

JOHN T. CASEY  
*Attorney at Law*  
31 Lindsay Drive Troy,  
New York 12180  
518-441-8685 fax 518-274-4383

March 5, 2021

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

The Record  
279 River Street Triangle  
Troy, NY 12180

**Re: Notice of Public Hearing for a zoning change with  
respect to Commercial Wood Operations**

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 one (1) time before March 8, 2021. Please send a proof copy back to me and 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,

JOHN T. CASEY  
*Poestenkill Town Attorney*

*cc: Town Board, Town Clerk*

**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., March 18, 2021, to consider amending the zoning ordinance with respect to Commercial Wood Operations, said amendment to read:

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**RESOLUTION OF THE TOWN BOARD OF THE TOWN OF  
POESTENKILL, NEW YORK, TO CONFER GRANDFATHER  
STATUS TO CERTAIN EXISTING COMMERCIAL WOOD LOTS**

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**WHEREAS**, the Town Board recognizes the tradition of wood operations and forestry in the Rensselaer Plateau section of the town; and

**WHEREAS**, the Town Board also recognizes that several wood operations have been in operation in violation of the Land Use Regulations; and

**WHEREAS**, the Town Board recognizes that strict adherence to zoning laws is necessary for proper enforcement, and that cease-and-desist orders must be respected and obeyed when duly issued, it finds that previous violators must be subjected to the review process of obtaining a special use permit to assure observance of the zoning laws;

**NOW BE IT THEREFORE RESOLVED**, that the Town Board of the Town of Poestenkill hereby amends the Zoning Ordinance by adding the following definitions to Article II, 150-4 (B);

**Charcoaling**: the process of converting logs or firewood into charcoal by controlled heating.

**Forestry or Silviculture**: management of forested lands and woodlots following a management plan, including logging, log yards, tree planting and coppicing. Includes regular harvesting of wood.

**Private Wood Operations**: includes mobile sawmills, shavings grinders, chainsaw carving, firewood processing and similar processing of logs into a finished product or commodity that is used by the owner or proprietor and may or may not be offered for sale.

Commercial Wood Operations: includes mobile sawmills, shavings grinders, chainsaw carving, firewood processing and similar processing of logs into a finished product or commodity that is offered for sale. The primary use of a parcel is for a commercial enterprise. It does not require the presence of a residence, and if a residence is present, that residence is an incidental and secondary use of the parcel. Additionally, any significant importation of raw materials constitutes a commercial operation.

**AND BE IT FURTHER RESOLVED THAT** the Zoning Ordinance be amended by adding a new section 150-28a to Article IV to provide:

**Existing Commercial Wood Operations**

The Town of Poestenkill recognizes the tradition of wood operations and forestry in the Rensselaer Plateau section of the town, and also recognizes that several wood operations have been in operation in violation of the Land Use Regulations. Those in existence in the RRA, RR1, RR2 and CL1 zones prior to the enactment of the Wood Operations Law and have never defied a duly served and posted cease-and-desist order under the former ordinance are to be grandfathered in. Wood Operations that are not grandfathered in, or are created after the enactment of this law, will require a special use permit.

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.

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

Amendment

Town of Poestenkill Town Board Meeting Minutes

January 7<sup>th</sup>, 2021- Organizational Meeting



Due to a clerical error, the minutes should be read as Warrant #2-2021 \$2,851.50. It currently states \$281.50, which is incorrect.

TOWN BOARD MINUTES  
TOWN OF POESTENKILL  
TOWN BOARD SPECIAL MEETING  
February 10, 2021  
(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

Supervisor Hammond opened the meeting with the Pledge of Allegiance at 7:00 p.m. and thanked everyone for attending tonight's meeting.

Supervisor Hammond stated that the Town was required to have a Public Health Emergency Plan for the Town of Poestenkill in place. Supervisor Hammond said that Martha Hass had volunteered to collect the required information needed for this plan because of her extensive experience in preparing this type of document. M. Hass then presented her draft copy of the report for discussion. The report was very well received, and some changes were proposed, and the report will next be forwarded to the Highway Union Representative for review and changes, if required. Supervisor Hammond thanked M. Hass and T. Buker for all their work on this document.

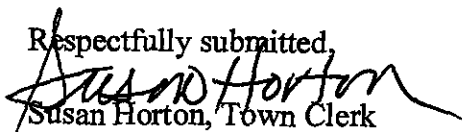
Board Members had copies of the Rensselaer County Local Government Emergency Plan for the Town of Poestenkill in their packets. Supervisor Hammond stated this topic will be discussed at the next Town Board meeting on February 18<sup>th</sup>. This will give Board members time to look over the document and be better informed.

DJ Goyer, Acting Town Highway Superintendent, briefly mentioned that he has a Plow Truck lease proposal and K. Hammond stated that he would put this item on the agenda for the next Town Board meeting for further review.

Two other items, a Bridge Grant Proposal and the three "call" proposals were mentioned and will also be discussed at the next Town Board meeting.

Motion by Councilwoman Butler, seconded by Councilman Hass and carried to enter into Executive Session at 7:50 p.m. to discuss a personnel issue with no votes being taken. Motion by Councilwoman Butler, seconded by Councilman Hass and carried to exit Executive Session at 8:12 p.m. and to immediately adjourn this meeting.

Respectfully submitted,

  
Susan Horton, Town Clerk

TOWN BOARD MINUTES  
TOWN OF POESTENKILL  
TOWN BOARD MEETING  
February 18, 2021  
(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 led the audience in the Pledge of Allegiance and opened the floor at 7 p.m. for Public Comments. L. Basle, Town resident asked several questions about the Mohawk Ambulance proposal including if the Town had met with Mohawk, had the 911 (FOIL) provided dispatch information been received and questions about potential cost to the taxpayers. There was a discussion on these items and Supervisor Hammond said that he would further discuss these issues later in the meeting. There being no further comments, the public comment period was closed.

Motion by Councilwoman Butler, seconded by Councilman Hass and carried that the bills were audited for payment.

Motion by Councilwoman Butler, seconded by Councilman Hass and carried to accept to the Town Clerk's minutes of January 21, 2021 as written.

Correspondence:

Charter Communications – Memo dated January 30, 2021 notifying of upcoming changes.

Lee Audio N Security – Memo dated January 28, 2021 notifying the Town of upcoming changes to our alarm system.

Liaison Reports:

Planning Board – H. Teal, representing the Planning Board, reviewed the recent Planning Board items, including the approval of a Lot Line Adjustment at Lochvue and the outstanding issue surrounding the Wood Processing activities in the RRI District. Tom Russell, Planning Board member also addressed these issues, indicating that the Lot Line Adjustment case was reviewed with Tracy Church, Building Inspector/Code Enforcement Officer. There was significant discussion of the subject of Wood Processing activities in the RRI District, including the various involvements of both the Planning Board and the Zoning Board of Appeals.

Zoning Board – Susan Kalafut discussed recent ZBA issues, including the fact that she and Frank Burzesi had “switched” positions on the Board. This will be voted on during the Action portion of the meeting.

Fire Company – Town Board members had copies of the Fire Company’s January 2021 report.

Library – M. McClellan reported on the Library’s activities including opening for appointments at the end of February replacing lights with the high efficiency bulbs by Ed. Gressens, obtaining a grant for a Storywalk for the Community Forest. and the increase in circulation numbers. It was all “good news” for the library.

Youth Advisory Board-Youth Director Tiffany Buker reported that the registration for the Summer Camp was going well and that the Food Pantry was going well.

CAC- no meeting

Discussion Items:

Plow truck lease program – Town Board members had copies of the proposals submitted by DJ Goyer, Highway Superintendent regarding the 2022 International Model HV 507 4x4 Truck that he would like to purchase for the Highway Department. Also, included were several proposals for financing this truck. Councilman Hass discussed the financials of the issue and it was agreed that the decision would be made during the Action Items portion of the meeting.

CDTC – Representative - email dated February 8, 2021 from Michael Franchini, Executive Director, Capital District Transportation Committee requesting a volunteer to represent the Towns and Villages in Rensselaer County. E. Wohlleber, Councilman agreed to volunteer for this committee.

Wood Processing – This issue was addressed by J. Casey, Town Attorney, including his review of the status of the Article 78 proceedings. J. Casey stated that he had completed his work and provided the required information to the Court. He further stated that he does not believe that the case has “merit” and that he has asked that the case be dismissed. Councilman Wohlleber questioned the wisdom of the proposal to allow Wood Processing (with a Special Use Permit “SUP”) with the Article 78 still pending. J. Casey did not think that the Town’s approach or timing would be a problem. Motion by Councilwoman Butler, seconded by Supervisor Hammond with 4 ayes and 1 nay (Councilman Wohlleber) to schedule a Public Hearing on the subject of Wood Processing in the Town of Poestenkill which will be scheduled for March 18<sup>th</sup> at 7 p.m.

Public Employer Health Emergency Plan for the Town of Poestenkill – This item was discussed and agreed by Board members to pass this document onto the Highway Union Representative for his review.

Updating of 2002 Town of Poestenkill Emergency Plan - This item was discussed, and Town Board members agreed to have J. Casey, Town Attorney make the necessary changes and this document will be voted on at the next Town Board meeting.

## Action Items:

Appoint Susan Kalafut – Motion by Councilwoman Butler, seconded by Councilman Van Slyke and carried to appoint Susan Kalafut as Alternate to the Zoning Board of Appeals. (Term to expire 12/31/21) Motion by Councilman Van Slyke, seconded by Councilman Wohlleber to appoint Frank Burzesi as a member of the Zoning Board of Appeals. (Term to expire 12/31/2022)

Appoint Frank Burzesi Chairman to Zoning Board – Motion by Councilman Van Slyke, seconded by Councilwoman Butler and carried to appoint Frank Burzesi as Chairman to the Zoning of Appeals Board. (Term to expire 12/31/2021)

The Town Board thanked S. Kalafut for stepping down and becoming an Alternate, which made it possible for F. Burzesi to become Chairman.

Dedication of Quail Meadows – Supervisor Hammond questioned DJ. Goyer, Highway Superintendent on the status of the pending acceptance of the Quail Meadow Roads. DJ stated that he would go ahead after a signed agreement to complete the items which Quail Meadow had proposed was completed. DJ will provide J. Casey, Town Attorney with the wording of the items for preparation of the agreement. This item will be voted on at the next Town Board Meeting which will be held March 18<sup>th</sup>.

Approval of Service Agreement for the Veterans – Motion by Hass, seconded by Van Slyke and carried to authorize Supervisor Hammond to sign the 2021 Sullivan-Jones Service Agreement.

Approval of Service Agreement for the Library – this item was tabled until the next Town Board meeting. J. Casey, Town Attorney, had problems with the Library Agreement wording. In some respects, it seemed to contradict itself and will be discussed further on March 18<sup>th</sup>.

Approval of Service Agreement for the Poestenkill Seniors – this item was tabled until the next Town Board meeting which will be held March 18<sup>th</sup>.

Annual Financial Report for the Fiscal Year ended 12/31/2020 – The Town's bookkeeper, Michelle Asquith, reported that the AUD for 2020 is complete. She stated that she and A. Kleiber, Accountant, worked on this document. She reported that there was a lot of "cash" on hand but not too many investments and to keep that in mind for the upcoming year. Motion by Councilman Wohlleber, seconded by Councilwoman Butler and carried to accept the Annual Financial Report for the Town of Poestenkill for the Fiscal Year ended 12/31/2020.

Purchase of Highway Truck – IN THE MATTER OF THE TOWN BOARD OF THE TOWN OF POESTENKILL AUTHORIZING DAVID GOYER, HIGHWAY SUPERINTENDENT OF THE TOWN OF POESTENKILL TO PURCHASE A NEW 2022 INTERNATIONAL MODEL HV 507 4x4 TRUCK WITH A STANLESS-STEEL COMBINATION SANDER/DUMP BODY, WING AND ALL NECESSARY HYDRAULICS AND ATTACHMENTS IN THE AMOUNT OF \$207,966.00 FROM NAVISTAR INC. – ALBANY FLEET, 399 ALBANY SHAKER RD. SUITE 202 LOUDONVILLE, NY 12211.



MOVED BY: Councilman Butler  
 SECONDED BY: Councilman Van Slyke  
 VOTED UPON AS FOLLOWS:  
 Councilwoman Butler: Yes  
 Councilman Hass: Yes  
 Councilman Van Slyke: Yes  
 Councilman Wohlleber: Yes  
 Supervisor Hammond: Yes

Truck Financing – Motion by Councilwoman Butler, seconded by Councilman Van Slyke and carried to accept the proposal from KS State Bank for the financing of the New 2022 International Model HV 507 4x4 Truck with Stainless- Steel Combination Sander/Dump Body, Wing and all necessary hydraulics and attachments for \$207,966.00.

**Reports:**

Supervisor's Report-Supervisor Hammond stated he has been very busy with answering questions regarding the upcoming vote for the Ambulance District which will be held on March 30<sup>th</sup>. He also wanted to thank our Building Inspector, Tracy Church and D. Basle, Assistant Fire Chief, for all their help with a Town resident's home whose pipes froze. He also thanked the Poestenkill Business Association (for their generous donation). Supervisor Hammond discussed the Algonquin Middle School's water situation. He said that the school was in compliance in the past, but now that the PFOA/PFOS MCL (Maximum Contamination Levels) were lowered to 10 ppt, they were no longer in compliance. He stated that the school would like to connect to the Poestenkill Municipal Water System. He also stated that there is some interest in providing water to Sand Lake. These options will be discussed when the Town is provided with further information. R. Brunet, Water Manager has been staying informed to the school testing situation and will be pleased to work on this with their representatives.

Town Attorney Report -Mr. Casey answered some of the discussion items that were asked earlier in the meeting. He spent considerable time reviewing the process involving the Tuesday, March 30<sup>th</sup> Special Election, and the November election. Mr. Casey stated that everything is based upon a positive vote at the Special Election. If that Election vote fails, then the entire issue was "dead". He also discussed procedures regarding the ballots, who would be eligible to vote, and who would approve the ballots. Mr. Casey complimented Tiffany Buker on the quality of her questions and would look into a question which required additional research.

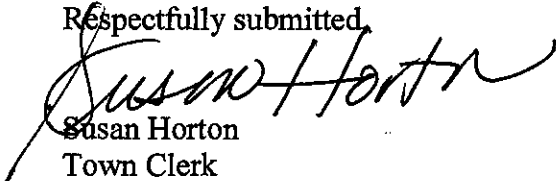
Town Clerk's Report – Motion by Councilwoman Butler, seconded by Supervisor Hammond and an oral vote of 5 ayes to accept the Town Clerk's report of January 2021. The total amount received in the Clerk's office was \$9,778.50 and of that amount \$9,687.26 was remitted to the Supervisor. Town Board members had copies of the Building Inspector/Code Enforcement Officer's written report. There were also reports from the Assessor, DCO, 811/Water report and the Highway Dept. report.

Payment of Bills:

Motion by Councilman Hass, seconded by Councilwoman Butler and an oral vote of 5 ayes to pay Warrant #6-2021 in the amount of \$414,211.10. Motion by Councilman Hass, seconded by Councilman Van Slyke and an oral vote of 5 ayes to pay Warrant #7-2021 in the amount of \$943.49.

Motion by Supervisor Hammond, seconded by Councilman Hass and carried to enter into Executive Session at 8:20 p.m. to discuss a personnel issue with no votes being taken in the Session. Motion by Councilman Hass, seconded by Councilman Van Slyke and carried to exit from Executive Session at 8:50 p.m. and immediately adjourn.

Respectfully submitted,



Susan Horton  
Town Clerk

# Barber Engineering

Po Box 454, Nassau, New York 12123 • (O) 518-931-4099 • design@bbreng.com

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March 4, 2021

Ms. Susan Horton, Town Clerk  
Town of Poestenkill  
38 Davis Drive  
Poestenkill, New York 12140

MAR 05 2021

Re: White Church Road PDD – Sketch Plan Review  
Town of Poestenkill  
Barber Engineering Project No: 20-202

Dear Ms. Horton,

On behalf of the Applicants, Kevin Kronau and Dale Kronau, we are requesting the above noted project be placed on the agenda for consideration. Please consider this a written application for establishment of a planned development district. We are providing the following materials for review by the Town Planning Board.

Please find enclosed Nine copies (9) each of the following:

1. Project Narrative
2. Application for Rezoning
3. Property Survey
4. Sketch Plan
5. 500 ft Radius Map

Should you have any questions relative to the project or require additional copies, please contact me at (O) 518-931-4099 or (C) 518-365-6090.

Sincerely,  
Barber Engineering



Matthew J. Bond, PE

Cc: Kevin Kronau (via email)



Kevin Egan  
Director of Government Affairs

March 1, 2021

Re: Charter Communications – Upcoming Changes

Dear Municipal Official:

This letter will serve as notice that on or around April 1, Spectrum Northeast, LLC, ("Spectrum"), will eliminate standard definition and launch high definition of Zee TV on PSF Zee TV Hindi Pass Packages/Hindi View Packages on channels 1533 and 2508 on the channel line-up serving your community.

This letter will serve as notice that on or around April 1, Spectrum Northeast, LLC, ("Spectrum"), will eliminate standard definition and launch high definition of The Filipino Channel on SPP Filipino View/PSF Filipino Package on channels 1450 and 2559 on the channel line-up serving your community.

For a complete channel lineup, visit [www.spectrum.com/channels](http://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](mailto: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

### PLANNING BOARD AGENDA

February 2, 2021, 7:00 pm

Poestenkill Fire Hall

### BOARD MEMBERS & APPLICANTS ONLY

**7:00 Meeting Opens – Pledge of Allegiance**

**Public Hearing:**

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

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

**Applicant:**

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

Members of the public may listen to the Public Hearing and comment on the proposed action during the Public Hearing by logging into the Zoom Platform at <https://us02web.zoom.us/j/88921712746?pwd=QmlCW56K1Z0VFILL3dEOWtjVXNjdz09>. Meeting ID: 889 2171 2746. Comments may also be submitted to the Planning Board in writing prior to February 1, 2021.

**Minutes of the January 5, 2021 Meeting:**

**Public Comments:**

**Old Business:**

**Organization:**

**Other:**

Harvey Teal	to attend February meetings
Tom Russell	to attend March meetings
Jeff Briggs	to attend April meetings

February 2, 2021

## TOWN OF POESTENKILL

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



Planning Board

### PLANNING BOARD February 2, 2021 Minutes @ Poestenkill Fire Hall

#### Attendees:

Don Heckelman, Chairman  
Tom Russell  
Harvey Teal  
Jeff Briggs  
William Daniel  
Steve Valente  
Laura Burzesi  
Vicky Spring, Alternate

#### Non-Voting:

Robert Ryan, Esq.  
Lynn E. Kane, Clerk

Chairman Heckelman called the meeting to order at 7:00 pm with the Pledge of Allegiance and introduced the Members of the Board.

#### Public Hearing:

Leonard Johnson  
136.-6-3.131

2 Lot Subdivision  
18 Johnson Lane

Member Spring read the Public Hearing Notice. Chairman Heckelman recounted the project and moved to the SEQR. Kevin McGrath, appearing on behalf of Applicant, stated on page 2 of 3 of SEQR, Item 3(a) corrected. Member Russell made a motion to declare a negative declaration. Motion was seconded by Member Teal, was approved with seven (7) ayes, zero (0) nays and zero (0) abstentions. Member Burzesi asked a couple of questions and Chairman Heckelman answered her questions, explaining the project in full. Chairman Heckelman asked if there was anyone who wished to speak in favor of the application. Chairman Heckelman asked if there was anyone who wished to speak in opposition of the application, there were none. Clerk Kane advised the chair that there was no correspondence received on this project. With no more comments, Chairman Heckelman closed the Public Hearing. Member Teal made a motion to approve the 2 Lot Minor Subdivision. Member Briggs seconded the motion and was approved with seven (7) ayes, zero (0) nays and zero (0) abstentions.

*Resolution: Application approved.*

43 Mall Ltd.  
114.-2-3.12

Amendment to Final Plat Plan  
Lochvue Estates – Lot #8

Member Spring read the Public Hearing Notice. Attorney Andrew Gilchrist recounted the project for the board. Chairman Heckelman moved to the SEQR. Member Russell made a motion to declare a negative declaration. Motion was seconded by Member Daniel, was approved with seven (7) ayes, zero (0) nays and zero (0) abstentions. Chairman Heckelman asked if there was anyone who wished to speak in favor of the application. Chairman Heckelman asked if there was anyone who wished to speak in opposition of the application, there were none. Clerk Kane advised the Chair that there was no correspondence received on this project. Member Russell asked Mr. Gilchrist to confirm that the lot would be sold for a single residence only, Attorney Gilchrist affirmed. With no more comments, Chairman Heckelman closed the Public Hearing. Member Valente made a motion to approve the Amendment to the final Plat Plan. Member Russell seconded the motion and was approved with seven (7) ayes, zero (0) nays and zero (0) abstentions.

*Resolution: Amendment to Final Plat approved.*

**Applicants:**

Teresa Quell  
136.-9-34.18

2 Lot Minor Subdivision  
55 Chain Mountain Way

Board Members reviewed the revised plat plan and find it still lacking the revisions requested by the Board previously. The Board discussed the need for an Area Variance from the Zoning Board as there is no road frontage on the proposed second lot. Much discussion between Board and Applicant. Motion by Member Burzesi to forward this project to the Zoning Board for an Area Variance, motion was seconded by Chairman Heckelman and was approved with a vote of seven (7) ayes, zero (0) nays and zero (0) abstentions. Memo to Zoning Board that Planning Board supports the Area Variance.

*Resolution: Forwarded to Zoning Board for Area Variance due to lack of road frontage.*

**Public Comment Period:**

Chairman Heckelman opened the Public Comment Period for items not appearing on the Agenda. There was none. Town Board Member Van Slyke (via Zoom) stated that Mr. Dobert, Lochvue Lot 9, tried to comment during the Lochvue Public Hearing and could not. Mr. Dobert is particularly concerned about water being diverted to his property when Lot 8 is developed. There was discussion amongst the Board, Mr. Van Slyke and Zoom Host, Michelle Asquith regarding the ineffectiveness of the Zoom. Member Russell will visit Mr. Dobert tomorrow to apologize and address his concern. Chairman Heckelman stated "There being no comments from the public, the Public Comment Period is closed."

**Minutes:** Meeting minutes of January 5, 2021 were reviewed. Motion to accept the Minutes was made by Member Russell, seconded by Chairman Heckelman and approved by a vote of five (5) ayes; zero (0) nays and two (2) abstentions – Members Teal and Burzesi. Meeting minutes of January 19, 2021 were reviewed. Motion to accept the Minutes was made by Member Teal, seconded by Member Burzesi and approved by a vote of six (6) ayes; zero (0) nays and one (1) abstention – Member Daniel.

**Old Business:**

1. Shuhart's senior complex – engineer is on hold currently.

**Organizational:**

Board discussed selection of a Vice Chairman. Motion to appoint Tom Russell as Vice-Chair was made by Chairman Heckelman, seconded by Member Valente and approved by a vote of six (6) ayes; zero (0) nays and one (1) abstention – Member Russell.

A motion to adjourn the meeting at 9:15 pm was made by Member Briggs, was seconded by Chairman Heckelman and was approved with seven (7) ayes, zero (0) nays and zero (0) abstentions.

Respectfully submitted,

Lynn E. Kane,  
Planning Board Clerk





## TOWN OF POESTENKILL

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

### Zoning Board of Appeals

### ZONING BOARD OF APPEALS

February 9, 2021 Minutes

Poestenkill Town Hall

Attendees:

Paul Jamison, Chairman  
Kevin McGrath  
Tim Hoffay  
Susan Kalafut  
Frank Burzesi, Alternate

Non-voting:

Lynn E. Kane, Secretary

Absent:

Nicole Heckelman

Chairman Jamison called the meeting to order at 7:00 pm with the Pledge of Allegiance.

Teresa Quell

136.-9-34.18

Area Variance

55 Chain Mountain Way

Planning Board sent Applicant to Zoning Board for an Area Variance due to lack of road frontage, for the newly to be created lot) in her request for a 2 Lot Minor Subdivision. The Board, Planning Board Members Tom Russell and Harvey Teal and Ms. Quell reviewed the newly revised plat plan. After much discussion, the consensus of the ZBA Members was that there is no provision of the Code from which a variance would be required. Further, it is up to the Planning Board to determine whether the proposed new lot meets the requirements to be a buildable lot, which requires that the lot have access to a street. The lot line on which adjoins the street would be the front, but the zoning requirements about lot width at the front set back would be satisfied no matter which lot line turned out to be the front.

*Resolution: No variance needed, returned to Planning Board.*

### Meeting Minutes:

The Board reviewed the November 10, 2020 meeting minutes. Corrections as follows: Organizational, 9<sup>th</sup> line, modify to read "...Clerk Kane was directed to forward...", Public Hearing, Quell, end of 2<sup>nd</sup> sentence, remove "ed" from "request"; Organization, Wood Processing, 9<sup>th</sup> line, delete sentence by Member Kalafut. Motion to accept the minutes as revised made by Chairman Jamison seconded by Member Kalafut and was approved with a vote of five (5) ayes, zero (0) nays and zero (0) abstentions.

### Organizational:

Chairman Jamison stated it he was mistaken; he cannot continue as Chairman. There was much discussion with no real consensus of anyone else wanting to be Chairman. Motion made by Member McGrath to reappoint Paul Jamison as Chairman, motion was seconded by Member Hoffay and was approved by a vote of four (4) ayes, zero (0) nays and one (1) abstention – Chairman Jamison. Town Board Member June Butler stated she would advise the Town Board of the situation.

There being no further business, a motion to adjourn the meeting was made by Member Kalafut, seconded by Chairman Jamison and was approved by five (5) ayes, zero (0) nays and zero (0) abstentions. The meeting was adjourned at 8:20 pm.

Respectfully submitted,

Lynn E. Kane, Secretary

3:20 PM

02/27/21

Accrual Basis

**Poestenkill Fire Company**  
**Custom Summary Report**  
February 2021

	<u>Feb 21</u>
<b>Income</b>	
Reimbursement	292.22
Town Contract Money	216,674.00
<b>Total Income</b>	<u>216,966.22</u>
<b>Gross Profit</b>	216,966.22
<b>Expense</b>	
<b>Building Fuel (heating)</b>	
East Poestenkill (propane)	529.55
Main Station (Propanel)	2,428.49
<b>Total Building Fuel (heating)</b>	<u>2,958.04</u>
<b>Building Maintance</b>	
Main Station	725.95
Refuse	71.55
<b>Total Building Maintance</b>	<u>797.50</u>
<b>Electric</b>	
East Poestenkill	22.70
Main Station	21.02
<b>Total Electric</b>	<u>43.72</u>
<b>Equipment</b>	
New Equipment	24,194.99
Repair & Maintance	1,481.26
<b>Total Equipment</b>	<u>25,676.25</u>
<b>Fire Trucks</b>	
Fuel	222.74
Repair & Maintance	29.15
<b>Total Fire Trucks</b>	<u>251.89</u>
<b>Insurance</b>	
Accident & Sickness	858.00
<b>Total Insurance</b>	<u>858.00</u>
Internet & Phone	113.77
Medical Supplies	276.19
Security Alarm	65.00
Solar	87.85
Sponsorship	250.00
<b>Telephone</b>	
East Poestenkill	44.67
Main Station	56.47
<b>Total Telephone</b>	<u>101.14</u>
<b>TRANSFER to Equipment Replaceme</b>	<u>15,000.00</u>
<b>Total Expense</b>	<u>46,479.35</u>
<b>Net Income</b>	<u><u>170,486.87</u></u>

***Annual Drinking Water Quality Report for 2020***  
***TOWN OF POESTENKILL***  
***38 DAVIS DRIVE, POESTENKILL, NY 12140***  
***Public Water Supply ID# NY4130338***

## **INTRODUCTION**

To comply with State regulations, the Town of Poestenkill, will be annually issuing a report describing the quality of your drinking water. The purpose of this report is to raise your understanding of drinking water and awareness of the need to protect our drinking water sources. Last year, your tap water met all State drinking water health standards. We are proud to report that our system did not violate a maximum contaminant level or any other water quality standard. This report provides an overview of last year's water quality. Included are details about where your water comes from, what it contains, and how it compares to State standards.

If you have any questions about this report or concerning your drinking water, please contact Robert Brunet, Poestenkill Water Manager (518-283-5100 Ext.110 or cell 518-542-4960). We want you to be informed about your drinking water. If you want to learn more, please attend any of our regularly scheduled Town Board meetings which are held the third Thursday of each month at 7:00 PM at the Poestenkill Town Hall.

## **WHERE DOES OUR WATER COME FROM?**

In general, the sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activities. Contaminants that may be present in source water include: microbial contaminants; inorganic contaminants; pesticides and herbicides; organic chemical contaminants; and radioactive contaminants. In order to ensure that tap water is safe to drink, the State and the EPA prescribe regulations which limit the amount of certain contaminants in water provided by public water systems. The State Health Department's and the FDA's regulations establish limits for contaminants in bottled water which must provide the same protection for public health.

Our water system purchases its water from the City of Troy, which is then pumped from Troy to Poestenkill, through Brunswick. The City of Troy draws its water from a "Surface Water Supply", the spring fed Tomhannock Reservoir. It is located northeast of the City of Troy. Water flows from the Reservoir to the Troy Water Treatment Plant (TWTP), a complete treatment facility.

Our water system serves approximately 400 service connections with approximately 980 people using water daily. The water is chlorinated as it enters the Town of Poestenkill.

## **ARE THERE CONTAMINANTS IN OUR DRINKING WATER?**

As the State regulations require, we routinely test your drinking water for numerous contaminants. These contaminants include: total coliform, nitrate, nitrite, lead and copper, volatile organic compounds, total trihalomethanes, haloacetic acids, and synthetic organic compounds.

The table presented below depicts which compounds were detected in your drinking water. The State allows us to test for some contaminants less than once per year because the concentrations of these

contaminants do not change frequently. Some of our data, though representative, are more than one year old.

It should be noted that all drinking water, including bottled drinking water, may be reasonably expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the EPA's Safe Drinking Water Hotline (800-426-4791) or the Rensselaer County Department of Health at (518) 270-2632 (Mr. Rich Elder).

Table of Detected Contaminants							
Contaminant	Violation Yes/No	Date of Sample (2020)	Level Detected (Avg/Max) (Range)	Unit Measurement	MCLG	Regulatory Limit (MCL, TT or AL)	Likely Source of Contamination
Chloroform	No	2/3	61.5/62 61-62	Ug/L			Formed by reaction of chlorine with naturally Occurring organics
Chloroform	No	4/1	53.8/54.6 53-54.6	Ug/L			Formed by reaction of chlorine with naturally Occurring organics
Chloroform	No	7/2	75.6/75.8 75.5-75.8	Ug/L			Formed by reaction of chlorine with naturally Occurring organics
Chloroform	No	12/2	52.5/52.6 52.4-52.6	Ug/L			Formed by reaction of chlorine with naturally Occurring organics
Bromodichloromethane	No	2/3	8.15 8.1-8.2	Ug/L			Formed by reaction of chlorine with naturally Occurring organics
Bromodichloromethane	No	4/1	7.2/7.2 7.2-7.2	Ug/L			Formed by reaction of chlorine with naturally Occurring organics
Bromodichloromethane	No	7/2	9.1/9.2 9.1-9.2	Ug/L			Formed by reaction of chlorine with naturally Occurring organics
Bromodichloromethane	No	12/2	8.5/8.6 8.4-8.6	Ug/L			Formed by reaction of chlorine with naturally Occurring organics

Dibromochloromethane	No	2/3	<1.0/<1.0 <1.0-<1.0	Ug/L			Formed by reaction of chlorine with naturally Occurring organics
Dibromochloromethane	No	4/1	<1.0/<1.0 <1.0-<1.0	Ug/L			Formed by reaction of chlorine with naturally Occurring organics
Dibromochloromethane	No	7/2	<1.0/<1.0 <1.0-<1.0	Ug/L			Formed by reaction of chlorine with naturally Occurring organics
Dibromochloromethane	No	12/2	1.3/1.3 1.3-1.3 <1.0-<1.0	Ug/L			Formed by reaction of chlorine with naturally Occurring organics
Bromoform	No	2/3	<1.0/<1.0 <1.0-<1.0	Ug/L			Formed by reaction of chlorine with naturally Occurring organics
Bromoform	No	4/1	<1.0/<1.0 <1.0-<1.0	Ug/L			Formed by reaction of chlorine with naturally Occurring organics
Bromoform	No	7/2	<1.0/<1.0 <1.0-<1.0	Ug/L			Formed by reaction of chlorine with naturally Occurring
Bromoform	No	12/2	<1.0/<1.0 <1.0-<1.0	Ug/L			Formed by reaction of chlorine with naturally Occurring
Total Trihalomethanes	No*	2/3	69.6/70.1 69.2-70.1	Ug/L		80 ug/l	Formed by reaction of chlorine with naturally Occurring organics
Total Trihalomethanes	No*	4/1	61/61.8 60.2-61.8	Ug/L		80 ug/l	Formed by reaction of chlorine with naturally Occurring organics
Total Trihalomethanes	No*	7/2	84.3/85.9 82.8-85.9	Ug/L		80 ug/l	Formed by reaction of chlorine with naturally Occurring organics
Total Trihalomethanes	No*	12/2	62.3/62.3 62.3-62.3	Ug/L		80 ug/l	Formed by reaction of chlorine with naturally Occurring organics

Dibromoacetic Acid	No	2/3	<1.0/<1.0 <1.0-<1.0	Ug/L			Formed by reaction of chlorine with naturally Occurring organics
Dibromoacetic Acid	No	4/1	<1.0/<1.0 <1.0-<1.0	Ug/L			Formed by reaction of chlorine with naturally Occurring organics
Dibromoacetic Acid	No	7/2	<1.0/<1.0 <1.0-<1.0	Ug/L			Formed by reaction of chlorine with naturally Occurring organics
Dibromoacetic Acid	No	12/2	<1.0/<1.0 <1.0-<1.0	Ug/L			Formed by reaction of chlorine with naturally Occurring organics
Dichloroacetic Acid	No	2/3	15.8/16 15.7-16	Ug/L			Formed by reaction of chlorine with naturally Occurring organics
Dichloroacetic Acid	No	4/1	23.9/24 23.9-24	Ug/L			Formed by reaction of chlorine with naturally Occurring organics
Dichloroacetic Acid	No	7/2	6.9/8.0 5.8-8.0	Ug/L			Formed by reaction of chlorine with naturally Occurring organics
Dichloroacetic Acid	No	12/2	6.0/6.3 5.8-6.3	Ug/L			Formed by reaction of chlorine with naturally Occurring organics
Monobromoacetic Acid	No	2/3	<1.0/<1.0 <1.0-<1.0	Ug/L			Formed by reaction of chlorine with naturally Occurring organics
Monobromoacetic Acid	No	4/1	<1.0/<1.0 <1.0-<1.0	Ug/L			Formed by reaction of chlorine with naturally Occurring organics
Monobromoacetic Acid	No	7/2	<1.0/<1.0 <1.0-<1.0	Ug/L			Formed by reaction of chlorine with naturally Occurring organics

Monobromoacetic Acid	No	12/2	<1.0/<1.0 <1.0-<1.0	Ug/L			Formed by reaction of chlorine with naturally Occurring organics
Monochloroacetic Acid	No	2/3	4.4/4.9 3.9-4.9	Ug/L			Formed by reaction of chlorine with naturally Occurring organics
Monochloroacetic Acid	No	4/1	4.8/4.9 4.7-4.9	Ug/L			Formed by reaction of chlorine with naturally Occurring organics
Monochloroacetic Acid	No	7/2	2.1/2.2 2.1-2.2	Ug/L			Formed by reaction of chlorine with naturally Occurring organics
Monochloroacetic Acid	No	12/2	2.1/2.2 2.0-2.2	Ug/L			Formed by reaction of chlorine with naturally Occurring organics
Trichloroacetic Acid	No	2/3	26.9/27.5 26.3-27.5	Ug/L			Formed by reaction of chlorine with naturally Occurring organics
Trichloroacetic Acid	No	4/1	22.2/22.5 21.9-22.5	Ug/L			Formed by reaction of chlorine with naturally Occurring organics
Trichloroacetic Acid	No	7/2	12.2/13.5 11.0-13.5	Ug/L			Formed by reaction of chlorine with naturally Occurring organics
Trichloroacetic Acid	No	12/2	9.2/9.7 8.7-9.7	Ug/L			Formed by reaction of chlorine with naturally Occurring organics
Total Haloacetic Acid	No	2/3	42.6/49.3 45.9-49.3	Ug/L		60 ug/l	Formed by reaction of chlorine with naturally Occurring organics
Total Haloacetic Acid	No	4/1	48.1/48.3 48-48.3	Ug/L		60 ug/l	Formed by reaction of chlorine with naturally Occurring organics



Total Haloacetic Acid	No	7/2	20.2/23.7 16.7-23.7	Ug/L		60 ug/l	Formed by reaction of chlorine with naturally occurring organics
Total Haloacetic Acid	No	12/2	16.3/18.2 14.4-18.2	Ug/L		60 ug/l	Formed by reaction of chlorine with naturally occurring organics
Copper	No	6/16	.04/.09 .01-.09	Mg/L		<1.3 mg/l	Corrosion of household plumbing systems; Erosion of natural deposits; leaching from wood preservatives
Lead	No	6/16	<.001/<.001 <.001/<.001	Mg/L		<.015mg/l	Corrosion of household plumbing systems; Erosion of natural deposits
Nitrates	No	2/3/20	0.305	Mg/L		<0.2-10	Runoff from fertilizer use; Leaching from septic tanks, sewage; Erosion of natural deposits.

- \* Trihalomethane Maximum Contaminant Level (MCL) is based on an average of the four quarterly samples.
- During 2020 we collected and analyzed 12 samples for lead. The level included in the table represents the average for all 12 locations. The MCL was not exceeded at any of the sites we tested.

The following table is provided for Total Haloacetic Acid and Total Trihalomethanes since the MCLs for these contaminants are based upon a Rolling Annual Average.

Total Trihalomethanes	2 <sup>nd</sup> Qtr. 2019	3 <sup>rd</sup> Qtr. 2019	4 <sup>th</sup> Qtr. 2019	1 <sup>st</sup> Qtr. 2020	2 <sup>nd</sup> Qtr. 2020	3 <sup>rd</sup> Qtr. 2020	4 <sup>th</sup> Qtr. 2020
Quarterly Average	39.3	92.7	61.1	69.6	61	84.3	62.3
Rolling Annual Average	-	-	-	65.8	71.1	69.0	66.3
Total Haloacetic Acid	2 <sup>nd</sup> Qtr. 2019	3 <sup>rd</sup> Qtr. 2019	4 <sup>th</sup> Qtr. 2019	1 <sup>st</sup> Qtr. 2020	2 <sup>nd</sup> Qtr. 2020	3 <sup>rd</sup> Qtr. 2020	4 <sup>th</sup> Qtr. 2020
Quarterly Average	44.6	33.3	24.4	42.6	48.1	20.2	16.3
Rolling Annual Average	-	-	-	36.2	37.1	33.8	27.9

### Coliform and E Coli Test Results

<b>Date (2020)</b>	<b>Sample ID:</b>	<b>Result</b>	<b>Analysis Units</b>
1/2	BA00016	Negative	Per ml
2/3	BA01860	Negative	Per ml
3/2	BA03504	Negative	Per ml
4/1	BA05084	Negative	Per ml
5/1	BA06126	Negative	Per ml
6/1	BA07540	Negative	Per ml
7/2	BA09765	Negative	Per ml
8/3	BA11873	Negative	Per ml
9/2	BA13985	Negative	Per ml
10/1	JH2007567	Negative	Per ml
11/2	CREL00313	Negative	Per ml
12/2	BB00823	Negative	Per ml

As the State regulations require, we routinely test your drinking water for numerous contaminants. These contaminants include: total coliform, turbidity, inorganic compounds, nitrate, lead and copper, volatile organic compounds, total trihalomethanes, and synthetic organic compounds. None of the compounds we analyzed for were detected higher than the regulatory level in your drinking water.

**Definitions:**

**Maximum Contaminant Level (MCL):** The highest level of a contaminant that is allowed in drinking water. MCLs are set as close to the MCLGs as feasible.

**Maximum Contaminant Level Goal (MCLG):** The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.

**Maximum Residual Disinfectant Level (MRDL):** The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.

**Maximum Residual Disinfectant Level Goal (MRDLG):** The level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contamination.

**Action Level (AL):** The concentration of a contaminant which, if exceeded, triggers treatment or other requirements which a water system must follow.

**Treatment Technique (TT):** A required process intended to reduce the level of a contaminant in drinking water.

**Level 1 Assessment:** A Level 1 assessment is an evaluation of the water system to identify potential problems and determine, if possible, why total coliform bacteria have been found in our water system.

**Level 2 Assessment:** A Level 2 assessment is an evaluation of the water system to identify potential problems and determine, if possible, why an *E. coli* MCL violation has occurred and/or why total coliform bacteria have been found in our water system on multiple occasions.

**Non-Detects (ND):** Laboratory analysis indicates that the constituent is not present.

**Nephelometric Turbidity Unit (NTU):** A measure of the clarity of water. Turbidity in excess of 5 NTU is just noticeable to the average person.

**Milligrams per liter (mg/l)**: Corresponds to one part of liquid in one million parts of liquid (parts per million - ppm).

**Micrograms per liter (ug/l)**: Corresponds to one part of liquid in one billion parts of liquid (parts per billion - ppb).

**Nanograms per liter (ng/l)**: Corresponds to one part of liquid to one trillion parts of liquid (parts per trillion - ppt).

**Picograms per liter (pg/l)**: Corresponds to one part per of liquid to one quadrillion parts of liquid (parts per quadrillion – ppq).

**Picocuries per liter (pCi/L)**: A measure of the radioactivity in water.

**Millirems per year (mrem/yr)**: A measure of radiation absorbed by the body.

**Million Fibers per Liter (MFL)**: A measure of the presence of asbestos fibers that are longer than 10 micrometers.

## WHAT DOES THIS INFORMATION MEAN?

As you can see by the table, our system had no violations. We have learned through our testing that some contaminants have been detected; however, these contaminants were detected below New York State requirements. We are required to present the following information on lead in drinking water:

### Lead:

If present, elevated levels of lead can cause serious health problems, especially for pregnant women, infants, and young children. It is possible that lead levels at your home may be higher than at other homes in the community as a result of materials used in your home's plumbing. The Town of Poestenkill is responsible for providing high quality drinking water, but cannot control the variety of materials used in plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water for drinking or cooking. If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline (1-800-426-4791) or at <http://www.epa.gov/safewater/lead>.

### Nitrate :

As you can see by the table, our system had no violations, but we have learned through our testing that some contaminants have been detected; however, these contaminants were detected below New York State requirements. Although nitrate was detected below the MCL, it was detected at .305 Mg/ L. Therefore, we are required to present the following information on nitrate in drinking water:

“Nitrate in drinking water at levels above 10 mg/l is a health risk for infants of less than six months of age. High nitrate levels in drinking water can cause blue baby syndrome. Nitrate levels may rise quickly for short periods of time because of rainfall or agricultural activity. If you are caring for an infant, you should ask for advice from your health care provider.”

## **IS OUR WATER SYSTEM MEETING OTHER RULES THAT GOVERN OPERATIONS?**

During 2020, our system was in compliance with applicable State drinking water operating, monitoring and reporting requirements.

## **DO I NEED TO TAKE SPECIAL PRECAUTIONS?**

Although our drinking water met or exceeded state and federal regulations, some people may be more vulnerable to disease causing microorganisms or pathogens in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice from their health care provider about their drinking water. EPA/CDC guidelines on appropriate means to lessen the risk of infection by Cryptosporidium, Giardia and other microbial pathogens are available from the Safe Drinking Water Hotline (800-426-4791).

## **WHY SAVE WATER AND HOW TO AVOID WASTING IT?**

Although our system has an adequate amount of water to meet present and future demands, there are a number of reasons why it is important to conserve water:

- ◆ Saving water saves energy and some of the costs associated with both of these necessities of life;
- ◆ Saving water reduces the cost of energy required to pump water and the need to construct costly new wells, pumping systems and water towers; and
- ◆ Saving water lessens the strain on the water system during a dry spell or drought, helping to avoid severe water use restrictions so that essential firefighting needs are met.

You can play a role in conserving water by becoming conscious of the amount of water your household is using, and by looking for ways to use less whenever you can. It is not hard to conserve water. Conservation tips include:


- ◆ Automatic dishwashers use 15 gallons for every cycle, regardless of how many dishes are loaded. So get a run for your money and load it to capacity.
- ◆ Turn off the tap when brushing your teeth.
- ◆ Check every faucet in your home for leaks. Just a slow drip can waste 15 to 20 gallons a day. Fix it and you can save almost 6,000 gallons per year.
- ◆ Check your toilets for leaks by putting a few drops of food coloring in the tank, watch for a few minutes to see if the color shows up in the bowl. It is not uncommon to lose up to 100 gallons a day from one of these otherwise invisible toilet leaks. Fix it and you save more than 30,000 gallons a year.

## **CLOSING**

Thank you for allowing us to continue to provide your family with quality drinking water this year. In order to maintain a safe and dependable water supply we sometimes need to make improvements that will benefit all of our customers. The costs of these improvements may be reflected in the rate structure. Rate adjustments may be necessary in order to address these improvements. We have no such plans in the works at this time; however, as water standards become more challenging, as I expect, the need may arise to plan for improvements. We ask that all our customers to help us protect our water sources, which are the heart of our community. Please call our office if you have questions.

If you have any questions about this report or concerning your drinking water, please contact me, Robert Brunet, Poestenkill Water Manager 518- 283-5100 Ext. 110 or my cell 518-542-4960. We want you to be informed about your drinking water.

Respectfully submitted,

A handwritten signature in cursive script that reads "Robert Brunet".

Robert L. Brunet, P.E.  
Water Manager



TOWN OF POESTENKILL  
HIGHWAY DEPARTMENT  
38 DAVIS DRIVE  
(518) 283-4144 GARAGE  
(518) 283-7550 FAX

**APPLICATION FOR DRIVEWAY ENTRANCE TO TOWN HIGHWAY OR STREET**

Applicant Name \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone Number \_\_\_\_\_

Property Location (include plot plan with proposed driveway location sketched on reverse side of this sheet) \_\_\_\_\_  
\_\_\_\_\_

Inspections are to be performed by the Town Highway Superintendent prior to, and following construction. Please call (518) 283-4144 to make arrangements. A Certificate of Occupancy may be issued after final approval.

Please note – driveways entering from County or State highways need approval of their respective engineers.

**PRELIMINARY APPROVAL:**

\_\_\_\_\_  
Date Signature of Highway Superintendent  
COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FINAL APPROVAL:**

\_\_\_\_\_  
Date Signature of Highway Superintendent

Slope initial 8 feet of driveway;  
down 3 inches from edge of  
Pavement

Driveway culvert to have minimum  
size of 15 inches; minimum 12 inch  
cover. Culvert to be located  
in ditchline.

**TOWN OF BRUNSWICK  
HIGHWAY DEPARTMENT  
336 Town Office Road  
Troy, New York 12180  
Telephone: 518 279-3461**

**APPLICATION FOR ROAD AND DRIVEWAY/CULVERT PERMIT  
Permit Fee \$100.00**

APPLICANT

Name (Print): \_\_\_\_\_ Signature: \_\_\_\_\_

Phone number: \_\_\_\_\_ Address: \_\_\_\_\_

Property Location: (plot plan with proposed driveway location sketch on reverse side or attach)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

GRANTED  NOT GRANTED

DATE: \_\_\_\_\_ HIGHWAY SUPERINTENDENT: \_\_\_\_\_

(The Town Highway Department must approve drainage, including culvert if required, after construction. Culvert shall be of lined plastic and designed for traffic loading. Thin walled metal or plastic pipe is not acceptable.)

FINAL APPROVAL GRANTED  NOT GRANTED

DATE: \_\_\_\_\_ HIGHWAY SUPERINTENDENT: \_\_\_\_\_

- Initial 10' of driveway starting at edge of existing highway pavement to be constructed with a negative grade away from the edge of existing highway pavement.
- Driveway culvert if required shall be a minimum diameter of 12" with a minimum of 12" of coverage.

COMMENTS: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\*The applicant will be responsible for any and all damage to the roadway as determined by the Town Superintendent of Highways. The Town Superintendent of Highways will determine what type of repair work is to be performed. The cost of this work will be the responsibility of the applicant. By signing this document the applicant agrees to bear all associated repair costs or as determined by the Town Superintendent of Highways.

TOWN OF BRUNSWICK  
RECOMMENDED STANDARDS FOR RESIDENTIAL DRIVEWAYS  
AND  
PRIVATE ROADS

1. Definitions:

a. Residential Driveway - any entrance or exit used by vehicular traffic to or from a one or two family residence, 30' to 150' in length.

b. Private Road - any entrance or exit used by vehicular traffic to or from a one or two family residence, more than 150' in length.

2. Standards:

a. Residential Driveway - 12' travelled width, 3' wide shoulder on each side, and if driveway runs transverse to a slope, a 3' wide and 1' deep (minimum) drainage swale between the shoulder and existing grade on the uphill side (see residential driveway detail). Maximum grade may not exceed 15 per cent (15' of rise per 100' of length).

b. Private Road - same as residential driveway, but travelled width must be a minimum of 16' (see private road detail). Maximum grade may not exceed 12 per cent (12' of rise per 100' of length). *Appendix D*

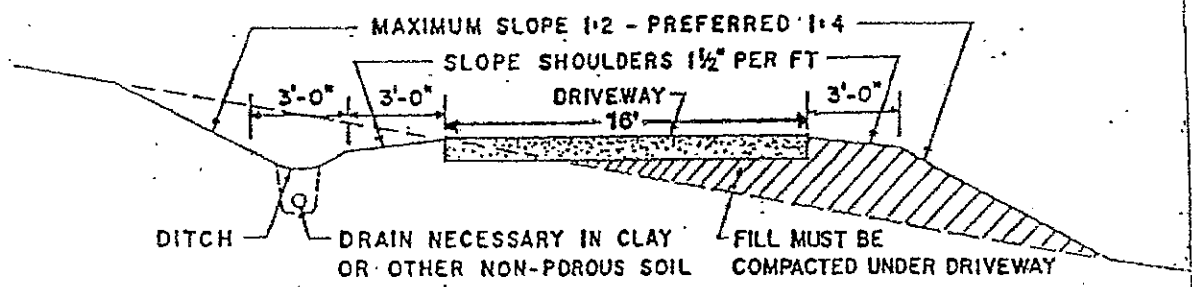
c. All trees must be limbed to a height of 16' above ground elevation over the entire width of a residential driveway or private road (travelled portion and shoulder) to allow free passage of vehicles.

d. Space must be provided on a lot sufficient to construct, at a minimum, a "T" type turnaround at the end of a residential driveway or private road. The type of turnaround to be constructed, if any, will be at the sole discretion of the Town of Brunswick Planning Board and will be based on such factors as length, grades and the surrounding topography of the residential driveway or private road.

e. All residential driveway or private road construction will be in accordance with the Street and Roadway Ordinance of the Town of Brunswick and the New York State Department of Transportation Manual "Policy and Standards for Entrances to State Highways"

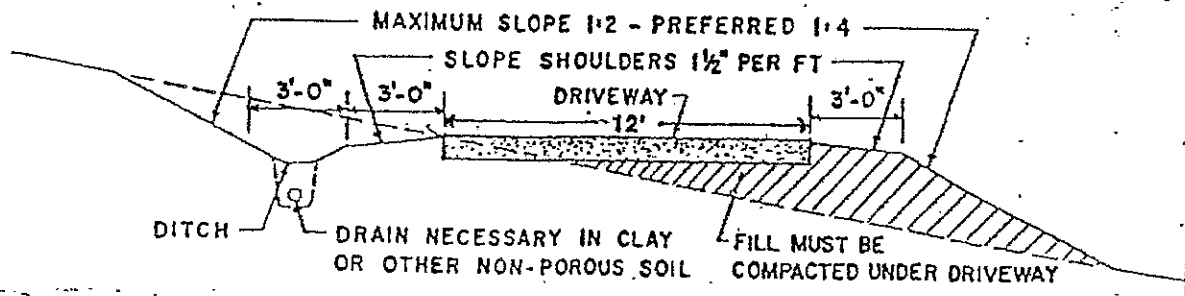


# PRIVATE ROAD CROSS-SECTION



NOT TO SCALE

# RESIDENTIAL DRIVEWAY CROSS-SECTION



NOT TO SCALE

## APPENDIX D

# FIRE APPARATUS ACCESS ROADS

### SECTION D101 GENERAL

**D101.1 Scope.** Fire apparatus access roads shall be in accordance with this appendix and all other applicable requirements of the *Fire Code of New York State*.

### SECTION D102 REQUIRED ACCESS

**D102.1 Access and loading.** Facilities, buildings or portions of buildings hereafter constructed shall be accessible to fire department apparatus by way of an *approved* fire apparatus access road with an asphalt, concrete or other *approved* driving surface capable of supporting the imposed load of fire apparatus weighing up to 75,000 pounds (34 050 kg).

### SECTION D103 MINIMUM SPECIFICATIONS

**D103.1 Access road width with a hydrant.** Where a fire hydrant is located on a fire apparatus access road, the minimum road width shall be 26 feet (7925 mm), exclusive of shoulders (see Figure D103.1).

**D103.2 Grade.** Fire apparatus access roads shall not exceed 10 percent in grade.

**Exception:** Grades steeper than 10 percent as *approved* by the *fire code official*.

**D103.3 Turning radius.** The minimum turning radius shall be determined by the *fire code official*.

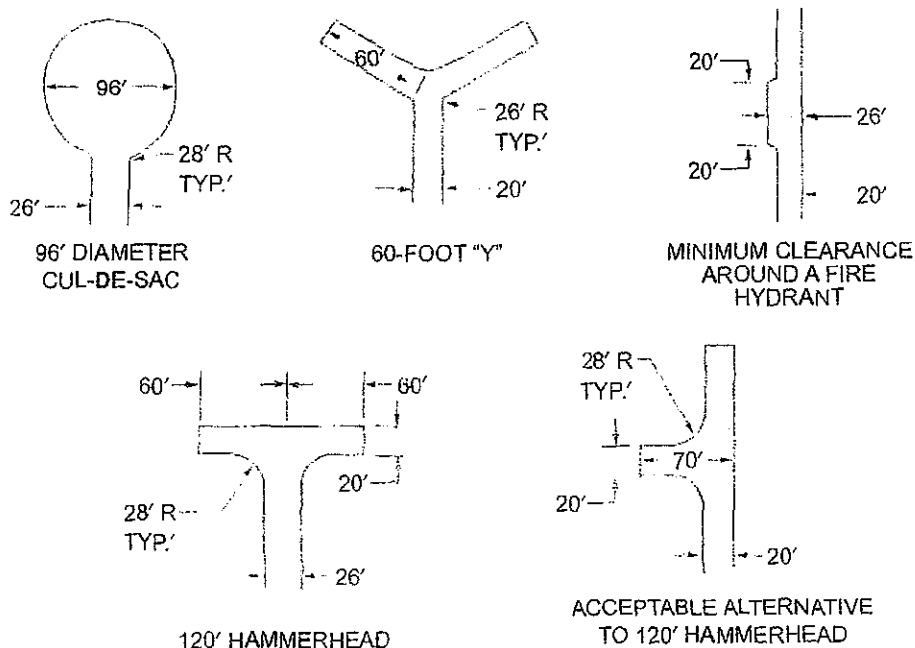
**D103.4 Dead ends.** Dead-end fire apparatus access roads in excess of 150 feet (45 720 mm) shall be provided with width and turnaround provisions in accordance with Table D103.4.

**TABLE D103.4  
REQUIREMENTS FOR DEAD-END  
FIRE APPARATUS ACCESS ROADS**

LENGTH (feet)	WIDTH (feet)	TURNAROUNDS REQUIRED
0-150	20	None required
151-500	20	120-foot Hammerhead, 60-foot "Y" or 96-foot diameter cul-de-sac in accordance with Figure D103.1
501-750	26	120-foot Hammerhead, 60-foot "Y" or 96-foot diameter cul-de-sac in accordance with Figure D103.1
Over 750		Special approval required

For SI: 1 foot = 304.8 mm.

**D103.5 Fire apparatus access road gates.** Gates securing the fire apparatus access roads shall comply with all of the following criteria:



For SI: 1 foot = 304.8 mm.

**FIGURE D103.1  
DEAD-END FIRE APPARATUS ACCESS ROAD TURNAROUND**

## Michelle Asquith

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**From:** Thomas Field <TField@ryanbiggs.com>  
**Sent:** Monday, March 08, 2021 3:10 PM  
**To:** DJ Goyer  
**Cc:** Everett Quackenbush; Jack Healy; khammond@poestenkillny.com; DJ Goyer  
**Subject:** Poestenkill Mine Permit Renewal 2021  
**Attachments:** P12789-Civil Proposal.pdf; P12789-Technical Assumptions.pdf; P12789-Topographic Survey Proposal.pdf

DJ,  
I am attaching our Mine Permit renewal proposals. There are two separate proposals – one for survey with technical assumptions and one for the permit engineering. The survey proposal includes the required state wage rates. Please feel free to call me if you have any questions on the proposals.

Thomas H. Field III, P.E. | Senior Associate  
RYAN BIGGS | CLARK DAVIS  
ENGINEERING & SURVEYING, D.P.C.  
257 Ushers Road | Clifton Park, NY 12065  
p 518 406.5506 ext 309 | f 518 406.5514  
c 518 610 3698  
[website](#) | [blog](#) | [company linkedin](#) | [connect with me on linkedin](#)  
*Certified WBE in NY & MA*



**RYAN BIGGS**  
**CLARK DAVIS**  
ENGINEERING & SURVEYING

March 2, 2021

David Goyer, Highway Superintendent  
Town of Poestenkill  
PO Box 210 / 38 Davis Drive  
Poestenkill, NY 12140

**Re: Town of Poestenkill Gravel Mine**  
**NYSDEC ID No. 4-3838-00005 / MLF No. 40229**  
**Town of Poestenkill, Rensselaer County, New York**  
**Ryan Biggs | Clark Davis P12789**

Dear DJ:

We are pleased to offer this proposal for professional land surveying services in connection with the Town of Poestenkill Gravel Mine Permit renewal. It is our understanding that the additional work is needed to update the mining permit.

Ryan Biggs | Clark Davis Engineering & Surveying, D.P.C., (Ryan Biggs | Clark Davis) and Town of Poestenkill (Client) agree as set forth below.

#### **A. SCOPE OF SERVICES**

The scope of services provided by Ryan Biggs | Clark Davis will be as follows:

1. Perform a topographic survey of any place that the ground contours appeared to have changed in the life of mine area.
2. Client to obtain existing site information, including topographic surveys, boundary surveys, construction as-builts, and previous site design plans and details and provide to our office.
3. Prepare a Topographic Base Map of the survey showing any visible improvements within the survey limits, if accessible for location, the contour interval will be two (2) feet.

**The following services are not included in Ryan Biggs | Clark Davis' proposed fee. If requested, Ryan Biggs | Clark Davis can be retained to provide additional scope items as noted in the Additional Services section of the Terms and Conditions.**

1. Conduct a Utility Location (Underground utility location).
2. Provide Geotechnical testing, wetland survey and mapping.

3. Attendance at town planning, zoning board meetings, and completion of forms and applications are not included in the estimated survey fee and will be billed as time and materials according to the attached rate schedule if survey personnel are requested.
4. Highway boundary and property line survey and determination.

**B. COMPENSATION FOR PROFESSIONAL SERVICES**

Ryan Biggs | Clark Davis will perform the listed services for a fixed fee of \$4,200.

**C. COMPENSATION FOR EXPENSES**

Reimbursable expenses incurred by Ryan Biggs | Clark Davis for the project are included in the fee.

**D. TERMS AND CONDITIONS**

**1. Billing and Payment**

- a. Invoices will be sent monthly.
- b. Payment shall be mailed to:  
Ryan Biggs | Clark Davis Engineering & Surveying, D.P.C., 257 Ushers Road, Clifton Park, New York 12065.
- c. Client will pay Ryan Biggs | Clark Davis the full amount of each invoice within 10 days of receiving payment from their client on invoices which include fees for work performed by Ryan Biggs | Clark Davis.
- d. After 90 days, interest charges will be added to unpaid accounts at a monthly rate of 1 percent of the unpaid balance and accrued monthly until account is paid in full.
- d. If the Client fails to make payments to Ryan Biggs | Clark Davis in accordance with this agreement, such failure shall be considered substantial nonperformance and cause for termination, or at Ryan Biggs | Clark Davis' option, cause for suspension of performance of services under this agreement. If services are suspended, Ryan Biggs | Clark Davis shall have no liability to the Client for delay or damage caused the Client because of such suspension of services. Before resuming services, Ryan Biggs | Clark Davis shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of Ryan Biggs | Clark Davis' services. Ryan Biggs | Clark Davis' fees for the remaining services and the time schedules shall be equitably adjusted.

## 2. Standard Hourly Rates

- a. Ryan Biggs | Clark Davis' current rates are as follows:

<u>Personnel</u>	<u>Hourly Rates</u>
Principal/Principal Consultant	\$225
Principal Associate	200
Senior Associate	175
Associate	160
Senior Engineer	145
Chief Surveyor	130
Professional/Restoration Engineer	130
Design Engineer II	120
Design Engineer I/Technician	110
Senior CADD	90
CADD	80
Non-Technical	55

- b. After 6 months, the hourly rates may increase at the discretion of Ryan Biggs | Clark Davis and may increase annually thereafter.
- c. Current Prevailing Wage Rates for Rensselaer County will be paid for field time.

## 3. Additional Services

- a. Services not indicated, or which are subsequently requested, either verbally or in writing, will be considered additional services. The fee will be based upon either a mutually agreed fixed fee or an hourly basis at rates in effect at the time the services are performed, plus reimbursable expenses as previously defined.
- b. If the resolution of Contractor errors or omissions requires additional time by Ryan Biggs | Clark Davis, this will be considered additional services.
- c. Surveying services requested to modify the Contract Documents in order to bring the construction cost within a budget limitation established by the Client will be considered additional services.

## 4. Client's Responsibilities

Client shall make available to Ryan Biggs | Clark Davis all records and data pertinent to the project and will give all reasonable assistance to Ryan Biggs | Clark Davis in obtaining such additional information as may be required. Client shall provide access to and make all provisions for Ryan Biggs | Clark Davis to enter upon public and private lands as required by Ryan Biggs | Clark Davis to perform such work as surveys and observations in the development of the project.

## 5. Hazardous and Asbestos-Containing Materials

Ryan Biggs | Clark Davis shall have no responsibility for the discovery, presence, or removal of any hazardous material, including mold, asbestos-containing material, lead-based paint, or contaminated soil; but as an additional service, Ryan Biggs | Clark Davis

will assist the Client, if requested, in securing the services of a hazardous waste removal consultant.

Prior to performing removals, the Owner is responsible for retaining a specialty consultant to investigate for the presence of hazardous material and notify Ryan Biggs | Clark Davis of the presence of any hazardous material.

## **6. Existing Conditions**

Certain assumptions must be made regarding existing conditions, some of which may be concealed or cannot be investigated by reasonable visual observations, and because some of these assumptions cannot be verified without expending great sums of additional money or destroying otherwise serviceable portions of the site, the Client agrees that except for negligence on the part of Ryan Biggs | Clark Davis, the Client will hold harmless and indemnify Ryan Biggs | Clark Davis for and against any and all claims, damages, awards, and costs of defense arising out of the professional services provided under this agreement.

## **7. Documents**

All documents produced by Ryan Biggs | Clark Davis under this agreement are instruments of professional service. Upon completion and payment for services, the documents become the property of Client. The documents may not be modified by this Client for any other endeavor without the written consent of Ryan Biggs | Clark Davis.

## **8. Electronic Media**

- a. Electronic media refers to CAD files, BIM files, or any other exchange of non-tangible documentation.
- b. Any use or reuse of altered electronic media files by the Client or others after the final document submittal, without written verification by Ryan Biggs | Clark Davis or adaptation for the specific purpose intended will be at the Client's risk and full legal responsibility. Furthermore, the Client will, to the fullest extent permitted by law, indemnify and hold Ryan Biggs | Clark Davis harmless from any and all claims, suits, liability, demands, or costs arising out of or resulting therefrom. Any verification of such adaptation by the Client will entitle Ryan Biggs | Clark Davis to additional compensation at its current rates.
- c. Because data stored on electronic media can deteriorate undetected or be modified without Ryan Biggs | Clark Davis' knowledge, the Client agrees that Ryan Biggs | Clark Davis will not be held liable for the completeness or correctness of the electronic media after an acceptance period of 30 days after delivery of the electronic files. Ryan Biggs | Clark Davis does confirm the accuracy of the final sealed hard copy drawings.

The electronic files are submitted to the Client for a 30-day acceptance period. During this period, the Client may review and examine these files, and any errors detected during this time will be corrected by Ryan Biggs | Clark Davis as part of the basic agreement. Any changes requested after the acceptance period will be considered additional services to be performed on a time and materials basis at Ryan Biggs | Clark Davis' standard cost plus terms and conditions.

- d. The submitted data files are intended to work only as described in the agreement. These files are compatible only with the CAD software and operating system noted on the electronic data files. Ryan Biggs | Clark Davis makes no warranty as to the compatibility of these files beyond the specified release of the software stated above.

## 9. Allocation of Risk

### Professional Standards

The only obligation of Ryan Biggs | Clark Davis and its employees is to meet normal professional standards in performing its obligations under this agreement. Apart from such obligation there is no representation, warranty, guarantee, or other obligation of Ryan Biggs | Clark Davis or its employees arising out of this proposal, its acceptance, the provisions of services, or the relationship between the parties in respect to any of them. The cumulative liability of Ryan Biggs | Clark Davis and its employees for all types of damages incurred or suffered as a result of any breach of such obligation, howsoever arising, (including negligence) shall be limited in the aggregate to \$50,000 or fee received, whichever is larger.

If a required item or component of the project is omitted from Ryan Biggs | Clark Davis' Contract Documents by Ryan Biggs | Clark Davis error, Ryan Biggs | Clark Davis shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the project or otherwise adds value or betterment to the project. In no event will Ryan Biggs | Clark Davis be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

### Indemnification

- a. The Client agrees to indemnify and hold harmless Ryan Biggs | Clark Davis and its employees (**and Subconsultants**) from and against any and all damages, losses, liabilities, or costs, including reasonable attorneys' fees, and defense costs arising out of or resulting from the performance of the services, provided and to the extent that all such damages, losses, liabilities, or costs are caused by the negligent act or omission of the Client.
- b. Ryan Biggs | Clark Davis agrees to indemnify and hold Client, its officers, directors, and employees (collectively, Client) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, but only to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the Consultant is legally liable.

Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

- c. Ryan Biggs | Clark Davis will require a matching indemnification from any Subconsultant/Subcontractor retained for this project.



## **General Liability**

- a. The limit of liability for General Liability insurance is \$1,000,000 per occurrence, \$2,000,000 aggregate.
- b. Ryan Biggs | Clark Davis shall file with the Client, certificates evidencing the required insurance and naming the Client as an additional insured with respect to the Client's project name and number for claims against the Client, provided and to the extent that all such claims are caused by Ryan Biggs | Clark Davis.

## **10. Taxes**

All taxes or fees on services applicable to this contract enacted by local, state, or federal government subsequent to the date of this contract and based on gross receipts or revenues will be added to amounts due under this contract, in accordance with any such fees or taxes.

## **11. Termination of Services**

This agreement can be terminated by either party upon receipt of a 30-day written notice. Ryan Biggs | Clark Davis will be paid in full for all services and reimbursements provided up to the date of termination.

## **12. Agreement Form and Period**

- a. The scope and fee indicated are predicated upon execution of this proposal in this form including all terms and conditions. Alternative forms of contract or revision proposed by the Client will require reevaluation of the scope and fee by Ryan Biggs | Clark Davis.
- b. This proposal is valid for a period of 60 days from the date on the first page.

## **13. Contract Disputes**

If a dispute arises out of or related to this contract or breach thereof, and if the said dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation using the Mediation Rules of the American Arbitration Association before seeking settlement in a judicial forum.

## **14. Third-Party Exclusion**

This agreement does not create any right or benefits for parties other than Ryan Biggs | Clark Davis and the Client.

## **E. SCHEDULE**

The schedule as proposed by us is as follows: Upon notice to proceed Ryan Biggs | Clark Davis will begin work within two weeks; the duration of the work would be approximately two weeks; dependent upon contractual commitments at the time this agreement is executed.

Thank you for considering us for this project. We look forward to working with you.

Your signature in the space provided indicates your understanding and acceptance of the provisions set forth herein. Please return (1) one signed copy of this proposal to:

Ryan Biggs | Clark Davis Engineering & Surveying, D.P.C.  
257 Ushers Road  
Clifton Park, New York 12065  
by mail or [contracts@ryanbiggs.com](mailto:contracts@ryanbiggs.com) by e-mail.

Agreed to by:  
RYAN BIGGS | CLARK DAVIS  
ENGINEERING & SURVEYING, D.P.C.

CLIENT: TOWN OF POESTENKILL



\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Everett R. Quackenbush, Jr. PLS  
Chief Surveyor/Associate

\_\_\_\_\_  
March 2, 2021  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Client Project No. or Purchase Order No.

Enclosures

1. Technical Assumptions



**RYAN BIGGS**  
**CLARK DAVIS**  
ENGINEERING & SURVEYING

TECHNICAL ASSUMPTIONS

Project No.: P12789  
Project Description: Topographic Survey  
Project Location: Town of Poestenkill Gravel Mine  
Date: March 2, 2021

GENERAL

1. For the purpose of this document Ryan Biggs | Clark Davis Engineering & Surveying, D.P.C. shall be referred to as Ryan Biggs | Clark Davis.
2. Attendance by Ryan Biggs | Clark Davis personnel at meetings is not included in this proposal. If requested to attend meetings this will be invoiced as time and expenses in addition to the agreed upon fees.
3. Task level administration, supervision, coordination, and QA/QC are included in this proposal.
4. Ryan Biggs | Clark Davis shall conduct all surveys and provide digital terrain data required for design.
5. The horizontal datum shall be the New York State Plane Coordinate System (NAD83).
6. The vertical datum shall be NAVD 88.
7. Two persons will make up the survey party.
8. Travel time to and from the project site is included in the survey efforts.
9. Survey field days included in this proposal assume clear access to grades and site areas. If field survey must be conducted with site interference, including but not limited to, snow and/or ice conditions, unforeseen heavy traffic, or parked vehicles then the field hours will increase and be invoiced accordingly.
10. There is no time included in this proposal for field survey and mapping of Geotechnical Investigations or Wetlands.
11. Conduct a field survey to locate all discernable topographic changes within the survey limits.
12. Update the existing mapping.



**RYAN BIGGS**  
**CLARK DAVIS**  
ENGINEERING & SURVEYING

**March 8, 2021**

**David Goyer  
Highway Superintendant  
Town of Poestenkill  
P.O. Box 210  
38 Davis Drive  
Poestenkill, NY 12140**

**Re: Gravel Mine Permit Renewal 2021  
Town of Poestenkill  
Ryan Biggs | Clark Davis Proposal Number P12789**

Dear DJ:

We are pleased to offer this proposal for civil engineering and land surveying services in connection with the renewal of the Town's gravel mine permit. We understand that the permit renewal needs to be filed with DEC by April 2021. Our work would include an updated survey of the areas of the mine that have been active since your last renewal in 2016 (see separate proposal) as well as preparing the necessary permit materials.

Ryan Biggs | Clark Davis Engineering & Surveying, D.P.C. (Ryan Biggs | Clark Davis) and the Town of Poestenkill (Client) agree as set forth below.

**A. SCOPE OF SERVICES**

The scope of services provided by Ryan Biggs | Clark Davis will be as follows:

1. Utilize the base mapping prepared by our survey department (separate proposal) to be used in the permit application documents.
2. Prepare Mining Maps meeting the DEC requirements for renewal.
3. Prepare a Mining and Reclamation Narrative Report.
4. Complete the Mine Permit Application for your signature.
5. Submit the material to DEC on your behalf.

**The following services are not included in Ryan Biggs | Clark Davis' proposed fee. If requested, Ryan Biggs | Clark Davis can be retained to provide additional scope items as noted in the Additional Services section of the Terms and Conditions.**

1. Survey - will be prepared under a separate proposal.
2. Stormwater Pollution Prevention Plan

3. SEQR Processing
4. Application for additional Environmental Permits

**B. COMPENSATION FOR PROFESSIONAL SERVICES**

Ryan Biggs | Clark Davis will perform the listed services on an hourly basis for an estimated fee of \$4,725 plus the reimbursable expenses listed in C below. Because the project will be subject to the review of DEC and the scope of services may change, our fee is an estimate only. If the estimate is expected to be exceeded, we will notify you. We will only invoice for the time actually spent on the work.

**C. COMPENSATION FOR EXPENSES**

Reimbursable expenses incurred by Ryan Biggs | Clark Davis for the project are in addition to the fee and shall include the following: reproductions, printing, duplicating, binding, postage, shipping, and courier services, travel mileage. We estimate these expenses at \$50.

1. Reimbursable expenses will be billed monthly for the actual cost of expenditures plus a 10 percent administrative fee.

**D. TERMS AND CONDITIONS**

**1. Billing and Payment**

- a. Invoices will be sent monthly.
- b. Payment shall be mailed to:  
Ryan Biggs | Clark Davis Engineering & Surveying, P.C., 257 Ushers Road, Clifton Park, New York 12065.
- c. Client will pay Ryan Biggs | Clark Davis the full amount of each invoice within 10 days of receiving payment from their client on invoices which include fees for work performed by Ryan Biggs | Clark Davis.
- d. After 90 days, interest charges will be added to unpaid accounts at a monthly rate of 1 percent of the unpaid balance and accrued monthly until account is paid in full.

**2. Standard Hourly Rates**

- a. Ryan Biggs | Clark Davis' current rates are as follows:

<u>Personnel</u>	<u>Hourly Rates</u>
Principal	\$225
Principal Associate	200
Senior Associate	175
Associate	160
Senior Engineer	145
Chief Surveyor	130
Professional/Restoration Engineer	130
Design Engineer II	120
Design Engineer I/Technician	110
Senior CADD	90
CADD	80

- b. After 6 months, the hourly rates may increase at the discretion of Ryan Biggs | Clark Davis and may increase annually thereafter.

### **3. Additional Services**

- a. Services not indicated or which are subsequently requested, either verbally or in writing, will be considered additional services. The fee will be based upon either a mutually agreed fixed fee or an hourly basis at rates in effect at the time the services are performed, plus reimbursable expenses as previously defined.
- b. If the resolution of Contractor errors or omissions requires additional time by Ryan Biggs | Clark Davis, this will be considered additional services.
- c. Engineering services requested to modify the Contract Documents in order to bring the construction cost within a budget limitation established by the Client will be considered additional services.

### **4. Client's Responsibilities**

Client shall make available to Ryan Biggs | Clark Davis all records and data pertinent to the project and will give all reasonable assistance to Ryan Biggs | Clark Davis in obtaining such additional information as may be required. Client shall provide access to and make all provisions for Ryan Biggs | Clark Davis to enter upon public and private lands as required by Ryan Biggs | Clark Davis to perform such work as surveys and observations in the development of the project.

### **5. Hazardous and Asbestos-Containing Materials**

Ryan Biggs | Clark Davis shall have no responsibility for the discovery, presence, or removal of any hazardous material, including mold, asbestos-containing material, lead-based paint, or contaminated soil; but as an additional service, Ryan Biggs | Clark Davis will assist the Client, if requested, in securing the services of a hazardous waste removal consultant.

Prior to performing removals, the Owner is responsible for retaining a specialty consultant to investigate for the presence of hazardous material and notify Ryan Biggs | Clark Davis of the presence of any hazardous material.

### **6. Existing Conditions**

Certain assumptions must be made regarding existing conditions, some of which may be concealed or cannot be investigated by reasonable visual observations, and because some of these assumptions cannot be verified without expending great sums of additional money or destroying otherwise serviceable portions of the site, the Client agrees that except for negligence on the part of Ryan Biggs | Clark Davis, the Client will hold harmless and indemnify Ryan Biggs | Clark Davis for and against any and all claims, damages, awards, and costs of defense arising out of the professional services provided under this agreement.

### **7. Documents**

- a. All documents produced by Ryan Biggs | Clark Davis under this agreement are instruments of professional service. Upon completion and payment for services, the documents become the property of Client. The documents may not be modified by this Client for any other endeavor without the written consent of Ryan Biggs | Clark Davis.

## **8. Electronic Media**

- a. Electronic media refers to CAD files, BIM files, or any other exchange of non-tangible documentation.
- b. Any use or reuse of altered electronic media files by the Client or others after the final document submittal, without written verification by Ryan Biggs | Clark Davis or adaptation for the specific purpose intended will be at the Client's risk and full legal responsibility. Furthermore, the Client will, to the fullest extent permitted by law, indemnify and hold Ryan Biggs | Clark Davis harmless from any and all claims, suits, liability, demands, or costs arising out of or resulting therefrom. Any verification of such adaptation by the Client will entitle Ryan Biggs | Clark Davis to additional compensation at its current rates.
- c. Because data stored on electronic media can deteriorate undetected or be modified without Ryan Biggs | Clark Davis' knowledge, the Client agrees that Ryan Biggs | Clark Davis will not be held liable for the completeness or correctness of the electronic media after an acceptance period of 30 days after delivery of the electronic files. Ryan Biggs | Clark Davis does confirm the accuracy of the final sealed hard copy drawings.

The electronic files are submitted to the Client for a 30-day acceptance period. During this period, the Client may review and examine these files, and any errors detected during this time will be corrected by Ryan Biggs | Clark Davis as part of the basic agreement. Any changes requested after the acceptance period will be considered additional services to be performed on a time and materials basis at Ryan Biggs | Clark Davis' standard cost plus terms and conditions.

- d. The submitted data files are intended to work only as described in the agreement. These files are compatible only with the CAD software and operating system noted on the electronic data files. Ryan Biggs | Clark Davis makes no warranty as to the compatibility of these files beyond the specified release of the software stated above.

## **9. Allocation of Risk**

### **Professional Standards**

The only obligation of Ryan Biggs | Clark Davis and its employees is to meet normal professional standards in performing its obligations under this agreement. Apart from such obligation there is no representation, warranty, guarantee, or other obligation of Ryan Biggs | Clark Davis or its employees arising out of this proposal, its acceptance, the provisions of services, or the relationship between the parties in respect to any of them. The cumulative liability of Ryan Biggs | Clark Davis and its employees for all types of damages incurred or suffered as a result of any breach of such obligation, howsoever arising, (including negligence) shall be limited in the aggregate to \$50,000 or fee received, whichever is larger.

If a required item or component of the project is omitted from Ryan Biggs | Clark Davis' Contract Documents by Ryan Biggs | Clark Davis error, Ryan Biggs | Clark Davis shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the project or otherwise adds value or betterment to the project. In no event will Ryan Biggs | Clark Davis be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

### **Indemnification**

- a. The Client agrees to indemnify and hold harmless Ryan Biggs | Clark Davis and its employees from and against any and all damages, losses, liabilities or costs, including reasonable attorneys' fees, and defense costs arising out of or resulting from the performance of the services, provided and to the extent that all such damages, losses, liabilities or costs are caused by the negligent act or omission of the Client.
- b. Ryan Biggs | Clark Davis agrees to indemnify and hold Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, but only to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the Consultant is legally liable.

Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

- c. Ryan Biggs | Clark Davis will require a matching indemnification from any Subconsultant/Subcontractor retained for this project.
- d. The Client acknowledges the risks to Ryan Biggs | Clark Davis inherent in projects such as this and the disparity between Ryan Biggs | Clark Davis' fee and Ryan Biggs | Clark Davis' potential liability for problems or alleged problems with such projects. Therefore, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Ryan Biggs | Clark Davis and its employees from and against any and all claims, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or in any way connected with the services performed under this agreement except for the Consultant's sole negligence or willful misconduct.
- e. In consideration of the substantial risks to the Consultant in rendering professional services in connection with this Project, the Client agrees to make no claim and hereby waives, to the fullest extent permitted by law, any claim or cause of action of any nature against Ryan Biggs | Clark Davis and its employees which may arise out of or in connection with this Project or the performance, by any of the parties above named, of the services under this agreement.

### **General Liability**

- a. The limit of liability for General Liability insurance is \$1,000,000 per occurrence, \$2,000,000 aggregate.

## **10. Taxes**



All taxes or fees on services applicable to this contract enacted by local, state, or federal government subsequent to the date of this contract and based on gross receipts or revenues will be added to amounts due under this contract, in accordance with any such fees or taxes.

**11. Termination of Services**

a. This agreement can be terminated by either party upon receipt of a 30-day written notice. Ryan Biggs | Clark Davis will be paid in full for all services and reimbursements provided up to the date of termination.

**12. Agreement Form and Period**

a. The scope and fee indicated are predicated upon execution of this proposal in this form including all terms and conditions. Alternative forms of contract or revision proposed by the Client will require reevaluation of the scope and fee by Ryan Biggs | Clark Davis.

b. This proposal is valid for a period of 60 days from the date on the first page.

**13. Contract Disputes**

If a dispute arises out of or related to this contract or breach thereof, and if the said dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation using the Mediation Rules of the American Arbitration Association before seeking settlement in a judicial forum.

**14. Third-Party Exclusion**

This agreement does not create any right or benefits for parties other than Ryan Biggs | Clark Davis and the Client.

Thank you for considering us for this project. We look forward to working with you.

Your signature in the space provided indicates your understanding and acceptance of the provisions set forth herein. Please return (1) one signed copy of this proposal to:  
Ryan Biggs | Clark Davis Engineering & Surveying, D.P.C.  
257 Ushers Road, Clifton Park, New York 12065  
by mail or [contracts@ryanbiggs.com](mailto:contracts@ryanbiggs.com) by e-mail.

Agreed to by:  
RYAN BIGGS | CLARK DAVIS  
ENGINEERING & SURVEYING, D.P.C.

Town of Poestenkill:

  
\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

Thomas H. Field III, P.E. Senior Associate  
\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Print Name & Title

March 8, 2021  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

f:\share\proposals\p12\p127\p12789\p12789-proposal.docx

At a duly convened meeting of the Town Board of the Town of Poestenkill in the County of Rensselaer conducted at the Poestenkill Fire Company at 7:00 P.M. on the 18<sup>th</sup> day of March, 2021.

**LOCAL LAW NO. 1 OF 2021**

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**AMENDING POESTENKILL TOWN ORDINANCES  
PROVIDING FOR LOT LINE ADJUSTMENTS**

---

*WHEREAS*, Local Law No. 2-2013 enacted Chapter 195 § 195-2 of the Poestenkill Town Code which limited “lot line adjustments” to parcels of one-acre or less, and characterized such adjustments as “minor,”

**NOW, LET IT THEREFORE BE**

**RESOLVED**, that Chapter 195 § 195-2 of the Poestenkill Town Code be and hereby is amended to eliminate the one-acre requirement and to delete the word “minor” as it relates to “boundary problems.”

---

MOVED BY: \_\_\_\_\_

Prepared and approved as to form by:  
John T. Casey, Town Attorney

SECONDED BY: \_\_\_\_\_

VOTED UPON AS FOLLOWS:

Councilwoman June Butler: \_\_\_\_\_

Councilman David Hass: \_\_\_\_\_

Councilman Harold Van Slyke: \_\_\_\_\_

Councilman Eric Wohlleber: \_\_\_\_\_

Supervisor Keith Hammond: \_\_\_\_\_

---

## **Michelle Asquith**

---

**From:** Jose Manjarrez <jmanjarrez@upseu.org>  
**Sent:** Wednesday, March 17, 2021 11:10 AM  
**To:** Khammond@poestenkilny.com; secpoest@nycap.rr.com  
**Subject:** Fwd: Poestenkil Language

Get [Outlook for iOS](#)

---

**From:** Jose Manjarrez <jmanjarrez@upseu.org>  
**Sent:** Wednesday, March 17, 2021 9:16:30 AM  
**To:** Jose Manjarrez <jmanjarrez@upseu.org>  
**Subject:** Poestenkil Language

It is the policy of the Town of Poestenkil that employees of the Town will not be charged with leave time for testing. Employees that are quarantined or otherwise isolated shall be provided the full extent of leave that is available under state, federal, and local law at the time of the public health emergency. In combination with, or as an alternative, which is ever is appropriate under the circumstances, employees shall also have the ability to use accrued leave which may be available to them under the collective bargaining agreement.

Additionally, the Town of Poestenkil will provide up to an additional 10 weeks of expanded family and medical leave where an employee, who has been employed for at least 30 calendar days by the Town of Poestenkil, is unable to work due to a bona fide need for leave to care for a child whose school or child care provider is closed or unavailable for reasons related to a public health emergency. This provision may be modified if an employee is able to effectively work remotely and the need exists for them to do so.

Furthermore, the Town shall assess and implement any government mandates that may arise during and throughout a public health emergency.

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At a duly convened meeting of the Town Board of the Town of Poestenkill in the County of Rensselaer conducted at the Poestenkill Fire Company at 7:00 P.M. on March 18, 2021

**RESOLUTION NO. \_\_ OF THE YEAR 2021:**

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**RESOLUTION OF THE TOWN BOARD OF THE TOWN OF POESTENKILL, NEW YORK, CORRECTING A TYPOGRAPHICAL ERROR IN THE DECEMBER 17, 2020 RESOLUTION CALLING FOR A PUBLIC REFERENDUM FOR THE ESTABLISHMENT OF AN AMBULANCE DISTRICT PURSUANT TO TOWN LAW ARTICLE 12-A**

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**WHEREAS**, a typographical error appeared in the December 17, 2020 resolution setting the time and place for the special election/referendum on the question of the Poestenkill Ambulance District; and

**WHEREAS**, the MRP filed August 13, 2020 correctly recited the estimated cost computation for a home assessed at \$150,000, not \$225,000; and

**WHEREAS**, the correct language for Paragraph 9 of the December 19, 2020 resolution should read "the expected average annual cost to the Typical Property (as defined by Town Law) in the proposed District (which is a single family home with an assessed value of \$150,000) during the first year will be approximately \$85.18;"

**NOW BE IT THEREFORE RESOLVED** that such provision in Paragraph 9 of the December 17, 2020 resolution be so amended to conform with the MPR.

DATED: March 18, 2021

MOVED BY: \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

VOTED UPON AS FOLLOWS:

Councilwoman June Butler: Yes \_\_\_\_\_ No \_\_\_\_\_

Councilman David Hass: Yes \_\_\_\_\_ No \_\_\_\_\_

Councilman Harold Van Slyke: Yes \_\_\_\_\_ No \_\_\_\_\_

Councilman Eric Wohleber: Yes \_\_\_\_\_ No \_\_\_\_\_

Supervisor Keith Hammond Yes \_\_\_\_\_ No \_\_\_\_\_

Prepared and approved  
as to form by:  
John Casey, Esq.,  
Town Attorney

# **Sullivan-Jones VFW Post 7466 Service Agreement For the Year 2021**

This Service Agreement is made and executed this \_\_\_\_\_ day of \_\_\_\_\_, 2021, in the Town of Poestenkill, County of Rensselaer State of New York, by and between the **Town of Poestenkill**, a municipal corporation and geographic and political subdivision of the County of Rensselaer and the State of New York, hereinafter also referred to simply as “the **Town**”, whose main business office is located in the Poestenkill Town Hall, in the Town of Poestenkill (mailing address: P.O. Box 210 , Poestenkill, New York 12140), and **Sullivan-Jones VFW Post 7466**, a chapter of the Veterans of Foreign Wars patriotic organization, hereinafter also referred to simply as “**VFW Post 7466**”, whose principal business and mailing address is VFW Post 7466, P.O. Box 89, Poestenkill, New York 12140, as follows:

**WHEREAS, VFW Post 7466**, in addition to its functions and purposes as a patriotic organization, also provides other valuable services to the residents of the Town of Poestenkill, including especially but not exclusively, serving as an evacuation point for the students and staff of the Poestenkill Elementary School during fire drills and bomb drills as well as during actual fire emergencies and bomb threats; providing a meeting place for local Cub Scouts and Boy Scouts as well as the Poestenkill Senior Citizens; and serving as a public meeting place when called upon to do so; and

**WHEREAS**, subdivision 13 of Section 64 of the Town Law of the State of New York provides, *inter alia*, that in any town in which there is located one or more posts of various designated patriotic organizations, including the Veterans of Foreign Wars, the town board of said town may appropriate a sum not exceeding five hundred dollars for each such post in any year for the purpose of assisting in defraying the rental or maintenance of rooms for holding meetings of such post or posts; and

**WHEREAS**, subdivision 12 of Section 64 of the Town Law of the State of New York provides, *inter alia*, that any town may appropriate annually such sums as it may deem appropriate for the purpose of defraying the expenses of the proper observance of Independence Day, Memorial or Decoration Day, Columbus Day and Veterans Day in such portion as it may determine; and

**WHEREAS**, the planning, conduct and oversight of the observance and celebration of such patriotic holidays has traditionally been largely carried out on behalf of the **Town** by **VFW Post 7466** and the Poestenkill Town Board deems it fitting and appropriate that such tradition continue; and

**WHEREAS**, the **Town** accordingly finds it appropriate, effective and economically advisable to contract with **VFW Post 7466** for the purpose of continuing to provide the aforescribed services to the Town and to formally clarify the bases for the **Three Thousand**

*TOWN OF POESTENKILL – SULLIVAN-JONES VFW POST 7466  
2021 SERVICE AGREEMENT*

**Seven Hundred and Fifty Dollars (\$3,750.00)** heretofore appropriated to **VFW Post 7466** for the fiscal year 2019;

***NOW, THEREFORE,*** the parties hereto agree as follows:

1. The **Town** hereby appoints **VFW Post 7466** as the **Town's** agent for the proper observance of Independence Day, Memorial or Decoration Day, Columbus Day and Veterans Day within the Town of Poestenkill.
2. **VFW Post 7466** hereby accepts such appointment and agrees to undertake the planning, conduct and oversight of such observance and celebration activities.
3. It is understood and agreed that of the total sum of **Three Thousand Seven Hundred and Fifty Dollars (\$3,750.00)** heretofore appropriated by the **Town** to **VFW Post 7466** for the fiscal year 2021, an amount up to **Five Hundred Dollars (\$500.00)** may be used by **VFW Post 7466** for the purpose of defraying the rental or maintenance of rooms for holding meetings of **VFW Post 7466** pursuant to subdivision 13 of Section 64 of the Town Law of the State of New York.
4. It is further understood and agreed that of the total sum of \$3,750.00 heretofore appropriated to **VFW Post 7466** for the fiscal year 2021, any balance remaining after the application of the amount provided in the previous paragraph for defraying the rental or maintenance expenses of meeting facilities shall be expended in the proper observance of the patriotic holidays hereinabove listed, all in accordance with subdivision 12 of Section 64 of the Town Law of the State of New York..
5. **VFW Post 7466** shall provide to the **Town** such receipts and vouchers as shall be required to document that **Town** funding has been utilized for its intended purpose.
6. The nature and scope of services and resources provided to the **Town** and its residents by **VFW Post 7466** pursuant to this Service Agreement shall be at the sole reasonable discretion of **VFW Post 7466**, provided that such activities are lawful and advance the patriotic purposes outlined above.
7. This Service Agreement shall be in effect only for the calendar year 2021 but may be renewed on an annual basis thereafter, either upon the same terms and conditions as this Agreement or subject to such revisions and modifications as the parties hereto might agree upon and memorialize in said new Agreement.
8. It is expressly acknowledged and agreed by both parties hereto that while the **Town** shall in good faith endeavor to continue to provide some reasonable financial assistance to **VFW Post 7466**, there is no obligation on the part of the **Town** to provide any such assistance in future years and that the appropriation of any such future funding shall be in the sole discretion of the Town Board which is then responsible for adoption of the budget of the Town of Poestenkill.

*TOWN OF POESTENKILL – SULLIVAN-JONES VFW POST 7466  
2021 SERVICE AGREEMENT*

9. **VFW Post 7466** agrees that it is solely responsible for the activities which it may undertake pursuant to this Service Agreement and that the **Town** has no responsibility for or supervision or control over such activities. Accordingly, **VFW Post 7466** hereby covenants to indemnify and save harmless the **Town** against any and all claims arising from the conduct or management of the activities and programs of **VFW Post 7466** or the supervision and care (or the inadequacy or lack thereof) of those individuals participating in said activities and programs, and from and against any and all costs, counsel fees, expenses and liabilities incurred in or about any such claim or any action or proceeding brought forth in connection therewith.

10. Consistent with the foregoing, **VFW Post 7466** agrees that it will provide full and adequate supervision of and care for those individuals participating in the activities and programs of **VFW Post 7466**.

11. Any notices given pursuant to the provisions of this Service Agreement, or necessary to carry out its provisions, shall be in writing and delivered personally to the representative of the party to whom the notice is to be given, or mailed postage prepaid, addressed to such person. The parties' respective addresses for such purposes shall be as hereinabove indicated. The identities and capacities of the parties' respective representatives are the signatories of this document.

12. This Service Agreement shall be binding on the heirs, executors, successors and assigns of the parties hereto.

**TOWN OF POESTENKILL**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Keith Hammond, Town Supervisor

**SULLIVAN-JONES VFW POST 7466**

By: \_\_\_\_\_ Dated: \_\_\_\_\_



TOWN OF POESTENKILL – SULLIVAN-JONES VFW POST 7466  
2021 SERVICE AGREEMENT

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

On this \_\_\_\_\_ day of \_\_\_\_\_, Two Thousand Twenty One, before me, the undersigned, personally appeared

**Keith Hammond**

*personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person(s) on behalf of which the individual acted, executed the instrument.*

\_\_\_\_\_  
Notary Public

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

On this \_\_\_\_\_ day of \_\_\_\_\_, Two Thousand Twenty One, before me, the undersigned, personally appeared

*personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signatures on the instrument, the individual, or the person(s) on behalf of which the individual acted, executed the instrument.*

\_\_\_\_\_  
Notary Public

# **SENIOR CITIZENS SERVICE AGREEMENT FOR THE YEAR 2021**

This Service Agreement is made and executed in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 2021, in the Town of Poestenkill, County of Rensselaer State of New York, by and between the **Town of Poestenkill**, a municipal corporation and geographic and political subdivision of the County of Rensselaer and the state of New York, hereinafter also referred to simply as “the **Town**” whose main business office is located in the Poestenkill Town Hall, in the Town of Poestenkill (mailing address: P.O. Box 210 , Poestenkill, New York 12140), and **Poestenkill Seniors**, a private, not-for-profit unincorporated association, hereinafter also referred to simply as “the **Seniors**”, whose principal business and mailing address is VFW Post 7466, P.O. Box 89, Poestenkill, NY 12140, as follows:

**WHEREAS**, the **Seniors** is a private social organization which exists in the Town of Poestenkill for the purpose of providing social, cultural, educational and other activities for senior citizens, all for the purpose of benefiting the general welfare of the aging citizenry in the Town of Poestenkill; and

**WHEREAS**, Section 95-a of the General Municipal Law provides, inter alia, that any town is authorized and empowered to establish, maintain and operate programs devoted in whole or in part to the welfare of the aging, and to contract with private, nonprofit corporations, associations, institutions or agencies for the operation and maintenance of such programs; and

**WHEREAS**, Section 95-a of the General Municipal Law further provides, inter alia, that any such town may appropriate, raise and expend moneys for the purposes of establishing, maintaining and operating, or contracting for the operation and maintenance of such programs, and may also receive and expend moneys from the state, the federal government or private individuals, corporations or associations for such purposes; and

**WHEREAS**, the **Town** accordingly finds it appropriate, effective and economically advisable to contract with the **Seniors** for the purpose of providing such programs devoted in whole or in part to the welfare of the aging;

**NOW, THEREFORE**, the parties hereto agree as follows:

## **Section I**

### **Purpose and Intent**

The State of New York recognizes the worth of and therefore provides for State aid to participating municipalities for the provision of programs for health promotion and recreational

activities for elderly persons in New York State in order to assist such persons to prevent physical or mental deterioration which may result in premature institutionalization or loss of independence and to delay the premature use of higher cost services. These activities are designed to:

- (a) prevent isolation and associated functional losses by providing social activities and opportunities to find companionship;
- (b) promote the physical and mental health of older persons by providing health promotion activities such as exercise, stress management and education on proper diet and healthy life styles;
- (c) promote personal growth and wellness by providing intellectual, educational and cultural activities and creative arts expression; and
- (d) promote usefulness by creating a feeling of adequacy and accomplishment through volunteer service activities that contribute to the larger community.

It is the purpose and intent of this Service Agreement to have such activities organized, sponsored, planned, administered and carried out by the **Seniors** for the aforesaid purposes and for the general welfare of the aging citizenry of the Town of Poestenkill, and to partially subsidize said activities through the use of public funds, including, if and as available, state and federal aid.

## **Section II**

### **Services Provided**

The nature and scope of services and resources provided to senior citizens by the **Seniors** pursuant to this Service Agreement shall be at the sole reasonable discretion of the **Seniors**, provided that such activities are lawful and advance any of the broad spectrums of goals and purposes outlined above.

## **Section III**

### **Term of Agreement**

This Service Agreement shall be in effect for the calendar year 2021 and shall be automatically renewed on an annual basis thereafter unless either party shall give written notice to the other, not less than ninety (90) days prior to the expiration of any year, of intent to not renew said Service Agreement for the following year. The Service Agreement shall be reviewed by both parties annually and through mutual agreement, amended if and as appropriate.

#### Section IV

##### Consideration

In consideration for the **Seniors** providing senior citizen services as hereinabove described, the **Town** agrees to contribute annually to the **Seniors** that sum, if any, as may be reasonably established by the Poestenkill Town Board, including any amounts, which may be obtained for such purpose in the form of State or Federal Financial assistance. For the calendar year 2019 said sum shall be in an amount not less than **Three Thousand Seven Hundred and Fifty Dollars (\$3,750.00)** or such lesser amount as may reflect that portion of services rendered by the **Seniors** which benefits aged citizens of the Town of Poestenkill. It is expressly acknowledged and agreed by both parties hereto that while the **Town** shall in good faith endeavor to continue to provide some reasonable financial assistance to the **Seniors**, there is no obligation on the part of the **Town** to provide any such assistance in future years and that except for State or Federal funding, the appropriation of any such future funding shall be in the sole discretion of the Town Board which is then responsible for adoption of the budget of the Town of Poestenkill. The **Seniors** shall provide to the Town such receipts and vouchers as shall be required to document that Town funding has been utilized for its intended purpose.

#### Section V

##### Indemnification

**Seniors** agrees that it is solely responsible for the activities which it may undertake pursuant to this Service Agreement and that the **Town** has no responsibility for or supervision or control over such activities. Accordingly, **Seniors** hereby covenants to indemnify and save harmless the **Town** against any and all claims arising from the conduct or management of the **Seniors'** activities and programs or the supervision and care (or the inadequacy or lack thereof) of those individuals participating in said activities and programs, and from and against all costs, counsel fees, expenses, and liabilities incurred in or about any such claim or any action or proceeding brought forth.

#### Section VI

##### Management

Consistent with the foregoing, the **Seniors** agree that it will provide full and adequate supervision of and care for those individuals participating in the **Seniors'** activities and programs.

**Section VII**

**Notices**

Any notices given pursuant to the provisions of this Service Agreement, or necessary to carry out its provisions, shall be in writing and delivered personally to the representative of the party to whom the notice is to be given, or mailed postage prepaid, addressed to such person. The parties' respective addresses for such purposes shall be as hereinabove indicated. The identities and capacities of the parties' respective representatives are the signatories of this document.

**Section VIII**

**Binding Effect on Successors and Assigns**

This Service Agreement shall be binding on the heirs, executors, successors and assigns of the parties hereto.

\_\_\_\_\_ Dated: \_\_\_\_\_  
By: **Poestenkill Seniors**

\_\_\_\_\_ Dated: \_\_\_\_\_  
By: **Town of Poestenkill**  
Keith Hammond, Town Supervisor

SENIOR CITIZENS SERVICE AGREEMENT 2021

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me, the subscriber,

personally appeared \_\_\_\_\_ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person(s) on behalf of which the individual acted, executed the instrument.

---

NOTARY PUBLIC

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me, the subscriber, personally appeared **Keith Hammond**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person(s) on behalf of which the individual acted, executed the instrument.

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NOTARY PUBLIC

# Library Lease Agreement

## 2021

This Lease Agreement is effective as of the 1st day of January, 2021 between the **Town of Poestenkill**, a municipal corporation and political and geographic subdivision of the County of Rensselaer, State of New York, having offices at the Poestenkill Town Hall on Davis Drive in the Town of Poestenkill (hereinafter the "Lessor") and the **Poestenkill Library**, an education corporation duly chartered by the Regents of the State of New York, and having offices at the Poestenkill Library Building located on 9 Plank Road in the Town of Poestenkill (hereinafter the "Lessee").

### 1. Premises

Lessor hereby rents to Lessee and Lessee hereby accepts in its present condition, the Building located at 9 Plank Road, Poestenkill, New York. For purposes of this Lease, "Building" includes external porches, steps, front walk and access ramp. It does not include surrounding lawn, land, parking lot or fences. The foregoing notwithstanding, the Lessee shall also be entitled to the use of the parking facilities for its officers, employees, volunteers, patrons and invitees during such times and to such extent as may be reasonably necessary for the operation, maintenance and use of the Building for library purposes.

### 2. Term

The term of this Lease shall start on January 1, 2021 and shall extend through December 31, 2021. Provided that the Lessee substantially complies with the terms and conditions of this Lease and provided further that the Lessee dutifully and satisfactorily continues to supply library services to the Town and its residents as set forth in the separate annual Library Services Agreement between the parties hereto, this Lease shall be renewable annually for a term of one year at the option of the Lessee for a total of twenty (20) years from the inception of the initial lease (i.e., through December 31, 2021). Subject to the foregoing, each year during said twenty year period the Lessee shall be deemed to have exercised its option to renew this Lease for the following year unless the Lessee gives to the Lessor written notice no later than September 1 of the Lessee's intent to not renew for the following calendar year. After December 31, 2021, the Lease may be renewed for such period and upon such terms as might be then agreed upon and duly memorialized by the parties.

### 3. Rent

Lessee agrees to pay Lessor, without demand, as rent for the premises, the sum of ONE DOLLAR (\$1.00) per year, payable in January of each year, together with other good and valuable consideration, including especially the providing of library services to the residents of the Town as described and set forth in a separate annual Library Services Agreement between the parties hereto.

## ***POESTENKILL TOWN LIBRARY LEASE AGREEMENT 2021***

### **4. Use of the premises**

The Building shall be used exclusively as a public library. Neither the Building nor any part of the Building shall be used at any time during the term of this Lease for the purpose of carrying on any business, profession, or trade of any kind.

### **5. Condition of the Premises**

Lessee acknowledges that Lessee examined the Building at the time it was first leased and that it was, at that time, in good order and good repair, and in a safe, clean and usable condition. Except as to items which are specifically prescribed herein to be the responsibility of the Lessor, all responsibility for maintaining the Building in good order and good repair and in a safe, clean and usable condition shall hereafter be that of the Lessee.

### **6. Assignment and Subletting**

Lessee shall not assign this Lease, or sublet or grant any concession or license to use the Building or any part of the Building, without Lessor's prior written consent.

### **7. Alterations and Improvements**

A. Lessee shall make no alterations to the Building or construct any addition or make other improvements without the prior written consent of the Lessor.

B. Any alterations, changes and improvements built, constructed or placed on or around the Building by the Lessee, with the exception of fixtures properly removable without damage to the Building and movable personal property, shall, unless otherwise provided by written agreement between the Lessor and the Lessee, become the property of the Lessor and remain at the expiration or earlier termination of this Lease.

### **8. Damage to the Premises**

If the Building, or any part of the Building, shall be partially or fully damaged or destroyed by fire or other casualty, the Lessor shall decide whether or not to rebuild or repair the Building. If Lessor shall decide not to rebuild or repair, the term of this Lease shall end.

### **9. Dangerous Materials**

Lessee shall not keep or have in or around the Building any article, substance or thing of a dangerous, inflammable or explosive character that might unreasonably increase the danger of fire in or around the Building or that might be considered hazardous.



## ***POESTENKILL TOWN LIBRARY LEASE AGREEMENT 2021***

### **10. Utilities**

Lessee shall be solely responsible for arranging and paying for fuel oil and electrical service to the Building and any and all other utility services required or desired by the Lessee. Any such services shall be transferred to, initiated or maintained in the name of the Lessee which shall not default on any obligation to a utility provider for utility services at the Building. Any breach of this requirement shall be deemed a substantial breach of this Lease justifying termination thereof by the Lessor.

### **11. Maintenance and Repair**

A. Lessor shall be responsible for the maintenance and repair of the Building's mechanical and electrical systems (furnace, air conditioner, fixed electric wiring, plumbing, well and septic system) exterior painting and roof repair. Lessor shall maintain the land, lawn, parking lot and fences including grass and shrubbery trimming and snow removal from the parking lot and access ramp.

B. Lessee shall keep and maintain the Building and appurtenances in good and sanitary condition and repair during the term of this Lease. In particular Lessee shall keep the fixtures in the Building in good order and repair and keep the porches and steps free of dirt and debris.

C. Lessee shall make all required repairs to the plumbing and electric fixtures, other mechanical devices and systems, floors, ceilings and walls whenever damage to such items shall have resulted from Lessee's misuse, waste or neglect, or that of Lessee's agent or visitor.

D. Lessee agrees that no signs shall be placed on or visible from the exterior of the Building or painting done on or about the Building without Lessor's prior written consent.

E. Lessee agrees to promptly notify Lessor in the event of any damage, defect or destruction of the Building, or the failure of any of Lessor's appliances or mechanical systems, and except for repairs that are the obligation of Lessee pursuant to Subsection C above, Lessor shall, subject to the terms of Section 8 above, use its best efforts to repair or replace such damaged or defective area, appliance or mechanical system.

### **12. Animals**

Lessee shall keep no domestic or other animals in or about the Building without prior written consent of Lessor.

### **13. Right of Inspection**

Lessor and Lessor's agents shall have the right at all reasonable times during the term of this Lease and any renewal of this Lease to enter the Building for the purpose of inspecting the premises and/or making any repairs to the premises or other item as required under this Lease.

***POESTENKILL TOWN LIBRARY LEASE AGREEMENT 2021***

**14. Holdover by Lessee**

Should Lessee remain in possession of the Building with the consent of Lessor after the expiration of the term of this Lease, a new tenancy from month to month shall be created which shall be subject to all the terms and conditions of this Lease, but shall be terminable on thirty (30) days notice by either party or longer notice if required by law.

**15. Surrender of Premises**

At the expiration of this Lease, Lessee shall quit and surrender the Building in as good condition as it was at the commencement of this Lease, reasonable wear and tear and damages by the elements excepted.

**16. Abandonment**

If at any time during the term of this Lease, Lessee abandons the Building, Lessor may enter the Building by any means without liability to Lessee for damages. Lessor may dispose of any of Lessee's abandoned personal property as Lessor deems appropriate, without liability to Lessee. Lessor is entitled to presume that Lessee has abandoned the Building if Lessee removes substantially all of Lessee's furnishings from the Building, if the Building is unoccupied for a period of four (4) consecutive weeks, or if it would otherwise be reasonable for Lessor to presume under the circumstances that Lessee has abandoned the Building. Lessor shall provide the Lessee with written notice of the Lessor's intent to treat the Building or the contents thereof as abandoned, with such notice directed and given as provided in Paragraph 24 hereof.

**17. Renewal**

This lease may be renewed with the same or different terms and conditions by agreement between the parties. Notice of desire to renew beyond December 31, 2021 must be delivered by the Lessee to the Lessor at least 120 days prior to said date. If timely notice is delivered, the Lessor will not enter into a lease with a different party without first giving the Lessee the opportunity to negotiate a renewal lease agreement.

**18. Security**

Lessee acknowledges that Lessor provides a security alarm system for the Building but that such alarm system is not represented or warranted to be complete in all respects or to protect Lessee from all harm. Lessee hereby releases Lessor from any loss, suit, claim, charge, damage or injury resulting from lack of security or failure of security.

***POESTENKILL TOWN LIBRARY LEASE AGREEMENT 2021***

**19. Insurance**

A. Lessee acknowledges that Lessor will not provide insurance coverage for Lessee's property, nor shall Lessor be responsible for any loss of Lessee's property, whether by theft, fire, flood, act of God, or otherwise.

B. Lessee will maintain liability insurance which names Lessor as an additional insured. Any such policy shall be from an A.M. Best rated "secured" New York State licensed insurer; contain a 30-day notice of cancellation; and state that the coverage shall be primary coverage for the Town of Poestenkill, its Board, officials, employees and volunteers.

C. Lessee agrees to indemnify the Town of Poestenkill for any applicable deductibles.

D. Required insurance shall include general premises liability insurance in the amount of \$1,000,000 per occurrence/\$2,000,000 aggregate, and statutory workers' compensation and employers' liability insurance for all of the Lessee's employees.

E. Lessee acknowledges that failure to obtain or maintain such insurance on behalf of the Town of Poestenkill constitutes a material breach of contract and subjects Lessee to liability for damages, indemnification and all other legal remedies available to the Town of Poestenkill. Lessee is to annually provide Lessor with a certificate of insurance, evidencing that the above requirements have been met. The failure of the Lessor to object to the contents of the certificate of insurance or the absence of same shall not be deemed a waiver of any and all rights held by the Town of Poestenkill.

F. The presence; or absence of insurance as provided above notwithstanding, and to the fullest extent provided by law, the Lessee shall indemnify, hold harmless and defend the Lessor Town of Poestenkill against any and all losses, claims, actions, demands, damages, liabilities, or expenses, including but not limited to attorney's fees and all other costs of defense, by reason of the liability imposed by law or otherwise upon the Town of Poestenkill for damages because of bodily injuries, including death, at any time resulting therefrom, sustained by any person or persons, including Lessor's or Lessee's employees or volunteers, or on account of damages to property, including loss of use thereof, arising directly or indirectly from the Lessee's use and occupancy of the premises or from any acts or omissions on the part of the Lessee, its employees, agents, representatives, volunteers, patrons or invitees. If such indemnity is made void or otherwise impaired by any law controlling the construction thereof, such indemnity shall be deemed to conform to the indemnity permitted by law, so as to require indemnification, in whole or in part, to the fullest extent permitted by law. The indemnity provided by requirements contained herein shall be in addition to and not in limitation upon any rights of common law indemnity.

**20. Binding Effect**

The covenants and conditions contained in this Lease shall apply to and bind the legal representatives and permitted assigns of the parties.

**POESTENKILL TOWN LIBRARY LEASE AGREEMENT 2021**

**21. Governing Law**

This Lease shall be governed by, construed and enforced in accordance with the laws of the State of New York.

**22. Severability**

If any part or parts of this Lease shall be held to be unenforceable for any reason, the remainder of this Lease shall continue in full force and effect.

**23. Entire Agreement**

This Lease shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease is hereby superseded. This Lease may be modified only in writing signed by both Lessor and Lessee.

**24. Notices**

Any notice required or otherwise given pursuant to this Lease shall be in writing and either delivered or mailed, as follows: if to Lessee, via hand delivery to an officer or agent of the Lessee at the Building, or via certified mail, return receipt requested, to the Poestenkill Library, P.O. Box 305, Poestenkill, New York 12140; and if to Lessor, via hand delivery to an officer or agent of the Lessor at the Poestenkill Town Hall, or via certified mail, return receipt requested, to the Poestenkill Town Supervisor, P.O. Box 210, Poestenkill, New York 12140. Each party shall immediately notify the other in writing of any change of mailing address for purpose of receiving any such notice and failure to do so shall operate as a waiver of any defense based upon said party's claimed failure to receive a notice sent to said party's last reported address.

*In Witness Whereof*, the parties have caused this Lease to be executed the day and year first written above.

**Poestenkill Library (Lessee)**

**Town of Poestenkill (Lessor)**

By: \_\_\_\_\_

By: \_\_\_\_\_

**POESTENKILL TOWN LIBRARY LEASE AGREEMENT 2021**

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

*On this \_\_\_\_\_ day of \_\_\_\_\_, Two Thousand Twenty One, before me, the undersigned, personally appeared*

**Keith Hammond**

*personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person(s) on behalf of which the individual acted, executed the instrument.*

\_\_\_\_\_  
Notary Public

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

*On this \_\_\_\_\_ day of \_\_\_\_\_, Two Thousand Twenty One, before me, the undersigned, personally appeared*

*personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person(s) on behalf of which the individual acted, executed the instrument.*

\_\_\_\_\_  
Notary Public

At a duly convened meeting of the Town Board of the Town of Poestenkill in the County of Rensselaer conducted at the Poestenkill Fire House at 7:00 P.M. on March 19, 2021.

**RESOLUTION NO. \_\_ OF THE YEAR 2021:**

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**IN THE MATTER OF THE CONSENT OF  
THE TOWN BOARD TO AMEND THE  
AGREEMENT BETWEEN THE TOWN AND  
THE TOWN OF POESTENKILL HIGHWAY  
SUPERINTENDENT REGARDING REPAIRS  
TO QUAIL MEADOW DRIVE**

---

**TOWN BOARD CONSENT**

Upon reading the Agreement dated March 19, 2021 which incorporates by reference provisions set forth in a January 15, 2021 letter between Senior Project Manager Wayne E. Bonesteel and The Kronau Group/Sagebrook Associates, amending previous recommendations set forth in a letter dated September 28, 2020 regarding necessary repairs to Quail Meadow Drive,

NOW BE IT THEREFORE RESOLVED, that consent be and the same hereby is given to the Town Superintendent of Highways of the Town of Poestenkill to enter into an agreement with The Kronau Group/Sagebrook Associates to assure that certain repairs will be made to Quail Meadows Drive.

MOVED BY: \_\_\_\_\_

Prepared and approved as to form by:  
John T. Casey, Esq., Town Attorney

SECONDED BY: \_\_\_\_\_

**VOTED UPON AS FOLLOWS:**

Councilwoman June Butler: \_\_\_\_\_

Councilman David Hass: \_\_\_\_\_

Councilman Harold Van Slyke: \_\_\_\_\_

Councilman Eric Wohlleber: \_\_\_\_\_

Supervisor Keith Hammond: \_\_\_\_\_

DATED: March 19, 2018

**AGREEMENT BETWEEN  
THE TOWN OF POESTENKILL and THE KRONAU GROUP/SAGEBROOK  
ASSOCIATES**

The Town of Poestenkill, represented by Highway Superintendent DJ Goyer, and the Kronau Group/Sagebrook Associates, represented by Kevin Kronau, agree as follows:

In consideration for Town of Poestenkill approving the road dedication of Phase I of Quail Meadows Drive, The Kronau Group/Sagebrook Associates recognizes that certain repairs must be made to the roadway of Quail Meadows Drive between its intersection with Fox Hen Drive and Cathlie Drive. These repairs are set forth in a letter from Wayne E. Bonesteel, Senior Project Manager, to the Kronau Group dated September 28, 2020.

WHEREAS the Senior Project Manager has indicated in a January 21, 2021 letter, incorporated by reference herein, that certain modifications to the repairs set forth in the September 28, 2020 letter must be made, the parties agree that the specifications set forth in the January 21, 2021 letter shall be implemented.

NOW THEREFORE the Town of Poestenkill and The Kronau Group/Sagebrook Associates agree that the specifications set forth in the September 28, 2020 be so amended to include all those specifications set forth in the January 21, 2021 letter.

DATED: Town of Poestenkill  
County of Rensselaer  
State of New York

This 19<sup>th</sup> Day of March, 2021

---

DAVID J. GOYER  
Superintendent of Highways of the  
Town of Poestenkill, County of Rensselaer,  
State of New York

---

KEVIN KRONAU  
Owner and Executive Officer of  
The KRONAU GROUP/SAGEBROOK  
ASSOCIATES

TOWN CLERK'S MONTHLY REPORT

Town of Poestenkill, New York

February 2021

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:	\$ 3.04
	Marriage License 1 @ \$ 7.50	\$ 7.50
	Marriage Certificate 1 @ \$10.00	\$ 10.00
A1255	Total Town Clerk Fees	\$ 20.54
A-1090	Penalties/Interest	\$
A1289	Registrar	\$
A2655	Minor Sales – Copies (certified copy) –	\$
A2544	Local Fee for Dogs –	102.00
A2115	Planning Board Fees - \$368.74 ZBA Fees - \$	\$ 368.74
A2555	Building Permits	\$ 906.00
A-2545	Peddlers Permit	\$
2110	Water Benefit Charge	\$
A2720	Water Meter Fee - \$	
A2240	Misc. Water Charges -	
A2710	Water Permit Fee -	
1001	Water Billing - \$727.43	
	<b>TOTAL WATER CHARGES</b>	<b>\$ 727.43</b>
	<b>REVENUE TO SUPERVISOR</b>	<b>\$ 2,124.71</b>
	Amount paid to State Comptroller for Games of Chance License	\$
	Amount paid to DEC for Conservation Licenses	\$ 51.96
	Amount paid to AG & Markets for fee for unsprayed/unneutered Dog program	\$ 28.00
	Amount paid to State Health Dept. for Marriage Licenses	\$ 22.50
	<b>TOTAL DISBURSED</b>	<b>\$ 102.46</b>
	March 5, 2021	\$
	Keith Hammond, Town Supervisor	
	<b>TOTAL AMOUNT RECEIVED BY CLERK</b>	<b>\$ 2,227.17</b>
	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 February. Fees the application and payment of which are otherwise provided by law subscribed and sworn to before me this 5th day of March 2021.	

*Susan Horton, Town Clerk*






# 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 February 2021

The Assessor's Office received exemption renewal applications during February. We made several phone calls reminding residents of the March 1<sup>st</sup> submission deadline. We also received new exemption applications for Veteran, Agriculture, Aged Senior Citizen, and STAR. Most residents utilized the Town drop box or mailed their applications and supporting documentation. We are processing all the received applications, which will be updated for the Tentative Assessment Roll.

We continue researching parcels containing residential percentages to ensure that the percentage on file is still accurate. Residential percentages impact residential parcels that have a multiple residence classification or that contain a business.

We continue 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: March 9, 2021**

**RE: Monthly Activities (February - March)**

**OPENING NOTE:** I realize that this report is extra long but during this period there have been many important items which you might want to be aware of. Should you have questions on any item please let me know.

**OVERVIEW:**

**In both the Water and the 811 disciplines all our requirements were met or exceeded during this very busy period without any major problem. There are two other potentially significant problems "on the horizon" which could affect the Town of Poestenkill in 2021. We are very proactive regarding these issues. The latest status of these two problems, #1 "NEW PFOA and PFOS MCL REQUIREMENTS" and #2 the "PROPOSED NEW LEAD RESPONSIBILITIES" are discussed below.**

**PROBLEM #1: UPDATE ON PFOAs & PFOSs:**

**The Poestenkill Municipal Water System is OK for at least 2021 and likely longer. I have re-affirmed with Rich Elder, RCDOH Director, 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 monthly testing fees, throughout 2021. From the perspective of town residents who are on wells, however, there is significant concern.**

You should be aware that the Algonquin Middle School was recently notified by the Rensselaer County Department of Health that the laboratory results for the quarterly Algonquin Middle School water sample indicated a PFOA level of 13 parts per trillion (ppt), exceeding the newly established allowable New York State Maximum Contaminant Level (MCL) of 10 ppt. The school sent out a letter to the Averill Park Families notifying them of this issue. A second test, as required by law, was conducted on February 1<sup>st</sup>. Unfortunately, the second set of tests confirmed the 1<sup>st</sup> set of failed results. The basic problem is the school's two "Private "Wells"", not our municipal water system. The Algonquin Middle School is NOT CONNECTED TO OUR MUNICIPAL WATER SYSTEM. I have been very involved with the RCDOH Director, the Algonquin School personnel, and the Capital Regional Environmental Laboratory personnel in consulting on this issue. We will likely be questioned by our residents who are also on wells. As a point of knowledge, FYI, the Poestenkill Elementary School is connected to our water system and does not have any problem. On the last three weekends, I have performed preliminary "Altitude and Water Pressure" tests to determine routing "feasibility" should the school desire to connect to our water system. This data indicates that the routing from our existing system is "feasible". I will be delighted to help the school in planning and implementing this endeavor (if chosen). It is my understanding that Richie Elder (RCDOH) has also suggested connecting to our water system as a solution to the school problem, and I agree. Both Richie and I have told the school that EPA grants are available for this type of situation, and I have provided them with contact information to research and apply for the grants. We have been investing a significant amount of time in helping the school with this problem. Because of the residents' concerns regarding the Algonquin situation (and also their personnel wells), I have been posting informational updates on our Town Website to keep them updated; some residents have already told me that they are appreciative of these updates. (Attachment #1)

On 3/1, I attended a virtual meeting of 12 people from the APCSD, the RCDOH, and others representing the schools' interests. We presented the details of route alternatives should the school desire to connect to our system. The meeting was fast paced and a lengthy discussion resulted in Jim Franchini (Superintendent of Schools - APCSD) saying that it appears that everyone supports that the school should connect to the Poestenkill Municipal Water System, as opposed to an "Activated Charcoal System". He stated that the School Board will meet the following week and that he will recommend that they connect to the Poestenkill Water. He concluded the meeting by thanking everyone and said "The Town has been fantastic". The RCDOH was fully supportive of our proposal and is in "lockstep" with us in every step on the PFOA issue.

On 3/2 I received a call from a resident on Weatherwax Road regarding the school's PFOA failures and asking "what the Town was doing about it to protect the residents". I received a second call from the same resident on 3/3/21. The details of these two lengthy calls are noteworthy. (Attachment 2)

As the above resident contact exemplifies, it is natural that many more residents will be similarly concerned. To help provide information which will minimize the anxiety of our residents I asked Rich Elder (RCDOH) to obtain the NYSDOH Template for Health effects for PFOA and PFOS. He provided the document the next day. The statements which the NYSDOH provided are very important and should be shared with our residents when they question the safety of their wells. Briefly, they are:

1. The MCL is set well below levels known or estimated to cause health effects.
2. Consuming drinking water with PFOA at or somewhat above the MCL does not pose a significant health risk.
3. Your water continues to be acceptable for all uses.
4. At the level of PFOA detected in your water, exposure from drinking water and food preparation is well below PFOA exposures associated with health effects.

I have attached a copy of the NYSDOH document which Rich sent, in case you have not seen it. I plan to use these talking points, where appropriate, with our residents, and place them on the website. If you have questions, please let me know. (Attachment 3)

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

This LCR ( Lead and Copper Rule) issue will probably be the most complex and time-consuming responsibility in my operations in 2021 and 2022, mostly inventory research work on our part for every water line and complex record keeping files and reports required by the EPA. In the longer term I am concerned with the "approach" which the EPA is taking, as discussed in my evaluation of the 409 page draft document of the LCR published by the EPA. It will definitely place a very significant financial burden on the Town and bears very close ongoing scrutiny so that the Town can make intelligent decisions with both the new law and the Town's future expenses in mind.

Since my last monthly report on the subject, Rich Elder (RCDOH Director) has been contacted by the NYSDOH (Maxwell Ferris) and Max stated "As of now, the Department has no updates to the Lead and Copper Rule (LCR) revisions: however, it is known that implementation of the Rule will require all federally defined systems to develop a Lead Service Line (LSL) inventory or demonstrate absence within the first three years of final rule publication." Max went on to state

“Lead service line replacement is not a simple task” and he recommended an upcoming webinar which I will be participating in.

We have discussed the Town's potential financial involvement in helping the residents cover the costs associated with home plumbing replacements. As I have stated, the EPA ruling puts significant emphasis on equipment replacement in the Towns' residents' homes, even if there is no LSL existing, including the homes' internal plumbing.

As a result of my study of the 409 page new EPA Lead / Copper Rule, I have absolutely no doubt that lead at a resident's home will become an increasingly important issue. This is reinforced by the recent legal charges brought against nine people including Governor Rick Snyder in Flint, Michigan. The charges stated “The corrosive water wasn't treated properly, a misstep that freed lead from old plumbing and into homes”. I am carefully monitoring the overall lead situation and will keep you informed.

#### GOOD NEWS FOR POESTENKILL IN 2021 :

On 2/13 we received from the RCDOH the SDWIS/ STATE WATER SAMPLE SCHEDULE REPORT FOR POESTENKILL WD#1, PWS ID: NY4130338. This lists our testing required in 2021, by Contaminant (Group). I am delighted to report to you that, because of our excellent test results in 2020, we are not required to perform many of the more expensive tests in 2021 for certain contaminants such as lead, copper, and PFOA, among others. In January I had forwarded to the RCDOH the “draft” of our 2020 ANNUAL WATER QUALITY REPORT which detailed, by contaminant, the fact that we did not have any violation of any MCL during 2020. If we had any missed standards we would have been subjected to additional testing. Because of these good results we are able to save Poestenkill an estimated \$5,000 testing costs this year!

#### THIS MONTH'S LAUGHTER :

I'm always on the edge of my seat when I'm at the circus. It's just so in tents.

#### ANNUAL WATER QUALITY REPORT FOR 2020

On January 22<sup>nd</sup> we received “required” documents from the RCDOH and the NYSDOH directing us to begin preparation of the ANNUAL WATER QUALITY REPORT FOR 2020. This voluminous “data intense” document is due to the NYSDOH by May 31, 2021 and must be approved by the RCDOH prior to being submitted. Because its requirements have changed from prior years, due to the required inclusion of the above-mentioned items (LEAD and COPPER), the report

is significantly more complex than prior years. During 2020 we met all of our obligations and will meet our obligations once again in 2021.

You may recall that in my last monthly report I mentioned that we were in the process of preparing the 2020 Annual Water Quality Report (required by both the NYSDOH and the RCDOH). This report is the most critical and comprehensive of the entire years' testing reports because it details our entire years' results verified by an approved independent testing laboratory, in our case the Capital Region Environmental Laboratory in Rensselaer. The RCDOH was quite pleased with our report; they approved it and it was submitted to the NYSDOH. As required, we then posted it on the internet and distributed it to the Poestenkill Post Office, the Poestenkill Library, and it is available at Town Hall. During 2020 we had no violations and our water has continually been deemed safe to drink for our residents. For your information, I have attached a copy of this important report. If you have any questions, please let me know. (Attachment #4)

#### **AN "ILL-CONCEIVED" AND "NON-CONSISTENT" WATER PRICING STRUCTURE :**

In the 3/4/21 Albany Times Union there was a concerning article on the costs to connect to the water system in Ballston. I clearly remember being involved in establishing the costs and procedures associated with our water system, from benefit units to connection charges, as well as ongoing water costs, meters, etc. At each step of the process, to this day, the Town Board has been involved in examining and approving our charges and procedures. In my opinion, you can take pride in knowing that our charges have been applied even-handedly and consistently and that we have no issue in this regard. I have attached this article FYI. (Attachment #5)

#### **MONTHLY 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 financial difficulty and necessary operational 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 this year 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!**

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

**TRAINING:**

During this period of COVID-19 various quality organizations have been offering **free webinars** which we have been taking full advantage of. Some of these programs are required by the EPA, some by the DEC, and some by the NYSDOH .

I attended "**free webinars**" appropriate to our ongoing operations. For these training sessions I received CEU hours for my **Grade C Water Operators License renewal, and for my NYS Professional License renewal, and for other licenses** which I hold. The free training webinars, normally 1 hour each, which I attended during this period are:

**Feb 9 - GEOWEB - Extend the Life of Paved/Unpaved Roadways**

**Feb 10 – CDC – Covid -19 Vaccination for Essential Workers**

**Feb 16 – Received from EPA Certificate for completion of "U.S. EPA Updated Risk Assessment and Emergency Response Plan Tools" program**

**Feb 17 – PITT Findings on PFAS Destruction Technologies**

**Feb 18 – EPA – Storm Water Solutions-MS4 – Best Management Practices**

**Feb 18 – Eastcom – Fundamentals of Underground Utility Locate Theory (#2)**

**Feb 23 – Global Water Works - Helping Communities Accelerate Resilience to Floods, Natural Disasters and Climate Changes**

**Feb 23 – GEOWEB – Designing Vegetated and Hard-Armored Retaining Walls**

**Feb 25 – Eastcom - Fundamentals of Underground Utility Locate Theory (#3)**

**Mar 2 – EPA – Building Resilience to Extreme Weather Events (module 1)**

**Mar 2 – GEOWEB – Reduce Stormwater Infrastructure**

**Mar 4 – EPA – Building Resilience to Extreme Weather Events For Drinking Water Utilities. Climate Resilience Evaluation and Awareness Tool (CREAT) (module 2)**

**Mar 4 – Abtech – Benefits of Retrofit Stormwater Purification Applications.**

## **RESIDENT ISSUES AND REQUESTS THIS PERIOD:**

During this period we received two calls from residents who stated that the pressure gauge in their water system was reading higher than normal, one on Presidents' Day where the pressure reading was 70 psi (Lutheran Church – Ed Gresens) and the other reading 100 psi (Route 355 – Dick LeClaire). This is a problematic situation in that the pressure should normally be about 43 psi and a high pressure can cause the old copper joints in the building to burst, causing water damage. It is also why the maximum water pressure allowed inside a building (NYS Code) is 60 psi. In our water system the pressure regulator is preset (from the factory) at 43 psi. **A high pressure condition is very dangerous and we do not take the attitude that “this is an issue regarding your internal house plumbing and you need to call a plumber”. Instead,** we immediately work with the resident to identify the problem and then help him fix the problem. In one case (Route 355) it turned out to be a defective pressure regulator. Once replaced, the problem was fixed, and the homeowner was very appreciative of our help. In the other case, (Lutheran Church) the analysis was more complicated. After significant testing and analyzing, the problem turned out to be a defective unit associated with the church's internal heating system. In the past we have also helped numerous other residents fix their similar problems (many more complex than these two), thereby saving them the expense of hiring a plumber.

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. One of these involved St. Gobain with an apparent toilet leak which was repaired.

Each month we have provided final billing information to realtors and their lawyers when the residents have sold their homes. Our procedure is significant in that it saves both the old owner and the new owner each about \$100, while at the same time allowing us to meet their urgent timeframes; it also insures that we get the new owner's name and contact information for our records. The realtors have told us how much they appreciate our rapid response to their needs with no charge. We handled three of these closings in a short timeframe this period, including 20 Main Avenue. We received the final payments due for each of these accounts.

We continue to work 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. Importantly, we also keep in close contact with adjacent towns' water operations to stay on top of upcoming potential problems which could affect Poestenkill.

## **STATUS OF SPECIFIC ROUTINE WATER OPERATIONAL FUNCTIONS:**



We are working with contractors and homeowners 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.

Assisted a Water Installation Contractor (Nick) at Lochvue (lot #8) who was unable to locate the curbstop to perform his installation work. We located the curbstop, where it had been buried, and he was very appreciative of our help.

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

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

We are scheduled to take the 1<sup>st</sup> quarter resident water consumption readings for billing on March 24<sup>th</sup> and will provide the information to Sue Horton to prepare and mail out the quarterly billing.

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. As a matter of fact, we did not miss any of our MCLs during all of 2020 and 2021.

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.

**Prepared and submitted required NYSDOH Monthly 360 Report and Lab reports to the RCDOH for January 2021. All our Town tests and the Laboratory test results for the month were satisfactory. We just completed our 1<sup>st</sup> quarter (required by the NYSDOH) tests for THMs (Total Trihalomethanes) and HAA5 (Total Haloacetic Acids). These are critical tests because they are key components of our Annual Water Quality Report for 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 41.0 ppm compared to the MCL of 80.0 ppm and our HAA5 tested at 26.3 ppm compared to a MCL REQUIREMENT OF 60 ppm. We are presently scheduled to take our 2<sup>nd</sup> quarterly test readings on April 1<sup>st</sup>.**

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.

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.

## **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. Additionally, we receive periodic audits and each has been excellent, with no late responses on our part.**

**I attended the annual 811 training entitled "NYS Code Rule 753 and Safe Digging Practices", a requirement for the "Certified Excavator Program". Also worked with the 811 personnel to update the Poestenkill profile for the Exactix and the Corsetta 811 computer systems.**

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.

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: Sign (NYSDOT), 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.**



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## SPECIAL ELECTION IN POESTENKILL SET FOR TUESDAY, MARCH 30th.

Election will allow Poestenkill residents to determine the future of ambulance transportation and advance life support (ALS). [Learn more here](#)

Here's the [resolution](#) on the special election and more information for voters

[Click here](#) for Frequently Asked Question about the Ambulance District Special Election

### Town Comment on Algonquin Middle School Water Test Results

February 27, 2021

"This is a follow-up to our January 29<sup>th</sup> report on the situation involving the Algonquin Middle School water tests. Since the initial water tests on the two wells serving the school did not meet the recently established NYS requirement of 10 ppt (parts per trillion) MCL (maximum contaminant level) requirement for PFOAs and PFOSs, the school was required by the NYSDOH to retest the water to validate the 1<sup>st</sup> test results of 13 ppt. We have been informed that the 2<sup>nd</sup> test results were 12 ppt for PFOAs for each of the two wells, thereby confirming the initial test results. It is noteworthy that the school had never before incurred a missed MCL and only did so now because the NYSDOH recently established the 10 ppt MCL, the lowest level in the country. Robert Brunet, Poestenkill Water Manager, said "The school is exploring the possibility of connecting to our Municipal Water System. At this time, we are in contact with the school administration to determine what actions will be required. We assure our residents that we will stay involved to protect your interest and will keep you informed".

ATT # 1

**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: March 2, 2021**

**RE: PFOAs in Poestenkill / Upcoming Town Board meeting**

As a result of the Algonquin Middle School PFOA failures, the level of concern by our residents has been increasing. As an example, today I had a lengthy call from one of our residents, April Cail of Weatherwax Road. The following highlights some of her discussion points:

**1 – She wanted to know what the source of the problem was; she believed that the Waste Management Transfer Station could contribute to the problem.**

**2 – Again, she expressed strong concern regarding the Waste Management Transfer Station. She stated that she had discussed this issue with Dominic Jacangelo but that she was not satisfied that he did anything.**

**3 – In addition to the Algonquin Middle School she was very concerned about her own well and its safety. She stated that she “home-schools” her children.**

**4 – She said that she had spoken to Brian Collins, the Capital Region Environmental Laboratory Director (CREL), and had been told that it would cost about \$500 to test her water.**

**5 – She wanted to know if the Town would pay to test her well.**

**6 – She wanted to know, in general, what the Town was going to do to protect the residents’ wells.**

**7 – The discussion was very good, but she still wanted more answers and stated that she would be attending the next Town Board meeting on 3/18 at the Fire Department to get answers to her questions.**

*ATT #2*

**I cite this resident contact as an illustration of what other residents' concerns are. I think that we should have some answers to these questions prior to the Town Board meeting.**

**In my personal opinion it is unrealistic to consider testing every resident who requests it. However, it might be reasonable to test representative town sites, perhaps six sites, at the Towns' expense.**

**As you know from my recent memoranda I have been working closely with the APCSD, RCDOH, and CREL personnel. At this point, the RCDOH does not know the cause of the problem, but are working on it. I have also requested that the RCDOH provide a "Health Impact" statement from the NYSDOH for exceeding the MCL for PFOA and PFOS. I will keep you informed of changes.**

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

**Memorandum**

**To: James Franchini – Superintendent of Schools**

**Copy 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: March 2, 2021**

**RE: NYS DOH Template for PFOA or PFOS MCL Exceedance Less than 35 PPT**

You may recall that at our meeting yesterday I asked Rich Elder to obtain the NYSDOH Template of Health effects for PFOA and PFOS. Rich just sent out the attached and I wanted to see that you received it because it contains some significant wording which we can use to somewhat reduce the level of anxiety of our residents regarding PFOA. Some of these statements are:

1. The MCL is set well below levels known or estimated to cause health effects.
2. Consuming drinking water with PFOA at or somewhat above the MCL does not pose a significant health risk.
3. Your water continues to be acceptable for all uses.
4. At the level of PFOA detected in your water, exposure from drinking water and food preparation is well below PFOA exposures associated with health effects.

I have attached a copy of the NYSDOH document which Rich sent, in case you have not seen it. We plan to use these talking points, where appropriate, wit our residents. If you have any questions, please let me or Rich know.

*ATT #3*

## IMPORTANT INFORMATION ABOUT YOUR DRINKING WATER [PFOA/PFOS] MCL Exceedance at [Water System Name]

### Why are you receiving this notice/information?

You are receiving this notice because testing of our public water system found the chemical [perfluorooctanoic acid (PFOA)/perfluorooctanesulfonic acid (PFOS)] in your drinking water at [x] ppt. This is above New York State's maximum contaminant level (MCL) of 10 ppt for [PFOA/PFOS] in public drinking water systems. The MCL is set well below levels known or estimated to cause health effects. Consuming drinking water with [PFOA/PFOS] at or somewhat above the MCL does not pose a significant health risk. Your water continues to be acceptable for all uses. The [Water System Name] is working on a strict timetable to reduce levels below the MCL.

### What are the health effects of [PFOA/PFOS]?

The available information on the health effects associated with [PFOA/PFOS], like many chemicals, comes from studies of high-level exposure in animals or humans. Less is known about the chances of health effects occurring from lower levels of exposure, such as those that might occur in drinking water. As a result, finding lower levels of chemicals in drinking water prompts water suppliers and regulators to take precautions that include notifying consumers and steps to reduce exposure.

[PFOA/PFOS] has caused a wide range of health effects when studied in animals that were exposed to high levels. Additional studies of high-level exposures of [PFOA/PFOS] in people provide evidence that some of the health effects seen in animals may also occur in humans. The most consistent findings in animals were effects on the liver and immune system and impaired fetal growth and development. The United States Environmental Protection Agency considers [PFOA/PFOS] as having suggestive evidence for causing cancer based on studies of animals exposed to high levels of this chemical over their entire lifetimes.

At the level of [PFOA/PFOS] detected in your water, exposure from drinking water and food preparation is well below [PFOA/PFOS] exposures associated with health effects. < 35 PPT

### What is New York State doing about [PFOA/PFOS] in public drinking water?

The New York State Department of Health (NYS DOH) has adopted a drinking water regulation that requires all public water systems to test for [PFOA/PFOS]. If found above the MCL of 10 ppt, the water supplier must take steps to lower the level to meet the standard. Exceedances of the MCL signal that steps should be taken by the water system to reduce contaminant levels.



## What is being done to meet the MCL?

[Water System Name] is working with the [local health department name] on a compliance schedule that includes steps to reduce levels of [PFOA/PFOS]. [Provide information about actions to be taken.] Additional information will be shared as further testing and progress occurs. This process is similar for any chemical detected in public drinking water that requires mitigation due to exceedance of an MCL. The compliance timetable will ensure that your drinking water will meet the MCL as rapidly as possible.

## Where can I get more information?

For more information, please contact [name of water system contact] at [phone number] or [mailing address]. You can also contact the [local health department name] at [phone number].

If you have additional questions about these contaminants and your health, talk to your health care provider who is most familiar with your health history and can provide advice and assistance about understanding how drinking water may affect your personal health.

**Public Water System ID#** [pws id]

**Date** [distribution date]

***Annual Drinking Water Quality Report for 2020***  
***TOWN OF POESTENKILL***  
***38 DAVIS DRIVE, POESTENKILL, NY 12140***  
***Public Water Supply ID# NY4130338***

## **INTRODUCTION**

To comply with State regulations, the Town of Poestenkill, will be annually issuing a report describing the quality of your drinking water. The purpose of this report is to raise your understanding of drinking water and awareness of the need to protect our drinking water sources. Last year, your tap water met all State drinking water health standards. We are proud to report that our system did not violate a maximum contaminant level or any other water quality standard. This report provides an overview of last year's water quality. Included are details about where your water comes from, what it contains, and how it compares to State standards.

If you have any questions about this report or concerning your drinking water, please contact Robert Brunet, Poestenkill Water Manager (518-283-5100 Ext.110 or cell 518-542-4960). We want you to be informed about your drinking water. If you want to learn more, please attend any of our regularly scheduled Town Board meetings which are held the third Thursday of each month at 7:00 PM at the Poestenkill Town Hall.

## **WHERE DOES OUR WATER COME FROM?**

In general, the sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activities. Contaminants that may be present in source water include: microbial contaminants; inorganic contaminants; pesticides and herbicides; organic chemical contaminants; and radioactive contaminants. In order to ensure that tap water is safe to drink, the State and the EPA prescribe regulations which limit the amount of certain contaminants in water provided by public water systems. The State Health Department's and the FDA's regulations establish limits for contaminants in bottled water which must provide the same protection for public health.

Our water system purchases its water from the City of Troy, which is then pumped from Troy to Poestenkill, through Brunswick. The City of Troy draws its water from a "Surface Water Supply", the spring fed Tomhannock Reservoir. It is located northeast of the City of Troy. Water flows from the Reservoir to the Troy Water Treatment Plant (TWTP), a complete treatment facility.

Our water system serves approximately 400 service connections with approximately 980 people using water daily. The water is chlorinated as it enters the Town of Poestenkill.

## **ARE THERE CONTAMINANTS IN OUR DRINKING WATER?**

As the State regulations require, we routinely test your drinking water for numerous contaminants. These contaminants include: total coliform, nitrate, nitrite, lead and copper, volatile organic compounds, total trihalomethanes, haloacetic acids, and synthetic organic compounds.

The table presented below depicts which compounds were detected in your drinking water. The State allows us to test for some contaminants less than once per year because the concentrations of these

ATT #14

contaminants do not change frequently. Some of our data, though representative, are more than one year old.

It should be noted that all drinking water, including bottled drinking water, may be reasonably expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the EPA's Safe Drinking Water Hotline (800-426-4791) or the Rensselaer County Department of Health at (518) 270-2632 (Mr. Rich Elder).

Table of Detected Contaminants							
Contaminant	Violation Yes/No	Date of Sample (2020)	Level Detected (Avg/Max) (Range)	Unit Measurement	MCLG	Regulatory Limit (MCL, TT or AL)	Likely Source of Contamination
Chloroform	No	2/3	61.5/62 61-62	Ug/L			Formed by reaction of chlorine with naturally Occurring organics
Chloroform	No	4/1	53.8/54.6 53-54.6	Ug/L			Formed by reaction of chlorine with naturally Occurring organics
Chloroform	No	7/2	75.6/75.8 75.5-75.8	Ug/L			Formed by reaction of chlorine with naturally Occurring organics
Chloroform	No	12/2	52.5/52.6 52.4-52.6	Ug/L			Formed by reaction of chlorine with naturally Occurring organics
Bromodichloromethane	No	2/3	8.15 8.1-8.2	Ug/L			Formed by reaction of chlorine with naturally Occurring organics
Bromodichloromethane	No	4/1	7.2/7.2 7.2-7.2	Ug/L			Formed by reaction of chlorine with naturally Occurring organics
Bromodichloromethane	No	7/2	9.1/9.2 9.1-9.2	Ug/L			Formed by reaction of chlorine with naturally Occurring organics
Bromodichloromethane	No	12/2	8.5/8.6 8.4-8.6	Ug/L			Formed by reaction of chlorine with naturally Occurring organics

Dibromochloromethane	No	2/3	<1.0/<1.0 <1.0-<1.0	Ug/L			Formed by reaction of chlorine with naturally Occurring organics
Dibromochloromethane	No	4/1	<1.0/<1.0 <1.0-<1.0	Ug/L			Formed by reaction of chlorine with naturally Occurring organics
Dibromochloromethane	No	7/2	<1.0/<1.0 <1.0-<1.0	Ug/L			Formed by reaction of chlorine with naturally Occurring organics
Dibromochloromethane	No	12/2	1.3/1.3 1.3-1.3 <1.0-<1.0	Ug/L			Formed by reaction of chlorine with naturally Occurring organics
Bromoform	No	2/3	<1.0/<1.0 <1.0-<1.0	Ug/L			Formed by reaction of chlorine with naturally Occurring organics
Bromoform	No	4/1	<1.0/<1.0 <1.0-<1.0	Ug/L			Formed by reaction of chlorine with naturally Occurring organics
Bromoform	No	7/2	<1.0/<1.0 <1.0-<1.0	Ug/L			Formed by reaction of chlorine with naturally Occurring
Bromoform	No	12/2	<1.0/<1.0 <1.0-<1.0	Ug/L			Formed by reaction of chlorine with naturally Occurring
Total Trihalomethanes	No*	2/3	69.6/70.1 69.2-70.1	Ug/L		80 ug/l	Formed by reaction of chlorine with naturally Occurring organics
Total Trihalomethanes	No*	4/1	61/61.8 60.2-61.8	Ug/L		80 ug/l	Formed by reaction of chlorine with naturally Occurring organics
Total Trihalomethanes	No*	7/2	84.3/85.9 82.8-85.9	Ug/L		80 ug/l	Formed by reaction of chlorine with naturally Occurring organics
Total Trihalomethanes	No*	12/2	62.3/62.3 62.3-62.3	Ug/L		80 ug/l	Formed by reaction of chlorine with naturally Occurring organics

Dibromoacetic Acid	No	2/3	<1.0/<1.0 <1.0-<1.0	Ug/L		Formed by reaction of chlorine with naturally Occurring organics
Dibromoacetic Acid	No	4/1	<1.0/<1.0 <1.0-<1.0	Ug/L		Formed by reaction of chlorine with naturally Occurring organics
Dibromoacetic Acid	No	7/2	<1.0/<1.0 <1.0-<1.0	Ug/L		Formed by reaction of chlorine with naturally Occurring organics
Dibromoacetic Acid	No	12/2	<1.0/<1.0 <1.0-<1.0	Ug/L		Formed by reaction of chlorine with naturally Occurring organics
Dichloroacetic Acid	No	2/3	15.8/16 15.7-16	Ug/L		Formed by reaction of chlorine with naturally Occurring organics
Dichloroacetic Acid	No	4/1	23.9/24 23.9-24	Ug/L		Formed by reaction of chlorine with naturally Occurring organics
Dichloroacetic Acid	No	7/2	6.9/8.0 5.8-8.0	Ug/L		Formed by reaction of chlorine with naturally Occurring organics
Dichloroacetic Acid	No	12/2	6.0/6.3 5.8-6.3	Ug/L		Formed by reaction of chlorine with naturally Occurring organics
Monobromoacetic Acid	No	2/3	<1.0/<1.0 <1.0-<1.0	Ug/L		Formed by reaction of chlorine with naturally Occurring organics
Monobromoacetic Acid	No	4/1	<1.0/<1.0 <1.0-<1.0	Ug/L		Formed by reaction of chlorine with naturally Occurring organics
Monobromoacetic Acid	No	7/2	<1.0/<1.0 <1.0-<1.0	Ug/L		Formed by reaction of chlorine with naturally Occurring organics

Monobromoacetic Acid	No	12/2	<1.0/<1.0 <1.0-<1.0	Ug/L			Formed by reaction of chlorine with naturally Occurring organics
Monochloroacetic Acid	No	2/3	4.4/4.9 3.9-4.9	Ug/L			Formed by reaction of chlorine with naturally Occurring organics
Monochloroacetic Acid	No	4/1	4.8/4.9 4.7-4.9	Ug/L			Formed by reaction of chlorine with naturally Occurring organics
Monochloroacetic Acid	No	7/2	2.1/2.2 2.1-2.2	Ug/L			Formed by reaction of chlorine with naturally Occurring organics
Monochloroacetic Acid	No	12/2	2.1/2.2 2.0-2.2	Ug/L			Formed by reaction of chlorine with naturally Occurring organics
Trichloroacetic Acid	No	2/3	26.9/27.5 26.3-27.5	Ug/L			Formed by reaction of chlorine with naturally Occurring organics
Trichloroacetic Acid	No	4/1	22.2/22.5 21.9-22.5	Ug/L			Formed by reaction of chlorine with naturally Occurring organics
Trichloroacetic Acid	No	7/2	12.2/13.5 11.0-13.5	Ug/L			Formed by reaction of chlorine with naturally Occurring organics
Trichloroacetic Acid	No	12/2	9.2/9.7 8.7-9.7	Ug/L			Formed by reaction of chlorine with naturally Occurring organics
Total Haloacetic Acid	No	2/3	42.6/49.3 45.9-49.3	Ug/L		60 ug/l	Formed by reaction of chlorine with naturally Occurring organics
Total Haloacetic Acid	No	4/1	48.1/48.3 48-48.3	Ug/L		60 ug/l	Formed by reaction of chlorine with naturally Occurring organics

Total Haloacetic Acid	No	7/2	20.2/23.7 16.7-23.7	Ug/L		60 ug/l	Formed by reaction of chlorine with naturally occurring organics
Total Haloacetic Acid	No	12/2	16.3/18.2 14.4-18.2	Ug/L		60 ug/l	Formed by reaction of chlorine with naturally occurring organics
Copper	No	6/16	.04/.09 .01-.09	Mg/L		<1.3 mg/l	Corrosion of household plumbing systems; Erosion of natural deposits; leaching from wood preservatives
Lead	No	6/16	<.001/<.001 <.001/<.001	Mg/L		<.015mg/l	Corrosion of household plumbing systems; Erosion of natural deposits
Nitrates	No	2/3/20	0.305	Mg/L		<0.2-10	Runoff from fertilizer use; Leaching from septic tanks, sewage; Erosion of natural deposits.

- \* Trihalomethane Maximum Contaminate Level (MCL) is based on an average of the four quarterly samples.
- During 2020 we collected and analyzed 12 samples for lead. The level included in the table represents the average for all 12 locations. The MCL was not exceeded at any of the sites we tested.

The following table is provided for Total Haloacetic Acid and Total Trihalomethanes since the MCLs for these contaminants are based upon a Rolling Annual Average.

Total Trihalomethanes	2 <sup>nd</sup> Qtr. 2019	3 <sup>rd</sup> Qtr. 2019	4 <sup>th</sup> Qtr. 2019	1 <sup>st</sup> Qtr. 2020	2 <sup>nd</sup> Qtr. 2020	3 <sup>rd</sup> Qtr. 2020	4 <sup>th</sup> Qtr. 2020
Quarterly Average	39.3	92.7	61.1	69.6	61	84.3	62.3
Rolling Annual Average	-	-	-	65.8	71.1	69.0	66.3
Total Haloacetic Acid	2 <sup>nd</sup> Qtr. 2019	3 <sup>rd</sup> Qtr. 2019	4 <sup>th</sup> Qtr. 2019	1 <sup>st</sup> Qtr. 2020	2 <sup>nd</sup> Qtr. 2020	3 <sup>rd</sup> Qtr. 2020	4 <sup>th</sup> Qtr. 2020
Quarterly Average	44.6	33.3	24.4	42.6	48.1	20.2	16.3
Rolling Annual Average	-	-	-	36.2	37.1	33.8	27.9

### Coliform and E Coli Test Results

Date (2020)	Sample ID:	Result	Analysis Units
1/2	BA00016	Negative	Per ml
2/3	BA01860	Negative	Per ml
3/2	BA03504	Negative	Per ml
4/1	BA05084	Negative	Per ml
5/1	BA06126	Negative	Per ml
6/1	BA07540	Negative	Per ml
7/2	BA09765	Negative	Per ml
8/3	BA11873	Negative	Per ml
9/2	BA13985	Negative	Per ml
10/1	JH2007567	Negative	Per ml
11/2	CREL00313	Negative	Per ml
12/2	BB00823	Negative	Per ml

As the State regulations require, we routinely test your drinking water for numerous contaminants. These contaminants include: total coliform, turbidity, inorganic compounds, nitrate, lead and copper, volatile organic compounds, total trihalomethanes, and synthetic organic compounds. None of the compounds we analyzed for were detected higher than the regulatory level in your drinking water.

#### **Definitions:**

**Maximum Contaminant Level (MCL):** The highest level of a contaminant that is allowed in drinking water. MCLs are set as close to the MCLGs as feasible.

**Maximum Contaminant Level Goal (MCLG):** The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.

**Maximum Residual Disinfectant Level (MRDL):** The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.

**Maximum Residual Disinfectant Level Goal (MRDLG):** The level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contamination.

**Action Level (AL):** The concentration of a contaminant which, if exceeded, triggers treatment or other requirements which a water system must follow.

**Treatment Technique (TT):** A required process intended to reduce the level of a contaminant in drinking water.

**Level 1 Assessment:** A Level 1 assessment is an evaluation of the water system to identify potential problems and determine, if possible, why total coliform bacteria have been found in our water system.

**Level 2 Assessment:** A Level 2 assessment is an evaluation of the water system to identify potential problems and determine, if possible, why an *E. coli* MCL violation has occurred and/or why total coliform bacteria have been found in our water system on multiple occasions.

**Non-Detects (ND):** Laboratory analysis indicates that the constituent is not present.

**Nephelometric Turbidity Unit (NTU):** A measure of the clarity of water. Turbidity in excess of 5 NTU is just noticeable to the average person.



**Milligrams per liter (mg/l)**: Corresponds to one part of liquid in one million parts of liquid (parts per million - ppm).

**Micrograms per liter (ug/l)**: Corresponds to one part of liquid in one billion parts of liquid (parts per billion - ppb).

**Nanograms per liter (ng/l)**: Corresponds to one part of liquid to one trillion parts of liquid (parts per trillion - ppt).

**Picograms per liter (pg/l)**: Corresponds to one part per of liquid to one quadrillion parts of liquid (parts per quadrillion – ppq).

**Picocuries per liter (pCi/L)**: A measure of the radioactivity in water.

**Millirems per year (mrem/yr)**: A measure of radiation absorbed by the body.

**Million Fibers per Liter (MFL)**: A measure of the presence of asbestos fibers that are longer than 10 micrometers.

## WHAT DOES THIS INFORMATION MEAN?

As you can see by the table, our system had no violations. We have learned through our testing that some contaminants have been detected; however, these contaminants were detected below New York State requirements. We are required to present the following information on lead in drinking water:

### Lead:

If present, elevated levels of lead can cause serious health problems, especially for pregnant women, infants, and young children. It is possible that lead levels at your home may be higher than at other homes in the community as a result of materials used in your home's plumbing. The Town of Poestenkill is responsible for providing high quality drinking water, but cannot control the variety of materials used in plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water for drinking or cooking. If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline (1-800-426-4791) or at <http://www.epa.gov/safewater/lead>.

### Nitrate :

As you can see by the table, our system had no violations, but we have learned through our testing that some contaminants have been detected; however, these contaminants were detected below New York State requirements. Although nitrate was detected below the MCL, it was detected at .305 Mg/ L. Therefore, we are required to present the following information on nitrate in drinking water:

“Nitrate in drinking water at levels above 10 mg/l is a health risk for infants of less than six months of age. High nitrate levels in drinking water can cause blue baby syndrome. Nitrate levels may rise quickly for short periods of time because of rainfall or agricultural activity. If you are caring for an infant, you should ask for advice from your health care provider.”

## **IS OUR WATER SYSTEM MEETING OTHER RULES THAT GOVERN OPERATIONS?**

During 2020, our system was in compliance with applicable State drinking water operating, monitoring and reporting requirements.

## **DO I NEED TO TAKE SPECIAL PRECAUTIONS?**

Although our drinking water met or exceeded state and federal regulations, some people may be more vulnerable to disease causing microorganisms or pathogens in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice from their health care provider about their drinking water. EPA/CDC guidelines on appropriate means to lessen the risk of infection by Cryptosporidium, Giardia and other microbial pathogens are available from the Safe Drinking Water Hotline (800-426-4791).

## **WHY SAVE WATER AND HOW TO AVOID WASTING IT?**

Although our system has an adequate amount of water to meet present and future demands, there are a number of reasons why it is important to conserve water:

- ◆ Saving water saves energy and some of the costs associated with both of these necessities of life;
- ◆ Saving water reduces the cost of energy required to pump water and the need to construct costly new wells, pumping systems and water towers; and
- ◆ Saving water lessens the strain on the water system during a dry spell or drought, helping to avoid severe water use restrictions so that essential firefighting needs are met.

You can play a role in conserving water by becoming conscious of the amount of water your household is using, and by looking for ways to use less whenever you can. It is not hard to conserve water. Conservation tips include:


- ◆ Automatic dishwashers use 15 gallons for every cycle, regardless of how many dishes are loaded. So get a run for your money and load it to capacity.
- ◆ Turn off the tap when brushing your teeth.
- ◆ Check every faucet in your home for leaks. Just a slow drip can waste 15 to 20 gallons a day. Fix it and you can save almost 6,000 gallons per year.
- ◆ Check your toilets for leaks by putting a few drops of food coloring in the tank, watch for a few minutes to see if the color shows up in the bowl. It is not uncommon to lose up to 100 gallons a day from one of these otherwise invisible toilet leaks. Fix it and you save more than 30,000 gallons a year.

## **CLOSING**

Thank you for allowing us to continue to provide your family with quality drinking water this year. In order to maintain a safe and dependable water supply we sometimes need to make improvements that will benefit all of our customers. The costs of these improvements may be reflected in the rate structure. Rate adjustments may be necessary in order to address these improvements. We have no such plans in the works at this time; however, as water standards become more challenging, as I expect, the need may arise to plan for improvements. We ask that all our customers to help us protect our water sources, which are the heart of our community. Please call our office if you have questions.

If you have any questions about this report or concerning your drinking water, please contact me, Robert Brunet, Poestenkill Water Manager 518- 283-5100 Ext. 110 or my cell 518-542-4960. We want you to be informed about your drinking water.

Respectfully submitted,

A handwritten signature in cursive script that reads "Robert Brunet".

Robert L. Brunet, P.E.  
Water Manager

**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: March 1, 2021**

**RE: Algonquin PFOA Meeting**

You should be aware that the Algonquin Middle School was recently notified by the Rensselaer County Department of Health that the laboratory results for the quarterly Algonquin Middle School water sample indicated a PFOA level of 13 parts per trillion (ppt), exceeding the newly established allowable New York State Maximum Contaminant Level (MCL) of 10 ppt. The school sent out a letter to the Averill Park Families notifying them of this issue. A second test, as required by law, was conducted on February 1<sup>st</sup>. Unfortunately, the second set of tests confirmed the 1<sup>st</sup> set of failed results. The basic problem is the school's two "Private "Wells"", not our municipal water system. The Algonquin Middle School is NOT CONNECTED TO OUR WATER SYSTEM. I have been very involved with the RCDOH Director, the Algonquin School personnel, and the Capital Regional Environmental Laboratory personnel in consulting on this issue. We could conceivably be questioned by our residents who are also on wells. As a point of knowledge, FYI, the Poestenkill Elementary School is connected to our water system and does not have any problem. On the last three weekends, I have performed preliminary "Altitude and Water Pressure" tests to determine routing feasibility should the school desire to connect to our water system. This data indicates that the routing from our existing system is feasible. I will be delighted to help the school in planning and implementing this endeavor (if chosen). It is my understanding that Richie Elder (RCDOH) has also suggested this as a solution to the school problem, and I agree. Both Richie and I have told the school that EPA grants are available for this type of situation, and I have provided them with contact information to research and apply for the grants.

visited the area of 266 Algonquin Beach Road February 23, to access an icing issue due to improper driveway drainage and lack of negative pitch at the roadway. As a result, after reaching out to neighboring towns (Sand Lake and Brunswick) it was determined that we as a town currently have no driveway at road requirements for a permit, which would require proper installation before an application was approved. D.J. is going to address the issue further with possible provisions for a change in the town code requirements. This office continues to communicate with the Town of Sand Lake as issues arise involving complaints as expected for the conflict of interest case mentioned prior. The NYS mandated training is continued and ongoing as to meet the 25-hour requirements. All other questions or concerns are being addressed promptly. The Town of Poestenkill will continue to be represented by this office in a polite, efficient and professional manner.

Respectfully submitted

A handwritten signature in cursive script that reads "Tracy D Church". The signature is written in black ink and is positioned above the printed name.

Tracy Church

Building Inspector/ Code Enforcement Official

## Michelle Asquith

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**From:** Bob Guyer <straydawg302@gmail.com>  
**Sent:** Wednesday, March 10, 2021 4:39 PM  
**To:** Michelle Asquith  
**Subject:** RE: Monthly report

Dog control calls

Barking dog complaints - 4

Dogs running at large - 3

Wildlife and cat calls - 8

Bob Guyer  
Dog control officer

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

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

**From:** Michelle Asquith <secpoest@nycap.rr.com>  
**Date:** 3/10/21 3:42 PM (GMT-05:00)  
**To:** 'Bob Guyer' <straydawg302@gmail.com>  
**Subject:** Monthly report

Hello can I 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 (DJ) Goyer

Date: March 10<sup>th</sup>, 2021

RE: Highway Activities

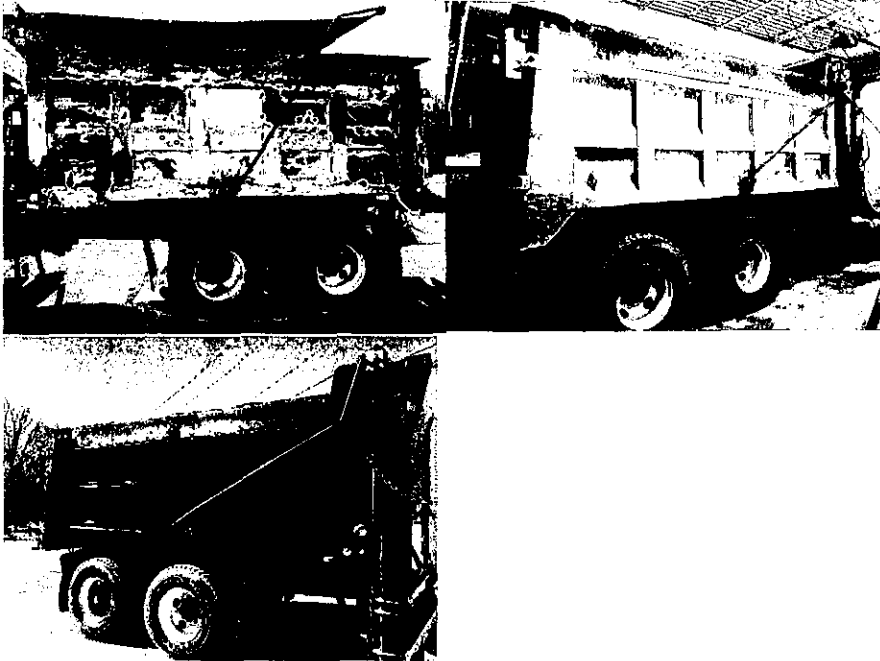
February 12<sup>th</sup>,2021-March 10<sup>th</sup>,2021

1. The highway crew received round one of the COVID-19 vaccine Friday February 12<sup>th</sup> and will be getting the second shot on Friday March 12<sup>th</sup>.
2. We had an incident back on December 31<sup>st</sup> during a snowstorm where a sander broke loose from the back of the dump truck due to broken tie downs. This sander had major damage on it and was no longer usable. I put a claim into the towns insurance company in hope we would get something for it. This sander was bought new back in 2006 with the dump truck it was in. Michelle and I had multiple calls with the insurance company and the claims services to try to settle this situation. We ended up getting a check for \$16,750.00 on February 12<sup>th</sup>, which is \$500 dollars less than the price of a tandem sander brand new! The \$500 is our insurance deductible. We are

extremely fortunate to have this outcome and makes it possible to replace that sander in the future.

3. We had another busy winter month that led to many days of plowing snow and sanding roads.
4. Truck 104 broke down during the snow/freezing rain storm that came through town on February 16<sup>th</sup>. The alternator broke on the engine, but we were able to get new one on it in a reasonable time. Luckily, this was fairly quick and the other trucks picked up the slack during that timeframe.
5. Thank you to Sue, Tiffany, and Tracy for the lunch you made and brought to the highway crew at the garage. Everyone greatly appreciated and it was delicious.
6. Road salt was ordered and delivered a few times throughout the month, and once the deliveries were made, we hauled sand in from the gravel pit to fill the shed once again.
7. The crew had numerous shop days after the storms to wash plow trucks and perform maintenance to the equipment. Cutting edges were changed, Sander maintenance was performed, and plow frames were painted.
8. Keven and I took a couple days to work on truck 116 dump body. The steel dump body was getting rusty and starting to have deep rust spots. We sandblasted the body down to bare metal, and then body filled the weak spots. We used our air sprayers to apply new primer base coat and then finished it with a new red topcoat. Looks like a brand-new body! Below is pictures of the process to show the work involved:





9. We spent three days cutting back the trees on Neldor Rd off Snyders corners rd. This road was getting overgrown and needed to be cut back on entire lane going in and then part of the lane going out.
10. The crew has our road sweeper and our pull broom sweeper in the shop doing regular maintenance on them both to get them ready for spring sweeping season. Both are serviced and ready to go.
11. We had a windstorm come through that caused a handful of trees to come down, so we were out cleaning those locations up and chipping the brush.
12. Had part of the crew out past couple days with our hotbox trailer patching the potholes in our roads with cold patch mix.
13. I have been at the gravel pit with a couple guys working on some projects ahead of the mine permit renewal this spring. We have been correcting some grade issues, mine perimeter markers, stockpile corrections, and other permit related corrections.

**Discussion Item:** Creating a driveway permit application for the town of Poestenkill. This would help eliminate current problems we are having with driveways that were installed in recent years without a certain set of standards or guidance from the town. Tracy and I drafted up a sample that we would like to use for this process. The sample came from what the town of Brunswick and Sand lake currently use. It would suite us well in my opinion and prevent the drainage/stormwater problems we are currently dealing with.

**Today, I attended a virtual meeting of 12 people from the APCSD, the RCDOH, and others representing the schools' interests. We presented the details of route alternatives should the school desire to connect to our system. The meeting was fast paced and a lengthy discussion resulted in Jim Franchini (Superintendent of Schools) saying that it appears that everyone supports that the school should connect to the Poestenkill Water supply, as opposed to an "Activated Charcoal System". He stated that the School Board will meet the following week and that he will recommend that they connect to the Poestenkill Water. He concluded the meeting by thanking everyone and said "The Town has been fantastic". The RCDOH was fully supportive of our proposal.**



## TOWN OF POESTENKILL

38 Davis Drive, P.O. 210

Poestenkill, NY 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: March 11, 2021

RE: February/ March 2021 Report

#### OVERVIEW:

The Building Department/ Code Enforcement office has remained open and continues to be available as needed. As spring approaches the inquiries for Building permits has increased as expected. We have been issuing building permits at an increased rate and schedule inspections that follow. The Building Department has been asked to assist the Town of Sand Lake with a difficult situation as to relief a Conflict of Interest, resulting from a variance violation on a lakeside lot possibly involving a Town of Sand Lake Board member. The Code Enforcement/ Building department Town of Poestenkill has the necessary NYS required credentials to legally perform the required inspections and documents to meet the appropriate guidelines to enforce Zoning regulations and inspections required for a certificate of compliance and ideally a certificate of occupancy when complete. This office has also been requested via 911 to assist in a situation on High Meadow Road, by the NYSP regarding a dispute with homeowners regarding a legal ROW. Both parties have agreed to discontinue these activities until they reach a verdict within the Civil Court System. The NYSP have finalized this case and relieved this office of the burden of follow up. We continue to get very harsh e-mails from a resident on Liberty Lane, some of which are quite bizarre and somewhat threatening. A recipient other that this office has contacted Supervisor Hammond inquiring as to the level of threat. (Congressman Anthony Delgado). The person or persons responsible are not strangers to The Town of Poestenkill, neighboring towns or even the County or State Government offices. The NYSP are monitoring the situation and content. Recent complaints regarding Lot #8 Lochvue have resulted in an intervention to avoid MS-4 violations. The developer was contacted, and the proper preventative measures were put in place with a warning followed by an agreement that these issues would be addressed prior to any surface disruption. D.J. Goyer, acting Highway Superintendent and myself