSURANCE
Direct Damage - in any one occurrence (See Utility Services -- Direct Damage endorsement)	$100,000

Coverage is provided for the following:
Water Supply
Communication Supply
Power Supply
Coverage for Overhead Transmission Lines is: excluded.

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Electronic Vandalism Limitation Endorsement DX T3 98

ELECTRONIC VANDALISM	LIMIT OF INSURANCE
Aggregate in any 12 month period of this policy:	$10,000

Public Sector Services Additional Coverage Endorsements

	LIMIT OF INSURANCE
Spoilage Coverage Extension DX T3 15	$10,000

Public Entity Property Extensions DX T4 47	LIMIT OF INSURANCE
Confiscated Property	$100,000
Street Lights – each item	$50,000
Street Lights – maximum per occurrence	$100,000
Street Signs – each item	$50,000
Street Signs – maximum per occurrence	$100,000
Traffic Signs and Lights – each item	$50,000
Traffic Signs and Lights – maximum per occurrence	$100,000
Stadium Lights – per occurrence	$50,000
Stadium Lights – maximum per occurrence	$100,000

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Deductibles

By Earthquake

	PERCENTAGE	OCCURENCE
01. in any one occurrence, at the following Building(s) numbered: 001-129		$50,000

As respects Business Income Coverage a 72 hour deductible applies at all premises locations.

By Flood

	OCCURENCE
01. At each of the following Building(s) numbered: 001-004,007-013,015-028,030-071,073-123,129 in any one occurrence	$50,000

As respects Business Income Coverage a 72 hour deductible applies at all premises locations.

Business Income

As respects Business Income Coverage, for which no other deductible is stated above or in the coverage description, a 72 hour deductible applies.

Any Other Covered Loss

in any one occurrence:	$10,000

Rating Basis

Total Rating Basis	$54,547,613
Building Rate	0.075
Business Personal Property Rate	0.055
Time Element Rate	0.046
Premium for Policy Period	$48,389
Taxes & Surcharges	$292
Deluxe Total	$48,681

Note: The Premium shown above includes the premium charged for Equipment Breakdown coverage. The premium for Equipment Breakdown coverage is $3,523.
If you elect not to purchase Equipment Breakdown coverage, please contact your Account Executive and a revised quote without Equipment Breakdown coverage will be sent to you.

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Inland Marine coverage premium summary

Policy Number 630-0T02195A

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Contractors Equipment Coverage Form CM T2 42

COVERAGE AND LIMITS OF INSURANCE

Covered Property

Coverage consists of the following when indicated by an 'X':

X	**Scheduled Equipment**	
X	As shown on the most current schedule on file with us. The amount shown on such schedulefor each item of equipment is the limit of insurance applying to that item.	
	Total limit of insurance for all Scheduled Equipment:	$2,174,390
X	**Unscheduled Owned Equipment**	
	Total limit of insurance for all unscheduled owned equipment:	$50,000
	Limit of insurance for any one unscheduled owned item of equipment:	$5,000
X	**Unscheduled Equipment Owned By Others**	
	Limit of insurance for any one unscheduled item of equipment leased, rented, or borrowed from others:	$100,000
	Total limit of insurance for all items of Equipment in any one Occurrence:	$2,324,390

Deductible

Deductible applying to all covered loss or damage indicated by an 'X' below unless a more specific Deductible for the covered loss or damage is shown elsewhere in this proposal:

X	Dollar Deductible:	$1,000

Valuation and Coinsurance

Valuation

The following Valuation applies to the applicable Covered Property:

Scheduled Equipment:

Actual Cash Value Valuation applies unless replaced by the Optional Valuation indicated by an X'.

Unscheduled Owned Equipment:
Actual Cash Value Valuation applies unless replaced by the Optional Valuation indicated by an X'.

Equipment Owned By Others:
The amount for which you are legally liable, not to exceed Replacement Cost.

Coinsurance
The following coinsurance applies to Scheduled Items when indicated by an 'X':

[ ]	100%	[ ]	90%	[X]	80%	[ ]	No Coinsurance Applies

Premium
The following Premium options apply when indicated by an 'X':

[X] **Scheduled and Unscheduled Owned Equipment**

[X] Non Reporting
Premium $5,227

[ ] Premium Adjustment
Premium Base Values
Estimated Premium Base Amount
Annual Rate Per $100
Inception Premium
Adjustment Rate Per $100

[X] **Leased Or Rented From Others**

[X] Non Reporting
Premium $82

[ ] Premium Adjustment
Premium Base Values
Estimated Premium Base Amount
Inception Premium
Adjustment Rate Per $100

Total Premium Due At Inception: $5,309

Other Terms and Conditions

CM B0 97 - Contractors Equipment Supplemental Declarations

COVERAGE EXTENSIONS	LIMIT OF INSURANCE
Business Personal Property In Job Trailers:	$10,000
Document And Data Restoration Costs:	$50,000

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Fire Protective Systems:	$75,000
Hauling Property Of Others:	$100,000
Newly Acquired Equipment - Per Item:	$250,000
Rental Costs:	
Any One Item:	$5,000
Any One Occurrence:	$25,000
Upgrades To Covered Property:	$25,000

ADDITIONAL COVERAGES	LIMIT OF INSURANCE
Claim Data Expenses:	$5,000
Continuing Rental Payments:	
Any One Item:	$5,000
Any One Occurrence:	$25,000
Contract Penalty:	$25,000
Debris Removal Increased Limit:	$75,000
Employee Tools, Equipment And Clothing:	
Any One Item:	$1,000
Any One Employee:	$2,500
Any One Occurrence:	$5,000
Errors Or Unintentional Omissions:	$100,000
Expediting Expenses:	$25,000
Expendable Supplies:	$10,000
Fire Or Police Department Service Charge:	$25,000
Lost Warranty Or Service Contract:	$10,000
Pollutant Clean Up And Removal:	$25,000
Preservation Of Property Expense:	$50,000
Reward Coverage:	$2,500
Tracking System Deductible Waiver Amount:	$10,000

CM U3 50 – Flood Exclusion
CM U3 66 – Earth Movement Exclusion

Gross Premium: $5,309

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New York - Electronic Vandalism Limitation And Other Changes CM U1 64

ELECTRONIC VANDALISM	LIMIT OF INSURANCE
Aggregate in any 12 month period of this policy:	$10,000

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General Liability coverage premium summary

Policy Number ZLP-21P59874

Occurrence

Option 1

Gross Premium $239,637

COVERAGE	LIMIT
General Aggregate Limit	$3,000,000
Products/Completed Operations Aggregate Limit	$3,000,000
Personal and Advertising Injury Liability Any One Person or Organization Limit	$1,000,000
Each Occurrence Limit	$1,000,000
The following limits apply:	
Damage to Premises Rented to You Limit (Any One Premises)	Excluded
Medical Expense Limit (Any One Person)	Excluded
Sewage Back-Up Limit	$1,000,000
Failure To Supply Limit	$1,000,000
Abuse or Molestation Aggregate Limit	$250,000
Each Abuse or Molestation Offense Limit	$250,000

Deductibles

The following deductibles (Loss Only) apply:

Deductible Each Occurrence - Sewer Back Up (Bodily Injury/Property Damage)	$5,000

Miscellaneous Items

DESCRIPTION
Cemetery Professional Services Liability
New York Lead Exclusion
Limited Abuse Or Molestation Liability Coverage

Amendments

DESCRIPTION
Exclusion - PFAS
XTEND Endorsement For Public Entities
Mobile Equipment Redefined - Public Entities
Amendment - Pollution Exclusion
Cap On Losses From Certified Acts Of Terrorism

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Exclusion - Injury To Volunteer Firefighters
Exclusion - Law Enforcement Activities Or Operations
Coverage C - Medical Payments Exclusion
Exclusion - Employees And Volunteer Workers As Insureds For Certain Bodily Injury, Personal Injury And Property Damage
Exclusion - Public Use Of Private Property
Exclusion - Discrimination
Exclusion - Professional Health Care Services - Public Entities
Exclusion - Violation Of Consumer Financial Protection Laws
Amendment Of Intellectual Property Exclusion
Exclusion - Nuclear Energy Liability
Amendment Of Common Policy Conditions - Prohibited Coverage - Unlicensed Insurance And Trade Or Economic Sanctions
Amendment Of Contractual Liability Exclusion - Exception For Damages Assumed In An Insured Contract Applies Only To Named Insured

DRAFT

General Liability Employee benefits liability

Policy Number ZLP-21P59874

Claims Made

Option 1

Gross Premium $381

COVERAGE	LIMIT
Aggregate Limit	$3,000,000
Each Employee Limit	$1,000,000

Deductibles

The following deductibles (Loss Only) apply:

Each Employee Deductible (Loss Only)	$1,000

Retroactive Date: 01/01/2015

DRAFT

Law Enforcement Liability

Policy Number ZLP-21P59874

Occurrence

Option 1

Gross Premium $57,154

COVERAGE	LIMIT
Aggregate Limit	$1,000,000
Each Wrongful Act Limit	$1,000,000

Deductibles

Deductibles apply to damages & defense expenses unless required otherwise by state regulation

The following deductible (Damages Only) applies:

Each Wrongful Act Deductible - Damages Only	$50,000

Miscellaneous Items

DESCRIPTION
Unmanned Aircraft Exclusion-With Exception For Designated Aircraft

Amendments

DESCRIPTION
Exclusion - PFAS
Cap On Losses From Certified Acts Of Terrorism
Amendment Of Common Policy Conditions - Prohibited Coverage -Unlicensed Insurance And Trade Or Economic Sanctions
Amendment Of Law Enforcement Activities Or Operations
Mobile Equipment Redefined - Exclusion Of Vehicles Subject To Motor Vehicle Laws

DRAFT

Public Entity Management liability

Policy Number ZLP-21P59874

Claims Made

Option 1

Gross Premium $22,952

COVERAGE	LIMIT
Aggregate Limit	$1,000,000
Each Wrongful Act Limit	$1,000,000

Retroactive Date: 01/01/1996

Deductibles

Deductibles apply to damages & defense expenses unless required otherwise by state regulation

The following deductible (Damages Only) applies:

Each Wrongful Act Deductible - Damages Only	$50,000

Miscellaneous Items

DESCRIPTION
Additional Insured - Designated Persons Or Organizations

Amendments

DESCRIPTION
Exclusion - PFAS
Amendment Of Joint Powers Authority Definition
Cap On Losses From Certified Acts Of Terrorism
Amendment Of Network And Information Security Wrongful Act Definition
Amendment Of Common Policy Conditions - Prohibited Coverage - Unlicensed Insurance And Trade Or Economic Sanctions
Amendment Of Law Enforcement Activities Or Operations Definition

The following are excluded when "yes" is indicated below. If "no" is indicated, an amendment and/or manuscript endorsement may be required

Yes	Airport	Yes	Transit Authorities
Yes	Health Care Facilities: Clinics	Yes	Gas Utilities

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Yes Health Care Facilities: Hospital
Yes Health Care Facilities: Blood Banks
Yes Health Care Facilities: Nursing Homes
Yes Health Care Facilities: Rehabilitation Facilities
Yes Port Authorities
Yes Electric Utilities
Yes Housing Authorities
Yes Schools or School Districts
Yes Joint Powers Authority

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Public Entity Employment related practices liability

Policy Number ZLP-21P59874

Claims Made

Option 1

Gross Premium	$35,554

Important notice

Defense expenses are payable within the limits of Insurance

COVERAGE	LIMIT
Aggregate Limit	$1,000,000
Each Wrongful Employment Practice Offense Limit	$1,000,000

Deductibles

Deductibles apply to damages & defense expenses unless required otherwise by state regulation.

The following deductible (Damages Only) applies:

Each Wrongful Employment Practice Offense Deductible (Damages Only)	$50,000

Retroactive Date	01/01/1996

Miscellaneous Items

DESCRIPTION
Defense Expenses Outside Of Limits

Amendments

DESCRIPTION
Amendment Of Joint Powers Authority Definition
Cap On Losses From Certified Acts Of Terrorism
Exclusion - Other Employment Laws
Amendment Of Common Policy Conditions - Prohibited Coverage - Unlicensed Insurance And Trade Or Economic Sanctions

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The following are excluded when "yes" is indicated below. If "no" is indicated, an amendment and/or manuscript endorsement may be required

Yes	Airport	Yes	Transit Authorities
Yes	Health Care Facilities: Clinics	Yes	Gas Utilities
Yes	Health Care Facilities: Hospital	Yes	Electric Utilities
Yes	Health Care Facilities: Blood Banks	Yes	Housing Authorities
Yes	Health Care Facilities: Nursing Homes	Yes	Schools or School Districts
Yes	Health Care Facilities: Rehabilitation Facilities	Yes	Joint Powers Authority
Yes	Port Authorities		

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Commercial Auto coverage premium summary

Option 1

Gross Premium $64,574

COVERAGE	AUTO SYMBOLS	LIMITS
Liability	1 only	$1,000,000
Personal Injury Protection	5 only	Included
Additional PIP		$50,000
Optional Basic Economic Loss		Included
Uninsured/Underinsured Motorist	2 only	$1,000,000
Number of autos, excluding trailers	95	
Number of trailers	22	

Miscellaneous Items

DESCRIPTION
New York Mutual Aid Endorsement

Amendments

DESCRIPTION
Amendment Of Bodily Injury Definition
Public Entity Auto Extension
Professional Services Not Covered
Emergency Services - Volunteer Firefighters' & Workers' Injuries Excluded
Amendment Of Employee Definition
Amendment Of Common Policy Conditions - Prohibited Coverage - Unlicensed Insurance And Trade Or Economic Sanctions

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Commercial Auto Physical Damage

Option 1

Gross Premium $77,462

COVERAGE	VALUATION	UNITS	DEDUCTIBLE
Symbol 2			
Comprehensive	Actual Cash Value	111	$1,000
Comprehensive	Agreed Value	6	$1,000
Collision	Actual Cash Value	111	$1,000
Collision	Agreed Value	6	$1,000

GARAGEKEEPERS LEGAL LIABILITY LOCATIONS	COMP LIMIT	COLL LIMIT	COMP DED	COLL DED
101 Princetown Road Rotterdam, NY	1,000,000	1,000,000	$500/$2500	$500
Total	1,000,000	1,000,000		

Miscellaneous Items

DESCRIPTION
Full Coverage Window Glass - New York

Amendments

DESCRIPTION
Public Entity Auto Extension

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Commercial Auto coverage premium summary

Automobile Composite Rating

In order to provide our insureds better service and administrative efficiency, Travelers Public Sector Services is pleased to provide the following process for handling mid-term automobile change requests. All requests will be managed in accordance with the Composite Rate Application outlined below. The insured should continue to submit all change requests to their agent for accurate record keeping and claims verification purposes. Particular attention should be paid to Item 5, which specifies the types of automobiles that will continue to require reporting to the Company.

Composite Rate Application

1. If your policy includes the coverage for which a composite rate is designated in the table below then the premium for that coverage is composite rated. Automobile Liability is rated on a "per unit" basis and Automobile Physical Damage is rated on the basis of the original cost new of the autos. **The composite rates reflect premium charges for any applicable miscellaneous auto coverages, with the exception of Garagekeepers Legal Liability**.
2. The composite rates for Automobile Liability and Physical Damage are the rates applicable at the inception of the policy. Based on the information provided for this proposal and as of the date of this proposal, these rates are as follows:

	LIABILITY	COMPREHENSIVE	COLLISION
Option 1	$680	0.398	0.493

3. The premium charged at inception is the estimated annual premium based on the number of units and total original cost new for all covered autos on file with the company at inception. The insured is to submit a current schedule of owned automobiles as of the expiration of the policy and the total earned premium will be computed on the basis of the average net change in units and their corresponding original cost new for the policy term.
4. All autos added will carry the same Liability limits and Physical Damage deductibles issued at policy inception for autos of the same type.
5. Any new auto requiring valuation other than actual cash value must be reported within 30 days of acquisition. These autos will be added to the policy automobile schedule mid-term and a final premium will be determined at policy expiration.

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Umbrella coverage premium summary

Policy Number ZUP-31N48419

Option 1

Total estimated policy premium	$96,342

Coverage information and limits

COVERAGE	LIMIT
General Aggregate Limit	$10,000,000
Products – Completed Operations Aggregate Limit	$10,000,000
Occurrence Limit	$10,000,000
Crisis Management Service Expenses Limit	$50,000
Self Insured Retention Any One Occurrence or Event	$10,000

Underlying schedule

Coverage is provided over the following underlying coverages:	Limit
General Liability Limit	$1,000,000
Employee Benefits Liability	$1,000,000
Auto Liability	$1,000,000
Law Enforcement Liability	$1,000,000
Public Entity Management Liability	$1,000,000
Public Entity Employment-Related Practices Liability	$1,000,000

Miscellaneous Items

DESCRIPTION

Abuse Or Molestation Exclusion - Coverage B

Excess Follow-Form And Umbrella Liability Insurance

Amendments

COVERAGE

PFAS Exclusion - Coverages A And B
Policy Declarations - Excess Follow-Form And Umbrella Liability
Schedule Of Underlying Insurance
Cap On Losses From Certified Acts Of Terrorism And Exclusion Of Other Acts Of Terrorism Committed Outside The United States
Intellectual Property Exclusion - Coverage B
Coverage For Financial Interest In Foreign Insured Organizations
Failure To Supply Exclusion - Coverages A And B
Mobile Equipment Racing Exclusion - Coverage B
Nuclear Energy Liability Exclusion (Broad Form) - Coverages A And B

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Amendment Of Coverage - Definitions
Public Use Of Private Property Exclusion - Coverages A And B
Follow-Form Limitation -Coverage B
Watercraft Liability Exclusion - Coverage B
Amendment Of Underlying Insurance Definition
Amendment Of Who Is An Insured - Employees And Volunteer Workers - Coverage B
Discrimination Exclusion - Coverage B
Injury To Volunteer Firefighters Exclusion - Coverage B
Law Enforcement Activities Or Operations Exclusion - Coverage B
Lead Exclusion - Coverage B
Pollution Not Related To Autos Exclusion - Public Entities Or Indian Tribes - Coverage A
Professional Health Care Services Exclusion With Limited Exception For Designated Professionals - Coverages A And B
Abuse Or Molestation Exclusion - Coverage A And B- With Limited Follow-Form Exception

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Federal Terrorism Risk Insurance Act Disclosure

The Federal Terrorism Risk Insurance Act of 2002 as amended ("TRIA") establishes a program under which the Federal Government may partially reimburse "Insured Losses" (as defined in TRIA) caused by "Acts Of Terrorism" (as defined in TRIA). "Act Of Terrorism" is defined in Section 102(1) of TRIA to mean any act that is certified by the Secretary of the Treasury – in consultation with the Secretary of Homeland Security and the Attorney General of the United States – to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

The Federal Government's share of compensation for such Insured Losses is 80% of the amount of such Insured Losses in excess of each Insurer's "Insurer Deductible" (as defined in TRIA), subject to the "Program Trigger" (as defined in TRIA).

In no event, however, will the Federal Government be required to pay any portion of the amount of such Insured Losses occurring in a calendar year that in the aggregate exceeds $100 billion, nor will any Insurer be required to pay any portion of such amount provided that such Insurer has met its Insurer Deductible. Therefore, if such Insured Losses occurring in a calendar year exceed $100 billion in the aggregate, the amount of any payments by the Federal Government and any coverage provided by this policy for losses caused by Acts Of Terrorism may be reduced.

For each coverage provided by this policy that applies to such Insured Losses, the charge for such Insured Losses is included in the premium for such coverage. The charge for such Insured Losses that has been included for each such coverage is the percentage of the premium for such coverage indicated below, and does not include any charge for the portion of such Insured Losses covered by the Federal Government under TRIA.

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Account summary

Premium summary

COVERAGE	POLICY NUMBER	PREMIUM
DELUXE	630-0T02195A	$48,681
GENERAL LIABILITY -OPT 1	ZLP-21P59874	$239,637
EMPLOYEE BENEFITS LIABILITY	ZLP-21P59874	$381
INLAND MARINE	630-0T02195A	$5,309
LAW ENFORCEMENT LIABILITY	ZLP-21P59874	$57,154
PUBLIC ENTITY MANAGEMENT LIABILITY	ZLP-21P59874	$22,952
PUBLIC ENTITY EMPLOYMENT RELATED PRACTICES LIABILITY	ZLP-21P59874	$35,554
AUTO LIABILITY	810-0T02195A	$64,574
AUTO PHYSICAL DAMAGE	810-0T02195A	$77,462
UMBRELLA EXCESS LIABILITY	ZUP-31N48419	$96,342
	Total	**$648,046**
	Taxes & Surcharges	**$860**

Note: *The estimated premium shown in the Premium Schedule and Quote Options, if any, may differ from actual premiums shown on the policies and installment bills due to installment charges, estimated taxes and surcharges, as well as rounding. Estimated taxes and surcharges may differ depending on selection of Quote Options, if any.*

IMPORTANT NOTE REGARDING ACCOUNT MINIMUM PREMIUM

The lines of business shown in the *Premium Schedule and Quote Options, if any*, are subject to a $5,000 account minimum premium. If the line(s) of business selected for binding do not total at least $5,000, then the premiums shown for those lines of business will be adjusted to total $5,000.

Payment plan

Direct Bill - 2 Installments
Bill Payment Options can be found at: Travelers.com/AutoPay

Note: The amount of each installment will be reflected on your policy invoicing.

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Notes- OPTION 2

GENERAL LIABILITY	Premium
No Sewer Backup Deductible	$243,824

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Disclosure

Unless accepted, the offer(s) of insurance contained in this proposal expire(s) automatically thirty (30) days after the proposal date referenced on the cover page, or the proposed effective date if earlier. This proposal is not a binding contract of insurance. If you have questions regarding this proposal, please contact your Travelers Representative.

The following outlines the coverage forms, limits of insurance, policy endorsements and other terms and conditions provided in this proposal/quote. Any policy coverages, limits of insurance, policy endorsements, coverage specifications, or other terms and conditions that you have requested that are not included in this proposal/quote have not been agreed to by Travelers. Please review this proposal/quote carefully and if you have any questions, please contact your Travelers representative.

This proposal/quote does not amend, or otherwise affect, the provisions of coverage of any resulting insurance policy issued by Travelers. It is not a representation that coverage does or does not exist for any particular claim or loss under any such policy. Coverage depends on the applicable provisions of the actual policy issued, the facts and circumstances involved in the claim or loss and any applicable law.

Please note that changes in the exposures, limits, or coverages may result in changes in rates and/or account pricing. Additionally, due to the expense of processing and servicing this account, in the event this quote is not accepted in its entirety, we reserve the right to reprice and reunderwrite this quote.

The policies will also be subject to all state-mandated endorsements.

At our discretion, we may decide to perform an interim test audit during the upcoming policy period to verify the adequacy of the exposure estimates that have been provided to us. If we decide to perform an interim test audit, a Travelers Auditor will contact the insured at the appropriate time to set up an appointment. The results of any interim test audit that we perform will be shared with you as soon as possible after the audit report has been completed.

As Broker/Agent you will be responsible for being aware of and complying with the various legal requirements associated with countersignature in various jurisdictions covered in the policies.

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Property coverage form index

Policy Number 630-0T02195A

Coverage and amendments

DESCRIPTION	FORM NUMBER
TABLE OF CONTENTS - DELUXE PROP COV PART	DX 00 04 11 12
NEW YORK CHANGES	DX 01 65 05 18
NY CHANGES - FUNGUS, WET ROT, DRY ROT	DX 03 16 11 12
DELUXE PROP COV PART DECLARATIONS	DX T0 00 11 12
DELUXE PROPERTY COV PART SUPPL DEC (NY)	DX T0 02 12 95
DELUXE PROPERTY COVERAGE FORM	DX T1 00 11 12
DELUXE BI (AND EE) COVERAGE FORM	DX T1 01 11 12
CAUSES OF LOSS-EARTHQUAKE	DX T3 01 11 12
CAUSES OF LOSS - BROAD FORM FLOOD	DX T3 02 11 12
SPOILAGE COVERAGE EXTENSION	DX T3 15 11 12
CAUSES OF LOSS-EQUIPMENT BREAKDOWN	DX T3 19 11 12
UTILITY SERVICES-DIRECT DAMAGE	DX T3 85 11 12
ELECTRONIC VANDALISM LIMITATION ENDT	DX T3 98 04 02
FEDERAL TERRORISM RISK INSURANCE ACT DIS	DX T4 02 01 21
PUBLIC ENTITY PROPERTY EXTENSIONS	DX T4 47 11 12

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Package common coverage form index

Policy Number 630-0T02195A

630 Common coverage and amendments

DESCRIPTION	FORM NUMBER
NEW YORK CHANGES-FRAUD	IL F0 02 03 99
NEW YORK CHANGES - CALCULATION OF PREM	IL F0 11 04 98
NY-EXCL OF LOSS DUE TO VIRUS OR BACTERIA	IL F0 63 05 13
NY CHGS-REF TO SUPERINTENDT AND INS DEPT	IL F1 01 05 20
ACTUAL CASH VALUE - NEW YORK	IL F1 53 12 22
COMMON DEC	IL T0 02 11 89
LOCATION SCHEDULE	IL T0 03 04 96
COMMON POLICY CONDITIONS-DELUXE	IL T3 18 07 07
EXCLUSION OF CERTAIN COMPUTER LOSSES	IL T3 55 05 13
AMNDT COMMON POLICY COND-PROHIBITED COVG	IL T4 12 03 15
CAP ON LOSSES FROM CERT ACTS OF TERRORIS	IL T4 14 01 21
PROTECTION OF PROPERTY	IL T4 40 10 20
NY CHANGES - CANCELLATION & NONRENEWAL	IL T9 21 01 14

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Inland Marine coverage form index

Policy Number 630-0T02195A

Coverage and amendments

Inland Marine

DESCRIPTION	FORM NUMBER
COMMERCIAL INLAND MARINE CONDITIONS	CM 00 01 09 04
NEW YORK CHANGES	CM 01 04 09 15
CONTRACTORS EQUIPMENT COVERAGE FORM DEC	CM B0 96 01 21
CONTRACTORS EQUIPMENT SUPPLEMENTAL DEC	CM B0 97 01 21
TABLE OF CONTENTS	CM T0 11 08 05
CONTRACTORS EQUIPMENT COVERAGE FORM	CM T2 42 01 21
FEDERAL TERRORISM RISK INSURANCE ACT DIS	CM T3 98 01 21
NY-EV LIMITATION & OTHER CHANGES	CM U1 64 01 23
FLOOD EXCLUSION	CM U3 50 01 21
EARTH MOVEMENT EXCLUSION	CM U3 66 01 21
DIGITAL ASSETS EXCL - DIGITAL CURRENCY	CM U6 41 01 23

DRAFT

RESOLUTION NO. 477.24

TO ACCEPT AND AWARD PROPOSAL AND AGREEMENT FOR THE NATURAL RESOURCES INVENTORY PROJECT TO HUDSONIA LTD

WHEREAS, the Town issued a Request for Proposals (RFP) for Natural Resources Inventory Professional Services on August 4, 2024, with responses due on September 23, 2024; and

WHEREAS, the Town received one response to the RFP from Hudsonia Ltd; NOW

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam does hereby accept and award the proposal dated October 24, 2024, to Hudsonia Ltd. Located at P.O. Box 5000, Annadale, New York 12504 for the Natural Resources Inventory Project in the amount not to exceed fifty-six thousand two hundred fifteen and 00/100 ($56,215.00) dollars.

SECTION 2. This resolution shall become effective December 11, 2024.

DATED: December 11, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

DRAFT

TOWN OF ROTTERDAM

John F. Kirvin Government Center • 1100 Sunrise Boulevard • Rotterdam, NY 12306
Telephone: 518-355-7575 • Fax: 518-355-7976 • Website: www.rotterdamny.org

LEGISLATIVE REQUEST FORM

DATE:	December 6, 2024
TO:	Mollie Collins, Town Supervisor
FROM:	Bruce Bonacquist, On Behalf of the Town of Rotterdam Conservation Advisory Council
TITLE OF REQUEST:	Award Bid to Hudsonia Ltd. on preparation of a Natural Resources Inventory (NRI) for the Town of Rotterdam.
TOWN BOARD MEETING:	December 11, 2024
Background Information:	In December 2022, the Town Board adopted a Comprehensive Plan. The Plan recommends, in part, "the development of a Natural Resources Inventory." the purpose of which is to "provide factual and scientific based information for decision making in Town."
Evaluation/Analysis:	An NRI is an important tool for local land use planning and management, policy making, and regulatory decisions. The Town of Rotterdam issued a Request for Proposals on September 16, 2024 and received one response from Hudsonia, Ltd. The response was reviewed by Town staff and the bidder was requested to modify some of the proposed work to be done to lower the cost and submit a best and final offer.
Recommendation(s):	Town Board to authorize the Town Supervisor to execute a contract with Hudsonia Ltd. for the preparation of and NRI for the Town of Rotterdam in an amount not to exceed $56,215.
Attachment/Documents:	Hudsonia Ltd. updated proposal dated December 5, 2024.
Compliance with Purchasing Policy:	YES; RFP has been completed
Effect(s) on Existing Law(s):	None

LEGISLATION WILL BE PREPARED BY: N/A

DRAFT

Hudsonia
a nonprofit institute

PO Box 5000, Annandale, NY 12504-5000
Phone: (845) 758-7053
Fax: (845) 758-7033

www.hudsonia.org

NATURAL RESOURCES INVENTORY FOR THE TOWN OF ROTTERDAM

A proposal

Updated
5 December 2024

Hudsonia proposes to prepare a Natural Resources Inventory for the Town of Rotterdam, Schenectady County, New York, in collaboration with the Rotterdam Conservation Advisory Council (CAC) and the Town Planning/Zoning Department. The NRI will describe and illustrate many of the natural resources that shape the landscape and support the people, businesses, and natural areas of the town. It will explain the significance of natural resources to the human community, identify threats, and provide recommendations for sustainable uses and conservation.

Resources to be covered in the NRI include bedrock and surficial geology, water resources (e.g. groundwater, streams, ponds, etc.), significant habitats, plants and animals of conservation concern, farmland, scenic and recreation areas, historical and present uses of natural resources. The NRI will include discussion of present-day and expected threats to natural resources including the effects of climate change on Rotterdam's biological and water resources and will provide recommendations for conservation actions that can be carried out by public and private landowners and incorporated into municipal policies and practices.

Hudsonia will work closely with the CAC and the town planning/zoning department to develop the scope, organization, and format of the NRI, to inform and solicit information from town agencies and the public, to incorporate local information not available from other sources, and to ensure that the final document meets the needs of the Town of Rotterdam.

Hudsonia will create a series of up to 20 maps and associated tables depicting natural resources, prepare descriptions and analysis of landscapes and natural features, identify known and anticipated threats to important resources, and offer recommendations for protection of resources of conservation concern.

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The maps will be created mostly from existing data in the public domain, but we will ask the CAC and planning/zoning department to help with obtaining data produced locally that is unavailable from other sources. We will also ask for assistance with landowner permissions for walking access to selected sites. Field work by Hudsonia biologists will include up to one day and will not include formal surveys for wildlife or plants. The purpose, instead, will be to obtain a general sense of the Rotterdam landscape and habitats. Photos to be included in the NRI will be collected by the CAC which can be solicited and collected from the public of natural resource subjects. The CAC will be able to organize, label, and select photos to be included in the NRI.

Hudsonia will prepare up to four drafts of the NRI for review by the CAC. We will endeavor to create a document that is rich in information, well-illustrated, inviting to read, and easy to use by town agencies, conservation partners, prospective funders, landowners, and the general public. The narrative will include descriptions and analyses of the data represented in the map series. Hudsonia will provide the final NRI to the town in Adobe pdf format. We will also provide the ArcGIS data for the NRI maps.

Budget, Fee Structure, and Payment Schedule

The fee for this work is $45,000; estimated costs by task are itemized below. This covers correspondence with the CAC, two in-person meetings with the CAC during preparation of the NRI. It covers the preparation of the text and data; incorporation of ideas, information, and edits from the CAC, town agencies, and the public. It covers one online or in-person presentation to town agencies and the general public during preparation of the NRI, one public presentation after completion of the NRI, and two hands-on workshops with town agencies on using the NRI for townwide planning, environmental reviews, and policymaking. Hudsonia's payment schedule will be no less than quarterly but can be flexible depending on grant requirements and town needs specifications.

As a separate line item, we included the cost of the design and layout of the NRI by Stephanie Blackman, a professional designer (https://www.blackmandesign.net/). Stephanie Blackman would operate as a subcontractor to Hudsonia for a fee of $13,750 (to Stephanie Blackman). Hudsonia will work with Stephanie on three revisions of the NRI for a fee of $850. This amount is reflected in the budget below.

Budget Estimates by Task

Admin and meetings	3,700
Compile data	5,400
Map series	14,100
Field visits	690
Drafts and revisions of NRI	13,725
Public presentations	2,400

Workshops	1,600
Print & bind NRI	0
Design & layout	850
Blackman Design & layout	$13,750
Total	$56,215

Hudsonia expects to complete the NRI within fifteen months of the date of a signed agreement with the town. Development of the NRI is a collaborative effort, however, and achieving interim milestones and meeting a final deadline for the project will depend upon timely completion of tasks by both Hudsonia and the CAC and town planning/zoning departments. The final presentation and workshops will be scheduled by the CAC after completion of the NRI.

Approximate Timeline

Tasks ↓ Month →	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
Meetings, Hudsonia & CAC	x			x			x			x							
Hudsonia gathers existing spatial data	x																
Hudsonia & CAC develop NRI outline	x																
Hudsonia completes initial set of maps			x														
CAC returns comments on maps				x													
CAC gathers local info & provides to Hudsonia		x			x			x									
CAC solicits photos from public		x			x		x		x								
CAC compiles, selects, & labels photos						x		x		x							
Hudsonia submits first draft of main body of NRI to CAC							x										
CAC returns comments to Hudsonia								x									
Hudsonia submits second draft, and draft appendices										x							
CAC returns comments to Hudsonia											x						
Hudsonia submits third draft												x					
CAC posts draft and CAC and Hudsonia hold public meeting													x				
CAC compiles comments from public and town agencies, and provides final instructions to Hudsonia													x				
Hudsonia submits final draft														x			
CAC approves final draft														x			
Hudsonia shares with Blackman for design & layout															x		
CAC schedules public presentation and agency workshops															x		
Hudsonia and CAC give presentation and hold workshops																x	x

Hudsonia Ltd. is an independent, nonprofit, non-advocacy institute for environmental research and education. Hudsonia biologists have studied the natural resources of the region for over 40 years, working with other scientists and helping landowners, municipal agencies, and conservation NGOs recognize areas of conservation importance and identifying areas most appropriate for new development. We have prepared hundreds of reports, scientific papers, and book-length documents describing our findings and the implications for land use, development, and conservation. Hudsonia biologists created the *Biodiversity Assessment Manual for the Hudson River Estuary Corridor*, published by the NYS Department of Environmental Conservation in 2001, and have since worked with members of municipal, county, and state agencies and the staffs of conservation NGOs to bring the *Manual*'s ideas and techniques into routine use to inform local policy and land use decisions. In recent years Hudsonia has prepared NRIs for the towns of Ancram (2015), New Lebanon (2017) (both in Columbia County), Kent (2023) (Putnam County), Dover (2019), Milan (2023) (Dutchess County), and whole-county NRIs for Columbia (2018) and Greene (2019) counties. Work on the Rotterdam project would be carried out by Hudsonia staff including Amanda Bevan Zientek, Lea Stickle, Kathryn Natale, and Erik Kiviat. Resumes are available on request.

Links to NRI's that Hudsonia has completed are available on our website at: https://www.hudsonia.org/maps-reports#Natural-Resource-Inventories

Link to the NRI for the Town of Kent: https://www.townofkentny.gov/sites/g/files/vyhlif4576/f/uploads/town_of_kent_natural_resources_inventory_accessible.pdf

Link to the NRI for the Town of Milan: https://milan-ny.gov/wp-content/uploads/2023/08/Milan-NRI-1August-draft-Web-File.pdf

For further information about this proposal, contact:

Amanda Bevan Zientek, Director of the Biodiversity Resources Center, Hudsonia Ltd., 845-758-7024; abevanzientek@bard.edu.

References:

1. Curtis DeVito, Vice Chairperson of Conservation Advisory Commission for the Town of Stanford
    a. Email: CDeVito@townofstanford.org
    b. Phone: 917-359-3944
    c. Hudsonia is working collaboratively with Stanford to complete habitat maps that will be included in their Natural Resources Inventory (NRI). We are also preparing recommendations for CEA expansions. This work is part of a broader collaborative effort by several volunteers.

2. Debra Blalock, Milan Town Board & Chair of Milan NRI
    a. Email: dblalock5270@gmail.com
    b. Phone: 845-399-6206.
    c. Hudsonia completed the narrative and a map series for the Town of Milan's Natural Resource Inventory. Hudsonia also performed trainings and presentations to the Milan Town Board and Planning Board to illustrate the use and benefits of having an NRI.
3. Bill Volckmann, Town of Kent Conservation Advisory Committee Chair
    a. Email: Nimhamfiretower@gmail.com
    b. Phone: 914-671-2764
    c. Hudsonia completed the narrative and a map series for the Town of Kent's Natural Resource Inventory.

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- Please include this signature page with proposal submission acknowledging receipt of the Town of Rotterdam's Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace

Amanda Bevan Zientek
Signature

Hudsonia Ltd.
Name of Company or Corporation

PO Box 5000
Address

Annandale	NY	12504-5000
City	***State***	***Zip***

abevanzientek@bard.edu
Email

I understand if I am chosen, that I must comply with all federal, state, and local laws, as well as rules, regulations, policies and guidance, including the State of New York's newly released guidance on sexual harassment. By submitting a proposal, I acknowledge receipt of the Town of Rotterdam *"Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace"* Policy.

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STEPHANIE
BLACKMAN
DESIGN

November 12, 2024

Amanda Bevan Zientek
Director, Biodiversity Resources Center
Hudsonia Ltd.
PO Box 5000
Annandale, NY 12504

PROPOSAL

Proposal HUD-2404: Town of Rotterdam, NY Natural Resources Inventory (NRI)

Design through pre-press production of 8.5" x 11" NRI book with approximately 250 to 300 pages, with images and maps, 4-color throughout.

Proposal includes design of cover with three options presented for client approval, and design/full layout/typesetting of interior. This proposal assumes that all text (including alternative text for images and maps) will be provided by client as Word files, with images and maps as pdf, Illustrator or Photoshop files and all data for charts and lists as Excel or Word files. Proofs will be submitted as pdf files. Three rounds of client revisions are included in this cost estimate, with additional revisions to be billed at the rate of $125 per hour.

Project includes:

Creative Development: Design of cover (three options), publication structure, overall development of styles for all elements, including text, photos, captions, headers/footers, charts, lists, appendix tables and layouts, etc. Map text styles to tags for accessibility.

Full Layout: Layout and typesetting of 250 to 300-page publication with text, photos, maps, tables appendices, etc.

Images: Processing of approximately 80 to 125 images and maps (conversion to CMYK, color correction, retouching if necessary, resizing, adjust map files for accessibility, add alternative text to all images).

Project Management: Meetings and calls, correspondence, organization and cataloging of text, photos, maps, data files, etc.

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STEPHANIE
BLACKMAN
DESIGN

Production Management: Prepare printing specs, preflight and prep files for printing, upload to printer and review proofs, liaise with printer.

Revisions: Three rounds of text revisions and pdf proofs included.

Accessibility/PDF Remediation: Structure InDesign file for best Section 508 compliance results, review final pdf document for tag structure, alt text for images, alt text for links if necessary, test links, test for compliance with accessibility checker, find and fix errors, test with screen reader. Provide final, accessible pdf for digital distribution.

Total for design through prepress for print and creation of accessible pdf for digital distribution:
Estimated 110 hours @$125/hr **$ 13,750**

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P.O. Box 240 | Chichester, NY 12416 | 845-688-2220 | sb@blackmandesign.net | blackmandesign.net
NYS and NYC Certified Woman-Owned Business

RESOLUTION NO. 478.24

TO ADOPT A SEQR NEGATIVE DECLARATION ON A CHANGE OF ZONE APPLICATION ON ±17.3 ACRES FROM AGRICULTURAL (A-1) TO GENERAL BUSINESS (B-2) LOCATED AT 900 & 880 DUANESBURG ROAD

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam herby adopts the Negative Declaration dated December 11, 2024, as prepared by the Senior Planner, for a Change of Zone request on ±17.3 acres from Agricultural (A-1) to General Business (B-2) to facilitate the construction of a 102,500 square foot BJ's Wholesale Club with associated 8 island fueling stations at 900 Duanesburg Road, Tax Map No. 57-3-7.112, and a 2,000 square foot retail building with associated drive thru at 880 Duanesburg Road, Tax Map No. 57.7-1-1.2.

SECTION 2. The Town Board hereby authorizes the Senior Planner to distribute all documents necessary to comply with 6 NYCRR Part 612.12 (State Environmental Quality Review).

SECTION 3. This resolution shall become effective December 11, 2024.

DATED: December 11, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

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TOWN OF ROTTERDAM

John F. Kirvin Government Center • 1100 Sunrise Boulevard • Rotterdam, NY 12306
Telephone: 518-355-7575 • Fax: 518-355-7976 • Website: www.rotterdamny.org

LEGISLATIVE REQUEST FORM

DATE: December 5, 2024

TO: Mollie Collins, Town Supervisor

FROM: Peter Comenzo – Senior Planner PC

TITLE OF REQUEST: Issuance of a SEQR Negative Declaration on a Change of Zone request on ± 17.3 acres from Agricultural (A-1) to General Business (B-2).

TOWN BOARD MEETING: December 11, 2024

Background Information:

Owner: Flying J, Inc.
185 S. State Street, Suite 1300
Salt Lake City, Utah 84111

Applicant: GDPL Ville Rotterdam, LLC
145 Otterkill Road
Mountainville, NY 10953

Change of Zone request on ±17.3 acres from Agricultural (A-1) to General Business (B-2). The applicant would like to construct a 102,500 square foot BJ's Wholesale Club with associated 8 island fueling station at 900 Duanesburg Road (Tax Map No. 57-3-7.112), and 2,000 square foot retail building with associated drive thru at 880 Duanesburg Road (Tax Map No. 57.7-1-1.2). Consideration also given to the related application for Special Permits and Site Plan Review and Water District Extension.

Evaluation/Analysis: The proposal is a State Environmental Quality Review (SEQR) Type 1 Action and will require conclusion of the environmental review prior to the Town Board making a decision on the request.

Recommendation(s): Town Board should make a decision on adoption of the Draft Negative Declaration as prepared by Town Staff an authorize Town Planner to distribute all documents in accordance with SEQR.

Attachment/Document(s):
Long Environmental Assessment Form (LEAF)
Draft Negative Declaration as prepared by the Senior Planner
Traffic study prepared by VHB & Crosswalk Estimate
Agency Comment Letters

Compliance with Purchasing Policy: N/A

Effect(s) on Existing Law(s): 6NYCRR Part 617
State Environmental Quality Review

LEGISLATION WILL BE PREPARED BY: Supervisors Office

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6NYCRR PART 617
NEGATIVE DECLARATION
Notice of Determination of Non-Significance
State Environmental Quality Review

Date: December 11, 2024

In accordance with Article 8 (State Environmental Quality Review) of the Environmental Conservation Law (the "Act"), and the statewide regulations under the Act (6NYCRR Part 617) (the "Regulations"), the Lead Agency has received an environmental assessment form in connection with the proposed action described below (the "Action") and the Lead Agency has determined (i) that said proposed action will result in no major impacts and therefore will not have a significant effect on the environment, and (ii) therefore that an environmental impact statement is not required to be prepared with respect to said Action.

SEQRA Status:	Type I	(X)
	Type II	( )
	Unlisted	( )
Conditioned Negative Declaration:	Yes	( )
	No	(X)

Contract Vendee: GDPL Ville Rotterdam, LLC
145 Otterkill Road
Mountainville, NY 10953

Owners: Flying J Inc.
185 S. State Street, Suite 1300
Salt Lake City, UT 84111

Location: 880 & 900 Duanesburg Road

Action: Change of Zone request on ±17.3 acres from Agricultural (A-1) to General Business (B-2). The applicant would like to construct a ±102,500 square foot BJ's Wholesale Club with associated 8 island fueling station at 900 Duanesburg Road (Tax Map No. 57-3-7.112), and 2,000 square foot retail building with associated drive thru at 880 Duanesburg Road (Tax Map No. 57.7-1-1.2). Consideration also given to the related application for Special Permits and Site Plan Review and Water District Extension.

Involved/Interested Agencies:
Schenectady County Economic Development and Planning
Schenectady County Department of Health
NYS Dept. of Environmental Conservation – Region #4
New York State Department of Transportation
New York State Thruway Authority
United States Department of Army, Corps of Engineers
United State Fish and Wildlife Service
Rotterdam Highway Department
Rotterdam Police Department
Rotterdam Planning Commission
Metroplex Development Authority
Fire District #6
Schalmont School District

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Reasons for Determination of Non-Significance:

The Lead Agency has reviewed the Change of Zone application, the associated site plans, a project description, full EAF, and supporting documentation, and conducted further investigation of the requested action and its environmental effects as deemed appropriate. Based upon this review and the Lead Agency's knowledge of the area surrounding the project, the Lead Agency has determined that the action will have no significant effects on the environment.

The Town of Rotterdam Department of Public Works transmitted this application information to all involved and interested agencies for review on November 9, 2023. The applicant then supplied supplemental information subsequent to the original submittal following up with the following agencies seeking letters relative to the actions. These inquiries include the following:

1. NYS Office of Archeological and Historic Preservation dated October 16, 2023;
2. US Department of Interior Fish and Wildlife Service dated October 16, 2023; and
3. NYS Department of Transportation dated May 22, 2024; and
4. Schalmont School District dated October 17, 2024

The Change of Zone request concerns a total of ±17.30 acres consisting of two separate parcels located on the north side of Duanesburg Road immediately east of the entrance ramps to Interstate 88. The properties known as 880 and 900 Duanesburg Road are currently vacant and previously contained a single-family residential structure at 880 Duanesburg Road and a single-family residential home with a barn and associated outbuildings on 900 Duanesburg Road. These structures were demolished approximately 11 years ago. The Applicant seeks the Change of Zone to facilitate the construction of a new ±102,500 square foot BJs Wholesale Club with fuel pumps and a proposed ±2,000 square foot fast food restaurant. In addition to the proposed fueling facility proposed for this site, there are other fuel and convenience type facilities in the immediate vicinity. There is a recently constructed gas station/convenience store, liquor store, and a fast-food establishment (Wendys) located immediately to the west of the I-88 entrance and a truck stop fueling center with fast food (Pilot/Dunkin Donuts/Subway) also located immediately to the west. There is an existing regional library facility located to the east. And additional properties to the east of these parcels in the vicinity of the site are currently zoned B-2 and contain retail businesses and a wellness center. Lands of the Schalmont Central School District are located to the south are drainage areas, woodlands, and athletic fields. The entrance to the school campus is located approximately 1000 feet east of the proposed roadway into the property to be rezoned. A Water District Extension will be required for this project and the environmental effects of this action has also been considered in this determination. Prior to the issuance of building permits, both Site Plan approval as well as a Special Use Permit would be required for this commercial use from the Rotterdam Planning Commission.

The proposed Project will utilize public water and will provide on-site septic to treat project wastewater. The proposed project will connect to the Town of Rotterdam municipal water system which is located immediately adjacent to the project property along the western side of NYS Route 7 (Duanesburg Road). The proposed water supply system will include a distribution system to service the domestic and fire flow needs of the Project. The project will require either the extension of the existing Water District #5 or the execution of an out of district contract. The water appurtenances shall be designed and constructed in accordance with all local, state, and federal requirements for dedication to the appropriate entity at the sole cost of the Applicant.

Additionally, the Water District extension, as designed conforms to all applicable State and Town Standards. The associated infrastructure will be constructed at the sole cost of the Applicant. The finances for operation and maintenance of the facilities will be financed through the sale of water to the benefitted properties.

The Town of Rotterdam Town Board as lead agency has reviewed the Full Environmental Assessment Form Part 1 completed by the Project Sponsor along with supporting reports, studies, and plans.

The conceptual site plan and potential environmental effects of the proposed Change of Zone were discussed at regularly scheduled Planning Commission Meeting on September 5, 2023 and September 19, 2023 and a unanimous positive referral to the Town Board was prepared. The project was also the subject of a public hearing conducted at the December 13, 2023 Town Board Meeting in which two (2) members of the public spoke and had questions regarding the proposed Change of Zone.

The applicant has advanced review of the site plan with the Planning Commission and has made several revisions that will further mitigate environmental impacts. Pursuant to the allowances in 6 NYCRR Part 617, the Town has retained the services of a Town Designated Engineer to assist in the review of this project.

Further and final review of the proposed Change of Zone and Project was conducted by the Town Board on November 26, 2024 after receiving further input from Town Staff and the Town Designated Engineer for the project. The Town Board considered all comments received in its deliberations and decisions.

Based on the submitted materials, public comment, and input from the Planning Commission and Town Board, the Town completed or caused to be completed Part 2 of the Long Environmental Assessment Form and a Draft Negative Declaration dated December 11, 2024 was circulated for review and use by the Town Board in making this determination. This Draft Negative Declaration was also reviewed by GPI, the Town Designated Engineer on this project.

The evaluation indicates rezoning this property to General Business (B-2) will not result in significant environmental impacts. Any future project proposed for this site must meet the

requirements of the General Business (B-2) zone, as well as all other existing regulatory requirements at the Town, State, or Federal level; thereby adequately mitigating or avoiding significant environmental impacts.

Project History
GDPL Ville Rotterdam, LLC is contract vendee of ±17.30 acres consisting of two separate parcels located on the north side of Duanesburg Road immediately east of the entrance ramps to Interstate 88. Applicant requests a Change of Zone on these parcels from Agriculture (A-1) to General Business (B-2) to facilitate the construction of a new ±102,500 square foot BJs Wholesale Club with fuel pumps and a proposed ±2,000 square foot fast food restaurant.

Findings, Basis, and Rationale for Decision

The following discussion sets forth the Findings, basis, and rationale for the Town of Rotterdam's decision, including required mitigation measures. The analysis is based upon the criteria set forth in Part 1 and Part 2 of the Full Environmental Assessment form.

Impact on Land

The site includes primarily flat terrain with a mix of Moderately Well Drained to Poorly Drained Soils. Soil types include Silt Loam and Silt Clay. Average depth to Bedrock is greater than 5 feet and depth to Water Table ranges from approximately 6 to 30 feet.

There are either none or small impacts to land expected as a result of the project.

Impact in Geological Features

This Site Development will not result in any adverse impacts in Geological Features as it will not impact any unique or unusual land forms.

There are either none or small impacts to geologic features expected as a result of the project.

Impacts on Surface Water

There will be minimal impacts to Surface Water as a result of the Site Development due to small disturbances of federal wetlands as described in the Project Plans. The wetland delineation of the parcel has been completed and indicates that there is ±1.2 acres of federal wetlands on the site however only ±0.51 acres of federal wetlands are proposed to be disturbed. There are currently no NYS Department of Environmental Conservation jurisdictional wetlands located on or adjacent to the site. The Project will rely upon a Nationwide Permit from the Army Corp of Engineers in relation to the small disturbance.

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The Nationwide permit application is submitted and the application demonstrates that the proposed action complies with the criteria and requirements for issuance of the permit. Any project action approval will be conditioned upon the issuance of a Nationwide Permit from the Army Corps of Engineers.

A Stormwater Management Report has been prepared by the Project Engineer and is dated February 13, 2024. Based upon comments from the Town Designated Engineer and some modifications to the project layout due to mitigation for avoidance of federal wetland areas, the report was revised on March 14, 2024, April 12, 2024, and November 13, 2024.

Surface Water will otherwise not be adversely be impacted by the proposed Site Development. Overall, the proposed stormwater management system reduces and/or eliminates the impacts of the proposed development by controlling and treating stormwater through the use of drainage ditches and channels, storm sewer piping, and stormwater management basins. The stormwater management system performance limits stormwater flows from the proposed development so that there is no increase in the peak flow rates at the design points of the receiving tributaries, streams, and drainage courses. The stormwater management system is designed to function adequately and not adversely affect adjacent or downstream properties.

The Project proposes the use of an on-site wastewater treatment facility to be treat effluent on-site, pass thru proposed surface stormwater bioretention basins, discharged into a culvert that travels under State Route 7 and ultimately into a receiving body of water. The Town Designated Engineer has prepared a map depicting the proposed system and pathway for discharge to the proposed surface stormwater system and its path across Duanesburg Road and through the property located to the south and ultimately into the Normanskill. This map was prepared to review the location of the proposed on-site system and to understand the pathways and distances associated with the surface water drainage both on and off the site. The discharge of surface waters has been discussed with both the NYS Department of Environmental Conservation and the Schalmont School District as there are wetland areas on the south side State Route 7 that may potentially receive this regulated water discharge. At the request of DEC, the Town and School District conducted a meeting to discuss the functionality and use of the proposed treatment system. The district had some additional questions concerning the system and the lead agency (Town of Rotterdam) requested additional information from the project applicant and Stantec Engineering on the proposed system. This information was provided to the district and there were no further comments.

This proposed surface water discharge system that contains both stormwater and treated effluent has been reviewed by the Town Designated Engineer and deemed acceptable for review and approval by the regulatory agencies. Any project action approval will be conditioned upon the issuance of a State Pollutant Discharge Elimination System (SPDES) permit from the NYS Department of Environmental Conservation for the on-site sanitary system.

There are either none or small impacts to surface water expected as a result of the project.

Impact on Groundwater

The proposed Site Development will not result in any adverse impact on Groundwater. The Project is designed with a municipal water system, which system has adequate capacity to serve the Project. The fueling area within the Project will be developed applying and implementing all applicable requirements under New York State Bulk Storage and Fuel Station regulations and requirements, including containment as prescribed in the rules and regulations. Wastewater will be treated through an onsite system which has been designed in accordance with all New York State and Schenectady County requirements.

There are either none or small impacts to groundwater expected as a result of the project.

Impact on Flooding

The proposed Site Development will not result in any adverse impacts on lands subject to flooding. The Project site does not lie within a flood zone nor will it result in modification of existing drainage patterns.

There are either none or small impacts to flooding expected as a result of the project.

Impacts on Air

The proposed Site Development will not result in any adverse impacts on air as it will not include any state regulated air emission source. Minor air impacts may be encountered with the use of machinery that utilizes fossil fuels during construction and traffic generated as consequence of any project action. In addition, dispensing of petroleum products may have minor impacts to the air quality however these impacts and mitigation are regulated by both state and federal regulations.

This site is in close proximity to the interstate and no residential dwellings are in immediate vicinity.

There are either none or small impacts to air expected as a result of the project.

Impact on Plants and Animals

An Endangered Species Habitat Assessment Report dated October 3, 2023 was prepared and indicates that based upon NYSDEC mapping that there are no Rare Plant or Animals Mapping and also analyzed the potential presence of the northern long-eared bat.

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A letter was received from the US Fish and Wildlife Service dated October 16, 2023 indicating that they had reviewed the project site and have issued a "No Effect" on the northern long-eared bat.

The proposed Site Development will not result in adverse impacts on Plants and Animals, except for minor impact arising from temporary construction activities and associated disturbance and notice, and from the use of fertilizer and of pesticides to be applied by licensed application during normal site operation.

There are either none or small impacts to plants and animals expected as a result of the project.

Impacts on Agricultural Resources

No portion of the site is currently used for Agricultural purposes nor has it been devoted to such use in the recent past years. The construction of Interstate 88 in the 1960's disrupted any potential future use of this property for agricultural purposes. The original farm home and associated barns abandoned for several years and were ultimately demolished in 2012.

With these parcels being collectively ± 17.3 acres and currently vacant with frontage on State Route 7 and adjoining Interstate 88 and drainage area. These properties have extremely limited potential for farming activities due to their size and surroundings. A review of Agricultural District mapping on the NYS Agricultural and Markets website indicates that these properties are not located in an Agricultural District.

There are either none or small impacts to Agriculture Resources expected as a result of the project.

Impacts on Aesthetic Resources

The proposed Site Development will not result in any adverse impacts on Aesthetic Resources as the proposed uses and structures are consistent with surrounding uses and structures.

There are either none or small impacts to Aesthetics Resources expected as a result of the project.

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Impact on Historic and Archeological Recourses

A complete and comprehensive Phase 1A cultural resource survey was performed for the proposed project area. A No Impact Letter has been received from the Office of New York State Parks Recreation and Historic Preservation dated October 16, 2023.

There are either none or small impacts to Historic and Archeological Resources expected as a result of the project.

Impact on Open Space and Recreation

The proposed Site Development will not result in any adverse impacts on Open Space and/or Recreation opportunities. The project site is bounded on the north and south by major state and interstate roadways and has limited recreational value.

There are either none or small impacts to Open Space and Recreation expected as a result of the project.

Impact on Critical Environmental Areas

The proposed Site Development will not result in any adverse impacts on Critical Environmental Areas as the project is not within nor adjacent to a Critical Environmental Areas.

Impact on Transportation

A traffic study was prepared by the project consultant and review coordinated with both the NYS Department of Transportation and the Town Designated Engineer. The proposed site development will result in an increase of traffic, in particular during the weekday morning and evening peak hours and Saturday mid-day. The methodology used in preparing the Traffic Impact Study, including trip generation, trip distribution, trip assignment, background growth and level of service analysis are consistent with standard industry practice. No additional mitigation measures are required. Therefore, the intersection and safety improvements required at the existing intersections are consistent with the site's obligation to minimize the adverse impacts of the proposed development. In addition, the geometry and intersection control at the proposed site access roads will allow these intersections to operate at acceptable levels of service on all approaches.

As part of the coordinated SEQRA review of this application, the lead agency circulated the application materials to the Schalmont School District as an interested agency. The school property is located directly south of the proposed site and the signalized entrance to the school campus is located approximately 1000 feet east. Schalmont, in a letter dated October

17, 2024 had expressed some consideration of potential mitigation as there is currently no sidewalk infrastructure both on the school campus leading to the signalized entrance nor anywhere along Duanesburg Road in the vicinity of the school campus. There is however a pedestrian actuated button at the signalized entrance but no crosswalks or roadway signage. After discussions with both the Town Staff, Town Designated Engineer, and School District in regards to the potential for the construction of sidewalks and/or the location of a mid-block crossing, it was determined that the best course of action was to make improvements to the existing signalized entrance to the school campus. As part of this effort the Town has requested a monetary contribution from the project applicant to be put toward pedestrian improvements at the signalized intersection.

As part of the site plan review process for the project action, the Planning Commission will address any potential transportation improvements including signage, striping, handicap, and pedestrian accommodations.

There are either none or small impacts to transportation expected as a result of the project.

Impact on Energy

The proposed Site Development will result in an increase of use of various forms of energy for heat, lighting, and electricity. Nonetheless, the existing infrastructure includes sufficient capacity to provide services to the project without requiring new or upgraded infrastructures.

There are either none or small impacts to energy expected as a result of the project.

Impact on Noise, Odor and Light

The proposed Site Development will result in temporary increases in noise and odors due to construction activities, and thereafter in noise generated by typical commercial retail activities. Impacts from new lighting will be created as a result of the site development proposed to be developed on site. Noise and Odor impacts are expected to be primarily temporary in nature.

A photo illumination plan will be reviewed by both the Town Designated Engineer and the Planning Commission during site plan review. Lighting will be minimized to the greatest extent practicable at the fueling canopy, structures, and site lighting will be shielded and oriented downward to reduce lighting impacts. There are proposed significant buffers included in project design and through appropriate lighting design.

There are either none or small impacts to noise, odor, or light expected as a result of the project.

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Impact on Human Health

The proposed Site Development is not expected to have any adverse impacts on Human Health as the project will not create opportunities for exposure to new or existing source of contamination.

There are either none or small impacts to human health expected as a result of the project.

Consistency with Community Plans

The proposed Site Development is generally in alignment with Town, County and State land use plans for the project vicinity, including but not limited zoning which authorizes commercial and residential uses, the inclusion of areas of open space, and development which is sensitive to surrounding land uses.

The Applicant submitted evidence to the Town Board that the Project as proposed is consistent with and supports the goals and objectives of the Town's Comprehensive Plan as adopted in 2022. The Comprehensive Plan for the Town of Rotterdam says its objectives are to encourage and promote quality development and utilize existing infrastructure and Town services. The stated goals also include the following:

- "Promote investment and reinvestment to attract and retain local businesses and employment opportunities.
- Ensure that commercial growth occurs in a manner that maintains the character of the community while expanding the Town's tax base and the availability of services to members of the community.
- Support and promote existing commercial and industrial areas." Page II-2 2022 Comprehensive Plan

While the property remains zoned Agricultural, it is no longer considered a suitable zoning for the site as it is surrounded by other Commercial uses and is located at the major intersection of Duanesburg Road (NYS Route 7) and NYS Interstate-88. The Project Proposal is consistent with the Corridor Mixed Use areas and recommended actions as defined and described in the Comprehensive Plan. (2022 Comprehensive Plan III-7).

Some of the existing infrastructure and Town services the project will benefit from are as follows:

- Located immediately adjacent to the intersection for the entrance to Interstate 88, characterized as a Key Regional Access point. Locating the proposed Project at this intersection ensures that the Project will have minimal impacts on the overall transportation system
- Located in the Schalmont School District which will benefit from the increased tax revenues.
- There is an existing water main on Duanesburg Road and an analysis of the water infrastructure indicates that there is sufficient quantity and pressure to service the project.

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• The proposed use is compatible with surrounding uses and ensures that a significant retail resource to the Town of Rotterdam and the surrounding communities.

There are no feasible alternatives to the action given the existing agriculture zoning of the property and the proximity to Route 7 (Duanesburg Road), the commercial corridor for the town. There are no irreversible and irretrievable commitments of important resources which would be involved in the proposed action if it is implements, as the lands involved are not actively used for any current purpose permitted under the existing zoning, the soils are not especially valuable for agriculture use, and most adjacent properties are zoned for and/ or committed to commercial uses.

The Town Board has concluded that this project is consistent with community plans.

Consistency with Community Character

The proposed Site Development is not expected to result in adverse impacts to the Community Character. The project is designed in accordance with general zoning and land use objectives of the Town and County as discussed above. The Project models the Town's vision for development practices and meets the objectives discussed through their Comprehensive Land Use Plan and other planning documents. The vacant parcels located along Route 7 of the Town of Rotterdam are surrounded by parcels already developed for commercial and residential uses. The Project is surrounded by predominantly commercial uses and a major highway interchange for I-88. The existing land is vegetated with light brush with groupings of moderate woods and mixed areas of open meadow. The proposed design works to maintain the community characteristics enjoyed in the Town. Since the Project is expected to replace the existing BJ's operation in the Town, there is no new need for community services as a result of the Project.

Existing environmentally sensitive areas such as wetlands and stream courses are protected by the establishment of buffers and avoiding to the fullest extent possible the areas from potential impacts. The Project will allow for preservation of character, protect natural resources, and avoid additional demands to the infrastructure.

The Town Board has concluded that this project is consistent with community character.

The Town Board has also reviewed the potential development thresholds of this non-project action on the property for all potential uses of this property under the General Business Zoning Classification. Any use of this property will require Rotterdam Planning Commission site plan approval.

This rezoning will not result in any impacts to utilities and all coordination and expenses related to on-site utility infrastructure improvements will be handled by the project sponsor.

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After a review of the application materials, the Long Environmental Assessment Form (Parts 1 and 2), and comments received on this proposal, the Town Board of the Town of Rotterdam has determined that this proposal will not have a significant adverse impact on the environment.

The Town Board has considered the following criteria to determine if this proposal has significant adverse impacts on the environment:
(i) a substantial adverse change in existing air quality, ground or surface water quality or quantity, traffic or noise levels; a substantial increase in solid waste production; a substantial increase in potential for erosion, flooding, leaching or drainage problems;
(ii) the removal or destruction of large quantities of vegetation or fauna; substantial interference with the movement of any resident or migratory fish or wildlife species; impacts on a significant habitat area; substantial adverse impacts on a threatened or endangered species of animal or plant, or the habitat of such a species; or other significant adverse impacts to natural resources;
(iii) the impairment of the environmental characteristics of a Critical Environmental Area.
(iv) the creation of a material conflict with a community's current plans or goals as officially approved or adopted;
(v) the impairment of the character or quality of important historical, archaeological, architectural, or aesthetic resources or of existing community or neighborhood character;
(vi) a major change in the use of either the quantity or type of energy;
(vii) the creation of a hazard to human health;
(viii) a substantial change in the use, or intensity of use, of land including agricultural, open space or recreational resources, or in its capacity to support existing uses;
(ix) the encouraging or attracting of a large number of people to a place or places for more than a few days, compared to the number of people who would come to such place absent the action;
(x) the creation of a material demand for other actions that would result in one of the above consequences;
(xi) changes in two or more elements of the environment, no one of which has a significant impact on the environment, but when considered together result in a substantial adverse impact on the environment; or
(xii) two or more related actions undertaken, funded or approved by an agency, none of which has or would have a significant impact on the environment, but when considered cumulatively would meet one or more of the criteria in this subdivision.
The Town Board has also considered the reasonably related long-term, short-term, direct, indirect and cumulative impacts, including other simultaneous or subsequent actions, which are:
(i) included in any long-range plan of which the action under consideration is a part;
(ii) likely to be undertaken as a result thereof; or
(iii) dependent thereon.
(3) The significance of a likely consequence (i.e., whether it is material, substantial, large or important) has be assessed in connection with:
(i) its setting (e.g., urban or rural);
(ii) its probability of occurrence;

(iii) its duration;
(iv) its irreversibility;
(v) its geographic scope;
(vi) its magnitude; and
(vii) the number of people affected

At a regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, Town Hall, 1100 Sunrise Boulevard, Rotterdam, NY on the 11th day of December, 2024 hereby adopted this NEGATIVE DECLARATION pursuant to 6NYCRR PART 617, State Environmental Quality Review.

_____

Mollie Collins
Town Supervisor

For further information contact: Peter J. Comenzo
Town of Rotterdam Senior Planner
John F. Kirvin Government Center
1100 Sunrise Boulevard
Rotterdam, New York 12306
(518) 355-7575 x-338

For Type 1 Actions a copy of this Notice sent to:
Town Supervisor
Other Involved Agencies
Applicant
Environmental Notice Bulletin http://www.dec.ny.gov/enb/enb.html

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Full Environmental Assessment Form
Part 1 - Project and Setting

Instructions for Completing Part 1

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

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

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

A. Project and Applicant/Sponsor Information.

Name of Action or Project: Change of Zone and Site Plan Review		
Project Location (describe, and attach a general location map): 900 Duanesburg Road and 880 Duanesburg Road		
Brief Description of Proposed Action (include purpose or need): Rezoning of 17.05± acres from A-1 Agricultural to B-2 General Business to construct a 104,495± GSF retail building, 16 fueling stations, and a 2,500± SF drive thru building. Project will consider an adequate parking lot with landscaping, lighting, parking, stormwater drainage system, necessary utilities including water connection to the public main and a private on-site wastewater treatment system.		
Name of Applicant/Sponsor: GDPLLville Rotterdam, LLC	Telephone: 845-534-0100 E-Mail:	
Address: 145 Otterkill Road, PO Box 55		
City/PO: Mountainville	State: NY	Zip Code: 10953
Project Contact (if not same as sponsor; give name and title/role): Luigi A. Palleschi, P.E., ABD Engineers & Surveyors, LLP	Telephone: 518-377-0315 E-Mail: luigi@abdeng.com	
Address: 411 Union Street		
City/PO: Schenectady	State: NY	Zip Code: 12306
Property Owner (if not same as sponsor): Flying J, Inc	Telephone: E-Mail:	
Address: 185 S State Street, Suite 1300		
City/PO: Salt Lake City	State: UT	Zip Code: 84111

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B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)

Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Counsel, Town Board, or Village Board of Trustees ☑Yes☐No	Rotterdam Town Board	July 28, 2023
b. City, Town or Village Planning Board or Commission ☑Yes☐No	Rotterdam Planning Commission	July 28, 2023
c. City, Town or Village Zoning Board of Appeals ☐Yes☑No		
d. Other local agencies ☐Yes☑No		
e. County agencies ☑Yes☐No	Schenectady County Planning	November 9, 2023
f. Regional agencies ☐Yes☑No		
g. State agencies ☑Yes☐No	NYSDOT/NYSDEC	November 6, 2023/October 3, 2023
h. Federal agencies ☑Yes☐No	ACOE	October 9, 2023

i. Coastal Resources.
i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway? ☐Yes☑No

ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program? ☐Yes☑No
iii. Is the project site within a Coastal Erosion Hazard Area? ☐Yes☑No

C. Planning and Zoning

C.1. Planning and zoning actions.

Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? ☐Yes☑No

- **If Yes,** complete sections C, F and G.
- **If No,** proceed to question C.2 and complete all remaining sections and questions in Part 1

C.2. Adopted land use plans.

a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located? ☑Yes☐No
If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? ☑Yes☐No

b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) ☑Yes☐No
If Yes, identify the plan(s):
NYS Heritage Areas:Mohawk Valley Heritage Corridor

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? ☐Yes☑No
If Yes, identify the plan(s):

C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. ☑ Yes ☐ No
If Yes, what is the zoning classification(s) including any applicable overlay district?
A-1 Agricultural

b. Is the use permitted or allowed by a special or conditional use permit? ☐ Yes ☑ No

c. Is a zoning change requested as part of the proposed action? ☑ Yes ☐ No
If Yes,
i. What is the proposed new zoning for the site? Rezone from A-1 Agricultural to B-2 General Business

C.4. Existing community services.

a. In what school district is the project site located? Schalmont

b. What police or other public protection forces serve the project site?
NYS Police, Schenectady County Sheriff, Rotterdam Police Department

c. Which fire protection and emergency medical services serve the project site?
District 6

d. What parks serve the project site?
Featherstonhaugh State Forest, Plotter Kill Preserve, DiCaprio Park

D. Project Details

D.1. Proposed and Potential Development

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

b. a. Total acreage of the site of the proposed action? 17.05± acres
b. Total acreage to be physically disturbed? 17± acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 17.05± acres

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

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

e. Will the proposed action be constructed in multiple phases? ☐ Yes ☑ No
i. If No, anticipated period of construction: 12 months
ii. If Yes:
- Total number of phases anticipated _____
- Anticipated commencement date of phase 1 (including demolition) _____ month _____ year
- Anticipated completion date of final phase _____ month _____ year
- Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____

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

	One Family	Two Family	Three Family	Multiple Family (four or more)
Initial Phase				
At completion of all phases				

g. Does the proposed action include new non-residential construction (including expansions)? ☑Yes ☐No
If Yes,
i. Total number of structures 2
ii. Dimensions (in feet) of largest proposed structure: 28' height; 270' width; and 390' length
iii. Approximate extent of building space to be heated or cooled: 105,025± square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? ☐Yes ☑No
If Yes,
i. Purpose of the impoundment:
ii. If a water impoundment, the principal source of the water: ☐ Ground water ☐ Surface water streams ☐Other specify:
iii. If other than water, identify the type of impounded/contained liquids and their source.
iv. Approximate size of the proposed impoundment. Volume: million gallons; surface area: acres
v. Dimensions of the proposed dam or impounding structure: height; length
vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete):

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? ☐Yes ☑No
(Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)
If Yes:
i .What is the purpose of the excavation or dredging?
ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?
- Volume (specify tons or cubic yards):
- Over what duration of time?

iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them.
iv. Will there be onsite dewatering or processing of excavated materials? ☐Yes ☐No
If yes, describe.
v. What is the total area to be dredged or excavated? acres
vi. What is the maximum area to be worked at any one time? acres
vii. What would be the maximum depth of excavation or dredging? feet
viii. Will the excavation require blasting? ☐Yes ☐No
ix. Summarize site reclamation goals and plan:

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? ☑Yes ☐No
If Yes:
i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): Federal Wetlands, 1.2± acres as delineated by wetland biologist

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ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:
0.5 acres or less of wetland area is proposed to be filled in to achieve the proper grades for parking and maneuvering areas.

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

iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation? ☐Yes ☑No
If Yes:
- acres of aquatic vegetation proposed to be removed:
- expected acreage of aquatic vegetation remaining after project completion:
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access):
- proposed method of plant removal:
- if chemical/herbicide treatment will be used, specify product(s):

v. Describe any proposed reclamation/mitigation following disturbance:
N/A

c. Will the proposed action use, or create a new demand for water? ☑Yes ☐No
If Yes:
i. Total anticipated water usage/demand per day: 4,500± gallons/day
ii. Will the proposed action obtain water from an existing public water supply? ☑Yes ☐No
If Yes:
- Name of district or service area: Rotterdam
- Does the existing public water supply have capacity to serve the proposal? ☑Yes ☐No
- Is the project site in the existing district? ☐Yes ☑No
- Is expansion of the district needed? ☑Yes ☐No
- Do existing lines serve the project site? ☑Yes ☐No

iii. Will line extension within an existing district be necessary to supply the project? ☑Yes ☐No
If Yes:
- Describe extensions or capacity expansions proposed to serve this project:
Proposing to extend 12"water main and connect to Town's dead end looping the system.
- Source(s) of supply for the district: Water tower by Rotterdam.

iv. Is a new water supply district or service area proposed to be formed to serve the project site? ☐Yes ☑No
If, Yes:
- Applicant/sponsor for new district:
- Date application submitted or anticipated:
- Proposed source(s) of supply for new district:

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

vi. If water supply will be from wells (public or private), what is the maximum pumping capacity: _____ gallons/minute.

d. Will the proposed action generate liquid wastes? ☑Yes ☐No
If Yes:
i. Total anticipated liquid waste generation per day: 4,500± gallons/day
ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each):
Sanitary wastewater

iii. Will the proposed action use any existing public wastewater treatment facilities? ☐Yes ☑No
If Yes:
- Name of wastewater treatment plant to be used:
- Name of district:
- Does the existing wastewater treatment plant have capacity to serve the project? ☐Yes ☐No
- Is the project site in the existing district? ☐Yes ☐No
- Is expansion of the district needed? ☐Yes ☐No

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- Do existing sewer lines serve the project site? ☐Yes ☐No
- Will a line extension within an existing district be necessary to serve the project? ☐Yes ☐No

If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____

iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? ☐Yes ☑No

If Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- What is the receiving water for the wastewater discharge? _____

v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans):

A privately owned wastewater treatment system is proposed.

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

See Santec Water Reclamation Facilities Catalog

e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? ☑Yes ☐No

If Yes:

i. How much impervious surface will the project create in relation to total size of project parcel?

_____ Square feet or 9.8± acres (impervious surface)

_____ Square feet or 17.1± acres (parcel size)

ii. Describe types of new point sources. On-site stormwater system

iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?

Stormwater will be handled on-site in stormwater management areas and discharged to existing culverts with NYSDOT ROW.

- If to surface waters, identify receiving water bodies or wetlands: _____
- Will stormwater runoff flow to adjacent properties? ☑Yes ☐No

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

f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? ☑Yes ☐No

If Yes, identify:

i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)

Delivery vehicles

ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)

Power generation until utilities from power company is installed.

iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)

Standby generators

g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? ☐Yes ☑No

If Yes:

i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) ☐Yes ☐No

ii. In addition to emissions as calculated in the application, the project will generate:

- _____Tons/year (short tons) of Carbon Dioxide (CO_2)
- _____Tons/year (short tons) of Nitrous Oxide (N_2O)
- _____Tons/year (short tons) of Perfluorocarbons (PFCs)
- _____Tons/year (short tons) of Sulfur Hexafluoride (SF_6)
- _____Tons/year (short tons) of Carbon Dioxide equivalent of Hydroflourocarbons (HFCs)
- _____Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

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

If Yes:

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

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

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

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

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

If Yes:

i. When is the peak traffic expected (Check all that apply): ☐Morning ☐Evening ☑Weekend ☐Randomly between hours of 11 AM to 1 PM.

ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): 8-10 trucks per day

iii. Parking spaces: Existing 0 Proposed 485 Net increase/decrease +485

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

v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: Reciprical access easements will be provided.

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

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

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

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

If Yes:

i. Estimate annual electricity demand during operation of the proposed action: To be determined

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

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

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

i. During Construction:

- Monday - Friday: 7 am - 7 pm
- Saturday: 8 am - 3 pm
- Sunday: 8 am - 3 pm
- Holidays: N/A

ii. During Operations:

- Monday - Friday: 8 am - 9 pm
- Saturday: 8 am - 9 pm
- Sunday: 8 am - 7 pm
- Holidays: varies

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m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? ☑ Yes ☐ No

If yes:

i. Provide details including sources, time of day and duration:

Proposed generators, which tend to run bi-weekly for a short test duration and construction equipment during normal working hours.

ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? ☑ Yes ☐ No

Describe: A few mature trees will need to be removed along the east property line to construct the driveway.

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

If yes:

i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:

Pole and building mounted, LED down type lighting

ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? ☑ Yes ☐ No

Describe: A few mature trees will need to be removed along the east property line to construct the driveway.

o. Does the proposed action have the potential to produce odors for more than one hour per day? ☑ Yes ☐ No

If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures:

Vehicle fueling facility.

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

If Yes:

i. Product(s) to be stored Gasoline, diesel, and propane

ii. Volume(s) 65,000 per unit time weekly (e.g., month, year)

iii. Generally, describe the proposed storage facilities:

Underground tanks

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

If Yes:

i. Describe proposed treatment(s):

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

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

If Yes:

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

- Construction: 4 tons per week (unit of time)
- Operation : 2 tons per week (unit of time)

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

- Construction: C and D materials
- Operation: Cardboard, paper, plastic, metal and tires

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

- Construction: Construction waste to be managed by licensed hauler.
- Operation: Solid waste generated by normal site and WWTP operations will be handled by licensed hauler.

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

If Yes:

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

ii. Anticipated rate of disposal/processing:

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

iii. If landfill, anticipated site life: _____ years

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

If Yes:

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

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

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

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

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

If Yes: provide name and location of facility: _____

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

E. Site and Setting of Proposed Action

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

a. Existing land uses.

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

☐ Urban ☐ Industrial ☑ Commercial ☑ Residential (suburban) ☐ Rural (non-farm)
☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other (specify): _____

ii. If mix of uses, generally describe:

b. Land uses and covertypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	0	9.8±	+9.8±
• Forested	0	0	0
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	11	0	-11±
• Agricultural (includes active orchards, field, greenhouse etc.)	0	0	0
• Surface water features (lakes, ponds, streams, rivers, etc.)	0	0	0
• Wetlands	1.2±	0.7±	-0.5
• Non-vegetated (bare rock, earth or fill)	0	0	0
• Other Describe: Greenspace	0	7.3±	+7.3±

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c. Is the project site presently used by members of the community for public recreation? ☐Yes ☑No
i. If Yes: explain: _____

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? ☑Yes ☐No
If Yes,
i. Identify Facilities:
Schalmont schools

e. Does the project site contain an existing dam? ☐Yes ☑No
If Yes:
i. Dimensions of the dam and impoundment:
- Dam height: _____ feet
- Dam length: _____ feet
- Surface area: _____ acres
- Volume impounded: _____ gallons OR acre-feet

ii. Dam's existing hazard classification: _____
iii. Provide date and summarize results of last inspection:

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? ☐Yes ☑No
If Yes:
i. Has the facility been formally closed? ☐Yes ☐No
- If yes, cite sources/documentation: _____

ii. Describe the location of the project site relative to the boundaries of the solid waste management facility:

iii. Describe any development constraints due to the prior solid waste activities: _____

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

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? ☐Yes ☑No
If Yes:
i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: ☐Yes ☐No
☐ Yes – Spills Incidents database — Provide DEC ID number(s): _____
☐ Yes – Environmental Site Remediation database — Provide DEC ID number(s): _____
☐ Neither database

ii. If site has been subject of RCRA corrective activities, describe control measures: _____

iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? ☐Yes ☑No
If yes, provide DEC ID number(s): _____

iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):

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

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

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? 8± feet

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

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

Silt loam	90 %
Silt Clay	10 %
	%

d. What is the average depth to the water table on the project site? Average: 10+ feet

e. Drainage status of project site soils:

☐	Well Drained:	% of site
☑	Moderately Well Drained:	40 % of site
☑	Poorly Drained	60 % of site

f. Approximate proportion of proposed action site with slopes:

☑	0-10%:	90 % of site
☑	10-15%:	10 % of site
☐	15% or greater:	% of site

g. Are there any unique geologic features on the project site? ☐Yes ☑No
If Yes, describe: _____

h. Surface water features.

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

ii. Do any wetlands or other waterbodies adjoin the project site? ☐Yes ☑No

If Yes to either *i* or *ii*, continue. If No, skip to E.2.i.

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

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

- Streams: Name _____ Classification _____
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name ACOE Approximate Size 1.2± acres
- Wetland No. (if regulated by DEC) _____

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? ☐Yes ☑No

If yes, name of impaired water body/bodies and basis for listing as impaired: _____

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

j. Is the project site in the 100-year Floodplain? ☐Yes ☑No

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

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? ☑Yes ☐No
If Yes:

i. Name of aquifer: Principal Aquifer

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m. Identify the predominant wildlife species that occupy or use the project site:
Typical Suburban wildlife

n. Does the project site contain a designated significant natural community? ☐Yes ☑No
If Yes:
i. Describe the habitat/community (composition, function, and basis for designation):
ii. Source(s) of description or evaluation:
iii. Extent of community/habitat:
- Currently: _____ acres
- Following completion of project as proposed: _____ acres
- Gain or loss (indicate + or -): _____ acres

o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? ☐Yes ☑No
If Yes:
i. Species and listing (endangered or threatened):

p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? ☐Yes ☑No
If Yes:
i. Species and listing:

q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? ☐Yes ☑No
If yes, give a brief description of how the proposed action may affect that use:

E.3. Designated Public Resources On or Near Project Site

a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? ☐Yes ☑No
If Yes, provide county plus district name/number:

b. Are agricultural lands consisting of highly productive soils present? ☐Yes ☑No
i. If Yes: acreage(s) on project site?
ii. Source(s) of soil rating(s):

c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? ☐Yes ☑No
If Yes:
i. Nature of the natural landmark: ☐ Biological Community ☐ Geological Feature
ii. Provide brief description of landmark, including values behind designation and approximate size/extent:

d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? ☐Yes ☑No
If Yes:
i. CEA name:
ii. Basis for designation:
iii. Designating agency and date:

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e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic 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? ☐ Yes ☑ No

If Yes:

i. Nature of historic/archaeological resource: ☐ Archaeological Site ☐ Historic Building or District

ii. Name: _____

iii. Brief description of attributes on which listing is based:

_____

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

g. Have additional archaeological or historic site(s) or resources been identified on the project site? ☐ Yes ☑ No

If Yes:

i. Describe possible resource(s): _____

ii. Basis for identification: _____

h. Is the project site within fives miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? ☑ Yes ☐ No

If Yes:

i. Identify resource: Revolutionary Trail

ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): Trail scenic byway

iii. Distance between project and resource: 4.65± miles.

i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? ☐ Yes ☑ No

If Yes:

i. Identify the name of the river and its designation: _____

ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? ☐ Yes ☐ No

F. Additional Information

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

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

G. Verification

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

Applicant/Sponsor Name Luigi A. Palleschi, P.E., ABD Engineers & Surve Date Rev 11/25/2024

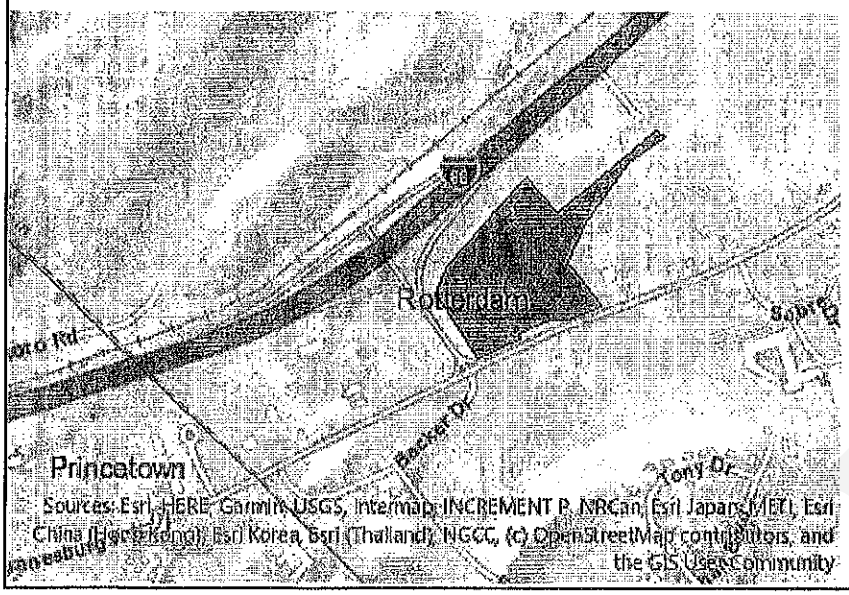
Signature _____ Title Professional Engineer

PRINT FORM

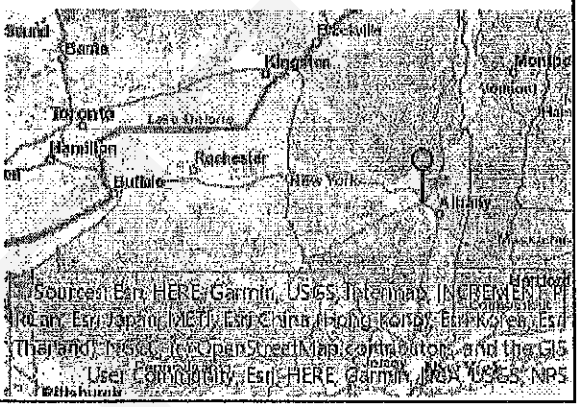
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EAF Mapper Summary Report

Monday, July 24, 2023 5:01 PM



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



B.i.i [Coastal or Waterfront Area]	No
B.i.ii [Local Waterfront Revitalization Area]	No
C.2.b. [Special Planning District]	Yes - Digital mapping data are not available for all Special Planning Districts. Refer to EAF Workbook.
C.2.b. [Special Planning District - Name]	NYS Heritage Areas:Mohawk Valley Heritage Corridor
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	No
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	No
E.2.h.ii [Surface Water Features]	No
E.2.h.iii [Surface Water Features]	No
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	No
E.2.j. [100 Year Floodplain]	No
E.2.k. [500 Year Floodplain]	No
E.2.l. [Aquifers]	Yes
E.2.l. [Aquifer Names]	Principal Aquifer
E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	No

E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.3.f. [Archeological Sites]	Yes
E.3.i. [Designated River Corridor]	No

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Agency Use Only [If applicable]
Project: GDPL Ville Rotterdam 880 Duanesburg
Date: November 26, 2024

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

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)
☐ NO ☑ YES
If "Yes", answer questions a - j. If "No", move on to Section 2.

	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.	E2d	☑	☐
b. The proposed action may involve construction on slopes of 15% or greater.	E2f	☑	☐
c. The proposed action may involve construction on land where bedrock is exposed, or generally within 5 feet of existing ground surface.	E2a	☑	☐
d. The proposed action may involve the excavation and removal of more than 1,000 tons of natural material.	D2a	☑	☐
e. The proposed action may involve construction that continues for more than one year or in multiple phases.	D1e	☑	☐
f. The proposed action may result in increased erosion, whether from physical disturbance or vegetation removal (including from treatment by herbicides).	D2e, D2q	☑	☐
g. The proposed action is, or may be, located within a Coastal Erosion hazard area.	B1i	☑	☐
h. Other impacts: _____		☐	☐

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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 1. E.2.g) ☑ NO ☐ YES
If "Yes", answer questions a - c. If "No", move on to Section 3.

	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	☐	☐
b. The proposed action may affect or is adjacent to a geological feature listed as a registered National Natural Landmark. Specific feature: _____	E3c	☐	☐
c. Other impacts: _____		☐	☐

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) ☐ NO ☑ YES
If "Yes", answer questions a - l. If "No", move on to Section 4.

	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	☑	☐
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	☑	☐
c. The proposed action may involve dredging more than 100 cubic yards of material from a wetland or water body.	D2a	☑	☐
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	☑	☐
e. The proposed action may create turbidity in a waterbody, either from upland erosion, runoff or by disturbing bottom sediments.	D2a, D2h	☑	☐
f. The proposed action may include construction of one or more intake(s) for withdrawal of water from surface water.	D2c	☑	☐
g. The proposed action may include construction of one or more outfall(s) for discharge of wastewater to surface water(s).	D2d	☑	☐
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	☑	☐
i. The proposed action may affect the water quality of any water bodies within or downstream of the site of the proposed action.	E2h	☑	☐
j. The proposed action may involve the application of pesticides or herbicides in or around any water body.	D2q, E2h	☑	☐
k. The proposed action may require the construction of new, or expansion of existing, wastewater treatment facilities.	D1a, D2d	☑	☐

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l. Other impacts: ACOE Permit will be required for disturbance of approximately 0.51 acres of federal wetlands. No NYSDEC regulated wetlands exist on or adjacent to site.		☑	☐

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) ☐ NO ☑ YES
If "Yes", answer questions a - h. If "No", move on to Section 5.

	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	☑	☐
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	☑	☐
c. The proposed action may allow or result in residential uses in areas without water and sewer services.	D1a, D2c	☑	☐
d. The proposed action may include or require wastewater discharged to groundwater.	D2d, E2l	☑	☐
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	☑	☐
f. The proposed action may require the bulk storage of petroleum or chemical products over ground water or an aquifer.	D2p, E2l	☑	☐
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	☑	☐
h. Other impacts: Project will be serviced by municipal water. The proposed fueling facility will conform to all requirements of NYS Bulk Storage and Fuel station regulations.		☐	☐

5. Impact on Flooding
The proposed action may result in development on lands subject to flooding. (See Part 1. E.2) ☑ NO ☐ YES
If "Yes", answer questions a - g. If "No", move on to Section 6.

	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	☐	☐
b. The proposed action may result in development within a 100 year floodplain.	E2j	☐	☐
c. The proposed action may result in development within a 500 year floodplain.	E2k	☐	☐
d. The proposed action may result in, or require, modification of existing drainage patterns.	D2b, D2e	☐	☐
e. The proposed action may change flood water flows that contribute to flooding.	D2b, E2i, E2j, E2k	☐	☐
f. If there is a dam located on the site of the proposed action, is the dam in need of repair, or upgrade?	E1e	☐	☐

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g. Other impacts: _____		☐	☐

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) ☐NO ☑YES

If "Yes", answer questions a - f. If "No", move on to Section 7.

	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)	D2g	☑	☐
ii. More than 3.5 tons/year of nitrous oxide (N_2O)	D2g	☑	☐
iii. More than 1000 tons/year of carbon equivalent of perfluorocarbons (PFCs)	D2g	☑	☐
iv. More than .045 tons/year of sulfur hexafluoride (SF_6)	D2g	☑	☐
v. More than 1000 tons/year of carbon dioxide equivalent of hydrochloroflourocarbons (HFCs) emissions	D2g	☑	☐
vi. 43 tons/year or more of methane	D2h	☑	☐
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	☑	☐
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	☑	☐
d. The proposed action may reach 50% of any of the thresholds in "a" through "c", above.	D2g	☑	☐
e. The proposed action may result in the combustion or thermal treatment of more than 1 ton of refuse per hour.	D2s	☑	☐
f. Other impacts: Fueling activities and some traffic/idling vehicles on-site. Site is in close proximity to the interstate and no residential dwellings are in immediate vicinity		☑	☐

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.) ☐NO ☑YES

If "Yes", answer questions a - j. If "No", move on to Section 8.

	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	☑	☐
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	☑	☐
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	☑	☐
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	☑	☐

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	☑	☐
f. The proposed action may result in the removal of, or ground disturbance in, any portion of a designated significant natural community. Source: _____	E2n	☑	☐
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	☑	☐
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	☑	☐
i. Proposed action (commercial, industrial or recreational projects, only) involves use of herbicides or pesticides.	D2q	☑	☐
j. Other impacts: _____ _____		☐	☐

8. Impact on Agricultural Resources
The proposed action may impact agricultural resources. (See Part 1. E.3.a. and b.) ☑NO ☐YES
If "Yes", answer questions a - h. If "No", move on to Section 9.

	Relevant Part I 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	☐	☐
b. The proposed action may sever, cross or otherwise limit access to agricultural land (includes cropland, hayfields, pasture, vineyard, orchard, etc).	E1a, E1b	☐	☐
c. The proposed action may result in the excavation or compaction of the soil profile of active agricultural land.	E3b	☐	☐
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	☐	☐
e. The proposed action may disrupt or prevent installation of an agricultural land management system.	E1 a, E1b	☐	☐
f. The proposed action may result, directly or indirectly, in increased development potential or pressure on farmland.	C2c, C3, D2c, D2d	☐	☐
g. The proposed project is not consistent with the adopted municipal Farmland Protection Plan.	C2c	☐	☐
h. Other impacts: _____		☐	☐

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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 1. E.1.a, E.1.b, E.3.h.)
☑ NO ☐ YES
If "Yes", answer questions a - g. If "No", go to Section 10.

	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	☐	☐
b. The proposed action may result in the obstruction, elimination or significant screening of one or more officially designated scenic views.	E3h, C2b	☐	☐
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	 ☐ ☐	 ☐ ☐
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	 ☐ ☐	 ☐ ☐
e. The proposed action may cause a diminishment of the public enjoyment and appreciation of the designated aesthetic resource.	E3h	☐	☐
f. There are similar projects visible within the following distance of the proposed project: 0-1/2 mile ½ -3 mile 3-5 mile 5+ mile	D1a, E1a, D1f, D1g	☐	☐
g. Other impacts: _____		☐	☐

10. Impact on Historic and Archeological Resources
The proposed action may occur in or adjacent to a historic or archaeological resource. (Part 1. E.3.e, f. and g.)
☑ NO ☐ YES
If "Yes", answer questions a - e. If "No", go to Section 11.

	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	☐	☐
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	☐	☐
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	☐	☐

d. Other impacts: _____		☐	☐
e. 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.	E3e, E3g, E3f	☐	☐
ii. The proposed action may result in the alteration of the property's setting or integrity.	E3e, E3f, E3g, E1a, E1b	☐	☐
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.	E3e, E3f, E3g, E3h, C2, C3	☐	☐

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.
(See Part 1. C.2.c, E.1.c., E.2.q.)
If "Yes", answer questions a - e. If "No", go to Section 12.

☑ NO ☐ 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 an impairment of natural functions, or "ecosystem services", provided by an undeveloped area, including but not limited to stormwater storage, nutrient cycling, wildlife habitat.	D2e, E1b E2h, E2m, E2o, E2n, E2p	☐	☐
b. The proposed action may result in the loss of a current or future recreational resource.	C2a, E1c, C2c, E2q	☐	☐
c. The proposed action may eliminate open space or recreational resource in an area with few such resources.	C2a, C2c E1c, E2q	☐	☐
d. The proposed action may result in loss of an area now used informally by the community as an open space resource.	C2c, E1c	☐	☐
e. Other impacts: _____		☐	☐

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)
If "Yes", answer questions a - c. If "No", go to Section 13.

☑ NO ☐ 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 a reduction in the quantity of the resource or characteristic which was the basis for designation of the CEA.	E3d	☐	☐
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	☐	☐
c. Other impacts: _____		☐	☐

13. Impact on Transportation
The proposed action may result in a change to existing transportation systems. ☐ NO ☑ YES
(See Part 1. 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	☑	☐
b. The proposed action may result in the construction of paved parking area for 500 or more vehicles.	D2j	☑	☐
c. The proposed action will degrade existing transit access.	D2j	☑	☐
d. The proposed action will degrade existing pedestrian or bicycle accommodations.	D2j	☑	☐
e. The proposed action may alter the present pattern of movement of people or goods.	D2j	☑	☐
f. Other impacts: Traffic study completed and revised. Mitigation contribution by developer for pedestrian improvements.		☐	☐

14. Impact on Energy
The proposed action may cause an increase in the use of any form of energy. ☐ NO ☑ YES
(See Part 1. 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	☑	☐
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	☑	☐
c. The proposed action may utilize more than 2,500 MWhrs per year of electricity.	D2k	☑	☐
d. The proposed action may involve heating and/or cooling of more than 100,000 square feet of building area when completed.	D1g	☑	☐
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 1. 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	☑	☐
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	☑	☐
c. The proposed action may result in routine odors for more than one hour per day.	D2o	☑	☐

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d. The proposed action may result in light shining onto adjoining properties.	D2n	☑	☐
e. The proposed action may result in lighting creating sky-glow brighter than existing area conditions.	D2n, E1a	☑	☐
f. Other impacts: _____ _____		☐	☐

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	☐	☐
b. The site of the proposed action is currently undergoing remediation.	E1g, E1h	☐	☐
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	☐	☐
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	☐	☐
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	☐	☐
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	☐	☐
g. The proposed action involves construction or modification of a solid waste management facility.	D2q, E1f	☐	☐
h. The proposed action may result in the unearthing of solid or hazardous waste.	D2q, E1f	☐	☐
i. The proposed action may result in an increase in the rate of disposal, or processing, of solid waste.	D2r, D2s	☐	☐
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	☐	☐
k. The proposed action may result in the migration of explosive gases from a landfill site to adjacent off site structures.	E1f, E1g	☐	☐
l. The proposed action may result in the release of contaminated leachate from the project site.	D2s, E1f, D2r	☐	☐
m. Other impacts: _____ _____		☐	☐

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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.) ☑ NO ☐ YES

If "Yes", answer questions a - h. If "No", go to Section 18.

	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	☐	☐
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	☐	☐
c. The proposed action is inconsistent with local land use plans or zoning regulations.	C2, C2, C3	☐	☐
d. The proposed action is inconsistent with any County plans, or other regional land use plans.	C2, C2	☐	☐
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	☐	☐
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	☐	☐
g. The proposed action may induce secondary development impacts (e.g., residential or commercial development not included in the proposed action)	C2a	☐	☐
h. Other: _____		☐	☐

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) ☑ NO ☐ YES

If "Yes", answer questions a - g. If "No", proceed to Part 3.

	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	☐	☐
b. The proposed action may create a demand for additional community services (e.g. schools, police and fire)	C4	☐	☐
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	☐	☐
d. The proposed action may interfere with the use or enjoyment of officially recognized or designated public resources.	C2, E3	☐	☐
e. The proposed action is inconsistent with the predominant architectural scale and character.	C2, C3	☐	☐
f. Proposed action is inconsistent with the character of the existing natural landscape.	C2, C3 E1a, E1b E2g, E2h	☐	☐
g. Other impacts: _____		☐	☐

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October 19, 2024

Ref: 22286.00

Ms. Tiffany Marsh
GDP Lville Rotterdam, LLC
145 Otterkill Road
PO Box 55
Mountainville, NY 10953

Re: Traffic Impact Evaluation, BJ's Wholesale Club Retail Plaza, 900 & 880 Duanesburg Road (NY Route 7), Town of Rotterdam, NY

Dear Ms. Marsh:

VHB Engineering, Surveying, Landscape Architecture and Geology, PC (VHB) has conducted a traffic impact evaluation to assess the potential traffic impacts associated with the development of the site located at 900 and 880 Duanesburg Road (NY Route 7) in the Town of Rotterdam, New York with a BJ's Wholesale Club with a gas station and a commercial outparcel. The Concept Plan with final revision dated September 15, 2023, prepared by ABD Engineers and Surveyors is included as Attachment A.

This letter includes an evaluation of the existing traffic operations and future conditions with and without construction of the proposed project. As detailed herein, the proposed project is expected to have minimal impact on local traffic operations.

Site Location and Proposed Development

The project site, located on the north side of Duanesburg Road, east of the Duanesburg Road at Interstate 88 (I-88) Access Road/Becker Road intersection in the Town of Rotterdam, New York, is currently vacant. The proposed project includes the construction of a 102,725 square foot (sf) BJ's Wholesale Club, eight fuel islands (16 fueling positions), and a 2,200 sf commercial building with a drive-through lane. Access to the site is proposed via a full access driveway on Duanesburg Road. The project is expected to be fully built and occupied in 2024. The project location is shown on Figure 1.

Existing Conditions

Duanesburg Road (NY Route 7)

Duanesburg Road (NY Route 7) is classified as an urban principal arterial that generally provides east-west travel through Schenectady County and is under the jurisdiction of the New York State Department of Transportation (NYSDOT). In the project vicinity, NY Route 7 is designated as Duanesburg Road from the west in the Town of Princetown and to the east in the Town of Rotterdam ending at the five corners intersection where Duanesburg Road intersects with Curry Road (NY Route 7), Broadway, Princetown Road and Mariaville Road (NY Route 159). Duanesburg Road generally provides a single 11 to 12-foot travel lane in each direction, a 16-foot center two-way

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left-turn lane, four-foot wide paved shoulders on the north side of the roadway, 11-foot wide paved shoulders on the south side of the roadway, and a posted speed limit of 40-mph. Along the project frontage in the westbound direction, the two-way left-turn lane transitions to a left-turn lane and the roadway widens to provide a 12-foot right turn lane at the signalized intersection to the west. There are no sidewalks on Duanesburg Road near the proposed project. Data published by NYSDOT on the Traffic Data Viewer (TDV) from 2015 indicates that the annual average daily traffic (AADT) on Duanesburg Road is 12,681 vehicles per day (vpd) near the project site. Land use on Duanesburg Road in the study area is commercial and residential. The Schalmont Central School District Middle School and High School campus is located to the east of the site.

Duanesburg Road (NY Route 7) at Pangburn Road
The Duanesburg Road at Pangburn Road intersection is a four leg intersection operating under traffic signal control. All four intersection approaches provide a single lane for shared travel movements. There are no sidewalks, marked crosswalks, or pedestrian signals at this intersection.

Duanesburg Road (NY Route 7) at I-88 Access Road/Becker Road
Duanesburg Road at I-88 Access Road/Becker Road intersection is a four leg intersection operating under traffic signal control. The eastbound Duanesburg Road approach provides a left-turn lane and a shared through/right-turn lane and the westbound Duanesburg Road approach provides a left-turn lane, a through lane, and a right-turn lane controlled with a yield sign. The southbound I-88 Access Road approach provides a shared left-turn/through lane and a right-turn lane controlled with a yield sign. The northbound Becker Road approach provides a single lane for shared travel movements. There are no sidewalks, marked crosswalks, or pedestrian signals at this intersection.

Duanesburg Road (NY Route 7) at Burdeck Street (NY Route 337)
The Duanesburg Road at Burdeck Street intersection is a three-leg intersection operating under traffic signal control. The eastbound Duanesburg Road approach provides a left-turn lane and a through lane while the westbound Duanesburg Road approach provides a single lane for shared through/right-turn movements. The southbound Burdeck Street approach provides a left-turn lane and a right-turn lane. There are no sidewalks, marked crosswalks, or pedestrian signals at this intersection.

Traffic Volumes
Turning movement count (TMC) data was collected at the three study area intersections on Thursday September 14, 2023 from 7:00 to 9:00 a.m. and 4:00 to 6:00 p.m. and on Saturday September 16, 2023 from 11:00 a.m. to 1:00 p.m. Based on this data, the weekday AM peak hour occurred from 7:00 to 8:00 a.m. and the weekday PM peak hour occurred from 4:00 to 5:00 p.m. The Saturday midday peak hour occurred from 12:00 to 1:00 p.m. The 2023 Existing AM, PM and Saturday peak hour traffic volumes are illustrated on Figure 2 and the TMC data is included in Attachment B.

Vehicle Queues
The proposed site access on Duanesburg Road is located approximately 690 feet east of the westbound stop bar at the signalized intersection of Duanesburg Road at I-88 Access Road/Becker Road. This distance allows for storage of up to 28 queued vehicles before the site access is blocked.

Based on the location of the site access on Duanesburg Road and proximity to the adjacent signalized intersection, the vehicle queues on the westbound Duanesburg Road approach were documented during the three peak hours. Weekday vehicle queues were observed on Thursday, October 5, 2023 during the peak hours (7:00 to 8:00 a.m. and 4:00 to 5:00 p.m.) and Saturday vehicle queues were observed on Saturday, October 7, 2023 from 12:00 to 1:00 p.m. The following summarizes the existing queue observations:

- Weekday AM peak hour
  - 46 westbound vehicle queues at the traffic signal were observed.
  - The average vehicle queue on the westbound approach was two vehicles (50 feet) and the 95th percentile queue was six vehicles (150 feet).
- Weekday PM peak hour
  - 38 westbound vehicle queues at the traffic signal were observed.
  - The average vehicle queue on the westbound approach was three vehicles (75 feet) and the 95th percentile queue was eight vehicles (200 feet).
- Saturday midday peak hour
  - 32 westbound vehicle queues at the traffic signal were observed.
  - The average vehicle queue on the westbound approach was two vehicles (50 feet) and the 95th percentile queue was five vehicles (125 feet).

As shown, the vehicle queues on the westbound Duanesburg Road approach during the peak hours remained several hundred feet to the west of the proposed site access driveway. The vehicle queues did not approach or block the proposed site access driveway.

Future Conditions

To determine the impacts of the site-generated traffic volumes near the site, future traffic conditions were evaluated for the 2024 design year.

Traffic growth on area roadways is a function of the expected land development, environmental activity, and changes in demographics. A frequently used procedure is to identify estimated traffic generated by planned developments that would be expected to affect the project study area roadways. An alternative procedure is to estimate an annual percentage increase and apply that increase to study area traffic volumes. The following summarizes this traffic forecasting process.

No-Build Traffic Volumes

Information provided by the Capital Region Transportation Council (CRTC, formerly the Capital District Transportation Committee) indicates that the roadways near the study area are increasing by an annual average growth rate ranging between 0.16 and 0.24 percent. Based on the data provided by CRTC, a conservative background growth rate of 0.25 percent was utilized in this study.

VHB contacted the Town of Rotterdam to identify additional projects that may impact traffic volumes in the study area. The following projects were identified:

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- 125,000 sf warehouse on Mariaville Road
- 200,000 sf warehouse in Rotterdam Corporate Park at 55 Duanesburg Road, constructed waiting for tenant
- 215,000 sf warehouse in Rotterdam Corporate Park at 55 Duanesburg Road, constructed in 2006 currently vacant

In addition to applying the general background growth rate of 0.25 percent for one year, trips associated with the three identified projects were added to the 2023 Existing volumes as appropriate. The resulting 2024 No-Build peak hour traffic volumes are provided on Figure 3 and represent future traffic volumes in the study area prior to development of the proposed project.

Site Generated Traffic Volumes

A tenant has not yet been confirmed for the 2,200 sf commercial outparcel; however, the applicant has indicated that they are marketing the site towards occupancy with a coffee shop; therefore, the traffic evaluation was completed assuming a coffee shop land use for the outparcel. The site generated traffic for the weekday AM and PM peak hours and midday Saturday peak hour was estimated using the Institute of Transportation Engineers' (ITE) publication *Trip Generation, 11th Edition*[1]. The number of vehicle trips generated by the proposed project using the ITE methodology was estimated based on Land Use Code (LUC) 857 – Discount Club, LUC 944 – Gasoline/Service Station, and LUC 937 – Coffee/Donut Shop with Drive-Through Window. The description for LUC 857 – Discount Club indicates that some of the sites sampled may have included fuel pumps; however, the trip generation rate does not distinguish between sites with and without fuel pumps. To account for the 16 fueling positions, the trip generation estimate includes a separate calculation for the gas station portion of the site. Since the ITE data for LUC 857 – Discount Club may include trips associated with the fueling positions, it can be said that the trip generation estimates used in the traffic evaluation are conservative.

The trip generation rates for all three proposed land uses utilized the trip rates for the "peak hour of adjacent street traffic" for the weekday AM and PM peak hours, meaning the peak periods are all aligned. The data available for a Saturday is for the "peak hour of the generator", meaning that the trip rates are calculated for the peak of the land use that may or may not fully align with the peak traffic on the adjacent roadway or the peak of the other land uses. Since the Saturday generator peaks were added onto the midday peak traffic volumes, the resulting volumes are likely conservatively high since it is likely that land uses such as a coffee shop and the BJ's don't necessarily align on a Saturday.

It can be expected that some of the trips to the site will originate from traffic that is already on the adjacent roadway network. These trips, known as pass-by or diverted-link trips, contribute to the site driveway volumes, but do not add traffic volumes on the adjacent roadway network. The pass-by trip percentages applied to the site generated volumes are based on data published by ITE. The pass-by rates for LUC 857 – Discount Club are zero percent in the AM peak hour, 34 percent during the PM peak hour, and 25 percent during the Saturday midday peak hour. Pass-by rates are not available for LUC 937; therefore, the pass-by rates for the coffee shop were estimated using LUC 934 – Fast-Food Restaurant with Drive-Through Window which are 50 percent during the AM peak hour and 55 percent during both the PM and Saturday peak hours (note data was not available for the

1 ITE Trip Generation Manual, 11th Edition, Institute of Transportation Engineers, Washington D.C., September 2021

Saturday peak hour therefore PM peak hour data was used). The pass-by rates for LUC 944 – Gasoline/Service Station are 63 percent during the AM peak hour, 57 percent during the PM peak hour and 49 percent during the Saturday midday peak hour.

Due to the mixed-use nature of the proposed project, it is expected that some vehicle trips at the site will be multi-use or "internal" meaning that trips to more than one land use on the site are generated internally and do not add an additional trip to the adjacent roadway network. For example, a patron may stop at the BJ's Wholesale Club and then the coffee shop before leaving the site thereby stop at two land uses during one trip. The internal trip credit was estimated using the procedures outlined in the ITE publication *Trip Generation Handbook, 3rd Edition*[2]. Based on the proposed land uses within the site, the resulting internal trip credits are summarized in Table 1. The trip generation for the site is summarized in Table 2.

Table 1 Internal Capture Rates [a]

Land Use	Weekday AM Peak Hour		Weekday PM Peak Hour		Saturday Midday Peak Hour	
	Enter	Exit	Enter	Exit	Enter	Exit
Discount Club	8%	13%	30%	21%	25%	17%
Coffee Shop	2%	2%	29%	41%	29%	41%
Gas Station	2%	2%	29%	41%	29%	41%

a Based on ITE *Trip Generation Handbook, 3rd Edition*

2 Trip Generation Handbook, 3rd Edition, Institute of Transportation Engineers, Washington D.C., September 2017

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Table 2 Trip Generation Summary

Land Use	Weekday AM Peak Hour			Weekday PM Peak Hour			Saturday Midday Peak Hour		
	Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total
Discount Club [a]	50	32	82	215	215	430	321	333	654
Internal Capture [b]	-4	-4	-8	-64	-45	-109	-81	-58	-139
Pass-By Credit [c]	-0	-0	-0	-55	-55	-110	-64	-64	-128
Coffee Shop [d]	96	93	189	43	43	86	97	96	193
Internal Capture [b]	-2	-2	-2	-12	-18	-31	-28	-39	-67
Pass-By Credit [e]	-46	-46	-92	-15	-15	-30	-35	-35	-70
Gas Station [f]	82	82	164	111	112	223	102	102	204
Internal Capture [b]	-2	-2	-4	-32	-46	-78	-30	-42	-72
Pass-By Credit [g]	-50	-50	-100	-41	-41	-82	-32	-32	-64
Total Trips	228	207	435	369	370	739	520	531	1,051
Total Internal Capture	-8	-8	-16	-108	-109	-217	-139	-139	-278
Total Pass-By Credit	-96	-96	-192	-111	-111	-222	-131	-131	-282
Total New Trips	124	103	227	150	150	300	250	261	511

a Based on ITE Trip Generation LUC 857 Discount Club for 102,725 sf
b See Table 1
c Based on ITE Pass-By Credits for Discount Club of 0% AM peak, 34% PM peak and 25% Saturday peak
d Based on ITE Trip Generation LUC 937 for 2,200 sf
e Based on ITE Pass-By Credits for Coffee Shop of 50% AM peak, 55% PM peak and 55% Saturday peak
f Based on ITE Trip Generation LUC 944 Gasoline/Service Station for 16 fueling positions
g Based on ITE Pass-By Credits for Gasoline/Service Station of 63% AM peak, 57% PM peak and 49% Saturday eak

The proposed project is expected to generate 227 new vehicle trips during the weekday AM peak hour (124 entering and 103 exiting), 300 new vehicle trips during the weekday PM peak hour (150 entering and 150 exiting) and 511 new vehicle trips during Saturday midday peak hour (250 entering and 261exiting).

Build Traffic Volumes

The directional distribution of traffic approaching and departing the site is a function of several variables including population densities, existing travel patterns, and the efficiency of the roadways leading to and from the site. Based on a review of the existing travel patterns and population centers in the area, it is estimated that 55 percent of the new site generated traffic will travel to and from the east on Duanesburg Road and 45 percent will travel to and from the west on Duanesburg Road with 35 percent traveling to and from I-88 and 30 percent traveling to and from Burdeck Street. The directional distribution of pass-by trips to and from the site is based on the existing traffic volumes along the project frontages. The primary and pass-by trip assignments for the project are shown on Figures 6 and 7, respectively. These assigned volumes were then added to the 2024 No-Build peak hour traffic volumes to develop the 2024 Build peak hour traffic volumes. The 2024 Build traffic volumes are summarized on Figure 8.

Traffic Operations Analysis

Capacity analyses provide an indication of how well the roadway facilities serve the traffic demands placed upon them. Roadway operating conditions are classified by calculated levels of service (LOS).

The evaluation criteria used to analyze the study area intersections is based on the procedures set forth in the latest version of the Highway Capacity Manual (HCM)[3]. LOS is a measure that considers several factors including roadway geometry, speed, and travel delay. Levels of service range from A to F, with LOS A representing short vehicle delays and LOS F representing longer vehicle delays. The LOS definitions are included in Attachment C.

Intersection Capacity Analysis

Levels of service analyses were conducted for the 2023 Existing, 2024 No-Build, and 2024 Build conditions at the three off-site study area intersections and for the 2024 Build condition at the site access intersection. Tables 3, 4 and 5 summarize the capacity analysis results for the weekday AM, weekday PM, and Saturday Midday peak hours, respectively. The capacity analyses worksheets are included in Attachment D.

The Duanesburg Road at I-88 Access/Becker Road intersection currently operates at overall LOS B during the AM, PM and Saturday peak hours. The LOS B conditions will be maintained during the Saturday peak hour. During the AM and PM peak hours, the overall intersection operations will drop to a LOS C during the AM and PM peak hours in the Build conditions with increases in the average vehicle delay of less than two seconds when compared to the No-Build conditions. These delay increases are considered minor and do not warrant mitigation.

The Duanesburg Road at Pangburn Road intersection currently operates at overall LOS A conditions during the AM, PM, and Saturday peak hours. The LOS A conditions will be maintained through the Build conditions. No mitigation is warranted at this intersection.

The Duanesburg Road at Burdeck Street intersection currently operates at overall LOS B conditions during the AM and PM peak hours and at overall LOS A during the Saturday peak hour. The overall LOS B conditions will be maintained during the AM and PM peak hours through the Build conditions. During the Saturday peak hour, the overall intersection operations will drop to a LOS B during the Saturday peak hour in the Build condition with an increase in the average vehicle delay of less than two seconds when compared to the No-Build conditions. This increase in delay is considered minor and does not warrant mitigation.

The site access driveway on Duanesburg Road is proposed as an unsignalized driveway with a single lane entering the site and two lanes exiting the site to facilitate left and right turn movements. Duanesburg Road is equipped with a center two-way left-turn lane that will be utilized by left-turning vehicles entering and exiting the site. The capacity analysis results show that left-turn vehicles entering the site will operate at LOS A conditions during the three peak hours. Exiting the site, the left-turn movement will operate at LOS C conditions during the AM peak hour, LOS D conditions during the PM peak hour, and LOS E conditions during the Saturday peak hour while the right-turn movement will operate at LOS B/C conditions during the three peak hours. As shown the longest vehicle delays of 37 seconds are anticipated during the Saturday peak hour; however, as noted, the Saturday volumes are conservatively high as they represent the peak hour of the generator for the three land uses combined into one

3 Highway Capacity Manual, 6th Edition, Transportation Research Board, Washington D.C., 2016

peak hour indicating that actual peak hour volumes and delays may be less. The proposed two lanes exiting the site and use of the center two-way left-turn lane results in adequate access to the site as an unsignalized intersection.

Table 3 AM Peak Hour Level of Service Summary

Intersection	Approach	Lane Group	Existing 2023		No-Build 2024		Build 2024	
			Delay	LOS	Delay	LOS	Delay	LOS
Duanesburg Road (NY 7) at I-88 Access/Becker Road	EB	L	28.0	C	29.7	C	31.8	C
		TR	7.8	A	9.0	A	10.6	B
		Approach	17.9	B	19.3	B	20.8	C
	WB	L	16.9	B	18.6	B	20.6	C
		T	19.1	B	21.1	C	23.7	C
		Approach	18.9	B	20.9	C	23.4	C
	NB	LTR	15.3	B	14.9	B	14.4	B
	SB	LT	20.6	C	20.8	C	21.5	C
	Overall		**18.6**	**B**	**19.6**	**B**	**21.0**	**C**
Duanesburg Road (NY 7) at Pangburn Road	EB	LTR	4.7	A	4.7	A	4.8	A
	WB	LTR	4.8	A	4.8	A	4.9	A
	NB	LTR	12.9	B	12.9	B	12.9	B
	SB	LTR	12.3	B	12.3	B	12.2	B
	Overall		**7.1**	**A**	**7.1**	**A**	**7.2**	**A**
Duanesburg Road (NY 7) at Burdeck Street	EB	L	15.4	B	16.0	B	18.1	B
		T	3.5	A	3.7	A	4.3	A
		Approach	8.8	A	8.9	A	10.1	B
	WB	TR	10.5	B	10.9	B	12.5	B
	NB	L	18.4	B	18.4	B	17.9	B
		R	18.2	B	18.2	B	18.2	B
		Approach	18.2	B	18.2	B	18.2	B
	Overall		**11.5**	**B**	**11.7**	**B**	**12.7**	**B**
Duanesburg Road (NY 7) at Site Driveway	EB	LT	--	--	--	--	9.3	A
	SB	L	--	--	--	--	20.8	C
		R	--	--	--	--	14.0	B

EB, WB, NB, SB = Eastbound, Westbound, Northbound, or Southbound approach
L, T, R = Left-turn, Through, or Right-turn movement
a Average delay in seconds per vehicle
b Level of service
-- Not Applicable

Table 4 PM Peak Hour Level of Service Summary

Intersection	Approach	Lane Group	Existing 2023		No-Build 2024		Build 2024	
			Delay	LOS	Delay	LOS	Delay	LOS
Duanesburg Road (NY 7) at I-88 Access/Becker Road	EB	L	27.9	C	28.8	C	31.4	C
		TR	10.3	B	10.9	B	12.8	B
		Approach	17.5	B	18.2	B	20.1	C
	WB	L	18.6	B	19.2	B	21.2	C
		T	22.7	C	23.6	C	27.0	C
		Approach	22.3	C	23.3	C	26.6	C
	NB	LTR	12.5	B	12.3	B	11.6	B
	SB	LT	19.3	B	19.4	B	19.6	B
	Overall		**19.3**	**B**	**19.7**	**B**	**21.2**	**C**
Duanesburg Road (NY 7) at Pangburn Road	EB	LTR	4.4	A	4.4	A	4.4	A
	WB	LTR	5.3	A	5.4	A	5.5	A
	NB	LTR	12.8	B	12.8	B	12.9	B
	SB	LTR	12.3	B	12.3	B	12.3	B
	Overall		**6.7**	**A**	**6.7**	**A**	**6.8**	**A**
Duanesburg Road (NY 7) at Burdeck Street	EB	L	13.1	B	14.0	B	15.7	B
		T	3.2	A	3.3	A	3.5	A
		Approach	7.5	A	7.9	A	8.6	A
	WB	TR	9.6	A	10.0	B	10.7	B
	NB	L	19.4	B	19.4	B	19.4	B
		R	16.2	B	16.3	B	16.9	B
		Approach	17.2	B	17.3	B	17.6	B
	Overall		**10.3**	**B**	**10.6**	**B**	**11.2**	**B**
Duanesburg Road (NY 7) at Site Driveway	EB	LT	--	--	--	--	9.8	A
	SB	L	--	--	--	--	26.5	D
		R	--	--	--	--	16.1	C

EB, WB, NB, SB = Eastbound, Westbound, Northbound, or Southbound approach
L, T, R = Left-turn, Through, or Right-turn movement
a Average delay in seconds per vehicle
b Level of service
-- Not Applicable

Table 5 Saturday Midday Peak Hour Level of Service Summary

Intersection	Approach	Lane Group	Existing 2023		No-Build 2024		Build 2024	
			Delay	LOS	Delay	LOS	Delay	LOS
Duanesburg Road (NY 7) at I-88 Access/Becker Road	EB	L	19.6	B	19.9	B	23.2	C
		TR	4.7	A	4.9	A	7.2	A
		Approach	11.0	B	11.2	B	13.4	B
	WB	L	12.0	B	12.2	B	15.1	B
		T	13.9	B	14.1	B	18.2	B
		Approach	13.6	B	13.8	B	17.7	B
	NB	LTR	15.7	B	15.6	B	14.1	B
	SB	LT	18.9	B	18.8	B	18.9	B
	Overall		**14.0**	**B**	**14.2**	**B**	**16.4**	**B**
Duanesburg Road (NY 7) at Pangburn Road	EB	LTR	3.7	A	3.8	A	4.0	A
	WB	LTR	4.2	A	4.3	A	4.6	A
	NB	LTR	13.0	B	13.0	B	13.0	B
	SB	LTR	12.7	B	12.6	B	12.4	B
	Overall		**5.4**	**A**	**5.6**	**A**	**5.9**	**A**
Duanesburg Road (NY 7) at Burdeck Street	EB	L	12.1	B	12.3	B	15.6	B
		T	3.3	A	3.3	A	3.7	A
		Approach	7.3	A	7.3	A	8.8	A
	WB	TR	8.9	A	9.0	A	10.1	B
	NB	L	19.3	B	19.3	B	19.3	B
		R	15.9	B	15.9	B	17.0	B
		Approach	17.0	B	17.0	B	17.6	B
	Overall		**9.7**	**A**	**9.7**	**A**	**10.9**	**B**
Duanesburg Road (NY 7) at Site Driveway	EB	LT	--	--	--	--	9.9	A
	SB	L	--	--	--	--	37.0	E
		R	--	--	--	--	15.2	C

EB, WB, NB, SB = Eastbound, Westbound, Northbound, or Southbound approach
L, T, R = Left-turn, Through, or Right-turn movement
a Average delay in seconds per vehicle
b Level of service
-- Not Applicable

Sight Distance

Sight distance analysis, in conformance with guidelines in *A Policy on the Geometric Design of Highways and Streets, 7th Edition*[4] published by the American Association of State Highway and Transportation Officials (AASHTO) was performed at the proposed site access intersection on NY Route 67. Both stopping sight distance (SSD) and intersection sight distance (ISD) were evaluated at the proposed site access location. The posted speed limit on Duanesburg Road is 40-mph. Based on travel speed data collected for the project, the 85th percentile operating speed was measured to be 48-mph in the eastbound direction and 45-mph in the westbound direction; therefore, the sight distance evaluation was completed for a 50-mph operating speed in the eastbound direction and 45-mph in the westbound direction on Duanesburg Road.

SSD is the distance along the roadway for a vehicle approaching an intersection from either direction to perceive, react, and come to a complete stop before colliding with an object in the road, in this case a vehicle exiting from the driveway or a vehicle waiting on the mainline to turn into the site. Table 6 summarizes the stopping sight distance evaluation.

Table 6 Stopping Sight Distance

Location	Traveling	Measured (feet) [a]	Guideline (feet)
Duanesburg Road at Site Access	EB	700+	425 [b]
	WB	600+	360 [c]

a Based on field measurements taken by VHB.
b Based on AASHTO guidelines for a 50-mph operating speed.
c Based on AASHTO guidelines for a 45-mph operating speed.

A review of Table 6 shows that the stopping sight distances exceed the AASHTO guidelines for the operating speeds at the proposed site driveway.

ISD is based on the time required for perception, reaction, and completion of the desired turning maneuver into or out of the site driveway. Calculation of the ISD includes the time to (1) turn and clear the intersection without conflicting with approaching vehicles; and (2) upon turning, to accelerate to the operating speed on the roadway without causing approaching vehicles on the main road to unduly reduce their speed. Table 6 summarizes the intersection sight distance evaluation.

4 A Policy on the Geometric Design of Highways and Streets, 7th Edition, American Association of State Highway and Transportation Officials, 2018.

Table 7 Intersection Sight Distance

Location	View	Measured (feet) [a]	Guideline (feet) Left-turn Out	Right-turn Out	Left-turn In
Duanesburg Rd at Site Access	Looking Left [b]	600+	500	430	Na
	Looking Right [c]	700+	555	Na	Na
	Looking Straight [b]	600+	Na	Na	365

a Based on field measurements taken by VHB.
b Based on AASHTO guidelines for a 50-mph operating speed.
c Based on AASHTO guidelines for a 45-mph operating speed.

A review of Table 7 shows that the intersection sight distances looking left, right, and straight at the site driveway exceeds AASHTO guidelines. Mitigation is not required, but vegetation along the site frontage should be cleared and maintained a minimum of 14.5 feet back from the travel way to maintain good sight lines.

Conclusions

VHB Engineering, Surveying, Landscape Architecture and Geology, PC (VHB) has conducted a traffic impact evaluation to assess the potential traffic impacts associated with the development of the project site with a 102,725 sf BJ's Wholesale Club, a gas station with 16 fueling positions, and a 2,200 sf commercial building with a drive-through. Based on the current marketing of the site, the analysis was conducted assuming the commercial building would be occupied by a coffee shop. Access to the site will be provided via a full access unsignalized driveway on Duanesburg Road with two lanes exiting the site. The existing center two-way left-turn lane on Duanesburg Road will be utilized by left-turning vehicles entering and exiting the site. The project is anticipated to be fully constructed and operational by 2024.

- The proposed project is expected to generate 227 new vehicle trips (124 entering and 103 exiting) during the weekday AM peak hour, 300 new vehicle trips (150 entering and 150 exiting) during the weekday PM peak hour, and 511 new vehicle trips (250 entering and 261 exiting) during the Saturday midday peak hour.
- The LOS analysis shows that the three off-site intersections of Duanesburg Road at I-88 Access/Becker Road, Duanesburg Road at Pangburn Road, and Duanesburg Road at Burdeck Street all maintain good levels of service through the Build conditions. No mitigation is recommended at these intersections as a result of the proposed project.
- The site will be adequately serviced by the proposed unsignalized site access with a center two-way left-turn lane on Duanesburg Road and a single lane entering and two lanes exiting the site.
- The sight distance evaluation shows that the sight distances at the proposed site access will meet AASHTO guidelines. Mitigation is not required, but vegetation along the site frontage should be cleared and maintained a minimum of 14.5 feet back from the travel way to maintain good sight lines.

Ms. Tiffany Marsh
Ref: 22286.00
October 19, 2024
Page 13

As detailed in the traffic evaluation, the proposed project will be adequately serviced by the surrounding roadway network

Please call with any questions regarding the above evaluation.

Sincerely,

VHB

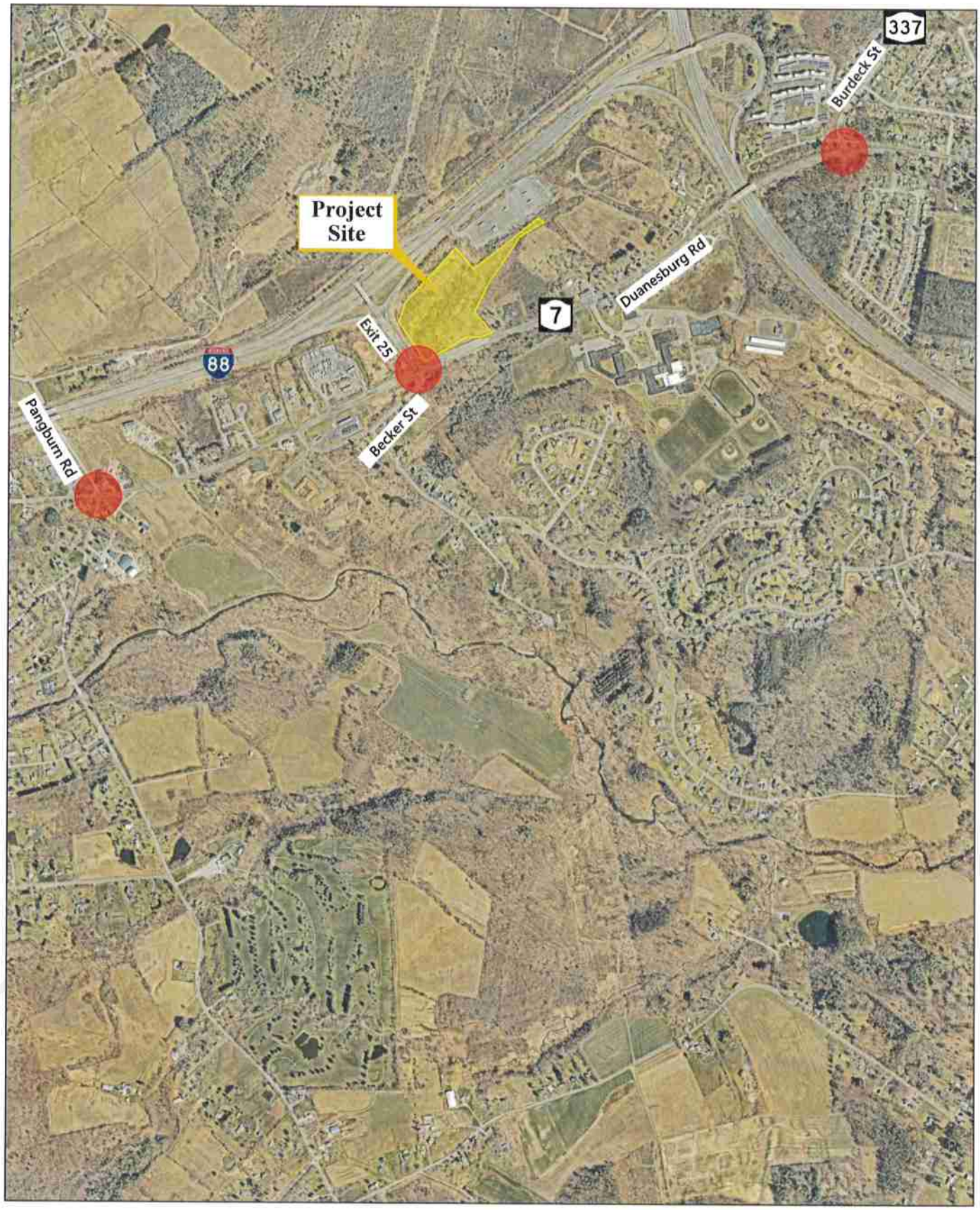
Alanna Moran, PE
Project Manager

Wendy Holsberger, PE, PTOE
Managing Director

Attachments

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Not to Scale

Legend

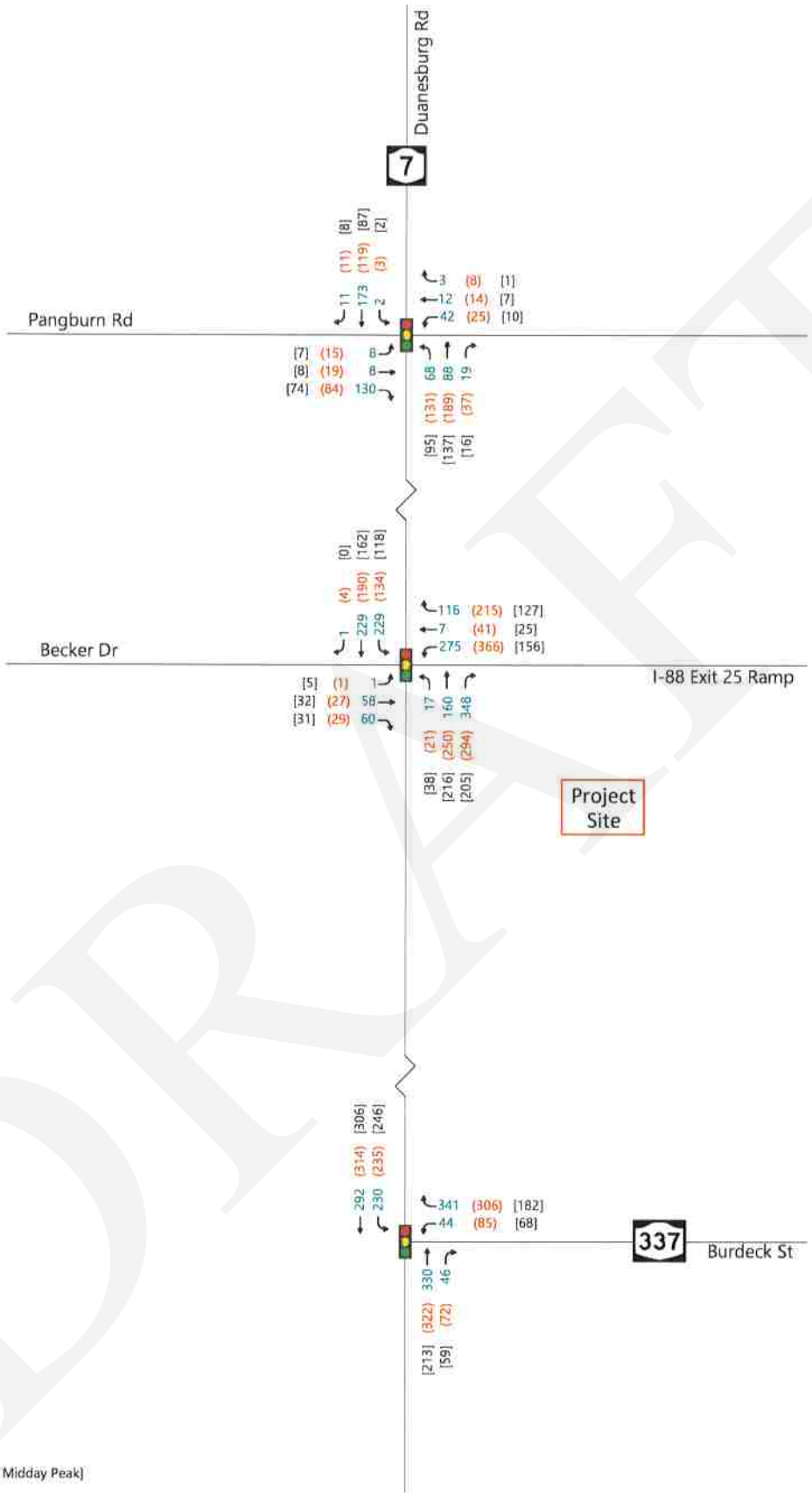
Study Intersection

vhb

Project Location
Rotterdam Retail
Duanesburg Rd (NY 7)
Rotterdam, New York

Figure 1

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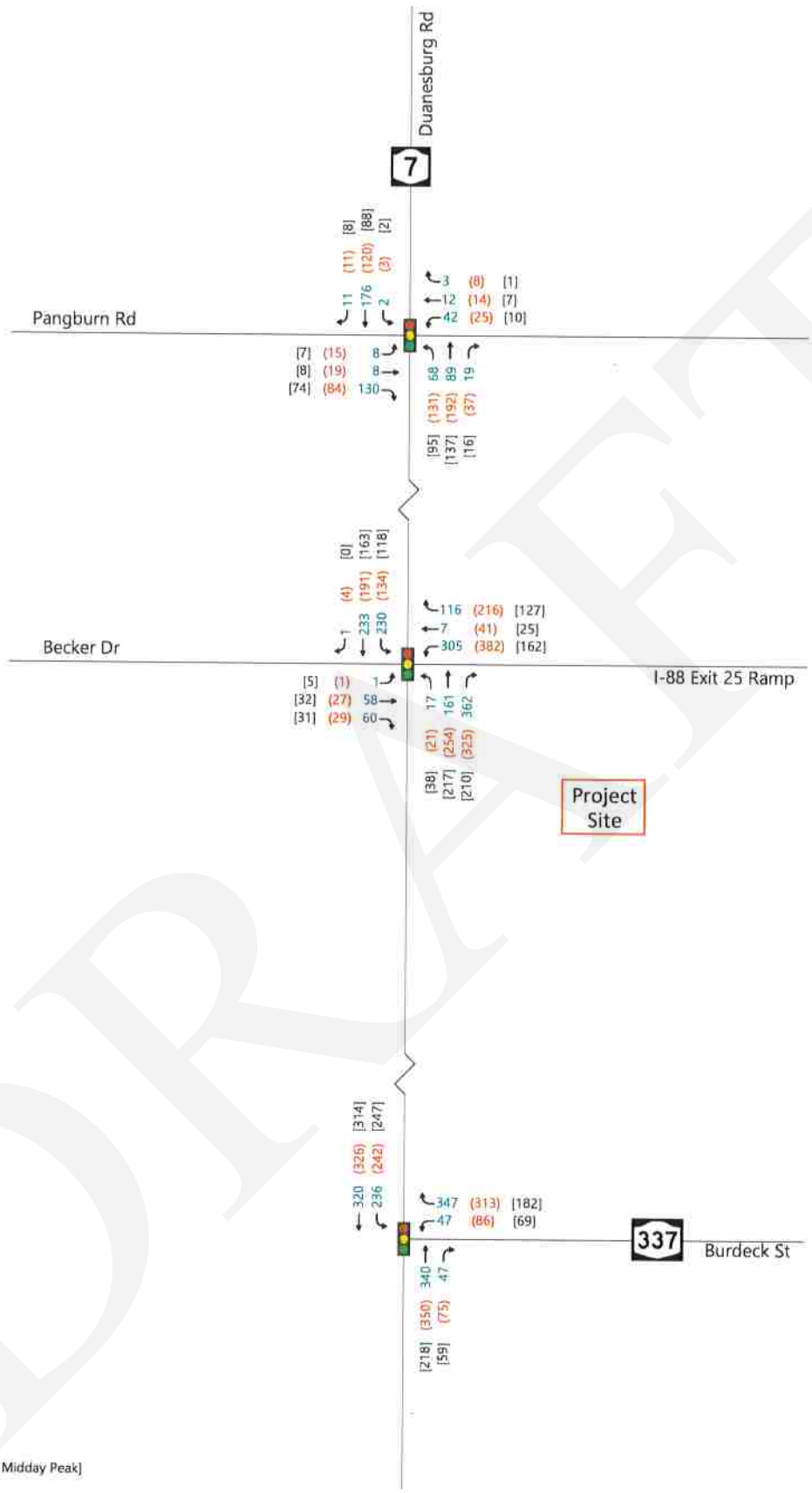
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2023 Existing Traffic Volumes
Rotterdam Retail
Duanesburg Rd (NY 7)
Rotterdam, New York

Figure 2

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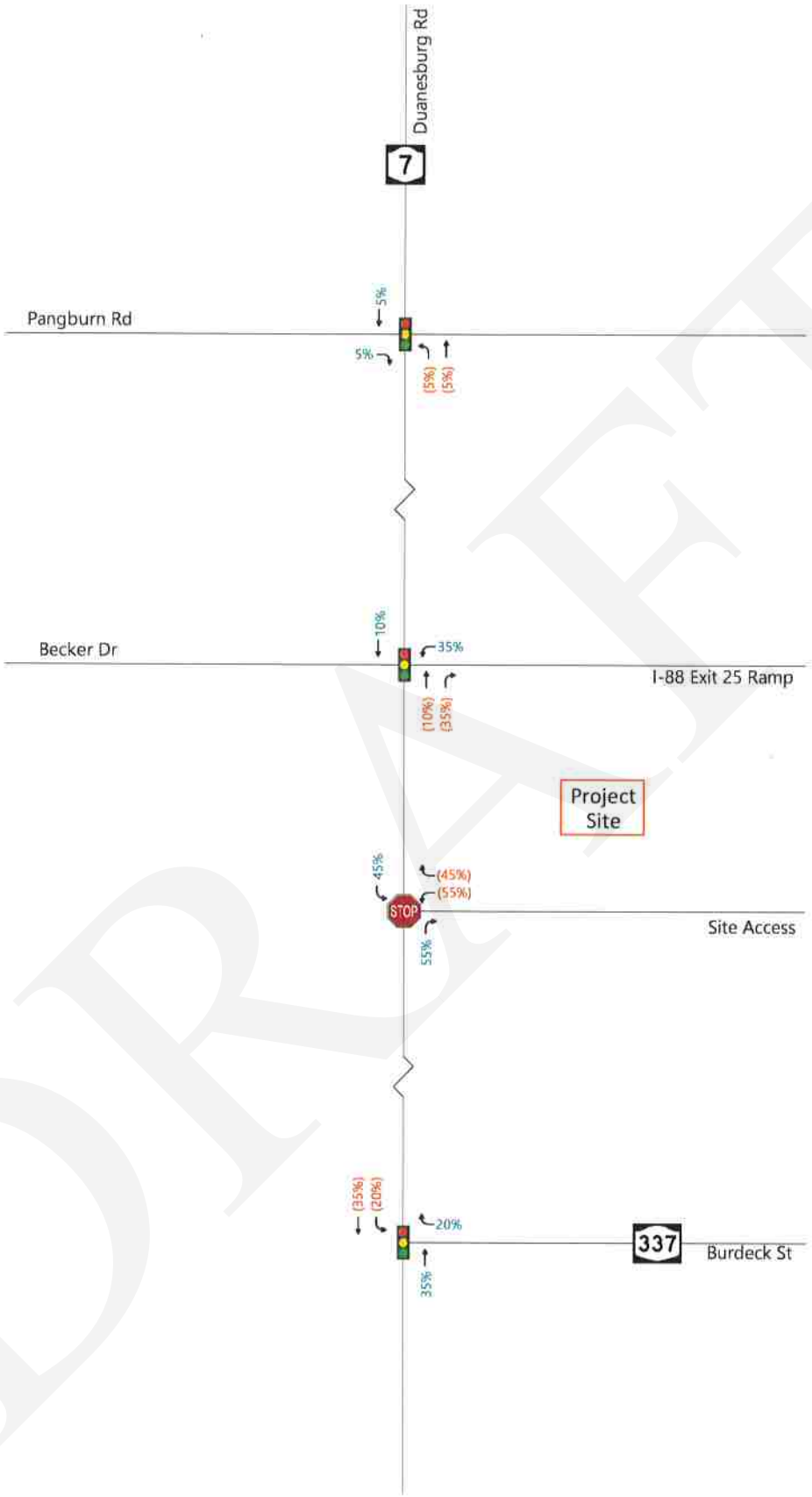
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2024 No-Build Traffic Volumes
Rotterdam Retail
Duanesburg Rd (NY 7)
Rotterdam, New York

Figure 3

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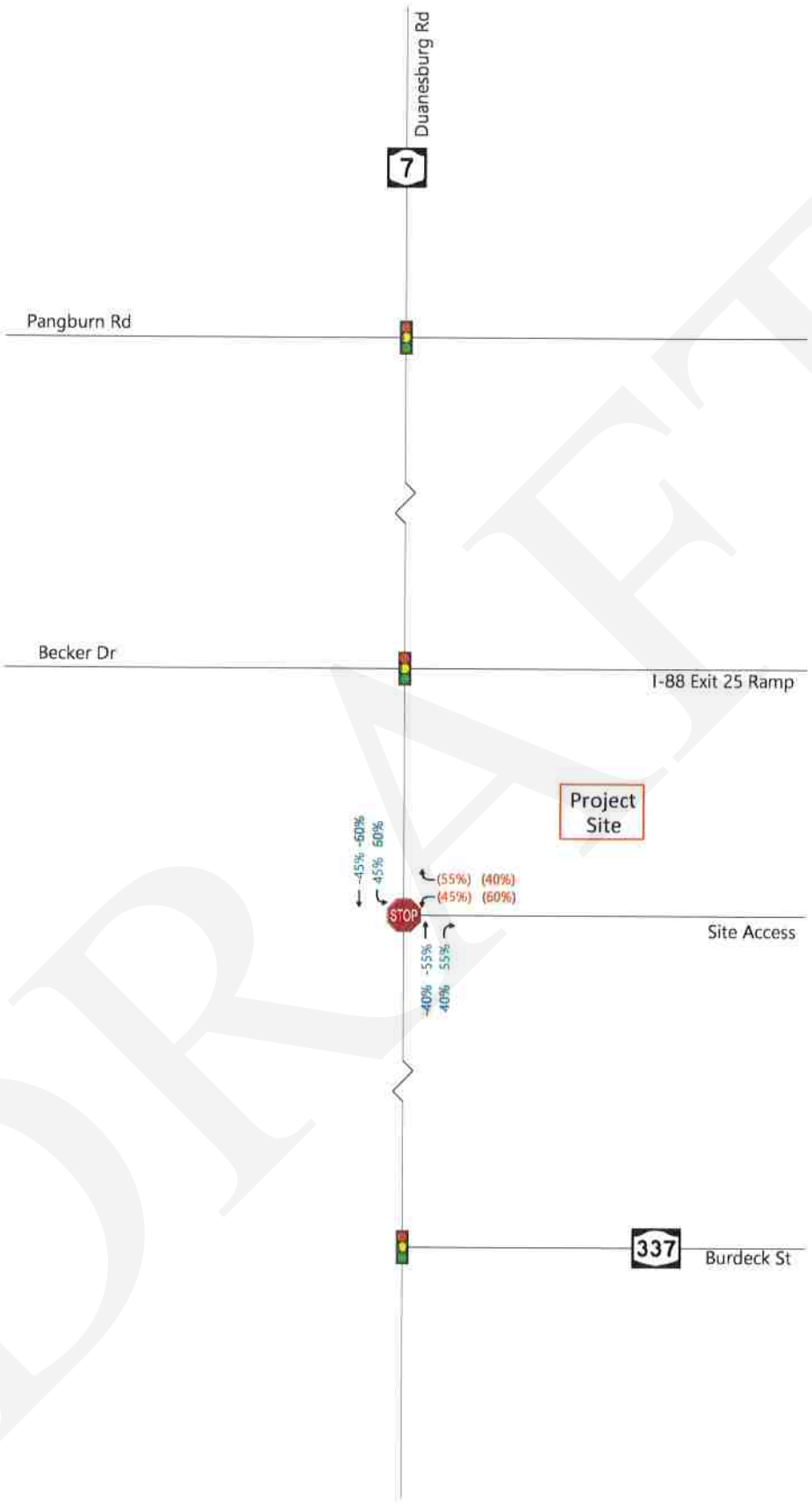
Key: Entering %, (Exiting %)

Primary Trip Distribution
Rotterdam Retail
Duanesburg Rd (NY 7)
Rotterdam, New York

Figure 4

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Key: AM and PM Peak - Entering %, (Exiting %)
Saturday Peak - Entering %, (Exiting %)

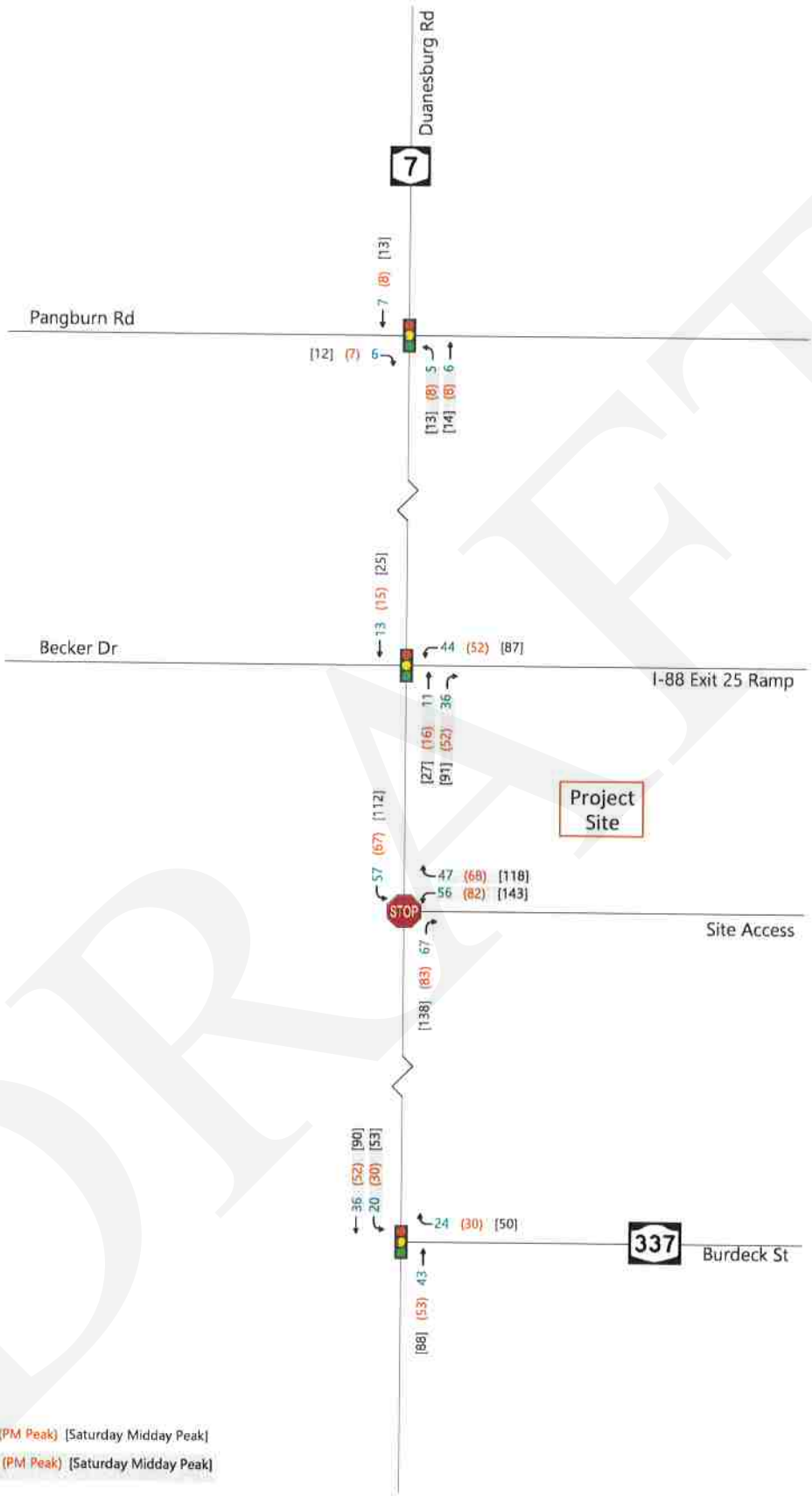
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Pass-By Trip Distribution
Rotterdam Retail
Duanesburg Rd (NY 7)
Rotterdam, New York

Figure 5

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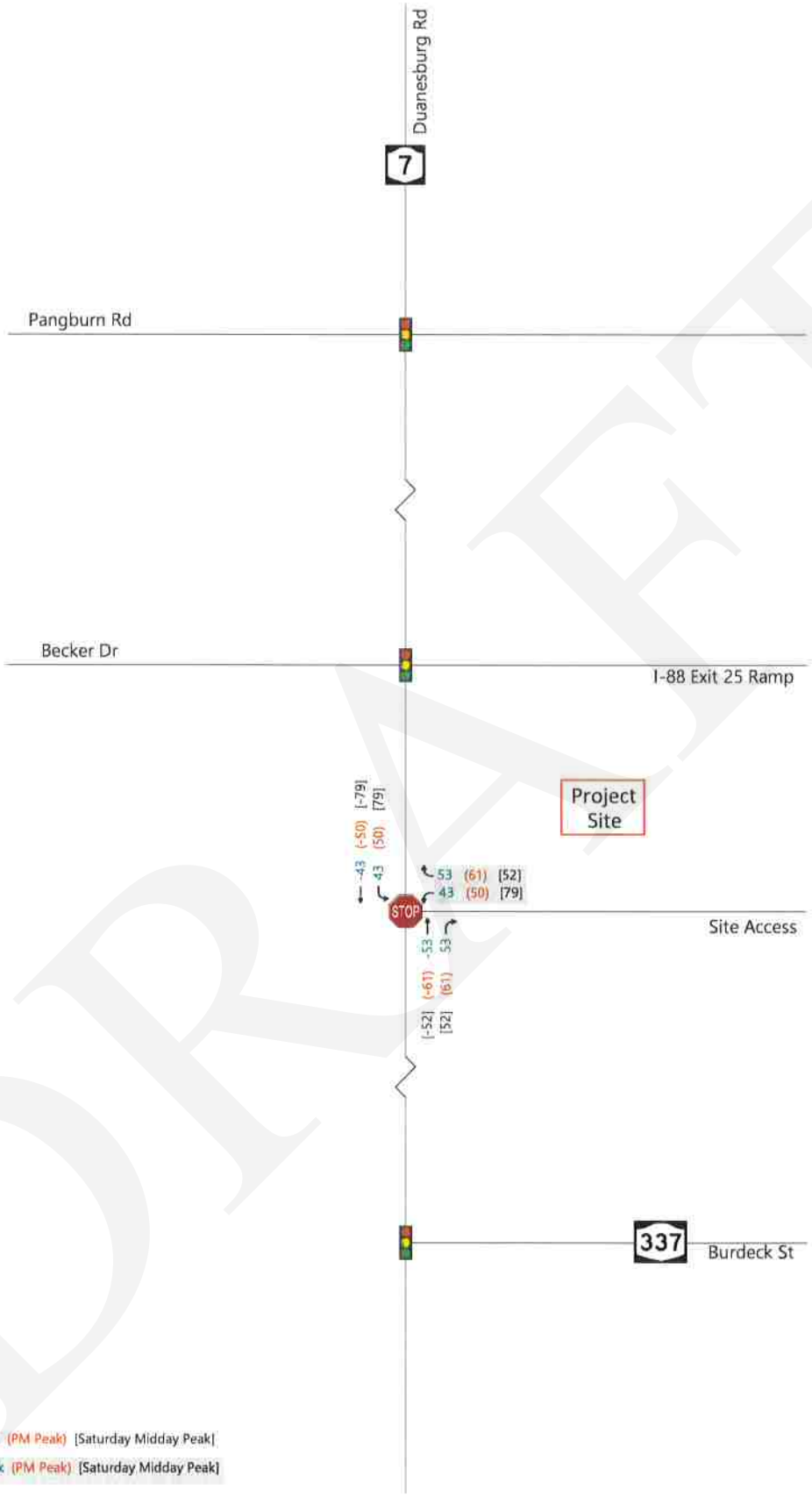
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Trip Assignment
Rotterdam Retail
Duanesburg Rd (NY 7)
Rotterdam, New York

Figure 6

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Key:
Entering Volumes: AM Peak (PM Peak) [Saturday Midday Peak]
Exiting Volumes: AM Peak (PM Peak) [Saturday Midday Peak]

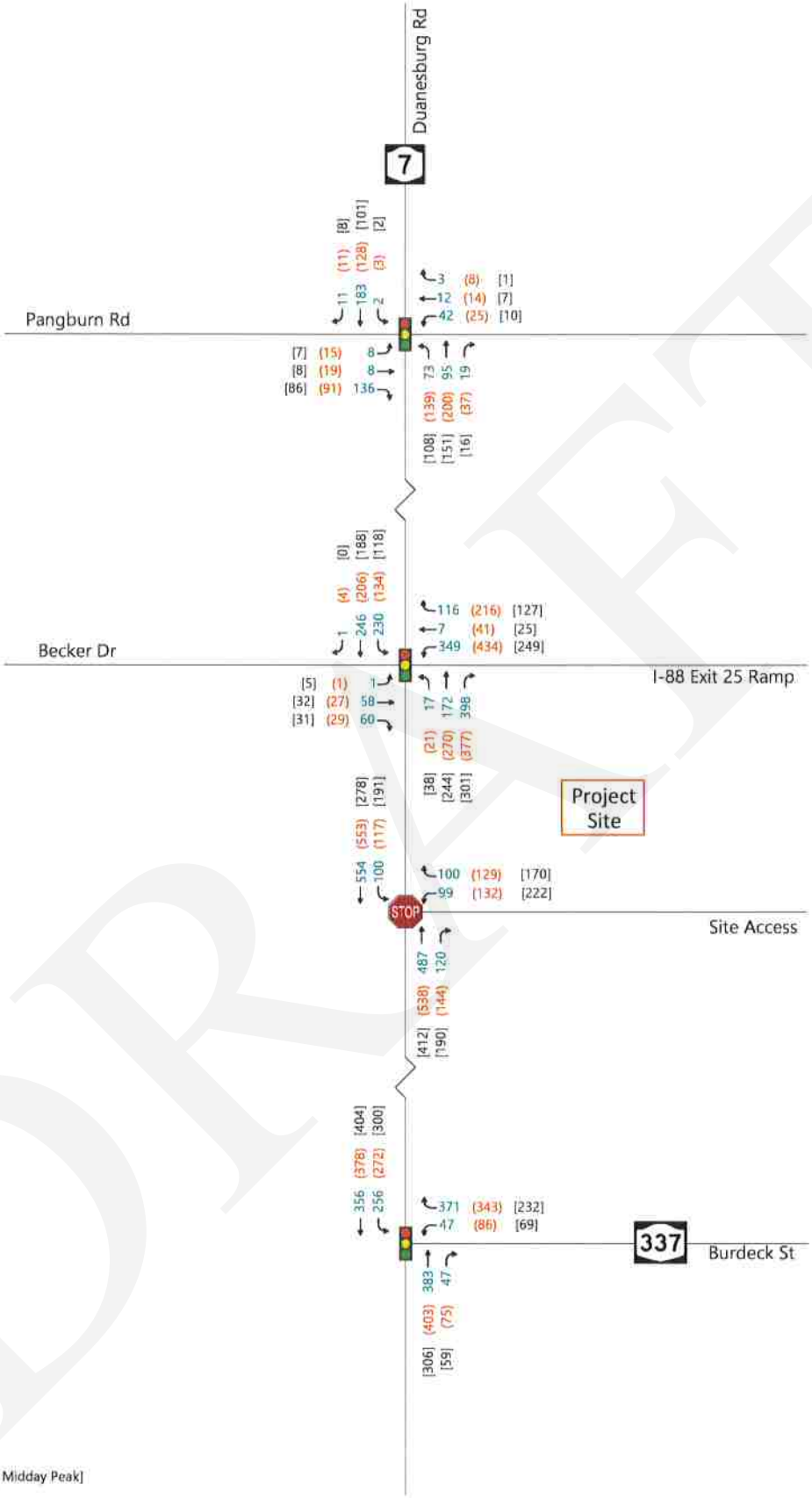
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Pass-By Trip Assignment
Rotterdam Retail
Duanesburg Rd (NY 7)
Rotterdam, NY

Figure 7

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Key:
AM Peak (PM Peak) [Saturday Midday Peak]

Not to Scale

vhb

2024 Build Traffic Volumes
Rotterdam Retail
Duanesburg Rd (NY 7)
Rotterdam, New York

Figure 8

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Attachments

A. Concept Plan

B. Traffic Volume Data

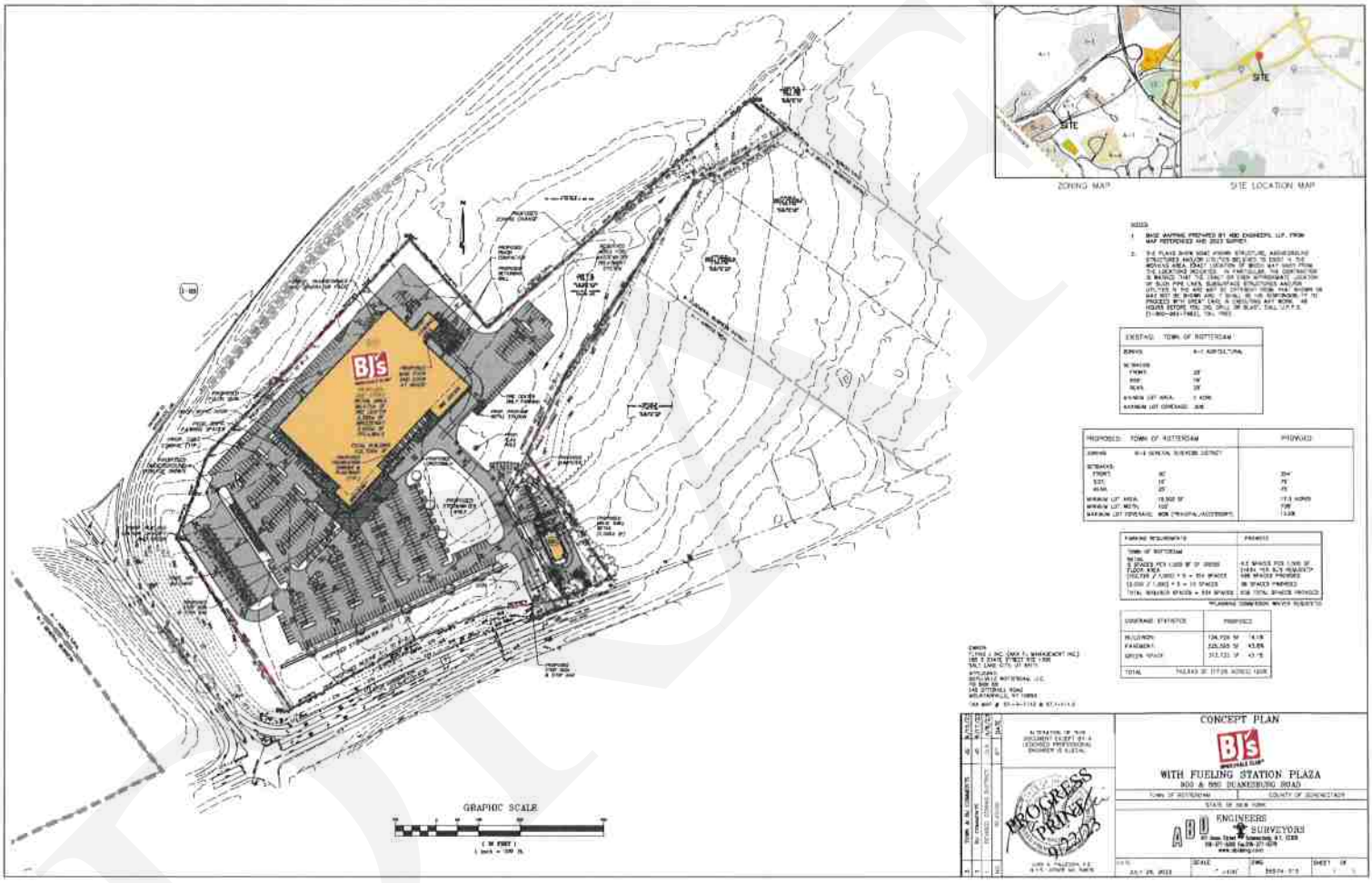
C. LOS Definitions

D. Capacity Analysis Worksheets

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Attachment A – Concept Plan

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ZONING MAP
SITE LOCATION MAP
GRAPHIC SCALE
CONCEPT PLAN
WITH FUELING STATION PLAZA
ABD ENGINEERS
SURVEYORS

DRAFT

Attachment B – Traffic Volume Data

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11594-1
42.782047, -74.026447
2023-09-14

TRI-STATE TRAFFIC DATA

SUMMARY	
Project	VHB
Project Code	11594
Site Name	11594-1
Legs and Movements	All Processed Legs & Movements
Bin Size	15.0
Start Time	07:00
End Time	17:45
Location	11594-1
Latitude and Longitude	42.782047, -74.026447

	START	END	PHF
AM PEAK	2023-09-14 07:00:00	2023-09-14 08:00:00	0.89
PM PEAK	2023-09-14 16:15:00	2023-09-14 17:15:00	0.97

Forced Peak PM	2023-09-14 16:00:00	2023-09-14 17:00:00	0.97

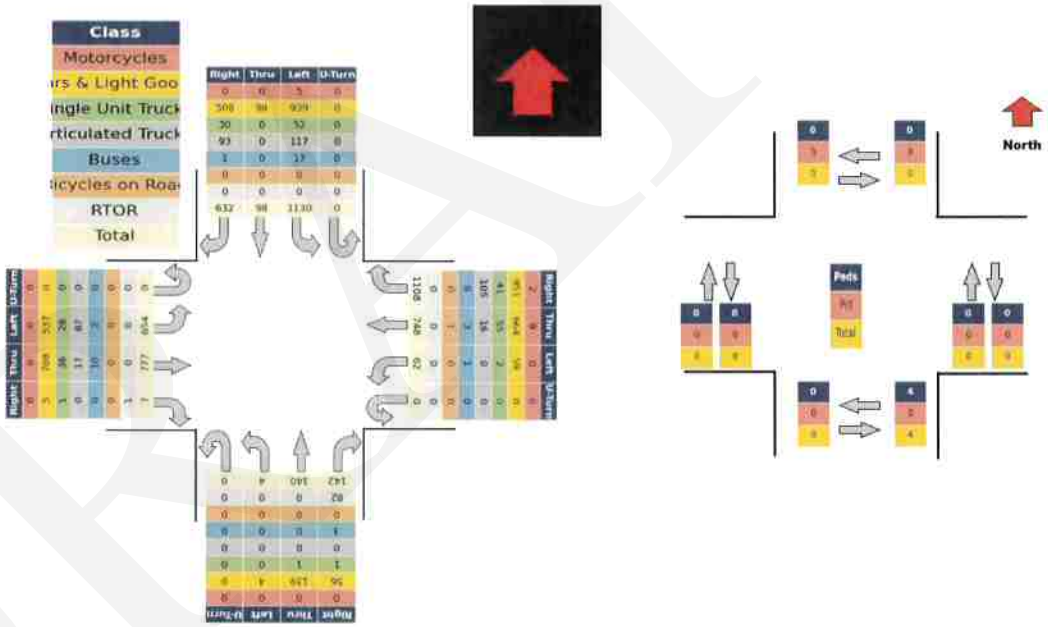


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11594-1
42.782047, -74.026447
2023-09-14

TRI-STATE TRAFFIC DATA

Turning Movement Data Plot

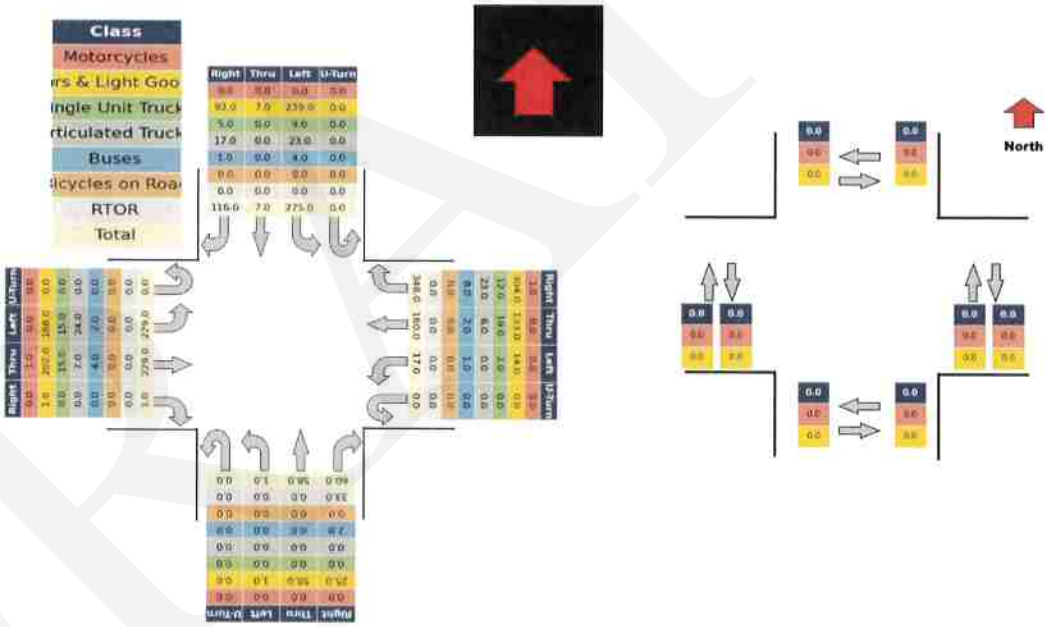


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42.782047, -74.026447
2023-09-14

TRI-STATE TRAFFIC DATA

AM Peak Turning Movement Data Summary

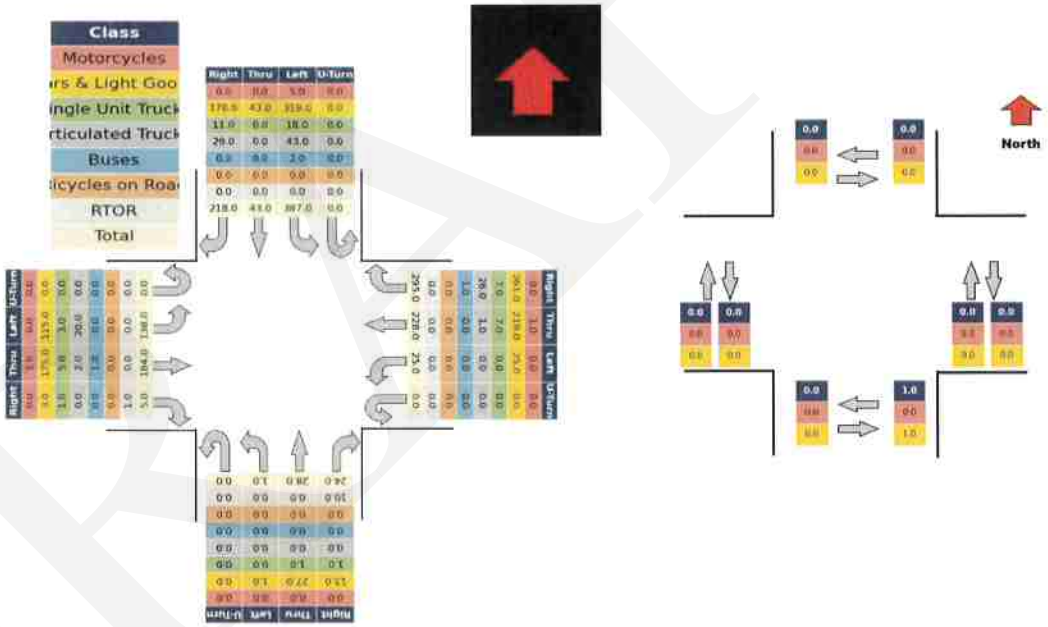


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42.782047, -74.026447
2023-09-14

TRI-STATE TRAFFIC DATA

PM Peak Turning Movement Data Summary



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11594-1
42.782047, -74.026447
2023-09-14

TRI-STATE TRAFFIC DATA

RTOR

Leg	Becker Road						Duanesburg Rd						Becker Road						Duanesburg Rd					
Start Time	U-Turn	Left	Thru	Right	Peds CCW_A	Peds ACW_A	Right	U-Turn	Left	Thru	Peds CCW_B	Peds ACW_B	Thru	Right	U-Turn	Left	Peds CCW_C	Peds ACW_C	Left	Thru	Right	U-Turn	Peds CCW_D	Peds ACW_D
07:00	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	8.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
07:15	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	14.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
07:30	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	9.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
07:45	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	2.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
08:00	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
08:15	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	5.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
08:30	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	10.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
08:45	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	3.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
16:00	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	5.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
16:15	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	2.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
16:30	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
16:45	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	5.0	0.0	0.0	0.0	0.0	0.0	0.0	1.0	0.0	0.0	0.0
17:00	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	2.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
17:15	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	10.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
17:30	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	2.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
17:45	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	2.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	82.0	0.0	0.0	0.0	0.0	0.0	0.0	1.0	0.0	0.0	0.0

DRAFT

11594-1
42.782047, -74.026447
2023-09-14

TRI-STATE TRAFFIC DATA

Total Volume Class Breakdown

Leg	Becker Road							Owensburg Rd							Becker Road							Duanesburg Rd							
Start Time	U-Turn	Left	Thru	Right	app Total_A	Peds CCW A	Peds ACW A	Right	U-Turn	Left	Thru	app Total_B	Peds CCW B	Peds ACW B	Thru	Right	U-Turn	Left	app Total_C	Peds CCW C	Peds ACW C	Left	Thru	Right	U-Turn	app Total_D	Peds CCW D	Peds ACW D	Int Total
07:00:00	0	75	6	22	97	0	0	93	6	2	32	113	0	0	7	9	0	1	17	0	0	52	49	0	0	101	0	0	334
07:15:00	0	73	1	33	107	0	0	94	0	5	36	135	0	0	15	22	0	0	47	0	0	63	83	0	0	146	0	0	434
07:30:00	0	80	3	35	98	0	0	112	0	0	58	170	0	0	20	13	0	0	33	0	0	50	62	0	0	112	0	0	419
07:45:00	0	87	3	28	98	0	0	87	0	4	34	125	0	0	16	6	0	0	22	0	0	66	35	1	0	101	0	0	324
08:00:00	0	42	1	31	74	0	0	55	0	1	28	84	0	0	8	4	0	0	12	0	0	37	57	0	0	94	0	0	262
08:15:00	0	54	3	22	79	0	0	57	0	0	29	86	0	0	16	5	0	1	22	0	0	49	50	0	0	99	0	0	285
08:30:00	0	48	2	28	78	0	0	48	0	0	42	90	0	0	9	13	0	0	22	0	0	36	38	0	0	74	0	0	264
08:45:00	0	43	2	17	62	0	0	44	0	3	26	74	0	0	12	5	0	0	18	0	0	32	37	0	0	69	0	0	220
16:00:00	0	75	11	52	138	0	0	85	0	0	75	160	0	0	3	8	0	0	11	0	3	39	51	0	0	90	0	0	404
16:15:00	0	79	10	52	141	0	0	98	0	0	81	135	0	0	9	7	0	0	16	0	0	33	55	2	0	90	0	0	382
16:30:00	0	157	7	50	184	0	0	78	0	5	56	139	0	0	7	5	0	0	12	0	1	37	48	1	0	94	0	0	398
16:45:00	0	135	13	81	178	0	0	88	0	3	36	127	0	0	9	9	0	1	19	0	0	25	38	1	0	64	0	0	388
17:00:00	0	96	13	35	144	0	0	96	0	8	53	148	0	0	4	3	0	0	7	0	0	43	45	1	0	89	0	0	408
17:15:00	0	79	8	49	136	0	0	89	0	2	43	115	0	0	3	12	0	0	15	0	0	32	58	0	0	90	0	0	354
17:30:00	0	73	13	35	140	0	0	80	0	8	34	120	0	0	2	6	0	1	9	0	0	35	42	1	0	78	0	0	347
17:45:00	0	54	10	44	108	0	0	48	0	3	63	111	0	0	3	5	0	0	10	0	0	25	35	0	0	60	0	0	289
Grand Total	0	1330	98	632	1960	0	0	1358	0	52	748	1918	0	0	148	142	0	4	294	0	4	694	777	7	0	1478	0	0	5652
approach %	0	80	5	33	98	0	0	97	0	3	39	99	0	0	48	49	0	1	98	0	0	46	54	0	0	99	0	0	394
Total %	0	23	1	11	33	0	0	24	0	1	13	34	0	0	3	2	0	0	5	0	0	11	14	0	0	25	0	0	100
Motorcycles	0	5	0	2	8	0	0	3	0	0	9	11	0	0	0	0	0	0	0	0	0	0	8	0	0	8	0	0	32
Motorcycles %	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cars & Light Goods	0	979	98	308	1543	0	0	951	0	50	664	1674	0	0	138	98	0	4	199	0	0	537	708	5	0	1250	0	0	4666
Cars & Light Goods %	0	83	100	80	83	0	0	86	0	95	89	87	0	0	89	39	0	100	89	0	0	82	91	71	0	94	0	0	84
Single Unit Trucks	0	52	0	36	92	0	0	41	0	2	55	98	0	0	5	1	0	0	2	0	0	28	36	1	0	65	0	0	247
Single Unit Trucks %	0	4	0	4	4	0	0	3	0	3	7	5	0	0	3	0	0	0	0	0	0	4	4	14	0	4	0	0	4
Articulated Trucks	0	117	0	83	210	0	0	109	0	0	18	121	0	0	0	0	0	0	0	0	0	87	17	0	0	104	0	0	435
Articulated Trucks %	0	10	0	14	11	0	0	9	0	0	3	6	0	0	0	0	0	0	0	0	0	13	2	0	0	7	0	0	7
Buses	0	17	0	1	18	0	0	9	0	1	3	13	0	0	0	3	0	0	3	0	0	2	10	0	0	12	0	0	46
Buses %	0	1	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1	0	0	0	1	0	0	0	0	0	0
Bicycles on Road	0	0	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
Bicycles on Road %	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
RTOR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	82	0	0	82	0	0	0	0	1	0	1	0	0	83
RTOR %	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	57	0	0	28	0	0	0	0	14	0	0	0	0	1
Peds	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	0	0	0	0	0	0	0	0
Peds %	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ped	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ped %	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

DRAFT

11594-1
42.782047, -74.026447
2023-09-14

TRI-STATE TRAFFIC DATA

Peak AM Class Breakdown

Leg	Becker Road							Duanesburg Rd							Becker Road							Duanesburg Rd							
Start Time	U-Turn	Left	Thru	Right	app Total_A	Peds CCW A	Peds ACW A	Right	U-Turn	Left	Thru	app Total_B	Peds CCW B	Peds ACW B	Thru	Right	U-Turn	Left	app Total_C	Peds CCW C	Peds ACW C	Left	Thru	Right	U-Turn	app Total_D	Peds CCW D	Peds ACW D	Int Total
07:00:00	0.0	75.0	0.0	22.0	97.0	0.0	0.0	85.0	0.0	2.0	32.0	119.0	0.0	0.0	7.0	9.0	0.0	1.0	17.0	0.0	0.0	52.0	48.0	0.0	0.0	101.0	0.0	0.0	334.0
07:15:00	0.0	73.0	1.0	33.0	107.0	0.0	0.0	84.0	0.0	5.0	36.0	125.0	0.0	0.0	15.0	32.0	0.0	0.0	47.0	0.0	0.0	62.0	83.0	0.0	0.0	145.0	0.0	0.0	424.0
07:30:00	0.0	96.0	3.0	35.0	99.0	0.0	0.0	112.0	0.0	8.0	58.0	178.0	0.0	0.0	20.0	13.0	0.0	0.0	33.0	0.0	0.0	50.0	62.0	0.0	0.0	112.0	0.0	0.0	419.0
07:45:00	0.0	97.0	3.0	26.0	96.0	0.0	0.0	97.0	0.0	4.0	34.0	135.0	0.0	0.0	16.0	6.0	0.0	0.0	22.0	0.0	0.0	85.5	35.0	1.0	0.0	101.0	0.0	0.0	324.0
Grand Total	0.0	275.0	7.0	116.0	398.0	0.0	0.0	348.0	0.0	17.0	160.0	525.0	0.0	0.0	58.0	60.0	0.0	1.0	119.0	0.0	0.0	229.0	228.0	1.0	0.0	459.0	0.0	0.0	1501.0
approach %	0.0	69.0	1.8	29.0	99.0	0.0	0.0	66.0	0.0	3.0	30.0	99.0	0.0	0.0	48.9	50.0	0.0	0.8	99.0	0.0	0.0	49.8	49.8	0.0	0.0	99.0	0.0	0.0	394.0
Total %	0.0	18.32	0.47	7.73	26.53	0.0	0.0	23.19	0.0	1.13	10.66	34.99	0.0	0.0	3.86	4.0	0.0	0.07	7.93	0.0	0.0	15.26	15.19	0.07	0.0	30.58	0.0	0.0	100.0
Motorcycles	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1.0	0.0	0.0	0.0	1.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1.0	0.0	0.0	1.0	0.0	0.0	2.0
Motorcycles %	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.28	0.0	0.0	0.0	0.19	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.44	0.0	0.0	0.22	0.0	0.0	0.13
Cars & Light Goods	0.0	259.0	7.0	93.0	359.0	0.0	0.0	304.0	0.0	14.0	133.0	451.0	0.0	0.0	56.0	25.0	0.0	1.0	84.0	0.0	0.0	199.0	202.0	1.0	0.0	391.0	0.0	0.0	1285.0
Cars & Light Goods %	0.0	94.91	100.0	80.17	90.19	0.0	0.0	87.36	0.0	82.35	83.13	85.9	0.0	0.0	100.0	41.67	0.0	100.0	70.59	0.0	0.0	82.1	88.21	100.0	0.0	85.19	0.0	0.0	84.28
Single Unit Trucks	0.0	9.0	0.0	5.0	14.0	0.0	0.0	12.0	0.0	2.0	19.0	33.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	15.0	15.0	0.0	0.0	30.0	0.0	0.0	77.0
Single Unit Trucks %	0.0	3.27	0.0	4.31	3.52	0.0	0.0	3.45	0.0	11.76	11.88	6.29	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	6.55	6.55	0.0	0.0	6.54	0.0	0.0	5.13
Articulated Trucks	0.0	23.0	0.0	17.0	40.0	0.0	0.0	23.0	0.0	0.0	8.0	29.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	24.0	7.0	0.0	0.0	31.0	0.0	0.0	100.0
Articulated Trucks %	0.0	8.36	0.0	14.66	10.05	0.0	0.0	6.61	0.0	0.0	3.75	5.52	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	10.48	3.06	0.0	0.0	6.75	0.0	0.0	6.66
Buses	0.0	4.0	0.0	1.0	5.0	0.0	0.0	8.0	0.0	1.0	2.0	11.0	0.0	0.0	0.0	2.0	0.0	0.0	2.0	0.0	0.0	2.0	4.0	0.0	0.0	6.0	0.0	0.0	24.0
Buses %	0.0	1.45	0.0	0.86	1.26	0.0	0.0	2.3	0.0	5.88	1.25	2.1	0.0	0.0	0.0	3.33	0.0	0.0	1.68	0.0	0.0	0.87	1.75	0.0	0.0	1.31	0.0	0.0	1.6
Bicycles on Road	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Bicycles on Road %	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
RTOR	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	33.0	0.0	0.0	33.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	33.0
RTOR %	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	55.0	0.0	0.0	27.73	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	2.2
Peds	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Peds %	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Ped	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Ped %	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
PHF	0.0	0.92	0.58	0.83	0.93	0.0	0.0	0.78	0.0	0.71	0.88	0.75	0.0	0.0	0.72	0.47	0.0	0.25	0.63	0.0	0.0	0.88	0.69	0.25	0.0	0.79	0.0	0.0	0.69

DRAFT

11594-1
42.782047, -74.026447
2023-09-14

TRI-STATE TRAFFIC DATA

Forced Peak PM Class Breakdown

Leg	Becker Road							Duanesburg Rd							Becker Road							Duanesburg Rd							
Start Time	U-Turn	Left	Thru	Right	app Total_A	Peds CCW A	Peds ACW A	Right	U-Turn	Left	Thru	app Total_B	Peds CCW B	Peds ACW B	Thru	Right	U-Turn	Left	app Total_C	Peds CCW C	Peds ACW C	Left	Thru	Right	U-Turn	app Total_D	Peds CCW D	Peds ACW D	Int Total
15:00:00	0.0	73.0	11.0	52.0	136.0	0.0	0.0	85.0	0.0	5.0	75.0	165.0	0.0	0.0	3.0	8.5	0.0	0.0	11.5	0.0	0.0	39.0	51.0	0.0	0.0	90.0	0.0	0.0	404.5
15:15:00	0.0	79.0	10.0	52.0	141.0	0.0	0.0	86.0	0.0	8.0	81.0	175.0	0.0	0.0	8.0	7.0	0.0	0.0	15.0	0.0	0.0	33.0	50.0	2.0	0.0	85.0	0.0	0.0	382.5
15:30:00	0.0	107.0	7.0	50.0	164.0	0.0	0.0	75.0	0.0	5.0	58.0	138.0	0.0	0.0	7.0	5.0	0.0	0.0	12.0	0.0	1.0	37.0	46.0	1.0	0.0	84.0	0.0	0.0	396.0
15:45:00	0.0	106.0	13.0	51.0	170.0	0.0	0.0	68.0	0.0	3.0	36.0	107.0	0.0	0.0	8.0	0.0	0.0	1.0	10.0	0.0	0.0	25.0	38.0	1.0	0.0	64.0	0.0	0.0	368.0
Grand Total	0.0	366.0	41.0	215.0	622.0	0.0	0.0	294.0	0.0	21.0	250.0	585.0	0.0	0.0	27.0	20.0	0.0	1.0	57.0	0.0	4.0	134.0	185.0	4.0	0.0	323.0	0.0	0.0	1572.0
approach %	0.0	58.9	6.6	34.6	39.6	0.0	0.0	52.0	0.0	3.0	44.0	37.2	0.0	0.0	47.0	35.0	0.0	1.8	3.6	0.0	0.0	40.9	57.3	1.0	0.0	20.5	0.0	0.0	
Total %	0.0	23.28	2.61	13.69	39.57	0.0	0.0	18.7	0.0	1.34	15.9	37.24	0.0	0.0	1.72	1.64	0.0	0.06	3.63	0.0	0.25	8.52	12.09	0.25	0.0	20.57	0.0	0.0	100.0
Motorcycles	0.0	2.0	0.0	0.0	2.0	0.0	0.0	0.0	0.0	0.0	2.0	2.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1.0	0.0	0.0	1.0	0.0	0.0	5.0
Motorcycles %	0.0	0.55	0.0	0.0	0.32	0.0	0.0	0.0	0.0	0.0	0.8	0.35	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.63	0.0	0.0	0.3	0.0	0.0	0.32
Cars & Light Goods	0.0	306.0	41.0	181.0	528.0	0.0	0.0	257.0	0.0	21.0	237.0	515.0	0.0	0.0	26.0	14.0	0.0	1.0	41.0	0.0	0.0	114.0	178.0	2.0	0.0	295.0	0.0	0.0	1378.0
Cars & Light Goods %	0.0	83.61	100.0	84.19	84.89	0.0	0.0	87.41	0.0	100.0	94.8	91.15	0.0	0.0	96.3	70.28	0.0	100.0	71.93	0.0	0.0	85.07	94.21	50.0	0.0	89.94	0.0	0.0	87.72
Single Unit Trucks	0.0	16.0	0.0	0.0	23.0	0.0	0.0	8.0	0.0	0.0	9.0	16.0	0.0	0.0	1.0	1.0	0.0	0.0	2.0	0.0	0.0	1.0	6.0	1.0	0.0	8.0	0.0	0.0	50.0
Single Unit Trucks %	0.0	4.37	0.0	4.19	4.02	0.0	0.0	2.04	0.0	0.0	3.6	2.88	0.0	0.0	3.7	3.45	0.0	0.0	3.51	0.0	0.0	0.75	3.19	25.0	0.0	2.44	0.0	0.0	3.18
Articulated Trucks	0.0	36.0	0.0	26.0	61.0	0.0	0.0	30.0	0.0	0.0	2.0	32.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	19.0	1.0	0.0	0.0	20.0	0.0	0.0	113.0
Articulated Trucks %	0.0	9.84	0.0	11.63	9.81	0.0	0.0	10.2	0.0	0.0	0.8	5.48	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	14.18	0.53	0.0	0.0	6.1	0.0	0.0	7.19
Buses	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1.0	0.0	0.0	0.0	1.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	3.0	0.0	0.0	3.0	0.0	0.0	15.0
Buses %	0.0	1.64	0.0	0.0	0.96	0.0	0.0	0.34	0.0	0.0	0.0	0.19	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1.58	0.0	0.0	0.91	0.0	0.0	0.64
Bicycles on Road	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Bicycles on Road %	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
HTOR	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	14.0	0.0	0.0	14.0	0.0	0.0	0.0	0.0	1.0	0.0	1.0	0.0	0.0	15.0
HTOR %	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	48.28	0.0	0.0	24.56	0.0	0.0	0.0	0.0	25.0	0.0	0.3	0.0	0.0	0.95
Peds	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	4.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Peds %	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
PM	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
PM %	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
PHF	0.0	0.98	0.79	0.88	0.87	0.0	0.0	0.86	0.0	0.88	0.83	0.84	0.0	0.0	0.75	0.81	0.0	0.25	0.79	0.0	0.33	0.88	0.84	0.5	0.0	0.81	0.0	0.0	0.87

DRAFT

11594-1
42.782047, -74.026447
2023-09-16

TRI-STATE TRAFFIC DATA

SUMMARY	
Project	VHB
Project Code	11594
Site Name	11594-1
Legs and Movements	All Processed Legs & Movements
Bin Size	15.0
Start Time	11:00
End Time	12:45
Location	11594-1
Latitude and Longitude	42.782047, -74.026447

	START	END	PHF
AM PEAK	2023-09-16 11:00:00	2023-09-16 12:00:00	0.97
PM PEAK	2023-09-16 12:00:00	2023-09-16 13:00:00	0.9

Forced Peak PM	2023-09-16 12:00:00	2023-09-16 13:00:00	0.9

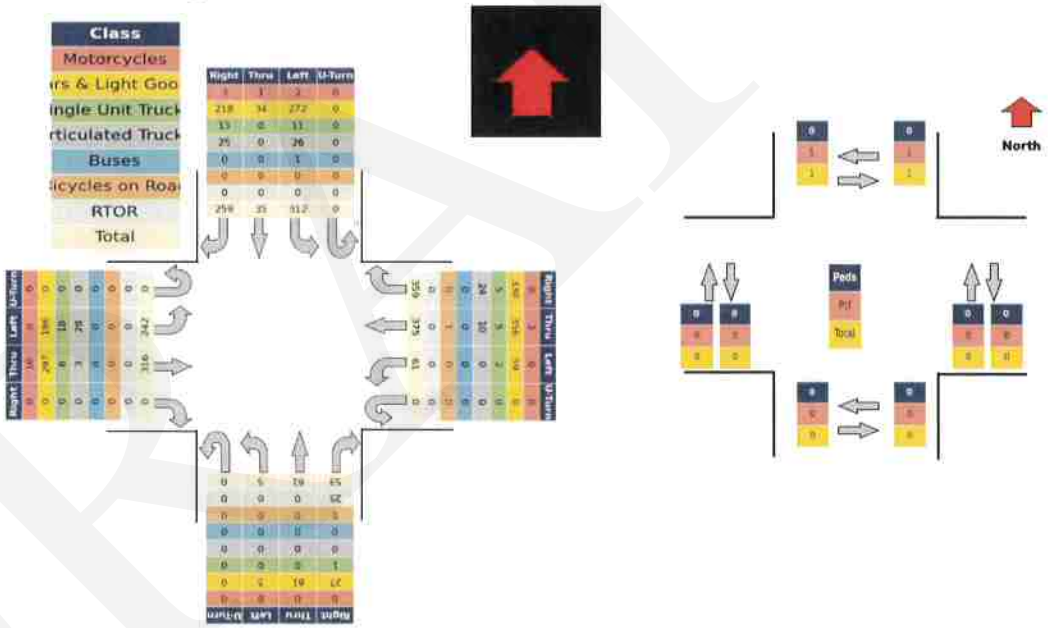


DRAFT

11594-1
42.782047, -74.026447
2023-09-16

TRI-STATE TRAFFIC DATA

Turning Movement Data Plot



DRAFT

11594-1
42.782047, -74.026447
2023-09-16

TRI-STATE TRAFFIC DATA

Forced Peak PM Class Breakdown

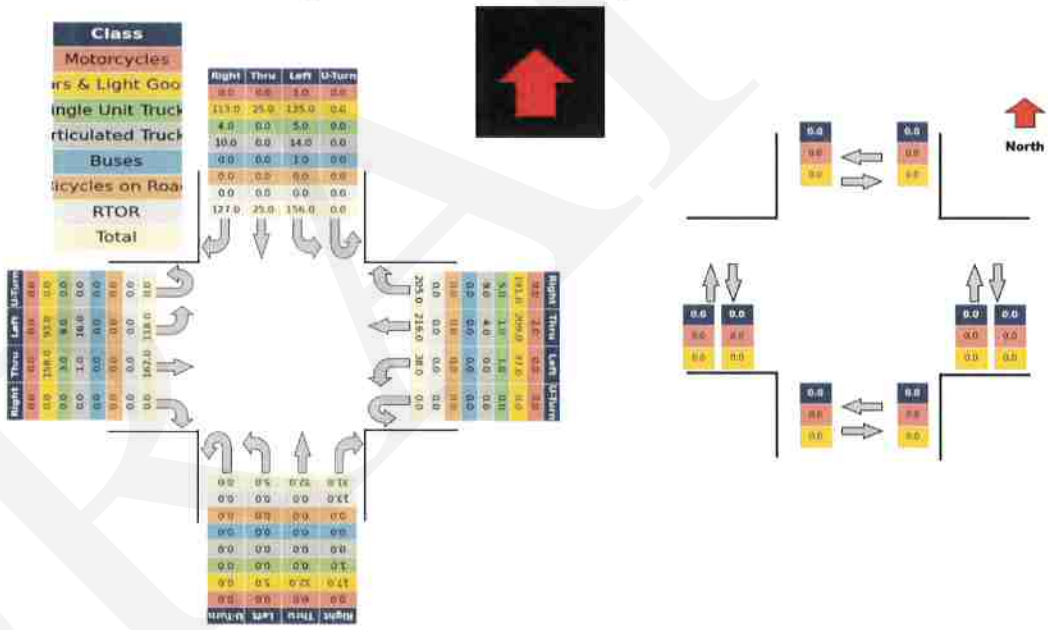
Leg	Becker Road							Duanesburg Rd							Becker Road							Duanesburg Rd							
Start Time	U-Turn	Left	Thru	Right	app Total_A	Peds CCW A	Peds ACW A	Right	U-Turn	Left	Thru	app Total_B	Peds CCW B	Peds ACW B	Thru	Right	U-Turn	Left	app Total_C	Peds CCW C	Peds ACW C	Left	Thru	Right	U-Turn	app Total_D	Peds CCW D	Peds ACW D	Int Total
12:00:00	0.0	30.0	0.0	30.0	72.0	0.0	0.0	43.0	0.0	5.0	51.0	99.0	0.0	0.0	0.0	19.0	0.0	2.0	17.0	0.0	0.0	26.0	32.0	0.0	0.0	90.0	0.0	0.0	246.0
12:15:00	0.0	46.0	8.0	28.0	82.0	0.0	0.0	62.0	0.0	13.0	65.0	139.0	0.0	0.0	11.0	5.0	0.0	1.0	17.0	0.0	0.0	31.0	40.0	0.0	0.0	71.0	0.0	0.0	309.0
12:30:00	0.0	39.0	10.0	35.0	84.0	0.0	0.0	58.0	0.0	14.0	51.0	123.0	0.0	0.0	8.0	11.0	0.0	1.0	20.0	0.0	0.0	29.0	43.0	0.0	0.0	72.0	0.0	0.0	299.0
12:45:00	0.0	32.0	4.0	34.0	70.0	0.0	0.0	42.0	0.0	7.0	49.0	98.0	0.0	0.0	8.0	5.0	0.0	1.0	14.0	0.0	0.0	30.0	47.0	0.0	0.0	77.0	0.0	0.0	259.0
Grand Total	0.0	156.0	25.0	127.0	308.0	0.0	0.0	205.0	0.0	39.0	216.0	459.0	0.0	0.0	32.0	31.0	0.0	5.0	68.0	0.0	0.0	116.0	162.0	0.0	0.0	280.0	0.0	0.0	1113.0
approach %	0.0	50.0	8.0	41.0	99.0	0.0	0.0	44.0	0.0	8.5	47.0	99.0	0.0	0.0	47.0	45.0	0.0	7.0	99.0	0.0	0.0	42.0	57.0	0.0	0.0	99.0	0.0	0.0	395.0
Total %	0.0	13.91	2.24	11.39	27.62	0.0	0.0	18.39	0.0	3.41	19.37	41.17	0.0	0.0	2.87	2.78	0.0	0.45	6.1	0.0	0.0	10.34	14.53	0.0	0.0	25.11	0.0	0.0	100.0
Motorcycles	0.0	1.0	0.0	0.0	1.0	0.0	0.0	0.0	0.0	0.0	2.0	2.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	3.0
Motorcycles %	0.0	0.84	0.0	0.0	0.32	0.0	0.0	0.0	0.0	0.0	0.93	0.44	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.27
Cars & Light Goods	0.0	135.0	25.0	113.0	273.0	0.0	0.0	191.0	0.0	37.0	209.0	437.0	0.0	0.0	32.0	17.0	0.0	5.0	54.0	0.0	0.0	93.0	156.0	0.0	0.0	251.0	0.0	0.0	1015.0
Cars & Light Goods %	0.0	86.54	100.0	88.98	88.64	0.0	0.0	93.17	0.0	97.37	96.76	95.21	0.0	0.0	100.0	54.84	0.0	100.0	79.41	0.0	0.0	79.91	97.53	0.0	0.0	89.64	0.0	0.0	91.03
Single Unit Trucks	0.0	5.0	0.0	4.0	9.0	0.0	0.0	5.0	0.0	1.0	1.0	7.0	0.0	0.0	0.0	1.0	0.0	0.0	1.0	0.0	0.0	0.0	3.0	0.0	0.0	12.0	0.0	0.0	29.0
Single Unit Trucks %	0.0	3.21	0.0	3.15	2.93	0.0	0.0	2.44	0.0	2.63	0.46	1.53	0.0	0.0	0.0	3.23	0.0	0.0	1.47	0.0	0.0	7.93	1.85	0.0	0.0	4.29	0.0	0.0	2.6
Articulated Trucks	0.0	14.0	0.0	10.0	24.0	0.0	0.0	9.0	0.0	0.0	4.0	13.0	0.0	0.0	0.0	9.0	0.0	0.0	0.0	0.0	0.0	16.0	1.0	0.0	0.0	17.0	0.0	0.0	54.0
Articulated Trucks %	0.0	8.97	0.0	7.87	7.79	0.0	0.0	4.39	0.0	0.0	1.85	2.83	0.0	0.0	0.0	9.0	0.0	0.0	0.0	0.0	0.0	13.56	0.62	0.0	0.0	6.07	0.0	0.0	4.84
Buses	0.0	1.0	0.0	0.0	1.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1.0
Buses %	0.0	0.64	0.0	0.0	0.32	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.09
Bicycles on Road	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Bicycles on Road %	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
HTOR	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	13.0	0.0	0.0	13.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	13.0
HTOR %	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	41.94	0.0	0.0	19.12	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1.17
Peds	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Peds %	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Pcl	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Pcl %	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
PHF	0.0	0.85	0.62	0.81	0.83	0.0	0.0	0.83	0.0	0.68	0.83	0.83	0.0	0.0	0.73	0.7	0.0	0.62	0.85	0.0	0.0	0.85	0.84	0.0	0.0	0.91	0.0	0.0	0.9

DRAFT

11594-1
42.782047, -74.026447
2023-09-16

TRI-STATE TRAFFIC DATA

PM Peak Turning Movement Data Summary



DRAFT

11594-2
42.778296, -74.038518
2023-09-14

SUMMARY	
Project	VHB
Project Code	11594
Site Name	11594-2
Legs and Movements	All Processed Legs & Movements
Bin Size	15.0
Start Time	07:00
End Time	17:45
Location	11594-2
Latitude and Longitude	42.778296, -74.038518

	START	END	PHF
AM PEAK	2023-09-14 07:00:00	2023-09-14 08:00:00	0.89
PM PEAK	2023-09-14 16:00:00	2023-09-14 17:00:00	0.92

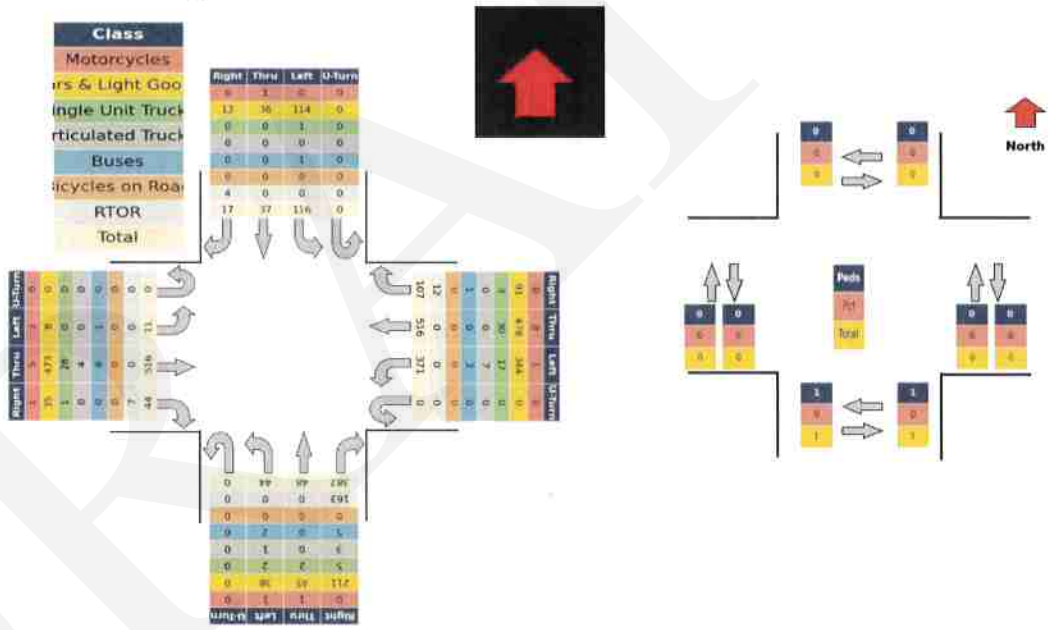


DRAFT

11594-2
42.778296, -74.038518
2023-09-14

TRI-STATE TRAFFIC DATA

Turning Movement Data Plot

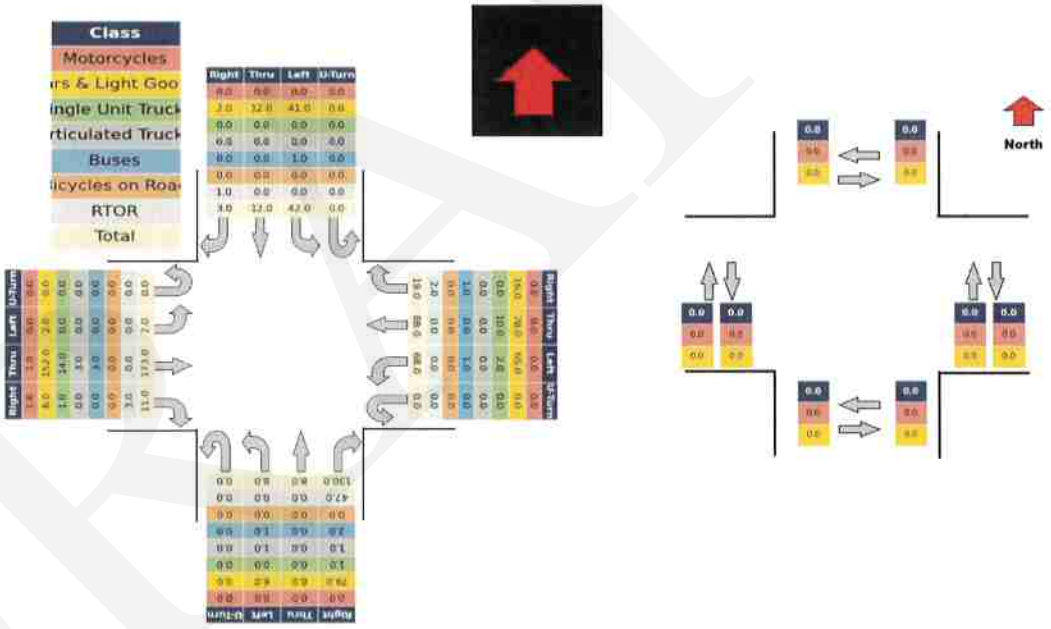


DRAFT

11594-2
42.778296, -74.038518
2023-09-14

TRI-STATE TRAFFIC DATA

AM Peak Turning Movement Data Summary

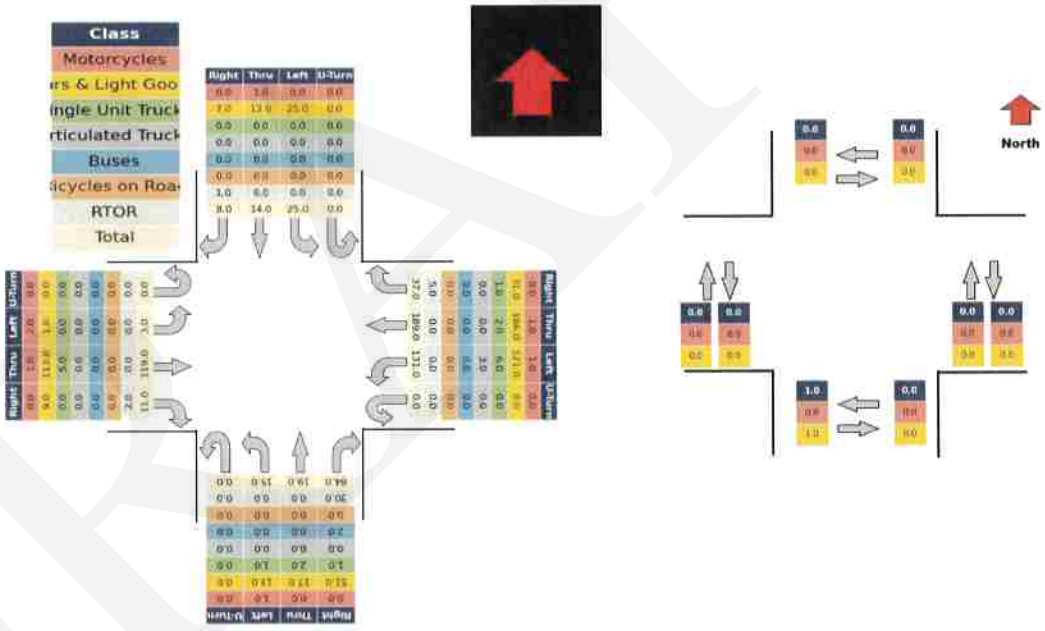


DRAFT

11594-2
42.778296, -74.038518
2023-09-14

TRI-STATE TRAFFIC DATA

PM Peak Turning Movement Data Summary



DRAFT

11594-2
42.778296, -74.038518
2023-09-14

TRI-STATE TRAFFIC DATA

RTOR

Leg	Pengburn Rd						Duanesburg Rd						Pengburn Rd						Duanesburg Rd					
Start Time	U-Turn	Left	Thru	Right	Peds CCW_A	Peds ACW_A	Right	U-Turn	Left	Thru	Peds CCW_B	Peds ACW_B	Thru	Right	U-Turn	Left	Peds CCW_C	Peds ACW_C	Left	Thru	Right	U-Turn	Peds CCW_D	Peds ACW_D
07:00	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	11.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
07:15	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	9.0	0.0	0.0	0.0	0.0	0.0	0.0	1.0	0.0	0.0	0.0
07:30	0.0	0.0	0.0	1.0	0.0	0.0	1.0	0.0	0.0	0.0	0.0	0.0	0.0	13.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
07:45	0.0	0.0	0.0	0.0	0.0	0.0	1.0	0.0	0.0	0.0	0.0	0.0	0.0	14.0	0.0	0.0	0.0	0.0	0.0	0.0	2.0	0.0	0.0	0.0
08:00	0.0	0.0	0.0	0.0	0.0	0.0	1.0	0.0	0.0	0.0	0.0	0.0	0.0	15.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
08:15	0.0	0.0	0.0	0.0	0.0	0.0	1.0	0.0	0.0	0.0	0.0	0.0	0.0	10.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
08:30	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	7.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
08:45	0.0	0.0	0.0	0.0	0.0	0.0	1.0	0.0	0.0	0.0	0.0	0.0	0.0	11.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
09:00	0.0	0.0	0.0	0.0	0.0	0.0	1.0	0.0	0.0	0.0	0.0	0.0	0.0	8.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
09:15	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	7.0	0.0	0.0	0.0	0.0	0.0	0.0	1.0	0.0	0.0	0.0
09:30	0.0	0.0	0.0	0.0	0.0	0.0	2.0	0.0	0.0	0.0	0.0	0.0	0.0	7.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
09:45	0.0	0.0	0.0	1.0	0.0	0.0	2.0	0.0	0.0	0.0	0.0	0.0	0.0	8.0	0.0	0.0	0.0	0.0	0.0	0.0	1.0	0.0	0.0	0.0
17:00	0.0	0.0	0.0	1.0	0.0	0.0	2.0	0.0	0.0	0.0	0.0	0.0	0.0	12.0	0.0	0.0	0.0	0.0	0.0	0.0	1.0	0.0	0.0	0.0
17:15	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	15.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
17:30	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	14.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
17:45	0.0	0.0	0.0	1.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	8.0	0.0	0.0	0.0	0.0	0.0	0.0	1.0	0.0	0.0	0.0
Total	0.0	0.0	0.0	0.0	0.0	0.0	13.0	0.0	0.0	0.0	0.0	0.0	0.0	193.0	0.0	0.0	0.0	0.0	0.0	0.0	7.0	0.0	0.0	0.0

DRAFT

11594-2
42.778296, -74.038518
2023-09-14

TRI-STATE TRAFFIC DATA

Total Volume Class Breakdown

Leg	Pengborn Rd							Duanesburg Rd							Pengborn Rd							Duanesburg Rd							
Start Time	U-Turn	Left	Thru	Right	app Total_A	Peds CCW A	Peds ACW A	Right	U-Turn	Left	Thru	app Total_B	Peds CCW B	Peds ACW B	Thru	Right	U-Turn	Left	app Total_C	Peds CCW C	Peds ACW C	Left	Thru	Right	U-Turn	app Total_D	Peds CCW D	Peds ACW D	Int Total
07:00:00	0	10	4	0	14	0	0	4	0	13	12	29	0	0	2	25	0	3	30	0	0	3	53	4	0	57	0	0	130
07:15:00	0	21	2	2	25	0	0	4	0	14	26	44	0	0	3	47	0	2	52	0	0	0	36	1	0	37	0	0	158
07:30:00	0	5	2	1	8	0	0	8	0	29	24	58	0	0	1	29	0	4	34	0	0	0	46	2	0	48	0	0	149
07:45:00	0	9	3	0	8	0	0	8	0	14	28	45	0	0	2	28	0	0	30	0	0	2	36	4	0	44	0	0	128
08:00:00	0	5	2	0	7	0	0	8	0	19	15	42	0	0	0	32	0	4	36	0	0	0	36	2	0	38	0	0	123
08:15:00	0	10	1	1	12	0	0	3	0	16	11	30	0	0	4	30	0	3	37	0	0	2	34	3	0	39	0	0	118
08:30:00	0	11	1	1	13	0	0	5	0	18	22	45	0	0	0	16	0	2	17	0	1	1	34	0	0	35	0	0	106
08:45:00	0	3	0	0	3	0	0	3	0	13	22	38	0	0	0	15	0	4	19	0	0	0	36	2	0	38	0	0	98
16:00:00	0	10	2	2	14	0	0	10	0	36	55	100	0	0	5	30	0	2	37	0	0	0	27	0	0	27	0	0	178
16:15:00	0	9	0	0	14	0	0	2	0	32	48	82	0	0	5	18	0	4	27	1	0	0	30	7	0	37	0	0	160
16:30:00	0	3	3	2	8	0	0	6	0	34	46	86	0	0	4	21	0	4	29	0	0	3	34	3	0	40	0	0	156
16:45:00	0	3	4	4	11	0	0	16	0	30	40	86	0	0	5	15	0	5	25	0	0	0	29	1	0	29	0	0	151
17:00:00	0	10	1	2	13	0	0	13	0	32	41	86	0	0	4	25	0	2	31	0	0	1	25	4	0	30	0	0	156
17:15:00	0	4	4	1	9	0	0	5	0	24	41	70	0	0	3	28	0	1	30	0	0	2	33	8	0	41	0	0	150
17:30:00	0	6	1	0	7	0	0	7	0	20	47	74	0	0	6	23	0	2	30	0	0	0	16	1	0	17	0	0	128
17:45:00	0	6	1	1	8	0	0	7	0	30	40	77	0	0	4	8	0	3	15	0	0	0	26	4	0	34	0	0	118
Grand Total	0	116	27	17	170	0	0	107	0	371	518	996	0	0	48	397	0	44	479	1	1	11	518	44	0	571	0	0	2214
approach %	0	68	21	10	39	0	0	19	0	37	51	99	0	0	10	80	0	9	99	0	0	1	90	7	0	98	0	0	394
Total %	0	3	1	0	7	0	0	4	0	16	23	44	0	0	2	17	0	1	21	0	0	0	23	1	0	25	0	0	100
Motorcycles	0	0	1	0	1	0	0	0	0	1	0	1	0	0	1	0	0	1	2	0	0	2	5	1	0	8	0	0	20
Motorcycles %	0	0	2	0	0	0	0	0	0	0	1	0	0	0	3	0	0	2	0	0	0	18	0	2	0	1	0	0	0
Cars & Light Goods	0	114	38	13	163	0	0	91	0	344	478	913	0	0	45	211	0	36	294	0	0	6	473	35	0	518	0	0	1988
Cars & Light Goods %	0	98	97	76	95	0	0	85	0	92	92	91	0	0	93	54	0	86	61	0	0	72	91	79	0	90	0	0	90
Single Unit Trucks	0	1	0	0	1	0	0	3	0	17	30	50	0	0	2	6	0	2	8	0	0	0	28	1	0	29	0	0	88
Single Unit Trucks %	0	0	0	0	0	0	0	2	0	4	5	5	0	0	4	1	0	4	1	0	0	0	5	2	0	5	0	0	4
Articulated Trucks	0	0	0	0	0	0	0	0	0	7	0	7	0	0	0	3	0	1	4	0	0	0	4	0	0	4	0	0	15
Articulated Trucks %	0	0	0	0	0	0	0	0	0	1	0	1	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0
Buses	0	1	0	0	1	0	0	1	0	2	0	3	0	0	0	5	0	3	7	0	0	1	6	0	0	7	0	0	18
Buses %	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	4	1	0	0	9	1	0	0	1	0	0	0
Bicycles on Road	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Bicycles on Road %	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
HTCVH	0	0	0	4	4	0	0	12	0	0	0	12	0	0	0	183	0	0	183	0	0	0	0	7	0	7	0	0	196
HTCVH %	0	0	0	23	2	0	0	11	0	0	0	1	0	0	0	43	0	0	34	0	0	0	0	15	0	1	0	0	8
Peds	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0
Peds %	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	100	0	0	0	0	0	0	0	0	0
Pol	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Pol %	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

DRAFT

11594-2
42.778296, -74.038518
2023-09-14

TRI-STATE TRAFFIC DATA

Peak AM Class Breakdown

Leg	Pangburn Rd							Duanesburg Rd							Pangburn Rd							Duanesburg Rd							
Start Time	U-Turn	Left	Thru	Right	app Total_A	Peds CCW A	Peds ACW A	Right	U-Turn	Left	Thru	app Total_B	Peds CCW B	Peds ACW B	Thru	Right	U-Turn	Left	app Total_C	Peds CCW C	Peds ACW C	Left	Thru	Right	U-Turn	app Total_D	Peds CCW D	Peds ACW D	Int Total
07:00:00	0.0	10.0	4.0	0.0	14.0	0.0	0.0	4.0	0.0	12.0	12.0	28.0	0.0	0.0	2.0	25.0	0.0	2.0	30.0	0.0	0.0	0.0	93.0	4.0	0.0	97.0	0.0	0.0	129.0
07:15:00	0.0	21.0	2.0	2.0	25.0	0.0	0.0	4.0	0.0	14.0	26.0	44.0	0.0	0.0	3.0	47.0	0.0	2.0	52.0	0.0	0.0	0.0	36.0	1.0	0.0	37.0	0.0	0.0	108.0
07:30:00	0.0	5.0	3.0	1.0	9.0	0.0	0.0	6.0	0.0	26.0	24.0	56.0	0.0	0.0	1.0	29.0	0.0	4.0	34.0	0.0	0.0	0.0	48.0	2.0	0.0	48.0	0.0	0.0	149.0
07:45:00	0.0	6.0	3.0	0.0	9.0	0.0	0.0	0.0	0.0	14.0	28.0	42.0	0.0	0.0	2.0	28.0	0.0	0.0	30.0	0.0	0.0	2.0	36.0	4.0	0.0	44.0	0.0	0.0	120.0
Grand Total	0.0	42.0	12.0	3.0	57.0	0.0	0.0	18.0	0.0	66.0	66.0	170.0	0.0	0.0	8.0	130.0	0.0	8.0	146.0	0.0	0.0	2.0	173.0	11.0	0.0	186.0	0.0	0.0	504.0
approach %	0.0	73.0	21.0	5.0	99.0	0.0	0.0	10.0	0.0	36.0	36.0	96.0	0.0	0.0	5.0	89.0	0.0	5.0	99.0	0.0	0.0	1.0	93.0	5.0	0.0	99.0	0.0	0.0	285.0
Total %	0.0	7.45	2.13	0.53	10.11	0.0	0.0	3.37	0.0	12.06	12.0	31.01	0.0	0.0	1.42	23.05	0.0	1.42	25.89	0.0	0.0	0.35	34.87	1.95	0.0	37.65	0.0	0.0	100.0
Motorcycles	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1.0	1.0	0.0	2.0	0.0	0.0	2.0
Motorcycles %	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.58	0.09	0.0	1.08	0.0	0.0	0.39
Cars & Light Goods	0.0	41.0	12.0	2.0	55.0	0.0	0.0	18.0	0.0	66.0	76.0	159.0	0.0	0.0	8.0	79.0	0.0	6.0	93.0	0.0	0.0	2.0	152.0	9.0	0.0	166.0	0.0	0.0	467.0
Cars & Light Goods %	0.0	97.62	100.0	66.67	96.49	0.0	0.0	94.21	0.0	95.59	99.84	90.89	0.0	0.0	100.0	60.77	0.0	75.0	83.7	0.0	0.0	100.0	87.84	64.65	0.0	89.02	0.0	0.0	92.8
Single Unit Trucks	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	2.0	10.0	12.0	0.0	0.0	0.0	1.0	0.0	0.0	1.0	0.0	0.0	0.0	14.0	1.0	0.0	15.0	0.0	0.0	28.0
Single Unit Trucks %	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	2.94	11.36	6.89	0.0	0.0	0.0	0.77	0.0	0.0	0.68	0.0	0.0	0.0	8.09	8.06	0.0	8.06	0.0	0.0	4.96
Articulated Trucks	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1.0	0.0	1.0	2.0	0.0	0.0	0.0	3.0	0.0	0.0	3.0	0.0	0.0	5.0
Articulated Trucks %	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.77	0.0	12.5	1.37	0.0	0.0	0.0	1.73	0.0	0.0	1.61	0.0	0.0	0.89
Buses	0.0	1.0	0.0	0.0	1.0	0.0	0.0	1.0	0.0	1.0	0.0	2.0	0.0	0.0	0.0	2.0	0.0	1.0	3.0	0.0	0.0	0.0	3.0	0.0	0.0	3.0	0.0	0.0	8.0
Buses %	0.0	2.38	0.0	0.0	1.75	0.0	0.0	5.26	0.0	1.47	0.0	1.14	0.0	0.0	0.0	1.54	0.0	12.5	2.05	0.0	0.0	0.0	1.73	0.0	0.0	1.61	0.0	0.0	1.6
Bicycles on Road	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Bicycles on Road %	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
RTOR	0.0	0.0	0.0	1.0	1.0	0.0	0.0	2.0	0.0	0.0	0.0	2.0	0.0	0.0	0.0	47.0	0.0	0.0	47.0	0.0	0.0	0.0	0.0	3.0	0.0	3.0	0.0	0.0	53.0
RTOR %	0.0	0.0	0.0	33.33	1.75	0.0	0.0	10.53	0.0	0.0	0.0	1.14	0.0	0.0	0.0	36.15	0.0	0.0	32.19	0.0	0.0	0.0	0.0	27.27	0.0	1.61	0.0	0.0	9.4
Peds	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Peds %	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Ped	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Ped %	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
PHF	0.0	0.5	0.75	0.38	0.57	0.0	0.0	0.75	0.0	0.81	0.95	0.75	0.0	0.0	0.67	0.89	0.0	0.5	0.7	0.0	0.0	0.25	0.82	0.89	0.0	0.82	0.0	0.0	0.89

DRAFT

11594-2
42.778296, -74.038518
2023-09-14

TRI-STATE TRAFFIC DATA

Peak PM Class Breakdown

Leg	Pangburn Rd							Dunnebarg Rd							Pangburn Rd							Dunnebarg Rd							
Start Time	U-Turn	Left	Thru	Right	app Total_A	Peds CCW A	Peds ACW A	Right	U-Turn	Left	Thru	app Total_B	Peds CCW B	Peds ACW B	Thru	Right	U-Turn	Left	app Total_C	Peds CCW C	Peds ACW C	Left	Thru	Right	U-Turn	app Total_D	Peds CCW D	Peds ACW D	Int Total
16:00:00	0.0	10.0	2.0	2.0	14.0	0.0	0.0	10.0	0.0	35.0	55.0	100.0	0.0	0.0	5.0	30.0	0.0	2.0	37.0	0.0	0.0	0.0	27.0	0.0	0.0	27.0	0.0	0.0	178.0
16:15:00	0.0	9.0	5.0	0.0	14.0	0.0	0.0	2.0	0.0	32.0	48.0	82.0	0.0	0.0	5.0	18.0	0.0	4.0	27.0	1.0	0.0	0.0	35.0	7.0	0.0	37.0	0.0	0.0	160.0
16:30:00	0.0	3.0	3.0	2.0	8.0	0.0	0.0	8.0	0.0	34.0	46.0	88.0	0.0	0.0	4.0	21.0	0.0	4.0	29.0	0.0	0.0	3.0	34.0	3.0	0.0	40.0	0.0	0.0	166.0
16:45:00	0.0	3.0	4.0	4.0	11.0	0.0	0.0	10.0	0.0	30.0	46.0	86.0	0.0	0.0	5.0	15.0	0.0	5.0	25.0	0.0	0.0	0.0	28.0	1.0	0.0	29.0	0.0	0.0	151.0
Grand Total	0.0	25.0	14.0	8.0	47.0	0.0	0.0	37.0	0.0	131.0	189.0	357.0	0.0	0.0	19.0	84.0	0.0	15.0	118.0	1.0	0.0	3.0	119.0	11.0	0.0	133.0	0.0	0.0	655.0
approach %	0.0	53.2	29.8	17.0	99.0	0.0	0.0	15.6	0.0	36.0	52.9	99.0	0.0	0.0	16.0	71.0	0.0	12.9	99.0	0.0	0.0	2.2	89.5	8.3	0.0	99.0	0.0	0.0	393.0
Total %	0.0	3.82	2.14	1.22	7.18	0.0	0.0	5.65	0.0	20.0	28.85	54.5	0.0	0.0	2.9	12.83	0.3	2.29	18.02	0.15	0.0	0.46	18.17	1.68	0.0	20.31	0.0	0.0	100.0
Motorcycles	0.0	0.0	1.0	0.0	1.0	0.0	0.0	0.0	0.0	1.0	1.0	2.0	0.0	0.0	0.0	0.0	0.0	1.0	1.0	0.0	0.0	2.0	1.0	0.0	0.0	3.0	0.0	0.0	7.0
Motorcycles %	0.0	0.0	7.14	0.0	2.13	0.0	0.0	0.0	0.0	0.76	0.53	0.56	0.0	0.0	0.0	0.0	0.0	6.67	0.85	0.0	0.0	66.67	0.84	0.0	0.0	2.26	0.0	0.0	1.07
Cars & Light Goods	0.0	25.0	13.0	7.0	45.0	0.0	0.0	31.0	0.0	121.0	188.0	338.0	0.0	0.0	17.0	81.0	0.0	13.0	81.0	0.0	0.0	1.0	113.0	9.0	0.0	123.0	0.0	0.0	587.0
Cars & Light Goods %	0.0	100.0	92.86	87.5	95.74	0.0	0.0	83.78	0.0	92.37	99.47	94.68	0.0	0.0	89.47	89.71	0.0	86.67	98.64	0.0	0.0	33.33	94.96	81.82	0.0	92.48	0.0	0.0	89.62
Single Unit Trucks	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1.0	0.0	6.0	2.0	9.0	0.0	0.0	2.0	1.0	0.0	1.0	4.0	0.0	0.0	0.0	5.0	0.0	0.0	5.0	0.0	0.0	18.0
Single Unit Trucks %	0.0	0.0	0.0	0.0	0.0	0.0	0.0	2.7	0.0	4.58	1.06	2.52	0.0	0.0	10.53	1.19	0.0	6.67	3.39	0.0	0.0	0.0	4.2	0.0	0.0	3.76	0.0	0.0	2.75
Articulated Trucks	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	3.0	0.0	3.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	3.0
Articulated Trucks %	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	2.29	0.0	0.84	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.46
Buses	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	2.0	0.0	0.0	2.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	2.0
Buses %	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	2.38	0.0	0.0	1.69	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.31
Bicycles on Road	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Bicycles on Road %	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
HTOR	0.0	0.0	0.0	1.0	1.0	0.0	0.0	3.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	30.0	0.0	0.0	30.0	0.0	0.0	0.0	0.0	2.0	0.0	2.0	0.0	0.0	36.0
HTOR %	0.0	0.0	0.0	12.5	2.13	0.0	0.0	13.51	0.0	0.0	0.0	1.4	0.0	0.0	0.0	35.71	0.0	0.0	25.42	0.0	0.0	0.0	0.0	18.18	0.0	1.5	0.0	0.0	5.8
Peds	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Peds %	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	100.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Ped	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Ped %	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
PHF	0.0	0.62	0.7	0.5	0.84	0.0	0.0	0.58	0.0	0.94	0.88	0.89	0.0	0.0	0.95	0.7	0.0	0.75	0.8	0.25	0.0	0.25	0.88	0.39	0.0	0.83	0.0	0.0	0.82

DRAFT

11594-2
42.778296, -74.038518
2023-09-16

SUMMARY	
Project	VHB
Project Code	11594
Site Name	11594-2
Legs and Movements	All Processed Legs & Movements
Bin Size	15.0
Start Time	11:00
End Time	12:45
Location	11594-2
Latitude and Longitude	42.778296, -74.038518

	START	END	PHF
AM PEAK	2023-09-16 11:00:00	2023-09-16 12:00:00	0.83
PM PEAK	2023-09-16 12:00:00	2023-09-16 13:00:00	0.88

Forced Peak PM	2023-09-16 12:00:00	2023-09-16 13:00:00	0.88

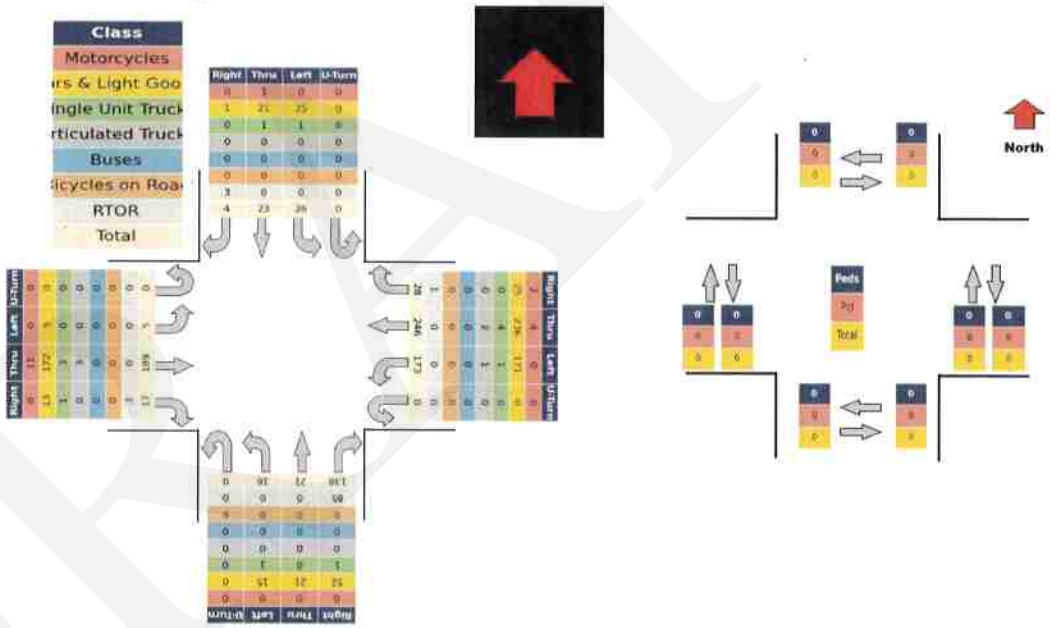


DRAFT

11594-2
42.778296, -74.038518
2023-09-16

TRI-STATE TRAFFIC DATA

Turning Movement Data Plot

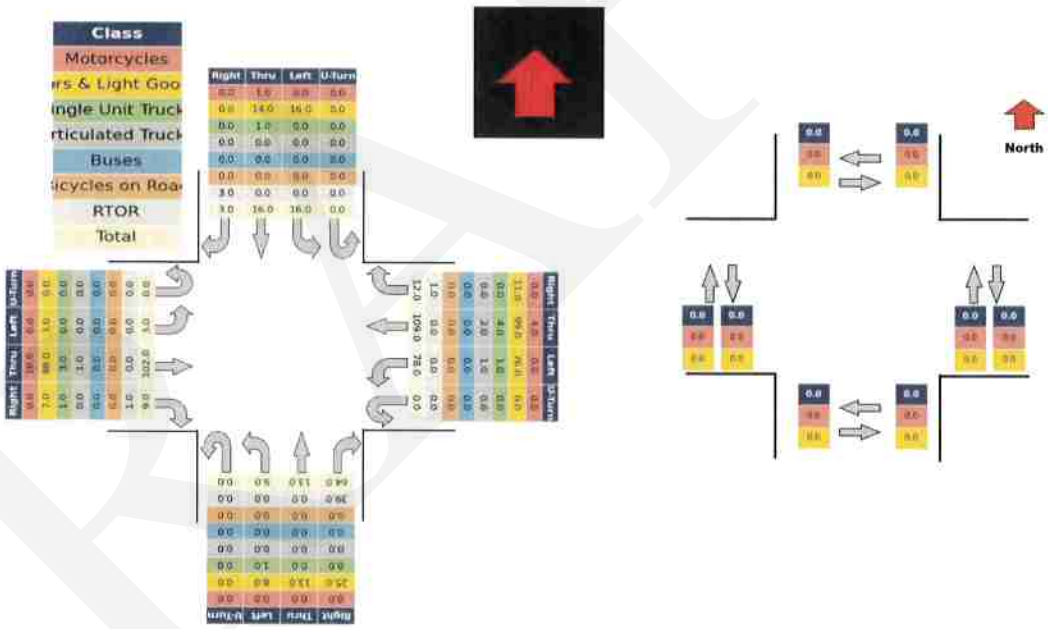


DRAFT

11594-2
42.778296, -74.038518
2023-09-16

TRI-STATE TRAFFIC DATA

AM Peak Turning Movement Data Summary

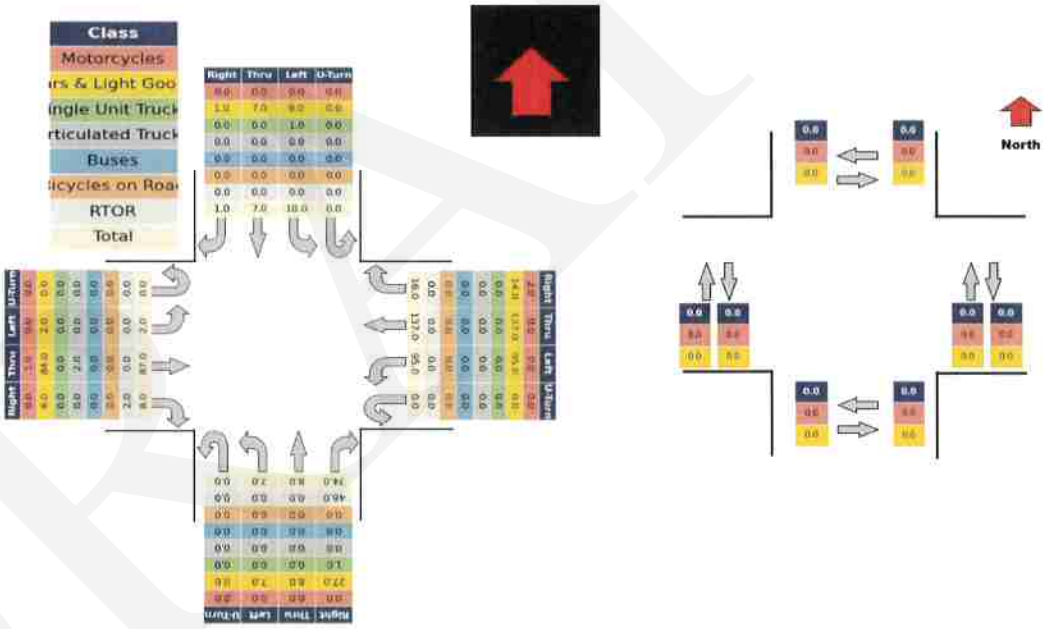


DRAFT

11594-2
42.778296, -74.038518
2023-09-16

TRI-STATE TRAFFIC DATA

PM Peak Turning Movement Data Summary



DRAFT

11594-2
42.778296, -74.038518
2023-09-16

TRI-STATE TRAFFIC DATA

RTOR

Leg	Pengburn Rd						Duanesburg Rd						Pengburn Rd						Duanesburg Rd					
Start Time	U-Turn	Left	Thru	Right	Peds CCW_A	Peds ACW_A	Right	U-Turn	Left	Thru	Peds CCW_B	Peds ACW_B	Thru	Right	U-Turn	Left	Peds CCW_C	Peds ACW_C	Left	Thru	Right	U-Turn	Peds CCW_D	Peds ACW_D
11:00	0.0	0.0	0.0	1.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	12.0	0.0	0.0	0.0	0.0	0.0	0.0	1.0	0.0	0.0	0.0
11:15	0.0	0.0	0.0	2.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	11.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
11:30	0.0	0.0	0.0	0.0	0.0	0.0	0.0	3.0	0.0	0.0	0.0	0.0	0.0	9.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
11:45	0.0	0.0	0.0	0.0	0.0	0.0	1.0	0.0	0.0	0.0	0.0	0.0	0.0	7.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
12:00	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	12.0	0.0	0.0	0.0	0.0	0.0	0.0	1.0	0.0	0.0	0.0
12:15	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	10.0	0.0	0.0	0.0	0.0	0.0	0.0	1.0	0.0	0.0	0.0
12:30	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	9.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
12:45	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	15.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total	0.0	0.0	0.0	3.0	0.0	0.0	1.0	3.0	0.0	0.0	0.0	0.0	0.0	85.0	0.0	0.0	0.0	0.0	0.0	0.0	3.0	0.0	0.0	0.0

DRAFT

11594-2
42.778296, -74.038518
2023-09-16

TRI-STATE TRAFFIC DATA

Total Volume Class Breakdown

Leg	Pengburn Rd							Queensbury Rd							Pengburn Rd							Queensbury Rd							
Start Time	U-Turn	Left	Thru	Right	app Total_A	Peds CCW A	Peds ACW A	Right	U-Turn	Left	Thru	app Total_B	Peds CCW B	Peds ACW B	Thru	Right	U-Turn	Left	app Total_C	Peds CCW C	Peds ACW C	Left	Thru	Right	U-Turn	app Total_D	Peds CCW D	Peds ACW D	Int Total
11:00:00	0	3	7	1	11	0	0	4	0	13	23	40	0	0	1	20	0	2	23	0	0	1	18	4	0	23	0	0	97
11:15:00	0	0	1	2	3	0	0	4	0	14	25	43	0	0	3	15	0	2	20	0	0	1	28	2	0	29	0	0	103
11:30:00	0	2	3	0	5	0	0	3	0	17	27	44	0	0	5	18	0	2	25	0	0	0	28	3	0	31	0	0	103
11:45:00	0	5	5	3	10	0	0	4	0	32	34	70	0	0	4	13	0	3	20	0	0	1	29	1	0	31	0	0	131
12:00:00	0	3	3	0	6	0	0	2	0	21	35	58	0	0	2	18	0	2	22	0	0	1	23	3	0	28	0	0	111
12:15:00	0	2	3	0	5	0	0	4	0	29	36	69	0	0	1	13	0	0	14	0	0	0	17	3	0	20	0	0	108
12:30:00	0	0	3	1	3	0	0	4	0	19	34	57	0	0	0	18	0	2	18	0	0	1	20	0	0	27	0	0	105
12:45:00	0	0	0	0	0	0	0	0	0	20	32	52	0	0	0	27	0	3	30	0	0	0	21	3	0	24	0	0	128
Grand Total	0	20	23	4	53	0	0	26	0	173	246	447	0	0	21	136	0	19	175	0	0	5	194	17	0	211	0	0	886
approach %	0	49	43	7	99	0	0	6	0	38	55	99	0	0	12	78	0	9	99	2	0	2	89	8	0	99	0	0	396
Total %	0	2	2	0	5	0	0	3	0	19	27	50	0	0	2	15	0	1	19	0	0	0	21	1	0	23	0	0	100
Motorcycles	0	0	1	0	1	0	0	2	0	0	4	6	0	0	0	0	0	0	0	0	0	0	11	0	0	11	0	0	18
Motorcycles %	0	0	4	0	1	0	0	7	0	0	1	1	0	0	0	0	0	0	0	0	0	0	5	0	0	5	0	0	2
Cars & Light Goods	0	20	21	1	47	0	0	25	0	171	236	432	0	0	21	52	0	15	88	0	0	5	172	13	0	190	0	0	757
Cars & Light Goods %	0	99	91	25	89	0	0	96	0	99	95	96	0	0	100	37	0	83	50	0	0	100	91	76	0	86	0	0	85
Single Unit Trucks	0	1	1	0	2	0	0	0	0	1	4	5	0	0	0	1	0	1	2	0	0	0	3	1	0	4	0	0	12
Single Unit Trucks %	0	3	4	0	3	0	0	0	0	0	1	1	0	0	0	0	0	6	1	0	0	0	1	5	0	1	0	0	1
Articulated Trucks	0	0	0	0	0	0	0	0	0	1	2	3	0	0	0	0	0	0	0	0	0	0	3	0	0	3	0	0	6
Articulated Trucks %	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1	0	0	0
Buses	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Buses %	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Bicycles on Road	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Bicycles on Road %	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
RTOR	0	0	0	3	3	0	0	1	0	0	0	1	0	0	0	69	0	0	69	0	0	0	0	3	0	3	0	0	82
RTOR %	0	0	0	75	5	0	0	3	0	0	0	0	0	0	0	61	0	0	48	0	0	0	0	17	0	1	0	0	16
Peds	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Peds %	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ped	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ped %	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

DRAFT

11594-2
42.778296, -74.038518
2023-09-16

TRI-STATE TRAFFIC DATA

Forced Peak PM Class Breakdown

Leg	Pangburn Rd							Duanesburg Rd							Pangburn Rd							Duanesburg Rd							
Start Time	U-Turn	Left	Thru	Right	app Total_A	Peds CCW A	Peds ACW A	Right	U-Turn	Left	Thru	app Total_B	Peds CCW B	Peds ACW B	Thru	Right	U-Turn	Left	app Total_C	Peds CCW C	Peds ACW C	Left	Thru	Right	U-Turn	app Total_D	Peds CCW D	Peds ACW D	Int Total
12:00:00	0.0	3.0	2.0	0.0	5.0	0.0	0.0	2.0	0.0	21.0	33.0	56.0	0.0	0.0	2.0	18.0	0.0	2.0	22.0	0.0	0.0	1.0	23.0	2.0	0.0	26.0	0.0	0.0	111.0
12:15:00	0.0	2.0	3.0	0.0	5.0	0.0	0.0	4.0	0.0	29.0	36.0	69.0	0.0	0.0	1.0	13.0	0.0	0.0	14.0	0.0	0.0	0.0	17.0	3.0	0.0	20.0	0.0	0.0	108.0
12:30:00	0.0	0.0	2.0	1.0	3.0	0.0	0.0	4.0	0.0	19.0	34.0	57.0	0.0	0.0	0.0	18.0	0.0	2.0	18.0	0.0	0.0	1.0	26.0	0.0	0.0	27.0	0.0	0.0	105.0
12:45:00	0.0	5.0	0.0	0.0	5.0	0.0	0.0	6.0	0.0	26.0	32.0	64.0	0.0	0.0	5.0	27.0	0.0	3.0	35.0	0.0	0.0	0.0	21.0	3.0	0.0	24.0	0.0	0.0	128.0
Grand Total	0.0	10.0	7.0	1.0	18.0	0.0	0.0	16.0	0.0	95.0	137.0	246.0	0.0	0.0	8.0	76.0	0.0	7.0	89.0	0.0	0.0	2.0	87.0	8.0	0.0	97.0	0.0	0.0	452.0
approach %	0.0	55.6	38.9	5.6	99.9	0.0	0.0	6.5	0.0	38.6	55.6	99.9	0.0	0.0	8.6	83.0	0.0	7.6	99.9	0.0	0.0	2.0	89.6	8.0	0.0	99.9	0.0	0.0	394.9
Total %	0.0	2.21	1.55	0.22	3.98	0.0	0.0	3.54	0.0	21.02	30.31	54.87	0.0	0.0	1.77	16.37	0.0	1.55	19.69	0.0	0.0	0.44	19.25	1.77	0.0	21.46	0.0	0.0	100.0
Motorcycles	0.0	0.0	0.0	0.0	0.0	0.0	0.0	2.0	0.0	0.0	0.0	2.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1.0	0.0	0.0	1.0	0.0	0.0	3.0
Motorcycles %	0.0	0.0	0.0	0.0	0.0	0.0	0.0	12.5	0.0	0.0	0.0	0.81	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1.15	0.0	0.0	1.03	0.0	0.0	0.66
Cars & Light Goods	0.0	9.0	7.0	1.0	17.0	0.0	0.0	14.0	0.0	95.0	137.0	246.0	0.0	0.0	8.0	27.0	0.0	7.0	42.0	0.0	0.0	2.0	84.0	8.0	0.0	92.0	0.0	0.0	397.0
Cars & Light Goods %	0.0	90.0	100.0	100.0	94.44	0.0	0.0	87.5	0.0	100.0	100.0	99.19	0.0	0.0	100.0	36.49	0.0	100.0	47.19	0.0	0.0	100.0	96.55	75.0	0.0	94.85	0.0	0.0	87.83
Single Unit Trucks	0.0	1.0	0.0	0.0	1.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1.0	0.0	0.0	1.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	2.0
Single Unit Trucks %	0.0	10.0	0.0	0.0	5.56	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1.35	0.0	0.0	1.12	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.44
Articulated Trucks	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	2.0	0.0	0.0	2.0	0.0	0.0	2.0
Articulated Trucks %	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	2.3	0.0	0.0	2.06	0.0	0.0	0.44
Buses	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Buses %	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Bicycles on Road	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Bicycles on Road %	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
RTOR	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	46.0	0.0	0.0	46.0	0.0	0.0	0.0	0.0	2.0	0.0	2.0	0.0	0.0	48.0
RTOR %	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	52.19	0.0	0.0	51.69	0.0	0.0	0.0	0.0	25.0	0.0	2.06	0.0	0.0	10.62
Peds	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Peds %	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Ped	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Ped %	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
PHF	0.0	0.5	0.58	0.25	0.9	0.0	0.0	0.67	0.0	0.82	0.95	0.9	0.0	0.0	0.4	0.86	0.0	0.58	0.84	0.0	0.0	0.5	0.84	0.67	0.0	0.9	0.0	0.0	0.88

DRAFT

11594-3
42.787634, -74.010445
2023-09-14

SUMMARY	
Project	VHB
Project Code	11594
Site Name	11594-3
Legs and Movements	All Processed Legs & Movements
Bin Size	15.0
Start Time	07:00
End Time	17:45
Location	11594-3
Latitude and Longitude	42.787634, -74.010445

	START	END	PHF
AM PEAK	2023-09-14 07:00:00	2023-09-14 08:00:00	0.81
PM PEAK	2023-09-14 16:30:00	2023-09-14 17:30:00	0.94

Forced Peak PM	2023-09-14 16:00:00	2023-09-14 17:00:00	0.94



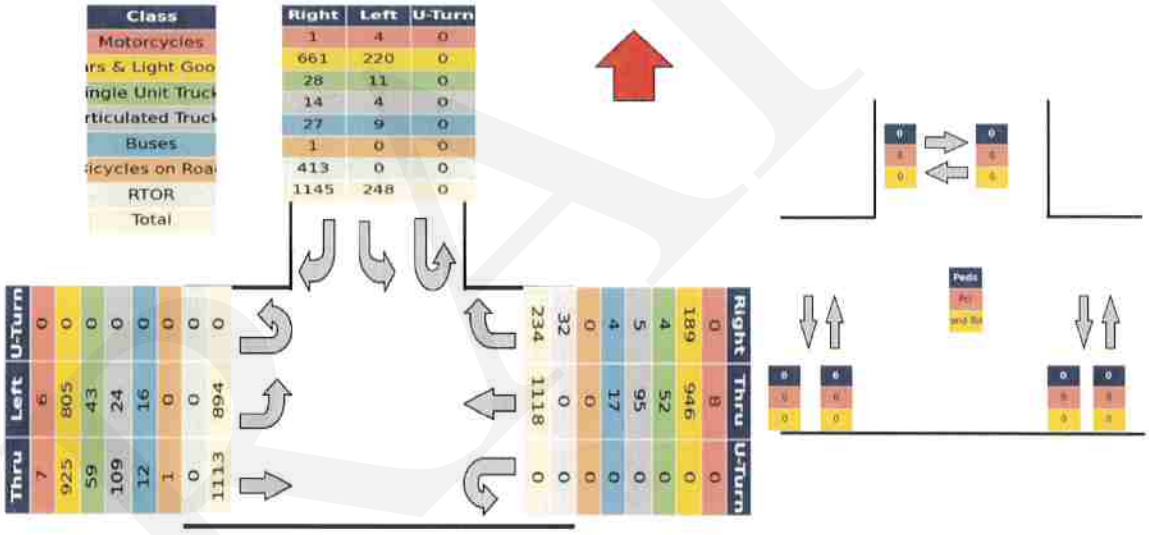
DRAFT

11594-3
42.787634, -74.010445
2023-09-14

TRI-STATE TRAFFIC DATA

Turning Movement Data Plot

Class	Right	Left	U-Turn
Motorcycles	1	4	0
rs & Light Goo	661	220	0
ingle Unit Truck	28	11	0
rticulated Truck	14	4	0
Buses	27	9	0
icycles on Roa	1	0	0
RTOR	413	0	0
Total	1145	248	0

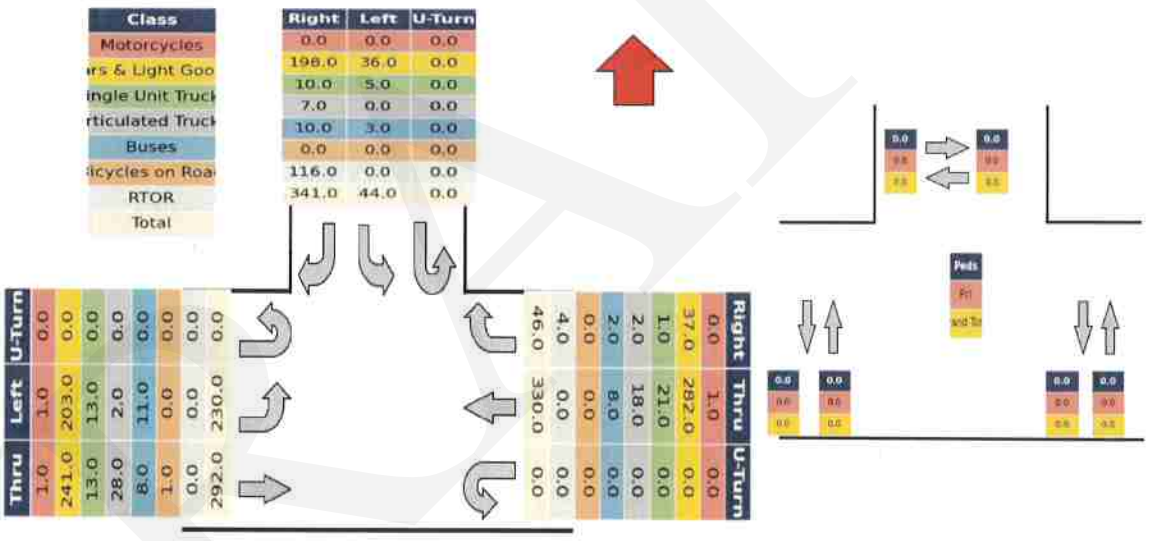

Thru
Left
U-Turn
7
925
59
109
12
1
0
1113
0
0
894
0
0
0

11594-3
42.787634, -74.010445
2023-09-14

TRI-STATE TRAFFIC DATA

AM Peak Turning Movement Data Summary

Class	Right	Left	U-Turn
Motorcycles	0.0	0.0	0.0
rs & Light Goo	196.0	36.0	0.0
ingle Unit Truck	10.0	5.0	0.0
rticulated Truck	7.0	0.0	0.0
Buses	10.0	3.0	0.0
icycles on Roa	0.0	0.0	0.0
RTOR	116.0	0.0	0.0
Total	341.0	44.0	0.0



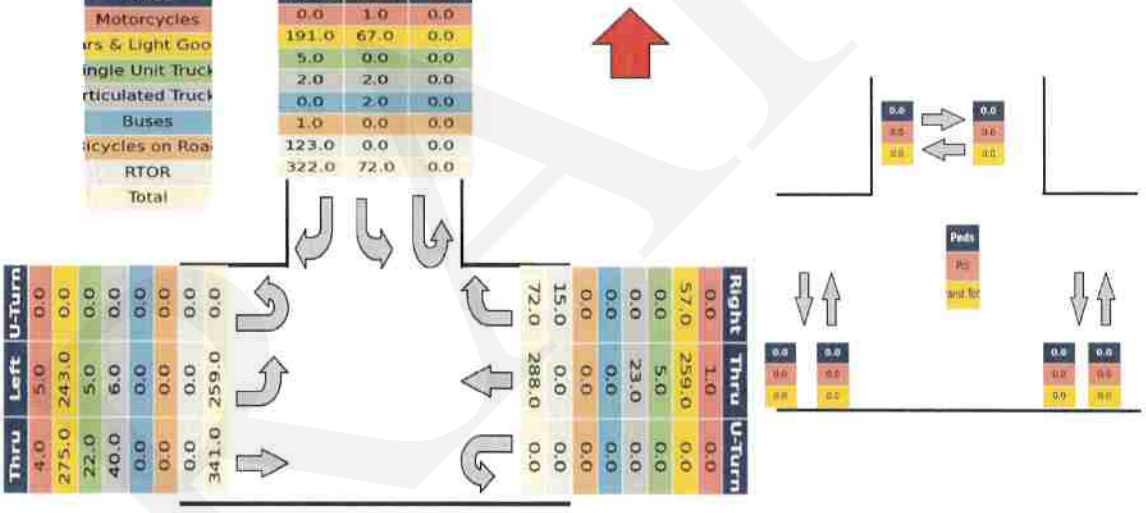
DRAFT

11594-3
42.787634, -74.010445
2023-09-14

TRI-STATE TRAFFIC DATA

PM Peak Turning Movement Data Summary

Class	Right	Left	U-Turn
Motorcycles	0.0	1.0	0.0
rs & Light Goo	191.0	67.0	0.0
ingle Unit Truck	5.0	0.0	0.0
rticulated Truck	2.0	2.0	0.0
Buses	0.0	2.0	0.0
icycles on Roa	1.0	0.0	0.0
RTOR	123.0	0.0	0.0
Total	322.0	72.0	0.0



DRAFT

11594-3
42.787634, -74.010445
2023-09-14

TRI-STATE TRAFFIC DATA

RTOR

Leg	Burdeck St					Duanesburg Rd					Duanesburg Rd				
Start Time	U-Turn	Left	Right	Peds CCW_A	Peds ACW_A	Right	U-Turn	Thru	Peds CCW_B	Peds ACW_B	Left	Thru	U-Turn	Peds CCW_C	Peds ACW_C
07:00	0.0	0.0	23.0	0.0	0.0	2.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
07:15	0.0	0.0	41.0	0.0	0.0	1.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
07:30	0.0	0.0	40.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
07:45	0.0	0.0	12.0	0.0	0.0	1.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
08:00	0.0	0.0	18.0	0.0	0.0	1.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
08:15	0.0	0.0	18.0	0.0	0.0	3.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
08:30	0.0	0.0	17.0	0.0	0.0	1.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
08:45	0.0	0.0	21.0	0.0	0.0	3.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
15:00	0.0	0.0	30.0	0.0	0.0	1.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
15:15	0.0	0.0	29.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
15:30	0.0	0.0	27.0	0.0	0.0	4.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
15:45	0.0	0.0	25.0	0.0	0.0	4.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
17:00	0.0	0.0	34.0	0.0	0.0	3.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
17:15	0.0	0.0	37.0	0.0	0.0	5.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
17:30	0.0	0.0	18.0	0.0	0.0	4.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
17:45	0.0	0.0	22.0	0.0	0.0	1.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total	0.0	0.0	413.0	0.0	0.0	32.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

DRAFT

11594-3
42.787634, -74.010445
2023-09-14

TRI-STATE TRAFFIC DATA

Total Volume Class Breakdown

Leg	Burdock St						Duanesburg Rd						Duanesburg Rd					
Start Time	U-Turn	Left	Right	app Total_A	Peds CCW A	Peds ACW A	Right	U-Turn	Thru	app Total_B	Peds CCW B	Peds ACW B	Left	Thru	U-Turn	app Total_C	Peds CCW C	Peds ACW C	Int Total
07:00:00	0	13	78	91	0	0	11	0	77	88	0	0	41	44	0	85	0	0	264
07:15:00	0	15	133	148	0	0	7	0	117	124	0	0	54	72	0	126	0	0	398
07:30:00	0	8	80	88	0	0	14	0	82	96	0	0	99	103	0	152	0	0	336
07:45:00	0	9	50	59	0	0	14	0	84	98	0	0	55	74	0	129	0	0	255
08:00:00	0	9	39	48	0	0	11	0	46	57	0	0	51	54	0	105	0	0	210
08:15:00	0	18	81	77	0	0	12	0	38	50	0	0	35	58	0	93	0	0	220
08:30:00	0	14	51	65	0	0	10	0	30	40	0	0	49	45	0	94	0	0	208
08:45:00	0	9	58	67	0	0	15	0	55	70	0	0	52	51	0	103	0	0	240
16:00:00	0	31	80	111	0	0	14	0	110	124	0	0	58	60	0	118	0	0	354
16:15:00	0	15	64	79	0	0	20	0	88	108	0	0	61	77	0	138	0	0	325
16:30:00	0	17	81	108	0	0	18	0	58	76	0	0	67	81	0	148	0	0	331
16:45:00	0	22	71	93	0	0	22	0	67	89	0	0	51	93	0	144	0	0	326
17:00:00	0	17	72	89	0	0	17	0	90	107	0	0	75	86	0	161	0	0	358
17:15:00	0	16	88	104	0	0	17	0	72	89	0	0	66	79	0	145	0	0	338
17:30:00	0	15	67	82	0	0	20	0	67	87	0	0	47	63	0	110	0	0	279
17:45:00	0	24	81	85	0	0	14	0	59	73	0	0	54	69	0	123	0	0	281
Grand Total	0	248	1145	1393	0	0	234	0	1118	1352	0	0	894	1113	0	2007	0	0	4752
approach %	0	17	82	98	0	0	17	0	82	99	0	0	44	55	0	99	0	0	297
Total %	0	5	24	29	0	0	4	0	23	28	0	0	19	23	0	42	0	0	100
Motorcycles	0	4	1	5	0	0	0	0	8	8	0	0	6	7	0	13	0	0	26
Motorcycles %	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cars & Light Goods	0	220	661	881	0	0	189	0	948	1137	0	0	603	835	0	1730	0	0	3748
Cars & Light Goods %	0	88	57	63	0	0	80	0	84	83	0	0	90	83	0	86	0	0	79
Single Unit Trucks	0	11	28	39	0	0	4	0	62	66	0	0	43	59	0	102	0	0	197
Single Unit Trucks %	0	4	2	3	0	0	1	0	4	4	0	0	4	5	0	5	0	0	4
Articulated Trucks	0	4	14	18	0	0	5	0	95	100	0	0	24	109	0	133	0	0	251
Articulated Trucks %	0	1	1	1	0	0	2	0	8	7	0	0	2	9	0	6	0	0	5
Buses	0	9	27	36	0	0	4	0	17	21	0	0	16	12	0	28	0	0	85
Buses %	0	3	2	2	0	0	1	0	1	1	0	0	1	1	0	1	0	0	1
Bicycles on Road	0	0	1	1	0	0	0	0	0	0	0	0	0	1	0	1	0	0	2
Bicycles on Road %	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
RTOR	0	0	413	413	0	0	32	0	0	32	0	0	0	0	0	0	0	0	445
RTOR %	0	0	36	29	0	0	13	0	0	2	0	0	0	0	0	0	0	0	9
Peds	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Peds %	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Pct	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Pct %	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

DRAFT

11594-3
42.787634, -74.010445
2023-09-14

TRI-STATE TRAFFIC DATA

Peak AM Class Breakdown

Leg	Burdeck St						Duanesburg Rd						Duanesburg Rd						
Start Time	U-Turn	Left	Right	app Total_A	Peds CCW A	Peds ACW A	Right	U-Turn	Thru	app Total_B	Peds CCW B	Peds ACW B	Left	Thru	U-Turn	app Total_C	Peds CCW C	Peds ACW C	Int Total
07:00:00	0.0	13.0	78.0	91.0	0.0	0.0	11.0	0.0	77.0	88.0	0.0	0.0	41.0	44.0	0.0	85.0	0.0	0.0	264.0
07:15:00	0.0	15.0	133.0	148.0	0.0	0.0	7.0	0.0	117.0	124.0	0.0	0.0	54.0	72.0	0.0	126.0	0.0	0.0	398.0
07:30:00	0.0	0.0	86.0	86.0	0.0	0.0	14.0	0.0	82.0	96.0	0.0	0.0	80.0	102.0	0.0	182.0	0.0	0.0	364.0
07:45:00	0.0	0.0	50.0	50.0	0.0	0.0	14.0	0.0	54.0	68.0	0.0	0.0	55.0	74.0	0.0	129.0	0.0	0.0	255.0
Grand Total	0.0	44.0	341.0	385.0	0.0	0.0	46.0	0.0	330.0	376.0	0.0	0.0	230.0	292.0	0.0	522.0	0.0	0.0	1283.0
approach %	0.0	11.0	88.0	89.8	0.0	0.0	12.0	0.0	87.0	89.0	0.0	0.0	44.0	55.0	0.0	89.0	0.0	0.0	297.0
Total %	0.0	3.42	26.58	30.01	0.0	0.0	3.59	0.0	25.72	29.31	0.0	0.0	17.93	22.78	0.0	40.69	0.0	0.0	100.0
Motorcycles	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1.0	1.0	0.0	0.0	1.0	1.0	0.0	2.0	0.0	0.0	3.0
Motorcycles %	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.3	0.27	0.0	0.0	0.43	0.34	0.0	0.38	0.0	0.0	0.23
Cars & Light Goods	0.0	36.0	198.0	234.0	0.0	0.0	37.0	0.0	282.0	319.0	0.0	0.0	203.0	241.0	0.0	444.0	0.0	0.0	997.0
Cars & Light Goods %	0.0	81.82	58.06	60.78	0.0	0.0	80.43	0.0	85.45	84.84	0.0	0.0	88.26	82.53	0.0	85.06	0.0	0.0	77.71
Single Unit Trucks	0.0	5.0	10.0	15.0	0.0	0.0	1.0	0.0	21.0	22.0	0.0	0.0	13.0	13.0	0.0	26.0	0.0	0.0	63.0
Single Unit Trucks %	0.0	11.36	2.93	3.9	0.0	0.0	2.17	0.0	6.36	5.85	0.0	0.0	5.65	4.45	0.0	4.98	0.0	0.0	4.91
Articulated Trucks	0.0	0.0	7.0	7.0	0.0	0.0	2.0	0.0	18.0	20.0	0.0	0.0	2.0	28.0	0.0	30.0	0.0	0.0	57.0
Articulated Trucks %	0.0	0.0	2.05	1.82	0.0	0.0	4.35	0.0	5.45	5.32	0.0	0.0	0.87	9.59	0.0	5.75	0.0	0.0	4.44
Buses	0.0	3.0	10.0	13.0	0.0	0.0	2.0	0.0	8.0	10.0	0.0	0.0	11.0	8.0	0.0	19.0	0.0	0.0	42.0
Buses %	0.0	6.82	2.93	3.38	0.0	0.0	4.35	0.0	2.42	2.66	0.0	0.0	4.78	2.74	0.0	3.64	0.0	0.0	3.27
Bicycles on Road	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1.0	0.0	1.0	0.0	0.0	1.0
Bicycles on Road %	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.34	0.0	0.19	0.0	0.0	0.08
RTOR	0.0	0.0	116.0	116.0	0.0	0.0	4.0	0.0	0.0	4.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	120.0
RTOR %	0.0	0.0	34.03	30.13	0.0	0.0	8.7	0.0	0.0	1.06	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	9.35
Peds	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Peds %	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Pcl	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Pcl %	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
PHF	0.0	0.73	0.84	0.85	0.0	0.0	0.82	0.0	0.71	0.76	0.0	0.0	0.72	0.72	0.0	0.72	0.0	0.0	0.81

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11594-3
42.787634, -74.010445
2023-09-14

TRI-STATE TRAFFIC DATA

Forced Peak PM Class Breakdown

Leg	Burdock St						Duanesburg Rd						Duanesburg Rd						
Start Time	U-Turn	Left	Right	app Total_A	Peds CCW A	Peds ACW A	Right	U-Turn	Thru	app Total_B	Peds CCW B	Peds ACW B	Left	Thru	U-Turn	app Total_C	Peds CCW C	Peds ACW C	Int Total
16:00:00	0.0	31.0	80.0	111.0	0.0	0.0	14.0	0.0	110.0	134.0	0.0	0.0	56.0	63.0	0.0	119.0	0.0	0.0	364.0
16:15:00	0.0	15.0	64.0	79.0	0.0	0.0	20.0	0.0	86.0	106.0	0.0	0.0	81.0	77.0	0.0	158.0	0.0	0.0	323.0
16:30:00	0.0	17.0	91.0	108.0	0.0	0.0	19.0	0.0	99.0	75.0	0.0	0.0	87.0	61.0	0.0	148.0	0.0	0.0	331.0
16:45:00	0.0	22.0	71.0	93.0	0.0	0.0	33.0	0.0	87.0	89.0	0.0	0.0	91.0	93.0	0.0	144.0	0.0	0.0	326.0
Grand Total	0.0	85.0	306.0	391.0	0.0	0.0	72.0	0.0	322.0	394.0	0.0	0.0	235.0	314.0	0.0	549.0	0.0	0.0	1334.0
approach %	0.0	21.0	78.0	29.0	0.0	0.0	18.0	0.0	81.0	29.0	0.0	0.0	42.0	57.0	0.0	29.0	0.0	0.0	29.0
Total %	0.0	6.37	22.94	29.31	0.0	0.0	5.4	0.0	24.14	29.54	0.0	0.0	17.62	23.54	0.0	41.15	0.0	0.0	100.0
Motorcycles	0.0	1.0	1.0	2.0	0.0	0.0	0.0	0.0	1.0	1.0	0.0	0.0	2.0	1.0	0.0	3.0	0.0	0.0	6.0
Motorcycles %	0.0	1.18	0.33	0.51	0.0	0.0	0.0	0.0	0.31	0.25	0.0	0.0	0.85	0.32	0.0	0.55	0.0	0.0	0.45
Cars & Light Goods	0.0	79.0	183.0	262.0	0.0	0.0	61.0	0.0	291.0	352.0	0.0	0.0	222.0	266.0	0.0	488.0	0.0	0.0	1102.0
Cars & Light Goods %	0.0	92.94	59.8	67.01	0.0	0.0	84.72	0.0	90.37	89.34	0.0	0.0	94.47	84.71	0.0	88.89	0.0	0.0	82.61
Single Unit Trucks	0.0	0.0	5.0	5.0	0.0	0.0	0.0	0.0	6.0	6.0	0.0	0.0	5.0	17.0	0.0	22.0	0.0	0.0	33.0
Single Unit Trucks %	0.0	0.0	1.63	1.28	0.0	0.0	0.0	0.0	1.86	1.52	0.0	0.0	2.13	5.41	0.0	4.01	0.0	0.0	2.47
Articulated Trucks	0.0	3.0	3.0	6.0	0.0	0.0	2.0	0.0	23.0	24.0	0.0	0.0	6.0	30.0	0.0	35.5	0.0	0.0	65.0
Articulated Trucks %	0.0	3.53	0.98	1.53	0.0	0.0	2.78	0.0	6.93	6.09	0.0	0.0	2.13	9.55	0.0	6.38	0.0	0.0	4.87
Buses	0.0	2.0	3.0	5.0	0.0	0.0	0.0	0.0	2.0	2.0	0.0	0.0	1.0	0.0	0.0	1.0	0.0	0.0	8.0
Buses %	0.0	2.35	0.65	1.28	0.0	0.0	0.0	0.0	0.62	0.51	0.0	0.0	0.43	0.0	0.0	0.18	0.0	0.0	0.6
Bicycles on Road	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Bicycles on Road %	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
RTOR	0.0	0.0	111.0	111.0	0.0	0.0	9.0	0.0	0.0	9.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	120.0
RTOR %	0.0	0.0	36.27	28.39	0.0	0.0	12.5	0.0	0.0	2.28	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	9.0
Peds	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Peds %	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Pcl	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Pcl %	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
PHF	0.0	0.69	0.84	0.88	0.0	0.0	0.82	0.0	0.73	0.79	0.0	0.0	0.88	0.84	0.0	0.93	0.0	0.0	0.94

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11594-3
42.787634, -74.010445
2023-09-16

TRI-STATE TRAFFIC DATA

SUMMARY	
Project	VHB
Project Code	11594
Site Name	11594-3
Legs and Movements	All Processed Legs & Movements
Bin Size	15.0
Start Time	11:00
End Time	12:45
Location	11594-3
Latitude and Longitude	42.787634, -74.010445

	START	END	PHF
AM PEAK	2023-09-16 11:00:00	2023-09-16 12:00:00	0.95
PM PEAK	2023-09-16 12:00:00	2023-09-16 13:00:00	0.8

Forced Peak PM	2023-09-16 12:00:00	2023-09-16 13:00:00	0.8



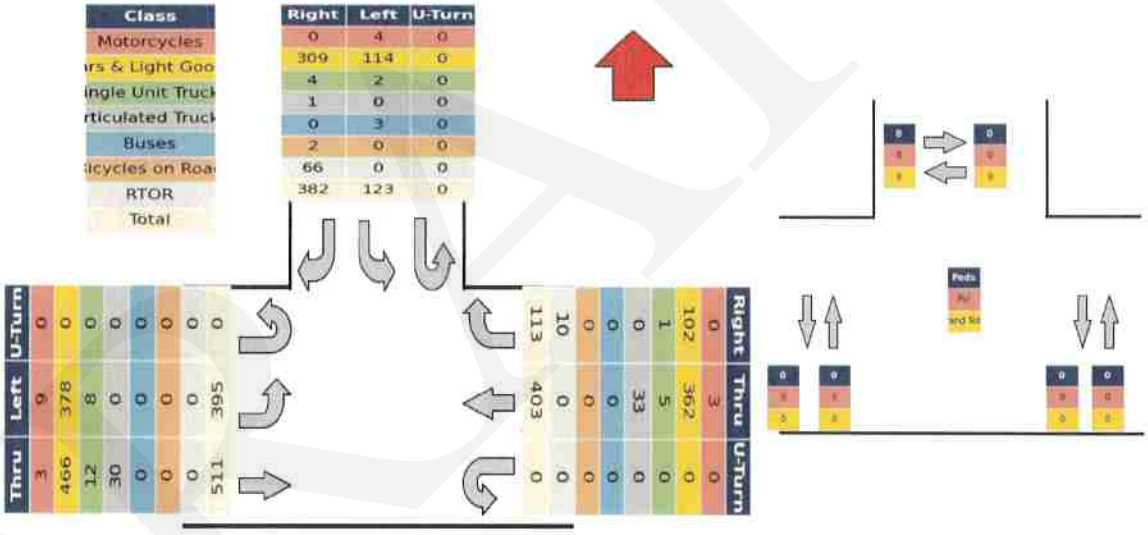
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11594-3
42.787634, -74.010445
2023-09-16

TRI-STATE TRAFFIC DATA

Turning Movement Data Plot

Class	Right	Left	U-Turn
Motorcycles	0	4	0
rs & Light Goo	309	114	0
ingle Unit Truck	4	2	0
rticulated Truck	1	0	0
Buses	0	3	0
icycles on Roa	2	0	0
RTOR	66	0	0
Total	382	123	0



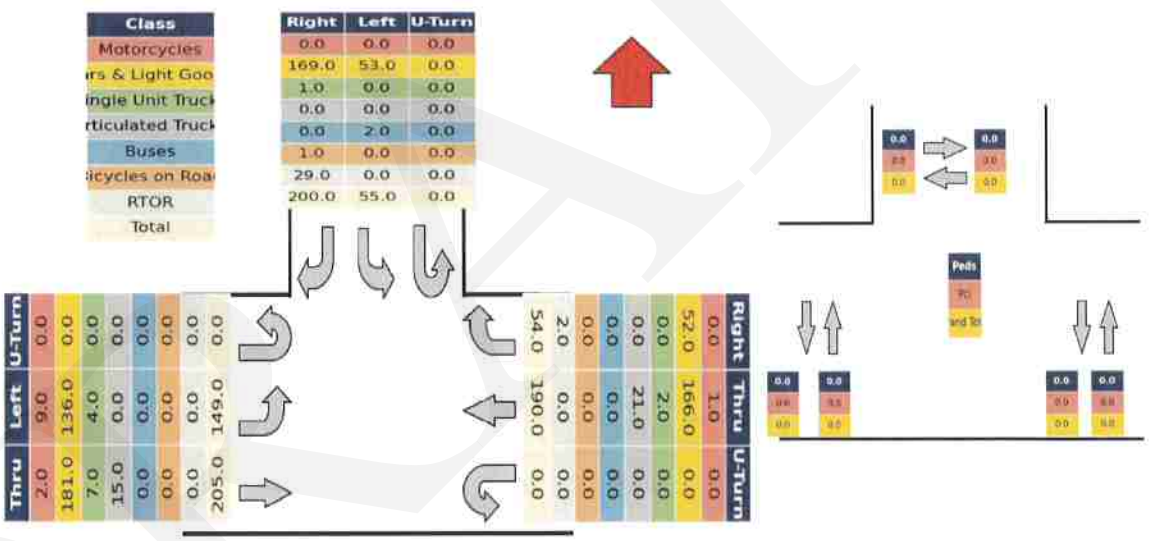
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11594-3
42.787634, -74.010445
2023-09-16

TRI-STATE TRAFFIC DATA

AM Peak Turning Movement Data Summary

Class	Right	Left	U-Turn
Motorcycles	0.0	0.0	0.0
rs & Light Goo	169.0	53.0	0.0
ingle Unit Truck	1.0	0.0	0.0
rticulated Truck	0.0	0.0	0.0
Buses	0.0	2.0	0.0
icycles on Roa	1.0	0.0	0.0
RTOR	29.0	0.0	0.0
Total	200.0	55.0	0.0

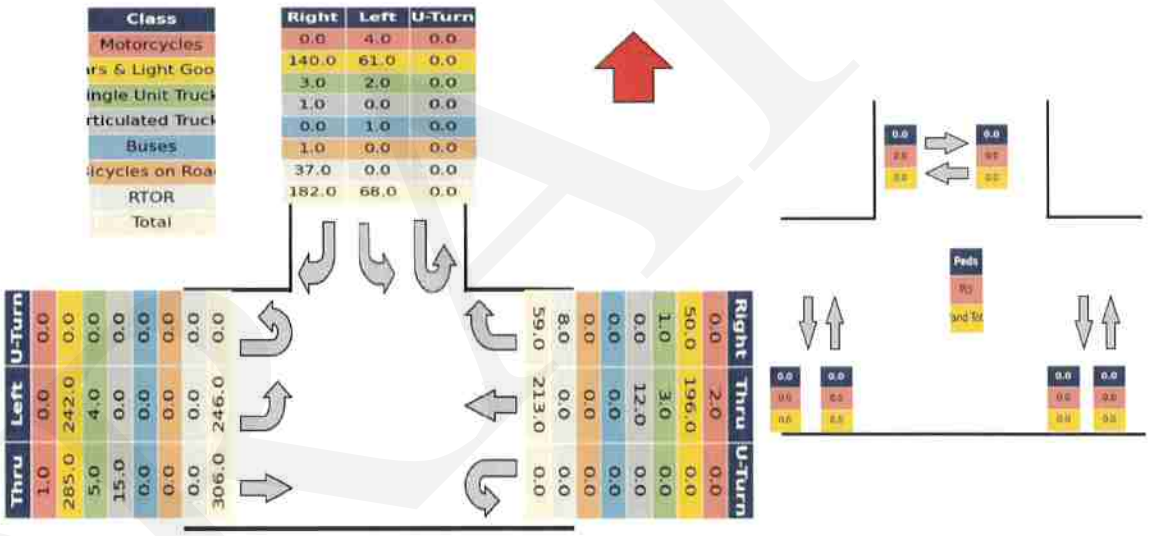


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11594-3
42.787634, -74.010445
2023-09-16

TRI-STATE TRAFFIC DATA

PM Peak Turning Movement Data Summary



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11594-3
42.787634, -74.010445
2023-09-16

TRI-STATE TRAFFIC DATA

Forced Peak PM Class Breakdown

Leg	Burdock St						Duanesburg Rd						Duanesburg Rd						
Start Time	U-Turn	Left	Right	app Total_A	Peds CCW A	Peds ACW A	Right	U-Turn	Thru	app Total_B	Peds CCW B	Peds ACW B	Left	Thru	U-Turn	app Total_C	Peds CCW C	Peds ACW C	Int Total
12:00:00	0.0	22.0	52.0	74.0	0.0	0.0	15.0	0.0	59.0	74.0	0.0	0.0	47.0	50.0	0.0	97.0	0.0	0.0	345.0
12:15:00	0.0	10.0	38.0	48.0	0.0	0.0	15.0	0.0	54.0	69.0	0.0	0.0	87.0	132.0	0.0	219.0	0.0	0.0	334.0
12:30:00	0.0	21.0	51.0	72.0	0.0	0.0	30.0	0.0	42.0	72.0	0.0	0.0	57.0	84.0	0.0	141.0	0.0	0.0	279.0
12:45:00	0.0	15.0	43.0	58.0	0.0	0.0	9.0	0.0	58.0	67.0	0.0	0.0	55.0	40.0	0.0	95.0	0.0	0.0	220.0
Grand Total	0.0	68.0	182.0	250.0	0.0	0.0	68.0	0.0	213.0	272.0	0.0	0.0	246.0	306.0	0.0	552.0	0.0	0.0	1074.0
approach %	0.0	27.2	72.8	89.0	0.0	0.0	21.0	0.0	79.0	99.0	0.0	0.0	44.6	55.4	0.0	99.8	0.0	0.0	297.8
Total %	0.0	6.33	16.95	23.28	0.0	0.0	6.49	0.0	19.83	25.33	0.0	0.0	22.91	28.49	0.0	51.4	0.0	0.0	100.0
Motorcycles	0.0	4.0	0.0	4.0	0.0	0.0	0.0	0.0	3.0	3.0	0.0	0.0	0.0	1.0	0.0	1.0	0.0	0.0	7.0
Motorcycles %	0.0	5.88	0.0	1.6	0.0	0.0	0.0	0.0	0.94	1.74	0.0	0.0	0.0	0.33	0.0	0.18	0.0	0.0	0.65
Cars & Light Goods	0.0	61.0	140.0	201.0	0.0	0.0	50.0	0.0	196.0	246.0	0.0	0.0	242.0	285.0	0.0	527.0	0.0	0.0	974.0
Cars & Light Goods %	0.0	89.71	76.92	80.4	0.0	0.0	84.75	0.0	92.02	90.44	0.0	0.0	98.37	93.14	0.0	95.47	0.0	0.0	90.69
Single Unit Trucks	0.0	2.0	3.0	5.0	0.0	0.0	1.0	0.0	3.0	4.0	0.0	0.0	4.0	5.0	0.0	9.0	0.0	0.0	18.0
Single Unit Trucks %	0.0	2.94	1.65	2.0	0.0	0.0	1.89	0.0	1.41	1.47	0.0	0.0	1.63	1.63	0.0	1.63	0.0	0.0	1.68
Articulated Trucks	0.0	0.0	1.0	1.0	0.0	0.0	0.0	0.0	13.0	13.0	0.0	0.0	0.0	15.0	0.0	15.0	0.0	0.0	28.0
Articulated Trucks %	0.0	0.0	0.55	0.4	0.0	0.0	0.0	0.0	6.63	4.41	0.0	0.0	0.0	4.9	0.0	2.72	0.0	0.0	2.61
Buses	0.0	1.0	0.0	1.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1.0
Buses %	0.0	1.47	0.0	0.4	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.09
Bicycles on Road	0.0	0.0	1.0	1.0	0.0	0.0	0.0	0.5	0.0	1.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1.0
Bicycles on Road %	0.0	0.0	0.55	0.4	0.0	0.0	0.0	0.9	0.0	0.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.09
RTOR	0.0	0.0	37.0	37.0	0.0	0.0	8.0	0.0	0.0	8.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	45.0
RTOR %	0.0	0.0	20.33	14.8	0.0	0.0	11.94	0.0	0.0	2.94	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	4.19
Peds	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Peds %	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
PoI	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
PoI %	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
PHF	0.0	0.77	0.88	0.84	0.0	0.0	0.74	0.0	0.8	0.82	0.0	0.0	0.71	0.58	0.0	0.83	0.0	0.0	0.8

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Attachment C – LOS Definitions

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Level of Service Definitions

Signal Controlled Intersections

The evaluation criteria used to analyze signalized intersections is based on the procedures set forth in the latest version of the *Highway Capacity Manual* (HCM)[1].

The level of service (LOS) of a signalized intersection can be characterized for the entire intersection, each intersection approach, and each lane group. Control delay alone is used to characterize LOS for the entire intersection or an approach. Control delay and volume-to-capacity ratio are used to characterize LOS for a lane group. Delay quantifies the increase in travel time due to traffic signal control. It is also a measure of driver discomfort and fuel consumption. The volume-to-capacity ratio quantifies the degree to which a phase's capacity is utilized by a lane group.

The levels of service range between level of service A (relatively congestion-free) and level of service F (congested).

Level of service A – This level is typically assigned when the volume-to-capacity ratio is low and either progression is exceptionally favorable or the cycle length is very short. If LOS A is the result of favorable progression, most vehicles arrive during the green indication and travel through the intersection without stopping.

Level of service B – This level is typically assigned when the volume-to-capacity ratio is low and either progression is highly favorable or the cycle length is short. More vehicles stop than with LOS A.

Level of service C – This level is typically assigned when progression is favorable or the cycle length is moderate. Individual *cycle failures* (i.e., one or more queued vehicles are not able to depart as a result of insufficient capacity during the cycle) may begin to appear at this level. The number of vehicles stopping is significant, although many vehicles still pass through the intersection without stopping.

Level of service D – This level is typically assigned when the volume-to-capacity ratio is high and either progression is ineffective, or the cycle length is long. Many vehicles stop and individual cycle failures are noticeable.

Level of service E - This level is typically assigned when the volume-to-capacity ratio is high, progression is unfavorable, and the cycle length is long. Individual cycle failures are frequent.

[1] Highway Capacity Manual, 6th Edition, Transportation Research Board, Washington D.C., 2016.

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Level of Service F - This level is typically assigned when the volume-to-capacity ratio is very high, progression is very poor, and the cycle length is long. Most cycles fail to clear the queue.

A lane group can incur a delay less than 80 s/veh when the volume-to-capacity ratio exceeds 1.0. This condition typically occurs when the cycle length is short, the signal progression is favorable, or both. As a result, both the delay and volume-to-capacity ratio are considered when lane group LOS is established. A ratio of 1.0 or more indicates cycle capacity is fully utilized and represents failure from a capacity perspective (just as delay in excess of 80 s/veh represents failure from a delay perspective).

The following lists the LOS thresholds established for motorized vehicle mode at a signalized intersection.

CONTROL DELAY (s/veh)	LOS by Volume-to-Capacity Ratio[a]	
	≤1.0	≥1.0
≤10	A	F
>10-20	B	F
>20-35	C	F
>35-55	D	F
>55-80	E	F
>80	F	F

[a] For approach-based and intersection wide assessments, LOS is defined solely by control delay.

Two Way Stop Controlled Intersections

The evaluation criteria used to analyze Two-Way Stop Controlled (TWSC) intersections is based on the procedures set forth in the latest version of the *Highway Capacity Manual* (HCM)[1].

Level of service (LOS) for a TWSC intersection is determined by the computed or measured control delay. For motor vehicles, LOS is determined for each minor street movement (or shared movement), as well as the major -street left turns, by using the criteria given in the Table below. LOS is not defined for the intersection as a whole or for major-street approaches for three primary reasons: (a) major-street through vehicles are assumed to experience zero delay; (b) the disproportionate number of major-street through vehicles at a typical TWSC intersection skews the weighted average of all movements, resulting in a very low overall average delay for all vehicles; and (c) the resulting low delay can mask LOS deficiencies for minor movements. LOS F is assigned to a movement if its volume-to-capacity ratio exceeds 1.0, regardless of the control delay.

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The LOS criteria for TWSC intersections differ somewhat from the criteria for signalized intersections, primarily because user perceptions differ among transportation facility types. The expectation is that a signalized intersection is designed to carry higher traffic volumes and will present greater delay than an unsignalized intersection. Unsignalized intersections are also associated with more uncertainty for users, as delays are less predictable than they are at signals.

The levels of service range between level of service A (relatively congestion-free) and level of service F (very congested).

The following thresholds are used to determine TWSC levels of service:

CONTROL DELAY (s/veh)	LOS by Volume-to-Capacity Ratio[a]	
	v/c≤1.0	v/c≥1.0
≤10	A	F
>10-15	B	F
>15-25	C	F
>25-35	D	F
>35-50	E	F
>50	F	F

[a] The LOS criteria apply to each lane on a given approach and to each approach on the minor street. LOS is not calculated for major-street approaches or for the intersection as a whole.

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Attachment D – Capacity Analysis Worksheets

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1: Becker Road & Duanesburg Road
HCM 6th Signalized Intersection Summary

2023 Existing
AM Peak Hour

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	229	229	1	17	160	348	1	58	60	275	7	116
Future Volume (veh/h)	229	229	1	17	160	348	1	58	60	275	7	116
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1806	1826	1900	1884	1826	1767	1976	1976	1930	1752	1900	1663
Adj Flow Rate, veh/h	257	257	1	19	180	0	1	65	30	309	8	0
Peak Hour Factor	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89
Percent Heavy Veh, %	11	5	0	6	5	9	0	0	3	10	0	16
Cap, veh/h	333	965	4	407	462		62	385	176	528	11	
Arrive On Green	0.19	0.53	0.53	0.25	0.25	0.00	0.30	0.30	0.30	0.30	0.30	0.00
Sat Flow, veh/h	1720	1818	7	1129	1826	1497	3	1282	584	1357	35	1409
Grp Volume(v), veh/h	257	0	258	19	180	0	96	0	0	317	0	0
Grp Sat Flow(s),veh/h/ln	1720	0	1825	1129	1826	1497	1870	0	0	1392	0	1409
Q Serve(g_s), s	8.4	0.0	4.6	0.8	4.8	0.0	0.0	0.0	0.0	9.7	0.0	0.0
Cycle Q Clear(g_c), s	8.4	0.0	4.6	0.8	4.8	0.0	2.2	0.0	0.0	11.9	0.0	0.0
Prop In Lane	1.00		0.00	1.00		1.00	0.01		0.31	0.97		1.00
Lane Grp Cap(c), veh/h	333	0	969	407	462		623	0	0	538	0	
V/C Ratio(X)	0.77	0.00	0.27	0.05	0.39		0.15	0.00	0.00	0.59	0.00	
Avail Cap(c_a), veh/h	1160	0	1230	883	1231		1320	0	0	1260	0	
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	1.00	0.00	1.00	0.00	0.00	1.00	0.00	0.00
Uniform Delay (d), s/veh	22.7	0.0	7.6	16.8	18.4	0.0	15.3	0.0	0.0	18.4	0.0	0.0
Incr Delay (d2), s/veh	5.3	0.0	0.2	0.1	0.8	0.0	0.0	0.0	0.0	2.2	0.0	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	3.5	0.0	1.4	0.2	1.9	0.0	0.9	0.0	0.0	3.5	0.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	28.0	0.0	7.8	16.9	19.1	0.0	15.3	0.0	0.0	20.6	0.0	0.0
LnGrp LOS	C	A	A	B	B		B	A	A	C	A	
Approach Vol, veh/h		515			199			96			317	
Approach Delay, s/veh		17.9			18.9			15.3			20.6	
Approach LOS		B			B			B			C	
Timer - Assigned Phs		2		4	5	6		8				
Phs Duration (G+Y+Rc), s		36.5		22.8	16.5	20.0		22.8				
Change Period (Y+Rc), s		5.0		5.0	5.0	5.0		5.0				
Max Green Setting (Gmax), s		40.0		50.0	40.0	40.0		40.0				
Max Q Clear Time (g_c+I1), s		6.6		13.9	10.4	6.8		4.2				
Green Ext Time (p_c), s		2.1		3.9	1.3	1.5		0.3				

Intersection Summary	
HCM 6th Ctrl Delay	18.6
HCM 6th LOS	B

Notes

Unsignalized Delay for [WBR, SBR] is excluded from calculations of the approach delay and intersection delay.

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2: Pangburn Road & Duanesburg Road
HCM 6th Signalized Intersection Summary

2023 Existing
AM Peak Hour

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔			↔			↔			↔	
Traffic Volume (veh/h)	2	173	11	68	88	19	8	8	130	42	12	3
Future Volume (veh/h)	2	173	11	68	88	19	8	8	130	42	12	3
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1900	1856	1900	1841	1737	1826	1530	1900	1870	1870	1900	1900
Adj Flow Rate, veh/h	2	194	9	76	99	19	9	9	93	47	13	2
Peak Hour Factor	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89
Percent Heavy Veh, %	0	3	0	4	11	5	25	0	2	2	0	0
Cap, veh/h	119	853	39	374	427	69	137	22	171	342	60	7
Arrive On Green	0.49	0.49	0.49	0.49	0.49	0.49	0.13	0.13	0.13	0.13	0.13	0.13
Sat Flow, veh/h	4	1755	81	435	878	143	88	175	1362	1096	482	53
Grp Volume(v), veh/h	205	0	0	194	0	0	111	0	0	62	0	0
Grp Sat Flow(s),veh/h/ln	1839	0	0	1456	0	0	1625	0	0	1631	0	0
Q Serve(g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.7	0.0	0.0	0.0	0.0	0.0
Cycle Q Clear(g_c), s	2.0	0.0	0.0	2.0	0.0	0.0	2.0	0.0	0.0	0.9	0.0	0.0
Prop In Lane	0.01		0.04	0.39		0.10	0.08		0.84	0.76		0.03
Lane Grp Cap(c), veh/h	1012	0	0	870	0	0	330	0	0	409	0	0
V/C Ratio(X)	0.20	0.00	0.00	0.22	0.00	0.00	0.34	0.00	0.00	0.15	0.00	0.00
Avail Cap(c_a), veh/h	2793	0	0	2224	0	0	1434	0	0	1377	0	0
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	0.00	1.00	0.00	0.00	1.00	0.00	0.00	1.00	0.00	0.00
Uniform Delay (d), s/veh	4.6	0.0	0.0	4.6	0.0	0.0	12.7	0.0	0.0	12.2	0.0	0.0
Incr Delay (d2), s/veh	0.1	0.0	0.0	0.2	0.0	0.0	0.2	0.0	0.0	0.1	0.0	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.1	0.0	0.0	0.1	0.0	0.0	0.5	0.0	0.0	0.3	0.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	4.7	0.0	0.0	4.8	0.0	0.0	12.9	0.0	0.0	12.3	0.0	0.0
LnGrp LOS	A	A	A	A	A	A	B	A	A	B	A	A
Approach Vol, veh/h		205			194			111			62	
Approach Delay, s/veh		4.7			4.8			12.9			12.3	
Approach LOS		A			A			B			B	
Timer - Assigned Phs		2		4		6		8				
Phs Duration (G+Y+Rc), s		21.0		9.9		21.0		9.9				
Change Period (Y+Rc), s		6.0		6.0		6.0		6.0				
Max Green Setting (Gmax), s		45.0		25.0		45.0		25.0				
Max Q Clear Time (g_c+I1), s		4.0		2.9		4.0		4.0				
Green Ext Time (p_c), s		1.5		0.1		1.6		0.3				
Intersection Summary												
HCM 6th Ctrl Delay			7.1									
HCM 6th LOS			A									

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3: Duanesburg Road & Burdeck Street
HCM 6th Signalized Intersection Summary

2023 Existing
AM Peak Hour

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Volume (veh/h)	230	292	330	46	44	341
Future Volume (veh/h)	230	292	330	46	44	341
Initial Q (Qb), veh	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00			1.00	1.00	1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No	No		No	
Adj Sat Flow, veh/h/ln	1811	1722	1781	1767	1796	1826
Adj Flow Rate, veh/h	284	360	407	52	54	278
Peak Hour Factor	0.81	0.81	0.81	0.81	0.81	0.81
Percent Heavy Veh, %	6	12	8	9	7	5
Cap, veh/h	526	1139	686	88	200	347
Arrive On Green	0.11	0.66	0.44	0.44	0.12	0.12
Sat Flow, veh/h	1725	1722	1548	198	1711	1547
Grp Volume(v), veh/h	284	360	0	459	54	278
Grp Sat Flow(s),veh/h/ln	1725	1722	0	1746	1711	1547
Q Serve(g_s), s	0.0	4.0	0.0	9.0	1.3	2.8
Cycle Q Clear(g_c), s	0.0	4.0	0.0	9.0	1.3	2.8
Prop In Lane	1.00			0.11	1.00	1.00
Lane Grp Cap(c), veh/h	526	1139	0	774	200	347
V/C Ratio(X)	0.54	0.32	0.00	0.59	0.27	0.80
Avail Cap(c_a), veh/h	1296	1717	0	1741	1327	1366
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	0.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	15.1	3.3	0.0	9.5	18.2	16.5
Incr Delay (d2), s/veh	0.3	0.2	0.0	1.0	0.3	1.6
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	2.3	0.5	0.0	2.5	0.5	0.2
Unsig. Movement Delay, s/veh						
LnGrp Delay(d),s/veh	15.4	3.5	0.0	10.5	18.4	18.2
LnGrp LOS	B	A	A	B	B	B
Approach Vol, veh/h		644	459		332	
Approach Delay, s/veh		8.8	10.5		18.2	
Approach LOS		A	B		B	
Timer - Assigned Phs		2		4	5	6
Phs Duration (G+Y+Rc), s		34.9		10.3	9.9	25.0
Change Period (Y+Rc), s		5.0		5.0	5.0	5.0
Max Green Setting (Gmax), s		45.0		35.0	25.0	45.0
Max Q Clear Time (g_c+I1), s		6.0		4.8	2.0	11.0
Green Ext Time (p_c), s		3.3		0.6	0.4	4.4
Intersection Summary						
HCM 6th Ctrl Delay			11.5			
HCM 6th LOS			B			

DRAFT

1: Becker Road & Duanesburg Road
HCM 6th Signalized Intersection Summary

2024 No Build
AM Peak Hour

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	230	233	1	17	161	362	1	58	60	305	7	116
Future Volume (veh/h)	230	233	1	17	161	362	1	58	60	305	7	116
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1806	1826	1900	1884	1826	1767	1976	1976	1930	1752	1900	1663
Adj Flow Rate, veh/h	258	262	1	19	181	0	1	65	30	343	8	0
Peak Hour Factor	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89
Percent Heavy Veh, %	11	5	0	6	5	9	0	0	3	10	0	16
Cap, veh/h	331	928	4	383	436		59	424	193	560	10	
Arrive On Green	0.19	0.51	0.51	0.24	0.24	0.00	0.33	0.33	0.33	0.33	0.33	0.00
Sat Flow, veh/h	1720	1818	7	1124	1826	1497	3	1282	584	1352	32	1409
Grp Volume(v), veh/h	258	0	263	19	181	0	96	0	0	351	0	0
Grp Sat Flow(s),veh/h/ln	1720	0	1825	1124	1826	1497	1870	0	0	1383	0	1409
Q Serve(g_s), s	9.0	0.0	5.2	0.8	5.3	0.0	0.0	0.0	0.0	11.7	0.0	0.0
Cycle Q Clear(g_c), s	9.0	0.0	5.2	0.8	5.3	0.0	2.3	0.0	0.0	14.0	0.0	0.0
Prop In Lane	1.00		0.00	1.00		1.00	0.01		0.31	0.98		1.00
Lane Grp Cap(c), veh/h	331	0	931	383	436		676	0	0	570	0	
V/C Ratio(X)	0.78	0.00	0.28	0.05	0.42		0.14	0.00	0.00	0.62	0.00	
Avail Cap(c_a), veh/h	1095	0	1161	830	1162		1246	0	0	1189	0	
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	1.00	0.00	1.00	0.00	0.00	1.00	0.00	0.00
Uniform Delay (d), s/veh	24.1	0.0	8.8	18.5	20.2	0.0	14.9	0.0	0.0	18.5	0.0	0.0
Incr Delay (d2), s/veh	5.6	0.0	0.2	0.1	0.9	0.0	0.0	0.0	0.0	2.3	0.0	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	3.8	0.0	1.7	0.2	2.1	0.0	0.9	0.0	0.0	4.5	0.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	29.7	0.0	9.0	18.6	21.1	0.0	14.9	0.0	0.0	20.8	0.0	0.0
LnGrp LOS	C	A	A	B	C		B	A	A	C	A	
Approach Vol, veh/h		521			200			96			351	
Approach Delay, s/veh		19.3			20.9			14.9			20.8	
Approach LOS		B			C			B			C	

Timer - Assigned Phs		2		4	5	6		8				
Phs Duration (G+Y+Rc), s		37.1		25.8	17.1	20.0		25.8				
Change Period (Y+Rc), s		5.0		5.0	5.0	5.0		5.0				
Max Green Setting (Gmax), s		40.0		50.0	40.0	40.0		40.0				
Max Q Clear Time (g_c+I1), s		7.2		16.0	11.0	7.3		4.3				
Green Ext Time (p_c), s		2.2		4.8	1.3	1.5		0.4				

Intersection Summary												
HCM 6th Ctrl Delay			19.6									
HCM 6th LOS			B									

Notes

Unsignalized Delay for [WBR, SBR] is excluded from calculations of the approach delay and intersection delay.

2: Pangburn Road & Duanesburg Road
HCM 6th Signalized Intersection Summary

2024 No Build
AM Peak Hour

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Volume (veh/h)	2	176	11	68	89	19	8	8	130	42	12	3
Future Volume (veh/h)	2	176	11	68	89	19	8	8	130	42	12	3
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1900	1856	1900	1841	1737	1826	1530	1900	1870	1870	1900	1900
Adj Flow Rate, veh/h	2	198	9	76	100	19	9	9	93	47	13	2
Peak Hour Factor	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89
Percent Heavy Veh, %	0	3	0	4	11	5	25	0	2	2	0	0
Cap, veh/h	119	854	38	372	429	69	137	22	171	342	60	7
Arrive On Green	0.49	0.49	0.49	0.49	0.49	0.49	0.13	0.13	0.13	0.13	0.13	0.13
Sat Flow, veh/h	3	1757	79	432	882	142	88	175	1362	1096	482	53
Grp Volume(v), veh/h	209	0	0	195	0	0	111	0	0	62	0	0
Grp Sat Flow(s),veh/h/ln	1840	0	0	1456	0	0	1625	0	0	1631	0	0
Q Serve(g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.7	0.0	0.0	0.0	0.0	0.0
Cycle Q Clear(g_c), s	2.0	0.0	0.0	2.0	0.0	0.0	2.0	0.0	0.0	0.9	0.0	0.0
Prop In Lane	0.01		0.04	0.39		0.10	0.08		0.84	0.76		0.03
Lane Grp Cap(c), veh/h	1012	0	0	870	0	0	330	0	0	409	0	0
V/C Ratio(X)	0.21	0.00	0.00	0.22	0.00	0.00	0.34	0.00	0.00	0.15	0.00	0.00
Avail Cap(c_a), veh/h	2793	0	0	2222	0	0	1434	0	0	1377	0	0
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	0.00	1.00	0.00	0.00	1.00	0.00	0.00	1.00	0.00	0.00
Uniform Delay (d), s/veh	4.6	0.0	0.0	4.6	0.0	0.0	12.7	0.0	0.0	12.2	0.0	0.0
Incr Delay (d2), s/veh	0.1	0.0	0.0	0.2	0.0	0.0	0.2	0.0	0.0	0.1	0.0	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.1	0.0	0.0	0.1	0.0	0.0	0.5	0.0	0.0	0.3	0.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	4.7	0.0	0.0	4.8	0.0	0.0	12.9	0.0	0.0	12.3	0.0	0.0
LnGrp LOS	A	A	A	A	A	A	B	A	A	B	A	A
Approach Vol, veh/h		209			195			111			62	
Approach Delay, s/veh		4.7			4.8			12.9			12.3	
Approach LOS		A			A			B			B	
Timer - Assigned Phs		2		4		6		8				
Phs Duration (G+Y+Rc), s		21.0		9.9		21.0		9.9				
Change Period (Y+Rc), s		6.0		6.0		6.0		6.0				
Max Green Setting (Gmax), s		45.0		25.0		45.0		25.0				
Max Q Clear Time (g_c+I1), s		4.0		2.9		4.0		4.0				
Green Ext Time (p_c), s		1.6		0.1		1.6		0.3				
Intersection Summary												
HCM 6th Ctrl Delay			7.1									
HCM 6th LOS			A									

3: Duanesburg Road & Burdeck Street
HCM 6th Signalized Intersection Summary

2024 No Build
AM Peak Hour

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Volume (veh/h)	236	320	340	47	47	347
Future Volume (veh/h)	236	320	340	47	47	347
Initial Q (Qb), veh	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00			1.00	1.00	1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No	No		No	
Adj Sat Flow, veh/h/ln	1811	1722	1781	1767	1796	1826
Adj Flow Rate, veh/h	291	395	420	53	58	285
Peak Hour Factor	0.81	0.81	0.81	0.81	0.81	0.81
Percent Heavy Veh, %	6	12	8	9	7	5
Cap, veh/h	512	1133	683	86	208	354
Arrive On Green	0.11	0.66	0.44	0.44	0.12	0.12
Sat Flow, veh/h	1725	1722	1551	196	1711	1547
Grp Volume(v), veh/h	291	395	0	473	58	285
Grp Sat Flow(s),veh/h/ln	1725	1722	0	1746	1711	1547
Q Serve(g_s), s	0.0	4.6	0.0	9.4	1.4	3.0
Cycle Q Clear(g_c), s	0.0	4.6	0.0	9.4	1.4	3.0
Prop In Lane	1.00			0.11	1.00	1.00
Lane Grp Cap(c), veh/h	512	1133	0	769	208	354
V/C Ratio(X)	0.57	0.35	0.00	0.61	0.28	0.80
Avail Cap(c_a), veh/h	1277	1707	0	1731	1319	1359
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	0.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	15.6	3.4	0.0	9.7	18.1	16.5
Incr Delay (d2), s/veh	0.4	0.3	0.0	1.1	0.3	1.6
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	2.4	0.6	0.0	2.6	0.5	4.8
Unsig. Movement Delay, s/veh						
LnGrp Delay(d),s/veh	16.0	3.7	0.0	10.9	18.4	18.2
LnGrp LOS	B	A	A	B	B	B
Approach Vol, veh/h		686	473		343	
Approach Delay, s/veh		8.9	10.9		18.2	
Approach LOS		A	B		B	
Timer - Assigned Phs		2		4	5	6
Phs Duration (G+Y+Rc), s		34.9		10.5	9.9	25.0
Change Period (Y+Rc), s		5.0		5.0	5.0	5.0
Max Green Setting (Gmax), s		45.0		35.0	25.0	45.0
Max Q Clear Time (g_c+I1), s		6.6		5.0	2.0	11.4
Green Ext Time (p_c), s		3.7		0.6	0.4	4.6
Intersection Summary						
HCM 6th Ctrl Delay			11.7			
HCM 6th LOS			B			

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1: Becker Road & Duanesburg Road
HCM 6th Signalized Intersection Summary

2024 Build
AM Peak Hour

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	230	246	1	17	172	398	1	58	60	349	7	116
Future Volume (veh/h)	230	246	1	17	172	398	1	58	60	349	7	116
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1806	1826	1900	1884	1826	1767	1976	1976	1930	1752	1900	1663
Adj Flow Rate, veh/h	258	276	1	19	193	0	1	65	30	392	8	0
Peak Hour Factor	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89
Percent Heavy Veh, %	11	5	0	6	5	9	0	0	3	10	0	16
Cap, veh/h	327	889	3	356	409		55	464	211	594	10	
Arrive On Green	0.19	0.49	0.49	0.22	0.22	0.00	0.36	0.36	0.36	0.36	0.36	0.00
Sat Flow, veh/h	1720	1818	7	1110	1826	1497	3	1283	584	1348	28	1409
Grp Volume(v), veh/h	258	0	277	19	193	0	96	0	0	400	0	0
Grp Sat Flow(s),veh/h/ln	1720	0	1825	1110	1826	1497	1870	0	0	1375	0	1409
Q Serve(g_s), s	9.6	0.0	6.1	0.9	6.1	0.0	0.0	0.0	0.0	14.9	0.0	0.0
Cycle Q Clear(g_c), s	9.6	0.0	6.1	0.9	6.1	0.0	2.3	0.0	0.0	17.2	0.0	0.0
Prop In Lane	1.00		0.00	1.00		1.00	0.01		0.31	0.98		1.00
Lane Grp Cap(c), veh/h	327	0	892	356	409		731	0	0	604	0	
V/C Ratio(X)	0.79	0.00	0.31	0.05	0.47		0.13	0.00	0.00	0.66	0.00	
Avail Cap(c_a), veh/h	1028	0	1091	771	1091		1171	0	0	1116	0	
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	1.00	0.00	1.00	0.00	0.00	1.00	0.00	0.00
Uniform Delay (d), s/veh	25.8	0.0	10.3	20.5	22.5	0.0	14.4	0.0	0.0	18.8	0.0	0.0
Incr Delay (d2), s/veh	6.0	0.0	0.3	0.1	1.2	0.0	0.0	0.0	0.0	2.7	0.0	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	4.1	0.0	2.1	0.2	2.5	0.0	0.9	0.0	0.0	5.1	0.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	31.8	0.0	10.6	20.6	23.7	0.0	14.4	0.0	0.0	21.5	0.0	0.0
LnGrp LOS	C	A	B	C	C		B	A	A	C	A	
Approach Vol, veh/h		535			212			96			400	
Approach Delay, s/veh		20.8			23.4			14.4			21.5	
Approach LOS		C			C			B			C	
Timer - Assigned Phs		2		4	5	6		8				
Phs Duration (G+Y+Rc), s		37.7		29.2	17.7	20.0		29.2				
Change Period (Y+Rc), s		5.0		5.0	5.0	5.0		5.0				
Max Green Setting (Gmax), s		40.0		50.0	40.0	40.0		40.0				
Max Q Clear Time (g_c+I1), s		8.1		19.2	11.6	8.1		4.3				
Green Ext Time (p_c), s		2.3		5.0	1.3	1.6		0.3				

Intersection Summary	
HCM 6th Ctrl Delay	21.0
HCM 6th LOS	C

Notes

Unsignalized Delay for [WBR, SBR] is excluded from calculations of the approach delay and intersection delay.

2: Pangburn Road & Duanesburg Road
HCM 6th Signalized Intersection Summary

2024 Build
AM Peak Hour

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Volume (veh/h)	2	183	11	73	95	19	8	8	136	42	12	3
Future Volume (veh/h)	2	183	11	73	95	19	8	8	136	42	12	3
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1900	1856	1900	1841	1737	1826	1530	1900	1870	1870	1900	1900
Adj Flow Rate, veh/h	2	206	9	82	107	19	9	9	100	47	13	2
Peak Hour Factor	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89
Percent Heavy Veh, %	0	3	0	4	11	5	25	0	2	2	0	0
Cap, veh/h	119	854	37	374	427	64	136	21	175	343	63	7
Arrive On Green	0.48	0.48	0.48	0.48	0.48	0.48	0.13	0.13	0.13	0.13	0.13	0.13
Sat Flow, veh/h	3	1761	76	437	881	132	82	166	1377	1089	496	53
Grp Volume(v), veh/h	217	0	0	208	0	0	118	0	0	62	0	0
Grp Sat Flow(s),veh/h/ln	1840	0	0	1450	0	0	1625	0	0	1639	0	0
Q Serve(g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.8	0.0	0.0	0.0	0.0	0.0
Cycle Q Clear(g_c), s	2.1	0.0	0.0	2.2	0.0	0.0	2.1	0.0	0.0	0.9	0.0	0.0
Prop In Lane	0.01		0.04	0.39		0.09	0.08		0.85	0.76		0.03
Lane Grp Cap(c), veh/h	1010	0	0	865	0	0	332	0	0	413	0	0
V/C Ratio(X)	0.21	0.00	0.00	0.24	0.00	0.00	0.36	0.00	0.00	0.15	0.00	0.00
Avail Cap(c_a), veh/h	2788	0	0	2208	0	0	1430	0	0	1370	0	0
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	0.00	1.00	0.00	0.00	1.00	0.00	0.00	1.00	0.00	0.00
Uniform Delay (d), s/veh	4.7	0.0	0.0	4.7	0.0	0.0	12.7	0.0	0.0	12.2	0.0	0.0
Incr Delay (d2), s/veh	0.2	0.0	0.0	0.2	0.0	0.0	0.2	0.0	0.0	0.1	0.0	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.1	0.0	0.0	0.1	0.0	0.0	0.5	0.0	0.0	0.3	0.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	4.8	0.0	0.0	4.9	0.0	0.0	12.9	0.0	0.0	12.2	0.0	0.0
LnGrp LOS	A	A	A	A	A	A	B	A	A	B	A	A
Approach Vol, veh/h		217			208			118			62	
Approach Delay, s/veh		4.8			4.9			12.9			12.2	
Approach LOS		A			A			B			B	
Timer - Assigned Phs		2		4		6		8				
Phs Duration (G+Y+Rc), s		21.0		9.9		21.0		9.9				
Change Period (Y+Rc), s		6.0		6.0		6.0		6.0				
Max Green Setting (Gmax), s		45.0		25.0		45.0		25.0				
Max Q Clear Time (g_c+I1), s		4.1		2.9		4.2		4.1				
Green Ext Time (p_c), s		1.7		0.1		1.7		0.3				
Intersection Summary												
HCM 6th Ctrl Delay			7.2									
HCM 6th LOS			A									

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3: Duanesburg Road & Burdeck Street
HCM 6th Signalized Intersection Summary

2024 Build
AM Peak Hour

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Volume (veh/h)	256	356	383	47	47	371
Future Volume (veh/h)	256	356	383	47	47	371
Initial Q (Qb), veh	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00			1.00	1.00	1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No	No		No	
Adj Sat Flow, veh/h/ln	1811	1722	1781	1767	1796	1826
Adj Flow Rate, veh/h	316	440	473	53	58	315
Peak Hour Factor	0.81	0.81	0.81	0.81	0.81	0.81
Percent Heavy Veh, %	6	12	8	9	7	5
Cap, veh/h	457	1107	676	76	243	383
Arrive On Green	0.11	0.64	0.43	0.43	0.14	0.14
Sat Flow, veh/h	1725	1722	1573	176	1711	1547
Grp Volume(v), veh/h	316	440	0	526	58	315
Grp Sat Flow(s),veh/h/ln	1725	1722	0	1750	1711	1547
Q Serve(g_s), s	0.2	5.7	0.0	11.4	1.4	4.0
Cycle Q Clear(g_c), s	0.2	5.7	0.0	11.4	1.4	4.0
Prop In Lane	1.00			0.10	1.00	1.00
Lane Grp Cap(c), veh/h	457	1107	0	752	243	383
V/C Ratio(X)	0.69	0.40	0.00	0.70	0.24	0.82
Avail Cap(c_a), veh/h	1202	1666	0	1692	1287	1328
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	0.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	17.4	4.0	0.0	10.8	17.7	16.5
Incr Delay (d2), s/veh	0.7	0.3	0.0	1.7	0.2	1.7
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	2.7	0.9	0.0	3.4	0.5	0.2
Unsig. Movement Delay, s/veh						
LnGrp Delay(d),s/veh	18.1	4.3	0.0	12.5	17.9	18.2
LnGrp LOS	B	A	A	B	B	B
Approach Vol, veh/h		756	526		373	
Approach Delay, s/veh		10.1	12.5		18.2	
Approach LOS		B	B		B	
Timer - Assigned Phs		2		4	5	6
Phs Duration (G+Y+Rc), s		34.9		11.6	9.9	25.0
Change Period (Y+Rc), s		5.0		5.0	5.0	5.0
Max Green Setting (Gmax), s		45.0		35.0	25.0	45.0
Max Q Clear Time (g_c+I1), s		7.7		6.0	2.2	13.4
Green Ext Time (p_c), s		4.2		0.6	0.4	5.2
Intersection Summary						
HCM 6th Ctrl Delay			12.7			
HCM 6th LOS			B			

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4: Duanesburg Road & Proposed Driveway
HCM 6th TWSC

2024 Build
AM Peak Hour

Intersection						
Int Delay, s/veh	3					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	100	554	487	120	99	100
Future Vol, veh/h	100	554	487	120	99	100
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	200	-	-	-	0	85
Veh in Median Storage, #	-	0	0	-	2	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	0	7	8	0	0	0
Mvmt Flow	109	602	529	130	108	109

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	659	0	-	0	1414	594
Stage 1	-	-	-	-	594	-
Stage 2	-	-	-	-	820	-
Critical Hdwy	4.1	-	-	-	6.4	6.2
Critical Hdwy Stg 1	-	-	-	-	5.4	-
Critical Hdwy Stg 2	-	-	-	-	5.4	-
Follow-up Hdwy	2.2	-	-	-	3.5	3.3
Pot Cap-1 Maneuver	939	-	-	-	153	509
Stage 1	-	-	-	-	555	-
Stage 2	-	-	-	-	436	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	939	-	-	-	135	509
Mov Cap-2 Maneuver	-	-	-	-	334	-
Stage 1	-	-	-	-	491	-
Stage 2	-	-	-	-	436	-

Approach	EB	WB	SB
HCM Control Delay, s	1.4	0	17.4
HCM LOS			C

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	939	-	-	-	334	509
HCM Lane V/C Ratio	0.116	-	-	-	0.322	0.214
HCM Control Delay (s)	9.3	-	-	-	20.8	14
HCM Lane LOS	A	-	-	-	C	B
HCM 95th %tile Q(veh)	0.4	-	-	-	1.4	0.8

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1: Becker Road & Duanesburg Road
HCM 6th Signalized Intersection Summary

2023 Existing
PM Peak Hour

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	134	190	4	21	250	294	1	27	29	366	41	215
Future Volume (veh/h)	134	190	4	21	250	294	1	27	29	366	41	215
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	0.99		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1760	1870	1900	1976	1885	1737	1976	1976	1976	1737	1900	1722
Adj Flow Rate, veh/h	138	196	3	22	258	0	1	28	16	377	42	0
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Percent Heavy Veh, %	14	2	0	0	1	11	0	0	0	11	0	12
Cap, veh/h	243	852	13	412	451		61	448	248	597	54	
Arrive On Green	0.15	0.46	0.46	0.24	0.24	0.00	0.38	0.38	0.38	0.38	0.38	0.00
Sat Flow, veh/h	1676	1837	28	1242	1885	1472	6	1189	660	1295	144	1459
Grp Volume(v), veh/h	138	0	199	22	258	0	45	0	0	419	0	0
Grp Sat Flow(s),veh/h/ln	1676	0	1865	1242	1885	1472	1855	0	0	1439	0	1459
Q Serve(g_s), s	4.8	0.0	4.0	0.9	7.6	0.0	0.0	0.0	0.0	15.0	0.0	0.0
Cycle Q Clear(g_c), s	4.8	0.0	4.0	0.9	7.6	0.0	1.0	0.0	0.0	15.9	0.0	0.0
Prop In Lane	1.00		0.02	1.00		1.00	0.02		0.36	0.90		1.00
Lane Grp Cap(c), veh/h	243	0	865	412	451		757	0	0	651	0	
V/C Ratio(X)	0.57	0.00	0.23	0.05	0.57		0.06	0.00	0.00	0.64	0.00	
Avail Cap(c_a), veh/h	1069	0	1189	907	1202		1238	0	0	1249	0	
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	1.00	0.00	1.00	0.00	0.00	1.00	0.00	0.00
Uniform Delay (d), s/veh	25.0	0.0	10.1	18.5	21.0	0.0	12.5	0.0	0.0	17.0	0.0	0.0
Incr Delay (d2), s/veh	2.9	0.0	0.2	0.1	1.6	0.0	0.0	0.0	0.0	2.3	0.0	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.9	0.0	1.4	0.2	3.2	0.0	0.4	0.0	0.0	5.1	0.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	27.9	0.0	10.3	18.6	22.7	0.0	12.5	0.0	0.0	19.3	0.0	0.0
LnGrp LOS	C	A	B	B	C		B	A	A	B	A	
Approach Vol, veh/h		337			280			45			419	
Approach Delay, s/veh		17.5			22.3			12.5			19.3	
Approach LOS		B			C			B			B	
Timer - Assigned Phs		2		4	5	6		8				
Phs Duration (G+Y+Rc), s		34.1		28.6	14.1	20.0		28.6				
Change Period (Y+Rc), s		5.0		5.0	5.0	5.0		5.0				
Max Green Setting (Gmax), s		40.0		50.0	40.0	40.0		40.0				
Max Q Clear Time (g_c+I1), s		6.0		17.9	6.8	9.6		3.0				
Green Ext Time (p_c), s		1.6		5.7	0.6	2.2		0.1				

Intersection Summary

HCM 6th Ctrl Delay	19.3
HCM 6th LOS	B

Notes

Unsignalized Delay for [WBR, SBR] is excluded from calculations of the approach delay and intersection delay.

2: Pangburn Road & Duanesburg Road
HCM 6th Signalized Intersection Summary

2023 Existing
PM Peak Hour

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔			↔			↔			↔	
Traffic Volume (veh/h)	3	119	11	131	189	37	15	19	84	25	14	8
Future Volume (veh/h)	3	119	11	131	189	37	15	19	84	25	14	8
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1900	1900	1900	1870	1900	1900	1900	1900	1870	1900	1900	1900
Adj Flow Rate, veh/h	3	129	10	142	205	35	16	21	58	27	15	8
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	0	0	0	2	0	0	0	0	2	0	0	0
Cap, veh/h	125	850	65	387	508	74	163	49	116	269	75	31
Arrive On Green	0.49	0.49	0.49	0.49	0.49	0.49	0.12	0.12	0.12	0.12	0.12	0.12
Sat Flow, veh/h	8	1731	132	459	1034	151	214	426	1004	755	647	267
Grp Volume(v), veh/h	142	0	0	382	0	0	95	0	0	50	0	0
Grp Sat Flow(s),veh/h/ln	1871	0	0	1644	0	0	1645	0	0	1669	0	0
Q Serve(g_s), s	0.0	0.0	0.0	0.9	0.0	0.0	0.9	0.0	0.0	0.0	0.0	0.0
Cycle Q Clear(g_c), s	1.3	0.0	0.0	4.2	0.0	0.0	1.6	0.0	0.0	0.8	0.0	0.0
Prop In Lane	0.02		0.07	0.37		0.09	0.17		0.61	0.54		0.16
Lane Grp Cap(c), veh/h	1039	0	0	969	0	0	328	0	0	375	0	0
V/C Ratio(X)	0.14	0.00	0.00	0.39	0.00	0.00	0.29	0.00	0.00	0.13	0.00	0.00
Avail Cap(c_a), veh/h	2858	0	0	2523	0	0	1471	0	0	1440	0	0
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	0.00	1.00	0.00	0.00	1.00	0.00	0.00	1.00	0.00	0.00
Uniform Delay (d), s/veh	4.3	0.0	0.0	5.0	0.0	0.0	12.6	0.0	0.0	12.3	0.0	0.0
Incr Delay (d2), s/veh	0.1	0.0	0.0	0.4	0.0	0.0	0.2	0.0	0.0	0.1	0.0	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.1	0.0	0.0	0.2	0.0	0.0	0.4	0.0	0.0	0.2	0.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	4.4	0.0	0.0	5.3	0.0	0.0	12.8	0.0	0.0	12.3	0.0	0.0
LnGrp LOS	A	A	A	A	A	A	B	A	A	B	A	A
Approach Vol, veh/h		142			382			95			50	
Approach Delay, s/veh		4.4			5.3			12.8			12.3	
Approach LOS		A			A			B			B	
Timer - Assigned Phs		2		4		6		8				
Phs Duration (G+Y+Rc), s		21.0		9.5		21.0		9.5				
Change Period (Y+Rc), s		6.0		6.0		6.0		6.0				
Max Green Setting (Gmax), s		45.0		25.0		45.0		25.0				
Max Q Clear Time (g_c+I1), s		3.3		2.8		6.2		3.6				
Green Ext Time (p_c), s		1.0		0.1		3.3		0.2				
Intersection Summary												
HCM 6th Ctrl Delay			6.7									
HCM 6th LOS			A									

DRAFT

3: Duanesburg Road & Burdeck Street
HCM 6th Signalized Intersection Summary

2023 Existing
PM Peak Hour

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Volume (veh/h)	235	314	322	72	85	306
Future Volume (veh/h)	235	314	322	72	85	306
Initial Q (Qb), veh	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00			1.00	1.00	1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No	No		No	
Adj Sat Flow, veh/h/ln	1856	1752	1796	1856	1811	1870
Adj Flow Rate, veh/h	250	334	343	61	90	195
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94
Percent Heavy Veh, %	3	10	7	3	6	2
Cap, veh/h	582	1169	665	118	188	342
Arrive On Green	0.11	0.67	0.45	0.45	0.11	0.11
Sat Flow, veh/h	1767	1752	1485	264	1725	1585
Grp Volume(v), veh/h	250	334	0	404	90	195
Grp Sat Flow(s),veh/h/ln	1767	1752	0	1749	1725	1585
Q Serve(g_s), s	0.0	3.5	0.0	7.4	2.2	0.1
Cycle Q Clear(g_c), s	0.0	3.5	0.0	7.4	2.2	0.1
Prop In Lane	1.00			0.15	1.00	1.00
Lane Grp Cap(c), veh/h	582	1169	0	784	188	342
V/C Ratio(X)	0.43	0.29	0.00	0.52	0.48	0.57
Avail Cap(c_a), veh/h	1382	1766	0	1763	1353	1413
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	0.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	12.9	3.1	0.0	8.8	18.7	15.6
Incr Delay (d2), s/veh	0.2	0.2	0.0	0.7	0.7	0.6
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.6	0.4	0.0	2.0	0.8	0.1
Unsig. Movement Delay, s/veh						
LnGrp Delay(d),s/veh	13.1	3.2	0.0	9.6	19.4	16.2
LnGrp LOS	B	A	A	A	B	B
Approach Vol, veh/h		584	404		285	
Approach Delay, s/veh		7.5	9.6		17.2	
Approach LOS		A	A		B	
Timer - Assigned Phs		2		4	5	6
Phs Duration (G+Y+Rc), s		34.8		9.9	9.8	25.0
Change Period (Y+Rc), s		5.0		5.0	5.0	5.0
Max Green Setting (Gmax), s		45.0		35.0	25.0	45.0
Max Q Clear Time (g_c+I1), s		5.5		4.2	2.0	9.4
Green Ext Time (p_c), s		3.0		0.4	0.3	3.8
Intersection Summary						
HCM 6th Ctrl Delay			10.3			
HCM 6th LOS			B			

DRAFT

1: Becker Road & Duanesburg Road
HCM 6th Signalized Intersection Summary

2024 No Build
PM Peak Hour

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	134	191	4	21	254	325	1	27	29	382	41	216
Future Volume (veh/h)	134	191	4	21	254	325	1	27	29	382	41	216
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	0.99		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1760	1870	1900	1976	1885	1737	1976	1976	1976	1737	1900	1722
Adj Flow Rate, veh/h	138	197	3	22	262	0	1	28	20	394	42	0
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Percent Heavy Veh, %	14	2	0	0	1	11	0	0	0	11	0	12
Cap, veh/h	239	836	13	403	441		59	421	292	611	54	
Arrive On Green	0.14	0.45	0.45	0.23	0.23	0.00	0.39	0.39	0.39	0.39	0.39	0.00
Sat Flow, veh/h	1676	1837	28	1241	1885	1472	5	1083	751	1295	138	1459
Grp Volume(v), veh/h	138	0	200	22	262	0	49	0	0	436	0	0
Grp Sat Flow(s),veh/h/ln	1676	0	1865	1241	1885	1472	1839	0	0	1434	0	1459
Q Serve(g_s), s	4.9	0.0	4.2	0.9	7.9	0.0	0.0	0.0	0.0	15.9	0.0	0.0
Cycle Q Clear(g_c), s	4.9	0.0	4.2	0.9	7.9	0.0	1.1	0.0	0.0	17.0	0.0	0.0
Prop In Lane	1.00		0.01	1.00		1.00	0.02		0.41	0.90		1.00
Lane Grp Cap(c), veh/h	239	0	849	403	441		773	0	0	665	0	
V/C Ratio(X)	0.58	0.00	0.24	0.05	0.59		0.06	0.00	0.00	0.66	0.00	
Avail Cap(c_a), veh/h	1047	0	1165	887	1177		1203	0	0	1219	0	
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	1.00	0.00	1.00	0.00	0.00	1.00	0.00	0.00
Uniform Delay (d), s/veh	25.6	0.0	10.7	19.1	21.8	0.0	12.3	0.0	0.0	17.0	0.0	0.0
Incr Delay (d2), s/veh	3.1	0.0	0.2	0.1	1.8	0.0	0.0	0.0	0.0	2.4	0.0	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	2.0	0.0	1.5	0.2	3.3	0.0	0.4	0.0	0.0	5.4	0.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	28.8	0.0	10.9	19.2	23.6	0.0	12.3	0.0	0.0	19.4	0.0	0.0
LnGrp LOS	C	A	B	B	C		B	A	A	B	A	
Approach Vol, veh/h		338			284			49			436	
Approach Delay, s/veh		18.2			23.3			12.3			19.4	
Approach LOS		B			C			B			B	
Timer - Assigned Phs		2		4	5	6		8				
Phs Duration (G+Y+Rc), s		34.1		29.9	14.1	20.0		29.9				
Change Period (Y+Rc), s		5.0		5.0	5.0	5.0		5.0				
Max Green Setting (Gmax), s		40.0		50.0	40.0	40.0		40.0				
Max Q Clear Time (g_c+I1), s		6.2		19.0	6.9	9.9		3.1				
Green Ext Time (p_c), s		1.6		5.9	0.6	2.2		0.2				

Intersection Summary	
HCM 6th Ctrl Delay	19.7
HCM 6th LOS	B

Notes

Unsignalized Delay for [WBR, SBR] is excluded from calculations of the approach delay and intersection delay.

2: Pangburn Road & Duanesburg Road
HCM 6th Signalized Intersection Summary

2024 No Build
PM Peak Hour

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Volume (veh/h)	3	120	11	131	192	37	15	19	84	25	14	8
Future Volume (veh/h)	3	120	11	131	192	37	15	19	84	25	14	8
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1900	1900	1900	1870	1900	1900	1900	1900	1870	1900	1900	1900
Adj Flow Rate, veh/h	3	130	10	142	209	35	16	21	58	27	15	8
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	0	0	0	2	0	0	0	0	2	0	0	0
Cap, veh/h	124	851	64	384	513	73	163	49	116	269	75	31
Arrive On Green	0.49	0.49	0.49	0.49	0.49	0.49	0.12	0.12	0.12	0.12	0.12	0.12
Sat Flow, veh/h	8	1732	131	453	1044	149	214	426	1004	755	647	267
Grp Volume(v), veh/h	143	0	0	386	0	0	95	0	0	50	0	0
Grp Sat Flow(s),veh/h/ln	1871	0	0	1647	0	0	1645	0	0	1669	0	0
Q Serve(g_s), s	0.0	0.0	0.0	0.9	0.0	0.0	0.9	0.0	0.0	0.0	0.0	0.0
Cycle Q Clear(g_c), s	1.3	0.0	0.0	4.2	0.0	0.0	1.6	0.0	0.0	0.8	0.0	0.0
Prop In Lane	0.02		0.07	0.37		0.09	0.17		0.61	0.54		0.16
Lane Grp Cap(c), veh/h	1039	0	0	970	0	0	328	0	0	375	0	0
V/C Ratio(X)	0.14	0.00	0.00	0.40	0.00	0.00	0.29	0.00	0.00	0.13	0.00	0.00
Avail Cap(c_a), veh/h	2858	0	0	2526	0	0	1471	0	0	1440	0	0
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	0.00	1.00	0.00	0.00	1.00	0.00	0.00	1.00	0.00	0.00
Uniform Delay (d), s/veh	4.3	0.0	0.0	5.0	0.0	0.0	12.6	0.0	0.0	12.3	0.0	0.0
Incr Delay (d2), s/veh	0.1	0.0	0.0	0.4	0.0	0.0	0.2	0.0	0.0	0.1	0.0	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.1	0.0	0.0	0.3	0.0	0.0	0.4	0.0	0.0	0.2	0.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	4.4	0.0	0.0	5.4	0.0	0.0	12.8	0.0	0.0	12.3	0.0	0.0
LnGrp LOS	A	A	A	A	A	A	B	A	A	B	A	A
Approach Vol, veh/h		143			386			95			50	
Approach Delay, s/veh		4.4			5.4			12.8			12.3	
Approach LOS		A			A			B			B	
Timer - Assigned Phs		2		4		6		8				
Phs Duration (G+Y+Rc), s		21.0		9.5		21.0		9.5				
Change Period (Y+Rc), s		6.0		6.0		6.0		6.0				
Max Green Setting (Gmax), s		45.0		25.0		45.0		25.0				
Max Q Clear Time (g_c+I1), s		3.3		2.8		6.2		3.6				
Green Ext Time (p_c), s		1.0		0.1		3.4		0.2				
Intersection Summary												
HCM 6th Ctrl Delay			6.7									
HCM 6th LOS			A									

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3: Duanesburg Road & Burdeck Street
HCM 6th Signalized Intersection Summary

2024 No Build
PM Peak Hour

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Volume (veh/h)	242	326	350	75	86	313
Future Volume (veh/h)	242	326	350	75	86	313
Initial Q (Qb), veh	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00			1.00	1.00	1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No	No		No	
Adj Sat Flow, veh/h/ln	1856	1752	1796	1856	1811	1870
Adj Flow Rate, veh/h	257	347	372	64	91	202
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94
Percent Heavy Veh, %	3	10	7	3	6	2
Cap, veh/h	559	1169	669	115	188	343
Arrive On Green	0.11	0.67	0.45	0.45	0.11	0.11
Sat Flow, veh/h	1767	1752	1493	257	1725	1585
Grp Volume(v), veh/h	257	347	0	436	91	202
Grp Sat Flow(s),veh/h/ln	1767	1752	0	1750	1725	1585
Q Serve(g_s), s	0.0	3.7	0.0	8.2	2.2	0.3
Cycle Q Clear(g_c), s	0.0	3.7	0.0	8.2	2.2	0.3
Prop In Lane	1.00			0.15	1.00	1.00
Lane Grp Cap(c), veh/h	559	1169	0	784	188	343
V/C Ratio(X)	0.46	0.30	0.00	0.56	0.48	0.59
Avail Cap(c_a), veh/h	1358	1765	0	1763	1352	1412
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	0.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	13.8	3.1	0.0	9.1	18.7	15.7
Incr Delay (d2), s/veh	0.2	0.2	0.0	0.9	0.7	0.6
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.8	0.4	0.0	2.2	0.8	2.7
Unsig. Movement Delay, s/veh						
LnGrp Delay(d),s/veh	14.0	3.3	0.0	10.0	19.4	16.3
LnGrp LOS	B	A	A	A	B	B
Approach Vol, veh/h		604	436		293	
Approach Delay, s/veh		7.9	10.0		17.3	
Approach LOS		A	A		B	
Timer - Assigned Phs		2		4	5	6
Phs Duration (G+Y+Rc), s		34.8		9.9	9.8	25.0
Change Period (Y+Rc), s		5.0		5.0	5.0	5.0
Max Green Setting (Gmax), s		45.0		35.0	25.0	45.0
Max Q Clear Time (g_c+I1), s		5.7		4.2	2.0	10.2
Green Ext Time (p_c), s		3.1		0.5	0.3	4.2
Intersection Summary						
HCM 6th Ctrl Delay			10.6			
HCM 6th LOS			B			

DRAFT

1: Becker Road & Duanesburg Road
HCM 6th Signalized Intersection Summary

2024 Build
PM Peak Hour

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	134	206	4	21	270	377	1	27	29	434	41	216
Future Volume (veh/h)	134	206	4	21	270	377	1	27	29	434	41	216
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	0.99		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1760	1870	1900	1976	1885	1737	1976	1976	1976	1737	1900	1722
Adj Flow Rate, veh/h	138	212	3	22	278	0	1	28	20	447	42	0
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Percent Heavy Veh, %	14	2	0	0	1	11	0	0	0	11	0	12
Cap, veh/h	228	789	11	375	415		56	459	318	654	52	
Arrive On Green	0.14	0.43	0.43	0.22	0.22	0.00	0.42	0.42	0.42	0.42	0.42	0.00
Sat Flow, veh/h	1676	1840	26	1224	1885	1472	5	1083	751	1305	123	1459
Grp Volume(v), veh/h	138	0	215	22	278	0	49	0	0	489	0	0
Grp Sat Flow(s),veh/h/ln	1676	0	1866	1224	1885	1472	1839	0	0	1427	0	1459
Q Serve(g_s), s	5.3	0.0	5.1	1.0	9.2	0.0	0.0	0.0	0.0	19.3	0.0	0.0
Cycle Q Clear(g_c), s	5.3	0.0	5.1	1.0	9.2	0.0	1.1	0.0	0.0	20.3	0.0	0.0
Prop In Lane	1.00		0.01	1.00		1.00	0.02		0.41	0.91		1.00
Lane Grp Cap(c), veh/h	228	0	801	375	415		834	0	0	706	0	
V/C Ratio(X)	0.61	0.00	0.27	0.06	0.67		0.06	0.00	0.00	0.69	0.00	
Avail Cap(c_a), veh/h	983	0	1094	823	1106		1131	0	0	1143	0	
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	1.00	0.00	1.00	0.00	0.00	1.00	0.00	0.00
Uniform Delay (d), s/veh	27.7	0.0	12.6	21.1	24.3	0.0	11.6	0.0	0.0	17.0	0.0	0.0
Incr Delay (d2), s/veh	3.7	0.0	0.3	0.1	2.7	0.0	0.0	0.0	0.0	2.6	0.0	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	2.2	0.0	1.9	0.3	4.0	0.0	0.4	0.0	0.0	6.4	0.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	31.4	0.0	12.8	21.2	27.0	0.0	11.6	0.0	0.0	19.6	0.0	0.0
LnGrp LOS	C	A	B	C	C		B	A	A	B	A	
Approach Vol, veh/h		353			300			49			489	
Approach Delay, s/veh		20.1			26.6			11.6			19.6	
Approach LOS		C			C			B			B	
Timer - Assigned Phs		2		4	5	6		8				
Phs Duration (G+Y+Rc), s		34.3		33.9	14.3	20.0		33.9				
Change Period (Y+Rc), s		5.0		5.0	5.0	5.0		5.0				
Max Green Setting (Gmax), s		40.0		50.0	40.0	40.0		40.0				
Max Q Clear Time (g_c+I1), s		7.1		22.3	7.3	11.2		3.1				
Green Ext Time (p_c), s		1.7		6.6	0.6	2.4		0.2				

Intersection Summary	
HCM 6th Ctrl Delay	21.2
HCM 6th LOS	C

Notes

Unsignalized Delay for [WBR, SBR] is excluded from calculations of the approach delay and intersection delay.

2: Pangburn Road & Duanesburg Road
HCM 6th Signalized Intersection Summary

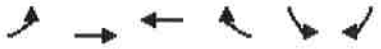
2024 Build
PM Peak Hour

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔			↔			↔			↔	
Traffic Volume (veh/h)	3	128	11	139	200	37	15	19	91	25	14	8
Future Volume (veh/h)	3	128	11	139	200	37	15	19	91	25	14	8
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1900	1900	1900	1870	1900	1900	1900	1900	1870	1900	1900	1900
Adj Flow Rate, veh/h	3	139	10	151	217	35	16	21	66	27	15	8
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	0	0	0	2	0	0	0	0	2	0	0	0
Cap, veh/h	124	853	60	388	506	70	159	47	125	269	79	32
Arrive On Green	0.49	0.49	0.49	0.49	0.49	0.49	0.12	0.12	0.12	0.12	0.12	0.12
Sat Flow, veh/h	8	1741	123	462	1033	142	194	397	1053	743	664	268
Grp Volume(v), veh/h	152	0	0	403	0	0	103	0	0	50	0	0
Grp Sat Flow(s),veh/h/ln	1872	0	0	1638	0	0	1643	0	0	1675	0	0
Q Serve(g_s), s	0.0	0.0	0.0	1.3	0.0	0.0	0.9	0.0	0.0	0.0	0.0	0.0
Cycle Q Clear(g_c), s	1.4	0.0	0.0	4.6	0.0	0.0	1.8	0.0	0.0	0.8	0.0	0.0
Prop In Lane	0.02		0.07	0.37		0.09	0.16		0.64	0.54		0.16
Lane Grp Cap(c), veh/h	1036	0	0	963	0	0	331	0	0	380	0	0
V/C Ratio(X)	0.15	0.00	0.00	0.42	0.00	0.00	0.31	0.00	0.00	0.13	0.00	0.00
Avail Cap(c_a), veh/h	2852	0	0	2504	0	0	1464	0	0	1431	0	0
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	0.00	1.00	0.00	0.00	1.00	0.00	0.00	1.00	0.00	0.00
Uniform Delay (d), s/veh	4.3	0.0	0.0	5.1	0.0	0.0	12.7	0.0	0.0	12.2	0.0	0.0
Incr Delay (d2), s/veh	0.1	0.0	0.0	0.4	0.0	0.0	0.2	0.0	0.0	0.1	0.0	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.1	0.0	0.0	0.3	0.0	0.0	0.4	0.0	0.0	0.2	0.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	4.4	0.0	0.0	5.5	0.0	0.0	12.9	0.0	0.0	12.3	0.0	0.0
LnGrp LOS	A	A	A	A	A	A	B	A	A	B	A	A
Approach Vol, veh/h		152			403			103			50	
Approach Delay, s/veh		4.4			5.5			12.9			12.3	
Approach LOS		A			A			B			B	
Timer - Assigned Phs		2		4		6		8				
Phs Duration (G+Y+Rc), s		21.0		9.6		21.0		9.6				
Change Period (Y+Rc), s		6.0		6.0		6.0		6.0				
Max Green Setting (Gmax), s		45.0		25.0		45.0		25.0				
Max Q Clear Time (g_c+I1), s		3.4		2.8		6.6		3.8				
Green Ext Time (p_c), s		1.1		0.1		3.6		0.3				
Intersection Summary												
HCM 6th Ctrl Delay			6.8									
HCM 6th LOS			A									

DRAFT

3: Duanesburg Road & Burdeck Street
HCM 6th Signalized Intersection Summary

2024 Build
PM Peak Hour



Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Volume (veh/h)	272	378	403	75	86	343
Future Volume (veh/h)	272	378	403	75	86	343
Initial Q (Qb), veh	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00			1.00	1.00	1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No	No		No	
Adj Sat Flow, veh/h/ln	1856	1752	1796	1856	1811	1870
Adj Flow Rate, veh/h	289	402	429	64	91	234
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94
Percent Heavy Veh, %	3	10	7	3	6	2
Cap, veh/h	519	1168	682	102	189	346
Arrive On Green	0.11	0.67	0.45	0.45	0.11	0.11
Sat Flow, veh/h	1767	1752	1527	228	1725	1585
Grp Volume(v), veh/h	289	402	0	493	91	234
Grp Sat Flow(s),veh/h/ln	1767	1752	0	1755	1725	1585
Q Serve(g_s), s	0.0	4.4	0.0	9.7	2.2	1.2
Cycle Q Clear(g_c), s	0.0	4.4	0.0	9.7	2.2	1.2
Prop In Lane	1.00			0.13	1.00	1.00
Lane Grp Cap(c), veh/h	519	1168	0	784	189	346
V/C Ratio(X)	0.56	0.34	0.00	0.63	0.48	0.68
Avail Cap(c_a), veh/h	1314	1761	0	1764	1348	1411
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	0.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	15.4	3.2	0.0	9.5	18.7	16.0
Incr Delay (d2), s/veh	0.3	0.2	0.0	1.2	0.7	0.9
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	2.3	0.5	0.0	2.7	0.8	3.4
Unsig. Movement Delay, s/veh						
LnGrp Delay(d),s/veh	15.7	3.5	0.0	10.7	19.4	16.9
LnGrp LOS	B	A	A	B	B	B
Approach Vol, veh/h		691	493		325	
Approach Delay, s/veh		8.6	10.7		17.6	
Approach LOS		A	B		B	
Timer - Assigned Phs		2		4	5	6
Phs Duration (G+Y+Rc), s		34.9		9.9	9.9	25.0
Change Period (Y+Rc), s		5.0		5.0	5.0	5.0
Max Green Setting (Gmax), s		45.0		35.0	25.0	45.0
Max Q Clear Time (g_c+I1), s		6.4		4.2	2.0	11.7
Green Ext Time (p_c), s		3.8		0.5	0.4	4.8
Intersection Summary						
HCM 6th Ctrl Delay			11.2			
HCM 6th LOS			B			

DRAFT

4: Duanesburg Road & Proposed Driveway
HCM 6th TWSC

2024 Build
PM Peak Hour

Intersection						
Int Delay, s/veh	4.2					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	117	553	538	144	132	129
Future Vol, veh/h	117	553	538	144	132	129
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	200	-	-	-	0	85
Veh in Median Storage, #	-	0	0	-	2	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	0	8	5	0	0	0
Mvmt Flow	127	601	585	157	143	140

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	742	0	-	0	1519	664
Stage 1	-	-	-	-	664	-
Stage 2	-	-	-	-	855	-
Critical Hdwy	4.1	-	-	-	6.4	6.2
Critical Hdwy Stg 1	-	-	-	-	5.4	-
Critical Hdwy Stg 2	-	-	-	-	5.4	-
Follow-up Hdwy	2.2	-	-	-	3.5	3.3
Pot Cap-1 Maneuver	874	-	-	-	~ 132	464
Stage 1	-	-	-	-	516	-
Stage 2	-	-	-	-	420	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	874	-	-	-	~ 113	464
Mov Cap-2 Maneuver	-	-	-	-	308	-
Stage 1	-	-	-	-	441	-
Stage 2	-	-	-	-	420	-

Approach	EB	WB	SB
HCM Control Delay, s	1.7	0	21.4
HCM LOS			C

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	874	-	-	-	308	464
HCM Lane V/C Ratio	0.146	-	-	-	0.466	0.302
HCM Control Delay (s)	9.8	-	-	-	26.5	16.1
HCM Lane LOS	A	-	-	-	D	C
HCM 95th %tile Q(veh)	0.5	-	-	-	2.3	1.3

Notes

~: Volume exceeds capacity $: Delay exceeds 300s +: Computation Not Defined *: All major volume in platoon

DRAFT

1: Becker Road & Duanesburg Road
HCM 6th Signalized Intersection Summary

2023 Existing
SAT Peak Hour

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	118	162	0	38	216	205	5	32	31	156	25	127
Future Volume (veh/h)	118	162	0	38	216	205	5	32	31	156	25	127
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1760	1885	1900	1976	1870	1841	1976	1976	1976	1752	1900	1737
Adj Flow Rate, veh/h	131	180	0	42	240	0	6	36	20	173	28	0
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Percent Heavy Veh, %	14	1	0	0	2	4	0	0	0	10	0	11
Cap, veh/h	287	1102	0	543	580		95	248	124	404	43	
Arrive On Green	0.17	0.58	0.00	0.31	0.31	0.00	0.21	0.21	0.21	0.21	0.21	0.00
Sat Flow, veh/h	1676	1885	0	1272	1870	1560	63	1188	596	1269	207	1472
Grp Volume(v), veh/h	131	180	0	42	240	0	62	0	0	201	0	0
Grp Sat Flow(s),veh/h/ln	1676	1885	0	1272	1870	1560	1847	0	0	1476	0	1472
Q Serve(g_s), s	3.4	2.1	0.0	1.1	4.9	0.0	0.0	0.0	0.0	4.5	0.0	0.0
Cycle Q Clear(g_c), s	3.4	2.1	0.0	1.1	4.9	0.0	1.3	0.0	0.0	5.9	0.0	0.0
Prop In Lane	1.00		0.00	1.00		1.00	0.10		0.32	0.86		1.00
Lane Grp Cap(c), veh/h	287	1102	0	543	580		467	0	0	447	0	
V/C Ratio(X)	0.46	0.16	0.00	0.08	0.41		0.13	0.00	0.00	0.45	0.00	
Avail Cap(c_a), veh/h	1386	1558	0	1200	1546		1585	0	0	1621	0	
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	0.00	1.00	1.00	0.00	1.00	0.00	0.00	1.00	0.00	0.00
Uniform Delay (d), s/veh	18.0	4.6	0.0	11.9	13.2	0.0	15.7	0.0	0.0	17.3	0.0	0.0
Incr Delay (d2), s/veh	1.6	0.1	0.0	0.1	0.7	0.0	0.0	0.0	0.0	1.5	0.0	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.2	0.5	0.0	0.3	1.7	0.0	0.5	0.0	0.0	2.0	0.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	19.6	4.7	0.0	12.0	13.9	0.0	15.7	0.0	0.0	18.9	0.0	0.0
LnGrp LOS	B	A	A	B	B		B	A	A	B	A	
Approach Vol, veh/h		311			282			62			201	
Approach Delay, s/veh		11.0			13.6			15.7			18.9	
Approach LOS		B			B			B			B	
Timer - Assigned Phs		2		4	5	6		8				
Phs Duration (G+Y+Rc), s		33.3		15.1	13.3	20.0		15.1				
Change Period (Y+Rc), s		5.0		5.0	5.0	5.0		5.0				
Max Green Setting (Gmax), s		40.0		50.0	40.0	40.0		40.0				
Max Q Clear Time (g_c+I1), s		4.1		7.9	5.4	6.9		3.3				
Green Ext Time (p_c), s		1.4		2.6	0.6	2.2		0.2				

Intersection Summary	
HCM 6th Ctrl Delay	14.0
HCM 6th LOS	B

Notes

Unsignalized Delay for [WBR, SBR] is excluded from calculations of the approach delay and intersection delay.

2: Pangburn Road & Duanesburg Road
HCM 6th Signalized Intersection Summary

2023 Existing
SAT Peak Hour

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Volume (veh/h)	2	87	8	95	137	16	7	8	74	10	7	1
Future Volume (veh/h)	2	87	8	95	137	16	7	8	74	10	7	1
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1900	1870	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Adj Flow Rate, veh/h	2	99	7	108	156	18	8	9	32	11	8	1
Peak Hour Factor	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88
Percent Heavy Veh, %	0	2	0	0	0	0	0	0	0	0	0	0
Cap, veh/h	129	885	62	421	550	55	164	22	80	259	49	6
Arrive On Green	0.51	0.51	0.51	0.51	0.51	0.51	0.07	0.07	0.07	0.07	0.07	0.07
Sat Flow, veh/h	7	1719	120	486	1069	106	271	305	1083	919	669	84
Grp Volume(v), veh/h	108	0	0	282	0	0	49	0	0	20	0	0
Grp Sat Flow(s),veh/h/ln	1845	0	0	1661	0	0	1658	0	0	1672	0	0
Q Serve(g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.5	0.0	0.0	0.0	0.0	0.0
Cycle Q Clear(g_c), s	0.9	0.0	0.0	2.5	0.0	0.0	0.8	0.0	0.0	0.3	0.0	0.0
Prop In Lane	0.02		0.06	0.38		0.06	0.16		0.65	0.55		0.05
Lane Grp Cap(c), veh/h	1076	0	0	1026	0	0	265	0	0	314	0	0
V/C Ratio(X)	0.10	0.00	0.00	0.27	0.00	0.00	0.18	0.00	0.00	0.06	0.00	0.00
Avail Cap(c_a), veh/h	2960	0	0	2677	0	0	1538	0	0	1544	0	0
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	0.00	1.00	0.00	0.00	1.00	0.00	0.00	1.00	0.00	0.00
Uniform Delay (d), s/veh	3.6	0.0	0.0	4.0	0.0	0.0	12.9	0.0	0.0	12.6	0.0	0.0
Incr Delay (d2), s/veh	0.1	0.0	0.0	0.2	0.0	0.0	0.1	0.0	0.0	0.0	0.0	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.0	0.0	0.0	0.1	0.0	0.0	0.2	0.0	0.0	0.1	0.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	3.7	0.0	0.0	4.2	0.0	0.0	13.0	0.0	0.0	12.7	0.0	0.0
LnGrp LOS	A	A	A	A	A	A	B	A	A	B	A	A
Approach Vol, veh/h		108			282			49			20	
Approach Delay, s/veh		3.7			4.2			13.0			12.7	
Approach LOS		A			A			B			B	
Timer - Assigned Phs		2		4		6		8				
Phs Duration (G+Y+Rc), s		21.0		8.1		21.0		8.1				
Change Period (Y+Rc), s		6.0		6.0		6.0		6.0				
Max Green Setting (Gmax), s		45.0		25.0		45.0		25.0				
Max Q Clear Time (g_c+I1), s		2.9		2.3		4.5		2.8				
Green Ext Time (p_c), s		0.8		0.0		2.3		0.1				
Intersection Summary												
HCM 6th Ctrl Delay			5.4									
HCM 6th LOS			A									

DRAFT

3: Duanesburg Road & Burdeck Street
HCM 6th Signalized Intersection Summary

2023 Existing
SAT Peak Hour

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Volume (veh/h)	246	306	213	59	68	182
Future Volume (veh/h)	246	306	213	59	68	182
Initial Q (Qb), veh	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00			1.00	1.00	1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No	No		No	
Adj Sat Flow, veh/h/ln	1900	1826	1811	1900	1885	1885
Adj Flow Rate, veh/h	308	382	266	64	85	181
Peak Hour Factor	0.80	0.80	0.80	0.80	0.80	0.80
Percent Heavy Veh, %	0	5	6	0	1	1
Cap, veh/h	651	1221	631	152	193	347
Arrive On Green	0.11	0.67	0.45	0.45	0.11	0.11
Sat Flow, veh/h	1810	1826	1411	339	1795	1598
Grp Volume(v), veh/h	308	382	0	330	85	181
Grp Sat Flow(s),veh/h/ln	1810	1826	0	1750	1795	1598
Q Serve(g_s), s	0.0	3.9	0.0	5.7	2.0	0.0
Cycle Q Clear(g_c), s	0.0	3.9	0.0	5.7	2.0	0.0
Prop In Lane	1.00			0.19	1.00	1.00
Lane Grp Cap(c), veh/h	651	1221	0	783	193	347
V/C Ratio(X)	0.47	0.31	0.00	0.42	0.44	0.52
Avail Cap(c_a), veh/h	1465	1838	0	1761	1406	1426
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	0.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	11.9	3.1	0.0	8.4	18.7	15.5
Incr Delay (d2), s/veh	0.2	0.2	0.0	0.5	0.6	0.5
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.9	0.4	0.0	1.5	0.7	0.0
Unsig. Movement Delay, s/veh						
LnGrp Delay(d),s/veh	12.1	3.3	0.0	8.9	19.3	15.9
LnGrp LOS	B	A	A	A	B	B
Approach Vol, veh/h		690	330		266	
Approach Delay, s/veh		7.3	8.9		17.0	
Approach LOS		A	A		B	
Timer - Assigned Phs		2		4	5	6
Phs Duration (G+Y+Rc), s		34.9		9.8	9.9	25.0
Change Period (Y+Rc), s		5.0		5.0	5.0	5.0
Max Green Setting (Gmax), s		45.0		35.0	25.0	45.0
Max Q Clear Time (g_c+I1), s		5.9		4.0	2.0	7.7
Green Ext Time (p_c), s		3.5		0.4	0.4	3.0
Intersection Summary						
HCM 6th Ctrl Delay			9.7			
HCM 6th LOS			A			

DRAFT

1: Becker Road & Duanesburg Road
HCM 6th Signalized Intersection Summary

2024 No Build
SAT Peak Hour

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	118	163	0	38	217	210	5	32	31	162	25	127
Future Volume (veh/h)	118	163	0	38	217	210	5	32	31	162	25	127
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1760	1885	1900	1976	1870	1841	1976	1976	1976	1752	1900	1737
Adj Flow Rate, veh/h	131	181	0	42	241	0	6	36	20	180	28	0
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Percent Heavy Veh, %	14	1	0	0	2	4	0	0	0	10	0	11
Cap, veh/h	285	1093	0	538	575		94	256	128	412	43	
Arrive On Green	0.17	0.58	0.00	0.31	0.31	0.00	0.22	0.22	0.22	0.22	0.22	0.00
Sat Flow, veh/h	1676	1885	0	1271	1870	1560	62	1189	596	1274	198	1472
Grp Volume(v), veh/h	131	181	0	42	241	0	62	0	0	208	0	0
Grp Sat Flow(s),veh/h/ln	1676	1885	0	1271	1870	1560	1847	0	0	1472	0	1472
Q Serve(g_s), s	3.4	2.2	0.0	1.2	5.0	0.0	0.0	0.0	0.0	4.8	0.0	0.0
Cycle Q Clear(g_c), s	3.4	2.2	0.0	1.2	5.0	0.0	1.3	0.0	0.0	6.1	0.0	0.0
Prop In Lane	1.00		0.00	1.00		1.00	0.10		0.32	0.87		1.00
Lane Grp Cap(c), veh/h	285	1093	0	538	575		478	0	0	454	0	
V/C Ratio(X)	0.46	0.17	0.00	0.08	0.42		0.13	0.00	0.00	0.46	0.00	
Avail Cap(c_a), veh/h	1374	1545	0	1189	1533		1572	0	0	1605	0	
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	0.00	1.00	1.00	0.00	1.00	0.00	0.00	1.00	0.00	0.00
Uniform Delay (d), s/veh	18.2	4.8	0.0	12.1	13.4	0.0	15.5	0.0	0.0	17.3	0.0	0.0
Incr Delay (d2), s/veh	1.6	0.1	0.0	0.1	0.7	0.0	0.0	0.0	0.0	1.5	0.0	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.3	0.5	0.0	0.3	1.8	0.0	0.5	0.0	0.0	2.1	0.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	19.9	4.9	0.0	12.2	14.1	0.0	15.6	0.0	0.0	18.8	0.0	0.0
LnGrp LOS	B	A	A	B	B		B	A	A	B	A	
Approach Vol, veh/h		312			283			62			208	
Approach Delay, s/veh		11.2			13.8			15.6			18.8	
Approach LOS		B			B			B			B	
Timer - Assigned Phs		2		4	5	6		8				
Phs Duration (G+Y+Rc), s		33.3		15.5	13.3	20.0		15.5				
Change Period (Y+Rc), s		5.0		5.0	5.0	5.0		5.0				
Max Green Setting (Gmax), s		40.0		50.0	40.0	40.0		40.0				
Max Q Clear Time (g_c+I1), s		4.2		8.1	5.4	7.0		3.3				
Green Ext Time (p_c), s		1.4		2.7	0.6	2.2		0.2				

Intersection Summary	
HCM 6th Ctrl Delay	14.2
HCM 6th LOS	B

Notes

Unsignalized Delay for [WBR, SBR] is excluded from calculations of the approach delay and intersection delay.

2: Pangburn Road & Duanesburg Road
HCM 6th Signalized Intersection Summary

2024 No Build
SAT Peak Hour

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔			↔			↔			↔	
Traffic Volume (veh/h)	2	88	8	95	137	16	7	8	74	10	7	1
Future Volume (veh/h)	2	88	8	95	137	16	7	8	74	10	7	1
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1900	1870	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Adj Flow Rate, veh/h	2	100	7	108	156	17	8	9	41	11	8	1
Peak Hour Factor	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88
Percent Heavy Veh, %	0	2	0	0	0	0	0	0	0	0	0	0
Cap, veh/h	128	879	61	419	548	51	158	21	94	264	54	7
Arrive On Green	0.51	0.51	0.51	0.51	0.51	0.51	0.08	0.08	0.08	0.08	0.08	0.08
Sat Flow, veh/h	7	1720	119	488	1072	100	226	258	1168	922	671	84
Grp Volume(v), veh/h	109	0	0	281	0	0	58	0	0	20	0	0
Grp Sat Flow(s),veh/h/ln	1845	0	0	1661	0	0	1652	0	0	1677	0	0
Q Serve(g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.7	0.0	0.0	0.0	0.0	0.0
Cycle Q Clear(g_c), s	0.9	0.0	0.0	2.5	0.0	0.0	1.0	0.0	0.0	0.3	0.0	0.0
Prop In Lane	0.02		0.06	0.38		0.06	0.14		0.71	0.55		0.05
Lane Grp Cap(c), veh/h	1068	0	0	1018	0	0	272	0	0	325	0	0
V/C Ratio(X)	0.10	0.00	0.00	0.28	0.00	0.00	0.21	0.00	0.00	0.06	0.00	0.00
Avail Cap(c_a), veh/h	2939	0	0	2657	0	0	1522	0	0	1528	0	0
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	0.00	1.00	0.00	0.00	1.00	0.00	0.00	1.00	0.00	0.00
Uniform Delay (d), s/veh	3.7	0.0	0.0	4.1	0.0	0.0	12.8	0.0	0.0	12.6	0.0	0.0
Incr Delay (d2), s/veh	0.1	0.0	0.0	0.2	0.0	0.0	0.1	0.0	0.0	0.0	0.0	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.0	0.0	0.0	0.1	0.0	0.0	0.2	0.0	0.0	0.1	0.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	3.8	0.0	0.0	4.3	0.0	0.0	13.0	0.0	0.0	12.6	0.0	0.0
LnGrp LOS	A	A	A	A	A	A	B	A	A	B	A	A
Approach Vol, veh/h		109			281			58			20	
Approach Delay, s/veh		3.8			4.3			13.0			12.6	
Approach LOS		A			A			B			B	
Timer - Assigned Phs		2		4		6		8				
Phs Duration (G+Y+Rc), s		21.0		8.4		21.0		8.4				
Change Period (Y+Rc), s		6.0		6.0		6.0		6.0				
Max Green Setting (Gmax), s		45.0		25.0		45.0		25.0				
Max Q Clear Time (g_c+I1), s		2.9		2.3		4.5		3.0				
Green Ext Time (p_c), s		0.8		0.0		2.3		0.1				
Intersection Summary												
HCM 6th Ctrl Delay			5.6									
HCM 6th LOS			A									

DRAFT

3: Duanesburg Road & Burdeck Street
HCM 6th Signalized Intersection Summary

2024 No Build
SAT Peak Hour

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Volume (veh/h)	247	314	218	59	69	182
Future Volume (veh/h)	247	314	218	59	69	182
Initial Q (Qb), veh	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00			1.00	1.00	1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No	No		No	
Adj Sat Flow, veh/h/ln	1900	1826	1811	1900	1885	1885
Adj Flow Rate, veh/h	309	392	272	63	86	181
Peak Hour Factor	0.80	0.80	0.80	0.80	0.80	0.80
Percent Heavy Veh, %	0	5	6	0	1	1
Cap, veh/h	648	1221	636	147	193	347
Arrive On Green	0.11	0.67	0.45	0.45	0.11	0.11
Sat Flow, veh/h	1810	1826	1422	329	1795	1598
Grp Volume(v), veh/h	309	392	0	335	86	181
Grp Sat Flow(s),veh/h/ln	1810	1826	0	1752	1795	1598
Q Serve(g_s), s	0.0	4.1	0.0	5.8	2.0	0.0
Cycle Q Clear(g_c), s	0.0	4.1	0.0	5.8	2.0	0.0
Prop In Lane	1.00			0.19	1.00	1.00
Lane Grp Cap(c), veh/h	648	1221	0	784	193	347
V/C Ratio(X)	0.48	0.32	0.00	0.43	0.44	0.52
Avail Cap(c_a), veh/h	1462	1838	0	1763	1405	1425
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	0.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	12.1	3.1	0.0	8.4	18.7	15.4
Incr Delay (d2), s/veh	0.2	0.2	0.0	0.5	0.6	0.5
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.9	0.5	0.0	1.6	0.8	0.0
Unsig. Movement Delay, s/veh						
LnGrp Delay(d),s/veh	12.3	3.3	0.0	9.0	19.3	15.9
LnGrp LOS	B	A	A	A	B	B
Approach Vol, veh/h		701	335		267	
Approach Delay, s/veh		7.3	9.0		17.0	
Approach LOS		A	A		B	
Timer - Assigned Phs		2		4	5	6
Phs Duration (G+Y+Rc), s		34.9		9.8	9.9	25.0
Change Period (Y+Rc), s		5.0		5.0	5.0	5.0
Max Green Setting (Gmax), s		45.0		35.0	25.0	45.0
Max Q Clear Time (g_c+I1), s		6.1		4.0	2.0	7.8
Green Ext Time (p_c), s		3.6		0.4	0.4	3.0
Intersection Summary						
HCM 6th Ctrl Delay			9.7			
HCM 6th LOS			A			

DRAFT

1: Becker Road & Duanesburg Road
HCM 6th Signalized Intersection Summary

2024 Build
SAT Peak Hour

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	118	188	0	38	244	301	5	32	31	249	25	127
Future Volume (veh/h)	118	188	0	38	244	301	5	32	31	249	25	127
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1760	1885	1900	1976	1870	1841	1976	1976	1976	1752	1900	1737
Adj Flow Rate, veh/h	131	209	0	42	271	0	6	36	20	277	28	0
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Percent Heavy Veh, %	14	1	0	0	2	4	0	0	0	10	0	11
Cap, veh/h	264	984	0	470	511		90	352	176	512	39	
Arrive On Green	0.16	0.52	0.00	0.27	0.27	0.00	0.30	0.30	0.30	0.30	0.30	0.00
Sat Flow, veh/h	1676	1885	0	1239	1870	1560	62	1189	596	1307	132	1472
Grp Volume(v), veh/h	131	209	0	42	271	0	62	0	0	305	0	0
Grp Sat Flow(s),veh/h/ln	1676	1885	0	1239	1870	1560	1847	0	0	1439	0	1472
Q Serve(g_s), s	3.9	3.3	0.0	1.4	6.8	0.0	0.0	0.0	0.0	8.9	0.0	0.0
Cycle Q Clear(g_c), s	3.9	3.3	0.0	1.4	6.8	0.0	1.3	0.0	0.0	10.2	0.0	0.0
Prop In Lane	1.00		0.00	1.00		1.00	0.10		0.32	0.91		1.00
Lane Grp Cap(c), veh/h	264	984	0	470	511		618	0	0	551	0	
V/C Ratio(X)	0.50	0.21	0.00	0.09	0.53		0.10	0.00	0.00	0.55	0.00	
Avail Cap(c_a), veh/h	1222	1374	0	1035	1364		1402	0	0	1416	0	
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	0.00	1.00	1.00	0.00	1.00	0.00	0.00	1.00	0.00	0.00
Uniform Delay (d), s/veh	21.1	7.0	0.0	15.0	16.9	0.0	14.1	0.0	0.0	17.1	0.0	0.0
Incr Delay (d2), s/veh	2.0	0.2	0.0	0.1	1.2	0.0	0.0	0.0	0.0	1.9	0.0	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.5	1.0	0.0	0.4	2.6	0.0	0.5	0.0	0.0	3.3	0.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	23.2	7.2	0.0	15.1	18.2	0.0	14.1	0.0	0.0	18.9	0.0	0.0
LnGrp LOS	C	A	A	B	B		B	A	A	B	A	
Approach Vol, veh/h		340			313			62			305	
Approach Delay, s/veh		13.4			17.7			14.1			18.9	
Approach LOS		B			B			B			B	
Timer - Assigned Phs		2		4	5	6		8				
Phs Duration (G+Y+Rc), s		33.6		21.2	13.6	20.0		21.2				
Change Period (Y+Rc), s		5.0		5.0	5.0	5.0		5.0				
Max Green Setting (Gmax), s		40.0		50.0	40.0	40.0		40.0				
Max Q Clear Time (g_c+I1), s		5.3		12.2	5.9	8.8		3.3				
Green Ext Time (p_c), s		1.7		4.1	0.6	2.5		0.2				

Intersection Summary	
HCM 6th Ctrl Delay	16.4
HCM 6th LOS	B

Notes

Unsignalized Delay for [WBR, SBR] is excluded from calculations of the approach delay and intersection delay.

2: Pangburn Road & Duanesburg Road
HCM 6th Signalized Intersection Summary

2024 Build
SAT Peak Hour

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔			↔			↔			↔	
Traffic Volume (veh/h)	2	101	8	108	151	16	7	8	86	10	7	1
Future Volume (veh/h)	2	101	8	108	151	16	7	8	86	10	7	1
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1900	1870	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Adj Flow Rate, veh/h	2	115	7	123	172	17	8	9	55	11	8	1
Peak Hour Factor	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88
Percent Heavy Veh, %	0	2	0	0	0	0	0	0	0	0	0	0
Cap, veh/h	126	879	53	423	534	45	149	20	111	265	67	8
Arrive On Green	0.51	0.51	0.51	0.51	0.51	0.51	0.09	0.09	0.09	0.09	0.09	0.09
Sat Flow, veh/h	6	1738	104	501	1056	90	161	222	1242	853	753	85
Grp Volume(v), veh/h	124	0	0	312	0	0	72	0	0	20	0	0
Grp Sat Flow(s),veh/h/ln	1848	0	0	1647	0	0	1625	0	0	1691	0	0
Q Serve(g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	1.0	0.0	0.0	0.0	0.0	0.0
Cycle Q Clear(g_c), s	1.1	0.0	0.0	2.9	0.0	0.0	1.2	0.0	0.0	0.3	0.0	0.0
Prop In Lane	0.02		0.06	0.39		0.05	0.11		0.76	0.55		0.05
Lane Grp Cap(c), veh/h	1058	0	0	1002	0	0	280	0	0	340	0	0
V/C Ratio(X)	0.12	0.00	0.00	0.31	0.00	0.00	0.26	0.00	0.00	0.06	0.00	0.00
Avail Cap(c_a), veh/h	2914	0	0	2609	0	0	1500	0	0	1505	0	0
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	0.00	1.00	0.00	0.00	1.00	0.00	0.00	1.00	0.00	0.00
Uniform Delay (d), s/veh	3.9	0.0	0.0	4.3	0.0	0.0	12.9	0.0	0.0	12.4	0.0	0.0
Incr Delay (d2), s/veh	0.1	0.0	0.0	0.2	0.0	0.0	0.2	0.0	0.0	0.0	0.0	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.0	0.0	0.0	0.1	0.0	0.0	0.3	0.0	0.0	0.1	0.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	4.0	0.0	0.0	4.6	0.0	0.0	13.0	0.0	0.0	12.4	0.0	0.0
LnGrp LOS	A	A	A	A	A	A	B	A	A	B	A	A
Approach Vol, veh/h		124			312			72			20	
Approach Delay, s/veh		4.0			4.6			13.0			12.4	
Approach LOS		A			A			B			B	
Timer - Assigned Phs		2		4		6		8				
Phs Duration (G+Y+Rc), s		21.0		8.7		21.0		8.7				
Change Period (Y+Rc), s		6.0		6.0		6.0		6.0				
Max Green Setting (Gmax), s		45.0		25.0		45.0		25.0				
Max Q Clear Time (g_c+I1), s		3.1		2.3		4.9		3.2				
Green Ext Time (p_c), s		0.9		0.0		2.6		0.2				
Intersection Summary												
HCM 6th Ctrl Delay			5.9									
HCM 6th LOS			A									

DRAFT

3: Duanesburg Road & Burdeck Street
HCM 6th Signalized Intersection Summary

2024 Build
SAT Peak Hour

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Volume (veh/h)	300	404	306	59	69	232
Future Volume (veh/h)	300	404	306	59	69	232
Initial Q (Qb), veh	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00			1.00	1.00	1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No	No		No	
Adj Sat Flow, veh/h/ln	1900	1826	1811	1900	1885	1885
Adj Flow Rate, veh/h	375	505	382	63	86	243
Peak Hour Factor	0.80	0.80	0.80	0.80	0.80	0.80
Percent Heavy Veh, %	0	5	6	0	1	1
Cap, veh/h	566	1219	676	111	197	351
Arrive On Green	0.11	0.67	0.45	0.45	0.11	0.11
Sat Flow, veh/h	1810	1826	1516	250	1795	1598
Grp Volume(v), veh/h	375	505	0	445	86	243
Grp Sat Flow(s),veh/h/ln	1810	1826	0	1766	1795	1598
Q Serve(g_s), s	0.0	5.7	0.0	8.4	2.0	1.3
Cycle Q Clear(g_c), s	0.0	5.7	0.0	8.4	2.0	1.3
Prop In Lane	1.00			0.14	1.00	1.00
Lane Grp Cap(c), veh/h	566	1219	0	787	197	351
V/C Ratio(X)	0.66	0.41	0.00	0.57	0.44	0.69
Avail Cap(c_a), veh/h	1374	1831	0	1771	1400	1423
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	0.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	15.1	3.4	0.0	9.2	18.7	16.1
Incr Delay (d2), s/veh	0.5	0.3	0.0	0.9	0.6	0.9
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	8.0	0.7	0.0	2.3	0.8	3.6
Unsig. Movement Delay, s/veh						
LnGrp Delay(d),s/veh	15.6	3.7	0.0	10.1	19.3	17.0
LnGrp LOS	B	A	A	B	B	B
Approach Vol, veh/h		880	445		329	
Approach Delay, s/veh		8.8	10.1		17.6	
Approach LOS		A	B		B	
Timer - Assigned Phs		2		4	5	6
Phs Duration (G+Y+Rc), s		35.0		9.9	10.0	25.0
Change Period (Y+Rc), s		5.0		5.0	5.0	5.0
Max Green Setting (Gmax), s		45.0		35.0	25.0	45.0
Max Q Clear Time (g_c+I1), s		7.7		4.0	2.0	10.4
Green Ext Time (p_c), s		5.0		0.5	0.5	4.2
Intersection Summary						
HCM 6th Ctrl Delay			10.9			
HCM 6th LOS			B			

DRAFT

4: Duanesburg Road & Proposed Driveway
HCM 6th TWSC

2024 Build
SAT Peak Hour

Intersection						
Int Delay, s/veh	8.7					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	191	278	412	190	222	170
Future Vol, veh/h	191	278	412	190	222	170
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	200	-	-	-	0	85
Veh in Median Storage, #	-	0	0	-	2	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	0	5	3	0	0	0
Mvmt Flow	208	302	448	207	241	185

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	655	0	-	0	1270	552
Stage 1	-	-	-	-	552	-
Stage 2	-	-	-	-	718	-
Critical Hdwy	4.1	-	-	-	6.4	6.2
Critical Hdwy Stg 1	-	-	-	-	5.4	-
Critical Hdwy Stg 2	-	-	-	-	5.4	-
Follow-up Hdwy	2.2	-	-	-	3.5	3.3
Pot Cap-1 Maneuver	942	-	-	-	~ 187	537
Stage 1	-	-	-	-	581	-
Stage 2	-	-	-	-	487	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	942	-	-	-	~ 146	537
Mov Cap-2 Maneuver	-	-	-	-	343	-
Stage 1	-	-	-	-	453	-
Stage 2	-	-	-	-	487	-

Approach	EB	WB	SB
HCM Control Delay, s	4	0	27.5
HCM LOS			D

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	942	-	-	-	343	537
HCM Lane V/C Ratio	0.22	-	-	-	0.704	0.344
HCM Control Delay (s)	9.9	-	-	-	37	15.2
HCM Lane LOS	A	-	-	-	E	C
HCM 95th %tile Q(veh)	0.8	-	-	-	5.1	1.5

Notes

~: Volume exceeds capacity $: Delay exceeds 300s +: Computation Not Defined *: All major volume in platoon

DRAFT

To: Tiffany Marsh
GDP Lville Rotterdam, LLC
145 Otterkill Road
PO Box 55
Mountainville, NY 10953

Date: 11/13/2024

Project #: 22286.00

From: Wendy Holsberger, PE, PTOE, RSP1

Re: Preliminary Construction Cost Estimate

Overview

The intent of this memo is to provide a preliminary construction cost estimate for the construction of a new pedestrian crossing across Duanesburg Road (NY Route 7) on the westerly approach of the Duanesburg Road at Sabre Drive intersection.

Scope of Work

- New curb ramps on both sides of Duanesburg Road (assumes no right-of-way costs)
- Roadway striping modifications, including crosswalk striping, stop bar relocation, etc.
- A new pedestrian signal, with push buttons and countdown timers and necessary updates to the existing traffic signal (assumes that the existing signal controller can handle the additional wiring for the pedestrian signal)
- Incidentals including survey work and traffic control for the work zone

Preliminary Construction Cost Estimate

A preliminary construction cost estimate was prepared utilizing the New York State Department of Transportation Preliminary Cost Estimate Tool. The total preliminary estimated construction cost for the pedestrian crossing is $46,000, which includes a 15% contingency.

DRAFT

Schalmont
CENTRAL SCHOOL DISTRICT

District Office
4 Sabre Drive, Schenectady, NY 12306
Phone: 518-355-9200 | Fax: 518-355-9203

Dr. Thomas B. Reardon, *Superintendent of Schools*, Ext. 4001

November 16, 2023

Mr. Peter Comenzo, Senior Planner
Town of Rotterdam
1100 Sunrise Boulevard
Schenectady, NY 12306

Dear Mr. Comenzo:

Based on the preliminary plans for the construction of a BJ's Wholesale Club across the street from the Schalmont Central School District Secondary Campus, it would be most beneficial if a crosswalk at the light and sidewalk west to the proposed entrance could be installed as part of the project.

Such installation would provide assurance that any students, staff, or community members walking to and from our campus to this location would have the means of safely crossing Route 7. Considering the increase in traffic, one can expect due to this construction, I would consider this crosswalk a necessity.

If you have any questions, please don't hesitate to contact me.

Sincerely,

Dr. Thomas B. Reardon, Ed.D.
Superintendent of Schools

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TOWN OF ROTTERDAM
PUBLIC WORKS

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ZONING COORDINATION REFERRAL

SCHENECTADY COUNTY DEPT. OF ECONOMIC DEVELOPMENT & PLANNING

Recommendations shall be made within 30 days after receipt of a full statement of the proposed action.

For Use By SCDEDP
Received 11-9-23
Case No. R-16-23
Returned 11-28-23

FROM: ☑ Legislative Body ☐ Zoning Board of Appeals ☐ Planning Board

Municipality: Rotterdam

TO: Schenectady County Department of Economic Development and Planning
Schaffer Heights, 107 Nott Terrace, Suite 303
Schenectady, NY 12308

(tel.) 386-2225
(fax) 382-5539

Received
Schenectady County
NOV 09 2023
Economic Development and Planning Dept.

ACTION:
☐ Zoning Code/Law Amendment
☐ Zoning Map Amendment
☐ Subdivision Review
☐ Site Plan Review
☐ Special Permit
☐ Use Variance
☐ Area Variance
☑ Other (specify) COZ

PUBLIC HEARING OR MEETING DATE: December 13, 2023

SUBJECT:

Change of Zone request on± 17.3 acres from Agricultural (A-1) to General Business (B-2). The applicant would like to construct a 102,500 square foot BJ's Wholesale Club with associated 8 island fueling station at 900 Duanesburg Road (Tax Map No. 57-3-7.112), and 2,000 square foot retail building with associated drive thru at 880 Duanesburg Road (Tax Map No. 57.7-1-1.2).

REQUIRED ENCLOSURES:
1. Public hearing notice & copy of the application.
2. Map of property affected. (Including Tax Map I.D. number if available)
3. Completed environmental assessment form and all other materials required by the referring body in order to make its determination of significance pursuant to the state environmental quality review act.

1. This zoning case is forwarded to your office for review in compliance with Sections 239-l, 239-m and 239-n of Article 12-B of the General Municipal Law, New York State.

2. This material is sent to you for review and recommendation because the property affected by the proposed action is located within 500 feet of the following:

☐ the boundary of any city, village or town;
☐ the boundary of any existing or proposed County or State park or other recreation area;
☐ the right-of-way of any existing or proposed County or State parkway, thruway, expressway, road or highway;
☐ the existing or proposed right-of-way of any stream or drainage channel owned by the County or for which the County has established channel lines;
☐ the existing or proposed boundary of any County or State-owned land on which a public building or institution is situated;
☐ the boundary of a farm operation located in an agricultural district, as defined by Article 25-AA of the agriculture and markets law. The referral requirement of this subparagraph shall not apply to the granting of area variances.

SUBMITTED BY:

Name: Joanne Schillaci Title: Zoning Officer

Address: 1100 Sunrise Blvd., Schenectady, New York 12306

E-mail: jschillaci@rotterdamny.org Phone: 518-355-7575 ext. 332

Joanne Schillaci
Signature

Date: 11/1/23

DRAFT

PLANNING & ZONING COORDINATION REFERRAL

Case No. R-16-23 Applicant GDP Ville Rotterdam, LLC

Referring Officer Joanne Schillaci Municipality Rotterdam

Considerations: Regarding a 17.3 acre vacant parcel, requesting a change in zone from Agricultural (A-1) to General Business (B-2) to construct a 102,500 SF BJ's Wholesale Club with 16 fuel pumps and a 2,000 SF retail building with drive thru. Located on the northeasterly corner of the I-88 access ramp and Duanesburg Road (SR 7) intersection. Access is proposed to SR 7. Municipal water and individual septic is proposed.

RECOMMENDATION

Receipt of zoning referral is acknowledged on November 9, 2023. Please be advised that the undersigned Commissioner of Economic Development and Planning of the County of Schenectady (having under the Schenectady County Charter the powers and duties of a County Planning Board) has reviewed the proposed action stated on the opposite side of this form and makes the following recommendations:

☐ ***Approve of the proposal.**

☑ **Defer to local consideration (No significant county-wide or inter-community impact)**

☐ **Modify/Conditionally Approve.** Conditions:

☐ **Advisory Note:**

☐ **Disapprove.** Reason:

*A recommendation of approval should not be interpreted that the County has reviewed all local concerns and/or endorses the project; rather the proposed action has met certain County considerations.

Section 239-m of the general Municipal Law requires that within 30 days after final action, the referring body shall file a report of the final action it has taken with the Schenectady County Department of Economic Development and Planning.. A referring body which acts contrary to a recommendation of modification or disapproval of a proposed action shall set forth the reasons for the contrary action in such report.

11/20/23
Date

Ray Gillen, Commissioner
Economic Development and Planning

DRAFT

NEW YORK STATE OF OPPORTUNITY. | Thruway Authority

KATHY HOCHUL
Governor

JOANNE M. MAHONEY
Chair

FRANK G. HOARE
Acting Executive Director

November 29, 2023

RECEIVED
DEC 0 4 2023
TOWN OF ROTTERDAM
PUBLIC WORKS

Peter Comenzo, Senior Planner
Department of Public Works
John F. Kirvin Government Center
1100 Sunrise Blvd.
Rotterdam, NY 12306

Re: Town of Rotterdam – SEQRA Lead Agency Status
Change of Zoning Request from Agricultural to General Business – 880 and 900 Duanesburg Road, Rotterdam, NY

Dear Mr. Comenzo:

The New York State Thruway Authority (Authority) concurs with the Town of Rotterdam's request to serve as the Lead Agency for State Environmental Quality Review Act for the above referenced Project.

The Town provided the Authority the available project information, for which we have the following comments:

The Stormwater Pollution and Prevention Plan for the project must be developed in accordance with the NYS DEC's Stormwater Management Design Manual and demonstrate no additional stormwater will be directed to the NYSTA right of way. The existing drainage patterns should remain.

The Authority appreciates being involved in the design development for this proposal to ensure there will be no adverse impacts to the Thruway system. The Authority will be providing comments on any subsequent design plans or other information, once available. Please submit any future correspondence directly to: Gary Raylinsky, Gary.Ralinsky@thruway.ny.gov

Sincerely,

Phil Serafino, Director
Albany Division

DRAFT

Peter Comenzo

From:	Wendy Holsberger <wholsberger@VHB.com>
Sent:	Wednesday, December 13, 2023 3:39 PM
To:	Peter Comenzo; Ryan Trunko (rtrunko@gpinet.com); Michael Wieszchowski (mwieszchowski@gpinet.com)
Cc:	Alanna Moran; Tiffany Marsh; mslevin@slevinlawfirm.com; Luigi Palleschi
Subject:	FW: [External] RE: BJ's Wholesale Club - Rotterdam
Attachments:	22286.00 Traffic Evaluation Rotterdam Retail.pdf
Follow Up Flag:	Follow up
Flag Status:	Flagged

Good afternoon Peter and GPI team- Please see the below message from NYSDOT regarding their review of the traffic study and conceptual approval of the site access with a modification to a single lane exiting the site.

Please let us know if you have questions.

Wendy

RECEIVED
DEC 13 2023
TOWN OF ROTTERDAM
PUBLIC WORKS

Wendy Holsberger, PE, PTOE
Managing Director, Long Island & Albany

P 518.389.3638
M 518.257.0427
www.vhb.com

100 Motor Parkway
Suite 350
Hauppauge NY 11788-5120

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From: Tedesco, Gaetano (DOT) <Gaetano.Tedesco@dot.ny.gov>
Sent: Wednesday, December 13, 2023 2:53 PM
To: Alanna Moran <amoran@VHB.com>
Cc: Wendy Holsberger <wholsberger@VHB.com>
Subject: [External] RE: BJ's Wholesale Club - Rotterdam

Alanna-

After our review of the of the attached Traffic Evaluation for the proposed BJ's Wholesale we conceptual approve of a single full access driveway location. The methodology, trip generation estimates, and trip distribution percentages seem reasonable. We agree with the conclusions of the study that the proposed development will not have a significant impact on the surrounding highway system and that minimal mitigation is required. One change we would like to see is a single exit lane rather than two lanes exiting the site.

DRAFT

We agree that the vegetation along the site frontage should be cleared and maintained a minimum of 14.5 feet back from the travel way to maintain good sight lines.

We approve the conceptual plan and are good with moving on to Stage 2 of the PERM 33-com.

Please feel free to reach out if you have any questions.

Thanks
Guy

Gaetano Tedesco, P.E.
Regional Permit Engineer, Region 1

New York State Department of Transportation
Region One – Traffic
50 Wolf Rd., Albany, NY 12232
(518) 457-9934 | Gaetano.Tedesco@dot.ny.gov

From: Alanna Moran <amoran@VHB.com>
Sent: Thursday, November 9, 2023 7:42 PM
To: Tedesco, Gaetano (DOT) <Gaetano.Tedesco@dot.ny.gov>
Cc: Wendy Holsberger <wholsberger@VHB.com>
Subject: BJ's Wholesale Club - Rotterdam

ATTENTION: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.

Guy,

Attached are the traffic evaluation and stage 1 of the Perm 33-COM for the proposed BJ's Wholesale Club with fueling positions located in the northeast quadrant of the Rt 7 (Duanesburg Rd)/I-88 access intersection in the Town of Rotterdam. The project includes a roughly 100ksf BJ's, 16 fueling positions, and a 2.2ksf outparcel for a coffee shop or quick serve restaurant. We looked at the weekday AM and PM and Saturday midday peak hours for analysis. A few things to note:

- The Town has hired GPI as a third party reviewer for the site SEQR and traffic analysis.
- The site will be served by a single full access driveway. Per VHB recommendations, the driveway was moved as far east as practicable while still providing good on-site circulation prior to submission to the Town.
- The analysis includes a queue evaluation to review potential interactions between the I-88 access signal controlled intersection and the proposed site driveway.
- The site driveway approach is recommended to provide two lanes exiting (left-turn lane and right-turn lane) and one lane entering. Rt 7 in front of the site provides one lane eastbound, one lane westbound, and a center two-way left-turn lane.
- The project requires a zoning change. The Town Board zoning change public hearing is scheduled for December 13. We expect comments from GPI prior to the 13th.
- We hope for a positive recommendation from the Town Board to be in front of the planning board mid-January.

Feel free to reach out with any questions. I expect that you'll need to run this through the signals group since the site driveway is about 700 feet east of the existing Rt 7/I-88 Access intersection. Happy to sit down and discuss the project with the Town, GPI, and NYSDOT.

DRAFT

Thanks,

Alanna Moran, PE
Senior Traffic Project Manager
Albany Office
Licensed in NY

P 518.389.3639
M 518.321.1319
www.vhb.com

100 Great Oaks Boulevard
Suite 118
Albany NY 12203-7924

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DRAFT

United States Department of the Interior

FISH AND WILDLIFE SERVICE
New York Ecological Services Field Office
3817 Luker Road
Cortland, NY 13045-9385
Phone: (607) 753-9334 Fax: (607) 753-9699
Email Address: fw5es_nyfo@fws.gov

RECEIVED
DEC 13 2023
TOWN OF ROTTERDAM
PUBLIC WORKS

In Reply Refer To:
Project code: 2024-0005047
Project Name: 900 & 880 Duanesburg Road

October 16, 2023

Federal Action Agency (if applicable):

Subject: Record of project representative's no effect determination for '900 & 880 Duanesburg Road'

Dear Jackie Pitts:

This letter records your determination using the Information for Planning and Consultation (IPaC) system provided to the U.S. Fish and Wildlife Service (Service) on October 16, 2023, for '900 & 880 Duanesburg Road' (here forward, Project). This project has been assigned Project Code 2024-0005047 and all future correspondence should clearly reference this number. **Please carefully review this letter.**

Ensuring Accurate Determinations When Using IPaC

The Service developed the IPaC system and associated species' determination keys in accordance with the Endangered Species Act of 1973 (ESA; 87 Stat. 884, as amended; 16 U.S.C. 1531 et seq.) and based on a standing analysis. All information submitted by the Project proponent into IPaC must accurately represent the full scope and details of the Project.

Failure to accurately represent or implement the Project as detailed in IPaC or the Northern Long-eared Bat Rangewide Determination Key (Dkey), invalidates this letter. ***Answers to certain questions in the DKey commit the project proponent to implementation of conservation measures that must be followed for the ESA determination to remain valid.***

Determination for the Northern Long-Eared Bat

Based upon your IPaC submission and a standing analysis, your project has reached the determination of "No Effect" on the northern long-eared bat. To make a no effect determination, the full scope of the proposed project implementation (action) should not have any effects (either positive or negative), to a federally listed species or designated critical habitat. Effects of the action are all consequences to listed species or critical habitat that are caused by the proposed

action, including the consequences of other activities that are caused by the proposed action. A consequence is caused by the proposed action if it would not occur but for the proposed action and it is reasonably certain to occur. Effects of the action may occur later in time and may include consequences occurring outside the immediate area involved in the action. (See § 402.17).

Under Section 7 of the ESA, if a federal action agency makes a no effect determination, no consultation with the Service is required (ESA §7). If a proposed Federal action may affect a listed species or designated critical habitat, formal consultation is required except when the Service concurs, in writing, that a proposed action "is not likely to adversely affect" listed species or designated critical habitat [50 CFR §402.02, 50 CFR§402.13].

Other Species and Critical Habitat that May be Present in the Action Area

The IPaC-assisted determination for the northern long-eared bat does not apply to the following ESA-protected species and/or critical habitat that also may occur in your Action area:

- Monarch Butterfly *Danaus plexippus* Candidate

You may coordinate with our Office to determine whether the Action may affect the animal species listed above and, if so, how they may be affected.

Next Steps

Based upon your IPaC submission, your project has reached the determination of "No Effect" on the northern long-eared bat. If there are no updates on listed species, no further consultation/ coordination for this project is required with respect to the northern long-eared bat. However, the Service recommends that project proponents re-evaluate the Project in IPaC if: 1) the scope, timing, duration, or location of the Project changes (includes any project changes or amendments); 2) new information reveals the Project may impact (positively or negatively) federally listed species or designated critical habitat; or 3) a new species is listed, or critical habitat designated. If any of the above conditions occurs, additional coordination with the Service should take place to ensure compliance with the Act.

If you have any questions regarding this letter or need further assistance, please contact the New York Ecological Services Field Office and reference Project Code 2024-0005047 associated with this Project.

DRAFT

Action Description
You provided to IPaC the following name and description for the subject Action.

1. Name

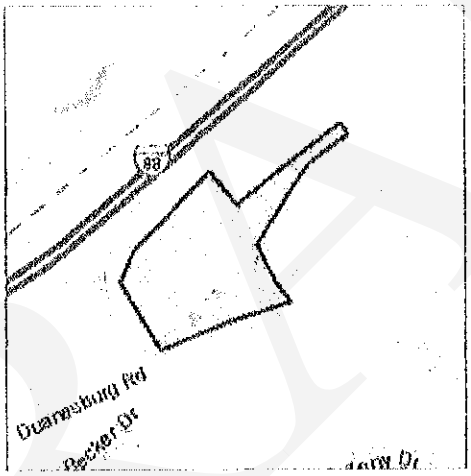
900 & 880 Duanesburg Road

2. Description

The following description was provided for the project '900 & 880 Duanesburg Road':

> The proposed project includes a commercial development of BJ's Wholesale Club, with a fueling station plaza, a proposed drive-thru restaurant, associated travel lanes, parking areas, stormwater management areas, with associated utility installation.

The approximate location of the project can be viewed in Google Maps: https://www.google.com/maps/@42.784240249999996,-74.02447231105904,14z



DRAFT

DETERMINATION KEY RESULT

Based on the information you provided, you have determined that the Proposed Action will have no effect on the Endangered northern long-eared bat (Myotis septentrionalis). Therefore, no consultation with the U.S. Fish and Wildlife Service pursuant to Section 7(a)(2) of the Endangered Species Act of 1973 (87 Stat. 884, as amended 16 U.S.C. 1531 *et seq.*) is required for those species.

QUALIFICATION INTERVIEW

1. Does the proposed project include, or is it reasonably certain to cause, intentional take of the northern long-eared bat or any other listed species?

   Note: Intentional take is defined as take that is the intended result of a project. Intentional take could refer to research, direct species management, surveys, and/or studies that include intentional handling/encountering, harassment, collection, or capturing of any individual of a federally listed threatened, endangered or proposed species?

   No

2. The proposed action does not intersect an area where the northern long-eared bat is likely to occur, based on the information available to U.S. Fish and Wildlife Service as of the most recent update of this key. If you have data that indicates that northern long-eared bats are likely to be present in the action area, answer "NO" and continue through the key.

   Do you want to make a no effect determination?

   Yes

DRAFT

PROJECT QUESTIONNAIRE

DRAFT

IPAC USER CONTACT INFORMATION

Agency: Private Entity
Name: Jackie Pitts
Address: 988 Route 146
City: Clifton Park
State: NY
Zip: 12065
Email jpitts@gvglandsurveyors.com
Phone: 5183830634

DRAFT

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Fish and Wildlife, New York Natural Heritage Program
625 Broadway, Fifth Floor, Albany, NY 12233-4757
P: (518) 402-8935 | F: (518) 402-8925
www.dec.ny.gov

November 30, 2023

Jackie Pitts
Gilbert VanGuilder Land Surveyor, PLLC
988 Route 146
Clifton Park, NY 12065

RECEIVED
DEC 13 2023
TOWN OF ROTTERDAM
PUBLIC WORKS

Re: 900 & 880 Duanesburg Rd Development
County: Schenectady Town/City: Rotterdam

Dear Jackie Pitts:

In response to your recent request, we have reviewed the New York Natural Heritage Program database with respect to the above project.

We have no records of rare or state-listed animals or plants, or significant natural communities at the project site or in its immediate vicinity.

The absence of data does not necessarily mean that rare or state-listed species, significant natural communities, or other significant habitats do not exist on or adjacent to the proposed site. Rather, our files currently do not contain information that indicates their presence. For most sites, comprehensive field surveys have not been conducted. We cannot provide a definitive statement on the presence or absence of all rare or state-listed species or significant natural communities. Depending on the nature of the project and the conditions at the project site, further information from on-site surveys or other resources may be required to fully assess impacts on biological resources.

This response applies only to known occurrences of rare or state-listed animals and plants, significant natural communities, and other significant habitats maintained in the Natural Heritage database. Your project may require additional review or permits; for information regarding other permits that may be required under state law for regulated areas or activities (e.g., regulated wetlands), please contact the NYS DEC Region 4 Office, Division of Environmental Permits, at dep.r4@dec.ny.gov.

Sincerely,

Heidi Krahling
Environmental Review Specialist
New York Natural Heritage Program

812

NEW YORK STATE OF OPPORTUNITY | Department of Environmental Conservation

DRAFT

NEW YORK STATE OF OPPORTUNITY. | Department of Transportation

KATHY HOCHUL
Governor

MARIE THERESE DOMINGUEZ
Commissioner

MICHAEL G. ARTHUR, P.E.
Regional Director

December 15, 2023

RECEIVED
DEC 19 2023
TOWN OF ROTTERDAM
PUBLIC WORKS

Mr. Peter Comenzo, Planner
Town of Rotterdam
Department of Public Works
1100 Sunrise Boulevard
Rotterdam, NY 12306

Re: SEQR: N/A
Rotterdam BJ's Wholesale Club
Property Address Line 1
Property Address Line 2

Dear Mr. Comenzo:

The New York State Department of Transportation has reviewed the SEQR documentation received per the correspondence dated **November 9, 2023,** and offers the following:

1. The NYSDOT acknowledges the **Town of Rotterdam Planning Board** will be designated as the Lead Agency for this environmental review. NYSDOT believes we are an **Involved** agency under SEQR.

2. The Town's 2022 Comprehensive plan considers Routes 7 and Interstate 88 "key transportation corridors", which the proposed project abuts. Given the sprawl development patterns on the western side of Interstate 90 in the town, further development in the area is expected and with that, additional users on state-maintained roads. The Comprehensive Plan further recognizes that the Route 7 corridor "lacks continuous pedestrian infrastructure". It is acknowledged that the egress location was moved further east to accommodate the turning lane onto Becker Road to access Interstate 88 from a previously submitted site plan in August 2023, but would suggest it be moved further east for improved site line given the volume of traffic and turning lane location.

   The proposed large commercial development and zoning change abuts the State Right of Way on multiple sides. Given the hydrology in the area the site is within the Municipal Separate Storm Sewer System (MS4) in a corridor prone to flooding. With three streams in the area and a culvert, storm water runoff inundating the roads and culvert is a concern. We suggest maximizing bioretention basins wherever possible, as appropriate.

DRAFT

3. It should be noted there are several CDTA bus stops serving the 351 route less than a mile east on Route 7. Additional pedestrian and bicycle users from the numerous housing developments, Middle and High School, and library neighboring the site should also be considered. The site plan includes an unspecified restaurant with drive through, which could potentially be a large draw for younger bicycle/pedestrian users given that the Middle and High School is across the street from the proposed development. It suggested that a signalized crosswalk be placed at the entrance to the Middle and Highschool across Route 7 installed and sidewalk from the crosswalk/School to the BJs and proposed restaurant with drive through to accommodate pedestrians.

   As the area has sparse bicycle and pedestrian facilities, any future development should consider implementing bicycle and pedestrian facilities as well as consider formally adopting Complete Streets policies to better accommodate and plan for bicycle and pedestrian users, improving linkages between community generators and fostering multimodal transportation options. It is also suggested that cross access easements to consolidate future curb cuts for future developments be considered in this corridor.

4. NYSDOT has received the site plans, SEQR application, and zoning change application.

5. Please note that NYSDOT does not allow new development to discharge stormwater into the highway stormwater management system.

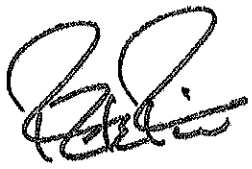
6. A NYSDOT Highway Work Permit (PERM 33-com) will be necessary for any work within the State right-of-way along Route 7.

7. In anticipation of the Highway Work Permit, a Traffic Impact Study may be required.

8. A PERM 32 NYSDOT permit application will be required for any utility work in the NYSDOT right-of-way. Please submit documentation the Town will take ownership of any proposed utilities in NYSDOT right-of-way.

If you have any questions pertaining to the Utility Permit process or requirements, please contact Matt Haggerty at Matt.Haggerty@dot.ny.gov or (518) 461-3669. For questions about the Highway Work Permit process and requirements, contact Guy Tedesco, Regional Permit Engineer (Gaetano.Tedesco@dot.ny.gov or 518-457-9934).

Sincerely,



DRAFT

Robert E. Rice Jr, P.E.
Regional Program and Planning Manager

cc: Guy Tedesco, Region 1 Traffic
Matt Haggerty, Region 1 Construction
Chad Corbett, Region 1 Schenectady County
Tanya Thorne, Region 1 Design

DRAFT

Schalmont
CENTRAL SCHOOL DISTRICT

District Office
4 Sabre Drive, Schenectady, NY 12306
Phone: 518-355-9200 | Fax: 518-355-9203

Dr. Thomas B. Reardon, *Superintendent of Schools*, Ext. 4001

October 17, 2024

RECEIVED
OCT 23 2024
TOWN OF ROTTERDAM
PUBLIC WORKS

Rotterdam Planning/Town Board
C/O Mr. Peter Comenzo
1100 Sunrise Boulevard
Schenectady, NY 12306

Dear. Mr. Comenzo:

Thank you for your diligence by involving the Schalmont Central School District in the planning phase for the potential construction of the BJ's Wholesale Club and any businesses associated with the construct of this plaza.

As discussed, we are fully supportive of progress and commerce, but, with a campus of 1100 students and almost 200 staff literally "down the road" from this proposed complex, we do anticipate pedestrian traffic going to and from school to maximize the offerings in these buildings (particularly the proposed fast food restaurant).

In recognition that these structures will draw walking traffic, we respectfully request those parties involved in the approval/construction of this plaza consider the following:

+ The installation of sidewalks from the plaza to the Schalmont Central School District secondary campus, which will allow for safe walking of students and staff who might leave and return to the campus during regular and off-school hours.

+ A clear, lighted crosswalk that would allow for individuals to safely cross Route 7 to the side of the plaza should they choose to walk.

+ Appropriate signage/flashing lights to remind vehicles (especially trucks) that might be traveling to this new establishment that they are within close proximity to school, and should drive as they would whenever they are in close proximity to a school zone.

If you have any further questions, please don't hesitate to let me know. Once again, we appreciate the input.

Sincerely,

Dr. Thomas B. Reardon, Ed.D.
Superintendent of Schools

DRAFT

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

KATHY HOCHUL
Governor

MARIE THERESE DOMINGUEZ
Commissioner

MICHAEL G. ARTHUR, P.E.
Regional Director

May 22, 2024

Mr. Peter Comenzo
Town of Rotterdam
1100 Sunrise Blvd.
Rotterdam, NY 12306

Re: BJ's Wholesale
900 & 880 Duanesburg Road
Town of Rotterdam
Schenectady Co.

Dear Mr. Comenzo:

As I'm sure you're aware the Department is in the process of working with VHB to secure a Perm 33-com for access to the proposed BJ's site along Duanesburg Road (Route 7). At this point the proposed site plans are under detailed review with the Department. Once our review is completed and all comments have been addressed, we see no major issues that will deter us from issuing a permit.

As the Department has been made aware the permit is on the critical path for obtaining a building permit through the Town, we would like to ask that you accept this letter in the interim until the permit has been issued so that the building permit will not be held up.

Please contact me If you have any questions or would like to discuss this further.

Sincerely,

Guy Tedesco, P.E.
Regional Permit Engineer

Cc: File
W. Holsberger – VHB
A. Moran - VHB

DRAFT

New York State
Parks, Recreation and
Historic Preservation

KATHY HOCHUL
Governor

ERIK KULLESEID
Commissioner

October 16, 2023

David Moyer
Birchwood Archaeological Services, Inc.
131 Marion Avenue
PO Box 333
Gilbertsville, NY 13776

Re: DEC
BJ's Wholesale Club Development
900 Duanesburg Rd, Rotterdam, NY 12306
23PR08371

Dear David Moyer:

Thank you for requesting the comments of the Division for Historic Preservation of the Office of Parks, Recreation and Historic Preservation (OPRHP). We have reviewed the submitted materials in accordance with the New York State Historic Preservation Act of 1980 (section 14.09 of the New York Parks, Recreation and Historic Preservation Law). These comments are those of the Division for Historic Preservation and relate only to Historic/Cultural resources. They do not include potential environmental impacts to New York State Parkland that may be involved in or near your project. Such impacts must be considered as part of the environmental review of the project pursuant to the State Environmental Quality Review Act (New York Environmental Conservation Law Article 8) and its implementing regulations (6NYCRR Part 617).

OPRHP has reviewed the Phase I Archaeological Survey Report prepared for this project (September 2023; 23SR00553). No archaeological sites were identified by the survey. Therefore, it is the opinion of the OPRHP that no properties, including archaeological and/or historic resources, listed in or eligible for the New York State and National Registers of Historic Places will be impacted by this project.

If you have any questions, I can be reached at Jessica.Schreyer@parks.ny.gov.

Sincerely,

Jessica E. Schreyer

Jessica Schreyer
Historic Preservation Program Analyst - Archaeologist

DRAFT

United States Department of the Interior

FISH AND WILDLIFE SERVICE
New York Ecological Services Field Office
3817 Luker Road
Cortland, NY 13045-9385
Phone: (607) 753-9334 Fax: (607) 753-9699
Email Address: fw5es_nyfo@fws.gov

In Reply Refer To:
Project code: 2024-0005047
Project Name: 900 & 880 Duanesburg Road

October 16, 2023

Federal Action Agency (if applicable):

Subject: Record of project representative's no effect determination for '900 & 880 Duanesburg Road'

Dear Jackie Pitts:

This letter records your determination using the Information for Planning and Consultation (IPaC) system provided to the U.S. Fish and Wildlife Service (Service) on October 16, 2023, for '900 & 880 Duanesburg Road' (here forward, Project). This project has been assigned Project Code 2024-0005047 and all future correspondence should clearly reference this number. **Please carefully review this letter.**

Ensuring Accurate Determinations When Using IPaC

The Service developed the IPaC system and associated species' determination keys in accordance with the Endangered Species Act of 1973 (ESA; 87 Stat. 884, as amended; 16 U.S.C. 1531 et seq.) and based on a standing analysis. All information submitted by the Project proponent into IPaC must accurately represent the full scope and details of the Project.

Failure to accurately represent or implement the Project as detailed in IPaC or the Northern Long-eared Bat Rangewide Determination Key (Dkey), invalidates this letter. ***Answers to certain questions in the DKey commit the project proponent to implementation of conservation measures that must be followed for the ESA determination to remain valid.***

Determination for the Northern Long-Eared Bat

Based upon your IPaC submission and a standing analysis, your project has reached the determination of "No Effect" on the northern long-eared bat. To make a no effect determination, the full scope of the proposed project implementation (action) should not have any effects (either positive or negative), to a federally listed species or designated critical habitat. Effects of the action are all consequences to listed species or critical habitat that are caused by the proposed

action, including the consequences of other activities that are caused by the proposed action. A consequence is caused by the proposed action if it would not occur but for the proposed action and it is reasonably certain to occur. Effects of the action may occur later in time and may include consequences occurring outside the immediate area involved in the action. (See § 402.17).

Under Section 7 of the ESA, if a federal action agency makes a no effect determination, no consultation with the Service is required (ESA §7). If a proposed Federal action may affect a listed species or designated critical habitat, formal consultation is required except when the Service concurs, in writing, that a proposed action "is not likely to adversely affect" listed species or designated critical habitat [50 CFR §402.02, 50 CFR§402.13].

Other Species and Critical Habitat that May be Present in the Action Area

The IPaC-assisted determination for the northern long-eared bat does not apply to the following ESA-protected species and/or critical habitat that also may occur in your Action area:

- Monarch Butterfly *Danaus plexippus* Candidate

You may coordinate with our Office to determine whether the Action may affect the animal species listed above and, if so, how they may be affected.

Next Steps

Based upon your IPaC submission, your project has reached the determination of "No Effect" on the northern long-eared bat. If there are no updates on listed species, no further consultation/ coordination for this project is required with respect to the northern long-eared bat. However, the Service recommends that project proponents re-evaluate the Project in IPaC if: 1) the scope, timing, duration, or location of the Project changes (includes any project changes or amendments); 2) new information reveals the Project may impact (positively or negatively) federally listed species or designated critical habitat; or 3) a new species is listed, or critical habitat designated. If any of the above conditions occurs, additional coordination with the Service should take place to ensure compliance with the Act.

If you have any questions regarding this letter or need further assistance, please contact the New York Ecological Services Field Office and reference Project Code 2024-0005047 associated with this Project.

DRAFT

Action Description
You provided to IPaC the following name and description for the subject Action.

1. Name

900 & 880 Duanesburg Road

2. Description

The following description was provided for the project '900 & 880 Duanesburg Road':

> The proposed project includes a commercial development of BJ's Wholesale Club, with a fueling station plaza, a proposed drive-thru restaurant, associated travel lanes, parking areas, stormwater management areas, with associated utility installation.

The approximate location of the project can be viewed in Google Maps: https://www.google.com/maps/@42.784240249999996,-74.02447231105904,14z



DRAFT

DETERMINATION KEY RESULT

Based on the information you provided, you have determined that the Proposed Action will have no effect on the Endangered northern long-eared bat (Myotis septentrionalis). Therefore, no consultation with the U.S. Fish and Wildlife Service pursuant to Section 7(a)(2) of the Endangered Species Act of 1973 (87 Stat. 884, as amended 16 U.S.C. 1531 *et seq.*) is required for those species.

QUALIFICATION INTERVIEW

1. Does the proposed project include, or is it reasonably certain to cause, intentional take of the northern long-eared bat or any other listed species?

   Note: Intentional take is defined as take that is the intended result of a project. Intentional take could refer to research, direct species management, surveys, and/or studies that include intentional handling/encountering, harassment, collection, or capturing of any individual of a federally listed threatened, endangered or proposed species?

   No

2. The proposed action does not intersect an area where the northern long-eared bat is likely to occur, based on the information available to U.S. Fish and Wildlife Service as of the most recent update of this key. If you have data that indicates that northern long-eared bats are likely to be present in the action area, answer "NO" and continue through the key.

   Do you want to make a no effect determination?

   Yes

DRAFT

PROJECT QUESTIONNAIRE

DRAFT

IPAC USER CONTACT INFORMATION

Agency: Private Entity
Name: Jackie Pitts
Address: 988 Route 146
City: Clifton Park
State: NY
Zip: 12065
Email jpitts@gvglandsurveyors.com
Phone: 5183830634

DRAFT

Schalmont
CENTRAL SCHOOL DISTRICT

District Office
4 Sabre Drive, Schenectady, NY 12306
Phone: 518-355-9200 | Fax: 518-355-9203

Dr. Thomas B. Reardon, *Superintendent of Schools*, Ext. 4001

November 21, 2024

RECEIVED
NOV 26 2024
TOWN OF ROTTERDAM
PUBLIC WORKS

Mr. Peter Comenzo, Senior Planner
Town of Rotterdam
1100 Sunrise Boulevard
Schenectady, NY 12306

To Whom It May Concern:

As an addendum to the letter I sent on October 17, 2024, regarding the potential construction of a BJ's Wholesale Club and retail shop on Route 7, while our initial letter indicated the desire for sidewalks, we would be amenable to the developer making a donation to cover the design and construction costs for the appropriate traffic/crosswalk as it pertains to our secondary campus. We have reviewed the proposal of the developer and would be supportive of this pathway, logistics forthcoming.

Sincerely,

Thomas B. Reardon, Ed.D.
Superintendent of Schools

RECEIVED
NOV 26 2024
TOWN OF ROTTERDAM
PUBLIC WORKS

DRAFT

SLEVIN & ASSOCIATES PLLC

ATTORNEYS AND COUNSELORS AT LAW
1826 WESTERN AVENUE
ALBANY • NEW YORK • 12203
TEL: (518) 449-3125
FAX: (518) 449-4798

December 2, 2024

Peter Comenzo - Senior Planner
Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam, NY 12306

Re: GDP LVille Rotterdam, LLC
880-900 Duanesburg Road, Town of Rotterdam

Dear Mr. Comenzo:

Thank you for sharing the additional comments of the Schalmont School District Board concerning the outstanding questions the Board has regarding the Waste Water Treatment Facilities proposed for the new BJ's Wholesale Club Project in the Town of Rotterdam.

The questions were directed to the Consultants who have worked on the plans for the Project. Stantec Engineering has developed the Wastewater Treatment Facility in conjunction with Luigi Palleschi of ABD Engineers. As you know, those plans have also been reviewed by the Town Designated Engineers, Greeman Peterson.

The Storm and collected Water flow from the Project site, including any flows from the wastewater Treatment facility, will be REDUCED from the current peak rate of flow off the site, in accordance with the Storm Water Pollution Prevention Plan ("SWPPP") that has been submitted for the Project. The SWPPP conforms to all applicable requirements of the NYS Department of Environmental Conservation ("NYSDEC") for management of storm water flows. Conformity with these requirements has been certified by the design engineers and verified by the TDE Engineers.

The Wastewater Treatment Facility ("WWT Facilities") will produce treated effluent that will meet or exceed the requisite standards under the NYSDEC requirements and will substantially exceed the treatment that would be available through a septic system. This discharge is also collected and managed as part of the onsite SWPPP storm water system. The Project Sponsor will contract with H2O Innovation Operation & Maintenance, LLC (the "Operator"), who operates over 600 facilities spanning 13 states, as part of the Project to monitor, on an ongoing basis, with monthly reporting, the water quality of the effluent and to provide for ongoing maintenance of the system at all times during Project operations. Attached to this letter as Exhibit "A" are the protocols for the testing and monitoring required pursuant to the Contract for operation and maintenance of the WWT Facilities. In addition, more specific

responses to the recent comments from the School District were provided by the WWT Facility Design Engineer, which responses are provided as Exhibit "B" to this letter.

Copies of the generated Testing and Monitoring Reports can be made available to the Town if requested. The Company providing the monitoring of the system has substantial experience in this field, providing the same or similar services in over 600 facilities spanning 13 states for municipalities and private owners, and will work with the Town during initial and ongoing operation to confirm that the system is maintained and operated with in the requisite operational parameters.

We hope this information is of assistance to the Town and the School District in better understanding the plans for this Project. If there are any additional questions, please let us know.

Thank you for your time and consideration of this Project.

Very Truly Yours,

SLEVIN & ASSOCIATES PLLC

Mary Elizabeth Slevin

Cc: Luigi Palleschi, P.E.
Louis Murray
Tiffany Marsh

DRAFT

EXHIBIT "A"

Testing and Monitoring Protocols for WWT Facilities

1. SCOPE OF SERVICES - OPERATOR

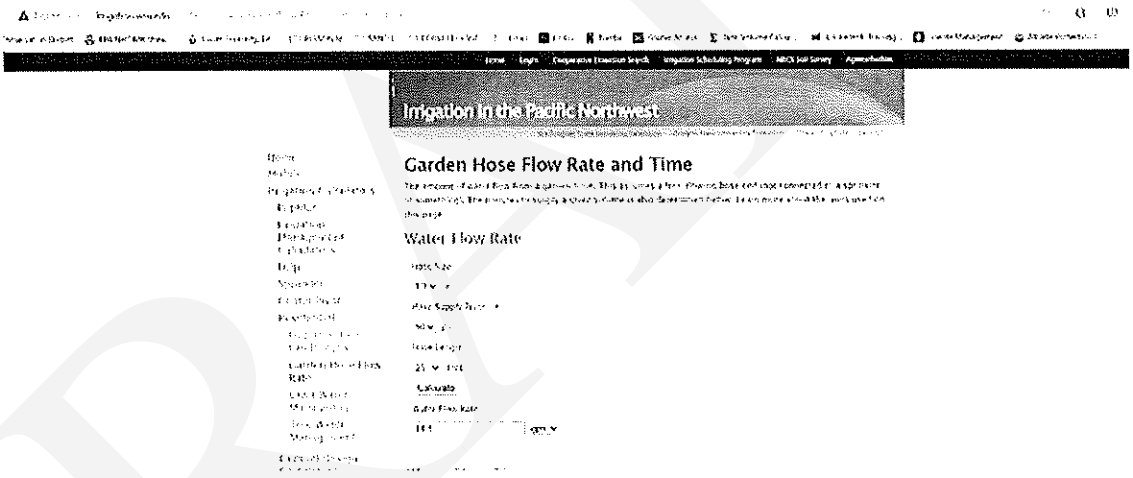
During the Term of this Agreement, Operator shall:
1.1. Hire, train and employ New York State Department of Environmental Conservation certified 2A Chief Operator to fulfill NYSDEC Chief Operator requirements (TOGS) and a sufficient number of employees to staff and operate the Project to provide continuing efficient and timely service in the operation and maintenance of the wastewater treatment systems serving the Owner.
1.2. Provide sufficient staff that will meet certification requirements of the State of New York and provide Labor and Benefits Costs to all employees assigned on a full-time basis to the Project.
1.3. Prepare all Federal and State regulatory wastewater permit reports and submit these to Owner and the appropriate State and Federal agencies.
1.4. Provide assistance to the Owner's engineering staff or consultants in review of any proposed project rehabilitation plans for the utilities.
1.5. Document all repair parts and expenses incurred on behalf of the Owner. All current purchasing policies and procedures of the Owner will remain in place. In addition, Operator shall update the Owner monthly on the cost-to-date of repair parts and supplies for budgetary purposes.
1.6. Perform other professional management services as directed by the Owner. Such services must be pre-authorized by the Owner and additional compensation to the Operator will be negotiated on a case-by-case basis.
1.7. Pay for and/or cover all of the Direct Costs as identified in part 1 of Appendix B for water and/or wastewater treatment plants and facilities. All other costs related to the Project will be the responsibility of the Owner.
1.8. Provide process sampling and laboratory analysis for the wastewater facility at a frequency sufficient to meet permit requirements. In the event that analysis requirements change, it is agreed upon that the Owner will provide for payment of those costs.
1.9. Perform in-house benchtop monitoring of:
1.9.1. pH, settleability, temperature, MCRT, MLSS, NH3, Microscopic Analysis
1.10. Complete and catalog all preventative maintenance items as per the manufacturer's recommendation on all facility treatment equipment. Operator shall create ands maintain a preventative maintenance program.
1.11. Hire, train and employ an Area Manager to organize, oversee and implement; facility audits, capital expense planning, budget planning, chemical and biological process control and sludge management.
1.12. Recommend, coordinate and supervise any other work or services performed by independent contractors, professional engineers or other industry professionals.

EXHIBIT "B"

Additional Information for Responses to School District Comments

1. They are equally as concerned about increased water flow just as they are wastewater, smell, potential contamination, and signage.

   Wastewater Flow: The treatment facility is designed to handle 10,000 gallons per day and has a flow equalization basin that spreads this out over the course of 24 hours each day. This equates to a flow rate of 6.9 gallons per minute processing through the system at its designed capacity. By comparison this flow rate is about half of a ½" garden hose flow rate at 50psi which is calculated to be approximately 14.1 gallons per minute. For reference I have included an image of the garden hose calculator used for this calculation.



   Odor: The treatment facility is buried and covered to aid in the containment of any odor. In addition to the facility being buried an active odor control system was included in the design of the facility that will ensure that odors are contained in the facility.

   Potential Contamination: The system is designed with an effluent filter to remove any potential remaining suspended solids, and prior to leaving the treatment facility the effluent is disinfected with chlorine and then de-chlorinated to be discharged to the Bio-Retention structure.

   Signage: The quality of the effluent leaving the treatment facility will meet or exceed the NYDEC Intermittent stream quality. A sign indicating as such could be installed at the outfall of the pipe located at the Bio-Retention basin on the BJs Property.

2. A septic tank, while expensive, isn't a possibility?

DRAFT

During the Geotechnical investigation, an infiltration study was performed on the site, and it was concluded that infiltration of effluent water was not a viable option. The proposed treatment facility provides a significantly higher level of treatment than a septic tank can produce.

3. If #2 truly isn't possible outside of cost, the Board would need some legal assurances (not just promises) from the builder that there would be frequent oversight, a system of notifying us if the purifiers failed, monthly water reports, at the very minimum for them to consider endorsing this. Still a stretch but they won't endorse a letter as we currently stand.

The treatment facility will be operated by a licensed operator in accordance with NYDEC, 6 NYCRR Part 750 – State Pollutant Discharge Elimination System (SPEDES) Permit, Subpart 750-2 – Operating in Accordance with a SPDES Permit as well as 6 NYCRR Part 650 – Qualifications of Operators of Wastewater Treatment Plants.

Subpart 650 – Qualifications of Operators of Wastewater Treatment Plants

s 650.1 – Purpose, Applicability and Exemptions

s 650.4 – Certified Operators Required.

Subpart 750-2 specifically discusses the following items:

Subpart 750-2.4 – Operator and Permitee Liability

Subpart 750-2.5 – Routine Monitoring, recording, and reporting

Subpart 750-2.8 – Disposal system operation and quality control

DRAFT

Since the facility will be operated under the minimum of the above statutory regulations, there is a responsibility by the owner and operator to meet the minimum requirements set forth in the permit.

DRAFT

Peter Comenzo

From: Reardon, Thomas <treardon@schalmont.net>
Sent: Wednesday, December 4, 2024 5:36 PM
To: Peter Comenzo; Angelo Santabarbara; John O'Donnell
Subject: Responses to Waste/Stormwater Questions

Greetings, Peter,
Thank you for passing along the answers to the questions regarding how the waste/stormwater would be handled by the pending construction. The responses were forwarded to the Board as well. At this point, hearing nothing more from the DEC regarding our participation in this project, we have nothing more to address at present time.

With Gratitude,
Tom

--

Dr. Thomas B. Reardon, Ed.D.
Superintendent of Schools
Schalmont Central School District
4 Sabre Drive
Schenectady, New York 12306
518-355-9200 x4001
treardon@schalmont.net

DRAFT

RESOLUTION NO. 479.24

TO ENACT LOCAL LAW NO. 24 OF 2024; TO AMEND CHAPTER 270, ZONING, OF THE TOWN CODE, RELATING TO A CHANGE OF ZONE REQUEST ON ±17.3 ACRES FROM AGRICULTURAL (A-1) TO GENERAL BUSINESS (B-2) LOCATED AT 900 & 880 DUANESBURG ROAD

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board hereby enacts Introductory Local Law No. 24 of 2024.

SECTION 2. The Town Clerk is directed, following consultation with the Attorney to the Town, to file said Local Law in final form with the New York State Department of State.

SECTION 3. This resolution shall become effective December 11, 2024.

DATED: December 11, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

DRAFT

TOWN OF ROTTERDAM

John F. Kirvin Government Center • 1100 Sunrise Boulevard • Rotterdam, NY 12306
Telephone: 518-355-7575 • Fax: 518-355-7976 • Website: www.rotterdamny.org

LEGISLATIVE REQUEST FORM

DATE: December 11, 2024

TO: Mollie Collins, Town Supervisor

FROM: Peter Comenzo – Senior Planner PC

TITLE OF REQUEST: Change of Zone request on ± 17.3 acres from Agricultural (A-1) to General Business (B-2).

TOWN BOARD MEETING: December 11, 2024

Background Information:

Owner: Flying J, Inc.
185 S. State Street, Suite 1300
Salt Lake City, Utah 84111

Applicant: GDPL Ville Rotterdam, LLC
145 Otterkill Road
Mountainville, NY 10953

Change of Zone request on± 17.3 acres from Agricultural (A-1) to General Business (B-2). The applicant would like to construct a 102,500 square foot BJ's Wholesale Club with associated 8 island fueling station at 900 Duanesburg Road (Tax Map No. 57-3-7.112), and 2,000 square foot retail building with associated drive thru at 880 Duanesburg Road (Tax Map No. 57.7-1-1.2). Consideration also given to the related application for Special Permits and Site Plan Review and Water District Extension.

Evaluation/Analysis: Planning Commission issued a positive recommendation on September 19, 2023 on the Change of Zone request. Town Board held a public hearing on December 13, 2023 and closed the hearing at this meeting. Since that time, the applicant has been conducting environmental studies and analysis in order to complete the SEQR process so the Town Board would be in position to completed the review process and make a decision.

Recommendation(s): Town Board make a decision on the request once SEQR has been completed.

Attachment/Document(s): Application Materials
Planning Commission Report and Recommendation
Schenectady County 239-m Referral

Compliance with Purchasing Policy: N/A

Effect(s) on Existing Law(s): NYS Town Law Article 16
Proposed Local Law of the Year 2023

LEGISLATION WILL BE PREPARED BY: Supervisors Office

DRAFT

New York State Department of State
Division of Corporations, State Records and Uniform Commercial Code
One Commerce Plaza, 99 Washington Avenue
Albany, NY 12231-0001
www.dos.ny.gov

Local Law Filing

(Use this form to file a local law with the Secretary of State.)

Text of law should be given as amended. Do not include matter being eliminated and do not use italics or underlining to indicate new matter.

☐ **County** ☐ **City** ☒ **Town** ☐ **Village**
(Select one:)

of Rotterdam

Local Law No. 24 **of the year 20**24

A local law To amend Chapter 270, Zoning, of the Town Code, relating to a change of zone request
(Insert Title)
on ±17.3 acres from Agricultural (A-1) to General Business (B-2) located at
900 & 880 Duanesburg Road.

Be it enacted by the Town Board **of the**
(Name of Legislative Body)

☐ **County** ☐ **City** ☒ **Town** ☐ **Village**
(Select one:)

of Rotterdam **as follows:**

See attached description of Land Proposed Zone Change

(If additional space is needed, attach pages the same size as this sheet, and number each.)

DRAFT

(Complete the certification in the paragraph that applies to the filing of this local law and strike out that which is not applicable.)

1. (Final adoption by local legislative body only.)

I hereby certify that the local law annexed hereto, designated as local law No. 24 of 2024 of the ~~(County)(City)~~(Town)~~(Village)~~ of Rotterdam was duly passed by the Town Board on December 11 2024, in accordance with the applicable provisions of law.

(Name of Legislative Body)

2. (Passage by local legislative body with approval, no disapproval or repassage after disapproval by the Elective Chief Executive Officer*.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved)

(Name of Legislative Body)

(repassed after disapproval) by the _____ and was deemed duly adopted

(Elective Chief Executive Officer)*

on _____ 20☐☐, in accordance w ith the applicable provisions of law.

3. (Final adoption by referendum.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved)

(Name of Legislative Body)

(repassed after disapproval) by the _____ on _____ 20____.

(Elective Chief Executive Officer)*

Such local law was submitted to the people by reason of a (mandatory)(permissive) referendum, and received the affirmative vote of a majority of the qualified electors voting thereon at the (general)(special)(annual) election held on _____ 20____, in accordance with the applicable provisions of law.

4. (Subject to permissive referendum and final adoption because no valid petition was filed requesting referendum.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved)

(Name of Legislative Body)

(repassed after disapproval) by the _____ on _____ 20____. Such local law was subject to permissive referendum and no valid petition requesting such referendum was filed as of _____ 20____, in accordance with the applicable provisions of law.

(Elective Chief Executive Officer)*

* Elective Chief Executive Officer means or includes the chief executive officer of a county elected on a county-wide basis or, if there be none, the chairperson of the county legislative body, the mayor of a city or village, or the supervisor of a town where such officer is vested with the power to approve or veto local laws or ordinances.

5. (City local law concerning Charter revision proposed by petition.)
I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the City of _____ having been submitted to referendum pursuant to the provisions of section (36)(37) of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of such city voting thereon at the (special)(general) election held on _____ 20____, became operative.

6. (County local law concerning adoption of Charter.)
I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the County of _____State of New York, having been submitted to the electors at the General Election of November _____ 20____, pursuant to subdivisions 5 and 7 of section 33 of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of the cities of said county as a unit and a majority of the qualified electors of the towns of said county considered as a unit voting at said general election, became operative.

(If any other authorized form of final adoption has been followed, please provide an appropriate certification.)
I further certify that I have compared the preceding local law with the original on file in this office and that the same is a correct transcript therefrom and of the whole of such original local law, and was finally adopted in the manner indicated in paragraph _____ above.

_____
Clerk of the county legislative body, City, Town or Village Clerk or officer designated by local legislative body

(Seal)

Date: _____

DRAFT

****

TOWN OF ROTTERDAM CHANGE OF ZONE APPLICATION

Application Fee **$1,000**

Existing Zone Classification: A-1 Agricultural

Proposed Zone Classification: B-2 General Business

PART II
GENERAL INFORMATION

Legal Owner's Name: Flying J, Inc. (AKA FJ Management, Inc.)
Mailing Address: 185 S State Street, Suite 1300
City: Salt Lake City State: Utah Zip: 84111
Daytime Phone: _____ E-mail: _____

If applicant is not the owner, include written owner authorization for the below-designated contact to serve as representative.

Owner's Designated Contact: Luigi A. Palleschi, P.E., ABD Engineers & Surveyors, LLP

Mailing Address: 411 Union Street
City: Schenectady State: NY Zip: 12305
Daytime Phone: 518-377-0315 E-mail: luigi@abdeng.com
Project/Proposal Site Area: (Acres or sq. ft.) 17.3± Acres
Assessor Tax Parcel No.(s) of Site: 57-3-7.112 & 57.7-1-1.2
Adjacent Parcels Owned or Controlled and Tax Map Parcel No: (Acres or sq. ft.) N/A

Street Address of Proposed Site (if any): 900 and 880 Duanesburg Road (NYS Route 7)

DRAFT

Describe Existing Use(s) on Proposed Site: (commercial vacant, residential, buildings, well, sewer drainfield, etc.)
The land previously contained a barn structure. The remainder of the land (two parcels) is vacant.

School District: Schalmont Fire District: 6

Water Supply: Rotterdam

LEGAL INFORMATION

Location of Proposal Site: (General description by which direction and how far from roads and intersections and other community features)
On NYS Route 7 just east of I-88 on ramp.

Name of Public Road(s) Providing Access: NYS Route 7

Width of Property Fronting on the Existing Public Road in Linear Feet: 700±

Does the Proposal Have Access to an Arterial or Planned Arterial? (X) Yes ( ) No
Name(s) of Arterial Road(s): NYS Route 7 - Duanesburg Road

A legal description of the proposed site must be attached: (X) Yes ( ) No

A copy of the assessor's map of the proposed site must be attached: (X) Yes (X) No

A copy of the most current deed(s) of the proposed site must be attached: (X) Yes ( ) No

(All applications must contain a legal description that describes the exterior boundaries of the entire area to be rezoned. Please include the legal description for the entire area to be rezoned and also a copy of the assessor's map. A simple copy of the deed is not sufficient to process the change of zone request).

If you do not hold title to property, what is your interest in it? Contract Vendee

DRAFT

What factors support this rezone? (This may be provided on a separate sheet of paper if necessary)

The site fronts on NYS Route 7, which is a commercial corridor and is not suitable for agricultural use or those residential uses that are allowed. The site has access to water, gas, and other utilities. No public sewer available at this time so onsite septic system will be needed.

Does any City officer, employee or family member thereof have a financial interest (as defined by General Municipal Law Section 809) in this application? YES ____ NO X. If yes, a statement disclosing the name, residence, nature and extent of this interest must be filed with this application.

UTILITIES

Proposed Source of Water:
( ) Individual Wells (X) Public System ( ) Private Community System
( ) Other, please describe _____

Proposed Means of Sewage Disposal:
( ) Public Sewer ( ) Dry Sewer ( ) Community System (X) Septic Tank & Leachfield ( ) Other, please describe _____

PART III

****
SURVEYOR/ARCHITECT/ENGINEER VERIFICATION
****

I, the undersigned, a licensed land surveyor, architect, and/or engineer, have completed the information requested. The legal description has been prepared by me or under my supervision in accordance with the requirements of the Town of Rotterdam regulations and the laws of the State of New York.

Signed: _____ Date: July 25, 2023
Address: 411 Union Street, Schenectady, NY Phone: 518-377-0315
Zip: 12305

PLEASE AFFIX SURVEYOR/ARCHITECT/ENGINEER SEAL HERE

STATE OF NEW YORK
LUIGI A. PALLESCHI
94676
LICENSED PROFESSIONAL ENGINEER

DRAFT

****

LEGAL OWNER SIGNATURE

****

(Signature of legal owner or representative as authorized by legal owner)

I, the undersigned, swear or affirm under penalty of perjury that the above responses are made truthfully and to the best of my knowledge.

I further swear or affirm that I am the owner of record of the area proposed for the previously identified land use action, or, if not the owner, attached herewith is written permission from the owner authorizing my actions on his/her behalf.

Name: Flying J, Inc. Date: _____

Address: 185 S State Street, Suite 1300 Phone: _____

Salt Lake City, UT Zip: 84111

Signature of applicant or representative

July 25, 2023
Date

NOTARY

STATE OF NEW YORK) ss:
COUNTY OF _____)

SUBSCRIBED AND SWORN to before me this 26 day of July, 2023

NOTARY SEAL

Notary Signature

PAUL M JONES
Notary Public, State of Utah
Commission # 727167
My Commission Expires
October 11, 2026

Notary Public in and for the State of ~~New York~~ Utah
Residing at: Cottonwood Heights, UT
My appointment expires: 10/11/2026

PLEASE AFFIX NOTARY SEAL HERE

DRAFT

TOWN OF ROTTERDAM

John F. Kirvin Government Center • 1100 Sunrise Boulevard • Rotterdam, NY 12306
Telephone: 518-355-7575 • Fax: 518-355-7976 • Website: www.rotterdamny.org

LETTER FROM PROPERTY OWNER GRANTING AUTHORIZATION TO ACT

A COPY OF THIS LETTER MUST BE SUBMITTED FOR EACH PROPERTY OWNER INVOLVED

I, Flying J, Inc., being duly sworn declare that I am the

(PROPERTY OWNER)

owner of the property involved in a proposed change of zone application request before the Town of Rotterdam for property known as parcel number (s):

Tax Parcel Number(s): 57-3-7.112 & 57.7-1-1.2

I hereby grant Luigi A. Palleschi, P.E., ABD Engineers & Surveyors, LLP and/or their agent(s) to act on my behalf.

I further declare that all statements, answers, and information herein submitted is in all respects true and correct to the best of my knowledge and belief.

Signature (Authorized Representative): Sheri VanDeraa, CFO

Date: July 26, 2023

NOTARY

STATE OF NEW YORK) ss:
COUNTY OF _____)
SUBSCRIBED AND SWORN to before me this 26th day of July, 2023

NOTARY SEAL

Notary Signature

PAUL M JONES
Notary Public, State of Utah
Commission # 727167
My Commission Expires
October 11, 2026

Notary Public in and for the State of ~~New York~~ Utah
Residing at: Cottonwood Heights, UT
My appointment expires: 10/11/2026

DRAFT

DESCRIPTION OF LAND

PROPOSED ZONE CHANGE

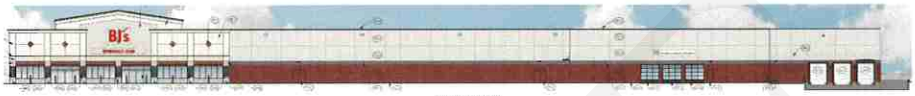
BEGINNING at a point in the northerly highway boundary of the Schenectady/Duanesburg state highway at its intersection with the division line between Lands Now or Formerly of Collier as described in Liber 1068 of Deeds at Page 832 on the east and Lands herein described on the west; thence running westerly along said northerly highway boundary of the Schenectady/Duanesburg state highway 716 Feet more or less to a point in the southeasterly highway boundary of Route 7 to Route 7 connector; thence northerly, easterly, southerly and easterly 2,527 Feet more or less to a point in the division line between the Lands Now or Formerly of Avery as described in Liber 1506 of Deeds at Page 256 on the east and the herein described parcel on the west; thence along said division line 113 Feet more or less to a point at the northeasterly corner of Lands Now or Formerly of Mastrianni as described in Liber 608 of Deeds at Page 478; thence westerly and southwesterly 1,022 Feet more or less to a point; thence southerly 349 Feet more or less to a point in the aforementioned northerly highway boundary of the Schenectady/Duanesburg state highway; thence along said northerly highway boundary of the Schenectady/Duanesburg state highway 124 Feet more or less to the point and place of beginning and containing 17.3 acres of land more or less.

DRAFT

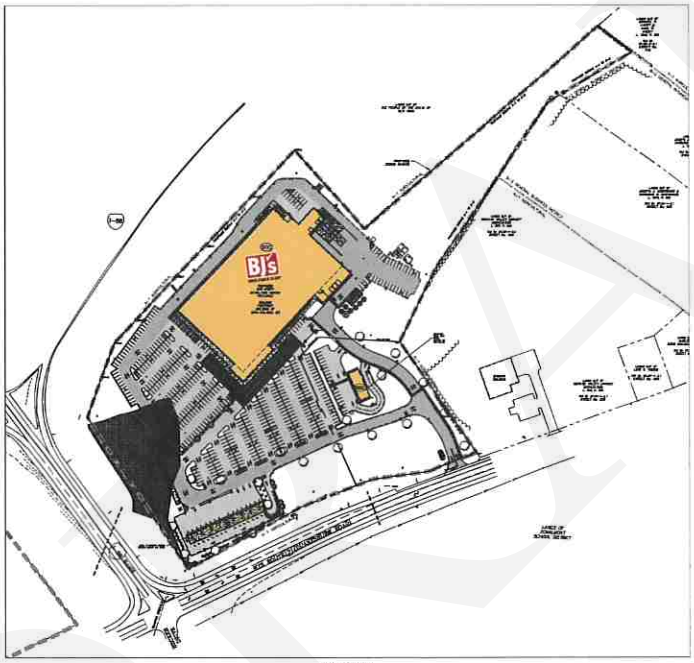
BJ'S WHOLESALE CLUB WITH FUELING STATION

SITE PLAN APPLICATION

900 & 880 DUANESBURG ROAD, TOWN OF ROTTERDAM, SCHNECTADY COUNTY, NEW YORK



BUILDING RENDER



SITE LAYOUT
1"=100'



ZONING MAP



SITE LOCATION MAP

SHEET INDEX:

1. COVER SHEET
2. OVERALL PLAN
3. LAYOUT & LANDSCAPING PLAN
4. LIGHTING PLAN
5. GRADING AND STORMWATER PLAN
6. UTILITIES PLAN
7. EROSION CONTROL PLAN
8. SITE DETAILS
9. BJ DETAILS-1
10. BJ DETAILS-2

PROPOSED: TOWN OF ROTTERDAM		PROVIDED:
ZONING	B-2 GENERAL SERVICES DISTRICT	
BUILDING HEIGHT	40' MAX	46'-6" TO PARAPET
SETBACKS		
FRONT	30'	394'
SIDE	15'	82'
REAR	30'	87'
MINIMUM LOT AREA	15,000 SF	13.2 ACRES
MINIMUM LOT WIDTH	100'	1056'
MAXIMUM LOT COVERAGE	80% (PRINCIPAL/ACCESSORY)	14%

EXISTING: TOWN OF ROTTERDAM	
ZONING	A-1 AGRICULTURAL
SETBACKS	
FRONT	50'
SIDE	15'
REAR	50'
MINIMUM LOT AREA	1 ACRE
MAXIMUM LOT COVERAGE	10%

TOTAL COVERAGE STATISTICS	PROPOSED
BUILDINGS	155,233 SF 14.0%
PAVEMENT	333,173 SF 43.0%
GREEN SPACE	217,517 SF 43.0%
TOTAL	741,946 SF (17.03 ACRES) 100%

PARKING REQUIREMENTS	PROVIDED
TOWN OF ROTTERDAM 1 SPACES PER 1,000 SQ FT GROSS FLOOR AREA (GFA) OF BUILDING (155,233 SF) 155,233 SF / 1,000 = 627 SPACES 1 SPACE PER 4 FUELING POSITIONS 16 FUELING POSITIONS / 4 = 4 SPACES (1,000/1,000) + 20 = 43 SPACES TOTAL REQUIRED SPACES = 663 SPACES	643 SPACES FOR 1,000 SF GFA (-5%) PER BJ'S REQUEST* 676 SPACES PROVIDED 20 SPACES PROVIDED 696 TOTAL SPACES PROVIDED

*PLANNING COMMISSION WAIVER REQUESTED

BASE REFERENCE:
MAP ENTITLED "ALTA/NSPS LAND TITLE SURVEY LANDS TO BE CONVEYED TO DUANESBURG ROAD PROPERTY OWNER, LLC" STREET NOS. 880 AND 900 DUANESBURG ROAD* PREPARED BY ABD ENGINEERS & SURVEYORS, LLC, DATED JANUARY 18, 2024 LAST REVISED JANUARY 29, 2024.

OWNER:
DUANESBURG ROAD PROPERTY OWNER, LLC
C/O BJ'S WHOLESALE CLUB, INC.
25 BOTANICAL PLACE
WORCESTER, MA 01608

TAX MAP # 351-3-7.110 & 351-3-1.2

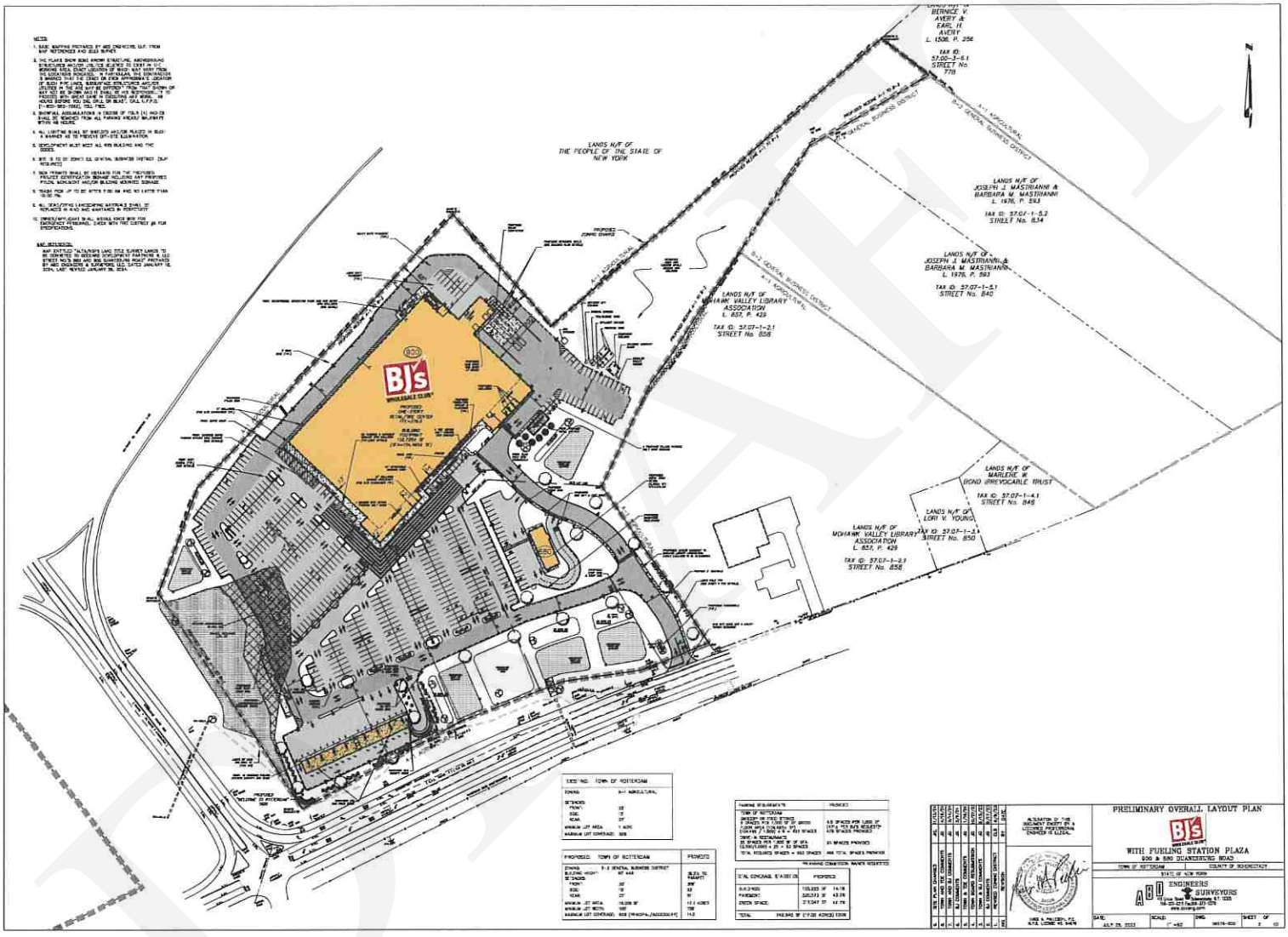
LEGEND

PROPOSED UNDERGROUND ELECTRICAL/CELL	E	CATCH BASIN	CB
PROPOSED FIREMAIN LINE	FM	MANHOLE	MH
PROPOSED SANITARY LINE	SA	HAND HOLE	HH
FIREMAIN LINE	FM	ROOF DRAIN	RD
SANITARY LINE	SA	OVERHEAD UTIL.	OHU
		WATER LINE	W
		EXISTING CONTOUR	100
		TREE LINE	
		LIMIT OF CLEARING & GRADING	
		PROPOSED CONTOUR	250
		PROPOSED SILT FENCE	SF
		PROPOSED SEWER LINE	S
		PROPOSED STORM LINE	ST
		PROPOSED CONDUIT	C
		PROPERTY LINE	
		UTILITY POLE	PP
		CATCH BASIN	CB
		MANHOLE	MH
		HAND HOLE	HH
		ROOF DRAIN	RD
		OVERHEAD UTIL.	OHU
		WATER LINE	W
		EXISTING CONTOUR	100
		GAS VALVE	GV
		HYDRANT	HYD
		LIGHT POLE	LP
		IRON PIN FOUND	IPF
		MAILBOX	MB
		WATER SHUTOFF	WSO
		CLEANOUT	CO
		FLOW MONITOR UNIT	FMU
		OUTLET CONTROL STRUCTURE	OCS
		TEST PIT LOCATION	

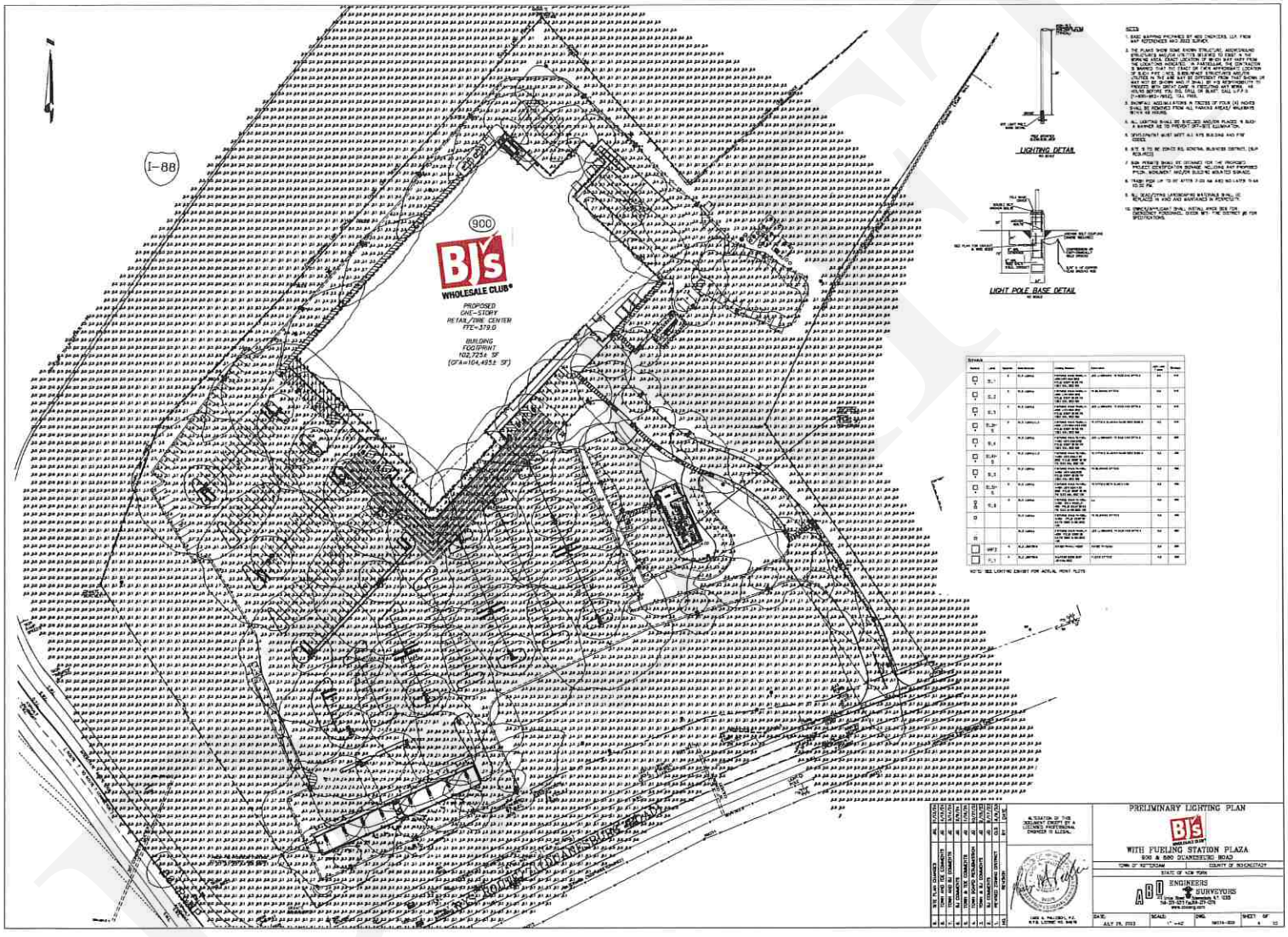
PROPOSED HEAVY DUTY PAVEMENT

PROPOSED STANDARD PAVEMENT

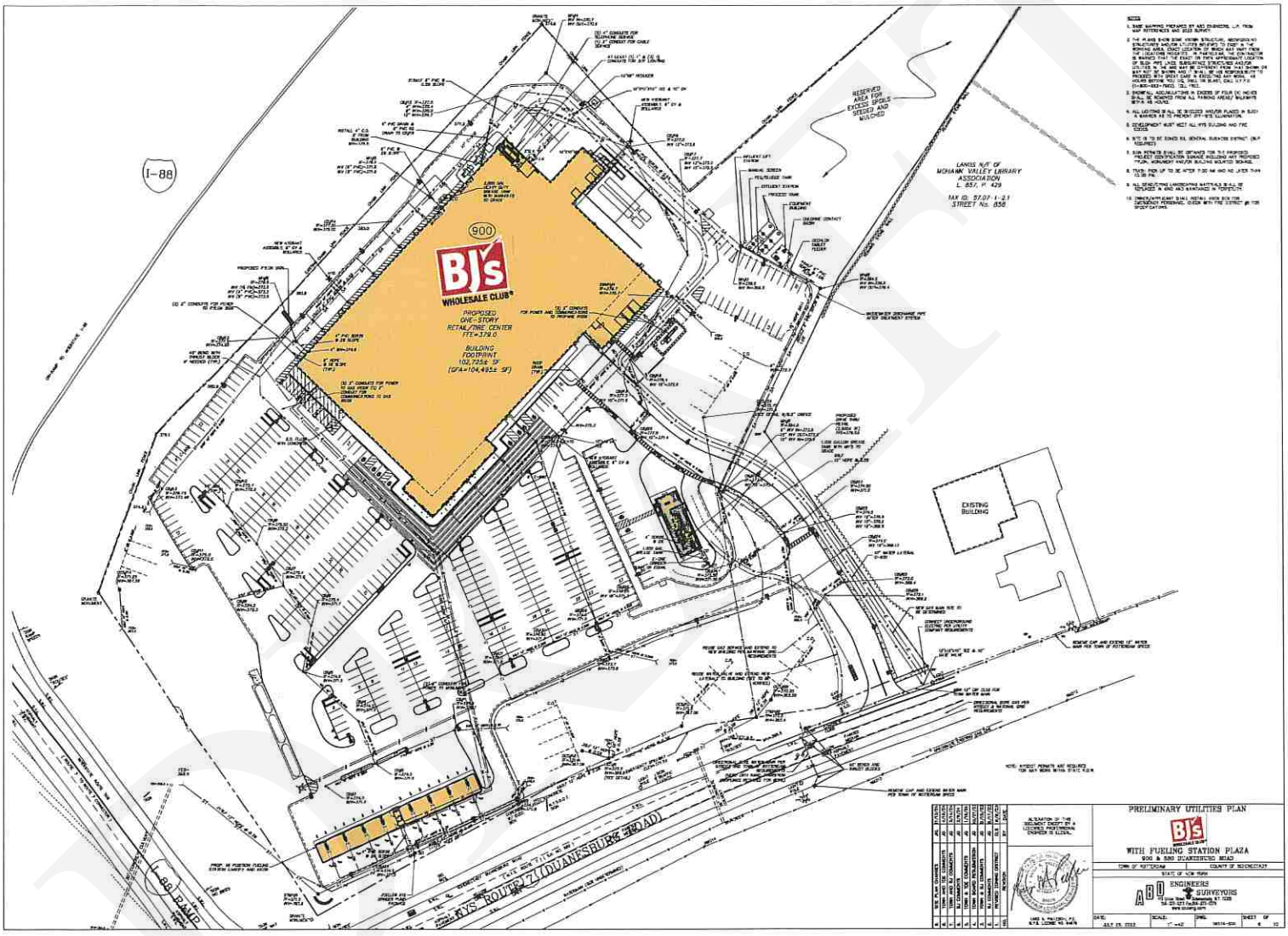
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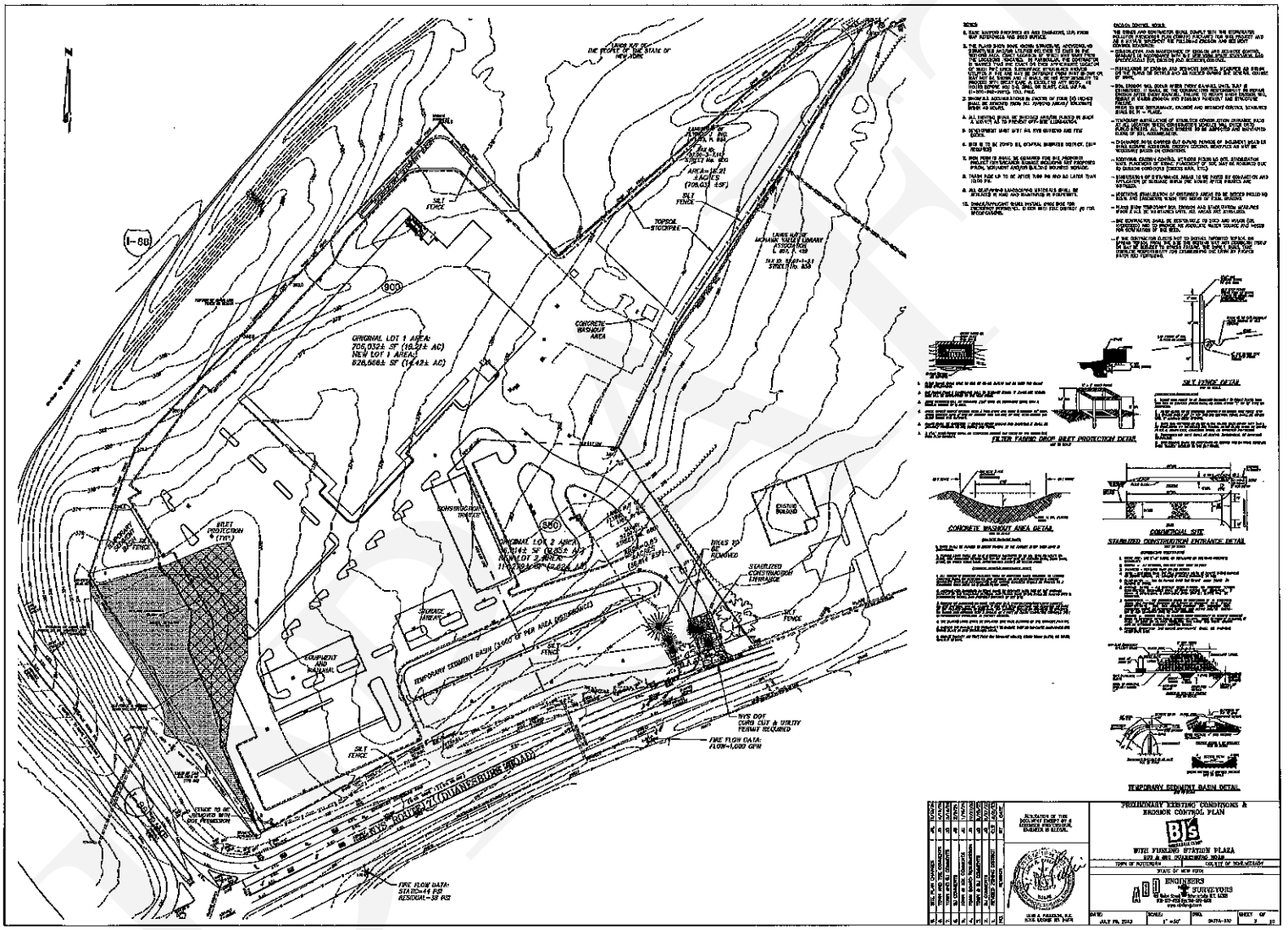

LANDS N/F OF
THE PEOPLE OF THE STATE OF
NEW YORK
LANDS N/F OF
BERNICE V.
AVERY &
EARL H.
AVERY
L. 1506, P. 256
TAX ID:
57.00-3-6.1
STREET No.
778
LANDS N/F OF
JOSEPH J. MASTRIANNI &
BARBARA M. MASTRIANNI
L. 1976, P. 583
TAX ID: 57.07-1-5.2
STREET No. 834
LANDS N/F OF
JOSEPH J. MASTRIANNI &
BARBARA M. MASTRIANNI
L. 1976, P. 583
TAX ID: 57.07-1-5.1
STREET No. 840
LANDS N/F OF
MOHAWK VALLEY LIBRARY
ASSOCIATION
L. 857, P. 429
TAX ID: 57.07-1-2.1
STREET No. 858
LANDS N/F OF
MARLENE W.
BOND IRREVOCABLE TRUST
TAX ID: 57.07-1-4.1
STREET No. 846
LANDS N/F OF
LORI V. YOUNG
TAX ID: 57.07-1-3.1
STREET No. 850
LANDS N/F OF
MOHAWK VALLEY LIBRARY
ASSOCIATION
L. 857, P. 429
TAX ID: 57.07-1-2.1
STREET No. 858
N-1 AGRICULTURAL
R-2 GENERAL BUSINESS DISTRICT
PRELIMINARY OVERALL LAYOUT PLAN
BJ's
WHOLESALE CLUB
WITH FUELING STATION PLAZA
926 & 930 GUARDERVILLE ROAD
TOWN OF ROTTERDAM
COUNTY OF SCHENECTADY
STATE OF NEW YORK
ENGINEERS
SURVEYORS
DATE: JULY 25, 2023
SCALE: 1" = 40'
DWG. NO.: 24074-SDP
SHEET OF

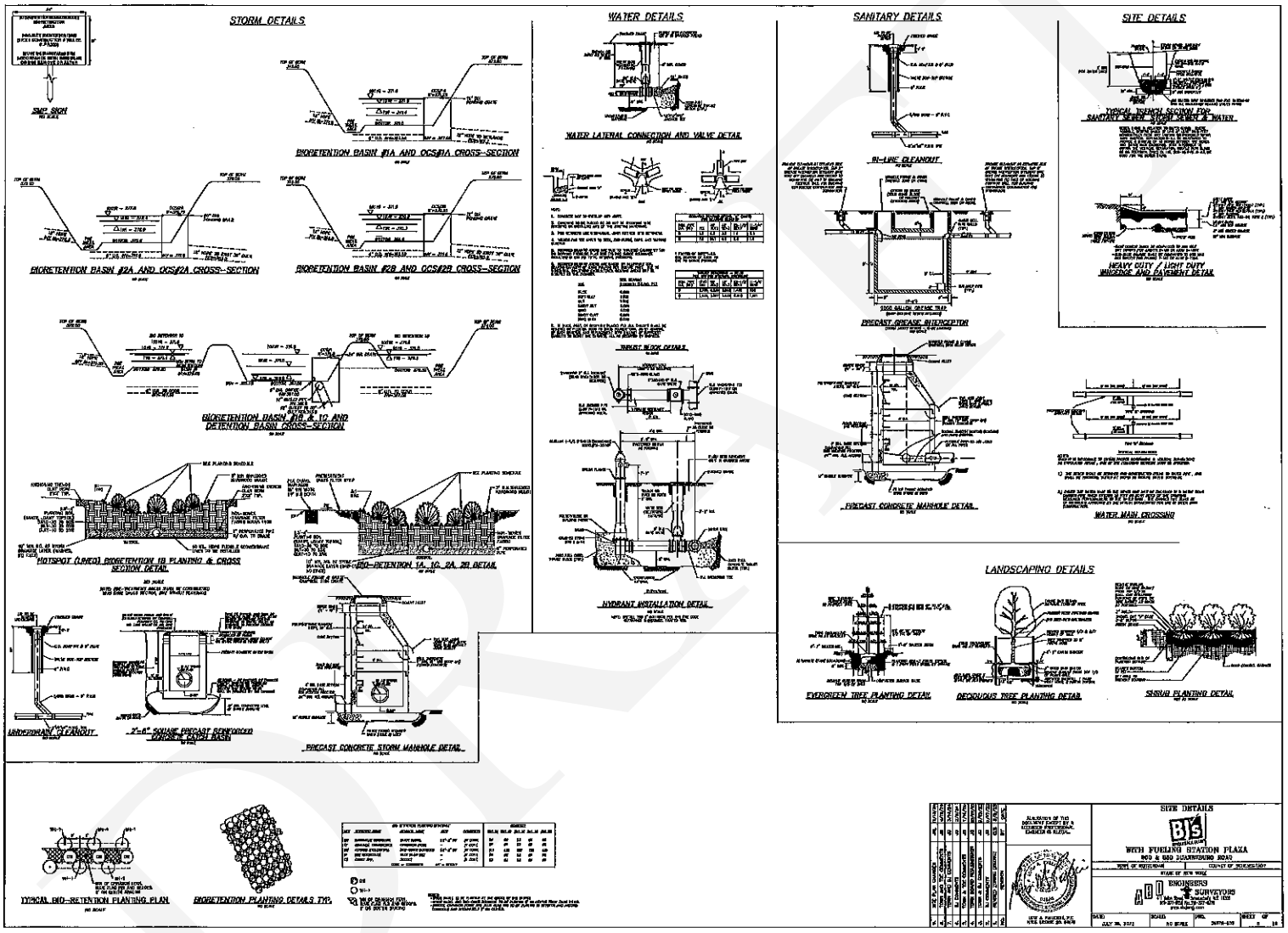

I-88
900
BJ's
WHOLESALE CLUB
PROPOSED ONE-STORY METAL/CPE CENTER
FFE=378.0
BUILDING FOOTPRINT 102,725± SF (GFA=104,425± SF)
880
EXISTING BUILDING
LANDS N/F OF MOHAWK VALLEY LIBRARY ASSOCIATION L. 867, P. 428
TAX ID: 5167-1-21
STREET No. 858
PROPOSED "WELCOME TO ROTTERDAM" SIGN
GRAPHIC SCALE
PRELIMINARY LAYOUT & LANDSCAPING PLAN
WITH FUELING STATION PLAZA
930 & 880 DUANESBURG ROAD
TOWN OF ROTTERDAM
COUNTY OF SCHENECTADY
STATE OF NEW YORK
ABD ENGINEERS & SURVEYORS
DATE: JULY 25, 2023
SCALE: 1" = 40'
SHEET 1 OF 11

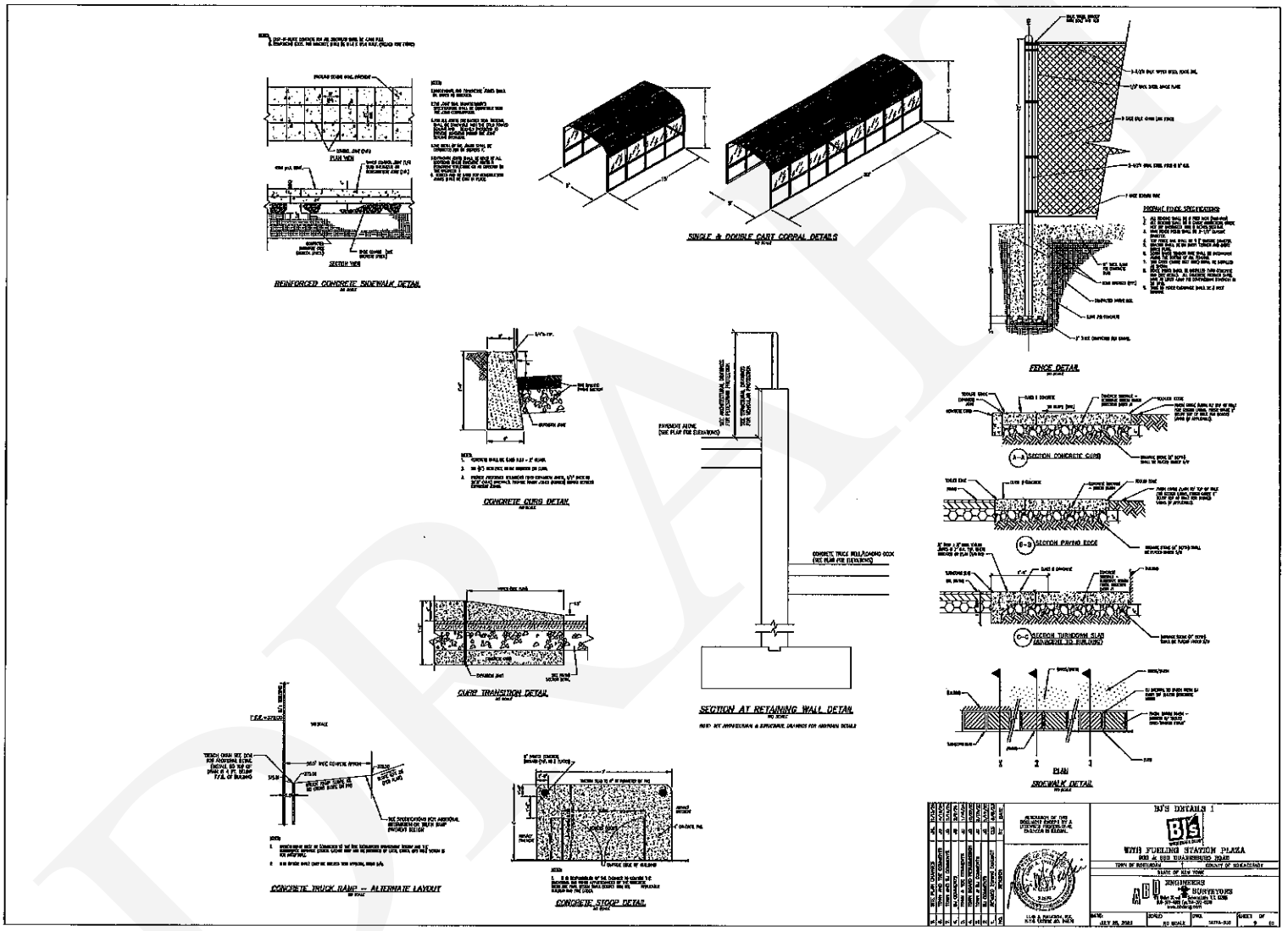

I-88
900
BJ's
WHOLESALE CLUB
PROPOSED
ONE-STORY
RETAIL/TIRE CENTER
FFE=379.0
BUILDING
FOOTPRINT
102,736± SF
(GFA=104,495± SF)
LIGHTING DETAIL
LIGHT POLE BASE DETAIL
PRELIMINARY LIGHTING PLAN
WITH FUELING STATION PLAZA
ABD ENGINEERS & SURVEYORS


I-88
900
BJ's WHOLESALE CLUB
PROPOSED ONE-STORY RETAIL/FIRE CENTER (TK=178.0)
BUILDING FOOTPRINT 102,725± SF (GFA=104,432± SF)
LANDS N/F OF MOHAWK VALLEY LIBRARY ASSOCIATION L. 857, P. 429
TAX ID: 57.00-1-21
STREET No. 858
LANDS N/F OF BENNETT V. AVERY & CARL H. J. AMERITT
L. 1505, P. 228
TAX ID: 57.00-1-8.1
STREET No. 778
MATCH LINE FOR EXTENDING PROPERTY
1"=50'
EXISTING BUILDING
NYS DOT CURB CUT & UTILITY PERMIT REQUIRED
NYS ROUTE 7 (DUANESBURG ROAD)
BOULEVARD
GRAPHIC SCALE
PRELIMINARY GRADING & STORMWATER PLAN
WITH FUELING STATION PLAZA
930 & 890 DUANESBURG ROAD
TOWN OF ROTTERDAM
COUNTY OF SCHENECTADY
STATE OF NEW YORK
ABD ENGINEERS & SURVEYORS
DATE: JULY 29, 2023
SCALE: 1" = 40'
SHEET OF

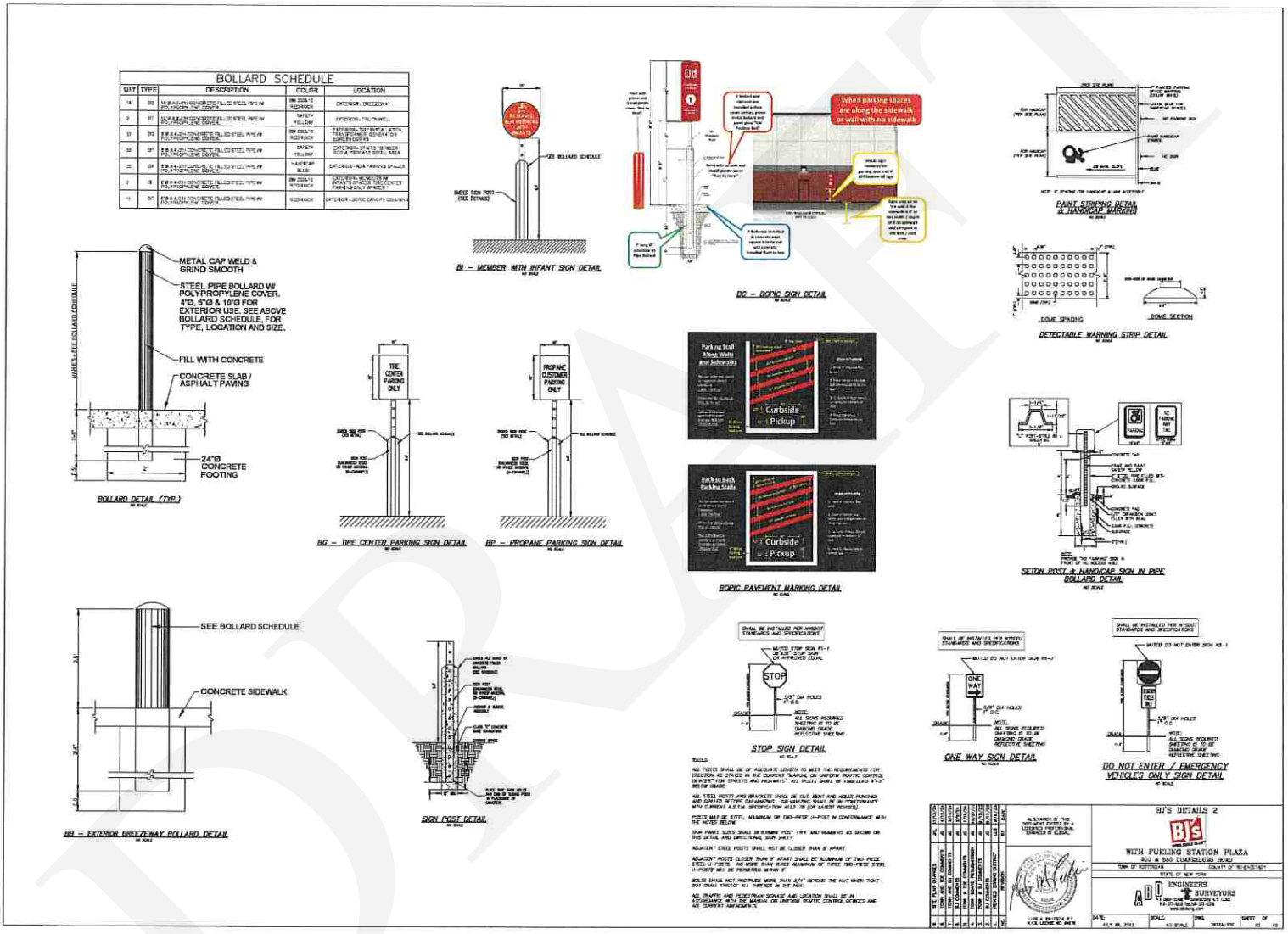

I-88
900
BJ's WHOLESALE CLUB
PROPOSED ONE-STORY RETAIL/FIRE CENTER FFE=378.0
BUILDING FOOTPRINT 102,725± SF (GFA=104,485± SF)
RESERVED AREA FOR EXCESS SPOILS STORED AND REUSED
LANDS N/F OF MOHAWK VALLEY LIBRARY ASSOCIATION L. 857, P. 429
TAX ID: 97.07-1-21
STREET No. 858
EXISTING BUILDING
NYS ROUTE 7 (DUANESBURG ROAD)
PRELIMINARY UTILITIES PLAN
WITH FUELING STATION PLAZA
900 & 940 DUANESBURG ROAD
TOWN OF ROTTERDAM
COUNTY OF SCHENECTADY
STATE OF NEW YORK
ABD ENGINEERS & SURVEYORS
DATE: JULY 25, 2024
SCALE: 1" = 40'
DWG. NO.: 9614-001
SHEET OF 6 12


I-88
900
860
ORIGINAL LOT 1 AREA:
705,032± SF (16.51± AC)
NEW LOT 1 AREA:
926,668± SF (17.43± AC)
ORIGINAL LOT 2 AREA:
NEW LOT 2 AREA:
CONCRETE WASHOUT AREA
SILT PROTECTION (TYP.)
CONSTRUCTION FENCE
STABILIZED CONSTRUCTION ENTRANCE
TEMPORARY SEDIMENT BASIN (SHALLOW SWALE)
STORAGE AREA
EQUIPMENT AND MATERIAL
SILT FENCE
TOPSOIL STOCKPILE
NYS DOT CURB CUT & UTILITY PERMIT REQUIRED
FIRE FLOW DATA:
FLOW=1,000 GPM
FIRE FLOW DATA:
STATIC=46 PSI
RESIDUAL=38 PSI
ROUTE 32 (SARATOGA ROAD)
SILT FENCE DETAIL
FILTER FABRIC DROP INLET PROTECTION DETAIL
CONCRETE WASHOUT AREA DETAIL
COMMERCIAL SITE
STABILIZED CONSTRUCTION ENTRANCE DETAIL
TEMPORARY SEDIMENT BASIN DETAIL
PRELIMINARY EXISTING CONDITIONS & EROSION CONTROL PLAN
BJ'S WHOLESALE CLUB
WITH FUELING STATION PLAZA
ROUTE 9 AND INTERCHANGE ROAD
TOWN OF HALFMOON
COUNTY OF SARATOGA
STATE OF NEW YORK
ENGINEERS
SURVEYORS
JULY 29, 2022
1" = 50'
SHEET OF


STORM DETAILS
SMP SIGN
BIORETENTION BASIN #1A AND OCS#1A CROSS-SECTION
BIORETENTION BASIN #2A AND OCS#2A CROSS-SECTION
BIORETENTION BASIN #2B AND OCS#2B CROSS-SECTION
BIORETENTION BASIN #1B & 1C AND DETENTION BASIN CROSS-SECTION
HOTSPOT (TYP.) BIORETENTION 1B PLANTING & CROSS SECTION DETAIL
BIO-RETENTION 1A, 1C, 2A, 2B DETAIL
UNDERDRAIN CLEANOUT
2'-6" SQUARE PRECAST REINFORCED CONCRETE CATCH BASIN
PRECAST CONCRETE STORM MANHOLE DETAIL
WATER DETAILS
WATER LATERAL CONNECTION AND VALVE DETAIL
THRUST BLOCK DETAIL
HYDRANT INSTALLATION DETAIL
SANITARY DETAILS
IN-LINE CLEANOUT
1000 GALLON GREASE TRAP
PRECAST GREASE INTERCEPTOR
PRECAST CONCRETE MANHOLE DETAIL
SITE DETAILS
TYPICAL TRENCH SECTION FOR SANITARY SEWER, STORM SEWER & WATER
HEAVY DUTY / LIGHT DUTY MILLINGS AND PAVEMENT DETAIL
WATER MAIN CROSSING
LANDSCAPING DETAILS
EVERGREEN TREE PLANTING DETAIL
DECIDUOUS TREE PLANTING DETAIL
SHRUB PLANTING DETAIL
TYPICAL BIO-RETENTION PLANTING PLAN
BIORETENTION PLANTING DETAILS TYP.
SITE DETAILS
BJ'S
WETH FUELING STATION PLAZA
NO 5 AND 9 DARRIGAN ROAD
TOWN OF MONTGOMERY
COUNTY OF ORANGE
STATE OF NEW YORK
ADD ENGINEERS & SURVEYORS
JULY 26, 2024
NO SCALE


REINFORCED CONCRETE SIDEWALK DETAIL
SINGLE & DOUBLE CART CORRAL DETAILS
FENCE DETAIL
CONCRETE CURB DETAIL
SECTION AT RETAINING WALL DETAIL
CURB TRANSITION DETAIL
CONCRETE TRUCK RAMP -- ALTERNATE LAYOUT
CONCRETE STOOP DETAIL
SIDEWALK DETAIL
BJ'S DETAILS 1
WITH FUELING STATION PLAZA
TOWN OF HAUPPAUGE
COUNTY OF SUFFOLK
STATE OF NEW YORK
ENGINEER
SURVEYOR

DRAFT


BOLLARD SCHEDULE
QTY
TYPE
DESCRIPTION
COLOR
LOCATION
METAL CAP WELD & GRIND SMOOTH
STEEL PIPE BOLLARD W/ POLYPROPYLENE COVER. 4'0, 6'0 & 10'0 FOR EXTERIOR USE. SEE ABOVE BOLLARD SCHEDULE, FOR TYPE, LOCATION AND SIZE.
FILL WITH CONCRETE
CONCRETE SLAB / ASPHALT PAVING
24"Ø CONCRETE FOOTING
BOLLARD DETAIL (TYP.)
SEE BOLLARD SCHEDULE
EMBED SIGN POST (SEE DETAILS)
BI – MEMBER WITH INFANT SIGN DETAIL
When parking spaces are along the sidewalk or wall with no sidewalk
BC – BOPIC SIGN DETAIL
PAINT STRIPING DETAIL & HANDICAP WARNING
DOME SPACING
DOME SECTION
DETECTABLE WARNING STRIP DETAIL
TRE CENTER PARKING ONLY
PROPANE CUSTOMER PARKING ONLY
BG – TIRE CENTER PARKING SIGN DETAIL
BP – PROPANE PARKING SIGN DETAIL
Parking Stall Along Walks and Sidewalks
Curbside Pickup
Back to Back Parking Stalls
Curbside Pickup
BOPIC PAVEMENT MARKING DETAIL
SETON POST & HANDICAP SIGN IN PIPE BOLLARD DETAIL
SEE BOLLARD SCHEDULE
CONCRETE SIDEWALK
BB – EXTERIOR BREEZEWAY BOLLARD DETAIL
SIGN POST DETAIL
STOP
STOP SIGN DETAIL
ONE WAY
ONE WAY SIGN DETAIL
DO NOT ENTER
DO NOT ENTER / EMERGENCY VEHICLES ONLY SIGN DETAIL
BJ'S DETAILS 2
WITH FUELING STATION PLAZA
903 & 905 GUARDHOUSE ROAD
TOWN OF ROTTERDAM
COUNTY OF SCHENECTADY
STATE OF NEW YORK
ENGINEERS
SURVEYORS
DRAFT

"A Nice Place to Live" "A Nice Place to Do Business"

Town of Rotterdam
Office of the Planning Commission

Thomas P. Yuille, Chairman
Peter J. Comenzo, Senior Planner

Telephone (518) 355-7575
Facsimile (518) 355-2725

Resolution Number PC28-2023
Moved by Mr. Miglucci seconded by Mr. Collins
Applicant: GDP Lville Rotterdam, LLC

Resolution Adopting a Report and Recommendation on the Change of Zone Request by GDP Lville Rotterdam, LLC

WHEREAS, the Town Board of the Town of Rotterdam ("Town Board") has received an application from GDP Lville Rotterdam, LLC ("Contract Vendee") for a Change of Zone from Agricultural (A-1) to General Business (B-2) on ±17.30 acres comprising two parcels of land known as 880 and 900 Duanesburg Road (Tax Parcel #57-3-7.112 and 57.7-1-1.2); and

WHEREAS, the Town Board referred the Change of Zone application to the Planning Commission on August 9, 2023 for a report and recommendation thereon; and

WHEREAS, the Applicant, through its representative, Luigi Palleshi with ABD Engineers and Surveyors, presented the Change of Zone application to the Planning Commission at its regularly scheduled meeting held on September 5, 2023; and

WHEREAS, the Planning Commission reviewed the proposed Change of Zone at its regularly scheduled meetings held on September 5, 2023 and September 19, 2023; and

WHEREAS, the Planning Commission has deliberated on the proposed Change of Zone;

NOW, THEREFORE, upon motion of Member Miglucci, seconded by Member Collins,

BE IT RESOLVED, by the Planning Commission of the Town of Rotterdam as follows:

1. The Planning Commission hereby adopts the following as its report on the proposed Change of Zone:

   The Change of Zone request concerns a total of ±17.30 acres consisting of two separate parcels located on the north side of Duanesburg Road immediately east of the entrance ramps to Interstate 88. The properties known as 880 and 900 Duanesburg Road are currently vacant and previously contained a single-family residential structure at 880 Duanesburg Road and a single-family residential home with a barn and associated outbuildings on 900 Duanesburg Road. These structures were demolished approximately 11 years ago. The Applicant seeks the change of zone to facilitate the construction of a new ±102,500 square foot BJs Wholesale Club with fuel pumps and a proposed ±2,000 square foot fast food restaurant. In addition to the proposed fueling facility proposed for this site, there are other fuel and convenience type facilities in the immediate vicinity. There is a recently constructed gas station/convenience store, liquor store, and a fast-food establishment (Wendys) located immediately to the west of the I-88 entrance and a truck stop fueling center with fast food (Pilot/Dunkin

Donuts/Subway) also located immediately to the west. There is an existing regional library facility located to the east. And additional properties to the east of these parcels in the vicinity of the site are currently zoned B-2 and contain retail businesses and a wellness center. Lands of the Schalmont Central School District are located to the south are primarily wetlands and the entrance to the school campus is located approximately 1000 feet east of the proposed entrance to the property to be rezoned.

Rezoning the parcel would expand the allowable uses to include, in addition to uses allowed in the B-1 zoning district, the following:

- Establishments for making, assembling or repairing articles, with all such activities and Storage located entirely within an enclosed building;
- Commercial health and recreation establishments;
- Wholesale business and storage conducted entirely within an enclosed building;
- Data processing and computer services;
- Motor vehicle repair shops (special use permit);
- Propane gas filling stations (special use permit);
- Car washes (special use permit);
- Dry-cleaning laundry facilities (special use permit);
- Mass transportation facilities (special use permit);
- Drive-in establishments (special use permit);
- Public utility or communications installations (special use permit);
- Hotels and motels (special use permit);
- Contractor's shops and equipment storage yards (special use permit);
- Veterinary hospitals (special use permit);
- Motor vehicle sales and rental establishments (special use permit);
- Motor vehicle fuel filling stations (special use permit); and
- Convenience stores (special use permit).

There would be a change in the required lot area and lot frontage; the current zoning requires a 1-acre minimum lot area with 150 feet of lot width. The proposed B-2 zoning district would require a minimum lot area of 15,000 square feet, with a minimum lot width of 100 feet.

2. Subject to the considerations set forth below in Paragraph 3, the Planning Commission hereby adopts a **positive recommendation** on the GDP Lville Rotterdam, LLC Change of Zone request for the following reasons: The proposed Change of Zone would permit the construction of the proposed ±102,500 square foot BJs Wholesale Club with fuel pumps and a proposed ±2,000 square foot fast food restaurant. In large part, the surrounding neighborhood is zoned General Business (B-2), and for the most part the area is developed commercially. Permitting a commercial development at this site meets the objectives of the Comprehensive Plan. This property has been identified as a key property for development in the western portion of town given its location immediately adjacent to the interstate entrance/exit. It was identified in the 2001 Comprehensive Plan and in various subsequent planning studies as being a commercial parcel that if designed correctly, could be of a benefit to the community.

The proposed Change of Zone would be consistent with the neighborhood and existing land use development in the area.

The property has retained its agricultural zoning as this property previously contained a large farmhouse and associated structures. The farm was bisected by the construction on Interstate 88 over fifty years ago. While the property remains zoned Agricultural, it is no longer a suitable zoning for the site as it is surrounded by other Commercial uses and is located at the major intersection of Duanesburg Road (NYS Route 7) and NYS Interstate-88.

3. This recommendation is subject to the following considerations:

   a. The applicant should prepare a traffic study and work in coordination with NYSDOT to address traffic impacts due to the location and high volume of traffic in the area of this highway interchange.
   b. Neither a positive recommendation by the Planning Commission, nor any rezoning action taken by the Town Board, should be construed as an approval or other favorable position concerning any proposed conceptual development plan. Any proposed development shall remain subject to full review by the Planning Commission and, as necessary, by the Zoning Board of Appeals.

Member	Aye	Nay	Absent
Thomas Yuille	X		
Mark DAlessandro	X		
Wayne Calder			**X**
Clark Collins	X		
Joseph Miglucci	X		
Lynn Flansburg	X		
Joseph Signore	X		

Peter J. Comenzo
Senior Planner

Thomas P. Yuille
Planning Commission Chairman

DRAFT

1. **GDP Lville Rotterdam, LLC (Contract Vendee) – 880 & 900 Duanesburg Road. Discussion on Report and Recommendation to the Town Board on a Change of Zone on ±17.30 acres from Agricultural (A-1) to General Business (B-2). Applicant is proposing construction of a ±102,500 square foot BJ's Wholesale Club with associated eight (8) island fueling station and a ±2,000 square foot retail building with drive thru. Engineer: ABD Engineers, LLP**

Mr. Palleschi: Good evening, Luigi Palleschi with ABD Engineers and Surveyors. Also with me tonight is the applicant with GDP and representative of the applicant as well.

We are here tonight to discuss 900 Duanesburg Road as well as 880 Duanesburg Road. I think most of you are familiar with this site. It is right at the intersection of the I-88 on ramp. To the east you have the library, to the southeast you have Schalmont Schools, over to the west you have the Pilot Truck Stop and across from that is the 7-11 Truck Stop. It is a good commercial corridor here for this property and for BJ's. We all know BJ's is currently in the Town of Rotterdam on Campbell Avenue. That site is over an Aquifer and cannot have gas and that has always been BJ's goal is to also provide gas to its members. When this property came up, they were interested not only to stay in Rotterdam and see if this site could work so, when they brought it to us, we prepared a conceptual site plan as you can see. This will allow them to not only to have gas but build a newer, bigger building and be in this area where you still have visibility being that you are at an intersection with commercial corridor that this has become.

880 is another parcel that is under contract. Both of these parcels are owned by Flying J. So, 880 is the smaller parcel and that would be proposed drive-thru fast-food establishment there. That would be coming off of the main drive off of Route 7. So, what we are proposing here is 102,500 square foot building. It will have the tire center, it will have the gas as I mentioned and it will have propane filling, everything you could ever need or want and similar to what is at the Campbell Avenue site. We are proposing a full curb cut off of Route 7 and we have over 500 parking spaces as laid out with landscaped islands and trees. There is municipal water on Route 7, so we would come in with a new water lateral to serve this. Obviously, the building would be fire sprinklered and we would have access around the entire building for Fire Protection and emergency vehicles. There is no public sewers near this site, as we all know, so we do have areas where we are proposing a wastewater treatment facility. So, BJ's has several facilities like this in all parts of the country and in New York of course and last week I was on a call with their engineer who designs these wastewater treatment facilities and they are pretty sophisticated and they are underground for the most part, but they will have a building structure because of how they aerate under the ground and then they need these blower systems and that building will be sort of back in this location here closer to I-88. We can always provide you the details on that. The facility would probably be around 10,000 gallons per day is our proposed use based on the New York State DEC standards for this size facility.

Storm water, so if you know the lay of the land the site does sit up higher on the easterly side of the site and it all rolls to the West towards the ramp. It is our vision to keep the building up high. Our driveway coming in off of Route 7 and the parking as close to the main entrances the building. And then on the low side we are proposing the storm water management system. Knowing the soils out there we are anticipating a bioretention stormwater practice so, I don't know if most of you are familiar with them but that provides additional plantings within the stormwater area which will obviously meet the DEC stormwater regulations. We do have some street trees lining the I-88 ramp as well as Route 7 to try to beautify this site.

Signage we are proposing 2 signs. It is important to have one right at the ramp in the northwest corner of the site. That would be a pylon sign you know to what you have across the way at the other truck stop facilities. Obviously with gas it is important to display the prices and then there is another one right on Route 7 right next to the main entrance and that would be a smaller sign. We can certainly provide those details as we move forward.

In the back is the loading dock for deliveries. Again, Providing ample turning movement for the tractor trailers and emergency vehicles to get all the way around the building. This has plenty of parking spaces and circulation throughout the site. It was brought to my attention with the team that where we had originally picked and proposed the main entrance, it was considered to possibly move that entrance further east as far away from the intersection as possible. So, late last

week I was able to do some sketches and I do think I can move that entrance as far east as possible. We know we have to work with DOT of course, because Route 7 is a state highway.

So, we can propose and show different sketches and work with DOT to get that driveway as far east as possible, however, what it will do is the drive-thru and restaurant would have to flip flop which isn't the end of the world. It does allow us to be more flexible with that tenant space because we really do not know what is going to go there yet but the vision is to have some sort of drive-thru establishment. So, looking at moving, that driveway east opens up a bigger pad for that out parcel as I call it and provide different connectivity between BJ's parking lot and that drive-thru facility.

Chairman Yuille: You would probably have to consolidate those two lots too.

Mr. Palleschi: either a consolidation or a lot line adjustment is what I was thinking. The first goal was can we fit it just on that parcel 880 and we did keeping it nice and narrow but with this consideration I think we can just flip flop and move the lines if that is what we want to do.

We are here tonight as you know we made application to the town board for a change of zone because this parcel is in an agricultural zone and like the other parcels for the truck stops that those were converted from this agricultural zone to a B-2 zone which allows the gas. We made the application to the town board so we are here to discuss this project with the Planning Commission And hope for that positive recommendation back to the town board but not only talking about the site plan stuff here, I think hopefully we all agree that it is very important to state that BJ's would love to stay in Rotterdam and only going from one location to the other for the gas and be part of this community still.

Just to kind of give you everything that I know, as far as traffic goes, we know that is going to be an item here to discuss VHB has been retained to do the traffic study. They have not done it yet because school is out. School starts this week so they are ready to go next week and get all the traffic data that they need with the school buses and we have copies of the traffic report that was done for the 7-11. So, they will be reviewing that and kind of coordinating it all together. It is a busy intersection but a lot of the residents that travel this would be happy that the BJ's is there and a lot of those trips would be pass by trips. Some would be new trips but a lot of pass by as well because of what is there on Route 7 already.

Further to the east there are two properties that area already zoned B-2, I don't know if most of you are familiar with that, but the one building there is the AAC Chiropractor and For the Love of Bacon. So, that property does go all the way back and it is B-2 zone and it does touch this property. So, as far as you know, the zoning in this area as B-2, you can see the trend from Pilot to 7-11 and what was already done on the easterly side of the site.

That is, it for right now and I will turn it over to the Board, if you have any questions, we are here to answer them.

Chairman Yuille: Mrs. Flansburg?

Mrs. Flansburg: For point of reference, do you happen to know the size of the current BJ's to know the difference between the current one.

Ms. Marsh: I'm going to see if I can find it really quick.

Mr. Palleschi: It's very similar. She is going to look up the square footage.

Mrs. Flansburg: Just so it kind of gives us an idea.

Mr. Palleschi: It's not doubling in size.

Mrs. Flansburg: Would it be similar to the store that is in Colonie, it seems like it's bigger but maybe it's just laid out differently. 500 parking spaces makes me say wow. Can we talk about banking spots for later? Does BJ's need 500 or is it based on just the way our code is and the size of the building.

Mr. Palleschi: It is per code and I am always in favor of banking these parking spaces.

Mrs. Flansburg: If you need them, they can be made available but that is a whole lot of gray area that may not be necessary.

Mr. Palleschi: We would definitely love to consider that if we can save pavement now and bank them for later, if they ever need them.

Mrs. Flansburg: Especially because you are converting, when we make our recommendation to the town board should it move from agricultural to B-2. Fueling station will there be diesel? Is it just regular people coming through?

Mr. Palleschi: It is my understanding it is only geared through the members. I do think there will be diesel because pick up trucks today are diesel.

Mrs. Flansburg: Will tractor trailers…

Mr. Palleschi: No tractor trailers. We need to get tractor trailers through the site for deliveries and also delivery the fuel but right by the station you will see the underground tanks that are proposed.

Mrs. Flansburg: Also, where the fuel is, it seems odd that it is in the back corner but that is how the one is in Colonie too. You have to get all the way into the site and all the way into the back. If you are banking some spaces having it be less dense with parking where cars are going to be fueling and driving off. That is my two cents worth. I think this is a great project. I'm glad they want to stay in Rotterdam. I think they tried do a fueling station at the top of the hill where the car wash is now years ago and it didn't work out and I'm glad this is a solution that hopefully will.

Chairman Yuille: Mr. Signore?

Mr. Signore: I think it's great. This is the type of development that I like to see. It's big in square footage and less impact on the infrastructure. For instance, an area like that I would rather see something like this then 300 homes in addition to the impact on the school with children. This is ideal when you have a big building that come in with a lot of square footage and pays a lot of taxes.

Chairman Yuille: Mr. Miglucci?

Mr. Miglucci: The trucks coming off of I-88 there, they will not have far to travel and we are not taking delivery trucks through the streets of Rotterdam. How many more employees will be hired for this? It looks like it's going to be a bigger operation.

Ms. Marsh: Tiffany Marsh with GDP Lville. There are 75 part-time employees in the store this size and 75 full-time so it's 150 altogether.

Mr. Miglucci: The BJ's that is here now, you're adding on a gas station and a tire facility so it's going to be more people.

Ms. Marsh: There is tire existing now. So, we are adding the gas station. So, for this size it is 75 and I will confirm the square footage, I'm sorry I can't find it quick enough, but I will confirm the square footage of the current and the employee count on the current store for you tomorrow.

Mr. Miglucci: I'm all set.

Chairman Yuille: Mr. Collins?

Mr. Collins: The only question that I have is on the fueling station is there enough room if someone comes in with a big fifth wheel to get around to get gas. That would be my only concern if they could swing the trailer around to get gas and we don't want them to get there and not be able to get gas and get out.

Mr. Palleschi: We are providing like 50' as your approach coming in and this is all geared up, it's all one-way. So, you would come in and you would exit facing the ramp and then you would move around.

Mr. Collins: There is enough room to make the loop?

Mr. Palleschi: Yes, 50' in the front and it looks like 35' on the back side to make that swing out.

Mr. Collins: That was my concern because I have a big fifth wheel.

Mr. Palleschi: The intent would be to get those fifth wheels through here and then back out.

Mr. Collins: I think it's a great project. I'm excited about it. That was my only concern, Mr. Chairman.

Chairman Yuille: Mr. Calder?

Mr. Calder: I hope it works out. Not only does it give us some more tax base over there but it also adds tax base to the building that is being left vacant down there where the BJ's is now. I think that is a plus for the town. I know that that corridor was really busy for a while because they are trying to enforce to keep the tractor trailers off of Route 7 because they were parking out there for the longest time and I know that they are enforcing it and making them move on so it's getting less and less congested which is good. That will add more but there is always a cost when it comes to getting something changed and something new. I like the project and I hope it works out. I really do. That is all that I have.

Chairman Yuille: Mr. D'Alessandro?

Mr. D'Alessandro: You answered the question about the gas and diesel and the store. Are you going to be selling that store. There is a lot of blight down there with Office Max closed up, Average Joe's going, the rental store next door gone, the mall being dead, that is all we are going to need is another empty store down there. Are you selling that?

Mr. Palleschi: BJ's doesn't own that building. It's owned by, I don't know who owns it, it's not owned by BJ's. They are just leasing that building and that land and that would be the same here when they move here.

Mr. D'Alessandro: That is all that I have.

Chairman Yuille: Are you sure about that Luigi? I thought Iovinella sold building a few years ago.

Mr. Palleschi: You are right, Iovinella sold it, but it is my understanding that they sold it to another company.

Chairman Yuille: Okay because they are not going to own this building either, this is going to be owned by your company, right?

Mr. Palleschi: Correct.

Chairman Yuille: Do you have anything else, Mr. D'Alessandro?

Mr. D'Alessandro: That's all that I have.

Chairman Yuille: That was one of the questions that I had is what they were going to do with the building but another company that has it.

Looking at this site would have been a better location for BJ's from day one, if it was available. At that time, it wasn't available. It's much better location for you and I think you will draw more traffic in off of the Thruway and I-88 and people going out that way. The one down next to the mall is tough and we looked at that for years.

The other question that I had was if you flip flop that restaurant to the other side then you are going to have to move that proposed stormwater area, correct?

Mr. Palleschi: Yes, we would. What that will do, I still need a certain surface area for the stormwater bioretention and then the rest may have to go underground, under the parking lot. That is something that is a tradeoff.

Chairman Yuille: I saw this note on the plan that said reserve area for water treatment system. I didn't realize you were going to have a water treatment system.

Mr. Palleschi: I didn't either until last week. So, BJ's and GDL, they use a company called Stantec which manufactures these types of systems and when I was on a conference call with them, it was interesting, I have some documents that I can share with everyone and they will design up to 100,000 per day or 50,000 gallons and one that they shared with me was about 10,000 gallons a day which is about what this is going to use. So, some of these facilities that they have used they have put in the middle of golf courses that not only serve the golf course but a bunch of homes that are surrounding the golf course where odor is important and you don't want it to smell. They have this unit and those are the questions that I asked and when he shared the details with me over the phone, I was actually impressed. Obviously, they have to work with DEC and get it approved and I reserved that area in case they need to pump it to some sort of leach field system. It will get treated and then there are 2 options, if you have the soils to let it go back in the ground or you have to treat it further it would be discharge. So, you could literally discharge it because what he is saying is after it goes through this treatment it is river quality. So, it was interesting as to how they were describing it and the information he sent so far. I have to get some more info from them but they do this all over for a lot of facilities for BJ's.

Chairman Yuille: When you think about Mohonasen for years up until a few years ago, they were always on septic and I believe Schalmont is on septic. They may be coming over and looking at your sites.

Mr. Collins: Will they have a grinder pump in there and everything?

Mr. Palleschi: There will be pumps to pump it into the system and then there is aerators, again, they are underground.

Mr. Collins: It is like a little treatment plant basically.

Mr. Palleschi: It is and these systems need to be in a grassed area because they will sit above grade and it's like a metal lid that you will see and then all of those are interconnected and it goes through, like the only unit you will really see is it looks like a little shed. Just a standard shed and that is where the blowers are.

Mr. Collins: The town has a lot of sewer and they don't really smell. They are odor controlled and you don't really know they are there.

Chairman Yuille: That is like what the Orenco systems were supposed to be like that at one point. They used them at ski resorts and that type of place.

Steve, do you have any questions or comments?

Mr. Valiquette: No, I think I will wait for the review of the traffic study before to making comments and same for the review of the wastewater treatment. That is, it.

Chairman Yuille: Mr. Comenzo?

Mr. Comenzo: No questions and just some comments that need to be coordinated with the attorney to discuss SEQR and some of the issues regarding the timing. So, this Board is going to obviously be making a report and recommendation and we are getting a little bit into the site plan and it sounds like some redesign that is going to have to occur. I did speak with folks at DOT yesterday and sent them the conceptual plan and they said basically the current access would not fly because the proposed the entrance right now is really where the turn lane to get onto I-88 starts and then the further we get away from that intersection obviously, will be looking for a left turn lane and I believe there is one right now that is kind of useless since there are no curb cuts in that area. The fact that they have VHB doing the traffic analysis and they are waiting for school to start, those will get addressed. Lynn brought up the issue with the parking so, our code when it was originally adopted there was not a BJ's where you had these warehouse clubs so there are 500 parking spots proposed. I'm sure BJ's knows how many parking spots based on the current facilities they have in the northeast, how many spots they actually need. So, the Planning Commission has the ability to waive those requirements obviously if you can demonstrate that you only need 300 or whatever the number is, you could work that into the redesign with the building.

You are not constrained by lot lines obviously so if you wanted to flip flop the other commercial building or they wanted to put it on the corner or wherever that would work those design issues you can get to now because there is no engineering right now at this point. The other thing is and this is just from utilizing the BJ's in Colonie there are a lot of people that go just for gas. When you look at this you really want to separate the traffic of people walking in and out with their carts and going into BJ's or possibly this fast-food restaurant and folks that are just going in for gas. I don't think you would want that traffic crossing the pedestrians that are coming in and out of the facility. I know the one in Colonie they have it in the far end but there is no main entrance nearby. I'm looking at this now and wondering how you get back there without getting into the mix with the folks with the carts. So, when you go back in and redesign the site, you might want to look at separating the traffic for the fast-food restaurant and then the gas pumps and try to separate it from the folks that utilize BJ's warehouse. You might be able to do that a lot easier with landscaped islands or something.

Mr. Palleschi: I've already played with shifting that driveway to the east and flip flopping so, with that in mind I'm sure we can come up with something.

Mr. Comenzo: It's early at this point and you still have to go to the Town Board and public hearing and SEQR and there will be some changes between now and when this Board sees it again. But I'm assuming you are looking to come back fairly quickly for a report and recommendation to get the ball rolling.

Mr. Signore: When are you looking to put a shovel in the ground? Spring?

Mr. Palleschi: Probably spring.

Chairman Yuille: They need to get a recommendation first, Joe, they need a zone change.

Mr. Palleschi: We can't start now.

Chairman Yuille: One thing that I have seen that they do and its hard to tell on that but they take those gas pumps and angle them. Like Stewart's did on theirs. It makes it a little easier, especially if you are going in one way and coming out. It might make them easier to get into, but with 50' you might have plenty of room.

Mr. Palleschi: I think we can massage that a little bit.

Chairman Yuille: We will not be doing a motion on that tonight, but we will get some of the information that we need.

Mr. Palleschi: So, what are the next steps. Obviously, we'll keep going with some of these edits to shifting the driveway easterly, work with VHB on the traffic data and then resubmit. This Board would like to hear that before making that recommendation to the Town Board.

Chairman Yuille: Yeah, but you wouldn't have to go through the whole presentation but…

Mr. Comenzo: I guess the question is how comfortable are you moving forward with a report and recommendation. You are not going to be the lead agency. That is going to be the Town Board. You will be an involved agency for SEQR but as far as what is required for traffic study and for all the other studies that will have to be done in terms of the SEQR review, it will not come back to you for a while. I think they are looking for a report and recommendation so that we can get that ball rolling.

Chairman Yuille: So are you suggesting we do that…

Mr. Comenzo: I don't know how long you want to wait. You'll get the traffic and study eventually and if you are not comfortable in making a report and recommendation until the board sees traffic data or if your comfortable deferring and then commenting on the SEQR process and getting the Town Board to do that work. Typically, the Planning Commission is the lead agency but, in this case, there is a change of zone involved and the Town Board needs to look at all those things. The one thing that I do want to mention and it's probably on your list is you probably want to get a TDE on board sooner rather than later because with SEQR component.

Ms. Slevin: Mary Beth Slevin here again, counsel for the applicant. What we would hope to be able to do is to focus on the issue before the Board right now which is the recommendation for the zoning change and that really focuses on the comprehensive plan and how the comprehensive plan contemplates what's being requested by the applicant. With respect to SEQR what we would hope to do is really separate that issue and make sure that the Board has the information that it needs to remain involved as an involved agency while we go through that process with the Town Board. To move forward with the recommendation on the zone change when the Board is comfortable and then to continue on with the work that needs to be done for SEQR to make sure that gets submitted to the Planning Commission, the Town Board and all other involved agencies and make sure we solicit everyone's comments on the data that is developed so it's a comprehensive review and that all comments are considered in the context of a final SEQR review. Just to give it some context.

Chairman Yuille: Let me see how the Board feels about voting on that tonight. Mark?

Mr. D'Alessandro: I'm fine.

Chairman Yuille: Mr. Calder?

Mr. Calder: Yes.

Mr. Comenzo: Tom, I don't think we are at that point yet. We don't have anything prepared.

Chairman Yuille: I thought that is what you just said.

Mr. Comenzo: What I am saying is do you want to see them in 2 weeks or in 2 months.

Chairman Yuille: "Inaudible…"

Mr. Collins: I thought you wanted to know if we were comfortable making the recommendation, Peter.

Mr. Comenzo: Would you be comfortable making a recommendation without them completing a traffic study that has been reviewed by DOT?

Mrs. Flansburg: Yes, but it sounds like there is going to be significant changes.

Mr. Palleschi: We are not here for site plan approval tonight. We understand that we have to make some modifications and we have to address DOT with whatever traffic comments that might come before this but I think the goal tonight would be to get back to the Town Board for the recommendation and if the Board feels comfortable with saying, from my understanding from every Board Member tonight is that you are in favor of this project which requires the change of zone, so, if you are would you feel comfortable to making that recommendation tonight and then we will go to the Town Board. Obviously, with the Town Board…

Chairman Yuille: We do not have the resolution to vote on it tonight. We can hold it for the next meeting.

Mr. Comenzo: If you are comfortable moving forward without having a completed traffic study, which is the biggest issue that I'm looking at, and making a report and recommendation, we can prepare something in the next 2 weeks and have them back in 2 weeks to vote on the draft report and recommendation. I do not have anything drafted tonight and that is why I wrote it up as a discussion on the report and recommendation. I think we wanted to figure out where the Board was on this and it sounds like the Board is favorable with the recommendation so we can work with the attorney and draft some custom language for you to look at prior to the next meeting.

Mr. Palleschi: The sooner the better. 2 weeks would be great.

Chairman Yuille: 2 weeks would be the 19th is our next meeting.

Mrs. Flansburg: Would you like a motion for the TDE.

Chairman Yuille: Yes. At this point, I would entertain a motion to allow the Chairman enter into an agreement for a TDE for this project.

Mrs. Flansburg: I will make that motion.

Chairman Yuille: Mrs. Flansburg made the motion. Do I have a second?

Mr. Signore: I'll second.

GDP Lville Rotterdam, LLC (Contract Vendee)
880 & 900 Duanesburg Road

Chairman Yuille: Mr. Signore seconds the motion. Are there any questions? Please call the vote.

Marlo Carter: Mr. Collins?

Mr. Collins: Yes.

Marlo Carter: Mrs. Flansburg?

Mrs. Flansburg: Yes.

Marlo Carter: Mr. D'Alessandro?

Mr. D'Alessandro: Yes.

Marlo Carter: Mr. Calder?

Mr. Calder: Yes.

Marlo Carter: Mr. Signore?

Mr. Signore: Yes.

Marlo Carter: Mr. Miglucci?

Mr. Miglucci: Yes.

Marlo Carter: Chairman Yuille?

Chairman Yuille: Yes.

Motion carried.

Meeting adjourned at 9:06 p.m.

Motion to adjourn the meeting was made by Mr. Collins and Mr. Signore seconded the motion.

Next meeting scheduled for September 19, 2023

Respectfully Submitted,

Marlo L. Carter
Planning Commission Secretary

DRAFT

Verbatim Planning Commission Minutes of September 19, 2023

GDP Lville Rotterdam, LLC (Contract Vendee) – 880 & 900 Duanesburg Road. Discussion on Report and Recommendation to the Town Board on a Change of Zone on ±17.30 acres from Agricultural (A-1) to General Business (B-2). Applicant is proposing construction of a ±102,500 square foot BJ's Wholesale Club with associated eight (8) island fueling station and a ±2,000 square foot retail building with drive thru. Engineer: ABD Engineers, LLP

Chairman Yuille: Mr. Palleschi, can you give us an update on the project.

Mr. Palleschi: Good evening, Luigi Palleschi with ABD Engineers & Surveyors, here representing GDP Lville. They are here tonight. We were here before the Planning Commission back on September 5th and we presented this project in full detail. We listened to some of your comments in regard to possibly shifting that driveway connection off of Route 7 further east which we are working on the plan, I do have that shown up here, if anyone needs to see it a little closer. We can shift it. We shifted it about 100' further to the east which gets it out of that right turn lane. We are aware, obviously, that we have to work with DOT with that curb cut connection.

Now that school is in session, VHB, as I told you, is the traffic consultant for this project. They, I believe, are out there taking some data and they will producing a traffic study report when we get back, hopefully, to the Town Board.

Other thoughts from the last meeting was the amount of parking. I think we had over 500 parking spaces dedicated for BJ's. After speaking with BJ's, they gave us a comfortable number where they felt with their numbers 4.5 parking spaces per 1,000 square foot of gross so, that takes us just under 500 parking spaces so, what you see up here is less parking spaces. We do not have any banked right now. We are just proposing less parking spaces than what the Town Code requires but you can see what that did was increase the green space along the front and along the intersection right in front of BJ's in itself so, that's sort of helpful and I think this Planning Commission had recommended we look at how many parking spaces do we really need. None of us want to see a sea of asphalt and that also helps with the stormwater.

We are still massaging the in and out of the fueling facility. I know some of the members wanted to make sure that we can get certain fifth wheel vehicles in and out of there which we are working with BJ's fueling facility team as we speak. I know these are a lot of details that we don't really need to get into at this stage. We are simply here tonight to answer any more questions that you might have and hopefully this Planning Commission can grant a positive recommendation back to the Town Board for a change of zone from the agricultural district to B-2.

If there is anything else that I didn't cover from last meeting or if you thought anything more, we would be happy to answer them.

Chairman Yuille: Let me see if the members have anything. Mr. D'Alessandro, any questions?

Mr. D'Alessandro: I think that is a good fit for that area. I like it there. I think it's a bonus because you are going to put less traffic on the road with tractor trailers, getting off the Thruway and I-88, the deliveries will be a lot easier. You're not going through the Town. The only thing that I was looking at is maybe, in the future, I saw like a house there that had some wood, some foliage and everything the blocking the view. I'm just wondering if maybe, eventually, when you do it, I think it was like 848 Duanesburg Road that would maybe put a berm in there with some arborvitaes so they don't have to look at it. That is the only thing I would suggest. Other than that, I like the project.

Mr. Palleschi: It is hard to see on this. This is fairly wooded.

Mr. D'Alessandro: Are you going to leave that?

Mr. Palleschi: Yes. So, the Mohawk Library actually owns this parcel and that is fairly wooded and that will provide the buffer.

Mr. D'Alessandro: So, you are not going to clear cut it, then?

GDP Lville Rotterdam, LLC (Contract Vendee)
880 & 900 Duanesburg Road

Mr. Palleschi: That's correct.

Mr. D'Alessandro: Thank you, Mr. Chairman.

Chairman Yuille: Mr. Collins?

Mr. Collins: I think it's a good project and I think it's really good for the residents of the Town. If we lose BJ's down there, it's a good place to shop and you need businesses like this that help curb costs. I think it's a great location and I'm looking forward to having it go there. That is all that I have, Mr. Chairman.

Chairman Yuille: Mrs. Flansburg?

Mrs. Flansburg: Just one question that I think that I had last time and I think it was the other person that was with you though, the size of the current one in relation to…

Mr. Palleschi: The current BJ's store that is on Campbell Avenue is 115,000 square feet so, this will actually be slightly smaller at 102,750 square feet. It is slightly smaller. Every one of them, they are a little bit different in size. They actually have a smaller one but this is not the smallest.

Mrs. Flansburg: I think it's a good project and great area. I was a little hesitant as far as where the original entrance was going to be in relation to the entrance to I-88 and I-90, but I look forward to working with you guys through the rest of the project.

Chairman Yuille: Mr. Signore?

Mr. Signore: No comments. I'm good. I know you said there would be fewer parking spots, but in reality, let's just say you had 400, that would be 400 to 600 people at one time in BJ's. I go there a lot and I've never seen that many people and that parking lot is huge. You are not going to see 500 people in BJ's at any one time.

Mr. Palleschi: I would agree.

Chairman Yuille: Mr. Miglucci?

Mr. Miglucci: The BJ's presently now over by the mall, I believe she said there was approximately 150 employees. Is this going to create any new jobs.

Mr. Palleschi: I think those people will move over to here.

Mr. Miglucci: But will it create any additional jobs, do you know off hand?

Unidentified Male: In retail jobs it will probably be relatively close to a wash. There will be temporary construction jobs that we can get you the exact numbers and this will have something that come out for a lot of retailers in Covid where you order online and then go pick up so that is more of a warehouse type job and they are a little bit better paying jobs than someone who is retail use on the floor, the warehouse is a little bit of a better paying job.

Mr. Miglucci: If it creates one more job, I like it. That is all that I have, Mr. Chairman.

GDP Lville Rotterdam, LLC (Contract Vendee)
880 & 900 Duanesburg Road

Chairman Yuille: I agree with the Board Members. It fits the comp plan that was there and it is in line with all of the other commercial properties that are out there. Pilot and the one across the street from Pilot and I don't have a problem with it. It's a good use for the site. If that land was available, it probably should have gone there originally because we went through all kinds of problems trying to justify how they could put gas down there over the Aquifer and it was not allowed. I have no problems with it and I think it would be a good thing. There's going to be traffic but it's not like church when everyone comes out at once, you are going to get cars coming out little by little and cars going in one at a time. It's like Aldi's over here at the five corners. You see a few cars come out and you see a few cars go in. It's not a steady flow of traffic and I agree with Joe what he said about the parking. I don't think you need that number of parking and if you could adjust it so you could get a route into the gas station and get the cars away from where the pedestrians are walking would be probably be a good thing to look at.

Mr. Palleschi: We are working on that as we speak. We are working with the BJ's team as well. You could come in the main entrance, turn quickly left and then get all the way to gas and then they would exit the same way and of course, there would be signage and then right in front of the breezeway, BJ's has a protection zone where it would be striped and signage just for that reason.

Chairman Yuille: Mr. Comenzo, do you have anything to add?

Mr. Comenzo: We had a lengthy discussion at the last meeting looking at this project. I did circulate a draft resolution on Thursday to the Board members and I don't know if everyone looked at that. I did also send out the TDE contract. We are looking to hire Greenman Pedersen as the TDE. They have a few traffic engineers on staff and are familiar traffic design at that firm. I am still waiting to hear back from the developer in terns of getting that agreement signed.

Mr. Palleschi: I will follow up with them.

Mr. Comenzo: We do want to get them on Board before VHB goes out there and actually does set up their parameters of what we are going to want in terms of counts because we don't want to say you forgot and you should have done this and have to send them back out there. That is all I have. I have the draft resolution here.

Chairman Yuille: Ms. Heinel, do you have anything.

Ms. Heinel: Just one question and maybe it was covered in the last meeting and I was unfortunately sick the last meeting so I couldn't be here. What is going to happen with the old BJ's site?

Mr. Palleschi: We don't know. BJ's does not own the property. They lease so when this is built, they will simply move from here to there. The developer GDP is who will own the property here as well so, BJ's will lease it from that entity. So, we are not sure what will happen with the current BJ's site.

Ms. Heinel: Okay, that is all that I have.

Chairman Yuille: Anybody in the audience have a comment or question about the project? I will give you the opportunity to speak even though it is not a public hearing. At this point, I would entertain a motion for a positive recommendation to the Town Board.

Mr. Miglucci: I will make the motion.

Chairman Yuille: Mr. Miglucci made the motion. Do I have a second?

Mr. Collins: I'll second.

GDP Lville Rotterdam, LLC (Contract Vendee)
880 & 900 Duanesburg Road

Chairman Yuille: Mr. Collins seconds the motion. Are there any questions? Please call the vote.

Marlo Carter: Mr. Collins?

Mr. Collins: Yes.

Marlo Carter: Mrs. Flansburg?

Mrs. Flansburg: Yes.

Marlo Carter: Mr. D'Alessandro?

Mr. D'Alessandro: Yes.

Marlo Carter: Mr. Signore?

Mr. Signore: Yes.

Marlo Carter: Mr. Miglucci?

Mr. Miglucci: Yes.

Marlo Carter: Chairman Yuille?

Chairman Yuille: Yes.

Motion carried.

Chairman Yuille: If you could get us some information about the waste treatment. Either give me an address or email or website that I can go to. It caught my interest in that.

Mr. Collins: Is that like a package where they build them offsite and then just drop them in?

Mr. Palleschi: Yes, they are underground manholes and they have aerators in there and blowers. It is a sophisticated system but you only see a couple components sticking out of the ground.

Mr. Collins: Thanks.

DRAFT

PLANNING & ZONING COORDINATION REFERRAL

Case No. R-16-23 Applicant GDP Ville Rotterdam, LLC

Referring Officer Joanne Schillaci Municipality Rotterdam

Considerations: Regarding a 17.3 acre vacant parcel, requesting a change in zone from Agricultural (A-1) to General Business (B-2) to construct a 102,500 SF BJ's Wholesale Club with 16 fuel pumps and a 2,000 SF retail building with drive thru. Located on the northeasterly corner of the I-88 access ramp and Duanesburg Road (SR 7) intersection. Access is proposed to SR 7. Municipal water and individual septic is proposed.

RECOMMENDATION

Receipt of zoning referral is acknowledged on November 9, 2023. Please be advised that the undersigned Commissioner of Economic Development and Planning of the County of Schenectady (having under the Schenectady County Charter the powers and duties of a County Planning Board) has reviewed the proposed action stated on the opposite side of this form and makes the following recommendations:

☐ ***Approve of the proposal.**

☑ **Defer to local consideration (No significant county-wide or inter-community impact)**

☐ **Modify/Conditionally Approve.** Conditions:

☐ **Advisory Note:**

☐ **Disapprove.** Reason:

*A recommendation of approval should not be interpreted that the County has reviewed all local concerns and/or endorses the project; rather the proposed action has met certain County considerations.

Section 239-m of the general Municipal Law requires that within 30 days after final action, the referring body shall file a report of the final action it has taken with the Schenectady County Department of Economic Development and Planning. A referring body which acts contrary to a recommendation of modification or disapproval of a proposed action shall set forth the reasons for the contrary action in such report.

11/20/23
Date

Ray Gillen, Commissioner
Economic Development and Planning

DRAFT

RESOLUTION NO. 480.24

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH BUSPATROL AMERICA LLC FOR IMPLEMENTATION OF THE SCHOOL BUS STOP ARM ENFORCEMENT PROGRAM

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with Buspatrol America, LLC, located at 8560 Cinder Bed Road, Suite 100, Lorton, VA 22079, for the implementation of the School Bus Stop Arm Enforcement Program within the Town of Rotterdam, in a manner acceptable to the Town Attorney and the Town of Rotterdam.

SECTION 2. This resolution shall become effective December 11, 2024.

DATED: December 11, 2024

NAME	AYES	NOES	ABSTAIN
Schlag			
Gallucci			
Dodson			
Mastroianni			
Collins			

DRAFT

TOWN OF ROTTERDAM

John F. Kirvin Government Center • 1100 Sunrise Boulevard • Rotterdam, NY 12306
Telephone: 518-355-7575 • Fax: 518-355-7976 • Website: www.rotterdamny.org

LEGISLATIVE REQUEST FORM

DATE:	December 5, 2024
TO:	Town Board
FROM:	Ronald Schlag
TITLE OF REQUEST:	Bus Patrol Agreement
TOWN BOARD MEETING:	December 11 , 2024
Background Information:	The Town attorney prepared legislation to implement a local law for a school bus stop arm program. Public Hearing is being held on July 10, 2024, and the law was passed at the July 10th meeting as well.
Evaluation/Analysis:	Not stopping for a school bus with its stop arm and lighting enabled presents a safety risk to school age children and implementation of this program may be beneficial in addressing and analyzing the issue.
Recommendation(s):	Enter into an agreement with Bus Patrol.
Attachment/Document(s):	Agreement and Glenville's approved agreement for piggybacking.
Compliance with Purchasing Policy:	NA
Effect(s) on Existing Law(s):	§266B; Local Law 12
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

DRAFT

AGREEMENT

between

BUSPATROL AMERICA LLC

and

THE TOWN OF ROTTERDAM

to use the agreement

TOWN OF GLENVILLE MASTER SERVICES AGREEMENT

for a

SCHOOL BUS STOP ARM ENFORCEMENT PROGRAM

By executing this Agreement to use the Master Services Agreement between BusPatrol America LLC and the Town of Glenville for a School Bus Stop Arm Enforcement Program (the "Agreement"), **THE TOWN OF ROTTERDAM**, with a mailing address of 1100 Sunrise Blvd., Rotterdam, NY 12306 (the "Town of Rotterdam") and **BUSPATROL AMERICA, LLC**., with its principal place of business at 8560 Cinder Bed Road, Suite 100, Lorton, VA 22079 ("Vendor" and/or "BusPatrol") agree to use the Master Service Agreement referred to as the Town of Glenville Contract (hereinafter "Glenville Contract" as the basis of the Agreement the for installation, maintenance and use of school bus photo violation monitoring systems.

WHEREAS 1174-a of the New York State Vehicle and Traffic Law (VTL) authorizes a county, town, city, or village located within a school district to adopt and amend a local law or ordinance establishing a demonstration program imposing monetary liability on the owner of a vehicle for a violation of Section 1174 of the VTL; and

WHEREAS the Town of Rotterdam adopted §266B ("Local Law 12") imposing owner liability for failure of a vehicle operator to stop for a school bus displaying a red visual signal and stop arm, as more particularly set forth in the Local Law;

WHEREAS BusPatrol provides, and the Town of Rotterdam desires to acquire, on behalf of participating school districts, a turn-key, web-based school bus photo violation monitoring system that can be used to capture images of vehicles operated in violation of Section 1174, issue citations to the owner of such vehicle when approved by an authorized City Enforcement Technician, and collect fines from the owner of such vehicle as authorized by Section 1174-a; and

WHEREAS Section 16.9 of the Glenville Contract, entitled Cooperative Purchasing / Multi-Agency Participation / Piggybacking, extends the terms and conditions of the Glenville Contract to any and all other agencies within the State of New York, as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories.

NOW THEREFORE, in consideration of the foregoing recitals, which are expressly incorporated herein, the mutual covenants and agreements set forth herein, and for other good and valuable

consideration, the receipt and sufficiency of which are hereby acknowledged, the Town of Rotterdam and BusPatrol agree as follows:

The foregoing recitals are true, correct and form an integral part of this Contract.

A. INCORPORATION BY ATTACHMENT AND REFERENCE. This Agreement shall include the following documents (attached hereto as Exhibit A):

1. The “Master Services Agreement between BusPatrol America, LLC and the Town of Glenville for a School Bus Stop Arm Enforcement Program” dated September 20, 2024.
2. BusPatrol’s Proposal in Response to Request for Proposal for Stop Arm Surveillance / Camera System for Bus Fleet, dated March 20, 2024.
3. “Request for Proposal for Stop Arm Surveillance / Camera System for Bus Fleet” dated February 21, 2024.

All references to "the Town of Glenville" or "the Town” in the Glenville Contract (including Exhibits) are hereby replaced with "the Town of Rotterdam". In the event of any conflict or inconsistency between the items listed above, the conflict shall be resolved by giving precedence to the documents listed in the order above, with the earlier listed controlling over the latter.

B. TERM.

1. At the time of execution of this Agreement, the term of the Glenville Contract extends through and including five (5) years from the date the first Notice of Violation was issued through the BusPatrol System (subject to extension as set forth in Section 2.0 of the Glenville Contract).

2. The Initial Term of this Agreement shall commence on the date the Agreement is fully executed and shall terminate five (5) years from the date the first Notice of Violation is issued through the BusPatrol System, unless extended.

3. Upon expiration of the Initial Term, the Agreement may be extended for additional periods as described in the Glenville Contract, Section 2.0.

C. TIME OF PERFORMANCE OF SERVICES AND IMPLEMENTATION PLAN.

Upon full execution of this Agreement, BusPatrol agrees to commence the implementation of the Turnkey School Bus Infraction Detection System Safety Program, including the installation, operation and maintenance of the BusPatrol System, (as such term is defined in the Glenville Contract).

D. SIGNATURES.

DRAFT

A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed-to have the same legal force and effect as delivery of an original signed copy of this Agreement.

SIGNATURE PAGE FOLLOWS

DRAFT

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date last set forth below to be effective as of the last date of signature below:

BUSPATROL AMERICA LLC

_____

By: Karoon Monfared
Title: Chief Executive Officer
Date:

THE TOWN OF ROTTERDAM

_____

By:
Title:
Date:

DRAFT

EXHIBIT A

1. The "Master Services Agreement between BusPatrol America, LLC and the Town of Glenville for a School Bus Stop Arm Enforcement Program" dated September 20, 2024.
2. BusPatrol's Proposal in Response to Request for Proposal for Stop Arm Surveillance / Camera System for Bus Fleet, dated March 20, 2024.
3. "Request for Proposal for Stop Arm Surveillance / Camera System for Bus Fleet" dated February 21, 2024.

DRAFT

MASTER SERVICES AGREEMENT

between

BUSPATROL AMERICA, LLC

and

THE TOWN OF GLENVILLE

for a

SCHOOL BUS STOP ARM ENFORCEMENT PROGRAM

This Master Services Agreement (the "Agreement") is hereby made and entered into by and between BusPatrol America, LLC with its principal place of business at 8560 Cinder Bed Road, Suite 100, Lorton, VA 22079 ("BusPatrol" or "Contractor"), and the Town of Glenville, located at 18 Glenridge Rd., Glenville, NY 12302 ("Town") (each a "Party" and together, the "Parties").

RECITALS

WHEREAS, Section 1174-a of the New York State Vehicle and Traffic Law (VTL) authorizes the governing body of a county, town, or village located within a school district to adopt and amend a local law or ordinance establishing a demonstration program imposing monetary liability on the owner of a vehicle for a violation of Section 1174 of the VTL; and

WHEREAS, Town adopted Town of Glenville Code § 255-13.2 ("Local Law") imposing owner liability for failure of a vehicle operator to Stop for a school bus displaying a red visual signal and stop-arm, as more particularly set forth in the Local Law; and

WHEREAS, the Local Law establishes fines for each violation as authorized by Section 1174-a of the VTL, and further authorizes the Town to cause to be installed and operated school bus photo violation monitoring systems on school buses owned or operated within Town, as more particularly set forth in the Local Law; and

WHEREAS, BusPatrol provides, and the Town desires to acquire, on behalf of Participating School Districts, a turn-key, web-based school bus photo violation monitoring system that can be used to capture images of vehicles operated in violation of Section 1174, issue citations to the owner of such vehicle when approved by an authorized Town Enforcement Technician, and collect fines from the owner of such vehicle as authorized by Section 1174-a; and

WHEREAS, the Town represents that it has the authority, in accordance with Section 1174-a and the Local Law, to enter into this Agreement with BusPatrol, and to establish the terms and conditions upon which Town may engage BusPatrol to install, maintain and operate school bus photo violation monitoring systems within Town; and

WHEREAS, Town has reviewed the business and financial terms of this Agreement and confirms that the said terms and conditions are beneficial to the public interest and enhanced safety and security for the children and community at large.

NOW THEREFORE, in consideration of the foregoing recitals, which are expressly incorporated herein, the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and BusPatrol agree as follows:

The foregoing recitals are true and correct and form an integral part of this Agreement and are contractual.

AGREEMENT

1.0 DEFINITIONS. In this Agreement, the words and phrases below shall have the following meanings:

1.1 "**BusPatrol System**" means, collectively, all of the BusPatrol Equipment, BusPatrol Software, BusPatrol Intellectual Property and other tangible and intangible property relating thereto owned by BusPatrol that is installed, operated, and maintained by BusPatrol to operate the School Bus Stop Arm Program within Participating School Districts. The BusPatrol System will include all equipment and services necessary to operate the program.

1.2 "**BusPatrol Equipment**" includes any and all cameras, sensors, equipment, components, products, and other tangible property that comprise the BusPatrol System, including, but not limited to, the following:

1.2.1 **"Enforcement Cameras"** means the outward-facing cameras and other related equipment installed by BusPatrol on the exterior of a school bus to identify Violations of the Stop Arm Law.

1.2.2 "**Non-Enforcement Cameras**" means the cameras and other related equipment, including audio recording equipment, installed by BusPatrol on the school bus, if ordered by Participating School Districts through an Opt-In Agreement, to allow authorized personnel within the Participating School Districts to monitor student safety on board the bus.

1.3 "**BusPatrol Software**" means all computer software programs installed, operated, and maintained by BusPatrol to operate the School Bus Stop Arm Program within Participating School Districts, including, but not limited to, the BusPatrol OS, AlertBus application, Console application, as well as software documentation, and firmware embedded on BusPatrol Equipment. BusPatrol Software also includes third-party applications used by BusPatrol to deliver the services, including, but not limited to, optional third-party software applications ordered by Participating School Districts.

1.4 **"Contested Violation"** means a Notice of Violation issued through the BusPatrol system that is challenged by the owner of the vehicle before a Local Court in accordance with Section 1174-a of the NY VTL, and that results in payment of any fines or penalties directly to the Local Court.

1.5 **"Intellectual Property"** means, with respect to any person, any and all now known or hereafter known tangible and intangible (a) rights associated with works of authorship throughout the world including, but not limited to, copyrights, moral rights and mask-works, (b) trademark and trade name rights and similar rights, (c) trade secrets rights, (d) patents, designs, algorithms and other intellectual property rights, (e) all other intellectual and industrial property rights of every kind and nature throughout the universe and however designated, whether arising by operation of law, contract, license, or otherwise, and (f) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues hereof now or hereafter in force (including any rights in any of the foregoing) of such person.

1.6 **"Town Enforcement Technician"** or **"Law Enforcement Agency"** means an individual (or individuals) employed by the Town who, upon being notified by BusPatrol, shall upon notification review data provided by BusPatrol, and upon review either certify or deny whether a violation has occurred and then return that information to BusPatrol for the issuance of a notice of violation.

1.7 **"Local Court"** means the court or traffic violations bureau having jurisdiction over traffic infractions where the violation occurred.

1.8 **"Non-Contested Violation"** means a Notice of Violation issued through the BusPatrol system that is not challenged by the owner of the vehicle and is paid directly to BusPatrol.

1.9 **"Notice of Violation"** means the notice of a School Bus Stop-Arm Violation, which is mailed or otherwise delivered by BusPatrol or its designated agent to the vehicle owner in respect to each School Bus Stop-Arm Violation.

1.10 **"Participating School District"** means a School District located within the Town that has entered into a formal, binding agreement with the Town, in accordance with the Stop Arm Law, to authorize the Town to contract with, or to ratify an existing contract with, BusPatrol for the installation, maintenance and use of school bus violation monitoring systems on school buses. Each Participating School District will execute an "Opt-In Agreement" documenting their execution of a formal binding agreement with the Town, and identifying, at a minimum, (1) total number of buses in the District to be outfitted, and (2) agreed-upon installation start date. A sample Opt-In Agreement is provided in Exhibit B.

1.11 **"Potential Violation"** means evidence of a potential School Bus Stop-Arm Violation that is collected by the BusPatrol System and provided to the Town Enforcement Technician or Law Enforcement Agency for final review and determination of a Violation, in accordance with the Stop Arm Law.

1.12 **"Program Revenue"** means a combination of (a) 90% of the fines and penalties from Contested Violations collected by a Local Court and transferred to Town by the State Comptroller in accordance with Section 1803 of the NY VTL; plus (b)

100% of the fines and penalties from Non-Contested Violations collected by BusPatrol.

1.13 **"School Bus Stop Arm Program"** means the administration, processes, and procedures by which the School Bus Stop Arm Violations are recorded, monitored, identified, processed, approved, distributed, enforced, collected, reported, adjudicated, appealed, and otherwise managed by BusPatrol, the Town and each Participating School District.

1.14 **"School Bus Stop Arm Violation"** (also sometimes "Violation") means determination of a Town Enforcement Technician or Law Enforcement Agency that a motor vehicle has been operated in violation of the Stop Arm Law.

1.15 **"Stop Arm Law"** means Section 1174-a of the New York Vehicle and Traffic Law and Town of Glenville Code § 255-13.2.

1.16 **"Violation Data"** means all electronic data collected by the Enforcement Cameras that contains information, including, but not limited to, pictures, video, GPS location, date, and time of Potential Violations.

2.0 **TERM.** This Agreement shall commence on the Effective Date and shall continue for a five (5) year period from the date the first Notice of Violation is issued through the BusPatrol System (the "Initial Term"). Upon expiration of the Initial Term, this Agreement shall be extended for an additional five (5) year term ("Extended Term") unless either Party shall notify the other in writing, at least 90 days prior to the expiration of the Initial Term, of its desire not to renew.

3.0 RELATIONSHIP OF THE PARTIES

3.1 Nothing in this Agreement shall create, or be deemed to create, a partnership, joint venture or the relationship of principal and agent or employer and employee between the Parties. The relationship between the Parties shall be that of independent contractors, and nothing contained in this Agreement shall create the relationship of principal and agent or otherwise permit either Party to incur any debts or liabilities or obligations on behalf of the other Party (except as specifically provided herein).

3.2 Each Party is acting independently of the other, and neither is an agent, servant, employee, or joint venture partner of the other. The Parties represent and warrant that they have, or will secure at their own expense, all personnel and consultants required to provide the services under this Agreement and have contracted, or will contract, with any necessary third-party vendors to provide the services in accordance with this Agreement. No officer or member of the governing body of the Town or Participating School District or BusPatrol shall participate in any decision relating to this Agreement that affects his or her personal interest, nor shall any such officer or member of the Town or Participating School Districts have any pecuniary interest in this Agreement or any part thereof.

4.0 SCOPE OF SERVICES/RESPONSIBILITIES OF THE PARTIES

Town hereby authorizes BusPatrol to act as the exclusive operator of the School Bus Stop Arm Program within the Town, for the purpose of enforcing the Stop Arm Law, for the duration of this Agreement and any extension or renewal thereof. In order to carry out the Program, each Party agrees to undertake the following responsibilities:

4.1 Responsibilities of BusPatrol. BusPatrol agrees to provide the following services:

4.1.1 Install, operate, and maintain the BusPatrol Equipment on 30 school buses operated by a Participating School District and/or their bus contractors;

4.1.2 Exercise commercially reasonable efforts to equip Participating School District's entire fleet of buses with the BusPatrol System within one hundred and eighty (180) days of the Effective Date, to the extent Town and Participating School District has fulfilled its obligations under this Agreement and to the extent commercially practical and mutually agreed by BusPatrol and the Participating School Districts. The number of buses shall be estimated by asset lists received by the School District, with a final count of installed buses certified by both BusPatrol and the Participating School District. The order of such installation of the BusPatrol Systems, if any, on Participating School District school buses will be determined by BusPatrol, in its reasonable discretion, which determination will be documented in a detailed Implementation Plan to be developed by BusPatrol based on various methods of research or survey data used by BusPatrol to determine the priority of Participating School District school bus routes that have a need for the installation of the BusPatrol Systems;

4.1.3 Provide implementation and ongoing services in accordance with a Service Level Agreement to be agreed on during implementation;

4.1.4 Provide training to appropriate Town and Participating School District personnel on the proper use of the BusPatrol Equipment;

4.1.5 Provide designated Town Enforcement Technicians or Law Enforcement Agency with access to Violation Data collected by the BusPatrol System in connection with Potential Violations, for the purpose of identifying Violations and approving the issuance of Notices of Violations for School Bus Stop-Arm Violations in accordance with applicable provisions of the Law;

4.1.6 Prepare Notices of Violations for School Bus Stop- Arm Violations, when reviewed and approved by a designated Town Enforcement Technician or Law Enforcement Agency in accordance with applicable provisions of the Stop Arm Law;

4.1.7 Mail Notices of Violation to owners of vehicles that have been operated in violation of the applicable provisions of the Stop Arm Law;

4.1.8 Collect any civil fines, penalties, and costs, including credit card processing fees, assessed for Violations of the Stop Arm Law. BusPatrol may charge a credit card processing fee to the Party making payment upon a ticket/citation, and may use any lawful means to collect any Violations that are not paid in a timely manner, including utilizing debt resolution agencies for delinquent violators;

4.1.9 Provide a web-based system for processing payments from Violations through the Alertbus web portal using BusPatrol's PCI compliant systems, FDIC-insured bank account, and third-party payment processor, to be disbursed in accordance with Article 5;

4.1.10 Provide monthly reports to the Town as set forth in Section 1174-a(m) of the New York Vehicle and Traffic Law;

4.1.11 Provide video footage, recorded images and other information required for purposes of enforcement of the law and in accordance with or required by the provisions of Section 1174-a. Such footage, images and other information shall not be made available to the Participating School District, but shall be forwarded to the Town Enforcement Technician in accordance with the procedures adopted by the Town to determine if there has been a violation and to enforce the penalties with respect thereto; and

4.1.12 Install Non-Enforcement Cameras and Equipment, if selected by a Participating School District in an Opt-In Agreement, at the same time that Stop Arm Enforcement Cameras are installed.

4.2 Responsibilities of the Town. The Town agrees to:

4.2.1 Provide BusPatrol with access to school buses, along with other reasonable assistance necessary for BusPatrol to install, operate and maintain the BusPatrol System. In the event Town does not own or operate school buses, Town shall endeavor to secure the right from Participating School Districts or any private school bus operator for BusPatrol to install, operate and maintain the BusPatrol system on such third-party school buses, at no cost to the Town;

4.2.2 Encourage any Participating School Districts within the Town enter into an agreement, in accordance with the Local Law, to authorize the Town to contract with BusPatrol to install, operate and maintain Equipment on buses owned or operated by such Participating School Districts for the purpose of operating the school bus photo monitoring system pursuant to the Local Law within such Participating School District. Such agreements will be documented using an Opt-In Agreement;

4.2.3 Designate in writing a program manager (the "Town Program Manager") that BusPatrol may contact for day-to-day operational concerns, issues, and problems. The Town Program Manager shall also be responsible for the review of any and all BusPatrol deliverables, including reports. BusPatrol may rely upon the apparent authority of the Town Program Manager;

4.2.4 Designate a technology representative (the "Town Technology Representative") to assist BusPatrol Program Manager with resolving technical issues, including providing access to the BusPatrol System if blocked by firewall, or other Town or School District security protocols;

4.2.5 Promptly review and approve, or disapprove with explanation, all BusPatrol deliverables, including Revenue Reconciliation Reports to authorize disbursement of funds in accordance with Article 5.0;

4.2.6 Assist BusPatrol in arranging for appropriate court personnel to administer hearings and adjudicate contested tickets, and to assess liability for failure to pay fines or contest liability, as required by the Stop Arm Law;

4.2.7 Arrange for qualified Town Enforcement Technicians or Law Enforcement Agency personnel to review evidence packages and approve or disapprove potential notices of violation. ALL DECISIONS TO ISSUE A NOTICE OF VIOLATION MUST BE MADE BY AUTHORIZED TOWN ENFORCEMENT TECHNICIANS OR PERSONNEL FROM A DESIGNATED LAW ENFORCEMENT AGENCY. The Town shall be responsible for providing BusPatrol with any specific evidence requirements that may be needed to establish a valid Notice of Violation in accordance with the Stop Arm Law.

4.2.8 Provide BusPatrol seven (7) days' written notice of an installation appointment;

4.2.9 Assist BusPatrol in applying for and obtaining an exemption from search fees under Section 202 of the New York State Vehicle and Traffic Law, in order to allow BusPatrol to request searches of records from the New York State Department of Motor Vehicles (DMV) in connection with the processing and issuance of notices of violation through the BusPatrol System;

4.2.10 As required by Section 1174-a of the New York Vehicle and Traffic Law, adopt and enforce measures to protect the privacy of drivers, passengers, pedestrians, and cyclists whose identity and identifying information may be captured by a school bus photo violation monitoring device;

4.2.11 Coordinate with other governmental entities as needed to carry out this Agreement, including the execution of all necessary intergovernmental agreements;

4.2.12 Be responsible for compliance with all requirements set forth in or related to the Stop Arm Law;

4.2.13 Utilize all lawful and reasonable means to collect delinquent citations, including coordinating with other governmental entities and agencies as may be necessary to collect such delinquent citations;

4.2.14 Assist BusPatrol as is reasonably necessary in its efforts to pursue and collect delinquent Notices of Violation, including through the use of third parties, to the extent permitted by law; and

4.2.15 Use best efforts to carry out the obligations under this Agreement, and help resolve any issues, problems or concerns related to compliance with the installation, maintenance, and operation of the Equipment within the Participating School Districts.

4.3 Responsibilities of Participating School Districts. BusPatrol shall only be obligated to install and operate the school bus photo violation monitoring system within a Participating School District that has executed and is in compliance with all obligations set forth in an Opt-In Agreement. A sample Opt-In Agreement is provided in Exhibit B.

5.0 PAYMENT.

All payments to be made to Contractor and Town shall be paid from Program Revenues, which shall be collected and distributed as follows:

5.1 Collection and Disbursement of Revenues from Non-Contested Violations.

5.1.1 All fines and penalties collected by Contractor for Non-Contested Violations shall be deposited into the dedicated bank account established by Contractor pursuant to Article 4.

5.1.2 100% of the fines and penalties collected from Non-Contested Violations shall be considered Program Revenue and shall be used solely for purposes of paying the Revenue Share payments, Technology Fees and Program Administrative Expense called for in Article 5.3.

5.1.3 BusPatrol will disburse Program Revenues from the dedicated BusPatrol account within five (5) days of Town's approval of each monthly Revenue Reconciliation Report and accompanying BusPatrol invoice, as called for in Articles 5.4 and 5.5.

5.2 Collection And Disbursement of Revenues from Contested Violations.

5.2.1 All fines and penalties from Contested Violations will be collected by the Local Court in the Municipality where the Violation is adjudicated.

5.2.2 Each Local Court that collects fines and penalties from Contested Violations shall be responsible for transferring the fines and penalties collected in connection with contested Violations to the New York State Comptroller as required by Section 1803 of the New York Vehicle and Traffic Law. Town and Contractor agree to work with the municipalities, other than the Town, having jurisdiction and that are participating in this School Bus Stop Arm Program ("Participating Municipalities") to provide any information or other reasonable assistance necessary to effect the transfer of funds for Contested Violations to the State Comptroller, including preparing any statement in such form and detail as required by the Comptroller in accordance with Section 1803.

5.2.3 In accordance with Section 1803 of the New York Vehicle and Traffic Law, 10% of the fines and penalties collected from Contested Violations will be transferred from the State Comptroller to each Municipality where the Violation was issued, and 90% of the fines and penalties collected from Contested Violations will be transferred from the State Comptroller to the Town.

5.2.4 The 90% of fines and penalties from Contested Violations received by the Town shall be considered Program Revenue and shall be used solely for purposes of paying the Revenue Share payments, Technology Fees and Program Administrative Expense called for in Article 5.3.

5.2.5 Town will disburse Program Revenues to BusPatrol within ten (10) days of Town's approval of each monthly Revenue Reconciliation Report and accompanying BusPatrol invoice, as called for in Articles 5.4 and 5.5.

5.3 **Payment Amounts.** Program Revenues shall be used to pay the following amounts to compensate Contractor for the installation, maintenance, and use of the BusPatrol Systems in accordance with Section 1174-a(1-b) of the New York Vehicle and Traffic Law:

5.3.1 BusPatrol Technology Fees.

5.3.1.1 Contractor shall be paid a fixed fee of $125 per bus per month (the "BusPatrol Technology Fee") for each school bus that has been equipped with BusPatrol Equipment to compensate Contractor for the up-front capital expenditures and operational costs to install, operate and maintain such BusPatrol Equipment.

5.3.1.2 Technology Fees shall be charged monthly for each school bus that has been equipped with BusPatrol Equipment beginning on the first full month after the completion of the Trial Period.

5.3.1.3 Additional Technology Fees may be assessed in the event that: (i) the Parties agree in writing to increase the number of buses following the initial certification as described in Section 4.1.2; or (ii) the School District requests additional equipment, software, or services from those provided in this Agreement.

5.3.1.4 Additional amounts may be added to the total monthly Technology Fees owed in the event that: (i) Equipment is lost or damaged as a result of vandalism/theft from the School District's failure to properly safeguard its buses; (ii) equipment requires excessive maintenance (*i.e.* beyond normal wear and tear) as a result of the School District's failure to properly safeguard or maintain its buses; or (iii) the School district incurs charges or fees for services performed by a third-party services provider which are then billed back to BusPatrol.

5.3.1.5 All Technology Fees will be paid from the Town's Program Revenue Share. In the event that the amount of Program Revenue deposited into Contractor's dedicated account in a given month is insufficient to cover the total amount of Technology Fees owed to BusPatrol for that month, the balance of unpaid Technology Fees will be rolled over for payment in the following month(s) until all outstanding Technology Fees have been paid.

5.3.1.6 If at the end of the term of this Agreement (or any extension thereof) the total Program Revenue deposited into Contractor's dedicated account is insufficient to cover the total amount of Technology Fees owed to Contractor for the term of this agreement, BusPatrol will have no claim against Town, Participating Municipalities or Participating School Districts for the payment of any such unpaid amounts.

5.3.2 Revenue Share Payments.

5.3.2.1 Program Revenues shall be disbursed 60% to the Contractor ("Contractor's Revenue Share") and 40% to Town ("Town's Revenue Share").

5.3.2.2 Town's 40% Revenue Share shall first be used to reimburse Contractor for any outstanding Program Administrative Expense advanced by Contractor in accordance with Article 5.3.3. Any remaining portion of Town's Revenue Share payment may be used by Town for such other purposes as determined by Town.

5.3.3 Program Administrative Expense.

5.3.3.1 On the first day of each month, Town shall invoice Contractor for payment of a fixed monthly amount equal to the agreed-upon Program Administrative Expense, as established by the Parties in accordance with this Article 5.3.3.

For purposes of this Article 5.3.3, "Program Administrative Expense" equals an agreed-upon fixed monthly amount to reimburse Town for the salary and benefits of one (1) full time Town employee to directly administer and support the Stop Arm Program. In addition, Program Administrative Expense will include any expense incurred by the Town for labor or materials resulting from the administration of the Stop Arm Program, which will be documented by the Town and mutually agreed upon with Contractor.

5.3.3.2 The Town agrees to confer with Contractor regarding the required level of administrative support needed to carry out the Stop Arm Program, and to determine whether Contractor can provide an alternative means of providing the required administrative support, at the Contractor's expense. The Parties will also confer to adjust the amount of the Program Administrative Expense established in this Article 5.3.3 in the event of any changes in the level of administrative support required, including but not limited to changes in the number of buses deployed or volume of Violations issued, or any material increase or decrease in Town's actual cost of administering or supporting the Stop Arm Program.

5.3.3.3 Town agrees to comply with any reasonable request by Contractor for supporting documentation supporting such Program Administrative Expense.

5.3.3.4 Contractor will advance Town an amount equal to the agreed upon monthly Program Administrative Expense within 10 days of Town's submission of proper invoice. The Parties agree that Contractor's payment of Program Administrative Expense represents an advance of future Program Revenues, to be reimbursed from Town's Revenue Share payments in the following month(s).

5.3.3.5 Town agrees to use its monthly Revenue Share payment to reimburse Contractor for any Program Administrative Expense previously advanced to Town by Contractor.

5.3.3.6 In the event that Town's 40% Revenue Share in a given month is insufficient to cover the total amount of outstanding Program Administrative Expense owed to Contractor, the balance of unpaid Program Administrative Expense will be rolled over for payment

in the following month(s) until all outstanding Program Administrative Expense has been paid.

5.3.3.7 If at the end of the term of this Agreement (or any extension thereof) the total amount of Town's Revenue Share payments received by Town are insufficient to reimburse Contractor for all Program Administrative Expenses advanced by Contractor during the term of this agreement, Contractor will have no claim against Town or Participating School Districts for the payment of any such unreimbursed amounts.

5.4 Monthly Revenue Report, Invoicing and Payment.

5.4.1 Within fifteen (15) days following the end of each month, BusPatrol shall submit a report (the "Revenue Reconciliation Report") and accompanying invoice to Town for review and approval, to authorize payment of the amounts called for in this Article 5. At a minimum, the monthly Revenue Reconciliation Report shall include the following supporting information:

5.4.1.1 Total number and gross revenue from Contested Violations collected by Local Courts and transferred to the State Comptroller during the previous month;

5.4.1.2 Total amount of revenue from Contested Violations transferred by the State Comptroller to each Participating Municipality (10%) during the previous month;

5.4.1.3 Total amount of revenue from Contested Violations transferred by the State Comptroller to Town (90%) during the previous month, to be disbursed as Program Revenue;

5.4.1.4 Total number and gross revenues from Non-Contested Violations collected by Contractor during the previous month, to be disbursed as Program Revenues;

5.4.1.5 Total amount of Technology Fees to be paid to BusPatrol from Program Revenue, including any unpaid Technology Fees from the current or prior months to be deducted from future Program Revenue;

5.4.1.6 Total amount of Contractor's 60% share of Program Revenue, and Town's 40% share of Program Revenue; and

5.4.1.7 Total amount of agreed-upon Program Administrative Expense advanced by Contractor during the previous month to be repaid from Town's 40% share of Program Revenue, including any unpaid Program Administrative Expense from prior months.

The Parties agree to work in good faith to reconcile any discrepancies in the amounts payable to any Party that are identified in the monthly Revenue Reconciliation Report.

5.5 Payment, Disbursement of Program Revenues.

5.5.1 BusPatrol will disburse revenues collected from Non-Contested Violations from the dedicated BusPatrol account to the Participating Municipalities, the Town and BusPatrol within five (5) calendar days of Town's approval of a monthly Revenue Reconciliation Report and accompanying invoice.

5.5.2 Town shall disburse funds received from the State Comptroller within fifteen (15) calendar days of Town's approval of a monthly Revenue Reconciliation Report and accompanying invoice. Town shall approve or provide notice of a discrepancy to BusPatrol within ten (10) business days of receipt of the monthly Revenue Reconciliation Report.

5.5.3 All amounts payable to BusPatrol under this Agreement shall be paid from Program Revenues. In no event shall the Town bear any expense associated with the administration of this program if Program Revenues over the entire term of this agreement (including any extension thereof) are insufficient to cover the amounts owed to BusPatrol.

5.6 Contractor is authorized to enter into a contract with a debt collection agency

5.6.1 Contractor is hereby authorized to enter into an agreement, in its own name, with a debt collection agency to recoup and recover any outstanding fines owed to the Town as a result of violations of the School Bus Stop Arm Program.

5.6.2 The debt collection agency shall comply with all local and state laws related to the School Bus Stop Arm Program and shall comply with all federal, state, and local laws and regulations pertaining to debt collection.

6.0 LICENSE AND RESERVATION OF RIGHTS.

6.1 License Grant. BusPatrol grants to the Town a limited, non-exclusive license to use the BusPatrol System, including BusPatrol Equipment, BusPatrol Software and BusPatrol Intellectual Property, solely for purposes of carrying out this Agreement. This license shall continue for the duration of this Agreement remains in effect and shall expire immediately upon termination or expiration of this Agreement. Town shall immediately cease any and all use of the BusPatrol Equipment, BusPatrol Software or other BusPatrol Intellectual Property upon termination or expiration of this Agreement, unless specifically authorized by BusPatrol in a separate written license agreement. BusPatrol represents and warrants to the Town that, with respect to the BusPatrol System, including BusPatrol Equipment, BusPatrol Software and BusPatrol Intellectual Property licensed to the Town, BusPatrol: (a) has the right to grant the license to the Town; (b) knows of no material defects in any tangible or

intangible assets so licensed; and (c) knows of no intellectual property right infringement or claims of infringment.

6.2 **Reservation of Rights.** Town and BusPatrol hereby acknowledge and agree to the following:

6.2.1 BusPatrol: (a) is the sole and exclusive owner of the BusPatrol System, BusPatrol Equipment, BusPatrol Software, BusPatrol Intellectual Property, including any updates, modifications, or enhancements thereto, arising from or relating to the BusPatrol System, and any and all related Equipment; (b) has the right to grant to the Town a license as set forth in this Agreement; (c) knows of no material defect in any tangible or intangible property so licensed; and (d) knows of no intellectual property right infringement or claims of infringement, of any name, nature or kind.

6.2.2 Town neither has nor makes any claim to any right, title, or interest in any of the foregoing, except as specifically granted or authorized under this Agreement; and

6.2.3 By reason of the exercise of any such rights or interests of Town pursuant to this Agreement, Town shall not gain any additional right, title, or interest therein.

6.3 **Restricted Use.** Town hereby covenants and agrees that it shall not:

6.3.1 Use the BusPatrol System, BusPatrol Equipment, BusPatrol Software or BusPatrol Intellectual Property for any purpose other than BusPatrol's operation of the School Bus Stop Arm Program;

6.3.2 Disclose or provide the BusPatrol System, BusPatrol Equipment, BusPatrol Software or BusPatrol Intellectual Property to any third parties without the prior express written permission of BusPatrol;

6.3.3 Make any modifications to the BusPatrol System including, but not limited to, any BusPatrol Equipment or BusPatrol Software;

6.3.4 Alter, remove, or tamper with any BusPatrol marks;

6.3.5 Use any of the BusPatrol trademarks or other marks in any way which is likely to or actually prejudices their distinctiveness, validity, or the goodwill of BusPatrol therein;

6.3.6 Use any trademarks or other marks other than those BusPatrol marks approved by BusPatrol in connection with the Town's use of the BusPatrol System pursuant to the terms of this Agreement without first obtaining the prior consent of BusPatrol and BusPatrol; or

6.3.7 Disassemble, de-compile or otherwise perform any type of reverse engineering to the BusPatrol System including, but not limited to, any BusPatrol Equipment, BusPatrol Software or BusPatrol Intellectual Property, or cause any other person to do any of the foregoing.

6.4 **Protection of Rights.** BusPatrol shall have the right to take whatever action it deems necessary or desirable to protect its intellectual property rights, remedy or prevent the infringement of any Intellectual Property of BusPatrol including, without limitation, the filing of applications to register as trademarks in any jurisdiction any of the BusPatrol marks, the filing of patent applications for any of the Intellectual Property of BusPatrol, and making any other applications or filings with appropriate Governmental Authorities. Town shall not take any action to remedy or prevent such infringing activities and shall not in its own name make any registrations or filings with respect to any BusPatrol Intellectual Property without the prior written consent of BusPatrol.

6.5 **Infringement.** The Town shall use its reasonable best efforts to give BusPatrol prompt notice of any activities or threatened activities of any person of which it becomes aware that infringes or violates or may infringe or violate BusPatrol's Intellectual Property or that constitute a misappropriation of trade secrets or acts of unfair competition that might dilute, damage, or destroy any of BusPatrol's Intellectual Property. BusPatrol shall have the exclusive right, but not the obligation, to act to enforce such rights and to make settlements with respect thereto. In the event that BusPatrol commences any enforcement action under this Article 6.5, then the Town shall render to BusPatrol such reasonable cooperation and assistance as is reasonably requested by BusPatrol from time to time, provided that BusPatrol shall reimburse the Town for any reasonable costs incurred or paid to third parties.

6.6 **Infringing Use.** The Town shall give BusPatrol prompt written notice of any action or claim, whether threatened or pending, against the Town alleging that the BusPatrol Intellectual Property infringes or violates any patent, trademark, copyright, trade secret or other Intellectual Property of any other person, and the Town shall render to BusPatrol such reasonable cooperation and assistance as is reasonably requested by BusPatrol in the defense thereof, provided that BusPatrol shall reimburse the Town for any reasonable costs incurred in providing such cooperation and assistance incurred or paid to third parties. If such a claim is made and BusPatrol determines, in the exercise of its sole discretion, that an infringement may exist, BusPatrol shall have the right, but not the obligation, to procure for the Town the right to keep using the allegedly infringing items, modify them to avoid the alleged infringement, or replace them with non-infringing items.

7.0 TERMINATION, EXPIRATION

7.1 **Termination of Agreement Not for Cause.** Either the Town or BusPatrol shall have the right to terminate this Agreement for convenience on ninety (90) days' written notice to the other Party.

7.2 Termination of Agreement for Cause

7.2.1 Either the Town or BusPatrol shall have the right to terminate this Agreement, by written notice to the other if:

7.2.1.1 The Stop Arm Law or other applicable state or local statutes or regulations are materially amended as to prohibit or negatively affect the operation of the School Bus Stop Arm Program, including but not limited to any change in any laws that would substantially reduce or eliminate fines or charges for Violations of the Stop Arm Law, or that would otherwise eliminate the source of funding for the School Bus Stop Arm Program;

7.2.1.2 A final decision (subsequent to any appeals that may be filed) by a court of competent jurisdiction declares that the results from the BusPatrol System are inadmissible in evidence;

7.2.1.3 The other Party commits any material breach of any of the provisions of this Agreement, which breach is not cured within a reasonable time following written notice of the alleged material breach.

7.2.2 BusPatrol shall have the right to terminate or suspend this Agreement, in whole or in part, by written notice to the School District or, at its option, initiate renegotiation of the included financial terms, in the event of any of the following:

7.2.2.1 A judicial or quasi-judicial entity takes any action or fails to take any action that negatively impacts the operation, funding, or revenue sources that are necessary to operate the Program, including, but not limited to, issuing a ruling holding that the evidence produced by the BusPatrol systems is inadmissible or insufficient to determine that the Stop Arm Law has been violated, or that any section of this Agreement is inconsistent with the Stop Arm Law, or that materially adverse changes to Processing Guidelines;

7.2.2.2 The school bus owners, operators and/or other third parties take any action or fail to take any action that negatively impacts the operation, funding, or revenue sources that are necessary to operate the Program;

7.2.2.3 The Town or any other government entity (including, but not limited to, law enforcement) take any action or fail to take any action that negatively impacts the operation, funding, or revenue sources that are necessary to operate the Program. Such action includes, but is not limited to, the introduction of significant

citation processing guidelines that deviate from the requirements of the Stop Arm Law.

7.2.3 In the event the Stop Arm Program is suspended for one of the reasons provided for in Section 7.1.1 or 7.1.2 above or Notices of Violation are not being issued for any reason, whether through the actions of the Parties or not, BusPatrol shall have no obligation to maintain the BusPatrol Equipment or provide services to the Town during the suspension period. In the event the Stop Arm Program is resumed, the total amount of time of the suspension period shall be added to the end of the current term of the Agreement, to the extent permitted by law.

7.2.4 In the event that this Agreement is terminated or suspended as provided for in Section 7.2.2.2, 7.2.2.3, or terminated by the Town not for cause, as provided for in Section 7.1, Town agrees to the following fee schedule, which shall in no way limit BusPatrol's ability to recover from the Town funds otherwise due and owing under this Agreement:

7.2.4.1 If the termination date is within the first year of the Term, Town shall pay BusPatrol a one-time fee of $2,500 per school bus equipped with the Bus Patrol System as of the date of termination;

7.2.4.2 If the termination date is within the second year of the Term, Town shall pay BusPatrol a one-time fee of $1,750 per school bus equipped with the Bus Patrol System as of the date of termination;

7.2.4.3 If the termination date is within the third or later years of the Term, Town shall pay BusPatrol a onetime fee of $1,000 per school bus equipped with the Bus Patrol System as of the date of termination.

7.2.5 BusPatrol will work with the Town in good faith to address and rectify any of the above-referenced conditions prior to modify, suspend, or otherwise seek to modify any terms of this Agreement.

7.2.6 In the event this Agreement is terminated, Town and Participating School District(s) shall immediately cease use of the BusPatrol System and allow or ensure BusPatrol reasonable access to buses owned or operated by the Town, Participating School Districts, or any third-party owner or operator of school buses to allow for the removal of the BusPatrol System, including all BusPatrol Equipment and Software.

7.3 Modification of Processing Guidelines

7.3.1 During the implementation of the Program, the School District and BusPatrol will agree upon the processing guidelines ("Processing Guidelines") for BusPatrol to use for creating evidence packages to

submit to the Law Enforcement Agency for review. The Processing Guidelines shall be consistent with the requirements of New York state law and are incorporated into this Agreement by reference. The Processing Guidelines shall not be changed during the first two (2) years following execution of this Agreement.

7.3.2 Upon the two (2) year anniversary and every anniversary thereafter during the Term, the Processing Guidelines can be reviewed and modified. Any such modifications must be agreed to in writing by the Parties and authorized by the Town, the Law Enforcement Agency, and BusPatrol, or their designees. Such modifications to the Processing Guidelines shall not require an amendment to this Agreement. If a modification request by the Town impacts the costs to operate the Program or is inconsistent with the agreed upon Processing Guidelines, the Parties shall work together in good faith to determine an estimate of a reasonable reimbursement from the Town for such costs or modifications.

7.4 **Wind-Down Provisions.** The Parties agree to work together in good faith to effect an orderly wind down of the School Bus Stop Arm Program in the event of termination or expiration, which at a minimum shall be carried out in accordance with the following guidelines:

7.4.1 In the event of termination or expiration of this Agreement, BusPatrol shall be relieved of any further obligations related to the installation, operation, and maintenance of the BusPatrol System within the Town.

7.4.2 The Participating School Districts and BusPatrol shall agree upon a methodical and efficient schedule for BusPatrol to remove all BusPatrol Equipment from the School Buses, at no cost to Participating School District or Town. Unless agreed-upon otherwise, BusPatrol shall have a minimum of 180 calendar days following the date of termination or expiration to complete the removal of all BusPatrol Equipment.

7.4.3 Notwithstanding any other provision of this Agreement to the contrary, the Town and BusPatrol agree that any Notice of Violation issued prior to the effective date of termination or expiration shall continue to be processed and administered by BusPatrol according to the provisions of this Agreement, including the Technology Fees/Revenue Sharing provisions in Article 5.0.

7.4.4 BusPatrol shall, within a reasonable amount of time, deliver to the Town a final report regarding the issuance of Notices of Violation and collection of fines under this Agreement.

7.4.5 Unless the Town and/or a Participating School District and BusPatrol have agreed to enter into a new agreement relating to the BusPatrol

System or have agreed to extend the Term of this Agreement, the Town and Participating School Districts shall immediately cease using the BusPatrol System upon termination or expiration of this Agreement, and shall allow and enable BusPatrol to remove any and all BusPatrol Equipment installed in connection with BusPatrol's performance of this Agreement. At BusPatrol's option, interior wiring harnesses may be abandoned in place.

7.4.6 BusPatrol shall repair all excessive damage to the Participating School District's buses caused when BusPatrol removes BusPatrol Equipment or other items installed by BusPatrol in the Participating School District's buses.

8.0 THIRD-PARTY SERVICES

At the election of the Participating School District, BusPatrol shall install third-party services at the time of installation of the BusPatrol Equipment. Unless otherwise agreed, charges for such services shall be included in the monthly technology fee. This quote does not include any maintenance or troubleshooting fees which shall be billed directly by the third-party service provider to the Participating School District. BusPatrol assumes no responsibility outside of the initial product installation, all requests for maintenance, troubleshooting, or ongoing customer support must be submitted directly to the third-party provider.

9.0 DISCLAIMER OF WARRANTIES

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT AS PROVIDED IN THIS AGREEMENT, THE BUSPATROL SYSTEM AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND BUSPATROL AND ITS LICENSORS (COLLECTIVELY REFERRED TO AS "BUSPATROL") HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE BUSPATROL SYSTEM AND SERVICES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS.

10.0 LIMITATION OF LIABILITY

TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL BUSPATROL, ITS AFFILIATES, AGENTS OR PRINCIPALS BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, CORRUPTION OR LOSS OF DATA, FAILURE TO TRANSMIT OR RECEIVE ANY DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO TOWN'S USE OR INABILITY TO USE THE

BUSPATROL SYSTEM OR SERVICES OR ANY THIRD-PARTY SOFTWARE, APPLICATIONS OR SERVICES IN CONJUNCTION WITH THE BUSPATROL SYSTEM OR SERVICES, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF BUSPATROL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The indemnities in this Agreement are contingent upon: (i) the Town promptly notifying BusPatrol in writing of any claim which may give rise to a claim for indemnification hereunder; (ii) BusPatrol being allowed to control the defense and settlement of any such claim where BusPatrol is a named Defendant; and (iii) Town cooperating with all reasonable requests of BusPatrol in defending or settling a claim.

The indemnities in this Agreement are limited to direct damages caused by BusPatrol up to $1,000,000 per occurrence and $2,000,000 in the aggregate. In no event will BusPatrol be liable for any claims for consequential, special, incidental, or indirect damage.

Notwithstanding any other provision of this Agreement, the Town] shall not settle any claim for which they are entitled to indemnification hereunder without the prior written consent of BusPatrol, which consent shall not be unreasonably withheld, conditioned, or delayed.

11.0 FORCE MAJEURE

11.1 Neither BusPatrol nor the Town shall be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God, nature or the public enemy, terrorism, invasion, insurrection, order of court, judge, or civil authority, strike, stoppage of labor, riot, and unusually severe weather, significant fires, floods, earthquakes, storms, epidemics, pandemics, quarantine restrictions, strikes, freight embargos, government regulation, or governmental authorities, and delays which are not caused by any act or omission by BusPatrol or the Town. The Party whose performance is affected agrees to notify the other promptly of the existence and nature of any delay.

11.2 Neither BusPatrol nor the Town shall be deemed to be in violation of this Agreement if either Party is prevented from performing any of its obligations hereunder by any of the aforementioned causes or any other cause reasonably beyond the nonperforming Party's control and that is not attributable to such nonperforming Party's dereliction of duty or negligence hereunder.

11.3 In the event of any such occurrence, (a) the time for performance of the nonperforming Party's obligations or duties shall be suspended until such time as the nonperforming Party's inability to perform, provided that the nonperforming Party is not responsible for such inability to perform, is removed; and (b) the period of performance of this Agreement shall be extended for an additional period of time equal to the period of suspension of performance. The Party claiming the suspension of performance shall give notice of such impediment or delay in

performance to the other Party within ten (10) days of its knowledge of the occurrence of the event or events causing such nonperformance. The nonperforming Party shall make all reasonable efforts to mitigate the effects of any suspension of its performance.

12.0 GOVERNING LAW AND ARBITRATION

12.1 This Agreement and all matters arising out of or related to this Agreement shall be governed by and construed in accordance with the laws of the State of New York without giving effect to any choice or conflict of law provision.

12.2 Any controversy or claim arising out of or relating to this Agreement, or a breach hereof, shall be determined by final and binding arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules and Mediation Procedures ("Commercial Rules"). There shall be one arbitrator agreed to by the Parties within twenty (20) days following receipt by respondent of the request for arbitration or in default thereof appointed by the AAA in accordance with its Commercial Rules. The place of arbitration shall be Schenectady County, New York. The Parties irrevocably and unconditionally waive any objection to venue. Except as required by law, neither Party nor the arbitrator may disclose the existence, contents, or results of any arbitration without the prior written consent of both Parties, unless to protect or pursue a legal right. The award rendered by the arbitrator shall be final, non-reviewable, non-appealable, and binding on the Parties and may be entered and enforced in any court having jurisdiction. The arbitrator may not award punitive damages. The compensation and expenses of the arbitrator shall be paid by the Parties equally.

13.0 ASSIGNMENT/SUBCONTRACTING

13.1 Neither Party shall assign this Agreement without the written approval of the other Party, which approval shall not be unreasonably withheld.

13.2 The Parties agree that BusPatrol may delegate the performance of its duties hereunder (including but not limited to installation and maintenance services, violation processing and mailing, or properly storing, securing, maintaining, and repairing the school buses) by contracting with third-party entities in accordance with applicable procurement and other laws, provided that BusPatrol shall remain primarily responsible for the performance of this Agreement and for managing any such third-party entities that it engages to perform any of the duties in this Agreement.

14.0 CONFIDENTIALITY

14.1 For purposes of this provision, "Confidential Information" means any information disclosed pursuant to this Agreement, whether in written, oral or visual form, which is confidential, proprietary or a trade secret of the Party disclosing it (such disclosing Party, the "Disclosing Party") or for which the Disclosing Party is bound by a confidentiality obligation, and which the Disclosing Party desires to protect

from unrestricted disclosure by the Party receiving it (such receiving Party, the "Receiving Party"). Confidential Information shall include, but is not limited to, information about business activities and operations; pricing, sales or marketing of products or services; research and development; contractual arrangements, financial statements, and financial data; technology fees, including amounts of the fee and total amounts received as a fee; information showing or evidencing the revenue split between BusPatrol and the School District; program revenues; BusPatrol's Response to any Request for Proposals; invoices; receipts; payment strategies; fees and billing structures; computer software specifications, system diagrams, concept drafts and other technical data or information; and lists of customers, employees, vendors, and other agents.

14.2 Confidential Information shall include any information developed, generated or in any other way derived by the Receiving Party using any of the Confidential Information of the Disclosing Party.

14.3 Confidential Information will not include information that (a) was generally available to the public or otherwise part of the public domain at the time of its disclosure, (b) became generally available to the public or otherwise part of the public domain after its disclosure and other than through any act or omission by any Party hereto in breach of this Agreement, (c) was subsequently lawfully disclosed to the disclosing Party by a person other than a Party hereto, (d) is required by a court of competent jurisdiction to be disclosed, provided that BusPatrol is provided with prior written notice and an opportunity to seek a protective order or otherwise object to the disclosure, or (e) is required by the New York Freedom of Information Law or other applicable state law to be disclosed, provided that BusPatrol shall be provided with prior written notice and an opportunity to object in the event that any potential disclosure involves any of BusPatrol's Confidential Information.

14.4 The Parties agree that Confidential Information exchanged in connection with the performance of this Agreement shall be used solely for the performance of this Agreement. Each Party shall take reasonable steps to safeguard Confidential Information received from the other Party, and shall not disclose any Confidential Information received from the other Party without the Disclosing Party's prior written consent, except (a) to its employees who are reasonably required to have the Confidential Information for purposes of performing this Agreement, (b) to its agents, representatives, attorneys and other professional advisors that have a need to know such Confidential Information for purposes of performing this Agreement, provided that such parties undertake in writing (or are otherwise bound by rules of professional conduct) to keep such information strictly confidential, and (c) pursuant to, and to the extent of, a request or order by any Governmental Authority, including laws relating to public records, provided that BusPatrol is provided with prior notice and an opportunity to object to any disclosure in accordance with applicable law.

14.5 Upon termination of this Agreement, each Party shall return to the other all tangible Confidential Information of such Party.

15.0 SECURITY

15.1 Each Party shall adhere to all applicable federal, state, and local laws, rules, and regulations regarding the privacy and security of all information generated or gathered in connection with the performance of this Agreement, including, but not limited to the Family Educational Rights and Privacy Act ("FERPA") as applicable.

15.2 Video, images, and other data generated by the External Enforcement Cameras will be provided only to the Municipal Enforcement Technicians or Law Enforcement Agency personnel responsible for reviewing evidence of Potential Violations and other personnel who are specifically authorized to review such evidence for purposes of enforcing the Stop Arm Law. In no event shall Town or Participating School Districts access any video, images or other data generated by the External Enforcement Cameras.

15.3 All photographs, microphotographs, videotapes, other recorded images, and data produced by school bus photo violation monitoring systems shall be destroyed (A) ninety days after the date of the alleged imposition of liability if a notice of liability is not issued for such alleged imposition of liability pursuant to this section or (B) upon final disposition of a notice of liability issued pursuant to this section or (C) in accordance with the Stop Arm Law, if and to the extent the Stop Arm Law requires sooner destruction than (A) or (B).

15.4 Video, images, audio, and other data generated by the Non-Enforcement Cameras will be provided only to authorized personnel within the Town or Participating School District and shall not be made available to any third-party except as explicitly authorized by the Town or Participating School District. Town and Participating School Districts are responsible for ensuring that any video, images, audio, or other data provided to Town or Participating School Districts from the Non-Enforcement Cameras are properly safeguarded and protected against unauthorized or unlawful use or disclosure.

15.5 To the extent permitted by law, BusPatrol may utilize captured imaging and other data for educational and marketing purposes provided that the identity of the Town is not revealed and the identities of the Town's school children are protected as required by law.

16.0 MISCELLANEOUS

16.1 **Entire Agreement**. This Agreement, including Attachments A, represents the entire agreement between BusPatrol and the Town with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreements, whether written or oral, with respect to such subject matter.

16.2 **Binding Effect.** This Agreement and the respective rights and obligations of the Parties hereto shall inure to the benefit of, and be binding upon, the Parties hereto and their respective successors and permitted assigns.

16.3 **Amendments.** This Agreement may not be amended, modified, or supplemented unless such amendment, supplement, or modification is agreed to in writing and signed by each of BusPatrol and the Town.

16.4 **Severability.** In the event that any part of this Agreement is held by a court of competent jurisdiction to be illegal or unenforceable, the illegal or unenforceable portion shall be deemed modified to the extent necessary to make it enforceable under applicable law, and the remainder of the provisions in the Agreement shall remain in full force and effect in accordance with their respective terms.

16.5 **Default/Cumulative Rights/Mitigation.** It shall not be deemed a waiver or default under this Agreement if the non-defaulting Party fails to immediately declare a default, or either Party delays in asserting any right hereunder. The rights and remedies provided under this Agreement are cumulative and in addition to the rights and remedies either Party may have pursuant to law, statute, law, or otherwise, and either Party's use of any right or remedy provided for hereunder will not preclude or be deemed to waive such Party's right to use any other remedy, whether hereunder or at law or equity. Both Parties hereto have a duty to mitigate damages incurred pursuant to this Agreement and performance hereunder.

16.6 **Survival.** Each of the following Sections shall survive the termination of this Agreement:

Section 1.0, Definitions;

Section 6.2, Reservation of Rights;

Section 6.3, Restricted Use;

Section 6.4, Protection of Rights;

Section 9, Disclaimer of Warranties;

Section 10, Limitation of Liability;

Section 12, Governing Law and Arbitration;

Section 13, Assignment/Subcontracting;

Section 14, Confidentiality and Records

Section 16.5, Default/Cumulative Rights/Mitigation;

Section 16.8, Notice; and

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Any other provision, and the rights and obligations therein, set forth in this Agreement which either by their terms state or evidence the intent of the Parties that the provisions survive the expiration or termination of the Agreement or must survive to give effect to the provisions of this Agreement.

16.7 **Counterparts, Number, Gender, and Headings.** This Agreement may be executed in multiple counterparts, including without limitation facsimile and e-mail counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Words of any gender used in this Agreement shall be held and construed to include any other gender, and any words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise. Headings used herein are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

16.8 **Notice**. Any notice, demand or request required or permitted to be given under this Agreement shall be deemed given if reduced to writing and delivered in person, shipped by electronic mail, overnight delivery by a recognized carrier such as UPS or FedEx, or deposited with the United States Post Office in the form of certified mail, postage pre-paid return receipt requested, to the Party who is to receive any such notice, demand or request, at the respective address set forth below. Such notice, demand, or request shall be deemed to have been given upon actual receipt.

If to BusPatrol, to:

Karoon Monfared, CEO
8560 Cinder Bed Road, Suite 100
Lorton, Virginia 22079
karoon@buspatrol.com

AND

Christiana Stover, Associate General Counsel
8560 Cinder Bed Road, Suite 100
Lorton, Virginia 22079
christiana.stover@buspatrol.com

If to the Town, to:

Robert J. Kirkham Jr.
(518) 688-1202
Acting Town Supervisor
18 Glenridge Road
Glenville, NY 12302

16.9 **Cooperative Purchasing / Multi-Agency Participation / Piggybacking**

As this Agreement resulted from an open and competitive RFP process in which BusPatrol was the awardee, to the extent permitted by law, the Town extends the terms and conditions of this contract to any and all other school districts and government entities within the State of New York as well as any other federal, state, municipal, county, or local governmental agency, including any other school district, under the jurisdiction of the United States and its territories. This shall include but not be limited to public schools, private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that require these goods, commodities and/or services. A copy of the resulting contract and the requirements incorporated may be supplied to requesting entities. Any participating jurisdiction or agency shall enter into its own contract with BusPatrol and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted in duplicate "directly" to the ordering jurisdiction. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes shall be resolved solely between the participating agency and the awarded contractor(s).

16.10 **Signatory Authority.** The persons signing and executing this Agreement on behalf of BusPatrol and the Town have been duly authorized to execute this Agreement on behalf of BusPatrol or Town, as the case may be, and to validly and legally bind BusPatrol and the Town to all terms, conditions, performances, and provisions set forth herein.

16.11 **Data Processing Addendum** This agreement is subject to the terms and conditions of the BusPatrol Data Processing Addendum available at [https://buspatrol.com/cpra-dpa/] which is incorporated into and forms a part of this agreement between BusPatrol and the Town.

IN WITNESS WHEREOF, the Parties hereto have executed this Master Services Agreement for a School Bus Safety Camera Program between BusPatrol and Town, effective as of the date of the first Notice of Violation (the "Effective Date").

BUSPATROL:

By: _____
Name: Karoon Monfared
Title: CEO, BusPatrol America LLC
Date: September 20, 2024

TOWN OF GLENVILLE:

By: _____
Name: Robert T Kirkham JR
Title: Acting Supervisor
Date: 9-18-24

List of Attachments:

Attachment A: Sample Opt-In Agreement to Participate in the Town of Glenville BusPatrol School Bus Stop Arm Enforcement Program

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ATTACHMENT A

OPT-IN AGREEMENT TO PARTICIPATE IN THE Town/ BUSPATROL SCHOOL BUS STOP ARM ENFORCEMENT PROGRAM

Participating School District Name: _____

BusPatrol Internal Safety Solution: **YES** **NO**

Total No. of School Buses: _____

Participating School District Point of Contact: _____

WHEREAS, General Municipal Law Section 119-o authorizes municipal corporations and districts to enter into agreements for the performance among themselves or one for the other of their respective functions, powers, and duties on a contract basis, and

WHEREAS, General Municipal Law Section 119-n defines "municipal corporation" as a county outside the Town of New York, a town, a village, a board of cooperative educational services, fire district, or a school district, and defines a "municipal district" as a county or town improvement district, among other things, and

WHEREAS, the Town is authorized by Section 1174-a of the VTL and **[local law]** to enter into an agreement with school districts authorizing the Town to enter into a contract for the installation and operation of outward facing school bus photo violation monitoring systems on school buses owned or operated by within such school districts;

WHEREAS Town has entered into an agreement with BusPatrol to acquire, on behalf of Participating School Districts, a turn-key, web-based school bus photo violation monitoring system that can be used to capture images of vehicles operated in violation of Section 1174, issue citations to the owner of such vehicle when approved by an authorized Municipal Technician, and collect fines from the owner of such vehicle as authorized by Section 1174-a;

WHEREAS, Participating School District desires to enter into this agreement to authorize the Town, through its contractor BusPatrol, to install and operate of outward facing school bus photo violation monitoring systems on school buses operated within the Participating School District as authorized by Section 1174-a;

NOW, therefore, it is mutually agreed by and between the Parties hereto as follows:

1. **Purpose.** This "Opt-In Agreement" constitutes a formal, binding agreement between the **[NAME]** School District ("Participating School District"), the **[Town, Town or Village]** of **[NAME]** ("Town") and BusPatrol America LLC ("BusPatrol") (together, the "Parties"), for the installation, operation and maintenance of school bus photo violation monitoring systems on school buses owned or operated by the District in accordance with Section 1174-a of the New York State Vehicle and Traffic Law and **[local law]** (the "Stop Arm Laws"), as well as the installation and operation of other optional internal student safety cameras if selected by Participating School District (the "BusPatrol System").

2. **Authorization.** The Parties' execution of this Opt-In Agreement will serve as authorization for the Town, through its contractor BusPatrol, to install and operate the particular BusPatrol System identified above on buses owned and operated by the district or privately owned and operated for compensation under contract with such district.

3. **Payment.** In accordance with the Stop Arm Laws and the Master Agreement between Town and BusPatrol for the installation and operation of a "School Bus Stop Arm Enforcement Program" ("Master Agreement"), the Town will be solely responsible for paying BusPatrol for the installation, maintenance and use of the BusPatrol System on buses owned and operated by the Participating School District or privately owned and operated for compensation under contract with such district, to be paid solely from the revenues from any fines generated by said school bus photo violation monitoring systems operated within the District. Participating School District will have no responsibility for payment of any amounts due to BusPatrol for the installation, operation, or maintenance of the BusPatrol System.

4. **Responsibilities of the Parties**:

   a. **BusPatrol.** BusPatrol is responsible for providing all equipment and services necessary to install, operate and maintain the BusPatrol System.
   b. **Town.** Town is responsible for administering and overseeing BusPatrol's performance of the Stop Arm Enforcement Program including, but not limited to:
      i. Arranging for Municipal Enforcement Technician to review evidence packages and approve or disapprove potential notices of violation of the Stop Arm Laws;
      ii. Installing signage provided by BusPatrol in conformance with standards established in the Manual of Uniform Traffic Control Devices; and
      iii. Reviewing and approving BusPatrol invoices for payment, in accordance with the Master Agreement.
   c. **Participating School District.** Participating School District is responsible for:
      i. Providing BusPatrol or its agents with access to buses owned or operated by the District beginning on the Installation Start Date specified above (to be mutually agreed upon by the District, the Town and BusPatrol). If Participating School District does not own and operate the buses customarily used on the routes in its district, then Participating School District shall enter into an agreement with the private owner(s) and operator(s) of those buses to allow BusPatrol to install and operate its equipment on such buses, at no cost to BusPatrol. If Participating School District does not enter into such agreement with the private owner(s) and operator(s), or if any private owner or operator fails to provide BusPatrol will access to school buses, the Town or BusPatrol, at its option, may terminate the Opt-In Agreement with the Participating School District;
      ii. Providing BusPatrol with ongoing access to any and all BusPatrol equipment installed on buses owned or operated by the District or its third-

party bus operator, as reasonably necessary for BusPatrol to operate and maintain the school bus violation monitoring system;

iii. Providing BusPatrol with electronic copies of school bus routing information, in Excel or CSV format, if possible, for the purpose of identifying high risk routes and prioritizing an installation schedule;

iv. Using best efforts to maintain the routes identified in Subsection 4(c);

v. Using best efforts to properly store, secure, maintain, and repair the school buses when not in use to reasonably safeguard the BusPatrol System;

vi. Appointing a designated point of contact, identified above, who shall be authorized to act on behalf of the Participating School District on all matters relating to this Opt-In Agreement and District's use of and participation in the school bus school bus photo violation monitoring systems;

vii. Implementing security measures to ensure that any photographs, microphotographs, videotapes, other recorded images and data from internal non-enforcement cameras installed under Option B are only accessed by authorized personnel from the Participating School District.

viii. The School District shall be responsible for ensuring that all buses are equipped and operated in compliance with the specifications required by the Federal, State, or local law.

5. **License, Restricted Use.** BusPatrol grants to the Participating School District a limited, non-exclusive license to use the BusPatrol System, including BusPatrol Equipment and BusPatrol Software and other BusPatrol Intellectual Property (collectively "BusPatrol Intellectual Property"), solely for purposes of carrying out this Opt-In Agreement. This license shall continue for so long as this Opt-In Agreement remains in effect and shall expire immediately upon termination or expiration of this Agreement. Participating School District shall immediately cease any and all use of the BusPatrol Intellectual Property upon termination or expiration of this Opt-In Agreement, unless specifically authorized by BusPatrol in a separate written license agreement.

   The District agrees that it will not use the BusPatrol Intellectual Property for any purpose other than BusPatrol's operation of the BusPatrol System during the term of this Agreement. Participating School District will not disclose the BusPatrol Intellectual Property to any third parties without the prior express written permission of BusPatrol; will not make any modifications to the BusPatrol System; and will not attempt to disassemble, de-compile or otherwise perform any type of reverse engineering to the BusPatrol System or cause any other person to do any of the foregoing.

6. **Reporting.** Participating School District, acting by and through the Superintendent of Schools of such District, or his or her designee shall provide any report required of the District pursuant to Section 1174-a of the Vehicle Traffic law or **[local law]**, to the State or any official thereof. BusPatrol and Town agree to work with the Participating School District to provide any

information or other reasonable assistance necessary for District to prepare and submit any required reports.

7. **Restrictions on Access to Enforcement Data.** In accordance with the State and Local Law and the Master Agreement, the Parties agree that BusPatrol will implement controls and configure the BusPatrol system to safeguard enforcement data generated by the external cameras and other components of the BusPatrol Stop Arm Enforcement Solution (Option A) as follows:

    a. Pursuant to Section 1174-a (a)(3)(i) of the Vehicle and Traffic Law, BusPatrol will implement controls and configure the BusPatrol system to: (i) prevent Participating School District from accessing any photographs, microphotographs, videotapes, other recorded images and data from school bus photo violation monitoring systems; (i) to provide for the proper handling and custody of such photographs, microphotographs, videotapes, other recorded images and data produced by such systems; and (iii) to provide for the forwarding of such photographs, microphotographs, videotapes, other recorded images and data to the Town for the purpose of determining whether a motor vehicle was operated in violation of subdivision (a) of Section 1174 of the New York Vehicle and Traffic Law and imposing monetary liability on the owner of such motor vehicle therefor.

    b. BusPatrol will implement controls and configure the BusPatrol system to ensure that all photographs, microphotographs, videotapes, other recorded images and data produced by school bus photo violation monitoring systems shall be destroyed (i) ninety days after the date of the alleged imposition of liability if a notice of liability is not issued for such alleged imposition of liability pursuant to this local law or (ii) upon final disposition of a notice of liability issued pursuant to this local law.

8. **Restrictions on Access to Internal Camera Data.** The Parties agree that BusPatrol will implement controls and configure the BusPatrol system to ensure that any photographs, microphotographs, videotapes, other recorded images, audio, and data from the internal cameras (if any) installed pursuant to this agreement shall be made available only to the Participating School District and shall not be made available to the Town or any third-party except as explicitly authorized by the Participating School District. BusPatrol shall provide to the Participating School District video footage, recorded images, audio, and other information from interior Non-Enforcement Cameras upon request by the Participating School District, provided that the request for footage is made within thirty (30) days of the date of the footage requested. BusPatrol shall have no obligation to retain footage after thirty (30) days, on a rolling basis.

    In accordance with the Master Agreement, BusPatrol will implement controls and configure the BusPatrol system to ensure that all video footage, recorded images, and other information generated through such internal non-enforcement cameras shall be destroyed within ninety (90) days unless a longer period is authorized by Participating School District or required by law.

9. **Changes.** Changes to this Opt-In Agreement may be made only by mutual written agreement of the Parties.

10. Term, Termination.

a. This Agreement shall commence on the date of the last signature below. The parties' obligations specific to the operation of the BusPatrol System shall be in effect so long as the enabling legislation is in effect, until such time as this Opt-In Agreement is terminated pursuant to subsections (b) or (c) below:

b. This Opt-In Agreement may be terminated by the Participating School District, the Municipality, or BusPatrol by providing 120 days prior written notice to the other parties.

c. This Opt-In Agreement will automatically terminate in the event the Master Agreement between BusPatrol and Municipality is terminated in accordance with the terms of said Master Agreement.

d. In the event of a termination, Participating School District shall immediately cease use of the BusPatrol System, including any and all BusPatrol Equipment, BusPatrol Software, or Intellectual Property, and allow BusPatrol reasonable access to buses owned and operated by the Participating School District or its third-party bus operator, to allow BusPatrol to remove the BusPatrol Equipment in accordance with the wind down provisions of the Master Agreement.

11. Non-Assignment. This Agreement may not be assigned by Participating School District without prior written consent of the Town and BusPatrol. Town shall be relieved of all liability and obligations consistent with the New York State General Municipal Law Section 109 in the event of such unauthorized assignment.

12. Executory. All amounts to be paid to BusPatrol for the performance of the services called for in this Contract will be paid solely from the civil penalties collected from the operation of the BusPatrol System, as provided for by the Stop Arm Law. BusPatrol assumes the risk that program revenues will be sufficient to cover the Technology Fees, and therefore agrees that neither this Agreement nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available moneys for the purpose of this Agreement in the event that gross revenues collected over the life of this Agreement (including any extensions thereof) are insufficient to cover any costs, expenses or fees associated with this Agreement owed to BusPatrol. BusPatrol will have no claim against the Town for the payment of any such unpaid costs, expenses, or fees.

13. Notice. Except as otherwise provided in this Agreement, notice required to be given pursuant to this Agreement shall be made in writing and addressed to the following or such other person as the Parties may designate:

Town of Glenville:

Christopher A. Koetzle
Town Supervisor
(518) 688-1200 EXT. 1
18 Glenridge Road
Glenville, NY 12301

BusPatrol America LLC:

Karoon Monfared, CEO
8560 Cinder Bed Road, Suite 100
Lorton, Virginia 22079
karoon@buspatrol.com

AND

Christiana Stover, Associate General Counsel
8560 Cinder Bed Road, Suite 100
Lorton, Virginia 22079
christiana.stover@buspatrol.com

Participating School District:

<Address>
<Town, State Zip>
<tel>
<email>

14. **Non-Waiver.** Failure of either Party to exercise any rights under this Agreement for a breach thereof shall not be deemed a waiver thereof or a waiver of any subsequent breach.

15. **Severability.** If any provision of this Agreement shall be held unenforceable, the rest of the Agreement shall nevertheless remain in full force and effect.

16. **Choice of Law, Venue.** Any dispute arising directly or indirectly out of this Agreement shall be determined pursuant to the laws of the State of New York. The Parties hereby choose the [court], as the forum for any such dispute.

17. **No Arbitration.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration but must instead be heard in accordance with the Paragraph above entitled "Choice of Law, Venue."

18. **Rules Of Construction.** This contract shall be deemed to have been mutually prepared by the Parties hereto and shall not be construed against any of them solely by reason of authorship

19. **Counterparts; Signatures Transmitted by Electronic Means.** This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the Parties hereto may execute this Agreement by signing any such counterpart. A facsimile or signature transmitted by electronic means applied hereto or to any other document shall have the same force and effect as a manually signed original. This provision contemplates giving legal force and effect to copies of signatures. This provision does not contemplate the use of "electronic signatures" as regulated by New York State Technology Law Article 3, "Electronic Signatures and Records Act."

20. **Entire Agreement.** The terms of this Agreement, including its attachments and exhibits, represent the final intent of the Parties. Any modification, rescission, or waiver of the terms of this Agreement must be in writing and executed and acknowledged by the Parties with the same formalities accorded this basic Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement made this ____ day of _____, 20____.

BUSPATROL:

By: _____
Name: Karoon Monfared
Title: CEO, BusPatrol America LLC
Date: _____

TOWN OF GLENVILLE:

By: _____
Name: _____
Title: _____
Date: _____

PARTICIPATING SCHOOL DISTRICT:

By: _____
Name: _____
Title: _____
Date: _____

DRAFT

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CONFIDENTIAL

{01498914-1}

RESOLUTION NO.

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH TLT SEALCOATING, INC. FOR PAVING

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Town Supervisor to negotiate and execute an agreement with TLT Sealcoating, Inc., 2710 Curry Road, Schenectady, NY, 12303 for pavement restoration services in the amount not to exceed twenty-one thousand two hundred and 00/100 ($21,200.00) dollars.

SECTION 2. This resolution shall become effective December 11, 2024.

DATED: December 11, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

DRAFT

TOWN OF ROTTERDAM
John F. Kirvin Government Center • 1100 Sunrise Boulevard • Rotterdam, NY 12306
Telephone: 518-355-7575 • Fax: 518-355-7976 • Website: www.rotterdamny.org

LEGISLATIVE REQUEST FORM

DATE: December 6, 2024

TO: Town Board

FROM: Mollie Collins, Supervisor

TITLE OF REQUEST: Authorize the Supervisor to enter into a contract with TLT Sealcoating, Inc.,2710 Curry Road, Schenectady, NY 12303 for pavement repairs on Willow Street for 20 inch water main break.

TOWN BOARD MEETING: December 8, 2024

Background Information: The Town of Rotterdam had a 20 inch water main break on Wednesday, December 4, 2024 on Willow Street.

Evaluation/Analysis: The magnitude of the water main break caused the road to buckle and collapse in part while also destroying a resident's paved driveway.

Recommendation(s): Authorize the Supervisor to enter into a contract with TLT Sealcoating Inc, for repairs to Willow Street

Attachment/Document(s): See attached quotes

1

Compliance with Purchasing Policy: Yes

Effect(s) on Existing Law(s): N/A

LEGISLATION WILL BE PREPARED BY: Supervisor

DRAFT

December 11, 2024

ESTIMATE

Office Location: 2710 Curry Road.
Schenectady, NY 12303
Office Phone: (518) 377-3186
Cell Phone: (518) 858-3119
Email: timpeekand@yahoo.com

TLT SEALCOATING INC.

We specilize in • Paving • Sealcoating • Striping • Repair

Name of Business: Town of Rotterdam Highway Department	**Date:** December 05, 2024	**Estimate No.:** 3524
Customer/Contact Name: Skip Skoda	**Estimator:** Tim Peek	
Address: 54 Duanesburg Road	**Home Phone:** N/A	
Email: sskoda@rotterdamny.org	**Cell:** 518-424-7726	**Work:** 518-355-7722

WE HEREBY SUBMIT A PROPOSAL FOR THE FOLLOWING WORK:

DESCRIPTION	AMOUNT
Job Estimate: Willow Street Water Main Paving **Roadway 130 ' by 25'** **Fine grade crusher run and compact. Install 2.5 Inches of Type #3 Binder followed by 1.5 Inched of Type #6 Top. Each lift will be finished with heavy duty vibratory roller followed by finish roller for smooth appearance.** **Driveway 1600 Square feet** **Fine grade crusher run and compact. Install 1.5 Inches of Type #7 Top. Finish with heavy duty vibratory roller followed by finish roller for smooth appearance.** **PREVAILING WAGE SCALE APPLIED**	**$21,200.00**
Tax:	**N/A**
We propose hereby to furnish materials and labor according to the above specifications for the sum of:	**$21,200.00**

Signature of authorized property owner or manager: _____ **Date:** _____

T.L.T. Sealcoating and Striping Services, LLC signature: Tim Peek **Date:** 12/05/2024

DRAFT

DelSignore Blacktop Paving, Inc.
42 Brick Church Road
Troy, NY 12180
Phone: (518) 279-1642 Fax: (518) 279-1792

To:	Town Of Rotterdam	**Contact:**	Skip Skoda
Address:	1100 Sunrise Blvd. Rotterdam, NY 12306 USA	**Phone:** **Fax:**	
Project Name:	Rotterdam Emergency Paving	**Bid Number:**	24-532
Project Location:	Rotterdam, NY	**Bid Date:**	12/4/2024

**** Asphalt Availability (Plant Closing) & Weather Limitations & DelSignore Schedule Will Dictate & Prevail if Project can be Paved this Year.**

**** A Seasonal Waiver Must Be Signed Prior to Commencement of Any Work. No Exceptions.**

DelSignore Blacktop Paving, Inc. is pleased to offer the following proposal for the above referenced project:

Item Description	Estimated Quantity	Unit
Fine Grading: 4,750 SF Provide Fine Grading Subbase Prior To Asphalt Paving.	530.00	SY
Driveway Asphalt Paving: Furnish And Install 2" Of NYS Approved Type 6 Top Course After Compaction. ***Pavement Markings Excluded***	1,500.00	SF
Road Asphalt Paving: Furnish And Install 2.5" Of NYS Approved Type 3 Binder Course After Compaction Furnish And Install 1.5" Of NYS Approved Type 6 Top Course After Compaction ***Pavement Markings Excluded***	3,250.00	SF

Total Bid Price: $28,554.80

Notes:

- Regardless of what drawing and specifications reference to, all paving surfaces must have a minimum of 2.0% cross slope for positive drainage. Anything less we will not guarantee surface to be free of standing water.
- Premium time not included or anticipated in the work of this proposal.
- Night work not included or anticipated in the work of this proposal.
- Excludes all permits and associated fees, if and as applicable.
- All testing is assumed to be coordinated and paid for by others, if and as applicable.
- Paving to be performed on sound suitable Subbase, compaction testing is assumed to have been provided by others. Deviation or failure of Owner/Contractor to provide the specified sub-base and/or asphalt detail, will void any warranty with regard to the completion of the work by DelSignore Blacktop Paving, Inc..
- Grade stakes, Survey and Layout by others.
- Pavement markings by others.
- Tack coat excluded.
- Price includes one (1) mobilization to job site. Add $3,500.00 for each additional mobilization.
- Pricing contained in this proposal is valid for 7 days, **NOT INCLUDING** any increases in asphalt material pricing.
- All saw cutting, rebates and transition details to be by the Site Contractor and are assumed to be complete prior to pavement installation.
- 2024 Paving season will run from April 24, 2024 thru October 27th, 2024. This proposal is valid for those paving dates. If paving is requested prior to (pending material availability) or beyond these dates, further qualifications will be required for acknowledgment by the owner prior to pavement installation - NO EXCEPTIONS. DelSignore will issue a waiver which shall be fully executed by both parties prior to completing the work. DelSignore Blacktop Paving does not support the Placement of Top Course before/beyond these dates. These dates are set forth in the NYS DOT specifications manual dated 2008. These dates are for timeline reference. Temperatures for top course installation shall be a minimum 50 degrees (F) and rising.
- Liquid asphalt used in the asphalt mix manufacturing process is 64S-22 Standard. WMA, Polymer Modified, E, H or V Liquid asphalt is not used.

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DelSignore Blacktop Paving, Inc.
42 Brick Church Road
Troy, NY 12180
Phone: (518) 279-1642 Fax: (518) 279-1792

To:	Town Of Rotterdam	**Contact:**	Skip Skoda
Address:	1100 Sunrise Blvd. Rotterdam, NY 12306 USA	**Phone:** **Fax:**	
Project Name:	Rotterdam Emergency Paving	**Bid Number:**	24-532
Project Location:	Rotterdam, NY	**Bid Date:**	12/4/2024

DRAFT

ACCEPTED:
The above prices, specifications and conditions are satisfactory and hereby accepted.

Buyer: _____

Signature: _____

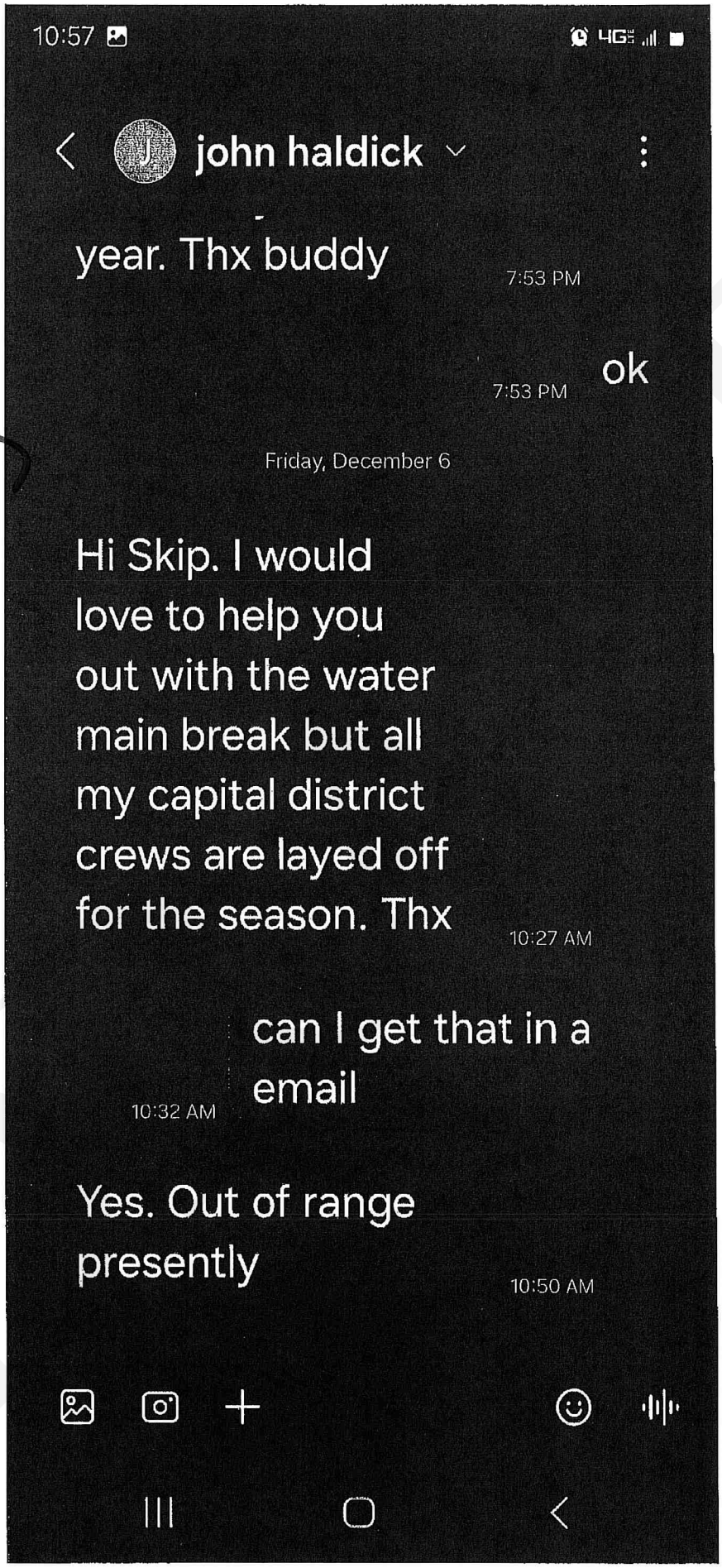
Date of Acceptance: _____

CONFIRMED:
DelSignore Blacktop Paving, Inc.

Authorized Signature: _____

Estimator: Jason Carpenter
(518) 279-1642
jcarpenter@delsignorecompanies.com

Callanan Industries Quote (NW) 12/6/24



Good Afternoon
Thank you for the opportunity but we will not be pricing the paving for the willow st water main break.
Rick

Empire Paving Response 12/5/24 1:37pm

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