

Proposed

NOTICE of ENACTMENT of an ORDINANCE

At A Regular Meeting of the East Haven Town Council held April 7, 2020, the following Ordinance as introduced at a Public Hearing April 7, 2020, which was approved by the Mayor on April 8, 2020.

"An Ordinance Reallocating \$120,200.00 of Capital Funds between Capital Accounts #97-2-03 (Boiler HVAC) and #97-5 -05(Town Hall Phone)/ 97-02-06(Police Emergency Van/Traffic Main. Truck) " as follows:

To:	For:	
97-5-05	Town Hall Phone	\$20,00.00
97-2-06	Police Emergency Van/Traffic Main. Truck	\$100,200.00
TOTAL		\$120,200.00
From:		
97-2-03	Boiler HVAC	\$120,200.00
TOTAL		\$120,200.00

WHEREAS, the Town Council of the Town of East Haven, upon recommendation of the Board of Finance, must approve both transfers of monies in excess of \$50,000.00 in any given fiscal year and reallocations of previous bond authorizations;

AND WHEREAS, the Board of Finance, meeting of February 18, 2020, approved and recommended the following transfers/bond reauthorizations to the Town Council:

NOW THEREFORE, BE IT ORDAINED by the Town Council of the Town of East Haven that said transfers/bond reauthorizations are approved.

This Ordinance shall be effective in accordance with the provisions of the East Haven Town Charter.

Approved By:

Joseph A. Carfora, Mayor

Date

Submitted By

Roberta A. DeLuca, Council Clerk

Date

Received By

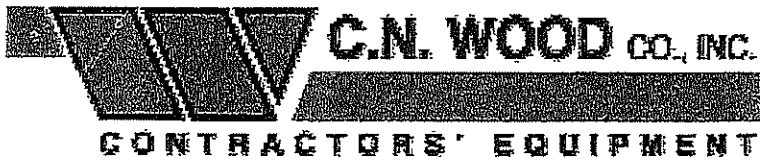
Stacy Gravino, Town Clerk

Date

Proposed Resolution

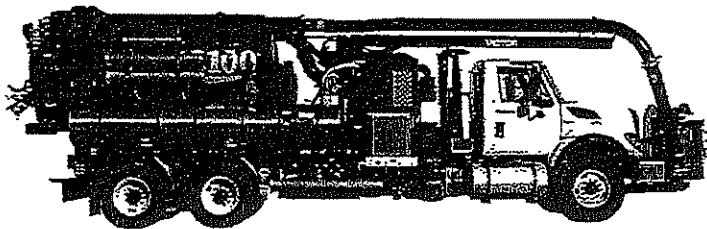
To consider and act upon a Resolution that the Town of East Haven may enter into a lease agreement with C.N. Wood Co., Inc. (*merchant obtained from the State of Connecticut bid list*) to lease a 2020 vector truck for use at public works or any other department deemed proper and to execute any and all documents which it deems to be necessary or appropriate.

BE IT RESOLVED, that Joseph Carfora, as Mayor of The Town of East Haven is authorized and directed to execute and to deliver any and all documents on behalf of the Town of East Haven to enter into a lease agreement with C.N. Wood Co., Inc., or its designee for use at public works or any other department deemed proper



Presents a Proposal Summary

of the



2100 Plus

Combination Single Engine Sewer Cleaner with Hydrostatic Driven Vacuum System Mounted on a Heavy Duty Truck Chassis

for

Town Of East Haven

DPW

East Haven, CT

Ron Cookish
Tel:

PRODUCT DESCRIPTION

- 2100i with Single Engine Fan, 10 Yard Debris Body, 1000 Gallons of Fresh Water

STANDARD FEATURES

- 24" x 26" x 69" Curb Side Aluminum Toolbox
- Aluminum Fenders
- Mud Flaps
- Electric/Hydraulic Four Way Boom
- Color Coded Sealed Electrical System
- Remote Pendant Control w/35' Cord
- Intuitouch Electronic Package
- Double Acting Dump Hoist Cylinder
- Handgun Assembly
- 3" Y-Strainer at Water Pump Inlet
- Ex-Ten Steel Cylindrical Debris Tank
- Flexible Hose Guide
- 30 Deg. Sand Nozzle w/Carbide Inserts
- 30 Deg. Sanitary Nozzle w/Carbide Inserts
- 15 Deg. Penetrator Nozzle w/Carbide Inserts
- Nozzle Storage Rack
- Vacuum Tube Storage: Curbside (2) Pipe, Rear Door (2) Pipe
- 1" Nozzle
- 10' Leader Hose
- Flat Rear Door w/Hydraulic Locks and Door Power-up/Down, Open/Close Feature
- Dual 10" Stainless Steel Float Shut Off System/Rear Mounted
- Debris Body Vacuum Relief System
- Debris Deflector Plate
- 48" Dump Height
- Water Sight Gauge PS
- Liquid Float Level Indicator
- Boom Transport Post Storage
- 3" Y-Strainer @ Water Pump w/3" Drain Valve
- Performance Package: (Hyd Variable Flow, Dual PTO's, Dual Hyd. Pumps)
- 1" Water Relief Valve for Vactor Water Pump
- Midship Handgun Coupling
- Side Mounted Water Pump
- Hose Wind Guide (Dual Roller)
- Hose Footage Counter - Mechanical
- Hose Reel Manual Hyd. Extend/Retract
- Hose Reel Chain Cover (Full)
- Tachometer/Chassis Engine W/Hourmeter
- Tachometer & Hourmeter
- Circuit Breakers
- LED Lights, Clearance, Back-Up, Stop, Tail & Turn
- Tow Hooks, Front and Rear
- Electronic Back-Up Alarm
- Hydraulic Tank Shutoff Valves
- 8" Vacuum Pipe Package
- Emergency Flare Kit
- Fire Extinguisher 5 Lbs.
- Low Water Indicator on Screen w/ Alarm and Water Pump Flow Indicator
- Front Joystick Boom Control
- Digital Hose Footage Counter
- Water Pump Hour Meter
- PTO Hour Meter
- Camera System, Rear Only

- Digital Water Pressure Gauge
- Chassis Modifications
- Vactor Manual, Partial Manual and USB Version - 1 + Dealer

ADDITIONAL FEATURES

- 180 Degree Rotation, 10 Ft. Hydraulic Telescoping Boom, Front Loading 8" Suction Hose
- 80 GPM Variable Flow Water System
- 2500 PSI Water Pressure
- 1" x 600' Piranha Sewer Hose, 2500 PSI
- Hydraulic Extending/Rotating 15" Hose Reel (1" x 800') Capacity
- Module Paint, Dupont Imron Elite - Sanded Primer Base
- Debris Body Flush Out System
- 6" Knife Valve w/Cam-Loc, Rear Door, 3:00 Position
- 6" Knife Valve w/Cam-Loc, Rear Door, 6:00 Position
- Standpipe and Screen for 6:00 Port
- Centrifugal Separators
- Folding Pipe Rack, Curbside
- Rear Door Splash Shield
- Lube Manifold
- Plastic Lube Chart
- Air Purge
- Water Ring Assembly, At Hose End
- Rotatable Boom Inlet Hose, Telescoping Boom
- Anti Splash Valve
- Cold Weather Recirculator, PTO Driven, 25 GPM
- Rodder System Accumulator- Jack Hammer on/off control w/ manual valve
- Hydro Excavation Kit/Retract Reel w/1/2" X 50' Hose and Nozzle
- Automatic Hose Level Wind Guide, Indexing
- Fan Flushout System
- Handgun Hose Reel w/Spring Retract
- Rodder Pump Drain Valves
- Rear Directional Control, Split LED Arrow Traffic Controller, 10 Lights
- Waterproof, Rechargeable, Wireless, Handheld, LED Spot Light w/12V Charger and Plug
- 6 Lighting Package, 6 Federal Signal Strobe Lights, LED
- LED Mid-Ship Turn Signals
- Worklights (2), LED, Telescoping Boom
- Worklights (2), LED, Rear Door
- Worklight, LED, Operators Station
- Worklight, LED, Hose Reel Manhole
- Worklight, LED, Curb Side
- Worklight, LED, Street Side
- Toolbox, Front Bumper Mounted, 16 x 12 x 18 w/(2) LED Side Markers
- Tooltray, Behind Cab
- Toolbox, Driver Side Subframe, 48w x 20h x 12d
- (1) 8" x 3' Aluminum Vacuum Tube
- (2) 8" x 5' Aluminum Vacuum Tube
- (1) 8" x 78" Higbee C/B Nozzle Assembly
- (4) 8" Quick Clamp Assembly
- (2) 3" Y-Strainer Screen
- (1) Flexible Hose Guide
- 1 Printed Full Vactor Manual

Chassis Source -- FREIGHTLINER 114SD 50,000LB. 4X2 CUMMINS ISL9 370 HP, ALLISON 3000RDS
Module Paint Match Cab - Yes
Module Paint Color - White
Cab Color - White
Door Stripe Color - None
Chassis Axle - Single

BUDGET PRICE: \$375,000.00

LIMITED WARRANTY

Limited Warranty. Each machine manufactured by VACTOR/GUZZLER MANUFACTURING (or, "the Company") is warranted against defects in material and workmanship for a period of 12 months, provided the machine is used in a normal and reasonable manner and in accordance with all operating instructions. In addition, certain machines and components of certain machines have extended warranties as set forth below. If sold to an end user, the applicable warranty period commences from the date of delivery to the end user. If used for rental purposes, the applicable warranty period commences from the date the machine is first made available for rental by the Company or its representative. This limited warranty may be enforced by any subsequent transferee during the warranty period. This limited warranty is the sole and exclusive warranty given by the Company.

STANDARD EXTENDED WARRANTIES (Total Warranty Duration)

<u>2100 Series, HXX, Series and Jettors</u>	10 years against water tank leakage due to corrosion. Nonmetallic water tanks are covered for 5 yrs. against any factory defect in material or workmanship.
<u>2100 Series and HXX only</u>	5 years against leakage of debris tank, centrifugal compressor or housing due to rust-through.
<u>2100 Series and Jettors</u>	2 years - Vactor Rodder Pump on all unit serial numbers starting with 1S#V#####.

Exclusive Remedy. Should any warranted product fail during the warranty period, the Company will cause to be repaired or replaced, as the Company may elect, any part or parts of such machine that the Company's examination discloses to be defective in material or factory workmanship. Repairs or replacements are to be made at the selling Vactor/Guzzler distributor's location or at other locations approved by the Company. In lieu of repair or replacement, the Company may elect, at its sole discretion, to refund the purchase price of any product deemed defective. The foregoing remedies shall be the sole and exclusive remedies of any party making a valid warranty claim. This Limited Warranty shall not apply to (and the Company shall not be responsible for):

1. Major components or trade accessories that have a separate warranty from their original manufacturer, such as, but not limited to, trucks, engines, hydraulic pumps and motors, tires and batteries.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as, but not limited to, oils, fluids, vacuum hose, light bulbs, fuses, gaskets.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended by the Company.
5. Repairs, modifications or alterations without the express written consent of the Company, which in the Company's sole judgment, have adversely affected the machine's stability, operation or reliability as originally designed and manufactured.
6. Items subject to misuse, negligence, accident or improper maintenance.

NOTE The use in the product of any part other than parts approved by the Company may invalidate this warranty. The Company reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty. Nothing

contained in this warranty shall make the Company liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE DISCLAIMED.

This warranty is in lieu of all other obligations or liabilities, contractual and otherwise, on the part of the Company. For the avoidance of doubt, the Company shall not be liable for any indirect, special, incidental or consequential damages, including, but not limited to, loss of use or lost profits. The Company makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine. No person or affiliated company representative is authorized to alter the terms of this warranty, to give any other warranties or to assume any other liability on behalf of the Company in connection with the sale, servicing or repair of any machine manufactured by the Company. Any legal action based hereon must be commenced within eighteen (18) months of the event or facts giving rise to such action.

The Company reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.

GUZZLER

VACTOR

VACTOR/GUZZLER MANUFACTURING

1621 S. Illinois Street
Streator, IL 61364

TERMS AND CONDITIONS

ORDERS: All orders are subject to acceptance by Vactor Manufacturing, Inc. or Guzzler Manufacturing, Inc. (hereafter referred to as Vactor). Orders for products not normally carried in stock or requiring special engineering or manufacturing is in every case subject to approval by Vactor's Management.

PRICES: All orders are subject to current prices in effect at the time of order acknowledgement.

F.O.B. Point: Unless otherwise stated, all prices listed are F.O.B. factory.

PAYMENT TERMS: The company's payment terms are due upon receipt, unless otherwise stated. However, until such time as Vactor receives full payment, Vactor shall maintain a purchase money security interest in the product.

CANCELLATION: Orders regularly entered cannot be cancelled except upon terms that will compensate Vactor for any loss or damage sustained. Such loss will be a minimum of 10% of the purchase price.

SHIPMENT: All proposals are based on continuous and uninterrupted delivery of the order upon completion, unless specifications distinctly state otherwise. In the event that agreement is reached for Vactor to store completed items, they will be immediately invoiced to the customer and become due and payable. Storage shall be at the risk of the customer and Vactor shall be liable only for ordinary care of the property.

STORAGE CHARGES: Vactor shall charge the customer at current rates for handling and storing customer's property (e.g. truck chassis) held for more than thirty (30) days after notification of availability for shipment. All customer's property, or third party's property, that is stored by Vactor is at the customer's or other party's risk. Vactor is not liable for any loss or damage thereto caused by fire, water, corrosion, theft, negligence, or any caused beyond its reasonable control.

PERFORMANCE: Vactor shall not be liable for failure to complete the contract in accordance with its terms if failure is due to wars, strikes, fires, floods, accidents, delays in transportation or other causes beyond its reasonable control.

EXPERIMENTAL WORK: Work performed at customer's request such as sketches, drawings, design, testing, fabrication and materials shall be charged at current rates.

SKETCHES, ENGINEERING DRAWINGS, MODELS and all preparatory work created or furnished by Vactor, shall remain its exclusive property; and no use of same shall be made nor may ideas obtained therefrom be used except with the consent of and on terms acceptable to Vactor.

TAXES: The pricing attached does not include Federal, State or local taxes which are the buyer's responsibility. However, Vactor/Guzzler Manufacturing, Inc. shall be responsible for Federal Excise Tax (F.E.T.) unless it is separately stated on the invoice and added to the selling price. If F.E.T. is not separately stated on the invoice it has not been included in the price and Vactor/Guzzler will pay any F.E.T. due itself and bear the cost of the tax. Any refunds or adjustments to the F.E.T. in such cases belong to Vactor/Guzzler.

PRODUCT IMPROVEMENTS: Vactor reserves the right to change manufacturing specifications and procedure in accordance with its product improvement policy.

MOUNTING PRICES: Mounting prices assume normally factory installation on a truck chassis suitable for the unit purchased. Relocation of batteries, fuel tanks, mufflers, air tanks, etc. will be an additional charge, billed at the standard factory labor rate.

WARRANTY: Vactor warrants its products to be free from defects in material and workmanship, subject to the limitations and conditions set forth in its current published warranty. Other than those expressly stated herein. THERE ARE NOT OTHER WARRANTIES OF ANY KIND EXPRESS OR IMPLIED, AND SPECIFICALLY EXCLUDED BUT NOT BY WAY OF LIMITATION, ARE THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MECHANABILITY.

IT IS UNDERSTOOD AND AGREED THE SELLER'S LIABILITY WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY IN NEGLIGENCE OR OTHERWISE SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF THE PURCHASE PRICE PAID BY THE PURCHASER AND UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE PRICES STATED FOR THE EQUIPMENT IS A CONSIDERATION IN LIMITING SELLER'S LIABILITY. NO ACTION REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTION OF THE AGREEMENT MAY BE BROUGHT BY PURCHASER MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCURED.

SELLER'S MAXIMUM LIABILITY SHALL NOT EXCEED AND BUYER'S REMEDY IS LIMITED TO EITHER (I) REPAIR OR REPLACEMENT OF THE DEFECTIVE PART OF PRODUCT, OR AT SELLER'S OPTION (II) RETURN OF THE PRODUCT AND REFUND OF THE PURCHASE PRICE AND SUCH REMEDY SHALL BE BUYER'S ENTIRE AND EXCLUSIVE REMEDY.

TERMS AND CONDITIONS

This agreement shall be construed according to the laws of the State of Illinois. Failure at anytime by Vactor to exercise any right of the Company may have under this agreement shall not constitute a waiver thereof nor prejudice Vactor's right to enforce it thereafter.

This order, including the above terms and conditions, contains the complete and final agreement between the parties hereto and no other agreement in any way modifying any of said terms and conditions will be binding on Vactor unless in writing and agreed to by an authorized representative of Vactor.

I agree with the above terms and conditions:

Date: _____