



LAGRANGE FIRE DISTRICT

504 Freedom Plains Rd • Poughkeepsie, NY 12603



MINUTES BOARD OF FIRE COMMISSIONERS Organization & Regular Meeting – Tuesday January 14th, 2025

ATTENDEES: Commissioner Marc Komorsky
Commissioner Anthony Pignataro
Commissioner Vincent Tierney
Deputy Chief Scott Merritt
Attorney Michael Hekle (*via Teams*)
Commissioner Barry Ward
Commissioner Robert Taft
Chief Anthony Champion
Treasurer Mark Pozniak (*via Teams*)
Secretary Bria Le

At 6:02 PM, Bria Le called the Board of Fire Commissioners Regular Meeting to order for Tuesday, January 14th, 2025, and led the Pledge of Allegiance.

ORGANIZATIONAL ITEMS:

Secretary Le stated that the newly elected fire commissioner Vincent Tierney has taken his oath of office and it is filed with the Town Clerk and the District office.

Secretary Le requested nominations for the position of Chairman.

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

Upon a MOTION made by Commissioner Pignataro and SECONDED by Commissioner Taft, the Board RESOLVED to appoint Barry Ward as Deputy Chairman. Pignataro – Aye, Ward– Abstain, Taft - Aye, Tierney – Aye, Komorsky - Aye. **Motion Carried.**

Chairman Komorsky welcomed everyone to the meeting. He wanted to note that the Purchasing Policy will have a discussion later in the meeting.

The following designations were read as attached to these minutes:

- Annual Resolutions

Upon a MOTION made by Commissioner Taft and SECONDED by Commissioner Pignataro, the Board RESOLVED to adopt these resolutions as attached to these minutes. Pignataro – Aye, Ward – Aye, Taft - Aye, Tierney – Aye, Komorsky - Aye.

Secretary Le stated that she will go to the Town the next day to take her oath of office. She said that the Treasurer will take his oath of office when he comes in and then it will be filed with the Town Clerk.

- Policies, 2025 Meeting Schedule, & Commissioner Committee Assignments - the following policies were read and approved as attached to these minutes: Fixed Asset Policy, Investment Policy, Fund Balance Policy 2025, Indemnification Policy 2025, and the Credit Card Policy. The 2025 Meeting Schedule and the Commissioner Committee Assignments were also read as attached.

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Upon a MOTION made by Commissioner Pignataro and SECONDED by Commissioner Tierney, the Board RESOLVED to approve these policies, with an exception for the purchasing policy, as attached to these minutes. Pignataro – Aye, Ward – Aye, Taft – Aye, Tierney – Aye, Komorsky – Aye.

At 6:25 pm, the re-organizational portion of the meeting was completed, and the regular meeting started.

MINUTES: - 11/26/24 & 12/3/24 Regular Meetings & 12/11/24 & 12/17/24 Special Meetings

Upon a MOTION made by Commissioner Pignataro and SECONDED by Commissioner Ward, the Board RESOLVED to approve the 11/26/24 and 12/3/24 Regular Meeting minutes. Pignataro – Aye, Ward – Aye, Taft – Aye, Tierney – Abstain, Komorsky – Aye. **Motion Carried.**

Upon a MOTION made by Commissioner Pignataro and SECONDED by Commissioner Taft, the Board RESOLVED to approve the 12/11/24 and 12/17/24 Special Meeting minutes. Pignataro – Aye, Ward – Aye, Taft – Aye, Tierney – Abstain, Komorsky – Aye. **Motion Carried.**

CORRESPONDENCE: -

- Letter from Steven Daly regarding his intention to retire on January 27, 2025. Chairman Komorsky stated that on behalf of the Board of Fire Commissioners, he thanked Firefighter/Paramedic Daly for his service and wished him well on his retirement.
- Check from Arlington Fire District for 2022 MIG Grant reimbursement in the amount of \$21,284.91

Upon a MOTION made by Commissioner Pignataro and SECONDED by Commissioner Tierney, the Board RESOLVED to deposit the funds into the General Fund. Pignataro – Aye, Ward – Aye, Taft – Aye, Tierney – Aye, Komorsky – Aye. **Motion Carried.**

- Thank you card from the Duffy's with a donation check in the amount of \$500.00. Chairman Komorsky asked if there was a specific call that was referenced. Secretary Le stated there have been eight calls in the past six months. Firefighter paramedics on the scene were Skuza, Bourne, Mendez, Tambini, and Pierson. Chairperson asked if a copy of this letter could be put in each of their files and Secretary Le said yes.

Upon a MOTION made by Commissioner Pignataro and SECONDED by Commissioner Ward, the Board RESOLVED to deposit the funds into the General Fund and send a thank you. Pignataro – Aye, Ward – Aye, Taft – Aye, Tierney – Aye, Komorsky – Aye. **Motion Carried.**

- Donation check from Thomas Cross in the amount of \$100.00.

Upon a MOTION made by Commissioner Pignataro and SECONDED by Commissioner Taft, the Board RESOLVED to deposit the funds into the General Fund and send a thank you. Pignataro – Aye, Ward – Aye, Taft – Aye, Tierney – Aye, Komorsky – Aye. **Motion Carried.**

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- Thank you card from the Fraleigh's with a donation of a gift card from Tops in the amount of \$150.00.

Upon a MOTION made by Commissioner Pignataro and SECONDED by Commissioner Taft, the Board RESOLVED to accept the gift card and send a thank you. Pignataro – Aye, Ward– Aye, Taft – Aye, Tierney- Aye, Komorsky - Aye. **Motion Carried.**

- Check from Titanium Production Group, Inc. for the CPR class in the amount of \$300.00.

Upon a MOTION made by Commissioner Pignataro and SECONDED by Commissioner Tierney, the Board RESOLVED to deposit the funds into the General Fund and send a thank you. Pignataro – Aye, Ward– Aye, Taft – Aye, Tierney- Aye, Komorsky - Aye. **Motion Carried.**

ROOM USE REQUESTS:

- Request to use Station 3 by Firefighter Cobb on 2/15 for a birthday event.

Upon a MOTION made by Commissioner Pignataro and SECONDED by Commissioner Tierney, the Board RESOLVED to allow Cobb family use of Station 3 on February 15, 2025 for a birthday event. Pignataro – Aye, Ward – Aye, Taft – Aye, Tierney – Aye, Komorsky - Aye. **Motion Carried.**

- Request to use Station 2 for a Red Cross Blood Drive on 5/20/25 (Tuesday), 7/17/25 (Thursday), and 10/9/25 (Thursday), all from 11 AM to 7 PM.

Upon a MOTION made by Commissioner Pignataro and SECONDED by Commissioner Tierney, the Board RESOLVED to allow the Red Cross use of Station 2 for Blood Drives on 5/20/25 (Tuesday), 7/17/25 (Thursday), and 10/9/25 (Thursday), all from 11 AM to 7 PM. Pignataro – Aye, Ward – Aye, Taft – Aye, Tierney – Aye, Komorsky - Aye. **Motion Carried.**

- Request for use of Station 2 from Firefighter DeMillo on 3/1/25 for a birthday party.

Upon a MOTION made by Commissioner Pignataro and SECONDED by Commissioner Tierney, the Board RESOLVED to allow Firefighter DeMillo use of Station 2 for a birthday event on 3/1/25. Pignataro – Aye, Ward – Aye, Taft – Aye, Tierney – Aye, Komorsky - Aye. **Motion Carried.**

OLD BUSINESS/UNRESOLVED ITEMS:

- Station 1 Building Update – Commissioner Ward stated he sent out an e-mail to the Board regarding the fact that the bids were opened up on the ninth. They are being evaluated alongside of the specifications. When that is completed the information will be sent back to the Board. Commissioner Tierney asked when they start to take the room apart, where do the staff go. Commissioner Ward stated that area is not affected. They are only working on the meeting room and the old bar area. Everything else will remain in the ready room as it is right now. The ready room is not being affected by this. Commissioner Tierney stated he is unsure how four people will fit. Commissioner Pignataro stated all of the work is being done in the meeting room. Chief Champion stated there are three beds in what is the ready room at Station 3. There is one bed that is in the meeting room. He has asked at a previous time if they could discuss some sort of trailer or appropriate accommodations for the firefighters. He stated he can work with Commissioner

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Tierney or another Commissioner to look into those options. Commissioner Ward stated he would be willing to work with Chief Champion.

- Station 3 Storage Room – Commissioner Ward stated this will be held over until the Spring.
- Station 2 Brick Pointing – Commissioner Ward stated this will not be done until the Spring.
- Staffing Community Events – Chief Champion stated that this is a slow time of year for community relations. The Public Relations Officer, Michael Henry, has conducted some CPR and first aid drills and trainings with Cinnamon Tree. They are a daycare in town and the fire district has had a long-standing relationship with them. At this point there is nothing additional going on.
- Operational Software Overview – Chief Champion stated that in the last two days they have had kick off meetings with Lexipol. He would like to bring Commissioner Tierney on board to work on both this and the policies updating. The next meeting is towards the end of the month, and he will share all of those appropriate e-mails. There was a kickoff meeting today with First Due with himself, the Deputy Chief, Secretary Le, and Jeff Lenkowski. They had previously sat down with Commissioner Ward and Commissioner Pignataro to lay out what they were looking for. First Due will get back to them regarding integration and specific content. The Chief will keep the Board abreast as they move forward. They're looking at being fully on board by mid-May. Commissioner Pignataro asked if the current version they have is somewhat watered down and Chief Champion said correct. They have not changed anything with ESO and they are currently setting up and as they implement each module fully they can start taking things away and move to First Due. They do need to speak with First Due about some content specific issues. Chairman Komorsky asked Mr. Lenkowski if there were any equipment issues that they will need to make this happen and he said no.
- Grant update – Chief Champion stated the MIG Grant is associated with the ballistic wear. They should be receiving it in mid-January and then they will have to inventory everything, get it signed out and then do in-service training. In regard to the SAFER Grant, he continues to work with sending and submissions. He has submitted a request for an extension of the grant period, and it is pending at this time. He will be submitting the financials in progress reports. He may need to reach out to Treasurer Pozniak to verify that information. Chairman Komorsky asked if there was any risk of penalties requesting an extension. Chief Champion stated he has not heard back. He has heard they were given a one-year extension because of the fact they had difficulty hiring and had people leaving. Chairman Komorsky stated he will continue to forward any grant information that he receives to the Chief as well. Chief Champion stated he also has updates to the agreement with the County for the Bantam trailer and the fly car grant and all have been signed and submitted. There were some notes caught by the attorney and himself prior. They should both be moving forward. Chairman Komorsky stated he knows the Chief spoke with Sandy Washburn. He suggested they discuss that to get that conversation out of the way. Chief Champion stated that the Town has an extra trailer on the Pop Warner field on Overlook Road that they are no longer using. Sandy is going to request that it be labeled as surplus at the town meeting on the 22nd. Should that go through, then they will coordinate on getting that trailer to this location. He will reach out most likely to Brandl's to have it towed here. Chairman Komorsky asked if the wheels and tires were all okay. Chief Champion stated he was told they would make sure that the tires

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and hitch are all set so it can be towed directly here. Chairman Komorsky stated there our new people in the parks department. He also asked if the Chief knew where it was going to be placed and Chief Champion stated it would be up on the training platform, as long as there is no snow. Chairman Komorsky stated they will need to thank the Town for the donation of the trailer.

- Diesel Tank Accessories - Chief Champion stated this is an ongoing project at this time. Scott Price has an associate that is trying to get a good deal on the materials for the bollards so hopefully that will happen in the spring. They are continuing the inspections as per the regulations. Chairman Komorsky asked if the plan was still to add four bollards and Chief Champion said yes.
- HIPAA Compliance – Chief Champion stated this project is on hold as he had been working with Commissioner Sassi who is no longer a Commissioner. He believes it may also be on hold because Lexipol has a HIPPA Policy that they could implement. This will be one of the topics he will ask about their next meeting. He asked if Commissioner Tierney would be picking this task up. Commissioner Tierney said yes.
- Overhead Door Work – Chief Champion stated this is a work in progress for all firehouses. Chairman Komorsky stated he hopes they can get this finished by the time the weather is bad again. Commissioner Tierney asked if they were also looking at replacing the concrete. Chief Champion stated he is only looking at getting the doors that are peeling repaired or getting all of the doors wrapped. It didn't seem possible to get them all painted, so he is looking to get a company to come in and wrap them all in the spring. He does not have the prices at this time. The adjustment to the metal flanges on the concrete is not on his radar at this time, but it is an item of repair that is out there for the stations. Commissioner Ward stated it is scheduled for 2029.
- Policy Manual/Software Review – Chief Champion stated this was part of the kickoff meeting with Lexipol. He and Secretary Le both have homework to do. He stated once Commissioner Tierney gets caught up, he will probably have homework as well.
- Building Repairs/Repair Requests – Chairman Komorsky asked if there were any other building or repair requests that have not yet been discussed. Commissioner Taft stated he believed they had spoken about the shipping containers. Chief Champion stated he has not had the time to look into that further. Commissioner Taft had forwarded and shared a post from Facebook, but the Chief has not had time to get further into that aspect yet. He can pass it to the Deputy Chief. Chairman Komorsky stated he has been following the container prices. There is some very competitive pricing out there. It does come down to size so they will need to decide how long of a container they want. Chief Champion stated this is a wonderful opportunity for the Deputy Chief to get his feet wet. Chairman Komorsky stated that both he and Commissioner Taft would be more than happy to assist the Deputy Chief.

NEW BUSINESS:

- Salemsys Support & Maintenance Agreements – Chairman Komorsky stated Mr. Lenkowski will be presenting this information. The Board all had the information in their packet for their review. Secretary Le stated there are two separate agreements. Chairman Komorsky stated it is a support agreement and a maintenance agreement. This is something that they do each year. The annual

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billing is \$19,750 per year or the quarterly billing is \$4937.50. Mr. Lenkowski stated the current hourly is at 212 hours with one month remaining. Anything over 200 hours is billable at \$92.75 per hour for the 2024 contract. The 2025 contract is for \$98.75 per hour. Commissioner Pignataro stated Term 2 would allow them to have 238 hours of service under the contract instead of just 200. Chairman Komorsky stated that is \$22,711 for the year, or \$5677.75 per quarter. Term 3 is 250 hours with an annual billing of \$24,686 or a quarterly billing of \$6171.50. Commissioner Pignataro stated based on the fact that they have used 212 hours with one month left he would lean towards the second term. Chairman Komorsky stated he was leaning towards the 250 hours as they will have the new software coming online. He asked Mr. Lenkowski if this new software was going to incur more time. Mr. Lenkowski stated it is hard to tell at this point because First Due's involvement to this point has been very heavy. Chairman Komorsky stated he is concerned about the additional programs and getting set up taking additional time. Commissioner Tierney stated he does agree with that logic. Commissioner Ward stated he agrees with Commissioner Pignataro. Treasurer Pozniak asked if unused hours roll over to the following year and Mr. Lenkowski stated that was correct. Treasurer Pozniak stated if they need additional hours they are being billed at the same rate as the contract price and it all balances out in the end. Chairman Komorsky stated they should go with the base at 200 hours then and they can pay as they need.

Upon a MOTION made by Commissioner Ward and SECONDED by Chairman Pignataro, the Board RESOLVED to approve the support contract from Salemsys Systems for Term 1 at 200 hours. Pignataro – Aye, Ward – Aye, Taft – Aye, Tierney – Aye, Komorsky - Aye. **Motion Carried.**

Chairman Komorsky asked if they would prefer annually or quarterly, and he asked Treasurer Pozniak which he preferred. Treasurer Pozniak stated he preferred quarterly. Commissioner Pignataro asked if there was any cost savings by going annually and Treasurer Pozniak said no.

Upon a MOTION made by Commissioner Taft and SECONDED by Commissioner Pignataro, the Board RESOLVED to approve the support contract from Salemsys Systems for quarterly payments of \$4937.50. Pignataro – Aye, Ward – Aye, Taft – Aye, Tierney – Aye, Komorsky - Aye. **Motion Carried.**

Chairman Komorsky stated that the equipment and software maintenance agreement includes monthly updates as available. This is a 12-month term for a total of \$4250.

Upon a MOTION made by Commissioner Pignataro and SECONDED by Commissioner Taft, the Board RESOLVED to approve the equipment and software maintenance agreement from Salemsys Systems in the amount of \$4,250.00. Pignataro – Aye, Ward – Aye, Taft – Aye, Tierney – Aye, Komorsky - Aye. **Motion Carried.**

REPORTS: (by officers present)

- **Treasurer Pozniak**

Treasurer Pozniak stated he will have physical copies of the annual report at the next meeting.

- **Chief Anthony Champion**

Chief Champion stated Mya locksmith has come through and finished Station 1 and Station 3 and has replaced all of the core cylinders for the doors. They do have to come back and do some updates at Station 2, but the access to the building is strictly through the key fobs. There

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are a few backup keys that he, the District Secretary, and the lockbox in this building will have. That is in case they need access during a generator failure or other power issue for the key swipes.

Chief Champion stated he is working on reviewing some building repair requests that have come through so that the Board is aware of these.

There is a new lieutenant in charge of training. Lieutenant Hildenbrand was sworn in on Monday. He has hit the ground running, both in learning the responsibilities of the shift officer and that of the training position and what is expected of him. Both Chief Champion and Deputy Chief Merritt have sat with him at different times to provide their expectations of him and this position. They hope to see that he exceeds in that aspect. Chairman Komorsky asked if both chiefs were overseeing the type of training that he's presenting first. Chief Champion stated they are having daily discussions with him when he is here to keep him on track. He is working with the shift lieutenants to garnish training as a shift officer. They are also making sure that he has the administrative access and the wherewithal of the position and what is expected. There was some ice rescue training that was conducted and organized by Lt. Kile, Lt. Zittel, and Lt. Rancourt both today and last week. It went very well, and they had good ice for some very realistic scenarios. They got a good portion of the staff trained. It was done at Hubbard's Pond at Knights Field on Overlook.

- **In County training** – Chief Champion stated a few months ago he had brought forth two individuals names for Fire Officers One Module. It was Tyler Edgar and Michael Henry. They are continuing in the Firefighter Officer One Module. The planning and emergency response, which is ongoing and had previous approval, is for health and safety which is at the end of this month. He also just received notification that there is another module that they will be attending in the early part of February. This will cover the four hours for them to cover these classes at the Dutchess County training center. They are both very eager, young, go-getters and he appreciates this training opportunity for them.

Today there was an Emergency Boat Operations Rescue class. This class is for the swift water, ice water, and boat operations class. That is two days, and the last day is a technical class for the swift water operators. They are asking internally for Swift Water Technician as a prerequisite to go to this class. There are eight individuals who have requested to attend this class. It is in county. This is not a frequently offered class, so the Chief is asking for all eight members to be allowed to attend. Chairman Komorsky asked if all the existing wet suits were in good shape. The Chief said yes. The lieutenants are given the task to check them every six months from when they go into service. He has not received any notice that there are leaking ice suits or any issues, so they should all be fine. Last Spring they did purchase some new swift water suits. He is looking to purchase the winter survival suits for ice rescue for next year. Commissioner Ward stated that is not on the equipment replacement schedule. Chairman Komorsky stated hopefully there will be some grants that these might fall into.

Upon a MOTION made by Commissioner Ward and SECONDED by Commissioner Tierney, the Board RESOLVED to allow 8 members to attend the

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technical swift water training. Pignataro – Aye, Ward– Aye, Taft – Aye, Tierney – Aye, Komorsky – Aye. **Motion carried.**

Chief Champion stated he received a training request for car use for a fire police member to attend a training session. It is for the Putnam/Northern Westchester Fire Police Association meeting and training at Brewster fire Department on January 21 from 7 PM until 9 PM.

Upon a MOTION made by Commissioner Ward and SECONDED by Commissioner Pignataro, the Board RESOLVED to allow use of a district vehicle for fire police to attend the Putnam/Northern Westchester Fire Police Association meeting in Brewster on January 21 from 7 PM to 9 PM. Pignataro – Aye, Ward– Aye, Taft – Aye, Tierney – Aye, Komorsky – Aye. **Motion carried.**

- **Vehicles** – Chief Champion stated presently Lieutenant Demilto is in FLIP school, so the vehicle reports are a little backlogged. The mechanic has been picking up the slack from the lieutenant not being present. 47-32 came back from H. O. Penn from some engine code anomalies that they were unable to clear in-house. The Chief does believe it has to do with DEF fluid. 47-31 will be going down in the next two weeks because it has an issue with the regeneration. 47-11 and 47-12's pump packing is looking to be addressed and will be looked at as soon as Lieutenant Demilto gets back. Chairman Komorsky stated it seems there have been a lot of costly issues with 47-11 lately. Chief Champion stated he does not have that specific information with him at this time. Chairman Komorsky stated that there was a PO in the package for 11 and he wants to make sure that they are on top of it and know exactly what they are dealing with. Chief Champion stated he believes Lieutenant Demilto is on top of it, but he just does not have that information at this time. Chairman Komorsky stated he just wants the board to be aware of what is going on with that. The Chief said he will look into it and get an e-mail out to all of them.

Chief Champion stated one of the utility trucks is out of service because the pump is out of service. There are no replaceable parts at the moment. They are looking into a replacement in the long-term goals for that. They will come back to the Board at a later time with suggestions. Chairman Komorsky asked how the Chief feels things are going over all the new facility and if they are doing a good job. Chief Champion stated he does believe they are. Sometimes it takes a little time for things to get turned around, but they do not take the apparatus until they have the parts in hand or know that they are arriving the next day.

Chief Champion stated Beekman had a first-line piece of equipment go out of service over the weekend, so LaGrange was replacing their engine if they had any automatic fire alarms or structure fires. As of today that engine is back in service, so they are back to normal operating schedule. Commissioner Tierney asked if they had any calls go out during this time. Chief Champion stated there was one call for a potential structure fire that turned out to be a pellet stove and LaGrange's equipment was returned very quickly.

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Chief Champion stated that the International ambulance was picked up by the purchaser, so it is no longer occupying a parking space.

He is working on closing of the calls for 2024. Along with that will be the updates to the members with their stats in regard to response, trainings, and meetings. They are trying to be more timely in the LOSAP aspect.

- **Executive Session** – Chief Champion has an issue surrounding 207a, a civil service update, and six personnel issues for Executive Session.
- **Deputy Chief Scott Merritt**

Deputy Chief Merritt thanked Lieutenants Zittel, Rancourt and Kile for putting together the ice rescue training. Everyone got trained and the weather was perfect for it. Unfortunately the training with Union Vale that he e-mailed the Board about last week was canceled because it was too cold for doing those operations. They might be able to reschedule it later in the winter or early spring. The ambulance operating certificate that was submitted last month has been approved so they are a recertified ambulance service again for the next two years. It now expires on February 20, 2027. The CME policy that he submitted last month has been approved so they can now do 100% online self-study from Target Solutions. That will make recertifying easier and cost less overtime in the process. The controlled substance license expires on February 28 has been submitted to New York State last week. They expect to hear back within 2 to 3 weeks prior to the expiration date. He is working with the Medical Director who supports them in changing the process for obtaining controlled substances. Hopefully by the end of the year they will be able to self-purchase. Right now they are on hospital to get the controlled substances and sometimes that creates delays and makes it significantly more expensive than it needs to be. Hopefully he can have something to bring back to the Board within a few months. The “provider” certifications are still going through. They are taking between 40 - 45 days to get people recertified. Chairman Komorsky asked if anyone was in danger of being too close to the time line and the Deputy Chief said no. Everything is getting submitted well in advance, so they have not gotten into any issues. David Violante at Arlington Fire District asked the Deputy Chief to ask the Board to bring up the idea of having Dr. Templeton do online protocol reviews every month. It would cost approximately \$100 a month, and his suggestion was to split the cost with LaGrange. He is setting up for Arlington and they offered it to LaGrange to split. Commissioner Ward asked if there would be a contract with this and the Deputy Chief was unsure. He will follow up on that. Chairman Komorsky asked when they would plan on starting it and Deputy Chief was unsure. This was just a precursor a phone call to gauge their interest.

 - **Executive Session** –Deputy Chief Merritt has three contractual issues for executive session.
- **Department** –No one had any comments.
- **Union** –No one had any comments.

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ABSTRACT: \$251,988.58

Upon a MOTION made by Commissioner Pignataro and SECONDED by Commissioner Tierney, the Board RESOLVED to pay the bills for the Month of December as per the abstract for \$251,988.58. Pignataro – Aye, Ward – Aye, Taft– Aye, Tierney – Aye, Komorsky – Aye. **Motion carried.**

PUBLIC COMMENTS:

At 7:10 PM, Chairman Komorsky opened the meeting to public comments.

Commissioner Ward stated that they did discuss the concrete floors two meetings ago but is unsure if they need to discuss it again to get Commissioner Tierney up to date. Chairman Komorsky said yes. Commissioner Ward stated the concrete floors are being addressed in 2029 as Phase 2 of Station 1 work. That is after they do the work at Station 2 in 2026, 27, and 28. Also as a reminder the Chief had added three generators at an additional cost of \$290,000. Hopefully in 2025 they will come in under bid on Station 1 because as of right now they are upside down for \$60,000. In 2028 for the Station 1 and 3 generators they are upside down \$71,000. In the Apparatus Reserve Funds they are upside down a quarter million dollars in 2030 and equipment-wise they are upside down in 2027 by \$428,000. There are a lot of gaps they need to fill. Part of this is anticipatory because one generator is problematic and the other two are 20 years old. Commissioner Tierney has a concern with the saddles and Commissioner Ward said that is part of the concrete floors. Chairman Komorsky stated they might need to do a small repair to hold over. Commissioner Ward stated they did that years ago and it was a lot of work to just fix the saddles, which is why they plan to do it when they do the floors.

EXECUTIVE SESSION:

At 7:12 PM, upon a MOTION made by Commissioner Pignataro and SECONDED by Commissioner Tierney, the Board RESOLVED to go into Executive Session to discuss the purchasing policy, one 207a issue, six personnel and a Civil Service update from Chief Champion, three contractual issues from Deputy Chief Merritt, three contractual and one personnel issue from Commissioner Ward. Pignataro – Aye, Ward – Aye, Taft– Aye, Tierney – Aye, Komorsky – Aye. **Motion carried.**

OPEN SESSION:

At 10:13 PM the Board resumed Open Session.

PREPARE 1/28/25 MEETING AGENDA: Secretary Le will prepare this. Chairman Komorsky stated she could consolidate items for Station 2 and Station 3. She can take off Station 1 as that is a work in progress. Secretary Le stated she is going to consolidate policy manual software and the operational manual software as they are the same.

Upon a MOTION made by Commissioner Taft and SECONDED by Commissioner Pignataro, the Board RESOLVED to accept the Purchasing Policy with the change removing four lieutenants and inserting four captains. Pignataro – Aye, Ward – Aye, Taft– Aye, Tierney – Aye, Komorsky – Aye. **Motion carried.**

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Chief Champion asked about redacting the last set of minutes. Attorney Hekle stated there will be a direction for the striking of an individual's name per the Executive Session.

Chief Champion stated the Membership Committee met last Monday and met with three individuals. They are moving forward with the process and the companies will be directed when they can move forward with voting on them.

Commissioner Tierney asked if the District had a grant writer. Commissioner Ward said no but they have had many over the years. They have written their own, they have had other people write them and they have at companies with them.

Upon a MOTION made by Commissioner Ward and SECONDED by Commissioner Tierney, the Board RESOLVED to approve the request from Firefighter/Paramedic Daly for the personal time pay out. Pignataro – Aye, Ward – Aye, Taft– Aye, Tierney – Aye, Komorsky – Aye. **Motion carried.**

ADJOURNMENT:

At 10:17 PM, upon a Motion made by Commissioner Pignataro and SECONDED by Commissioner Tierney, the Board RESOLVED to adjourn the meeting. Pignataro – Aye, Ward – Aye, Taft – Aye, Tierney – 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 1/28/25

BoFC Regular Meeting 1/14/25

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

APPOINTMENTS/REQUIRED DESIGNATIONS

RESOLUTION 1.1

BE IT RESOLVED that Mark Pozniak is hereby appointed Treasurer of the LaGrange Fire District with a weekly pay rate of \$550.26 for 2025.

RESOLUTION 1.2

BE IT RESOLVED that Bria Le is hereby appointed Secretary of the LaGrange Fire District with an hourly pay rate of \$34.66 for 2025. Said is also appointed Records Management Officer and Records Access Officer for the LaGrange Fire District.

RESOLUTION 1.3

BE IT RESOLVED that Mike Hekle of Jackson Lewis, P.C. be designated as the attorney for the LaGrange Fire District for 2025.

RESOLUTION 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 2025.

RESOLUTION 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 2025.

RESOLUTION 1.6

BE IT RESOLVED that Tompkins Bank be designated as the official depository for LaGrange Fire District for 2025.

RESOLUTION 1.7

BE IT RESOLVED that Mark Pozniak, Anthony Pignataro, & Vincent Tierney be designated as the authorized signers on the financial accounts.

RESOLUTION 1.8

BE IT RESOLVED that all five commissioners – Marc Komorsky, Anthony Pignataro, Robert Taft, Vincent Tierney, & 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.

RESOLUTION 1.9

BE IT RESOLVED that the District Treasurer prepares monthly financial reports and furnishes a copy to each Commissioner at the first regular meeting each month.

RESOLUTION 1.10

BE IT RESOLVED that the District Treasurer is authorized to submit the annual treasurer's report to the State Comptroller's office.

RESOLUTION 1.11

BE IT RESOLVED that the District Treasurer be authorized by this Board of Fire Commissioners, to pay, in advance of an audit, 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.

RESOLUTION 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, 2025, the standard mileage rate for the use of a car (also vans, pickups, or panel trucks) will be: 70 cents per mile for business miles driven.

RESOLUTION 1.13

BE IT RESOLVED that the three Commissioners who are not signers on the checks be the internal audit committee.

RESOLUTION 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), Assoc. 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), Westchester County Career Fire Chiefs Association, Career Fire Chiefs of NYS, and New York State Association of Fire Chiefs (NYS AFC).

RESOLUTION 1.15

BE IT RESOLVED that the Fire District policies in place in 2024 be adopted for 2025, including the Fixed Asset Capitalization Policy, the Investment Policy, and the Fund Balance Policy.

RESOLUTION 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.



LA GRANGE FIRE DISTRICT

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



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.



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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 NYCLASS 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 or 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:

- 1) **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).
- 2) **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.



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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.



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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 Secretary and/or the Board of Fire Commissioners 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 Board of Fire Commissioners within THREE DAYS 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.



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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:

Fire District Secretary Bria Le as the Authorized Officer & Fire District Officers: Chief, Deputy Chief

1. The Fire District may issue District credit cards to the Chief, Deputy Chief(s) and District Secretary in their individual name and may revoke same at will. In addition, the District Bookkeeper 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
2025 Monthly Meeting Schedule

January	14 (Organizational Meeting) 28
February	11 25
March	11 25
April	08 22
May	13 27
June	10 24
July	08 22
August	12 26
September	09 23
October	07 21 - Budget Hearing 28
November	11 25
December	02 (Organizational Meeting Prep) 09 – Commissioner Election (No Meeting) 23

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 - <https://lagrangefireny.us>.

**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 - 2025

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

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.
- f. "Protected Health Information" ("PHI") refers to the individual's past, present or future physical or mental health or condition, the provision of health care to the individual, or the past, present, or future payment for the provision of health care to the individual, and that identifies the individual or for which there is a reasonable basis to believe it can be used to identify the individual as defined by 45 C.F.R. §160.103.

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

3. **Terms.** (Please select one)

☐ SSN shall provide support services hereunder for Equipment and Software not to exceed 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 \$98.75. Support usage shall be debited from the term block at 15-minute intervals. The cost for this option is \$19,750.00 payable either annually or quarterly.

☐ Select this box for ANNUAL billing (\$19,750.00 / year)

☐ Select this box for QUARTERLY billing (\$4937.50 / quarter)

☐ 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 \$98.75. Support usage shall be debited from the term block at 15-minute intervals. The cost for this option is \$22,711.00 payable either annually or quarterly.

☐ Select this box for ANNUAL billing (\$22,711.00 / year)

☐ Select this box for QUARTERLY billing (\$5677.75 / quarter)

☐ 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 \$98.75. Support usage shall be debited from the term block at 15-minute intervals. The cost for this option is \$24,686.00 payable either annually or quarterly.

☐ Select this box for ANNUAL billing (\$24,686.00 / year)

☐ Select this box for QUARTERLY billing (\$6171.50 / quarter)

4. Support Services. During the term of this agreement, SSN will provide the following support services, sufficient to maintain and/or restore the Software to normal operating state and conditions:

a. Corrective Support: When so requested by an authorized representative of the Customer, SSN will render a service response within 24 hours of receipt of a request for support. Any requests for immediate/critical support received during normal business hours of 8:30AM to 5:00PM, 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 below-listed 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. **Deputy Chief Fire/EMS**
 - 4. **Deputy Chief Fire**
 - 5. **District Secretary**
 - 6. **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.
12. **Confidential Information.** SSN agrees that during the course of the Agreement with LaGrange, SSN has and will come into contact with and have access to various forms of Confidential Information, which is the property of LaGrange. This information relates both to LaGrange, its employees, members of the LaGrange Board of Fire Commissioners, and members of the public that may utilize services or otherwise be associated with the LaGrange Fire District. Such Confidential Information includes, but is not limited to, any knowledge or information, written or oral, related to:
- a. any information provided to SSN by LaGrange relating to either Parties' proprietary policies, operations or systems;
 - b. all financial documents, records, data compilations, computerized records, or other information provided to SSN by LaGrange
 - c. c. the identity and number of LaGrange's employees and Fire Commissioners, their salaries, bonuses, benefits, qualifications, abilities, and PHI;
13. **Non-Disclosure of Confidential Information.** SSN agrees, except as specifically required in the terms of the Agreement, SSN will not, while associated with LaGrange and for so long thereafter as the pertinent information or documentation remains confidential (not disseminated in any manner), directly or indirectly use, disclose or disseminate to any other person, organization or entity or otherwise use any of LaGrange's Confidential Information. Further SSN agrees to maintain LaGrange's Confidential Information in strict confidence and to use all commercially reasonable efforts to not allow any unauthorized access to, or disclosure of, LaGrange's Confidential Information.
- a. Nothing in this Addendum (i) prohibits SSN from reporting an event that SSN reasonably and in good faith believes is a violation of law to the relevant law-enforcement agency, or (i1) prohibits SSN from cooperating in an investigation conducted by such a law-enforcement agency.

- a. the disclosure is "required by law," as defined in the Privacy Rule; or
- b. the disclosure is necessary to discharge obligations under the Agreement, the third party provides written assurances that the information will be held confidentially and used or further disclosed only as "required by law" or for the intended purpose, and LaGrange consents to the disclosure in signed writing.

LaGrange Fire District _____ Date _____

Salemsys.Net, Incorporated	Date
----------------------------	------

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 (Checkpoint, Ubiquiti, 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 over-heating, excessively high or low humidity, or inadequate air ventilation.
 - g. Issues with/on equipment not owned by the Customer.
 - h. Installation and/or relocation of computer systems.
- 7. **Limitation of Liability.** SSN makes no warranty, express or implied, with respect to its performance hereunder except as stated above. SSN will exercise reasonable efforts in working with the software vendor(s) to resolve any and all issues that arise from updates or upgrades. SSN shall have no obligations or liabilities to Customer or any other person for damages, whether direct, consequential, incidental, or punitive, whether arising out of 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

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

Salemsys.Net, Incorporated	Date
----------------------------	------

VENDOR	Amount Due	PO #	1/14/2025
AIS ADMINISTRATORS ✓	\$ 1,713.82	13864	NYS VOLUNTEER FF CANCER BENEFIT PROG
AMAZON ✓	\$ 868.73	13828	BUILDING & HOUSEHOLD SUPPLIES
AMERITAS LIFE INS CORP ✓	\$ 636.64	13860	DENTAL INSURANCE
ARCH INSURANCE ✓	\$ 847.80	13888	DISABILITY INSURANCE
BOTTINI FUEL ✓	\$ 1,388.00	13857	DIESEL FUEL FOR STATION 2 2024 DELIVERY
BOTTINI FUEL ✓	\$ 1,646.12	13912	DIESEL FUEL FOR STATION 2 2025 DELIVERY
CENTRAL HUDSON ✓	\$ 1,926.09	13859	STATION 1 & 3 ELECTRIC/AREA LIGHT CHARGES
CPL ARCHITECTS ✓	\$ 4,514.74	13899	SERVICES FOR RENOVATIONS TO STATION 1
CRYO WELD ✓	\$ 168.27	13851	COMPRESSED OXYGEN DELIVERY
CRYO WELD ✓	\$ 37.51	13876	OXM RENTAL
DR. JOSEPH FELICE ✓	\$ 1,250.00	13874	QUARTERLY PAYMENTS PER CONTRACT
DUTCHESS TIRE ✓	\$ 220.00	5519	TIRES FOR 47-1.
DUTCHESS TIRE ✓	\$ 215.80	13871	TIRES FOR PREVENTION TRAILER
FIRE-END & CROKER CORP ✓	\$ 104.00	13880	CLEANING SOLUTION FOR SMOKE GENERATORS
FLEET PRIDE ✓	\$ 20.00	13865	INSPECTION 47-74
FREIHOFFER ICE & SPRINGWATER ✓	\$ 184.50	13884	5 GALLON WATER FOR COOLERS-STATION 1 & 2
FRONTIER ✓	\$ 159.66	13890	LOCAL & LONG DISTANCE SERVICE STATION 1
GANNETT (POUGHKEEPSIE JOURNAL) ✓	\$ 62.80	13916	PUBLICATION OF LEGAL NOTICE
GLOBAL AUTO REPAIR ✓	\$ 75.00	5568	LADDER RACK ACTUATOR LABOR COST 47-12
GSB (GLATFELTER) ✓	\$ 20,926.80	13914	LOSAP GROUP TERM INSURANCE
H.G. PAGE ✓	\$ 16.97	5567	SHOP SUPPLIES
H.O. PENN ✓	\$ 1,335.30	13879	ANNUAL GENERATOR INSPECTION STATS 1,2,3
HAUN WELDING SUPPLY ✓	\$ 8.17	13877	MEDICAL CYLINDER RENTAL
HENDRICKSON ✓	\$ 12,939.40	13848	REPAIRS TO 47-11
HUDSON BUICK GMC ✓	\$ 96.46	5623	PARTS FOR 47-8 & 47-85
JOEDYKIEVIT, REC OF TAX ✓	\$ 3,246.45	13910	PROPERTY TAX FOR FISCAL YEAR 2025
KOSCOHERITAGE ✓	\$ 3,192.63	13861	FUEL OIL FOR STATIONS 1 & 3
MASSMUTUAL ✓	\$ 571.75	13883	WHOLE LIFE-CAREER
MEDICAL WAREHOUSE ✓	\$ 1,358.98	5613	EMS SUPPLIES
MEDICAL WAREHOUSE ✓	\$ 897.61	13889	EMS SUPPLIES
MEDICAL WAREHOUSE ✓	\$ 1,193.01	5614	MEDICAL SUPPLIES
MEDICAL WAREHOUSE ✓	\$ 540.85	13908	MEDICAL SUPPLIES
MUNICIPAL EMERGENCY SERVICES ✓	\$ 118.80	5582	BATTERIES-SHOP SUPPLIES
MUNICIPAL EMERGENCY SERVICES ✓	\$ 21,680.00	13765	TURN OUT GEAR
MUNICIPAL EMERGENCY SERVICES ✓	\$ 300.00	13414	CHIEF APPAREL
MUNICIPAL EMERGENCY SERVICES ✓	\$ 70.00	13850	CHIEF APPAREL
MUNICIPAL EMERGENCY SERVICES ✓	\$ 58.03	5581	FLASHLIGHT BATTERY
MUNICIPAL EMERGENCY SERVICES ✓	\$ 143.03	13852	UNIFORMS-CAREER
MUNICIPAL EMERGENCY SERVICES ✓	\$ 26.00	13839	UNIFORMS-CAREER
MUNICIPAL EMERGENCY SERVICES ✓	\$ 52.00	13841	UNIFORMS-CAREER
MUNICIPAL EMERGENCY SERVICES ✓	\$ 154.00	13840	UNIFORMS-CAREER
MUNICIPAL EMERGENCY SUPPLY ✓	\$ 289.32	13683	UNIFORM-CAREER
MUNICIPAL EMERGENCY SUPPLY ✓	\$ 79.08	13686	UNIFORM-CAREER
MUNICIPAL EMERGENCY SUPPLY ✓	\$ 86.08	13582	UNIFORM-CAREER
MUNICIPAL EMERGENCY SUPPLY ✓	\$ 299.20	5583	RESCUE EQUIPMENT
MUNICIPAL EMERGENCY SUPPLY ✓	\$ 64.00	5584	FILTERS FOR RAE METERS
MUNICIPAL EMERGENCY SUPPLY ✓	\$ 156.00	13909	HELMET SHIELDS
MUNICIPAL EMERGENCY SERVICES ✓	\$ 49.99	13842	UNIFORM-CAREER (PARTIAL RECEIPT OF ORDER)
MUNICIPAL EMERGENCY SERVICES ✓	\$ 154.00	13870	UNIFORM-CAREER (PARTIAL RECEIPT OF ORDER)
NYCOMCO ✓	\$ 130.00	13858	REPLACED ANTENNA LABOR COST FOR RADIO 47-73
NYS EMPLOYEE BENEFITS ✓	\$ 134,517.21	13882	HEALTH INSURANCE MONTHLY PREMIUM
O'REILLY AUTO PARTS ✓	\$ 97.97	5625	SHOP SUPPLIES-VEHICLES
OPTIMUM ✓	\$ 194.45	13863	INTERNET SVC STATION 2
OPTIMUM ✓	\$ 360.81	13904	CABLE & INTERNET CHARGE STATION 1
OPTIMUM ✓	\$ 116.84	13906	CABLE SERVICE CHARGE STATION 2
OPTIMUM ✓	\$ 215.45	13905	CABLE & INTERNET CHARGE STATION 3
PRECISION AUTOMOTIVE ✓	\$ 15.00	13855	INSPECTION 47-89
	\$ 251,988.58		

VENDOR	Amount Due	PO #	1/14/2025
RINGSQUARED ✓	\$ 994.10	13915	LOCAL & LONG DISTANCE SERVICE STATIONS 2&3
ROYAL CARTING ✓	\$ 1,237.45	13892	WASTE REMOVAL STATIONS 1,2,3 2024
RUGE'S FORD ✓	\$ 8.24	13900	47-73 PARTS/SERVICE
SALEMSYS ✓	\$ 770.00	13903	TV INSTALL CHIEF'S OFFICE 2024
SALEMSYS ✓	\$ 188.95	13902	EMAIL MGR SOFTWARE RENEWAL & MS CONF LICENSES
SALEMSYS ✓	\$ 250.00	13921	IT SERVICES-REBUILD COMPUTER FOR NEW COMMISSIONER
SARJO INDUSTRIES ✓	\$ 287.05	5624	SHOP SUPPLIES-VEHICLE
SECURITY MUTUAL LIFE INS ✓	\$ 2,392.25	13893	LIFE INSURANCE-CAREER
SHELTERPOINT ✓	\$ 106.78	13918	VISION INSURANCE
STERICYCLE, INC	\$ 141.35	13891	JAN 2025 SUBSCRIPTION
STRATEGIC SAFETY DYNAMICS ✓	\$ 3,564.75	13384	HIGH-PRESSURE AIR BAGS
STRYKER SALES ✓	\$ 11,541.56	13858	LIFEPAK 1000
STRYKER SALES ✓	\$ 792.51	12769	BATTERY CHARGER & CORD FOR POWER PRO 2
STRYKER SALES ✓	\$ 3,434.00	13922	3RD PAYMENT FOR POWER-LOAD SERVICE AGREEMENT
TOMPKINS ELAN FINANCIAL ✓	\$ 1,509.96	13878	CREDIT CARD PURCHASES
VERIZON BUSINESS ✓	\$ 1,868.76	13853	APPARATUS & SMARTPHONE SERVICE STAT 1 NOV-DEC & DEC-JAN
VERIZON BUSINESS ✓	\$ 35.00	13854	MODEM CHARGES
VERIZON ✓	\$ 151.24	13868	FIOS INTERNET SERVICE FOR STATION 2
VERIZON ✓	\$ 80.99	13867	FIOS INTERNET SERVICE FOR STATION 3
VESO ✓	\$ 330.88	13901	VOLUNTEER LIFE INS
WRIGHT EXPRESS (WEX) ✓	\$ 511.64	13911	CREDIT CARD PURCHASES FOR GAS
TOTAL SUBMITTED \$ 251,988.58			Commissioner Signatures:
<div> <div>changes listed:</div> <div>141.35</div> <div>251,847.23</div> </div>			<div> <div>1/14/25</div> <div>1/14/25</div> </div>
			<div> <div>1/14/25</div> <div>1/14/25</div> </div>
			<div> <div>1/14/25</div> <div>1/14/25</div> </div>
TOTAL APPROVED			
KEY:			
pre-paid:			
Paid:			

* I forgot to remove.
Chief hasn't signed yet.

I'll include it in next mtg.
Bills.

[Signature]

1/15/25

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.

<u>Estimated amount of Purchase Contract*</u>	<u>Pre-Purchase Requirement</u>	<u>Authorized Purchaser</u>
\$0 - \$1,000.00	None	Captains
\$0 - \$4,999.99	None	Chief & Deputy Chief
\$5,000.00 - \$19,999.99	2 written quotations	BOFC
\$20,000 and Greater	Competitive Bid	BOFC

<u>Estimated amount of Public Works Contract*</u>	<u>Pre-Purchase Requirement</u>	<u>Authorized Purchaser</u>
\$0 - \$4,999.99	None	Chief & Deputy Chief
\$5,000.00 - \$9,999.99	None	BoFC
\$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

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.

Initially adopted by the BoFC on 3/22/16

*Changes to Purchasing Bid/Quote requirements and Authorized Purchase Order Signers to be approved by the BoFC on 1/14/25.

**Piggybacking" clause approved by BoFC on 1/10/23

Authorized Purchase Order Signers*

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 Bookkeeper, Fire Chief, Deputy Fire Chief, and Fire Captains.

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 thirty-five 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 than 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.

Items of a similar nature should be grouped together for purposes of determining whether bidding is required.

[Initially adopted by the BoFC on 3/22/16](#)

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

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- (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.

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.

[Initially adopted by the BoFC on 3/22/16](#)

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

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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.

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

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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 statute 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 pre-consumer and post-consumer recycled material content of such paper.

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