

**TOWN OF BINGHAMTON**  
**TOWN BOARD WORK SESSION**  
**March 3, 2020**

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**MINUTES OF THE WORK SESSION OF THE TOWN OF BINGHAMTON TOWN BOARD HELD ON TUESDAY, MARCH 3, 2020, 5:30 P.M., TOWN OF BINGHAMTON TOWN HALL, 279 PARK AVENUE, BINGHAMTON, NEW YORK.**

The meeting was called to order by Supervisor Rounds at 5:34 p.m.

**ROLL CALL:**

E. Rounds, Supervisor	Present	M. Leighton, Councilperson	Present
V. Xlander, Deputy Supervisor	Present	M. Bensley, Councilperson	Present
D. Nye, Councilperson	Present.		

**OTHERS PRESENT:**

P. Edwards, Deputy Town Clerk	R. Rolston, Deputy Highway Superintendent
R. Pope, Deputy Town Attorney	1 Guest
M. Donahue, Highway Superintendent	
N. Pappas, Code Enforcement Officer/Buildings & Grounds	

Supervisor Rounds made the following statement: A motion may be made to go into an executive session to discuss a legal matter and/or a personnel matter regarding a particular employee after the meeting is convened.

**APPROVAL OF AUDITED CLAIMS:**

Councilperson Bensley made the motion to adopt a Resolution to approve the following claims as audited:

<u>2020</u>		
Lighting	Claim No. 141	\$ 731.19
Sewer	Claim No. 142	\$ 547.50
Water	Claim No. 142-148	\$ 2,947.56
Highway	Claim No. 149-161	\$ 6,334.68
General	Claim No. 162-186	\$ 11,471.48

The motion was duly seconded by Councilperson Leighton. There was some discussion. All those present voted in favor of the motion. Motion carried. A roll call vote resulted in the following:

Ayes: Rounds, Xlander, Bensley, Leighton, Nye                      Absent: None

Nays: None

Declared adopted.

(Resolution Appended)

## **RECOGNITION OF MINUTES:**

There were no changes/corrections made to the February 18, 2020 regular Town Board meeting minutes.

## **COMMUNICATIONS AND ANNOUNCEMENTS:**

Hawleyton United Methodist Church – Spaghetti & Meatball Dinner – Friday, March 13, 2020 – 5:00 p.m. to 8:00 p.m.

TOB Volunteer Fire Department – All You Can Eat Pancake Breakfast – Sunday, March 15, 2020 - 8:00 a.m. to 11:00 a.m. – Station #2 - Pierce Creek Rd.

## **OFFICIALS AND COMMITTEE REPORTS:**

Planning Board – The next regularly scheduled meeting will be a joint meeting with the ZBA to be held on Monday, April 13, 2020 at 6:30 p.m. at the TOB Town Hall.

Zoning Board of Appeals – The next regularly scheduled meeting will be a joint meeting with the Planning Board to be held on Monday, April 13, 2020 at 6:30 p.m. at the TOB Town Hall.

Youth Commission – The Youth Commission is working on updating the by-laws. Basketball season is over, and went very well. Eight out of the nine teams competed in the Slim Sylvester Tournament. The Little League will be joining the Williamsport Little League Association, and will adopt the Williamsport rules. The new age structure will only affect two current players. The sign-up sheet will be posted on the Youth Commission's Facebook page, and will be posted on-line. NYMIR's website will be used for the harassment training for the coaches that have not done their training. Josh Spisak will be the baseball majors Commissioner. Nicole Kariam will be the Commissioner for all of the softball (majors, minors and softball coach pitch). They are still trying to source the Commissioner positions for the tee-ball and pony leagues. There will be a code of conduct for the coaches, and potentially parents, to sign. The Youth Commission is struggling to get parents involved in the Booster Club.

Code Enforcement/Building & Grounds – Racks for the chairs at the Community Center will be built. Jack Dyson, Eagle Scout, is still going to build a picnic table for the Town as his project, but the Eagle Scouts are requiring him to have a project that other students can be involved with such as tree planting. Discussion was held for options of where to plant trees on Town property. A representative from NYSEG's Live Energy Program met with Mr. Pappas. They looked at lights at Jackson Park, TOB Community Center and the Town Hall. The Town will be receiving a proposal from NYSEG's Live Energy Program for changing out the lights with LED lighting. NYSEG will pay 50% to 70% of the cost.

Fair Housing – April 2020 – A motion was made by Councilperson Xlander to adopt a Resolution designating April 2020 as Fair Housing Month, and the motion was duly seconded by Councilperson Bensley. All those present voted in favor of the motion. Motion carried. A roll call vote resulted in the following:

Ayes: Rounds, Xlander, Bensley, Leighton, Nye

Absent: None

Nays: None

Declared adopted.

(Resolution Appended)

Highway Department – Clark Patterson is ready to proceed with the pipe lining bid. The bid information will be approved at the March 17, 2020 meeting with a deadline to receive bids by April 21, 2020 at 12:00 p.m.

Energy Committee – The local law for solar is complete, and is being reviewed by Deputy Town Attorney Pope. The Energy Committee is reviewing the current local law for wind turbines.

TOB Volunteer Fire Co. – There was nothing new to report.

### **SUPERVISOR'S REPORT:**

BC Association of Towns and Villages Monthly Meeting – The next monthly meeting will be held on Thursday, March 26, 2020 at 6:00 p.m.

AUD 2019 (Annual Updated Documents) – The Annual Updated Documents for 2019 have been filed with the NYS Comptroller's Office.

### **UNFINISHED BUSINESS:**

Buildings and Grounds – Boiler Estimate – Approval –Mr. Pappas is in receipt of the estimate from P&J (Postler & Jaeckle Corp. Mechanical Contractors), in the amount of \$36,200 for the new boiler system and water heater for the Town Hall. Mr. Pappas will be receiving information from NYSEG for a boiler rebate, approximately \$750 per boiler. A motion was made by Councilperson Nye to adopt a Resolution approving the replacement of the Town Hall's existing boilers in an amount not to exceed \$36,200, and the motion was duly seconded by Councilperson Xlander. There was some discussion. A motion was made by Councilperson Nye to adopt a Resolution to amend the prior motion approving the replacement of the Town Hall's existing boiler at a cost not to exceed \$35,000 instead of \$36,200, and the motion was duly seconded by Councilperson Xlander. All those present voted in favor of the motion. Motion carried. A roll call vote resulted in the following:

Ayes: Rounds, Xlander, Bensley, Leighton, Nye

Absent: None

Nays: None

Declared adopted.

(Resolution Appended)

Hance Road - Update – The residents on Hance Road have a start date of the construction for the cable build-out of March 9, 2020. Residents of Hance Road will then have Spectrum services.

There was no further unfinished business.

## **NEW BUSINESS:**

Highway Department – Replacement of Kubota Excavator – Approval – Highway Superintendent Donahue presented the Board with an estimate through NYS for a new Kubota Excavator in the amount of \$94,369.81. The 2011 Excavator that is being replaced has a value of \$42,000. A motion was made by Councilperson Leighton to adopt a Resolution authorizing the purchase of a 2020 Kubota Excavator in an amount not to exceed \$94,369.81, and the motion was duly seconded by Councilperson Bensley. All those present voted in favor of the motion. Motion carried. A roll call vote resulted in the following:

Ayes: Rounds, Xlander, Bensley, Leighton, Nye                      Absent: None

Nays: None

Declared adopted.

(Resolution Appended)

Cellular Towers – Supervisor Rounds spoke with an attorney from Blue Wireless as Blue Wireless is erecting a new cell tower in Kirkwood. It was suggested that the Town contact all cellular companies to try to express our concerns, and to try to work with them. Supervisor Rounds called Senator Akshar's office to see if they could provide us with government relations representatives from all of the cellular companies. A representative from Senator Akshar's office took all of the Town's information, and said he would get back to the Town. Supervisor Rounds asked that Board members coordinate their efforts. Councilperson Nye has contacted the Public Service Commission, the FCC, Verizon and Spectrum concerning the lack of cellular towers, and services in the Town. Councilperson Nye stated that as a Town we can appeal to the Public Service Commission. Town Attorney Pope will be contacted as he may have information concerning the Town appealing to the Public Service Commission.

BC Workman's Comp. – The Town has been with BC Workman's Comp. since the 1940s. After having the Town's general policy redone, Supervisor Rounds spoke with Smith Bros. to obtain quotes for a Workman's Comp. policy, and Workman's Comp. Alliance indicated that they would save the Town around 10% of the Town's premium. The Town has a death benefit on the premium in the amount of approximately \$18,000 a year for the compensation of an employee who died in 1992, and the spouse is entitled to the death benefit until the spouse passes away. If the Town obtained Workman's Comp. from a different insurance company, the Town would have to pay the \$18,000, plus a 20% administrative fee, and the premium.

Clean Up /Days 2020 – Last year's clean up days totaled \$680 for everything that was collected, and taken to the landfill. It is being proposed to have two clean up days in 2020; one in May, and one in September. Supervisor Rounds will contact the landfill to make sure we can have two clean up days in 2020. The proposed dates are Thursday, June 11 and Friday, June 12, 2020, and Thursday, September 24, and Friday, September 25, 2020.

Resignation of Missy Chapman – Missy Chapman submitted her resignation as Community Center Coordinator.

Community Center Coordinator Position - The Personnel Committee will create a job description to be published in The Country Courier, posted on the TOB website, and on the sign boards at the Town Hall.

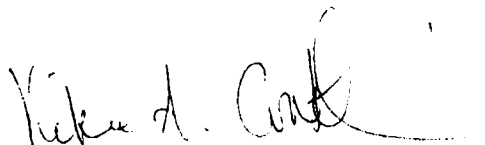
There was no further new business.

### **ADJOURNMENT:**

A motion was made by Councilperson Leighton to adjourn the meeting at 6:58 p.m., and the motion was duly seconded by Councilperson Bensley. All those present voted in favor of the motion. Motion carried.

The next meeting of the Town of Binghamton Town Board will be a regular Town Board Meeting at 7:00 p.m. on March 17, 2020, at the Town Hall, 279 Park Avenue, Binghamton, NY.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Vickie A. Conklin". The signature is fluid and cursive, with a long horizontal stroke at the end.

Vickie A. Conklin  
Town Clerk

## **RESOLUTION**

At a Work Session of the Town Board of the Town of Binghamton, Broome County, New York, duly called and held at the Town Hall, 279 Park Avenue, Binghamton, New York, on the 3rd day of March, 2020 at 5:30 o'clock P.M. of said day, the following were:

PRESENT: Supervisor Elizabeth Rounds  
Deputy Supervisor Xlander  
Councilperson Dean Nye  
Councilperson Mark Leighton  
Councilperson Michael Bensley

ABSENT: None

The Resolution set forth below was duly offered by Councilperson Bensley, who moved its adoption, and was seconded by Councilperson Leighton.

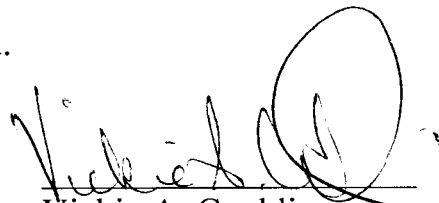
A roll call vote was then taken upon the Motion for the adoption of said Resolution, which resulted as follows:

AYES: Rounds, Xlander, Nye, Leighton, Bensley

NAYS: None

ABSENT: None

The Resolution was then declared adopted.

  
Vickie A. Conklin,  
Town Clerk

**RESOLUTION:**

**WHEREAS**, the Town Board has before it for approval, certain Audited Claims and a request for authorization that said Audited Claims be paid by the Town of Binghamton.

**NOW, THEREFORE**, be it

**RESOLVED**, that upon review of the Audited Claims by those Board Members present, the said Audited Claims are hereby approved for payment by the Town of Binghamton; and be it further

**RESOLVED**, that such other Town employees or officials are authorized to take such additional and further action as is necessary to implement this Resolution.



## **RESOLUTION**

At a Meeting of the Town Board of the Town of Binghamton, Broome County, New York, duly called and held at the Town Hall, 279 Park Avenue, Binghamton, New York, on the 3rd day of March, 2020 at 5:30 o'clock P.M. of said day, the following were:

PRESENT: Supervisor Elizabeth Rounds  
Councilperson Victoria L. Xlander  
Councilperson Dean Nye  
Councilperson Mark Leighton  
Councilperson Michael Bensley

ABSENT: None

The Resolution set forth below was duly offered by Councilperson Xlander, who moved its adoption, and was seconded by Councilperson Bensley.

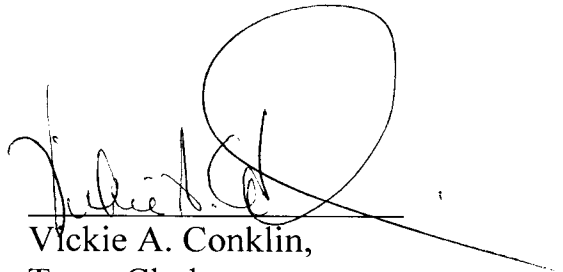
A roll call vote was then taken upon the Motion for the adoption of said Resolution, which resulted as follows:

AYES: Rounds, Xlander, Nye, Leighton, Bensley

NAYS: None

ABSENT: None

The Resolution was then declared adopted.



Vickie A. Conklin,  
Town Clerk

**RESOLUTION:**

**WHEREAS**, the Town Board has before it for approval a request to declare the month April, 2020 as Fair Housing Month and publish notice of same.

**NOW, THEREFORE**, be it

**RESOLVED**, the Town Board approves the request to declare the month of April, 2020 as Fair Housing Month and publishing of notice of same, and be it further

**RESOLVED**, that the Town Supervisor and such other Town employees or officials are authorized to take such additional and further action as is necessary to implement this Resolution.

## RESOLUTION

At a Meeting of the Town Board of the Town of Binghamton, Broome County, New York, duly called and held at the Town Hall, 279 Park Avenue, Binghamton, New York, on the 3rd day of March, 2020 at 5:30 o'clock P.M. of said day, the following were:

PRESENT: Supervisor Elizabeth Rounds  
Councilperson Victoria L. Xlander  
Councilperson Dean Nye  
Councilperson Mark Leighton  
Councilperson Michael Bensley

ABSENT: None

The Resolution set forth below was duly offered by Councilperson Nye, who moved its adoption, and was seconded by Councilperson Xlander.

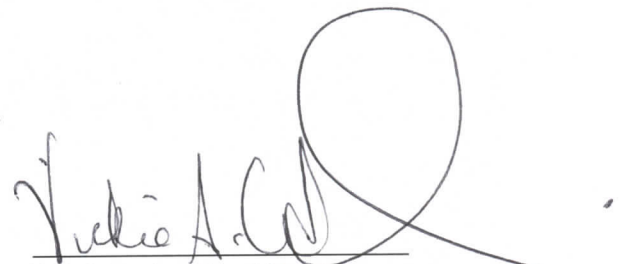
A roll call vote was then taken upon the Motion for the adoption of said Resolution, which resulted as follows:

AYES: Rounds, Xlander, Nye, Leighton, Bensley

NAYS: None

ABSENT: None

The Resolution was then declared adopted.



Vickie A. Conklin,  
Town Clerk

**RESOLUTION:**

**WHEREAS**, the Town Board has before it for approval a request for replacement of the boiler to be done by Postler & Jaeckle Corporation in an amount not to exceed \$35,000.

**NOW, THEREFORE**, be it

**RESOLVED**, the Town Board approves the request for replacement of the boiler to be done by Postler & Jaeckle Corporation in an amount not to exceed \$35,000, and be it further

**RESOLVED**, that the Town Supervisor and such other Town employees or officials are authorized to take such additional and further action as is necessary to implement this Resolution.

## **RESOLUTION**

At a Meeting of the Town Board of the Town of Binghamton, Broome County, New York, duly called and held at the Town Hall, 279 Park Avenue, Binghamton, New York, on the 3rd day of March, 2020 at 5:30 o'clock P.M. of said day, the following were:

PRESENT: Supervisor Elizabeth Rounds  
Councilperson Victoria L. Xlander  
Councilperson Dean Nye  
Councilperson Mark Leighton  
Councilperson Michael Bensley

ABSENT: None

The Resolution set forth below was duly offered by Councilperson Leighton, who moved its adoption, and was seconded by Councilperson Bensley.


A roll call vote was then taken upon the Motion for the adoption of said Resolution, which resulted as follows:

AYES: Rounds, Xlander, Nye, Leighton, Bensley

NAYS: None

ABSENT: None

The Resolution was then declared adopted.



Vickie A. Conklin,  
Town Clerk

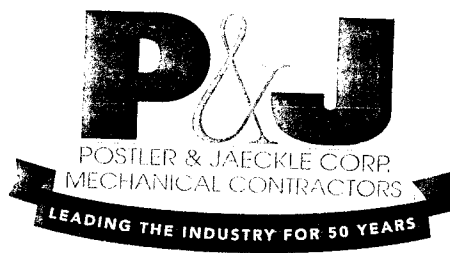
**RESOLUTION:**

**WHEREAS**, the Town Board has before it for approval a request for the purchase of a new 2020 Kubota KX080-4SS3A from Admar Supply Co. Inc. in an amount not to exceed \$94,369.81.

**NOW, THEREFORE**, be it

**RESOLVED**, the Town Board approves the request for a request for the purchase of a new 2020 Kubota KX080-4SS3A from Admar Supply Co. Inc. in an amount not to exceed \$94,369.81, and be it further

**RESOLVED**, that the Town Supervisor and such other Town employees or officials are authorized to take such additional and further action as is necessary to implement this Resolution.



Proposal #PP96172

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January 20, 2020

Town of Binghamton  
279 Park Avenue  
Binghamton, NY 13903  
Attention: Nick Pappas

Subject: Boiler replacement/upgrade and system modification.

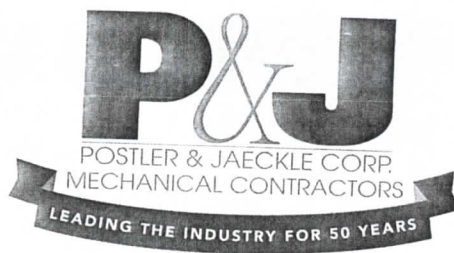
Dear Nick,

We are pleased to have the opportunity to provide you with the following quote for the replacement and upgrade of the existing boilers, including the required system modifications. Based upon our discussions at the site, P&J will provide the following "Scope of Work":

**Demolition and Prep Work**

(Per our discussion this work will be performed by the Town of Binghamton prior to the start of the installation of the new boilers/ system components, and is not included in the proposal price)

- Disconnect, remove and dispose of the existing cast iron sectional gas boilers and related equipment that would not be re-used.
- Disconnect, remove and dispose of existing heating system piping drops from the boilers up to the horizontal piping runs at ceiling level.
- Save the existing (6) zoning circulators to re-use in the new system.
- Disconnect, remove and dispose of the two (2) existing Hydro-Pneumatic expansion tanks.
- Disconnect, remove and dispose of the existing gas fired domestic water heater.
- Disconnect, remove and dispose of the existing zoning controls on the boiler room wall, including related power and control wiring, up to, but not including main power feed circuit(s).
- Disconnect, remove, and dispose of all venting materials related to the existing equipment.
- Frame up a new rear wall in the boiler room to cover up existing masonry structure. Cover the wall with fireproof sheetrock, with a surface layer of 3/4" CDX plywood. Finish as desired.
- Furnish and Install (1) 4' x 8' 3/4" plywood sheet on the L/H wall of the boiler room for mounting of the new power and control wiring and controls.



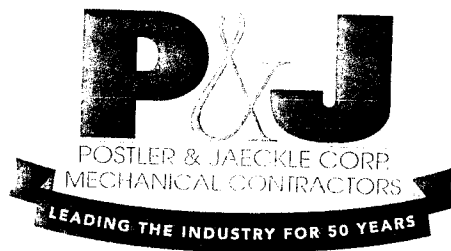
Proposal #PP96172

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### **Installation of new system**

- Furnish and Install two (2) Weil McLain "Evergreen" model EVG-155 stainless steel natural gas high efficiency condensing boilers, 95.1% efficiency, with 143,000 btuh DOE output each. Boilers shall be wall mounted on newly installed plywood coated rear wall of boiler room.
- Boilers shall be installed and controlled in a fully modulating lead/lag/alternating configuration with "Smart Sequencing" firing control. Boiler/System water temperature shall be controlled via out temperature reset.
- New system shall contain all controls necessary to be CSD-1 compliant.
- Connect to existing gas supply mains, with independent gas shutoffs and regulators for each boiler.
- Furnish and Install a new system boiler feed valve with full size piped bypass and related piping, including RPZ backflow preventer.
- Furnish and install all new materials necessary to create a new 2" primary/secondary manifolding system per attached concept drawing
- Furnish and Install a properly sized new circulator for each secondary boiler circuit. Each boiler circulator shall have inlet and outlet isolation valves.
- Reconnect the existing zone piping to the new primary loop piping per attached concept drawing. Each zone (6 total) shall utilize one of the saved circulators from the existing system. Every circulator shall be installed with new inlet and outlet isolation valves.
- Furnish and install an independent purge valve and drain for each zone per attached concept drawing.
- Furnish and Install a new flow check valve and circuit setter for each zone.
- Furnish and Install a Caleffi #551 2" coalescing micro-bubble air eliminator on the new 2" primary loop.
- Furnish and Install a new Amtrol AX40V 125psi ASME diaphragm expansion tank.
- Furnish and Install an independent Axiom #NTC-1 condensate neutralizer for each boiler. Condensate piping shall be 1" sched 40 PVC and shall terminate in existing building drains.
- Furnish and Install new Centrotherm polybutylene boiler vent piping and required accessories. Boiler vents shall be independently routed up through the existing chimney flue and shall terminate with a birdscreen 24" above existing chimney liner weather cap. (see below)





Proposal #PP96172

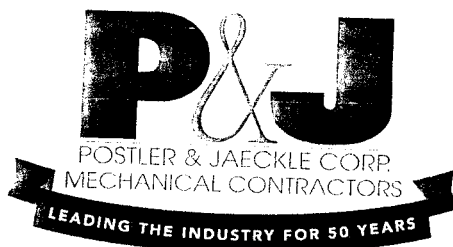
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- Furnish and Install new sched.40 PVC combustion air piping and required accessories. Combustion air piping shall be independently run from each boiler to the existing chimney. They shall be connected to the old flue in such a way that they draw in fresh air from the space between the old flue liner and the new exhaust piping. Install a weather cap with birdscreen around the top of the existing chimney. (see attached drawing)
- Furnish and Install a new 52gal electric water heater to replace the existing gas water heater. Connect to existing piping.
- Fill and purge the completed system. Leak-check all newly installed piping, connections, and accessories.
- Insulate all newly installed piping with 1" thick ASJ-SSL fiberglass insulation, and PVC fitting covers.
- Fire, test and adjust boilers and system for proper operation.
- Conduct an owner familiarization training on the new system.

The cost as outlined in this proposal for above work scope will be  
**\$36,200.00 (Thirty Six Thousand Two Hundred Dollars),**  
plus all applicable taxes.

**Exclusions:**

- Construction permits and fees
- Boiler inspection Fees



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- All labor to be performed on a straight time basis 8:00 A.M. to 4:30 P.M, Monday through Friday. The quoted price is predicated on performing all outlined work on a concurrent schedule.
- All overtime, additional repairs and parts found to be necessary during the performance of quoted repair will be extra. Services other than the quoted will be performed only upon your written authorization and invoiced separately.
- Postler & Jaeckle Corp shall not be required to identify, detect, encapsulate or remove asbestos, products or materials containing asbestos, or other similar hazardous substances.
- Quoted price does not include taxes of any kind. Taxes will be extra except when supplied with a tax exemption certificate.
- Quoted price will hold for a period of thirty (30) days.

Sincerely,  
Postler & Jaeckle Corp.

Steve Radicchi  
Service Sales Engineer.

**CONTRACTOR**

Sales Representative (Signature)  
Print/Type Name Steve Radicchi.

**Approved for Contractor:**

George Woons (Signature)  
Vice President, Service Division

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

**CUSTOMER APPROVAL:**

\_\_\_\_\_  
Authorized Representative (Signature)

\_\_\_\_\_  
Authorized Representative (Print/Type)

\_\_\_\_\_  
Authorized Representative Title (Print/Type)

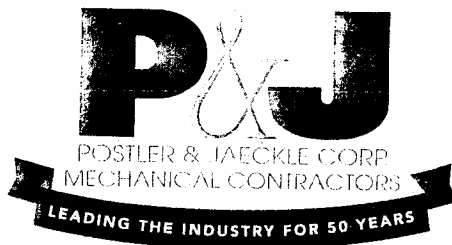
PO# (if required): \_\_\_\_\_ ☐ N/A

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



### Terms and Conditions

1. As a condition of performance, payments are to be made upon completion of this work. Invoice payment must be made within ten (10) days of receipt. Any alteration or deviation from the above proposal involving extra cost of material or labor will become an extra charge over the sum stated above. This proposal will become a binding agreement only after acceptance by Customer and approved by an officer of Contractor as evidenced by their signatures below. This agreement sets forth all of the terms and conditions binding upon the parties hereto: and no person has authority to make any claim, representation, promise or condition on behalf of Contractor which is not expressed herein.
2. Customer Shall permit Contractor free and timely access to areas and equipment, and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Contractor's normal working hours.
3. In case of any failure to perform its obligations under this Agreement, Contractor's liability is limited to repair or replacement at its option and such repair or replacement shall be repair or replacement shall be Customer's sole remedy. This warranty is conditioned upon proper operation and maintenance by Customer and shall not apply if the failure is caused or contributed to by accident, alteration, abuse or misuse, and shall not extend beyond the term of this Agreement.
4. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder.
5. Customer will promptly pay invoices within ten (10) days of receipt. Should a payment become thirty (30) days or more delinquent, Contractor may stop work under this Agreement without notice and/or cancel this agreement. Should this happen, all work performed that has not yet been paid for will be billed on a time and material basis.
6. Any alteration to, or deviation from, this Agreement involving extra work, cost of materials or labor will become an extra charge (fixed price amount to be negotiated or on a time-and-material basis at Contractor's rates then in effect) over the sum stated in this Agreement.
7. Contractor will not be required to move, replace or alter any part of the building structure in the performance of this Agreement.
8. Customer shall permit only Contractor's personnel or agent to perform the work included in the scope of this Agreement. Should anyone other than Contractor's personnel perform such work, Contractor may, at its option cancel this Agreement or eliminates the involved item of equipment from inclusion on this Agreement.
9. In the event Contractor must commence legal action in order to recover any amount payable or owed to Contractor under this Agreement, Customer shall pay Contractor all court costs and attorneys' fees incurred by Contractor.
10. Any legal action against the Contractor relating to this Agreement, or the breach thereof, shall be commenced within one (1) year from the date of work.
11. Contractor shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.
12. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its agent and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Contractor.
13. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.
14. Contractor expressly disclaims any and all responsibility and liability for the indoor air quality of the customer's



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- facility, including without limitation injury or illness to occupants of the facility or third parties, arising out of or in connection with the Contractor's work under this agreement.
15. Contractor's obligation under this proposal and any subsequent contract does not include the indemnification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or hazardous material. In the event such substances, wastes and materials are encountered, Contractors sole obligation will be to notify the Owner of their existence. Contractor shall have the right thereafter to suspend its work until such substances, wastes, or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.
  16. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY OR OTHERWISE, WILL CONTRACTOR BE RESPONSIBLE FOR LOSS OF USE, LOSS OF PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSES, CLAIMS OF CUSTOMER'S TENANTS OR CLIENTS, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.
  17. This Agreement does not include repairs to the system(s), the provisions or installation of components or parts, or service calls requested by the Customer. These services will be charged for at Contractor's rates then in effect.

**New York State  
Contract  
PC# 67693**

KX080-4SS3A WEB QUOTE #1534024  
Date: 2/24/2020 11:45:45 AM  
— Customer Information —  
Donahue, Mike  
Town of Binghamton  
tcundey@admarsupply.com  
6076694323

Quote Provided By  
ADMAR SUPPLY CO., INC.  
Taylor Cundey  
449 Commerce Road  
Vestal, NY 13850  
email: tcundey@admarsupply.com  
phone: 6074225170

— Standard Features —

— Custom Options —



KX080-4SS3A

**STANDARD EQUIPMENT IN STANDARD MACHINE \*\*\***

- |                                  |                                   |
|----------------------------------|-----------------------------------|
| <b>FEATURES</b>                  | <b>ENGINE</b>                     |
| Hydro-Power System               | V3307 Kubota DI CRS Turbo Tier 4  |
| Hydro-Power                      | Final Diesel Engine 4 Cylinder, 4 |
| Hydro-Power Back Wipers          | Cycle                             |
| Hydro-Power ROPS/OPS             | 66.6 Gross HP @ 2000 rpm / SAE    |
| Hydro-Power Back Wash            | 3" 955                            |
| Hydro-Power Seat                 | 63.3 Net HP @ 2200 rpm (DIN)      |
| Hydro-Power Hydraulic Pump Load  | 10349                             |
| Hydro-Power System               |                                   |
| Hydro-Power Displacement         |                                   |
| Hydro-Power                      |                                   |
| Hydro-Power Hydraulic Pilot      |                                   |
| Hydro-Power                      |                                   |
| Hydro-Power Operating Pattern    |                                   |
| Hydro-Power System               |                                   |
| Hydro-Power                      |                                   |
| Hydro-Power Front Dozer Blade w/ |                                   |
| Hydro-Power                      |                                   |
| Hydro-Power Rotor Angle Blade w/ |                                   |
| Hydro-Power Cutting Edge         |                                   |
| Hydro-Power Full Rotation        |                                   |
| Hydro-Power 180 Degree           |                                   |
| Hydro-Power Swing                |                                   |
| Hydro-Power Auxiliary            |                                   |
| Hydro-Power                      |                                   |
| Hydro-Power Auxiliary            |                                   |
| Hydro-Power Port 2               |                                   |
| Hydro-Power Bucket and Relief    |                                   |
| Hydro-Power                      |                                   |
| Hydro-Power Quick Preheat        |                                   |
| Hydro-Power                      |                                   |
| Hydro-Power System               |                                   |
| Hydro-Power Attach Tracks        |                                   |
| Hydro-Power System               |                                   |
| Hydro-Power Two Speed            |                                   |
| Hydro-Power                      |                                   |
| Hydro-Power Brake                |                                   |
| Hydro-Power Negative Brake       |                                   |

**OPERATIONAL  
DIMENSIONS**  
Max Digging Depth 15' 11"  
Max Digging Radius @ Ground  
Level 23' 6.3"  
Max Vertical Digging Depth 12'  
7.6"  
Max Dumping Height 17' 2.7"

**DOZER BLADE  
DIMENSIONS**  
Width 85.6"  
Height 19.7"  
Lift Above Ground 19.3"  
Drop Below Ground 12.7"

**PERFORMANCE**  
Digging Force @ Bucket (K7427)  
Digging Force @ Dipper Arm  
Travel Speed (Low / High)  
Swinging Ability  
Lift Capacity  
• Over Front  
• Blade Grounded  
• 4.0 Ft. Load Point Height  
• 12.0 Ft. Load Radius

**TRACKS AND  
WEIGHT**

- KX080-4SS3A Steel Tracks
- Standard
- ROPS/OPS / Top Guard, Level
- Standard Dozer Blade
- Standard
- Standard Weight
- Standard PDI 67
- Standard Width 12.1' Overall
- Standard Height 4'
- Standard Weight 19,390 lbs.
- Standard Clearance 15.4"
- Standard operator's weight
- Standard

KX080-4SS3A Base Price: \$113,084.00

(1) QUICK ATTACH COUPLER K7402A-QUICK ATTACH COUPLER	\$1,636.00
(1) HYDRAULIC THUMB KIT K7405A-HYDRAULIC THUMB KIT	\$4,281.00
(1) 30" MECHANICAL Q.A. TRENCHING BUCKET K7428A-30" MECHANICAL Q.A. TRENCHING BUCKET	\$2,355.00
<b>Configured Price:</b>	<b>\$121,356.00</b>
State of New York Discount:	(\$29,125.44)
<b>SUBTOTAL:</b>	<b>\$92,230.56</b>
Dealer Assembly:	\$161.25
Freight Cost:	\$1,545.00
PDI:	\$250.00
77700-04753 Radio	\$153.00

Total Unit Price: \$94,369.81  
Quantity Ordered: 1  
Final Sales Price: \$94,369.81

**Purchase Order Must Reflect  
the Final Sales Price**

To order, place your Purchase Order directly with the quoting dealer

All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the quoted price. All specifications and prices are subject to change. Taxes are not included. The PDI fee and freight for attachments and accessories quoted may be subject to change by the delivering dealer. These charges will be added separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment is subject to availability.