



# 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 6, 2025

### ATTENDEES:

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

Chief: William Steenbergh – (absent)  
Deputy Chief: Adam Kangas  
Assistant Chief: Eric Philipp  
Director of EMS: David Violante  
District Secretary: Renee O'Neill  
Treasurer: James Passikoff

Comm. Dore opened the Organizational Meeting for January 6, 2025 at 6:03 p.m. and took a roll call of attendees.

Comm. Valdez made a motion to designate Rich Dore to act as a temporary Chairman until such time the Chairman is elected. Seconded by Comm. Chiumento.

- Motion Carried, 5 – 0 – 0

### 1. NEWLY ELECTED COMMISSIONER TO TAKE OATH OF OFFICE

Comm. Chiumento took his Oath of Office on January 6, 2025 and it was filed with the Town of Poughkeepsie Town Clerk.

### 2. ELECTION OF CHAIRMAN OF THE BOARD OF FIRE COMMISSIONERS

Comm. Valdez made a motion to elect Rich Dore for Chairman. Seconded by Comm. Chiumento.

- Motion Carried, 5 – 0 – 0

Chairman Dore took over the remainder of the meeting.

3. **APPOINTMENT OF VICE CHAIRMAN FOR 2025**

Comm. Valdez made a motion to elect Ralph Chiumento as Vice-Chairman. Seconded by Comm. Van Itallie.

- Motion Carried, 5 – 0 – 0

4. Chairman Dore 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**

Chairman Dore reported that District Secretary O’Neill’s contract was approved on December 16, 2024 to be effective January 1, 2025.

Comm. Chiumento made a motion to approve Renee O’Neill as District Secretary. Seconded by Comm. Jackson.

- Motion Carried, 5 – 0 – 0

District Secretary O’Neill took her Oath of Office on January 7, 2025, and it was filed with the Town of Poughkeepsie Town Clerk.

6. **APPOINTMENT OF DISTRICT ATTORNEY’S**

Chairman Dore reported that the retainer is \$9,500 for the first 50 hours.

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

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

Comm. Chiumento made a motion to approve them at the rate of \$9,500 for the first 50 hours. Seconded by Comm. Jackson.

- Motion Carried, 5 – 0 – 0

7. **APPOINTMENT OF DISTRICT TREASURER**

Chairman Dore reported that the salary for the Treasurer is \$43,600 as per the 2025 budget.

Comm. Van Itallie made a motion to appoint Jim Passikoff to be Treasurer for 2025. Seconded by Comm. Chiumento.

- Motion Carried, 5 – 0 – 0

Treasurer Passikoff took his Oath of Office on January 6, 2025, and it was 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, 2025*)

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, 2024 through March 1, 2025*)

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

- Motion Carried, 5 – 0 – 0

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 in addition;

5. Any other claims for payment where finance or interest charges may be incurred.
6. On time payment processing for reoccurring vendor obligations.

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

- Motion Carried, 5 – 0 – 0

9. **APPOINTMENT OF DISTRICT NEWSPAPER**

Comm. Jackson made a motion to approve the Poughkeepsie Journal the District's official newspaper. Seconded by Comm. Van Itallie.

Brief discussion.

- 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. Citizens Bank

Comm. Chiumento made a motion to approve. Seconded by Comm. Jackson.

- Motion Carried, 5 – 0 – 0

11. **SIGNATURES OF CHECKS**

*Set forth 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.*

Chairman Dore stated we have four signers and the Commissioner who opens the banks statements cannot be a signer. He would like to keep it the same.

Comm. Chiumento made a motion to have Comm. Valdez, Comm. Jackson, Comm. Dore and Comm. Van Itallie to be the four signators. Seconded by Comm. Van Itallie.

- Motion Carried, 5 – 0 – 0

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

Comm. Chiumento made a motion to approve. Seconded by Comm. Jackson.

- Motion Carried, 5 – 0 – 0

13. **DESIGNATION OF BOFC MEETING DATES**

The location and time of the meeting may be changed by further resolution of the Board of Fire Commissioners upon proper notification to the local media of such change. All meetings of the Arlington Fire District Board of Fire Commissioners are open to the public.

Discussion. The following will be the dates of the Boad meetings beginning at 6:00 p.m. at Headquarters, unless otherwise noted.

Monday, January 27, 2025

Monday, February 10, 2025

Monday, February 24, 2025

Monday, March 10, 2025

Monday, March 24, 2025

Monday, April 7, 2025

Monday, April 21, 2025

Monday, May 5, 2025

Monday, May 19, 2025

Monday, June 2, 2025

Monday, June 16, 2025

Monday, July 7, 2025

Monday, July 21, 2025

Monday, August 4, 2025  
Monday, August 18, 2025

Monday, September 8, 2025  
Monday, September 22, 2025

Monday, October 6, 2025  
Monday, October 20, 2025

Monday, November 3, 2025  
Monday, November 17, 2025

Monday, December 1, 2025  
Monday, December 15, 2025

The District Secretary notified the Poughkeepsie Journal on January 7, 2025 of the meeting dates as required by the provisions of the Open Meetings Law of the State of New York.

14. **MEMBERSHIPS**

District:

- Association of Fire Districts of the State of New York - \$500.00
- Association of Fire Districts of Dutchess County - \$175.00
- New York Association of Local Government Records Officers (NYALGRO) - \$50.00

Chiefs:

- International Association of Fire Chiefs – \$153.00
- New York State Association of Fire Chiefs – \$200.00
- Fire Chiefs Council of Dutchess County – \$100.00
- New York State Career Fire Chiefs – \$50.00 (Does not include \$40 per meeting fee and/or lodging fees, if applicable)
- Westchester County Career Chiefs – \$200.00

EMS:

- Dutchess County EMS Council – \$150.00
- New York State Volunteer Ambulance & Rescue Association – \$150.00

Fire Prevention

- National Association of Fire Investigators (NAFI)  
Up to (8) Individual Memberships \$60 each (Fire Investigators)

- International Association of Arson Investigators (IAAI – NYS Chapter 23)  
Up to (8) Individual Memberships \$140 each (Fire Investigators)
- National Fire Protection Association (NFPA)  
(1) Individual Membership \$225 (Fire Prevention Officer)
- NYS Building Officials Conference Mid-Hudson Valley Chapter (NYSBOC)  
(1) Individual Membership \$235 (Fire Prevention Officer)
- NFPA LiNK - Codes & Standards Access  
(1) Department Membership \$557.99 (All officers have access)
- International Codes Council - New York State Codes Collection  
(1) Department Membership \$481 (All officers have access)

Comm. Chiumento made a motion to approve the organizations as stated on the agenda. Seconded by Comm. Jackson.

- Motion Carried, 5 – 0 – 0

15. **REVIEW, RE-EXAMINE LEASES & CONTRACTS**

Chairman Dore reported that all leases and contracts are all current.

16. **REVIEW AND AFFIRM OF FIRE DISTRICT POLICIES**

A. All Fire Commissioners, Chiefs, Director of EMS, and Personnel Administrator will sign the Code of Ethics.

17. **APPOINTMENT OF COMMITTEES FOR 2025**

Chairman Dore asked the Board members to let him know if they are interested in specific committees.

- 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
- Q. Croft Lease
- R. Rochdale Lease

18. **DEPARTMENT ELECTION RESULTS**

At the Department Election held on December 5, 2024, Eric Philipp ran unopposed for the position of Assistant Chief and received four (4) votes.

Comm. Chiumento made a motion that the Secretary casted one ballot. Seconded by Comm. Jackson.

- Motion Carried, 5 – 0 – 0

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

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

- Motion Carried, 5 – 0 – 0

Assistant Chief Eric Philipp took his Oath of Office on January 6, 2025, and it has been filed with the Town of Poughkeepsie Town Clerk.

19. **APPOINTMENT OF ADDITIONAL RECORDS MANAGEMENT OFFICER**

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

Comm. Chiumento made a motion to approve. Seconded by Comm. Jackson.

- Motion Carried, 5 – 0 – 0

20. **AUTHORIZATION OF SCHOOL REQUESTS**

Authorize Chief or Deputy 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. Jackson.

- Motion Carried, 5 – 0 – 0

21. **AUTHORIZATION OF USE OF MEETING ROOMS**

Authorize Chief or Deputy 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. **APPOINTMENT OF MEDICAL DIRECTOR FOR THE DISTRICT**

Comm. Jackson made a motion to approve Dr. Gary Neifield as the Medical Director for the District. Seconded by Comm. Chiumento.

- Motion Carried, 5 – 0 – 0

Comm. Jackson read a letter regarding his disclosure of interest for being President of Croft Corners Fire Company. (attached)

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

Meeting adjourned at 6:29 p.m.

Respectfully Submitted,

Renee O'Neill  
District Secretary



**LEGAL NOTICE**

**PLEASE TAKE NOTICE**, that the Organizational Meeting for the Year 2025 of the Arlington Fire District has been scheduled for the 6th day of January, 2025 at 6:00 p.m. followed by the first regular meeting of the month on that day at 7:00 p.m. 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 Commissioners.

**DATED:** November 22, 2024

**Renee O'Neill**  
District Secretary  
10786964

**AFFIDAVIT OF PUBLICATION**


State of New York  
County of Dutchess

 being duly sworn, deposes and says she is the Principal Clerk of The Poughkeepsie Journal, Division of Gannett Newspaper Subsidiary, publishers of following newspaper and published in the County of Dutchess and the State of New York, of which annexed is a printed copy, out from said newspaper has been published in said newspaper editions dated:

12/11/2024

  
\_\_\_\_\_

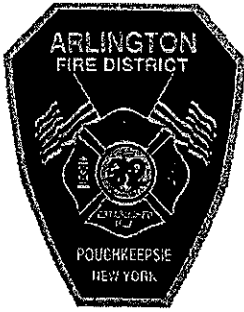
Subscribed and sworn to before me this 11 day of December, 2024

  
\_\_\_\_\_

Notary Public  
State of Wisconsin, County of Brown

VICKY FELTY  
Notary Public  
State of Wisconsin

9-19-25 ep



# BOARD OF FIRE COMMISSIONERS MEETING PUBLIC ATTENDANCE SHEET

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NOTE: This sheet will be attached to the Board of Fire Commissioners meeting minutes as part of the official record. If you agree to have your name as part of the official record and published on our website, please legibly print your name below. Thank you.

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DATE OF MEETING: 1/6/25



ARLINGTON FIRE DISTRICT  
DISCLOSURE OF INTEREST

Date: 01/06/25

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 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,

A handwritten signature in black ink, appearing to read 'Sean Jackson', with a long horizontal flourish extending to the right.

Sean Jackson

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 1<sup>st</sup> and terminating on the following December 31<sup>st</sup> 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 30<sup>th</sup> 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 completion of the rough in 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 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. Use: Shared Space. 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. Utilities and Services. 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.





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.

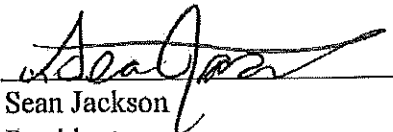
(I) Landlord shall ensure that the Premises are secure at all times and shall maintain self-locking mechanisms on all entry doors (excluding garage doors) to the Premises. The District reserves the right to enhance security needs on the Premises including the placement of video surveillance equipment, 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.

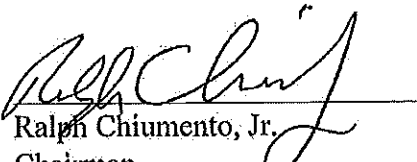
LANDLORD:

Croft Corners Fire Company, Inc.

  
Sean Jackson  
President  
Croft Corners Fire Company

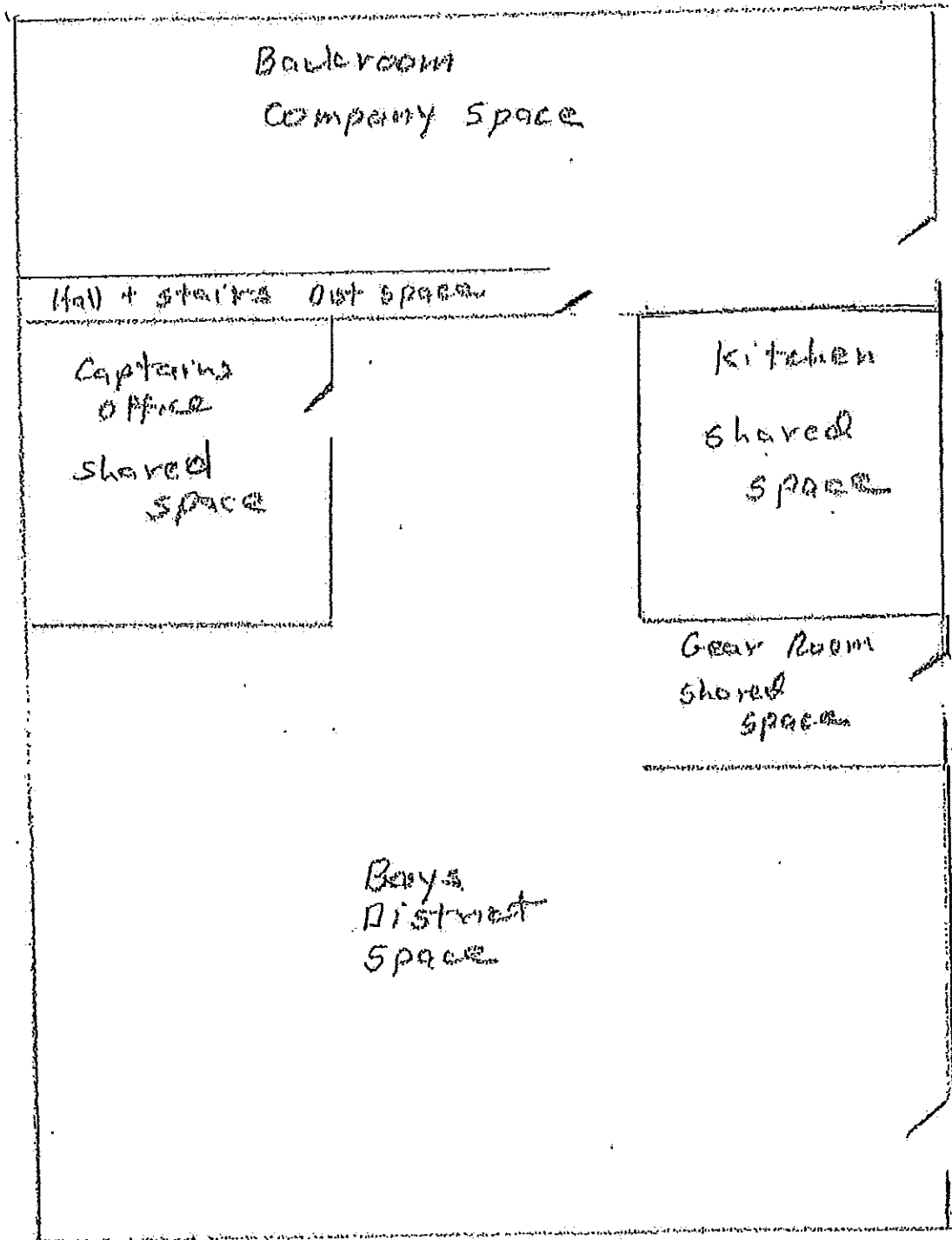
TENANT:

Arlington Fire District

  
Ralph Chiumento, Jr.  
Chairman  
Board of Fire Commissioners

\* 2nd Floor District space

2nd Floor Storage is shared space



District = Tenant

Company = Landlord

SCHEDULE "A"

# SCHEDULE "B"

**GENERAL NOTES:**

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL OTHER APPLICABLE CODES AND REGULATIONS.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

3. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT.

4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT AREAS AT ALL TIMES.

5. PROTECT ALL EXISTING UTILITIES AND STRUCTURES TO REMAIN.

6. ALL DEMOLITION WORK SHALL BE DONE IN ACCORDANCE WITH LOCAL AND STATE REGULATIONS.

7. THE CONTRACTOR SHALL MAINTAIN A SAFE WORKING ENVIRONMENT AT ALL TIMES.

8. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.

9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

10. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT.

**Architects: S&P ARCHITECTS, P.C.**  
 100 WEST 42ND STREET, 10TH FLOOR  
 NEW YORK, NY 10018  
 TEL: 212-693-1234

**Project: GRANT CORNERS FIRE CO**  
 17 FORT WASHINGTON AVENUE  
 NEW YORK, NY 10022

**Area Diagram:**  
 FOUNDATION PLAN  
 AS NOTED  
 07-23-20

**APPARATUS BAYS AND ENTRY PLAN**

SCALE: 1/8" = 1'-0"

**MECHANICAL AND STORAGE PLAN**

SCALE: 1/8" = 1'-0"

**MULTI-PURPOSE ROOM PLAN**

SCALE: 1/8" = 1'-0"

**PLAN OF WORK**

SCALE: 1/8" = 1'-0"

**AREA**

2-4 (STRIP)	250 SQ FT
2-5 (STRIP)	250 SQ FT
2-6 (STRIP)	250 SQ FT
2-7 (STRIP)	250 SQ FT
<b>TOTAL</b>	<b>1000 SQ FT</b>

**PERMITS/REGULATORY REQUIREMENTS**

- DEMOLITION PERMIT - 1000 SQ FT
- FOUNDATION PERMIT - 1000 SQ FT
- DEMOLITION PERMIT - 1000 SQ FT
- FOUNDATION PERMIT - 1000 SQ FT

**WINDOW SCHEDULE**

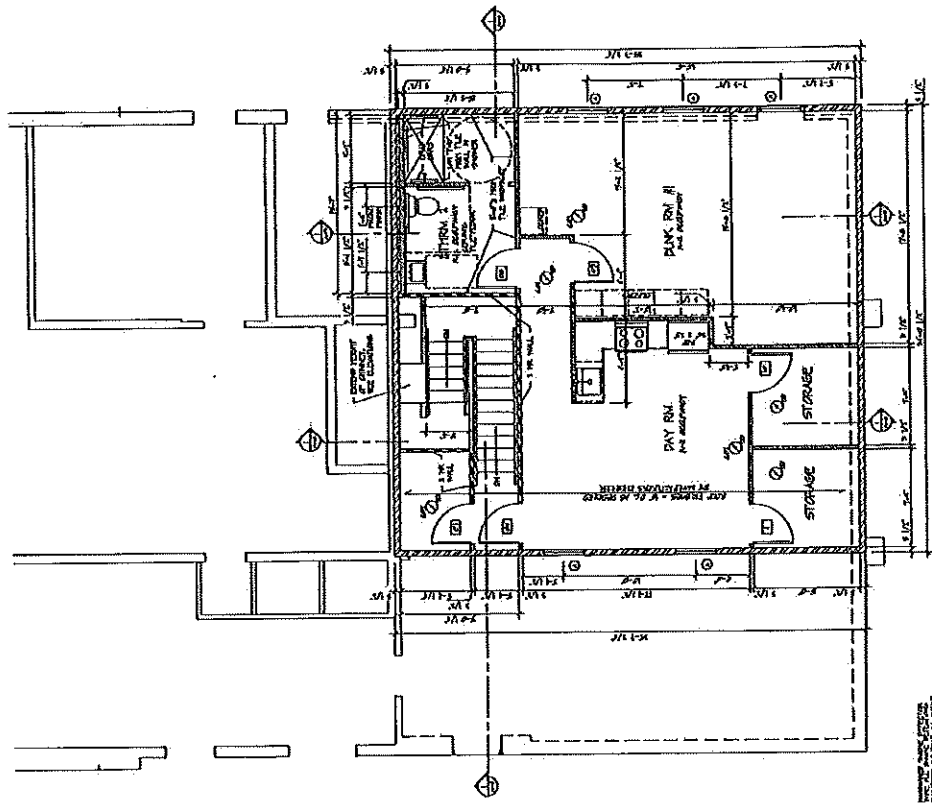
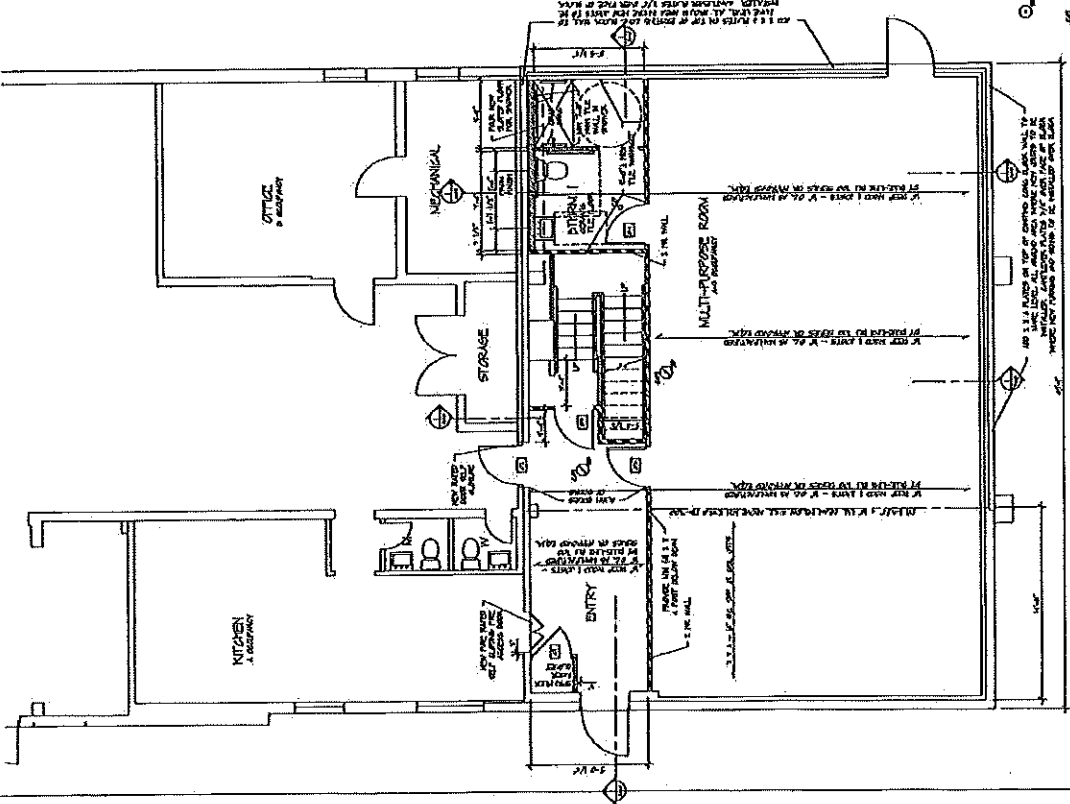
NO.	MARK	SIZE	TYPE	OPERATION	FINISH	REMARKS
1	W-1	4'-0" x 6'-0"	DOUBLE	SLIDING	WOOD	SEE PLAN FOR LOCATION
2	W-2	3'-0" x 4'-0"	DOUBLE	SLIDING	WOOD	SEE PLAN FOR LOCATION
3	W-3	2'-0" x 4'-0"	DOUBLE	SLIDING	WOOD	SEE PLAN FOR LOCATION
4	W-4	3'-0" x 6'-0"	DOUBLE	SLIDING	WOOD	SEE PLAN FOR LOCATION
5	W-5	4'-0" x 8'-0"	DOUBLE	SLIDING	WOOD	SEE PLAN FOR LOCATION

- 1. ALL WINDOWS WILL BE AS SHOWN UNLESS OTHERWISE NOTED.
- 2. ALL WINDOWS TO BE SELECTED BY OWNER.
- 3. ALL WINDOWS TO BE INSTALLED BY CONTRACTOR.
- 4. FINISHES TO BE PROVIDED BY MANUFACTURER.

**S&P ARCHITECTS, P.C.**  
 100 WEST 11TH STREET  
 NEW YORK, NY 10011  
 TEL: 212-255-1234  
 FAX: 212-255-5678

PROPOSED ADDITION  
 FOR  
**CRAFT CORNERS FIRE CO**  
 177 BROADWAY, NY  
 BROOKLYN, NY

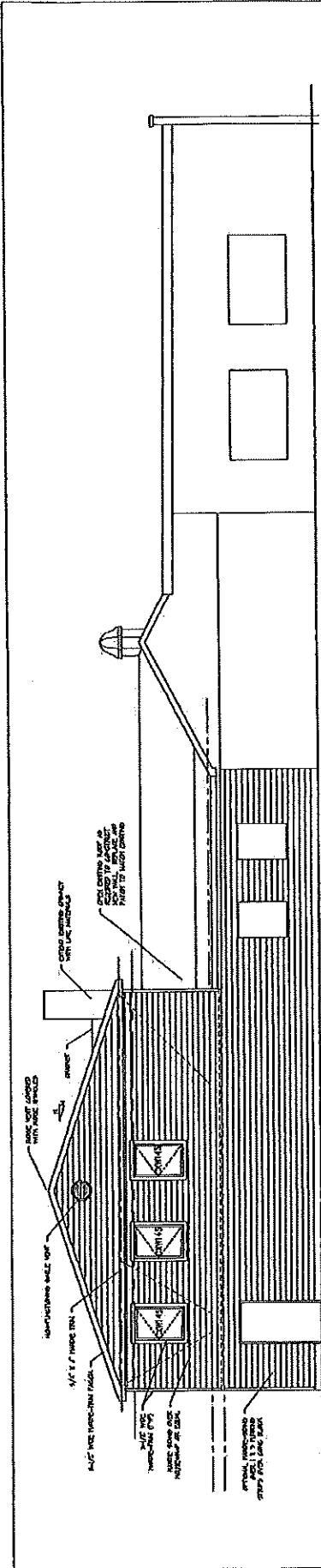
DATE: 01-15-10  
 DRAWN BY: J.S.  
 CHECKED BY: M.K.  
 PROJECT NO.: 10-01-10



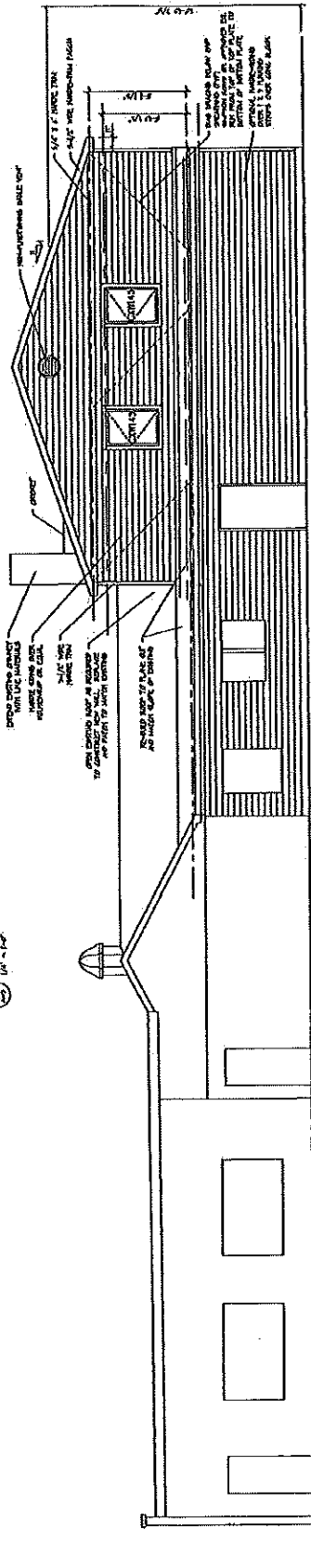
**2ND FL. PLAN**

**PARTIAL 1ST FL. PLAN**

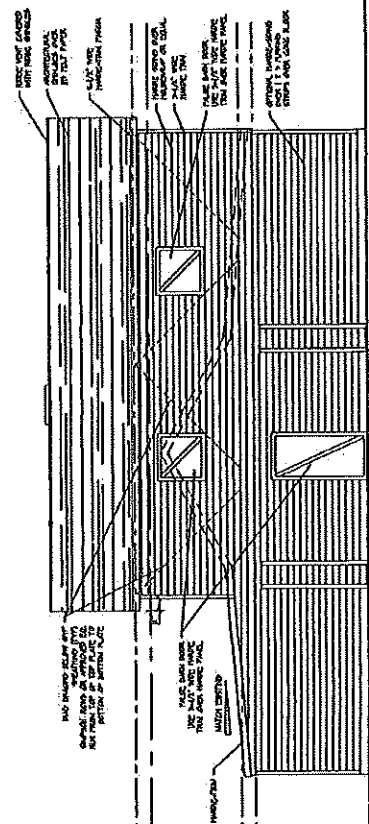
2 of 2



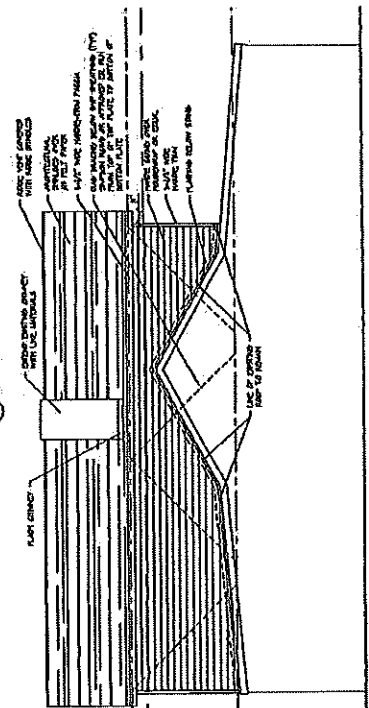
**NORTH ELEVATION**



**SOUTH ELEVATION**



**EAST ELEVATION**



**WEST ELEVATION**

**SEP ARCHITECTS, P.C.**  
 100 WEST 34th STREET, 10th FLOOR  
 NEW YORK, NY 10018-0001  
 TEL: 212 693 1100 FAX: 212 693 1101  
 WWW: WWW.SEPARCH.COM

PROPOSED ADDITION  
 FOR  
**CROFT CORNERS FIRE CO**  
 177 FOLEY AVENUE, NY  
 10013

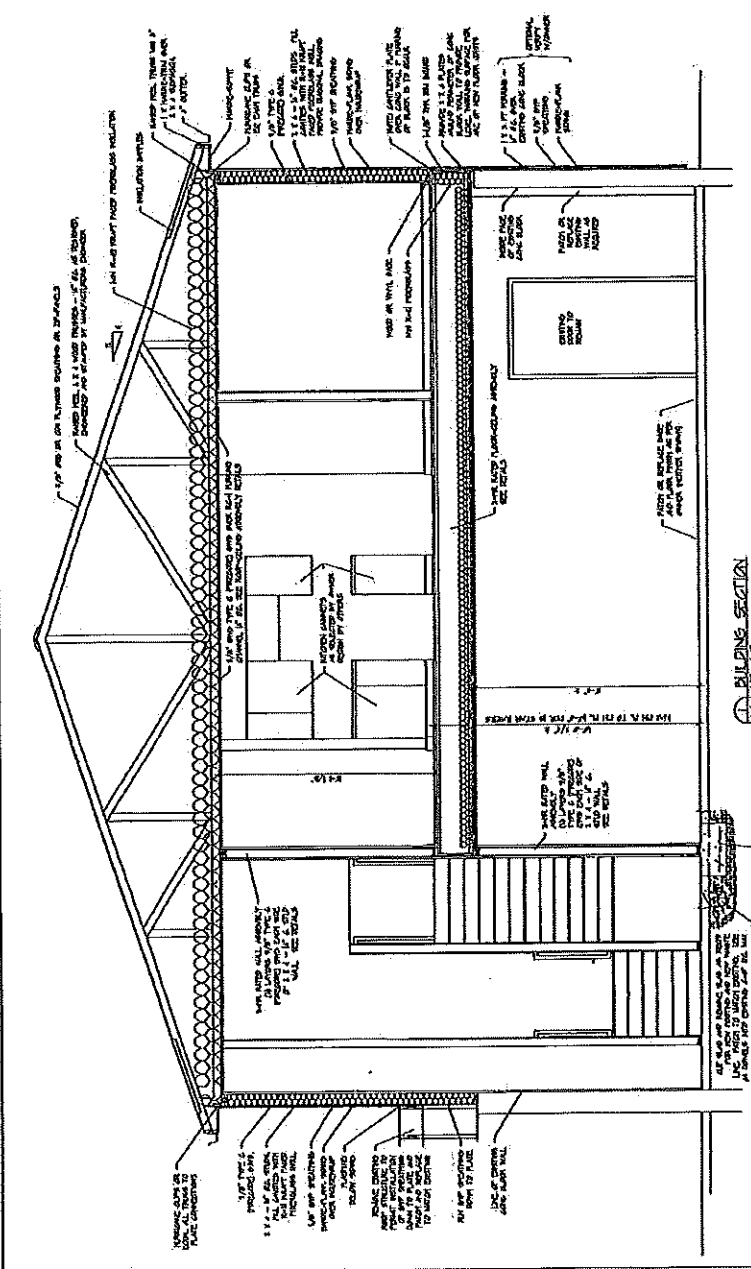
DATE	DESCRIPTION
10/15/11	REVISED
10/15/11	REVISED
10/15/11	REVISED







<b>S&amp;P ARCHITECTS, P.C.</b> 100 WEST 34th STREET, SUITE 200 NEW YORK, NY 10018 TEL: 212-692-1234 FAX: 212-692-1235 WWW.SANDPARCHITECTS.COM	
PROJECT NO. 100-100-100 PROJECT NAME PROJECT LOCATION	SHEET NO. 100-100-100 SHEET TITLE DATE
PROJECT OWNER PROJECT ADDRESS PROJECT CITY/STATE/ZIP	PROJECT NO. 100-100-100 PROJECT NAME PROJECT LOCATION



1. The drawing is a section through the building, showing the structural frame, roof truss system, and interior layout. The drawing includes various annotations such as '1/2\"/>

2. The drawing is a section through the building, showing the structural frame, roof truss system, and interior layout. The drawing includes various annotations such as '1/2\"/>

3. The drawing is a section through the building, showing the structural frame, roof truss system, and interior layout. The drawing includes various annotations such as '1/2\"/>





# 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(ies) 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 lieu of such endorsement(s).

<b>PRODUCER</b> William A. Smith & Son, Inc. 380 Broadway Newburgh NY 12550	<b>CONTACT NAME:</b> Donna Morgan <b>PHONE (A/C No. Ext):</b> 845-561-1706 <b>E-MAIL ADDRESS:</b> dmorgan@wasmithandson.com <b>FAX (A/C No.):</b> 845-561-1697													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: National Union Fire Insurance Company of Pittsburg</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: National Union Fire Insurance Company of Pittsburg		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A: National Union Fire Insurance Company of Pittsburg														
INSURER B:														
INSURER C:														
INSURER D:														
INSURER E:														
INSURER F:														
<b>INSURED</b> Croft Corners Fire Company Inc Jerry Philipp 7 Spackenkill Rd Poughkeepsie NY 12603	CROFCOR-01													

**COVERAGES**

CERTIFICATE NUMBER: 1118817241


REVISION NUMBER:

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			VFNU-TR-0001532	1/25/2020	1/25/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			VFNU-TR-0001532	1/25/2020	1/25/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Volunteer Fire Department

**CERTIFICATE HOLDER****CANCELLATION**

Arlington Fire District 11 Burnett Blvd Poughkeepsie NY 12603	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# SCHEDULE "D"

ARLIFIR-01

DRECKER



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/02/2020

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(ies) 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 lieu of such endorsement(s).

PRODUCER Rose & Kiernan, Inc. 55 Albany Avenue Kingston, NY 12401	AGENCY NAME	PHONE (AG, Ho, Ext): (845) 338-6894	FAX (AG, Ho): (845) 338-0132
	E-MAIL ADDRESS:		
INSURED  Arlington Fire District 11 Burnett Boulevard Poughkeepsie, NY 12603	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A ARCH Insurance Company		11160
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> FAC. <input type="checkbox"/> LOC OTHER:		MEPK07807208	03/01/2020	03/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000 EPLI \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY		MEPK07887208	03/01/2020	03/01/2021	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per accident) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTIONS 0		MEUM07900808	03/01/2020	03/01/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 20,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NY) <input checked="" type="checkbox"/> Y <input type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE <input type="checkbox"/> CYR-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - RA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Operations usual to the business of the named insured.

CERTIFICATE HOLDER  Croft Corners Fire Company Inc. 7 Spackenkill Road Poughkeepsie, NY 12605	CANCELLATION  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

**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.

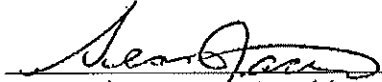
NOW, THEREFORE, it is agreed between the Parties as follows:

- 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

BOFC approved 10/5/20

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

ORIGINAL

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.

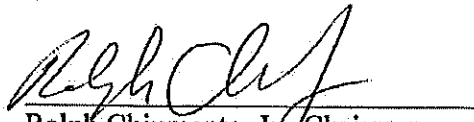
LANDLORD:

Croft Corners Fire Company, Inc.

  
Sean Jackson, President

TENANT:

Arlington Fire District

  
Ralph Chiumento, Jr., Chairman  
Board of Fire Commissioners

Dated: 3/16/21

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  
  
Ralph Chiumento, Jr., Chairman  
Board of Fire Commissioners

Dated: 4/15/21

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:


Croft Corners Fire Company, Inc.

  
Sean Jackson, President

Dated: 10/22/21

TENANT:

Arlington Fire District

  
Ralph Chiumento, Jr., Chairman  
Board of Fire Commissioners

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

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 1<sup>st</sup> and terminating on the following December 31<sup>st</sup> 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 30<sup>th</sup> 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 completion of the rough in 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 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:

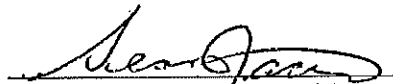
1. The fifth paragraph on page 1 of the Lease shall be replaced as follows:

“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

BOFC approved 10/5/20



# CERTIFICATE OF LIABILITY INSURANCE

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

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(ies) 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 lieu of such endorsement(s).

<b>PRODUCER</b> Marshall & Sterling, Inc. 407 Hurley Avenue  Kingston NY 12402		<b>CONTACT NAME:</b> Christina Pugliese <b>PHONE (A/C, No, Ext):</b> (845) 331-2255 <b>FAX (A/C, No):</b> (845) 331-4425 <b>E-MAIL ADDRESS:</b> cpugliese@marshallsterling.com	
<b>INSURED</b> Arlington Fire District 11 Burnett Blvd  Poughkeepsie NY 12603		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> National Union Fire Ins Co of Pittsburg PA <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 19445	

**COVERAGES**                      **CERTIFICATE NUMBER:** CL2231716528                      **REVISION NUMBER:**

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			VFNUTR003027900	03/01/2022	03/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			VFNUTR003027900	03/01/2022	03/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			VFNUTR003027900	03/01/2022	03/01/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 20,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Croft Corners Fire Company Inc is an additional insured if required by written contract, per endorsement number VGL101 01-20

**CERTIFICATE HOLDER****CANCELLATION**

Croft Corners Fire Company Inc 7 Spackenkill Road  Poughkeepsie NY 12603	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Christopher H Harris</i>
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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.

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 September 30, 2022. The areas will have appropriate Certificates of Occupancy. In the event the Landlord becomes aware the construction may not be completed by September 30, 2022, they shall immediately advise the Tenant. Beginning September 30, 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:

Croft Corners Fire Company, Inc.

  
Sean Jackson, President

TENANT:

Arlington Fire District

  
Ralph Chiumento, Jr., Chairman  
Board of Fire Commissioners

Dated: 3/31/22

Dated: 3/31/22

BOFC approved 3/21/22



## *Arlington Fire District*

11 Burnett Boulevard  
Poughkeepsie, NY 12603  
[www.afd.org](http://www.afd.org)

Business: (845) 486-6300  
Fax: (845) 486-6322

**For Emergencies  
DIAL 911**

*"Safeguarding Our Community"*

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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.



7 Spackenkill Road, Poughkeepsie, NY 12603

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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

RECEIVED  
OCT 18 2022  
Arlington Fire District



Protecting and Serving our Community since 1951





# Arlington Fire District

11 Burnett Boulevard  
Poughkeepsie, NY 12603  
www.afd.org

Business: (845) 486-6300  
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**For Emergencies  
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## BOARD OF FIRE COMMISSIONERS MEETING MINUTES January 6, 2025

### ATTENDEES:

Comm. Richard Dore – Chairman  
Comm. Ralph Chiumento, Jr – Vice Chairman  
Comm. Peter Valdez  
Comm. Phil Van Itallie  
Comm. Sean Jackson

Chief: William Steenbergh – (absent)  
Deputy Chief: Adam Kangas  
Assistant Chief: Eric Philipp  
Director of EMS: David Violante  
District Secretary: Renee O'Neill  
Treasurer: James Passikoff

Chairman Dore opened the Arlington Fire District Board of Fire Commissioners' meeting at 7:01 p.m., took a roll call of the attendees and everyone stood and recited the pledge of allegiance.

1. **PUBLIC COMMENT PERIOD** – *No action(s) taken by the Board, unless otherwise noted.*

2. **COMMENTS FROM THE BOARD** – *No action(s) taken by the Board, unless otherwise noted.*

3. **ABSTRACT APPROVAL**

Comm. Chiumento made a motion to approve Abstract 25-1A-Croft Corners. This consists of \$0 in paid bills with a total of 0 checks and \$9,773.30 in unpaid bills with a total of 1 check for a grand total of \$9,773.30, totaling 1 check. Seconded by Comm. Valdez.

- Motion Carried, 4 – 0 – 1 (Comm. Jackson abstained)



Comm. Chiumento made a motion to approve Abstract 25–1A. This consists of \$66,000.00 in paid bills with a total of 1 check and \$168,006.63 in unpaid bills with a total of 50 checks for a grand total of \$234,006.63, totaling 51 checks. Seconded by Comm. Jackson.

- Motion Carried, 5 – 0 – 0

4. **APPROVAL OF PREVIOUS MEETING MINUTES**

A. December 16, 2024 Board of Fire Commissioners' Meeting

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

- Motion Carried, 5 – 0 – 0

B. December 19, 2024 Board of Fire Commissioners' Special Meeting

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

- Motion Carried, 3 – 0 – 2 (Comm. Valdez and Comm. Jackson abstained)

5. **MONTHLY COMMITTEE REPORTS** – *No reports given unless otherwise noted.*

A. Service Awards – Comm. Valdez reported the following:

1. Received from Arrow Bank (formally Glens Falls National Bank):

1. November 2024 LOSAP account statement.

2. "Investment Update", dated December 20, 2024.

3. Chairman to sign a letter authorizing Arrow Bank to transfer \$3,100.00 out of the LOSAP Trust Fund to pay Firefly for actuarial and administration fees.

Comm. Valdez made a motion for the Chairman to sign the letter authorizing Arrow Bank to transfer \$3,100.00 out of the LOSAP Trust Fund to pay Firefly for actuarial and administration fees. Seconded by Comm. Jackson.

- Motion Carried, 5 – 0 – 0

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. District Safety & Health –

M. Strategic Plan –

N. Finance Committee –

- O. IT Operations Committee –
- P. Croft Lease –
- Q. Rochdale Lease –

6. **CORRESPONDENCE** – *None unless otherwise noted.*

7. **ACTIONS TO BE TAKEN BY THE BOARD** – *None unless otherwise noted.*

- A. E-mail dated December 4, 2024 from Michael Garofalo of Croft Corners Fire Company resigning as a member effective January 1, 2025.

Comm. Chiumento made a motion approve. Seconded by Comm. Jackson.

- Motion Carried, 5 – 0 – 0

8. **DONATIONS** – *None unless otherwise noted*

9. **COMMISSIONERS ITEMS** – *No reports and/or discussions unless otherwise noted.*

- A. Updated Code of Ethics Policy to be considered. (removed “Business Manager” and replaced with “Personnel Administrator”, added Deputy Chief to “employees”)

Comm. Chiumento made a motion to approve. Seconded by Comm. Jackson.

- Motion Carried, 5 – 0 – 0

10. **DISTRICT STAFF ITEMS**

- A. Chief William Steenbergh – (absent)

- B. Deputy Chief Adam Kangas

1. 2024 – responded to 6,462 calls for service; average of 18 calls per day.
2. Over the Fall, the Tech Rescue program received State Certification for the both the Trench and Collapse teams. Thanked the Union for lobbying NYS for funding, assisting and supporting the program.
3. As you know, we were awarded the Dutchess County Grant for EMS and will be purchasing a LUCAS device for mechanical CPR.
4. Applied for the next years AFG grant to focus on Officer training.
5. Applauded Battalion Chief Dunderdale and the staff in the Training Bureau – 2 recent graduates out of Utica, 3 graduating from Westchester on the 24<sup>th</sup>, 3 Lieutenant’s currently at FLSTP which

will go straight to shift when they are done except for one who will do additional training. 3 new Captains out in the field.

6. Rules and Regulations will be completely updated.
7. Municipal accounting software being implemented.
8. Working with AC Philipp on volunteer issues; would like to move a Youth Programs at Spackenkill High School; potentially look into ride time with the career or volunteer staff; uniform appearance for the volunteers out in the community.

C. Assistant Chief Eric Philipp – No report.

D. Director of EMS David Violante

1. Received our certifications for our ALS First Response and Ambulance certificate for the State and Bureau of Narcotics and Exchange certificate for one of them, waiting on one more.

E. Treasurer James Passikoff

1. No monthly financial report.
2. Chairman reported that we received December 17, 2024 the 2022 Annual Financial Report and received December 27, 2024, the 2023 Annual Financial Report.

11. **SCHOOL REQUESTS**

The Board of Fire Commissioners authorized the Chief to approve in advance, school requests that are located inside or outside of Dutchess County and is either contractually required or required to maintain a certification or does not exceed \$100.00.

- A. Christopher Lewis: “ACLS”, December 17, 2024 at Empress in Newburgh. (4 hours own time, requesting use of District vehicle, no cost)
- B. William Morrissey: “NFA Incident Safety Officer”, January 7 – 16, 2025 at Orange County Fire Training Center. (19 hours own time, requesting use of District vehicle, no cost)

**The following school requests require consideration by the Board of Fire Commissioners:**

There were no school requests submitted for Board consideration.

12. **ITEMS FOR EXECUTIVE SESSION**

There were no items for Executive Session.

Chairman Dore reported that promotional Fire Lieutenant interviews will take place January 14<sup>th</sup> at 10:00 a.m.

With no further business to conduct, Comm. Jackson made a motion to adjourn the meeting.  
Seconded by Comm. Chiumento.

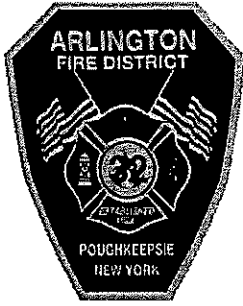
- Motion Carried, 5 – 0 – 0

Meeting adjourned at 7:14 p.m.

Respectfully Submitted,

Renee O'Neill  
District Secretary

NOT YET APPROVED



# BOARD OF FIRE COMMISSIONERS MEETING PUBLIC ATTENDANCE SHEET

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NOTE: This sheet will be attached to the Board of Fire Commissioners meeting minutes as part of the official record. If you agree to have your name as part of the official record and published on our website, please legibly print your name below. Thank you.

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DATE OF MEETING: 1/6/25
