

A Regular meeting of the Town of Avon was held on Thursday, March 13, 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: Bill Oberdorf, Kitty Bressington, Nancy Sullivan, Karen Henderson, Garry Henderson, Cindy Kellen, Keith Parks, David Coyne, Alan E. Coyne

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: Alan Coyne resides at 5015 Littleville Rd Avon. He represented the residents on Littleville Rd served by the water line that was installed over 40 years ago. It was asked for the board to consider a new transmission main originating from Polebridge Rd going west on Littleville Rd. It was asked for the line to be sized properly and have hydrates installed for fire protection. This line could potentially serve a household which is on a private well. The existing water line at times doesn't provide adequate water pressure. The board asked MRB Engineer, David Willard to bring back at the next board meeting a cost estimate to put in the infrastructure. It was also noted that the pressure at Polebridge Rd is significantly higher than the pressure where this water line could possibility looped with the Village transmission main.

Letter read by Alan Coyne:

March 13, 2025

To the members of the Avon Town Board and others in attendance, good evening.

My name is Alan Coyne, I reside at 5015 Littleville Rd here in the Town of Avon. I am here this evening on behalf of myself and my neighbors to address issues regarding low and inconsistent water pressure affecting 7-8 homes between the intersections of Reservoir Rd and Polebridge Rd and the lack of a sufficient number of fire hydrants between Polebridge Rd and Darby Rd to protect 14 homes.

The current water line serving 6 of the 8 homes on Littleville Rd between Reservoir Rd and Polebridge Rd is only a 4" diameter line that was originally installed 43 years ago to serve 4 residences. Since that time the town allowed 2 more homeowners to tap on to that line.

The water pressure in these 6 homes depends solely on the height of the water inside of the reservoir which has been inconsistent and at times only providing 28 Lbs of water pressure.

When the Town of Avon installed the new waterline down Henty Rd you installed an 8" water main which currently has 90 Lbs of pressure with fire hydrants all along the way. That waterli e

crossed under Polebridge Rd over to Littleville Rd and was terminated on the southwest corner of Polebridge and Littleville.providing a point where it could be tapped for future use.

We are asking the town to extend the 8" line to better serve its taxpayers and water customers with adequate water pressure and fire protection.

We have one neighbor at the top of the hill on Littleville Rd, her name is Lillian Johnson, that is still on a Well even though her closest neighbors to the East and the West of her have town water.

What we would like to see from the town board are real steps forward to approve this project and to hire an engineering firm to draw up plans that could be submitted for proposals that would ultimately .90 out for bid.

I would like to remind the town that the original waterline (now serving 6 homes) got installed at a cost of zero dollars to the Town of Avon because I financed it and I installed it.

So the Town of Avon has been collecting the revenue from the water bills for 43 years with almost no investment to the infrastructure.

Thank you for your time and attention in this matter, Alan E. Coyne

RESOLUTION #53 AUTHORIZE MRB TO PROVIDE COST ESTIMATES TO THE TOWN BOARD AT THE NEXT REGULAR TOWN BOARD MEETING

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

RESOLVE to authorize MRB to provide cost estimates to the town board at the next regular town board meeting.

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

RESOLUTION #54 APPROVAL OF MINUTES OF BOARD MEETING OF FEBRUARY 27, 2025

On motion of Councilman Harrington seconded by Supervisor LeFeber the following resolution was ADOPTED AYES 4 NAYS 0

RESOLVE to approve the minutes of February 27, 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 – Aye, Councilman Drozdziel – Aye, Councilman Coyne - Aye, Councilman Harrington - Aye

TOWN BOARD
TOWN OF AVON
COUNTY OF LIVINGSTON

RESOLUTION MODIFYING 2025 BUDGET

At a regular meeting of the Town Board of the
Town of Avon, Livingston County, State of New York,
held at the Avon Town Hall on March 13, 2025

WHEREAS, the Town of Avon recently completed a multi-year project resulting in extensive renovations to the Avon Town Hall ("Third Floor Renovation Project"); and

WHEREAS, with the closeout of the Third Floor Renovation Project, the Avon Town Board was able to finalize its plan for the payment of debt associated with the financing of such improvements; and

WHEREAS, the finalization of the plan regarding the payment of debt associated with the Third Floor Renovation Project did not occur until after the Avon Town Board concluded its budget process for the 2025 budget year; and

WHEREAS, the Town Board of the Town of Avon duly adopted its Final Budget for the 2025 budget year ("2025 Budget") on November 7, 2025; and

WHEREAS, subsequent to the adoption of the 2025 Budget, the Town's accountant, Tina DeNigro, from Local Government Support Services, recommended various modifications to the 2025 Budget, as a result of the closeout and finalization of the Third Floor Renovation Project; and

WHEREAS, the Town Board has considered the recommendations made by the Town's accountant to modify the 2025 Budget and deems it to be in the best interest of the Town of Avon to act according to those recommendations as made by the Town's accountant; and

WHEREAS, the Town Board wishes to memorialize and specify the parameters of its approval of the amendments to the 2025 Budget as recommended by the Town's accountant.

NOW, THEREFORE, upon motion by Deputy Supervisor Mavis, seconded by Councilman Harrington it is hereby

RESOLVED, that pursuant to the written recommendations from the Town's accountant, Tina DeNigro, from Local Government Support Services, the Town Board of the Town of Avon, pursuant to New York State Town Law '112, hereby modifies and amends the 2025 Budget, as previously adopted, to the following extent:

1. Increases Appropriated Fund Balance from AUB from \$330,115.00 to \$543,882.65;
2. Adds Expense line AA.9730.600.000 Debt Principle, Bond Anticipation Notes for \$175,667.00; and
3. Adds Expense line AA.9730.700.000 Debt Interest, Bond Anticipation Notes for \$38,100.65; and

BE IT FURTHER RESOLVED, that a copy of this Resolution shall be appended to the 2025 Budget and filed in the Office of the Town Clerk.

Dated: March 10, 2025

Vote of the Board:	David LeFeber	<u>Aye</u>
	Thomas Mairs	<u>Aye</u>
	Malachy Coyne	<u>Aye</u>
	Paul Drozdziel	<u>Aye</u>
	James Harrington	<u>Aye</u>

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF AVON

Diana Farrell
Diana Farrell, Town Clerk

DISCUSSION- HIGHWAY/WATER REPORT

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

HIGHWAY:

- **Snow removal**
- **Shop**
- **County work on Bronson Hill – mowing & cutting trees**
- **Pothole patch**
- **Shoulders & driveway touch ups**
- **Fix intersections & digs**
- **Cut trees on Mill St**

WATER:

- **Everyday maintenance & sampling**
- **Tank Inspection**

DISCUSSION – ENGINEERING REPORT

Dave Willard from MRB was present, report was given:

- East Avon Water Tower had frozen water when the contractor came to inspect the tank. The exterior inspection was completed, and the contractor will be back in April to complete the study.
- The Town Board was notified that the Village of Avon will be the lead agent on the Triphammer Rd waterline replacement. Dave Willard recommended that the Village should be the lead agent. Resolution to follow later in the board agenda.
- The survey at the Town-line tank was complete. This is in preparation for the work at the tank. The design work will be complete in the summer with bidding to follow and the work completed next year in 2026.

DISCUSSION- CODE ENFORCEMENT REPORT

Code Enforcement Brian Shannon was present, report was given:

- Spoke with Josh Bruckel in reference to the concrete pile at the truck stop along Route 390. Should be starting the process of getting it ground up end of next week or the following week.
- Approved use of a garage at the Pirahna Property for an RV repair business per the resolution. Will just be working on repairing collision damage and refurb of living quarters. No motor work. New Company name is RV Specialist Group.
- Working on complaints. Have received some resolutions to them
- Requested to get a tablet with keyboard to help with inspections / etc. when out in the field.
- Working on setting up fire inspections.

DISCUSSION – TOWN CLERK REPORT

Diana Farrell was present, report was given:

- Taxes winding down. Collected approximately 94%. Have until 31st of March then will be reconciling with County. Things went well for this tax season.
- Continue with daily town business; notary, marriage licenses and copying requests.
- Next meeting will have a request to destroy of records.

RESOLUTION #56 ACCEPT THE MONTHLY REPORTS TOWN SUPERVISOR & TOWN CLERK

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

RESOLVE to accept the monthly reports for February 2025 from the Town Supervisor and from the Town Clerk as shown below:

Town Clerk's February 2025 Report:

Total Local Shares Remitted:	\$ 448.78	-	
New York State Department of Health	\$ 0.00	-	
NYS Ag. & Markets for spay/neuter program	\$ 26.00	-	
NYS Environmental Conservation	\$ 23.62	-	
TOTAL	\$ 498.40	-	

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

RESOLUTION #57 AUTHORIZE SUPERVISOR LEFEBER TO SIGN AGREEMENT THAT VILLAGE TO BE LEAD AGENT ON TRIPHAMMER WATERMAIN REPLACEMENT PROJECT

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

RESOLVE to authorize Supervisor LeFeber to sign agreement that Village of Avon be lead agent on Triphammer Watermain Replacement Project.

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

DISCUSSION: Town of Avon Employee Handbook is outdated. Heather Decher from Webster Szanyi Law office that assisted the Town with highway union contract gave the Town an estimate to assist with updating our employee handbook. The proposal will not exceed \$8,000.

RESOLUTION #58 APPROVE THE PROPOSAL FROM WEBSTER SZANYI TO UPDATE THE TOWN OF AVON EMPLOYEE HANDBOOK

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

RESOLVE to approve the proposal from Webster Szanyi to complete the employee handbook and the cost does not exceed \$8,000.

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

RESOLUTION #59 ACCEPT THE CLAIMS

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

RESOLVE to accept for payment Abstract 2025-5 in the following amounts:

Concerning ABSTRACT of Claims Number 2025-5 including claims as follows:

General Fund	Amounts totaling \$ 13,304.25
Highway Fund	Amounts totaling \$ 2,358.19
Water Fund	Amounts totaling \$ 3,811.31
Cemetery Fund	No Voucher
Opera Block Capital Improvement	No Voucher
Royal Springs Lighting	Amounts totaling \$ 1,360.23
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: Attorney Campbell would like to discuss the Union Contract that recently was agreed to by the Union representatives and the Town Board representatives. The Town Board would like to go into Executive session to discuss the agreement.

Supervisor LeFeber asked if there were any visitor comments before Board goes into Executive session.

VISTOR COMMENTS: Resident Kitty Bressington asked if there was a date set for another joint meeting with the Village. Mayor Hayes and Supervisor LeFeber discussed the date of April 10, 2025 at the Town Hall.

RESOLUTION #60 ENTER INTO EXECUTIVE SESSION

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

RESOLVE to enter executive session for the purpose of discussing matters related to collective negotiations under the Taylor Law. The Town Board invited Town Clerk, Diana Farrell and Attorney Campbell to participate. TIME 7:45 P.M.

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

RESOLUTION #61 CLOSE EXECUTIVE SESSION

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

RESOLVE to close executive session with action taken at 8:15 P.M.

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

RESOLUTION #62 AUTHORIZING SUPERVISOR LEFEBER TO SIGN THE BARGINING AGREEMENT FOR HIGHWAY UNION CONTRACT

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

RESOLVE to authorize Supervisor LeFeber to sign Union Contract.

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

RESOLUTION #63 AMENDING COMPENSATION SCHEDULE

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

RESOLVE to amend compensation schedule. Eric Hendrick, MEO/Water Operator \$29.50, Thomas Cook, Deputy Highway Superintendent \$31.61, William Rodgers, MEO \$28.50. This takes effect at the start of our next payroll period March 23, 2025.

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

OPEN ITEMS: Councilman Drozdziel discussed performance issues with building cleaner. The current cleaner will be notified that we are changing vendors. It was mentioned that we are still waiting for the final grant payment from NYS. All documentation has been submitted.

RESOLUTION #64 APPROVE ENTER INTO A CONTRACT WITH JAN-PRO CLEANER

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

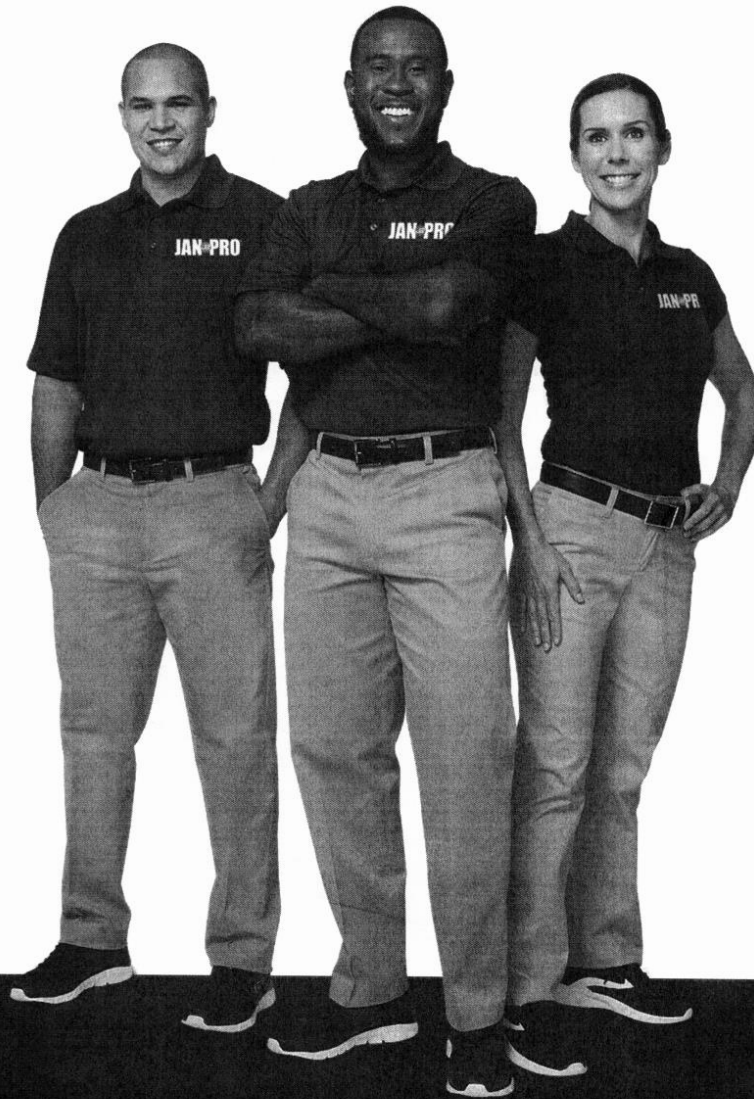
RESOLVE to approve to enter a contract with Jan-Pro Cleaning for Town Hall cleaning.

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

JAN-PRO™

CLEANING & DISINFECTING

JAN-PRO OF UPSTATE NEW YORK



Measurable Cleaning. Guaranteed Results.®

CLEANING SCHEDULE

Day(s) of Week: TBD

Cleaning Time: TBD

Basement, Floors 1, 2, 2.5 and 3, Reception, Tax, Corridors, Offices, Court and Events	Weekly	Monthly
Trash		
Empty all trash and recycling receptacles and remove to a collection point Replace liners as necessary	X	
Dusting		
Thoroughly dust all horizontal surfaces of common area furniture, including desks, tables, file cabinets, windowsills, and wall hangings	X	
Spot clean horizontal surfaces for removal of spillage, marks, and rings	X	
Thoroughly dust all vertical surfaces of common area furniture, including desks, tables, file cabinets, windowsills, and wall hangings		X
Wipe clean and disinfect all light switches and door handles	X	
Dust computer monitors which are not on	X	
High dusting of air vents, tops of doors, door frames, ceiling corners, and edges etc		X
Wipe clean and disinfect all telephone receivers and dust the bases	X	
Dust all baseboards & window blinds (if applicable)		X
Hard Floor Care		
Dust microfiber mop with 36" standard	X	
Thorough mop and rinse of hard surface floors	X	
Backpack vacuum of hard surface floors		X
Carpet/Vacuuming		
Vacuum all carpeted areas wall to wall	X	
Vacuum all carpeted edges and corners		X
Vacuum upholstery furniture		X
Vacuum all carpeted area mats	X	
Kitchen/Breakrooms		
Clean and disinfect sinks and countertops in breakrooms	X	
Empty trash receptacles and wash, if necessary	X	
Clean and disinfect appliance touch spots	X	
Clean under microwaves	X	
Clean inside of microwaves	X	
Clean appliance exteriors and tops of refrigerators	X	
Dust mop	X	
Damp mop with disinfectant	X	

ADDITIONAL NOTES:

Measurable Cleaning. Guaranteed Results.®

CLEANING SCHEDULE (cont.)

Day(s) of Week: TBD

Cleaning Time: TBD

Restrooms	Weekly	Monthly
Empty trash receptacles and wash, if necessary	X	
Empty sanitary napkin receptacle and spray with a disinfectant	X	
Disinfect door handles, partition handles, and light switches	X	
Clean all dispensers, mirrors, and fixtures	X	
Clean and disinfect sinks, toilets, toilet seats and urinals	X	
Spot clean walls and partitions to remove smudges and marks	X	
Restock all paper products and hand soap (w/ customer supplied products)	X	
Sweep and mop floor with disinfectant	X	
Clean and sanitize the outside of trash receptacles and dispensers	X	
Add water to floor drains		X
High dust tops of doors, partitions, mirrors, and air vents	X	
Clean and sanitize restroom partitions and walls around toilets and urinals	X	

Other		
Clean fingerprints and smudges from entrance and entry doors (both sides when weather permitting)	X	
Clean fingerprints and smudges from glass doors (both sides)	X	
Clean and disinfect drinking fountains	X	
Clean fingerprints and smudges from elevator touchpoints	X	
Stairwells - sweep and mop	X	
Report all maintenance issues in Log Book	X	

ADDITIONAL NOTES:

ADDITIONAL SERVICES UPON REQUEST

CARPET	<ul style="list-style-type: none">• Spot removal• Carpet cleaning
HARD SURFACE FLOORS	<ul style="list-style-type: none">• Burnishing• Top scrub and refinish (wax)• Strip and wax• Ceramic Tile Scrub
UPHOLSTERY AND WORKSTATIONS	<ul style="list-style-type: none">• Vacuum partitions• Spot removal• Extraction cleaning
WINDOWS	<ul style="list-style-type: none">• Inside and outside (ground floor only)
LIGHTING	<ul style="list-style-type: none">• Cleaning lights and light fixtures• Replacing bulbs
PROCUREMENT OF SUPPLIES	<ul style="list-style-type: none">• Paper products• Hand soap• Trashcan liners• Dispensers and containers• Other consumable supplies
ENVIROSHIELD	<ul style="list-style-type: none">• Common Areas• Call Centers• Offices• Medical Facilities

JANITORIAL SERVICES AGREEMENT

This Agreement is made with Town of Avon ("Client"), by and among [Certified Business Entity], a Jan-Pro Cleaning and Disinfecting franchisee, for the purposes of outlining the general terms and conditions under which a Jan-Pro Cleaning and Disinfecting Certified Business ("Jan-Pro Cleaning") will provide services to Client at the location(s) identified in the attached Exhibit A and with Rox Hamilton Inc. dba JAN-PRO of Upstate New York, a New York corporation ("Service Administrator"), for purposes of administering and coordinating services between Jan-Pro Cleaning and Client.

A. CLEANING SERVICES

1. **Services.** Jan-Pro Cleaning will provide to Client the recurring janitorial services ("Recurring Services") in accordance with the Scope of Work, and at the frequency, set forth on Exhibit A. Jan-Pro Cleaning may provide additional services on a per occurrence basis ("Additional Services," together with Recurring Services, the "Services") upon Client request at rates and/or for charges otherwise agreed to between Jan-Pro Cleaning and Client.
2. **Supplies.** Jan-Pro Cleaning will provide all tools and equipment, as well as all chemicals, cleaning supplies and labor needed to perform the Services. Jan-Pro Cleaning will supervise its own personnel and follow the reasonable and lawful cleaning requirements of Client for any specific matters that need to be addressed at the Cleaning Site(s). Client will provide all kitchen and/or restroom paper products, hand soap, trash can liners, and other consumables.
3. **Term.** This Agreement begins on the date of first service specified on Exhibit A and continues from that date for a period of one year. Each year thereafter, this Agreement will automatically renew for a period of one year, unless a party gives written notice of non-renewal to the other two parties at least 30 days before the expiration date. Rates for Recurring Services will be fixed for the first twelve (12) months of this Agreement. Thereafter, on each anniversary date, rates for the Recurring Services will increase by 3%.
4. **Payment Terms.** Client shall pay the fees set forth below and in Exhibit A.
5. **Solicitation.** Client agrees that during the term of this Agreement and for 90 days after the termination or expiration of this Agreement, Client will not solicit for the provision of Services or employment (whether directly or indirectly) any owner or employee of Jan-Pro Cleaning who provided Services to Client hereunder or any employee of Service Administrator, other than for Services to be provided under the Jan-Pro Cleaning & Disinfecting brand.
6. **Holidays.** Client agrees that it will not require services of Jan-Pro Cleaning on certain federally recognized holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, and Christmas; provided however, that if Client requests Jan-Pro Cleaning to provide services on such holidays, Jan-Pro Cleaning has the sole discretion as to whether Jan-Pro Cleaning and/or its employees will provide services on such holidays or an alternate day, without any claim of breach hereunder if Jan-Pro Cleaning declines. Jan-Pro Cleaning may require an additional fee to provide services on such holidays.
7. **Insurance.** Client insurance requirements shall be satisfied by way of Jan-Pro Cleaning maintaining commercial general liability insurance of \$1,000,000 per occurrence, \$2,000,000 in the aggregate with an additional Umbrella policy, workers' compensation insurance of \$1,000,000, and janitorial bonding of \$50,000.

B. SERVICE ADMINISTRATION

1. **Service Administrator.** Service Administrator is a regional sub-franchisor under the JAN-PRO® Franchise Development brand, that provides business development services and sells cleaning franchises under the "JAN-PRO Cleaning & Disinfecting®" brand, to independently owned and operated sub-franchisees for the operation of franchises that provide cleaning and disinfecting services nationwide (the Certified Business). Service Administrator does not perform any cleaning services. Services to be provided by Service Administrator shall include, but are not limited to the following:
 - a. Billing and collection functions, including issuance of invoices, receipt of monies due, and transmittal of notices of delinquency,
 - b. Ensure protection and adherence to the brand standards that may be established from time-to-time by Jan-Pro Franchising International, Inc. ("JPI"), the owner of the JAN-PRO brand, and
 - c. Assistance in finding a replacement Jan-Pro Cleaning & Disinfecting franchised business in the event of a termination or transfer under the terms of this Agreement.

2. **Invoicing.** Service Administrator will invoice Client at the beginning of each month for the Recurring Services, with payment due net 15 days from the date of such invoice. All Additional Services are invoiced as incurred, with payment due net 15 days from the date of such invoice. A finance charge of 1.5% per month (minimum \$15.00) will be assessed on all delinquent accounts over 60 days, calculated daily and compounded monthly. Jan-Pro Cleaning expressly authorizes Client to pay invoices for all Services directly to Service Administrator. NO discount terms are accepted.
3. **Termination and Transfer of Service.** This Agreement may be terminated by Client for non-performance of services only. Client must provide written notice specifying in detail the nature of any non-performance. Jan-Pro Cleaning will have 5 working days to cure a specific issue or 30 working days to cure a claim of general non-performance. If Jan-Pro Cleaning is unable to cure, Client may request in writing to Service Administrator (with a copy to Jan-Pro Cleaning) that the Service Administrator find a replacement Jan-Pro Cleaning. Service Administrator will work with Jan-Pro Cleaning and Client to transfer the account to a new Jan-Pro Cleaning. If despite these efforts, Client elects to terminate for non-performance, Client will notify the Jan-Pro Cleaning and the Service Administrator in writing and this Agreement will terminate 30 days after the date of the notice. If Jan-Pro Cleaning ceases performing services under the account for 7 days, or otherwise abandons the account, such action will be deemed a request by Jan-Pro Cleaning to transfer the account to a new Jan-Pro Cleaning without compensation.

This Agreement may also be transferred and/or assigned to a new Jan-Pro Cleaning upon request of the current Jan-Pro Cleaning. Upon that request, Service Administrator will provide notice to the Client and facilitate the assignment of the Agreement to a new Jan-Pro Cleaning.

C. MISCELLANEOUS

1. **Confidentiality.** All non-public, confidential or proprietary information of any Party, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by any Party, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the purpose of performing this Agreement and may not be disclosed or copied unless authorized in advance by a Party in writing. Upon a Party's request, each Party shall promptly return all documents and other materials received from a Party. Each Party shall be entitled to injunctive relief for any violation of this Section.
2. **Limitation of Damages.** In no event shall any Party, or its directors, employees, partners, agents, suppliers, or affiliates, or JPI be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from the Services provided by Jan-Pro Cleaning or the conduct of Jan-Pro Cleaning. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF Jan-Pro Cleaning, Service Administrator, and JPI ARISING OUT OF OR RELATING TO CLIENT RECEIPT OF THE SERVICES TO BE PROVIDED HEREIN EXCEED ANY COMPENSATION CLIENT PAID TO JAN-PRO CLEANING FOR PROVIDING THE SERVICES DESCRIBED HEREIN DURING THE 12 MONTHS PRECEDING THE EVENT GIVING RISE TO A CLAIM.
3. **Choice of Law.** The Parties agree that this Agreement shall be interpreted under the laws of the State of New York, and that any civil action regarding this Agreement (be it filed by Client or Jan-Pro Cleaning) shall only be filed in the Courts located in New York.
4. **Entire Agreement.** The Parties agree that this Agreement, including and together with any related Statements of Work, exhibits, and attachments, constitutes the full, complete, and entire understanding and agreement among all three parties concerning their obligations and related matters discussed herein, and supersedes any and all prior negotiations, understandings or agreements. The Parties acknowledge and agree that if there is any conflict between the terms and conditions of this Agreement and the terms and conditions of any Statement of Work, the terms and conditions of this Agreement shall supersede and control.
5. **Notices.** All notices, requests, consents, claims, demands, waivers and other communications under this Agreement (each, a "Notice", and with the correlative meaning "Notify") must be in writing and addressed to the Parties at their address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section.
6. **Counterparts.** This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

The Parties agree to the terms of this Janitorial Cleaning and Service Agreement.

SIGNED AND AGREED TO BY:

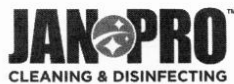
Client: Sig: <u>David H. Fisher</u> Name: <u>DAVID H. FISHER</u> Title: <u>Town Supervisor</u> Date: <u>3/17/2025</u>	Jan-Pro Cleaning: Sig: _____ Name: _____ Title: _____ Date: _____
Address for Notices: <u>23 Genesee St.</u> <u>Avon, NY 14414</u> _____ _____	Address for Notices: _____ _____ _____ _____
Service Administrator: Sig: _____ Name: _____ Title: _____ Date: _____	
Address for Notices: _____ _____ _____ _____	

JAN-PRO of UPSTATE NEW YORK | www.jan-pro.com/upstateny/**Exhibit A****First Day of Service: TBD****Locations:** Town of Avon, 23 Genesee St., Avon, NY 14414**Scope:** Per the walk through with Kim McDowell, basement and floors 1, 2, 2.5 and 3. The scope includes; reception, tax, corridors, kitchenette, offices, stairwells, elevator cab, court, events and restrooms**Square Feet:** 7,610**Frequency:** Floor 1, weekly. Floor 2, bi-weekly (see board meeting schedule), Floor 2.5, weekly (Assessors), Floor 3, as needed, (events up to 8x's are included) and basement, monthly.**Degree of difficulty:** Moderate.**Insurance:** Fully insured, including Care, Custody & Control.☐ Client requests that the Service Provider and its employees wear Jan-Pro branded uniforms while on Client's premises.☒ Client requests that the Service Provider and its employees wear identification badges while on Client's premises.

Pricing does not include applicable taxes. Proposal does not include consumables such as paper products, trash can liners. This proposal does include all equipment and chemicals necessary to do the Cleaning Schedule. If at any time there are: 1) changes mandated by law in required wages or other welfare and benefits for Service Provider employees; 2) changes in other regulatory requirements; 3) cost of goods increases in excess of 3% (when annualized); or 4) other cost increases outside the control of Service Provider (individually and collectively, a "Cost Escalation Event"), that collectively increase the cost for Service Provider to provide the Service in excess of 3% (when annualized), Service Provider may increase invoiced rates/prices by the amount necessary to cover the Cost Escalation Event that Service Provider identified pertaining to these mandated increases/product costs, but only within jurisdictions in which such changes are mandated and/or occur.

*** Note that if the information provided by Client on square footage, scope or frequency of service differs from Service Provider's expectations or is inaccurate in any way, Service Provider, either itself or by and through the Company shall have the sole and exclusive right to align expectations and correct any such inaccuracies, even after this Agreement is signed, and without claim of breach by Client.**

Your Initials *JA* Our Initials

JAN-PRO of UPSTATE NEW YORK | www.jan-pro.com/upstateny/

PRICING AGREEMENT

CLIENT: Town of Avon
 CLEANING LOCATION: 23 Genesee St., Avon, NY 14414
 DESCRIPTION OF CLEANABLE AREA: See attached Scope of Work

REGULAR SERVICE	PRICE PER MONTH*	INITIALS
1x per week	\$1,410.00 (tax exempt)	DL

SPECIAL SERVICES	PRICE PER SERVICE*	INITIALS
EnviroShield® & EndureSM (Every 6 Months)	\$TBD (tax exempt)	DL
Impact Clean	\$TBD (tax exempt)	DL
Emergency Special Services† (billed per person per hour)	\$70/person/hr	DL

START DATE	PRICE PER SERVICE*	INITIALS
Within 10 Business Days	No Charge	DL
Within 3 Business Days	\$270.00	DL
Requested Start Date		4/18/25

NOTES:

- Pricing is valid for 30 days from the proposal date unless specifically extended by JAN-PRO at its sole discretion.
- Pricing includes a 5% cash discount.
- Holidays (days not serviced): New Year's, Labor Day, Memorial Day, Thanksgiving Day, Independence Day & Christmas Day
- † Emergency Special Services min total amt is \$200 per occurrence. Bodily fluid etc billed at a higher rate.
- Payment options include check (cash), ACH and credit card.

By executing this Pricing Agreement, the parties agree to be bound by these terms and the conditions set forth in the accompanying Janitorial Services Agreement.

CLIENT

SIGNATURE: *David LeFever*PRINT: *David LeFever*DATE: *3/17/2025*

SERVICE PROVIDER

SIGNATURE:

PRINT:

DATE:

On motion of Councilman Harrington seconded by Supervisor LeFeber the meeting was adjourned at 8:30 P.M.

Respectfully submitted by:

Diana Farrell, Town Clerk