



MINUTES
BOARD OF FIRE COMMISSIONERS
Regular Meeting – Tuesday, February 25th, 2020

ATTENDEES: Chairman Marc Komorsky
Commissioner Stephen Piehler
Commissioner Richard Sassi
EMS Admin Michael Benenati (*absent*)
Secretary Bria Le
Commissioner Bob McCord
Commissioner George Burns (*absent*)
Chief Barry Ward
Treasurer Mark Pozniak

At 6:13 pm, Chairman Marc Komorsky called the Board of Fire Commissioners regular meeting to order for Tuesday, February 25th, 2020. He led the Pledge of Allegiance and welcomed everyone in attendance.

MINUTES: 1/28/20 & 2/11/20 Regular Meetings and 1/21/20 & 1/23/20 Special Meetings

Upon a MOTION made by Commissioner McCord and SECONDED by Commissioner Piehler, the Board RESOLVED to approve the minutes from the 1/28/20 and the 2/11/20 Regular meetings. McCord – Aye, Piehler – Aye, Sassi – Aye, Komorsky – Aye. **Motion Carried.**

Upon a MOTION made by McCord and SECONDED by Commissioner Sassi, the Board RESOLVED to accept the 1/21/20 and the 1/23/20 Special Meeting minutes. McCord – Aye, Piehler – Aye, Sassi – Aye, Komorsky – Aye. **Motion Carried.**

CORRESPONDENCE:

- Check and Thank you Note – Beierholm for \$100.00 Fund.
Upon a MOTION made by McCord and SECONDED by Piehler, the Board RESOLVED to deposit into the General Fund. McCord – Aye, Piehler – Aye, Sassi – Aye, Komorsky – Aye. **Motion Carried.**

ROOM USE REQUESTS:

- Station 3 on 2/29/20 from 4 pm – 11 pm for Patrimonio
Upon a MOTION made by McCord and SECONDED by Sassi, the Board RESOLVED to approve the use. McCord – Aye, Piehler – Aye, Sassi – Aye, Komorsky – Aye. **Motion Carried.**

REPORTS: (by officers present)

• **Treasurer –**

BANK RECONCILIATIONS: Treasurer Mark Pozniak said that all accounts have been reconciled and are in the Board's possession for their review.

Komorsky noted for the record that the Board audited the bank statements and recs for the LaGrange Fire District General Fund Checking, General Fund Money Market, General Fund Personal Services, Apparatus Reserve, Land & Building Reserve, and Trust & Agency checking accounts. He said they all appeared to be in order.

EXECUTIVE SESSION: Pozniak noted that there are two pending employee contracts that he has comments on for Executive Session.



- **Chief –**
EXECUTIVE SESSION: Chief Barry Ward said that he has two more personnel related topics for Executive Session.
- **EMS Administrator –** *(no report)*
- **Department –** *(no report)*
- **Union –** *(no report)*

OLD BUSINESS/UNRESOLVED ITEMS:

- **Building Repairs/Repair Requests** – Komorsky informed everyone that the electrician has finished the lights in the kitchen and storage room at Firehouse #3. Next he noted that there was a problem with the leaders and gutters at Firehouse #3 so he had Triangle Seamless Gutters come out to clean the gutters and to give an estimate to replace the soffets that are rotting out and to repair the siding on the south side of the building. Komorsky said that the door has been replaced and the oil tank was also replaced. He said once the other repairs have been completed, then the electrician will do more work to repair and replace the exterior lights that are broken.

Next Komorsky addressed the need to move the pole at Firehouse #2 that will need to involve an electrical engineer to create specs as it will necessitate moving and relocating the generator controls. He said that the Board still needs to determine what to do with the rooms at Station 1.

NEW BUSINESS:

- **Insurance Renewals** – Komorsky reviewed the insurance renewals from Rose & Kiernan.
Upon a MOTION made by McCord and SECONDED by Piehler, the Board RESOLVED accept the insurance renewal (attached) at \$84,292.61. McCord – Aye, Piehler – Aye, Sassi – Aye, Komorsky – Aye. **Motion Carried.**
- **IT Support and Maintenance** - Komorsky went over the agreements from Salemsys.
Upon a MOTION made by McCord and SECONDED by Sassi, the Board RESOLVED to accept the proposals (attached). McCord – Aye, Piehler – Aye, Sassi – Aye, Komorsky – Aye. **Motion Carried.**
- **Bell Copier proposal** – Komorsky noted that the office copier is past its useful life and has started to have issues. Discussion followed regarding leasing a copier versus purchasing a new one.
Upon a MOTION made by McCord and SECONDED by Piehler, the Board RESOLVED to go with option 2 (to purchase as per attached proposal). McCord – Aye, Piehler – Aye, Sassi – Aye, Komorsky – Aye. **Motion Carried.**
Upon a MOTION made by McCord and SECONDED by Sassi, the Board RESOLVED to accept the annual maintenance contract for \$1147.00. McCord – Aye, Piehler – Aye, Sassi – aye, Komorsky – Aye. **Motion Carried.**

ABSTRACT: \$142,930.29

Upon a MOTION made by McCord and SECONDED by Sassi, the Board RESOLVED to approve the bills for the month of February in the amount of \$142,930.29. McCord – Aye, Piehler – Aye, Sassi – Aye, Komorsky - Aye. **Motion Carried.**



LAGRANGE FIRE DISTRICT

504 Freedom Plains Rd • Poughkeepsie, NY 12603



PUBLIC COMMENTS:

Anthony Pignataro asked the Board about the role of Station 3 compared to the other two stations. Komorsky said that Station 3 is made up of volunteers and noted that the volunteers can take equipment from there for responses and that backup equipment is kept there. Next Pignataro asked about a piece of equipment listed in the insurance renewal and Komorsky confirmed it was one of the engines that was recently replaced and will come off of the insurance once it is out of the District's possession. Discussion followed regarding mileage on the engine versus hours of use.

EXECUTIVE SESSION:

At 6:42 pm, upon a MOTION made by McCord and SECONDED by Piehler, the Board RESOLVED to go into Executive Session to discuss two pending contracted employee agreements from the Treasurer, two personnel items from the Chief, and one item regarding contract negotiations. McCord – Aye, Piehler – Aye, Sassi – Aye, Komorsky – Aye. **Motion Carried.**

OPEN SESSION & ADJOURNMENT:

At 7:30 pm, the Board resumed Open Session.

Upon a MOTION made by McCord and SECONDED by Sassi, the Board RESOLVED to adjourn the meeting. McCord – Aye, Piehler – Aye, Sassi – Aye, Komorsky - Aye. **Motion Carried.**

Respectfully submitted,

Bria Le – District Secretary

(Approved by the Board of Fire Commissioners on 3/10/20)

VENDOR	Amount Due	PO #	Due Date	2/25/2020
A & S Ignition ✓	\$ ✓156.00	5054		Altenator for 47-72
A-1 Auto and Pool Supplies } ✓	\$ ✓141.52	9513		12V European Pass CA
A-1 Auto and Pool Supplies } ✓	\$ ✓97.08	9524		Parts & repairs for 47-2
A-1 Auto and Pool Supplies } ✓	\$ ✓14.40	9526		Shop Supplies
A-1 Auto and Pool Supplies } ✓	\$ ✓71.38	9537		Shop Supplies
ADP ✓	\$ ✓794.46	9515		ADP Fees
ADP ✓	\$ ✓350.25	9529		ADP Fees
Ameritas Life Ins. Corp of NY ✓	\$ ✓5,850.76	9536		Dental Insurance
Architectural Door & Hardware of NY ✓	\$ ✓2,573.50	9540		Sta 3 Door Repairs
Bottini Fuel } ✓	\$ ✓263.72	9508		Propane Delivery
Bottini Fuel } ✓	\$ ✓104.01	9509		Propane Delivery
Bottini Fuel } ✓	\$ ✓271.46	9528		Propane Delivery
Bottini Fuel } ✓	\$ ✓827.99	9538		Diesel Fuel Delivery
Central Hudson } ✓	\$ ✓613.52	9517		Sta 3 Electric
Central Hudson } ✓	\$ ✓835.20	9534		Electric Sta 1
Fleury Risk Management ✓	\$ ✓1,305.40	9523		Workers' Compensation adjustment
KoscoHeritage/HOP Energy ✓	\$ ✓735.27	9535		Fuel Oil Sta 3
Locality Media, Inc. ✓	\$ ✓5,981.80	9521		First Due Subscription 1 year renewal
Manpower ✓	\$ ✓724.63	9511		Office Work
Medical Warehouse } ✓	\$ ✓722.28			EMS Supplies
Medical Warehouse } ✓	\$ ✓448.53			EMS Supplies
Municipal Emergency Services } ✓	\$ ✓52.50			6 inch shield
Municipal Emergency Services } ✓	\$ ✓2,980.22			SCBA Testing
Optimum ✓	\$ ✓389.83	9510		Cable & Internet Service
Poughkeepsie Imported Cars } ✓	\$ ✓149.24	9516		Parts & Repair 47-02
Poughkeepsie Imported Cars } ✓	\$ ✓206.85	9525		Parts & repairs for 47-2
Poughkeepsie Journal ✓	\$ ✓84.44	9518		Election & Meeting Notice
Precision Automotive ✓	\$ ✓708.68	5059		Replace airbag sensor on 47.3
Premier Fire Apparatus } ✓	\$ ✓2,230.36	9512		Parts & Repair 47-55
Premier Fire Apparatus } ✓	\$ ✓1,833.87	5058		Parts & Repairs for 47-55
Redemption Mechanical Inc } ✓	\$ ✓3,735.00	9531		Boiler Repairs sta 1
Redemption Mechanical Inc } ✓	\$ ✓1,920.00	9532		Boiler Repairs sta 2
Redemption Mechanical Inc } ✓	\$ ✓27,650.00	9533		Boiler Repairs sta 3
Rhinebeck Ford ✓	\$ ✓228.61	5057		Heater hose for 47-72
Ruge's Chevrolet ✓	\$ ✓301.61	5056		Parts & repairs for 47-2
SES ✓	\$ ✓400.00	9541		Training class for S. Hatfield
Staples ✓	\$ ✓152.19	9530		Office Supplies
Staples Advantage ✓	\$ ✓541.21	9539		Toner for Sta 2 copiers
State of NY Employee Health Ins ✓	\$ ✓73,894.27	9522		Employee Health Insurance
The Workplace ✓	\$ ✓2,362.00			Members Physicals
Town of LaGrange ✓	\$ ✓56.19	9519		Water & Sewer bill
Verizon Fios ✓	\$ ✓141.98	9527		Cable & Internet services
Verizon Wireless ✓	\$ ✓28.08	9520		Apparatus & Smartphone service
TOTAL SUBMITTED	\$ 142,930.29		Date:	Commissioner Signatures:
changes listed:			2/25/2020	MMA
			2/25/2020	SCM
TOTAL APPROVED			2/25/2020	(Signature)
KEY:			2/25/2020	(Signature)
pre-paid				
Paid				



LaGrange Fire District

Insurance Summary

Policy Term: March 1, 2020 to March 1, 2021

Presented by:

Todd L. McNutt

Senior Vice President

tmcnutt@rkinsurance.com

Phone: (845) 338-6694

Fax: (845) 338-0132

January 29, 2020

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Property



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 A.M. Best Rating: A-
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 Outlook: Positive
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Loc #	Address
0	Blanket Buildings & Business Personal Property
1	504 Freedom Plains Road Poughkeepsie NY 12603
2	21 Red Oaks Mill Road (Station #3) Poughkeepsie NY 12603
3	2388 Route 82 Billings NY 12510
5	421 Manchester Road Poughkeepsie NY 12603

Loc #	Bldg #	Coverage	Coverage Description	Limit	Val	Ded	Cause of Loss	Coin %
0	0		Blanket	\$6,914,844		\$2,500	Special (Including theft)	100%
1	1	Firehouse	Building	\$2,823,950	GRC	2,500	Special (Including theft)	
1	1		Business Personal Property	\$108,243	GRC	2,500	Special (Including theft)	
1	3	Storage Shed	Building	\$5,730	GRC	2,500	Special (Including theft)	
1	3		Business Personal Property	\$10,824	GRC	2,500	Special (Including theft)	
1	4		Building	\$5,730	GRC	2,500	Special (Including theft)	
1	4		Business Personal Property	\$10,824	GRC	2,500	Special (Including theft)	
2	1	Firehouse	Building	\$1,859,913	GRC	2,500	Special (Including theft)	
2	1		Business Personal Property	\$29,568	GRC	2,500	Special (Including theft)	
3	1	Firehouse	Building	\$1,859,913	GRC	2,500	Special (Including theft)	
3	1		Business Personal Property	\$29,568	GRC	2,500	Special (Including theft)	
5	1	Storage	Business Personal Property	\$170,581	GRC	2,500	Special (Including theft)	

BUSINESS INCOME/EXTRA EXPENSE
 Actual Loss Sustained for 24 Months

LIMITED BACKUP OF SEWERS OR DRAINS
 Blanket \$250,000

Electronic Data Processing



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Coverage	*Limit
Hardware	\$100,000
Valuation type	Replacement Cost
Deductible	\$250
Software	\$100,000
Valuation Type	Replacement Cost
Deductible	\$250
Extra Expense	\$5,000
Breakdown Deductible	\$500

*Limit is per location:
 1-1: 504 Freedom Plains Road
 2-1: 21 Red Oaks Mill Road
 3-1: 2388 Route 82
 5-1: 421 Manchester Road

Equipment Floater



Insured	LaGrange Fire District, Board of Fire Commissioners of LaGrange, LaGrange Voluntary Fire Companies #1, #2 and #3, LaGrange Fire District Ladies Auxiliary
Insurer	Utica National Assurance (Admitted) A.M. Best Rating: A- Financial Size: XII (\$1 Billion to \$1.25 Billion) Outlook: Positive Action: Affirmed Effective Date: August 30, 2019
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Equipment Coverage	Limit
Accounts Receivable-\$250 deductible	\$25,000
Valuable papers-\$250 deductible	\$25,000
Signs-\$250 deductible	\$10,000
Portable & Fixed Communications Equip. - \$500 deductible	\$19,638
Misc. Emergency Equipment-Guaranteed Replacement Cost - \$500 ded.	\$2,249,101
Snow Plow – Guaranteed Replacement Cost - \$500 ded.	\$823,471
Big Boss Salt/Sand Spreader # TG5074 - \$500 ded.	\$2,731
Emergency Vehicle Physical Damage Total - \$500 ded.	\$8,305,651



Scheduled Vehicles

Year	Type	Description	Serial #	Limit
1987	Federal Cyclone Fire		1F9BBAA80H1037930	\$908,340
1991	Ford Utility Truck		1FDKF38M0MNA13772	\$234,915
1992	E One		4ENBBAA85N1009792	\$908,340
1997	E One Cyclone Pumper		4ENGAAA87V1007387	\$839,431
2000	Ford Utility truck		1FDAF57F8YEA27855	\$156,609
2001	Ford Utility Truck		1FDSF35FX1EC83495	\$234,915
2000	Pace Cargo trailer		40LFB10161P066557	\$73,607
2006	Saulsbury Rescue	Truck	4ENGAAHA8851000196	\$944,361
2009	2009 Spartan Gladiator	Pumper	4S7AV2P999C071424	\$598,251
2009	2009 Spartan Gladiator	Pumper	4S7AV2P979C071423	\$598,239
2010	Ford E450 Ambulance		1FDXE4FP9ADA15470	\$281,900
2010	Ford E450 Ambulance		1FDXE4FP9ADA15471	\$281,900
2008	International Ambulance	Durastar 4300	1HTMNAAM48H649309	\$31,835
2018	ALS Medic		1GB5KZCY5JZ296656	\$124,583
2018	Ford	Ambulance	1FDUF5HT0JEC13476	\$269,010
2019	Chevrolet	Silverado 3500	1GB4KWCY8KF167971	\$163,800
2006	Chevrolet	Tahoe	1GNEK13Z36J119591	\$47,250
2007	Ford	F350	1FTWF31P77EA00211	\$34,650
2007	Chevrolet	Suburban	3GNGK26K97G259967	\$39,900
2007	Chevrolet	Suburban	3GNGK26K27G257770	\$39,900
2013	GMC Yukon	GMC Yukon	1GKW2PEG9DR267341	\$76,650
2013	GMC Yukon	GMC Yukon	1GKW2PEG3DR267321	\$76,650
2019	E One	Pumper	4ENLAHA84K2002368	\$670,307
2019	E One	Pumper	4ENLAHA86K2002369	\$670,307



Equipment Floater Additional Interests

Item #	Interest Type	Interest Name and Address
	Loss Payee (Portable Fire Equip)	Figgie Corp 1049 Technology Park Drive Glen Allen, VA 23060

Business Automobile



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Coverage	Symbol	Limit
Liability	1	\$1,000,000
Personal Injury Protection	5	\$50,000
Additional Personal Injury Protection	5	\$100,000
Supplementary Uninsured/Underinsured Motorist	6	\$1,000,000
Hired – Non-Owned		Included

- | | | |
|--------|--|---|
| SYMBOL | (1) - ANY AUTO | (5) - ALL OWNED AUTOS WHICH REQUIRE NO-FAULT COVERAGE |
| | (2) - ALL OWNED AUTOS | (6) - OWNED AUTOS SUBJECT TO COMPULSORY U.M. LAW |
| | (3) - OWNED PRIVATE PASSENGER AUTOS | (7) - AUTOS SPECIFIED ON SCHEDULE |
| | (4) - OWNED AUTOS OTHER THAN PRIVATE PASSENGER | (8) - HIRED AUTOS |
| | | (9) - NON-OWNED AUTOS |

Vehicle Schedule



Year	Make	Model	VIN	Comp	Coll
1991	FORD	UTILITY	1FDKF38M0MNA13772	**1	**1
1987	FEDERAL	FIRE	1F9BBAA80H1037930	**1	**1
2001	FORD	UTILITY	1FDSF35FX1EC83495	**1	**1
2000	FORD	UTILITY	1FDAF57F8YEA27855	**1	**1
1997	E1 CYCLONE	II PUMPER	4ENGAAA87V1007387	**1	**1
1992	E ONE	PROP LX	4ENBBAA85N1009792	**1	**1
2009	SPARTAN	GLADIATOR	4S7AV2P979C071423	**1	**1
2009	SPARTAN	GLADIATOR	4S7AV2P999C071424	**1	**1
2007	CHEVROLET	SUBURBAN	3GNGK26K27G257770	**1	**1
2007	CHEVROLET	SUBURBAN	3GNGK26K97G259967	**1	**1
2006	SAULSBURY	RESCUE	4ENGAHA8851000196	**1	**1
2007	FORD	F350 PICKUP	1FTWF31P77EA00211	**1	**1
2000	PACE AMERICAN	TRAILER	40LFB10161P066557	**1	**1
2006	CHEVROLET	TAHOE	1GNEK13Z36J119591	**1	**1
2019	E ONE	CYCLONE	4ENLAHA86K2002369	**1	**1
2019	E ONE	CYCLONE	4ENLAHA84K2002368	**1	**1
2019	CHEVROLET	SILVERADO	1GB4KWCY8KF167971	**1	**1
2018	FORD	AMBULANCE	1FDUF5HT0JEC13476	**1	**1
2018	CHEVROLET	SILVERADO	1GB5KZCY5JZ296656	**1	**1
2008	INTERNATIONAL	AMBULANCE	1HTMNAAM48H649309	**1	**1
2013	GMC	YUKON	1GKW2PEG3DR267321	**1	**1
2013	GMC	YUKON	1GKW2PEG9DR267341	**1	**1
2010	FORD	E450	1FDXE4FP9ADA15471	**1	**1
2010	FORD	E450	1FDXE4FP9ADA15470	**1	**1

¹ Coverage is not provided within the provisions of this policy

Driver Schedule



Name	Drivers License #	State Licensed
Nate Plambeck	541153174	
Bryan Zittel	717674856	NY
Tim Sayles	380820896	NY
Dave Schroeder	584499461	NY
Robert Wells	925161595	NY
Kile Rancourt	221215613	NY
Tom Martell	240994720	NY
Mike Macak	237266344	NY
Jason Lopes	760469238	NY
Mike Patrimonio	514760510	NY
Chris Lane	694315571	NY
Joseph Kile	413749089	NY
Jeff Kaiser	918023411	NY
Greg Heneka	294508469	NY
Diann Hackett	628148016	NY
Jeff Frazier	747985400	NY
Michael Benenati	713931957	NY
Richard Bohlinger	161355681	NY
Davyd Bullock	555832692	NY
Mike Caso	981666090	NY
Christopher Cassidy	893396143	NY
Anthony Champion	280335392	NY
Steve Daly	525537255	NY
Frank Daniberg	734740198	NY
J W Dawson	147526236	NY
Paul Demilto	189574019	NY
Lee Dewittt	414390622	NY
Jason Ryan	751280186	NY
Barry Ward	136658242	NY
Cody Vetter	359544922	NY
Michael Lear	683763395	NY
Joan Siebert	456069786	NY
Holly Siebert	893479828	NY
Carl Siebert	523656617	NY
Peter Schmitz	943964298	NY

General Liability



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Insurer	Utica National Assurance (Admitted) A.M. Best Rating: A- Financial Size: XII (\$1 Billion to \$1.25 Billion) Outlook: Positive Action: Affirmed Effective Date: August 30, 2019
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Coverage	Limit
General Aggregate (other than products/completed operations) Including Bodily Injury and Property Damage	\$10,000,000
Products/Completed Operations Aggregate Including Bodily Injury and Property Damage	\$10,000,000
Personal and Advertising Injury	\$1,000,000
Bodily Injury and Property Damage Each Occurrence Including Products/Completed Operations	\$1,000,000
Fire Damage Legal Liability	\$1,000,000
Medical Expense – Any one person	\$5,000
Deductible	\$0



General Liability continued

Occurrence Based Specialty Coverages

Coverage	Limit
VFD Emergency Operations Hazardous Materials Liability	
Each Common Cause Limit	\$1,000,000
Aggregate	\$1,000,000

Claims Made Liability Coverages

Coverage	Limit
VFD Errors and Omissions Liability	
Each Loss Limit	\$1,000,000
Aggregate	\$3,000,000
Retro Date	None
Employment Related Practices Liability	
Each Loss Limit	\$1,000,000
Annual Aggregate Limit	\$1,000,000
Retention Amount Each Claim	\$5,000
Retro Date	None

Premises Schedule



Loc #	Bldg #	Address	City	State	Building Description
1	1	504 Freedom Plains Road	Poughkeepsie	NY	Firehouse station
2	1	21 Red Oaks Mill Road	Poughkeepsie	NY	Firehouse station
3	1	2388 Route 82	Billings	NY	Firehouse station
5	1	421 Manchester Road	Poughkeepsie	NY	Storage
6	1	514 Freedom Plains Road	Poughkeepsie	NY	Training location

Crime



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Coverage	Limit
Employee Theft – Blanket Per Loss	\$1,500,000
Deductible	\$0
Theft of Money & Securities	
Inside	\$25,000
Deductible	\$250
Outside	\$25,000
Deductible	\$250

Excess/Umbrella Liability



Insured LaGrange Fire District, Board of Fire Commissioners of LaGrange, LaGrange Voluntary Fire Companies #1, #2 and #3, LaGrange Fire District Ladies Auxiliary
Insurer Utica National Insurance of Ohio (Admitted)
 A.M. Best Rating: A-
 Financial Size: XII (\$1 Billion to \$1.25 Billion)
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Coverage	Limit
This policy is OCCURRENCE Based	
Each Occurrence	\$10,000,000
Aggregate	\$10,000,000
Retained Limit	\$10,000

This coverage is in excess of the following underlying coverages and limits.

Underlying Coverage	Carrier	Expiration Date	Coverage	Limit
Automobile Liability	Utica National Assurance	3/1/2020	Combined Single Limit	\$1,000,000
General Liability	Utica National Assurance	3/1/2020	Each Occurrence	\$1,000,000
			General Aggregate	\$10,000,000
VFD Errors & Omissions	Utica National Assurance	3/1/2020	occurrence	\$1,000,000
Hazardous Materials Liability	Utica National Assurance	3/1/2020	each loss	\$1,000,000
Employment Related Practices Liability	Utica National Assurance	3/1/2020	each loss	\$1,000,000

Premium Summary



Insured LaGrange Fire District et al
Policy Term March 1, 2020 to March 1, 2021

Line of Coverage	Current	Renewal
Commercial Package	*\$44,440.71	\$53,529.61
Automobile	\$18,218.00	\$17,717.00
Commercial Umbrella	\$12,622.00	\$13,047.00
Total Estimated Premium	\$75,280.71	\$84,292.61

- The above current Commercial Package premium does reflect the addition of two E-One Pumpers added effective 8/1/2019. This addition accounts for most of the increase in renewal premium.

Payment Plan: Annual Direct Billed by Utica National.

The abbreviated outline of coverage used throughout this proposal is not intended to express any legal opinion as to the nature of coverage. It is only a visual to the basic understanding of coverage. Please read your policy for specific details of coverage.

Terms & Conditions

LaGrange Fire District



Items Needed Prior to Binding:

1.	VF Supplemental application – Crime section ONLY – completed & signed
2.	Management letter & response to CPA’s Fiscal Year End Audit
2.	Signed Statement of Values
3.	Signed Proposal (page 20)
4.	Signed Flood Selection/Rejection Form (page 18)



Flood Insurance Selection / Rejection

Agency Customer ID		Date (MM/DD/YYYY)
Agency Rose & Kiernan, Inc.	Carrier	NAIC Code
Policy Number	Applicant / Named Insured(s) LaGrange Fire District	Effective Date

Important Notice

Flood insurance is available under the National Flood Insurance Program (NFIP) in thousands of communities nationwide. It provides coverage for residential and non-residential buildings and their contents, in both high risk as well as low risk areas. Historically, about one quarter of all losses under the NFIP are in low risk areas.

Flooding is the largest single cause of natural disaster loss and damage in our country. The standard homeowners, dwelling or commercial property insurance policy typically excludes or does not otherwise provide coverage for flood damage. Purchasing separate flood insurance coverage will allow covered flood losses to be adjusted in a similar manner as losses from other perils in other property policies.

The Federal Emergency Management Agency (FEMA) advises that although federal disaster relief assistance is sometimes available after a flood, such financial assistance is typically in the form of a loan and must be repaid to the Government in addition to any other outstanding loans.

To the extent that NFIP and/or alternative market flood insurance is available for the property, as your insurance representative, we strongly recommend that you purchase flood insurance.

Selection / Rejection of Flood Insurance Coverage

I understand that flood insurance coverage, either with NFIP or an alternative market, may be available for the property located at the address below. I understand that not all properties are eligible for NFIP coverage (non-participating community properties or coastal barrier resources system properties) and Loss of Income and/or Additional Living Expense coverage is not currently available from the NFIP. I select or reject coverage as indicated below.

I also understand that my selection/rejection of this coverage will apply to all future renewals, continuations and changes unless I notify you otherwise in writing.

TYPE OF COVERAGE	ACCEPT	REJECT
NFIP Building Coverage	<input type="checkbox"/>	<input type="checkbox"/>
NFIP Contents / Personal Property	<input type="checkbox"/>	<input type="checkbox"/>
Excess Building Coverage	<input type="checkbox"/>	<input type="checkbox"/>
Excess Contents / Personal Property	<input type="checkbox"/>	<input type="checkbox"/>
Alternative Market Primary Building Coverage	<input type="checkbox"/>	<input type="checkbox"/>
Alternative Market Primary Contents Coverage	<input type="checkbox"/>	<input type="checkbox"/>
Alternative Market Loss of Income or Additional Living Expense	<input type="checkbox"/>	<input type="checkbox"/>

Applicant's Signature _____ Date _____

Address of Property _____

Producer _____ Date _____

Optional Coverage Available



LaGrange Fire District

Many of the optional coverages listed are either excluded or only provided on very limited basis in most commercial insurance products. Part of our role is to help you understand your exposures and provide, at your request, alternatives to help you address exposures and manage risk.

After careful review and consideration, you may deem some risks as slight, or too unlikely to occur to warrant insuring. Insuring others may prove cost prohibitive.

Coverage	Coverage
Employee Benefits Liability	Liquor Legal Liability
Aviation/Drone Liability	Umbrella – Increased Coverage

Signature Page



Insured LaGrange Fire District et al

Policy Date March 1, 2020 to March 1, 2021

Accept and Issue (please check one)

- Premium and Coverage Terms accepted as proposed.
- Premium and Coverage Terms accepted with the following changes:

Notes:

Electronic Policy Delivery (please choose one option)

- No change to option on file
- I elect to receive **Policy documents**: Electronically (.pdf) **OR** CD **OR** Mail
- I elect to receive **Endorsements**: Electronically (.pdf) **OR** Mail

Name:

Email Address:

Optional Coverage (please check one)

- I have reviewed the optional coverage, and I am not interested at this time.
- I have reviewed the optional coverage, and I am interested in those noted below, and would like to consider them, subject to providing additional information.

Notes:

Client Name (Please Print)	Client Signature	Date
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Producer Name (Please Print)	Producer Signature	Date
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Message from John F. Murray, Jr. Chairman and CEO, Rose & Kiernan, Inc.

To our Valued Clients,

Rose & Kiernan, Inc. is committed to compensation transparency. In addition to commissions or fees fully disclosed in our commercial insurance proposals, Rose & Kiernan is eligible for “contingent commissions” from many of the insurance companies we represent.

Contingent commissions have been a standard insurance industry compensation method for over 50 years. They are designed by insurance companies to provide incentive to their agents and brokers to maintain and grow their relationship with clients that have a profitable risk profile. In general, insurance companies budget up to 2% of their written premium to provide for these incentives in lieu of an increased commission on the annual premium. This compensation is standard industry practice for many property and casualty lines of coverage including personal lines (homeowners and auto), and small and middle market business commercial lines. Most insurance companies do not provide contingent commission on insurance programs designed for large employers.

Virtually all property and casualty agents and brokers, including Rose & Kiernan, currently participate in these plans. We strongly believe and are committed that these agreements have not and will not compromise our ability to recommend the best insurance solutions for our clients. The employees of Rose & Kiernan who have the responsibility to negotiate and bind insurance coverage with the insurance companies that we represent are salaried insurance professionals; they receive no incentive compensation based on carrier relationships, including the performance of contingent commission plans.

We remain committed to the disclosure of our insurance company compensation agreements, and welcome any questions or comments from our valued clients.

As these plans may change in future years, you can take confidence in knowing that any updates in our compensation methodologies will be promptly disclosed.

Thank you for allowing us to serve your insurance needs.

A handwritten signature in black ink, appearing to read 'John F. Murray, Jr.', written in a cursive style.

John F. Murray, Jr.
Chairman and CEO



Compensation Transparency & Disclosure

Rose & Kiernan, Inc. (“R&K”) is an industry leader in the area of compensation transparency and disclosure. We believe that our clients should have a clear understanding of how we are paid for the services we provide, and we are committed to disclosing the information necessary for customers to evaluate the value we deliver for the compensation we receive.

As a professional insurance service organization, R&K’s services include facilitating the placement of insurance coverage, employee benefits, and surety bonds on behalf of our clients. In accord with general industry practice, we are compensated either through commission; in the form of a percentage of the insurance premiums charged by insurers, or by fees agreed to, in writing, with our clients.

R&K receives compensation through one or a combination of the following methods:

- **Retail Commission** – A retail commission is paid to R&K by the insurer (or wholesale broker) as a percentage of the premium charged to the insured for the policy. The amount of the commission may vary depending on number of factors, including but not limited to, the type of product sold and the provider ultimately selected by the client. Retail commission varies from transaction to transaction and commission is generally filed and approved as a component of the product’s rate.
- **Client Fees** – Some clients may prefer a fee for R&K’s services in lieu of, or as a compliment to, retail commission paid by insurance or surety companies. Fee agreements are in writing, typically pursuant to an annual service agreement which details the services to be provided by R&K, the compensation to be paid to R&K, and the terms of R&K’s engagement. The fee may be collected in whole, or in part, through the crediting of retail commissions collected by R&K for a portion of the client’s placements.
- **Contingent Commissions** – Many insurers pay contingent commissions to brokers who meet specific goals for all or some of the policies placed with the insurer during the year. Objectives may include, for example: premium volume, profitability, retention, and growth. Because the amount of contingent commission earned will typically vary depending on a variety of factors over the course of a year, the amount of contingent commission, if any, attributable to any individual policy is not known at the time of placement.
- **Supplemental Commissions** – Some insurers agree to pay supplemental commission which is based on a broker’s historic performance. Supplemental commission is generally paid in lieu of contingent commission and is typically a percentage set at the beginning of the calendar year. This percentage remains fixed for eligible policies. Unlike contingent commissions, the amount of supplemental commission is known at the time of the placement.

Other Benefits or Compensation: R&K may, from time to time, participate in insurance carrier promotional events or employee training and development provided by insurers. Sometimes, R&K may be reimbursed by insurers for its costs related to promotional marketing. R&K also earns interest income on premium accounts from the financial institutions where insurance premiums are held prior to remittance to insurers.

In most states R&K is prohibited by anti-rebating laws from altering the amount of compensation received from an insurer based in whole or in part on the sale of insurance. At all times R&K’s compensation and disclosure practices will be governed by, and compliant with, state and federal laws and regulations.

Our brokerage placement professionals are salaried employees and they operate, and are supervised in an environment that ensures our clients’ interests come first; free of conflict of interest.

R&K is committed to providing our customers a transparent disclosure of compensation for each quotation we receive from every insurer.

Compensation Disclosure



Insured LaGrange Fire District et al
 Policy Term March 1, 2020 to March 1, 2021
 Date January 29, 2020
 Compensation Method(s) Commission Fee
 Company

The commission percentage & commission dollar amounts included in the program and payable to Rose & Kiernan, Inc. are disclosed as follows:

Line of Coverage	Commission Amount	Percentage of Premium
Commercial Package	\$7,865.55	15%
Employment Practices Liability	\$107.00	10%
Automobile	\$2,646.90	15%
Commercial Umbrella	\$1,826.58	14%
Total Compensation	\$12,446.03	

Equipment and Software Maintenance Agreement

This Agreement is entered into on _____, between Salemsys.net, Incorporated (SSN) and LaGrange Fire District (LFD).

In consideration of the mutual promises contained herein, the parties agree as follows:

Terms and Conditions:

1. **Definitions.** The following definitions shall apply throughout these terms and conditions:
 - a. "SSN" refers to Salemsys.net, Incorporated, the seller.
 - b. "Customer" refers to LaGrange Fire District, the purchaser.
 - c. "Software" refers to all standard licensed computer programs operating on all computers/laptops located at Customer's site(s) installed or functionally modified by SSN prior to the execution of this agreement.
 - d. "Equipment" refers to all network and computer equipment installed or functionally modified by SSN prior to the execution of this agreement.
2. **Agreement.** The Customer agrees to purchase, and SSN agrees to provide Equipment and Software Maintenance services for all network equipment, computer equipment, and standard licensed software in accordance with the terms and conditions of this agreement.
3. **Terms.** SSN shall provide Equipment and Software Maintenance services hereunder for the Customer's Information Technology infrastructure for a period of twelve (12) months.
4. **Maintenance Services.** During the term of this agreement, SSN will provide the following maintenance services, sufficient to maintain the Equipment and Software within normal operating states and conditions:
 - a. Updates: On a regular basis, of at least once per month, SSN will evaluate and analyze updates provided by Equipment and Software manufacturers (Cisco, Dell, Microsoft, etc...). Based on the requirements set forth by these manufacturers, the updates will be installed pursuant to the installation documentation provided by the manufacturer. Maintenance windows shall occur during off-peak business hours (between 18:00 and 04:00). During this window, network services may be interrupted.
 - b. Upgrades: On a regular basis, of at least once per month, SSN will evaluate and analyze upgrades provided by Equipment and Software manufacturers (Cisco, Dell, Microsoft, etc...). Based on the requirements set forth by these manufacturers, the upgrades will be

installed pursuant to the installation documentation provided by the manufacturer. Maintenance windows shall occur during off-peak business hours (between 18:00 and 04:00). During this window, network services may be interrupted.

- c. At the discretion of SSN, any update and upgrade procedures may be carried out either at the Customer's location or by remote modem/Internet connection to the Customer's computer system. For any maintenance services, full access, both physical and/or remote, to all affected computer systems and related files, documentation, and media must be made available.
 - d. Annually, a report will be provided to the Customer's designee(s) documenting the maintenance tasks performed, findings, and time spent.
5. **Payment.** Invoices for the annual charges under this agreement shall be sent to Customer 30 days in advance and paid net within 30 days of the date on the invoice. A late charge may be assessed against Customer on invoice balances which are 30 days overdue at the rate of 1.5% per month (or the maximum rate allowed by law, whichever is lower).
6. **Items Excluded.** Equipment and Software Maintenance does NOT include the following:
- a. Issues brought on by negligent and/or intentional misuse, including but not limited to, tampering, malicious acts, viruses, and/or hacking.
 - b. Issues relating to or caused by unlicensed and/or illegal software installed with/without management's knowledge and/or written approval.
 - c. Issues that arise directly from or are proximately caused by a third party working on the system(s).
 - d. Issues that are resultant of an act/force of nature, including but not limited to power failure, surge, and/or flood.
 - e. Issues that are resultant of an electrical problems, including but not limited to surge, and/or wiring fault.
 - f. Issues that are resultant of climate control problems, including but not limited to over-heating, excessively high or low humidity, or inadequate air ventilation.
 - g. Issues with/on equipment not owned by the Customer.
 - h. Installation and/or relocation of computer systems.
7. **Limitation of Liability.** SSN makes no warranty, express or implied, with respect to its performance hereunder except as stated above. SSN will exercise reasonable efforts in working with the software vendor(s) to resolve any and all issues that arise from updates or upgrades. SSN shall have no obligations or liabilities to Customer or any other person for damages, whether direct, consequential, incidental, or punitive, whether arising out of

Equipment and Software Support Agreement

This Agreement is entered into on _____, between Salemsys.net, Incorporated and LaGrange Fire District.

In consideration of the mutual promises contained herein, the parties agree as follows:

Terms and Conditions:

1. **Definitions.** The following definitions shall apply throughout these terms and conditions:
 - a. "SSN" refers to salemsys.net, Incorporated, the seller
 - b. "Customer" refers to LaGrange Fire District, the purchaser.
 - c. "Software" refers to all standard licensed computer programs operating on all computers/laptops located at Customer's site(s).
 - d. "Equipment" refers to all network and computer equipment located at Customer's site(s).
 - e. "Immediate Support" refers to a required response within 1.5 hours from time of request.

2. **Agreement.** The Customer agrees to purchase, and SSN agrees to provide hardware and software support services for all network equipment, computer equipment, and standard licensed software in accordance with the terms and conditions of this agreement.

3. **Terms.** (Please select one)
 - SSN shall provide support services hereunder for Equipment and Software not to exceed a combined term block of **20 (twenty) total hours**. Support usage shall be debited from the term block at 15-minute intervals. The cost for this option is \$2150.00

 - SSN shall provide support services hereunder for Equipment and Software not to exceed a combined term block of **30 (thirty) total hours**. Support usage shall be debited from the term block at 15-minute intervals. The cost for this option is \$3150.00

 - SSN shall provide support services hereunder for Equipment and Software not to exceed an annual term block of **85 (eighty-five) total hours**. Each quarter (3 months) will be allocated 21.25 hours. Unused quarterly hours will be applied to the subsequent quarter. Unused hours at the end of the fourth and final quarter will be rolled into the following contract year. If a new annual Equipment and Software Support Agreement is not executed for the following year, the remaining unused hours will be forfeited. If the block of 85 total hours is exhausted before the end of the contract term, additional hours can be purchased at a discounted hourly rate of \$105.00.

Support usage shall be debited from the term block at 15-minute intervals. The cost for this option is \$8925.00 payable either annually or quarterly.

- Select this box for ANNUAL billing (\$8925.00 / year)
- Select this box for QUARTERLY billing (\$2231.25 / quarter)

SSN shall provide support services hereunder for Equipment and Software not to exceed an annual term block of **110 (one hundred ten) total hours**. Each quarter (3 months) will be allocated 27.5 hours. Unused quarterly hours will be applied to the subsequent quarter. Unused hours at the end of the fourth and final quarter will be rolled into the following contract year. If a new annual Equipment and Software Support Agreement is not executed for the following year, the remaining unused hours will be forfeited. If the block of 110 total hours is exhausted before the end of the contract term, additional hours can be purchased at a discounted hourly rate of \$100.00. Support usage shall be debited from the term block at 15-minute intervals. The cost for this option is \$11,000.00 payable either annually or quarterly.

- Select this box for ANNUAL billing (\$11,000.00 / year)
- Select this box for QUARTERLY billing (\$2750.00 / quarter)

SSN shall provide support services hereunder for Equipment and Software not to exceed an annual term block of **130 (one hundred thirty) total hours**. Each quarter (3 months) will be allocated 32.5 hours. Unused quarterly hours will be applied to the subsequent quarter. Unused hours at the end of the fourth and final quarter will be rolled into the following contract year. If a new annual Equipment and Software Support Agreement is not executed for the following year, the remaining unused hours will be forfeited. If the block of 130 total hours is exhausted before the end of the contract term, additional hours can be purchased at a discounted hourly rate of \$95.00. Support usage shall be debited from the term block at 15-minute intervals. The cost for this option is \$12,350.00 payable either annually or quarterly.

- Select this box for ANNUAL billing (\$12,350.00 / year)
- Select this box for QUARTERLY billing (\$3087.50 / quarter)

4. **Support Services.** During the term of this agreement, SSN will provide the following support services, sufficient to maintain and/or restore the Software to normal operating state and conditions:
 - a. **Corrective Support:** When so requested by an authorized representative of the Customer, SSN will render a service response

within 24 hours of receipt of a request for support. Any requests for immediate/critical support received during normal business hours of 8:30AM to 5:00PM, will be charged at the rate of 1.5 support hours per hour. Any requests for immediate/critical support received after 5:00PM and/or before 8:30AM will be billed at a rate of 2.0 support hours per hour, with a minimum charge of 2.0 hours. Any requests for immediate/critical support received on Saturday and Sunday and/or Federal and/or State Holidays and/or observed Holidays will be billed at the rate of 2.5 hours per hour.

- b.** At the discretion of SSN, any response to a request for support may be carried out either at the Customer's location or by remote modem/Internet connection to the Customer's computer system. For any support services, full access, both physical and/or remote, to all affected computer systems and related files, documentation, and media must be made available.
- 5. Payment.** Invoices for the term block under this agreement shall be sent to Customer 30 days in advance and paid net within 30 days of the date on the invoice. A late charge may be assessed against Customer on invoice balances which are 30 days overdue at the rate of 1.5% per month (or the maximum rate allowed by law, whichever is lower).
- 6. Items Excluded.** Support does NOT include the following:
 - a.** Issues brought on by negligent and/or intentional misuse, including but not limited to, tampering, malicious acts, viruses, malware, and/or hacking.
 - b.** Issues relating to or caused by unlicensed and/or illegal software installed with/without management's knowledge/approval.
 - c.** Issues that arise directly from or are proximately caused by a third party working on the system(s).
 - d.** Issues that are resultant of an act/force of nature, including but not limited to power failure, surge, and/or flood.
 - e.** Issues that are resultant of an electrical problem(s), including but not limited to surge, and/or wiring fault.
 - f.** Issues on equipment not owned by the Customer.
 - g.** Installation and/or relocation of computer systems.
- 7. Limitation of Liability.** SSN makes no warranty, express or implied, with respect to its performance hereunder except as stated above. SSN will exercise reasonable efforts in working with the equipment and software vendor(s) to resolve any and all issues that arise. SSN shall have no obligations or liabilities to Customer or any other person for damages, whether direct, consequential, incidental, or punitive, whether arising out of or relating to this agreement, the service, use of or performance of the systems, or in any other manner.

2/25/2020

A Proposed Solution

Hi Maureen and Bria,

The LaGrange Fire District is currently using a Konica Minolta bizhub C220 (22 ppm) copier, printer, and scanner with floor finisher. The C220 was purchased in September of 2010 for \$6,962. It is nine years old.

Because the C220 is nine years old, Konica Minolta is no longer supporting this model. That means toner, drums, waste containers, and parts are no longer being made.

Enclosed are lease and purchase figures on the Konica Minolta C250i which prints and copies faster, scans 300% faster, has better print quality, has a lower cost of operation than your current machine.

We at Bell Copier are proud to be your **local, authorized** Konica Minolta dealer as Konica Minolta sets the standard in the industry for reliability. Konica Minolta is the “Honda” of the copier industry. We are also proud because Bell Copier has won the Pro Tech service award fourteen times. Pro Tech is earned by only the finest service departments in the United States and is your assurance of excellent customer support after installation.

In addition, the new Konica Minolta bizhubs are covered by the “Customer One Guarantee” which states Konica Minolta will replace the machine if it has a repetitive problem.

The Konica Minolta bizhub C250i:

- Color and black and white printing at 25 pages per minute vs. 22 on your current model.
- Color and black and white copying at 25 pages per minute vs. 22 on your current model.
- Includes the optional DF714 Dual Scanner which holds 300 originals vs. 100 on your current model.
- Scans at 240 images per minute vs. 80 on your current model
- Includes the optional FK514 fax kit
- Includes the optional DK516 copier stand with storage space
- Includes the optional FS536 floor finisher with stapling.
- Includes the PK520 punch kit for 3 hole and 2 hole punching.
- Automatic duplexing (two sided copying and printing.)
- Copies and prints on letter, legal and 11 x 17 paper
- Copies and prints on 14lb bond to 140 lb index stock
- 256 GB Solid State Drive is standard
- 8 GB RAM standard (vs. 4 on your current model)
- Many levels of encryption give the highest levels of security in the industry.
- Scan formats: TIFF, PDF, compact PDF, JPEG, XPS and compact XPS
- Air print is standard

System

Financial Analysis: New York State Pricing from Konica Minolta for Political Subdivisions and Fire Districts. 12KA5400 Special Pricing:

- (1) New Konica Minolta bizhub C250i:
- DF714 Dual Scanner (scans 2 sided originals in 1 pass)
- FK514 fax kit
- DK516 printer stand
- FS536 floor finisher with corner staple, side staple and offset stacking
- PK520 does 3 hole and 2 hole punch

Option 1: Cost per Copy Lease:

Includes equipment, toner, drums, waste containers, parts, labor, service and preventative maintenance. Only paper and staples are excluded.

36,000 black and white copies/prints included per year
12,000 color copies/prints included per year
\$205.00 per month for 60 months.
Overage black and white are .01 and overage color are .05
Includes removal and disposal of old C220 copier
Includes delivery and set up of printing and scanning.

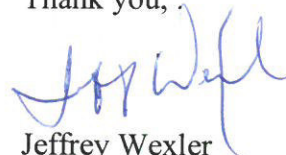
Option 2: Purchase price is \$6,308.00 (You paid \$6,962.00 for the C220, 9 years ago)

Price includes delivery, and set up of printing and scanning.
Price includes removal and disposal of old C220 copier.
Prices include full yield toners.

The annual maintenance contract for the new C250i would be much less than your current machine because it is more reliable model and also has lower running costs. The annual contract to cover 36,000 black and white and 12,000 color would be \$1,147. A savings of \$513 over your old service contract. Toner, drums, developer units, fusing units, waste containers, parts, labor and service are included. Only paper and staples are excluded from the service contract.

Please call me at 845 452 2355 x12 if you have any questions.

Thank you,



Jeffrey Wexler
President