



MINUTES BOARD OF FIRE COMMISSIONERS Regular Meeting – Tuesday, February 28th, 2023

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

At 6:11 pm, Chairman Marc Komorsky called the Regular Meeting to order for Tuesday, February 28th, 2023, and led the Pledge of Allegiance. He welcomed everyone to the meeting.

MINUTES: 1/24/23 Regular Meeting & 2/6/23 Regular Meeting

Upon a MOTION made by Commissioner Sassi and SECONDED by Commissioner Ward, the Board RESOLVED to approve the minutes from the 1/24/23 Regular Meeting. Pignataro – Aye, Sassi – Aye, Ward – Aye, Komorsky - Aye. **Motion Carried**. Upon a MOTION made by Ward and SECONDED by Commissioner Pignataro the Board RESOLVED to approve the minutes from the 2/6/23 Regular Meeting. Pignataro – Aye, Sassi – Abstain, Ward – Aye, Komorsky - Aye. **Motion Carried**.

CORRESPONDENCE:

- Check NYS DOH for EMT certification and Paramedic renewal \$1200.00
- Check LexisNexis for records request \$25.00
- Checks Cinnamon Tree for CPR and First Aid classes \$450.00 & \$200.00
 - Upon a MOTION made by Sassi and SECONDED by Pignataro, the Board RESOLVED to deposit the checks into the General Fund. Pignataro Aye, Sassi Aye, Ward Aye, Komorsky Aye. **Motion Carried**.

ROOM USE REQUESTS: (none)

OLD BUSINESS/UNRESOLVED ITEMS:

- **EMS Cost Recovery** Sassi said the process was still moving along. He said they are hung up on importing data from ESO to Proclaim. He said he is working with the District's attorney on a draft privacy policy and brief discussion held about the tablets from Proclaim. Work in progress.
- **Station 2 Brick Pointing** Ward said all of his items continue to be in process and they will meet with the architect and the project lead on all of the items.
- Station 1 & 3 Roof Replacement Work in progress.
- Stations 3 Storage Room Work in progress.
- Station 1 Building update Work in progress.
- Station 3 Boiler Work in progress.

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- ESO Scheduling & ESO Reporting status update Fire Chief Tim O'Connor noted that Scheduling is going well. He said that they just finished up the long term project to update the process to import CAD information into ESO. Brief discussion followed about the CAD import and about recreating Fire House reports in ESO.
- **Doors Station 1 status update** Deputy Chief Anthony Champion said that the doors did ship and they should be in around the end of this month. He said they will follow up with the vendor.
- **Mechanic's Helper Position** DC Champion said that he hasn't heard from any individuals applying for the position and the term for the posting has expired. Discussion followed about advertising on the website and social media and about other avenues that could be pursued for the position.
- **Physicals Status Update** Sassi said that they had a draft policy amendment that was worked on with the attorney and needs to be finalized before it goes back to the union.
- CME Coordinator Update Tabled for Executive Session.
- Grant Update Chief O'Connor said that the semi-annual progress report for the Safer grant has been submitted. He noted that they had to complete a Civil Rights Evaluation tool and then a discussion followed regarding potential improvements and accommodations that the District could adopt. O'Connor reviewed the work he is doing to submit the COVID grant.
- **EMS Cost Recovery** (cont.) Sassi asked to go back to EMS Cost Recovery for a moment and noted that the tablets have not been implemented yet. He said that they are just waiting on the SIM cards to be installed and for ESO support to connect them.
- **Door Security** Ward said that work hasn't been done on this yet, but it will be discussed under the financial exercise later in the meeting.
- **Diesel Tank Replacement** DC Champion reported that the new 1000 gallon diesel tank has been installed and is ready to be used and the District is back on the rotating schedule with Bottini for fuel deliveries. Komorsky said he would like to address a diesel tank issue in Executive Session.

At 6:41 pm, Commissioner Burns joined the meeting.

- CME Data Entry Position Tabled for Executive Session.
- **Ready Room Floor** Deputy Chief Champion said that the vendor requested a deposit before starting the work. Brief discussion held about the deposit. Komorsky said he is not comfortable with the need for a deposit and suggested going with the other vendor.

Upon a MOTION made by Pignataro and SECONDED by Sassi, the Board RESOLVED to go with EU TE Design LLC in Fishkill for the epoxy flooring for \$5068.80 due to the fact that Epoxy Flooring and Beyond was unable to meet the District's fiscal responsibilities. Burns – Aye, Pignataro – Aye, Sassi – Aye, Ward – Aye, Komorsky – Aye. **Motion Carried.**

Upon a MOTION made by Pignataro and SECONDED by Burns, the Board RESOLVED to rescind the prior motion for Epoxy Flooring and Beyond for \$4250 due to the fact that they could not meet the District's fiscal responsibility. Burns – Aye, Pignataro – Aye, Sassi – Aye, Ward – Aye, Komorsky – Aye. **Motion Carried.**

- Building Repairs/Repair Requests – (none)

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NEW BUSINESS:

- **HO Penn Preventative Maintenance Agreements** – Komorsky noted that the total costs for the agreements are \$1274 each year for three years totaling \$3822 for each station and he reviewed the included items (agreements attached).

Upon a MOTION made by Ward and SECONDED by Sassi, the Board RESOLVED to accept the contracts for all three firehouses. Burns – Aye, Pignataro – Aye, Sassi – Aye, Ward – Aye, Komorsky – Aye. **Motion Carried.**

- Sedgewick Road LLC – Radio Tower Lease – Komorsky read through the letter for the lease renewal (attached).

Upon a MOTION made by Pignataro and SECONDED by Burns, the Board RESOLVED to accept the new lease agreement for April 1st. Burns – Aye, Pignataro – Aye, Sassi – Aye, Ward – Nay, Komorsky – Aye. **Motion Carried**.

Ward brought up a concern that it was just a letter and not an agreement. Discussion followed regarding the need to get an updated lease instead of just a letter. Komorsky said they would go forward with the payment and DC Champion agreed to reach out to the vendor to get a more complete document.

- Station 3 Lawn Care Agreement – Komorsky reviewed the lawn care agreements from Stars and Stripes lawn care for Station 3 and the training facility across from Station 3. Discussion followed regarding the need for a fall cleanup.

Upon a MOTION made by Pignataro and SECONDED by Sassi, the Board RESOLVED to approve Stars and Stripes Lawn Care for LaGrange Fire District Station 3 for 21 Red Oaks Mill Road (contract attached). Burns – Aye, Pignataro – Aye, Sassi – Aye, Ward – Aye, Komorsky – Aye. **Motion Carried**.

Upon a MOTION made by Pignataro and SECONDED by Ward, the Board RESOLVED to approve Stars and Stripes Lawn Care for the 14 Red Oaks Mill training facility across the street from Firehouse 3 for \$100/cut on a monthly basis. Burns – Aye, Pignataro – Aye, Sassi – Aye, Ward – Aye, Komorsky – Aye. **Motion Carried**.

- **NFP Insurance Renewal** – Komorsky reported that he and Secretary Le met with Todd McNutt from NFP to review the property and casualty policies. He said they are waiting to hear back on increasing coverage for cyber and theft. Discussion followed regarding the cyber coverage.

Upon a MOTION made by Ward and SECONDED by Sassi, the Board RESOLVED to accept the LaGrange Fire District NFP Property and Casualty proposal (attached). Burns – Aye, Pignataro – Aye, Sassi – Aye, Ward – Aye, Komorsky – Aye. **Motion Carried**.

Komorsky stated for the record that the expiring premium was \$78,639.09 and the new premium is \$80,549.71.

REPORTS: (by officers present)

• Treasurer –

<u>CASH POSITION:</u> Treasurer Mark Pozniak said that the District's cash position is in good shape to get through until the property tax revenue is received in mid-March.

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<u>EXECUTIVE SESSION</u>: Pozniak said he had one personnel item and one contractual issue for Executive Session.

<u>RESERVE FUNDING</u>: Pozniak said that he and Ward have discussed funding for the various reserves. Ward reviewed budget projections for the next several years to help determine if the Board has sufficient funds to do projects that they want to do down the road. Lengthy discussion followed regarding the financial plan going forward to meet the capital investments from the Reserve funds.

• Chief –

<u>OUT OF COUNTY TRAINING</u>: Chief O'Connor said that with the promotion of Nate Herring-Trott to Lieutenant, they needed to replace him in the public education position. He said that Mike Henry was the candidate that was chosen to replace Trott. O'Connor said there is a Fire and Life Safety Educator's conference on May $5^{th} - 7^{th}$ in Montour. He said he would like to send Henry and one other person. Brief discussion held about the public educator and the conference. O'Connor said the cost is \$84 for the room and board plus a materials fee and the salary.

Upon a MOTION made by Ward and SECONDED by Pignataro, the Board RESOLVED to send two to the conference. Burns – Aye, Pignataro – Aye, Sassi – Aye, Ward – Aye, Komorsky – Aye. **Motion Carried**.

Further discussion followed regarding the public education position.

<u>MEMBERSHIP</u>: Chief O'Connor said that they received an inquiry about volunteers under the age of 18. He said he reviewed the company by-laws but noted that they are ancient and referenced minors needing to be accompanied by an adult member. He said that the District doesn't have many adult members anymore and expressed concern about career staff needing to oversee minors. Sassi asked about doing an explorer type program and Chief O'Connor said he hasn't asked the Union about it but said that type of program is a monumental task. Lengthy discussion followed regarding potential liability with being responsible for minors, the value of a junior member program, and the need to reach out to the interested party to get more information.

EXECUTIVE SESSION: O'Connor said three personnel items for Executive Session.

EMS Administrator –

<u>UPDATE</u>: Benenati said that at the next meeting he will be bringing forward a revised service agreement for the Lifepak 15s, but he doesn't have it yet from Stryker.

• Deputy Chief –

<u>DIESEL TANK:</u> DC Champion said that Optima came in and installed the new diesel tank. He said they informed him that there have been regulation changes with NYS DEC for PBC (petroleum bulk storage) and because the District has more than 1100 gallons of stored fuel, it needs to register under the program. He said that Optima is also putting together a quote for quarterly inspections and that they recommended the District set up a monthly inspection binder for visual inspections. Brief discussion followed regarding the registration.

STATION 1: Deputy Chief Champion said that the new telecommunications device was installed at Station 1 and they are working on familiarization with the new system. Brief discussion held about bringing that system to Station 2.

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DC Champion reviewed a quote from Redemption Mechanical to install a water filtration system at Station 1 identical to the one at Station 2. Brief discussion held on whether a filtration system is needed at Station 1 and the need to get an additional quote.

STATION 2: Komorsky reviewed the proposal from Redemption Mechanical on heating the Station 2 offices in the meeting room. Champion said that this was submitted because there wasn't a good estimate on the baseboards due to everything being stored against them. He said that the vendor is unable to get replacement parts but noted that should the Board go forward with the proposal, then the viable parts will be used on the other section of the wall to get more life out of the current setup.

Upon a MOTION made by Pignataro and SECONDED by Burns, the Board RESOLVED to accept the for the Miscellaneous Station 2 Offices in the Meeting Room for \$4500.00 (proposal attached). Burns – Aye, Pignataro – Aye, Sassi – Aye, Ward – Aye, Komorsky – Aye. **Motion Carried**.

DC Champion said that the framing for the offices and storage room has been completed, the electrical has been roughed in, and the HVAC will be done later in the week.

<u>RESCUE TOOLS</u>: Champion said that the District has the opportunity to purchase some demo rescue equipment from MES – an o-cutter and a ram – along with a new spreader for a total of \$29,281. He said that buying all three items new would be \$37,325. He said these would be fashioned to go on the engine at Station 1 and noted it would get tools on scene a bit faster and would help when 47-55 has to go up to Premier for repairs or preventative maintenance. Brief discussion followed regarding difficulties getting equipment through the center of town.

Upon a MOTION made by Ward and SECONDED by Sassi, the Board RESOLVED to approve the o-cutter for \$9250, the ram for \$7200, and the spreader for \$12,131, assuming that a new product warranty is associated with each of the three items. Brief discussion held about warranties for the equipment. Burns – Aye, Pignataro – Aye, Sassi – Aye, Ward – Aye, Komorsky – Aye. **Motion Carried**.

Further discussion followed about where the funds will come from in the budget.

<u>RESCUE TASK FORCE</u>: DC Champion reported that Dutchess County Department of Emergency Response has reinitiated discussion with the Rescue Task Force pertaining to Emergency Response in Terrorism/Targeted Violence Prevention through the Division of Homeland Security. He noted that more specifically this is the Active Shooter/Hostile Event response. He said the District has given the name of Lt. Rancourt to be on the committee to help identify appropriate training response within County. Brief discussion held about the life span of the District's current Rescue Task Force related equipment and whether the state or federal government could cover the cost of replacement equipment.

<u>FLEET MANAGEMENT</u>: Deputy Chief Champion reported that fleet management has been given to Lt. Martell now that he is back on group. He relayed the update from Lt. Martell on the current vehicle repairs and maintenance.

EXECUTIVE SESSION: DC Champion said he had one item for Executive Session.

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• Department –

Komorsky reported that he heard from Bob McCord who said he still wished to represent the department and that everyone was doing a great job and he wishes he was there. Brief discussion followed about how to get leadership to attend meetings every once in a while.

• Union – (no report)

ABSTRACT: \$184,410.59

Upon a MOTION made by Ward and SECONDED by Burns, the Board RESOLVED to pay the bills for the month of February as per the abstract for \$184,410.59. Burns – Aye, Pignataro – Aye, Sassi – Aye, Ward – Aye, Komorsky – Aye. **Motion Carried**.

PUBLIC COMMENTS:

At 8:22 pm, Komorsky opened the meeting to public comments. There were no public comments.

EXECUTIVE SESSION:

At 8:24 pm, upon a MOTION made by Pignataro and SECONDED by Ward, the Board RESOLVED to go into Executive Session to discuss two personnel items from Chief O'Connor, one personnel item and one contractual item from Pozniak, one structure issue item from Komorsky, one CME data entry item, the draft policy amendment, one personnel item from the Deputy Chief, one CME Coordinator update, and eleven personnel items and three contract items from Ward and Sassi. Burns – Aye, Pignataro – Aye, Sassi – Aye, Ward – Aye, Komorsky - Aye. **Motion Carried**.

OPEN SESSION & ADJOURNMENT:

At 10:59 pm the Board resumed Open Session.

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

Respectfully submitted,

Bria Le – District Secretary *Approved by the Board of Fire Commissioners on 3/28/23*

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H.O. PENN MACHINERY CO., INC. PREVENTATIVE MAINTENANCE AGREEMENT

This preventative maintenance (PM) agreement dated January 24, 2023, is being entered into by H.O. Penn Machinery Company, Inc. (hereinafter referred to as the "Vendor") and LaGrange Fire District, Account #10147, (hereinafter known as the "Owner" or "Company") for the purpose of maintaining a preventative maintenance program on the equipment listed below:

Model(s):	D60S4
Serial #(s):	N4D00570
Contact Name:	Tim O'Connor, Fire Chief
Phone:	845-452-4989
Fax:	
E-Mail Address:	Chief@lagrangefireNY.us

Physical Location of unit(s): Station 1

I. BASIC AGREEMENT

Upon acceptance of this Agreement, The Vendor will render service and/or inspection on the listed equipment as set forth in the Scope of Work Details. All inspections and preventative maintenance will be conducted during regular business hours (7:00 A.M.-3:30 P.M. Monday through Friday), unless otherwise stipulated below. The Vendor will respond to after hour calls should the Owner authorize such calls. Said calls will be billed at the published labor rates for the applicable time. It is understood that the Vendor is responsible only for the work called out in the Scope of Work Details Attachment . I. and that the Owner will pay the Vendor at prevailing rates for any parts or labor used in accomplishing additional work or repairs that may be needed.

II. SCOPE OF WORK DETAILS - Please see "Attachment I"

III. TOTAL COST OF THIS AGREEMENT: \$1,274.00 each year for 3 years totaling \$3,822.00

IV. TERMS

- 1. SPECIAL INSTRUCTIONS: Standard two (2) visits a year PM service agreement. One (1) Major PM service and one (1) Minor PM service a year.
- 2. This agreement will run for thirty-six (36) months from the anniversary date of April 1, 2023, to March 31, 2026.
- Payment will be made upon presentation of invoice at time services are completed, unless specified above under special instructions. \$828.90 for the Major service and \$445.10 for the remaining Minor service performed.
 Prices DO NOT include taxes, freight or environmental charges.
- 4. Payment is due thirty-(30) days from date of invoice. Should payment not be made in accordance with Item # 3 above, this agreement may be canceled without further notice or obligation by the Vendor, after thirty (30) day written notification.

V. LIMITATION OF LIABILITY

It is further understood that the Vendors liability is limited to the repair of work or material actually used in this Agreement for the length of the terms of the Agreement. The Vendor shall not be liable for any losses, damages, injuries, claims, demands and expenses, including, but not limited to, consequential or incidental damage, caused by war, Acts of God, Acts of terrorism, governmental regulations, strike, loss, damage, destruction, obsolescence, claims by third parties, or loss by the Owner as a result of the failure of the equipment to perform or any loss or claim not herein specified, but of a contingency nature.

VI. WARRANTIES

Vendor represents and warrants that Vendor is fully equipped, experienced and qualified to perform the Services set forth in this Agreement, and the services shall be performed in a timely and professional manner. The repairs will conform to or exceed, in all material respects, the specifications described in the Agreement, as well as the standards generally observed in the industry for like services. All materials used in the provisions of the services shall be of first quality, remanufactured or new in all respects and not used, unless new is not available, in which case, with prior Owner's approval, used or remanufactured parts will be used. Vendor further warrants that all materials, equipment, and labor supplied to Owner are and shall be free from errors, faults and defects in workmanship, construction, structural and functional design, material and operation and in conformance with the requirements of this Agreement for a period of six (6) months following the completion of the Services to Owners satisfaction. During such period Vendor, at Vendors expense, shall repair, replace or correct defective or incorrect Services performed by Vendor or its subcontractors.

VII. ADDITIONAL WORK

It is understood that, from time to time during the term of this Agreement, Owner may request Vendor to perform services or provide materials which are not set forth in the Agreement but are related to the services encompassed within the Agreement (herein "Additional Work"). Vendor hereby agrees to perform such Additional Work so long as prior to the performance of such Additional Work, Owner shall authorize in writing the scope of such Additional Work and compensation payable to Vendor for the full performance of said Additional Work. In the event Vendor shall fail to secure such a writing relating to such Additional Work, any such work thereafter performed shall be deemed a part of the Agreement and Vendor shall not be entitled to any additional compensation, therefore.

VIII. COMPLIANCE WITH SAFETY REGULATIONS

The Vendor shall provide trained personnel to perform Agreement Duties or Additional Work in compliance with OSHA General Industry Standard (29 CFR 1910). The responsibility for the implementation and enforcement of health and safety requirements for Vendor personnel lies with Vendor and its safety support staff. Vendor will provide electronic Material Safety Data Sheets (MSDS) in compliance with OSHA Hazard Communication Standards at the Owners request. Vendor shall take precautions for the safety of, and provide the necessary protection to prevent damage, injury, or loss to:

- a. Vendor personnel at the work site.
- b. materials or equipment to be provided, incorporated in, or utilized in connection with, the Agreement Duties, whether on or off the work site.
- c. the work zone in control of the Vendor.

It is the policy of H.O. Penn Machinery to provide a safe work environment for its employees by eliminating recognized hazards from the workplace. Our health and safety program assures compliance with federal, state, and local regulations with particular emphasis on the regulations that apply to our operations. Health and safety are functional responsibilities of each supervisor.

The Owner will provide a safe job site/area that is free of debris and is not a hazardous for the Vendors employees to work in, including provision of safe and OSHA compliant access to the items being serviced.

Any site-specific safety requirements or hazards at the work zone shall be communicated to the Vendor and its on-site personnel by the Owner.

SUMMARY

This document represents the final, complete, and exclusive Agreement between the Vendor and Owner, there are no promises or agreements on the part of either party hereto except as herein contained. Any amendment hereto must be in writing and signed by authorized personnel of each party. Amendment or termination of this Agreement may be made by either party within thirty- (30) days of written notice.

For H.O. Penn Machinery Company:

Debra a Squittieri

By: Debra A. Squittieri/KO

Date: January 24, 2023

Title: EPG CSA Program Manager

Engine Product Support Mgr.

For Owner: LaGrange Fire District

By: Date: Board of Fire Commissioners hairman Title: Manager approval:

Attachment I

H.O. Penn Machinery Generator Preventative Maintenance Scope of Work

Minor PM Service Visit

During a Minor PM Service Visit, our service technicians will perform the following:

Cooling System

- Visual inspection of radiator or heat exchanger for leaks, damage, and obstruction.
- Check jacket water coolant level and take coolant sample for analysis.
- Test coolant for proper antifreeze percentage.
- Check jacket water heater for proper operation and adjust thermostat setting as needed.
- Inspect condition of radiator cap, gasket and sealing surface.
- Visual inspection of water pump and cooling system gaskets for leaks.
- Check belt tension and inspect for cracking and fraying if accessibility without disassembly permits.
- Inspect pulleys for excessive wear and lubricate hub bearings as needed.
- Inspect flexible water connections for cracking, leaks, and pliability.
- Tighten hose clamps as needed.

Lubrication System

- Check oil level. Top off with oil from customer's stock.
- Check for excessive crankcase blow-by with engine running.
- Visual inspection of front and rear crankshaft seals and lubrication system gaskets for leaks.
- Inspect oil hose and connections for cracking, leaks, and pliability.
- Take crankcase oil sample and send to our S.O.S. laboratory.

Fuel System – Diesel Engine

- Inspect flexible fuel lines for cracking, leaks and pliability.
- Check day tank/base tank level and test day tank pump for proper operation.
- Operate fuel-priming pump and check for proper operation and leaks.
- Drain water from water separator.
- Check fuel system for leaks.
- Check electronic governor connections and actuator.
- Inspect steel fuel lines for cracks, leaks and proper line bracket support.

Fuel System – Gas Engine

- Check for the presence of gas leaks.
- Check spark plug ignition wires and coils.
- Check governor and actuator linkage. Adjust if needed.
- Check ignition timing.

Starting System

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- Top off electrolyte level in batteries with distilled water from customers stock if applicable.
- Check and record battery charger/alternator for proper charge rate.
- Check for proper cranking termination upon starting.
- Clean and apply corrosion inhibitor to the terminals of lead acid batteries as needed.
- Tighten battery cable connections as needed.
- Inspect and tighten starter motor, connections, and wiring.
- Check and record battery voltage dip level during overcrank test for minimum voltage required to maintain controls during start-up.

Exhaust System

- Inspect flexible exhaust coupling for cracks, excessive leakage, broken, or missing hardware.
- Inspect exterior of exhaust manifolds for oil/fuel slobbering (signs of wet stacking).
- Inspect exhaust rain protection and exhaust outlet screening.
- Drain water in exhaust moisture traps.

Air Intake System

- Inspect air filters for plugging and deterioration, clean if required.
- Check all air intake piping for damage and loose connections.
- Inspect air cleaner seal for pliability and sealing and clean if necessary.
- Inspect turbocharger for excessive endplay clearance (if accessible) and seal leakage.

Installation

- Walk around inspection of complete installation.
- Inspect generator set vibration isolators.
- Check for abnormal noise or vibration.
- Re-check for oil and coolant leaks with engine running.
- Check for proper operation of remote fan motors, thermostats, circulating pumps, and solenoid valves.
- Check inlet and discharge louvers for proper operation with engine running and stopped.

Control Panel

- Operational check of illumination and safety lamps.
- Check electronic control panels for fault codes. Clear any unnecessary codes, notify customer of any codes that need to be addressed.
- Check proper operation of engine and generator instruments with generator running.
- Adjust governor control for optimum performance and frequency.
- Adjust voltage regulator for proper voltage.
- Check for and tighten loose terminals on the generator and the generator control panel.
- Check tightness of relays in the generator control panel.
- Inspect for excessive dirt accumulation and clean as needed.
- Test auto-start system with the authorization of the plant engineer.
- Test safeties and pre-alarms on engine/generator control and annunciator panels with customer assistance.
- Check operation of automatic sync equipment with customer authorization.
- Place generator online and check operation of transfer switches. This will be done only with the consent of the building engineer or building representative.

Upon Completion of Service

- Reset all controls to automatic.
- Set circuit breaker to correct position.
- Check that fuel valves are in correct position.
- Check that battery charger is on.
- Check that day tank controls are on.
- Check that Louver controls are on.
- Check that Jacket water heater is on.

Major PM Service Visit

During a Major PM Service Visit, our service technicians will perform the Minor PM Service as well as the following:

Additional Steps

- Change engine oil and filters.
- Change primary and secondary fuel filters.
- Properly dispose of waste oil and filters.
- Lubricate fan drive if accessible.
- Lubricate governor linkage.
- Lubricate generator bearing if accessible.
- Clean or Replace inlet filter for day tank.
- Clean crankcase breather.
- Check and adjust gas pressure regulator as needed. (Gas units only)
- Check carburetor linkage and adjust as needed. (Gas units only)
- Remove spark plugs. Check, clean and adjust spark plug gap. Notify customer if spark plugs need replacing. (Gas units only)

• Add Shock & Bulk® Fuel additive to the diesel fuel tank. (Diesel engines only)

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H. O. Penn will notify the owner of any conditions requiring repair that are discovered during a PM. Any problem discovered during a PM service will be quoted separately.



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Model(s):	Generac
Serial #(s):	96A06199-S
Contact Name:	Tim O'Connor
Phone:	845-452-4989
Fax:	
E-Mail Address:	Chief@lagrangefireNY.us

Physical Location of unit(s): Station 2

I. BASIC AGREEMENT

Upon acceptance of this Agreement, The Vendor will render service and/or inspection on the listed equipment as set forth in the Scope of Work Details. All inspections and preventative maintenance will be conducted during regular business hours (7:00 A.M.-3:30 P.M. Monday through Friday), unless otherwise stipulated below. The Vendor will respond to after hour calls should the Owner authorize such calls. Said calls will be billed at the published labor rates for the applicable time. It is understood that the Vendor is responsible only for the work called out in the Scope of Work Details Attachment I. and that the Owner will pay the Vendor at prevailing rates for any parts or labor used in accomplishing additional work or repairs that may be needed.

II. SCOPE OF WORK DETAILS - Please see "Attachment I"

III. TOTAL COST OF THIS AGREEMENT: \$1,274.00 each year for 3 years totaling \$3,822.00

IV. TERMS

- 1. SPECIAL INSTRUCTIONS: Standard two (2) visits a year PM service agreement. One (1) Major PM service and one (1) Minor PM service a year.
- 2. This agreement will run for thirty-six (36) months from the anniversary date of April 1, 2023, to March 31, 2026.
- Payment will be made upon presentation of invoice at time services are completed, unless specified above under special instructions. \$828.90 for the major visit and \$445.10 for the remaining minor visit performed. Prices DO NOT include taxes, freight or environmental charges.
- 4. Payment is due thirty-(30) days from date of invoice. Should payment not be made in accordance with Item # 3 above, this agreement may be canceled without further notice or obligation by the Vendor, after thirty (30) day written notification.

V. LIMITATION OF LIABILITY

It is further understood that the Vendors liability is limited to the repair of work or material actually used in this Agreement for the length of the terms of the Agreement. The Vendor shall not be liable for any losses, damages, injuries, claims, demands and expenses, including, but not limited to, consequential or incidental damage, caused by war, Acts of God, Acts of terrorism, governmental regulations, strike, loss, damage, destruction, obsolescence, claims by third parties, or loss by the Owner as a result of the failure of the equipment to perform or any loss or claim not herein specified, but of a contingency nature.

VI. WARRANTIES

Vendor represents and warrants that Vendor is fully equipped, experienced and qualified to perform the Services set forth in this Agreement, and the services shall be performed in a timely and professional manner. The repairs will conform to or exceed, in all material respects, the specifications described in the Agreement, as well as the standards generally observed in the industry for like services. All materials used in the provisions of the services shall be of first quality, remanufactured or new in all respects and not used, unless new is not available, in which case, with prior Owner's approval, used or remanufactured parts will be used. Vendor further warrants that all materials, equipment, and labor supplied to Owner are and shall be free from errors, faults and defects in workmanship, construction, structural and functional design, material and operation and in conformance with the requirements of this Agreement for a period of six (6) months following the completion of the Services to Owners satisfaction. During such period Vendor, at Vendors expense, shall repair, replace, or correct defective or incorrect Services performed by Vendor or its subcontractors.

VII. ADDITIONAL WORK

It is understood that, from time to time during the term of this Agreement, Owner may request Vendor to perform services or provide materials which are not set forth in the Agreement but are related to the services encompassed within the Agreement (herein "Additional Work"). Vendor hereby agrees to perform such Additional Work so long as prior to the performance of such Additional Work, Owner shall authorize in writing the scope of such Additional Work and compensation payable to Vendor for the full performance of said Additional Work. In the event Vendor shall fail to secure such a writing relating to such Additional Work, any such work thereafter performed shall be deemed a part of the Agreement and Vendor shall not be entitled to any additional compensation, therefore.

VIII. COMPLIANCE WITH SAFETY REGULATIONS

The Vendor shall provide trained personnel to perform Agreement Duties or Additional Work in compliance with OSHA General Industry Standard (29 CFR 1910). The responsibility for the implementation and enforcement of health and safety requirements for Vendor personnel lies with Vendor and its safety support staff. Vendor will provide electronic Material Safety Data Sheets (MSDS) in compliance with OSHA Hazard Communication Standards at the Owners request. Vendor shall take precautions for the safety of, and provide the necessary protection to prevent damage, injury, or loss to:

- a. Vendor personnel at the work site.
- b. materials or equipment to be provided, incorporated in, or utilized in connection with, the Agreement Duties, whether on or off the work site.
- c. the work zone in control of the Vendor.

It is the policy of H.O. Penn Machinery to provide a safe work environment for its employees by eliminating recognized hazards from the workplace. Our health and safety program has been developed to assure compliance with federal, state, and local regulations with particular emphasis on the regulations that apply to our operations. Health and safety are functional responsibilities of each supervisor.

The Owner will provide a safe job site/area that is free of debris and is not a hazardous for the Vendors employees to work in, including provision of safe and OSHA compliant access to the items being serviced.

Any site-specific safety requirements or hazards at the work zone shall be communicated to the Vendor and its on-site personnel by the Owner.

SUMMARY

This document represents the final, complete, and exclusive Agreement between the Vendor and Owner, there are no promises or agreements on the part of either party hereto except as herein contained. Any amendment hereto must be in writing and signed by authorized personnel of each party. Amendment or termination of this Agreement may be made by either party within thirty- (30) days of written notice.

For H.O. Penn Machinery Company:

Debra a Squittieri

By: Debra A. Squittieri/KO

Date: January 24, 2023

Title: EPG CSA Program Manager

Engine Product Support Mgr.

For Owner: LaGrange Fire District By: Date: Board of Fire Commissioners Title: hairmain Manager approval:

Attachment I

H.O. Penn Machinery Generator Preventative Maintenance Scope of Work

Minor PM Service Visit

During a Minor PM Service Visit, our service technicians will perform the following:

Cooling System

- Visual inspection of radiator or heat exchanger for leaks, damage, and obstruction.
- Check jacket water coolant level and take coolant sample for analysis.
- Test coolant for proper antifreeze percentage.
- Check jacket water heater for proper operation and adjust thermostat setting as needed.
- Inspect condition of radiator cap, gasket and sealing surface.
- Visual inspection of water pump and cooling system gaskets for leaks.
- Check belt tension and inspect for cracking and fraying if accessibility without disassembly permits.
- Inspect pulleys for excessive wear and lubricate hub bearings as needed.
- Inspect flexible water connections for cracking, leaks, and pliability.
- Tighten hose clamps as needed.

Lubrication System

- Check oil level. Top off with oil from customer's stock.
- Check for excessive crankcase blow-by with engine running.
- Visual inspection of front and rear crankshaft seals and lubrication system gaskets for leaks.
- Inspect oil hose and connections for cracking, leaks, and pliability.
- Take crankcase oil sample and send to our S.O.S. laboratory.

Fuel System – Diesel Engine

- Inspect flexible fuel lines for cracking, leaks and pliability.
- Check day tank/base tank level and test day tank pump for proper operation.
- Operate fuel-priming pump and check for proper operation and leaks.
- Drain water from water separator.
- Check fuel system for leaks.
- Check electronic governor connections and actuator.
- Inspect steel fuel lines for cracks, leaks and proper line bracket support.

Fuel System – Gas Engine

- Check for the presence of gas leaks.
- Check spark plug ignition wires and coils.
- Check governor and actuator linkage. Adjust if needed.
- Check ignition timing.

Starting System

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- Top off electrolyte level in batteries with distilled water from customers stock if applicable.
- Check and record battery charger/alternator for proper charge rate.
- Check for proper cranking termination upon starting.
- Clean and apply corrosion inhibitor to the terminals of lead acid batteries as needed.
- Tighten battery cable connections as needed.
- Inspect and tighten starter motor, connections, and wiring.
- Check and record battery voltage dip level during overcrank test for minimum voltage required to maintain controls during start-up.

Exhaust System

- Inspect flexible exhaust coupling for cracks, excessive leakage, broken, or missing hardware.
- Inspect exterior of exhaust manifolds for oil/fuel slobbering (signs of wet stacking).
- Inspect exhaust rain protection and exhaust outlet screening.
- Drain water in exhaust moisture traps.

Air Intake System

- Inspect air filters for plugging and deterioration, clean if required.
- Check all air intake piping for damage and loose connections.
- Inspect air cleaner seal for pliability and sealing and clean if necessary.
- Inspect turbocharger for excessive endplay clearance (if accessible) and seal leakage.

Installation

- Walk around inspection of complete installation.
- Inspect generator set vibration isolators.
- Check for abnormal noise or vibration.
- Re-check for oil and coolant leaks with engine running.
- Check for proper operation of remote fan motors, thermostats, circulating pumps, and solenoid valves.
- Check inlet and discharge louvers for proper operation with engine running and stopped.

Control Panel

- Operational check of illumination and safety lamps.
- Check electronic control panels for fault codes. Clear any unnecessary codes, notify customer of any codes that need to be addressed.

- Check proper operation of engine and generator instruments with generator running.
- Adjust governor control for optimum performance and frequency.
- Adjust voltage regulator for proper voltage.
- Check for and tighten loose terminals on the generator and the generator control panel.
- Check tightness of relays in the generator control panel.
- Inspect for excessive dirt accumulation and clean as needed.
- Test auto-start system with the authorization of the plant engineer.
- Test safeties and pre-alarms on engine/generator control and annunciator panels with customer assistance.
- Check operation of automatic sync equipment with customer authorization.
- Place generator online and check operation of transfer switches. This will be done only with the consent of the building engineer or building representative.

Upon Completion of Service

- Reset all controls to automatic.
- Set circuit breaker to correct position.
- Check that fuel valves are in correct position.
- Check that battery charger is on.
- Check that day tank controls are on.
- Check that Louver controls are on.
- Check that Jacket water heater is on.

Major PM Service Visit

During a Major PM Service Visit, our service technicians will perform the Minor PM Service as well as the following:

Additional Steps

- Change engine oil and filters.
- Change primary and secondary fuel filters.
- Properly dispose of waste oil and filters.
- Lubricate fan drive if accessible.
- Lubricate governor linkage.
- Lubricate generator bearing if accessible.
- Clean or Replace inlet filter for day tank.
- Clean crankcase breather.
- Check and adjust gas pressure regulator as needed. (Gas units only)
- Check carburetor linkage and adjust as needed. (Gas units only)
- Remove spark plugs. Check, clean and adjust spark plug gap. Notify customer if spark plugs need replacing. (Gas units only)
- Add Shock & Bulk® Fuel additive to the diesel fuel tank. (Diesel engines only)

H. O. Penn will notify the owner of any conditions requiring repair that are discovered during a PM. Any problem discovered during a PM service will be quoted separately.



H.O. PENN MACHINERY CO., INC. PREVENTATIVE MAINTENANCE AGREEMENT

This preventative maintenance (PM) agreement dated January 24, 2023, is being entered into by H.O. Penn Machinery Company, Inc. (hereinafter referred to as the "Vendor") and LaGrange Fire District, Account #10147, (hereinafter known as the "Owner" or "Company") for the purpose of maintaining a preventative maintenance program on the equipment listed below:

Model(s):	D60S4
Serial #(s):	N4D00566
Contact Name:	Tim O'Connor
Phone:	845-452-4989
Fax:	
E-Mail Address:	chief@lagrangefireNY.us

Physical Location of unit(s): Station 3

I. BASIC AGREEMENT

Upon acceptance of this Agreement, The Vendor will render service and/or inspection on the listed equipment as set forth in the Scope of Work Details. All inspections and preventative maintenance will be conducted during regular business hours (7:00 A.M.-3:30 P.M. Monday through Friday), unless otherwise stipulated below. The Vendor will respond to after hour calls should the Owner authorize such calls. Said calls will be billed at the published labor rates for the applicable time. It is understood that the Vendor is responsible only for the work called out in the Scope of Work Details Attachment I. and that the Owner will pay the Vendor at prevailing rates for any parts or labor used in accomplishing additional work or repairs that may be needed.

II. SCOPE OF WORK DETAILS - Please see "Attachment I"

III. TOTAL COST OF THIS AGREEMENT: \$1,274.00 each year for 3 years totaling \$3,822.00

IV. TERMS

- 1. SPECIAL INSTRUCTIONS: Standard two (2) visits a year PM service agreement. One (1) Major PM service and one (1) Minor PM service a year.
- 2. This agreement will run for thirty-six (36) months from the anniversary date of April 1, 2023, to March 31, 2026.
- Payment will be made upon presentation of invoice at time services are completed, unless specified above under special instructions. \$828.90 for the major service and \$445.10 for the remaining Minor service performed.
 Prices DO NOT include taxes, freight or environmental charges.
- 4. Payment is due thirty-(30) days from date of invoice. Should payment not be made in accordance with Item # 3 above, this agreement may be canceled without further notice or obligation by the Vendor, after thirty (30) day written notification.

V. LIMITATION OF LIABILITY

It is further understood that the Vendors liability is limited to the repair of work or material actually used in this Agreement for the length of the terms of the Agreement. The Vendor shall not be liable for any losses, damages, injuries, claims, demands and expenses, including, but not limited to, consequential or incidental damage, caused by war, Acts of God, Acts of terrorism, governmental regulations, strike, loss, damage, destruction, obsolescence, claims by third parties, or loss by the Owner as a result of the failure of the equipment to perform or any loss or claim not herein specified, but of a contingency nature.

VI. WARRANTIES

Vendor represents and warrants that Vendor is fully equipped, experienced and qualified to perform the Services set forth in this Agreement, and the services shall be performed in a timely and professional manner. The repairs will conform to or exceed, in all material respects, the specifications described in the Agreement, as well as the standards generally observed in the industry for like services. All materials used in the provisions of the services shall be of first quality, remanufactured or new in all respects and not used, unless new is not available, in which case, with prior Owner's approval, used or remanufactured parts will be used. Vendor further warrants that all materials, equipment, and labor supplied to Owner are and shall be free from errors, faults and defects in workmanship, construction, structural and functional design, material and operation and in conformance with the requirements of this Agreement for a period of six (6) months following the completion of the Services to Owners satisfaction. During such period Vendor, at Vendors expense, shall repair, replace or correct defective or incorrect Services performed by Vendor or its subcontractors.

VII. ADDITIONAL WORK

It is understood that, from time to time during the term of this Agreement, Owner may request Vendor to perform services or provide materials which are not set forth in the Agreement but are related to the services encompassed within the Agreement (herein "Additional Work"). Vendor hereby agrees to perform such Additional Work so long as prior to the performance of such Additional Work, Owner shall authorize in writing the scope of such Additional Work and compensation payable to Vendor for the full performance of said Additional Work. In the event Vendor shall fail to secure such a writing relating to such Additional Work, any such work thereafter performed shall be deemed a part of the Agreement and Vendor shall not be entitled to any additional compensation, therefore.

VIII. COMPLIANCE WITH SAFETY REGULATIONS

The Vendor shall provide trained personnel to perform Agreement Duties or Additional Work in compliance with OSHA General Industry Standard (29 CFR 1910). The responsibility for the implementation and enforcement of health and safety requirements for Vendor personnel lies with Vendor and its safety support staff. Vendor will provide electronic Material Safety Data Sheets (MSDS) in compliance with OSHA Hazard Communication Standards at the Owners request. Vendor shall take precautions for the safety of, and provide the necessary protection to prevent damage, injury, or loss to:

- a. Vendor personnel at the work site.
- b. materials or equipment to be provided, incorporated in, or utilized in connection with, the Agreement Duties, whether on or off the work site.
- c. the work zone in control of the Vendor.

It is the policy of H.O. Penn Machinery to provide a safe work environment for its employees by eliminating recognized hazards from the workplace. Our health and safety program has been developed to assure compliance with federal, state, and local regulations with particular emphasis on the regulations that apply to our operations. Health and safety are functional responsibilities of each supervisor.

The Owner will provide a safe job site/area that is free of debris and is not a hazardous for the Vendors employees to work in, including provision of safe and OSHA compliant access to the items being serviced.

Any site-specific safety requirements or hazards at the work zone shall be communicated to the Vendor and its on-site personnel by the Owner.

SUMMARY

This document represents the final, complete, and exclusive Agreement between the Vendor and Owner, there are no promises or agreements on the part of either party hereto except as herein contained. Any amendment hereto must be in writing and signed by authorized personnel of each party. Amendment or termination of this Agreement may be made by either party within thirty- (30) days of written notice.

For H.O. Penn Machinery Company:

Debra a Squittieri

By: Debra A. Squittieri/KO

Date: January 24, 2023

Title: EPG CSA Program Manager

Engine Product Support Mgr.

For Owner/ LaGrange Fire District

Mors By: Date: Board of Fire Commissioners Chairmon. Title: Manager approval:

Attachment I

H.O. Penn Machinery Generator Preventative Maintenance Scope of Work

Minor PM Service Visit

During a Minor PM Service Visit, our service technicians will perform the following:

Cooling System

- Visual inspection of radiator or heat exchanger for leaks, damage, and obstruction.
- Check jacket water coolant level and take coolant sample for analysis.
- Test coolant for proper antifreeze percentage.
- Check jacket water heater for proper operation and adjust thermostat setting as needed.
- Inspect condition of radiator cap, gasket and sealing surface.
- Visual inspection of water pump and cooling system gaskets for leaks.
- Check belt tension and inspect for cracking and fraying if accessibility without disassembly permits.
- Inspect pulleys for excessive wear and lubricate hub bearings as needed.
- Inspect flexible water connections for cracking, leaks, and pliability.
- Tighten hose clamps as needed.

Lubrication System

- Check oil level. Top off with oil from customer's stock.
- Check for excessive crankcase blow-by with engine running.
- Visual inspection of front and rear crankshaft seals and lubrication system gaskets for leaks.
- Inspect oil hose and connections for cracking, leaks, and pliability.
- Take crankcase oil sample and send to our S.O.S. laboratory.

Fuel System – Diesel Engine

- Inspect flexible fuel lines for cracking, leaks, and pliability.
- Check day tank/base tank level and test day tank pump for proper operation.
- Operate fuel-priming pump and check for proper operation and leaks.
- Drain water from water separator.
- Check fuel system for leaks.
- Check electronic governor connections and actuator.
- Inspect steel fuel lines for cracks, leaks, and proper line bracket support.

Fuel System – Gas Engine

- Check for the presence of gas leaks.
- Check spark plug ignition wires and coils.
- Check governor and actuator linkage. Adjust if needed.
- Check ignition timing.

Starting System

- Top off electrolyte level in batteries with distilled water from customers stock if applicable.
- Check and record battery charger/alternator for proper charge rate.
- Check for proper cranking termination upon starting.
- Clean and apply corrosion inhibitor to the terminals of lead acid batteries as needed.
- Tighten battery cable connections as needed.
- Inspect and tighten starter motor, connections, and wiring.
- Check and record battery voltage dip level during overcrank test for minimum voltage required to maintain controls during start-up.

Exhaust System

- Inspect flexible exhaust coupling for cracks, excessive leakage, broken, or missing hardware.
- Inspect exterior of exhaust manifolds for oil/fuel slobbering (signs of wet stacking).
- Inspect exhaust rain protection and exhaust outlet screening.
- Drain water in exhaust moisture traps.

Air Intake System

- Inspect air filters for plugging and deterioration, clean if required.
- Check all air intake piping for damage and loose connections.
- Inspect air cleaner seal for pliability and sealing and clean if necessary.
- Inspect turbocharger for excessive endplay clearance (if accessible) and seal leakage.

Installation

- Walk around inspection of complete installation.
- Inspect generator set vibration isolators.
- Check for abnormal noise or vibration.
- Re-check for oil and coolant leaks with engine running.
- Check for proper operation of remote fan motors, thermostats, circulating pumps, and solenoid valves.
- Check inlet and discharge louvers for proper operation with engine running and stopped.

Control Panel

- Operational check of illumination and safety lamps.
- Check electronic control panels for fault codes. Clear any unnecessary codes, notify customer of any codes that need to be addressed.

- Check proper operation of engine and generator instruments with generator running.
- Adjust governor control for optimum performance and frequency.
- Adjust voltage regulator for proper voltage.
- Check for and tighten loose terminals on the generator and the generator control panel.
- Check tightness of relays in the generator control panel.
- Inspect for excessive dirt accumulation and clean as needed.
- Test auto-start system with the authorization of the plant engineer.
- Test safeties and pre-alarms on engine/generator control and annunciator panels with customer assistance.
- Check operation of automatic sync equipment with customer authorization.
- Place generator online and check operation of transfer switches. This will be done only with the consent of the building engineer or building representative.

Upon Completion of Service

- Reset all controls to automatic.
- Set circuit breaker to correct position.
- Check that fuel valves are in correct position.
- Check that battery charger is on.
- Check that day tank controls are on.
- Check that Louver controls are on.
- Check that Jacket water heater is on.

Major PM Service Visit

During a Major PM Service Visit, our service technicians will perform the Minor PM Service as well as the following:

Additional Steps

- Change engine oil and filters.
- Change primary and secondary fuel filters.
- Properly dispose of waste oil and filters.
- Lubricate fan drive if accessible.
- Lubricate governor linkage.
- Lubricate generator bearing if accessible.
- Clean or Replace inlet filter for day tank.
- Clean crankcase breather.
- Check and adjust gas pressure regulator as needed. (Gas units only)
- Check carburetor linkage and adjust as needed. (Gas units only)
- Remove spark plugs. Check, clean and adjust spark plug gap. Notify customer if spark plugs need replacing. (Gas units only)
- Add Shock & Bulk® Fuel additive to the diesel fuel tank. (Diesel engines only)

H. O. Penn will notify the owner of any conditions requiring repair that are discovered during a PM. Any problem discovered during a PM service will be quoted separately.

SEDGEWICK ROAD LLC

2 Sedgewick Road Poughkeepsie, New York 12603 (845) 452-7715

February 6, 2023

LaGrange Fire District 504 Freedom Plains Road Poughkeepsie, New York 12603

Re: Lease Agreement

Dear Sirs:

The lease extension is coming to an end on March 31, 2023. I believe that you have paid rent in full until that date. We invite you to renew for another one year term.

For the next year term, commencing April 1, 2023 and end March 31, 2024, the new monthly rent shall be \$473.00 or \$5,676.00 annually. This is less than a $2\frac{1}{2}\%$ increase which is required to keep up with the ever-increasing taxes on the property. Please adjust your records accordingly so that the correct amount will be paid on April 1, 2023.

At the beginning of 2024, we will revisit your lease terms.

We trust that this will be acceptable but feel free to contact us if there are any questions.

Thank you.

Very truly yours,

Frank Redl

Member



Chris Franzese - Owner (845) 554-2746 - Office Email: StarsNStripesLawns100@gmail.com

Commercial Lawn Care Agreement

April 2023 -- October 2023

This agreement is based on lawn care maintenance:

CUSTOMER NAME: LaGrange Fire District

Point of Contact: Chief Tim O'Conner / Secretary: Bria EMAIL: ble@lagrangefireny.us

Phone: (845) 452-4998 (non-emergency)

ADDRESS OF PROPERTIES: Sta. 3 SW, 21 Red Oaks Mill Rd, Poughkeepsie, NY 12603

BiWKLY Cuts @ Sta. 3 - \$65.00per cut Spring Clean Up @ Sta. 3 = \$350.00

Your Quoted Price is: <u>This will include a cut, ground trimming and blowing off all walkways</u>. Your monthly invoice will be emailed at the end of each month. Please contact us if you would like for these locations to be placed on the Spring Clean Up List.

- Your locations have been surveyed, and your quote is above. This price will be customized to your yard and needs. Prices are for scheduled cuts only. If due to drought, your grass is not cut, your account will be credited.
- The agreed quotes price is for the date scheduled. Please note that if you need to reschedule this date, the price may change, due to supply cost of the day.
- Estimates may vary due to hours worked, as well as prices for materials. We will inform you of any changes as soon as possible.
- Quoted prices include the following: labor cost, materials, and possible machine rentals.
- Billing/Payment: We bill monthly. The monthly invoice will be mailed/emailed at the end of the month. Payments can be cash, check mailed to <u>Stars N Stripes Lawn Care 621 Sheafe Rd, LOT 51, Poughkeepsie, NY 12601</u>, Zelle @ 845-554-2746 or Venmo @christopher-franzese-3, or paid online through our invoice.
 Yearly payments can also be arranged. Any customer with outstanding invoices will need to settle their account before any work can begin. A late payment charge of \$35.00 will be added if no attempt of payment is made.
 - Other services will be invoiced separately. 50% of the cost is expected 1 week prior to the scheduled job. The remaining balance is expected at the completion of work.
- If payment isn't received, your services will be stop and we will make every attempt to collect money owed.
- If you wish to cancel this contract, please do so in writing with a two-week notice. The owner reserves the right to cancel this contract at any time if the customer displays threatening behavior.
- Please contact us via email, text message or phone if you have any questions or concerns.

Owner – Chris Franzese Licensed & Insured



Chris Franzese - Owner (845) 554-2746 - Office Email: StarsNStripesLawns100@gmail.com

Commercial Lawn Care Agreement

April 2023 -- October 2023

This agreement is based on lawn care maintenance:

CUSTOMER NAME: LaGrange Fire District

Point of Contact: Chief Tim O'Conner / Secretary: Bria

EMAIL: ble@lagrangefireny.us

Phone: (845) 452-4998 (non-emergency)

ADDRESS OF PROPERTIES: 14 Red Oaks Mill Rd (Training Facility)

MTHLY Cuts @ 14 Red Oaks Mill - \$100.00per cut

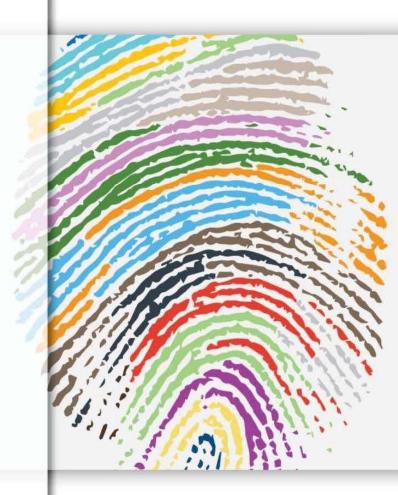
Your Quoted Price is: <u>This will include a cut, ground trimming and blowing off all walkways</u>. Your monthly invoice will be emailed at the end of each month. Please contact us if you would like for these locations to be placed on the Spring Clean Up List.

- Your locations have been surveyed, and your quote is above. This price will be customized to your yard and needs. Prices are for scheduled cuts only. If due to drought, your grass is not cut, your account will be credited.
- The agreed quotes price is for the date scheduled. Please note that if you need to reschedule this date, the price may change, due to supply cost of the day.
- Estimates may vary due to hours worked, as well as prices for materials. We will inform you of any changes as soon as possible.
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- If payment isn't received, your services will be stop and we will make every attempt to collect money owed.
- If you wish to cancel this contract, please do so in writing with a two-week notice. The owner reserves the right to cancel this contract at any time if the customer displays threatening behavior.
- Please contact us via email, text message or phone if you have any questions or concerns.

Owner – Chris Franzese Licensed & Insured

PROPERTY & CASUALTY PROPOSAL FOR

LaGrange Fire District



504 Freedom Plains Road Poughkeepsie, NY 12603

Prepared by: Todd L McNutt, MBA, CIC, AFIS

Vice President T: (845) 285-6670 E: todd.mcnutt@nfp.com



February 22, 2023

IMPORTANT INFORMATION

Please review the proposal carefully as terms and conditions may differ from your current insurance program and also differ from the insurance specifications submitted by you or your representative. The following proposal is intended to be a summary of coverages only. The actual details of coverage, as well as the general terms and conditions, cancellation provisions, and exclusions affecting such coverage, are subject to the actual policy forms. This proposal is an offering of the insurance coverage herein described. All premiums and proposed coverages are based on information provided by you at the time of quotation and are subject to adjustment.

When this proposal contains references to liability limits, note that other limits may be available. Please advise us if you would like alternate liability limits. Please note that limits may extend through excess and/or umbrella policies and this should be factored into your decision concerning the appropriate limits.

When this proposal contains references to property limits it is understood that it is the insured's responsibility to determine the replacement cost of such property and to select an appropriate limit. We can assist in helping to determine property values however the ultimate decision on limits is the insured's.

It is important that your insurance company fully understands the nature of your business. Activities other than those specifically insured may not be covered. Please contact us immediately if you need to arrange proper coverage for your new/additional business activities.

INSURANCE COMPENSATION DISCLOSURE

As an insurance broker/agent, NFP Property & Casualty Services, Inc. (NFP P&C) is licensed as an insurance broker/agent, in all fifty states. Our insurance producers are authorized by their license to confer with the insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. The role of the producer in any particular transaction typically involves one or more of these activities.

NFP P&C may receive compensation in the form of commissions of either a specific dollar amount or a percentage of premium set at the time of the purchase, renewal or servicing of a particular insurance policy; therefore, the amount of commissions we receive will depend on the policies and the insurance company you select. We may also receive contingent commissions based on the volume of business placed with the insurance company, the profitability of that business and other factors. We generally do not know if a contingent payment will be made, or the amount of any such contingent payment, at the time the insurance contract is placed with an insurance company. In addition to the compensation that NFP P&C receives, our corporate parent or affiliates may receive contingent payments from insurance companies based on factors that are not client-specific, such as the performance or size of the overall book of business produced with an insurance company. We may also participate in insurer-sponsored events such as trips, seminars, and advisory council meetings, based on the volume of business placed with the insurance company you select.

You may receive information about NFP P&C's expected compensation on the policy or policies you select and about any policies we have presented to you which you did not select by asking for the information.

Should this proposal recommend the use of surplus lines carriers, please be aware that these carriers may not be eligible for financial insolvency protection in the same manner that admitted carriers could be protected. This could lead to potentially uninsured exposure. Also, please be aware that NFP P&C is under no obligation to monitor any financing obligation of your premium or any matter related to premium billing conducted directly by any carrier(s).

159 Wolf Road, Suite 200, Albany, NY 12205 • (518) 244-4245 • NFP.com

SERVICE TEAM MEMBERS

TEAM MEMBER CONTACT INFORMATION	RESPONSIBILITIES	
TODD L MCNUTT, MBA, CIC, AFIS	ACCOUNT EXECUTIVE	
Phone: (845) 285-6670 Fax: (845) 338-0132 Email: todd.mcnutt@nfp.com	Ultimately responsible for your satisfaction with our service. Represents your firm's interest and exposures to the insurance community. Coordinates the services provided by your team members and ensures that the services are delivered in a fashion that meets or exceeds the expectation of our clients.	
DIANE L BECKER, CISR, CSRM	ACCOUNT MANAGEMENT	
Phone: (518) 244-4386 Fax: (518) 244-4262 Email: diane.becker@nfp.com	Responsible for the day-to-day administrative insurance needs. Manages the execution of your Certificates of Insurance. Oversees quality control services by verifying your policies are accurate and in accordance with binders, endorsement requests etc.	

NFP 159 Wolf Road, Suite 200, Albany, NY 12205 • (518) 244-4245 • NFP.com

NAMED INSURED

LaGrange Fire District Board of Fire Commissioners of Lagrange Fire District Lagrange Voluntary Fire Companies #1, #2 and #3 Inc.

NFP 159 Wolf Road, Suite 200, Albany, NY 12205 • (518) 244-4245 • NFP.com

LOCATION SCHEDULE

LOCATION #	BUILDING #	ADDRESS
1	1	504 Freedom Plains Road, Poughkeepsie, NY 12603 (Firehouse)
1	2	504 Freedom Plains Road, Poughkeepsie, NY 12603 (Storage)
1	3	504 Freedom Plains Road, Poughkeepsie, NY 12603 (Storage)
1	4	504 Freedom Plains Road, Poughkeepsie, NY 12603 (Storage Container)
2	1	21 Red Oaks Mill Road (Station #3), Poughkeepsie, NY 12603
3	1	2388 Route 82, Billings, NY 12510

Only the locations shown above are included in this proposal. If any locations are not shown above and should be included for coverage, please notify us immediately.

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PREMIUM SUMMARY

COVERAGE	CARRIER	EXPIRING PREMIUM	PROPOSED PREMIUM
Package:	Utica National Assurance Company		
Property		\$3,092.09	\$3,340.71
General Liability		\$3,897.00	\$3,953.00
Inland Marine		\$42,270.00	\$40,815.00
Crime		\$250.00	\$250.00
Automobile	Utica National Assurance Company	\$15,363.00	\$17,186.00
Umbrella	Republic Franklin Insurance Company	\$13,767.00	\$15,005.00
TOTAL ESTIMATED ANNUAL PREMIUM		\$78,639.09	\$80,549.71

NOTES:

- For the 3/1/23 to 3/1/24 renewal term, Building limits were increased by 8%, Contents limits increased by 7% and Vehicle values & Blanket Equipment increased by 5%, for inflationary purposes.
- During the 3/1/22 to 3/1/23 term, two new vehicles were added, 2023 Chevrolet and 2016 Chevrolet, and a 1987 EOne was deleted from both the Automobile and Inland Marine schedules.
- Please provide current Drivers Schedule to update file.
- Please complete and return the attached Supplemental Application

PAYMENT OPTIONS

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Direct Billed

Note – This is a coverage summary, not a legal contract. This summary is provided to assist in your understanding of your insurance program. Please refer to the actual policies for specific terms, conditions, limitations and exclusions that will govern in the event of a loss. Specimen copies of all policies are available for review prior to the binding of coverage.

In evaluating your exposure to loss, we have been dependent upon information provided by you. If there are other areas that need to be evaluated prior to binding of coverage, please bring these areas to our attention. Should any of your exposures change after coverage is bound, such as your beginning new operation, hiring employees in new states, buying additional property, etc., please let us know so proper coverage(s) can be discussed.

Higher limits may be available. Please contact us if you would like a quote for higher limits.

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Redemption Mechanical Inc P.O. Box 50 Lagrangeville, NY 12540 US RMI316@outlook.com

Estimate



La 50	DRESS Grange Fire District 4 Freedom Plains Rd bughkeepsie, NY 12603	
	DATE	

ESTIMATE #	DATE	
2684	02/25/2023	

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Miscellaneous Station 2 new offices in meeting room: Isolate heating zone and drain. Remove and dispose of existing baseboard heaters in area of new offices. Provide and install new high output baseboards with appropriate trim including all other necessary materials and labor. Refill and purge system.	1	4,500.00	4,500.00
	Service agreement Please note all line items reflect 10% discount on all services performed as per service agreement.	1	0.00	0.00
	Please note all materials are in stock. Current scheduling permits possible installation on 3/2/23 so as to not hold up any progress on this project as a whole. Please notify us immediately upon approval so that schedule changes can be made and materials picked up.			
	SUE	BTOTAL		4,500.00
	ТАХ			0.00
	ТОТ	AL		\$4,500.00

Accepted Date

10	LFD ABSTRACT		2/28/2023
T T	VENDOR	AMOUNT DUE	DESCRIPTION
Ē	Adams Power Equipment 🖌 🥿	248.68	Maint. Kit/ new battery installed
Ē	Adams Power Equipment	√ 298.14	Maint. Kit/ new battery installed - Lawn tractor
	Ameritas Insurance V	839.72	Dental Ins March 2023
	Bottini Fuel	√ 564.35	Diesel for Station #2
-	Bottini Fuel	√ 129.68	Propane for Station #1
-	Bottini Fuel	40.00	Master Lock
1	CardinalHealth	4,289.20	Cyanokit kt 5gm VT B12
1	Central Hudson	√ 3,054.90	Station #2 Electric charges 1/6 - 2/6
-	Central Hudson V	903.57	Station #3 Electric charges 1/13 - 2/10
5	Central Hudson	54.13	Station #3 Area lights 1/14 - 2/13
-	Cryo Weld	√ 73.07	Compressed Oxygen
3	Cryo Weld	73.07	Compressed Oxygen
4	Edward B. Murray Jr.	2,041.20	NYSA Employee Health Ins 2020 Reimbursement
5	Freihofer	99.00	Water Station #2 \$63.00, Station #1 \$36.00
-	Freihofer	72.00	Water Station # 1 \$18.00, Station #1 \$50.00
5		386.85	Cleaning Supplies
16	Grainer V	√1,045.01	Fuel Oil Station #3
37	Kosco		
38	Kosco	719.86	Fuel Oil Station #1
39	Kosco	626.53	Fuel Oil Station #1
40	Mass Mutual	√, 763.25	David O'Dell Initial Premium
41	Mass Mutual	559.75	Casey Hugham Initial Premium
.42	Mass Mutual 🗸	√ 741.25	Michael Mendez Initial Premium
43	Medical Warehouse	✓ 26.68	Dexamethasone 10 mg/1 ml
.44	Medical Warehouse	111.91	Medical Supplies
.45	Medical Warehouse	✓432.96	Medical Supplies
46	Medical Warehouse	✓334.90	Medical Supplies
.47	Medical Warehouse	J 149.70	Medical Supplies
.48	Medical Warehouse	361.10	Medical Supplies
.49	MES	141.00	Uniforms and Badges
L 50	MES	√ 259.92	Uniforms and Badges
151	MES	201.00	Uniforms and Badges
.52	MES)	√ 594.00	Survivor - without charger
.53	MES	93.75	Lifeline Rope
.54	MES /	√765.00	Uniforms and Badges
56	MES	75.00	Uniforms and Badges
57	MES	√ 533.35	Uniforms and Badges
58	MES	450.00	Uniforms and Badges
.59	MES	√ 358.97	Uniforms and Badges
60	Optima V	20,195.00	Repair Tank Station #2
61	Optimum V	√71.53	Uniforms and Badges
.62	Optimum /	151.41	Station 2 Internet 2/16 - 3/15
.63	Optimum v	335.95	Station 2 Internet 2/10-3/13
.63	Optimum V	184.24	Station 3 Internet 2/8 - 3/7
.65	Precision Automotive V	55.34	Oil Change 47-3
.65	Ringsquared Telecom LLC $$	433.22	Telephone Station #2
.67	Royal Carting	√438.78 (2.370.44	January Rubbish removal
.68	Ruge's Chevrolet	2,279.44	47-89 Front & Rear brakes and rotor, PM
.69	Ruge's Ford	183.30	Repairs on 47-71
.70	Safeguard Business Systems	175.00	Envelopes for Checks
.71	NYS Dept of Civil Service	130,674.34	February NYS employee health ins program
.72	Staples V	127.14	Office Supplies
.73	Shelterpoint Life Ins	137.37	Vision insurance March 223
.74	Stryker 🖌	617.98	Electrode Adult & Child Pads
.75	Town of LaGrange	√ 66.91	Town of LaGrange water
.76	Verizon V	√ 70.99	Internet Service 2/20 - 3/19
.77	Verizon	139.00	Cablevision & Internet 2/15 - 3/14
78	Verizon V	V 827.04	Cell phones 1/2 - 2/1
79	Verizon	28.00	Modem acct. 1/11 - 2/10
.80	Veso Life	336.83	Life insurance volunteers March
81	WEX /	/ 788.63	Fuel for ambulances - Dec 2022
.87	Salemsys.net	2,699.00	TV-65in TV, Microsoft Teams Room System
0/			

182	Paychex	360.70	Payroll Processing for the week ended 2/5/2023
183	Paychex	262.39	Payroll Processing for the week ended 2/12/2023
186	Paychex	258.61	Payroll Processing for the week ended 2/19/2023
	TOTAL PAID BILLS	\$ 881.70	
	TOTAL BILLS TO APPROVE	\$ 184,410.59	
	Changes		
	<u>Commissioner's Signatures</u>		Commissioner's Signatures
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1		\$ 184,410.59	