

Dear Members of the Town Planning Board,

This letter is in reference to our water usage. I am attaching our Town Water Agreement along with other supporting documents. It is our conclusion that Tin Barn Brewing has had minimal impact on the Town Water Supply and any water quantity concerns are a result of the status of the Sugar Loaf Water District.

In 2019, after conducting a water flow test with Sullivan Fire at the hydrant across from the post office and in the Fire House Parking lot, it was determined that 'the Sugar Loaf water supply system has capacity in excess of that need to supply its residents with water' and Tin Barn Brewing was allowed to connect to the Water District without unique restrictions. We are held to the same restrictions as residents, i.e., no outside water usage when posted.

We have attached our Activity Report as well. This shows that, as business has expanded, water usage did increase. After receiving our water usage bill from Sept 2022, we did create and implement new protocols for lowering water usage. We were able to lower use in the next quarter and we expect to be able to continue lowering any excess water usage.

#### Sugar Loaf Water District

Sugar Loaf Water District is currently operating on one well. They are in the process of getting approvals from the DEC for the new Well #2, however, when we first joined the water district there were three wells. Well #2 was lost; the 2022 Water Report states it suffered from pump failure. The backup Well #3 was abandoned due to E.coli. There are many other events that affect the water users in the Sugar Loaf Water District; some are listed below:

Sept 26, 2022- Water Main Break and Boil Water Notice

March 11, 2023 - Water Main Break and Sugar Loaf Lost Entire Water Tower Storage

June 6, 2023 - The Sugar Loaf Water District is experiencing cloudy water with possible sediment with no exact conclusion as to why this has occurred.

June 8, 2023 - Town of Chester put a restriction on water usage - No outside water usage.

The condition and composition of the Sugar Loaf Water District is having the greatest impact on the Chester residents. We do not believe these conditions are based on Tin Barn's usage and hope they will improve after the new Well #2 is put into use.

#### Derosé Lane

There have been complaints of low water pressure in houses on Derosé Lane prior to our project's inception since 2019. These complaints remain the same both prior to and post Tin Barn connecting to the water supply and have not changed as a direct result to Tin Barn. During the Sullivan Fire Flow test, they also tested the residual pressure on the Hydrant at the corner of Kings Highway Bypass and Derosé Lane while the water at the Fire House was flowing at 1300gpm. It was found to remain at 50psi.

I would also like to note that Tin Barn has helped add improvements to the Sugar Loaf Water District. When we went to connect, the exact location of the water line was not on any drawings and was unknown and untraceable. All new constructed water pipes and the location where we tied in-to now have tracer wire for easier location; we also installed an extra valve for access to the water for clean outs or future users adjacent to the easement.

You will find attached:

Town of Chester Water Agreement

Sullivan Fire Flow Test

Water Site Plan

Tin Barn Water Activity

Other documents noted are available on the Town's Website under the Water Department

Sincerely,

Tin Barn Brewing

09/14/2023

## OUT OF DISTRICT WATER AGREEMENT

THIS AGREEMENT made this 12<sup>th</sup> day of ~~October~~ *December*, 2019, by and between the TOWN OF CHESTER, a municipal corporation with offices located at 1786 Kings Highway, Chester, New York 10918 (hereinafter referred to as the "Town") and TIN BARN BREWING, INC., a corporation created, organized and existing under the laws of the State of New York with its principal address for business located at 62 Kings Highway Bypass, Chester, New York 10918 (hereinafter referred to as the "Corporation").

**WHEREAS**, the Town owns and operates a municipal water supply system consisting of wells, pumps and a distribution system for the Sugar Loaf Water District; and

**WHEREAS**, the Sugar Loaf water supply system has capacity in excess of that need to supply its residents with water; and

**WHEREAS**, New York State Town Law permits the sale of water service outside of the Sugar Loaf Water District boundary; and

**WHEREAS**, the Corporation owns property located at 62 Kings Highway Bypass in the Town of Chester, identified as Section 13, Block 1, Lot 44.22 on the tax map of the Town of Chester (hereinafter referred to as the "Property"), and more particularly identified and described in Exhibit A and depicted on a survey which is annexed hereto as Exhibit B; and

**WHEREAS**, the Corporation will be opening a brewery on the Property and desires to purchase water service now and/or in the near future to serve the Property; and

**WHEREAS**, the Town recognizes that this Agreement is in the public interest and is willing to provide such water service now and/or in the future in exchange for the considerations as provided for herein; and

**WHEREAS**, in consideration hereof, the Corporation agrees not to install or maintain, or cause to be installed or maintained, an individual well and further agrees that, although the existing well shall remain on the Property, Corporation shall be required to disconnect and cap water piping from the well to the building and terminate electric power to the well and wellhead; and

**WHEREAS**, the Town Board of the Town of Chester has determined that the provision of water service to the Property will not have a significant impact on the environment and has classified this as a Type II exempt action pursuant to the State Environmental Review Act.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein and hereinafter set forth, the parties agree as follows:

1. The Town agrees to provide water service to the Property and the Corporation agrees to accept said water service. All laws, rules, regulations and ordinances governing the use of Sugar Loaf Water District service are incorporated by reference into this Agreement with the same full force and effect as if more fully set forth herein.

2. The Corporation shall, at its sole cost and expense, construct all necessary water lines and facilities from the Sugar Loaf Water District mains to and within the Property.

3. All water lines and water facilities shall be constructed in accordance with plans and specifications which have been approved by the Town Engineer and completed in a workmanlike manner. The Town Engineer shall provide for inspections during the construction and the testing of water lines and facilities at the sole cost and expense of the Corporation.

4. Water service shall not commence until such time as the Town Engineer shall have certified all completed work. The Corporation shall pay all costs and necessary fees related to the inspection and certification.

5. The Corporation shall install, at its sole cost and expense, a water meter and shut-off valves at the point of connection to the Town water system. The type and model of water meter and shut-off valves shall be approved by the Town.

6. The Corporation shall pay to the Town the published tap fee for the hook-up to the Town water system. Such payment shall be made at the time of the hook-up and installation. This payment is in addition to water use rents that the Town shall receive from the Corporation.

7. The Property shall be added to the Sugar Loaf Water District for billing purposes only. The Corporation shall be billed for water usage rents on a semi-annual basis, at the rate set for out-of-district users, which is currently \$5.00 per/1,000 gallons, per Resolution of the Town Board of the Town of Chester dated October 28, 2008.

8. The Corporation shall be billed as an Out-Of-District User based upon an Equivalent Dwelling Unit (EU) calculation, wherein one (1) EDU is the equivalent of one (1) single family household. Based upon the water usage values projected by Corporation herein, the capital improvement contribution charge levied against Corporation shall be based upon 5 EDU's.

9. All rights and responsibilities herein set forth shall run with the land.

10. In the event that the Town determines that it faces the potential of insufficient water supply for its use and the use of its inhabitants, the Town may adopt conservation measures to curtail waste outside and inside the Sugar Loaf Water District. The Corporation agrees to be bound by such measures.

11. This Agreement shall not create any obligations to maintain a water system should the Sugar Loaf Water District be abandoned or otherwise eliminated. The Town shall have no affirmative duties to supply water.

12. The Corporation further agrees to petition for inclusion in the Sugar Loaf Water District. In accordance with New York State Town Law and New York State General Municipal Law, upon the application of the Sugar Loaf Water District to include the Property, this Agreement shall have no further force and effect.

13. The failure of either party hereto to insist upon a strict performance of any of the terms, conditions and covenants contained herein shall not be deemed a waiver of any rights or remedies that either party may have and shall not be deemed a waiver of any subsequent breach or default of the terms, conditions and covenants herein.

14. This Agreement may be recorded with the County Clerk for the County of Orange.

15. All notices to be given by any party to this Agreement to any other party hereto shall be in writing and sent by United States Postal Service Certified Mail, Return Receipt requested.

16. The Corporation shall indemnify and hold the Town harmless from any and all losses, claims or expenses, including reasonable experts' fees and attorneys' fees, arising out of the provision of water pursuant to this Agreement, except to the extent that any such losses, claims or expenses, or a portion thereof, are found by a court of competent jurisdiction by final judgment after litigation to be the result of the negligence or willful and wrongful act of the Town.

17. This Agreement shall be governed, construed and interpreted by, through and under the laws of the State of New York.

18. If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

19. The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.


TOWN OF CHESTER


Dated: 12-12-19

By:   
Robert Valentine, Town Supervisor

TIN BARN BREWING, INC.



Dated: 12-11-19

By:  V.P.  
Lauren VanPamelen (TITLE)

By:  Pres.  
Dale VanPamelen, (TITLE)

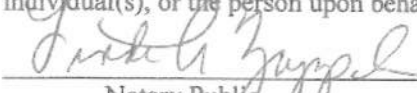
STATE OF NEW YORK )  
 )SS.:  
COUNTY OF ORANGE )

On this 12<sup>th</sup> day of October, 2019, before me, the undersigned, a Notary Public in and for said state, personal appeared ROBERT VALENTINE, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted executed the instrument.

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

On this 12<sup>th</sup> day of ~~October~~ December, 2019, before me, the undersigned, a Notary Public in and for said state, personal appeared a LAUREN VAN PAMELEN personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted executed the instrument.

  
Notary Public



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

On this 11<sup>th</sup> day of ~~October~~ December, 2019, before me, the undersigned, a Notary Public in and for said state, personal appeared a DALE VAN PAMELEN personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted executed the instrument.

  
Notary Public



# SULLIVAN FIRE PROTECTION CORP.

P.O. BOX 2021, 16 RAILROAD PLAZA, SOUTH FALLSBURG, NEW YORK 12778

845-434-4030 FAX: 845-434-5723

July 19, 2019

Lauren Van Pamelen

Project: Flow Test  
62 Kings Hwy. Bypass  
Chester, NY

On 7/15/19 at 9:00 am, Adam Gold of our firm performed a flow test of the hydrant located at Across from Post Office next to Fire House Parking lot. Witness to the flow testing procedure and operating the hydrants was Town of Chester Water Department.

The pressure readings on the control hydrants located at Corner of Kings Hwy and Derosé Ln. were obtained using a 2 ½" hydrant cap with a ¼" water pressure gauge. The pitot pressure and gpm readings were obtained using a 2 ½" pitot gauge mounted on the threads of the hydrant with an oil dampened pre-calibrated gauge showing both Pitot psi and gpm. The residual pressure was read at the same time that the gpm flow was being taken.

The results of the test are:

**Static Pressure: 70 psi**

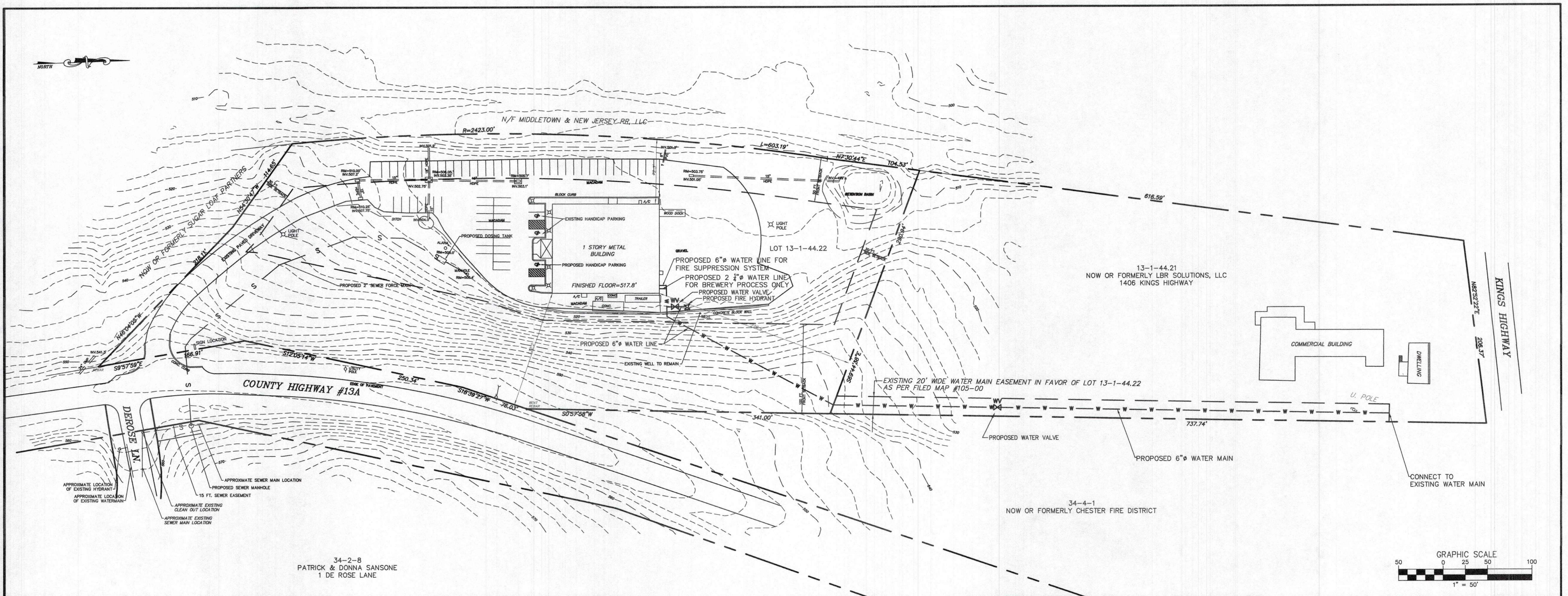
**Residual Pressure: 50 psi**

**Flow: 1300 gpm**

Very truly yours,  
SULLIVAN FIRE PROTECTION CORP

  
Debbie Haupt, Manager





NOTE:  
1. MEGA LUGS SHALL BE PROVIDED AT ALL WATER MAIN JOINTS.

PIPE DIAMETER (INCHES)	DELTA UP TO 22'-1/2"		DELTA 22'-1/2" TO 45'		DELTA 45' TO 90'	
	"A" SQ. FT.	"A" SQ. FT.	"A" SQ. FT.	"A" SQ. FT.	"A" SQ. FT.	"A" SQ. FT.
4-6	0.5	0.9	1.6	1.9	2.8	9.1
8	0.8	1.6	2.8	11.8		

TYPICAL THRUST BLOCK DETAILS  
N.T.S.

PIPE BEDDING DETAIL  
N.T.S.

WATER MAIN WET TAP DETAIL  
N.T.S.

WATER VALVE DETAIL  
N.T.S.

3	10/1/19	REVISED HYDRANT LOCATION AND TAPPING SLEEVE
2	9/27/19	AS PER TOWN ENGINEER'S COMMENTS
1	6/28/19	FOR APPROVAL
ISSUE	DATE	DESCRIPTION

SITE PLAN FOR  
**TIN BARN BREWING INC.**  
SECTION 13, BLOCK 1, LOT 44.22  
TOWN OF CHESTER  
ORANGE COUNTY, NEW YORK

**WATER SUPPLY CONNECTION PLAN**

**LEHMAN & GETZ, P.C.**  
CONSULTING ENGINEERS  
PH. 845-986-7747 FAX 845-986-0245  
17 RIVER STREET WARWICK, NEW YORK 10990

DAVID A. GETZ, P.E.  
N.Y.S. LIC. No. 61265

DRAWN BY	CHECKED BY	SCALE	JOB NO.	SHEET NO.
VH	DAG	AS NOTED	2052.1	W-1 OF 1

NO SITE PREPARATION OR CONSTRUCTION, INCLUDING UTILITY CONNECTIONS, SHALL COMMENCE UNTIL A VALID PERMIT HAS BEEN SECURED FROM THE ORANGE COUNTY DEPARTMENT OF PUBLIC WORKS, UNDER SECTION 136 OF THE HIGHWAY LAW.



**Town of Chester**  
**Customer Recent Activity Report**

**Report Date: 08/09/23 01:21 PM**

**Account Id:** 4004208-0  
**Owner:** LAUREN VANPAMELEN  
**Bill To:** TIN BARN BREWING  
**Property Location:** 62 KINGS HIGHWAY BYPASS

**Active Services:**

Water (Active Date: 08/24/20)

Recent Billings:	Bill Date	Due Date	Amount Billed	Amount Due	Usage	Principal Balance	Interest/Penalty
Water	03/31/23	04/15/23	1760.00	0.00	W: 320000	0.00	0.00
Water	09/30/22	10/15/22	2024.00	0.00	W: 368000	0.00	0.00
Water	03/31/22	04/15/22	1221.00	0.00	W: 222000	0.00	0.00
Water	09/30/21	10/15/21	1507.00	0.00	W: 274000	0.00	0.00
Water	03/31/21	04/15/21	720.50	0.00	W: 131000	0.00	0.00
Water	09/30/20	10/31/20	425.00	0.00	W: 80000	0.00	0.00
<b>Current Balance:</b>				<b>\$0.00</b>	<b>Avg W: 344000</b>	<b>\$0.00</b>	<b>\$0.00</b>

**Recent Payments & Adjustments:**

Type	Date	Amount	Description
Payment	04/11/23	1760.00	CK 544
Payment	10/07/22	2024.00	CK 460
Payment	04/18/22	1221.00	CK 385
Payment	10/19/21	1507.00	CK 279