



LAGRANGE FIRE DISTRICT

504 Freedom Plains Rd • Poughkeepsie, NY 12603



MINUTES BOARD OF FIRE COMMISSIONERS Regular Meeting – Tuesday, January 28th, 2020

ATTENDEES: Chairman Marc Komorsky
Commissioner Stephen Piehler (*absent*)
Commissioner Richard Sassi
EMS Admin Michael Benenati
Commissioner Bob McCord
Commissioner George Burns
Chief Barry Ward
Secretary Bria Le

At 6:00 pm, Chairman Marc Komorsky called the Board of Fire Commissioners regular meeting to order for Tuesday, January 28th, 2020, and led the Pledge of Allegiance. He welcomed Mr. Pignataro and noted that Commissioner Piehler should arrive later.

MINUTES: 1/14/20 Organizational & Regular meeting
Upon a MOTION made by Commissioner McCord and SECONDED by Commissioner Burns, the Board RESOLVED to approve the Organizational & Regular meeting minutes from 01/14/20. Burns – Aye, McCord – Aye, Sassi – Aye, Komorsky – Aye. **Motion Carried.**
Upon a MOTION made by Commissioner Sassi and SECONDED by McCord, the Board RESOLVED to approve the minutes from the Special meeting on 1/21/20. Burns – Aye, McCord – Aye, Sassi – Aye, Komorsky – Aye. **Motion Carried.**

CORRESPONDENCE:

- Checks – Cinnamon Tree Children's Center for CPR training classes - \$125.00 & \$100.00
Upon a MOTION made by McCord and SECONDED by Burns, the Board RESOLVED to deposit into the General Fund. Burns – Aye, McCord – Aye, Sassi – Aye, Komorsky – Aye. **Motion Carried.**
- Donation Letter – Galeno. Short discussion followed and the Komorsky said the Board couldn't accept the donation as the District already had the items and, unfortunately, didn't have any space for additional ones.

ROOM USE REQUESTS:

- Station 2 (or 1) on the 3rd Monday each month in 2020 from 6 pm – 8 pm for Hongach on behalf of the LaGrange Democratic Party. Komorsky said the Board respectfully declines as the Board is nonpolitical does not want to allow the room to be used by any political groups.

REPORTS: (by officers present)

- **Treasurer** – (*no report*)
- **EMS Administrator** – (*no report*)
- **Department** – (*no report*)
- **Union** – (*no report*)
- **Chief** – (*no report*)



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OLD BUSINESS/UNRESOLVED ITEMS:

- **Building Repairs/Repair Requests** – Komorsky stated that they have had a hard time reaching Bragg for the electrical work at Station 3, but that he does now have a meeting with Bragg scheduled for the next week to review the items that need attention. Le said that Newburgh Doors has completed the work at Station 1 but has one door left at Station 2 and is waiting to receive the material for the Station 3 door. Short discussion followed regarding the Station 1 door. Le also noted that the copier at Station 1 was having issues and has been looked at by Bell Copiers.

NEW BUSINESS:

- Heating System Service Agreement – Komorsky reviewed the service agreement that was approved at the last meeting, but noted that the Board wanted to approve both parts of the agreement for a total of \$12,300.
Upon a MOTION made by Burns and SECONDED by McCord, the Board RESOLVED to approve the difference between the \$9450 (that was previously approved) and the \$12,300 for the service agreement (full agreement attached). Burns – Aye, McCord – Aye, Sassi – Aye, Komorsky – Aye. **Motion Carried.**
- Generator Preventative Maintenance Renewals – Komorsky said this was an important agreement to maintain the generators. Short discussion followed.
Upon a MOTION made by Burns and SECONDED by McCord, the Board RESOLVED to approve the agreements totaling \$1236.90 per year (per station) for three years. Burns – Aye, McCord – Aye, Sassi – Aye, Komorsky – Aye. **Motion Carried.**

ABSTRACT: \$36,769.61

Upon a MOTION made by McCord and SECONDED by Burns, the Board RESOLVED to pay the bills for the month of January as per the abstract for \$36,769.61. Burns – Aye, McCord – Aye, Sassi – Aye, Komorsky – Aye. **Motion Carried.**

PUBLIC COMMENTS:

Resident Anthony Pignataro whether the generators automatically turn on when power is lost. Short discussion followed regarding the generators. Next Pignataro asked when the yearly tax check is received and Komorsky said it usually arrives in March. Short discussion held regarding the tax revenues.

EXECUTIVE SESSION: (none)

ADJOURNMENT:

At 6:18 pm, upon a MOTION made by McCord and SECONDED by Burns, the Board RESOLVED to adjourn the meeting. Burns – Aye, McCord – Aye, Sassi – Aye, Komorsky - Aye. **Motion Carried.**

Respectfully submitted,

Bria Le – District Secretary
(Approved by the Board of Fire Commissioners on 2/25/20)

VENDOR	Amount Due	PO #	Due Date	1/28/2020
A & S Ignition ✓	\$ ✓167.00	5039		Starter for 47-61
A-1 Auto and Pool Supplies >	\$ ✓110.11	9463		Shop Supplies
A-1 Auto and Pool Supplies >	\$ ✓87.21	9477		Cleaning Supplies
ADP ✓	\$ ✓685.53	9452		ADP Fees
Ameritas Life Ins Corp of NY	\$ 5,850.76	9451		Dental Insurance February 2020
Arch Insurance	\$ 6,346.68	9480		Disability & Paid Leave Insurance for 2020
Architectural Door & Hardware of NY ✓	\$ ✓2,943.85	9475		Door Repair Sta 1 & 3
Bottini Fuel >	\$ ✓207.92	9459		Propane Delivery
Bottini Fuel >	\$ ✓154.96	9442		Propane Delivery
Bottini Fuel >	\$ ✓726.33	9479		Diesel Fuel Delivery
Central Hudson >	\$ ✓607.26	9458		Sta 3 Electrical
Central Hudson >	\$ ✓867.21	9465		Sta 1 Electric
Cryo Weld >	\$ ✓48.26	9453		Cylinder Refill
Cryo Weld >	\$ ✓63.60	9454		Gauges
Cryo Weld >	\$ ✓91.01	9472		Cylinder Refill
Doyle Security Systems ✓	\$ ✓319.50	9447		Building Monitoring
Dutchess CC EMS Programs ✓	\$ ✓400.00	9456		PALS & ACLS Training
Dutchess County EMS Council ✓	\$ ✓75.00	9467		Membership Annual Dues
Edward B. Murray ✓	\$ ✓542.00	9462		Medicare B Reimbursement
HG Page & Sons ✓	\$ ✓25.92	5037		Shop Supplies
IAFC Membership ✓	\$ ✓1,142.50	9457		Membership dues for IAFC
Jack Haverty's Parts ✓	\$ ✓33.69	9467		47-72 Air Filter
John Page Development Co. ✓	\$ ✓4,278.27	9478		Mechanics Facility Rent
KoscoHeritage >	\$ ✓347.25	9460		Sta 1 Oil delivery
*KoscoHeritage/HOP Energy (mp) See Bottini	\$ ✓154.96	9442		Propane Delivery
KoscoHeritage/HOP Energy >	\$ ✓586.76	9470		Fuel Oil Delivery
KoscoHeritage/HOP Energy >	\$ ✓317.17	9476		Fuel Oil Delivery
Manpower >	\$ ✓889.31	9448		Personnel Work
Manpower >	\$ ✓887.20	9464		Personnel Work
Medical Warehouse >	\$ ✓480.32			Various Medical Supplies
Medical Warehouse >	\$ ✓201.42			Various Medical Supplies
Municipal Emergency Services >	\$ ✓113.24			Uniform Jacket
Municipal Emergency Services >	\$ ✓317.08			Tiles for Cabinets for 47.71
Northeast Pest & Wildlife Control ✓	\$ ✓425.00	9468		Monthly Pest Services
NYCOMCO ✓	\$ ✓51.81	5041		BNC Connector replacement
Poughkeepsie Imported Car Parts ✓	\$ ✓186.18	9471		47-72 Starter
Security Mutual Life Ins Co ✓	\$ ✓464.50	9444		Career Life Insurance
Security Mutual Life Ins Co ✓	\$ ✓437.00	9481		Career Life Insurance
Shawn Murray ✓	\$ ✓1,923.90	9443		Medicare B Reimbursement
Shelter Point Life Ins Co ✓	\$ ✓930.11	9445		Vision Insurance
Staples ✓	\$ ✓317.42	9466		Office Supplies
State of New York ✓	\$ ✓50.00	9446		Arbitration Service Fee
Stryker Sales Corporation >	\$ ✓775.42	9434		SMRT Battery Pak
Stryker Sales Corporation >	\$ ✓468.56	9449		EMS Supplies
Verizon Fios >	\$ ✓146.27	9474		Cable & Internet
Verizon Fios >	\$ ✓141.98	9473		Cable & Internet
Verizon Wireless ✓	\$ ✓28.08	9450		Apparatus & Smartphones
VESO Life ✓	\$ ✓353.90			Life Insurance Volunteer
TOTAL SUBMITTED \$ 36,769.61		Date:	Commissioner Signatures:	
changes listed:		1/28/20		
		1/28/20		
TOTAL APPROVED		1/28/20		
KEY:		1/28/2020		
pre-paid		1/28/2020		
Paid				



PROPOSAL

DATE: 1/13/2020

TO: LaGrange Fire District

CC: Marc Komorsky apogee60@yahoo.com
Bria Le secretary@lagrangefireny.us

FROM: REDEMPTION MECHANICAL, INC
STEPHEN TURNER (PRESIDENT)
845-531-9332 RMI316@OUTLOOK.COM

RE: Heating System Services

SCOPE OF WORK: Performs full service of heating systems at all stations (excluding station 3 which has new boiler)

Station 1: 2 Oil fired hot water boilers.
1 Oil fired Water heater

Station 2: 2 Gas fired Hot water boilers (condensing high efficiency)
2 Gas fired Roof Top Units
1 Gas fired Water heater

Service shall include a full inspection, brush and vacuum of heat exchangers as necessary, filter change as necessary, test and adjustment of gas and oil pressure as necessary, purge of hydronic zones as necessary. A full test of all electrical components of associated systems and circuits. Test and adjustment of feed water systems to boilers, all circulators, blowers, vents, and dampers associated with systems. Flush and cleaning of water heaters. Test and adjustments of all systems safeties and limit controls. Full analysis and preventative maintenance to all system components.

MISCELLANEOUS: This covers preventative maintenance and servicing as described and does not include additional parts or labor beyond scope of work. Any questionable items shall be noted in final report after servicing is complete with recommended repairs if any are found.

TOTAL COST: \$2850.00 service and preventative maintenance only

Additional Service Agreement: Covers all systems and all stations (21 systems total)- Includes 2 scheduled preventative maintenance visits of every heating and cooling and hot water system. No Emergency or after hours call charges, 10% discount on all parts and labor for repairs and replacements, no diagnostic charges.

Cost of Service Agreement: \$9450.00

PAYMENT TERMS: In accordance with standard payment and meeting schedule

H.O. PENN MACHINERY CO., INC. PREVENTATIVE MAINTENANCE AGREEMENT

This preventative maintenance (PM) agreement dated January 17, 2020, is being entered into by H.O. Penn Machinery Company, Inc. (hereinafter referred to as the “**Vendor**”) and **LaGrange Fire District, Account #10147**, (hereinafter known as the “**Owner**” or “**Company**”) for the purpose of maintaining a preventative maintenance program on the equipment listed below:

Model(s): D60S4
Serial #(s): N4D00570

Contact Name: Barry Ward / Bria Le
Phone: 845-452-4989
Fax:
E-Mail Address: lfd@lagrangefd.org; secretary@lagrangefd.org

Physical Location of unit(s): Station 1

I. BASIC AGREEMENT

Upon acceptance of this Agreement, The Vendor will render service and/or inspection on the listed equipment as set forth in the Scope of Work Details. All inspections and preventative maintenance will be conducted during regular business hours (7:00 A.M.-3:30 P.M. Monday through Friday), unless otherwise stipulated below. The Vendor will respond to after hour calls should the Owner authorize such calls. Said calls will be billed at the published labor rates for the applicable time. It is understood that the Vendor is responsible only for the work called out in the Scope of Work Details Attachment I. and that the Owner will pay the Vendor at prevailing rates for any parts or labor used in accomplishing additional work or repairs that may be needed.

II. SCOPE OF WORK DETAILS - Please see “Attachment I”

III. TOTAL COST OF THIS AGREEMENT: \$1,236.90 each year for 3 years totaling \$3,710.70

IV. TERMS

- 1. SPECIAL INSTRUCTIONS:** Standard two (2) visits a year PM service agreement. One (1) Major PM service and one (1) Minor PM service a year.
- 2.** This agreement will run for thirty-six (36) months from the anniversary date of April 1, 2020.
- 3.** Payment will be made upon presentation of invoice at time services are completed, unless specified above under special instructions. \$804.76 for the major visit and \$432.14 for the remaining minor visit performed. **Prices DO NOT include taxes, freight or environmental charges.**
- 4.** Payment is due thirty-(30) days from date of invoice. Should payment not be made in accordance with Item # 3 above, this agreement may be canceled without further notice or obligation by the Vendor, after thirty (30) day written notification.

V. LIMITATION OF LIABILITY

It is further understood that the Vendors liability is limited to the repair of work or material actually used in this Agreement for the length of the terms of the Agreement. The Vendor shall not be liable for any losses, damages, injuries, claims, demands and expenses, including, but not limited to, consequential or incidental damage, caused by war, Acts of God, Acts of terrorism, governmental regulations, strike, loss, damage, destruction, obsolescence, claims by third parties, or loss by the Owner as a result of the failure of the equipment to perform or any loss or claim not herein specified, but of a contingency nature.

VI. WARRANTIES

Vendor represents and warrants that Vendor is fully equipped, experienced and qualified to perform the Services set forth in this Agreement, and the services shall be performed in a timely and professional manner. The repairs will conform to or exceed, in all material respects, the specifications described in the Agreement, as well as the standards generally observed in the industry for like services. All materials used in the provisions of the services shall be of first quality, remanufactured or new in all respects and not used, unless new is not available, in which case, with prior Owners approval, used or remanufactured parts will be used. Vendor further warrants that all materials, equipment and labor supplied to Owner are and shall be free from errors, faults and defects in workmanship, construction, structural and functional design, material and operation and in conformance with the requirements of this Agreement for a period of six (6) months following the completion of the Services to Owners satisfaction. During such period Vendor, at Vendors expense, shall repair, replace or correct defective or incorrect Services performed by Vendor or its subcontractors.

VII. ADDITIONAL WORK

It is understood that, from time to time during the term of this Agreement, Owner may request Vendor to perform services or provide materials which are not set forth in the Agreement but are related to the services encompassed within the Agreement (herein "Additional Work"). Vendor hereby agrees to perform such Additional Work so long as prior to the performance of such Additional Work, Owner shall authorize in writing the scope of such Additional Work and compensation payable to Vendor for the full performance of said Additional Work. In the event Vendor shall fail to secure such a writing relating to such Additional Work, any such work thereafter performed shall be deemed a part of the Agreement and Vendor shall not be entitled to any additional compensation therefore.

VIII. COMPLIANCE WITH SAFETY REGULATIONS

The Vendor shall provide trained personnel to perform Agreement Duties or Additional Work in compliance with OSHA General Industry Standard (29 CFR 1910). The responsibility for the implementation and enforcement of health and safety requirements for Vendor personnel lies with Vendor and its safety support staff. Vendor will provide electronic Material Safety Data Sheets (MSDS) in compliance with OSHA Hazard Communication Standards at the Owners request. Vendor shall take precautions for the safety of, and provide the necessary protection to prevent damage, injury, or loss to:

- a. Vendor personnel at the work site.
- b. materials or equipment to be provided, incorporated in, or utilized in connection with, the Agreement Duties, whether on or off the work site.
- c. the work zone in control of the Vendor.

It is the policy of H.O. Penn Machinery to provide a safe work environment for its employees by eliminating recognized hazards from the workplace. Our health and safety program has been developed to assure compliance with federal, state, and local regulations with particular emphasis on the regulations that apply to our operations. Health and safety are functional responsibilities of each supervisor.

The Owner will provide a safe job site/area that is free of debris and is not a hazardous for the Vendors employees to work in, including provision of safe and OSHA compliant access to the items being serviced.

Any site-specific safety requirements or hazards at the work zone shall be communicated to the Vendor and its on-site personnel by the Owner.

SUMMARY

This document represents the final, complete, and exclusive Agreement between the Vendor and Owner, there are no promises or agreements on the part of either party hereto except as herein contained. Any amendment hereto must be in writing and signed by authorized personnel of each party. Amendment or termination of this Agreement may be made by either party within thirty- (30) days of written notice.

For H.O. Penn Machinery Company:



By: Debra A. Squittieri

Date: January 17, 2020

Title: EPG CSA Program Manager

Engine Product Support Mgr. _____

For Owner:

By: _____

Date: _____

Title: _____

Manager approval: _____

Attachment I

H.O. Penn Machinery Generator Preventative Maintenance Scope of Work

Minor PM Service Visit

During a Minor PM Service Visit our service technicians will perform the following:

Cooling System

- Visual inspection of radiator or heat exchanger for leaks, damage, and obstruction.
- Check jacket water coolant level and take coolant sample for analysis.
- Test coolant for proper antifreeze percentage.
- Check jacket water heater for proper operation and adjust thermostat setting as needed.
- Inspect condition of radiator cap, gasket and sealing surface.
- Visual inspection of water pump and cooling system gaskets for leaks.
- Check belt tension and inspect for cracking and fraying if accessibility without disassembly permits.
- Inspect pulleys for excessive wear and lubricate hub bearings as needed.
- Inspect flexible water connections for cracking, leaks, and pliability.
- Tighten hose clamps as needed.

Lubrication System

- Check oil level. **Top off with oil from customers stock.**
- Check for excessive crankcase blow-by with engine running.
- Visual inspection of front and rear crankshaft seals and lubrication system gaskets for leaks.
- Inspect oil hose and connections for cracking, leaks, and pliability.
- Take crankcase oil sample and send to our S.O.S. laboratory.

Fuel System – Diesel Engine

- Inspect flexible fuel lines for cracking, leaks and pliability.
- Check day tank/base tank level and test day tank pump for proper operation.
- Operate fuel-priming pump and check for proper operation and leaks.
- Drain water from water separator.
- Check fuel system for leaks.
- Check electronic governor connections and actuator.
- Inspect steel fuel lines for cracks, leaks and proper line bracket support.

Fuel System – Gas Engine

- Check for the presence of gas leaks.
- Check spark plug ignition wires and coils.
- Check governor and actuator linkage. Adjust if needed.
- Check ignition timing.

Starting System

- Top off electrolyte level in batteries with distilled water from customers stock if applicable.
- Check and record battery charger/alternator for proper charge rate.
- Check for proper cranking termination upon starting.
- Clean and apply corrosion inhibitor to the terminals of lead acid batteries as needed.
- Tighten battery cable connections as needed.
- Inspect and tighten starter motor, connections, and wiring.
- Check and record battery voltage dip level during overcrank test for minimum voltage required to maintain controls during start-up.

Exhaust System

- Inspect flexible exhaust coupling for cracks, excessive leakage, broken, or missing hardware.
- Inspect exterior of exhaust manifolds for oil/fuel slobbering (signs of wet stacking).
- Inspect exhaust rain protection and exhaust outlet screening.
- Drain water in exhaust moisture traps.

Air Intake System

- Inspect air filters for plugging and deterioration, clean if required.
- Check all air intake piping for damage and loose connections.
- Inspect air cleaner seal for pliability and sealing and clean if necessary.
- Inspect turbocharger for excessive endplay clearance (if accessible) and seal leakage.

Installation

- Walk around inspection of complete installation.
- Inspect generator set vibration isolators.
- Check for abnormal noise or vibration.
- Re-check for oil and coolant leaks with engine running.
- Check for proper operation of remote fan motors, thermostats, circulating pumps, and solenoid valves.
- Check inlet and discharge louvers for proper operation with engine running and stopped.

Control Panel

- Operational check of illumination and safety lamps.
- Check electronic control panels for fault codes. Clear any unnecessary codes, notify customer of any codes that need to be addressed.

- Check proper operation of engine and generator instruments with generator running.
- Adjust governor control for optimum performance and frequency.
- Adjust voltage regulator for proper voltage.
- Check for and tighten loose terminals on the generator and the generator control panel.
- Check tightness of relays in the generator control panel.
- Inspect for excessive dirt accumulation and clean as needed.
- Test auto-start system with the authorization of the plant engineer.
- Test safeties and pre-alarms on engine/generator control and annunciator panels with customer assistance.
- Check operation of automatic sync equipment with customer authorization.
- Place generator online and check operation of transfer switches. This will be done only with the consent of the building engineer or building representative.

Upon Completion of Service

- Reset all controls to automatic.
- Set circuit breaker to correct position.
- Check that fuel valves are in correct position.
- Check that battery charger is on.
- Check that day tank controls are on.
- Check that Louver controls are on.
- Check that Jacket water heater is on.

Major PM Service Visit

During a Major PM Service Visit, our service technicians will perform the Minor PM Service as well as the following:

Additional Steps

- Change engine oil and filters.
- Change primary and secondary fuel filters.
- Properly dispose of waste oil and filters.
- Lubricate fan drive if accessible.
- Lubricate governor linkage.
- Lubricate generator bearing if accessible.
- Clean or Replace inlet filter for day tank.
- Clean crankcase breather.
- Check and adjust gas pressure regulator as needed. (Gas units only)
- Check carburetor linkage and adjust as needed. (Gas units only)
- Remove spark plugs. Check, clean and adjust spark plug gap. Notify customer if spark plugs need replacing. (Gas units only)
- **Add Shock & Bulk® Fuel additive to the diesel fuel tank. (Diesel engines only)**

H. O. Penn will notify the owner of any conditions requiring repair that are discovered during a PM. Any problem discovered as a result of a PM visit will be quoted separately.

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Model(s): **Generac**
Serial #(s): **96A06199-S**

Contact Name: **Barry Ward / Bria Le**
Phone: **845-452-4989**
Fax:
E-Mail Address: **lfd@lagrangefd.org; secretary@lagrangefd.org**

Physical Location of unit(s): Station 2

I. BASIC AGREEMENT

Upon acceptance of this Agreement, The Vendor will render service and/or inspection on the listed equipment as set forth in the Scope of Work Details. All inspections and preventative maintenance will be conducted during regular business hours (7:00 A.M.-3:30 P.M. Monday through Friday), unless otherwise stipulated below. The Vendor will respond to after hour calls should the Owner authorize such calls. Said calls will be billed at the published labor rates for the applicable time. It is understood that the Vendor is responsible only for the work called out in the Scope of Work Details Attachment I. and that the Owner will pay the Vendor at prevailing rates for any parts or labor used in accomplishing additional work or repairs that may be needed.

II. SCOPE OF WORK DETAILS - Please see “Attachment I”

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- 4.** Payment is due thirty-(30) days from date of invoice. Should payment not be made in accordance with Item # 3 above, this agreement may be canceled without further notice or obligation by the Vendor, after thirty (30) day written notification.

V. LIMITATION OF LIABILITY

It is further understood that the Vendors liability is limited to the repair of work or material actually used in this Agreement for the length of the terms of the Agreement. The Vendor shall not be liable for any losses, damages, injuries, claims, demands and expenses, including, but not limited to, consequential or incidental damage, caused by war, Acts of God, Acts of terrorism, governmental regulations, strike, loss, damage, destruction, obsolescence, claims by third parties, or loss by the Owner as a result of the failure of the equipment to perform or any loss or claim not herein specified, but of a contingency nature.

VI. WARRANTIES

Vendor represents and warrants that Vendor is fully equipped, experienced and qualified to perform the Services set forth in this Agreement, and the services shall be performed in a timely and professional manner. The repairs will conform to or exceed, in all material respects, the specifications described in the Agreement, as well as the standards generally observed in the industry for like services. All materials used in the provisions of the services shall be of first quality, remanufactured or new in all respects and not used, unless new is not available, in which case, with prior Owners approval, used or remanufactured parts will be used. Vendor further warrants that all materials, equipment and labor supplied to Owner are and shall be free from errors, faults and defects in workmanship, construction, structural and functional design, material and operation and in conformance with the requirements of this Agreement for a period of six (6) months following the completion of the Services to Owners satisfaction. During such period Vendor, at Vendors expense, shall repair, replace or correct defective or incorrect Services performed by Vendor or its subcontractors.

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It is understood that, from time to time during the term of this Agreement, Owner may request Vendor to perform services or provide materials which are not set forth in the Agreement but are related to the services encompassed within the Agreement (herein "Additional Work"). Vendor hereby agrees to perform such Additional Work so long as prior to the performance of such Additional Work, Owner shall authorize in writing the scope of such Additional Work and compensation payable to Vendor for the full performance of said Additional Work. In the event Vendor shall fail to secure such a writing relating to such Additional Work, any such work thereafter performed shall be deemed a part of the Agreement and Vendor shall not be entitled to any additional compensation therefore.

VIII. COMPLIANCE WITH SAFETY REGULATIONS

The Vendor shall provide trained personnel to perform Agreement Duties or Additional Work in compliance with OSHA General Industry Standard (29 CFR 1910). The responsibility for the implementation and enforcement of health and safety requirements for Vendor personnel lies with Vendor and its safety support staff. Vendor will provide electronic Material Safety Data Sheets (MSDS) in compliance with OSHA Hazard Communication Standards at the Owners request. Vendor shall take precautions for the safety of, and provide the necessary protection to prevent damage, injury, or loss to:

- a. Vendor personnel at the work site.
- b. materials or equipment to be provided, incorporated in, or utilized in connection with, the Agreement Duties, whether on or off the work site.
- c. the work zone in control of the Vendor.

It is the policy of H.O. Penn Machinery to provide a safe work environment for its employees by eliminating recognized hazards from the workplace. Our health and safety program has been developed to assure compliance with federal, state, and local regulations with particular emphasis on the regulations that apply to our operations. Health and safety are functional responsibilities of each supervisor.

The Owner will provide a safe job site/area that is free of debris and is not a hazardous for the Vendors employees to work in, including provision of safe and OSHA compliant access to the items being serviced.

Any site-specific safety requirements or hazards at the work zone shall be communicated to the Vendor and its on-site personnel by the Owner.

SUMMARY

This document represents the final, complete, and exclusive Agreement between the Vendor and Owner, there are no promises or agreements on the part of either party hereto except as herein contained. Any amendment hereto must be in writing and signed by authorized personnel of each party. Amendment or termination of this Agreement may be made by either party within thirty- (30) days of written notice.

For H.O. Penn Machinery Company:

Debra A. Squittieri

By: Debra A. Squittieri

Date: January 17, 2020

Title: EPG CSA Program Manager

Engine Product Support Mgr. _____

For Owner:

By: _____

Date: _____

Title: _____

Manager approval: _____

Attachment I

H.O. Penn Machinery Generator Preventative Maintenance Scope of Work

Minor PM Service Visit

During a Minor PM Service Visit our service technicians will perform the following:

Cooling System

- Visual inspection of radiator or heat exchanger for leaks, damage, and obstruction.
- Check jacket water coolant level and take coolant sample for analysis.
- Test coolant for proper antifreeze percentage.
- Check jacket water heater for proper operation and adjust thermostat setting as needed.
- Inspect condition of radiator cap, gasket and sealing surface.
- Visual inspection of water pump and cooling system gaskets for leaks.
- Check belt tension and inspect for cracking and fraying if accessibility without disassembly permits.
- Inspect pulleys for excessive wear and lubricate hub bearings as needed.
- Inspect flexible water connections for cracking, leaks, and pliability.
- Tighten hose clamps as needed.

Lubrication System

- Check oil level. **Top off with oil from customers stock.**
- Check for excessive crankcase blow-by with engine running.
- Visual inspection of front and rear crankshaft seals and lubrication system gaskets for leaks.
- Inspect oil hose and connections for cracking, leaks, and pliability.
- Take crankcase oil sample and send to our S.O.S. laboratory.

Fuel System – Diesel Engine

- Inspect flexible fuel lines for cracking, leaks and pliability.
- Check day tank/base tank level and test day tank pump for proper operation.
- Operate fuel-priming pump and check for proper operation and leaks.
- Drain water from water separator.
- Check fuel system for leaks.
- Check electronic governor connections and actuator.
- Inspect steel fuel lines for cracks, leaks and proper line bracket support.

Fuel System – Gas Engine

- Check for the presence of gas leaks.
- Check spark plug ignition wires and coils.
- Check governor and actuator linkage. Adjust if needed.
- Check ignition timing.

Starting System

- Top off electrolyte level in batteries with distilled water from customers stock if applicable.
- Check and record battery charger/alternator for proper charge rate.
- Check for proper cranking termination upon starting.
- Clean and apply corrosion inhibitor to the terminals of lead acid batteries as needed.
- Tighten battery cable connections as needed.
- Inspect and tighten starter motor, connections, and wiring.
- Check and record battery voltage dip level during overcrank test for minimum voltage required to maintain controls during start-up.

Exhaust System

- Inspect flexible exhaust coupling for cracks, excessive leakage, broken, or missing hardware.
- Inspect exterior of exhaust manifolds for oil/fuel slobbering (signs of wet stacking).
- Inspect exhaust rain protection and exhaust outlet screening.
- Drain water in exhaust moisture traps.

Air Intake System

- Inspect air filters for plugging and deterioration, clean if required.
- Check all air intake piping for damage and loose connections.
- Inspect air cleaner seal for pliability and sealing and clean if necessary.
- Inspect turbocharger for excessive endplay clearance (if accessible) and seal leakage.

Installation

- Walk around inspection of complete installation.
- Inspect generator set vibration isolators.
- Check for abnormal noise or vibration.
- Re-check for oil and coolant leaks with engine running.
- Check for proper operation of remote fan motors, thermostats, circulating pumps, and solenoid valves.
- Check inlet and discharge louvers for proper operation with engine running and stopped.

Control Panel

- Operational check of illumination and safety lamps.
- Check electronic control panels for fault codes. Clear any unnecessary codes, notify customer of any codes that need to be addressed.

- Check proper operation of engine and generator instruments with generator running.
- Adjust governor control for optimum performance and frequency.
- Adjust voltage regulator for proper voltage.
- Check for and tighten loose terminals on the generator and the generator control panel.
- Check tightness of relays in the generator control panel.
- Inspect for excessive dirt accumulation and clean as needed.
- Test auto-start system with the authorization of the plant engineer.
- Test safeties and pre-alarms on engine/generator control and annunciator panels with customer assistance.
- Check operation of automatic sync equipment with customer authorization.
- Place generator online and check operation of transfer switches. This will be done only with the consent of the building engineer or building representative.

Upon Completion of Service

- Reset all controls to automatic.
- Set circuit breaker to correct position.
- Check that fuel valves are in correct position.
- Check that battery charger is on.
- Check that day tank controls are on.
- Check that Louver controls are on.
- Check that Jacket water heater is on.

Major PM Service Visit

During a Major PM Service Visit, our service technicians will perform the Minor PM Service as well as the following:

Additional Steps

- Change engine oil and filters.
- Change primary and secondary fuel filters.
- Properly dispose of waste oil and filters.
- Lubricate fan drive if accessible.
- Lubricate governor linkage.
- Lubricate generator bearing if accessible.
- Clean or Replace inlet filter for day tank.
- Clean crankcase breather.
- Check and adjust gas pressure regulator as needed. (Gas units only)
- Check carburetor linkage and adjust as needed. (Gas units only)
- Remove spark plugs. Check, clean and adjust spark plug gap. Notify customer if spark plugs need replacing. (Gas units only)
- **Add Shock & Bulk® Fuel additive to the diesel fuel tank. (Diesel engines only)**

H. O. Penn will notify the owner of any conditions requiring repair that are discovered during a PM. Any problem discovered as a result of a PM visit will be quoted separately.

H.O. PENN MACHINERY CO., INC. PREVENTATIVE MAINTENANCE AGREEMENT

This preventative maintenance (PM) agreement dated January 17, 2020, is being entered into by H.O. Penn Machinery Company, Inc. (hereinafter referred to as the “**Vendor**”) and **LaGrange Fire District, Account #10147**, (hereinafter known as the “**Owner**” or “**Company**”) for the purpose of maintaining a preventative maintenance program on the equipment listed below:

Model(s): D60S4
Serial #(s): N4D00566

Contact Name: Barry Ward / Bria Le
Phone: 845-452-4989
Fax:
E-Mail Address: lfd@lagrangefd.org; secretary@lagrangefd.org

Physical Location of unit(s): Station 3

I. BASIC AGREEMENT

Upon acceptance of this Agreement, The Vendor will render service and/or inspection on the listed equipment as set forth in the Scope of Work Details. All inspections and preventative maintenance will be conducted during regular business hours (7:00 A.M.-3:30 P.M. Monday through Friday), unless otherwise stipulated below. The Vendor will respond to after hour calls should the Owner authorize such calls. Said calls will be billed at the published labor rates for the applicable time. It is understood that the Vendor is responsible only for the work called out in the Scope of Work Details Attachment I. and that the Owner will pay the Vendor at prevailing rates for any parts or labor used in accomplishing additional work or repairs that may be needed.

II. SCOPE OF WORK DETAILS - Please see “Attachment I”

III. TOTAL COST OF THIS AGREEMENT: \$1,236.90 each year for 3 years totaling \$3,710.70

IV. TERMS

- 1. SPECIAL INSTRUCTIONS:** Standard two (2) visits a year PM service agreement. One (1) Major PM service and one (1) Minor PM service a year.
- 2.** This agreement will run for thirty-six (36) months from the anniversary date of April 1, 2020.
- 3.** Payment will be made upon presentation of invoice at time services are completed, unless specified above under special instructions. \$804.76 for the major visit and \$432.14 for the remaining minor visit performed. **Prices DO NOT include taxes, freight or environmental charges.**
- 4.** Payment is due thirty-(30) days from date of invoice. Should payment not be made in accordance with Item # 3 above, this agreement may be canceled without further notice or obligation by the Vendor, after thirty (30) day written notification.

V. LIMITATION OF LIABILITY

It is further understood that the Vendors liability is limited to the repair of work or material actually used in this Agreement for the length of the terms of the Agreement. The Vendor shall not be liable for any losses, damages, injuries, claims, demands and expenses, including, but not limited to, consequential or incidental damage, caused by war, Acts of God, Acts of terrorism, governmental regulations, strike, loss, damage, destruction, obsolescence, claims by third parties, or loss by the Owner as a result of the failure of the equipment to perform or any loss or claim not herein specified, but of a contingency nature.

VI. WARRANTIES

Vendor represents and warrants that Vendor is fully equipped, experienced and qualified to perform the Services set forth in this Agreement, and the services shall be performed in a timely and professional manner. The repairs will conform to or exceed, in all material respects, the specifications described in the Agreement, as well as the standards generally observed in the industry for like services. All materials used in the provisions of the services shall be of first quality, remanufactured or new in all respects and not used, unless new is not available, in which case, with prior Owners approval, used or remanufactured parts will be used. Vendor further warrants that all materials, equipment and labor supplied to Owner are and shall be free from errors, faults and defects in workmanship, construction, structural and functional design, material and operation and in conformance with the requirements of this Agreement for a period of six (6) months following the completion of the Services to Owners satisfaction. During such period Vendor, at Vendors expense, shall repair, replace or correct defective or incorrect Services performed by Vendor or its subcontractors.

VII. ADDITIONAL WORK

It is understood that, from time to time during the term of this Agreement, Owner may request Vendor to perform services or provide materials which are not set forth in the Agreement but are related to the services encompassed within the Agreement (herein "Additional Work"). Vendor hereby agrees to perform such Additional Work so long as prior to the performance of such Additional Work, Owner shall authorize in writing the scope of such Additional Work and compensation payable to Vendor for the full performance of said Additional Work. In the event Vendor shall fail to secure such a writing relating to such Additional Work, any such work thereafter performed shall be deemed a part of the Agreement and Vendor shall not be entitled to any additional compensation therefore.

VIII. COMPLIANCE WITH SAFETY REGULATIONS

The Vendor shall provide trained personnel to perform Agreement Duties or Additional Work in compliance with OSHA General Industry Standard (29 CFR 1910). The responsibility for the implementation and enforcement of health and safety requirements for Vendor personnel lies with Vendor and its safety support staff. Vendor will provide electronic Material Safety Data Sheets (MSDS) in compliance with OSHA Hazard Communication Standards at the Owners request. Vendor shall take precautions for the safety of, and provide the necessary protection to prevent damage, injury, or loss to:

- a. Vendor personnel at the work site.
- b. materials or equipment to be provided, incorporated in, or utilized in connection with, the Agreement Duties, whether on or off the work site.
- c. the work zone in control of the Vendor.

It is the policy of H.O. Penn Machinery to provide a safe work environment for its employees by eliminating recognized hazards from the workplace. Our health and safety program has been developed to assure compliance with federal, state, and local regulations with particular emphasis on the regulations that apply to our operations. Health and safety are functional responsibilities of each supervisor.

The Owner will provide a safe job site/area that is free of debris and is not a hazardous for the Vendors employees to work in, including provision of safe and OSHA compliant access to the items being serviced.

Any site-specific safety requirements or hazards at the work zone shall be communicated to the Vendor and its on-site personnel by the Owner.

SUMMARY

This document represents the final, complete, and exclusive Agreement between the Vendor and Owner, there are no promises or agreements on the part of either party hereto except as herein contained. Any amendment hereto must be in writing and signed by authorized personnel of each party. Amendment or termination of this Agreement may be made by either party within thirty- (30) days of written notice.

For H.O. Penn Machinery Company:

Debra A. Squittieri

By: Debra A. Squittieri

Date: January 17, 2020

Title: EPG CSA Program Manager

Engine Product Support Mgr. _____

For Owner:

By: _____

Date: _____

Title: _____

Manager approval: _____

Attachment I

H.O. Penn Machinery Generator Preventative Maintenance Scope of Work

Minor PM Service Visit

During a Minor PM Service Visit our service technicians will perform the following:

Cooling System

- Visual inspection of radiator or heat exchanger for leaks, damage, and obstruction.
- Check jacket water coolant level and take coolant sample for analysis.
- Test coolant for proper antifreeze percentage.
- Check jacket water heater for proper operation and adjust thermostat setting as needed.
- Inspect condition of radiator cap, gasket and sealing surface.
- Visual inspection of water pump and cooling system gaskets for leaks.
- Check belt tension and inspect for cracking and fraying if accessibility without disassembly permits.
- Inspect pulleys for excessive wear and lubricate hub bearings as needed.
- Inspect flexible water connections for cracking, leaks, and pliability.
- Tighten hose clamps as needed.

Lubrication System

- Check oil level. **Top off with oil from customers stock.**
- Check for excessive crankcase blow-by with engine running.
- Visual inspection of front and rear crankshaft seals and lubrication system gaskets for leaks.
- Inspect oil hose and connections for cracking, leaks, and pliability.
- Take crankcase oil sample and send to our S.O.S. laboratory.

Fuel System – Diesel Engine

- Inspect flexible fuel lines for cracking, leaks and pliability.
- Check day tank/base tank level and test day tank pump for proper operation.
- Operate fuel-priming pump and check for proper operation and leaks.
- Drain water from water separator.
- Check fuel system for leaks.
- Check electronic governor connections and actuator.
- Inspect steel fuel lines for cracks, leaks and proper line bracket support.

Fuel System – Gas Engine

- Check for the presence of gas leaks.
- Check spark plug ignition wires and coils.
- Check governor and actuator linkage. Adjust if needed.
- Check ignition timing.

Starting System

- Top off electrolyte level in batteries with distilled water from customers stock if applicable.
- Check and record battery charger/alternator for proper charge rate.
- Check for proper cranking termination upon starting.
- Clean and apply corrosion inhibitor to the terminals of lead acid batteries as needed.
- Tighten battery cable connections as needed.
- Inspect and tighten starter motor, connections, and wiring.
- Check and record battery voltage dip level during overcrank test for minimum voltage required to maintain controls during start-up.

Exhaust System

- Inspect flexible exhaust coupling for cracks, excessive leakage, broken, or missing hardware.
- Inspect exterior of exhaust manifolds for oil/fuel slobbering (signs of wet stacking).
- Inspect exhaust rain protection and exhaust outlet screening.
- Drain water in exhaust moisture traps.

Air Intake System

- Inspect air filters for plugging and deterioration, clean if required.
- Check all air intake piping for damage and loose connections.
- Inspect air cleaner seal for pliability and sealing and clean if necessary.
- Inspect turbocharger for excessive endplay clearance (if accessible) and seal leakage.

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- Walk around inspection of complete installation.
- Inspect generator set vibration isolators.
- Check for abnormal noise or vibration.
- Re-check for oil and coolant leaks with engine running.
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- Check inlet and discharge louvers for proper operation with engine running and stopped.

Control Panel

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- Adjust governor control for optimum performance and frequency.
- Adjust voltage regulator for proper voltage.
- Check for and tighten loose terminals on the generator and the generator control panel.
- Check tightness of relays in the generator control panel.
- Inspect for excessive dirt accumulation and clean as needed.
- Test auto-start system with the authorization of the plant engineer.
- Test safeties and pre-alarms on engine/generator control and annunciator panels with customer assistance.
- Check operation of automatic sync equipment with customer authorization.
- Place generator online and check operation of transfer switches. This will be done only with the consent of the building engineer or building representative.

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- Lubricate governor linkage.
- Lubricate generator bearing if accessible.
- Clean or Replace inlet filter for day tank.
- Clean crankcase breather.
- Check and adjust gas pressure regulator as needed. (Gas units only)
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