

A Regular meeting of the Town of Avon was held on Thursday, January 23, 2025 at 6:00 P.M. at the Avon Town Hall, 23 Genesee Street, Avon, New York 14414.

PRESENT: Supervisor David LeFeber, Deputy Supervisor Thomas Mairs, Councilmen Malachy Coyne, Councilmen Paul Drozdziel, Councilmen James Harrington

ABSENT: Tom Crye, Highway/Water Supervisor

OTHERS: Attorney James Campbell, Dave Willard MRB Group Engineer, Brian Shannon, Code Enforcement Officer, Diana Farrell, Town Clerk,

VISITORS: Deb Spratt, Cindy Kellen

Supervisor David LeFeber called the meeting to order at 6:00 P.M. and led those in attendance in the Pledge of Allegiance.

VISITOR COMMENTS: Visitor Deb Spratt commented that she hoped the negotiations with the Highway Employees to proceed quickly. She wanted to be sure that the new Code Officer was aware of the trailer on Littleville Road that needs attention. She also hopes that the water improvement projects will move along.

### **RESOLUTION # 25 APPROVAL OF MINUTES OF MEETING OF JANUARY 9, 2025**

On motion of Supervisor LeFeber seconded by Deputy Supervisor Mairs the following resolution was ADOPTED AYES 4 NAYS 0 ABSTAIN 1

RESOLVE to approve the minutes of January 9, 2025 as presented by e-mail and to request they be published on the Town of Avon website at townofavon-ny.org.

**Vote of the Board: Supervisor LeFeber – Aye, Deputy Supervisor Mairs – Abstain, Councilman Drozdziel – Aye, Councilman Coyne - Aye, Councilman Harrington - Abstain**

### **DISCUSSION-ATTORNEY REPORT**

Attorney Jim Campbell was present.

- Reached out to T-Mobile for an update
- Spoke to Bruckel's attorney about moving the concrete and beginning the subdivision process
- Reviewed the Avon On The Green information they submitted and the Pilot amounts have been calculated

### **DISCUSSION- HIGHWAY/WATER REPORT**

Highway/Water Superintendent Crye was not present, report was given via email:

### **HIGHWAY:**

- **Snow removal**
- **Shop**

**WATER:**

- **Everyday maintenance & sampling**
- **Started water meter readings**

**DISCUSSION- CODE ENFORCEMENT REPORT**

Code Enforcement Brian Shannon was present, report was given:

- Have scheduled a couple fire inspections starting next week
- Lighting issue from National Grid with residents on 5&20 has been resolved
- Working on some complaints
- Finishing up my 9C codes class at the end of the week.

**DISCUSSION – ENGINEERING REPORT**

Dave Willard from MRB was present and following report was given:

- 3 Tank bids were received and reviewed by MRB. The following action occurred:

**RESOLUTION #26 AUTHORIZE SUPERVISOR LEFEBER TO SIGN PROPOSAL WITH PITTSBURGH TANK TOWER GROUP FOR TANK INSPECTION**

On motion of Supervisor LeFeber seconded by Councilman Harrington the following resolution was ADOPTED AYES 5 NAYS 0

RESOLVE to approve Supervisor LeFeber to sign proposal for tank inspection.

**Vote of the Board: Councilman Drozdziel – Aye, Councilman Coyne- Aye, Councilman Harrington - Aye, Deputy Supervisor Mairs - Aye, Supervisor LeFeber – Aye**



1 Watertank Place  
PO Box 1849  
Henderson, KY 42419  
P: 270-826-9000  
F: 270-767-6912  
[www.pttg.com](http://www.pttg.com)

Wednesday, January 8, 2025

David LeFeber  
Town Supervisor  
Town of Avon, NY  
23 Genesee Street  
Avon, NY 14414  
585-381-9250  
[dwillard@mrbgroup.com](mailto:dwillard@mrbgroup.com)

David,

Since 1919, Pittsburg Tank & Tower Group Maintenance Division has been providing tank services to our customers in over 60 countries, proudly making us a Global Company. Our wealth of experience encompasses all aspects of tank maintenance services, from paint and repair to dismantle and inspections. Our expertise expands beyond maintenance to tank design, fabrication, erection and professional engineering services for new tanks and modifications to existing tanks, including raising, lowering and moving services.

Having been ranked in the Top 600 Specialty Contractors and among the top 15 steel erectors according to Engineering News Record, it was natural to expand our offerings into the Custom Engineering and Manufacturing Industry. Our sister company, Allstate Tower Inc., manufactures structural steel components for towers and agricultural material handling, including complete turn-key systems and installation services.

At Pittsburg Tank & Tower Group, it's not only about the products we produce, but the people as well. Being a family-operated company with a commitment to the Safety and Health of our family of employees, we have worked with the Commonwealth of Kentucky's Labor Cabinet to achieve our SHARP Certification (Safety and Health Achievement Recognition Program), and we are recognized as a Drug Free Workplace in accordance with the standards set forth by the regulation; 803 KAR 25:280 Certification of Drug-Free Workplace.

We are proud to provide you with this proposal and look forward to working with you should you decide to accept it. To accept the proposal, simply sign and date one (1) copy and return it to our Henderson, KY office either by mail, fax or email.

Please feel free to contact us should you have any questions or concerns, or simply want to discuss the proposal further.

Respectfully,

**Pittsburg Tank & Tower Group  
Maintenance Division**

**Lawna Hergenrider**  
Account Executive  
270-215-4503 Ext: 4629  
270-228-0614 Fax  
[lhergenrider@pttg.com](mailto:lhergenrider@pttg.com)

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Wednesday, January 8, 2025

David LeFeber  
 Town Supervisor  
 Town of Avon, NY  
 23 Genesee Street  
 Avon, NY 14414  
 585-381-9250  
[dwillard@mrbgroup.com](mailto:dwillard@mrbgroup.com)

In accordance with the price, terms and conditions listed herein, we propose to furnish all labor, materials, equipment and insurance necessary to perform the work quoted. Please initial in the column next to your service selection.

Tank Type	Tank Address	Cap. Gal	Dia.	Ht.	Const. Type	Service	Insp. Only	Initial
Elevated Water Tank A	NYS Route 15 Avon, NY 14414	100,000	28'	144'	Welded	ROV Inspection	\$1,525.00	

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 New and Used Tanks



1 Watertank Place, PO Box 1849, Henderson, KY 42419  
P: 270-826-9000 F: 270-767-6912 [www.pttg.com](http://www.pttg.com)

Wednesday, January 08, 2025

#### Perform Interior Inspection

- Please note, our Remote Operated Vehicle (ROV) unit requires, at minimum, a 16" diameter manway/opening.
- The interior in-service inspection will be performed using our ROV Inspection Robot and the exterior will be inspected by our personnel trained in OSHA regulations utilizing fall protection equipment. **Tank is to remain full during internal inspection.**
- This inspection will check for deficiencies and meet tank inspection requirements of OSHA, EPA, AWWA and NFPA. All structural, sanitary, safety, security and coating conditions will be reviewed. Items examined will include ladders, shell, roof, vent, manways, welds, seams, foundation, anchors, safety systems, hatch, and external overflow. Any emergency items will be brought to Owner's attention by our Inspector personnel.
- Owner will receive a detailed written report of findings with photographs, video of inspection, corrective recommendations and cost estimates.
- The following tests shall be performed during the inspection: Lead check – Interior & Exterior (Only applicable to tanks erected prior to 1990), Mil thickness test (coating thickness) – Exterior only, Cross hatch test (paint adhesion) – Exterior only, Ultra-sonic test of tank shell – Exterior only. **\*If the tank is insulated, these tests are limited to exposed tank accessories only. Ultra-sonic thickness testing or mil readings of the shell or roof would require sections of the insulation to be removed to allow for proper testing. On spray foam insulated tanks, we will cut out various sections of foam to allow for the readings to be taken and the areas will then be repaired with aerosol foam cans. Panel insulated tanks will be repaired by installing inspection ports that will allow for continued use on future inspections.** This would be done at an additional cost per port.

**Please Note: In the event it becomes necessary to drain the tank once we are on site, draining shall be performed by Owner.**

#### Minimum Codes for Inspections NFPA 25-2014 AWWA M-42 2013

- **NFPA 25-2014; 9.2.6.1.1** States, "The interior of steel tanks without corrosion protection shall be inspected every 3 years."
- **NFPA 25-2014; 9.2.6.1.2** States, "The interior of all other types of tanks shall be inspected every 5 years."
- **NFPA 25-2014; 9.4.5** States, "Silt shall first be removed during interior inspections or more frequently, as needed, to avoid accumulation to the level of the tank outlet."
- **AWWA M-42-2013 Periodic Inspection** States, "The tank should be inspected at least once every 3 to 5 years or as required by state regulatory agencies. A drained "dry" evaluation or an underwater evaluation performed by robotic inspection are popular methods."
- **AWWA M-42 2013 Tank Washouts** states, "Tanks should be washed out and inspected at least once every 3 years, and where water supplies have sediment problems, annual washouts are recommended."

#### DISINFECTION PROCEDURE FOR "ROV INSPECTION UNIT"

1. Once our crew arrives on site, a chlorine solution made of ¾ water and ¼ chlorine bleach is mixed in a plastic spray bottle.
2. The ROV unit is removed from the case and placed on plastic. An inspection crew member, wearing plastic latex gloves, then sprays thoroughly the plastic and all exterior portions of the ROV unit using the chlorine solution.
3. A plastic bag is then also thoroughly sprayed on the outside and inside with the same chlorine solution. The ROV unit is then immediately placed into the plastic bag and the bag is tied secure.
4. The unit remains in the bag until the crew completes the external portion of the tank inspection.
5. When time for the internal inspection, the unit is carried to the top of the tank, removed from the plastic bag and placed in the water.

For more information about our inspections, please go to [Tank Inspection Information](#).

#### Definitions

**ROV:** Remote Operated Vehicle

**NA:** Used in the cleanout column and indicates tank construction type prevents an ROV Cleanout from being performed.

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New and Used Tanks



1 Watertank Place, PO Box 1849, Henderson, KY 42419  
P: 270-826-9000 F: 270-767-6912 [www.pttg.com](http://www.pttg.com)

Wednesday, January 08, 2025

**Terms & Conditions**

- 1) Prior to start of work, Owner will be furnished a certificate of insurance covering Workman's Compensation, Occupational Disease, Employer's Liability, and General Liability.
- 2) If tank is to be drained prior to our arrival, it shall be drained by owner. if it becomes necessary to drain the tank while on site, it must be drained by the Owner/Customer.
- 3) If needed a pressure release valve will be furnished during the cleaning and painting operation. Owner required to notify PTTM prior to mobilization if required.
- 4) In the event interior and/or exterior complete tank repainting is not included in this scope of work, all new tank appurtenances furnished and installed by PTTM as part of this scope of work shall be field primed and finish coated to match existing coating system(s), unless specifically excluded from our scope of work. Color to match as close as possible.
- 5) No paint shall be applied during wet, damp, or inclement weather.
- 6) All paint will be delivered to the job site in original containers with contents identified by the manufacturer.
- 7) If necessary, customer will be required to clear/move vehicles and equipment a safe distance from the job site to prevent damage and place physical barricades around the perimeter to restrict access.
- 8) Work to be performed using our standard wage scale with Open Shop personnel, by mechanics skilled in their trade.
- 9) All workmanship is guaranteed for twelve (12) months after completion.
- 10) Owner is to provide dumpster(s) for trash, paint consumables, blast media, and all other waste produced during course of job, including disposal of said waste.
- 11) Handling, removal, and/or disposal of hazardous or contaminated material (e.g., asbestos, lead, chemicals, heavy metals, etc.) requiring special handling or transportation to a specific disposal site are not included in the submitted quotation for work. Unless specifically included in our scope of work.
- 12) This quote does not provide for the shrouding or containment of blast media and paint.
- 13) Owner understands and agrees any Federal, State, and Municipal taxes imposed on Contractor with respect to the outlined work are additional expenses not included in the contract and further assumes the obligation of paying said additional costs incurred by Contractor. PTTM does not include costs for any permits, local licenses, fees, etc. in this proposal.
- 14) OWNER / CONTRACTOR agree that the exclusive venue for any litigation arising out of or relating to this Agreement shall be in the Circuit Court of Henderson County, Kentucky and that this Agreement and any litigation arising thereunder shall be governed, construed and interpreted according to Kentucky law.
- 15) In the event OWNER initiates any litigation against PTTM in contravention of this venue provision, OWNER shall pay PTTM's attorney's fees and costs incurred in obtaining a dismissal and transfer of the litigation to the proper venue in the Circuit Court of Henderson County, Kentucky.
- 16) OWNER and PTTM hereby waive any right they may otherwise have to venue in a federal court including, but not limited to, any right arising under federal question or diversity jurisdiction.

**TERMS**

50% with Order; Balance upon Completion OR Mutually Agreed Payment Terms  
**\*MasterCard, Visa and American Express are accepted, with prior authorization\***  
**Payments made by credit card will be subject to a processing fee of 3%.**  
**Interest will be applied to payments not received in accordance to payment terms.**

The parties approving this contract certify that they are fully authorized to do so, and that all legal requirements have been complied with. You are hereby authorized to furnish all labor, material, equipment and insurance required to complete the work mentioned in the above proposal, for which the undersigned agrees to pay the amount mentioned in said proposal. OWNER / CONTRACTOR agree that the exclusive venue for any litigation arising out of or relating to this Agreement shall be in the Circuit Court of Henderson County, Kentucky and that this Agreement and any litigation arising thereunder shall be governed, construed and interpreted according to Kentucky law. In the event OWNER initiates any litigation against PTTM in contravention of this venue provision, OWNER shall pay PTTM's attorney's fees and costs incurred in obtaining a dismissal and transfer of the litigation to the proper venue in the Circuit Court of Henderson County, Kentucky. OWNER and PTTM hereby waive any right they may otherwise have to venue in a federal court including, but not limited to, any right arising under federal question or diversity jurisdiction.

**ALL QUOTATIONS SUBJECT TO ACCEPTANCE WITHIN 60 DAYS**

Accepted : 1/23, 2025  
Company : Town of Avon, NY  
By : David L. [Signature]  
Title : Supervisor

Respectfully Submitted by:  
**Pittsburg Tank & Tower Group**  
**Maintenance Division**  
By : \_\_\_\_\_  
Jordan Pyles, Executive Director of Sales  
[jpyles@pttg.com](mailto:jpyles@pttg.com)  
270-869-9400 Ext: 4601

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**DISCUSSION – TOWN CLERK REPORT**

Diana Farrell was present, and report was given:

- Foot traffic at the Clerk's office has been busy as taxes are in full force. At 30% so far collecting.
- Continue to process dog licenses, notary, marriage licenses

**DISCUSSION:** Supervisor LeFeber presented the Board with the 2024 End of Year Budget Report. He told the Board he would answer questions after they reviewed it.

**RESOLUTION #27 ACCEPT SUPERVISOR LEFEBER'S 2024 END OF YEAR BUDGET REPORT**

On motion of Deputy Supervisor Mairs seconded by Councilman Coyne the following resolution was ADOPTED AYES 5 NAYS 0

RESOLVE to approve Supervisor LeFeber provided report.

**Vote of the Board: Councilman Drozdziel – Aye, Councilman Coyne- Aye, Councilman Harrington - Aye, Deputy Supervisor Mairs - Aye, Supervisor LeFeber – Aye**

**DISCUSSION:** Councilman Drozdziel presented the proposal from Logical Control Solutions. This proposal will provide maintenance and upgrades to the software that manages the environmental control of the Town Hall.

**RESOLUTION #28 ACCEPT SUPERVISOR TO SIGN PROPOSAL WITH LOGICAL CONTROL SOLUTIONS**

On motion of Deputy Supervisor Mairs seconded by Councilman Harrington the following resolution was ADOPTED AYES 5 NAYS 0

RESOLVE to approve Supervisor LeFeber to sign the proposal.

**Vote of the Board: Councilman Drozdziel – Aye, Councilman Coyne- Aye, Councilman Harrington - Aye, Deputy Supervisor Mairs - Aye, Supervisor LeFeber – Aye**



# Service Agreement

## *Avon Town Hall*

**PREPARED For:**

**Paul Drozdziel**

Avon Town Hall  
23 Genesee St  
Avon, NY 14414

**PREPARED By:**

**Jim McIntosh**

Logical Control Solutions, Inc.  
829 Phillips Rd  
Victor, NY 14564  
(585) 505-7500 | Cell Phone





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## ***Table of contents for Avon Town Hall***

### **Section 1 - Service Agreement**

- Service Agreement pricing, dates, and terms of services

### **Section 2 - Task List**

- Task list showing what tasks will be performed



## Service Agreement

Logical Control Solutions, Inc. proposes to provide labor, material, tools, and equipment to perform the services contained within this proposal for:

**Customer Billing Address**

23 Genesee Street  
Avon, NY 14414

**Site Service Location(s)**

Same as billing address.

**Proposal Number:** 25-0007-SA-01

**Presented by:** Jim McIntosh

**Proposal Date:** 01/22/2025

### Terms and Payment

The term of this agreement, for the equipment and coverage levels as outlined in the attached proposal, and in accordance with the attached terms and conditions, shall be 3 year(s), commencing on 03/01/2025, which will become the anniversary date of this agreement. Avon Town Hall agrees to pay Logical Control Solutions, Inc. the first year annual sum of \$3,815.00, payable in the amount of \$3,815.00, Annually plus all applicable state and local taxes.

All payments are due upon receipt of invoice from Logical Control Solutions, Inc.. An annual escalation to the first year price will be applicable and shall be based on published consumer prices indexes and changes in overhead, labor and material costs incurred by Logical Control Solutions, Inc..

<b>03/01/2025 – 2/28/2026 \$3,815.00</b>	2 visits/yr
<b>03/01/2026 – 2/28/2027 \$3,960.00</b>	2 visits/yr
<b>03/01/2027 – 2/29/2028 \$4,111.00</b>	2 visits/yr

### Acceptance

The contents of this proposal and agreement are the sole property of Logical Control Solutions, Inc. and are provided for customers use only. The prices contained within are valid for 30 days from the proposal date. Avon Town Hall understands that once signed by both parties, this proposal shall become a binding agreement fully enforceable by both parties. The customer also acknowledges by signing below that they have reviewed the scope, terms and conditions of this agreement and is an authorized representative of Logical Control Solutions, Inc..

**Avon Town Hall**

Signed: David Pilsbun

**Logical Control Solutions, Inc.**

Signed: \_\_\_\_\_

Date Accepted: 1/23/2025

Date Accepted: \_\_\_\_\_



## ***Service Agreement***

**Proposal:** Logical Control Solutions (LCS) proposes to furnish labor and materials to provide the following services for the Automated Logic® energy management system serving the above referenced project:

- I. Preventative Maintenance** - LCS will provide 2 visits (8 hours per day) per year to verify proper operation of the system. Scheduling of these visits will be coordinated in advance and cannot be used towards emergency visits (non-scheduled). During these visits a technician performs tasks as outlined.
- II. Emergency Service** - LCS will provide online and on-site service 24 hours, 365 days a year. Our staff will respond via a phone call within 4 hours of a call for emergency service. If it is determined that the emergency requires on-site attention, a technician will be on-site within 24 hours of the initial contact. Emergency service labor will be provided at additional cost according to the labor rates provided in Exhibit B
- III. Software Upgrades** - LCS will provide upgrades (version upgrades and patches/ updates) to our WebCTRL® software as they become available, as part of this agreement. This software is to be installed on an owner provided server. LCS will provide updated specifications for this server at the time of software upgrade.
- IV. Training** - This agreement includes unlimited basic operator training during scheduled preventive maintenance visits. Advanced engineering and programming courses are available at an additional cost.
- V. Materials** – Materials are not included. Repair parts will be quoted at our discounted eParts store rates.
- VI. Terms and Conditions**  
See Exhibit A
- VII. Labor Rates** All emergency service labor is subject to the rates published in **Exhibit B**. Service rates are subject to change annually. Training is subject to a 20% discount off our published rates. Discounted training is limited to a maximum 4 seats per year with a per class limit of 2 students. Additional students permitted at published rates.

See Exhibit B.



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## ***Service Agreement***

### **Exhibit A- Terms and Conditions**

#### **General Provisions**

- 1.1 The services provided under this agreement shall be provided during our normal working hours, Monday through Friday inclusive, excluding holidays, unless otherwise stated in this agreement.
- 1.2 This agreement, when accepted in writing by you (also referred to herein as "the Client") and approved by an authorized LCS. (also referred to as "we" or "us") representative, shall constitute the entire agreement between the two parties.
- 1.3 Either party may terminate this agreement on the anniversary date of the original or any extended term by giving the other party 30 days written notice.
- 1.4 If in the event, during the term of this agreement or within 90 days thereafter, you hire or in any way engage, any LCS employee who is presently performing services such as this agreement provides, compensation equal to the current annual salary of said employee will be paid by you to LCS
- 1.5 This agreement shall be governed by, construed, and enforced, in accordance with the laws in the State of New York.

#### **Initial Inspection**

- 2.1 This agreement pre-supposes that all equipment is in satisfactory working condition. During the first 30 days of this agreement or at first seasonal startup, we will inspect the equipment covered under this agreement. If we find the equipment in need of repair or replacement, we will notify you in writing of the deficiency and the proposed correction. We will not be responsible for the repair or replacement of the equipment until the equipment is restored to a condition acceptable to us. If no corrective action is taken within 30 days of our notice to you of deficiency, we will remove the equipment from coverage and adjust the agreement price accordingly.

#### **Charges and payments**

- 3.1 Invoices are due and payable within 30 days of date of invoice. If payment is not received when due, the agreement may be considered to be breached, and we may take whatever actions are available through law, including but not limited to suspension or termination of services and acceleration of payment.
- 3.2 If emergency service is performed at your request and inspection does not reveal any defect for which we are liable under this agreement, you shall be charged at our prevailing rates.
- 3.3 Service that is performed with your authorization on equipment not covered by this agreement shall be charged and paid by you at our prevailing rates.
- 3.4 You shall be responsible to pay any present or future sales, use, occupancy, excise or other federal, provincial, or local tax owed with respect to the services and material covered by this agreement.

#### **Warranty**

- 4.1 We warranty for one year from original purchase date or until the termination date of this agreement, whichever occurs first, that all equipment manufactured by Automated Logic Corporation shall be free from defects in material and workmanship which arise from normal use and service, provided the equipment should prove defective under this warranty, we will at our option, repair, replace, or issue credit for any such item.
- 4.2 For materials furnished but not manufactured by us nor bearing our nameplate, we will extend the same warranty we received from the manufacturer.
- 4.3 We warrant that the labor for all service provided in this agreement is guaranteed for 90 days after the work is performed.
- 4.4 This express warranty is in lieu of and excludes all other warranties, guarantees, or representations, expressed, or implied including warranties of merchantability or of fitness for a particular purpose.



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## **Service Agreement**

### **Warranty Cont'd.**

- 4.5 Your remedies with respect to equipment found to be defective in material and workmanship shall be limited exclusively to the right of repair, replacement, or credit of such equipment.

### **Safety and Hazardous materials**

- 5.1 It is our intent to perform all work in a clean, safe, and professional manner, causing no hazards to your staff, facility, the environment or to our service personnel.
- 5.2 We shall not be required to make safety tests, install new devices, or make modifications to any equipment beyond the scope of the original agreement in order to comply with recommendations or directives of insurance companies, government bodies, or for other reasons.
- 5.3 This agreement pre-supposes hazardous materials are not present at the jobsite, including but not limited to asbestos. If in providing service, we discover or suspect the presence of hazardous material, we will notify you. You shall be responsible for the cost and performance of testing, abating, encapsulating, cleaning up, removing, or rendering such materials non-hazardous. We have the right to stop work until the jobsite is free from hazardous materials.
- 5.4 You agree to notify us in writing of any hazardous materials on the jobsite and any jobsite safety policies including but not limited to lock-out and tag procedures, laboratory procedures, biological hazards and other items covered by right to know regulations or which may pose a hazard to our employees or equipment.

### **Client responsibilities**

- 6.1 Operate equipment according to the manufacturer's recommendations.
- 6.2 Promptly notify us of any unusual operating conditions.
- 6.3 Provide reasonable means of access to the equipment being serviced. You shall be responsible for any removal, replacement, or refinishing of the building structure, if required, to gain access to the equipment. We shall be permitted to control and/or operate all equipment necessary to perform the services herein described as arranged with your representative.
- 6.4 Properly dispose of used oil, filters, contaminated absorbents, and contaminated refrigerant unless otherwise stated in this agreement. Disposition will be performed according to applicable laws.
- 6.5 If remote service via internet is included in this agreement, you will provide, bear the cost of, and maintain a broadband grade internet connection in a mutually agreed upon location. All on-line service equipment (not including network connection) will remain the property of Logical Control Solutions unless otherwise stated in this agreement.



## Service Agreement

### Exclusions and limitations of liability

- 7.1 We shall not be responsible for repair or replacement of non-maintainable or non-moving parts of the system such as ductwork, shell and tubes, heat exchangers, unit cabinets, casings, refractory material, electrical wiring, water and pneumatic piping, structural supports, cooling tower fill, slats, and basins, etc. unless otherwise stated in this agreement.
- 7.2 We shall not be responsible for repairs, replacement, or services necessitated by reason of negligence, abuse, misuse, improper or inadequate repairs or modifications, improper operation, lack of operator maintenance or skill, or other reasons beyond our control. We assume no responsibility for service on equipment unless performed by our employees or persons authorized by us.
- 7.3 We shall not be responsible for repairs, replacements, or services to equipment due to corrosion, erosion, improper or inadequate water treatment by others, electrolytic action, chemical action, or other reasons beyond our control.
- 7.4 We shall not be responsible for loss, delay, injury, or damage that may be caused by circumstances beyond our control including, but not restricted to acts of God, war, civil commotion, acts of government, fire, theft, corrosion, floods, water damage, lightning, freeze-ups, strikes, lockouts, differences with workmen, riots, explosions, quarantine restrictions, delays in transportation, shortage of vehicles, fuel, labor or materials, or malicious mischief. **IN NO EVENT SHALL WE BE LIABLE FOR BUSINESS INTERRUPTION LOSSES OR CONSEQUENTIAL OR SPECULATIVE DAMAGES**, but this sentence shall not relieve Logical Control Solutions of liability for damage to property or injury to persons resulting from accidents caused directly by its negligence in performance or failure to perform its obligations under this agreement.
- 7.5 If the equipment or software included under this agreement is altered, modified, or changed by a party other than LCS, you agree that the appropriate changes to the scope and/or price will be made to this agreement.
- 7.6 At initial inspection or following 12 months of service, if individual item(s) cannot, in our opinion, be properly repaired, due to obsolescence, lack of availability of standard parts, excessive wear, or deterioration, we may withdraw the item(s) from coverage with ninety (90) days prior written notice.
- 7.7 Repairs and replacement of equipment parts and components is limited to restoring proper working condition. We shall not be obligated to provide replacement equipment that represents significant betterment or capital improvement. Exchanged parts and components become the property of LCS.

### Exhibit B

**2025 Labor Rates:**

	Normal Business Hours M-F 7:00 A.M - 3:30 P.M. Excluding Holidays	Overtime (non-business hours including Saturdays)	Double Time (Sundays & Holidays)
Technician	\$ 148.00	\$ 222.00	\$ 296.00

**Non-Contract Rates**

Technician	\$ 182.00	\$ 273.00	\$ 364.00
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**Please note:** Service rates are subject to change on a yearly basis. Any changes will be noted in an update to this Exhibit before the start of the next service agreement period.



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## ***Equipment Maintenance Tasks***

### **DDC Front End WebCTRL Server**

#### **System Backup & Maintenance (2 visits)**

- Shutdown the Building Automation System server software and do a complete backup of the database

#### **WebCTRL software update/ patch check (2 visits)**

- Check for and apply any available WebCTRL software patches or updates

#### **Windows Disk Clean up and Defrag (2 visits)**

- Run Windows Disk Cleanup service on operator workstation PC. Ensure that it completes successfully.
- Defragment hard drive on operator workstation PC. Ensure that it completes successfully.

#### **Server Review/ Critical Window Updates (2 visits)**

- Check for any critical system updates available for operator workstation PC. Download and install them.

#### **Check Alarm Logs (2 visits)**

- Review system alarm logs for all current and historical alarms since last inspection.
- Document all alarms and reset any which require manual action to clear.

#### **Restart BAS and Verify Operations (2 visits)**

- Restart the Building Automation System.
- Verify that system reboots successfully and review operation upon reboot.

#### **FDD Add-on Implementation (1 visit) (Not Included)**

- Install FDD Add-on for WebCTRL and set up.

#### **FDD Review (12 visits) (Not Included)**

- Review FDD alarms report, provide actionable feedback to customer.

#### **Control module driver version check/ update (2 visits)**

- Download latest control module drivers and confirm the latest are downloaded. Download latest to control modules as needed.



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### ***Equipment Maintenance Tasks***

#### **Graphics Review (2 visits)**

- Review equipment graphics for errors, correct/ document for correction as needed.

#### **Run Network Points Alarm Report/ check for errors (2 visits)**

- Run Network Points report, check for errors and correct/ document for correction as needed.

#### **Run Locked Points Alarm Report/ investigate and fix (2 visits)**

- Run Locked Points report, check for issues and correct/ document for correction as needed.



**RESOLUTION #29 APPROVAL OF 3<sup>RD</sup> FLOOR BUILDING USE FOR FEBRUARY 28, 2025**

On motion of Councilman Harrington seconded by Deputy Supervisor Mairs the following resolution was ADOPTED AYES 5 NAYS 0

RESOLVE to approve Stephanie Hann on behalf of Women in Ag to use the 3<sup>rd</sup> Floor on February 28, 2025.

**Vote of the Board: Supervisor LeFeber – Aye, Deputy Supervisor Mairs – Aye, Councilman Drozdziel – Aye, Councilman Coyne - Aye, Councilman Harrington - Aye**

**RESOLUTION #30 APPROVAL OF 3<sup>RD</sup> FLOOR BUILDING USE FOR MARCH 7, 2025 AND MARCH 8, 2025**

On motion of Deputy Supervisor Mairs seconded by Councilman Drozdziel the following resolution was ADOPTED AYES 5 NAYS 0

RESOLVE to approve Avon Preservation & Historical Society to use the 3<sup>rd</sup> Floor on March 7 & 8, 2025.

**Vote of the Board: Supervisor LeFeber – Aye, Deputy Supervisor Mairs – Aye, Councilman Drozdziel – Aye, Councilman Coyne - Aye, Councilman Harrington - Aye**

**RESOLUTION #31 APPROVAL OF 3<sup>RD</sup> FLOOR BUILDING USE FOR OCTOBER 25, 2025**

On motion of Councilman Harrington seconded by Deputy Supervisor Mairs the following resolution was ADOPTED AYES 5 NAYS 0

RESOLVE to approve Cindy Wolfer and Mike Raynard to use the 3<sup>rd</sup> Floor on October 25, 2025.

**Vote of the Board: Supervisor LeFeber – Aye, Deputy Supervisor Mairs – Aye, Councilman Drozdziel – Aye, Councilman Coyne - Aye, Councilman Harrington - Aye**

Councilman Coyne asked for information on replacement of the heat exchanger. They do have a life expectancy. Some of the units nearing that life. Also asked the improvements to the elevator.

**RESOLUTION #32 ACCEPT THE CLAIMS**

On motion of Councilman Harrington seconded by Deputy Supervisor Mairs the following resolution was ADOPTED AYES 5 NAYS 0

RESOLVE to accept for payment Abstract 2025-2 in the following amounts:

Concerning ABSTRACT of Claims Number 2025-2 including claims as follows:

General Fund	Amounts totaling \$	28,061.60
Highway Fund	Amounts totaling \$	4,199.74
Water Fund	Amounts totaling \$	1,675.25
Cemetery Fund	No Voucher	
Opera Block Capital Improvement	No Voucher	
Royal Springs Lighting	No Voucher	
Cross Roads Drainage District	No Voucher	
Bruckel Drainage District	No Voucher	
Royal Springs Drainage	No Voucher	
Town of Avon Fire Protection	No Voucher	
Rte. 39 Water SW2	No Voucher	

**Vote of the Board: Supervisor LeFeber – Aye, Deputy Supervisor Mairs – Aye, Councilman Drozdziel – Aye, Councilman Coyne - Aye, Councilman Harrington - Aye**

**DISCUSSION:** Town of Avon will participate with WASA in a grant application for a pilot program to detect water loss in the Town’s water system. The grant application is comprised of several municipalities and Livingston County Water Authority to seek equipment and possibility personnel services to do field work to identify water loss.

**RESOLUTION #33 APPROVE SUPERVISOR LEFEBER TO SIGN A LETTER OF SUPPORT AND PARTICIPATION IN THE PILOT PROGRAM**

On motion of Deputy Supervisor Mairs seconded by Councilman Drozdziel the following resolution was ADOPTED AYES 5 NAYS 0

RESOLVE to approve Supervisor LeFeber to sign letter.

**Vote of the Board: Supervisor LeFeber – Aye, Deputy Supervisor Mairs – Aye, Councilman Drozdziel – Aye, Councilman Coyne - Aye, Councilman Harrington - Aye**

**OPEN DISCUSSION BOARD MEMEBERS:**

Councilman Drozdziel mentioned the Comprehensive Plan committee will be meeting on Tuesday.

Deputy Supervisor Mairs mentioned he will be doing the Town Clerk and Court audit. Also he hopes Union negotiations will conclude soon.

The Jaguar Tubing project in the Village was also briefly discussed.

**VISTOR COMMENTS:**

No comments.

On motion of Councilman Harrington seconded by Supervisor LeFeber the meeting was *temporarily adjourned* at 6:45 P.M. for a Joint meeting with Avon Village Board in the Village Hall located at 74 Genesee St.

Respectfully submitted by:

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Diana Farrell, Town Clerk

**JOINT MEETING WITH AVON TOWN BOARD, 7:00 PM**

**Arriving were:** David LeFeber, Supervisor  
Thomas Mairs, Deputy Supervisor  
Councilman Malachy Coyne  
Councilman Paul Drozdziel  
Councilman James Harrington  
Atty. James Campbell

**School Resource Officer (SRO) Program**

There had been much discussion on the School Resource Officer (SRO) Program and Supervisor LeFeber said he'd met with School Superintendent Ryan P. Pacatte. The Town wouldn't continue with the current agreement once it expired; \$10,000 for half-a-year would close out the contract June 30, the Supervisor asserted.

The contract covered the school year, September 24 through June 25, at a \$20,000 contribution from the Town, Quinlan said.

\$10,000 was the appropriate payment, Atty. Campbell contended.

It sounds like we owe the \$20,000, Councilman Coyne countered.

**MOTION:** The Town Board moved to confirm the \$20,000 amount. Voting in favor were: Supervisor LeFeber, Deputy Supervisor Mairs and Councilmen: Coyne, Drozdziel and Harrington. Voting against were: none.

**CARRIED, 5 Ayes, 0 Nays**

**VIII. PUBLIC INFORMATIONAL MEETING                      TRIPHAMMER WATERMAIN REPLACEMENT PROJECT  
7:30 PM**

MRB GROUP, Engineering, Architecture &                      William Davis, Water Resources Engineering Director  
Municipal Planning Co., Rochester, NY                      Corey Hurley, Associate Engineer II

Will Wadsworth, Geneseo Town Supervisor, and Larry Levey, Geneseo Town Highway Superintendent, joined the meeting along with a dozen residents from Triphammer and Pole Bridge Roads. Attending were:

- |                          |                               |
|--------------------------|-------------------------------|
| Will Wadsworth           | Geneseo                       |
| Larry Levey              | Geneseo                       |
| Lorie Banker             | Triphammer Road, Geneseo      |
| Elaine Shengulette       | Triphammer Road, Geneseo      |
| David & Shirley Espersen | 5081 Triphammer Road          |
| Denise and Tim Banker    | Triphammer Road, Geneseo      |
| Gary Christenson         | 5091 Triphammer Road          |
| Gary Kone                | 5095 Triphammer Road          |
| Vicki Bishop             | 2936 Pole Bridge Road         |
| Nicole Flora             | 2938 Pole Bridge Road         |
| Joyce & Michael Faville  | 5183 Triphammer Road, Geneseo |

**A. Background:** The Triphammer watermain was installed approximately 100 years ago. The Village of Avon owned the line, and it had served Town of Avon and Town of Geneseo residents. The Village replaced the line about 1986, but the new line didn't take in all the residents who had been served by the old line so, the Village couldn't abandon the old line.

Because of its age, the Village has been forced to repair numerous leaks in the old line. A project had been proposed to construct a new watermain for Geneseo Town and Avon Town residents and to abandon the old line. Town of Geneseo Water District 7 would be created. Town of Avon residents served by the new main would be considered out-of-district users.

**B. Project Description:** Approximately 14,500-feet of 8-inch line would be laid on Triphammer (south side), Pole Bridge, North and Elm Roads. Fire hydrants would go in about every 600-feet. The line would be laid within highway rights-of-way. Each existing home would receive water service. Temporary or permanent easements might be necessary to contend with obstacles.

Under the project's Alternative #5 the old watermain would be abandoned which would reduce water loss and maintenance costs. Abandoning the old line would also remove a potential health risk from contamination. Having the Village and Town of Avon cooperating with the Town of Geneseo improved the chances for grant funding.

Providing fire protection (hydrants) on Triphammer and Pole Bridge Roads would reduce homeowners insurance costs. The new line would also loop "dead" lines on Elm and North Roads in the Town of Geneseo's District #6.

**C. Costs:** The Triphammer watermain replacement had been estimated at \$2,907,000 with 22 district and out-of-district users on the line.

If grant funding were received, the annual residential cost would be \$840 (\$440 for the purchase of 50,000 gallons of water and \$400 for debt service).

If grant funding were not received, the annual residential cost would be \$9,036 (\$440 for the purchase of 50,000 gallons of water and \$8,596 for debt service).

**D. Next Steps/Timeframe:** The Local Government Efficiency (LGE) grant application was due at noon the following day.

MRB, the Village of Avon and the Towns of Avon and Geneseo would have to:

- Prepare the State Environmental Quality Review (SEQR)
- Prepare the map, plan and report and form the proposed water district
- Finalize an inter-municipal agreement between the Village and Town of Avon and the Town of Geneseo
- Complete the bond resolution
- Pursue additional grant funding and project financing
- Complete the project design and obtain agency approvals
- Complete the project and commission a new water system
- Abandon the old water transmission main

Triphammer, Pole Bridge North and Elm Road residents had been dealing with the water situation for 40 years, Gary Kone of 5095 Triphammer Road said. No one there would disagree with the need to do it.

The Triphammer watermain replacement would connect with Town of Geneseo Water District #6, Davis said. A number of agricultural parcels would be included. Town of Avon residents would be served by the Town of Geneseo water district.

The new line would increase water pressure to Triphammer Road households and would loop Elm and North Roads; lines serving residents on those roads dead ended now, Davis noted.

It would take two years for the project to be planned and implemented, Davis added.

**IX. ADJOURNMENT**

**MOTION:** Deputy Mayor Hoffmann moved for adjournment at 8:35 PM, seconded by Trustee Freeman-Comeau. Voting in favor were: Deputy Mayor Hoffmann and Trustees: Comeau, Cushing and McCormick. Voting against were: none.

**CARRIED, 4 Ayes, 0 Nays**

Gary Margiotta  
Deputy Clerk