

TOWN BOARD MINUTES
TOWN OF POESTENKILL
TOWN BOARD MEETING
JANUARY 13, 2022
(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, Absent
Andrew Gilchrist, Town Attorney

Supervisor Hammond led the audience in the Pledge of Allegiance and opened the floor for any public comments.

PUBLIC COMMENT PERIOD – K. Gibson discussed the fact that he was a long-time resident of Poestenkill and that over the 47 years he has come to realize how great the people of Poestenkill are and how proud he is to live here. He went on to discuss that he had been trying to purchase a piece of property for over 2 ½ years and was finally able to do so because of the outstanding help of Betsy Pinho, Michele Wait, Sue Horton and Tom Russell. He then went on to thank DJ Goyer, Highway Superintendent, and his crew for his help in fixing a road water problem. He again said that he was very appreciative of Poestenkill and the fine people who work to help the residents.

Scott Bidwell asked what the status of the Kronau PDD was and Supervisor Hammond stated that Kronau withdrew plans to go further. Mr. Bidwell went on to state that his research of the size specified in the PDD Proposal was at odds with the acreage shown in the PDD Proposal, that he believed it to only be approximately 7.9 acres. He thought that the Town should look into this discrepancy for future purposes. Supervisor Hammond said that he would bring it up to the Town Attorney. Mr. Bidwell then asked if grants were available to provide Municipal water to Deer Creek. Supervisor Hammond said that the Town had hired the LaBerge Group to look into expanding the water district and that we would look at Deer Creek.

Tom Russell asked if the Eastwick Press should be considered as the official Town paper. Supervisor Hammond said their circulation only includes a portion of the Town and therefore, it was not being considered.

A brief discussion ensued regarding the Public Officials Law and potential conflicts regarding Attorney Gilchrist, and it was determined to not be a problem. Dominic Jacangelo stated that he is a very good attorney. This was also supported by others who have had past experiences with Attorney Gilchrist.

Dom Jacangelo brought up the subject of the new 2022 Benefit Unit charge (BU), which is on the 2022 Property Tax bill for anyone located in the Water District. There was a lengthy discussion covering the last ten years. Among the various points discussed are:

- Because of water leakage due to past contractor errors, the Town had to hire a professional leak locating service to find, and then a contractor to fix the contractor caused problems.

- Dom Jacangelo said that years ago C.T. Male worked with the Town in determining what went into the Benefit Unit calculations vs. what went into the water usage, per thousand gallons. He said that the BU charges were basically constant from 2011 thru 2020, but that they then increased by more than 10% from 2020 to the Proposed 2022 BU. He questioned why they were increasing since the Brunswick Bonds were probably retired, and the remaining Bonds do not increase each year, they are fixed at \$148,100.
- Dom questioned the “Repairs” and the “Contingency” categories detailed in the BU charges.

Tim Anastasio, Water District Benefit Unit Review Board member since the Water District was established, said that this issue should have been looked at before. D. Jacangelo discussed the numerous start up problems with the Water District and mentioned that by working with C.T. Male and the contractor, the Town was able to get the contractor to go back and dig up and fix many locations which had been missing “Thrust Blocks”; the contractor did this at his expense, not the Town’s. Supervisor Hammond said that he had become aware of the contractor’s other deficiencies such as installing service lines through large, galvanized culvert drainage pipes (an improper installation procedure) which was now causing the Town to spend locating and repairing dollars. He said that the Town Attorney had told him that since the problems were created over ten years ago that there was nothing that the Town could legally do.

Bob Brunet, Water Manager, stated that the Benefit Unit Review Board was established as an “Independent Review Board” which was separate from the daily operations of the Water District, and reported to the Town Supervisor. He then quoted the Town Law 220-34 which states “Setting Forth a Specific Unit Charge, a rate per unit, a charge per unit for Debt Service and Capital Improvements”. He said that based upon the details discussed by D. Jacangelo, he thought that the Town Board should prepare and approve a change in the specific wording of the Town Law, so that it would specifically include the items discussed and included. He believes that the present wording is misleading. He explained that the 2022 Debt Service line in the Budget shows \$148,100 for Bond Payments and that the BU 2022 Budget shows \$320,368, therefore, there was about \$172,268 which needed to be accounted for. T. Anastasio again said that he wanted to know specifically what these charges were and who makes that decision. He said that he felt that the BU was being “Played”.

At this point, Supervisor Hammond suggested that Mr. Anastasio have the Benefit Unit Review Board come together as a committee to review the details.

There was a statement sent in by a town resident regarding “Property Rights Regarding Hitchcock Civil Rights Case Settlement”, which will be attached to these minutes. With no further comments, this portion of the Public Comment Period was closed at 7:25 p.m.

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

Motion by Hass, seconded by Van Slyke and an oral vote of 5 ayes to accept the Town Clerk’s minutes of the December 16, 2021, as written. Motion by Butler, seconded by Wohlleber and an oral vote of 5 ayes to accept the Town Clerk’s minutes of the December 27, 2021, Year End Meeting as written. Motion by Wohlleber, seconded by Butler and an oral vote of 5 ayes to accept the 2022 Organizational Meeting of January 6, 2022, as written.

Liaison Reports:

Planning Board – T. Russell reported on the January Planning Board Meeting. T. Russell stated that there was nothing new on the Cooper Hill Subdivision.

Zoning Board – S. Kalafut reported on the January 11, 2022, Zoning Board Meeting. She reported that an applicant applied for a variance for property on 116 Plank Road and a Public Hearing will be held on this subject.

Fire Company – Town Board members had copies of the Fire Co. December 2021 report. Councilman Van Slyke asked if they had responded to all calls and L. Basle responded that he could FOIL that information and that they are not an ambulance service.

Library – L. Lundgren reported on the activities at the library. She reported that the library now has a new website and encouraged town residents to take the “Community Survey” located on the website. She also stated that the Holiday Lights fundraiser exceeded their goals this year.

Youth Advisory Board – T. Buker reported that she has started the process of planning Summer Camp.

CAC- There was no meeting.

Discussion Items:

Water Rate Increase to \$5.25 – Bob Brunet, Water Manager, reported that Troy notified the Town that the water rate per thousand gallons would be increased from \$3.432 to \$3.632, effective January 1, 2022. He said that he had reviewed both the Troy and Brunswick Agreements with Poestenkill and that this increase of \$.20/1,000 gallons was proper. He said that he had talked with Troy and Brunswick and that Brunswick will also be increasing its cost by \$.05. The total increases to Poestenkill will be \$.25/1,000 gallons. Based upon this, he recommended that our water rate increase from \$5.00/1,000 gallons (approximately \$.75 per month for the average residential user to \$5.25/1,000 gallons).

Poestenkill Fire Company – There was a continuation of discussions from prior meetings on the contract between the Town and the Fire Company and other issues. The discussions mostly involved questions from all Town Board members and were directed to L. Basle, Fire Co. member. Some of the specific items involved:

- Whether or not a major cost item should be discussed and tentatively agreed to prior to a formal contract.
- Reporting the number of “calls” and other pertinent information.
- There was yet no contract, even though negotiations began last October and there had been several meetings.
- The Proposed contract had not yet been returned to Supervisor Hammond
- There were questions regarding a “Public Hearing” to which Supervisor Hammond stated that they were following the Town Council’s direction.

The subject was closed when Supervisor Hammond stated that there would be a “Special Public Hearing” on January 26, 2022.

Copiers at Town Hall – This subject will be held over until the February Town Board meeting. Supervisor Hammond asked Councilwoman Butler to look over this information and report her findings to the Board.

Postage Meter – This subject was tabled until the February Town Board meeting.

Policy Updates and Review – This subject will be held over until the February Town Board meeting. Supervisor Hammond asked A. Gilchrist, Town Attorney to review the Town's Policies such as Procurement, Ethics, etc. and report back to the town board.

Highway Contract – This subject was tabled until the February Town Board meeting.

Action Items –

Retirement – Standard Workday for Elected and Appointed Officials – This subject will be held over to the February Town Board Meeting.

Schedule Public Hearing for Fire Co. Contract - A Public Hearing will be held on Wednesday, January 26, 2022, at 6:30 p.m. to discuss the 2022-2023 Fire Protection agreement.

Reports -

Supervisor's Report- Supervisor Hammond stated he had no written report this evening.

Town Attorney's Report – Andrew Gilchrist our new Town Attorney introduced himself to the audience.

Town Clerk's Report – Motion by Hass, seconded by Butler and an oral vote of 5 ayes to accept the Town Clerk's report of December 2021. The total amount received in the Clerk's office was \$1,982.56 and of that amount \$1,394.41 remitted to the Supervisor. The Town Clerk also presented her 2021 Revenue and Disbursement report. Town Board members had copies of the Town Clerk's Revenue/Disbursement Report for the year ending 2021. Town Board members had copies of the Building Inspector/Code Enforcement Officer's written report. There were also reports from the Assessor, DCO, 811 report, Water report and the Highway Dept. report.

Water Manager's Report – Bob said that it has been a very busy, but rewarding, month and reviewed issues including:

- All normal water district functions had gone well and all objectives, under the the town's control, were either met or exceeded.
- The landfill DEC consent decree requirements were now met for 2021 and the NYSDOH and DEC organizations have been notified. We have taken over this responsibility from Ryan Biggs/Clark Davis, thereby saving the Town several thousand dollars per year. He expects no problems going forward.
- The embedded batteries in our water meter antennas are beginning to become defective (over 10 years in service). Bob said that he was getting replacement antennas from the manufacturer (at no cost to the town) and would be replacing these on the residents' premises at no cost to the resident.
- He discussed a major water leak on the St. Gobain premises and the town's ability to help them. He mentioned that since the lost water was at their location, beyond the meter, that they would be paying for this lost water, not the town.

- Bob mentioned that he had just today talked to Justin Deming (NYSDOH) and received notice that the DEC Preliminary tests at DSI for PFOA/PFOS had exceeded the 10 MCL limit (23.1 PPT for PFOA) and that future testing of nearby wells would be a requirement, similar to the Algonquin Middle School situation. He said that he had notified Rich Elder (RCDOH) and requested information regarding his testing plans. It was noted that, at this time, the required verification tests were not yet completed, and that formal DEC public notification would be made at that time. Eric Wohlleber commented that the town should be notified when there is a spill and that private wells should be tested. Supervisor Hammond asked Councilman Wohlleber to prepare a letter to the DEC from the Town requesting well testing.

Payment of Bills:

Motion by Hass, seconded by Butler and an oral vote of 5 ayes to pay Warrant #1-2022 in the amount of \$74,631.48. Motion by Hass, seconded by Butler and an oral vote of 5 ayes to pay Warrant #2-2022 in the amount of \$78,917.75.

Motion by Supervisor Hammond, seconded by Hass and carried to exit to Executive Session at 8:50 p.m. to discuss a legal issue with no votes being taken. Motion by Van Slyke, seconded by Wohlleber to exit Executive Session at 9:30 p.m. and immediately adjourn this meeting.

Respectfully submitted,

Susan Horton
Town Clerk



Town of Poestenkill
Town Board Meeting
6:30pm- Town Hall
January 26, 2022

Voting Members

Keith Hammond, Town Supervisor
Eric Wohlleber, Deputy Supervisor
June Butler, Councilwoman
David Hass, Councilman
Harold Van Slyke, Councilman

Non-Voting Members

Susan Horton, Town Clerk
Andrew Gilchrist, Town Attorney

Supervisor Hammond opened the meeting with the Pledge of Allegiance and immediately started the public hearing at 6:30 p.m. on the 2022-2023 Fire Protection agreement. The Affidavit of Publication was available for review. Councilman Van Slyke asked about the number of calls that the Fire Company was unable to make and a discussion was had about getting reports of calls made vs. missed. Councilman Van Slyke feels as a Board we need to look out for our residents as does Councilman Wohlleber. Dave Basale gave a report with the number of calls made and broken down by the type of call. In 2021, the Fire Company responded to 335 calls of which 159 were EMS related calls. With no further comments, the public hearing was closed at 6:47. Councilman Wohlleber made a motion to amend the contract to add the number of calls successfully made vs. not made as part of the reporting and was seconded by Councilman Van Slyke. The motion was voted upon as follows:

Councilman Wohlleber	Yes
Councilman Van Slyke	Yes
Councilman Butler	No
Councilman Hass	No
Supervisor Hammond	Yes

Councilman Hass brought up the work he had done on live streaming the meetings. He is working for it to be posted to YouTube Live as the sound quality is good and also easy for people to view during the meeting as well as after. Discussion was held about remote participation. Councilman Hass explained his ideas about the chat feature as well as using a google voice number that would allow a text message to be received. Attorney Gilchrist is looking into details about future participation remotely as it is currently allowed through an executive order.

At 6:55, a motion was made by Supervisor Hammond and seconded by Councilwoman Butler to enter Executive Session to discuss legal and personnel issues with no votes being taken, motion by Butler and seconded by Wohlleber to exit Executive Session.

Motion by Supervisor Hammond and seconded by Councilwoman Butler and a vote with 5 ayes for the Highway Contract Article 18, Section B for existing employees employed as of January 1st, 2016, with 30 years of service to the town, the Town will pay 100% for individual coverage until age 65.

Motion was made at 7:20 by Supervisor Hammond and seconded by Councilman Hass to adjourn the meeting with a vote of 5 ayes, 0 nays and 0 abstains.

Respectfully submitted,

Tiffany Buker, Deputy Town Clerk

V. a



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 AGENDA

February 1, 2022 7:00 pm

MEETING WILL BE HELD AT THE FIRE HOUSE

7:00 Meeting Opens – Pledge of Allegiance

Applicant:

Mr. Costa Cooper Hill Subdivision

Members of the public may attend and comment on the proposed action. Comments may also be submitted to the Planning Board in writing prior to January 25, 2022.

Minutes of the January 4, 2022 Meeting:

Public Comments:

Old Business:

New Business:

**Organization:
Comprehensive Plan**

Other:

**Harvey Teal to attend February Meeting
Tom Russell to attend March Meeting
Jeff Briggs to attend April Meeting**

**Minutes of
PLANNING BOARD MEETING**

04 January 2022

POESTENKILL FIRE HALL 7:00 PM

Recorded by H.V. Teal, Sec'y

Members present: J. Briggs, L. Burzesi, W. Daniel, D. Heckelman,
T. Russell, H. Teal, V. Spring, R. Ryan Esq
Members absent: S. Valente

7:00 Call to order; Pledge of Allegiance

POESTENKILL LIBRARY STRATEGIC PLAN:

Meghan MacLellan, Poestenkill Library Board Member briefly discussed the Library's information gathering initiative, to develop near-term goals for management of the Library. Ms. MacLellan described a printed survey that would be available to the community via the Library's website. She then asked the Board members several trial survey questions.

NOVEMBER MEETING MINUTES

November meeting minutes reviewed.

7:16 Motion to Approve by Member Russell, seconded by Chairman Heckelman. Voted/carried 5-0-2, with Members Burzesi and Spring abstaining.

DECEMBER MEETING MINUTES

December meeting minutes reviewed.

7:23 Motion to Approve by Member Daniel, seconded by Member Briggs. Voted/carried 7-0-0.

PUBLIC COMMENTS:

No public comments; Public Comment period closed.

OLD BUSINESS:

7:24 COOPER HILL 8 LOT MAJOR SUBDIVISION:

Board members discussed long-term maintenance of the Proposed drainage features of the proposed development. As currently proposed, the project involves significant constructed features such as culverts. Both the NYSDOT and RCDOH have expressed interest in drainage at the site. The Applicant was not present at this meeting. The Board will contact the Applicant to determine the current status of the project.

TOWN COMPREHENSIVE PLAN REVIEW:

7:31 Member Briggs stated that he had met with Linda von der Heide to develop a survey for Poestenkill residents, similar to surveys completed in other Rensselaer County towns such as Berlin, Nassau, and Stephentown. Member Briggs plans to develop a draft survey based on these existing surveys. He will then seek local input from board members in order to complete a Poestenkill-specific survey prior to commencement of public hearings. Ms. von der Heide has also offered her assistance with the public hearings.

ORGANIZATIONAL:

7:39 ANNUAL NOMINATION AND ELECTION OF BOARD OFFICERS:

Chairman Heckelman stated that he will not be available to serve as Chairman as of 2022.

Member Russell was nominated for Chairman,
Member Burzesi nominated for Vice Chairman, and
Member Teal nominated for Secretary.

MOTION TO ADJOURN:

7:55 Motion by Member Russell, seconded by Chairman Heckelman
Voted/carried 7-0-0.

V. b



TOWN OF POESTENKILL

38 Davis Drive / P.O. Box 210
Poestenkill, New York 12140
(518) 283-5100
(518) 283-7550

ZONING BOARD

Zoning Board Agenda February 8, 2022, 7pm (Meeting Cancelled)

7:00 Meeting Opens – Pledge of Allegiance

Applicant:

Members of the public may attend and comment in the proposed action. Comments may also be submitted to the Planning Board in writing prior to February 8, 2022.

Minutes of the Meeting:

Public Comments:

New Business:

**Organization:
Comprehensive Plan**

Other:



Zoning Board

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 January 11, 2022 Minutes (unapproved at time of distribution)

Attendees:

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

Non-Voting:

Chairman Burzesi called the meeting to order at 7:05 pm with the Pledge of Allegiance.

Minutes:

Meeting minutes of December 14, 2021 were reviewed. Motion to accept the minutes was made by Member Heckelman, seconded by Member Jamison and approved by a vote of five (5) ayes, zero (0) nays and zero (0) abstentions.

Public Hearing – April Dennis 116 Plank Road:

After Chairman Burzesi read the hearing notice, Ms. Dennis and her architect, Shane Gavitt, presented their proposal for the site. A neighbor, Mr. George Drew, 118 Plank Road, appeared to support the proposed building. Another neighbor, Mr. Harold Cooper, 110 Plank Road, had questions regarding the setback from the road. After reviewing the plans, Mr. Cooper noted “I’m good with that.” As there were no further comments from the public, Chairman Burzesi moved to close the public meeting.

Member Jamison moved to approve a 40-foot setback where 50 feet is required and to allow a 0.4-acre lot where a one (1) acre is required. Chairman Burzesi seconded the motion. Member McGrath questioned the need to approve a variance of the lot size as there was a home previously situated on this site. After review of the Code, it was decided that the variance was needed and the variance was approved by a vote of five (5) ayes, zero (0) nays and zero (0) abstentions.

All voting members completed the Area Variance Findings and Decision form for this application.

After considering all of the mandatory area variances factors, **Board Member Heckelman** voted to **approve** the variance giving the following reasons for this decision:

- 1} Whether undesirable change would be produced in character of neighborhood or a detriment to nearby properties: - No
- 2} Whether benefit sought by applicant can be achieved by a feasible alternative to the Variance: - Yes
- 3} Whether the requested variance is substantial: -No
- 4} Would the variance have an adverse impact on the physical or environmental conditions in the neighborhood: - No
- 5} Whether the alleged difficulty was self-created: - Yes

After considering all the mandatory area variance factors, **Board Member McGrath** voted to **approve** the variance giving the following reasons for this decision:

- 1} Whether undesirable change would be produced in character of neighborhood or a detriment to nearby properties: - No
- 2} Whether benefit sought by applicant can be achieved by a feasible alternative to the variance: - Yes
- 3} Whether the requested variance is substantial: - No
- 4} Would the variance have an adverse impact on the physical or environmental conditions in the neighborhood: - No
- 5} Whether the alleged difficulty was self-created: - Yes

After considering all the mandatory area variance factors, **Chairman Burzesi** voted to **approve** the variance giving the following reasons for this decision:

- 1} Whether undesirable change would be produced in character of neighborhood or a detriment to nearby properties: - No
- 2} Whether benefit sought by applicant can be achieved by a feasible alternative to the Variance: - Yes

- 3} Whether the requested variance is substantial: - No
- 4} Would the variances have an adverse impact on the physical or environmental conditions in the neighborhood: - No
- 5} Whether the alleged difficulty was self-created: - Yes

After considering all of the mandatory area variance factors, **Board Member Jamison** voted to **approve** the variance giving the following reasons for this decision:

- 1} Whether undesirable change would be produced in character of neighborhood or a detriment to nearby properties: - No
- 2} Whether benefits sought by applicant can be achieved by a feasible alternative to the variance: - No
- 3} Whether the requested variance is substantial: - Yes
- 4} Would the variance have an adverse impact on the physical or environmental conditions in the neighborhood: - No
- 5} Whether the alleged difficulty was self-created: - Yes

After considering all of the mandatory area variance factors, **Board Member Hoffay** voted to **approve** the variance giving the following reasons for this decision:

- 1} Whether undesirable change would be produced in character of neighborhood or a detriment to nearby properties: - No
- 2} Whether benefits sought by applicant can be achieved by a feasible alternative to the variance: - No
- 3} Whether the requested variance is substantial: - Yes
- 4} Would the variance have an adverse impact on the physical or environmental conditions in the neighborhood: No
- 5} Whether the alleged difficulty was self-created: - Yes

Discussion:

Members were reminded to review the 2022 attendance schedule for Town Board and Planning Board meetings and to advise Chairman Burzesi of any conflicts. Town Board member June Butler advised the ZBA that there is a new town attorney, Andy Gilchrist, who will also be advising the ZBA. A candidate, Stephanie Volkmann, has been selected to serve as the clerk to both the Planning and Zoning Boards.

A motion to adjourn the meeting at 8:05 pm was made by Member Jamison, seconded by Member McGrath and was approved with five (5) ayes, zero (0) nays and zero (0) abstentions.

Respectfully submitted,

Susan Kalafut
Alternate ZBA Member
On Behalf of Tiffany Buker, ZBA Clerk

Poestenkill Fire Company
Custom Summary Report
January 2022

V.
C

	<u>Jan 22</u>
Ordinary Income/Expense	
Expense	
Building Fuel (heating)	
East Poestenkill (propane)	667.59
Main Station (Propanel)	2,380.60
Total Building Fuel (heating)	3,048.19
Building Maintance	
Main Station	106.92
Refuse	78.20
Total Building Maintance	185.12
Electric	
East Poestenkill	22.70
Main Station	42.04
Total Electric	64.74
Equipment	
New Equipment	475.28
Total Equipment	475.28
Fire Trucks	
Fuel	677.58
Total Fire Trucks	677.58
Firemens Christmas Party	70.76
Insurance	
Accident & Sickness	858.00
Workman's Compensation	10,755.95
Insurance - Other	5,076.00
Total Insurance	16,689.95
Internet & Phone	112.65
Kids Christmas Party	332.52
Loan Payments Fire Truck	39,419.27
Medical Supplies	721.23
Office Supplies	99.98
Security Alarm	71.00
Transfer to Town Checking	-20,000.00
Water	38.60
Total Expense	42,006.87
Net Ordinary Income	-42,006.87
Net Income	<u>-42,006.87</u>

V.e

Youth Advisory Board

- Camp will take place at Poestenkill Elementary School for kids. Dates are being finalized and then information will be out. We hope to be able to share many details about camp including a field trip schedule, information on summer meals, etc.
- A new online registration software will be used to help improve the running of camp.
- Applications for counselors and CITs will be out by the end of February and due back at the beginning of April.



**Department of
Environmental
Conservation**

Vl.a

Community Forest Conservation Grant Program

This grant opportunity is now open. Applications are due by April 13, 2022 at 2:00pm.

On this page:

- Program overview and project information
- Eligible applicants
- Awards, match, and eligible costs
- How to apply
- Applicant questions and contact information

Program Overview

This grant program funds municipal land acquisition for community forests, which are vital for wildlife habitat, flood mitigation, recreational opportunities, mental health, air quality, water quality, and to meet the obligations outlined in New York's Climate Leadership and Community Protection Act. Community forests build local ownership of forests and local participation in forest management. Properties acquired through this grant program allow public access, which encourages local residents to enjoy the forests in their community and increase their connection to forest benefits.



Grant funds are available from the NYS Environmental Protection Fund and are managed and allocated by DEC.

Webinar for Interested Applicants

A webinar about project eligibility and the application process will be held on **Wednesday, February 2nd from 10am to 12pm.**

To join the online meeting:

1. Go to <https://meetny.webex.com/meetny/j.php?MTID=m64f37891fe288b972576ea5c411234c7>
2. If requested, enter your name and email address.
3. If a password is required, enter the meeting password: wVJ6S9hmE5
4. Click "Join".
5. After you join the webinar, you will see a button to join the audio conference from your phone.

For assistance, please contact the Grants Gateway help desk at grantsgateway@its.ny.gov or 518-474-5595
Meeting number (access code): 161 437 1438

PLEASE NOTE that the phone conference may be muted when you join, and you may not hear any sounds until the presenter begins at 10am.

Request for Applications (RFA)

For the complete eligibility requirements, project descriptions, timeframe and scoring information please read the **Request For Applications (PDF)**. Following the instructions in this document is essential in submitting a successful application.

Eligible Applicants

New York municipalities including counties, cities, towns, villages, municipal corporations, soil and water conservation districts, and Indian nations or tribes recognized by the State or the United States with a reservation wholly or partly within the boundaries of New York State, or any combination thereof, are eligible to apply for these grants.

Project Location

Eligible locations for acquisition include private properties of 10 or more acres within New York State. At least 75% of the property must be forested.

Awards

A total of \$1,000,000 is available in Round 1 of this grant opportunity. Applicants may request a minimum grant amount of \$50,000 and up to a maximum of \$300,000.

Match Requirements

A 10% cash match is required and at least 10% match must be submitted for each voucher until the total project match is met. Match must be provided from local general revenue, land donation, or bargain sale and eligible sources of match for this grant project funds cannot come from other NYS or federal funding sources.

Eligible Costs

Costs eligible for reimbursement and match may include purchase price, appraisal, survey, and boundary line marking, title search, owner's title insurance, tax service, seller's prepaid taxes, recording fees, and attorney fees. See additional eligible costs and details in section IV. Eligible Costs, of the RFA.

How to Apply

Please read and review the **RFA for Round 1 (PDF)** for complete details.

All applications must be filed through Grants Gateway (leaves DEC website). Visit the Grants Gateway login page (leaves DEC website) to create a new account or update your account. Grants Gateway provides training materials for those not familiar with the system, including the comprehensive Vendor User Manual (leaves DEC website). Applicants are strongly encouraged to submit their applications well in advance of the application deadline. Late applications will not be accepted.

Please visit the New York State Grants Management website (leaves DEC website) for more information about Grants Gateway or contact Grants Management via email. The Grants Management help desk/hotline can be reached at (518) 474-5595.

Required Application Submittals

Applications must include at least the following:

- Map of the property
- Copy of the current deed
- Current school and town and county tax bills
- Estimate of market value
- Municipal resolution

- Letter of agreement from landowner
- Sexual harassment form

Deadlines

The deadline for application is 2:00pm on Wednesday, April 13, 2022.

Program Questions

Questions about this grant program should be directed to:

Molly Hassett, Forester in DEC's Division of Lands and Forests
molly.hassett@dec.ny.gov

Include "2022 Community Forest Conservation Grants" in the subject line of the email. Questions regarding this grant opportunity will be accepted by DEC until 3:00pm on Wednesday, March 30, 2022. All questions and answers will be uploaded into Grants Gateway for all applicants to view.

Please type or print clearly
 in blue or black ink

Employer Location Code

30362

Received Date

**Standard Work Day and
 Reporting Resolution for
 Elected and Appointed Officials**

VII.a

RS 2417-A

(Rev.11/19)

SEE INSTRUCTIONS FOR COMPLETING FORM ON REVERSE SIDE

BE IT RESOLVED, that the Town of Poestenkill / 30362 hereby established the following standard work days for these titles and will report the officials to the New York State and Local Retirement based on their record of activities:

Name	Social Security Number	NYSLRS ID	Title	Current Term Begin & End Dates	Standard Work Day	Record of Activities Result	Not Submitted	Pay Frequency	Tier 1
Elected Officials:									
Greg Kronau			Town Justice	1/1/2020 - 12/31/2025	6	2.37	<input type="checkbox"/>	monthly	<input type="checkbox"/>
Susan Horton			Town Clerk	1/1/2022 - 12/31/2023	8	18.69	<input type="checkbox"/>	bi-weekly	<input type="checkbox"/>
David Goyer Jr.			Highway Supt	1/1/2022 - 12/31/2023	8	22.25	<input type="checkbox"/>	weekly	<input type="checkbox"/>
Appointed Officials:									
Tiffany Buker			Youth Director	1/1/2022 - 12/31/2022	7	8.34	<input type="checkbox"/>	bi-weekly	<input type="checkbox"/>
Betsy Pinho			Assessor	6/18/2020 - 9/30/2025	7	21	<input type="checkbox"/>	bi-weekly	<input type="checkbox"/>
Robert Brunet			Water Manager	1/1/2022 - 12/31/2022	8	29.2	<input type="checkbox"/>	monthly	<input type="checkbox"/>

I, _____, secretary/clerk of the governing board of the _____, of the State of New York,
(Name of Secretary or Clerk) (Circle one) (Name of Employer)

do hereby certify that I have compared the foregoing with the original resolution passed by such board at a legally convened meeting held on the _____ day of _____, 20____ on file as part of the minutes of such meeting, and that same is a true copy thereof and the whole of such original.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Poestenkill on this _____ day of _____, 20____,
(Name of Employer)

(Signature of Secretary or Clerk)

Affidavit of Posting: I, _____ being duly sworn, deposes and says that the posting of the Resolution began on _____ and continued for at least 30 days. That the Resolution was available to the public on the: _____
(Name of Secretary or Clerk) (Date)

Employer's website at: _____

Official sign board at: _____

(seal)

Received Date

**Standard Work Day and Reporting
 Resolution for Elected and
 Appointed Officials Continuation Form**

RS 2417-B

(Rev.04/20)

Please type or print clearly
 in blue or black ink

Employer Location Code

30362

Name	Social Security Number	NYSLRS ID	Title	Current Term Begin & End Dates	Standard Work Day	Record of Activities Result	Not Submitted	Pay Frequency	Tier 1
Elected Officials:									
Eric Wohlleber			Town Board Member	11/1/2020-12/31/2021	6		<input type="checkbox"/>	monthly	<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>
Appointed Officials:									
Victoria Spring			Planning Board Member	1/1/2022-12/31/2022	6	.28	<input type="checkbox"/>	quarterly	<input type="checkbox"/>
Robert Guyer			Dog Control Officer	1/1/2022-12/31/2022	6		<input type="checkbox"/>	monthly	<input type="checkbox"/>
Tracy Church			Building Inspector and Code Enforcer	1/1/2022-12/31/2022	8		<input type="checkbox"/>	biweekly	<input type="checkbox"/>
Susan Kalafut			Zoning Board Member	1/1/2022-12/31/2022	6		<input type="checkbox"/>	quarterly	<input type="checkbox"/>
Frank Burzese			Zoning Board Member	1/1/2022-12/31/2022	6		<input type="checkbox"/>	quarterly	<input type="checkbox"/>
Thomas Russell			Planning Board Member	1/1/2022-12/31/2022	6		<input type="checkbox"/>	quarterly	<input type="checkbox"/>
Laura Burzese			Planning Board Member	1/1/2021-12/31/2021	6		<input type="checkbox"/>	quarterly	<input type="checkbox"/>
Kevin McGrath			Zoning Board Member	1/1/2020-12/31/2025	6		<input type="checkbox"/>	quarterly	<input type="checkbox"/>
Steven Valente			Planning Board Member	1/1/2015-12/31/2022	6		<input type="checkbox"/>	quarterly	<input type="checkbox"/>



Proposal for:

Town of Poestenkill

1 -SHARP MX-3051/Color

*SourceWell #030321 (revised1/31/22)*Features:

Multi-Function Copy/Scan/Print

30 pages per minute black & white and Color

100 sheet document feeder

4- 550 sheet adjustable Drawers up to 12x18

100 Sheet by-pass

1000 Sheet Finisher/Stapling

Purchase:\$5,214 (sharp 3051 color)

Purchase: \$1,359 (sharp mx-c 357 color mfp) desk top,print,copy,scan

Lease :Only 60 month lease for both machines: \$121.00

Service : *Includes all toner, all parts, all labor, and all travel time. All you pay for is paper and staples.*

*\$.0490 per print/ copy color**\$0.007 per print/ copy black and white**Sharp mx-c 357: color: .07**Black &White: .01**You only pay for what you make, we do not make you**Pay for copies up front.*

SHARP

MX-M3051



WIDTH
49.57 inches

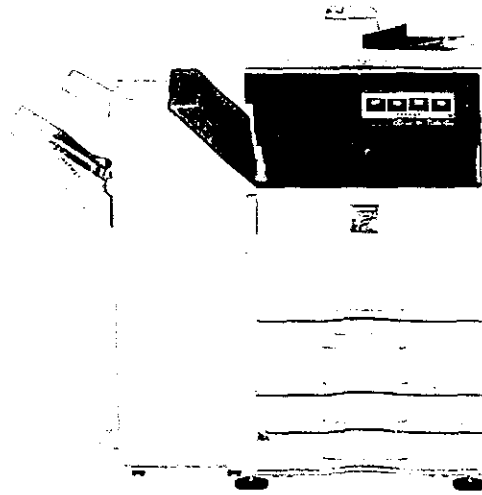
DEPTH
26.1 inches

HEIGHT
48.75 inches

REQUIRED WIDTH
50.27 inches

REQUIRED DEPTH
26.1 inches

REQUIRED HEIGHT
68.75 inches



1 x NEMA 5-15R

COLOR

B/W
30

PAPER SIZE
12" x 18"

MAX PAPER CAPACITY
(80g/m²)
2300

OPTION LIST

Name	Item No.	Quantity	Name	Item No.	Quantity
Main Body		1	1K Stacking Finisher - MX-FN28		1
Stand/3 x 550 Paper Drawers MX-DE27N	TOTAL OF 4	1	Paper Pass Unit - MX-RB25N		1

TOWN OF POESTENKILL

Purchase \$5,214

SERVICE: .0490 per copy color
0.007 B/W

LEASE BOTH MACHINES \$12.1 mo.

SHARP

MX-C357F



WIDTH
17.4 inches

DEPTH
23.15 inches

HEIGHT
18.19 inches

REQUIRED
WIDTH
17.4 inches

REQUIRED
DEPTH
23.15 inches

REQUIRED
HEIGHT
33.23 inches



1 x NEMA 5-15R

COLOR
35

B/W
35

PAPER SIZE
8½" x 14"

MAX PAPER CAPACITY
(80g/m²)
250

MAX OUTPUT CAPACITY
300 sheets

OPTION LIST

Name	Item No.	Quantity
Main Body		1

TOWN OF POESTENKILL

Purchase # 1,359

SERVICE color 07
B/W 1,01

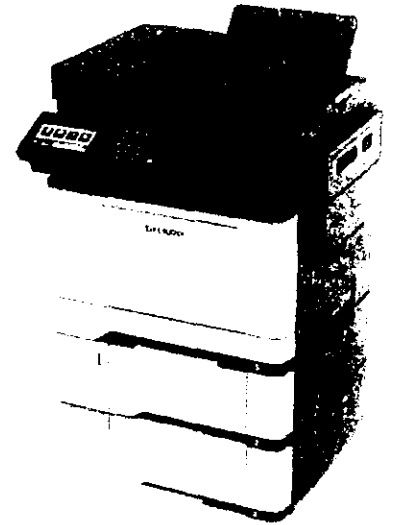
DESKTOP COLOR DOCUMENT SYSTEMS

Designed with Speed and Flexibility in Mind

The MX-C357F desktop color document system delivers crisp, high-quality output with exceptional ease of use. This model provides customers with an intuitive user experience and the confidence of knowing their jobs will come out right the first time, every time. Designed with robust technology and software typically found on larger machines, the compact MX-C357F delivers the productivity you need with the performance and reliability you want in your workplace or home office.

Key Features

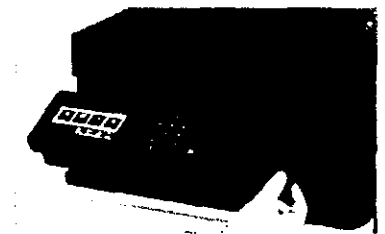
- **Ease of Use** – Intuitive 4.3" (diagonal) touchscreen display offers a user-friendly graphical interface with simplified Easy Modes, integrated user guides and quick access to network services.
- **Productivity** – Out-of-the-box copy, print, scan and fax capabilities standard plus Cloud Connect features and optional wireless connectivity enables users to easily manage their workflow from PCs, smartphones and tablets.
- **Workspace Friendly** – Integrates seamlessly with today's complex network environments and supports popular cloud services and mobile technologies. Sharp utilizes system updates to provide feature enhancements and to ensure your machine remains compatible with current technology.



Standard desktop configuration shown.



Easy-to-use 4.3" touchscreen with tablet style menu.



Front USB port for easy direct printing from memory devices.

A compact design with advanced workflow features for virtually any size office.

- Productive printing speeds of up to **30 pages per minute**.
- **4.3" (diagonal) color touchscreen** with adjustable viewing angle offers smooth, tablet-style interaction.
- Supports **letter size, legal size and envelopes** through the standard paper drawer or bypass tray.
- **Compact design** easily fits into small spaces in desktop or console configurations.
- Offers up to **four paper sources** with available 1,451-sheet maximum paper capacity.
- **Supports popular mobile technologies**, enabling users to easily print files from smartphones, tablets and even notebook computers.
- Supports printing from **Microsoft® Word, Excel®, or PowerPoint®** directly from a mobile device, USB drive, or file server.
- **50-sheet reversing single pass feeder scans at speeds up to 50 images per minute**.
- Convenient **front-facing USB port** provides easy access for direct printing from flash drives and thumb drives.
- **True 1,200 x 1,200 dpi resolution** produces razor sharp documents.
- Standard **PCL® 6 and PostScript®3™** compatible printing delivers clear, crisp professional output.
- **1-sheet bypass tray** for envelopes, labels and specialty media.

MX-C357F SPECIFICATIONS

Main Specifications

MX-C357F	Base model includes 50-sheet BSPF, PCL [®] 6 and PostScript [®] 3™ printing systems, network scanning, auto duplexing, 1 x 250-sheet paper drawer, 1-sheet bypass tray, Imaging kits and starter tone included.
Type	Desktop color multifunction printer
Display	4.3" (diagonal) color dot matrix high-resolution touchscreen
Functions	Copy, print, network print, network scan and fax
Originals	Sheets and bound documents
Max. Original Size	8½" x 14"
Output Size	Min. 5½" x 8½", Max. 8½" x 14"
Copy Speed	35 ppm (8 1/2" x 11")
First Copy Time	Platen Glass: Mono 8.5, Color 10
(in seconds)²	Doc Feeder: Mono 9, Color 9.5
Magnification	25% to 400% in 1% increments
Original Feed	58-sheet BSPF
Scan Speed	Up to 50 ipm (Mono)/32 ipm (Color)
Original Sizes	5½" x 8½", 8½" x 11", 8½" x 14", 2" x 3½" business card
Paper Capacity	Standard: 251 sheets/Maximum: 1,451 sheets
Paper Feed System²	Standard: (1) 250-sheet paper drawers (letter/legal/statement size/ envelopes/labels), labels) System and 1-sheet bypass tray (letter/legal/statement/envelope size). Optional: (1) 650-sheet duo drawer (550-sheet + 100-sheet bypass), (1) 550-sheet paper drawer (letter/legal/statement size/labels)
Paper Weights and Types	Standard and optional paper drawers: Plain paper 16-24 lb. bond, Neavy paper 28 lb. bond - 00 lb. cover. Other paper types include plain, recycled, pre-punched, letterhead, pre-printed, color, gloss, cardstock, 16-28 lb. envelopes (only duo drawer) and 58 lb. bond labels. Bypass tray: 16-20 lb. bond (thin paper), 28-24 lb. bond (plain paper), 24lb. bond-65 lb. cover (heavy paper), 20-24 lb. bond, cardstock and envelopes.
Duplicating	Standard automatic duplex copying and printing
CPU	1 GHz multi-processor design
Interface¹	RJ-45 Ethernet (10/100/1000 Base-T), USB 2.0, 2 host, high speed ports, (front), wireless LAN optional (IEEE 802.11 a/ ac/b/g/n)
Memory	Standard: 2 GB/Maximum: 6 GB
Hard Disk Drive	Optional 500 GB
Copy Resolution	Up to 600 x 600 dpi
Copy Features	Scan-once print many, electronic sorting, Auto Paper Selection (APS), Auto Magnification (AMS), darkness, save as shortcut, auto center, background removal, contrast, mirror image, negative image, scan edge-to-edge, shadow detail, sharpness, color dropout, job build (with HDD), cover page setup, edge erase, header/footer, margin shift, overlay, separator sheets, Supports user authentication via user-number
Account Control	Center Exit Tray (Main): 300 sheets plain paper/ 50 envelopes
Output Tray Capacity	
Cloud Supported Services³	Google Drive, OneDrive for Business, SharePoint Online, Dropbox and Box.

Main Specifications (continued)

Network Protocols	TCP/IP (IPv4, IPv6, TCP X, UDP X, IPSEC w/ IPv4 X, IPSEC w/ IPv6 X, ICMP X, ICMP X, 16MP X, 802.1x)
Network and Data Security	Includes IP address filtering, protocol filtering, port control, TLS Encryption, Kerberos, AES 256 bit data encryption, optional data overwrite (up to 3 times)
Firmware Management	Flash ROM with local (USB), network update capability and firmware update 1 to N
Device Setup	Web-based management/cloning with user/administrator level login
Service/Functions	Remote Front Panel, remote access to service logs and click counts
Accessibility Features	Free stop tilting front panel, adjustment of key touch sound and speed, document feeder free stop, job programs, and disable screen timeout
Environmental Standards	International ENERGY STAR Program Ver. 3.0, European RoHS, Blue Angel (RAL-UZ205)
Power	11B-127V AC, 60 Hz, 1.2 A receptacle
Power Consumption	1.44 kWh
Weight	60 lbs.
Dimensions	17.4" (w) x 23.1" (d) x 18.2" (h)
Network Printing System	
PDL	Standard PCL 6 and PostScript 3 compatible
Resolution	1,200 x 1,200 dpi
Print Speed	35 ppm (8 1/2" x 11")
Print Drivers	Windows [®] 7, Windows 8.1, Windows 10, Windows Server [®] 2008, Windows Server 2012, Windows Server 2015, Windows Server 2019, Windows PPD, MAC OSX [®] (including 10.10 to 10.15), all MAC PPD, UNIX [®] , Linux [®] PPD, Universal
Print (requires Microsoft connector)	
Mobile Printing	AirPrint, Android printing framework
Print Features	Auto configuration, bar code font printing, confidential print, custom image registration, different cover page/last page/other page, document filing, duplex printing, electronic sorting, form overlay, image rotation, image type, job retention, layout print, N-up printing, pamphlet style, proof print, stapling, tone save mode, tray status, user authentication, watermarks, zoom print.
Direct Printing	File Types: BMP, DCX, DOC/DDCX, GIF, JPEG, PCK, PDF, PNG, PPT/PPTX, TIF, XLS/XLSX, XPS. Methods: FTP, SMB, Web page and USB memory
Resident Fonts	89 fonts (PCL), 158 fonts (PS)
Operating Systems and Environments	Windows 7, Windows 8, Windows 8.1, Windows 10, Windows Server 2012, Citrix [®] , Linux, UNIX
Printing Protocols	LPR, IPP, IPPS, PAP, Raw TCP (port 9100), FTP, POP3, HTTP, LPD and LPR for Unix
Network Scanning System	
Scan Modes	Standard: color, monochrome and grayscale

Network Scanning System (continued)

Max. Original Size	8½" x 14"
Optical Resolution	600 dpi
Output Modes	600 dpi, 480 dpi, 300 dpi, 200 dpi, 150 dpi, 75 dpi
Image	Color Scanning: Uncompressed, G3 (MH, G4 (MR/MR)) Color/Grayscale: JPEG (high, middle, low)
Compression	JPEG, PDF, PDF/A-1a/1b, compact PDF, searchable PDF, encrypted PDF, TIFF, XPS
Image Formats	
Scan Destinations	Email, Desktop, FTP, Folder (SMB), USB, Super G3 fax
Scanning Protocols	HTTP/HTTPS, FTP/FTPS, SMTP/SMTP-SMTP-SSL/ESMTP, POP3, LDAP, S/MIME
Software	Optional third party applications
Super G3 Facsimile Function	
Communication Line	Public Switched Telephone Network (PSTN) or Analog PABX (RJ-11)
Transmission Mode	Super G3, G3
Modem Speed	Maximum 33.6 KBPS with auto fallback
Compression	JBIG, MMR, MR, MH
Scanning Method	Sheet fed or manual feed from platen glass
Transmit Resolution	600 x 600 dpi (ultra-fine), 300 x 300 dpi (super-fine), 200 x 200 dpi (fine), 200 x 100 (standard)
Transmit Speed	Approx. 3 seconds per page in Super G3 mode
Auto Dialing	Up to 500 destinations (combined)
Group Dialing	Up to 500 groups
Inbound Fax Routing	Te email address, FTP or SMB using Transmit Terminal Identification (TTI), also Document Administration function can send blind copy of transmissions and receptions to an administrator email address, FTP or SMB location.
Max. Original Length	Up to 14"
Memory¹	18 MB (with optional HDD)
Features	Transaction Reports, Activity Reports, PC Fax, Quick On-line Transmission, Inbound Fax Routing, Anti-junk Fax Reception, Fax Release, Out-of-Paper Memory Reception, Auto Redial, Auto Exposure, Chain Dialing, Duplex Reception, Fax Forwarding, Color Page, Color Fax and Scan Preview (with HDD).
Optional Equipment	
MX-CS18	550-sheet Paper Feed Unit
MX-CS20	650-sheet duo Paper Feed Unit
Supplies	
MX-C357B	Black Toner Cartridge
MX-C357C	Cyan Toner Cartridge
MX-C357M	Magenta Toner Cartridge
MX-C357Y	Yellow Toner Cartridge
MX-C350U-B	Black Imaging Kit
MX-C350U-S	Black and Color Imaging Kit

¹ Some features require optional equipment. See your local dealer.

² May vary depending on product configuration, machine settings and operating and/or environmental conditions.

³ May not yet be available for all models. Please contact a Sharp representative for further details.



SHARP

SHARP ELECTRONICS CORPORATION
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1-800-BE-SHARP • www.sharplusa.com

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SHARP

MX-2651 MX-3051 MX-3551 MX-4051

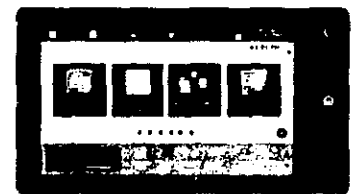
ESSENTIALS SERIES COLOR DOCUMENT SYSTEMS

Designed for the technology-driven workplace.

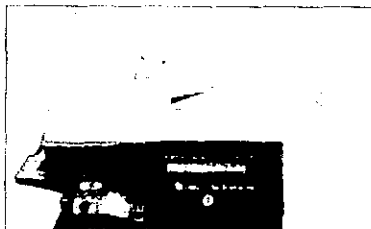
The Sharp MX-2651, MX-3051, MX-3551, and MX-4051 Essentials Series color document systems are built using the latest technology available to deliver the performance, features and reliability needed in today's busy workplace environments. These new MFPs are also easy to use and offer enhanced productivity, all to provide customers with a seamless, intuitive experience, and the confidence in knowing their jobs will come out right the first time, every time. The new Color Essentials Series also offers leading-edge security features to help businesses protect their data and personal information.

Key Features

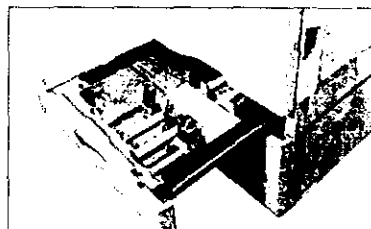
- **Ease of Use** – Award-winning touchscreen display offers a user-friendly graphical interface with simplified Easy Modes, integrated user guides and quick access to network services. With Sharp's new **MFP Voice** feature available for these models, you can interact with the machine with the power of natural language.
- **Productive Features** – Standard full multifunction capability out-of-box, including copying, network printing and color network scanning, combines with Sharp's Color Consistency System for long-lasting high-quality output page after page.
- **Workplace Friendly** – Integrates seamlessly with today's complex network environments, and supports popular cloud services and mobile technologies. And with Sharp's new **Application Portal** administrators can add new apps or update existing apps right from the MFP.



Award-winning 10.1" (diagonally measured) customizable touchscreen display.



MX-4051 shown with available Sharp MFP Voice feature with Alexa.



Feeds up to 50 envelopes from the standard paper tray.¹



Sharp's ImageSEND™ feature provides one-touch distribution to email, cloud applications and more.

A feature-rich multifunction document system that is also cost-effective.

- Standard 100-sheet **reversing single-pass document feeder** scans documents at speeds up to 80 images per minute (ipm).
- **Flexible paper handling** supports media up to 110 lb. cover (300 gsm) and feeds up to 12" x 18" through the paper trays, allowing users to print on a wide variety of media, including envelopes through the standard paper tray and bypass tray.
- Sharp's new **MFP Voice** feature enables users to control the device with simple verbal commands. Experience a hands-free, voice-first interaction with **Amazon Alexa**, available for these Essentials Series models.
- Network-ready **PCL® 6** and available **Adobe® PostScript® 3™** printing systems ensure your documents print with the clarity and formatting you expect.
- With the available **OCR Expansion Kit**, you can easily **convert documents** to popular **Microsoft®** file formats as well as a variety of **PDF formats**. You can also add options to **Direct Print** these same file types from thumb drives, cloud applications and more.²
- Award-winning 10.1" (diagonally measured) **customizable touchscreen display** with a clean design enables easy access to features and functions when setting up jobs.
- **Pantone Licensing** on these models offers unprecedented levels of color fidelity to the **PANTONE MATCHING SYSTEM®**.
- Access popular cloud services, such as **Microsoft® OneDrive™** for Business, **SharePoint®** Online, **Google Drive™**, **Dropbox** and more with Sharp's available **Cloud Connect** feature. And with Sharp's new **Application Portal** administrators can add or update apps right from the MFP.
- **Leading-edge security features** provide enhanced protection. An **End-of-Lease** feature can erase all data and personal information at time of trade-in.

¹ See specifications for a list of supported envelopes.

² This function is available via Qualcomm® DirectOffice™ technology.

MX-2651/3051/3551/4051 SPECIFICATIONS

Main Specifications

MX-2651/3051/3551/4051	Base models include multitasking controller, 100-sheet RSPF and PCL 6 printing system, network scanning, auto duplexing, 1 x 550-sheet paper drawer, 100-sheet bypass tray. Black and color developer is included. Color multi-function digital document system
Type	10.1" (diagonally measured) color dot matrix high-resolution touch panel tilting display, 1,024 x 600 dots (V-SVGA)
Functions	Copy, print, network print, network scan, document filing and fax ¹
Copy System	Dry electrostatic transfer/Dual component developer/Magnetic brush development/OPC drums/Belt fusing/white LED exposure
Originals	Sheets and bound documents
Max. Original Size	11" x 17"
Output Size	Min. 5 1/2" x 8 1/2", Max. 12" x 18"
Copy Speed	26/30/35/48 ppm Mono/Color (8 1/2" x 11")
Multiple Copy	Max. 9,999 copies
First Copy Time (in Seconds)²	Print: Glass: Mono 4.7, Color 6.7 RSPF: Mono 7.6, Color 9.7
Warm Up Time	33 seconds (from main power switch on), 20 seconds (from Power button on)
Magnification	25% to 400% in 1% increments (with RSPF 25%-200%)
Original Feed	100-sheet RSPF with original size detection.
Scan Speed	Copy: Up to 80 ipm (Mono/53 ipm (Color) Scan: Up to 80 ipm (Mono/Color)
Original Sizes	5 1/2" x 8 1/2", 8 1/2" x 11", 8 1/2" x 11" R, 8 1/2" x 14", 11" x 17"
Paper Capacity	Standard: 650 Sheets/Maximum: 6,300 Sheets
Paper Feed System	Standard: (1) paper drawer 550 sheets (letter/legal/ledger/stml size) or up to 58 envelopes (max. height: 25 mm), 100-sheet (or 20 envelope) bypass tray. Optional: Single, double, or triple paper drawer(s) (550, 1,100, or 1,650 sheets), split tandem paper drawers 2,100 sheets (letter) + (1) 550-sheet paper drawer (letter/legal/ledger/statement size).
Paper Weights and Types	Paper drawers: 18 lb. bond to 118 lb. cover. Drawer 1: 20-24 lb. bond or Menarch/Com-9 envelopes, Split Tandem Drawers: 18 lb. bond to 28 lb. bond or plain, pre-printed, recycled, pre-punched, letterhead and color paper. Bypass tray: 16-28 lb. bond (plain paper), 13-16 lb. bond (thin paper), 28 lb. bond-110 lb. cover (heavy paper), tab paper (letter) and Menarch/Com-18 envelopes. Also label, gloss, preprinted, recycled, pre-punched, letterhead and color paper or OHP film.
Duplexing	Standard automatic duplex copying and printing
CPU	Up to 1.4 GHz multi-processor design
Interface	10/100/1000 Base-T Ethernet, USB 2.0: 2 host ports (front & rear), 1 available device port (rear), ePL wireless BD2.11 b/g/n
Memory	Standard 5 GB copy/print (shared)
Hard Disk Drive	500 GB
Copy Resolution	Scan: 600 x 600 dpi (Mono/Color) Output: Up to 600 x 600 dpi
Color Modes	Auto Color Selection (ACS), Full Color Mode, Monochrome (B/W)
Exposure Control	Automatic, Text, Text/Photo, Text/Printed-Photo, Printed-Photo, Photo, Map, Pale-Color Document Settings: Auto or 9 step manual
Halftone	256 gradations/2 levels (monochrome)
Copy Features	Scan-Once Print-Many, electronic sorting, offset-stacking, Auto Color Selection (ACS), Auto Paper Selection (APS), Auto Magnification Selection (AMS), Auto Tray Switching (ATS), black-white reversal, blank page skip, book copy, book divide, card shot, center erase, centering, cover pages, dual page copy, edge erase, image edit, image preview, insert pages, job build, job programs, margin shift, mirror image, mixed size original, multi-page enlargement, original count, pamphlet style, proof copy, repeat layout, reserve copy, related copy, stamp, stamp custom image, suppress background, tab copy, tab-paper insertion, tandem copy, toner save mode, transparency inserts, watermark, 2-in-1 / 4-in-1 / 8-in-1 multi shot
Account Control	Up to 1,000 users. Supports user-number authentication via local, LDAP, and Active Directory for copy, print, scan and document management

Main Specifications (continued)

Output Tray	Center Exit Tray (Main): 250 sheets (face down)
Capacity	Job Separator (Upper Tray): 180 sheets (face down) Right Side Exit Tray: 100 sheets (face down)
Cloud Supported Services (Option)	Google Drive, Box, OneDrive for Business, SharePoint Online, Dropbox, Office 365, Gmail
Network Protocols	TCP/IP (IPv4, IPv6, IPsec), HTTP/HTTPS, IPP/PP-SSL, FTP/FTPS, S/MIMEv3, S/MIMEv3-SSL, POP3/POP3-SSL, LDAP/LDAP-SSL, 802.1x for Windows and Unix.
Network and Data Security	Includes IP/MAC address filtering, protocol filtering, port control, user authentication (local/LDAP/Active Directory), TLS Encryption, Kerberos support
Firmware Management	Flash ROM with local (USB), network update capability and firmware update 1 to N with SROM (Sharp Remote Device Manager)
Device Setup Service/Functions	Web-based management with user/admin level login Remote Front Panel, remote access to service logs and click counts
Accessibility Features	Free stop tilting front panel, adjustment of key touch sound and speed, cancel key, document feeder free stop, job programs, remote front panel, universal grip for paper trays, and disable screen timeout
Environmental Standards	International Energy Star Program Ver. 2.0, European RoHS, Blue Angel (RAL-UZ285)
Power Source	110-127 V AC, 60 HZ, 15 A Receptacle
Power Consumption	1.5 kW or less
Weight	Approx. 173 lbs.
Dimensions	Approx. 24" (W) x 26" (D) 33" (H)
Network Printing System	
PDL	Standard PCL 6, optional Adobe PostScript 3
Resolution	600 x 600 dpi
Print Speed	26/30/35/48 pages per minute (8 1/2" x 11")
Print Drivers	Windows® 7, Windows 8.1, Windows 10, Windows Server® 2008, Windows Server 2012, Windows Server 2016, Windows PPD, Mac® OS X® (including 10.6 to 18.14), all Mac PPD, UNIX®, Linux®, Universal Print (requires Microsoft connector)
Mobile Printing¹	Android printing framework (Sharp Print Service Plugin), Sharpdesk® Mobile
Print Features	Auto configuration, serverless print release, chapter inserts, confidential print, continuous printing, custom image registration, document control, document filing, duplex printing, electronic sorting, form overlay, hidden pattern print, image retention, job bypass print, job retention, layout print, margin shift, multiple pamphlet, network tandem print, N-up printing, offset stacking, page interleave, pamphlet style, poster print, proof print, print and send, tab paper print, tab printing, transparency inserts, tray status, user authentication single sign-on, watermarks, zoom print
Direct Printing	File Types: TIFF, JPEG, PCL, PRN, TXT, and PNG. Optional: PDF, Compact PDF, Encrypted PDF, PS, DOCX, XLSX and PPTX. Methods: FTP, SMB, Web page, Email and USB memory. PDF file formats support the Adobe Embedded Print Engine
Resident Fonts	80 outline fonts (PCL), 139 fonts (PS) (Post)
Interface	RJ-45 Ethernet 10/100/1000 Base-T, USB 2.0, Wireless
Operating Systems and Environments	Windows 7, Windows 8, Windows 10, Windows Server 2008, Windows Server 2012, Windows Server 2016, Chrome®, Mac OS X 10.6-10.14, Unix®, Linux®, Citrix®, and SAP device types ²
Printing Protocols	LPR, IPP, IPPS, Raw TCP (port 9100), FTP, POP3, POP3S, HTTP, HTTPS, and LPR and LPD (for Unix)
Network Scanning System	
Scan Modes	Standard: Color, monochrome, grayscale
Max. Original Size	11" x 17"
Optical Resolution	600 dpi
Output Modes	600 dpi, 400 dpi, 300 dpi, 200 dpi, 150 dpi, 100 dpi
Image Compression	Monochrome Scanning: Uncompressed, G3 (NH), G4 (MR/MMR) Color/Grayscale: JPEG (high, middle, low) Internet Fax mode: MH/MMR (option) ¹

Network Scanning System (continued)

Image Formats	Monochrome: TIFF, PDF, PDF/A, Encrypted PDF, and XPS Color/Grayscale: TIFF, JPEG, PDF, PDF/A, Compact PDF, Encrypted PDF, and XPS. Internet Fax: TIF-FX, TIF-F, and TIF-S
Scan Destinations	Email, Desktop, FTP, Folder (SMB), USB, Internet fax (option), Super G3 fax (option) Up to 2,000 (combined scan destinations)
One-touch Destinations	Up to 500
Group Destinations	48 (combined)
Programs	Up to 100
Enhanced Email Integration Software¹	Standard Gmail connector, standard Exchange connector Sharpdesk personal document management software, Network Scannar tool, Sharpdesk Mobile (download)
Optional Equipment	
MX-60ABD	Deluxe Copier Cabinet Base (with front door)
MX-DE25N	Stand/1 x 550-sheet Paper Drawer
MX-DE26N	Stand/2 x 550-sheet Paper Drawers
MX-DE27N	Stand/3 x 550-sheet Paper Drawers
MX-DE28N	Stand/1 x 550 + 2,100-sheet Split Tandem Paper Drawers
MX-DE29N	Law Stand/1 x 550-sheet Paper Drawer
MX-LC17N	3,000-sheet Large Capacity Cassette (letter, requires MX-8E25N/26N/27N/28N)
MX-LT10	Long Paper Feeding Tray
MX-FN27N	50-sheet Staple Inner Finisher
MX-FN28	1K Stacking 50-sheet Staple Finisher
MX-FN29	1K Stacking 50-sheet Staple/Saddle Stitch Finisher
MX-FN30	3K Stacking 65-sheet Staple Finisher
MX-FN31	3K Stacking 65-sheet Staple/Saddle Stitch Finisher
MX-RB25N	Paper Pass Unit (required for MX-FN28/29/30/31)
MX-PN14B	3-Hole Punch Unit (requires MX-FN27N)
MX-PN15B	3-Hole Punch Unit (requires MX-FN28/29)
MX-PN16B	3-Hole Punch Unit (requires MX-FN30/31)
MX-SCX1	Staple Cartridge for MX-FN27N/28
AR-SC2	Saddle-stitch Staple Cartridge for MX-FN29
MX-SC11	Staple Cartridge for MX-FN30/31
MX-SC12	Saddle-stitch Staple Cartridge for MX-FN31
MX-TR19N	Right Side Exit Tray
MX-TR29	Job Separator Tray
MX-TU16	Center Exit Tray
MX-UT10	Utility Table
MX-EB18	Wireless LAN
MX-EB19L	Compact PDF Kit
MX-EB20L	OCR Expansion Kit
MX-FX15	Fax Expansion Kit
MX-FWX1L	Internet Fax Kit
MX-PF1D	Bar Code Font Kit
MX-PK13L	Adobe PostScript 3 Expansion Kit
MX-PU10L	Direct Print Expansion Kit
AR-SV1	Stamp Unit (requires AR-SV1 Stamp Cartridge)
AR-SV1	Stamp Cartridge
MX-AMX1L	Application Integration Module
MX-AMX2L	Application Communication Module
MX-AMX3L	External Accounting Module
MX-FR62U	Data Security Kit
DVENDFSV	Generic Vendor Interface Kit
Supplies	
MX-61NTBA	Black Toner Cartridge
MX-61NTCA	Cyan Toner Cartridge
MX-61NTMA	Magenta Toner Cartridge
MX-61NTYA	Yellow Toner Cartridge
MX-61NVBA	Black Developer
MX-61NVSA	Cyan/Magenta/Yellow Developer
MX-60NRSA	Drum

¹ Some features require optional equipment. See your local dealer.
² May vary depending on product configuration, machine settings and operating and/or environmental conditions.



Qualcomm DirectOffice



SHARP ELECTRONICS CORPORATION
100 Paragon Drive, Montvale, NJ 07645
1-800-BE-SHARP • www.sharpsusa.com

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CANON FINANCIAL SERVICES, INC. ("CFS")
 Remittance address: 14904 Collections Center Drive
 Chicago, Illinois 60693 Phone: (800) 220-020D

LEASE AGREEMENT

One-Page Agreement for Transactions Under \$150,000 CFS-1122 (06/16)

CFS AGREEMENT NUMBER: 8722210

COMPANY LEGAL NAME POESTENKILL, TOWN OF		DBA	PHONE (Customer) 518-283-5119		
BILLING ADDRESS 38 DAVIS DR		CITY POESTENKILL	CDUNTY	STATE NY	ZIP 12140
EQUIPMENT ADDRESS 38 DAVIS DR		CITY POESTENKILL	COUNTY	STATE NY	ZIP 12140
EQUIPMENT INFORMATION			NUMBER AND AMOUNT OF PAYMENTS		
Quantity	Serial Number	Make/Model/Description	Number of Payments	Payment Amount *	
1		Sharp 3051 color	60	\$121.00	
		Sharp MX C357 color desktop			
Term in months: 60		Payment Frequency: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other:			
Number of Payments in Advance: 0		End of Term Purchase Option: <input checked="" type="checkbox"/> Fair Market Value <input type="checkbox"/> \$1.00 <input type="checkbox"/> Other: (\$ or %)			
Total Amount Due At Signing *: \$0.00		* Plus Applicable Taxes (estimated)			

THIS AGREEMENT IS NON-CANCELABLE BY CUSTOMER. CUSTOMER REPRESENTS THAT ALL ACTION REQUIRED TO AUTHORIZE EXECUTION OF THIS AGREEMENT ON BEHALF OF CUSTOMER BY THE FOLLOWING SIGNATORIES HAS BEEN TAKEN. THE UNDERSIGNED HAS READ, UNDERSTANDS AND HEREBY AGREES TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT.

ACCEPTED BY CANON FINANCIAL SERVICES, INC.		AUTHORIZED CUSTOMER SIGNATURE	
By: _____	By: _____	Title: _____	
Title: _____	Printed Name: _____	Email address: _____	
Date: _____	Tax ID#: _____	If proprietor, DOB: _____	Date: _____

To: Canon Financial Services, Inc. ("CFS")
 Customer certifies that (a) the Equipment referred to in this Agreement has been received, (b) installation has been completed, (c) the Equipment has been examined by Customer and is in good operating order and condition and is, in all respects, satisfactory to Customer, and (d) the Equipment is irrevocably accepted by Customer for all purposes under this Agreement. Accordingly, Customer hereby authorizes billing under this Agreement.

TERMS AND CONDITIONS

1. AGREEMENT: CFS leases to Customer, a Muni organized under the laws of the State of NY, with its chief executive office at POESTENKILL, NY and Customer leases from CFS with its place of business at 158 Gaither Drive, Suite 200, Mt Laurel, New Jersey 08054, all the equipment described above ("Equipment"). This Agreement shall be effective on the date the Equipment is delivered to Customer ("Commencement Date"), provided Customer executes CFS' form of acceptance ("Acceptance Certificate") or provides to CFS other written confirmation of its acceptance of the Equipment, which shall conclusively establish that the Equipment has been delivered to and accepted by Customer for all purposes of the Agreement. The term of this Agreement begins on the date accepted by CFS or any later date CFS designates ("Agreement Date") and shall consist of the payment period specified above, any interim period, and any renewal periods. If Customer has not, within 10 days after delivery of the Equipment, delivered to CFS written notice of non-acceptance of any of the Equipment, specifying the reasons therefor and specifically referencing this Agreement, Customer shall be deemed to have irrevocably accepted the Equipment. After acceptance of the Equipment, Customer shall have no right to cancel this Agreement, revoke acceptance or return the Equipment to CFS prior to the end of the scheduled term of this Agreement for any reason whatsoever.

2. PAYMENTS: Customer shall pay CFS the payments specified under "Number and Amount of Payments" above and such other amounts permitted hereunder as invoiced by CFS ("Payments"). Customer shall also pay CFS an interim payment in an amount equal to 1/12th of the monthly amount of the Payment multiplied by the number of days between the Effective Date and the Commencement Date ("Interim Period"), as determined by CFS. A late payment fee equal to the greater of 10% of the late amount or \$25 will be due if a Payment is late. This lease is a net lease. Payments shall be made without set-off or deduction, even if the Equipment malfunctions. Customer authorizes CFS to adjust the Payment and End of Term Purchase Option ("Purchase Option") herein by up to 15% if the actual total cost of the Equipment, including any sales or use tax, is more or less than originally estimated. Customer (a) shall pay an \$85 documentation fee, and (b) agrees to pay any applicable taxes (including personal property tax), expenses, charges and fees imposed upon CFS or Customer with respect to the Equipment, the Payments, or Customer's performance or non-performance hereunder and shall reimburse CFS for the same plus processing fees (collectively, "Costs"). Customer agrees that CFS may in its sole discretion apply, but shall not be obligated to apply, any amount paid in advance to any amount due or to become due hereunder, and in no event shall any amount paid in advance earn interest except where required by applicable law.

3. NAME; OFFICES: Customer's legal name (as set forth in its constituent documents), chief executive office address and jurisdiction of organization are as set forth herein. Customer shall provide CFS written notice at least 30 days prior to any change of its legal name, chief executive office address or its form of organization (including its jurisdiction of organization), and shall execute and deliver to CFS such documents as required or appropriate.

4. WARRANTIES; CUSTOMER ACKNOWLEDGES THAT CFS IS NOT A MANUFACTURER, DEALER, OR SUPPLIER OF THE EQUIPMENT, AND AGREES THAT THE EQUIPMENT IS LEASED "AS IS" AND IS OF A SIZE, DESIGN, AND CAPACITY SELECTED BY CUSTOMER. CFS HAS MADE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, INCLUDING SPECIFICALLY ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CFS shall not be liable for consequential, special, indirect or punitive damages. Any warranty related to the Equipment made by the manufacturer, dealer, or supplier is separate from, and is not a part of, this Agreement, and CFS assigns to Customer any warranties a good between Customer and the manufacturer, dealer, or supplier. Customer acknowledges and agrees that the supplier or dealer is not an agent of CFS and is not authorized to waive or alter any term of the Agreement, or make any representation or warranty with respect to this Agreement or the Equipment on behalf of CFS. Customer warrants that the Equipment will not be used for personal, family or household purposes.

5. LIENS; MAINTENANCE; ALTERATIONS; LOSS: Customer shall keep the Equipment free and clear of all claims and liens other than those in favor of CFS. Customer shall keep and maintain the Equipment in good working order and shall, at its expense, supply and install replacement parts and accessories when required to maintain the Equipment. Any such changes or substitutions shall be the property of CFS and shall be deemed Equipment. Effective upon delivery to Customer, Customer shall (a) bear the entire risk of any loss, theft of, or damage to the Equipment, and (b) during the term hereof, including renewals and extensions, keep the Equipment insured with CFS as loss payee. If Customer fails to provide proof of insurance, CFS may, but is not required to, obtain insurance covering CFS' interests, and charge Customer for the costs of such insurance, and an administrative fee. CFS and any affiliate may make a profit on the foregoing. No such loss, theft, or damage shall relieve Customer of any obligation hereunder.

6. DEFAULT: If Customer fails to pay any amount due to CFS, CFS will have the right to exercise any one or all of the following remedies in any order: (i) require Customer to immediately pay all unpaid Payments hereunder (whether or not then due), the Purchase Option amount and any other Costs (collectively, "Remaining Lease Balance"); (ii) terminate any and all agreements with Customer; (iii) repossess the Equipment; (iv) sell the Equipment and recover the amount by which the Remaining Lease Balance exceeds the net amount CFS received from such sale; and/or (v) pursue any other remedy permitted at law or in equity. CFS (i) may sell the Equipment after preparing it or not, (ii) may disclaim warranties of title and the like, and (iii) may comply with applicable law, and these actions shall be deemed commercially reasonable. In the event the Equipment is not available for sale, the Customer shall be liable for the Remaining Lease Balance. Customer shall reimburse CFS for its out-of-pocket costs and expenses incurred in enforcing this Agreement and exercising its remedies, including reasonable fees and expenses of attorneys and collection agencies. Any other default hereunder shall entitle CFS to all remedies available at law and equity. Failure to exercise any remedy that CFS may have shall not constitute a waiver of any obligation with respect to which Customer is in default. Customer will also pay for CFS' reasonable collection and other costs which, in the case of a court action, 25% of the total amount sought shall be deemed reasonable.

7. ASSIGNMENT; CUSTOMER SHALL NOT ASSIGN OR PLEDGE THIS AGREEMENT, NOR SHALL CUSTOMER SUBLET OR LEND ANY ITEM OF EQUIPMENT. CFS may pledge or assign this Agreement. If CFS assigns this Agreement, the assignee will have the same rights and benefits that CFS has now and will not have to perform any of CFS' obligations, and the rights of the assignee will not be subject to any claims, defenses, or setoffs that Customer may have against CFS.

8. PURCHASE OPTION: (A) END OF TERM PURCHASE OPTION. At the end of any term, Customer shall give CFS 60 days' irrevocable prior written notice (unless the Purchase Option is \$1.00) that it will purchase all the Equipment at the Purchase Option plus any Costs. (B) PRIOR TO MATURITY PURCHASE. Customer may, at any time, upon 60 days' irrevocable prior written notice, purchase all the Equipment at a price equal to the sum of all remaining Payments plus the Fair Market Value plus Costs. "Fair Market Value" shall be CFS' retail price when Customer purchases the Equipment. Equipment purchases shall be "AS-IS WHERE-IS" without warranty, except for title.

9. RENEWAL; RETURN: This Agreement automatically renews under the same terms and conditions on a month-to-month basis if Customer fails to give CFS 60 days' prior written notice of its intent to purchase or return the Equipment before the end of any term. Unless this Agreement automatically renews or Customer purchases the Equipment, Customer shall return the Equipment on the day the Agreement terminates in good operating condition, ordinary wear and tear resulting from proper use excepted, at Customer's sole cost and expense to a location specified by CFS, and shall reimburse CFS for any costs incurred to place the Equipment in good operating condition. CFS may charge Customer a return fee equal to the greater of one Payment or \$25D for the processing of returned Equipment.

10. DATA: Customer acknowledges that the hard drive(s) on the Equipment, including attached devices, may retain images, content or other data that Customer may store for purposes of normal operation of the Equipment ("Data"). Customer acknowledges that CFS is not storing Data on behalf of Customer and that exposure or access to the Data by CFS, if any, is purely incidental to the services performed by CFS. Neither CFS nor any of its affiliates has an obligation to erase or overwrite Data upon Customer's return of the Equipment to CFS. Customer is solely responsible for: (A) its compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (B) all decisions related to erasing or overwriting Data. Without limiting the foregoing, if applicable, Customer should, (i) enable the Hard Disk Drive (HDD) data erase functionality that is a standard feature on certain Equipment and/or (ii) prior to return or other disposition of the equipment, utilize the Hard Disk Drive (HDD) (or comparable) formatting function (which may be referred to as "Initialize All Data/Settings" function) if found on the Equipment to perform a one pass overwrite at Data at, if Customer has higher security requirements, Customer may purchase from its Canon dealer at current rates an appropriate option for the Equipment, which may include (a) an HDD Data Encryption Kit option which disguises information before it is written to the hard drive using encryption algorithms, (b) an HDD Data Erase Kit that can perform up to a 3-pass overwrite of Data (for Equipment not containing data erase functionality as a standard feature), or (c) a replacement hard drive (in which case Customer should properly destroy the replaced hard drive). Customer shall indemnify CFS, its subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) arising or related to the storage, transmission or destruction of the Data. This section survives termination or expiration of this Agreement. The terms of this section shall solely govern as to Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between Customer and CFS applies, or could be construed to apply to Data.

11. UCC: Customer authorizes CFS to file any form of financing or continuation statements and amendments thereto. THIS AGREEMENT IS INTENDED AS A "FINANCE LEASE" AS THAT TERM IS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE ("UCC 2A") AND CFS IS ENTITLED TO ALL BENEFITS, PRIVILEGES AND PROTECTIONS OF A LESSOR UNDER A FINANCE LEASE. CUSTOMER WAIVES ITS RIGHTS AS A LESSEE UNDER UCC 2A SECTIONS 508-522. If this Agreement is determined not to be a true lease, Customer grants CFS a security interest in the Equipment.

12. MISCELLANEOUS: THIS AGREEMENT SHALL BE GOVERNED BY NEW JERSEY LAW. ANY ACTION BETWEEN CUSTOMER AND CFS SHALL BE BROUGHT IN A COURT LOCATED IN THE COUNTY OF BURLINGTON OR CAMDEN, NEW JERSEY, PROVIDED THAT CFS AT ITS SOLE OPTION MAY BRING ANY SUCH ACTION IN A COURT WHERE CUSTOMER OR THE EQUIPMENT IS LOCATED. CUSTOMER AND CFS IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS. CFS may accept a facsimile or other electronic transmission of this Agreement and Acceptance Certificate as an original. Customer shall reimburse CFS for and defend CFS against any claim for losses or injury caused by the Equipment, both before and after termination of this Agreement. CFS may insert missing or correct other information, including the Equipment's description, serial number, and location, and corrections to Customer's legal name; otherwise this Agreement embodies the entire agreement.

PERSONAL GUARANTY

The undersigned absolutely, irrevocably and unconditionally, jointly and severally, guarantee to CFS all payments and other obligations under this Agreement. This is an absolute and continuing guaranty, SECTION 12 ABOVE SHALL APPLY TO THIS PERSONAL GUARANTY. The undersigned waive any right to require any action against Customer or any other party before enforcing this Personal Guaranty.

Printed Name: _____ Signature: _____ (no title) Date: _____
 Address: _____ Phone: _____



CANON FINANCIAL SERVICES, INC. ("CFS")
 Remittance Address: 14904 Collections Center Dr.
 Chicago, Illinois 60693 800-220-0200

Municipal Fiscal Funding Addendum

CFS' Application Number:	1862393
CFS' Agreement Number:	872210
Agreement Date:	

GOVERNMENTAL ENTITY

Complete Legal Name

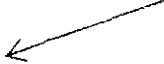
POESTENKILL, TOWN OF

("Customer")

THIS MUNICIPAL FISCAL FUNDING ADDENDUM ("ADDENDUM") WILL BE OF NO FORCE OR EFFECT IF THE CUSTOMER IS NOT A STATE OR A POLITICAL SUBDIVISION OF A STATE WITHIN THE MEANING OF SECTION 103(C) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED.

Customer warrants that it has funds available to pay Payments payable pursuant to the agreement (whether designated a lease, rental, master lease, or otherwise, together with any schedules, the "Agreement") until the end of its current appropriation period and warrants that it presently intends to make Payments in each appropriation period from now until the end of this Agreement. The officer of Customer responsible for preparation of Customer's annual budget shall request from its legislative body or funding authority funds to be paid to CFS under this Agreement. If notwithstanding the making in good faith of such request in accordance with appropriate procedures and with the exercise of reasonable care and diligence, such legislative body or funding authority does not appropriate funds to be paid to CFS for the Equipment, Customer may, upon prior written notice to CFS, effective upon the exhaustion of the funding authorized for the then current appropriation period, return the Equipment to CFS, at Customer's expense and in accordance with this Agreement, and thereupon, Customer shall be released of its obligation to make Payments to CFS due thereafter, provided: (1) the Equipment is returned to CFS as provided for in the Agreement; (2) the above described notice states the failure of the legislative body or funding authority to appropriate the necessary funds as the reason for cancellation; and (3) such notice is accompanied by payment of all amounts then due to CFS under the Agreement. In the event Customer returns the Equipment pursuant to the terms of this Agreement, CFS shall retain all sums paid by Customer. Customer's Payment obligations under this Agreement in any fiscal year shall constitute a current expense of Customer for such fiscal year, and shall not constitute indebtedness or a multiple fiscal year obligation of Customer under Customer's state constitution, state law or home rule charter. Nothing in this Agreement shall constitute a pledge by Customer of any taxes or other monies, other than as appropriated for a specific fiscal year for this Agreement and the Equipment.

The undersigned represents and warrants to CFS that all action required to authorize the execution and delivery of this Addendum on behalf of the above referenced Customer by the following signatory has been duly taken and remains in full force and effect. Customer agrees that CFS may accept a facsimile or other electronic transmission of this Addendum as an original, and that facsimile or electronically transmitted copies of Customer's signature will be treated as an original for all purposes.

ACCEPTED	
Canon Financial Services, Inc.	Customer
By _____	By _____ 
Title _____	Printed Name _____
Date _____	Title _____

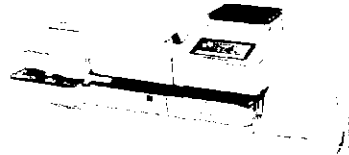


State of New York



NYS Contract# PC67337
Award # 22941-E
Group# 22812

Option #1: **SendPRO C500 Automatic Mailing System -
With 5lb. Scale - USPS Processing
Automatic Feeding & Sealing Feature**



NYS Contract Purchase Price	\$ 3,085.50
Postage Meter Rental	\$ 33.00 Per Month
1 st Year Maintenance	- Included -
Maintenance After 1 st Year	\$ 301.50 Per Year

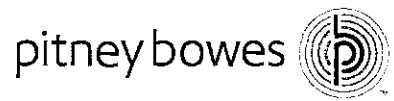
Option #2: **SendPRO C Semi- Automatic Mailing System -
With 5lb. Scale - USPS Processing
Manual Feed- one at a time & Sealing Feature**



NYS Contract Purchase Price	\$ 1,268.10
Postage Meter Rental	\$ 22.00 Per Month
1 st Year Maintenance	- Included -
Maintenance After 1 st Year	\$ 21.00 Per Year

Associated Supply Costs on NYS Contract- should order at point of Sale:

SL798-0	RED POSTAL INK CARTRIDGE – 1 PER BOX UP TO 1,500 IMPRESSIONS (NO ENVELOPE AD)	
	List Price \$59.99 - 16.50%	\$50.09 Per Cartridge
620-9	POSTAGE TAPE SHEETS- 150 DOUBLE SHEETS- 300 LABELS PER BOX	
	List Price \$59.99 - 16.50%	\$50.09 Per Box



The proposed solutions include delivery, installation, and operator training.

Like all of our products and services, we stand behind them with our Pitney Bowes Customer Satisfaction Guarantee.

This quotation is effective until: **January 31, 2022**

RESOLUTION NO. 3-2022**TOWN OF POESTENKILL
REGULAR MEETING****February 10, 2022****RESOLUTION REMOVING RESTRICTIONS ON SUCCESSION OF OFFICE FOR
MEMBERS AND CHAIRS OF THE POESTENKILL PLANNING BOARD AND
POESTENKILL ZONING BOARD OF APPEALS**

WHEREAS, applicable state law provides that members of a town planning board shall serve a staggered term of seven years duration and members of a town zoning board of appeals shall serve a staggered term of five years duration, and further that the chairs of a town planning board and town zoning board of appeals shall be designated annually by the Town Board, unless the Town Board fails to so designate such a chair in which case the respective board members elect a chair from its own membership; and

WHEREAS, Poestenkill Code Section 150-87 is in accordance with New York State Town Law Section 271 with respect to membership and chair appointments and terms for the Poestenkill Planning Board; and

WHEREAS, Poestenkill Code Section 150-83 is in accordance with New York State Town Law Section 267 with respect to membership and chair appointments and terms for the Poestenkill Zoning Board of Appeals; and

WHEREAS, by Resolution dated February 13, 1986, the Town Board established restrictions on the succession of office for members and chairs of the Poestenkill Planning Board and the Poestenkill Zoning Board of Appeals; and

WHEREAS, the Town Board is desirous of removing such restrictions and to provide for terms of members and chairs of the Poestenkill Planning Board and Poestenkill Zoning Board of Appeals to be in accordance with the provisions of Poestenkill Code Sections 150-87 and 150-83 and New York State Town Laws Sections 271 and 267 as described hereinabove;

NOW, THEREFORE, BE IT RESOLVED by the Town Board of the Town of Poestenkill in regular session duly convened as follows:

1. The Resolution of the Town Board dated February 13, 1986 which restricted the succession of terms of office for members and chairs of the Poestenkill Planning Board and Poestenkill Zoning Board of Appeals is hereby rescinded, and such

restrictions as stated therein are no longer applicable.

- 2. The terms of all Poestenkill Planning Board members and chairs shall be in accordance with the provisions of Poestenkill Code Section 150-87 and New York State Town Law Section 271.
- 3. The terms of all Poestenkill Zoning Board of Appeals members and chairs shall be in accordance with the provisions of Poestenkill Code Section 150-83 and New York State Town Law Section 267.
- 4. This resolution shall be effective immediately and shall apply to remove any previously-applicable restrictions on terms of members or chairs of the Poestenkill Planning Board and Poestenkill Zoning Board of Appeals on both current and prospective members and chairs of such Boards.

The foregoing Resolution, offered by _____ and seconded by _____, was duly put to a roll call vote as follows:

COUNCILWOMAN BUTLER	VOTING _____
COUNCILMAN HASS	VOTING _____
COUNCILMAN VAN SLYKE	VOTING _____
COUNCILMAN WOHLLEBER	VOTING _____
SUPERVISOR HAMMOND	VOTING _____

The foregoing Resolution was/was not thereupon declared duly adopted.

February 10, 2022

TOWN CLERK'S MONTHLY REPORT

Town of Poestenkill, New York

January 2022

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:		\$ 12.83
Marriage License	1 @ \$ 7.50	\$ 7.50
Marriage Certificate	1 @ \$10.00	10.00
A1255	Total Town Clerk Fees	\$ 30.33
1-2268	Dog Control	\$ 100.00
A1289	Registrar	\$ 50.00
A2655	Minor Sales – Copies (certified copy) –	\$ 20.00
A2544	Local Fee for Dogs –	123.00
A2115	Planning Board Fees - \$ ZBA Fees - \$ 58.45	\$ 58.45
A2555	Building Permits	\$ 420.00
A-2545	Peddlers Permit	\$
2110	Water Benefit Charge	\$
A2720	Water Meter Fee - @ \$275.00	\$
A2240	Misc. Water Charges -	
A2710	Water Permit Fee - @ \$40.00	
1001	Water Billing - \$16,392.54	
TOTAL WATER CHARGES		\$ 16,392.54
REVENUE TO SUPERVISOR		\$17,194.32
Amount paid to State Comptroller for Games of Chance License		\$
Amount paid to DEC for Conservation Licenses		\$ 952.17
Amount paid to AG & Markets for fee for unsprayed/unneutered Dog program		\$ 25.00
Amount paid to State Health Dept. for Marriage Licenses		\$ 22.50
TOTAL DISBURSED		\$ 999.67
Kelth Hammond, Town Supervisor		\$
TOTAL AMOUNT RECEIVED BY CLERK		\$ 18,193.99
<p>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 January. Fees the application and payment of which are otherwise provided by law subscribed and sworn to before me this 7th day of February 2022.</p>		

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

VIII.
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TO: Supervisor Keith Hammond and Poestenkill Town Board

FROM:  Betsy Pinho, Assessor

RE: Assessor's Report January 2022

Per Town Board Resolution #21-2021 adopted on 12/30/2021, all Aged-Senior Citizen and Disability renewal exemptions will be automatically renewed for the 2022 Assessment Roll.

All other exemption renewal applications (Agriculture, Clergy, Forest, and Non-Profit) will be processed as normal. Exemption forms and documentation can be returned in person, by mail, or by using the Town drop box located near the main Town Hall entry door. March 1st is the submission deadline for both new and renewal exemption applications.

The Assessor's Office continues to receive and process new deeds and split/merger documents. 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**

MEMORANDUM:

To: Town Supervisor- Keith Hammond

Town Board Members – June Butler, David Hass, Harold Van Slyke,
Eric Wohlleber (Deputy Town Supervisor)
Town Attorney – Andy Gilchrist

From: Robert L. Brunet, P.E.–Water Manager / 811Operations / Public Health
Coordinator **RXB**

RE: Executive Summary Monthly Report (January)

Date: February 1, 2022

SUMMARY OVERVIEW:

In each of my duties the Municipal Water District, the 811 Operations, and the Public Health Coordination, all the objectives under our control are continuing to be met or exceeded.

MONTHLY PUBLIC HEALTH COORDINATOR REPORT:

PFOA/PFOS - Our involvement continues to be significant in the PFOA/PFOS issue. Additionally, we have been able to help many residents in the testing of their wells and in the decontamination process where their wells have tested positive for Coliform. The resident requested testing has increased this month, as well as informational requests for hooking up to municipal water due to their PFOA/PFOS concerns. We continue to work closely with the RCDOH, NYSDOH, and the DEC. Their testing progress and public information efforts have picked up pace, as well as their work in finding the source(s). See my latest Town Website article with the DEC “link” for specifics, including status of determining the “cause(s)”. Also, the most recent information from the 1/27/2022 “Monthly Update” meeting with representatives of the RCDOH, NYSDEC, and NYSDOH organizations.

CCCDW – Supervisor Hammond has had two meetings with the members of the Concerned Citizens for Clean Drinking Water (CCCDW) group, the most recent on January 28, 2022 which I attended. It was a good meeting and Supervisor Hammond reinforced the Town’s commitment to a quality “working relationship” where we are all working together to solve the contamination problem.

DSI: I was recently notified that current PFOA/PFOS tests at the DSI location on Rt. 355 failed MCL limits, with a PFOA level of 23.1 ppt compared to a 10 ppt MCL for both PFOA and PFOS. Additionally, the PFOS level tested at an estimated range of 1.11 to 6.59 ppt. Verification testing is underway and I will update you as information becomes available. You may know that DSI originally was involved with the DEC in December 2010 because of site contamination. I have a copy of the 300 page document; if anyone wants it I can email it. **Importantly it does not appear that the DSI situation is the same as the Algonquin situation. It appears that there may be numerous sources, not only one or two sources, as in other towns. This makes it that much more difficult (if ever) to determine the sources because of the extremely low level of PFOA/PFOS detected. (Poestenkill – up to 24 ppt, Hoosic falls - > 24,000 ppt and Petersburg - > 1,000 ppt).**

Poestenkill Landfill – This is an area in which we can feel very good about our progress. We have assumed full responsibility from RYAN BIGGS/CLARK DAVIS for the testing and associated functions required by the 1994 Consent Decree and have been working with the newly appointed responsible DEC and NYSDOH individuals, as well as with the Adirondack Environmental testing organization to ensure that our commitments are met. At this point all is “**well**” (please forgive the play on words) and we will continue to keep it that way. I anticipate no ongoing difficulties with this responsibility, and it will save the Town several thousand dollars annually for outside engineering costs. **We were finally able to gain access to all DEC required testing locations, and have therefore met all of our DEC responsibilities for 2021; we will continue to do so in 2022.** I have already prepared and formally notified Adirondack of our required 2022 testing schedule.

Algonquin Middle School - The new GAC (DEC installed) water filtration system is being completely tested and is in the final stages and will soon be fully operational. Currently, the Algonquin Middle School is continuing to use bottled water. They estimate that they will be off bottled water and fully operational on their new system in one month.

MONTHLY WATER DISTRICT'S OPERATIONAL REPORT:

All work functions were performed properly, and all objectives under our control were met, with emphasis on safe water, quality test reports, and on continuing to reduce lost water expenses. We completed 3 new water service installations during this period and we were also able to help St. Gobain (Jack) **isolate a water leak (over 10,000 gals. / day) on their property and get it repaired.**

I got a call from Sean Duffy (3 Franklin St.) on Sunday, 1/16/22 who had a frozen pipe in his basement which resulted in the meter “freeze out” cap breaking. I was able to give him a replacement and he replaced it himself, saving plumber's cost. I

also worked with him and we were able to identify the cause and fix the problem of very high pressure in his home system; he was very appreciative.

I have been working with and supplying (at their request) information to the LaBerge Group regarding our existing water system.

NEW PROBLEM: The embedded batteries in our water meter antennae are beginning to become defective (over 10 years in use) and thereby prohibit our reading resident usage remotely (5 have failed to date). I have had three meetings with the EJP representative, Andy Glick, and he is working very well with us and is supplying replacement units (at no cost to us). We are performing the new work function of this replacement at the residents' premises at no cost to them. I anticipate that this new function will be increasing in volume and an ongoing new work function for many years.

PROPOSED BRUNSWICK WATER CHARGE ERROR: In reviewing the January 18, 2022 notification of Brunswick's water charge increase I observed that it was in conflict with our September 29, 2009 WATER TRANSPORTATION AGREEMENT TOWN OF BRUNSWICK AND TOWN OF POESTENKILL and notified both Bill Bradley, Superintendent of Water, and Patrick E. Polito, Asst. to Supervisor – Brunswick and await their reply. If this error had not been picked up it would have cost Poestenkill many thousands of dollars (over \$10,000), not only in 2022 but in every subsequent year due to the CPI clause in the contract. As mentioned in a prior Town Board meeting, I have had this situation in the past with Brunswick and it was fixed. We have never had this problem with Troy. This reinforces the need to carefully audit and authorize every such bill.

DEC AND RENSSELAER LAND TRUST PROGRAM FUNDS: The NYSDEC announced the acquisition of two parcels totaling 120 acres to protect the Tomhannock Reservoir (serving over 135,000 people). These parcels have 4,800' frontage on the Sunkaulssa Creek and the Otter Creek and the acquisition will help protect our drinking water. This purchase was accomplished with funding from a \$1.5 million Water Quality Improvement Project Grant.

MONTHLY 811 OPERATIONS REPORT:

From an overall viewpoint everything continues to go quite well in the 811 operation. During this period, we received a total of (15) 811 tickets of which 4 were Emergency Call-Outs. All 811 Dig Safe daily requests (tickets) were received and responded to appropriately and in a timely fashion. Additionally, we receive daily audits (7 days/week), and each has been excellent, with no late or unanswered responses on our part.

THIS MONTH'S CORNY HUMOR:

My wife asked me to take her to one of those restaurants where they make the food right in front of you---I took her to Subway's.



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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 – A. Gilchrist

From: Tracy Church Code Enforcement/ Building Inspector

Date: February 2, 2022

RE: December/ January
OVERVIEW:

The Building Department/ Code Enforcement Office continues to assist residents, builders and other municipalities. The requests for building permits continue however not as frequent during the cold winter months, title searches however have increased due to the real estate market demand. Annual Code Enforcement/ Building Inspector required training has resumed and has been scheduled for the 2022 year.

Regarding Code Enforcement

01. [REDACTED], Order of Remedy had been issued to the occupants, requiring relocation of the camping trailer which was being used as a residence. A follow-Up site visit showed that the trailer had been removed from the close proximity to the residence and had been disconnected from both electrical power and water.
02. [REDACTED] ([REDACTED]), a follow-up visit showed that the missing concrete blocks over the large overhead door had been replaced and the hazard was eliminated.
03. [REDACTED] continues to be a source of complaints, an appearance ticket had been issued in the spring of 2020, the case remains in the court system, however we are having difficulty mandating the owner to appear in front of the court.

The Town of Poestenkill will continue to be represented in a polit, efficient and proffecional manner.

Respectfully submitted

Tracy D. Church

Tracy Church

Building Inspector/ Code Enforcement Official

Zimbra**tbuker@poestenkilny.com****[EXTERNAL] RE: Monthly Report**

VIII.g

From : Bob Guyer <straydawg302@gmail.com>

Tue, Feb 01, 2022 06:04 PM

Subject : [EXTERNAL] RE: Monthly Report**To :** Tiffany Buker <tbuker@poestenkilny.com>

Dog report

2 tickets issues

3 Dog Calls

2 Wildlife Calls

5 Wildlife Inquiries

Bob Guyer

Dog Control Officer

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

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

From: Tiffany Buker <tbuker@poestenkilny.com>

Date: 2/1/22 5:15 PM (GMT-05:00)

To: straydawg302 <straydawg302@gmail.com>, Tracy Church
<tchurch@poestenkilny.com>, DJ Goyer <dgoyer@poestenkilny.com>

Subject: Monthly Report

Hello

As a reminder please submit your monthly report by Friday 2/4 as the town board meeting is next week.

Thanks,

Tiffany Buker

Town of Poestenkil

(518)283-5100 ext 100

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: January 7th -February 2nd , 2022

RE: Highway Activities

1. Started this monthly period off with more snow plowing. We have been quite busy this winter with snow and ice operations. Even though we haven't had many big amount snowfalls it has been filled with the nuisance snow and ice storms. They can take just as much time to get control of and get roads cleaned up even though the totals are much lower. The plow beats take 2-3 hours to complete once regardless of the storm.
2. I have had to order salt multiple times this month as well due to the frequencies of the storms. Once the salt gets delivered, we haul sand into the shop that is stored at the gravel pit to mix with the road salt.
3. After every storm we empty sanders in the shed and then give the trucks a good wash to get the road grime and salt off them. We do our best to keep the trucks and equipment clean.
4. I started having the guys perform a 100-point inspection on their plow trucks in January. It's something I did while I worked at NYS DOT. The inspection packet goes over the basic maintenance of the truck like fluids and air pressures. As well as getting into the parts and pieces of the plow equipment and safety equipment. We will continue to do this monthly throughout the winter season. It proved a success just after this first month

because they found a few things wrong that could have potentially caused a mid-storm breakdown. Very pleased.

5. Had the loader over at the gravel pit a few times during the cold stretches we have had to break up the frozen chunks of sand so we can load them out for sand/salt mix. The cold weather always makes chunks due to the moisture in the sand. An extremely cold winter can produce a huge number of chunks and is wasteful if not broken up with machinery.
6. I did a couple repairs to truck 116 ahead of Vito's Road test since the check engine light had come on the week leading to the road test. Both things were minor, but a check engine light will fail the test automatically.
7. Vito passed his road test!!! I took him down to the Albany site and had nothing but faith in him. He has done great with his driving and his commitment to the pre-trip part of the road test as well as the parking and brake tests. He passed every part of the test with no issues! We are all proud of him and happy for him.
8. We fixed the exhaust on the code enforcement/building inspector truck.
9. We replaced the wire harness on driver's door of the water department truck.
10. I posted the working supervisor's position for the two-week period as stated in union contract. Two employees signed up for the position, Keven Dorr and Jack Reinhard. I came to the decision and gave the position to Jack. Since he was the heavy equipment operator here, I have now posted the operator position for its two-week period for guys to apply for it.
11. The generator company finally received the parts for our generator (computer board, block heater, heater lines). They got all that installed and programmed, they then got it fired up and running. However shortly into test run the gas regulator crapped out and couldn't maintain pressure. I am going to install, just waiting for new one to come by ups. I had the tech set up the new computer to perform a weekly test run since the new computer board gave us the option. It should help keep it in better running order and ready to run when we need it.
12. Spent the last couple days of this month period getting trucks ready for the ice and snowstorm coming to early February. We got the tire chains out and got them ready in case the ice gets as bad as they forecasted. As well

as take the gradall out and open up some ice jams in the ditch lines since the storm is starting as rain. See what happens....