

A meeting of the Board of Trustees of the Village of Avon was held in Conference Room B of the Village Hall, 74 Genesee Street, Avon, New York, on October 7, 2024.

Present: Robert C. Hayes, Mayor  
Amanda Hoffmann, Deputy Mayor  
Ashley Comeau, Trustee  
Tom Cushing, Trustee  
Patrick McCormick, Trustee

Staff: Ken Farrell, DPW Supt.  
Christine Quinlan, Treasurer  
Tim Ferrara, Officer in Charge  
David Piampiano, Fire Chief  
Bob Alexander, Code Compliance  
Bill Davis, MRB

Visitors: See Attached

Mayor Hayes called the meeting to order at 6:00pm and began with the Pledge of Allegiance.

### **SPENCER HEELER- RETIREMENT RECOGNITION**

Mayor Hayes brought Mr. Spencer Heeler to the front of the room. Mr. Heeler has been the letter carrier in the Village of Avon for 37 years ( almost 40 years for his entire career) and has decided to retire. Being a staple in the Village for so long, Mayor Hayes and the Board wanted to honor him, with the help of the community and was thrilled to offer the following:

#### ***Proclamation***

**Whereas**, Spencer Michael Heeler has devoted 37 years of faithful and exemplary service to the community as a mail carrier for The Village of Avon;

**Whereas**, he has consistently ensured the timely and accurate delivery of mail to residents and businesses, demonstrating exceptional commitment, reliability, and a friendly presence in all weather conditions and throughout the years;

**Whereas**, Spencer Michael Heeler's dedication has greatly enhanced the quality of life in our community, fostering trust and connection with every door he's approached, always greeted with a smile;

**Whereas**, his retirement marks the conclusion of nearly four decades of service, but his legacy and contributions to our community will be fondly remembered and appreciated for years to come;

**Therefore**, I, Robert C. Hayes, on behalf of the residents of The Village of Avon, do hereby proclaim October 7th, 2024, as:

### **Spencer Michael Heeler Appreciation Day**



In recognition of his 37 years of outstanding service and commitment to our community, we celebrate Spencer Michael Heeler's retirement with heartfelt gratitude and extend our best wishes for a fulfilling and joyful future.

In witness whereof, I have hereunto set my hand and caused the seal of The Village of Avon to be affixed this 7th day of October 2024.

Signed:

Seal:

“Spence” spoke to the crowd, thanking all in attendance, especially his family and Mr. Bill Nevin, who was his first boss. A small reception followed in the Whitney Room as the Board continued with their meeting.

**VOUCHERS and MANUAL CHECKS:**

Upon a motion made by Deputy Mayor Hoffmann, the vouchers and manual checks/electronic payments were approved for payment from the following funds:

#1-GENERAL FUND	\$14327.94
#4-SCHEDULE C	\$12870.43
#5-WATER	\$3372.30
#6-SEWER	\$16753.53
#TA00-TRUST & AGENCY	\$6703.34
<b>TOTAL</b>	<b>\$54027.54</b>

- Electronic payments/manual checks:

Paid electronically:

Fed/NYS Taxes	p/r 24-20	\$15469.94
Nationwide Retirement	p/r 24-20	\$5979.24
<b>TOTAL:</b>		<b>\$21449.18</b>

Manual Check:

NYS Child Sup. Proc. Ctr.	Child Support p/r 24-20	\$356.00
Timothy Dickinson	Refund check for water	\$72.80
Letchworth Gateway Villages	Annual Membership	\$1750.00
<b>TOTAL:</b>		<b>\$2178.80</b>

The motion was seconded by Trustee Comeau and carried by the following vote:

Robert C Hayes, Mayor	Voting	No Vote
Amanda Hoffmann, Dep. Mayor	Voting	Yes
Ashley Comeau, Trustee	Voting	Yes
Tom Cushing, Trustee	Voting	Yes

Patrick McCormick, Trustee

Voting

Yes

**DPW UPDATE:**

Supt. Farrell provided the following update:

DPW Activity

1. Brush
2. Paved in front of Fire station
3. Paved road cuts from water leaks (including Rochester St.)
4. Worked on Equipment (leaf machine & leaf box, prepping)
5. Topsoiled (from water leaks)

WWTP

1. Daily operations
2. Cleaned trickling filter & nozzles
3. Worked on DMR & submitted to DEC
4. Ran sludge, mixed & moved sludge
5. Worked on Trickling Filter distribution arms

Water

1. Daily operations & stake outs
2. Worked on lead service inventory- due 10/16
3. Asst. with Barilla fire flow test
4. Repaired water break on Rochester Street
5. Read Kraft & Mulligan water meter

Misc./ Upcoming weeks

1. Finish working on leaf vac & box
2. Paint Spring St. wall weather permitting 10/11.
3. Sidewalk & curb repair
4. Starting leaf pick up on 10/14. **Last brush pick up 10/21.**
5. Hoping to be able to fit the concrete slab for the gazebo on this year's schedule.

Supt. Farrell brought two quotes to the Board for replacement of the Clear Well Roof at the filtration plant: Elmer Davis \$26928.00 and SL Custom Construction \$22350.00. Supt. Farrell recommended that the Board accept the quote from Elmer Davis as this quote also included 3" insulation and a 15-year warranty.

Upon a motion made by Trustee Comeau and seconded by Deputy Mayor Hoffmann, the Board accepted the quote from Elmer Davis in the amount of \$26,928.00 at the recommendation of Supt Farrell, to be paid from schedule c and fund balance using TIPS contract #210205. The



motion was carried by the following vote:

Robert C Hayes, Mayor	Voting	No Vote
Amanda Hoffmann, Dep. Mayor	Voting	Yes
Ashley Comeau, Trustee	Voting	Yes
Tom Cushing, Trustee	Voting	Yes
Patrick McCormick, Trustee	Voting	Yes

Mr. Amey from North Ave thanked the DPW and Village for the sidewalks that have been installed on North Ave. Ms. Arnold also thanked the Village for the updated sidewalks on Clinton Street.

**MRB UPDATE:**

Bill Davis provided the following update to the Board:

- MRB has provided an amendment to their previous agreement with the Village of Avon for construction administration services for the WWTP UV Disinfection project. The previous agreement was based on a six (6) month construction duration, which would have ended on April 6<sup>th</sup>, 2024. This amendment provides an additional six (6) months of construction administration services, through November 2024.

Upon a motion made by Trustee McCormick and seconded by Trustee Comeau, the Board authorized the amendment in the amount of \$17,500. The motion was carried by the following vote:

Robert C Hayes, Mayor	Voting	No Vote
Amanda Hoffmann, Dep. Mayor	Voting	Yes
Ashley Comeau, Trustee	Voting	Yes
Tom Cushing, Trustee	Voting	Yes
Patrick McCormick, Trustee	Voting	Yes

- A meeting was held on Wednesday, September 18<sup>th</sup> with the Town of Avon to review the draft of the IMA between the Village and the Town for the Joint Water Project. This will be concluding and should be completed by the Joint Town and Village Board meeting to be held on Thursday October 24<sup>th</sup> at the Town office.
- MRB has provided updates to the Village’s Sewer Use Law. Minor refinements are being looked at before providing to DEC and then readoption by the Village.
- WWTP Disinfection- up and running. Taking samples for testing to see where we are and getting ready for close out.
- Pebble Beach Pump Station- punch list items being addressed and preparing for close out.
- Kraft Pilot system- continued discussion. Senior leadership team is coming out in October to meet with Village officials. (10/23).
- Reviewed the findings from Jay Grasso and the income survey saying that having “hardship status” will help the village acquire funding for projects.



**POLICE UPDATE:**

Officer in Charge Timothy Ferrara Jr. provided the following update to the Board:

- Calls continue- 81 calls reported, 10 arrests were made 72 tickets were issued in September, most of them for speeding. 26 tickets were issued in the last two weeks.
- Department continues to work traffic detail.
- Working with Treasurer Quinlan on a grant for body cameras.
  
- Officer Ferrara discussed the new firearms for the department. He is currently waiting to hear from another vendor on the trade in value of the current firearms, one quote was provided. All officers are up to date with certifications on current firearms. Will need to be recertified with whatever firearm is purchased.

**FIRE DEPARTMENT UPDATE:**

The following update was provided by Chief Piampiano:

- Drills continue- truck inspection 10/14, arial drill 10/21, fire extinguisher drill 10/28.
- Pumper Company meeting 10/7 and VanZandt’s meeting 10/14.
- Fire Prevention week at ACS 10/7-10/11. The evacuation drill for the school will be 10/10. Students will evacuate the school and all walk to the Village Hall as an emergency location.
- Fire Department has smoke detector/CO2 detectors they supply to residents during emergency calls. Residents are also able to call the department if they need them.
- Halloween! Department will have the doors open for community engagement! Donuts, cider, and CANDY!
- The department has responded to 174 calls to date. Very busy with EMS calls.
- Chief Piampiano , along with Treasurer Quinlan and the Board, discussed finance options for the rescue apparatus, comparing bonding the \$285k versus leasing. After discussion, leasing appears to make more sense. Chief Piampiano also stated that as of the meeting, three companies have requested the spec package for bids.
- Fire Chief Tahoe- Discussed a three-year rotation to put the fire chief’s car into the rotation of the police department fleet. This had been originally planned when it was purchased in 2017. A new Tahoe would then be ordered for the Fire Chief (quote provided in the amount of \$64,048.17 by Utilitac. After discussion the Board agreed this is a great option.

Upon a motion made by Trustee McCormick and seconded by Trustee Comeau, the Board authorized the order of a 2023 Chevy Tahoe for the Fire Chief in the amount of \$64,048.17 to be funded by ARPA funds. The motion was carried by the following vote:

Robert C Hayes, Mayor	Voting	No Vote
Amanda Hoffmann, Dep. Mayor	Voting	Yes
Ashley Comeau, Trustee	Voting	Yes
Tom Cushing, Trustee	Voting	Yes
Patrick McCormick, Trustee	Voting	Yes



**FIRE DEPARTMENT CAPITAL PROJECTS PERMISSIVE REFERENDUM RESOLUTION:**

The following resolution was presented by Deputy Mayor Hoffmann and seconded by Trustee McCormick for the Board’s consideration and adoption:

**VILLAGE OF AVON  
RESOLUTION**

A RESOLUTION authorizing the expenditures of \$50,500 from capital reserve fund titled Fire Equipment Reserve for the Village of Avon, Livingston County, New York.

Be it resolved, by the Board of Trustees of the Village of Avon as follows:

The specific object or purpose of the Village of Avon, Livingston County, New York for which the expenditures of monies from the capital reserve fund needed to purchase turn-out gear, marching uniforms, battery combi-tool and provide a membership incentive program. The maximum estimated cost of the aforesaid specific object or purpose is \$50,500.

Upon this RESOLUTION taking effect, the same shall be published in full in THE LIVINGSTON COUNTY NEWS, the official newspapers together with a legal notice of the Village Clerk as provided by law.

NOTICE PURUANT TO GENERAL MUNICIPAL LAW SECTION 68.

This RESOLUTION published herewith was adopted on October 7, 2024, to authorize the expenditure of monies from the capital reserve titled Streets Reserve in the amount of \$50,500 for fiscal year 2024-2025.

This RESOLUTION is adopted and subject to a permissive referendum under the provision of Article 9 of the Village Law. Petitions protesting against such resolution and requesting that it be submitted to the electors of the Village of Avon for their approval or disapproval may be filed with the Village Clerk at any time within thirty (30) days after the date of the adoption of such resolution.

By Order of the Board of Trustees  
Heather Randall  
Village Clerk

This resolution was adopted by the following vote:

Robert C Hayes, Mayor	Voting	No Vote
Amanda Hoffmann, Dep. Mayor	Voting	Yes
Ashley Comeau, Trustee	Voting	Yes
Tom Cushing, Trustee	Voting	Yes
Patrick McCormick, Trustee	Voting	Yes



**TREASURER UPDATE:**

Treasurer Quinlan provided the following update:

- Filed Annual Financial Report & Notes to the Financial Statements on 9/27.
- Filed FED quarterly tax report.
- 98% of taxes collected. Turning over taxes to Liv. Co. tomorrow.
- Submitted Pro-Housing resolution, zoning documentation & zoning map. Working on last five years of permitting info.
- Upcoming meetings for Five Arch project, DRI grant, energy audit, RESTORE grant, and Village solar opportunities.

**CLERK UPDATE:**

The following items are updates from Clerk Randall:

- Met with Megan Sokolow from Livingston County who is the records inventory supervisor. 10/4) reviewed records and storage and grants. Provided some suggestions for moving forward and invited me to the county to see their set up.
- Bid notice for the Rescue apparatus ran in the paper on Friday 10/4 along with the permissive referendum. This starts the 30-day window where people may submit protests of such to the Board. The bids are scheduled to be opened at the November 4<sup>th</sup> meeting and then hopefully awarded at the November 18<sup>th</sup> meeting.
- Provided- Copy of the meeting minutes for the Five Arch Bridge project progress
- Provided- Copy of Traffic Safety Committee grant award letter in the amount of \$2806 for police traffic services.
- Provided- Copy of Chamber minutes
- Provided- copy of the Livingston County Planning Board meeting to be held Oct 10<sup>th</sup> at 7pm

**Important Dates:**

- **BOARD MEETINGS- October 21<sup>st</sup>, 2024**

**CODE UPDATE:**

Code Compliance Officer Alexander provided the following update:

- 52 West Main Street has been demolished.
- Provided a C of O for a new home (Csapo)
- Permit application for a new home is in progress.
- Discussed new fence installation at White Horse (bottom of the hill).

**MINUTES:**

Upon a motion made by Deputy Mayor Hoffmann and seconded by Trustee Comeau, the Board approved the minutes from the September 23, 2024, meeting. The motion was carried by the following vote:

Robert C Hayes, Mayor	Voting	No Vote
Amanda Hoffmann, Dep. Mayor	Voting	Yes
Ashley Comeau, Trustee	Voting	Yes
Tom Cushing, Trustee	Voting	Yes
Patrick McCormick, Trustee	Voting	Yes



**TRUSTEE UPDATE:**

✚ Mayor Hayes stated that the kickoff meeting for the website update with B. Brand House will be held on Friday October 18<sup>th</sup>. Mayor Hayes asked for the Boards approval to establish funds for payment from the First Impressions Grant and from ARPA funds. Upon a motion made by Trustee Comeau and seconded by Trustee McCormick, the Board established payment for the upgrades to the website and logo creation in the amount of \$2000 from the First Impressions Grant award, and \$3400 from ARPA funds. The motion was carried by the following vote:

Robert C Hayes, Mayor	Voting	No Vote
Amanda Hoffmann, Dep. Mayor	Voting	Yes
Ashley Comeau, Trustee	Voting	Yes
Tom Cushing, Trustee	Voting	Yes
Patrick McCormick, Trustee	Voting	Yes

- ✚ Deputy Mayor Hoffmann discussed the draft of the fire department’s updated bylaws, asking members to review the comments provided by Attorney Whiting.
- ✚ Trustee Cushing stated that DPW negotiations continue.
- ✚ Mayor Hayes stated that the DRI application is still being worked on. The deadline is Friday 10/18.
- ✚ Mayor Hayes attended the Watershed Management Plan meeting held at Camp Stella Maris on 9/30.
- ✚ Village and Town Boards will be holding a joint meeting on October 24<sup>th</sup>, 2024, at 7pm during the Town Board’s regularly scheduled meeting.

**APPROVAL OF NATIONAL GRID UESC:**

Centrica met with Treasurer Quinlan and Mayor Has to discuss solar project in the Village.

The following resolution was presented by Deputy Mayor Hoffmann and seconded by Trustee McCormick, for the Boards consideration and adoption along with the Board’s authorization for the execution of the Master Agreement for Energy Conservation and Management Services between the Village of Avon and National Grid by Mayor Hayes:

**RESOLUTION**

**AUTHORIZING THE MAYOR TO SIGN A UTILITY ENERGY SERVICES CONTRACT(UESC) FOR SOLAR PV WITH NIAGARA MOHAWK POWER CORPORATION D/B/A NATIONAL GRID**

**WHEREAS**, the Village of Avon has determined that it is in the best interest of the Village to move forward with a UESC utilizing National Grid as the prime contractor.

**WHEREAS**, National Grid provides energy conservation and management related to the solar PV to reduce utility and operating costs by sourcing the improvements to Centrica Business Solutions.



**WHEREAS**, Centrica Business Solutions shall furnish all labor, materials, and equipment and perform all work required of an Investment Grade Audit for the Solar PV located at 11 Farmers Rd., Avon, NY 14414.

**WHEREAS**, the UESC Agreement with Niagara Mohawk Power Corporation d/b/a/ National Grid has been reviewed and approved by the Village Attorney:

**NOW THEREFORE BE IT**

**RESOLVED**, authorization is hereby given for the Mayor of Avon to sign the attached UESC Agreement with Niagara Mohawk Power Corporation d/b/a National Grid.

Approved:

\_\_\_\_\_  
Robert C. Hayes, Mayor

The resolution was adopted, and authorization was granted by the following vote:

Robert C Hayes, Mayor	Voting	No Vote
Amanda Hoffmann, Dep. Mayor	Voting	Yes
Ashley Comeau, Trustee	Voting	Yes
Tom Cushing, Trustee	Voting	Yes
Patrick McCormick, Trustee	Voting	Yes

**PUBLIC COMMENT:**

- Ellen Turner discussed her opinions on Pro-Housing.

**EXECUTIVE SESSION:**

Upon a motion made by Trustee McCormick and seconded by Deputy Mayor Hoffmann, the Board entered executive session at 7:14pm in order to discuss contractual negotiations and the employment history of a particular person or corporation or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation. The motions were carried by the following vote:

Robert C Hayes, Mayor	Voting	No Vote
Amanda Hoffmann, Dep. Mayor	Voting	Yes
Ashley Comeau, Trustee	Voting	Yes
Tom Cushing, Trustee	Voting	Yes
Patrick McCormick, Trustee	Voting	Yes

Upon a motion made by Trustee McCormick and seconded by Trustee Comeau, the Board exited executive session. The motion was carried by the following vote:

Robert C Hayes, Mayor	Voting	No Vote
Amanda Hoffmann, Dep. Mayor	Voting	Yes
Ashley Comeau, Trustee	Voting	Yes
Tom Cushing, Trustee	Voting	Yes
Patrick McCormick, Trustee	Voting	Yes



Upon a motion made by Trustee McCormick and seconded by Trustee Comeau, the following appointments and changes were made:

- 1. Kelley Tonra, Parks Commission member for the remainder of Ashley Comeau’s term.
- 2. Kelley Tonra, Parks Commission Chairperson for the remainder of Ashley Comeau’s term.
- 3. Dave Sharman, Planning Board member for the remainder of Kelley Tonra’s term.
- 4. Robert Alexander- increase pay to include both the code and fire marshal salary, making his salary \$20,000 per year. The \$8000 fire marshal salary will be retroactive to May 1<sup>st</sup>, 2024. He will also change his office hours to Tuesdays and Thursdays from 8am until 2pm.

The motion was carried by the following vote:

Robert C Hayes, Mayor	Voting	No Vote
Amanda Hoffmann, Dep. Mayor	Voting	Yes
Ashley Comeau, Trustee	Voting	Yes
Tom Cushing, Trustee	Voting	Yes
Patrick McCormick, Trustee	Voting	Yes

While no formal vote is required, the following was also presented and unanimously approved: Josh Williams as head of the Trail Towns Committee.

**ADJOURNMENT:**

Upon a motion made by Trustee McCormick and seconded by Trustee Comeau, the Board adjourned at 8:24pm by a unanimous vote.

Respectfully submitted,

Heather Randall  
Village Clerk



VILLAGE BOARD: 10/7/2024

# SIGN IN

PLEASE PRINT CLEARLY

<u>NAME</u>	<u>ADDRESS</u>	<u>PUBLIC COMMENT?</u>
Bill Lorne (Leonard)	D. mader NY	
Tammy Taylor	L. ville NY	
Barb Ippolito	North Ave.	
Ken Ippolito	NORTH AVE	
Bruce Avey	North Ave	
Bill Zik	2995 Spring St	
George Brown	342 Genesee St.	
Mary J. D'Angelo	NORTH AVE AVON	
Manfay Bartolini	CALEDONIA AVON RD.	
Molly Collins OFFNER	Temple St.	
Heather Arnold	45 Clinton-Avon	
Ellen Turner	Avon NY (86 <sup>E</sup> Main)	Yes
Janna Ruter	445 High Acres.	
Bob Ruter	" " "	
Cathy Quakerbush	5106 LAKE RD	
Larry Quakerbush		
Ann+Jeff Yarger	93 HIGH ST.	
Charlene Siny de	197 Temple St.	
Mary+Bill J...	45 Hal-Sak	
Maria Jendel	4903 Mary Jane Ln	
BJA Westfall	207 Genesee St.	



VILLAGE BOARD: 10/7/2024

# SIGN IN

PLEASE PRINT CLEARLY

<u>NAME</u>	<u>ADDRESS</u>	<u>PUBLIC COMMENT?</u>
GARY MARGIOTTA	1661 Polk Bridge Rd	Yea, Spencer
Spencer Heeler	4665 Meadow Creek	
Amanda Heeler Harrington	45 Locust Hill Dr. Roch.	Spencer Heeler
Arielle Heeler	3305 Brawn Rd, Caledonia	
Spencer Heeler	" "	
Tim Harrington	Henrota	
Wolf Harrington	Henriett	
Willow Harrington	Henriett	
Karla Woodruff	15 Fairlee Manor	Spencer Heeler
Amanda Woodruff	15 Fairlee Manor	Spencer Heeler
Renee Kashorek	22 Valley Lane	
Daniel Kashorek	22 Valley Lane	
Roseann Jackson	166 N. Ave	Yeah Spencer!
Donna Shimmers	130 High St	
Larry Quackebush	422 Genesee St.	
Connie Taylor	2141 W. Littleville	



AUTHORIZING THE MAYOR TO SIGN A UTILITY ENERGY SERVICES  
CONTRACT (UESC) FOR SOLAR PV WITH NIAGARA MOHWAK POWER  
CORPORATION D/B/A NATIONAL GRID

**WHEREAS**, the Village of Avon has determined that it is in the best interest of the Village to move forward with a UESC utilizing National Grid as the prime contractor.

**WHEREAS**, National Grid provides energy conversation and management related to the solar PV to reduce utility and operating costs by sourcing the improvements to Centrica Business Solutions.


**WHEREAS**, Centrica Business Solutions shall furnish all labor, materials, and equipment and perform all work required of an Investment Grade Audit for the Solar PV located at 11 Farmers Rd, Avon, NY 14414

**WHEREAS**, the UESC Agreement with Niagara Mohawk Power Corporation d/b/a National Grid has been reviewed and approved by the Village Attorney;

**NOW THEREFORE BE IT**

**RESOLVED**, authorization is hereby given for the Mayor of Avon to sign the attached UESC Agreement with Niagara Mohawk Power Corporation d/b/a National Grid.

Approved:

A handwritten signature in blue ink, appearing to read "Robert C. Hayes", is written over a horizontal line.

Robert C. Hayes, Mayor



**MASTER AGREEMENT FOR ENERGY CONSERVATION AND  
MANAGEMENT SERVICES  
(ENERGY EFFICIENCY AND DEMAND SIDE MANAGEMENT),**

**BETWEEN**

**The Village of Avon, NY, New York State**

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**AND**

**Niagara Mohawk Power Corporation d/b/a NATIONAL GRID**

This Master Agreement For Energy Conservation and Management Services ("Master Agreement") for energy conservation and management services is entered into as of \_\_\_\_\_ ("Effective Date"), by and between the **Village of Avon** ("The Village"), and **Niagara Mohawk Power Corporation d/b/a National Grid** ("National Grid") having a principal office at **300 Erie Boulevard West, Syracuse, NY 13202** each, individually, a "Party" and collectively, the "Parties).

**RECITALS**

WHEREAS, National Grid and The Village mutually desire to enter into this Master Agreement to be used by The Village in obtaining from National Grid certain energy conservation and management services offered by National Grid under its Energy Transition Implementation Plan ("ETIP") programs, to facilitate partnering arrangements; and

WHEREAS, National Grid is willing to provide to The Village certain energy conservation and management services, through the use of subcontractors, under National Grid's ETIP program; and

WHEREAS, The Village acknowledges that it has negotiated and entered into this Master Agreement without having undertaken any competitive bidding process; and

WHEREAS, it is solely responsible for establishing its authority to be bound by the Master Agreement in the absence of such competitive bidding process; and

WHEREAS, National Grid and its Subcontractor(s) shall be collectively referred to herein as the "Contractor".

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

**GENERAL CONDITIONS**

**GC.1 Purpose.** The Village desires assistance in performing certain energy conservation measures offered through ETIP programs within National Grid's service territory. The purpose of this Master Agreement is to facilitate the Installations through Task Orders. This Master Agreement sets forth the terms and conditions under which subsequent Task Orders may be entered into between the Parties.



**GC.2 Definitions.** Capitalized terms used in this Master Agreement shall have the following definitions:

The term "**Acceptance**" means the written acknowledgement by the authorized representative of The Village approving of an individual phase or completed Installation pursuant to a Task Order

The term "**Contracting Officer**" means an official of The Village authorized to enter into, administer, and/or terminate this Master Agreement on behalf of The Village, and who is authorized to make related determinations and findings within the limits established pursuant to The Village's Rules of Order and Purchasing Policy regulations.

The term "**Contracting Officer's Representative**" or "**COR**") means a local or project site representative of the Contracting Officer delegated specific limited authority, as set forth in a formal delegation letter signed by the Contracting Officer, for a given Task Order In addition, it means the person who evaluates or inspects the Contractor's performance of service in accordance with the quality assurance surveillance plan written specifically for the contracted services to be evaluated.

The term "**Contracting Officer's Technical Representative**" or "**COTR**") means the representative performs technical monitoring of Contractor actions, is responsible for requesting products and services through contract, and manages day-to-day tasks of the contract.

The term "**Energy Conservation Measure**" or "**ECM**" means one or more Installations completed, or to be completed, under a Task Order, including one or more feasibility studies, engineering and design, operation and maintenance, and/or implementation of one or more Installations, which include, but are not limited to, energy, energy efficient maintenance, energy management services, facilities alterations, installation and maintenance of energy saving devices and technologies and demand side management offered through ETIP programs available within National Grid's service territory.

The term "**Energy Conservation Measure Cost**" or "**ECM Cost**" means the total cost of the Work, overhead and profit, for an ECM, less any financial incentive or rebates, if provided by the utility or government program. Payment for completed ECMs shall be calculated based upon the ECM Cost.

The term "**Energy Conservation Project**" or "**ECP**" means an identified project intended and designed to provide any of the following: energy savings, demand reduction, and/or energy efficiency improvements.

The term "**Installations**" means the installation of ECMs provided by the Contractor for The Village offered by the Contractor under its Energy Transition Implementation Plan programs.

The term "**Occupied Period**" means the hours during which a facility or building is occupied or used in the normal course of business.

The term "**Proposals**" has the meaning in Section GC.20.4.

The term "**Quality Control**" means a management function of the Contractor whereby control of quality is exercised for the purpose of preventing defective Installations. For purposes of this Master Agreement, quality control shall mean those actions taken by the Contractor to control implementation of Installations so they conform to the Task Order requirements.

The term "**Proposal**" has the meaning set forth in Section GC.20.4 below.

The term "**Services**" has the meaning set forth in Section GC.4 below.



The term "**Subcontractor**" means any corporation, partnership or individual hired directly by National Grid to perform the services or provide the products contemplated under this Master Agreement and Task Orders resulting from this Master Agreement.

The term "**Task Order**" or "**T.O.**" means a project specific agreement executed under this Master Agreement for any feasibility study, engineering and design, implementation, and/or operation and maintenance of, or any activity related to an Installation. (A Task Order can also be identified as a "Delivery Order" or "D.O.")

The term "**Termination Schedule**" means a schedule developed for each financed Installation which sets forth the interval(s) and amount(s) of payments required for the repayment of the Installation Costs, including any finance costs accrued.

The term "**Work**" – means all labor, materials, tools, equipment, services, transportation and/or other items required for the completion of the Installation.

**GC.3 Term.** This Master Agreement shall have a term of five (5) years. This Master Agreement may be terminated in its entirety by either Party upon thirty (30) days written notice to the other Party. Thereafter, no new Task Orders shall be entered into under this Master Agreement. Termination, modification or expiration of this Master Agreement shall not in any way affect Task Orders previously entered into under this Master Agreement. This Master Agreement shall be effective as of the Effective Date defined above.

**GC.4 Services by the Contractor.** The Contractor shall arrange for the provision of preliminary audits, feasibility studies, engineering and design studies, and all initial capital, labor, material, supplies and equipment to identify, implement, operate or maintain Installations in accordance with Task Orders entered into pursuant to this Master Agreement ("Services"). These Services may be ordered individually, as a group or in any combination under a single Task Order. Any and all such Services contemplated by this Master Agreement and any related Task Orders may be entirely performed through one or more subcontractors engaged by the Contractor. The Village has selected Centrica Business Solutions Services Inc.

Notwithstanding anything contained in this Master Agreement or any Task Order to the contrary, in no event shall the Contractor provide or perform any work, service or obligation under this Master Agreement that is contrary to or prohibited by law or National Grid's tariffs.

**GC.5 Information.** Subject to confidentiality requirements and applicable law, The Village shall provide the Contractor with any information requested by the Contractor needed to comply with regulatory requirements and/or work requirements. In the event the information requested by the Contractor is critical to the performance of the Work and cannot be provided by The Village, the Contractor may terminate the Task Order and collect payment for Work completed through the date of termination.

**GC.6 Independent Contractors.** The relationship of the Parties hereto is that of independent contractors. None of the terms herein is intended to create nor will be construed to create an agency, partnership or employment relationship among or between the Parties. Neither Party, nor any its respective officers, members, or employees, will be deemed to be the agent, employee, or representative of the other Party. Each Party agrees to be wholly responsible for and to pay when due all federal, state, and local taxes and contributions for unemployment insurance.

**GC.7 Subcontractor Selection.** Subject to Section FP.7 below, National Grid shall assign all of the Work under a Task Order to the Subcontractor(s). When practical, National Grid shall competitively select the Subcontractor(s) for the purpose of determining the reasonableness of the Subcontractor's(s') prices. When competition is not practical, price reasonableness may be

determined by comparing proposed prices with those obtained for the same or similar work, prices published in independent cost guides, published in competitive price lists or developed by independent sources.

Subcontractor(s) selection shall be based on cost, experience, past performance, reliability, and such other factors as National Grid may deem appropriate, as long as such factors are necessary to meet The Village's minimum needs including but not limited to Insurance, workman's compensation, and a criminal background check. The Village shall have the right to approve or disapprove of the Subcontractor(s) proposed by National Grid in the Proposal.

All Subcontractor work shall comply with prevailing wage rates, pursuant to New York State's requirements.

**GC.8 Authority of Contracting Officer.** The Village's Contracting Officer shall be the only official authorized to enter into and/or modify a Task Order entered into under this Master Agreement on behalf of the Village.

**GC.9 Ownership of Work Product.** The Village may elect not to use the Contractor to perform Installations. If The Village so elects, it will pay for any accepted Work, including any equipment, completed studies, and engineering and design Work. Title to Work performed by the Contractor for The Village under a Task Order shall become the property of The Village at the time of Acceptance of the Work provided that The Village has paid for such Work pursuant to this Agreement.

**GC.10 Responsibility for Operation and Maintenance.** The operation and maintenance will be pursuant to any Task Order executed under this Master Agreement.

**GC.11 Other Village Projects.** The Village shall have the right to enter into other agreements similar to this Master Agreement for energy conservation work, such as without limitation, implementing equipment installation, construction projects and ECMs, including installing new energy conservation equipment, removing existing energy consuming equipment, or adding new energy consuming equipment. The Village will notify the Contractor prior to implementing projects that may affect Installations under this Master Agreement. In the event The Village's activities hereunder hinder the Contractor's work schedule or cause the Contractor to incur additional costs to accommodate same, the Village shall be liable to the Contractor for such additional costs and expenses to complete the Work and for Services.

**GC.12 Reserved.**

**GC.13 Emission Credits.** All on-site emission credits earned by virtue of Task Orders entered into hereunder shall be the property of The Village.

**GC.14 Order of Precedence.** In the event of any conflicts between this Master Agreement and any other document executed hereunder then this Master Agreement shall prevail unless otherwise agreed to between the Parties and set forth in a Task Order.

**GC.15 Reserved.**

**G.C.16 ECM Proposal.** The Contractor shall submit an Installation proposal setting forth a prioritized list of the recommended ECPs, a preliminary estimate of the cost to implement each ECP, the total costs for implementing the Installation (including estimated feasibility study, engineering and design, and implementation costs), and estimated cost savings. Additionally, The Village may request a proposal from the Contractor in order for The Village to evaluate of Installations.



**GC.17 ECM Restrictions.** The Village is solely responsible for establishing authority to enter into this Master Agreement and any Task Order, and hereby warrants and represents that it shall comply with all applicable state and local laws in entering into this Master Agreement and any Task Order. Moreover, The Village shall not consider ECMs that include:

- a) ECMs which would violate any federal, state, or local laws or regulations,
- b) ECMs which degrade performance or reliability of existing The Village's equipment, and
- c) ECMs that violate the then current versions of the National Electric Code, the National Electric Safety Code, the Uniform Building Code or the Uniform Mechanical Code.

**GC.17.2 Facility Performance Requirements of ECMs.** ECMs proposed by the Contractor shall conform to the following facility performance standards:

- a) Lighting levels shall meet the minimum requirements of the then current Illuminating Engineering Society (IES) Lighting Handbook; and
- b) ECMs shall permit flexible operation of energy systems for changes in occupancy levels and scheduling of facilities. In proposing an ECM, the Contractor may assume the building function will remain constant unless otherwise indicated by The Village.

**GC.18 Task Orders.** Following the evaluation of the ECM proposal, The Village may elect to execute a Task Order with the Contractor for the evaluation, implementation or operation and maintenance of the ECM.

The Task Order may have five phases: (1) Audit (when applicable), (2) Feasibility Study Phase (when applicable), (3) Engineering and Design Phase (Investment Grade Audit), (4) Implementation Phase and (5) Operation and Maintenance Phase. Because the extent of all the Work is unlikely to be known at the time the Task Order is entered into, these phases shall be line items under the Task Order, and shall be issued with an estimated Termination Schedule at the time the Task Order is executed. However, Work will not commence on a particular phase unless and until a statement of work and a price for that phase have been mutually agreed upon by the Parties.

Upon completion and Acceptance of a Feasibility or Engineering and Design Phases, The Village may elect to:

- a) pay the ECM Cost for each completed Phase within thirty (30) calendar days of being invoiced, or
- b) defer payments for that Phase until the end of the next Phase at which time The Village shall pay the ECM Cost for each completed Phase within thirty (30) calendar days of invoice, or
- c) include such amounts in the ECM Cost, if The Village elects to proceed with the Implementation Phase.

If The Village elects not to proceed with the next Phase, it shall pay the Contractor the ECM Cost for the prior completed Phases, as negotiated by the Parties in the Task Order. A decision to proceed or not to proceed with the next Phase must be made within sixty (60) days of receipt of a written request from the Contractor. Only the Contracting Officer shall be authorized to exercise The Village's option to proceed to the next Phase, and such exercise shall be provided in writing within sixty (60) days of receipt of a statement of work and price.

The timing and amount of The Village's payments of appropriated funds for the Operation and

Maintenance Phase shall be determined in the Task Order. The Village represents that it shall comply with all applicable state funding appropriation requirements.

**GC.19 Reserved**

**GC.20 ECM Engineering and Design Phase.** If applicable, after evaluation and Acceptance of the Feasibility Study Phase, The Village may elect to proceed with the Engineering and Design Phase. Prior to proceeding, the Parties shall agree upon a statement of work for all engineering and design services necessary for the implementation of a particular ECM, a time frame for completion of the Work, and a price or cost cap for engineering and design work for the ECM. If The Village elects to proceed with the Implementation Phase as set forth below, the cost of the engineering and design work shall be rolled into the total ECM Cost. The Task Order shall include an estimated amortization schedule for the ECM.

**GC.20.1 Verification of Floor Plans.** The Contractor shall review any floor plans provided by The Village and verify that such floor plans meet the specifications provided to the Contractor by The Village.

**GC.20.2 Contractor's Design Review.** Task Orders prepared by the Contractor shall be provided to permit adequate time for The Village review of engineering and design work, as negotiated in the Task Order.

**GC.20.3 Site Plans.** If proposed ECMs require installation outside existing buildings or structures, a site plan showing recommended siting of ECMs shall be prepared and submitted by the Contractor in the Proposal for The Village's review and approval. It is recommended that the Contractor propose alternate sites for review in case the primary site is unavailable.

**GC.20.4 ECM Implementation Proposal.** Upon completion and Acceptance of the Engineering and Design Phase, the Contractor will submit to The Village an ECM implementation proposal (the "Proposal"). If requested by the Contracting Officer, the Contractor will be required to present a briefing to The Village explaining the Proposal. The Village shall evaluate the Proposal for technical soundness and price reasonableness. If The Village elects to proceed with the ECM, the Contractor and The Village shall agree upon a complete scope of work with specifications, time for performance, ECM cost, source and cost of capital, payment terms, amortization schedule, and final Termination Schedule.

**GC.21 ECM Implementation Phase.** The Contractor shall perform work in accordance with the Task Order.

**GC.22 Entire Agreement.** This Master Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof, and any and all previous representations or agreements with respect to such subject matter, either oral or written, are hereby annulled and superseded.

**GC.23 Amendment.** This Master Agreement may be amended or modified only by an instrument in writing signed by authorized representatives of all Parties.

**GC.24 Not Retroactive.** Any termination, modification, or expiration of this Master Agreement shall not retroactively affect Task Orders previously entered into under this Master Agreement, nor shall it affect any obligation for any payment, charge, rate, or other matter that may be imposed pursuant to the Contractor's tariffs, rates, rules, regulations, riders, practices, or terms and conditions of service as may be modified, amended, or supplemented by the Contractor.

**GC.24 Governing Law.** This Master Agreement shall be governed and construed in accordance with the laws of the State of New York without regard to the principles of the conflict of laws contained therein. Each Party hereby submits to the personal and subject matter



jurisdiction of the courts of the State of New York for the purpose of interpretation and enforcement of this Master Agreement.

## **WARRANTIES AND REMEDIES**

**WR.1 Warranties.** The Contractor shall pass through to **The Village** all warranties on equipment installed pursuant to a Task Order.

In the event the Contractor provides O&M services, a separate warranty may be negotiated for such services.

**WR.2 No Other Warranties.** The warranties set forth in WR.1 are exclusive and in lieu of all other warranties. The Contractor makes no other representations, warranties or guarantees in connection with Work, Installations, Services or other items provided in connection with this Master Agreement and Task Orders. The Contractor does not make any representations or warranties of any kind regarding the benefits or energy savings to be achieved by, or the adequacy and safety of, the ECMs, ECPs or any other equipment or products provided under this Master Agreement. The Village understands and agrees that Contractor is not a manufacturer of, or regularly engaged in the sale or distribution of, or an expert with regard to, the ECMs. The Contractor does not endorse, guarantee or warrant any manufacturer or product including warranties of merchantability or fitness for a particular purpose. Any warranties provided by the original manufacturers, licensors or providers of material, equipment or other items provided or used in connection with this Master Agreement ("Third Party Warranties") are not warranties of the Contractor and the Contractor makes no representations, warranties or guarantees as to the applicability or enforceability of such Third Party Warranties. This section shall survive any expiration, termination or cancellation of this Master Agreement.

**WR.3 Contractor Limitation of Liability.** The Contractor shall not be liable in any way to The Village for any special, incidental, indirect, penal, punitive or consequential damages in connection with this Master Agreement or subsequent Task Orders. In no case shall the Contractor's liability to The Village, regardless of the amount of claims or theory of liability, exceed the price for the Work and Services paid by The Village under the Agreement. This section shall survive any expiration, termination or cancellation of this Master Agreement.

**WR.4 Reserved.**

**WR.5 Prompt Payment.** The Village shall promptly pay all invoices for Work and Services performed under each Task Order. Late payments made by The Village to the Contractor shall accrue interest at the then prevailing rate applicable under the New York Public Service Law, or as may otherwise be provided in the Task Order.

**WR.6 Reserved.**

**WR.7 Differing Site Conditions.** In the event site conditions differ materially from those contained in the Task Orders due to conditions that could not be reasonably viewed during the ECM phase or Task Orders development phase, additional costs incurred by the Contractor due to the differing conditions shall be negotiated, and the ECM Cost shall be increased to reflect an equitable adjustment to reflect the actual cost increase.

## **FINANCING AND PAYMENT PROVISIONS**

**FP.1 Reserved.**

**FP.2 Financial Incentives, Rebates, and Design Assistance:** The Village will receive the same financial incentives, rebates, design review, goods, services, and/or any other assistance

provided without charge, that is generally available to eligible customers of a similar rate class or size.

Proposals under this Master Agreement are not commitments of any ETIP program incentives, which are authorized under separate offerings from the respective ETIP program administrators.

**FP.3 Reserved.**

**FP.4 Reserved.**

**FP.5 Pre-Acceptance Termination.** In the event The Village desires to terminate a Task Order for any reason (including, without limitation, for convenience) prior to Acceptance, The Village may do so by giving written notice to the Contractor thirty (30) days prior to the effective date of such termination. The Village shall pay to the Contractor a negotiated amount to include an additional finance charge based on an indexed formula, which reduces the financiers' risk and reduces the cost of buyout to the agency.

**FP.6 Post-Acceptance Termination.** In the event The Village desires to terminate a Task Order for any reason (including, without limitation, for convenience) after Acceptance, The Village may do so by giving written notice to the Contractor thirty (30) days prior to the effective date of such termination. The Village shall pay to the Contractor a negotiated amount to include an additional finance charge based on an indexed formula, which reduces the cost of buyout to The Village.

**FP.7 Assignment of Claims.** The Village payments under each Task Order executed pursuant to this Master Agreement may be assigned pursuant to applicable law. Any bank, trust company or other financing institution that participates in financing an ECM shall not be considered a Subcontractor of National Grid.

**FP.8 Assignment of Claims.** The Village payments under each Task Order executed pursuant to this Master Agreement may be assigned pursuant to applicable law. Any bank, trust company or other financing institution that participates in financing an ECM shall not be considered a Subcontractor of National Grid.

## **SPECIAL REQUIREMENTS**

**SR.1 Environmental Protection.** The Contractor shall comply with all applicable federal, state and local laws, regulations and standards regarding environmental protection including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the Navigation Act, the Hazardous Materials Transportation Act, and their New York State analogs (collectively "the Environmental Laws"). All environmental protection matters shall be coordinated with the Contracting Officer or designated representative. If the Contractor causes any release or discharge beyond the reportable quantity of a hazardous substance, oil, pollutant or hazardous material (collectively "Hazardous Materials"), as those terms are defined in the Environmental Laws, resulting from its operation on The Village property in connection with the implementation of ECMs the Contractor shall immediately notify the Contracting Officer and perform a cleanup, in accordance with the Environmental laws. The Contractor shall comply with the instructions of The Village with respect to avoidance of conditions that create a nuisance or create conditions that may be hazardous to the health of any personnel.

**SR.2 Environmental Permits.** Unless otherwise specified, the Contractor shall provide all required environmental permits and/or permit applications necessary to comply with all applicable federal, state and local requirements prior to implementing any ECM in the performance of a Task Order executed pursuant to this Master Agreement. If any such permit or permit application requires the signature or other cooperation of The Village as owner/operator of the property, The



Village agrees to cooperate with the Contractor in obtaining any necessary permit or permit application and be responsible for all such costs.

**SR.3 Handling and Disposal of Hazardous Materials.** The Village understands and agrees that (i) the Contractor has not inspected, and will not inspect, the project site in connection with a proposed ECM for the purpose of detecting the presence of pre-existing Hazardous Materials that relate to an ECM or any project site, and (ii) The Village shall retain sole responsibility for the proper identification, removal, transport and disposal of any fixtures, components thereof, or other equipment or substances incidentally containing pre-existing Hazardous Materials, except as specifically agreed to by the Contractor pursuant to Paragraphs SR.4 and SR.5 (below).

If the Contractor, during performance of the work under a Task Order executed pursuant to this Master Agreement, has reason to believe that it has encountered or detected the presence of pre-existing Hazardous Materials, the Contractor shall stop work and shall notify The Village. The Village will evaluate the site conditions and notify the contractor of the results of this evaluation. The Contractor shall not be required to recommence work until this situation has been resolved. Any delay resulting there from shall be grounds to request an increase in the ECM Cost to the extent that such delay increases ECM Costs.

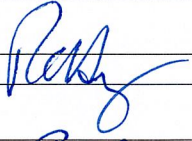
**SR.4 Asbestos and Lead-Based Paint.** To the extent provided for in a Task Order executed pursuant to this Master Agreement, in connection with the implementation of any ECM, the Contractor may agree to remove pre-existing asbestos containing material or lead-based paint, incidental to implementation of an ECM. However, unless the Contractor explicitly agrees in said Task Order to perform any portion of the testing, removal or abatement of the pre-existing asbestos or lead-based paint as part of the scope of work for any ECM, and unless the Task Order specifically references this Paragraph SR.4, The Village shall be deemed to be solely responsible as provided for in Paragraph SR.3.

If the Contractor in the course of ECM implementation disturbs suspected lead-based paint or asbestos containing material, it may propose to The Village that it perform any portion of the testing, removal, or abatement of the lead-based paint or asbestos containing material. Said proposal will include the requested increase in the ECM Cost on account of such additional work. The Contractor will not commence work involving additional cost without approval of the Contracting Officer. In the absence of an agreement to the contrary, the provisions of Paragraph SR.3. (above) shall apply.

In the event the Contractor agrees to include any portion of the testing, removal or abatement of the asbestos within the scope of work for an ECM implemented as described above in this Paragraph, the hazardous waste manifests or other shipping papers shall identify The Village as the sole generator of the Hazardous Materials.

**SR.5 Refrigerants, Fluorescent Tubes and Ballasts.** To the extent provided for in a Task Order executed pursuant to this Master Agreement in connection with the implementation of any ECM, the Contractor shall remove and/or dispose of all ozone depleting refrigerants, fluorescent tubes and fluorescent magnetic core and coil ballasts incidental to an ECM to the Hazardous Materials Disposal site (HAZMAT) on the installation. If there is no HAZMAT on the installation, any Hazardous Materials described in this Paragraph SR.5 that are produced as a result of an Installation will be disposed in accordance with all applicable federal, state and local laws and regulations, provided however, that the hazardous waste manifests or other shipping papers shall identify The Village as the sole generator of the Hazardous Materials.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

For "The Village" The Village of Avon	For the "Contractor" Niagara Mohawk Power Corporation d/b/a National Grid
Signature: 	Signature:
Printed Name: <i>Roberto Hayes</i>	Printed Name:
Title: <i>Mayor</i>	Title:
10/7/24	