

JOHN T. CASEY
Attorney at Law
31 Lindsay Drive
Troy, New York 12180
Phone 518-441-8685 e-mail jackcaseyj@aol.com

January 15, 2021

VIA E-MAIL TO *legals@troyrecord.com*

The Record
270 River Street Triangle, Suite 202 B
Troy, NY 12180

Re: Notice of Public Hearing to Amend Zoning Law providing for lot line adjustments

Sirs and Madams:

As Poestenkill Town Attorney, I am transmitting to you a Notice of Public Hearing to be published in the legal notices section of The Record as soon as possible.

Please send the billing and the affidavit of publication to:

Hon. Susan Horton, Town Clerk
Poestenkill Town Hall
P.O. Box 210
Poestenkill, NY 12140

It is not necessary to send the billing and the affidavit of publication to me. Thank you for your attention to this matter.

Very truly yours,

s/ John T. Casey

JOHN T. CASEY
Poestenkill Town Attorney

cc: Town Board, Town Clerk

**CORRECTED NOTICE OF PUBLIC HEARING
TOWN OF POESTENKILL**

Notice is hereby given that the Town Board of the Town of Poestenkill will conduct a public hearing pursuant to Town Law § 184 (2) at the Poestenkill Fire Company, 182 Main Street, in the Town of Poestenkill, County of Rensselaer at 7:00 P.M. January 21, 2021, to consider TOWN OF POESTENKILL LOCAL LAW NO. 1 for 2021, which would amend Local Law No. 2 of 2013 by eliminating the one-acre limit on parcels for which a lot line adjustment may be sought, and deleting the word “minor” characterizing such lots.

At the aforesaid time and place of hearing, all interested persons will be given the opportunity to be heard concerning the proposed agreement and resolution.

DATED: January 8, 2021

By Order of the Town Board
of the Town of Poestenkill
Susan Horton, Town Clerk

Approved as to form by
John T. Casey, Esq., Town Attorney

**NOTICE OF PUBLIC HEARING
TOWN OF POESTENKILL**

Notice is hereby given that the Town Board of the Town of Poestenkill will conduct a public hearing pursuant to Town Law § 184 (2) at the Poestenkill Town Hall, 38 Davis Drive in the Town of Poestenkill, County of Rensselaer at 7:00 P.M. January 21, 2021, to consider TOWN OF POESTENKILL LOCAL LAW NO. 1 for 2021, which would amend Local Law No. 2 of 2013 by eliminating the one-acre limit on parcels for which a lot line adjustment may be sought, and deleting the word “minor” characterizing such lots.

At the aforesaid time and place of hearing, all interested persons will be given the opportunity to be heard concerning the proposed agreement and resolution.

DATED: January 8, 2021

By Order of the Town Board
of the Town of Poestenkill
Susan Horton, Town Clerk

Approved as to form by
John T. Casey, Esq., Town Attorney

Michelle Asquith

From: Judy Grattan <grattans4@aol.com>
Sent: Sunday, January 17, 2021 10:52 AM
To: khammond@poestenkilny.org; jross@adamrosscutstone.com;
wohlleber.eric@gmail.com; dh@hassmfg.com; vanslykebelt@gmail.com;
jcasey@poetenkillny.com
Cc: tcpoest@nycap.rr.com; secpoest@nycap.rr.com
Subject: Proposed change to lot line adjustment

Folks,

Since I will not be attending the Town Board meeting I would appreciate the comments below being read into the record at the public hearing:

When I served on the Planning Board we had a procedure for determining if a parcel met the requirements in the code for a lot line adjustment. We looked at each element of the definition in the town code to see if the parcel met all of the requirements. A major stumbling block for most requests was the requirement that the lot line adjustment "*revision is intended to correct minor boundary problems*". The proposed change to the law does nothing to correct this difficulty. While I agree that eliminating the 1 acre limit is desirable, I would suggest that the above statement also be stricken from the code. While the correction of boundary problems was the impetus to create this definition at the beginning, the applications the Planning Board has received in the past - and where we would have liked to grant the lot line adjustment - did not meet this requirement.

To help clarify: Abutter A (20 acres) and Abutter B (3 acres) want to shift the agreed upon property line by a total of 1.5 acres from abutter A to Abutter B. This would still not be possible with your proposed change to the law as it would fail to meet the requirement that there are minor boundary problems. (Frequently these abutters are related which is the reason the transfer of property is even requested as Abutter A has no desire to subdivide the property for sale to another party.)

Not to be included in my comments for the public hearing but of concern to me is the fact that Local Law 2 of 2013 was reflected in the town code without the 1 acre limit specified in the definition of lot line adjustment. This is an important part of the law and this omission has been confusing for residents who were unaware of this requirement. I would suggest that future updates to the code by the company managing them be intensely checked to be sure that all relevant portions of the law are clearly reflected for the residents of the town.

Judy Grattan

LOT LINE ADJUSTMENT - The relocation or revision of the boundary line of a lot to change the area of said lot and of an existing adjacent lot or lots, which revision is intended to correct minor boundary problems/and which does not create any additional number of lots. A Lot Line Adjustment shall not be considered a subdivision or a resubdivision. As used herein, the term "minor" shall involve the relocation of no more than one acre of land from one or more lots to one or more other lots. Said revision may result in a non-conforming lot or lots becoming a single conforming lot and there shall be no limit to the number of adjacent non-conforming lots which may be combined to form a single conforming lot. In no event shall such revision result in the creation of more than one conforming lot. The determination as to whether any proposed action constitutes a Lot Line Adjustment in accordance with the foregoing criteria shall be within the reasonable interpretation and discretion of the Planning Board and shall only be considered upon application made and good cause shown by the owner(s) of the affected lots. If the Planning Board so determines, and provided further that the proposed action neither creates nor increases any significant planning issues with respect to the existing or potential future use of any involved parcel(s), the Planning Board may at its discretion declare the proposed action to be a Lot Line Adjustment and thereby exempt such proposed action from any further subdivision review pursuant to this chapter, whereupon it shall direct the Chairperson to approve the proposed action. However, even if such exemption is granted, a fee equal to the fee for processing a two-lot subdivision will be assessed to and payable by the applicant in order to defray the Planning Board's reasonable review, administration and processing costs.

Anything hereinabove to the contrary notwithstanding, in the event the Planning Board is of the opinion that the primary purpose and intent of the proposed action is to develop the affected lot(s) in circumvention of the otherwise applicable subdivision review and proceedings, the application to treat such action as a Lot Line Adjustment may properly be denied. Further, in the event the Planning Board is of the opinion that any problem of lot non-conformity may be reasonably resolved by means of an area or setback variance, the Planning Board may refer the applicant to the Zoning Board of Appeals to first apply for such relief and provide that only if such variance is denied will the proposed action be considered by the Planning Board as a Lot Line Adjustment as provided herein.

RESUBDIVISION – Any alteration of lot lines or dimensions of any lots or sites shown on a plat previously approved and filed in the office of the county clerk including any change that affects any street layout shown on such plat or area reserved thereon for public use.

In addition, the existing definition of SUBDIVISION is hereby modified to read as follows:

SUBDIVISION – The division of any parcel of land into two or more lots, blocks or sites, with or without streets or highways, and includes resubdivisions of any plat which is entirely or partially undeveloped. In addition, any division of land containing a new street shall be considered a subdivision.

TOWN BOARD MINUTES
TOWN OF POESTENKILL
YEAR-END TOWN BOARD

December 29, 2020

Not approved at time of distribution)

ROLL CALL AS FOLLOWS

Councilwoman Butler	Present
Councilman Hass	Present
Councilman Van Slyke	Present
Councilman Wohlleber	Present
Supervisor Hammond	Present

NON-VOTING MEMBERS

Susan Horton, Town Clerk
Jack Casey, Town Attorney

Supervisor Hammond opened the meeting, which was virtual for safety precautions, with the Pledge of Allegiance and opened the floor for comments at 7:00 pm; there were no comments. The Supervisor moved on to the business portion of this year-end meeting. The purpose of this meeting was to pay any year-end bills and to do any budget transfers that were deemed necessary. Motion by Hass, seconded by Butler and carried that the monthly bills had been audited for payment.

Motion by Van Slyke, seconded by Hammond and an oral vote of 5 ayes to accept the Town Clerk's minutes of December 17, 2020 as written.

Discussion Items:

Senior Aged exemption and Disability Exemption for 2021 Assessment Roll – Betsy Pinho discussed the proposal which Governor Cuomo signed in Executive Order 202.83 which allows the Towns to automatically renew both the Senior Aged Exemption and the Disability Exemption for the 2021 Assessment Roll without the need for residents to file the required exemption applications and submitting income verification. B. Pinho explained that if the Town decided to opt-in and allow for these two exemptions to be automatically renewed, a Resolution must be approved. B. Pinho and the Board discussed residents that have already returned their forms for processing, to call and inform them that last year's information will be used. The Town Board discussed the advantages in this Covid-19 environment and decided that it would support the Resolution. This will be voted on during the Action Items portion of the meeting.

Alarm System – Supervisor Hammond explained the \$917.00 increase for the Alarm System. He stated that there is an issue with the phone lines and installing a cellular communicator will correct this problem. Motion by Wohlleber, seconded by Van Slyke and carried to authorize Supervisor Hammond to sign Lee Audio and Security Agreement in the amount of \$917.00.

Declare old phones surplus – Supervisor Hammond stated that to dispose of our old phones we need to declare them "surplus." He also stated that they can be put on the Government Auction Site for anyone interested in purchasing them. Motion by Hass, seconded by Butler and carried to declare the old phones in Town Hall as "surplus."

Action Items:

Resolution for Senior Aged Exemption and Disability Exemption –
RESOLUTION #29-2020 – IMPLEMENTING GOVERNOR ANDREW CUOMO'S EXECUTIVE ORDER 202.83 WHICH ALLOWS THE AUTOMATIC RENEWAL OF PROPERTY TAX EXEMPTIONS FOR SENIOR CITIZENS AND PERSONS WITH DISABILITIES UPON A RESOLUTION PASSED BY THE POESTENKILL TOWN BOARD.

Be It Further Resolved, that upon adoption of this resolution by a majority vote of the Town Board of the Town of Poestenkill all such current exemptions shall be automatically renewed for 2021 and no further application or filing shall be necessary; and Be It Further Resolved, that the Assessor is hereby informed of this change and ordered to effectuate it.

MOVED BY: Councilman Wohlleber

SECONDED BY: Councilman Van Slyke

VOTED UPON AS FOLLOWS:

Councilwoman Butler: Yes
 Councilman Hass: Yes
 Councilman Wohlleber: Yes
 Councilman Van Slyke: Yes
 Supervisor Hammond: Yes

Declare old phones surplus – This was discussed and voted on during the Discussion portion of the meeting.

Alarm system – This was discussed and voted on during the Discussion portion of the meeting.

Budget Transfers –

RESOLUTION #30-2020 – IN THE MATTER OF THE TRANSFER OF CERTAIN HIGHWAY BUDGET FUNDS. Resolved, that it is hereby authorized and directed as follows: That the sum of \$121,223.91 be transferred to Highway Budget fund line item 251204 (Bridges) amount of \$10,000 and From Highway Budget fund line item 290608 (Employee Ben.) amount of \$20,000 and from Highway Budget fund line item 251104 (General repairs) amount of \$26,223.91 and from General Budget fund line item 151324 (Highway Garage) amount of \$65,000.00.

MOVED BY: Councilman Hass

SECONDED BY: Councilman Wohlleber

VOTED UPON AS FOLLOWS:

Councilwoman Butler: Yes
 Councilman Hass: Yes
 Councilman Van Slyke: Yes
 Councilman Wohlleber: Yes
 Supervisor Hammond: Yes

RESOLUTION #31-2020 – IN THE MATTER OF THE TRANSFER OF CERTAIN GENERAL BUDGET FUNDS. Resolved, that it is hereby authorized ad directed as follows:

That the sum of \$154.67 be transferred from General Budget fund line item 119904 (Contingent) to General Budget fund line item 13620.4 (Code Enforcement); and

That the sum of \$1,364.00 be transferred from General Budget fund line item 1362011 (Code Enforcement Clerk) to General Budget fund line item 13620.1 (Code Enforcement); and

That the sum of \$1,894.16 be transferred from General Budget fund line item 119904 (Contingent) to General Budget fund line item 11110.1 (Justice); and

That the sum of \$2.29 be transferred from General Budget fund line item 119904 (Contingent) to General Budget fund line item 1141011 (Deputy Town Clerk).

RESOLUTION #32-2020 – IN THE MATTER OF THE TRANSFER OF CERTAIN WATER BUDGET FUNDS 2020. Resolved, that it is hereby authorized and directed as follows:

That the sum of \$65.00 be transferred from Water Budget fund line item 8310.14 (811 dig safely) to Water Budget fund line item 8310.11 (Assistant Water Manager) correction from Resolution #28-2020; and

That the sum of \$1,030.00 be transferred from Water Budget fund line item 8320.4 (System Repairs) to Water Budget fund line item 8310.11 (Assistant Water Manager); and

That the sum of \$150.00 be transferred from Water Budget fund line item 8320.41 (Chlorine).

That the sum of \$1,364.04 be transferred from Water Budget fund line item 8320.4 (System Repairs) to Water Budget fund line item 8310.4 (Admin. Contractual).

MOVED BY: Councilman Wohlleber

SECONDED BY: Councilman Hass

VOTED UPON AS FOLLOWS:

Councilwoman Butler:	Yes
Councilman Hass:	Yes
Councilman Van Slyke:	Yes
Councilman Wohlleber:	Yes
Supervisor Hammond:	Yes

DJ Goyer, Acting Highway Superintendent, discussed some additional equipment which would make their operations more efficient in 2021. Specifically, he discussed the advantages of a Grapple Bucket and a Skid Steer Loader. After a discussion of the advantages to the Town it was decided that DJ would meet with Supervisor Hammond shortly to prioritize the requested purchases in 2021.

R. Brunet, Water Manager explained that the Water Department performed better than budgeted in both expense control and generating revenue. He stated that by performing our own repairs to equipment in 2020 that they were able to avoid sending out equipment for repairs, thereby underspending the repair expense budget. Regarding revenues, he explained that we had generated significant additional revenues by working with contractors, such as the Geothermal Companies, and selling them our water services. Also, by providing significant pool filling services to the residents, thereby financially benefitting the resident, and bringing revenues into the Town. He stated that this same procedure would be used in 2021 to help the budget.

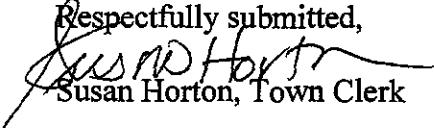
Payment of Bills:

Motion by Hass, seconded by Butler and an oral vote of 5 ayes to pay Warrant #25-2020 in the amount of \$138,539.52. Motion by Hass, seconded by Butler and an oral vote of 5 ayes to pay Warrant #26-2020 in the amount of \$891.78.

*Reminder – The Organizational Meeting will be held on January 7, 2021 at 7:00 p.m. Supervisor Hammond would like the Board Members to meet in person and all others are invited to attend this meeting via Zoom.

Motion by Wohlleber, seconded by Van Slyke and carried to adjourn this meeting at 7:45 p.m.

Respectfully submitted,


Susan Horton, Town Clerk

ORGANIZATIONAL MEETING MINUTES
TOWN OF POESTENKILL
JANUARY 7, 2021
POESTENKILL TOWN HALL
(Not approved at time of distribution)

ROLL CALL AS FOLLOWS:

Councilwoman Butler	Present
Councilman Hass	Present
Councilman Van Slyke	Present
Councilman Wohlleber	Absent
Supervisor Hammond	Present

NON- VOTING MEMBERS:

Susan Horton, Town Clerk

Supervisor Hammond opened the 2021 Organizational Meeting at 7 p.m. with the Pledge of Allegiance. Motion by Councilwomen Butler, seconded by Councilman Hass and carried to enter into Executive Session to discuss a personnel issue at 7:05 p.m. with no votes being taken. Motioned by Councilwoman Butler and seconded by Councilman Hass and carried to exit Executive Session at 7:15pm.

I. Public Comment Period- There being no comments, this portion of the meeting was closed.

II. Discussion Items

Maintenance Position- Supervisor Hammond would like to hire a maintenance person for up to 4 hours a week at \$17 per hour to assist with the maintenance at Town Hall. Motion by Councilwoman Butler and seconded by Councilman Hass with an oral vote of 4 ayes to hire a maintenance person for Town Hall. This position will be posted in the Advertiser and the Troy Record.

Boiler- Supervisor Hammond wants to cancel the current maintenance contract with John Ray. He has been in contact with Legenbauer and they have agreed to look at our current system and see what needs to be done. Motion was made by Councilwoman Butler and seconded by Councilman Hass with an oral vote of 4 ayes to cancel the current contract with John Ray.

Ambulance- A short discussion was had about the upcoming election and more discussion will continue at the January 21st Town Board Meeting which will be held at the VFW Post.

Library- Councilman Van Slyke asked for M. Gibbons to be paid \$20.00 per snowstorm for shoveling the front walkway of the library. Motion by Councilman Van Slyke and seconded by Councilman Hass with an oral vote of 4 ayes to pay M. Gibbons \$20.00 per snowstorm to shovel the walkway of the Library.

Emergency Plan- An emergency plan needs to be put together and in place by the beginning of February due to the passing of a COVID Emergency Plan by Governor Cuomo. Supervisor Hammond stated the County has provided a list of businesses that could assist with this. Supervisor Hammond will be working on this to make sure it is completed within the deadline.

III. Action Items

Approve appointment of Jack Casey as Town Attorney at an annual salary of \$30,000.00 to be paid monthly, for normal and usual affairs of the Town.

Approve the annual salary of the Town Supervisor, Keith Hammond at \$16,000 to be paid monthly.

Recognize the Supervisor's appointment of Eric Wohlleber as Deputy Supervisor and set the annual salary for said position at \$2,000 to be paid monthly.

Set the annual salary for the Four Council Members at \$4,120 each to be paid monthly.

David Hass
Harold Van Slyke
June Butler
Eric Wohlleber

Councilman Hass will be not be receiving this salary, as he will be donating it to the Town.

Recognize the Supervisor's appointment of Michelle Asquith, as Bookkeeper and Secretary to the Town Supervisor, hourly rate for said position at \$27.39 per hour for 30 hours per week to be paid weekly.

Set the annual salary of the Town Clerk/Tax Collector, Susan Horton, at \$43,283.50 to be paid bi-weekly.

Appoint Susan Horton, Receiver of Water Charges & Clerk to the Water Manager at \$4,840.00, term to expire 12/31/21

Recognize the Town Clerk's appointment of Tiffany Buker as Deputy Town Clerk and Deputy Tax Collector, with the Salary of \$18.00 per hour, term to expire 12/31/21 for said combined positions, to be paid monthly.

Appoint Susan Horton, Registrar of Vital Statistics at \$2,732.58, term to expire 12/31/21.

Recognize the appointment of Tiffany Buker Deputy Registrar of Vital Statistics at no salary, term to expire 12/31/21.

Appoint David Goyer as Deputy Superintendent of Highway at an additional annual salary of \$10,000.00 to be paid weekly. He is also entitled to the same benefits as described in the current highway employee agreement. Monthly reports to be submitted.

Set the annual salary of the Town Justices, Thomas F. Slavin Jr. and Gregory T. Kronau, at \$9,073.33 each, to be paid monthly. Monthly reports to be submitted.

Appoint Felicia Dickinson, Clerk to the Town Justices, at an hourly rate of \$20.87 for a maximum of 20 hours per week, to be paid monthly.

Appoint Robert Ryan as the Planning Board Attorney at a salary of \$5,681.66 to be paid monthly.

Re-appoint Ethics Board Members as follows, and appoint Jack Casey as chairman and re-affirm the following members of the Ethics Board and their term expirations as members.

Jack Casey	Term to expire 12/31/2024
Sue Pattenaude	Term to expire 12/31/2025
Jack Casey	Term to expire 12/31/2021 (as Chairman)
Dawn Neibuhr	Term to expire 12/31/2021
Jill Gresens	Term to expire 12/31/2022
Connie Van Slyke	Term to expire 12/31/2023

Appoint a chairman to the Zoning Board, term to expire 12/31/2021 and set the Chairman salary at \$1,044.00 to be paid quarterly. Set the annual salary of Zoning Board Members including Alternate Member at \$652.00 each to be paid quarterly. Appoint Frank Burzesi as Alternate term 01/1/2021 to 12/31/2021. Re-Appoint Kevin McGrath a term 01/1/21 to 12/31/25 Other ZBA members and their expiration dates are:

Nicole Heckelman	Term to expire 12/31/2024
Kevin McGrath	Term to expire 12/31/2025
Timothy Hoffay	Term to expire 12/31/2021
Susan Kalafut	Term to expire 12/31/2022
Paul Jamison	Term to expire 12/31/2023(Member)
Frank Burzesi	Term to expire 12/31/2021(Alternate)

Due to current term limits, the recommendations of the chairman to the Zoning Board will need to be changed and brought back to the board for the January Town Board meeting.

Set the hourly salary of the Secretary to the ZBA Lynn Kane at an hourly rate \$17.34 for a total of 12 hours to be divided between departments to be paid bi-weekly.

Designate Ryan-Briggs Associates as Engineer to the Town as an independent contractor as-needed basis at an hourly rate to be agreed upon between the Town and Ryan-Briggs Associates Engineering.

Appoint Robert Guyer, Dog Control Officer at an annual salary of \$7,409.00, to be paid monthly. Complete monthly reports are to be submitted.

Appoint Tiffany Buker as Recreation Director/ Camp Director at an annual salary of \$5979.24/\$3820.76, to be paid monthly.

Set the mileage reimbursement at 56 cents per mile.

Appoint the following to the Water Benefit Review Board. As provided by Public Law #5 of 2010, Municipal Water Use Law of The Town the members serve for a 3-year term. Re-appoint Tim Anatasio to the Water Review Board, term to expire 12/31/2023 and Members of the Water Benefit Review Board are as follows:

Appoint Betsy Pinho, as Assessor at an annual salary of \$19,000.00 term to expire 09/30/2025

Appoint Robert Brunet, Water Manger at an annual salary of \$25,000.00 to be paid monthly. Monthly reports to be submitted

Appoint Robert Brunet, 811 Coordinator at \$2000.00, term to expire 12/31/21. Monthly reports to be submitted.

Appoint Robert Young, Assistant Water Manger at a rate of \$20.00 for a maximum of hours 10 per week, to be paid bi-weekly.

Appoint Michelle Slovak, Clerk to the Assessor, at an hourly rate of \$19.00 for a maximum of 14 hrs. per week to be paid bi- weekly.

Appoint Tracy Church, Building Inspector/Code Enforcer /Clerk to the Code Enforcer office at a salary of \$41,000.00 to be paid bi-weekly.

Recognize the following members to the Board of Assessment Review for a 5 yr. term:

Philip LaRocque Term to expire 9/30/2025

William D. Weber Term to expire 9/30/2021

Matthew Guilbault Term to expire 9/30/2023

The salary is to be paid by voucher at \$100.00 per member/ per year.

Appoint Lisa Bouchard Town Hall Custodian at an hourly rate of \$15.30 at 10 hours per week with 2 hours extra when needed, to be paid monthly.

Appoint Linda Sagendorf Town Historian at an annual salary of \$4,432.92 to be paid quarterly. Term to expire 12/31/21. Monthly report to be completed.

Appoint Laura Burzesi as a Planning Board Member, term to expire 12/31/2027 and Victoria Spring as an Alternate, term to expire 12/31/2021. Appoint a Chairman to the Planning Board, term to expire 12/31/2021 set the salary of the Planning Board Members at \$939.11 each and the Chairman at \$1,265.40 to be paid quarterly for budget year 2021. Other Planning Board Members and term expiration dates are:

Steve Valente Term to expire 12/31/2022

William Daniel Term to expire 12/31/2023

Don Heckelman Term to expire 12/31/2024

Jeffrey Briggs Term to expire 12/31/2025

Harvey Teal Term to expire 12/31/2026

Laura Burzesi Term to expire 12/31/2027

Tom Russell Term to expire 12/31/2021(as member)

Victoria Spring (Alternate) Term to expire 12/31/2021

Due to current term limits, the recommendations for the chairman to the Planning Board will need to be changed and brought back to the Board for the January Town Board meeting.

Appoint Lynn Kane as Secretary to the Planning Board, at an hourly rate of \$ 17.34 for a total of 12 hours per week divide between departments to be paid bi-weekly.

Lou Basle term to expire 12/31/2021
Linda Emery term to expire 12/31/2022
Tim Anatasio term to expire 12/31/2023

Such members to serve without compensation but are entitled to re-imburement of actual and necessary expenses which shall be a charge to the Water District. They may elect from its members a person to act as chair until 12/31 of each year.

Recognize the following members to the workplace Violence committee:

Jack Casey
Sue Pattenaude
Jill Gresens
Connie Van Slyke
Vacancy

Designating THE RECORD as the official newspaper for the Town of Poestenkill.

Designating M&T Bank, Trustco Bank, 1stNiagara, Citizen, HSBC, Key Bank Chase Bank of America, Pioneer as Town depositories.

Designate the Third Thursday of each month at 7:00 p.m. as Town Board Meeting Night immediately following the audit committee meeting on any public Town Board hearing see scheduled. Workshop and special meetings will be held the first Thursday of the month at 7:00 p.m. as needed. Or as otherwise scheduled.

Designate the following Town Board Committee assignments:

Zoning Board of Appeals - J. Butler/ H. Van Slyke
Planning Board - H Van Slyke/ J. Butler
Youth Advisory - Eric Wohlleber
CAC - K. Hammond / J. Butler
Highway - June Butler
Records Advisory Committee -Susan Horton
Water Committee -David Hass
Fire Company -David Hass
Library -Harold Van Slyke
Streetlights -J. Butler and D. Hass
National Grid -David Hass
Twin Town Little League -Eric Wohlleber
Cable - D Hass & J. Butler
Website -Eric Wohlleber
Town Emergency Plan -Eric Wohlleber

Appoint all Town Board Members to the Audit Committee.

Water Rate for 2021 \$5.00 per 1000 gallons of water, \$40.00 minimum on hydrant Water Sale, \$275.00 Residential Meter cost, \$300.00 on Wet tap inspection fee, and \$40.00 water permit fee.

Dog Licensing Rate for 2021: For a 2-year period, Spayed and Neutered will be \$14 (\$12 for local fees and \$2 for state fees) and unspayed and unneutered dogs will be \$24 (\$18 for local fees and \$6 for state fees)

RESOLUTION #1-2021-IN THE MATTER OF THE APPOINTMENT OF ALL CURRENT EMPLOYEES AND OFFICERS-This resolution was read by Supervisor Hammond.

MOVED BY: Councilman Hass
SECONDED BY: Councilwoman Butler

Be it resolved that all current employees and officers of the Town of Poestenkill not specifically mentioned in the resolutions adopted at this meeting and who serve at the pleasure of the Town Board are hereby continued in office until such time as the town Board shall otherwise direct.

VOTED UPON AS FOLLOWS:

Councilwoman Butler	YES
Councilman Hass	YES
Councilman Van Slyke	YES
Councilman Wohlleber	Absent
Supervisor Hammond	YES

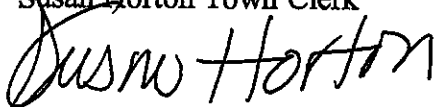
*At the beginning of tonight's meeting to consider the proposed Town positions and salaries, Supervisor Hammond stated that he wanted to handle this subject differently than in the past. He stated that rather than an individual vote after each item, that the Board would vote at the end of the Organizational Meeting. If there was any disagreement, then that item would be discussed separately. At the completion of discussing all the proposed Town positions and salaries, Supervisor Hammond took the votes of the Town Board. Motion by Councilwoman Butler, seconded by Councilman Hass and an oral vote of 4 ayes to accept the positions and salaries discussed at tonight's Organizational Meeting.

Payment of Bills:

A motion was made by Councilman Hass, seconded by Supervisor Hammond with an oral vote of 4 ayes for payment of the Water Bills (Warrant #1-2021) in the amount of \$298. A motion was made by Councilman Hass, seconded by Supervisor Hammond with an oral vote of 4 ayes for payment of the Town Bills (Warrant #2-2021) in the amount of \$281.50. A motion was made by Councilman Hass, seconded by Councilwoman Butler and an oral vote of 4 ayes for payment of the Highway Bills (Warrant #3-2021) in the amount of \$19,118.19.

Motion by Councilwoman Butler, seconded by Councilman Hass and carried to adjourn this meeting at 7:55 p.m.

Respectfully submitted,
Susan Horton Town Clerk



Town of Poestenkill Organizational Meeting
January 7, 2021

Resolution # 1-2021
Appointment of Current Employees and Officers

Moved By: HASS

Second By: Butler

Keith Hammond:	<u>Y</u>	N	A
Eric Wohlleber:	Y	N	<u>A</u>
June Butler:	<u>Y</u>	N	A
David Hass:	<u>Y</u>	N	A
Harold Van Slyke:	<u>Y</u>	N	A

Be it Resolved, That all current employees and officers of the Town of Poestenkill not specifically mentioned in the resolutions adopted at this meeting and who serve at the pleasure of the Town Board are hereby continued in office until such time as the Town Board shall otherwise direct



Kevin Egan
Director of Government Affairs

December 31, 2020

Re: Charter Communications – Upcoming Changes

Dear Municipal Official:

Spectrum Northeast, LLC, locally known as Spectrum, is noticing its customers that on or around February 1, 2021, WTEN 2 - Get TV, located on Spectrum Channel 1240, will rebrand to WTEN 2 - Cozi on the channel lineup serving your community.

For a complete channel lineup, visit www.spectrum.com/channels.

If you have any questions about this matter, please feel free to contact me at 518-640-8575 or via email at kevin.egan@charter.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin Egan", written over a light blue horizontal line.

Kevin Egan
Director, Government Affairs
Charter Communications



Planning Board

TOWN OF POESTENKILL

38 Davis Drive / P.O. Box 210

Poestenkill, NY 12140

(518) 283-5100 Phone

(518) 283-7550 Fax

MEMORANDUM

To: Poestenkill Town Board

From: Tom Russell, Chairmen
Planning Board

Re: 2021 Appointments

Date: January 19, 2021

The Planning Board requests that the Town Board appoint as follows:

1. Appoint Donald Heckelman as Chairman of the Planning Board.

Michelle Asquith

From: tom russell <reliablerehabsolutions@gmail.com>
Sent: Wednesday, January 20, 2021 4:24 PM
To: khammond4646@gmail.com; June Ross; dh@hassmfg.com; Harold Van Slyke; Eric Wohlleber
Cc: Paul Jamison; Michelle Asquith
Subject: New Plaanning Board Chairperson recommendation

Good Afternoon Keith, June, David, Harold & Eric -

The Planning Board is forwarding Don Heckleman's name to you as our recommendation for your consideration and hoped approval as the new Planning Board Chairperson. Thank you.

Tom Russell.



Planning Board

TOWN OF POESTENKILL

38 Davis Drive / P.O. Box 210
Poestenkill, NY 12140
(518) 283-5100 Phone
(518) 283-7550 Fax

PLANNING BOARD AGENDA January 5, 2021, 7:00 pm Poestenkill Fire Hall

7:00 Meeting Opens – Pledge of Allegiance

Public Hearing:

<u>Harold Van Slyke</u> 125.-7-8.2	<u>2 Lot Minor Subdivision</u> 606 Snyders Corners Rd.
---------------------------------------	---

Applicant:

<u>Teresa Quell</u> 136.-9-34.18	<u>2 Lot Minor Subdivision</u> 55 Chain Mountain Way
-------------------------------------	---

<u>Scott Polaro</u> 125.-7-28	<u>NP Special Use Permit-Extension</u> 607 NY 351
----------------------------------	--

<u>Leonard Johnson</u> 136.-6-3.131	<u>Lot Line Adjustment</u> 18 Johnson Lane
--	---

<u>Leonard Johnson</u> 136.-6-3.131	<u>2 Lot Minor Subdivision</u> 18 Johnson Lane
--	---

<u>43 Mall LTD</u> 114.-2-3.12	<u>Amend Final Plat – Lot 8</u> Lochvue Subdivision
-----------------------------------	--

Minutes of the December 1, 2020 Meeting:

Public Comments:

Old Business:

Organization:

Other:

Don Heckelman	to attend January meetings
Harvey Teal	to attend February meetings
Tom Russell	to attend March meetings

10:57 AM
12/31/20
Accrual Basis

Poestenkill Fire Company
Custom Summary Report
December 2020

	<u>Dec 20</u>
Expense	
Building Fuel (heating)	
East Poestenkill (propane)	249.08
Main Station (Propane)	1,932.00
Total Building Fuel (heating)	<u>2,181.08</u>
Building Maintance	
Cleaning Supplies	196.63
Main Station	919.68
Refuse	71.55
Total Building Maintance	<u>1,187.86</u>
Electric	
East Poestenkill	22.70
Main Station	21.02
Total Electric	<u>43.72</u>
Equipment	
New Equipment	1,520.83
Repair & Maintance	2,240.40
Total Equipment	<u>3,761.23</u>
Fire Trucks	
Fuel	612.99
Total Fire Trucks	<u>612.99</u>
Insurance	5,076.00
Internet & Phone	113.01
Medical Supplies	25.20
Membership Dues	100.00
Office Supplies	107.99
Physicals	120.00
Security Alarm	65.00
Solar	207.78
Telephone	
East Poestenkill	44.37
Main Station	57.10
Total Telephone	<u>101.47</u>
Training	690.00
Uniforms	20.00
Water	18.72
Total Expense	<u>14,432.05</u>
Net Income	<u><u>-14,432.05</u></u>

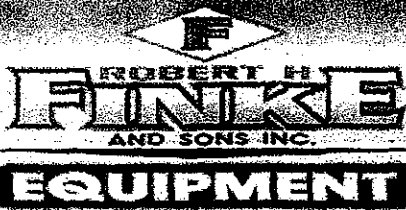
Poestenkill Fire Company
Custom Summary Report
 January through December 2020

	Jan - Dec 20
Income	
Income Donation	40.00
Insurance Check	19,507.24
Reverse Monthly Charge	72.00
Sale of Equipment	12,200.00
Town Contract Money	321,777.96
Transfer from Memorial Fund	10,000.00
Total Income	363,597.20
Gross Profit	363,597.20
Expense	
Amazon	291.45
Awards	2,811.43
Bank Service	131.25
Bank Service Charge	90.00
Building Fuel (heating)	
East Poestenkill (propane)	1,668.61
Main Station (Propane)	9,863.25
Building Fuel (heating) - Other	361.04
Total Building Fuel (heating)	11,892.90
Building Maintenance	
Cleaning Supplies	887.63
Main Station	7,567.30
Refuse	942.05
Total Building Maintenance	9,396.98
Code 100	171.30
Donation	500.00
Electric	
East Poestenkill	272.40
Main Station	252.24
Total Electric	524.64
Equipment	
New Equipment	43,468.96
Repair & Maintenance	11,881.17
Total Equipment	55,350.13
Fire Prevention	2,113.92
Fire Trucks	
Fuel	3,782.49
Repair & Maintenance	29,571.38
Total Fire Trucks	33,353.87
Funerals	85.00
Gifts cards	200.00
i am Responding Program	3,137.00
Insurance	
Accident & Sickness	1,128.00
Workman's Compensation	13,444.93
Insurance - Other	28,742.11
Total Insurance	43,315.04
Internet & Phone	1,349.39
Laboratory License Fee	200.00
Loan Payments Fire Truck	39,419.27
Medical Supplies	3,588.87
Membership Dues	100.00
Memorial Day	95.00
Memorial Donation	220.00
Miscellaneous	2,071.86

10:58 AM
12/31/20
Accrual Basis

Poestenkill Fire Company
Custom Summary Report
January through December 2020

	<u>Jan - Dec 20</u>
Office Supplies	
Postage	284.00
Office Supplies - Other	670.02
Total Office Supplies	954.02
Physicals	860.00
Professional Services	6,350.00
Reimbursement	92.27
Security Alarm	845.00
Solar	4,691.94
Sponsorship	250.00
Telephone	
East Poestenkill	510.10
Main Station	680.62
Total Telephone	1,190.72
Training	2,460.18
Transfer to Memorial Fund	20,000.00
Transfer to Vehicle Replacemen	80,000.00
Uniforms	1,091.76
Water	132.11
Water Tax	365.13
Total Expense	329,692.43
Net Income	<u>33,904.77</u>



Robert H Finke & Sons
 1569 US Route 9W
 Selkirk, NY 12158
 USA
 518-767-9331 (Phone)

QUOTATION

Quote #	Quote Created	Last Updated	Salesperson
119800	January 8, 2021 11:13 AM by Robert H Finke & Sons	January 8, 2021 11:15 AM by Robert H Finke & Sons	Kyle Finke

CUSTOMER:	BILL TO:	SHIP TO:
POESTENKILL HIGHWAY DEPT 108 PLANK RD POESTENKILL, NY 12140 United States 5182834144 (Phone)	Robert H Finke & Sons 1569 US Route 9W Selkirk, NY 12158 USA 518-767-9331 (Phone) Don Flacco (Contact)	Robert H Finke & Sons 1569 US Route 9W Selkirk, NY 12158 USA 518-767-9331 (Phone) Don Flacco (Contact)

INTIMIDATOR 12XP (12" DRUM STYLE) BRUSH BANDIT

Qty	Part #	Description
1	MODEL-12XP	Intimidator 12XP - (12" Drum Style) Brush Bandit

STANDARD EQUIPMENT

Qty	Part #	Description
1	STANDARD	24" diameter x 18 3/4" wide chipper drum with (4) 5/8" x 5 1/2" x 9" dual edge knives
1	STANDARD	"Drum Shear Bar" spans full width of the drum mounted in the upper portion of the drum housing potentially creating a slicing action of a winch line or climber's rope
1	STANDARD	Patented 'power slot' assists in maximizing chip velocity. The power slot also provides a place for fine material to escape that might tend to lie in the belly of the drum.
1	STANDARD	25 gallon steel fuel tank with magnetic drain plug, lockable filler cap, and aluminum sight gauge
1	STANDARD	12 gallon steel hydraulic tank with magnetic drain plug, lockable filler cap, and aluminum sight gauge
1	STANDARD	Slide box feed system (includes adjustable spring on each side) with (2) horizontal feed wheels 7 1/2" diameter x 16 3/8" wide, driven by (2) 15.9 CID hydraulic motors.
1	STANDARD	Hydraulic lift cylinder - utilizes a hydraulic cylinder to raise or provide down pressure for the top feed wheel (controlled via a handle located on either side of the infeed hopper)
1	STANDARD	Bottom feed wheel clean out door (opens via spring latch pin allowing dirt and debris to fall out extending knife and component life)
1	STANDARD	360 degree HAND crank swivel discharge (height adjustable) with 12" adjustable chip deflector
1	STANDARD	Clean out and inspection door on discharge
1	STANDARD	29" high x 54" wide tapered infeed hopper with 30" fold down infeed hopper tray, heavy-duty taillight covers, and spring lift assists
1	STANDARD	(2) Last chance safety pull cables
1	STANDARD	Control bar - located around top and sides of infeed hopper with 3 control positions (forward / neutral / reverse)
1	STANDARD	Wooden pusher tool with mount on infeed hopper
1	STANDARD	3/16" x 2" x 4" rectangular tubing with a 1/4" x 3" x 6" tubular tongue
1	STANDARD	Frame / Fender supports
1	STANDARD	5/16" (G70) safety chains with spring loaded latch hooks
1	STANDARD	12 volt system with rubber mounted LED taillights, 6 prong replaceable coiled power cord & protected heavy-duty wiring with junction box, and LED clearance lights with reflectors.
1	STANDARD	Banded chipper drive belts (adjustable via a sliding engine system)
1	STANDARD	Pressure check kit - Gauge is NOT included
1	STANDARD	Weather resistant manual container
1	STANDARD	Engine disable plug for hood locking pin-preventing engine from operating without pin in place

1 STANDARD (1) weatherproof machine manual (includes safety, operation and parts sections) also (1) engine and clutch manual is included if applicable

1 STANDARD Spanish & English combination safety decals

PAINT

Qty	Part #	Description
1	333-32273	Standard imron industrial Urethane Bandit Yellow

ENGINE

Qty	Part #	Description
1	990-RC1579-163	Caterpillar C3.4, 74 horsepower engine without clutch - Tier 4 FINAL (Includes 2 year / 2,000 hour engine warranty)

CONTROL SYSTEM AND ENGINE INSTALLATION

Qty	Part #	Description
1	905-6000-45	Murphy PV380 panel with reversing auto feed for Cat 74 horsepower diesel engines (Includes 1,000 CCA battery with box) - Panel is mounted off of engine shroud in lockable composite cover

CLUTCH

Qty	Part #	Description
1	700-1000-12	NACD Spring Loaded Clutch

DRIVE SYSTEM

Qty	Part #	Description
1	990-1017-54	Standard frame and drive system included in base price

AXLE

Qty	Part #	Description
1	990-100447	Single 7,000 pound Torflex EZ lube electric brake axle

TIRES/RIMS

Qty	Part #	Description
1	990-1017-29	(2) ST235/80R 16" tires mounted on 8-bolt white spoke rims (Tire is approximately 9.43" wide, tire capacity is 3,520 pounds each) (7,000 pound axles only)

FENDER

Qty	Part #	Description
1	990-100415	Aluminum bolt on fenders (Approximately 1/8" thick)

HITCH

Qty	Part #	Description
1	990-100274	2-1/2" Wallace Forge Pintle Hitch

ADD-ON OPTIONS

Cone Holder

Qty	Part #	Description
1	OPTION-911-2001-	Hoop style cone holder (bolt on)

Fuel And Hydraulic Tanks

Qty	Part #	Description
1	OPTION-905-5000-	Gate valve for hydraulic tank

Tongue Jack

Qty	Part #	Description
1	OPTION-905-5000-	10,000 pound capacity tongue jack with spring return pad

Wiring

Qty	Part #	Description
1	OPTION-905-5000-	Option 7 Prong (Flat/RV Style) to 6 Prong Coiled Cord

CUSTOMER TOTALS

Customer Net Unit Price: \$ 48329.60

Customer Total: \$ 48329.60

SIGNATURE

The Buyer, whose name and address appears above, agrees to purchase from the Seller, whose name and address appears above, the above equipment at the prices stated and upon the terms and conditions of this agreement.

X

Signature

Date

TERMS AND CONDITIONS

1. Buyer agrees to grant Bandit Industries, Inc., a security interest in the equipment covered by this order unit said equipment is paid in full.
2. This is a shipment contract and the goods shall be delivered F.O.B. Bandit Industries, Inc., Remus, Michigan. The risk of loss of the goods shall pass to the buyer as the goods are tendered to the carrier.
3. In the event Buyer defaults in the payment of any amounts due hereunder immediately due and payable without notice or demand, and shall have all of the remedies of a secured party under the Uniform Commercial Code and any other applicable laws. Upon repossession of the equipment by Seller, any notices required to be given by Seller to Buyer with respect to the sale or other disposition. In the event of a default, Buyer agrees upon Seller's request to make the equipment available to the Seller at such place as Seller may designate.
4. The Buyer agrees to keep the above described property insured against loss or damage by fire, wind, theft and accident by an insurance company or companies is to be payable to the Seller as its interest may appear, and the policies to be delivered to and retained by the Seller until the purchase price is paid in full. Such insurance coverage shall begin when Seller tenders the goods to the carrier.
5. Any tax other governmental charge upon the production, sales, or shipment of the goods sold hereunder, now imposed, or hereafter becoming effective during the term of this agreement, shall be added to the price herein provided, and shall be paid by the Buyer to the Seller.
6. This shall become a binding contract and effective as of the date when, but not before, either:
 - (a) It has been accepted by the Seller at its executive office, or
 - (b) The equipment has been delivered to the Buyer with or without acceptance in writing. Notice of acceptance is hereby waived by the Purchaser. The Purchaser acknowledges receipt of a true and complete copy of its sales agreement.
7. Seller shall not be responsible for failure to ship according to the terms and conditions of this contract, where such failure is caused by any fires, strikes, labor difficulties, failure of carriers to furnish facilities or acts of carriers, or other causes beyond the control of Seller: Provided that when such failure does not exist Seller shall perform this contract within a reasonable time.
8. There are no understandings, agreements, or representations, express or implied including any recording, merchantability, or fitness for a particular purpose, not specified herein, respecting this contract or the equipment hereunder. The contract and warranty are intended by the parties as a final expression of their agreement and are intended as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even the accepting or acquiescing party had knowledge of the nature of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement the definition contained in the Code is to control.
9. No agent, employee or representative of the Seller has any authority to bind the Seller to any affirmation, representation or warranty concerning the goods sold under this agreement, and unless an affirmation, representation or warranty made by an agent, employee or representative is specifically included with this written agreement, it has not formed a part of the basis of this bargain and shall not in any way be enforceable by the Buyer.
10. This agreement can not be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.
11. This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform code as adopted by the State of Michigan as effective and in force on the date of this agreement.
12. The counterpart of this contract held by the Seller shall be considered the original and shall be the binding agreement in case of a variance in any particular between in and the signed copy.



Robert H Finke & Sons
 1569 US Route 9W
 Selkirk, NY 12158
 USA
 518-767-9331 (Phone)

Quote #	Quote Created	Last Updated	Salesperson
119804	January 8, 2021 11:36 AM by Robert H Finke & Sons	January 8, 2021 11:38 AM by Robert H Finke & Sons	Kyle Finke
CUSTOMER:		BILL TO:	SHIP TO:
POESTENKILL HIGHWAY DEPT 108 PLANK RD POESTENKILL, NY 12140 United States 5182834144 (Phone)		Robert H Finke & Sons 1569 US Route 9W Selkirk, NY 12158 USA 518-767-9331 (Phone) Don Fiacco (Contact)	Robert H Finke & Sons 1569 US Route 9W Selkirk, NY 12158 USA 518-767-9331 (Phone) Don Fiacco (Contact)

INTIMIDATOR 15XP (15" DRUM STYLE) BRUSH BANDIT

Qty	Part #	Description
1	MODEL-15XP	Intimidator 15XP - (15" Drum Style) Brush Bandit

STANDARD EQUIPMENT

Qty	Part #	Description
1	STANDARD	37" diameter x 18 3/4" wide drum with (4) 5/8" X 5 1/2" X 9" dual edge knives
1	STANDARD	"Drum Shear Bar" spans full width of the drum mounted in the upper portion of the drum housing potentially creating a slicing action of a winch line or climber's rope
1	STANDARD	Patented 'power slot' assists in maximizing chip velocity. The power slot also provides a place for fine material to escape that might tend to lie in the belly of the drum.
1	STANDARD	25 gallon steel fuel tank with magnetic drain plug, lockable filler cap, and aluminum sight gauge
1	STANDARD	12 gallon steel hydraulic tank with magnetic drain plug, lockable filler cap, and aluminum sight gauge
1	STANDARD	Slide box feed system (includes adjustable spring on each side) with (2) horizontal feed wheels 10 5/8" diameter x 18 3/4" wide, driven by (2) 32.3 CID hydraulic motors.
1	STANDARD	Hydraulic lift cylinder - utilizes a hydraulic cylinder to raise or provide down pressure for the top feed wheel (controlled via a handle located on either side of the infeed hopper)
1	STANDARD	Bottom feed wheel clean out door (opens via spring latch pin allowing dirt and debris to fall out extending knife and component life)
1	STANDARD	360 degree HAND crank swivel discharge (height adjustable) with 12" adjustable chip deflector
1	STANDARD	Clean out and inspection door on discharge
1	STANDARD	29" high x 54" wide tapered infeed hopper with 30" fold down infeed hopper tray, heavy-duty taillight covers, and spring lift assists
1	STANDARD	(2) Last chance safety pull cables
1	STANDARD	Control bar - located around top and sides of infeed hopper with 3 control positions (forward / neutral / reverse)
1	STANDARD	Wooden pusher tool with mount on infeed hopper
1	STANDARD	3/16" x 2" x 6" rectangular tubing with a 3/8" x 3" x 6" tubular tongue
1	STANDARD	Frame / Fender supports
1	STANDARD	Lockable aluminum toolbox
1	STANDARD	5/16" (G70) safety chains with spring loaded latch hooks
1	STANDARD	12 volt system with rubber mounted LED taillights, 6 prong replaceable coiled power cord & protected heavy-duty wiring with junction box, and LED clearance lights with reflectors.
1	STANDARD	Banded chipper drive belts (adjustable via a sliding engine system)
1	STANDARD	Pressure check kit - Gauge is NOT included
1	STANDARD	Weather resistant manual container

- 1 STANDARD Engine disable plug for hood locking pin-preventing engine from operating without pin in place
- 1 STANDARD (1) weatherproof machine manual (includes safety, operation and parts sections) also (1) engine and clutch manual is included if applicable
- 1 STANDARD Spanish & English combination safety decals

PAINT

Qty	Part #	Description
1	333-32273	Standard Imron Industrial Urethane Bandit Yellow

ENGINE

Qty	Part #	Description
1	990-RC1537-119	Caterpillar C3.4, 120 horsepower engine without clutch - Tier 4 FINAL (Includes 2 year / 2,000 hour engine warranty)

CONTROL SYSTEM AND ENGINE INSTALLATION

Qty	Part #	Description
1	700-6000-02	Murphy PV380 panel with reversing auto feed for Cat 120 horsepower diesel engines (Includes 1,000 CCA battery with box) (Includes enclosure by Bandit) - Panel is mounted off of engine shroud in lockable composite cover

CLUTCH

Qty	Part #	Description
1	700-1000-12	NACD Spring Loaded Clutch

DRIVE SYSTEM

Qty	Part #	Description
1	990-101035	Standard drive system for engine horsepower options up to 145 horsepower

AXLE

Qty	Part #	Description
1	990-1016-02	Single 10,000 pound Torflex axle with electric brakes (0 degree down trail) (Will be 4 1/2" shorter than 45 degree down trail) (Now 900-5910-70)

TIRES/RIMS

Qty	Part #	Description
1	990-100406	(2) 215/75R 17.5" tires mounted on 8-bolt heavy-duty gray rims (8,000 pound axles on up)

FENDER

Qty	Part #	Description
1	990-100415	Aluminum bolt on fenders (Approximately 1/8" thick)

HITCH

Qty	Part #	Description
1	990-100274	2-1/2" Wallace Forge Pintle Hitch

Cone Holder

Qty	Part #	Description
1	OPTION-911-2001-	Hoop style cone holder (bolt on)

Fuel And Hydraulic Tanks

Qty	Part #	Description
1	OPTION-915-5000-	Gate Valve for Hydraulic Tank

Tongue Jack

Qty	Part #	Description
1	OPTION-905-5000-	10,000 pound capacity tongue jack with spring return pad

Wiring

Qty	Part #	Description
-----	--------	-------------

1 **OPTION-905-5000-** Option 7 Prong (Flat/RV Style) to 6 Prong Coiled Cord

CUSTOMER TOTALS

Customer Net Unit Price: \$ 64209.20

Customer Total: \$ 64209.20

SIGNATURE

The Buyer, whose name and address appears above, agrees to purchase from the Seller, whose name and address appears above, the above equipment at the prices stated and upon the terms and conditions of this agreement.

X

Signature

Date

TERMS AND CONDITIONS

1. Buyer agrees to grant Bandit Industries, Inc., a security interest in the equipment covered by this order unit said equipment is paid in full.
2. This is a shipment contract and the goods shall be delivered F.O.B. Bandit Industries, Inc., Remus, Michigan. The risk of loss of the goods shall pass to the buyer as the goods are tendered to the carrier.
3. In the event Buyer defaults in the payment of any amounts due hereunder immediately due and payable without notice or demand, and shall have all of the remedies of a secured party under the Uniform Commercial Code and any other applicable laws. Upon repossession of the equipment by Seller, any notices required to be given by Seller to Buyer with respect to the sale or other disposition. In the event of a default, Buyer agrees upon Seller's request to make the equipment available to the Seller at such place as Seller may designate.
4. The Buyer agrees to keep the above described property insured against loss or damage by fire, wind, theft and accident by an insurance company or companies is to be payable to the Seller as its interest may appear, and the policies to be delivered to and retained by the Seller until the purchase price is paid in full. Such insurance coverage shall begin when Seller tenders the goods to the carrier.
5. Any tax other governmental charge upon the production, sales, or shipment of the goods sold hereunder, now imposed, or hereafter becoming effective during the term of this agreement, shall be added to the price herein provided, and shall be paid by the Buyer to the Seller.
6. This shall become a binding contract and effective as of the date when, but not before, either:
 - (a) It has been accepted by the Seller at its executive office, or
 - (b) The equipment has been delivered to the Buyer with or without acceptance in writing. Notice of acceptance is hereby waived by the Purchaser. The Purchaser acknowledges receipt of a true and complete copy of its sales agreement.
7. Seller shall not be responsible for failure to ship according to the terms and conditions of this contract, where such failure is caused by any fires, strikes, labor difficulties, failure of carriers to furnish facilities or acts of carriers, or other causes beyond the control of Seller: Provided that when such failure does not exist Seller shall perform this contract within a reasonable time.
8. There are no understandings, agreements, or representations, express or implied including any recording, merchantability, or fitness for a particular purpose, not specified herein, respecting this contract or the equipment hereunder. The contract and warranty are intended by the parties as a final expression of their agreement and are intended as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even the accepting or acquiescing party had knowledge of the nature of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement the definition contained in the Code is to control.
9. No agent, employee or representative of the Seller has any authority to bind the Seller to any affirmation, representation or warranty concerning the goods sold under this agreement, and unless an affirmation, representation or warranty made by an agent, employee or representative is specifically included with this written agreement, it has not formed a part of the basis of this bargain and shall not in any way be enforceable by the Buyer.
10. This agreement can not be modified or rescinded only by a writing signed by both of the parties or their duty authorized agents.
11. This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform code as adopted by the State of Michigan as effective and in force on the date of this agreement.
12. The counterpart of this contract held by the Seller shall be considered the original and shall be the binding agreement in case of a variance in any particular between in and the signed copy.



Planning Board

TOWN OF POESTENKILL

38 Davis Drive / P.O. Box 210

Poestenkill, NY 12140

(518) 283-5100 Phone

(518) 283-7550 Fax

MEMORANDUM

To: Poestenkill Town Board

From: Tom Russell, Chairmen
Planning Board

Re: 2021 Appointments

Date: January 7, 2021

The Planning Board requests that the Town Board appoint as follows:

- BURZESI*
1. Laura Bresinzi Member
 2. Victoria Spring Alternate

(Poestenkill Logo here)

Plan for Absentee ballots for Special Election

March 30, 2021

Any town resident who is unable to vote in person, on election day, Tuesday, March 30th at the Sullivan-Jones VFW on Veterans Street from noon to 8pm can request an absentee ballot.

REMINDER: Because election pertains to the potential creation of a new taxing district, all property owners in Poestenkill are illegible to vote.

Resident can request a ballot in-person at Town Hall beginning Monday, February 1st during regular business hours. The final day to request a ballot in-person is Friday, March 26th. Any residents requesting an in-person absentee ballot will be given a private area to complete the ballot and must return the completed ballot prior to leaving.

If a town resident is unable to cast an in-person ballot, they can request a mail-in ballot. Residents must complete a special election absentee ballot request and return it to Town Hall by Monday, March 15th.

All mail-in ballots must be received at Town Hall by Tuesday, March 30th.

Poestenkill Town Hall
Attn: Special Election
38 Davis Dr.
PO Box 210
Poestenkill, NY 12140

If you have any questions please contact us at [specialelections@poestenkillny.com](mailto:specialections@poestenkillny.com)
or 518-283-5100 ext. 103

FOR OFFICIAL USE ONLY:
Date issued:
BALLOTT REQUEST #: 01-000

(Poestenkill Logo Here)

Absentee Ballot Request Form
Special Election – Town of Poestenkill
Tuesday, March 30, 2021

Name: _____

Address: _____

Town (mailing address): _____

State: New York Zip Code: _____ DOB: _____

How long have you lived at this address? _____

What is the reason you will be out of town on Tuesday, March 30th and unable to vote in person?

I certify that I am a property owner and tax payer at the above address and that the information in this application is true and correct and that this application will be accepted for all purposes as the equivalent of an affidavit and, that if it contains a materially false statement, shall subject me to the same penalties as if I had been duly sworn.

Sign here: X _____ Date _____

If applicant is unable to sign because of illness, physical disability or inability to read, the following statement must be executed: By my mark, duly witnessed hereunder, I hereby state that I am unable to sign my application for an absentee ballot without assistance because I am unable to write by reason of my illness or physical disability or because I am unable to read. I have made, or have the assistance in making, my mark in lieu of my signature (no power of attorney or preprinted name stamps allowed)

Date ___/___/___ Name of Voter: _____ Mark: _____

I, the undersigned, hereby certify that the above-named voter affixed his or her mark to this application in my presence and I know him or her to be the person who affixed his or her mark to said application and understand that this statement will be accepted for all purposes as the equivalent of an affidavit and if it contains a materially false statement, shall subject me to the same penalties as if I had been duly sworn

Name of witness _____ Signature of Witness _____

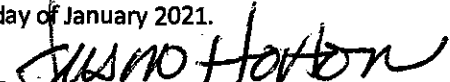
Address of witness _____

TOWN CLERK'S MONTHLY REPORT

Town of Poestenkill, New York

December 2020

To THE SUPERVISOR: Pursuant to Section 27, Subd. 1, of the Town Law, I hereby make the following statement of all fees and moneys received by me in connection with my office during the payment of

	Conservation Fees to the Town:	\$ 5.74
	Marriage License 1 @ \$ 7.50	\$ 7.50
	Marriage Certificate 1 @ \$10.00	\$ 10.00
A1255	Total Town Clerk Fees	\$ 23.24
A-2530	Bell Jar	\$ 20.00
A1289	Registrar	\$ 80.00
A2655	Minor Sales – Copies (certified copy) –	\$ 5.24
A2544	Local Fee for Dogs –	26.00
A2115	Planning Board Fees - \$ 436.40 ZBA Fees - \$ 87.64	\$ 524.04
A2555	Building Permits	\$ 284.00
A-2545	Peddlers Permit	\$
2110	Water Benefit Charge	\$
A2720	Water Meter Fee - \$275.00	
A2240	Misc. Water Charges -	
A2710	Water Permit Fee - \$40.00	
1001	Water Billing - \$8,427.81	
	TOTAL WATER CHARGES	\$ 8,742.81
	REVENUE TO SUPERVISOR	\$9,705.33
	Amount paid to State Comptroller for Games of Chance License	\$ 30.00
	Amount paid to DEC for Conservation Licenses	\$ 98.26
	Amount paid to AG & Markets for fee for unsprayed/unneutered Dog program	\$ 8.00
	Amount paid to State Health Dept. for Marriage Licenses	\$ 22.50
	TOTAL DISBURSED	\$ 158.76
	Keith Hammond, Town Supervisor	\$
	TOTAL AMOUNT RECEIVED BY CLERK	\$9,864.09
State of New York, County of Rensselaer, Town of Poestenkill, Susan Horton being duly sworn says that she is the Clerk of the Town of Poestenkill the foregoing is a full and true statement of all Fees and Moneys received by her during December. Fees the application and payment of which are otherwise provided by law subscribed and sworn to before me this 6th day of January 2021.		
		

TO: TOWN BOARD MEMBERS/SUPERVISOR HAMMOND
FROM: TOWN CLERK
RE: 2020 REVENUES AND DISBURSEMENTS IN THE CLERK'S OFFICE
DATE: JANUARY 11, 2021

TOTAL REVENUE FOR 2020		\$ 151,477.00
DISBURSEMENTS		
SUPERVISOR	\$ 19,652.46	
WATER MONIES FOR 2020 remitted To Supervisor	\$ 110,282.08	
Total remitted to Supervisor including Water monies	\$ 129,934.54	
NYS DEPT. OF ENCON	\$ 20,751.46	
NYS COMPTROLLER FOR BELL JAR LICENSES	\$ 30.00	
NYS HEALTH DEPT FOR SHARE OF MARRIAGE LICENSES	\$ 450.00	
NYS DEPT. OF AG& MARKETS FOR SPAYING/NEUTERING PROGRAM	\$ 311.00	
TOTAL DISBURSEMENTS:		\$ 151,477.00



Town of Poestenkill

Assessor's Office

P.O. Box 210 38 Davis Drive
Poestenkill, NY 12140
518-283-5100 Ext. 101

TO: POESTENKILL TOWN BOARD

FROM:  Betsy Pinho, Assessor

RE: Assessor's Report December 2020

Per Town Board Resolution #29-2020 adopted on 12/29/2020, all Aged-Senior Citizen and Disability renewal exemptions will be automatically renewed for the 2021 roll based on the resident's 2020 roll exemption percentage. We are in the process of notifying all impacted residents of the automatic renewal. As part of normal processing, exemptions are deleted for any deceased individuals.

All other exemption renewal applications (Agriculture, Clergy, and Non-Profit) will be processed as normal. We are encouraging residents to return their forms and documentation by mail. However, we will meet with residents by appointment only if necessary.

The County requested that we research parcels containing residential percentages to ensure that the percentages on file are still accurate. Residential percentages impact residential parcels that have a multiple residence classification or that contain a business. We continue to research these parcels.

The Assessor's Office continues to receive new deeds from the County as well as split/merger documents for processing. All other functions including the processing of building permits, responding to resident inquiries, and updating the Real Property System, continue as normal.

cc: Susan Horton, Town Clerk

Town of Poestenkill
Office of the Water Department
P.O. Box 210
Poestenkill, NY 12140

Memorandum

To: Town Supervisor- Keith Hammond
Town Board Members – June Butler, David Hass, Harold Van Slyke,
Eric Wohlleber (Deputy Town Supervisor)
Town Attorney – Jack Casey

From: Robert L. Brunet, P.E. - Water Manager / 811 Operations *RLB*

Date: January 13, 2021

RE: Monthly Activities (December-January)

OVERVIEW:

In both the Water and the 811 disciplines all our requirements were met or exceeded during this period without any major problem, only the periodic power loss due to the wind's effect on the power lines (2:12 AM on December 25th). However, there are two other potentially significant problems "on the horizon" which could effect the Town of Poestenkill in 2021. We are very proactive with these issues. The latest status of these two problems "NEW PFOA and PFAS MCL REQUIREMENTS" and the "PROPOSED NEW LEAD RESPONSIBILITIES" are discussed below.

PROBLEM #1- UPDATE ON PFOAs & PFASs:

In the 12/18/20 edition of the Albany Times Union article entitled "PFAS Levels May Impact COVID – 19" it stated, "Activists worry that toxic chemicals may worsen disease's effects". The Environmental Working Group researchers said PFAS chemicals are so ubiquitous that most Americans have some level of PFAS in their bloodstream.

In the 12/23 Albany Times Union the Editorial attacked the EPA for its' inaction (over a five-year period) and inability to enforce its' own advisory levels for PFAS. The article stated "While the U.S. Environmental Protection Agency has issued a health advisory level for PFAS in drinking water, it is unenforceable. There is no federal

enforceable maximum standard for PFAS in water supplies". My personal opinion is that the **EPA LAW IS ENFORCEABLE**, by fines and imposing additional legal governmental requirements. Now that NYS has adopted the 10 ppt requirement, we will see if this is "enforceable".

GOOD NEWS FOR POESTENKILL!!!!!!!!!! I talked to Rich Elder (RCDOH Director-Water) regarding Poestenkill's forward-going PFAS and PFOS testing responsibilities and the financial burdens which could be imposed upon us, pending the RCDOH position on Poestenkill testing. Richie told me that based upon our past testing history and upon our daily operations, that **POESTENKILL WILL NOT BE REQUIRED TO TEST FOR PFOAs, PFOSs, OR 1,4-dioxane at this time (likely for at least a year). This will save the Town a minimum of \$1250 periodic testing fees, beginning in January 2021.**

PROBLEM #2- UPDATE ON IMPENDING FEDERAL AND NEW YORK STATE MAXIMUM CONTAMINANT LEVELS (MCLs) FOR LEAD/COPPER AND THE TOWN'S RESPONSIBILITY AT THE RESIDENT'S HOME.

Since my last monthly report on the subject, the EPA has publicly finalized (on December 22, 2020) the first major update to the Lead/Copper Rule (LCR) in nearly 30 years. I was able to obtain a PREPUBLICATION VERSION OF THE NEW LEAD COPPER RULE from my contacts at the AWWA; the publication is 409 pages and is extremely detailed and will have an impact on Poestenkill's operations in 2021. At this point, my analysis concludes that our operations regarding **Copper will not be significantly affected**; however, our operations regarding **Lead will be greatly affected**. The entire testing procedure will be enhanced, will require significant new "intrusive" testing into the residents' homes, and will place the responsibility for "special actions" to identify and eliminate lead service lines on the Town. The old Rule specified an "action level" at 15 ppb, whereas the new LCR establishes a "Trigger Level" at 10ppb (even for non lead service line homes). The old Rule also allowed 48 months for corrective action, whereas the new Rule requires immediate attention after tests identify a lead problem. The new LCR specifies that new "Corrosion Control Actions" will be required and a new concept of "Target Homes" will be established, requiring a significant increase in testing and documentation by Poestenkill, generally at the resident's kitchen cold water tap . My overall analysis, at this time, is that the major impact on Poestenkill will be a significantly increased workload on our part in 2021, largely complex paperwork and testing. I think that the overall "real" health and cost implications to Poestenkill will initially be minimal. Older water systems such as Troy, Albany, Buffalo and New York City will be faced with major (and expensive) requirements to meet the spirit of the new LCR law. The EPA is establishing loans and grants to aid the cities. Next, the NYSDOH will pass its' requirements on to the RCDOH and these will then be given to us. Once I have fully comprehended the 409 pages of the law, I will be in a better position to evaluate our total involvement.

In the November 2020 report I discussed my opinion that the EPA's rules could possibly focus on having the Town (as owner of the Municipal Water System) replace portions of the resident's plumbing system, at the Town's expense; this greatly concerned me. In this EPA PRE-PUBLICATION VERSION OF THE LCR (Lead Copper Rule) on page 55 of 409 total pages it states "where the system does not own the entire LSL (Lead Service Line), the system shall notify the owner of the line that the system will replace the portion of the line that it owns and shall offer to replace the owner's portion of the line". Additionally, the EPA proposed to require water systems to replace the system-owned portion of a LSL after they were notified of a customer-initiated replacement of their portion. The EPA also proposed that galvanized service lines that are currently or were formerly downstream of a LSL (lead service line) be replaced as part of a water system's LSLR program. In my judgment, this type of mixing Town ownership and responsibility versus the Resident's ownership and responsibility is dangerous, because it could easily extend further into the resident's total plumbing system. Interestingly enough, the EPA states that "when service line ownership is divided between the system and the customer, water system actions can release lead from customer-owned pipes and cause subsequent customer lead exposure.--can result in a lead spike on the customer-owned portion from physical disturbance as well as lead release from galvanic corrosion." This physical disturbance can be nothing more than water pressure variations from pumps cycling off and on.

Further reinforcements of the reasons for my concerns are incorporated in numerous paragraphs throughout the 409-page report. For example, on page 75 it states "The Final rule does not include a requirement for water system to include pitcher filter tracking and maintenance plan because water systems will likely distribute the filter and all replacement cartridges simultaneously, making it unnecessary to track filter replacement schedules over time. The Final rule adds a new LSLR plan component for water systems to include a strategy for accommodating customers who wish to replace the LSL but are unable to pay the cost of replacing the portion of the LSL they own. Nothing in this provision obligates the water system to pay for replacement of a customer-owned LSL. EPA notes potential environmental Department of Justice concerns associated with full LSLR when the customer is expected to pay the entire cost to replace the customer-owned portion of the LSL. The EPA believes that these impacts can be mitigated by water systems developing a financial assistance strategy ahead of time."

In summary, while on one hand the EPA is listening to the DOJ (regarding the legal obligation of the water systems to pay for customer-owned portions of the water system), on the other hand the EPA is very strongly setting up rules on the system operators and also stating that the laws can be changed! Specifically, on page 65 it states "Moreover, the ownership status of LSL is not necessarily

static (e.g., it may change as a result of state law or regulations governing public utilities.)

I have absolutely no doubt that this issue will become increasingly important. I am carefully monitoring the situation and will keep you informed.

I have attached an EPA OVERVIEW of the new LCR, FYI.

WATER REPORT:

From an overall viewpoint everything is going quite well. Looking ahead I continue to stress that, in my opinion, and other than maintaining the safe quality of our water, the single most difficult and necessary challenge we have in 2021 is finding and repairing the leaks in our system. Our system component design makeup is a deterrent to finding leaks, relying on test equipment dependent upon acoustics or metallics. We have a mixture of DIP (ductile iron pipe), PVC or HDPE (plastics), and Copper in our system; this mixture of materials makes leak locating very challenging. As a matter of fact, the NYLD (New York Leak Detection) company wrote comments confirming this difficult situation when we discussed further leak locating efforts with them. We are also working with other industry "leak locating" experts and are exploring other cost-effective alternatives to purchasing the very expensive equipment. I calculate that if we can find and repair an estimated 4 to 6 leaks in our system we can conservatively save approximately \$ 33,000 annually of budget expenses. This is why we have been and continue to be so motivated in our leak detection efforts!

A Recurring problem: On Christmas at 2:12 AM I received a call on my cellphone stating, "Trouble at the pump station". I remotely (from home) queried our Tigerflow Computer and determined that the Pump Station had lost commercial power. We immediately went to the Pump Station and determined that the National Grid's power was off, tripping our VSDs, our large pumps, and ancillary equipment to the off condition. We implemented the necessary steps to ensure that no damage would occur to our equipment until commercial power was restored or until we made the decision to use our large generator. Before morning the power was restored and we performed the routine pump start up procedures, involving both large pumps, the VSDs (variable speed drives) and the rebooting of the Tigerflow Computer. During this "offline" period our customers were fed water by gravity from our Water Tank on Hinkle Road. We followed up twice, later on Christmas Day and ascertained that our total operation was working normally. Our residents were entirely unaware of the problem. Unfortunately, this situation occurs much too frequently, but we have become accustomed to it and are always prepared to respond properly. As discussed in my past monthly reports, the required key component of our restoral plan is the original call to my cell from the Automatic Calling Unit alerting me that "there is a problem at the Pump Station", and then our immediate response to the problem.

I completed the periodic total testing system re-calibration process on all of our coliform testing apparatus to verify accuracy. Everything is good.

INTERESTING “POESTENKILL DEVELOPED” PROCEDURE - FYI: In past reports I have referred to “gravity feed” providing our residents water during a power outage when our pumps are inoperative. You may find these calculations regarding gravity water flow to our system interesting. For every 2.31 feet of elevation difference from our tank the line water pressure is changed by 1 psi.

Using the Altitude App on my I-Phone, I have valued the tank elevation at 719’. Then, for example, determined that the elevation at the end of Snyders Corner Road had an elevation of 416’. Therefore, the elevation difference is 303’ (719’ minus 416’). The 303’ divided by 2.31 ft/psi equals 131 psi which exists at this location. I have performed this type calculation at the various locations throughout our system during our leak locating process. The following provides the calculated pressures throughout our system, even with a power failure:

<u>LOCATION</u>	<u>ELEVATION</u>	<u>CALCULATED PSI</u> <u>@ STREET LEVEL</u>
TANK	719’	
PUMP STATION	488’	100 PSI
END RT 355	554’	72 PSI
END RT 66	500’	95 PSI
END SNYDERS CORNER	416’	131 PSI
END PINE BOWL	475’	106 PSI
END PLANK RD	568’	66 PSI
END FURRY RD	425’	127 PSI

You can see that the street water pressure is significant, even during a power failure. By NYS law the maximum pressure permitted in a home is 60 psi and the pressure regulator in each home is factory preset at approximately 42 psi. So you can see that the home water pressure is satisfactory. Our 410,000 gallon tank will easily handle at least three days of gravity fed water to our customers, even without the use of our large emergency generator.

Utilizing this approach, we also developed one of our leak locating procedures. We have successfully used this technique to find leaks in our system, one example being at 12 Furry Road. Specifically, we measured the pressure at the hydrant at the “end of street” location at 120 psi, when it should have been about 127 psi, telling us that nearby pressure was being “bled off”, likely due to a leak. By then testing the nearby water lines we found a significant underground leak at the curbstop at 12 Furry Road. The owner

fixed the problem the next day and the pressure increased to just above 127 psi, the proper calculated pressure. The basic concept is that we know what the calculated pressure should be at each location. We then put our pressure gauge on a nearby hydrant and if the pressure varies then we look for leaks. I refer to the "end of street" meaning the end of a street within our Water District.

On January 4th I received a call from Frank on Walsh Lane at 3 pm informing me that there was a street valve on the corner of Rt. 355 and Walsh which was damaged by a snowplow. I thanked him very much for his call and informed him that I would attend to it immediately. By 5:30 PM the situation was repaired (the pipe cleaned of debris and a new valve box cover installed).

Also, on January 6th I received an email from David Lang of Dino Lisa Drive that a water main pipe access riser next to the fire hydrant was damaged (pulled out of the ground). We went to the site, met with David, and ascertained that there was no water leakage, but that the access pipe to the underground main shutoff valve was raised above ground level. We thanked David and performed the necessary repair work ourselves, thereby saving contractor repair expenses (approximately \$ 1,000 to \$1,500) in our budget. We very much appreciate these types of inputs from our residents and are conscientious in immediately responding to the situation and we always thank the resident; we have picked up numerous small leaks or potential leaks from these types of inputs.

TRAINING:

I have discussed our need for continued **leak detection** many times and as an educational aid I attended a free webinar on January 7th (by Eastcom Associates) entitled "**Underground Utility Locate Theory Overview**". This webinar focused on the latest "electromagnetic locating" techniques. On December 22nd I also attended the free Cornell Cooperative Extension sponsored training webinar on "**Certified Lead Renovator**" training. I have a "**Certified Lead Renovator**" EPA license. Additionally, I attended the free NoonPi webinar "**Why Projects Fail & What You Can Do About It**". In addition to these three subjects being critical to our ongoing operations, I received CEU hours for my **Grade C Water Operators License renewal, for my "Certified Lead Renovator" License, and for my NYS Professional License renewal.**

During this reporting period I also participated in other various free on-line webinar training sessions. These included a January 6th webinar "**Ethics, The Great Boston Molasses Flood**" sponsored by NoonPi and a January 12th webinar "**Innovative Solutions For Slope Challenges**" by Presto Geo Systems.

I also participated in the 12/10/20 free EPA Webinar "**HAZARD MITIGATION**" designed for "**Water Utilities**". Again, I received CEU training hours for each of these programs for the renewal of my **Grade C Water Operators License, for my Code**

Enforcement license, my Lead Renovator Certification, and for my NYS Professional Engineering License.

QUARTERLY RESIDENT METER READINGS:

On 12/9/20 we took the quarterly meter readings of the residents' water consumption and Sue Horton prepared and sent out the bills for payment. Since this is the first time we have taken these readings, which included the new vintage of meters installed, I am delighted to report that the entire process went very well. Our follow-up computer analysis allowed us to help several homeowners who had slight leaks due to leaky toilets and one resident who had a defective pressure regulator, resulting in high pressure readings and erratic usage readings in his home system; he replaced the defective pressure regulator valve and the pressure gauge the next day and all is well.

RESIDENT ISSUES AND REQUESTS THIS PERIOD:

We handled a number of customer "excessive water usage" problems and the associated billing issues; Most issues were positively resolved, and most of the residents paid their outstanding bills, with certain exceptions which we are "working" on.

You may recall that we had a difficult issue at 64 Snyders Corner Road, in which the owner had passed away and the home was illegally occupied by a "squatter" and our hands were tied regarding collecting the outstanding bill; we also could not legally turn off the water, even though the new owner requested the "shut-off" verbally and in writing. This was a frustration! The "squatter" recently passed away and we have been working with the proper individuals and organizations and we have now legally turned off the water, thereby honoring the owner's request and also saving the Town "lost revenues". It is my understanding that the home will now be sold or taken over by the bank. There are indications that the building will be torn down and a new home will be constructed.

I also want to mention that, as a result of our analysis of our quarterly billing report for each of our residents' quarterly water consumption we frequently identify excessive water usage on a resident line, thereby indicating a water leak at the resident's premises. Our detailed analysis capability has been very successful in alerting residents to toilet leaks and other leakages and problems in their home water system. We work with the resident to be helpful in fixing the problem and saving money, where possible, rather than just telling the homeowner--"you have to call a plumber". FYI, according to the Master Meter Inc. publication entitled "SMALL LEAKS BIG LOSSES" a 1/32" toilet leak will cause a monthly water loss of 6,000 gallons of water at a cost to the resident of \$ 30 per month! A 1/16" toilet leak will cause a monthly water loss of 25,000 gallons at a monthly cost to the resident of \$ 125.

We have also been working with other Town organizations regarding other potential Town Code violations and other issues involving the EPA, FEMA, DEC, the Army Corp of Engineers, and the various Town Boards. Some specific items are the SWPPP (Stormwater Pollution Prevention Plan), the Stormwater Management Design Manual requirements and important related issues, Keyhole Lots – Setback requirements, Lot line adjustment issues, Drainage District Law (111), Water district Law (220), Subdivision issues, Local Law updating, and other special situations. Also worked with the FEMA representative from Washington on updating Poestenkill Flood Zone information. Importantly, we also keep in close contact with adjacent towns' water operations to stay on top of upcoming potential problems which could affect Poestenkill.

Due to periodic problems with the LMI system, it's two pumps and other various system components, we rebuilt the entire Chlorine Injection System during this reporting period. All is now operating well. FYI, this system requires daily maintenance which we perform.

STATUS OF SPECIFIC ROUTINE WATER OPERATIONAL FUNCTIONS:

We are working with several contractors regarding new water service line installation requirements. These work functions include permit issuance, discussing our technical equipment requirements with the contractor, providing the necessary equipment to the owner, and performing the required inspections at each location to insure proper excavation depth, proper "rough" underground plumbing, the required 15 minute 100 psi static water pressure test, line flushing, and the Final Inspection required to insure that all Town and NYS installation requirements have been met. We then finalize the installations by formalizing the account information into our data bases for record and billing operations.

On Sunday, 12/20/20 we replaced a cracked PVC pipe in the chlorine feed line from the LMI pumps to the high-pressure outlet pipe, before it became service effecting.

We have also, during this period, performed the same functions (as stated above for contractors) for six of our residents who were planning to perform the water service line installations themselves (11 Weatherwax, 70 Weatherwax, 6 Fox Hen Drive, 849 RT.351, 15 Pine bowl Road, and Blue Heron Way). Over time we have helped many residents who have performed their own installations, and this has saved them many dollars and we have not had any difficulty with the installations, the most recent completions being 11 Weatherwax Road and 70 Weatherwax Road and 6 Fox Hen Drive.

We performed the periodic inspections of our water tank on Hinkle Road, both the tank and the exterior area; all is well.

We have mentioned pump station "cycling" in past reports. Due to recent non-standard cycling patterns, we spent considerable time and efforts this period working on this operation. Recently, we again completed our periodic "pump cycling tests" and routine maintenance work (pumps on and off, and transferring operations from pump #1

to pump #2, etc.). I am pleased to report that our overall system is presently working well and that the proper "cycling" of our two main pumps is also performing very well, as is the Tigerflow computer control system. Unconnected with our earlier comments regarding the type of chemical pump used, this function is entirely controlled by the Tigerflow computer and is necessary with any type of pump used. This is an ongoing maintenance effort.

We picked up required items from Tremont for the Water District operations.

Performed daily (24/7 - both physically and remotely) overall inspections of the Pump Station to ensure operational performance. I periodically remotely (via phone) call the ACU at the pump station to monitor the station's performance. Our "**PREVENTIVE MAINTENANCE**" controls are much more desirable than having to repair the problem after it has caused a service interruption.

Documented the periodic high and low meter readings at the underground metering vault pits (at Creek Road and Spring Avenue Extension) to be used in evaluating our water supply, usage, and leakage. These readings represent the volume of water supplied from Troy and Brunswick and are used in conjunction with other readings taken throughout the water system to identify problems and also to substantiate the billing which we receive from Troy and Brunswick every six months.

Our main operational focus, as mentioned earlier, is the **quality and safety** of the water supplied to our residents. I am happy to report that all our test results during these last two months were returned from the labs (with a copy automatically sent to the RCDOH) and all were satisfactory.

We have been working on our "record maintenance" efforts to keep up with the changes necessary to the Water System records because of the new vintage meters and the computer programs newly introduced in 2020. Until recently, we have been using our older inventory of meters. Now we are now exclusively using the new meters and I should mention, FYI, that the new meters require a different "initial "set up" procedure by us prior to being placed in service. This includes "magnetizing" the antenna module, verifying the unit's internal wiring (using the new handheld Mueller Mi. Net unit), and taking an initial reading.

As a preventive measure we periodically test the LMI automatic pump transfer system at the Pump Station for "automatic tank transfers" between tanks when liquid runs out in each tank. This involves determining the trouble locations and repairing the clogged piping, the line pickup "foot valves" and screens, and the transfer switch between the tank and the 6" high pressure injection line. This action was a follow-up to the repairs we recently made to the system to insure proper system component operation. All tests were OK.

Performed required NYSDOH functions for our system; for example, take daily (7 days per week) water pumping volume data at the Pump Station, add chlorine as required, and test water samples at Town Hall. This daily test measures "Free Chlorine Residual At Entry Pt." and measures the Chlorine level as a deterrent to E-coli. This 7 days per

week information is then entered into the NYSDOH 360 REPORT daily, which is submitted to the RCDOH and the NYSDOH each month, along with the monthly Laboratory test results report.

We took the required NYSDOH and RCDOH monthly test samples for Coliform at Town for December and January. We also took the required **4th quarter 2020** THM (Trihalomethanes) and HAA5 (Haloacetic Acid) tests at Town Hall and at the Poestenkill Fire Company. We then completed the "chain of custody" paperwork, and then delivered the test samples, on ice, to the laboratory for testing. These quarterly tests were returned from the Capitol Region Environmental Laboratory and were all satisfactory. They are the most critical tests of the year because they are averaged with our other quarterly test results to provide the final yearly results for our **Annual Water Quality Report** which will be prepared and published in March 2021. **All test results were satisfactory.** These AWQRs are essential and, FYI, a nearby town just received a notice of a \$37,000 fine because they did not file their 2019 AWQR or perform their required notification functions. We have faithfully fulfilled our obligations regarding this report and the required associated notifications, and we have never had a problem or been "cited" for a deficiency.

We also took the required **1st quarter of 2021** THM (Trihalomethanes) and HAA5 (Haloacetic Acid) tests at Town Hall and at the Poestenkill Fire Company on January 5th. We completed the "chain of custody" paperwork, and then delivered the test samples, on ice, to the laboratory for testing.

Cleaned various Valve Piping components at the Pump Station; this is an area requiring continuous routine maintenance and is critical to the proper chlorination process. The chlorination process, by its very nature, causes solidified calcium blockages in the lines and at discontinuity points in the system which must be periodically cleared, usually with CLR, and occasionally by component replacement. There are many potential trouble spots in the system which, when partially clogged, will reduce the LMI pump output efficiency and will affect the daily Chlorine Residual test results taken by us and submitted monthly to the RCDOH and NYSDOH. This is a continuously required operation.

We picked up 20 gallons of 12.5% sodium hypochlorite from Agway for daily use at the pump station in the chlorination process.

Performed miscellaneous maintenance functions at Town Hall such as working on the main heating system at Town Hall, mounting the mail drop box, bulb replacements, switch and fixture repair, etc. We are happy to help with these types of problems when we can.

We performed calibration routines at the Tigerflow station to insure proper functioning of the many functions which the Tigerflow System controls, such as the main pumps "cycling" and alternation, LMI pumps start/stop and alternation, continuously documenting the pump station specific operations (27/7), etc. This Tigerflow computer is extremely complex and "sensitive" and requires continual attention--we monitor it daily

(7 days per week) and periodically remotely access the computer to insure proper operation. I also want to inform you that if there is a problem at the pump station (low suction pressure alarms, power alarm, improper LMI system operation, loss of main pump efficiency, etc.) that we have programmed the Tigerflow computer to call me on my cell (24/7). Since I can be at the pump station from home in a matter of minutes this alarm system has helped us many times, particularly when we lose commercial power or when Brunswick or Troy has a water main break (low suction incoming pressure alarm).

We performed the monthly maintenance functions on the large emergency generator located at the pump station; some of these functions involve running the generator for a period, exercising the batteries, and checking the output voltages for accuracy. We also performed the monthly operational tests on the portable 5 KW generator used for field emergency issues. Both generators are presently functioning well and are ready, should we need them. One item which we are considering is the modification of the 5KW generator from gas to propane. This conversation is inexpensive and may well provide operational improvements, particularly during winter months. We will likely schedule this modification for the spring.

Prepared and submitted required NYSDOH Monthly 360 Report and Lab reports to the RCDOH. **All our Town tests and the Laboratory test results for the month were satisfactory. We just completed our 4th quarter (required by the NYSDOH) tests for THMs (Total Trihalomethanes) and HAA5 (Total Haloacetic Acids). These are the most critical tests of the year because they are key components of our Annual Water Quality Report for 2020, to be published in March, 2021. These tests were taken at The Town Hall and also at the Fire Company, as directed by the RCDOH. I am pleased to inform you that our test results were significantly better than the MCL requirement. Our THMs tested at 62.3 ppm compared to the MCL of 80.0 ppm and our HAA5 tested at 14.4 ppm compared to a MCL REQUIREMENT OF 60 ppm.**

811 REPORT:

From an overall viewpoint everything continues to go quite well. All 811 Dig Safe daily requests (tickets) were received and responded to appropriately and in a timely fashion. Due to the seasonality aspects of construction I expect the work volume to decrease until the spring. Additionally, we receive periodic audits and each has been excellent, with no late responses on our part.

The 811 tickets are initially generated by homeowners, utility companies, and by individual contractors. On each of these tickets I receive, mostly "ROUTINE" and some "EMERGENCY", I pull the respective Plats for the section of our water system. I next

check our water records to determine if the location is connected to our system, and if so, what the routing of the service line is. I then call or meet with the Field Contact, discuss what they are planning to do. I visit the location and then I provide the details of our water system (and culvert pipe info) to the contractor, mark out the pipe locations when appropriate, and exchange telephone numbers with him and ask to be kept informed if he changes the schedule. This process must be completed within 48 clock hours or the Town would be fined and held accountable by the 811 organization in Syracuse. I then follow up (visit the work location) when the job is progressing to ensure that no problems occur.

Normally, our 811 mark out requests are straight forward, and we can accomplish our work. During this period, I had one very difficult 811 ticket for #2 Lochvue Drive. The contractor was constructing a new home and the curbstop was originally installed by the developer. Unfortunately, the curbstop could not be located and after numerous attempts, the contractor told me that the location was not built according to the elevations specified in the original approved plan and that he had made elevation changes when grading. This is the first time that this situation has occurred, and I worked with the contractor in helping him to solve the problem.

We receive and must respond to the daily "Dig Safely Audits" (seven days/week) and we have continually met all our obligations. We also receive daily NYS DIG SAFELY tickets and other reports, verify accuracy, and respond as required.

For your information, the following 811 Mark-out Requests exemplify the types of requests which we receive: Gas Main repair, Swimming Pools, Burying Cables, a Foundation Wall, Replacing a Driveway, New Water Services , Install Utility Poles - routine, Emergency Pole Replacement Callouts, Water Collection / Grading, Installing Signs, Soil Borings, Installing Fences, Septic System Perc tests, landscaping, trench, Digging porch footings, Surveying work, Stump removal, Geothermal Boring.

The New Lead and Copper Rule

On December 22, 2020, U.S. Environmental Protection Agency (EPA) finalized the first major update to the Lead and Copper Rule (LCR) in nearly 30 years. EPA's new rule strengthens every aspect of the LCR to better protect children and communities from the risks of lead exposure. The new LCR will **better protect children** at elementary schools and child care facilities, **get the lead out** of our nation's drinking water, and **empower communities** through information.



Better Protecting Children at Elementary Schools and Child Care Facilities

Children spend a large amount of time in elementary schools and child care facilities and lead in the internal plumbing of these facilities can pose a risk to children's health. For the first time, the new Lead and Copper Rule requires that community water systems test for lead in drinking water in elementary schools and child care facilities that they serve. The old rule had no federal requirement for community water systems to test for lead in drinking water in these buildings. This common sense and critical improvement ensures that children—who are at increased risk from lead exposure—are protected where they spend a significant amount of time learning and playing. The water system is also required to provide timely results along with information about the actions the elementary school or child care facility can take to reduce lead in drinking water.

In older homes and buildings, lead can leach from service lines, solder, and fixtures into tap water and become a significant source of lead exposure. In children, lead exposure can cause irreversible and life-long health effects, including decreasing IQ, focus, and academic achievement. EPA's new Lead and Copper Rule strengthens regulatory requirements to better protect children and communities from lead in drinking water.

Getting the Lead Out

EPA's new rule uses science-based testing protocols to find more sources of lead in drinking water. The new rule also triggers actions to address lead earlier in more communities and reduces lead by more effectively managing corrosion control treatment, closing loopholes, and replacing more lead service lines in their entirety.

Better Science, Better Testing

The old rule enabled sampling techniques that could underestimate lead in drinking water. Based on better science, the new LCR requires water systems to follow new, improved tap sampling procedures that will better locate elevated levels of lead in drinking water. One key improvement in testing protocols is the new "fifth liter" sampling requirement, which captures lead that can enter drinking water from a lead service line (LSL)—a lead pipe that connects tap-water service between a water main and house or building. Under the new rule, a sampler must draw four liters of water before collecting a test sample so that the water is more likely to come from the lead service line and not the internal plumbing of a building. To get the most accurate test results, the rule also requires wide-mouth bottles for collecting samples and prohibits sampling instructions that recommend flushing and cleaning or removing the screen (called an aerator) that covers the

faucet before collecting samples. Additionally, to target homes with the highest potential for elevated lead levels, systems must collect samples at homes with lead service lines. If there are no LSLs, systems must collect samples from other leaded plumbing. When an individual sample at a home exceeds 15 ppb, systems must conduct follow-up sampling as part of a find-and-fix process to identify sources of lead and actions to reduce lead in the drinking water.

Triggering Actions to Reduce Lead Exposure Earlier and in More Communities

The new LCR jumpstarts corrosion control and actions to replace lead service lines—the primary sources of lead in drinking water—in more communities across the country. Because lead can corrode (or leach) from leaded plumbing as water flows through it, systems that take steps to control that corrosion or remove lead service lines can reduce the amount of lead that makes it into the drinking water supply. The rule establishes a new threshold of 10 ppb, that when exceeded, requires more and rapid implementation of corrosion control treatment to reduce lead in drinking water. The old rule allowed up to 48 months—four years—to pass in our small towns after a system exceeded the 15 ppb action level before corrosion control was in place. The new rule's trigger level requires systems that already have corrosion control to re-optimize their treatment. It also requires systems that do not have corrosion control to conduct a corrosion control study to identify the best treatment approach. If that system exceeds the action level in the future, the system must install the treatment it identified in its study right away. The 10 ppb trigger level also requires systems to start lead service line replacement programs.

Closing Loopholes and Replacing More Lead Service Lines in Their Entirety

The new LCR will drive more instances where lead service lines are replaced in their entirety. The old rule created so many loopholes that since 1991—over nearly 30 years—only 1 percent of utilities actually replaced lead pipes as a result of an action level exceedance. Under the new rule, water systems will be required to fully replace at least 3 percent of lead service lines each year when 10 percent of sampling results are above 15 ppb. The new rule's real 3 percent replacement rate will do more to remove lead service lines than the old rule's unmet 7 percent rate by propelling early action, closing loopholes, and strengthening replacement requirements. Under the new rule, systems:

- Must have a plan in place and must start replacing lines as soon as sample results are above the trigger or action level.
- Cannot avoid replacing lead service lines through testing.
- Are required to replace the water system-owned portion of a lead service line when a customer chooses to replace their customer-owned portion of the line.

Additionally, partial lead service line replacements, which can lead to short term spikes in lead concentrations, will not meet the new requirements. Under the old rule, partial service line replacements were allowed and were common.

Empowering Communities

In order for individuals, communities, water systems, and local governments to effectively take action to reduce lead in drinking water, they need to know where lead service lines are and what resources are available to help address lead in drinking water. The new Lead and Copper Rule builds the information infrastructure needed to empower these decisions.

Public Inventory of Lead Service Lines

Under the new rule, water systems are required to identify and make public the locations of lead service lines, following the example of many cities across the country who have proactively taken this step. By providing thorough and transparent information on where lead service lines exist, communities can make informed decisions to reduce lead exposure. Additionally, residents with a known or potential lead service line will be notified and receive information about steps that they can take to reduce their exposure to lead in drinking water.

Timely Testing Notifications and Lead Reduction Options for Homeowners

If a sample taken from a home has a result over 15 ppb of lead, the water system must notify occupants of the home within three days, so that steps to reduce lead exposure can be taken immediately. Notification of tap sample results under 15 ppb will occur within 30 days. If there is a systemwide action level exceedance, water systems will notify all customers within 24 hours and provide educational materials within 60 days. Water systems will also notify homeowners and building owners about opportunities to replace lead service lines, including information about financial assistance programs, if available, to help pay for replacing the customer-owned side of the line.

Information on Funding Resources to Support Lead Service Line Replacement

To help communities as they make decisions about funding, EPA has compiled information about federal funding, case studies, and other additional resources to assist states, local and tribal governments, and water utilities. These options include EPA's Drinking Water State Revolving Loan Fund, the Water Infrastructure Improvements for the Nation Act (WIIN) Grant, Water Infrastructure Finance and Innovation Act (WIFIA) financing program, as well as the Housing and Urban Development's (HUD) Community Development Block Grants. For a list of funding opportunities and for additional information on how to apply for and meet the funding requirements please visit: www.epa.gov/safewater/pipereplacement.

For more information on the new Lead and Copper Rule visit:

<https://www.epa.gov/ground-water-and-drinking-water/final-revisions-lead-and-copper-rule>

Town of Poestenkill
Office of the Water Department
P.O. Box 210
Poestenkill, NY 12140

Memorandum

To: Town Supervisor- Keith Hammond
Town Board Members – June Butler, David Hass, Harold Van Slyke,
Eric Wohlleber (Deputy Town Supervisor)
Town Attorney – Jack Casey

From: Robert L. Brunet, P.E. - Water Manager / 811 Operations *RLB*

Date: January 13, 2021

RE: Monthly Activities (December-January)

OVERVIEW:

In both the Water and the 811 disciplines all our requirements were met or exceeded during this period without any major problem, only the periodic power loss due to the wind's effect on the power lines (2:12 AM on December 25th). However, there are two other potentially significant problems "on the horizon" which could effect the Town of Poestenkill in 2021. We are very proactive with these issues. The latest status of these two problems "NEW PFOA and PFAS MCL REQUIREMENTS" and the "PROPOSED NEW LEAD RESPONSIBILITIES" are discussed below.

PROBLEM #1- UPDATE ON PFOAs & PFASs:

In the 12/18/20 edition of the Albany Times Union article entitled "**PFAS Levels May Impact COVID – 19**" it stated, "Activists worry that toxic chemicals may worsen disease's effects". The Environmental Working Group researchers said PFAS chemicals are so ubiquitous that most Americans have some level of PFAS in their bloodstream.

In the 12/23 Albany Times Union the Editorial attacked the EPA for its' inaction (over a five-year period) and inability to enforce its' own advisory levels for PFAS. The article stated "While the U.S. Environmental Protection Agency has issued a health advisory level for PFAS in drinking water, it is unenforceable. There is no federal

enforceable maximum standard for PFAS in water supplies". My personal opinion is that the **EPA LAW IS ENFORCEABLE**, by fines and imposing additional legal governmental requirements. Now that NYS has adopted the 10 ppt requirement, we will see if this is "enforceable".

GOOD NEWS FOR POESTENKILL!!!!!!! I talked to Rich Elder (RCDOH Director-Water) regarding Poestenkill's forward-going PFAS and PFOS testing responsibilities and the financial burdens which could be imposed upon us, pending the RCDOH position on Poestenkill testing. Richie told me that based upon our past testing history and upon our daily operations, that **POESTENKILL WILL NOT BE REQUIRED TO TEST FOR PFOAs, PFOSs, OR 1,4-dioxane at this time (likely for at least a year). This will save the Town a minimum of \$1250 periodic testing fees, beginning in January 2021.**

PROBLEM #2- UPDATE ON IMPENDING FEDERAL AND NEW YORK STATE MAXIMUM CONTAMINANT LEVELS (MCLs) FOR LEAD/COPPER AND THE TOWN'S RESPONSIBILITY AT THE RESIDENT'S HOME.

Since my last monthly report on the subject, the EPA has publicly finalized (on December 22, 2020) the first major update to the Lead/Copper Rule (LCR) in nearly 30 years. I was able to obtain a PREPUBLICATION VERSION OF THE NEW LEAD COPPER RULE from my contacts at the AWWA; the publication is 409 pages and is extremely detailed and will have an impact on Poestenkill's operations in 2021. At this point, my analysis concludes that our operations regarding **Copper will not be significantly affected**; however, our operations regarding **Lead will be greatly affected**. The entire testing procedure will be enhanced, will require significant new "intrusive" testing into the residents' homes, and will place the responsibility for "special actions" to identify and eliminate lead service lines on the Town. The old Rule specified an "action level" at 15 ppb, whereas the new LCR establishes a "Trigger Level" at 10ppb (even for non lead service line homes). The old Rule also allowed 48 months for corrective action, whereas the new Rule requires immediate attention after tests identify a lead problem. The new LCR specifies that new "Corrosion Control Actions" will be required and a new concept of "Target Homes" will be established, requiring a significant increase in testing and documentation by Poestenkill, generally at the resident's kitchen cold water tap . My overall analysis, at this time, is that the major impact on Poestenkill will be a significantly increased workload on our part in 2021, largely complex paperwork and testing. I think that the overall "real" health and cost implications to Poestenkill will initially be minimal. Older water systems such as Troy, Albany, Buffalo and New York City will be faced with major (and expensive) requirements to meet the spirit of the new LCR law. The EPA is establishing loans and grants to aid the cities. Next, the NYSDOH will pass its' requirements on to the RCDOH and these will then be given to us. Once I have fully comprehended the 409 pages of the law, I will be in a better position to evaluate our total involvement.

In the November 2020 report I discussed my opinion that the EPA's rules could possibly focus on having the Town (as owner of the Municipal Water System) replace portions of the resident's plumbing system, at the Town's expense; this greatly concerned me. In this EPA PRE-PUBLICATION VERSION OF THE LCR (Lead Copper Rule) on page 55 of 409 total pages it states "where the system does not own the entire LSL (Lead Service Line), the system shall notify the owner of the line that the system will replace the portion of the line that it owns and shall offer to replace the owner's portion of the line". Additionally, the EPA proposed to require water systems to replace the system-owned portion of a LSL after they were notified of a customer-initiated replacement of their portion. The EPA also proposed that galvanized service lines that are currently or were formerly downstream of a LSL (lead service line) be replaced as part of a water system's LSLR program. In my judgment, this type of mixing Town ownership and responsibility versus the Resident's ownership and responsibility is dangerous, because it could easily extend further into the resident's total plumbing system. Interestingly enough, the EPA states that "when service line ownership is divided between the system and the customer, water system actions can release lead from customer-owned pipes and cause subsequent customer lead exposure.---can result in a lead spike on the customer-owned portion from physical disturbance as well as lead release from galvanic corrosion." This physical disturbance can be nothing more than water pressure variations from pumps cycling off and on.

Further reinforcements of the reasons for my concerns are incorporated in numerous paragraphs throughout the 409-page report. For example, on page 75 it states "The Final rule does not include a requirement for water system to include pitcher filter tracking and maintenance plan because water systems will likely distribute the filter and all replacement cartridges simultaneously, making it unnecessary to track filter replacement schedules over time. The Final rule adds a new LSLR plan component for water systems to include a strategy for accommodating customers who wish to replace the LSL but are unable to pay the cost of replacing the portion of the LSL they own. Nothing in this provision obligates the water system to pay for replacement of a customer-owned LSL. EPA notes potential environmental Department of Justice concerns associated with full LSLR when the customer is expected to pay the entire cost to replace the customer-owned portion of the LSL. The EPA believes that these impacts can be mitigated by water systems developing a financial assistance strategy ahead of time."

In summary, while on one hand the EPA is listening to the DOJ (regarding the legal obligation of the water systems to pay for customer-owned portions of the water system), on the other hand the EPA is very strongly setting up rules on the system operators and also stating that the laws can be changed! Specifically, on page 65 it states "Moreover, the ownership status of LSL is not necessarily

static (e.g., it may change as a result of state law or regulations governing public utilities.)

I have absolutely no doubt that this issue will become increasingly important. I am carefully monitoring the situation and will keep you informed.

I have attached an EPA OVERVIEW of the new LCR, FYI.

WATER REPORT:

From an overall viewpoint everything is going quite well. Looking ahead I continue to stress that, in my opinion, and other than maintaining the safe quality of our water, the single most difficult and necessary challenge we have in 2021 is finding and repairing the leaks in our system. Our system component design makeup is a deterrent to finding leaks, relying on test equipment dependent upon acoustics or metallics. We have a mixture of DIP (ductile iron pipe), PVC or HDPE (plastics), and Copper in our system; this mixture of materials makes leak locating very challenging. As a matter of fact, the NYLD (New York Leak Detection) company wrote comments confirming this difficult situation when we discussed further leak locating efforts with them. We are also working with other industry "leak locating" experts and are exploring other cost-effective alternatives to purchasing the very expensive equipment. I calculate that if we can find and repair an estimated 4 to 6 leaks in our system we can conservatively save approximately \$ 33,000 annually of budget expenses. This is why we have been and continue to be so motivated in our leak detection efforts!

A Recurring problem: On Christmas at 2:12 AM I received a call on my cellphone stating, "Trouble at the pump station". I remotely (from home) queried our Tigerflow Computer and determined that the Pump Station had lost commercial power. We immediately went to the Pump Station and determined that the National Grid's power was off, tripping our VSDs, our large pumps, and ancillary equipment to the off condition. We implemented the necessary steps to ensure that no damage would occur to our equipment until commercial power was restored or until we made the decision to use our large generator. Before morning the power was restored and we performed the routine pump start up procedures, involving both large pumps, the VSDs (variable speed drives) and the rebooting of the Tigerflow Computer. During this "offline" period our customers were fed water by gravity from our Water Tank on Hinkle Road. We followed up twice, later on Christmas Day and ascertained that our total operation was working normally. Our residents were entirely unaware of the problem. Unfortunately, this situation occurs much too frequently, but we have become accustomed to it and are always prepared to respond properly. As discussed in my past monthly reports, the required key component of our restoral plan is the original call to my cell from the Automatic Calling Unit alerting me that "there is a problem at the Pump Station", and then our immediate response to the problem.

I completed the periodic total testing system re-calibration process on all of our coliform testing apparatus to verify accuracy. Everything is good.

INTERESTING “POESTENKILL DEVELOPED” PROCEDURE - FYI: In past reports I have referred to “gravity feed” providing our residents water during a power outage when our pumps are inoperative. You may find these calculations regarding gravity water flow to our system interesting. For every 2.31 feet of elevation difference from our tank the line water pressure is changed by 1 psi.

Using the Altitude App on my I-Phone, I have valued the tank elevation at 719'. Then, for example, determined that the elevation at the end of Snyders Corner Road had an elevation of 416'. Therefore, the elevation difference is 303' (719' minus 416'). The 303'divided by 2.31 ft/psi equals 131 psi which exists at this location. I have performed this type calculation at the various locations throughout our system during our leak locating process. The following provides the calculated pressures throughout our system, even with a power failure:

<u>LOCATION</u>	<u>ELEVATION</u>	<u>CALCULATED PSI</u> <u>@ STREET LEVEL</u>
TANK	719'	
PUMP STATION	488'	100 PSI
END RT 355	554'	72 PSI
END RT 66	500'	95 PSI
END SNYDERS CORNER	416'	131 PSI
END PINE BOWL	475'	106 PSI
END PLANK RD	568'	66 PSI
END FURRY RD	425'	127 PSI

You can see that the street water pressure is significant, even during a power failure. By NYS law the maximum pressure permitted in a home is 60 psi and the pressure regulator in each home is factory preset at approximately 42 psi. So you can see that the home water pressure is satisfactory. Our 410,000 gallon tank will easily handle at least three days of gravity fed water to our customers, even without the use of our large emergency generator.

Utilizing this approach, we also developed one of our leak locating procedures. We have successfully used this technique to find leaks in our system, one example being at 12 Furry Road. Specifically, we measured the pressure at the hydrant at the “end of street” location at 120 psi, when it should have been about 127 psi, telling us that nearby pressure was being “bled off”, likely due to a leak. By then testing the nearby water lines we found a significant underground leak at the curbstop at 12 Furry Road. The owner

fixed the problem the next day and the pressure increased to just above 127 psi, the proper calculated pressure. The basic concept is that we know what the calculated pressure should be at each location. We then put our pressure gauge on a nearby hydrant and if the pressure varies then we look for leaks. I refer to the "end of street" meaning the end of a street within our Water District.

On January 4th I received a call from Frank on Walsh Lane at 3 pm informing me that there was a street valve on the corner of Rt. 355 and Walsh which was damaged by a snowplow. I thanked him very much for his call and informed him that I would attend to it immediately. By 5:30 PM the situation was repaired (the pipe cleaned of debris and a new valve box cover installed).

Also, on January 6th I received an email from David Lang of Dino Lisa Drive that a water main pipe access riser next to the fire hydrant was damaged (pulled out of the ground). We went to the site, met with David, and ascertained that there was no water leakage, but that the access pipe to the underground main shutoff valve was raised above ground level. We thanked David and performed the necessary repair work ourselves, thereby saving contractor repair expenses (approximately \$ 1,000 to \$1,500) in our budget. We very much appreciate these types of inputs from our residents and are conscientious in immediately responding to the situation and we always thank the resident; we have picked up numerous small leaks or potential leaks from these types of inputs.

TRAINING:

I have discussed our need for continued **leak detection** many times and as an educational aid I attended a free webinar on January 7th (by Eastcom Associates) entitled "**Underground Utility Locate Theory Overview**". This webinar focused on the latest "electromagnetic locating" techniques. On December 22nd I also attended the free Cornell Cooperative Extension sponsored training webinar on "**Certified Lead Renovator**" training. I have a "**Certified Lead Renovator**" EPA license. Additionally, I attended the free NoonPi webinar "**Why Projects Fail & What You Can Do About It**". In addition to these three subjects being critical to our ongoing operations, I received CEU hours for my **Grade C Water Operators License renewal, for my "Certified Lead Renovator" License, and for my NYS Professional License renewal.**

During this reporting period I also participated in other various free on-line webinar training sessions. These included a January 6th webinar "**Ethics, The Great Boston Molasses Flood**" sponsored by NoonPi and a January 12th webinar "**Innovative Solutions For Slope Challenges**" by Presto Geo Systems.

I also participated in the 12/10/20 free EPA Webinar "**HAZARD MITIGATION**" designed for "**Water Utilities**". Again, I received CEU training hours for each of these programs for the renewal of my **Grade C Water Operators License, for my Code**

Enforcement license, my Lead Renovator Certification, and for my NYS Professional Engineering License.

QUARTERLY RESIDENT METER READINGS:

On 12/9/20 we took the quarterly meter readings of the residents' water consumption and Sue Horton prepared and sent out the bills for payment. Since this is the first time we have taken these readings, which included the new vintage of meters installed, I am delighted to report that the entire process went very well. Our follow-up computer analysis allowed us to help several homeowners who had slight leaks due to leaky toilets and one resident who had a defective pressure regulator, resulting in high pressure readings and erratic usage readings in his home system; he replaced the defective pressure regulator valve and the pressure gauge the next day and all is well.

RESIDENT ISSUES AND REQUESTS THIS PERIOD:

We handled a number of customer "excessive water usage" problems and the associated billing issues; Most issues were positively resolved, and most of the residents paid their outstanding bills, with certain exceptions which we are "working" on.

You may recall that we had a difficult issue at 64 Snyders Corner Road, in which the owner had passed away and the home was **illegally occupied by a "squatter"** and our hands were tied regarding collecting the outstanding bill; **we also could not legally turn off the water, even though the new owner requested the "shut-off" verbally and in writing.** This was a frustration! The "squatter" recently passed away and we have been working with the proper individuals and organizations and **we have now legally turned off the water,** thereby honoring the owner's request and also saving the Town "lost revenues". It is my understanding that the home will now be sold or taken over by the bank. There are indications that the building will be torn down and a new home will be constructed.

I also want to mention that, as a result of our analysis of our quarterly billing report for each of our residents' quarterly water consumption we frequently identify excessive water usage on a resident line, thereby indicating a water leak at the resident's premises. Our detailed analysis capability has been very successful in alerting residents to toilet leaks and other leakages and problems in their home water system. We work with the resident to be helpful in fixing the problem and saving money, where possible, rather than just telling the homeowner--"you have to call a plumber". FYI, according to the Master Meter Inc. publication entitled "SMALL LEAKS BIG LOSSES" a 1/32" toilet leak will cause a monthly water loss of 6,000 gallons of water at a cost to the resident of \$ 30 per month! A 1/16" toilet leak will cause a monthly water loss of 25,000 gallons at a monthly cost to the resident of \$ 125.

We have also been working with other Town organizations regarding other potential Town Code violations and other issues involving the EPA, FEMA, DEC, the Army Corp of Engineers, and the various Town Boards. Some specific items are the SWPPP (Stormwater Pollution Prevention Plan), the Stormwater Management Design Manual requirements and important related issues, Keyhole Lots – Setback requirements, Lot line adjustment issues, Drainage District Law (111), Water district Law (220), Subdivision issues, Local Law updating, and other special situations. Also worked with the FEMA representative from Washington on updating Poestenkill Flood Zone information. Importantly, we also keep in close contact with adjacent towns' water operations to stay on top of upcoming potential problems which could affect Poestenkill.

Due to periodic problems with the LMI system, it's two pumps and other various system components, we rebuilt the entire Chlorine Injection System during this reporting period. All is now operating well. FYI, this system requires daily maintenance which we perform.

STATUS OF SPECIFIC ROUTINE WATER OPERATIONAL FUNCTIONS:

We are working with several contractors regarding new water service line installation requirements. These work functions include permit issuance, discussing our technical equipment requirements with the contractor, providing the necessary equipment to the owner, and performing the required inspections at each location to insure proper excavation depth, proper "rough" underground plumbing, the required 15 minute 100 psi static water pressure test, line flushing, and the Final Inspection required to insure that all Town and NYS installation requirements have been met. We then finalize the installations by formalizing the account information into our data bases for record and billing operations.

On Sunday, 12/20/20 we replaced a cracked PVC pipe in the chlorine feed line from the LMI pumps to the high-pressure outlet pipe, before it became service effecting.

We have also, during this period, performed the same functions (as stated above for contractors) for six of our residents who were planning to perform the water service line installations themselves (11 Weatherwax, 70 Weatherwax, 6 Fox Hen Drive, 849 RT.351, 15 Pine bowl Road, and Blue Heron Way). Over time we have helped many residents who have performed their own installations, and this has saved them many dollars and we have not had any difficulty with the installations, the most recent completions being 11 Weatherwax Road and 70 Weatherwax Road and 6 Fox Hen Drive.

We performed the periodic inspections of our water tank on Hinkle Road, both the tank and the exterior area; all is well.

We have mentioned pump station "cycling" in past reports. Due to recent non-standard cycling patterns, we spent considerable time and efforts this period working on this operation. Recently, we again completed our periodic "pump cycling tests" and routine maintenance work (pumps on and off, and transferring operations from pump #1

to pump #2, etc.). I am pleased to report that our overall system is presently working well and that the proper "cycling" of our two main pumps is also performing very well, as is the Tigerflow computer control system. Unconnected with our earlier comments regarding the type of chemical pump used, this function is entirely controlled by the Tigerflow computer and is necessary with any type of pump used. This is an ongoing maintenance effort.

We picked up required items from Tremont for the Water District operations.

Performed daily (24/7 - both physically and remotely) overall inspections of the Pump Station to ensure operational performance. I periodically remotely (via phone) call the ACU at the pump station to monitor the station's performance. Our "**PREVENTIVE MAINTENANCE**" controls are much more desirable than having to repair the problem after it has caused a service interruption.

Documented the periodic high and low meter readings at the underground metering vault pits (at Creek Road and Spring Avenue Extension) to be used in evaluating our water supply, usage, and leakage. These readings represent the volume of water supplied from Troy and Brunswick and are used in conjunction with other readings taken throughout the water system to identify problems and also to substantiate the billing which we receive from Troy and Brunswick every six months.

Our main operational focus, as mentioned earlier, is the **quality and safety** of the water supplied to our residents. I am happy to report that all our test results during these last two months were returned from the labs (with a copy automatically sent to the RCDOH) and all were satisfactory.

We have been working on our "record maintenance" efforts to keep up with the changes necessary to the Water System records because of the new vintage meters and the computer programs newly introduced in 2020. Until recently, we have been using our older inventory of meters. Now we are now exclusively using the new meters and I should mention, FYI, that the new meters require a different "initial "set up" procedure by us prior to being placed in service. This includes "magnetizing" the antenna module, verifying the unit's internal wiring (using the new handheld Mueller Mi. Net unit), and taking an initial reading.

As a preventive measure we periodically test the LMI automatic pump transfer system at the Pump Station for "automatic tank transfers" between tanks when liquid runs out in each tank. This involves determining the trouble locations and repairing the clogged piping, the line pickup "foot valves" and screens, and the transfer switch between the tank and the 6" high pressure injection line. This action was a follow-up to the repairs we recently made to the system to insure proper system component operation. All tests were OK.

Performed required NYSDOH functions for our system; for example, take daily (7 days per week) water pumping volume data at the Pump Station, add chlorine as required, and test water samples at Town Hall. This daily test measures "Free Chlorine Residual At Entry Pt." and measures the Chlorine level as a deterrent to E-coli. This 7 days per

week information is then entered into the NYSDOH 360 REPORT daily, which is submitted to the RCDOH and the NYSDOH each month, along with the monthly Laboratory test results report.

We took the required NYSDOH and RCDOH monthly test samples for Coliform at Town for December and January. We also took the required 4th quarter 2020 THM (Trihalomethanes) and HAA5 (Haloacetic Acid) tests at Town Hall and at the Poestenkill Fire Company. We then completed the "chain of custody" paperwork, and then delivered the test samples, on ice, to the laboratory for testing. These quarterly tests were returned from the Capitol Region Environmental Laboratory and were all satisfactory. They are the most critical tests of the year because they are averaged with our other quarterly test results to provide the final yearly results for our **Annual Water Quality Report** which will be prepared and published in March 2021. All test results were satisfactory. These AWQRs are essential and, FYI, a nearby town just received a notice of a \$37,000 fine because they did not file their 2019 AWQR or perform their required notification functions. We have faithfully fulfilled our obligations regarding this report and the required associated notifications, and we have never had a problem or been "cited" for a deficiency.

We also took the required 1st quarter of 2021 THM (Trihalomethanes) and HAA5 (Haloacetic Acid) tests at Town Hall and at the Poestenkill Fire Company on January 5th. We completed the "chain of custody" paperwork, and then delivered the test samples, on ice, to the laboratory for testing.

Cleaned various Valve Piping components at the Pump Station; this is an area requiring continuous routine maintenance and is critical to the proper chlorination process. The chlorination process, by its very nature, causes solidified calcium blockages in the lines and at discontinuity points in the system which must be periodically cleared, usually with CLR, and occasionally by component replacement. There are many potential trouble spots in the system which, when partially clogged, will reduce the LMI pump output efficiency and will affect the daily Chlorine Residual test results taken by us and submitted monthly to the RCDOH and NYSDOH. This is a continuously required operation.

We picked up 20 gallons of 12.5% sodium hypochlorite from Agway for daily use at the pump station in the chlorination process.

Performed miscellaneous maintenance functions at Town Hall such as working on the main heating system at Town Hall, mounting the mail drop box, bulb replacements, switch and fixture repair, etc. We are happy to help with these types of problems when we can.

We performed calibration routines at the Tigerflow station to insure proper functioning of the many functions which the Tigerflow System controls, such as the main pumps "cycling" and alternation, LMI pumps start/stop and alternation, continuously documenting the pump station specific operations (27/7), etc. This Tigerflow computer is extremely complex and "sensitive" and requires continual attention---we monitor it daily

(7 days per week) and periodically remotely access the computer to insure proper operation. I also want to inform you that if there is a problem at the pump station (low suction pressure alarms, power alarm, improper LMI system operation, loss of main pump efficiency, etc.) that we have programmed the Tigerflow computer to call me on my cell (24/7). Since I can be at the pump station from home in a matter of minutes this alarm system has helped us many times, particularly when we lose commercial power or when Brunswick or Troy has a water main break (low suction incoming pressure alarm).

We performed the monthly maintenance functions on the large emergency generator located at the pump station; some of these functions involve running the generator for a period, exercising the batteries, and checking the output voltages for accuracy. We also performed the monthly operational tests on the portable 5 KW generator used for field emergency issues. Both generators are presently functioning well and are ready, should we need them. One item which we are considering is the modification of the 5KW generator from gas to propane. This conversation is inexpensive and may well provide operational improvements, particularly during winter months. We will likely schedule this modification for the spring.

Prepared and submitted required NYSDOH Monthly 360 Report and Lab reports to the RCDOH. **All our Town tests and the Laboratory test results for the month were satisfactory. We just completed our 4th quarter (required by the NYSDOH) tests for THMs (Total Trihalomethanes) and HAA5 (Total Haloacetic Acids). These are the most critical tests of the year because they are key components of our Annual Water Quality Report for 2020, to be published in March, 2021. These tests were taken at The Town Hall and also at the Fire Company, as directed by the RCDOH. I am pleased to inform you that our test results were significantly better than the MCL requirement. Our THMs tested at 62.3 ppm compared to the MCL of 80.0 ppm and our HAA5 tested at 14.4 ppm compared to a MCL REQUIREMENT OF 60 ppm.**

811 REPORT:

From an overall viewpoint everything continues to go quite well. All 811 Dig Safe daily requests (tickets) were received and responded to appropriately and in a timely fashion. Due to the seasonality aspects of construction I expect the work volume to decrease until the spring. Additionally, we receive periodic audits and each has been excellent, with no late responses on our part.

The 811 tickets are initially generated by homeowners, utility companies, and by individual contractors. On each of these tickets I receive, mostly "ROUTINE" and some "EMERGENCY", I pull the respective Plats for the section of our water system. I next

check our water records to determine if the location is connected to our system, and if so, what the routing of the service line is. I then call or meet with the Field Contact, discuss what they are planning to do. I visit the location and then I provide the details of our water system (and culvert pipe info) to the contractor, mark out the pipe locations when appropriate, and exchange telephone numbers with him and ask to be kept informed if he changes the schedule. This process must be completed within 48 clock hours or the Town would be fined and held accountable by the 811 organization in Syracuse. I then follow up (visit the work location) when the job is progressing to ensure that no problems occur.

Normally, our 811 mark out requests are straight forward, and we can accomplish our work. During this period, I had one very difficult 811 ticket for #2 Lochvue Drive. The contractor was constructing a new home and the curbstop was originally installed by the developer. Unfortunately, the curbstop could not be located and after numerous attempts, the contractor told me that the location was not built according to the elevations specified in the original approved plan and that he had made elevation changes when grading. This is the first time that this situation has occurred, and I worked with the contractor in helping him to solve the problem.

We receive and must respond to the daily "Dig Safely Audits" (seven days/week) and we have continually met all our obligations. We also receive daily NYS DIG SAFELY tickets and other reports, verify accuracy, and respond as required.

For your information, the following 811 Mark-out Requests exemplify the types of requests which we receive: Gas Main repair, Swimming Pools, Burying Cables, a Foundation Wall, Replacing a Driveway, New Water Services , Install Utility Poles - routine, Emergency Pole Replacement Callouts, Water Collection / Grading, Installing Signs, Soil Borings, Installing Fences, Septic System Perc tests, landscaping, trench, Digging porch footings, Surveying work, Stump removal, Geothermal Boring.

The New Lead and Copper Rule

On December 22, 2020, U.S. Environmental Protection Agency (EPA) finalized the first major update to the Lead and Copper Rule (LCR) in nearly 30 years. EPA's new rule strengthens every aspect of the LCR to better protect children and communities from the risks of lead exposure. The new LCR will **better protect children** at elementary schools and child care facilities, **get the lead out** of our nation's drinking water, and **empower communities** through information.



Better Protecting Children at Elementary Schools and Child Care Facilities

Children spend a large amount of time in elementary schools and child care facilities and lead in the internal plumbing of these facilities can pose a risk to children's health. For the first time, the new Lead and Copper Rule requires that community water systems test for lead in drinking water in elementary schools and child care facilities that they serve. The old rule had no federal requirement for community water systems to test for lead in drinking water in these buildings. This common sense and critical improvement ensures that children—who are at increased risk from lead exposure—are protected where they spend a significant amount of time learning and playing. The water system is also required to provide timely results along with information about the actions the elementary school or child care facility can take to reduce lead in drinking water.

In older homes and buildings, lead can leach from service lines, solder, and fixtures into tap water and become a significant source of lead exposure. In children, lead exposure can cause irreversible and life-long health effects, including decreasing IQ, focus, and academic achievement. EPA's new Lead and Copper Rule strengthens regulatory requirements to better protect children and communities from lead in drinking water.

Getting the Lead Out

EPA's new rule uses science-based testing protocols to find more sources of lead in drinking water. The new rule also triggers actions to address lead earlier in more communities and reduces lead by more effectively managing corrosion control treatment, closing loopholes, and replacing more lead service lines in their entirety.

Better Science, Better Testing

The old rule enabled sampling techniques that could underestimate lead in drinking water. Based on better science, the new LCR requires water systems to follow new, improved tap sampling procedures that will better locate elevated levels of lead in drinking water. One key improvement in testing protocols is the new "fifth liter" sampling requirement, which captures lead that can enter drinking water from a lead service line (LSL)—a lead pipe that connects tap-water service between a water main and house or building. Under the new rule, a sampler must draw four liters of water before collecting a test sample so that the water is more likely to come from the lead service line and not the internal plumbing of a building. To get the most accurate test results, the rule also requires wide-mouth bottles for collecting samples and prohibits sampling instructions that recommend flushing and cleaning or removing the screen (called an aerator) that covers the

faucet before collecting samples. Additionally, to target homes with the highest potential for elevated lead levels, systems must collect samples at homes with lead service lines. If there are no LSLs, systems must collect samples from other leaded plumbing. When an individual sample at a home exceeds 15 ppb, systems must conduct follow-up sampling as part of a find-and-fix process to identify sources of lead and actions to reduce lead in the drinking water.

Triggering Actions to Reduce Lead Exposure Earlier and in More Communities

The new LCR jumpstarts corrosion control and actions to replace lead service lines—the primary sources of lead in drinking water—in more communities across the country. Because lead can corrode (or leach) from leaded plumbing as water flows through it, systems that take steps to control that corrosion or remove lead service lines can reduce the amount of lead that makes it into the drinking water supply. The rule establishes a new threshold of 10 ppb, that when exceeded, requires more and rapid implementation of corrosion control treatment to reduce lead in drinking water. The old rule allowed up to 48 months—four years—to pass in our small towns after a system exceeded the 15 ppb action level before corrosion control was in place. The new rule's trigger level requires systems that already have corrosion control to re-optimize their treatment. It also requires systems that do not have corrosion control to conduct a corrosion control study to identify the best treatment approach. If that system exceeds the action level in the future, the system must install the treatment it identified in its study right away. The 10 ppb trigger level also requires systems to start lead service line replacement programs.

Closing Loopholes and Replacing More Lead Service Lines in Their Entirety

The new LCR will drive more instances where lead service lines are replaced in their entirety. The old rule created so many loopholes that since 1991—over nearly 30 years—only 1 percent of utilities actually replaced lead pipes as a result of an action level exceedance. Under the new rule, water systems will be required to fully replace at least 3 percent of lead service lines each year when 10 percent of sampling results are above 15 ppb. The new rule's real 3 percent replacement rate will do more to remove lead service lines than the old rule's unmet 7 percent rate by propelling early action, closing loopholes, and strengthening replacement requirements. Under the new rule, systems:

- Must have a plan in place and must start replacing lines as soon as sample results are above the trigger or action level.
- Cannot avoid replacing lead service lines through testing.
- Are required to replace the water system-owned portion of a lead service line when a customer chooses to replace their customer-owned portion of the line.

Additionally, partial lead service line replacements, which can lead to short term spikes in lead concentrations, will not meet the new requirements. Under the old rule, partial service line replacements were allowed and were common.

Empowering Communities

In order for individuals, communities, water systems, and local governments to effectively take action to reduce lead in drinking water, they need to know where lead service lines are and what resources are available to help address lead in drinking water. The new Lead and Copper Rule builds the information infrastructure needed to empower these decisions.

Public Inventory of Lead Service Lines

Under the new rule, water systems are required to identify and make public the locations of lead service lines, following the example of many cities across the country who have proactively taken this step. By providing thorough and transparent information on where lead service lines exist, communities can make informed decisions to reduce lead exposure. Additionally, residents with a known or potential lead service line will be notified and receive information about steps that they can take to reduce their exposure to lead in drinking water.

Timely Testing Notifications and Lead Reduction Options for Homeowners

If a sample taken from a home has a result over 15 ppb of lead, the water system must notify occupants of the home within three days, so that steps to reduce lead exposure can be taken immediately. Notification of tap sample results under 15 ppb will occur within 30 days. If there is a systemwide action level exceedance, water systems will notify all customers within 24 hours and provide educational materials within 60 days. Water systems will also notify homeowners and building owners about opportunities to replace lead service lines, including information about financial assistance programs, if available, to help pay for replacing the customer-owned side of the line.

Information on Funding Resources to Support Lead Service Line Replacement

To help communities as they make decisions about funding, EPA has compiled information about federal funding, case studies, and other additional resources to assist states, local and tribal governments, and water utilities. These options include EPA's Drinking Water State Revolving Loan Fund, the Water Infrastructure Improvements for the Nation Act (WIIN) Grant, Water Infrastructure Finance and Innovation Act (WIFIA) financing program, as well as the Housing and Urban Development's (HUD) Community Development Block Grants. For a list of funding opportunities and for additional information on how to apply for and meet the funding requirements please visit: www.epa.gov/safewater/pipeplacement.

For more information on the new Lead and Copper Rule visit:

<https://www.epa.gov/ground-water-and-drinking-water/final-revisions-lead-and-copper-rule>

TOWN OF POESTENKILL
38 DAVIS DRIVE, P.O. BOX 210
POESTENKILL N.Y 12140

Office of the
Building Inspector
Code enforcement Officer

MEMORANDUM

To: Town Supervisor- Keith Hammond

Town Board Members- June Butler, David Hass, Harold VanSlyke, Eric Wohlleber (Deputy Town Supervisor)

Town Attorney- Jack Casey

From: Tracy Church- Code Enforcement/Building Inspector

Date: January 19, 2021

RE: December 2020/ January 2021

OVERVIEW:

The Building/ Code Enforcement office has been able to continue to issue Building Permit's with the accompanying inspections that follow, though reports of a spike in COVID 19 cases have been reported in our area, there have been no cases reported in connection with any of the permits or inspection properties. Most municipalities have limited the activities of their offices and as a result we to have been making a conscious effort as well. In regards to the property on Algonquin Beach road we continue to await a response from The Army Corps of Engineers

and have referred the owners inquiries to The Army Corps of Engineers as to keep a positive line of communication open with all parties to ensure that The Town of Poestenkill is still actively working on a solution with guidelines to get the project moving once again. The Code Enforcement office was called to #9072 NY RT. 66 from a tenant reporting an large presence of mice and mouse droppings in the first floor apartment, after an inspection of the apartment and it's bedroom's ,kitchen and all other rooms, a significant quantity of droppings was observed and documented, as well as dead mice. The Rensselaer County Department of Health was contacted, a meeting was scheduled, the owner of the property and land lord Nicole Pelletier Fiacco was contacted, had agreed to attend the next day meeting on Dec. 24 2020. The landlord failed to show, after a discussion with Rich Elder from the Renns, Co. Health Dept. An appearance ticket will be issued, a March 22 court date has been reserved. In the previous report from the Code Enforcement office #1109 Plank Road was referenced for safety aspects of construction of a Manufactured home and the lack of NYS Building Code required measures. After a lengthy back and forth discussion with the contractor and their engineer, the contractor (Saratoga Homes) has installed the necessary safety brackets and hardware, a Certificate of Occupancy has been issued to the home owners/ residents. Complaint received RE: #8 vs. #4 James Street RE: lot line dispute, after visiting both properties, it has been determined that the complainant is responsible for providing a licensed recent survey to prove that a shed has been placed on their property. Dec. 26, 2020 12:20 A.M. 911 call, requesting Code Enforcement to Oakhill/Lynn road, vehicle into a residence. Heavy snowfall resulted in a pickup truck striking and entering the living room, Inspection of structure proved that the damage was limited to the corner and did not pose a threat to health and safety preventing habitation of dwelling, the residence has since been repaired. As per zoning board findings, the Code Enforcement Office has been asked to enforce a ruling regarding 14 Abbot Drive. 14 Abbott drive is required to provide and install screening to shield equipment from public view (Chip Kronau). The owner was contacted by this office; as a result the owners of the property have installed a privacy fence to accommodate the ruling. A meeting was arranged with the Averill Park School District buildings and grounds representatives, The Town of Poestenkill Highway Dept, Town of Poestenkill Code enforcement Office, DEC NYS, Regarding a property located at #6 School Road RE: water flooding a house basement, after a walk through, it has been determined that a drainage ditch has

been neglected and as a result required maintenance, AP school; has agreed to clean the portion of this ditch on their property, Highway Dept will, clean our portion, The DEC has agreed to assist as well. We have answered numerous calls for complaints, requests, building permit applications, inspections ect. The required annual training requirements for the Code Enforcement Certification, have resumed as a virtual/ webinar format, 5 of the mandated 25 hours mandated have been met. All other issues are being promptly addressed in a timely manner. We will continue to represent The Town of Poestenkill in a polite, efficient and professional manor.

Respectfully Submitted

Tracy Church

Church

Building Inspector/ Code Enforcement Official

Michelle Asquith

From: Bob Guyer <straydawg302@gmail.com>
Sent: Wednesday, January 20, 2021 6:02 AM
To: Michelle Asquith
Subject: RE: Monthly Report

Animal control calls

Dogs related - 3

Wildlife D.O.A. - 2

Misc/questions - 8

Sent via the Samsung Galaxy S20 Ultra 5G, an AT&T 5G smartphone

----- Original message -----

From: Michelle Asquith <secpoest@nycap.rr.com>
Date: 1/19/21 11:54 AM (GMT-05:00)
To: 'Bob Guyer' <straydawg302@gmail.com>
Subject: Monthly Report

Can get your monthly report Thank you.

Town of Poestenkill
Office of the Highway Superintendent
P.O. Box 210
Poestenkill, NY 12140
(518)283-4144

To: Town supervisor- Keith Hammond
Town Board Members Butler, Wohlleber, Hass, Van Slyke

From: Highway Superintendent: David Goyer

Date: January 18th, 2021

RE: Highway Activities
December 11th 2020- January 18th 2021

1. The highway crew was out with the gradall and haul trucks cleaning leaves and other various debris from numerous ditch lines before they created drainage problems on the following roads. Legenbauer rd , Colehamer rd, Jones rd, Devan rd, and Pine bowl rd.
2. Road salt was ordered and delivered to the highway garage a couple times throughout the past month, and once the delivery was complete we hauled winter sand from town gravel pit back to the salt shed at shop and got it filled back up with the sand/salt combination for future snow storms.
3. December 17 was the big winter storm that dropped 30+ inches of snow to the town of poestenkill, and the crew did an exceptional job plowing and sanding during the poor conditions of the storm. We worked hard to keep up with the storm and got the roads cleaned up very quickly once the storm was finished.
4. The crew came in for snow removal after the fact as well to clean all bridge decks of snow banks throughout town. Cleaned up banks at all intersections throughout town. Cleaned all guide rails free of snow banks throughout the town. We also hauled snow away from town hall, library, and helped local store in the village by hauling away the big snow bank that was filling up their parking lot.

5. There was a handful of shop days throughout the month for preventative maintenance on the fleet. We had a few guys working on the plow trucks fixing and problems with plowing equipment, changing plow blades, greasing trucks after the many miles of plowing, and applying coat of paint to the plow and wings to keep them looking nice and free of bare metal to prevent rusting.

6. Plow truck 104 broke down once again during snow storm and had to go to delurys international dealership to replace a couple bad injectors in the engine. This is the truck i am proposing we replace this year if the town board is willing to look into getting a bond again for a replacement. I will have some numbers for the meeting on how much money we have put into fixing this 2002 international over the past three years to help show the need. I will also have some quotes for a replacement of the same size and capabilities.

7. We had a two day project with Asplundh tree service, the contractor hired by national grid to work with us taking down 6 massive pine trees on the upper end of 56 rd that were inside of the towns right of way. The trees were all over fifty feet tall and starting to cause issues with dead limbs and tree tops blocking the roadway and taking out the primary power lines.

8. The crew has been out plowing and sanding the roads during and after the numerous snow storms we have had throughout the month.

9. The crew has been taking advantage of the nice days and trimming back a number of the town roads that are starting to become over grown with tree limbs and vegetation.

10. The new small plow truck we ordered last year was delivered Tuesday January 5th!! I am very satisfied with it overall and i think its a great addition to the towns fleet. Look forward to having it in use for many years to come!

11. I closed the highway garage down Monday January 11th for the entire week for normal work operations because two of the employees tested positive for COVID-19. As well as a third employee having similar symptoms. Luckily it stayed contained to those guys and no one else got sick. We were still able to plow the few small snow storms we had with minimal setbacks due to be short staffed. The crew came back to work Tuesday January 19th with the exception of the two still in quarantine.

12. Just wanted to say thank you to Keith and the board members for giving me the opportunity to perform the duties of highway superintendent for the remainder of this two year term and am looking forward to working with you all this year.

Topics for discussion

1. Quote(s) for new wood chipper
2. Quote for new single axle plow truck
3. Engineering study on Reichards Farm rd bridge