

Arlington Fire District

11 Burnett Boulevard Poughkeepsie, NY 12603 www.afd.org Business: (845) 486-6300 Fax: (845) 486-6322

For Emergencies **DIAL 911**

"Safeguarding Our Community"

BOARD OF FIRE COMMISSIONERS ORGANIZATIONAL MEETING MINUTES January 8, 2024

ATTENDEES: Comm. Richard Dore

Comm. Ralph Chiumento, Jr. Comm. Phil Van Itallie Comm. Peter Valdez Comm. Sean Jackson

Chief: William Steenbergh

Assistant Chief: Eric Philipp
Director of EMS: David Violante
Renee O'Neill
Treasurer: James Passikoff

Comm. Dore opened the Organizational Meeting for January 8, 2024 at 7:02 p.m.

Comm. Chiumento made a motion to designate Rich Dore as a temporary Chairman. Seconded by Comm. Jackson.

- Motion Carried, 5 - 0 - 0

1. NEWLY ELECTED COMMISSIONER TO TAKE OATH OF OFFICE

Comm. Jackson took his Oath of Office on January 2, 2024 and it has been filed with the Town of Poughkeepsie Town Clerk.

2. <u>ELECTION OF CHAIRMAN OF THE BOARD OF FIRE COMMISSIONERS</u>

Comm. Valdez made a motion to have Comm. Van Itallie for Chairman. Seconded by Comm. Van Itallie.

- Motion Not Carried, 2-3-0 (Comm. Dore, Comm. Chiumento and Comm. Jackson opposed.)

Comm. Chiumento made a motion to nominate Comm. Dore for Chairman. Seconded by Comm. Jackson.

- Motion Carried, 3-2-0 (Comm. Valdez and Comm. Van Itallie opposed)

Chairman Dore took over the remainder of the meeting.

3. <u>APPOINTMENT OF VICE CHAIRMAN FOR 2024</u>

Chairman Dore appointed Ralph Chiumento as Vice Chairman in his absence.

4. Chairman Chiumento directed District Secretary O'Neill to attach the affidavit of publication sent to the media of the date of the Organizational Meeting to the minutes.

5. APPOINTMENT OF DISTRICT SECRETARY

Comm. Van Itallie made a motion to appoint Renee O'Neill as District Secretary. Seconded by Comm. Chiumento.

- Motion Carried, 5-0-0

District Secretary O'Neill took her Oath of Office after this meeting, and it will be filed with the Town of Poughkeepsie Town Clerk.

6. APPOINTMENT OF DISTRICT ATTORNEY'S

General Matters: Thomas, Drohan, Waxman, Petigrow & Mayle, LLP

<u>Labor Matters:</u> Thomas, Drohan, Waxman, Petigrow & Mayle, LLP

Brief discussion.

Comm. Chiumento made a motion to appoint them as our Attorney. Seconded by Comm. Van Itallie.

- Motion Carried, 5 - 0 - 0

7. APPOINTMENT OF DISTRICT TREASURER

Comm. Van Itallie made a motion to appoint Jim Passikoff to be Treasurer for 2024. Seconded by Comm. Chiumento.

- Motion Carried, 5 - 0 - 0

Treasurer Passikoff took his Oath of Office after this meeting, and it will be filed with the Town of Poughkeepsie Town Clerk.

Establish status of the Annual Report for prior year. (Within sixty (60) days after the end of the fiscal year, must submit to the Board of Fire Commissioners, a copy of the Annual Report submitted to the Department of Audit and Control by their due date of February 28, 2024)

Review and approve Treasurer's Surety Bond. Determine if it is sufficient, expiration date and renewal. (The District's current insurance term is March 1, 2023 through March 1, 2024)

Discussion. No action taken by the Board.

8. Resolution for Treasurer to pay claims in advance of audit. (#'s 1-4 are as per NY Town Law §176-4a).

BE IT RESOLVED, that the Treasurer of the Arlington Fire District is authorized to pay, in advance of an audit by this Board of Fire Commissioners of the Arlington Fire District the following claims and any such claims must be presented to the next meeting of the Board of Fire Commissioners of the Arlington Fire District for audit:

- 1. Utility payment for light;
- 2. Telephone payment;
- 3. Payment to the U.S. Postmaster for postage expenses;
- 4. Payment for freight or delivery charges.

And;

- 5. Any other claims for payment where finance or interest charges may be incurred.
- 6. Medical, dental, vision and life insurance policies.

Comm. Chiumento made a motion to approve. Seconded by Comm. Van Itallie.

- Motion Carried, 5 - 0 - 0

9. **APPOINTMENT OF DISTRICT NEWSPAPER**

Comm. Van Itallie made a motion to make the (Poughkeepsie) Journal the District's official newspaper. Seconded by Comm. Chiumento.

- Motion Carried, 5 - 0 - 0

10. APPOINTMENT OF DISTRICT BANKS

- A. M&T Bank
- B. Bank of America
- C. Key Bank
- D. TD Bank

- E. Chase Bank
- F. Salisbury Bank
- G. Citizens Bank

Discussion.

Comm. Van Itallie made a motion to designate the banks to deposit District funds with the exception of Salisbury Bank. Seconded by Comm. Chiumento.

- Motion Carried, 4 - 1 - 0 (Comm. Valdez opposed)

11. <u>SIGNATURES OF CHECKS</u>

Set forth two additional signers of checks for the Fire District in addition to Treasurer Passikoff. One signature is required on checks up to \$5,000.00, two signatures over \$5,000.00 for the general checking account. One signature only for the payroll account.

Chief Steenbergh recommended having a third signer. Chairman Dore stated the signers will be himself, Comm. Van Itallie and Comm. Jackson.

Comm. Chiumento made a motion to designate Comm. Dore, Comm. Van Itallie and Comm. Jackson as additional signers. Seconded by Comm. Dore.

- Motion Carried, 5 - 0 - 0

12. <u>ESTABLISH PETTY CASH FUND – not to exceed \$250.00 as per NY Town Law \$176 (4-c).</u>

Comm. Chiumento made a motion to approve that fund. Seconded by Comm. Van Itallie.

- Motion Carried, 5 - 0 - 0

13. <u>DESIGNATION OF BOFC MEETING DATES</u>

Determine Board monthly meeting dates, time, and place. All Board of Fire Commissioners meetings are open to the public.

• Recommendation: First and third Monday of the month, with the exception of Monday's that fall on a Federal holiday, the meeting will be held on the following Monday at 7:00 p.m. at Arlington Fire District Headquarters. The location and time of the meeting may be changed by a further resolution of the Board of Fire Commissioners upon proper notification to the local media of such change.

Comm. Chiumento made a motion to use the dates that were given to them as prepared by Comm. Van Itallie. Seconded by Comm. Van Itallie.

- Motion Carried, 5 - 0 - 0

A copy of the dates is attached to these minutes as requested by Chairman Dore.

The District Secretary notified the Poughkeepsie Journal on January 10, 2024 of the meeting dates as required by the provisions of the Open Meetings Law of the State of New York and it will be published on January 12, 2024.

14. **MEMBERSHIPS**

District:

- Association of Fire Districts of the State of New York \$500.00 (Budget line 5412 Dues)
- Association of Fire Districts of Dutchess County \$125.00 (Budget line 5412 Dues)
- New York Association of Local Government Records Officers (NYALGRO) – \$50.00 (Budget line 5412 Dues)

Chiefs:

- <u>International Association of Fire Chiefs</u> \$153.00 (Budget line 5412 Dues)
- New York State Association of Fire Chiefs \$200.00 (Budget line 5412 Dues)
- <u>Fire Chiefs Council of Dutchess County</u> \$100.00 (Budget line 5412 Dues)
- New York State Career Fire Chiefs \$150.00 (Does not include \$40 per meeting fee and/or lodging fees, if applicable; Budget line 5412 Dues)
- Westchester County Career Chiefs \$200.00 (Budget line 5412 Dues)

EMS:

- <u>Dutchess County EMS Council</u> \$75.00 (Budget line 5483 EMS Training)
- New York State Volunteer Ambulance & Rescue Association –
 \$150.00 (Budget line 5483 EMS Training)

Fire Prevention

- <u>National Association of Fire Investigators</u> \$260.00 Budget line 5474 Fire Prevention)
- <u>National Fire Protection Association</u> \$175.00 Budget line 5474
 Fire Prevention)

- <u>International Association of Fire Investigators</u> IAAI Chapter 23 \$1,350 (Budget line 5474 Fire Prevention)
- NYS Building Officials Conference \$550.00 (Budget line 5474 Fire Prevention)
- NFPA LINK \$557.99 (Budget line 5474 Fire Prevention)

Comm. Chiumento made a motion to approve the County and State organizations shown on the agenda. Seconded by Comm. Van Itallie.

Discussion.

- Motion Carried, 5 - 0 - 0

15. REVIEW, RE-EXAMINE LEASES & CONTRACTS

There are none up for renewal at the present time.

16. REVIEW AND AFFIRM OF FIRE DISTRICT POLICIES

A. All Fire Commissioners, Chiefs, Director of EMS, and Business Manager will need to sign the Code of Ethics.

17. APPOINTMENT OF COMMITTEES FOR 2024

- A. Service Awards
- B. District Inspections
- C. District Officers / Chief Liaison
- D. EMS & Paramedic Liaison
- E. Public Relations
- F. Equipment Maintenance
- G. Buildings and Grounds
- H. Capital Equipment
- I. Union Negotiations & Contract
- J. Career Staff Liaison
- K. Volunteer Recruitment
- L. Volunteer Liaison
- M. District Safety & Health
- N. Strategic Plan
- O. Finance Committee
- P. IT Operations Committee
- O. Croft Lease
- R. Rochdale Lease

Chairman Dore asked the Board members to let him know if they are interested in specific committees to send him an email. Otherwise he will keep them the same as last year and just switch Past Commissioner Longi with Comm. Jackson.

18. <u>DEPARTMENT ELECTION RESULTS</u>

At the Department Election held on December 7, 2023, Eric Philipp ran unopposed for the position of Assistant Chief and received five (5) votes.

The positions of District President and District EMS Captain remain vacant.

Comm. Chiumento made a motion to approve Eric Philipp as Assistant Chief. Seconded by Comm. Jackson.

- Motion Carried, 5 - 0 - 0

Assistant Chief Eric Philipp took his Oath of Office after this meeting, and it has been filed with the Town of Poughkeepsie Town Clerk.

19. APPOINTMENT OF ADDTIONAL RECORDS MANAGEMENT OFFICER

Once appointed and having taken the Oath of Office, the District Secretary automatically becomes Records Management Officer. The Chief should be appointed to act as an additional Records Management Officer in the absence of the District Secretary.

Comm. Van Itallie made a motion to appoint Chief Steenbergh as the additional Records Management Officer. Seconded by Comm. Chiumento.

- Motion Carried, 5 - 0 - 0

20. <u>AUTHORIZATION OF SCHOOL REQUESTS</u>

Authorize Chief to approve school requests in advance of Board of Fire Commissioners meetings which are located inside or outside of Dutchess County provided that the school request is either contractually required or required to maintain a certification or does not exceed \$100.00.

Comm. Chiumento made a motion to approve. Seconded by Comm. Van Itallie.

- Motion Carried, 5 - 0 - 0

21. AUTHORIZATION OF USE OF MEETING ROOMS

Authorize Chief to approve requests for blood drives, civic groups, or other governmental agencies to use the meeting room at Red Oaks Mill or Headquarters provided the meeting room is not in use.

Comm. Van Itallie made a motion to approve. Seconded by Comm. Chiumento.

- Motion Carried, 5 - 0 - 0

22. <u>APPOINTMENT OF MEDICAL DIRECTOR FOR THE DISTRICT</u>

Comm. Chiumento made a motion to approve. Seconded by Comm. Van Itallie.

- Motion Carried, 5 - 0 - 0

Comm. Jackson read a letter into the record regarding his disclosure of interest.

With no other business to conduct, Comm. Chiumento made a motion to adjourn the Organizational meeting. Seconded by Comm. Van Itallie.

- Motion Carried, 5 - 0 - 0

The Organizational meeting adjourned at 7:26 p.m. Chairman Dore requested a five-minute break before they begin their regular meeting.

Respectfully submitted,

Renee O'Neill District Secretary

AFFIDAVIT OF PUBLICATION

State of New York County of Dutchess INDUCTUT being duly sworn, deposes and say Journal, Division of Gannett Newspaper Subsidiary, publishers of follor Dutchess and the State of New York, of which annexed is a printed connewspaper editions dated:	
12/14/2023	
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Subscribed and swom to before me this 14 day of December, 2023	Min Els
Notary Public State of Wisconsin, County of Brown	exp: 3/7/27

KAITLYN FELTY Notary Public State of Wisconsin

LEGAL NOTICE

PLEASE TAKE NOTICE, that the Organizational Meeting for the Year 2024 of the Arlington Fire District has been scheduled for the 8th day of January, 2024 at 7:00 p.m. followed immediately by the first regular meeting of the month on that day at Arlington Fire District Headquarters, 11 Burnett Boulevard, Poughkeepsie, NY, County of Dutchess. This notification is being given to the news media pursuant to the provisions of Section 94 of the Public Officers Law of the State of New York.

By Order of the Arlington Fire District Board of Fire Commis-Sioners.

DATED: November 22, 2023

Renee O'Neill District Secretary 9561715



BOARD OF FIRE COMMISSIONERS MEETING PUBLIC ATTENDANCE SHEET

NOTE: This sheet will be attached to the Board of official record. If you agree to have your name as website, please legibly print your name below. The	part of the official record and publish	as part of the ed on our
DATE OF MEETING:	1/8/24	
		in the
		7

ARLINGTON FIRE DISTRICT DISCLOSURE OF INTEREST

Date: 1/8/2024

Dear Arlington Fire District Board of Fire Commissioners:

Be advised that I am writing this letter to the Arlington Fire District ("AFD") Board of Fire Commissioners to disclose that I am President of the Croft Corners Fire Company, Inc. ("Croft Corners"), a not-for-profit volunteer fire company. Due to my position with Croft Corners, I am disclosing my interest in the attached lease agreement between Croft Corners and AFD ("Lease").

Yours truly,

Sean Jacksøn

LEASE

This Lease dated August 17, 2020 by and between CROFT CORNERS FIRE COMPANY, INC., a New York not-for-profit corporation, having an address at 7 Spackenkill Road, Poughkeepsie, New York 12603 ("Landlord") and ARLINGTON FIRE DISTRICT, a district corporation of the State of New York, having an address at 11 Burnett Boulevard, Poughkeepsie, NY 12603 ("Tenant").

The Landlord shall lease to Tenant and Tenant shall lease from Landlord that portion set forth below of the building described in Schedule "A" and Schedule "B" attached hereto (the "Premises") for a term of three (3) years (the "Term") commencing on January 1, 2021 (the "Commencement Date") and terminating on December 31, 2023 (the "Termination Date") at an annual rent ("Rent") as follows:

Annual Rent	Monthly Rent
\$66,000.00	\$5,500.00
\$66,000.00	\$5,500.00
\$66,000.00	\$5,500.00
	\$66,000.00 \$66,000.00

The Rent shall be paid in equal monthly installments commencing on January 1, 2021 and on the first day of each succeeding month during the Term. In addition, Tenant shall pay as additional rent the amount of \$12.00 per month on the first day of each month during the Term for bathroom supplies which shall be provided by Landlord during the Term.

The Tenant shall have the option to renew the Lease for seven (7), separate one (1) year terms commencing on each January 1st and terminating on the following December 31st of each year during the period of January 1, 2024 through December 31, 2030. In 2024, the rent shall be \$51,000.00 and shall increase 2.00% per annum for year 2026 through 2030. Commencing for lease year 2024, the Tenant may choose to renew the lease by notifying the other party in writing no later than June 30th of the year in which the lease expires of its desire to renew the lease.

The Landlord agrees to renovate the Leased Premises as agreed to in paragraphs numbered 3 and 4 below and Schedule "B". The Tenant shall pay to the Landlord Two Hundred Forty Eight Thousand (\$248,000) as additional rent to be used solely for the renovation of the Leased Premises, excluding labor costs. The Tenant shall be responsible for the cost of all labor to be paid at prevailing wage. The payment of the \$248,000, as additional rent, shall be made as follows: One Hundred Thousand (\$100,000) Dollars upon execution of this lease, Fifty Thousand (\$50,000) Dollars upon the Landlord's receipt of the Certificate of Occupancy. The remaining Forty Eight Thousand (\$48,000) Dollars is included on the next three (3) years of rent.

Upon receipt of the Certificate of Occupancy for the improvements, the Landlord shall provide to the Tenant, a written detailed reconciliation of all expenses incurred in connection with the construction, including, but not limited to materials, engineering and permitting costs, but excluding the cost of labor hereinafter expense. In the event the expense is less than \$248,000, the Tenant shall be entitled to a credit against the rent in an amount not to exceed Sixteen Thousand (\$16,000) Dollars annually until the Tenant is reimbursed for the overage. If the expenses are greater than \$248,000, the Tenant shall pay to the Landlord the excess over the remaining terms of the lease, but in no event to exceed the accumulative amount of Two Hundred Seventy Three Thousand (\$273,000) Dollars. The Landlord shall be responsible to notify the Tenant immediately if during construction, the expenses incurred for the renovation exceed \$248,000. The Tenant shall have no liability for the increased costs unless notified of the overage.

The parties further covenant and agree as follows:

- 1. <u>Use: Shared Space</u>. The Premises shall be used as a fire station for storage and deployment of firematic apparatus and other emergency vehicles and equipment and staffed by no more than five personnel needed for the operation and deployment thereof. Any other use shall require the Landlord's written consent, which consent shall not be unreasonably withheld. The bathroom, Captains office and kitchen areas in the building documented on Schedule "A" shall be shared and used in common by Landlord and Tenant. The assignment of additional career personnel shall be negotiated between the Landlord and the Tenant within the context of this Lease. Upon completion of construction the meeting room shall be exclusive to the Landlord except the Tenant may use the meeting room for training and other District business at mutually convenient times and days.
- 2. <u>Utilities and Services</u>. Landlord shall pay for all utilities and services used or consumed on the Premises when billed, including, without limitation, the following utilities and services: gas, water, electric, garbage, and fuel. Tenant shall reimburse the Landlord for the following: eighty (80%) percent of all electrical expenses, eighty (80%) percent of the natural gas expenses, eighty (80%) of garbage expenses. Landlord shall forward a voucher to Tenant for each month enclosing the prior month's gas, garbage and electric bills establishing the basis of such expenses.

3. Repairs, Alterations.

- (A) The Tenant shall keep the Premises in neat and orderly condition.
- (B) The Tenant may not alter, change, or add to the Premises without Landlord's prior written consent, which shall not be unreasonably withheld.

- (C) In accordance with Schedule "B", the Landlord assumes full responsibility to construct and pay for the construction of a second floor bunk room to accommodate five personnel, a day room and bathroom and shower room to be located over the rear meeting room ("Project"), including labor, material, professional and equipment costs and paying for and securing all permits, approvals, and certifications in conformance with all applicable local, State, or Federal rules, regulations, and laws. Further, the Landlord shall indemnify and defend the Tenant for any claims, damages, fines or liability that may occur due to the Landlord's responsibility to construct and pay for the Project as noted in this subparagraph. Landlord and Tenant shall cooperate to accomplish the construction with the least disruption of the Tenant's use of the premises. No material changes shall be made to Schedule "B" without prior approval of the Tenant.
- (D) The Landlord shall make all repairs to the Premises and other portions of the buildings and grounds owned by Landlord, except that Tenant shall repair damages caused by its use of the Premises.
- 4. Landlord Accommodations. The Landlord will provide the Tenant with a bunkroom for five, a day room, and bathroom and shower room by June 1, 2021. The areas will have appropriate certificates of occupancy. In the event the Landlord becomes aware the construction may not be completed by June 1, 2021, they shall immediately advise the Tenant. Beginning June 1, 2021, the rent will be reduced by Fifty One Thousand (\$51,000) Dollars per year until a Certificate of Occupancy is issued.

The Landlord reserves the right to (a) make such changes and/or substitutions of materials and construction which may be required, authorized and/or approved by the municipal agencies having jurisdiction thereof, provided same are of substantially equal value or quality.

The completion date herein shall be subject to the Landlord's ability to obtain materials from its usual sources and shall be extended due to strikes, lockouts, war, military operations and requirements, national emergencies, abnormal prices, etc., or the installation of public utilities is restricted, curtailed or delayed.

5. Casualty Damage. In case of fire or other damage to the Premises, Landlord will have the right to repair the damage within a reasonable time or cancel this Lease. If such damage renders the Premises unusable for use described in Section 1 above, and Landlord elects to make repairs, Tenant shall pay rent only to the date of the fire or damage and shall resume the payment of rent when Premise become usable. If Landlord decides not to repair the damage, Landlord may cancel the Lease by giving Tenant three (3) days written notice. The Term shall be over at the end of the third day and all accrued rent shall be paid to the date of the damage.

- 6. Condemnation. If substantially all of the Premises are taken for any public or quasipublic purpose by any lawful power or authority by the exercise of the right of condemnation or eminent domain or by agreement among Landlord, Tenant and those authorized to exercise such right, this Lease shall terminate on the date of such taking and the Rent payable by Tenant hereunder shall be apportioned and paid to the date of such taking.
- 7. <u>Assignment and Sublease</u>. Tenant may not sublet all or part of the Premises or assign this Lease or permit any person to use the Premises without the prior written consent of the Landlord.
- 8. Quiet Enjoyment. If Tenant pays the rent and is not in default under this Lease, Tenant may peaceably enjoy and quietly have, hold and enjoy the Premises for the Term of this Lease.
- 9. <u>Insurance</u>. During the Term, Landlord shall procure and maintain policies of insurance described in Schedule "C" and Tenant shall procure and maintain policies of insurance described in Schedule "D" and each party shall provide proof of such insurance to the other. In addition, the Tenant should be named as an additional insured, indemnified, and held harmless against any damages, claim, liability, or other costs that arise as a result of the construction work.
- 10. Notices. Notices under this Lease shall be in writing and shall be deemed to be properly given if sent by courier or registered mail, return receipt requested, or by recognized overnight courier service or by hand delivery to Landlord or Landlord at the address set forth below. All parties may substitute where notice is to be given.

If to:

Croft Corners Fire Company, Inc.

7 Spackenkill Road

Poughkeepsie, NY 12603

With a copy to:

Stephen E. Diamond, Esq.

Stenger, Roberts, Davis & Diamond, LLP

1136 Route 9

Wappingers Falls, NY 12590

If to:

Arlington Fire District 11 Burnett Boulevard Poughkeepsie, NY 12603

With a copy to:

Judith Crelin Mayle, Esq.

Thomas, Drohan, Waxman, Petigrow & Mayle, LLP

2517 Route 52

Hopewell Junction, NY 12533

11. Miscellaneous.

- (A) Captions of sections of this Lease are solely for the convenience of reference and shall not in any way limit, qualify or affect the meaning of the terms and provisions thereof.
- (B) The conditions, covenants and agreements contained in this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- (C) If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, unenforceability shall not affect any other provision of this Lease, but this Lease shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.
- (D) This Lease shall be construed and enforced in accordance with the laws of the State of New York without regard to provisions governing conflicts of laws. The language in all parts of this Lease shall in all cases be construed as a whole according to its fair meaning and not strictly for or against either Landlord or Tenant.
- (E) No covenant, agreement, term or condition of this Lease, to be performed or complied with by either party, shall be changed, modified, altered, waived or terminated except by written instrument of change, modification, alteration, waiver or termination executed by the party against which enforcement of such covenant, agreement, term or condition is sought.
- (F) In the event the Tenant, with the written permission of the Landlord, makes improvements to the demised Premises, Tenant shall, if such written permission so states, be entitled, upon the sale of the Premises by Landlord, to be reimbursed the cost of the Tenant's improvements. The intent of the written approval is to assure that the improvements made increases the value of the real property.
- (G) Landlord hereby grants to Tenant a right of first refusal to purchase the property and improvements in the event Landlord receives a bona fide offer for the same. Upon receipt of said offer, Landlord shall advise Tenant in writing of the offer with a copy of the binder agreement for Tenant's review. Tenant shall exercise the option within thirty (30) days of receiving notification with a closing schedule subject to all requirements of law for Tenant to obtain the requisite funds for the purchase.
- (H) Landlord and Tenant agree that they shall meet on the anniversary of the Lease and review improvements considered necessary by the Tenant for the upkeep and maintenance of the premises and Landlord agrees to perform the agreed maintenance

items during the ensuing year of the lease to be reviewed annually by the parties hereto. Notwithstanding the request by the Tenant, Landlord shall be under no obligation to perform any additional maintenance or improvement except as are required to permit the Tenant quiet enjoyment and except as required to allow the Landlord and Tenant to carry out the terms of this Lease.

- (I) Landlord shall ensure that the Premises are secure at all times and shall maintain self-locking mechanisms on all entry doors (excluding garage doors) to the Premises. The District reserves the right to enhance security needs on the Premises including the placement of video surveillance equipment, if necessary, upon the consent of the Landlord, which consent shall not be unreasonably withheld. Furthermore, to the extent that they are relevant to the Landlord's ownership of the Leased premises, any security tapes or other security records may be made available for Landlord's review during regular business hours. Should Tenant add or replace locks to the premises, keys or combinations shall be provided to the Landlord. In the event the Landlord already maintains video surveillance on the Premises the Landlord agrees to make the security tapes available to Tenant. Said tapes and records shall only be available to the Landlord, Tenant and any necessary third party such as either insurance company representative.
- (J) This Lease contains the entire agreement and understandings between the Landlord and Tenant concerning the Premises and there are no promises, agreements, conditions, understandings, warranties or representations, oral or written, expressed or implied, between them other than as expressly set forth herein.

During the term of this Lease, Landlord and Tenant shall comply with all rules, regulations and laws of all local, state and federal agencies and governments governing Landlord's ownership of and Tenant's use of the Premises.

LANDLORD:

TENANT:

Croft Corners Fire Company, Inc.

Arlington Fire District

Sean Jackson

President

Croft Corners Fire Company

Ralph Chiumento,

Chairman

Board of Fire Commissioners

* and Floor District space.

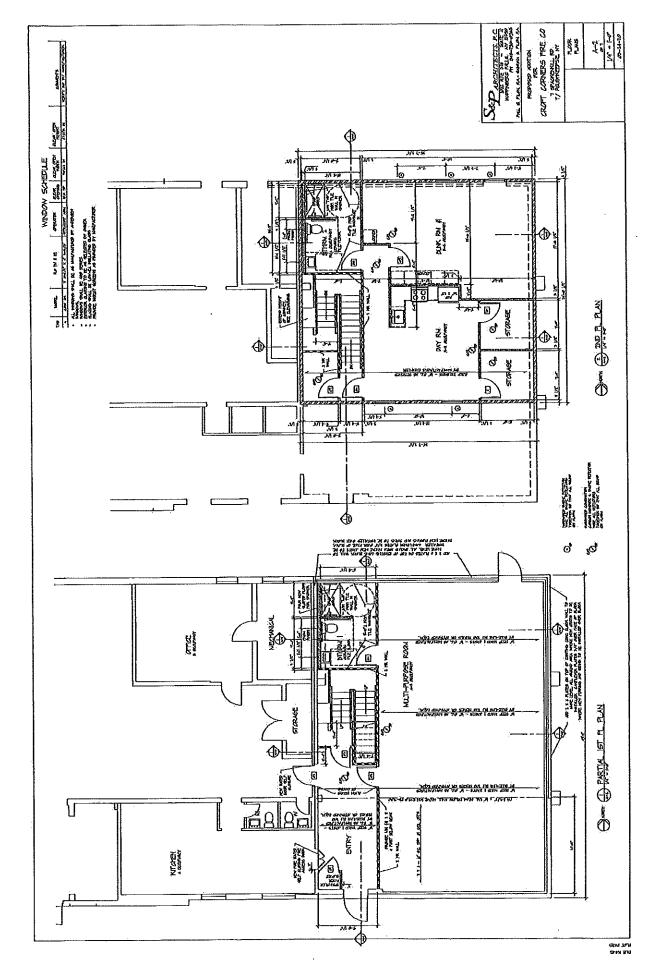
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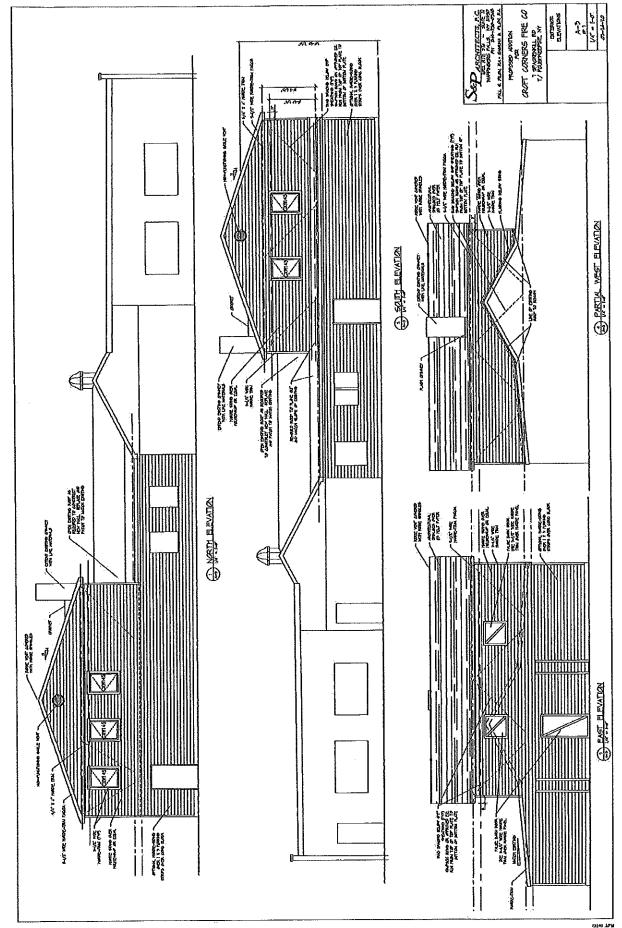
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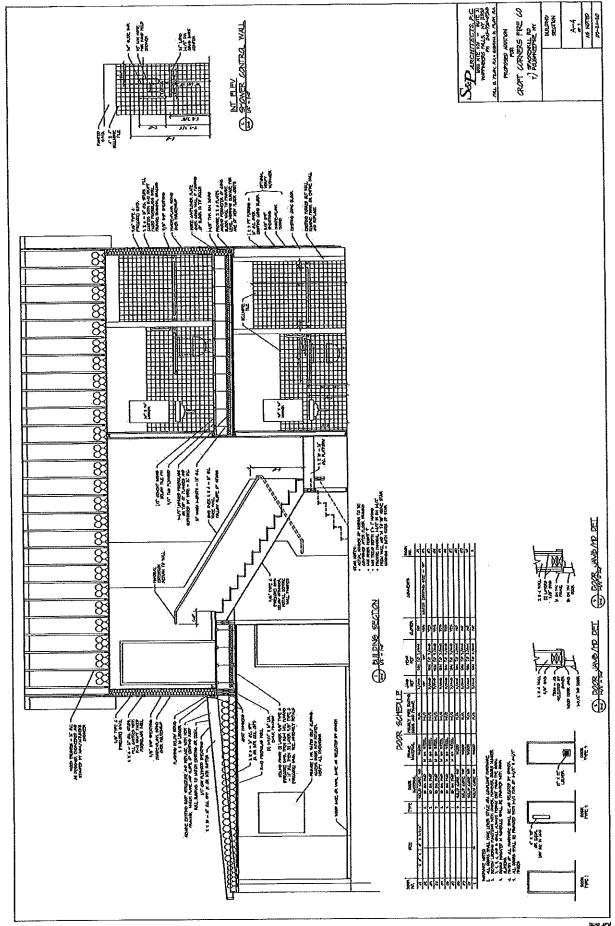
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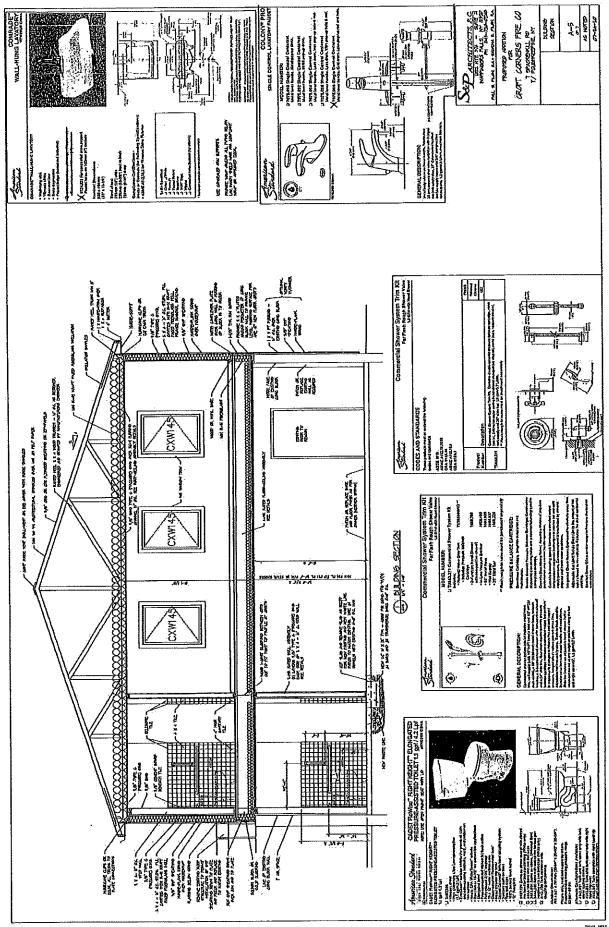
SCHEDULE "A"

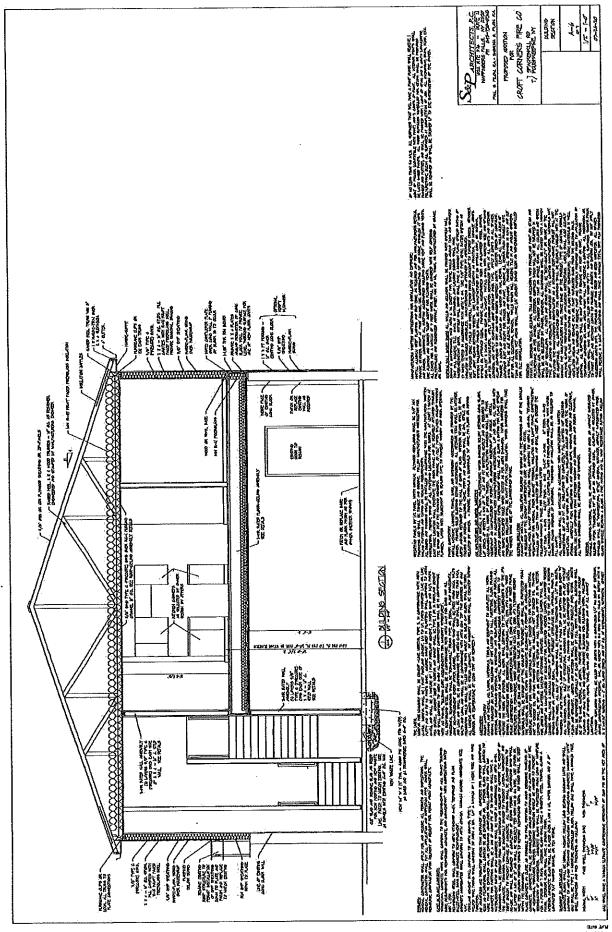
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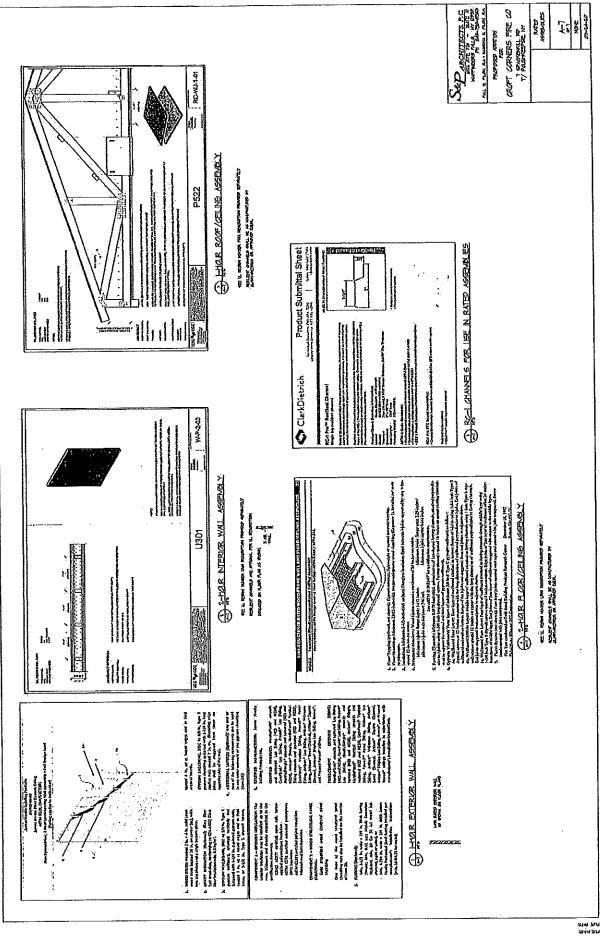












SCHEDULE "C"



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/5/2020 THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in ileu of such endorsement(s). CONTACT Donna Morgan PRODUCER William A. Smith & Son, Inc. PHONE (A/G. No. Exi): 845-561-1706 (A/C, No): 845-561-1697 380 Broadway Newburgh NY 12550 ADDRESS: dmorgan@wasmithandson.com INSURER(S) AFFORDING COVERAGE INSURER A: National Union Fire Insurance Company of Piltsburg CROFCOR-01 INSURED INSURER B : Croft Corners Fire Company Inc Jerry Philipp INSURER C: Spackenkill Rd INSURER D; Poughkeepsle NY 12603 INSURER E : INSURER F **REVISION NUMBER:** CERTIFICATE NUMBER: 1118817241 **COVERAGES** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBR INSD WVD LIMITS POLICY NUMBER TYPE OF INSURANCE EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) X COMMERCIAL GENERAL LIABILITY VFNU-TR-0001632 1/25/2020 1/25/2021 \$ 1,000,000 CLAIMS-MADE X OCCUR \$ 1,000,000 \$ 5,000 MED EXP (Any one person) PERSONAL & ADV INJURY \$ 1,000,000 \$ 3,000,000 **GENERAL AGGREGATE** GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT PRODUCTS - COMP/OP AGG \$3,000,000 OTHER: COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 AUTOMOBILE LIABILITY 1/25/2020 1/25/2021 VFNU-TR-0001532 Α **BODILY INJURY (Per person)** ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY **BODILY INJURY (Per accident)** \$ PROPERTY DAMAGE (Per accident) \$ Х \$ **ÜMBRELLALIAB** EACH OCCURRENCE \$ OCCUR AGGREGATE \$ **EXCESS LIAB** CLAIMS-MADE RETENTION \$ STATUTE WORKERS COMPENSATION AND EMPLOYERS' LIABILITY E.L. EACH ACCIDENT ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? E.L. DISEASE - EA EMPLOYEE (Mandalory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 161, Additional Remarks Schedule, may be attached if more space is required) Volunteer Fire Department CANCELLATION CERTIFICATE HOLDER SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. **Arlington Fire District** 11 Burnett Blvd AUTHORIZED REPRESENTATIVE

Poughkeepsle NY 12603

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DATE (MINIDDIYYYY)

CERTIFICATE OF LIABILITY INSURANCE

03/02/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION CERTIFICATE DOES NOT APPIRMATIVELY OR NEGATIVELY AND BELOW, THIS CERTIFICATE OF INSURANCE DOES NOT CONTREPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLD	NEND, EXTER STITUTE A C ER.	CONTRACT	BETWEEN 1	THE ISSUING INSURER(8), AU	THORIZED
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Polighkeepele, NY 12603	AUTHO	AUTHORIZED REPRESENTATIVE				

ACORD 26 (2016/03)

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ORIGINAL

ADDENDUM TO LEASE BETWEEN CROFT CORNERS FIRE COMPANY, INC AND ARLINGTON FIRE DISTRICT

WHEREAS, the Landlord and Tenant executed a Lease dated August 17, 2020; and

WHEREAS, the Parties wish to make amendments to the terms of the August 17, 2020 Lease.

NOW, THEREFORE, it is agreed between the Parties as follows:

1. The fifth paragraph on page 1 of the Lease shall be replaced as follows:

"The Landlord agrees to renovate the Leased Premises as agreed to in paragraphs numbered 3 and 4 below and Schedule B. The Tenant shall pay to the Landlord Two Hundred Thousand (\$248,000) to be used solely for the renovation of the Leased Premises, excluding labor costs. The Landlord shall be responsible for the cost of all labor which shall be paid at prevailing wage. The payment of the \$248,000 shall be made as follows: One Hundred Thousand (\$100,000) Dollars upon execution of this lease, Fifty Thousand (\$50,000) Dollars upon completion of the rough in (define) and Fifty Thousand (\$50,000) Dollars upon the Landlord's receipt of the Certificate of Occupancy. The remaining Forty Eight Thousand (\$48,000) Dollars is included on the next three (3) years rent."

Except as modified herein, the Lease dated August 17, 2020 shall remain in full force and effect.

LANDLORD:

Croft Corners Fire Company, Inc.

Sean Jackson, President

TENANT:

Arlington Fire District

Ralph Chiumento, Jr., Chairman

Board of Fire Directors

ADDENDUM TO LEASE AGREEMENT BETWEEN CROFT CORNERS FIRE COMPANY, INC. AND ARLINGTON FIRE DISTRICT



WHEREAS, the Landlord and Tenant executed a Lease dated August 17, 2020; and

WHEREAS, the Parties wish to make an amendment to the terms of the August 17, 2020 Lease.

NOW, THEREFORE, it agreed between the Parties as follows:

- 1. The third paragraph on page 3 of the Lease shall be replaced as follows:
- "4. Landlord Accommodations. The Landlord will provide Tenant with a bunkroom for five; a day room; a bathroom and shower room by November 1, 2021. The areas will have appropriate Certificates of Occupancy. In the event the Landlord becomes aware the construction may not be completed by November 1, 2021, they shall immediately advise the Tenant. Beginning November 1, 2021, the rent will be reduced by Fifty One Thousand (\$51,000) Dollars per year until a Certificate of Occupancy is issued.

The Landlord reserves the right to make such changes and/or substitutions of materials and construction which may be required, authorized and/or approved by the Municipal agencies having jurisdiction thereof, provided same are substantially equal value or quality.

The completion date herein shall be subject to the Landlord's ability to obtain materials from its usual sources and shall be extended due to strikes, lockouts, war, military operations and requirements, national emergencies, abnormal prices, etc., or the installation of public utilities is restricted, curtailed or delayed."

Except as modified herein, the Lease dated August 17, 2020 shall remain in full force and effect.

LANDLORD:	TENANT:
Croft Corners Fire Company, Inc.	Arlington Fire District
Sean Jackson President	Ralph Chiumento, Jr. Chairman Board of Fire Commissioners

Dated: 3/15/21 Dated: 3/15/21

SECOND ADDENDUM TO LEASE AGREEMENT BETWEEN CROFT CORNERS FIRE COMPANY, INC. AND ARLINGTON FIRE DISTRICT

WHEREAS, the Landlord and Tenant executed a Lease dated August 17, 2020; and

WHEREAS, the Parties wish to make an amendment to the terms of the August 17, 2020 Lease.

NOW, THEREFORE, it is agreed between the Parties as follows:

1. The fifth paragraph on page 1 of the Lease shall be replaced as follows:

The Landlord agrees to renovate the Leased Premises as agreed to in paragraphs numbered 3 and 4 below and Schedule "B". The Tenant shall pay to the Landlord Three Hundred Twenty Five Thousand (\$325,000) as additional rent to be used solely for the renovation of the Leased Premises, excluding labor costs. The Landlord shall be responsible for all labor costs to be paid at the prevailing wage, if required by law. The payment of the \$325,000, as additional rent, shall be made as follows: One Hundred Fifty Thousand (\$150,000) Dollars upon execution of this lease, Seventy Five Thousand (\$75,000) Dollars upon completion of the rough in and Fifty Thousand (\$50,000) Dollars upon the Landlord's receipt of the Certificate of Occupancy. The remaining Fifty Thousand (\$50,000) is included on the next three (3) years of rent.

2. The first paragraph on page 2 of the Lease shall be replaced as follows:

Upon receipt of the Certificate of Occupancy for the improvements, the Landlord shall provide to the Tenant, a written detailed reconciliation of all expenses incurred in connection with the construction, including, but not limited to materials, engineering and permitting costs, but excluding the cost of labor hereinafter expense. In the event the expense is less than \$325,000, the Tenant shall be entitled to a credit against the rent in an amount not to exceed \$16,000 annually until the Tenant is reimbursed for the coverage. If the expenses are greater than \$325,000, the Tenant shall pay to the Landlord the excess over the remaining terms of the lease, but in no event to exceed the accumulative amount of Three Hundred Fifty Thousand (\$350,000). The Landlord shall be responsible to notify the Tenant immediately if during construction, the expenses incurred for the renovation exceed \$325,000. The Tenant shall have no liability for the increased costs unless notified of the coverage.

Except as modified herein, the Lease dated August 17, 2020 shall remain in full force and effect.

LANDLORD:

Croft Corners Fire Company, Inc.

Sean Jackson President

Dated: 4/20/21

TENANT:

Arlington Fire District

Kalph Chiumento, Jr., Chairman Board of Fire Commissioners

Dated: 4/5/21

ADDENDUM TO LEASE AGREEMENT BETWEEN CROFT CORNERS FIRE COMPANY, INC. AND ARLINGTON FIRE DISTRICT

WHEREAS, the Landlord and Tenant executed a Lease dated August 17, 2020; and

WHEREAS, the Parties wish to make an amendment to the terms of the August 17, 2020 Lease.

NOW, THEREFORE, it agreed between the Parties as follows:

- 1. The third paragraph on page 3 of the Lease shall be replaced as follows:
- "4. Landlord Accommodations. The Landlord will provide Tenant with a bunkroom for five; a day room; a bathroom and shower room by April 1, 2022. The areas will have appropriate Certificates of Occupancy. In the event the Landlord becomes aware the construction may not be completed by April 1, 2022, they shall immediately advise the Tenant. Beginning April 1, 2022, the rent will be reduced by Fifty One Thousand (\$51,000) Dollars per year until a Certificate of Occupancy is issued.

The Landlord reserves the right to make such changes and/or substitutions of materials and construction which may be required, authorized and/or approved by the Municipal agencies having jurisdiction thereof, provided same are substantially equal value or quality.

The completion date herein shall be subject to the Landlord's ability to obtain materials from its usual sources and shall be extended due to strikes, lockouts, war, military operations and requirements, national emergencies, abnormal prices, etc., or the installation of public utilities is restricted, curtailed or delayed."

Except as modified herein, the Lease dated August 17, 2020 shall remain in full force and effect.

LANDLORD:

TENANT:

Croft Corners Fire Company, Inc.

Arlington Fire District

Sean Jackson, President

Ralph Chiumento, Jr., Chariman

Board of Fire Commissioners

Dated: 10/22/21

Dated: 10/18/21



Arlington Fire District

11 Burnett Boulevard Poughkeepsie, NY 12603 www.afd.org Business: (845) 486-6300 Fax: (845) 486-6322

For Emergencies **DIAL 911**

"Safeguarding Our Community"

December 10, 2021

Croft Corners Fire Company 7 Spackenkill Road Poughkeepsie, NY 12603 ATTN: Sean Jackson, President

Sean,

As per the lease agreement dated August 17, 2020 between Croft Corners Fire Company, Inc. ("Landlord") and the Arlington Fire District ("Tenant"), the Tenant is required to notify the Landlord in writing the desire to extend the lease agreement.

At the December 6, 2021 Board of Fire Commissioners meeting, the Board voted unanimously to exercise their right under the agreement to renew the lease for the year 2024. In 2024, the rent shall be \$51,000.00.

Please include this notification with the current lease agreement.

Should you have any questions or concerns, please contact the Board of Fire Commissioners.

Sincerely,

Renee O'Neill

District Secretary

Rence Oherer

LEASE

This Lease dated August 17, 2020 by and between CROFT CORNERS FIRE COMPANY, INC., a New York not-for-profit corporation, having an address at 7 Spackenkill Road, Poughkeepsie, New York 12603 ("Landlord") and ARLINGTON FIRE DISTRICT, a district corporation of the State of New York, having an address at 11 Burnett Boulevard, Poughkeepsie, NY 12603 ("Tenant").

The Landlord shall lease to Tenant and Tenant shall lease from Landlord that portion set forth below of the building described in Schedule "A" and Schedule "B" attached hereto (the "Premises") for a term of three (3) years (the "Term") commencing on January 1, 2021 (the "Commencement Date") and terminating on December 31, 2023 (the "Termination Date") at an annual rent ("Rent") as follows:

Lease Year	Annual Rent	Monthly Rent
January 1, 2021 to December 31, 2021	\$66,000.00	\$5,500.00
January 1, 2022 to December 31, 2022	\$66,000.00	\$5,500.00
January 1, 2023 to December 31, 2023	\$66,000.00	\$5,500.00

The Rent shall be paid in equal monthly installments commencing on January 1, 2021 and on the first day of each succeeding month during the Term. In addition, Tenant shall pay as additional rent the amount of \$12.00 per month on the first day of each month during the Term for bathroom supplies which shall be provided by Landlord during the Term.

The Tenant shall have the option to renew the Lease for seven (7), separate one (1) year terms commencing on each January 1st and terminating on the following December 31st of each year during the period of January 1, 2024 through December 31, 2030. In 2024, the rent shall be \$51,000.00 and shall increase 2.00% per annum for year 2026 through 2030. Commencing for lease year 2024, the Tenant may choose to renew the lease by notifying the other party in writing no later than June 30th of the year in which the lease expires of its desire to renew the lease.

The Landlord agrees to renovate the Leased Premises as agreed to in paragraphs numbered 3 and 4 below and Schedule "B". The Tenant shall pay to the Landlord Two Hundred Forty Eight Thousand (\$248,000) as additional rent to be used solely for the renovation of the Leased Premises, excluding labor costs. The Tenant shall be responsible for the cost of all labor to be paid at prevailing wage. The payment of the \$248,000, as additional rent, shall be made as follows: One Hundred Thousand (\$100,000) Dollars upon execution of this lease, Fifty Thousand (\$50,000) Dollars upon the Landlord's receipt of the Certificate of Occupancy. The remaining Forty Eight Thousand (\$48,000) Dollars is included on the next three (3) years of rent.

ORIGINAL

ADDENDUM TO LEASE BETWEEN CROFT CORNERS FIRE COMPANY, INC AND ARLINGTON FIRE DISTRICT

WHEREAS, the Landlord and Tenant executed a Lease dated August 17, 2020; and

WHEREAS, the Parties wish to make amendments to the terms of the August 17, 2020 Lease.

NOW, THEREFORE, it is agreed between the Parties as follows:

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TENANT:

Except as modified herein, the Lease dated August 17, 2020 shall remain in full force and effect.

LANDLORD:

Croft Corners Fire Company, Inc.

Ralph Chiumento, Jr., Chairman

Arlington Fire District

Board of Fire Directors



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/18/2022

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PRODUCER							CONTACT Christina Pugliese							
Mars	Marshall & Sterling, Inc.						PHONE (845) 331-2255 FAX (A/C, No, Ext): (845) 331-4425 E-MAIL ADDRESS: Cpugliese@marshallsterling.com				331-4425			
407	Hurle	ey Avenue						E-MAIL ADDRES	ss: cpugliese	@marshallsterl	ing.com			
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ADDENDUM TO LEASE AGREEMENT BETWEEN CROFT CORNERS FIRE COMPANY, INC. AND ARLINGTON FIRE DISTRICT

WHEREAS, the Landlord and Tenant executed a Lease dated August 17, 2020; and

WHEREAS, the Parties wish to make an amendment to the terms of the August 17, 2020 Lease.

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The Landlord reserves the right to make such changes and/or substitutions of materials and construction which may be required, authorized and/or approved by the Municipal agencies having jurisdiction thereof, provided same are substantially equal value or quality.

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Except as modified herein, the Lease dated August 17, 2020 shall remain in full force and effect.

TENANT:
Arlington Fire District
AlhClif
Ralph Chiumento, Jr., Chairman
Board of Fire Commissioners

Dated: $\frac{3/31/22}{2}$ Dated: $\frac{3/31/22}{2}$



Arlington Fire District

11 Burnett Boulevard Poughkeepsie, NY 12603 www.afd.org Business: (845) 486-6300 Fax: (845) 486-6322

For Emergencies DIAL 911

"Safeguarding Our Community"

October 20, 2022

Croft Corners Fire Company 7 Spackenkill Road Poughkeepsie, NY 12603 ATTN: Sean Jackson, President

Sean,

As per the lease agreement dated August 17, 2020 between the Croft Corners Fire Company ("Landlord") and the Arlington Fire District ("Tenant"), the Tenant is required to notify the Landlord in writing the desire to extend the lease agreement.

The Landlord submitted a letter dated October 18, 2022 to the Tenant requesting that the Board of Fire Commissioners consider exercising the option to extend the current lease agreement through the end of 2025 with the agreed upon rent amount of \$51,000 for the year. This represents a zero percent increase over the year 2024, as previously agreed upon.

At the October 19, 2022 Board of Fire Commissioners meeting, the Board voted unanimously to extend the lease agreement through 2025.

Sincerely,

Renee O'Neill

District Secretary

Croft Corners Volunteer Fire Company

Arlington Fire District Engine Company 5 Croft Corners Fire Company, Inc.

CROFT CORNERS

7 Spackenkill Road, Poughkeepsie, NY 12603

October 18, 2022

The Croft Corners Fire Company is requesting the Arlington Fire District Board of Fire Commissioners to exercise the option to extend our current lease through the end of 2025. We are requesting that Board approve the extension to the current lease to include 2025, with the agreed upon amount to be \$51,000 for the year. This rent amount represents a zero percent increase over the year 2024 as previously agreed upon.

Thank you,
Sean Jackson
Sean Jackson
President





