Andrew J. Zarutskie Town Clerk Town of Newburgh 1496 Route 300 Newburgh NY 12550 Tel.(845) 564-4554

# AGENDA

PUBLIC TOWN COUNCIL MEETING

Monday, September 17, 2012 7:00 p.m.

- 1. ROLL CALL
- 2. PLEDGE OF ALLEGIANCE TO THE FLAG & MOMENT OF SILENCE
- 3. CHANGES TO AGENDA
- 4. COMMENTS ON AGENDA ITEMS
- 5. APPROVAL OF AUDIT
- 6. (7:00 P.M.) PUBLIC HEARING: Local Law Superseding Tax Levy Cap
- 7. PRESENTATIONS: Conklin Services & Dominion Energy Group—Solar Power Installations
- 8. INTRODUCTION OF LOCAL LAW FOR ADULT ORIENTED BUSINESSES
- 9. ASSESSOR CERTIORARI SETTLEMENTS:
  - A. American Tower 1-1-37, located on Orchard Drive
  - B. Land Investment Group 34-2-98, located on New Road
  - C. Corbell, LLC and/or Confinance, Inc. 60-3-29, located on Route 300
  - D. A & A Food Systems 60-3-54, located on Route 300
  - E. 17k Property Group, LLC 89-1-28, located at 261 Route 17k
  - F. Segali 90-1-2, located at SW corner of Rt. 17k and Arbor Drive
  - G. Carroll's Corporation #3008 95-1-23, located on Route 17k
- 10. DEPARTMENT OF PUBLIC WORKS:
  - A. Interfund Transfer for Water Distribution & Water Supply
  - B. Bid Advertising for Loader Backhoe
  - C. Budget Transfers for Highway Department
- 11. ANIMAL CONTROL: T-94 Withdrawal
- **12.ANNOUNCEMENTS**

#### **13.PUBLIC COMMENTS**

#### **14.ADJOURNMENT**

*WCB: AJZ* 1ST Draft 2:55 p.m. 09-13-12

5. APPROVAL OF AUDIT

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## AUDIT # 18

## September 17, 2012

## VOUCHERS: 123678 to 123927

FUND	 REGULAR		PREPAID	
GENERAL	\$ 143,583.28	\$	7,636.08	
TRUST & AGENCY	12,820.87		-	
STREET LIGHTING	-		16,493.22	
HIGHWAY	36,080.37		-	
WATER	177,681.94		18,504.70	
SEWER	300,677.57		143.94	
WATER CAPITAL	 1,662,321.41		274.62	
SEWER CAPITAL	-		-	
HIGHWAY CAPITAL	90,470.19		-	
GENERAL CAPITAL	4,743.87		-	
SPECIAL DISTRICT	-			
TOTAL	\$ 2,428,379.50	\$	43,052.56	
GRAND TOTAL	\$ 2,471,432.06	Ψ	40,002.00	

# AUDIT # 18 9/17/2012 VOUCHERS: 123678 to 123927

# Audit Date: September 17, 2012

To the Supervisor:

I certify that the vouchers listed above were audited by the Town Board on the above date and allowed in the amounts shown. You are hereby authorized and directed to pay each of the claimants the amount opposite his name.

I acknowledge the following vouchers are in violation of New York State's General Municipal Law section 103 (Competitive Bidding Laws) and approve payment thereof.

Voucher	Vendor Name	Amount	
123725	Valley septic service	540.00	
123827	NY Communication	3,725.00	
123838	Val u office	923.42	
123875	Electric inc.	318.67	
123900	NY Communication	9,340.00	
123908	Schmidts wholesale	1,181.93	

Dated:

Andrew J. Zarutskie, Town Clerk

Town Board:

Exceptions:

6. (7:00 P.M.) PUBLIC HEARING: Local Law Superseding Tax Levy Cap

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## BE IT ENACTED by the Town Board of the Town of Newburgh, as follows:

### Section 1. Legislative Intent

It is the intent of this local law to override the limit on the amount of real property taxes that may be levied by the Town of Newburgh, County of Orange pursuant to General Municipal Law § 3-c, and to allow the Town of Newburgh, County of Orange to adopt a town budget for (a) town purposes and (b) any other special or improvement district governed by the town board for the fiscal year 2013 that requires a real property tax levy in excess of the "tax levy limit" as defined by General Municipal Law § 3-c.

### Section 2. Authority

This local law is adopted pursuant to subdivision 5 of General Municipal Law § 3-c, which expressly authorizes the town board to override the tax levy limit by the adoption of a local law approved by vote of sixty percent (60%) of the town board.

# Section 3. Tax Levy Limit Override

The Town Board of the Town of Newburgh, County of Orange is hereby authorized to adopt a budget(s) for the fiscal year 2013 that requires a real property tax levy in excess of the limit specified in General Municipal Law, §3-c.

### Section 4. Severability.

If any clause, sentence, paragraph, subdivision, or part of this Local Law or the application thereof to any person, firm or corporation, or circumstance, shall be adjusted by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of this Local Law or in its application to the person, individual, firm or corporation or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

# Section 5. Effective date.

This local law shall take effect immediately.

At a meeting of the Town Board of the Town of Newburgh, held at the Town Hall, 1496 Route 300, in the Town of Newburgh, Orange County, New York on the 5th day of September, 2012 at 7:00 o'clock p.m.

PRESENT:

Wayne C. Booth, Supervisor <u>George Woolsey, Councilman</u> <u>Gilbert J. Piaquadio, Councilman</u> <u>Elizabeth J. Greene, Councilwoman</u> <u>Ernest C. Bello, Jr., Councilman</u> RESOLUTION OF TOWN BOARD INTRODUCING LOCAL LAW TO OVERRIDE THE TAX LEVY LIMIT ESTABLISHED IN GENERAL MUNCIPAL LAW ARTICLE 3-C AND PROVIDING FOR PUBLIC NOTICE AND PUBLIC HEARING

Councilman/woman \_\_\_\_\_\_ presented the following resolution which was seconded by Councilman/woman \_\_\_\_\_\_.

BE IT RESOLVED that a Local Law to Override the Tax Levy Limit Established in General Municipal Law Article 3-C be and hereby is introduced before the Town Board of the Town of Newburgh in the County of Orange and State of New York, and

BE IT FURTHER RESOLVED that a copy of the aforesaid proposed local law in final form be laid upon the desk of each member of the Town Board at least seven (7) days prior to a public hearing on said proposed local law, and

BE IT FURTHER RESOLVED that the Town Board shall hold a public hearing in the matter of the adoption of the aforesaid local law to be held at the Town Hall at 1496 Route 300 in the Town of Newburgh, New York on the 17th day of September, 2012 at 7:00 o'clock, p.m., and

BE IT FURTHER RESOLVED that the Town Clerk give notice of such public hearing by the publication of a notice in the official newspapers of the Town, specifying the time when and the place where such public hearing will be held at least three (3) days prior to the public hearing, and posting of such notice together with a copy of such local law in accordance with the requirements of the Municipal Home Rule Law and Chapter 25 of the Code of the Town of Newburgh.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call which resulted as follows:

George Woolsey, Councilman voting

Gilbert J. Piaquadio, Councilman\_voting\_\_\_\_\_

Elizabeth J. Greene, Councilwoman voting

Ernest C. Bello, Jr., Councilman voting

Wayne C. Booth, Supervisor voting

The resolution was thereupon declared duly adopted.

7. PRESENTATIONS: Conklin Services & Dominion Energy Group— Solar Power Installations



**Dominion Energy Partners** offers a complete range of solar energy services to commercial and public sector customers. Backed by more than fifty years of environmental construction experience, Dominion handles every aspect of solar power installations - including, engineering and design, construction, monitoring, ongoing maintenance, support and financing—to ensure the most efficient and reliable solution.

Headquartered in Newburgh NY, Dominion Energy has become a leading solar developer in the North East. Since inception in 2011, Dominion has signed in excess of 10 Mega Watts of solar projects, making it one of the fastest growing solar companies in the region.

#### Partners **Partners**

*Conklin Services and Construction, Inc.* Dominion Energy is an affiliate of CSC, a leading environmental construction company, with roots dating back to 1932. Conklin provides project engineering and design expertise, as well as full infrastructure support.

Photon Consulting- Dominion is a partner with Photon Consulting. Recognized as the elite solar consulting company, Photon Consulting provides solar intelligence and analysis to the global leaders in solar. Using proprietary financial modeling, Photon facilitates optimization to help ensure a maximum return on investment.

*Focused Energy-* Focused Energy is a leading distributor of components for grid-tied PV (solar electric) systems, providing best-in-class components to Dominion throughout North America.

#### **Turn-Key Solution**

Dominion Energy truly embodies a seamless, turn-key solution to going solar. Our singular objective is to blend technologically superior solar systems into our clients operations to maximize energy output, optimize cost savings and return on investment.

- Design- Dominion's Project Design Team will engineer your solar system to optimize energy output for predictability, reliability and superior performance. Our Design Protocol affords a comprehensive roadmap from initial design to implementation and monitoring.
- Build- Dominion's in-house Build Team includes engineers, electricians, solar certified installers, energy efficiency inspectors, roofers, carpenters and solar financing professionals.
- Maintain- Dominion's 24/7 in-house Service Department ensures that your solar system is operating at peak efficiency. We monitor your solar system for electricity generation and other performance metrics. Our monitoring, warranty program and bi-annual inspections are designed to provide you with the confidence and assurance that your solar system is operating optimally throughout its 25+ year lifespan.
- Finance- Dominion Energy Capital, an affiliate of Dominion Energy Partners, offers a full suite of financing options to meet your business and cash flow profile. Available options include capital purchase, bank financing, internal financing, operating and capital leases, and a power purchase agreement option ("PPA"). The Dominion PPA affords a no risk/no cost option to design, build, install and maintain your solar system, while allowing you to benefit from significantly lower and predictable electricity costs.

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# The Dominion Energy Solar Solution

Solar power provides myriad economic and environmental benefits:

#### Economic Benefits

Solar is good for business and the bottom-line. The Dominion Energy Solar Solution is designed to drive significant, long-term cost savings and efficiencies.

Significantly lower your electricity bills by generating some or all of your energy needs Avoid electricity price increases-convert a variable cost into a fixed one

Benefit from the ability to predict energy costs for 25 years or more

Watch your meter run backwards and capitalize on solar credits from the utilities when you produce surplus electricity

Take advantage of generous federal, state and local incentives and grants to finance your project Capitalize on tax credits to enhance your return on investment

Generate additional revenue through solar energy credits that pay you for simply producing solar electricity (where applicable)

Go solar with Dominion's "No Cost" Solar Program through a simple power purchase agreement (PPA)

#### Environmental Benefits

- Reduce your carbon footprint by limiting emissions into the environment
- Help reduce reliance on foreign energy sources
- Demonstrate your environmental stewardship within the community
- Generate silent and non-polluting, sustainable power

# The Dominion Energy "No-Cost" Solar Solution

Dominion Energy offers commercial customers a "no-cost" solar solution, turning old roof space into a new profit center. A Dominion Solar PPA, or Power Purchase Agreement, is an agreement between Dominion Energy and a customer to provide solar electricity at guaranteed long-term rates. Dominion provides the design, financing, maintenance and support for all elements of the solar system, including management of rebates and other government financial incentives.

- Design and Construction: Dominion designs the system and buys and installs all system components eliminating any need for you to make capital investments or manage multiple
- Ownership and Maintenance: Dominion provides all necessary maintenance, upgrades and repairs so you can concentrate on your business—not on becoming a solar energy expert. And as the owner, Dominion provides insurance on the system
- Incentive and Tax Credit Management: Dominion completes and tracks all filings for tax credits and government incentives
- Metering and Billing: Dominion meters solar electrical output for individual systems and bills monthly for the energy produced
- REC Dispatch: Dominion will manage the distribution of Renewable Energy Credits as agreed upon in individual PPAs, as applicable

# 8. INTRODUCTION OF LOCAL LAW FOR ADULT ORIENTED BUSINESSES

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Information not available at this time.

#### 9. ASSESSOR - CERTIORARI SETTLEMENTS:

- A. American Tower 1-1-37, located on Orchard Drive
- B. Land Investment Group 34-2-98, located on New Road
- C. Corbell, LLC and/or Confinance, Inc. 60-3-29, located on Route 300
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- E. 17k Property Group, LLC 89-1-28, located at 261 Route 17k
- F. Segali 90-1-2, located at SW corner of Rt. 17k and Arbor Drive
- G. Carroll's Corporation #3008 95-1-23, located on Route 17k

Information for the above items are listed in the September 5, 2012 Audit Workshop Meeting additional files

# **10. DEPARTMENT OF PUBLIC WORKS:**

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- A. Interfund Transfer for Water Distribution & Water Supply
- B. Bid Advertising for Loader BackhoeC. Budget Transfers for Highway Department

#### TOWN OF NEWBURGH TOWN ENGINEER 1496 Rte. 300 Newburgh, NY 12550 (845) 564-7814

#### **MEMORANDUM**

**TO:** Wayne Booth, Town Supervisor & Town Board

**FROM:** James W. Osborne, Town Engineer  $\sqrt{\omega}$ 

**DATE:** September 10, 2012

RE: W \ WATER SUPPLY / DISTRIBUTION BUDGET TRANSFER

Attached for Town Board review and approval is the following budget transfers for the Water Department:

From:	Interfund Transfer #9902.0900
Amount:	\$100,000
To:	#8340.0499 (Misc. Expenses)
Amount:	\$47,400
То:	#8330.0472
Amount:	\$52,600 (Consultants)

The first transfer to Distribution – Miscellaneous Expenses is to cover the unanticipated cost of meter replacement for broken or failed water meters that were identified during meter reading. With the new technology in place, the Water Department is aggressively pursuing meter change-out.

The second transfer to Supply – Consultants is to cover the cost of the recently approved Water Chemistry Analysis & Treatment Optimization Study.

As the above requires Town Board action, I am requesting that this item be placed on the next available agenda for approval. If you have any questions or comments, I am available to discuss them with you.

#### JWO/id

cc: J. Platt, DPW Comm.

J. Calarco, Accountant

SEP 1 7 2012



HIGHWAY DEPARTMENT

90 Gardnertown Road Newburgh, New York 12550

TELEPHONE 845-561-2177 Fax 845-561-8987

DARRELL BENEDICT HIGHWAY SUPERINTENDENT TODD DEPEW DEPUTY HIGHWAY SUPERINTENDENT

TO:	Wayne C. Booth, Supervisor & Town Board Members
FROM:	Darrell Benedict, Highway Superintendent

DATE: September 7, 2012

RE: Loader Backhoe

I would like to be put on the agenda to go out to bid for a loader backhoe which was approved in my 2012 budget. If you have any questions feel free to call me. Thanks

DB:ch

#### TOWN OF NEWBURGH ORANGE COUNTY, NEW YORK

#### LOADER BACKHOE

#### BID SUBMITTED TO:

TOWN OF NEWBURGH 1496 ROUTE 300 NEWBURGH, NY 12550

THE UNDERSIGNED, HAVING A PRICIPAL PLACE OF BUSINESS AT THE ADDRESS GIVEN BELOW AND BEING EXPERIENCED AND RESPONSIBLE FOR THE PERFORMANCE OF THE SAME, PROPOSE TO FURNISH ONE (1) LOADER BACKHOE TO TOWN OF NEWBURGH IN ACCORDANCE WITH THE NOTICE OF BIDDERS AND THE BID SPECIFICATIONS .

LOADER BACKHOE

DELIVERED TO THE TOWN OF NEWBURGH

\$\_\_\_\_\_

DATED:	
BIDDER:	
NAME/TITLE:	
ADDRESS:	
TELEPHONE:	

SIGNATURE/TITLE \_\_\_\_\_

#### NOTE: SEALED ENVELOPES TO BE CLEARLY MARKED "BID FOR LOADER BACKHOE."

#### **BID SPECIFICATIONS**

It is the intention of this specification to describe the minimum requirements for a LOADER BACKHOE. Bidders shall list any and all deviations from this specification in order for their proposal to receive full consideration. Bidders shall furnish complete manufacture's literature and detailed specifications with their proposal. The use of manufacturer's names and/or model numbers is strictly for the purpose of indicating the quality of materials required.

- **ENGINE:** 4-cylinder, turbocharged diesel engine with a minimum 108 net horsepower at 2,200 rpm, a diesel particulate filter, engine displacement of 207 cubic inches, minimum SAE net torque rating of 338 ft-lbs at 1,200 rpm, torque rise of 30% at rated speed, tier Iva certified per federal emissions standards, parent metal bore design, direct high pressure common rail fuel injection, internal oil cooler, integral water pump, engine shall be equipped with a 9 blade suction fan with minimum diameter of 19.6 inches, an aspirated dual-stage air cleaner, polly-v belt for fan and alternator, automatic self-adjusting belt tensioner, vertical spin-on engine oil filter, cold weather starting aid to be that of non-ether based system, liquid cooled engine, 500-hour engine oil change interval.
- **ELECTRICAL:** 12-volt electrical system, minimum 120-amp alternator, single battery with 850 cold cranking amps, optional duel batteries with 850 cca (each)

FULLY Torque converter drive with a fully synchronized transmission, four (4) forward speeds, three (3) reverse speeds, minimum forward travel speed of 24.2 mph with standard tires, minimum reverse travel speed of 15.9 mph with standard tires, electric forward/reverse shuttle shift, planetary transmission gears, clutch disconnect button on shift lever, clutch disconnect button on loader control lever.

**POWER TRAIN:** The loader backhoe power train shall be componentized, heavy duty axles with brake that can be serviced without removing the axle from the frame, on-the-go electro-hydraulic rear differential lock engagement, lube-for-life drive shaft cross bearings, a single fill and check point for rear axle shall be standard equipment.

The powershift transmission shall provide the following: minimum of four (4) forward and three (3) reverse speeds, shall have a kickdown function for ease of operation.				
The four-wheel drive	e units include the following features: conventional differentials in the front axle, conventional differentials in the rear axle, front axle with a minimum 74.3 inch fixed tread with 14 x 17.5 tires, on-the-go electrical four-wheel drive engagement, front and rear axles with outboard planetaries, single, double-rod steering cylinder, steering cylinder located behind the axle, lube-for-life drive shaft cross bearings.			
The axle load rating	shall be:			
	front axle (2wd) maximum static – 65,506 lbs minimum, front axle (4wd) maximum static – 67,883 lbs minimum rear axle maximum static – 70,848 lbs minimum front axle(2wd) dynamic operating – 44,261 minimum front axle (4wd) dynamic operating – 47,426 minimum rear axle dynamic operating – 49,494 lbs minimum front axle (2wd) static operating – 17,704 lbs minimum front axle (4wd) static operating – 18,969 lbs minimum rear axle static operating – 19,798 lbs minimum			
BRAKES:	fully hydraulic, multiple wet disc brake located outboard, low effort, power boosted, oil cooled brakes, brakes operated by two(2) suspended brake pedals, maintenance-free and self adjusting, spring applied, hydraulically (SAHR) released parking brake			
LOADER AND LINKAGE FEATURE:	the leader arms shall be heavy duty and in line, arch design for short turning circle, dual parallel lift cylinders, cushioned loader cylinder, automatic ride control with adjustable speed setting (4 wd only)			
The loader linkage shall have the following features: Dual parallel bucket cylinders, cushioned bucket cylinders, bucker cylinders with reverse linkage, dual cast dump links to bucket, full bucket rollover for dozing, full bucket rollover for stability in backhoe operation, automatic bucket self-leveling, return-to-dig				

LOADER BUCKET	C: the loader bucket shall be a multi purpose 4/1 bucket, rear bucket rolled wrapper, pre-drilled edge, heavy duty lifting eyes, bucket position indicator, minimum SAE dump cylinder breakout force of 12, 776 pounds force, minimum SAE lift capacity to full height of 8,425 pounds, minimum SAE dump clearance of 8 feet 11.4 inches at full height and 45 degree dump angle, minimum SAE dump reach of 29.2 inches at full height and 45 degree dump angle, minimum hinge pin height of 11 feet 5.6 inches, minimum dig depth below ground of 6.2 inches, maximum loader lowering time (power down) of 2.5 seconds, maximum loader lowering time (return-to-dig) of 3.8 seconds, maximum bucket dumping time of 2.0 seconds, maximum bucket raising time to full height of 3.7 seconds
BACKHOE & CONTROLS:	Grease pins in the swing tower to boom base, replaceable bushings in the swing tower to boom base mounting pins, optional extendible exterior dipper stick, extendible dipper stick can be pinned to prevent movement, internal bolt-on, replaceable wear strip for extendible dipper stick, 700-pound front-mounted counterweight to extendahoe, stabilizers fully retractable within the width of the tires, over-center backhoe design for improved balance during transport and roading, optional integrated hydraulic backhoe coupler with in-cab controls, pro control system to provide precise control and eliminate over-swing, standard serrated teeth on dipper arm for gripping objects and available optional teeth segments
The backhoe controls	shall be of an ergonomic design with low lever effect. Factory option of pilot controls w/power lift & pattern changer.
BACKHOE BUCKET:	The backhoe bucket shall be heavy duty, available in 24-inch digging width.
OPERATING CONFIGURATION	Configuration-machine equipped with 4wd, 2 door cab, cloth air : suspension seat, 93 inch 4 in 1 loader bucket, 24 inch HD backhoe bucket, extendahoe dipperstick, dual batteries, flip over stabilizer pads, backhoe coupler, backhoe auxiliary hydraulics, no operator
TRACTOR DIMENSIONS (4WD):	Maximum wheel base of 84.5 inches, maximum transport height of 11 feet 7.3 inches, maximum overall transport width of 7 feet 9 inches, maximum height of 8 feet 10.7 inches to top of cab/ 8 feet 9.4 inches to top of canopy, maximum height to top of exhaust stack of 8 feet 9.1 inches.

BACKHOE	Minimum SAE dig depth with over-center Extendahoe extended
<b>EXTENDAHOE:</b>	for 24-inch flat bottom of 19 feet 5 inches, provide power lift
	feature,
	minimum digging force bucket cylinder 14,940 pounds force
	retracted/extended),
	minimum digging force dipper cylinder 9,047 pounds force
	(retracted),
	minimum dig force dipper cylinder 6,463 pounds force (extended), maximum stabilizer spread in operating position of 10 feet 8.5
	inches flip pads,
	minimum boom lift capacity at 10 feet of 3,937 pounds (retracted),
	minimum boom lift capacity at 10 feet of 3,051 pounds (extended),
	minimum boom lift capacity at 12 feet of 3,898 pounds (retracted)
	minimum boom lift capacity at 12 feet of 3,037 pounds (extended)
	minimum dipper lift capacity at 10 feet of 6,650 pounds (retracted)
	minimum dipper lift capacity at 10 feet of 4,849 pounds (extended)
	minimum dipper lift capacity at 12 feet of 6,409 pounds (retracted)
	minimum dipper lift capacity at 12 feet of 5,252 pounds (extended)
	minimum boom lift capacity at 10 feet of 4,188 pounds (retracted) power lift
	minimum boom lift capacity at 10 feet of 3,246 pounds (extended)
	power lift
	minimum boom lift capacity at 12 ft of 4,147 pounds (retracted) power lift
	minimum boom lift capacity at 12 feet of 3,231 pounds (extended) power lift
	minimum dipper lift capacity at 10 feet of 6,650 pounds (retracted) power lift
	minimum dipper lift capacity at 10 feet of 4,849 pounds (extended) power lift
	minimum dipper lift capacity at12 feet of 6,409 pounds (retracted_ power lift
	minimum dipper lift capacity at 12 feet of 5,252 pounds (extended) power lift.
	power me.

#### **OPERATOR ENVIRONMENT:**

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The loader backhoe shall have a cab with one door on the left side of machine. Power lift function to increase backhoe hydraulic pressure to increase lift capacity while reducing the engine rpm decreasing the dba and fuel consumption, minimum of four (4) isolation mounts, insulation for maximum temperature and sound control, sound level maximum of 72 dba, optional left and right hand doors, suspended brake pedals, suspended accelerator, electro-hydraulic differential lock, transmission shift lever within easy reach of the operator and integrated clutch disconnect button, all glass surfaces free of rubber moldings, rear side glass swing open 180 degrees (both sides), front and rear windshield wipers, interior dome light, interior rear view mirror, retractable seat belt, deluxe suspension seat, built in molded cup holder, front console storage area, single handle loader control with top-mounted clutch cut-out button, auxiliary loader hydraulic control built into the single handle loader control, forward/reverse power shuttle lever mounted on the steering column, parking brake switch located within easy reach to the right of the operator, operator warning system that alerts the operator with an audible alarm when the parking brake is applied and the operator engages the forward/reverse lever, instrumentation located to the right of the operator, two (2) accessory power plugs.

The leader backhoe cab also shall have the following for backhoe operation: easy-to-swing seat to access backhoe controls, audible alarm to alert operator of transmission engagement when swinging seat, pilot controls, foot pedals for backhoe swing, over-center backhoe release inside the cab, rotary throttle control located within easy reach to the left of the operator, stabilizer controls located together to permit one-hand operation.

**HYDRAULICS:** The loader hydraulics shall be closed center and allow for smooth loader operation, the backhoe hydraulics shall be variable volume and allow for smooth backhoe operation, variable displacement axial piston pump, dual mode torque regulation, total pump flow to be 43 gpm at 2,340 psi available to the loader valve and backhoe valve, allows operation of optional hand-held hydraulic tools, anti-cavitation valves in the dipper and loader circuit, pilot-operated check valves for stabilizers and boom circuit, anti-rebound valve for backhoe swing precision, factory installed backhoe auxiliary hydraulics to be of a uni-directional or combo directional, or combo directional design with adjustable flow control.

#### **SERVICEABILITY:**

The loader backhoe shall be easy to services from ground level, tilt hood that permits access to the engine with the loader arms raised or lowered, remote hydraulic test ports for ground level service diagnosis, optional remote battery disconnect switch and jump start, minimum 42-gallon side-mounted fuel tank, minimum hydraulic system (total) fill of 34.75 gallons (standard hoe) / 36.25 gallons (extendahoe), minimum transmission total system fill of 21 quarts (4wd), minimum engine oil fill (with filter) of 14.4 quarts, minimum 13.25-gallon hydraulic reservoir (with filter), minimum window washer reservoir fill of 3.05 quarts, lube for life drive line components, remote front axle pivot lubrication fitting, 500 hour service interval for engine oil.

- **WARRANTY:** Full machine warranty of 12 months, unlimited hours, engine warranty of two (2) years of 2,000 hours, power train warranty of two (2) years or 2,000 hours.
- **OPTIONS:** Machine shall be equipped with a Helac PT-07 swing coupler, machine shall be equipped with 48" ditch bucket w/boce, Machine shall be equipped with 6,000 lbs capacity quick attach pallet forks.

# **GENERAL INFORMATION**

Please complete the following qualification questions as provided for herein. Bidders are responsible for submission of accurate and clear descriptions of the information requested. Omissions, vagueness or inaccurate descriptions or responses shall not be interpreted in favor of the bidder and shall be grounds for bid rejection.

#### **General Background Information:**

Bidder's Main Office:
Manager's Name (Contact):
Firm's Legal Name:
Street Address (Box Numbers):
City:
State:
Zip:
Telephone Number:
e-mail address:
Name of assigned site supervisor:
Telephone number:
e-mail address:

## **NON-COLLUSIVE BIDDING CERTIFICATION**

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief: (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

The bidder further certifies that this bid is made without any connection with any other person making a bid for the same purpose, and is in all respects fair and without collusion or fraud, and that no elected official or other officer or employee or person whose salary is payable in whole or in part from the Town treasury is directly or indirectly interested therein, or in supplies materials and equipment to which it relates, or in any portion of the profits thereof.

Bidder Name and Address:

Signature (Authorized): BY:\_\_\_\_\_

Title:\_\_\_\_\_

Date	

# CERTIFICATE OF COMPLIANCE WITH GENERAL MUNICIPAL LAW SECTIONS 103-a AND 103-b GROUND FOR CANCELLATION OF CONTRACT BY MUNICIPAL CORPORATIONS

Upon the refusal of a person, when called before a grand jury to testify concerning any transaction or contract had with the State, and political subdivision thereof, a public authority or with any public department, agency or official of the State or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract, a. such person, and any firm, partnership or corporation, of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or any public department, agency or official thereof for goods, work, or services, for a period of five years after such refusal, and b. any and all contracts made with any municipal corporation or any public department, agency or official thereof, since the effective date of this law, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be canceled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid. This condition shall be further subject to any other provisions or subsequent amendments to Section 103a and 103b of the General Municipal Law.

In acknowledgment of the above:

Bidder's Business Name

By:\_\_\_\_\_

Title:\_\_\_\_\_

Date:	

#### INSTRUCTIONS TO BIDDERS AND GENERAL SPECIFICATIONS

1. Bidders interested in bidding on the referenced items should read the entire document. The vendor must complete all sections of this document including the General Information, Non-Collusive Bidding Certification and Certificate of Compliance with General Municipal Law Sections 103-a and 103-b and sign where indicated. When the specific specifications so indicate a bid bond in the stated amount must also be submitted. Your signature identifies your acceptance of all terms and conditions herein. Bids must be signed by the authorized representative/officer/agent of the bidder. The Town of Newburgh shall be the sole judge as to whether any bid complies with these specifications, and such a decision shall be final and conclusive.

2. All bidders must fill in the prices being requested in the places and formats indicated. All blank spaces in said bid shall be filled in and no changes shall be made in the phraseology, or in the items, terms and conditions contained therein. Each bid must be submitted on the prescribed form and all blank spaces for bid prices must be filled in ink or typewritten in both words and figures. Bid prices shall include all labor, materials (other than gasoline) and equipment necessary to complete the work in accordance with the contract documents or these specifications and instructions. All prices must be NET, F.O.B. to the Town of Newburgh Highway Department, 90 Gardnertown Road, Newburgh, unless otherwise indicated. Negligence on the part of the bidder in preparing a bid confers no right of withdrawal or modification of a bid after such bid has been opened. The Town of Newburgh is exempt from the New York sales tax and Federal excise taxes.

3. Completed bids should be sent to the following address: Town Clerk, 1496 Route 300, Newburgh, New York 12550. All bids must be properly signed and received by the time and date specified in order to be valid. The Town will not be held responsible for those bids lost in the mail or addressed to a Town facility other the Town Clerk's Office, 1496 Route 300, Newburgh, New York 12550.

4. Please indicate "**LOADER BACKHOE**" on the outside of your submitted sealed bid. Bids submitted in unmarked envelopes which are opened by the Town in its normal course of business will not be accepted. If time permits, the proposals will be returned to the bidder informing them that the proposal may be resubmitted in a sealed envelope properly marked as indicated above.

5. Awards will be made, if at all, to the "lowest responsible bidder" meeting the specifications. The Town reserves the right to reject any and all bids or portion thereof, or any bids that are vague, incomplete or indefinite. The Town may make such investigation as it deems necessary to determine the ability of the bidder to perform the work. The bidder shall furnish to the Town all such information for this purpose as the Town may request. The Town reserves the right to reject any bid if the evidence submitted by or discovered by investigation of a bidder fails to satisfy the Town that such bidder is qualified to carry out the obligations of the contract and to the work contemplated therein. The Town reserves the right to examine the responsibility of bidders for contracts and proposed subcontractors on a case-by-case basis, including but not limited to an examination of the skill, judgment, integrity, good faith, sufficiency of financial resources, quality of execution, performance and conduct on prior similar contracts, and labor practices of a bidder and/or of a proposed subcontractor; and to investigate and consider the background of such bidders and subcontractors for this purpose, including their ownership, management, affiliation, history of past performance, and compliance with relevant state and federal laws and regulations.

6. The submission of the bid proposal shall constitute an irrevocable offer which shall remain in full force and effect until the bid proposals received by the Town are either accepted or rejected.

7. Bidders are advised to become familiar with all conditions, instructions and specifications governing this bid. Once the award has been made, failure to have read all the conditions, instructions and specifications shall not be cause to alter the original bid. All bids must be priced as specified in the bid specifications or on the bid form submitted, and must be signed and dated. No exceptions will be allowed with regard to errors made in the computation of a bid. Purchases by the Town of Newburgh are not subject to any federal, state or local taxes. Do not include any of these taxes when bidding or invoicing. Exemption certificates will be furnished upon request.

8. Any deviation from specifications shall be clearly stated and fully explained by accompanying specification sheets with submitted bid. Unless qualified by the provision NO SUBSTITUTE, the use of the name of a manufacturer, brand, make or catalog designation in specifying an item does not restrict Bidders to the manufacturer, brand, make or catalog designation identification. This is used simply to indicate the character, quality and/or performance equivalence of the commodity desired, but the commodity on which bids are submitted must be of such character, quality and/or performance equivalence that it will serve the purpose for which it is to be used equally as well as that specified. In submitting bids on a commodity other than as specified, Bidder shall furnish complete data and identification with respect to the alternate commodity he/she proposes to furnish. The Town reserves the right to make final determination of equivalency. Consideration will be given to bids submitted on alternate commodities to the extent that such action is deemed to serve best the interests of the Town. If the Bidder does not indicate that the commodity he proposed to furnish is other than specified, it will be construed to mean that the Bidder proposes to furnish the exact commodity described.

9. The prices quoted herein, if accepted, will be considered guaranteed, unadjustable prices for Competitive Bid LoaderBackhoe 12

the terms stated herein, unless otherwise so identified in other sections of this bid request. Once bids are opened the prices shall remain firm for forty five (45) days after the bid opening.

10. The Town of Newburgh reserves the right to reject any and all bids if deemed in the best interest of the Town to do so. The Town shall have the authority to award orders, contracts, or services to the bidder(s) best meeting the specifications and conditions as judged solely by the Town.

11. The Town Board shall determine whether bid exceptions are minor in nature or represent a serious departure from the purpose and intent of the specifications and whether or not the best interests of the Town will be promoted by waiving original requirements and accepting exceptions.

12. Time is of the essence in delivery. The Town reserves the right to refuse any goods or services and to cancel any and all parts of this bid if the bidder fails to deliver all or any part of the goods or services in accordance with the terms of the bid. The Town reserves the right to inspect all material furnished for conformity with the specifications. The right is reserved to reject and return at the vendor's expense and risk any unacceptable material.



# HIGHWAY DEPARTMENT

90 Gardnertown Road Newburgh, New York 12550

TELEPHONE 845-561-2177 Fax 845-561-8987

DARRELL BENEDICT HIGHWAY SUPERINTENDENT TODD DEPEW DEPUTY HIGHWAY SUPERINTENDENT

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To: Supervisor Booth Town Board Members

Cc: Jackie Calarco, Town Accountant Charlene M Black, Personnel

From: Darrell Benedict, Highway Superintendent

Date: September 12, 2012

Re: Transfers

Please transfer \$60,000.00 from account 5110.0412 (Street Paving & Resurfacing) and \$60,000.00 from 5142.0413 (Sand, Salt, Calcium, etc) to accounts 9060.0800 Medical (\$80,000.00) and 9040.0800 (\$40,000.00) Workers' Comp to cover the shortages for each of these accounts. These transfers will cover those accounts till the end of the year. Thank you in advance.

# 11. ANIMAL CONTROL: T-94 Withdrawal



**TOWN OF NEWBURGH ANIMAL CONTROL & SHELTER** 

645 Gidney Ave. Newburgh, NY 12550

September 6, 2012

To: Town Board

Subject: Authorization to Pay Veterinarian Services Utilizing T-94 Account

I am requesting authorization to use the T-94 account to pay for veterinarian services from Newburgh Veterinary Hospital for the months of June and July and for your authorization for payment of this voucher in the total amount of \$1,077.48.

Sincerely, Chantel Haight

Cc: Accounting

	TOWN OF NEWBURGH 1496 Route 300 Newburgh, New York 12550 (845) 564-4552	DO NOT WRITE IN THIS BOX	(	1	
		FUND - APPROPRIATION	AMOUNT		
DEPARTMENT				é	
CLAIMANT'S NAME AND ADDRESS	NEWBURGH VETERINARY HOSPITAL 1716 Route 300 Newburgh, NY 12550 Tel: (845) 564-2660 www.newburghvet.com	Total		VOUCHER NO.	
TERMS	Net 30 Days	Invoice #		J	
•	Canine	<u>.</u>		-	
Dates		n of Materials or Services	Unit Price	Amount	
U25/12 Le27/12 7/11/12	523828 524025 525199			252.05 442.34 276.36	
7/19/12	525805			106.73	
			TOTAL	1077.48	
	CLAIMAN	NT'S CERTIFICATION			
	Dara M Cast and correct, that the items, services and disbursements charged were taxes, from which the municipality is exempt, are not included; and that		1077.4	ed; that	
-	TID5112 LON DATE (Space	a M Can-f SIGNATURE below for municipal use)	BOOKK TITLE	eeper	
DEPARTMENT APPROVAL APPROVAL FOR PAYMENT					
	☆ materials were rendered of furnished to the municipality on	This claim is approved and ordered for paid from the app	ropiations indicated ab	ove	
Date	Authorized Official	Date Auditing E	Board		

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# INVOICE

# Newburgh Veterinary Hospital

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1716 Route 300 Newburgh, NY 12550 845 564-2660

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"Your pet is part of our family too." Visit us at www.newburghvet.com

FOR:	Town of Newbur 645 Gidney Ave Newburgh, NY (845) 561-3344	•		Printe Date: Accou Invoic	06-25- nt: 19984	
Date	For	Qty I	Description	Price	Discount	Net Price
06-21- 06-21- 06-21-	12 Urinary bla slightly thi The left ki normal . The right l looks norr The splee The liver a The gall b The pancr	1 I adder appears ckened and the dney appears n kidney appears nal n appears norm appears normal ladder appears	ormal in echogenicity	5.10 269.50 he mucos he archite d the arc	cture looks	84.75 ** 2.55 ** 100.00 **
06-22-	Chemistry Chemistry Chemistry Complete Clotting tir	panel liver panel kidney panel pancrea blood count nes (PT/PTT) an Interpretatior		89.50	44.75	44.75 **
06-22-7 06-24-7			Shelter board run .ab Results Normal			20.00 0.00
			Total charges, this invoice **Total discount included:			252.05

\*\*Total discount included: 301.55

Your invoice total reflects our 13Stray Cat Accounts discount.

# INVOICE

# Newburgh Veterinary Hospital

1716 Route 300 Newburgh, NY 12550 845 564-2660

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"Your pet is part of our family too." Visit us at www.newburghvet.com

645 Ne	vn of Newburgh - ca Gidney Ave vburgh, NY 12550 5) 561-3344	nine		Printe Date: Accou Invoic	06-27- nt: 19984	
Date	For	Qty	Description	Price	Discount	Net Price
06-19-12 06-19-12		1 petins	CONSULT / EXAM - Sick Pet Insurance Review urancereview.com and dogtime.com t health insurance plans	53.00 for an ine	26.50 dependent	26.50 ** 0.00
06-19-12	technique allows	eived a shamp ing, rel	BATH/HYDROTHERAPY Flea 1-3 Hydrosurge bath today. This unit's u boo to be delivered deeply and rinsed axing body treatment.	nique ma		15.00 **
06-19-12 06-19-12 06-19-12 06-19-12		1 1 1 s will c	Capstar administration Cestex Deworming Anal Sacs - Express -ANTIINFLAMMATORY INJECTIO ocasionally cause increased water co ubside within a few days after any hol			2.50 ** 12.50 ** 13.50 ** 20.75 **
06-19-12 06-19-12 06-19-12 06-19-12 06-20-12		7 17	Top-Spot Application in hosp Ciprofloxacin 250mg tablets #1542 Temaril - P Individual tablets #1542 FECAL (ParasiteScreen) T805 No Ova Seen	20.00 23.22 29.96 28.00	10.00 11.61 14.98 14.75	10.00 ** 11.61 ** 14.98 ** 13.25 ** 0.00
06-21-12 06-21-12		1 s will o	BATH/HYDROTHERAPYSkunked -ANTIINFLAMMATORY INJECTIO ocasionally cause increased water co ubside within a few days after any hor			31.50 ** 20.75 **
06-21-12 06-21-12 06-21-12		1 1 petinsu	Top-Spot Application in hosp CONSULT / EXAM - Sick Pet Insurance Review urancereview.com and dogtime.com health insurance plans	20.00 53.00 for an inc	10.00 26.50 dependent	10.00 ** 26.50 ** 0.00

06-22-12	but also indo recommmen	disease is a por dogs. It ids that all o	Heartworm Test an enormous problem in our area,see is transmitted by mosquitos. The AVI dogs be tested once yearly and kept o	VIA strong	ly	18.25 **
	preventative	year round	l.			
06-22-12		1	Shelter board run			20.00
06-25-12	Blaze	1	Schirmer Tear test	37.50	18.75	18.75 **
06-25-12		1	Optivet Eye Irrigating solution 0.5	23.00	11.50	11.50 **
06-25-12		1	Cyclosporine(Optimmune) Opthaln	50.00	25.00	25.00 **
06-25-12		1	CONSULT / ÈXAM - Sick	53.00	26.50	26.50 **
06-25-12		1	Pet Insurance Review			0.00
	Please visit v	www.petins	urancereview.com and dogtime.com	for an ind	ependent	
	review of all i	national pe	t health insurance plans			
06-25-12		1	Drontal Plus Intestinal Wormer 61-9			38.75
06-26-12	AI	1	Skin Scraping (in oil x mites) in hos	26.00	13.00	13.00 **
06-26-12		1	Fungassay(In Hosp) #154517	38.50	19.25	19.25 **
06-26-12		1	Revolution K9 41-85lb single	16.99	5.49	11.50 **
06-27-12	Blaze	1	PEDICURE-tech assisted (medical	21.00	10.50	10.50 **
			Total charges, this invoice			442.34
			**Total discount included:	367.58		

discount included: 30

Your invoice total reflects our 13Stray Cat Accounts discount.

#### VISIT US ON FACEBOOK.COM!

#### GOING AWAY?....BOOK YOUR PETS BOARDING RESERVATION TODAY!

In compliance with New York State law, all medications are non-refundable. We regret any inconveniences.

# INVOICE

# Newburgh Veterinary Hospital

1716 Route 300 Newburgh, NY 12550 845 564-2660

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"Your pet is part of our family too." Visit us at www.newburghvet.com

FOR:	645 G Newb	of Newburgh Jidney Ave urgh, NY 125 561-3344		·	Printed: Date: Account: Invoice:	07-11-1	
Date		For	Qty	/ Description	Price Di	scount	Net Price
06-27-1 06-28-1		Blaze		Lyme,HW,Ehrlichia Accu Plus4(AC Doxycycline tablets 100mg #15460	49.50 42.75	24.75 21.37	24.75 ** 21.38 **
07-02-1 07-03-1 07-03-1 07-03-1	2 2	Parker 7/2/1		<ul> <li>Lyme, HW, Ehrlichia Accu Plus4(AC</li> <li>4DX Elisa Negative</li> <li>Morphine Inject / ml</li> <li>Telazol Injectable / 1 ml</li> </ul>	49.50	24.75	24.75 ** 0.00 0.00 0.00
07-03-1 07-03-1	2 2			NEUTER/CANINE <1YR -Isoflurane Gas Anesthesia	129.50	72.52	56.98 ** 0.00
07-03-1 07-03-1		exposed at a grooming an	el Cough ny time th d or show	CANINE RABIES / 1YEAR CANINE RESPIR COMPLEX (Bord is A HIGHLY contagious respiratory in rough coughing or nose to nose conta ing dogs can have incresased risk of poosted every 12 months.	act. Boarding	], ],	
07-03-1	2		been vao ainst Dist	Canine Dist/A2/PI/Parvo/Lepto1YR cinated with Pfizer's new 5 in 1 DA2Pl emper,Adenovirus, Parvovirus, Parain	PI , the best		12.50 **
07-09-12 07-09-12	2 2		/ww.petin	CONSULT / EXAM - Sick Pet Insurance Review surancereview.com and dogtime.com at health insurance plans	53.00 for an indep	26.50 endent	26.50 ** 0.00
07-09-12 07-09-12 07-09-12	2			Ear Gram Stain DIAGNOSIS: Otitis Externa-Bilatera Easotic Suspension #155120	30.50   39.00	15.25 19.50	15.25 ** 0.00 19.50 **
07-09-12 07-09-12	2 2		1 1 been vac ainst Diste	CANINE RABIES / 1YEAR Canine Dist/A2/PI/Parvo/Lepto1YR cinated with Pfizer's new 5 in 1 DA2PF emper,Adenovirus, Parvovirus, Parain	25.00 25.00 Pl , the best	12.50 12.50	12.50 ** 12.50 **

07-09-12 07-10-12 07-10-12 07-10-12	<ol> <li>Lyme,HW,Ehrlichia Accu Plus4(AC 49.50 24.75</li> <li>Heartworm Elisa Negative</li> <li>Ehrlichia Canis Elisa negative</li> <li>Anaplasma Equi Elisa Negative</li> </ol>	24.75 ** 0.00 0.00 0.00
	Total charges, this invoice **Total discount included: 291.89	276.36
	Total payment(s) received 07-05-12 Check payment #58358 1270.	1270.56 56

Your invoice total reflects our 13Stray Cat Accounts discount.

Reminders fo	ders for: Scout Last done	
07/14	Consultation/Exam- Bi-annual	
07/13	HEARTWORM TEST	07-09-12
07/13	CanineDist/Aden/Para/Parvo/Lep	
07/13	CANINE RABIES / 3 YEAR	
07/13	lyme,HW,Ehrlichia Accu Plus4(A	07-09-12
01/13	FECAL EXAM	
01/13	Canine Kennel Cough Vacc -1 ye	
01/13	Neuter your pet at 5-6 months	
09/12	Wellness Blood Screen (SA040)	
09/09	Canine Borrelia (LYME) 1 of 2	

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# Newburgh Veterinary Hospital

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1716 Route 300 Newburgh, NY 12550 845 564-2660

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FOR:	Town of Newburgh - canine 645 Gidney Ave Newburgh, NY 12550 (845) 561 2244	Printed: Date: Account: Invoice:	19984
	(845) 561-3344		

Date	For	Qty	Description	Price	Discount	Net Price
07-13-12	Freckles	0.90	Morphine Inject / ml			0.00
07-13-12		0.40	Telazol Injectable / 1 ml			0.00
07-13-12		1	NEUTER/CANINE <1YR	129.50	72.52	56.98 *
07-13-12		1	-Isoflurane Gas Anesthesia			0.00
07-13-12		1	CANINE RABIES / 1YEAR	25.00	12.50	12.50 *
07-13-12		1	Canine Dist/A2/PI/Parvo/Lepto1YR	25.00	12.50	12.50 *
			inated with Pfizer's new 5 in 1 DA2P mper,Adenovirus, Parvovirus, Parair	,		-
07-13-12		1	Lyme,HW,Ehrlichia Accu Plus4(AC	49.50	24.75	24.75 *
07-13-12			Weight Monitoring			0.00
07-13-12		1	Lyme, HW, Ehrlichia Accu Plus4(AC	49.50	49.50	0.00 *
07-15-12			4DX Elisa Negative			0.00
			Total charges, this invoice **Total discount included:			106.73

Your invoice total reflects our 13Stray Cat Accounts discount.

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