

## AGREEMENT

THIS AGREEMENT (this "Agreement") is made as of the \_\_\_\_ day of November, 2021, between the TOWN OF BINGHAMTON, a municipal corporation in the State of New York with offices at 279 Park Avenue, Binghamton, New York (the "TOWN") and the TOWN OF BINGHAMTON VOLUNTEER FIRE COMPANY, INC., a fire corporation organized and existing under Article 10 of the Membership Corporation Law and having its principal office at 457 Park Avenue, Binghamton, New York (the "FIRE COMPANY").

### WITNESSETH:

WHEREAS, there has been duly established in the Town of Binghamton, a fire protection district known as TOWN OF BINGHAMTON FIRE PROTECTION DISTRICT NO. 1 (the "FIRE PROTECTION DISTRICT"), embracing all of the territory in the Town of Binghamton as such territory is more duly described in the Resolution establishing such district and duly adopted by the Town Board of the TOWN on the 2nd day of October, 1945; and

WHEREAS, following a public hearing duly held in accordance with Section 184 of the Town Law, at the Town Hall at 279 Park Avenue in the Town of Binghamton, and the said Town Board having duly authorized the TOWN to enter into this Agreement with the FIRE COMPANY to provide emergency services as requested through the BROOME COUNTY OFFICE OF EMERGENCY SERVICES ("BCOES"), to the FIRE PROTECTION DISTRICT upon the terms and provisions as hereinafter set forth:

NOW, THEREFORE, the TOWN does engage the FIRE COMPANY to provide emergency services (not including EMS or ambulance services) (the "SERVICES"), as requested through BCOES to the FIRE PROTECTION DISTRICT and the FIRE COMPANY agrees to furnish such emergency services in manner following to wit:

1. The FIRE COMPANY shall at all times during the period of this Agreement be subject to call for attendance upon any call for SERVICES as requested by BCOES occurring in the FIRE PROTECTION DISTRICT, and when notified of an emergency within the FIRE PROTECTION DISTRICT, the FIRE COMPANY shall respond and attend upon the emergency without delay with suitable equipment and personnel, and, if necessary, call for assistance as provided in the Broome County Mutual Aid Agreement, and upon arriving at the scene of the emergency, shall proceed diligently and in every way reasonably suggested to complete mitigation of the incident, and the savings of lives and property in connection therewith. The FIRE COMPANY agrees to maintain adequate and suitable apparatus and appliances for the furnishing of the SERVICES in the FIRE PROTECTION DISTRICT. Notwithstanding anything to the contrary contained herein, the TOWN and the FIRE COMPANY hereby acknowledge and agree that the FIRE COMPANY shall not perform or be expected to perform building inspections.

2. In consideration of the aforementioned SERVICES and equipment to provide the SERVICES, the TOWN shall pay to the FIRE COMPANY all monies collected pursuant to the TOWN tax collection attributed to the FIRE PROTECTION DISTRICT for the sum of Two Hundred Twenty Four Thousand Twenty Dollars (\$224,020.00) which sum is to be paid

on or about January 31, 2022.

3. The term of this Agreement shall be one (1) year commencing on January 1, 2022 and ending on December 31, 2022. There shall be no automatic renewal of this Agreement and the parties agree to negotiate in good faith, renewals, extensions and modifications to future agreements between the TOWN and FIRE COMPANY.

4. Members of the FIRE COMPANY, while engaged in the performance of the SERVICES and in answering, attending upon or returning from any call provided for by this Agreement, shall have the same rights, privileges and immunities as are afforded for Volunteer Firefighters under the Volunteer Firefighters' Benefit Law of the State of New York.

5. The FIRE COMPANY shall maintain Comprehensive General Liability, Automobile Liability and Equipment and Vehicle Insurance to protect it, its agents and personnel, its vehicles, apparatus and equipment and the TOWN from liability for damages and loss which may arise as a result of the SERVICES performed by virtue of this Agreement, in an amount not less than \$1,000,000.00 for personal injury, including death, and for any occurrence of \$500,000.00 for damage to property. The FIRE COMPANY shall furnish the TOWN with a certificate of insurance from a company authorized to do business in the State of New York showing the coverage provided for herein within thirty (30) days upon written request therefor.

6. The TOWN shall not assume responsibility for any loss or damage of any nature which may be sustained to the fire apparatus or other equipment of the FIRE COMPANY unless such loss or damage is as a result of the actions or omissions of the TOWN, its employees, agents or assigns while working in their capacity(ies) as agents for the TOWN.

7. Except as set forth in the Volunteer Firefighters' Benefit Law of the State of New York, the TOWN shall not have responsibility for any injury sustained to the individual members of the FIRE COMPANY in attending to and/or responding to a call or returning from a call in the FIRE PROTECTION DISTRICT. The FIRE COMPANY shall indemnify and hold harmless the TOWN, its successors and assigns, against any and all damages, liabilities or claims of any nature, absolute or contingent, together with all expenses and legal fees, which may be incurred to defend or pay liabilities or claims arising out of or from or related to any activities of the FIRE COMPANY contemplated by this Agreement, except for those damages, liabilities or claims that are contemplated by the Volunteer Firefighters' Benefit Law to be the responsibility of the municipality, in this case the TOWN.

8. The FIRE COMPANY, upon written request by the TOWN, shall furnish, within thirty (30) days of the request therefor, a certificate of insurance in an amount of not less than the amount of the annual payment for SERVICES hereunder from a company authorized to do business in the State of New York, insuring that the treasurer and any other officer of the FIRE COMPANY who will be authorized to receive, handle and/or pay out the funds receivable hereunder, shall faithfully perform his or her duties.

9. Chapter 294 of the Laws of 2017 amended Town Law §176 and Town Law §184 to require that a FIRE COMPANY provide the following documents to the TOWN by September 1, 2022.

- (a) A statement itemizing the estimated costs of the FIRE COMPANY attributable to the provision of services under the 2022 prospective contract. The estimated costs attributable to the provision of services under the 2022 prospective contract itemized in the statement shall include, at a minimum, the following: Supplies; material; operation, maintenance and repair of equipment and apparatus; insurance; training; protective clothing, gear and other personnel costs; building rental, maintenance and operation; and any other capital costs or budgetary costs.
- (b) If the FIRE COMPANY is required to prepare or have any of the following documents, copies shall also be included with the above statement:
  - (1) The FIRE COMPANY'S most recent annual report of directors pursuant to Not-for-Profit Corporation Law §519;
  - (2) The FIRE COMPANY'S most recent verified certificate pursuant to Not-for-Profit Corporation Law §1402(f);
  - (3) The FIRE COMPANY'S most recent Internal Revenue Service form 990; and
  - (4) The FIRE COMPANY'S most recent annual report pursuant to General Municipal Law 30-a.

10. The FIRE COMPANY shall provide to the TOWN by September 1, 2022, records or statements showing budget cost versus actual costs for years 2020, 2021 and partial year 2022, the details of all reserve accounts for the same time period and the details of the FIRE COMPANY'S proposed contract amount for year 2023.

11. The FIRE COMPANY certifies that it has or will implement a written policy addressing sexual harassment prevention in the workplace and certifies that it will provide annual sexual harassment prevention training to all of its members and employees. The FIRE COMPANY certifies that such policy shall, at a minimum, meet the requirements of section Two Hundred One-g of the Labor Law.

TOWN OF BINGHAMTON

By:

\_\_\_\_\_  
Elizabeth Rounds, Supervisor

TOWN OF BIGHAMTON  
VOLUNTEER FIRE COMPANY, INC.

By:

\_\_\_\_\_  
Kevin Olds, President



RECEIVED

NOV 22 2021

TOWN OF BINGHAMTON  
VICKIE A. CONKLIN  
TOWN CLERK

November 22, 2021

The Honorable Town Board  
Town of Binghamton  
279 Park Avenue  
Binghamton, NY 13903

**Re: Town of Binghamton- Town Hall Roof Recover Project  
Roofing Construction Contract Award**

Ladies and Gentlemen,

CPL is pleased to submit to the Town of Binghamton, our recommendation for award of the Roofing Construction Contract for the Town of Binghamton Town Hall Roof Recover Project.

After the bid opening on Friday November 19, 2021, CPL has reviewed and summarized the receipt of Bids. A total of three (3) Bids were received and opened. There were no errors found in any of the received Bids as each submission included the required Bid Security, Non-Collusion Certification, Iran Divestment Certification, and each acknowledged there were no addendums issued throughout the bidding process. The bids and bid submittals are available for review by the Town Attorney. The low bidder is as follows:

**AB Construction and Roofing, Inc.**

**\$107,000.00**

The listed low Bid above includes Roofing Construction Allowances RC-1 for the sum of \$12,000.00 and RC-2 for the sum of \$24,000.00. The Roof Recover Project is intended to commence in the Summer/ Fall 2022 due to shortages of roofing raw materials, the received Bid submissions have included Allowance RC-2 for the purpose of covering anticipated roofing materials cost increases.

Based on the above we recommend that the Roofing Construction Contract for the Town of Binghamton Town Hall Roof Recover Project be awarded to the low bidder, **AB Construction and Roofing, Inc.**

If you have any questions or require additional information, please feel free to contact us at any time.

Very truly yours,

CPL

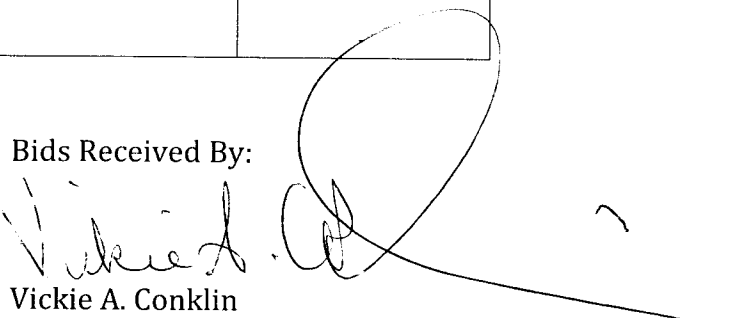
Michael Laco, R.A., NCARB

C: Elizabeth Rounds, Supervisor for the Town of Binghamton

**TOWN OF BINGHAMTON**  
November 19, 2021  
**TOWN HALL ROOF REPLACEMENT PROJECT**  
Bids Opened at 12:01 p.m.

Name/Address	Bid
AB Construction and Roofing, Inc. 2586 Main St. Whitney Point, NY 13862	\$107,000
S&L Roofing and Sheetmetal, Inc. 2706 New Scotland Rd. Voorheesville, NY 12186	\$199,900
Titan Roofing, Inc. 200 Tapley St. Springfield, MA 01104	\$168,300

Bids Received By:

  
Vickie A. Conklin  
Town Clerk



11/18/21  
Town of Binghamton  
Bob Ralston

NYSOGS PC69406 SOURCEWELL 032515-CAT

CAT 2022 930M 3V LOADER PER QUOTE	\$168,965.00
HYUNDAI 740-9 S/N 0000595 TRADE	- \$48,000.00
TRADE DIFFERENCE	\$120,965.00

CAT 2022 926M 3V LOADER PER QUOTE	\$149,290.00
HYUNDAI 740-9 S/N 0000595 TRADE	- \$48,000.00
TRADE DIFFERENCE	\$101,290.00

Rick Bullock  
MiltonCat  
Machine Sales  
607 765 3655

Corporate:

100 Quarry Drive  
Milford, MA 01757  
508.634.3400

84 Concord Street  
North Reading, MA 01864  
978.276.2400

14 Kendrick Road, Rt. 28  
Wareham, MA 02571  
508.291.1200

2158 Plainfield Pike  
Cranston, RI 02920  
401.946.6350

30 Industrial Drive  
Londonderry, NH 03053  
603.665.4500

One Cat Lane, Rt. 2  
Richmond, VT 05477  
802.434.4228

79 Robertson Boulevard  
Brewer, ME 04412  
207.989.1890

16 Pleasant Hill Road  
Scarborough, ME 04070  
207.883.9586

500 Commerce Drive  
Clifton Park, NY 12065  
518.877.8000

294 Ainsley Drive  
Syracuse, NY 13210  
315.476.9981

4610 E. Saile Drive  
Batavia, NY 14020  
585.815.6200

55 Industrial Park Drive  
Binghamton, NY 13904  
607.772.6500



# CASE

## CONSTRUCTION

Retail Offer

### CUSTOMER INFORMATION:

TOWN OF BINGHAMTON  
865 HAWLEYTON ROAD  
BINGHAMTON, NEW YORK 13903 USA

### DEALERSHIP

MONROE TRACTOR & IMPLEMENT CO., INC  
6 EQUIPMENT DRIVE  
BINGHAMTON, NY 13904 US

607-754-6570

Email

SALESPERSON:

*Chris@monroetractor.com*  
*mpadlock@monroetractor.com*

CHRIS MAIER - 607-365-2064

Retail Offer Number:

0001104478-1

Retail Offer Valid to:

11/30/2021

Description:

621G

### UNITS OFFERED

#### Unit # 1 621G ZBAR TS T4F

Vehicle / Quote Number: 0701591464  
Sales Order Number:  
VIN/Serial #:

List Price	275,246.00
Offered Price	160,220.00
Physical Damage Ins. (Deductible \$/ months)	

Total

\$160,220.00

Down Payment

\$0.00

Total Offer Value

\$160,220.00

### FINANCING INFORMATION

Financed By	N/A	Amount Financed	160,220.00	Term In Months	
Loan Type		Rate Type		Interest Rate	

*Spring  
2022  
Delivery*

*\$160,220  
\$55,000 trade  
\$105,220*







### Quote Summary

**Prepared For:**

TOWN OF BINGHAMTON  
865 HAWLEYTON RD  
BINGHAMTON, NY 13903  
Business: 607-669-4323

**Prepared By:**

DAVID MURAT  
Five Star Equipment, Inc.  
1653 Ny Route 11  
Kirkwood, NY 13795  
Phone: 607-775-2006  
Mobile: 607-372-5442  
dmurat@fivestarequipment.com

**Quote Id:** 25222185

**Created On:** 10 September 2021

**Last Modified On:** 22 November 2021

**Expiration Date:** 20 December 2021

**Equipment Summary**

2022 JOHN DEERE 524 P WHEEL  
LOADER ~ NYS OGS Contract  
PC69403; Sourcewell Contract  
032119-JDC

John Deere Extended Warranty-

Powertrain & Hydraulic, 1500Total Hours or  
36Total Months, \$ 0.00 Deductible

Selling Price	Qty	Extended
\$ 165,355.01 X	1 =	\$ 165,355.01

\$ 0.00 X	1 =	\$ 0.00
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**Equipment Total**

**\$ 165,355.01**

**Trade In Summary**

2012 HYUNDAI HL740-9 -  
HHKHLN01KC0000595  
PayOff

Total Trade Allowance

Qty	Each	Extended
1	\$ 36,000.00	\$ 36,000.00
		\$ 0.00
		\$ 36,000.00

**Trade In Total**

**\$ 36,000.00**

**Quote Summary**

Equipment Total	\$ 165,355.01
Trade In	\$ (36,000.00)
Doc Fee	\$ 0.00
UCC Filing Fee	\$ 0.00
SubTotal	\$ 129,355.01
Total	\$ 129,355.01
Down Payment	(0.00)
Rental Applied	(0.00)
<b>Balance Due</b>	<b>\$ 129,355.01</b>

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_

RECEIVED

NOV 4 - 2021

TOWN OF BINGHAMTON  
VICKIE A. CONKLIN  
TOWN CLERK

128 Felters Road  
Binghamton, New York 13903  
November 3, 2021

Mrs. Elizabeth Rounds, Supervisor  
Town of Binghamton  
279 Park Avenue  
Binghamton, New York 13903

Reference: Member of Town Planning Board – 2021 - 2025

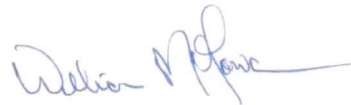
Dear Board Members:

My term as a member of the Town of Binghamton Planning Board expires on December 31, 2021. I would like to be reappointed for another term as a member starting January 2021 and ending December 2025.

I have served on the Planning Board for forty-five years beginning in January of 1976. My goal is to serve on the Planning Board for fifty years. I bring to the Planning Board a historical perspective on its organization, operation, past projects, and an insight into the residents of the Town of Binghamton.

Thank you for all your support of the Planning Board of me as a member for the past 45 years.

Sincerely,



William E. McGowan  
Planning Board Member

cc  
Town Board  
Planning Board  
Alan Pope

**WINTER 2021 AUCTION SURPLUS LIST FOR TOB HIGHWAY**  
**DEPT.**

1. 2007 FORD F350 SERVICE TRUCK
2. 1996 ECONLINE 9 TON TRAILER
3. SMALL MISC. TOOLS
4. PLOW FRAME & SHOES
5. 2015 NEW HOLLAND 24" BACKHOE BUCKET