



MINUTES BOARD OF FIRE COMMISSIONERS Organizational and Regular Meeting - January 9, 2024 - 6:00pm

ATTENDEES: Commissioner Marc Komorsky Commissioner Richard Sassi Commissioner Robert Taft Treasurer Mark Pozniak Commissioner Barry Ward (via Teams) Commissioner Anthony Pignataro (via Teams) Deputy Chief Anthony Champion District Secretary Bria Le

At 6:01 PM, Bria Le called the Board of Fire Commissioners Regular Meeting to order for Tuesday, January 9th, 2024, and led the Pledge of Allegiance. Commissioner Pignataro's location was advertised, so he was able to vote. Commissioner Ward was away unexpectedly, so he did not vote.

ORGANIZATIONAL ITEMS:

Secretary Le stated that the new fire commissioner Robert Taft has taken his oath of office with the Town Clerk.

Secretary Le requested nominations for the position of Chairman.

Upon a MOTION made by Commissioner Sassi and SECONDED by Commissioner Pignataro, the Board RESOLVED to appoint Mark Komorsky as Chairman. Pignataro – Aye, Sassi – Aye, Taft -Aye, Komorsky - Abstained. **Motion carried.** Chairman Komorsky thanked everyone.

Chairman Komorsky stated that, on behalf of the Board of Fire Commissioners, he thanked George Burns for his efforts and all of his time served on the Board. They wish him nothing but great things in the future on his retirement from the fire district. He also stated that, on behalf of the Board of Fire Commissioners, they welcome new Commissioner Robert Taft and wish him well in his new tenure.

Upon a MOTION made by Commissioner Pignataro and SECONDED by Commissioner Taft, the Board RESOLVED to appoint Richard Sassi as Deputy Chairman. Pignataro – Aye, Sassi– Abstain, Taft - Aye, Komorsky - Aye. **Motion carried.**

Chairman Komorsky welcomed him for another year.

Appointments/Designations as read by Chairman Komorsky

- 1.1 BE IT RESOLVED that Mark Pozniak is hereby appointed Treasurer of the LaGrange Fire District with a weekly pay rate of \$534.23 for 2024.
- 1.2 BE IT RESOLVED that Bria Le is hereby appointed Secretary of the LaGrange Fire District with an hourly pay rate of \$33.65 for 2024. Said is also appointed Records Management Officer for the LaGrange Fire District. (Oath of Office to be administered at town clerk's office).
- 1.3 BE IT RESOLVED that Mike Hekle of Jackson Lewis, P.C. be designated as the attorney for the LaGrange Fire District for 2024.
- 1.4 BE IT RESOLVED that NFP Property & Casualty Svcs, Inc. *(formerly Rose & Kiernan)* be designated as the insurance agent for the LaGrange Fire District for 2024.
- 1.5 BE IT RESOLVED that the Poughkeepsie Journal be designated as the Official Newspaper of the LaGrange Fire District for placing legal advertisements, when necessary, for 2024.
- 1.6 BE IT RESOLVED that Tompkins Bank be designated as the official depository for LaGrange Fire District for 2024.

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- 1.7 BE IT RESOLVED that Mark Pozniak, Anthony Pignataro, and Richard Sassi be designated as the authorized signers on the financial accounts.
- 1.8 BE IT RESOLVED that all five commissioners –Robert Taft, Marc Komorsky, Anthony Pignataro, Richard Sassi, & Barry Ward be designated as the authorized signers on all of the Prudential, Mass Mutual, and Security Mutual life insurance policies owned by LaGrange Fire District.
- 1.9 BE IT RESOLVED that the District Treasurer prepares monthly financial reports and furnishes a copy to each commissioner at the first regular monthly meeting.
- 1.10 BE IT RESOLVED that the District Treasurer is authorized to submit the annual treasurer's report to the State Comptroller's office.
- 1.11 BE IT RESOLVED that the District Treasurer be authorized by this Board of Fire Commissioners to pay, in advance of an audit by this Board of Fire Commissioners, the telephone, electric, fuel oil, recurring salaries, and contracted health and life insurance bills as they are received, provided they appear to be in order.
- 1.12 BE IT RESOLVED that mileage will be reimbursed, when appropriate, at the current rate as determined by the Internal Revenue Service. Jan. 1, 2024, the standard mileage rate for the use of a car (also vans, pickups, or panel trucks) is: 67 cents per mile for business miles driven.
- 1.13 BE IT RESOLVED that the three Commissioners who are not signers on the checks will be the internal audit committee.
- 1.14 BE IT RESOLVED that the Fire District will maintain memberships in the following organizations: Association of Fire Districts of the State of New York (AFDSNY), Association of Fire Districts of Dutchess County, Dutchess County EMS Council, Fire Chief's Council of Dutchess County, International Association of Fire Chiefs (IAFC), National Fire Protection Association (NFPA), New York Association of Local Government Records Officers (NYALGRO) and New York State Association of Fire Chiefs (NYSAFC).
- 1.15 BE IT RESOLVED that the Fire District Policies in place in 2023 be adopted for 2024, including the Purchasing Policy, the Fixed Asset Capitalization Policy, the Investment Policy, the Fund Balance Policy, and the Indemnification Policy. *(full copies of each policy attached)*
- 1.16 BE IT RESOLVED that the Fire District Treasurer is hereby authorized within sixty days after the end of the fiscal year to submit to this Board of Fire Commissioners a copy of the annual report required by General Municipal Law Section 30, in lieu of a written statement showing his receipts and disbursements for the preceding fiscal year. This authorization shall remain in effect until rescinded by this Board of Fire Commissioners.

Upon a MOTION made by Commissioner Pignataro and SECONDED by Commissioner Sassi, the Board RESOLVED to adopt these resolutions and policies as read. Pignataro – Aye, Sassi – Aye, Taft - Aye, Komorsky – Aye. **Motion carried**.

Chairman Komorsky stated all policies were the same as the prior year except the Credit Card Policy that had changes. He read that policy for the public to hear. Treasurer Pozniak asked that Commissioner Sassi be given a card and Chairman Komorsky said yes. Commissioner Ward asked about the usage allowed to the chiefs and the mechanism. That resulted in the removal of line 9.





Credit Card Policy

Upon a MOTION made by Commissioner Pignataro and SECONDED by Commissioner Sassi, the Board RESOLVED to approve the policy including the credit card policy as attached to these minutes. Pignataro – Aye, Sassi – Aye, Taft - Aye, Komorsky - Aye. **Motion carried.**

Board of Fire Commissioners Monthly Meeting Schedule 2024 – Komorsky read the scheduled meeting dates. Upon a MOTION made by Commissioner Taft and SECONDED by Commissioner Pignataro, the Board RESOLVED to adopt the meeting schedule as attached to these minutes. Pignataro – Aye, Sassi – Aye, Taft - Aye, Komorsky - Aye. **Motion carried.**

Secretary Le stated that the Treasurer has already taken his oath of office with the Town Clerk.

Chairman Komorsky asked for a motion to appoint the Secretary.

Upon a MOTION made by Commissioner Sassi and SECONDED by Commissioner Pignataro, the Board RESOLVED to appoint Bria Le as the District Secretary. Pignataro – Aye, Sassi – Aye, Taft - Aye, Komorsky - Aye. **Motion carried.**

<u>Commissioner Committee Assignments 2024</u>– Komorsky read through the 2024 committee assignments. Upon a MOTION made by Commissioner Taft and SECONDED by Commissioner Sassi, the Board RESOLVED to accept the Commissioner Committee Assignment as attached to these minutes. Pignataro – Aye, Sassi – Aye, Taft - Aye, Komorsky - Aye. **Motion carried.**

Organizational Meeting Adjournment

At 6:20 PM, upon a MOTION made by Commissioner Pignataro and SECONDED by Commissioner Sassi, the Board RESOLVED to adjourn the re-organizational portion of the meeting. Pignataro – Aye, Sassi – Aye, Taft – Aye, Komorsky – Aye. **Motion carried.**

At this point, the organizational portion of the meeting was completed, and the regular meeting was started.

REGULAR MEETING

Chairman Komorsky welcomed everyone to the regular meeting for Tuesday, January 9th, at 6:20 PM and wished everyone a happy and healthy new year.

MINUTES: - 12/13/23 Regular Meeting & 12/15/23 Special Meeting

Chairman Komorsky stated that these minutes will have to be held over until the next meeting to be accepted due to a lack of a quorum eligible to vote.

CORRESPONDENCE: -

- Check from Ruge's Ford for a refund of a core deposit in the amount of \$32.00

Upon a MOTION made by Commissioner Pignataro and SECONDED by Commissioner Taft, the Board RESOLVED to deposit the funds into the General Fund. Pignataro – Aye, Sassi – Aye, Taft – Aye, Komorsky - aye. **Motion carried**.

- Letter from SW Phelps Volunteer Fire Company #1 recognizing Chris Cassidy as a life member. Chairman Komorsky congratulated Firefighter Cassidy on his status as a life member. He has been a very good volunteer.

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- Congressional Record honoring the First Responders of Wappingers Falls and several members of Lagrange Fire District after the gas fire in the Village of Wappingers last month. Secretary Le read the names of the Lagrange members who were present at that incident. Chairman Komorsky stated they all did a very good job and a copy of the letter should be put into all those members' files.
- CME Data Entry Letter position from Lagrange Professional Firefighters extending the position until June 2024. At that point it will have to be renegotiated.

ROOM USE REQUESTS:

- Request to use Station 3 by Anthony Champion on 1/20/24 for a birthday event from 10 AM to 6 PM. Upon a MOTION made by Commissioner Sassi and SECONDED by Commissioner
 Pignataro, the Board RESOLVED to allow Anthony Champion use of Station 3 on January 20, 2024 from 10 AM to 6 PM for a birthday event. Pignataro – Aye, Sassi – Aye, Taft – Aye, Komorsky - Aye.
 Motion Carried.
- Request to use Station 2 for a Red Cross Blood Drive on 4/26/24 (Friday), 7/18/24 (Thursday), and 10/10/24 (Thursday), all from 12 PM to 6 PM.

Upon a MOTION made by Commissioner Pignataro and SECONDED by Commissioner Sassi, the Board RESOLVED to allow the Red Cross use of Station 2 for Blood Drives on 4/26/24 (Friday), 7/18/24 (Thursday), and 10/10/24 (Thursday), all from 12 PM to 6 PM. Pignataro – Aye, Sassi – Aye, Taft – Aye, Komorsky - Aye. **Motion carried.**

Request for use of Station 2 for Herring-Trott on 2/3/24 for a birthday party from 1 PM to 4 PM.
 Upon a MOTION made by Commissioner Pignataro and SECONDED by Commissioner
 Taft, the Board RESOLVED to allow Herring-Trott use of Station 2 for a birthday event on 2/3/24
 from 1 PM to 4 PM. Pignataro – Aye, Sassi – Aye, Taft – Aye, Komorsky - Aye. Motion carried.

OLD BUSINESS/UNRESOLVED ITEMS:

- Station 1 Building Update Commissioner Ward stated the work is continuing and they're waiting for Greg Bohler to get back with them with the detailed design. He expects to have more information for the Board at the next meeting.
- Station 3 Storage Room Commissioner Ward stated this will be hold over until the Spring.
- Station 2 Brick Pointing Commissioner Ward stated this will not be done until the Spring. It is challenging finding someone who will do this work.
- Physicals status update Commissioner Sassi stated he has nothing new to report on this right now. He has to meet with Commissioner Ward and the acting chief to review how things are going with the volunteers and then get on the agenda to meet with the Union regarding the career side. That meeting is pending.
- ESO Reporting status update Deputy Chief Champion stated that this is a work in process. Commissioner Ward stated they had a contact in Roosevelt to help with this. Deputy Chief Champion stated he does have that contact information. Commissioner Ward offered to make contact if the Deputy Chief wanted him to, but Deputy Chief Champion said he will reach out.

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- Grant update Deputy Chief Champion stated there were three grants being worked on right now. The first is for FEMA with the storm response to Orange County. They are still awaiting further guidance from FEMA on this. The Treasurer has spoken to some reps at FEMA and they are still waiting for some numbers and are waiting to hear what the County is doing in regard to reimbursement as well. Deputy Chief Champion filed the initial numbers for the overtime costs and the Treasurer was supplying the benefit calculations. There are other complications that are outside of their control. They don't want to spend too much more time on this as reimbursement may be questionable. Chairman Komorsky asked when they thought they might hear something back. The Deputy Chief stated he would have to check into that. He knows they're looking for final numbers within the middle of this month and will have determination a few months after that. Chairman Komorsky asked if the Treasurer had submitted his final numbers and Mr. Pozniak said yes. He stated it is difficult because it is not Lagrange's claim. Orange County is only getting 75% back, so they may not be interested in doing the billing as they will be getting nothing out of it. Deputy Chief Champion is waiting for more information before they can move forward. They are working on a Covid Grant. Deputy Chief Champion has a meeting tomorrow with FEMA for reimbursement for the hours that were done in correlation with pulling the data for Covid. The Deputy Chief has to submit the hours and canceled pay stubs and the reasoning behind/what projects were manned and then they can be reimbursed. All of the Covid numbers are pulled together and this is a secondary grant attached to that for the administrative costs. The third grant they are working on is the SAFER Grant and he is submitting for reimbursement for that. There are a few months of last year to submit for and then they will start with this year's but it is an ongoing process. Treasurer Pozniak stated the process is pretty well down pat, but every time there's a change they have to redo all of the calculations.
- Station 2 Meeting Room Videoconferencing system Deputy Chief Champion stated they reached out to a few vendors to finish out the audio aspect of the components for the this meeting room. They did receive one. Jeff has been helping on this and they are waiting for a second one. It is a work in progress. Jeff stated they are waiting for the original vendor to come in with a modified scope. The proposal they received today was from Blue Dragon. He explained what that proposal would cover.
- Diesel Tank Accessories Deputy Chief Champion stated there was no update at this time. They did get word back from New York State DEP that their status is pending. He is unsure of the time schedule.
- HIPAA Compliance Deputy Chief Champion stated he placed some notes on the Teams file, but he does not have a formal report at this time. He can get together with a few commissioners and review this at a later date.
- Building Repairs/Repair Requests Deputy Chief Champion stated last night they had the septic pumped out at Station 2 because it was backed up. It is a 2000 gallon tank with the first stage right outside the office of the lieutenants and the second stage is across the parking lot. The first tank was pumped out. The drains were flushed with faucets running as best as they could. If it happens again they will bring in a technician to look over the system. Commissioner Ward stated he thought they were on a six month cycle with the septic company. Deputy Chief Champion stated that the individual at M &O stated they were on an annual cycle. They were here in July. He will ask them to increase it to six months. Commissioner Ward stated they should change the maintenance schedule to six months because they have had this problem before. Commissioner Pignataro asked if they needed to bring in Service Master or someone to clean up after that. Deputy Chief Champion said no, it started backing up into the mop sink and they stopped and contained it very quickly.

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NEW BUSINESS:

HVAC Systems Service – Chairman Komorsky read everything that was covered by this at each station and the work that would be done and how long the contract was for. Commissioner Ward asked about the purchasing policy in regard to bidding. Treasurer Pozniak stated they do need three written quotes, but that is the Board's policy, not the requirements of the law in regard to bidding. He stated that going with this price would be to override their policy. Chairman Komorsky stated they can override their own policy because this is the vendor that installed the system and no one knows it better. Commissioner Sassi asked about automatic renewals if the District has already gotten quotes one year. Treasurer Pozniak stated it is better to do it annually. Commissioner Ward would like to see the policy changed as opposed to overriding their own policy. Treasurer Pozniak stated in most cases it makes sense to go out for multiple prices, but this is a unique situation as this vendor has a long standing relationship with the Fire District. Commissioner Sassi recommended overriding their standing policy for tonight and maybe getting together to review the policies at a later date. Commissioner Ward stated that he is not opposed but he would like to make sure they are consistent or have acceptable reasons for overriding an existing policy. The contract price is \$20,865.00 annually and can be billed monthly or quarterly.

Upon a MOTION made by Commissioner Pignataro and SECONDED by Commissioner Taft the Board RESOLVED to approve the service agreement with Redemption Mechanical for \$20,865.00. Pignataro – Aye, Sassi – Aye, Taft – Aye, Komorsky - Aye. **Motion carried.**

Chairman Komorsky asked how the Board wanted to pay it; in whole, monthly, or quarterly. Commissioner Ward suggested paying it in whole as there is no benefit to spreading it out. The Board was in favor of this.

• Equipment & Software Support Agreement – Chairman Komorsky stated everyone had copies in their packet for review. Commissioner Ward asked Jeff if he thought they would exceed 200 hours next year and Jeff said yes because EMS Administrator Benenati would do at least five hours a week of the technical support and he is no longer here. As of today, they have six hours of support hours remaining to last until February 14. Chairman Komorsky stated he is also concerned about there being challenges with the new AV taking time from Jeff to get things set up. Jeff stated he is not doing that project. Jeff stated there are three separate proposals for required hours, 200, 230, and 250 total hours annually. If they exceed the contracted amounts each additional hour is \$92.50. Chairman Komorsky asked if they contract for 230 and only use 210, are 20 hours carried over and Jeff said yes. Jeff stated they will also be onboarding a new deputy chief and a new EMS administrator and that will take some serious hours for training. Treasurer Pozniak pointed out that the rate per hour is the same as the contracted rate and the access hours rates. The only difference is the administrative costs associated with processing additional payments. The Board were all comfortable with signing a contract for 230 hours.

Upon a MOTION made by Commissioner Pignataro and SECONDED by Commissioner Sassi the Board RESOLVED to approve the Equipment & Software Support Agreement for 230 hours as presented with any additional access hours being at a discounted rate of \$92.50 per hour. Pignataro – Aye, Sassi – Aye, Taft – Aye, Komorsky - Aye. **Motion carried**.

• Equipment & Software Maintenance Agreement – Chairman Komorsky stated the cost for this agreement is \$3,950.00 for a 12 month term and it is basically the same as the prior year.

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Upon a MOTION made by Commissioner Pignataro and SECONDED by Commissioner Taft, the Board RESOLVED to accept the Equipment & Software Maintenance Agreement for \$3,950.00. Pignataro – Aye, Sassi – Aye, Taft – Aye, Komorsky - Aye. **Motion Carried.**

<u>REPORTS:</u> by officers present

• Treasurer Pozniak

Treasurer Pozniak stated that at the last meeting there was a brief discussion about the 2% funds. The calculations are done, and the checks have been cut. There are two that require second signatures. The union will get the lion's share of that. The amounts for all three checks are listed on the spreadsheet. Treasure Pozniak stated for the 10 years prior to 2023 he had always submitted a monthly financial report and bank statements. In 2023 that did not always happen for a variety of reasons. The plan for 2024 is to get back on schedule with the monthly reports and statements.

• Deputy Chief Anthony Champion

Deputy Chief Champion stated that he should have put in for in County and out of County training for tonight's meeting and it was skipped in error.

- **Out of County training** - there is a Confined Space Rescue Technician class in Albany at the Training Center sometime between February 26 to March 27 from 0900 hrs. to 5 PM. There are two interested individuals that are requesting approval for this. They are Tyler Edgar and Jacob Rand and they would need a vehicle. It is unknown at this point if they will need shift coverage. Commissioner Pignataro asked if there was a cost associated with this and Deputy Chief Champion stated he did not believe so. Commissioner Sassi stated he would like to see roundabout numbers as to what classes will cost in regard to labor and the remaining budget amount. He does not need an exact amount, but he would like to see something. Commissioner Ward stated the overtime rate is in their Teams spreadsheet. There was some discussion regarding how to come up with an adequate figure for this and the value of having these numbers and how to track them. Treasurer Pozniak will work on getting something for this in place, but it may not be until next year.

> Upon a MOTION made by Commissioner Taft and SECONDED by Commissioner Sassi, the Board RESOLVED to allow Firefighter Tyler Edgar and Firefighter Jacob Rand to attend a Confined Space Rescue Technician class in Albany sometime between February and March. Pignataro – Aye, Sassi– Aye, Taft – Aye, Komorsky – Aye. **Motion carried**.

Deputy Chief Champion stated Tyler Edgar is requesting permission to attend a searching class in Westchester. It is the Searching: The Offense and Defense class on February 22, 2024, from 1800 hrs. to 2100 hrs. There is no coverage needed for backfilling as it is his day off so the cost is just his overtime to attend the class and the travel. Deputy Chief Champion stated he does anticipate one other person being interested in attending this class as well. He would like approval for two members to attend.

Upon a MOTION made by Commissioner Sassi and SECONDED by Commissioner Taft, the Board RESOLVED to allow Firefighter Edgar and one other to attend the Searching: The Offense and Defense class on February 22, 2024 from 1800 hrs. to 2100 hrs. Pignataro – Aye, Sassi– Aye, Taft – Aye, Komorsky – Aye. **Motion carried.**

Deputy Chief Champion stated he would like approval for four members to attend FDIC. As of the 21st of last month the cost for each person was \$8,547.80, which covers hotel, airfare, and

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conference registration. That cost was preholiday pricing, and he is unsure if the cost has gone up since then.

Upon a MOTION made by Commissioner Pignataro and SECONDED by Commissioner Sassi, the Board RESOLVED to allow up to four members to attend FDIC on April 16-20, 2024. Pignataro – Aye, Sassi– Aye, Taft – Aye, Komorsky – Aye. **Motion carried**.

Deputy Chief Champion stated the ESO Wave was attended by Chief O'Connor last year. This year the deputy chief is looking for approval for 2 to 3 people to attend. Preholiday pricing was \$3016.00 per person in Texas. That includes a hotel in the Marriott, where the conference is being held for \$1,700.00, conference registration at \$1,099.00. He would like to go but understands the cost so he is unsure how many they will approve. It is April 2 through April 4.

Upon a MOTION made by Commissioner Pignataro and SECONDED by Chairman Komorsky, the Board RESOLVED to up to three people to attend the ESO Wave in Texas on April 2 at a cost of \$3016 per person. Pignataro – Aye, Sassi– Aye, Taft – Aye, Komorsky – Aye. **Motion carried**.

Deputy Chief Champion stated that since the retirement of the EMS administrator, he and Lieutenant Merritt have been working to cover any changes to the state for the EMS Bureau. They have updated them this week and he is now listed as the Interim Chief EMS Officer and the contact administratively. He will be meeting with Dr. Murphy tomorrow afternoon to get her signature on some forms including to add him as a narcotics agent. He is in the process of trying to locate individuals at the hospitals and inform them of the change for the Ryan White Officer and they have to notify them as soon as those changes come through for the narcotics agents and the contacts.

Safety Committee – Deputy Chief Champion is still waiting for the official writeup from the committee regarding the backing up incidents. The verbal recommendations and prices are being looked into for presentation to this Board later. Fresh lines are being painted at the fire houses. They are also changing the colors at Station 3 and adding metal edge protecting so it does not match the color of the backup line. They're looking at working with the training lieutenant to address these changes as well. He discussed some of their plans for this.

Deputy Chief Champion said he had the written recommendations for the incident involving 47-89 being struck on the Taconic. Nothing is signed in that folder, but he has reviewed it, and everything is acceptable. He will also get copies to the secretary for filing. The incident regarding the patient being jostled on the stretcher has been rectified with training and remediation and training and has been updated as well. As soon as he gets the official writeup on the backing incident for 47-13 at Station 3, he will include that as well.

Vehicles – During the mechanics employment here, he has been using his personal reader for diagnosing apparatus. He has found one for a cost of \$2895 which will better diagnose all of the apparatus, both diesel and gas. That will allow him to make determinations as to whether something can be fixed in-house or has to be sent out. A lot of the issues tend to be fluid levels which is something he can address. With this reader, he would be able to better diagnose that. Chairman Komorsky stated that is within the Chief's purview to purchase. The Chief will be getting it as he feels it will be beneficial and better than the mechanic using his personal equipment.

Deputy Chief Champion said that there has been a request to get a cover and a type of rack for 47-97. When they respond to calls in inclement weather, it is difficult to keep anything dry in the

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bed of the pickup truck. The mechanic did research it and found a cover that is also within the limits of Chief's procurement allotment for \$2299 for a bed cover. It hinges and works with the inbed diesel tank that is there. There is also a separate rack that would attach to this cover for another \$4000, which the Chief will also approve.

Deputy Chief Champion is also working with a locksmith to get the replacement of specific locks that were overlooked and he hopes to have a price to bring to the Board for the next meeting. Chairman Komorsky stated Commissioner Taft will need to get his ID and key fob.

- **Executive Session** Deputy Chief Champion has four personnel and two contractual issues for executive session.
- **Department** Chairman Komorsky the stated he spoke to Bob McCord, and he wishes everyone a happy and healthy new year. He said he misses everyone, can't wait to come back and see everyone, and that it was 68° where he is while it was snowing here.
- **Union** President Rancourt stated that the Union board did not change from 2024. They did have their reorg meeting and the only thing that was brought up was the camera policy. They do understand that the commissioners would like to get the inside cameras up and working and that the Union would have the policy done before that happens. They are willing to sit down and talk with the Commissioners whenever they are ready. Commissioner Sassi stated they could meet with him and Commissioner Ward because they have the contract language.

ABSTRACT: \$266,448.63

Upon a MOTION made by Commissioner Sassi and SECONDED by Commissioner Pignataro, the Board RESOLVED to pay the bills for the Month of December as per the abstract for \$266,448.63. Pignataro – Aye, Sassi – Aye, Taft– Aye, Komorsky – Aye. **Motion carried.**

PUBLIC COMMENTS:

At 7:45 PM, Chairman Komorsky opened the meeting to public comments. Ron Schultz stated he has been reading the past meeting minutes to get caught up to what is going on. He said he would like a better understanding of a Station 3 outside fire from April and asked when and where it happened and how. Chairman Komorsky stated it started by an incoming line from an air conditioning compressor the line was frayed and caught fire. He said it was on March 9th that it didn't do any building damage, just damage to the compressor. Commissioner Ward stated it was covered by insurance. Mr. Schultz asked about some gutter damage and a spot mirror with the damage. Chairman Komorsky stated the gutter damage was done by the oil delivery vehicle and was also covered under insurance and he did not recall any issue with a mirror. Mr. Schultz also asked about a camera that wasn't working and Chairman Komorsky stated that was a camera that the company members had put up years ago and has not been working in a very long time. It has been replaced with district cameras at a cost of approximately \$350. Mr. Schultz also asked about a comment that was in the minutes regarding routine burning in the back of the building. Chairman Komorsky stated that it was food that was burnt and brought outside. Commissioner Pignataro stated that Station 3 is not manned 24/7, so there is not a way to see what is going on 24/7. There was more discussion about the burning at Station 3. Mr. Schultz asked when meetings would be available to be re-watched online. Secretary Le stated it is a work in progress. Mr. Schultz asked about the backing issue at Station 3 and Deputy Chief Champion explained the incident to him. Mr. Schultz also asked if anyone had looked at the water stains at the station on Route 55 that he mentioned last month.

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Commissioner Ward stated that will be addressed during the pointing project on the exterior of the building to address proper drainage.

EXECUTIVE SESSION:

At 8:06 PM, upon a MOTION made by Commissioner Sassi and SECONDED by Commissioner Pignataro, the Board RESOLVED to go into Executive Session to discuss three personnel items from Chairman Komorsky, four personnel and two contractual items from Deputy Chief Champion, one personnel item from the Treasurer, one contractual and one DC HR item from Commissioner Ward, and one personnel and one attorney issue from Commissioner Sassi. Pignataro – Aye, Sassi – Aye, Taft– Aye, Komorsky – Aye. **Motion carried.**

OPEN SESSION:

At 10:08 PM the Board resumed Open Session.

Upon a MOTION made by Commissioner Taft and SECONDED by Commissioner Pignataro, the Board RESOLVED to increase the pay rates of the mechanic and the bookkeeper by 2% each. Pignataro – Aye, Sassi – Aye, Taft– Aye, Komorsky – Aye. **Motion carried.**

Upon a MOTION made by Commissioner Sassi and SECONDED by Commissioner Pignataro, the Board RESOLVED to create a Recognition Committee consisting of Commissioner Ward, Commissioner Pignataro, and Commissioner Komorsky. Pignataro – Aye, Sassi – Aye, Taft– Aye, Komorsky – Aye. **Motion carried**.

Chairman Komorsky stated a special meeting will be scheduled for January 16th to discuss personnel issues. There will also be a special meeting on the 19th to discuss personnel issues. They will be advertised appropriately.

PREPARE 1/23/24 MEETING AGENDA: Secretary Le will prepare this.

ADJOURNMENT:

At 10:11 PM, upon a MOTION made by Commissioner Pignataro and SECONDED by Commissioner Sassi, the Board RESOLVED to adjourn the meeting. Pignataro – Aye, Sassi – Aye, Taft – Aye, Komorsky – Aye. **Motion carried.**

Respectfully submitted by Julie Beyer on behalf of Bria Le – District Secretary *Approved by the Board of Fire Commissioners on 1/23/24*

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Purchasing Policy

Policy Statement

The District has adopted these internal policies and procedures governing all procurements of goods and services. All such purchases using the funds or credit of the District shall be pursuant to this policy.

Goals of Purchasing Policy

The goals of the District in its purchasing policy are to:

- (1) Assure the prudent and economical use of public moneys in the best interest of the taxpayers of the District
- (2) To facilitate the acquisition of goods and services of maximum quality at the lowest possible cost under the circumstances; and
- (3) To guard against favoritism, improvidence, extravagance, fraud, and corruption.

Purchasing Bid / Quote requirements

When bidding is not required by statute, and whenever feasible, the District shall obtain alternative proposals or quotations for goods and services by use of written request for proposals, written quotations, verbal quotations or any other method of procurement which furthers the purposes of this policy.

Should a sufficient number of qualified vendors or suppliers be available, the following shall serve as a minimum number of quotations necessary for any purchase or public works contract.

Estimated amount of Purchase Contract	Pre-Purchase Requirement	Authorized Purchaser
\$0 - \$1000 (Vehicle and Building Repair related) None	Lieutenants*
\$0 - \$4,999.99	None	Chief, DC, & EMS Admin
\$5,000.00 - \$19,999.99	2 written quotations	BOFC
\$20,000 and Greater	Competitive Bid	BOFC
Estimated amount of Public Works Contract**	Pre-Purchase Requirement	Authorized Purchaser
\$0 - \$9,999.99	None	Chief, EMS Admin
\$10,000.00 - \$19,999.99	2 written quotations	BOFC
\$20,000.00 - \$34,999.99	3 written quotations	BOFC
\$35,000 and Greater	Competitive Bid	BOFC

Note; In the absence of an authorized purchaser contact the BOFC Chairman

Initially adopted by the BoFC on 3/22/16

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- ***Lieutenant PO authorization and "Piggybacking" clause approved by BoFC on 1/10/23

The District may determine, on a case by case basis or for certain types of procurements generally, that the solicitation of alternative proposals or quotations will not be in the best interest of the District.

Authorized Purchase Order Signer

Authorized Purchase Order Signers can sign PO's based on authorization from an Authorized Purchaser. Authorized signers on Purchase Orders shall be the District Secretary, District Book Keeper, District Fire Chief, Deputy Fire Chief, EMS administrator, and Fire Lieutenants***.

Bidding

General Municipal Law 104-a(2)(a) requires that the District prescribe a procedure for determining whether a procurement of goods and services is subject to competitive bidding and documenting the basis for any determinations that competitive bidding is not required by law. In accordance with that requirement, the District has implemented the following policy as guidance.

Instances when Bidding is Required

Bidding shall be required for all contracts for public work involving an expenditure of more than thirtyfive thousand dollars (\$35,000) and all purchase contracts involving an expenditure of more than twenty thousand dollars (\$20,000). The contract shall be awarded to the lowest responsible bidder, who meets the bid specifications. The District shall determine what defines "responsible" for purposes of this requirement.

Awarding Bids to other then the lowest Bidder

A contract for public works is defined as including an agreement for the erection, construction, reconstruction or alteration of building or lands.

In those cases where bids have been awarded to other than the lowest bidder (as opposed to lowest responsible bidder), even in those cases where informal bids have been accepted, the District shall document the justification and documentation for such choice, setting forth the reasons such an award furthers the goals of this policy.

In certain limited instances, the District may, in its sole discretion, determine that alternative proposals or quotations will not be in the best interest of the District. The commissioners will make such determinations in the rare instances that such need arises.

The unintentional failure to fully comply with the provisions of this section shall not be grounds to void action taken or give rise to a cause of action against the Fire District or any commissioner, officer, volunteer or employee thereof.

Aggregate Purchases/Items of Similar Nature

Separate purchases of the same or similar item purchased in a reasonable short time or in a single fiscal year that would exceed \$20,000 shall be considered a single purchase for determining whether bidding is required.

Initially adopted by the BoFC on 3/22/16

- *Lieutenant purchasing authorization approved by the BoFC on 11/24/20.
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Items of a similar nature should be grouped together for purposes of determining whether bidding is required.

Yearly Service Contracts

A service contract that will likely exceed thirty-five thousand (\$35,000) dollars must be bid.

Service Contracts vs. Purchase Contracts and Professional Service Agreements

The District recognizes the importance of determining whether a contract qualifies as one for the purchase of services or goods, as the purchase of services has a higher monetary threshold to mandate bidding. Additionally, certain professional services might not require bidding at all.

A contract involving both a purchase and professional services may qualify under the professional services exception if two criteria are met: (1) the professional services component of the contract is the primary or predominant part of the acquisition; and (2) there is an inextricable integration of the professional services and the physical components. This means that a contract will only be deemed to constitute professional services when the biddable component of the contract cannot be separated from the professional services. The "total character" of the agreement must be examined to ascertain its essential character or focus.

In the event that a purchase involves both a service and the purchase of goods, the District will determine whether the contract is one for public works or for the purchase of goods and use the appropriate limit to determine whether bidding is required.

A contract is mainly one for public works when the services provided constitute a predominant portion of the contract as to render the equipment purchase merely incidental to the provision of the technical services.

When Bidding is Not Required

- (1) If there is only one "sole" source for the item;
 - Purchases made on State Contract / NYS Office of General services do not require bidding.
 - In this instance, the District shall document the unique benefit of the item as compared to others and its advantage to any similar item in the market.
 - Whether a particular contract involves a true sole source situation is a question of fact and municipal officials should be prepared to factually verify that the goods or services sought may only be obtained from a single source.
- (2) If the item is a "true lease".
 - A true lease has no nominal fee buyout provision. A true residual value may be permitted for a buyout.
 - The title must always be with the leasing company, not the District.
- (3) Insurance is not subject to bidding under New York State law. However, the District shall make all reasonable attempts to obtain bids for general insurance coverage once every three years.
- (4) Surplus and second-hand supplies, material or equipment may be purchased without competitive bidding from the federal government, the state of New York or from any other

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political subdivision, District or public benefit corporation. Not that a fire company is not considered a municipality.

- (5) Emergency purchases. In case of a public emergency arising out of an accident or other unforeseen occurrence or condition whereby circumstances affecting public buildings, public property or the life, health, safety or property of the inhabitants of the District, require immediate action which cannot await competitive bidding, contracts for public work or the purchase of supplies, material or equipment may be dispensed with for such purchase.
- (6) "Piggybacking". As an alternative to soliciting competition or through cooperative purchasing arrangements, the District may "piggyback" on contracts that have been extended to local governments and school districts by certain other governments. Use of these contract constitutes an exception to the competitive bidding and offering requirements of the law.***

Examples of Services Not Required To Be Bid

Professional services which involve the application of specialized expertise, the use of professional judgment, or a high degree of creativity in the performance of the contract are not required to be bid. Professional service contracts often involve a relationship of personal trust and confidence.

Therefore, the following are professional services:

- Attorneys
- Accountants for other than an audit
- Physicals performed by physicians
- Computer programmers
- Information Technology Services
- Architects
- Printing:

Contracts which only incidentally involve printing, such as the purchase of forms, envelopes or letterheads containing the municipality's name, address and other related matter, are considered purchase contracts for goods. Where the printing is not incidental, however, but represents the major portion of the work and costs, such as in printing of briefs and records on appeal, such services fall into the category of professional services.

Alternative proposals or quotations for goods and services shall be secured by use of written request for proposals, written quotations, verbal quotations or any other method of procurement which furthers the purposes of this section.

Advertising for Bids

Advertisement for bids shall be published in the official newspaper or newspapers for the District chosen for notice of meetings and elections at the organizational meeting in January.

The advertisement shall contain a statement of the time when and place where all bids shall be received.

All bid solicitations shall state that it will not permit electronic bid submission.

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The District will designate an officer to open the bids at the time and place specified in the notice. Such officer shall make a record of such bids including the name of the bidder, the date received, and any other information deemed necessary for each bid.

All bids received shall be publicly opened and read at the time and place specified in the notice.

At least five days shall elapse between the first publication of such advertisement and the date so specified for the opening and reading of bids.

Bidding Process

All bidders shall provide an appropriate bid bond.

All bids shall be sealed until the time when all bids shall be opened together.

In any case where a responsible bidder's gross price is reducible by an allowance for the value of used machinery, equipment, apparatus, or tools to be traded in by a political subdivision, the gross price shall be reduced by the amount of such allowance, for the purpose of determining the low bid.

In cases where two or more responsible bidders furnishing the required security submit identical bids as to price, the District may award the bid to any of such bidders.

The District may reject all bids and re-advertise for new bids if necessary.

Electronic Bid Submission

Although permitted by law, the District shall not permit electronic bid submission.

Developing Specifications

Whenever possible, practical, and feasible and consistent with open competitive bidding, the District may use the stock item specifications of manufacturers, producers and/or assemblers located in New York State in developing specifications for items to be let for bid in its purchasing contracts and may use the data and information contained in stock item specifications forms to assist in his determination of what constitutes a stock item of a manufacturer, producer and/or assembler located in New York State for the purpose of helping to retain jobs, business, and industry presently in the state of New York and attracting expanded and new business and industry to the state of New York so as to best promote the public interest.

Prohibition on Certain Bidders and Vendors

No vendor or seller of goods or services, and no person, firm, partnership or corporation of which such vendor is a member, director or officer, who has refused to:

(1) Testify in front of a grand jury, head of a state department, temporary state commission or other state agency, the organized crime task force in the department of law, head of a city department, or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the state, any political subdivision thereof, a public authority or with any public department, agency or official of the state or of any political subdivision thereof or of a public authority.

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- (2) To sign a waiver of immunity against subsequent criminal prosecution or
- (3) To answer any relevant question concerning such transaction or contract,

Shall be qualified to sell or submit bids to or receive an award from or enter into any contract with the District, for goods, work or services, for a period of five years after such refusal or until a disqualification shall be removed.

Any and all contracts made with the District or official thereof, by such person, and by any firm, partnership, or corporation of which he is a member, partner, director, or officer may be cancelled or terminated by the District without incurring any penalty or damages on account of such cancellation or termination. Any monies owing by the District for goods delivered or work done prior to the cancellation or termination shall be paid.

Statement of Non-Collusion Required

All contracts for work and services shall contain a statement of non-collusion in bids and proposals to the District

Security Bonds

Whenever a security bond is posted by a successful bidder for the faithful performance of a District project, for which state aid is approved, the name and address of the bonding company or person issuing the security bond, the number of such bond, and such other information as may be required by the state department or agency responsible for supervising the aid program regarding the project, shall be transmitted to such department or agency, where it shall be reviewed to determine its authenticity prior to award of such contract. The original of such bond shall remain in the office of the District. Upon request of such department or agency, the superintendent of insurance shall render such assistance as is necessary to determine the authenticity of the security bond.

Bid Mistakes

Where a unilateral error or mistake is discovered in a bid, such bid may be withdrawn after a showing of the following:

- (1) The mistake is known or made known to the District prior to the awarding of the contract or within three (3) days after the opening of the bid, whichever period is shorter; and
- (2) The price of the bid was based on an error of such magnitude that enforcement would be unconscionable; and
- (3) The bid was submitted in good faith and the bidder submits credible evidence that the mistake was a clerical error as opposed to a judgment error; and
- (4) The error in the bid is actually due to an unintentional and substantial arithmetic error or an unintentional omission of a substantial quantity of work, labor, material, goods or services made directly in the compilation of the bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of the original work paper, document, or materials used in the preparation of the bid sought to be withdrawn; and
- (5) It is possible to place the District in status quo ante.

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The sole remedy for a bid mistake in accordance with this section shall be withdrawal of that bid and the return of the bid bond or other security, if any, to the bidder. Thereafter, the District may, in its discretion, award the contract to the next lowest responsible bidder or re-bid the contract. Any amendment to or reformation of a bid or a contract to rectify such an error or mistake therein is strictly prohibited.

Recycled Goods

When purchasing products, the District may, wherever recycled products meet contract specifications and the price of such products is reasonable competitive, purchase such products.

"Recycled product" shall mean any product which is manufactured from secondary materials, as defined in subdivision one of section two hundred sixty-one of the economic development law, and which meets the requirements of subdivision two of section 27-0717 of the environmental conservation law and regulations promulgated pursuant thereto.

"Reasonably competitive" shall mean that the cost of the recycled product does not exceed a cost premium of ten percent above the cost of a comparable product that is not recycled product or, if at least fifty percent of the secondary materials utilized in the manufacture of that product are generated from the waste stream in New York State, the cost of the recycled product does not exceed a cost premium of fifteen percent above the cost of a comparable product that is not a recycled product.

Whenever such officer, board or agency shall purchase or cause the purchase of printing on recycled paper pursuant to this section, he or she shall require the printed material to contain the official state recycling emblem if such paper has been approved by the department of environmental conservation as satisfying the requirements of such statue and regulations, or, if such paper has not been so approved, require the printed material to include a printed statement which indicates the percentages of preconsumer and post-consumer recycled material content of such paper.

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^{*}Lieutenant purchasing authorization approved by the BoFC on 11/24/20.





FIXED ASSET CAPITALIZATION POLICY

The LaGrange Fire District will regard its assets (including buildings, land or rights to land, and certain equipment, vehicles and furnishings) as fixed assets and shall regard those assets as capitalized, when all of the following criteria are met:

- (1) The Asset, when purchased, built or leased, shall have a useful life of one year or more.
- (2) The cost of the Asset (including installation) is \$20,000 or more. Multiple identical Assets whose individual cost is less than \$20,000 but the aggregate total of all identical Assets is \$20,000 or more are capitalized, as if they are a single Asset.
- (3) The cost of repairing or renovating the Asset is \$20,000 or more and prolongs the life of the Asset.

The Fire District shall establish an inventory of its Fixed Capitalized Assets. The inventory will include a brief description of the Asset (or group of Assets), the location of the Asset, its original estimated useful life, its remaining estimated useful life, its current condition, and its estimated replacement value.

The Fire District will regard software programs as fixed Assets, subject to the required criteria in this capitalization policy, and will amortize the cost of the Asset over an estimated useful life of three (3) years. Costs associated with software maintenance and customer support are considered expenditures which will not be capitalized.

Other Considerations:

- (1) IMPROVEMENTS are expenditures for additions, alterations and renovations that appreciably prolong the life of the Asset, materially increase its value or adapt it to a different use. The cost of Improvements made to an Asset shall be capitalized.
- (2) REPAIR is an expenditure that keeps the property in ordinary efficient operating condition. The cost of the repair does not add to the value or prolong the life of the Asset. All repair expenditures are charged to the appropriate department and fund and shall not be capitalized.



LA GRANGE FIRE DISTRICT

504 Freedom Plains Rd • Poughkeepsie, NY 12603 Tel (845) 471-4693 • Fax (845) 452-3349



Investment Policy

BE IT RESOLVED that the LaGrange Board of Fire Commissioners of the LaGrange Fire District designates the Tompkins Mahopac Bank as the official depository of all Fire District funds and funds to be invested, pursuant to New York State Law, or any other local commercial bank offering the best interest rates.

District Funds shall be invested in certificates of deposits, treasury bills, money markets, and/or repurchase agreements when necessary and prudent, as to provide the appropriate liquidity of funds to meet operating requirements and these funds shall be FDIC insured and collateralized in compliance with Section 10 of the General Municipal Law.

The depository bank shall provide written custodial agreements and written security agreements, which will comply with General Municipal Law. This investment policy shall be reviewed annually at the re-organizational meeting of the LaGrange Board of Fire Commissioners and at any other time deemed necessary by the Board.

The designees assigned for investment management are the Board of Fire Commissioners and the District Treasurer.



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Fund Balance Policy Developed for GASB 54

Purpose

The LaGrange Fire District Board of Fire Commissioners recognizes that the maintenance of a fund balance is essential to the preservation of the financial integrity of the District and is fiscally advantageous for both the District and the taxpayer. This policy establishes goals and provides guidance concerning the desired level of fund balance maintained by the District to mitigate financial risk that can occur from unforeseen revenue fluctuations, unanticipated expenditures, and similar circumstances.

Definitions

Fund balance is a measurement of available financial resources and is the difference between total assets and total liabilities in each fund.

GASB Statement 54 distinguishes fund balance classified based on the relative strength of the constraints that control the purposes for which specified amounts can be spent. Beginning with the most restrictive constraints, fund balance amounts will be reported in the following categories:

- Nonspendable fund balance amounts that are not in a spendable form (e.g., inventory) or are legally or contractually required to be maintained intact (e.g., permanent fund principal).
- Restricted fund balance amounts that can be spent only for the specific purposes stipulated by external parties either constitutionally or through enabling legislation (e.g., grants or donations).
- 3) Committed fund balance amounts that can be used only for the specific purposes determined by a formal action of the Board of Fire Commissioners. Commitments may be changed or lifted only by referring to the formal action that imposed the constraint originally (e.g., the board's commitment in connection with future construction projects).
- 4) Assigned fund balance amounts *intended* to be used by the government for specific purposes. Intent can be expressed by the Board of Fire Commissioners or by a designee to whom the governing body delegates the authority. In governmental funds other than the general fund, assigned fund balance represents the amount that is not restricted or committed. This indicates that resources in other governmental funds are, at a minimum, intended to be used for the purpose of that fund.
- 5) **Unassigned fund balance** includes all amounts not contained in other classifications and is the residual classification of the general fund only. Unassigned amounts are available for any legal purpose.





Policy

The responsibility for designating funds to specific classifications shall be as follows:

Committed Fund Balance – The Board of Fire Commissioners is the District's highest level of decision-making authority, and the formal actions that is required to be taken to establish, modify, or rescind a fund balance commitment is a resolution approved by the Board.

Assigned Fund Balance – The Board of Fire Commissioners has authorized the Treasurer as the official authorized to assign fund balance to a specific purpose as approved by this fund balance policy.

Unassigned Fund Balance Target

It is the goal of the District to achieve and maintain an unassigned fund balance in the general fund at fiscal year-end of not less than 20% and not more than 35% of annual expenditures. If the unassigned fund balance at fiscal year-end fall outside of the target range, the District shall develop a restoration plan to achieve and maintain the minimum fund balance.





INDEMNIFICATION POLICY

APPLICABILITY: This policy applies to all personnel.

It is the policy of the Fire District to indemnify every Commissioner, Officer, employee and active member of the District for acts and omissions occurring within the scope of their duty in such capacity. This includes but is not limited to indemnification in accordance with Public Officers Law Section 18, Town Law 178-d, General Municipal Law 205-g, and as otherwise permitted or obligated by common law.

Any person, including an active member, who is served with a summons, petition, hearing notice or other action shall immediately deliver the same to the Chair of the Fire District, along with a written request for defense and indemnification. Pursuant to law, such written request and a copy of the pleadings must be delivered to the District Secretary and/or the Chair of the Board of Fire Commissioners within <u>TEN DAYS</u> of service upon the individual.

Indemnification shall not extend to expenses for punitive damages, fines, or penalties incurred as a result of intentionally harmful conduct.



LA GRANGE FIRE DISTRICT

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Credit Card Policy:

The LaGrange Fire District shall maintain the following Credit Card(s): Visa –Tompkins Trust (Mahopac National Bank) Wright Express (WEX) Fuel Cards

District credit cards are issued to and may only be used by the following district officials and employees: Commissioner Richard Sassi as the Authorized Officer, Fire District Secretary, Fire District

Officers: Chief, Deputy Chief, Lieutenant (Training)

- 1. The Fire District may issue District credit cards to the Chief, Deputy Chief, Lieutenant (Training), and Commissioner Richard Sassi in their individual name and may revoke same at will. In addition, the District Secretary may be in possession of a District credit card to be used as needed for travel, postage or any other Commissioner approved expense.
- 2. District issued credit cards are to be used ONLY for official Fire District business.
- 3. All receipts for credit card purchases must be attached to a Fire District Purchasing form and submitted to the Board of Fire Commissioners for payment approval. Receipts must detail all charges including the name of the individual who incurred the charge, the reason for the charge and the amount of the charge.
- 4. District issued credit cards are not to be used for the purchase alcoholic beverages.
- 5. Personal Responsibility-the individual incurring the costs who fails to comply with District procedures will be personally responsible for all sums charged. Any charges made on District credit cards that do not have proper supporting documentation, the individual, not the district, will pay detail.
- 6. If a charge is determined to be an inappropriate or unauthorized Fire District charge, or if adequate documentation of the charge is not submitted to show it to be an authorized District charge, the individual responsible for the charge shall pay said charge within thirty days of the receipt of invoice from the credit card company.
- 7. All credit card users have the responsibility to notify both the Credit Card Company and the District Treasurer immediately, in the event the that the card is lost or stolen.
- 8. The Tompkins Trust Bank service number is 1-866-552-8855.

LaGrange Fire District Board of Fire Commissioners 2024 Monthly Meeting Schedule

January	9 (Organizational Meeting) 23
February	13 27
March	12 26
April	09 23
May	14 28
June	11 25
July	09 23
August	13 27
September	10 24
October	08 15 - Budget Hearing 22
November	12 26
December	TBD (Organizational Meeting Prep) 10 – Commissioner Election 24

The first official monthly meeting of the LaGrange Fire District is normally held on the second Tuesday of each month, and the second meeting on the fourth Tuesday of each month unless noted differently above. All meetings will begin at 6:00 PM and be held at Firehouse #2, located at 504 Freedom Plains Road in Poughkeepsie, NY*. A link to join the meeting remotely via Microsoft Teams will be available on the day of the meeting at the Fire District's website - <u>https://lagrangefireny.us</u>.

*The location and time of the meeting may be changed by further resolution of the Board of Fire Commissioners upon proper notification to the public, pursuant to New York State Law, of such change.

COMMISSIONER COMMITTEE ASSIGNMENTS - 2024

ANNUAL BUDGET PREPARATION	All Commissioners
CONTRACTOR LIST UPDATE	All Commissioners
EQUIPMENT and APPARATUS	All Commissioners
INTERFACE WITH: Attorneys Annual Auditors	Komorsky & Ward
INSURANCE	Komorsky & Ward
TELECOMMUNICATIONS	Taft & Pignataro
LIASON TO: Company #1 Company #2 Company #3	Pignataro Sassi Ward
Mechanic's Facilities Department President Department Training Local IAFF Company Officers	All Commissioners All Commissioners All Commissioners All Commissioners All Commissioners All Commissioners
LaGrange Town Hall	All Commissioners
LONG RANGE PLANNING	All Commissioners
MONTHLY BANK RECONCILIATION	Komorsky, Taft, & Ward
MONTHLY BUDGET REVIEW	All Commissioners
RULES/ POLICIES / REGULATIONS	All Commissioners
EMS COST RECOVERY	Sassi & Ward



PROPOSAL

DATE: 01/08/2024

TO: Marc Komorski <u>apogee60@yahoo.com</u> Bria Le <u>secretary@lagrangefireny.us</u> Anthony Champion <u>achampion@lagrangefireny.us</u>

FROM: REDEMPTION MECHANICAL, INC P.O. Box 50 LaGrangeville, NY 12540 STEPHEN TURNER (PRESIDENT) 845-531-9332 RMI316@OUTLOOK.COM

RE: HVAC Systems Service Agreement

SCOPE OF WORK: Perform full service and tuning of all heating, air conditioning and hot water systems at all stations.

Station 1: 2 Oil fired hot water boilers,

- 1 oil fired water heater
- 3 Split AC systems
- 3 UV sanitizers
- 1 ice machine

Station 2: 2 Natural gas hot water boilers (condensing high efficiency)

2 Gas roof top with AC
2 AC only roof top
1 split AC system
1-3 head ductless heat pump
1 gas water heater
5 UV Sanitizers

1 Ice machine

Station 3: 1 Oil fired hot water boiler with indirect water heater 3 split AC systems 1 ice machine 1 single zone ductless air conditioner

Service shall include a full inspection. Brush and vacuum of heat exchangers as necessary, oil filters and nozzles, test and adjustment of all firing rates and combustion analysis with tuning to optimize efficiency. Test and adjustment to boiler feed water systems. Purge of all hydronic zones. Testing and inspection of all electrical components and controls associated with HVAC systems. Testing of all blowers, motors, circulators and dampers. Test and adjust all safeties, limits and set points. Flush of water heaters and service as necessary. Check all refrigerant levels temperatures and pressures (does not include refrigerant). Full cleaning of indoor and outdoor AC coils as necessary. Check and cleaning of all condensate drain lines and pumps. UV sanitizer service shall include cleaning and inspection of operation as well and new elements (2 year intervals as required per manufacturer and are due). Filter changes on all units once every 2 months (filters included). Ice machine service shall be a general inspection and cleaning of all units, flushing of lines and changing of filters (filters included)

MISCELLANEOUS: Agreement shall be for a 1 year (12 month) period and shall include 2 visits on each unit for preventative maintenance and servicing as described. There will be no additional charges for service calls or after hours or emergencies. This agreement does not include any additional parts or labor beyond described in scope of work. All additional parts and labor shall include a 10% discount. Any questionable items shall be noted in a report after servicing with recommended repairs if any are found. This agreement shall also be automatically renewable every 12 months for up to 5 additional years. Total cost upon renewal may vary due to operational costs such as fuel, materials and labor but shall not exceed a 10% yearly increase.

TOTAL COST: \$20,865

PAYMENT TERMS: Billable monthly @ \$1738.75/month or quarterly @ \$5216.25 every 3 months whichever the board/district prefers.

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 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. Upon request, 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 overheating, 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 or relating to this agreement, the service, use of or performance of the systems, or in any other manner.
- 8. Default. If Customer defaults under this agreement or any other agreement with SSN, SSN may:
 - a. refuse to provide Equipment and Software Maintenance services
 - b. furnish Equipment and Software Maintenance services only on a time, travel, and materials basis
 - c. seek reasonable attorney fees to enforce this Agreement in a court of competent jurisdiction

- 9. Entire Agreement. This agreement sets forth the entire understanding of the parties with respect to the subject matter hereof, and is binding upon both parties in accordance with its terms. There are no understandings, representations, or agreements with respect to the subject matter hereof other than those set forth herein. This agreement may not be amended or altered except in writing duly executed by the authorized representatives of both parties.
- 10. **Severability.** In case any provision or restriction of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions of this Agreement will not be affected or impaired thereby. The parties hereto further agree that any such unenforceable provision or restriction shall be deemed modified so that it shall be enforced to the greatest extent permissible under Law.
- 11. Pricing. The pricing structure for this 12-month term will be \$3,950.00.

Agreed to this day, ______ between SSN and LaGrange Fire District by the following parties:

LaGrange Fire District

Date

Salemsys.Net, Incorporated

Date

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)

 \Box SSN shall provide support services hereunder for Equipment and Software not to exceed an annual term block of **200 (two hundred) total hours**. Each quarter (3 months) will be allocated 50 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 200 total hours is exhausted before the end of the contract term, additional hours can be purchased at a discounted hourly rate of \$92.50. Support usage shall be debited from the term block at 15-minute intervals. The cost for this option is \$18,500.00 payable either annually or quarterly.

Select this box for ANNUAL billing (\$18,500.00 / year)
 Select this box for QUARTERLY billing (\$4625.00 / quarter)

 \Box SSN shall provide support services hereunder for Equipment and Software not to exceed an annual term block of **230 (two hundred thirty) total hours**. Each quarter (3 months) will be allocated 50 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 200 total hours is exhausted before the end of the contract term, additional hours can be purchased at a discounted hourly rate of \$92.50. Support usage shall be debited from the term block at 15-minute intervals. The cost for this option is \$21,275.00 payable either annually or quarterly.

Select this box for ANNUAL billing (\$21,275.00 / year)
 Select this box for QUARTERLY billing (\$5318.75 / quarter)

 \Box SSN shall provide support services hereunder for Equipment and Software not to exceed an annual term block of **250 (two hundred fifty) total hours**. Each quarter (3 months) will be allocated 50 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 200 total hours is exhausted before the end of the contract term, additional hours can be purchased at a discounted hourly rate of \$92.50. Support usage shall be debited from the term block at 15-minute intervals. The cost for this option is \$23,125.00 payable either annually or quarterly.

Select this box for ANNUAL billing (\$23,125.00 / year)
 Select this box for QUARTERLY billing (\$5781.25 / 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, may 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 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. 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. **Contacts and Communication.** SSN will work/communicate/take direction with/from only the belowlisted approved contacts at LFD. When a request/direction is received from a member of the Board of Fire Commissioners, an email will be sent to the entire Board of Fire Commissioners by SSN advising that the request was made and by whom. Any changes to this list must be provided to SSN in writing.
 - 1. Any member of the Board of Fire Commissioners
 - 2. Fire Chief
 - 3. EMS Administrator
 - 4. District Secretary
 - 5. Career Fire Officers (critical issues only)
- 8. 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.
- 9. Default. If Customer defaults under this agreement or any other agreement with SSN, SSN may:
 - a. refuse to provide support services
 - b. furnish support services only on a time, travel, and materials basis
 - c. seek reasonable attorney fees to enforce this Agreement in a court of competent jurisdiction
- 10. Entire Agreement. This agreement sets forth the entire understanding of the parties with respect to the subject matter hereof, and is binding upon both parties in accordance with its terms. There are no understandings, representations, or agreements with respect to the subject matter hereof other than those set forth herein. This agreement may not be amended or altered except in writing duly executed by the authorized representatives of both parties.
- 11. **Severability.** In case any provision or restriction of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions of this Agreement will not be affected or impaired thereby. The parties hereto further agree that any such unenforceable provision or restriction shall be deemed modified so that it shall be enforced to the greatest extent permissible under Law.

Agreed to this day, following parties:	between SSN and LaGrange Fire District by the
LaGrange Fire District	Date
Salemsys.Net, Incorporated	Date

OTAL SUBMITTED From page #2	\$	266,448.63		
OYAL CARTING SERVICE	\$	469.48	12996	Commercial waste for stations 1,2,3
ROBERT TAFT 🗸	\$	100.00	13010	reimbursement for commissioner training course
RINGSQUARED 🗸	\$	437.23	13005	local and long distrance servcice stations 2 & 3
RELYCO	\$	172.14	12880	Additional Laser carbonless paper needed for cme notebooks
RELYCO	\$	✓ 302.30	12663	Laser carbonless paper for paramedic/emt binders for cme notebks
	\$	862.50	12000	fixed compressed air regulator and kitchen sink stat 2
DPTIMUM STAT 2	\$ \$	70.00	12893 12888	station 2 internet svc CPR instruction initial certification for 2 paramedics
	\$	120.01	12869	station 2 cable svd
OPTIMUM STAT 1	\$	335.85	12870	station 1 cable/internet svc
OPTIMUM STAT 3	\$	183.31	12871	Station 3 cable/internet svc
NYS ACADEMY OF FIRE SCIENCE	\$	432.00	12992	Fire academy registration and resident fee
MUNICIPAL EMERGENCY SERVICES (MES)	\$	v 240.00	5462	Multi RAE meter housing
MUNICIPAL EMERGENCY SERVICES (MES)	\$	230.00	5424	Swift water suit repair
MOTOROLA SOLUTIONS INC	\$	✓ 50,911.20	12235	Radios for vehicles and all parts needed to install
MEDICAL WAREHOUSE	\$			Medical supplies
MEDICAL WAREHOUSE	\$			Medical supplies
MEDICAL WAREHOUSE	\$			Medical supplies
MEDICAL WAREHOUSE	\$			Medical supplies
MEDICAL WAREHOUSE	\$			Medical supplies
MEDICAL WAREHOUSE	\$			Medical supplies
	\$		12911	fuel oil station 1
KOSCOHERITAGE	\$	645.78		Fuel oil station 1 Fuel oil station 3
	\$			12/13/23 Meeting Minutes
ULIE BEYER ¥	\$			11/28/23 Meeting Minutes
ONES & BARTLETT LEARNING	\$	/ 326.17	5438	Essential FF skills class & fire apparatus driver skills class
OEDY KIEVIT, RECVR OF TAXES	\$	3,408.01	13007	Property taxes
ACKSON LEWIS P.C. 🗸	\$	₹ 8,002.00	12988	professional services month ending nov 2023
I.O. PENN	\$	/445.10	12885	Take & analyze S-O-S from fuel system station 3
I.O. PENN	\$	445.10	12891	Take & analyze S-O-S from fuel system station 2
I.O. PENN	\$	✓ 445.10	12890	Take & analyze S-O-S from fuel system station 1
I.O. PENN	\$	15,017.62	12853	Repair, parts & labor to replace fuel injection pump station 1
I.O. PENN	\$	✓ 929.83	12851	Repair parts & labor station 2 exchange battery
	\$	✓154.04	12984	station 1 phone service
REIHOFER ICE & SPRINGWATER	\$	√ 144.00	2023-BL	Springwater for stations 1 & 2
	\$	√329.99	5483	Mechanic parts
	\$	184.09		Parts for 47-71
	\$	62.28	12902	Parts for 47-73
DUTCHESS TIRE	\$	1,236.00		Repairs for 47-89
DUTCHESS CC	\$	70.00		ACLS recertification classes
	\$	¥ 140.00		ACLS & PALS recertification classes
DUTCHESS COUNTY EMS COUNCIL ✓	\$	√ 75.00		Membership renewal annual dues
CPL ARCHITECTURE ENGINEERING PLANNING	\$	1,190.00		professional services station 1 interior renovation
CPL ARCHITECTURE ENGINEERING PLANNING	\$	✓ 1,013.34 ✓ 90.00	12913	station 1 electric stations 1 & 3 roofs
CENTRAL HUDSON	\$ \$	✓ 637.15 ✓ 1,013.34		station 1 electric
CENTRAL HUDSON	\$	✓ 32.00		station 3 area lightstation 3 electric
CENTRAL HUDSON	\$	1,915.27		station 2 electric, gas, area light
CARDINAL HEALTH 🗸	\$	1,812.80		Medical supplies
BRANDL'S TOWING	\$	143.75	12901	Towing for 47-89
BOTTINI	\$	1,438.10	12995	station 2 diesel fuel
	\$	✓ 1,016.80	12898	station 2 diesel fuel
	\$	133.07	5484	Parts for 47-8
	\$	27.78	5472	Mechanic parts
	\$	828.10		Disability insurance coverage
AMERICAN RED CROSS	\$	230.48	12864	Dental insurance
AMERICAN RED CROSS	\$	√99.00	5475	ALS course
	\$	48.00	12873 5482	storage cases and apple ipad charger BLS classes
AFDSNY ASSOC OF FIRE DISTRICTS OF NYS	\$	500.00	12897	yearly membership
BC CORP AWARDS INC 🖌	\$	220.65	1 1 2 0 0 7	Plaques for retirements

VENDOR	Amount Due	PO #	1/9/2024
SALEMSYS	\$ 450.00	12909	Installation and tuning of audio amp in stat 2 meeting room
SALEMSYS	\$ ✓ 387.90	12908	Installation of HDMI extender for TV to display on both room screens
SALEMSYS	\$ ✓ 199.98	12907	Renewal of SSL certificate for firewall VPN clients 2 year term
SALEMSYS	\$ 175.00	12906	Reconfigure stat 2 mtg room computer.
SECURITY MUTUAL	\$ ✓ 437.00	12878	career life insurance annual premium
SECURITY MUTUAL	\$ € 264.50	12877	career life insurance annual premium
SECURITY MUTUAL	\$ 320.25	12876	career life insurance annual premium
SECURITY MUTUAL	\$ 3 85.75	13008	career life insurance annual premium
SECURITY MUTUAL	\$ V 2,392.25	13009	career life insurance annual premium
STRYKER SALES 🗸	\$ 32,164.44	12769	Stretcher and accessories
SW LAGRANGE FIRE CO 3 🗸	\$ 975.00	12915	Food costs for EMS Director's luncheon 12/22/23
TEK MEDICAL	\$ √ 566.00	12991	comprehensive physical-volunteer
TOMPKINS CREDIT CARD 🗸	\$ 3,547.50	12982	credit card charges
VANGUARD ORG 🦴	\$ 110,640.00	12875	Roof repair station 1
VANGUARD ORG	\$ 5,644.75	12872	roof repair station 3
VERIZON WIRELESS 🗸	\$ 28.02	12879	Lifepak modem line
VERIZON 🗸	\$ 149.00	12900	Station 2 fios internet svc
VERIZON V	\$ √ 80.99	12899	station 3 fios internet svc
VESO LIFE V	\$ ✓ 276.58	13006	Life insurance premium volunteers
VFIS-losap	\$ 800.00	12882	LOSAP fee for annual GASB report for audit
WEATHERPROOFING TECHNOLOGIES	\$ 13,507.98	13012	Retainage
WEX BANK	\$ 765.42	13004	Fuel credit card charges for vehicles
TOTAL SUBMITTED	\$ 266,448.63		Commissioner Signatures:
changes listed:		Olleghy	MA
		hidh	1 All
		(MOL)	Ch
TOTAL APPROVED	IL IL INCOM		/
KEY:			
pre-paid			
Paid			

-26,44863 3,547.50-Tompk. Noted \$262,901,13 printed \$262,901,13