



MINUTES
BOARD OF FIRE COMMISSIONERS
Special Meeting – Wednesday, September 21st, 2022

ATTENDEES: Chairman Marc Komorsky
Commissioner Richard Sassi (*via Teams*)
Commissioner Barry Ward
Treasurer Mark Pozniak
Commissioner George Burns (*late*)
Commissioner Anthony Pignataro
Chief Tim O'Connor
Secretary Bria Le

At 3:07 pm, Chairman Marc Komorsky welcomed everyone to the Special Meeting for Wednesday, September 21st, 2022, and called the meeting to order. He then led the Pledge of Allegiance.

NEW BUSINESS:

- Damage Waiver Agreement – Komorsky said the attorney was working on the agreement with the fire district officials.

Upon a MOTION made by Commissioner Pignataro and SECONDED by Commissioner Ward, the Board RESOLVED to accept the damage waiver (attached) as written. Pignataro – Aye, Ward – Aye, Komorsky - Aye. **Motion Carried.**

BUDGET DISCUSSION

Treasurer Mark Pozniak said he had a couple of housekeeping items then gave a quick update on the new bank account that is being creating for the EMS cost recovery revenue. Short discussion followed regarding the Medicaid application.

Next Pozniak reviewed three options for a proposed budget – one that had a property tax increase within the tax cap, one that has a 5% increase, and one that has a 6.42% increase which was projected last year in the SAFER analysis. He noted the differences were mostly in the reserve and capital accounts as the other accounts are pretty well subscribed. Commissioner Sassi asked if equipment for the projected five new hires was included in the calculations and Pozniak said there was an allowance included for that increase. Short discussion followed regarding budgeting capital expenses in the current year versus allocating the funds to reserve transfers. Komorsky asked about budgeting for the transfers related to SAFER expenses and discussion followed in regards to accounting for anticipated pension increases. Ward reviewed the vehicle replacement schedule and the building reserve fund schedule. Lengthy discussion followed about how changes to the budgeted reserve transfers affect the vehicle replacement and the building repair schedules. Sassi said that he was looking forward to the EMS cost recovery funds money coming onboard but that they can't account for a certain amount next year. Further discussion followed regarding the need to keep a tax increase within the 6.42% as calculated in the prior year's SAFER grant discussions and the building work that needs to be done. Komorsky noted that they don't have a timeframe about when the EMS cost recovery will be onboarded and short discussion followed about not being able to count on the cost recovery funds.

At 4:28 pm, Commissioner George Burns joined the meeting.

BoFC Special Meeting 9/21/22

Please note that this meeting was conducted in person at 504 Freedom Plains Road in Poughkeepsie, NY AND open for public viewing and/or listening via Microsoft Teams.



LAGRANGE FIRE DISTRICT

504 Freedom Plains Rd • Poughkeepsie, NY 12603



EXECUTIVE SESSION:

At 4:33 pm, upon a MOTION made by Pignataro and SECONDED by Burns, the Board RESOLVED to go to Executive Session to discuss one personnel item from Komorsky and one legal update from Secretary Le. Burns – Aye, Pignataro – Aye, Ward – Aye, Komorsky - Aye. **Motion Carried.**

OPEN SESSION & ADJOURNMENT:

At 4:41 pm, the Board resumed Open Session.

Upon a MOTION made by Pignataro and SECONDED by Burns, the Board RESOLVED to adjourn the meeting. Burns – Aye, Pignataro – Aye, Ward – Aye, Komorsky - Aye. **Motion Carried.**

Respectfully submitted,

Bria Le – District Secretary

Approved by the Board of Fire Commissioners on 10/11/22

BoFC Special Meeting 9/21/22

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Damage Waiver Agreement

This Damage Waiver Agreement (“Agreement”) is made and entered into between LaGrange Fire District (the “Fire District”) and _____ (“Property Owner”). The Parties agree as follows:

1. **The Fire District’s Access Rights to the Property.**

Property Owner has granted unfettered access and related rights, as set forth in this Agreement, to the Fire District for the purpose of Fire and Rescue Training (the “Training”) at Property Owner’s property located at _____. This access shall include all areas of the Property including the residential structures on site. The Training will begin on September __, 2022 and continue until _____. During this time period, the Fire District and all employees, personnel, and authorized representatives have full access rights to the Property.

2. **No Transfer of Property Rights.**

Property Owner agrees to authorize the Fire District with unfettered access rights to the Property and the residential structure on the Property for the purpose of the Training. The Parties agree that there has been no transfer of property rights from Property Owner to the Fire District and all taxes, fees, insurance and any other related property ownership responsibilities shall remain with the Property Owner.

3. **The Scope of the Training.**

The scope of the Training will be fire and rescue oriented. The Property and the residential structure on site will be damaged by tools such as saws, water, forcible entry, roof ventilation, breaking of windows, and other damage consistent with fires, rescues and forced entry. The Fire District will not burn the structure or any objects of the Property.

Damage will be made to the exterior walls, the interior walls, the floors, doors, windows, and roof, and surrounding property. The parties recognize and agree the training shall render the structure uninhabitable.

Property Owner understands and agrees to the extent of the damages the Property and the structure will incur due to the Training.

4. **Hold Harmless.**

Property Owner agrees to hold harmless the Fire District and its employees and its assigns from any and all property damages, losses, and/or claims, arising from, or in any way related to, the Training.

5. **Entire Agreement.**

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, supersedes all other and prior agreements on the same subject, whether

written or oral, and contains all of the covenants and agreements between the Parties with respect to the subject hereof.

6. **Representation on Authority of Parties/Signatories.**

Each party signing this Agreement represents and warrants that s/he is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

THE UNDERSIGNED HAVE READ, UNDERSTAND, AND ACCEPT THIS AGREEMENT, and by signing this Agreement, all Parties agree to all of the aforementioned terms, conditions, and policies.

Property Owner

LaGrange Fire District

Date

Date